

2024-011682

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RICK HOGABOAM

CANYON COUNTY RECORDER

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CANYON COUNTY



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





CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

1115 Albany Street • Caldwell, Idaho • 83605 • Phone (208) 454-7458

Fax: (208) 454-6633 • www.canyoncounty.org/dsd

**DEVELOPMENT AGREEMENT
BETWEEN CANYON COUNTY AND APPLICANT**

Agreement number: 24-036

THIS AGREEMENT, made and entered into this 17 day of April, 2024, by and between Canyon County, Idaho, a political subdivision of the state of Idaho, hereinafter referred to as "COUNTY" and Martin Dario Maestrejuan, hereinafter referred to as "Applicant."

RECITALS

WHEREAS, Applicants have applied to the County for a conditional rezone from the "A" (Agricultural) Zone to "CR-R-R" (Conditional Rezone – Rural Residential) Zone (CR2023-0006), which are legally described in the attached EXHIBIT "A," incorporated by reference herein (hereinafter referred to as "Subject Property"); and

WHEREAS, Parcels R37244011, approximately 27.17 acres, is owned by the Applicant.

WHEREAS, on the 17 day of April, 2024 the Canyon County Board of Commissioners approved a conditional rezone with conditions of the Subject Property to a "CR-R-R" (Conditional Rezone – Rural Residential) Zone, which was done with Applicant's approval. The conditions of the approval for the conditional rezone are attached hereto as EXHIBIT "B".

WHEREAS, the parties desire to enter into an agreement to comply with Canyon County Code of Ordinances §07-06-07(2) & 07-06-07(7), Canyon County Zoning Ordinance No. 16-007 or as amended, and to ensure the Applicants will implement and be bound by the conditions of the rezone order issued by the Canyon County Board of Commissioners; and

NOW THEREFORE, the parties hereto do hereby agree to the following terms:

SECTION 1. AUTHORIZATION.

This Agreement is authorized and required by Idaho Code §67-6511A; Canyon County Code of Ordinances 07-06-07 (Conditional Rezoning).

SECTION 2. PROPERTY OWNER.

Applicants are the owner(s) of Subject Properties which is located in the unincorporated area of Canyon County, Idaho, more particularly described in EXHIBIT "A", attached hereto and incorporated herein, which real property is the subject matter of this Agreement. Applicants represent that they currently hold complete legal or equitable interest in the Subject Properties and that all persons holding legal or equitable interests in the Subject Properties or the operation of the business are to be bound by this Agreement.

SECTION 3. RECORDATION.

Pursuant to Idaho Code §67-6511A and Canyon County Code of Ordinances, this Agreement shall be recorded by the Clerk in the Canyon County Recorder's Office and will take effect upon the adoption, by the Board of County Commissioners, of the amendment to the zoning ordinance as set forth herein.

SECTION 4. TERM.

The parties agree that this Agreement shall run with the land and bind the Subject Property in perpetuity, and shall inure to the benefit of and be enforceable by the parties, and any of their respective legal representatives, heirs, successors, and assignees. Provided, however, this Agreement shall terminate if the Board of County Commissioners subsequently rezones the property to allow for a higher density use or if annexation of the Subject Property by a city occurs. In this event, however, the Agreement shall only terminate in regards to the portion of the Property that is actually rezoned or annexed, while the remainder of the Property shall remain subject to the Agreement.

If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then such provision shall continue until twenty-one (21) years after the death of the last survivor of the now living lawful descendants of George Herbert Walker Bush, former President of the United States, or for such shorter period as may be required to sustain the validity of such provision.

SECTION 5. MODIFICATION.

This Agreement may be modified only in writing signed by the parties, or their successors in interest, after complying with the notice and hearing procedures of Idaho Code §67-6509 and the requirements of Canyon County Code of Ordinances. The modification proposal must be in the form of a revised Development Agreement and must be accompanied by a statement demonstrating the necessity for the requested modification.

SECTION 6. APPLICATION OF OTHER LAWS TO THE SUBJECT PROPERTIES.

This Agreement shall not prevent the County in subsequent actions applicable to the Subject Properties from applying new rules, regulations, or policies that do not conflict with this Agreement.

SECTION 7. COMMITMENTS.

Applicants will fully and completely comply with the conditions of the approved conditional rezone of the Subject Properties from "A" (Agricultural) Zone to "CR-R-R" (Conditional Rezone – Rural Residential) Zone, which conditions are attached hereto as EXHIBIT "B".

SECTION 8. USES, DENSITY, AND HEIGHT AND SIZE OF BUILDINGS

The density or intensity of use of the Subject Properties is specified in the commitments of Section 7 unless conditioned otherwise (see Exhibit "B"). The uses and maximum height and size of the buildings on the Subject Properties shall be those set pursuant to law, including those contained in the Canyon County Code of Ordinances, that are applicable to a "CR-R-R" (Conditional Rezone – Neighborhood Rural Residential) zone and those provisions of law that are otherwise applicable to the Subject Property.

SECTION 9. LIABILITY AND INDEMNITY OF COUNTY.

A. COUNTY REVIEW.

Applicants acknowledge and agree that the County is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the County's review and approval of any plans or improvements, or the issuance of any approvals, permits, certificates or acceptances, relating to the use and development of the property described in EXHIBIT "A," and that the County's review and approval of any such plans and the improvements or the issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure or ensure Applicants or any of Applicants' heirs, successors, assigns, tenants, and licensees, against damage or injury of any kind and/or at any time.

B. COUNTY PROCEDURES.

Applicants acknowledge that notices, meetings, and hearings have been lawfully and properly given and held by the County with respect to Applicant's conditional rezone application in Development Services Department Case Number CR2023-0006 and any related or resulting development agreements, ordinances, rules and regulations, resolutions or orders of the Board of County Commissioners. Applicants agree not to challenge the lawfulness, procedures, proceedings,

correctness or validity of any of such notices, meetings, hearings, development agreements, ordinances, rules, regulations, resolutions or orders.

C. INDEMNITY.

Applicants agree to, and do hereby, defend, hold harmless and indemnify the County, the Board of County Commissioners, all County elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any such parties in connection with (i) the County's review and approval of any plans or improvements, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and/or development of the Subject Properties; (ii) any actions taken by the County pursuant to Subsection 9(B) of this Agreement; (iii) the development, construction, and maintenance of the property; and (iv) the performance by County of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

D. DEFENSE EXPENSES.

Applicants shall, and do hereby agree, to pay, without protest, all expenses incurred by the County in defending itself with regard to any and all of the claims identified in Subsection 9 of this Agreement. These expenses shall include all out-of-pocket expenses, including, but not limited to, attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the County.

SECTION 10. PERIODIC REVIEW.

The County's Development Services Department will administer the Agreement after it becomes effective and will conduct a review of compliance with the terms of this Agreement on a periodic basis, including, but not limited to, each time a development of the Property is platted. Applicants shall have the duty to demonstrate Applicants' compliance with the terms of this Agreement during such review.

SECTION 11. REQUIRED PERFORMANCE.

Applicants shall timely carry out all steps required to be performed and maintain all commitments set forth in this Agreement and as set forth in County laws, ordinances, rules and regulations as they pertain to the Subject Property including, but not limited to, those concerning the commencement of development, completion of development, preliminary platting and final platting.

SECTION 12. DEFAULT AND REMEDIES.

In the event of a default or breach of this Agreement or of any of its terms or conditions, the party alleging default shall give the breaching party not less than thirty (30) days, Notice of Default, in writing, unless an emergency exists threatening the health and

safety of the public. If such an emergency exists, written notice shall be given in a reasonable time and manner in light of the circumstances of the breach. The time of the giving of the notice shall be measured from the date of the written Notice of Default. The Notice of Default shall specify the nature of the alleged default and, where appropriate, the manner and period of time during which said default may be satisfactorily cured. During any period of curing, the party charged shall not be considered in default for the purposes of termination or zoning reversion, or the institution of legal proceedings. If the default is cured, then no default shall exist and the charging party shall take no further action.

SECTION 13. ZONING REVERSION CONSENT.

The execution of this Agreement shall be deemed written consent by Applicants to change the zoning of the Subject Properties to its prior designation upon failure to comply with the terms and conditions imposed by the approved conditional rezone and this Agreement. No reversion shall take place until after a hearing on this matter pursuant to Idaho Code §67-6511A. Upon notice and hearing, as provided in this Agreement and Idaho Code §67-6509, if the properties described in attached EXHIBIT "A" are not used as approved, or if the approved use ends or is abandoned, the Board of County Commissioners may order that the property will revert to the zoning designation (and land uses allowed by that zoning designation) existing immediately prior to the rezone action, i.e., the Subject Properties conditionally rezoned from "A" (Agricultural) Zone designation to "CR-R-R" (Conditional Rezone – Rural Residential Zone designation shall revert to the "A" (Agricultural) Zone designation.

SECTION 14. COMPLIANCE WITH LAWS.

Applicants agree that they will comply with all federal, state, county and local laws, rules and regulations, which appertain to the Subject Property.

SECTION 15. RELATIONSHIP OF PARTIES.

It is understood that this Agreement between Applicants and the County is such that Applicants are an independent party and are not an agent of the County.

SECTION 16. CHANGES IN LAW.

Any reference to laws, ordinances, rules, regulations, or resolutions shall include such laws, ordinances, rules, regulations, or resolutions as they have been, or as they may hereafter be amended.

SECTION 17. NOTICES.

Except as otherwise provided in this Agreement and/or by law, all notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof, (1) when delivered in person on a business

day at the address set forth below, or (2) in the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage paid, certified or registered mail, return receipt requested, at the addresses set forth below.

Notices and communications required to be given to County shall be addressed to, and delivered at, the following address:

Director
Development Services Department
Canyon County Administration
111 North 11th Avenue, #310
Caldwell, Idaho 83605

Notices and communications required to be given to Applicants shall be addressed to, and delivered at, the following addresses:

Name: Martin Maestrejuan
Street Address: PO BOX 250
City, State, Zip: Wilder, ID 83676

A party may change its address by giving notice, in writing, to the other party, in the manner provided for in this section. Thereafter, notices, demands, and other pertinent correspondence shall be addressed and transmitted to the new address.

SECTION 18. TERMINATION.

This Agreement may be terminated in accordance with the notice and hearing procedures of Idaho Code §67-6509, and the zoning designation upon which the use is based reversed, upon failure of Applicants, a subsequent owner, or other person acquiring an interest in the property described in attached EXHIBIT "A" to comply with the terms of this Agreement. Applicants shall comply with all commitments in this Agreement prior to establishing the approved land use.

SECTION 19. EFFECTIVE DATE.

The commitments contained in this Agreement shall take effect in the manner described in this Agreement upon the County's adoption of the amendment to the zoning ordinance as set forth herein.

SECTION 20. TIME OF ESSENCE.

Time is of the essence in the performance of all terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO**

APPLICANT

Commissioner Holton

Martin Dario Maestrejuan
Martin Dario Maestrejuan, Property Owner

Commissioner Van Beek

Commissioner Brooks



ATTEST: Rick Hogaboam, Clerk

BY: Monica Reyes
Deputy

DATE: 4-17-24

(All Applicants must sign and their signatures must be notarized)

STATE OF IDAHO)

) ss.
County of Canyon)

On this 17th day of April, 2024, before me, a notary public, personally appeared Martin Maestrejuan, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he/she executed the same on behalf of the Applicant.

Jennifer D. Almeida
Notary Public for Idaho

Residing at: Canyon County

My Commission Expires: 4/7/28

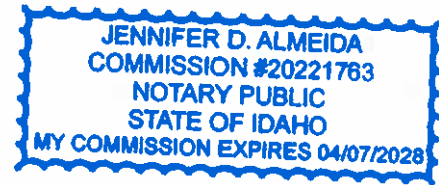


EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Northeast quarter of the Southwest quarter of Section 34, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Northeast quarter of the Southwest quarter; thence South 89°44'57" East along the North boundary of said Northeast quarter of the Southwest quarter a distance of 449 feet to the True Point of Beginning; thence continuing South 89°44'57" East along said North boundary a distance of 873.46 feet to the Northeast corner of said Northeast quarter of the Southwest quarter; thence South 0°26'01" West along the East boundary of said Northeast quarter of the Southwest quarter a distance of 1321.18 feet to the Southeast corner of said Northeast quarter of the Southwest quarter; thence North 89°44'49" West along the South boundary of said Northeast quarter of the Southwest quarter a distance of 918.07 feet; thence North 2°22'03" East a distance of 1322.05 feet to the True Point of Beginning.

EXHIBIT "B"
CONDITIONS OF APPROVAL

1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules, and regulations that pertain to the property.
2. The subject parcel, approximately 27 acres, zoned "R-R" (Rural Residential, two-acre average lot size) shall be divided in compliance with Chapter 7, Article 17 (Subdivision) of the Canyon County Zoning Ordinance (CCZO) in substantial compliance with the conceptual site plan (Attachment B) subject to the following restrictions:
 - a. A secondary dwelling (CCZO §07-10-27 & 07-14-25) is prohibited.
 - b. Irrigation water rights shall be utilized via a pressurized system (Idaho Code Sections 31-3805 & 65-6737. Irrigation Agreement between the applicant and neighbor (Exhibit "D") shall be recorded and honored.
 - c. Conditions of the draft CC&Rs provided by the applicant (Exhibit "C") shall be adhered to whether recorded as CC&Rs or not.
3. Historic irrigation lateral, drain, and ditch flow patterns shall be maintained and protected. Modifications or improvements shall be approved in writing by the local Irrigation District. A crossing agreement between the applicant/owner and the Bureau of Reclamation is required unless waiver by said jurisdiction.
4. The developer shall comply with CCZO §07-06-07 (4) Time Requirements: "All conditional rezones for a land use shall commence within two (2) years of the approval of the board."

EXHIBIT "C"

Flying Arrow Landing Subdivision Proposed CC&R's

General Provisions:

1. I require owner acknowledgement that owners waive all protests regarding the surrounding farm operations, control of plant and/or animal species, to include the use of herbicides, pesticides, traps, or other methods of eradication. Owners will be asked to sign and agree to the disclosure that no complaints will be made formally to the HOA against the existing neighbors and farm operations unless that mentioned neighbor is breaking local governmental laws.
2. Owners are not prohibited from growing small crops, gardens, have animals or livestock, and will not be prohibited from doing business in the subdivision. A right to farm clause will be established in the HOA.
3. Owners may keep domesticated animals or livestock for their own purposes so long as they do not become a nuisance and if they do not violate any governmental laws regarding care, housing, pasturing etc.
4. Animal owners indemnify and hold harmless the developer, other owners, and the HOA from all damages caused to natural persons, personal property, real property etc. by their domesticated animals or livestock. This includes pollution, infection, contamination caused by their presence or the presence of their urine, feces, or dead bodies or body parts, medicines used to treat them etc.
5. Any animal found roaming, running, straying or being away from owner's lot will be declared to be a nuisance and the animal may be impounded according to applicable county ordinance.
6. Weed control- All owners are financially responsible for weed control of noxious plants to their platted lot and may work with others to maintain and control the spread of noxious weeds in the subdivision, adjacent neighbors, or local farm operations.
7. All lot owners are responsible for providing clean up of the construction site, resulting from construction activities (building waste, vegetation clean up, landscaping, etc.), and for any manure produced from livestock or animal wastes.
8. All lot owners must provide for sufficient on-site parking and shall not allow any vehicles, at any time, to be parked on the private roadway of the subdivision.
9. No burning of trash, rubbish, or vegetation unless a county permit is obtained, and local fire jurisdictions are aware of such controlled burns.
10. Each lot owner(s) shall be responsible for compliance with all applicable federal, state, county and/or governmental statutes, ordinances and regulations, and any amendments relating in any way to the ownership and/or improvement of the lots within the plat.
11. No future land splits will be available to the platted lots and that disclosure will be agreed upon by the owner upon purchase.
12. All owners will be responsible for their easements and their respective maintenance on their property. All easements for utilities, drainage, etc. shall remain free of obstructions

EXHIBIT "D"

Proposed Development Agreement

Current property owner: Martin Maestresjuan

18257 Batt Corner Rd.

Wilder, ID 83676

Recipient: Chester Mervin

26747 Boehner Rd.

Wilder, 83676

Responsibilities of developer to recipient upon project approval from Canyon County are as follows:

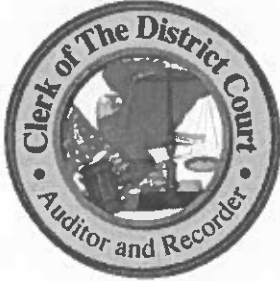
- 1. Developer will be responsible for providing new pump irrigation station on recipient's property. Pressurized irrigation system will be installed on recipient's property and financial responsibility from the power pole to the end of the existing underground irrigation water line only. Does not include any above ground irrigation equipment such as wheel lines, hand lines, solid set sprinklers, etc.**

Developer's Responsibilities Itemized:

- A. Power pole, electrical panel, sized irrigation pump, and all underground irrigation pipe from pump station to existing main line with risers running east and west on south end of property. Will also install continuous pipe fence with woven no climb wire material from property corner next to pump station adjacent to residence to corner that turns next to irrigation risers.**

Recipients' Responsibilities:

- A. Electrical permitting with Idaho Power and the Division of Building Safety.**
- 2. A proposed easement of 20' will be granted on Lot #5 of the preliminary plat to allow recipient access of agricultural equipment only to the property from the private road access in the subdivision. Any future sale agreement of Lot #5 that occurs, the new owner will agree to this condition upon purchase of the property and will also be informed of this condition prior to the sale. Communication responsibilities will need to be established between the recipient and the future property owner of Lot #5, not the developer.**



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RICK HOGABOAM

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ORDINANCE

CANYON COUNTY

**Canyon County
Recorder's Office
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ORDINANCE NO. 24-003

ORDINANCE DIRECTING AMENDMENTS TO THE
CANYON COUNTY ZONING MAP
(Maestresjuan – Conditional Rezone – CR2023-0006)

An ordinance of Canyon County, Idaho directing amendments to the Canyon County Zoning Map (Ordinance No. 12-021); providing for title, structure, purpose and authority clauses; rezone; severability; and an effective date.

Be It Ordained by the Board of County Commissioners of Canyon County, Idaho:

SECTION 1. TITLE.

This Ordinance shall be known as the “Ordinance Directing Amendments to Canyon County Zoning Map (for approximately 27.17 acres of R37244011).

SECTION 2. STRUCTURE.

Titles and subtitles of this Ordinance are only used for organization and structure and the language in each paragraph of this Ordinance should control with regard to determining the legislative intent and meaning of the Board of County Commissioners.

SECTION 3. PURPOSE.

The purpose of this Ordinance is to authorize the rezone of the property described in Section 5 of this Ordinance from “A” (Agricultural) to “CR-R-R” (Conditional Rezone – Rural Residential). The purpose of this Ordinance also authorizes amendments to the Official Maps of Canyon County to reflect the rezone authorized by this Ordinance.

SECTION 4. AUTHORITY.

This Ordinance amending the Official Zoning Maps of Canyon County (is enacted pursuant to the authority conferred by Canyon County Zoning Ordinance 7, Chapter 7, Article 6; and Idaho Code § 67-6511, 67-6511A, 31-714, 31-801 and 31-828.

SECTION 5. REZONE.

The subject property shall be and is rezoned from “A” (Agricultural) to “CR-R-R” (Conditional Rezone – Rural Residential), as specifically identified and described in the attached Exhibit “A”, pursuant to the Findings of Fact, Conclusions of Law and Order issued on *April 17, 2024*, the Board of Canyon County Commissioners as authorized by Canyon County Zoning Ordinance, Chapter 7, Article 6; the Idaho Constitution; and Idaho Code § 67-6511, 67-6511A.

SECTION 6. SEVERABILITY CLAUSE.

Should any provision of this Ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this Ordinance in whole or in part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall be in full force and effect on April 23, 2024.

ADOPTED AND APPROVED this 17 day of April, 2024.



BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO

	Yes	No	Did Not Vote
<u>[Signature]</u> Commissioner Leslie Van Beek	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Did not participate</u> Commissioner Bard Holton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Commissioner Zach Brooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attest: Rick Hogaboam, Clerk

By: [Signature]
Deputy

Date: April 17, 2024

Publication Date: April 23, 2024, Idaho Press-Tribune

EXHIBIT "A"

A portion of the Northeast quarter of the Southwest quarter of Section 34, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Northeast quarter of the Southwest quarter; thence South 89°44'57" East along the North boundary of said Northeast quarter of the Southwest quarter a distance of 449 feet to the True Point of Beginning; thence continuing South 89°44'57" East along said North boundary a distance of 873.46 feet to the Northeast corner of said Northeast quarter of the Southwest quarter; thence South 0°26'01" West along the East boundary of said Northeast quarter of the Southwest quarter a distance of 1321.19 feet to the Southeast corner of said Northeast quarter of the Southwest quarter; thence North 89°44'49" West along the South boundary of said Northeast quarter of the Southwest quarter a distance of 918.07 feet; thence North 2°22'03" East a distance of 1322.05 feet to the True Point of Beginning.



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

In the matter of the application of:

Maestresjuan – Case CR2023-0006

The Canyon County Planning and Zoning Commission considers the following:

1. Conditional Rezone of approximately 27.17 acres from “A” Agricultural to “CR-R-R” (Conditional Rezone - Rural Residential) zone. The request includes a development agreement (Attachment A). [CR2023-0006, 18257 Batt Corner Rd, Wilder, Parcel Number: R37244011; a portion of the SW¼ of Section 09, T3N, R3W, BM, Canyon County, Idaho]

Summary of the Record

1. The record is comprised of the following:
 - A. The record includes all testimony, the staff report, exhibits, and documents in Case File CR2023-0006.

Applicable Law

1. The following laws and ordinances apply to this decision: Canyon County Code §01-17 (Land Use/Land Division Hearing Procedures), Canyon County Code §07-05 (Notice, Hearing and Appeal Procedures), Canyon County Code §07-06-01 (Initiation of Proceedings), Canyon County Code §07-06-07 (Conditional Rezones), Canyon County Code §07-10-25 (Purposes of Zone), Canyon County Code §07-10-27 (Land Use Regulations (Matrix)), Idaho Code §67-6511 (Zoning Map Amendments and Procedures), and Canyon County Code §09-05-25 (Area of City Impact Agreement).
 - a. Notice of the public hearing was provided per CCZO §07-05-01 and Idaho Code §67-6509.
 - b. The presiding party may establish conditions, stipulations, restrictions, or limitations which restrict and limit the use of the rezoned property to less than the full use allowed under the requested zone, and which impose specific property improvement and maintenance requirements upon the requested land use. Such conditions, stipulations, restrictions, or limitations may be imposed to promote public health, safety, and welfare, or to reduce any potential damage, hazard, nuisance, or other detriment to persons or property in the vicinity to make the land use more compatible with neighboring land uses. *See* CCZO §07-06-07(1).
 - c. All conditional rezones for land use shall commence within two (2) years of the approval of the board. If the conditional rezone has not commenced within the stated time requirement, the application for a conditional rezone shall lapse and become void. *See* CCZO §07-05-01
2. The Board has the authority to exercise powers granted to it by the Idaho Local Land Use and Planning Act (“LLUPA”) and can establish its own ordinances regarding land use. *See* I.C. §67-6504, §67-6511.
3. The Board has the authority to hear this case and make its own independent determination. *See* I.C. §67-6519, §67-6504, 67-6509 & 67-6511.
4. The Board can sustain, modify or reject the Commission’s recommendations. *See* CCZO §07-05-03.
5. The burden of persuasion is upon the applicant to prove that all criteria are satisfied. CCZO §07-05-03.
6. Idaho Code §67-6535(2) requires the following: The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a reasoned statement that explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record. The

County's hearing procedures adopted per Idaho Code §67-6534 require that final decisions be in the form of written findings, conclusions, and orders. CCZO 07-05-03(1)(I).

The application, CR2023-0006, was presented at a public hearing before the Canyon County Board of County Commissioners on April 17, 2024. Having considered all the written and documentary evidence, the record, the staff report, oral testimony, and other evidence provided, including the conditions of approval and project plans, the Board of County Commissioners decides as follows:

CONDITIONAL REZONE CRITERIA – CCZO §07-06-07(6)

1. Is the proposed conditional rezone generally consistent with the comprehensive plan?

Conclusion: The proposed conditional rezone is consistent with the 2030 Canyon County Comprehensive Plan.

- Findings:**
- (1) The Canyon County Future Land Use Map designates the subject property as “Rural Residential” (Exhibit 3c, Staff Report). The designation provides for rural transitional areas to create a boundary between agricultural and urban areas. (Comp Plan 2030, Pg. 26).
 - (2) The parcel lies within the Area of Impact for the City of Homedale. Pursuant to 09-05-17 of the Canyon County Code, the County recognizes that the City of Homedale has also developed a comprehensive plan that addresses this area of impact. Conversations with the City of Homedale revealed that the City has no zonings for the Area of Impact and defers to the county for zonings and future land use of properties in the AOCI (Section 09-05-19 Canyon County Code).
 - (3) This request aligns with the following goals, policies, and actions of the 2030 Comprehensive Plan:
 - **P1.01.01** No Person should be deprived of private property without due process of law.
 - **P1.01.03** Ordinances and land use decisions should avoid imposing unnecessary conditions or procedures on development approvals
 - **P2.01.01** Plan for anticipated population and households the community can support with adequate services and amenities.
 - **G2.02.00** Promote housing, business, and service types needed to meet the demands of the future and existing population.
 - **P4.01.01** Maintain a balance between residential growth and agriculture that protects the rural character
 - **P4.03.02** Encourage the development of individual parcels and subdivisions that do not fragment existing land use patterns
 - **P4.03.03** Recognize that each land use application is unique and that agricultural and non-agricultural uses may be compatible and co-exist in the same area and in some instances may require conditions of approval to promote compatibility.
 - **P4.05.01** Promote future development and land use decisions that do not create hardship for farmers and agricultural operators.
 - **P4.06.03** Development should sustainably provide roadway and pathway connections, downward lighting, drainage, stormwater runoff, landscaping, revegetation of disturbed areas, underground utilities and weed control.
 - **P11.01.01** Encourage a variety of housing sizes that meet the needs of families, various age groups, and incomes.
 - (4) Evidence includes the conclusions and evidence provided in criteria 2 through 8.
 - (5) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0006.

2. When considering the surrounding land uses, is the proposed conditional rezone more appropriate than the current zoning designation?

Conclusion: As conditioned, the proposed conditional rezone is more appropriate when considering the 2030 Canyon County Comprehensive Plan's future land use map and previous land use decisions in the area.

- Findings:**
- (1) The Canyon County Future Land Use Map designates the subject property as Rural Residential (Exhibit 3c, Staff Report). The designation provides for rural transitional areas to create a boundary between agricultural and urban areas. (Comp Plan 2030, Pg. 26).
 - (2) Residential zoning is predominant south of Ustick Road, approximately 2,500 feet south of the subject property, as it nears the Snake River and the entry into the City of Homedale (Exhibit 3a & 3d, Staff Report). Within one (1) mile of the subject property, there are seven (7) platted subdivisions totaling 48 lots (Exhibit 3e, Staff Report).
 - (3) The following are similar land use decisions made within the vicinity:
 - a. R33716 (9.19 acres), R33716012 (3.65 acres), and R33716011 (5.65 acres), located approximately 1,800 feet southwest of the subject property, were created via conditional rezone to "CR-R-R" (Conditional Rezone – Rural Residential). The development agreement locks development to no more than three parcels, a 6.16-acre average lot size (PH2013-12; Exhibit 6a, Staff Report).
 - b. R37244010 (1.82 acres) and R37244010A (1.18 acres), located approximately 140 feet west of the subject parcel, were approved for a 2020 Comprehensive Plan Map Amendment to a residential future land use designation and a rezone to "R-1" (Single Family Residential) in 2017 (PH2017-50; Exhibit 6b, Staff Report).
 - c. Parcel R37255013 (5 acres), located approximately 1,900 feet northwest of the subject property, was conditionally rezoned to "CR-R-R" (Conditional Rezone – Rural Residential, PH2017-48; Exhibit 6c, Staff Report). The development agreement allows a building permit on Parcel R37255013 subject to approximately 14 acres remaining in agricultural use in perpetuity (R37257010A).
 - d. Parcels R37251 (16.65 acres), R37251011 (3.01 acres), and R37251012 (3.01 acres), located approximately 1,310 feet north of the subject parcel, were created via conditional rezone to "CR-R-R" (Conditional Rezone – Rural Residential). The development agreement required approximately 14 acres on parcel R37251 to remain agricultural in perpetuity leaving the existing dwelling and accessory structures within a two-acre building envelope (CR2019-0018; Exhibit 6d, Staff Report).
 - (4) Conditions of the development agreement minimize potential impacts of the residential uses to adjacent agricultural properties (Attachment A).
 - (5) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0006.

3. Is the proposed conditional rezone compatible with surrounding land uses?

Conclusion: The conditional rezone is compatible with the surrounding land uses.

- Findings:**
- (1) Residential zoning is predominant south of Ustick Road, approximately 2,500 feet south of the subject property, as it nears the Snake River and the entry into the City of Homedale (Exhibit 3a & 3d, Staff Report). Within one (1) mile of the subject property, there are seven (7) platted subdivisions totaling 48 lots (Exhibit 3e, Staff Report).
 - (2) The following are similar land use decisions made within the vicinity:
 - o R33716 (9.19 acres), R33716012 (3.65 acres), and R33716011 (5.65 acres), located approximately 1,800 feet southwest of the subject property, were created via conditional rezone to "CR-R-R" (Conditional Rezone – Rural Residential). The development

agreement locks development to no more than three parcels, a 6.16-acre average lot size (PH2013-12; Exhibit 6a, Staff Report).

- R37244010 (1.82 acres) and R37244010A (1.18 acres), located approximately 140 feet west of the subject parcel, were approved for a 2020 Comprehensive Plan Map Amendment to a residential future land use designation and a rezone to “R-1” (Single Family Residential) in 2017 (PH2017-50; Exhibit 6b, Staff Report).
- Parcel R37255013 (5 acres), located approximately 1,900 feet northwest of the subject property, was conditionally rezoned to “CR-R-R” (Conditional Rezone – Rural Residential, PH2017-48; Exhibit 6c of the Staff Report). The development agreement allows a building permit on Parcel R37255013 subject to approximately 14 acres remaining in agricultural use in perpetuity (R37257010A).
- Parcels R37251 (16.65 acres), R37251011 (3.01 acres), and R37251012 (3.01 acres), located approximately 1,310 feet north of the subject parcel, were created via conditional rezone to “CR-R-R” (Conditional Rezone – Rural Residential). The development agreement required approximately 14 acres on parcel R37251 to remain agricultural in perpetuity leaving the existing dwelling and accessory structures within a two-acre building envelope (CR2019-0018; Exhibit 6d, Staff Report).

(3) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0006.

4. Will the proposed conditional rezone negatively affect the character of the area? What measures will be implemented to mitigate impacts?

Conclusion: As conditioned, the proposed rezone will not negatively affect the surrounding character of the area.

Findings:

- (1) The character of the area is primarily agricultural with associated dwellings and accessory structures and uses. The character changes south of Ustick Road to a residential character and setting closer to the entry into the City of Homedale and the Snake River (Exhibit 3a, Staff Report). The surrounding properties in the area are prime farmland. The property and surrounding area consist of Class III soils (Exhibit 3f, Staff Report). The majority of properties in the area appear to be in active agricultural use (Exhibit 3a & 7, Staff Report).
- (2) Property owners within 600 feet were noticed on September 24, 2023. A newspaper notice was published on September 24, 2023. A notice was posted on the subject property on September 29, 2023. During the comment period, a mix of support and opposition letters were received (Exhibit 5 of the Staff Report and Exhibits 17 through 21 of the Staff Report Addendum):
 - a. Support comments find a rural residential development in the proposed location is necessary to meet the demands for housing that encourages a rural lifestyle (CCZO Section 07-10-25(2)) while reducing the impacts associated with smaller lot size on surrounding agricultural uses.
 - b. Letters of opposition expressed concerns about future subdivision impacts on groundwater, irrigation, traffic, and farmland.
- (3) The applicant has submitted a rough draft of the subdivision CC&Rs which include stipulations that prohibit further divisions of platted lots, add provisions for maintenance, and encourage agricultural uses on each lot. The following added conditions were recommended by DSD staff:
 - a. Secondary dwellings (CCZO Section 07-02-03, 07-10-27 and 07-14-25) shall be prohibited. Secondary residences are allowed subject to the property owner living on-site in the primary dwelling. By prohibiting secondary dwellings, residential development will be limited to only primary dwellings which will reduce average daily trips from 228.48 to 114.24.

- b. A one-acre building envelope shall be established on each lot. The envelopes shall be located along the frontage of each lot. Areas outside the building envelope shall remain open for agricultural uses. After testimony by the applicant, including Exhibit 14 of the Staff Report Addendum with conceptual building envelope plans, the Board finds the staff recommended building envelope would not provide open space or buffer from adjacent parcels that would be beneficial (Exhibit 15, Staff Report). Therefore, the condition was removed.

As conditioned (Attachment A), potential impacts will be minimized and aligned with the intent of the rural residential designation in the 2030 Canyon County Comprehensive Plan.

- (4) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0006

5. Will adequate facilities and services including sewer, water, drainage, irrigation, and utilities be provided to accommodate the proposed conditional rezone?

Conclusion: Adequate facilities for sewer, water, irrigation, and drainage will be provided for the proposed conditional rezone and subsequent development.

Findings

- (1) The development will use private well and septic systems provided for in the applicant's letter of intent (Exhibit 2a, Staff Report). Per prior IDWR's recommendations regarding individual and community wells, the request does not create 15 lots or more where a community well would be highly recommended.

A nitrate priority study conducted by Atlas Consultants concluded that the concentration for the individual septic tank systems ranged from 1.3 to 1.8 mg/L under the EPA Point of Compliance of 2.0 mg/L (Exhibit 2g, Staff Report). Southwest District Health approved the study (Exhibit 2h, Staff Report).

- (2) Irrigation will be provided via a 4-inch pressurized irrigation pipe from a pressurized pump house located outside the right of way alongside Boehner Road. These facilities are to be operated and maintained by the Homeowner's Association. A crossing agreement between the application and the Bureau of Reclamation ensures that the development does not disrupt irrigation facilities on or adjacent to the property (Exhibit 2i, Staff Report).
- (3) A nitrate priority study conducted by Atlas Consultants concluded that the concentration for the individual septic tank systems ranged from 1.3 to 1.8 mg/L under the EPA Point of Compliance of 2.0 mg/L (Exhibit 2g, Staff Report). Southwest District Health approved the study (Exhibit 2h, Staff Report).
- (4) The City of Homedale has approved the request of the applicant to waive the requirement for the development to connect to the city water service. The city's main well is located directly south of the proposed rezone and development. A water model was completed and reviewed by the City of Homedale (Exhibit 4f, Staff Report). The City of Homedale rejected the request to connect to the city well (Exhibit 16, Staff Report Addendum).
- (5) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0006

6. Does the proposed conditional rezone require public street improvements to provide adequate access to and from the subject property to minimize undue interference with existing or future traffic patterns? What measures have been taken to mitigate traffic impacts?

Conclusion: The proposed conditional rezone will not require public street improvements to provide access to and from the subject property. Measures to mitigate traffic increases include utilizing Batt Corner Road for access. Access to the property will not be allowed off of Boehner Road.

Findings: (1) The applicant intends to utilize Batt Corner Rd, a minor collector. A 25' right of way pre-existing right of way runs along Boehner Road (Exhibit 4c, Staff Report).

- (2) Golden Gate Highway District #3 (GGHD3) indicated that the lot has legal access and that no undue interference with existing or future traffic patterns will be created by this proposed use (Exhibit 4c, Staff Report).
- (3) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0006

7. Does legal access to the subject property for the conditional rezone exist or will it exist at the time of development?

Conclusion: Legal access to the subject property and proposed lots will exist through a private road.

- Findings:**
- (1) A private road application, RD2021-0030 (Exhibit 6e, Staff Report), was approved during the first attempt at rezoning and development (Exhibit 6g, Staff Report). The road is required to be a road lot on the plat.
 - (2) GGHD3 also indicated in their response that the site has legal access to Batt Corner Rd. (Exhibit 6e, Staff Report).
 - (3) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0006

8. Will the proposed conditional rezone amendment impact essential public services and facilities, such as schools, police, fire, and emergency medical services? What measures will be implemented to mitigate impacts?

Conclusion: The proposed conditional rezone and subsequent subdivision will not impact essential public services including schools, police, fire, and EMS.

- Findings:**
- (1) Wilder Fire is the responsible fire district for this area. Per Exhibit 4a of the Staff Report, they expect no more than an eight to ten-minute response time under normal conditions. Wilder Fire will review the plat to determine if emergency access is required and if the turnaround meets their requirements.
 - (2) The development is located in the Homedale School District. No comments were received.
 - (3) Policing will be serviced by the Canyon County Sheriff’s Department. No response was received.
 - (4) The City of Homedale, after considering a water model completed by the applicant (Exhibit 6f, Staff Report) has approved the request of the applicant to waive the requirement for the development to connect to the city water service (Exhibit 16, Staff Report Addendum).
 - (5) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0006

Canyon County Code §09-05-25 (Area of City Impact Agreement) - AREA OF CITY IMPACT AGREEMENT ORDINANCE

Conclusion: The property is located within the Homedale Area of City Impact. A notice was sent to the City of Homedale per Canyon County Code Section 09-05-25(3).

- Findings:**
- (1) The City of Homedale was notified on May 15, 2023, according to 09-05-25(3) and (09-05-17(3).
 - (2) The subject property is located within the Homedale Area of City Impact. The City of Homedale defers to County requirements and standards (Section 09-05-19 Canyon County Code). The City of Homedale, after considering a water model completed by the applicant (Exhibit 6f, Staff Report) has approved the request of the applicant to waive the requirement for the development to connect to the city water service (Exhibit 16, Staff Report Addendum). The applicant’s letter of intent (Exhibit 2a, Staff Report) states the preliminary plat includes curb and gutters along the private road as requested by Homedale. Improvements such as

sidewalks were requested to be waived.

- (3) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0006.

Order

Based upon the Findings of Fact, Conclusions of Law and Order contained herein, the Board of County Commissioners **approve** Case # CR2023-0006, a conditional rezone of approximately 27.17 acres from "A" Agricultural to "CR-R-R" (Conditional Rezone - Rural Residential) zone subject to conditions of the development agreement (Attachment A).

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

DATED this 17 day of April, 2024.

CANYON COUNTY BOARD OF COMMISSIONERS

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

	Yes	No	Did Not Vote
<u>[Signature]</u> Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Did not participate</u> Commissioner Brad Holton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Commissioner Zach Brooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attest: Rick Hogaboam, Clerk

By: [Signature]
Deputy

Date: 4-17-24

ATTACHMENT A
CONDITIONS OF APPROVAL

1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules, and regulations that pertain to the property.
2. The subject parcel, approximately 27 acres, zoned "R-R" (Rural Residential, two-acre average lot size) shall be divided in compliance with Chapter 7, Article 17 (Subdivision) of the Canyon County Zoning Ordinance (CCZO) in substantial compliance with the conceptual site plan (Attachment B) subject to the following restrictions:
 - a. A secondary dwelling (CCZO §07-10-27 & 07-14-25) is prohibited.
 - b. Irrigation water rights shall be utilized via a pressurized system (Idaho Code Sections 31-3805 & 65-6737. Irrigation Agreement between the applicant and neighbor (Attachment C) shall be recorded and honored.
 - c. Conditions of the draft CC&Rs provided by the applicant (Attachment B) shall be adhered to whether recorded as CC&Rs or not.
3. Historic irrigation lateral, drain, and ditch flow patterns shall be maintained and protected. Modifications or improvements shall be approved in writing by the local Irrigation District. A crossing agreement between the applicant/owner and the Bureau of Reclamation is required unless waiver by said jurisdiction.
4. The developer shall comply with CCZO §07-06-07 (4) Time Requirements: "All conditional rezones for a land use shall commence within two (2) years of the approval of the board."

ATTACHMENT B

Flying Arrow Landing Subdivision Proposed CC&R's

General Provisions:

1. I require owner acknowledgement that owners waive all protests regarding the surrounding farm operations, control of plant and/or animal species, to include the use of herbicides, pesticides, traps, or other methods of eradication. Owners will be asked to sign and agree to the disclosure that no complaints will be made formally to the HOA against the existing neighbors and farm operations unless that mentioned neighbor is breaking local governmental laws.
2. Owners are not prohibited from growing small crops, gardens, have animals or livestock, and will not be prohibited from doing business in the subdivision. A right to farm clause will be established in the HOA.
3. Owners may keep domesticated animals or livestock for their own purposes so long as they do not become a nuisance and if they do not violate any governmental laws regarding care, housing, pasturing etc.
4. Animal owners indemnify and hold harmless the developer, other owners, and the HOA from all damages caused to natural persons, personal property, real property etc. by their domesticated animals or livestock. This includes pollution, infection, contamination caused by their presence or the presence of their urine, feces, or dead bodies or body parts, medicines used to treat them etc.
5. Any animal found roaming, running, straying or being away from owner's lot will be declared to be a nuisance and the animal may be impounded according to applicable county ordinance.
6. Weed control- All owners are financially responsible for weed control of noxious plants to their platted lot and may work with others to maintain and control the spread of noxious weeds in the subdivision, adjacent neighbors, or local farm operations.
7. All lot owners are responsible for providing clean up of the constructions site, resulting from construction activities (building waste, vegetation clean up, landscaping, etc.), and for any manure produced from livestock or animal wastes.
8. All lot owners must provide for sufficient on-site parking and shall not allow any vehicles, at any time, to be parked on the private roadway of the subdivision.
9. No burning of trash, rubbish, or vegetation unless a county permit is obtained, and local fire jurisdictions are aware of such controlled burns.
10. Each lot owner(s) shall be responsible for compliance with all applicable federal, state, county and/or governmental statutes, ordinances and regulations, and any amendments relating in any way to the ownership and/or improvement of the lots within the plat.
11. No future land splits will be available to the platted lots and that disclosure will be agreed upon by the owner upon purchase.
12. All owners will be responsible for their easements and their respective maintenance on their property. All easements for utilities, drainage, etc. shall remain free of obstructions

ATTACHMENT C

Proposed Development Agreement

Current property owner: Martin Maestrejuan

18257 Batt Corner Rd.

Wilder, ID 83676

Recipient: Chester Mervin

26747 Boehner Rd.

Wilder, 83676

Responsibilities of developer to recipient upon project approval from Canyon County are as follows:

- 1. Developer will be responsible for providing new pump irrigation station on recipient's property. Pressurized irrigation system will be installed on recipient's property and financial responsibility from the power pole to the end of the existing underground irrigation water line only. Does not include any above ground irrigation equipment such as wheel lines, hand lines, solid set sprinklers, etc.**

Developer's Responsibilities Itemized:

- A. Power pole, electrical panel, sized irrigation pump, and all underground irrigation pipe from pump station to existing main line with risers running east and west on south end of property. Will also install continuous pipe fence with woven no climb wire material from property corner next to pump station adjacent to residence to corner that turns next to irrigation risers.**

Recipients' Responsibilities:

- A. Electrical permitting with Idaho Power and the Division of Building Safety.**
- 2. A proposed easement of 20' will be granted on Lot #5 of the preliminary plat to allow recipient access of agricultural equipment only to the property from the private road access in the subdivision. Any future sale agreement of Lot #5 that occurs, the new owner will agree to this condition upon purchase of the property and will also be informed of this condition prior to the sale. Communication responsibilities will need to be established between the recipient and the future property owner of Lot #5, not the developer.**

3. Upon completion of Item #1- Recipient agrees to review and possibly sign a proposed release agreement with developer to conclude irrigation responsibilities made to the recipient's property.

Both parties agree to the proposed development agreement with signature:

Owner: Mark Montoya

Recipient: Chris [Signature]

Date: 4-20-23

Date: 4-20-23



FINDINGS, CONCLUSIONS LAW, AND ORDER

Findings of Fact

1. The applicant, Martin Maestrejuan, is requesting approval for a preliminary plat of the Flying Arrow Landing Subdivision. The subdivision will consist of 12 residential lots and one (1) road lot (Attachment A). The proposed subdivision is located on parcel R37244011, 27.12 acres, at 18257 Batt Corner Rd., Wilder, ID; also referenced as a portion of the SW¼ of Section 34, T4N, R5W, BM, Canyon County, Idaho.
2. The property is currently zoned "A" (Agricultural, Exhibit 3d of the staff report). The 2030 Canyon County Comprehensive Plan's future land use designation is "Rural Residential" (Exhibit 3c, staff report).
3. The proposed preliminary plat is also being considered concurrently with Case # CR2023-0006, a Conditional Rezone of Parcel R37244011 to a "CR-R-R" (Conditional Rezone - Rural Residential) zone (Exhibit 23, Staff Report).
4. The subject property is located within the Homedale Area of Impact. According to 09-05-17 of the Canyon County Code, the County recognizes that the City of Homedale has also developed a comprehensive plan that addresses this area of impact. The City has no zonings for the Area of Impact and defers to the county for zonings and future land use of properties in the AOCI (Section 09-05-19 of the Canyon County Code). The City of Homedale has approved the request of the applicant to waive the requirement for the development to connect to the city water service (Exhibits 6f and 16, Staff Report). The applicant's letter of intent (Exhibit 2a, Staff Report) states the preliminary plat includes curbs and gutters along the private road as requested by Homedale. Sidewalk improvements are waived.
5. Each lot of the subdivision will be served by individual wells and septic systems. As a condition of approval, Southwest District Health approval is required. Evidence of approval will be the district's signature on the final plat.
6. Two private roads, Bow Lane and Lothbrook Lane, provide access to Batt Corner Road, a public road. The private road names are approved (RD2021-0030, Exhibit 6e of the staff report). A road user's maintenance agreement is required as a condition of approval per CCZO Section 07-10-03(1)B3). Also, the private road must be constructed per CCZO Section 07-10-03(3) before the signing of the final plat by the Board of County Commissioners.
 - a. Lot 5 includes a 20' wide access easement for Parcel R37244 per the agreement between the developer and neighbor (Exhibit 2e, Staff Report). The size of the easement does not meet County requirements for residential ingress/egress (CCZO Section 07-10-03). Therefore, the easement is for agricultural access only.
7. The subject property abuts Bohner Road and Batt Corner Road, public roads in the Golden Gate Highway District's jurisdiction. The highway district has submitted comments regarding site visits to address site distancing issues from the private road access onto Batt Corner (Attachment D). As a condition of approval, Golden-Gate Highway District #3 approval is required. Evidence of approval will be the district's signature on the final plat.
8. Post-development stormwater run-off is to be contained within two stormwater retention ponds within easements on Lots 4 and 12. Access to the drainage pond on Lot 4 will be provided via existing ditch easement access which will require irrigation district approval. Maintenance of the ponds will be the responsibility of the Flying Arrow Landing Homeowner's Association.

9. The property has water rights available from the Wilder Irrigation District. The District's box gravity feeds water in an underground pipe to a pressurized pump station on the property. The preliminary plat identifies the pressurized irrigation line main and service locations for each lot. As a condition of approval, irrigation district approvals of water delivery and drain modification are required before the Board signs the final plat (Exhibit 9, Staff Report). The plat also shows a new pump station and irrigation piping for the adjacent neighbor (R37244) per the agreement between the developer and neighbor (Exhibit 2c, Staff Report).
 - a. As a condition of approval, Wilder Irrigation District or Boise Project Board of Control approval is required to use the ditch access, and a storm drainage maintenance plan is required and must be recorded either as a maintenance agreement or part of the CC&Rs (Exhibit 9, Staff Report).
10. The development is not located in a floodplain (Flood Zone X, FEMA Panel 16027C0200F).
11. Notice of the public hearing was provided in accordance with CCZO §07-05-01. Affected agencies, including the City of Homedale, were noticed on March 4, 2024. Property owners within 600' from the exterior boundaries of the subject parcel were noticed on March 4, 2024. A newspaper notice was published on March 9, 2023. A notice was posted on the subject property on March 4, 2024.
12. The record includes all testimony, the staff report, exhibits, and documents in Case File No. SD2023-0009.

Conclusions of Law

CCZO Section 07-17-09(5): Preliminary Plat – Board Action

- A. *The board shall consider the commission's recommendation at a noticed public hearing.*
 - a. On November 2, 2023, the Planning and Zoning Commission recommended the denial of SD2023-0009 due to the recommendation of denial to the conditional rezone (CR2023-0006). See Exhibit 11 of the staff report.
 - b. On January 18, 2024, the Board of County Commissioners heard Cases CR2023-0006 and SD2023-0009. After considering the staff report and exhibits, testimony, and exhibits provided during the hearing (Exhibit 14, Staff Report), the Board made a motion to approve Cases CR2023-0006 and SD2023-0009 (Exhibit 15, Staff Report).
- B. *The board shall base its findings upon the evidence presented at the board's public hearing, and within thirty (30) calendar days declare its findings. It may sustain, modify, or reject the recommendations of the commission and make such findings as are consistent with the provisions of this chapter and the Idaho Code. The findings shall specify:*
 1. *The ordinance and standards used in evaluating the application;*
 2. *The reasons for approval or denial; and*
 3. *If denied, the actions, if any, that the applicant could take to gain approval of the proposed subdivision.*

Standard of Review for Subdivision Plat:

- A. Idaho Code, Sections 67- 6513 (Subdivisions);
- B. Idaho Code, Section 31-3805 & 67-6537 (Water Rights/Irrigation Water Delivery);
- C. Idaho Code, Section 22-4503 (Right-to-Farm Act);
- D. Idaho Code, Sections 50-1301 through 50-1329 (Platting);
- E. Canyon County Zoning Ordinance (CCZO), Article 17 (Subdivision Regulations).

- The preliminary plat was found to be complete by the County Engineer (Attachment B) subject to conditions of approval.

F. Canyon County Code Section 09-01-17, Homedale – Area of City Impact Agreement.

- According to Section 09-05-19 of the Canyon Country Code regarding Applicable Ordinances and Standards within the Homedale Area of City Impact (AOCI), Canyon County subdivision ordinance requirements and standards apply in the AOCI. The city waives connection to city service well (Exhibit 6f and 16, Staff Report). The applicant agreed to add curbs and gutters along the private road based on the City's request (Exhibit 2a, Staff Report). Sidewalk improvements are waived.

Conditions of Approval

1. All subdivision improvements (such as drainage, irrigation, curb and sidewalks, and private roads) and amenities shall be bonded or completed prior to the Board of County Commissioner's signature on the final plat.
 - a. Construction drawings and design information for required improvements shall be reviewed and approved by the County Engineer prior to construction commencing.
2. Historic irrigation lateral, drain, ditch flow patterns, and easements shall be maintained unless approved in writing by the local irrigation entity.
3. Development shall comply with irrigation district requirements (Attachment E). Evidence shall include written correspondence from the irrigation district prior to the Board of County Commissioner's signature on the final plat.
 - a. Approvals for the pressurized irrigation system per IC 31-3805 shall be obtained prior to improvement construction.
 - b. The final plat shall remedy the overlapping easements shown in the preliminary plat, especially along the eastern boundary of the subdivision, unless it can be demonstrated that the uses are not in conflict.
 - c. Use of any irrigation/ditch maintenance roads within an irrigation easement must be approved by the local irrigation district.
4. Finish grades at subdivision boundaries shall match existing finish grades. Runoff shall be maintained on subdivision property unless otherwise approved.
5. Development shall comply with the requirements of the local highway district. All comments provided by the highway district shall be addressed prior to final plat approval (Attachment D). Prior to the Board of County Commissioner's signature on the final plat, the highway district signature on the final plat shall be completed.
6. Development shall comply with Southwest District Health requirements. Prior to the Board of County Commissioner's signature on the final plat, Southwest District Health's signature on the final plat shall be completed.
7. Development shall comply with Fire District requirements (Attachment C). Evidence shall include written correspondence from the Fire District prior to the Board of County Commissioner's signature on the final plat.
8. A Road and Water User's Maintenance Agreement for all lots within the development shall be recorded with the Canyon County Recorder's Office prior to the Board signing the final plat.
9. Prior to the Board signing the final plat, an easement or common lot shall be added to provide a United States Postal Service community mailbox unless waived by the United States Postal Service.

10. An irrigation and stormwater retention maintenance plan shall be included in the recorded CC&Rs prior to the signing of the final plat by the Board.
11. All conditions of the approved development agreement associated with CR2023-0006 shall be incorporated into the final plat prior to the signing by the Board.


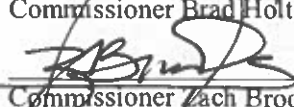
Order

Based upon the Findings of Fact, Conclusions of Law contained herein for Case No. SD2023-0009, the Board of County Commissioners **approve** Case No SD2023-0009, a preliminary plat for Flying Arrow Landing Subdivision subject to conditions of approval as enumerated herein.

DATED this 17 day of April, 2024.

CANYON COUNTY BOARD OF COMMISSIONERS

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

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	/	_____	_____
<u>did not participate</u> _____ Commissioner Brad Holton	_____	_____	_____
 _____ Commissioner Zach Brooks	X	_____	_____

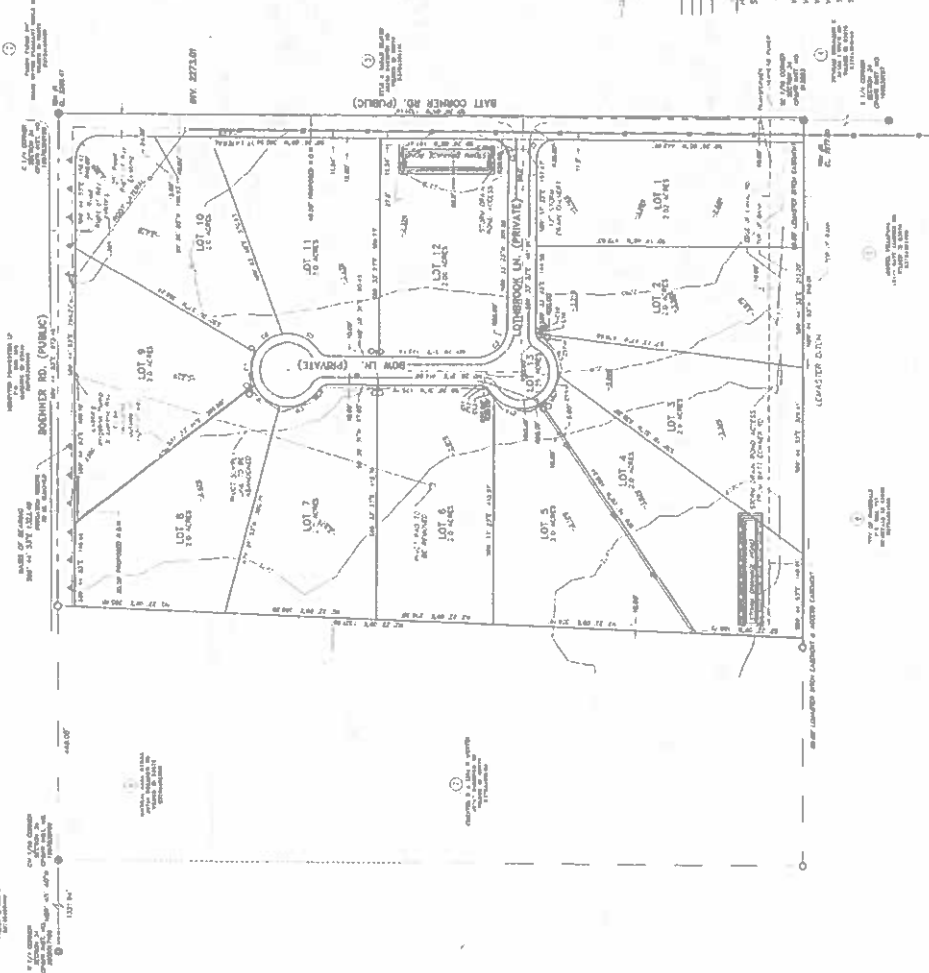
Attest: Rick Hugaboom, clerk
By: [Signature]
Deputy

Date: 4-17-24

ATTACHMENT A

FLYING ARROW LANDING
SUBDIVISION PRELIMINARY PLAT

A PORTION OF THE NE 1/4 SW 1/4
OF SECTION 34, TOWNSHIP 4 NORTH,
RANGE 3 WEST, BOISE MERIDIAN,
CANYON COUNTY, IDAHO
2021



CURVE TABLE

CHORD LENGTH	RADIUS	DELTA	TANGENT CHORD	CHORD BEARING	
C1	421.3	33.00	805.034	42.43	S45.29° 20' 42.00" E 830.281 287° 6"
C2	683.7	55.00	895.034	37.89	S44.13° 19' 36.00" E 844.137 137° 0"
C3	1070.0	30.00	330.000	18.45	S79.29° 33' 51.00" E 329.29 327° 37"
C4	305.88	65.00	395.040	66.87	N08.31° 29' 42.00" E 395.31 287° 0"
C5	60.00	45.00	32.384	81.85	N07.45° 50' 00" E 32.38 287° 45 30"
C6	60.00	45.00	32.384	81.85	S09.19° 00' 00" E 32.38 187° 00"
C7	79.19	65.00	69.663	74.36	S22.40° 00' 00" E 69.66 287° 40 00"
C8	305.88	30.00	895.034	18.46	S45.29° 33' 51.00" E 830.28 327° 37"
C9	421.3	33.00	805.034	42.43	S45.29° 20' 42.00" E 830.28 287° 6"
C10	305.88	65.00	395.040	66.87	N08.31° 29' 42.00" E 395.31 287° 0"
C11	60.00	45.00	32.384	81.85	N07.45° 50' 00" E 32.38 287° 45 30"
C12	60.00	45.00	32.384	81.85	S09.19° 00' 00" E 32.38 187° 00"
C13	79.19	65.00	69.663	74.36	S22.40° 00' 00" E 69.66 287° 40 00"
C14	305.88	30.00	895.034	18.46	S45.29° 33' 51.00" E 830.28 327° 37"
C15	421.3	33.00	805.034	42.43	S45.29° 20' 42.00" E 830.28 287° 6"
C16	79.19	65.00	69.663	74.36	S22.40° 00' 00" E 69.66 287° 40 00"
C17	305.88	65.00	395.040	66.87	N08.31° 29' 42.00" E 395.31 287° 0"
C18	60.00	45.00	32.384	81.85	N07.45° 50' 00" E 32.38 287° 45 30"
C19	60.00	45.00	32.384	81.85	S09.19° 00' 00" E 32.38 187° 00"
C20	79.19	65.00	69.663	74.36	S22.40° 00' 00" E 69.66 287° 40 00"

LOT COUNT
1 - 127 BOUNDABLE LOTS
128 - 130 UNBOUNDABLE LOTS
TOTAL LOTS: 130
TOTAL ACRES: 27.17

DEVELOPER:
MARTIN MAESTREJUAN
18257 BATTI CORNER RD,
WILDER, IDAHO 83676
(773) 741-7559

- LEGEND
- Existing Survey
 - Proposed Survey
 - Right-of-Way
 - Easement
 - Utility
 - Storm Drain
 - Road
 - Other
- NOTES
1. Subdivision plat shall conform to the applicable zoning regulations in effect at the time of recording, or as amended by resolution of the local governing body.
 2. Any modification of the plat shall comply with the applicable zoning regulations in effect at the time of recording.
 3. The plat shall show the location and extent of all easements, rights-of-way, and other interests in land.
 4. The plat shall show the location and extent of all utility lines and storm drains.
 5. The plat shall show the location and extent of all roads and other public facilities.
 6. The plat shall show the location and extent of all other public facilities.
 7. The plat shall show the location and extent of all other interests in land.
 8. The plat shall show the location and extent of all other public facilities.
 9. The plat shall show the location and extent of all other public facilities.
 10. The plat shall show the location and extent of all other public facilities.

PROJECT BENCHMARKS

- 1. BATTI CORNER RD. (8.46' WIDE) - 100% RECONSTRUCTED
- 2. BOEHMER RD. (8.46' WIDE) - 100% RECONSTRUCTED
- 3. LE MASTER DITCH (8.46' WIDE) - 100% RECONSTRUCTED

GRAPHIC SCALE



MARTIN MAESTREJUAN
PRELIMINARY PLAT
773 741 7559
18257 BATTI CORNER RD
WILDER, IDAHO 83676
INTERMOUNTAIN ENGINEERING P.C.
1201 N. 100th PL
2021





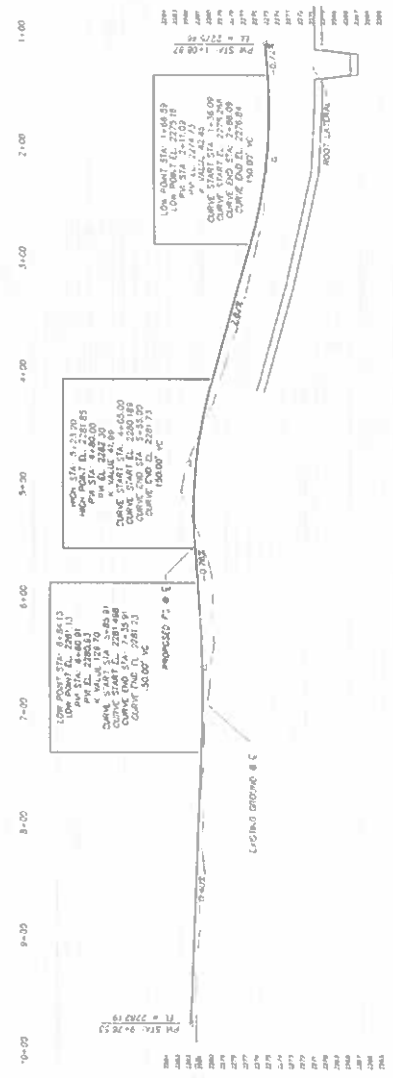
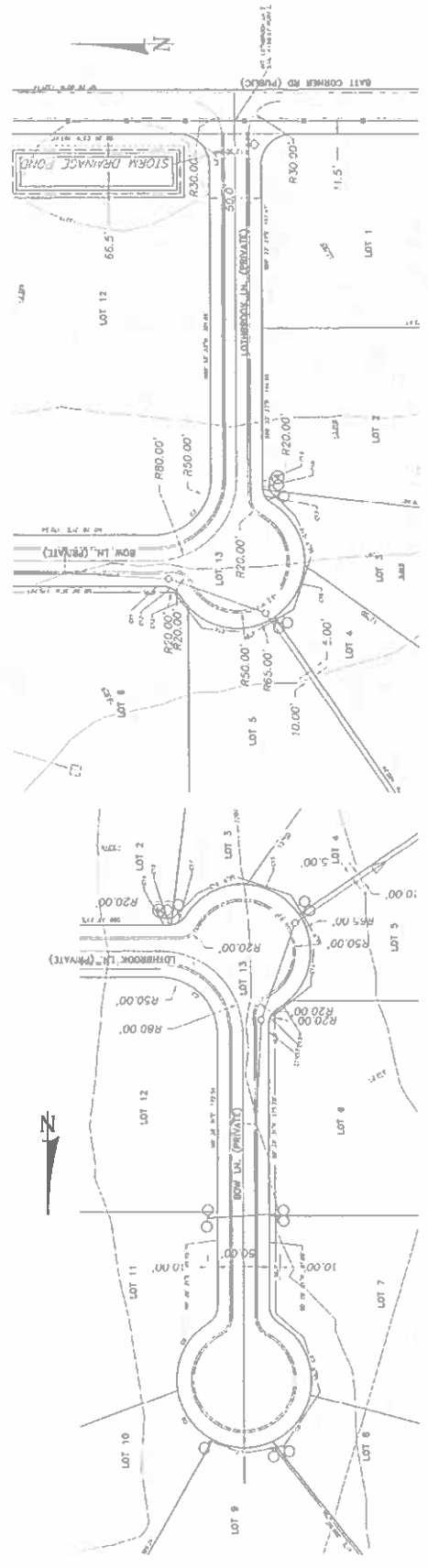
FLYING APPROX LANDING SUBDIVISION
 GRAVING & DRAINAGE PLAN
 DATE: 05/14/2009
 SCALE: 1" = 40'

MARTIN MAESTRESJVAN
 ENGINEER
 18927 BATT CORNER RD.
 MILDER, IDAHO 83626
 (208) 741-2099

INTERMOUNTAIN ENGINEERING, P.C.
 4300 N. 1000 E. SUITE 100
 TWIN FALLS, IDAHO 83421
 (208) 741-1875

NO.	DATE	DESCRIPTION
1	05/14/09	FINAL GRAVING & DRAINAGE PLAN
2	05/14/09	FINAL GRAVING & DRAINAGE PLAN
3	05/14/09	FINAL GRAVING & DRAINAGE PLAN
4	05/14/09	FINAL GRAVING & DRAINAGE PLAN
5	05/14/09	FINAL GRAVING & DRAINAGE PLAN

- Boundary Line
- Setback Line
- Construction Line
- Right-of-Way Line
- Top of Bank
- Proposed Lot Line
- Property Line
- Contour Line



GRAPHIC SCALE



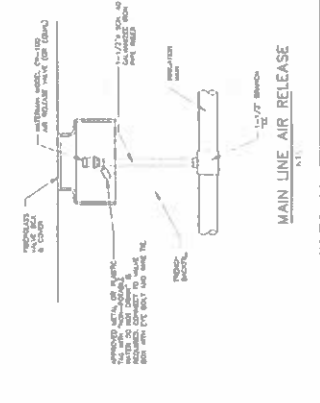
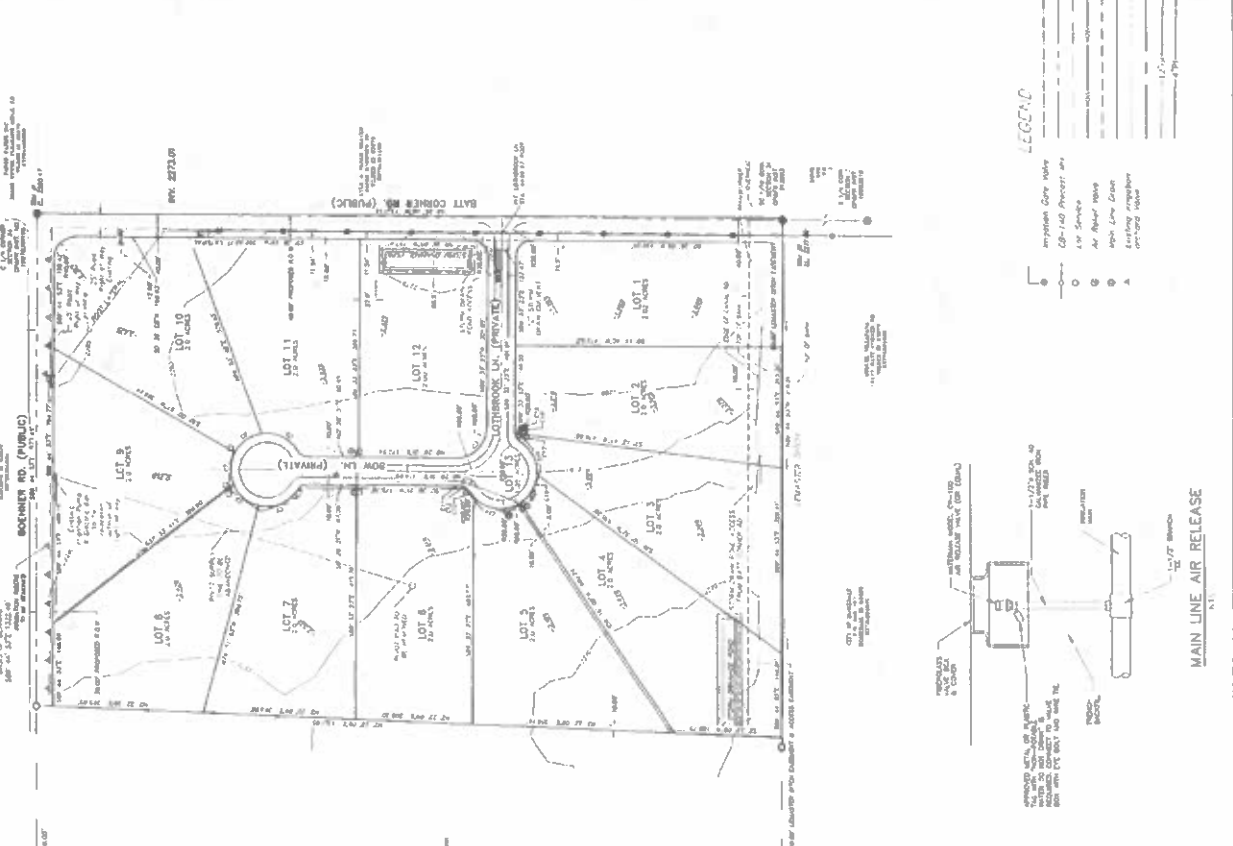
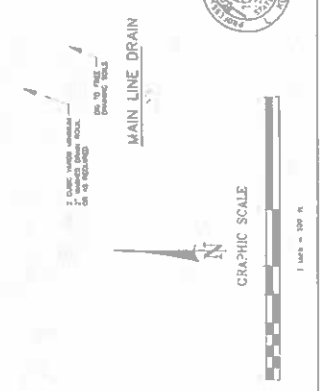
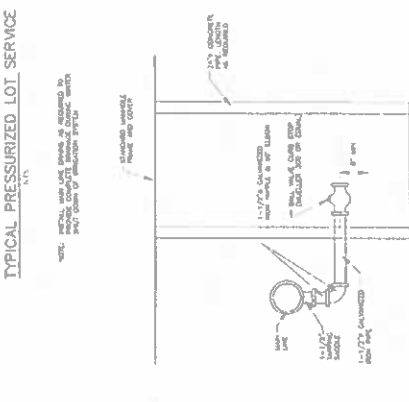
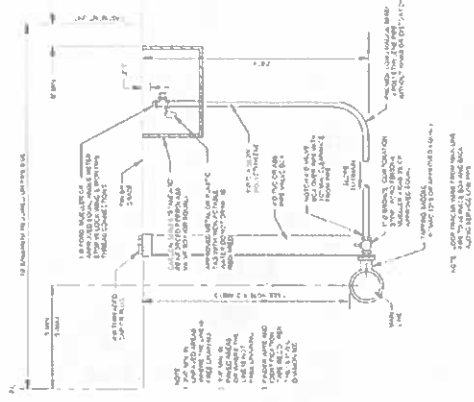
1" = 40'



PLANNING DIVISION
 PRELIMINARY IRRIGATION PLAN
 MARTIN MAESTRI
 18252 BAIT CORNER RD.
 MERRILL, IDAHO 83626
 (202) 741-7028

INTERMOUNTAIN ENGINEERING P.C.
 601 W. FIFTH ST. SUITE 200
 BOZEMAN, MONTANA 59717
 (406) 552-1234

NO.	DATE	DESCRIPTION
1	10/15/11	ISSUED FOR PERMIT
2	11/15/11	REVISED PER COMMENTS
3	12/15/11	REVISED PER COMMENTS
4	01/15/12	REVISED PER COMMENTS
5	02/15/12	REVISED PER COMMENTS
6	03/15/12	REVISED PER COMMENTS
7	04/15/12	REVISED PER COMMENTS
8	05/15/12	REVISED PER COMMENTS
9	06/15/12	REVISED PER COMMENTS
10	07/15/12	REVISED PER COMMENTS
11	08/15/12	REVISED PER COMMENTS
12	09/15/12	REVISED PER COMMENTS





Canyon County, 111 North 11th Avenue, #310, Caldwell, ID 83605
 ▪ Engineering Division ▪

Preliminary Plat Check-List

Applicant: Martin Maestrejuan	Case Number: SD2023-0009
Subdivision Name: Flying Arrow	Plat Date (Review #): 9/11/2023 (2)

CANYON COUNTY CODE OF ORDINANCES 07-17-09

The information hereinafter required as part of the preliminary plat submitted shall be shown graphically or by note on plans, and may comprise several sheets showing various elements or required data. *Italicized items are supplemental to CCZO 07-17-09.*

GENERAL REVIEW ITEMS	<u>Meets Code / Comments</u>
1. Complete initial review of all information given graphically and by note on the plat	<input checked="" type="checkbox"/>
2. Check for compliance with FCOs and/or Development Agreement from entitlement process if applicable	<input checked="" type="checkbox"/> DA Submitted, CR running concurrently to this application
3. Check for compliance with CCO Chapter 9 - Areas of City Impact. Chapter 9 lists requirements unless waived.	<input checked="" type="checkbox"/> Per CCZO 09-05-19 Canyon County subdivision ordinance is applicable in Homedale's AOI.
4. Check for applicable agency comment. These comments could have been made at the entitlement stage or after.	<input checked="" type="checkbox"/> No agency comment for new application as of 9/12/23 Some agency comments from previous applications for the subject parcel were reviewed
5. Make note of agencies that should be noticed if not typically included on the notice list and pass information along to planner	<input checked="" type="checkbox"/>

Items A through E below are directly from CCZO 07-17-09. Italicized items are checklist items related to requirements found in ordinance and may not be strictly required.

A. FORM OF PRESENTATION	<u>Meets Code / Comments</u>
1. Scale of Drawing (No more than 1"=100' unless approved by DSD prior to submission)	Meets Code
2. Size of Drawing (No larger than 24' x 36") <ul style="list-style-type: none"> Obtain electronic version of all submittals 	Meets Code
B. IDENTIFICATION AND DESCRIPTIVE DATA	<u>Meets Code / Comments</u>
1. Proposed name of subdivision and its location by section, township, and range <ul style="list-style-type: none"> Name of sub needs to be reserved through DSD GIS 	Meets Code
2. Reference by dimension and bearing to a section corner or quarter section corner	Meets Code
3. Name, address and phone number of developer	Meets Code
4. Name address and phone number of the person preparing the plat	Meets Code
5. North arrow	Meets Code
6. Date of preparation	Meets Code
7. Revision block showing dates if any revisions subsequent to the original preparation date. The revision block shall be part of the title block which shall be placed along the right edge of the drawing sheet.	Meets Code
8. Vicinity map drawn to scale, clearly showing proposed subdivision location in relationship to adjacent subdivisions, main arterial routes, collector streets, etc. <ul style="list-style-type: none"> Check for consistency between pre-plat and vicinity map 	Meets Code

C. EXISTING CONDITIONS DATA	<u>Meets Code / Comments</u>
1. 2 Foot Contours shown unless otherwise approved; show all areas in excess of 15% slope	Meets Code
2. Location of water wells, streams, canals, irrigation laterals, private ditches, washes, lakes or other water features; direction of flow; location and extent of known areas subject to inundation.	Meets Code pending a few minor drafting updates
3. Location, widths and names of all platted streets, railroads, utility rights of way of public record, public areas, permanent structures to remain including water wells and municipal corporation lines within or adjacent to the tract <ul style="list-style-type: none"> Future use of remaining wells, if applicable 	Meets Code
4. Name, book and page numbers of any recorded adjacent subdivisions having a common boundary with the tract	N/A

<p>5. Existing zoning classification, by note</p> <ul style="list-style-type: none"> Proposed zoning, by note, if new zoning is being proposed concurrently with pre-plat application 	<p>Meets Code</p>
<p>6. Approximate acreage of the tract, by note</p>	<p>Meets Code</p>
<p>7. Boundary dimensions of the tract</p>	<p>Meets Code</p>
<p>8. Names and addresses of adjoining property owners within three hundred (300) feet of the exterior boundary of the tract</p>	<p>Meets Code</p>
<p>D. PROPOSED CONDITIONS DATA</p>	<p><u>Meets Code / Comments</u></p>
<p>1. Road layout, including location, width and proposed names of roads, alleys, pathways, easements, and roadway connections, if any, to an adjoining platted tract</p> <ul style="list-style-type: none"> Confirmation that highway district will allow proposed access if new access is on an arterial. Check alignment of stub streets with adjacent developments, if applicable Private roads shall not have direct access to arterials or local roads within a platted subdivision (ACCHD 2020.040) Private road names need to be reserved through DSD GIS. Private roads require a separate application. Public road names must be checked for availability with DSD GIS If typical sections are shown make sure they are consistent with what will be required 	<p>Meets Code</p> <p>Private roads and driveways will need to be constructed to requirements of 07-10-03. Which includes approval from fire district.</p>
<p>2. Typical lot dimensions including curvilinear data to scale; each lot numbered individually; total number of lots by type and grand total. A private road must be a lot.</p> <ul style="list-style-type: none"> Curve table is present and matches data shown graphically Minimum lot size Average lot size (calculated as total residential area divided by the number of residential lots) Check block numbering Consider any phasing shown 	<p>Meets Code</p> <p>Pending small update to note 9</p>
<p>3. Location, width and use of easements</p> <ul style="list-style-type: none"> Provide documentation of or reference to any existing easements, especially access easements for existing parcels that are part of the plat. Show easements for all shared infrastructure 	<p>Meets Code</p>
<p>4. Designation of all land to be dedicated or reserved for public use with use indicated</p>	<p>N/A</p>
<p>5. If plat includes land for which multi-family, commercial, or industrial use is proposed, such areas shall be clearly designated together with existing zoning classification and status of zoning change, if any</p>	<p>N/A</p>

6. If the proposed subdivision is part of a larger area intended for development, a development master plan of the entire area shall be provided	N/A
<p>7. Appropriate information that sufficiently details the proposed development within any special development area such as hillside, PUD, flood plain, cemetery, manufactured home, large scale development, hazardous and unique areas of development</p> <ul style="list-style-type: none"> • <i>Check mapping layers for above special development items. Include wetland and natural drainage ways.</i> • <i>Consider recommended conditions related to special development areas and related reports</i> 	Meets Code
8. All roads must be labeled as either "private" or "public" behind or beneath the road name	Meets Code
E. PROPOSED UTILITY METHODS	Meets Code / Comments
<p>1. Sewage: A statement as to the type of proposed sanitary sewage facilities</p> <ul style="list-style-type: none"> • <i>Preliminary location/layout of proposed sewage facilities</i> • <i>Nutrient-Pathogen study if required by SWDH</i> • <i>If sewage facilities will be shared, provide preliminary arrangements for future operation and maintenance of the facilities, including financial arrangements. Also include preliminary sewer plan. DSD should complete high level feasibility review of shared utilities</i> 	Meets Code
<p>2. Water Supply: A statement as to the type of proposed water supply facilities</p> <ul style="list-style-type: none"> • <i>Preliminary location/layout of proposed potable water facilities</i> • <i>If potable water facilities will be shared, provide preliminary arrangements for future operation and maintenance of the facilities, including financial arrangements. Also include preliminary potable water plan. DSD should complete high level feasibility review of shared utilities</i> 	Meets Code
<p>3. Storm Water Disposal: A statement as to the type of storm water disposal facilities which may include evidence as may be required relative to the design and operation of proposed storm water system</p> <ul style="list-style-type: none"> • <i>Include statement that all storm water shall be retained on site, if appropriate</i> • <i>Consider any required protection for roadside swales during home construction and/or long-term protection from landscaping, roadside parking, regrading/filling swale, ect</i> • <i>Maintenance easements for storm drain facilities treating drainage from public roads should be in place</i> 	Meets Code
<p>4. Irrigation System: A statement as to the proposed irrigation system, which may include evidence as may be required relative to the design and operation of any proposed irrigation system</p>	<p>Meets Code</p> <p>Is there any anticipated issues with shoulder season irrigation needs for ≈2</p>

<ul style="list-style-type: none"> • Irrigation Supply And Distribution Systems: The developer shall disclose, pursuant to Idaho Code section 31-3805, and file as part of the preliminary plat with DSD, evidence that an adequate irrigation supply and distribution system to serve the land within the plat to be recorded will be provided and must include consideration of using existing water rights that go with the land being platted. Such evidence shall include, but not be limited to, the following: <ul style="list-style-type: none"> - Copies of the plans of the proposed distribution system for the lots and areas to be served in the proposed development; and - Copies of the community association's or similar organization's documents which may be required precedent to the establishment of an irrigation distribution system within the proposed development. 	<p>acre lots given the limitations in the domestic exemption (< 0.5 acre yards)?</p>
--	---

<p>5. Utility Easement: The utility easement width shall be a minimum of ten (10) feet from the exterior boundaries and five (5) feet from the interior boundaries. Utility easements shall be shown graphically on the plat.</p>	<p style="text-align: center;">Meets Code</p> <p>There seems to be some overlapping easements, especially along the eastern boundary of the subdivision. For example, will the owner/users of Root lateral allow the required 10 ft utility easement to be located within the Root Lateral easement or should they be stacked? And the 10 ft utility easement along the eastern boundary of lot 12 is overlapped entirely by the storm pond easement and the Root Lateral easement.</p> <p>See recommended condition of approval #3b.</p>
--	--

CURRENT RECOMMENDED CONDITIONS

1. Finish grades at subdivision boundaries shall match existing finish grades. Runoff shall be maintained on subdivision property unless otherwise approved.
2. Development shall comply with requirements of the local highway district. Evidence shall include written correspondence from the highway district prior to the first public hearing held for the preliminary plat and highway district signature on the final plat.
3. Development shall comply with irrigation district requirements. Evidence shall include written correspondence from the irrigation district prior to the first public hearing held for the preliminary plat and prior to Board of County Commissioner's signature on the final plat.
 - a. Approvals for the pressurized irrigation system per IC 31-3805 shall be obtained prior to improvement construction.
 - b. The final plat shall remedy the overlapping easements shown in the preliminary plat, especially along the eastern boundary of the subdivision, unless it can be demonstrated that the uses are not in conflict.

4. Development shall comply with Southwest District Health requirements. Evidence shall include written correspondence from the Southwest District Health prior to the first public hearing held for the preliminary plat and Southwest District Health signature on the final plat.
5. Development shall comply with Fire District requirements. Evidence shall include written correspondence from the Fire District prior to the first public hearing held for the preliminary plat and prior to Board of County Commissioner's signature on the final plat.
6. After preliminary plat approval applicant shall provide GIS data containing georeferenced lot line and roadway linework to be included in Development Services GIS mapping.
7. Construction drawings and design information for required improvements shall be reviewed and approved by the County Engineer prior to construction commencing.

FOR DEVELOPMENT SERVICES INTERNAL USE ONLY

Date Reviewed	Reviewer
8/28-9/5 2023	Devin Krasowski + Ivan Kowalczyk
9/12/23	Devin Krasowski

COMPLIANCE WITH CONDITIONS OF APPROVAL:

Concurrent with CR2023-0006 DA conditions pending

Pink	Planning
Blue	Planning & Engineering
Green	Engineering

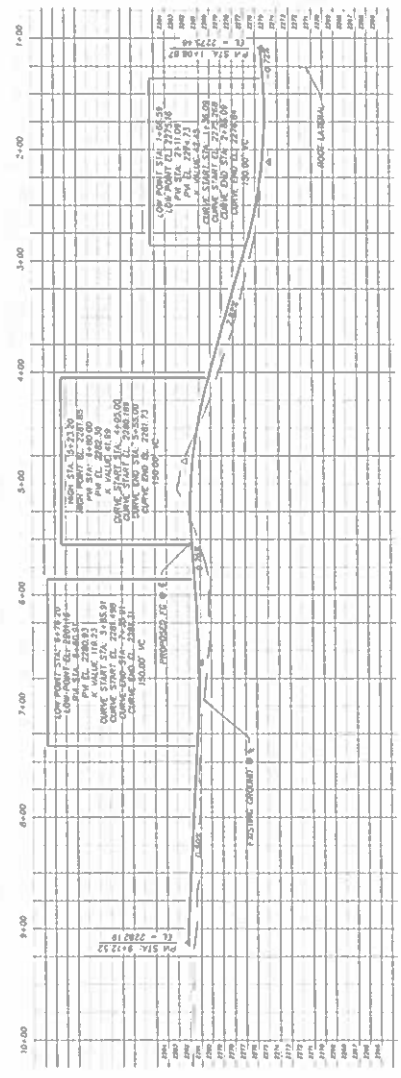
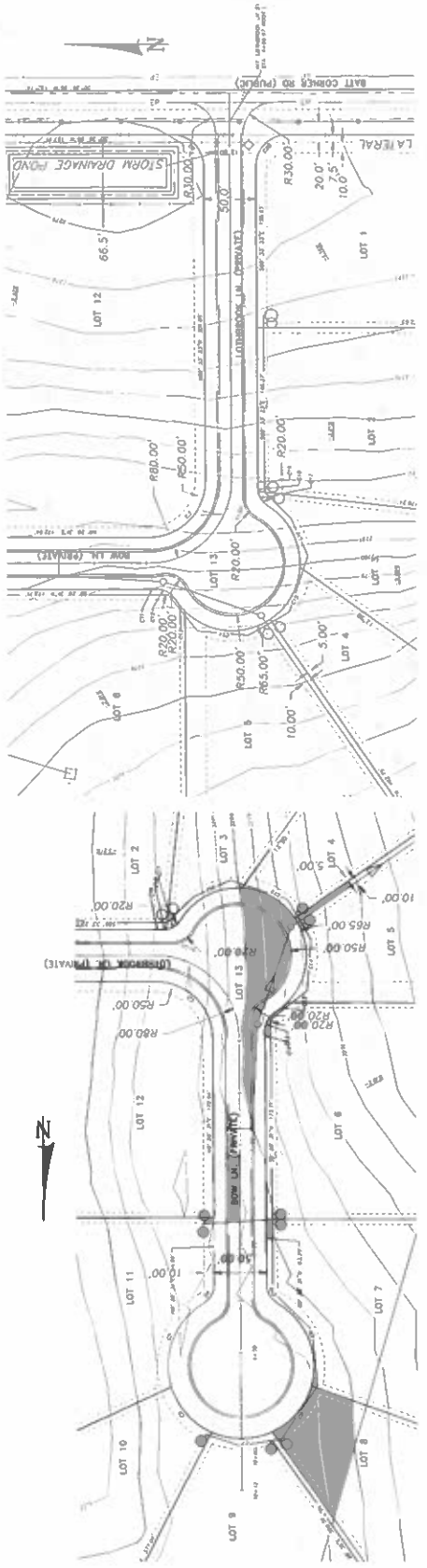
JOB NO. WSR2414
 CLIENT
 MARTIN MAESTREJUAN
 12257 BAIT CORNER RD.
 WILDER, IDAHO 83676
 (275) 741-7028

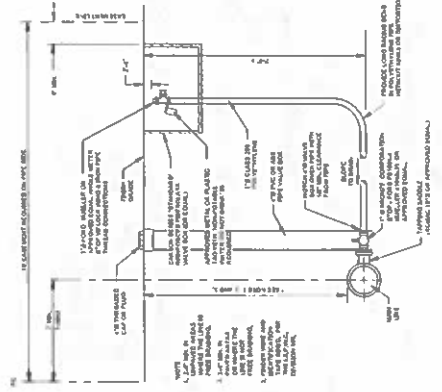
INTERMOUNTAIN ENGINEERING PC
 2401 SOUTH BAYVIEW BLVD. SUITE 100
 (208) 941-1242
 (208) 490-2499 FAX

DATE	BY	REVISION
11-18-21	JK	1. SUBMITTED FOR REVIEW
7-15-21	JK	2. PREPARED FOR REVIEW
7-15-21	JK	3. PREPARED FOR REVIEW
7-15-21	JK	4. PREPARED FOR REVIEW
7-15-21	JK	5. PREPARED FOR REVIEW
7-15-21	JK	6. PREPARED FOR REVIEW
7-15-21	JK	7. PREPARED FOR REVIEW
7-15-21	JK	8. PREPARED FOR REVIEW
7-15-21	JK	9. PREPARED FOR REVIEW
7-15-21	JK	10. PREPARED FOR REVIEW
7-15-21	JK	11. PREPARED FOR REVIEW
7-15-21	JK	12. PREPARED FOR REVIEW
7-15-21	JK	13. PREPARED FOR REVIEW
7-15-21	JK	14. PREPARED FOR REVIEW
7-15-21	JK	15. PREPARED FOR REVIEW



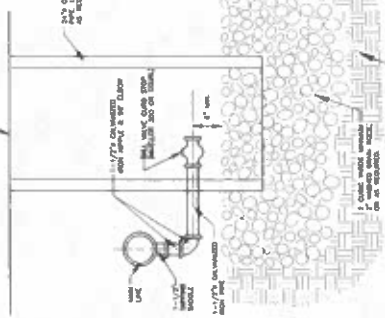
- LEGEND**
- Boundary Line
 - Center Line
 - Easement Line
 - Right-of-Way Line
 - Top of Bank
 - Proposed Lot Line
 - Property Line
 - Contour





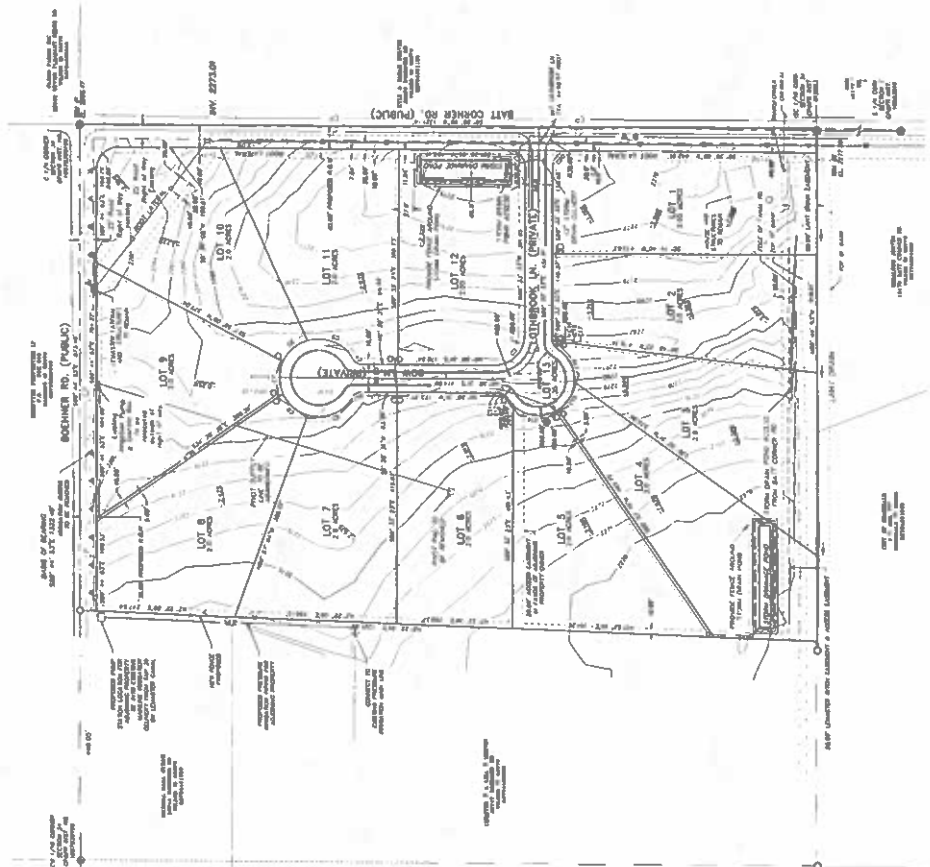
TYPICAL PRESSURIZED LOT SERVICE

NOTE: SEE SPECIFICATIONS FOR MATERIALS AND CONSTRUCTION OF PRESSURIZED LOT SERVICE.



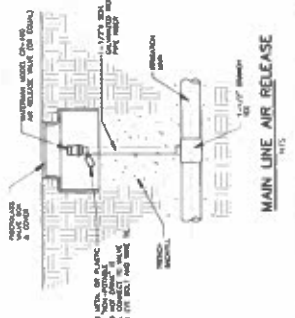
MAIN LINE DRAIN

GRAPHIC SCALE
1" = 100'



LEGEND

Boundary Line	Section Line	Right-of-Way Line	Proposed Lot Line	Contour	Existing Grassy Impervious Area
Proposed Lot Line	Lot Service	Main Line Drain	Pressure-Reducing Valve	Pressure Impervious Area	



MAIN LINE AIR RELEASE



Chris Wolf
Commissioner Dist 1

Brandon Badiola
Commissioner Dist 2

Mike Gooding
Commissioner Dist 3

WILDER RURAL FIRE PROTECTION DISTRICT

601 Patriot Way
Wilder, ID 83676

208-482-7563



Steve Rhodes
Fire / EMS Chief

Chad Christiansen
Assistant Chief

Jeanne Maloney
Secretary

September 26, 2023

Ivan Kowalczyk
Canyon County Development Services
111 North 11th Avenue, Suite 140
Caldwell, ID 8305

Subject: Case # CR2023-0006/SD2023-0009
Applicant: Martin Maestrejuan

Dear Ivan:

Wilder Rural Fire Protection District is in receipt of a letter dated 9/21/2023 from Pam Dilbeck, requesting that we provide comments about the subject case.

The applicant is requesting a rezone of 27.17 acres from Agricultural to a Rural Residential zone and he intends to have 12 residential lots with one private road lot on the property.

In order to approve the access roads, the applicant must provide a site plan (plat) of the subdivision which outlines the proposed 12 residential lots, while adhering to the International Fire Code. Wilder Fire District recommends a secondary emergency exit for emergency vehicle use and appropriate turnarounds and main road needs to meet all driving material requirements and approval before any building can begin.

If you have any questions, don't hesitate to call me at 208-482-7563.

Sincerely,

Chad Christiansen

CC/jmm



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

May 16, 2023

Canyon County Development Services Department
Attn: Ivan Kowalczyk, Planner
111 North 11th Ave., Ste. 310
Caldwell, ID 83605
Phone: (208)454-7459
Email: ivan.kowalczyk@canyoncounty.id.gov

RE: Case Name: Maestrestrejuan, Case Number: CR2023-0006, Parcel #: R37244011

Mr. Kowalczyk:

On behalf of the Golden Gate Highway District No. 3 (GGHD), J-U-B Engineers, Inc. has reviewed the subject Conditional Rezone submitted to GGHD in an email dated May 15, 2023. The subject parcel is located on the southwest corner of the intersection of Boehner Road and Batt Corner Road in portions of the NE1/4SW1/4, Section 34, T4N, R5W, BM.

The application requests a rezone of Parcel #R37244011 from A (Agricultural) to R-R (Rural Residential) for the entire property, 27.17 acres, with the purpose of creating a 12-lot subdivision via the subdivision process. A preliminary plat has been submitted concurrently with the rezone request. Proposed access for the subdivision would be from Batt Corner Road to a private road in the subdivision. Batt Corner Rd is a Minor Collector according to the GGHD's 2019 Functional Classification Map.

At this time, and based upon said written information provided with the application, the following findings and conditions of approval apply:

1. Proposed access on Batt Corner Rd to meet the rural roadway spacing requirements of Section 3061.010 and applicable standard drawings of the ACCHD Standards.
2. It appears legal access is available to the property for the requested use.
3. It does not appear any undue interference with existing or future traffic patterns will be created by the requested use.
4. A site visit by GGHD representatives is required to address possible site distance issues, if any.

GGHD reserves the right to provide amended comments/conditions of approval in the event of application revision or when additional information becomes available.

GGHD requests Canyon County Development Services incorporate these comments and any subsequent comments into proposed Conditions of Approval for consideration/approval by Canyon County.

Respectfully,

Christopher S. Pettigrew, P.E.
Project Manager/Engineer, Transportation Services Group
Technical Resources Team Lead (Central)

CC: Bob Watkins, GGHD Director of Highways

DONALD BARKSDALE
CHAIRMAN OF THE BOARD

FRED BUTLER
VICE CHAIRMAN OF THE BOARD

ROBERT D. CARTER
PROJECT MANAGER

THOMAS RITTHALER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

MARY SUE CHASE
ASSISTANT SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

OPERATING AGENCY FOR 167,000
ACRES FOR THE FOLLOWING
IRRIGATION DISTRICTS

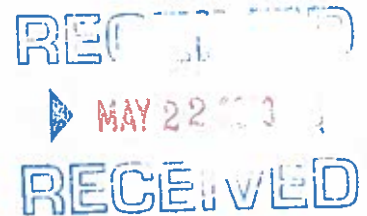
NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

TEL (208) 344-1141
FAX (208) 344-1437

17 May 2023

Canyon County DSD
111 North 11th Ave., Ste. 140
Caldwell, Idaho 83605

RE: Martin Maestrejuan CR2023-0006/SD2023-0009
18257 Batt Corner Rd
Wilder Irrigation District W-1156-2
Lemaster Lateral 03+60, Root lateral and Laht Drain
Sec.34, T4N, R5W, BM.



Ivan Kowalczyk:

The United States' Lemaster and Root Lateral along with the Laht Drain lies within the boundary of the above-mentioned location. The easement for these facilities is held in the name of the United States through the Bureau of Reclamation under the authority of the Act of August 30, 1890. (26 Stat. 391; 43 U.S.C. 945)

The Boise Project Board of Control is contracted to operate and maintain these facilities. We assert the federal easement 20 feet southwest and 20 feet northeast of the Lemaster Lateral, 20 feet east and 20 feet west of the Root Lateral and 50 feet north and 50 feet south of the Laht Drain from the facilities centerline. Whereas this area is for the operation and maintenance of our facilities, no activity should hinder our ability to do so.

The Boise Project does not approve landscaping other than gravel within its easements, as this will certainly increase our cost of maintenance. All easements must remain a flat drivable surface.

Fencing, gates and pathways (as may be required) must be constructed just off the canal easement, to ensure public safety and prevent encroachments. No exceptions will be granted.

Parking lots, curbing, light poles, signs, etc. and the placing of asphalt and/or cement over Project facility easements must be approved by Boise Project Board of Control prior to construction.

Project facilities and/or easements that parallel, and are within and/or intended to be within road right-of-ways due to any development of this property must be relocated outside of road right-of-ways. The easements of Boise Project facilities will remain the same unless agreed upon and/or approved with written permission from Boise Project Board of Control.

The construction of any roadway crossings must be conducted only during the non-irrigation season when the canal is dewatered. In any case no work shall take place within the easement before the proper crossing agreements have been secured through the Bureau of Reclamation and the Boise Project Board of Control.

Utilities planning to cross any project facility must do so in accordance with the master policies now held between the Bureau of Reclamation and most of the utilities. In any case, no work shall take place within the easement before proper crossing agreements have been secured through both the Bureau of Reclamation and the Boise Project Board of Control.

Crossing agreements must be secured and signed by all parties prior to March 1st of each year. A time schedule for the construction to be done during the non-irrigation season must be approved by Boise Project prior to any activity within Project easements. No construction will be allowed within the easement boundaries of the Boise Project Board of Control facilities after March 15th of each year. However, on a case-by-case basis, overhead utilities and utilities boring underneath a Project facility may be allowed after March 15th if reviewed and approved by the Boise Project.

The piping and relocation of any Lateral, Canal and/or Drain must be reviewed and approved by the Project and the Bureau of Reclamation and is to include all appurtenant boxes and/or structures and must be warranted by the landowner/developer/contractor for a period of (5) five-years. The Warrantee Agreement must be secured prior to ANY disturbance of that facility.

Boise Project Board of Control must approve any requests and/or relocation of delivery points prior to construction.

Storm Drainage and/or Street Runoff must be retained on site.

NO DISCHARGE into any live irrigation system is permitted.

Per Idaho Statutes, Title 42, local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement by the landowner, developer and contractors.

This development is subject to Idaho Code 31-3805, in accordance, this office is requesting 1 full size copy of the irrigation and drainage plans.

Wilder Irrigation District and Boise Project will need to be informed as to whom will own and operate any pressure irrigation system.

Wording on the preliminary and final recorded plat needs to state that any proposed and/or future usage of the Boise Project Board of Control facilities are subject to Idaho Statutes, Title 42-1209.

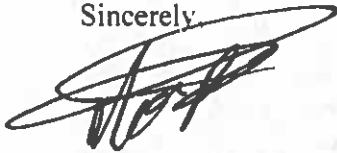
Future preliminary and final plats must call out the Project easements and the plats must also note, which lots have surface irrigation water rights and which lots do not.

Whereas this development is in its preliminary stages, Boise Project Board of Control reserves the right to review plans and require changes when our easements and/or facilities are affected by unknown factors and may be requested during the construction phase as well.

Contractor will be required to contact the Division 5 Watermaster prior to any construction at 208-482-6203 to identify all Boise Project facilities located on the project.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,



Thomas Ritthaler
Assistant Project Manager

tbr/tr

cc: Matt Freelove
Lisa Sweet

Watermaster, Div; 5 BPBC
Secretary – Treasurer, WID

File



Canyon County Code of Ordinances 16-007, Article 10

Director Decision
Private Road Width Reduction – SD2021-0049

Development Services Department

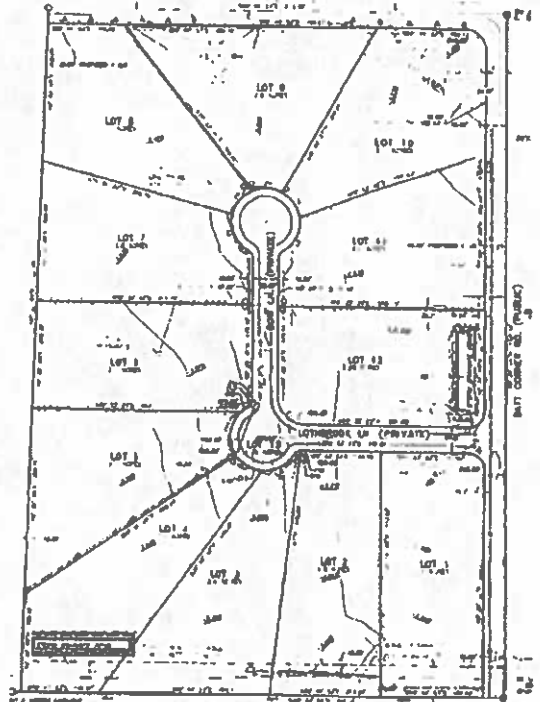
Case Number:	SD2021-0049 - Admin Decision for Flying Arrow Landing Subdivision
Parcel:	R37244011
Property Owner:	Martin Maestrejuan

Request: Martin Maestrejuan. is requesting a private road width reduction for two (2) proposed private roads (Lothbrook Ln. and Bow Ln.) to 50 ft. as part of the preliminary plat application for Flying Arrow Landing Subdivision.

Finding: Pursuant to CCZO §07-10-03(C), a private road shall be shown as a separate, non-buildable lot in accordance with §07-17-31. §07-17-31 requires a minimum private road lot width of sixty feet (60'). The road lot with may be reduced to not less than fifty feet(50') in accordance with §07-10-03 (1) D.

Consistent with Section 07-10-03(1) D of the Canyon County Zoning Ordinance, the private road lot width reduction will provide adequate access to the proposed lots within Flying Arrow Subdivision.

Physical characteristics of the site do not require a width reduction; however, installation of curb & gutter per City of Homedale required a modification to the site design and required a width reduction of the private roads. There is no evidence that the reduction will cause injury, damage or a safety hazard.



Decision: The application to complete an private road width reduction per Section 07-10-03(1)D is **APPROVED**.

Steve Fultz
Steve Fultz, Director

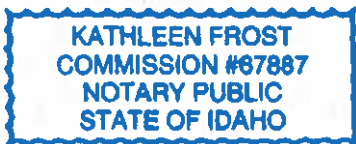
1/19/22
Date

State of Idaho)

SS

County of Canyon County)

On this 19th day of January, in the year of 2022, before me Kathleen Frost, a notary public, personally appeared Stephen Fultz, personally known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he (she)(they) executed the same.



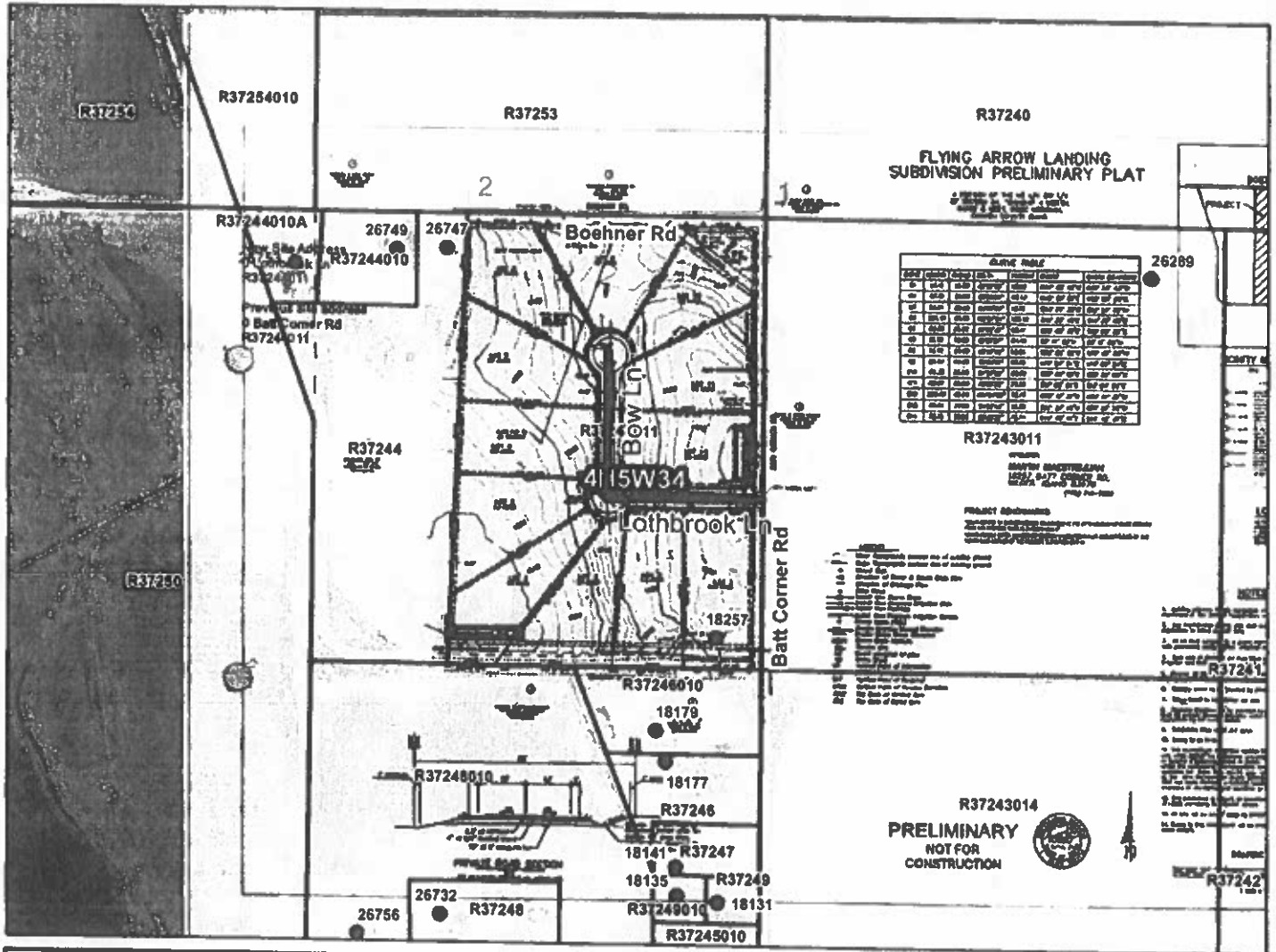
Notary K. Frost
My Commission Expires 6-3-2022

Issuance of a Certificate of Address
CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT
 111 North 11th Avenue, #140, Caldwell, ID 83605
 www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633

Addressing Ordinance § 06-05-19 Authority: This article is authorized by Idaho Code sections 31-714 and 31-828 and article 12, section 2 of the Idaho constitution. (2) Purpose: The purpose of this article is to promote the public health, safety, general welfare, peace, good order, comfort and convenience of the county and the inhabitants thereof and to provide for: A. The coordination of street names and a numbering grid system; B. Coordination of addresses for the quick efficient delivery of emergency services; C. The administration and enforcement of this article by defining the powers and duties of the director.

New Private Roads
Lothbrook Ln & Bow Ln

Effective Date: 10/20/2021
 Address Issued By: TAlmeida



The Canyon County Assessor, Canyon County Sheriff's Office, Canyon County Elections, applicable USPS post office, applicable Fire District, applicable Highway District and interested agencies are notified of the new address. It is the owner's responsibility to place new address numbers or replace old address numbers on the property, mail box and personal information to reflect the address or new address assigned. The display of the address numbers shall be in accordance with Canyon County Addressing Ordinance 06-05-19. The address or address change should reflect within six (6) weeks of date on Canyon County Issuance of Certificate Address. Canyon County assumes no responsibility for the determination of which post office (city) delivers mail to this address.
Addresses are subject to change upon discrepancies with addresses out of sequence and are also subject to change upon driveway location.

Legend

- Address Point
- Caldwell
- Nampa
- Highway
- Interstate
- Roads

SCALE 1 in = 463 feet Map Scale: 1:5,560

The maps are provided "as-is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the user accessing this information. Canyon County, ID makes no warranties.