

MASTER APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



PROPERTY OWNER	OWNER NAME: <u>Linda L. Bowery and Charles D. Bowery Jr.</u>
	MAILING ADDRESS: <u>6019 Stamm Ln, Nampa, ID 83687</u>
	PHONE: [REDACTED]

I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If owner(s) are a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.

Signature: Linda Bowery Date: 2/21/23

(AGENT) ARCHITECT ENGINEER BUILDER	CONTACT NAME: <u>n/a</u>
	COMPANY NAME:
	MAILING ADDRESS:
	PHONE: _____ EMAIL: _____

SITE INFO	STREET ADDRESS: <u>6019 Stamm Ln., Nampa, ID 83687</u>	
	PARCEL #: <u>R24645</u>	LOT SIZE/AREA: <u>1.05 Acre</u>
	LOT: _____ BLOCK: <u>5</u>	SUBDIVISION: <u>Nampa Apple Orchard</u>
	QUARTER: <u>SE</u>	SECTION: <u>18</u> TOWNSHIP: <u>3N</u> RANGE: <u>1W</u>
	ZONING DISTRICT: _____	FLOODZONE (YES/NO): <u>No</u>

HEARING LEVEL APPS	<input type="checkbox"/> CONDITIONAL USE	<input type="checkbox"/> COMP PLAN AMENDMENT	<input checked="" type="checkbox"/> CONDITIONAL REZONE
	<input type="checkbox"/> ZONING AMENDMENT (REZONE)	<input type="checkbox"/> DEV. AGREEMENT MODIFICATION	<input type="checkbox"/> VARIANCE > 33%
	<input type="checkbox"/> MINOR REPLAT	<input type="checkbox"/> VACATION	<input type="checkbox"/> APPEAL
	<input type="checkbox"/> SHORT PLAT SUBDIVISION	<input type="checkbox"/> PRELIMINARY PLAT SUBDIVISION	<input type="checkbox"/> FINAL PLAT SUBDIVISION

DIRECTORS DECISION APPS	<input type="checkbox"/> ADMINISTRATIVE LAND DIVISION	<input type="checkbox"/> EASEMENT REDUCTION	<input type="checkbox"/> SIGN PERMIT
	<input type="checkbox"/> PROPERTY BOUNDARY ADJUSTMENT	<input type="checkbox"/> HOME BUSINESS	<input type="checkbox"/> VARIANCE 33% >
	<input type="checkbox"/> PRIVATE ROAD NAME	<input type="checkbox"/> TEMPORARY USE	<input type="checkbox"/> DAY CARE
	<input type="checkbox"/> OTHER _____		

CASE NUMBER: <u>CR2023-0005</u>	DATE RECEIVED: <u>3/9/2023</u>
RECEIVED BY: <u>Sage H</u>	APPLICATION FEE: <u>\$1,400.00</u> <input checked="" type="checkbox"/> MO <input type="checkbox"/> CC <input type="checkbox"/> CASH

Letter of Intent Conditional Rezone

March 8, 2023

To: Canyon County Development Services Department
Re: Conditional Rezone – Parcel #R24645

To Whom It May Concern,

We are submitting this Letter of Intent along with our master application for a Conditional Rezone of our property at 6019 Stamm Ln, Nampa, ID 83687. Due to our recent receipt of Notice of Violation, we were made aware that we are currently zoned Rural Residential (RR) and that we are in violation of the Staging Area portion of the code. This is due to parking our 6 box trucks for our business, CBI Insulation (CBI), and our employee vehicles in our lower parking lot.

We were unaware that we were violating any codes, as we specifically purchased this property almost 2 years ago and have been using it for our trucks and employee vehicles since that time. The prior owners also used this property for business activities. We also reside in our personal home on the property.

We believe that a Conditional Rezone of our parcel is completely consistent with the future zoning in this area. The 2040 Nampa Comprehensive Plan shows a rezoning of this entire area to a zoning description that allows for mixed use.

Our request will not impact the character of the area. There are no agricultural or basic rural areas close to us any longer. Also, as mentioned above, we have been using this property for our business parking for almost 2 years. There are multiple other businesses in the immediate surrounding area, most of which have company vehicles, employee vehicles, etc. at them at times during the day.

CBI does not perform any retail or wholesale activities from this property, nor make any excessive noise. The most noise made is the opening and closing of the doors, and the truck/vehicle start-ups. Our standard working hours for our employees are 6:30 a.m. to approximately 4:30 p.m. We set these hours so that we could avoid any high traffic times along Stamm Lane. The employees arrive in the morning, park their personal vehicles in our lot, and take the CBI Insulation box trucks and leave for the day returning after work and leaving.

As far as adequate facilities (i.e. sewer, water, irrigation, utilities) are concerned, none of these are required for the parking lot. We have a shop on the lot that has a restroom in it for any sanitary needs our employees may have while picking up the company vehicles.

We have full legal access to our property. We have 3 entrances, 2 of which are designated for our employees and entry/exit of our trucks. Upon purchase of this property, we met with the Nampa Road Department to verify that we are “grandfathered” in to have our 3rd access for the parking area.

We will not need any public street improvements for adequate access that would minimize interference with Stamm Lane.

Upon approval by the County for a conditional re-zone, we should not need to make any further changes to our property. We have already made some significant improvements as follows:

*Upon purchase of this property, we installed a full perimeter, 5 foot tall solid vinyl fence with 3 gates in order to isolate the parking area from Stamm Lane**

*We also installed an electrical fixture on our property that helps to light up the area along Stamm in front of our property that shines directly on Stamm where the School Bus stop is – lighting the area for the children while they wait for the bus.

CBI is a business that we started in 2008, and it has been running successfully since that time. We strive to follow all laws and regulations, and would like to continue to use our personal property for staging/parking as we have been. Our success is partially due to our ability to keep our overhead costs down, which is why we purchased this property.


We held our neighborhood meeting on Tuesday, March 7, 2023. Out of 30 neighbors notified, 2 showed up and they both indicated they have absolutely no concerns with our use of the property.

CBI Insulation fulfills the needs of our close neighbors, customers and all clients by providing great service and we are involved both personally and with CBI in supporting the local community!

We would like to request that Canyon County allow us a conditional rezone of our property to a C1 so that we are no longer in violation of Code CCZO 07-10-27 for the parking/staging area. We appreciate your consideration on this matter.

If you have any questions or need anything further, please contact either Linda or Charles Bowery via email at [\[REDACTED\]](mailto: [REDACTED])

Respectfully,



Linda Bowery



Charles Bowery Jr

NEIGHBORHOOD MEETING SIGN-UP

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



NEIGHBORHOOD MEETING SIGN UP SHEET CANYON COUNTY ZONING ORDINANCE 507-01-15

Applicants shall conduct a neighborhood meeting for any proposed comprehensive plan amendment, zoning map amendment (rezone), subdivision, variance, conditional use, zoning ordinance map amendment, or other requests requiring a public hearing.

SITE INFORMATION

Site Address: <u>6019 Stamm Ln.</u>	Parcel Number: <u>R24645</u>
City: <u>Nampa</u>	State: <u>ID</u> ZIP Code: <u>83687</u>
Notices Mailed Date: <u>2-22-23</u>	Number of Acres: <u>1</u> Current Zoning: <u>RR</u>
Description of the Request: <u>Conditional Re-Zone to accommodate parking</u>	

APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: <u>Linda L. Bowery and Charles D. Bowery Jr.</u>
Company Name: <u>CBI Insulation</u>
Current address: <u>6019 Stamm Ln.</u>
City: <u>Nampa</u> State: <u>ID</u> ZIP Code: <u>83687</u>
Phone: [REDACTED] Fax: <u>n/a</u>
Email: [REDACTED]

MEETING INFORMATION

DATE OF MEETING: <u>3-7-2023</u>	MEETING LOCATION: <u>6019 Stamm Ln., Nampa</u> ^{Parking Lot}
MEETING START TIME: <u>5:30 p.m.</u>	MEETING END TIME: <u>6:11 p.m.</u>

ATTENDEES:

NAME (PLEASE PRINT)	SIGNATURE:	ADDRESS:
1. <u>JOHNNY HARVEY</u>	<u>[Signature]</u>	<u>5909 STAMM LN NAMPA ID 83687</u>
2. <u>Kaye Rhoads</u>	<u>[Signature]</u>	<u>5703 Stamm Lane Nampa ID</u>
3. <u>Linda Bowery</u>	<u>[Signature]</u>	<u>6019 Stamm Ln, Nampa ID 83687</u>
4. <u>Charles D Bowery Jr</u>	<u>[Signature]</u>	<u>6019 Stamm Ln, Nampa ID</u>
5.		
6.		
7.		
8.		
9.		

Name

Signature

Address

10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

NEIGHBORHOOD MEETING CERTIFICATION:

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accordance with Canyon County Zoning Ordinance § 07-01-15.

APPLICANT/REPRESENTATIVE (Please print):

Linda Bowery

APPLICANT/REPRESENTATIVE (Signature): Linda Bowery

DATE: 3 / 7 / 23

Notice of Neighborhood Meeting
Conditional Rezone
Pre-Application Requirement for a Public Hearing

February 21, 2023

Dear Friends and Neighbors,

Due to recent circumstances and Canyon County code requirements, we are in the process of submitting an application for a Conditional Rezone permit to Canyon County Development Services (DSD). One of the requirements necessary prior to submitting the application is to hold a “neighborhood meeting” and provide information to our surrounding neighbors (Canyon County Zoning Ordinance 07-01-15).

This meeting is for informational purposes and to receive any feedback from you as we move through the application process. This is not a Public Hearing before a governing body of the County. Once our application has been submitted and processed, a public hearing date will be scheduled. Prior to the scheduled date you will receive an official notification from the County DSD regarding the Public Hearing via postal mail, newspaper publication, and/or a display on the property for which the Conditional Rezone is applied.

The neighborhood meeting details are as follows:

Date: Tuesday, March 7, 2023
Time: 5:30 p.m.
Location: 6019 Stamm Ln, Nampa, ID 83687
Property Description: Parking Lot

The project is summarized below:

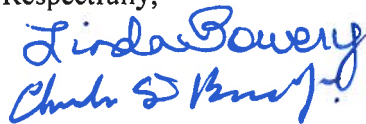
Site Location: 6019 Stamm Ln, Nampa, ID 83687
Proposed Access/Changes: None

We are applying for this rezone in order to meet the Canyon County code for parking lot for our company vehicles – changes to the property have previously been made over the last 2 years to accommodate this area

At their request, please do not call Canyon County Development Services regarding this meeting. This is a pre-application requirement only and we have not yet submitted an application for consideration.

We look forward to the neighborhood meeting and encourage you to attend especially if you have any questions or concerns. If you have any questions prior to the meeting, please contact either Linda or Charles Bowery via email at [REDACTED]

Respectfully,



Linda Bowery
Charles Bowery

PARCEL_NO	OwnerName	Address	City	State	ZipCode
✓ R27796510	SANFORD AMBER	1210 VIRGINIA CIR	NAMPA	ID	83687
✓ R24647010	HEPTON JOHN	913 N ROBINSON RD	NAMPA	ID	83687
✓ R24646	HARMAN PAUL	5723 STAMM LN	NAMPA	ID	83687
✓ R24644	HARVEY JOHNNY CURTIS @@	5909 STAMM LN	NAMPA	ID	83687
✓ R24657011	FELTON SHAWNA <i>KayeRhoads</i>	5703 STAMM LN	NAMPA	ID	83687
✓ R24643	HARMAN PAUL	5723 STAMM LN	NAMPA	ID	83687
✓ R24643010	DEKASTLE REUBEN J	5825 STAMM LN	NAMPA	ID	83687
✓ R27796512	IBARRA TONY TREJO	6120 STAMM LN	NAMPA	ID	83687
✓ R30490011	RAD HOMES LLC	8400 E HARPSTER CT	NAMPA	ID	83687
✓ R24655010	PERKINS LARA L	6040 E ORCHARD AVE	NAMPA	ID	83687
✓ R27796503	CASSELL DWIGHT F	1225 VIRGINIA CIR	NAMPA	ID	83687
✓ R30489	GARRINGER MATTHEW W	1301 N 59TH ST	NAMPA	ID	83687
✓ R24656010	CALDERON EFRAIN	5900 E ORCHARD AVE	NAMPA	ID	83687
✓ R27796509	CLAYTON RANDAL LORIN	1220 VIRGINIA CIR	NAMPA	ID	83687
✓ R24639	MAXFIELD TROY W	6107 STAMM LN	NAMPA	ID	83687
✓ R27796500	MONTGOMERY PHYLLIS A	1109 VIRGINIA CIR	NAMPA	ID	83687
✓ R30489012	APODACA TERESA	5808 STAMM LN	NAMPA	ID	83687-9564
✓ R24655012	MCNELIS EDWARD J	621 N ROBINSON RD	NAMPA	ID	83687
✓ R30489010A	WOODBURN BRYAN	1216 N 58TH ST	NAMPA	ID	83687
✓ R27796501	PRIETO MANUEL	817 LONG VALLEY ST	NAMPA	ID	83687
✓ R27796513	FOWBLE DEE ANNA	6100 STAMM LN	NAMPA	ID	83687
✓ R30490	HOLM BENJAMIN R	5824 STAMM LN	NAMPA	ID	83687
✓ R27796502	MC GOWN JOHN PATRICK	1211 VIRGINIA CIR	NAMPA	ID	83687
✓ R30489011	HARPER ED E	1215 N 59TH ST	NAMPA	ID	83687
✓ R30484	FONSECA GRACIELA	1208 N 59TH ST	NAMPA	ID	83687
✓ R30484010	VAN BUREN JOHN DARREL	1200 N 59TH ST	NAMPA	ID	83651
✓ R27796511	ASHFORD JOHN S	1124 VIRGINIA CIR	NAMPA	ID	83687
✓ R22989010B	MCFARLAND LIVING TRUST	1119 N 58TH ST	NAMPA	ID	83687
✓ R24657010	MILLS LARRY R	5822 E ORCHARD AVE	NAMPA	ID	83687
✓ R24645	BOWERY LINDA L	6019 STAMM LN	NAMPA	ID	83687
✓ R24642	FELTON SHAWNA <i>KayeRhoads</i>	5703 STAMM LN	NAMPA	ID	83687
✓ R24647	HEPTON JOHN R	913 N ROBINSON RD	NAMPA	ID	83687
✓ R30485	LANDERS MELVIN F JR	1112 N 59TH ST	NAMPA	ID	83687

Neighborhood Meeting

- List of neighbors that were sent meeting notice

- 31 letters total

- Kept copy of USPS receipt showing mailing of all letters

Neighborhood Notification Map

Parcel No. R24645

Buffer Distance 600 Feet

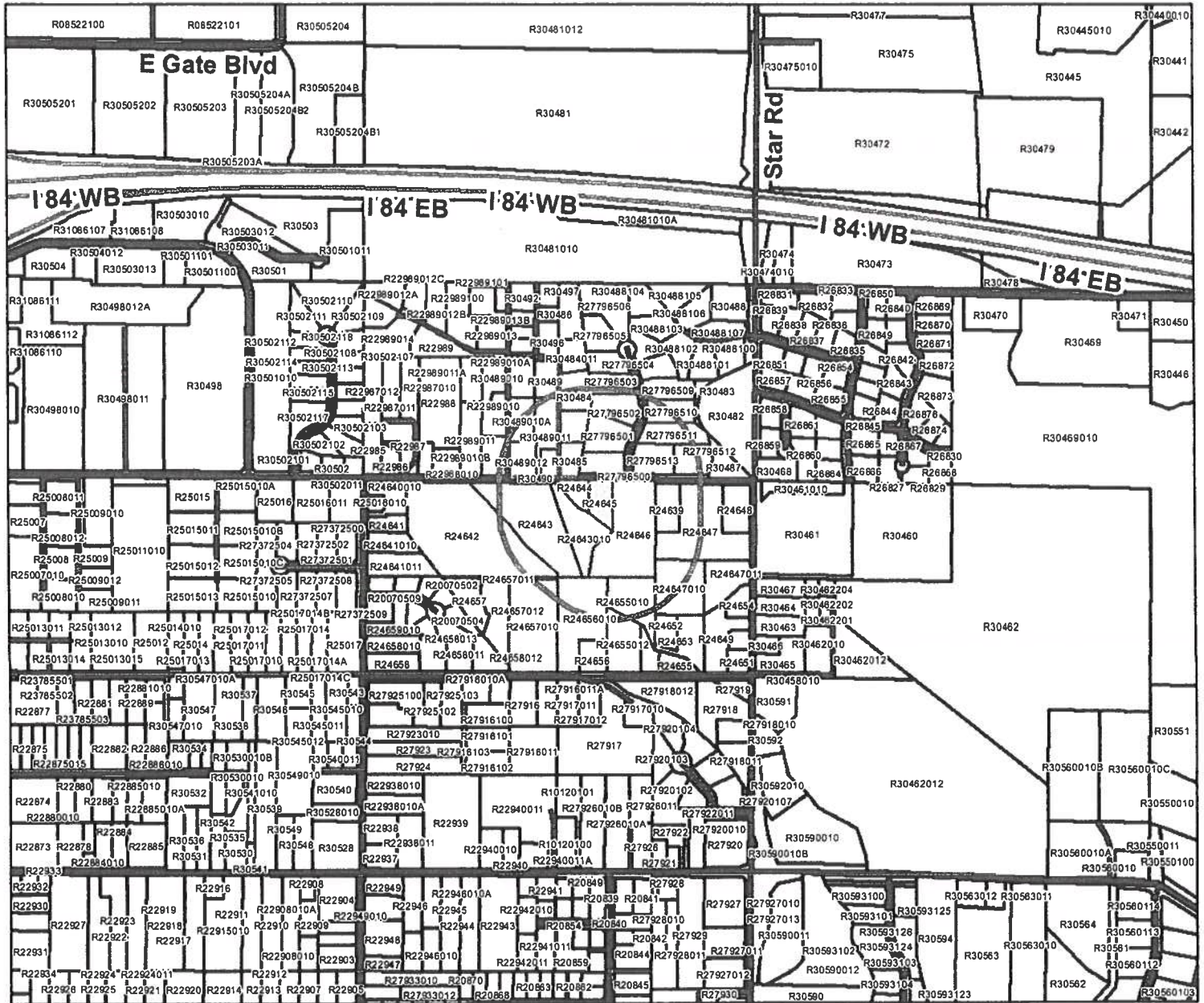
Canyon County
Development Services
111 North 11th Ave, #140
Caldwell, ID 83605



This map is for informational purposes only and does not suggest approval of the project.

Date: 2/17/2023
By: SHuggins

The neighborhood meeting shall be conducted prior to acceptance of the application. The neighborhood meeting shall not be conducted earlier than six (6) months prior to the acceptance of the application, and shall be held no sooner than ten (10) calendar days from the mailing of the notice of the neighborhood meeting.



Legend			
	NOTIFICATION BUFFER		Highway
	SUBJECT_PROPERTY		Interstate
	NOTIFIED PARCELS		Local Road
	TAX PARCELS		

SCALE 1 in = 1,000 feet
Map Scale 1:12,000

The maps are provided "as-is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the user accessing this information. Canyon County, ID makes no warranties, express or implied, as to the use of the maps. There are no implied warranties of merchantability or fitness for a particular purpose. The user acknowledges and accepts all inherent limitations of the maps, including the fact that the maps are dynamic and in a constant state of maintenance, correction and revision. The maps do not represent a survey. Neither Canyon County, ID nor its officers and employees assume any liability for the accuracy of the data delineated on any map. In no event shall the Canyon County, ID or its officers or employees be liable for any damages arising in any way out of the use of this information.

LAND USE WORKSHEET

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



Required for Conditional Use Permit, Comprehensive Plan and Zoning Ordinance Amendment Applications

PLEASE CHECK ALL THAT APPLY TO YOUR REQUEST:

GENERAL INFORMATION

1. DOMESTIC WATER: Individual Domestic Well Centralized Public Water System City

N/A – Explain why this is not applicable: not required for parking lot

How many Individual Domestic Wells are proposed? _____

2. SEWER (Wastewater) Individual Septic Centralized Sewer system

N/A – Explain why this is not applicable: not required for parking lot

3. IRRIGATION WATER PROVIDED VIA:

Surface Irrigation Well None

4. IF IRRIGATED, PROPOSED IRRIGATION:

Pressurized Gravity

5. ACCESS:

Frontage Easement Easement width _____ Inst. # _____

6. INTERNAL ROADS:

Public Private Road User's Maintenance Agreement Inst # _____

7. FENCING

Fencing will be provided (Please show location on site plan)

Type: vinyl-solid Height: 6' tall, 3 gates

8. STORMWATER:

Retained on site Swales Ponds Borrow Ditches

Other: n/a

9. SOURCES OF SURFACE WATER ON OR NEARBY PROPERTY: (i.e. creeks, ditches, canals, lake)

n/a

RESIDENTIAL USES

1. NUMBER OF LOTS REQUESTED:

- Residential _____ Commercial 1 Industrial _____
 Common _____ Non-Buildable _____

2. FIRE SUPPRESSION:

Water supply source: well

3. INCLUDED IN YOUR PROPOSED PLAN?

- Sidewalks Curbs Gutters Street Lights None

NON-RESIDENTIAL USES

1. SPECIFIC USE: Staging/Parking of CBI Box Trucks alternating with Employee vehicles

2. DAYS AND HOURS OF OPERATION:

- Monday _____ to 24 hrs
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday _____ to _____
 Saturday _____ to _____
 Sunday _____ to _____

Parking -
Box Trucks
5 p.m. → 7:00 a.m.
Employee Vehicles
7:00 a.m. → 5 p.m.

3. WILL YOU HAVE EMPLOYEES? Yes If so, how many? 9 No

4. WILL YOU HAVE A SIGN? Yes No Lighted Non-Lighted

Height: _____ ft Width: _____ ft. Height above ground: _____ ft

What type of sign: _____ Wall _____ Freestanding _____ Other

5. PARKING AND LOADING:

How many parking spaces? 6 truck, 9 car

Is there is a loading or unloading area? NO

ANIMAL CARE RELATED USES

1. MAXIMUM NUMBER OF ANIMALS: n/a

2. HOW WILL ANIMALS BE HOUSED AT THE LOCATION? n/a
 Building Kennel Individual Housing Other _____

3. HOW DO YOU PROPOSE TO MITIGATE NOISE? n/a
 Building Enclosure Barrier/Berm Bark Collars

4. ANIMAL WASTE DISPOSAL n/a
 Individual Domestic Septic System Animal Waste Only Septic System
 Other: _____

A R-R R-1 R-2 C-1 C-2 M-1 M-2 MU-A

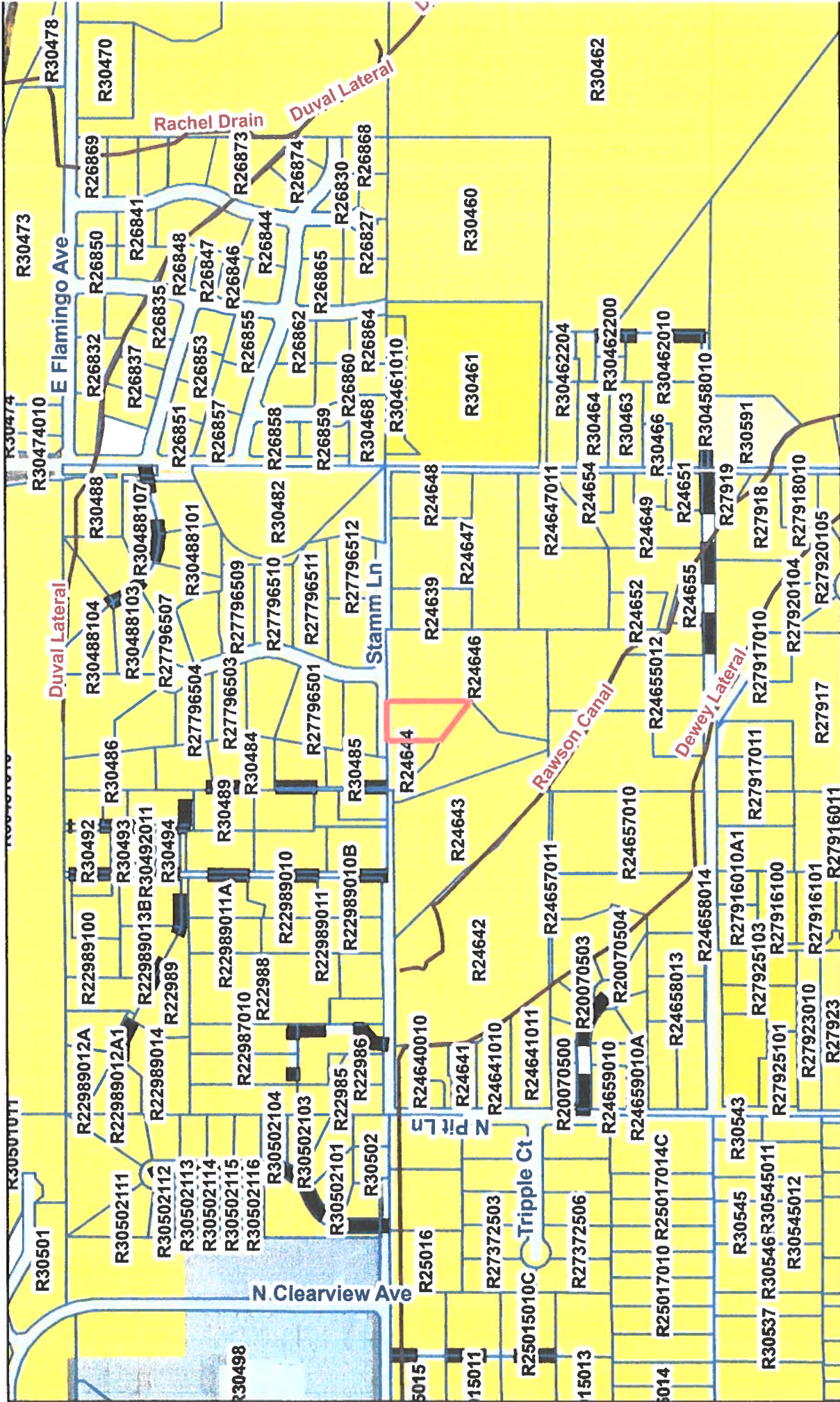
Secondary residence	A	A	A	C	-	-	-	-	-
Shooting range (indoor)	C	-	-	-	-	A	A	A	A
Shooting range (outdoor)	C	-	-	-	-	-	-	-	-
Similar uses to a conditional use	C	C	C	C	C	C	C	C	C
Similar uses to allowed use	A	A	A	A	A	A	A	A	A
Single-family dwelling, 1 per lot or parcel unless otherwise provided in this chapter	A	A	A	-	-	-	-	-	-
Single-family dwellings, but not more than 2 such dwellings per lot or parcel unless otherwise provided for in this chapter	-	-	-	A	-	-	-	-	-
Slaughterhouse	C	-	-	-	-	-	C	A	-
Small wind energy systems	D	D	D	D	D	D	D	D	D
Special events facility	C	-	-	-	A	A	-	-	A
Staging area <i>Parking</i>	C	-	-	-	A	A	A	A	A
Tannery	-	-	-	-	-	-	-	A	-
Taverns, lounges, or wine bars	-	-	-	-	C	C	C	-	C
Telecommunication facility	C	C	C	C	C	C	A	A	C
Temporary uses	D	D	D	D	-	-	-	-	-
Theater	-	-	-	-	C	A	A	-	A
Transit or trucking terminal and/or service facility	-	-	-	-	-	C	A	A	C
Utility distribution system	A	A	A	A	A	A	A	A	A
Utility facility	D	D	D	D	A	A	A	A	A
Vehicle fueling station with convenience store	-	-	-	-	C	A	A	A	C
Vehicle sales lot	-	-	-	-	-	A	A	-	A
Vehicle service facility	-	-	-	-	C	A	A	A	A
Warehousing, wholesaling and distribution facilities	-	-	-	-	-	C	A	A	C
Water infiltration	C	-	-	-	-	-	C	C	-
Wind farm	C	-	-	-	-	-	C	C	-
Winery, distillery, brewery	D	-	-	-	-	-	A	A	C
Yard/garage sales (associated with any residential uses)	A	A	A	A	-	-	-	-	-
Zoo	C	-	-	-	-	-	C	-	-

Notes:

1. See confined animal feeding operation (CAFO), chapter 8 of this Code.
2. With a sight obscuring fence (see section 07-02-03: of this chapter).
3. In accordance with subsection 07-14-17(6) of this chapter.

(Ord. 19-038, 8-30-2019 ; amd. Ord. 20-012, 5-29-2020)

Canyon County, ID Web Map



2/17/2023, 9:48:06 AM

Parcel Number Search_ Query result

- CanyonCountyRoads Current Zoning
- Interstate
- Roads
- Roads
- RR (RURAL RESIDENTIAL)
- CR-R1 (FAMILY RESIDENTIAL - COND REZONE)
- R1 (SINGLE FAMILY RESIDENTIAL)

Hydro_NHDFlowline

CC_PrivateRoads

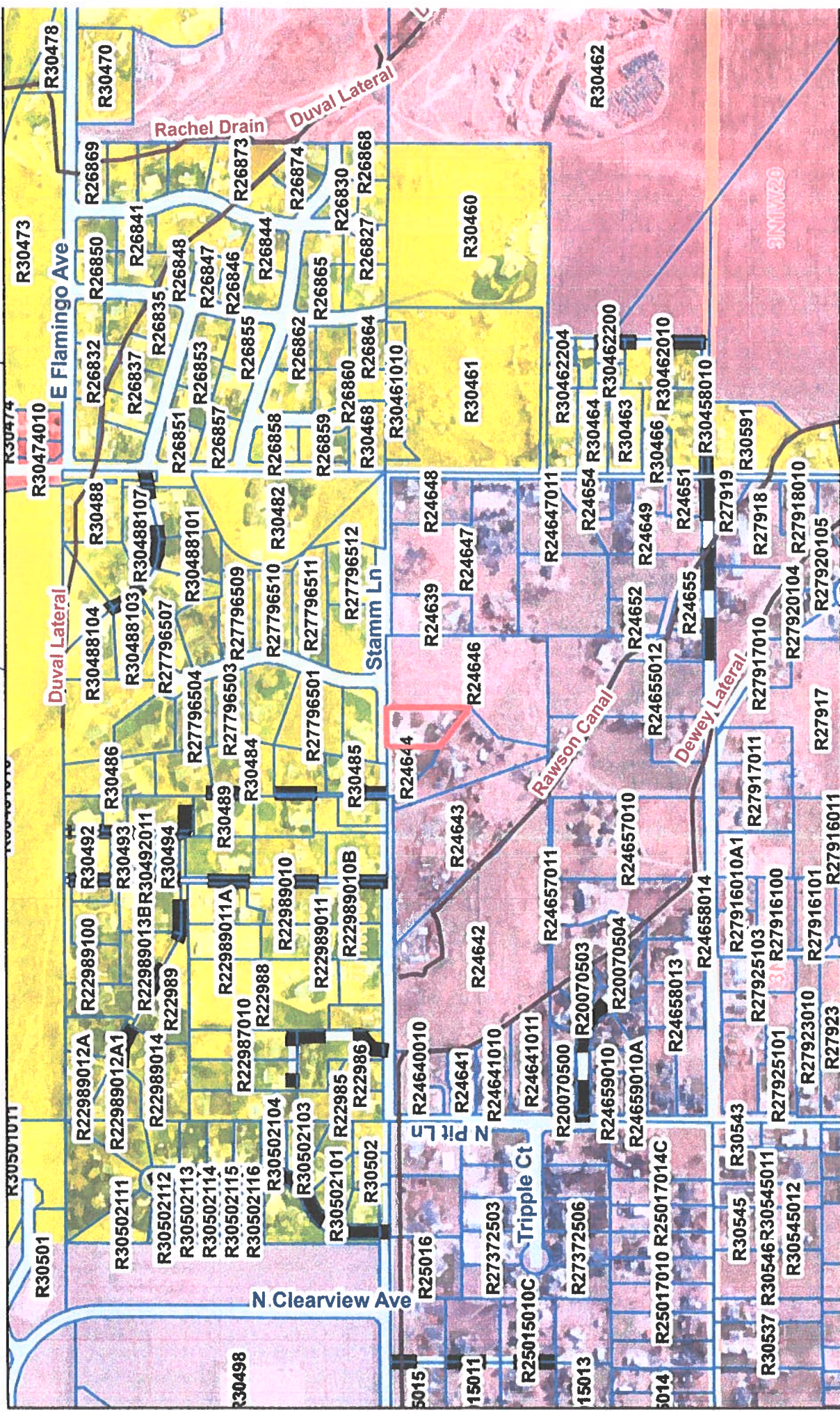
Scale: 1:9,028

0 0.05 0.1 0.15 0.2 mi

0 0.07 0.15 0.3 km

Canyon County, ID Web Map

of Nampa Comprehensive Plan



1:9,028

County of Ada, Bureau of Land Management, State of Oregon, State DOT, State of Oregon GEO, Esri, Canada, Esri, HERE, Garmin, INC Intermap, USGS, METI/INASA, EPA, USDA

- Parcel Number Search_ Query result
- Hydro_NHDFlowline
- CC_PrivateRoads
- Interstate
- Roads
- Roads
- Commercial
- Low Density Residential
- Community Mixed Use
- County Boundary
- Current Impact Area
- City Limits
- Sections

2/17/2023, 10:10:43 AM

CanyonCountyRoads Nampa Comp Plan 2040



TitleOne

a title & escrow co.

PROPERTY INFORMATION

Date:

2/21/2023

Prepared By:

TitleOne Customer Service

Property Address:

6019 Stamm Ln Nampa 83687

Parcel Number:

R246450000

Warmest Regards,

The TitleOne Team

TitleOne Corporation

www.TitleOneCorp.com

Disclaimer

Any property information contained in this email is subject to the following: This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder, and the company is not responsible beyond the amount paid for any errors and omissions contained herein.

Canyon County Property Profile Information



Parcel ID: R2464500000
Alt Parcel ID: 05970005000A
Property Addr: 6019 Stamm Ln
Nampa ID 83687 - 8511



Owner Information

Name: Bowery, Linda L
Bowery, Charles D Jr
Address: 6019 Stamm Ln
Nampa ID 83687 - 8511

Assessor Information

Legal Description: 18-3N-1W SE NAMPA APPLE ORCHARD
TX 01561 BLK 5
Twn/Range/Section: 03N / 01W / 18 / SE
Acres: 0.98 (42,689 SqFt)
Irrigation Dist: Nampa & Meridian Irrigation District
School District: 762 Nampa School Dist
Instrument #: 2021050798
Subdivision: Nampa Apple Orchard
Plat Instr. #: 9314347

Treasurer Information

Year: 2022 Tax: \$2,438.94
Year: 2021 Tax: \$2,817.96
Year: 2020 Tax: \$2,727.56
Levy Year: 2022
Levy Code: 144-00
Levy Rate: 0.0044

Lot:
Block: 5
Recreation:

Assessor Land Categories

Use Code	Description	Value
15H	15H Rural Res Sub	\$240,000.00
37H	37H Res imp on 15	\$61,100.00
37H	37H Res imp on 15	\$1,500.00
37H	37H Res imp on 15	\$28,100.00
37H	37H Res imp on 15	\$350,300.00

Assessed Values

Land Value: \$240,000.00
Improvement Value: \$441,000.00
Total Value: \$681,000.00 (2022)

Residential Characteristics

Main Floor SqFt: 1,646	Second Floor SqFt:	Half Baths:	Bedrooms: 4
Lower Floor SqFt:	Year Built: 1977	Full Baths: 2	Carport SqFt:
Upper Floor SqFt:	Garage Area: 3,264	Decks: 1	AC: Yes
Attic SqFt:	Attic Finished SqFt:	Deck SqFt: 160	
Bsmt SqFt: 1,044	Bsmt Finished SqFt: 1044	Porches:	
Total SqFt: 2,690		Porch SqFt:	

Transfer Information

Rec. Date: 07/20/2021	Doc Num: 50798	Doc Type: Deed
Owner: Linda L Bowery	Grantor: CHAPMAN G & J TRUST	
Orig. Loan: \$803,250.00	Title Co: TITLEONE BOISE	
Amt:	Lender: FINANCE OF AMERICA MTG LLC	
Finance Type:	Loan Type: Conventional	

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



Order Number: 21418631

2021-050798 RECORDED 07/20/2021 01:17 PM CHRIS YAMAMOTO CANYON COUNTY RECORDER Pgs=3 SCARDENAS \$15.00 TYPE: DEED TITLEONE BOISE ELECTRONICALLY RECORDED
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Warranty Deed

For value received,

Gary T. Chapman and Jamie A. Chapman, Trustees, The G and J Chapman Trust, dated February 19, 2021

the grantor, does hereby grant, bargain, sell, and convey unto

Linda L. Bowery and Charles D. Bowery Jr., wife and husband

whose current address is 6019 Stamm Ln Nampa, ID 83687

the grantee, the following described premises, in Canyon County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Dated: July 15, 2021

The G and J Chapman Trust, dated February 19, 2021

By: [Signature]
Gary T. Chapman, trustee

By: [Signature]
Jamie A. Chapman, trustee

State of Idaho, County of Canyon, ss.

On this 16th day of July in the year of 2021, before me, the undersigned, a notary public in and for said state personally appeared Gary T Chapman Jamie A Chapman, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of The G and J Chapman Trust and acknowledged to me that he/she executed the same as trustee.

[Signature]

Notary Public

Residing In:

My Commission Expires:
(seal)

Residing in: Nampa Idaho
Commission Expires: 7/3/2024

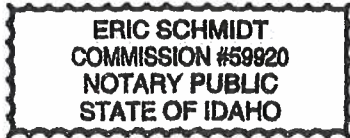


EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

This parcel is situated in Block 5, (also known as Lot 5) Nampa Apple Orchard Tracts in Section 18, Township 3 North, Range 1 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

Commencing at the Northeast corner of said Block 5 and bearing West 294.00 feet along the Northern boundary of said Block 5 to the True Point of Beginning; thence
South 343.70 feet and parallel with the Eastern boundary of said Block 5;
thence
North 52°21' West 205 plus or minus feet, along the approximate centerline of Middle Sub-Lateral; thence
North 219 plus or minus feet and parallel with the Eastern boundary to the Northern boundary of Block 5; thence
East 162.00 feet along the Northern boundary of said Block 5 to the True Point of Beginning.

After Recording Return To:
FINANCE OF AMERICA MORTGAGE
LLC
Attn: JOSEPH ANTHONY
1 WEST ELM STREET, FIRST
FLOOR
CONSHOHOCKEN, PA 19428

Prepared By:
KATRINA PALINO
FINANCE OF AMERICA MORTGAGE
LLC
1 WEST ELM STREET, FIRST
FLOOR
CONSHOHOCKEN, PA 19428
(855) 801-8392

2021-050799
RECORDED
07/20/2021 01:17 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=16 SCARDENAS \$45.00
TYPE: MTG D OF T
TITLEONE BOISE
ELECTRONICALLY RECORDED

21418631

[Space Above This Line For Recording Data]

DEED OF TRUST

BOWERY
Loan #: 201630008609
MIN: 100070202003570137
MERS Phone: 1-888-679-6377
PIN: R2464500000

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated JULY 19, 2021, together with all Riders to this document.
- (B) "Borrower" is LINDA L BOWERY AND CHARLES D BOWERY JR, WIFE AND HUSBAND. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is FINANCE OF AMERICA MORTGAGE LLC. Lender is a LLC organized and existing under the laws of DE. Lender's address is 1 WEST ELM STREET, FIRST FLOOR CONSHOHOCKEN, PA 19428.
- (D) "Trustee" is TITLEONE CORPORATION.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated JULY 19, 2021. The Note states that Borrower owes Lender EIGHT HUNDRED THREE THOUSAND TWO HUNDRED FIFTY AND 00/100 Dollars (U.S. \$803,250.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2051.



(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Other(s) [specify] | |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance



of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY OF CANYON:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 6019 STAMM LN, NAMP, ID 83687-8511 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal



balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.



The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such



determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal



residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the



lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage



Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim



for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to



have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that



Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental



Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and



attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Area and Location of Property.** The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Linda L. Bowery
- BORROWER - LINDA L BOWERY

Charles D. Bowery Jr
- BORROWER - CHARLES D BOWERY JR



STATE OF Idaho

COUNTY OF Ada

This record was acknowledged before me on July 19th 2021 by

Linda L Bowery and Charles D Bowery Jr.



[Handwritten Signature]
Signature of notary public

My commission expires: 7/11/24

Individual Loan Originator: JOSEPH ANTHONY, NMLSR ID: 5190
Loan Originator Organization: FINANCE OF AMERICA MORTGAGE LLC, NMLSR ID: 1071



Exhibit A

This parcel is situated in Block 5, (also known as Lot 5) Nampa Apple Orchard Tracts in Section 18, Township 3 North, Range 1 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

Commencing at the Northeast corner of said Block 5 and bearing West 294.00 feet along the Northern boundary of said Block 5 to the True Point of Beginning; thence
South 343.70 feet and parallel with the Eastern boundary of said Block 5;
thence
North 52°21' West 205 plus or minus feet, along the approximate centerline of Middle Sub-Lateral; thence
North 219 plus or minus feet and parallel with the Eastern boundary to the Northern boundary of Block 5; thence
East 162.00 feet along the Northern boundary of said Block 5 to the True Point of Beginning.

ZONING AMENDMENT CHECKLIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #310, Caldwell, ID 83605

zoninginfo@canyoncounty.id.gov | Phone: 208-454-7458 | Fax: 208-454-6633



Select Application Type:

- Zoning **Map** Amendment (Rezone)
 - Rezone (No conditions; CCZO §07-06-05)
 - Conditional Rezone (With conditions; CCZO 07-06-07, See Note 1) **C1**
- Zoning **Text** Amendment (propose amendment to ordinance)

THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS CHECKLIST:

- Master Application completed and signed (See attached application)
- Letter of Intent:
 - **Map Amendments:** Detailed letter fully describing how the request meets the following criteria (CCZO §07-06-05 & 07-06-07(6):
 - Is the request generally consistent with the comprehensive plan?
 - When considering the surrounding land uses, is the request more appropriate than the current zoning designation?
 - Is the request compatible with surrounding land uses?
 - Will the request negatively affect the character of the area? What measures will be implemented to mitigate impacts? (See Note 2)
 - Will adequate facilities and services including sewer, water, drainage, irrigation and utilities be provided to accommodate the request? (See Note 2)
 - Does legal access to the subject property for the request exist or will it exist at the time of development?
 - Does the request require public street improvements in order to provide adequate access to and from the subject property to minimize undue interference with existing or future traffic patterns created by the request? What measures have been taken to mitigate road improvements or traffic impacts? (See Note 2)
 - Will the request impact essential public services and facilities, such as schools, police, fire and emergency medical services? What measures will be implemented to mitigate impacts? (See Note 2)
 - **Conditional rezone** requests must include proposed conditions of approval, restrictions, and/or conceptual plans (if a plan is applicable) that will be considered with the rezone in a development agreement. See conditional rezone option disclosure below.
 - **Text Amendments:** Detailed letter fully describing the text amendment request. Text amendments must be consistent with the comprehensive plan.
- Neighborhood meeting sign-up sheet and copy of neighborhood notification letter (See attached neighborhood meeting requirements, sample letter and sign-up sheet.)
- Land Use Worksheet (map amendment only) – See attached worksheet
- ~~Draft of proposed ordinance change (text amendment only)~~
- Deed or evidence of property interest to subject property
- \$950 Rezone or \$1,400 for a Conditional Rezone**
 - \$2800 Text Amendment**
- (Fees are non-refundable)**

NOTE:

1. Conditional rezones require a development agreement between the applicant and County that outlines applicable conditions of approval and/or restrictions.
2. Additional studies (such as traffic, water, biological, historical, etc.) and information may be required by DSD and/or hearing body to fully understand potential impacts.

CONDITIONAL REZONE OPTION:

When considering a zoning map amendment (rezone) of a property, a conditional rezone is recommended when considering conceptual site plan and/or addressing potential impacts through mitigation strategies and measures such as restricting uses, limiting the area to be rezoned to retain agricultural uses, and agricultural preservation methods such as buffers and disclosures. Without a conditional rezone, no conditions can be considered as part of the rezone application. Please discuss the conditional rezone option with a DSD Planner prior to application submittal.

The applicant/owner and DSD Planner must sign (below) if the conditional rezone option was discussed and the applicant/owner declined the option.

Applicant/Owner: Linda Bowery

DSD Planner: _____

Associated Case No: _____

Canyon County Development Services

111 N. 11th Ave. Room 310, Caldwell, ID 83605
(208) 454-7458

Building Division Email: buildinginfo@canyoncounty.i **Planning Division Email:** zoninginfo@canyoncounty.id

Receipt Number: 78352

Date: 3/9/2023

Date Created: 3/9/2023

Receipt Type: Normal Receipt

Status: Active

Customer's Name: Charles & Linda Bowery

Comments: CR2023-0005

CHARGES

<u>Item Being Paid For:</u>	<u>Application Number:</u>	<u>Amount Paid:</u>	<u>Prevs Pymnts:</u>	<u>Unpaid Amnt:</u>
Planning - Conditional Rezone with Development Agreement	CR2023-0005	\$1,400.00	\$0.00	\$0.00

Sub Total: \$1,400.00

Sales Tax: \$0.00

Total Charges: \$1,400.00

PAYMENTS

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Check	145	\$1,400.00

Total Payments: \$1,400.00

ADJUSTMENTS

Receipt Balance: \$0.00