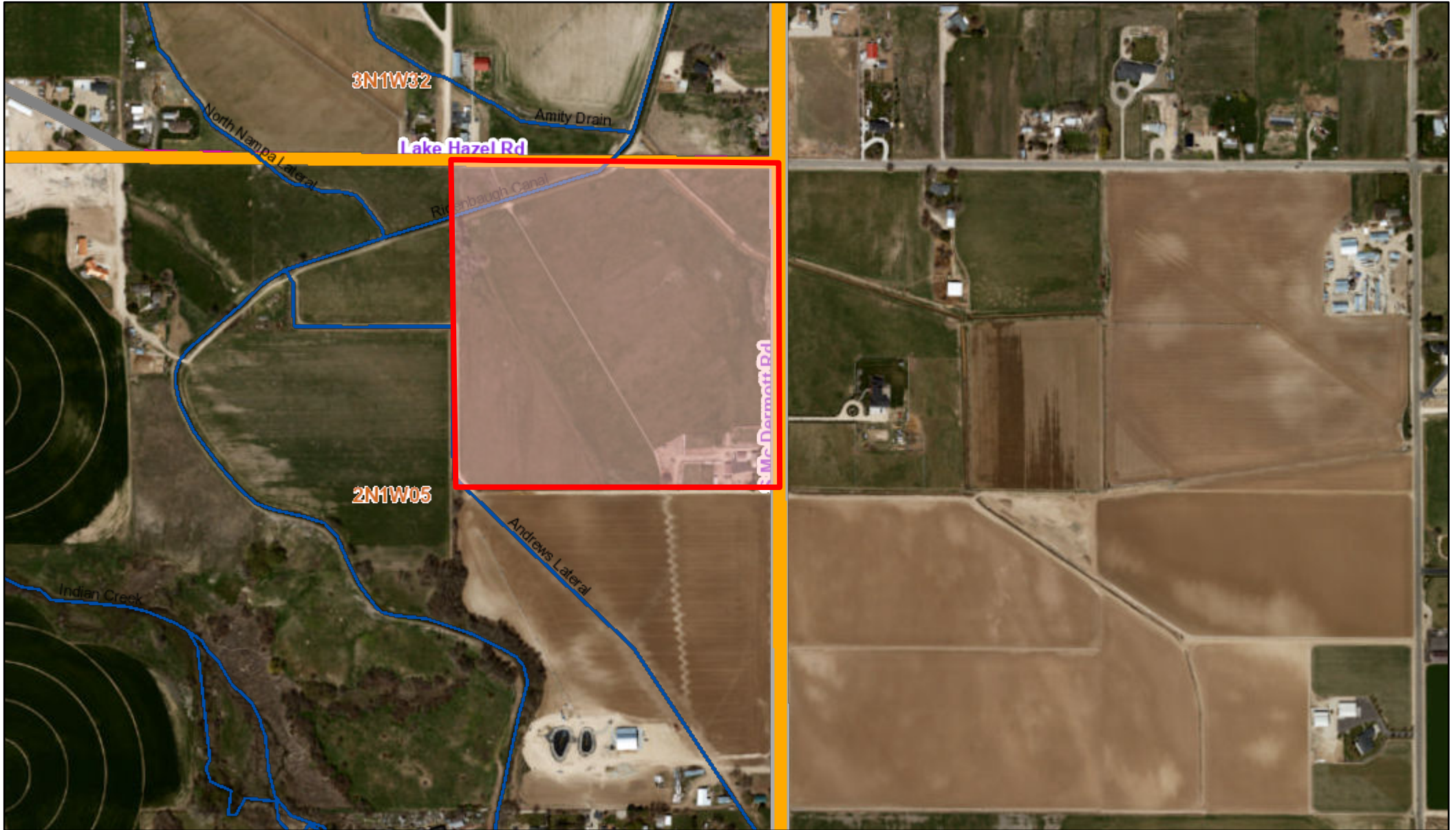
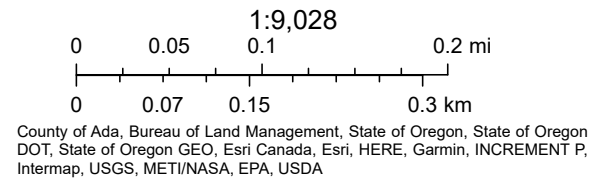


Canyon County, ID Web Map



5/9/2024, 9:06:33 AM

- Multiple Parcel Search_Query result
- Hydro_NHDFlowline
- County Boundary
- Current Impact Area
- City Limits
- Sections
- CanyonCountyRoads
- Roads
- ITDFunctionalClassification
- Other Principal Arterials
- Urban_2023
- Red: Red
- Green: Green
- Blue: Blue
- Imagery_2022
- Red: Band_1
- Green: Band_2





CONDITIONAL USE PERMIT PUBLIC HEARING - APPLICATION

PROPERTY OWNER	OWNER NAME: Darius T Bailey	
	MAILING ADDRESS: 2619 Mc Dermott Rd Nampa, ID 83687	
	PHONE: [REDACTED]	EMAIL:
<p style="text-align: center;">I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If the owner(s) is a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.</p> <p>Signature: <u>Darius T Bailey</u> Date: <u>4-8-24</u></p>		

APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER	APPLICANT NAME: GREG CURTIS	
	COMPANY NAME: NAMPA & MERIDIAN IRRIGATION DISTRICT	
	MAILING ADDRESS: 1503 1st Street South Nampa, ID 83651	
	PHONE: [REDACTED]	EMAIL: [REDACTED]

SITE INFO	STREET ADDRESS: 2619 S McDERMOTT RD	
	PARCEL NUMBER: 28832000 0	
	PARCEL SIZE: 41.46	
	REQUESTED USE:	
	FLOOD ZONE (YES/NO) NO	ZONING DISTRICT: AGRICULTURAL

FOR DSD STAFF COMPLETION ONLY:

CASE NUMBER	<u>CU2024-0012</u>	DATE RECEIVED:	<u>5-9-2024</u>
RECEIVED BY:	<u>maddy / carl / cl</u>	APPLICATION FEE:	<u>950</u> CK MO <input checked="" type="checkbox"/> CASH



CONDITIONAL USE PERMIT

PUBLIC HEARING - CHECKLIST

CONDITIONAL USE PERMIT - CCZO Section 07-07-05

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

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

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

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

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

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

STANDARDS

SITE/OPERATION PLAN – CCZO Section 07-02-03 and 07-07-03(1)
A scaled drawing showing: <ul style="list-style-type: none"> - The parcel and all existing and proposed uses and structures and roads all with dimensions, distances, and private and public road names. - Includes lot lines, lot area, parking spaces, private roadways, walkways, topographic features, reserved open space, buildings and other structures, major landscape features, and the location of proposed utility easements.
Operation Plan to include: <ul style="list-style-type: none"> - Time requirements, the commencement of the operation, hours of operation, noise levels, dust levels, air and water quality, raw material delivery, finished product and marketing, site improvements, public and private facilities, public amenities, and infrastructure.

LETTER OF INTENT – CCZO Section 07-07-05
State the nature of the request. Include, a description of business operations, such as a number of employees, hours of operation, delivery and shipping.
Consistency with the Comprehensive Plan (CCZO Section 07-07-05(3))
Address potential impacts to property in the immediate vicinity and character of the area (CCZO Section 07-07-05(4))
Demonstrate how facility and utilities such as water, sewer, irrigation, drainage and stormwater drainage, will be provided.
Demonstrate legal access
Address potential impacts to existing or future traffic patterns.
Address potential impacts to essential services such as schools, irrigation facilities and emergency services.
If the use will create impacts, provide measures to mitigate impacts.

For those applications that have additional Use Standards, detail the following in the Letter of Intent, Site Plan and/or Operation Plan:

CONTRACTOR SHOP (07-14-09) - REQUIRED	Applicant	Staff
Demonstrate how the use will be contained within a building or behind a sight-obscuring fence.		

MINERAL EXTRACTION (07-14-19) - REQUIRED	Applicant	Staff
Show how the 30' setbacks on all sides will be met.		
Name of operator/extractor		
Duration of proposed use: Commencement & Completion dates		
Provide an approved reclamation from Idaho Dept. Of Lands		
Location of proposed pits and accessory uses		

WIND FARM (07-14-33) - REQUIRED	Applicant	Staff
Need to include on the site plan: lot size, configuration, proximity to structures, topography, viewsheds.		

MINISTORAGE FACILITY (07-14-29) - REQUIRED	Applicant	Staff
Demonstrate how materials will not be sold or delivered to customers directly from the storage compartment.		

MANUFACTURING/PROCESSING OF HAZARDOUS CHEMICALS/GASES (07-14-15) - REQUIRED	Applicant	Staff
Show 300' setbacks from any property line		
Show 1,000 setback from any residential district		
Demonstrate how chemicals/gases will be stored within an enclosed structure.		
Demonstrate how the use will be gates and fenced with 8' high security fencing.		
Provide documentation from the local fire district approving the location and plan.		
Include maps and engineering drawings showing proposed drainage, proposed sewer system design, the depth of the water table, soil composition, all existing surface water, and all existing uses within one-fourth (1/4) mile of the property. The applicant shall also furnish evidence that the dangerous characteristics of the particular process or activity in question have been, or shall be, eliminated or minimized sufficiently so as not to create a public nuisance or be detrimental to the public health, safety, or welfare.		
The facility must register and maintain current hazardous waste generation notification as required by Environmental Protection Agency and/or Idaho Department of Environmental Quality and provide such proof of registration		

STAGING AREA (07-14-15) - REQUIRED	Applicant	Staff
Demonstrate how all work will be conducted off-site, business vehicles will remain operable and parked on-site, and employees/persons on the premises for parking and business vehicle pickup all maintained on-site.		

07-02-03: DEFINITIONS ENUMERATED:

AGRICULTURALLY RELATED ACTIVITIES: Uses that include incidental farm equipment sales and service, incidental farm supply sales, roadside stands, sod and/or turf farms, U-pick fruit or vegetables, corn mazes, and similar uses that do not involve processing (except those incidental operations necessary to prepare for market or to convert into marketable form).

Agriculturally related activities	A	C	-	-	-	-	-	-	-
-----------------------------------	---	---	---	---	---	---	---	---	---

AGRICULTURE: Tilling of soil, pasturage, sod/turf farms, horticulture, aquaculture, viticulture, floriculture, raising crops directly from the soil, raising livestock, poultry, poultry products, dairy animals and dairy products, beekeeping or beekeeping products, fur animals, trees grown in row crop fashion, fruits of all kinds and their products, floral and ornamental and greenhouse products, including all uses and facilities customarily accessory and incidental thereto, including, but not limited to, the storage and warehousing of fertilizers or agricultural produce or raw products.

CONTRACTOR SHOP: May include, but not be limited to, a building where a contractor conducts his business, including offices and parking of equipment and employee parking.

Contractor shop	C	-	-	-	C	A	A	A	A
-----------------	---	---	---	---	---	---	---	---	---

Farm implement sales or service, farm supply sales: (not defined)

Farm implement sales or service, farm supply sales	C	-	-	-	A	A	A	A	A
--	---	---	---	---	---	---	---	---	---

POLITICAL SUBDIVISION: A county, city, school district, highway district, irrigation district, fire district or other district recognized by the Idaho Code.

PUBLIC USES: Public parks, schools, administrative and cultural buildings and structures, but not including public land or buildings devoted solely to the storage and maintenance of equipment and materials and public service facilities. Also public owned buildings, fire and police stations, libraries, Post Offices, and public utilities administration buildings.

QUASI-PUBLIC USE (PERMANENT): Hospitals, convalescent homes, colleges, and other facilities of an educational, religious, charitable, or philanthropic nature that are nonprofit organizations or exempt properties.

QUASI-PUBLIC USE (TEMPORARY): An activity of a quasi-public nature which has a duration not to exceed seven (7) days and seven (7) nights in a six (6) month period and is allowed in all zones within the unincorporated parts of the County. Activities may include, but are not limited to, religious retreats, revivals, carnivals and like uses, musical concerts, theatrical performances, and sporting events

Public uses and quasi-public uses	C	C	C	C	A	A	A	A	A
Quasi-public uses (temporary)	D	D	D	D	-	-	-	-	-

STAGING AREA: An area where equipment and/or materials are stored for use conducted entirely off site.

Staging area	C	-	-	-	A	A	A	A	A
--------------	---	---	---	---	---	---	---	---	---

UTILITY FACILITY: Any facility providing utility services including, but not limited to, buildings, plants, substations, reservoirs or wastewater treatment plants owned or operated by a utility provider regulated by the Idaho Public Utility Commission or other regulatory agency or political subdivision of the State.

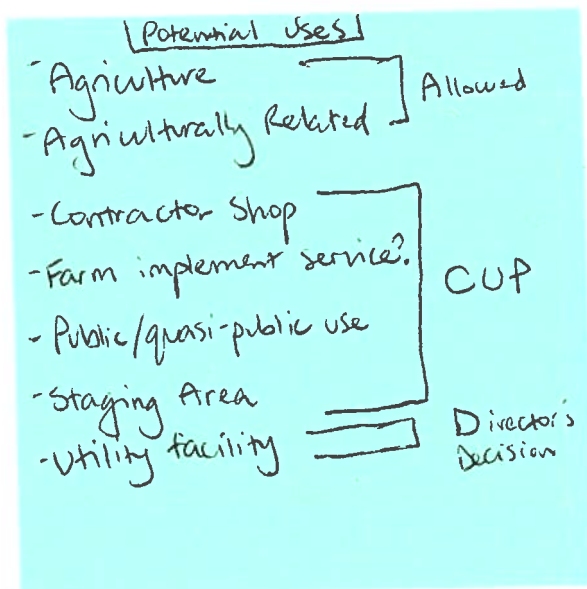
Utility facility	D	D	D	D	A	A	A	A	A
------------------	---	---	---	---	---	---	---	---	---

PROPOSED USE:

- Administrative office, water delivery and drainage systems operation and maintenance office, shop, storage, buildings and materials storage areas (all on one single campus).
- The applicant believes it is an agriculturally related activity. See also "similar use"
- If not determined to be agriculturally related, then the applicant would like to be considered a "public use"....See also reference to the definition of a political subdivision

07-10-07: UNSPECIFIED USES:

Uses not specified are prohibited, unless determined by the director to be similar or accessory to at least one of the allowed or permitted uses for that particular zone. If a proposed use is similar to or accessory to a conditionally permitted use, the applicant may only receive permission for the similar or accessory use through a conditional use permit. (Ord. 10-006, 8-16-2010)



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: Darius Bailey Trust
	MAILING ADDRESS: 2619 McDermott Road, Nampa, Idaho 83686
	PHONE: EMAIL:

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

Signature: Darius Bailey Date: 4-8-24

(AGENT) ARCHITECT ENGINEER BUILDER	CONTACT NAME: John W. Sharp
	COMPANY NAME: Sharp & Smith, Inc
	MAILING ADDRESS: 327 N. 27th Street, Boise, Idaho 83702
	PHONE: [REDACTED] EMAIL: [REDACTED]

SITE INFO	STREET ADDRESS: 2619 McDermott Road, Nampa, Idaho 83686		
	PARCEL #: R2883200000	LOT SIZE/AREA:	41.4 acres
	LOT:	BLOCK:	SUBDIVISION:
	QUARTER: NENE	SECTION: 05	TOWNSHIP: 2N RANGE: 1W
	ZONING DISTRICT: Ag	FLOODZONE (YES/NO):	No

HEARING LEVEL APPS	<input checked="" 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 _____		

CASH NUMBER	DATE RECEIVED
RECEIVED BY	APPLICATION FEE: <input type="checkbox"/> MO <input type="checkbox"/> CC <input type="checkbox"/> CASH

LAND USE WORKSHEET

PLEASE CHECK ALL THAT APPLY TO YOUR REQUEST:

GENERAL INFORMATION

1. **DOMESTIC WATER:** Individual Domestic Well Centralized Public Water System City
 N/A – Explain why this is not applicable: _____
 How many Individual Domestic Wells are proposed? 1 for Domestic Use and 1 for maintenance/Fire

2. **SEWER (Wastewater)** Individual Septic Centralized Sewer system
 N/A – Explain why this is not applicable: _____

3. **IRRIGATION WATER PROVIDED VIA:**
 Surface Irrigation Well None

4. **IF IRRIGATED, PROPOSED IRRIGATION:**
 Pressurized Gravity

5. **ACCESS:**
 Frontage Easement Easement width _____ Inst. # _____

6. **INTERNAL ROADS:**
 Public Private Road User's Maintenance Agreement Inst # _____

7. **FENCING** Fencing will be provided (Please show location on site plan)
Type: Chain Link Height: 6 ft.

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

9. **SOURCES OF SURFACE WATER ON OR NEARBY PROPERTY:** (i.e. creeks, ditches, canals, lake)
Ridenbaugh Canal, Amity Drain, and private lateral ditch all belonging to NMID

RESIDENTIAL USES

1. NUMBER OF LOTS REQUESTED:

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

2. FIRE SUPPRESSION:

Water supply source: _____

3. INCLUDED IN YOUR PROPOSED PLAN?

- Sidewalks Curbs Gutters Street Lights None

NON-RESIDENTIAL USES

1. SPECIFIC USE: Administrative Office Only (see separate sheet for Operations and Maintenance)

2. DAYS AND HOURS OF OPERATION:

- Monday 8:00 a.m. _____ to 5:00 p.m. _____
 Tuesday 8:00 a.m. _____ to 5:00 p.m. _____
 Wednesday 8:00 a.m. _____ to 5:00 p.m. _____
 Thursday 8:00 a.m. _____ to 5:00 p.m. _____
 Friday 8:00 a.m. _____ to 5:00 p.m. _____
 Saturday _____ to _____
 Sunday _____ to _____

3. WILL YOU HAVE EMPLOYEES? Yes If so, how many? 16 No

4. WILL YOU HAVE A SIGN? Yes No Lighted Non-Lighted

Height: 5 ft Width: 10 ft Height above ground: 4 ft

What type of sign: _____ Wall Freestanding _____ Other _____

5. PARKING AND LOADING:

How many parking spaces? 95 as drafted but not certain

Is there is a loading or unloading area? yes

RESIDENTIAL USES

1. NUMBER OF LOTS REQUESTED:

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

2. FIRE SUPPRESSION:

Water supply source: _____

3. INCLUDED IN YOUR PROPOSED PLAN?

- Sidewalks Curbs Gutters Street Lights None

NON-RESIDENTIAL USES

1. SPECIFIC USE: Operations and Maintenance Office/Shop

2. DAYS AND HOURS OF OPERATION:

- | | | | |
|---|------------------|----|----------------------------|
| <input checked="" type="checkbox"/> Monday | <u>7:00 a.m.</u> | to | <u>5:30 p.m. typically</u> |
| <input checked="" type="checkbox"/> Tuesday | <u>7:00 a.m.</u> | to | <u>5:30 p.m. typically</u> |
| <input checked="" type="checkbox"/> Wednesday | <u>7:00 a.m.</u> | to | <u>5:30 p.m. typically</u> |
| <input checked="" type="checkbox"/> Thursday | <u>7:00 a.m.</u> | to | <u>5:30 p.m. typically</u> |
| <input checked="" type="checkbox"/> Friday | <u>7:00 a.m.</u> | to | <u>Noon typically</u> |
| <input checked="" type="checkbox"/> Saturday | <u>Stand by</u> | to | <u>Emergencies only</u> |
| <input checked="" type="checkbox"/> Sunday | <u>Stand by</u> | to | <u>Emergencies only</u> |

3. WILL YOU HAVE EMPLOYEES? Yes If so, how many? 35 No

4. WILL YOU HAVE A SIGN? Yes No Lighted Non-Lighted

Height: 5 ft Width: 10 ft. Height above ground: 6 ft

What type of sign: _____ Wall XXX Freestanding _____ Other _____

5. PARKING AND LOADING: 75
How many parking spaces? _____

Is there is a loading or unloading area? yes

ANIMAL CARE-RELATED USES

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

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

Building Kennel Individual Housing Other _____

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

Building Enclosure Barrier/Berm Bark Collars

4. **ANIMAL WASTE DISPOSAL**

Individual Domestic Septic System Animal Waste Only Septic System

Other: _____



Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH
FAX #208-463-0092

NAMPA, IDAHO 83651-4395
nmid.org

OFFICE: Nampa 208-466-7861
SHOP: Nampa 208-466-0663

March 19, 2024

RE: Notice of Meeting/ Conditional Use Permit; Pre-application requirement for a Public Hearing- Proposed new site of NMID District Office & Shop Facilities

Dear Neighbor,

We are in the process of submitting an application for a Conditional Use Permit to Canyon County Development Services (DSD). One of the requirements necessary prior to submitting the application is to hold a "neighborhood meeting" and provide information to our surrounding neighbors (Canyon County Zoning Ordinance § 07-01-15). This is your notice to meet and review our proposal to create a new location for our main office and shop maintenance facility for Nama & Meridian Irrigation District.

This meeting is for informational purposes and to receive feedback from you as we move through the application process. This is not a Public Hearing before a governing body of the County. Once our application has been submitted and processed, a public hearing date will be scheduled. Prior to the scheduled date you will receive an official notification from Canyon County DSD regarding the Public Hearing via postal mail, newspaper publication, and/or a display on the property for which the Conditional Use Permit (or other case type) is applied.

The Neighborhood Meeting details are as follows:

Date: April 2nd, 2024

Time: 6:00 pm – 7:30 pm

***If no one is in attendance, the meeting will close at 7:00 pm**

Location: 5525 E. Greenhurst Road, Nampa, ID 83686

Property description: Nampa & Meridian Irrigation District Shop

The project is summarized below:

Site Location: 2619 S. McDermott Road, Nampa, ID 83687 (see map)

Proposed access: Lake Hazel & McDermott Road

Total acreage: 20.15

Proposed lots: 1

MAILING LIST FOR PUBLIC NOTICE

ASSESS #	DEEDED OWNER	PROPERTY ADDRESS	MAILING ADDRESS	CITY	ST	ZIP
1562--	KOUDELKA, JOSEPH JOHN-JILL	7106 LAKE HAZEL ROAD	7106 LAKE HAZEL RD	NAMPA	ID	83687-8818
1562A--	NORBRYHN, MICHAEL-SHIRLEY	7428 LAKE HAZEL RD	7428 LAKE HAZEL RD	NAMPA	ID	83687-8818
1562B--	NORBRYHN, KRIS-JUDITH A	0 & 7426 LAKE HAZEL ROAD	7426 LAKE HAZEL RD	NAMPA	ID	83687-8818
1562C--	SLOAN, RICKY A-CAROL J	7320 LAKE HAZEL ROAD	7320 LAKE HAZEL RD	NAMPA	ID	83687-8818
1561BA--	BLACK CAT DAIRY LLC	0 LAKE HAZEL ROAD	5655 S BLACK CAT RD	MERIDIAN	ID	83642-6803
1561B--	DICKINSON, BRYON W-RENEE L	7504 LAKE HAZEL ROAD	7504 LAKE HAZEL RD	NAMPA	ID	83687-8851
1561C--	MCGRATH, MICKIEL	0 S MC DERMOTT ROAD	2219 S MCDERMOTT	NAMPA	ID	83687-8843
1561G--	MOON, JACK E-SHIRLEY L	0 S MC DERMOTT ROAD	2108 N OAK HILLS DR	MERIDIAN	ID	83646-4100
1561J--	WRIGLEY, DAVIS J-RENA S	2121 S MC DERMOTT ROAD	2121 S MC DERMOTT RD	NAMPA	ID	83687-8843
1579A--	RIVERA, CRISTIAN	6202 S MCDERMOTT ROAD	842 W ARBOR POINTE WAY	NAMPA	ID	83686-2686
1579AA--	SPENCER, CHRISTOPHER	6268 W LAKE HAZEL ROAD	6268 W LAKE HAZEL RD	NAMPA	ID	83687-9033
1608--	JENKINS, JOSHUA E-MICHELLE H	6203 W LAKE HAZEL ROAD	6203 W LAKE HAZEL RD	NAMPA	ID	83687-9033
1608B--	BLACK, RANDALL A-CHANDRA F	6570 W LAKE HAZEL ROAD	6550 S MCDERMOTT RD	NAMPA	ID	83687-9097
1615--	BAILEY, DARIUS T-DONNA R	2619 MCDERMOTT ROAD	2619 S MCDERMOTT	NAMPA	ID	83687-8844
1617--	KOUDELKA LIVING TRUST	7103 LAKE HAZEL ROAD	7103 LAKE HAZEL RD	NAMPA	ID	83687-8819
1618--	DURRANT, DENNIS J-MARCI L	3023 MC DERMOTT ROAD	8352 S OLD FARM PL	MERIDIAN	ID	83642-7158
1609--	JOHNSON, LEON-LARUE FAMILY TRUST	S RIDGEWOOD ROAD	2453 E WAINWRIGHT DR	MERIDIAN	ID	83646-6149

NEIGHBORHOOD MEETING SIGN-UP

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

zoninginfo@canyoncounty.id.gov Phone: 208-454-7458 Fax: 208-454-6633



NEIGHBORHOOD MEETING SIGNUP SHEET CANYON COUNTY ZONING ORDINANCE 807-01.15

Applicants shall conduct a neighborhood meeting for any proposed comprehensive plan amendment, zoning map amendment (rezoning), subdivision, variances, conditional use, zoning ordinance map amendment, or other requests requiring a public hearing.

SITE INFORMATION

Site Address: 2619 McDERMOTT RD	Parcel Number: 28832000 0	
City: NAMPA	State: ID	ZIP Code: 83687
Notices Mailed Date: MARCH 19, 2024	Number of Acres: 41.46	Current Zoning: AGRICULTURAL
Description of the Request: Conditional Use Permit; Proposed new site of NMID District Office & Shop Facilities		

APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: GREG CURTIS		
Company Name: NAMPA & MERIDIAN IRRIGATION DISTRICT		
Current address: 5525 E GREENHURST RD		
City: NAMPA	State: ID	ZIP Code: 83686
Phone: [REDACTED]	Cell: [REDACTED]	Fax:
Email: [REDACTED]		

MEETING INFORMATION

DATE OF MEETING: 4/2/2024	MEETING LOCATION: 5525 E GREENHURST RD NAMPA, ID 83686	
MEETING START TIME: 6:00 pm	MEETING END TIME: 7:30 pm	
ATTENDEES:		
NAME (PLEASE PRINT)	SIGNATURE:	ADDRESS:
1. JOSH BENKINS	<i>[Signature]</i>	6203 W. LAKE HAZEL Rd
2. Derius Bailey	<i>[Signature]</i>	2619 S. McDermott
3. Rick Sloan	<i>[Signature]</i>	7320 Lake Hazel
4. Randall Black	<i>[Signature]</i>	6550 S. McDermott Rd
5.		
6.		
7.		
8.		
9.		

10.
11.
12.
13.
14.
15.
16.
17.
18.
19.
20.

NEIGHBORHOOD MEETING CERTIFICATION:

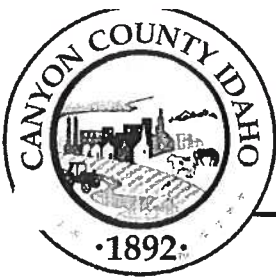
I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accordance with Canyon County Zoning Ordinance § 07-01-15.

APPLICANT/REPRESENTATIVE (Please print):

GREG CURTIS

APPLICANT/REPRESENTATIVE (Signature): 

DATE: 04/02/24
 April 2, 2024



AGENCY ACKNOWLEDGMENT

Date:

Applicant: Nampa + meridian Irrigation District Greg Curtis
Parcel Number: 28832000 0
Site Address: 2619 McDermott Rd. Nampa, ID 83687

OFFICIAL USE ONLY BELOW THIS LINE – ACKNOWLEDGMENT ACTION:

Southwest District Health:

Applicant submitted/met for official review.

Date: 02/27/2024 Signed:

Anthony Lee
Authorized Southwest District Health Representative
(This signature does not guarantee project or permit approval)

Fire District:

Applicant submitted/met for official review.

Date: 2/26/24 Signed:

District: Nampa Fire Protection District
[Signature]
Authorized Fire District Representative
(This signature does not guarantee project or permit approval)

Highway District:

Applicant submitted/met for official review.

Date: 2-22-24 Signed:

District: Nampa Hwy. Dist. #1
[Signature]
Authorized Highway District Representative
(This signature does not guarantee project or permit approval)

Irrigation District:

Applicant submitted/met for official review.

Date: 2-22-24 Signed:

District: Nampa - meridian
[Signature]
Authorized Irrigation Representative
(This signature does not guarantee project or permit approval)

Area of City Impact:

Applicant submitted/met for official review.

Date: 2/22/24 Signed:

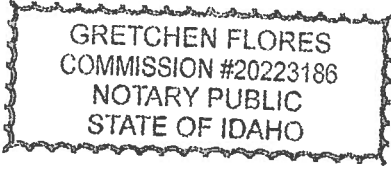
City: Nampa PDZ
[Signature]
Authorized AOCI Representative
(This signature does not guarantee project or permit approval)

Received by Canyon County Development Services:

Date: _____ Signed: _____

Canyon County Development Services Staff

S
E
A
L



Gretchen Flores
Notary Public for Idaho

Kuna
Residing at

7-5-28
My Commission Expires



Canyon County
Development Services Department
 111 North 11th Ave., Suite 310, Caldwell, ID 83605
 Phone 454-7458 Fax 454-6633
 www.canyoncounty.id.gov/dsd

Tracking Number:
PI2024-0060

Office Visit Date:
 2/14/2024

Parcel Inquiry/Research Summary

Site Address: 2619 MC DERMOTT RD
 Nampa ID 83687

Property Owner: DARIUS T BAILEY
 NAMPA ID 83687

Assessor Account #: 28832000 0

Person Inquiring:
Phone Number:

Section: 5	City Impact Area: Nampa,	
Township: 2N	Flood Zone: Zone X – Outside SFHA,	
Range: 1W	Subdivision:	
1/4 Sec: NE	Lot:	Staff Member:
Acres: 41.99	Block:	DEBRA ROOT
Zone: A		

Discussion Summary

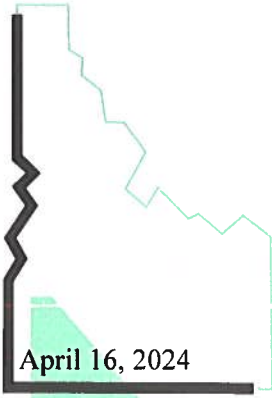
Specific Question Detail: Nampa Meridian Irrigation District looking to purchase a portion of Parcel R28832 for the purpose of moving their district facilities from its current location to this new location due to size constraints on the current property at Greenhurst and another facility at 1st street S. Nampa.

Specific Answer Detail: The parcel has a division (split) available and in order to move the district facilities to this location it would require a conditional use permit as a "Public Use" with a contractor shop component as well as could be utility facility but believe best fit is to require the CUP so that all uses can be identified and addressed in the CUP process. Met with the District in Mid July 2023 on this topic.

The property research information presented today by the Development Service Department (DSD) is based on the current ordinance and policies, in effect on the date of the summary, and based on your representations and information you have provided about the subject property. This information is valid only at the time of the inquiry and may change when the subject property, ordinances, or policies change. Then information becomes certain, and not subject to change, when DSD accepts an application and fees are paid. Changes to the subject property may invalidate this information.

Director/Staff: 

Date: February 15, 2024



ORGANIZED 1904

Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH
FAX #208-463-0092

NAMPA, IDAHO 83651-4395
nmid.org

OFFICE: Nampa 208-466-7861
SHOP: Nampa 208-466-0663

Canyon County Development Services
111 N 11th Ave. Suite 310
Caldwell, ID 83605

RE: New NMID Campus at 2619 S. McDermott Road

Dear Canyon County Development Services Department:

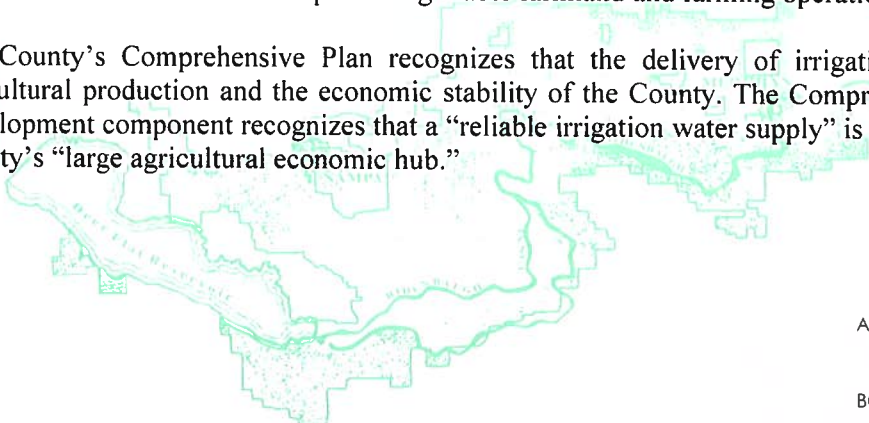
Nampa & Meridian Irrigation District (“NMID”) is in the process of acquiring 20.15 acres at 2619 S. McDermott Road to relocate our administration office (“Administration Office”, currently at 1503 1st Street South), and our water delivery and drainage systems operation and maintenance office, shop, storage buildings, and materials storage areas (“O&M Office and Shop” currently at 5525 E. Greenhurst Road). Consolidating our offices to this single campus location will greatly enhance our operational efficiencies.

The prospective NMID campus property is zoned “A” (Agricultural), and is designated as Agricultural on the 2030 Canyon County Comprehensive Plan Future Land Use Map. We believe that the administration of our district, and the management, operation and maintenance of our water delivery and drainage systems are agricultural or “agriculturally related activities” that are allowed uses in the A Zone under the Zoning and Land Use Matrix of Canyon County’s Zoning Ordinance (“Matrix”, CCZO § 07-10-27). We seek your confirmation that the proposed uses of our new campus are allowed in the A Zone.

The land where our O&M Office and Shop are located at 5525 E. Greenhurst Road is in the A Zone. Consequently, these are recognized agricultural uses. Relocating to the new campus will not alter the agricultural nature of our O&M Office and Shop.

Agricultural production and irrigation water delivery go hand-in-hand. Without irrigation water, there would be no agricultural production in Canyon County. Since its inception in 1904, NMID has delivered irrigation water and provided drainage for agricultural land throughout Canyon County and Ada County. The County’s Zoning Ordinance defines “agriculture” broadly to include farming activities that require irrigation water, and “all uses and facilities customarily accessory and incidental thereto” (CCZO § 07-02-03). The Zoning Ordinance also defines “agriculturally related activities” to include uses and activities that are utilized in agricultural production (*Id.*). The Zoning Ordinance defines “irrigation facilities” as “the means and mechanisms necessary for the supply, delivery, and drainage of irrigation water, including, but not limited to, canals, laterals, ditches, conduits, gates, wells, pumps and allied equipment” (*Id.*). The purposes of the A Zone include protecting viable farmland and farming operations (CCZO § 07-10-25).

The County’s Comprehensive Plan recognizes that the delivery of irrigation water is essential for agricultural production and the economic stability of the County. The Comprehensive Plan’s Economic Development component recognizes that a “reliable irrigation water supply” is a key factor supporting the County’s “large agricultural economic hub.”



APPROXIMATE IRRIGABLE ACRES
RIVER FLOW RIGHTS - 23,000
BOISE PROJECT RIGHTS - 40,000

The Plan's Natural Resources component recognizes that:

Water is a central element in healthy and sustainable communities. The County is rich in waterways, including lakes, rivers, creeks, ponds, sloughs, canals, drainage ways, and laterals. These waterways are vital to community livelihood; they provide freshwater, support fish and wildlife, produce power, and are an economic driver for agriculture and tourism.

The Plan's Agriculture component recognizes that: "The diversion of irrigation water allowed the region to flourish with agricultural production. In 1995, approximately eighty percent of the County was irrigated cropland or pasture."

It is for these reasons that we believe our Administration Office and O&M Office and Shop are agricultural or "agriculturally related activities" that are allowed uses in the A Zone. NMID's shop, storage buildings and materials storage areas qualify as "accessory structures" and accessory uses" that are allowed as incidental to our irrigation and drainage systems operation and maintenance activities (CCZO §§ 07-02-03, 07-10-25).

Even if our Administration Office and O&M Office and Shop are not allowed in the A Zone as agricultural uses or related activities, they should be allowed as "similar uses to allowed [agricultural] use". The Zoning Ordinance defines "similar uses" as: "A use that has characteristics generally like those of a listed or defined use." We use many of the same types of vehicles, equipment and materials in operating and maintaining or water delivery and drainage systems that are used by Canyon County agricultural operations. Major, modern agricultural producers in Canyon County also have administrative offices and staff.

Alternatively, if you determine that our management operations are not allowed uses in the A Zone, we are submitting the enclosed Conditional Use Permit ("CUP") Application to permit our new campus facility as a "public use" that is eligible for a CUP under the Zoning Ordinance Matrix. NMID is a quasi-municipal corporation, organized and operated under Title 43 of the Idaho Code for the benefit of NMID landowners. The County's Zoning Ordinance defines "political subdivision" to include irrigation districts (CCZO § 07-02-03). The County's Comprehensive Plan defines "local government" to include any political subdivision with a governing body (Comp. Plan at 98). The County's Zoning Ordinance and Comp. Plan define "public uses" to include public owned buildings owned by and operated for city, county, state or federal governments (CCZO § 07-02-03; Comp. Plan at 99). NMID's shop, storage buildings and materials storage areas qualify as "staging areas" that are eligible for a CUP under the County's Zoning Ordinance because our vehicles, equipment and materials are stored for use entirely off site in operating and maintaining NMID's canals, laterals, drains, and related irrigation works (CCZO §§ 07-02-03, 07-10-27, 07-14-29).

Thank you for your consideration and we look forward to working with you on this important project for NMID and Canyon County.



Clinton C. Pline
President of the Board of Directors
Nampa & Meridian Irrigation District



Greg G. Curtis
Water Superintendent
Nampa & Meridian Irrigation District

GGC/ eol
Cc: Office/ File



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OFFICE: Nampa 208-466-7861
SHOP: Nampa 208-466-0663

Canyon County Development Services
111 N 11th Ave. Suite 310
Caldwell, ID 83605

**RE: Conditional Use Application Letter of Intent for
New NMID Campus at 2619 S. McDermott Road**

Dear Canyon County Development Services Department:

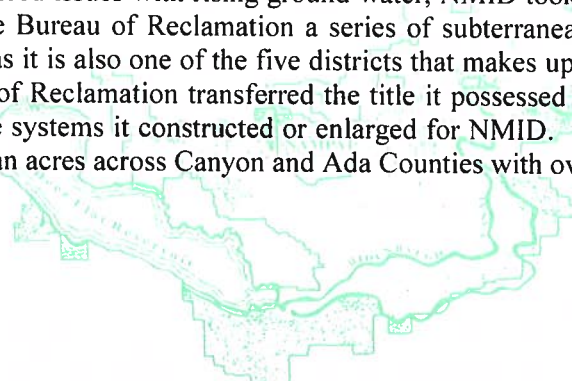
Nampa & Meridian Irrigation District (“NMID”) respectfully submits this Conditional Use Permit Application (“Application”) for a new campus facility that will be located at 2619 S. McDermott Road in Nampa (*exhibit A*) that will include NMID’s administration office, maintenance office and shop, storage buildings, materials storage areas, and parking for our vehicles, equipment, and visitors. The property is zoned “A” (Agricultural), and designated as Agricultural on the 2030 Canyon County Comprehensive Plan Future Land Use Map.

As explained below, since 1904 NMID has delivered irrigation water and provided drainage for agricultural land throughout Canyon County and Ada County. We believe that the management, operation and maintenance of our water delivery and drainage systems are agricultural or “agriculturally related activities” that are allowed uses in the “A” Zone under the Zoning and Land Use Matrix of Canyon County’s Zoning Ordinance (“Matrix”, CCZO § 07-10-27). By submitting this application, we seek your confirmation that the proposed uses of our new campus are allowed in the A Zone.

Alternatively, if you determine that our operations are not allowed uses in the A Zone, this Application is submitted to permit our new campus facility as a “public use” that is allowed through a conditional use permit under the Zoning Ordinance Matrix. NMID is a quasi-municipal corporation, and political subdivision of the State of Idaho, organized and operated under Title 43 of the Idaho Code for the benefit of NMID landowners.

NMID’s Background

NMID has played a crucial role in the economy of the Treasure Valley. NMID formed in 1904 and purchased the Ridenbaugh Canal to bring water from the Boise River near Barber Park, to the fertile lands that were located to the south and west. This allowed for the expansion of developing farmlands in Canyon and Ada Counties. A vast irrigation system was established, and soon after when portions of the district encountered issues with rising ground water, NMID took actions to form as a drainage district. With help from the Bureau of Reclamation a series of subterranean drainage channels were established. NMID is unique as it is also one of the five districts that makes up the Boise Project Board of Control. In 2000, the Bureau of Reclamation transferred the title it possessed or claimed to the portions of NMID’s canal and drainage systems it constructed or enlarged for NMID. Today NMID covers approximately 69,000 rural and urban acres across Canyon and Ada Counties with over 500 miles of waterways we manage.



APPROXIMATE IRRIGABLE ACRES
RIVER FLOW RIGHTS - 23,000
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Nature of the Request, NMID Operations, Number of Employees, Hours of Operation

NMID's Administrative Office is currently located in Nampa at 1503 1st Street South. We have owned this .32 acre property since 1910, the building was built in 1920 and is currently listed on the Historic Register (*exhibits D1 and D2*). With the growth in our district, we have had to add employees and make numerous remodels to accommodate new technology. Our office currently has 15 full time employees who work Monday through Friday 8:00 a.m. to 5:00 p.m. The district tax roll, water records, Board of Directors meetings, and other administrative functions happen at this location. On average, four to five visitors daily are encountered to pay assessments, inquire about district facilities, and meet with staff.

The Operations Maintenance Office and Shop are currently located at 5525 E. Greenhurst Road (*exhibit E*). NMID has owned this 4.10-acre site since 1910, originally to house the district water superintendent, livestock and horse drawn equipment for maintaining the canal system. Today, 35 employees work out of this site depending on the time of the year. During the off-irrigation season all 35 report to this site and are sent to different locations throughout the district to maintain the canal and drainage systems working 4 days a week Monday through Thursday from 7:00 a.m. to 5:30 p.m.. During the irrigation season 12 employees work remotely throughout the district. Our vehicles, equipment, construction supplies, and maintenance items are located on the shop grounds. The hours of operation can vary due to emergency repairs. Our only access is off Greenhurst Road and an increase in traffic makes it very difficult to enter or exit this site at certain times of the day. This site also has daily visitors but usually fewer than four per day. Like our administrative office, this location has become outdated and overcrowded, and we have been unsuccessful in obtaining addition adjacent property for a much-needed expansion.

NMID started discussions with Mr. Darius Bailey, the owner of the subject property at 2619 S. McDermott Road, for our proposed new campus in early 2023. He explained that it was his wish and ultimate goal that the property would continue to be used in support of his agricultural neighbors and was pleased with the opportunity for NMID to be able to relocate to the property for that purpose (*see letter of support exhibit F*). Since that time, the district has completed an appraisal of the property, land surveys, and evaluations of this and other possible locations. This is the only currently available location that provides optimal access for our needs, has direct access to our main canal system, provides ample room for our current needs and potential growth, as well as falling within our budget.

NMID entered a Purchase Agreement (*exhibit B*) with the Mr. Bailey to acquire 20.15 acres of the northern half of the subject property that is bare ground at the SW corner of the intersection of Lake Hazel and S. McDermott Roads. This site has two district owned and operated waterways crossing it, the Ridenbaugh Canal and Amity Drain. Two other private irrigation ditches crossing the property deliver irrigation water to the property and some neighboring properties. The owner will retain the 21.28 acres of the southern half with the existing house and outbuildings. Pending approval of this application, NMID will file paperwork for an Administrative Land Division as this parcel has a split available. The proposed new survey is attached (*exhibit C*). If we are unsuccessful with these applications, the sale of the property will not go through and the current owner will retain the entire parcel. Our proposed timeline for development after approval is to have the site ready to relocate to within five years.

Our conceptual site plan for this 20.15 acres (*exhibit G*) proposes to relocate all of NMID's office and shop management functions to one location. This site provides enough area so the Operations and Maintenance functions and Administrative Office can co-exist at this one site. This greatly enhance the efficiencies in our operations.

This site lies within NMID boundaries and provides direct access to the Ridenbaugh Canal. The Amity Drain will be piped and relocated to accommodate our development and continue to provide drainage for neighboring properties. There are no FEMA listed floodways on this site. This property is entitled to

irrigation water from our district and will be utilized for watering landscaping and dust control. A private ditch delivers irrigation water to this and neighboring properties north of Lake Hazel Road and diagonals through this site. It will be relocated as part of this project to ensure their water delivery is uninterrupted. Another private ditch runs along the north side of this property next to Lake Hazel Road and wastes to the Amity Drain and will also be piped and protected during this project. Storm water will be retained on site. The district is anticipating the need for drilling up to 2 wells one for potable use of the offices and another for supplying other district functions like filling spray rigs and possibly fire suppression.

Consistency with the Comprehensive Plan (CCZO Section 07-07-05(3))

The property is designated as Agricultural on the 2030 Canyon County Comprehensive Plan Future Land Use Map.

NMID's delivery of irrigation water and drainage are essential for the agricultural community as well as the rapidly urbanizing communities in Canyon County. NMID is committed to providing surface water for urban irrigation uses to help limit the use of our valuable groundwater resources. NMID works collaboratively on Treasure Valley water supply sustainability and water quality improvement through Water District 63, the Lower Boise Watershed Council, the Treasure Valley Water Users Association and the Idaho Water Users Association.

The Comprehensive Plan's Economic Development component recognizes that a "reliable irrigation water supply" is a key factor supporting the County's "large agricultural economic hub."

The Plan's Natural Resources Component recognizes that:

Water is a central element in healthy and sustainable communities. The County is rich in waterways, including lakes, rivers, creeks, ponds, sloughs, canals, drainage ways, and laterals. These waterways are vital to community livelihood; they provide freshwater, support fish and wildlife, produce power, and are an economic driver for agriculture and tourism.

The Plan's Agriculture component recognizes that:

The diversion of irrigation water allowed the region to flourish with agricultural production. In 1995, approximately eighty percent of the County was irrigated cropland or pasture.

Our acquisition of the property will provide the space and facilities we need to manage, operate and maintain our water delivery and drainage systems to meet the ongoing water delivery and drainage needs of Canyon County landowners and residents. As such, our proposed development and use of the property is consistent with the following policies and goals of the Comprehensive Plan:

Population Goals and Policies

- P2.01.01 Plan for anticipated population and households that the community can support with adequate services and amenities.

Economic Development Goals and Policies

- G3.01.00 Promote a healthy and sustainable regional economy by retaining, expanding, and recruiting businesses to favorable locations.
- G3.04.00 Increase agricultural-based and supportive businesses.
- P3.04.01 Build Canyon County as the premier location for agricultural-based businesses of all sizes.

- G3.05.00. Support a diverse economy in Canyon County and recognize that residential, commercial, and industrial uses are necessary components of overall economic stability.

Land Use and Community Design

- G4.01.00 Support livability and high quality of life as the community changes over time.
- P4.01.01 Maintain a balance between residential growth and agriculture that protects the rural character.
- P4.02.01 Consider site capability and characteristics when determining the appropriate locations and intensities of various land uses.
- G4.03.00 Develop land in a well-organized and orderly manner while mitigating or avoiding incompatible uses, protecting public health and safety, and creating a vibrant economy through sustainable land use planning.
- P4.03.02 Encourage the development of individual parcels and subdivisions that do not fragment existing land use patterns.
- G4.05.00 Support a diversity of agricultural uses to sustain the agricultural and agriculturally related economy.
- P4.05.03 Encourage uses on agricultural parcels to be planned and placed to limit interference with farming operations, which may include clustering of residences and other structures, placement near existing utilities and infrastructure, and placement to minimize conflicts with allowed agricultural uses on the proposed site and adjacent lands.
- G4.07.00 Protect rural qualities that make the County distinct and conserve and enhance the elements contributing to a good quality of life.
- P4.07.01 Plan land uses that are compatible with the surrounding community.
- P4.07.02 Discourage incompatible development near existing agricultural businesses that would cause the operator undue hardship through complaints, traffic, or other complications.
- G4.08.00 Maintain and enhance the aesthetic beauty of the County.
- P4.08.01 Protect and enhance the rural landscape as an essential scenic feature of the County.

Natural Resources and Hazards Goals and Policies

- G5.01.00 Protect, enhance, and steward natural resources.
- P5.01.01 Protect and enhance waterways, groundwater, wetlands, wildlife habitat, air, soils, and other natural resources.
- A5.01.03a Coordinate with water supply providers to ensure policies align for successful water management.
- A5.01.03b Work with irrigation districts and other agencies to identify opportunities to help provide education to promote water conservation.
- G5.06.00 Encourage downward-facing lighting to improve public safety.
- G5.07.00 Protect the quality and quantity of aquifers and protect and enhance the capability of groundwater recharge areas for the present and future water supply of the County.

Agriculture Goals, Policies, and Actions

- G12.01.00 Protect agricultural lands for long-term agricultural production from the encroachment of incompatible uses.
- P12.01.01 Preserve and maintain agriculturally designated lands for agricultural use.
- A12.01.01a Work with agencies and organizations that play a role in agricultural conservation.
- P12.01.04 Prioritize the protection of agriculture and farmlands in Canyon County as an essential part of the County's economy, identity, and sense of place.
- A12.01.04a Develop programs, policies, and other regulations to achieve agricultural conservation, preservation, and support agricultural activities.

- P12.01.05 Direct development to land with lower irrigatable soil classifications as determined by Canyon Soil Conservation District or by the USDA Natural Resources Conservation Service.
- G12.02.00 Support farmers and enhance local farmland.
- P12.01.04 Prioritize the protection of agriculture and farmlands in Canyon County as an essential part of the County's economy, identity, and sense of place.
- G12.02.00 Support farmers and enhance local farmland.
- P12.02.01 Encourage soil and water stewardship to ensure that agriculture remains an essential and sustainable part of Canyon County's future.
- A12.02.01a Develop programs to help conserve soil resources by coordinating with adjacent counties, cities, USDA, and Soil Conservation Districts.
- A12.02.01b Work with agencies and advisory groups to develop informational materials and educational opportunities regarding best management practices for agricultural activities.

Potential Impacts to Property in the Immediate Vicinity and Character of the Area (CCZO Section 07-07-05(4)) and Measures to Mitigate Impacts

We believe our proposal will help maintain the character of the area by continuing to supply irrigation water to the surrounding agricultural crops and pastures. Our goal is to create an esthetically pleasing frontage that will be appreciated by the neighbors.

We intend to protect the privacy of neighbors by strategically placing the equipment and materials delivery and storage at the most internal area of the property behind the buildings and future landscaping at the perimeter of the site. Materials and equipment will be located at southwest corner of property, positioning the activities of loading and unloading equipment and supplies the furthest away from the existing residences. This will help mitigate the transfer of dust and noise. Adjacent to the setback areas along both roads we are proposing berming with landscaping to also mitigate these issues and create a pleasant appearance along the roadways. The proposed four entrances, two on each roadway will allow traffic coming and going from this site to head south or north on S. McDermott or east or west on Lake Hazel to help spread out the traffic.

Employee parking and site access is intended to be kept separate from the public's entrance with a separate roadway for efficiency and safety. This draft site plan shows the potential for a large amount of parking spaces and well as landscaping or green space. The perimeter of the Operations and Maintenance site will be fenced for security reasons and lighting on the entire site will be focused to the center of the facility. Signage will be limited in size at two entry locations and will not be lit.

Our goal is to maintain good relationships with neighboring property owners, and we have already worked towards gaining support by holding a neighborhood meeting on April 2, 2024 to discuss our proposed plans. The attendees expressed concerns for increased traffic, the appearance of the site when completed, the continued drainage of surrounding properties through this site, and dust control. We had one on one conversations with them about how we intend to address these issues and that our hope is for the administrative office to be the focal point for neighbors and patrons of the district to be proud of, see attached copy of letter that was handed out at this neighborhood meeting (*exhibit H*).

Water, Sewer, Irrigation, Drainage and Stormwater Drainage Facilities, and Utility Systems

Our meeting with Southwest District Health Department indicated that we should have plenty space for the needed septic system and well; they indicated no immediate concerns in their preliminary review.

This property is within the impact area of the City of Nampa and a review of our draft proposal was held on February 22, 2024 and it was deemed acceptable for our proposed use. Three-phase power is within one half mile of this site and will be extended to provide service.

Legal Access to the Property

NMID has met with Nampa Highway District #1 and reviewed our draft site plan showing four total access points. Two are from Lake Hazel Road along the north boundary and two are from S. McDermott Road along the east boundary. The outer entrances will be used for our large equipment and delivery of materials and supplies. The inner entrances will be for employees and visitors to our offices, keeping them away from the larger truck and equipment traffic. Lake Hazel Road has “unrestricted access” while S. McDermott Road is listed as an “expressway”, and new access points are restricted. On March 14, 2024 NMID submitted an “Application to Vary Standards” to Nampa Highway District requesting a variance to allow two access points off S. McDermott Road. Approval was granted with the condition that the sale of this property goes through and NMID is the owner (*exhibit D*). All the interior roads will be private; the four proposed access locations meet all requirements for distances apart and from the intersection of these two roadways. Both roadways have a 70-foot setback restriction and this will be honored.

Potential Impacts to Existing or Future Traffic Patterns

Our Operations and Maintenance staff and equipment are already utilizing Lake Hazel and McDermott Roads daily in this area as it is close to our current property. Our office staff is limited in size, we have few visitors, and deliveries of fuel and other materials will total 3 times a week or less. Therefore when you take into account we are proposing to have access to both McDermott and Lake Hazel Roads at this new site we believe there will be minimal impacts to existing or future traffic patterns.

On February 26 2024, NMID met with the Nampa Fire Department and reviewed our draft site plan. Their response was also positive for the ability to access this site. The only comment was to allow a 60-foot setback of combustibles from the property lines.

Potential Impacts to Essential Services (Schools, Irrigation Facilities, Emergency Services)

We do not foresee any addition burdens to existing essential services in this area. None were noted as a concern during our meetings with Nampa Fire Department or Nampa Highway District #1. By the nature of our project we see no impacts to the School District.

In conclusion, Nampa & Meridian Irrigation District is determined to remain committed to providing irrigation and drainages services to our patrons just as we have for the past 120 years. The growth in our area has added new challenges but the demand for supplying surface water for irrigation and maintaining the drainage systems will be as important in the next century as it was in the last. This new site provides ample space for our operations and we intend on being good neighbors and utilizing this new site for a long time as our history has shown. We believe NMID’s mission aligns with Canyon Counties 2030 Comprehensive Plan by supporting agricultural, the wise use and conservation of our water resources, and its community. Thank you for your time, consideration and review of our Conditional Use Application.



Greg G. Curtis
Water Superintendent
Nampa & Meridian Irrigation District



Clinton C. Pline
President of the Board of Directors
Nampa & Meridian Irrigation District



EXHIBIT A

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made and entered into as of the 6th day of February, 2024 ("Effective Date"), between **NAMPA & MERIDIAN IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of Idaho, having offices at 1503 First Street South, Nampa, ID 83651 ("Buyer"), and **DARIUS T. BAILEY AND DONNA R. BAILEY**, husband and wife, whose address is 2619 S. McDermott Road, Nampa, ID 83687 ("Seller").

1) **PURCHASE AND SALE.** Seller agrees to sell and Buyer agrees to purchase all of Seller's right, title and interest in and to those certain parcels of real property located in Canyon County, Idaho, and more particularly described in Section 1(a) below (the "Land"), together with all appurtenances thereunto, including all improvements, permits, easement rights, fixtures, minerals and mineral rights, water and water rights, and the leases and Personalty, all as more particularly described below (collectively, the "Property").

a) **Land.** The Land consists of approximately 20.00 +/- acres of real property, which are agricultural in nature, all of which real property is legally described in **Exhibit A**, together with all appurtenances and improvements thereon, and depicted in **Exhibit A-1**.

b) **Personalty.** The personal property listed on **Exhibit B**, has been identified by Seller, all of which is located on the Land and is not subject to claims, liens, and/or encumbrances of any kind and nature. Furthermore, any and all Personalty located upon the Land at the time of Closing shall be transferred from the Seller to the Buyer Pursuant to the Terms and Conditions contained herein.

Any and all Personal Property and/or Personalty subject to this Agreement, shall be conveyed AS-IS, without warranty, in the condition existing at the time of Closing. Notwithstanding the foregoing, Seller jointly and severally represent and warrant that the Personal Property subject to this Agreement is free from all liens, claims and encumbrances, of any kind and nature, and that Seller will defend the same. To the extent that the same is encumbered, Seller shall clear all encumbrances at or prior to the time of Closing.

c) **Water Rights.** All water and water rights and other entitlements to water appurtenant to or beneficially used upon the Land including, but not limited to, those described on **Exhibit C**, and all others represented by any decree, license, permit, claim, permit application or storage entitlement, and all other ditch and canal company, water association, irrigation district, or other water delivery entity shares and entitlements to receive water from any such company, association, district, or other entity, and all ditch rights, easements, and rights of way associated with any irrigation or other water well, pump, delivery ditch, canal, lateral, pipeline, or facilities used to divert, convey or deliver any water, water rights, or entitlements appurtenant to or beneficially used upon the Land (collectively, "Water Rights").

EXHIBIT B

- d) **Mineral, Oil, Gas and Geothermal Rights.** All minerals and mineral rights, oil and gas rights, and geothermal rights, appurtenant to or pertaining to the Land.
- e) **Leases.** All permits, land, improvement and other leases pertaining to the Land, shall be disclosed to Buyer.

2) **PURCHASE PRICE.**

- a) **Purchase Price.** The purchase price shall be _____ 00/100ths Dollars (_____) (the "Purchase Price").
- b) **Earnest Money.** Buyer shall make an earnest money deposit in the amount of _____ (_____) ("Earnest Money") with Katee Dodge at Title One ("Escrow Agent") ten (10) days after the Effective Date. On the Closing Date, the Earnest Money shall be applied as part of payment of the Purchase Price.

3) **BUYER'S DUE DILIGENCE.**

- a) **Due Diligence Period.** Buyer shall be afforded a 180-day due diligence period, dated from the Effective Date, during which time Buyer may conduct its own due diligence and investigation/inspection on the Property ("Due Diligence Period") and such Due Diligence shall include the following conditions:
 - i) During the Due Diligence Period, Buyer and its agents, consultants and contractors shall have access to the Property, subject to any notice requirements to any Lessee contained within the Leases, and may conduct such studies, appraisals, inspections, surveys or evaluations of the Property as Buyer deems necessary or appropriate. Buyer shall indemnify and hold Seller and/or Lessee harmless from and against any and all claims, damages, liability, causes of action, judgments and expenses (including reasonable attorneys' fees and costs) arising from Buyer's inspection of the Property. Buyer shall repair any and all damage to the Property arising out of Buyer's inspection and shall restore the Property to as good a condition as existed on the date immediately preceding the date of such damage. The obligations set forth in this section shall survive the Closing or the termination of this Agreement. Buyer shall have no obligation to indemnify Seller from any claim, damage, liability, cause of action, judgment or expense, including mechanic's liens, caused by Seller's negligence or willful misconduct or any physical condition existing on the Property prior to Buyer's inspection of the Property.
 - ii) Seller shall provide Buyer with a copy of currently existing surveys, current and past appraisals, current tax assessments, current vesting deed, currently existing environmental audits (if any), current and past environmental site assessments, water right documents (if any), current and past leases, permits and any contracts associated with the Property, if reasonably available and in Seller's possession. The same shall be provided within thirty (30) days of the Effective Date.

- iii) Seller to provide Buyer, within two (2) days of request, an Affidavit of Legal Interest, or similar instrument, to assist in Due Diligence and as necessary for Buyer to apply for and obtain any preliminary or conditional use approvals necessary to split the Property and related to Buyer's anticipated use of the Property.
 - iv) During the Due Diligence Period Buyer may, at Buyer's expense, make application for use, design and review approvals related to Buyer's anticipated use of the Real Property (Irrigation District Offices and Shop) with the County, highway district or other governmental entity. Seller to reasonably cooperate in same and grant permissions needed to pursue the foregoing.
 - v) Buyer may conduct inspections, surveys, appraisals and environmental assessments of the Property at Buyer's sole expense. Results of the same shall be provided to Seller.
 - vi) Seller to provide Buyer with a preliminary title commitment as provided in Section 5 below.
- b) **Approval/Disapproval upon Completion of Due Diligence.** On or before expiration of the Due Diligence Period, Buyer shall deliver a written notice to Seller stating either (i) that Buyer accepts the condition of the Property and elects to proceed to closing ("Approval Notice"), or (ii) that Buyer has determined that the Property is unacceptable and that Buyer elects to terminate this Agreement ("Disapproval Notice"). In the event Buyer does not submit an Approval Notice or a Disapproval Notice to the Seller by the expiration of the Due Diligence Period, the Buyer shall have elected to accept the condition of the Property and elected to proceed to closing. Upon Buyer's delivery of an Approval Notice or the failure of Buyer to deliver an Approval Notice or a Disapproval Notice to the Seller by the expiration of the Due Diligence Period, Buyer and Seller shall proceed to Closing as set forth in Section 6 below. Upon Buyer's delivery of a Disapproval Notice this Agreement shall be terminated and neither party shall have any obligations to the other, except for those obligations that expressly survive the termination of this Agreement. Furthermore, any and all Earnest Money provided by Buyer shall be immediately returned to Buyer.
- 4) **CONDITION OF PROPERTY.** Subject to Section 1b) above, Seller jointly and severally represents and warrants to Buyer as to those matters set forth on **Exhibit D**, attached hereto, which representations and warranties shall be deemed to be made by Seller as of the Effective Date and at the Closing Date, and which shall be a condition of Buyer's obligation to close. Except for such representations and warranties, and those set forth in the conveyance instruments identified in herein, Seller makes no other representations or warranties concerning the Property.
- 5) **TITLE INSURANCE.** As soon as practicable, but in any event not later than thirty (30) business days after the Effective Date, Seller shall provide Buyer with an ALTA

commitment for title insurance issued by Closing Agent, or its designee, in the amount of the Purchase Price (the "Title Commitment"). Buyer shall notify Seller of its approval or disapproval of any exception shown in the Title Commitment within thirty (30) days of being provided the same by written notice (the "Title Notice"). Any exception shown on the Title Commitment which is not disapproved in writing within said thirty (30) days shall be deemed approved by Buyer and shall be a "Permitted Exception"; provided, however, any financial encumbrance shall be deemed to be disapproved unless otherwise specifically indicated by Buyer in writing. Seller shall, within thirty (30) business days after the receipt of such Title Notice, remove the disapproved exceptions or give reasonable written assurances to Buyer that such disapproved exception(s) will be removed on or before closing. If Seller fails or refuses to remove such exceptions or to provide assurances to Buyer within such 30-day period, then Buyer may, at its option, terminate this Agreement by giving notice of such termination to Seller. All obligations of Seller and Buyer under this Agreement shall terminate, except those obligations that expressly survive the termination of this Agreement. Buyer shall not be required to close if any exception disapproved by Buyer as herein provided cannot be removed by closing; provided, however, that Buyer may elect to close in spite of any disapproved exceptions and close on the remaining terms, but such closing shall not be a waiver of Seller's obligation to provide title as approved by the Buyer. Notwithstanding the foregoing, Seller shall remove any defect or encumbrance attaching by, through or under Seller after the date of this Agreement. Exceptions to be discharged by Seller may be paid out of the Purchase Price at closing.

6) CLOSING AND RELATED MATTERS.

- a) **Closing Date.** The closing shall take place within sixty (60) days following the completion of the Due Diligence Period or within two hundred forty (240) days of the Effective Date, (the "Closing Date"), *provided that* the Buyer may advance the Closing Date to an earlier date at Buyer's discretion. Buyer shall be entitled to exclusive possession of the Property on the Closing Date.
- b) **Closing.** The closing shall take place at TitleOne Corporation, 2929 W. Navigator Drive, Meridian, ID 83642, Attention: Katee Dodge (208) 609-4740, dodgeteam@titleonecorp.com ("Closing Agent"), or at such other place as mutually agreeable between Seller Parties and Buyer. At least three (3) business days before the Closing Date, Buyer and Seller Parties shall deposit with Closing Agent all instruments and documents as necessary to complete the transaction in accordance with this Agreement. On or before the Closing Date, Buyer shall deposit with the Closing Agent all monies, (payable in cash, by wire funds or official bank check, and the prorations described below), as necessary to complete the transaction in accordance with this Agreement.
- c) **Closing Costs and Expenses.** Seller shall pay for the Title Policy (defined below). Buyer shall pay for any title insurance desired by Buyer in addition to the Title Policy, and for the cost of any tests or inspections of the Property desired by Buyer, including, but not limited to, soils tests, water right evaluation, well water productivity test, level 1 environmental study, and flood certification related to

Buyer's Due Diligence. Buyer shall also pay for the survey of the Land and legal description which is attached hereto. The income and expenses with respect to the Property, including, but not limited to, Leases, if any, taxes, assessments and utility charges, shall be prorated as of the Closing Date. All other closing costs shall be shared equally between Buyer and Seller. All other expenses not specifically referenced in this Agreement and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the party incurring the same without reimbursement, including, but not limited to, Buyer's costs and expenses incurred in completing the Due Diligence referenced above.

d) Closing Condition(s).

- i) ***Pre-Closing Conditions.*** The satisfactory completion by the Buyer of the Buyer's Due Diligence investigation as provided herein.
- ii) County approval of conditional use permit, or rezone, for Buyer's intended use of the Property (which is intended for Irrigation District Offices and Shop), including County approval of any Road Access Points for Buyer's intended use of the Property.
- iii) County approval of the split division of the Property into two 20 +/- acre parcels.
- iv) Prior to closing, Seller shall maintain the Property consistent with its historical practices and uses.
- v) The execution and delivery of such ancillary agreements, documents, and instruments as are necessary in order to effectuate the transaction contemplated herein.

In the event that, one or more Closing Condition(s) are not satisfied at the time of Closing, Buyer may terminate this present Agreement and have the Earnest Money described above returned.

e) Conveyance and Other Instruments. At Closing, the parties shall execute and deliver the following:

- i) ***Warranty Deed,*** conveying good and marketable title to the Property to Buyer free and clear of all liens, claims and encumbrances; and
- ii) ***Bill of Sale,*** conveying good and marketable title to any Personal Property listed in Exhibit B to Buyer free and clear of all liens, claims and encumbrances of every kind and nature; and
- iii) Any and all other documents or instruments reasonably requested by Buyer or Seller or Closing Agent to complete the transactions contemplated by this Agreement, including but not limited to, any assignments or other document(s) required in connection with the transfer of the Personal

Property, Water Rights, or other entitlements related to the use of the Property.

- f) **Title Insurance.** As soon as it is available after closing, Seller shall provide Buyer with an ALTA coverage title insurance policy pursuant to the Title Commitment, dated as of the Closing Date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of any defect in Buyer's title to the Property subject only to the printed exclusions and general exceptions shown on the Title Commitment or appearing in the policy form, and the Permitted Exceptions ("Title Policy").
 - g) **Risk of Loss, Condemnation.** Risk of loss of or damage to the Property shall be borne by Seller until the Closing Date. If the Property is or becomes the subject of any condemnation proceeding prior to closing, then Buyer may, at its option, terminate this Agreement by giving notice of such termination to Seller on or before the Closing Date. Upon such termination this Agreement shall be of no further force or effect and Closing Agent provided, however, that Buyer, in its sole discretion, may elect to purchase the Property, in which case the Purchase Price shall be reduced by the amount of any condemnation award received by Seller at or prior to closing. At closing, Seller shall assign to Buyer all of Seller's right, title and interest in and to any future condemnation awards or other proceeds payable or to become payable by reason of any taking. Seller agrees to notify Buyer in writing of any threatened or pending condemnation proceeding immediately upon Seller having knowledge thereof.
- 7) **BROKERAGE.** Both Seller Parties and Buyer represent and warrant that they have not used a broker or agent in this transaction. Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all liabilities, demands, claims, actions or causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) sustained or incurred by Seller resulting from any brokerage commissions asserted as a result of the dealings of the Buyer in connection with this Agreement or the sale of the Property. Seller agrees to indemnify, defend and hold Buyer harmless from and against any and all liabilities, demands, claims, actions or causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) sustained or incurred by Buyer resulting from any brokerage commissions asserted as a result of the dealings of the Seller in connection with this Agreement or the sale of the Property.
- 8) **NOTICES.** Any notice under this Agreement shall be in writing and be delivered in person, by electronic mail, by public or independent private courier service (so long as such service provides written confirmation of delivery), or certified mail, return-receipt requested. All notices shall be addressed to the parties at the addresses contained herein or at such other addresses as the parties may from time to time direct in writing. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) three days after mailing by registered or certified mail or (c) the day electronic mail delivery is verified as completed by the transmitting system.

If to Buyer: Nampa & Meridian Irrigation District
Attn: Michael Comeskey
1503 First Street South
Nampa, ID 83651

With a copy to: Sawtooth Law Offices, PLLC
S. Bryce Farris
1101 W. River Street, Suite 110
Boise, ID 83702
[REDACTED]

If to Seller: Darius T. and Donna R. Bailey
2619 S. McDermott Road
Nampa, ID 83687

With a copy to: _____

Email: _____

- 9) **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement via electronic mail shall be as effective as delivery of an original signed copy.
- 10) **BINDING EFFECT; ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Buyer may assign this Agreement prior to closing upon written notice of such assignment to Seller.
- 11) **INTEGRATION; AMENDMENT.** This Agreement contains the entire agreement between the parties relating to the Property, and supersedes any prior agreement, arrangement or understanding between the parties, whether oral, written, electronic or otherwise. This Agreement may only be amended, modified, or changed by a traditional written document properly executed by Buyer and Seller. Such amendment may be transmitted by e-mail or other method permitted by the provisions for giving notice in this Agreement.
- 12) **REMEDIES.** If either Buyer or Seller defaults in the performance of this Agreement, the non-defaulting party may seek any right or remedy provided at law or equity, including specific performance of this Agreement, damages or rescission. In any suit, action or appeal therefrom to enforce or to interpret this Agreement, the prevailing party shall be entitled to recover all of its costs incurred therein, whether of right or discretionary, including reasonable attorneys' fees, and including such costs and reasonable attorneys' fees on appeal or incident to collection or enforcement of a judgment.

- 13) **WAIVER.** Waiver of performance of any provision of this Agreement shall not be a waiver of, nor prejudice, the party's rights otherwise to require performance of the same provision or any other provision.
- 14) **TIME OF THE ESSENCE; BUSINESS DAYS AND HOURS.** Time is of the essence in this Agreement. A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the Property is located. A business day shall not include any Saturday or Sunday nor shall a business day include any legal holiday recognized by the State of Idaho as set forth in Idaho Code § 73-108. The time in which any act required under this Agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday or a weekend then the time for performance shall be the next subsequent business day.
- 15) **SELLER COOPERATION; CONTINUED OPERATIONS.** Seller shall cooperate in connection with Buyer's efforts to obtain inspections, reports, permits, consents and approvals as Buyer deems necessary or appropriate in connection with the Property. From the Effective Date through the Closing Date, Seller shall continue to operate, keep and maintain the Property in the ordinary course of business and at a level consistent with prior practices.
- 16) **AUTHORITY.** Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and to deliver this Agreement on behalf of the party such individual represents and that this Agreement is binding upon said party in accordance with its terms.
- 17) **PARTIES IN POSSESSION; LIENS.** Seller jointly and severally represents and warrants to Buyer, as of the date of this Agreement and as of the Closing Date, that the Property is not subject to any leases, tenancies or rights of persons in possession except as have been disclosed to Buyer in writing. Prior to closing, Seller shall execute and deliver to Closing Agent or Buyer an executed No-Lien Affidavit, in a form reasonably acceptable to Buyer, confirming the nonexistence of any liens or rights to any liens on the Property.
- 18) **CONSTRUCTION.** Both the Seller and the Buyer have been, or have had the opportunity to be, represented by legal counsel in the course of the negotiations for the preparation of this Agreement. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its plain meaning, and not strictly for or against either party regardless of which party caused the preparation of this Agreement.
- 19) **CONFIDENTIALITY AND NO-SHOP.** From the Effective Date until the Closing Date or earlier termination of this Agreement, Buyer and Seller shall maintain strict confidentiality regarding the existence of the parties' negotiations, this Agreement, the proposed transaction and all other matters related thereto. Notwithstanding the foregoing, each party shall be entitled to disclose to its legal and financial advisors such information to the extent necessary for the advisors to provide advice to such party and if each such advisor acknowledges, in writing, that it is bound by this provision. In addition, Seller agrees that, during the period noted above, it will not list or advertise the Property for sale

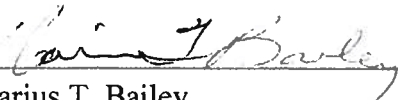
or lease, or accept any offer or contract, or engage in any negotiation or discussion regarding the sale, lease, hypothecation, or any other transaction relating to the Property (or any merger or sale of equity which would involve a change of control of Seller) and will immediately disclose any unsolicited offers or inquiries to Buyer.


20) CHOICE OF LAW. This Agreement and any issues or disputes arising out of, relating to, or in any manner in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Idaho, without giving effect to its conflict of laws principles. In the event of any dispute arising out of this Agreement or any action to enforce the terms hereof, the parties expressly submit to jurisdiction and agree to venue in the Third Judicial District of the State of Idaho, in and for the County of Canyon, and irrevocably and unconditionally waive any right to argue that any such court constitutes an inconvenient forum. Further, the parties expressly consent to accept service of any pleading or motion related to enforcing this Agreement by the prosecuting/moving party by mailing, hand delivering, or overnight expressing a copy to the other party and the other party's attorneys, if any. **THE PARTIES HEREBY WAIVE TRIAL BY JURY.**

The parties have executed this Agreement effective the day and year first above written.

SELLER PARTIES:


DARIUS T. BAILEY AND DONNA R. BAILEY

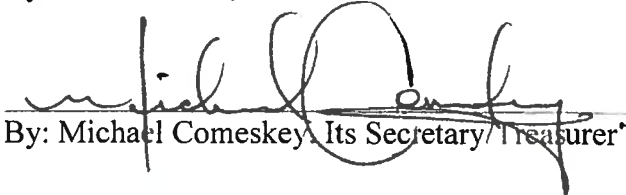

By: Darius T. Bailey


By: Donna R. Bailey

BUYER:

NAMPA & MERIDIAN IRRIGATION DISTRICT


By: Clinton Pline, Its President


By: Michael Comeskey, Its Secretary/Treasurer

EXHIBITS:

- Exhibit A – Legal Description of the Land
- Exhibit A-1 – Depiction/Map of Property and Split
- Exhibit B – Description of Included Personal Property
- Exhibit C – Water Rights
- Exhibit C-1 – Agreement with Durrant
- Exhibit D – Seller Representations and Warranties

ACKNOWLEDGMENT AND AGREEMENT:

TitleOne Corporation hereby acknowledges receipt of a fully-executed copy of this Agreement and agrees to be bound by the terms thereof.

TITLEONE CORPORATION

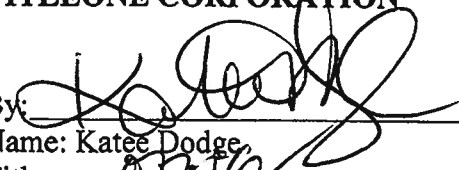
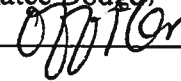
By: 
Name: Katee Dodge
Title: 

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

A parcel of land located in the Government Lot 1 of Section 5. Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, said parcel being the north half of Government Lot 1 (as shown on Record of Survey Instrument Number 2017-008580 Records of Canyon County) and more particularly described to wit:

Beginning at the found Aluminum monument marking the North East corner of Section 5 and the Real Point of Beginning;

Thence along the North line of Section 5, North 89°29'21" West a distance of 1354.34 feet to the East 1/16 corner as shown on said Record of Survey:

Thence along the said East boundary of said Government Lot 1, South 0°50'07" East a distance of 650.00 feet;

Thence South 89°29'00" East a distance of 1346.76 feet to the East line of Section 5:

Thence along said East Line, North 00°10'01" West a distance of 650.00 feet and back to the point of beginning.

Said parcel contains some 20.15 acres more or less.



EXHIBIT A-1

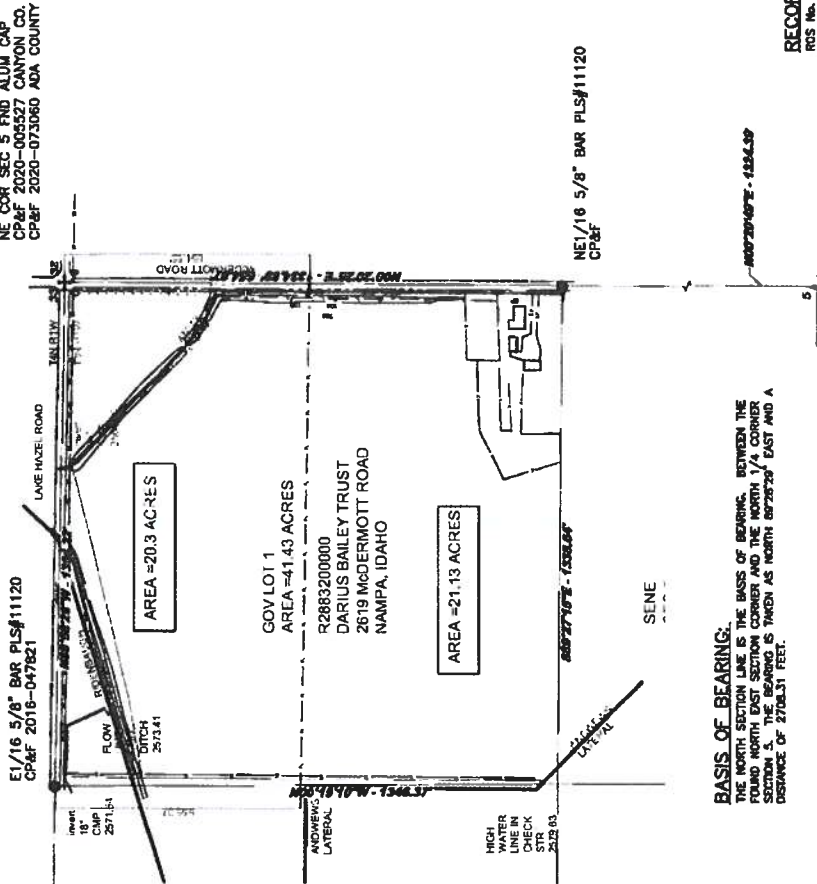
RECORD OF SURVEY No.

LOT SPLIT
 RECORD OF SURVEY FOR
 NAMPA MERIDIAN IRRIGATION DISTRICT
 A GOVERNMENT LOT 1
 SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN,
 CANYON COUNTY, IDAHO
 2023



N 1/4 ALUM CAP
 CP&F 2016-047822

NE COR SEC 5 FND ALUM CAP
 CP&F 2020-005327 CANYON CO.
 CP&F 2020-073060 ADA COUNTY



- LEGEND**
- 17, 18
20, 21
27, 1, 10
 - FOUND SECTION CORNER
 - FOUND 1/4 SECTION CORNER
 - FOUND 1/2" REBAR AS NOTED
 - FOUND 5/8" REBAR AS NOTED
 - SET 1/2" REBAR W/ CAP S&S PE/ALS 4725
 - SET 5/8" REBAR W/ CAP S&S PE/ALS 4725
 - ▲ CALC POINT
 - P.O.B.
 - BOUNDARY LINE
 - - - FENCE LINE
 - - - SECTION LINE
 - - - TOP OF CANAL BANK
 - - - EDGE OF PARCEMENT
 - - - CONCRETE FND
 - 1/16 COR SET 5/8" REBAR
W/ CAP S&S PLS 4720

RECORD DATA

RIS No. 2019-00226
 RIS No. 2019-00227
 RIS No. 3127 ADA COUNTY
 RIS No. 2020-038741
 RIS No. 2020-063568
 TWIN BRIDGES SUBMISSION INST. NO. 67904

WEST COR SEC 5 FND ALUM CAP
 CP&F 2019-062525 CANYON CO.
 CP&F 2019-127320 ADA COUNTY

BASIS OF BEARING:
 THE NORTH SECTION LINE IS THE BASIS OF BEARING. BETWEEN THE
 FOUND NORTH EAST SECTION CORNER AND THE NORTH 1/4 CORNER
 SECTION 5, THE BEARING IS TAKEN AS NORTH 89°25'29" EAST AND A
 DISTANCE OF 2708.31 FEET.

NARRATIVE:
 THIS SURVEY WAS MADE AT THE REQUEST OF NAMPA MERIDIAN IRRIGATION
 DISTRICT TO DETERMINE THE BOUNDARY OF GOVERNMENT LOT 1 AND TO
 SPLIT THE EXISTING PARCEL INTO TWO LOTS. ALL CONTROLLING CORNERS
 WERE LOCATED OR ESTABLISHED TO DETERMINE SAID BOUNDARY.



Under No. 314-06-1-1

PREPARED BY:
 SHARP & SUTCH, INC.
 ENGINEERS & SURVEYORS
 807 E. 27th St., Boise, ID 83706
 DATE: NOVEMBER 06, 2023 JOB NO. 2023-006

EXHIBIT B

DESCRIPTION OF INCLUDED PERSONAL PROPERTY

All personal property located on the Land as of the Effective Date. Furthermore, Seller specifically identifies the following Personal Property which is subject to this Agreement:

None or N/A

EXHIBIT C

WATER RIGHTS

All water and water rights, and other entitlements to water, appurtenant to or beneficially used upon the Land, as identified in the records of the Idaho Department of Water Resources and all entitlements and benefits and or the like in the Nampa & Meridian Irrigation District.

Seller and Buyer agree that delivery of irrigation water to the Land will be via Andrews Tap 7314, a portion of the delivery/lateral goes across the property currently owned by Durrant and there is a currently an agreement concerning the pipe for said lateral with Durrant, which is attached hereto as Exhibit C-1, and which provides a one-year warranty from Durrant which is set to expire on February 3, 2023. Seller and Buyer agree Buyer will share in the future maintenance of the pipe across the Durrant property, to the extent necessary, in proportion to Buyer's portion of the water delivered from the Andrews Tap 7314.

EXHIBIT C-1

Agreement

This agreement is for the relocation of Andrews Tap 7314 and associated delivery channel to Bailey property which will allow for a center pivot irrigation system on Durrant's property.

The new location of the delivery (tap) for this water system will be at the approximate location shown on the attached map.

A portion of area the existing dirt ditch that is located in across the Durrant property to the Bailey property will be vacated.

Durrant agrees to provide a new 12 inch buried pipe line from the new head gate off of the Andrews Lateral to Bailey's property as shown on map.

Durrant will provide access to the new head gate from the drive access off of McDermott Road.

The general annual maintenance of the pipeline will be performed by Bailey and/or users of this system and will be coordinated with Durrant.

Durrant will provide a 1 year warranty on the pipe line after installation and will further be responsible for any future damage due to farming activities over the pipeline.

The general locations of the center pivot wheel crossings over the pipe line to Bailey's property are shown on the attached map.

Dennis Bailey

2-3-23

Date

Dennis Durrant

03 February 2023

Dennis Durrant

Date

Jill Koudelka

2/3/2023

Jill Koudelka (Water User Andrews Tap 7314)

Date

Exhibit E, page 1

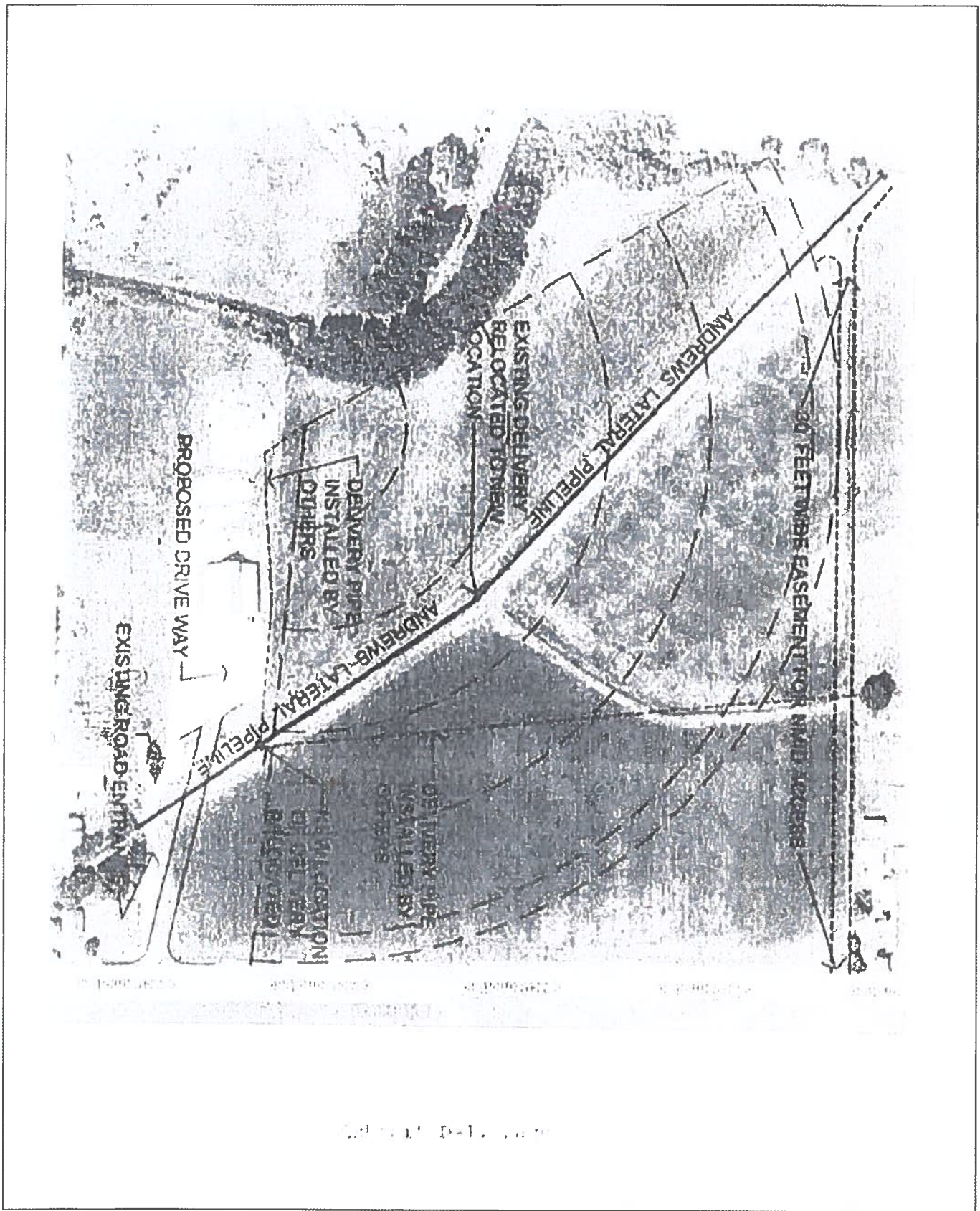


EXHIBIT D

SELLER PARTIES REPRESENTATIONS AND WARRANTIES

Seller jointly and severally represents and warrant to Buyer as of the Effective Date of this Agreement, and upon the Closing Date shall be deemed to represent and warrant to Buyer, as follows:

1. Seller has good and marketable title to the Property. There are no exceptions to or defects in title, except as set forth on the Title Commitment, and to Seller Parties' knowledge there is not any defect, exception, encroachment or any fact, matter or circumstances which, with notice or the passage of time, may constitute or result in any such defect, exception or encroachment on or to the Property. Seller has and will be capable of conveying access to the Property consistent with Seller's present and past use of the Property and otherwise adequate for use of the Property for which it has been used by the Seller.

2. Seller, and the person(s) signing on behalf of Seller, if applicable, have all requisite right, power and authority to execute this Agreement. Seller have, or prior to the closing shall have, all requisite right, power and authority to perform its obligations hereunder.

3. The execution, delivery and performance by Seller of this Agreement and such other instruments and documents to be executed and delivered in connection herewith by Seller do not, and will not, result in any violation of, or conflict with any agreement or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument or agreement to which Seller Parties are a party or by which the Property is bound, or any judgment, writ, decree, order, injunction, rule or governmental regulation to which Seller or the Property are subject.

4. To Seller's knowledge there are no existing, pending, anticipated or threatened litigation, condemnation, zoning, land use or similar proceedings against Seller or involving the Property, or any other claim, action, suit or other proceeding threatened or pending which would adversely affect Buyer's right, title or interest in and to, or enjoyment or use of the Property, or which will or could adversely affect Seller's ability to consummate the transactions contemplated by this Agreement.

5. No Seller is currently in bankruptcy or has ever filed, or had filed against it, any petition seeking protection under federal bankruptcy laws or had any judgment entered against it seeking payment of a debt or made any assignment to or for the benefit of creditors. No Seller is insolvent.

6. Except as disclosed in **Exhibit D-1**, attached hereto, there are no outstanding and enforceable leases, tenancies, options, rights of first refusal, licenses, or operating or other agreements applicable to or affecting the Property to which Seller are a party or as to which Seller has knowledge. Except as disclosed in Exhibit D-1, attached hereto, no third party has any right to utilize or possess the Property. Other than this Agreement, there are no contracts or agreements relating to the sale, exchange or transfer of the Property or any part thereof or interest therein.

7. To Seller's knowledge, during all times that the Property was owned or occupied by Seller, no hazardous substances or wastes have been used, located or deposited upon the Property. To Seller's knowledge, prior to Seller's acquisition of the Property, no hazardous substances or wastes have ever been used, located or deposited upon the Property. Seller has not conducted, and to Seller's knowledge no others have conducted, any activity on the Property which could have toxic, unlawful or detrimental results to the Property or the use or enjoyment thereof. Seller has not received any notice of any proceeding or any inquiry by any governmental agency with respect to hazardous substances or wastes on the Property. Seller has received no notice of, and has no reason to believe, that any matter or circumstance has occurred which, with notice or the passage of time would constitute or result in, any violations of any local, state or federal statutes or laws governing the generation, treatment, storage, disposal, or clean-up of hazardous substances or wastes, as the same may have been amended from time to time. As used herein "hazardous substances or wastes" shall mean any hazardous substance, waste or pollutants, contaminants or hazardous waste as presently defined by the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1990 and any amendments thereto, the Resource Conservation and Recovery Act and any amendments thereto or any similar state, local or federal law, rule or regulation, including, without limitation, asbestos or asbestos containing materials, PCBs, petroleum and petroleum products and urea-formaldehyde.

8. To Seller's knowledge, Seller's ownership, use, occupation, operation and maintenance of the Property is not currently and has never been in violation of any applicable orders, laws, ordinances or regulations of any local, county, state or federal governmental entity or agency. Seller has not received any notice, written or oral, that any such violation exists, has ever existed or, with notice or the passage of time, may exist in the future.

9. To Seller's knowledge, Seller has and has always had and maintained all permits, licenses, certificates and authorizations required by applicable orders, laws, ordinances and regulations relating to the ownership, use, occupation, operation and maintenance of the Property.

10. Except as disclosed in the Title Commitment, there are no liens of any type, including without limitation mortgages, deeds of trust, judgment, encumbrance, labor, mechanic or materialman (collectively, "Liens"), currently attached to the Property and Seller has no knowledge of any fact, matter or circumstance which, with notice or the passage of time, could result in any such Lien. No labor or material has been provided on or in connection with the Property during the last ninety (90) days which has not been paid for and which could form the basis of a mechanic's or materialman's Lien.

11. All taxes accruing against or assessed upon the Property by any local, county, state or federal taxing authority or government have been timely paid in accordance with applicable laws and regulations; the Property is not and during Seller's ownership has not ever been encumbered by any Lien arising from or in connection with the payment of taxes; Seller has not received any notice, oral or written, from any taxing authority threatening a Lien on the Property.

12. Seller has good and marketable title to all the Personal Property. To Seller's knowledge, there are no Liens or security interests in, on or attached to the Personal

Property, and Seller has no knowledge of any fact, matter or circumstance which could result in any such Lien or security interest.

13. To Seller's knowledge, Seller has provided to Buyer true, accurate and complete copies of all documents and records reasonably requested by Buyer incident to this Agreement and Buyer's Due Diligence. To the extent the Due Diligence Materials were not prepared by Seller, Seller is making no warranty as to the accuracy or quality of work included therein, but Seller has no knowledge of any inaccuracy or misstatement of fact therein.

14. As used in this Exhibit D, the term "to Seller's knowledge" shall mean: (a) the current and actual knowledge and belief of Seller, including that of all other members of Seller, if any, (b) items set forth and described in the Title Commitment; (c) items set forth and described in the Due Diligence Materials; and (d) items set forth and described at Exhibit D-1, attached hereto.

15. Except for the express representations and warranties set forth above, and set forth in the documents of conveyance, Seller makes no warranty or representation, express or implied or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability or fitness for a particular purpose, with respect to the Property.

EXHIBIT D-1

SELLER PARTIES' DISCLOSURES

Seller makes the following express disclosures with respect to Seller's ownership, use, occupation, operation and maintenance of the Property:

rental parties for 2020-21

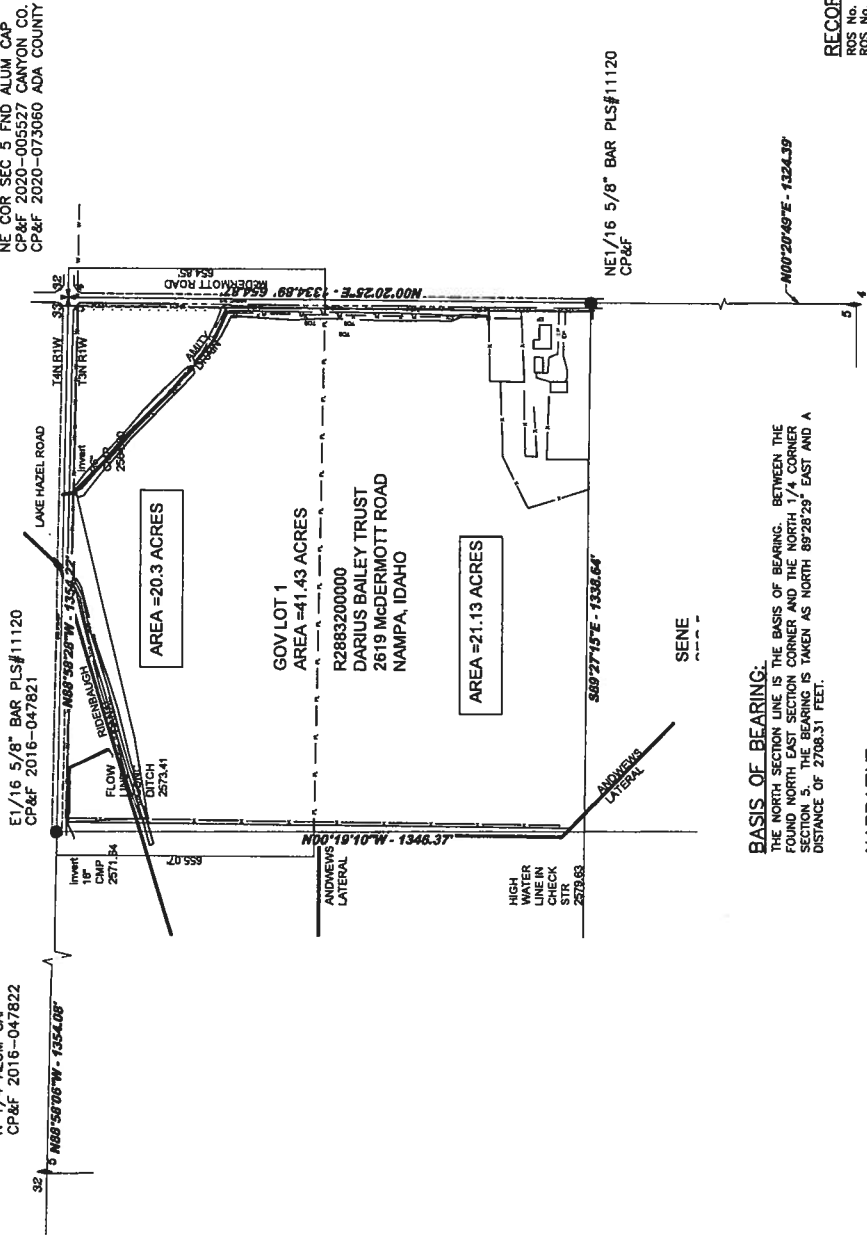
RECORD OF SURVEY No.

LOT SPLIT
RECORD OF SURVEY FOR
NAMPA MERIDIAN IRRIGATION DISTRICT
 A GOVERNMENT LOT 1
 SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN,
 CANYON COUNTY, IDAHO
 2023



N 1/4 ALUM CAP
 CP&F 2016-047822

NE COR SEC 5 FND ALUM CAP
 CP&F 2020-005527 CANYON CO.
 CP&F 2020-073060 ADA COUNTY



- LEGEND**
- 17, 16
 - 25, 21
 - 17, 16
 - FOUND SECTION CORNER
 - FOUND 1/4 SECTION CORNER
 - FOUND 1/2" REBAR AS NOTED
 - FOUND 5/8" REBAR AS NOTED
 - SET 1/2" REBAR W/ CAP S&S PE/LS 4725
 - SET 5/8" REBAR W/ CAP S&S PE/LS 4725
 - ▲ CALC POINT
 - P.O.B.
 - POINT OF BEGINNING
 - BOUNDARY LINE
 - FENCE LINE
 - SECTION LINE
 - TOP OF CANAL BANK
 - EDGE OF PAVEMENT
 - CONCRETE PAD
 - 1/16 COR SET 5/8" REBAR
 - W/ CAP S&S PLS 4725



11/05/2023

Index No. 314-05-1-1

PREPARED BY:
SHARP & SMITH, INC.
 ENGINEERS & SURVEYORS
 327 N. 27TH ST., BOISE, ID 83702
 DATE: NOVEMBER 06, 2023 JOB NO. 2023-0582

RECORD DATA
 ROS No. 2019-002325
 ROS No. 2019-002326
 ROS No. 3127 ADA COUNTY
 ROS No. 2009-038741
 ROS No. 2003-005358
 TWIN BRIDGES SUBDIVISION INST. NO. 67994

WEST COR SEC 5 FND ALUM CAP
 CP&F 2019-062525 CANYON CO.
 CP&F 2019-127320 ADA COUNTY

BASIS OF BEARING.
 THE NORTH SECTION LINE IS THE BASIS OF BEARING. BETWEEN THE FOUND NORTH EAST SECTION CORNER AND THE NORTH 1/4 CORNER SECTION 5. THE BEARING IS TAKEN AS NORTH 89°28'29" EAST AND A DISTANCE OF 2708.31 FEET.

NARRATIVE.
 THIS SURVEY WAS MADE AT THE REQUEST OF NAMPA MERIDIAN IRRIGATION DISTRICT TO DETERMINE THE BOUNDARY OF GOVERNMENT LOT 1 AND TO SPLIT THE EXISTING PARCEL INTO TWO LOTS. ALL CONTROLLING CORNERS WERE LOCATED OR ESTABLISHED TO DETERMINE SAID BOUNDARY.

A parcel of land located in the Government Lot 1 of Section 5. Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, said parcel being the north half of Government Lot 1 (as shown on Record of Survey Instrument Number 2017-008580 Records of Canyon County) and more particularly described to wit:

Beginning at the found Aluminum monument marking the North East corner of Section 5 and the Real Point of Beginning;

Thence along the North line of Section 5, North 89°29'21" West a distance of 1354.34 feet to the East 1/16 corner as shown on said Record of Survey:

Thence along the said East boundary of said Government Lot 1, South 0°50'07" East a distance of 650.00 feet;

Thence South 89°29'00" East a distance of 1346.76 feet to the East line of Section 5:

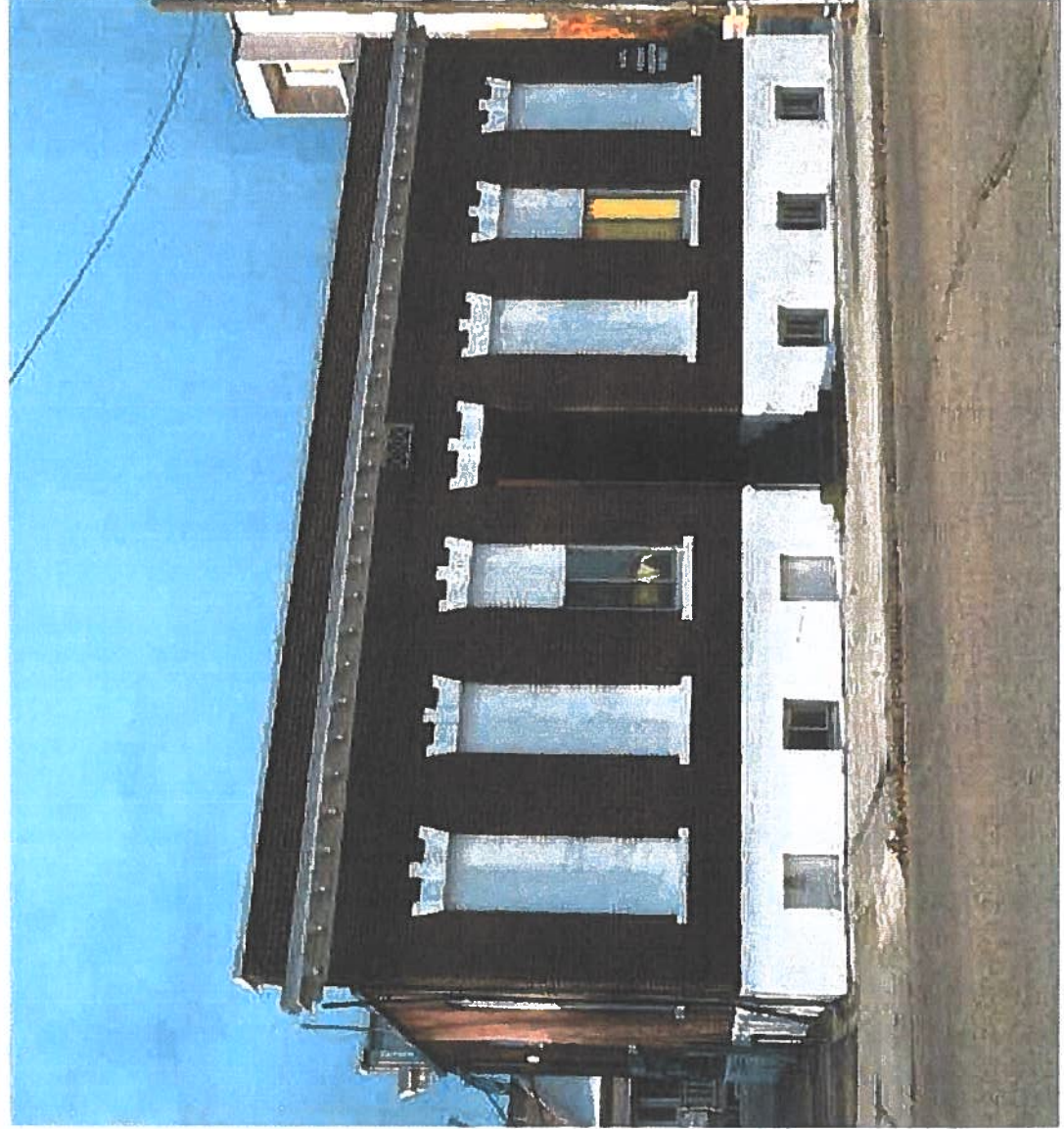
Thence along said East Line, North 00°10'01" West a distance of 650.00 feet and back to the point of beginning.

Said parcel contains some 20.15 acres more or less.



RS

Naupa and Meridian Irrigation District Office (added 1982 - - #82000329)
1503 1st St., S., Nampa



Historic Significance:

Architecture Engineering

Architect, builder, or engineer:

Tourtellotte & Hummel

Architectural Style:

Classical Revival

Area of Significance:

Architecture

Period of Significance:

1900-1924

Owner:

State

Historic Function:

Government

Historic Sub-function:

Government Office

Current Function:

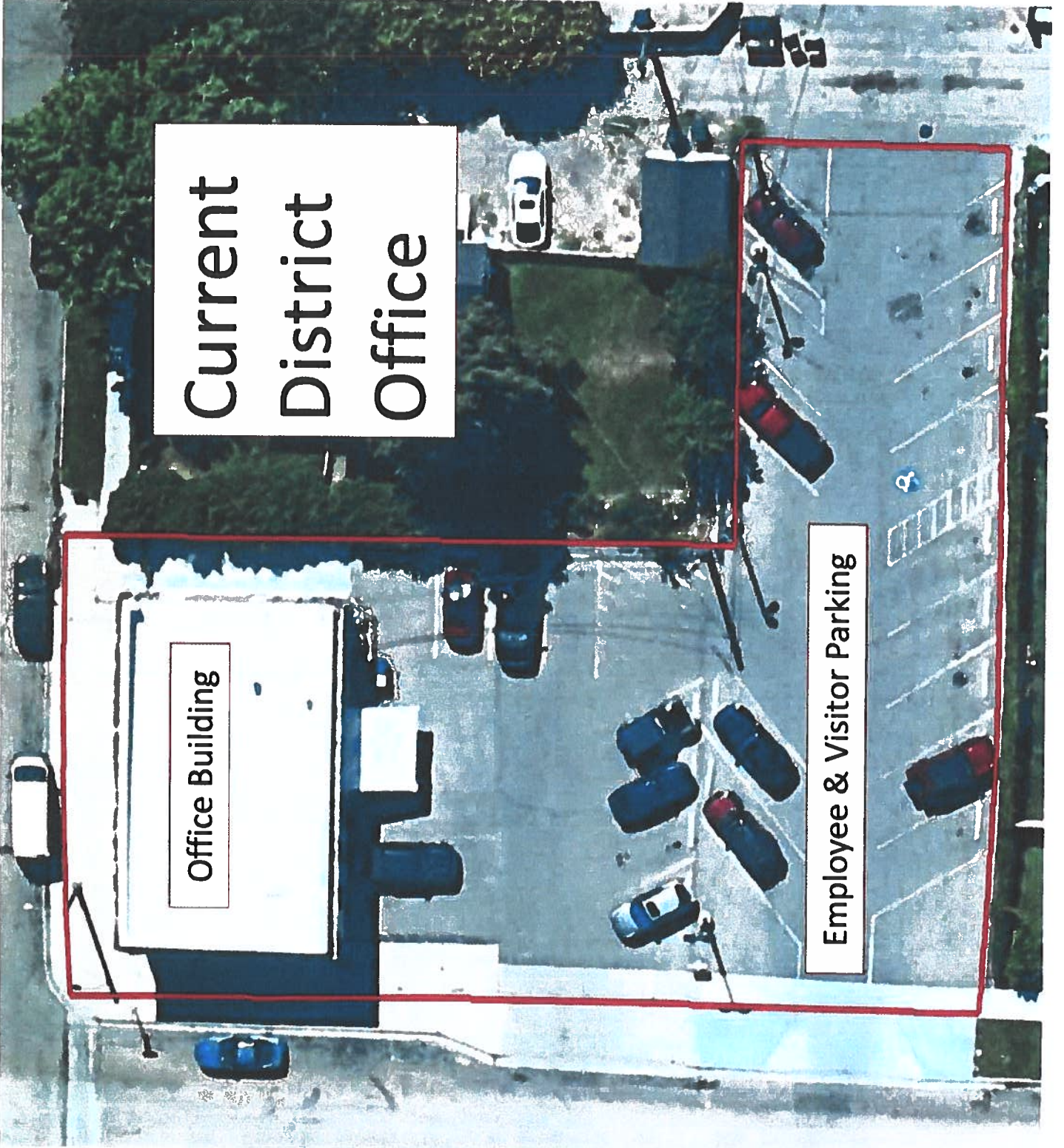
Government, Vacant, Not In Use

Current Sub-function:

Government Office

More Information:

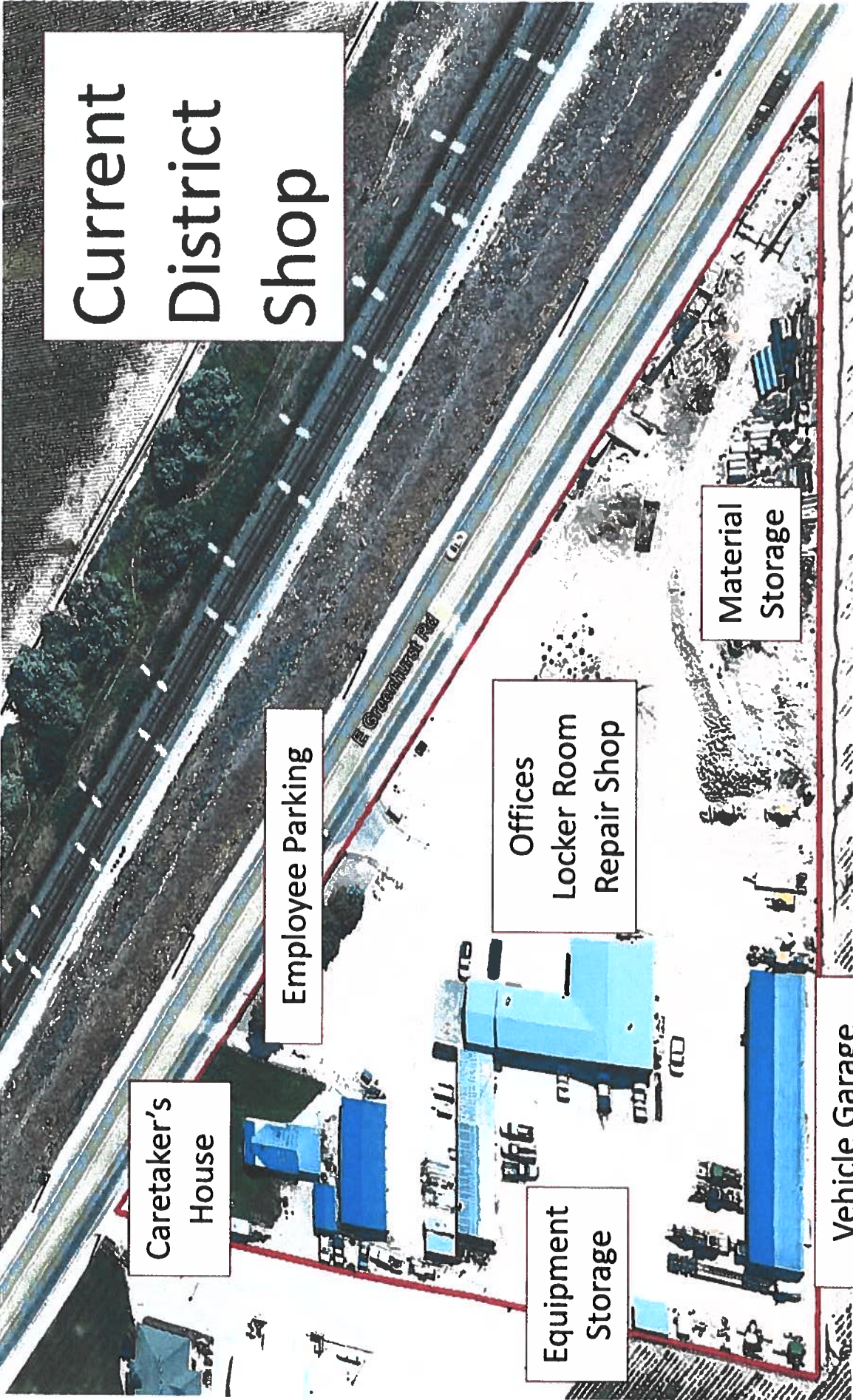
[archives document](#)



Current
District
Office

Office Building

Employee & Visitor Parking



Current
District
Shop

Caretaker's
House

Employee Parking

Offices
Locker Room
Repair Shop

Equipment
Storage

Material
Storage

Vehicle Garage

February 14, 2024

RE: Letter of Support

Dear: Canyon County Development Services

My wife (Donna Bailey) and I (Darius Bailey) have resided at 2619 McDermott Road since 1972. I grew up being involved in agriculture all my life. We are very blessed to have been able to raise our children on these 40+ acres that allowed us to raise Hereford Cattle. Our children are now raising their own families and we are becoming unable to maintain the property on our own. I have rented the property out for grazing the last several years.

Our land is supplied irrigation water by The Nampa & Meridian Irrigation District (NMID). During a discussion with the Water Superintendent (Greg Curtis), a conversation started about what we would like to see happen with our property in the future. I had mentioned that I want to see it continue to support agriculture in some form; I did not want to see it turned into a subdivision. Discussions with the district continued as they explained that they have outgrown their current facilities.

My wife and I have come to an agreement with NMID to sell the northern 20+ acres of our property if they can get approval from Canyon County to develop a new site here. I would really appreciate knowing our property would be helping to support the irrigation needs of the valley into the future as it did for my family and me over the years.

We are very happy to submit this letter of support for this application and hope it will be helpful in the review of their application.

Sincerely,

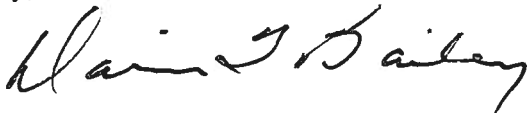
A handwritten signature in black ink that reads "Darius Bailey". The signature is written in a cursive style with a large, stylized initial 'D'.

EXHIBIT F



Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH
FAX #208-463-0092

NAMPA, IDAHO 83651-4395
nmid.org

OFFICE: Nampa 208-466-7861
SHOP: Nampa 208-466-0663

Dear Neighbor,

Thank you for taking the time to attend our Neighborhood Meeting tonight, Nampa & Meridian Irrigation District (NMID) is pleased to have the opportunity to answer any questions or concerns you may have regarding the proposed new NMID campus facility. We will make every effort to illustrate how the proposed property will be developed, and to answer any questions you may have.

Since 1910, NMID has owned this site here on Greenhurst for our Operations and Maintenance Shop, as well as our Administration Office (1503 1st Street South) in downtown Nampa totaling just over four acres combined. NMID has over the past 114 years added new technology and increases in our work force to help keep up with the growth in the valley and the needs of our patrons. These sites no longer provide enough spaced for very basic things like employee workstations, parking for employees or our equipment, employee meetings, and new technology upgrades.

To add efficiency and convenience for our patrons, our goal is to relocate both operations to one location. We have actively looked for sites that will accommodate our current needs along with allowing future expansion so the District can develop another long-term facility. This 20 + acre site provides this, with the Ridenbaugh Canal on-site and is centrally located within the district.

We fully understand that you are not just neighbors to this site but also Patrons of the District. Our goal is to develop a site that you can be proud of and to maintain a good relationship with you all. This will help us continue to provide irrigation water for all the agricultural and urban uses well into the next century while preserving our precious ground water supplies.

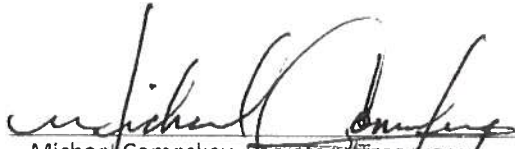
We realize your time is valuable and we appreciate you being here, and hope to get your feedback. If you have additional questions or comments please feel free to contact me at (208) 466-0663.

Sincerely,


Clinton Pline, President Director


Donald Barksdale, Vice President Director


Will Patterson, Director


Michael Comeskey, Secretary/Treasurer


Greg G. Curtis, Water Superintendent



APPLICATION TO VARY STANDARDS

9:30

SECTION I - APPLICANT INFORMATION (TO BE COMPLETED BY APPLICANT)

I certify that I am the applicant (or authorized representative of applicant), that I have read Section II (*Information to Applicant*), that I have completed Section III (*Applicant Questioner*), and that the statements and representations made herein are true and correct.

Nampa & Meridian Irrigation District

NAME OF APPLICANT

1503 1st Street South

ADDRESS

Nampa

ID 83651

CITY

STATE

ZIP

SIGNATURE OF APPLICANT

DATE

PHONE (CELL NUMBER PREFERRED)

SECTION II - INFORMATION TO APPLICANT

The District Standards are published in the Highway Standards & Development Procedures for the Association of Canyon County Highway Districts. Section 2140.010 of those Standards discusses the purpose for variances, and reads as follows:

"The Highway District may grant variances in order to prevent or to lessen such practical difficulties and unnecessary physical hardships as would result from a literal interpretation and enforcement in certain of the regulations prescribed by these Standards.

A variance shall not be considered a right or special privilege, but may be granted to an applicant only upon showing 1) undue hardship because of special characteristics applicable to the site, and 2) the variance is not in conflict with public interest. Hardships must result from special site characteristics, from geographic, topographic or other physical conditions, or from population densities, existing street locations or traffic conditions.

The purpose of a variance is to provide fair treatment and to see that individuals are not penalized because of site characteristics beyond their control."

Section 2040.030 of those Standards discusses the duration of approval, and reads as follows:

"The use or construction permitted under the terms of any variance shall be commenced within a six (6) month period. If such use or construction has not commenced within such time period, the variance shall no longer be valid. Prior to the expiration of the six (6) month period, the District, upon request of the applicant, may extend the variance for up to an additional six (6) months from the original date of approval. No additional extension will be allowed."

An electronic version of the Standards can be found on the "Manuals, Forms and Maps" page of the Highway District web site at www.nampahighway1.com.

SECTION III - APPLICANT QUESTIONER (TO BE COMPLETED BY APPLICANT)

Attach additional pages as necessary for answers.

1. What is the Section title and number of the Standards from which you wish to vary? 3061.020 A
Rural Roadway Driveway Spacing for Expressway Classification
2. What specifically do you wish to do differently from what the Standards allow? To allow direct access
from S. McDermott Road for up to 2 entrances for a new campus facility to be
built at the intersection of Lake Hazel and S. McDermott Roads.

Exhibit

I

2 sided

EXHIBIT I

APPLICATION TO VARY STANDARDS

- 3. Why do you wish to vary from the Standards? The District desires to develop a new campus site to relocate our main office and shop maintenance yard at one location. We are trying to design safe access points where our large equipment and trucks are not encountering visitors and patrons coming in for meetings with staff.
- 4. Explain why this variance would not be detrimental to public health, safety or welfare, and not materially injurious to other properties in the vicinity: We feel us being able to access this new site from both Lake Hazel and S. McDermott will help us better serve our patrons and the community better than our current locations which we have outgrown, and not be a detriment to current properties in the area.
- 5. What undue hardship would result if this variance were not granted? This may make us reconsider developing at this site. The large equipment we use and deliveries of materials and supplies needs to be separate from our employees, patrons, and other visitors. We chose this location for the possibility of having access from both Lake Hazel and McDermott Road.

6. Provide the following information regarding the property/site:

Street Address 2619 S. McDermott Road Side of Road: North South East West
 Between: At the intersection of Lake Hazel & S. McDermott Road (NAMES OF CLOSEST CROSS STREETS)

SECTION IV – REVIEW (TO BE COMPLETED BY HIGHWAY DISTRICT STAFF)

STAFF REPORT COMPLETED AND ATTACHED: Yes No
 APPLICATION FEE PAID: Yes No NA
 SITE PLAN SUBMITTED: Yes Not needed

[Handwritten Signature]
 SIGNATURE – HIGHWAY DISTRICT STAFF

3-5-24
 DATE

SECTION V – DECISION (TO BE COMPLETED BY HIGHWAY DISTRICT BOARD OF COMMISSIONERS)

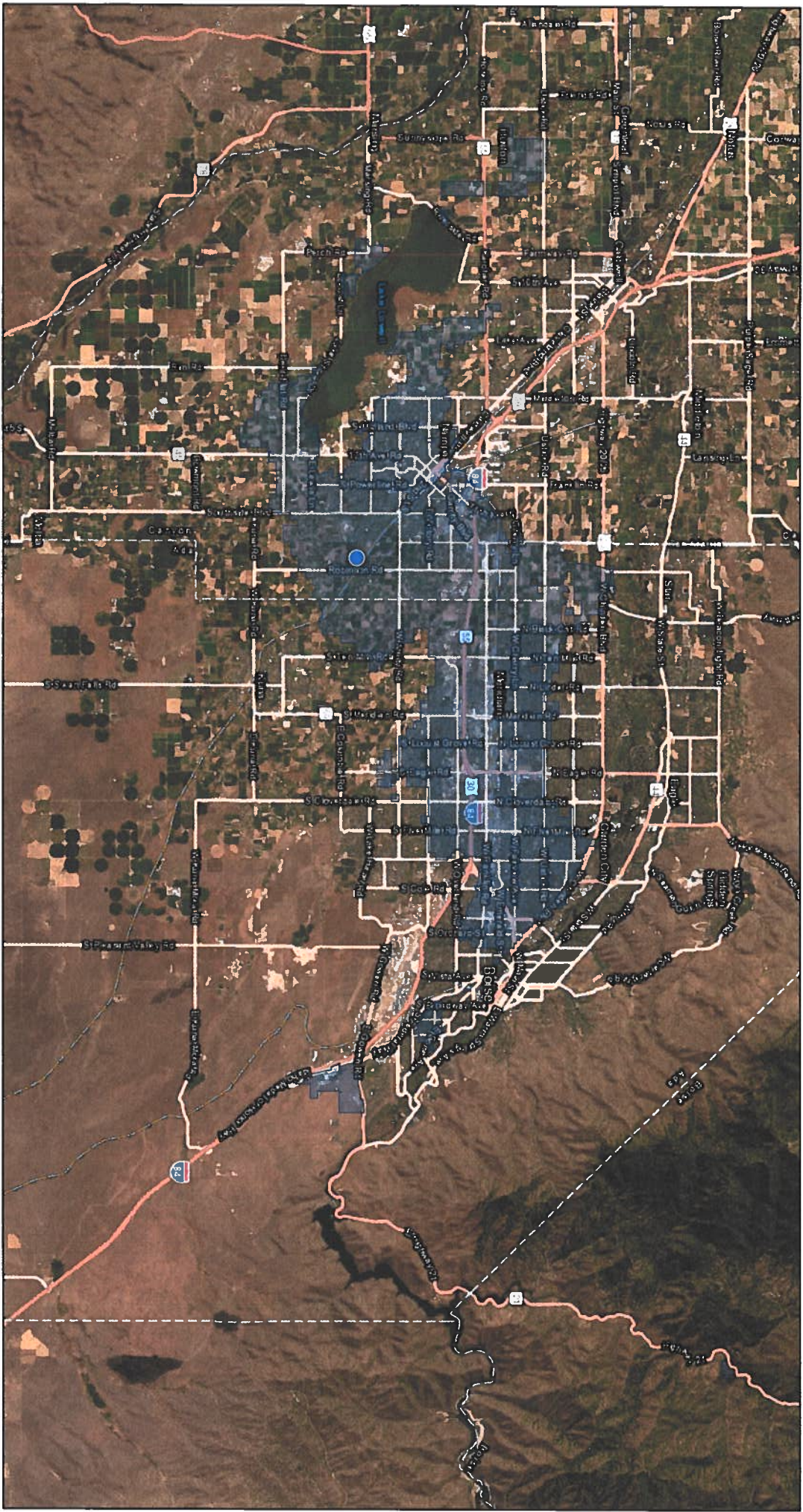
DECISION OF THE HIGHWAY DISTRICT BOARD OF COMMISSIONERS: Approved Denied
 Approved subject to conditions

BASIS OF DECISION (WITH ANY APPLICABLE CONDITIONS): Commissioners approved the 2 points of access to the property for the proposed site. The Irrigation District only. If the Irrigation District does not agree, the property, the variance request is void.

SIGNED: *[Handwritten Signature]*
 CHAIRMAN OF THE BOARD

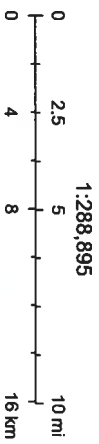
3-14-24
 DATE

Irrigation Organizations



11/30/2022, 5:29:55 PM
World Transportation
Irrigation Organizations

NMID SERVICE BOUNDARY



Enr, HERE, Garmin, Esri, HERE, Earthstar Geographics

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: 82532

Date: 5/9/2024

Date Created: 5/9/2024 **Receipt Type:** Normal Receipt **Status:** Active
Customer's Name: Gregory Curtis - Nampa & Meridian Irrigation District
Comments: CU2024-0012
Site Address: 2619 MC DERMOTT RD, Nampa ID 83687 / Parcel Number: 28832000 0

CHARGES

Item Being Paid For:	Application Number:	Amount Paid:	Prevs Pymnts:	Unpaid Amnt:
Planning - Conditional Use Permit	CU2024-0012	\$950.00	\$0.00	\$0.00
Sub Total:		\$950.00		
Sales Tax:		\$0.00		
Total Charges:		\$950.00		

PAYMENTS

Type of Payment:	Check/Ref Number:	Amount:
Credit Card	155911554	\$950.00
Total Payments:		\$950.00

ADJUSTMENTS

Receipt Balance: \$0.00