

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: Christopher & Kathryn Phoenix
	MAILING ADDRESS: 23117 White Oak Dr. Caldwell ID 83607
	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: _____

Kathryn Phoenix

Date: _____

(AGENT) ARCHITECT ENGINEER BUILDER	CONTACT NAME:
	COMPANY NAME:
	MAILING ADDRESS:
	PHONE: _____ EMAIL: _____

SITE INFO	STREET ADDRESS: 23117 White Oak Dr.
	PARCEL #: R3448410400 LOT SIZE/AREA: 2.72 acres
	LOT: 5 BLOCK: 1 SUBDIVISION: Sleepy Hollow (Phase II)
	QUARTER: SE SECTION: 03 TOWNSHIP: 4N RANGE: 3W
	ZONING DISTRICT: R1 FLOODZONE (YES/NO):

HEARING LEVEL APPS	<input type="checkbox"/> CONDITIONAL USE	<input type="checkbox"/> COMP PLAN AMENDMENT	<input 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 checked="" 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
	OTHER: <u>Sleepy Hollow phase 2 / Phoenix Short Plat</u>		

CASE NUMBER: SD 2023-0008

SD 2023-0008

DATE RECEIVED: 3/27/2023

3/27/2023

RECEIVED BY: Sage H.

Sage H.

APPLICATION FEE: \$1,800.00

\$1,800.00

MO CC CASH

SHORT PLAT SUBMITTAL LIST

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



ONLY USE THIS APPLICATION IF:

- A. The proposed subdivision does not exceed fourteen (14) lots,
- B. The proposed subdivision does not require construction drawing review for subdivision improvements,
- C. No major special development considerations are involved such as development in the floodplain, hillside development, etc., and
- D. All required information for both preliminary and final plat is complete and in acceptable form.

THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS CHECKLIST:

<input type="checkbox"/> Master Application completed and signed
<input checked="" type="checkbox"/> Completed Application for Irrigation Plan Approval form
<input checked="" type="checkbox"/> Detailed letter fully describing the request or project, include total number of lots, buildable lots, open space lots, size of lots, and how you will mitigate negative impacts
<input checked="" type="checkbox"/> Subdivision Worksheet
<input checked="" type="checkbox"/> Irrigation Plan Application
<input type="checkbox"/> Copy of Preliminary and Final Plat*
<input type="checkbox"/> Private Road application (if internal roads are private) with additional \$80 fee
<input checked="" type="checkbox"/> Easement reduction application (if requesting an easement width less than 60 feet) with additional \$80 fee
<input type="checkbox"/> Preliminary Drainage Plan*, if applicable
<input type="checkbox"/> Preliminary Irrigation Plan*, if applicable
<input type="checkbox"/> Preliminary Grading Plan*, if applicable
<input type="checkbox"/> Final Drainage Plan*, if applicable
<input type="checkbox"/> Final Irrigation Plan*, if applicable
<input type="checkbox"/> Final Grading Plan*, if applicable
<input checked="" type="checkbox"/> Deed or evidence of property interest to all subject properties
<input checked="" type="checkbox"/> \$1680 + \$10/Lot + \$100 (if in City Area of Impact) non-refundable fee \$1800

* Submittal must include a full-size paper copy, an electronic copy in PDF format, and the CAD file (if a CAD file exists).

NOTES:

1. Short plats follow the standard public hearing process with the preliminary plat being heard by the Planning and Zoning Commission or Hearing Examiner and the preliminary plat and final plat heard by the Board of County Commissioners.
2. Any conditions of approval given during the rezoning process, if applicable, must be addressed as part of submittal materials to ensure condition compliance is met.
3. After the plat is reviewed and found to be in compliance, an **additional five (5) paper copies of the final plat** may be required to be submitted.
4. Since other affected agencies have their own subdivision review process, it is highly recommended you approach agencies such as the local Highway District, local Fire Department, local Irrigation District, Idaho Department of Water Resources and Southwest District Health and meet regarding the proposed subdivision development prior to submittal to this department.



Pre-Development Meeting/Inquiry Request

Development Services Department
111 North 11th Avenue, #140 | Caldwell, ID 83605
www.canyonco.org/dsd (208)454-7458

Please fill out this form to the best of your ability, either typed or printed legibly. Application must be complete. Incomplete Applications will be returned. A separate parcel inquiry is required for questions about the availability of administrative land divisions and buildable lots.

Requested Meeting Date(s): September 27th 9:00 AM

APPLICANT: Christopher & Kathryn Phoenix

Mailing Address: 2317 White Oak Dr. Caldwell Id 83607

Telephone: [REDACTED]

Applicant's design professional to be present*: J. Skinner

*Note: Design professionals are not required to attend (but are encouraged).

PROJECT NAME: Phoenix Short Plat Request

Project Description: Parcel split from R34484104 for 2nd lot 1.02 acres parcel.

Project Address: 2317 White Oak Dr. Caldwell Id 83607

Parcel Number(s): R34484104 (E) Size of Property: 2.72 total acres

Known Related Land Use Actions: R1 zone approved

Are there any specific issues you would like addressed at this meeting?

1. Assignment of new parcel # to new 1.02 lot.
2. Approval of split and plat approval.

PA 2022-0013

With the request:

Information as possible.
Completed

The purpose of the pre-development meeting is to assist the applicant during the permitting process. The information provided by the applicant at the meeting will be used to determine the timing of that time. Timing, as well as alterations to the site plan and the availability of the requirements. Because the pre-development meeting is a conceptual level review, no approvals are intended or implied. The pre-development approval process has been completed. Note that the information provided are estimates based on available aerial photography. The information is found in the Canyon County Code available at: www.canyonco.idaho.gov/countyid/latest/overview

Case Number: R 22022-0006

Summary of Project:

March 24, 2023

Parcel # R34484104(E)

Short Plat Request and assignment of new parcel number to second lot (1.021 acres).

Kathryn and Christopher Phoenix have been approved to subdivide their 2.72 acre to create an additional building lot as a separate parcel. Section control and existing property corner monuments were located and held as shown in the site plan. The boundary was held as previously established. The northwest corner was reset by single proportion. The basis of bearing and elevations for this plan was established by GNSS observations, projected to the Idaho State Plane coordinate system West Zone, NAD83(2011) datum. Elevations are NAVD88 datum. All bearing shown are on grid azimuth and all distances are ground at project elevation.

This parcel request was approved to rezone from Agricultural to R1 (both parcels will be R1). We are splitting for the potential to sell, or build (this is undecided at the moment). The new parcel will not have a second structure permit. The existing parcel will maintain the second structure permit.

The existing legal access road is 28' wide and 6" thick in gravel (compacted) with an existing legal agreement between the Southern neighbors for access to their Shop (non-lived in building). The access road will serve the neighbor's shop and the new parcel's future home and future owner. It does not serve the existing home, but will remain property of the existing home on 23117 White Oak Dr. Caldwell Id 83607.

We desire approval for short plat of our rezone. We request access road reduction as the existing access road complies with ordinances and it has already been approved by all parties involved in legal access road dealings. We request waivers for curbs, gutters, sidewalks, streetlights and landscaping due to this already being legally agreed upon with neighbors.

In terms of the irrigation, the 23117 White Oak Dr. property currently has a percentage (see allocation paperwork) of 15% of water shares in the Sleepy Hollow Subdivision that will be divided up 65:35 between the two Sleepy Hollow Phase II plots (approx 9.75% to the 23117 White Oak Dr and 5.25% to the new lot). There is a headgate at the north-east corner of the property that can be connected to either a surface or buried pipe that will supply water to a gate at the north-east corner of the new lot. The new lot has shared access to that headgate. The water pressure at that point is expected to exceed 35psi due to the drop in elevation. Whomever builds on that lot can then choose to use the irrigation water as desired and will need to provide the means (above ground pipe or underground pipe) that they desire.

Thank you,

Two handwritten signatures in black ink. The first signature is a cursive name, likely Kathryn Phoenix. The second signature is a stylized, circular mark, likely Christopher Phoenix.

Kathryn & Christopher Phoenix

SUBDIVISION WORKSHEET

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



GENERAL

1. HOW MANY LOTS ARE YOU PROPOSING?
Residential 2 Non-buildable _____ Common _____
2. AVERAGE LOT SIZE OF THE RESIDENTIAL PARCELS
1.0 each ACRES

IRRIGATION

1. IRRIGATION WATER IS PROVIDED VIA:
 Irrigation Well Surface Water *See Sleepy Hollow Subdivision*
2. WHAT PERCENTAGE OF THE PROPERTY HAS WATER? 15% *irrigation paperwork*
3. HOW MANY INCHES OF WATER ARE AVAILABLE TO PROPERTY? _____
4. HOW DO YOU PLAN TO RETAIN STORM AND EXCESS WATER ON EACH LOT?
See plat notes
5. HOW DO YOU PLAN TO PROCESS STORM WATER / EXCESS IRRIGATION WATER PRIOR TO IT ENTERING THE ESTABLISHED DRAINAGE SYSTEM?
See plat notes

ROADS

1. ROADS WITHIN THE DEVELOPMENT WILL BE:
 Public Private N/A
Existing
- * Private Road names must be approved by the County and the private road application submitted with the Preliminary Plat*

HILLSIDE DEVELOPMENT

1. OF THE TOTAL LOTS REQUESTED, HOW MANY OF THE LOTS WILL CONTAIN SLOPES GREATER THAN 15%?
Residential _____ Non-Buildable _____ Common _____
2. WILL THE PROPOSED ROAD (S) BE LOCATED WITHIN ANY AREA THAT HAS SLOPES GREATER THAN 15%?
 YES NO

*If YES, a grading plan is required.

SUBDIVISION WORKSHEET

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



SUBDIVISIONS WITHIN AN AREA OF CITY IMPACT

1. **WILL YOU BE REQUESTING WAIVERS OF SUBDIVISION IMPROVEMENT REQUIREMENTS FROM THE CITY?**
 YES NO

2. **IF YES, WHICH WAIVERS WILL YOU BE REQUESTING?**
 CURBS GUTTERS SIDEWALKS STREETLIGHTS LANDSCAPING

IRRIGATION PLAN APPLICATION

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



Applicant(s) Kathryn & Christopher Phoeny 5594733635
Name Daytime Telephone Number
23117 White Oak Dr. Caldwell Id 83607
Street Address City, State Zip

Representative Name _____ Daytime Telephone Number / E-mail Address _____
Street Address City, State Zip

Location of Subject Property: Hwy 44 / Shannon Circle
Two Nearest Cross Streets or Property Address City

Assessor's Account Number(s): R 3448410400 Section 03 Township 4N Range 31W

This land:

- Has water rights available to it.
 Is dry and has no water rights available to it. If dry, please sign this document and return to the Development Services Department representative from whom you received it.

Idaho Code 31-3805 states that when all or part of a subdivision is "located within the boundaries of an existing irrigation district or canal company, ditch association, or like irrigation water delivery entity ... no subdivision plat or amendment to a subdivision plat or any other plat or may recognized by the city or county for the division of land will be accepted, approved, and recorded unless:"

- a. The appropriate water rights and assessment of those water rights have been transferred from said lands or excluded from an irrigation entity by the owner; or
- b. The owner, person, firm, or corporation filing the subdivision plat or amendment to a subdivision plat or map has provided underground tile or conduit for lots of one (1) acre or less, or a suitable system for lots of more than one (1) acre which will deliver water to those land owners within the subdivision who are also within the irrigation entity with the appropriate approvals:
 1. For proposed subdivisions located within negotiated area of city impact, both city and county zoning authorities must approve such irrigation system in accordance with Idaho Code Section 50-1306. In addition, the irrigation entity charged with the delivery of water to said lands must be advised regarding the irrigation system.

2. For proposed subdivisions outside of negotiated areas of city impact, the delivery system must be approved by the Planning and Zoning Commission and the Board of County Commissioners with the advice of the irrigation entity charged with the delivery of water to said lands.

To better understand your irrigation request, we need to ask you a few questions. A list of the map requirements follows the short questionnaire. **Any information missing information may result in the delay of your request before the Planning and Zoning Commission and ultimately the approval of your irrigation plan by the Board of County Commissioners.**

1. Are you within an area of negotiated City Impact? Yes No
If yes, please include a copy of approvals by the City Planning & Zoning Commission and City Council of your Irrigation Plan.

2. What is the name of the irrigation and drainage entities servicing the property?

Irrigation: See Sleepy Hollow Subdivision Irrigation Paperwork

Drainage: _____

3. How many acres is the property being subdivided? 2.72

4. What percentage of this property has water? See Sleepy Hollow Subdivision Irrigation Paperwork

5. How many inches of water are available to the property? _____

6. How is the land currently irrigated? Surface Irrigation Well
 Sprinkler Above Ground Pipe Underground Pipe

7. How is the land to be irrigated after it is subdivided? Surface Irrigation Well
 Sprinkler Above Ground Pipe Underground Pipe

8. Please describe how the head gate/pump connects to the canal and irrigated land and where ditches and/or pipes go.
See letter description

9. Are there irrigation easement(s) on the property? Yes No

10. How do you plan to retain storm and excess water on each lot?
The lots slope and drain into neighboring pond/canal.


11. How do you plan to remove the storm water /excess irrigation water prior to it entering the established drainage system? (i.e. oil, grease, contaminated aggregates)
N/A

===== Applicant Acknowledgement =====

I, the undersigned, agree that prior to the Development Services Department accepting this application I am responsible to have all of the required information and site plans.

I further acknowledge that the irrigation system, as approved by the Planning and Zoning Commission and ultimately the Board of County Commissioners, must be bonded and/or installed prior the Board's signature on the final plat.

Signed:  Date: 3 / 27 / 23
Property Owner (Application Submitted)

Signed:  Date: 3 / 27 / 23
Applicant/Representative (if not property owner) (Application Submitted)

Accepted By: _____ Date: ____/____/____
Director / Staff



CANYON COUNTY CONSOLIDATED PROPERTY TAX BILL

TRACIE LLOYD

111 N. 11th Ave., Ste. 240
Caldwell, Idaho 83605
(208)454-7354

CANYON COUNTY TREASURER & TAX COLLECTOR
FOR TAXING DISTRICTS OF CANYON COUNTY

2022
REGULAR ROLL

DUE DATE:
DECEMBER 20, 2022

Voter Approved Tracker
www.canyonco.org/treas

DEC22



PIN: 34484104 0 BILL NUMBER: 2022164772

Property Description: Code Area: 032-00
03-4N-3W SE SLEEPY HOLLOW SUB LT 5
BLK 1

Property Address:
23117 WHITE OAK DR CALDWELL

Land Value 282,050
Improvement Value 562,800
Homeowners Exemption 125,000

Total Taxable 719,850
Prior Year Taxes 3,785.36

3836 34484104 0 **AUTO**5-DIGIT 83605 9



CHRISTOPHER L PHOENIX
23117 WHITE OAK DR
CALDWELL ID 83607-7561

THIS IS A LISTING OF THE TOTAL AMOUNT YOU PAY EACH TAXING DISTRICT, INCLUDING BONDS, OVERRIDES AND CERTIFICATIONS IF APPLICABLE. CONTACT THE AGENCY LISTED BELOW WITH QUESTIONS REGARDING THE TAXING DISTRICT AND THE CHARGED AMOUNT.

Taxing District	Levy	Tax Amount By Taxing District
Ambulance	0.0001000170	72.00
Canyon County	0.0012270190	883.29
Middleton Fire	0.0007153910	514.97
Canyon Hwy #4	0.0006514540	468.95
Mosquito Abatement	0.0000935770	67.36
Pest Control Dist	0.0000237920	17.13
Greater Middleton Rec	0.0002270440	163.44
Middleton School #134 Bond	0.0010060860	724.23
Middleton School #134 Suppleme	0.0003772820	271.59
Middleton School #134 Other	0.0000142450	10.25
College of Western Idaho	0.0000786120	56.59
Current Charges		3,249.80
PAYMENTS PRIOR TO 11/01/2022: STATE APPROVED PROPERTY TAX REDUCTION:		
TOTAL TAXES DUE:		3,249.80

IF YOU HAVE SOLD THIS PROPERTY OR A MORTGAGE COMPANY IS RESPONSIBLE FOR PAYING THIS TAX, PLEASE FORWARD THIS BILL IMMEDIATELY.

IF ANY PORTION OF THE TAX BECOMES DELINQUENT A 2% LATE CHARGE WILL BE APPLIED. INTEREST ON THE DELINQUENT BALANCE WILL ACCRUE AT 1% PER MONTH, DATING FROM JANUARY 1ST. WHEN PAYING DELINQUENT BALANCES, PLEASE CALL (208)454-7354 FOR THE CORRECT AMOUNT DUE INCLUDING LATE CHARGE AND INTEREST.

MONTHLY PAYMENTS ARE ACCEPTED

*****IMPORTANT*****
PLEASE READ BOTH FRONT AND BACK OF THIS NOTICE

TO AVOID LATE CHARGE & INTEREST, THE FULL AMOUNT OR FIRST HALF TAX MUST BE PAID IN PERSON OR HAVE A U.S. POSTMARK NO LATER THAN
DECEMBER 20, 2022

Credit / Debit Card payments are accepted on-line at www.canyonco.org/treasurer or in person at the Treasurer's Office. You may also pay using your telephone by calling 844-292-2243. You will be required to enter your Pin & Current Bill Number. A convenience fee will be charged for these services by the processor. Payments made after 5:00 p.m. MST will be posted the following business day and are subject to additional late charges, interest & other costs, if applicable.

KEEP TOP PORTION FOR YOUR RECORDS

MAKE CHECKS PAYABLE TO:

CANYON COUNTY TAX COLLECTOR
Tracie Lloyd
111 N. 11th Ave., Ste. 240
P.O. Box 730
Caldwell, Idaho 83606

DEC. 20 2022

RETURN THIS STUB WITH YOUR PAYMENT. PLEASE INDICATE IF PAYING HALF, FULL OR OTHER (AMOUNT PAID) AND WRITE THE PIN NUMBER ON YOUR CHECK.

1ST HALF 1,624.90

Full Amount 3,249.80

PIN: 34484104 0
BILL #: 2022164772

CHRISTOPHER L PHOENIX
23117 WHITE OAK DR
CALDWELL ID 83607-7561

***** PLEASE READ *****
DO NOT REMIT IF your taxes are included in your loan payment.
Your mortgage lender of record is listed below:

ACADEMY MORTGAGE

IF YOU ARE RESPONSIBLE FOR THE TAXES, then send this portion in with your check.

Phoenix
R22022-0006

Sleepy Hollow Subdivision
Irrigation
A sub district to:
BLACK CANYON IRRIGATION DISTRICT
FALL OF 2022 & SPRING OF 2023

Home owners individual lot assessment:

MARCH 7, 2023

<u>Owner</u>	<u>Address</u>	<u>lot #</u>	<u>% owned</u>	<u>Fall of '22 & spring of '23</u>	<u>total now due</u>
D. Kilmer	14085 Silver Ridge	#2	10%	\$ 110.92	\$ 110.92
W. Jones	14031 " "	#1	13%	\$ 144.19	\$ 144.19
C. Sauer	23101 White Oak	#6	13%	\$ 144.19	\$ 144.19
T. Hoekstra	14733 Silver Ridge	#4R	18%	\$ 199.65	\$ 199.65
D. Bowen	23155 White Oak	#4A	19%	\$ 210.72	\$ 210.72
M. Werle	14119 Silver Ridge	#3	12%	\$ 133.10	\$ 133.10
C. Phoenix	23117 White Oak	#5	15%	\$ 166.37	\$ 166.37
Total Due					\$1109.14

Please make checks payable to **Dee Bowen 23155 White Oak Dr. Caldwell 83607** as soon as possible. As I hope you know we are a subdistrict to Black Canyon Irrigation. I have been handling billing from them in order to save extra billing costs (\$50 per yearly per lot).

The Fall/Spring bill to Black Canyon Irrigation is due prior to April 15 2023. I need all the funds by then. They won't turn the water on till the entire bill is paid Thanks ... Have a great new year ..

****Attached/ find irrigation scheduled.** Should time/days need changed Please let me know.

BLACK CANYON IRRIGATION DISTRICT
P.O BOX 226 - NOTUS, IDAHO 83656 - (208)459-4141

Phoenix
R22022-0006

Spring 2023 Assessment Bill

Sleepy Hollow Subdivision H.O.A
%Dee Bowen
23155 White Oak Dr
Caldwell, ID 83607

Customer # 01588
Date 2/23/2023
Bill # 105074

Account Balance		Past Due Detail	
Past Due Total	\$530.39	Office	\$0.00
Overpay/Credits	\$0.00	Delinquent O & M	\$457.50
New Charges	\$578.75	Penalty & Interest	\$22.89
Total Due	\$1,109.14	Delinquent Assessment	\$50.00

DUE & PAYABLE BEFORE WATER DELIVERY
Delinquent on 6/20/2023 with 2% Penalty and 1% Interest Per Month

PLEASE NOTICE: If no error is reported to this office within 30 DAYS, this bill will be considered correct.

Details					
Unit 2					
Account #	Acres	O & M (\$35.25 per Acre)	Assessment Exp	Excess Water	Total
0330-002-02	15.00	\$528.75	\$50.00	\$0.00	\$578.75
	15.00	\$528.75	\$50.00	\$0.00	\$578.75
Totals	15.00	\$528.75	\$50.00	\$0.00	\$578.75

Detach and return the bottom remittance portion with your payment.

Customer # 01588

Bill # 105074

Delinquent Date	6/20/2023
Past Due Total	\$530.39
Overpay/Credits	\$0.00
New Charges	\$578.75
Total Due	\$1,109.14

Amount Enclosed

\$

Sleepy Hollow Subdivision H.O.A
%Dee Bowen
23155 White Oak Dr.
Caldwell, ID 83607

Black Canyon Irrigation District
P O BOX 226
NOTUS, IDAHO 83656

Phoenix
R 220 22-0ax

SLEEPY HOLLOW IRRIGATION ASSIGNED DAYS

March 2023

<u>Owner</u>	<u>Day</u>	<u>Start</u>	<u>Completed</u>
C. Phoenix	Monday	Monday a.m	Tuesday a.m.
W. Jones	Tuesday		
D. Kilmer	Tuesday	Tuesday a.m	Thursday a.m
M. Werle	Tuesday		
T. Hoekstra	Thursday	Thursday a.m	Saturday a.m
D. Bowen	Saturday	Saturday a.m.	Monday a.m
C. Sauer	Not on water rotation at his request		

Based on the water division, days requested by user, the above represents the needs, dates, etc. Should any user require different use, days, etc. please contact me. Or should any owner prefer to take over responsibility for organizing, collection of fees, paying on behalf of Subdivision, etc, let me know and be my guest.

Thanks

... Dee

SLEEPY HOLLOW SUBDIVISION PHASE II

LOT 5, BLOCK 1 OF SLEEPY HOLLOW SUBDIVISION,
 LYING IN THE SE 1/4 SE 1/4 OF SECTION 3,
 TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN,
 CANYON COUNTY, IDAHO
 2022

E/165 Corner
 Section 3
 Ch&R Inst. No.
 2016003189

S89°42'47"W
 1312.86'

SADDLEBACK RIDGE ESTATES
 BK: 40, PG: 34

SE 1/4 Corner
 Section 3
 Ch&R Inst. No.
 2008046337

NOTES:

1. This development recognizes Section 22-4503, Idaho Code, Right to Farm, which states: "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."

2. Water for domestic purposes shall be supplied by single party wells. Sanitary restrictions designating areas reserved for well installation shall be subject to the approval of Southwest District Health.

3. Sewage disposal shall be by individual septic systems. Sanitary restrictions designating areas reserved for the construction of drain fields shall be subject to the approval of Southwest District Health.

4. This development recognizes and is in compliance with Idaho Code 31-3805(1)(b). Lots are subject to assessments from the Black Canyon Irrigation District.

5. The subject property is currently zoned R1 (RESIDENTIAL).

6. The development is 2.733 acres.

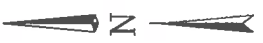
7. This development consists of 2 residential lots.

8. Post development storm water run-off from each lot is to be managed by landscaping measures, swales, ditches and similar retention methods, wholly on the lot generating the run-off. The design, construction and maintenance of these facilities is to be the responsibility of each lot owner.

9. Finish grades at subdivision boundaries shall match existing finish grades. Runoff shall be maintained on a subdivision property unless otherwise approved.

10. No permanent structure shall be located closer than seventy feet (70') to any section or quarter section line, or to a future, road unless the highway district having jurisdiction waives the seventy foot (70') setback requirement.

11. UNLESS OTHERWISE NOTED, EASEMENT WIDTHS SHALL BE:
 10 FEET ALONG SUBDIVISION BOUNDARY, 5 FEET ON EACH SIDE OF INTERIOR LOT LINES
 IF A LOT LINE IS MOVED, THE EASEMENT(S) SHALL MOVE WITH THE LOT LINE, PROVIDED THAT UTILITIES HAVE NOT BEEN INSTALLED WITHIN THE EASEMENT(S)



Scale: 1" = 50'

LEGEND

- BRASS CAP MONUMENT - FOUND
- ALUMINUM CAP MONUMENT - FOUND
- 5/8" REBAR - FOUND
- 5/8" x 24" REBAR - SET
- 1/2" REBAR - FOUND
- 1/2" x 24" REBAR - SET
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- SECTION/ALLOT PART LINE
- INGRESS/EGRESS, UTILITY, IRRIGATION & DRAINAGE
- EASEMENT LINE
- LOT LINE
- ORIGINAL LINE

Surveyor's Narrative:
 This survey was performed at the request of Chris and Kate Phoenix to subdivide the property described in the reference deed to create an additional building lot. Section control and existing property corner monuments were located and held as shown. The boundary was held as previously established. The Northwest corner was reset by single proportion. The basis of bearing and elevations for this survey was established by GNSS observations, projected to the Idaho State Plane Coordinate system, West Zone, NAD83(2011) datum. Elevations are NAVD83 datum. All bearings shown are on grid azimuth and all distances are ground or project elevation.



REVISIONS

2	
1	

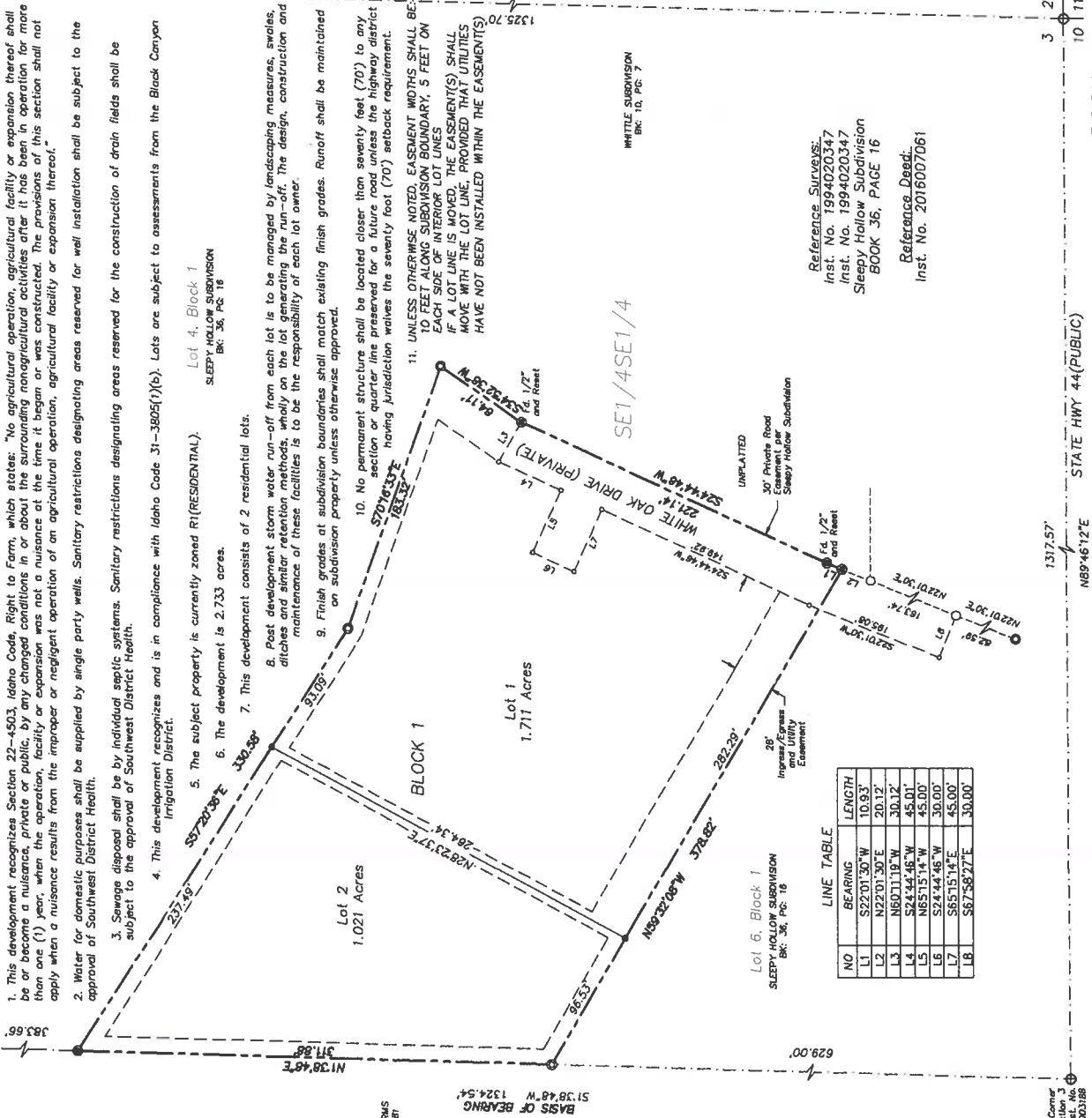
Sheet 1 of 2

Skinner Land Survey
 17842 Sand Hollow Road
 Caldwell, Idaho 83407
 (208) 454-0933
 WWW.SKINNERLANDSURVEY.COM
 surveys@skinnerlandsurvey.com

Drawn By: ZCL
 Date: July 7, 2022
 Surveyed By: ZCL
 Job No. JA2622

3 2 SE Section Corner
 Ch&R Inst. No.
 2016003189

BOOK PAGE



Reference SURVEYS:
 Inst. No. 1994020347
 Inst. No. 1994020347
 Sleepy Hollow Subdivision
 BOOK 36, PAGE 16

Reference DEED:
 Inst. No. 2016007061

STATE HWY 44 (PUBLIC)
 N89°46'12"E
 1317.57'

E/165 Corner
 Section 3
 Ch&R Inst. No.
 2016003189

SLEEPY HOLLOW SUBDIVISION PHASE II

OWNERS' CERTIFICATE

We, Christopher L. Phoenix & Kathryn D. Phoenix, husband and wife, say we are the owners of this property, being more particularly described in the legal description below, state that it is our intention to include said property in the subdivision plat, and that we do for ourselves, heirs, transferees, successors and assigns. The easements shown on the plat are not dedicated to the public but intended only for the right and purpose set forth on the plat and no structures other than those for utility, irrigation and drainage purposes are to be erected within limits of the easements.

This parcel is Lot 5, Block 1 of Sleepy Hollow Subdivision lying in the SE 1/4 SE 1/4 of Section 3 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southeast corner of the SE 1/4 SE 1/4 (SE Section Corner, Section 3), a found aluminum cap monument;

thence South 89°46'12" West along the South boundary of the SE 1/4 SE 1/4 a distance of 1317.57 feet to the Southwest corner of the SE 1/4 SE 1/4 a found aluminum cap monument;

thence North 1°38'48" East along the West boundary of the SE 1/4 SE 1/4 a distance of 629.00 feet to the TRUE POINT OF BEGINNING, the Southwest corner of Lot 5, Block 1 of Sleepy Hollow Subdivision, a found 5/8 inch diameter rebar;

thence continuing North 1°38'48" East along the West boundary of Lot 5 a distance of 311.88 feet to the Northwest corner of Lot 5, a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 57°20'36" East along the North boundary of Lot 5 a distance of 330.58 feet to a found 5/8 inch diameter rebar;

thence continuing along said North boundary bearing South 70°16'33" East a distance of 183.32 feet to the Northeast corner of Lot 5, a found 5/8 inch diameter rebar;

thence traversing the Easterly boundary of Lot 5 as follows:

South 34°52'36" West a distance of 64.11 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

South 24°44'46" West a distance of 221.14 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

South 22°01'42" West a distance of 10.93 feet to the Southeast corner of Lot 5, a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 59°32'08" West along the South boundary of Lot 5 a distance of 378.82 feet to the TRUE POINT OF BEGINNING, said parcel being 2.732 acres more or less, and being subject to any and all easements and rights of way of record or implied.


Christopher L. Phoenix
Kathryn D. Phoenix

ACKNOWLEDGEMENT

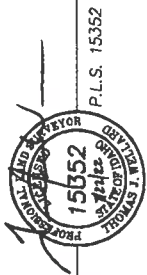
STATE OF IDAHO)
) S.S.
COUNTY OF CANYON)

On this _____ day of _____ in the year of 20____, before me, the undersigned, a notary public, personally appeared Christopher L. Phoenix & Kathryn D. Phoenix, husband and wife, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

COUNTY RECORDER'S CERTIFICATE
INSTRUMENT NUMBER: _____ FEE: _____
STATE OF IDAHO)
COUNTY OF CANYON) S.S.
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF SKINNER LAND SURVEY CO. AT _____ MINUTES PAST _____ O'CLOCK _____ M. THIS _____ DAY OF _____, 20____, IN BOOK _____ OF SURVEYS, AT PAGE _____.
EX-OFFICIO RECORDER _____ DEPUTY _____

SURVEYOR'S CERTIFICATE

I, Thomas J. Wellard, P.L.S., do hereby certify that I am a professional land surveyor licensed by the State of Idaho, and that this plat, as described in the certificate of owners and the attached plat, was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon in conformity with the State of Idaho codes relating to plats, surveys and the corner perpetuation and filing act, Idaho Code 55-1601 through 55-1612.



Thomas J. Wellard P.L.S. 15352

CERTIFICATION AND APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Southwest District Health Department Date _____

APPROVAL OF CANYON HIGHWAY DISTRICT

Canyon Highway District No. 4 does hereby accept this plat in accordance with the provisions of I.C. § 50-1312. Private streets depicted on this plat are not maintained by or under the jurisdiction of the Highway District. There is no legal obligation or assurances that the private streets will be accepted as public streets in the future.

Chairman Date _____

CERTIFICATION AND APPROVAL OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor, for Canyon County, Idaho do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.

County Surveyor Date _____

CERTIFICATE OF COUNTY TREASURER

I, Tracie Lloyd, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of I.C. 50-1308, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

County Treasurer Date _____

APPROVAL OF BOARD OF COUNTY COMMISSIONERS OF CANYON COUNTY

Accepted and approved this _____ day of _____, 20____ by the Canyon County Commissioners, Canyon County, Idaho.

Chairman Clerk _____

Sheet 2 of 2

Drawn By: ZCL

Date: July 7, 2022

Surveyed By: ZCL

Job No. JA2622



17842 Sand Hollow Road
Caldwell, Idaho 83607
(208)-454-0933

WWW.SKINNERLANDSURVEY.COM
surveys@skinnerlandsurvey.com

EXHIBIT "A"

LEGAL DESCRIPTION – Parcel R34484104

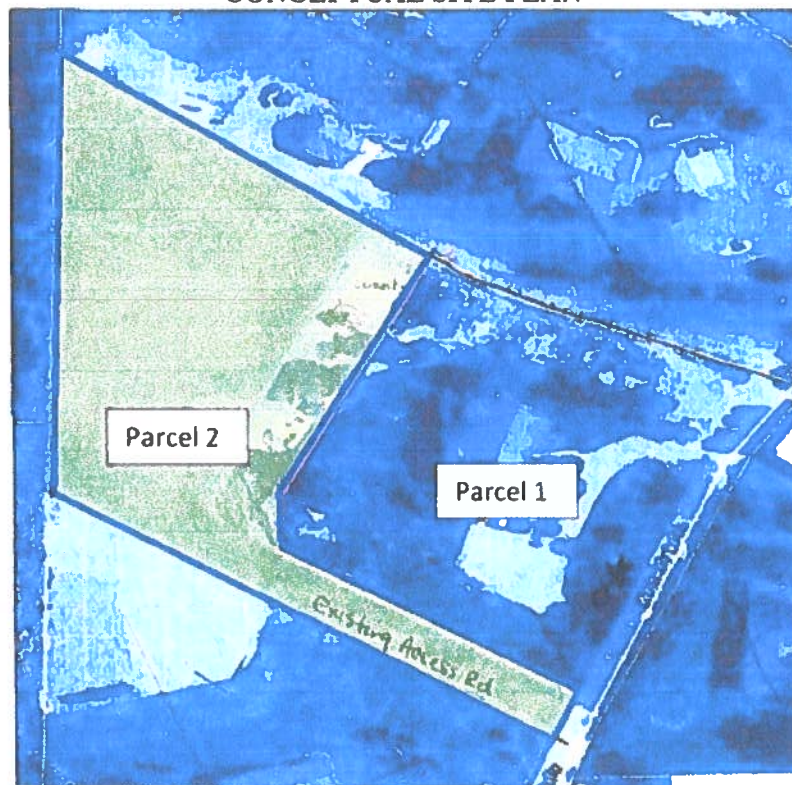
Lot 5 in Block 1 of Sleepy Hollow Subdivision, according to the official plat thereof filed in Book 36 of Plats at Page 16 records of Canyon County, Idaho.

EXHIBIT "B"

CONDITIONS OF APPROVAL

1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules and regulations that pertain to the property.
2. The subject parcels, approximately 2.72 acres, shall be divided in compliance with Chapter 7, Article 17 of the Canyon County Code of Ordinances (Subdivision Ordinance) in substantial compliance with the conceptual site plan (Attachment B) subject to the following restrictions:
 - a. A secondary dwelling is prohibited on proposed Parcel 2.
 - b. Water rights shall be utilized on each lot via pressurized irrigation, if applicable, consistent with Idaho State Law Section 31-3805 (Water Delivery) and 67-6537 (Use of Surface and Ground Water).
3. The developer shall comply with CCZO §07-06-07 (4) Time Requirements: "All conditional rezones for a land use shall commence within two (2) years of the approval of the board."

EXHIBIT "C" CONCEPTUAL SITE PLAN





CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

1115 Albany Street • Caldwell, Idaho • 83605 • Phone (208) 454-7458

Fax: (208) 454-6633 • www.canyoncounty.org/dsd

**DEVELOPMENT AGREEMENT
BETWEEN CANYON COUNTY AND APPLICANT**

Agreement number: 22-086

THIS AGREEMENT, made and entered into this 10 day of August 2022, by and between Canyon County, Idaho, a political subdivision of the state of Idaho, hereinafter referred to as "COUNTY" and Christopher and Kathryn Phoenix, hereinafter referred to as "Applicant."

RECITALS

WHEREAS, The Applicant has applied to the County for a conditional rezone from an "A" (Agricultural) Zone to "CR-R-1" (Conditional Rezone – Single Family Residential) Zone (RZ2022-0006), which are legally described in the attached EXHIBIT "A," incorporated by reference herein (hereinafter referred to as "Subject Property"); and

WHEREAS, Parcel R34484104, approximately 2.72 acres, is owned by the Applicant; and

WHEREAS, on the 10 day of August, 2022, the Canyon County Board of Commissioners approved a conditional rezone with conditions of the Subject Property to a "CR-R-1" Zone, which was done with Applicant's approval. The conditions of the approval for the conditional rezone are attached hereto as EXHIBIT "B"; and

WHEREAS, the parties desire to enter into an agreement to comply with Canyon County Code of Ordinances §07-06-07(2) & 07-06-07(7), Canyon County Zoning Ordinance, or as amended, and to ensure the Applicants will implement and be bound by the conditions of the rezone order issued by the Canyon County Board of Commissioners; and

NOW THEREFORE, the parties hereto do hereby agree to the following terms:

2022-038541

RECORDED

08/10/2022 03:45 PM



00713202202200385410080084

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=8 NHANEY

NO FEE

AGR

CANYON COUNTY

SECTION 7. COMMITMENTS.

Applicants will fully and completely comply with the conditions of the approved conditional rezone of the Subject Properties from "A" (Agricultural) Zone to "CR-R-1" (Conditional Rezone – Single Family Residential) Zone, which conditions are attached hereto as EXHIBIT "B".

SECTION 8. USES, DENSITY, AND HEIGHT AND SIZE OF BUILDINGS

The density or intensity of use of the Subject Properties is specified in the commitments of Section 7 unless conditioned otherwise (see Exhibit "B"). The uses and maximum height and size of the buildings on the Subject Properties shall be those set pursuant to law, including those contained in the Canyon County Code of Ordinances, that are applicable to an "CR-R-1" (Conditional Rezone – Single Family Residential) zone and those provisions of law that are otherwise applicable to the Subject Property.

SECTION 9. LIABILITY AND INDEMNITY OF COUNTY.

A. COUNTY REVIEW.

Applicants acknowledge and agree that the County is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the County's review and approval of any plans or improvements, or the issuance of any approvals, permits, certificates or acceptances, relating to the use and development of the property described in EXHIBIT "A," and that the County's review and approval of any such plans and the improvements or the issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure or ensure Applicants or any of Applicants' heirs, successors, assigns, tenants, and licensees, against damage or injury of any kind and/or at any time.

B. COUNTY PROCEDURES.

Applicants acknowledge that notices, meetings, and hearings have been lawfully and properly given and held by the County with respect to Applicant's conditional rezone application in Development Services Department Case Number RZ2022-0006 and any related or resulting development agreements, ordinances, rules and regulations, resolutions or orders of the Board of County Commissioners. Applicants agree not to challenge the lawfulness, procedures, proceedings, correctness or validity of any of such notices, meetings, hearings, development agreements, ordinances, rules, regulations, resolutions or orders.

C. INDEMNITY.

Applicants agree to, and do hereby, defend, hold harmless and indemnify the County, the Board of County Commissioners, all County elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any such parties in connection with (i) the County's review and approval of any plans or improvements, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and/or development of the Subject Properties; (ii) any actions taken by the County pursuant to Subsection 9(B) of this Agreement; (iii) the development, construction, and maintenance of the property; and (iv) the performance by County of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

D. DEFENSE EXPENSES.

Applicants shall, and do hereby agree, to pay, without protest, all expenses incurred by the County in defending itself with regard to any and all of the claims identified in Subsection 9 of this Agreement. These expenses shall include all out-of-pocket expenses, including, but not limited

to, attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the County.

SECTION 10. PERIODIC REVIEW.

The County's Development Services Department will administer the Agreement after it becomes effective and will conduct a review of compliance with the terms of this Agreement on a periodic basis, including, but not limited to, each time a development of the Property is platted. Applicants shall have the duty to demonstrate Applicants' compliance with the terms of this Agreement during such review.

SECTION 11. REQUIRED PERFORMANCE.

Applicants shall timely carry out all steps required to be performed and maintain all commitments set forth in this Agreement and as set forth in County laws, ordinances, rules and regulations as they pertain to the Subject Property including, but not limited to, those concerning the commencement of development, completion of development, preliminary platting and final platting.

SECTION 12. DEFAULT AND REMEDIES.

In the event of a default or breach of this Agreement or of any of its terms or conditions, the party alleging default shall give the breaching party not less than thirty (30) days, Notice of Default, in writing, unless an emergency exists threatening the health and safety of the public. If such an emergency exists, written notice shall be given in a reasonable time and manner in light of the circumstances of the breach. The time of the giving of the notice shall be measured from the date of the written Notice of Default. The Notice of Default shall specify the nature of the alleged default and, where appropriate, the manner and period of time during which said default may be satisfactorily cured. During any period of curing, the party charged shall not be considered in default for the purposes of termination or zoning reversion, or the institution of legal proceedings. If the default is cured, then no default shall exist and the charging party shall take no further action.

SECTION 13. ZONING REVERSION CONSENT.

The execution of this Agreement shall be deemed written consent by Applicants to change the zoning of the Subject Properties to its prior designation upon failure to comply with the terms and conditions imposed by the approved conditional rezone and this Agreement. No reversion shall take place until after a hearing on this matter pursuant to Idaho Code §67-6511A. Upon notice and hearing, as provided in this Agreement and in Idaho Code §67-6509, if the properties described in attached EXHIBIT "A " are not used as approved, or if the approved use ends or is abandoned, the Board of County Commissioners may order that the property will revert to the zoning designation (and land uses allowed by that zoning designation) existing immediately prior to the rezone action, i.e., the Subject Properties conditionally rezoned from "A" (Agricultural) Zone designation to "CR-R-1" (Conditional Rezone – Single Family Residential) Zone designation shall revert back to the "A" (Agricultural) Zone designation.

SECTION 14. COMPLIANCE WITH LAWS.

Applicants agree that they will comply with all federal, state, county and local laws, rules and regulations, which appertain to the Subject Property.

SECTION 15. RELATIONSHIP OF PARTIES.

It is understood that this Agreement between Applicants and the County is such that Applicants are an independent party and are not an agent of the County.

SECTION 16. CHANGES IN LAW.

Any reference to laws, ordinances, rules, regulations, or resolutions shall include such laws, ordinances, rules, regulations, or resolutions as they have been, or as they may hereafter be amended.

SECTION 17. NOTICES.

Except as otherwise provided in this Agreement and/or by law, all notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof, (1) when delivered in person on a business day at the address set forth below, or (2) in the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage paid, certified or registered mail, return receipt requested, at the addresses set forth below.

Notices and communications required to be given to County shall be addressed to, and delivered at, the following address:

Director
Development Services Department
Canyon County Administration
111 North 11th Avenue, #140
Caldwell, Idaho 83605

Notices and communications required to be given to the Applicant shall be addressed to, and delivered at, the following addresses:

Name: Christopher and Kathryn Phoenix
Street Address: 23117 White Oak Dr.
City, State, Zip: Caldwell, ID 83607

A party may change its address by giving notice, in writing, to the other party, in the manner provided for in this section. Thereafter, notices, demands, and other pertinent correspondence shall be addressed and transmitted to the new address.

SECTION 18. TERMINATION.

This Agreement may be terminated in accordance with the notice and hearing procedures of Idaho Code §67-6509, and the zoning designation upon which the use is based reversed, upon failure of Applicant(s), a subsequent owner, or other person acquiring an interest in the property described in attached EXHIBIT "A" to comply with the terms of this Agreement. Applicants shall comply with all commitments in this Agreement prior to establishing the approved land use.

SECTION 19. EFFECTIVE DATE.

The commitments contained in this Agreement shall take effect in the manner described in this Agreement upon the County's adoption of the amendment to the zoning ordinance as set forth herein.

SECTION 20.

TIME OF ESSENCE.

Time is of the essence in the performance of all terms and provisions of this Agreement.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO**

APPLICANT




Commissioner, Leslie Van Beek



Christopher Phoenix, Property Owner



Commissioner Keri Smith



Kathryn Phoenix, Property Owner



Commissioner Pam White

ATTEST: Chris Yamamoto, Clerk

BY: 

Deputy

DATE: 8-10-22



(All Applicants must sign and their signatures must be notarized)

STATE OF IDAHO)
) ss.
County of Canyon)

On this 10th day of August, 2022, before me, a notary public, personally appeared Christopher Phoenix, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he/she executed the same on behalf of the Applicant.



Stephanie Hailey
Notary Public for Idaho
Residing at: Canyon County
My Commission Expires: 6-19-2025

(All Applicants must sign and their signatures must be notarized)

STATE OF IDAHO)
) ss.
County of Canyon)

On this 10th day of August, 2022, before me, a notary public, personally appeared Kathryn Phoenix, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he/she executed the same on behalf of the Applicant.



Stephanie Hailey
Notary Public for Idaho
Residing at: Canyon County
My Commission Expires: 6-19-2025

SECTION 1. AUTHORIZATION.

This Agreement is authorized and required by Idaho Code §67-6511A; Canyon County Code of Ordinances 07-06-07 (Conditional Rezoning).

SECTION 2. PROPERTY OWNER.

Applicants are the owner(s) of Subject Properties which is located in the unincorporated area of Canyon County, Idaho, more particularly described in EXHIBIT "A", attached hereto and incorporated herein, which real property is the subject matter of this Agreement. Applicants represent that they currently hold complete legal or equitable interest in the Subject Properties and that all persons holding legal or equitable interests in the Subject Properties or the operation of the business are to be bound by this Agreement.

SECTION 3. RECORDATION.

Pursuant to Idaho Code §67-6511A and Canyon County Code of Ordinances, this Agreement shall be recorded by the Clerk in the Canyon County Recorder's Office and will take effect upon the adoption, by the Board of County Commissioners, of the amendment to the zoning ordinance as set forth herein.

SECTION 4. TERM.

The parties agree that this Agreement shall run with the land and bind the Subject Property in perpetuity, and shall inure to the benefit of and be enforceable by the parties, and any of their respective legal representatives, heirs, successors, and assignees. Provided, however, this Agreement shall terminate if the Board of County Commissioners subsequently rezones the property to allow for a higher density use or if annexation of the Subject Property by a city occurs. In this event, however, the Agreement shall only terminate in regards to the portion of the Property that is actually rezoned or annexed, while the remainder of the Property shall remain subject to the Agreement.

If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then such provision shall continue until twenty-one (21) years after the death of the last survivor of the now living lawful descendants of George Herbert Walker Bush, former President of the United States, or for such shorter period as may be required to sustain the validity of such provision.

SECTION 5. MODIFICATION.

This Agreement may be modified only in writing signed by the parties, or their successors in interest, after complying with the notice and hearing procedures of Idaho Code §67-6509 and the requirements of Canyon County Code of Ordinances. The modification proposal must be in the form of a revised Development Agreement and must be accompanied by a statement demonstrating the necessity for the requested modification.

SECTION 6. APPLICATION OF OTHER LAWS TO THE SUBJECT PROPERTIES.

This Agreement shall not prevent the County in subsequent actions applicable to the Subject Properties from applying new rules, regulations, or policies that do not conflict with this Agreement.

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: 78553

Date: 3/27/2023

Date Created: 3/27/2023

Receipt Type: Normal Receipt

Status: Active

Customer's Name: Kathryn Phoenix - Sleepy Hollow SD Phase 2

Comments: SD2023-0008

CHARGES

Item Being Paid For:	Application Number:	Amount Paid:	Prevs Pymnts:	Unpaid Amnt:
Planning - Combining Preliminary and Final Plats - Short Plat - No Improvements Required	SD2023-0008	\$1,680.00	\$0.00	\$0.00
Planning - Combining Preliminary and Final Plats Additional City Impact Area Fee	SD2023-0008	\$100.00	\$0.00	\$0.00
Planning - Combining Preliminary and Final Plats Additional Per Lot Fee (Per Application)	SD2023-0008	\$20.00	\$0.00	\$0.00

Sub Total: \$1,800.00

Sales Tax: \$0.00

Total Charges: \$1,800.00

PAYMENTS

Type of Payment:	Check/Ref Number:	Amount:
Check	0244	\$1,800.00

Total Payments: \$1,800.00

ADJUSTMENTS

Receipt Balance: \$0.00