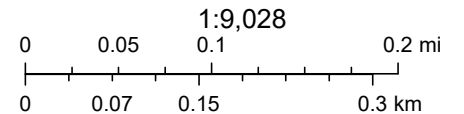


Canyon County, ID Web Map



8/28/2023, 2:03:58 PM

- | | | | |
|--------------------------------------|---------------------|-------------------|-----------------------------|
| Multiple Parcel Search _Query result | Current Impact Area | CanyonCountyRoads | ITDFunctionalClassification |
| Hydro_NHDFlowline | City Limits | Roads | Major Collector |
| Hydro_NHDFlowline | Sections | CC_PrivateRoads | Canyon County Imagery 2022 |
| County Boundary | | | Red: Band_1 |
| | | | Green: Band_2 |



Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA



CONDITIONAL USE PERMIT PUBLIC HEARING - MASTER APPLICATION

PROPERTY OWNER	OWNER NAME: <u>Scott & Denise Smith</u>	
	MAILING ADDRESS: <u>6390 Schmidt Lane, Star ID 83669</u>	
	PHONE: [REDACTED]	EMAIL: [REDACTED]
<p>I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If the owner(s) is a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.</p> <p>Signature: <u>[Signature]</u> Date: <u>28 Aug 2023</u></p>		

APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER	APPLICANT NAME:	
	COMPANY NAME:	
	MAILING ADDRESS:	
	PHONE:	EMAIL:

SITE INFO	STREET ADDRESS: <u>6394 Schmidt Lane</u>	
	PARCEL NUMBER:	<u>R3377401500 Sect: 01, 4N, 2W</u>
	PARCEL SIZE:	<u>10 acre</u>
	REQUESTED USE:	<u>Event Center</u>
	FLOOD ZONE (YES/NO)	<u>No</u>
	ZONING DISTRICT:	

FOR DSD STAFF COMPLETION ONLY:

CASE NUMBER: <u>CU2023-0018</u>	DATE RECEIVED: <u>8/28/23</u>
RECEIVED BY: <u>Ivan K.</u>	APPLICATION FEE: <u>\$950</u> <input checked="" type="radio"/> MO <input type="radio"/> CC CASH



CONDITIONAL USE PERMIT

PUBLIC HEARING - CHECKLIST

CONDITIONAL USE PERMIT - CCZO Section 07-07-05

THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS APPLICATION TO BE DEEMED COMPLETE (PLEASE CHECK OFF THE ITEMS REQUIRED):

Description	Applicant	Staff
Master Application completed and signed	DRS	[Signature]
Letter of Intent (see standards on next page)	DRS	[Signature]
Site Plan (see standards on next page)	DRS	[Signature]
Land Use Worksheet	DRS	[Signature]
Neighborhood Meeting sheet/letter completed and signed	DRS	[Signature]
Proof of application/communication with (varies per application):	DRS	[Signature]
Southwest District Health	DRS	
Irrigation District	DRS	
Fire District	DRS	
Highway District/ Idaho Transportation Dept.	DRS	
Area of City Impact	DRS	
Deed or evidence of property interest to the subject property	DRS	[Signature]
Fee: \$950.00	DRS	[Signature]
\$600.00 (CUP Modification)	DRS	[Signature]
Fees are non-refundable		

An application that requires additional Use Standards per Chapter 7, Article 14 of the Canyon County Code:

- Contractor Shop
- Mineral Extraction (Long Term)
- Wind Farm
- Staging Area
- Manufacturing or processing of hazardous chemicals or gases
- Ministorage Facility

**If applicable, review the Additional Use Standards Below, if not applicable, please disregard them.*

***DISCLAIMER:** The subject property shall be in compliance with the public nuisance ordinance, the building code and the zoning code before the Director can accept the application.

SOL INVICTUS VINEYARD
Sol Invictus Vineyard, LLC
6394 Schmidt Lane
Star, ID 83669

COMPREHENSIVE PLAN & LETTER OF INTENDED USE FOR CONDITIONAL USE PERMIT

Sol Invictus Vineyard is a small to medium size winery with accompanying vineyard to serve as a location for consumers to taste wine, socialize, listen to music, and hold events. Current/existing winery-related events (normal winery operations) include, but not limited to, ticketed and non-ticketed events such as wine dinners, wine classes, wine industry related events, wine releases, wine club releases and gatherings, or special tastings. These events may or may not include music.

Proposal: Designation as an Event Center, use all of the existing 30' x 100' building to host events and conduct wine tastings, and to have hours of operation designated as 7 days per week from 9:00 a.m. to 10:00 p.m. Events associated with the Event Center are proposed to be limited to a maximum of 250 guests at any given time. We are requesting events with 150 or fewer guests be unlimited in the number of events allowed. Events between 151 and 250 guests are proposed to be limited to no more than 24 events annually.

Employees: Current number of part-time employees is 10, with increases up to 15 based on activities or customer traffic. This fluctuates throughout the year depending on the expected number of visitors and maintaining traffic control. This number of employees should be sufficient for near-term operations. We expect to add 3-4 employees in the next year or two to support wine production growth as well as site maintenance.

Time Requirements: We are requesting approval of a Conditional Use Permit for a Winery and Indoor/Outdoor Event Center. These uses are allowed in the proposed RR zoning district. We have previously received approval for a Conditional Use Permit through Canyon County and operate within the limitations of the existing permit. A neighborhood meeting was held on August 4th, 2023, in compliance with the application submittal requirements. Notice of this neighborhood meeting was mailed to property owners within six-hundred feet (600') of the property boundary.

Commencement of the operations: The business was established in September 2015 and began with winery production and agricultural operations. Public operating hours were approved and tasting room business began in October 2019. This application is a request to alter the hours of operations and include authorization for an Indoor/Outdoor Event Center.

Hours of Operation: The winery tasting room is currently operating public hours from 12:00 p.m. to 7:00 p.m., Saturday and Sunday. Winery production and agricultural operations currently function daily, with no time limitations. The Conditional Use Permit for a Winery and Indoor/Outdoor Event Center seeks to gain approval of public operating hours from 9:00 a.m. to 10:00 p.m., daily, with 24 hours a day, seven days a week for the winery production and agricultural operations. While we don't intend to be consistently open outside the hours of 12 pm until 7 pm, it's necessary to have operating hours starting at 9:00 a.m. to allow set-up activities, private events, or enable people to be in the facility to support daily activities such as cleaning or decorating, as examples. Similarly, we would like the option to remain

open until 10:00 p.m. to enable wedding activities, tear down, cleaning, or private events (birthdays, catered dinners, graduation celebrations, etc.). We request these hours to also hold/host activities that the community commonly expects from wineries. The requested hours allow us to host painting parties, dancing classes, flower arranging classes, and many learning events. We also host live music for our guests to enjoy. These times enable us to host live music for various activities.

Property: The parcel consists of 10 acres of which approximately 5 acres is dedicated to agriculture (vineyard), additional space for a caretakers dwelling (owner's living space), and the remainder to winery and tasting room operations. On the property, there are two permanent structures. One is the caretakers dwelling and one is a 30' x 100' building consisting of the tasting room, wine storage, and production space. The winery has an adjacent concrete pad with pergola (12' x 18') that serves many functions, mainly as a space for musical performers. We have added noise reduction backdrops to decrease the impact on our neighbors.

Future plans (*) include building a separate 30' x 80' building dedicated primarily to wine production/storage and the existing facility would then be dedicated to wine tasting and event center activities.

Public and private facilities: Primary Residence – (existing) 5,000 square feet Caretakers Dwelling. Currently lived in by owners. Current personal residential activities not associated with the winery or event center are expected to continue to be allowed. Public facilities include an existing 3,000 square feet wine tasting facility and production area, including two restrooms. Three additional outside public areas are utilized: 1) 900 square feet patio space with pergola adjoining the tasting facility, 2) 2,000 square feet open grass area which includes a 250 square feet patio space with pergola, and 3) 1,400 square feet deck with railing.

Future plans (*) include expanding the existing deck and/or building a new deck (east of existing structure) to augment customer wine tasting operations.

Future plans (*) may include expanding the grass area to the west.

Future plans (*) may include allowing limited camping within existing property boundaries.

Facility Utilities: A Culligan drinking water filtration system has been added to the tasting room to meet Southwest District Health requirements to purify our well water for guests. Bottled water will also be made available to support customer water consumption. The current septic system which is solely dedicated to the 30' x 100' building will support an average of 50 people per day, 7 days a week. Owners will use restrooms in the caretakers dwelling located on the property, which operates on a separate septic system. Additional portable restrooms will be added as necessary to support growth. There is no known impact to irrigation, drainage and stormwater drainage based on our request.

Food: We are approved to and currently offer a small assortment of prepackaged foods commonly paired with wine. Examples include dried fruit, crackers, trail mix, and prepackaged cheeses. We propose to serve additional items typically expected as part of a charcuterie option. These items

include, but are not limited to, meat, cheese, crackers, chocolate, dried fruit, ready to eat fresh fruit, pickles, olives, trail mix, candy, and other pre-packaged snacks. Surface areas, where food is prepared, will be cleaned regularly using appropriate disinfectants. In addition to charcuterie food, we will also offer catered meals, wine and food pairings, and invite food trucks throughout the year. When hosting catered events, catered dinner attendance will not exceed the maximum guest allowance as defined in this proposal. Catered dinners will be prepared offsite.

Site improvements: Beginning 2015, we transformed an underutilized agricultural site into a productive 5-acre vineyard. Additionally, we transformed a 30'x100' workshop/carport facility into a wine production and tasting room center. As a requirement to operate the improved facility, we improved the approach apron between Foothill Road and Schmidt Lane as well as upgraded Schmidt Lane to handle any increased traffic. An additional road was created from Schmidt Lane to the production/tasting facility to meet Fire Department access requirements. We added an extra septic system to support Health District requirements.

Future plans (*) include building a gravel turn around alongside Schmidt Lane (within the current property boundaries) approximately 500 feet from the current winery entrance. This is designed to enable drivers, who missed the well-posted entrance to winery, sufficient space to turn around and not proceed farther down Schmidt Lane and potentially inconvenience neighbors.

Roads: There are two existing roads on the property. A paved road exists for egress support. A gravel road also exists for in-bound/out-bound traffic. The paved road leads from the tasting room and exits onto Schmidt Lane with approximately 300' to reach Foothill Road. The gravel road leads from the tasting room and exits almost directly onto Foothill Road (less than 100").

Parking: Parking in front of the existing building consists of 12 marked spaces (mix of paved and gravel) and 1 handicap spot. Immediately prior to the building is an additional 8 marked spaces on gravel. Additional overflow parking areas (gravel) are available to the east and west of the existing gravel road. These spaces can accommodate up to 75 cars. The gravel road has sufficient width to accommodate parking and enable rescue/emergency vehicles access to all facilities on site.

Traffic: We consistently monitor Schmidt Lane and Foothill Road to ensure no winery traffic is parked on these roads and to protect neighbors unobstructed access to and from their homes. We have added 6 traffic signs (5 metal signs and a 6'x 8' banner) to deter guests looking for the winery from proceeding down Schmidt Lane. We have purchased golf carts to enable us to quickly engage with incoming/outgoing traffic, control the number of vehicles, and turn away vehicles when the traffic exceeds available parking spaces.

Buffering/Noise levels: The majority of buffering to the south and east are vineyards or native vegetation. Structures exist to provide additional noise buffering to the north and west of the outside winery public areas. Additional noise buffering barriers (walls, grasses, landscaping) have been added to aid in noise reduction.

Dust Levels: The main area around the winery tasting room, proposed event center, and production facility is asphalt. The gravel road to the facility meets the requirements of the existing Conditional Use Permit. For additional dust control, we are seeking to use dust palliatives (water, hygroscopic compounds, and organic non-petroleum products). Dust palliatives are products that are applied to surfaces to minimize airborne dust. Within the vineyard, we utilize native vegetation practices to reduce airborne dust.

Future plans (*) include paving (asphalt) the gravel road as part of phase 1. The current gravel parking areas will be similarly paved as part of a long-term phase 2.

Air and water quality: No known issues. The existing well has been tested by a commercial entity to validate the safety of well water. All drainage will be retained on site.

Material delivery: Raw materials are delivered directly from offsite vineyards and the onsite vineyard to the onsite production facility using vehicles with trailers up to 52' in length. The larger vehicle deliveries occur typically three times a year, with 2 – 3 deliveries each event. The larger vehicle deliveries typically consist of grapes, juice, and bottles. All other deliveries for material are provided through smaller vans commonly utilized by USPS, FedEx or UPS. We expect that to remain typical with proper planning.

Finished product and distribution: Our products are available primarily on-site. We are proposing and currently exploring distribution options to restaurants, but it will be at least 1 to 2 years before any serious exploration of distribution outside of a few local restaurants. Additionally, we are frequently requested to support and pour/provide our products at local off-sites, fund-raising events, and musical venues. Additionally, we remain committed to responsible growth by restricting club memberships: 0 in 2019-2020, 100 memberships in 2021, 200 memberships in 2022, and 300 in 2023. We will not increase memberships in 2024 and will re-evaluate in 2025.

Future plans (*) include distribution of wine to states outside of Idaho. This will increase the number of times smaller delivery vans such as USPS, Fed Ex or UPS will stop at the winery to pick up out-going parcels.

Marketing/Off-site Community Activities: While our products are available primarily on-site, we frequently support off-site events. This area will expand as we gain more brand awareness. As an example, we will continue to support the Military Order of the Purple Heart (Idaho Chapter), Star Police, Star/Middleton Fire Department, Star Outreach Food Bank, Life's Kitchen, Rocky Mountain Elk Foundation, Southwest Idaho Business Alliance, and many others. We are strong supporters of our community and will remain dedicated to these efforts. We self-limit marketing for the winery by using only social media sites (Facebook, Instagram, and a website).

Growth: We recognize the tremendous growth occurring within the immediate, surrounding area with new subdivisions and businesses being built frequently. We worked hard to control our own growth and avoid impacting our neighbors unnecessarily. We have limited marketing and rely primarily on word of mouth for new customers. We restricted club memberships and will turn away prospective club members as an additional means to ensure limited growth. New club memberships will only be available

as current members cancel their memberships. Based on 2021-2022 turnover rates, we anticipate a turnover of no more than 50 memberships per year.

Local businesses and development: With the proper traffic controls, the impact on adjacent properties is minimal. There are many factors that contribute to the character of our area. To our north is an event center (High Desert Station) that is within 1,000 feet of our property lines. Their main traffic route is via Blessinger Road to Highway 44. This site is frequently utilized for large scale events, to include outdoor events. Also within proximity to our property is an airstrip currently utilized by a commercial company offering skydiving options. Air traffic is frequent, and this is an active business used nearly year-around. A go-kart track is within this area and can be heard when the site is utilized. Our area is also impacted by Firebird Raceway, which can be clearly heard from our location. There are also plans for a golf course (Willowbrook Golf Course) to be developed within our immediate impact area that will be relevant to our area. We propose that the operation of our winery and vineyard is compatible with the other uses in the general area. In addition to sparse, existing rural single family uses, the surrounding area includes a mixture of existing and future approved uses including the Eagle Rodeo, future Eagle Sports Complex, and BLM land with public access.

Star has grown significantly in the past 4 years. What was once a sea of fields is now rooftops. Once a quaint, small town is now a bustling city and Foothill Road traffic is not a quiet back road, but used extensively by construction equipment, trucks, new neighbors and as a throughfare to avoid Highway 44/State Street. We have witnessed the additional residential subdivisions along Can-Ada Road (Pristine Springs, Aliso Creek, etc), and along New Hope Road (Haven, Trapper Ridge, Hope Springs, Greendale Grove, Cresta Del Sol, and many others). We also recognize the expansion of Highway 16 and Highway 44 that will have a significant impact. Our impact on existing and future traffic patterns, schools, irrigation facilities, and emergency services is negligible.

These factors contribute to the character of our area.

It is the intent of this land use designation to help to preserve Star's rural feel. Huge manicured "Rural Residential" lots are discouraged and therefore manicured home site areas on these properties should not exceed 1/2 acre. Uses may include active agriculture, viticulture, equestrian, and residential. Uses include native open space and small-scale active farmland. The Rural Residential land use is not amenity based (sewer, water, schools) and will usually be located away from goods and services. These areas encourage the keeping and raising of crops and/or animals and do not necessarily include manicured yards, sidewalks, bike paths, or planned park and recreation facilities.

We believe that this proposed use will not create excessive additional costs for public facilities and services and will not be detrimental to the economic welfare of the community. To the contrary, wineries provide a positive economic impact to the community. The proposed use will not involve activities or processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors. The proposed use will not result in the destruction, loss or damage of a natural, scenic or historic feature considered to be of major importance.

We propose that the design, construction, operation, and maintenance will be compatible with other uses in the general neighborhood and with the existing or intended character of the general vicinity and that such use will not adversely change the essential character of the same area. The proposed use, if it complies with all conditions of the approval imposed, will not adversely affect other property in the vicinity.

We have included potential future plans and identified them with an asterisk (*). All plans will be presented to the proper County and local district officials to obtain the proper permits. All future improvement phases are subject to review of a Certificate of Zoning Compliance, as required. All current building and fire codes will be complied with prior to any public occupancy. The conditional use permit is intended for the sole use of the current Sol Invictus Vineyard LLC owners and their immediate family members.

In summary, we respectfully submit this application for a conditional use permit identifying Sol Invictus Vineyard LLC, located at 6394 Schmidt Lane, Star ID 83669 be designated as an Event Center, be approved for use of the existing 30' x 100' building (to include the outside supporting space) to host events and conduct wine tastings, and to have our hours of operation designated as 7 days per week from 9:00 a.m. to 10:00 p.m.

* Proposed New Production Facility

Winery Facility: existing tasting room and production (* Proposed Event Center)

Existing Septic

Property Boundary

* Proposed Camping Spots

Existing Parking

Existing Parking

Existing outdoor seating, pergolas, and deck

* Proposed Deck

* Proposed Camping Spots

Vineyard

Vineyard

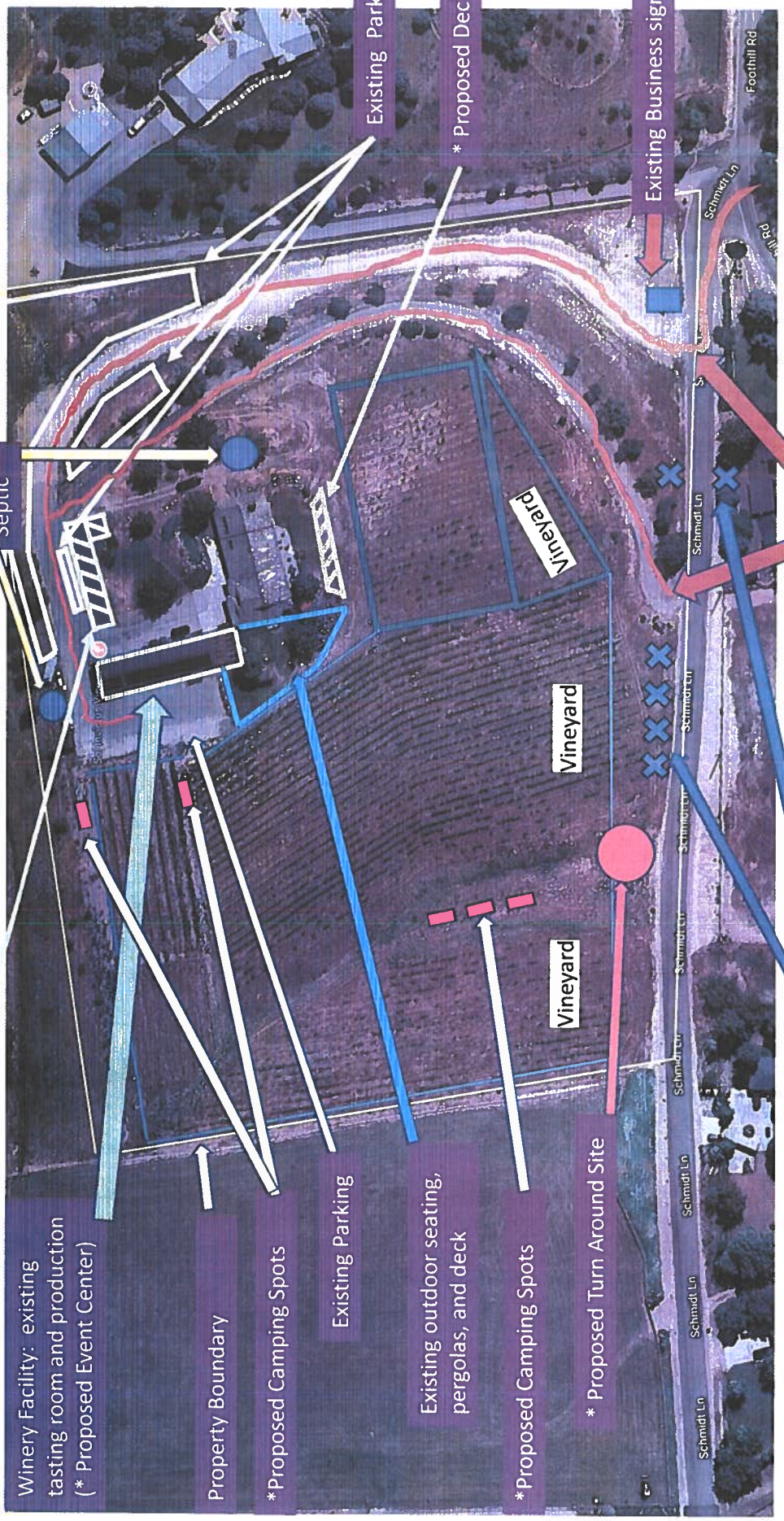
Vineyard

* Proposed Turn Around Site

Existing Business sign

Existing Private Drive Signs/Notices to Drivers to Turn Around (X)

Existing Business Access/Egress



LAND USE WORKSHEET

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: _____

How many Individual Domestic Wells are proposed? _____

2. **SEWER (Wastewater)** Individual Septic Centralized Sewer system

N/A – Explain why this is not applicable: _____

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: _____ Height: _____

8. **STORMWATER:** Retained on site Swales Ponds Borrow Ditches

Other: _____

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

RESIDENTIAL USES

1. NUMBER OF LOTS REQUESTED:

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

2. FIRE SUPPRESSION:

Water supply source: _____

3. INCLUDED IN YOUR PROPOSED PLAN?

- Sidewalks Curbs Gutters Street Lights None

NON-RESIDENTIAL USES

1. SPECIFIC USE: Event Center

2. DAYS AND HOURS OF OPERATION:

- Monday 9 am to 10 pm
 Tuesday 9 am to 10 pm
 Wednesday 9 am to 10 pm
 Thursday 9 am to 10 pm
 Friday 9 am to 10 pm
 Saturday 9 am to 10 pm
 Sunday 9 am to 10 pm

3. WILL YOU HAVE EMPLOYEES? Yes If so, how many? 12 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? 100

Is there is a loading or unloading area? yes

ANIMAL CARE-RELATED USES

1. **MAXIMUM NUMBER OF ANIMALS:** _____

2. **HOW WILL ANIMALS BE HOUSED AT THE LOCATION?**

Building Kennel Individual Housing Other _____

3. **HOW DO YOU PROPOSE TO MITIGATE NOISE?**

Building Enclosure Barrier/Berm Bark Collars

4. **ANIMAL WASTE DISPOSAL**

Individual Domestic Septic System Animal Waste Only Septic System

Other: _____

Jul 24, 2023

Dear Neighbor,

We are in the process of submitting an application for a Conditional Use 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 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 Canyon County DSD regarding the Public Hearing via postal mail, newspaper publication, and/or a display on the property for which the Conditional Use Permit is applied.

The Neighborhood Meeting details are as follows:

Date: Aug 4, 2023

Time: 7pm

Location: 6394 Schmidt Lane, Star, ID 83669

Property description: Sol Invictus Vineyard LLC

The project is summarized below:

Site location: Sol Invictus Vineyard LLC, 6394 Schmidt Lane, Star, ID 83669

Proposed access: extend winery hours of operation to include Thu and Fri; and request designation as an event center to conduct events on site.

Total acreage: 10

Proposed lots: N/A

We look forward to the neighborhood meeting and encourage you to attend. At that time we will answer any questions you may have.

Please do **not** call Canyon County Development Services regarding this meeting. This is a PRE-APPLICATION requirement and we have not submitted this application for consideration at this time. Our previous application has been withdrawn. The County currently has no information on this project.

If you have any questions prior to the meeting, please contact me at phone: 208-286-7401, email: denise@solinvictusvineyard.com, or Sol Invictus Vineyard, 6394 Schmidt Lane, Star, ID 83669.

Sincerely,

A handwritten signature in blue ink that reads "Scott & Denise Smith". The signature is written in a cursive, flowing style.

NEIGHBORHOOD MEETING SIGN-UP

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



NEIGHBORHOOD MEETING SIGN UP SHEET

CANYON COUNTY ZONING ORDINANCE §07-01-15

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: 6394 Schmidt Lane	Parcel Number: R3377401500
City: Star	State: ID ZIP Code: 83669
Notices Mailed Date: Jul 24, 2023	Number of Acres: 10 Current Zoning:
Description of the Request: Event Center and Extended Hours	

APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: Scott and Denise Smith
Company Name: Sol Invictus Vineyard
Current address: 6390 Schmidt Lane
City: Star State: ID ZIP Code: 83669
Phone: [REDACTED] Fax: [REDACTED]
Email: [REDACTED]

MEETING INFORMATION

DATE OF MEETING: Aug 4, 2023	MEETING LOCATION: 6394 Schmidt Lane	
MEETING START TIME: 7pm	MEETING END TIME: 8:15pm	
ATTENDEES: 8 total people		
NAME (PLEASE PRINT)	SIGNATURE:	ADDRESS:
1. CRIS / NAUCI	[Signature]	6306 FEASTALL RD
2. JASON LAASE	[Signature]	6543 SCHMIDT LN
3. STEVE JONES	[Signature]	6743 SCHMIDT LN
4. Sheri Jones	[Signature]	6743 Schmit Ln.
5. BRANDY RUDOLPH	[Signature]	6770 Schmit Ln
6. ERIC RUDOLPH	[Signature]	6770 Schmitt Ln
7. Luke Ertebach	[Signature]	6745 Willis Rd.
8.		
9.		

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):

Denise R. Smith

APPLICANT/REPRESENTATIVE (Signature):

Denise R. Smith

DATE: 8, 4, 23



AGENCY ACKNOWLEDGMENT

Date 08/01/2023
Applicant Sol Invictus Vineyards, LLC
Parcel Number R3377404500
Site Address 6394 Schmidt Ln

SIGNATURES DO NOT INDICATE APPROVAL OR COMPLETION OF OFFICIAL REVIEW
The purpose of this form is to facilitate communication between applicants and agencies so that relevant requirements, application processes, and other feedback can be provided to applicants early in the planning process.

Southwest District Health:

[X] Applicant submitted/met for informal review.

Date: 08/01/2023 Signed: Anthony Lee
Authorized Southwest District Health Representative
(This signature does not guarantee project or permit approval)

Fire District:

[X] Applicant submitted/met for informal review.

Date: 7/26/23 Signed: [Signature] O. ISHS
District: STAR FPD
Authorized Fire District Representative
(This signature does not guarantee project or permit approval)

Highway District:

[X] Applicant submitted/met for informal review.

Date: 8/15/23 Signed: [Signature]
District: CHD 4
Authorized Highway District Representative
(This signature does not guarantee project or permit approval)

Irrigation District:

[X] Applicant submitted/met for informal review.

Date: 6/9/23 Signed: [Signature]
District: Farmers Union District Co.
Authorized Irrigation Representative
(This signature does not guarantee project or permit approval)

Area of City Impact

[X] Applicant submitted/met for informal review.

Date: 7-26-23 Signed: [Signature]
City: [Signature]
Authorized AOCI Representative
(This signature does not guarantee project or permit approval)

DISCLAIMER: THIS ACKNOWLEDGMENT IS ONLY VALID SIX MONTHS FROM THE DATE ISSUED

Return To:
Document Management
Quicken Loans, LLC
1050 Woodward Ave
Detroit, MI 48226-1906

Prepared By:
Charlie Wasczenski
1050 Woodward Ave
Detroit, MI 48226-1906
(313)373-0000

70023904 ^[Space Above This Line For Recording Data] 3474815035
7220405 DEED OF TRUST
MIN 100039034748150358
VA Case Number: 47-4760230146

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 May 11, 2021, together with all Riders to this document.
(B) "Borrower" is Scott E. Smith and Denise Rivera Smith, husband and wife

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Quicken Loans, LLC

Lender is a Limited Liability Company
organized and existing under the laws of the State of Michigan

6111509967
IDAHO Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP ®
Wolters Kluwer Financial Services

Form 3013 1/01 (rev. 7/08)
VMP6A(ID) (1302).00
Page 1 of 17
Initials: *ARS*



Lender's address is 1050 Woodward Ave, Detroit, MI 48226-1906

(D) "Trustee" is First American Title

(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 May 11, 2021. The Note states that Borrower owes Lender Eight Hundred Seventy Thousand and 00/100 Dollars (U.S. \$ 870,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 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]:

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify] Legal Attached

(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. Section 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 [Type of Recording Jurisdiction] of _____ Canyon [Name of Recording Jurisdiction] :

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
SUBJECT TO COVENANTS OF RECORD.

Parcel ID Number: 33774015 0 which currently has the address of
6390 Schmidt Ln [Street]
Star [City], Idaho 83669-6161 [Zip Code]

("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 foreclosure 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.



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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



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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. 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.

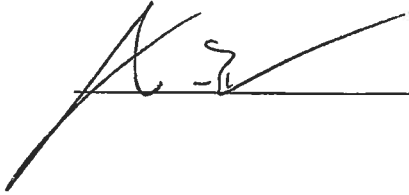
24. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and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

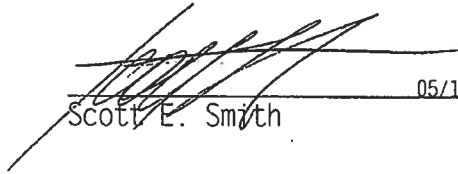
25. Area and Location of Property. The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres,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

Witnesses:




_____ 05/11/2021 (Seal)
Scott E. Smith -Borrower


_____ 05/11/2021 (Seal)
Denise Rivera Smith -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower



STATE OF IDAHO, Canyon

County ss:

On this 11th day of May, 2021

, before me, *Jim Barron*

a Notary Public in and for said county and state, personally appeared Scott E. Smith and Denise Rivera Smith

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
 Notary Public residing at: *ID*
 My Commission Expires: *8/26/2025*

Loan origination organization Quicken Loans, LLC
 NMLS ID 3030
 Loan originator Andrew J Gurnsey
 NMLS ID 2007915



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: 80336

Date: 8/28/2023

Date Created: 8/28/2023 **Receipt Type:** Normal Receipt **Status:** Active
Customer's Name: Scott & Denise Smith - Sol Invictus Vineyard LLC
Comments: CU2023-0018

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 Use Permit	CU2023-0018	\$950.00	\$0.00	\$0.00
	Sub Total:	\$950.00		
	Sales Tax:	\$0.00		
	Total Charges:	\$950.00		

PAYMENTS

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Check	1579	\$950.00
	Total Payments:	\$950.00

ADJUSTMENTS

Receipt Balance: \$0.00