

**Regular Caldwell Urban Renewal Agency Meeting
(City Hall - Chambers Room #100)
June 8, 2026
6:00 PM**

**MEETING LOCATION
Caldwell City Hall
205 South 6th Avenue**

Written Comments and/or Virtual Participation: Written comments for consideration regarding the “Public Comments” portion of the agenda or requests for virtual participation associated with items on the agenda must be submitted at least 24 hours in advance of the meeting. Please [email the Caldwell City Clerk](#).

Live Stream Viewing: If you are not planning to speak, members of the public are encouraged to view the meeting via the [live stream option](#).

AGENDA

Roll Call

Jim Porter, Zach Brooks, Julie Warwick, Dave Moore, Chris Allgood, and Tom Kohl

Conflict of Interest Declaration

Public Comments

Members of the public may address items of concern not listed on the agenda.

Consent Calendar

The consent calendar includes items which require formal action, but which are typically routine or not of great controversy.

1. Approve the Minutes from the May 11, 2026 URA Meeting

Update Reports – Current Approved Developments and/or Projects

1. Update Development Report: RRC Contractors (Blaine & Kimball)
2. Update Development Report: TS Development (Arthur Street)
3. Update Development Report: Base Layer, LLC (North Caldwell – District 26)
4. Update Development Report: 7th & Main Developer, LLC (Main Street)
5. Update Development Report: Wolfpack Development, LLC (905 Arthur Street)
6. Update Development Report: Canyon County Fair (Fair Building Project)

Old Business

1. Discussion Item: Public Safety Training Facility Waterline Project (*continued from May 11, 2026 URA Meeting*)
2. Action Item: Consider Resolution approving funding for the Chicago Street Waterline Extension Project supporting the Public Safety Training Building (PSTB)
3. Action Item: Consider Resolution approving RFP for Main St. Boutique Hotel

New Business

1. **Action Item:** Consider Resolution denying Middleton Rural Fire District’s request to withdraw from the revenue allocation provisions of the plan for CNURA pursuant to Idaho Code 50-2906(5) and authorizing the Agency Chair to execute and deliver a letter, with attachments, explaining the denial and Agency indebtedness.
2. **Action Item:** Consider invoices for payment:

VENDOR	AMOUNT	DESCRIPTION
City of Caldwell-Econ. Dev	\$17,812.75	June Economic Dev Contributions
City of Caldwell	\$12,891.66	2026 Monthly Admin Fees-April
Hilty, Bower, Haws, & Seable	\$7,400.00	May Attorney Services
Destination Caldwell	\$56,000.00	Wayfinding Signs-Project 26 Downtown Signage Wayfinding
City of Caldwell	\$2,850.93	Permit fees for vacation of ROW for Indian Creek Plaza/Permit# VAC26-000003
Idaho Press	\$91.86	RFP for URA Parcel
Idaho Press	\$98.32	RFQ Kimball Alley Mini Plaza
Total	\$97,145.52	

3. URA Treasurer Reports
 - a. Action Item: Approve Monthly Cash Reconciliation Reports.
4. Economic Development Reports
 - a. Activity Report - May 2026
 - b. Current Projects List
5. Attorney Reports
 - a. Status of 6th Ave Plaza Transfer
 - b. Project Area Site B termination
 - c. Tilian Phase 2 parking
 - d. Wolfpack Assignment
 - e. Discussion of Agency Bylaws

Commissioner Reports

Chairman Report

Adjourn

Next URA meeting will be on Monday, July 13, 2026 at 6:00 pm in the Caldwell City Council Chambers.

Additional information regarding Urban Renewal public meetings and agendas may be found at <https://www.cityofcaldwell.org/your-government/city-commissions-and-boards/urban-renewal>

Any person needing special accommodation to participate in the meeting should contact the City Clerk's Office at 208-455-4656 prior to the meeting. The entire agenda packet and minutes may be viewed on the City of Caldwell's website.

Cualquier persona que necesita arreglos especiales para participar en la reunión debe comunicarse con el Secretario de la Ciudad al 208-455-4656 antes de la reunión.



Caldwell Urban Renewal Agency

Regularly Scheduled Meeting

May 11, 2026

6:00 P.M.

MINUTES

The regularly scheduled meeting of the Caldwell Urban Renewal Agency convened at 6:00p.m. in the Caldwell City Hall Council Chambers with Vice-Chair Julie Warwick presiding.

ROLL CALL

The Meeting Clerk called the roll. Present: Vice-Chair Warwick, Commissioner Stadick, Commissioner Moore, Commissioner Allgood, Commissioner Kohl, and Commissioner Brooks. Absent: Chairman Porter.

CONFLICT OF INTEREST DECLARATION

None.

AUDIENCE PARTICIPATION

None.

CONSENT CALENDAR [All Consent Calendar items are considered action items]

- 1) Approve minutes from the Urban Renewal Agency Regularly Scheduled Meeting held on April 13, 2026.

MOVED by Kohl, SECONDED by Allgood to approve the consent calendar as presented.

Roll-call vote. Those voting yes:, Kohl, Warwick, Brooks, Stadick, Moore, and Allgood. Those voting no: None. Those absent or not voting: Porter.

MOTION CARRIED

UPDATE REPORTS – Current Approved Developments and/or Projects

- 1) Update Development Report: RRC Contractors (Blaine & Kimball) Derek Cooper. Mr. Cooper was absent; report provided under Attorney Reports.
- 2) Update Development Report: TS Development (Arthur Street) Shawn Maybon. Tom Bevin reported that the plan review is in process with the City. Once plans are approved, they will be able to set the start date.
- 3) Update Development Report: Base Layer, LLC (North Caldwell – District 26). Shane Jiminez provided a PowerPoint presentation to highlight progress. He reported:
 - Increased interest for 3-acre up to 10-acre parcels by end users. Letter of intent received from an interested business owner. Utilities on-site are an important consideration.
 - Discussions happening on larger parcels west of the proposed Gravel Lane extension and working with the City on two less than 1-acre parcels adjacent to the Maverik.
 - Increased activity in this corridor – traffic especially. Infrastructure is influencing development timing.
 - Hard to answer questions from potential developers regarding availability of power, natural gas, and infrastructure timing; they would appreciate any help that could be given on finding answers to those questions.

Mr. Bevin also provided information regarding opportunity zone benefits for the entire NURA district and noted it has great potential to drive investment into underserved areas and to ultimately help the community.

- 4) Update Development Report: 7th & Main Developer, LLC (Main Street) Dean Pape. Mr. Pape attended virtually and reported that at this time they are waiting on the parking agreement details from the City for using the Phase 2 site as additional downtown public parking.

Dale King was also present virtually and stated that they are waiting on the publication of the RFP for the Phase 2 part of the development process.

Ofelia Morales, URA Executive Director, stated that Mark Hilty, Agency Attorney, is working with the City and Mr. Pape regarding the details of the parking agreement. She also noted that Mr. Hilty is currently reviewing the RFP for the Phase 2 development, and that it will likely be presented at the June URA meeting.

- 5) Update Development Report: Wolfpack Development, LLC (905 Arthur Street) Keri Smith. Ms. Smith reported there is an action item for later in the meeting, and the update for that item will be given at that time. She noted that Mr. Dancer is under contract with her client.
- 6) Update Development Report: Canyon County Fair project (Diana Sinner) Ms. Sinner reported that two follow-up items were identified during a walk through of the site with the City Public Works Director and the County Facilities Director the previous week:
- Need to confirm the flood plain requirements
 - Need to address the retaining wall height since it will exceed 4 feet in places
- Ms. Sinner and the County Facilities Director will move forward with obtaining engineered plans and will present them to City Council. She noted that the anticipated start date for construction will be the week of August 24th.

OLD BUSINESS

Action Item: Consider Resolution approving assignment of the 9th and Arthur Urban Renewal Project and associated DDA dated October 17, 2016 from developer Wolfpack Development LLC to Optimum Group, Inc.

Keri Smith, speaking as the client's representative, reported that the goal is to transfer the existing DDA from Wolfpack to Kaveh Hoss of Optimum Group as the buyer. She noted that she has reviewed all the agreements up to the present with the developer, and that they are well aware of the timeline requirements and are fully committed to the terms as outlined in the development documents.

She reviewed information regarding the background and biography of her client as an indication of the feasibility of his success with this opportunity. She noted that Justin Black will be the local face for monthly reports to URA, etc.

MOVED by Allgood, SECONDED by Kohl to approve the agreement as presented.

Roll-call vote. Those voting yes:, Allgood, Kohl, Warwick, Brooks, Stadick, and Moore. Those voting no: None. Those absent or not voting: Porter.

MOTION CARRIED

NEW BUSINESS

Action Item: Consider Opportunity Zone (OZ) letter of support. Ofelia Morales, URA Executive Director, provided a summary of the contents of the letter. She noted it is very specific to the Caldwell Central Urban Renewal area, primarily because it is within City limits. She also stated they are looking into working with the County to submit a joint application for the North URA allocation area.

In response to questions from Commissioner Allgood regarding any obligations the City would be subject to, including changing the tax base, Ms. Morales replied that there are none. She noted this is a federal program and gave further details on other cities in the area who are utilizing this tool.

MOVED by Allgood, SECONDED by Kohl to approve the support letter as presented.

MOTION CARRIED

Discussion Item: Public Safety Training Facility Waterline Project. Matt Shupe, Deputy Chief of Operations for the Caldwell Fire Department, provided an overview of the waterline project along Chicago Street running between the Whittenberger and Rotary Ponds parks. He reviewed a list provided by City Finance staff outlining a portion of the costs that could be eligible for reimbursement through the Urban Renewal Agency.

In response to questions from Commissioners regarding location of the project and potential future development needs for the area, Hallie Hart, Public Works Director, reported that the water line in the project is large enough for the current and projected needs in the immediate area, and noted that continuing to extend the water line up Chicago Street will be beneficial for all in this area, including future projects. She stated that the Police/ Fire training facility is the main beneficiary initially.

Ms. Hart also clarified that the proposal from the City is to only seek eligible URA-reimbursable expenses that will benefit URA districts in the area.

In response to questions from Commissioners, Ms. Hart noted that future businesses located north of this area would benefit from more water in the area and more water would support future growth in this area. She also stated that this is also necessary for the growth of the new CCURA area, and for a few specific businesses in the area. Future high-water users will need to provide an additional water source. Ms. Hart also explained that there is no gravity sewer line in this area, so sewer is unavailable. The training facility will have a small septic system for their needs.

Raelynn North, URA Treasurer, commented that with this project, the City has spent the money to extend the water lines to benefit current and future needs. This means that future development companies do not have to pull the water as far for their projects, which would be more conducive to drawing development to the area.

Ms. North also reviewed the timeline for reimbursement of eligible costs and clarified several of the details regarding reimbursement for infrastructure projects.

Douglas Waterman, Agency Attorney's office, provided additional information and opinion on reimbursement considerations. He noted that the timing is up to the Agency.

Action Item: Consider Resolution approving funding for the Chicago Street Waterline Extension Project supporting the Public Safety Training Building (PSTB).

MOVED by Allgood, SECONDED by Kohl to table this item until the next URA meeting, scheduled for June 8, 2026.

MOTION CARRIED

Action Item: Consider invoices for payment from the Urban Renewal Agency Treasurer. Raelynn North, URA Treasurer, presented the invoices for payment and recommended approval.

VENDOR	AMOUNT	DESCRIPTION
City of Caldwell-Econ. Dev	\$17,812.75	April Economic Dev Contributions
City of Caldwell	\$12,891.66	2026 Monthly Admin Fees-April
Hilty, Bower, Haws, & Seable	\$7,400.00	March Attorney Services
Total	\$38,104.41	

MOVED by Kohl, SECONDED by Stadick to approve the invoices as presented.

MOTION CARRIED

Action Item: Approve Monthly Cash Reconciliation Reports.

Ms. North reviewed the items in the report and recommended approval.

MOVED by Allgood, SECONDED by Stadick to approve the Cash Reconciliation Reports as presented.

MOTION CARRIED

Economic Development Report from Ofelia Morales – April 2026

URA District Updates:

North Urban Renewal Area (12/20/21)

- Raelyn is working with District 26 regarding invoices related to TIF
- Raelynn is working with Maverick regarding invoices related to TIF.
- A property owner within this district is looking at building an industrial park on approximately 30 plus acres. The Public Works Director joined in a meeting to discuss road access and infrastructure to the parcel.

Central Urban Renewal Area (12/15/25)

- Met with Real Estate agents representing an interest client for Canyon Springs High School.
- Property owner of a vacant lot is looking at redeveloping his parcel
- Staff is looking at Grants available via COMPASS (Community Planning Association of Southwest Idaho)- pedestrian connectivity and proper lighting along Chicago from 10th to Centennial and Kimball and 5th from the railroad tracks to Galveston.
- RFP for Main St

Site A (10/14/2024) 119 S Kimball Ave

- The RFP is now live with a due date of July 13th.

Site B (8/18/2025)

- Next Steps

General Updates

- Opportunity Zones

Economic Development Activity Report from Bryan Kida – April 2026

- Business, Retention, and Expansion
- Recap of April 2026

Downtown

Downtown bridge construction and overlay has had an impact on our businesses. They are seeing a decline in patrons, specifically businesses along the bridge area

Industrial/Commercial

We continue to see interest in industrial and commercial needs. Most recently Buffalo Wild Wings occupied that last retail space in the North Ranch commercial pad.

Prospecting

We have talked to at least two new concepts who are interested in some vacancies in the downtown area. These concepts do not yet exist in our portfolio of great restaurants and retail businesses.

Current Projects List: Ms. Morales reviewed the current project list and noted that the number of projects still in progress is dwindling.

Attorney Reports:

RRC Contractors (Blaine and Kimball): Douglas Waterman, Agency Attorney’s office, provided the update. He noted that the ITD Kimball Bridge project is taking longer than anticipated, which means RRC’s project deadlines will likely be adversely affected and may need to be adjusted.

Status of 6th Ave Plaza Transfer: Mr. Waterman reported that Mr. Hilty has the RFP under review this week; he also noted a vacation of right-of-way is happening in parallel with the RFP.

Project Area Site B termination: They are looking into if there needs to be a consolidation of districts to include this site, or if there is another option for this property.

Fairgrounds Project Timeline: Ms. Sinner presented the timeline this evening. All appears to be in line to wrap up the project by the end of the fiscal year.

Commissioner Reports

Commissioner Moore: Lions convention at Sun Valley where we gave away a lot of money to help people locally; and as a Salvation Army dinner to help in that arena as well. Two great things in the last week.

The meeting adjourned at 7:57 pm. The next URA Meeting will be on Monday May 11, 2026 at 6:00 pm.

Approved as written this 11th day of May, 2026.

Attest:

URA Secretary

ABSENT
Commissioner Porter

Commissioner Stadick

Commissioner Warwick

Commissioner Brooks

Commissioner Allgood

Commissioner Moore

Commissioner Kohl

MEMORANDUM

TO: Caldwell Urban Renewal Agency

Meeting Date May 11, 2026



AGENDA ITEM INFORMATION

SUBJECT: Funds for Chicago waterline extension.		Department Submittals	X to mark	Initials
<p>The Caldwell Fire Department, in partnership with the Caldwell Police Department, respectfully requests Urban Renewal Agency (URA) funding assistance for costs associated with the installation of a waterline extension serving the new Public Safety Training Building (PSTB).</p>		Building Department		
<p>The PSTB is a joint-use facility designed to support both agencies by providing dedicated training classrooms, office space, and enhanced interagency coordination capabilities. This facility represents a long-term investment in public safety infrastructure, workforce development, and operational readiness for the City of Caldwell.</p>		CDBG		
<p>As part of this project, a waterline was installed along Chicago Street within the designated urban renewal area to provide necessary water service to the facility. In addition to supporting the PSTB, this waterline extension significantly enhances infrastructure capacity within the corridor. The improved utility access will facilitate future growth and development, supporting both residential and commercial expansion consistent with URA goals and the City's long-term development strategy.</p>		Clerk		
<p>The total project costs identified for URA participation are \$165,852.34, which include:</p>		City Attorney		
<p>\$146,173.73 – Waterline construction along Chicago Street \$9,678.61 – Engineering and design services \$10,000.00 – Additional roadway surface improvements associated with the project</p>		Finance Department	x	RN
<p>This investment not only supports critical public safety infrastructure but also provides a broader economic development benefit by enabling future development opportunities within the urban renewal district.</p>		Human Resources		
<p>We respectfully request URA consideration for funding assistance in the amount of \$165,852.34 to offset these eligible infrastructure costs. Your support will directly contribute to both the advancement of public safety services and the continued growth and revitalization of this area.</p>		Planning & Zoning		
<p>COST IMPACT: \$165,852.34</p>		Fire Department	x	BD
<p>FUNDING SOURCE: Urban Renewal</p>		Police Department	x	
<p>TIMELINE: April 2026</p>		Public Works		
<p>SUMMARY STATEMENT:</p> <p>The Caldwell Fire Department and Caldwell Police Department request Urban Renewal Agency (URA) funding assistance in the amount of \$165,852.34 for a waterline extension installed along Chicago Street to serve the new Public Safety Training Building (PSTB). This infrastructure not only supports critical public safety training operations but also enhances utility capacity within the urban renewal area, enabling future residential and commercial growth consistent with redevelopment objectives.</p>		Street Department		
		Water Department		
		WWTP		
		Engineering		
<p>RECOMMENDED ACTION:</p> <p>Approve the allocation of \$165,852.34 in Urban Renewal Agency (URA) funding to reimburse eligible costs associated with the Chicago Street waterline extension project supporting the Public Safety Training Building (PSTB), recognizing the project's contribution to both public safety infrastructure and future economic development within the urban renewal area.</p>		Mapping		
		Parks and Recreation		
		Airport		
		Information Systems		
		Golf Course		
		OTHER:		

RESOLUTION NO. 2026-010

A RESOLUTION APPROVING FUNDING FOR THE CHICAGO STREET WATERLINE EXTENSION PROJECT SUPPORTING THE PUBLIC SAFETY TRAINING BUILDING (PSTB).

BE IT HEREBY RESOLVED by the Caldwell Urban Renewal Agency that it authorizes the allocation of funding in the amount of \$165,852.34 for reimbursement of eligible costs associated with the Chicago Street waterline extension project serving the Public Safety Training Building (PSTB), as described in the memorandum presented to the Agency and incorporated herein by reference.

BE IT HEREBY RESOLVED that the Agency finds the project to be consistent with the goals and objectives of the urban renewal district, including the support of public infrastructure improvements and the promotion of future residential and commercial development within the area.

PASSED BY THE CALDWELL URBAN RENEWAL AGENCY of the City of Caldwell, Idaho this 11th day of May, 2026.

APPROVED BY THE CHAIRMAN OR VICE-CHAIRMAN OF THE URBAN RENEWAL AGENCY of the City of Caldwell, Idaho this 11th day of May, 2026.

By _____
URA Chairman or Vice-Chairman

ATTEST:

By _____
Secretary

URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO

Main St. Redevelopment: Request for Proposals (RFP)

INTRODUCTION

The Urban Renewal Agency of the City of Caldwell, Idaho, hereinafter referred to as (“Agency”) is requesting proposals from interested parties in serving as the developer of the property located generally southwesterly of Main Street including the now-vacated S. 6th Ave. right-of-way and Canyon County Parcel Nos. R045510000 and R045520000 (the “subject property” or “property”). The subject property is legally described below. Responsive proposals to this request (“RFP”) must demonstrate financial capacity, and a workable planning and business framework for redevelopment of the subject property into a robust addition to the on-going redevelopment of historic downtown Caldwell. The review process is an evaluative assessment of the potential of each proposal and will more favorably consider responses demonstrating the respondent’s ability to development the project expeditiously. Development must be consistent with the vision and other principles described herein and in the Agency’s Plan, a copy of which can be obtained by contacting the Agency.

This RFP is a competitive proposal process. The process and criteria that will be used to make the selection are described herein.

After reviewing the responses to this RFP and potentially interviewing parties who have submitted responses (“Responder”), the Agency anticipates selecting one responding team (“Preferred Developer”) to negotiate with in good faith to reach agreement on the development requirements and execute a Disposition and Development Agreement (“DDA” or “Contract”) that sets out the terms for the parties to move forward. The DDA will define business terms as well as the process by which Agency and the Preferred Developer will work collaboratively to formulate a fully articulated development plan. The DDA will clarify the parties’ respective roles and responsibilities, set out pre-development activities, establish timeframes and provide key terms and conditions of the transfer of the subject property to the Preferred Developer. Other related development and financial considerations will be addressed in the DDA as well.

The Agency requests ongoing monthly updates from the Preferred Developer. A representative from the Preferred Developer’s team should attend the monthly Urban Renewal Agency meetings, held on the second Monday of each month (excluding holidays). Project updates may be provided in person, via Teams, or through a written letter or email.

ABOUT THE AGENCY

The Agency is the urban renewal agency formed by the City of Caldwell, Idaho. Since 1998 the Agency has focused on creating a vibrant, pedestrian-friendly, mixed-use urban center in downtown Caldwell.

This urban center now includes a reopened and park-lined Indian Creek, a beautiful campus for Treasure Valley Community College on the third floor of Caldwell’s City Hall building, professional offices, retail, boutiques, restaurants, art, cultural and entertainment opportunities, and some residential uses.

The Agency and the City of Caldwell have continually invested in downtown infrastructure, streets, streetscape, public spaces, public art and culture, and look forward to continuing to do so. The centerpiece of area surrounding the property is the Indian Creek Plaza; a public square that hosts 250+ outdoor community activities and events per year. For more information regarding Indian Creek Plaza please visit indiancreekplaza.com.

A seven-member Board of Commissioners made up of two current Caldwell City Council members, four community members, and one Canyon County representative governs the Agency.

The Agency operates within the area of the subject property pursuant to a formally adopted Urban Renewal Plan which can be obtained by contacting the Agency.

ABOUT THE PROPERTY AND INCENTIVE

The purpose of this RFP is to identify a new owner for the subject property who will transform it into a thoughtfully designed boutique hotel that complements and elevates the character of historic downtown Caldwell. The envisioned redevelopment should contribute meaningfully to the area's ongoing economic growth while encouraging additional high-quality investment and construction.

The Preferred Developer will clearly demonstrate how its proposal enhances the vibrancy, appeal, and long-term vitality of downtown Caldwell. Projects that incorporate multi-story design and serve as a catalyst for continued development momentum will be strongly favored

The site is rectangular containing approximately 29,185 sq. ft. The site is vacant and free of any physical structures. Approximately one block from the site is the Indian Creek Plaza, Indian Creek Steakhouse, Flying M Coffee shop, the Grit restaurant, the 11-screen Caldwell Luxe Theater, and numerous other retail and service shops.

Access:

The subject property is fronted by Main St. The site has on-street parking spaces on the frontage.

Infrastructure and Utilities:

City sewer, water, fiber optic data conduit, natural gas, electricity, television cable, and telephone are available at the site.

Zoning and Land Use Entitlement:

The subject property is currently zoned D-CC Zone (City Center) and lies wholly within the Caldwell city limits. Sidewalk areas adjacent to the subject property have been previously developed with enhanced streetscape features. To the extent such features are disturbed in construction; they must be replaced in compliance with Chapter 10, Article 12 of the Caldwell City Code. The project must meet all city codes and standard. For further information on these design requirements contact the office of Hallie Hart, City Engineer for the City of Caldwell at (208) 455-3021.

Development Incentive:

The Agency will sell the subject property to the Preferred Developer based upon its fair re-use value as established by a re-use appraisal. In general, the process establishes a value for the property based upon the development cost of the project and the need to produce a reasonable return in light of such costs. Provided, however, if the fair re-use value is negative, the property will be sold for zero dollars (\$0.00).

This incentive is available in connection with the economic and blight abatement goals and objectives set forth in the Agency Plan and Idaho law and is conditioned upon development of the site by Preferred Developer in substantially the manner proposed in its response to this RFP. The terms of the sale will prohibit acquisition of the unimproved property for resale or speculation, and Preferred Developer must construct improvements that are subject to real property taxes for a minimum of 20 years.

Property Transfer:

The subject property will be available for transfer when the DDA is complete, and the Preferred Developer is ready to commence construction.

PROPERTY LEGAL DESCRIPTION

Parcel R0455100000

Lots 6-8, Block 2, Caldwell Original, according to the plat thereof filed in Book 1 of Plats at Page 20, records of Canyon County, Idaho. Containing 0.21 acres, more or less.

Parcel R0455200000

Lot 9, 10, 11, and 12, Block 2, Caldwell Original, according to the plat thereof, filed in Book 1 of Plats at Page 20, records of Canyon County, Idaho. Containing 0.28 acres, more or less.

Parcel R0455501000

Vacation of the SE'erly 65 feet of the platted 80-foot wide right-of-way of S. 6th Avenue SW of Main Street adjacent to and NW of Lot 1 of Block 3, according to the Revised Map of Caldwell, Idaho, filed in Book 1 of Plats at Page 20, records of Canyon County, Idaho, located in the SW ¼ of Section 22, T4N, R3W, BM, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the northerly corner of said Lot 1 of Block 3; thence S43°47'03"W, 120.00 feet along the NW'erly boundary of said Lot 1, also being the SE'erly right-of-way boundary of S. 6th Avenue and the NW'erly boundary of Parcel 2 as described in a Record of Survey recorded as Instrument No. 2022018521, records of Canyon County, Idaho, to the westerly corner of said Lot 1; thence N46°12'57"W, 65.00 feet to a point on a line parallel with and 15.00 feet SE'erly of the NW'erly right-of-way boundary of said S. 6th Avenue; thence N43°47'03"E, 120.00 feet along said parallel line to a point on the SW'erly right-of-way boundary extended of Main Street; thence S46°12'57"E, 65.00 feet along

said SW'erly right-of-way boundary extended of Main Street to the **POINT OF BEGINNING**. Containing 0.18 acres, more or less.

Right-of-Way (to be vacated)

Vacation of the NW'erly 15 feet of the platted 80-foot wide right-of-way of S. 6th Avenue SW of Main Street immediately adjacent to and SE of Lot 12 of Block 2, according to the Revised Map of Caldwell, Idaho, filed in Book 1 of Plats at Page 20, records of Canyon County, Idaho, located in the SW ¼ of Section 22, T4N, R3W, BM, Canyon County, Idaho.

ADDITIONAL PROPERTY – Responders are free to include additional property owned, or sufficiently secured under contract, with their proposed redevelopment project. While the inclusion of additional property is not mandatory, Responders may show that it enhances the project based on the Evaluation Criteria below.

EVALUATION CRITERIA:

Proposals for redevelopment shall be generally consistent with and evaluated under the following criteria:

HISTORIC CONTEXT – Compatibility with or complimentary of the historic character of the downtown area and the Downtown Framework Master Plan, a copy of which can be obtained by contacting the Agency.

DEVELOPMENT TIMELINE - Assurance that the Responder will commence and complete project within a reasonable time. Priority will be given to proposals to be completed within a shorter time frame relative to the size of the project. The DDA will establish negotiated timeframes for pre-development requirements and conditions, property transfer, commencement, and completion of construction. Speculative plans subject to market studies, uncertain financing, unformed joint ventures or partnerships, or any other contingency that may delay the development timeline are less attractive to the Agency.

FINANCIAL CAPACITY - Assurance that the Responder has the financial ability and experience to complete its redevelopment proposal. Responses must describe how the project will be funded/financed including construction financing, permanent financing and anticipated final ownership. Letters from financial institutions which describe prior credit relationships, prior lending history/amounts/ranges, and anticipated parameters for lending on the proposed project are desirable. A list of preliminary development financing sources for the proposed development **MUST BE** included in your submittal.

Financial Capacity Submission Guidelines:

1. Letter of Credit: A valid letter of credit must be included with the submission.

2. Loan Type: Specify the type of loan: Is it a conventional loan, or is it private? If it is a private loan, indicate the percentage of the private loan.
3. 1031 Exchange: If applicable, state whether the loan or project is part of a 1031 exchange.
4. Financing Secured: Provide a detailed explanation of how financing was secured for the project, including the sources and any pertinent details.
5. Bankruptcies and Liens: Acknowledge if there have been any bankruptcies or liens associated with the Responder entity or any principals involved in the project.
6. Litigation: Disclose any pending or previous litigation related to Responder's other projects, or the projects of its principal individuals.

PROPOSED USE - The Agency will evaluate responses for a boutique hotel. A boutique hotel is best understood as a small, design-focused lodging product with a distinct identity and highly curated guest experience. Hotels within the downtown city center are subject to design review and if they have 100 or more rooms, they will also require approval of a special use permit. For the parking for the hotel, it would be 0.5 parking spaces for every 500 square feet of gross floor area. Parking lots shall comply with all the landscaping and lighting provisions listed within Caldwell City Code.

PEDESTRIAN-FRIENDLY DESIGN - Pedestrian-friendly design at the street level is required. Pedestrian friendly design includes, but is not limited to buildings that meet the sidewalk and orient windows toward the sidewalk, limited blank walls facing the sidewalk, and buildings with entrances facing the sidewalk. A well-crafted response will explain and demonstrate why the proposed project is pedestrian friendly with regard to use/design. Perspectives and elevations may be helpful.

SCALE - Projects that establish a forward-looking scale for future development in downtown Caldwell are preferred. The surrounding context is generally comprised of two to four-story structures. Priority will be given to projects which meet or exceed surrounding context.

PARKING - A well-crafted response will explain and show how the project both fits the neighborhood and employs an urban parking approach. Responders shall explain and commit to a parking plan that accommodates the parking demands of the redevelopment project consistent with applicable City of Caldwell codes and requirements.

INVESTMENT- Total construction value, and anticipated total taxable value are relevant. Projects with greater investment and property valuation (tax) growth will be preferred.

CATALYST POTENTIAL - A well-crafted response will explain and demonstrate why the project may be a catalyst for future development. For example, does the project leverage neighborhood assets and seek to partner and/or incorporate surrounding features like the Indian Creek Plaza or Indian Creek Park? Will the project attract more development to this area of downtown?

WINTER WONDERLAND – Responders shall include concepts, proposals and commitments about how the redevelopment project will complement and enhance Caldwell's Winter Wonderland seasonal event, including the possibility of preserving a space for the City's Christmas tree which has, at times, been located on a portion of the subject property.

PEDESTRIAN ACCESS - Pedestrian access from the southwesterly-adjacent Indian Creek bridge directly to Main Street shall be preserved indefinitely in any redevelopment of the site. The width of the pedestrian access shall be a minimum of twelve feet (12') to match the bridge width. Redevelopment may include use of air rights above said pedestrian access, but the accessway shall be a minimum of twelve feet (12') in height.

SUBMISSION REQUIREMENTS:

A letter of Introduction: A letter of introduction signed by the Responder.

Responder/Team: Provide the following information:

- Name, address and telephone number of the Responder submitting the RFP.
- Name, address and telephone number of the proposed contractor for the project.
- Description of form of organization of Responder (corporation, partnership, sole-proprietorship, etc.)
- Statement of years the Responder has been in business under current name, and a list of other names under which the Responder, or its principals, have operated.
- Webpage address, if available, of the Responder.
- Name, address and telephone number for the project manager.

Portfolio: A portfolio that includes a minimum of three (3) examples from the Responder of construction/development projects that have been completed within the last ten (10) years or that are currently under construction. Projects should demonstrate quality of design.

Concept Plan: Provide the following information:

- An overall narrative description of the project
- A concept sketch of floor plans for this project are recommended.
- Photographs or perspective drawings of other projects depicting possible architectural concepts viewed as appropriate for this project are recommended.
- Additional written or graphic materials, if needed, to communicate the project

Development/Phasing Timeline: A proposed timeline for negotiation of the DDA and construction. The timeline should include any uncertainties or contingencies that may affect the progress of development.

Evaluation Criteria: A detailed analysis of how the project concept proposed in response to this RFP meets the Evaluation Criteria set forth above. The analysis should address each of the criteria and discuss whether the project furthers the Agency's goals for this site.

Additional Information: Agency reserves the right to request additional information during the review period.

Number of Copies: Three (3) copies, along with one (1) electronic copy.

Deadline: Responses must be received no later than 5:00 PM MDT on Monday, August 17, 2026. It is the sole responsibility of each Responder to see that its submission is received by the date and time stated in this RFP. No oral, facsimile or email submittals will be considered.

Proposals must be submitted by mail or hand-delivered to:

Ofelia Morales
Assistant Economic Development Director, Urban Renewal Agency of the City of Caldwell, Idaho
205 S. 6th Ave.
Caldwell, Idaho 83605
(208) 615-6135
omorales@cityofcaldwell.org

ADDITIONAL TERMS AND CONDITIONS

No Responder shall offer any gratuities, favors or anything of monetary value to any official or employee of the Agency or City of Caldwell for the purpose of influencing consideration of this RFP.

All responses submitted must be the original work product of the Responder. The copying, paraphrasing or otherwise using of substantial portions of the work product of another Responder is not permitted. Failure to abide by this instruction will cause the RFP response to be rejected.

Agency has no responsibility for any expenses incurred by a Responder in the course of responding and/or presenting this or subsequent proposals.

Agency may terminate the RFP process at any time, for any reason, with no requirement to disclose its reasoning.

Agency also reserves the right to reject any RFP response at any time, or to terminate any negotiations implied in this RFP or initiated subsequent to it. Agency may accept any proposal as it deems to be in the public interest and in furtherance of the purposes of the Idaho Urban Renewal Law, and the Plan, it may proceed with further selection processes, or it may reject any or all submissions.

Agency may change any part of the RFP process at any time for any reason.

Agency intends to consider recommendations from a review panel in selecting the Preferred Developer to advance toward the DDA. If Agency is unable to reach a satisfactory agreement, Agency may terminate negotiations and commence negotiations with the next highest ranked Responder and so on, or, in its sole discretion, determine not to enter into a DDA with any of the Responders and terminate the process.

The Agency will determine, from the information submitted in the responses, the most qualified proposal to meet the stated objectives under the criteria set forth herein. The Agency will make the final selection.

Nothing in any response to this RFP will constitute business terms under any eventual agreement. Responder's participation in this RFP and any communications of any kind, by any individual, at any phase of the RFP process, should not be relied upon or construed as binding unless included in a DDA that is fully executed by the parties.

While efforts have been made to ensure accurate information in this RFP, neither Agency, the City of Caldwell, nor any other public participant or partner, civic group or individual, nor any of their elected officials, officers, agents, employees or consultants, shall be responsible for the accuracy of any

information provided to any person as part of this RFP process. All Responders must independently verify the accuracy of any information relied on. The use of any of this information in the preparation of a response to this request is at the sole risk of the Responder.

CONFIDENTIALITY AND PUBLIC RECORDS LAWS

This RFP is a public process. Therefore, information and materials collected under the RFP are public records. The information that is received by Agency may be subject to disclosure under the Idaho Public Records Act, Title 74, chapter 1. With the potential exception of some credit data, proprietary information or trade secrets (identified as such by the Responder in the response), it is anticipated that submissions to this RFP will contain little or no material that is exempt from disclosure under the Idaho Public Records Act. Any questions regarding the applicability of the Public Records Law should be addressed by Responder's own legal counsel PRIOR TO SUBMISSION. The Agency will not provide any opinion or guidance on whether or not any information or materials submitted in response to this RFP would be considered exempt from disclosure under Idaho's Public Records Act. Any proprietary or otherwise sensitive information contained in or with any proposals may be subject to potential disclosure.

Accordingly, Responders should take the following steps with respect to any information believed to be exempt from disclosure or confidential. Responder shall segregate any proprietary information or trade secrets and provide an explanation as to why such information should not be deemed a public record, citing the applicable portion of the Idaho Public Records Act. On any items submitted with the RFP that the Responder believes are exempt from disclosure under the Idaho Public Records Act, clearly mark the upper right corner of each page of any such document or material with the word "Exempt". This alone does not mean the document is in fact exempt from disclosure, but Agency will evaluate any request for exemption and keep the information confidential if permitted by Idaho law.

The Agency's disclosure of documents, or any portion of a document, submitted and marked as exempt from disclosure under the Idaho Public Records Act may depend upon official or judicial determinations, made pursuant to the Idaho Public Records Act. Responders, by replying to this RFP, agree to release and hold Agency harmless from any and all liability for disclosing any material or documents included in any proposals submitted to Agency.

QUESTIONS AND CLARIFICATIONS:

If you have questions regarding this RFP, please submit them in writing by Friday, August 14, 2026, via email to omorales@cityofcaldwell.org. The Agency will endeavor to answer all questions submitted and provide both the question and the answer to all Responders that have expressed interest in the RFP.

RESOLUTION NO. 2026-011

A RESOLUTION OF THE COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO, APPROVING THAT CERTAIN MAIN ST. REDEVELOPMENT: REQUEST FOR PROPOSALS (RFP).

Be it resolved that the Urban Renewal Agency of the City of Caldwell, Idaho (“Agency”) approves that certain **Main St. Redevelopment: Request for Proposals (RFP)** pursuant to Idaho Code 50-2011. A copy of said RFP is attached hereto as Exhibit A and incorporated by this reference; and

PASSED BY THE AGENCY this 8th day of June, 2026

APPROVED BY THE CHAIR OR VICE-CHAIR of the Agency this 8th day of June, 2026

APPROVED

By _____
Julie Warwick, Vice-Chair

ATTEST:

By _____
Agency Clerk

RESOLUTION NO. 2026-012

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO, (“AGENCY”) DENYING MIDDLETON RURAL FIRE DISTRICT’S (“MRFD”) REQUEST TO WITHDRAW FROM THE REVENUE ALLOCATION PROVISIONS OF THE PLAN FOR THE CALDWELL NORTH URBAN RENEWAL AREA (“CNURA”) PURSUANT TO IDAHO CODE 50-2906(5) AND AUTHORIZING THE AGENCY VICE-CHAIR TO EXECUTE AND DELIVER A LETTER, WITH ATTACHMENTS, EXPLAINING THE DENIAL AND AGENCY INDEBTEDNESS.

WHEREAS, on May 22, 2026, Agency received correspondence from MRFD, including its Resolution No. 2026-05, seeking withdrawal from the revenue allocation provisions of the plan for the CNURA pursuant to Idaho Code 50-2906(5); and

WHEREAS, the Agency has reviewed and considered the request for withdrawal and finds that it must be denied due to outstanding financial obligations of the Agency payable from revenue allocation proceeds as described at Idaho Code 50-2906(5)(a) and (c).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO:

Section 1: Agency, pursuant to Idaho Code 50-2906(5)(a) and (c), hereby denies MRFD’s request to withdraw from the revenue allocation financing provisions of the plan for the CNURA for the reasons expressed in the letter attached as **Exhibit A** and incorporated by this reference.

Section 2: Agency authorizes the Agency Vice-Chair to execute and deliver the attached letter (Exhibit A) with its attachments to MRFD as provided for at Idaho Code 50-2906(5)(c).

ADOPTED AND APPROVED THIS ____ day of _____, 2026.

VICE-CHAIR

ATTEST:

SECRETARY

Urban Renewal Agency of the City of Caldwell
411 Blaine Street
Caldwell, Idaho 83605

June 8, 2026

William F. Gigray, Attorney at Law
White Peterson
5700 E. Franklin Road, Suite 200
Nampa, Idaho 83687-7901

Via regular mail and email: wfg@whitepeterson.com

RE: Response to Request for Withdrawal – MRFD Resolution No. 2026-05

Dear Mr. Gigray:

The Urban Renewal Agency of the City of Caldwell, Idaho (“Agency”) is in receipt of your recent letter on behalf of the Middleton Rural Fire District (“MRFD”). The letter, received via email on May 22, 2026, enclosed MRFD Resolution No. 2026-05 requesting withdrawal from the Caldwell North Urban Renewal District’s (“CNURA”) revenue allocation financing provision pursuant to Idaho Code Section 50-2906(5). The request was reviewed by the Agency at its regular meeting on June 8, 2026, within ten (10) business days of receipt, in accordance with Idaho Code Section 50-2906(5)(c). At the meeting, the Agency reviewed MRFD’s request, the increment amount provided by the Canyon County Clerk and Treasurer, and the Agency’s bonds, outstanding contractual obligations and other indebtedness.

As you may know, Idaho Code Section 50-2906(5)(a) only permits a rural fire district to withdraw:

if the urban renewal plan establishing the revenue allocation financing provision does not have any outstanding bonds, contractual obligations, or other indebtedness being funded by such revenue allocation financing provision greater than the amount of the revenue allocation proceeds that was attributable to the fire protection district... as of December 31 of the immediate prior tax year.

Idaho Code Section 50-2906(5)(a) provides a simple formula to determine whether the Agency can approve MRFD’s request. The formula requires that the Agency compare the amount of the allocation proceeds applicable to MRFD as of December 31 of the immediately prior tax year (2025) as established by “an accounting from the county” to the Agency’s “outstanding bonds, contractual obligations, or other indebtedness being funded by such revenue allocation financing provision....” If the Agency’s outstanding obligations exceed MRFD’s share of allocation proceeds, withdrawal from CNURA’s revenue allocation financing provision is not available. The Agency employed this formula in reviewing MRFD’s request for withdrawal.

Based upon the accounting received from the Canyon County Clerk and Treasurer, a copy of which is attached as **Exhibit A**, the allocation proceeds applicable to MRFD as of December 31, 2025, is \$7,794.59.

The Agency does not have any outstanding bonds attributable to CNURA. The Agency has an outstanding contractual obligation in CNURA pursuant to that certain *Participation and*

Reimbursement Agreement dated September 25, 2024 (“District 26 TIF Agreement”), a copy of which is attached as **Exhibit B**. Pursuant to the terms of the District 26 TIF Agreement, the Agency is obligated to reimburse Base layer Caldwell, LLC, for infrastructure improvements on and adjacent to Highway 20/26 just westerly of the interchange at I-84. The total reimbursement is not to exceed \$624,136.32 and the current balance owing for completed infrastructure exceeds \$300,000.

The Agency also has an outstanding contractual obligation in CNURA pursuant to that certain *Participation and Reimbursement Agreement* dated July 14, 2025 (“Maverick TIF Agreement”), a copy of which is attached as **Exhibit C**. Pursuant to the terms of the Maverick TIF Agreement, the Agency is obligated to reimburse Maverick, Inc. for infrastructure improvements in the vicinity of Highway 20/26 and Green Road just westerly of the interchange at I-84. The total reimbursement is not to exceed \$477,882.00 and the current balance owing for completed infrastructure is \$477,882.00.

The Agency also has existing and regular professional services agreements for legal and accounting services as well as ongoing operational expenses which are attributable, in significant part, to work in CNURA. The approved budgeted amount for these expenses is itemized on **Exhibit D**. There is typically not a set amount for these obligations and the corresponding cost for services can vary. Exhibit D attributes these expenses to the Agency’s various project area size, values and complexity. Therefore, the Agency only considered the approved budgeted amounts, estimated for the CNURA, for these line items, a total of \$235,076.

Based on the formula provided in Idaho Code Section 50-2906(5)(a) the outstanding debts and obligations of the Agency attributable to CNURA exceeds \$1,000,000, all of which are funded by revenue allocation proceeds. The obligations are far in excess of the \$7,794.59 in allocation proceeds applicable to MRFD. This disparity prohibits MRFD’s requested withdrawal from CNURA’s revenue allocation financing provision. After considering the request and comparing the numbers in accordance with the formula provided under Idaho Code Section 50-2906(5)(a), the Agency voted to deny MRFD’s request to withdraw from CNURA.

Idaho Code Section 50-2906(5)(c) provides that if the Agency denies a request, that denial must be in writing and that the Agency provide specific information about its contractual obligations and other indebtedness. This letter, and the attached exhibits, constitute the written denial of MRFD’s request and the information relied upon in reaching its decision.

Sincerely,

The Urban Renewal Agency of the City of Caldwell, Idaho

Julie Warwick
Vice-Chair



URBAN RENEWAL REVENUE ALLOCATION AREA

ACCOUNTING PROCEEDS
TAX YEAR 2025

JESS URRESTI
CLERK

714 MIDDLETON FIRE
LEVY RATE: 0.0007325210

JENNIFER WATTERS
TREASURER

TAX ACCOUNTING AS OF DECEMBER 31, 2025

URBAN RENEWAL AGENCY (URA) REVENUE ALLOCATION AREA (RAA)	INCREMENT VALUE		TAXES		BALANCE
	ANNUAL	CHARGED	COLLECTED	CREDITS* ADJUSTED**	
CALDWELL URBAN RENEWAL AGENCY					
CALDWELL NORTH RAA	10,640,765	\$7,794.59	(\$4,016.83)	(\$130.07)	\$0.00 \$3,647.69
MIDDLETON URBAN RENEWAL AGENCY					
MIDDLETON DOWNTOWN RAA	31,107,645	\$22,786.98	(\$13,961.33)	(\$355.88)	\$0.00 \$8,469.77
MIDDLETON EAST RAA	42,167,589	\$30,888.67	(\$16,450.50)	(\$65.99)	\$0.00 \$14,372.18

TAX ACCOUNTING AS OF APRIL 29, 2026

URBAN RENEWAL AGENCY (URA) REVENUE ALLOCATION AREA (RAA)	INCREMENT VALUE		TAXES		BALANCE	
	ANNUAL	SUPL	CHARGED	COLLECTED		CREDITS* ADJUSTED**
CALDWELL URBAN RENEWAL AGENCY						
CALDWELL NORTH RAA	10,640,765	-	\$7,794.59	(\$6,685.96)	(\$130.07)	\$0.00 \$978.56
MIDDLETON URBAN RENEWAL AGENCY						
MIDDLETON DOWNTOWN RAA	31,107,645	-	\$22,786.98	(\$14,413.50)	(\$355.88)	(\$3.44) \$8,014.16
MIDDLETON EAST RAA	42,167,589	3,671,675	\$33,578.24	(\$28,202.65)	(\$65.99)	\$0.00 \$5,309.60

*Property Tax Reduction (PTR) and Homeowner (HTR) Credits.

**Adjustments applied to Tax Charged, Tax Collected, and Credits.

**714 MIDDLETON FIRE
2025 HYPOTHETICAL BUDGET INCREASE**

REVENUE ALLOCATION AREA	START YEAR	% OF INCRMENT VALUE	ADJUSTED INCREMENT VALUE (Incr Val * %)	EST. BUDGET INCREASE
CALDWELL NORTH RAA	2022	80%	8,512,612	\$6,236
MIDDLETON DOWNTOWN RAA	2009	80%	24,886,116	\$18,230
MIDDLETON EAST RAA	2023	80%	36,671,411	\$26,863

PARTICIPATION AND REIMBURSEMENT AGREEMENT

PROJECT NAME: District 26

PARTIES:

AGENCY

The Urban Renewal Agency of the City of Caldwell, Idaho, also known as the Caldwell Urban Renewal Agency (or "CURA"), whose address is 205 South 6th Avenue, P.O. Box 1179, Caldwell, ID 83605

DEVELOPER

Base Layer Caldwell, LLC
whose address is 15258 Green Rd, Caldwell, ID 83607

THIS PARTICIPATION AND REIMBURSEMENT AGREEMENT (hereinafter “Agreement”) is entered into by and between the Caldwell Urban Renewal Agency, an independent public body, corporate and politic (hereinafter “Agency”), organized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (hereinafter the “Law”), and undertaking projects under the authority of the Law and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (hereinafter the “Act”), and Base Layer Caldwell, LLC., an Idaho limited liability company whose address is 15258 Green Rd, Caldwell, ID 83607 (hereinafter “Developer”). Collectively, Agency and Developer may be referred to as the “Parties” and each individually as “Party,” on the terms and provisions set forth below.

WITNESSETH

WHEREAS, Agency is an urban renewal agency created by and existing under the authority of the Law and the Act; and

WHEREAS, following a duly noticed public hearing, the City Council of the City of Caldwell, Idaho, adopted Ordinance No. 3391, approving the Caldwell North Urban Renewal Area Plan (hereinafter the “CNURA Plan”); and

WHEREAS, Developer owns approximately 89.72 acres of real property located generally North of Green Road and Highway 20/26, South of the West Canyon Canal, and East of the 20/26 Commercial Park Subdivision in Canyon County Idaho (the “Site”); and

WHEREAS, the Private Development (defined below) and the Agency Funded Eligible Improvements (defined below) may collectively be referred to as the “Project”; and

WHEREAS, as part of the Project, Developer intends to undertake certain eligible public infrastructure costs, including a new Public Road approach (Gravel Ln & Highway 20-26) and the increase of highway corridor capacity and safety with right turn lane, acceleration lane and left turn lane including relocation of overhead utilities. (the “Agency Funded Eligible Improvements”); and

WHEREAS, the CNURA Plan authorizes the Agency to use revenue allocation financing to fund specific projects and improvements to implement the CNURA Plan, including those proposed by the Developer; and

WHEREAS, Agency and Developer have negotiated the major terms of Agency’s participation in the funding of the Agency Funded Eligible Improvements; and

WHEREAS, the Agency Funded Eligible Improvements implement several objectives outlined in the CNURA Plan; and

WHEREAS, Developer has represented the Private Development (defined below) would not be developed as contemplated but for the Agency’s reimbursement of the Agency Funded Eligible Improvements; and

WHEREAS, as a result of Developer’s agreement to construct the Project, Developer’s commitment to comply with the terms of the CNURA Plan and Agency’s commitment to reimburse Developer for the Agency Funded Eligible Improvements, in compliance with the CNURA Plan, the Parties deem it necessary to enter into this Agreement to define their respective obligations.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). Developer shall complete the Private Development and the Agency Funded Eligible Improvements within eighteen (18) months from the Effective Date (the “Construction Term”). Upon written request, the Agency may grant one extension of the Construction Term for a period not to exceed six (6) months to allow Developer to complete the Private Development and the Agency Funded Eligible Improvements. Failure to comply with the timing requirements herein will void the Developer’s entitlement to any payments and/or reimbursements under this Agreement. Agency’s reimbursement obligations under Section III.G shall continue until the earlier of (i) Agency has paid to Developer those amounts due hereunder; (ii) this Agreement is terminated; or (iii) the expiration of the CNURA Plan, either on December 31, 2041, or sooner if terminated prior to said date by the Agency (the “Reimbursement Term”).

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement, and Interest

The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate, and a portion of the consideration for the agreements contained herein. The mutual consideration and covenants contained herein are intended to achieve the objectives and obligations of both Parties. The Agency’s commitment herein is intended to comply with the Agency’s authority under the Law, the Act, and the CNURA Plan and is not a gift or donation of public funds.

The purpose of this Agreement is to effectuate the CNURA Plan by providing for the reimbursement of all or a portion of the Agency Funded Eligible Improvements, as generally identified in Attachment 4, on or adjacent to the Site. The full plan set for the Agency Funded Eligible Improvements is contained within Attachment 5.

The enhancements to the Site, and adjacent thereto, pursuant to the Agency Funded Eligible Improvements and the fulfillment, generally, of this Agreement are in the vital and best interests of the City and the health, safety, and welfare of its residents and are in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements. Implementation of this Agreement will further the goals and objectives of the CNURA Plan.

B. The Plan

This Agreement is subject to the provisions of the CNURA Plan.

C. The Project Area

The Project Area for the CNURA Plan is located partially within the City of Caldwell and partially within unincorporated Canyon County, and the exact boundaries of the Project Area are set forth in the CNURA Plan, on file with the City Clerk of the City of Caldwell, Idaho. The Site is located within the Project Area.

D. The Site and Agency Funded Public Improvements

The Site is located within the Project Area, as depicted in Attachment 1, the Site Map, and as more particularly described in the Legal Description of the Site, attached hereto as Attachment 2. A conceptual plan of the Site and the Agency Funded Public Improvements is set forth on Attachment 3.

E. Agency Participation Policy

Generally, the Agency will agree to financially participate with a private developer when such participation achieves the objectives of the CNURA Plan, is not duplicative of other public entity funding, and does not replace or substitute for the obligations imposed by other governmental agencies on the Developer. The specific participation by the Agency for this Site is as set forth herein.

H. The Private Development and City Agreements

1. The Private Development

District 26 will consist of a mix of commercial and industrial uses that consists of logistics, freight services, assembly, fabrication, manufacturing, processing of agricultural products, goods, materials, and other uses. The site is strategically located at the Northern boundary of one of four key primary freight clusters in the area, which account for 70-75% of freight activity in the region. The freight cluster is an interconnection of interstates, highways and road systems that are considered key to commerce, logistics and distribution of freight and goods throughout the Treasure Valley. The reimbursable improvement contemplated within this Agreement is the first step in the foregoing development, and the plan set for said reimbursable improvement is attached hereto in Attachment 5.

2. City Agreements and Approvals

“City Agreements and Approvals” shall mean those certain agreements between Developer and City, if any, concerning, among other things, any required building permits, conditions, and other approvals by City for the development of the Private Development on the Site, including any development agreement, or any impact fee credit/reimbursement agreement with the City.

City Agreements and Approvals also includes any agreements between Developer and City, if any, concerning the Agency Funded Eligible Improvements, as well as any other permits, conditions, and other approvals by City for the performance of the Agency Funded Eligible Improvements on or adjacent to the Site.

Any material default by Developer of the City Agreements and Approvals, including, but not limited to, any and all applicable City ordinances, not cured within any applicable cure period, shall constitute a default under this Agreement with the Agency reserving any of its rights and remedies under this Agreement concerning default.

III. IMPROVEMENT OF THE SITE AND AGENCY'S PARTICIPATION

A. Development Renderings

Developer agrees that the Private Development and the Agency Funded Eligible Improvements will be in full compliance with the CNURA Plan, all applicable City building and zoning ordinances, and any City Agreements and Approvals. An overall development concept for the Project have not been reviewed by the Agency Board. Developer shall submit at least one rendering setting out the development concept and present the same to the Agency Board within twelve (12) months of the Effective Date.

B. Cost of Construction

The cost of all improvements to the Site, and those improvements adjacent to the Site, including the Private Development and the Agency Funded Eligible Improvements, shall be borne by the Developer except as the Agency Funded Eligible Improvements may be eligible for reimbursement following completion as otherwise set forth herein.

C. Agency, City, and Other Governmental Agency Permits

Developer has or shall secure, at Developer's own expense, any and all permits or approvals which may be required by Agency, City, or any other governmental agency or utility company necessary for construction of the Project.

D. Agency Funded Eligible Improvements

The Agency Funded Eligible Improvements are (a) critical to the redevelopment the Project Area and/or improvement of the Site and (b) provide support for a higher quality of development that should assist Agency in meeting the objectives of the CNURA Plan. Because of the proposed Private Development and Agency Funded Eligible Improvements, which achieve several of the objectives contained within the CNURA Plan, Agency finds that a portion of the scope of work related to the overall enhancement of the Site and Project Area may be reimbursed by the Agency. Agency finds that the Agency Funded Eligible Improvements are in the best public interest and provide for enhanced improvements adjacent to the Site, and within the Project Area.

In consideration of the terms of this Agreement and subject to certain conditions as contained in this Agreement, Agency agrees to reimburse Developer the costs of certain approved Agency Funded Eligible Improvements as verified by the Agency and/or its designee. Approved Agency Funded Eligible Improvements include only those improvements listed and identified on Attachment 4.

E. Agency Review and Approval of Design and Construction Documents

Agency shall have the right and the opportunity to review and approve within fifteen (15) business days any substantial changes to the renderings submitted pursuant to Section III.A concerning Developer's design, construction and/or improvement plans, and the right and opportunity to review budgets and bids for the Agency Funded Eligible Improvements (collectively the "Agency Funded Public Improvement Construction Documents"). Developer will utilize commercially reasonable contracting, budgeting, and

bidding practices to ensure that the Agency Funded Eligible Improvements are performed consistent with the Agency Funded Public Improvement Construction Documents and are undertaken in a reasonable manner.

F. Reimbursement Obligation

1. Amount of Reimbursement

In consideration of Developer's completion of the Agency Funded Eligible Improvements, Agency, subject to the terms of this Agreement, agrees to reimburse Developer an amount equal to the Actual Eligible Costs, as defined below, of the Agency Funded Eligible Improvements, not to exceed six hundred and twenty-four thousand, one hundred and thirty-six and thirty-two/100 Dollars (\$_ 624,136.32) , with no interest accruing on the Reimbursement Obligation (defined below).

2. Notification, Inspection, Approval

Upon completion of the Agency Funded Eligible Improvements associated with the Project, Developer shall notify Agency in writing to request a meeting with the Agency Administrator and/or City staff to determine if the completed Agency Funded Eligible Improvements meet the requirements of this Agreement (the "Notification of Completion"). The Developer shall ensure the completed improvements comply with the plan set in Attachment 5, and shall make any requested revisions, modifications, or adjustments to the work performed to ensure the same. Agency shall provide Developer with written confirmation that the completed Agency Funded Eligible Improvements are eligible for reimbursement as follows:

(a) With respect to the Notification of Completion, Developer is responsible for submitting a detailed schedule of values, invoices, and receipts for work performed on the Agency Funded Eligible Improvements as part of the Project, including lien waivers, in a form deemed acceptable by the Agency Administrator (the "Cost Documentation") which will permit the Agency to determine the Actual Eligible Costs, which shall be the actual costs to construct the Agency Funded Eligible Improvements. Cost Documentation shall include the following:

i. An accounting of the costs associated with the completed Agency Funded Eligible Improvements and evidence of payment of such costs by Developer. Developer shall include a schedule of values that includes line items for the Agency Funded Eligible Improvements for reimbursement so they are identifiable, separate from other line items, invoices from Developer's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item, which shall specify quantities and unit costs of installed materials. Actual Eligible Costs do not include soft costs, (e.g., soft costs that are not eligible include architectural

and engineering design; developer fees; permits; traffic control; and mobilization) unless the same are included in Attachment 4, or costs paid for by another public or private entity.

ii. Explanation of any significant deviation between the initial cost estimates in the CNURA Plan and Attachment 4 and the actual costs in the Cost Documentation.

iii. Additional documentation or clarifications as requested by the Agency Administrator.

(b) The Agency Administrator and/or his designee shall have the right to review the Cost Documentation, to inspect the completed Agency Funded Eligible Improvements, and to obtain independent verification that the quantities of work claimed and the costs associated therewith are accurate, commercially reasonable and appropriate for the completed Agency Funded Eligible Improvements, and consistent with the cost estimates provided by Developer to Agency prior to construction, and meets the objectives of Title 67, Chapter 28, Idaho Code. The Agency's approval shall not be unreasonably conditioned, delayed, or withheld.

(c) Within thirty (30) days of Agency's receipt of the Cost Documentation, the Agency shall notify Developer in writing of Agency's acceptance or rejection of the Cost Documentation and Agency's determination of the Actual Eligible Costs to be reimbursed, memorialized in a written confirmation, to be executed by the Developer and the Agency. Agency shall, in its discretion, determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in the Agency Funded Public Improvement Construction Documents. In no event shall the total for all Actual Eligible Costs exceed the amount allowed by Section II.F(1).

If Developer disagrees with Agency's calculation of the Actual Eligible Costs, Developer must respond to Agency in writing within five (5) business days explaining why Developer believes Agency's calculation was in error and providing any evidence to support any such contentions Developer wants Agency to consider. Agency shall respond to Developer within five (5) business days with a revised amount for the Actual Eligible Costs or notifying Developer that the Agency will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final.

Agency's determination of the Actual Eligible Costs is within its sole discretion, however, approval of Actual Eligible Costs for Agency Funded Eligible Improvements listed in Attachment 4 will not be unreasonably withheld.

3. Allocation of Costs

Agency and Developer agree Developer shall be able to allocate expenses among the various items listed on Attachment 4 so long as the total amount of reimbursement sought by Developer does not exceed six hundred and twenty-four thousand, one hundred and thirty-six and thirty-two/100 Dollars (\$ 624,136.32). Developer shall notify Agency Administrator of the allocation of costs among the items listed on Attachment 4.

4. Reimbursement

Developer shall initially pay for all of the costs of construction for the Agency Funded Eligible Improvements associated with the Project. By approval of this Agreement by Agency's Board of Commissioners, Agency has authorized reimbursement for the Actual Eligible Costs of the Agency Funded Eligible Improvements (the "Reimbursement Obligation") as set forth in Section F, Section G, and the other provisions of this Agreement.

Developer projects the assessed taxable value of the Private Development once fully developed to be approximately \$120,000,000.

G. Reimbursement Procedure

1. Agency's Reimbursement Obligation shall not commence until (i) completion of all the Agency Funded Eligible Improvements as determined by the Agency and approved and accepted by the appropriate utility and/or the City; (ii) execution of the written confirmation described in Section (F)(2)(c), above; (iii) the Agency Funded Eligible Improvements are completed within the time required in Section I here; (iv) an ordinance annexing the Site has been recorded against the Site; and (v) revenue allocation proceeds as described in the Act are received by the Agency from the Site.

2. Revenue allocation proceeds received by the Agency from the Site may be used to reimburse the Agency Funded Eligible Improvements meeting the reimbursement process required by Section G(1).

3. Subsequent to the satisfaction of the conditions set forth in Section G(1) and/or G(2), in conjunction with its receipt of revenue allocation proceeds on an annual basis from the Site, the Agency will retain ten percent (10%) of the revenue allocation proceeds for the Site per year for the Project Area operating and administrative expenses, as well as CNURA Plan implementation costs for additional public infrastructure improvements. Agency agrees to make payment to the Developer of the remaining ninety percent (90%) of tax increment revenue allocation proceeds actually received and arising from the Site subsequent to the satisfaction of the conditions set forth

in Section III.G(1) for the Reimbursement Term. **DEVELOPER ACKNOWLEDGES THE REVENUE ALLOCATION PROCEEDS MAY NOT BE SUFFICIENT TO PAY OFF THE REIMBURSEMENT OBLIGATION ON OR BEFORE THE TERMINATION OF THE REVENUE ALLOCATION AUTHORITY UNDER THE CNURA PLAN AND ASSUMES THAT RISK. DEVELOPER ALSO ACKNOWLEDGES AGENCY HAS NO CONTROL OVER THE ASSESSMENT PROCESS OF THE SITE AND THE IMPOSITION OF THE LEVY ON THE SITE. DEVELOPER FURTHER ACKNOWLEDGES AGENCY HAS NO CONTROL OVER THE PRIVATE DEVELOPMENT.**

4. Subject to Section III.G(1) biannual payments are due to Developer within sixty (60) days of receipt of revenue allocation proceeds from the Site by Agency, or April 1 and September 1, whichever is later.

5. Agency shall have no obligation to make payments to the Developer for taxes collected and paid to Agency beyond the Reimbursement Term.

6. Agency may pay, at any time, in whole or in part, without penalty, the then remaining outstanding balance of the Reimbursement Obligation.

7. Developer acknowledges that no payments are due to Developer from any property or development within the Project Area other than the Site.

8. All payment due hereunder shall be paid to the Developer, and future owners or tenants of residential and/or commercial units created on the Site as part of the Project shall have no claim or entitlement to such payments as a result of such ownership or tenancy.

H. Non-General Obligation

As provided by Idaho Code § 50-2910, the obligations of Agency hereunder shall not constitute a general obligation or debt of the Agency, the State of Idaho, or any of its political subdivisions or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the monies deposited in the special fund or funds provided for herein and pledged hereby to the payment of a Reimbursement Obligation.

I. Taxes

The Act provides that Agency will be paid revenue allocation proceeds contingent on the amount of assessed value as determined by the Canyon County Assessor each year and the rate of tax levy or the percentage of assessment levied by each of the taxing agencies. Agency is not a guarantor of the assessment determination made by Canyon County Assessor or guarantor of collection of taxes by the Canyon County Treasurer.

Developer shall pay, when due, all real estate and personal property taxes and assessments assessed and levied on Developer's ownership interest of the Site. This provision or covenant shall run with the land and be binding upon Developer's successors. Except as set forth herein, nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to Developer with respect thereto; provided, such contest does not subject the Site or any portion thereof to forfeiture or sale.

The increment tax revenues from the Site (as determined from the assessment records of the Canyon County Assessor and the payment records of the Canyon County Treasurer) shall be paid to Developer if and only as they are paid to Agency by Canyon County, the entity which has the legal responsibility to collect property taxes.

Developer recognizes Agency has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property, personal property and operating property taxes. Developer also recognizes the ability of Agency to reimburse Developer for the Reimbursement Obligation is dependent on the ad valorem assessment and collection process. Therefore, in the event insufficient taxes are received by Agency because of reduction of the tax levy rate or assessed values less than assumed by Agency and Developer or in the event of any tax delinquency by any owner of parcels within the Site or by any tenant related to personal property, or due to legislative changes, Developer will likely receive less reimbursement from Agency to pay the Reimbursement Obligation.

Developer shall not apply for or otherwise request any exemption or reduction in property taxes on the Site during the term of the CNURA Plan, unless otherwise consented to by the Agency in writing. So long as any parcel in the Site qualifies for an Agricultural exemption, this prohibition shall not apply to that specific parcel seeking that specific exemption.

J. No Security Interest

The Parties agree this Agreement does not provide Developer with a security interest in any other CNURA Plan area, including, but not limited to, revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code).

K. Liens/Payment of General Contractor

Developer hereby certifies that as of the Effective Date no mechanic's or materialman's liens have been placed on the Site (other than inchoate liens), and that the general contractor and all subcontractors have been or will be paid in full for all work performed on the Site when due. In the event any materialman's liens are placed on the Site, Developer agrees Agency may suspend any payments required under this Agreement until any liens or claims related to the Project and made by any contractor, subcontractor, or material supplier that performed work on, or adjacent to the Site, related to the Agency Funded Eligible Improvements and/or the Private Development have been satisfied.

L. Agency Contribution Assignable

Agency and Developer agree that Agency's obligations run only to Developer, or its assignee, and that Agency is under no obligation to grant any additional consideration or greater participation than set forth herein. Developer shall have the absolute right to assign its right to receive any payments to its lender, its successor, or other entity designated by Developer.

M. Indemnification

Developer shall indemnify, defend, and hold Agency and its respective commissioners, officers, agents, consultants, and employees (collectively referred to in this Section M as "Agency") harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect, design, and attorney fees (collectively referred to in this Section M as "Claim"), which may be imposed upon or incurred by or asserted against Agency and for which Agency may be legally liable under applicable law by reason of any of the following occurrences, provided Developer shall have no obligation to indemnify, defend, and hold Agency harmless from and against any Claim to the extent it arises from the negligence or willful act or omission of Agency or Agency's contractors and associated subcontractors:

1. Any work done in, on, or about the Site, or adjacent to the Site, including the Agency Funded Eligible Improvements, or work related to the Project; or
2. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Site or any part thereof; or
3. Any negligent or intentional wrongful act or omission on the part of Developer or any of its agents, contractors, servants, employees, subtenants, operators, licensees, or invitees; or
4. Any accident, injury, or damage to any person or property occurring in, on, or about the Site, or adjacent to the Site, or any part thereof, during construction of the Project; or
5. Any failure on the part of Developer to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part.
6. Funding, by Agency, of the Agency Funded Eligible Improvements.

In case any such Claim is brought against Agency, Developer, upon written notice from Agency, shall, at Developer's expense, resist or defend such Claim by counsel approved by Agency, which approval shall not be unreasonably withheld, conditioned, or delayed.

N. Insurance

Developer shall, or through its contractor constructing the Agency Funded Eligible Improvements, at Developer's sole cost, obtain and maintain in force for the duration of the Agreement (including any warranty period) insurance of the following types with limits not less than those set forth below and in a form acceptable to Agency:

1. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and property damage, with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$4,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name Agency, including its respective affiliates, and City as additional insureds.
2. During the construction of the Project, including the Private Development and the Agency Funded Eligible Improvements, Builder's Risk Insurance, or equivalent, for the Project covering one hundred percent (100%) of the replacement cost of the Project. This policy shall be written on a builder's risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the construction, temporary buildings, falsework, and construction in transit and shall insure against at least the following perils: (i) fire, (ii) lightning, (iii) explosion, (iv) windstorm or hail, (v) smoke, (vi) vehicles, (vii) civil commotion, (viii) theft, (ix) vandalism and malicious mischief, (x) leakage from fire extinguishing equipment, (xi) collapse, (xii) breakage of building glass, (xiii) falling objects, (xiv) debris removal, (xv) demolition occasioned by enforcement of laws and regulations, (xvi) weight of snow, ice, or sleet; or (xvii) weight of people or personal property;
3. Workers' Compensation Insurance, if Developer has employees, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Developer's employees, and Employer's Liability Insurance. If Developer has employees, Developer shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.
4. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$2,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.
5. All insurance provided by Developer under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Developer hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury or property

damage covered by Developer's insurance or other insured claims arising out of Developer's performance under this Agreement or construction of the Project subject to reimbursement of any deductible in the event such claim arises from the negligence or willful act or omission of Agency.

6. Certificates of insurance, reasonably satisfactory in form to Agency (ACORD form or equivalent), shall be supplied to Agency evidencing that the insurance required above is in force as of the Effective Date, and that notice will be given to Agency prior to any cancellation of the policies in accordance with the policies. Developer shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At Agency's request, Developer shall provide a certified copy of each insurance policy required under this Agreement.

7. Except as otherwise stated in this Agreement, the obligations set forth in this Section shall remain in effect only until the date City accepts the dedication of the completed Agency Funded Eligible Improvements, plus any warranty period.

8. All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and qualified to do business in the State of Idaho.

9. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. Developer's General and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of Interest clause. The fact that Developer has obtained the insurance required in this Section shall in no manner lessen or affect Developer's other obligations or liabilities set forth in the Agreement.

O. Warranty

Developer warrants that the materials and workmanship employed in the performance of the Agency Funded Eligible Improvements shall be good quality and shall conform to generally accepted standards within the construction industry and agrees to repair any non-conforming improvements during the warranty period upon receipt of notice from Agency of such non-conforming improvements. Such warranty and repair obligation shall extend for a period of two (2) years after acceptance of the Agency Funded Eligible Improvements by the City and/or other appropriate entity or utility or for the period described in any City Agreements and Approvals, whichever is longer. Provided, nothing herein shall limit the time within which Agency may bring an action against Developer on account of Developer's failure to otherwise perform in accordance with this Agreement.

P. Time Is of the Essence

As an express condition of approving the Agency Funded Eligible Improvements as eligible for reimbursement, Developer agrees to begin construction of the Agency Funded Eligible Improvements within eighteen (18) months of the Effective Date. Agency may terminate this Agreement upon written notice and seek all remedies available to recover any losses Agency has suffered if Developer has failed to timely commence construction. For purposes of this Agreement, “commence construction” means issuance of the appropriate permits and delivery of a notice to proceed to the contractor.

Q. Maintenance

Developer recognizes Agency has no specific authority to accept maintenance responsibility (if any) of the Agency Funded Eligible Improvements. Developer anticipates that the City and/or various public utilities may accept ownership and maintenance obligations of some or all of the Agency Funded Eligible Improvements; however, such acceptance is not a condition precedent to the obligations of the Parties hereto. If maintenance is not accepted by the City, Agency anticipates Developer will retain maintenance obligations of the Agency Funded Eligible Improvements.

IV. USE AND MAINTENANCE OF THE SITE AND ADJACENT AREA

A. Use of the Site

Developer agrees and covenants to comply with all other provisions and conditions of the CNURA Plan for the period of time the CNURA Plan is in force and effect.

B. Effect and Duration of Covenants

Covenants contained in this Agreement shall remain in effect until the earlier of (1) the completion of all obligations of each Party, or (2) the date on which the CNURA Plan terminates. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the part of the Developer and any successors and assigns to the Site, or any part thereof, for the benefit of and in favor of Agency, its successors, and assigns.

C. Local, State, and Federal Laws

Developer covenants that it will carry out the construction of the Agency Funded Eligible Improvements in conformity with all applicable laws, including all applicable federal and state labor standards and anti-discrimination laws.

V. DEFAULTS, DISPUTE RESOLUTION, REMEDIES, AND TERMINATION

A. Defaults in General

Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement, unless such Party, prior to expiration of said forty-five (45) day period, has rectified the particulars specified in said notice of default, provided that in the case where rectifying the matters specified in the notice of default requires more than forty-five (45)

days, such notified Party shall not be in default so long as they commence prior to the expiration of the forty-five (45) days and diligently pursue actions needed to rectify such matters to completion within ninety (90) days. In the event of a default, the non-defaulting Party may do the following:

1. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
2. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed and, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
3. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
4. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.
5. In the event Developer defaults under this Agreement, Agency (the non-defaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues, and if not cured, Agency's obligation for payment shall be deemed extinguished. In addition, if Agency funds shall have been paid, Agency may seek reimbursement of any amounts paid to Developer up to the amount of damages incurred by Agency for Developer's default.

Any material default by Developer under any City Agreements and Approvals related to the Project shall be deemed a default under this Agreement.

B. Dispute Resolution

If the Parties fail to resolve the default following the opportunity to cure as set forth in Section V.A. above, the Parties shall have the right to pursue those rights and remedies set forth in this Agreement.

C. Legal Actions

In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any default; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement. The non-defaulting Party may also, at its option, cure the default and sue to collect reasonable attorney's fees and costs incurred by virtue of curing or correcting the Party's breach.

The laws of the state of Idaho shall govern the interpretation and enforcement of this Agreement.

D. Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between Agency and Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, or hand delivery to the principal offices of Agency and Developer as set forth in this Agreement. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Conflicts of Interest

No member, official, or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested.

Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

C. Non-liability of Agency Officials and Employees

No member, official, or employee of Agency shall be personally liable to Developer in the event of any default or breach by Agency or for any amount which may become due to Developer or on any obligations under the terms of this Agreement.

D. Successors and Assigns

This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

E. Attorney Fees and Costs

In the event that either party to this Agreement shall enforce any of the provisions hereof in any action at law or in equity, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by the prevailing party, and such may be included to the judgment entered in such action.

F. Severability

If any provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

G. Headings

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

H. Counterparts

This Agreement may be simultaneously executed in several counterparts, including electronic signatures, each of which shall be an original and all of which shall constitute one and the same instrument.

I. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, pandemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, acts of another party, environmental analysis or removal of hazardous or toxic substances, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency), extraordinary supply chain issues, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by Agency and Developer.

J. Inspection of Books and Records

Agency has the right, upon not less than seventy-two (72) hours' three (3) business days' notice, at all reasonable times to inspect the books and records of Developer pertaining to the Agency Funded Eligible Improvements.

K. No Joint Venture or Partnership

Agency and Developer agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making Agency and Developer a joint venture or partners.

L. Anti-Boycott Against Israel Certification

Developer hereby certifies pursuant to § 67-2346, Idaho Code, that the Developer, its wholly owned subsidiaries, majority owned subsidiaries, parent companies, and affiliates are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

M. Contract With A Company Owned or Operated By the Government of China Prohibited

Developer hereby certifies pursuant to § 67-2359, Idaho Code, that the Developer is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

N. Certification Regarding Prohibition on Contracts with Companies Boycotting Certain Sectors.

Developer hereby certifies pursuant to Idaho Code Section 67-2347A that Developer, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently engaged in, and will not for the duration of this Agreement, engage in, a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in § 18-3302(2)(d), Idaho Code.

O. Attachments and Exhibits Made a Part

All attachments and exhibits which are attached to this Owner Participation Agreement are made a part hereof by this reference.

VII. AMENDMENTS TO THIS AGREEMENT

Agency and Developer agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters to Agency; provided, said requests are consistent with this Agreement and would not alter the basic business purposes included herein or therein. Any such amendments shall be in writing and agreed to by the appropriate authorities of Agency and Developer.

VIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement, including Attachments 1 through 5, inclusive, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Developer.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

CALDWELL URBAN RENEWAL AGENCY

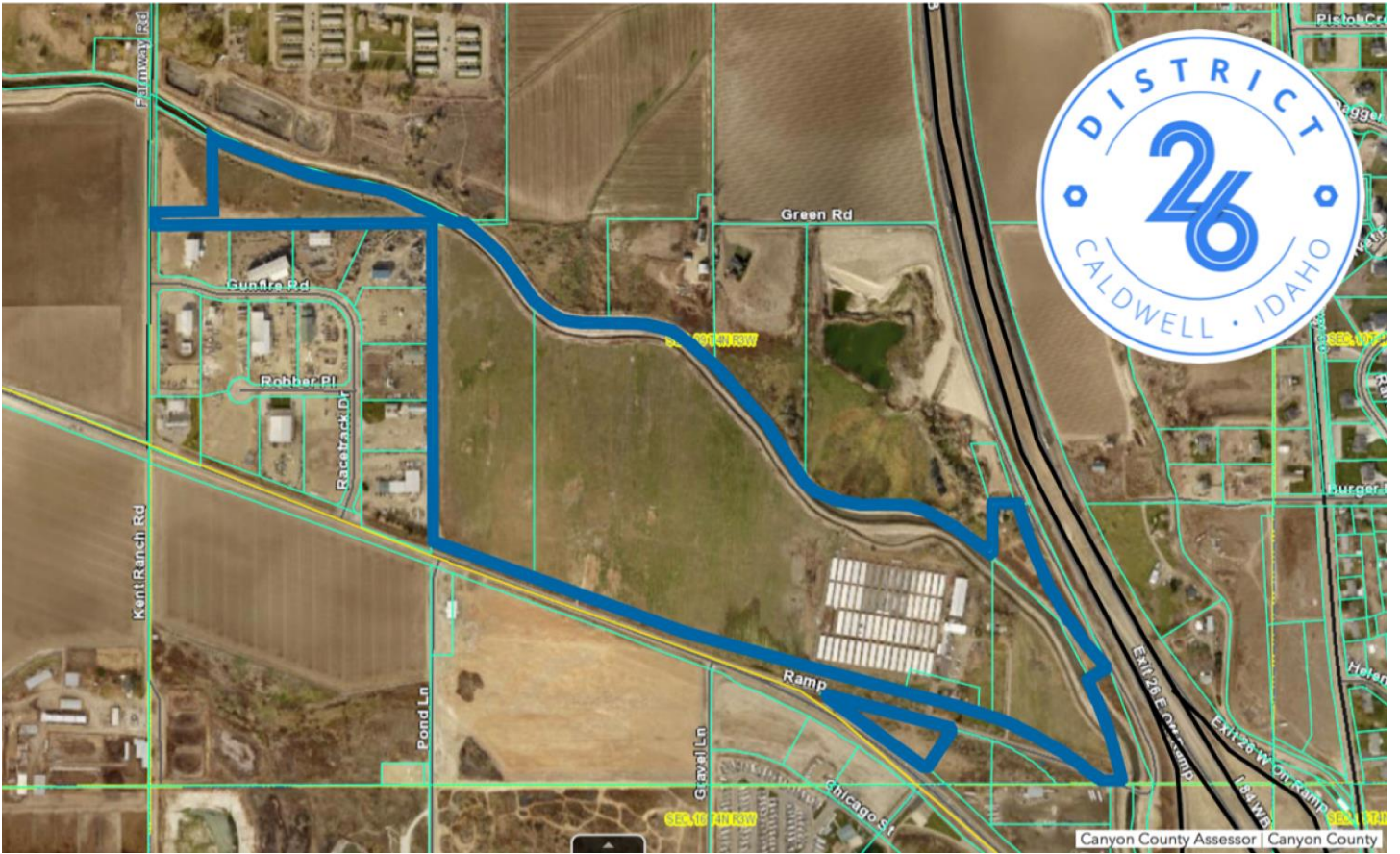
BASE LAYER CALDWELL, LLC

BY: Jim Porter, its Chairman
DATE: _____

BY: _____
ITS: _____
DATE: _____

Attachment 1

Site Map



Attachment 2

Legal Description of the Site

#1: Tax Parcel R3465700000

A parcel of land situated in a portion of the South 1/2 of the Northwest 1/4 of Section 9, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and being more particularly described as follows:

Commencing at a found aluminum cap marking the West 1/4 corner of said Section 9, which bears

S01 009'16"W a distance of 2,633.52 feet from a found aluminum cap marking the Northwest corner of said Section 9, thence following the southerly line of said Northwest 1/4, S89°33'50"E a distance of 25.00 feet to a found 5/8-inch rebar on the easterly right-of-way line of Farmway Road and being the POINT OF BEGINNING.

Thence leaving said southerly line and following said easterly right-of-way line, N01 009'16"E a distance of 53.00 feet to a set 5/8-inch rebar;

Thence leaving said easterly right-of-way line, S89°33'50"E a distance of 241.00 feet to a set 5/8-inch rebar; Thence N01 009'16"E a distance of 375.21 feet to a set 5/8-inch re bar on the boundary of a parcel of land as described in Warranty Deed per Instrument No. 989152;

Thence following said Deed boundary the following five (5) courses:

1. S60°03'50"E a distance of 103.98 feet to a set 5/8-inch rebar;
2. S68°43'50"E a distance of 425.50 feet to a set 5/8-inch rebar;
3. S77°51'50"E a distance 393.60 feet to a set 5/8-inch rebar;
4. S67°23'50"E a distance of 136.80 feet to a set 5/8-inch rebar;
5. S60°57'16"E a distance of 196.75 feet to a found iron pipe on said southerly line of the Northwest 1/4;

Thence following said southerly line, N89°33'50"W a distance of 1,419.39 feet to the POINT OF BEGINNING.

Said parcel contains 6.086 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records or surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

#2 - Tax Parcel R3465500000

The westerly 468 feet of the northeast quarter of the southwest quarter of Section 9, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho lying southwesterly of the right-of-way of the Canal of the Farmers Co-operative Ditch Company (also known as Sebree Canal or West Canyon Canal);

AND:

The westerly 468 feet of the southeast quarter of the southwest quarter of said Section 9 lying north of the right-of-way of the south bank of the Old Oregon Trail Highway Survey as described in a deed recorded November 24, 1930, as Document No. 182113 in Book 118 of Deeds, page 319 of the records of Canyon County Idaho;

#3 - Tax Parcel R3464900000

That portion of the northwest quarter of the southeast quarter of Section 9, Township 4 North, Range 3 West of the Boise Meridian south of the Farmers' Co-operative Ditch Company (also known as Sebree Canal or West Canyon Canal);

AND:

All that part of the northeast quarter of the southwest quarter of said Section 9 lying southwesterly of the right-of-way of the Canal of the Farmers Co-operative Ditch Company (also known as Sebree Canal or West Canyon Canal), excepting the westerly 468 feet thereof.

AND:

All that part of the southeast quarter of the southwest quarter of said Section 9 lying north of the right-of-way of the south bank of the Old Oregon Trail Highway Survey as described in a deed recorded November 24, 1930, as Document No. 182113 in Book 118 of Deeds, page 319 of the records of Canyon County Idaho, excepting the westerly 468 feet thereof;

AND:

All that part of the southwest quarter of the southeast quarter of said Section 9 lying north of the Old Oregon Trail Highway Survey as described in a deed recorded November 24, 1930, as Document No. 182112 in Book 118 of Deeds, page 317 of the records of Canyon County Idaho;

EXCEPTING from the foregoing the following described tract of land:

A part of the southeast quarter of said Section 9, more particularly described as follows:

Commencing at P.T. Station 23+06.2 as shown on the state highway plans of Highway 20-26, monumented with a brass tablet mkd P.T. 23+06.2; thence N74°25'00"W 52.82 feet along the northerly right-of-way boundary of said Highway 20-26 to the Point of Beginning:

Thence N74°25'00"W, 368.40 feet along the northerly right-of-way boundary of said Highway 20-26;

Thence N 15°35'00"E, 130.00 feet;

Thence S74°25'00"E, 340.09 feet;

Thence S03°18'00"W, 133.05 feet to the Point of Beginning.

#4 - Tax Parcel R3464800000

A part of the southeast quarter of the southeast quarter of Section 9, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the northwest corner of the southeast quarter of the southeast quarter of said Section 9, which is the Initial Point of this Description:

Thence N89°54'E, 136.18 feet along the north line of the southeast quarter of the southeast quarter of said Section 9 to a point on the southwesterly right-of-way line of a State Highway service road;

Thence southeasterly along said right-of-way line along a curve to the left having a variable radius with a chord bearing S28°08'30"E, 891.61 feet to a point offset in the line of the highway Right-of-Way;

Thence S58°W, 98.22 feet along the offset in the highway right-of-way to a point on the northeasterly bank of the Farmers Co-operative Ditch Company (also known as Sebree Canal or West Canyon Canal);

Thence meandering along said bank N28°08'W, 345.53 feet;

Thence N47°50'40"W, 419.11 feet to a point in the west line of the southeast quarter of the southeast quarter of said Section 9;

Thence N0°03'E, 252 feet along the west line of the southeast quarter of said Section 9 to the Initial Point .

#5 -Tax Parcel R3464901000/R34649010A

A part of the southeast quarter of Section 9, Township 4 North, Range 3 West, of the Boise Meridian, in Canyon County, Idaho; more particularly described as follows:

Commencing at P.T. Station 23+06.2 as shown on the state highway plans of Highway 20-26, monumented with a brass tablet mkd P.T. 23+06.2; thence N74°25'00"W, 52.82 feet along the northerly right-of-way boundary of said Highway 20-26 to the Point of Beginning:

Thence N74°25'00"W, 368.40 feet along the northerly right-of-way boundary of said Highway 20-26;

Thence N 15°35'00"E, 130.00 feet;

Thence S74°25'00"E, 340.09 feet;

Thence S03° 18'00"W, 133.05 feet to the Point of Beginning.

#6 -Tax Parcel R3464901100

A parcel of land situate in the southeast quarter of the southeast quarter of Section 9, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

Commencing at the southeast corner of said Section 9; thence N89°53'52"W, 1,329.59 feet along the southerly boundary of said Section 9 to the southwest corner of the southeast quarter of the southeast quarter of said Section 9; thence N00°23'04"E, 397.08 feet along the westerly boundary of the southeast quarter of the southeast quarter of said Section 9 to the Point of Beginning:

Thence continuing N00°23'04"E, 637.11 feet along the westerly boundary of the southeast quarter of the southeast quarter of said Section 9 to the approximate centerline of West Canyon / Sebree Canal;

Thence the following courses and distances along the approximately centerline of the West Canyon I Sebree Canal:

S48°16'20"E, 327.71 feet;

S32°34'40"E, 263.66 feet;

S28°13'25"E, 219.34 feet;

S37°03'52"E, 211.08 feet;

S19°24'18"E, 167.43 feet;

S02°32'53"W, 55.50 feet to the northeasterly right-of-way of
Green Road;

Thence 607.97 feet along the northeasterly right-of-way of Green
Road along a non-tangent curve deflecting to the left with a radius of
3,869.72 feet, a central angle of 09°00'06" and a chord of 607.34 feet
bearing N69°28'56"W;

Thence N74°08'49"W, 52.88 feet along the northeasterly right-ofway
of Green Road;

Thence N03°38'26"E, 133.12 feet;

Thence N74°08'49"W, 66.22 feet to the Point of Beginning.

Comprising 7.33 acres, more or less.

#7 -Tax Parcel R346500000

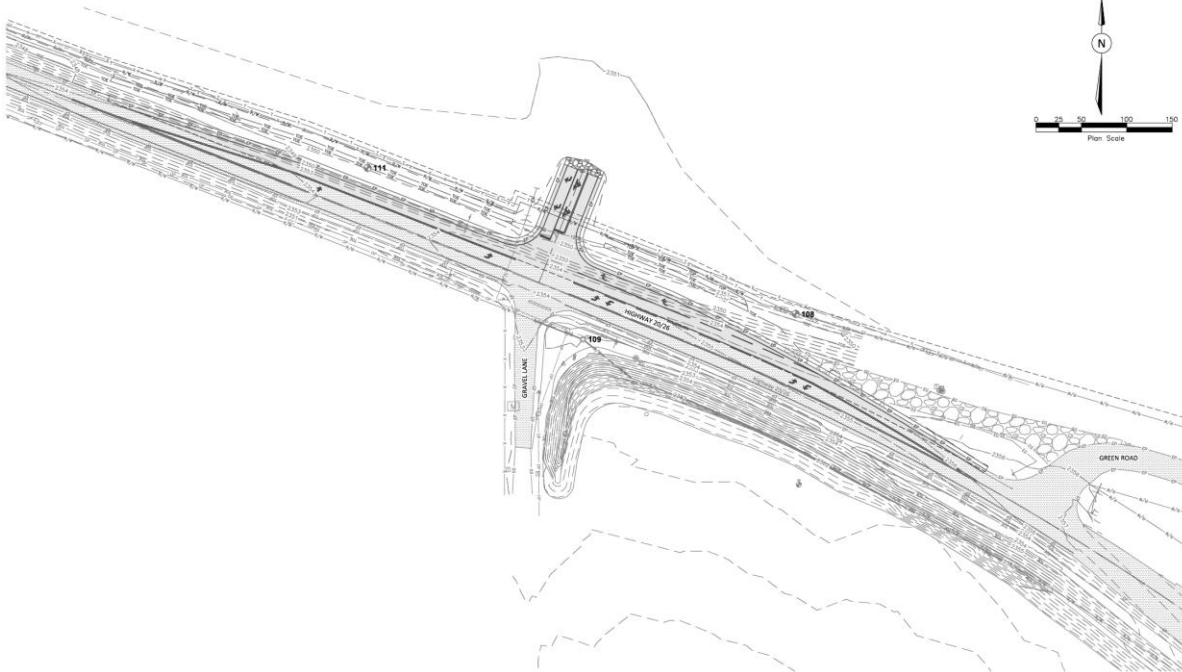
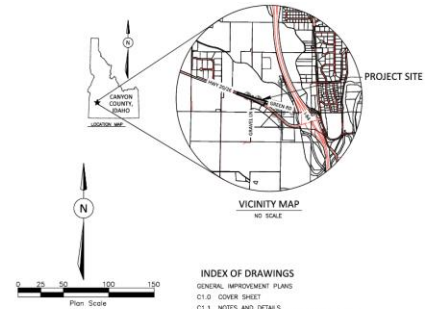
A parcel of land situated in a portion of the Southwest 1/4 of the Southeast 1/4 of Section 9, Township 4 North, Range 3 West, Boise Meridian, City of Caldwell, Canyon County, Idaho, and being more particularly described as follows: Commencing at a found brass cap marking the Southeast corner of said Southwest 1/4 of the Southeast 1/4, which bears S89°18'30"E a distance of 1,329.07 feet from a found rebar marking the Southwest corner of said Southwest 1/4 of the Southeast 1/4; Thence following the southerly line of said Southwest 1/4 of the Southeast 1/4, N89°18'30"W a distance of 220.64 feet to a brass cap on the northeasterly right-of-way of highway 20/26; Thence leaving said southerly line and following said northeasterly right-of-way, 84.72 feet along the arc of a curve to the left, said curve having a radius of 2,924.79 feet, a delta angle of 01°39'34", a chord bearing of N47°20'24"W and a chord distance of 84.71 feet, to the POINT OF BEGINNING. Thence following said northeasterly right-of-way, 528.98 feet along the arc of a curve to the left, said curve having a radius of 2,924.79 feet, a delta angle of 10°21'46", a chord bearing of N53°21'39"W and a chord distance of 528.26 feet to the southerly right-of-way of Green Road; Thence leaving said northeasterly right-of-way and following said southerly right-of-way, S73°45'11"E a distance of 562.59 feet; Thence leaving said southerly right-of-way, 85.88 feet along the arc of a curve to the right, said curve having a radius of 200.00 feet, a delta angle of 24°36'10", a chord bearing of S29°22'51"W and a chord distance of 85.22 feet; Thence S41°40'56"W a distance of 111.93 feet to the POINT OF BEGINNING.

Attachment 3

Overview of the Site



ITD APPROACH CONSTRUCTION PLANS CANYON COUNTY, IDAHO



INDEX OF DRAWINGS

GENERAL IMPROVEMENT PLANS

- C1.0 COVER SHEET
- C1.1 NOTES AND DETAILS
- C1.2 EXISTING CONDITIONS AND DEMOLITION PLAN

ROADWAY IMPROVEMENT PLANS

- C2.0 OVERALL ROADWAY PLAN
- C2.1 HIGHWAY 20/28 PLAN AND PROFILE
- C2.2 HIGHWAY 20/28 PLAN AND PROFILE
- C2.3 ACCESS ROAD PLAN AND PROFILE
- C2.4 ROADWAY DRAINAGES

GRADING IMPROVEMENT PLANS

- C3.1 GRADING PLAN
- C3.2 GRADING PLAN

GRAVITY IRRIGATION IMPROVEMENT PLANS

- CR.1 HIGHWAY 20/28 IRRIGATION CROSSING PLAN AND PROFILE

Attachment 4

Agency Funded Eligible Improvements

DESIGN & ENGINEERING	\$15,958.67
ENGINEER CONSTRUCTION SERVICES	\$33,000.00
UTILITIES RELOCATION (LUMEN)	\$19,249.97
CONTRACTOR	\$536,427.68
TESTING	\$19,500.00

**See all invoices and estimates for the foregoing attached as
a part of this Exhibit A**

Attachment 5

Plan Set

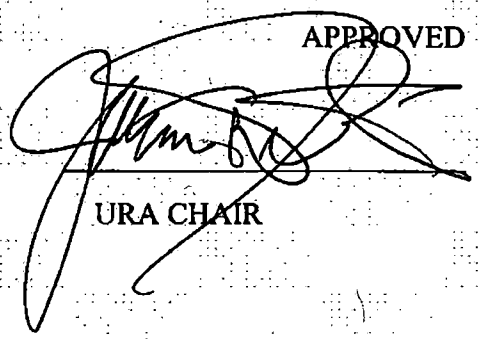
RESOLUTION NO. 2025- 15

A RESOLUTION OF THE CALDWELL URBAN RENEWAL AGENCY APPROVING AND AUTHORIZING EXECUTION OF THE TAX INCREMENT FINANCING REIMBURSEMENT AGREEMENT WITH MAVERIK.

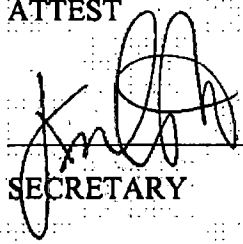
BE IT HEREBY RESOLVED the Caldwell Urban Renewal Agency authorizes the execution of the agreement made part hereof and set forth in full.

PASSED BY THE CALDWELL URBAN RENEWAL AGENCY this 14th day of July, 2025.

APPROVED BY THE CHAIRMAN OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL on this 14th day of July, 2025.

APPROVED

URA CHAIR

ATTEST


SECRETARY



PARTICIPATION AND REIMBURSEMENT AGREEMENT

PROJECT NAME: Maverik

PARTIES:

AGENCY

The Urban Renewal Agency of the City of Caldwell, Idaho, also known as the Caldwell Urban Renewal Agency (or "CURA"), whose address is 205 South 6th Avenue, P.O. Box 1179, Caldwell, ID 83605

DEVELOPER

MAVERIK, INC., a Utah corporation
whose address is 185 South State Street, Suite 800
Salt Lake City, Utah 84111

THIS PARTICIPATION AND REIMBURSEMENT AGREEMENT (hereinafter "Agreement") is entered into by and between the Caldwell Urban Renewal Agency, an independent public body, corporate and politic (hereinafter "Agency"), organized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (hereinafter the "Law"), and undertaking projects under the authority of the Law and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (hereinafter the "Act"), and Maverik, Inc., a Utah corporation whose address is 185 South State Street, Suite 800, Salt Lake City, Utah 84111 (hereinafter "Developer"). Collectively, Agency and Developer may be referred to as the "Parties" and each individually as "Party," on the terms and provisions set forth below.

WITNESSETH

WHEREAS, Agency is an urban renewal agency created by and existing under the authority of the Law and the Act; and

WHEREAS, following a duly noticed public hearing, the City Council of the City of Caldwell, Idaho, adopted Ordinance No. 3391, approving the Caldwell North Urban Renewal Area Plan (hereinafter the "CNURA Plan"); and

WHEREAS, Developer owns approximately 4.214 acres of real property located generally at the northwest corner of Highway 26 and I-84, in Caldwell, Idaho (the "Site"); and

WHEREAS, the Private Development (defined below) and the Agency Funded Eligible Improvements (defined below) may collectively be referred to as the "Project"; and

WHEREAS, as part of the Project, Developer intends to undertake certain eligible public infrastructure costs, including [description of portions of project eligible for reimbursement by the CURA] (the "Agency Funded Eligible Improvements"); and

WHEREAS, the CNURA Plan authorizes the Agency to use revenue allocation financing to fund specific projects and improvements to implement the CNURA Plan, including those proposed by the Developer; and

WHEREAS, Agency and Developer have negotiated the major terms of Agency's participation in the funding of the Agency Funded Eligible Improvements; and

WHEREAS, the Agency Funded Eligible Improvements implement several objectives outlined in the CNURA Plan; and

WHEREAS, Developer has represented the Private Development (defined below) would not be developed as contemplated but for the Agency's reimbursement of the Agency Funded Eligible Improvements; and

WHEREAS, as a result of Developer's agreement to construct the Project, Developer's commitment to comply with the terms of the CNURA Plan and Agency's commitment to reimburse Developer for the Agency Funded Eligible Improvements, in compliance with the CNURA Plan, the Parties deem it necessary to enter into this Agreement to define their respective obligations.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). Developer shall complete the Private Development and the Agency Funded Eligible Improvements within eighteen (18) months from the Effective Date (the "Construction Term"). Upon written request, the Agency may grant one extension of the Construction Term for a period not to exceed six (6) months to allow Developer to complete the Private Development and the Agency Funded Eligible Improvements. Failure to comply with the timing requirements herein will void the Developer's entitlement to any payments and/or reimbursements under this Agreement. Agency's reimbursement obligations under Section III.G shall continue until the earlier of (i) Agency has paid to Developer those amounts due hereunder; (ii) this Agreement is terminated; or (iii) the expiration of the CNURA Plan, either on December 31, 2041, or sooner if terminated prior to said date by the Agency (the "Reimbursement Term").

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement, and Interest

The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate, and a portion of the consideration for the agreements contained herein. The mutual consideration and covenants contained herein are intended to achieve the objectives and obligations of both Parties. The Agency's commitment herein is intended to comply with the Agency's authority under the Law, the Act, and the CNURA Plan and is not a gift or donation of public funds.

The purpose of this Agreement is to effectuate the CNURA Plan by providing for the reimbursement of all or a portion of the Agency Funded Eligible Improvements, as generally identified in Attachment 4, on or adjacent to the Site. The full plan set for the Agency Funded Eligible Improvements is contained within Attachment 5.

The enhancements to the Site, and adjacent thereto, pursuant to the Agency Funded Eligible Improvements and the fulfillment, generally, of this Agreement are in the vital and best interests of the City and the health, safety, and welfare of its residents and are in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements. Implementation of this Agreement will further the goals and objectives of the CNURA Plan.

B. The Plan

This Agreement is subject to the provisions of the CNURA Plan.

C. The Project Area

The Project Area for the CNURA Plan is located partially within the City of Caldwell and partially within unincorporated Canyon County, and the exact boundaries of the Project Area are set forth in the CNURA Plan, on file with the City Clerk of the City of Caldwell, Idaho. The Site is located within the Project Area.

D. The Site and Agency Funded Public Improvements

The Site is located within the Project Area, as depicted in Attachment 1, the Site Map, and as more particularly described in the Legal Description of the Site, attached hereto as Attachment 2.

A conceptual plan of the Site and the Agency Funded Public Improvements is set forth on Attachment 3.

E. Agency Participation Policy

Generally, the Agency will agree to financially participate with a private developer when such participation achieves the objectives of the CNURA Plan, is not duplicative of other public entity funding, and does not replace or substitute for the obligations imposed by other governmental agencies on the Developer. The specific participation by the Agency for this Site is as set forth herein.

H. The Private Development and City Agreements

1. The Private Development

Developer shall install, construct and develop the Site with a convenience store and fuel service station and all amenities associated therewith, in accordance with the construction plans and specifications approved by the City.

2. City Agreements and Approvals

"City Agreements and Approvals" shall mean those certain agreements between Developer and City, if any, concerning, among other things, any required building permits, conditions, and other approvals by

City for the development of the Private Development on the Site, including any development agreement, or any impact fee credit/reimbursement agreement with the City.

City Agreements and Approvals also includes any agreements between Developer and City, if any, concerning the Agency Funded Eligible Improvements, as well as any other permits, conditions, and other approvals by City for the performance of the Agency Funded Eligible Improvements on or adjacent to the Site.

Any material default by Developer of the City Agreements and Approvals, including, but not limited to, any and all applicable City ordinances, not cured within any applicable cure period, shall constitute a default under this Agreement with the Agency reserving any of its rights and remedies under this Agreement concerning default.

III. IMPROVEMENT OF THE SITE AND AGENCY'S PARTICIPATION

A. Development Renderings

Developer agrees that the Private Development and the Agency Funded Eligible Improvements will be in full compliance with the CNURA Plan, all applicable City building and zoning ordinances, and any City Agreements and Approvals. An overall development concept for the Project have not been reviewed by the Agency Board. Developer shall submit at least one rendering setting out the development concept and present the same to the Agency Board within twelve (12) months of the Effective Date.

B. Cost of Construction

The cost of all improvements to the Site, and those improvements adjacent to the Site, including the Private Development and the Agency Funded Eligible Improvements, shall be borne by the Developer except as the Agency Funded Eligible Improvements may be eligible for reimbursement following completion as otherwise set forth herein.

C. Agency, City, and Other Governmental Agency Permits

Developer has or shall secure, at Developer's own expense, any and all permits or approvals which may be required by Agency, City, or any other governmental agency or utility company necessary for construction of the Project.

D. Agency Funded Eligible Improvements

The Agency Funded Eligible Improvements are (a) critical to the redevelopment the Project Area and/or improvement of the Site and (b) provide support for a higher quality of development that should assist Agency in meeting the objectives of the CNURA Plan. Because of the proposed Private Development and Agency Funded Eligible Improvements, which achieve several of the objectives contained within the CNURA Plan, Agency finds that a portion of the scope of work related to the overall enhancement of the Site and Project Area may be reimbursed by the Agency. Agency finds that the Agency Funded Eligible Improvements are in the best public interest and provide for enhanced improvements adjacent to the Site, and within the Project Area.

In consideration of the terms of this Agreement and subject to certain conditions as contained in this Agreement, Agency agrees to reimburse Developer the costs of certain approved Agency Funded Eligible Improvements as verified by the Agency and/or its designee. Approved Agency Funded Eligible Improvements include only those improvements listed and identified on Attachment 4.

E. Agency Review and Approval of Design and Construction Documents

Agency shall have the right and the opportunity to review and approve within fifteen (15) business days any substantial changes to the renderings submitted pursuant to Section III.A concerning Developer's design, construction and/or improvement plans, and the right and opportunity to review budgets and bids for the Agency Funded Eligible Improvements (collectively the "Agency Funded Public Improvement Construction Documents"). Developer will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Agency Funded Eligible Improvements are performed consistent with the Agency Funded Public Improvement Construction Documents and are undertaken in a reasonable manner.

F. Reimbursement Obligation

1. Amount of Reimbursement

In consideration of Developer's completion of the Agency Funded Eligible Improvements, Agency, subject to the terms of this Agreement, agrees to reimburse Developer an amount equal to the Actual Eligible Costs, as defined below, of the Agency Funded Eligible Improvements, not to exceed Four

hundred seventy-seven thousand, eight hundred eighty-two and 00/100 Dollars (\$477,882.00), with no interest accruing on the Reimbursement Obligation (defined below).

2. Notification, Inspection, Approval

Upon completion of the Agency Funded Eligible Improvements associated with the Project, Developer shall notify Agency in writing to request a meeting with the Agency Administrator and/or City staff to determine if the completed Agency Funded Eligible Improvements meet the requirements of this Agreement (the "Notification of Completion"). The Developer shall ensure the completed improvements comply with the plan set in Attachment 5, and shall make any requested revisions, modifications, or adjustments to the work performed to ensure the same. Agency shall provide Developer with written confirmation that the completed Agency Funded Eligible Improvements are eligible for reimbursement as follows:

(a) With respect to the Notification of Completion, Developer is responsible for submitting a detailed schedule of values, invoices, and receipts for work performed on the Agency Funded Eligible Improvements as part of the Project, including lien waivers, in a form deemed acceptable by the Agency Administrator (the "Cost Documentation") which will permit the Agency to determine the Actual Eligible Costs, which shall be the actual costs to construct the Agency Funded Eligible Improvements. Cost Documentation shall include the following:

- i. An accounting of the costs associated with the completed Agency Funded Eligible Improvements and evidence of payment of such costs by Developer. Developer shall include a schedule of values that includes line items for the Agency Funded Eligible Improvements for reimbursement so they are identifiable, separate from other line items, invoices from Developer's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item, which shall specify quantities and unit costs of installed materials. Actual Eligible Costs do not include soft costs, (e.g., soft costs that are not eligible include architectural and engineering design; developer fees; permits; traffic control; and mobilization) unless the same are included in Attachment 4, or costs paid for by another public or private entity.
- ii. Explanation of any significant deviation between the initial cost estimates in the CNURA Plan and Attachment 4 and the actual costs in the Cost Documentation.
- iii. Additional documentation or clarifications as requested by the Agency Administrator.

(b) The Agency Administrator and/or his designee shall have the right to review the Cost Documentation, to inspect the completed Agency Funded Eligible Improvements, and to obtain independent verification that the quantities of work claimed and the costs associated therewith are accurate, commercially reasonable and appropriate for the completed Agency Funded Eligible Improvements, and consistent with the cost estimates provided by Developer to Agency prior to construction, and meets the objectives of Title 67, Chapter 28, Idaho Code. The Agency's approval shall not be unreasonably conditioned, delayed, or withheld.

(c) Within thirty (30) days of Agency's receipt of the Cost Documentation, the Agency shall notify Developer in writing of Agency's acceptance or rejection of the Cost Documentation and Agency's determination of the Actual Eligible Costs to be reimbursed, memorialized in a written confirmation, to be executed by the Developer and the Agency. Agency shall, in its discretion, determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in the Agency Funded Public Improvement Construction Documents. In no event shall the total for all Actual Eligible Costs exceed the amount allowed by Section II.F(1).

If Developer disagrees with Agency's calculation of the Actual Eligible Costs, Developer must respond to Agency in writing within five (5) business days explaining why Developer believes Agency's calculation was in error and providing any evidence to support any such contentions Developer wants Agency to consider. Agency shall respond to Developer within five (5) business days with a revised amount for the Actual Eligible Costs or notifying Developer that the Agency

will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final.

Agency's determination of the Actual Eligible Costs is within its sole discretion, however, approval of Actual Eligible Costs for Agency Funded Eligible Improvements listed in Attachment 4 will not be unreasonably withheld.

3. Allocation of Costs

Agency and Developer agree Developer shall be able to allocate expenses among the various items listed on Attachment 4 so long as the total amount of reimbursement sought by Developer does not exceed Four hundred seventy-seven thousand, eight hundred eighty-two and 00/100 Dollars (\$477,882.00). Developer shall notify Agency Administrator of the allocation of costs among the items listed on Attachment 4.

4. Reimbursement

Developer shall initially pay for all of the costs of construction for the Agency Funded Eligible Improvements associated with the Project. By approval of this Agreement by Agency's Board of Commissioners, Agency has authorized reimbursement for the Actual Eligible Costs of the Agency Funded Eligible Improvements (the "Reimbursement Obligation") as set forth in Section F, Section G, and the other provisions of this Agreement.

Developer projects the assessed taxable value of the Private Development once fully developed to be approximately \$ _____.

G. Reimbursement Procedure

1. Agency's Reimbursement Obligation shall not commence until (i) completion of all the Agency Funded Eligible Improvements as determined by the Agency and approved and accepted by the appropriate utility and/or the City; (ii) execution of the written confirmation described in Section (F)(2)(c), above; (iii) the Agency Funded Eligible Improvements are completed within the time required in Section I here; (iv) an ordinance annexing the Site has been recorded against the Site; and (v) revenue allocation proceeds as described in the Act are received by the Agency from the Site.

2. Revenue allocation proceeds received by the Agency from the Site may be used to reimburse the Agency Funded Eligible Improvements meeting the reimbursement process required by Section G(1).

3. Subsequent to the satisfaction of the conditions set forth in Section G(1) and/or G(2), in conjunction with its receipt of revenue allocation proceeds on an annual basis from the Site, the Agency will retain ten percent (10%) of the revenue allocation proceeds for the Site per year for the Project Area operating and administrative expenses, as well as CNURA Plan implementation costs for additional public infrastructure improvements. Agency agrees to make payment to the Developer of the remaining ninety percent (90%) of tax increment revenue allocation proceeds actually received and arising from the Site subsequent to the satisfaction of the conditions set forth in Section III.G(1) for the Reimbursement Term. However, all payments made in the first two calendar years (calculated from and starting on the date when all conditions for reimbursement have been met) will be subject to a twenty-five percent (25%) operating and administration expense retention, and only seventy-five percent (75%) of the tax increment revenue allocation proceeds actually received and arising from the Site will be paid to the Developer.

DEVELOPER ACKNOWLEDGES THE REVENUE ALLOCATION PROCEEDS MAY NOT BE SUFFICIENT TO PAY OFF THE REIMBURSEMENT OBLIGATION ON OR BEFORE THE TERMINATION OF THE REVENUE ALLOCATION AUTHORITY UNDER THE CNURA PLAN AND ASSUMES THAT RISK. DEVELOPER ALSO ACKNOWLEDGES AGENCY HAS NO CONTROL OVER THE ASSESSMENT PROCESS OF THE SITE AND THE IMPOSITION OF THE LEVY ON THE SITE. DEVELOPER FURTHER ACKNOWLEDGES AGENCY HAS NO CONTROL OVER THE PRIVATE DEVELOPMENT.

4. Subject to Section III.G(1) biannual payments are due to Developer within sixty (60) days of receipt of revenue allocation proceeds from the Site by Agency, or April 1 and September 1, whichever is later.

5. Agency shall have no obligation to make payments to the Developer for taxes collected and paid to Agency beyond the Reimbursement Term.
6. Agency may pay, at any time, in whole or in part, without penalty, the then remaining outstanding balance of the Reimbursement Obligation.
7. Developer acknowledges that no payments are due to Developer from any property or development within the Project Area other than the Site.
8. All payment due hereunder shall be paid to the Developer, and future owners or tenants of residential and/or commercial units created on the Site as part of the Project shall have no claim or entitlement to such payments as a result of such ownership or tenancy.

H. Non-General Obligation

As provided by Idaho Code § 50-2910, the obligations of Agency hereunder shall not constitute a general obligation or debt of the Agency, the State of Idaho, or any of its political subdivisions or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the monies deposited in the special fund or funds provided for herein and pledged hereby to the payment of a Reimbursement Obligation.

I. Taxes

The Act provides that Agency will be paid revenue allocation proceeds contingent on the amount of assessed value as determined by the Canyon County Assessor each year and the rate of tax levy or the percentage of assessment levied by each of the taxing agencies. Agency is not a guarantor of the assessment determination made by Canyon County Assessor or guarantor of collection of taxes by the Canyon County Treasurer.

Developer shall pay, when due, all real estate and personal property taxes and assessments assessed and levied on Developer's ownership interest of the Site. This provision or covenant shall run with the land and be binding upon Developer's successors. Except as set forth herein, nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to Developer with respect thereto; provided, such contest does not subject the Site or any portion thereof to forfeiture or sale.

The increment tax revenues from the Site (as determined from the assessment records of the Canyon County Assessor and the payment records of the Canyon County Treasurer) shall be paid to Developer if and only as they are paid to Agency by Canyon County, the entity which has the legal responsibility to collect property taxes.

Developer recognizes Agency has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property, personal property and operating property taxes. Developer also recognizes the ability of Agency to reimburse Developer for the Reimbursement Obligation is dependent on the ad valorem assessment and collection process. Therefore, in the event insufficient taxes are received by Agency because of reduction of the tax levy rate or assessed values less than assumed by Agency and Developer or in the event of any tax delinquency by any owner of parcels within the Site or by any tenant related to personal property, or due to legislative changes, Developer will likely receive less reimbursement from Agency to pay the Reimbursement Obligation.

Developer shall not apply for or otherwise request any exemption or reduction in property taxes on the Site during the term of the CNURA Plan, unless otherwise consented to by the Agency in writing. So long as any parcel in the Site qualifies for an Agricultural exemption, this prohibition shall not apply to that specific parcel seeking that specific exemption.

J. No Security Interest

The Parties agree this Agreement does not provide Developer with a security interest in any other CNURA Plan area, including, but not limited to, revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code).

K. Liens/Payment of General Contractor

Developer hereby certifies that as of the Effective Date no mechanic's or materialman's liens have been placed on the Site (other than inchoate liens), and that the general contractor and all subcontractors have been or will be paid in full for all work performed on the Site when due. In the event any materialman's liens are placed on the Site, Developer agrees Agency may suspend any payments required under this Agreement until any liens or claims related to the Project and made by any contractor, subcontractor, or material supplier that performed work on, or

adjacent to the Site, related to the Agency Funded Eligible Improvements and/or the Private Development have been satisfied.

L. Agency Contribution Assignable

Agency and Developer agree that Agency's obligations run only to Developer, or its assignee, and that Agency is under no obligation to grant any additional consideration or greater participation than set forth herein. Developer shall have the absolute right to assign its right to receive any payments to its lender, its successor, or other entity designated by Developer.

M. Indemnification

Developer shall indemnify, defend, and hold Agency and its respective commissioners, officers, agents, consultants, and employees (collectively referred to in this Section M as "Agency") harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect, design, and attorney fees (collectively referred to in this Section M as "Claim"), which may be imposed upon or incurred by or asserted against Agency and for which Agency may be legally liable under applicable law by reason of any of the following occurrences, provided Developer shall have no obligation to indemnify, defend, and hold Agency harmless from and against any Claim to the extent it arises from the negligence or willful act or omission of Agency or Agency's contractors and associated subcontractors:

1. Any work done in, on, or about the Site, or adjacent to the Site, including the Agency Funded Eligible Improvements, or work related to the Project; or
2. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Site or any part thereof; or
3. Any negligent or intentional wrongful act or omission on the part of Developer or any of its agents, contractors, servants, employees, subtenants, operators, licensees, or invitees; or
4. Any accident, injury, or damage to any person or property occurring in, on, or about the Site, or adjacent to the Site, or any part thereof, during construction of the Project; or
5. Any failure on the part of Developer to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part.
6. Funding, by Agency, of the Agency Funded Eligible Improvements.

In case any such Claim is brought against Agency, Developer, upon written notice from Agency, shall, at Developer's expense, resist or defend such Claim by counsel approved by Agency, which approval shall not be unreasonably withheld, conditioned, or delayed.

N. Insurance

Developer shall, or through its contractor constructing the Agency Funded Eligible Improvements, at Developer's sole cost, obtain and maintain in force for the duration of the Agreement (including any warranty period) insurance of the following types with limits not less than those set forth below and in a form acceptable to Agency:

1. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and property damage, with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$4,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name Agency, including its respective affiliates, and City as additional insureds.
2. During the construction of the Project, including the Private Development and the Agency Funded Eligible Improvements, Builder's Risk Insurance, or equivalent, for the Project covering one hundred percent (100%) of the replacement cost of the Project. This policy shall be written on a builder's risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the construction, temporary buildings, falsework, and construction in transit and shall insure against at least the following perils: (i) fire, (ii) lightning, (iii) explosion, (iv) windstorm or hail, (v) smoke, (vi) vehicles, (vii) civil commotion, (viii) theft, (ix) vandalism and malicious mischief, (x) leakage from fire extinguishing equipment, (xi) collapse, (xii) breakage of building glass, (xiii) falling objects, (xiv) debris removal, (xv) demolition occasioned by enforcement of laws and regulations, (xvi) weight of snow, ice, or sleet; or (xvii) weight of people or personal property;
3. Workers' Compensation Insurance, if Developer has employees, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction

over Developer's employees, and Employer's Liability Insurance. If Developer has employees, Developer shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

4. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$2,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.

5. All insurance provided by Developer under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Developer hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury or property damage covered by Developer's insurance or other insured claims arising out of Developer's performance under this Agreement or construction of the Project subject to reimbursement of any deductible in the event such claim arises from the negligence or willful act or omission of Agency.

6. Certificates of insurance, reasonably satisfactory in form to Agency (ACORD form or equivalent), shall be supplied to Agency evidencing that the insurance required above is in force as of the Effective Date, and that notice will be given to Agency prior to any cancellation of the policies in accordance with the policies. Developer shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At Agency's request, Developer shall provide a certified copy of each insurance policy required under this Agreement.

7. Except as otherwise stated in this Agreement, the obligations set forth in this Section shall remain in effect only until the date City accepts the dedication of the completed Agency Funded Eligible Improvements, plus any warranty period.

8. All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and qualified to do business in the State of Idaho.

9. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. Developer's General and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of Interest clause. The fact that Developer has obtained the insurance required in this Section shall in no manner lessen or affect Developer's other obligations or liabilities set forth in the Agreement.

O. Warranty

Developer warrants that the materials and workmanship employed in the performance of the Agency Funded Eligible Improvements shall be good quality and shall conform to generally accepted standards within the construction industry and agrees to repair any non-conforming improvements during the warranty period upon receipt of notice from Agency of such non-conforming improvements. Such warranty and repair obligation shall extend for a period of two (2) years after acceptance of the Agency Funded Eligible Improvements by the City and/or other appropriate entity or utility or for the period described in any City Agreements and Approvals, whichever is longer. Provided, nothing herein shall limit the time within which Agency may bring an action against Developer on account of Developer's failure to otherwise perform in accordance with this Agreement.

P. Time Is of the Essence

As an express condition of approving the Agency Funded Eligible Improvements as eligible for reimbursement, Developer agrees to begin construction of the Agency Funded Eligible Improvements within eighteen (18) months of the Effective Date. Agency may terminate this Agreement upon written notice and seek all remedies available to recover any losses Agency has suffered if Developer has failed to timely commence construction. For purposes of this Agreement, "commence construction" means issuance of the appropriate permits and delivery of a notice to proceed to the contractor.

Q. Maintenance

Developer recognizes Agency has no specific authority to accept maintenance responsibility (if any) of the Agency Funded Eligible Improvements. Developer anticipates that the City and/or various public utilities may

accept ownership and maintenance obligations of some or all of the Agency Funded Eligible Improvements; however, such acceptance is not a condition precedent to the obligations of the Parties hereto. If maintenance is not accepted by the City, Agency anticipates Developer will retain maintenance obligations of the Agency Funded Eligible Improvements.

IV. USE AND MAINTENANCE OF THE SITE AND ADJACENT AREA

A. Use of the Site

Developer agrees and covenants to comply with all other provisions and conditions of the CNURA Plan for the period of time the CNURA Plan is in force and effect.

B. Effect and Duration of Covenants

Covenants contained in this Agreement shall remain in effect until the earlier of (1) the completion of all obligations of each Party, or (2) the date on which the CNURA Plan terminates. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the part of the Developer and any successors and assigns to the Site, or any part thereof, for the benefit of and in favor of Agency, its successors, and assigns.

C. Local, State, and Federal Laws

Developer covenants that it will carry out the construction of the Agency Funded Eligible Improvements in conformity with all applicable laws, including all applicable federal and state labor standards and anti-discrimination laws.

V. DEFAULTS, DISPUTE RESOLUTION, REMEDIES, AND TERMINATION

A. Defaults in General

Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement, unless such Party, prior to expiration of said forty-five (45) day period, has rectified the particulars specified in said notice of default, provided that in the case where rectifying the matters specified in the notice of default requires more than forty-five (45) days, such notified Party shall not be in default so long as they commence prior to the expiration of the forty-five (45) days and diligently pursue actions needed to rectify such matters to completion within ninety (90) days. In the event of a default, the non-defaulting Party may do the following:

1. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
2. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed and, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
3. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
4. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.
5. In the event Developer defaults under this Agreement, Agency (the non-defaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues, and if not cured, Agency's obligation for payment shall be deemed extinguished. In addition, if Agency funds shall have been paid, Agency may seek reimbursement of any amounts paid to Developer up to the amount of damages incurred by Agency for Developer's default.

Any material default by Developer under any City Agreements and Approvals related to the Project shall be deemed a default under this Agreement.

B. Dispute Resolution

If the Parties fail to resolve the default following the opportunity to cure as set forth in Section V.A. above, the Parties shall have the right to pursue those rights and remedies set forth in this Agreement.

C. Legal Actions

In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any default; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement. The non-defaulting Party may also, at its option, cure the default and sue to collect reasonable attorney's fees and costs incurred by virtue of curing or correcting the Party's breach.

The laws of the state of Idaho shall govern the interpretation and enforcement of this Agreement.

D. Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between Agency and Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, or hand delivery to the principal offices of Agency and Developer as set forth in this Agreement. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Conflicts of Interest

No member, official, or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested.

Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

C. Non-liability of Agency Officials and Employees

No member, official, or employee of Agency shall be personally liable to Developer in the event of any default or breach by Agency or for any amount which may become due to Developer or on any obligations under the terms of this Agreement.

D. Successors and Assigns

This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

E. Attorney Fees and Costs

In the event that either party to this Agreement shall enforce any of the provisions hereof in any action at law or in equity, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by the prevailing party, and such may be included to the judgment entered in such action.

F. Severability

If any provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

G. Headings

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

H. Counterparts

This Agreement may be simultaneously executed in several counterparts, including electronic signatures, each of which shall be an original and all of which shall constitute one and the same instrument.

I. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, pandemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, acts

of another party, environmental analysis or removal of hazardous or toxic substances, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency), extraordinary supply chain issues, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by Agency and Developer.

J. Inspection of Books and Records

Agency has the right, upon not less than seventy-two (72) hours' three (3) business days' notice, at all reasonable times to inspect the books and records of Developer pertaining to the Agency Funded Eligible Improvements.

K. No Joint Venture or Partnership

Agency and Developer agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making Agency and Developer a joint venture or partners.

L. Anti-Boycott Against Israel Certification

Developer hereby certifies pursuant to § 67-2346, Idaho Code, that the Developer, its wholly owned subsidiaries, majority owned subsidiaries, parent companies, and affiliates are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

M. Contract With A Company Owned or Operated By the Government of China Prohibited

Developer hereby certifies pursuant to § 67-2359, Idaho Code, that the Developer is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

N. Certification Regarding Prohibition on Contracts with Companies Boycotting Certain Sectors.

Developer hereby certifies pursuant to Idaho Code Section 67-2347A that Developer, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently engaged in, and will not for the duration of this Agreement, engage in, a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in § 18-3302(2)(d), Idaho Code.

O. Attachments and Exhibits Made a Part

All attachments and exhibits which are attached to this Owner Participation Agreement are made a part hereof by this reference.

VII. AMENDMENTS TO THIS AGREEMENT

Agency and Developer agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters to Agency; provided, said requests are consistent with this Agreement and would not alter the basic business purposes included herein or therein. Any such amendments shall be in writing and agreed to by the appropriate authorities of Agency and Developer.

VIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement, including Attachments 1 through 5, inclusive, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties.

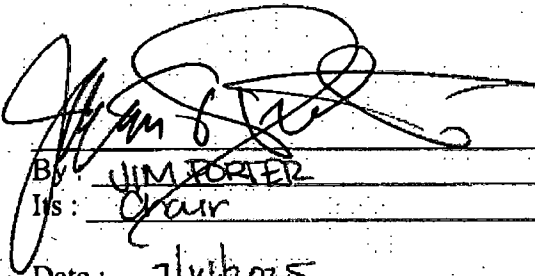
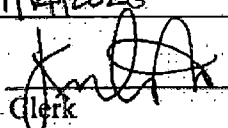
This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Developer.

[signatures on following page]

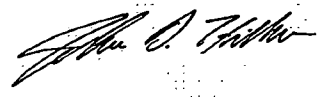
IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

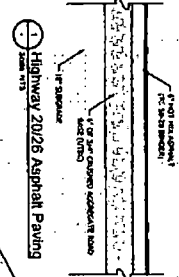
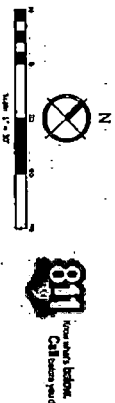
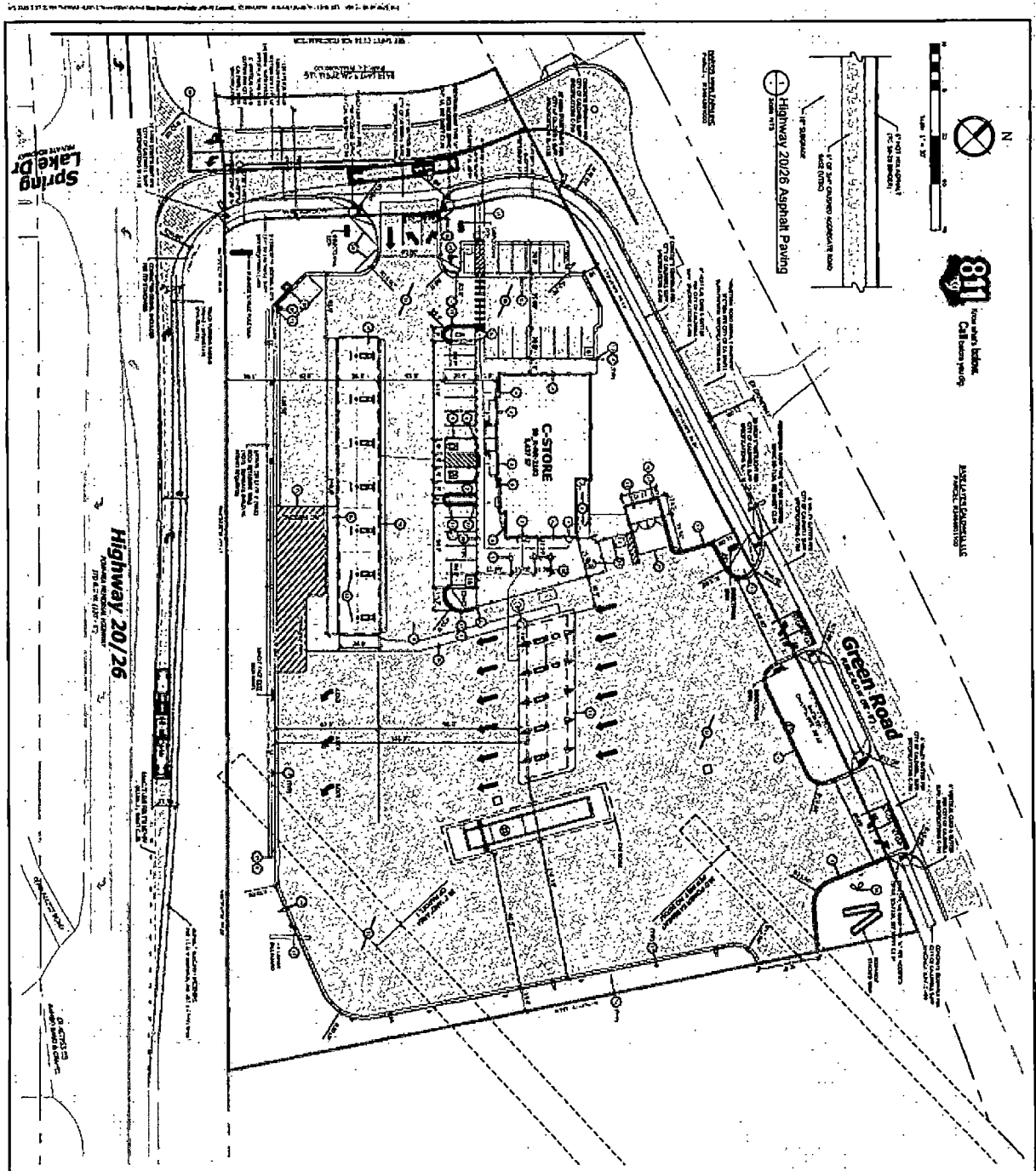
CALDWELL URBAN RENEWAL AGENCY


By: JIM PORTER
Its: Chair
Date: 7/14/2025
ATTEST: 
Clerk



DEVELOPER


By: John D. Hillam
Its: VP, COO
Date: _____



811
Call before you dig

Highway 20/26 Asphalt Paving

GENERAL NOTES

1. VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND STRUCTURES BEFORE CONSTRUCTION.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BOISE MERIDIAN SURVEYING AND MAPPING ACT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.
4. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC ROADS AT ALL TIMES.
6. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
7. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL HEALTH DEPARTMENT.
8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.
9. ALL UTILITIES SHALL BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION.
10. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
11. ALL MATERIALS SHALL BE STORED AND HANDLED PROPERLY TO PREVENT POLLUTION.
12. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION.
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20. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION.

Key Notes

1. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION.
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20. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL HEALTH DEPARTMENT.

Development Summary

Item	Description	Quantity	Unit
1	Asphalt Paving	15,280	Sq. Yds.
2	Concrete	1,528	Cu. Yds.
3	Gravel	15,280	Sq. Yds.
4	Earthwork	15,280	Sq. Yds.
5	Structural Steel	15,280	Lbs.
6	Rebar	15,280	Lbs.
7	Formwork	15,280	Sq. Yds.
8	Excavation	15,280	Sq. Yds.
9	Backfill	15,280	Sq. Yds.
10	Site Preparation	15,280	Sq. Yds.
11	Site Grading	15,280	Sq. Yds.
12	Site Drains	15,280	Lbs.
13	Site Erosion Control	15,280	Sq. Yds.
14	Site Fencing	15,280	Lbs.
15	Site Signage	15,280	Sq. Yds.
16	Site Lighting	15,280	Lbs.
17	Site Security	15,280	Sq. Yds.
18	Site Maintenance	15,280	Sq. Yds.
19	Site Restoration	15,280	Sq. Yds.
20	Site Final Inspection	15,280	Sq. Yds.

Payment Schedule

Item	Description	Amount
1	Site Preparation	\$100,000
2	Site Grading	\$100,000
3	Site Drains	\$100,000
4	Site Erosion Control	\$100,000
5	Site Fencing	\$100,000
6	Site Signage	\$100,000
7	Site Lighting	\$100,000
8	Site Security	\$100,000
9	Site Maintenance	\$100,000
10	Site Restoration	\$100,000
11	Site Final Inspection	\$100,000


Legend

Symbol	Description
1	Asphalt Paving
2	Concrete
3	Gravel
4	Earthwork
5	Structural Steel
6	Rebar
7	Formwork
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11	Site Grading
12	Site Drains
13	Site Erosion Control
14	Site Fencing
15	Site Signage
16	Site Lighting
17	Site Security
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19	Site Restoration
20	Site Final Inspection

Notes to Contractors

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MAVERIK, INC.
MAVERIK C-STORE
 15280 GREEN ROAD
 CALDWELL, ID 83607
 LOCATED IN THE NORTH HALF OF SECTION 16 & SOUTH HALF OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN



MAVERIK

HUNT DAY

3414 S. Huntington Dr. • St. Louis, MO 63111
 Phone: 888.844.4433
 Fax: 636.336.4433
 E-Mail: info@hunteday.com



MAVERIK, INC.
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 CALDWELL, ID 83607
 LOCATED IN THE NORTH HALF OF SECTION 16 & SOUTH HALF OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN

CL.00

SITE PLAN

Use if Allowed

Attachment 2

Legal Description of the Site

LEGAL DESCRIPTION

LAND SITUATED IN THE STATE OF IDAHO, COUNTY OF CANYON, CITY OF CALDWELL.

NEW PARCEL 3 DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 16 AND THE SOUTHEAST QUARTER OF SECTION 9,

TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CALDWELL CITY, CANYON COUNTY, IDAHO, MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°30'04" WEST 949.73 FEET ALONG THE SOUTHERLY SECTION LINE AND NORTH 0°29'56" EAST 47.47

FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 16, AND RUNNING THENCE;

SOUTH 32°09'17" WEST 452.18 FEET;

THENCE NORTH 46°33'31" WEST 496.44 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF CURVE TO THE LEFT A DISTANCE OF 84.62 FEET HAVING A RADIUS OF 3,342.40 FEET

A CENTRAL ANGLE OF 01°27'02" AND CHORD BEARING AND DISTANCE OF NORTH 47°18'00" WEST 84.61 FEET;

THENCE NORTH 41°41'01" EAST 111.93 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF CURVE TO THE LEFT A DISTANCE OF 85.91 FEET HAVING A RADIUS OF 195.94 FEET A

CENTRAL ANGLE OF 25°07'15" AND CHORD BEARING AND DISTANCE OF NORTH 29°22'53" EAST 85.22 FEET;

THENCE SOUTH 73°45'03" EAST 176.00 FEET;

THENCE SOUTH 73°45'13" EAST 86.21 FEET;

THENCE EASTERLY ALONG THE ARC OF CURVE TO THE RIGHT A DISTANCE OF 312.00 FEET HAVING A RADIUS OF 3,779.72 FEET A

CENTRAL ANGLE OF 04°43'46" AND CHORD BEARING AND DISTANCE OF SOUTH 71°13'23" EAST 311.91 FEET TO THE POINT OF

BEGINNING.

LEGAL DESCRIPTION

LAND SITUATED IN THE STATE OF IDAHO, COUNTY OF CANYON, CITY OF CALDWELL.

NEW PARCEL 3 DESCRIPTION:

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DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°30'04" WEST 949.73 FEET ALONG THE SOUTHERLY SECTION LINE AND NORTH 0°29'56" EAST 47.47

FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 16, AND RUNNING THENCE;

SOUTH 32°09'17" WEST 452.18 FEET;

THENCE NORTH 46°33'31" WEST 496.44 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF CURVE TO THE LEFT A DISTANCE OF 84.62 FEET HAVING A RADIUS OF 3,342.40 FEET

A CENTRAL ANGLE OF 01°27'02" AND CHORD BEARING AND DISTANCE OF NORTH 47°18'00" WEST 84.61 FEET;

THENCE NORTH 41°41'01" EAST 111.93 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF CURVE TO THE LEFT A DISTANCE OF 85.91 FEET HAVING A RADIUS OF 195.94 FEET A

CENTRAL ANGLE OF 25°07'15" AND CHORD BEARING AND DISTANCE OF NORTH 29°22'53" EAST 85.22 FEET;

THENCE SOUTH 73°45'03" EAST 176.00 FEET;

THENCE SOUTH 73°45'13" EAST 86.21 FEET;

THENCE EASTERLY ALONG THE ARC OF CURVE TO THE RIGHT A DISTANCE OF 312.00 FEET HAVING A RADIUS OF 3,779.72 FEET A

CENTRAL ANGLE OF 04°43'46" AND CHORD BEARING AND DISTANCE OF SOUTH 71°13'23" EAST 311.91 FEET TO THE POINT OF

BEGINNING.

Attachment 3

Overview of the Site

Attachment 4

Agency Funded Eligible Improvements

Property	Caldwell				
Address	Spring Lake Drive/HWY 26				
State	ID				
Off-Site Improvements					
Description	Quantity	Unit	Unit Price	Total	
Division 1 General Requirements					
SWPPP	1	LS	\$ 3,000.00	\$	3,000.00
Division Subtotal				\$	3,000.00
Division 2 Existing Conditions					
Construction Survey	1	LS	\$ 2,500.00	\$	2,500.00
Division Subtotal				\$	2,500.00
Division 32 Exterior Improvements					
Clear and Grub	18,000	SF	\$ 0.15	\$	2,700.00
Fill	1,200	CY	\$ 22.00	\$	26,400.00
Cut	250	CY	\$ 7.00	\$	1,750.00
Asphalt	8,100	SF	\$ 4.25	\$	34,425.00
Curb & Gutter	198	LF	\$ 24.50	\$	4,851.00
Sidewalk	978	SF	\$ 7.00	\$	6,846.00
8' trail	1	LS	\$ 18,000.00	\$	18,000.00
ADA ramp	1	ls	\$ 1,500.00	\$	1,500.00
Division Subtotal				\$	96,472.00
Alternates					
16-inch boring for sewer line	133	LF	\$ 225.00	\$	29,925.00
16-inch boring for waterline	125	LF	\$ 225.00	\$	28,125.00
Offsite Sewer Line	468	LF	\$ 80.00	\$	37,440.00
Offsite Water Line	468	LF	\$ 65.00	\$	30,420.00
HWY 26 Auxiliary Turn Lanes & Striping	1	LS	\$ 250,000.00	\$	250,000.00
Division Subtotal				\$	375,910.00
Project Fees					
TOTAL				\$	477,882.00

PROJECT TEAM

JURISDICTION CONTACTS
PLANNING & ZONING
 CITY OF CALDWELL PLANNING & ZONING DEPARTMENT
 ADDRESS: 285 S 6TH AVE, 2ND FLOOR, CALDWELL, ID 83602
 EMAIL: PZ@CITYOF.CALDWELL.ID.GOV
 PHONE: (208) 452-2500

BUILDING
 CITY OF CALDWELL BUILDING DEPARTMENT
 ADDRESS: 285 SOUTH 6TH AVE, CALDWELL, IDAHO 83602
 PHONE: (208) 527-2142

TRANSPORTATION
 NOTUS PARKING MANAGEMENT DISTRICT NO. 2
 ADDRESS: 188 SOUTH 4TH STREET, PASADENA, IDAHO 83640
 EMAIL: CHARTER@NPMCO.NET
 PH: (208) 722-1243

FIRE
 CITY OF CALDWELL FIRE DEPARTMENT
 ADDRESS: 411 CLEVELAND BLVD, CALDWELL, ID 83602
 EMAIL: --
 PH: (208) 454-7333

CULINARY WATER
 CITY OF CALDWELL WATER DEPARTMENT
 ADDRESS: P.O. BOX 1179, CALDWELL, IDAHO 83604
 EMAIL: WATER@CITYOF.CALDWELL.ID.GOV
 PHONE: (208) 452-3636

SANITARY SEWER
 CITY OF CALDWELL BUILDING DEPARTMENT
 ADDRESS: 285 S 6TH AVE, 2ND FLOOR, CALDWELL, ID 83602
 EMAIL: --
 PHONE: (208) 452-3008

POWER
 IDAHO POWER
 ADDRESS: 1221 West Idaho St., Boise, ID 83725
 EMAIL: --
 PHONE: (208) 388-2280

GAS
 NOT AVAILABLE
 ADDRESS: --
 EMAIL: --
 PHONE: (208) 377-6888

TELEPHONE
 CENTURYLINK
 ADDRESS: --
 EMAIL: --
 PHONE: (208) 607-6880

FLOODPLAIN NOTE
 FEMA FLOOD ZONE "X", AREA OF MINIMAL FLOOD HAZARD.
 REFERENCE: F.E.M.A. FLOOD INSURANCE RATE MAPS,
 CORRECTIVE PANEL NUMBER 15A(2)0202C, DATED 04/17/2011.

BASIS OF BEARING
 THE BASIS OF BEARING IS THE SOUTH LINE OF THE
 SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH,
 RANGE 3 WEST, BOISE MERIDIAN WHICH BEARS
 SOUTH BY 21° 45' 32".

AS-SURVEYED BOUNDARY DESCRIPTION
 A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 13 AND THE SOUTHEAST QUARTER OF SECTION 9
 TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CALDWELL CITY, CAYON COUNTY, IDAHO. MORE PARTICULARLY
 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH BY 20° 57' 46" WEST 717.68 FEET ALONG THE SOUTHERLY SECTION LINE FROM THE SOUTHWEST
 CORNER OF SAID SECTION 13, AND RUNNING THENCE
 SOUTH BY 0° 00' 00" WEST 64.87 FEET
 THENCE NORTH WESTERLY ALONG THE ARC OF CURVE TO THE RIGHT A DISTANCE OF 371.88 FEET HAVING A RADIUS OF
 512.89 FEET A CENTRAL ANGLE OF 41° 19' 01" AND CHORD BEARING AND DISTANCE OF NORTH 67° 41' 51" WEST 363.60 FEET
 THENCE NORTH 86° 23' 46" WEST 112.30 FEET
 THENCE NORTH 86° 23' 46" WEST 191.20 FEET
 THENCE NORTH 46° 32' 00" WEST 296.17 FEET
 THENCE NORTH 47° 02' 30" WEST 64.71 FEET
 THENCE NORTH 17° 52' 00" EAST 112.30 FEET
 THENCE NORTH EASTERLY ALONG THE ARC OF CURVE TO THE LEFT A DISTANCE OF 310.03 FEET HAVING A RADIUS OF
 221.63 FEET A CENTRAL ANGLE OF 37° 04' 11" AND CHORD BEARING AND DISTANCE OF NORTH 22° 09' 20" EAST 198.16 FEET,
 THENCE SOUTH 75° 00' 00" EAST 112.30 FEET
 THENCE SOUTH 73° 52' 27" EAST 86.24 FEET
 THENCE EASTERLY ALONG THE ARC OF CURVE TO THE RIGHT A DISTANCE OF 411.12 FEET HAVING A RADIUS OF 2379.72
 FEET A CENTRAL ANGLE OF 0° 00' 21" AND CHORD BEARING AND DISTANCE OF SOUTH 7° 14' 30" EAST 440.86 FEET
 THENCE SOUTH BY 70° 00' EAST 40.31 FEET TO THE POINT OF BEGINNING

CONTAINING 261,180 SQUARE FEET OR 5.942 ACRES, MORE OR LESS

DEVELOPER CONTACTS

MAVERIK PROJECT TEAM
 MAVERIK, INC. A STEAM CORPORATION
 163 S. STATE STREET, SUITE 200
 SALT LAKE CITY, UTAH 84111
 CEAL STATE DEVELOPMENT MANAGER / TEO
 EMAIL: --
 PHONE: 201.243.4127

PROPERTY OWNER
 TE PROPERTY MANAGEMENT
 ADDRESS: 1528 GREEN RD, CALDWELL, ID 83607
 EMAIL: --
 PHONE: --

CIVIL ENGINEER (PROJECT CONTACT)
 GARY DUNN ARCHITECTS / THOMAS PETER, PE
 2405 ANTOINETTE DRIVE, STANGLISE, UT 84075
 EMAIL: THOMAS@DUNNARCHITECTS.COM
 PHONE: (801) 884-1754

ARCHITECT
 BRESQOTT INGLE ARCHITECTS / MEGAN CLARK
 171 WEST PIERPONT AVENUE, SALT LAKE CITY, UT 84119
 EMAIL: MEGAN@BRESQOTTARCHITECTS.COM
 PHONE: (801) 521-9213

SURVEYOR
 LAYTON SURVEY / SPENCER HULLSTON
 1207 W 1800 W STE. 1, CLEARFIELD, UT 84605
 EMAIL: SPENCER@LAYSURVEY.COM
 PHONE: (801) 463-1841

LANDSCAPE ARCHITECT
 ZEB NICHOLS / SCOTT BEAR
 1275 E. PLYMOUTH HOLLOW ROAD, SALT LAKE CITY, UT 84103
 EMAIL: SCOTT@ZEBNICHOLS.COM
 PHONE: (801) 524-4146

ELECTRICAL ENGINEER
 NICHOLS ENGINEERING, INC. / JILL DAMES
 184 N. 12TH AVENUE, POCATELLO, ID 83241
 EMAIL: --
 PHONE: (208) 332-3377

GEOTECHNICAL ENGINEER
 CITY TECHNICAL SERVICES
 ADDRESS: 278 S REDWOOD RD, WEST VALLEY CITY, UT 84119
 EMAIL: --
 PHONE: (801) 462-4132

BENCHMARK

ROUND 3/8" REBAR 6 CAP, #16
 ELEV = 2156.89'
 VERTICAL DATUM: NAVD83

AFFECTED PARCEL NO.

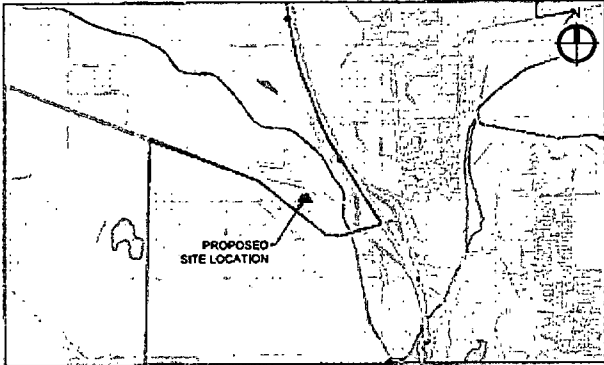
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MAVERIK



MAVERIK C-STORE SITE CONSTRUCTION DOCUMENTS

15280 GREEN ROAD
CALDWELL, IDAHO 83647



VICINITY MAP
SCALE: 1" = 500'

NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PROVIDED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHOULD BE CONFIRMED BY THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICTS OR CONCERNS ARISE, PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.

SHEET INDEX

KEY	SHEET NUMBER	SHEET NAME
1	1 of 17	COVER SHEET
2	2 of 17	GENERAL NOTES
3	3 of 17	GENERAL LEGEND & ABBREVIATIONS
4	4 of 17	SITE EXHIBITION PLAN
5	5 of 17	SITE PLAN
6	6 of 17	PLAN (CONTR)
7	7 of 17	SITE STRIPPING PLAN
8	8 of 17	ACCESSORY STRIPPING PLAN
9	9 of 17	SITE CIVIL DETAILS - 1
10	10 of 17	SITE CIVIL DETAILS - 2
11	11 of 17	SITE CIVIL DETAILS - 3
12	12 of 17	SITE CIVIL DETAILS - 4
13	13 of 17	SITE SUBSECTIONAL DETAILS
14	14 of 17	SITE GRADING PLAN
15	15 of 17	SITE GRADING PLAN (CONTR)
16	16 of 17	PAVING AREA GRADING PLAN
17	17 of 17	SITE DRAINAGE DETAILS & CALCULATIONS
18	18 of 17	STORMWATER DETAILS
19	19 of 17	STORMWATER POLLUTION PREVENTION PLAN
20	20 of 17	STORMWATER POLLUTION PREVENTION PLAN DETAILS
21	21 of 17	SITE UTILITY SERVICE PLAN
22	22 of 17	SITE WELL / IRIGATION SERVICE PLAN
23	23 of 17	SITE UTILITY JURISDICTIONAL DETAILS - 1
24	24 of 17	SITE UTILITY JURISDICTIONAL DETAILS - 2
25	25 of 17	UTILITY OUTFALLS - PLAN & PROFILE
26	26 of 17	LANDSCAPE PLAN
27	27 of 17	IRIGATION PLAN

SITE DATA

	SQUARE FOOTAGE	ACRES	% OF TOTAL AREA
TOTAL PROPERTY AREA:	183,341	4.21	100%
TOTAL BUILDING AREA:	5,837	0.13	3%
TOTAL IMPERVIOUS AREA:	188,548	4.23	102%
TOTAL LANDSCAPED AREA:	158,891	3.45	78%

PAVING REQUIRED: 1 PER PAVED PAVP
PAVING PROVIDED: 13
ADA STALLS REQUIRED: 2 (1 ADA + 1 WAO)
ADA STALLS PROVIDED: 2 (1 ADA + 1 WAO)
TRUCK PAVING PROVIDED: 0
BIOSHADE SPACES PROVIDED: 2 EXPOSED SPACES
TOTAL BIOSHADE LOCATIONS PROVIDED: 20

BUILDING HEIGHT: 10'-0"
CONSTRUCTION TYPE: V-6

ZONING INFORMATION

CURRENT ZONING:	C-2, SERVICE CORP
PROPOSED ZONING:	C-3, SERVICE CORP
INTENDED USE:	GAZ, SERVICE STATION

	BUILDING	LANDSCAPE
MINIMUM LOT AREA (A) (FT ²)	0	0
MINIMUM LOT WIDTH (FT)	0	0
CITY AREA PER LOT (SQ. FT.)	N/A	N/A
FRONT YARD SETBACK (FT.)	0	30
SIDE YARD SETBACK, PRIMARY ROAD (FT.)	0	15
SIDE YARD SETBACK	0	15
REAR YARD SETBACK (FT.)	0	10
MAXIMUM BUILDING HEIGHT (FT.)	NONE	NONE
MAXIMUM BUILDING COVERAGE (SQ. FT.)	N/A	N/A
MAXIMUM IMPERVIOUS COVERAGE (% (FT ²))	N/A	N/A
MAXIMUM FLOOR AREA (FT ²)	N/A	N/A



HUNT DAY
 2462 Anderson Drive, Ste 200
 Spencerville, UT 84076
 PH: 801 684 4772
 CA: 7706868@hunteday.co



MAVERIK, INC.
MAVERIK C-STORE
 15280 GREEN ROAD
 CALDWELL, ID 83667
 LOCATED IN THE NORTH HALF OF SECTION 16 & SOUTH HALF OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN

ISSUANCE

NO.	DESCRIPTION	DATE
1	INITIAL SUBMITTAL TO CITY	01/22/2024
2	CITY COMMENTS	02/12/2024
3	CITY COMMENTS	03/28/2024
4	ITD COMMENTS	03/28/2024
5	ITD COMMENTS	05/15/2024

Drawn by: TSP Approved by: TSP

DRAWING ISSUE

REVISIONS: 1. CONSTRUCTION 05/15/2024

PROJECT NUMBER: 24-0079 STORE # 180

SHEET NAME

COVER SHEET

SHEET NUMBER

CO.00





HUNT DAY
 2446 Arrowhead Drive, St. 200
 Spencerville, ID 83601
 PH: 801.834.4124
 E: Thomas@HuntDay.co



MAVERIK, INC.
MAVERIK C-STORE
 15280 GREEN ROAD
 CALDWELL, ID 83607
 LOCATED IN THE NORTH HALF OF SECTION 16 & SOUTH HALF OF SECTION 9; TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN

ISSUANCE

NO.	DESCRIPTION	DATE
1	INITIAL SUBMITTAL TO CITY	11/22/2011
2	CITY COMMENTS	11/22/2011
3	CITY COMMENTS	11/22/2011
4	FINAL ISSUE	11/22/2011

DESIGNED BY: TJP APPROVED BY: TJP

DRAWING ISSUE

ISSUE/REVISION/CONSTRUCTION 06/11/2015

PROJECT NUMBER: 10-0071 STORE # 101

SHEET NAME

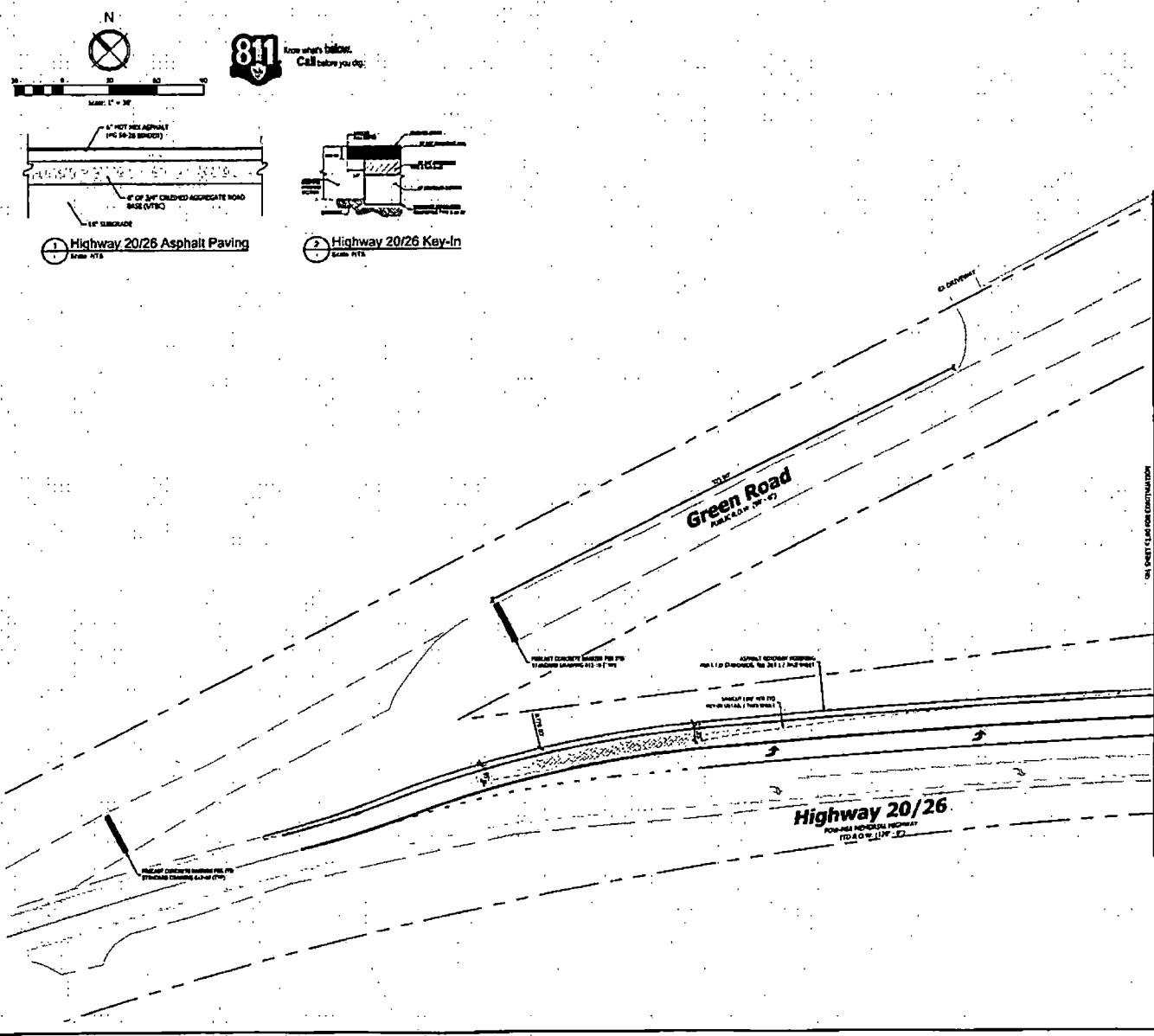
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(CONT'D)**

SHEET NUMBER

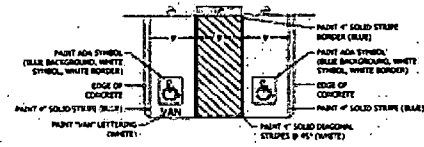
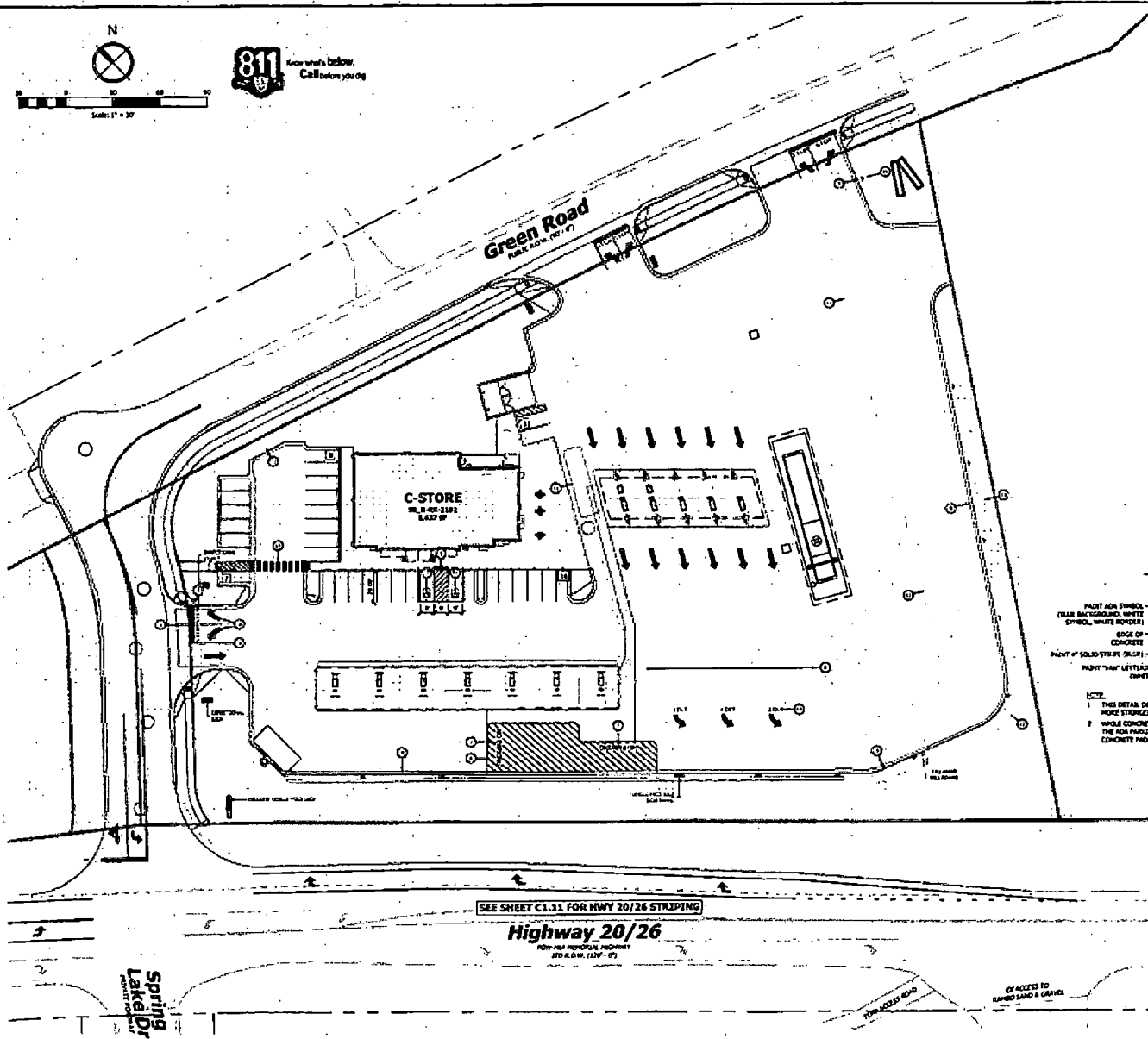
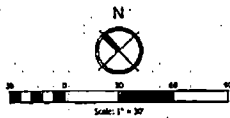
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Notice To Contractors

The CONTRACTOR SHALL verify all dimensions and utilities on this plan before commencing construction. The CONTRACTOR shall be responsible for obtaining all necessary permits and approvals from the City of Caldwell. The CONTRACTOR shall verify all dimensions and utilities on this plan before commencing construction. The CONTRACTOR shall be responsible for obtaining all necessary permits and approvals from the City of Caldwell. The CONTRACTOR shall verify all dimensions and utilities on this plan before commencing construction. The CONTRACTOR shall be responsible for obtaining all necessary permits and approvals from the City of Caldwell.



11/22/2011 10:00 AM TJP: 10-0071-101-01.dwg (10/22/2011 10:00 AM)



- NOTES**
- THIS DETAIL DEPICTS MINIMUM HATCHER STANDARDS. LOCAL JURISDICTION MAY HAVE MORE STRINGENT REQUIREMENTS THAT SHALL BE VERIFIED AND ADHERED TO.
 - WHERE CONCRETE PAD MAY EXTEND BEYOND THE PRESENTED ADA PARKING STALLS, THE ADA PARKING STALLS THEMSELVES MUST BE RECOMMENDED COMPLETELY BY CONCRETE PAD.

ACCESSIBLE PARKING DETAIL
SCALE: NONE

General Notes

- REFERENCE NOTES AND SYMBOLS AND SPECIFICATIONS.
 - SEE PLAN FOR ALL DIMENSIONS UNLESS NOTED OTHERWISE. TO NOT SPECIFY, FURNISH OR QUALITY SHALL BE ASSURED BY THE CONTRACTOR. PROVIDE "NO WALK" ZONE PER 201.01.01.
 - ALL WORK SHALL BE PERFORMED TO OR BEYOND ALL APPLICABLE CITY, STATE AND FEDERAL REQUIREMENTS. PROVIDE TO SPECIFY IN ALL CITY AND FEDERAL AS SPECIFICALLY.
 - THIS PLAN IS FOR THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
 - FOR PUBLIC ROADWAY STRIPING DETAILS, REFER TO SHEET C1.11.
- Key Notes**
1. 15' x 30' VEHICLE PARKING
 2. DRIVE-IN WASHING STATION
 3. 15' x 30' VEHICLE PARKING
 4. 15' x 30' VEHICLE PARKING
 5. 15' x 30' VEHICLE PARKING
 6. 15' x 30' VEHICLE PARKING
 7. 15' x 30' VEHICLE PARKING
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 17. 15' x 30' VEHICLE PARKING
 18. 15' x 30' VEHICLE PARKING
 19. 15' x 30' VEHICLE PARKING
 20. 15' x 30' VEHICLE PARKING

MAVERIK
101 S. 10th Street, 1st Floor, Boise, ID 83725
1-800-875-8755

HUNT DAY
3718 American Dr., #1 200
Boise, ID 83725
PH: 801-894-8722
E-MAIL: Thomas@huntday.co



MAVERIK, INC.
MAVERIK C-STORE
15280 GREEN ROAD
CALDWELL, ID 83607
LOCATED IN THE NORTH HALF OF SECTION 16 & SOUTH HALF OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN

ISSUANCE

NO.	DESCRIPTION	DATE
1	INITIAL SUBMITTAL TO CDOT	11/17/2024
2	CDOT COMMENTS	12/10/2024
3	CDOT COMMENTS	12/10/2024
4	CDOT COMMENTS	12/10/2024
5	CDOT COMMENTS	12/10/2024

DRAWING ISSUE

NO.	DESCRIPTION	DATE
1	ISSUED FOR CONSTRUCTION	12/17/2024

SITE STRIPING PLAN
SHEET NUMBER
C1.10

15280 GREEN ROAD, CALDWELL, ID 83607. PROJECT NO. 2024-01. DATE: 12/17/2024.



HUNT DAY
3448 Annapolis Drive S1700
Spokane, WA 99205
509-835-8822
CM Teams@HuntDay.co



MAVERIK, INC.
MAVERIK C-STORE
15280 GREEN ROAD
CALDWELL, ID 83607
LOCATED IN THE NORTH HALF OF SECTION 16 & SOUTH HALF OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN

REVISION	DATE
1 INITIAL SUBMITTAL TO CITY	11/22/2024
2 CITY COMMENTS	03/20/2025
3 CITY COMMENTS	11/19/2025
4 CITY COMMENTS	04/28/2025
5 CITY COMMENTS	04/28/2025

ISSUANCE

DATE	APPROVED BY
02/17/2025	[Signature]

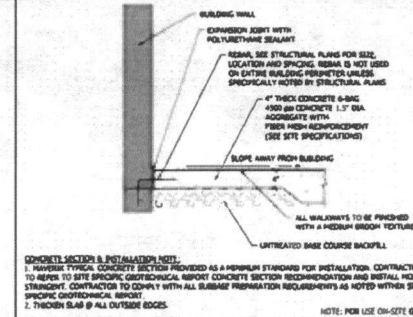
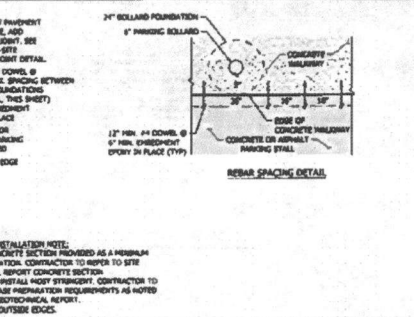
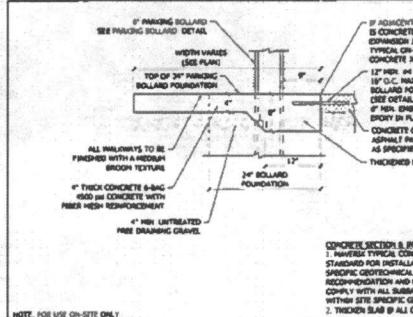
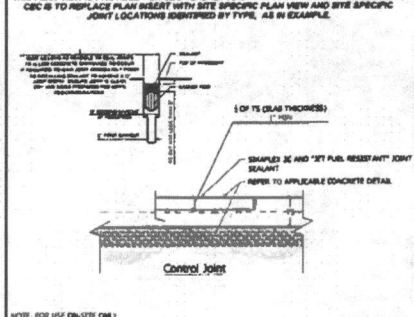
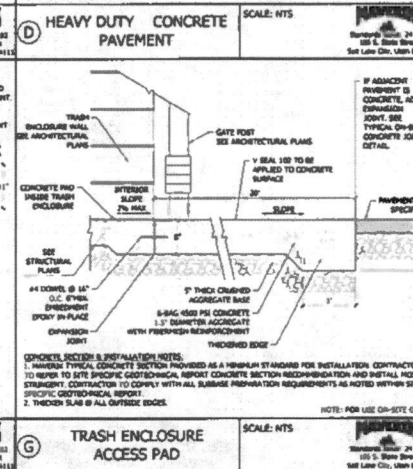
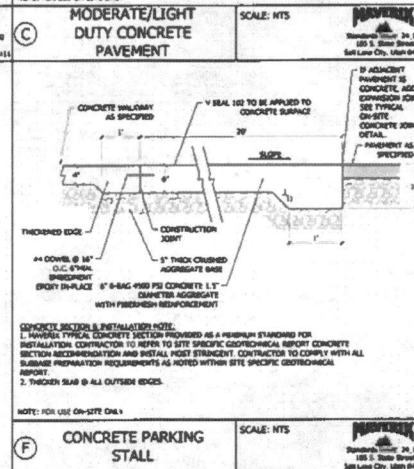
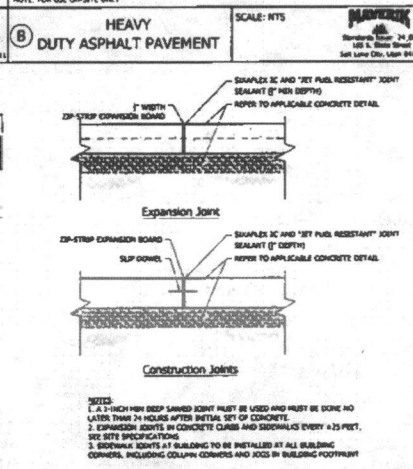
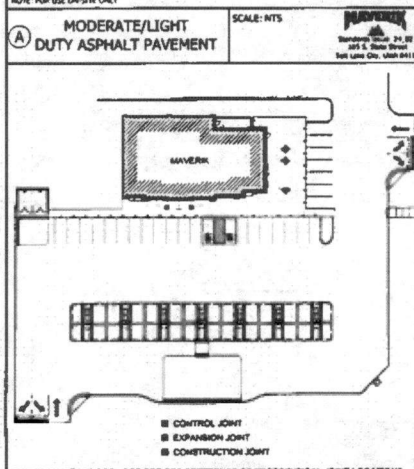
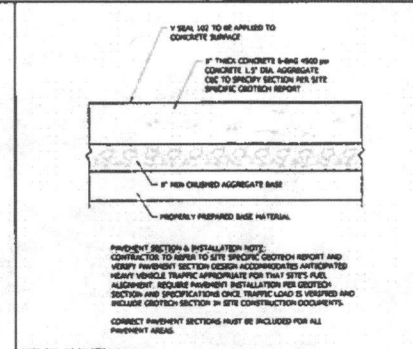
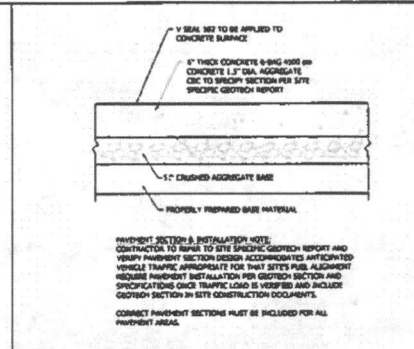
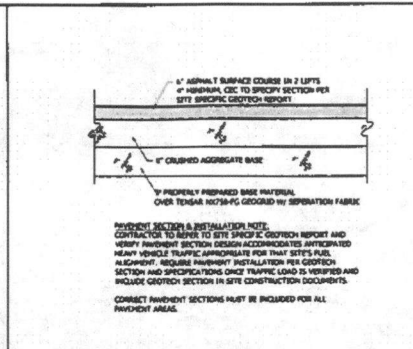
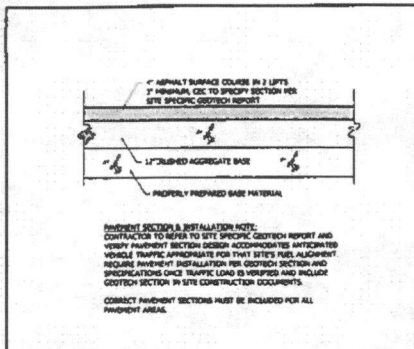
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PROJECT NUMBER: 25025 SHEET # 110

SHEET NAME

SITE DETAILS - 1

SHEET NUMBER



E CONCRETE JOINT DETAIL

SCALE: NTS

NOTE: FOR USE ON-SITE ONLY

H CONCRETE WALKWAY AT BUILDING

SCALE: NTS

NOTE: FOR USE ON-SITE ONLY

I CONCRETE WALKWAY AT BUILDING

SCALE: NTS

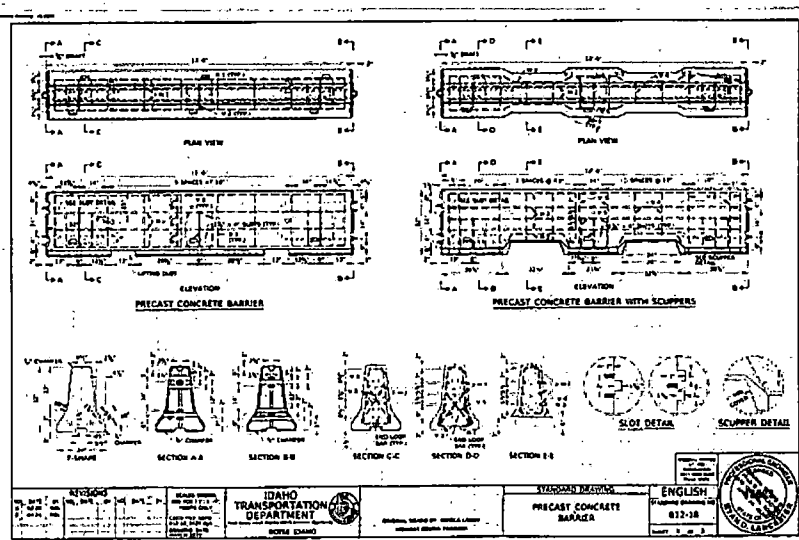
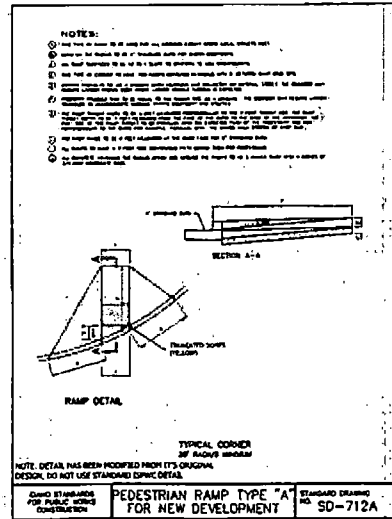
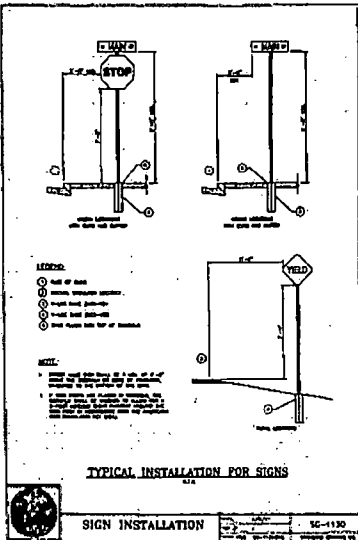
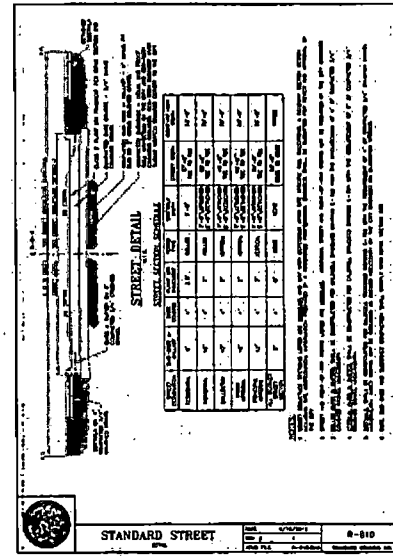
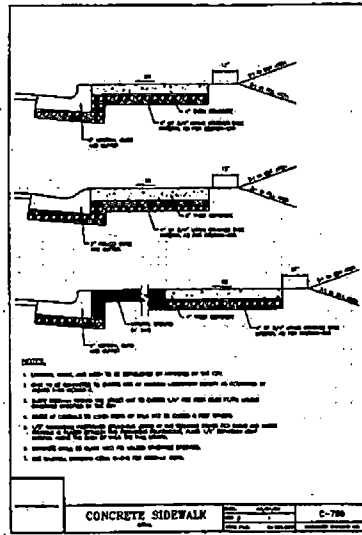
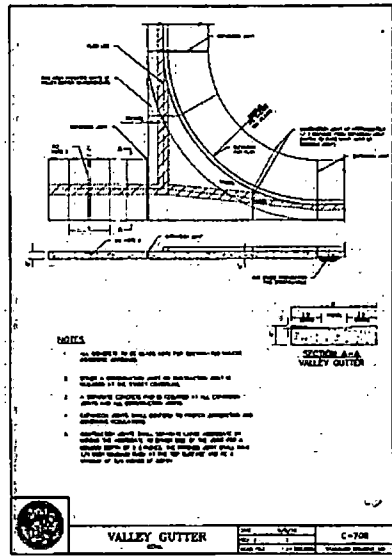
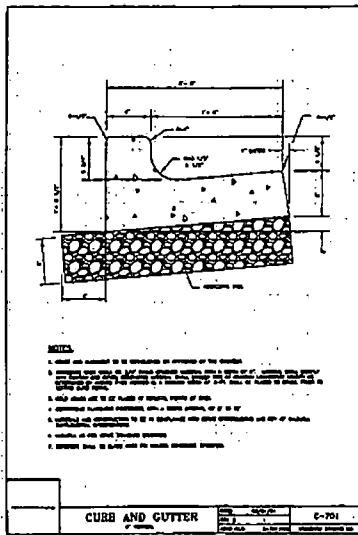
NOTE: FOR USE ON-SITE ONLY

L CONCRETE WALKWAY AT BUILDING

SCALE: NTS

NOTE: FOR USE ON-SITE ONLY

C1.90



HUNT DAY
2449 Avenue West Drive, Ste 200
Syracuse, UT 84078
Ph: 801 484 4794
E-mail: Teamer@HuntDay.co



MAVERIK, INC.
MAVERIK C-STORE
15280 GREEN ROAD
CALDWELL, ID 83607
SECTION 9, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN

ISSUANCE

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS TO CITY	11/13/2024
2	FOR COMMENTS	11/13/2024
3	FOR COMMENTS	11/13/2024
4	FOR COMMENTS	11/13/2024
5	FOR COMMENTS	11/13/2024

CHANG BY: TWP APPROVED BY: TWP

DRAWING ISSUE

REVISIONS/CONTRIBUTION: 02/11/2024

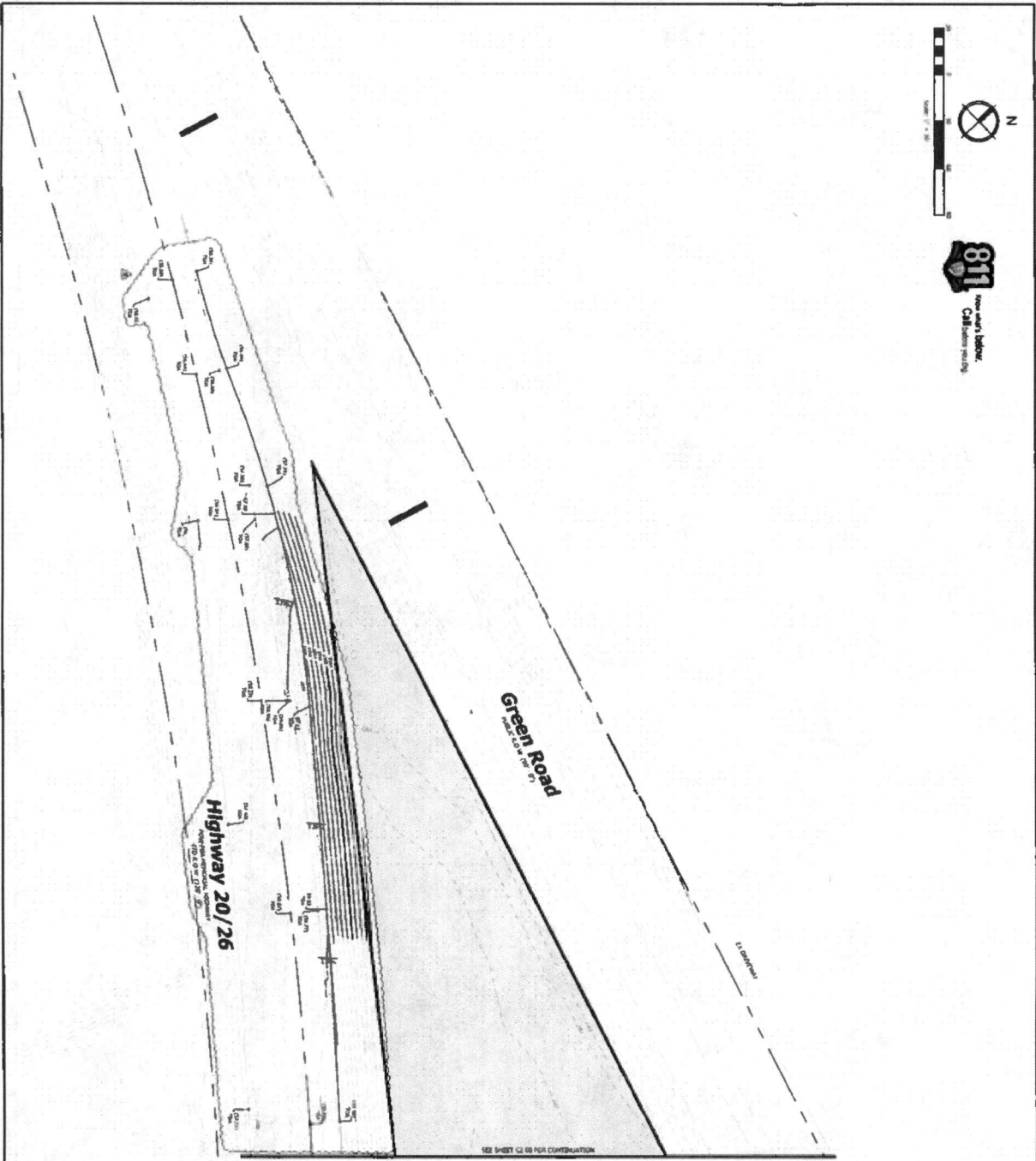
PROJECT NUMBER: 24075 DRAWN BY: TWP

SHEET NAME

SITE JURISDICTIONAL DETAILS

SHEET NUMBER

C1.94



NOTE TO CONTRACTORS
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.

NO. 1	ISSUANCE	DATE
1	ISSUANCE	11/26/05
2	ISSUANCE	11/26/05
3	ISSUANCE	11/26/05
4	ISSUANCE	11/26/05
5	ISSUANCE	11/26/05
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98	ISSUANCE	11/26/05
99	ISSUANCE	11/26/05
100	ISSUANCE	11/26/05

MAVERIK, INC.
MAVERIK C-STORE
 15280 GREEN ROAD
 CALDWELL, ID 83607
 LOCATED IN THE NORTH HALF OF SECTION 16 & SOUTH HALF OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN



HUNT DAY
 1485 S. State Street | Salt Lake City, Utah 84111
 801.468.8888
 www.huntday.com

MAVERIK

Stormwater Calculations

1. Runoff Coefficient (C) = 0.45
 2. Area (A) = 10,000 sq ft
 3. Rainfall Intensity (I) = 2.0 in/hr
 4. Time of Concentration (Tc) = 10 min
 5. Peak Discharge (Qp) = 1.0 cfs

Stormwater Facility Table

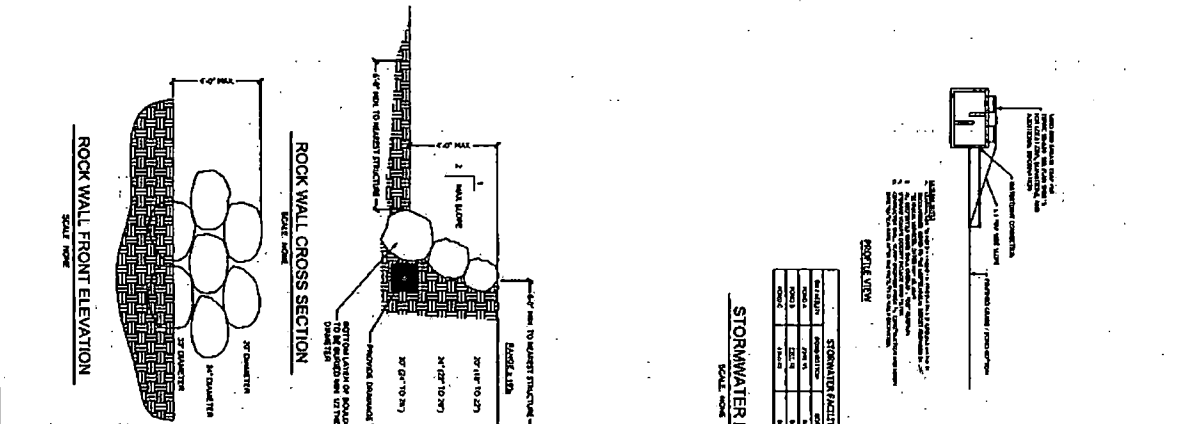
Flow Rate (cfs)	Facility Type	Dimensions
0.5 - 1.0	Detention Basin	10' x 10' x 4'
1.0 - 2.0	Retention Basin	15' x 15' x 4'
2.0 - 5.0	Retention Basin	20' x 20' x 4'
5.0 - 10.0	Retention Basin	30' x 30' x 4'
10.0 - 20.0	Retention Basin	40' x 40' x 4'
20.0 - 50.0	Retention Basin	50' x 50' x 4'
50.0 - 100.0	Retention Basin	60' x 60' x 4'
100.0 - 200.0	Retention Basin	70' x 70' x 4'
200.0 - 500.0	Retention Basin	80' x 80' x 4'
500.0 - 1000.0	Retention Basin	90' x 90' x 4'
1000.0 - 2000.0	Retention Basin	100' x 100' x 4'

Large Boulder Retaining Wall Notes:

- Support boulders shall be 1.5x length by 1.5x width by 1.5x height than the maximum permitted aggregate size.
- Boulders shall be placed in a staggered pattern on every 10% of the wall face.
- Boulders shall be placed in a staggered pattern on every 10% of the wall face.
- The maximum size of the support boulders shall not exceed 1/3 of the wall height.
- The boulders shall be placed in a staggered pattern on every 10% of the wall face.
- The boulders shall be placed in a staggered pattern on every 10% of the wall face.
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Inherent Characteristics of Large Boulder Retaining Walls:

- Large boulder retaining walls should have the capacity to resist lateral movement.
- The retaining wall should be designed to resist lateral movement.
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- The retaining wall should be designed to resist lateral movement.



Boulder Dimension Chart

Boulder Depth (ft)	Boulder Length (ft)	Allowable Weight (lb)
12"	12"	100
18"	18"	200
24"	24"	300
30"	30"	400
36"	36"	500
42"	42"	600
48"	48"	700
54"	54"	800
60"	60"	900
66"	66"	1000
72"	72"	1100
78"	78"	1200
84"	84"	1300
90"	90"	1400
96"	96"	1500
102"	102"	1600
108"	108"	1700
114"	114"	1800
120"	120"	1900

NOTE: Boulders shall be placed in a staggered pattern on every 10% of the wall face.

MAVERIK, INC.
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 CALDWELL, ID 83607
 LOCATED IN THE NORTH HALF OF SECTION 16 & SOUTH HALF OF SECTION 9; TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN

HUNT DAY
 101 S. Main Street, Suite 100, Boise, ID 83721
 Phone: 208.333.4444
 Fax: 208.333.4444

MAVERIK

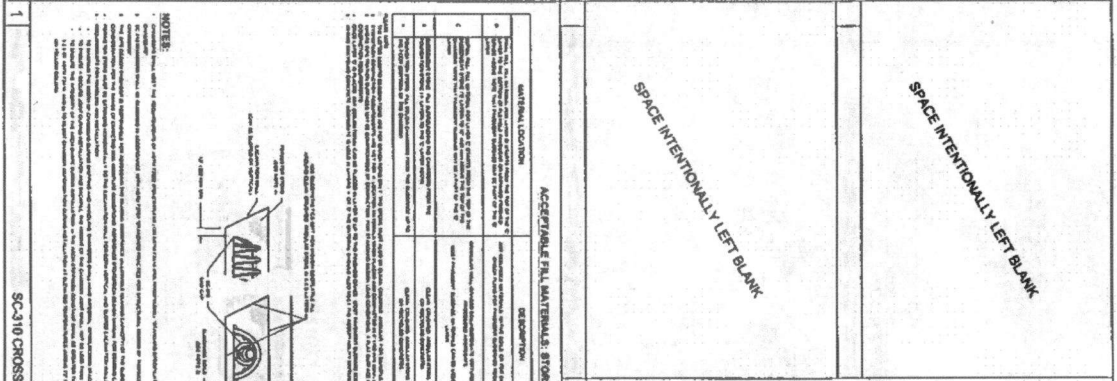
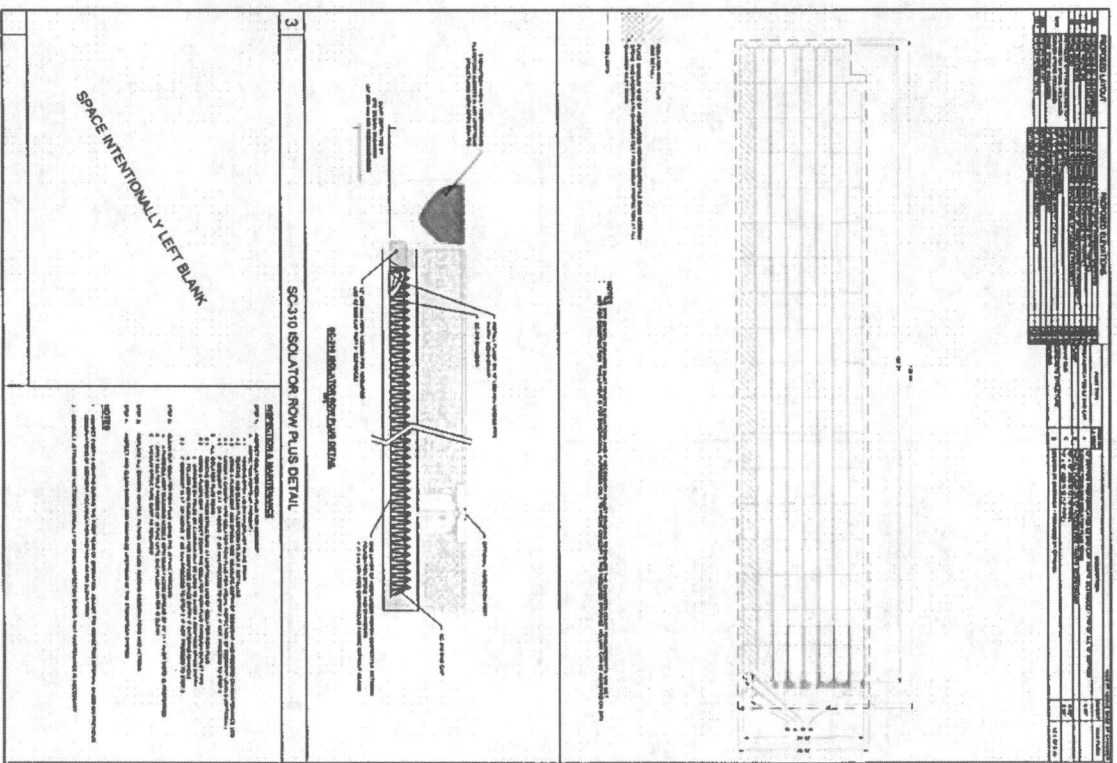
SCALE: 1/4" = 1'-0"

DATE: 10/1/2010

PROJECT: MAVERIK C-STORE

SHEET: 1 OF 2

PRICE: \$2,900



ACCEPTABLE FINISH MATERIALS, SPECIFICATION SC-310 CHAMBER SYSTEMS

FINISH MATERIAL LOCATION	DESCRIPTION	CHAMBER SYSTEMS	COMPLETION/REPAIR REQUIREMENT
1. CHAMBER SYSTEMS	1. CHAMBER SYSTEMS	1. CHAMBER SYSTEMS	1. CHAMBER SYSTEMS
2. CHAMBER SYSTEMS	2. CHAMBER SYSTEMS	2. CHAMBER SYSTEMS	2. CHAMBER SYSTEMS
3. CHAMBER SYSTEMS	3. CHAMBER SYSTEMS	3. CHAMBER SYSTEMS	3. CHAMBER SYSTEMS
4. CHAMBER SYSTEMS	4. CHAMBER SYSTEMS	4. CHAMBER SYSTEMS	4. CHAMBER SYSTEMS
5. CHAMBER SYSTEMS	5. CHAMBER SYSTEMS	5. CHAMBER SYSTEMS	5. CHAMBER SYSTEMS

MAVERIK
Caldwell, ID, USA

DRAWN TP: DATE: 04/15/2025
CHECKED N/A PROJECT #:
REV: NOT TO SCALE

ADS 4840 TRUEAMAN BLVD HILLIARD, OH 43026 1-800-733-7473

StormTech Chamber System 1-800-247-4747 WWW.STORMTECH.COM

MAVERIK, INC.
MAVERIK C-STORE
15280 GREEN ROAD
CALDWELL, ID 83607
LOCATED IN THE NORTH HALF OF SECTION 16 & SOUTH HALF OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN

HUNT DAY
1525 S. HUNT ROAD, TULSA, OK 74119
918-438-1111
www.huntday.com

MAVERIK

STORMTECH
DETAILS

SHEET NUMBER: C2.91



HUNT DAY
3455 Anderson Drive | 31300
Provo, UT 84601
Ph: 801-666-4124
C: Eames@HuntDay.com



SWPPP Data

PROJECT LOCATION DATA:
LATITUDE: 41°19'14.79" LONGITUDE: 111°47'31.37"

- AREA AFFECTED:**
- TOTAL PROJECT AREA IS 7.64 ACRES. AN ESTIMATED 7.64 ACRES WITHIN THE PROJECT LIMITS WILL BE DISTURBED WITH NEW CONSTRUCTION OR CONSTRUCTION STORAGE ACTIVITIES.
 - THE CURRENT SITE IS MOSTLY UNIMPROVED, WITH BLADDER BEING CONTAINED ON-SITE.
 - THE DISTAL SITE IS APPROXIMATELY 1% IMPROVED, THE RECEIVED SITE WILL BE APPROXIMATELY 52% IMPROVED.

CONSTRUCTION ACTIVITIES:

- THE PROJECT EXTENDS CONCEPT OF 1 INDIVIDUALLY GRADED COMMERCIAL LOT PLANNED ACTIVITIES INCLUDE CONSTRUCTION OF THE INFRASTRUCTURE, VERTICAL CONSTRUCTION OF THE BUILDING, LANDSCAPING AND RELATED ACTIVITIES. OBTAIN UPORES "NOT PERMIT" AND ANY OTHER REQUIRED STORM WATER PERMIT PRIOR TO THE BEGINNING OF CONSTRUCTION.
- INSTALL SWPP'S ACCORDING TO THE PHASE OF CONSTRUCTION AS INDICATED IN THIS SWPPP.
- CONSTRUCTION ACTIVITIES WILL PROCEED AS FOLLOWS: ROUGH GRADING, UTILITY INFRASTRUCTURE, ROADWAY INFRASTRUCTURE, BUILDING CONSTRUCTION AND LANDSCAPING. AS NEW GRADING ELEMENTS ARE COMPLETED, CONTRACTOR SHALL IMPLEMENT THE USE OF PROPER SWPP'S AS OUTLINED IN SECTION 5.3.18 IN THE UPORES PERMIT REGULATIONS.
- SITE STABILIZATION OF AREAS DISTURBED BY CONSTRUCTION ACTIVITIES MUST BE FINISHED WITHIN 14 DAYS OF COMPLETION OF CONSTRUCTION AND PRIOR TO OBTAINING AN "NOT PERMIT".

GENERAL STORMWATER POLLUTION CONTROL PRACTICES:

- FOR INSTALLATION PROCEDURES, SEE SWPPP DETAIL BEST MANAGEMENT PRACTICES (BMP) SPECIFICATIONS.
- THE SWPP'S AND SITE WILL BE INSPECTED AND MAINTAINED AT LEAST WEEKLY. ANY ADDITIONAL SWPP'S THAT ARE NEEDED WILL BE OBTAINED DURING REGULAR INSPECTIONS AND INSTALLED ACCORDING TO SPECIFICATION. ANY CHANGES TO PROTECT SWPP'S WILL NEED TO BE REFLECTED ON THE SWPPP MAPS.
- CONTRACTOR SHALL BE REQUIRED TO KEEP A RECORD OF ALL INSPECTIONS AND MAINTENANCE ON SITE.
- SWPPP PLAN COMPILED FROM INFORMATION OBTAINED FROM MATERIAL PROVIDED BY HUNT DAY, 315 WATSON DRIVE, SYRACUSE, UT 84601, PH: (801) 564-4734.

ALL INFORMATION SHOWN ON SWPPP MAPS WERE TAKEN OR DERIVED FROM THE ABOVE STATED SOURCE. ANY INFORMATION NOT DEPICTED WAS NOT PROVIDED AS PART OF THIS PROJECT.

Legend

- - INLET PROTECTION
- SF ROAD - SALT FENCE
- ▨ - CONSTRUCTION ENTRANCE
- ▧ - CONCRETE WASH AREA, OR AS SELECTED BY CONTRACTOR

Developer Contact:

MAVERIK, INC.
ATTN: FOOD SERVICE
105 SOUTH STATE STREET SUITE 800
SALT LAKE CITY, UTAH 84111
PH: (801) 526-4072

MAVERIK, INC.
MAVERIK C-STORE
15280 GREEN ROAD
CALDWELL, ID 83607
LOCATED IN THE NORTH HALF OF SECTION 16 & SOUTH HALF OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN

ISSUANCE

DESCRIPTION	DATE
INITIAL SUBMITTAL TO DUTY	11/22/2024
CITY COMMENTS	08/17/2025
CITY COMMENTS	03/03/2025
ITD COMMENT	05/28/2025
ITD 2/1/23	05/11/2023

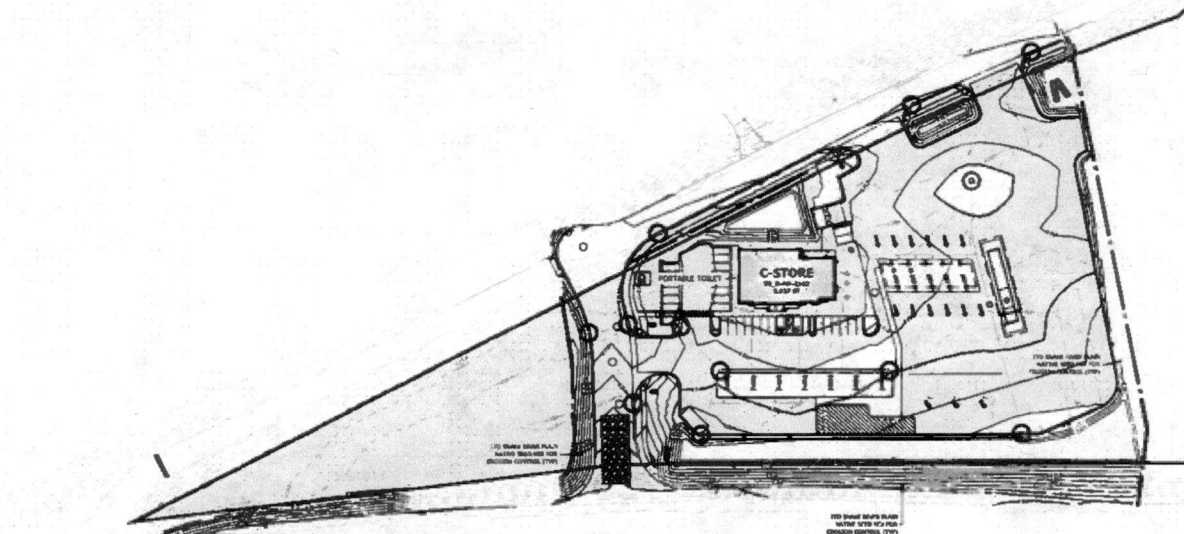
DRAWN BY: TRP APPROVED BY: JRM

DEVELOPER/PROJECT/CONTRACTOR: 0011728215
PROJECT NUMBER: 001872 STORE #: 700

STORMWATER POLLUTION PREVENTION PLAN

SHEET NUMBER

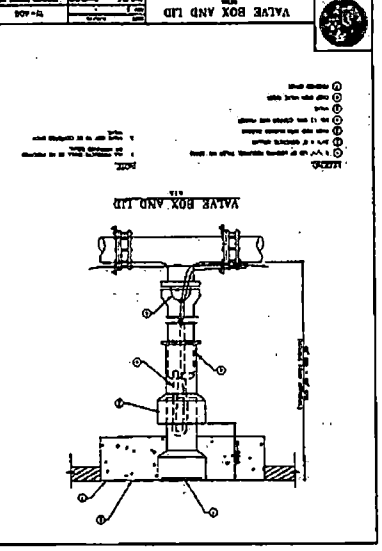
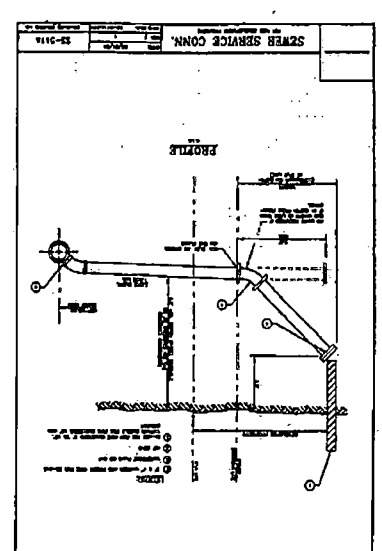
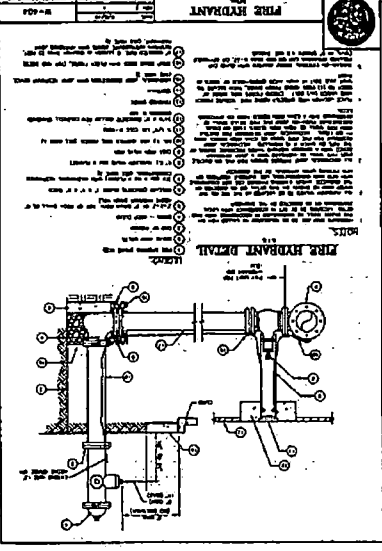
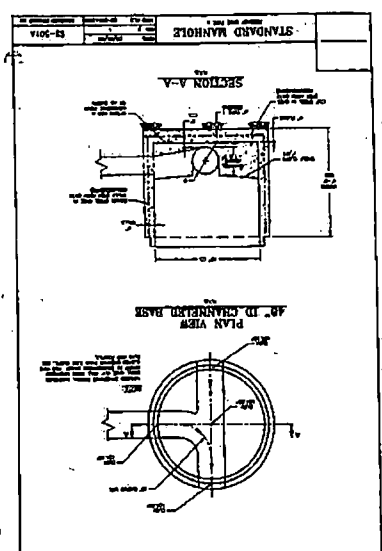
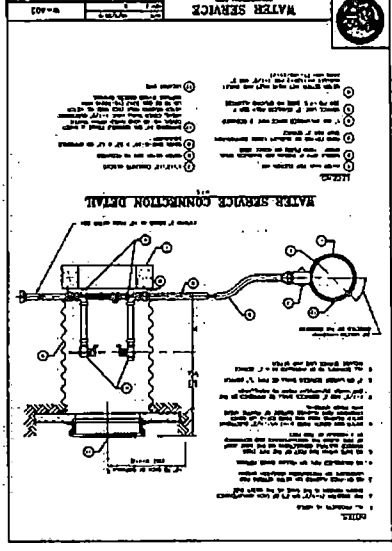
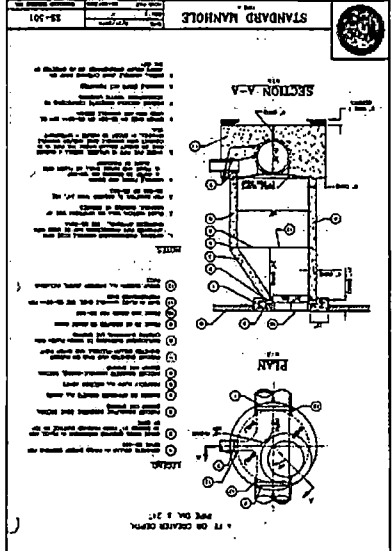
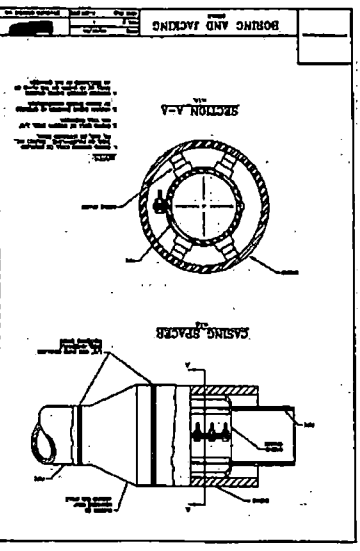
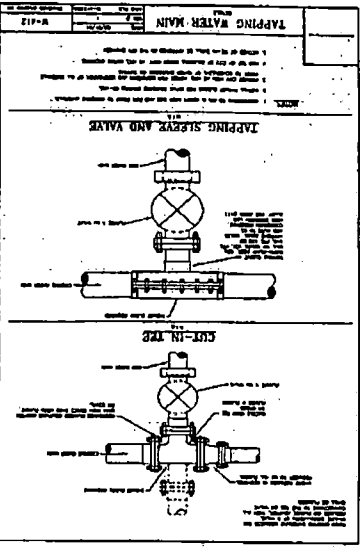
C3.00



STREETS TO BE SWEEP WITHIN 1000 FEET OF CONSTRUCTION ENTRANCE DAILY IF NECESSARY. ALL VEHICLES EXITING SITE TO PROCEED THROUGH CONSTRUCTION ENTRANCE TO REDUCE AMOUNTS OF SEDIMENT TRACKED ONTO ROADSWAYS.

1:5, 2024 © 2024 by the National Auto... (mirrored text from the reverse side of the sheet)

10/20/2018 10:28 AM Project: C:\Users\jdoyle\OneDrive\Documents\2018\10-20-2018\10-20-2018.dwg



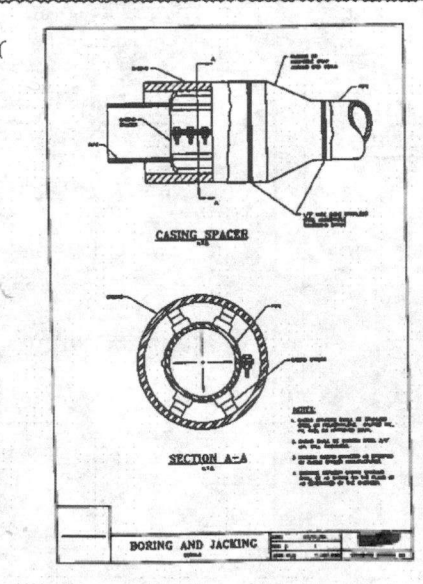
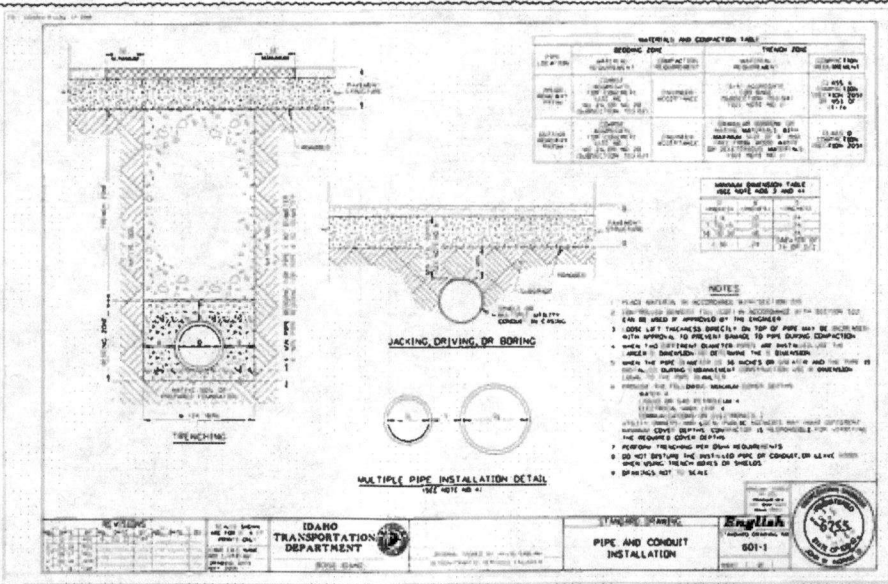
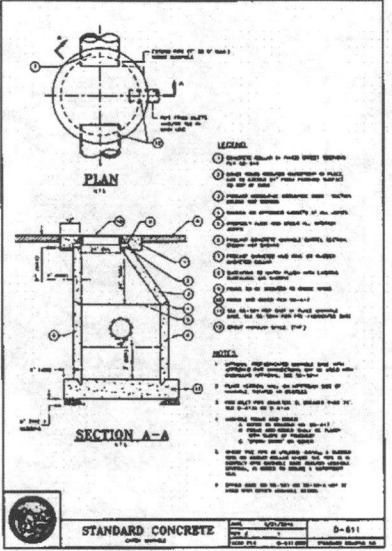
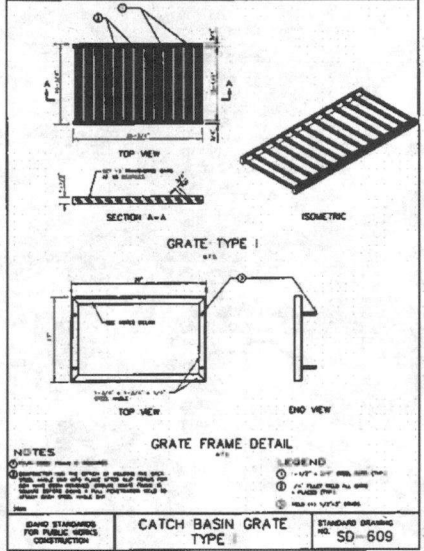
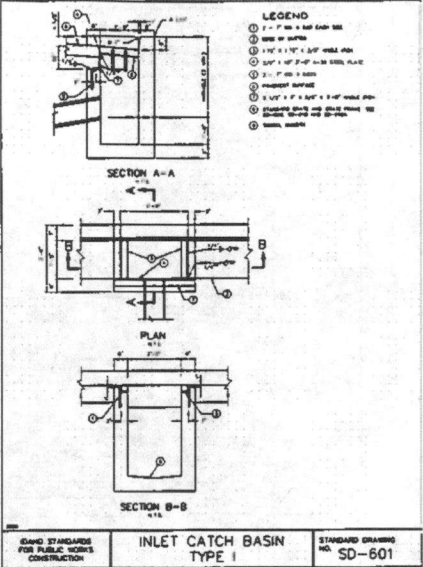
C4.90

MAVERIK, INC.
MAVERIK C-STORE
 15280 GREEN ROAD
 CALDWELL, ID 83607

LOCATED IN THE NORTH HALF OF SECTION 16 & SOUTH HALF OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN

HUNT DAY

MAVERIK



MAVERIK

100 S. State Street 3rd Floor, Boise, Idaho 83721

1-800-368-8888

HUNT DAY

2445 Ardenway Drive, St. 200
Boise, Idaho 83725
PH: 801-684-4724
CF: Thomas@huntday.co



MAVERIK, INC.

MAVERIK C-STORE

15280 GREEN ROAD
CALDWELL, ID 83607

LOCATED IN THE NORTH HALF OF SECTION 16 & SOUTH HALF OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN

ISSUANCE

NO.	DESCRIPTION	DATE
1	ISSUED FOR CONSTRUCTION	11/22/2011
2	REVISED	02/12/2012
3	REVISED	03/26/2013
4	REVISED	03/26/2013
5	REVISED	03/26/2013

DRAWING ISSUE

ISSUED FOR CONSTRUCTION 02/12/2012

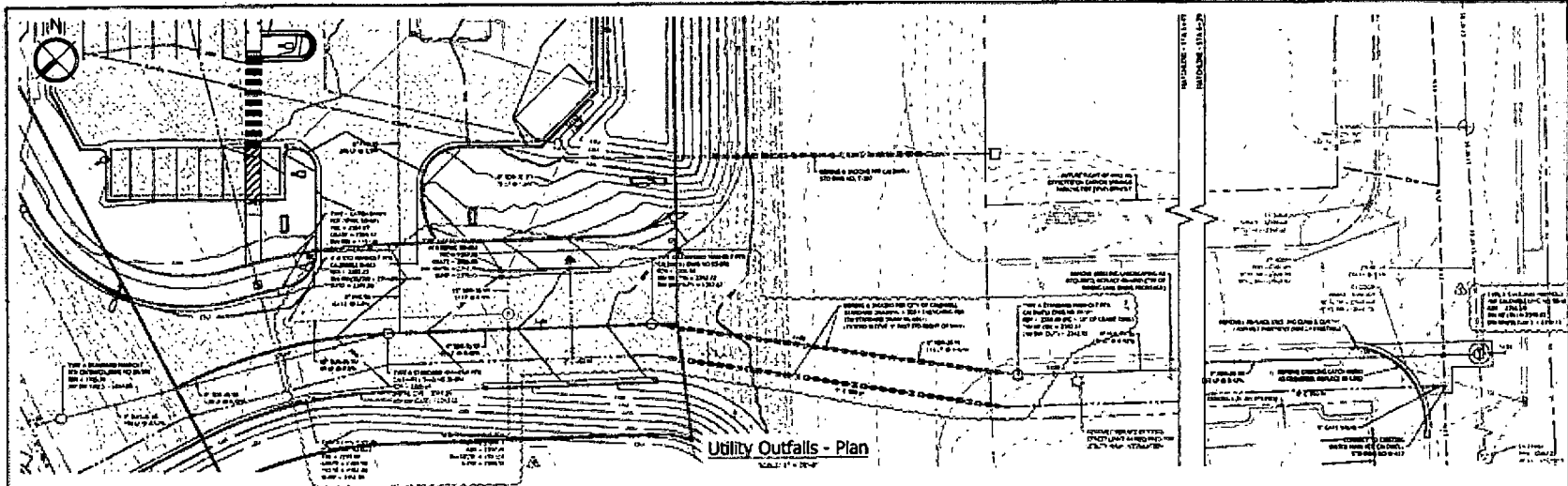
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SHEET NAME

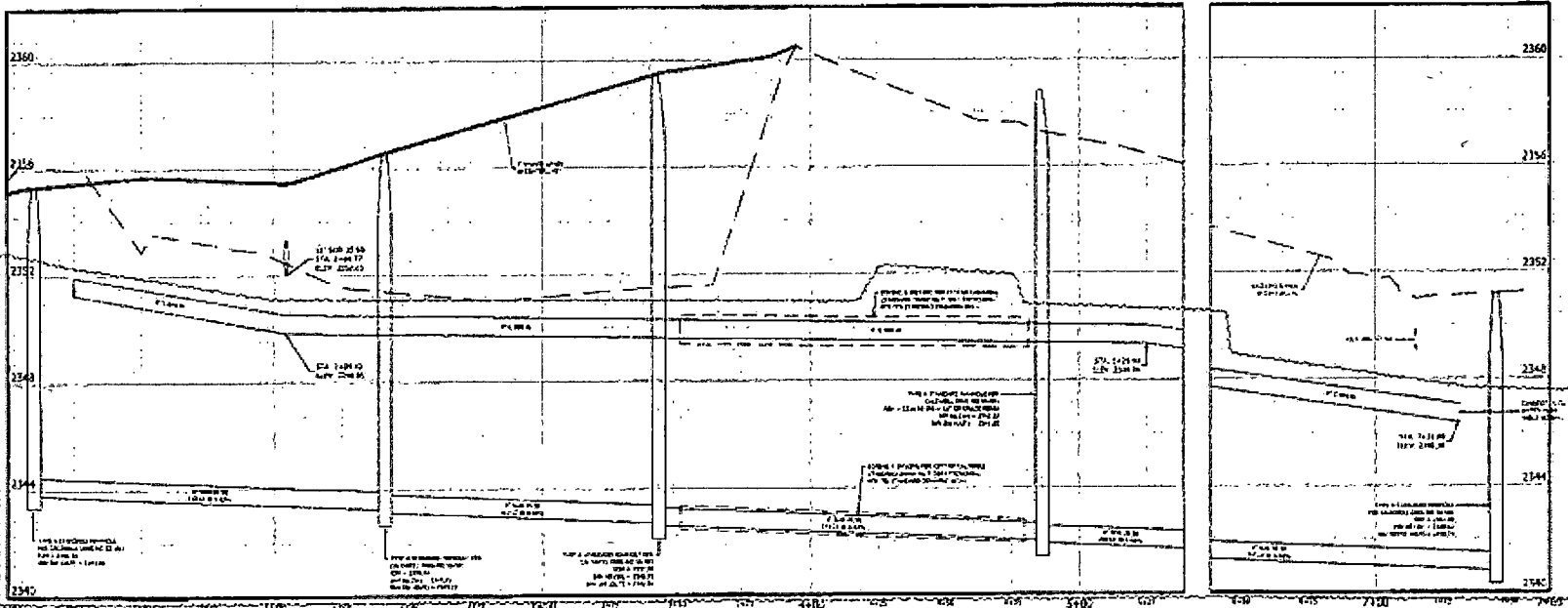
SITE UTILITY JURISDICTIONAL DETAILS - 1

SHEET NUMBER

C4.91



Utility Outfalls - Plan



Profile View
 HORIZONTAL SCALE: 1" = 20' H
 VERTICAL SCALE: 1" = 4' V



HUNT DAY
 2445 Rainbow Drive, St. Paul
 55106-1378
 Tel: 651-836-4324
 Fax: 651-836-4324



MAVERIK, INC.
MAVERIK C-STORE
 15280 GREEN ROAD
 CALDWELL, ID 83607
 LOCATED IN THE NORTH HALF OF SECTION 16 & SOUTH HALF OF
 SECTION 9, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN

NO.	DESCRIPTION	DATE
1	ISSUANCE	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

**UTILITY OUTFALLS
 PLAN & PROFILE**

C5.00

1575 S. Main Street, Salt Lake City, Utah 84111
 15280 Green Road, Caldwell, Idaho 83607
 1575 S. Main Street, Salt Lake City, Utah 84111

EXHIBIT D

(URA operating expenses attributable to CNURA)

	Total	CNURA (49%)	Site A (2%)	Central (49%)
Audit	18,600	9114	372	9114
Econ Dev Staff	213,753	104,739	4275	104,739
Admin	154,700	75,803	3094	75,803
Attorney	88,800	43,512	1,776	43,512
ICRMP	3895	1908	79	1908
		235,076		

Regular

Item: 3.a.

Memorandum

To:

Caldwell Urban Renewal Agency

Meeting Date:

June 8, 2026

Item Name:

Action Item: Approve Monthly Cash Reconciliation Reports.

Summary Statement:

Recommended Action:

Budget:

Cost:

GL Account:

Timeline:

Department:

Project Manager:

Attachments:

1. FY2026 Finance Report
2. FY2026 Overview Report

The Urban Renewal Agency of The City of Caldwell

BANK RECONCILIATION

Banner Bank

#50111/#24115

96-10050

Statement Date	Beginning Balance	Tax Deposits	Other Deposits	Withdrawals or Checks	Interest	Fees/Other	Ending Balance
10/31/2025	2,920,964.28	1,130.89		(245,808.34)	2,965.80		2,679,252.63
11/30/2025	2,679,252.63	2,501.49		(38,911.90)	2,235.41		2,645,077.63
12/31/2025	2,645,077.63	11,993.73		(263,655.84)	2,122.06		2,395,537.58
1/31/2026	2,395,537.58	98,989.89		(55,818.39)	1,993.87		2,440,702.95
2/28/2026	2,440,702.95	7,114.44		(38,104.41)	1,774.87		2,411,487.85
3/31/2026	2,411,487.85			(38,104.41)	1,966.61		2,375,350.05
4/30/2026	2,375,350.05	14,079.91	676.00	(64,421.49)	1,888.20		2,327,572.67
5/31/2026	2,327,572.67	71.27		(38,104.41)	1,897.26		2,291,436.79
6/30/2026	2,291,436.79						2,291,436.79
7/31/2026	2,291,436.79						2,291,436.79
8/31/2026	2,291,436.79						2,291,436.79
9/30/2026	2,291,436.79						2,291,436.79
Totals:		135,881.62	676.00	(782,929.19)	16,844.08	-	

Local Government Investment Pool

#2519-22072

96-10398

Transaction Date	Beginning Balance	Interest	Withdrawals/Deposits	Ending Balance
10/31/2025	856,342.50	3,035.59		859,378.09
11/30/2025	859,378.09	3,085.85		862,463.94
12/31/2025	862,463.94	2,915.86		865,379.80
1/31/2026	865,379.80	2,884.20		868,264.00
2/28/2026	868,264.00	2,812.51		871,076.51
3/31/2026	871,076.51	2,536.53		873,613.04
4/30/2026	873,613.04	2,780.19		876,393.23
5/31/2026	876,393.23	2,813.07		879,206.30
6/30/2026	879,206.30			879,206.30
7/31/2026	879,206.30			879,206.30
8/31/2026	879,206.30			879,206.30
9/30/2026	879,206.30			879,206.30
Totals:		22,863.80	-	

Banner Bank	2,291,436.79
LGIP	879,206.30
Total	3,170,643.09
	0.00

Caldwell Urban Renewal Agency Financial Overview FY 2026

Revenue	Budget	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total
NURA Increment	157,200			10,828.94	97,128.58	7,114.44		11,903.00	71.27					127,046.23
EURA Increment		1,130.89	2,501.49	1,164.79	1,590.32			2,176.91						8,564.40
Site A Increment	535				270.99									270.99
MISC. Rev								676.00						676.00
Interest	5,000	2,965.80	2,235.41	2,122.06	1,993.87	1,774.87	1,966.61	1,888.20	1,897.26					16,844.08
LGIP Interest	30,000	3,035.59	3,085.85	2,915.86	2,884.20	2,812.51	2,536.53	2,780.19	2,813.07					22,863.80
	192,735	7,132.28	7,822.75	17,031.65	103,867.96	11,701.82	4,503.14	19,424.30	4,781.60	-	-	-	-	176,265.50

Expense	Budget	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Budget Remaining
Audit	18,600							19,005.00						(405.00)
Econ Development	213,753	17,812.75	17,812.75	17,812.75	17,812.75	17,812.75	17,812.75	17,812.75	17,812.75					71,251.00
Admin Service	154,700	12,891.66	12,891.66	12,891.66	12,891.66	12,891.66	12,891.66	12,891.66	12,891.66					51,566.72
Attorney	88,800		6,800.00	8,000.00	7,400.00	7,400.00	7,400.00	7,400.00	7,400.00					37,000.00
ICRMP	3,895	1,947.50						1,947.50						-
Professional Svcs				11,800.00										(11,800.00)
Irrigation Assessment	500				265.06									234.94
Advertising	200							66.58						133.42
General Operation Supplies	1,000													1,000.00
EURA Special Projects	750,000				17,448.92			5,298.00						727,253.08
NURA Special Projects	100,000													100,000.00
	1,331,448	32,651.91	37,504.41	50,504.41	55,818.39	38,104.41	38,104.41	64,421.49	38,104.41	-	-	-	-	976,234.16

CASH	FY2025	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total
Operating (10063)	2,199,082.71	(29,686.11)	(36,676.49)	(48,382.35)	(33,305.16)	(32,519.09)	(32,327.35)	(52,748.84)	(32,396.70)					1,901,040.62
Surety Bonds-Reserved (21230)	40,791.00													40,791.00
EURA (10063)	0.00	1,130.89	2,501.49	1,164.79	(15,858.60)			(3,121.09)						(14,182.52)
NURA (10050)	254,782.71			10,828.94	94,058.14	3,303.99	(3,810.45)	8,092.55	(3,739.18)					363,516.70
Site A	-				270.99									270.99
LGIP (10398)	856,342.50	3,035.59	3,085.85	2,915.86	2,884.20	2,812.51	2,536.53	2,780.19	2,813.07					879,206.30
	3,350,998.92	(25,519.63)	(31,089.15)	(33,472.76)	48,049.57	(26,402.59)	(33,601.27)	(44,997.19)	(33,322.81)	-	-	-	-	3,170,643.09

Regular

Item: 4.a.

Memorandum

To:

Caldwell Urban Renewal Agency

Meeting Date:

June 8, 2026

Item Name:

Activity Report - May 2026

Summary Statement:

Recommended Action:

Budget:

Cost:

GL Account:

Timeline:

Department:

Project Manager:

Attachments:

1. URA Economic Development Report for May 2026

Economic Development Report
Business, Retention, and Expansion
Report for May 2026

Downtown

- **Downtown bridge construction and overlay is complete!**
- **We wrote a report debriefing ways to improve for future similar projects**
- **Some businesses have mentioned they feel parking is impacting them more than the Kimball bridge project at this time.**
- **One business owner brought up a good prospective: The Kimball bridge project is forcing more traffic to Main and other streets and are helping get some exposure to other businesses.**

Industrial/Commercial

- **Got to visit with a Timber product company who has 100 employees and recently expanded and are already running out of space. They ship their products all over the country.**
- **I met with a windshield company who moved off the boulevard a little while back, but the space they left is already being filled with a retail store.**

Prospecting

- **I have been diving into placer ai, a tool we use to understand our demographics better and is where we get things like our leakage report from.**
 - **They have a Psychographics report I'd like to share**
- **I was able to get some stats from the Department of Labor I'd like to share**
 - **Top industries by employees and by total number of establishments of their type.**

URA CURRENT PROJECT LIST AS OF 5.31.26

URA Projects - Other Taxing Districts					
	Amount Budgeted	Cost to Date	Remaining	Status	
1	Ustick Road Widening Participation (Canyon Hwy Dist #4 Increment Project)	2,683,149	2,683,149	0	Complete
2	Indiana: Ustick to Caldwell High School (Caldwell School District Increment Project) (~7	2,217,330	2,217,330	0	Complete
3	Canyon Hill to Sacajawea (Caldwell School District Increment Project) - HAWK	318,847	318,847	0	Complete
4	County Fairgrounds (Canyon County Increment Project) / Fair Expo Site Imprv	2,477,811	2,259,561	218,250	Almost Complete
URA Projects - City of Caldwell					
	Amount Budgeted		Remaining		
5	Luby Park: Pickelball Construction / Rehab	787,569	787,569	0	Complete
6	Parking (Wildman lot across from Bldg. 621) - improvements/602 Cleveland	54,902	54,902	0	URA Portion Complete
7	Demo and cleanup/516 Main&510 Arthur	125,000	84,486	40,514	Almost Complete
8	Plaza Extension Festive Street (Arthur)- downtown - Arthur St from 5th to 6th	49,016	49,016	0	URA Portion Complete
9	Hotel Site Improvements - deChase	3,270,951	3,270,950	0	Complete
10	213-215-217 Kimball - Norman Complex	487,297	487,297	0	Complete
11	Ustick Bridge Eastside Extension / I-84 to Middleton (60% URA)	91,847	91,847	0	URA Portion Complete
12	Ustick Road Widening	9,673,069	9,673,069	0	Complete
13	21st Avenue Parking Lot	2,753,664	2,753,664	0	Complete
14	Paving — Centennial Boulevard median	426,822	426,822	0	Complete
15	Frontage Improvements - Franklin Road (Blue Bird Car Wash)	129,653	129,653	0	Complete
16	Compactor Relocation / 812 Main Street	197,218	197,218	0	Complete
17	Parking — Wolfe Field	94,862	94,862	0	Complete
18	Vineyard Public Space - Kimball and 9th Street Alley	532,710	57,788	474,922	In-Progress
19	Alley Improvements	550,000	357,166	192,835	In-Progress
20	Florida & Ustick Roundabout (~70% of project cost only)	1,841,768	1,841,768	0	Complete
21	6th Avenue Pedestrian Bridge Upgrades	42,547	42,547	0	Complete
22	Luby Park: Irrigation System	225,506	225,506	0	Complete
23	TVCC Remodel	34,000	34,000	0	Complete
24	Underground Power (Alley)	250,000	250,000	0	Complete
26	Downtown Signage - Wayfinding	245,000	187,704	57,296	Almost Complete
27	Wolfe Field - Hitting Facility	200,000	200,000	0	Complete
28	Foundation - Rice House	312,598	312,598	0	Complete
		30,073,135	29,089,321	983,815	