



**HEARING DATE:** April 18, 2024

**APPELLANT:** Norman & Kathryn Alder

**OWNER:** Orrin J. Dorgan, represented by  
Emilee Wilks & Ramesh  
Kreizenbeck

**PLANNER:** Madelyn Vander Veen

**CASE NUMBER:** AD2023-0007-APL

**LOCATION:** Parcel R28683010 (SW corner  
of Bonita Ln & Can Ada Rd)



**PROJECT DESCRIPTION:**

- An application was submitted by Ramesh Kreizenbeck representing Orrin Dorgan to consider a portion of Parcel R28683010 as a non-viable property for agricultural uses pursuant to Canyon County Code Zoning Ordinance (CCZO) §07-18-03. The result will split parcel R28683010 into three (3) single-family residential parcels.
- The case was approved on August 2, 2023. An appeal was submitted by Norman and Kathryn Alder on August 21, 2023, within 15 days of the date that the decision letter was sent to property owners within 600 feet.

**PROJECT INFORMATION:** *(See Exhibit 1 for Parcel Information)*

- Information regarding the project can be found in the Director's Decision document (Exhibit 3).
- Five public comments were submitted in response to noticing for this hearing (Exhibits 5a-5e).

**DIRECTOR'S DECISION:**

- The case was **approved** on August 2, 2023. See Exhibit 3.

**DECISION OPTIONS:**

- The Board of County Commissioners may **affirm, reverse, or modify**, in whole or in part, the director's decision.
- Draft Findings of Fact, Conclusions of Law, and Order based on the Director's Decision can be found in Exhibit 2.

**ATTACHMENTS/EXHIBITS:**

Exhibit 1: Parcel Tool Report

Exhibit 2: Draft Findings of Fact, Conclusions of Law, and Order

Exhibit 3: Director's Decision – AD2023-0007

Exhibit A: Letter of Intent

Exhibit B: Boise-Kuna Irrigation District email

Exhibit C: Aerial imagery from Google Earth

Exhibit D: Canyon County Soil Conservation District – Soils Suitability map

Exhibit E: Norman and Kathryn Alder comment  
Exhibit F: Norman and Kathryn Alder comment #2  
Exhibit G: Nampa Highway District comment  
Exhibit 4: Letter of Appeal  
Exhibit 5: Public Comments  
    5a: Sabrina Polfer  
    5b: Erik & Camille Thompson  
    5c: Crystal & Justin Parkinson  
    5d: Nathan & Michelle Hansen  
    5e: Barbara Kerr  
Exhibit 6: Case No. AD2018-0129 – Director’s Decision (provided for background information)  
Exhibit 7: Case No. AD2019-0072 – Director’s Decision (provided for background information)  
Exhibit 8: Original Application

# R28683010 PARCEL INFORMATION REPORT

4/8/2024 3:07:09 PM

PARCEL NUMBER: **R28683010**

OWNER NAME: **DORGAN ORRIN J**

CO-OWNER:

MAILING ADDRESS: **43789 SW ELIZABETH AVE PENDLETON OR 97801**

SITE ADDRESS: **0 BONITA LN**

TAX CODE: **0930000**

TWP: **1N** RNG: **2W** SEC: **36** QUARTER: **NE**

ACRES: **13.14**

HOME OWNERS EXEMPTION: **No**

AG-EXEMPT: **No**

DRAIN DISTRICT: **NOT In Drain Dist**

ZONING DESCRIPTION: **AG / AGRICULTURAL**

HIGHWAY DISTRICT: **NAMPA HWY DIST**

FIRE DISTRICT: **MELBA FIRE**

SCHOOL DISTRICT: **MELBA SCHOOL DIST**

IMPACT AREA: **MELBA**

FUTURE LAND USE 2011-2022 : **AG**

FLU Overlay Zone Desc 2030:

FLU RR Zone Desc 2030:

FUTURE LAND USE 2030: **AG**

IRRIGATION DISTRICT: **BOISE PROJECT BOARD OF CONTROL \ BOISE KUNA IRRIGATION DISTRICT**

FEMA FLOOD ZONE: **X FLOODWAY: NOT In FLOODWAY FIRM PANEL: 16027C0500F**

WETLAND: **Riverine**

NITRATE PRIORITY: **ADA CANYON**

FUNCTIONAL Classification: **NOT In COLLECTOR**

INSTRUMENT NO. : **2019034255**

SCENIC BYWAY: **NOT In Scenic Byway**

LEGAL DESCRIPTION: **36-1N-2W NE TX 19147 IN S 1/2 SENE**

PLATTED SUBDIVISION:

SMALL CITY ZONING:

SMALL CITY ZONING TYPE:



### DISCLAIMER:

1. FEMA FLOOD ZONE REFERS TO THE DESIGNATED FEMA FLOOD AREAS. POSSIBLY ONE (1) OF SEVERAL ZONES - SEE FIRM PANEL NUMBER.
2. THIS FORM DOES NOT CALCULATE DATA FOR PARCELS INSIDE CITY LIMITS SO WATCH YOURSELVES.
3. WETLANDS CLASSIFICATION WILL POPULATE IF "ANY" PORTION OF SAID PARCEL CONTAINS A DELINEATED WETLAND.
4. COLLECTORS AND ARTERIALS ARE BASED ON THE SHERIFFS CENTERLINE WITH AN ADDITIONAL 100 FOOT BUFFER.

CANYON COUNTY ASSUMES NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR MISUSE OF THIS PARCEL INFORMATION TOOL OR ANY OF THE INFORMATION CONTAINED HEREIN.

Exhibit 1



**BOARD OF COUNTY COMMISSIONERS**  
**FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER**

In the matter of the application of:

**Alder (Appeal of Dorgan/Kreizenback)**

**AD2023-0007-APL**

The Canyon County Board of County Commissioners consider the following:

- 1) Appeal - The appellants, Norman and Kathryn Alder, are appealing the Development Services Director's decision to approve an Administrative Land Division of Nonviable Parcels in an Agricultural Zone. The subject property is located on the southwest corner of Can Ada Rd and Bonita Ln, also referenced as Parcel R28683010, a portion of the NE quarter of Section 36, T1N, R2W, BM, Canyon County, Idaho.

**Summary of the Record**

1. The record is comprised of the following:
  - A. The record includes all testimony, the staff report, exhibits, and documents in AD2023-0007-APL and AD2023-0007.
  - B. Findings of Fact, Conclusions of Law and Order signed by the Development Services Director on August 2, 2023. See Exhibit 3.
  - C. An appeal filed by Norman and Kathryn Alder was submitted on August 21, 2023 pursuant to Canyon County Code §07-05-07. The appeal was submitted within 15 days of the day that the decision notice letter was sent to property owners within 600 feet.

**Applicable Law**

1. The following laws and ordinances apply to this decision: Canyon County Code §01-17 (Land Use/Land Division Hearing Procedures), Canyon County Code §07-05 (Notice, Hearing and Appeal Procedures), County Code §07-15 (Director Administrative Decisions), and Canyon County Code §07-18 (Administrative Land Divisions).
  - a. Notice of the public hearing was provided per CCZO §07-05-01.
  - b. Appeal Procedures: (A) Appeals shall be filed with DSD within fifteen (15) calendar days after the date of the decision. A notice of appeal should include a statement of the reasons for the appeal and must be accompanied with all appropriate fees as established by the adopted fee schedule. (B) At the public hearing held in accordance with this article, the board shall consider the decision of the director and any additional evidence that may be offered by the public, applicant, or director. (C) The board may affirm, reverse or modify, in whole or in part, the director's decision. *See* CCZO §07-05-07(2).
2. The Board has the authority to exercise powers granted to it by the Idaho Local Land Use and Planning Act ("LLUPA") and can establish its own ordinances regarding land use, including subdivision permits. *See* I.C. §67-6504
3. The Board has the authority to hear this case and make its own independent determination. *See* I.C. §67-6519, §67-6504.
4. The burden of persuasion is upon the applicant to prove that all criteria are satisfied. CCZO §07-05-03.
5. Idaho Code §67-6535(2) requires the following: The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a reasoned statement that explains

the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record. The County's hearing procedures adopted per Idaho Code §67-6534 require that final decisions be in the form of written findings, conclusions, and orders. CCZO 07-05-03(1)(I).

**The appeal (AD2023-0007-APL) was presented at a public hearing before the Canyon County Board of County Commissioners on April 18, 2024. Having considered all the written and documentary evidence, the record, the staff report, oral testimony, and other evidence provided, including the conditions of approval and project plans, the Board of County Commissioners decides as follows:**

### **FINDINGS OF FACT & CONCLUSION OF LAW**

- (1) The applicant filed an appeal to AD2023-0007 on August 21, 2023 pursuant to Canyon County Code §07-05-07 asking the Board of County Commissioners ("Board") to overturn the findings signed by the Director of DSD (Development Services Department). See the following attachments as evidence: Exhibit 4.
- (2) The Board reviewed the written findings (Exhibit 3), comments (Exhibits E, F, G of the Director's Decision), testimony, and evidence presented at a public hearing on the application. The Board finds the decision by the Director of DSD (Exhibit 3) is adequately supported by evidence demonstrating consistency with the required criteria pursuant to CCZO §07-18-09 as follows:

**1. The parcel(s) must be eligible for division; and**

**Conclusion:** The parcel is eligible for division.

- Findings:**
- (1) Parcel R28683010 was part of a 20 acre original parcel (as defined in CCZO §07-02-03). The 20 acres was divided through Administrative Land Division (Case No. AD2018-0129) into two (2) total parcels. The request is consistent with CCZO §07-18-07(3).
  - (2) The request is consistent with the minimum lot size and number of divisions allowed within a "A" zone for non-viable administrative division. The request creates no more than three (3) parcels greater than the minimum lots size requirement for each parcel. This results in total of four (4) parcels created from the original parcel (as defined in CCZO §07-02-03).
  - (3) The parcel does not have any previous conditions of approval that are required to be met prior to land division. Conditions of approval for Case No. AD2018-0129 are to be met prior to or concurrent with the first building permit application (Exhibit 6).
  - (4) Evidence includes the application, support materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. AD2023-0007-APL.

**2. The subject property shall be in compliance with the public nuisance ordinance (chapter 2, article 1 of this code) and the building code (chapter 6 of this code) before the director can approve the application; and**

**Conclusion:** The subject property is in compliance with the public nuisance ordinance (chapter 2, article 1 of this code) and the building code (chapter 6 of this code).

- Findings:**
- (1) The subject parcel is in compliance with the public nuisance ordinance CCZO §02-01-05. There is no evidence to the contrary.
  - (2) The subject parcel is in compliance with the building code CCZO Chapter 6. There are no structures on the property.
  - (3) Evidence includes the application, support materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. AD2023-0007-APL.

3. **The parcel, in whole or in part, shall consist of land with site constraints and/or resource issues, such as lack of water, suitable soils, topography, land compatibility, lot size or configuration, that makes productive agricultural use extremely difficult; and**

**Conclusion:** The parcel, in whole, consists of land with site constraints and/or resource issues that makes productive agricultural use extremely difficult.

- Findings:**
- (1) Pursuant to the applicant's letter of intent (Exhibit A of the Director's Decision), the property is constrained by a lack of water rights, rocky terrain, and sub quality soil.
  - (2) Staff finds the property does lack water rights (Exhibit B of the Director's Decision) and that the property has not been used for agricultural crop production (Exhibit C of the Director's Decision).
  - (3) The soil suitability layer designation is mostly Moderately-Suited Class III (Exhibit D of the Director's Decision).
  - (4) Evidence includes the application, support materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. AD2023-0007-APL.

4. **The division shall not create a negative impact to surrounding agricultural uses. The director may include conditions of approval to mitigate potential negative impacts.**

**Conclusion:** The division is not anticipated to create a negative impact to surrounding agricultural uses. Conditions of approval to mitigate potential negative impacts.

- Findings:**
- (1) The area is a mix of agricultural uses and open areas not being farmed. There are four residences within 1,000 ft of the subject property. The City of Melba is also approximately 1,000 ft away.
  - (2) The request could result in a total of six (6) new dwellings, including the potential for secondary residences.
  - (3) Notice of the public hearing was provided per CCZO §07-18-09. Nampa Highway District and Melba Fire District were noticed on March 6, 2023. Nampa Highway District provided a comment which has been addressed with conditions of approval (Exhibit G of the Director's Decision). Property owners within 600' were notified by mail on March 3, 2023. Two public comments were received from Norm and Kathy Alder, who are opposed to the application (Exhibit E, F of the Director's Decision). After noticing was sent for the appeal hearing, five public comments were submitted by neighboring property owners in opposition to the division and in favor of the appeal (Exhibits 5a-5e).
  - (4) Evidence includes the application, support materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. AD2023-0007-APL.

## **Order**

Based upon the Findings of Fact, Conclusions of Law and Order contained herein, the Board of County Commissioners **deny** the appeal of Case # AD2023-0007, **affirming** the Director's approval of an Administrative Land Division of Nonviable Parcels in an Agricultural Zone for parcel R28683010 subject to the following conditions as enumerated:

### Conditions of Approval

1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules and regulations that pertain to the property. The Idaho Right to Farm Act (Idaho Code §22-4503) applies to this land use decision.
  - a. Stormwater run-off shall be retained on-site. Stormwater retention is the responsibility of the homeowner.
2. Prior to building permit issuance, an approach/access permit is required by Nampa Highway District #1.

3. Prior to building permit issuance, review and approval is required by Melba Fire District per CCZO Section 07-10-03(2).
4. Prior to building permit issuance, a septic permit is required by Southwest District Health.
5. Prior to building permit submittal, the two access easements shall comply with private road and driveway requirements of CCZO Section 07-10-03 including, but is not limited to, a private road application and an updated road user's maintenance agreement for all shared easements.
6. Prior to certificate of occupancy, the private road shall be constructed in accordance with CCZO Sections 07-10-03(2) and 07-10-03(3). Evidence shall be certification from an engineer that the roads were constructed to County standards.
7. Prior to certificate of occupancy, private road signage shall be installed in accordance with CCZO Section 07-10-03(3)A5.
8. Historic irrigation lateral, drain, ditch flow patterns and associated easements shall be maintained and protected unless approved in writing by the local irrigation district or ditch company.

Pursuant to Section 67-6535 of the Idaho Code, the applicant has 14 days from the date of the final decision to seek reconsideration before seeking judicial review.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CANYON COUNTY BOARD OF COMMISSIONERS**

- \_\_\_\_\_ Motion Carried Unanimously
- \_\_\_\_\_ Motion Carried/Split Vote Below
- \_\_\_\_\_ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
_____ Commissioner Leslie Van Beek	_____	_____	_____
_____ Commissioner Brad Holton	_____	_____	_____
_____ Commissioner Zach Brooks	_____	_____	_____

Attest: Chris Yamamoto, Clerk

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

Date: \_\_\_\_\_



## Director's Decision - AD2023-0007

Canyon County Zoning Ordinance (CCZO)

§07-18-01, §07-18-03, §07-10-03, §07-18-09

Case Number: **AD2023-0007**

Parcel #'s: **R28683010**

Property Owner/Applicant(s): **Orrin Dorgan/Ramesh Kreizenback**

**Request:** The applicant is requesting an administrative division of a nonviable parcel in an agricultural zone pursuant to Canyon County Code of Ordinances (CCZO) §07-18-03. The subject parcel, R28683010, approximately ±13.14 acres, is zoned "A" (Agricultural). The result of this decision allows the applicant to divide the parcel into three (3) residential parcels. The subject parcel has access from Bonita Ln, a private lane. Bonita Ln does have a recorded RUMA (Instrument No. 2019-000081). The access for the three new parcels will be accessed from a separate private road off of Bonita Ln, a private road application including addressing and private road construction would be required to bring the access into compliance as a condition of approval. The shared 60 ft easement for the new private road is subject to a road users maintenance agreement (RUMA) which is another condition of approval.

**Property History:** Parcel R28683010, was part of a 20 acre original parcel. The 20 acres was divided through AD2018-0129 into two total parcels.

**Finding §07-18-03 - Administrative Division of a Nonviable Parcel in an Agricultural Zone:** The request is consistent with CCZO §07-18-03, as follows:

- The request is consistent with the minimum lot size and number of divisions allowed within a "A" zone for non-viable administrative division. The request creates no more than three (3) parcels greater than the minimum lots size requirement for each parcel.
- Pursuant to the applicant's letter of intent (Exhibit A), the property is constrained by a lack of water rights, rocky terrain, and sub quality soil. Staff finds the property does lack water rights (Exhibit B) and that the property has not been used for agricultural crop production (Exhibit C).
- The soil suitability layer designation is mostly Moderately-Suited Class III (Exhibit D).
- The request should not impact surrounding agricultural uses.
- Notice to property owners within 600 feet of the exterior boundaries of the properties were sent out on March 3, 2023. Those noticed were given 15 days to provide written comments. The following Neighbor comments were received:
  - Norm and Kathy Alder (Exhibit E, F): Oppose the application. State the land can become viable, productive farm ground. The soils are the same as surrounding farm land. Across the street are many acres of land being farmed by well water. They live next to the land and have the same soils, but with canal access. State the former renter of that property did graze cattle on that land. State this is viable land for ranching and should not be allowed to have more splits.
- Notice to Nampa Highway District and Melba Fire District were sent out on March 6, 2023. Those noticed were given 15 days to provide written comments. The following comments were received:
  - Nampa Highway District (Exhibit G): The subject property fronts Can-Ada Road and no lots created by this land split will be allowed direct access to Can-Ada Road per ACCHD standards. All agricultural access to Can-Ada Rd will need to be removed and the shoulder restored to match the adjacent shoulder of the road. A site visit is required per Nampa Highway District #1.
  - No comments were received from Melba Fire District.
- The request is consistent with CCZO §07-18-01, as follows:
  - The subject parcel is in compliance with the public nuisance ordinance CCZO §02-01-05.
  - The parcel does not have any previous conditions of approval that are required to be met prior to land division.



- The subject property does not contain slopes over 15% according to the contour map.

The subject parcels will be adjusted in accordance with Record of Survey Instrument No. 2023-024607 as the following:

Parcel #:	New Acreage
Parcel 1:	Approx. ±3.5 acres w/residential building permit available
Parcel 2:	Approx. ±3.5 acres w/residential building permit available
Parcel 3:	Approx. ±6.14 acres w/residential building permit available

**Decision:** The application to complete the described land division in accordance with CCZO §07-18-09 and §07-10-03 is **APPROVED** subject to the following conditions of approval:

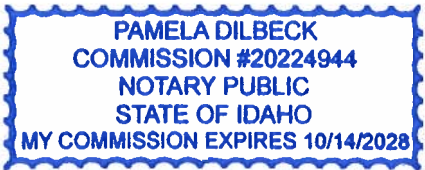
1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules and regulations that pertain to the property. The Idaho Right to Farm Act (Idaho Code §22-4503) applies to this land use decision.
  - a. Stormwater run-off shall be retained on-site. Stormwater retention is the responsibility of the homeowner.
2. Prior to building permit issuance, an approach/access permit is required by Nampa Highway District #4.
3. Prior to building permit issuance, review and approval is required by Melba Fire District per CCZO Section 07-10-03(2).
4. Prior to building permit issuance, a septic permit is required by Southwest District Health.
5. Prior to building permit submittal, the two access easements shall comply with private road and driveway requirements of CCZO Section 07-10-03 including, but is not limited to, a private road application and an updated road user’s maintenance agreement for all shared easements.
6. Prior to certificate of occupancy, the private road shall be constructed in accordance with CCZO Sections 07-10-03(2) and 07-10-03(3). Evidence shall be certification from an engineer that the roads were constructed to County standards.
7. Prior to certificate of occupancy, private road signage shall be installed in accordance with CCZO Section 07-10-03(3)A5.
8. Historic irrigation lateral, drain, ditch flow patterns and associated easements shall be maintained and protected unless approved in writing by the local irrigation district or ditch company.

  
 \_\_\_\_\_  
 Dan Lister, Planning Official

8/2/23  
 \_\_\_\_\_  
 Date

State of Idaho )  
 County of Canyon County ) SS

On this 2<sup>nd</sup> day of August, in the year of 2023, before me Pamela Dilbeck, a notary public, personally appeared Dan Lister, personally known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he (she)(they) executed the same.



Notary: Pamela Dilbeck  
 My Commission Expires: 10/14/2028

**Exhibit A**  
Letter of Intent

**Nonviable Parcel in Agricultural Zone**

Canyon County Planning and Zoning,

This letter is a request to subdivide parcel #R28683010 into three lots and adjust from agriculture to rural residential due to a Nonviable Parcel in an Agricultural Zone. The parcel is non irrigated, on high ground and has no water rights. The land has not been utilized for agriculture due to lack of water rights, rocky terrain, and sub quality soil. Land has never been utilized for agriculture and cannot support any type of crop.

Currently the parcel is approximately 13.14 acres, and we request to subdivide into 3 lots. The parcel is currently listed as transition agriculture in the 2030 comprehensive plan. The compatibility with neighboring will meet existing approved requests within the local area. There would be minimal change to the density of the area due to the large lot sizes, minimum of 3.5 acres and largest being 6.14 acres. The request would support the local community with their vision of reducing the large subdivisions by creating homesteads with large acreage that does not overwhelm the town infrastructures.

Attached is copy of proposed lot description with lot sizes.

**Exhibit B**  
Boise-Kuna Irrigation District



Ramesh Kreizenbeck <[REDACTED]>

**Parcel R28683010 Bonita Lane, Melba, Idaho**

1 message

**aflavel.bkirrdist@gmail.com** <aflavel.bkirrdist@gmail.com>

Wed, Jan 25, 2023 at 8:55 AM

To: [REDACTED]

Hi, this parcel is on high ground and has no irrigation water rights. Thanks!!

Alicia Flavel

Secretary-Treasurer

Boise-Kuna Irrigation District

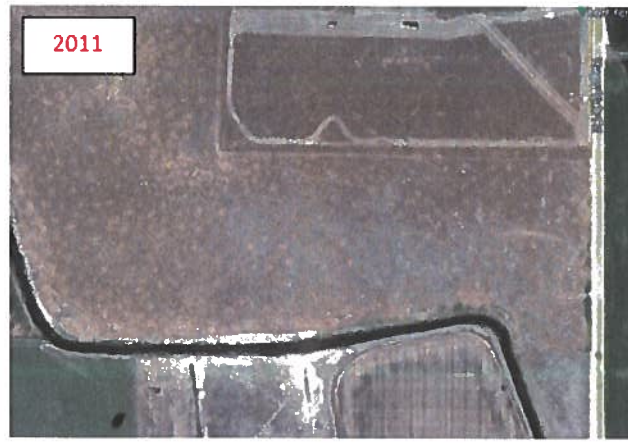
129 N. School Avenue

Kuna, Idaho 83634

Phone: 208-922-5608

Fax: 208-922-5659

Exhibit C  
Google Earth Images



# Exhibit D Soils



## LandUse\_DSDViewer

### Canyon Soils Suitability

- BEST-SUITED / CLASS I
- BEST-SUITED / CLASS II
- MODERATELY-SUITED / CLASS III
- MODERATELY-SUITED / CLASS IV
- LEAST-SUITED / CLASS V
- LEAST-SUITED / CLASS VI
- LEAST-SUITED / CLASS VII
- LEAST-SUITED / CLASS VIII

**Exhibit E**  
Alder Comment

9 March 2023

Dear Director,

In case number AD2023-0007/R28683010, Name Kreizenbeck ,we greatly oppose it being developed for residential lots, by saying it is non viable farm ground. They want to place three residential wells on the property, but with one irrigation well, it can become viable, productive farm ground. The soils are the same as surrounding farm land. Across the street are many acres of land being farm by well water. We are next to the land and have the same soils, but with canal access. But it can be viable farm ground.

Also seed crops are grown on small parcels in the Melba area and this would work well. Melba is known as the Seed Heart of America.

Also farm animals can be put on the ground as well.

We highly object to further splits on that property. The development was to keep the land in large parcels to be similar to the ag land surrounding it. Also further development was to require annexation by the city of Melba according to the development agreement. AS it was explained to us.

This should not be allowed. They are free to sell their property if they don't like the size as is.

Sincerely,

Norm and Kathy Alder

6522 Baseline RD

Melba, Id 83641

208 495 2544

**Exhibit F**  
Alder Comment

**Sage Huggins**

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**From:** KE Alder <kealder49@gmail.com>  
**Sent:** Friday, March 10, 2023 3:25 PM  
**To:** Sage Huggins  
**Subject:** [External] Case NO. AD2023-0007

Dear Sage,

I do want you to know that the former renter of that property did graze cattle on that land.

This is viable land for ranching and should not be allowed to have more splits.

Thanks again,

Kathy Alder

## NAMPA HIGHWAY DISTRICT NO. 1

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March 6, 2023

To: Sage Huggins,  
Planner I, Canyon County Development Services

From: Eddy Thiel  
Right-of-way Tech

Re: AD2023-0007

I have reviewed the request from Ramesh Kreizenbeck representing Orrin Dorgan requesting approval of a Land Division of Parcel R28683010 with a date of Notification of March 3, 2023 received on March 6, 2023.

Comments are based upon information provided to the Highway District by Canyon County Development Services. Nampa Highway District #1 has no objection to the Land Division subject to the following information:

1. The Subject property fronts Can-Ada Road but is served by a private road, Bonita Ln.
2. NHD#1 Functional Classification of Can-Ada Road is Rural Local Roadway.
3. No lots created by this land split will be allowed direct access to Can-Ada Road per ACCHD Standards. All lots will be required to take access from Bonita Ln. All agricultural accesses to Can-Ada Rd will need to be removed and the shoulder restored to match the adjacent shoulder of the road.
4. Nampa Highway District #1 requires a Land Split Application be filled out, along with the \$250.00 associated fee, and a map submitted clearly marking all proposed accesses. A site visit will also be required to verify the number of ag accesses to be removed.

All comments above are based on the ACCHD Standards Manual and Nampa Highway District #1 Supplementals.

The Highway District reserves the right to provide amended comments/conditions of approval in the event of application revision or revisions to the ACCHD Standards Manual.





2023-02-26/07  
RECORDED  
06/01/2023 09:44 AM  
CHRG PARAMODIO  
CANYON COUNTY RECORDER  
1101 N. HIGHLAND  
TULSA, OK 74103



**LEGEND**

- BOUNDARY LINE
- SECTION LINE
- PROPOSED PROPERTY LINE
- EASEMENT LINE
- FOUND ALUMINUM CAP
- FOUND 5/8" IRON PIN
- SET 1/2" X 24" IRON PIN W/ CAP
- CALCULATED POINT-NOT SET

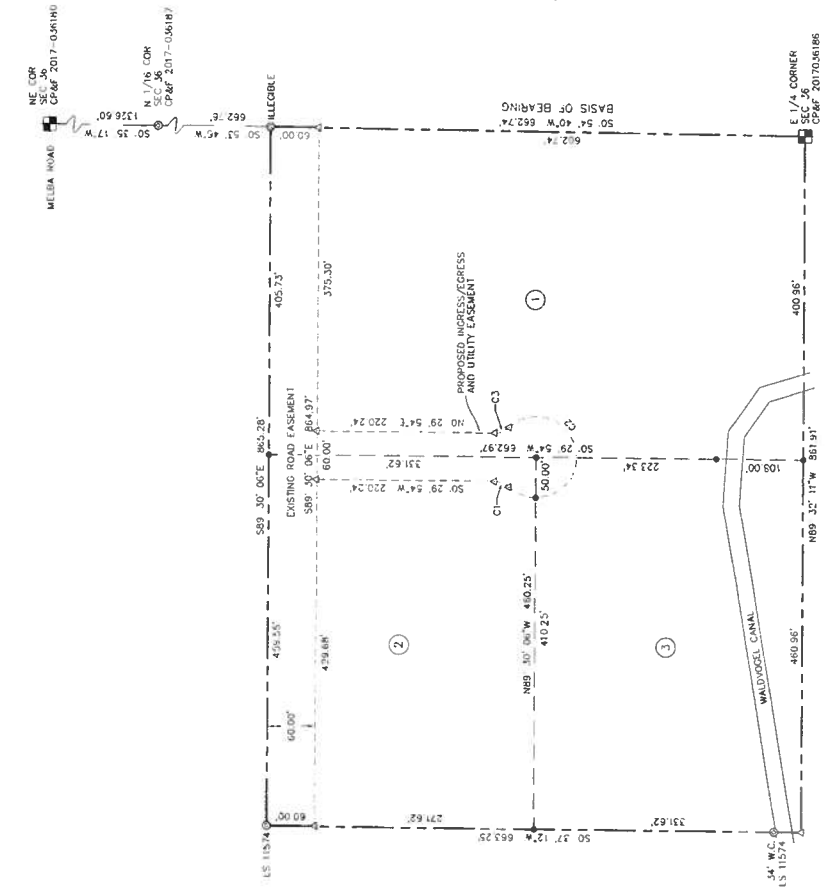
**CERTIFICATE OF SURVEYOR**  
J. J. HOWARD, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, HEREBY ATTEST THAT THIS IS A REASONABLY ACCURATE REPRESENTATION OF A SURVEY AS MADE BY ME OR UNDER MY SUPERVISION, AND IS IN CONFORMITY WITH THE REQUIREMENTS OF THE IDAHO SURVEYING ACT - IDAHO CODE 55-1613 THROUGH 55-1613.

**REFERENCES**  
R05 7019-001420  
WARRANTY DEED 2019-043235

RECORD OF SURVEY FOR ORRIN DORGAN  
A PARCEL OF LAND LYING IN THE SE 1/4 OF THE NE 1/4 OF SECTION 36, T11N, R22E, B1M, CANYON COUNTY, IDAHO.

**J.J. HOWARD**  
MAPPING & SURVEYING  
5841 E. 50th St. Ste. D / Boise, ID 83721  
PHONE: (208) 846-8877 FAX: (208) 846-8872

DATE: 7/15/23  
EJN BR: [initials] WJ [initials] SKT: 01  
SCALE: 1"=60'  
SHEET NO: 124-36-1-2-0-0  
C.S.



**Curve Table**

Curve	Length	Radius	Delta	Chord Direction	Chord Length
C1	19.30'	76.00'	47° 32' 13"	S31° 45' 00"W	18.86'
C2	231.32'	50.00'	265° 04' 26"	S89° 30' 06"E	73.86'
C3	19.30'	26.00'	47° 32' 13"	N20° 46' 17"W	18.86'

**SURVEY NARRATIVE**  
AT THE REQUEST OF ORRIN DORGAN, PARCELS 1 AND 2 WERE DIVIDED INTO 3 PARCELS. ALL MONUMENTS WERE FOUND AND SHOWN ON THIS SURVEY.





Canyon County, 111 North 11<sup>th</sup> Avenue #310, Caldwell, ID 83605  
(208) 454 7458 ▪ [Zoninginfo@canyonco.org](mailto:Zoninginfo@canyonco.org) ▪ [www.canyoncounty.id.gov/dsd](http://www.canyoncounty.id.gov/dsd)

April 12, 2023,

Re: AD2023-0007 – Pre-Approval Letter

Owner/Applicant,

Pursuant to Section 07-18-05(5) of the Canyon County Zoning Ordinance (CCZO), Case No. AD2023-0007 has been pre-approved by the Director of DSD. Case No. AD2023-0007 is not approved until an approval document is drafted and signed by the Director of DSD and 15-day appeal period has passed.

An approval document cannot be signed until the following is submitted:

- 1) Pursuant to CCZO Section 07-18-05(5) A, *"a record of survey with metes and bounds descriptions of all lots that shows access from each parcel complies with the requirements of Section 07-10-03 of this chapter, and that includes all existing and necessary easements."*
  - a. The record of survey shall be prepared by a licensed surveyor and recorded at the County Recorder's office. A copy of the recorded record of survey shall be submitted to DSD **within 120 days** from the date stated on this pre-approval letter. If not, the Director may deem the application abandoned and revoke the pre-approval.

Upon submittal of the recorded record of survey, the approval document shall be **drafted and signed within 10 days** of submittal. Once the approval document is signed, notification will be sent to start the 15-day appeal period. Once passed, the applicant shall have the approval document recorded at the County Recorder's Office at the applicant's expense and a copy of the recorded approval shall be submitted to DSD.

Recording of deeds and selling of land solely based on the pre-approval is in violation of the Canyon County Code and is subject to Code Enforcement Action (CCZO Chapter 7, Article 19).

If you have any questions, please contact the planner assigned to Case No. AD2022-0149, Sage Huggins at (208) 455-6036.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dan Lister", is written over a blue horizontal line.

**Dan Lister, Planning Official**  
Development Services Department (DSD)

CC: AD2023-0007

21 August 2023

Development Services

RE: Administrative Land Division Nonviable Parcel (CCZO 07-18-03)

RE: Case Name Dorgan Kreizenback

Case Number AD2023 0007

Parcel Number: R28683010

To Whom It May Concern:

As a neighbor and farmer for 50 years we want to appeal the decision of the Director. The land has been grazed for years by the owner and renter of the above parcel. The land is appropriate for animal industry, which is agriculture and with water rights available through Idaho Dept of Water Resources, the land is very viable for plant life.

The division in 2019, was to maintain the ranchette style of agricultural and to be appropriate for the surrounding agricultural properties nearby. The owner has not done one thing to the land, and obviously shouldn't have made the purchase,

We appeal to the Commissioners to address this decision. We assume that no plants or animals would be allowed on the parcels if granted by the Commission, since you declare it nonviable, which, in our opinion, is not true.

Sincerely,

Norm and Kathy Alder

6522 Baseline Rd

Melba, Idaho 83641

208 495 2544

## Madelyn Vander Veen

---

**From:** Madelyn Vander Veen  
**Sent:** Wednesday, March 20, 2024 11:16 AM  
**To:** 'Polfer, Sabrina L'  
**Cc:** MSN  
**Subject:** RE: [External] Bonita Lane Melba parcel number R28683010 case number is AD2023-0007-APL

Hello Sabrina,

The county does not require paving until a building permit is applied for for the 11<sup>th</sup> residence using a private road. How that is paid for is between those property owners and their Road Users' Maintenance Agreement. We would not require it earlier unless the appeal is denied and the Board adds a condition of approval to the land division.

To correct my previous email, parcels R28683015 and R28683014B at the end of Bonita Lane are restricted to primary residences only according the last land division (AD2019-0072). Apologies for missing that. If the split of parcel R28683010 does not go through, there would be potential for 10 residences on Bonita Lane. If it does go through, there would be potential for 14 residences.

Thanks again for your comments!

Madelyn Vander Veen  
Associate Planner, [Canyon County Development Services](https://www.canyoncountydevelopment.com)  
[madelyn.vanderveen@canyoncounty.id.gov](mailto:madelyn.vanderveen@canyoncounty.id.gov) | Direct: 208-455-6035

**DSD public office hours:**

Monday, Tuesday, Thursday and Friday: 8am – 5pm

Wednesday: 1pm – 5pm

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---

**From:** Polfer, Sabrina L <sabrina.polfer@usbank.com>  
**Sent:** Tuesday, March 19, 2024 5:25 PM  
**To:** Madelyn Vander Veen <Madelyn.VanderVeen@canyoncounty.id.gov>  
**Cc:** MSN <polfer11@msn.com>  
**Subject:** RE: [External] Bonita Lane Melba parcel number R28683010 case number is AD2023-0007-APL

Ok let's review this further... If you allow 3 splits and we each have an extra building permit this will cause for the private road to be paved. There is 6 properties each with an extra permit total 12. Currently 5 homes with another 5 available permits not counting the property in question. That is 10 if they build 3 homes on the said lot this will cause the paved road issue. Total if all used permits would be 13 properties causing loss of permit due to expense of road. This is a concern. If the new split is approved, they need to pay for the road expense that will be caused due to the rule above 11 or more dwellings. This split cannot compromise our property in any way. This shows it does compromise the building permit in this case.

Please add comments as well.

Sabrina L Polfer  
Mortg Loan Originator  
O:208-850-1511 | M:208-850-1511 | [sabrina.polfer@usbank.com](mailto:sabrina.polfer@usbank.com)

U.S. Bank <https://mortgage.usbank.com/id-meridian-sabrina-polfer>  
Meridian W Navigator  
2775 W Navigator Dr STE 115, Meridian, ID 83642 | PD-ID-MHM1 | usbank.com



---

**From:** Madelyn Vander Veen <[Madelyn.VanderVeen@canyoncounty.id.gov](mailto:Madelyn.VanderVeen@canyoncounty.id.gov)>  
**Sent:** Tuesday, March 19, 2024 4:58 PM  
**To:** Polfer, Sabrina L <[sabrina.polfer@usbank.com](mailto:sabrina.polfer@usbank.com)>  
**Cc:** MSN <[polfer11@msn.com](mailto:polfer11@msn.com)>  
**Subject:** [EXTERNAL] RE: [External] Bonita Lane Melba parcel number R28683010 case number is AD2023-0007-APL

[WARNING] Use caution when opening attachments or links from unknown senders.

Thanks, I will include your comment in the staff report. Regarding the road, private roads are required to be paved when 11 or more dwellings use it for access (per county code 07-10-03). It appears that there are currently 5 dwellings using Bonita Lane.

Best,

Madelyn Vander Veen  
Associate Planner, [Canyon County Development Services](http://Canyon County Development Services)  
[madelyn.vanderveen@canyoncounty.id.gov](mailto:madelyn.vanderveen@canyoncounty.id.gov) | Direct: 208-455-6035

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---

**From:** Polfer, Sabrina L <[sabrina.polfer@usbank.com](mailto:sabrina.polfer@usbank.com)>  
**Sent:** Tuesday, March 19, 2024 4:48 PM  
**To:** Madelyn Vander Veen <[Madelyn.VanderVeen@canyoncounty.id.gov](mailto:Madelyn.VanderVeen@canyoncounty.id.gov)>  
**Cc:** MSN <[polfer11@msn.com](mailto:polfer11@msn.com)>  
**Subject:** RE: [External] Bonita Lane Melba parcel number R28683010 case number is AD2023-0007-APL

Thank you for the email please include this email as my comment and concerns:

My concerns with splitting the property to 3 splits this compromises the subdivision as it is approved for larger acreages and with well irrigation approval on each property. This makes the land viable for livestock use. If you allow for the smaller acreage what does this do for the irrigation of each property that is split. We have approval of an ag exemption

which reflects the land is viable with irrigation which is approved on all lots. The next problem is use of the road. We would then need the new property owners to pave the road due to more wear and tear on the road. I was told by the realtor if there were further splits this would require the road to be paved that it falls under another type of subdivision. Please explain this further. All property owners bought the larger acreage to not be encroached by smaller lot subdivisions.

Thanks

Sabrina L Polfer  
Mortg Loan Originator  
O:208-850-1511 | M:208-850-1511 | [sabrina.polfer@usbank.com](mailto:sabrina.polfer@usbank.com)  
U.S. Bank <https://mortgage.usbank.com/id-meridian-sabrina-polfer>  
Meridian W Navigator  
2775 W Navigator Dr STE 115, Meridian, ID 83642 | PD-ID-MHM1 | usbank.com



---

**From:** Madelyn Vander Veen <[Madelyn.VanderVeen@canyoncounty.id.gov](mailto:Madelyn.VanderVeen@canyoncounty.id.gov)>  
**Sent:** Tuesday, March 19, 2024 1:37 PM  
**To:** Polfer, Sabrina L <[sabrina.polfer@usbank.com](mailto:sabrina.polfer@usbank.com)>  
**Subject:** [EXTERNAL] RE: [External] Bonita Lane Melba parcel number R28683010

[WARNING] Use caution when opening attachments or links from unknown senders.

Hello Sabrina,

Your building permits are not in jeopardy of being taken away by this case; and no permits are being taken or transferred. I believe by “extra building permit” you are referring to the ability each parcel has to apply for a building permit for a secondary residence, which will be available to these properties if the property owner lives on site regardless of what happens with this case. It may affect the ability of parcel R28683011 to be split via a nonviable land division, building permit relocation, or land division in a zone other than Agricultural since the original parcel will have been divided into the maximum amount of parcels possible via administrative land division if the appeal does not go through. Since your parcel is part of a separate original parcel, it will not be affected.

Just to give you some more context, the property in question was approved for a nonviable administrative land division, which allowed the property to be split into 3 parcels due to being determined as nonviable for agriculture. A notice was sent to property owners of record within 600 ft regarding this division and the decision was appealed by a neighbor. This public hearing will be for the appeal of that decision. Please feel free to submit a comment and/or speak at the hearing, we do value your input (or let me know if you would like your previous email to be considered a comment and added to the record). The case number is AD2023-0007-APL.

Thanks,

Madelyn Vander Veen  
Associate Planner, [Canyon County Development Services](https://www.canyoncountydevelopment.com)  
[madelyn.vanderveen@canyoncounty.id.gov](mailto:madelyn.vanderveen@canyoncounty.id.gov) | Direct: 208-455-6035

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Wednesday: 1pm – 5pm

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---

**From:** Polfer, Sabrina L <[sabrina.polfer@usbank.com](mailto:sabrina.polfer@usbank.com)>  
**Sent:** Monday, March 18, 2024 3:03 PM  
**To:** Canyon County Zoning Info <[ZoningInfo@canyoncounty.id.gov](mailto:ZoningInfo@canyoncounty.id.gov)>  
**Cc:** MSN <[polfer11@msn.com](mailto:polfer11@msn.com)>  
**Subject:** [External] Bonita Lane Melba parcel number R28683010

Good Afternoon,

I see there is a public hearing for the property by my home here in Melba 6269 Bonita lane. The neighbor reached out to me as well. The first lot in this subdivision is proposed to be divided into 3 parcels in which I understand will take our extra building permit away on each lot. Can you please explain further. Every lot in this subdivision had approval for 2 permits. We moved here on acreage to not be encroached by neighbors. This was not previously approved when these lots were sold. I do not agree with giving our extra permits away or allowing more properties to be split. This subdivision is an acreage subdivision that allows for irrigation on each lot with well water. This allows for pasture, to provide for livestock. If you divide the first lot into smaller acreage this changes the first approval of this split for larger acreage properties. The max it should be split is two lots leaving the lots at over 6 acres. I believe the smallest lot in this subdivision is around 5 acres. We have Agriculture tax exemption approval on this property that reflects the property is viable to raise livestock. It is the choice of the owner to water. I believe all lots are approved to water up to 60% of the property. Please update me, thank you for your help.

Sabrina L Polfer  
Mortg Loan Originator  
O:208-850-1511 | M:208-850-1511 | [sabrina.polfer@usbank.com](mailto:sabrina.polfer@usbank.com)  
U.S. Bank <https://mortgage.usbank.com/id-meridian-sabrina-polfer>  
Meridian W Navigator  
2775 W Navigator Dr STE 115, Meridian, ID 83642 | PD-ID-MHM1 | usbank.com



U.S. BANCORP made the following annotations

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-----  
U.S. BANCORP made the following annotations  
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-----



## Madelyn Vander Veen

---

**From:** Erik Thompson <etbgt@gmail.com>  
**Sent:** Sunday, March 31, 2024 11:59 PM  
**To:** Madelyn Vander Veen  
**Subject:** [External] Case AD2023-0007-APL Opposition to splitting of land on Bonita Lane

To whom it may concern:

We are writing to oppose the dividing of subject parcel into 3 residential parcels.

Our names are Erik and Camille Thompson. We have owned Parcel 5 on Bonita Lane in Melba for 3 years. We did not receive proper notice of this division or of this case. We currently receive all tax notices for Parcel 5 at our current residential address 2778 S Blackspur Way, Meridian, Idaho. We received a copy of this case from current residents on Bonita Lane, Justin and Crystal Parkinson.

We oppose this division due to the land being considered “nonviable land”, current water rights, and the current road agreement.

We purchased our parcel with the intent of putting a dwelling unit along with marketable animals, fruits, and vegetables on the property. Our 5.5 acre parcel has 3.5 acres of water rights. Neighbors on Bonita Lane have large animals on their properties making the land viable. We are confused on what the site constraints and resource issues are?

Our current property Parcel 5, and neighboring property Parcel 6, has deed restrictions that state one dwelling unit is allowed per Lot. The other 4 parcels are able to put 2 dwelling units on each parcel. This subject parcel cannot be split into 3 lots, because of the precedent of deed restrictions being on the last parcels 5 and 6. The current road agreement states that the 11th dwelling unit on Bonita Lane is financially responsible and must pave Bonita Lane. According to the original developer, deed restrictions needed to be put on Parcel 5 and 6 due to the road agreement. The maximum number of dwelling units on Bonita Lane is 10 and splitting the subject parcel creates 11 potential dwelling units. If the subject parcel can be split, then what was the purpose of deed restrictions on 5 and 6?

We would ask that the road agreement be looked at, to better understand how dividing this parcel into 3, affects the other dwelling units and the requirement to pave Bonita Lane.

We understand that the splitting of this parcel into 3 would take some of the granted water rights from the current neighboring home/lot. How can water rights be taken from a currently developed parcel and given to another parcel to be split?

Again we have not received any type of notice of this land split or case at our tax address.

Thank you for your time

Erik and Camille Thompson

PS The email on the case letter is incorrect and keeps rejecting due to mis spelling.

## Madelyn Vander Veen

---

**From:** Crystal <parkinson4@gmail.com>  
**Sent:** Monday, April 1, 2024 6:18 AM  
**To:** Madelyn Vander Veen  
**Subject:** [External] Bonita Lane Melba parcel number R28683010 case number is AD2023-0007-APL

I am writing about the property located on the southwest corner of Can Ada Rd and Bonita Ln, also referenced as Parcel R28683010, a portion of the NE quarter of Section 36, TIN, R2W, BM, Canyon County, Idaho.

We live directly next to the property. Our land touches the property proposed to be split. They're saying the land is non-viable and can be split because of that. We have lived here for almost 3 years. We've had marketable cows on the property for two years and a year ago we started a small dairy. We sell milk, yogurt and ice cream. We moved here purposely because we wanted to use the land as agriculture land. We completely disagree that the land is non-viable. We have water rights for 6 acres to water from our well. Making it so we can have marketable animals, which we have.

We were told that the properties would and could only be used for agriculture and could not be split into smaller pieces which would take away the ranchette properties. Putting more houses there and making them into much smaller pieces takes that away.

We were also told that each one of us would get one extra building permit per parcel. I sure hope this doesn't take that away from each of us.

Putting more houses along our dirt road also causes more wear and tear on our road. We were told if there were any more houses, we'd have to pave the road. If this property split is approved, those 3 new houses would need to pave road.

Last October, my parents filled out all the appropriate paperwork to have our property split so they could build next to us. They were denied. And then shortly after, they approved the splitting of the property next door! We were told this was first come first serve. Then why were we denied and them approved?

And last, this is the second time now that we have not received notification about the property being split next door. We live RIGHT next to the property and we have received nothing. Legally, we have to be notified. The first time they tried splitting the property I called the county, she told me our old address in Kuna, Idaho was notified. We hadn't lived in that house for 2 years and do not even own it. Our tax forms come to our home on Bonita lane which we have been paying on for three years. She also told me she'd change our address, but didn't because we still did not receive notification about the split.

We do not agree with the split next door. The land IS viable and CAN be used for agriculture.

Thank you.

Crystal and Justin Parkinson  
6201 Bonita Lane  
Melba, Idaho

March 29, 2024



Canyon County Board of Commissioners

Reference: Case Number AD2023-0007-APL

The purpose of this letter is to support Norman and Kathryn Alder's appeal of the Development Services Director's decision to approve an Administrative Land Division of Nonviable Parcels in an Agricultural Zone.

As land owners on Bonita Lane, we have numerous concerns about this action. First, the basis of the approval was the determination that the land was nonviable for agricultural purposes. We currently operate an agricultural business on our property on Bonita Lane. We have, to date, raised several marketable animals, planted three acres of pasture, and are raising fruit and berries, which will also be marketable. The land is perfectly suitable for agriculture and has well water rights for irrigation. Therefore, the designation as nonviable agricultural land is incorrect and the Administration decision is questionable at best.

Secondly, the approved split has also approved a road off Bonita Lane for access to the additional properties. However, Bonita Lane is a private road. The county does not own Bonita Lane and therefore cannot approve a road onto Bonita Lane without the express consent of the property owners who are a part of the Bonita Lane road maintenance agreement. If the county wants to approve the split of the parcel in question, the county must also require that the land owner provide a road into the parcel from Can Ada, to which the parcel has access. Can Ada is a county road, and therefore the county can grant access from it.

Finally, as citizens of Canyon County, we are deeply concerned with the county's complete disregard for the input of citizens and surrounding land owners in making a decision like this without allowing for a public hearing. The land owner of the parcel in question is an out-of-state developer with no ties to or care for Canyon County, while the citizens who live and work in the county are ignored and disregarded when the county makes "administrative decisions." As citizens of Canyon County, we protest to Ordinance 071809 of the Planning and Zoning code which allows the county to make land divisions without a hearing. The citizens of this county should not have to pay to be heard. Indeed, if you want us to pay to be heard, that payment will be to an attorney to challenge the shady practices of the county's appointees and elected officials who clearly are not concerned with representing the people of the county, but prefer to quietly and underhandedly appease out-of-state developers.

We urge the county to repeal the administrative split granted to Orrin J. Dorgan represented by Ramesh Kreizebeck on parcel R28683010, a portion of the NE quarter of Section 36, T1N, R2W, BM, Canyon County. This split negatively affects the surrounding agricultural businesses and citizens by increasing traffic, noise and construction in an agricultural zone.

Thank you for your time and consideration.

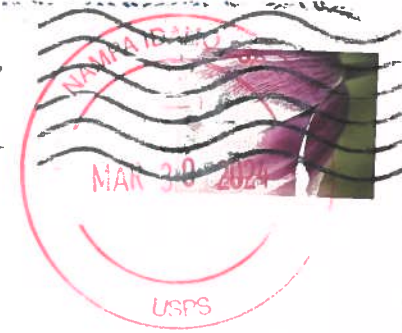
Sincerely,

A handwritten signature in black ink that reads "Nathan & Michelle Hansen". The signature is written in a cursive, flowing style.

Nathan & Michelle Hansen  
6278 Bonita Lane  
Melba, ID 83641  
(509) 840-9846  
michelleahansen@yahoo.com

HANSEN  
6278 BONITA LN  
MELBA, ID 83641

BOISE ID RPDC 837  
30 MAR 2024 PM 2 L



CANYON COUNTY DEVELOPMENT  
SERVICES DEPARTMENT  
111 NORTH 11<sup>TH</sup> AVE, SUITE 310  
CALDWELL, ID 83605

83605-341611



March 29, 2024

RECEIVED  
▶ APR 02 2024 ◀  
RECEIVED

Canyon County Board of County Commissioners

Reference: **Case No. AD2023-0007-APL**

The purpose of this letter is to support Norman and Kathryn Alder's appeal of the Development Services Director's decision to approve an Administrative Land Division of Nonviable Parcels in an Agricultural Zone.

As a land owner and resident on Bonita Lane, I strongly disagree with the basis for the approval that the land is not viable for agricultural purposes and that the division would not create a negative impact to the surrounding agricultural uses. We purchased our property on Bonita Lane because of its larger ranchette-size acreage. On Bonita Lane there are several agri-businesses: a small dairy, a horse training facility, and a homestead business with pastures, horses, and marketable livestock, i.e., cows, pigs, and chickens, and also fruit trees. These are certainly viable agricultural uses. Therefore, Ordinance 071809, Administrative Division of Non-Viable Agricultural Land, does not apply. Clearly, the land is viable for agri-business.

Increasing the number of households in the subject property will indeed affect the agricultural purposes negatively due to increased traffic and a population not necessarily accustomed to or appreciative of the demands of agriculture. Additional planning would be mandatory to ensure that access to the subject property came off CanAda and not Bonita Lane. Bonita Lane is a private lane and only one dwelling was approved for the subject parcel in the road agreement.

I urge the Commissioners to grant this appeal to keep this property agricultural.

Sincerely,



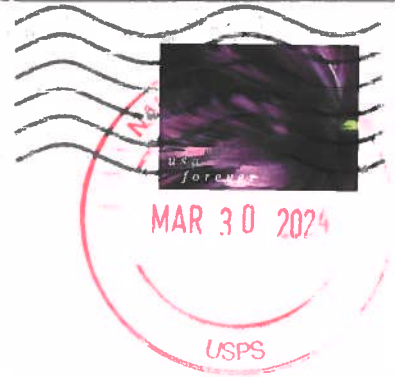
Barbara Kerr  
(509)539-1672  
6280 Bonita Lane  
Melba, ID 83641

circlektrwh@yahoo.com



Barbara J. Kerr  
PO Box 42  
Melba, ID 83641-0042

BOISE ID RPDC 837  
30 MAR 2024 PM 2 L



*Canyon County Development  
Services Department  
111 North 11th Avenue Suite 310  
Caldwell ID 83605*

83605-241611





**DSD Director Administrative Decision  
& Property Boundary Adjustment**

Canyon County Code of Ordinances  
§07-18-01, §07-10-17 & §07-10-03

**2019-001698**

RECORDED

01/15/2019 09:35 AM



CHRIS YAMAMOTO

CANYON COUNTY RECORDER  
Pgs=23 EHOWELL \$76.00  
MISC  
SPENCER CROSLAND

**Case Number:** AD2018-0129

**Parcel(s):** R28683

**Property Owner/Applicant(s):** American Homes LLC  
(Spencer Crosland)

**Request:** The applicant, Spencer Crosland, is requesting to complete a property boundary adjustment and land division of parcel R28683. The 100 acre parcel is primarily zoned "A" (Agricultural) with a 10 acre portion zoned "R1" (Single Family Dwelling). The property consists of three original parcels (two 40 acre parcels and one 20 acre parcel). The result of this request will create a total of four parcels from two of the original parcels (the 20 acre parcel near Can-Ada Road and the center 40 acre parcel). The proposed land division is consistent with §07-18-01.

The request includes a property boundary adjustment. The west 40 acres and center 40 acres will be adjusted to have parcel boundaries contiguous to the Waldvogel Canal. The west 40 acres will be adjusted to 41.50 acres (Parcel 5) and the center 40 acres will be adjusted to approximately 38.5 acres (Parcels 3 and 4). A rezone application is in process to rezone the west 41.5 acres from "A" (Agricultural) to "R1" (Single Family Residential) to further divide the parcel into a total of four buildable parcels (RZ2019-0001). The property boundary adjustment does not create or change existing eligibility for a building permit, does not create an additional parcel and does not result in the relocation of a building permit. The original lot lines are being adjusted greater than 80 feet. However, the result of the adjustment provides better connectivity to Waldvogel Canal and resolves maintenance issues. Therefore, the applicant have complied with the requirements of the CCZO §07-10-17.

The request includes a new private road. The 60' wide private road will serve four new parcels providing ingress and egress from Can-Ada Road. The private road will be named Bonita Lane. Consistent with §07-10-03(1)B3 CCZO, a Road User's Maintenance Agreement has been recorded (Instrument No. 2019-000081). As conditioned, private road construction and signage must be completed prior to or concurrent with the first building permit application. Also, as required by Nampa Highway District #1, a paved apron must be installed prior to or concurrent with the first building permit application.

The parcel shall be divided in substantial compliance with Instrument No. 2019-001420. The subject parcel shall be divided as follows:

- Parcel 1: 13.14 acres (Building Permit available)
- Parcel 2: 7 acres (Building Permit available)
- Parcel 3: 11.10 acres (Building Permit available)
- Parcel 4: 27.95 acres (Building Permit available)
- Parcel 5: 41.50 acres (Result of the adjustment - Building Permit and land division available)

**Decision:** Based on review by the Director of Development Services, the application to complete a land division (§07-18-01 CCZO), property boundary adjustment (§07-10-17 CCZO) and private road (§07-10-03 CCZO) for Parcel R28683 is **APPROVED** subject to the following conditions of approval:

- Private road signage and construction shall be completed prior to or concurrent with the first building permit application consistent with §07-10-03(2) & (3) of the Canyon County Code.



- Nampa Highway District #1 requires a paved apron for the private road to be installed prior to or concurrent with the first building permit application. Evidence of inspection and approval by Nampa Highway District #1 is required at the time of building permit application submittal.

Patricia Nelson  
Director

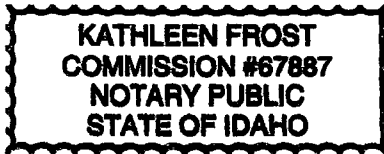
January 14, 2019  
Date

State of Idaho )

SS

County of Canyon County )

On this 14<sup>th</sup> day of January, in the year of 2019, before me Kathleen Frost, a notary public, personally appeared Patricia Nelson, personally known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he (she)(they) executed the same.

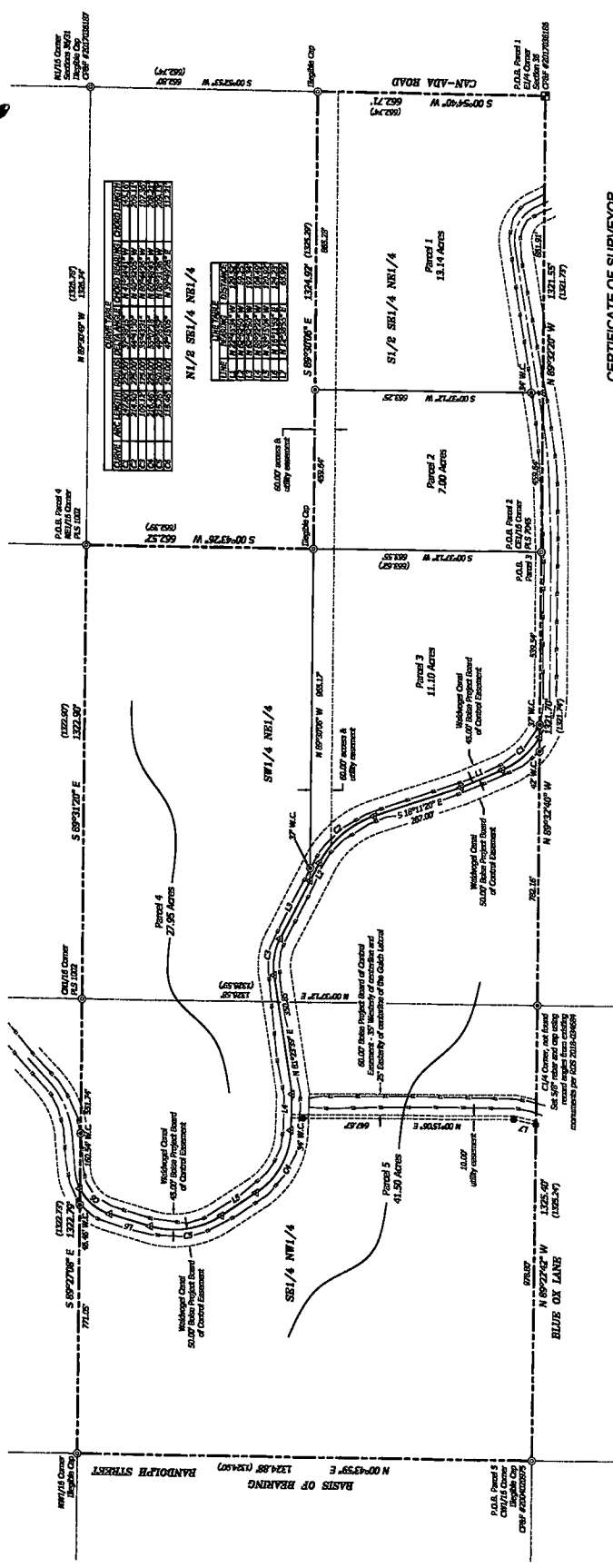


Notary: K Frost

My Commission Expires: 6-3-2022

# #2

**RECORD OF SURVEY - PARCEL DIVISION**  
 FOR AMERICAN HOMES LLC  
 PARCELS OF LAND BEING THE SE1/4 NW1/4, SW1/4 NE1/4 AND THE S1/2 SE1/4 NE1/4 OF SECTION 36,  
 TOWNSHIP 1 NORTH, RANGE 2 WEST, B.L.M., CANYON COUNTY, IDAHO



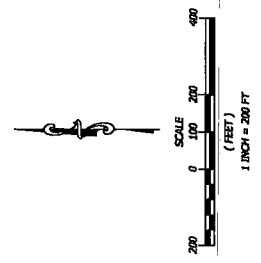
**CERTIFICATE OF SURVEYOR**  
 I, JEFF BEGLEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR,  
 LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP WAS DRAWN FROM AN  
 ACTUAL SURVEY ON THE GROUND UNDER MY DIRECT SUPERVISION, AND ACCURATELY  
 REPRESENTS THE POINTS MAPPED HEREON, AND IS IN CONFORMITY WITH THE STATE  
 PROFESSIONAL SURVEYING ACT, TO PLATS, SURVEYS, AND THE CORNER PERPETUATION AND  
 FILING ACT, IDAHO CODE.



JEFF BEGLEY  
 P.L.S. 11574  
 SURVEY INDEX NO. 124-38-0-0-00-00

**SAMTOOTH**  
 Lead Surveying, LLC  
 WWW.SAMTOOTHLS.COM  
 2030 S. WASHINGTON AVE.  
 EMMETT, ID 83617  
 (208) 398-8104  
 FAX (208) 398-8105

- LEGEND**
- PROPERTY BOUNDARY LINE
  - NEW PARCEL LINE
  - SECTIONAL LINE
  - EASEMENT LINE
  - CENTERLINE
  - TOP OF BANK
  - FOUND BRASS CAP MONUMENT
  - FOUND ALUMINUM CAP MONUMENT
  - FOUND 4" P. IRON AS NOTED
  - SET 5" P. IRON W/CP
  - SET 1" P. IRON W/CP
  - ▲ CALCULATED POINT
  - ( ) RECORD INFORMATION



**REFERENCES**  
 A.) RECORD OF SURVEY INSTR. NO. 2018-094894

**NOTE**  
 SAMTOOTH LAND SURVEYING, LLC ASSUMES NO LIABILITY FOR PRESENT OR FUTURE ENCUMBRANCES, EASEMENTS, RESTRICTIONS AS THEY PERTAIN TO BUILDING PERMITS AND THE ASSURANCE THEREOF.



**DSD Director Administrative Decision**

Canyon County Code of Ordinances  
 §07-18-01, §07-10-03

**2019-058861**

RECORDED

**12/04/2019 11:30 AM**



00483349201900588610200200

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=20 DLSTEPHENS \$67.00

MISC

AMERICAN HOMES LLC

Case Number: **AD2019-0072**  
 Parcel #'s: **R28683, R28683015, R28683014,**  
**R28683013, R28638013A**  
 Property Owner/Applicant(s): **American Homes LLC &**  
**Jon Mortensen, Nathan Hansen, Michelle**  
**Hansen, Erik Thompson, Camille Thompson,**  
**Mortensen Land Inc.**

**Property History:** A portion, 14.11 acres, of the subject property is zoned "A" (Agricultural) and approximately 55 acres is zoned "CR-R1" (Conditionally zoned Single Family Residential Case File RZ2019-0001 subject to conditions enumerated within DA19-073). Case file AD2018-0129 w/ROS 2019-001420 approved the division of two of the original portions of the 100 acre parcel comprised of three original parcels including the SENW, SWNE, and the S half SENE, Section 36, 1N, 2W. The subject property, 69.10 acres is comprised of parcel 4 & 5 ROS 2019-001420. A portion of parcel 4 (13.8±) was rezoned to "CR-R1" (CR-Single Family Residential) for the purpose of creating an additional parcel on the original SWNE 40 acres. Parcel 5 was also rezoned to "CR-R1" (Single Family Residential). The development agreement, DA19-073, restricts the number of new parcels that may be created to four (4) total.

**Request:** American Homes, LLC is requesting to complete the land divisions and property boundary adjustments of parcel 4 and 5(ROS#2019-001420), R28683, in accordance with provisions of DA19-073. The parcels north of the Waldvogel Canal will take access to the private road, Bonita Lane. The creation of an additional parcel taking access to Bonita Lane will require that the private road meet the standards for a road estimated to exceed 100 ADT in accordance with §07-10-03. The additional parcel(s) that have access to Bonita Lane shall also be subject to a Road User's Maintenance Agreement (current instr. #: 2019047169). *In accordance with AD2018-0129 conditions of approval the private road construction and signage must be completed prior to or concurrent with the first building permit application. As required by Nampa Highway District #1, a paved apron must be installed prior to or concurrent with the first building permit application.* Additionally, the applicant has determined that two of the proposed parcels having ingress/egress to Bonita Lane shall be restricted to one single-family residence and shall be deed restricted to not allow for secondary residences until such time as Bonita Lane is paved in accordance with CCZO §07-10-03.

**Property Division and property boundary adjustment as follows in accordance with ROS#2019-029861 amending AD2018-0129 as follows:**

Parcel 1 (R28693010): 13.14 acres (Building Permit available subject to conditions) [ROS 2019-01420]		
Parcel 2 (R28693011): 7 acres (Building Permit available subject to conditions) [ROS 2019-01420]		
Parcel 3 (R28693012): 11.10 acres (Building Permit available subject to conditions) [ROS 2019-01420]		
<b>**See Condition of Approval #2</b>		
<b>Existing approved parcels    NEW approved parcels    ROS#2019-029861</b>		
Parcel 4 [R28683](property boundary adjustment)	27.95 ac w/BP [Parcel 4 ROS 2019-01420]	14.11 ac w/residential permit available zoned "A"
Parcel 5** [R28683015] (Pt of amended parcel 4)		5.40 ac w/residential permit available "CR-R1"
Parcel 6**[R28683014] (Pt of amended parcels 4 & 5)	41.50 ac w/BP and division avail. [Parcel 5 ROS 2019-01420]	27.73 ac w/residential permit available "CR-R1"
Parcel 7 [R28683013] (Pt of amended parcel 5)		19.20 ac w/residential permit available "CR-R1"
Parcel 8 [R28683013A] (Pt of amended parcel 5)		3.00 ac w/residential permit available "CR-R1"

**Decision:** Based on review by the Director of Development Services, the application to complete a land division (§07-18-01 CCZO), property boundary adjustment (§07-10-17 CCZO) and private road (§07-10-03 CCZO) for Parcel R28683 as amended is **APPROVED** subject to DA19-073 and the following **conditions of approval**:

1. Private road signage and construction shall be completed prior to or concurrent with the first building permit application consistent with §07-10-03(2) & (3) of the Canyon County Code. Provide proof of installation.
2. A signed, notarized, and recorded document applicable to parcels 5 (R28683015) and parcel 6 (R28683014) taking access to Bonita Lane restricting development to one Single Family Residential home, no secondary dwelling units permitted, until such time as Bonita Lane is paved in accordance with CCZO §07-10-03 and applicable Fire District width requirements.
3. Nampa Highway District #1 requires a paved apron for the private road to be installed prior to or concurrent with the first building permit application. Evidence of inspection and approval by Nampa Highway District #1 is required at the time of building permit application submittal.
4. Condition #2 DA19-073: The subject parcel, R28683 shall be divided in accordance with §07-18-01 of the Canyon County Code. The division includes the following restrictions:
  - a. The subject parcel shall not be divided into more than four total parcels.
  - b. No additional administrative land divisions are permitted under §07-18-01 of the Canyon County Code except as granted through law or ordinance that supersedes this Agreement.

**Decision:** The application to complete the described land division in accordance with CCZO is **APPROVED**. The development shall comply with all applicable federal, state, and county laws, ordinances, rules and regulations that pertain to the property. The Idaho Right to Farm Act (Idaho Code § 22-4503) applies to this land use decision.

*Patricia Nilsson*

Director

*December 2, 2019*

Date

State of Idaho )

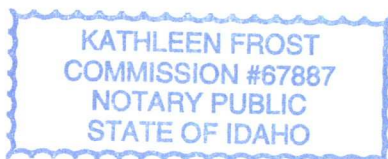
SS

County of Canyon County )

On this 2nd day of December, in the year of 2019, before me Kathleen Frost, a notary public, personally appeared Patricia Nilsson, personally known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he (she)(they) executed the same.

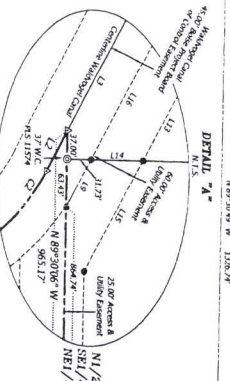
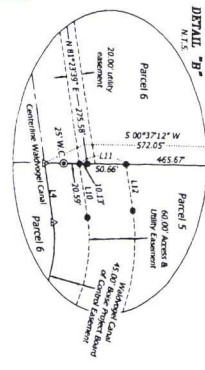
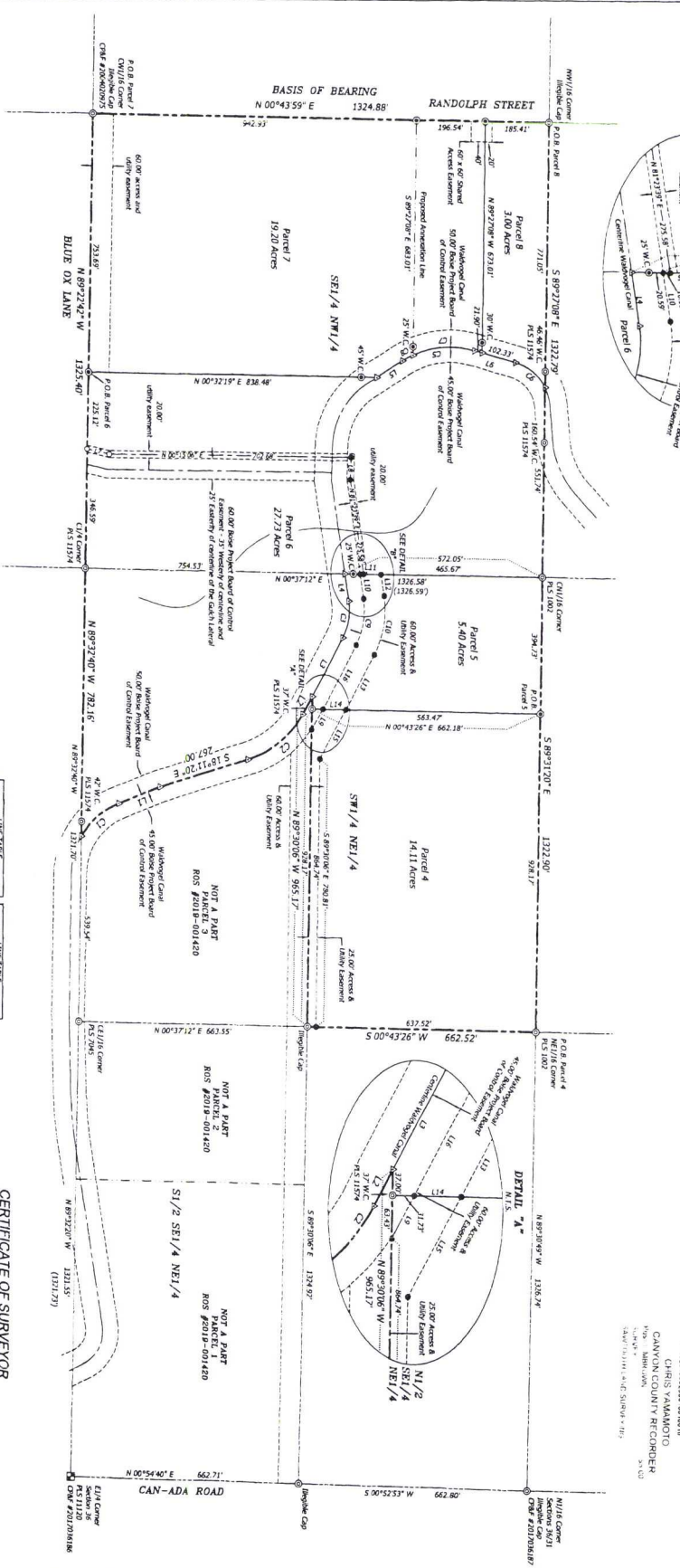
Notary: *K. Frost*

My Commission Expires: 6-3-2022



**RECORD OF SURVEY - PARCEL DIVISION**  
 FOR AMERICAN HOMES LLC  
 PARCELS 4 & 5 OF RECORD OF SURVEY INSTRUMENT NO. 2019-001420  
 LOCATED IN THE SE1/4 NW1/4 AND A PORTION OF THE SW1/4 NE1/4  
 IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 2 WEST, B.M., CANYON COUNTY, IDAHO  
 2019

2019-029861  
 RECORDED  
 07/03/2019 01:49 PM  
 CANYON COUNTY RECORDER  
 CHRIS YAMAMOTO  
 500 W. MAIN ST.  
 CANYON COUNTY, IDAHO 83401



**SURVEYORS NARRATIVE:**

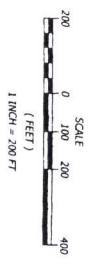
THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF PARCELS 4 AND 5 OF RECORD OF SURVEY INSTRUMENT NO. 2019-001420. THE SURVEYING CONTROL AND MONUMENTS WERE SET WITH THIS SURVEY. THE RECORD OF SURVEY, THE BEARINGS AND DISTANCES ON THIS SURVEY MATCH SAID RECORD OF SURVEY.

PARCELS 6 AND WEST OF THE WASHINGTON CANAL AND EAST AND WEST OF THE CALICO LATERAL.

PARCEL 7 HAS A PROPOSED ANTI-COLLISION LINE THROUGH IT AS SHOWN HEREON. SAID LINE HAS BEEN ESTABLISHED AND MONUMENTS SET WITH THIS SURVEY.

**LEGEND:**

- PROPERTY BOUNDARY LINE
- NEW PARCEL LINE
- OTHER DEED LINE
- SECTIONAL LINE
- EASEMENT LINE
- CENTERLINE
- FOUND BASS COP MONUMENT
- FOUND ALUMINUM COP MONUMENT
- FOUND SIP REBAR AS NOTED
- FOUND 1/2" REBAR/COP. P.S. 11574
- SET SIP REBAR/COP. P.S. 11574
- SET 1/2" REBAR/COP. P.S. 11574
- CALCULATED POINT



LINE NO.	LINE TYPE	BEARING	DISTANCE	POINT NO.	POINT TYPE
1	BOUNDARY	N 00°43'59" E	1324.88'	1	MONUMENT
2	BOUNDARY	S 89°23'08" E	1232.70'	2	MONUMENT
3	BOUNDARY	N 00°15'40" E	662.71'	3	MONUMENT
4	BOUNDARY	S 89°23'08" W	1232.70'	4	MONUMENT
5	BOUNDARY	N 00°43'59" E	1324.88'	5	MONUMENT
6	BOUNDARY	S 89°23'08" E	1232.70'	6	MONUMENT
7	BOUNDARY	N 00°15'40" E	662.71'	7	MONUMENT
8	BOUNDARY	S 89°23'08" W	1232.70'	8	MONUMENT
9	BOUNDARY	N 00°43'59" E	1324.88'	9	MONUMENT
10	BOUNDARY	S 89°23'08" E	1232.70'	10	MONUMENT
11	BOUNDARY	N 00°15'40" E	662.71'	11	MONUMENT
12	BOUNDARY	S 89°23'08" W	1232.70'	12	MONUMENT
13	BOUNDARY	N 00°43'59" E	1324.88'	13	MONUMENT
14	BOUNDARY	S 89°23'08" E	1232.70'	14	MONUMENT
15	BOUNDARY	N 00°15'40" E	662.71'	15	MONUMENT
16	BOUNDARY	S 89°23'08" W	1232.70'	16	MONUMENT
17	BOUNDARY	N 00°43'59" E	1324.88'	17	MONUMENT
18	BOUNDARY	S 89°23'08" E	1232.70'	18	MONUMENT
19	BOUNDARY	N 00°15'40" E	662.71'	19	MONUMENT
20	BOUNDARY	S 89°23'08" W	1232.70'	20	MONUMENT
21	BOUNDARY	N 00°43'59" E	1324.88'	21	MONUMENT
22	BOUNDARY	S 89°23'08" E	1232.70'	22	MONUMENT
23	BOUNDARY	N 00°15'40" E	662.71'	23	MONUMENT
24	BOUNDARY	S 89°23'08" W	1232.70'	24	MONUMENT
25	BOUNDARY	N 00°43'59" E	1324.88'	25	MONUMENT
26	BOUNDARY	S 89°23'08" E	1232.70'	26	MONUMENT
27	BOUNDARY	N 00°15'40" E	662.71'	27	MONUMENT
28	BOUNDARY	S 89°23'08" W	1232.70'	28	MONUMENT
29	BOUNDARY	N 00°43'59" E	1324.88'	29	MONUMENT
30	BOUNDARY	S 89°23'08" E	1232.70'	30	MONUMENT
31	BOUNDARY	N 00°15'40" E	662.71'	31	MONUMENT
32	BOUNDARY	S 89°23'08" W	1232.70'	32	MONUMENT
33	BOUNDARY	N 00°43'59" E	1324.88'	33	MONUMENT
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36	BOUNDARY	S 89°23'08" W	1232.70'	36	MONUMENT
37	BOUNDARY	N 00°43'59" E	1324.88'	37	MONUMENT
38	BOUNDARY	S 89°23'08" E	1232.70'	38	MONUMENT
39	BOUNDARY	N 00°15'40" E	662.71'	39	MONUMENT
40	BOUNDARY	S 89°23'08" W	1232.70'	40	MONUMENT
41	BOUNDARY	N 00°43'59" E	1324.88'	41	MONUMENT
42	BOUNDARY	S 89°23'08" E	1232.70'	42	MONUMENT
43	BOUNDARY	N 00°15'40" E	662.71'	43	MONUMENT
44	BOUNDARY	S 89°23'08" W	1232.70'	44	MONUMENT
45	BOUNDARY	N 00°43'59" E	1324.88'	45	MONUMENT
46	BOUNDARY	S 89°23'08" E	1232.70'	46	MONUMENT
47	BOUNDARY	N 00°15'40" E	662.71'	47	MONUMENT
48	BOUNDARY	S 89°23'08" W	1232.70'	48	MONUMENT
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50	BOUNDARY	S 89°23'08" E	1232.70'	50	MONUMENT
51	BOUNDARY	N 00°15'40" E	662.71'	51	MONUMENT
52	BOUNDARY	S 89°23'08" W	1232.70'	52	MONUMENT
53	BOUNDARY	N 00°43'59" E	1324.88'	53	MONUMENT
54	BOUNDARY	S 89°23'08" E	1232.70'	54	MONUMENT
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56	BOUNDARY	S 89°23'08" W	1232.70'	56	MONUMENT
57	BOUNDARY	N 00°43'59" E	1324.88'	57	MONUMENT
58	BOUNDARY	S 89°23'08" E	1232.70'	58	MONUMENT
59	BOUNDARY	N 00°15'40" E	662.71'	59	MONUMENT
60	BOUNDARY	S 89°23'08" W	1232.70'	60	MONUMENT
61	BOUNDARY	N 00°43'59" E	1324.88'	61	MONUMENT
62	BOUNDARY	S 89°23'08" E	1232.70'	62	MONUMENT
63	BOUNDARY	N 00°15'40" E	662.71'	63	MONUMENT
64	BOUNDARY	S 89°23'08" W	1232.70'	64	MONUMENT
65	BOUNDARY	N 00°43'59" E	1324.88'	65	MONUMENT
66	BOUNDARY	S 89°23'08" E	1232.70'	66	MONUMENT
67	BOUNDARY	N 00°15'40" E	662.71'	67	MONUMENT
68	BOUNDARY	S 89°23'08" W	1232.70'	68	MONUMENT
69	BOUNDARY	N 00°43'59" E	1324.88'	69	MONUMENT
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73	BOUNDARY	N 00°43'59" E	1324.88'	73	MONUMENT
74	BOUNDARY	S 89°23'08" E	1232.70'	74	MONUMENT
75	BOUNDARY	N 00°15'40" E	662.71'	75	MONUMENT
76	BOUNDARY	S 89°23'08" W	1232.70'	76	MONUMENT
77	BOUNDARY	N 00°43'59" E	1324.88'	77	MONUMENT
78	BOUNDARY	S 89°23'08" E	1232.70'	78	MONUMENT
79	BOUNDARY	N 00°15'40" E	662.71'	79	MONUMENT
80	BOUNDARY	S 89°23'08" W	1232.70'	80	MONUMENT
81	BOUNDARY	N 00°43'59" E	1324.88'	81	MONUMENT
82	BOUNDARY	S 89°23'08" E	1232.70'	82	MONUMENT
83	BOUNDARY	N 00°15'40" E	662.71'	83	MONUMENT
84	BOUNDARY	S 89°23'08" W	1232.70'	84	MONUMENT
85	BOUNDARY	N 00°43'59" E	1324.88'	85	MONUMENT
86	BOUNDARY	S 89°23'08" E	1232.70'	86	MONUMENT
87	BOUNDARY	N 00°15'40" E	662.71'	87	MONUMENT
88	BOUNDARY	S 89°23'08" W	1232.70'	88	MONUMENT
89	BOUNDARY	N 00°43'59" E	1324.88'	89	MONUMENT
90	BOUNDARY	S 89°23'08" E	1232.70'	90	MONUMENT
91	BOUNDARY	N 00°15'40" E	662.71'	91	MONUMENT
92	BOUNDARY	S 89°23'08" W	1232.70'	92	MONUMENT
93	BOUNDARY	N 00°43'59" E	1324.88'	93	MONUMENT
94	BOUNDARY	S 89°23'08" E	1232.70'	94	MONUMENT
95	BOUNDARY	N 00°15'40" E	662.71'	95	MONUMENT
96	BOUNDARY	S 89°23'08" W	1232.70'	96	MONUMENT
97	BOUNDARY	N 00°43'59" E	1324.88'	97	MONUMENT
98	BOUNDARY	S 89°23'08" E	1232.70'	98	MONUMENT
99	BOUNDARY	N 00°15'40" E	662.71'	99	MONUMENT
100	BOUNDARY	S 89°23'08" W	1232.70'	100	MONUMENT

**CERTIFICATE OF SURVEYOR**

I, JEFF BEAGLEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY OF THE CORNER MONUMENTS AND S.M. CONCOMITANT WITH THE STATE REPRESENTS THE POINTS MARKED HEREON, AND IS IN CONFORMITY WITH THE STATE FILMS ACT, IDAHO CODE.

P.L.S. 11574

JEFF BEAGLEY

SURVEY INDEX NO. 124-36-0-0-0-00-00

2030 S. WASHINGTON AVE.  
 EMMETT, ID 83617  
 (208) 398-8104  
 FAX (208) 398-8105  
 WWW.SAWTOOTH-LS.COM

SHEET	DATE	DRAWN BY	CHECKED BY	DATE
1 OF 1	11/01/18	JMB	CP	1/18/19

DWG# 18158-RS

# MASTER APPLICATION

## CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11<sup>th</sup> Avenue, #140, Caldwell, ID 83605

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



PROPERTY OWNER	OWNER NAME: <b>ORRIN J DORGAN</b>
	MAILING ADDRESS: <b>43789 SW ELIZABETH AVE PENDLETON, OR 97801</b>
	PHONE: _____ EMAIL: _____

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

Signature: *[Signature]* Date: 12/06/2022

AGENT ARCHITECT ENGINEER BUILDER	CONTACT NAME: <b>RAMESH KREIZENBECK</b>
	COMPANY NAME: <b>IMMERSION DEVELOPMENT LLC</b>
	MAILING ADDRESS: <b>1119 E. STATE ST. STE 130 PAJUE, ID 83616</b>
	PHONE: <b>(208) 284-2939</b> EMAIL: <b>RAMESH@FITPRINTMARKETING.COM</b>

SITE INFO	STREET ADDRESS: <b>BONITA LN, MELBA ID</b>
	PARCEL #: <b>28683010</b> LOT SIZE/AREA: <b>13.14 ACRES</b>
	LOT: _____ BLOCK: _____ SUBDIVISION: _____
	QUARTER: _____ SECTION: _____ TOWNSHIP: _____ RANGE: _____
	ZONING DISTRICT: _____ FLOODZONE (YES/NO): <b>NO</b>

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

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

CASE NUMBER: <b>AD 2023-0007</b>	DATE RECEIVED: <b>1/27/2023</b>
RECEIVED BY: <u><i>[Signature]</i></u>	APPLICATION FEE: <b>\$600.00</b> <input checked="" type="checkbox"/> MO, CC CASH

Revised 1/3/21

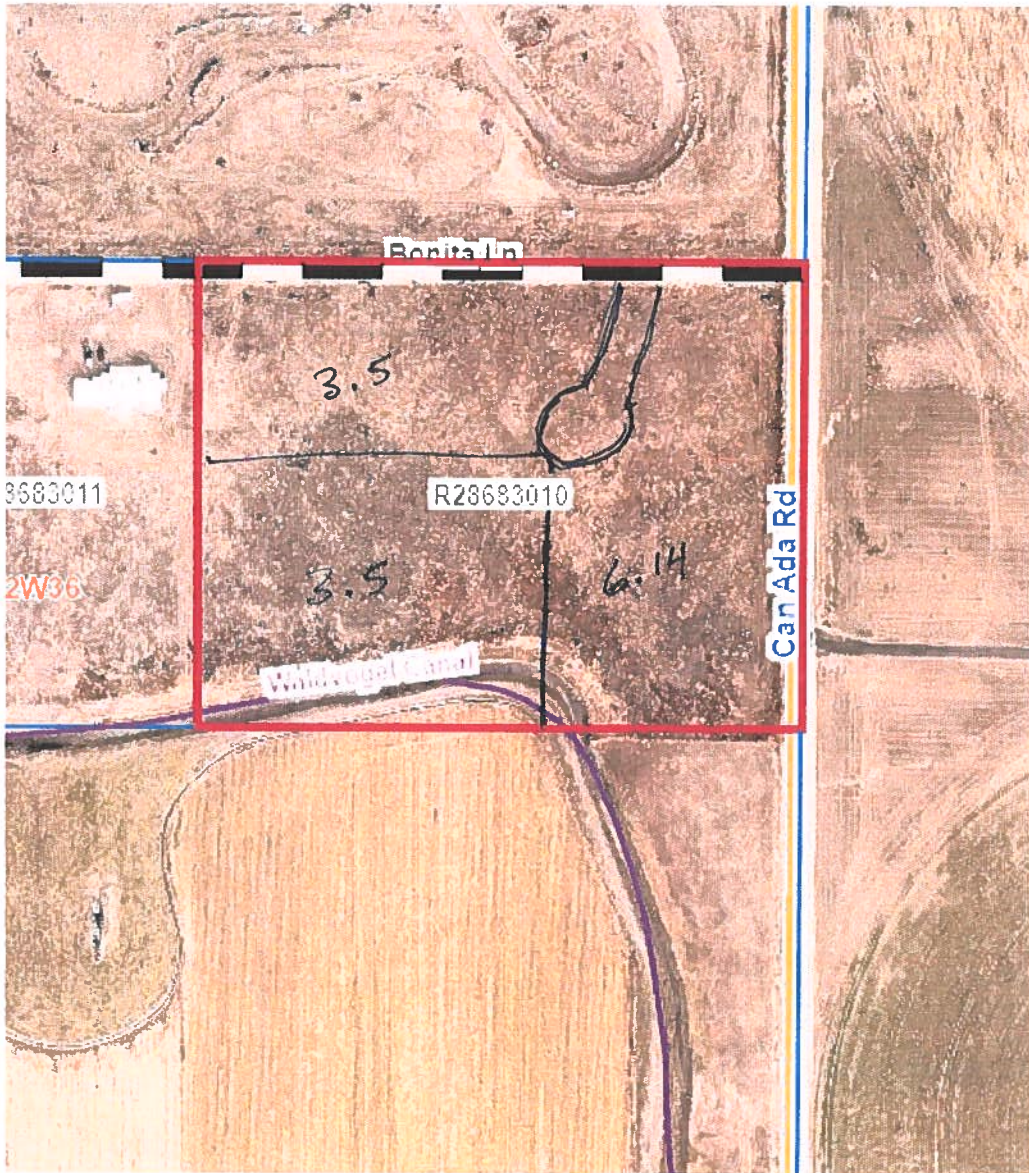
## Nonviable Parcel in Agricultural Zone

Canyon County Planning and Zoning,

This letter is a request to subdivide parcel #R28683010 into three lots and adjust from agriculture to rural residential due to a Nonviable Parcel in an Agricultural Zone. The parcel is non irrigated, on high ground and has no water rights. The land has not been utilized for agriculture due to lack of water rights, rocky terrain, and sub quality soil. Land has never been utilized for agriculture and cannot support any type of crop.

Currently the parcel is approximately 13.14 acres, and we request to subdivide into 3 lots. The parcel is currently listed as transition agriculture in the 2030 comprehensive plan. The compatibility with neighboring will meet existing approved requests within the local area. There would be minimal change to the density of the area due to the large lot sizes, minimum of 3.5 acres and largest being 6.14 acres. The request would support the local community with their vision of reducing the large subdivisions by creating homesteads with large acreage that does not overwhelm the town infrastructures.

Attached is copy of proposed lot description with lot sizes.



3 PARCELS :

- 1 : 6.14 ACRES
  - 2 : 3.5 ACRES
  - 3 : 3.5 ACRES
- 13.14 ACRES





Ramesh Kreizenbeck <rameshkreizenbeck@gmail.com>

---

**Parcel R28683010 Bonita Lane, Melba, Idaho**

1 message

---

**aflavel.bkirrdist@gmail.com** <aflavel.bkirrdist@gmail.com>  
To: rAMESHKREIZENBECK@gmail.com

Wed, Jan 25, 2023 at 8:55 AM

Hi, this parcel is on high ground and has no irrigation water rights. Thanks!!

Alicia Flavel

Secretary-Treasurer

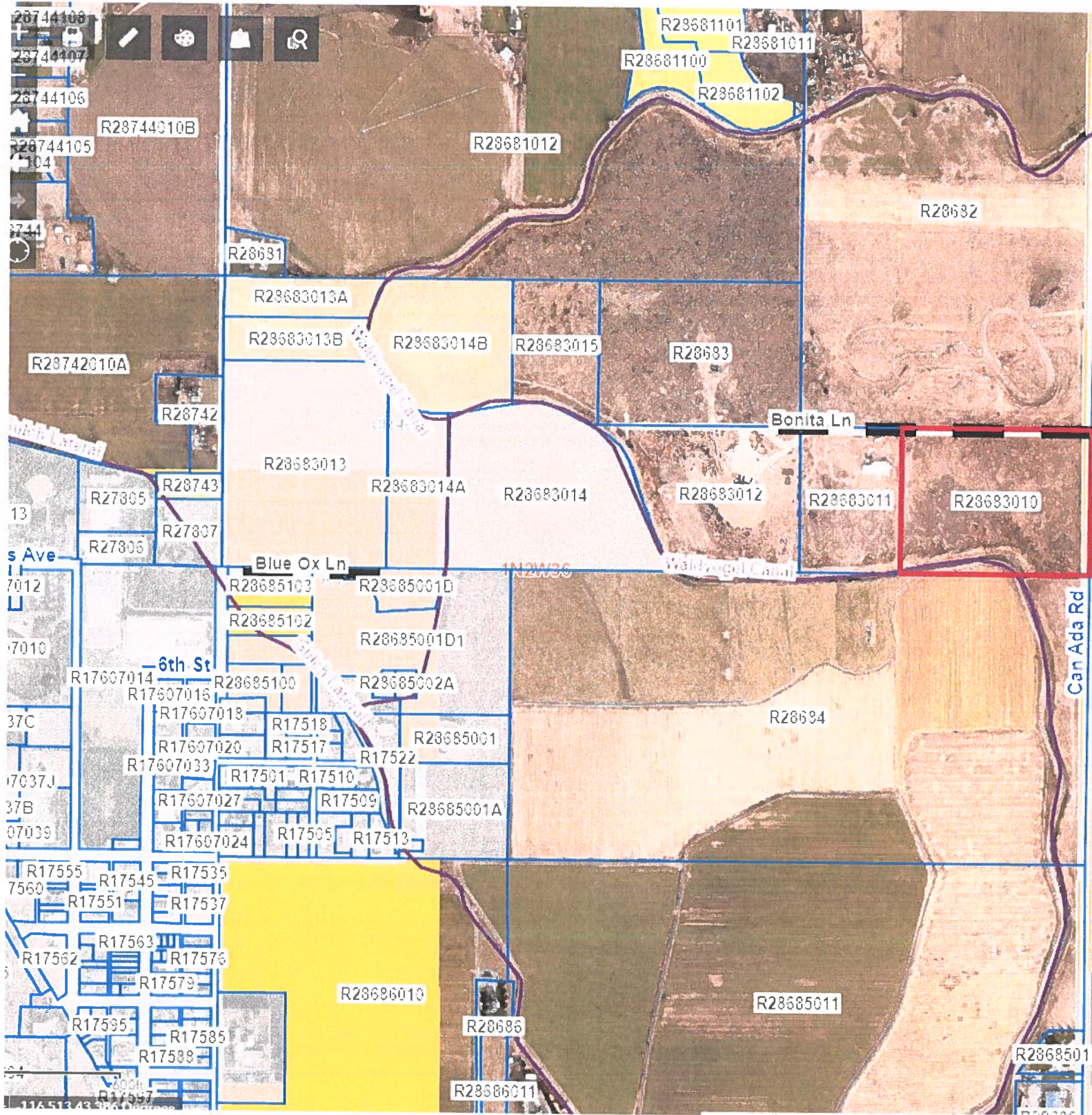
Boise-Kuna Irrigation District

129 N. School Avenue

Kuna, Idaho 83634

Phone: 208-922-5608

Fax: 208-922-5659



- RR (RURAL RESIDENTIAL)
- CR-R1 (FAMILY RESIDENTIAL - COND REZONE)
- CR-RR (RURAL RESIDENTIAL - COND REZONE)
- R1 (SINGLE FAMILY RESIDENTIAL)

# R28683010 PARCEL INFORMATION REPORT

4/12/2022 10:00:19 AM

**PARCEL NUMBER:** R28683010

**OWNER NAME:** DORGAN ORRIN J

**CO-OWNER:**

**MAILING ADDRESS:** 43789 SW ELIZABETH AVE PENDLETON OR 97801

**SITE ADDRESS:** 0 BONITA LN

**TAX CODE:** 0930000

**TWP:** 1N

**RNG:** 2W

**SECTION:** 36

**QUARTER:** NE

**ACRES:** 13.14

**HOME OWNERS EXEMPTION:** No

**AG-EXEMPT:**

**DRAIN DISTRICT:** NOT In Drain Dist

**ZONING DESCRIPTION:** AG / AGRICULTURAL

**HIGHWAY DISTRICT:** NAMPA HWY DIST

**FIRE DISTRICT:** MELBA FIRE

**SCHOOL DISTRICT:** MELBA SCHOOL DIST

**IMPACT AREA:** MELBA

**FUTURE LAND USE:** AG

**IRRIGATION DISTRICT:** BOISE PROJECT BOARD OF CONTROL

**FEMA FLOOD ZONE:** X

**FEMA FLOODWAY:** NOT In FLOODWAY

**FIRM PANEL NUMBER:** 16027C0500F

**WETLAND:** Riverine

**NITRATE PRIORITY:** ADA CANYON

**PRINCIPAL ARTERIAL:** NOT In Principal Art

**COLLECTOR:** NOT In COLLECTOR

**INSTRUMENT NO. :** 2019034255

**SCENIC BYWAY:** NOT In Scenic Byway

**LEGAL DESCRIPTION:** 36-1N-2W NE TX 19147 IN S 1/2 SENE

**PLATTED SUBDIVISION:**

**SMALL CITY ZONING:**

**SMALL CITY ZONING TYPE:**



### DISCLAIMER:

1. FEMA FLOOD ZONE REFERS TO THE DESIGNATED FEMA FLOOD AREAS POSSIBLY ONE (1) OF SEVERAL ZONES - SEE FIRM PANEL NUMBER
2. THIS FORM DOES NOT CALCULATE DATA FOR PARCELS INSIDE CITY LIMITS SO WATCH YOURSELVES
3. WETLANDS CLASSIFICATION WILL POPULATE IF "ANY" PORTION OF SAID PARCEL CONTAINS A DELINEATED WETLAND.
4. COLLECTORS AND ARTERIALS ARE BASED ON THE SHERRIF'S CENTERLINE WITH AN ADDITIONAL 100 FOOT BUFFER

CANYON COUNTY ASSUMES NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR MISUSE OF THIS PARCEL INFORMATION TOOL OR ANY OF THE INFORMATION CONTAINED HEREIN.

CANYON COUNTY ASSESSOR'S TAX NUMBER: 19522

SECTION/TOWNSHIP/RANGE: 36-1N-2W NE

SUBDIVISION:

LOT\BLOCK\TRACT:

ACCOUNT NUMBER: R28683-000

TAX YEAR: 2020

INST: 2019031232

DATE: 10/07/2019

GRANTOR: MORTENSEN JON & AMERICAN HOMES LLC

GRANTEE: HANSEN, NATHAN & MICHELLE H/W & BARBARA KERR

**NOTICE**

THESE DOCUMENTS ARE MAINTAINED FOR  
ASSESSMENT PURPOSES & SHOULD NOT  
BE RELIED UPON FOR DETERMINING  
PROPERTY BOUNDARIES & CURRENT  
PROPERTY OWNERSHIP.

-----DESCRIPTION-----

SPLIT W/ R28683-014 & 015  
EASEMENTS ON DEED

A parcel of land being a portion of the Southwest quarter of the Northeast quarter of Section 36, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at an aluminum cap PLS 11120 marking the East quarter corner of said Section 36; thence North 00°54'40" East, coincident with the East line of the South half of the Southeast quarter of the Northeast quarter of said Section 36, a distance of 662.71 feet to a 5/8 inch rebar with an illegible cap marking the Northeast corner of the South half of the Southeast quarter of said Northeast quarter; thence North 00°52'53" East, coincident with the East line of the North half of said Southeast quarter of the Northeast quarter, a distance of 662.80 feet to a 5/8 inch rebar with an illegible cap marking the Northeast corner of said Southeast quarter of the Northeast quarter (Center North 1/16 corner); thence North 89°30'49" West, coincident with the North line of said Southeast quarter of the Northeast quarter a distance of 1326.74 feet to a 5/8 inch rebar with cap PLS 1002 marking the Northeast corner of said Southwest quarter of the Northeast quarter (Northeast 1/16 corner) and the Point of Beginning; thence South 00°43'26" West, coincident with the East line of said Southwest quarter of the Northeast quarter a distance of 662.52 feet to a 5/8 inch rebar with an illegible cap, hereafter referred to as Point A; thence leaving said East line North 89°30'06" West, 928.17 feet to a 5/8 inch rebar with cap PLS 11574; thence North 00°43'26" East, parallel with said East line of the West quarter of the Northeast quarter, a distance of 662.18 feet to a 5/8 inch rebar with cap PLS 11574 on the North line of said Southwest quarter of the Northeast quarter, hereafter referred to as Point B; thence South 89°31'20" East, coincident with the North line of said Southwest quarter of the Northeast quarter, a distance of 928.17 feet to the Point of Beginning.

Parcel Number  
28683010 0

Site Address  
BONITA LN, MELBA

Owner Information  
DORGAN ORRIN J  
43789 SW ELIZABETH AVE  
PENDLETON OR 97801  
07/29/2019  
2019034255

Owner Name  
Mailing Address  
Transfer Date  
Document #  
Deed Book/Page

Tax District 093-00  
Parcel Situs Address BONITA LN, MELBA  
Deeded Acreage 13.1400  
Location / Description  
Legal Desc. 36-1N-2W NE TX 19147 IN S 1/2 SENE

Parcel Type  
Property Class Code 512 Rural Res Tract  
Neighborhood Code 320000

*already zoned -> department of development states aug still. will need to rezone.*

Current Land Value \$132,840 Residential Land  
Current Imp. Value \$0 Residential Imp.  
Current Total Assessed Value \$132,840 Residential Total  
Commercial Land \$0 Non-Res Land  
Commercial Imp. \$0 Non-Res Imp.  
Commercial Total \$0 Non-Res Total  
Dwelling Value \$0 Classified Land Value  
Farmland Value \$0 Homesite Value

Adjustment Factor 0.00  
Average Value / Acre \$0  
Appraisal Date 4/17/2019  
Reason For Change 02  
Prior Land Value \$770  
Prior Imp. Value \$0

394-1141  
Tom  
Boise Project

Canyon County  
Recorders Office

COM 105  
17  
LAVE

RE  
1.09



Order Number: 19333520

**Warranty Deed**

<b>2019-034255</b>	
RECORDED	
<b>07/29/2019 03:53 PM</b>	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=5 EHOWELL	\$15.00
TYPE: DEED	
TITLEONE BOISE	
ELECTRONICALLY RECORDED	

For value received,

**American Homes LLC, an Idaho Limited Liability Company and Jon Mortensen, a married man as his sole and separate property**

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

**Orrin J. Dorgan, a single person**

whose current address is

43789 SW Elizabeth Ave., Pendleton, OR 97801

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

A parcel of land being a portion of the South half of the Southeast quarter of the Northeast quarter of Section 36, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Beginning at an aluminum cap PLS 11120 marking the East quarter corner of said Section 36; thence North 89°32'20" West coincident with the South line of said Southeast quarter of the Northeast quarter, a distance of 861.91 feet to a point witnessed North 00°37'12" East, 34.00 feet with a 5/8 inch rebar with cap PLS 11574; thence North 00°37'12" East, parallel with the West line of said South half of the Southeast quarter of the Northeast quarter, a distance of 663.25 feet to a 5/8 inch rebar with cap PLS 11574 on the North line of said South half of the Southeast quarter of the Northeast quarter; thence

South 89°30'06" East, coincident with said North line of the South half of the Southeast quarter of the Northeast quarter, a distance of 865.28 feet to a 5/8 inch rebar with an illegible cap marking the Northeast corner of said South half of the Southeast quarter of the Northeast quarter; thence South 00°54'40" West, coincident with the East line of said South half of the Southeast quarter of the Northeast quarter, a distance of 662.71 feet to the Point of Beginning.

Also, subject to a 60.00-foot wide access and utility easement, lying 60.00 feet South of and parallel with the following described line:

Beginning at the aforementioned 5/8 inch rebar with an illegible cap marking the Northeast corner of said Parcel 1; thence North 89°30'06" West, coincident with the North line of Parcel 1 and said North line of the South half of the Southeast quarter of the Northeast quarter, a distance of 865.28 feet to a 5/8 inch rebar with cap PLS 11574 marking the Northwest corner of Parcel 1 and the Point of Terminus.

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


Remainder of page intentionally left blank.

Dated: July 16, 2019

American Homes LLC, an Idaho Limited Liability Company

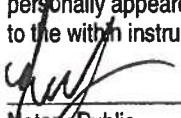
**Signed in Counterpart**

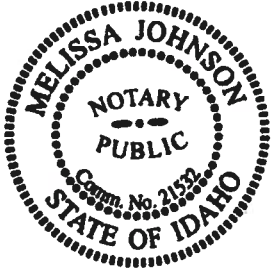
By: \_\_\_\_\_

  
\_\_\_\_\_  
Jon Mortensen

State of Idaho, County of Canyon, ss.

On this 25th day of July in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Jon Mortensen, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

  
\_\_\_\_\_  
Notary Public  
Residing In: Star, ID  
My Commission Expires: 01-20-2021  
(seal)





Dated: July 16, 2019

American Homes LLC, an Idaho Limited Liability Company

By: Spencer Crosland  
Spencer Crosland, Manager

**Signed in Counterpart**

\_\_\_\_\_  
Jon Mortensen

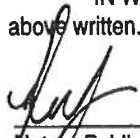
~~State of Idaho, County of \_\_\_\_\_, ss.~~

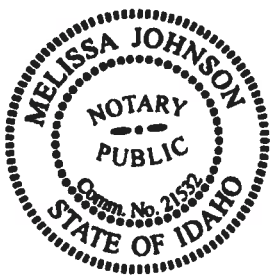
~~On this \_\_\_\_\_ day of July in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared American Homes LLC, an Idaho Limited Liability Company, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.~~

\_\_\_\_\_  
Notary Public  
Residing In:  
My Commission Expires:  
(seal)

On this 25<sup>th</sup> day of July 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Spencer Crosland, known or identified to me to be a Manager of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

  
\_\_\_\_\_  
Notary Public for Idaho  
Residing In: Star, ID  
My Commission Expires: 01-20-2021  
(seal)



After Recording Return to:  
Northwest FCS – Country Home Department  
Attn: Sherri Gambill  
2001 S Flint Rd  
PO Box 2515  
Spokane, WA 99220-2515

**2019-034256**  
RECORDED  
**07/29/2019 03:53 PM**  
CHRIS YAMAMOTO  
CANYON COUNTY RECORDER  
Pgs=10 EHOWELL \$45.00  
TYPE: MTG D OF T  
TITLEONE BOISE  
ELECTRONICALLY RECORDED

19333520

Primary Customer Name/Note No.  
Dorgan, Orrin/15316E6246620

**DEED OF TRUST**

On 07/16/2019, ORRIN J. DORGAN, A SINGLE PERSON, hereinafter called Grantors, whose address is

43789 SW Elizabeth Ave  
Pendleton, OR 97801

grant, convey, warrant, transfer and assign to Brad L. Williams, Attorney at Law, hereinafter called Trustee, whose address is 12410 E. Mirabeau Parkway, Suite 100, Spokane Valley, WA 99216, in trust with power of sale for the benefit of Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Beneficiary, whose address is 2001 South Flint Road, P.O. Box 2515, Spokane, Washington 99220-2515, property in Canyon County(ies), State of ID, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Land"),

Tax Parcel Number(s): R28683000 0

and including all buildings, structures, wells and other improvements now or hereafter located on the Land, including, but not limited to the fixtures (as described below), and all other equipment, machinery, appliances, goods and other articles attached to such buildings and other improvements; all "water assets" as defined herein; all fixtures (including without limitation, goods that are or become so related to the Land that an interest in them arises under the real estate law) and any additions or replacements now or hereafter located on, attached to, installed in or used in connection with the Land; all personal property, appliances, equipment and goods now or hereafter owned or possessed by Grantors located upon, in, or about or used in connection with the Land or improvements; all rights, rights-of-way, easements, licenses, profits, claims, demands, privileges, grazing privileges, leases, rents, issues, tenements, hereditaments, and appurtenances now owned or hereafter acquired by Grantors and used in connection with the Land and the improvements or as a means of access to either or both, (including without limitation all rights over the property of third persons which are related thereto, private roads, water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever and howsoever evidenced, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating and irrigating apparatus, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

**DEED OF TRUST**  
**PAGE 1 OF 10**

DOT – Lot Loan – Fixed Rate – ID/MT/WA – Manual  
Primary Customer Name/Note No. Dorgan, Orrin/15316E6246620  
E360 03-18

"Water Assets" means all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, without limitation, the water, water rights and entitlements of every kind or nature and other assets and items more specifically described hereinafter:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever and howsoever evidenced, including but not limited to the following: (i) the groundwater on, under, pumped from or otherwise available to the Land, whether as the result of groundwater rights, contractual rights or otherwise, together with Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easement, covenant, agreement, or contract with any person or entity; (ii) any rights to which the Land is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water; (iii) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Land by virtue of the Land being situated within the boundaries of any governmental district or agency, or within the boundaries of any private water company, mutual water company, irrigation company, ditch company or other non-governmental entity that owns, stores, diverts and/or delivers water including, any and all stock, interest or other rights Mortgagor has in such entity, including voting or decision rights, and any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset; and (iv) all water and existing and future water rights, however evidenced, to the use of water for irrigation, livestock and domestic purposes. References to "water" and "water rights" are used herein in the broadest and most comprehensive sense of the terms. The term "water" includes water rights and rights to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's share of any Water Assets in any water bank or with any water authority, or any other water reallocation rights.

b. All licenses, permits, approvals, contracts, decrees, rights and interests to acquire or appropriate any Water Assets, water bank or other credits evidencing any right to Water Assets, to store, carry, transport or deliver Water Assets, to sell, lease, exchange, or otherwise transfer any Water Asset, or to change the point for diversion of water, the location of any Water Asset, the place of use of any Water Asset, or the purpose of the use of any Water Asset.

c. All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any Water Asset.

d. All storage and treatment rights for any Water Asset, whether on or off the Land or other property of Mortgagor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any Water Asset.

e. All irrigation and watering equipment, including all pumps, pumping plants, storage tanks, pump motors, electrical generators (all of which are declared to be fixtures), and all systems, ditches, laterals, conduits, and rights-of-way used to convey water or to drain the Land, all of which rights are or are hereby made appurtenant to the Land.

**DEED OF TRUST  
PAGE 2 OF 10**

DOT - Lot Loan - Fixed Rate - ID/MT/WA - Manual  
Primary Customer Name/Note No. Dorgan, Orrin/15316E6246628  
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f. All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, including joint use agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset.

g. All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts and other rights to payment arising from or on account of any use, nonuse, sale, lease transfer or other disposition of any Water Asset.

The following described Note(s), Membership Agreements, loan agreement, security documents and any other documents or instruments signed in connection with the note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided under the terms of the Loan Documents and any amounts expended by Beneficiary to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, except those Loan Documents that expressly state they are not secured by the Property described herein, and payment of the indebtedness under the terms of the Note(s) made to the order of Beneficiary, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof.

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
07/16/2019	\$108,000.00	08/01/2029

In addition, this Deed of Trust (hereafter also referred to as "Security Instrument") is intended to secure future loans and advances made by Beneficiary, no matter how evidenced. The continuing validity and priority of this Deed of Trust for future loans and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Beneficiary nor commitment from Beneficiary to make future loans exist.

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

The Property does not exceed 40 acres in area.

Grantors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as otherwise previously disclosed, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Grantors authorize Beneficiary to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Grantor.
2. That this Deed of Trust also constitutes a Security Agreement granting Beneficiary a security interest in any and all personal property described above.
3. To keep all buildings and other improvements, now or hereafter existing, in good repair; not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property; and Beneficiary shall have the right to enter upon the Property to make full inspection of the Property.

**DEED OF TRUST  
PAGE 3 OF 10**

DOT - Lot Loan - Fixed Rate - ID/MT/WA - Manual  
Primary Customer Name/Note No. Dorgan, Orrin/15316E6246620  
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4. To maintain casualty insurance, naming Beneficiary as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located, in whole or in part, within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Beneficiary satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Beneficiary.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this Deed of Trust, except as stated above.
6. To specifically assign and deliver to Beneficiary all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; Beneficiary may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and application or release of such amounts shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Beneficiary; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Beneficiary access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Beneficiary shall be for Beneficiary's purposes only and shall not be construed to create any responsibility or liability on the part of Beneficiary to Grantors or to any other person); to forward copies of any notices received from any environmental agencies to Beneficiary; to provide Beneficiary copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Beneficiary, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
8. That neither Grantors nor, to the best of Grantors' knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Grantor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this Deed of Trust, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); not to apply or enter into any federal, state or local program which limits or restricts the use of the Property, in any way without prior written consent of Beneficiary; to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this Deed of Trust, naming Beneficiary as an assignee shall be for security purposes and shall not alter Grantors' obligations hereunder; and any failure of Grantors to perform any such obligation shall constitute an event of default.

**DEED OF TRUST  
PAGE 4 OF 10**

DOT -- Lot Loan -- Fixed Rate -- ID/MT/WA -- Manual  
Primary Customer Name/Note No. Dorgan, Orrin/15316E6246620  
E360 03-18

10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, conveyed or waived to Trustee or Beneficiary, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Beneficiary shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Grantors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this Deed of Trust.
11. To execute any instrument deemed necessary by the Beneficiary to assign, convey or waive such Grazing Rights to the Trustee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Beneficiary copies of any notices received by Grantors regarding the Grazing Rights; and in the event of foreclosure of this Deed of Trust, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at Trustee's or foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Grantors shall comply with the terms and provisions of said laws, regulations and contracts; Grantors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Beneficiary their attorney-in-fact to select and designate the portion of the property to be subject to a recordable contract, in the event Grantors become subject to the excess land limitation; if Grantors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Grantors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Grantors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Grantors shall execute a supplemental deed of trust on such lands in favor of the Beneficiary; and failure to execute such deed of trust on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Beneficiary may, at its option, perform the same, in whole or in part; any advances, attorney fees or costs, paid or incurred by Beneficiary to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the obligation secured by this Deed of Trust.
14. That the indebtedness and obligations secured by this Deed of Trust are personal to the Grantors and are not assignable by Grantors; Beneficiary relied upon the credit of Grantors, the interest of Grantors in the Property and the financial market conditions then existing when making this loan; if Grantors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Beneficiary, or if Grantors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Grantors, or if Grantors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Grantors shall be in default hereunder.

**DEED OF TRUST  
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15. Due on Sale. Lender may at its option, without prior notice, declare all indebtedness and obligations secured by this Security Instrument, immediately due and payable without presentment, demand, protest or further notice of any kind, and may exercise all rights and remedies provided in the Loan Documents or under applicable law if all or part of the Property is sold, conveyed, leased, or otherwise transferred without the prior written consent of Lender.
16. That time is of the essence and in the event of default, at Beneficiary's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Beneficiary shall have the right to foreclose the lien of this Deed of Trust or to direct Trustee, in writing, to foreclose this Deed of Trust by notice and sale, to have a receiver appointed in any court proceeding, to collect any rents, issues and profits from the Property and to deliver them to Beneficiary to be applied as provided above and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.
17. That Beneficiary may from time to time, in writing and without further notice or consent, release any person from liability for payment of any of the indebtedness or extend the time or otherwise alter the terms of payment of any of the indebtedness; and Trustee may, with written consent of Beneficiary, at any time and from time to time, and without affecting the liability of any person:
  - a. Join in any subordination or other agreement affecting this Deed of Trust or lien or charge thereof.
  - b. Reconvey, without warranty, any or all of the Property.
18. That after all sums secured hereby have been paid, upon receipt of the Deed of Trust and note and payment of its fees, Trustee shall reconvey without warranty the Property, as provided by law. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
19. That, in the event of foreclosure of this Deed of Trust by notice and sale, the power of sale shall be exercised by the Trustee according to and under the authority of the law pertaining to deeds of trust then in effect in the state in which the Property is situated; Trustee shall deliver to purchaser its deed, without warranty, containing recitals demonstrating compliance with the requirements of such law.
20. To surrender possession of such premises within the time period provided by law; in the event Beneficiary is purchaser of the Property and possession is not delivered, as provided by law, to pay Beneficiary the costs and the expenses, including reasonable attorney fees, incurred in any suit or action by Beneficiary to obtain possession of the premises.
21. That Trustee accepts this trust when this deed, duly executed and acknowledged is recorded as provided by law; any Trustee lawfully appointed by Beneficiary as a substitute or successor Trustee shall succeed to all the powers and duties of the Trustee named herein; Trustee is not obligated to notify any party hereto of the pending sale under any other deed of trust or any action or proceeding in which Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.
22. That as used herein, the term "Deed of Trust" shall be synonymous with the terms "trust indenture" and "trust deed"; the term "Grantors" shall be synonymous with the term "Trustors" as used in any of the laws of the state in which the Property is situated; the term "Beneficiary" shall mean the holder and owner of any Note secured hereby, or if any Note(s) has been pledged, the pledgee thereof.
23. That the failure of Beneficiary to exercise any right or option provided herein, at any time shall not preclude Beneficiary from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all

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rights conferred on Beneficiary or on Trustee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the Deed of Trust shall be construed as though such provision had been omitted.

24. That Grantors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this Deed of Trust. All Exhibits hereto, if applicable, are incorporated herein and made a part of this Deed of Trust. This Deed of Trust may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
25. At origination or at any time during the term of the loan, Borrower (as defined in the Loan Documents) or any other vested party (collectively "Escrow Obligor") shall pay to Beneficiary on the day installment payments are due under the Note(s), until the Note(s) 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 Deed of Trust as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Beneficiary under this Deed of Trust. These items are called "Escrow Items". At origination or at any time during the term of the loan, Beneficiary may require that community association dues, fees, and assessments, if any, be escrowed by Escrow Obligor, and such dues, fees and assessments shall be an Escrow Item. Escrow Obligor shall promptly furnish to Beneficiary all notices of amounts to be paid under this section. Escrow Obligor shall pay Beneficiary the Funds for Escrow Items unless Beneficiary waives Escrow Obligor's obligation to pay the Funds for any or all Escrow Items. Beneficiary may waive Escrow Obligor's obligation to pay to Beneficiary Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Escrow Obligor shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Beneficiary and, if Beneficiary requires, shall furnish to Beneficiary receipts evidencing such payment within such time period as Beneficiary may require. Escrow Obligor'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 Deed of Trust. If Escrow Obligor is obligated to pay Escrow Items directly, pursuant to a waiver, and Escrow Obligor fails to pay the amount due for an Escrow Item, Beneficiary may exercise its rights under the Covenants section and pay such amount and Borrower shall then be obligated under this Deed of Trust to repay to Beneficiary any such amount. Beneficiary may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with this Deed of Trust and, upon such revocation, Escrow Obligor shall pay to Beneficiary all Funds, and in such amounts, that are then required under this section.

Beneficiary may, at any time, collect and hold Funds in an amount (a) sufficient to permit Beneficiary to apply the Funds at the time specified under Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Beneficiary 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.

Funds shall be held in a special account set up by Beneficiary. The Funds in the special account are not insured by any federal financial regulator or agency. Funds are protected only by the financial condition of Beneficiary. Interest will accrue on the special account balance at such rates as are required by applicable state or federal law. Beneficiary shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Beneficiary shall not charge Escrow Obligor for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Beneficiary pays Escrow Obligor interest on the Funds and applicable law permits Beneficiary to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Beneficiary shall not be required to pay Escrow Obligor any interest or earnings on the Funds. Escrow Obligor and Beneficiary can agree in writing, however, that interest shall be

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paid on the Funds. Beneficiary shall give to Escrow Obligor, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Beneficiary shall account to Escrow Obligor for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Beneficiary shall notify Escrow Obligor as required by RESPA, and Escrow Obligor shall pay to Beneficiary 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, Beneficiary shall notify Escrow Obligor as required by RESPA, and Escrow Obligor shall pay to Beneficiary 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 Deed of Trust, Beneficiary shall promptly refund to Escrow Obligor any Funds held by Beneficiary.

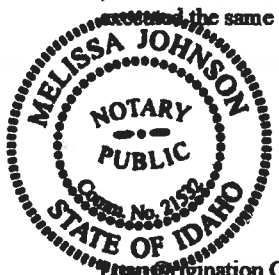
26. Trustee shall reconvey the Property, without warrant, to the person or persons legally entitled to it upon (a) written request of Beneficiary stating that all indebtedness has been paid and fully performed, which shall be in substantially the form of Exhibit B attached hereto and incorporated herein, (b) surrender by Beneficiary of this Deed of Trust, and (c) payment by Grantor of Trustee's fees and the costs and expenses of executing and recording any requested reconveyance. The grantee in any such reconveyance may be described as "the person or persons legally entitled thereto."


ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

  
Orrin J. Dorgan

STATE OF Idaho )  
County of Ada ) ss.

On this 21st day of July, 2019, before me personally appeared Orrin J. Dorgan, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



  
Printed Name Melissa Johnson  
Notary Public for the State of Idaho  
Residing at Star, ID  
My commission expires 01-20-2021

Loan Origination Company's Name Northwest Farm Credit Services, An Agricultural Credit Association  
Loan Origination Company NMLS 543727  
Loan Originator's Name Aleesha Arzen  
Loan Originator NMLS 1806083

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A parcel of land being a portion of the South half of the Southeast quarter of the Northeast quarter of Section 36, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Beginning at an aluminum cap PLS 11120 marking the East quarter corner of said Section 36; thence North 89°32'20" West coincident with the South line of said Southeast quarter of the Northeast quarter, a distance of 861.91 feet to a point witnessed North 00°37'12" East, 34.00 feet with a 5/8 inch rebar with cap PLS 11574; thence North 00°37'12" East, parallel with the West line of said South half of the Southeast quarter of the Northeast quarter, a distance of 663.25 feet to a 5/8 inch rebar with cap PLS 11574 on the North line of said South half of the Southeast quarter of the Northeast quarter; thence South 89°30'06" East, coincident with said North line of the South half of the Southeast quarter of the Northeast quarter, a distance of 865.28 feet to a 5/8 inch rebar with an illegible cap marking the Northeast corner of said South half of the Southeast quarter of the Northeast quarter; thence South 00°54'40" West, coincident with the East line of said South half of the Southeast quarter of the Northeast quarter, a distance of 662.71 feet to the Point of Beginning.

Also, subject to a 60.00-foot wide access and utility easement, lying 60.00 feet South of and parallel with the following described line:

Beginning at the aforementioned 5/8 inch rebar with an illegible cap marking the Northeast corner of said Parcel 1; thence North 89°30'06" West, coincident with the North line of Parcel 1 and said North line of the South half of the Southeast quarter of the Northeast quarter, a distance of 865.28 feet to a 5/8 inch rebar with cap PLS 11574 marking the Northwest corner of Parcel 1 and the Point of Terminus.

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**Exhibit B**

**EXAMPLE  
REQUEST FOR FULL RECONVEYANCE**

**THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES  
OF FURTHER AND/OR ADDITIONAL ADVANCES  
MUST BE PRESENTED WITH THIS REQUEST**

**TO THE TRUSTEE:** [Insert Name]

The undersigned hereby certifies that it is the legal owner and holder of the Note[s] and all other indebtedness secured by the Deed of Trust dated [date] between [Grantor name], Grantor, [Trustee name], Trustee, and [Beneficiary Name], Beneficiary, recorded [date], as Instrument No. [instrument no.], to secure an indebtedness in the amount of \$[amount], records of [County], [State]. Said indebtedness has been fully paid and satisfied, and you are hereby requested and directed to cancel said Note[s] above-mentioned and all other evidences of indebtedness secured by said Deed of Trust, and to reconvey without warranty all the estate now held by you thereunder.

Dated: [insert date]

[BENEFICIARY NAME]

[BENEFICIARY SIGNATURE BLOCK]

[ACKNOWLEDGEMENT]

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