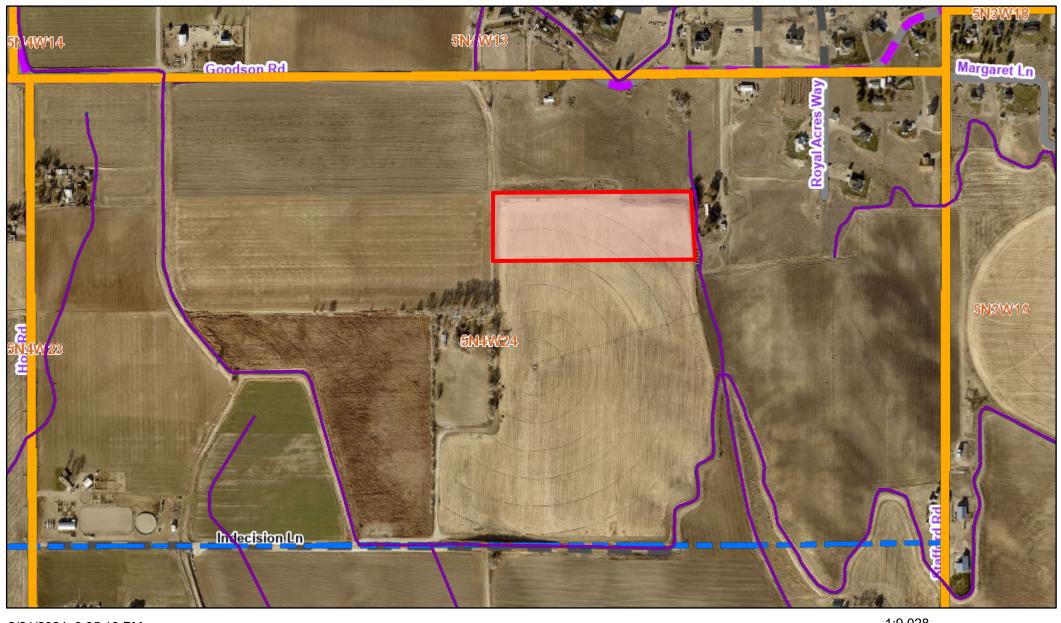
# Canyon County, ID Web Map







# APPEAL OF DECISION APPLICATION

APPELLANT	MAILING ADDRESS: 19114 Galloway Rd, Cabwell 8360 PHO EMILIANDE EMILIANDE PHONE PHO			
Property owner:	Other Appellant:			
Signature:	Date: 2-21-2024			
REPRESENTATI IF DIFFERENT FROM THE APPELLANT	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -			
SITE INFO	PARCEL NUMBER: R38437011  PARCEL SIZE: 10 acres			
CASE NUMBER OF REQUESTED APPEAL:  AD2023-0060 (MOD)				
FOR DSD STAFF COMPLETION ONLY:  CASE NUMBER AD 1 (2) 1 - 0 (1) DATE RECEIVED: 2 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2 1 / 2				
RECEIVED BY: EMILY KIESTER APPLICATION FEE: 600 CK CC CASH				





# **APPEAL OF DECISION** CHECKLIST

# GENERAL APPEAL PROCEDURE CCZO - Section 07-05-05 or 07-05-07

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		
Letter of Intent/Statement of Reason		
Fee: \$600.00		
**Fees are non-refunda	ble**	

\*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.

February 21, 2024

Destiny Platt 19114 Galloway Rd Caldwell, ID 83607

Canyon County Board of Commissioners Brad Holton Leslie Van Beek Zach Brooks

RE: Letter of Intent to Appeal Denial AD2021-0060 (MOD)

Dear Board of Commissioners.

I am appealing an administrative decision amendment denying my request to change access from Indecision Ln to Goodson Road for the following reasons:

Administrative denial is based on following incorrect facts and conclusions stated in the administrative decisions and letters:

- I do not have legal access to Parcel #3 as previously instructed by Development Services when applying for the lot split in 2021. The documentation that was used in the original administrative decision, i.e. Record of Survey (Exhibit A) did not identify a residential easement to Parcel #3 from Indecision Ln. It is specifically labeled an easement for utilities, irrigation well and maintenance which supports the reduction in the easement as it is for agricultural purposes. There are no conflicts from what was submitted with the original application.
- The RUMA is very broad in its description. Nowhere does it state specific parcel access from Indecision Ln for Parcel #3
- The only description that states access for parcel #3 from Indecision Ln is Exhibit B. This is where
  I believe the errors were made. The original Record of Survey was colored with an orange line by
  Development Services from Indecision Ln to Parcel #3 and labeled as an Ingress/Egress
  Easement.
- The Record of Survey (Exhibit A) states to see sheet 2 which was included with the original administrative decision. On sheet 2 it specifically states from Goodson Rd, 25 ft Public ROW easement. My warranty deed states my property (Parcel #3) is subject to all easements and rights-of-ways of record or implied.
- Development Services used inaccurate information provided by Black Canyon Irrigation District
  as to the validity of the Public ROW in the original administrative decision stating it was not a valid
  contract. This contract was not theirs to speak to as it is a contract between Bureau of
  Reclamation and Canyon County. BOR supports the continued existence and use of the 1978
  contract.
- The 1978 easement touches the North boundary of my property. It does not continue onto and burden my property for the benefit of the one existing dwelling unit. I have worked with that landownerand gave him a corrected easement across my property so that he would have legal access to his property. The drawing in the 1978 contract listed as Exhibit A is incorrect, but was relied on by Development Services stating it was only issued for that specific property.

- I am not requesting that Canyon County maintain the Public ROW nor am I asking it to be operated as a Public Road. Both of which were listed as the Board's reasons for denial in your letter dated December 08, 2023.
- My request to use the existing driveway would not put undue hardship on taxpayer dollars and the public since my request would not commit the County to maintain the Public ROW. Nor would it cause unnecessary liability to the County in any way that does not already exist because of the continued use the existing residence causes using the Public ROW in the same manner that I am requesting. I am not requesting a new type of use as it has always served one residence and agricultural purposes and it is improved and unpaved.
- It would not be appropriate for the Public ROW to be transferred to the Notus Parma Highway District at this time as the use is that of one existing dwelling unit and access to several farm fields, irrigation structures and pump station facilities. Driveways are not maintained by Highway Districts. Nor are they taxed as a road. I feel this addresses the other concerns that have been stated in your previous letters.

Goodson Road access to Parcel #3 is available, existing, more efficient, economical, convenient and a more direct route for EMS services than Indecision Lane access.

#### In addition:

- Canyon County Code supports the request with its definitions and land use provisions relating to: access, private driveway, etc.
- The Bureau of Reclamation supports the request because it is consistent with 1978 public ROW
  easement.
- The Fire Dept. supports the request because of it being the most direct route, a shorter response time and better life and overall safety for my family.
- The Sheriff Dept supports the request because of it being the most direct route, a shorter response time and better life and overall safety for my family.
- The Paramedics Dept. supports the request because of it being the most direct route, a shorter response time and better life and overall safety for my family.
- Notus-Parma Highway District will approve an approach permit from Goodson Road as soon as the county says in writing that my family can use the county's public ROW easement.

I have shown in my previous requests where the Public ROW is in accordance with state codes and county ordinances and my application to amend the administrative decision is consistent with those codes and ordinances.

I look forward to meeting with the Board at your earliest convenience. Thank you for taking the time to read my request. I have included a copy of the 1978 Road ROW contract, the misinformed email from Black Canyon Irrigation, my property's warranty deed and legal description, and the record of survey from 2021 that was used with the originally approved administrative land split for your review.

Sincerely,

Destiny Platt



# United States Department of the Interior

BIRIM OF PERMANERS
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IN THE SERVICES SERVICES
IN THE SERVICES SER

420 774

AND STATE

Hemorandum

To:

Project Superintendent

Attn: 400

From:

Regional Supervisor of Water, Power and Lands,

Boise, Idaho

Subject:

Right-of-Way Easement for Canyon County Road,

Boise Project - Payette Division

Enclosed are two copies of the agreement providing Canyon County an easement for a county road. The agreement has been assigned the contract number 8-07-10-L0194. The County's copy was hand carried to the county courthouse for recording by Mrs. Josephson of Western Realty. There was only one copy signed by the County. It is on file in the Canyon County Courthouse. A conformed copy has been retained in this office.

Mail Stormon

Enclosure

RICHARD L. MARRIS ROBERT J. ELGEE DENNIS E. GOFF STEPHEN W. DRESCHER WILLIAM B. DILLON III

Caler Deputy

## JAMES C. MORFITT

CANYON COUNTY PROSECUTING ATTORNEY

COURTHOUSE P. O. BOX 668 CALDWELL, IDAHO 83505

> ₹нон92321 AREA CODE 208 484-0442

June 21, 1978

Board of Commissioners Canyon County Courthouse Caldwell, ID 83605

Road Right of Way Easement Contract

Gentlemen:

I have reviewed the proposed contract between Canyon County and the Bureau of Reclaimation concerning the road right of way easement and it appears to be legally proper.

Sincerely,

WILLIAM B. DILLON

Deputy Prosecuting Attorney

WBD/jw

# United States Department of the Interior BUREAU OF RECLAMATION PACIFIC NORTHWEST REGIONAL OFFICE

Central Snake Projects Office Boise Project - Payette Division

# RECORD OF EXECUTION OF CONTRACT

Contractor Canyon County, Stat	te of Idaho	
Contract No. 8-07-10-10194		
Estimated amount involved \$ Horo.  Purpose Right of way easement	***************************************	
Pomania i		
Remarks:		
	***************************************	
Pla	ice Boise, Idaho	Date [une 27, 1978]
1. Contract transmitted to Field Soli	citor for legal appropria	
AN AND ADDRESS OF THE PARTY OF	credital legal applicat.	
1/2/28		
$O^{\prime\prime}$	i 12 c	Regional Supervisor of
	nit com	Regional Supervisor of
		, litte)
Pla	ice. Boise, Idaho	Date June 27, 1978
<ol><li>Contract given legal approval.</li></ol>		
	Robert S.	2
	[what?]	Lever
		Field Solicitor
<ol><li>Contract executed and transmitted</li></ol>	i to the foliowing:	
contract - RO files		
Stranger and the last and the		Ψ.

original to contractor

Copy to: Project Fuserintendent, Boise, Idaho RO 426

# UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

Central Snake Projects Office Boise Project - Payette Division

### ROAD RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made this day of funce, 197% pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Federal Reclamation Laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this agreement, hereinafter called the Contracting Officer, and CANYON COUNTY, STATE OF IDAHO, a body politic, hereinafter called the County, acting by and through its Board of County Commissioners, hereinafter styled the Board.

### WITNESSET !. THAT:

- 2. WHEREAS, in connection with the Payette Division of the Boise Project, Idaho, the United States, through the Bureau of Reclamation, Department of the Interior, has, pursuant to Federal Reclamation Laws, withdrawn certain public lands in connection with the aforementioned Project; and
- 3. WHEREAS, the County desires to utilize portions of such land for the purpose of constructing and maintaining a County road upon the premises.
- NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:
- 4. The United States hereby grants to the County, subject to the terms and conditions of this agreement, an easement to construct, operate and maintain a county road upon the property of the United States described as the west 25 feet of the Walker of Section 24, Township 5 north, Range 4 west, Boise meridian, Canyon County, Idaho, as shown on the attached plat marked Exhibit "A" and by this reference made a part hereof.

The above described tract of land contains 0.38 acres, more or less, and is subject to all existing easements and rights-of-way.

5. The County shall use said premises for the purposes stated herein and agrees that in the use of said premises it shall conduct

its operations in a good and workmanlike manner, and shall insure compliance with the laws of the State of Idaho, and with all laws, regulations and orders of the United States affecting such operations. The failure of the County, after due notice, to abide by any of the terms and conditions of any of such applicable laws, rules and regulations shall cause this easement to be subject to immediate termination at the option of the Contracting Officer.

6. This easement is granted subject to all rights previously acquired by third parties.

### 7. The County agrees as follows:

- a. There is reserved to the United States, its successors and assigns, the prior right to use any of the right-of-way herein described to construct, operate and maintain all structures and facilities, including but not limited to canals, wasteways, laterals, ditches, roadways, electrical transmission lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.
- b. That if the construction of any or all of such structures and facilities across, over or upon said right-of-way should be made more expensive by reason of the existence of improvements or works of the County thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within 30 days after demand is made upon the County for payment of any such sums, the County will make payment thereof to the United States or any of its successors or assigns constructing such structures and facilities across, over and upon said lands. As an alternative to payment, the County at its sole cost and expense and within time limits established by the Government, may remove or adapt facilities constructed and operated by it on said right-of-way to accommodate the aforementioned structures and facilities of the United States. The County shall bear the cost to the Government of any costs occasioned by the failure of the County to remove or adapt its facilities within the time limits specified
- c. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said right-of-way for the purpose of exercising, enforcing and protecting the rights reserved herein.
- d. That the United States, its officers, agents and employees and its successors and assigns, shall not be held liable for any damage to the County's improvements or works by reason of the

exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this agreement.

- 8. The County hereby agrees to indemnify and hold harmless the United States, its agents and employees, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the County's activities under this agreement.
- 9. The County will use, operate and maintain the land covered by this easement in such a manner as not to interfere with the operation and maintenance of the Boise Project, Payette Division; or with the administration of adjacent land owned by the United States.
- 10. The County shall reseed and establish grass on the road cuts where erosion may occur. These areas will be determined by the Contracting Officer.
- 11. The provisions of this easement shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this easement or any part or interest therein shall be valid until approved by the Contracting Officer.

#### 12. This easement shall terminate:

- a. At the option of the Contracting Officer if the County fails to comply with any of the terms and conditions thereof.
- b. At the option of the Contracting Officer upon discontinuance by the County of the use of the land covered by this easement for the purposes herein stated for a period of twelve (12) consecutive months.
- c. At the reguest by the County by giving written notice to the Contracting Officer.
  - 13. The County hereby agrees as follows:
- a. To comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 241) which provides that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance," and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR 17.

- b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements
- 14. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this easement the day and year first above written.

THE UNITED STATES OF AMERICA

Regional Director, Fil Region

Bureau of Reclamation

Box 043 - 550 West Fort Street

Boise, Idaho 83724

CANYON COUNTY, STATE OF IDAHO

By Craffill Chairman of the Board of

County Commissioners

(SEAL)

Attest:

This agreement has been considered and is hereby approved by the BLACK CANYON IRRIGATION DISTRICT this 6th day of June  $1978\,$ 

BLACK CANYON IRRIGATION DISTRICT

By Robert 10 Hill

Attest:

Secretary of the Board

STATE OF IDAHO County of Ada

On this 27 day of June , 1978, personally

appeared before me Rodney of Vissia, , to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITHESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

State of Idaho

Residing at: Boise

My commission expires: 466

My Bond Expires June 10, 1979

(SEAL)

STATE OF IDAHO

County County

On this 22 day of June, 1978, personally

appeared before me Earl Giles , Bill Andergon , and

Stow E. Pilcher, to me known to be the members of the Board of Commissioners, Canyon County, Idaho, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said County for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written,

Notary Public is and for one

State of Idaho

Residing at: //www. My commission expires: 8/20/78

(SEAL)

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Exhibit "A"

2021-052157 RECORDED 07/26/2021 02:32 PM



CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=4 MBROWN \$16 00
AGR

THOMAS PAUL



Canyon County
Recorder's Office
Document
Cover Sheet



Celevald to Itak

#### LXMIDIT /

# PRIVATE ROAD MAINTENANCE AGREEMENT

This agreement is for the construction, repair and maintenance of the private lane/lanes and easement identified in Exhibit "A" attached hereto and is entered into with the current landowners and will apply to all future lot owners and their heirs, successors and assigns and will bind and ensure to the benefit of each parcel for ingress/egress access. No construction of the private road and easement shall occur or be required until such time that any lot owner obtains a residential building permit to improve a lot. As any lot owner/owners proceed with obtaining a building permit, that lot owner will be required to improve and construct the easement road to access their lot. Parcel 2 has agricultural access and shall not be restricted.

It is the mutual desire of all parties to maintain the private road easement in a safe and usable for all weather conditions by all current and future lot owners. The private roads must be maintained for the safe passage of emergency vehicles, first responders and any civil authorities that require access on the private road and cannot be gated or otherwise restrict access by adjoining lot owners.

The cost of maintaining and repairing the private lane/lanes easement will be shared by all lot owners for their pro-rata share and shall apply to the full length and width of the private road easement, related drainage culverts and irrigation lateral crossings. In the event the identified parcels are subdivided further, any additional lot owners accessing the private road/easement shall be responsible for their pro-rata share of all costs pertaining to the road maintenance, repairs and construction.

It is understood that the landowners with residential occupancy will act as agents to contract and oversee the acts necessary to accomplish the maintenance and repairs required. Decisions to authorize maintenance and repairs shall be made by majority of the lot owners.

In witness whereof, the parties have executed this agreement on this day.

This agreement shall be governed by the laws of the State of Idaho.

-----

Joya W. M. Jose Jøyce M Goodson

STATE OF IDAHO

:SS

County of Canyon

2021-051180 RECORDED

07/21/2021 03:56 PM

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CHRIS YAMAMOTO
CANYON COUNTY RECORDER
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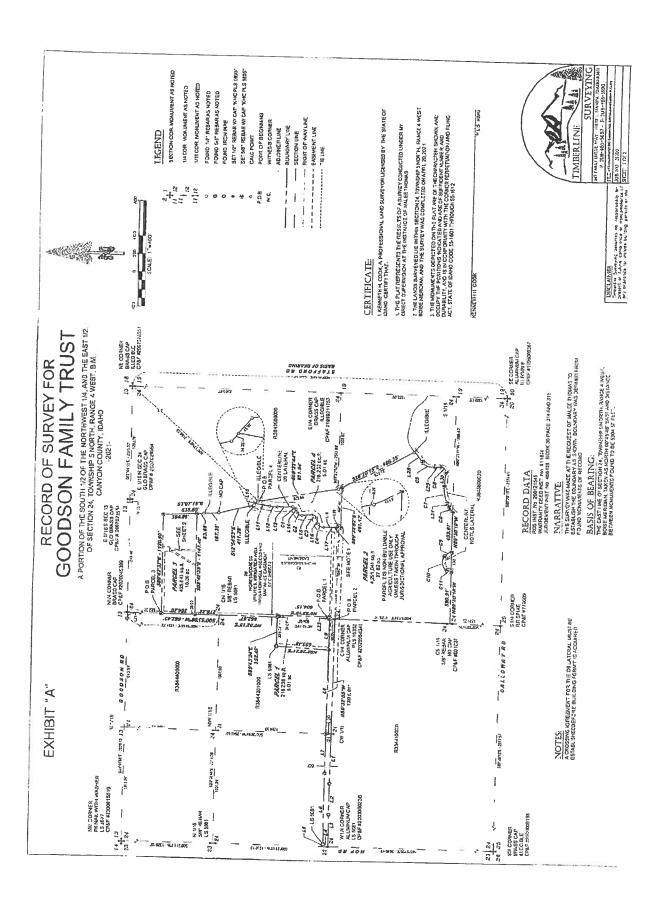
PAUL THOMAS

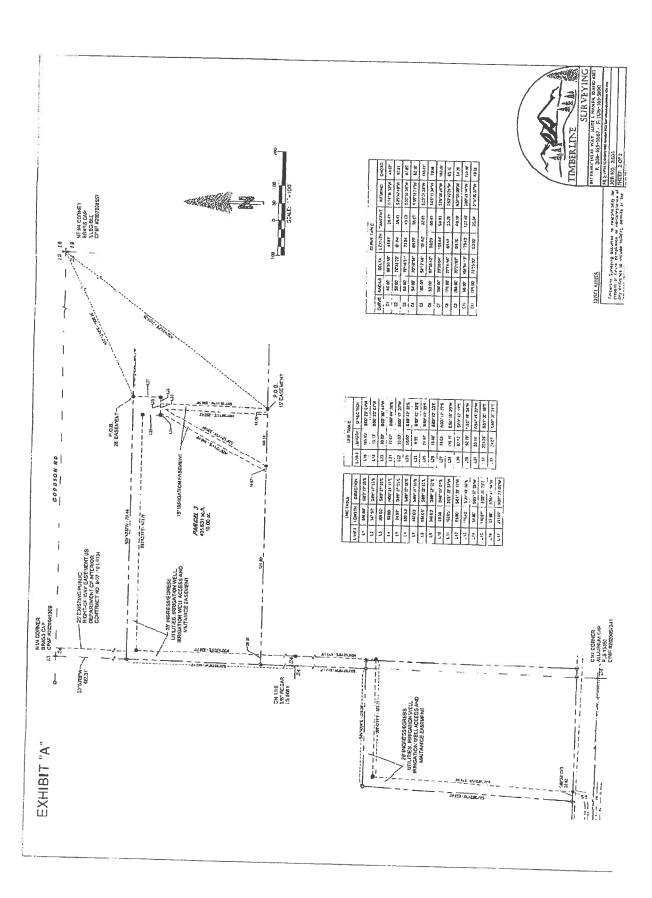
On this day of 10, 2021, before me, a Notary Public, personally appeared Edward M. Goodson and Joyce M. Goodson, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

OBEALL OF IDAMENTALISM

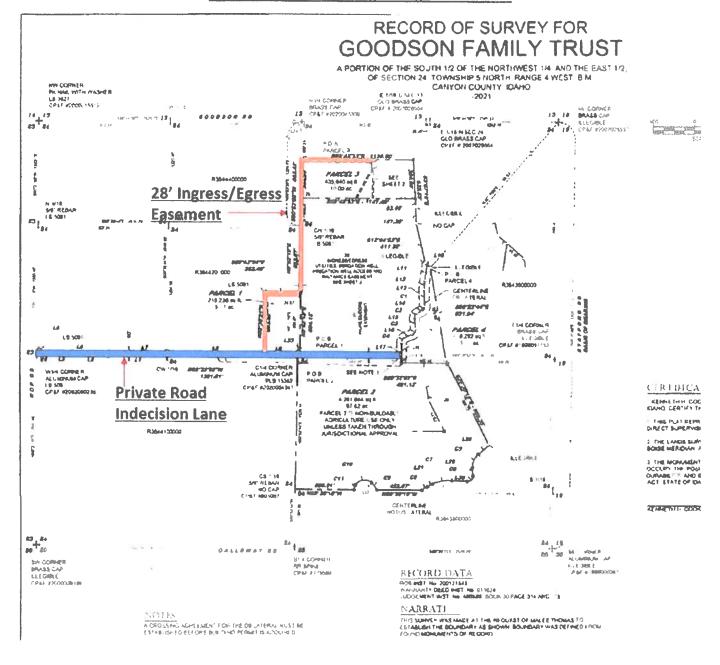
Notary Public for Idaho

My Commission Expires:





# Attachment B Private Road 60'& 28' Ingress/Egress Easement



AD2021-0060 Goodson 5



610 S. Kimball Avenue Caldwell, ID 83605

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

File No. 781293 TK/SM

### WARRANTY DEED

For Value Received Edward M. Goodson and Joyce Mahala Goodson, Trustees of The Goodson Family Trust dated March 20, 2001

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Steven C. Platt and Destiny J. Platt, husband and wife

hereinafter referred to as Grantee, whose current address is 19114 Galloway Rd Caldwell, ID 83607 The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: August 11, 2021

The Goodson Family Trust dated March 20, 2001

State of Idaho, County of Canyon

This record was acknowledged before me on by Edward M. Goodson and Joyce Mahala Goodson, Trustees of the Goodson Family Trust dated March 20, 2001

Signature of notary public

Commission Expires: 2/3/2022

TAMMY KRATZBERG COMMISSION #18555 NOTARY PUBLIC

STATE OF IDAHO

#### **EXHIBIT** A

#### Parcel 3

A parcel of land located in the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 5 North, Range 4 West, Boise Meridian, Canyon County, Idaho. Being further described as follows

### BASIS OF BEARING:

The East line of Section 24, Township 5 North, Range 4 West, Boise Meridian, derived from found monuments and taken as North 00°45'48" East with the distance between monuments found to be 5,304.57 feet.

BEGINNING at a point on the West line of the Northwest Quarter of the Northeast Quarter of said Section 24, Township 5 North, Range 4 West, Boise Meridian, from which the North 1/4 Corner of said Section 24 bears North 00°53'08" East a distance of 662.31 feet;

thence leaving said West line, South 89°42'33" East, a distance of 1,120.50 feet;

thence South 03°07'19" East, a distance of 384.86 feet;

thence North 89°42'33" West, to a point on the West line of the Northwest Quarter of the Northeast Quarter of said Section 24, a distance of 1,147.40 feet;

thence along said West line, North 00°53'08" East, a distance of 384.20 feet to the POINT OF BEGINNING.

Together with and subject to those easements necessary for ingress and egress and other purposes, as shown in Road Maintenance Agreement recorded July 26, 2021 as Instrument No. 2021-052157 and Record of Survey recorded July 27, 2021 as Instrument No. 2021-052318

### LEGAL DESCRIPTION FOR GOODSON FAMILY TRUST PARCEL 3

A parcel of land located in the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 5 North, Range 4 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

### BASIS OF BEARING:

The East line of Section 24, Township 5 North, Range 4 West, Boise Meridian, derived from found monuments and taken as North 00°45'48" East with the distance between monuments found to be 5,304.57 feet.

BEGINNING at a point on the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 24, Township 5 North, Range 4 West, Boise Meridian from which the North 1/4 Corner of said Section 24 bears North 00°53'08" East a distance of 662.31 feet;

Thence leaving said West line, South 89°42'33" East, a distance of 1,120.50 feet;

Thence South 03°07'19" East, a distance of 384.86 feet;

Thence North 89°42'33" West, to a point on the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 24, a distance of 1,147.40 feet:

Thence along said West line, North 00°53'08" East, a distance of 384.20 feet to the **POINT OF BEGINNING**.

Said Parcel containing 435,640 square feet or 10.00 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

## END OF DESCRIPTION.

Kenneth H. Cook, P.L.S. 9895 Timberline Surveying 847 Park Centre Way, Suite 3 Nampa, Idaho 83651 (208) 465-5687



From: Carl Hayes < carl@blackcanyonirrigation.com >

To: Cassie Lamb <clamb@canyonco.org>

**Sent Date:** Jun 28, 2021 12:37:48

Subject: RE: AD2021-0060 Edward Goodson

Attachment: image001.jpg

image002.png image003.png image004.png image005.png

Okay thanks. I have started working on this with the property owner, but just for future reference it looks like that ROW agreement has expired due to non-exercise by the county. They will be contacting the BOR for the ROW.

From: Cassie Lamb <clamb@canyonco.org>

Sent: Thursday, June 24, 2021 9:40 AM

To: Carl Hayes <carl@blackcanyonirrigation.com>

Subject: RE: AD2021-0060 Edward Goodson

Carl,

The ROW is coming off of Goodson.

Thanks,

Cassie Lamb

Planner I

Canyon County Development Services

111 North 11<sup>th</sup> Avenue, Suite 140

Caldwell, Idaho 83605

### **Canyon County Development Services**

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

Building Divsn Email: buildinginfo@canyoncounty.id.gov Planning Divsn Email: zoninginfo@canyoncounty.id.gov

**Receipt Number:** 81858

Date:

2/21/2024

**Date Created:** 2/21/2024

Receipt Type: Normal Receipt

**Status:** Active

**Customer's Name:** Destiny Platt **Comments:** AD2021-0060-APL

Site Address: 0 INDECISION LN, Caldwell ID 83607 / Parcel Number: 38437011 0

**CHARGES** 

<u>Item Being Paid For:</u> <u>Application Number:</u> <u>Amount Paid: Prevs Pymnts:</u> <u>Unpaid Amnt:</u>

Planning - Any Decision Appealed to the AD2021-0060-APL

\$600.00 \$0.00

\$0.00

Board

**Sub Total:** 

\$600.00

Sales Tax:

\$0.00

**Total Charges:** 

\$600.00

**PAYMENTS** 

Type of Payment:

**Check/Ref Number:** 

**Amount:** 

Check

2335

\$600.00

**Total Payments:** 

\$600.00

**ADJUSTMENTS** 

**Receipt Balance:** 

\$0.00

**Issued By:** pdilbeck