



HEARING DATE: May 14, 2024

APPELLANT: Destiny Platt
Representative: Darin Taylor

OWNER: Destiny Platt

PLANNER: Sabrina Minshall

CASE NUMBER: AD2021-0060MOD-APL

LOCATION: Parcel R38437011 (portion of
NE quarter of Section 24, T5N,
R4W, BM, Canyon County,
Idaho)

PROJECT DESCRIPTION:

The applicant/appellant, Ms. Destiny Platt, is appealing the Director’s Decision on case AD2021-0060MOD. The applicant is appealing the denial to modify the approved access for parcel R38437011 from Indecision Lane (a private road and driveway) to utilization of a 25’ County easement off of Goodson Road, which was the result of a 1978 contract between the U.S. Bureau of Reclamation and Canyon County.

PROJECT HISTORY:

- On 8/3/2021, Edward Goodson, received approval (with conditions) for an administrative land division for Parcel R38437. The approval created a total of four (4) parcels, three (3) with building permits and one (1) agricultural only parcel.
- On November 26, 2023, the applicant, Destiny Platt/Goodson Family Trust requested modifications of two conditions from AD2021-0060 and RD2021-0021 to:
 - a. Remove condition #7 “Crossing agreement with Black Canyon Irrigation (BCID) must be in place prior to the issuance of any building permit(s)” with a request to replace it with “a crossing agreement to be in place at time building permits applied for.” Or “Crossing Agreement must be in place prior to the issuance of any building permit(s) to parcel #4 as cited on record of survey for Goodson Family Trust.” And;
 - b. Changing ingress/egress from the approved access per RD2021-0021, which utilized a proposed private road, “Indecision Lane,” and the approved 28’ easement reduction for a portion of the access, and replace with an alternate access for parcel 3 (R38437011) utilizing “Goodson Road,” a 25’ easement for a public road over land owned by the

Bureau of Reclamation. Canyon County is the grantee for the easement, and has not utilized or improved it for a public road.

- On February 8, 2024, A Director’s Decision was signed denying both modifications.
- On February 8, 2024, the applicant submitted a partial withdrawal of the modification request to NOT remove of Condition #7, as they were able to obtain a crossing agreement.
- On February 21, 2024, the applicant submitted an appeal of the Director’s decision.
Property owners within 600 feet and applicable agencies were notified of the appeal, the property was posted with signs for the public hearing, and legal notice was submitted to the newspaper of record.
- On April 24, 2024, during the written public comment period, applicant submitted additional materials including letters solicited by, and provided directly to the applicant, from Canyon County Sheriff’s Office, Canyon County Ambulance District, and Caldwell Rural Fire District. The applicant also submitted an additional report from their Engineer, Orton Engineering.
- On April 25, 2024, during the written public comment period, the applicant’s representative, Darin Taylor, submitted additional materials including a letter, an additional copy of the 1978 contract between US Bureau of Reclamation and Canyon County, and a letter dated 4/17/24 from Black Canyon Irrigation District.
- On April 23, during the written public comment period, a letter opposing the appeal was submitted by Mr. and Mrs. Smith who reside at 26890 Hop Road, Caldwell Idaho and own the property adjacent to the proposed new access.

DIRECTOR’S DECISION:

- The request to modify AD2021-0060 was **denied** on February 8, 2024. The Director’s Decision is Exhibit 8

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 is Exhibit 2.

ATTACHMENTS/EXHIBITS:

Exhibit 1: Parcel Tool Report

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

Exhibit 3: Case Maps

Exhibit 4: Application for Appeal

Exhibit 5: Applicant’s Representative Supplement to Appeal 04/25/24

Exhibit 6: Applicant’s Supplement to Appeal 04/24/24

Exhibit 7: Public Comment in Opposition (Brian and Laurie Smith) 04/23/24

Exhibit 8: Director’s Decision AD2021-0060MOD 02/08/24

Exhibit 9: Correspondence between Applicant and Board of County Commissioners

Exhibit 10: Applicant Updated Letter of Request 11/28/23 and Additional Materials

Exhibit 11: Application for Modification of AD2021-0060 11/27/23

Exhibit 12: Additional Email Correspondence with Applicant

R38437011 PARCEL INFORMATION REPORT

5/7/2024 2:21:34 PM

PARCEL NUMBER: **R38437011**

OWNER NAME: **PLATT STEVEN C**

CO-OWNER: **PLATT DESTINY J**

MAILING ADDRESS: **19114 GALLOWAY RD CALDWELL ID 83607**

SITE ADDRESS: **0 INDECISION LN**

TAX CODE: **0820000**

TWP: **5N** RNG: **4W** SEC: **24** QUARTER: **NE**

ACRES: **10.00**

HOME OWNERS EXEMPTION: **No**

AG-EXEMPT: **Yes**

DRAIN DISTRICT: **NOT In Drain Dist**

ZONING DESCRIPTION: **AG / AGRICULTURAL**

HIGHWAY DISTRICT: **NOTUS-PARMA HWY**

FIRE DISTRICT: **CALDWELL RURAL FIRE**

SCHOOL DISTRICT: **NOTUS SCHOOL DIST**

IMPACT AREA: **NOT In Impact Area**

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

FLU Overlay Zone Desc 2030:

FLU RR Zone Desc 2030:

FUTURE LAND USE 2030: **AG**

IRRIGATION DISTRICT: **BLACK CANYON IRRIGATION DIST**

FEMA FLOOD ZONE: **X** FLOODWAY: **NOT In FLOODWAY** FIRM PANEL: **16027C0100F**

WETLAND: **NOT In WETLAND**

NITRATE PRIORITY: **NO Nitrate Prio**

FUNCTIONAL Classification: **NOT In COLLECTOR**

INSTRUMENT NO. : **2021057953**

SCENIC BYWAY: **NOT In Scenic Byway**

LEGAL DESCRIPTION: **24-5N-4W NE TX 21589 IN NWNE**

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.



Findings of Fact, Conclusions of Law, and Order

Findings of Fact

1. The applicant, Destiny Platt, is appealing the Director’s Decision for Case #AD2021-0060MOD, which was a denial to modify the condition related to access for parcel R38437011. Parcel R38437011 is generally described as portion of NE quarter of Section 24, T5N, R4W, BM, Canyon County, Idaho.
2. On 8/3/2021, Edward Goodson, received approval (with conditions) for an administrative land division for Parcel R38437. The approval created a total of four (4) parcels, three (3) with building permits and one (1) agricultural only parcel.
 - a. On November 26, 2023, the applicant, Destiny Platt/Goodson Family Trust requested modifications of two conditions for “Lot 3” in AD2021-0060 and RD2021-0021 to: A) Remove condition #7 “Crossing agreement with Black Canyon Irrigation (BCID) must be in place prior to the issuance of any building permit(s)” with a request to replace it with “a crossing agreement to be in place at time building permits applied for.” Or “Crossing Agreement must be in place prior to the issuance of any building permit(s) to parcel #4 as cited on record of survey for Goodson Family Trust.” And; B) Changing ingress/egress for parcel #3 from the approved access per AD2021-0060 and RD2021-0021, which utilized a proposed private road, “Indecision Lane,” and the approved 28’ easement reduction for a portion of the access, and replace with an alternate access for Lot 3 (R38437011) to utilize “Goodson Road,” a 25’ easement for a public road over land owned by the Bureau of Reclamation. Canyon County is the grantee for the easement, and has not utilized or improved it for a public road.
3. On February 8, 2024, A Director’s Decision was signed denying both modifications. (Exhibit 8 of the staff report)
4. On February 8, 2024, the applicant submitted a partial withdrawal of the modification request to NOT remove of Condition #7, as they were able to obtain a crossing agreement.
5. On February 21, 2024, the applicant submitted an appeal of the Director’s decision, requesting the Canyon County Board of Commissioners approve AD2021-0060MOD, modifying the ingress/egress approval to the County easement off of Goodson Road.
 - a. Property owners within 600 feet and applicable agencies were notified of the appeal, the
 - b. property was posted with signs for the public hearing, and legal notice was submitted to the newspaper of record.
6. On April 24, 2024, during the written public comment period, applicant submitted additional materials including, but not limited to, letters solicited by, and provided directly to the applicant, from Canyon County Sheriff’s Office, Canyon County Ambulance District, and Caldwell Rural Fire District. The applicant also submitted an additional report from their Engineer, Orton Engineering.
7. On April 25, 2024, during the written public comment period, the applicant’s representative, Darin Taylor, submitted additional materials including, but not limited to, a letter, an additional copy of the 1978 contract between US Bureau of Reclamation and Canyon County, and a letter dated 4/17/24 from Black Canyon Irrigation District.
8. On April 23, during the written public comment period, a letter opposing the appeal was submitted by Mr. and Mrs. Smith who reside at 26890 Hop Road, Caldwell Idaho and own the property adjacent to the proposed new access.
9. The 10.0-acre parcel, R38437011, is zoned “A” (Agricultural).

10. The Canyon County Future Land Use Plan within the 2030 Canyon County Comprehensive Plan designates the subject property as “agriculture”.
11. The request was noticed/published per Canyon County Code §07-05-01. Property owners within 600’ of the external boundaries of the parcel and affected agencies were notified per CCZO §07-05-01 on March 29, 2024.
12. All records herein consist of exhibits provided in the public hearing staff report, testimony, and exhibits provided during the public hearing on May 14, 2024, and all information in case file AD2021-0060MOD-APL.

Conclusions of Law

Upon review, the Board of County Commissioners finds and concludes the following regarding the Standards of Review for Appeal of Director Administrative Decision (CCZO §07-05-07):

- (1) *Appeal to Board: An affected person aggrieved by a final administrative decision or action of the director that was made pursuant to the provisions of this chapter may appeal to the board.*
- (2) *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. On November 26, 2023, the applicant, Destiny Platt/Goodson Family Trust requested modifications of two conditions from AD2021-0060 (related to RD2021-0021.), one relating to irrigation crossing agreement and one related to access. The Applicant subsequently submitted additional information to remove the request to modify the condition related to the irrigation crossing.
 - C. On February 8, 2024, Case AD2021-0060MOD was denied by the Director of DSD (Exhibit 8) due to the Canyon County easement (from 1978 agreement with Bureau of Reclamation) had not been improved, nor maintained as a County roadway. The easement is also only 25’ in width, and does not meet Canyon County standards for access for a private road. Canyon County does not have standards for a public road, since the County does not improve, maintain or operate roadways. Furthermore, AD2021-0060 contained an explicit condition for the land division for access for parcel three to utilize Indecision Lane and a private driveway.
 - D. On February 21, 2024, the applicant submitted an appeal of the Director’s decision requesting approval of AD2021-0060MOD (Exhibit 4 in staff report)
 - E. *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.*
 1. All records herein consist of exhibits provided in the public hearing staff report, testimony, and exhibits provided during the public hearing on May 14, 2024, and all information in case file AD2021-0060MOD-APL.
 2. Property owners within 600’ of the external boundaries of the parcel and affected agencies were notified per CCZO §07-05-01 on March 29, 2024. One comment was received (Exhibit 7.)
 - F. *The board may affirm, reverse, or modify, in whole or in part, the director's decision.*

After reviewing all applicable codes and considering all information a duly noticed hearing, the Board of County Commissioners affirms the decision made by the Director of DSD on February 8, 2024 (Exhibit 8 of the staff report).

Order

Based upon the Findings of Fact and Conclusions of Law enumerated above, the Board of County Commissioners hereby **denies** the appeal affirming the decision by the Director of DSD for Case No. AD2021-0060MOD-APL.

According to Idaho Code §67-6519, the following actions may be taken to obtain approval:

Not applicable, all ingress/egress shall comply with the original condition in AD2021-0060. All other conditions also remain in place.

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

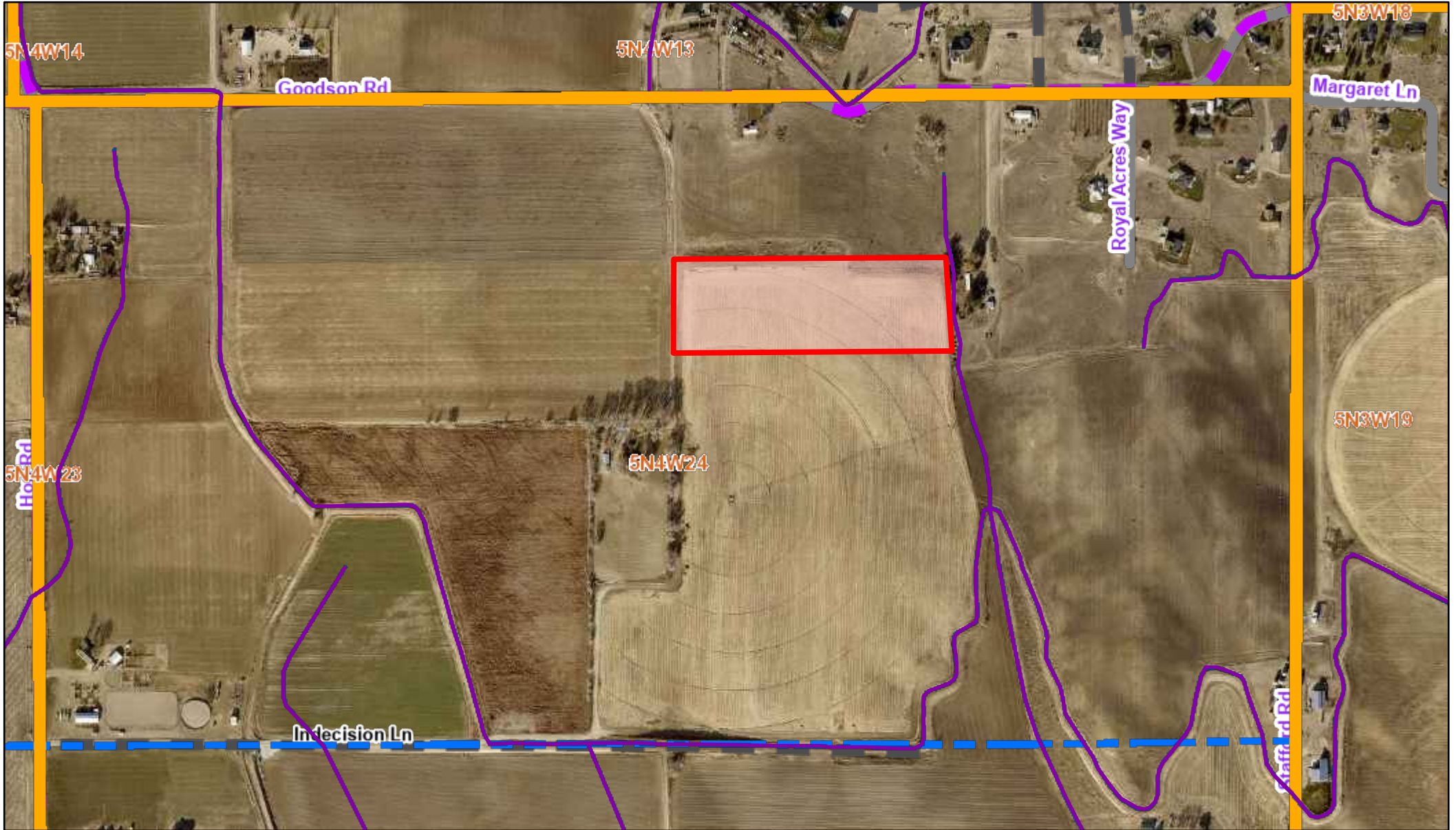
APPEAL DENIED this _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY,**

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

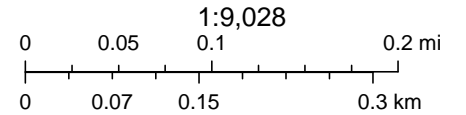
Attest: Rick Hogaboam, Clerk

By: _____



2/21/2024, 3:35:13 PM

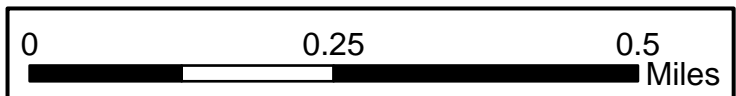
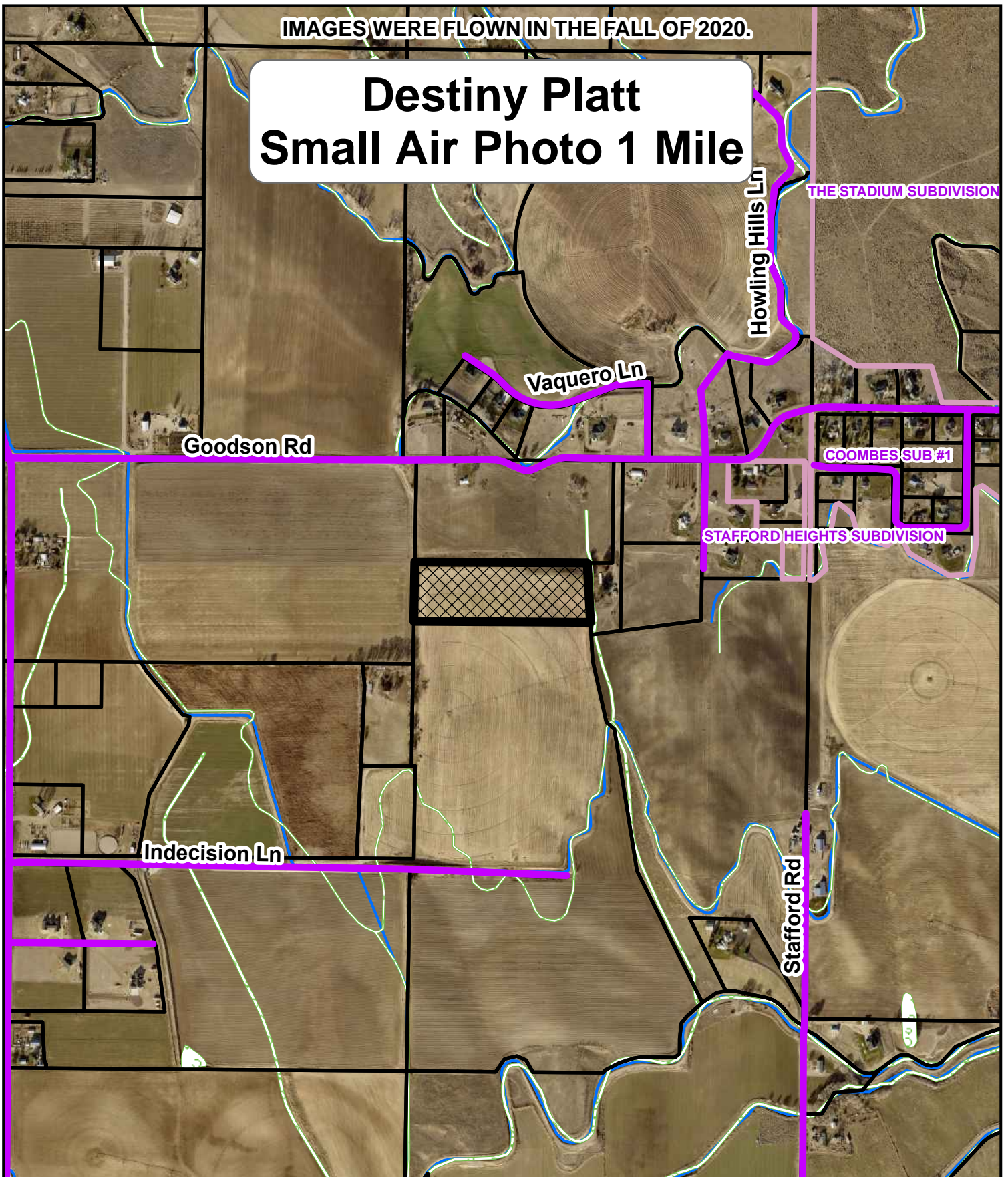
- Multiple Parcel Search _Query result
- Current Impact Area
- Hydro_NHDFlowline
- Hydro_NHDFlowline
- County Boundary
- City Limits
- Sections
- CanyonCountyRoads
- Roads
- CC_PrivateRoads
- Urban_2023
- Red: Red



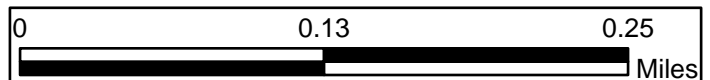
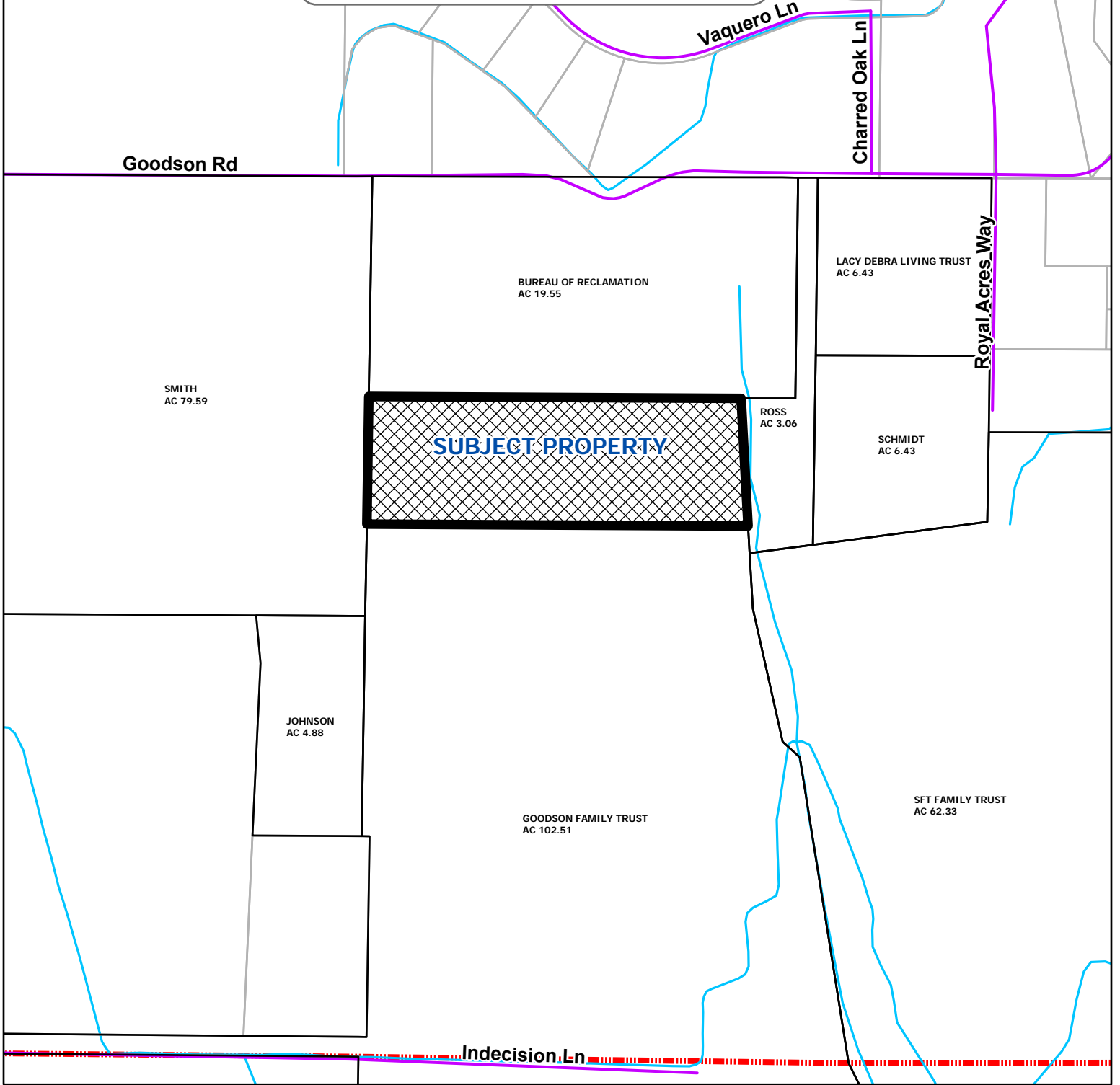
Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

IMAGES WERE FLOWN IN THE FALL OF 2020.

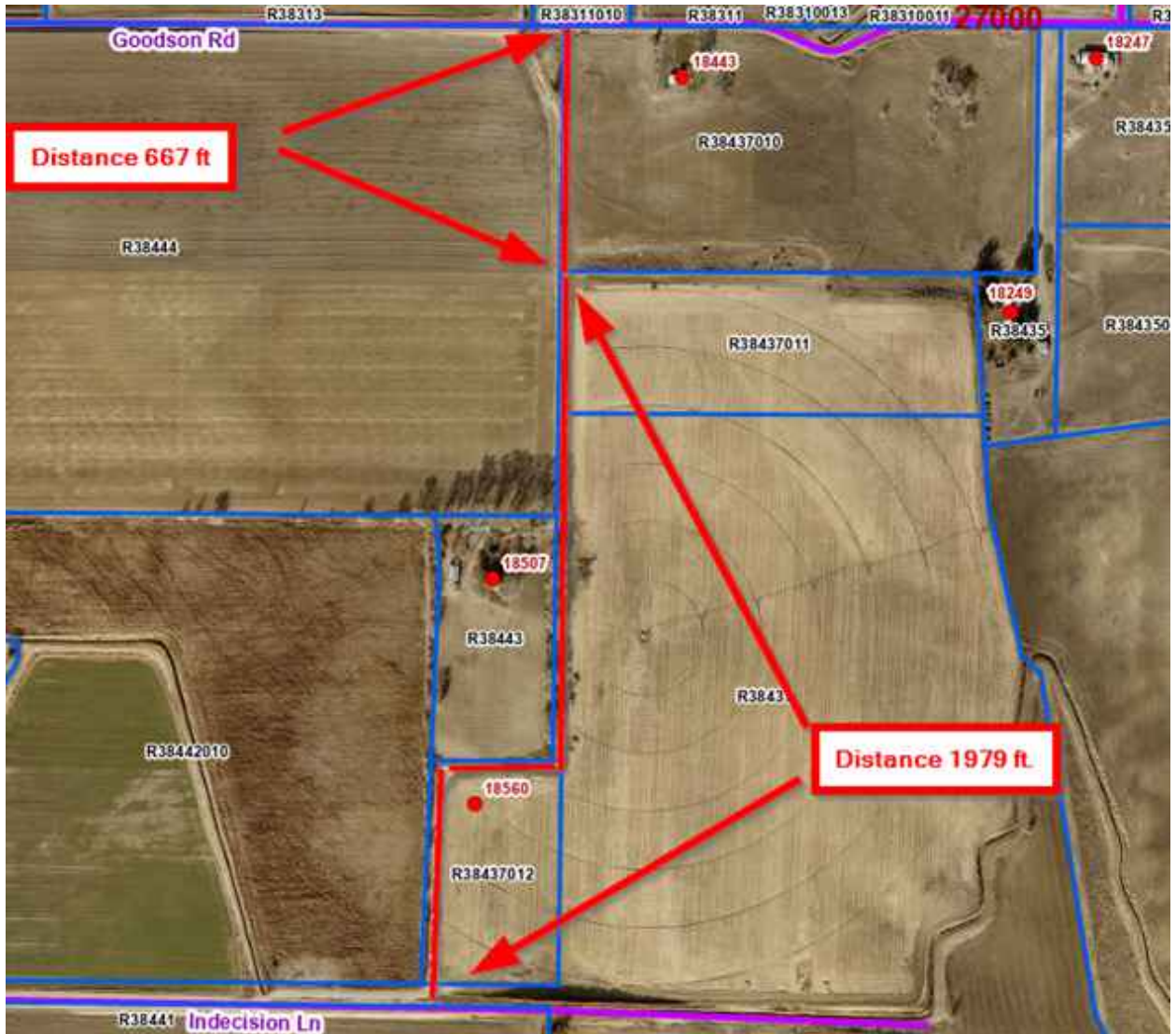
Destiny Platt Small Air Photo 1 Mile



Destiny Platt Small Vicinity Map



AD2021-0060-MOD-APL site map with distances





APPEAL OF DECISION APPLICATION

APPELLANT	NAME: <u>Destiny Platt</u>	
	MAILING ADDRESS: <u>19114 Galloway Rd, Caldwell 83607</u>	
	PHONE: <u>208-571-2802</u>	EMAIL: <u>diesel.momma86@gmail.com</u>
Property owner: <input checked="" type="checkbox"/>	Other Appellant: <input type="checkbox"/>	
Signature: <u><i>[Signature]</i></u>		Date: <u>2-21-2024</u>

REPRESENTATIVE: IF DIFFERENT FROM THE APPELLANT	NAME: <u>Darin Taylor</u>	
	COMPANY NAME: <u>Subdivision Maker L.L.C.</u>	
	MAILING ADDRESS: <u>1434 New York St, Middleton, ID 83644</u>	
	PHONE: <u>208-899-9556</u>	EMAIL: <u>darin.taylor@subdivisionmaker.com</u>

SITE INFO	STREET ADDRESS: <u>N/A</u>
	PARCEL NUMBER: <u>R38437011</u>
	PARCEL SIZE: <u>10 acres</u>

CASE NUMBER OF REQUESTED APPEAL:	<u>AD2021-0060 (MOD)</u>
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FOR DSD STAFF COMPLETION ONLY:

CASE NUMBER	<u>AD2021-0060-APL</u>	DATE RECEIVED:	<u>2/21/24</u>
RECEIVED BY:	<u>Emily Kiester</u>	APPLICATION FEE:	<u>600</u> CK CC CASH

SCANNED



RECEIVED
FEB 21 2024

BY: _____

APPEAL OF DECISION CHECKLIST

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

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

Description	Applicant	Staff
Master Application completed and signed	✓	
Letter of Intent/Statement of Reason	✓	
Fee: \$600.00	✓	
Fees are non-refundable		

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

February 21, 2024

Destiny Platt
19114 Galloway Rd
Caldwell, ID 83607

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

RE: Letter of Intent to Appeal Denial AD2023-0060 (MOD)

Dear Board of Commissioners,

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

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

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

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

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

In addition:

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

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

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

Sincerely,



Destiny Platt



United States Department of the Interior

BUREAU OF RECREATION
FEDERAL BUREAU OF SURVEY
DEPARTMENT OF THE INTERIOR
WASHINGTON, D. C. 20540

APR 7 1978

420
774.

JUN 8 1978

Handwritten notes and stamps in a grid format, including the number '100' and a circled 'B'.

Memorandum

To: Project Superintendent
Attn: 400

From: Regional Supervisor of Water, Power and Lands,
Boise, Idaho

Subject: Right-of-Way Easement for Canyon County Road,
Boise Project - Payette Division

Handwritten notes and stamps on the right side of the page.

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

Neil Stegman

Enclosure

CHIEF DEPUTY
RICHARD L. HARRIS

DEPUTIES
ROBERT J. ELGEE
DENNIS E. GOFF
STEPHEN W. DRESCHER
WILLIAM B. DILLON III

JAMES C. MORFITT
CANYON COUNTY PROSECUTING ATTORNEY

COURTHOUSE
P. O. BOX 668
CALDWELL, IDAHO 83605

TELEPHONE
AREA CODE 208
484-0442

June 21, 1978

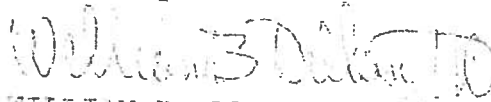
Board of Commissioners
Canyon County Courthouse
Caldwell, ID 83605

Re: Road Right of Way Easement Contract

Gentlemen:

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

Sincerely,



WILLIAM B. DILLON
Deputy Prosecuting Attorney

WBD/jw

United States
Department of the Interior
BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGIONAL OFFICE
Central Snake Projects Office
Boise Project - Payette Division

(Project or office)

RECORD OF EXECUTION OF CONTRACT

Contractor..... Canyon County, State of Idaho
Contract No..... 8-07-10-L0194..... Date of contract..... June 22, 1978
Estimated amount involved \$..... None.....
Purpose..... Right of way easement

Remarks:

Place..... Boise, Idaho..... Date..... June 27, 1978

1. Contract transmitted to Field Solicitor for legal approval.

J. J. J. J.

Neil S. ... Regional Supervisor of
Water, Power & Lands
(Title)

Place..... Boise, Idaho..... Date..... June 27, 1978

2. Contract given legal approval.

Robert S. ...
Field Solicitor

3. Contract executed and transmitted to the following:

~~Original~~ contract - RO files

~~Original~~ original to contractor

Copy to: Project Superintendent, Boise, Idaho
RO 426

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Central Snake Projects Office
Boise Project - Payette Division

ROAD RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made this 7th day of June, 1978, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Federal Reclamation Laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this agreement, hereinafter called the Contracting Officer, and CANYON COUNTY, STATE OF IDAHO, a body politic, hereinafter called the County, acting by and through its Board of County Commissioners, hereinafter styled the Board,

WITNESSETH, THAT:

2. WHEREAS, in connection with the Payette Division of the Boise Project, Idaho, the United States, through the Bureau of Reclamation, Department of the Interior, has, pursuant to Federal Reclamation Laws, withdrawn certain public lands in connection with the aforementioned Project; and

3. WHEREAS, the County desires to utilize portions of such land for the purpose of constructing and maintaining a County road upon the premises.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:

4. The United States hereby grants to the County, subject to the terms and conditions of this agreement, an easement to construct, operate and maintain a county road upon the property of the United States described as the west 25 feet of the ~~WARRANTED~~ of Section 24, Township 5 north, Range 4 west, Boise meridian, Canyon County, Idaho, as shown on the attached plat marked Exhibit "A" and by this reference made a part hereof.

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

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

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

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

7. The County agrees as follows:

a. There is reserved to the United States, its successors and assigns, the prior right to use any of the right-of-way herein described to construct, operate and maintain all structures and facilities, including but not limited to canals, wasteways, laterals, ditches, roadways, electrical transmission lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

b. That if the construction of any or all of such structures and facilities across, over or upon said right-of-way should be made more expensive by reason of the existence of improvements or works of the County thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within 30 days after demand is made upon the County for payment of any such sums, the County will make payment thereof to the United States or any of its successors or assigns constructing such structures and facilities across, over and upon said lands. As an alternative to payment, the County at its sole cost and expense and within time limits established by the Government, may remove or adapt facilities constructed and operated by it on said right-of-way to accommodate the aforementioned structures and facilities of the United States. The County shall bear the cost to the Government of any costs occasioned by the failure of the County to remove or adapt its facilities within the time limits specified.

c. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said right-of-way for the purpose of exercising, enforcing and protecting the rights reserved herein.

d. That the United States, its officers, agents and employees and its successors and assigns, shall not be held liable for any damage to the County's improvements or works by reason of the

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

8. The County hereby agrees to indemnify and hold harmless the United States, its agents and employees, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the County's activities under this agreement.

9. The County will use, operate and maintain the land covered by this easement in such a manner as not to interfere with the operation and maintenance of the Boise Project, Payette Division; or with the administration of adjacent land owned by the United States.

10. The County shall reseed and establish grass on the road cuts where erosion may occur. These areas will be determined by the Contracting Officer.

11. The provisions of this easement shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this easement or any part or interest therein shall be valid until approved by the Contracting Officer.

12. This easement shall terminate:

a. At the option of the Contracting Officer if the County fails to comply with any of the terms and conditions thereof.

b. At the option of the Contracting Officer upon discontinuance by the County of the use of the land covered by this easement for the purposes herein stated for a period of twelve (12) consecutive months.

c. At the request by the County by giving written notice to the Contracting Officer.

13. The County hereby agrees as follows:

a. To comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 241) which provides that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance," and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR 17.

b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

14. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

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

THE UNITED STATES OF AMERICA

By *Robert M. ...*
Regional Director, III Region
Bureau of Reclamation
Box 043 - 550 West Fort Street
Boise, Idaho 83724

CANYON COUNTY, STATE OF IDAHO

By *Earl ...*
Chairman of the Board of
County Commissioners

RA
Commissioner

[Signature]
Commissioner

(SEAL)

Attest:

Bill C. ...
Clerk
Ruth E. ...
Deputy

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

BLACK CANYON IRRIGATION DISTRICT

By Robert D. Hill

Title Manager

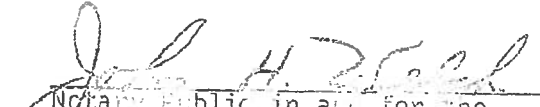
Attest:

Mary R. Kistner
Secretary of the Board

STATE OF IDAHO }
County of Ada } ss

On this 27th day of June, 1978, personally appeared before me Rodney J Vissia, to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



Notary Public in and for the
State of Idaho
Residing at: Boise
My commission expires: life
My Bond Expires June 10, 1979

(SEAL)

STATE OF IDAHO }
County County } ss

On this 22nd day of June, 1978, personally appeared before me Earl Giles, Bill Anderson, and Stan E. Pichev, to me known to be the members of the Board of Commissioners, Canyon County, Idaho, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said County for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

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


Notary Public in and for the
State of Idaho
Residing at: *Boise*
My commission expires: 8/20/79

(SEAL)

N 1/2 Sec 29 T 50 N R 40 W E. M.

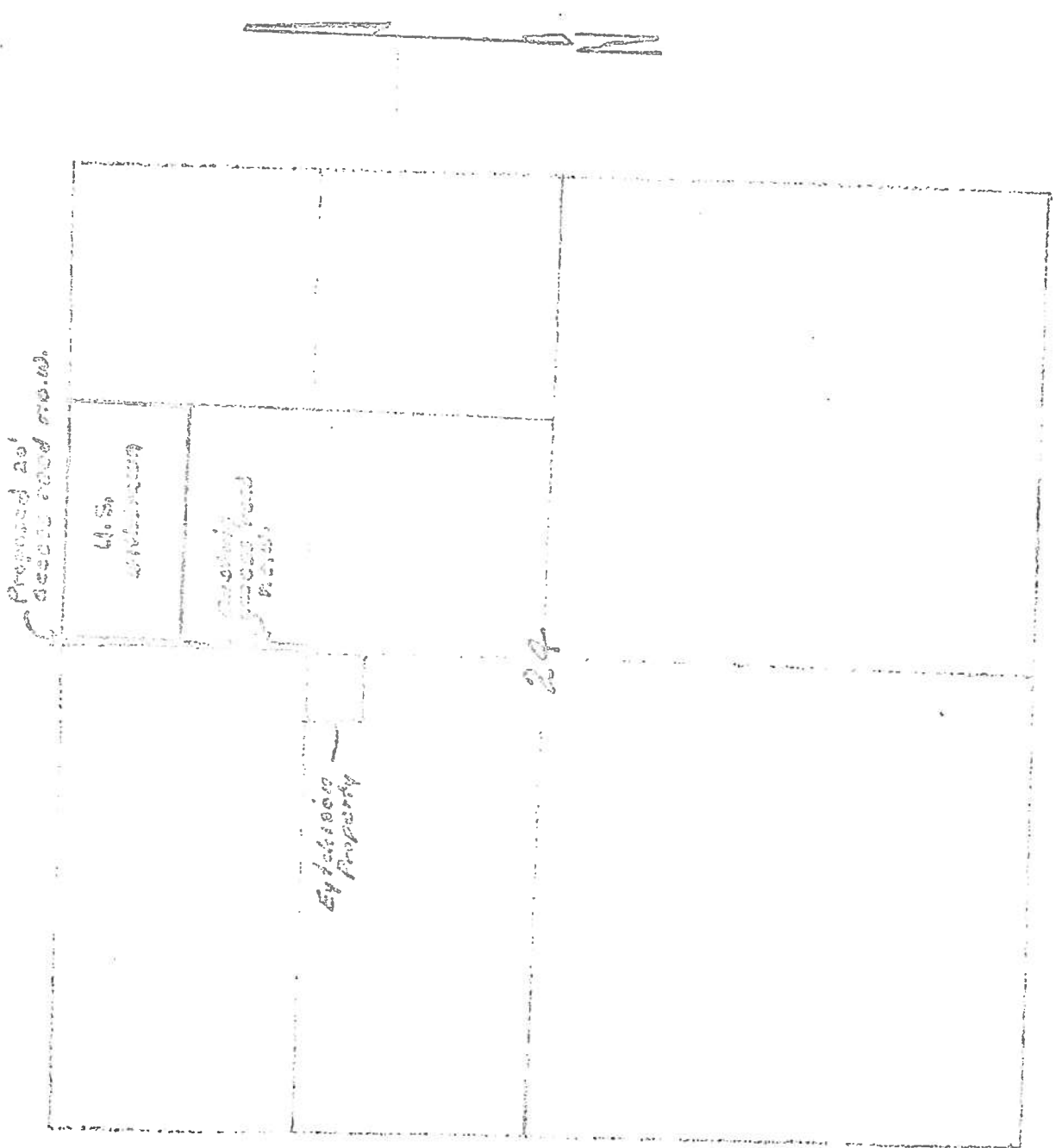


Exhibit "A"

2021-052157

RECORDED

07/26/2021 02:32 PM



00633419202100521570040044

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=4 MBROWN

\$16.00

AGR

THOMAS PAUL



**Canyon County
Recorder's Office
Document
Cover Sheet**



Received to [unclear] Exhibit A

PRIVATE ROAD MAINTENANCE AGREEMENT

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

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

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

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

In witness whereof, the parties have executed this agreement on this 20th day of July 2021.

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

Edward M. Goodson
Edward M. Goodson

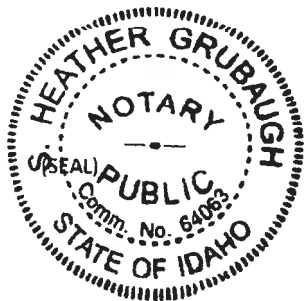
Joyce M. Goodson
Joyce M. Goodson

STATE OF IDAHO)
 :SS
County of Canyon)

2021-051180
RECORDED
07/21/2021 03:56 PM

32336202100511800010018
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=1 HCRETAL \$10.00
AGR
PAUL THOMAS

On this 20th day of July, 2021, before me, a Notary Public, personally appeared Edward M. Goodson and Joyce M. Goodson, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

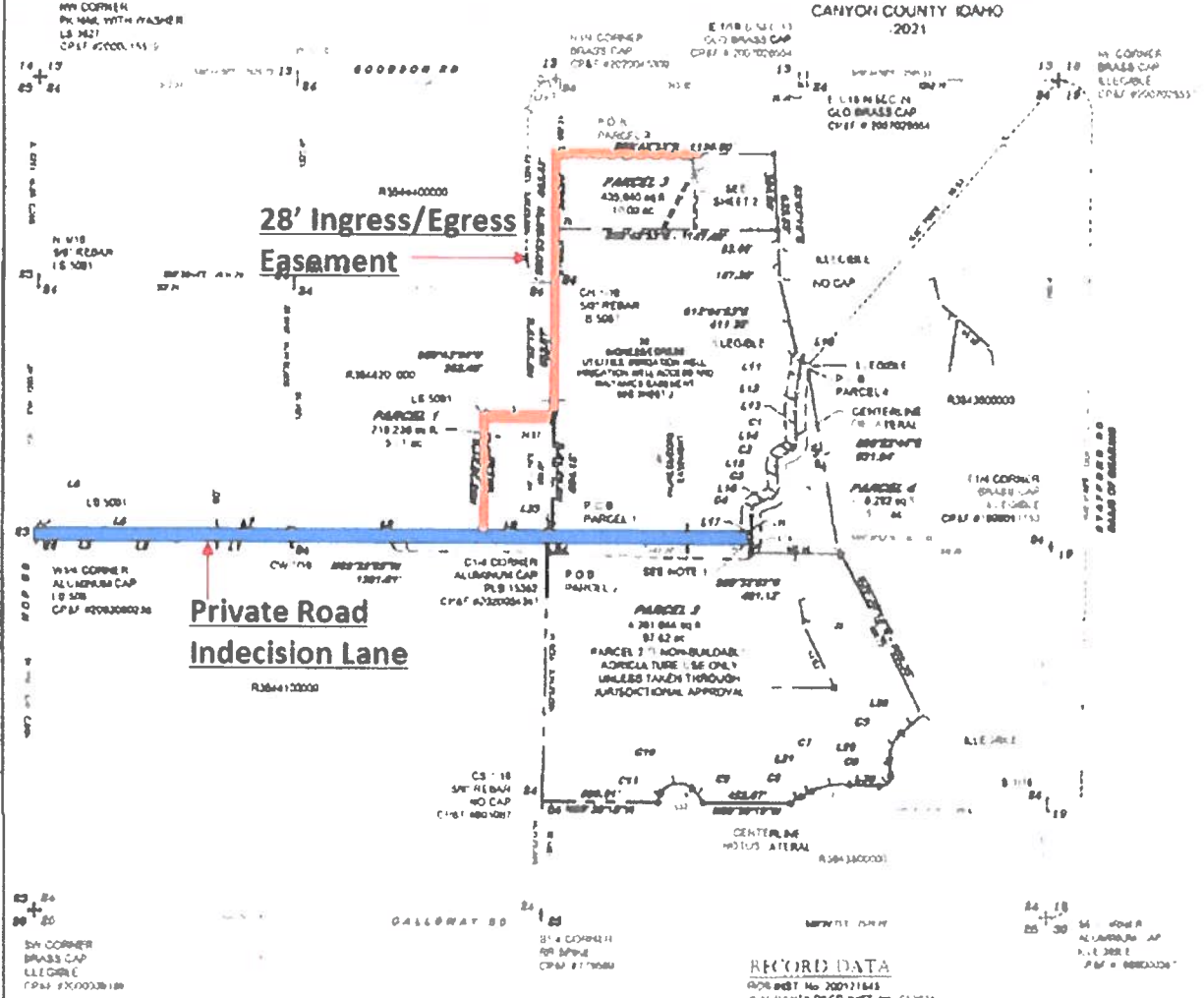


Heather Grubaugh
Notary Public for Idaho
My Commission Expires: 3/11/26

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

**RECORD OF SURVEY FOR
GOODSON FAMILY TRUST**

A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND THE EAST 1/2,
OF SECTION 24 TOWNSHIP 5 NORTH RANGE 4 WEST 8 M
CANYON COUNTY IDAHO
2021



28' Ingress/Egress Easement

Private Road Indecision Lane

CERTIFICATE
I, KENNETH M. COE, IDAHO SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAN REPRESENTS THE LANDS SHOWN ABOVE HEREON AS:
1. THE LANDS SHOWN ABOVE HEREON AS:
2. THE LANDS SHOWN ABOVE HEREON AS:
3. THE MONUMENT OCCUPY THE POSITION OF ORIGINALITY AND IS ACT IN STATE OF IDAHO.

NOTES
A CROSSING AGREEMENT FOR THE DR. ATERIAL MUST BE ESTABLISHED BEFORE THIS PERMIT IS APPROVED.

RECORD DATA
JOB SHEET No. 20211843
WARRANTY DEED SHEET No. 011824
JUDGMENT IN ST. No. 2021-0060 BOOK 30 PAGE 314 AND 315

NARRATIVE
THIS SURVEY WAS MADE AT THE REQUEST OF MALCOLM THOMAS TO ESTABLISH THE BOUNDARY AS SHOWN BOUNDARY WAS DERIVED FROM FOUND MONUMENTS OF RECORD.



Pioneer Title Co.
GOING BEYOND

610 S. Kimball Avenue
Caldwell, ID 83605

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

File No. 781293 TK/SM

WARRANTY DEED

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

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

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

hereinafter referred to as Grantee, whose current address is 19114 Galloway Rd Caldwell, ID 83607

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

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

Dated: August 11, 2021

The Goodson Family Trust dated March 20, 2001

By: Edward M. Goodson
Edward M. Goodson, Trustee

By: Joyce Mahala Goodson
Joyce Mahala Goodson, Trustee

State of Idaho, County of Canyon

This record was acknowledged before me on 8-17-2021 by Edward M. Goodson and Joyce Mahala Goodson, Trustees of the Goodson Family Trust dated March 20, 2001

Tammy Kratzberg
Signature of notary public
Commission Expires: 2/3/2022

TAMMY KRATZBERG
COMMISSION #18555
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT A

Parcel 3

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

BASIS OF BEARING:

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

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

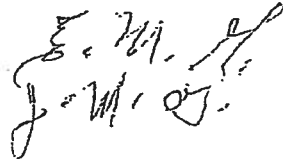
thence leaving said West line, South 89°42'33" East, a distance of 1,120.50 feet;

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

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

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

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



Handwritten signatures of E. M. H. and J. W. O.

**LEGAL DESCRIPTION FOR
GOODSON FAMILY TRUST
PARCEL 3**

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

BASIS OF BEARING:

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

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

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

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

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

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

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

END OF DESCRIPTION.

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



From: Carl Hayes <carl@blackcanyonirrigation.com>
To: Cassie Lamb <clamb@canyonco.org>
Sent Date: Jun 28, 2021 12:37:48
Subject: RE: AD2021-0060 Edward Goodson
Attachment: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

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

From: Cassie Lamb <clamb@canyonco.org>
Sent: Thursday, June 24, 2021 9:40 AM
To: Carl Hayes <carl@blackcanyonirrigation.com>
Subject: RE: AD2021-0060 Edward Goodson

Carl,

The ROW is coming off of Goodson.

Thanks,

Cassie Lamb

Planner I

Canyon County Development Services

111 North 11th Avenue, Suite 140

Caldwell, Idaho 83605

NOTUS PARMA HIGHWAY DISTRICT NO. 2

February 1, 2024

Destiny Platt
19114 Galloway Road
Caldwell, ID 83607

Re: Destiny Platt Easement/Access BOR Right of Way

Dear Ms. Platt,

You requested that the Notus-Parma Highway District review the documents provided concerning the Goodson Road Easement matter and whether the Highway District could assume the rights in an easement document which were granted to Canyon County by the Bureau of Reclamation in 1978.

There is a letter to Destiny Platt, dated December 8, 2023, which states that Canyon County does not object to a transfer of its easement rights to the Highway District as long as it assumes maintenance responsibilities thereto as a non-private party.

It is the opinion of our legal counsel that Canyon County does not have any legal basis to transfer its rights without the permission of the Bureau of Reclamation. The following documents were reviewed relating to this issue:

- Parcel Exhibit.
- Easement Agreement, Bureau of Reclamation and Canyon County, dated June 22, 1978 (“Easement Agreement”).
- Letter from Canyon County Prosecuting Attorney, dated June 21, 1978.
- Letter from Canyon County Board of Commissioners, dated December 8, 2023.
- General map/survey of area.

Provision 11 of the Easement Agreement states that: [N]o assignment or transfer of this easement or any part or interest therein shall be valid until approved by the Contracting Officer.



106 S 4th Street
P.O. Box 719
Parma, ID 83660

PHONE 208-722-5343
FAX 208-722-5896
EMAIL lynntroxel@nphd.net
WEBSITE www.nphd.net

The Easement Agreement defines the Contracting Officer as the party representing the United States of America. Because this statement is retainer of rights of assignment in the Bureau of Reclamation, it would be necessary for Canyon County to go back to the BOR to receive permission to assign these rights to you before the District can act. This would fall onto you or Canyon County to make this arrangement.

Therefore, with due consideration, it is our opinion that the Highway District has no authority or rights over the aforementioned easement until it is presented with an assignment of rights executed by the Bureau of Reclamation.

Regards,



Lynn Troxel
Director of Highways

cc: Board of Commissioners



106 S 4th Street
P.O. Box 719
Parma, ID 83660

PHONE 208-722-5343
FAX 208-722-5896
EMAIL lynntroxel@nphd.net
WEBSITE www.nphd.net

Subdivision Maker LLC

1434 New York Street, Middleton, Idaho 83644

208-899-9556

darin.taylor@subdivisionmaker.com

April 25, 2024

Canyon County Board of Commissioners
1115 Albany Street
Caldwell, Idaho 83605

Re: Appeal, Canyon County Case No. AD2021-0060- APL
Application to Modify Canyon County Administrative Decision, Case No. AD2021-0060-MOD

Dear Board of Commissioners:

The landowner Applicant hired me to represent them in this appeal. The landowner applied to amend Administrative Decision Case No. AD2021-0060 to reflect applicant's access from Goodson Road and across the Road Right-of-Way Easement to the Applicant's property, a total of about 660 feet, rather than from Hop Road and across Indecision Lane to the applicant's property, a total of about 4,500 feet to the same point, for safety, convenience, and significantly less cost. Canyon County denied the application, and the Applicant appealed.

I have been working in Canyon County, Idaho since 1997 in real estate, as a Canyon County planner in the Development Services Department, as chairman of Highway District 4 (formerly known as Canyon Highway District No. 4), in Middleton as chairman of the planning and zoning commission and subsequently as mayor, all the while assisting landowners with questions about property, land use, and local government. Despite my experience, I have never seen a Bureau of Reclamation contract with a county to construct, operate and maintain a county road.

That certain "ROAD RIGHT-OF-WAY EASEMENT" Contract No. 8-07-10-L0194 (**Agreement at Attachment A**) made June 22, 1978, the scope of which is the basis for this appeal, was deliberate. It means what it says and does not mean what it does not say. The Canyon County Prosecuting Attorney's letter dated June 21, 1978 (**Attachment B**), and the United States Department of Interior's Memorandum dated Jun 18, 1978 and Record of Executed Contract dated (respectively **Attachments C and D**), confirm it was well vetted and call it a road "right-of-way easement." Black Canyon Irrigation District (BCID) considered and approved the agreement on June 6, 1978 (Agreement at Page 5). BCID now requests the county to uphold the denial (BCID's April 17, 2024 letter without attachments at **Attachment E**), which request for denial is inconsistent with and prevented by BCID's prior approval of the Agreement.

Since 1978, Idaho statutory and case law have evolved, and today we tend to think of "right-of-way" and "easement" being different ... "right-of-way" being for public use and benefit, and "easement" being for either private or public use and benefit. One apt example, a public utility easement required by state and local laws to be part of every development, belongs to a private utility company for public benefit. In this

case, the Road Right-of-Way Easement belongs to Canyon County, a public entity holding public benefit, i.e. a "county road."

Agreement Paragraph 3 and, Paragraph 4 in pertinent part, state:

3. WHEREAS, the County desires to utilize portions of such land for the purpose of constructing and maintaining a County road upon the premises.
4. The United States hereby grants to the County, subject to the terms and conditions of this agreement, an easement to construct, operate and maintain a county road upon the property of the United States described as

The Road Right-of-way Easement is deliberately public, not private. It does not say that one or more private landowners are the grantee or beneficiary of the Road Right-of-way Easement.

Agreement Paragraph 5 says the County is to "operate" a County road. It does not say the County can close, limit, or restrict use of the County Road. It says, "The County *shall* use said premises for the purposes stated herein and *agrees* that in the use of said premises it shall conduct its operations in a good and workmanlike manner, and shall insure compliance with the laws of the State of Idaho, and with all laws, regulations and orders of the United States affecting such operations" (italics added for emphasis).

The County agreed to operate the Road Right-of-Way Easement. Failing to do so, exposes the County to court mandated specific performance. No-where in the agreement with the United States, is the County authorized to pick-and-choose which users it allows and which it prohibits. Adopting or engaging in the practice of selective allowance and prohibition of users of the Road Right-of-way Easement exposes the County to a finding against it for failing to follow United States laws, regulations, and orders. Selective policies and practices violate the equal protection clause of the United States Constitution and rules promulgated thereunder.

The County has argued the diagram attached to the Agreement as Exhibit A demonstrates the County road and Road Right-of-way Easement identify the one parcel of real property that the Agreement benefits, and use of the Road Right-of-Way Easement is limited to benefit only that parcel and its owners. This interpretation is inconsistent with the unambiguous plain language in Agreement Paragraphs 3, 4 and 5, and cannot be because the County road and Road Right-of-way Easement only burden the property of the United States, which is at least 330 feet from the parcel the County says is the sole beneficiary.

Neither the Agreement nor the Road Right-of-Way Easement have not been terminated, since none of the actions in Paragraph 12 of the Agreement have occurred.

The existing County road in the Road Right-of-way Easement is open to public use and governed by Idaho public road statutes in Title 40. Idaho Code 40-2312(1) states:


Where the *width* of a highway is stated in the plat, dedication, deed, *easement, agreement*, official road book, determination or other document or by an oral agreement supported by clear and convincing evidence that effectively *conveys, creates, recognizes* or modifies the highway or established *the width, that width shall control* (italics added for emphasis).

The Agreement in Paragraph 4 conveys and creates a 25-foot wide Road Right-of-Way Easement. Idaho Code 40-2312(1) states that width shall control. The County has argued its access easement width standards apply. They don't. The Road Right-of-Way Easement is public, not private, and provides for a county road, not a private road or driveway. There is not one word in the Agreement or Road Right-of-Way Easement about it being private or for private benefit.

This appeal follows the County's denial of the Applicant's request amend a County Administrative Decision so access to the Applicant's property for residential building permit purposes is from Goodson Road across the Road Right-of-Way Easement, a total of about 660 feet, rather than from Hop Road and across Indecision Lane, a total of about 4,500 feet to the same point. The Applicant provided letters of support from the applicable fire, ambulance and law enforcement agencies.

The County's continued denial of the Applicant's request could only be characterized as arbitrary and capricious. The Applicant requests that the Board reverse the Director's denial and approve the Applicant's request.

Sincerely,



Darin Taylor
Subdivision Maker, LLC

Copy: Sabrina Minshall, Director, Canyon County Development Services Department

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Central Snake Projects Office
Boise Project - Payette Division

ROAD RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made this 21st day of June, 1978, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Federal Reclamation Laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this agreement, hereinafter called the Contracting Officer, and CANYON COUNTY, STATE OF IDAHO, a body politic, hereinafter called the County, acting by and through its Board of County Commissioners, hereinafter styled the Board,

WITNESSETH, THAT:

2. WHEREAS, in connection with the Payette Division of the Boise Project, Idaho, the United States, through the Bureau of Reclamation, Department of the Interior, has, pursuant to Federal Reclamation Laws, withdrawn certain public lands in connection with the aforementioned Project; and

3. WHEREAS, the County desires to utilize portions of such land for the purpose of constructing and maintaining a County road upon the premises.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:

4. The United States hereby grants to the County, subject to the terms and conditions of this agreement, an easement to construct, operate and maintain a county road upon the property of the United States described as the west 25 feet of the ~~1/4~~ ^{1/2} of Section 24, Township 5 north, Range 4 west, Boise meridian, Canyon County, Idaho, as shown on the attached plat marked Exhibit "A" and by this reference made a part hereof.

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

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

EXHIBIT A

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

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

7. The County agrees as follows:

a. There is reserved to the United States, its successors and assigns, the prior right to use any of the right-of-way herein described to construct, operate and maintain all structures and facilities, including but not limited to canals, wasteways, laterals, ditches, roadways, electrical transmission lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

b. That if the construction of any or all of such structures and facilities across, over or upon said right-of-way should be made more expensive by reason of the existence of improvements or works of the County thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within 30 days after demand is made upon the County for payment of any such sums, the County will make payment thereof to the United States or any of its successors or assigns constructing such structures and facilities across, over and upon said lands. As an alternative to payment, the County at its sole cost and expense and within time limits established by the Government, may remove or adapt facilities constructed and operated by it on said right-of-way to accommodate the aforementioned structures and facilities of the United States. The County shall bear the cost to the Government of any costs occasioned by the failure of the County to remove or adapt its facilities within the time limits specified.

c. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said right-of-way for the purpose of exercising, enforcing and protecting the rights reserved herein.

d. That the United States, its officers, agents and employees and its successors and assigns, shall not be held liable for any damage to the County's improvements or works by reason of the

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

8. The County hereby agrees to indemnify and hold harmless the United States, its agents and employees, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the County's activities under this agreement.

9. The County will use, operate and maintain the land covered by this easement in such a manner as not to interfere with the operation and maintenance of the Boise Project, Payette Division; or with the administration of adjacent land owned by the United States.

10. The County shall reseed and establish grass on the road cuts where erosion may occur. These areas will be determined by the Contracting Officer.

11. The provisions of this easement shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this easement or any part or interest therein shall be valid until approved by the Contracting Officer.

12. This easement shall terminate:

a. At the option of the Contracting Officer if the County fails to comply with any of the terms and conditions thereof.

b. At the option of the Contracting Officer upon discontinuance by the County of the use of the land covered by this easement for the purposes herein stated for a period of twelve (12) consecutive months.

c. At the request by the County by giving written notice to the Contracting Officer.

13. The County hereby agrees as follows:

a. To comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 211) which provides that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance," and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR 17.

b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

4. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

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

THE UNITED STATES OF AMERICA

By *Richard M. ...*
Regional Director, III Region
Bureau of Reclamation
Box 043 - 550 West Fort Street
Boise, Idaho 83724

CANYON COUNTY, STATE OF IDAHO

By *Earl ...*
Chairman of the Board of
County Commissioners

RA
Commissioner

St. ...
Commissioner

(SEAL)

Attest:

B. P. C. ...
Clerk *Ruth E. ...*
deputy

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

BLACK CANYON IRRIGATION DISTRICT

By Robert P. Hill

Title Manager

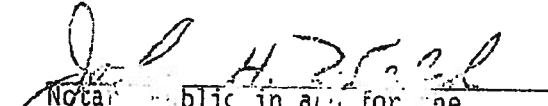
Attest:

Mary K. Hopkins
Secretary of the Board

STATE OF IDAHO }
County of Ada } ss

On this 27th day of June, 1978, personally appeared before me Rodney J. Vissia, to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

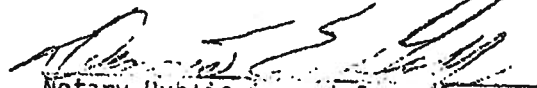

Notary Public in and for the
State of Idaho
Residing at: Boise
My commission expires: 4/1/80
My Bond Expires June 10, 1979

(SEAL)

STATE OF IDAHO }
County of Canyon } ss

On this 22nd day of June, 1978, personally appeared before me Earl Giles, Bill Anderson, and Stan E. Pichev, to me known to be the members of the Board of Commissioners, Canyon County, Idaho, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said County for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

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


Notary Public in and for the
State of Idaho
Residing at: [unclear]
My commission expires: 8/20/79

(SEAL)

Map of the property of the State of Texas

Proposed lot
Section 1 and 2

Block

City of Austin

Exhibitor's
Property

24

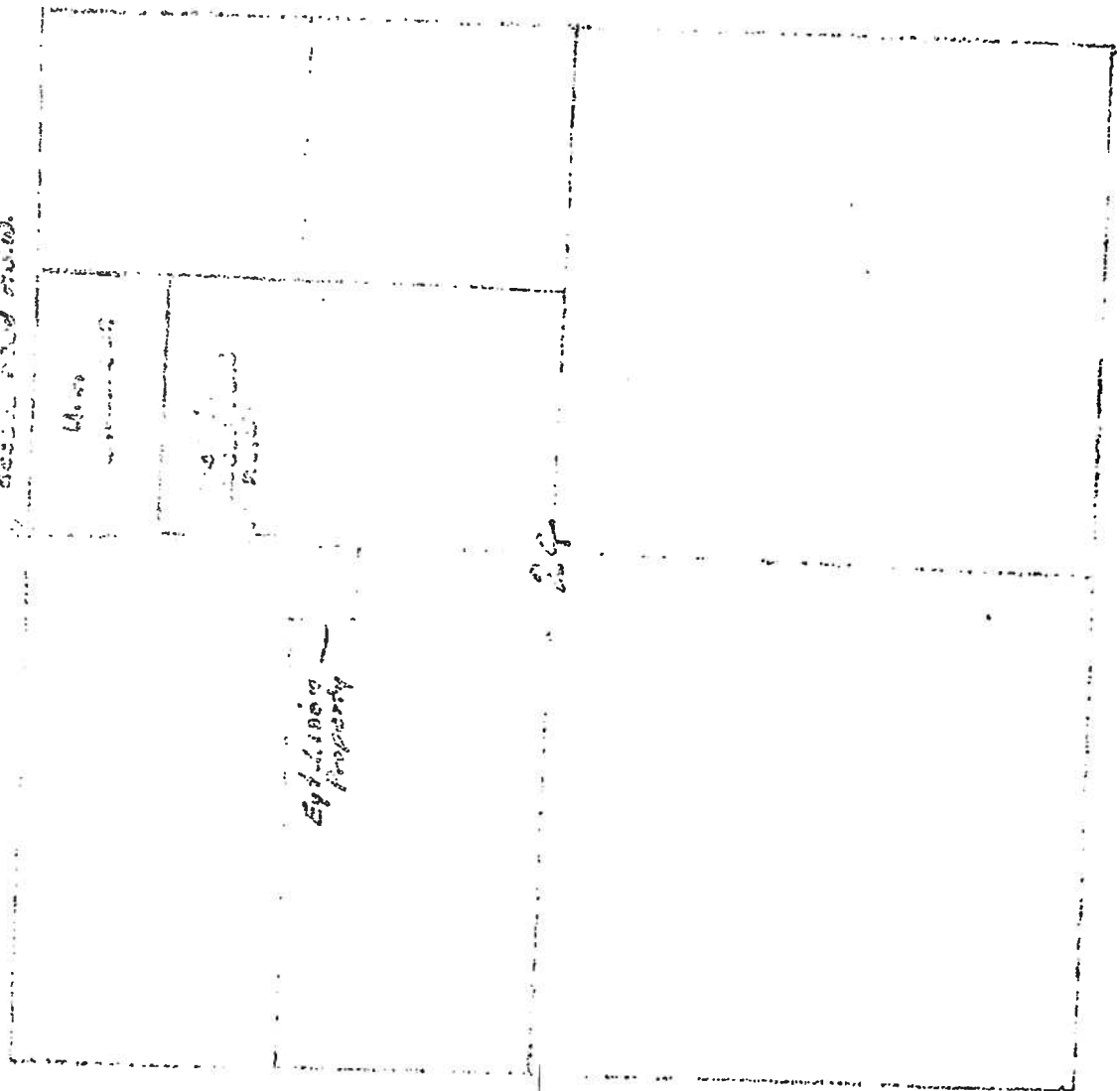


Exhibit "A"

CHIEF DEPUTY
RICHARD L. HARRIS

DEPUTIES
ROBERT J. ELGEE
DENNIS E. GOFF
STEPHEN W. DRESCHER
WILLIAM B. DILLON III

JAMES C. MORRITT
CANYON COUNTY PROSECUTING ATTORNEY

COURTHOUSE
P. O. BOX 669
CALDWELL, IDAHO 83605
TELEPHONE
AREA CODE 208
454-0442

June 21, 1978


Board of Commissioners
Canyon County Courthouse
Caldwell, ID 83605

Re: Road Right of Way Easement Contract

Gentlemen:

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

Sincerely,


WILLIAM B. DILLON
Deputy Prosecuting Attorney

WBD/jw

EXHIBIT B

United States Department of the Interior



420

774.

100 B
1/17

SEP 11 1978

Memorandum

To: Project Superintendent
Attn: 400

From: Regional Supervisor of Water, Power and Lands,
Boise, Idaho

Subject: Right-of-Way Easement for Canyon County Road,
Boise Project - Payette Division

Enclosed are two copies of the agreement providing Canyon County an easement for a county road. The agreement has been assigned the contract number 8-07-10-L019. The County's copy was hand carried to the county courthouse for recording by Mrs. Josephson of Western Realty. There was only one copy signed by the County. It is on file in the Canyon County Courthouse. A conformed copy has been retained in this office.

Neil Stinson

Enclosure

EXHIBIT C

United States
Department of the Interior
BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGIONAL OFFICE
Central Snake Projects Office
Boise Project - Payette Division

(Project or office)

RECORD OF EXECUTION OF CONTRACT

Contractor Canyon County, State of Idaho
Contract No. 8-07-10-10194 Date of contract June 22, 1978
Estimated amount involved \$ None
Purpose right of way easement
Remarks:

Place Boise, Idaho Date June 27, 1978

1. Contract transmitted to Field Solicitor for legal approval.

J. J. J.

Neil S. Regional Supervisor of
Water, Power & Lands
(Title)

Place Boise, Idaho Date June 27, 1978

2. Contract given legal approval.

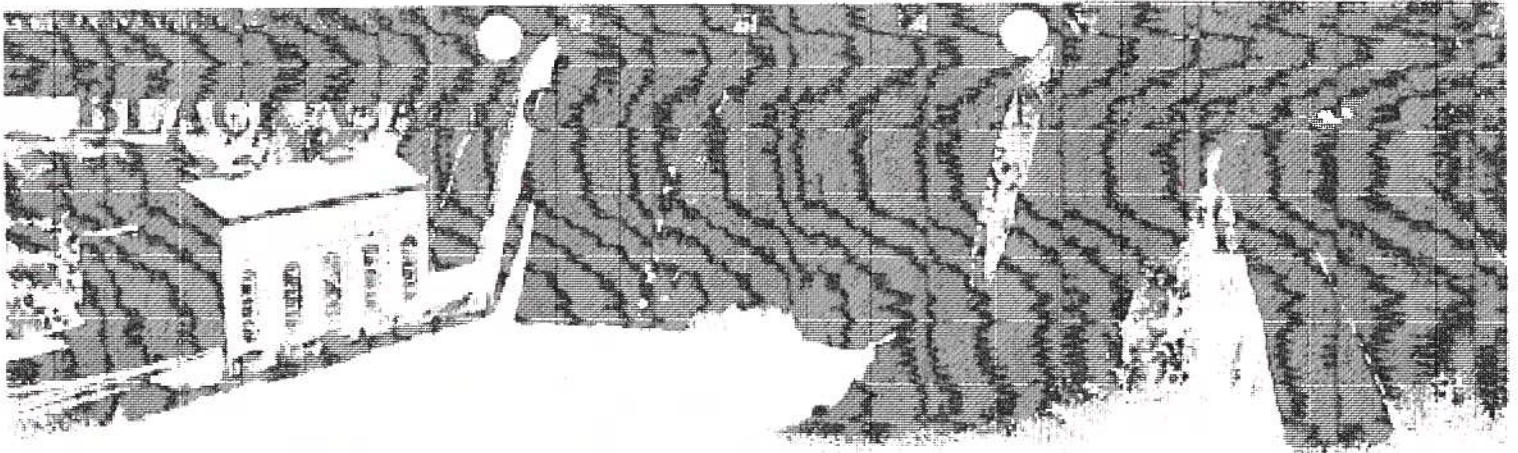
Paul S. Burt

Field Solicitor

3. Contract executed and transmitted to the following:

~~Contract~~ contract - RO files
original to contractor
Copy to: Project Superintendent, Boise, Idaho
RO 426

EXHIBIT D



April 17, 2024

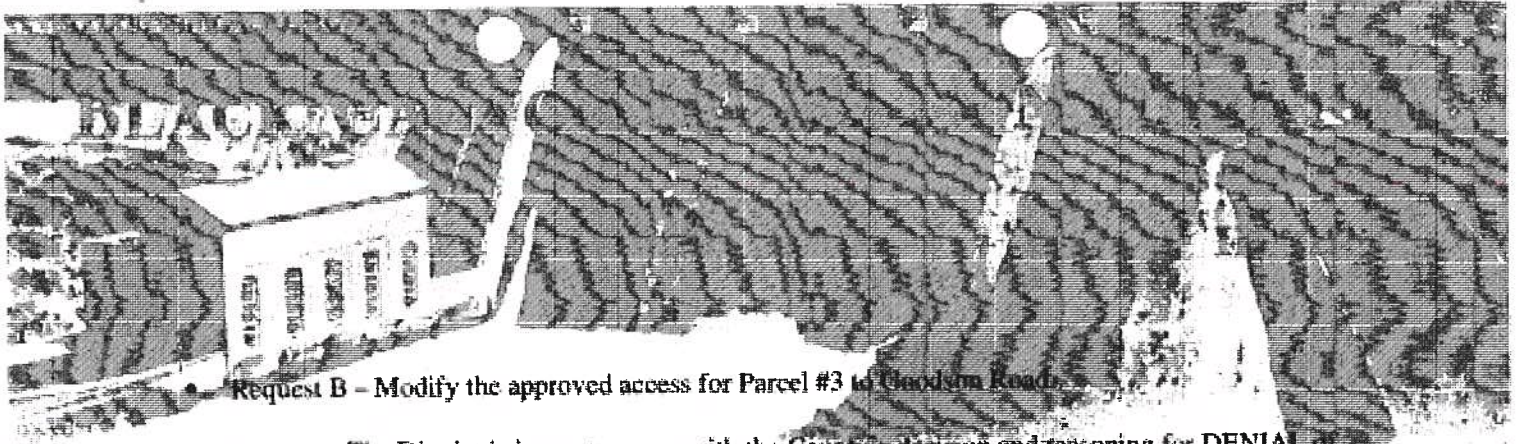
Canyon County Development Services Department
111 North 11th Ave. Suite 310
Caldwell, ID 83605
(208) 454-7458

RE: Appeal Director's Decision to Deny Modifications to the Conditions for Approval
Case No.: AD2021-0060 APL [AD2023-0060 MOD]
Applicant: Destiny Platt represented by Darin Taylor
Planner: Sabrina Minshall

Parcel R38437011 is located south of Goodson Road and east of Hop Road. Access for the parcel currently occurs from Hop Road, then east onto Indecision Lane (private) in unincorporated Canyon County, Idaho.

The District is requesting that the Director uphold their DENIAL AD2021-0060 (MOD) for both Request A and Request B and REJECT the current appeal.

- Request A – Removal/modification of Condition #7 requiring a crossing permit from Black Canyon Irrigation District prior to issuance of building permit.
 - A Use Agreement was fully executed on February 7, 2024 between the Bureau of Reclamation, Black Canyon Irrigation District, and the Land Owner, to cross the existing irrigation infrastructure on Indecision Lane for the three administratively split residential parcels. The location of the crossings were identified in this agreement and plans for improvements have been attached to this agreement. Two of the three crossing improvements have been installed. A copy of this agreement is provided for reference.
 - It is the District's assumption that the applicant was trying to subvert requirements from the District with this modification to access these parcels without providing the required improvements prior to executing the Use Agreement.
 - Condition #7 should remain unchanged in case future concerns arise with the applicant trying to subvert the intention of the administrative split requirements. Condition #7 does not currently appear to be restricting the applicant for building on Parcel #1 or Parcel #3.
 - Parcel #4 is still required to install improvements, however these improvements are now governed by the signed Use Agreement which satisfied Condition #7. The applicant will be required to construct a crossing to access this parcel as shown in the approved plans attached to the Use Agreement.



Request B - Modify the approved access for Parcel #3 to Goodson Road.

- o The District is in concurrence with the County's decision and reasoning for DENIAL of this change. Road right of way has never been used or maintained to the knowledge of District staff.
- o The current USBR 1978 agreement provides easement for the County to construct operate and maintain a County roadway (Item #4.) The District has not heard any support from the County or Highway District to create a roadway as required in the agreement.

Thank You,

Donald Popoff

Donald Popoff P.E.
District Engineer
Black Canyon Irrigation District

CC: Carl Hayes - District Manager
Tyler Chamberlain - District Assistance Manager

Attachments: BCID SUB23-15 Goodson Property - License Agreement (BOR)

Case No. AD2021-0060 APL [AD2023-0060 MOD]

Notice of Appeal Intent

April 24, 2024


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

I am writing this letter in order to have the opportunity to clarify my request of appeal to the Canyon County Board of Commissioners prior to the public hearing. In regards to the public notice that was sent out it states that I am requesting:

1. To remove condition no. 7 on the administrative decision regarding the crossing agreement. Please note, I have never made that request. In my amendment application I did request to modify some wording in regards to the crossing agreement. However, this request was addressed and resolved with the assistance of the Bureau of Reclamation prior to my amendment request application being denied. Therefore I am not appealing this item. Please note a crossing agreement is in place.
2. In regards to the access for Parcel 3. I am requesting the County recognize the already established legal access that has been in use for over 50 years for both residential and agricultural purposes and issue a building permit with an access off of Goodson Rd.

I felt it worth noting this clarification so as to utilize the County's resources and time as efficiently as possible. I do not wish for the Board or legal teams to spend their time reviewing unnecessary documentation that has been submitted regarding information that does not pertain to this appeal, i.e. crossing agreement evidence.

I appreciate you taking the time to address my appeal request and the specified clarifications regarding my reason for appeal. I look forward to the upcoming public hearing on May 14th.

Sincerely,

Destiny Platt



CANYON COUNTY SHERIFF

Kieran Donahue
Sheriff

Douglas S. Hart
Chief Deputy

February 23, 2024

To Whom it may concern:

Regarding the property at parcel #R38437011, Destiny Platt, I have looked at the two different points for access. The first being off of Indecision Lane. This is a long dirt lane with two culverts to cross. One of the culverts is a narrow s-turn. Then you drive passed two other houses before you would get to the Platt property. The second access I looked at is off of Goodson Road. This is a more direct access to the property and once properly marked at the road with the address, I feel would be a better option than Indecision Lane.

Accessing off of Goodson would be easier for patrol cars, firetrucks, and ambulances. This being said, the home owner would need to make a turnaround near their residence to allow fire trucks to turn around.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Lt. Brian Crawforth", with the number "5200" written below it.

Lt. Brian Crawforth

Canyon County Sheriff's Office



Caldwell Rural Fire Protection District

707 Notus Road

Notus ID 83656

208-402-1041

February 21, 2024

Destiny Platt

Email – diesel.momma86@gmail.com

Ms. Platt:

RE: R38437011

During times of emergency seconds really do matter. When we have the opportunity to use common roads for access to addresses, generally it allows for a more timely response to a 9-1-1 call.

Based on the information you provided to me at our meeting on February 16th, if you have legal access to Goodson Road, we strongly support the idea of your property being addressed and accessed off Goodson Road. This addressing and the mapping you provided shows this to be the most direct route for emergency vehicles.

If you have any questions or need additional information, please feel free to contact me.

Respectfully submitted,

Mark W Wendelsdorf

Mark W. Wendelsdorf

Caldwell Rural Fire Protection District

mwendelsdorf@outlook.com



Canyon County Ambulance District

Michael D. Stowell, Chief
MStowell@ccparamedics.com
208-795-6920

To: Destiny Platt
Date: March 9, 2024

RE: R38437011

Ms. Platt:

Time is of the essence when emergencies occur. We generally prefer to use common roads for addresses in order to provide a more timely response to a 9-1-1 call.

Based on the information that you provided to me when we spoke on March 8, 2024, we strongly support the idea of your property being addressed and accessed off of Goodson Road. The addressing and the mapping that you provided to me shows this to be the most direct route for emergency vehicles.

Please contact me if you have any questions or need any additional information.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Michael D. Stowell".

Chief Michael D. Stowell
Canyon County Ambulance District

Canyon County Ambulance District

6116 Graye Lane • Caldwell, ID 83607 • (208) 795-6920 • Fax (208) 795-6921



Destiny Platt <diesel.momma86@gmail.com>

1978 Public Road Right of Way Agreement

Rodriguez, Maria G <MGRodriguez@usbr.gov>
To: Destiny Platt <diesel.momma86@gmail.com>
Cc: "Randall, Reece C" <rcrendall@usbr.gov>

Wed, Apr 17, 2024 at 3:18 PM

Hi Destiny,

Our records indicate Contact No. 8-07-10-L0194 (copy attached) between Canyon County and The United States of America, is an existing contract.

There is no record on file that a notice has been sent to Canyon County from BOR/United States of America to terminate the contract, nor has BOR/USA received a notice from Canyon County to terminate the contract in accordance with the following article in the agreement:

Article 12. This easement shall terminate:

- a. At the option of the Contracting Officer if the County fails to comply with any of the terms and conditions thereof
- b. At the option of the Contracting officer upon discontinuance stating they have failed to comply with the terms and conditions of the contract or for discontinuance of use of the land covered in the easement thereby revoking the agreement at this time.
- c. At the request by the County by giving written notice to the Contracting Officer.

I hope this answers your questions. Thanks.

Lupe Rodriguez
Supervisory Realty Specialist
Bureau of Reclamation
230 Collins Road
Boise, ID 83702
(208) 383-2221



— BUREAU OF —
RECLAMATION

From: Destiny Platt <diesel.momma86@gmail.com>
Sent: Wednesday, April 17, 2024 2:30 PM
To: Rodriguez, Maria G <MGRodriguez@usbr.gov>
Subject: [EXTERNAL] 1978 Public Road Right of Way Agreement

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.



17338 Sunnydale Place Caldwell, ID, 83607
 (208) 350 - 9422
 brentorton@ortonengineers.com

S & D Platt – Analysis and Letter of Support

2301JM-Thomas ~ Indecision Lane
 Canyon County, Idaho

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

22Apr2024

1115 Albany Street
 Caldwell, Idaho 83605

Regarding: Contractual Public Road: Connecting to Goodson Road, ½ Mile East of Hop Rd.

Dear Friends and Honorable Commissioners:

Thank you for your service to our community and for considering this case for Steve and Destiny Platt.

Orton Engineering was consulted to research the situation now a part of the case before you in the context of our experience with public entities, rights-of-way, etc. following nearly two decades of service in public works for the City of Caldwell.

While the subject situation is very interesting and unique, the facts are clear. We hope to provide a clear synopsis with a competent professional opinion in hopes to assist with the consideration at hand (thank you for allowing the opportunity for us to do so!).

Available Facts

On the 22nd of June 1978, the United States Bureau of Reclamation (USBOR) and Canyon County entered into a contract (Contract No. 8-07-10-L0194; Instrument 835184) in which the Bureau of Reclamation granted an “easement” also referred to in the contract as a “right-of-way” for the purpose of “...construct[ing], operat[ing], and maintain[ing] a county road...” (Contract No. 8-07-10-L0194 Pg 1, Section 4) visible in Figure 1. The contract specifically identifies the Eytchison property (sold to a new owner last year) in its Exhibit A (included below as Figure 2). It also references the then existing road across USBOR and road and right-of-way (“r.o.w”) across Goodson Family Trust Property (including the now Platt Property). This 20-foot easement across Goodson Family Trust Property was condemned against the (now) Goodson Family Trust Property, which at the time included the Platt property in June 1960.

We further presume an easement by prescription against the Goodson Family Trust property by continuous use over a duration longer than five years (prior to 1996 when Idaho Statute increased this “continuous and notorious use” period from five years to 20 years to establish an easement by prescription) from the end of the 1960 easement to the South end of the Eytchison Driveway.



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 brentorton@ortonengineers.com

S & D Platt - Analysis and Letter of Support

2301JM-Thomas ~ Indecision Lane
 Canyon County, Idaho

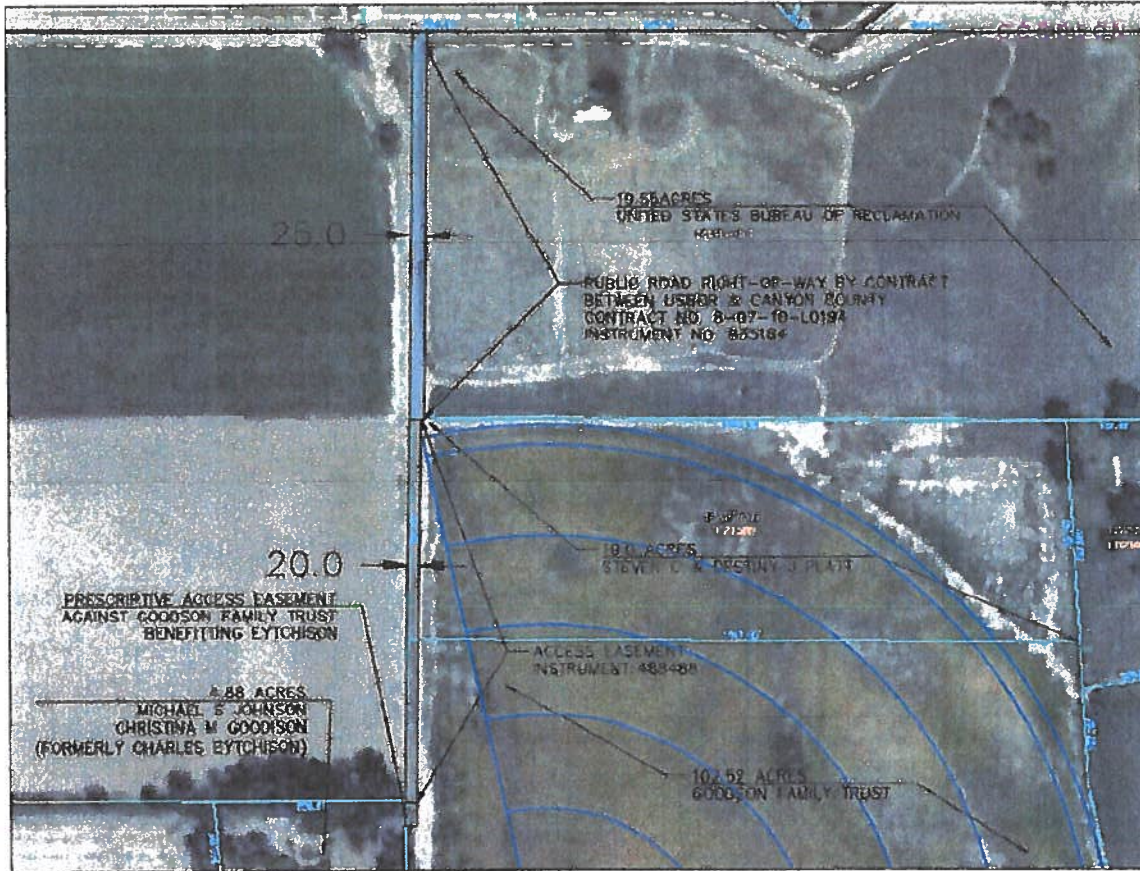


Figure 1 BOR Easement of Right-of-Way and Eytchison Easements Over Canyon County Assessor's Parcel Data.

The USBOR Contract makes reference to termination by 12 consecutive months of non-use (Section 12b). It also permits termination at the option of the USBOR Contracting Officer for violation of the terms (Section 12a), or at the request of Canyon County by giving written notice (Section 12c). Section 5 of the Agreement obligates the USBOR to provide notice of default prior to termination.

Consultation of the Platt's with USBOR indicates that the USBOR has not issued a notice of default regarding the easement or taken action to terminate the easement.

Analysis

1. While a first thought may be that this USBOR granted easement would have been conveyed to the Notus-Parma Highway District with the assignment of roadway stewardship from Canyon County, the District was formed much earlier in 1925.
2. In the absence of notice from or to the USBOR to default or terminate the easement, it must continue to exist.
3. A notion that it has suffered a period of non-use reaching or exceeding 12 consecutive months has not been exercised by the USBOR and is not in alignment with the consistent use of the easement by Eytchison and successors as well as members and agents of the Goodson Family Trust for continuous



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 brentorton@ortonengineers.com

S & D Platt - Analysis and Letter of Support

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 Canyon County, Idaho



N 1/2 NW 1/4 NE 1/4 Sec 24 T5N R4W 8.M.

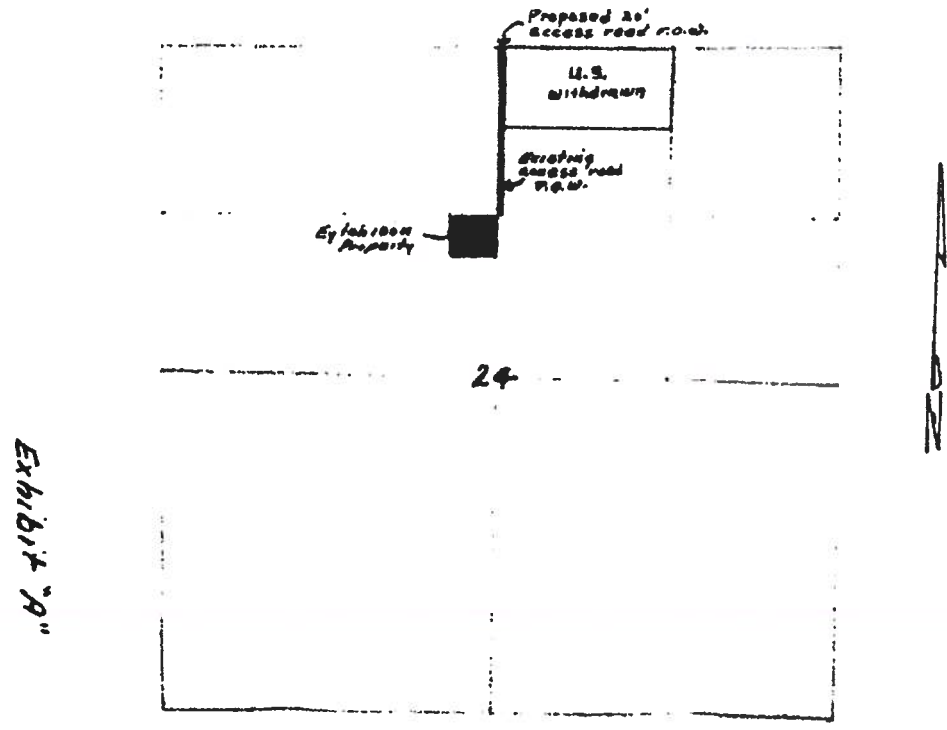


Figure 2 Exhibit A to USBOR Contract No. 8-07-10-L0194

- farming operations accessing irrigation works, the pivot pump (pivot owned by Provost Farms), and the farm ground itself.
4. We believe that the notion of a County owned public road has created concern for the County staff team. This is understandable since the County has long since delegated highway authority within the county to the four highway districts. However,
 - a. The terms of the agreement have been apparently satisfied by the use and maintenance of the roadway by Goodson Family Trust and Eytchison since the agreements execution since no notice of default has been provided to Canyon County.
 5. We presume that execution of the agreement with USBOR, was a kindly act by Canyon County to enable legal access - certainly to Eytchison since they are mentioned in the Exhibit A of the agreement and clearly to others since it was identified as a county (public) road and not in any way construed as an exclusive act for the benefit of Eytchison.



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S & D Platt - Analysis and Letter of Support

2301JM-Thomas ~ Indecision Lane
 Canyon County, Idaho

6. The USBOR Easement came into existence for a "county road." Such a road cannot be for the benefit of a sole individual and the USBOR agreement cannot be construed to create the easement of right-of-way for the benefit of a sole individual or sole entity.
7. The apparent beneficiaries of the USBOR Contracted county road have maintained it for nearly half a century such that it has continued to exist to the apparent satisfaction of the USBOR. It is reasonable to presume that these conditions will persist long into the future, perhaps perpetually.
8. In attempting to comply with current Canyon County Code 07-10-03, access to the Platt property from Goodson Road could be granted outright via access over the USBOR contracted county road. From the South end of the USBOR easement to the South extents of the Platt driveway (beyond the USBOR easement at the point where Eytchison and Platt cease to share access) would then need to feature the characteristics of a shared driveway required in 07-10-03 under Table 1 of that section (included below as Table 1).

Table 1 Canyon County Code 07-10-03 Table 1

	Subbase Or Ballast	Base Course	Pavement (ISPWC Class III Mix)	Surface Width
Driveways (serving a maximum of 2 inhabited buildings per definition in section 07-10-03 of this chapter)				
Existing driveways that add a second residence	n/a	4" thick 3/4" minus gravel base or equivalent recycled asphalt paving (RAP) graded and compacted	n/a	12' wide all-weather driving surface
New driveways built after January 19, 2005	If less than 150': n/a If 150' or longer: 9" of uncrushed aggregate (pit run)	4" thick 3/4" minus gravel base or equivalent recycled asphalt paving (RAP) graded and compacted	n/a	12' wide all-weather driving surface
Private roads (serving more than 2 permanent dwellings or inhabited buildings as defined in section 07-10-03 of this chapter)				
Private roads that are estimated to serve 100 ADT or less	n/a	4" thick 3/4" minus gravel base graded and compacted	n/a	20' wide all-weather driving surface
Private roads that are estimated to serve more than 100 ADT	9" of 6" uncrushed aggregate (pit run)	6" of 3/4" crushed aggregate (gravel)	2.5" thick	24' for local roads and 28' for collector roads ¹

9. While it is our belief that Canyon County, based on the facts above, has authority to permit access to the Platts, the Eytchison (Now Johnson/Goodison) property, and ordinary public access to public right-of-way, it is our understanding that Platt's in this proceeding (because the interpretation to date has not regarded the USBOR Contract Easement as a county road or right-of-way) are asking for relief of the width requirements for a private road or shared driveway serving two properties under from 28 feet to the available 25 feet that is part of the county road contract with USBOR (as if the contract were for an access easement only).
 - a. With such an interpretation, 07-10-03 (1) B 2 of County Code requires a 60 foot easement that may be *administratively* reduced to 28 feet for a shared driveway subject to findings that:
 - i. The road will provide adequate access;
 - ii. Physical Characteristics of the site require a width reduction;
 - iii. Approval of the request will not cause injury, damage, or a safety hazard.
 - b. It is our understanding that the Platt's are seeking three additional feet of relief from a 28' to a 25' easement width (as exists in the USBOR Easement). This is needed from the Board of Commissioners because it extends beyond administrative authority granted by Code to the Director and is therefore available only on approval by the Board of Commissioners.
 - c. Were the Board of Commissioners to determine to make these same findings in connection this request, we believe the following points of information may be helpful:



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(208) 350 - 9422
brentorton@ortonengineers.com

S & D Platt - Analysis and Letter of Support

2301JM-Thomas ~ Indecision Lane
Canyon County, Idaho

- i. Will the road provide adequate access?
 1. Mike Provost, Owner of Provost Farms, was consulted on the day of this writing. Mike indicates that this access was used exclusively to access the Goodson Family Trust Farm for both vehicles and equipment until an improved road was built to the South portion of the Farm on Indecision Lane within the last two years (just met certification requirements last year). Prior to Provost Farms tenancy, a previous tenant farmer continuously accessed the farm the same way and was also permitted to park farm equipment on the USBOR property outside of the road easement (visible in Figure 3)
 2. The road requirements associated with a private road require a 20 foot wide road section. For a shared driveway Code calls for a 12-foot-wide section. The road section here is close to 20 feet wide and fits within the UBBOR road easement.
 3. Having born this level of use and loading, the road is capable of providing adequate access.
- ii. Do physical characteristics of the site require a width reduction?
 1. The available easement under the County/USBOR Contract is the clear limitation to the physically available space for the road. The USBOR has indicated to Platts that the road is public and adequate as is.
 2. Because the space needed for additional easement that will not be used for the roadway is under the control of others, the physical characteristics of the site would require a width reduction if the USBOR easement is regarded as an access easement only and not a publicly accessible roadway.
- iii. Would an approval result in injury, damage, or a safety hazard?
 1. The position of the County/USBOR Contract Easement shows wisdom from a transportation planning standpoint because it is positioned at the half mile within the Public Land Survey System Section. Canyon County's host Seat City uses a half mile grid as part of the long-range transportation planning to ensure adequate traffic circulation for years to come. This is also an important intersection spacing for traffic progression in instances where signalization becomes necessary.
 2. Stopping sight distance is adequate for the design speed of Goodson Road.
 3. Decades of continual use for domestic and farm traffic have not shown damage, risk, or a safety hazard.
 4. We would comfortably assert that the situation and placement of this roadway is free from any increased risk of injury, damage, or safety hazard.



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S & D Platt – Analysis and Letter of Support

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Canyon County, Idaho

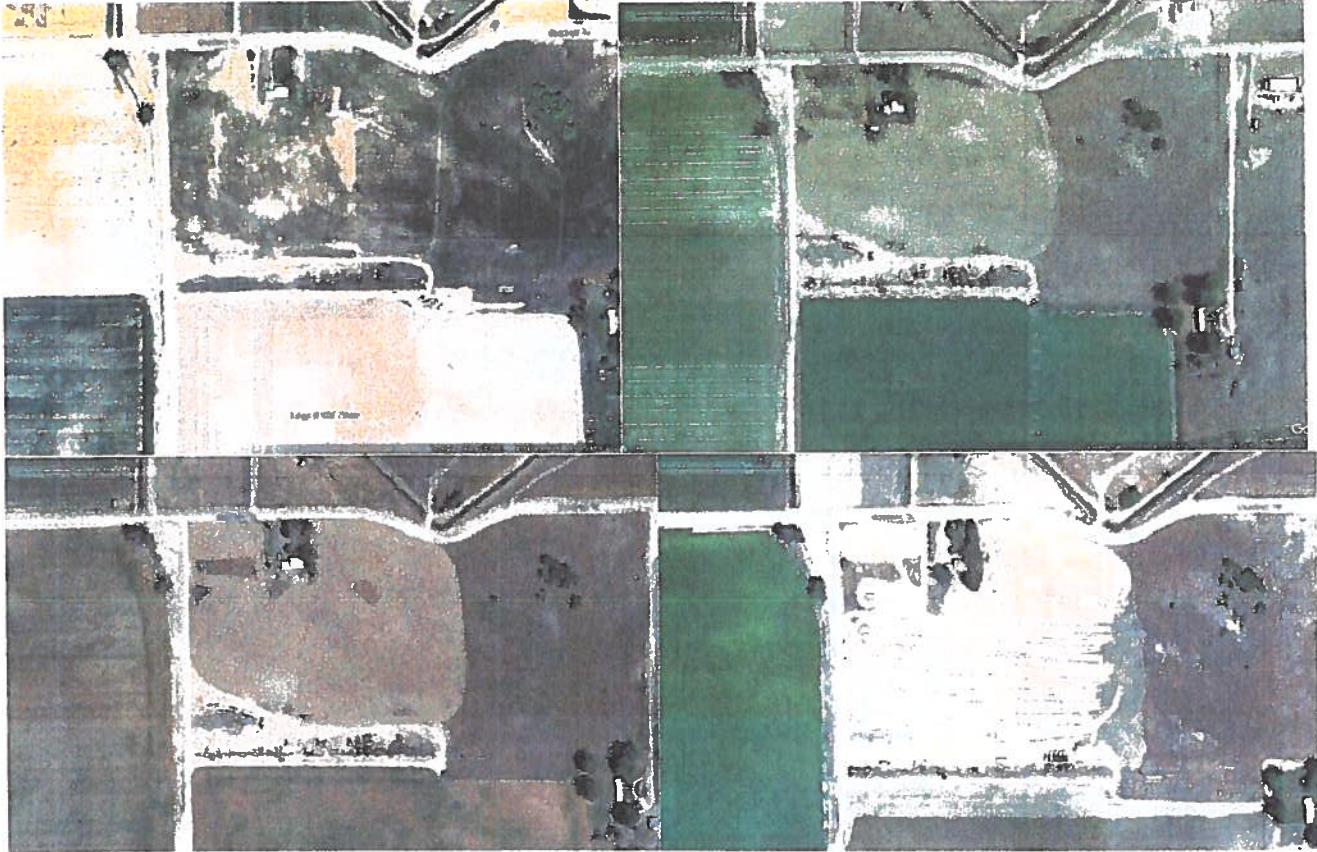


Figure 3 Google Earth Imagery of the Subject Road and USBOR Property (2023 upper left; 2018 - upper right; 2017- lower left; 2010- lower right)

We believe that if the Commissioners are willing to grant this appeal that it can be done in one of two ways:

1. Recognize the USBOR Contract easement as a county road in accordance with the agreement.
 - a. This would allow access for the general public including the successors of Eytchison, Goodson Family Trust and agents (like tenant farmers), and the Platts.
2. If considering the easement to be a driveway or private road easement, the Board could grant an allowance for the road to reside in a 25' easement (three feet smaller than that allowed by code for an administrative decision).

Please accept our sincere appreciation for the Board's consideration of this request.

Sincerely,

Brent Orton

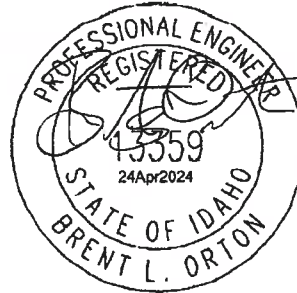


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S & D Platt – Analysis and Letter of Support

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Canyon County, Idaho

Brent L. Orton, PE, MSCE
Orton Engineering, LLC





PioneerTitleCo.
GOING BEYOND

610 S. Kimball Avenue
Caldwell, ID 83605

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

File No. 781293 TK/SM

WARRANTY DEED

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

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

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

hereinafter referred to as Grantee, whose current address is 19114 Galloway Rd Caldwell, ID 83607

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

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

Dated: August 11, 2021

The Goodson Family Trust dated March 20, 2001

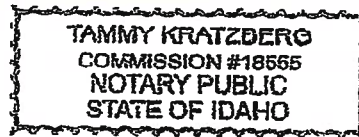
By: Edward M. Goodson
Edward M. Goodson, Trustee

By: Joyce Mahala Goodson
Joyce Mahala Goodson, Trustee

State of Idaho, County of Canyon

This record was acknowledged before me on 8-17-2021 by Edward M. Goodson and Joyce Mahala Goodson, Trustees of the Goodson Family Trust dated March 20, 2001

Tammy Kratzberg
Signature of notary public
Commission Expires: 2/3/2022





610 S. Kimball Avenue
Caldwell, ID 83605

ELECTRONICALLY RECORDED-DO NOT
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PART OF THE ORIGINAL DOCUMENT

2021-057953
RECORDED
08/18/2021 08:16 AM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 MKEYES \$15.00
TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

File No. 781293 TK/SM

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Dated: August 11, 2021

The Goodson Family Trust dated March 20, 2001

By: Edward M. Goodson
Edward M. Goodson, Trustee

By: Joyce Mahala Goodson
Joyce Mahala Goodson, Trustee

State of Idaho, County of Canyon

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Tammy Kratzberg
Signature of notary public
Commission Expires: 2/3/2022

TAMMY KRATZBERG
COMMISSION #18555
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT A

Parcel 3

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

BASIS OF BEARING:

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

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

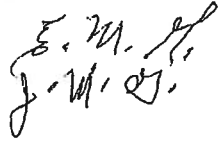
thence leaving said West line, South 89°42'33" East, a distance of 1,120.50 feet;

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

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

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

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



Handwritten signatures of E. M. H. and J. W. H.

**LEGAL DESCRIPTION FOR
GOODSON FAMILY TRUST
PARCEL 3**

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

BASIS OF BEARING:

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

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

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

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

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

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

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

END OF DESCRIPTION.

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



Marwin C. Steiermagen, vs. et al. vs. MULLY WELLSMAGEN, et al., et al. (No RE) One minor child, \$50.00 per month for the partial support maintenance and education of said minor child, subject to further order of the Court. \$150.00 atty fees.

488488 ✓ C.B. 225-191 \$2,99-501/92

Dallas Rogers and Ester Rogers, h and w, Jd Drs vs Calvin Peterson, Jd Cr, Judg. Dated June 2, 1960, Filed June 7, 1960. Book 30 Jd., page 3/4, Have judg. condemning a way of necessary 20 feet in width and 660 ft in length over and across the following described property belonging to the defendants: Jd.Drs. The W boundary of the S 1/4 of the NE 1/4 Section 24 Twp. 5 NR 4 WEM CCI.

Calvin Peterson, Jd Dr vs Dallas Rogers and Ester Rogers, h and w, Jd Crs. Judg. Dated June 2 1960 Filed June 7, 1960. Book 30 Jd., Page 1/4, \$300.00 together with int. thereon at 6% P.A. from August 13, 1959.

488489. to and inc. 508 Chattels & Chat Rels.
488509 ✓

Harry F. Matthews, also known as H. F. Matthews, and Helen L. Matthews, H and W, and Richard H. Matthews and Wretha Matthews, H and W

RE Mtg
Dated, June 2, 1960
Rec. June 7, 1960. 1:02 PM
Book 233 Mtgs., Page 57
Con. \$20,000.00

-TO-
THE IDAHO FIRST NATIONAL BANK, a National Bank
Banking Association, of Boise, Idaho

Signed: Harry F. Matthews, Helen L. Matthews, Richard H. Matthews, Wretha Matthews
Ack. CCI. June 2, 1960 personally appeared Harry F. Matthews, also known as H. F. Matthews and Helen L. Matthews, H and W, and Richard H. Matthews and Wretha Matthews, h and w before Wallace A. Sorensen N.P. for I. Residing at Nampa, I. (S)
Lot 32 in Block 35 of the Original townsite of Nampa, CCI, and the N E 1/4 9 and 3/4 inches of Lot 34 Block 35 of the Original Townsite of Nampa, CCI.
The Mortgagor shall be entitled to the rents, issues, and profits of the real property hereby mortgaged unless and until he defaults hereunder.

Note dated June 2, 1960 for \$20,000.00 with int, from date until paid at the rate of 6 1/2% P.A. on principal and the balances thereof remaining from time to time unpaid, and to pay said principal and int. in monthly installments of \$227.10 commencing on the 10th day of Oct. 1960 and continuing on the 10th day of each calendar month thereafter until Sept. 10, 1970 on which last mentioned date the entire balance of princ. and int. then unpaid shall be due and payable.

AND IT IS AGREED that each installment when paid shall be applied by the holder hereof to the payment of accrued interest and the balance thereof to the payment of the principal.
(3) To secure payment of any note or notes given by said mortgagor to said mortgagee for future loans and advances to the amount of, but not in excess of \$5000.00 which the said mortgagor may at its option make to the said mortgagor.

The Mtgor does jointly and severally covenant and agree that said premises are free and clear of all liens or encumbrances superior to this mortgage and to W and D the same against the lawful-claims and demands of all persons whomsoever.
The Mtgor agrees that he will not sell and convey the mortgaged premises, or any part of the same, without the written consent of the

Google Maps 18507 Goodson Rd



Goodson Rd - 1/4 mile

Indecision Ln - 1 mile

7th day of June Term

PURSUANT TO RECESS OF June 21 CONTINUATION OF REGULAR
 REGULAR (BEGINNING SECOND MONDAY OF MONTH)
 SPECIAL (5 DAY NOTICE POSTING REQUIRED)

BOARD OF COUNTY COMMISSIONERS
MEETING OF: BOARD OF EQUALIZATION
 BOARD OF CANVASSERS (INCLUDING AUDITOR, & ANY 2 COMMISSIONERS 34-1210)

CALL TO ORDER BY COMMISSIONER A. Anderson, acting Chairman
NAME TITLE

AT 9 00 AM ON June, 22, 1978.
PM MONTH DAY

FOR THE PURPOSE OF:

- HOLDING HEARING ON _____ SUBJECT
- CANVASS ELECTION RETURNS FOR _____ GENERAL, PRIMARY, SPECIAL, ETC.
ELECTION HELD ON _____ DATE
- EQUALIZATION OF ASSESSMENTS AND THE ALLOWANCE OF EXEMPTIONS.
63-121 ICA, 63-411, 63-1907 - ENTRIES REQUIRED IN MINUTE BOOK 31-709.

REGULAR BUSINESS PERTAINING TO THE FOLLOWING CHECKED ITEMS:

- APPROVING BILLS AND ACCOUNTS 31-1501 ICA ALLOWING CLAIMS AGAINST COUNTY 40-520, 31-1508, 31-708 ICA.
- ACTING ON BEER, WINE, LIQUOR LICENSES, FIREWORKS PERMITS 23-1015, 23-916.
- MOTIONS, POLICY RESOLUTIONS, ORDERS, OR ORDINANCES - PROPOSAL AND DISPOSITION OF (INCLUDING BUDGET INCREASES, TRANSFERS, AND ADOPTIONS).
- SALE OF PROPERTY AT AUCTION 31-808
- ACT ON NOTICES, NOTICE OF BIDS, NOTICE OF ELECTIONS, NOTICE OF HEARINGS, ETC.
- BID OPENINGS, ACCEPTANCE AND REJECTIONS.
- GENERAL ITEMS- OATHS OF OFFICE, APPROVAL OF BONDS, FIXING & APPROVAL OF SALARY RATES, APPROVAL OF TAX CORRECTIONS ASSESSORS ERRORS, SIGN LEASES, AGREEMENTS & CONTRACTS (IF RESOLUTION HAS PREVIOUSLY BEEN APPROVED). ITEMS NOT REQUIRING A MOTION.
- OTHER ITEMS, DESCRIBE _____

COMMISSIONERS PRESENT:

<u>Anderson</u>	<u>Palcher</u>	<u>Giles 10:15 AM</u>
<u>Miller</u> CLERK/DEPUTY	<u>Assessor</u> ASSESSOR/DEPUTY	<u>Dillon</u> PROS ATTY/DEPUTY

QUORUM PRESENT 2 COMMISSIONERS REQUIRED.

INSTRUMENT NO

835784

Contract No. 8-07-10-L0194

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Central Snake Projects Office
Boise Project - Payette Division

ROAD RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made this 29th day of June, 1978, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Federal Reclamation Laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this agreement, hereinafter called the Contracting Officer, and CANYON COUNTY, STATE OF IDAHO, a body politic, hereinafter called the County, acting by and through its Board of County Commissioners, hereinafter styled the Board.

WITNESSETH, THAT:

2. WHEREAS, in connection with the Payette Division of the Boise Project, Idaho, the United States, through the Bureau of Reclamation, Department of the Interior, has, pursuant to Federal Reclamation Laws, withdrawn certain public lands in connection with the aforementioned Project; and

3. WHEREAS, the County desires to utilize portions of such land for the purpose of constructing and maintaining a County road upon the premises.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:

4. The United States hereby grants to the County, subject to the terms and conditions of this agreement, an easement to construct, operate and maintain a county road upon the property of the United States described as the west 25 feet of the ~~N₂W₂NE₂~~ of Section 24, Township 5 north, Range 4 west, Boise meridian, Canyon County, Idaho, as shown on the attached plat marked Exhibit "A" and by this reference made a part hereof.

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

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

Agreement
COMO 7 AGR 3
ROAD EASEMENT
Right of Access Easement

From: Carl Hayes <carl@blackcanyonirrigation.com>
To: Cassie Lamb <clamb@canyonco.org>
Sent Date: Jun 28, 2021 12:37:48
Subject: RE: AD2021-0060 Edward Goodson
Attachment: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

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

From: Cassie Lamb <clamb@canyonco.org>
Sent: Thursday, June 24, 2021 9:40 AM
To: Carl Hayes <carl@blackcanyonirrigation.com>
Subject: RE: AD2021-0060 Edward Goodson

Carl,

The ROW is coming off of Goodson.

Thanks,

Cassie Lamb

Planner I

Canyon County Development Services

111 North 11th Avenue, Suite 140

Caldwell, Idaho 83605

April 23, 2024

Canyon County Development Services
Department

Exhibit 7

RECEIVED

Canyon County Board of County Commissioners

APR 29 2024

RECEIVED

Destiny Platt came to us wanting us to give her approximately 12 feet ^{more or less} which would have been measured in the middle of our concrete irrigation ditch. We have declined to give or sell any footage. We own the west side of the county maintained road and Black Canyon irrigation owns the east side. If this is granted this road decision needs to go with the building site only, but we are skeptical because if there are any other permits granted even though they will be required to use a decision road, this maintained county road is narrow and they will be ^{should} required to upgrade this road. How will this be possible when they do not own or can get enough footage. As we stated we are not giving or selling any footage. This road is not wide enough for 2 cars passing and when you come out to Davidson Road to the North it is very difficult to see to the east there is a hill at the top (or blind spot).

We hope this decision you arrive at today, that you all consider all that is involved for the present and future.

Thank you

Brian + Laurie Smith

PARTIAL WITHDRAWAL OF AMENDMENT REQUEST
FOR GOODSON ADMINISTRATIVE LAND SPLIT
AD2021-0060/RD2021-0021

Please withdraw the following amendment suggestions from the list below as of this date: 02/08/2024

- Page 1/following comments were received/Black Canyon. Replace the following statement of: Black Canyon Irrigation will require a crossing agreement to be in place at time of building permits applied for with the statement provided by Black Canyon Irrigation District's letter of acknowledgement with the requirements written under approval conditions.
- New statement to read as follows: Black Canyon Irrigation will require all irrigation easements to be retained free of obstructions and water canal to all properties.

■ OR

- New Statement to read as follows: A crossing agreement to be in place at time of building permits applied for.
- Page 2/under decision/modify statement #7) Crossing agreement with Black Canyon Irrigation must be in place prior to the issuance of any building permit(s).
- New statement to read as follows: Crossing agreement must be in place prior to the issuance of any building permit(s) to Parcel #4 as cited on record of survey for Goodson Family Trust.

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

Received
2-8-24
7:45am
J



United States Department of the Interior



BUREAU OF RECLAMATION
Snake River Area Office
230 Collins Road
Boise, ID 83702-4520

IN REPLY REFER TO:

MSF-6112
2.2.3.19

FEB 07 2024

Goodson Family Trust
C/O Destiny Platt
19114 Galloway Rd
Caldwell, ID 83607

Subject: Goodson Family Trust, Use Authorization, Contract No. 24-07-11-L6062,
Culvert and Headwall Crossings, D. 5.9 and D.5.9-5.2 Lateral, Section 24,
T5N, R4W, B.M., Boise Project, Idaho.

Dear Ms. Platt:

Enclosed for the Goodson Family Trust's records is an executed original of the subject Use Authorization.

Please contact Mr. Reece Randall, Realty Specialist, at (208) 383-2228, or rcrandall@usbr.gov, if we can be of further assistance.

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Sincerely,

ACTING FOR

Bryan R. Horsburgh
Deputy Area Manager

Enclosure

cc: Mr. Carl Hayes
Manager
Black Canyon Irrigation District
P.O. Box 226
Notus, ID 83656
(w/encl)

INTERIOR REGION 9 • COLUMBIA-PACIFIC NORTHWEST

IDAHO, MONTANA*, OREGON*, WASHINGTON

* PARTIAL

RETURN TO:
Bureau of Reclamation
Attn: MSF-6112
230 Collins Road
Boise, ID 83702

Contract No. 24-07-11-L6062

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Payette Division, Boise Project, Idaho**

USE AUTHORIZATION

THIS USE AUTHORIZATION, hereinafter referred to as Authorization, made this 7 day of February, 2024, pursuant to the Act of Congress June 17, 1902 (32 Stat. 388; 43 U.S.C. §391), and acts amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamation Laws, specifically, Section 10 of the Reclamation Project Act of 1939 (53 Stat. 1196) and pursuant to regulations promulgated under 43 CFR Part 429, between the **UNITED STATES OF AMERICA**, hereinafter called the **United States**, represented by the official executing this Use Authorization, and **The GOODSON FAMILY TRUST**, herein after referred to as **APPLICANT**.

WITNESSETH, THAT:

WHEREAS, in connection with the Payette Division, Boise Project, Idaho, the United States, by and through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as Reclamation, has, pursuant to Federal Reclamation Laws, constructed, operates, and maintains certain irrigation works now or hereinafter authorized by Congress and referred to as project facilities; and

WHEREAS, said project facilities, referred to as the D 5.9-5.2 and the D 5.9, are operated and maintained by the Black Canyon Irrigation District, hereinafter referred to as the District; and

WHEREAS, Reclamation and the District's primary concern is the continued safe and effective operation of said Federal facilities; and

WHEREAS, Applicant desires to construct, install, operate, maintain and to replace the existing RCP culvert with a 40' long by 24" diameter culvert with headwalls crossing the D 5.9-5.2; to install headwalls on the D 5.9 lateral; and to install a new 20' long by 36" diameter culvert with headwalls crossing the D 5.9 Lateral, for which Reclamation has exercised a right-of-way reserved to the United States for ditches and canals in accordance with the Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. § 945); and

WHEREAS, the proposed use has been reviewed for the purpose and location as stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and following conditions, Reclamation and Applicant agree as follows:

1. LEGAL

The improvement(s) would cross the Federal facility in the following location:

The D 5.9-5.2 Lateral in a portion of SW¼NW¼ and NW¼SW¼, Section 24, Township 5 North, Range 4 West, Boise Meridian, in the manner and at the location shown on Exhibits 1-10 attached hereto.

The D 5.9 Lateral in a portion of SE¼NW¼ and NE¼SW¼, Section 24, Township 5 North, Range 4 West, Boise Meridian, in the manner and at the location shown on Exhibits 1-10 attached hereto.

The D 5.9 Lateral in a portion of SW¼NE Section 24, Township 5 North, Range 4 West, Boise Meridian, in the manner and at the location shown on Exhibit 1-10 attached hereto.

All culverts are to be installed via the District's design standards on Exhibit 6

2. SUBJECT TO FEE OWNER APPROVAL

Unless the Applicant is the underlying fee owner, Applicant will acquire the necessary permission from the underlying landowner.

3. FEES

The Applicant has provided an application to obtain this Use Authorization in conformance with Title 43 of the Code of Federal Regulations, Part 429 and a payment of \$100.00 for the application fee. In accordance with 43 CFR 429.26 (a) (9), administrative fees are being waived. However, Reclamation reserves the right to recover additional and related administrative costs if the need arises for monitoring, to ensure compliance with the conditions noted above.

4. CONDITIONS

To ensure that the proposed project does not interfere with Reclamation's dominant interest, the following conditions must be adhered to:

a. Reclamation has a contract with the District to provide irrigation water. Applicant must ensure unrestricted flow and quality of water in the easement or right-of-way so that the proposed project does not interfere with Reclamation's or the District's ability to fulfill its contractual obligation to deliver water. Applicant shall coordinate with the District at least 7 days prior to the onset of implementation/construction. This office can be reached at (208) 459-4141. All work must be performed during the non-irrigation season (November 1 through March 15), or as determined by the District.

b. Any obstructions or impedance to the flow of project waters or damages to the property or interests of the United States or the District, caused by the requested use will be promptly addressed at Applicant's expense. Obstructions may occur from, but are not limited to, impacts from trees, shrubs, or other vegetation removal, erosion, rutting or other types of soil deterioration.

c. Applicant agrees that its use will not restrict access to, or diminish Reclamation's or the District's ability to, operate and maintain its facilities, nor will it interfere with Reclamation's ability to exercise full use and enjoyment of its dominant interest.

- d. Reclamation has developed general guidelines for the proposed crossing of Reclamation facilities. Reclamation's *Engineering and O&M Guidelines for Crossings* publication can be found at <https://www.usbr.gov/pn/snakeriver/landuse/authorized/crossings.pdf>.
- e. Applicant accepts the requested use location(s) in the existing condition as of the date of this document, Applicant shall keep the premises in a neat and orderly condition at all times, and shall comply with all applicable municipal, County, State and Federal laws, rules and regulations.
- f. Implementation/Construction, operation, and maintenance of the use and associated improvements is at Applicant's expense.
- g. Implementation/Construction shall be halted immediately if Reclamation or the District determines that the conditions are not being followed, or if it becomes apparent that damage to the Federal interests may result from implementation/construction.
- h. The requested use shall not interfere with the District, or any other authorized personnel, in the performance of their duties. If the operation, maintenance, or construction in the Federal easement or right-of-way for public works now or hereafter authorized by the Congress should require removal or relocation of the requested use, this removal or relocation will be at Applicant's expense.
- i. Applicant agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of Applicant addressed in this Use Authorization. Reclamation and the District shall not be responsible for any loss or damage to property arising from issuance of this Use Authorization, including but not limited to damages to growing crops, animals, and machinery; or injury to Applicant's associates, officers, agents, employees, or any others who are on the premises; or for damages or interference caused by natural phenomena.
- j. Should Applicant want to perform substantial reconstruction of the Federal facility identified in this Use Authorization, this will require specific permission not granted by this Use Authorization. Applicant shall submit an application for the requested use, with a complete project proposal to Reclamation no later than ninety (90) days prior to proposed construction. Applicant agrees to notify in writing and by phone the Middle Snake Field Office, Bureau of Reclamation, 230 N. Collins Road, Boise, ID 83702, (208) 383-2200. Reclamation will review the application for current Federal, State and local compliance and guidelines, including the National Environmental Policy Act. Applicant agrees to attend any on-site investigations if requested by Reclamation.
- k. Applicant shall protect all survey monuments found within the easement or right-of-way. Survey monuments include, but are not limited to, General Land Office (GLO) and Bureau of Land Management (BLM) Cadastral Survey Corners, reference corners, witness points, geodetic benchmarks and triangulation stations, military control monuments, Reclamation markers, and any other survey monuments. In the event of obliteration or disturbance of any of the above, Applicant shall immediately report the incident, in writing, to Reclamation and the appropriate survey authority. Where GLO or BLM monuments or references are obliterated, Applicant shall coordinate with the BLM to restore the disturbed monument or references. Applicant shall provide a copy of any resultant survey to Reclamation. Applicant shall be responsible for all associated costs.

l. Applicant agrees not to allow contamination or pollution of Federal lands, waters, or facilities by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution from the requested use. Applicant agrees to comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on the site of the use. Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters, or facilities, Applicant agrees to initiate any necessary emergency measures to protect health, safety, and the environment, and shall report such discovery and full details of the actions taken to the Middle Snake Field Office, Bureau of Reclamation, 230 N. Collins Road, Boise, ID 83702, (208) 383-2200 and the Black Canyon Irrigation District, P.O. Box 226, Notus, ID, 83656, (208) 459-4141. Reporting shall be within twenty-four (24) hours of occurrence or discovery of the action. Written documentation with full details of the event and the necessary emergency measures taken shall be sent no later than fifteen (15) days after the event. An emergency is any situation that requires immediate action to reduce or avoid endangering public health, safety, or the environment.

m. Depending on the complexity of the proposed use, Applicant shall furnish Reclamation and the District a copy of the as-built drawing and/or survey upon completion of installation/construction as agreed upon by Reclamation and Applicant. The survey shall provide measured distances or other appropriate location information to show the exact location of the use.

n. This use authorization does not grant any water rights or rights-of-way. This use authorization does not supersede any existing easements, rights-of-way, or reservations.

o. Applicant acknowledges and agrees that this Use Authorization is not and shall not be interpreted as, the authorization of any other use, encroachment or activity upon Project facilities or land except as expressly stated herein. In addition, the Use Authorization shall not in any way be construed as authorization to construct, install, or modify of any facilities, which would permit, allow or enable discharge of storm water run-off into the facilities or works of the United States or the Board/District. Notwithstanding anything to the contrary contained in this Use Authorization, neither the United States nor the Board/District approves, authorizes, permits, allows, or accepts any non-agricultural stormwater discharge into any facility owned, operated, and/or maintained by the United States or the Board/District, whether it be through a pipe, conduit, culvert, canal, lateral, drain or other ditch, or surface or ground water, absent the United States' prior written permission and Board's/District's concurrence per Reclamation regulations and policy. Applicant acknowledges that the authorized works identified in this Use Authorization does not permit nor allow any nonagricultural water discharge to enter the facility.

p. Applicant is aware that if the aforementioned conditions are not followed and the project jeopardizes Reclamation's or the District's right and ability to operate and maintain the Federal facility, during construction, or at a later date, Reclamation will seek full and just compensation.

q. Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole

r. (1) The grantee agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought

on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the grantee.

(2) The United States, acting through Reclamation, Department of the Interior, reserves rights to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for termination of the use authorization or other damage to the grantee's activities or facilities.

(3) Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

(4) Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization for activities other than existing authorized private exclusive recreational or residential use as defined under § 429.2 if Reclamation determines that any of the following apply:

(i) The use has become incompatible with authorized project purposes, project operations, safety, and security;

(ii) A higher public use is identified through a public process described at § 429.32(a)(1); or

(iii) Termination is necessary for operational needs of the project.

(5) Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization if Reclamation determines that the grantee has failed to use the use authorization for its intended purpose.

(6) Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization if the grantee fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, or terms and conditions of any use authorization, or to obtain any required permits or authorizations.

(7) The Regional Director may, upon advice of the Solicitor, modify these terms and conditions with respect to the contents of the use authorization to meet local and special conditions.

5. NOTICES

a. Notices served under this Use Authorization shall be in writing and may be delivered by personal delivery; via recognized delivery services such as United Parcel Services (UPS) or Federal Express (FedEx); or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

UNITED STATES	APPLICANT	DISTRICT
Deputy Area Manager Bureau of Reclamation 230 Collins Road Boise, ID 83702 (208) 383-2200	Agent Goodson Family Trust 19114 Galloway Rd. Caldwell, ID 83607 (208) 713-2092	Manager Black Canyon Irrigation District P.O. Box 226 Notus, ID 83656 (208) 459-4141

b. Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery. Any notice delivered by certified mail or delivery service shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this paragraph. This paragraph shall apply where notice is required under this Use Authorization, and no specific requirements are set forth. Where this Use Authorization provides for a specific notice in a different manner, the more specific requirements shall prevail.

c. The parties hereby designate the Deputy Area Manager of the Snake River Area Office, Manager of the Black Canyon Irrigation District, and Agent of the Goodson Family Trust, as their respective authorized representatives for this Use Authorization. These individuals shall have authority to take any action allowed or required under this Use Authorization, on behalf of their employer. The parties may change their designated representatives at any time by giving notice of such change in accordance with this Article.

6. INCREASED COSTS


If the construction, operation, or maintenance of any or all of such structures and facilities of the United States across, over, under, or upon said right of way should be made more expensive by reason of the existence of improvements or works of Applicant thereon, such additional expense is to be estimated by the Reclamation, whose estimate is to be final and binding upon the parties hereto. Applicant will make payment thereof to the United States or any of its successors or assigns within (30) days after demand is made upon Applicant for payment of any such sums. As an alternative to payment, Applicant, at its sole cost and expense and within the time limits established by the United States, may remove or adapt its facilities constructed and operated by it on said right of way to accommodate the aforementioned structures and facilities of the United States. Applicant shall bear any costs incurred by the United States occasioned by the failure to remove or adapt its facilities within the time limits specified.

7. OFFICIALS NOT TO BENEFIT

No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.


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

GOODSON FAMILY TRUST

By 
Title Authorized Agent

ACTING FOR

UNITED STATES OF AMERICA

By 
Bryan R. Horsburgh
Deputy Area Manager
Bureau of Reclamation
230 Collins Road
Boise, Idaho 83702-4520

DISTRICT:

This Use Authorization has been considered and is hereby approved by **Black Canyon Irrigation District** this

7th day of February, 2024.

Signed By *Carl Hayes*

Title *Manager*

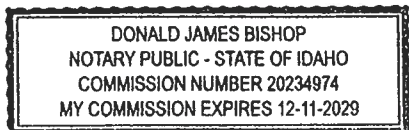
ACKNOWLEDGEMENT

STATE OF IDAHO)
)ss
County of Canyon)

On this 7 day of February, 2024, personally appeared before me, the undersigned notary, Carl Hayes, known to me to be the official of the **Black Canyon Irrigation District** who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said District, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

(SEAL)



Donald Bishop
Notary Public in and for the
State of Idaho
Residing at *Boise, ID*
My commission expires *12/11/2029*

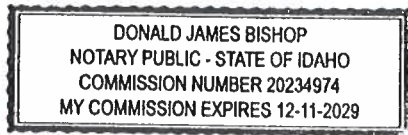
ACKNOWLEDGEMENT

STATE OF Idaho)
)ss
County of Ada)

On this 7 day of February, 20 24, personally appeared before me, the undersigned notary, Destiny Platt, known to me to be the official of the **Goodson Family Trust**, who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said Goodson Family Trust, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

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

(SEAL)



Donald Bishop

Notary Public in and for the
State of Idaho
Residing at Boise, ID
My commission expires 12/11/2029

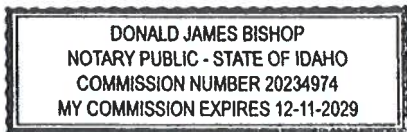
ACKNOWLEDGEMENT

STATE OF IDAHO)
)ss
County of Ada)

On this 7 day of February, 20 24, personally appeared before me Charles Dillon, to me known to be the official of the **United States of America** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

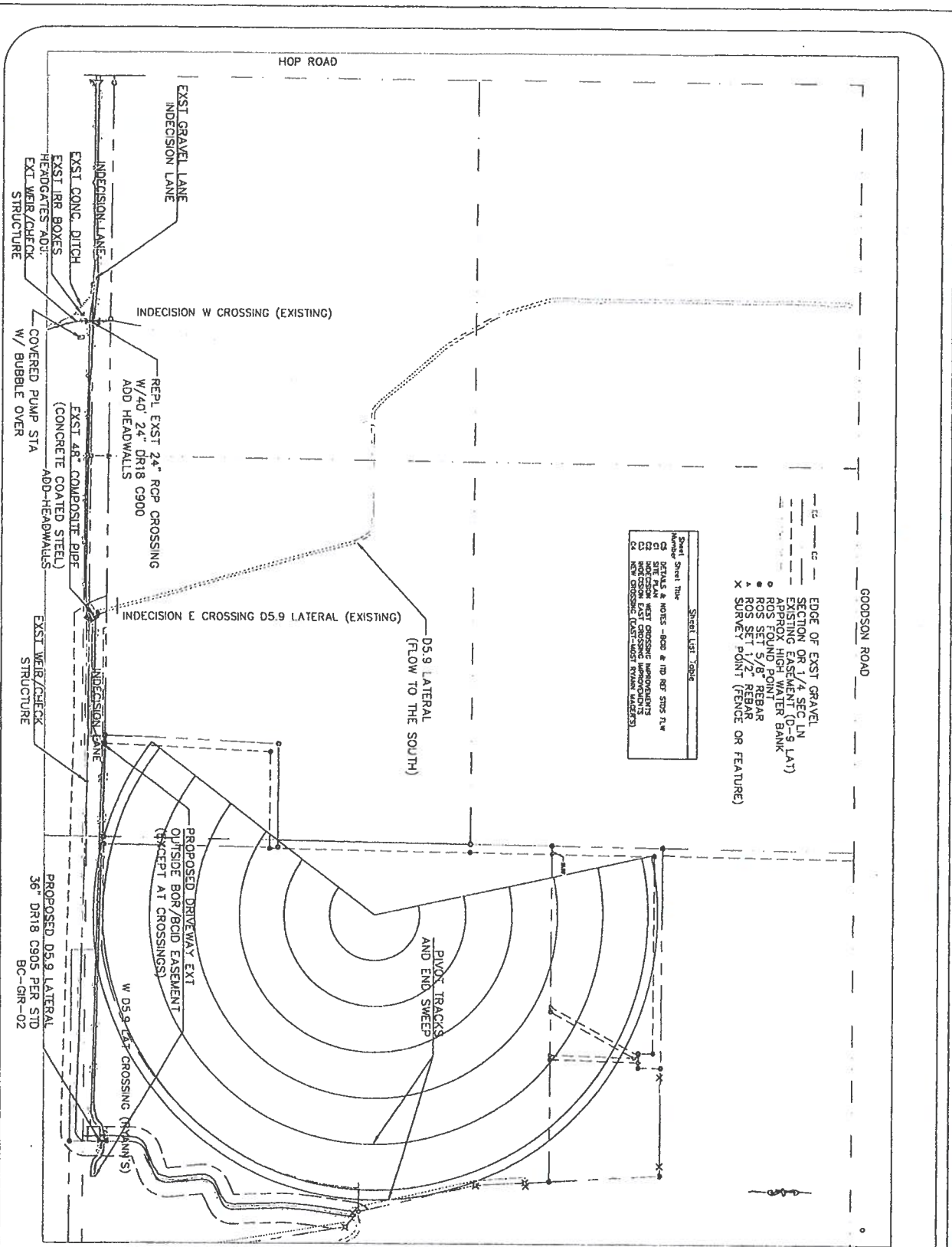
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)



Donald Bishop

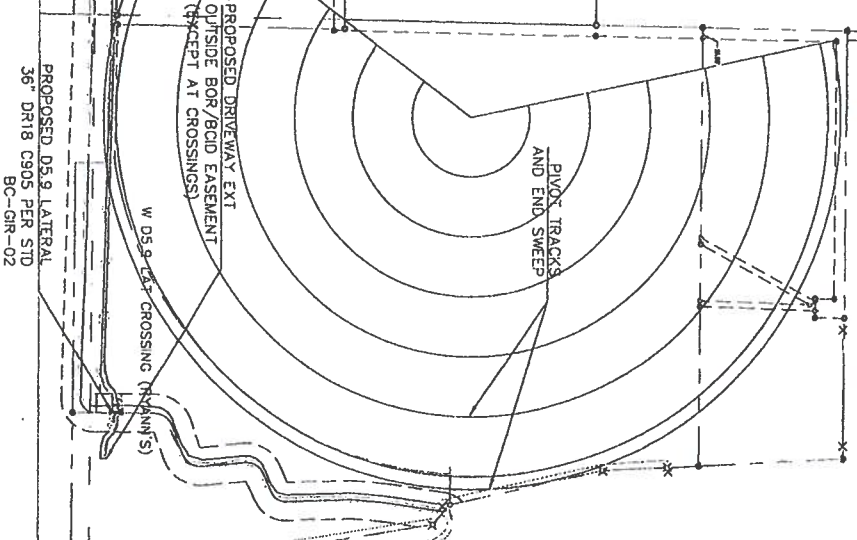
Notary Public in and for the
State of Idaho
Residing at Boise, ID
My commission expires 12/11/2029



- EDGE OF EXIST GRAVEL
- SECTION OR 1/4 SECTION EASTMENT (D-9 LAT)
- APPROX HIGH WATER BANK
- ROS FOUND POINT
- ROS SET 5/8" REBAR
- ▲ ROS SET 1/2" REBAR
- X SURVEY POINT (FENCE OR FEATURE)


Sheet List Table

Number	Sheet Title
01	DRIVELAYS & NOTES - RCD & ITP REF STDS PLV
02	INDECISION WEST CROSSING IMPROVEMENTS
03	INDECISION WEST CROSSING IMPROVEMENTS
04	NEW CROSSING (LUST-WEST TRAIL) (MAY 2023)



THOMAS FAMILY ADMINISTRATIVE LOT SPLITS

SITE PLAN/OVERVIEW IRRIGATION CROSSINGS
ONE NEW
TWO IMPROVED



Scale: 1" = 100'
North Arrow

ORTON ENGINEERING
Inspiring the future

2738 Sunnyvale Place
Calverley, Idaho 83407
brotherston@ortonengineers.com

Stebert
Linda Stebert
Principal Land Surveyor, P.E.
Linda Stebert
(208)-464-0213
www.ortonengineers.com

No.	Revision/Phase	Date
01	Initial Survey	
02	Final Survey	
03	Final Survey	
04	Final Survey	
05	Final Survey	

PAUL THOMAS (GOODS SON TRST)
208 918 6335
paul@paulthomas.com

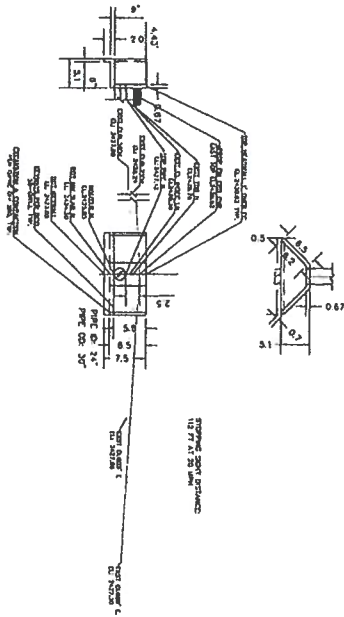
DE 9 LATERAL CROSSING
INDECISION LANE @
CANTON COUNTY RD
(BETWEEN GOODSON & PAULDAW)

2301-A THOMAS
11/1/2023
1" = 150'

C-01

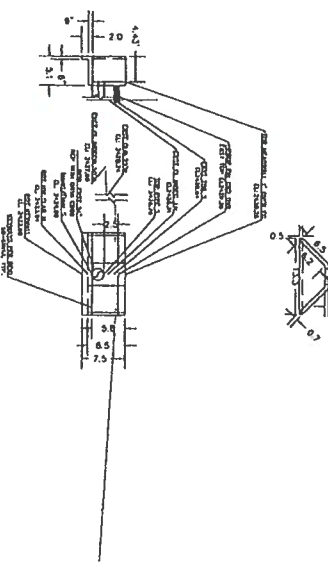
INDICISION WEST
ENGINEERING AND DESIGN

SECTION W: REPLACE EXISTING 24" REINFORCED CONCRETE PIPE W/4" 24" DR18 CORE: N HEADWALL



REINFORCEMENT:
VERTICAL: 1# 4" BARS @ 12" ON CENTER AND WALL DOWEL, TYP.
HORIZONTAL: 1# 4" BARS @ 12" ON CENTER AND WALL DOWEL, TYP.
LARGE DIAMETER: 1# 4" BARS @ 12" ON CENTER AND WALL DOWEL, TYP.
SMALL DIAMETER: 1# 4" BARS @ 12" ON CENTER AND WALL DOWEL, TYP.
CONCRETE: 3000 PSI COMPRESSIVE STRENGTH, MINIMUM 4" COVER TO ALL REINFORCEMENT.
REINFORCEMENT: 1# 4" BARS @ 12" ON CENTER AND WALL DOWEL, TYP.
REINFORCEMENT: 1# 4" BARS @ 12" ON CENTER AND WALL DOWEL, TYP.

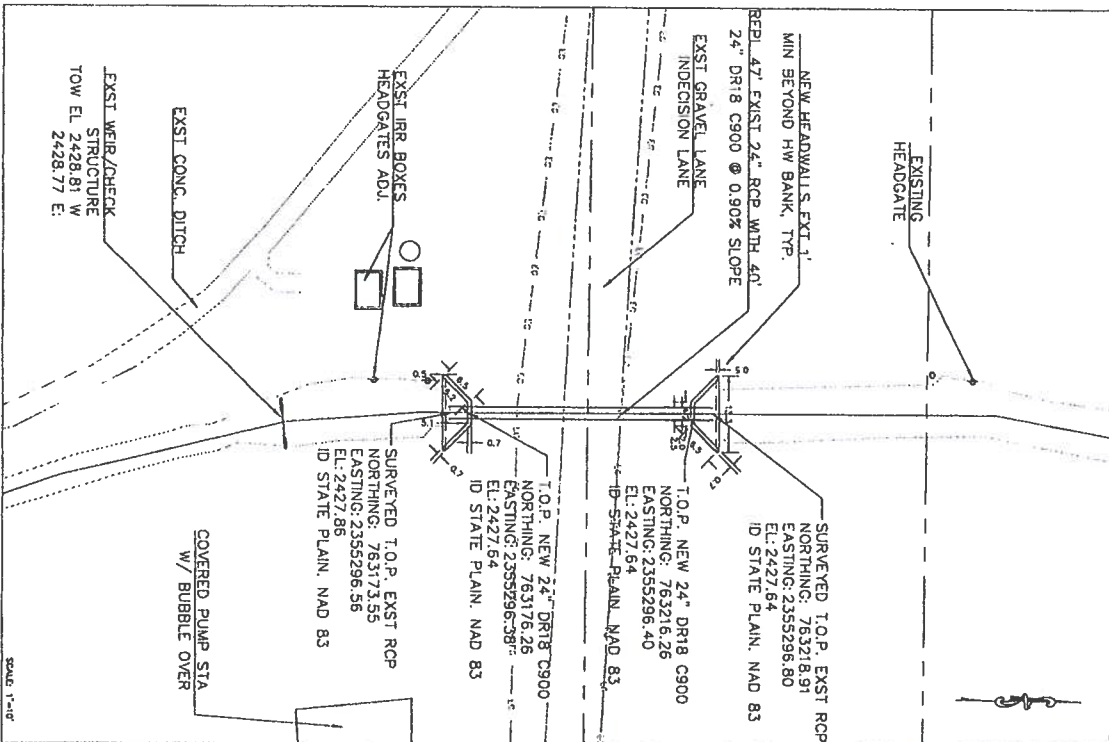
SECTION W: REPLACE EXISTING 24" REINFORCED CONCRETE PIPE W/4" 24" DR18 CORE: S HEADWALL



REINFORCEMENT:
VERTICAL: 1# 4" BARS @ 12" ON CENTER AND WALL DOWEL, TYP.
HORIZONTAL: 1# 4" BARS @ 12" ON CENTER AND WALL DOWEL, TYP.
LARGE DIAMETER: 1# 4" BARS @ 12" ON CENTER AND WALL DOWEL, TYP.
SMALL DIAMETER: 1# 4" BARS @ 12" ON CENTER AND WALL DOWEL, TYP.
CONCRETE: 3000 PSI COMPRESSIVE STRENGTH, MINIMUM 4" COVER TO ALL REINFORCEMENT.
REINFORCEMENT: 1# 4" BARS @ 12" ON CENTER AND WALL DOWEL, TYP.
REINFORCEMENT: 1# 4" BARS @ 12" ON CENTER AND WALL DOWEL, TYP.

SCALE: 1"=4'

INDICISION WEST
ENGINEERING AND DESIGN



SCALE: 1"=4'



THOMAS FAMILY
ADMINISTRATIVE
LOT SPLITS



INDICISION WEST
IRRIGATION CROSSING
(24" RCP - ADD
HEADWALLS)

ORTON
ENGINEERING
7238 Strawberry Place
Boise, ID 83725
Phone: 208 350 9422
brvorteron@ortonm.com

Lead Survey

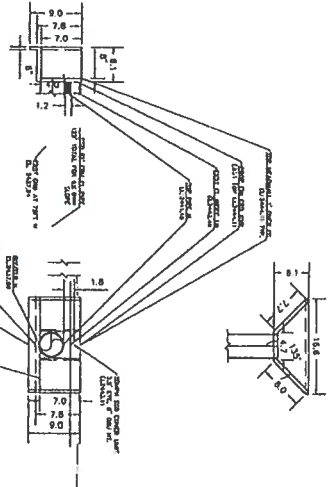
No.	Revision/Notes	Date
01	Issue for Review	11/1/2023
02	Issue for Review	11/1/2023
03	Issue for Review	11/1/2023
04	Issue for Review	11/1/2023
05	Issue for Review	11/1/2023

PAUL THOMAS (OWNER) 208 919 0255
lucy@paulthomas.com

05.9 LATERAL CROSSING
INDICISION LANE
CANYON COUNTY, ID
(OWNER: COOPER & WALDMAN)

2301-AL-19046
11/1/2023
C-02

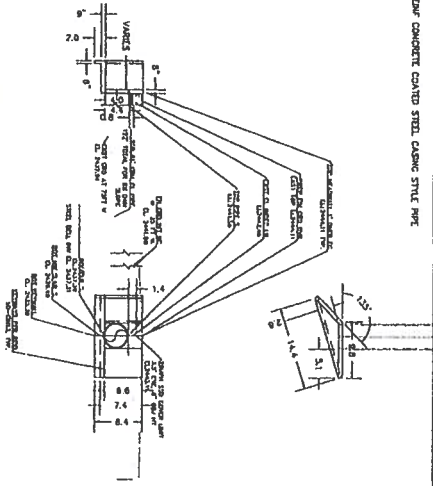
4. HEADWALL FOR CROSSING OF NEW CONCRETE COATED STEEL CULVERT PIPE



REINFORCEMENT:
 1. TOP AND BOTTOM OF HEADWALL SHALL BE REINFORCED WITH 3" DIA. #4 BARS AT 12" ON CENTER.
 2. VERTICAL REINFORCEMENT SHALL BE 3" DIA. #4 BARS AT 48" ON CENTER.
 3. HORIZONTAL REINFORCEMENT SHALL BE 3" DIA. #4 BARS AT 12" ON CENTER.
 4. ALL REINFORCEMENT SHALL BE PLACED WITH 1" CLEARANCE FROM CONCRETE.
 5. HEADWALL FOR CROSSING OF NEW CONCRETE COATED STEEL CULVERT PIPE

SCALE: 1"=1'-0"

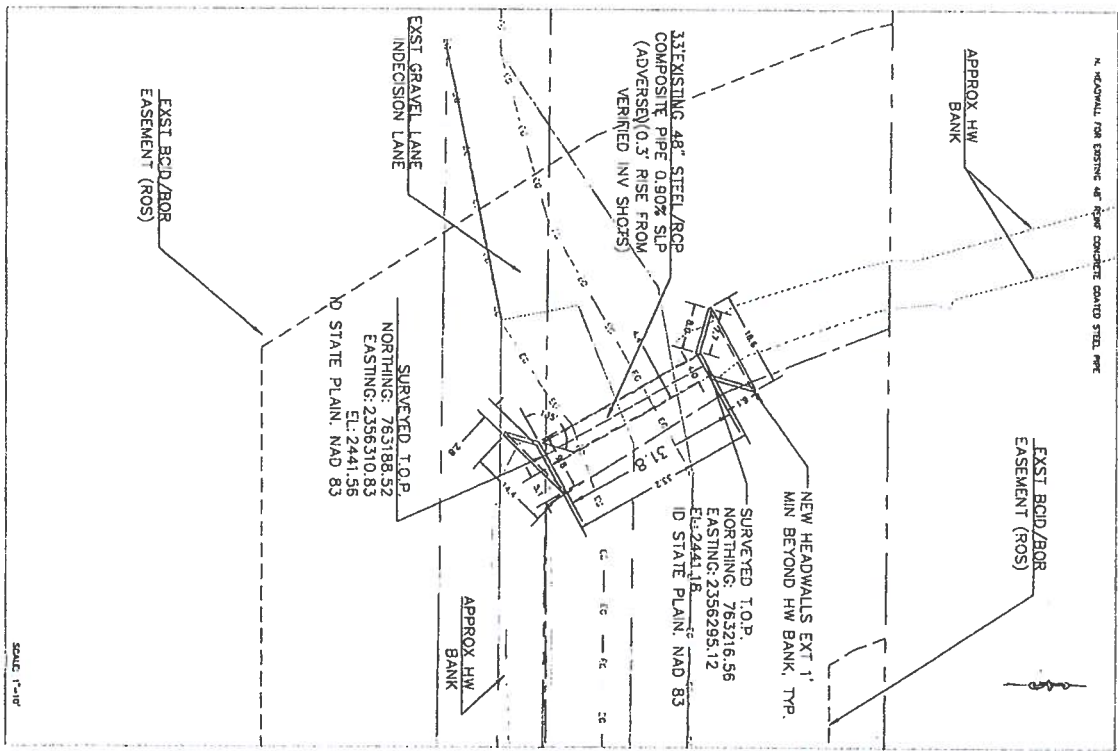
4. HEADWALL FOR CROSSING OF NEW CONCRETE COATED STEEL PIPE



REINFORCEMENT:
 1. TOP AND BOTTOM OF HEADWALL SHALL BE REINFORCED WITH 3" DIA. #4 BARS AT 12" ON CENTER.
 2. VERTICAL REINFORCEMENT SHALL BE 3" DIA. #4 BARS AT 48" ON CENTER.
 3. HORIZONTAL REINFORCEMENT SHALL BE 3" DIA. #4 BARS AT 12" ON CENTER.
 4. ALL REINFORCEMENT SHALL BE PLACED WITH 1" CLEARANCE FROM CONCRETE.
 5. HEADWALL FOR CROSSING OF NEW CONCRETE COATED STEEL CULVERT PIPE

SCALE: 1"=1'-0"

NOTATION: EAST
 APPROXIMATE POSITION OF
 CONCRETE HEADWALL
 CONCRETE HEADWALL



SCALE: 1"=1'-0"

THOMAS FAMILY ADMINISTRATIVE LOT SPLITS

INDICISION EAST IRRIGATION CROSSING (48" COMPOSITE ADD HEADWALLS)

ORTON ENGINEERING
 INCORPORATED
 6738 Strawberry Place
 Boise, ID 83725
 Phone: 208 350 9422
 brentorton@ortonengineering.com

Land Survey
 Brentorton, P.E.
 6738 Strawberry Place
 Boise, ID 83725
 Phone: 208 350 9422
 brentorton@ortonengineering.com

No.	Revision/Notes	Date
01	Issue for Review	
02	Issue for Review	
03	Issue for Review	
04	Issue for Review	
05	Issue for Review	

DATE: 11/1/2023

BY: [Signature]

05.9 LATERAL CROSSING INDECISION LANE (BENTON COUSON & WALDMAN)

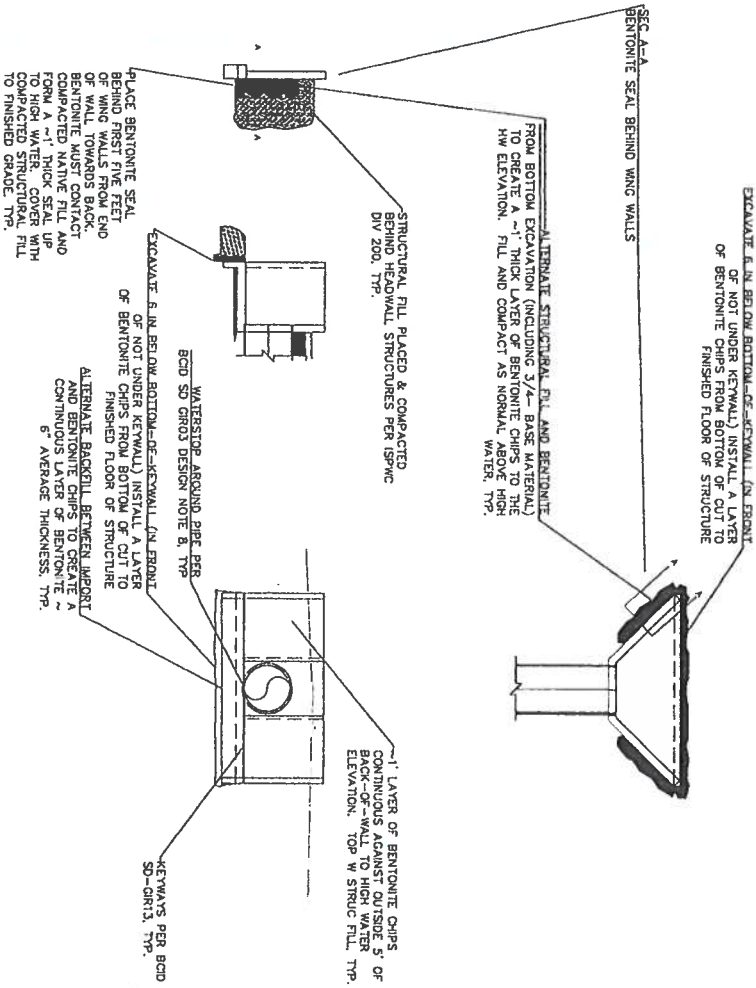
DATA THROUS (CROSS FILL TYP)
 2008 0119 0119
 linc@pwpd.com

230104-THROUS
 11/1/2023
 At Noted

C-03

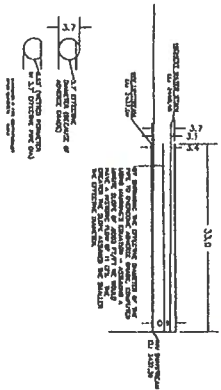
- PROJECT NOTES:**
1. ALL WORK SHALL CONFORM TO BOD STANDARDS EXCEPT AS SPECIFICALLY AUTHORIZED BY BOD
 2. PIPE MATERIAL MUST BE IN CONFORMANCE WITH BOD SD G102 FOR TRAVELED WAYS WITH WHEEL LOADING.
 3. PIPE BEDDING SHALL BE PER BOD SD G102.
 4. REINFORCEMENT SHALL BE PER MORE STRICT OF BOD SD G101 & ISPC (WHICH EVER IS MORE STRINGENT) AND STANDARDS FOR PUBLIC WORKS CONSTRUCTION - WOOD-CASE HEADWALL.
 - 4.1. REBAR MATS FOR HW FLOOR SLABS PER IJD ST DR 509-2 ET. SEQ.
 5. CONTRACTOR SHALL NOTIFY BOD AND ENGINEER FOR INSPECTION OF REBAR PLACEMENT PRIOR TO POURING WITH NO LESS THAN 48 HRS NOTICE.
 6. THIS PROJECT IS SUBJECT TO APPROVAL BY BOD AND US BUREAU OF RECLAMATION (USBOR OR BOR)
 7. FLOW FOR NEW 05.9 CROSSING IS 15 CFS (PER 170C12023 COMMUNICATION)
 - 7.1. FACILITIES AS DESIGNED SATISFY THIS REQUIREMENT

BENTONITE SEAL CONSTRUCTION DETAIL



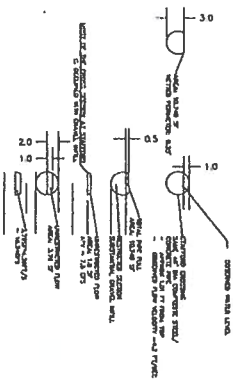
FLOW ESTIMATION

HIGH WATER & EFFECTIVE DIAMETER APPROACH



HIGH WATER & RECTANGULAR CONTRACTED WEIR READING

FLOW VELOCITY THROUGH UNRESTRICTED CROSS SECTION (FROM MEASUREMENTS AT STAFFORD ROAD CROSSING)



THOMAS FAMILY ADMINISTRATIVE LOT SPLITS

DETAILS/HIST FLOW EST IRRIGATION CROSSINGS ONE NEW TWO IMPROVED

ORTON ENGINEERING
 7738 Sunnyvale Place
 Salinas, Idaho 83407
 bentonite@ortonengineering.com

SLINGER
 President Land Surveying, P.C.
 2000 N. Main Street
 83407
 www.ortonengineering.com

No.	Revision/Status	Date
01		
02		
03		
04		
05		

Prepared by: **PHL THOMAS (GROSS PHL THS)**
 Date: 11/1/2023
 lthomas@ortonengineering.com

DESIGN LATERAL CROSSING INSPECTION LINE (BENTONITE GROSSING & GULCHING)

2301-D-HOWES
 11/1/2023
 C-05

PROJECT NO: 2301-D-HOWES

DATE: 11/1/2023

SCALE: AS SHOWN



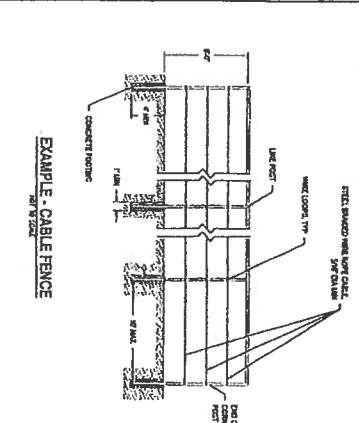
BLACK CANYON IRRIGATION DISTRICT
IRRIGATION STANDARD DETAILS

SCALE: 3/8" = 1'-0"

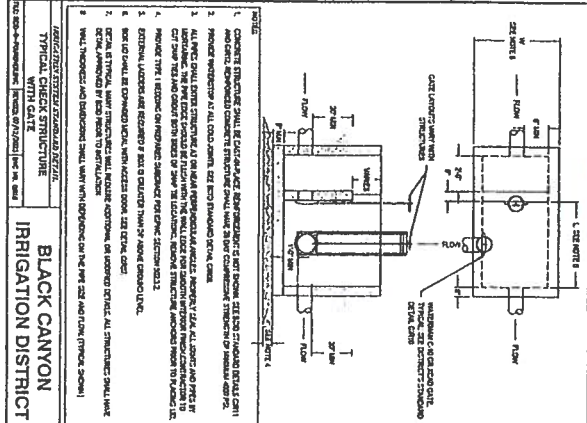
REVISIONS

NO.	DATE	DESCRIPTION
1	08/11/2011	ISSUED FOR CONSTRUCTION
2	08/11/2011	ISSUED FOR CONSTRUCTION
3	08/11/2011	ISSUED FOR CONSTRUCTION

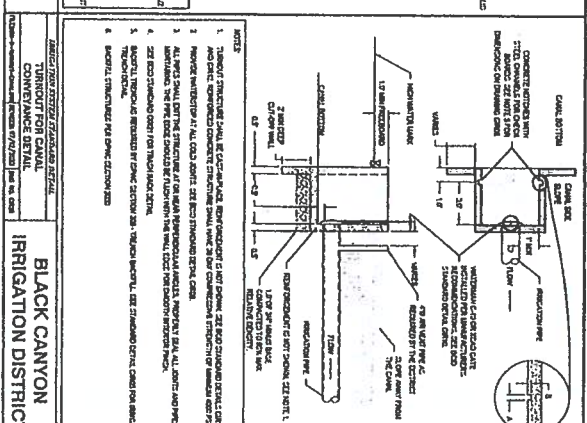
SCALE: 3/8" = 1'-0"



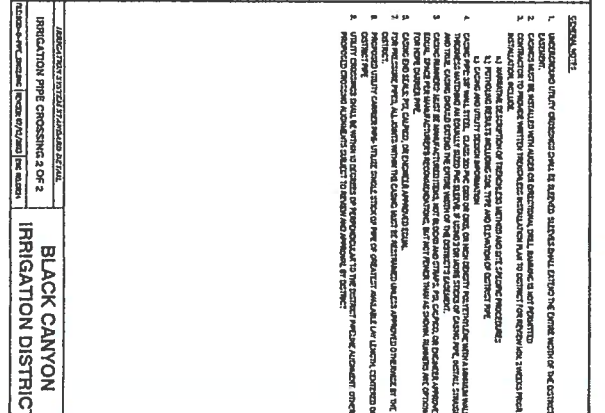
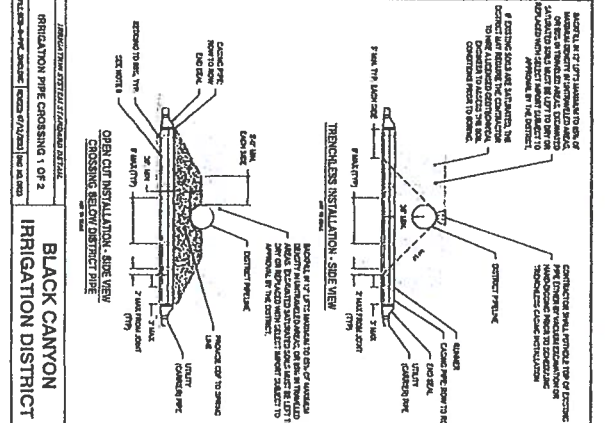
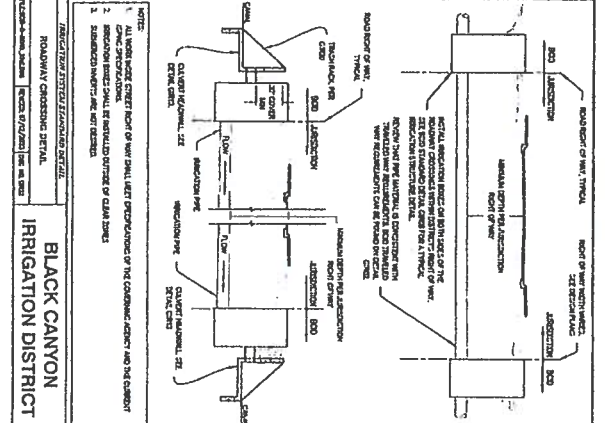
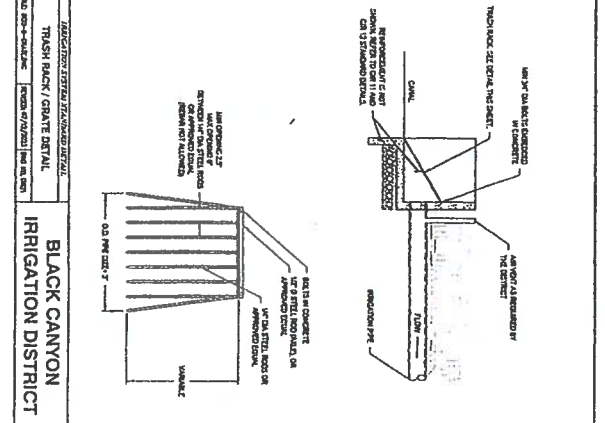
- NOTES:**
1. ALTERNATIVE FENCING OPTIONS MAY BE USED UPON DISTRICTS APPROVAL.
 2. FENCE HEIGHT IS DETERMINED BY STATE LAW, TO MEET OR EXCEED MINIMUMS.
 3. ALL POSTS AND RAILS SHALL BE TYPICAL 4" DIA. GALV. STEEL PIPE, UNLESS OTHERWISE NOTED.
 4. ALTERNATIVE FENCING OPTIONS TO BE APPROVED BY DISTRICT.
 5. ADJUST FENCE POST SPACING TO MEET OR EXCEED MINIMUMS AS PER STATE LAW.



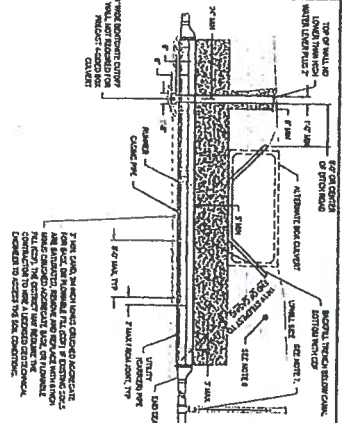
- NOTES:**
1. CHECK STRUCTURE SHALL BE CONSTRUCTED TO WITHSTAND THE FULL DESIGN FLOOD FLOW. SEE DISTRICT STANDARD DETAIL C-1.
 2. CHECK STRUCTURE SHALL BE CONSTRUCTED TO WITHSTAND THE FULL DESIGN FLOOD FLOW. SEE DISTRICT STANDARD DETAIL C-1.
 3. CHECK STRUCTURE SHALL BE CONSTRUCTED TO WITHSTAND THE FULL DESIGN FLOOD FLOW. SEE DISTRICT STANDARD DETAIL C-1.
 4. CHECK STRUCTURE SHALL BE CONSTRUCTED TO WITHSTAND THE FULL DESIGN FLOOD FLOW. SEE DISTRICT STANDARD DETAIL C-1.
 5. CHECK STRUCTURE SHALL BE CONSTRUCTED TO WITHSTAND THE FULL DESIGN FLOOD FLOW. SEE DISTRICT STANDARD DETAIL C-1.



- NOTES:**
1. THURGOOD FOR PIPE SHALL BE CONSTRUCTED TO WITHSTAND THE FULL DESIGN FLOOD FLOW. SEE DISTRICT STANDARD DETAIL C-1.
 2. THURGOOD FOR PIPE SHALL BE CONSTRUCTED TO WITHSTAND THE FULL DESIGN FLOOD FLOW. SEE DISTRICT STANDARD DETAIL C-1.
 3. THURGOOD FOR PIPE SHALL BE CONSTRUCTED TO WITHSTAND THE FULL DESIGN FLOOD FLOW. SEE DISTRICT STANDARD DETAIL C-1.
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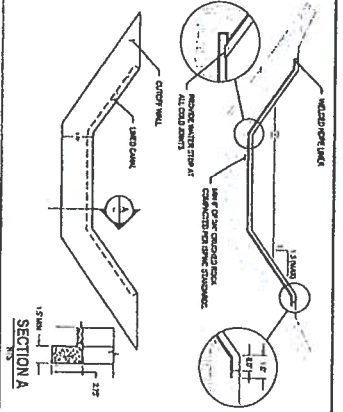


- NOTES:**
1. CANAL STRUCTURE SHALL BE CONSTRUCTED TO WITHSTAND THE FULL DESIGN FLOOD FLOW. SEE DISTRICT STANDARD DETAIL C-1.
 2. CANAL STRUCTURE SHALL BE CONSTRUCTED TO WITHSTAND THE FULL DESIGN FLOOD FLOW. SEE DISTRICT STANDARD DETAIL C-1.
 3. CANAL STRUCTURE SHALL BE CONSTRUCTED TO WITHSTAND THE FULL DESIGN FLOOD FLOW. SEE DISTRICT STANDARD DETAIL C-1.
 4. CANAL STRUCTURE SHALL BE CONSTRUCTED TO WITHSTAND THE FULL DESIGN FLOOD FLOW. SEE DISTRICT STANDARD DETAIL C-1.
 5. CANAL STRUCTURE SHALL BE CONSTRUCTED TO WITHSTAND THE FULL DESIGN FLOOD FLOW. SEE DISTRICT STANDARD DETAIL C-1.



1. CONCRETE PIPE SHALL BE CAST IN PLACE OR CAST IN FORMS. THE CONCRETE SHALL BE COMPACTED TO THE FULL DEPTH OF THE PIPE AND TO THE FULL DEPTH OF THE TRENCH.
2. CONCRETE SHALL BE CAST IN PLACE OR CAST IN FORMS. THE CONCRETE SHALL BE COMPACTED TO THE FULL DEPTH OF THE PIPE AND TO THE FULL DEPTH OF THE TRENCH.
3. THE CONCRETE SHALL BE CAST IN PLACE OR CAST IN FORMS. THE CONCRETE SHALL BE COMPACTED TO THE FULL DEPTH OF THE PIPE AND TO THE FULL DEPTH OF THE TRENCH.
4. THE CONCRETE SHALL BE CAST IN PLACE OR CAST IN FORMS. THE CONCRETE SHALL BE COMPACTED TO THE FULL DEPTH OF THE PIPE AND TO THE FULL DEPTH OF THE TRENCH.
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10. THE CONCRETE SHALL BE CAST IN PLACE OR CAST IN FORMS. THE CONCRETE SHALL BE COMPACTED TO THE FULL DEPTH OF THE PIPE AND TO THE FULL DEPTH OF THE TRENCH.

BLACK CANYON IRRIGATION DISTRICT
IRRIGATION CANAL CROSSING



1. CONCRETE LINED CANALS SHALL BE CONSTRUCTED TO MAINTAIN 95% EFFICIENT EFFICIENCY.
2. CONCRETE LINED CANALS SHALL BE CONSTRUCTED TO MAINTAIN 95% EFFICIENT EFFICIENCY.
3. CONCRETE LINED CANALS SHALL BE CONSTRUCTED TO MAINTAIN 95% EFFICIENT EFFICIENCY.
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9. CONCRETE LINED CANALS SHALL BE CONSTRUCTED TO MAINTAIN 95% EFFICIENT EFFICIENCY.
10. CONCRETE LINED CANALS SHALL BE CONSTRUCTED TO MAINTAIN 95% EFFICIENT EFFICIENCY.

BLACK CANYON IRRIGATION DISTRICT
CONCRETE LINED CANAL

REVISIONS

NO.	DATE	DESCRIPTION
1	07/11/2022	REVISED PER COMMENTS
2	07/11/2022	REVISED PER COMMENTS
3	07/11/2022	REVISED PER COMMENTS
4	07/11/2022	REVISED PER COMMENTS

BLACK CANYON IRRIGATION DISTRICT

IRRIGATION STANDARD DETAILS



Development Services Department



Canyon County, 111 North 11th Avenue, Suite 310, Caldwell, ID 83605

(208) 454 7458 ▪ (208) 454 6633 Fax ▪ zoninginfo@canyoncounty.id.gov ▪ www.canyoncounty.id.gov

February 8, 2024

Exhibit 8

Goodson Family Trust
Destiny Platt
19114 Galloway Road
Caldwell, Idaho 83607

Dear Ms. Platt,

Attached is the Director's Decision for your application received on 11-27-23 to modify a previous decision (AD2023-0060MOD.)

If you wish to appeal the Director's Decision to the Board of County Commissioners, the process is outlined below and an application can be filed in the Development Services Department.

07-05-07: APPEAL OF DIRECTOR ADMINISTRATIVE DECISION:

(1) *Appeal To Board: An affected person aggrieved by a final administrative decision or action of the director that was made pursuant to the provisions of this chapter may appeal to the board.*

(2) *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. (Ord. 10-006, 8-16-2010)*

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. (Ord. 12-006, 3-22-2012)*

Sincerely,

Sabrina C. Minshall, AICP
Director, Development Services
Canyon County

SCANNED

Attachment : Director's Decision for AD2023-0060MOD



DSD Director Administrative Decision

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

Case Number: AD2023-0060 (MOD)

Parcel(s): R38437012, R38437000, and R38437011

Property Owner/Applicant(s): Destiny Platt/Goodson Family Trust

- 1) **Request:** The applicant, Destiny Platt/Goodson Family Trust is requesting modifications of two conditions from AD2021-0060 and RD2021-0021 to:

A) Remove condition #7 "Crossing agreement with Black Canyon Irrigation (BCID) must be in place prior to the issuance of any building permit(s)" with a request to replace it with "a crossing agreement to be in place at time building permits applied for." Or "Crossing Agreement must be in place prior to the issuance of any building permit(s) to parcel #4 as cited on record of survey for Goodson Family Trust." And;

B) Changing ingress/egress from the approved access per RD2021-0021, which utilized a proposed private road, "Indecision Lane," and the approved 28' easement reduction for a portion of the access, and replace with an alternate access for parcel 3 (R38437011) utilizing "Goodson Road," an easement for a public road over land owned by the Bureau of Reclamation. Canyon County is the grantee for the easement, and has not utilized or improved it for a public road.

- 2) **Property History:** On 8/3/2021, Edward Goodson, received approval for an administrative land division for Parcel R38437. The approval created a total of four (4) parcels, three (3) with building permits and one (1) agricultural only parcel. (**Attachment A:** AD2021-0060/RD2021-0021 AD Decision, Record of Survey, and Private Road 60' & 28' Ingress/Egress Easement.)

Conditions: the following were conditions of the 2021 approval, recorded by the applicant.

1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules and regulations that pertain to the property include the Idaho Right to Farm Act (Idaho Code § 22-4503).
2. An approach permit shall be obtained from Notus-Parma Highway prior to building permit issuance.
3. Prior to building permit issuance, a septic permit is required by Southwest District Health.
4. **Prior to a certificate of occupancy, the private road shall be built to meet the minimum construction standards (CCZO Section 07-10-03(2) & (3). The construction of driveways/private roads longer than one hundred fifty feet (150') from a public street right of way to the most distant portion of an inhabited building and private roads shall be inspected and certified by the applicant's engineer before obtaining a certificate of occupancy.**
5. A sign conforming to the applicable highway district standards shall be erected and maintained at the property owners' expense. Verification of installation of road signs shall be provided to DSD before Certificate of Occupancy.
6. 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.
7. **Crossing agreement with Black Canyon Irrigation must be in place prior to the issuance of any building permit(s).**

SCANNED

Private Road: The 2021 approval included a private road and easement reduction to serve all created parcels, including reducing the shared access easement from 60-feet to 28-feet for a portion of the access to lot 3. It was noted the 28-foot wide shared access easement continues beyond the 60-foot Private Road access easement (Attachment B of AD2021-0060/RD2021-0021.) **Attachment B** is the legal description for the 28' easement submitted as part of the application documentation in 2021. **Attachment C** is the legal description for Parcel 3 submitted in the 2021 application indicating, "Together with and subject to those easements necessary for ingress and egress and other purposes, as shown in the Road Users Maintenance Agreement recorded July 26, 2021 as Instrument No 2021-052157 and Record of Survey recorded July 27, 2021 as Instrument No. 2021-052318. AD2021-0060/RD2021-021 included conditions that the private road shall meet all minimum construction standards (CCZO Section 07-10-03(3) and private road signage must be installed per the highway district standards. Also noted was per CCZO §07-10-03(1)B3, a Road User's Maintenance Agreement (RUMA) has been recorded (Instrument No.2021-052157).

Since the 2021 approval, the subsequent owners of the parcels, Ms. Destiny Platt and the Goodson Family Trust submitted additional requests and supporting information related to an unimproved, easement, referred to by the applicant as "Goodson Road". In a series of letters to Development Services staff and the Board of County Commissioners, the applicant requested to utilize up to 662 feet of the easement for a private access to lot 3. County DSD and Legal staff conducted additional research about the status and ownership of the easement. The easement in question is cited under Instrument #835184 and established through a 1978 contract between the Bureau of Reclamation and Canyon County.

On December 8, 2023, the Board of County Commissioners responded to Ms. Platt's request with a denial to utilize the County's easement, indicating the County did not want to improve, nor maintain the easement granted to the County from the 1978 agreement, as a public road. The Board of County Commissioners also indicated that the Bureau of Reclamation would not permit the transfer of the agreement to a private party, but Canyon County would not object to the transfer of the agreement to the Notus-Parma Highway District, if the District was willing to maintain the access as a road. To date, the County is not aware the Notus-Parma Highway District has agreed to any such transfer.

On December 8, 2023, the applicant provided a copy of her warranty deed and legal description to DSD and a request to the Board of County Commissioners indicating she did not believe Parcel #3 has access off of Indecision Ln, but only off of Goodson Rd (unimproved County easement.) This assertion is in conflict with all submitted documents considered during the 2021 approval.

On January 18, 2024, a private roadway and shared driveway certification (**Attachment D**) was submitted by the Goodson Family Trust and Joshua and Jenna Medina. The scope of the certification cited on page one is the statement that "Requirements associated with Administrative Lot splits indicate access to the parcel at the north of pivot owned by the Platt's should also take access from Indecision Lane through the Medina's property. Platt's desires to access from an existing drive that has been the traditional access for that part of the farm and are working with Canyon County team on that prospect. *They will take access from an extension for the shared driveway if necessary. This certification is meant to cover, to the current extent of construction, that possibility.* An easement for the shared driveway through the Medina's property is shown on the Record of Survey used to effectuate the lot splits. The last property to be served in the future from Indecision lane, falls beneath the information flyout flag in Figure 1 and the bottom right corner of Figure 2 across the D5.9 Lateral. If built in the future, this would fall into the individual driveway over 150' category under 10-07-03 of Canyon County Code."

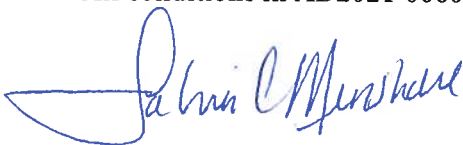
Attachment E is the submitted Road Users Maintenance Agreement (RUMA) included in the AD2021-0060/RD2021-0021 application, covering Indecision Lane.

Decision: Upon review by the Director of DSD, the application to amend AD2021-0060/RD2021-0021 is denied.

Request A- The applicant’s request to modify the condition to revise the need for a crossing agreement to the limit the building permit issuance for only parcel 4, would also fundamentally remove the requirement for a crossing agreement for parcels #1 and #3. Given the current approved access does cross a structure operated by Black Canyon Irrigation District, a crossing agreement is required. Parcel #1 has not received a certification of occupancy, although with written concurrence of BCID, construction did commence. In addition, the applicant has applied to the Bureau of Reclamation for a crossing agreement after substantial communication and alternative paths offered by BCID. The owners of parcel #1 originally applied to BCID for a crossing permit and according to communication from BCID, continues to be in discussions of what improvements are needed for approval. For parcel #3, the only circumstance which may negate a need for a BCID crossing agreement would be if the change to ingress/egress was approved. For clarification, **while the request for removal/modification of condition #7 is denied, if a crossing agreement is obtained by EITHER Bureau of Reclamation, or BCID, condition #7 will be considered to be fulfilled, as an agreement will not be issued by the Bureau of Reclamation without concurrence from BCID, which is the operator of the facilities.**

Request B- The request to modify the approved access for parcel #3 is denied. In review of all submitted documentation for both the original 2021 decisions and the additional materials submitted in 2023, the application was approved on the clear premise that an easement on the applicant’s property identified for ingress/egress existed. The 2021 RD decision for the reduction of the easement was also specific to identified segments shown in the record of survey, RUMA, and legal descriptions. If the applicant provides additional proof from subsequent title documents or new surveys, that the property was conveyed to her with conflicts from what was submitted in the 2021 application, the outcome would likely be that the approval for the land division would be invalid, and no building permits or certificate of occupancies could be approved. While research does show the alternative access requested of Goodson road is a County easement, as indicted in the Canyon County Board of Commissioners’ December 8th letter, the County does not have any operational need for the public good to improve or maintain the easement as a public road, or allow any new uses. The applicant’s offer of a Road User’s Maintenance agreement for the County easement, cannot occur. Road users’ maintenance agreements are private instruments used to illustrate improvement and maintenance roles for private roads, not for public access or use.

All conditions in AD2021-0060 and RD2021-0021 remain in place.



Sabrina C. Minshall, AICP
Director, Development Services

2/8/24

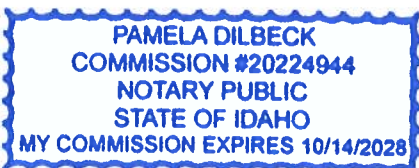
Date

State of Idaho)

SS

County of Canyon County)

On this 8th day of February, in the year of 2024, before me Pamela Dilbeck, a notary public, personally appeared Sabrina Minshall, 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



DSD Director Administrative Decision

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

AD2023-0060 Mod
Attachment A

Case Number: AD2021-0060/RD2021-0021

Parcel(s): R38437

Property Owner/Applicant(s): Edward Goodson

Request: The applicant, Edward Goodson, is requesting an administrative land division of Parcel R38437. The property is zoned "A" (Agricultural). The result of the request will create a total of four (4) parcels. Three (3) with building permits and one (1) agricultural only parcel. The result of the request also consists of a private road and easement reduction to serve the parcels.

Property History: The subject parcel, approximately 117.57 acres is "original parcel" as defined by CCZO (created prior to September 6, 1979 CCZO Section 07-02-03 see PI2020-0288).

Land Division (CCZO Section 07-17-03 & 07-18-01): Consistent with CCZO §07-18-01(1)B, the request meets the one-acre average minimum lot size requirements of the "A" Zone (CCZO §07-10-21(2)).

The request is also consistent with the following requirements of CCZO §07-17-03(3)F:

- Each parcel will maintain individual water rights after division is completed.
- A Record of Survey has been recorded (Instrument #2021-052318, Attachment A).
- Based upon the review of the application and review of County contour maps, the property does not contain slopes greater than 15%.
- The request was reviewed and accepted by Southwest District Health (SWDH), Caldwell Rural Fire District, Black Canyon Irrigation District and Notus-Parma Highway District. Following comments were received:
 - o Southwest District Health requires a septic permit at the time of building permit submittal.
 - o Caldwell Rural Fire District requires a permit at the time of building permit submittal.
 - o Black Canyon Irrigation will require a crossing agreement to be in place at time of building permits applied for.
 - o Notus-Parma Highway approved the proposed access via shared approach and require an approach permit at time of building permits.

Private Roads and Easement Reduction (CCZO Section 07-10-03): The applicant is requesting a private road of 60-foot wide. The proposed private road name, "Indecision Lane" is in substantial conformance with Section 06-05-13. The names are not duplicated by sound or spelling within Canyon County. As conditioned, the private road shall meet all minimum construction standards (CCZO Section 07-10-03(3)). Private road signage must be installed per the highway district standards. Per CCZO §07-10-03(1)B3, a Road User's Maintenance Agreement (RUMA) has been recorded (Instrument No.2021-052157).

The applicant is requesting an easement reduction of a shared access easement from 60-foot to 28-foot. The 28-foot wide shared access easement continues beyond the 60-foot Private Road access easement (severed by all parcels) to serve parcel 1 & 3 (Attachment B). Per CCZO §07-10-03(1)B2, an access easement must be 60' wide unless a reduction is approved by the Development Services Director. Per CCZO §07-10-03(1)D, the proposed 28' easement provides adequate access without creating safety issues. No evidence was provided or found showing the reduction would create impacts to neighbors or essential services. Therefore, a 28' wide easement will provide adequate access to parcel 1 & 3.


The parcel shall be divided in compliance with Instrument No. 2021-052318 (Attachment A), as follows:

- Parcel 1: 5.01 acres – Residential permit available
- Parcel 2: 97.82 acres – No building permit available (Agricultural Only)
- Parcel 3: 10.00 acres – Residential permit available
- Parcel 4: 5.01 acres – Residential permit available

*** New parcel numbers will be created by the Canyon County Assessor upon recordation of deeds ***

Decision: Upon review by the Director of DSD, the application to complete the requested land division, private road and easement reduction per §07-18-01, §07-17-03 & §07-10-03 is **APPROVED** subject to the following conditions:

- 1) The development shall comply with all applicable federal, state, and county laws, ordinances, rules and regulations that pertain to the property include the Idaho Right to Farm Act (Idaho Code § 22-4503)
- 2) An approach permit shall be obtained from Notus-Parma Highway prior to building permit issuance
- 3) Prior to building permit issuance, a septic permit is required by Southwest District Health
- 4) Prior to a certificate of occupancy, the private road shall be built to meet the minimum construction standards (CCZO Section 07-10-03(2) & (3)). The construction of driveways private roads longer than one hundred fifty feet (150') from a public street right of way to the most distant portion of an inhabited building and private roads shall be inspected and certified by the applicant's engineer before obtaining a certificate of occupancy.
- 5) A sign conforming to the applicable highway district standards shall be erected and maintained at the property owners' expense. Verification of installation of road signs shall be provided to DSD before Certificate of Occupancy.
- 6) 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.
- 7) Crossing agreement with Black Canyon Irrigation must be in place prior to the issuance of any building permit(s).


Steve Fultz, Director

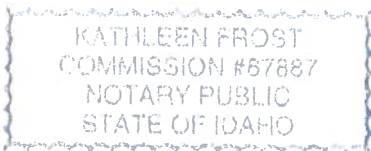
8/3/21
Date

State of Idaho)

SS

County of Canyon County)

On this 03 day of August in the year of 2021, before me Kathleen Frost a notary public, personally appeared Stephen Fultz, 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.

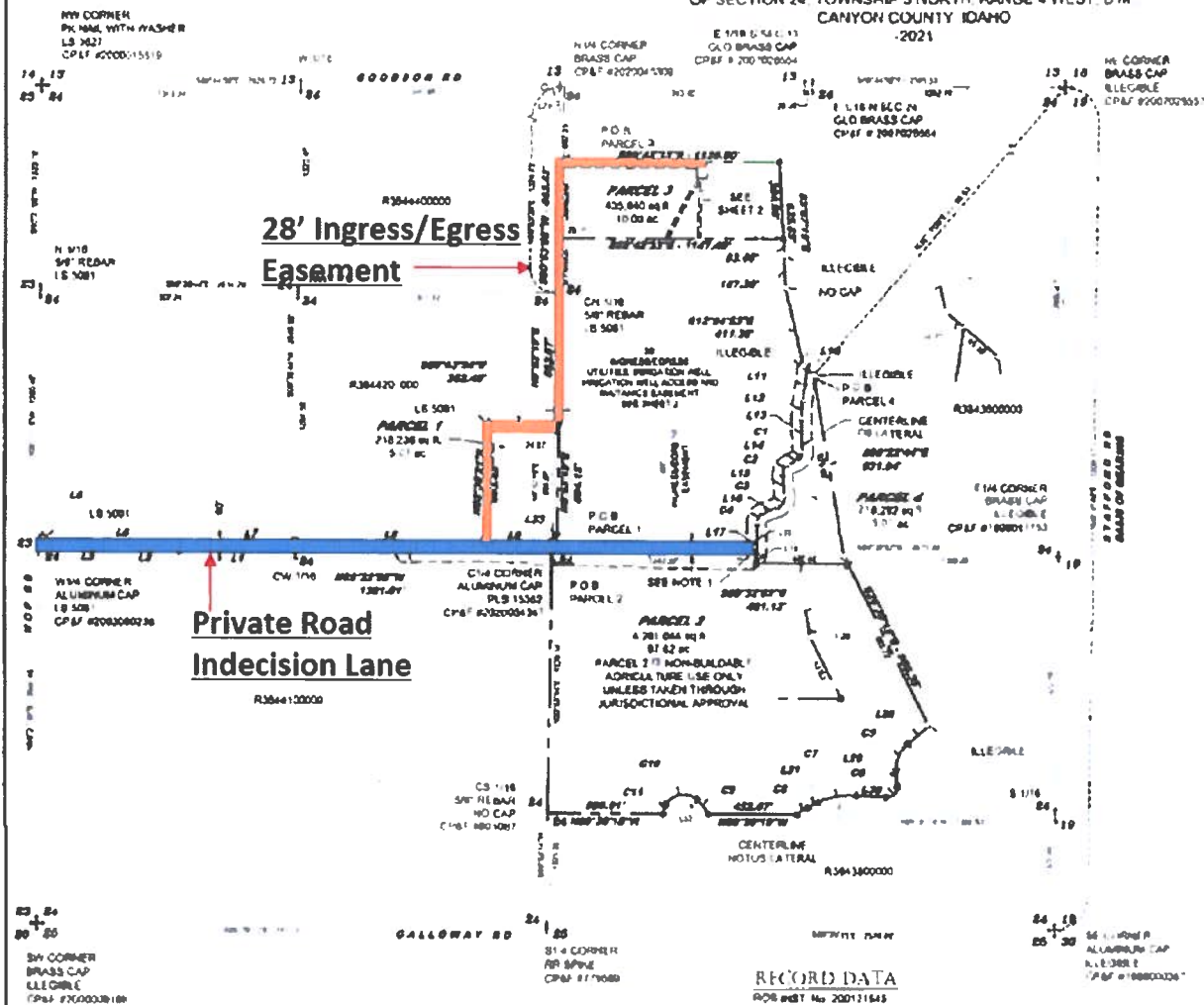


Notary K Frost
My Commission Expires 6-3-2022

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

**RECORD OF SURVEY FOR
GOODSON FAMILY TRUST**

A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, AND THE EAST 1/2,
OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST, B.M.
CANYON COUNTY IDAHO
2021



**28' Ingress/Egress
Easement**

**Private Road
Indecision Lane**

CERTIFICA
I, KENNETH H. COE,
IDAHO CERTIFIED
1. THIS PLAN REPRESENTS
2. THE LANDS SURVEYED
3. THE MONUMENTS OCCUPY THE POSITIVE
CORNER, AND BE
STATE OF IDAHO

RECORD DATA

ROB #827 No. 200131545
WARRANTY DEED #827 No. 81824
JUDGMENT INSTR. No. 888488 BOOK 30 PAGE 314 AND 315

NARRATIVE

THIS SURVEY WAS MADE AT THE REQUEST OF MALEE THOMAS TO
ESTABLISH THE BOUNDARY AS SHOWN BOUNDARY WAS DEFINED FROM
FOUND MONUMENTS OF RECORD.

NOTES

A CROSSING AGREEMENT FOR THE DR. LATERAL MUST BE
ESTABLISHED BEFORE SURVEY PLAN IS APPROVED.

CONTINUE DESCRIPTION FOR
GOODSON FAMILY TRUST
28' WIDE WELL ACCESS AND MAINTENANCE EASEMENT

Thence leaving said Center North 1/16 Corner and along the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 24, North 00°53'08" East, a distance of 662.42 feet;

Thence leaving said West line, South 89°42'33" East, a distance of 751.46 feet to the **POINT OF BEGINNING.**

Said Parcel containing 85,968 square feet or 1.97 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION.

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



**LEGAL DESCRIPTION FOR
GOODSON FAMILY TRUST
PARCEL 3**

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

BASIS OF BEARING:

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

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

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

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

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

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

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

END OF DESCRIPTION.

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





17338 Sunnysdale Place Caldwell, ID, 83607
(208) 350 - 9422
brentorton@ortonengineers.com

AP2023-0060 Mod
Attachment D

Private Roadway Certification

2301JM-Thomas ~ Indecision Lane
Canyon County, Idaho

Private Road Serving 18560 (and two other parcels) Indecision Lane and the Private Driveway to 18560 Indecision Lane

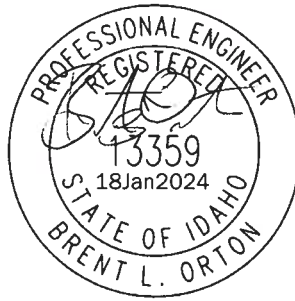
in Canyon County, Idaho

Owners:

**Goodson Family Trust,
Joshua & Jenna Medina**

Private Roadway and Shared Driveway Certification

18 January 2024





17338 Sunnydale Place Caldwell, ID, 83607
 (208) 350 - 9422
 brentorton@ortonengineers.com

Private Roadway Certification

2301JM-Thomas ~ Indecision Lane
 Canyon County, Idaho

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Tables & Figures

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Introduction

The Goodson Family Trust (Malee Goodson Thomas – Trustee) owns a property East of Hop Road, South of Goodson Road, and North of Galloway, and East of the Stafford Road alignment. The Trust has recently created administrative lot divisions (2021) that will allow homes on the Goodson Farm Pivot Corners and in an irregularly shaped enclave that is less efficient for farming. Two of these parcels have been sold to daughters and their spouses. The Trust has retained Orton Engineering to perform a private roadway evaluation for compliance with Canyon County Code 10-07-03 for private roads, individual driveways over 150' in length, and shared driveways serving two dwellings or more. The private road was named (Indecision Lane) and improved previously, presumably in connection with the administrative lot split process.



Figure 1: Canyon County Assessors Interactive Map, Subject Property (Accessed 14Nov2023)

Figure 1 shows an overview of the flag shaped subject parcel. The “flagpole” portion of the subject properties running East from Hop Road hosts Indecision Lane which provides access to the active farm, and adjacent farm parcels as well as the lot purchased from the Trust by Jenna and Joshua Medina with a home presently nearing completion just outside of the sweep of the irrigation pivot on the right side of the image. Additional detail is also visible in Figure 2 below. Requirements associated with the Administrative Lot Splits indicate access to the Parcel at the North of the pivot (just North of the highlighted blue-teal line) owned by the Platt's should also take access from Indecision Lane through Medina's property. Platts desire to access from an existing drive that has been the traditional access for that part of the farm and are working with the Canyon County team on that prospect. They will take access from an extension of the shared driveway if necessary. This Certification is meant to cover, to the current extent of construction, that possibility. An easement for shared driveway through Medina's property is shown on the Record of Survey used to effectuate the lot splits. The last property to be served in the future from Indecision Lane, falls beneath the information flyout flag in Figure 1 and the bottom right corner of Figure 2 across the D5.9 Lateral. If built in the future, this would fall into the individual driveway over 150' category under 10-07-03 of Canyon County Code.

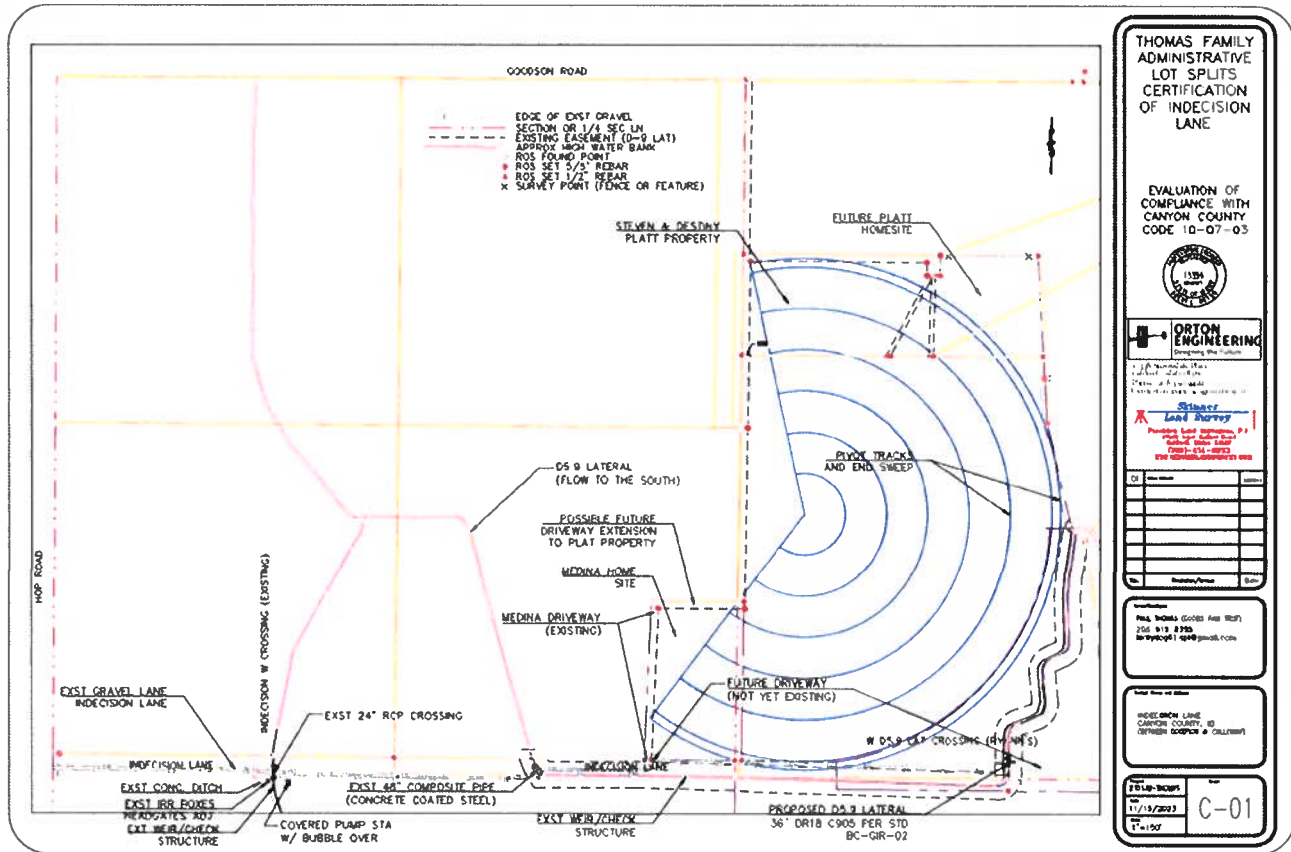


Figure 2 Site Overview Drawing of Indecision Lane and Existing and Future Driveways

Indecision Lane and Medina's driveway are the subject of this certification. If Platt's or a successor in interest build onto Medina's driveway with the existing easement, or the driveway to the East of the end of Indecision is built certification of those driveway segments will be appropriate at that time.

Table 1 of Canyon County Code 10-07-03 (also included here as Table 1 below) requires the private road serving no more than two dwellings to have a four-inch section of $\frac{3}{4}$ minus road mix base, graded and compacted with a minimum width of 12 feet as well as a sub base section of 9" of pit run if greater than 150' long. Indecision is a private road serving less than 100 daily trips (average daily traffic - ADT) and Medina's driveway is a driveway greater than 150' long built after January 19, 2005. Indecision must include a 20-foot-wide $\frac{3}{4}$ minus road section, while Medina's driveway should be 12 feet wide with four inches of $\frac{3}{4}$ minus road mix and 9 inches of pit-run ballast/subbase.

Average Daily Traffic is the average total inbound and outbound vehicle trips passing over a roadway in a day. The Institute of Transportation Engineers [ITE] has derived empirical predictions for traffic generation for various uses. Single family dwellings are expected to generate 10 trips per day including inbound and outbound trips. Indecision Lane would be expected to experience up to 30 residential trips per day once all newly created lots have a home built. Medina's driveway would be expected to experience 10 trips per day with the potential to serve 20 trips per day in the future.

Table 1 Canyon County Code 10-07-03 Table 1

	Subbase Or Ballast	Base Course	Plant Mix Pavement (ISPWC Class III Mix)	Surface Width
Driveways (serving a maximum of 2 inhabited buildings per definition in section 10-07-03 of this chapter)				
Existing driveways that add a second residence	n/a	4" thick 3/4" minus gravel base or equivalent recycled asphalt paving (RAP) graded and compacted	n/a	12' wide all weather driving surface
New driveways built after January 19, 2005	if less than 150' n/a if 150' or longer: 9" of uncrushed aggregate (pit run)	4" thick 3/4" minus gravel base or equivalent recycled asphalt paving (RAP) graded and compacted	n/a	12' wide all weather driving surface
Private roads (serving more than 2 permanent dwellings or inhabited buildings as defined in section 10-07-03 of this chapter):				
Private roads that are estimated to serve 100 ADT or less	n/a	4" thick 3/4" minus gravel base graded and compacted	n/a	26' wide all weather driving surface
Private roads that are estimated to serve more than 100 ADT	9" of minus 6" uncrushed aggregate (pit run)	6" of 3/4" crushed aggregate gravel	2.5" thick	24' for local roads and 26' for collector roads ¹

Indecision lane makes its connection to Hop Road halfway between Godson road and Galloway.



Figure 3 Photograph of Indecision Lane at the Connection to Hop Lane.



Figure 4 Google Map Indecision Lane with each evaluation point marked (Accessed 29Nov2023)

Orton Engineering observed 33 test holes (as well as a handful of additional shoulder section depths). Nine of these Test Holes were on Indecision Lane with the balance on the Medina Shared Driveway including repeated tests. The section depths for each test hole on Indecision Lane surpassed four inches of $\frac{3}{4}$ " minus crushed aggregate. Compaction was good at each of the test holes. Widths were also taken at each test hole location (at approximately 100-foot then 300-foot intervals and at the approach apron at Hop Rd). Width measurements varied from about 20 feet wide to 24 feet wide on Indecision lane. Medina's shared driveway widths ultimately satisfying the section depth requirements varied from 14 feet to 25 feet with the pit run and $\frac{3}{4}$ minus road mix sections described herein. Test hole locations for Indecision Lane are shown in Figure 4 and numbered from West to East. Table 2 presents the data associated with the Test Hole Locations. Most holes were terminated soon after surpassing the minimum depth. Some holes extended into the pit-run section by one to a few inches. Road mix depths and Section widths for Indecision Lane are noted in Table 2. If $\frac{3}{4}$ minus or pit run sub-base material continued at the point of termination, the immediate underlying material is identified in the table. Shoulder section depths were excavated and visually observed to validate the edge-of-aggregate. Shoulder edge-of-aggregate observations were collected by clearing the surface of weeds at each test transect. Most of the test holes reached pit run material showing that the $\frac{3}{4}$ minus road mix section is also underlain with a pit-run subbase (on Indecision). The Medina shared driveway test holes were repeated after completion of the appropriate section and confirmed placement of Pit Run and $\frac{3}{4}$ minus sections. While the Medina Driveway was constructed much wider than required by 10-03-07 of County Code, the Section did not originally satisfy the requirements for a private driveway. Original width measurements taken at each test hole extended from the confirmed edge-of-aggregate. With measurements vary on the Medina Driveway because a wider original section was constructed then a narrower section was added on top to satisfy the requirements of County Code. Test holes are characterized in the next section showing the number of tests observed in each general location between efforts to increase the section to the standard.

Because material had to be added to the Medina Driveway Section, the splits between pit run and $\frac{3}{4}$ minus vary. Because $\frac{3}{4}$ minus (road mix) is angular (crushed) and workable for a finished surface, Orton Engineering instructed the Contractor to add roadmix when doing so would achieve a total section depth in compliance with County Code. Consequently, some final sections are composed of a variety of pit run and road mix thicknesses. Orton Engineering has considered the road mix section to be required at a minimum of four



17338 Sunnydale Place Caldwell, ID, 83607
(208) 350 - 9422
brentorton@ortonengineers.com

Private Roadway Certification

2301JM-Thomas ~ Indecision Lane
Canyon County, Idaho

inches and believes it is appropriate to allow a substitution of pit run with road mix (road mix is a superior product). We believe this creates an equal and better section in instances when the section is composed partially of road mix instead of pit run. While it would have been less expensive to have pit more pit run and less road mix, it was considered impractical to attempt to remove already placed road mix to add pit run and a superior end product.

For the Medina Driveway several repetitions of test holes were conducted after efforts to bring the section into compliance with County Code for a Driveway over 150 feet in length built after January 19, 2005. The numerous repeat test holes performed on the Medina Driveway are visible in Figure 5. Orton Engineering typically takes a test hole every 100 feet on a driveway of this length (test holes are less frequent on much longer roads – for instance, every 300 feet and at points of interest along Indecision Lane). Data associated with the driveway test holes are presented in Table 3.

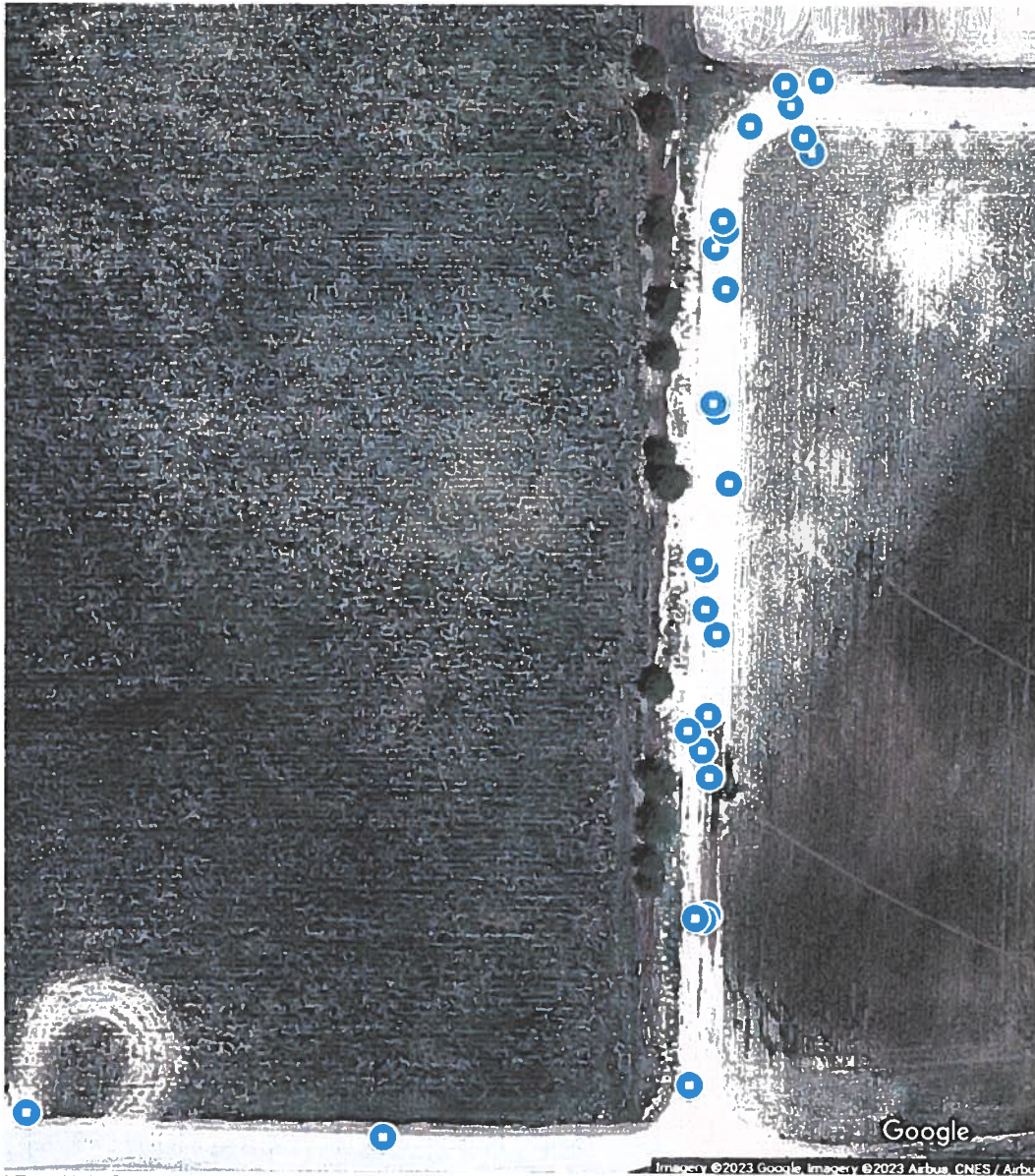


Figure 5 Final Test Hole Scatter on Medina Driveway (Google Maps - Accessed 22Dec2023). The Southernmost Test Hole is on a constructed knuckle and was included with Indecision Lane.

For the Test Holes collected second from the South (on the Knuckle), note that the section had added pit run as part of the response to corrections. The final validation of this hole relied on the pit run depth and added road mix to achieve the final section depth. This is characterized in the next section. All other holes were fully excavated to native material (on the driveway only) each time and for final validation.

Overall Analysis



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Private Roadway Certification

2301JM-Thomas ~ Indecision Lane
Canyon County, Idaho

The summaries of the Test Hole data in Table 2 Test Hole Log – Indecision Lane and Table 3 provide two images at each test hole location. Only the final image complying with Canyon County Code is provided (for clarity). Other data are available upon request to Orton Engineering, LLC. Images on the left show the final test hole depths. Images on the right provide a vicinity view with the nearest two (as applicable) test hole locations included in the image. These can be correlated to Figure 4 and Figure 5.

Table 2 Test Hole Log – Indecision Lane






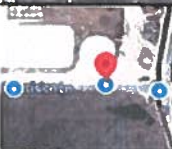


















Private Road (Indecision Lane) and Shared Driveway Certification - Observation Data - Collected 15,16, Nov2023, 7,8,18,20,21 Dec, 2023 by Orton Engineering, LLC									
Observation No.	Description	3/4- Dept h	Below w 3/4-	Total Sect	RD Wid th	W Req' d	Passes ?	Notes	Test Hole - Vicinity
TH1	Indecision Lane near Hop Road. TH on shoulder.	4.4		4.4	25	20	Passes	Very Well Compacted	 
TH2	Center of Road	6+	Pit- Run	6+	22.7	20	Passes	Well compacted More than 6" Terminated at 6"	 
TH3	Good road section - significant build up from property to the North	6.25+	Pit- Run	6.26+	21.5	20	Passes	Well compacted Terminated at 6.25"	 
TH4	Shorter Spacing to check section over culvert. Significant Section Depth	6.25+	Pit- Run	6.26+	24	20	Passes	Section was 18.5'. Additional Pit run was added to achieve code min.	 
TH5			Pit- 6 Run	6+	24.5	20	Passes	Well compacted	 
TH6	Shorter Spacing to check section over culvert. Originally short width at culvert	6.5+	Pit- Run	6.5+	18- 20'	20	Passes	Good section over culvert, well compacted.	 
TH7	Nearby to TH6 to demonstrate width is appropriate	6+	Pit- Run	6+	25	20	Passes	Wide Section RM on Pit Run. Tested to illustrate good width except at Culvert TH6	 
TH8	Mid btwn Culvert and End of Indecision Lane - checked Shoulder here as well (4'+)	5.75+	Pit- Run	5.75+	21.5	20	Passes	Deep RM on PR (took Shldr Shot 5" RM to PR)	 
TH9	Nuckle - end of Indecision, begin Medina Driveway	6.25	No PR	6.25	42'	20	Passes	Well Compacted	 

Table 3 Test Hole Data - Medina Driveway from Indecision Lane Knuckle to Medina Home Driveway Apron

Private Road (Indecision Lane) and Shared Driveway Certification - Observation Data - Collected 15,16, Nov2023, 7,8,18,20,21 Dec, 2023 by Orton Engineering, LLC									
Observation No.	Description	3/4- Dept h	Belo w 3/4-	Total Sect	RD Wid th	W Req' d	Passes ?	Notes	Test Hole - Vicinity
THM1 THM1(7Dec2023) 18DecTHM1 20Dec2023THM1	No-PR PR Added, insuf Sec PR and RM, Insuf Sec PR and RM - Exceeds	7	7.5" PR	14.5	14	12.0	Passes	Four TH, Achieved Compliance on 20 Dec, 2023 - Pic - PR Plus 7 for final	
THM2 New 7DecTH 18DecTHM2 20DecTHM2	5.75RM no PR 22' 6.25 RM/PR 21' 3"RM8.75 PRmx 17.5' 14" Sec RM/PR 16.5'	4.75	8.75 pr mx	14.5	17	12	Passes	Achieved Compliance on 20 Dec 2023	
THM3 8Dec 18Dec 20Dec	DW7.5RM - PR 19' 4RM 2.5PR 10.25 Mx 16.25' 14" Mx 17' W	11.5	2.5 PR	14	17	12	Passes	Achieved Compliance on 20 Dec 2023	
THM4 8Dec 18Dec 20Dec 21Dec	7.5" 19' 7.5" 17' 8.75" 17' 9 3/8" 17' 14" 15'	14"mx	Pit- Run	14	15	12	Passes	Achieved Compliance on 21 Dec, 2023	
THM5 8Dec 20Dec 21Dec	5rm 3 pr 5.25" sec 22' 5.5" Sec 16' 13.25" Sec 17'	13.25	Pit- mx Run	14	25	12	Passes	Achieved Compliance on 21 Dec, 2023	
THM6 (8Dec) 18Dec 21Dec	7.5" 10.25 on Sand 22.3' 14+ 16.5'	14+	Pit- mx Run	14	17	12	Passes	Achieved Compliance on 21 Dec, 2023	

As of December 21, 2023:

The Private Road known as Indecision Lane meets and exceeds the standards set forth in Canyon County Code 07-10-03 for Private Roadways for section depth and width. Further, the Driveway from the end of Indecision Lane to the Medina Home (18560 Indecision Lane) Concrete driveway apron at their new home exceeds the requirements of Canyon County Code 07-10-03 for a private driveway serving two inhabited dwellings in terms of both section depth and width. Note that the Medina Driveway is expected to serve an additional dwelling in the future. The extension of the driveway will need to be certified at that time. This certification is operative for the section depicted herein.

These road sections are expected to perform without deficiency under continued farm and vehicular traffic.



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brentorton@ortonengineers.com

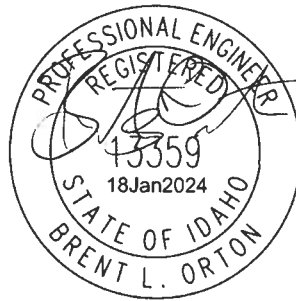
Private Roadway Certification

2301JM-Thomas ~ Indecision Lane
Canyon County, Idaho

Based on these observations, Orton Engineering, LLC certifies Indecision Lane and the shared driveway serving the Medina Home to satisfy the requirements of Canyon County Code.

I hereby state that on based on observations conducted on in November and December of 2023, that the presently constructed Private Roadway known as Indecision Lane and the driveway (meant to be shared in the future) serving the Medina Home at 18560 Indecision Lane is constructed to meet or exceed the Standards required under Canyon County Code 10-07-03 Table 1 for the Average Daily Traffic predictions (projected in accordance with the current edition of the Institute of Transportation Engineers Trip Generation Manual).

**Brent L. Orton, PE, MSCE
Orton Engineering, LLC**



AD2023-0060 Mod
Attachment

2021-052157 E

RECORDED

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00633419202100521570040044

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=4 MBROWN

\$16 00

AGR

THOMAS PAUL



**Canyon County
Recorder's Office
Document
Cover Sheet**



PRIVATE ROAD MAINTENANCE AGREEMENT

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

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

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

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

In witness whereof, the parties have executed this agreement on this 20th day of July, 2021.

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

Edward M. Goodson
Edward M. Goodson

Joyce M. Goodson
Joyce M. Goodson

STATE OF IDAHO)
 :SS
County of Canyon)

2021-051180

RECORDED

07/21/2021 03:56 PM



CHRIS YAMAMOTO

CANYON COUNTY RECORDER

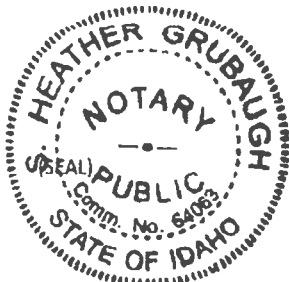
Pgs=1 HCRETAL

\$10.00

AGR

PAUL THOMAS

On this 21st day of July, 2021, before me, a Notary Public, personally appeared Edward M. Goodson and Joyce M. Goodson, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



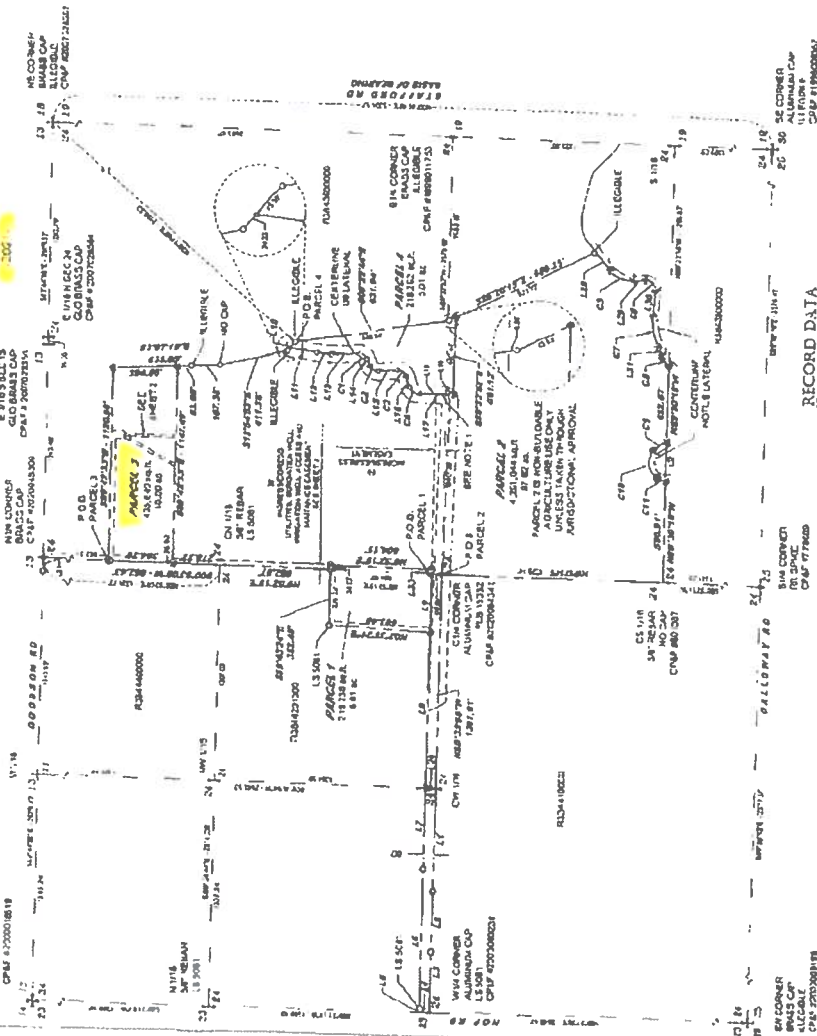
Heather Grubaugh
Notary Public for Idaho

My Commission Expires: 8/1/26

EXHIBIT 'A'

RECORD OF SURVEY FOR
GOODSON FAMILY TRUST
A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND THE EAST 1/2
OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST, B.M.
CANYON COUNTY, IDAHO

BY CORNER
1/4 CORNER WITH ABE-USER
1/4 CORNER
C.M.P. # 20001819



LEGEND

SECTION COR. MONUMENT AS NOTED	1/4 COR. MONUMENT AS NOTED
1/4 COR. MONUMENT AS NOTED	1/4 COR. MONUMENT AS NOTED
FOUND 1/2 REBAR AS NOTED	FOUND 5/8\" REBAR AS NOTED
FOUND 1\" REBAR AS NOTED	FOUND 1\" REBAR IN PIRE
SET 1\" REBAR W/ CAP \"WC PLB BLD\"	SET 1\" REBAR W/ CAP \"ALC PLB BLD\"
CALC POINT	POINT OF BEGINNING
WYTHE'S CORNER	W.C.
ADJACENT LINE	BOUNDARY LINE
SECTION LINE	ROUTE OF WAY LINE
PARCEL LINE	PARCEL LINE
\"B\" LINE	\"B\" LINE

CERTIFICATE

I, KENNETH A. COOK, A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, HEREBY CERTIFY THAT:
1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF MALEE THOMAS
2. THE LANDS SURVEYED LIE WITHIN SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST ROSS HARBOR AND THE SURVEY WAS COMPLETED ON APRIL 26, 2021.
3. THE MONUMENTS SPECIFIED ON THE PLAT ARE OF THE CHARACTER BOOKMAKING AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND KIND TO CORRECTLY DEFINE THE BOUNDARY OF THE SURVEYED LANDS AND ARE IN ACCORDANCE WITH THE ACT OF LAND CODE 55-1801 THROUGH 55-1812.

RECORDED
APRIL 27 2021



1100 W. WYTHE ST. SUITE 200A, DONALDSON
IDAHO 83424
PHONE: 208-338-8888
FAX: 208-338-8888
WWW.TIMBERLINESURVEYING.COM
E-MAIL: INFO@TIMBERLINESURVEYING.COM

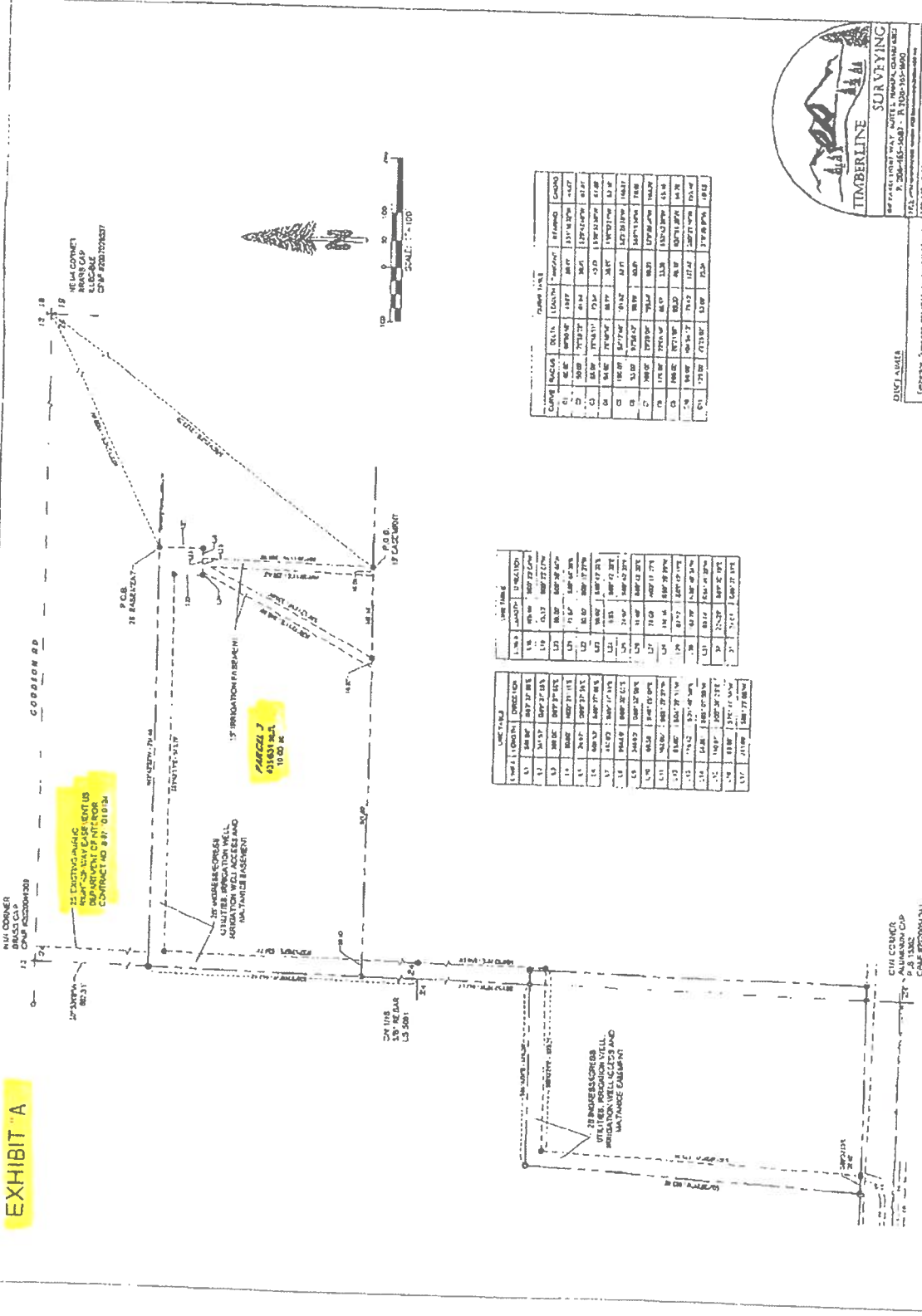
RECORD DATA
BOOK 1100 PAGE 1111
JUDGMENT DATED 08/11/2021 BY JUDGE
JUDGMENT DATED 08/11/2021 BY JUDGE

NARRATIVE
THIS SURVEY WAS MADE AT THE REQUEST OF MALEE THOMAS TO ESTABLISH THE BOUNDARY AS 3 ADJ. BOUNDARY WAS DERIVED FROM FOUND MONUMENTS OF RECORD.

BASIS OF BEARING
THE EAST LINE OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST, ROSS HARBOR TOWNSHIP NORTH 00° 45' 48\" EAST AND 208 HANCE BETWEEN MONUMENTS FOUND TO BE 30M SUFF.

NOTES
A CROSSING AGREEMENT FOR THE LATERAL RIGHT OF ESTABLISHMENT IS BEING PREPARED BY THE SURVEYOR.

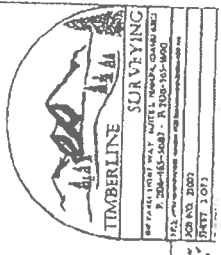
EXHIBIT A



TYPE TABLE

LINE NO.	START	END	LENGTH	AREA
1	0+00	0+10	10.00	100.00
2	0+10	0+20	10.00	200.00
3	0+20	0+30	10.00	300.00
4	0+30	0+40	10.00	400.00
5	0+40	0+50	10.00	500.00
6	0+50	0+60	10.00	600.00
7	0+60	0+70	10.00	700.00
8	0+70	0+80	10.00	800.00
9	0+80	0+90	10.00	900.00
10	0+90	1+00	10.00	1000.00

LINE NO.	START	END	LENGTH	AREA
11	1+00	1+10	10.00	1100.00
12	1+10	1+20	10.00	1200.00
13	1+20	1+30	10.00	1300.00
14	1+30	1+40	10.00	1400.00
15	1+40	1+50	10.00	1500.00
16	1+50	1+60	10.00	1600.00
17	1+60	1+70	10.00	1700.00
18	1+70	1+80	10.00	1800.00
19	1+80	1+90	10.00	1900.00
20	1+90	2+00	10.00	2000.00





CANYON COUNTY COMMISSIONERS

Leslie Van Beek
District I

Brad Holton
District II

Zach Brooks
District III

Exhibit 9

1115 Albany ❖ Caldwell, Idaho 83605 ❖ Telephone: (208) 454-7507 ❖ Fax: (208) 454-7336

January 23, 2024

Destiny Platt
19114 Galloway Rd.
Caldwell, Idaho 83607

Re: Request for meeting

Dear Ms. Platt,

Thank you for your most recent letter which included a request for a meeting to discuss residential access to your parcel. We understand from your letter that you've submitted an application to the Development Services Department to amend a related administrative decision AD2021-0060/RD2021-0021. The Board may also serve as the appeal board over that application and because the issues are interrelated our preference is to postpone any conversation with you about the Bureau of Reclamation right-of-way until such time as the amendment application is final. If your amendment application is appealed for any reason the Board can also discuss your request with you at that hearing.

Sincerely,

BOARD OF COUNTY COMMISSIONERS



Commissioner Leslie Van Beek



Commissioner Brad Holton



Commissioner Zach Brooks

ZJW:jc

RECEIVED

JAN - 5 2024

CANYON COUNTY
COMMISSIONERS

Copy PA
DSD

January 5, 2024

Destiny Platt
19114 Galloway Rd
Caldwell, ID 83607

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

RE: Response to Letter regarding Public Right of Way Access to Private Property

Dear Board of Commissioners,

Thank you for your response letter. I would like to take this opportunity to request your reconsideration to meet. My reason for the reconsideration is to address some incorrect information stated in your letter regarding access to my property. I have only recently discovered this error and wanted to inform the Board of this discovery. You stated I am asking the County to approve my use of a right-of-way in lieu of a previously approved access from a private road. The approved access from a private road that you mention does not exist. The administrative decision states that I have access and cites the record of survey. If you look at the record of survey, it does not show a residential access easement to my parcel, only a farm maintenance easement to access the farm well. Further investigation shows the only access to my parcel is from the existing right-of-way which is also cited on the record of survey.

I would also like to take this opportunity to address a few of your other concerns. I am not asking the County to maintain the right-of-way easement or to have the County operate it as a public road. I am merely asking for the County to acknowledge the existing contract shows the necessary ingress/egress access to my property for residential purposes.

As stated in my previous letter the impact of our residence on the 662 feet will be minimal as it is already under constant use from surrounding farmers and the existing residence. Allowing usage for our residence will actually assist in sharing the cost of maintenance with the existing residence. It will not add any additional costs or burdens to the county or the highway district. It would fall to a road maintenance agreement between the existing residence and our new residence as the county would require. It also makes the most sense for EMS access as it would be a much more direct route to our home in case of an emergency.

I filed an amendment to the administrative decision AD2021-0060/RD2021-0021 on November 29th. I recently supplied my warranty deed and legal description to Canyon County DSD on January 4th regarding my recorded access

I would like to request for the Board to reconsider my original request of being placed on your agenda to further discuss this matter. I feel an in person discussion would be very helpful to both the County and I to obtain a quick resolution.

I look forward to meeting with the Board at your earliest convenience. Thank you for taking the time to read my request for reconsideration. I have included a copy of our warranty deed and legal description citing the record of survey's access to my property and pertaining instrument numbers.

Sincerely,



Destiny Platt



CANYON COUNTY COMMISSIONERS

Leslie Van Beek
District I

Brad Holton
District II

Zach Brooks
District III

1115 Albany ❖ Caldwell, Idaho 83605 ❖ Telephone: (208) 454-7507 ❖ Fax: (208) 454-7336

December 8, 2023

Destiny Platt
19114 Galloway Rd.
Caldwell, Idaho 83607

Ms. Platt,

The Board received your letter of October 26, 2023, and appreciates your thoughtful inquiry into the County's 1978 right-of-way agreement with the Bureau of Reclamation. Until we received your letter the Board was unaware of the agreement.

In considering your request, the Board understands that you are asking the County to approve your use of the right-of-way to access your property in lieu of a previously approved access from a private road. The Board is concerned that granting your request would commit the County to maintain a public road within the jurisdiction of an existing highway district—committing general tax revenue to a purpose for which the area property owners fund an existing separate tax revenue district.

We've also taken the opportunity to review the County's use of this agreement and have found no indication that the County has maintained the right-of-way easement or operated a public road pursuant to the agreement. As you know, the County does not currently maintain any public roadways and all public roads within the County are maintained by a highway district, a city, or the state.

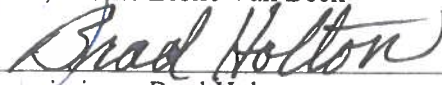
Although we cannot grant your request for the reasons stated, and we understand that the Bureau will not permit the transfer of the agreement to a private party, we would not object to the transfer of the agreement to the Notus-Parma Highway District if the District is willing to maintain the access as a public road.

Sincerely,

BOARD OF COUNTY COMMISSIONERS



Commissioner Leslie Van Beek



Commissioner Brad Holton



Commissioner Zach Brooks

cc: DSD, CCPA

October 25, 2023

Destiny Platt
19114 Galloway Rd
Caldwell, ID 83607

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

RE: Public Right of Way Access to Private Property

Dear Board of Commissioners,

I am writing this letter to formally request to be added as an item on your next agenda to address a recorded Road Public-Right of Way access that Canyon County was granted from the Bureau of Reclamation in 1978 that borders my property.

A few concerns that Development Services has continued to deny my request to access my property from Goodson Rd for a building permit is as follows:

1. This access has been used as a farm access and not residence, hence changing use
2. The County has never maintained it and BOR can terminate/abandon the agreement
3. This access agreement was only given to the one residence that currently resides on it
4. This access is a Private Road
5. This access is a Driveway
6. This access requires a Variance from 60 feet to 25 feet
7. Bureau of Reclamation needs to contact us to clarify this document

I would like to make the Board aware that this is a topic that has been ongoing with DSD since 2021. I will narrow this down to the most recent activity. After months of requesting an in person meeting with Building Services I was finally able to meet with several staff members and legal to clarify what the 662 feet from Goodson road to the top of my property falls under so that I can be sure I am following the correct process to obtain access to my property for a building permit. It was finally agreed by all parties that this 662 feet is in fact a public right of way access. I have now been directed to bring this before the Board of County Commissioners.

In trying to understand where Building Services is coming from and what guidelines I need to be following, I have done some research and found the following Idaho Statutes to be helpful in clarifying what this access should be classified as and what guidelines and limitations or lack thereof are to be followed. Please see the following Idaho Codes below. I will shorten and summarize the sentences that pertain but please feel free to look them up in their entirety. My opinions are highlighted at the end of each one.

40-102(1)(a) "Access easement" If the easement does not specify the type of use which may be made of the easement, for example, farm access, heavy industrial, etc., the easement is not limited to any type(s) of access. (The Public Right of Way contract does not specify a type of use. It also has been serving one residence prior to the creation of said contract. Therefore not changing the use of the access from farm to residential as it has always served both.)

40-203(2) Abandonment and Vacation of County and Highway District System Highways or Public Rights-of-Ways. No highway or public right-of-way or parts thereof shall be abandoned and vacated so as to leave any real property adjoining the highway or public right-of-way without access to an established highway or public right-of-way. The burden of proof shall be on the impacted property owner to establish this fact. (This access must remain in place due to the existing landlocked residence. My property is not landlocked and building services has stated that this would therefore only apply to the one existing residence and that it could terminate my access. In my opinion, making the access a private access. However because no agreement can be made between a governmental agency and a private party regarding property accesses, this access must remain public, therefore not allowing it to terminate access to my property with no limitation to the use, i.e. residential vs farming.)

40-109 (5) "Highways" mean roads, streets, alleys and bridges laid out or established for the public or dedicated or abandoned to the public. Roads laid out and recorded as highways, by order of a board of commissioners, and all roads used as such for a period of five (5) years, provided they shall have been worked and kept up at the expense of the public, or located and recorded by order of a board of commissioners, are highways. (There is no Idaho code definition for driveway or private road. The County definitions do not fit the recorded contractual agreement between Canyon County and BOR. This code has been the most accurate definition regarding the 662 feet from Goodson road to my property line.)

40-120 (8) "Street" means a thoroughfare, alley, highway or a right-of-way that may be open for public use but is not part of a public highway system nor under the jurisdiction of a public highway agency. (The County or Highway District has not maintained this public-right-of-way, but that does not change the fact that it is accessible and open to the Public. It has been maintained by a private individual/farmers since the existence of the contract and can continue to be maintained by private individuals if the County wishes.)

40-2312 Width of Highways. (1) Where the width of a highway is stated in the plat, dedication, deed, easement, agreement, official road book, determination or other document or by an oral agreement supported by clear and convincing evidence that effectively conveys, creates, recognizes or modifies the highway or establishes the width, that width shall control. (The recorded agreement/contract states a width of 25 feet, therefore supporting the understanding that a variance does not qualify in this circumstance.)

**UPDATED AMENDMENT TO GOODSON
ADMINISTRATIVE LAND SPLIT
AD2021-0060/RD2021-0021**



The following amendments are to be considered individually

- Page 1/^{delet} following comments were received/Black Canyon. Replace the following statement of: Black Canyon Irrigation will require a crossing agreement to be in place at time of building permits applied for with the statement provided by Black Canyon Irrigation District's letter of acknowledgement with the requirements written under approval conditions.
- New statement to read as follows: Black Canyon Irrigation will require all irrigation easements to be retained free of obstructions and water canal to all properties.
 - OR
- New Statement to read as follows: A crossing agreement to be in place at time of building permits applied for.
- Page 2/under decision/modify statement #7) Crossing agreement with Black Canyon Irrigation must be in place prior to the issuance of any building permit(s).
- New statement to read as follows: Crossing agreement must be in place prior to the issuance of any building permit(s) to Parcel #4 as cited on record of survey for Goodson Family Trust.
- Access to Parcel #3 will no longer be from Indecision Ln, but off of Goodson Rd as it has always served both residential and agricultural use. The access to Parcel #3 from Goodson Rd has a 662 feet in length public road right-of-way as cited under Instrument # 835184, Contract # 8-07-10-L0194 between the Bureau of Reclamation and Canyon County.
- If Canyon County would like a road maintenance agreement to be put in place for the 662 ft, then such discussion will need to take place with the landowners of Parcel #3.

**LEGAL DESCRIPTION FOR
GOODSON FAMILY TRUST
25' WIDE INGRESS/EGRESS EASEMENT**

The following describes a twenty-five (25) foot wide Ingress/Egress Easement located in the North 1/2 of Section 24, Township 5 North, Range 4 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

BASIS OF BEARING:

BASIS OF BEARING:

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

BEGINNING at a point on the North line of said Section 24, Township 5 North, Range 4 West, Boise Meridian from which the Northeast corner of said Section 24 bears South 89°45'58" East a distance of 2540.53 feet;

Thence South 00°53'08" West, a distance of 662.33 feet;

Thence North 89°42'33" West, to a point on the West line of the Northwest 1/4 of the Northeast 1/4 a distance of 25.00 feet;

Thence along said West line North 00°53'08" East, to a point on the North line of the Northeast 1/4 a distance of 662.31 feet;

Thence along said North line South 89°45'22" East, a distance of 25.00 feet to the **POINT OF BEGINNING**.

Said Parcel containing 16,558 square feet or 0.38 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION.

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



AD2021-0060 / RD2021-0021

2023-038015

RECORDED

11/29/2023 09:55 AM



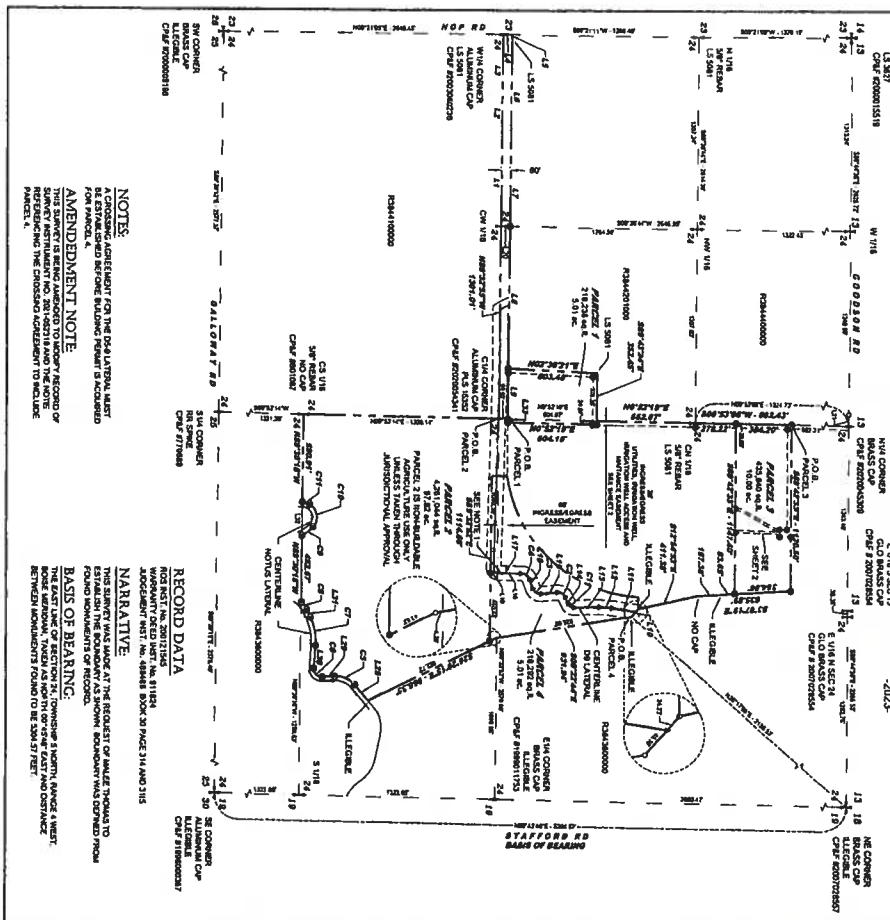
NOT OFFICIAL
SEE ORIGINAL IN RECORDER'S
OFFICE

CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 JWINSLOW \$10.00
SURVEY
GOODSON FAMILY TRUST

AD 2021-0860/AD 2021-0021 Amendment Application

AMENDED RECORD OF SURVEY FOR
GOODSON FAMILY TRUST

A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, AND THE EAST 1/2,
OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST, 5 M.,
CANYON COUNTY, IDAHO
2023



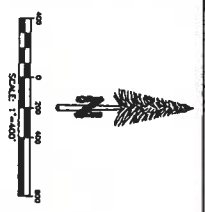
NOTES:
A PERSONAL OBSERVATION FOR THE RECORDAL PART
OF THIS SURVEY WAS MADE BY THE SURVEYOR
ON THE DATE OF THE SURVEY AND THE RESULTS
ARE SET FORTH IN THIS REPORT.
AMENDMENT NOTE
THIS SURVEY IS BEING AMENDED TO REFLECT RECORD OF
SURVEY AND THE CHANGES TO THE ORIGINAL
RECORDING AND THE CHANGES TO THE ORIGINAL
PARCEL 4.

RECORD DATA
THIS SURVEY WAS MADE AT THE REQUEST OF MAJIE THOMAS TO
CORRECT THE RECORD OF SURVEY FOR THE
RECORDAL PART OF THE SURVEY AND THE RESULTS
ARE SET FORTH IN THIS REPORT.
BASIS OF BEARING:
THE BEARING OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST,
CANYON COUNTY, IDAHO, IS 325° 15' 00" W, 1/4 SECTION 24,
CANYON COUNTY, IDAHO, IS 325° 15' 00" W.

CERTIFICATE
I, CHRISTOPHER J. YAMAMOTO, PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF
IDAHO, CERTIFY THAT:
1. THIS PLAN REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY
DIRECT SUPERVISION AND IN ACCORDANCE WITH THE METHODS OF MAJIE THOMAS.
2. THE LANDS SURVEYED IS WITHIN SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST,
CANYON COUNTY, IDAHO, AND THE SURVEY WAS COMPLETED ON NOVEMBER 23, 2023.
3. THE MONUMENTS SHOWN ON THE PLAN ARE OF THE CHARACTER SHOWN, AND
OCCUPY THE POSITIONS SPECIFIED AND WERE SUFFICIENTLY MARKED AND
CORRECTLY IDENTIFIED BY THE SURVEYOR AND THE SURVEYOR'S ASSISTANT.
4. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE METHODS AND
ACTS, STATUTE OF IDAHO CODE 55-1001.
DEPARTMENT CODE: _____
PLS. TRS: _____



TRIMBERLINE SURVEYING
BY TALLENTINE, S.V., SUT, S.W., S.W., S.W., S.W.
INDEX NO. 10-3-2-0-0-0



LEGEND

2 1/2"	SECTION COR. MONUMENT AS NOTED
1 1/2"	1/4 COR. MONUMENT AS NOTED
1 1/4"	1/8 COR. MONUMENT AS NOTED
1 1/2"	FOUND 1/4" REBAR AS NOTED
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Master Application

Canyon County Development Services 1115 Albany Street, Caldwell, ID 83605.

www.canyoncountydems.org Phone 208-454-7458 fax 208-454-6633

Owner(s) information:
 Name: Edward M. Goodson Address: 22670 Goodson Rd.
 Telephone: 208-713-2072 Fax: _____ Email: maleepaul6761@gmail.com
 City: Pema State: ID Zip: 83660
 Signature: (Owners) _____ Date _____
 I consent to this application and agree to 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 is eligible to sign.

Applicant: Representative / Business Name:
 Name: Malee Thomas **Additional Contact if applicable: Business Name:** _____
 Address: 1914 Cralloway Rd. Name: _____
 City: Caldwell State: ID Zip: 83607 Address: _____
 Telephone: 208-713-2072 Fax: _____ City: _____ State: _____ Zip: _____
 Email: maleepaul6761@gmail.com Telephone: _____ Fax: _____
 I certify this information is correct to the best of my knowledge. **Engineer / Surveyor if applicable: Business Name:** _____
 Name: _____ Phone: _____
 Address: _____ Fax: _____
 City: _____ State: _____ Zip: _____
 Email: _____

Signature: (Applicant) _____ Date _____

Site Information: Address: _____ Total Acreage: 117.84

Tax Parcel Number(s): 20-392- R38437

Quarter Section: NW Section: 24 Township: 5N Range: 4W Zoning: _____

Area of Impact: _____ Subdivision: _____ Lot: _____ Block: _____

Check application type:

- Administrative Applications**
- Assisted Care Facility
 - Bed and Breakfast
 - Day Care Facility
 - Reduction Frontage, Easement, Road Lot
 - Floodplain Development
 - Home Business New Application Renewal
 - Land Division Administrative
 - Mineral Extraction short term
 - Public Service Agency Telecom >75'
 - Parcel Inquiry
 - Property Boundary Adjustment
 - Quasi-Public Use
 - Sign
 - Temporary Use New Application Renewal
 - Utility Facility
 - Variance up to 33%
 - Wind Energy System Small
 - Zoning Compliance Certificate

**see 2nd pg for Plat RD.*

- Hearing Level Applications**
- Appeal
 - Comprehensive Plan Change Text Map
 - Conditional Use
 - Road Name Change
 - Time Extension
 - Variance
 - Zoning Ordinance Amendment Map Text

- Subdivision Applications**
- Final Plat
 - Short Plat
 - Preliminary Plat
 - Plat Amendment or Minor Replat
 - Simple Changes to a Plat
 - Vacation of Plat, Lot, Road, Easement

Office Use Only:	Case #: <u>402021-0060</u>	Received by: <u>[Signature]</u>	Date: <u>3-30-21</u>	Fees: <u>400</u>	Receipt #: <u>RD2021-0021</u>
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MASTER APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

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



PROPERTY OWNER	OWNER NAME:
	MAILING ADDRESS:
	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: _____ Date: _____

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

SITE INFO	STREET ADDRESS:
	PARCEL #: LOT SIZE/AREA:
	LOT: BLOCK: SUBDIVISION:
	QUARTER: SECTION: TOWNSHIP: RANGE:
	ZONING DISTRICT: FLOODZONE (YES/NO):

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

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

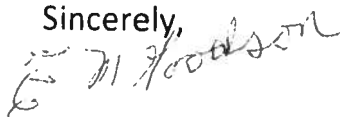
CASE NUMBER: RD2021-0021	DATE RECEIVED:
RECEIVED BY:	APPLICATION FEE: 80.00 CK MO CC CASH

March 29, 2021

Canyon County Development Services
1115 Albany St. Caldwell, ID 83605

This is a request to perform an administrative split on the property I own located in section 24 of T5N R4W of the Boise Meridian. I have owned and farmed this section of land since 1981. I wish to take the approved 3 splits provided by Canyon County Development Services of my 117.84 acre parcel to create 3 potential building lots. The remainder acreage would continue to be agricultural. Public access for proposed parcels 1 and 4 would be from Hop Rd. on the 60 ft. road owned by me and used for access to the agricultural property. Access to parcel 3 would be from the existing county road that borders the west side of the Bureau of Reclamation property, north of my parcel and is accessed from Goodson Rd. I have included the private road maintenance agreement, dated March 23, 2021, that provides details for building and maintaining the roads to the proposed parcels. Farm access to parcel 2 would remain as it is currently, which is both Hop Rd. and Goodson Rd. Please refer to Record of Survey for Goodson, Exhibit "A" map for proposed parcel locations. It is my wish to use the proposed parcels to minimize the impact to the farm and yet provide area for building lots.

Sincerely,

A handwritten signature in black ink, appearing to read "E M Goodson", written over the word "Sincerely,".

Edward M. Goodson

April 22, 2021

RE: Goodson Administrative Split

I am asking for a road easement reduction from 60' to 28' for the proposed road "Indicision Lane". This proposed road will travel west to east and will be used to maintain the agricultural irrigation well/water lines and provide access to a private residence. By locating this road on the most northern border of my property, my attempt is to minimize the impact on the availability of farmable acres. There is a center pivot irrigation system installed on this land and reducing the road width would allow this system to function without modification or redesign.

Sincerely,

A handwritten signature in cursive script, appearing to read "E.M. Goodson".

E.M. Goodson

PRIVATE ROAD MAINTENANCE AGREEMENT

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

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

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

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

In witness whereof, the parties have executed this agreement on this 26th day of July, 2021.

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

Edward M. Goodson
Edward M. Goodson

Joyce M. Goodson
Joyce M. Goodson

STATE OF IDAHO)
) :SS
County of Canyon)

Attached in new recording

2021-052157

~~2021-051180~~

RECORDED

07/21/2021 03:56 PM



00632336202100511800010018

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

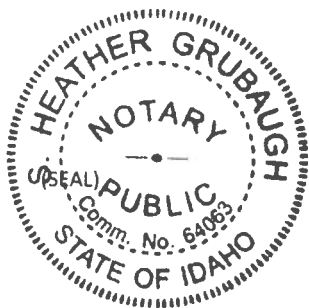
Pgs=1 HCRETAL

\$10.00

AGR

PAUL THOMAS

On this 26th day of July, 2021, before me, a Notary Public, personally appeared Edward M. Goodson and Joyce M. Goodson, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Heather Grubaugh
Notary Public for Idaho
My Commission Expires: 3/11/26

PRIVATE ROAD NAME APPLICATION
CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT
111 North 11th Avenue, #140, Cadwell, ID 83605
WWW.CANYONCO.ORG/DEV.SERVS Phone: 208-454-7458 Fax: 208-454-6633



Addressing Ordinance 0220 06-05-0929J & 06-05-111J, 3I. All street names shall be approved by the Director within the unincorporated area of the County designated for addressing by the County. The right to use a street or private road name, its accompanying street designation and right to install a sign for a street, proposed street and private road names for new subdivisions, proposed new private roads.

Applicant(s): Edward M. Goodson Phone: 208-713-2092
Please Print Name

2267D Goodson Rd Prert ID 83410
Current Street Address City/State Zip

Location of Private Road: Hop / Goodson
Two Nearest Cross Streets

Parcel Number of owner requesting private road name: R384137

The following must be provided as part of this application:

1. A dimensioned sketch showing the location, configuration and length of the private road.
2. A typewritten or printed list of names and addresses of all persons having a legal right to use the road. (They must sign below.)
3. A list containing a minimum of three proposed road names in preferential order, i.e. first choice as number one, etc.
 - a. First Choice: SUNSHINE LA ME
 - b. Second Choice: HOMESTEAD LA ME
 - c. Third Choice: INDEPENDENCE LA ME
4. If project requires multiple road names provide road names use this section. Mark on sketch which road names belongs to each road segment. If more than three road names are needed, please write them on a separate piece of paper.
 - a. First road name : _____
 - b. Second road name: _____
 - c. Third road name: _____

NOTE: Words that are difficult to spell or pronounce are generally prohibited. The Director may reject a street name if the street name is found to be vulgar, rude or offensive. Private road names cannot be first, last names, or initials. Proposed road names cannot use words, sound alike or similar spelling from an existing road name. If the parties who have the legal right to utilize the road cannot agree on a name, Development Services Department will take suggestions from all parties and make the final decision and approval. (9 06-05-14(13)). Please note that The County makes every effort to notify public and private agencies of new address, address changes or new private roads. The County cannot guarantee the agencies will update their records to reflect this new address, address change or new private road. It is suggested that you make "Suggestion Edits" on Google Maps to update your new private road and new addresses.

APP2021-00660 / RD2021-0021

We, the undersigned, declare that we are owners of all or portions of the land upon which the private road lies or have legal right of ingress and egress upon said road. We understand that we are responsible for the purchasing of a blue private road sign of a design approved by the Board of County Commissioners, and installed in accordance with the most current edition of the Manual Of Uniform Traffic Control Devices, such installation to be inspected and approved by the County Engineer. **We further understand that our address will change as a result of naming this private road.**

Signed: *E.M. Spredator* Date: 7/29/21
Primary Applicant/Property Owner Application Date

Signed: _____ Printed Name: _____ Date: _____
Applicant/Property Owner

Signed: _____ Printed Name: _____ Date: _____
Applicant/Property Owner

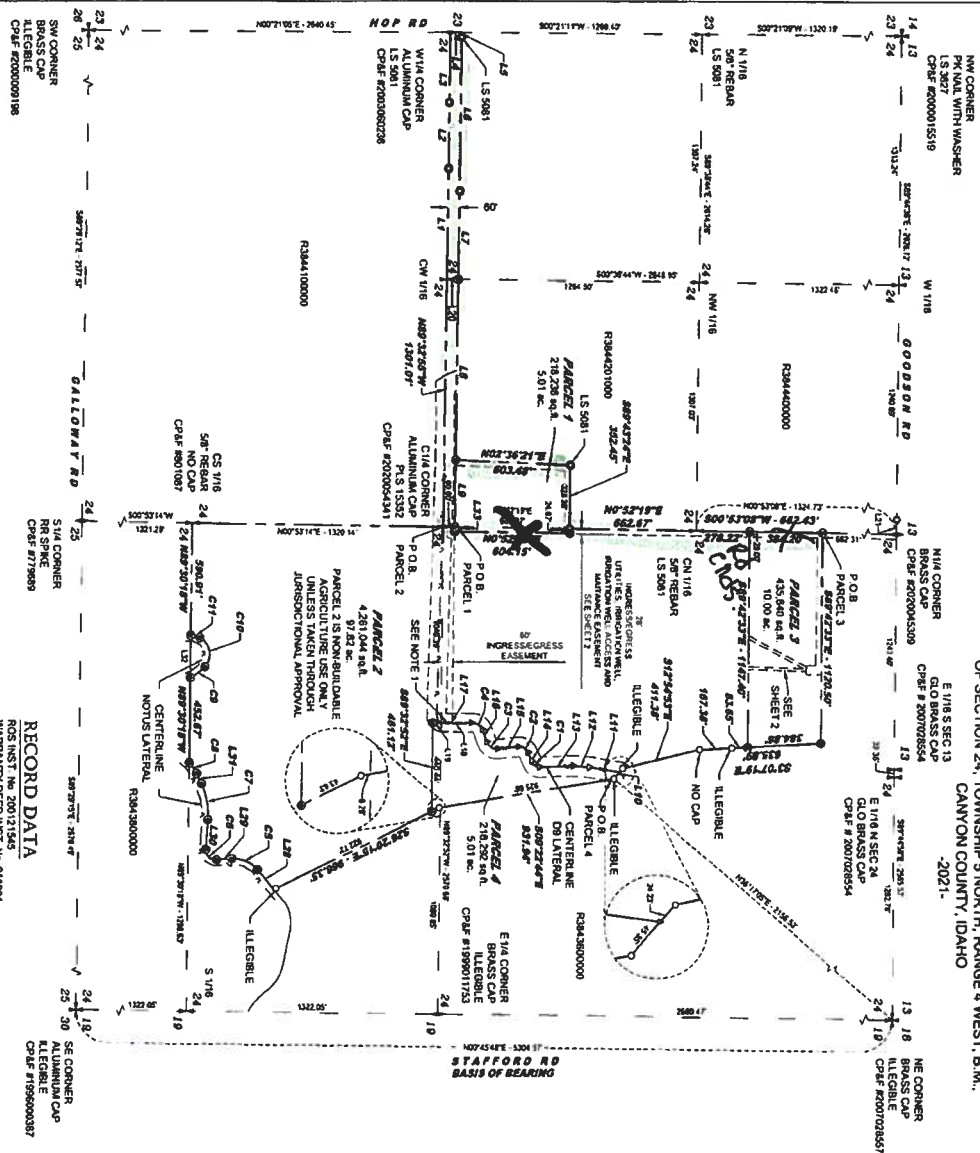
Signed: _____ Printed Name: _____ Date: _____
Applicant/Property Owner

Accepted By: *[Signature]* Date: 7.30.21
Director/Staff Signature Application Accepted

Office Use Only: Case #: _____ Received by: _____ Date: _____ Fees: _____ Receipt #: _____
Revised 11/20/2020

RECORD OF SURVEY FOR GOODSON FAMILY TRUST

A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, AND THE EAST 1/2
OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST, B.M.,
CANYON COUNTY, IDAHO
-2021-

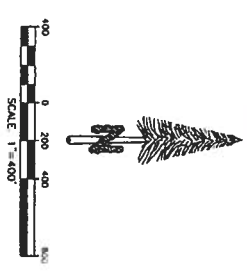


NOTES:
A CROSSING AGREEMENT FOR THE DILATORIAL MUST BE ESTABLISHED BEFORE BUILDING PERMIT IS ACQUIRED

RECORD DATA
ROCS INST. NO. 20012154
WARRANTY DEED INST. NO. 91184
JUDGEMENT INST. NO. 48448 BOOK 30 PAGE 314 AND 315

NARRATIVE:
THIS SURVEY WAS MADE AT THE REQUEST OF MALEE THOMAS TO ESTABLISH THE BOUNDARY AS SHOWN. BOUNDARY WAS DERIVED FROM FOUND MONUMENTS OF RECORD.

BASIS OF BEARING:
THE EAST LINE OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST, BOISE MERIDIAN, TAKEN AS NORTH 80°54'48" EAST AND DISTANCE BETWEEN MONUMENTS FOUND TO BE 5004.57 FEET



- LEGEND**
- SECTION COR. MONUMENT AS NOTED
 - 1/4 COR. MONUMENT AS NOTED
 - 1/8 COR. MONUMENT AS NOTED
 - FOUND 1/2 REBAR AS NOTED
 - FOUND 5/8 REBAR AS NOTED
 - FOUND IRON PIPE
 - SET 1/2 REBAR W/ CAP "KHC PLS 9895"
 - SET 5/8 REBAR W/ CAP "KHC PLS 9895"
 - CALC POINT
 - POINT OF BEGINNING
 - WITNESS CORNER
 - ADJOURNING LINE
 - BOUNDARY LINE
 - SECTION LINE
 - RIGHT OF WAY LINE
 - EASEMENT LINE
 - THE LINE

CERTIFICATE

1. KENNETH H. COOK, A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO CERTIFY THAT
 1 THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF MALEE THOMAS
 2 THE LANDS SURVEYED LIE WITHIN SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST, BOISE MERIDIAN, AND THE SURVEY WAS COMPLETED ON APRIL 20, 2021
 3 THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DISTRIBUTION AND IS IN CONFORMITY WITH THE CORNER PERPETUATION AND P.L.M.C. ACT OF THE STATE OF IDAHO CODE SS-1801 THROUGH SS-1812

P.L.S. 9895
KENNETH H. COOK

TIMBERLINE SURVEYING

607 PARK CENTRAL WAY, SUITE 1, NAHVA, IDAHO 83426
P: 208-465-5800 ~ F: 208-465-5500
www.timberlinesurveying.com

DISCLAIMER
Timberline Surveying assumes no responsibility for any omissions or errors appearing on this plat. Any ordinance to which building permits or the like apply shall be observed.

JOB NO. 20201
SHEET 1 OF 7

**LEGAL DESCRIPTION FOR
GOODSON FAMILY TRUST
28' WIDE INGRESS/EGRESS, UTILITIES, IRRIGATION WELL, AND IRRIGATION
WELL ACCESS AND MAINTENANCE EASEMENT**

The following describes a twenty-eight (28) foot wide Ingress/Egress, Utilities, Irrigation Well, a And Irrigation Well Access And Maintenance Easement located in the North 1/2 of Section 24, Township 5 North, Range 4 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

BASIS OF BEARING:

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

BEGINNING at a point from which the Northeast Corner of said Section 24, Township 5 North, Range 4 West, Boise Meridian bears North 70°15'16" East a distance of 1,938.26 feet;

Thence South 00°17'27" West, a distance of 78.00 feet;

Thence North 89°42'33" West, a distance of 50.00 feet;

Thence North 00°17'27" East, a distance of 50.00 feet;

Thence North 89°42'33" West, a distance of 673.75 feet;

Thence North 89°42'33" West, a distance of 673.75 feet;

Thence South 00°53'08" West, a distance of 634.71 feet;

Thence South 00°52'19" West, a distance of 690.38 feet;

Thence North 89°43'24" West, a distance of 329.21 feet;

Thence South 02°36'21" West, a distance of 575.54 feet;

Thence North 89°32'55" West, a distance of 28.02 feet;

Thence North 02°36'21" East, a distance of 603.48 feet;

Thence South 89°43'24" East, to a point on the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 24, a distance of 328.38 feet;

Thence along said West line, North 00°52'19" East, to the Center North 1/16 Corner of said Section 24, a distance of 662.67 feet;

CONTINUE DESCRIPTION FOR
GOODSON FAMILY TRUST
28' WIDE WELL ACCESS AND MAINTENANCE EASEMENT

Thence leaving said Center North 1/16 Corner and along the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 24, North 00°53'08" East, a distance of 662.42 feet;

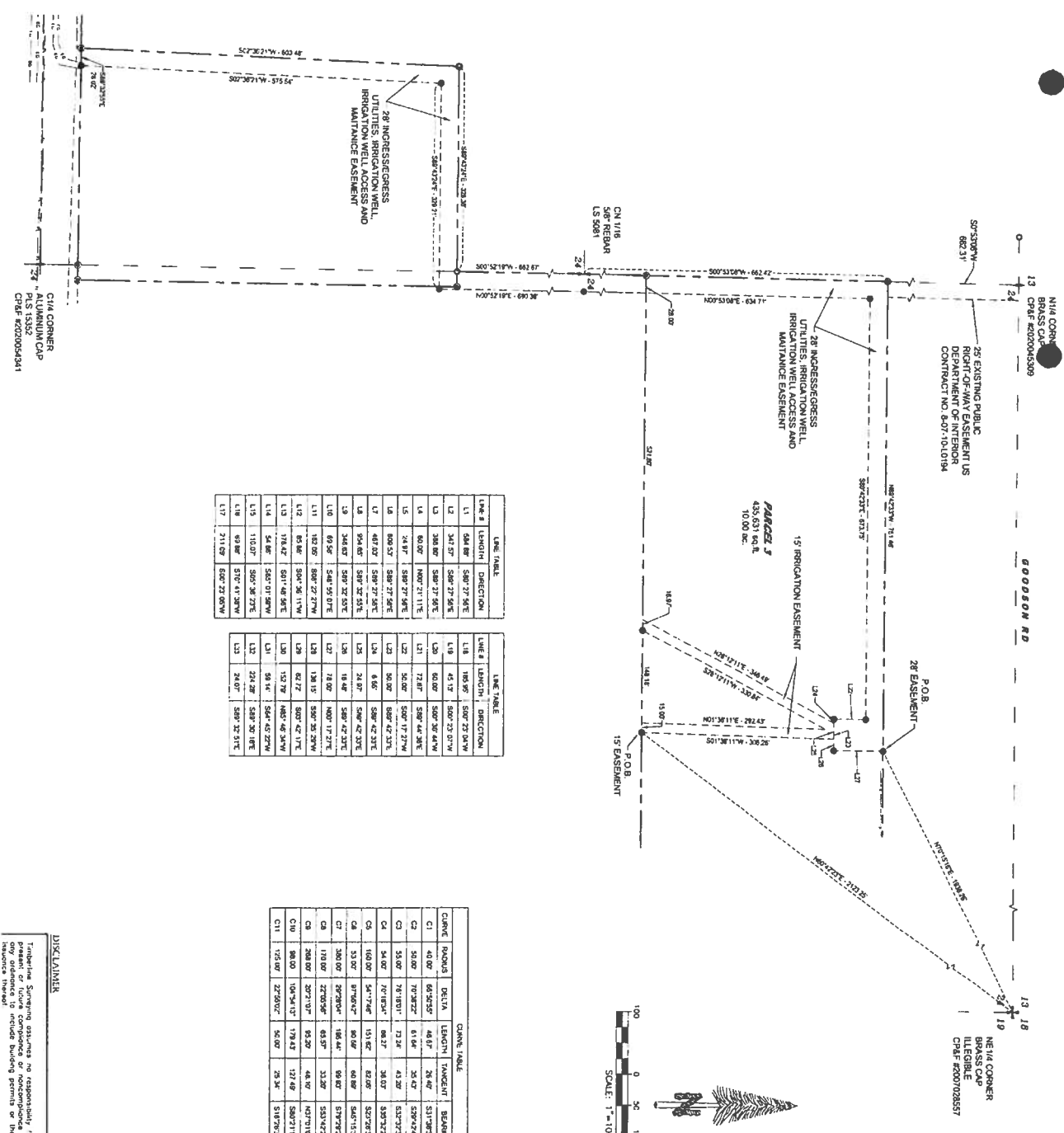
Thence leaving said West line, South 89°42'33" East, a distance of 751.46 feet to the **POINT OF BEGINNING.**

Said Parcel containing 85,968 square feet or 1.97 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION.

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





LINE #	LENGTH	DIRECTION
L1	604.89'	S89°27'56"E
L2	341.27'	S89°27'56"E
L3	308.87'	S89°27'56"E
L4	80.00'	S89°27'56"E
L5	72.87'	S89°27'56"E
L6	608.53'	S89°27'56"E
L7	467.02'	S89°27'56"E
L8	958.60'	S89°27'56"E
L9	348.67'	S89°27'56"E
L10	69.56'	S89°27'56"E
L11	182.05'	S89°27'56"E
L12	62.88'	S89°27'56"E
L13	118.42'	S89°27'56"E
L14	54.86'	S89°27'56"E
L15	115.07'	S89°27'56"E
L16	49.88'	S89°27'56"E
L17	211.02'	S89°27'56"E

LINE #	LENGTH	DIRECTION
L18	785.97'	S00°23'51"W
L19	43.15'	S00°23'51"W
L20	60.00'	S00°23'51"W
L21	72.67'	S00°23'51"W
L22	30.00'	S00°23'51"W
L23	50.00'	S00°23'51"W
L24	6.66'	S00°23'51"W
L25	24.87'	S00°23'51"W
L26	18.48'	S00°23'51"W
L27	138.15'	S00°23'51"W
L28	62.72'	S00°23'51"W
L29	82.72'	S00°23'51"W
L30	152.78'	S00°23'51"W
L31	99.14'	S00°23'51"W
L32	224.28'	S00°23'51"W
L33	24.07'	S00°23'51"W

CURVE	INOUS	DEG. A	SECT. I	TANGENT	BEARING	CHORD
C1	41.00'	65.5055°	48.97'	28.40'	S17°08'29"W	44.07'
C2	50.00'	70.8822°	61.64'	35.42'	S20°42'04"W	51.91'
C3	55.00'	74.1831°	73.24'	43.20'	S23°27'39"W	61.85'
C4	54.00'	74.1831°	68.37'	38.07'	S23°27'39"W	62.18'
C5	160.00'	54.1146°	151.62'	82.05'	S27°28'39"W	148.01'
C6	53.00'	87.0642°	60.40'	40.80'	S45°15'34"W	73.85'
C7	300.00'	27°28'04"	188.44'	69.80'	S79°28'24"W	191.72'
C8	118.00'	29°13'07"	63.50'	48.10'	S53°42'24"W	61.16'
C9	208.00'	29°13'07"	63.50'	48.10'	S53°42'24"W	61.16'
C10	880.00'	126°54'13"	178.42'	127.49'	S82°21'14"W	153.47'
C11	145.00'	22°26'02"	54.00'	25.34'	S18°29'31"W	49.88'

DISCLAIMER
 Timberline Surveying assumes no responsibility for any reliance to be placed on this plat or any other plat or map prepared by the firm without the presence of the surveyor's name and the date of the survey.



MT PARKWAY DRIVE, SUITE 100, WANDA, IDAHO 83456
 P: 208-865-5687 • F: 208-865-5690
 TIMBERLINE SURVEYING, LLC
 JOB NO. 2100
 SHEET 2 OF 2
 INDEX NO. 54-28-0-0-0-00

APPROVAL FOR PRIVATE ROAD NAME
CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605
www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



Addressing Ordinance § 06-05-09(2B) & 06-05-11(1, 3): All street names shall be approved by the Director within the unincorporated area of the County designated for addressing by the County. The right to use a street or private road name, its accompanying street designation and right to install a sign for a street. Proposed street and private road names for new subdivisions, proposed new private roads.

Applicants(s): Edward M. Goodson Date: 7/28/2021

22670 Goodson Rd Parma, ID 83660
Current Street Address City/State Zip

Location of Private Road: Hop Rd & Goodson Rd

Two Nearest Cross Streets of Property Site Address

YOUR APPLICATION FOR A PRIVATE ROAD NAME HAS BEEN APPROVED FOR THE NAME:
Indecision Ln

Case No. RD2021-0060/ Rd2021-0021

The following addresses will be changed accordingly because of the new Private Road Name:

Old Address:	New Address:
<u>0 Hop Rd (R38437)</u>	<u>Indecision Ln (R38437)</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Road name approved by: *Antonio Almeida* Date: 7/28/2021

The Applicant is responsible for the purchasing of a blue private road sign that meets highway district specifications, and installed according to highway district requirements. Please note that The County makes every effort to notify public and private agencies of new address, address changes or new private roads. The County cannot guarantee the agencies will update their records to reflect this new address, address change or new private road. It is suggested that you make "Suggestion Edits" on Google Maps to update your new private road and new addresses.

ADDRESSING MAP

Map Contains:
 Property Identification Map
 Property Site Address
 Canyon County, ID

Canyon County
 Development Services
 111 North 11th Ave. #140
 Caldwell, ID 83605
 Address Issued By TAlmeida
 Date 7/28/2021



Legend

- Address Point
- Retired Address Point
- Caldwell
- Highway
- City Limits
- Interstate
- Nampa
- Roads

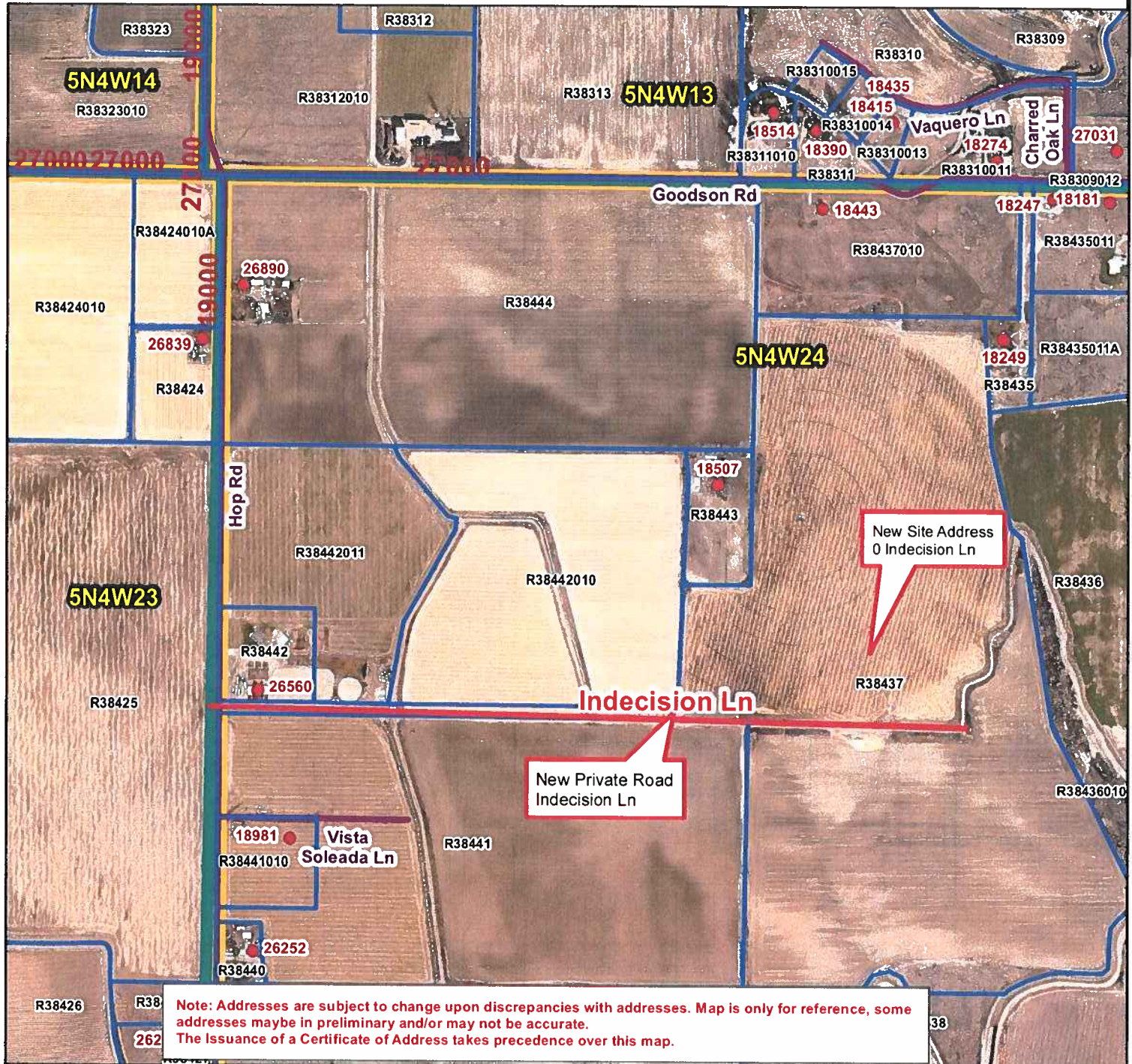
SCALE

1 in = 680 feet
 18 165

ADDRESSING MAP

Map Contains:
 Property Identification Map
 Property Site Address
 Canyon County, ID

Canyon County
 Development Services
 111 North 11th Ave, #140
 Caldwell, ID 83605
 Address Issued By: TAlmeida
 Date: 7/28/2021



Note: Addresses are subject to change upon discrepancies with addresses. Map is only for reference, some addresses maybe in preliminary and/or may not be accurate. The Issuance of a Certificate of Address takes precedence over this map.



- Legend**
- Address Point
 - Retired Address Point
 - Caldwell
 - City Limits
 - Nampa
 - Highway
 - Interstate
 - Roads

SCALE
 1 in = 680 feet
 1:8,165

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

EMERGENCY VEHICLE ACCESS TO PLATT PROPERTY

To Whom It May Concern,

I, Alan Perry, have reviewed and determined that the existing 25 foot Public Right of Way Easement granted to Canyon County from the Bureau of Reclamation is indeed adequate to serve not only the residence of 18507 Goodson Rd, Caldwell, ID 83607, but also a second residence located on Parcel # R38437011.

Sincerely,

Alan Perry C.F.D

7/3/23

Date

AD2021-0060 / RD2021-0021



Destiny Platt <diesel.momma86@gmail.com>

Goodson Family Trust- Application Review

Randall, Reece C <rccrandall@usbr.gov>
To: Destiny Platt <diesel.momma86@gmail.com>

Mon, Nov 13, 2023 at 2:28 PM

Hi Destiny,

Sure. Our engineer had no concerns about utilizing the existing culverts for the use (access to the subdivided lots) that was proposed in the SF-299 application submitted by the Goodson Family Trust.

Best,
Reece

From: Destiny Platt <diesel.momma86@gmail.com>
Sent: Monday, November 13, 2023 2:18 PM
To: Randall, Reece C <rccrandall@usbr.gov>
Subject: [EXTERNAL] Re: Goodson Family Trust- Application Review

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

[Quoted text hidden]

AD 2021-0060 / RD 2021-0021 Amendment Application

STANDARD FORM 299 (REV. 3/2020)

APPLICATION FOR TRANSPORTATION, UTILITY SYSTEMS, TELECOMMUNICATIONS AND FACILITIES ON FEDERAL LANDS AND PROPERTY

FORM APPROVED
OMB Control Number: 0596-0249
Expiration Date: 2/28/2023

FOR AGENCY USE ONLY

Application Number

Date Filed

Applicant telephone number and email:

Authorized agent telephone number and email:

NOTE: Before completing and filing the application for an authorization (easement, right-of-way, lease, license or permit), the applicant should completely review this package, including instructions, and schedule a pre-application meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the pre-application meeting.

1. Name and address of applicant

Goodson Family Trust
19114 Galloway Rd. Caldwell
Idaho 83607

2. Name and address of authorized agent if different from item 1

3. Applicant telephone number and email:

Authorized agent telephone number and email:

4. As applicant are you? (check one)

- a. Individual
- b. Corporation*
- c. Partnership/Association*
- d. State Government/State Agency
- e. Local Government
- f. Federal Agency

* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a. New authorization
- b. Renewing existing authorization number
- c. Amend existing authorization number
- d. Assign existing authorization number
- e. Existing use for which no authorization has been received *
- f. Other*

* If checked, provide details under item 7

6. If an individual, or partnership, are you a citizen(s) of the United States? Yes No

7. Project description (describe in detail): (a) Type of use or occupancy, (e.g., canal, pipeline, road, telecommunications); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of days/years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for activity/construction (Attach additional sheets, if additional space is needed.)

Existing lateral crossings for agricultural + residential use,

8. Attach a map covering area and show location of project proposal.

9. State or Local government approval: Attached Applied for Not Required

10. Nonrefundable application fee: Attached Not required To be determined by agency

11. Does project cross international boundary or affect international waterways? Yes No (if "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

We have an active, working relationship with a licensed engineer to assist with any technical aspects. We have family members with previous irrigation and farming knowledge. There is an existing farm contract to cover any unexpected heavy machinery damage to the existing crossings. There is also a recorded Road Maintenance Agreement which addresses sharing of costs for all parcels within the Goodson Family Trust who will be using the existing access road.

AD2021-0060/RD2021-0021 Amendment Application

13a. Describe other alternative locations considered.

Only approved access by Canyon County, no alternatives available.

b. Why were these alternatives not selected?

N/A

c. Give explanation as to why it is necessary to use or occupy Federal assets (lands or buildings).

Existing crossings are part of the only approved access to our parcels. They have been used for AG for 40+ years.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

N/A

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

The need is to obtain a crossing agreement on existing lateral crossings that have been used for residential use so that it may now be used for agricultural use. It will allow owners to obtain a certificate of occupancy for their homes. No construction costs at this time. Crossings already exist. Continued + maintained access for BCID.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

N/A

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability; and, (g) historic or archaeological resources or properties.

N/A

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plant life, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

N/A

19. State whether any hazardous material, as defined in this paragraph, would be used, produced, transported or stored on or in a federal building or federal lands or would be used in connection with the proposed use or occupancy. "Hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include (or in the case of approval provided after this permit is issued, shall be amended to include) specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

N/A

20. Name all the Federal Department(s)/Agency(ies) where this application is being filed.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Melanie Thomas agent Trustee

Date

10-18-2023

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

AD2021-0060/RD2021-0321 Amendment Application



610 S. Kimball Avenue
Caldwell, ID 83605

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
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PART OF THE ORIGINAL DOCUMENT

File No. 781293 TK/SM

WARRANTY DEED

For Value Received Edward M. Goodson and Joyce Mahala Goodson, Trustees of The Goodson Family Trust dated March 20, 2001 hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

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

hereinafter referred to as Grantee, whose current address is 19114 Galloway Rd Caldwell, ID 83607

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

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

Dated: August 11, 2021

The Goodson Family Trust dated March 20, 2001

By: Edward M. Goodson
Edward M. Goodson, Trustee

By: Joyce Mahala Goodson
Joyce Mahala Goodson, Trustee

State of Idaho, County of Canyon

This record was acknowledged before me on 8-17-2021 by Edward M. Goodson and Joyce Mahala Goodson, Trustees of the Goodson Family Trust dated March 20, 2001

Tammy Kratzberg
Signature of notary public
Commission Expires: 2/3/2022



EXHIBIT A

Parcel 3

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

BASIS OF BEARING:

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

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

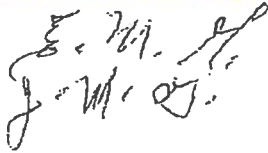
thence leaving said West line, South 89°42'33" East, a distance of 1,120.50 feet;

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

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

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

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



2021-052157

RECORDED

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CHRIS YAMAMOTO

CANYON COUNTY RECORDER

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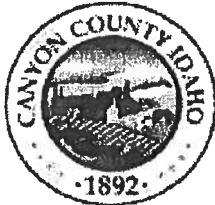
\$16.00

AGR

THOMAS PAUL



**Canyon County
Recorder's Office
Document
Cover Sheet**



RECEIVED

▶ JAN 04 2024 ◀

RECEIVED

AD 2021-0060
RD 2021-0021

Revised to Add Exhibit "A"

PRIVATE ROAD MAINTENANCE AGREEMENT

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

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

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

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


In witness whereof, the parties have executed this agreement on this 20th day of July, 2021.

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

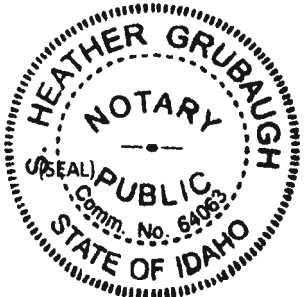
Edward M. Goodson
Edward M. Goodson

Joyce M. Goodson
Joyce M. Goodson

STATE OF IDAHO)
 :SS
County of Canyon)

2021-051180
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07/21/2021 03:56 PM

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CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=1 HCRETAL \$10.00
AGR
PAUL THOMAS

On this 20th day of July, 2021, before me, a Notary Public, personally appeared Edward M. Goodson and Joyce M. Goodson, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



S. Heather Grubaug
Notary Public for Idaho
My Commission Expires: 3/11/26



Pioneer Title Co.
GOING BEYOND

610 S. Kimball Avenue
Caldwell, ID 83605

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File No. 781293 TK/SM

WARRANTY DEED

For Value Received Edward M. Goodson and Joyce Mahala Goodson, Trustees of The Goodson Family Trust dated March 20, 2001 hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

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

hereinafter referred to as Grantee, whose current address is 19114 Galloway Rd Caldwell, ID 83607

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

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

Dated: August 11, 2021

The Goodson Family Trust dated March 20, 2001

By: Edward M. Goodson
Edward M. Goodson, Trustee

By: Joyce Mahala Goodson
Joyce Mahala Goodson, Trustee

State of Idaho, County of Canyon

This record was acknowledged before me on 8-17-2021 by Edward M. Goodson and Joyce Mahala Goodson, Trustees of the Goodson Family Trust dated March 20, 2001

Tammy Kratzberg
Signature of notary public
Commission Expires: 2/3/2022

TAMMY KRATZBERG
COMMISSION #18655
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT A

Parcel 3

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

BASIS OF BEARING:

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

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

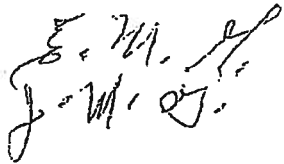
thence leaving said West line, South 89°42'33" East, a distance of 1,120.50 feet;

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

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

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

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



Handwritten signatures of E. M. J. and J. M. J.

**LEGAL DESCRIPTION FOR
GOODSON FAMILY TRUST
PARCEL 3**

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

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

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

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

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

END OF DESCRIPTION.

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





610 S. Kimball Avenue
Caldwell, ID 83605

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File No. 781293 TK/SM

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

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Dated: August 11, 2021

The Goodson Family Trust dated March 20, 2001

By: Edward M. Goodson
Edward M. Goodson, Trustee

By: Joyce Mahala Goodson
Joyce Mahala Goodson, Trustee

State of Idaho, County of Canyon

This record was acknowledged before me on 8-17-2021 by Edward M. Goodson and Joyce Mahala Goodson, Trustees of the Goodson Family Trust dated March 20, 2001

Tammy Kratzberg
Signature of notary public
Commission Expires: 2/3/2022

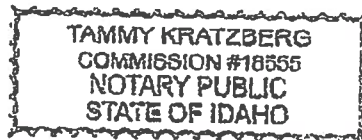


EXHIBIT A

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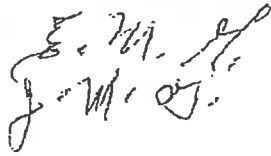
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**LEGAL DESCRIPTION FOR
GOODSON FAMILY TRUST
PARCEL 3**

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

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

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

END OF DESCRIPTION.

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



2021-052157

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CHRIS YAMAMOTO

CANYON COUNTY RECORDER

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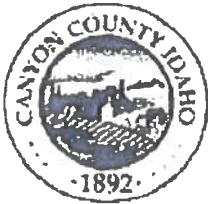
\$16.00

AGR

THOMAS PAUL



**Canyon County
Recorder's Office
Document
Cover Sheet**



PRIVATE ROAD MAINTENANCE AGREEMENT

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

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

In witness whereof, the parties have executed this agreement on this 10th day of July, 2021.

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

Edward M. Goodson
Edward M. Goodson

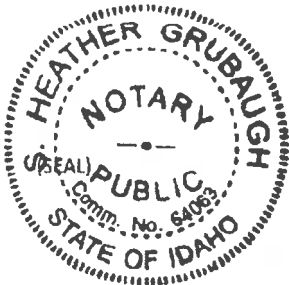
Joyce M. Goodson
Joyce M. Goodson

STATE OF IDAHO)
 :SS
County of Canyon)



CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=1 HCRETAL \$10.00
AGR
PAUL THOMAS

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



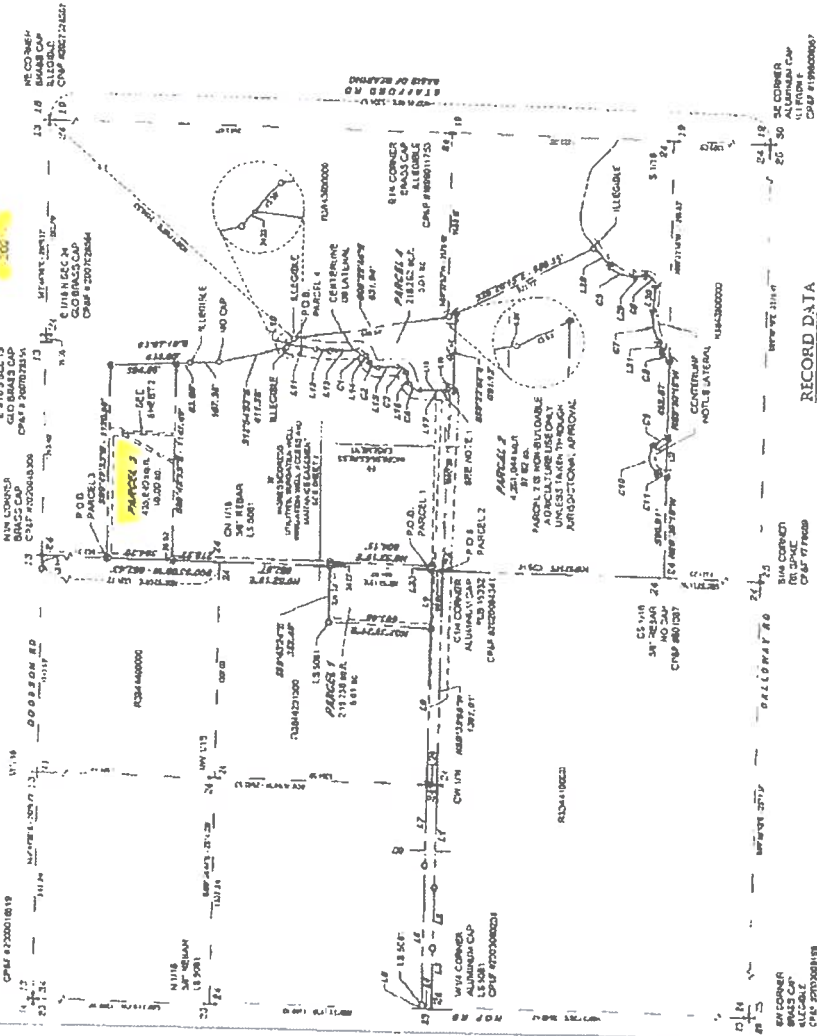
Heather Grubaugh
Notary Public for Idaho
My Commission Expires. 8/11/26

EXHIBIT "A"

**RECORD OF SURVEY FOR
GOODSON FAMILY TRUST**

A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, AND THE EAST 1/2 OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST, B.M.1 CANYON COUNTY IDAHO

WY CORNER
P.C. 1/4 WITH RANGE
C.P.M. 1220010.19



LEGEND

- SECTION COR. MONUMENT AS NOTED
- 1/4 COR. MONUMENT AS NOTED
- 1/8 COR. MONUMENT AS NOTED
- POUND 1/2 REBAR AS NOTED
- POUND 5/8 REBAR AS NOTED
- POUND IRON PIPE
- SET 1/2" REBAR W/ CAP "MC PLS RAD"
- SET 3/4" REBAR W/ CAP "MC PLS RAD"
- CALC POINT
- POINT OF BEGINNING
- WITNESS CORNER
- ADJACENT LINE
- BOUNDARY LINE
- SECTION LINE
- POINT OF MAIN LINE
- EASEMENT LINE
- 1/8 LINE

CERTIFICATE

I, **TIMBERLINE SURVEYING**, A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, HEREBY CERTIFY THAT THE RESULTS OF A SURVEY CONDUCTED UNDER MY CREDIT REPRESENT THE TRUTH AND ACCURACY OF THE ORIGINAL RECORDS OF THE SURVEY. THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN AND DURABLE MATERIALS MOVED AND ARE OF SUFFICIENT NUMBER AND PLACEMENT TO PERMANENTLY MARK THE PROPERTY AND BEING IN ACCORDANCE WITH THE ACT OF THE LEGISLATURE OF THE STATE OF IDAHO CODE 15-161 THROUGH 15-167.

RECORDED BOOK 111111

RECORD DATA

BOOK 111111 PAGE 111111
WARRANTY DEED NO. 111111
JUDGMENT NO. 111111

NARRATIVE

THIS SURVEY WAS MADE AT THE REQUEST OF HANCO TRUST TO ESTABLISH THE BOUNDARY AS SHOWN. BOUNDARY WAS DERIVED FROM PLAT AND MONUMENTS OF RECORD.

BASIS OF BEARING

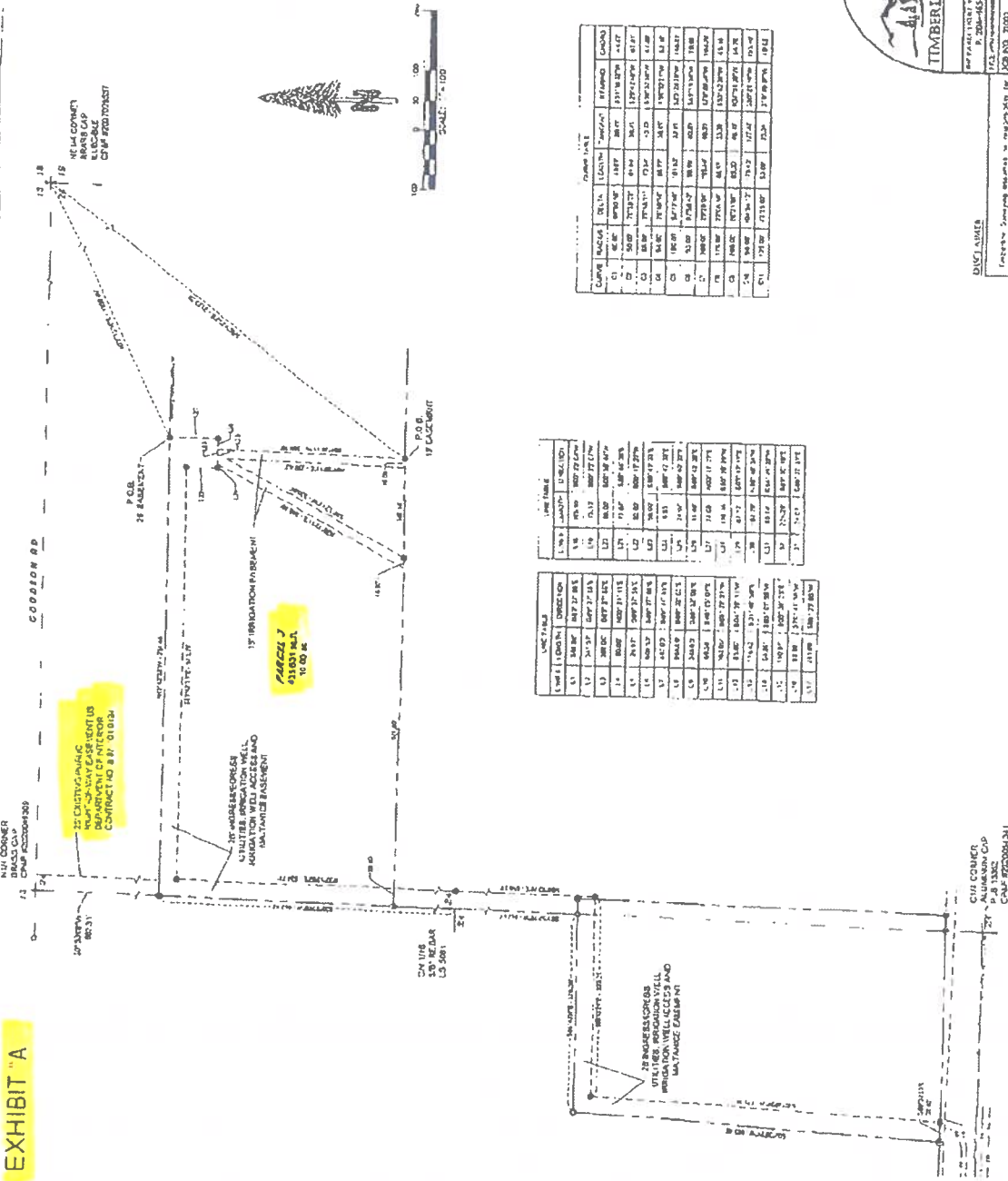
THE EAST LINE OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST, B.M. 111111 WAS USED AS THE BASIS OF BEARING AND DISTANCE.

NOTES

A CORRECTION ORDER WAS FILED FOR THE ORIGINAL PLAT TO ESTABLISH THE BOUNDARY AS SHOWN.

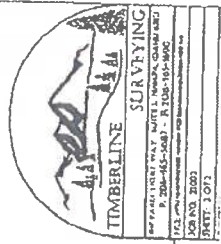
TIMBERLINE SURVEYING
 2000 W. 1000 N. ST. LOUIS, MO 63104
 P. 314.453.1111 F. 314.453.1112
 www.timberlinesurveying.com
 IDAHO LICENSE NO. 111111
 J.B. JOHNSON
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF IDAHO
 EXPIRES 12/31/2024

EXHIBIT "A"



LINE NO.	LENGTH	BEARING	AREA
1	100.00	N 00° 00' 00" W	10000.00
2	100.00	E 00° 00' 00" W	10000.00
3	100.00	S 00° 00' 00" W	10000.00
4	100.00	W 00° 00' 00" W	10000.00
5	100.00	N 00° 00' 00" W	10000.00
6	100.00	E 00° 00' 00" W	10000.00
7	100.00	S 00° 00' 00" W	10000.00
8	100.00	W 00° 00' 00" W	10000.00
9	100.00	N 00° 00' 00" W	10000.00
10	100.00	E 00° 00' 00" W	10000.00
11	100.00	S 00° 00' 00" W	10000.00
12	100.00	W 00° 00' 00" W	10000.00
13	100.00	N 00° 00' 00" W	10000.00
14	100.00	E 00° 00' 00" W	10000.00
15	100.00	S 00° 00' 00" W	10000.00
16	100.00	W 00° 00' 00" W	10000.00
17	100.00	N 00° 00' 00" W	10000.00
18	100.00	E 00° 00' 00" W	10000.00
19	100.00	S 00° 00' 00" W	10000.00
20	100.00	W 00° 00' 00" W	10000.00
21	100.00	N 00° 00' 00" W	10000.00
22	100.00	E 00° 00' 00" W	10000.00
23	100.00	S 00° 00' 00" W	10000.00
24	100.00	W 00° 00' 00" W	10000.00
25	100.00	N 00° 00' 00" W	10000.00
26	100.00	E 00° 00' 00" W	10000.00
27	100.00	S 00° 00' 00" W	10000.00
28	100.00	W 00° 00' 00" W	10000.00
29	100.00	N 00° 00' 00" W	10000.00
30	100.00	E 00° 00' 00" W	10000.00
31	100.00	S 00° 00' 00" W	10000.00
32	100.00	W 00° 00' 00" W	10000.00
33	100.00	N 00° 00' 00" W	10000.00
34	100.00	E 00° 00' 00" W	10000.00
35	100.00	S 00° 00' 00" W	10000.00
36	100.00	W 00° 00' 00" W	10000.00
37	100.00	N 00° 00' 00" W	10000.00
38	100.00	E 00° 00' 00" W	10000.00
39	100.00	S 00° 00' 00" W	10000.00
40	100.00	W 00° 00' 00" W	10000.00
41	100.00	N 00° 00' 00" W	10000.00
42	100.00	E 00° 00' 00" W	10000.00
43	100.00	S 00° 00' 00" W	10000.00
44	100.00	W 00° 00' 00" W	10000.00
45	100.00	N 00° 00' 00" W	10000.00
46	100.00	E 00° 00' 00" W	10000.00
47	100.00	S 00° 00' 00" W	10000.00
48	100.00	W 00° 00' 00" W	10000.00
49	100.00	N 00° 00' 00" W	10000.00
50	100.00	E 00° 00' 00" W	10000.00
51	100.00	S 00° 00' 00" W	10000.00
52	100.00	W 00° 00' 00" W	10000.00
53	100.00	N 00° 00' 00" W	10000.00
54	100.00	E 00° 00' 00" W	10000.00
55	100.00	S 00° 00' 00" W	10000.00
56	100.00	W 00° 00' 00" W	10000.00
57	100.00	N 00° 00' 00" W	10000.00
58	100.00	E 00° 00' 00" W	10000.00
59	100.00	S 00° 00' 00" W	10000.00
60	100.00	W 00° 00' 00" W	10000.00

LINE NO.	LENGTH	BEARING	AREA
1	100.00	N 00° 00' 00" W	10000.00
2	100.00	E 00° 00' 00" W	10000.00
3	100.00	S 00° 00' 00" W	10000.00
4	100.00	W 00° 00' 00" W	10000.00
5	100.00	N 00° 00' 00" W	10000.00
6	100.00	E 00° 00' 00" W	10000.00
7	100.00	S 00° 00' 00" W	10000.00
8	100.00	W 00° 00' 00" W	10000.00
9	100.00	N 00° 00' 00" W	10000.00
10	100.00	E 00° 00' 00" W	10000.00
11	100.00	S 00° 00' 00" W	10000.00
12	100.00	W 00° 00' 00" W	10000.00
13	100.00	N 00° 00' 00" W	10000.00
14	100.00	E 00° 00' 00" W	10000.00
15	100.00	S 00° 00' 00" W	10000.00
16	100.00	W 00° 00' 00" W	10000.00
17	100.00	N 00° 00' 00" W	10000.00
18	100.00	E 00° 00' 00" W	10000.00
19	100.00	S 00° 00' 00" W	10000.00
20	100.00	W 00° 00' 00" W	10000.00
21	100.00	N 00° 00' 00" W	10000.00
22	100.00	E 00° 00' 00" W	10000.00
23	100.00	S 00° 00' 00" W	10000.00
24	100.00	W 00° 00' 00" W	10000.00
25	100.00	N 00° 00' 00" W	10000.00
26	100.00	E 00° 00' 00" W	10000.00
27	100.00	S 00° 00' 00" W	10000.00
28	100.00	W 00° 00' 00" W	10000.00
29	100.00	N 00° 00' 00" W	10000.00
30	100.00	E 00° 00' 00" W	10000.00
31	100.00	S 00° 00' 00" W	10000.00
32	100.00	W 00° 00' 00" W	10000.00
33	100.00	N 00° 00' 00" W	10000.00
34	100.00	E 00° 00' 00" W	10000.00
35	100.00	S 00° 00' 00" W	10000.00
36	100.00	W 00° 00' 00" W	10000.00
37	100.00	N 00° 00' 00" W	10000.00
38	100.00	E 00° 00' 00" W	10000.00
39	100.00	S 00° 00' 00" W	10000.00
40	100.00	W 00° 00' 00" W	10000.00



TIMBERLINE SURVEYING
 10000 10th Street, NW
 Seattle, WA 98107
 TEL: 206.461.1111
 FAX: 206.461.1112
 WWW: timberlinesurveying.com

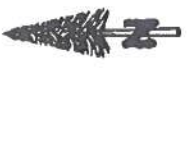
DATE: 10/15/2023
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]

RECORD OF SURVEY FOR GOODSON FAMILY TRUST

A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, AND THE EAST 1/2,
OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST, B.M.,
CANYON COUNTY, IDAHO

2021-052318
RECORDED
07/27/2021 10:09 AM

CHES YAMAMOTO
CANYON COUNTY RECORDER
300 N. GARDNER
BOISE, IDAHO 83720
TIMBERLINE SURVEYING



LEGEND

- SECTION COR. MONUMENT AS NOTED
- 1/4 COR. MONUMENT AS NOTED
- 1/8 COR. MONUMENT AS NOTED
- FOUND 1/2 REBAR AS NOTED
- FOUND 1/4 REBAR AS NOTED
- FOUND IRON PIPE
- SET 1/2 REBAR W/ CAP 100C PLS 8807
- SET 1/4 REBAR W/ CAP 100C PLS 8807
- CALC POINT
- POINT OF BEGINNING
- WITNESS CORNER
- ADJOINER LINE
- BOUNDARY LINE
- SECTION LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- TE LINE

**NOT OFFICIAL
SEE ORIGINAL IN RECORDER'S
OFFICE**

CERTIFICATE

1. I, KATHRYN COOK, A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, CERTIFY THAT:
1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF MALEE THOMAS.
2. THE LANDS SURVEYED LE WITHIN SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST, BOISE MERIDIAN, AND THE SURVEY WAS COMPLETED ON APRIL 30, 2021.
3. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, AND OCCUPY THE POSITIONS INDICATED, WITH THE CORNER IDENTIFICATION AND PLING ACT, STATE OF IDAHO CODE 88-1801 THROUGH 88-1812.

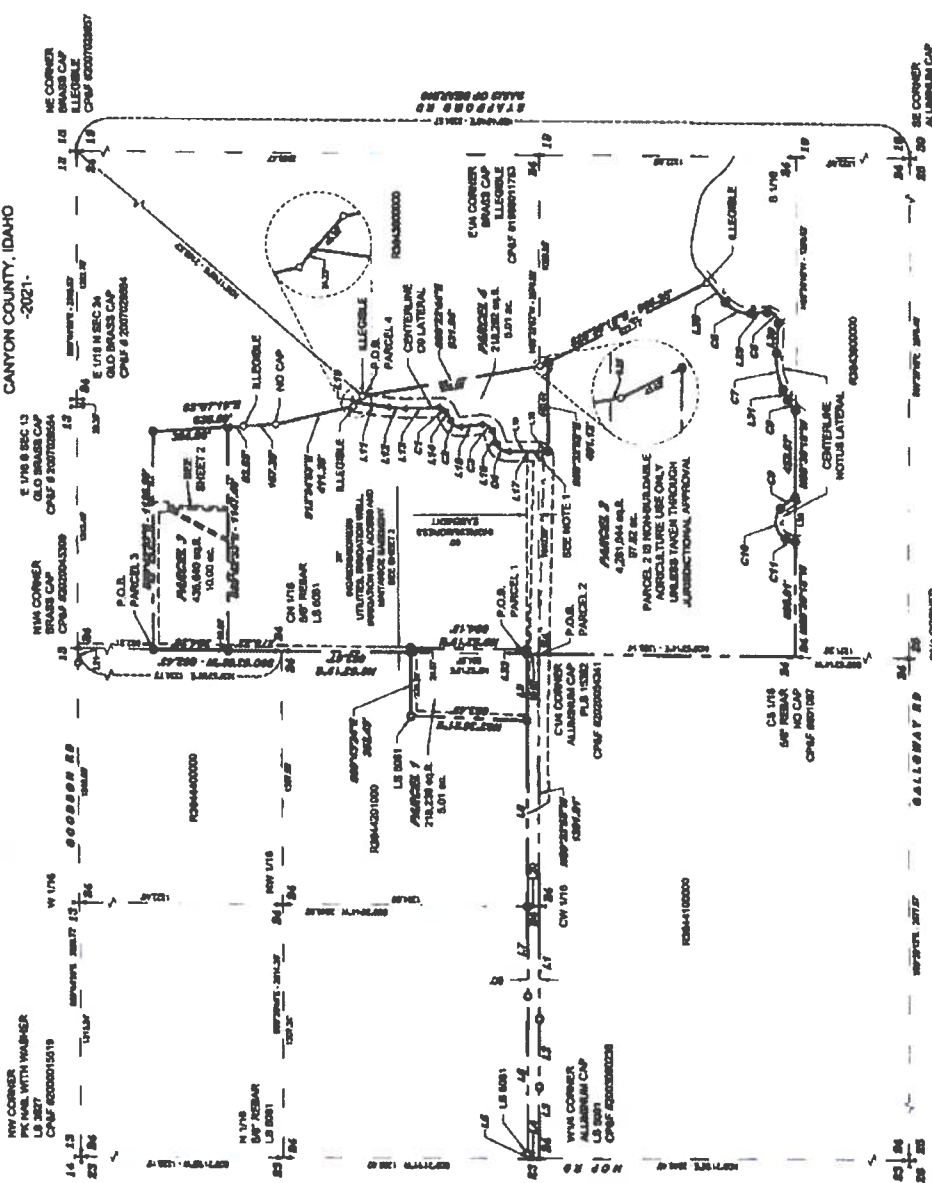


REGEMETH COOK
P.L.L.C.



90 PARICENTUS WAY, SUITE 3, MAIWA, BOISE, IDAHO
P. 208-462-1487 F. 208-462-2000
FULLY LICENSED SURVEYORS AND REGISTERED PROFESSIONAL ENGINEERS
JOB NO. 2020
SHEET 1 OF 2
IDPLS REG. NO. 5995-00-00
IDPEE REG. NO. 90-24-00-00

DISCLAIMER
Timberline Surveying assumes no responsibility for the accuracy of data furnished by third parties or for the results of any survey conducted by any other person.



RECORD DATA

FOR SHEET NO. 20212148
WARRANTY DEED MET. NO. 91164
JUDGEMENT MET. NO. 48849 BOOK 39 PAGE 314 AND 315

NARRATIVE

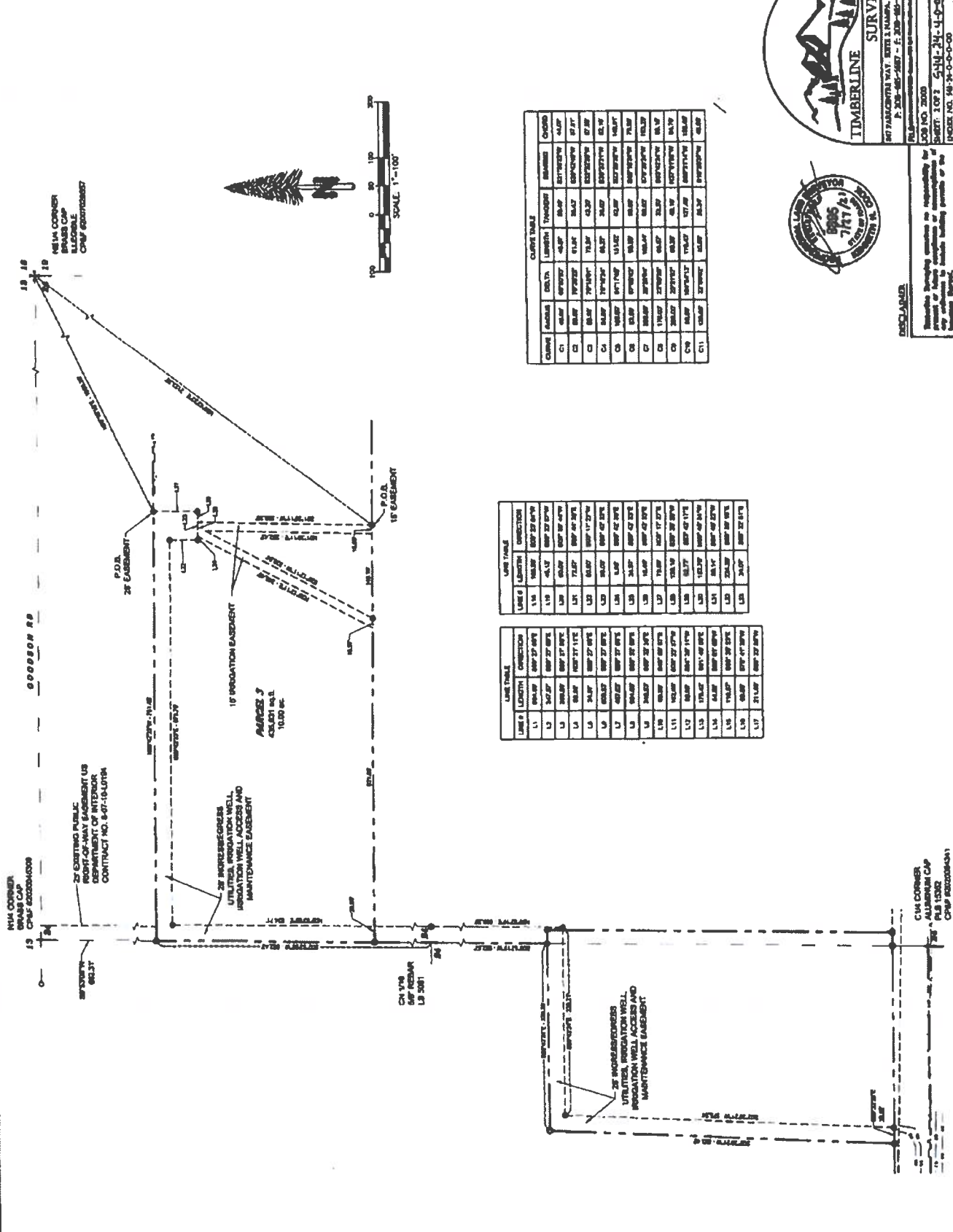
THIS SURVEY WAS MADE AT THE REQUEST OF MALEE THOMAS TO ESTABLISH THE BOUNDARY AS SHOWN. BOUNDARY WAS DERIVED FROM FOUND MONUMENTS OF RECORD.

BASIS OF BEARING:

THE EAST LINE OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST, BOISE MERIDIAN, TAKEN AS NORTH 00°00'00" EAST AND DISTANCE BETWEEN MONUMENTS FOUND TO BE 804.51 FEET.

NOTES

A CROSSING AGREEMENT FOR THE DILATERAL MUST BE ESTABLISHED BEFORE BUILDING PERMIT IS ACQUIRED



LINE TABLE

LINE #	LENGTH	BEARING
L1	108.00	S87°22'00"W
L2	45.17	S87°22'00"W
L3	60.00	S87°22'00"W
L4	75.00	S87°22'00"W
L5	90.00	S87°22'00"W
L6	105.00	S87°22'00"W
L7	120.00	S87°22'00"W
L8	135.00	S87°22'00"W
L9	150.00	S87°22'00"W
L10	165.00	S87°22'00"W
L11	180.00	S87°22'00"W
L12	195.00	S87°22'00"W
L13	210.00	S87°22'00"W
L14	225.00	S87°22'00"W
L15	240.00	S87°22'00"W
L16	255.00	S87°22'00"W
L17	270.00	S87°22'00"W
L18	285.00	S87°22'00"W
L19	300.00	S87°22'00"W
L20	315.00	S87°22'00"W
L21	330.00	S87°22'00"W
L22	345.00	S87°22'00"W
L23	360.00	S87°22'00"W
L24	375.00	S87°22'00"W
L25	390.00	S87°22'00"W
L26	405.00	S87°22'00"W
L27	420.00	S87°22'00"W
L28	435.00	S87°22'00"W
L29	450.00	S87°22'00"W
L30	465.00	S87°22'00"W
L31	480.00	S87°22'00"W
L32	495.00	S87°22'00"W
L33	510.00	S87°22'00"W
L34	525.00	S87°22'00"W
L35	540.00	S87°22'00"W
L36	555.00	S87°22'00"W
L37	570.00	S87°22'00"W
L38	585.00	S87°22'00"W
L39	600.00	S87°22'00"W
L40	615.00	S87°22'00"W
L41	630.00	S87°22'00"W
L42	645.00	S87°22'00"W
L43	660.00	S87°22'00"W
L44	675.00	S87°22'00"W
L45	690.00	S87°22'00"W
L46	705.00	S87°22'00"W
L47	720.00	S87°22'00"W
L48	735.00	S87°22'00"W
L49	750.00	S87°22'00"W
L50	765.00	S87°22'00"W
L51	780.00	S87°22'00"W
L52	795.00	S87°22'00"W
L53	810.00	S87°22'00"W
L54	825.00	S87°22'00"W
L55	840.00	S87°22'00"W
L56	855.00	S87°22'00"W
L57	870.00	S87°22'00"W
L58	885.00	S87°22'00"W
L59	900.00	S87°22'00"W
L60	915.00	S87°22'00"W
L61	930.00	S87°22'00"W
L62	945.00	S87°22'00"W
L63	960.00	S87°22'00"W
L64	975.00	S87°22'00"W
L65	990.00	S87°22'00"W
L66	1005.00	S87°22'00"W
L67	1020.00	S87°22'00"W
L68	1035.00	S87°22'00"W
L69	1050.00	S87°22'00"W
L70	1065.00	S87°22'00"W
L71	1080.00	S87°22'00"W
L72	1095.00	S87°22'00"W
L73	1110.00	S87°22'00"W
L74	1125.00	S87°22'00"W
L75	1140.00	S87°22'00"W
L76	1155.00	S87°22'00"W
L77	1170.00	S87°22'00"W
L78	1185.00	S87°22'00"W
L79	1200.00	S87°22'00"W
L80	1215.00	S87°22'00"W
L81	1230.00	S87°22'00"W
L82	1245.00	S87°22'00"W
L83	1260.00	S87°22'00"W
L84	1275.00	S87°22'00"W
L85	1290.00	S87°22'00"W
L86	1305.00	S87°22'00"W
L87	1320.00	S87°22'00"W
L88	1335.00	S87°22'00"W
L89	1350.00	S87°22'00"W
L90	1365.00	S87°22'00"W
L91	1380.00	S87°22'00"W
L92	1395.00	S87°22'00"W
L93	1410.00	S87°22'00"W
L94	1425.00	S87°22'00"W
L95	1440.00	S87°22'00"W
L96	1455.00	S87°22'00"W
L97	1470.00	S87°22'00"W
L98	1485.00	S87°22'00"W
L99	1500.00	S87°22'00"W
L100	1515.00	S87°22'00"W
L101	1530.00	S87°22'00"W
L102	1545.00	S87°22'00"W
L103	1560.00	S87°22'00"W
L104	1575.00	S87°22'00"W
L105	1590.00	S87°22'00"W
L106	1605.00	S87°22'00"W
L107	1620.00	S87°22'00"W
L108	1635.00	S87°22'00"W
L109	1650.00	S87°22'00"W
L110	1665.00	S87°22'00"W
L111	1680.00	S87°22'00"W
L112	1695.00	S87°22'00"W
L113	1710.00	S87°22'00"W
L114	1725.00	S87°22'00"W
L115	1740.00	S87°22'00"W
L116	1755.00	S87°22'00"W
L117	1770.00	S87°22'00"W
L118	1785.00	S87°22'00"W
L119	1800.00	S87°22'00"W
L120	1815.00	S87°22'00"W
L121	1830.00	S87°22'00"W
L122	1845.00	S87°22'00"W
L123	1860.00	S87°22'00"W
L124	1875.00	S87°22'00"W
L125	1890.00	S87°22'00"W
L126	1905.00	S87°22'00"W
L127	1920.00	S87°22'00"W
L128	1935.00	S87°22'00"W
L129	1950.00	S87°22'00"W
L130	1965.00	S87°22'00"W
L131	1980.00	S87°22'00"W
L132	1995.00	S87°22'00"W
L133	2010.00	S87°22'00"W
L134	2025.00	S87°22'00"W
L135	2040.00	S87°22'00"W
L136	2055.00	S87°22'00"W
L137	2070.00	S87°22'00"W
L138	2085.00	S87°22'00"W
L139	2100.00	S87°22'00"W
L140	2115.00	S87°22'00"W
L141	2130.00	S87°22'00"W
L142	2145.00	S87°22'00"W
L143	2160.00	S87°22'00"W
L144	2175.00	S87°22'00"W
L145	2190.00	S87°22'00"W
L146	2205.00	S87°22'00"W
L147	2220.00	S87°22'00"W
L148	2235.00	S87°22'00"W
L149	2250.00	S87°22'00"W
L150	2265.00	S87°22'00"W
L151	2280.00	S87°22'00"W
L152	2295.00	S87°22'00"W
L153	2310.00	S87°22'00"W
L154	2325.00	S87°22'00"W
L155	2340.00	S87°22'00"W
L156	2355.00	S87°22'00"W
L157	2370.00	S87°22'00"W
L158	2385.00	S87°22'00"W
L159	2400.00	S87°22'00"W
L160	2415.00	S87°22'00"W
L161	2430.00	S87°22'00"W
L162	2445.00	S87°22'00"W
L163	2460.00	S87°22'00"W
L164	2475.00	S87°22'00"W
L165	2490.00	S87°22'00"W
L166	2505.00	S87°22'00"W
L167	2520.00	S87°22'00"W
L168	2535.00	S87°22'00"W
L169	2550.00	S87°22'00"W
L170	2565.00	S87°22'00"W
L171	2580.00	S87°22'00"W
L172	2595.00	S87°22'00"W
L173	2610.00	S87°22'00"W
L174	2625.00	S87°22'00"W
L175	2640.00	S87°22'00"W
L176	2655.00	S87°22'00"W
L177	2670.00	S87°22'00"W
L178	2685.00	S87°22'00"W
L179	2700.00	S87°22'00"W
L180	2715.00	S87°22'00"W
L181	2730.00	S87°22'00"W
L182	2745.00	S87°22'00"W
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L184	2775.00	S87°22'00"W
L185	2790.00	S87°22'00"W
L186	2805.00	S87°22'00"W
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L190	2865.00	S87°22'00"W
L191	2880.00	S87°22'00"W
L192	2895.00	S87°22'00"W
L193	2910.00	S87°22'00"W
L194	2925.00	S87°22'00"W
L195	2940.00	S87°22'00"W
L196	2955.00	S87°22'00"W
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L205	3090.00	S87°22'00"W
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L210	3165.00	S87°22'00"W
L211	3180.00	S87°22'00"W
L212	3195.00	S87°22'00"W
L213	3210.00	S87°22'00"W
L214	3225.00	S87°22'00"W
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L218	3285.00	S87°22'00"W
L219	3300.00	S87°22'00"W
L220	3315.00	S87°22'00"W
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L222	3345.00	S87°22'00"W
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L228	3435.00	S87°22'00"W
L229	3450.00	S87°22'00"W
L230	3465.00	S87°22'00"W
L231	3480.00	S87°22'00"W
L232	3495.00	S87°22'00"W
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L234	3525.00	S87°22'00"W
L235	3540.00	S87°22'00"W
L236	3555.00	S87°22'00"W
L237	3570.00	S87°22'00"W
L238	3585.00	S87°22'00"W
L239	3600.00	S87°22'00"W
L240	3615.00	S87°22'00"W
L241	3630.00	S87°22'00"W
L242	3645.00	S87°22'00"W
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L244	3675.00	S87°22'00"W
L245	3690.00	S87°22'00"W
L246	3705.00	S87°22'00"W
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L248	3735.00	S87°22'00"W
L249	3750.00	S87°22'00"W
L250	3765.00	S87°22'00"W
L251	3780.00	S87°22'00"W
L252	3795.00	S87°22'00"W
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L256	3855.00	S87°22'00"W
L257	3870.00	S87°22'00"W
L258	3885.00	S87°22'00"W
L259	3900.00	S87°22'00"W
L260	3915.00	S87°22'00"W
L261	3930.00	S87°22'00"W
L262	3945.00	S87°22'00"W
L263	3960.00	S87°22'00"W
L264	3975.00	S87°22'00"W
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L266	4005.00	S87°22'00"W
L267	4020.00	S87°22'00"W
L268	4035.00	S87°22'00"W
L269	4050.00	S87°22'00"W
L270	4065.00	S87°22'00"W
L271	4080.00	S87°22'00"W
L272	4095.00	S87°22'00"W
L273	4110.00	S87°22'00"W
L274	4125.00	S87°22'00"W
L275	4140.00	S87°22'00"W
L276	4155.00	S87°22'00"W
L277	4170.00	S87°22'00"W
L278	4185.00	S87°22'00"W
L279	4200.00	S87°22'00"W
L280	4215.00	S87°22'00"W
L281	4230.00	S87°22'00"W
L282	4245.00	S87°22'00"W
L283	4260.00	S87°22'00"W
L284	4275.00	S87°22'00"W
L285	4290.00	S87°22'00"W
L286	4305.00	S87°22'00"W
L287	4320.00	S87°22'00"W
L288	4335.00	S87°22'00"W
L289	4350.00	S87°22'00"W
L290	4365.00	S87°22'00"W
L291	4380.00	S87°22'00"W
L292	4395.00	S87°22'00"W
L293	4410.00	S87°22'00"W
L294	4425.00	S87°22'00"W
L295	4440.00	S87°22'00"W
L296	4455.00	S87°22'00"W
L297	4470.00	S87°22'00"W
L298	4485.00	S87°22'00"W
L299	4500.00	S87°22'00"W
L300	4515.00	S87°22'00"W
L301	4530.00	S87°22'00"W
L302	4545.00	S87°22'00"W
L303	4560.00	S87°22'00"W
L304	4575.00	S87°22'00"W
L305	4590.00	S87°22'00"W
L306	4605.00	S87°22'00"W
L307	4620.00	S87°22'00"W
L308	4635.00	S87°22'00"W
L309	4650.00	S87°22'00"W
L310	4665.00	S87°22'00"W

INSTRUMENT NO 835184

Contract No. 8-07-10-L0194

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Central Snake Projects Office
Boise Project - Payette Division

ROAD RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made this 29 day of June, 1978, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Federal Reclamation Laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this agreement, hereinafter called the Contracting Officer, and CANYON COUNTY, STATE OF IDAHO, a body politic, hereinafter called the County, acting by and through its Board of County Commissioners, hereinafter styled the Board.

WITNESSETH, THAT:

2. WHEREAS, in connection with the Payette Division of the Boise Project, Idaho, the United States, through the Bureau of Reclamation, Department of the Interior, has, pursuant to Federal Reclamation Laws, withdrawn certain public lands in connection with the aforementioned Project; and

3. WHEREAS, the County desires to utilize portions of such land for the purpose of constructing and maintaining a County road upon the premises.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:

4. The United States hereby grants to the County, subject to the terms and conditions of this agreement, an easement to construct, operate and maintain a county road upon the property of the United States described as the west 25 feet of the N¹/₄N¹/₄NE¹/₄ of Section 24, Township 5 north, Range 4 west, Boise meridian, Canyon County, Idaho, as shown on the attached plat marked Exhibit "A" and by this reference made a part hereof.

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

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

State of Idaho }
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.
DATED 11-29-2021
CHRIS VAIVAMOTO, Clerk of the District Court and Ex Officio Recorder
By Debra Cardenas Deputy
RECORDED
COUNTY OF CANYON
STATE OF IDAHO

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

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

7. The County agrees as follows:

a. There is reserved to the United States, its successors and assigns, the prior right to use any of the right-of-way herein described to construct, operate and maintain all structures and facilities, including but not limited to canals, wasteways, laterals, ditches, roadways, electrical transmission lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

b. That if the construction of any or all of such structures and facilities across, over or upon said right-of-way should be made more expensive by reason of the existence of improvements or works of the County thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within 30 days after demand is made upon the County for payment of any such sums, the County will make payment thereof to the United States or any of its successors or assigns constructing such structures and facilities across, over and upon said lands. As an alternative to payment, the County at its sole cost and expense and within time limits established by the Government, may remove or adapt facilities constructed and operated by it on said right-of-way to accommodate the aforementioned structures and facilities of the United States. The County shall bear the cost to the Government of any costs occasioned by the failure of the County to remove or adapt its facilities within the time limits specified.

c. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said right-of-way for the purpose of exercising, enforcing and protecting the rights reserved herein.

d. That the United States, its officers, agents and employees and its successors and assigns, shall not be held liable for any damage to the County's improvements or works by reason of the

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

8. The County hereby agrees to indemnify and hold harmless the United States, its agents and employees, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the County's activities under this agreement.

9. The County will use, operate and maintain the land covered by this easement in such a manner as not to interfere with the operation and maintenance of the Boise Project, Payette Division; or with the administration of adjacent land owned by the United States.

10. The County shall reseed and establish grass on the road cuts where erosion may occur. These areas will be determined by the Contracting Officer.

11. The provisions of this easement shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this easement or any part or interest therein shall be valid until approved by the Contracting Officer.

12. This easement shall terminate:

a. At the option of the Contracting Officer if the County fails to comply with any of the terms and conditions thereof.

b. At the option of the Contracting Officer upon discontinuance by the County of the use of the land covered by this easement for the purposes herein stated for a period of twelve (12) consecutive months.

c. At the request by the County by giving written notice to the Contracting Officer.

13. The County hereby agrees as follows:

a. To comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 241) which provides that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance," and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR 17.

b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

14. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

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

THE UNITED STATES OF AMERICA

By *Admiral Thomas*
Regional Director, PN Region
Bureau of Reclamation
Box 043 - 550 West Fort Street
Boise, Idaho 83724

CANYON COUNTY, STATE OF IDAHO

By *E. A. S. S.*
Chairman of the Board of
County Commissioners

BA
Commissioner

[Signature]
Commissioner

(SEAL)

Attest:

Bill A. Staben
Clerk *Rec'd. & initialed.*
signature

STATE OF IDAHO)
County of Ada) ss

On this 27th day of June, 1978, personally appeared before me Rodney J. Vissia, to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



Rodney J. Vissia
Notary Public in and for the
State of Idaho
Residing at: Boise
My commission expires: 6/30
My Bond Expires June 30, 1979

STATE OF IDAHO)
County of Canyon) ss

On this 22nd day of June, 1978, personally appeared before me Earl Giles, Bill Anderson, and Steve G. P. Leher, to me known to be the members of the Board of Commissioners, Canyon County, Idaho, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said County for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

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



Earl Giles
Notary Public in and for the
State of Idaho
Residing at: *Blaine*
My commission expires: 8/20

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

BLACK CANYON IRRIGATION DISTRICT

By Robert A. Hill

Title Manager

Attest:
Mary K. Napkin
Secretary of the Board

N 1/2 NW 1/4 NE 1/4 Sec 24 T5N R4W B.M.

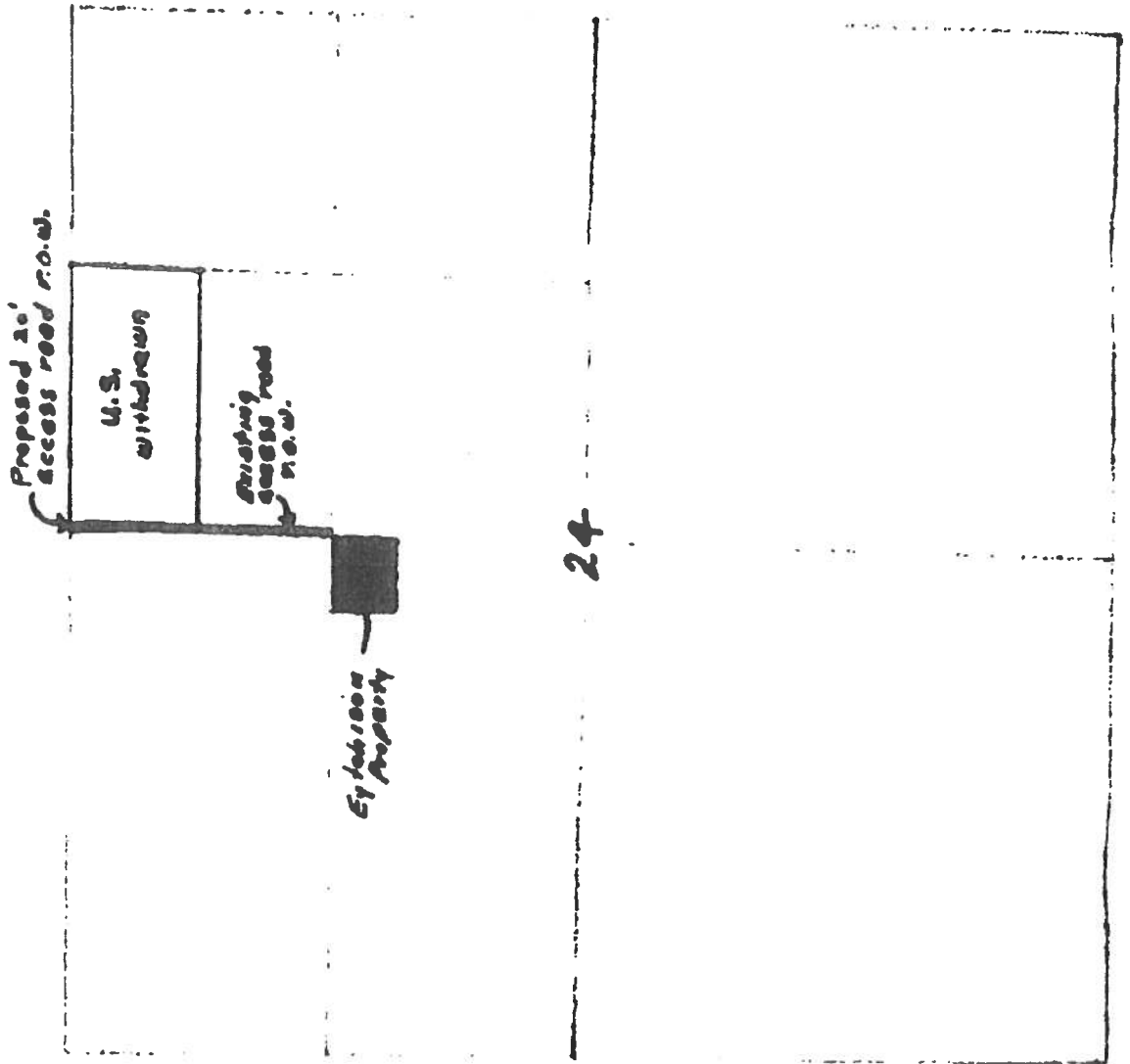


Exhibit "A"

835184

FILED

JUN 27 1 07 PM '78

RECORDED
INDEXED

Chavez

RECORDED

AT THE REQUEST OF

Western Realty

OF

Miss

FIG *7.00*

GRANTOR

U. S. A.

GRANTEE

Canyon County

Miss

FILED TO

Comm. Minute

Courthouse

INSTRUMENT NO 835184

Contract No. 8-07-10-L0194

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Central Snake Projects Office
Boise Project - Payette Division

ROAD RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made this Sunday of June, 1978, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Federal Reclamation Laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this agreement, hereinafter called the Contracting Officer, and CANYON COUNTY, STATE OF IDAHO, a body politic, hereinafter called the County, acting by and through its Board of County Commissioners, hereinafter styled the Board.

WITNESSETH, THAT:

2. WHEREAS, in connection with the Payette Division of the Boise Project, Idaho, the United States, through the Bureau of Reclamation, Department of the Interior, has, pursuant to Federal Reclamation Laws, withdrawn certain public lands in connection with the aforementioned Project; and

3. WHEREAS, the County desires to utilize portions of such land for the purpose of constructing and maintaining a County road upon the premises.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:

4. The United States hereby grants to the County, subject to the terms and conditions of this agreement, an easement to construct, operate and maintain a county road upon the property of the United States described as the west 25 feet of the N¹/₄NW¹/₄NE¹/₄ of Section 24, Township 5 north, Range 4 west, Boise meridian, Canyon County, Idaho, as shown on the attached plat marked Exhibit "A" and by this reference made a part hereof.

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

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

State of Idaho }
County of Canyon } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.
DATED 11-29-2021
CHRIS YAMAMOTO, Clerk of the District Court
and Ex Officio Recorder
By Devin Cordeiro Deputy
RECORDED
COUNTY OF CANYON
STATE OF IDAHO

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

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

7. The County agrees as follows:

a. There is reserved to the United States, its successors and assigns, the prior right to use any of the right-of-way herein described to construct, operate and maintain all structures and facilities, including but not limited to canals, wasteways, laterals, ditches, roadways, electrical transmission lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

b. That if the construction of any or all of such structures and facilities across, over or upon said right-of-way should be made more expensive by reason of the existence of improvements or works of the County thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within 30 days after demand is made upon the County for payment of any such sums, the County will make payment thereof to the United States or any of its successors or assigns constructing such structures and facilities across, over and upon said lands. As an alternative to payment, the County at its sole cost and expense and within time limits established by the Government, may remove or adapt facilities constructed and operated by it on said right-of-way to accommodate the aforementioned structures and facilities of the United States. The County shall bear the cost to the Government of any costs occasioned by the failure of the County to remove or adapt its facilities within the time limits specified.

c. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said right-of-way for the purpose of exercising, enforcing and protecting the rights reserved herein.

d. That the United States, its officers, agents and employees and its successors and assigns, shall not be held liable for any damage to the County's improvements or works by reason of the

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

8. The County hereby agrees to indemnify and hold harmless the United States, its agents and employees, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the County's activities under this agreement.

9. The County will use, operate and maintain the land covered by this easement in such a manner as not to interfere with the operation and maintenance of the Boise Project, Payette Division; or with the administration of adjacent land owned by the United States.

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c. At the request by the County by giving written notice to the Contracting Officer.

13. The County hereby agrees as follows:

a. To comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 241) which provides that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR 17.

b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

14. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation company for its general benefit.

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

THE UNITED STATES OF AMERICA

By *Adrian Whitt*
Regional Director, PN Region
Bureau of Reclamation
Box 043 - 550 West Fort Street
Boise, Idaho 83724

CANYON COUNTY, STATE OF IDAHO

By *Earl S. ...*
Chairman of the Board of
County Commissioners

BA
Commissioner

L. L. ...
Commissioner

(SEAL)

Attest:

Bill A. Staben
Clerk *Rec'd. 5/1/52*

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

BLACK CANYON IRRIGATION DISTRICT

By Robert Hill

Title Manager

Attest:

Mary K. Hopkins
Secretary of the Board

STATE OF IDAHO)
) ss
County of Ada)

On this 27th day of *June*, 1978, personally
appeared before me *Rodney J Vissia*, to me known to
be the official of the UNITED STATES OF AMERICA that executed
the within and foregoing instrument, and acknowledged said instrument
to be the free and voluntary act and deed of said United States,
for the uses and purposes therein mentioned, and on oath stated
that he was authorized to execute said instrument.

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



John H. Welch
Notary Public in and for the
State of Idaho
Residing at: *Boise*
My commission expires: *6.1.79*
My Bond Expires June 10, 1979

STATE OF IDAHO)
) ss
County County)

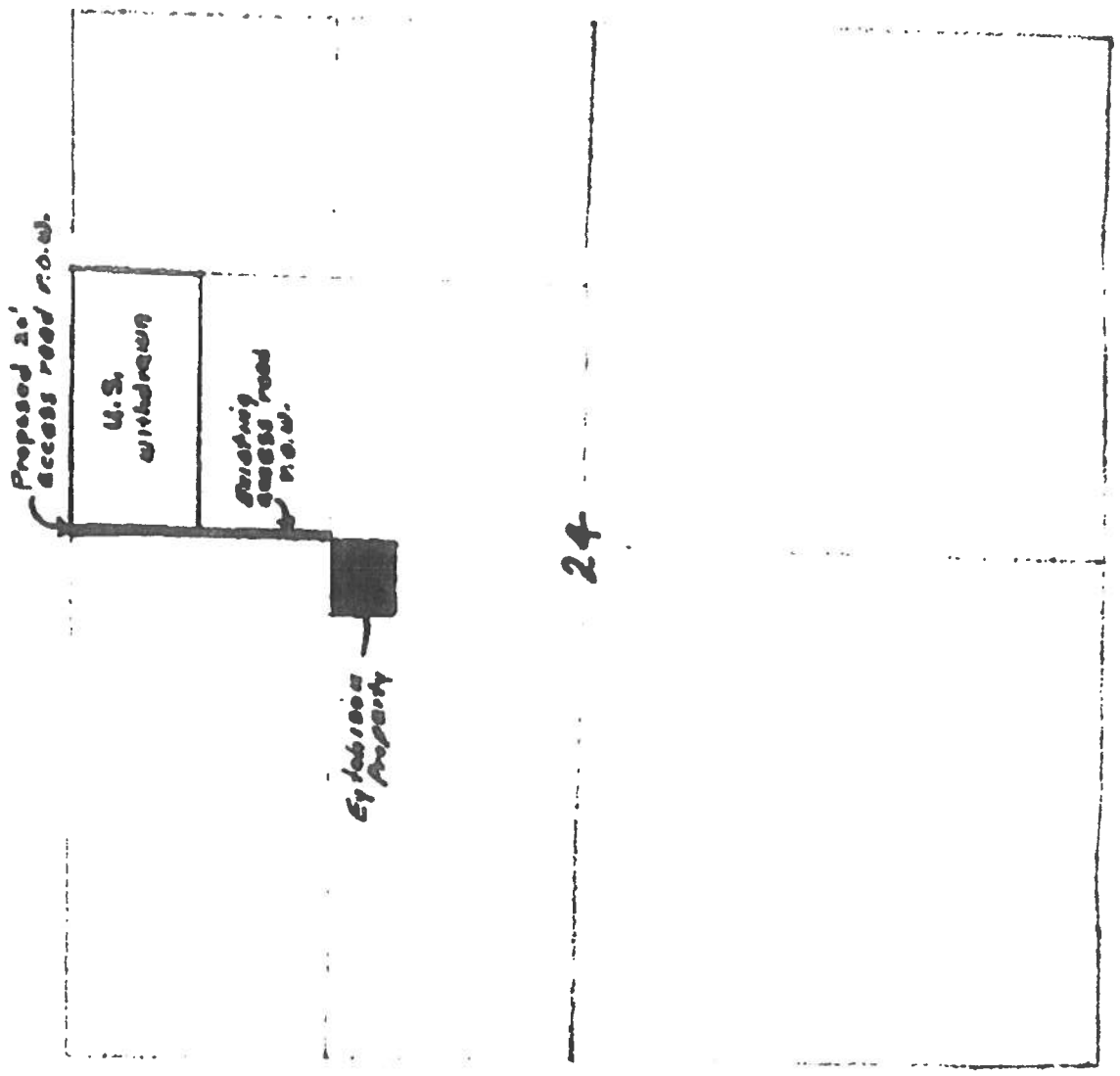
On this 22nd day of *June*, 1978, personally
appeared before me *Earl Giles*, *Bill Anderson*, and
Stan G. P. Lehou, to me known to be the members of the Board of
Commissioners, Canyon County, Idaho, that executed the within
and foregoing instrument, and acknowledged said instrument to be
the free and voluntary act and deed of said County for the uses
and purposes therein mentioned, and on oath stated that they were
authorized to execute said instrument.

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



Earl Giles
Notary Public in and for the
State of Idaho
Residing at: *Boise*
My commission expires: *8/20/78*

N 1/2 NW 1/4 NE 1/4 Sec 24 T5N R4W B.M.



24

Exhibit "A"

BOR has stated they would be happy to talk with DSD regarding the contract in question, but the BOR has not received any contact from DSD. When speaking with DSD they state BOR needs to contact them. BOR states they are not the one questioning the document. If DSD needs clarification, then they are the ones who need to reach out. Hence the never ending cycle of no contact between the two agencies and no answers regarding my requests.

The impact of our residence on the 662 feet will be minimal as it is already under constant use from surrounding farmers and the existing residence. Allowing usage for our residence will actually assist in sharing the cost of maintenance with the existing residence. It will not add any additional costs or burdens to the county or the highway district. It would fall to a road maintenance agreement between the existing residence and our new residence as the county would require. It also makes the most sense for EMS access as it would be a much more direct route to our home in case of an emergency.

I would like the Board to be aware of the incredibly personal meaning it would have to me and my family to be able to access our home off of Goodson Rd. I am a 5th generation Idahoan. The name Goodson Rd, was named after my great grandfather Edward Goodson. I bought my parcel from his son, Eddie Goodson, my grandfather, who passed away only 4 months ago. I was born under the last name of Goodson and I would love for my family to continue living in this area off of Goodson Rd. Which brings me to my questions for the Board.

I would like the Board to explain to me why a Public Road Right of Way Contract is not being recognized as such?

What do I need to do in order to obtain a building permit off of this public access right of way? Please explain in detail.

If the Board disagrees with my interpretation of the Public Road Right-of-Way Contract, please explain in detail as to why and if there is a way to resolve it?

Please note, I have already purchased a home that is ready to be placed on a foundation and a contractor who is ready to build the foundation. Our missing piece is the access to our property off of Goodson Rd for a building permit. I am aware I would need to file an amendment from the current existing administrative land split decision and would be happy to do so with your permission to move forward.

I look forward to meeting with the Board at your earliest convenience. Thank you for taking the time to read my request. I have included a copy of the 1978 Road Right-of-Way Contract for your review.

Sincerely,
Destiny Platt

SITE PLAN & LETTER OF INTENT - CHECKLIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

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



The site plan is a detailed GRAPHICAL description of existing and proposed site features. Include all applicable items on your site plan:

- All existing and proposed structures and dimensions (i.e. 40'X30' shop, 20'x20' shed, 40'x50' house, 10' windmill, etc.)
- Infrastructure: well, septic, irrigation ditch, settling ponds, drainage swales, etc.
- Transportation: parking, loading areas, driveways, etc. adjacent driveways, roads, highways or other accesses
- Easement locations and dimensions
- Setbacks from property lines, section lines, collectors and arterial roads and/or building envelope
- Areas of steep slopes, wetlands, and/or floodplain
- Existing or proposed fences
- Signs
- Major landscaping or hardscaping, such as large trees, berms, or retaining walls, water features
- Areas of activity, outdoor seating, food vendor area, stockpiling, open pit, etc.
- Any other site features worth noting

The Letter of Intent is a detailed WRITTEN description of proposed and existing uses at the site. Include all applicable items in your letter:

- A description of the proposed use and existing uses
- A description of the proposed request and why it is being requested
- Expected traffic counts and patterns
- Phasing of development
- How proposed use may affect neighboring uses
- A description or further explanation of the site features (see site plan list above)
- Explanation of any other permits through other agencies that may be required
- Description of business operations, such as number of employees, hours of operation, delivery and shipping
- A description of how the proposed use is consistent with specific zoning criteria or comprehensive plan policies
- Any other items which may require further explanation

RECEIVED

ADMINISTRATIVE LAND DIVISION - CHECKLIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

www.canyoncounty.id.gov Phone: 208-454-7458 Fax: 208-454-6633



Check appropriate application type:

- Amend* **AD 2021-0060 / RD 2021-0021**
Administrative Land Division of "A" (Agricultural) land in accordance with CCZO §07-18-01
Less than 80 acres: Two (2) residential parcels
80 to 119 acres: Three (3) residential parcels
More than 120 acres: Four (4) residential parcels
- amend Black Canyon conditions and access to Parcel 3.*
- Administrative Land Division of original parcels in all other Zones in accordance with CCZO §07-18-01(1)B.
 - Administrative Division and Relocation of Building Permits Between Contiguous Parcels in an Agricultural Zone in accordance with CCZO §07-18-05.
 - Administrative Division of a Nonviable Parcel in an Agricultural Zone in accordance with CCZO §07-18-03.

THE FOLLOWING ITEM MUST BE SUBMITTED WITH THIS CHECKLIST:

- Completed Parcel Inquiry verifying eligibility Case # _____ or provide evidence the parcel is eligible for land division.
- Master Application completed and signed.
- Site Plan showing existing and proposed property lines and sizes, easements, irrigation, access, and setbacks from existing structures, north arrow, and contours.
- Detailed Letter fully describing the request and required findings. The following findings must be included:
 - Does the property contain 15% slopes or greater?
 - Provide an irrigation plan (if applicable); and
 - Provide proof that any required conditions from previous County approvals are met or will be met as part of this request.
 - Additional information for Relocation of Building Permits: Demonstrate how the request promotes effective or efficient farming and/or promotes the clustering of structures.
 - Additional Information for Nonviable Parcels in the "A" Zone: (1) Demonstrate how the site constraints/resource issues on the property makes agricultural use extremely difficult; and (2) Demonstrate how the request does not create a negative impact to surrounding agricultural uses.
- Deed or evidence of property interest to all subject properties
- Draft 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 required utility easements.
- Road User's Maintenance Agreement (if applicable)
- \$330 (lot split) or \$600 (building permit transfer/non-viable division) non-refundable fee**

ADDITIONAL APPROVALS COMBINED WITH THIS REQUEST:

- Private Road application **\$80 fee**
- Easement reduction request (The reduction cannot be less than 28 feet wide) **\$80 fee**
- Property Boundary Adjustment **\$80 fee**

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

Process:

1. Complete **Parcel Inquiry** verifying eligibility for Administrative Land Division process or provide evidence demonstrating the subject parcel is eligible for land division.
2. Submit application with all required submittals and fees.
3. Notification of the application shall be provided to the applicable fire and highway districts and shall provide such districts a period of fifteen (15) calendar days from the date of notice to submit comments concerning the application.
4. Once the case planner reviews the application and provided preliminary approval; the following must be provided:
 - a. A recorded Record of Survey;
 - b. A recorded Road User's Maintenance Agreement (if applicable); and
 - c. Any additional information required by the case planner.
5. The case planner provides a report to the Director who will make a final determination regarding the application.
6. The signed approval document by the Director, which may include conditions of approval, must be recorded at the Recorder's office by the applicant or their representative. A copy of the recorded approval must be submitted to DSD.
7. **DISCLAIMER:** The decision by the Director is appealable per §07-05-07.
8. **DISCLAIMER:** Parcels will not be adjusted as approved or receive new parcel numbers by the Assessor's office until deeds are recorded.

SETBACKS THAT MAY APPLY TO YOUR PROPERTY TO PLAN FOR WHEN DESIGNING LOTS:

- Minimum Setbacks Based on Zoning (CCZO Section §07-10-21(1))
- Section/Quarter Section Line (70 foot unless waived by highway district; §07-10-19)
- Collector (50' setback from identified collectors on functional classification map; §07-10-21(1)4(A))
- Principal Arterial (70' setback from identified arterials on functional classification map; §07-10-21(1)4(B))
- State Highway 44 (95' setback from centerline); §07-10-21(1)4(B)
- State Highway 55 (90' setback from centerline); §07-10-21(1)4(B)
- US Highway 20/26 (120' setback from centerline); §07-10-21(1)4(B)

AMENDMENT TO GOODSON ADMINISTRATIVE LAND SPLIT AD2021-0060/RD2021-0021

The following amendments are to be considered individually

- Page 1/following comments were received/Black Canyon. Replace the following statement of: Black Canyon Irrigation will require a crossing agreement to be in place at time of building permits applied for with the statement provided by Black Canyon Irrigation District's letter of acknowledgement with the requirements written under approval conditions.
- New statement to read as follows: Black Canyon Irrigation will require all irrigation easements to be retained free of obstructions and water canal to all properties.
- Page 2/under decision/modify statement #7) Crossing agreement with Black Canyon Irrigation must be in place prior to the issuance of any building permit(s).
- New statement to read as follows: Crossing agreement with Black Canyon Irrigation must be in place prior to the issuance of any building permit(s) to Parcel #4 as cited on record of survey for Goodson Family Trust.
- Access to Parcel #3 will no longer be from Indecision Ln, but off of Goodson Rd as it has always served both residential and agricultural use. The access to Parcel #3 from Goodson Rd has a 662 feet in length public road right-of-way as cited under Instrument # 835184, Contract # 8-07-10-L0194 between the Bureau of Reclamation and Canyon County.
- If Canyon County would like a road maintenance agreement to be put in place for the 662 ft, then such discussion will need to take place with the landowners of Parcel #3.



DSD Director Administrative Decision

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

2021-054590

RECORDED

08/04/2021 11:35 AM



CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=9 LBERG

\$34.00

MISC

EDWARD GOODSON

Case Number: AD2021-0060/RD2021-0021

Parcel(s): R38437

Property Owner/Applicant(s): Edward Goodson

Request: The applicant, Edward Goodson, is requesting an administrative land division of Parcel R38437. The property is zoned "A" (Agricultural). The result of the request will create a total of four (4) parcels. Three (3) with building permits and one (1) agricultural only parcel. The result of the request also consists of a private road and easement reduction to serve the parcels.

Property History: The subject parcel, approximately 117.57 acres is "original parcel" as defined by CCZO (created prior to September 6, 1979 CCZO Section 07-02-03 see PI2020-0288).

Land Division (CCZO Section 07-17-03 & 07-18-01): Consistent with CCZO §07-18-01(1)B, the request meets the one-acre average minimum lot size requirements of the "A" Zone (CCZO §07-10-21(2)).

The request is also consistent with the following requirements of CCZO §07-17-03(3)F:

- Each parcel will maintain individual water rights after division is completed.
- A Record of Survey has been recorded (Instrument #2021-052318, Attachment A).
- Based upon the review of the application and review of County contour maps, the property does not contain slopes greater than 15%.
- The request was reviewed and accepted by Southwest District Health (SWDH), Caldwell Rural Fire District, Black Canyon Irrigation District and Notus-Parma Highway District. Following comments were received:
 - o Southwest District Health requires a septic permit at the time of building permit submittal.
 - o Caldwell Rural Fire District requires a permit at the time of building permit submittal.
 - o Black Canyon Irrigation will require a crossing agreement to be in place at time of building permits applied for.
 - o Notus-Parma Highway approved the proposed access via shared approach and require an approach permit at time of building permits.

Private Roads and Easement Reduction (CCZO Section 07-10-03): The applicant is requesting a private road of 60-foot wide. The proposed private road name, "Indecision Lane" is in substantial conformance with Section 06-05-13. The names are not duplicated by sound or spelling within Canyon County. As conditioned, the private road shall meet all minimum construction standards (CCZO Section 07-10-03(3)). Private road signage must be installed per the highway district standards. Per CCZO §07-10-03(1)B3, a Road User's Maintenance Agreement (RUMA) has been recorded (Instrument No.2021-052157).

The applicant is requesting an easement reduction of a shared access easement from 60-foot to 28-foot. The 28-foot wide shared access easement continues beyond the 60-foot Private Road access easement (severed by all parcels) to serve parcel 1 & 3 (Attachment B). Per CCZO §07-10-03(1)B2, an access easement must be 60' wide unless a reduction is approved by the Development Services Director. Per CCZO §07-10-03(1)D, the proposed 28' easement provides adequate access without creating safety issues. No evidence was provided or found showing the reduction would create impacts to neighbors or essential services. Therefore, a 28' wide easement will provide adequate access to parcel 1 & 3.

The parcel shall be divided in compliance with Instrument No. 2021-052318 (Attachment A), as follows:

Parcel 1: 5.01 acres – Residential permit available

Parcel 2: 97.82 acres – No building permit available (Agricultural Only)

Parcel 3: 10.00 acres – Residential permit available

Parcel 4: 5.01 acres – Residential permit available

**** New parcel numbers will be created by the Canyon County Assessor upon recordation of deeds****

Decision: Upon review by the Director of DSD, the application to complete the requested land division, private road and easement reduction per §07-18-01, §07-17-03 & §07-10-03 is **APPROVED** subject to the following conditions:

- 1) The development shall comply with all applicable federal, state, and county laws, ordinances, rules and regulations that pertain to the property include the Idaho Right to Farm Act (Idaho Code § 22-4503).
- 2) An approach permit shall be obtained from Notus-Parma Highway prior to building permit issuance.
- 3) Prior to building permit issuance, a septic permit is required by Southwest District Health.
- 4) Prior to a certificate of occupancy, the private road shall be built to meet the minimum construction standards (CCZO Section 07-10-03(2) & (3)). The construction of driveways/private roads longer than one hundred fifty feet (150') from a public street right of way to the most distant portion of an inhabited building and private roads shall be inspected and certified by the applicant's engineer before obtaining a certificate of occupancy.
- 5) A sign conforming to the applicable highway district standards shall be erected and maintained at the property owners' expense. Verification of installation of road signs shall be provided to DSD before Certificate of Occupancy.
- 6) 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.
- 7) Crossing agreement with Black Canyon Irrigation must be in place prior to the issuance of any building permit(s).


Steve Fultz, Director

8/3/21
Date

State of Idaho)

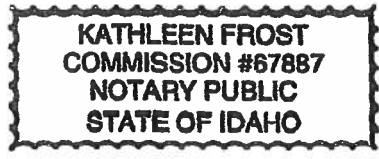
SS

County of Canyon County)

On this 3rd day of August, in the year of 2021, before me Kathleen Frost, a notary public, personally appeared Stephen Fultz, 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



IRRIGATION DISTRICT

ADMINISTRATIVE LAND DIVISION LETTER OF ACKNOWLEDGEMENT

To: Jack Canyon Irrigation District

Date: 04/01/2021

Applicant Name:

Edward M. Gordon

Current Mailing Address:

22470 Gordon Pl. Parma, ID 83660

Site (Subject Property) Address: Sec 24 T5N R4W Bm Parcel # R38437

Phone Number: 208-713-2092 Fax: _____

E-mail address: maleepaul6761@gmail.com

Type of Administrative Land Division Application:

- Administrative Land Division [Canyon County Code § 07-18-01]
- Transfer of Building Permits [Canyon County Code § 07-18-03]
- Variance--Discretionary Decrease/Increase in Lot Size [Canyon County Code, Article 8]
- Easement Reduction [Canyon County Code § 07-10-03 (1) (B)]

OFFICIAL USE ONLY BELOW THIS LINE

LETTER OF ACKNOWLEDGEMENT ACTION:

Determination and Decision and Order on Application for Letter of Acknowledgement:

- Approval Approval Subject to Conditions Denied

Approval Conditions, if any, are herein set forth:

All irrigation easements to be obtained free of obstructions and water conveyed to all properties.

This acknowledgement is valid only for six months from the date issued.

Basis for action:

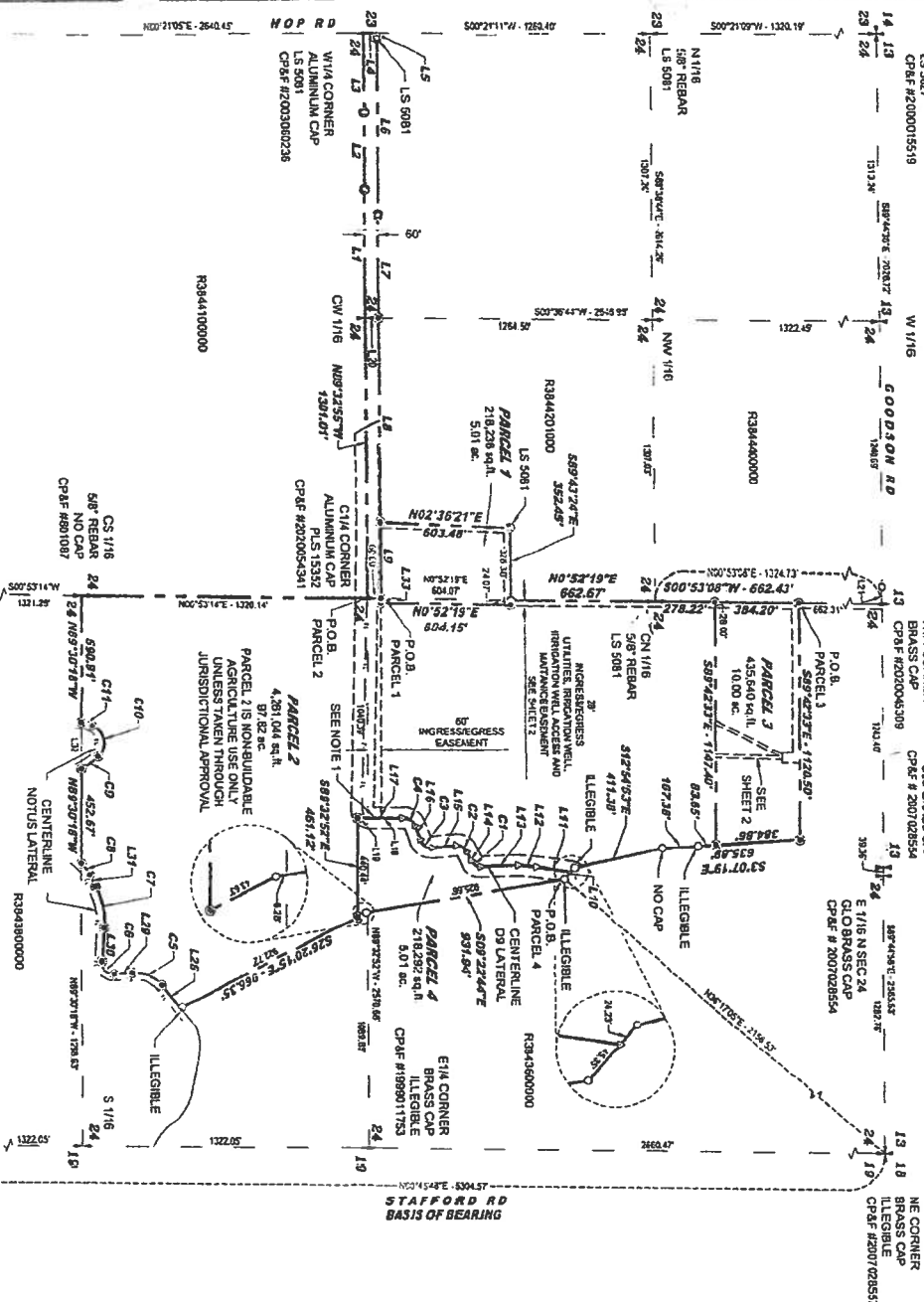
Dated: 4/9/21

Signed Cal Hay
Authorized Irrigation District Representative

Revised 3/23/21

RECORD OF SURVEY FOR GOODSON FAMILY TRUST

A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, AND THE EAST 1/2 OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST, B.M., CANYON COUNTY, IDAHO -2021-



2021-05-23 18
RECORDED
07/27/2021 1:00:59 AM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Piper Searle & Sons
SURVEY
TRIMLINE SURVEYING
3100

LEGEND

- SECTION OR MONUMENT AS NOTED
- 1/4 COR. MONUMENT AS NOTED
- 1/16 COR. MONUMENT AS NOTED
- FOUND 1/2" REBAR AS NOTED
- FOUND 5/8" REBAR AS NOTED
- FOUND IRON PIPE
- SET 1/2" REBAR W/ CAP 101C PLS 9895
- SET 5/8" REBAR W/ CAP 101C PLS 9895
- ▲ CALC POINT
- POINT OF BEGINNING
- BRASS CORNER
- BOUNDARY LINE
- SECTION LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- THE LINE

CERTIFICATE:

I, KENNETH H. COOK, A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, CERTIFY THAT:
1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF MALEE THOMAS.
2. THE LANDS SURVEYED LIE WITHIN SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST, BOISE MERIDIAN, AND THE SURVEY WAS COMPLETED ON APRIL 20, 2021.
3. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTERS SHOWN, AND CHAIN THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY AND IS IN CONFORMITY WITH THE CORNER PERPETUATION AND FILING ACT, STATE OF IDAHO CODE SS-1601 THROUGH SS-1812.



P.L.S. 9895

NOTES:
A CROSSING AGREEMENT FOR THE D9 LATERAL MUST BE ESTABLISHED BEFORE BUILDING PERMIT IS ACQUIRED

RECORD DATA

ROS RST# NO. 200721545
WARDENANT DEED INST. No. 911874
JUDGEMENT INST. No. 489468 BOOK 39 PAGE 314 AND 315

NARRATIVE:

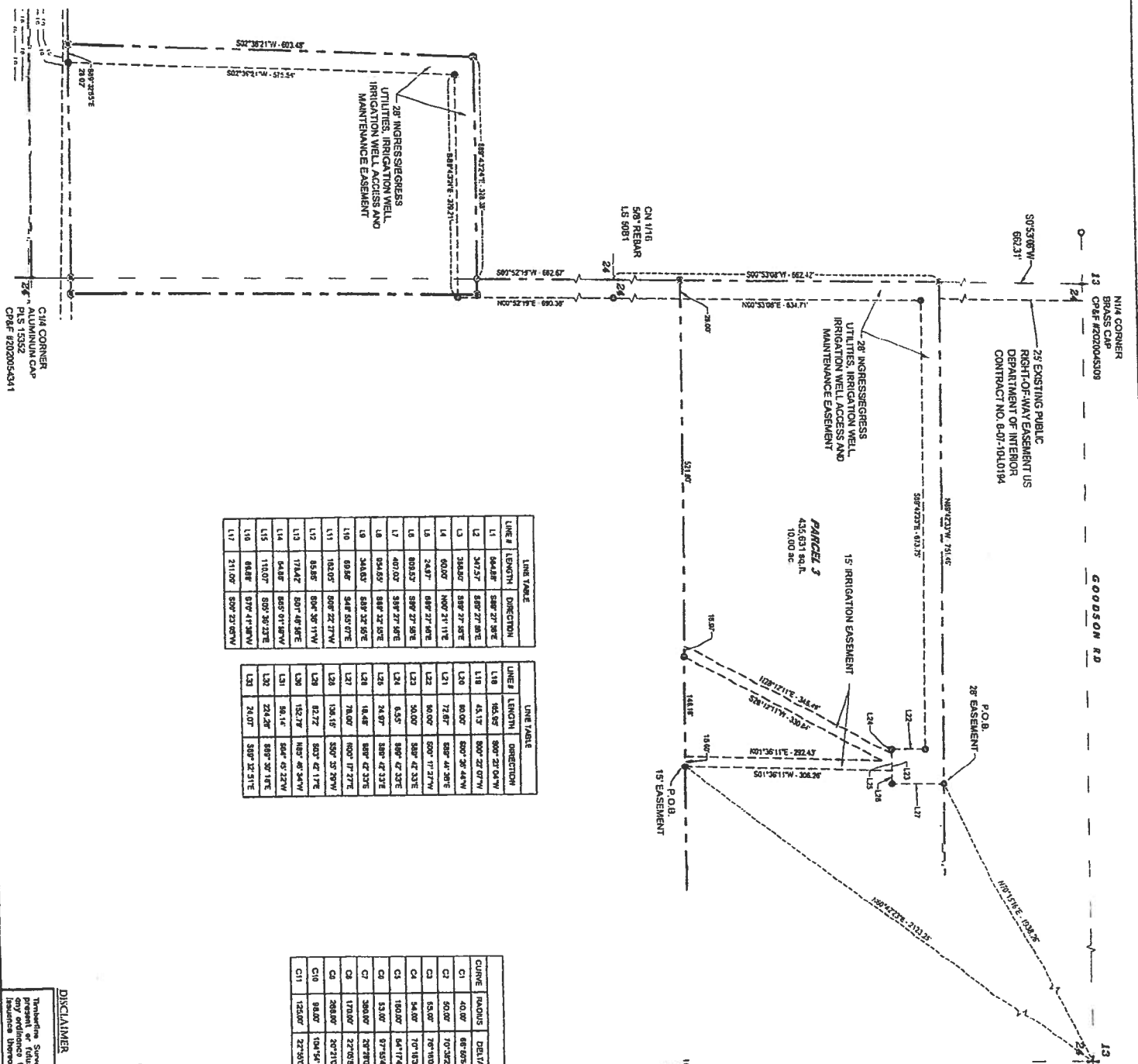
THIS SURVEY WAS MADE AT THE REQUEST OF MALEE THOMAS TO ESTABLISH THE BOUNDARY AS SHOWN. BOUNDARY WAS DEFINED FROM FOUND MONUMENTS OF RECORD.

BASIS OF BEARING:

THE EAST LINE OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 4 WEST, BOISE MERIDIAN WAS NORTH 07°46'48" EAST AND DISTANCE BETWEEN MONUMENTS FOUND TO BE 5304.57 FEET.



DISCLAIMER
This office and its employees assume no responsibility for the accuracy of any information or data provided by any other party or for any reliance to include building permits or the issuance thereof.
IDPLS 2020
1011 NO. 2020
5414 N. 24th St. - E. 201-465-9990
817 MARKINGWAY, SUITE 3 SALEM, IDAHO 83655
P. 208-465-5487 - F. 208-465-9990



LINE #	LENGTH	DIRECTION
L1	664.88'	S89°27'39"E
L2	347.27'	S89°27'39"E
L3	388.80'	S89°27'39"E
L4	600.00'	N00°11'17"E
L5	244.97'	S89°27'39"E
L6	808.52'	S89°27'39"E
L7	401.02'	S89°27'39"E
L8	934.55'	S89°27'39"E
L9	348.85'	S89°27'39"E
L10	698.86'	S89°27'39"E
L11	102.07'	S00°22'27"W
L12	85.85'	S00°22'27"W
L13	178.42'	S00°48'49"E
L14	644.88'	S65°01'39"W
L15	110.07'	S00°20'23"E
L16	68.88'	S77°41'39"W
L17	211.09'	S00°23'09"W

LINE #	LENGTH	DIRECTION
L18	662.87'	S00°23'04"W
L19	43.15'	S00°27'07"W
L20	800.20'	S00°20'44"W
L21	72.87'	S89°46'36"E
L22	80.00'	S00°17'27"W
L23	30.00'	S89°42'33"E
L24	8.55'	S89°42'33"E
L25	24.87'	S89°42'33"E
L26	18.48'	S89°42'33"E
L27	78.00'	N00°17'27"E
L28	18.48'	S00°23'28"W
L29	82.72'	S00°23'28"W
L30	158.15'	S00°23'28"W
L31	152.78'	N89°40'34"W
L32	96.14'	S64°40'22"W
L33	224.28'	S89°29'19"E
L34	24.07'	S89°29'19"E

CURVE	RADIUS	DELTA	LENGTH	TANGENT	BEARING	CHORD
C1	40.00'	68°09'57"	44.87'	78.40'	S31°38'33"W	44.87'
C2	50.00'	10°28'27"	61.84'	33.43'	S89°42'48"W	51.81'
C3	55.00'	7°08'34"	73.84'	43.20'	S89°28'21"W	61.85'
C4	84.00'	7°08'34"	92.27'	30.02'	S39°32'21"W	61.18'
C5	150.00'	64°17'48"	151.62'	82.00'	S29°28'28"W	148.01'
C6	150.00'	97°54'47"	93.58'	60.88'	S43°10'34"W	78.86'
C7	200.00'	20°27'04"	193.44'	98.57'	S19°29'21"W	102.28'
C8	170.00'	22°05'58"	63.57'	33.50'	S59°42'24"W	61.18'
C9	268.00'	20°21'07"	85.20'	48.17'	N07°01'08"W	84.10'
C10	98.00'	104°54'13"	170.45'	127.48'	S89°27'14"W	150.44'
C11	125.00'	22°30'02"	50.00'	28.34'	S18°37'39"W	49.85'

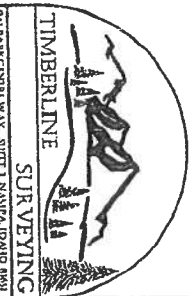
C14 CORNER
ALUMINUM CAP
PLS 15352
CR# 8202054341

N1/4 CORNER
BRASS CAP
CR# #202045308

28' EXISTING PUBLIC
RIGHT-OF-WAY EASEMENT US
DEPARTMENT OF INTERIOR
CONTRACT NO. 8-07-1010194

N1/4 CORNER
BRASS CAP
ILLEGIBLE
CR# #2001028557

DISCLAIMER
The undersigned assumes no responsibility for
any present or future compliance or non-compliance of
any ordinance to include building permits or the
insurance thereon.



RD PARKCENTRAL WAY, SUITE 100A, IDAHO FALLS, IDAHO 83401
P: 208-955-9887 • F: 208-955-9999
SHEET 2 OF 2
S44-24-40-0-00-02
INSTR. NO. 8124-D-01-01



United States Department of the Interior

BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGION
FEDERAL BUILDING, 700 WEST WASHINGTON
BOISE, IDAHO 83725

FEDERAL BUREAU OF INVESTIGATION
SUBJECT:

JUL 12 1977

420
774.

JUL 13 1977

1000	13
400	RF 17/19
420	

Memorandum

To: Project Superintendent
Attn: 400

From: Regional Supervisor of Water, Power and Lands,
Boise, Idaho

Subject: Right-of-Way Easement for Canyon County Road,
Boise Project - Payette Division

*Returned in
to J. J. J. J.
RF 17/19
7/12/77*

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

Neil Stassen

Enclosure

CHIEF DEPUTY
RICHARD L. HARRIS

DEPUTIES
ROBERT J. ELGEE
DENNIS E. GOFF
STEPHEN W. DRESCHER
WILLIAM B. DILLON III

JAMES C. MORFITT
CANYON COUNTY PROSECUTING ATTORNEY

COURTHOUSE
P. O. BOX 669
CALDWELL, IDAHO 83605
TELEPHONE
AREA CODE 208
456-0442

June 21, 1978


Board of Commissioners
Canyon County Courthouse
Caldwell, ID 83605

Re: Road Right of Way Easement Contract

Gentlemen:

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

Sincerely,


WILLIAM B. DILLON
Deputy Prosecuting Attorney

WBD/jw

United States
Department of the Interior
BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGIONAL OFFICE
Central Snake Projects Office
Boise Project - Payette Division

(Project or office)

RECORD OF EXECUTION OF CONTRACT

Contractor..... Canyon County, State of Idaho
Contract No..... 8-07-10-L0194..... Date of contract..... June 22, 1978
Estimated amount involved \$..... None
Purpose..... Right of way easement

Remarks:

Place..... Boise, Idaho..... Date..... June 27, 1978

1. Contract transmitted to Field Solicitor for legal approval.

J. J. [Signature]

Neil [Signature] Regional Supervisor of
Water, Power & Lands
(Title)

Place..... Boise, Idaho..... Date..... June 27, 1978

2. Contract given legal approval.

Robert S. Burr

Field Solicitor

3. Contract executed and transmitted to the following:

~~Original~~ contract - RO files
~~Transmitted~~ original to contractor
Copy to: Project Superintendent, Boise, Idaho
RO 426

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Central Snake Projects Office
Boise Project - Payette Division

ROAD RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made this 22nd day of June, 1978, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Federal Reclamation Laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this agreement, hereinafter called the Contracting Officer, and CANYON COUNTY, STATE OF IDAHO, a body politic, hereinafter called the County, acting by and through its Board of County Commissioners, hereinafter styled the Board,

WITNESSETH, THAT:

2. WHEREAS, in connection with the Payette Division of the Boise Project, Idaho, the United States, through the Bureau of Reclamation, Department of the Interior, has, pursuant to Federal Reclamation Laws, withdrawn certain public lands in connection with the aforementioned Project; and

3. WHEREAS, the County desires to utilize portions of such land for the purpose of constructing and maintaining a County road upon the premises.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:

4. The United States hereby grants to the County, subject to the terms and conditions of this agreement, an easement to construct, operate and maintain a county road upon the property of the United States described as the west 25 feet of the ~~W¹/₂~~ of Section 24, Township 5 north, Range 4 west, Boise meridian, Canyon County, Idaho, as shown on the attached plat marked Exhibit "A" and by this reference made a part hereof.

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

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

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

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

7. The County agrees as follows:

a. There is reserved to the United States, its successors and assigns, the prior right to use any of the right-of-way herein described to construct, operate and maintain all structures and facilities, including but not limited to canals, wasteways, laterals, ditches, roadways, electrical transmission lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

b. That if the construction of any or all of such structures and facilities across, over or upon said right-of-way should be made more expensive by reason of the existence of improvements or works of the County thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within 30 days after demand is made upon the County for payment of any such sums, the County will make payment thereof to the United States or any of its successors or assigns constructing such structures and facilities across, over and upon said lands. As an alternative to payment, the County at its sole cost and expense and within time limits established by the Government, may remove or adapt facilities constructed and operated by it on said right-of-way to accommodate the aforementioned structures and facilities of the United States. The County shall bear the cost to the Government of any costs occasioned by the failure of the County to remove or adapt its facilities within the time limits specified.

c. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said right-of-way for the purpose of exercising, enforcing and protecting the rights reserved herein.

d. That the United States, its officers, agents and employees and its successors and assigns, shall not be held liable for any damage to the County's improvements or works by reason of the

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

8. The County hereby agrees to indemnify and hold harmless the United States, its agents and employees, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the County's activities under this agreement.

9. The County will use, operate and maintain the land covered by this easement in such a manner as not to interfere with the operation and maintenance of the Boise Project, Payette Division; or with the administration of adjacent land owned by the United States.

10. The County shall reseed and establish grass on the road cuts where erosion may occur. These areas will be determined by the Contracting Officer.

11. The provisions of this easement shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this easement or any part or interest therein shall be valid until approved by the Contracting Officer.

12. This easement shall terminate:

a. At the option of the Contracting Officer if the County fails to comply with any of the terms and conditions thereof.

b. At the option of the Contracting Officer upon discontinuance by the County of the use of the land covered by this easement for the purposes herein stated for a period of twelve (12) consecutive months.

c. At the request by the County by giving written notice to the Contracting Officer.

13. The County hereby agrees as follows:

a. To comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 241) which provides that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance," and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR 17.

b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

14. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

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

THE UNITED STATES OF AMERICA

By *Robert M. ...*
Regional Director, PII Region
Bureau of Reclamation
Box 043 - 550 West Fort Street
Boise, Idaho 83724

CANYON COUNTY, STATE OF IDAHO

By *Earl ...*
Chairman of the Board of
County Commissioners

RA
Commissioner

[Signature]
Commissioner

(SEAL)

Attest:

Bill A. ...
Clerk *Ruth E. ...*
deputy

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

BLACK CANYON IRRIGATION DISTRICT

By Robert D. Hill

Title Manager

Attest:

Mary K. Kuhn
Secretary of the Board

STATE OF IDAHO }
County of Ada } ss

On this 27th day of June, 1978, personally appeared before me Rodney J. Yissia, to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

John H. Seal
Notary Public in and for the
State of Idaho
Residing at: Boise
My commission expires: life
My Bond Expires June 10, 1979

(SEAL)

STATE OF IDAHO }
County County } ss

On this 22nd day of June, 1978, personally appeared before me Earl Giles, Bill Anderson, and Stan E. Pilcher, to me known to be the members of the Board of Commissioners, Canyon County, Idaho, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said County for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

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

Robert E. Seal
Notary Public in and for the
State of Idaho
Residing at: *Boise*
My commission expires: 8/20/79

(SEAL)

N 1/2 NW 1/4 Sec 29 T50 R40 E. 11A.

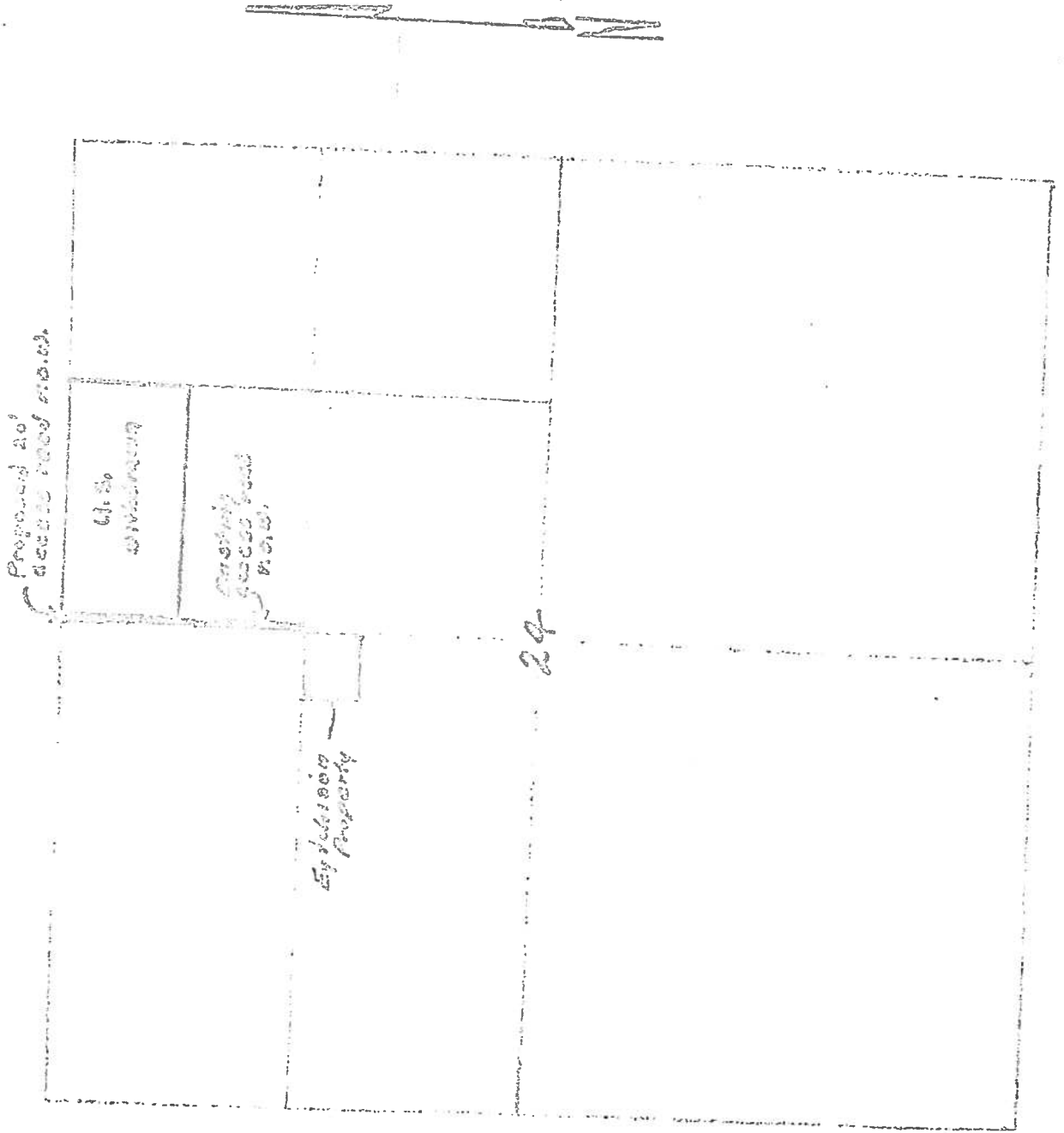


Exhibit "A"

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

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

Receipt Number: 81122

Date: 11/27/2023

Date Created: 11/27/2023 **Receipt Type:** Normal Receipt **Status:** Active

Customer's Name: Destiny Platt

Comments: AD2021-0060-MOD

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

CHARGES

<u>Item Being Paid For:</u>	<u>Application Number:</u>	<u>Amount Paid:</u>	<u>Prevs Pymnts:</u>	<u>Unpaid Amnt:</u>
Planning - Director's Decision without Notification to Property Owners - All Others	AD2021-0060-MOD	\$330.00	\$0.00	\$0.00

Sub Total: \$330.00

Sales Tax: \$0.00

Total Charges: \$330.00

PAYMENTS

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Check	2330	\$330.00

Total Payments: \$330.00

ADJUSTMENTS

Receipt Balance: \$0.00

N 1/2 NW 1/4 Sec 24 T5N R4W E.M.

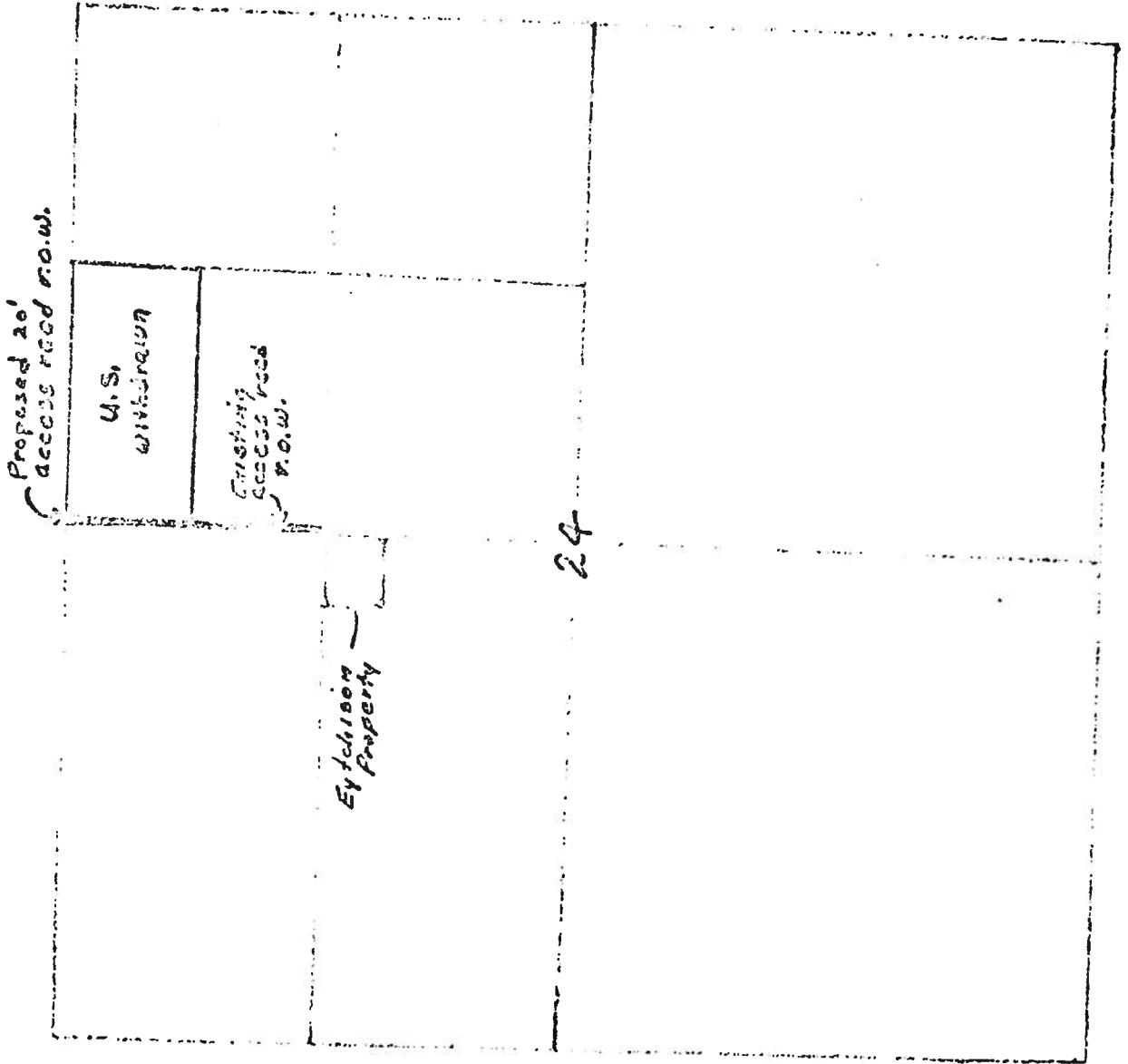


Exhibit "A"

Sabrina Minshall

From: Destiny Platt <diesel.momma86@gmail.com>
Sent: Monday, January 8, 2024 12:49 AM
To: Sabrina Minshall; Debbie Root
Cc: Zach Wesley; Darin Taylor
Subject: [External] Amendment Request Update AD2021-0060/RD2021-0021

Hello Sabrina,

I wanted to send you a quick explanation regarding the most recent forms I dropped off regarding my request to access my parcel from Goodson Rd. I provided a copy of my Warranty Deed and Legal Description regarding my property. It does not indicate that I have access off of Indecision Ln, but off of Goodson Rd and cites the existing right of way between BOR and Canyon County as allowing me Ingress/Egress to my parcel. I reviewed the administrative decision from 2021 and the exhibits that were referenced. The only referenced items are a road maintenance agreement and the Record of Survey. The road maintenance agreement allows me to use Indecision Ln, but the lane does not come into contact with my property. The Record of Survey does not indicate residential access to parcel #3 which is my parcel. Only a farm maintenance easement to access the existing farm well on parcel #3. I have been unable to locate any legal document providing access to my parcel off of Indecision Ln. The only proof of access to my property is showing it coming off of Goodson Rd.

Due to this most recent understanding/discovery it appears that I do not have another way in to access my property. I have reviewed the cited instrument numbers on my legal description and it is the same Record of Survey that the county has included with the administrative decision. If you would like me to send you a copy of the recorded instrument documents, please let me know and I will send those your way.

I will be happy to answer any additional questions you may have. I look forward to hearing from you.

Destiny Platt

From: Destiny Platt <diesel.momma86@gmail.com>
Sent: Thursday, January 4, 2024 1:42 PM
To: Sabrina Minshall
Subject: Re: [External] Re: Administrative Decision Question AD2021-0060 Goodson

Hello Sabrina,

In regards to the crossing agreement, it is not issued by BCID but by BOR as mentioned in our previous conversations and email with the land patent attached stating ownership of the waterway easement. I would be happy to send you the federal regulation that discusses who has the authority to issue crossing agreements if you would like for reference, just let me know. Yes, we had been working with BCID initially but were informed that the crossing agreement must come from BOR. Was BCID able to shed any light as to their opinion regarding the status from their communications with BOR? It is my understanding that BOR has reached out to BCID regarding this matter.

I'm happy to update you with my last communication from BOR. They have stated the crossing agreement continues to move forward, but the gentleman working on our application has been out of the office since December 22nd. He will be returning to the office next week and I anticipate to hear from him some time then with an update. If you would like BOR's contact information I would be happy to send that to you as well so you can reach out to them directly with any specific questions you may have. Let me know and I will send the information your way.

Thank you,
Destiny Platt

On Thu, Jan 4, 2024 at 12:44 PM Sabrina Minshall <Sabrina.Minshall@canyoncounty.id.gov> wrote:

Hi Destiny,

I have had some email communication with BCID on part of this and they have provided documentation of their process and discussions with you and your family.

Do you have any updates as to the status of getting a crossing agreement with them?



Sabrina C. Minshall, AICP

Director

Canyon County Development Services Department

111 N. 11th Ave., #310, Caldwell, ID 83605

Sabrina Minshall

From: Destiny Platt <diesel.momma86@gmail.com>
Sent: Monday, December 4, 2023 10:32 PM
To: Sabrina Minshall
Subject: [External] BCID and BOR Agreement AD2021-0060/RD2021-021

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Sabrina,

Here is a document I believe fulfills your request from our meeting last week showing the relationship between BCID and BOR and their contractual agreements of authority. Please let me know if this document and additional information within this email is sufficient regarding our request for the amendments regarding the crossing agreement wording for application AD2021-0060/RD2021-0021.

Thank you,
Destiny Platt

Here is a contract between BCID and BOR showing Black Canyon's repayment to BOR.



[Black Canyon Irrigation and BOR STATUTE-68-Pg79...](#)

Below is the direct link to BCID's website stating they operate and maintain BOR's waterway projects. Below the link is the section on their webpage that focuses on the contracts stating such. You can also find additional information under the Desert Land Act, also known as the Carey Act.

<https://blackcanyonirrigation.com/bcid-history>

HISTORY: Construction began on the First unit (Notus) canal in 1919. The completion of the First Unit distribution system was in 1921. Responsibility for operation and maintenance of the irrigation facilities were assumed by the Black Canyon Irrigation District on February 1, 1922.

The next development was construction of Black Canyon Dam and Power plant, completed in 1924. Deadwood Dam was completed in 1931 and Cascade Dam in 1948. Construction of these projects was performed by the Bureau of Reclamation. Work on the Black Canyon Main Canal was started in 1936 and was followed by completion of the distribution system for the gravity area of the second unit in 1940. The C-Line Pumping Plant and the distribution system for the pump area of the second unit were completed by 1949. Following the construction of the Second Unit distribution system, the facilities were operated by the Bureau until January 1, 1955, when the responsibility was transferred to the Black Canyon Irrigation District. By this transfer the District assumed operating responsibility for all facilities of the Payette Division excepting the

Direct Line: 208-454-6634

Fax: 208-454-6633

Email: Sabrina.Minshall@canyoncounty.id.gov

Website: www.canyoncounty.id.gov

Development Services Department (DSD)

From: Destiny Platt <diesel.momma86@gmail.com>

Sent: Monday, November 20, 2023 1:46 PM

To: Sabrina Minshall <Sabrina.Minshall@canyoncounty.id.gov>

Subject: [External] Re: Administrative Decision Question AD2021-0060 Goodson

URGENT

Hi Sabrina,

Sorry to bother you again. I know you are very busy and have many important matters to attend to and I hate to continue bothering you. This matter is extremely urgent for my family and I. My sister, her husband and small children are displaced without a home until this matter is resolved and I am residing in a family member's basement with my family at this time. The holidays are here and the builder told my sister she could move into her home in time for Thanksgiving. Here it is Thanksgiving week, her home is finished and all the other boxes are checked for occupancy and yet she is unable to move into her finished home. I put a down payment on my home in February and began this process shortly after and now my building permit has been stopped due to the Black Canyon irrigation wording that was put on our Administrative Decision. I know for some this is not an urgent matter, but for my family and my sister's family this matter is life altering and we need to find a resolution to this issue quickly. There are only 41 days left in this year which is why time is extremely important to us. I do not want to lose my house that is already built and on a lot waiting to be brought to our land and my sister is being called with extremely upset builders that will not be getting paid because her construction loan cannot convert to a mortgage without the COO. All of this upset is unnecessarily being caused because of two very specific sentences which need to be corrected on our Administrative Decision from a past Director. We have made sure to follow all the rules and regulations and yet we are still being denied access to our property for our homes. Could you please spare a few moments of your time to address our concerns? We would be very appreciative and I am more than willing to answer any questions you may have and provide any additional documentation you may need. Please feel free to reach out to me any day, any time.

Thank you for taking the time to address our concerns,

Destiny Platt

On Mon, Nov 20, 2023 at 8:50 AM Destiny Platt <diesel.momma86@gmail.com> wrote:

Hello Sabrina,

I hope you had a great weekend. I am following up on a voicemail I left on Friday as I thought sending everything via email might be helpful in saving some time and an in person meeting may not need to take place.

My question for you is in regards to a section on page 1 and page 2 on the Administrative Decision. I have circled and starred the ones in question in my attachment. The 3rd page is the signed letter of acknowledgement from the irrigation district and their approval conditions for us. To put it simply, the two don't match. Would you be willing to remove or modify the two statements in question on our Administrative Land Decision?

If you need more information please let me know and I will be happy to fill in any gaps and answer any questions you may have.

Thank you for taking the time to address our situation and concerns.

Destiny Platt