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**MIDDLETON CITY PLANNING AND ZONING  
COMMISSION MINUTES  
JANUARY 8, 2024**

**Pledge of Allegiance, Roll Call & Call to Order:** The January 8, 2024, Planning and Zoning Commission Meeting was called to order by Chairmen Summers at 5:30 p.m. Commissioners Summers, Crofts, Tremble, Watkins, and Sparrow were present. Planning & Zoning Official Ms. Stewart, Planning Deputy Clerk Ms. Day were also present.

**Action Items:**

- 1. Consent Agenda (items of routine administrative business)**
  - a. Consider approving minutes for January 8, 2024, regular meeting.**

**Motion:** Motion by Commissioner Watkins to approve the consent agenda item 1a. Motion seconded by Commissioner Sparrow and approved unanimously.

- 2. Nominate a Planning & Zoning Commissioner to replace Mark Christianson as Vice Chairmen for the P & Z Commission.**

Brief discussion on nomination. Commissioner Watkins and Commissioner Sparrow both acknowledged interest. Chairmen Summers called for a Roll Call Vote.

**Roll Call:** For vote of Commissioner Watkins. Commissioner Crofts – Yes, Commissioner Tremble – Yes, Commissioner Watkins – Yes, Commissioner Summers – Yes, Commissioner Sparrow – Yes. Approved nomination unanimously.

- 3. Public Hearing: Applications by Greg Payne, Todd Meyers, GP3 Hartley LLC, and Alan Mills for annexation/rezone and development agreement with respect to vacant parcels that equal 14.73 acres and are located at 0 Hwy 44, Middleton, Idaho (Tax Parcel Nos. R34772011 & R34772000). Applicants are requesting a zone change from County "Agricultural" and C-1 (Neighborhood Commercial) to City C-3 (Heavy Commercial).**

Ms. Stewart presented PowerPoint presentation of the Staff Report. (Exhibit A)

Chairmen Summers opened the public hearing at 6:01 p.m.

Discussion among Commissioners and Ms. Stewart.

Applicant Todd Meyers presented presentation.

Chairmen Summers opened public testimony at 6:08 p.m.

*Allen Mills: Testified*

*Mike Greafe*

*Todd Larson: Testified*

*David Luiz: Testified*

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*Janet Gibson: Testified*

Applicant and Ms. Stewart address questions of public testimony.

Chairmen Summers closed public testimony at 6:29 p.m.

Brief Discussion between Commissioners

**Motion:** Motion by Commissioner Watkins to recommend approval of Greg Payne, Todd Meyers, GP3 Hartley LLC, and Alan Mills for annexation/rezone and development agreements with respect to vacant parcels the 14.73 acres and are located at 0 Hwy 44, Middleton Idaho (Tax Parcel Nos. R34772011 & R34772000) and subject to conditions of approval set forth in the Staff Report for the hearing. Motion seconded by Commissioner Tremble and approved by Commissioners Summers, Croft, Tremble, and Watkins. Commissioner Sparrow declined to vote.

**4. Consider approving the Design Review application for the proposed Maverik Convenience Store and Fueling Station to be located at the southwest corners of the intersection at Hartley Lane & Hwy 44 (Tax Parcel No. R347720 – 0 Hwy 44).**

Ms. Stewart presented PowerPoint presentation of Design Review Staff Report. (Exhibit B)

Commissioners asked Ms. Stewart questions and had a brief discussion on the application.

Applicant Todd Meyers presented the application.

Brief discussion among Commissioners, Ms. Stewart and Mr. Meyers

**Motion:** Motion by Commissioner Sparrow to recommend approval of the Design Review application for the proposed Maverik Convenience Store and Fueling Station to be located at the southwest intersection of Hartley Land & Hwy 44 (Tax Parcel No. R347720 – 0 Hwy 44) subject to the conditions of approval set forth in the Staff presentation for the hearing. Motion seconded by Commissioner Watkins and approved unanimously.

Chairmen Summers called for a break at 7:07 p.m.

Returned at 7:15 p.m.

**Public Comments**

Chairmen Summers opened public comment at 7:15 p.m.

*Mike Graefe: Testified (copy attached)*

**Commission and Staff Comments**

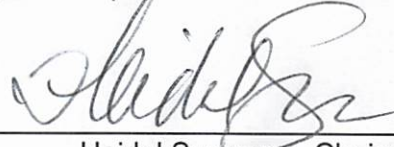
Commissioners had a brief discussion with Ms. Stewarts about DA's.

Deputy Clerk Ms. Day notified Commissioners that there is an agenda posted for the ITD meeting for January 11<sup>th</sup>.

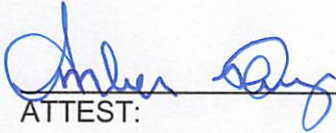


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**Adjourn:** Chairman Summers adjourned the meeting at 7:41 p.m.



Heidal Summers, Chairwomen



ATTEST:

Deputy Clerk, Planning

Approved: February 12, 2024

# Exhibit “A”





## Vicinity / Project / Applications

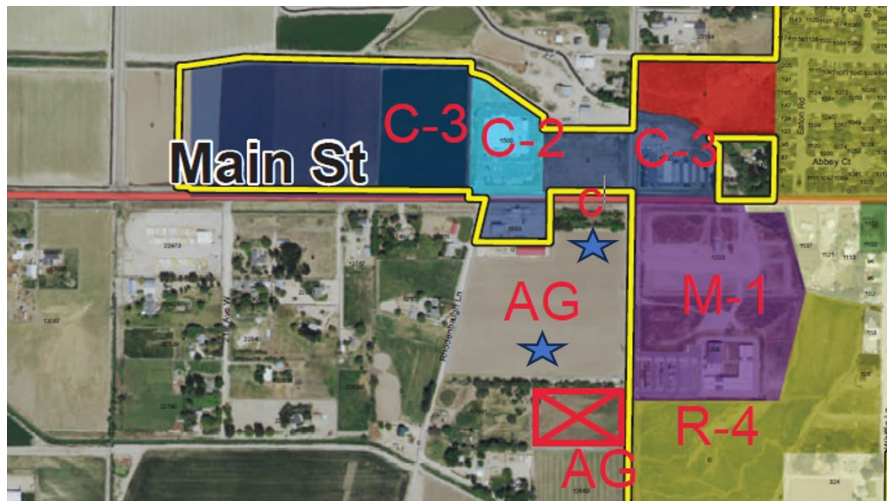


The proposed project parcels are located at the southwest corner of the Hartley Lane & Hwy 44 intersection (tax parcel nos. R34772000 and R34772011 – 0 Hwy 44). The project parcels are vacant land totaling 14.73 acres. One parcel is approximately 2.75 acres and the other is approximately 12 acres. Applicants are requesting that City annex in the parcels and rezone them to C-3 (Heavy Commercial). Applicants are proposing the construction of a Maverik fueling station and convenience store on the 2.75 acre parcel (R347720). There is currently no project proposed for the 12 acre parcel.

Applicants' applications include (1) annexation/rezone and (2) Development Agreement.

## Current Zoning and Land Use

The property is currently vacant land in Canyon County zoned “Agricultural” and C-1 (Neighborhood Commercial). The property is contiguous to Middleton City limits, making it eligible for annexation. It is flanked by property in City limits zoned C-3 to the north and east. County land zoned Agricultural is located to the south, and to the east is property within City limits zoned M-1 (light industrial).



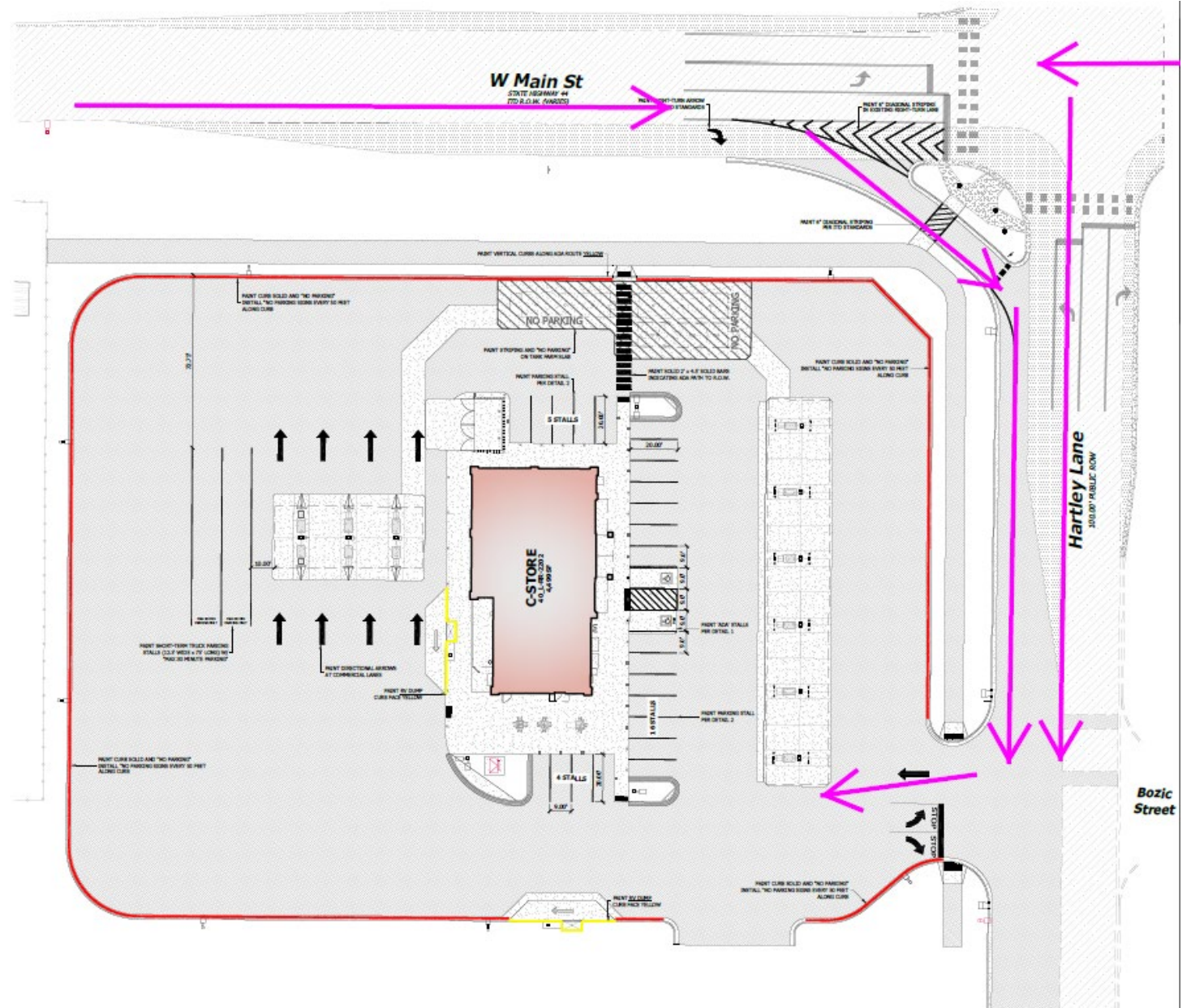
## City Services:

Water and sewer are already located in Hartley Lane immediately adjacent to the project site.





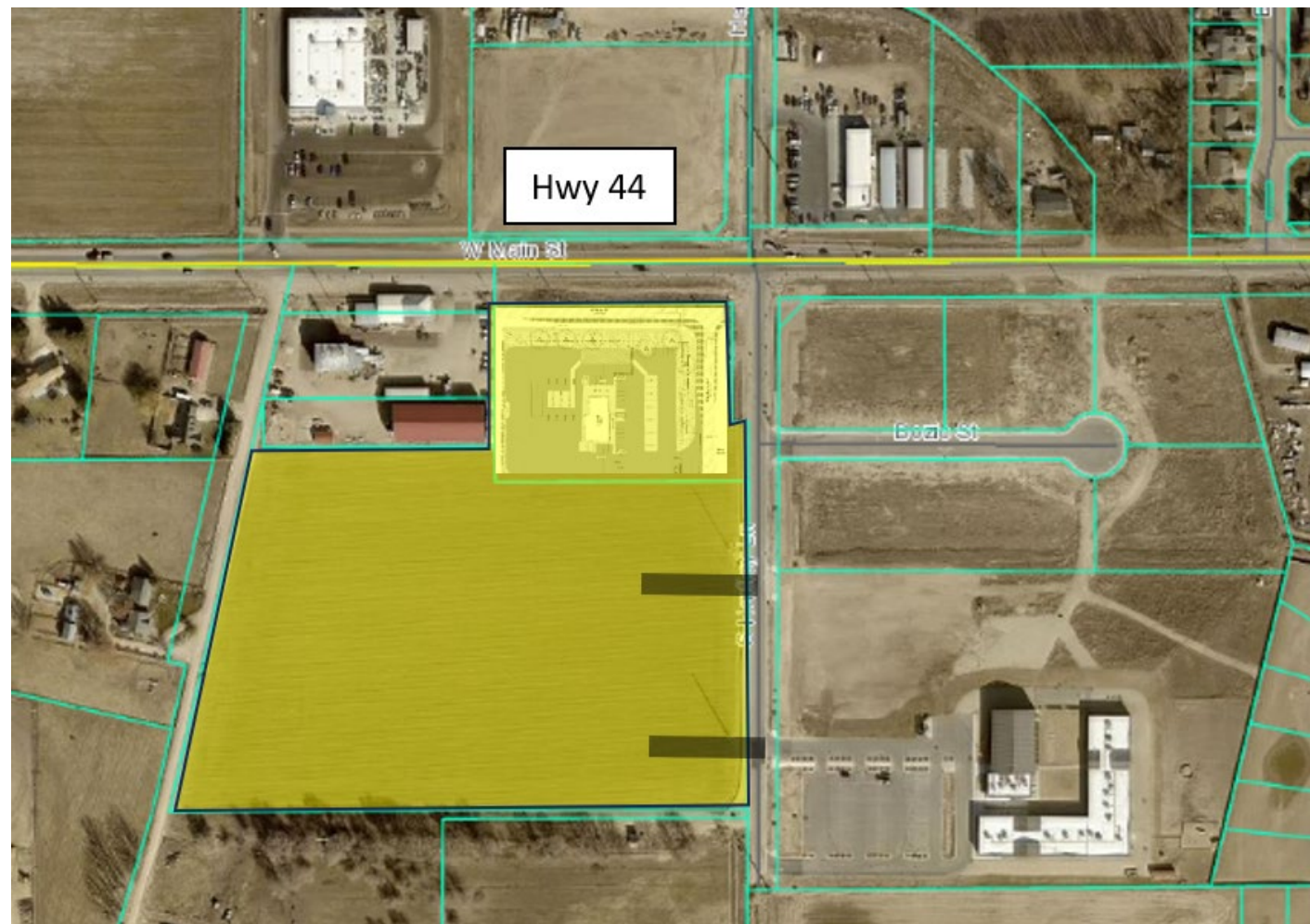
**Traffic, Access & Streets:** The primary access for the 2.75 acre Maverik parcel is directly off of Hartley Lane. There will not be direct access from Hwy 44.







The 12-acre parcel will have two accesses off of Hartley Lane, and they should be generally lined up with the Sage International School accesses to the east to avoid any traffic conflicts.

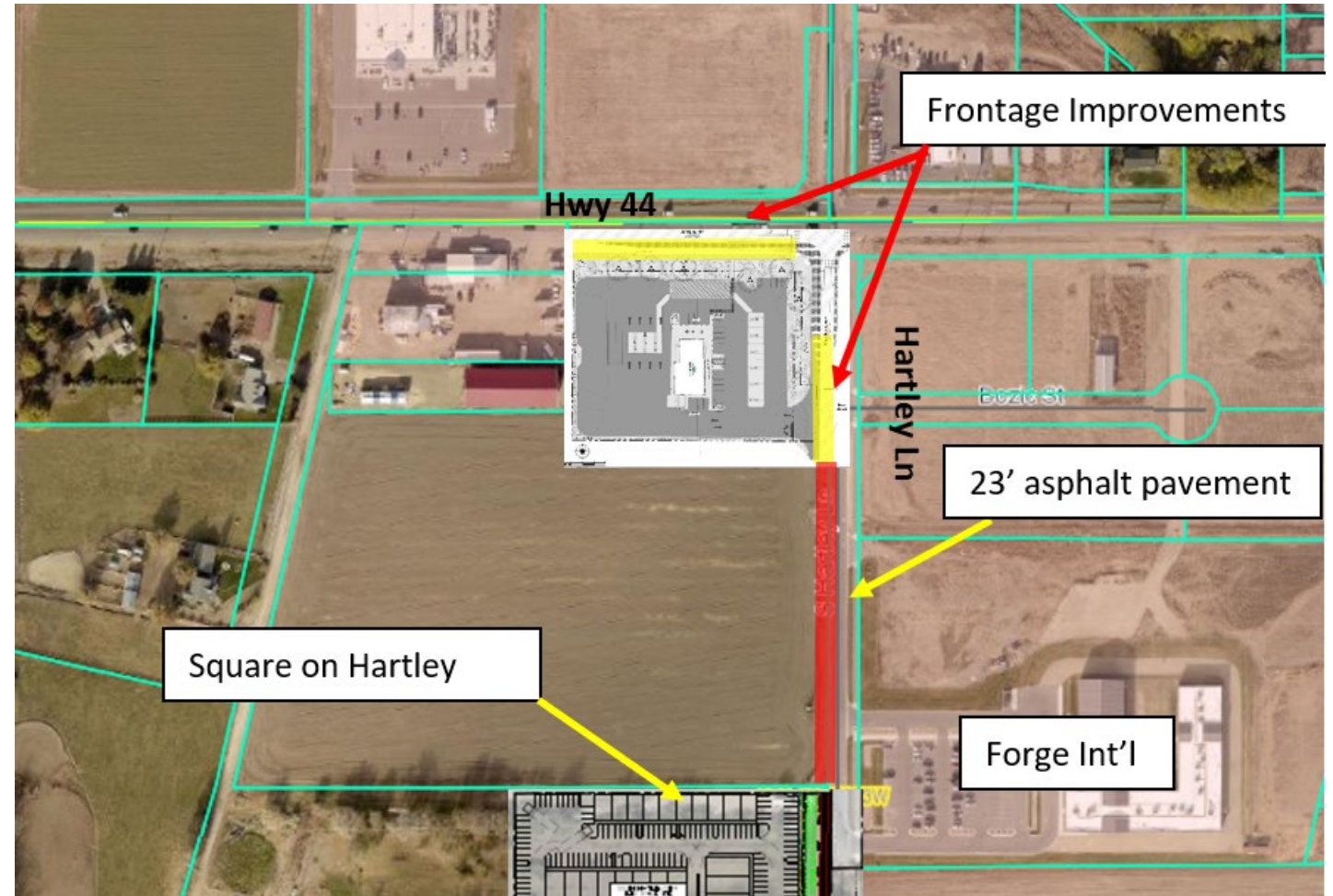




The Developer of the Maverik parcel will complete all frontage improvements along Hwy 44 and Hartley Lane adjacent to the property. (shown in yellow).

The Maverik Developer has also agreed to install approximately 23' of asphalt on Hartley Lane the length of the 12 acre parcel to the south. (See area highlighted in red.) This will ensure that the Hartley travel lanes can accommodate the increased traffic in the area.

When the 12 acre parcel is developed some time in the future, then the road frontage improvements will be completed in their entirety. Proper shoulder, curb/gutter, stormdrain, and sidewalk will be added at that time.



The Maverik Developer and Developer of the 12 acre parcel will be required to provide recorded cross-access easement to provide drive aisle connectivity and good circulation for commercial traffic.



**Police / Fire Protection:** Middleton City Police will serve and protect the project site. The project is surrounded by property already within City limits, so police are already patrolling the area. The site is already in the Middleton Rural Fire District, so annexation will not change that status in any way.





# Annexation

**Annexation and Rezone:** Applicants are requesting that the 2.75 Maverik parcel and 12 acre parcel be annexed into the City of Middleton with a zone change from County Agricultural & C-1 to Middleton City C-3 (Heavy Commercial). Convenience Store/Gas Station is an allowed use in the C-3 Zone.

There are two findings that must be made before Annexation can be approved: (1) the property must be contiguous to City limits and (2) City services such as sewer, water, police/fire and roadway system can be expanded to serve the site in an orderly, efficient, and economical manner. (Idaho Code 50-222.)

An application for rezone requires two findings before the Commission can recommend approval: (1) the rezone will not adversely affect the City's delivery of services and (2) the rezone request is not in conflict with the Comprehensive Plan. (Idaho Code 67-6511)

## *FINDINGS:*

*With respect to annexation, Planning Staff finds that Applicant's project meets the criteria of contiguity. The project parcel is adjacent to City limits. Sewer and water are immediately adjacent to the site and can be easily extended to serve the project. As to roadway, the DAs require that the roadway system be developed in an orderly manner to serve the site. Fire & Police are also in a good position to serve the site.*

*As to the rezone application, Planning Staff finds that the rezone will not adversely affect the City's ability to deliver services as already noted above. As will be shown below in the section regarding the Comprehensive Plan, Staff finds that the project is also consistent with the Comprehensive Plan Maps and the goals and strategies set forth in the City's Comp Plan.*



# Development Agreement

**Development Agreement:** Although this is a single annexation application, there are separate Development Agreements (“DA”) for each of the two parcels. The DA for the 2.75 acre Maverik parcel has the following conditions of development:

1. Developer will develop the project site generally consistent with the Maverik site plan attached to the DA. (Sec. 3.1)
2. Developer shall construct all Hwy 44 frontage improvements as required by ITD and City. (Sec. 3.2 and 3.4)
3. Developer shall construct all ½ road frontage improvements on Hartley Lane the length of the project parcel and construct a 23’ wide strip of pavement and borrow ditch the length of the 12 acre parcel to the south. (Sec 3.3 and 3.5)
4. City shall provide Developer with one access off of Hartley Lane, and Developer shall create a cross-access easement to the south to help with circulation. (Sec. 3.6)
5. Developer to provide a 10’ wide asphalt pathway along Hwy 44 and 8’ wide pathway on the eastern boundary of the project parcel. A 12’ wide public access easement shall overlay the 10’ asphalt pathway.(Sec. 3.7)
6. Developer to provide public utility easements along the perimeter boundaries. (Sec. 3.8)
7. Developer to provide 2 public RV dump stations. Developer to pay all connection fees, but City will not charge Developer a fee for monthly sewer service. (Sec. 3.9)
8. City to waive Mid-Star Transportation fees and Pro-Rata Traffic Fees in consideration of the additional improvements Developer is required to make to the Hartley Lane & Hwy 44 intersection. (Sec. 3.11)
9. City may terminate the DA if the convenience store/gas station is not constructed within three years of annexation. This time period can be extended one year upon written request. If terminated, the parcel shall remain C-3 zoning. (Sec. 3.12)
10. Although the annexation of the two lots is intertwined, the DAs are not intertwined except with respect to the provisions regarding asphalt installation along the 12’ acre parcel. Any default by one party to their respective DA will not have any effect on the other DA and parties thereto.



# Development Agreement

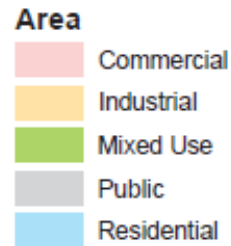
**Development Agreement:** The DA for the 12 acre parcel to the south contains the following provisions:

1. Owner of the 12 acre parcel can continue to farm the 12 acre parcel as a non-conforming use in the C-3 zone. (Sec. 3.1)
2. Owner may, at any time, seek to develop the parcel in compliance with the City's code for the C-3 zone at the time of development. (Sec. 3.2)
3. Owner shall allow Maverik to install a 23' wide asphalt travel lane along the eastern boundary of the 12 acre parcel, including borrow ditch and shoulder. Owner to dedicate the improvements to the City at no cost to taxpayers. Such improvements must be completed before Maverik will get a certificate of occupancy for its convenience store/fueling station. (Sec. 3.3)
4. When Owner chooses to develop the 12 acre parcel, Owner shall construct the missing portions of the Hartley Lane frontage. (Sec. 3.4)
5. At the time of development, City will provide Owner with 2 accesses off of Hartley that generally line up with the accesses for Sage International School. Owner shall provide drive aisles to the north, west and south to create connectivity to future development.
6. Maverik's traffic study does not apply to the 12 acre parcel. City may require Owner to complete a separate traffic study at the time of a proposed development. (Sec. 3.6)
7. The combined annexation does not make the DAs intertwined. Therefore, any default by one party does not affect the other DA and parties thereto. (Sec. 3.7)
8. Owner is entitled to signs on the Maverik parcel and on the 12 acre parcel to the south. The signs will be subject to Design Review found in MCC 1-15-8.



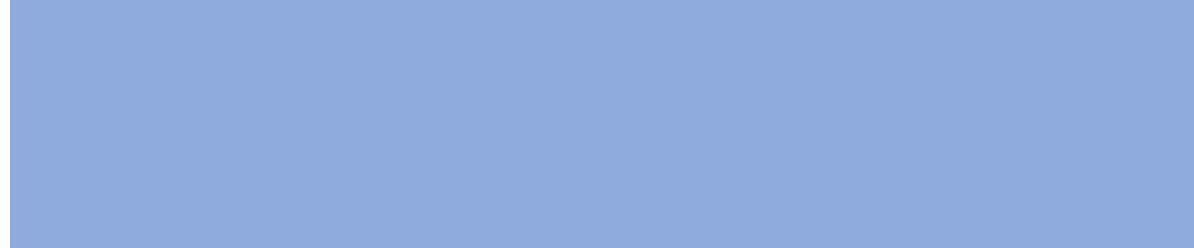


**Comprehensive Plan & Land Use Map:** Applicant's project complies with the Comprehensive Plan's Future Land Use Map because the area where the project is proposed is shown as commercial on the FLUM.



Developer's project also complies with the following *Goals, Objectives, and Strategies* of the *2019 Middleton Comprehensive Plan*:

- A. *Goal 1:* to be proactive in delivering city services to properties reasonably expected to be annexed in the future.
- B. *Goal 4:* Promote commercial development near State Hwy 44.
- C. *Goal 6:* Water, sewer, and adjacent road systems will be expanded in an orderly manner consistent with population growth.
- D. *Goal 7:* commercial development will provide employment opportunities to residents so they can remain in the City for employment.
- E. *Goal 8:* new commercial development will not detract from existing businesses.



**Comments Received from Surrounding Landowners:** None.

**Comments from Agencies:** None.

**Application Information:** Todd Meyers of Maverik, Greg Payne, GP3 Hartley and Alan Mills. Application was accepted on 7/5/2023.

**Notices & Neighborhood Meeting:**

**Dates:**

Newspaper Notification	12/23/2023
Radius notice to adjacent landowners	12/21/2023
Circulation to Agencies	12/21/2023
Sign Posting property	12/21/2023
Neighborhood Meeting	6/1/2023 & 11/21/2023

**Applicable Codes and Standards:**

Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, Middleton City Code 1-14, 1-16, 5-1, 5-2, 5-3, and 5-4, and Idaho Code Title 67, Chapter 65 & Title 50, Chapters 2.

## Conclusions and Recommended Conditions of Approval:

The Planning & Zoning Commission is tasked with making recommendations to City Council to either deny or approve the Developer's applications for annexation/rezone and development agreement.

Per State law and the Middleton City Code, any final order or recommendation must be based upon findings of facts and conclusions of law.

**As to Findings of Facts**, Planning Staff has set forth findings of facts above in parentheses.

**As to Conclusions of Law**, Planning Staff finds that the Planning & Zoning Commission has the authority to hear these applications and to recommend approval or denial of the applications. Additionally, Planning Staff notes that all public notice requirements were met. Planning Staff further set forth the portions of the Idaho State Code and Middleton City Code to be considered in making a recommendation on the applications.





If the Commission is inclined to recommend approval of the applications, then Planning Staff recommends that any approval be subject to the following conditions:

1. City municipal domestic water, fire flow and sanitary sewer services are to be extended to serve the project site.
2. Developer and Owner to comply with all terms of the Development Agreements approved for the project.
3. Owner of the 12 acre southern parcel shall be required to pay all pro-rata share traffic fees as required by MCC 5-4-3 prior to the issuance of any development permit.
4. All City Planner and Engineering review comments for the Maverik Design Review site plan are to be completed and approved.
5. All City Planner, Engineering and Building Department comments for the Maverik building permit plan set are to be completed and approved.
6. All requirements of the Middleton Rural Fire District and Canyon County Water Company are to be completed and approved.
7. Sewer and water capacity to be reserved at the time City approves the construction drawings for the project.

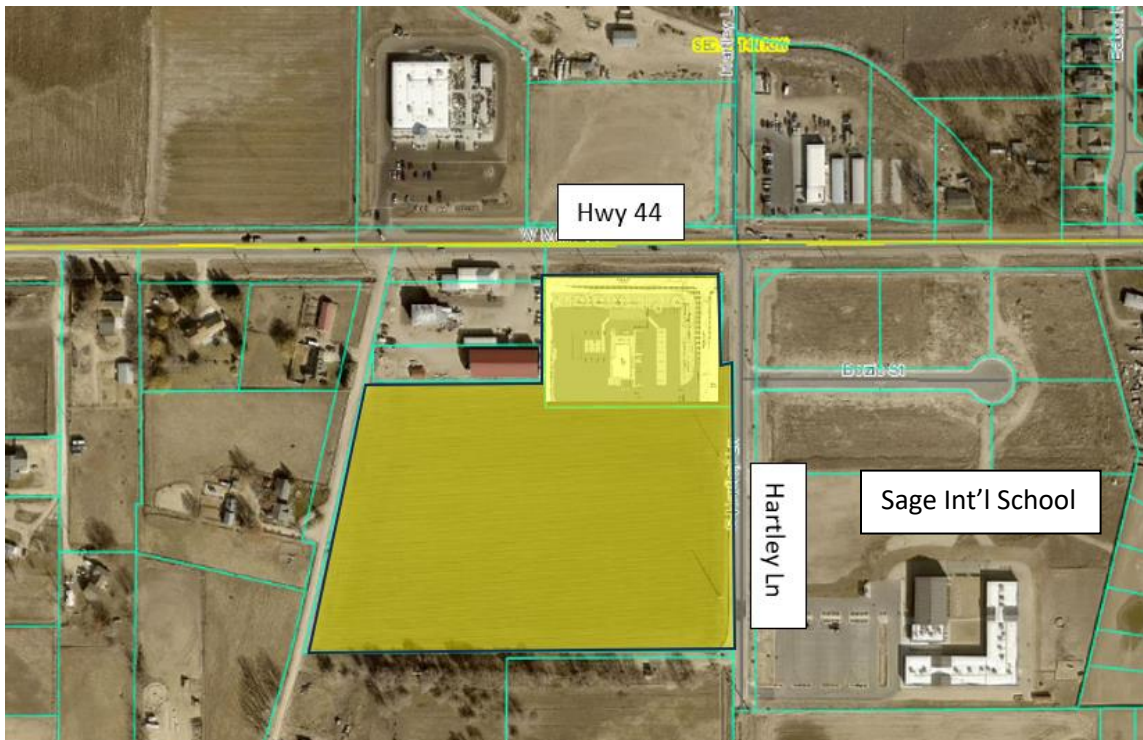
Finally, if the Commission recommends denial of the applications, then the Commission should state what the applicant could do, if anything, to obtain approval. (Middleton City Code 1-14(E)(8)).





## STAFF REVIEW AND REPORT Middleton Planning and Zoning Commission

### Maverik/Payne Annexation/Rezone & Development Agreement

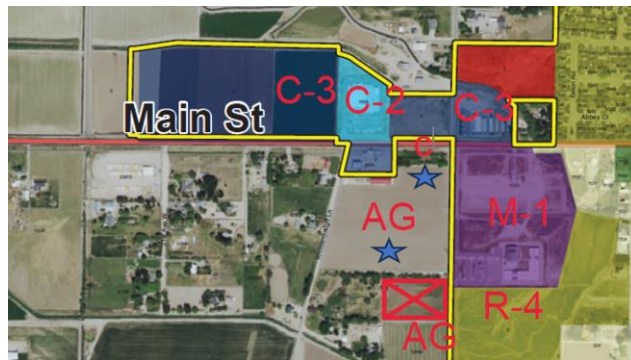


- A. **Planning & Zoning Commission Hearing Date:** January 8, 2024.
- B. **Project Description and Applications:** The proposed project parcels are located at the southwest corner of the Hartley Lane & Hwy 44 intersection (tax parcel nos. R34772000 and R34772011 – 0 Hwy 44). The project parcels are vacant land totaling 14.73 acres. One parcel is approximately 2.75 acres and the other is approximately 12 acres. Applicants are requesting that City annex in the parcels and rezone them to C-3 (Heavy Commercial). Applicants are proposing the construction of a Maverik fueling

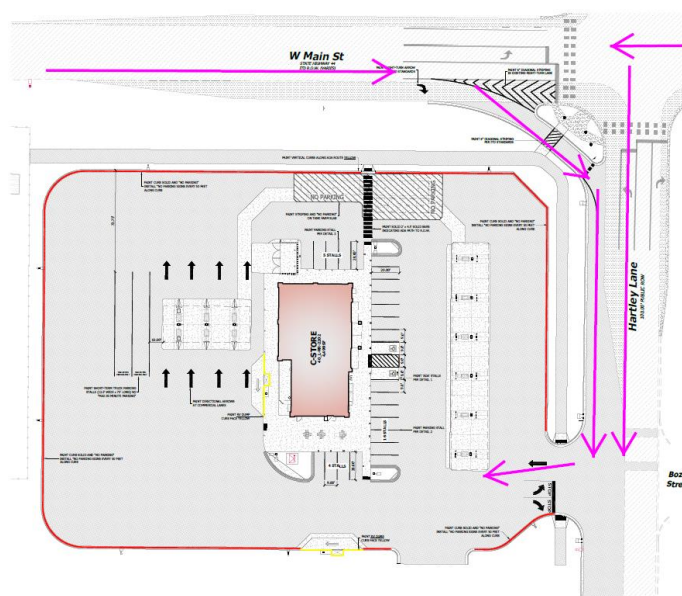
station and convenience store on the 2.75 acre parcel (R347720). There is currently no project proposed for the 12 acre parcel.

Applicants' applications include (1) annexation/rezone and (2) Development Agreement.

- C. Current Zoning and Land Use:** The property is currently vacant land in Canyon County zoned "Agricultural" and C-1 (Neighborhood Commercial). The property is contiguous to Middleton City limits, making it eligible for annexation. It is flanked by property in City limits zoned C-3 to the north and east. County land zoned Agricultural is located to the south, and to the east is property within City limits zoned M-1 (light industrial).

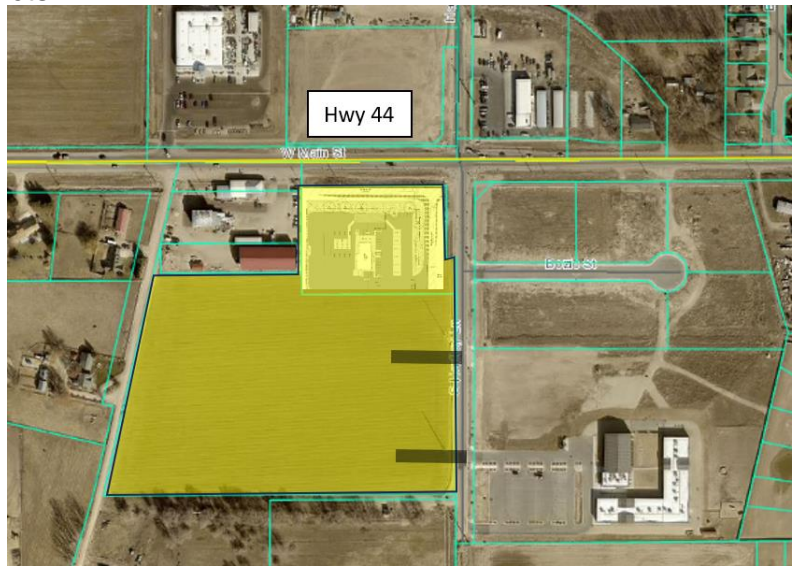


- D. City Services:** Water and sewer are already located in Hartley Lane immediately adjacent to the project site.
- E. Traffic, Access & Streets:** The primary access for the 2.75 acre Maverik parcel is directly off of Hartley Lane. There will not be direct access from Hwy 44.

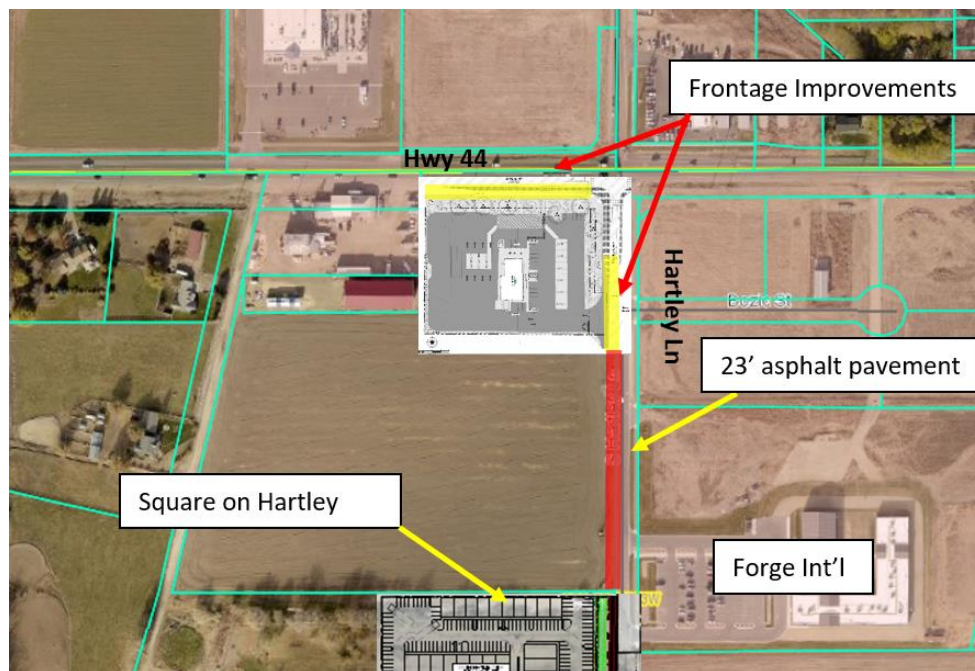




The 12-acre parcel will have two accesses off of Hartley Lane, and they should be generally lined up with the Sage International School accesses to the east to avoid any traffic conflicts.



The Developer of the Maverik parcel will complete all frontage improvements required by ITD along Hwy 44/Main Street immediately adjacent to the 2.75 acre Parcel. Developer will also construct the remaining half-road improvements on the portions of Hartley Lane adjacent to the project parcel. (See below in yellow highlight.) Pursuant to the Development Agreement, Maverik Developer has also agreed to install approximately 23' of asphalt on Hartley Lane the length of the 12 acre parcel to the south. (See area highlighted in red.)



This off-site improvement is an accelerated improvement because there are no current development plans for the 12 acre parcel. However, because Hartley Lane will shortly become busier as a result of the new Sage International High School and "Square on Hartley" commercial subdivision, safety constraints mandate that the Hartley roadway be fully expanded to accommodate the increased activity. It will ensure the Hartley travel lanes do not weave in and out or leave confusing gaps.

When the 12 acre parcel is developed some time in the future, then the road frontage improvements will be completed in their entirety. Proper shoulder, curb/gutter, stormdrain, and sidewalk will be added.

Finally, the Maverik Developer will also be required to record a cross-access easement to create a public drive aisle that will connect to the 12-acre parcel to the south. This helps with circulation and access between the parcels.

- F. Police / Fire Protection:** Middleton City Police will serve and protect the project site. The project is surrounded by property already within City limits, so police are already patrolling the area. The site is already in the Middleton Rural Fire District, so annexation will not change that status in any way.
- G. Annexation and Rezone:** Applicant is requesting that the 2.75 Maverik parcel and 12 acre parcel be annexed into the City of Middleton with a zone change from County Agricultural & C-1 to Middleton City C-3 (Heavy Commercial). Convenience Store/Gas Station is an allowed use in the C-3 Zone.

There are two findings that must be made before Annexation can be approved: (1) the property must be contiguous to City limits and (2) City services such as sewer, water, police/fire and roadway system can be expanded to serve the site in an orderly, efficient, and economical manner. (Idaho Code 50-222.)

An application for rezone requires two findings before the Commission can recommend approval: (1) the rezone will not adversely affect the City's delivery of services and (2) the rezone request is not in conflict with the Comprehensive Plan. (Idaho Code 67-6511)

#### **FINDINGS:**

*With respect to annexation, Planning Staff finds that Applicant's project meets the criteria of contiguity. The project parcel is adjacent to City limits. Sewer and water are immediately adjacent to the site and can be easily extended to serve the project. As to roadway, the DAs require that the roadway system be developed in an orderly manner to serve the site. Fire & Police are also in a good position to serve the site.*

*As to the rezone application, Planning Staff finds that the rezone will not adversely affect the City's ability to deliver services as already noted above. As will be shown*

*below in the section regarding the Comprehensive Plan, Staff finds that the project is also consistent with the Comprehensive Plan Maps and the goals and strategies set forth in the City's Comp Plan.*

**H. Development Agreement:** Although this is a single annexation application, there are separate Development Agreements ("DA") for each of the two parcels. Attached as Exhibit "A" is the proposed DA for the Maverik 2.75 acre parcel. The Developer has used the City's DA form, and only Article III regarding conditions of development has been altered to add the following conditions:

1. Developer will develop the project site generally consistent with the site plan attached to the DA. (Sec. 3.1)
2. Developer shall construct all Hwy 44 frontage improvements as required by ITD and City. (Sec. 3.2 and 3.4)
3. Developer shall construct all ½ road frontage improvements on Hartley Lane the length of the project parcel and construct a 23' wide strip of pavement and borrow ditch the length of the 12 acre parcel to the south. (Sec 3.3 and 3.5)
4. City shall provide Developer with one access off of Hartley Lane, and Developer shall create a cross-access easement to the south to help with circulation. (Sec. 3.6)
5. Developer to provide a 10' wide asphalt pathway along Hwy 44 and 8' wide pathway on the eastern boundary of the project parcel. A 12' wide public access easement shall overlay the 10' asphalt pathway.(Sec. 3.7)
6. Developer to provide public utility easements along the perimeter boundaries. (Sec. 3.8)
7. Developer to provide 2 public RV dump stations. Developer to pay all connection fees, but City will not charge Developer a fee for monthly sewer service. (Sec. 3.9)
8. City to waive Mid-Star Transportation fees and Pro-Rata Traffic Fees in consideration of the additional improvements Developer is required to make to the Hartley Lane & Hwy 44 intersection. (Sec. 3.11)
9. City may terminate the DA if the convenience store/gas station is not constructed within three years of annexation. This time period can be extended one year upon written request. If terminated, the parcel shall remain C-3 zoning. (Sec. 3.12)
10. Although the annexation of the two lots is intertwined, the DAs are not intertwined except with respect to provisions regarding asphalt installation along the 12' acre parcel. Any default by one party to their respective DA will not have any effect on the other DA and parties thereto.

[A full copy of the proposed Development Agreement is attached to this Staff Report as Exhibit "A".]



The DA for the 12 acre parcel to the south contains the following provisions:

1. Owner of the 12 acre parcel can continue to farm the 12 acre parcel as a non-conforming use in the C-3 zone. (Sec. 3.1)
2. Owner may, at any time, seek to develop the parcel in compliance with the City's code for the C-3 zone at the time of development. (Sec. 3.2)
3. Owner shall allow Maverik to install a 23' wide asphalt travel lane along the eastern boundary of the 12 acre parcel, including borrow ditch and shoulder. Owner to dedicate the improvements to the City at no cost to taxpayers. Such improvements must be completed before Maverik will get a certificate of occupancy for its convenience store/fueling station. (Sec. 3.3)
4. When Owner chooses to develop the 12 acre parcel, Owner shall construct the missing portions of the Hartley Lane frontage. (Sec. 3.4)
5. At the time of development, City will provide Owner with 2 accesses off of Hartley that generally line up with the accesses for Sage International School. Owner shall provide drive aisles to the north, west and south to create connectivity to future development.
6. Maverik's traffic study does not apply to the 12 acre parcel. City may require Owner to complete a separate traffic study at the time of a proposed development. (Sec. 3.6)
7. The combined annexation does not make the DAs intertwined. Therefore, any default by one party does not affect the other DA and parties thereto. (Sec. 3.7)
8. Owner is entitled to signs on the Maverik parcel and on the 12 acre parcel to the south. The signs will be subject to Design Review found in MCC 1-15-8.

See copy of the DA for the 12 acre parcel attached as Exhibit "B".

- I. **Comprehensive Plan & Land Use Map:** Applicant's project complies with the Comprehensive Plan's Future Land Use Map because the area where the project is proposed is shown as commercial on the FLUM.



Developer's project also complies with the following *Goals, Objectives, and Strategies* of the *2019 Middleton Comprehensive Plan*:

- a. *Goal 1*: to be proactive in delivering city services to properties reasonably expected to be annexed in the future.
- b. *Goal 4*: Promote commercial development near State Hwy 44.
- c. *Goal 6*: Water, sewer, and adjacent road systems will be expanded in an orderly manner consistent with population growth.
- d. *Goal 7*: commercial development will provides employment opportunities to residents so they can remain in the City for employment.
- e. *Goal 8*: new commercial development will not detract from existing businesses.

**J. Comments Received from Surrounding Landowners:** None.

**K. Comments from Agencies:** None.

**L. Application Information:** Todd Meyers of Maverik, Greg Payne, GP3 Hartley and Alan Mills. Application was accepted on 7/5/2023.

<b>M. Notices &amp; Neighborhood Meeting:</b>	<b>Dates:</b>
Newspaper Notification	12/23/2023
Radius notice to adjacent landowners	12/21/2023
Circulation to Agencies	12/21/2023
Sign Posting property	12/21/2023
Neighborhood Meeting	6/1/2023 & 11/21/2023

**N. Applicable Codes and Standards:**

Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, Middleton City Code 1-14, 1-16, 5-1, 5-2, 5-3, and 5-4, and Idaho Code Title 67, Chapter 65 & Title 50, Chapters 2.

**O. Conclusions and Recommended Conditions of Approval:**

The Planning & Zoning Commission is tasked with making recommendations to City Council to either deny or approve the Developer's applications for annexation/rezone, and development agreement.

Per State law and the Middleton City Code, any final order or recommendation must be based upon findings of facts and conclusions of law.

**As to Findings of Facts**, Planning Staff has set forth findings of facts above in parentheses.

**As to Conclusions of Law**, Planning Staff finds that the Planning & Zoning Commission has the authority to hear these applications and to recommend approval or denial of the applications. Additionally, Planning Staff notes that all public notice requirements were met. Planning Staff further set forth the portions of the Idaho State Code and Middleton City Code to be considered in making a recommendation on the applications.

**Annexation/rezone and Development Agreement Applications:** If the Commission is inclined to recommend approval of the applications, then Planning Staff recommends that any approval be subject to the following conditions:

1. City municipal domestic water, fire flow and sanitary sewer services are to be extended to serve the project site.
2. Developer and Owner to comply with all terms of the Development Agreements approved for the project.
3. Owner of the 12 acre southern parcel shall be required to pay all pro-rata share traffic fees as required by MCC 5-4-3 prior to the issuance of any development permit.
4. All City Planner and Engineering review comments for the Maverik Design Review site plan are to be completed and approved.
5. All City Planner, Engineering and Building Department comments for the Maverik building permit plan set are to be completed and approved.
6. All requirements of the Middleton Rural Fire District and Canyon County Water Company are to be completed and approved.
7. Sewer and water capacity to be reserved at the time City approves the construction drawings for the project.

Finally, if the Commission recommends denial of the applications, then the Commission should state what the applicant could do, if anything, to obtain approval. (Middleton City Code 1-14(E)(8)).

Prepared by Roberta Stewart  
Planning & Zoning Official

Dated: 1/4/2024



EXHIBIT "A"

Proposed Development Agreement

(2.76 acre Maverik Parcel)

**After Recording, Mail To**

Middleton City Clerk  
1103 W. Main Street  
Middleton, ID 83644

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**DEVELOPMENT AGREEMENT  
(Parcel R347720000 – Maverik Property)**

This Development Agreement (“**Agreement**”) is entered into by and between the CITY OF MIDDLETON, a municipal corporation in the State of Idaho (“**City**”); and Maverik, Inc., A Utah corporation (“**Developer**”), and GREG S. PAYNE, an individual (“**Landowner**”).

**RECITALS**

WHEREAS, Landowner owns approximately 2.76 acres of real property located at 0 Hwy 44 on the southwest corner of the Hartley Lane and Hwy 44 intersection, Middleton, Canyon County, Idaho, commonly referred to in Canyon County Assessor’s records as Parcel No. R347720000, and legally described in Exhibit A attached hereto and incorporated herein (“**Maverik Property**”); and

WHEREAS, Landowner also owns approximately 11.97 acres of real property located at 0 Hwy 44 south of the intersection of S. Hartley Lane and Bozic Street, Middleton, Canyon County, Idaho, commonly referred to in Canyon County Assessor’s records as Parcel No. R34772011, and legally described in Exhibit B attached hereto and incorporated herein (“**Payne Property**”); and

WHEREAS, Landowner and Developer have entered into a lease agreement allowing Developer to construct and operate on the Maverik Property a convenience store and fueling station (“**Maverik Project**”); and

WHEREAS, Landowner has applied to the City to annex in both the Maverik Property and Payne Property in a single annexation and rezone application together with separate Development Agreement applications for the Maverik Property and Payne Property; and

WHEREAS this Agreement shall be the separate Development Agreement between the City and Developer;

WHEREAS, the City, pursuant to Idaho Code §67-6511A, has the authority to annex and rezone the Property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and Middleton City Code.

## **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the recitals above, which are incorporated below, and the mutual covenants, representations, and performances herein bargained for, relied on, and expected, the parties agree as follows:

### **ARTICLE I LEGAL AUTHORITY**

This Agreement is made pursuant to and in accordance with the provisions of Idaho Code §67-6511A and Middleton City Code, Title 5, Chapter 2.

### **ARTICLE II ANNEXATION AND ZONING ORDINANCE**

The City will adopt an ordinance to annex and rezone the Maverik Property from Canyon County "Agricultural" to City of Middleton C-3 (Heavy Commercial). The Ordinance will become effective after it is approved, signed, published and recorded according to law, all of which actions the City will perform at the City's expense and with the Developer's cooperation.

### **ARTICLE III CONDITIONS OF DEVELOPMENT**

3.1 Site Plan. The Site Plan for the Maverik Project is attached hereto as Exhibit "C" and is incorporated herein by this reference. Developer shall develop the Maverik Property generally consistent with the Site Plan.

3.2 Hwy 44 Frontage. Developer shall design and construct all frontage improvements along Hwy 44 adjacent to the Maverik Property as required by Idaho Transportation Department (ITD) and City. Once completed, Landowner shall dedicate, at no cost to the City or ITD, the improved frontage to ITD or to the City, as required.

3.3 Hartley Lane Frontage. Developer shall design and construct the fifty foot (50') half-road improvements for the portion of Hartley Lane adjacent to the



Maverik Property in conformance with City's 3-Lane Urban Roadway Section as show on Exhibit D. Once constructed and accepted by the City, Landowner shall dedicate the improved frontage and fifty feet (50') of right of way to the City at no cost to the City.

3.4 Improvements to Hartley & Hwy 44 Intersection. Developer shall design and construct all improvements for the intersection of Hartley Lane and Hwy 44 in conformance with the plan set approved by ITD and the City, which improvements are generally depicted on the Site Plan attached hereto as Exhibit "C".

3.5 Interim Hartley Lane Frontage. Developer shall design and construct the extension of the travel lane on the western portion of Hartley Lane along the entire length of the Payne Property ("**Interim Hartley Frontage**"). The Interim Hartley Frontage will be comprised of twenty-three feet (23') of asphalt pavement and a two (2) foot gravel shoulder west of the section line/centerline. The materials, construction and testing of the Interim Hartley Frontage shall conform to the City's 3-lane collector structural section, City's Supplement to the ISPWC and highway standards for the Association of Canyon County Highway Districts. Once constructed, Landowner, who is also the owner of the Payne Property, shall dedicate the Interim Hartley Frontage and accompanying 25 foot right of way to City at no cost to City. City will not issue a final approval of the street or Certificate of Occupancy for the Maverik Project until the Interim Hartley Frontage is constructed and accepted by the City.

3.6 Hartley Lane Access. A single access off Hartley Lane at the location generally shown on Exhibit "C" will be granted for the Maverik Property. Said access shall be at least fifty feet (50') wide. Developer shall also provide a public cross-access easement and drive aisle connection on the southern boundary of the Maverik Project generally at the location shown on Exhibit "C".

3.7 Sidewalk. Developer shall provide a ten foot (10') wide asphalt pathway along the northern border of the Maverik Property. Developer shall encumber the 10' wide pathway with a recorded public access easement that is at least twelve feet (12') wide. Developer shall also construct an eight foot (8') wide asphalt pathway in the right of way along the eastern boundary of the Maverik Property adjacent to Hartley Lane as a component of frontage improvements.

3.8 Public Utility Easement. Developer shall provide a fifteen foot (15') wide public utility easement along the northern boundary of the Maverik Property, a five foot (5') wide public utility easement along the western boundary of the Maverik Property, and a ten foot (10') wide public utility easement along the Hartley Lane right of way/eastern boundary and southern boundary of the Maverik Property.

3.9 RV Dump Stations. Developer shall provide two (2) RV dump stations on site for public use. Developer shall pay all code required sewer and water development and connection fees; however, City will not charge Developer a monthly fee for sewer service for the RV dump stations.

3.10 Traffic Study. Developer has submitted a traffic study with a scope of work that encompasses the following intersections: (1) Emmett Rd & Hwy 44; (2) Cemetery Road & Hwy 44, and (3) Willis Road & Cemetery Road. The traffic Study pertains to only the Maverik Property. It does not pertain to the Payne Property, which may be the subject of a separate Traffic Study as the Payne Property develops in the future. Any mitigation identified in the Traffic Study shall be completed prior to Certificate of Occupancy.

3.11 Traffic Impact & Traffic Pro-Rata Fee. The City and Developer acknowledge and agree that the Mid-Star Transportation Impact Fee is anticipated to be in the amount of One Hundred Fifty Seven Thousand and Twenty dollars (\$157,020.00). Furthermore, the City and Developer acknowledge that Developer is required, pursuant to MCC 5-4-3, to pay a Traffic Pro-Rata Fee based upon the traffic impact percentages set forth in Developer's Traffic Study. As consideration for Developer's agreement to install the upgraded improvements to the intersection of Hartley Lane & Hwy 44 as described in paragraph 3.4 ("Hartley Intersection Improvements"), City hereby waives the Mid-Star Transportation Impact Fee and Traffic Pro-Rata Fee, with any such funds to be applied to the design and construction of the Hartley Intersection Improvements. If Developer does not ultimately construct the Hartley Intersection Improvements, then City will not waive the Mid-Star Transportation Impact Fee and Traffic Pro-Rata Fee, and Developer will be responsible for paying said fees prior to City issuing Certificate of Occupancy for the Project.

3.12 Termination. Developer shall have three (3) years from the date the City approves Developer's application for annexation and rezone to obtain a certificate of occupancy for the Project. This time period may be extended one (1) year if Developer submits a written request for extension to the City's Planning & Zoning Official prior to the termination of the three (3) year time period. Notwithstanding the provisions in Article IV, if Developer fails to comply with said timeline, City may, at its sole discretion, terminate this Development Agreement after complying with the Middleton City Code provisions for legal notice and public hearing. Zoning for the Property shall remain C-3, and Developer consents to this continued zoning designation.

3.13 Combined Annexation. The Property and Payne Property are the subject of a single annexation and rezone application; however, each parcel will be the subject of a separate development agreement. If the annexation/rezone application is denied or does not otherwise proceed, the Development Agreements for both parcels shall also be of no force or effect. However, if the annexation

application is approved and the two parcels are annexed into the City, a default or breach by a party to one development agreement will have no bearing or effect on the parties to the other development agreement except with respect to the Interim Hartley Frontage detailed in Paragraph 3.5 above.

#### **ARTICLE IV FAILURE TO COMPLY WITH AGREEMENT**

4.1 If the Developer fails to comply with any of the terms or conditions in this Agreement, then the portion(s) of this Agreement pertaining to the breach may be modified or terminated by the Middleton City Council, after complying with the notice and hearing requirement contained in Middleton City Code and Idaho Code. If after a breach, the City Council determines that the terms of this Agreement applicable to the breach should be modified, the term(s) of this Agreement shall be amended, and the Developer shall comply with the amended terms. Any breach waived by the City shall apply solely to the breach waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

4.2 Upon a breach of this Agreement, any of the parties in any court of competent jurisdiction, by action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance of both, or may obtain rescission, disconnection, and damages for repudiation or material failure of performance.

4.3 NOTICE OF FAILED PERFORMANCE. Upon any failure of any party to this Agreement to perform its obligations under this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party with thirty (30) days of the receipt of such notice.

#### **ARTICLE V GENERAL PROVISIONS**

5.1 This Agreement contains the entire agreement of the parties respecting the Property and supersedes all prior discussions and written and verbal agreements between the parties respecting the Maverik Property.

5.2 Any amendment or addendum to this Agreement shall be in writing and made only after the City has complied with the notice and hearing provisions of Idaho Code §67-6509 and Middleton City Code Title 5, Chapter 2.

5.3 Any notice that a party may desire or is required to give to another party must be in writing and shall be given by personal delivery, by mailing the same

registered or certified mail with a return receipt requested, or by Federal Express or other reputable overnight delivery service. Notice shall be given to the parties at the following addresses or such other address and to such other persons as the parties may designate in writing after giving notice. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail if sent by mail pursuant to the forgoing:

Middleton:	City Clerk City of Middleton P.O. Box 487 Middleton, Idaho 83644
Maverik:	Maverik, Inc. Attn: Real Estate Department 185 South State Street, Suite 800 Salt Lake City, Utah 84111 Todd.Meyers@maverik.com
With a Copy to:	Maverik, Inc. Attn: Legal Department 185 South State Street, Suite 1300 Salt Lake City, Utah 84111 legal@maverik.com
Greg S. Payne	24295 Farmway Road Caldwell, Idaho 83607

5.4 If either party shall fail to perform under this Agreement and said failure is cured with the assistance of an attorney for the other party, as a part of curing said failure, the reasonable attorneys' fees incurred by the other party shall be reimbursed to the other party upon demand. In the event a suit or action is filed by either party against the other to interpret or enforce this Agreement, the non-prevailing party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred therein, including the same with respect to an appeal.

5.5 This Agreement shall be effective after being fully executed, which execution may be performed by one (1) or more counterparts. This Agreement shall become valid and binding only upon its approval by the City Council and execution by the Mayor and City Clerk. After its execution, the Agreement shall be recorded in the office of the County Recorded at the expense of the City.



5.6 Each commitment and restriction described in this Agreement shall be a burden on the Property and run with the land and shall be appurtenant to and for the benefit of the Maverik Property.

5.6.1 This Agreement shall be binding on the City and Developer, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns. Provided, however, that if all or any portion of the Property is divided, then each owner of a legal lot shall only be responsible for duties and obligations or breaches as to their owners' parcels or lots.

5.6.2 The new owner of the Maverik Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

5.7 The Maverik Property that is the subject of this Agreement is located in Canyon County, Idaho and the terms of this Agreement shall be construed according to the laws of the State of Idaho in effect at this time this Agreement is executed. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Canyon County, Idaho.

5.8 If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstance shall to any extent be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

5.9 Time is of the essence for performance of each obligation in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first below written.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024 and effective upon annexation and rezoning of the Maverik Property.

*[signatures and acknowledgements on following pages]*

**CITY OF MIDDLETON**

**ATTEST**

By: \_\_\_\_\_  
Jackie L. Hutchison, Mayor

By: \_\_\_\_\_  
Becky Crofts, City Clerk

State of IDAHO )

ss.

County of Canyon )

I, a notary public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me Jackie L. Hutchison, who, being first duly sworn, declared that she is the Mayor of the City of Middleton, Idaho and signed it as Mayor of the City of Middleton.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**DEVELOPER:** [Maverik, Inc., a Utah corporation]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of Utah                    )  
  ss.  
County of Salt Lake )

I, a notary public, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me \_\_\_\_\_, who declared that he/she signed this Development Agreement in the capacity of \_\_\_\_\_ for Maverik, Inc., a Utah corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**LANDOWNER:** [GREG S. PAYNE]

Landowner hereby acknowledges and represents that Landowner consents to the recording of this Development Agreement between the City and Maverik, Inc., a Utah corporation.

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of Idaho )

ss.

County of \_\_\_\_\_)

I, a notary public, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me Greg S. Payne, who declared that he signed this Development Agreement.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



## EXHIBIT A

### Legal Description of Maverik Property

A parcel of land being a portion of the NE 1/4 NW 1/4 of Section 12, Township 4 North, Range 3 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at a found Aluminum Cat stamped "PLS 14221" marking the NE corner of said NE 1/4 NW 1/4, (North 1/4 corner), from which a found Aluminum Cap marking the NW corner of said NW 1/4, (Section corner common to sections 1, 2, 11 and 12), bears N. 89° 39' 47" W., a distance of 2679.65 feet;

Thence along the Easterly boundary of said NE 1/4 NW 1/4, S. 00° 45' 55" W., a distance of 68.50 feet to the South right of way of State Highway 44;

Thence continuing along the Easterly boundary of said NE 1/4 NW 1/4, S. 00° 45' 55" W., a distance of 196.86 feet to the POINT OF BEGINNING;

Thence continuing along the Easterly boundary of said NE 1/4 NW 1/4, S. 00° 45' 55" W., a distance of 99.72 feet;

Thence leaving said Easterly boundary and parallel with the Northerly boundary of said NE 1/4 NW 1/4, N. 89° 39' 47" W., a distance of 423.03 feet;

Thence N. 00° 00' 14" W., a distance of 140.13 feet;

Thence N. 00° 46' 13" E., a distance of 156.45 feet to the South right of way of said State Highway 44; Thence along said right of way, S. 89° 39' 47" E., a distance of 396.90 feet;

Thence parallel with the Easterly boundary of said NE 1/4 NW 1/4, S. 00° 45' 55" W., a distance of 196.86 feet;

Thence S. 89° 39' 47" E., a distance of 28.00 feet to the POINT OF BEGINNING.

This parcel contains 2.76 acres or 120,374 square feet more or less.

## EXHIBIT B

### Legal Description of Payne Property

A parcel of land being a portion of the NE 1/4 NW 1/4 of Section 12, Township 4 North, Range 3 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at a found Aluminum Cat stamped "PLS 14221" marking the NE corner of said NE 1/4 NW 1/4, (North 1/4 corner), from which a found Aluminum Cap marking the NW corner of said NW 1/4, (Section corner common to sections 1, 2, 11 and 12), bears N. 89° 39' 47" W., a distance of 2679.65 feet;

Thence along the Easterly boundary of said NE 1/4 NW 1/4, S. 00° 45' 55" W., a distance of 68.50 feet to the South right of way of State Highway 44;

Thence continuing along the Easterly boundary of said NE 1/4 NW 1/4, S. 00° 45' 55" W., a distance of 296.58 feet to the POINT OF BEGINNING;

Thence continuing along the Easterly boundary of said NE 1/4 NW 1/4, S. 00° 45' 55" W., a distance of 548.26 feet;

Thence leaving said Easterly boundary, N. 89° 39' 03" W., a distance of 965.83 feet to the East line of Rhodenbaugh Lane;

Thence along the East line of said Rhodenbaugh Lane, N. 13° 22' 48" E., a distance of 706.39 feet;

Thence leaving said East line, S. 00° 10' 35" W. a distance of 80.00 feet;

Thence parallel with the Northerly boundary of said NE 1/4 NW 1/4, S. 89° 39' 47" E., a distance of 386.90 feet;

Thence S. 00° 00' 14" E., a distance of 60.13 feet;

Thence parallel with the Northerly boundary of said NE 1/4 NW 1/4, S. 89° 39' 47" E., a distance of 423.03 to the POINT OF BEGINNING.

This parcel contains 11.97 acres or 521,315 square feet more or less

# EXHIBIT C

## Site Plan & Access Depiction

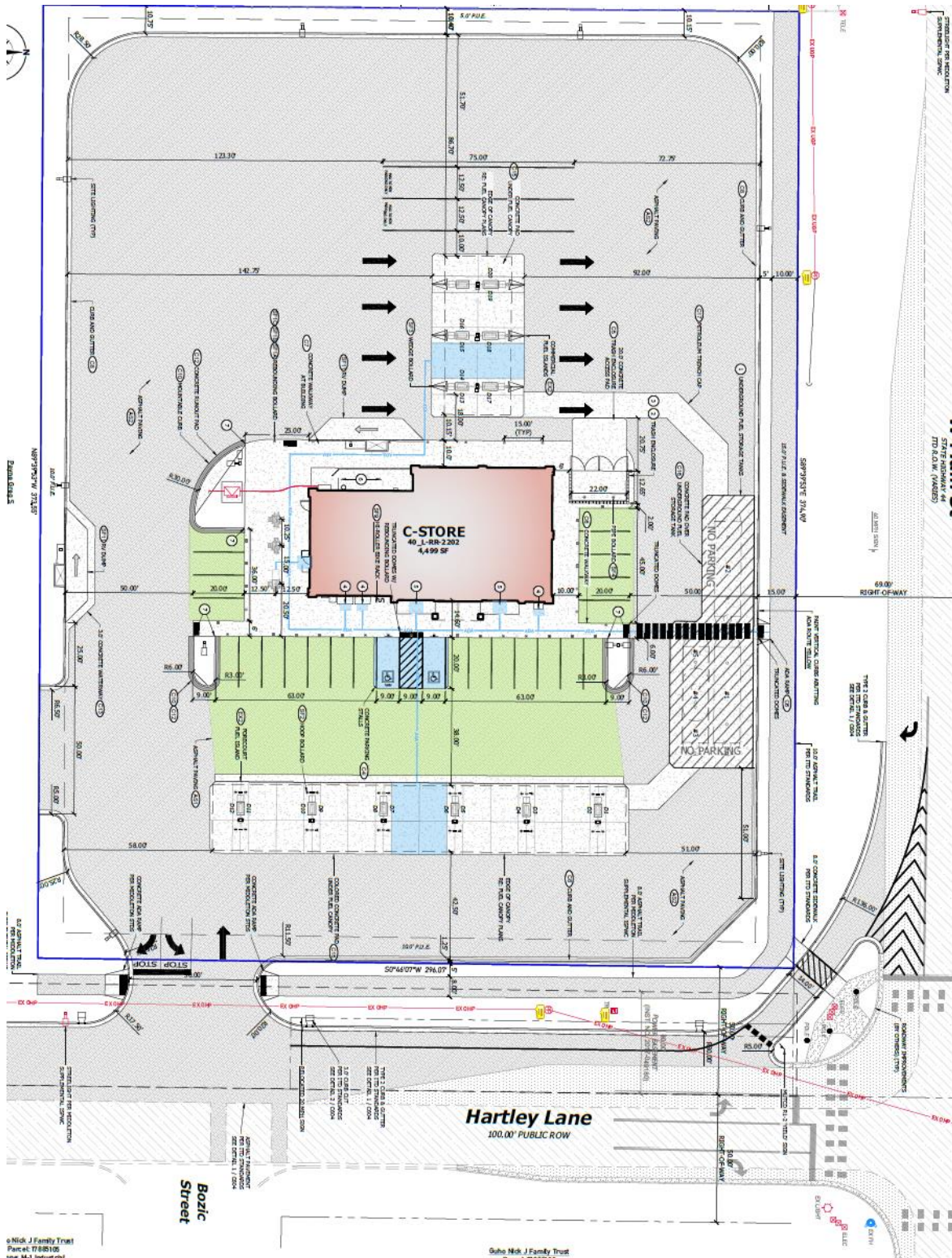


EXHIBIT "B"

Proposed Development Agreement

(12 acre GP3 parcel)



**After Recording, Mail To**

Middleton City Clerk  
1103 W. Main Street  
Middleton, ID 83644

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**DEVELOPMENT AGREEMENT  
(Payne / Hartley Ln., Property (Parcel No. 34772011))**

This Development Agreement ("**Agreement**") is entered into by and between the CITY OF MIDDLETON, a municipal corporation in the State of Idaho ("**City**"), and GP3 Hartley LLC, an Idaho limited liability company ("**Developer**").

**RECITALS**

WHEREAS, Developer owns approximately 11.97 acres of real property located at 0 Hwy 44 south of the intersection of S. Hartley Lane and Bozic Street, Middleton, Canyon County, Idaho, commonly referred to in Canyon County Assessor's records as Parcel No. R34772011, and legally described in Exhibit A attached hereto and incorporated herein ("**Property**"); and

WHEREAS, Developer intends to continue farming the Property for an unspecified period of time but intends to develop the Property in the future in compliance with the City's Zoning Regulations and Development Standards; and

WHEREAS, Developer also owns approximately 2.76 acres of real property located at 0 Hwy 44 on the southwest corner of the Hartley Lane and Hwy 44 intersection, Middleton, Canyon County, Idaho, commonly referred to in Canyon County Assessor's records as Parcel No. R347720000, and legally described in Exhibit B attached hereto and incorporated herein ("**Maverik Property**"); and

WHEREAS, Developer has entered into a lease agreement with Maverik Inc., ("**Maverik**") for the construction and operation of a Maverik convenience store and fueling station on the Maverik Property ("**Maverik Project**"); and

WHEREAS, Developer has applied to the City to annex in both the Property and Maverik Property in a single annexation and rezone application together with separate Development Agreement applications for the Property and Maverik Property; and

WHEREAS, the City, pursuant to Idaho Code §67-6511A, has the authority to annex and rezone the Property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and Middleton City Code.

## **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the recitals above, which are incorporated below, and the mutual covenants, representations, and performances herein bargained for, relied on, and expected, the parties agree as follows:

### **ARTICLE I LEGAL AUTHORITY**

This Agreement is made pursuant to and in accordance with the provisions of Idaho Code §67-6511A and Middleton City Code, Title 5, Chapter 2.

### **ARTICLE II ANNEXATION AND ZONING ORDINANCE**

The City will adopt an ordinance to annex and rezone the Property from Canyon County Agricultural to City of Middleton C-3 (Heavy Commercial). The Ordinance will become effective after it is approved, signed, published and recorded according to law, all of which actions the City will perform at the city's expense and with the Developer's cooperation.

### **ARTICLE III CONDITIONS OF DEVELOPMENT**

3.1 Right to Farm: Without any limitation or set period of time, Developer has a right to continue farming the Property as an existing, non-conforming use in the C-3 zone.

3.2 Right to Develop: Developer may, at any time, seek to develop the Property in compliance with the City's code and standards for the C-3 Zone by applying to subdivide, build or otherwise improve the Property. Developer shall be subject to all the requirements, standards, procedures and fees set forth in the City code at the time of development.

3.3 Interim Hartley Frontage. As a required component of the improvements for the Maverik Project, So. Hartley Lane shall be improved along the full eastern frontage of the Property with interim improvements to include a twenty-three foot (23') paved travel way measured from the section line/centerline and a two (2) foot gravel shoulder ("**Interim Hartley Frontage**"). The materials, construction and testing of the Interim Hartley Frontage shall conform to the City's 3-lane collector structural section, City's Supplement to the ISPWC and highway standards for the Association of Canyon County Highway Districts. Once the Interim Hartley Frontage is constructed and City approves the Interim Hartley Frontage, Developer shall dedicate, at no cost to the City, the Interim Hartley Frontage and associated right of way to the west limits of the gravel shoulder, which dedication shall be the easterly twenty-five feet (25') of the Property. City will not give final approval, nor issue a Certificate of Occupancy, for the Maverik Project until Developer dedicates, and the City accepts, the Interim Hartley Frontage, including right of way.

3.4 Permanent Hartley Frontage: If Developer submits a development improvement application for all or any portion of the Property, Developer shall improve and construct the permanent frontage improvements along Hartley Lane in full accordance with the City code and standards in effect at the time of development (**Permanent Hartley Frontage**). Once constructed, Developer shall dedicate, at no cost to the City, the Permanent Hartley Frontage and associated right of way to the City, which shall not exceed an additional twenty-five (25') for a 50' right of way along the easterly portion of the Property.

3.5 Access. When Developer submits an application for a development permit, The City shall permit Developer two accesses off of Hartley Lane at a location to be determined at the time of development, but that each access shall generally match up with the Bozic Street and the Sage International School of Middleton access points, respectively, on the easterly side of Hartley Lane unless otherwise specified by the City for reasons of safety or traffic flow. Developer shall also provide access to adjacent properties to the north, west, and south by way of at least one drive aisle connection to the north, west and south encumbered by a public access easement. The exact locations of the drive aisles will not be established until the time of development.

3.6 Traffic Study. Maverik is completing a traffic study for the Maverik Project to be submitted to the City and Idaho Transportation Department. The Maverik Traffic Study does not apply to the Property, and City may require Developer to provide a separate traffic study when Developer submits an application for a development permit for the Property.

3.7 Combined Annexation. The Property and Maverik Property are the subject of a single annexation and rezone application; however, each parcel will be

the subject of a separate development agreement. If the annexation/rezone application is denied or does not otherwise proceed, the Development Agreements for both parcels shall also be of no force or effect. However, if the annexation application is approved and the two parcels are annexed into the City, a default or breach by a party to one development agreement will have no bearing or effect on the parties to the other development agreement except with respect to the Interim Hartley Frontage detailed in paragraph 3.3.

3.8 Signage. When Developer submits an application for a development permit for the Property, Developer shall be permitted to install a multi-use/multi-tenant pylon sign outside of right of way and near the access points described in paragraph 3.5 above and the right to co-locate on the pylon sign to be located on the corner of Maverik Property advertising the development and the various users/occupants of the development. All pylon/monument signage applications are subject to Design Review as outlined in MCC 1-15-8 and must conform to city code.

#### **ARTICLE IV FAILURE TO COMPLY WITH AGREEMENT**

4.1 If the Developer fails to comply with any of the terms or conditions in this Agreement, then the portion(s) of this Agreement pertaining to the breach may be modified or terminated by the Middleton City Council, after complying with the notice and hearing requirement contained in Middleton City Code and Idaho Code. If after a breach, the City Council determines that the terms of this Agreement applicable to the breach should be modified, the term(s) of this Agreement shall be amended, and the Developer shall comply with the amended terms. Any breach waived by the City shall apply solely to the breach waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

4.2 Upon a breach of this Agreement, any of the parties in any court of competent jurisdiction, by action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance of both, or may obtain rescission, disconnection, and damages for repudiation or material failure of performance.

4.3 NOTICE OF FAILED PERFORMANCE. Upon any failure of any party to this Agreement to perform its obligations under this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party with thirty (30) days of the receipt of such notice.



## **ARTICLE V GENERAL PROVISIONS**

5.1 This Agreement contains the entire agreement of the parties respecting the Property and supersedes all prior discussions and written and verbal agreements between the parties respecting the Property.

5.2 Any amendment or addendum to this Agreement shall be in writing and made only after the City has complied with the notice and hearing provisions of Idaho Code §67-6509 and Middleton City Code Title 5, Chapter 2.

5.3 Any notice that a party may desire or is required to give to another party must be in writing and shall be given by personal delivery, by mailing the same registered or certified mail with a return receipt requested, or by Federal Express or other reputable overnight delivery service. Notice shall be given to the parties at the following addresses or such other address and to such other persons as the parties may designate in writing after giving notice. Any such notice shall be deemed given upon delivery if by personal delivery, upon receipt if sent by mail or overnight delivery service pursuant to the forgoing:

Middleton: City Clerk  
City of Middleton  
P.O. Box 487  
Middleton, Idaho 83644

Developer: GP3 Hartley LLC  
24295 Farmway Road  
Caldwell, Idaho 83607  
Attn: Greg Payne

5.4 If either party shall fail to perform under this Agreement and said failure is cured with the assistance of an attorney for the other party, as a part of curing said failure, the reasonable attorneys' fees incurred by the other party shall be reimbursed to the other party upon demand. In the event a suit or action is filed by either party against the other to interpret or enforce this Agreement, the non-prevailing party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred therein, including the same with respect to an appeal.

5.5 This Agreement shall be effective after being fully executed. This Agreement shall become valid and binding only upon its approval by the City Council and execution by the Mayor and City Clerk. After its execution, the Agreement shall be recorded in the office of the County Recorder at the expense of the City.

5.6 Each commitment and restriction described in this Agreement shall be a burden on the Property and run with the land and shall be appurtenant to and for the benefit of the Property.

5.6.1 This Agreement shall be binding on the City and Developer, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns. Provided, however, that if all or any portion of the Property is divided, then each owner of a legal lot shall only be responsible for duties and obligations or breaches as to their owners' parcels or lots.

5.6.2 The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

5.7 The Property that is the subject of this Agreement is located in Canyon County, Idaho and the terms of this Agreement shall be construed according to the laws of the State of Idaho in effect at the time this Agreement is executed. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Canyon County, Idaho.

5.8 If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstance shall to any extent be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

5.9 Time is of the essence for performance of each obligation in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first below written.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024 and effective upon annexation and rezoning of the Property.

*[Signatures on following pages]*

**CITY OF MIDDLETON**

**ATTEST**

By: \_\_\_\_\_  
Jackie L. Hutchison, Mayor

By: \_\_\_\_\_  
Becky Crofts, City Clerk

State of IDAHO )

ss.

County of Canyon )

I, a notary public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me Jackie L. Hutchison, who, being first duly sworn, declared that she is the Mayor of the City of Middleton, Idaho and signed it as Mayor of the City of Middleton.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**DEVELOPER:** GP3 Hartley LLC

By: Greg S. Payne  
Its: Manager

State of Idaho                    )  
  ss.  
County of \_\_\_\_\_)

I, a notary public, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me Greg S. Payne, who declared that he signed this Development Agreement in the capacity of Manager for GP3 Hartley LLC, an Idaho limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### Legal Description of GP3 Hartley LLC property

A parcel of land being a portion of the NE 1/4 NW 1/4 of Section 12, Township 4 North, Range 3 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at a found Aluminum Cat stamped "PLS 14221" marking the NE corner of said NE 1/4 NW 1/4, (North 1/4 corner), from which a found Aluminum Cap marking the NW corner of said NW 1/4, (Section corner common to sections 1, 2, 11 and 12), bears N. 89° 39' 47" W., a distance of 2679.65 feet;

Thence along the Easterly boundary of said NE 1/4 NW 1/4, S. 00° 45' 55" W., a distance of 68.50 feet to the South right of way of State Highway 44;

Thence continuing along the Easterly boundary of said NE 1/4 NW 1/4, S. 00° 45' 55" W., a distance of 296.58 feet to the POINT OF BEGINNING;

Thence continuing along the Easterly boundary of said NE 1/4 NW 1/4, S. 00° 45' 55" W., a distance of 548.26 feet;

Thence leaving said Easterly boundary, N. 89° 39' 03" W., a distance of 965.83 feet to the East line of Rhodenbaugh Lane;

Thence along the East line of said Rhodenbaugh Lane, N. 13° 22' 48" E., a distance of 706.39 feet;

Thence leaving said East line, S. 00° 10' 35" W. a distance of 80.00 feet;

Thence parallel with the Northerly boundary of said NE 1/4 NW 1/4, S. 89° 39' 47" E., a distance of 386.90 feet;

Thence S. 00° 00' 14" E., a distance of 60.13 feet;

Thence parallel with the Northerly boundary of said NE 1/4 NW 1/4, S. 89° 39' 47" E., a distance of 423.03 to the POINT OF BEGINNING.

This parcel contains 11.97 acres or 521,315 square feet more or less

## EXHIBIT B

### Legal Description of Maverik Property

A parcel of land being a portion of the NE 1/4 NW 1/4 of Section 12, Township 4 North, Range 3 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at a found Aluminum Cat stamped "PLS 14221" marking the NE corner of said NE 1/4 NW 1/4, (North 1/4 corner), from which a found Aluminum Cap marking the NW corner of said NW 1/4, (Section corner common to sections 1, 2, 11 and 12), bears N. 89° 39' 47" W., a distance of 2679.65 feet;

Thence along the Easterly boundary of said NE 1/4 NW 1/4, S. 00° 45' 55" W., a distance of 68.50 feet to the South right of way of State Highway 44;

Thence continuing along the Easterly boundary of said NE 1/4 NW 1/4, S. 00° 45' 55" W., a distance of 196.86 feet to the POINT OF BEGINNING;

Thence continuing along the Easterly boundary of said NE 1/4 NW 1/4, S. 00° 45' 55" W., a distance of 99.72 feet;

Thence leaving said Easterly boundary and parallel with the Northerly boundary of said NE 1/4 NW 1/4, N. 89° 39' 47" W., a distance of 423.03 feet;

Thence N. 00° 00' 14" W., a distance of 140.13 feet;

Thence N. 00° 46' 13" E., a distance of 156.45 feet to the South right of way of said State Highway 44; Thence along said right of way, S. 89° 39' 47" E., a distance of 396.90 feet;

Thence parallel with the Easterly boundary of said NE 1/4 NW 1/4, S. 00° 45' 55" W., a distance of 196.86 feet;

Thence S. 89° 39' 47" E., a distance of 28.00 feet to the POINT OF BEGINNING.

This parcel contains 2.76 acres or 120,374 square feet more or less.

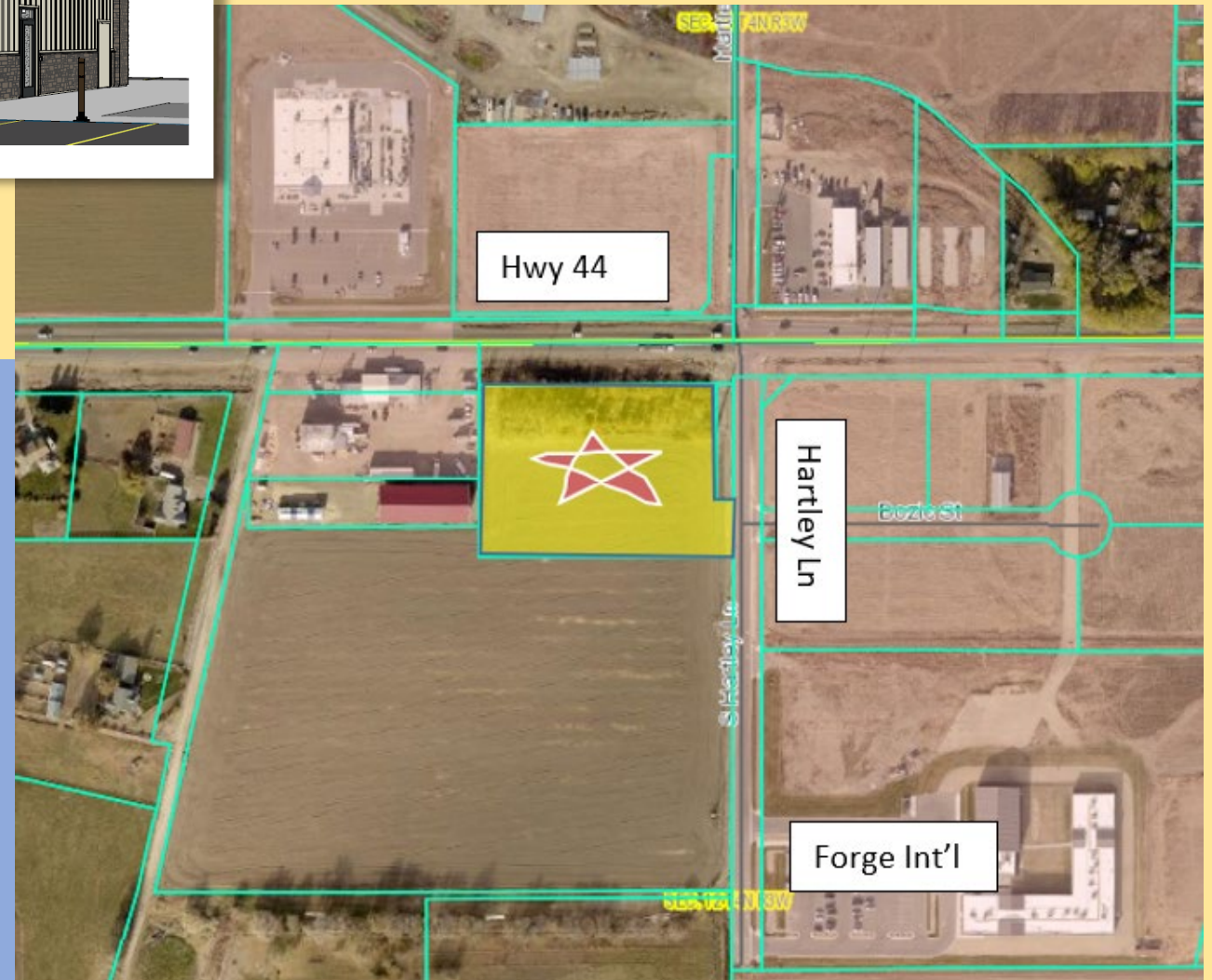


# Exhibit “B”



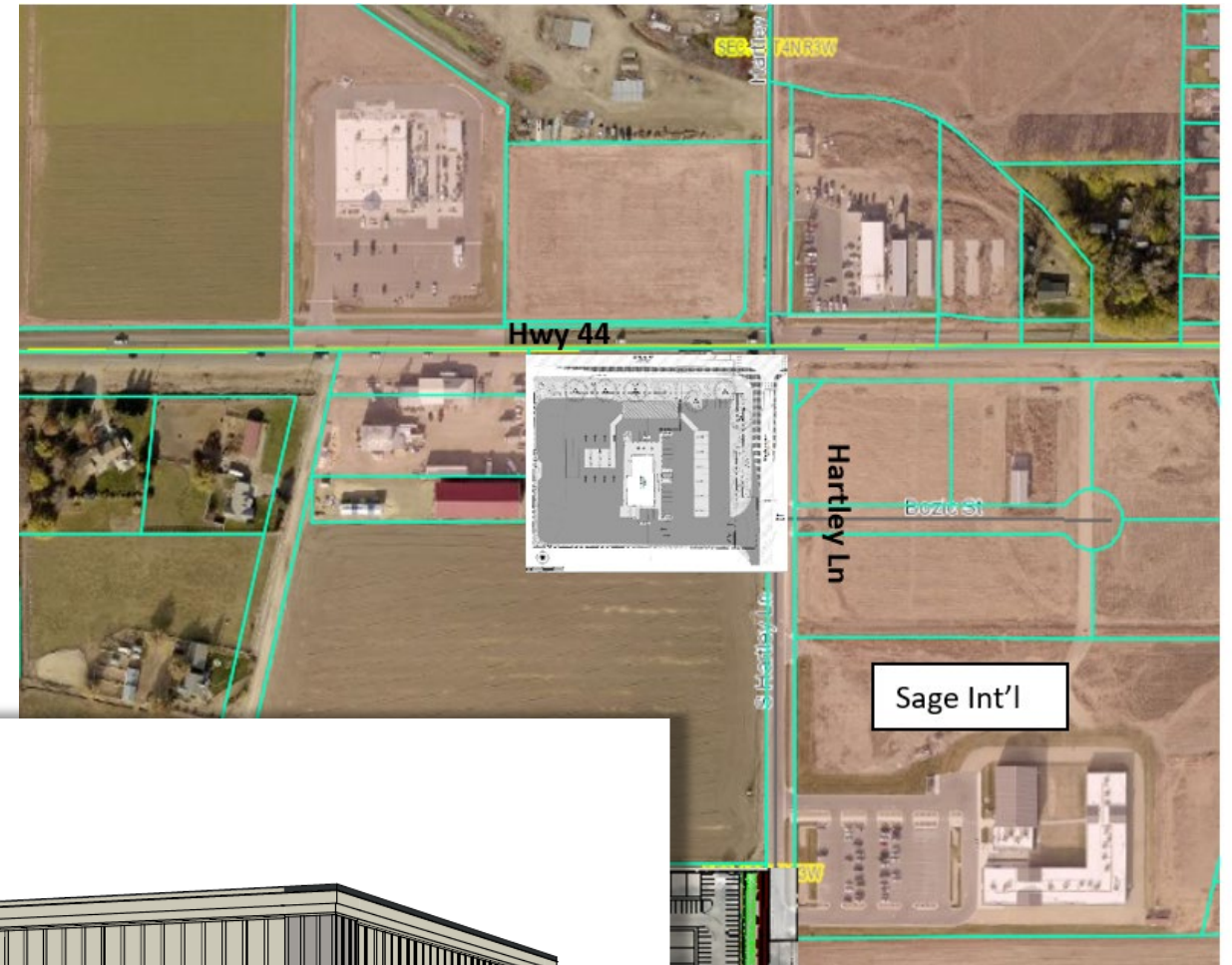
## Design Review

### Maverik Convenience Store and Fueling Station



# Project Description

The proposed project parcel is a 2.76 acre vacant lot located on the southwest corner of the Hartley & Hwy 44 intersection (tax parcel no. R34772000). The proposed convenience store is 4,500 s.f. There will be 12 fueling stations for cars and regular sized trucks. There will also be 8 fueling stations for “big rigs”/tractor trailers.









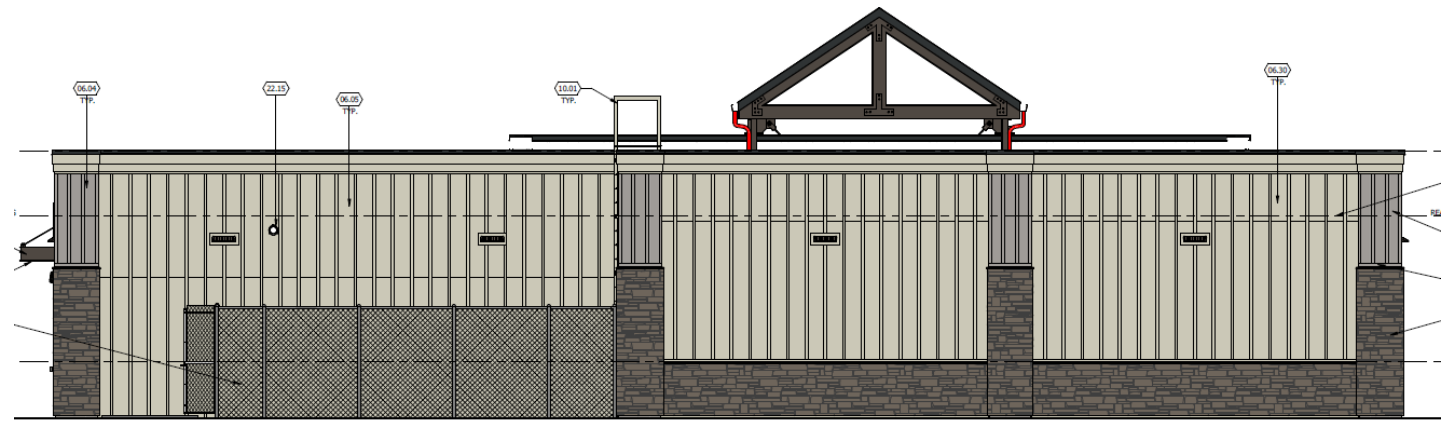
# Architecture

MCC 1-15-8-2, requires the project material and colors of any building to be in harmony with the surrounding neighborhood. Each building must also contain four or more of the following design elements: gable roof, stucco, brick/rock, accenting, metal siding, timberwork, or public art feature.

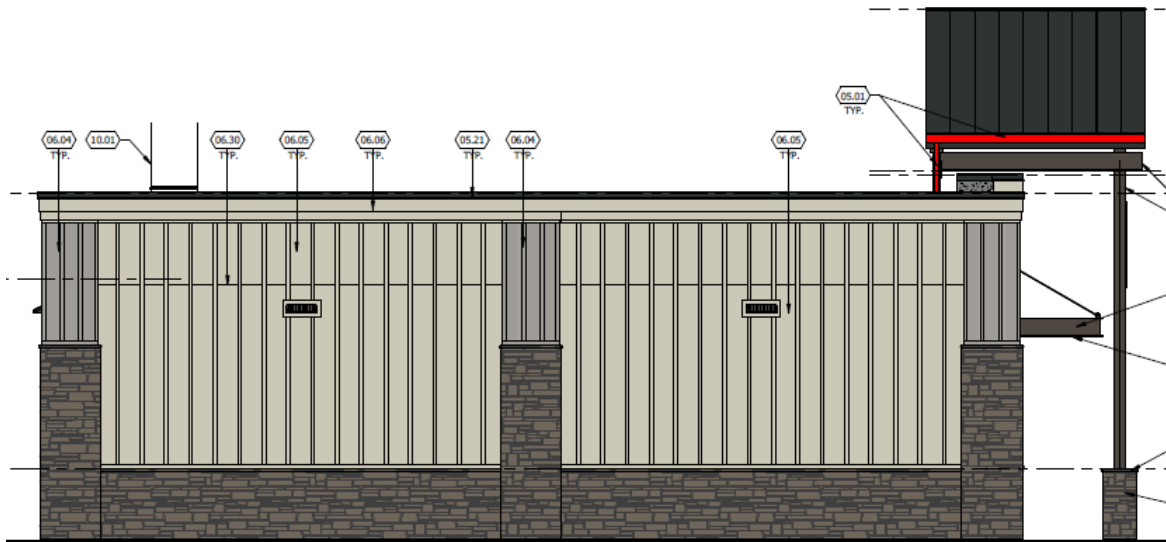
The Maverik building meets these design standards by providing the following design elements: (1) two complementary colors of Board & Batten siding, (2) cultured stone, (3) large metal awnings/trim, (4) modulation/pop-outs, and (6) gable roof.



NORTH ELEVATION  
facing Hwy 44



REAR ELEVATION facing south



EAST ELEVATION



WEST ELEVATION





# Architecture

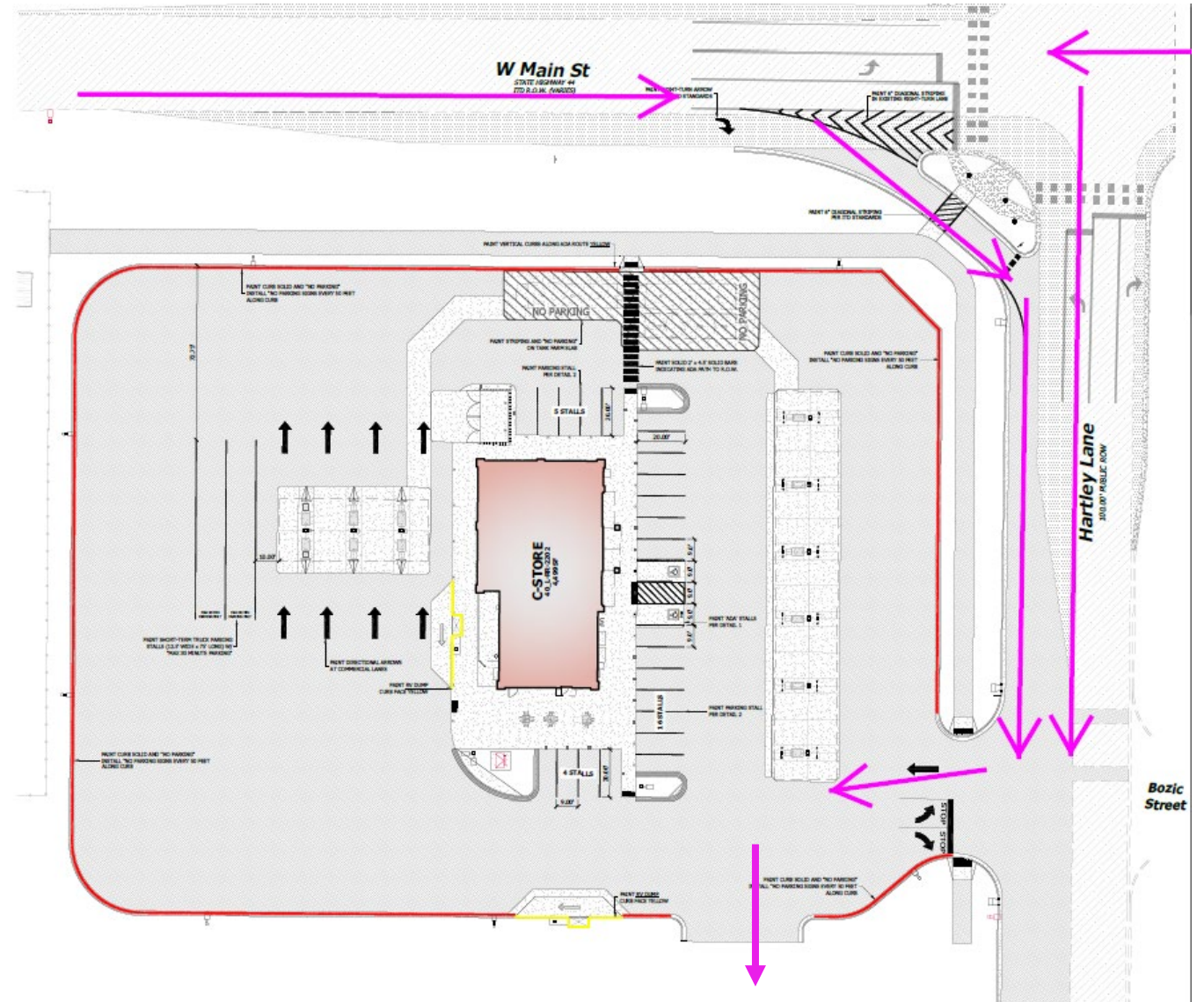
With the new City Administration, there will be some changes to the code regarding design and design review. Hwy 44/Main Street is a critical corridor, and it needs to have a cohesive and attractive design. The suggested design will be more “vintage” or “historic”, which is very appropriate for a small town like Middleton. City Staff is requesting that P&Z approve the current Maverik design that is before the Committee tonight BUT with the condition that Maverik meet with City Administration and Planning Staff during the next 30 days to add more “vintage” elements” to the design. The extra condition is to simply enhance the design approved by the Design Review Committee.



# SITE PLAN & PARKING

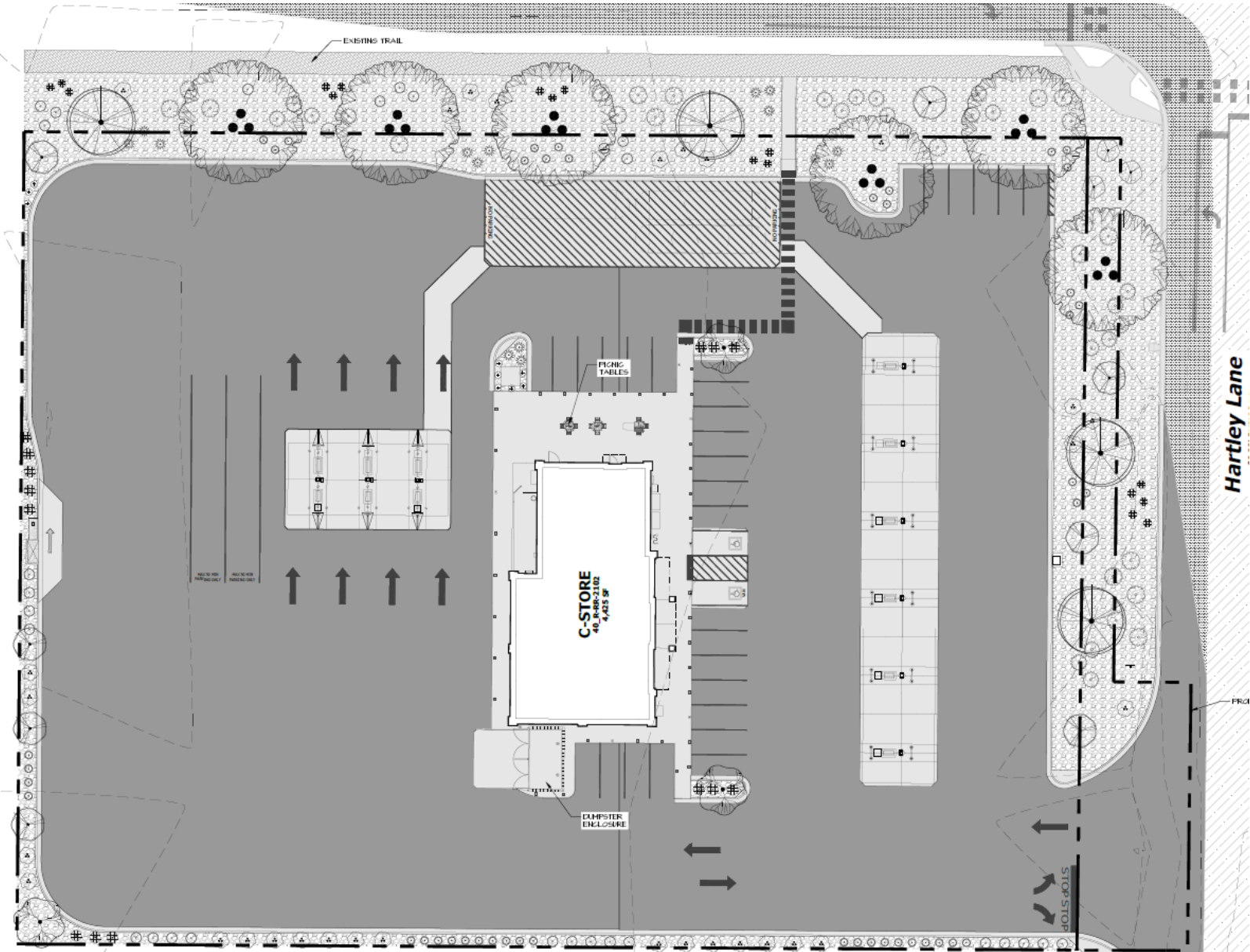
The Site Plan shows access off of Hartley Lane. There is no direct access from Hwy 44. The Maverik parcel will also contain a public easement to ensure drive aisle connectivity to the property to the south.

Code requires Maverik to provide 15 parking stalls. Maverik has provided 25.



Sewer and Water are already located adjacent to the site in Hartley Lane.

Applicant's landscape plan shows trees, shrubs and sod, and it will be an attractive addition to the neighborhood.





## Conclusions and Recommended Conditions of Approval

Applicant's Design Review application complies with dimensions and standards of the Middleton City Code for C-3 Zoning. If the Design Review Committee is inclined to approve the application, City Planning Staff recommends that the following Conditions of Approval be made a part of the approval:

1. Applicant meet with City Administration and Planning Staff within the next 30 days to discuss enhancing the approved design with more vintage and historic design elements.
2. Prior to issuance of a certificate of occupancy, Developer/Applicant to provide a recorded cross access easement creating connective drive aisles as shown on the site plan.
3. Applicant to comply with all Engineering, Building Department & Planning Comments for the Design Review site plan and for the building permit application plan set.
4. Applicant to comply with the Development Agreement approved by City Council for the project parcel.
5. Applicant to comply with all Middleton Rural Fire Department comments and Canyon County Water Company irrigation comments.
6. All exterior lighting must be down lit.
7. All parking stall dimensions to be 9x21.
8. Landscape must be installed per the approved landscape plan.



# STAFF REPORT

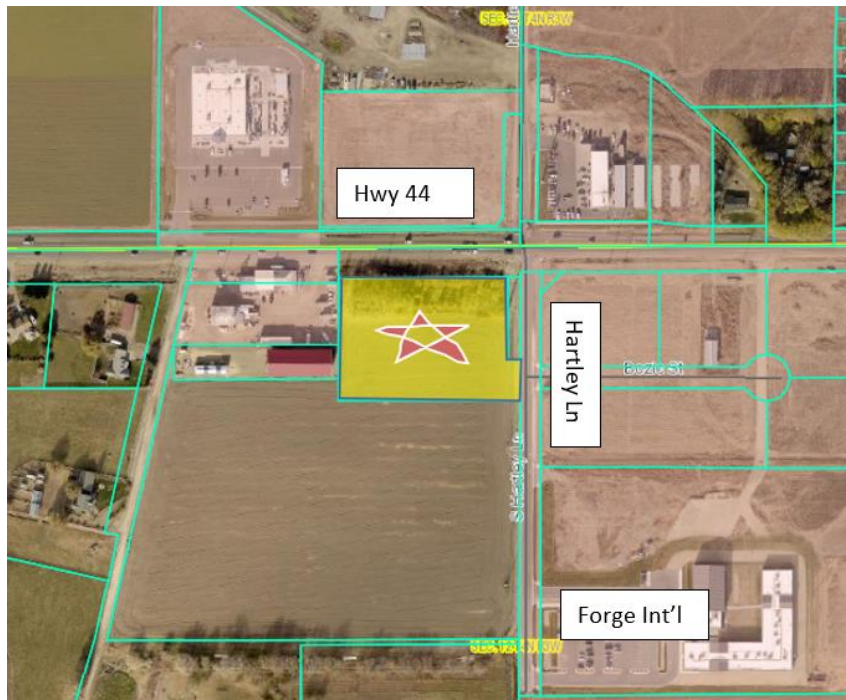
## Middleton Design Review Committee

### Design Review

### Maverik Convenience Store & Fueling Station



- A. **Design Review Meeting Date:** January 8, 2024.
- B. **Project Description:** The proposed project parcel is a 2.76 acre vacant lot located on the southwest corner of the Hartley & Hwy 44 intersection (tax parcel no. R34772000). The proposed convenience store is 4,500 s.f. There will be 12 fueling stations for cars and regular sized trucks. There will also be 8 fueling stations for "big rigs"/tractor trailers.

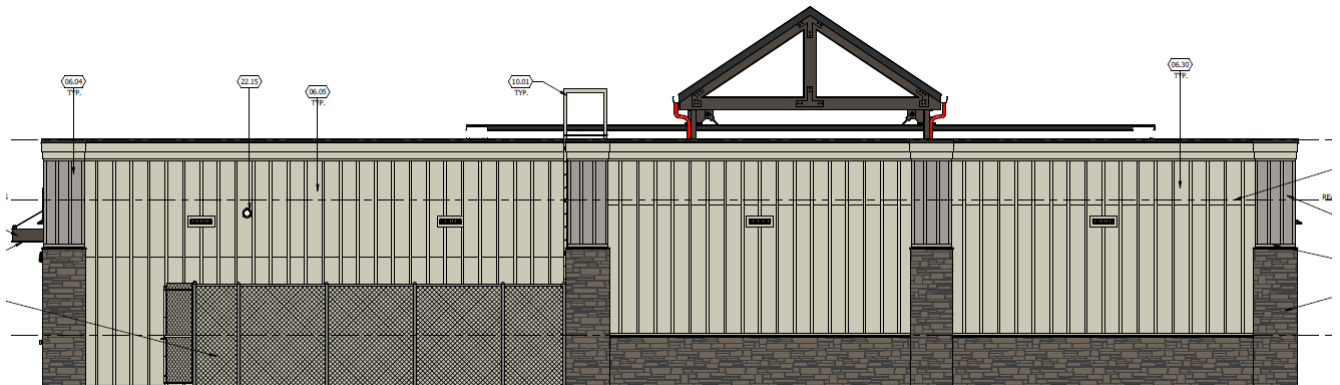


- C. Zoning & Site Conditions:** The project parcel is currently a vacant lot in Canyon County zoned C-1 (neighborhood commercial) and “Agricultural”. Applicant is applying simultaneously for annexation/rezone and development agreement. Applicant is requesting that the zoning be changed to C-3 (Heavy Commercial) upon annexation into the City. Convenience Store/Fueling Station is an allowed use in the C-3 Zone.
- D. Architectural Character:** MCC 1-15-8-2, requires the project material and colors to be in harmony with the townscape and surrounding neighborhood. Each building must also contain four or more of the following design elements: gable roof, stucco, brick/rock, accenting, metal siding, timberwork, or public art feature.

The Maverik building meets these design standards by providing the following design elements: (1) two complementary colors of metal siding, (2) cultured stone, (3) large metal awnings/trim, (4) timber/faux wood accents (5) modulation/pop-outs, and (6) gable roof.

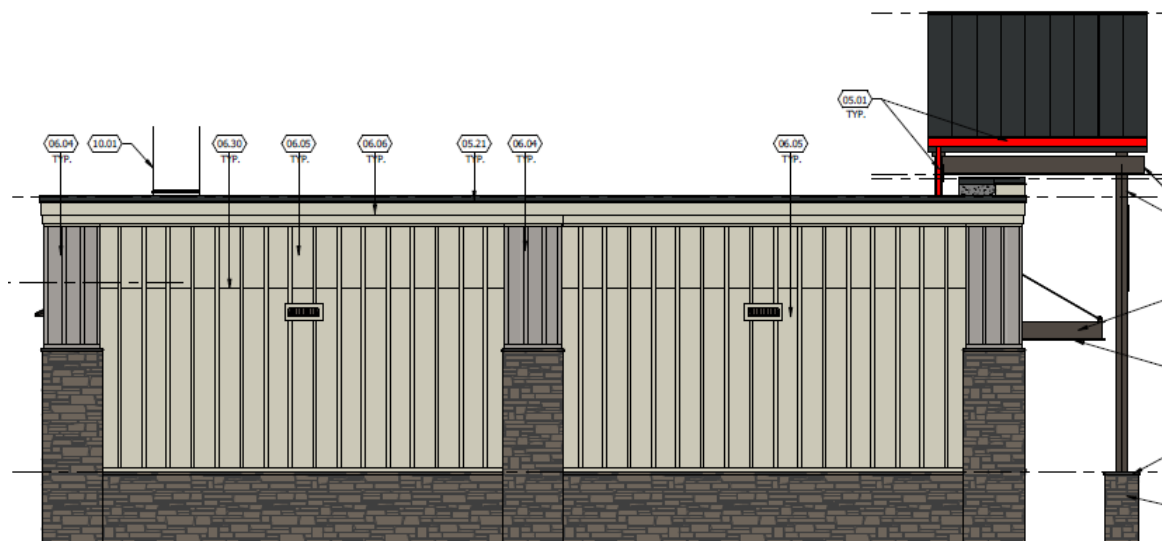


**Front Elevation – North Facing toward Hwy 44**



**Rear Elevation – South Facing**





**East Elevation**

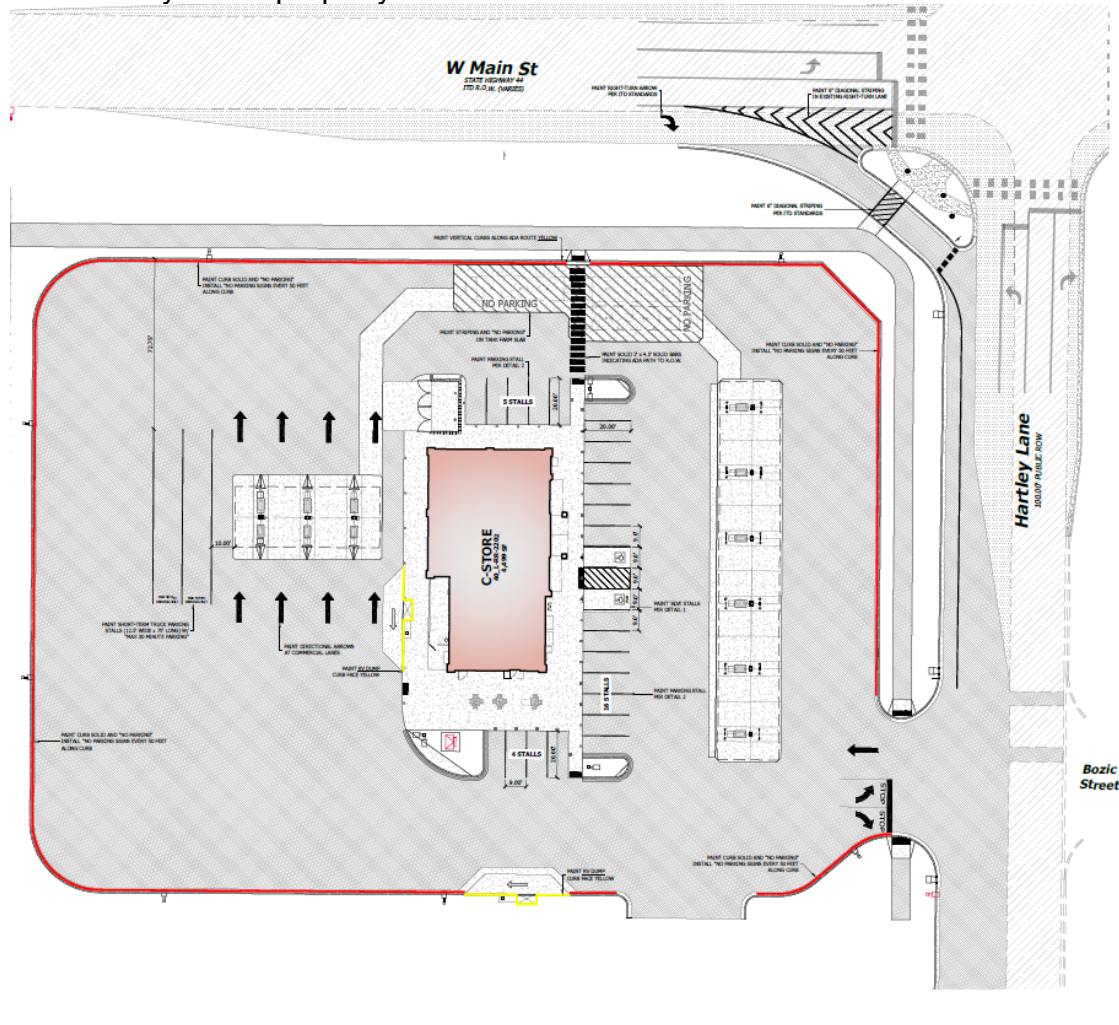


**West Elevation**

[Full size Elevation Sheets are attached as Exhibit "A"]

**E. Site Plan / Streets /Access:**

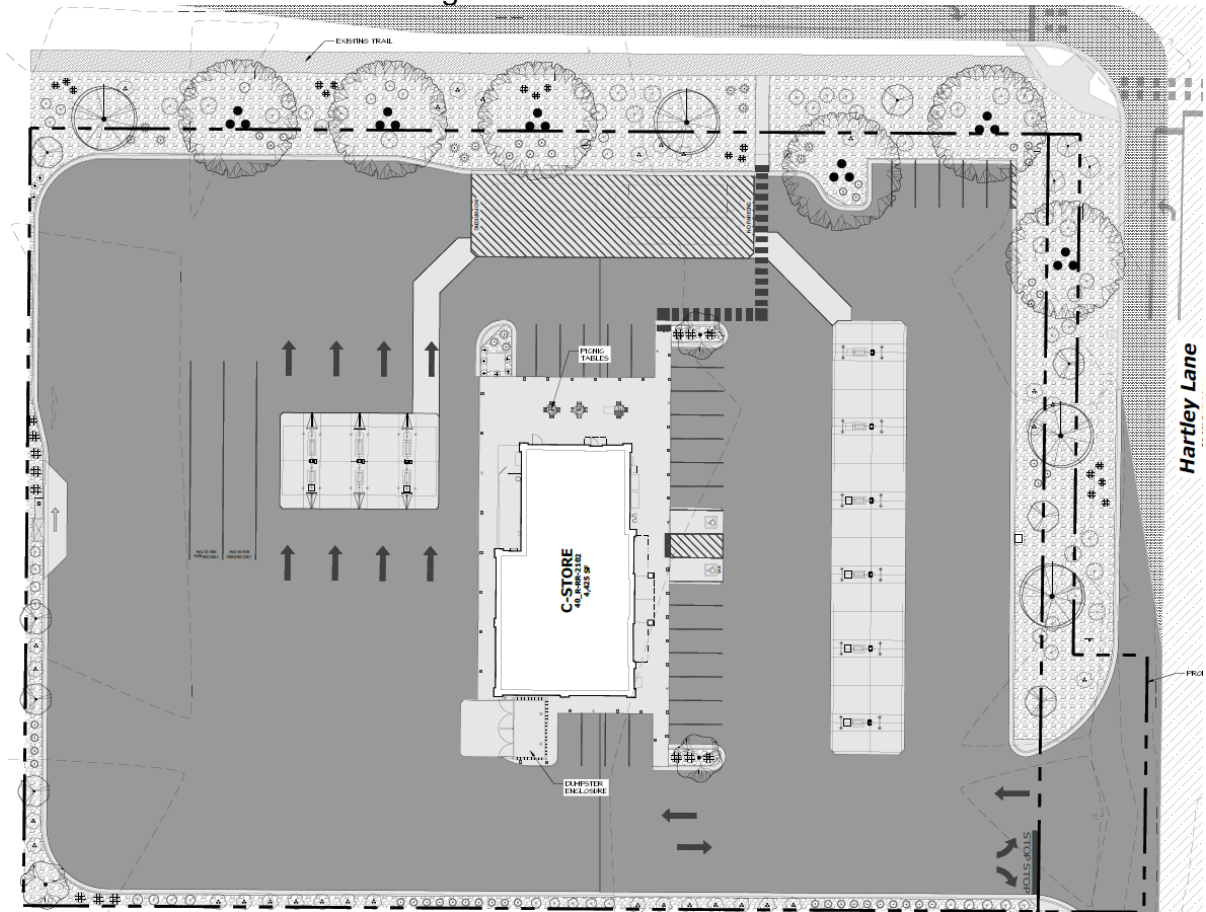
The Site Plan shows access off of Hartley Lane. There is no direct access from Hwy 44. The Maverik parcel will also contain a public easement to ensure drive aisle connectivity to the property to the south.



[An11x17 size copy of the Site Plan is attached as Exhibit “B”.]

- F. Parking:** City code requires Maverik to provide a minimum of 15 parking stalls. They have provided 25.
- G. Utilities:** Sewer and water are already located in Hartley Lane adjacent to the site, so they are easily accessible.
- H. Stormwater:** Stormwater facilities must control and maintain the parcel’s stormwater on site. The design will be fine-tuned at the building permit stage with the help of City Engineer and the public works department.

- I. **Landscaping:** Applicant's landscape plan shows trees, shrubs and sod, and it will be an attractive addition to the neighborhood.



- J. **Applicable Codes and Standards:** Per MCC 1-15-8-1, a design review is required for all nonresidential structures in Middleton. The applicable Codes and Standards relevant to the review are MCC 1-15, 5-1, and 5-4.

K. **Conclusions and Recommended Conditions of Approval:**

Applicant's Design Review application complies with dimensions and standards of the Middleton City Code for C-3 Zoning. If the Design Review Committee is inclined to approve the application, City Planning Staff recommends that the following Conditions of Approval be made a part of the approval:

1. Prior to issuance of a certificate of occupancy, Developer/Applicant to provide a recorded cross access easement creating connective drive aisles as shown on the site plan.

2. Applicant to comply with all Engineering, Building Department & Planning Comments for the Design Review site plan and for the building permit application plan set.
3. Applicant to comply with the Development Agreement approved by City Council for the project parcel.
4. Applicant to comply with all Middleton Rural Fire Department comments and Canyon County Water Company irrigation comments.
5. All exterior lighting must be down lit.
6. All parking stall dimensions to be 9x21.
7. Landscape must be installed per the approved landscape plan.

Prepared by Middleton Planning & Zoning Official,  
Roberta Stewart  
Dated: January 3, 2024

EXHIBIT "A"

ELEVATION PAGES





2 BUILDING PERSPECTIVE - FRONT RIGHT  
SCALE:



1 BUILDING PERSPECTIVE - FRONT LEFT  
SCALE:

## PROPOSED MAVERIK C-STORE

Prototype Version: 40\_R\_RR\_2202  
Building Square Footage: 4,425 SF  
Construction Type/Occupancy Classification: V-B / M

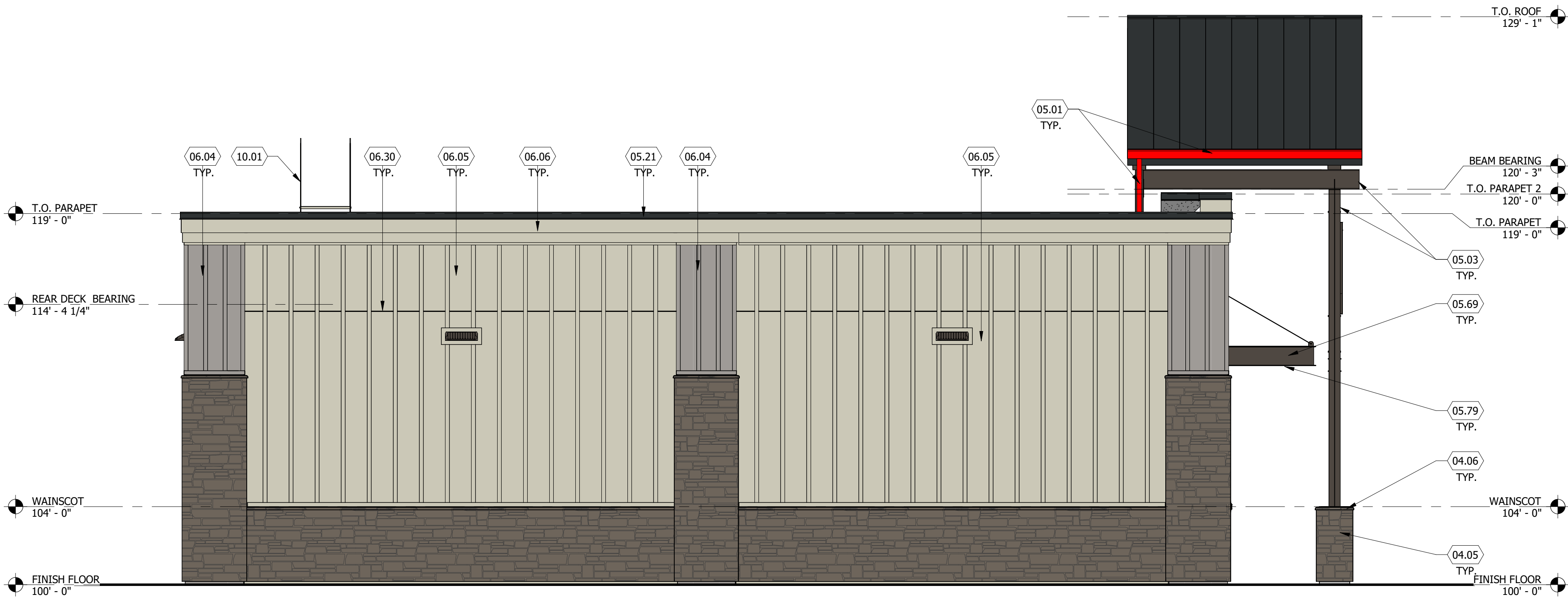
A-3 | PERSPECTIVE VIEWS



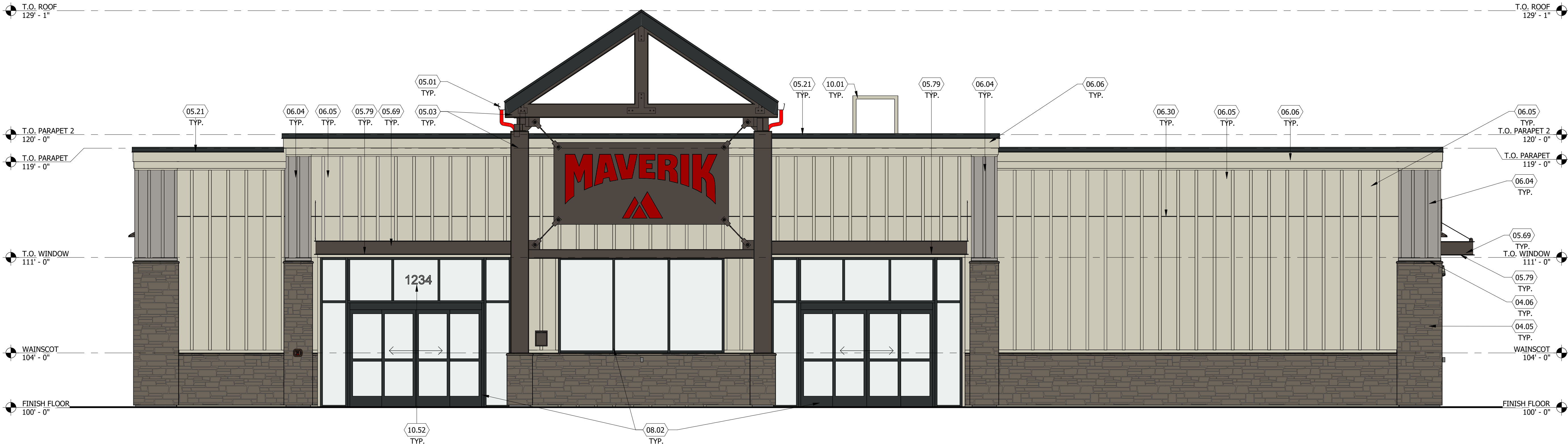


KEYED NOTES

- 04.05 CULTURED STONE VENEER, SKYLINE, COUNTRY LEDGESTONE
- 04.06 CULTURED STONE VENEER CAP, SKYLINE, COUNTRY LEDGESTONE
- 05.01 PRE-FINISHED GUTTER AND DOWNSPOUT, BRITE RED
- 05.03 PAINTED STEEL, BLACK FOX
- 05.21 PRE-FINISHED METAL COPING, COLOR MIDNIGHT BRONZE
- 05.69 STEEL AWNING, COLOR P-9
- 05.79 3/4" METAL SOFFIT, COMMERCIAL GRADE. COLOR: PAINTED BLACK FOX SW 7020
- 06.04 FIBER CEMENT BOARD & BATTEN SIDING, BB-2
- 06.05 FIBER CEMENT BOARD & BATTEN SIDING, BB-1
- 06.06 FIBER CEMENT TRIM BB-3
- 06.30 HORIZONTAL JOINT IN SIDING
- 08.02 ALUMINUM STOREFRONT SYSTEM, DARK BRONZE
- 10.01 ROOF ACCESS LADDER W/ SECURITY GATE, SEE DETAIL 1/A5.11. POWDER COATED COLOR TO MATCH SIDING BB-1
- 10.52 BUILDING ADDRESS SIGNAGE. VERIFY LOCATION WITH LOCAL CODE OFFICIAL(S) PRIOR TO INSTALLATION



2 LEFT ELEVATION  
SCALE: 1/4" = 1'-0"



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

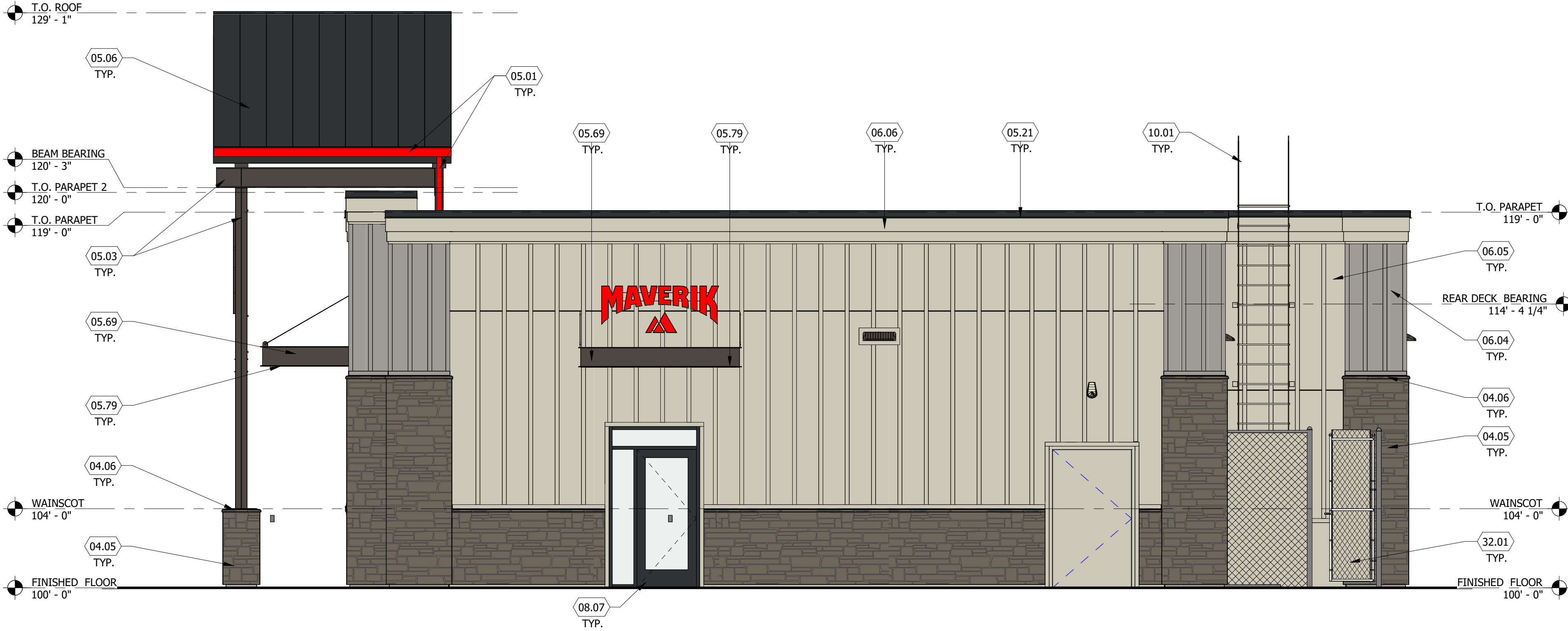
PROPOSED MAVERIK C-STORE

Prototype Version: 40\_R\_RR\_2202  
Building Square Footage: 4,425 SF  
Construction Type/Occupancy Classification: V-B / M  
A-4 | EXTERIOR ELEVATIONS

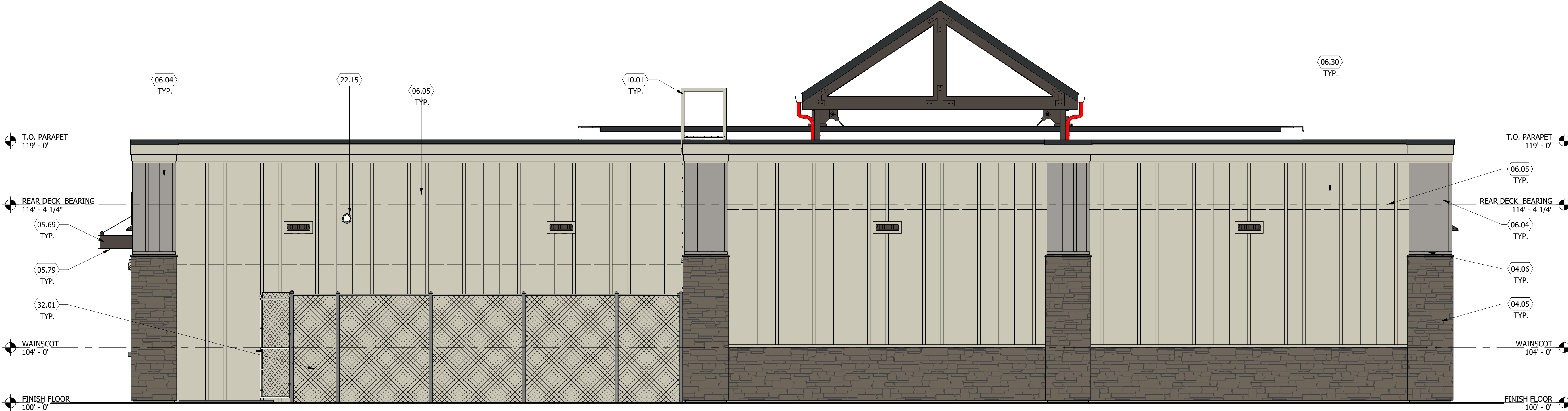


KEYED NOTES

- 04.05 CULTURED STONE VENEER, SKYLINE, COUNTRY LEDGESTONE
- 04.06 CULTURED STONE VENEER CAP, SKYLINE, COUNTRY LEDGESTONE
- 05.01 PRE-FINISHED GUTTER AND DOWNSPOUT, BRITE RED
- 05.03 PAINTED STEEL, BLACK FOX
- 05.06 MBCI PRE-FINISHED METAL ROOF, 1 3/4" STANDING SEAM, MIDNIGHT BRONZE
- 05.21 PRE-FINISHED METAL COPING, COLOR MIDNIGHT BRONZE
- 05.69 STEEL AWNING, COLOR P-9
- 05.79 3/4" METAL SOFFIT, COMMERCIAL GRADE. COLOR: PAINTED BLACK FOX SW 7020
- 06.04 FIBER CEMENT BOARD & BATTEN SIDING, BB-2
- 06.05 FIBER CEMENT BOARD & BATTEN SIDING, BB-1
- 06.06 FIBER CEMENT TRIM BB-3
- 06.30 HORIZONTAL JOINT IN SIDING
- 08.07 DOOR, SEE SCHEDULE
- 10.01 ROOF ACCESS LADDER W/ SECURITY GATE, SEE DETAIL 1/A5.11. POWDER COATED COLOR TO MATCH SIDING BB-1
- 22.15 ROOF OVERFLOW DRAIN SCUPPER, SEE PLUMBING DRAWINGS
- 32.01 CHAIN LINK FENCE WITH PRIVACY SLATS. COLOR TO MATCH BUILDING FIELD COLOR



2 RIGHT ELEVATION  
SCALE: 1/4" = 1'-0"



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

PROPOSED MAVERIK C-STORE

Prototype Version: 40\_R\_RR\_2202  
Building Square Footage: 4,425 SF  
Construction Type/Occupancy Classification: V-B / M  
A-5 | EXTERIOR ELEVATIONS







BB-1 Fiberboard -  
Worldly Gray

BB-2 Fiberboard -  
Gauntlet Gray

BB-3 Fiberboard -  
Worldly Gray



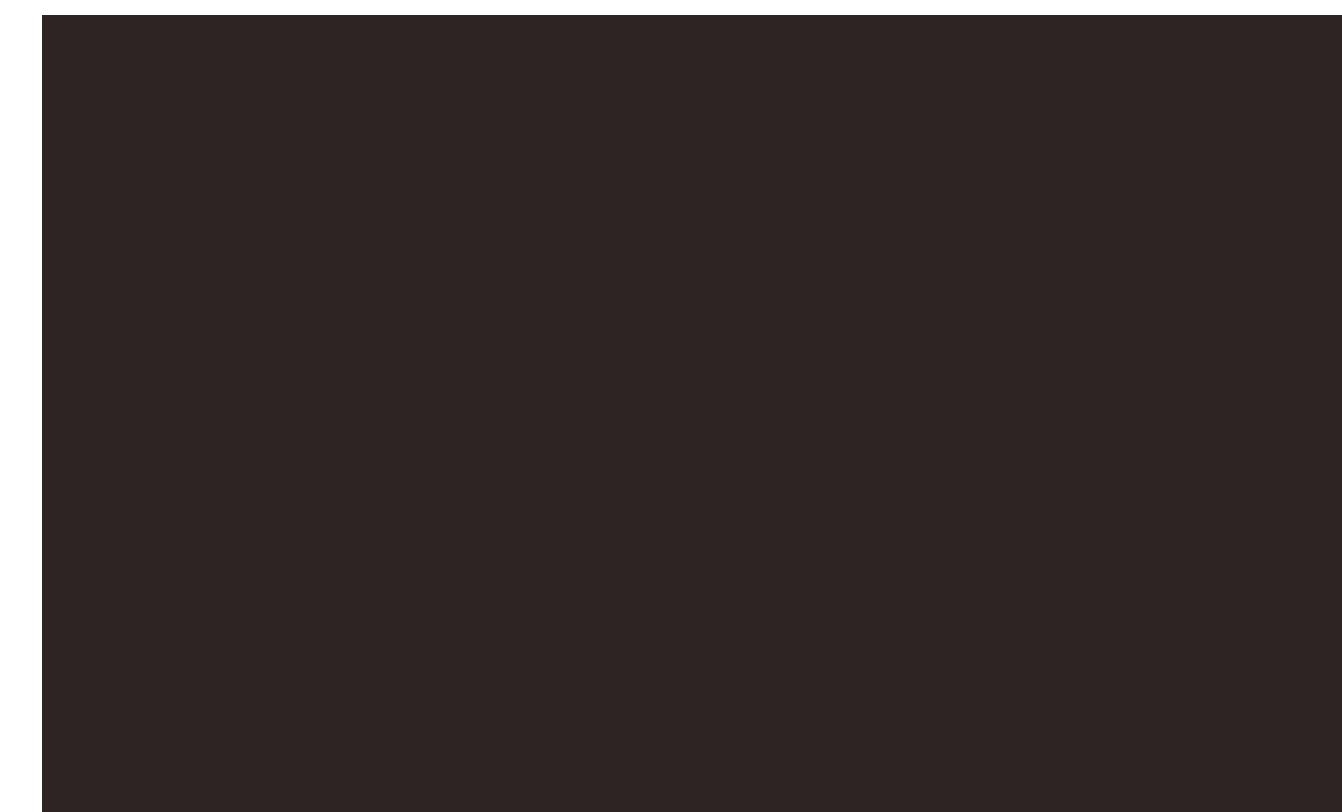
Cultured Stone - Skyline, Country LedgeStone



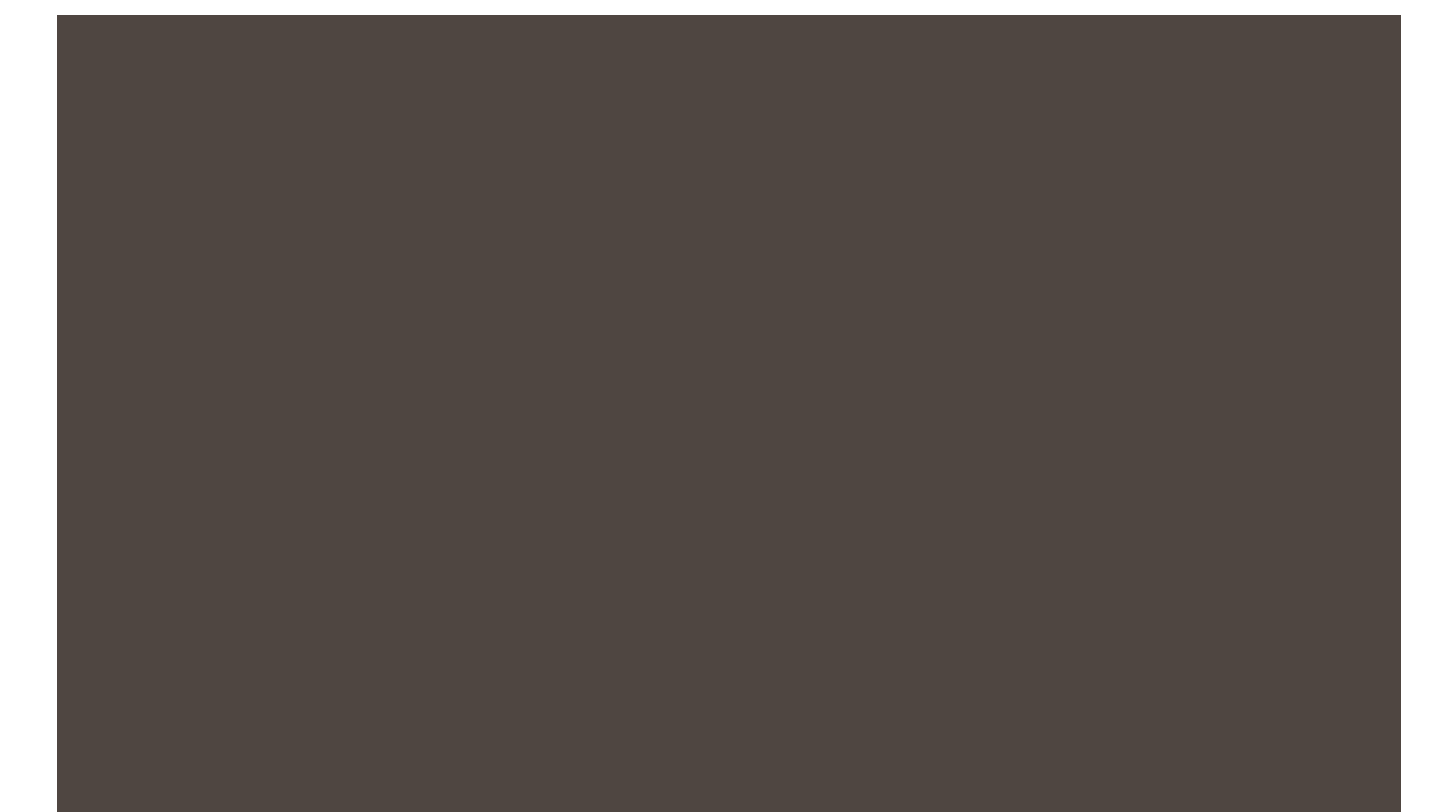
C-1 MBCI Midnight Bronze



C-2 MBCI Brite Red



Anodized - Dark Bronze



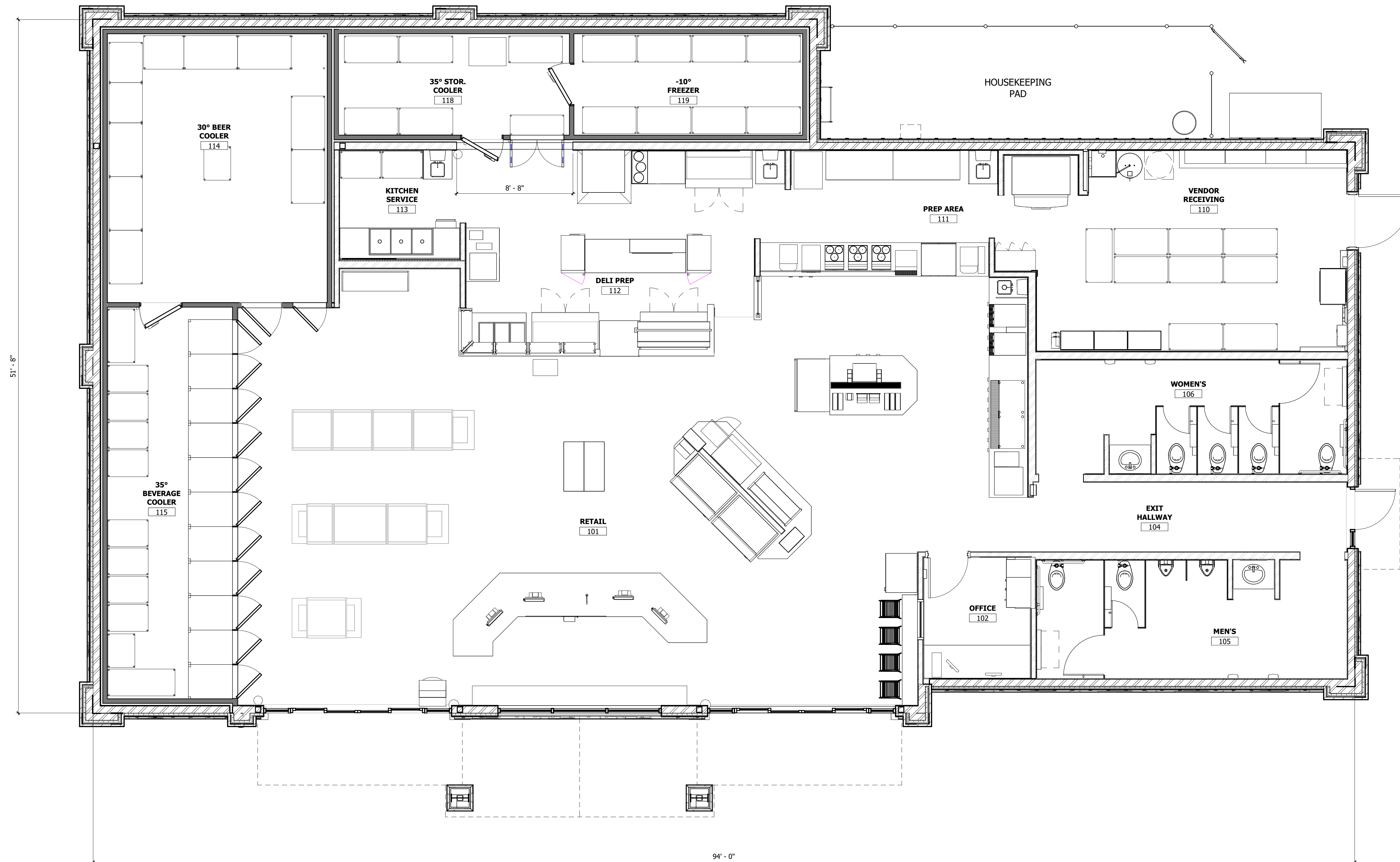
Paint - Black Fox

## PROPOSED MAVERIK C-STORE

Prototype Version: 40\_R\_RR\_2202  
Building Square Footage: 4,425 SF  
Construction Type/Occupancy Classification: V-B / M

A-7 | EXTERIOR MATERIALS BOARD





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

# PROPOSED MAVERIK C-STORE

Prototype Version: 40\_R\_RR\_2202  
 Building Square Footage: 4,425 SF  
 Construction Type/Occupancy Classification: V-B / M  
 A-1 | FLOOR PLAN

# PROPOSED MAVERIK C-STORE

**NOTE:**  
FUEL CANOPY DRAWINGS PROVIDED ARE  
CONCEPTUAL, AND MAY VARY FROM SITE TO SITE.

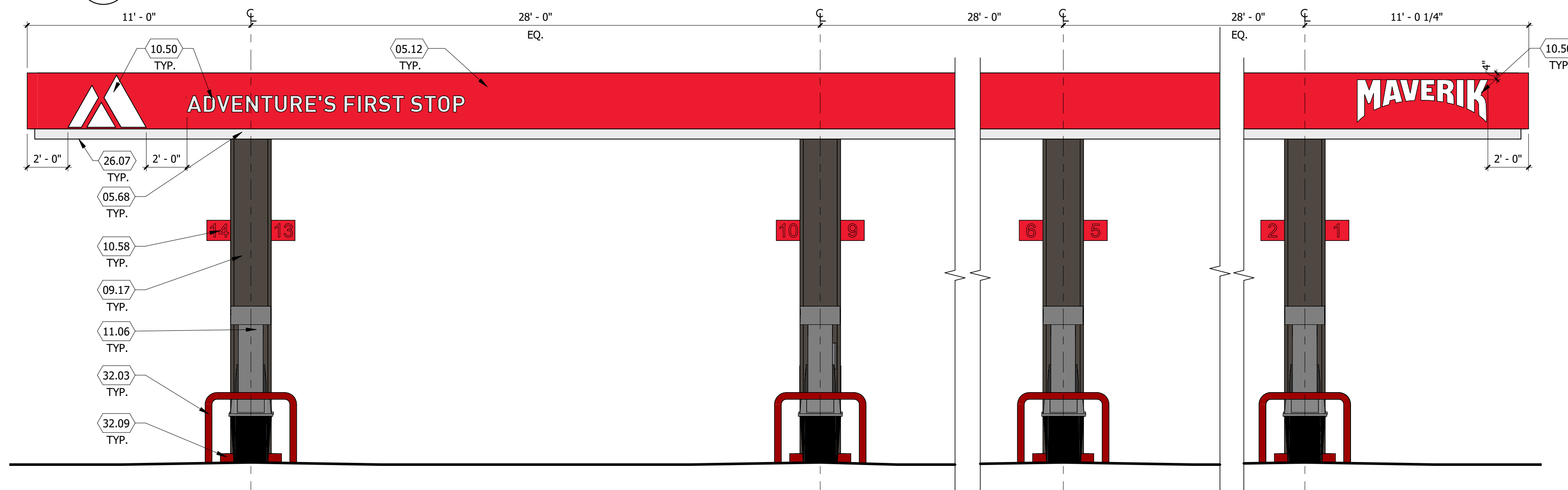
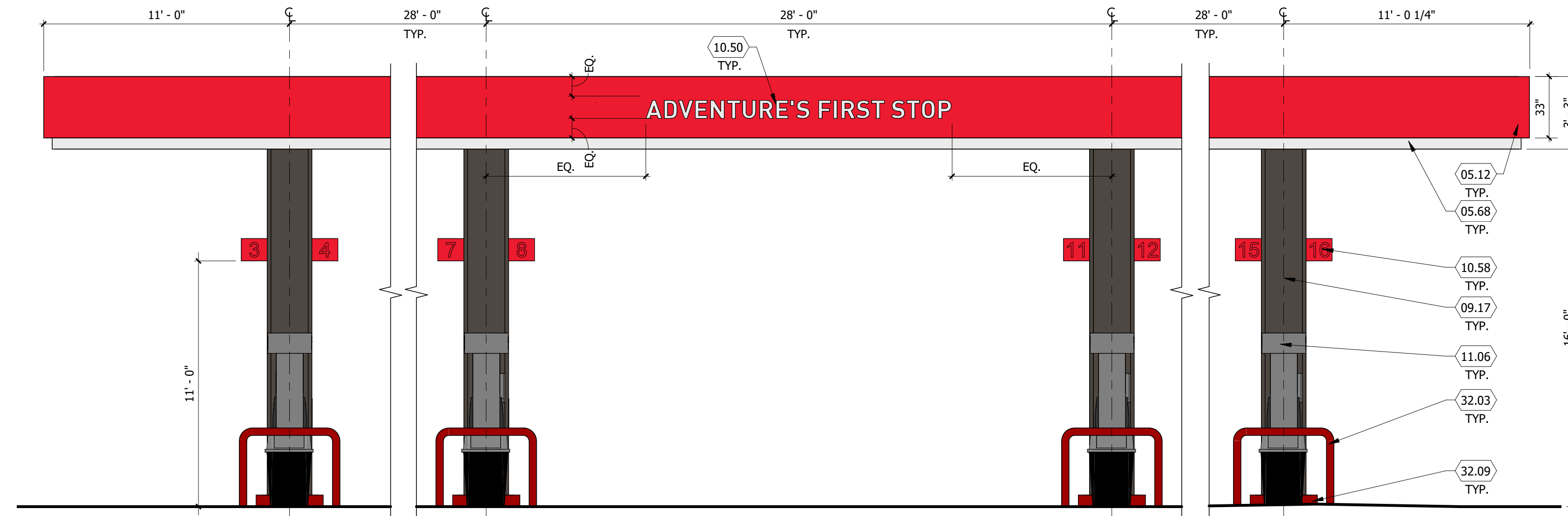
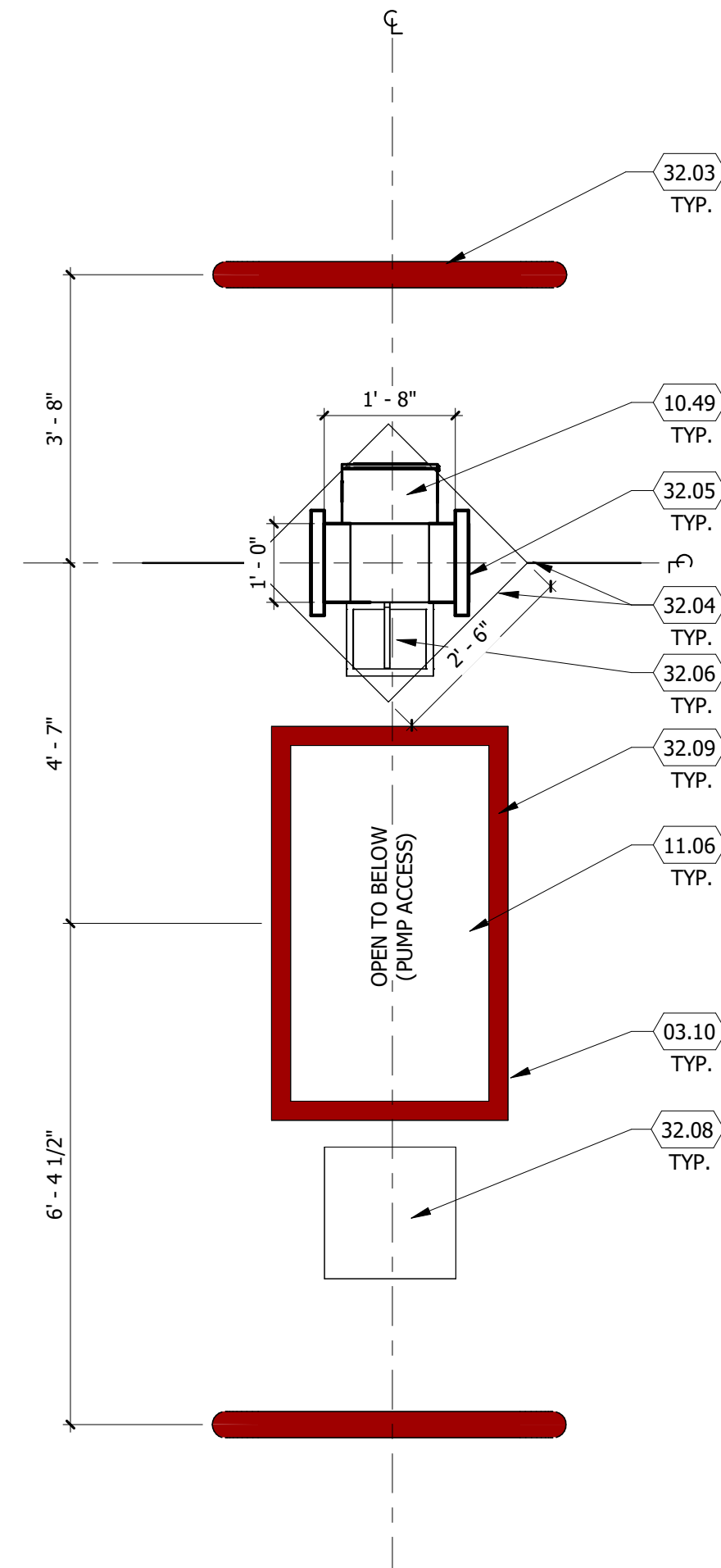
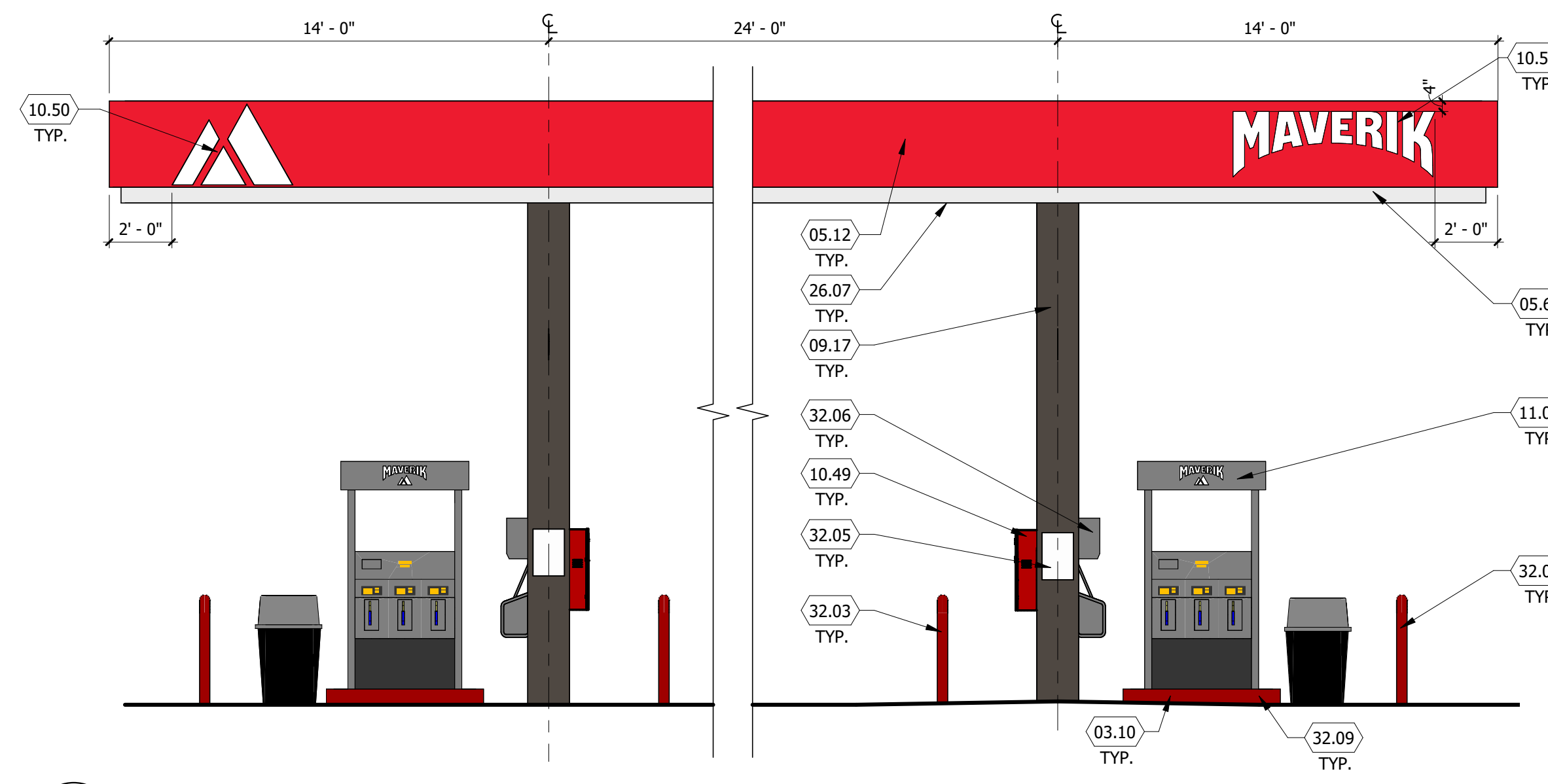
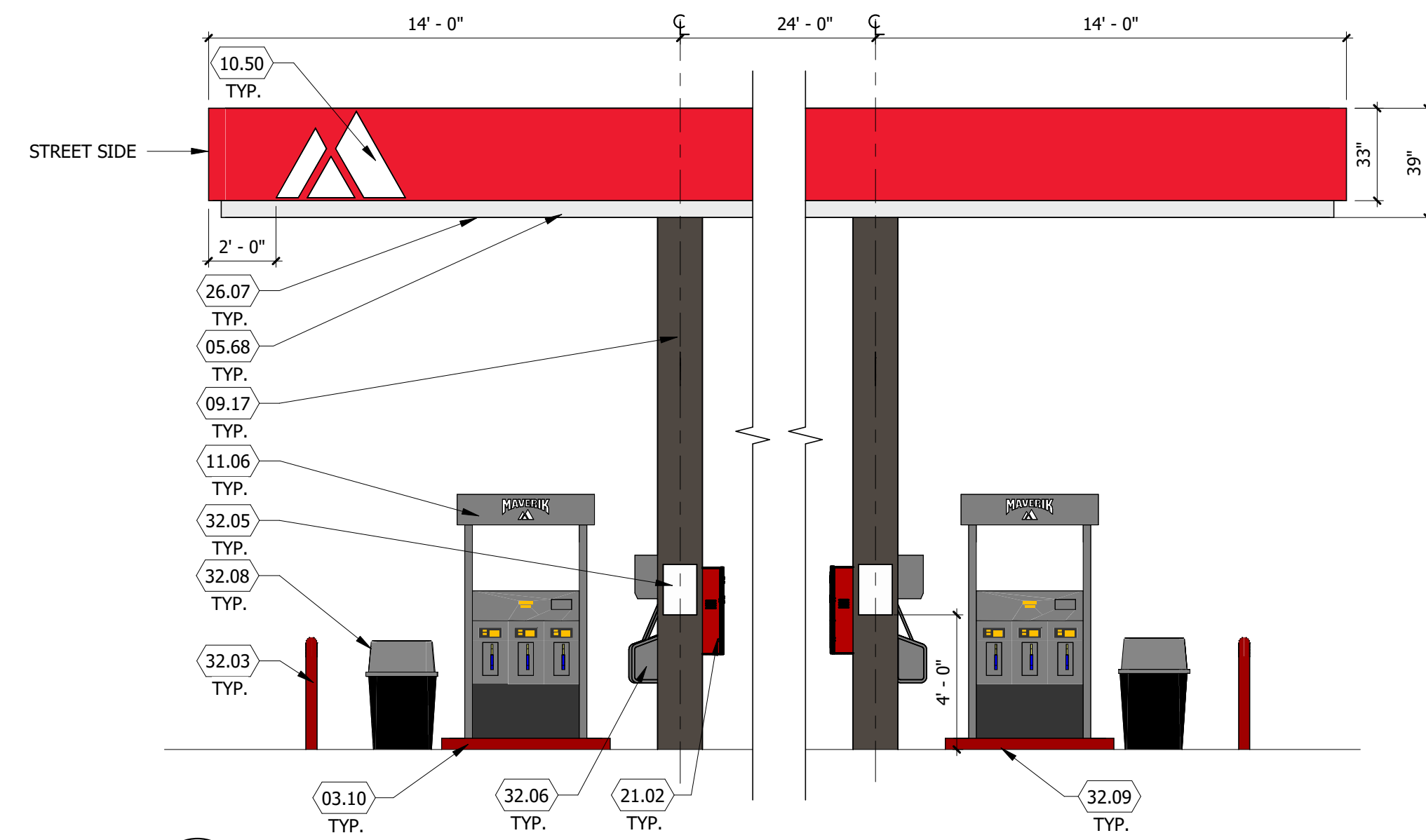
Prototype Version: 40\_R\_RR\_2202  
Building Square Footage: 4,425 SF  
Construction Type/Occupancy Classification: V-B / M

A-6 | CANOPY ELEVATIONS



## KEYED NOTES

- 03.10 6" MIN. RAISED CONCRETE ISLAND W/ TOOLED EDGES AND CORNERS. VERIFY SIZE W/ DISPENSER SUPPLIER +/-5'-0" X 3'-0" (NO METAL FORM). ACCESSIBLE ISLAND TO BE 6"; SEE CIVIL DRAWINGS FOR LOCATION
- 05.12 ALUMINUM COMPOSITE METAL PANEL, EASTMAN RED
- 05.68 ALUMINUM COMPOSITE METAL PANEL, WHITE
- 09.17 PANEL COLUMN CLADDING, COLOR TO MATCH P-9
- 10.49 4A-40 BC FIRE EXTINGUISHER W/ CASE, LOCATE WITHIN 75' OF ALL PUMPS, DISPENSERS, OR STORAGE TANK. LOCATION TO BE FINALIZED BY FIRE MARSHAL
- 10.50 SIGNAGE TO BE COORDINATED BY FUEL CANOPY CONTRACTOR WITH OWNER
- 10.58 FUEL DISPENSER NUMBER FLAG; OWNER FURNISHED. SEE FUEL DISPENSER DRAWINGS FOR DISPENSER NUMBERING
- 11.06 DISPENSING STATION (BY OTHERS)
- 21.02 SURFACE MOUNTED FIRE EXTINGUISHER AND CABINET, PROVIDE 1 EXTINGUISHER FOR EVERY 2 COLUMNS
- 26.07 ALL LIGHT FIXTURES (NOT SHOWN) TO BE FLUSH MOUNTED WITHIN THE DECK PANEL SOFFIT (SOFFIT COLOR P-7). SEE ELECTRICAL AND FUEL DISPENSING DRAWINGS
- 32.03 4" DIAMETER "U" BOLLARD, SET AND FILLED W/ CONCRETE, SEE CIVIL DRAWINGS. PAINTED P-4
- 32.04 EXPANSION JOINTS, TO BE FILLED W/ "JET FUEL RESISTANT" SEALANT, SEE CIVIL DRAWINGS
- 32.05 SIGNAGE, BY OWNER, TO COMPLY WITH IFC 2305.6 AND POSTED ON EACH SIDE OF COLUMN
- 32.06 S.S.I. (WINDOW WASH/PAPER TOWEL) PROVIDED BY OWNER INSTALLED BY CONTRACTOR, MOUNTED TO COLUMN PER ADA REQUIREMENTS (4'-0" MAX A.F.F. TO PAPER TOWEL FOLD)
- 32.08 TRASH CONTAINER, PROVIDED BY OWNER
- 32.09 PAINT CONCRETE CURB EDGE P-4, SEE SCHEDULE ON SHEET A6.03



2 CANOPY COLUMN PLAN  
SCALE: 1/2" = 1'-0"

1 FUEL DISPENSING CANOPY - STREET SIDE ELEVATION  
SCALE: 1/4" = 1'-0"

3 FUEL DISPENSING CANOPY - BUILDING SIDE ELEVATION  
SCALE: 1/4" = 1'-0"

4 FUEL DISPENSING CANOPY - END ELEVATION  
SCALE: 1/4" = 1'-0"

5 FUEL DISPENSING CANOPY - END ELEVATION  
SCALE: 1/4" = 1'-0"

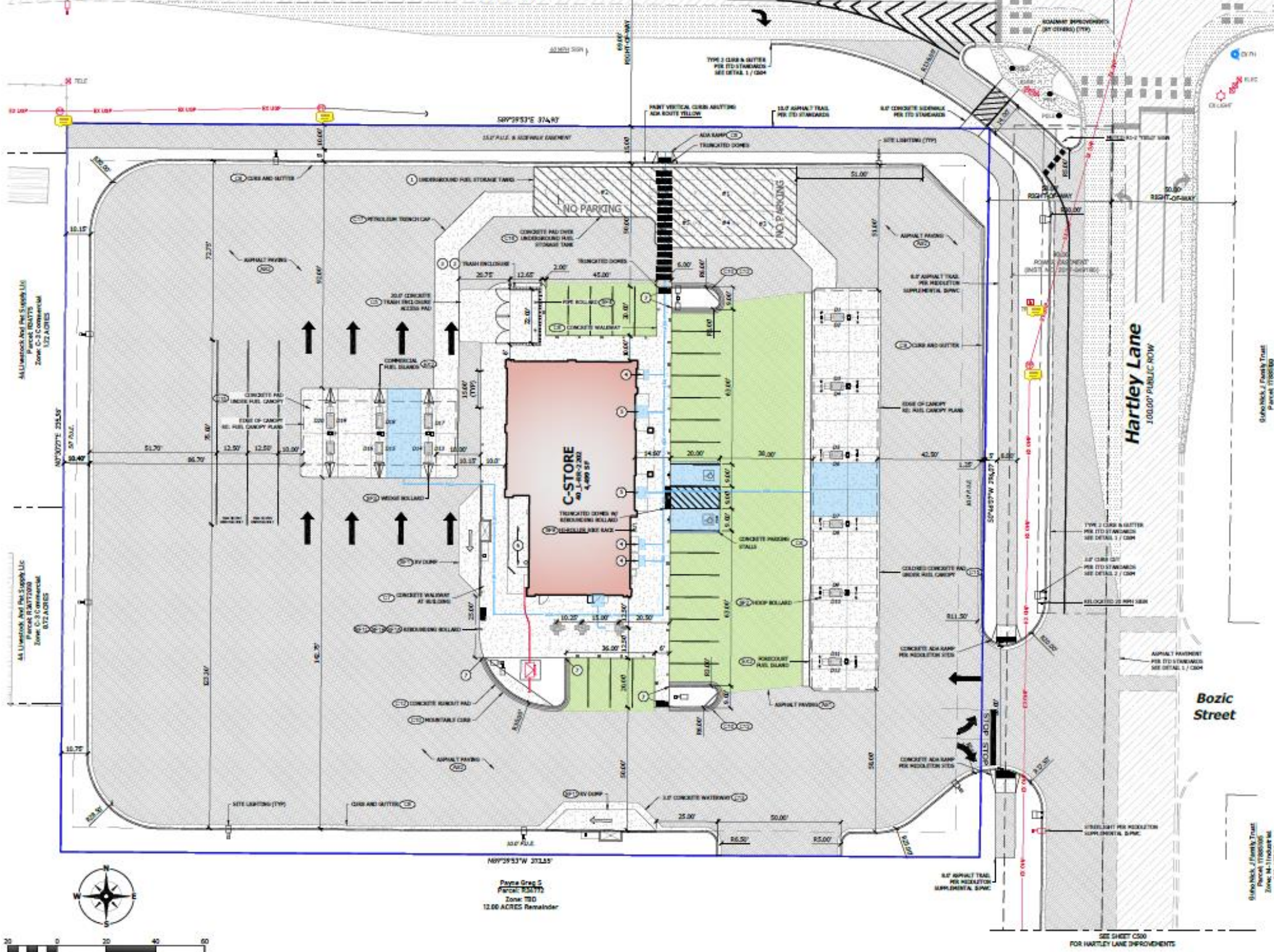
EXHIBIT "B"

SITE PLAN





W Main St  
STATE HIGHWAY 44  
TID R.O.W. (VARIES)



### General Notes

1. UNDERGROUND STORAGE TANK FILL, FUEL TRENCH, AND FUEL ISLAND DIMENSIONS AND LOCATIONS PER FUELING PLANS.
2. TANK EXCAVATION DIMENSIONS AND UNDERGROUND STORAGE TANK FILL DIMENSIONS ARE PER FUELING PLANS.
3. SPACE REINFORCING BOLLARDS AT 12' O.C. AT PERIMETER OF STONE WHERE NO PARKING IS PROVIDED.
4. NO STRUCTURES SHALL BE CONSTRUCTED OR INSTALLED IN AN EASEMENT AND ANY PERCHES, LANDSCAPING OR ANY OTHER STRUCTURES CONSTRUCTED OR INSTALLED IN AN EASEMENT MAY BE REMOVED BY THE CITY AND UTILITY COMPANIES, AND REPLACED AT THE LANDOWNER'S EXPENSE.

### Key Notes

1. PAINT TWO PARKING AND EASEMENT STRIPES OR PAD OVER UNDERGROUND FUEL STORAGE.
2. TRASH ENCLOSURE, REFERENCE ARCHITECTURAL PLANS.
3. ENCLOSURE FOUNDATION, REFERENCE STRUCTURAL PLANS.
4. 2' x 4' ADA LANDINGS, NOT TO EXCEED GREATER THAN 1.5% IN ANY DIRECTION.
5. 20' x 40' ADA LANDINGS, NOT TO EXCEED GREATER THAN 1.5% IN ANY DIRECTION.
6. REINFORCING PAD, REFERENCE STRUCTURAL PLANS.
7. CURB TRANSITION, TYP.

### Fuel Tank Sizing

1. 25K UNDERGROUND GASOLINE
2. 25K DIESEL #2
3. 40 STANDING-PALE GASOLINE
4. 40 STANDING-PALE DIESEL
5. 50 DEF

NOTE: TANK AND FUEL INFORMATION SHOWN FOR REFERENCE ONLY. REFERENCE FUEL DISPENSING PLANS FOR FULL DESIGN.

### Pavement Quantities

ASPHALT: 10.0% SP  
CONCRETE: 20.0% SP

### Legend

- ADA ROUTE - NOT TO EXCEED A RUNNING SLOPE GREATER THAN 4.5% OR CROSS SLOPE GREATER THAN 1.5%.
- ADA AREA - NOT TO EXCEED SLOPE GREATER THAN 1.5% IN ANY DIRECTION.
- AREA OF MODERATE DUTY. ALL OTHER ASPHALT PAVEMENT OUTSIDE OF ENCLOSED AREA CONSIDERED HEAVY DUTY.
- MOUNTABLE CURB, SEE DETAIL C03 / C01
- SPILL CURB, SEE APPLICABLE CURBING DETAIL.

### Site Data

LOCATION: MIDDLETON, CANYON COUNTY, IDAHO  
ZONING: C-2 COMMERCIAL  
LAND USE: GAS STATION / CONVENIENCE STORE  
PROPERTY SIZE: 10.00 AC  
AREA TO BE DEVELOPED: 10.00 AC  
REMAINDER: 0.00 AC  
BUILDING FOOTPRINT: 4,400 SF (4,400 SF)  
FLOOR SURFACE AREA: 16,774 SF (16,774 SF)  
LANDSCAPE AREA: 6,126 SF (6,126 SF)  
PARKING: 15 SPACES / 100 SF  
4,400 SF / 100 SF = 44 SF STALLS REQUIRED  
33 STALLS PROVIDED  
INCLUDES 1 ADA + 1 VAN ADA  
2 BICYCLE PARKING PROVIDED

### Notice To Contractors

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 SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENTS CAN BE MADE. IF ANY CONTRACTOR/COMPANIES ALSO, 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.

**HUNT · DAY**  
3445 Antelope Drive, Ste 200  
Syracuse, UT 84075  
PH: 801.664.4724  
EM: Thomas@HuntDay.co

**MAVERIK**  
PROJECT TITLE  
HIGHWAY 44 & HARTLEY LANE  
MIDDLETON, CANYON COUNTY, IDAHO

REVISION	DATE	DESCRIPTION
1	10-13-23	CITY OWNER COMMENTS
2	06-21-23	INITIAL SUBMITTAL TO CITY
3		
4		
5		



**VERIFY SCALES**  
BASE IS ONE INCH ON ORIGINAL DRAWING  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**PROJECT INFO**  
Engineer: T. Hunt  
Drawn: T. Prokoren  
Date: 04 / 12 / 2023  
Proj. No.: 100 - 10

**Proposed Site Plan**

**C200**





Applicants: Greg Payne, Todd Meyers, GP3 Hartley LLC, and Alan Mills for annexation/rezone and development agreement with respect to vacant parcels that equal 14.73 acres and are located at 0 Hwy 44, Middleton, Idaho

January 8, 2024 - Planning & Zoning Public Hearing

Please check

Name	Applications by Greg Payne,	Phone or Email	Please check			
			In Favor	Neutral	Opposed	Testify
AL						
ALAN MILLS		mills.cov.ea/ty@msn.com	X			X
<del>TODD MEYERS</del>		<del>todd.meyers@middletonidaho.com</del>	<del>X</del>			<del>X</del>
MICHEL GARNETT		208-527-6227				
Todd + Carolyn Larson		208-559-8436			X	X
DAVID LUIZ		208-810-1811		X		
Janet Gibson		on file		X		X

[illegible]

# Zoning

R-1 43,560 sq. ft.

R-2 21,780 sq. ft.

R-3 14,520 – 21,780 sq. ft.

Minimum lot size allowed for R-3 (8,000 sq. ft.)

R-4 10,890 sq. ft.

R-5 8,712 sq. ft.

Gross vs. buildable

8 houses per acre 5,445 sq. ft.

## Zoning

Gross acres vs. buildable acres (building on streets, sidewalks, easements, ditches, or wet lands is not allowed) but now developers are allowed that acreage in the calculation of the number of homes per acre.

- R-3 minimum lot size currently is 8,000 sq. ft. (should be increased to 14,520 sq. ft.)
- If you want smaller lots the following should be added to code:
  - R-4 should be 10,890 sq. ft.
  - R-5 should be 8,712 sq. ft.
  - R-6 should be 7,260 Sq. Ft.
  - R-7 should be 6,222 sq. ft.
- Variances should only be allowed on a very limited basis and not to be used as a tool to increase profit for the developer.
- Mixed Use should follow the existing 5.4.1 Table 2 (height, setback, and coverage schedule).
- Mixed Use allows for multiple types of housing (i.e. Single family, townhouses, etc. in same area) and appears Height, Setback & Coverage Table is used for entire development instead of zoning separately for single family and townhouses giving developer more freedom to minimize single family housing setbacks.
- Footnotes listed on current Table 2, 5.4.1 seem like another way of making exceptions to the code.



- No setbacks on townhomes as per Ordinance 659, 5.4.1, Table 1, Section 8 which was recently amended as follows: Each single family dwelling, attached structure ("Townhome/Condominium" structure may not contain more than six (6) individual dwelling units).
- Development Agreement should expire after two (2) years. Additional years should be highly scrutinized by the Planning and Zoning and City Council.
- All Development Agreements should follow the property. Future buyers cannot change what has been agreed to by the previous owners/developers.

Mike Graefe

1889 Ridge Way

Middleton, Id

208-527-6227

04/14/22

R-1

43,560 sq ft.

R-2

21,780 sq ft.

21,780 sq ft.

R-3

#5

14,520 sq  
ft.

14,520 sq  
ft.

14,520 sq  
ft.



# of lots allowable  
under current R-3  
@ 8,000 sq ft. minimum  
lot size

8,712 sq  
ft.

8,712 sq  
ft.

8,712 sq  
ft.

8,712 sq  
ft.

8,712 sq  
ft.

2014 R-3

5662  
08 ft.

5662  
38 ft.

5662  
38 ft.

5662  
08 ft.

5662  
08 ft.

5662  
08 ft.

5662  
08 ft.