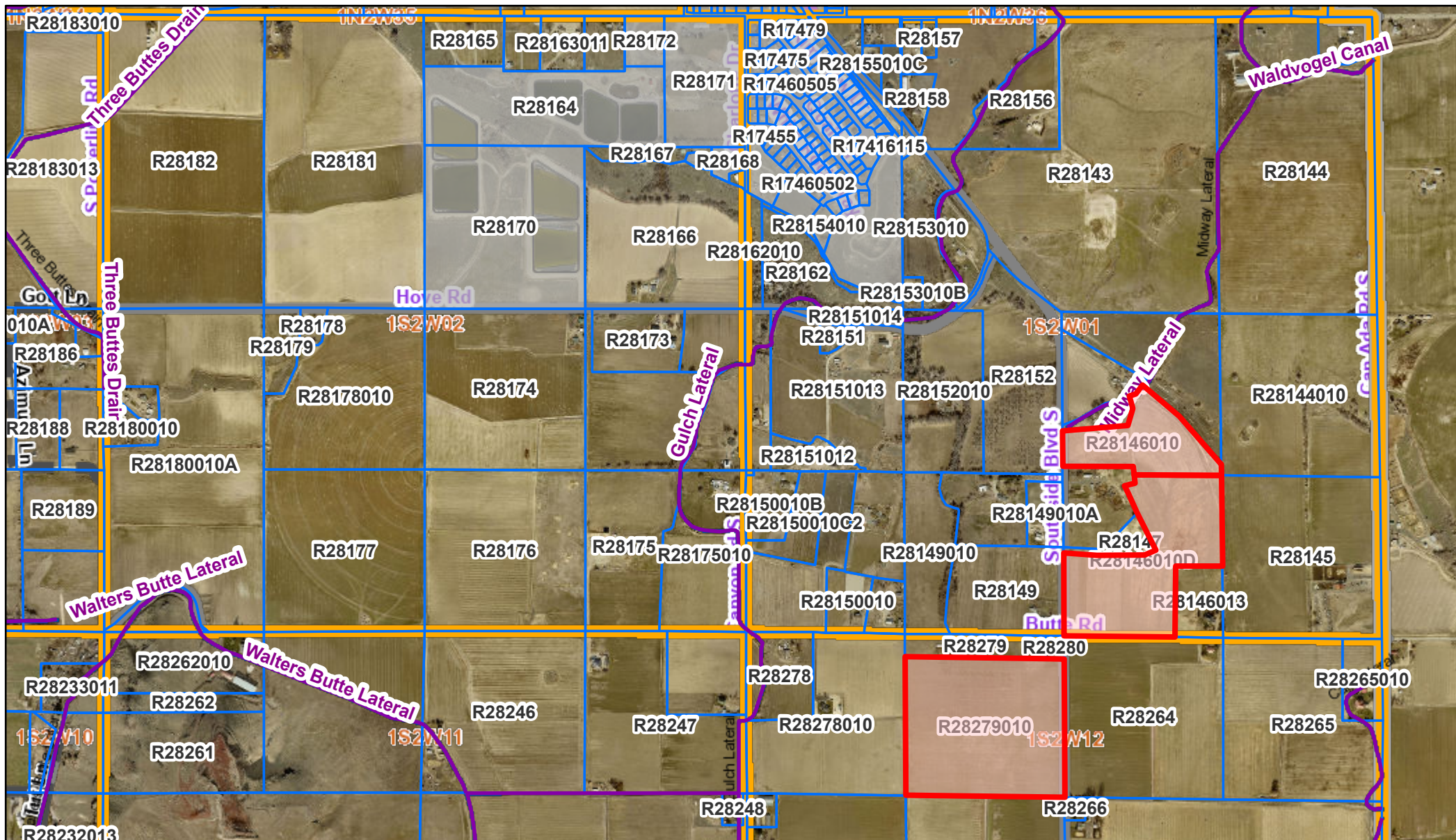
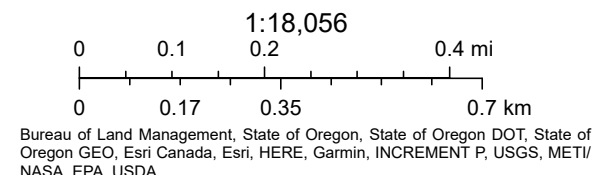


Canyon County, ID Web Map



5/21/2024, 2:56:52 PM

- Multiple Parcel Search_Query result
- Current Impact Area
- Hydro_NHDFlowline
- Hydro_NHDFlowline
- County Boundary
- City Limits
- Sections
- CanyonCountyRoads
- Roads
- CC_PrivateRoads
- ITDFunctionalClassification
- Major Collector
- Imagery_2022
- Red: Band_1
- Green: Band_2



MASTER APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #310, Caldwell, ID 83605

zoninginfo@canyoncounty.id.gov

Phone: 208-454-7458

Fax: 208-454-6633



PROPERTY OWNER	OWNER NAME: <u>Cleon & Patti Hoagland</u>
	MAILING ADDRESS: <u>P.O. Box 166 MEIDA, ID. 83641</u>
	PHONE: [REDACTED] EMAIL: [REDACTED]

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

Signature: Cleon Hoagland Date: 5-21-24

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

SITE INFO	STREET ADDRESS: <u>67th Street RD</u>
	PARCEL #: <u>028146010</u> <u>028279010</u> LOT SIZE/AREA: <u>028146010</u>
	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 checked="" 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 type="checkbox"/> PRIVATE ROAD NAME	<input type="checkbox"/> TEMPORARY USE	<input type="checkbox"/> DAY CARE
	<input type="checkbox"/> OTHER		

CASE NUMBER: <u>AD2023-0110-APL</u>	DATE RECEIVED: <u>5-21-24</u>
RECEIVED BY: <u>LISTER</u>	APPLICATION FEE: <u>\$600</u> <input checked="" type="checkbox"/> MO <input type="checkbox"/> CC <input type="checkbox"/> CASH

CH #1267

KIRTON | McCONKIE

Samuel Parry
1100 W. Idaho Street, Suite 930
Boise, ID 83702
sparry@kmclaw.com
208.370.3324

RECEIVED
MAY 21 2024
BY: Makaila
Phillips

May 21, 2024

Canyon County Planning and Zoning Commission
111 N 11th Avenue
Caldwell, Idaho 83605

**Re: Appeal of Director's denial of AD2023-0110 for administrative divisions under
Canyon County Code § 07-18-09**

Dear Commissioners:

In October 2023, Cleon and Patti Hoagland sought the Director's permission to divide their property south of Melba, which the Director denied without applying the correct standard or considering all the relevant facts. Hoaglands now appeal to you to reverse the Director's decision for the reasons explained below.

I. Background

By letter of intent dated October 20, 2023 (*see Attachment A*) and addendum dated February 23 (*see Attachment B*) (collectively, the "**Letter of Intent**"), Cleon and Patti Hoagland ("**Hoaglands**") requested administrative division of nonviable parcels in an agricultural zone for parcels R28146010 ("**Parcel A**"), R28146010D ("**Parcel B**"), and R28279010 ("**Parcel C**") together with Parcels A and B, the "**Property**") pursuant to Canyon County Code § 07-18-09. See *Figure 1* below for the relative locations of Parcels A–C near the intersection of Southside Boulevard and Butte Road south of Melba. The application was designated Case No. AD2023-0110 (the "**Application**").

The Application was supported by declarations from Cleon Hoagland, Mark Hoagland, Delores Hoagland, the late Marie Hoagland, and Lamar Harris, who each had personal knowledge of the Property from farming the land. The Application was also supported by Jerry Neufeld, the former Canyon County Crops Extension Educator, who served in that position for 23 years. After visiting the Property and observing conditions thereon, and reviewing agronomic data related to soil structure, fertility, yield, and historical production data, Mr. Neufeld concluded that the Property "has site constraints and resource issues that make the viability of [Hoagland's] farming operation extremely difficult." Neufeld letter at 2. Opposition letters were

sent by individuals with no personal knowledge or experience farming, monitoring, or tracking production on the Property.

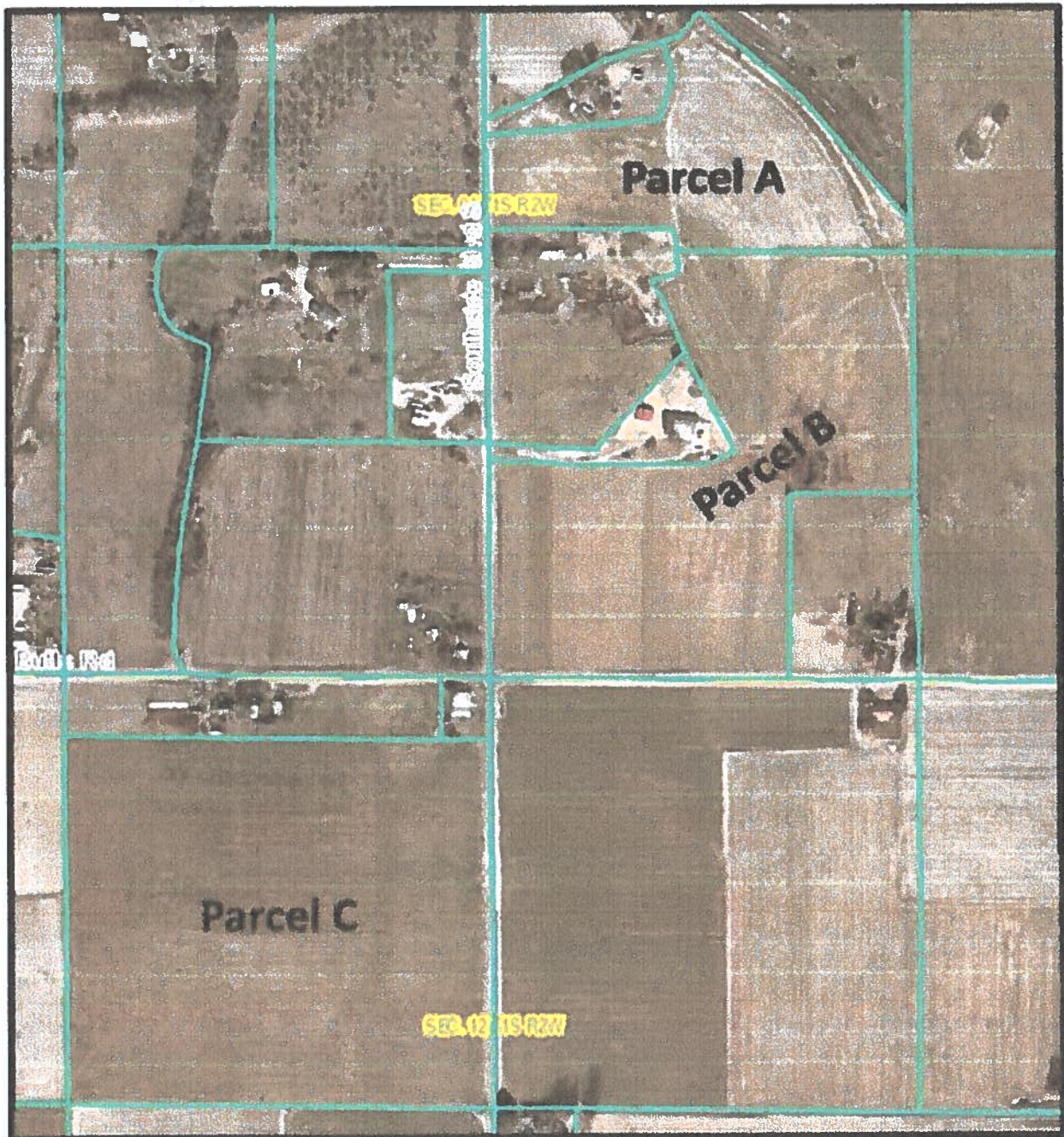


Figure 1. Relative location of Parcels A–C near the intersection of Southside Boulevard and Butte Road south of Melba.

As described in more detail below, the denial decision by the Director (the “**Decision**”) referenced the opposition letters, but ignored the statements from Mark and Cleon Hoagland, Lamar Harris, and Jerry Neufeld, and the evidence contained in those statements, which establish

that both agronomic and economic factors make it “extremely difficult” for “productive agriculture” on the Property. The decision downplayed the importance of economics in production agriculture and never discussed, or acknowledged, the agronomic variables identified in the Application that make viable, productive agriculture extremely difficult on the Property.

Hoaglands appeal to you pursuant to Canyon County Code Section 07-05-07, and respectfully request that you reverse the decision of the Director and approve their request for the reasons discussed below.

II. The Canyon County Code allows the administrative division of land where site constraints or resource issues make productive agriculture extremely difficult.

The County Code in Section 07-18-09 allows Hoaglands to divide an original parcel into less than five parcels if they meet the following standards (the “Standards”):

- A. The parcel(s) must be eligible for division; and
- B. The subject property shall be in compliance with the public nuisance ordinance and the building code before the director can approve the application; and
- C. The parcel, in whole or in part, shall consist of land with site constraints and/or resource issues, such as lack of water, suitable soils, topography, land compatibility, lot size or configuration, that makes productive agricultural use extremely difficult; and
- D. The division shall not create a negative impact to surrounding agricultural uses. Canyon County Code § 07-18-09(5).

According to the Decision, the first two standards were met by Hoaglands, but the Standards in subsection (C) and (D) were not.

Agricultural Viability is determined by the Standard in Subsection (C), Section 07-18-09:

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

The plain language of this code section controls the analysis of whether a parcel is viable for agriculture; however, the Decision ignored critical portions of the Standard.

This Standard is met even if the stated conditions occur on only part of the property (*i.e.*, “. . . in whole or in part”).

Furthermore, the term “productive agriculture” describes commercial, not hobby-level agriculture. The term “productive” implies more than just a nominal yield. “Productive” is defined as: “Achieving or producing a significant amount or result;” or “Producing or able to produce large amounts of goods, crops, or other commodities.” “Productivity” is an inherently economic metric that measures changes in output based on changes in input. More specifically, the measurement of “productive agriculture” is the quantity of outputs for a given quantity of inputs.

The term “extremely difficult” is also instructive of the intent of this Code Section. Hoaglands are not required to show that productive agriculture is impossible, or that no vegetation grows on the Property, only that productive agriculture is extremely difficulty on the Property.

Hoaglands have demonstrated that they have met all the standards and are eligible for the division requested in the Application; however, as described below, the Decision does not mention—much less address and explain away—the relevant facts in the Application proving that productive agriculture on the property is extremely difficult.

III. Hoaglands meet each of the Standards set forth in the Code and are eligible to divide the Property as requested in the Application.

The Letter of Intent stated and provided evidence that agronomic and economic conditions make it extremely difficult, if not impossible for productive agriculture on the Property. Hoaglands supported this position with evidence of *both* agronomic *and* economic factors. Specific evidence in long form is included in this letter because it was omitted from the Decision.

a. Report from former Canyon County Crop Extension Educator finds that productive agriculture on the Property is extremely difficult.

Mr. Neufeld’s report of the viability of agriculture on the Property (*see* Exhibit F of the Letter of Intent attached as Attachment A to this letter) contained facts related to the agronomic and economic variables, including the following information:

- The soils on the Property are shallow and eroded;
- The soils are very rocky, with rocks poking through the soil to the surface in places.
- “I stuck a shovel in the ground a few inches on one of [Hoagland’s] fields and immediately hit rock.”
- “The soils on the Property are Garbutt Silt Loam classified as 3e and 4e. “Class 3 soils have *severe limitations* that restrict the choice of plants or that require special conservation practices, or both. Class 4 soils have *very severe limitations* that restrict the choice of plants or that require very careful management, or both. The letter “e” shows that the main hazard is the risk of erosion unless close growing plant cover is maintained” (emphasis added).
- “The irrigation system on Mr. Hoagland’s field near the corner of Butte Road and Southside Boulevard South is a wheel line system pressurized by gravity to approximately 22 psi. The

diversion point into the pipeline supplying water to the field is about 2100 feet away and about 46 feet higher in elevation. A properly functioning wheel line irrigation system should be pressurized to between 40 and 60 psi. Low pressure in a wheel line leads to poor irrigation application uniformity. Water from one sprinkler will not reach the adjacent sprinkler thus leading to poor application uniformity in addition to other issues. Modifications, such as installing a booster pump and bring in electricity to the site could be made to the system to bring it up to wheel line irrigation standards, but given the nature of the shallow soils and rocky fields with low yields, this doesn't appear to be an economically viable option" (emphasis added).

- The Property is not productive or economically viable. There are no economies of scale.

After considering agronomic *and* economic variables, Mr. Neufeld concluded that "Mr. Hoagland's farming operation located south of Melba, Idaho, has site constraints and resource issues that make the viability of his farming operation extremely difficult" (emphasis added).

The Decision does not mention any of the site constraints and resource issues identified by Mr. Neufeld.

b. Lamar Harris, a farmer in the Melba area for over 40 years, concludes the Property is poor, rocky, and shallow farm ground.

In the Letter of Intent, Hoaglands provided a letter from Lamar Harris with JL Farms, who has been farming in the Melba area for over 40 years (*see* Exhibit E of the Letter of Intent attached as Attachment A to this letter). Mr. Harris has specific experience farming the Property and had this to say:

This piece of ground in my opinion is a very poor farm ground because of the shallowness of the soil. It is very rocky and quite hard to keep wet because of rocks and the shallowness of the soil. Over the years I have helped Cleon and many others try to farm this piece of ground. The people that have tried to farm this place have tried very hard to make it work but because of the shallowness of the soil I've never seen this ground produce a very good crop making it very hard to make a living on it. In my opinion this is one of the poorer pieces of ground in the Melba area.

The Decision does not mention any of the site constraints and resource issues identified by Mr. Harris.

c. Hoaglands cite specific facts establishing that production agriculture on the Property is extremely difficult and non-viable.

Mr. Neufeld and Mr. Harris's statements are consistent with the sworn declarations of Cleon Hoagland and Mark Hoagland (*see* Exhibits C and D of the Letter of Intent attached as Attachment A to this letter).

Mark Hoagland, who purchased a portion of the Property in 1959, established the following facts, which implicate agronomic and economic variables:

- “It was very hard to keep the ground wet enough to obtain sustainable yields. The best ground was on the far south end, but it was tough to get water to that end of the fields. The water leached through the ground too fast. Sink holes and cracks in the lava rock took a lot of water before it would even reach the end of the ditch.”
- “I tried diversifying to make farming profitable, I bought some milk cows and sold milk to Dairyman’s Coop in Caldwell, but I couldn’t support more than about 18 cows, which was too small an operation to be profitable.”
- “The soil was so rocky we could never pick up enough rocks. Some places you can’t even corrugate over the rocks. There is not one field on the place that doesn’t have rocks.”
- “We did so poorly, after about 5 years trying to farm the place, the sweet corn company dropped the contract. It proved impossible to make a living on that small farm as rocky and as poor ground as it was, and I eventually went back to college and then took a job as a high school teacher at Melba High.”
- “We leased the farm located on the southwest corner of Southside and Butte, kiddy corner to my farm, since the early ‘80’s. That ground has the same issues as my farm had, except it was even harder to get enough water to that field. The point of diversion was over 2000 feet to the north through a 6-inch pipe and we never got more than about 20 pounds pressure at the field. We tried planting a crop of potatoes, but the whole crop failed.”
- “We tried planting sugar beets and had to let half the field go so we could divert all the water to the remaining half to salvage the crop.”
- “This land is not viable for agriculture, mostly because of the soil which does not hold nutrients well, does not retain moisture, and is too shallow and rocky. It would take much more water than we are allotted to increase the crop yields, and even then the soil fertility and dept would require unsustainable amounts of expensive fertilizer every year. It would simply never pencil out.”

Cleon’s declaration is consistent with Mark’s. Cleon has lived his whole life on the Property. Among other things, Cleon’s declaration establishes the following facts:

- “I spent decades of my life picking up rocks out of the pasture behind the harrow. It seemed like we never even put a dent in the number of rocks.”
- “We switched to pressurized irrigation sometime around 1979. . . . But even after we switched to pressurized irrigation our yields did not improve because the soil was so rocky and shallow.”
- “After my dad had tried about everything to farm that place, he took a job teaching science and math at Melba High for over 25 years. My mom took part time work off the farm to supplement our family’s income. Only with off-farm income were we able to keep a few cows and grow some hay.”
- “We tried everything to make a go of it by farming, but we are sitting on a rock hill basically. Trying to farm a rock hill.”
- “Parcel A, especially the east end, and the northeast portion of Parcel B won’t grow much but some pasture grass. Those areas contain rock piles on the surface. Although we have disked

around the rock piles in the past, the rocks in the soil are hard on a disk. The soil is very shallow. We literally call it the 'rock pasture'".

- "Parcel B is mostly on a hill. The slope created a lot of issues with water retention and soil stability. Like Parcel A, Parcel B has shallow, rocky soil with little nutrients and poor water holding capacity."
- "The odd shapes of parcels A and B make it extremely difficult to irrigate efficiently."
- "My dad began leasing Parcel C to farm in about 1983. We did not own that ground at the time. I took over farming that place in 2012. The owners gave me the first chance to buy the place when they decided to sell in 2021. The prior owners sold because the ground was so poor and the lease was just not very valuable."
- "Water to Parcel C is limited. The point of diversion is over 2100 feet to the north delivered by a 6-inch pipe. I can only get 20 pounds of pressure at the northeast corner of Parcel C."
- "The rocky, shallow soil, combined with limited water, and the hilly topography has always limited the crop yield on Parcel C. Parts of Parcel C is nothing but exposed rocks."

Both Mark and Cleon Hoagland testified that Agriculture on the property has been subsidized by off-farm income for over 60 years. The off-farm income came from Mark Hoagland as a school teacher, Marie Hoagland with various part-time jobs, Cleon Hoagland with ranching and feedlot jobs, and Patti Hoagland as a nurse.

The Decision does not mention any of the site constraints and resource issues identified by Mark or Cleon, or the fact that farming on the Property has required off-farm subsidy.

IV. The Decision was wrong because it misapplied the standard and ignored relevant agronomic and economic variables showing that productive agriculture on the Property is extremely difficult.

None of the above-mentioned facts from the previous section are mentioned in the Decision. The Decision contained summaries of the opposition letters but did not summarize the facts from the Letter of Intent or the expert testimony provided therein. The Decision also (i) did not identify the standard for determining non-viability in Subsection (C), (ii) implied that economic variables are not relevant, and (iii) mischaracterized the Application as focusing solely on economic variables. Instead, the Decision focuses on letters from neighbors with no personal knowledge or experience farming the Property.

a. The decision cites to letters from neighbors with no personal knowledge or experience farming the Property, but ignores the testimony of Mr. Neufeld, Mr. Harris, and Mark and Cleon Hoagland.

Instead of relying on the evidence provided in the Application, the County substituted its own opinions and ideas and relied on the statements of neighbors with no personal knowledge or experience actually farming the Property themselves. None of the opposition letters correctly identify the relevant standard either. The opposition letters can only speculate about the Property's viability for productive agriculture. None of the opposition letters provide any facts proving that productive agriculture on the Property is not extremely difficult. Other than

conclusory statements, the opposition letters do not refute the specific facts set forth by Mr. Neufeld, Mr. Harris, and Hoaglands. The neighbors' information is limited to what they can observe from a distance without data or time working the land. This is contrasted by the quality of information and data relied on by Mr. Neufeld, Mr. Harris, and Hoaglands themselves.

b. The Decision failed to identify or apply the proper standard.

The Decision never sets forth the applicable standard from the Code (*see* Section II of this Letter). The Decision does not address whether site constraints or resource issues make productive agriculture extremely difficult. Instead, the Decision focuses solely on the definition of "viable farmland" from Code Section 07-02-03, which is "land that is capable of producing marketable farm animals or crops." That definition does not incorporate the concept of "productive agriculture" or apply the "extremely difficult" Standard. The term "viable farmland" is not determinative of the Subsection (C) Standard and is not even used in Section 07-18-09. Failure to apply the relevant standard created flaws in the Decision's reasoning, and the wrong outcome.

According to the Decision, the Letter of Intent, and supporting declarations and letters, focused solely on economic viability, which (according to the Decision) "not a constraint that can be used as evidence." Decision at 2–3. That is not true for two reasons.

First, as illustrated by this letter, the Application was full of evidence of *agronomic* variables, like soil fertility, structure, depth, and condition. The Letter of Intent described the small, irregular lot sizes, irrigation constraints, and the low yields. See Section III of this letter to review a sample of the agronomic and economic evidence provided in the Application. The full declarations and statements are contained in Attachment A.

Second, economics has everything to do with the viability of productive agriculture. The term "productive" is inherently economic. Economics relates to the allocation, distribution, and utilization of resources. The agronomic variables described in the Letter of Intent drive economics. The site constraints and resource issues identified in the Application limit the production output relative to the inputs. Even at a 1:1 ratio (one unit of output for one unit of input) is not productive—it is just a wash. Hoaglands have experienced even less than a 1:1 ratio, with inputs exceeding outputs every year. That is why agriculture on the Property has been subsidized by off farm income for over 60 years. This year marks 100 years since the Hoagland Family has been farming in Canyon County. Only Hoaglands' deep love of agriculture, their family ties to the land, and their ragged determination sustained their efforts for so long. But viable productive agriculture does not require off-farm subsidies from school teachers and nurses. Ironically, if they would have given up years ago, and let the land go fallow, the Application would have received little attention.

The Decision states that the Property has historically received the agricultural tax exemption as if to imply, without explanation, that properties exempted by the assessor's office are not eligible for division under 07-18-09. Decision at 3. That is not true. Eligibility for the ag property tax exemption has different standards. The tax-exempt status of the Property does not

make productive agriculture any less difficult. Moreover, the County has approved other administrative divisions under this non-viable ag process that were receiving the agricultural exemption.

The Decision also implies that the Letter of Intent itself establishes that the Property is viable for productive agriculture. Decision at 3. The Letter of Intent states that the proposed parcels “will allow *some* forage production and grazing” Hoaglands envision large, rural style lots, even bigger than other surrounding residential lots, with a few horses, cows, or goats on a small, hobby-scale. But that does not mean the Property supports productive agriculture. Instead, the use envisioned by Hoaglands identifies a better use for ground that is too poor to support productive agriculture.

The Decision also references aerial imagery wherein the Property “appears to be in agricultural production.” Decision at 3. Of course, aerial imagery on Google cannot capture the agronomic and economic variables that do, or do not, make productive agriculture extremely difficult. Just because ground is green, does not mean the ground supports productive agriculture.

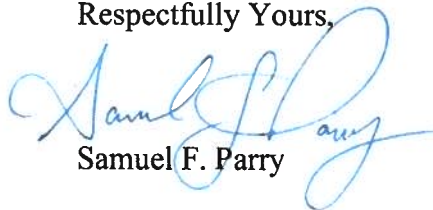
V. The proposed division would not negatively impact surrounding agricultural uses.

The Letter of Intent explained that the requested division would not negatively impact the surrounding agricultural uses. The surrounding uses include residential parcels smaller than the parcels proposed by the Application and will maintain the rural aesthetics of the area. Furthermore, neither the fire department nor the highway department have identified any issues with the Application. Finally, if the Director has any specific concerns, conditions may be attached by the County to mitigate such concerns.

VI. Conclusion.

It is not clear why the Decision failed to address relevant evidence and apply the correct standard. The overwhelming weight of evidence establishes that productive agriculture is extremely difficult on the Property. Therefore, Hoaglands respectfully request that this Commission reverse the Decision and approve the Application.

Respectfully Yours,



Samuel F. Parry

ATTACHMENT A

GIVENS PURSLEY L.L.P.

Attorneys and Counselors at Law

601 W. Bannock Street
PO Box 2720
Boise, ID 83701
Telephone: 208-388-1200
Facsimile: 208-388-1300
www.givenspursley.com

Samuel F. Parry
samuelparry@givenspursley.com
208-388-1283

Gary G. Allen
Taylor J. Barton
Charlie S. Boser
Christopher J. Beeson
Jason J. Blakley
Clint R. Bolinder
Jeff W. Bower
Preston N. Carter
Chynna K. Castoro
Jeremy C. Chou
Charlotte V. Cunningham
Joshua C. Dickinson
Amber N. Dina
Bradley J. Dixon
Thomas E. Dvorak
Rebecca M. Fitz
Morgan D. Goodin

Don Z. Gray
Brian J. Holleran
Kersti H. Kennedy
Elizabeth A. Koeckeritz
Neal A. Koskella
Michael P. Lawrence
Franklin G. Lee
Matthew E. Liebertz
David R. Lombardi
Kimberly D. Maloney
Kenneth R. McClure
Alex P. McLaughlin
Melodie A. McQuade
Christopher H. Meyer
L. Edward Miller
Judson B. Montgomery
Deborah E. Nelson

Samuel F. Parry
Randall A. Peterman
Blake W. Ringer
Michael O. Roe
Danielle M. Strolia
Robert B. White
Michael V. Woodhouse

Kenneth L. Pursley (1940-2015)
James A. McClure (1924-2011)
Raymond D. Givens (1917-2008)

October 12, 2023

Canyon County Development Services
Sabrina Minshall, Director
111 N 11th Avenue
Caldwell, ID 83605

Re: Application for Administrative Land Division Pursuant to Canyon County Code § 07-18-09

Dear Ms. Minshall:

Cleon and Patti Hoagland (“Hoaglands”) are requesting administrative division of nonviable parcels in an agricultural zone for parcels R28146010 (“Parcel A”), R28146010D (“Parcel B”), and R28279010 (“Parcel C”). Parcels A–C are located near the corner of Southside Boulevard and Butte Road south of Melba as depicted in **Figure 1** below.

I. Each of Parcels A–C are eligible for division because the requested divisions would result in fewer than five parcels from the original parcel.

Canyon County Code (“CCC” or the “Code”) § 07-18-09 provides that “the director may approve the division into fewer than five (5) parcels from the original parcel” if the requirements of the Code section are met. CCC § 07-18-09(7)(A).

A. Parcel A is eligible to become three parcels; however, only two are requested.

The original parcel associated with Parcel A (“Original Parcel A”) is shown in **Figure 2** below.¹ Original Parcel A has only been divided once (as shown by the blue dashed line in **Figure 2**) resulting in two parcels. Parcel A is eligible for two additional divisions under the nonviable parcel exemption for a total of four parcels. Given the configuration of the property, Hoaglands are only requesting one additional division for a total of three parcels on what was Original Parcel A. The proposed site plan attached as Exhibit A shows proposed Parcels A1 and

¹ These figures are meant only to be illustrative of the *number* of splits from the original parcel.

A2. Both Parcels A1 and A2 are larger than the one-acre minimum required. Parcel A1 is approximately 5.93 acres and Parcel A2 is approximately 6 acres.

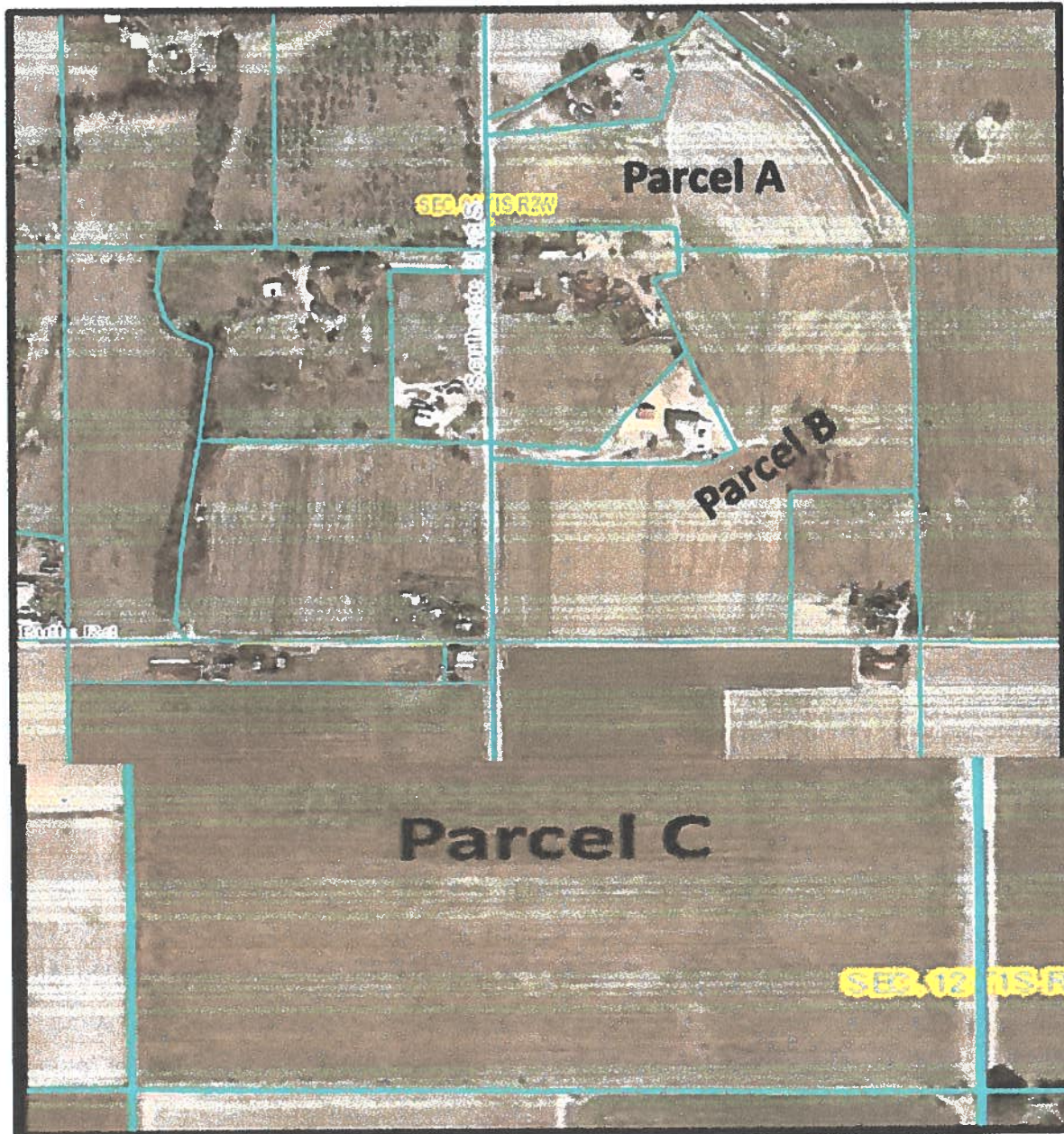


Figure 1. Relative location of Parcels A–C near the intersection of Southside Boulevard and Butte Road south of Melba.

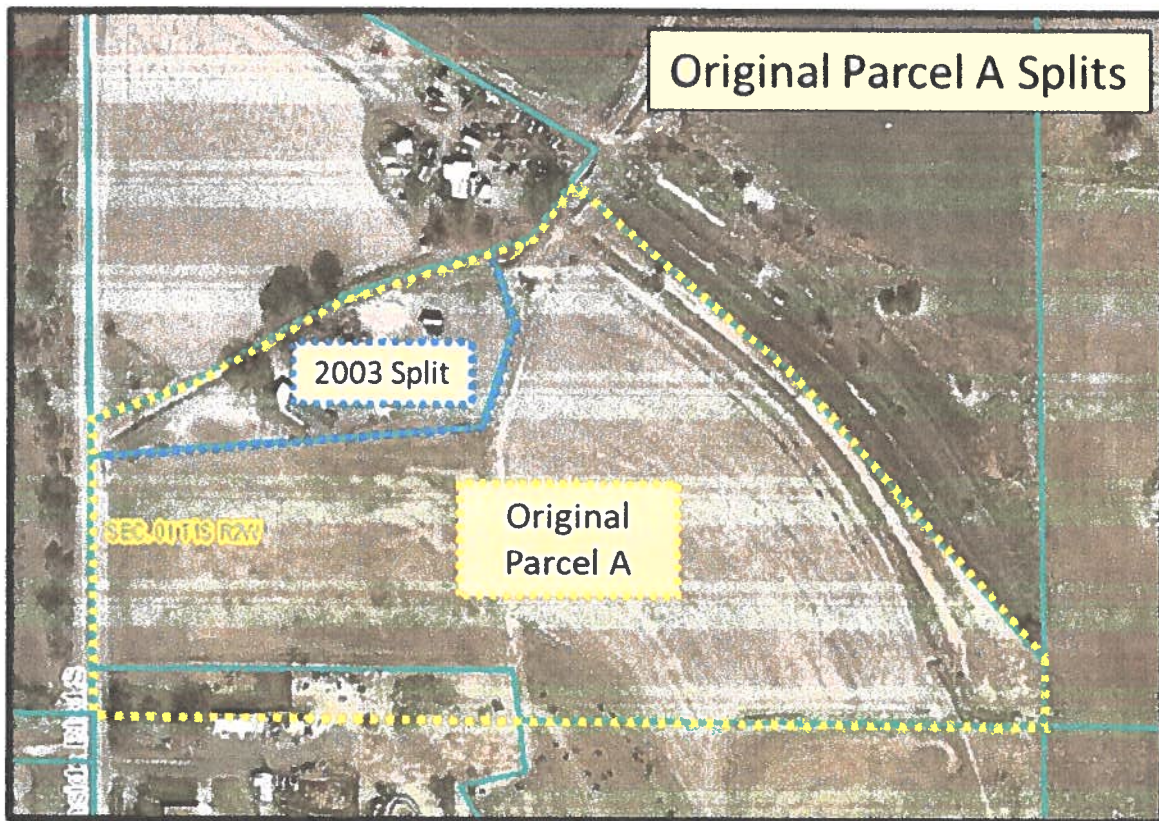


Figure 2. Original Parcel A Splits

B. Parcel B is eligible for two more divisions.

The original parcel associated with Parcel B (“Original Parcel B”) is shown in **Figure 3** below. Original Parcel B has only been divided once resulting in two parcels. The only division of Original Parcel B was done in 2006 and is denoted in **Figure 3** with a blue dashed line. The existing parcel located in the northwest corner of Original Parcel B denoted by green dashed lines in **Figure 3** was not created by division, but by property boundary adjustment AD2021-0016. As stated in AD2021-0016, “[t]he adjustment [did] not create any additional parcels or non-conforming parcels and did not result in the relocation of a building permit.” Accordingly, that parcel should not be counted as a “division” for purposes of determining the number of remaining divisions remaining of Original Parcel B. Exhibit A shows proposed Parcels B1, B2, and B3. All of parcels B1, B2, and B3 are larger than the one-acre minimum. Parcel 1 is approximately 7.04 acres, Parcel 2 is approximately 6.04 acres, and Parcel B3 is approximately 11.81 acres.

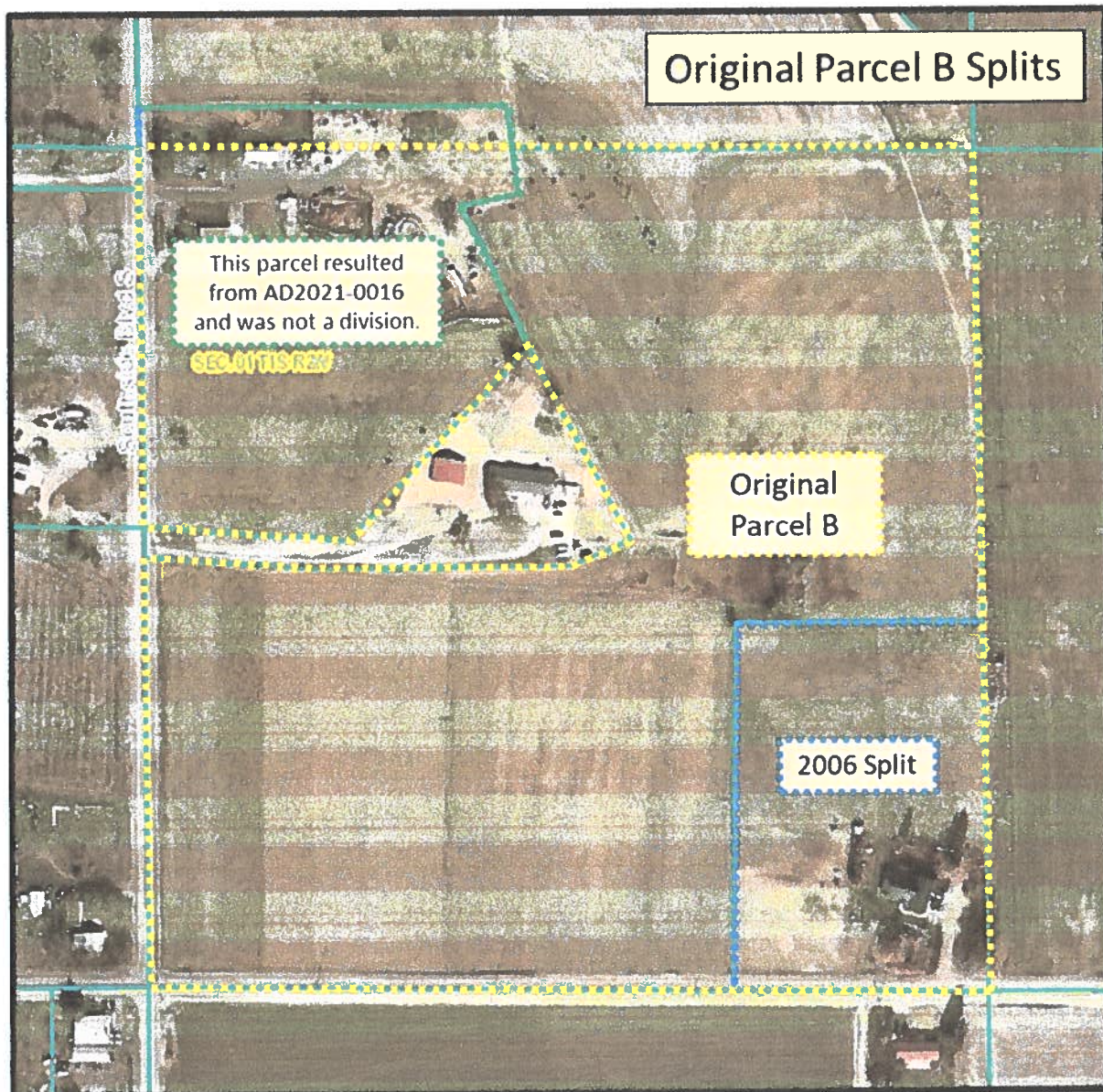


Figure 3. Parcel B Split History

C. Parcel C is eligible for two more divisions.

The original parcel associated with Parcel C ("Original Parcel C") is shown in **Figure 4** below. Original Parcel C has only been divided once resulting in two parcels. The only division of Original Parcel C was completed in 1980 and is denoted by the blue dashed line in **Figure 4**. The proposed site plan attached as Exhibit B shows proposed Parcels C1, C2, and C3. Each of Parcels C1, C2, and C3 are approximately 11.32 acres, which is larger than the one-acre minimum required by the code.

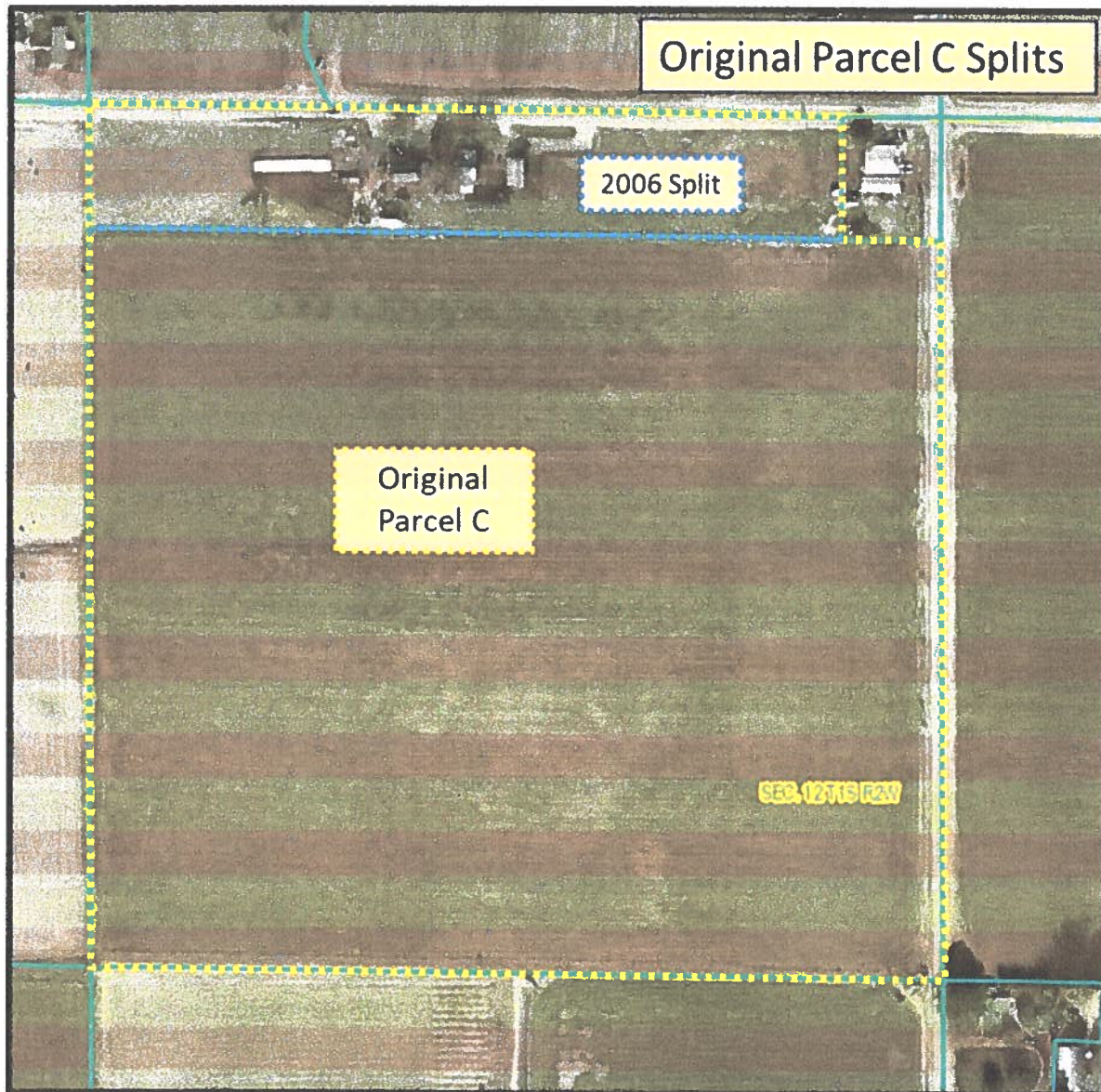


Figure 4. Original Parcel C Splits

II. The proposed divisions are appropriate under CCC § 07-18-09 based on the evidence that the land is nonviable for agricultural use.

The requirements of CCC § 07-18-09 include, among other things, “evidence demonstrating the land, in whole or in part, is nonviable for agricultural use.” CCC § 07-18-09(3)(A). Relevant factors for determining viability include, among other things, “site constraints, resource issues, lack of water, suitable soils, topography, land compatibility, lot size or configuration or other factors that make productive agriculture use extremely difficult.”

Parcels A–C are not viable for agricultural uses due to both agronomic and economic conditions that make it extremely difficult, if not impossible, to use the land for agricultural purposes in a viable and sustainable manner. CCC § 07-18-09(5)(C).

These factors are supported by the Declarations of Cleon Hoagland (Exhibit C), Mark Hoagland (Exhibit D), a letter from Joseph Lamar Harris, President of JL Harris Farms Inc. (Exhibit E), and a letter from Jerry Neufeld (Exhibit F) (collectively the “Evidence”) which are attached hereto and incorporated herein by this reference.

Jerry Neufeld was the Canyon County Crops Extension Educator for 23 years. According to Mr. Neufeld’s declaration (Exhibit F), “Mr. Hoagland’s farming operation located south of Melba, Idaho, has site constraints and resource issues that make the viability of his farming operation extremely difficult.” Mr. Neufeld points to the type of soils, the depth of soil, water availability issues, the size and irregular shape of the fields, limited crop options, limited expansion opportunities, lack of economies of scale to support his conclusion. Neufeld Letter, Exhibit F.

Mr. Harris, who worked this ground for decades, explained that:

This piece of ground in my opinion is a very poor farm ground because of the shallowness of the soil. It is very rocky and quite hard to keep wet because of rocks and the shallowness of the soil. Over the years I have helped Cleon and many others try to farm this piece of ground. The people that have tried to farm this place have tried very hard to make it work but because of the shallowness of the soil I’ve never seen this ground produce a very good crop making it very hard to make a living on it. In my opinion this is one of the poorer pieces of ground in the Melba area.

Harris Letter, Exhibit E.

Mr. Harris and Mr. Neufeld’s testimony is consistent with the Declarations of Cleon and Mark Hoagland and establishes that, agronomically, the parcels are nonviable due to their (i) small size; (ii) odd and inefficient configurations; (iii) low soil fertility; (iv) rocky soils; (v) eroded soils; (vi) low crop yields; (vii) limited crop options; and (viii) irrigation water limitations.

Furthermore, from an economic standpoint as established by the Evidence, the parcels are nonviable for agricultural uses because (i) the parcels provide no economies of scale; (ii) the farming operation has always required subsidization from outside capital; (iii) the cost of inputs including fuel, electricity, and fertilizer has outpaced the value of the few crops that can be planted on these parcels; (iv) opportunities to expand the farm are not available; (v) the rocky soil is extremely hard on farming equipment, which adds to the cost of production and makes it extremely difficult to hire custom operators.

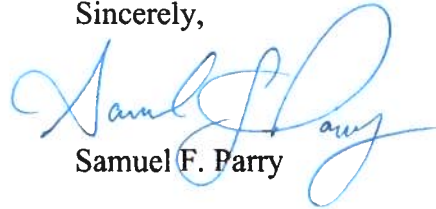
October 13, 2023

Page 7

III. Conclusion

For the foregoing reasons, Hoagland respectfully request that their Application for land divisions be approved under the provisions of CCC § 07-18-09. Please feel free to reach out to Cleon for any additional information necessary to complete this Application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Samuel F. Parry", is written over the printed name. The signature is fluid and cursive.

Samuel F. Parry

SFP:ww

(Exhibits follow)

Exhibit A

Exhibit A

RECORD OF SURVEY

A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1,
TOWNSHIP 1 SOUTH, RANGE 2 WEST, BOISE MERIDIAN,
LOCATED IN THE COUNTY OF CANYON, STATE OF IDAHO,
2023

LEGEND

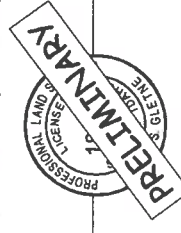
- FOUND 3/8" IRON PIN
- FOUND BRASS CAP MONUMENT
- SET 1/2" IRON PIN TAGGED L.S. 18811"
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- SECTION LINE
- - - EASEMENT LINE AS NOTED
- SURVEY TIE LINE

NARRATIVE

THE BASIS OF BEARINGS USED FOR THIS SURVEY WAS ESTABLISHED USING GPS OBSERVATIONS BETWEEN FOUND MONUMENTS ON THE WEST LINE OF THE NW 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, PROJECTED TO THE IDAHO STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE. ALL BEARINGS SHOWN ARE GRID AZIMUTH AND ALL DISTANCES SHOWN ARE TRUE GROUND DISTANCES SCALED FROM GRID.

CERTIFICATE OF LAND SURVEYOR

I, JOHN S. GLENE, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE CURRENT LAWS OF THE STATE OF IDAHO PERTAINING TO PLATS AND SURVEYS.



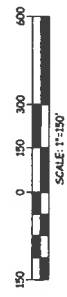
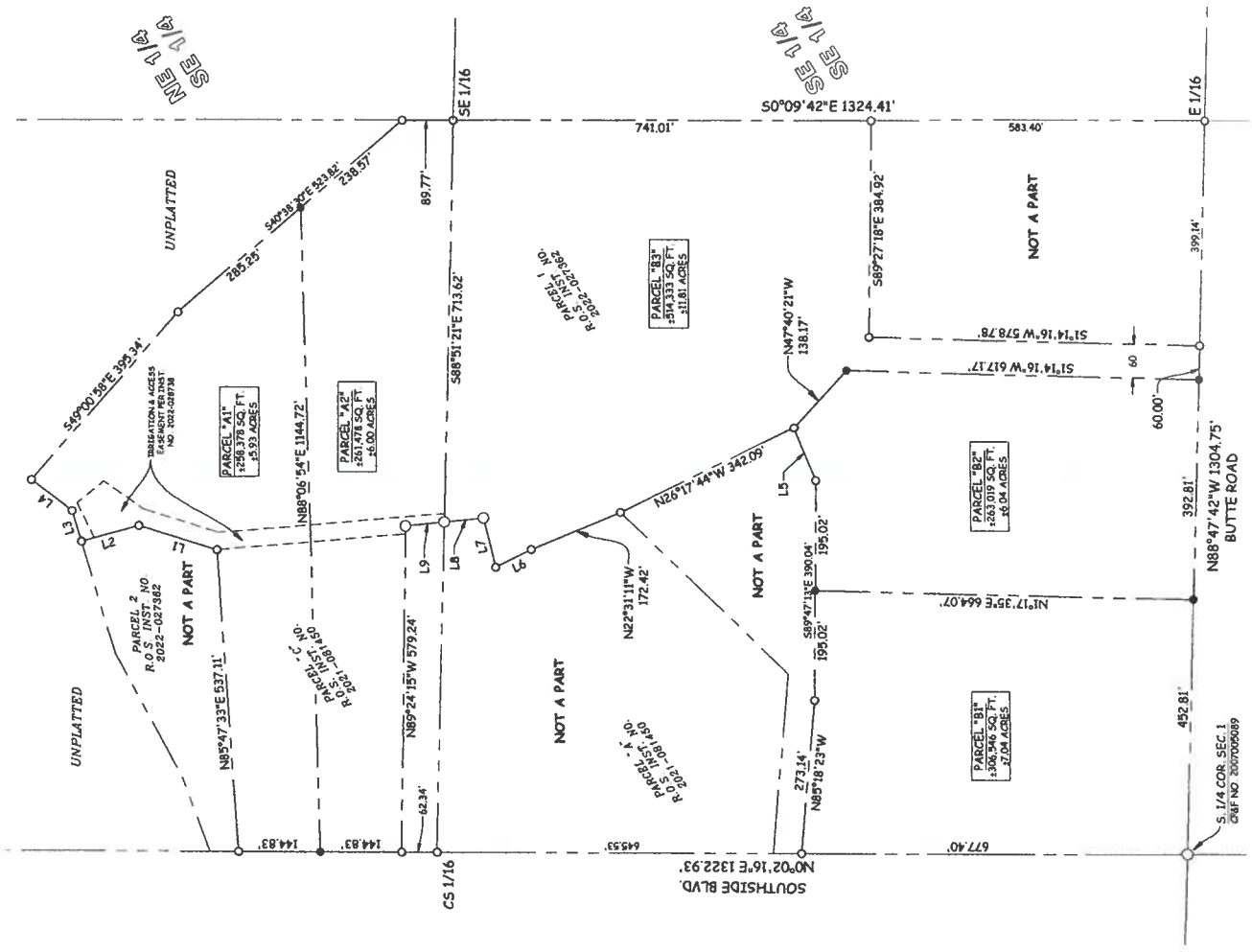
JOHN S. GLENE

LICENSE NO. 18811



VALLEY
LAND SURVEYING
PROFESSIONAL LIMITED LIABILITY COMPANY
5099 S. Valley St. Boise, ID 83709
www.valleylandsurveying.com
Phone: (208) 261-2226

PROJECT NO.
23-132
DATE
10/3/2023
SHEET NO.
1 OF 1



LINE TABLE	
LINE	BEARING
L1	N17°13'23"E
L2	N18°37'56"W
L3	N73°02'45"E
L4	N37°18'32"E
L5	N67°38'09"E
L6	N26°16'15"W
L7	N76°27'44"E
L8	S5°59'04"E
L9	S5°59'04"E

LINE	BEARING	LENGTH
L1	N17°13'23"E	144.99
L2	N18°37'56"W	325.60
L3	N73°02'45"E	56.99
L4	N37°18'32"E	90.95
L5	N67°38'09"E	101.54
L6	N26°16'15"W	70.50
L7	N76°27'44"E	89.51
L8	S5°59'04"E	69.34
L9	S5°59'04"E	68.40

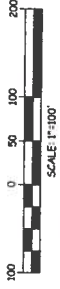
Exhibit B

Exhibit B

RECORD OF SURVEY

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 2 WEST, BOISE MERIDIAN, LOCATED IN THE COUNTY OF CANYON, STATE OF IDAHO.

2023



LEGEND

- FOUND 5/8" IRON PIN
- FOUND BRASS CAP MONUMENT
- SET 1/2" IRON PIN TAGGED 'LS 1881"
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE AS NOTED
- SURVEY TIE LINE

NARRATIVE

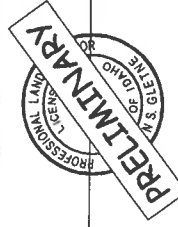
THE BASIS OF BEARINGS USED FOR THIS SURVEY WAS ESTABLISHED USING GPS OBSERVATIONS BETWEEN FOUND MONUMENTS ON THE WEST LINE OF THE NW 1/4 OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 2 WEST, BOISE MERIDIAN, AND THE STATE PLANE COORDINATE SYSTEM OF 1983. WEST ZONE. ALL BEARINGS, DISTANCES, AZIMUTH AND ALL DISTANCES SHOWN ARE TRUE GROUND DISTANCES SCALED FROM GRID.

CERTIFICATE OF LAND SURVEYOR

I, JOHN S. GLENE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH THE CURRENT LAWS OF THE STATE OF IDAHO PERTAINING TO PLATS AND SURVEYS.

JOHN S. GLENE

LICENSE NO. 18811



N. 1/4 COR. SEC. 12
DRI. NO. 2007005089

BUTTE ROAD
588°47'21"E 1304.87'

UNPLATTED

588°47'21"E 1304.70'

PARCEL "C1"
493,276 SQ. FT.
11.32 ACRES

588°45'58"E 1304.78'

PARCEL "C2"
493,276 SQ. FT.
11.32 ACRES

N88°44'37"W 1304.86'

PARCEL "C3"
493,276 SQ. FT.
11.32 ACRES

588°43'16"E 1304.93'

SE 1/4
NW 1/4

NW 1/4
NW 1/4
SOUTHSIDE BLVD
N0°16'22"E 1135.00'

NW 1/4
NW 1/4



VALLEY
LAND SURVEYING

PROFESSIONAL LIMITED LIABILITY COMPANY
5099 S. Valley St. Boise, ID 83709
www.valleylandsurveying.com
Phone: (208) 765-7226

PROJECT NO.	23-132
DATE	10/3/2023
SHEET NO.	1 OF 1

Exhibit C

Exhibit C

DECLARATION OF CLEON HOAGLAND

COMES NOW, Cleon Hoagland, your Declarant, who, under penalty of perjury, hereby declares and states as follows:

1. I am above the age of 18 and have personal knowledge of the facts herein and make this Declaration on the basis of such personal knowledge and belief.
2. The purpose of this declaration is to provide evidence in support my application ("Application") for parcel divisions under Canyon County's nonviable ag land provisions.
3. I own the property identified by the county assessor as parcels R28146010, R28146010D, and R28279010, which are referred to as Parcels A–C respectively in my Application and this declaration.
4. I have grown up my whole life farming with my family on Parcels A and B.
5. As far back as I can remember we grew sweet corn, silage corn, alfalfa and wheat. We flood irrigated everything. Back then, we milk cows to supplement the farm income.
6. I spend decades of my life picking up rocks out of the pasture behind the harrow. It seemed like we never even put a dent in the number of rocks.
7. We switched to pressurized irrigation sometime around 1979. It took a decade to get everything switched over from gravity to pressurized on all of Parcels A and B and cost a lot of money.
8. Before that it was all gravity irrigated and it would take all day to spread water around.
9. But even after we switched to pressurized irrigation our yields did not improve because the soil was so rocky and shallow.
10. We sold the milk cows and bought more beef cows.

11. After my dad had tried about everything to farm that place, he took a job teaching science and math at Melba High for over 25 years.

12. My mom took part time work off the farm to supplement our family's income. Only with off-farm income were we able to keep a few cows and grow some hay.

13. We tried everything to make a go of it by farming , but we are sitting on a rock hill basically. Trying to farm a rock hill.

14. Parcel A, especially the east end, and the northeast portion of Parcel B won't grow much but some pasture grass. Those areas contain rock piles on the surface. Although we have disked around the rock piles in the past, the rocks in the soil are hard on a disk. The soil is very shallow. We literally call it the "rock pasture."

15. Parcel B is mostly on a hill. The slope created a lot of issues with water retention and soil stability. Like Parcel A, Parcel B has shallow, rocky soil with little nutrients and poor water holding capacity.

16. The size, shapes, and configurations of Parcels A and B also make farming extremely difficult.

17. The size of the parcels do not justify the cost of purchasing or leasing equipment. Even the cost of custom equipment work is not justified.

18. The odd shapes of parcels A and B make it extremely difficult to irrigate efficiently.

19. My dad began leasing Parcel C to farm in about 1983. We did not own that ground at the time. I took over farming that place in 2012. The owners gave me the first chance to buy the place when they decided to sell in 2021. The prior owners sold because the ground was so poor and the lease was just not very valuable.

20. Water to Parcel C is limited. The point of diversion is over 2100 feet to the north delivered by a 6-inch pipe. I can only get 20 pounds of pressure at the northeast corner of Parcel C.

21. The rocky, shallow soil, combined with limited water, and the hilly topography has always limited the crop yield on Parcel C. Parts of Parcel C is nothing but exposed rocks.

22. On an average year, I only get about 3.7 ton of hay per acre over the course of the whole year, which is very low. Nearby neighbors with better ground get 7-9 ton of hay per acre annually. And other farmers in other parts of Canyon County can get over 10 ton per acre annually.

23. The years we tried to grow wheat, we either lost money or barely broke even.

24. The farm ground has always been poor resulting in low yields, and has always required off-farm sources of capital to subsidize farming operations.

25. I declare under penalty of perjury under the laws of the state of Idaho that the foregoing is true and correct. By signing this declaration I am submitting myself to the jurisdiction of the State of Idaho for purposes of enforcing the penalty of perjury as it relates to this declaration.

DATED this 11 day of October 2023.


Cleon Hoagland

Exhibit D

DECLARATION OF MARK HOAGLAND

COMES NOW, Mark Hoagland, your Declarant, who, under penalty of perjury, hereby declares and states as follows:

1. I am above the age of 18 and have personal knowledge of the facts herein and make this Declaration on the basis of such personal knowledge and belief.
2. I currently reside at 748 Southside Boulevard in Melba, Idaho.
3. The ground that Cleon is trying to divide is poor farm ground that was never sustainable or viable to farm.
4. I purchased the property on the northeast corner of Southside Boulevard and Butte Road in December 1959.
5. I planted some alfalfa, wheat, sweet corn, and sugar beets. A lot of the surrounding ground was dryland desert.
6. It was very hard to keep the ground wet enough to obtain sustainable yields. The best ground was on the far south end, but it was tough to get water to that end of the fields. The water leached through the ground too fast. Sink holes and cracks in the lava rock took a lot of water before it would even reach the end of the ditch.
7. I tried diversifying to make farming profitable. I bought some milk cows and sold milk to the Dairyman's Coop in Caldwell, but I couldn't support more than about 18 cows, which was too small an operation to be profitable.
8. The soil was so rocky we could never pick up enough rocks. Some places you can't even corrugate over the rocks. There is not one field on the place that doesn't have rocks.
9. We did so poorly, after about 5 years trying to farm the place, the sweet corn company dropped the contract. It proved impossible to make a living on that small farm as rocky

and as poor ground as it was, and I eventually went back to college and then took a job as a high school teacher at Melba High.

10. Cleon helped me farm the place most of his life. Now Cleon owns the place and is trying to deal with all the same issues that I dealt with for over 50 years, including the poor, shallow, and rocky soil.

11. We leased the farm located on the southwest corner of Southside and Butte, kiddy corner to my farm, since the early '80's. That ground has the same issues as my farm had, except it was even harder to get enough water to that field.

12. The point of diversion is over 2000 feet to the north through a 6 inch pipe and we never got more than about 20 pounds pressure at the field. We tried planting a crop of potatoes, but the whole crop failed.

13. We tried planting sugar beets and had to let half the field go so we could divert all the water to the remaining half to salvage the crop.

14. And we never could get the field wet enough to get much yield from a hay crop.

15. This land is not viable for agriculture, mostly because of the soil which does not hold nutrients well, does not retain moisture, and is too shallow and rocky. It would take much more water than we are allotted to increase the crop yields, and even then the soil fertility and depth would require unsustainable amounts of expensive fertilizer every year. It would simply never pencil out.

16. I declare under penalty of perjury under the laws of the state of Idaho that the foregoing is true and correct. By signing this declaration I am submitting myself to the jurisdiction of the State of Idaho for purposes of enforcing the penalty of perjury as it relates to this declaration.

DATED this 11 day of October 2023.

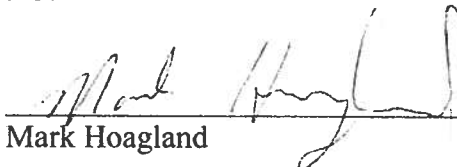

Mark Hoagland

Exhibit E

5/10/2023

JL Harris Farms Inc.

7497 Warren Spur Rd.

Melba, Idaho 83641

To whom it may concern

My name is Joseph Lamar Harris President and owner of JL Harris Farms Inc. I have successfully farmed a number of farms in the Melba valley in the past 40 plus years. I have done alot of custom work in this valley also. From the start of working the ground threw to the harvest process. I'm writing this letter in regards to a 33 acre piece of ground that Cleon Hoagland is trying to sell on Southside Blvd.So. I have worked,planted,and harvested this field many times on a custom bases even before Cleon took ownership of this ground. This piece of ground in my opinion is a very poor farm ground because of the shallowness of the soil. It is very rocky and quite hard to keep wet because of rocks and shallowness of the soil. Over the years I have helped Cleon and many others try to farm this piece of ground. The people that have tried to farm this place have tried very hard to make it work but because of shallowness of the soil I've never seen this ground produce a very good crop making it very hard to make a living on it. In my opinion this is one of the poorer pieces of ground in the Melba area.



Joseph Lamar Harris

Exhibit F

Jerry Neufeld
2302 Windsor Drive
Caldwell, ID 83605

October 12, 2023

Mr. Samuel F. Parry
Givens Pursley LLP
601 W. Bannock Street
Boise, ID 83701

Analysis of the Viability of Hoagland Farming Operation South of Melba, Idaho
(748 Southside Boulevard South, Melba, Idaho)

Dear Mr. Parry,

Below is my assessment of the viability of Cleon and Patti Hoagland's farming operation as it relates to Canyon County code. I visited with Mr. Hoagland on October 3, 2023 and he gave me a tour of his farming operation.

First, I was employed by the University of Idaho as the crops Extension Educator in Canyon County for 23 years. I retired in November, 2022.

Mr. Hoagland's farming operation located just south of Melba, Idaho on Southside Boulevard South is about 70.74 acres. The average Canyon County farm is 120 acres. He has a registered Red Angus cattle operation and is raising forage crops to feed these cattle.

As background information, Mr. Hoagland told me that he and his father/family have been farming this ground since 1959 and in the past have grown row crops and forage crops. His current crops are an orchard grass mix and an alfalfa, clover and grass mixture being raised to feed his cattle. He is not currently growing any row crops. He mentioned he has lost row crops contracts over the years as yields have declined due to deterioration of the soil and an unstable water supply. I noticed some of his fields are small and irregularly shaped. In my experience, these characteristics can make it harder to secure contracts and to hire contract

implement work. He mentioned anecdotally that his forage yield in 2023 was 3.47 tons per acre while a neighbor who is farming better soil nearby got 8 tons per acre. He also mentioned that he grew pure alfalfa hay a few years ago and it yielded approximately 4.5 tons/acre. According to the USDA National Agricultural Statistics Service, the average alfalfa yield for Canyon County is between 5 and 5.9 tons per acre.

Soils

The soils on the Hoaglands' farm are not very deep and have been significantly eroded from years of surface irrigation. I noticed they are very rocky and in places there is rock poking through the soil to the surface. I saw that there are numerous piles of rocks bordering his fields that have been picked from the fields over the years showing his attempt to make the ground more suitable for farming. When I was visiting his farm, I stuck a shovel in the ground a few inches on one of his fields and immediately hit rock. Based upon my conversation with him, he told me in the past he has had contract tillage done on his farm, but the contractor will no longer work these fields since the rocks cause too much damage to his tillage equipment.

The following is selected information describing what the USDA Natural Resource Conservation Service (NRCS) says about the soils on the Hoagland farm. The soils are Garbutt Silt Loam (GdB, GaB and GdC). The GdB and GaB soils are 1 to 3 percent slope. The GdC soils are 3 to 7 percent slope. According to the NRCS Land Capability Classification for irrigated soils, the GdB and GaB soils are classified as 3e and the GdC is 4e. According to the NRCS, "class 3 soils have severe limitations that restrict the choice of plants or that require special conservation practices, or both." "Class 4 soils have very severe limitations that restrict the choice of plants or that require very careful management, or both." "The letter "e" shows that the main hazard is the risk of erosion unless close-growing plant cover is maintained."

Irrigation system

Mr. Hoagland's farm is towards the end of the irrigation lateral. His water allotment on paper is 3 ac-ft per year. He stated he rarely gets a full allotment. This impairs his ability to grow seed crops as some crops simply cannot be deficit irrigated at certain growth stages and still maintain a profitable yield.

The irrigation system on Mr. Hoagland's field near the corner of Butte Road and Southside Boulevard South is a wheel line system pressurized by gravity to approximately 22 psi. The diversion point into the pipeline supplying water to the field is about 2100 feet away and about 46 feet higher in elevation. A properly functioning wheel line irrigation system should be pressurized to between 40 and 60 psi. Low pressure in a wheel line leads to poor irrigation application uniformity. Water from one sprinkler will not reach the adjacent sprinkler thus leading to poor application uniformity in addition to other issues. Modifications, such as installing a booster pump and bringing electricity to the site could be made to the system to bring it up to wheel line irrigation standards, but given the nature of the shallow soils and rocky field with low yields, this doesn't appear to be an economically viable option.

Economies of scale

Mr. Hoagland has tried to sell his farm in recent years, but there was no interest, mostly due to the rocky nature of the fields, but also due to the irrigation upgrades that are needed. Electricity (pumping costs) have gone up significantly in the past few years and are set to rise again in the near future, making his farming operation at this location even more precarious. Mr. Hoagland said it is very difficult to find additional land to rent or buy in the area where he farms. This in turn limits the size of his operation. He is not currently able to expand his operation and it is actually getting smaller as he has to take some fields out of farming since they are simply not productive and economically viable. Mr. Hoagland showed me that at the present time, his fixed costs alone are greater than his returns. He said the only way they are able to make ends meet is for his spouse to work off the farm.

In summary, Mr. Hoagland's farming operation located south of Melba, Idaho, has site constraints and resource issues that make the viability of his farming operation extremely difficult.

- The soils on his farm were never ideal for row cropping and they have been eroded over the years to the point that yields cannot sustain an economically viable farming operation.
- Some of the fields on Mr. Hoagland's farm are very small and irregularly shaped making them hard and time consuming to farm, this is in addition to their rocky nature.

- Mr. Hoagland's ability to expand his farming operation at his current location is extremely limited. He has not been able to find additional land to rent nearby and his prospects for selling this land to another farming operation in the past have not been successful.
- The irrigation system on the corner of Butte Road and Southside Boulevard South needs expensive upgrades, even as he is facing higher pumping costs on other fields on his farm.
- Mr. Hoagland's cropping options are limited to forage crops since he needs to keep the ground covered to prevent even further erosion.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Neufeld", with a stylized, cursive script.

Jerry Neufeld

Cc: Cleon and Patti Hoagland

ATTACHMENT B

KIRTON | McCONKIE

Samuel Parry
1100 W. Idaho Street, Suite 930
Boise, ID 83702
sparry@kmclaw.com
208.370.3324

February 23, 2024

Canyon County Development Services
Attn: Dan Lister
111 N 11th Avenue
Caldwell, Idaho 83605
daniel.lister@canyoncounty.id.gov

Re: Addendum and Amendment to AD2023-0110

Dear Dan:

By letter of intent dated October 20, 2023 (the "Letter of Intent"), Cleon and Patti Hoagland ("Hoaglands") requested administrative division of nonviable parcels in an agricultural zone for parcels R28146010 ("Parcel A"), R28146010D ("Parcel B"), and R28279010 ("Parcel C") pursuant to Canyon County Code § 07-18-09. The application was designated as Case No. AD2023-0110 (the "Application"). Based on your preliminary review of the Application and our subsequent communications, Hoaglands made changes to the proposed divisions of Parcels A and B as more specifically detailed below. Those changes necessitated two additional applications for a private road, and a width reduction of that private road. This addendum and amendment (this "Addendum") reflect those changes and additional applications. For convenience, any capitalized terms in this Addendum shall have the meaning set forth in the Letter of Intent. The Letter of Intent is still made a part of this Application; however, to the extent this Addendum conflicts with any provisions or facts in the Letter of Intent, this Addendum shall control.

I. Proposed division of Parcel A.

Figure 1 of the Letter of Intent shows Original Parcel A denoted by the yellow dashed line. Original Parcel A has only been divided once and is eligible for two more divisions under the nonviable parcel exemption for a total of four parcels from Original Parcel A. The proposed site plan attached to this Addendum as Exhibit A shows the location of proposed Parcels A1, A2, and A3 (the "A Parcels"). The A Parcels are each larger than the one-acre minimum required. Parcel A1 will be 3.95 acres; Parcel A2 will be 3.70 acres; and Parcel A3 will be 4.29 acres.

Access to the A Parcels will be facilitated by a private road labeled on Exhibit A as the “Proposed 28’ Access Easement.” The proposed private road requires a private road application, which is attached to this Addendum as Exhibit B and includes all of the documentation required by that application, including a draft road maintenance agreement, which will be executed upon approval by the County. Hoaglands are also requesting a private road reduction as reflected by the application in Exhibit C to this Addendum and more fully described in Section III below. The Irrigation Plan has been updated to reflect the changes to the A Parcels and is attached to this Addendum as Exhibit D.

II. Proposed division of Parcel B.

Upon filing the Letter of Intent, Hoaglands were informed that Parcel B is eligible for one additional division. Exhibit A to this Addendum shows the location of proposed Parcels B1 and B2 (the “B Parcels”). The B Parcels are each larger than the one-acre minimum required. Parcel B1 will be 13.92 acres; and Parcel B2 will be 10.97 acres.

Access to Parcel B1 will be on either Southside Boulevard South (“**Southside**”) or Butte Road as directed by Nampa Highway District No. 1. Access to Parcel B2 will be via the private road described in Section I of this Addendum. The Irrigation Plan has been updated to reflect the changes to the B Parcels and is attached to this Addendum as Exhibit D.

III. Private easement and road width reduction.

Hoaglands application for a private road and application for an easement and road width reduction are attached hereto as Exhibits B and C respectively. As depicted in the site plan at Exhibit A, the subject road runs along the south edge of parcel A1 and ends in a cul de sac with dimensions pre-approved by the Melba Fire District, which provides access to Parcels A2, A3, and B2.

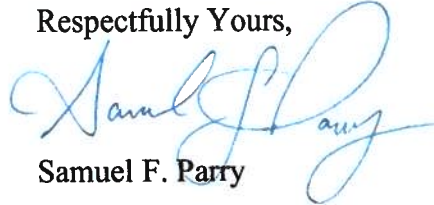
The proposed reduction to 28 feet would be wide enough to accommodate two lanes of ingress and egress with extra room on each side of the road. The adjacent Southside is approximately 23 feet wide from white line on one side of the road to the white line on the other. Southside accommodates all types of commuter and agricultural uses at speeds much higher than will occur on the private road. The private easement will only serve four parcels and will have a much lower volume of traffic than Southside. The proposed 28 feet is plenty of room for safe ingress and egress for two lanes of traffic travelling in both directions. Accordingly, the reduction will not cause injury, damage, or a safety hazard.

The 28-foot width would also fit better on Parcel A1, which is approximately 290 feet wide. A 28-foot easement would comprise almost ten percent of the width of Parcel A1. A 60-foot easement would comprise over twenty percent of the width of Parcel A1. A 60-foot easement would also reduce the amount of arable land with no corresponding benefit.

IV. Conclusion.

This Addendum, and the initial Letter of Intent, constitute Hoaglands' application for an administrative land division pursuant to Canyon County Code § 07-118-09. Hoaglands respectfully request your approval. Please feel free to reach out to Cleon and me with any questions or comments.

Respectfully Yours,



Samuel F. Parry

SFP:

(Exhibits follow)

Exhibit A

Exhibit A

RECORD OF SURVEY

A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1,
TOWNSHIP 1 SOUTH, RANGE 2 WEST, BOISE MERIDIAN,
LOCATED IN THE COUNTY OF CANYON, STATE OF IDAHO.
2023

LEGEND

- FOUND 5/8" IRON PIN
- FOUND BRASS CAP MONUMENT
- SET 1/2" IRON PIN TAGGED L.S. 1881"
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- SECTION LINE
- - - EASEMENT LINE AS NOTED
- - - SURVEY TIE LINE

NARRATIVE
THE BASIS OF READINGS USED FOR THIS SURVEY WAS ESTABLISHED USING GPS OBSERVATIONS BETWEEN FOUND MONUMENTS ON THE WEST LINE OF THE NW 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, PROTECTED TO THE IDAHO STATE PLANE COORDINATE SYSTEM OF 1983. WEST ZONE. ALL BEARINGS SHOWN ARE TRUE BEARINGS AND ALL DISTANCES SHOWN ARE TRUE HORIZONTAL DISTANCES SCALED FROM GPS.

CERTIFICATE OF LAND SURVEYOR

I, JOHN S. GLEITNE, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH THE CURRENT LAWS OF THE STATE OF IDAHO PERTAINING TO PLATS AND SURVEYS.

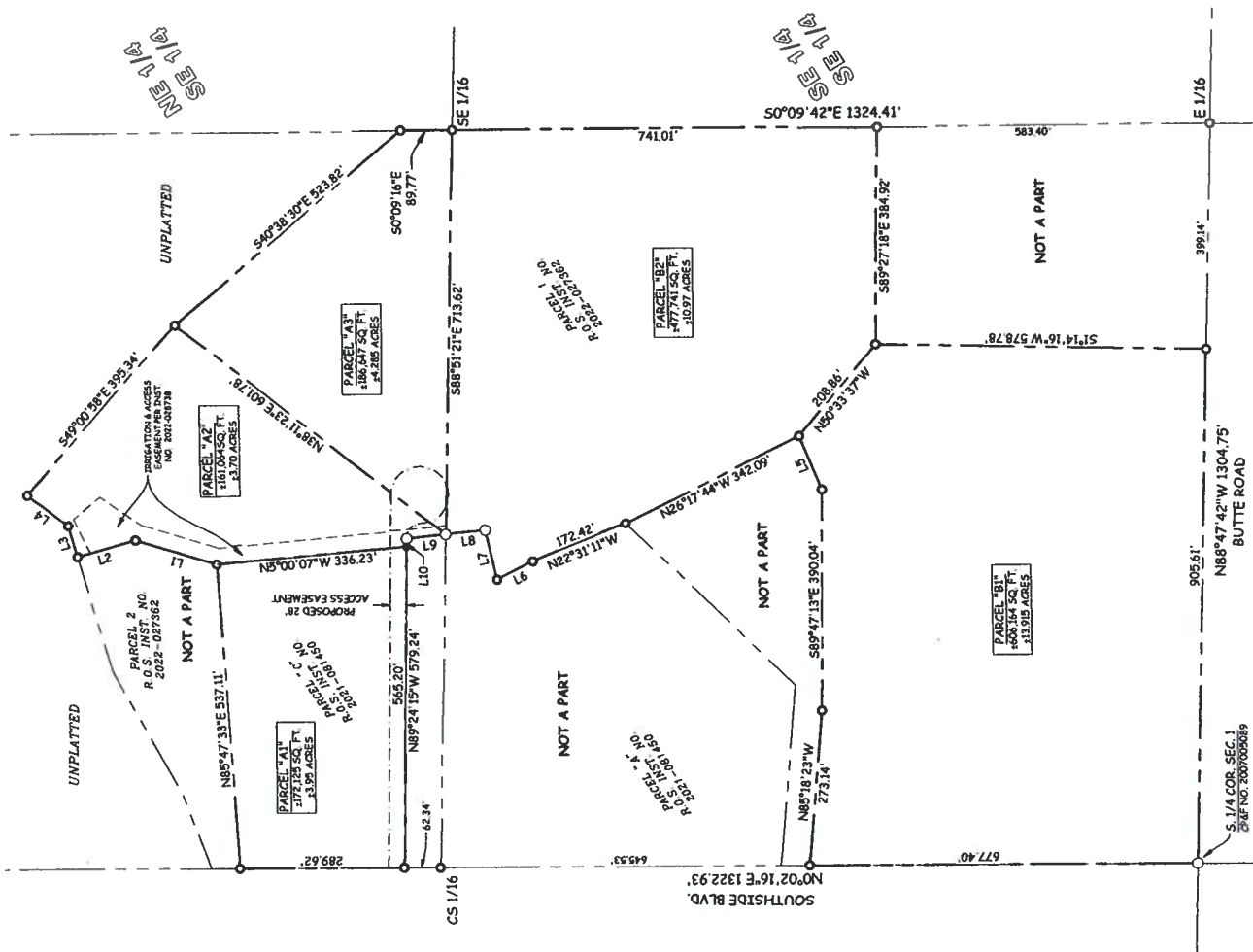
JOHN S. GLEITNE

LICENSE NO. 18811



VALLEY LAND SURVEYING
PROFESSIONAL LIMITED LIABILITY COMPANY
5099 S. Valley St., Boise, ID 83709
www.valleylandsurveying.com
Phone: (208) 998-0081

PROJECT NO. 23-132
DATE 2/14/2024
SHEET NO. 1 OF 1



LINE	BEARING	LENGTH
L1	N17°13'23"E	144.99
L2	N19°37'56"W	105.60
L3	N7°02'40"E	54.99
L4	N37°18'32"E	90.95
L5	N67°38'09"E	101.54
L6	N25°35'15"W	70.50
L7	N76°57'44"E	89.51
L8	S57°09'04"E	69.34
L9	S5°59'04"E	68.40
L10	S89°24'12"E	14.04

Exhibit B

PRIVATE ROAD NAME CHECKLIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #310, Caldwell, ID 83605

zoninginfo@canyoncounty.id.gov

Phone: 208-454-7458

Fax: 208-454-6633



Private roads serving more than 2 permanent dwellings or inhabited buildings shall be named and signed. CCZO 07-10-03 (3.A.5)

THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS CHECKLIST:

I am applying for:

☒ **New Private Road Name**

☐ **Change an Existing Private Road Name**

- ☒ Master Application completed and signed
- ☒ Site plan, sketch, or record of survey with easement length, width, location, configuration, and the two nearest cross streets. **The easement or right-of-way parcel that is intended for the private road MUST BE HIGHLIGHTED!**
- ☐ Name Change Application (if changing the name of an existing private road)
- ☒ A printed list of names and addresses of all persons having legal right to use the private road
- ☒ A copy of the Road Name verification from Canyon County Development Services, usually an email (**see #2 below**)
- ☒ A list proposing a minimum of 5 distinct road names in preferential order, i.e. first choice as number one, etc
- ☒ A copy of the easement legal description and Road User's Maintenance Agreement (RUMA)
- ☒ Easement Reduction application (if requesting an easement less than 60 feet wide down to 28 feet)
- ☐ Your engineers certification that road meets the minimum County Private Road requirements and proof the sign has been installed is required before the certificate of occupancy is issued, record of survey or platting is approved
- ☒ **\$330 non-refundable fee or \$80 if combined with another application such as Administrative Land Division, Short Plat Subdivision, Easement Reduction or other application**

NOTES:

1. The purpose of this application is to ensure the public health, safety, general welfare, peace, good order, comfort and convenience of the county and provide a coordination of street names and numbering grid system, coordination of addresses for quick efficient delivery of emergency services and administration of enforcement by defining powers and duties of the director.
2. **Prior to submitting this application please propose a minimum of five (5) distinct road names in preferential order to GISAddressing@canyoncounty.id.gov, so the proposed names can be checked to verify they are not already used within the County.**
3. You may request a current and reserved road names list so you can verify on your own if yj proposed road name is used or reserved. The current and reserved road name list are in excel format (.xlsx). You may also download the list from our website, named "Current Road Names Table Public.pdf" located under the GIS tab; <https://www.canyoncounty.id.gov/elected-officials/commissioners/dsd/dsd-gis/>. Proposed road names will only be reserved once we have received an application and fees are paid. Reserved private road names for land divisions or a private road requirement due to building permit, will only be reserved for a period of sixty (60) days. After the sixty (60) day time period, the reservation will expire and you will need to re- apply. Reserved private names for a subdivision plat will be reserved for two (2) years.
4. **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 roads 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, the Development Services Director will take suggestions from all parties and make the final decision and approval. (§ 06-05-13(13))
5. 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 "Suggested Edits" on Google Maps to update your new private road and new addresses.

MASTER APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #310, Caldwell, ID 83605

zoninginfo@canyoncounty.id.gov

Phone: 208-454-7458

Fax: 208-454-6633



PROPERTY OWNER	OWNER NAME: Cleon Hoagland & Patti Hoagland
	MAILING ADDRESS: P.O. Box 1166, Melba, ID 83641
	PHONE: [REDACTED] EMAIL: [REDACTED]
I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If owner(s) are a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.	
Signature: Cleon Hoagland / Patti Hoagland Date: 2/22/24	

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

SITE INFO	STREET ADDRESS: Southside Blvd S. TBD
	PARCEL #: R28146010 LOT SIZE/AREA: 11.93 AC
	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 type="checkbox"/> PRIVATE ROAD NAME <input type="checkbox"/> TEMPORARY USE <input type="checkbox"/> DAY CARE
	<input type="checkbox"/> OTHER _____

CASE NUMBER:	DATE RECEIVED:
RECEIVED BY:	APPLICATION FEE: CK MO CC CASH

PRIVATE ROAD NAME APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #310, Caldwell, ID 83605

zoninginfo@canyoncounty.id.gov

Phone: 208-454-7458

Fax: 208-454-6633



Addressing Ordinance CCZO 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.

Applicant(s): Cleon & Patti Hoagland
Please Print Name

Phone: _____

P.O. Box 1166

Applicant Mailing Street Address

Melba / ID

City/State

83641

Zip

Location of Private Road: Southside Blvd S.

Baseline rd & Butte rd

Two Nearest Cross Streets

Parcel Number of owner requesting private road name: R28146010

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. If proposed are private roads, the street type must be Lane.

a. First Choice:

Little Bit Lane

b. Second Choice:

Hoagland Lane

c. Third Choice:

Golightly Lane

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. If proposed are private roads, the street type must be Lane.

d. First road name :

e. Second road name:

f. 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 roads 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. (§ 06-05-13(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.

A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1,
TOWNSHIP 1 SOUTH, RANGE 2 WEST, BOISE MERIDIAN,
LOCATED IN THE COUNTY OF CANYON, STATE OF IDAHO
2023

2023

FOUND 5/8" IRON PIN
FOUND BRASS CAP MONUMENT
SET 1/2" IRON PIN TAGGED TO L.S. 1411"
CALCULATED POINT
PROPERTY BOUNDARY LINE
SECTION LINE
EASEMENT LINE AS NOTED
SURVEY TIE LINE

NARRATIVE

THE BASIS OF BEARINGS USED FOR THIS SURVEY WAS ESTABLISHED USING GPS OBSERVATIONS BETWEEN FOUND MONUMENTS ON THE WEST LINE OF THE NW 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, PROJECTED TO THE IDAHO STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE. ALL BEARINGS SHOWN ARE GRID AZIMUTH AND ALL DISTANCES SHOWN ARE TRUE GROUND DISTANCES SCALED FROM GRID

CERTIFICATE OF LAND SURVEYOR

I, JOHN S. GLENN, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMANCE WITH THE CURRENT LAWS OF THE STATE OF IDAHO PERTAINING TO PLATS AND SURVEYS

JOHN S. GLENN

LICENSE NO. 1F-111

A circular seal for the Professional Land License is partially visible, with the text "PROFESSIONAL LAND LICENSE" around the perimeter. Overlaid on the seal is a diagonal rectangular stamp that reads "PRELIMINARY".

PROJECT NO.
23-132
DATE
11/14/2024
SHEET NO.

VALLEY AND SURVEYING
PROFESSIONAL UNITED LIABILITY COMPANY
5099 S. Valley St. Boise, ID 83709
www.valleyandsurveying.com
Phone: (208) 999-0080





cleon hoagland <chrawhide62@gmail.com>

Proposed Private Road Names-Hoagland, Melba, ID

2 messages

cleon hoagland <chrawhide62@gmail.com>
To: GisAddressing@canyoncounty.id.gov

Wed, Feb 14, 2024 at 9:34 AM

We, Cleon & Patti Hoagland, are proposing private road names for a private road/Lane access to our parcels in the application for the Administrative Division of Nonviable Parcels.

Our proposed names are as followed:

1. Little Bit Lane
2. Hoss Lane
3. Concho Lane
4. Hoagland Lane
5. Golightly Lane

Parcel # R28146010

Please call with any questions.

Cleon & Patti Hoagland
208/250-3622

Sage Huggins <Sage.Huggins@canyoncounty.id.gov>
To: cleon hoagland <chrawhide62@gmail.com>
Cc: GIS and Addressing Division <GISAddressing@canyoncounty.id.gov>

Wed, Feb 14, 2024 at 11:56 AM

Good Afternoon,

Below is the availability of the private road names you sent over for parcel R28146010.

1. Little Bit Lane - **Available**
2. Hoss Lane - Sound alike/Not Available
3. Concho Lane – Sound alike/Not Available
4. Hoagland Lane - **Available**
5. Golightly Lane - **Available**

Thanks,

Sage Huggins

GIS Analyst

Canyon County Development Services

Sage.Huggins@canyoncounty.id.gov

208-455-6036

[Quoted text hidden]

After recording return to:

Kirton McConkie PC
Attn: Samuel Parry
1100 W. Idaho St. Ste. 930
Boise, Idaho 83702

Space above for recorder's use only

ROAD MAINTENANCE AGREEMENT

This Road Maintenance Agreement (“**Agreement**”) is made effective this ____ day of _____ 2024 (the “**Effective Date**”), by Cleon and Patti Hoagland, husband and wife (the “**Owners**”).

Recitals

A. The Owners own that certain real property in Canyon County, Idaho legally described in Exhibit A, and depicted as Parcels A1, A2, A3, and B2 (collectively the “**Parcels**” and each a “**Parcel**”) on the record of survey in Exhibit B (the “**Survey**”), both of which are attached hereto and incorporated herein.

B. This Agreement is executed by requirement of the County and in anticipation of selling one or more of the Parcels, with the subsequent purchasers of the Parcels becoming Owners, and each an “**Owner**.”

C. The Survey depicts a 28-foot access easement that runs along the south edge of parcel A1 and ends in a cul de sac located in portions of Parcels A2, A3, and B2 (the “**Easement**”), which is legally described in Exhibit C, attached hereto and incorporated herein.

D. The Owners anticipate the construction of a road within the Easement (the “**Road**”) and desire to execute and record this Agreement to set forth the basic rights and obligations of the Owners and their successors, heirs, and assigns pursuant to the terms described below.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above (which are incorporated into this Agreement by this reference) and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agree as follows:

1. Purpose and scope.

The purpose of this Agreement is to define the responsibilities of the Owners with respect to maintenance of the Road. The authority granted to the Owners by this agreement is strictly limited to decisions and actions related to road maintenance and shall not constitute authority to form or act as a home Owners' association.

2. Maintenance.

2.1 The Owners shall share equal responsibility for maintaining, repairing, and replacing the Road as reasonably necessary to keep the same in good operating condition and repair (collectively, "**Maintenance and Repair**"), which Maintenance and Repair shall include, without limitation (a) the maintenance, repair, and replacement of the surface and sub-surface of the Road in a level and smooth condition (to the extent practical), evenly covered with the type of materials originally constructed thereon or such substitutes as will, in all respects, be equal to such materials in quality, appearance and durability; (b) such future improvements in the Road that may be reasonably necessary for the Road to provide safe and usable access from Southside Boulevard South to the Parcels in accordance with applicable law; (c) such future private road improvements in the Road that may be approved by the Owners (i.e., gates, entrance signs and other similar items). All Maintenance and Repair must be performed to an equal standard over the entire length of the Road.

3. Costs of Maintenance and Repair.

3.1 Costs. The Owner(s) of each Parcel shall be responsible for one-fourth (1/4) of the Maintenance and Repair costs of the Road.

3.2 True-Up. All Owners under this agreement shall meet or correspond annually as needed to determine the other's costs and whether a true-up of the of the actual costs of maintenance and repair is necessary (a "**True-Up**") pursuant to the terms of this Agreement. All costs shall be supported by reasonable documentation (e.g., receipts, invoices, purchase orders, etc.). No costs shall be allowed for labor if provided by an Owner under this Agreement or their affiliates. Should the Owners determine a True-Up is necessary, the owing Owners shall pay to the other Owner entitled to payment, without demand, such agreed upon amounts within ten (10) days of such determination of a True-Up.

3.3 **Damage.** Notwithstanding anything to the contrary contained in this Agreement, should the Road or any portion thereof be damaged or destroyed by any act or omission of an Owner or their invitees or licensees (a “**Damaging Owner**”), whether intentional or unintentional, the same shall be repaired or rebuilt by the Damaging Owner, at the expense of the Damaging Owner. Should the Road be damaged or destroyed by any cause other than the act or omission of an Owner, the same shall be repaired or rebuilt by all Owners as described in Section 3.1 and 3.2. Any repairing or rebuilding of the Road shall be of the same quality and customary standard of similar private roads in Canyon County, Idaho.

4. **No Barriers.** Each Owner shall ensure that the Road is at all times kept free from obstructions and otherwise kept open in a manner sufficient to accommodate the free and uninterrupted flow of pedestrian and vehicular traffic on, over, and across the Road. Each Owner shall further ensure that nothing shall be constructed or placed within the Road that will prohibit, discourage, or reduce free and uninterrupted flow of pedestrian and vehicular traffic on, over, and across the Road; provided, however, that the restriction set forth in this Section shall not operate to prohibit the temporary interruption of vehicular or pedestrian traffic flow during the construction, maintenance, or repair of the Road, as long as such temporary interruption does not leave any Owner without access to their parcel for any amount of time.

5. **Covenant to Pay.**

Each Owner covenants to pay all of their respective pro rata share of any costs and/or expenses as described in this agreement when due without deduction, setoff, abatement of counterclaim of any kind whatsoever. Any such costs and/or expenses against are the personal obligation of the Owner of the Parcel when the assessment becomes due and payable, which personal obligation will remain with such Owner regardless of whether such Owner remains the Owner of the Parcel. All assessments include any interest (at the applicable legal rate) and any costs to collect the monies owed, including reasonable attorneys’ fees.

6. **Meetings.**

Any Owner may call a special meeting of the Owners to this Agreement for any purpose. The Owner calling the meeting shall distribute written notice of the meeting by hand-delivery, mail, or email at least 10 days, but not more than 60 days, prior to the meeting. The meeting notice will state the reasons for

which the meeting is called. No Owner may call a special meeting more than twice during any calendar year. The Owner calling the meeting will determine the location of the meeting unless another location is determined by a majority vote.

Votes shall be allocated as one vote per Parcel. Where a Parcel has multiple Owners such Owners shall decide among themselves how their one vote shall be cast.

7. Binding Effect.

This Agreement shall be recorded in the real property records of Canyon County, Idaho, and this Agreement and the rights, and obligations of the Owners herein run with the land, benefit and burden each Parcel, and shall be binding upon the Owners and their respective successors, heirs, and assigns.

8. Indemnification.

Each Owner (the “**Indemnifying Owner**”) agrees to indemnify, defend, and hold harmless each other Owner from and against any and all losses, liability, claims, suits, proceedings, liens, damages, and allegations, of any kind (“**Claims**”), including, without limitation, reasonable attorneys’ fees, directly or indirectly resulting from or arising out of: (a) any failure by the Indemnifying Owner or its employees or agents to comply with the terms and conditions of this Agreement; or (b) the negligence or willful misconduct of the Indemnifying Owner, except to the extent such Claims result, in whole or in part, directly or indirectly, from the default, negligence or willful misconduct of the other Owner.

9. Remedies.

9.1 Failure to Pay. In the event any Owner or its predecessor in interest fails or refuses to pay when due any amount due hereunder, which failure continues for a period of ten (10) days after such amounts are due, such failure shall constitute a default and: (a) a non-defaulting Owner may pay the amount due if due to a third Owner; (b) legal action may thereafter be instituted against the defaulting Owner by a non-defaulting Owner for payment or reimbursement of the amounts due, plus late charges, default interest, and attorneys’ fees; and (c) a non-defaulting Owner may pursue any other remedies at law or in equity, including, without limitation, specific performance and declaratory or injunctive relief. Furthermore, a non-defaulting Owner shall have a claim of lien on the defaulting Owner’s real property for the foregoing sums.

9.2 Other Failures. In the event an Owner fails to perform any covenants, conditions, or provisions of this Agreement (other than a failure to pay amounts as described in Section 9.1 of this Agreement), which failure continues for a period of fourteen (14) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default, and the other Owner may thereafter institute legal action against the defaulting Owner for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law; provided, however, that the defaulting Owner shall not be deemed to be in default if such failure to perform cannot be rectified within said fourteen (14) day period, and such Owner commences to rectify such failure within said fourteen (14) day period and thereafter diligently prosecutes the same to completion.

9.3 Liens. The claims of lien provided for in Section 9.1 contain a power of sale and shall only be effective when recorded in the real property records of Canyon County, Idaho by a non-defaulting Owner as a claim of lien against the defaulting Owner, which lien shall be signed, verified, and contain at least the following information:

9.3.1 An itemized statement of all amounts due and payable pursuant to this Agreement;

9.3.2 A description of the defaulting Owner's property;

9.3.3 The name of the Owner or reputed Owner of the Parcel which is the subject of the lien; and

9.3.4 The name and address of the Owner recording the claim of lien.

The claim of lien may be foreclosed in the same manner as a deed of trust pursuant to Idaho law. Upon payment of such claim of lien in full, the Owner that recorded the claim of lien will prepare and record a release of such claim of lien, at the other Owner's expense which expenses shall be paid prior to recordation.

9.4 Late Charges; Interest. Each Owner acknowledges that the late payment of any sums due to the other Owner hereunder will cause the other Owner to incur costs not contemplated by this Agreement, the exact amount of which the Owners are not capable of determining. Accordingly, if any sums due hereunder are not paid within ten (10) days after the date due, then the Owner failing to pay shall pay to the other Owner a late charge equal to five percent

(5%) of such overdue amount. Further, and in addition to any such late charges, any sums (including late charges) payable due hereunder which are past due for a period of ten (10) days or more shall bear interest from the due date until paid in full at the maximum rate allowed under Idaho Law.

10. General Terms And Conditions.

10.1 Amendment. This Agreement may not be amended, modified, supplemented, or otherwise changed except by a writing signed by all of the Owners or their successors, heirs, or assigns.

10.3 Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted between the Owners to interpret or enforce the terms and conditions of this Agreement, or arising from the breach of any provision hereof, the prevailing Owner(s) will be entitled to receive from the non-prevailing Owner(s) all costs, damages, and expenses, including reasonable attorneys' fees through all levels of action, incurred by the prevailing Owner(s).

10.5 Construction. The captions and headings of this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms or provisions of this Agreement. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and the use of gender shall include all other genders. When used in this Agreement, the phrase "including" (or a word of similar import) shall mean "including but not limited to", and words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires. Except as provided herein, no consent required to be obtained by one Owner from another Owner shall be unreasonably withheld, conditioned or delayed.

10.7 Governing Law, Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule (whether of the State of Idaho or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Idaho.

10.9 Incorporation by Reference. All recitals and exhibits to this Agreement are hereby incorporated by reference as if set forth herein.

10.11 Merger. As to the subject matter contained herein, this Agreement (including the documents referenced herein) shall be the complete, entire, final and exclusive agreement among the Owners hereto and supersedes all prior and

contemporaneous negotiations, agreements, and understandings, written or oral, between the Owners. It is expressly warranted by the Owners that no promise or inducement has been offered except as set forth herein, and that this Agreement is executed without reliance upon any promise, inducement, or representation not set forth herein. The terms of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence whatsoever may be introduced to vary its terms in any mediation, arbitration, or judicial proceeding involving this Agreement.

10.13 Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, U.S. Mail, certified, return receipt requested, or other reliable delivery service such as Federal Express or UPS, postage or delivery charges prepaid, addressed to the appropriate Owner at the address set forth above, or at such other address as a Owner may from time to time specify by notice to the other Owners. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean the earliest of any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of receipt of the notice or other document by the person or entity to whom it was addressed or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earliest of (i) the date of the attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt or (iii) the date of receipt of notice of refusal or notice of non-delivery by the sending Owner.

10.15 Rights Cumulative. Except as expressly provided in this Agreement, and to the extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to, or to the exclusion of, any other remedies available at law or in equity.

10.17 Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision, and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

10.19 Time. Time is of the essence with respect to each and every covenant and obligation under this Agreement.

10.21 Waiver. No failure or delay on the part of a Owner to exercise any of that Owner's powers, rights, or privileges under this Agreement shall impair any such powers, rights or privileges, or be construed to be a waiver of any default or breach or any acquiescence therein. To the contrary, except as expressly set forth herein, the waiver any power, right, privilege, breach, default, or remedy must be in writing signed by the Owner waiving such power, right, privilege, breach, default, or remedy. No signed waiver of any power, right, privilege, breach, default, or remedy shall constitute a waiver of any subsequent power, right, privilege, breach, default, or remedy.

(Signatures, acknowledgements, and exhibits follow)

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

Cleon Hoagland

Patti Hoagland

STATE OF IDAHO)
) ss.
County of Canyon)

This record was acknowledged before me on _____, 2024, by
Cleon Hoagland.

Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Canyon)

This record was acknowledged before me on _____, 2024, by
Patti Hoagland.

Notary Public for Idaho
Residing at: _____
My commission expires: _____

Exhibit A
Legal Description of Parcels

[insert upon approval of application]

Exhibit B
Record of Survey

[insert upon approval of application]

Exhibit C
Legal Description of Easement

[insert upon approval of application]

Exhibit C

Exhibit C

EASEMENT & ROAD REDUCTION CHECKLIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #310, Caldwell, ID 83605

zoninginfo@canyoncounty.id.gov

Phone: 208-454-7458

Fax: 208-454-6633



CCZO § 07-10-03 (1) Frontage, Easement, or Road Lot Required: For the purpose of providing adequate access for equipment, emergency vehicles and other services to inhabited buildings, each parcel must demonstrate access by one of the following prior to issuance of a Certificate of Zoning Compliance (A) Frontage, (B) Easement or (C) Road Lot.

CHECK THE APPROPRIATE APPLICATION TYPE:

- ☒ **Easement Reduction Request** – The easement width requirement may be reduced to a width not less than twenty eight feet (28') as determined by the director, upon approval of criteria outlined in the Zoning Ordinance § 07-10-03 (1)(B).
- ☐ **Frontage Reduction Request** – The frontage width requirement may be reduced to a width not less than fifty feet (50'), as determined by the director, upon approval of criteria outlined in the Zoning Ordinance § 07-10-03 (1)(A).
- ☐ **Road Lot Reduction Request** – The road width requirement may be reduced to a width not less than fifty feet (50') as determined by the director, upon approval of criteria outlined in the Zoning Ordinance § 07-10-03 (1)(C).

THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS CHECKLIST

- ☒ Master Application completed and signed
- ☒ Site Plan 8 ½" x 11" showing the proposed reduction and any circumstances that may justify the need
- ☒ Detailed letter fully describing the request, and justifications for the request such as how it will provide adequate access, do physical characteristics of the site require the reduction, does the request cause injury, damage, or a safety hazard?
- ☒ Deed or evidence of property interest to all subject properties
- ☒ \$100 non-refundable fee (\$80 when combined with other applications)

PROCESS: DIRECTORS DECISION

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: Cleon & Patti Hoagland
	MAILING ADDRESS: P.O. Box 166, Melba, ID 83641
	PHONE: [REDACTED] EMAIL: [REDACTED]

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

Signature: Cleon Hoagland / Patti Hoagland Date: 2/22/24

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

SITE INFO	STREET ADDRESS: Southside Blvd S, TBD
	PARCEL #: R28146010 LOT SIZE/AREA: 11.93 AC.
	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 type="checkbox"/> PRIVATE ROAD NAME <input type="checkbox"/> TEMPORARY USE <input type="checkbox"/> DAY CARE
	<input type="checkbox"/> OTHER _____

CASE NUMBER:	DATE RECEIVED:
RECEIVED BY:	APPLICATION FEE: CK MO CC CASH

RECORD OF SURVEY

A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1,
TOWNSHIP 1 SOUTH, RANGE 2 WEST, BOISE MERIDIAN,
LOCATED IN THE COUNTY OF CANYON, STATE OF IDAHO.
2023

LEGEND

- FOUND 5/8" IRON PIN
- FOUND BRASS CAP MONUMENT
- SET 1/2" IRON PIN TAPPED L.S. 18811"
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE AS NOTED
- SURVEY TIE LINE

NARRATIVE
THE BASIS OF BEARINGS USED FOR THIS SURVEY WAS ESTABLISHED USING GPS OBSERVATIONS BETWEEN FOUND MONUMENTS ON THE WEST LINE OF THE 1/4 OF SECTION 1 SOUTH, RANGE 2 WEST, BOISE MERIDIAN, AND THE 1/4 OF SECTION 1 SOUTH, RANGE 2 WEST, BOISE MERIDIAN. ALL BEARINGS SHOWN ARE GRID AZIMUTH AND ALL DISTANCES SHOWN ARE TRUE GROUND DISTANCES SCALED FROM GRID

CERTIFICATE OF LAND SURVEYOR
I, JONAS S. GLENE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH THE CURRENT LAWS OF THE STATE OF IDAHO PERTAINING TO PLATS AND SURVEYS



JONAS S. GLENE LICENSE NO. 18811

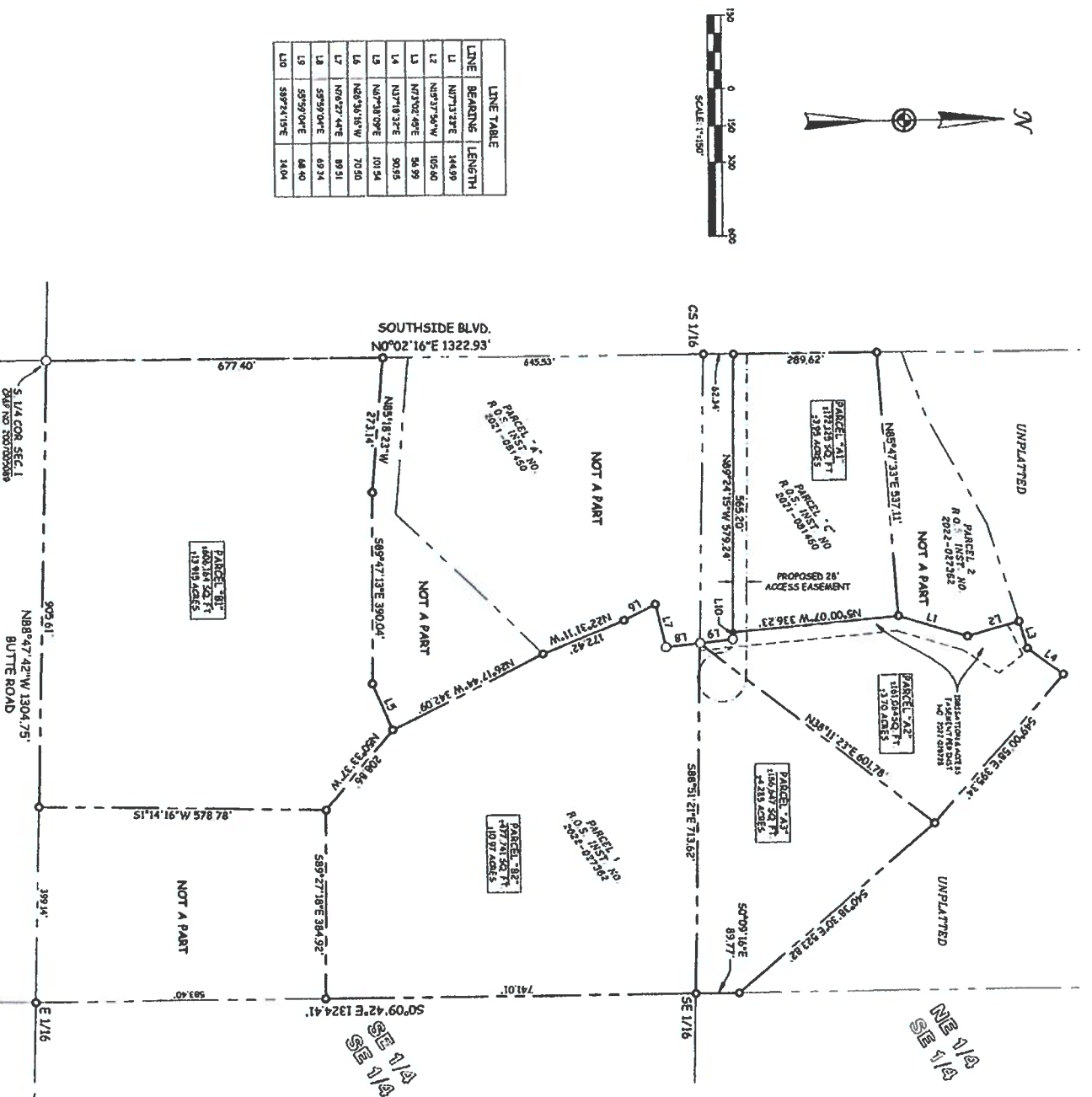


VALLEY LAND SURVEYING
PROFESSIONAL LAND SURVEYING COMPANY
5099 S. Valley St., Boise, ID 83709
www.valleylandsurveying.com
Phone (208) 978-0088

PROJECT NO.
23-132

DATE
2/14/2024

SHEET NO.
1 OF 1



LINE	BEARING	LENGTH
L1	N0°13'22"E	144.69
L2	N89°37'56"W	105.60
L3	N0°02'16"E	56.99
L4	N0°02'16"E	50.95
L5	N0°02'16"E	101.54
L6	N89°37'56"W	70.50
L7	N0°02'16"E	89.51
L8	S89°04'04"E	60.34
L9	S89°04'04"E	64.40
L10	S89°04'04"E	14.04

A Parcels

ELECTRONICALLY RECORDED

**ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.**

CORRECTION QUITCLAIM DEED - 1
16098506 1 [15540-2]

ACCOMMODATION RECORDING

When recorded deliver to:

Givens Pursley LLP
c/o Samuel F. Parry
601 W. Bannock Street
Boise, Idaho 83702

CORRECTION QUITCLAIM DEED

This Correction Quitclaim Deed is given to correct, replace, and supersede, in its entirety, that certain Quitclaim Deed made by Grantor herein to Grantee herein, dated February 8, 2022 and recorded February 8, 2022, with the Canyon County Recorder as Instrument No. 2022-007161. This Correction Quitclaim Deed will correct and clarify the legal description set forth in the Quitclaim Deed referenced above.

FOR VALUE RECEIVED, Cleon Hoagland, an individual ("Grantor"), does hereby convey, release, remise and forever quitclaim unto Cleon Hoagland, the same individual ("Grantee"), all of Grantor's right, title and interest in and to that certain real property ("Property") located in Canyon County, Idaho, legally described on Exhibit A, attached hereto and incorporated herein by this reference.

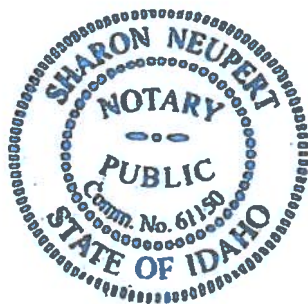
IN WITNESS WHEREOF, the undersigned has caused Grantor's name to be hereunto subscribed this 4 day of March 2022.

GRANTOR:

Cleon Hoagland
Cleon Hoagland

STATE OF IDAHO)
) ss.
County of Ada)

On this 4 day of March 2022, before me, a Notary Public in and for said State, personally appeared Cleon Hoagland, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Sharon Neupert
Notary Public for the State of Idaho
Residing at Boise ID
My Commission expires: Feb 22, 2025

EXHIBIT A



Client: Mark Hoagland
Date: August 16, 2021
Job No.:1221

PARCEL C DESCRIPTION

The following Describes a Parcel of Land being a portion of the NW 1/4 SE 1/4 of Section 1, Township 1 South, Range 2 West, Boise Meridian, Canyon County Idaho, and more particularly described as follows:

COMMENCING at the Southwest Corner of the W 1/2 SE 1/4, (South 1/4 corner of Section 1), which is Monumented with a found 5/8 inch Iron Pin with "No Cap"; From which, a found 5/8 inch Iron Pin with an illegible cap which is Monumenting the Southeast Corner of said W 1/2 SE 1/4 (E 1/16th Corner) of said Section 1 bears, South 89°19'41" East, 1304.71 feet;

Thence along the Westerly Boundary Line of said W 1/2 SE 1/4, North 00°30'01" West, 1322.86 feet to a found aluminum disk stamped "PLS 15352" marking the South West corner of said NW 1/4 SE 1/4, (Center south 1/16 corner);

Thence along the West boundary of said NW 1/4 SE 1/4, North 00°29'57" West, 62.34 feet to the POINT OF BEGINNING, marked with a set 5/8 inch diameter iron pin stamped " CLS PLS 7732";

Thence continuing along the West boundary of said NW 1/4 SE 1/4 , North 00°29'57" West, 289.66 feet to a set 5/8 inch diameter iron pin stamped " CLS PLS 7732";

Thence leaving said West boundary, North 85°15'29" East, 512.09 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 4998";

Thence North 17°34'33" West, 220.02 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 4998";

Thence North 72°31'54" East, 165.54 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 944";

Thence North 36°47'36" East, 90.93 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 944";

Thence South 49°34'08" East, 395.28 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 944";

Thence South 41°10'46" East, 523.86 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 944" marking the East line of said W 1/2 SE 1/4;

Thence along said East line, South 00°39'15" East, 89.76 feet to a found 5/8" Iron Pin with No Cap marking the South East corner of the NW 1/4 SE 1/4, (Southeast 1/16 corner);

Thence along the South boundary of said NW 1/4 SE 1/4, North 89°23'28" West, 713.61 feet to a set 5/8" Iron Pin with Plastic Cap "CLS PLS 7732";

623 11th Ave. South, Nampa, ID 83651 · T. (208) 442-0115 · C. (208) 608-2510 rgray.cls@gmail.com

COMPASS LAND SURVEYING, PLLC

Mark Hoagland-1221\Survey\Descriptions\Parcel C.doc

Page 2 of 2

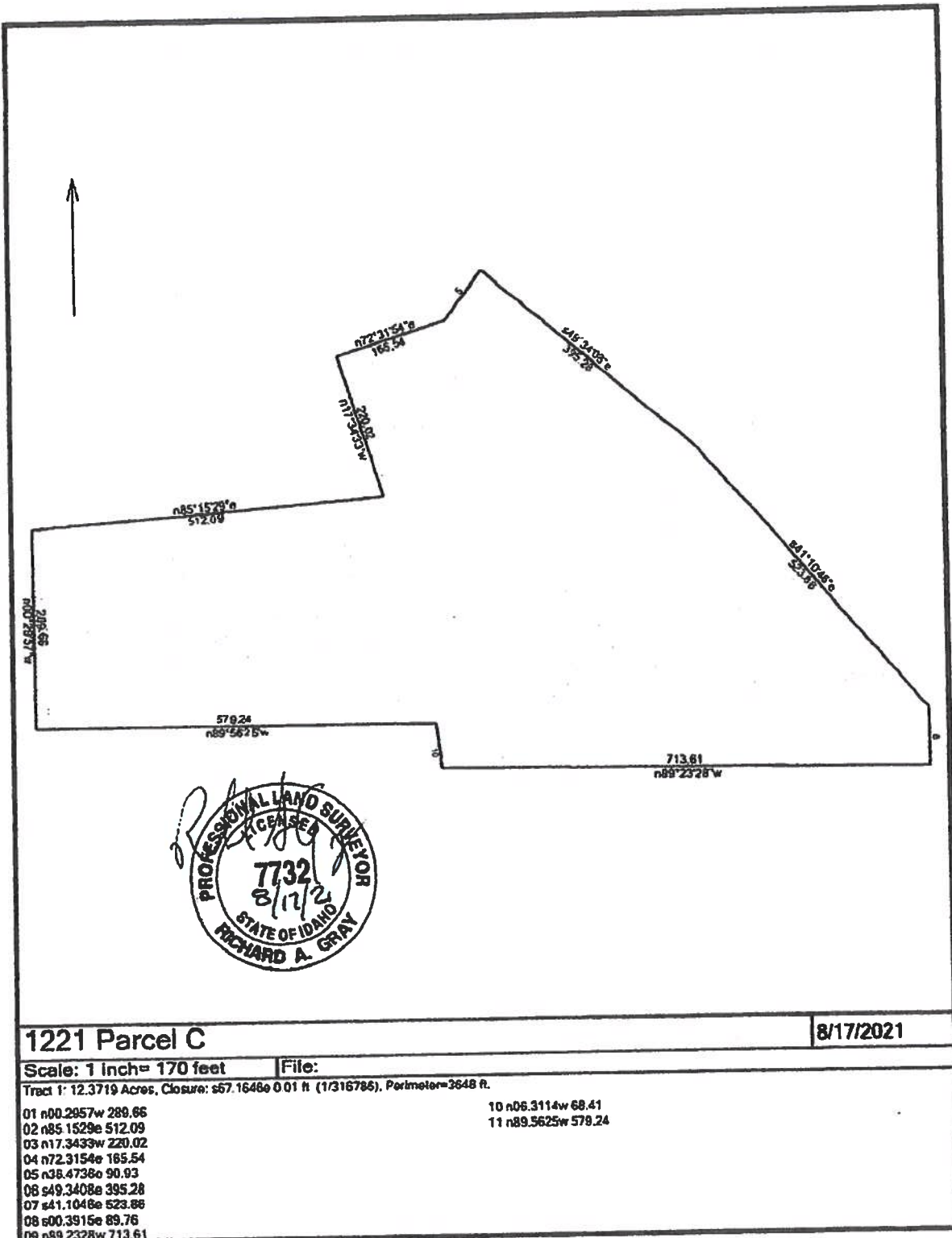
Thence leaving said South boundary, North 06°31'14" West, 68.41 feet to a set 5/8" Iron Pin w Plastic Cap "CLS PLS 7732";

Thence North 89°56'25" West, 579.24 feet to the POINT OF BEGINNING.

This parcel contains 12.37 acres more or less.



623 11th Ave. South, Nampa, ID 83651 T. (208) 442-0115 C. (208) 608-2510 rgray.cls@gmail.com



Lower 24ac.

5 parcels

2022-007162

RECORDED

02/08/2022 12:12 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=4 HCRETAL

\$15.00

TYPE: DEED

TITLEONE BOISE

ELECTRONICALLY RECORDED

When recorded deliver to:

Givens Pursley LLP
c/o Samuel F. Parry
601 W. Bannock Street
Boise, Idaho 83702

ACCOMMODATION RECORDING

QUITCLAIM DEED

FOR VALUE RECEIVED, Cleon Hoagland, and individual ("Grantor"), does hereby convey, release, remise and forever quitclaim unto Cleon Hoagland, the same individual ("Grantee"), all of Grantor's right, title and interest in and to that certain real property ("Property") located in Canyon County, Idaho, legally described on Exhibit A, attached hereto and incorporated herein by this reference:

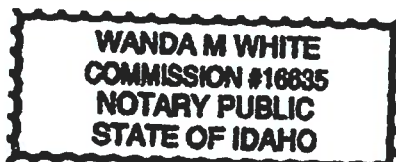
IN WITNESS WHEREOF, the undersigned has caused Grantor's name to be hereunto subscribed this 8th day of February 2022.

GRANTOR:

Cleon Hoagland
Cleon Hoagland

STATE OF IDAHO)
) ss.
County of Ada)

On this 8th day of February 2022, before me, a Notary Public in and for said State, personally appeared Cleon Hoagland, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Wanda M. White
Notary Public for the State of Idaho
Residing at Boise
My Commission expires: 3-11-2027

When recorded deliver to:

Givens Pursley LLP
c/o Samuel F. Parry
601 W. Bannock Street
Boise, Idaho 83702

ACCOMMODATION RECORDING

QUITCLAIM DEED

FOR VALUE RECEIVED, Cleon Hoagland, and individual ("Grantor"), does hereby convey, release, remise and forever quitclaim unto Cleon Hoagland, the same individual ("Grantee"), all of Grantor's right, title and interest in and to that certain real property ("Property") located in Canyon County, Idaho, legally described on Exhibit A, attached hereto and incorporated herein by this reference:

IN WITNESS WHEREOF, the undersigned has caused Grantor's name to be hereunto subscribed this 8th day of February 2022.

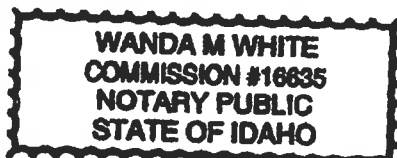
GRANTOR:

Cleon Hoagland

Cleon Hoagland

STATE OF IDAHO)
) ss.
County of Ada)

On this 8th day of February 2022, before me, a Notary Public in and for said State, personally appeared Cleon Hoagland, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Wanda M. White
Notary Public for the State of Idaho
Residing at Boise
My Commission expires: 3-11-2027

Exhibit A



Client: Mark Hoagland
Date: August 16, 2021
Job No.: 1221

**PARCEL B
DESCRIPTION**

The following Describes a Parcel of Land being a portion of the SW 1/4 SE 1/4 of Section 1, Township 1 South, Range 2 West, Boise Meridian, Canyon County Idaho, and more particularly described as follows:

BEGINNING at the Southwest Corner of the W 1/2 SE 1/4 of said Section 1, (South 1/4 corner), which is Monumented with a found 5/8 inch Iron Pin with "No Cap", From which, a found 5/8 inch Iron Pin with an illegible cap which is Monumenting the Southeast Corner of the W 1/2 SE 1/4 (E 1/16th Corner) of said Section 1 bears, South 89°19'41" East, 1304.71 feet;

Thence along the Westerly Boundary Line of said W 1/2 SE 1/4, North 00°30'01" West, 677.40 feet to a set 5/8 inch Iron Pin with Plastic Cap "CLS PLS 7732";

Thence leaving said Westerly Boundary Line, South 85°50'28" East, 273.14 feet to a found 1/2 inch Iron Pin with no cap;

Thence North 89°40'31" East, 390.04 feet to a found 1/2 inch Iron Pin with no cap;

Thence North 67°05'53" East, 101.54 feet to a found 1/2 inch Iron Pin no cap;

Thence North 26°50'00" West, 342.09 feet to a found 1/2 inch Iron Pin with no cap;

Thence North 23°03'27" West, 172.42 feet to a set 5/8 inch Iron Pin with Plastic Cap "CLS PLS 7732";

Thence North 27°08'32" West, 70.50 feet to a set 5/8 inch Iron Pin with Plastic Cap "CLS PLS 7732";

Thence North 75°55'34" East, 89.51 feet to a set 5/8 inch Iron Pin with Plastic Cap "CLS PLS 7732";

Thence North 06°31'14" West, 69.33 feet to a set 5/8 inch Iron Pin with Plastic Cap "CLS PLS 7732" marking the Northerly boundary of said SW 1/4 SE 1/4;

Thence South 89°23'28" East, 713.61 feet to a found 5/8 inch Iron Pin with No Cap marking the North East corner of said SW 1/4 SE 1/4, (Southeast 1/16 corner);

Thence along the East line of said SW 1/4 SE 1/4, South 00°40'42" East, 740.99 feet to a found 5/8 inch Iron Pin with Plastic Cap "PLS 4998";

Thence leaving said East line, North 89°59'24" West, 384.92 feet to a found 5/8 inch Iron Pin with Plastic Cap "PLS 4998";

623 11th Ave. South, Nampa, ID 83651 · T. (208) 442-0115 · C. (208) 608-2510 · rgray.cls@gmail.com

COMPASS LAND SURVEYING, PLLC

Mark Hoagland-1221\Survey\Descriptions\Parcel B.doc

Page 2 of 2

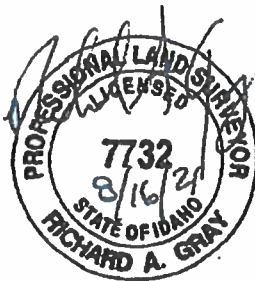
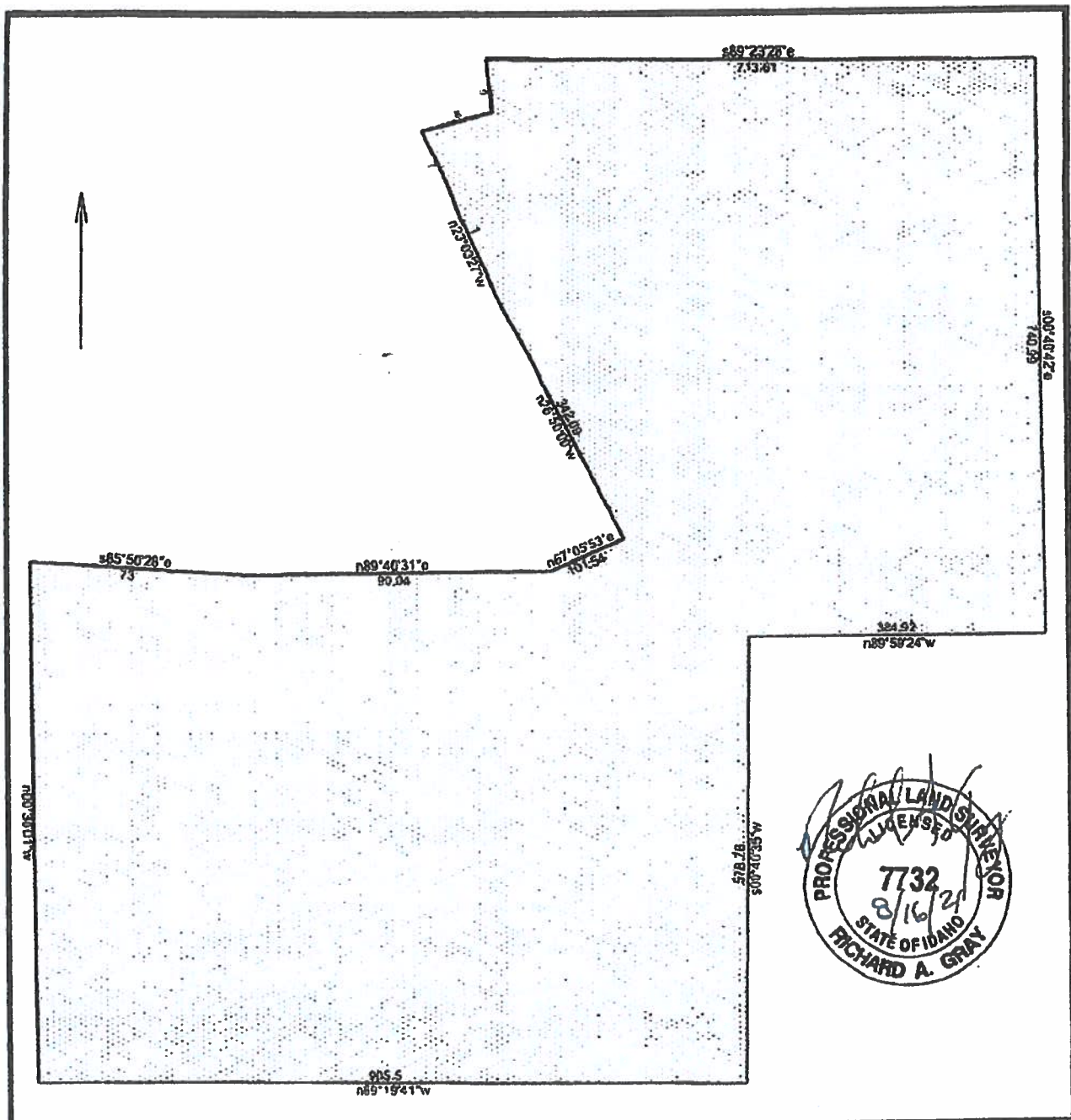
Thence South $00^{\circ}40'35''$ West, 578.78 feet to a found 5/8 inch Iron Pin with Plastic Cap "PLS 11120" marking the South boundary of said W 1/2 SE 1/4;

Thence along said South boundary, North $89^{\circ}19'41''$ West, 905.57 feet to the POINT OF BEGINNING.

The above Described Parcel of Land contains 24.88 Acres, more or less.



623 11th Ave. South, Nampa, ID 83651 · T. (208) 442-0115 · C. (208) 608-2510 · rgray.cls@gmail.com



1221 Parcel B

8/16/2021

Scale: 1 inch= 170 feet

File:

Tract 1: 24.8772 Acres, Closure: n00.0000e 0.00 ft. (1/888888), Perimeter=5518 ft.

01 n00.3001w 677.4
02 s85.5028e 273.14
03 n89.4031e 390.04
04 n57.0553e 101.54
05 n26.5000w 342.09
06 n23.0327w 172.42
07 n27.0832w 70.5
08 n75.5534e 89.51
09 n05.3114w 69.33
10 s89.2328e 713.61

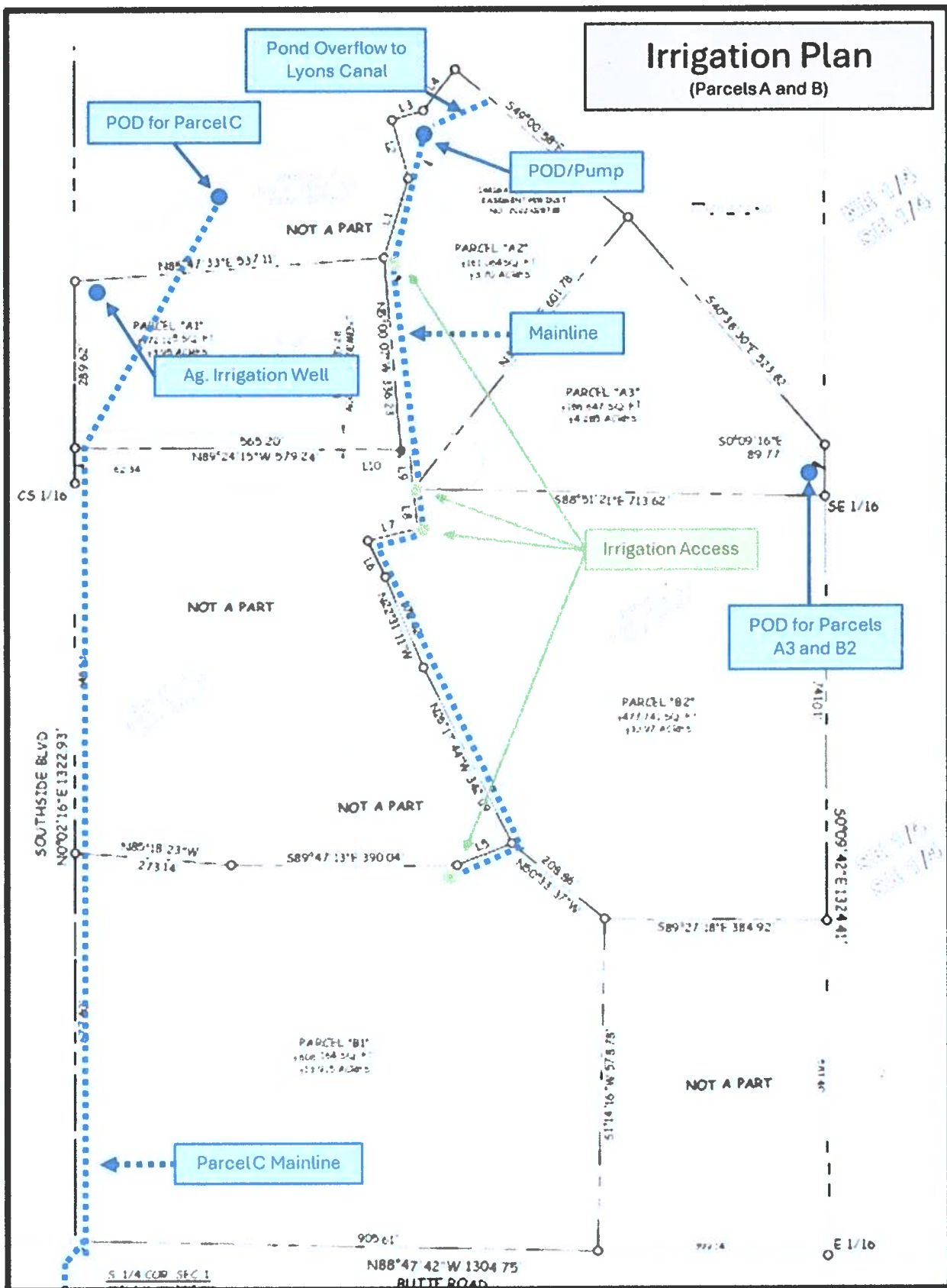
11 s00.4042e 740.89
12 n89.5924w 384.92
13 s00.4035w 578.78
14 n89.1941w 905.57

Exhibit D

Exhibit D

Irrigation Plan

(Parcels A and B)



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: 82664

Date: 5/21/2024

Date Created: 5/21/2024

Receipt Type: Normal Receipt

Status: Active

Customer's Name: Cleon & Patti Hoagland

Comments: AD2023-0110-APL

Site Address: 0 SOUTHSIDE BLVD S, Melba ID 83641 / Parcel Number: 28146010 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 - Any Decision Appealed to the Board	AD2023-0110-APL	\$600.00	\$0.00	\$0.00

Sub Total: \$600.00

Sales Tax: \$0.00

Total Charges: \$600.00

PAYMENTS

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Check	1267	\$600.00

Total Payments: \$600.00

ADJUSTMENTS

Receipt Balance: \$0.00

Issued By: pdilbeck