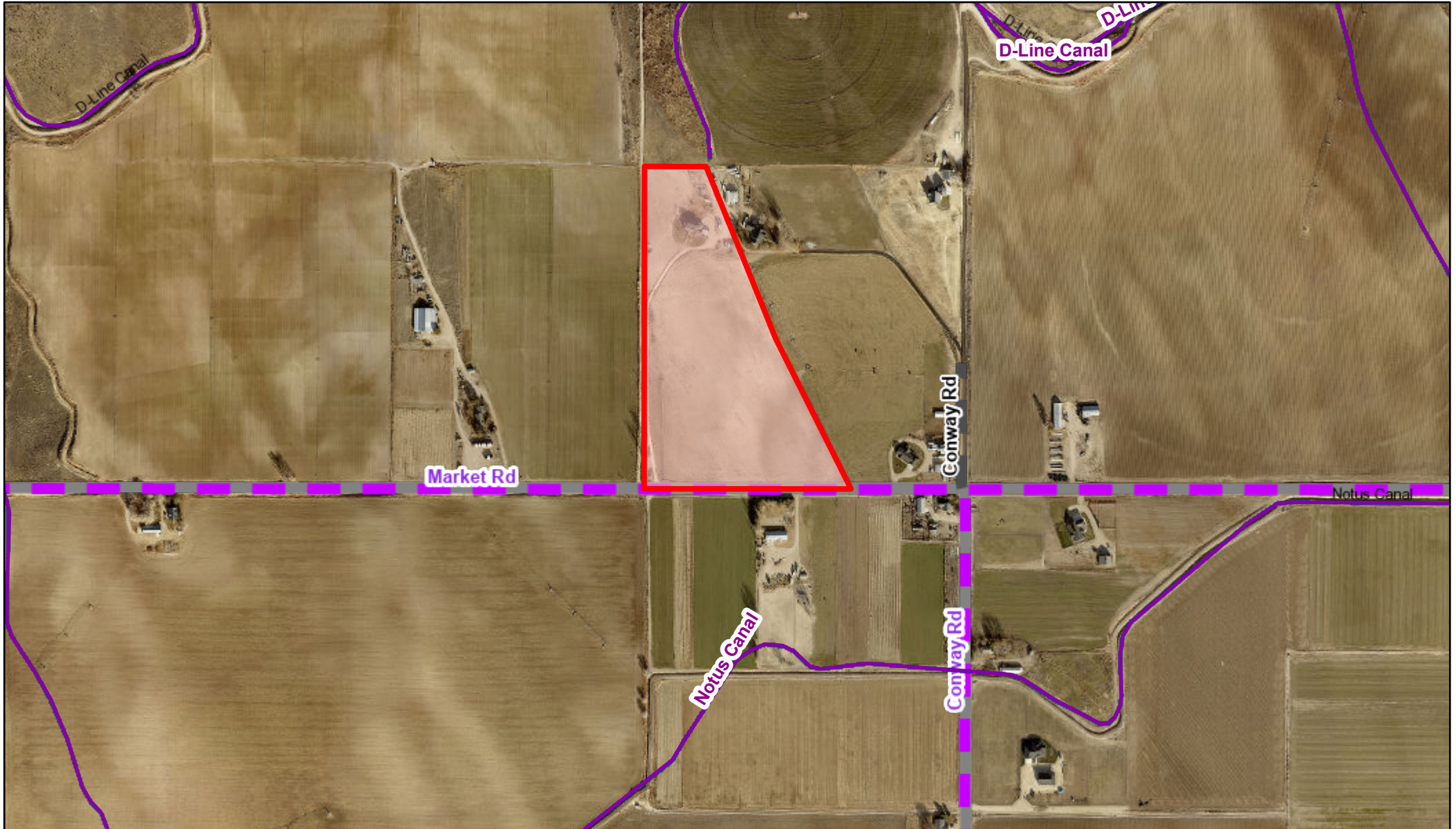
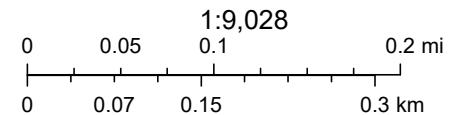


# Canyon County, ID Web Map



6/21/2024, 4:27:59 PM

- |                                                                                                                                     |                                                                                                           |                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <span style="border: 2px solid red; display: inline-block; width: 15px; height: 10px;"></span> Multiple Parcel Search _Query result | CanyonCountyRoads                                                                                         | ITDFunctionalClassification                                                                                    |
| <span style="border-bottom: 2px solid purple; display: inline-block; width: 20px;"></span> Hydro_NHDFlowline                        | <span style="border-bottom: 2px solid gray; display: inline-block; width: 20px;"></span> Roads            | <span style="border-bottom: 2px solid purple; display: inline-block; width: 20px;"></span> Major Collector     |
| <span style="border-bottom: 2px solid blue; display: inline-block; width: 20px;"></span> Hydro_NHDFlowline                          | <span style="border-bottom: 2px solid black; display: inline-block; width: 20px;"></span> CC_PrivateRoads | Imagery_2022                                                                                                   |
|                                                                                                                                     |                                                                                                           | <span style="display: inline-block; width: 15px; height: 10px; background-color: red;"></span> Red: Band_1     |
|                                                                                                                                     |                                                                                                           | <span style="display: inline-block; width: 15px; height: 10px; background-color: green;"></span> Green: Band_2 |



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

Canyon County, ID

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



**ZONING AMENDMENT**  
**PUBLIC HEARING - MASTER APPLICATION**

<b>PROPERTY OWNER</b>	OWNER NAME: <u>Matt &amp; Stacey Skiffel</u>
	MAILING ADDRESS: <u>20202 Market Rd, Caldwell, ID 83607</u> [REDACTED] [REDACTED]
I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If the owner(s) is a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.	
Signature: <u>Matt Skiffel</u> Date: <u>3-14-24</u>	

<b>APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER</b>	APPLICANT NAME: <u>Angela Bruno</u>
	COMPANY NAME: <u>City of Trees Real Estate</u>
	MAILING ADDRESS: <u>11203 Ruckham Way #300, Meridian, ID 83642</u>
	PHONE: [REDACTED] [REDACTED]

<b>SITE INFO</b>	STREET ADDRESS: <u>20202 Market Rd, Caldwell, ID 83607</u>	
	PARCEL NUMBER: <u>R3827701000</u>	
	PARCEL SIZE: <u>16.21 acres</u>	
	CHECK THE APPLICABLE APPLICATION TYPE:	
	<input type="checkbox"/> REZONE	<input checked="" type="checkbox"/> CONDITIONAL REZONE WITH DEVELOPMENT AGREEMENT
	CURRENT ZONING: <u>AE</u>	PROPOSED ZONING: <u>RR</u>
	FLOOD ZONE (YES/NO) <u>No</u>	ZONING DISTRICT:

**FOR DSD STAFF COMPLETION ONLY:**

CASE NUMBER <u>CR2024-0003</u>	DATE RECEIVED: <u>6/21/24</u>
RECEIVED BY: <u>Madelyn VanderVeen</u>	APPLICATION FEE: <u>\$1400</u> <input checked="" type="radio"/> CK <input type="radio"/> MO <input type="radio"/> CC CASH



Angela Bruno <angela@cityoftreesrealestate.com>

## Conditional Rezone application - 20262 Market Rd

1 message

**Madelyn Vander Veen** <Madelyn.VanderVeen@canyoncounty.id.gov>

Fri, Jun 14, 2024 at 11:48 AM

To: Angela Bruno <angela@cityoftreesrealestate.com>

Hello Angela,

Your application for a conditional rezone of parcel R38277010 looks to be complete besides the payment of \$1400. You can use the attached form, mail a check, or come into the office to pay via cash, card, or check.

Thanks,

Madelyn Vander Veen

Associate Planner, Canyon County Development Services

madelyn.vanderveen@canyoncounty.id.gov | Direct: 208-455-6035

### DSD public office hours:

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

Wednesday: 1pm – 5pm

**PUBLIC RECORD NOTICE:** All communications transmitted within the Canyon County email system may be a public record and may be subject to disclosure under the Idaho Public Records Act and as such may be copied and reproduced by members of the public.



**Credit Card Authorization.pdf**

130K

RECEIVED  
JUN 21 2024  
RECEIVED



No Rezone or Comp Change  
RR

## ZONING AMENDMENT PUBLIC HEARING - CHECKLIST

Since no code ... 5-acre Ag lots  
in L01 how we are meeting comp plans later building envelope

### Zoning Amendment/Conditional Rezone CCZO Section 07-06-05/07-06-07

Check the applicable application type:

☐ Rezone

☒ Conditional Rezone with Development Agreement

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

Description	Applicant	Staff
Master Application completed and signed.	SRB	✓
Letter of Intent (see standards on next page)	SRB	✓
Land Use Worksheet	SRB	✓
Neighborhood Meeting form was completed and signed	SRB	✓
Completed Agency Acknowledgement form including:	SRB	✓
Southwest District Health	✓	✓
Irrigation District	✓	✓
Fire District	✓	✓
Highway District/Idaho Transportation Dept	✓	✓
Area of City Impact (If applicable)	✓	✓
Conditional Rezone:	✓	
Proposed conditions of approval and/or Concept Plan (can be a draft survey/draft preliminary plat/drawing)	✓	✓
Deed or evidence of property interest to the subject property	✓	✓
Fee: \$ 950 Rezone		
\$1,400 Conditional Rezone		
\$2,800 Text Amendment		

\*\*Fees are non-refundable\*\*

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

### REZONE OPTION:

When considering a zoning map amendment (rezone) of a property, a conditional rezone is recommended when considering conceptual site plan and/or addressing potential impacts through mitigation strategies and measures such as restricting uses, limiting the area to be rezoned to retain agricultural uses, and agricultural preservation methods such as buffers and disclosures. Without a conditional rezone, no conditions can be considered as part of the rezone application.

The applicant/owner and DSD Planner must sign (below) if the conditional rezone option was discussed and the applicant/owner declined the option.

Applicant/Owner: SRB

Date: 6-12-24

DSD Planner: \_\_\_\_\_

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

## **SUBMITTAL STANDARDS**

<b>LETTER OF INTENT STANDARDS</b>	
Description of proposed use: expand on the Land Use Worksheet	
Description of the existing use.	
Expected impacts and traffic of future development.	
Explanation of how the proposed rezone is consistent with the Comprehensive Plan and specific zoning criteria.	
Conditional Rezone:	
Explanation/Description of the Concept Plan	
Proposed conditions of approval	



**Letter of Intent  
Stoffel Estates  
Conditional Rezone**

The intent of this conditional rezone is to split the land and provide two (2) additional lots out of the current parcel at 20262 Market Rd, Caldwell, ID 83605, for a total of three (3) lots. These lots shall comply with the A (Agricultural) Zone and follow the comprehensive plan specific to Canyon County and the City of Caldwell.

The property currently contains a single-family dwelling with outbuildings, horse pasture, and dry grazing land that is not being utilized. The land proposed for the 2 additional lots is not currently being farmed or used in any capacity other than growing weeds. The lot split and conditional rezone will provide an opportunity for new or existing community members to farm the land and raise animals.

The purpose of these lots is to limit urban density with 5+ acres each, create additional rural living opportunities for locals, and protect agricultural land uses. Neighbors have indicated interest in purchasing the lots for family members to be close. These lots promote healthy growth for the County while encouraging the protection of the farmland and farming operations. This size of lot lends itself to hobby farming, a horse property, a homestead, or estate property with all of the above.

Access to the lot bordering Market Rd will be off the road frontage itself. The other two lots will have a shared, private drive where the current driveway is located. With only 2 additional lots, the traffic will be minimally impacted

The current stormwater pond on the property will remain in place.

With this conditional rezone and lot split, the historical pump station (surface water delivered by ditch) on site will be refurbished and provide pressurized irrigation to all three lots. The irrigation users will be subject to easements and a maintenance agreement accordingly. Each lot will be required to install a residential well and septic if a residence is desired.

The lots will be subject to CCRs (Covenants, Conditions, and Restrictions) to maintain the integrity of the community and uphold area property values by providing the following: restricting trash and unsightly debris, setting standards on homes and outbuildings, and many other maintenance requirements.

Thank you for your consideration,

# LAND USE WORKSHEET

PLEASE CHECK ALL THAT APPLY TO YOUR REQUEST:

## GENERAL INFORMATION

1. **DOMESTIC WATER:** ☒ Individual Domestic Well ☐ Centralized Public Water System ☐ City  
☐ N/A – Explain why this is not applicable: \_\_\_\_\_  
☐ How many Individual Domestic Wells are proposed? \_\_\_\_\_

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

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

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

5. **ACCESS:** *Will record upon approval of lot split*  
☒ Frontage ☒ Easement Easement width \_\_\_\_\_ Inst. # \_\_\_\_\_

6. **INTERNAL ROADS:**  
☐ Public ☒ Private Road User's Maintenance Agreement Inst # \_\_\_\_\_

7. **FENCING** ☐ Fencing will be provided (Please show location on site plan)  
Type: \_\_\_\_\_ Height: \_\_\_\_\_

8. **STORMWATER:** ☐ Retained on site ☐ Swales ☒ Ponds ☐ Borrow Ditches  
☐ Other: \_\_\_\_\_

9. **SOURCES OF SURFACE WATER ON OR NEARBY PROPERTY:** (i.e. creeks, ditches, canals, lake)  
*ditch* \_\_\_\_\_

## RESIDENTIAL USES

### 1. NUMBER OF LOTS REQUESTED:

- ☒ Residential 3 ☐ Commercial \_\_\_\_\_ ☐ Industrial \_\_\_\_\_  
☐ Common \_\_\_\_\_ ☐ Non-Buildable \_\_\_\_\_

### 2. FIRE SUPPRESSION:

- ☐ Water supply source: \_\_\_\_\_

### 3. INCLUDED IN YOUR PROPOSED PLAN?

- ☐ Sidewalks ☐ Curbs ☐ Gutters ☐ Street Lights ☒ None

## NON-RESIDENTIAL USES

### 1. SPECIFIC USE: \_\_\_\_\_

### 2. DAYS AND HOURS OF OPERATION:

- ☐ Monday \_\_\_\_\_ to \_\_\_\_\_  
☐ Tuesday \_\_\_\_\_ to \_\_\_\_\_  
☐ Wednesday \_\_\_\_\_ to \_\_\_\_\_  
☐ Thursday \_\_\_\_\_ to \_\_\_\_\_  
☐ Friday \_\_\_\_\_ to \_\_\_\_\_  
☐ Saturday \_\_\_\_\_ to \_\_\_\_\_  
☐ Sunday \_\_\_\_\_ to \_\_\_\_\_

### 3. WILL YOU HAVE EMPLOYEES? ☐ Yes If so, how many? \_\_\_\_\_ ☐ No

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

Height: \_\_\_\_\_ ft Width: \_\_\_\_\_ ft Height above ground: \_\_\_\_\_ ft

What type of sign: \_\_\_\_\_ Wall \_\_\_\_\_ Freestanding \_\_\_\_\_ Other \_\_\_\_\_

### 5. PARKING AND LOADING:

How many parking spaces? \_\_\_\_\_

Is there is a loading or unloading area? \_\_\_\_\_



ANIMAL CARE-RELATED USES

Aq

1. MAXIMUM NUMBER OF ANIMALS: To comply with Canyon Co. Ordinance

2. HOW WILL ANIMALS BE HOUSED AT THE LOCATION?

☐ Building    ☐ Kennel    ☐ Individual Housing    ☐ Other \_\_\_\_\_

3. HOW DO YOU PROPOSE TO MITIGATE NOISE?

☐ Building    ☐ Enclosure    ☐ Barrier/Berm    ☐ Bark Collars

4. ANIMAL WASTE DISPOSAL

☐ Individual Domestic Septic System    ☐ Animal Waste Only Septic System

☐ Other: \_\_\_\_\_

## NEIGHBORHOOD MEETING SIGN-UP

### CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11<sup>th</sup> Avenue, #310, Caldwell, ID 83605

[zoninginfo@canyoncounty.id.gov](mailto:zoninginfo@canyoncounty.id.gov)

Phone: 208-454-7458

Fax: 208-454-6633



## NEIGHBORHOOD MEETING SIGN UP SHEET

### CANYON COUNTY ZONING ORDINANCE §07-01-15

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

#### SITE INFORMATION

Site Address: 20262 Market Rd

Parcel Number: R

City: Caldwell

State: ID

ZIP Code: 83607

Notices Mailed Date: 2/15/2024

Number of Acres: 16.27

Current Zoning: AG

Description of the Request:

Conditional Rezone w/development agreement

#### APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: Angela Bruno

Company Name: City of Trees Real Estate

Current address: 1120 S. Rackham Way #300

City: Meridian

State: ID

ZIP Code: 83642

Phone: [REDACTED]

Cell: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

#### MEETING INFORMATION

DATE OF MEETING: 2/19/2024

MEETING LOCATION: 20262 Market Rd, Caldwell

MEETING START TIME: 5:00 PM

MEETING END TIME: 6:10 PM

#### ATTENDEES:

NAME (PLEASE PRINT)	SIGNATURE:	ADDRESS:
1. Chris Clelland	[Signature]	27425 CONWAY Rd Caldwell ID 83607
2. George & Gayle Davis	[Signature]	20002 MARKET RD
3. Mike Prosser	[Signature]	199600 Market Rd
4. DAVE Shuey	[Signature]	20334 MARKET Rd
5. David Shuey	[Signature]	20334 MARKET Rd
6. T.J. Hoffines	[Signature]	2008 Market Rd. Caldwell
7. Joe Lonsdale	[Signature]	20012 MARKET RD
8.		
9.		

10.	<u>Notes</u>
11.	
12.	- George - 5 acre lots & not smaller.
13.	- Fencing - CCRS
14.	- Headgate Questioning
15.	- maintenance agreement
16.	who is responsible
17.	BCID
18.	- Main line - Service Easement
19.	on Joe's line - well known
20.	- Well - provide Proposal

**NEIGHBORHOOD MEETING CERTIFICATION:**

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

APPLICANT/REPRESENTATIVE (Please print):

Angela Bruno

APPLICANT/REPRESENTATIVE (Signature):

AK Bruno

DATE:

2/19/2024

PARCEL_NO	OwnerName	Address	City	State	ZipCode
✓ R38329	CLELLAND MARK CHRIS	27953 CONWAY RD	CALDWELL	ID	83607
✓ R38275	PROVOST FARMS LLC	21426 B NOTUS RD	GREENLEAF	ID	83626-8940
✓ R38276	DAVIS GEORGE W	20002 MARKET RD	CALDWELL	ID	83607
✓ R38277	HOFHINES TRENTON JAMES	20008 MARKET RD	CALDWELL	ID	83607
✓ R38327	M M PROPERTIES LLC	6725 S STARSTRUCK AVE	BOISE	ID	83709
✓ R38287	FRISBY ROD AND MAUREEN LP	6205 SE 8TH AVE	CALDWELL	ID	83607
✓ R38318015	JETT ELIZABETH A	19919 MARKET RD	CALDWELL	ID	83607
✓ R38277010	STOFFEL MATTHEW W	20262 MARKET RD	CALDWELL	ID	83607
✓ R38318017	MIKEL GREGORY S	19475 MARKET RD	CALDWELL	ID	83607
✓ R38278	SHUEY DAVID M	20334 MARKET RD	CALDWELL	ID	83607
✓ R38329010A	BETZ RALPH E	20133 MARKET RD	CALDWELL	ID	83607
✓ R38277011	GONSALVES JOSEPH L	20012 MARKET RD	CALDWELL	ID	83607

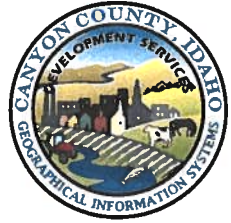


# Neighborhood Notification Map

# Parcel No. R38277010

## Buffer Distance 600 Feet

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

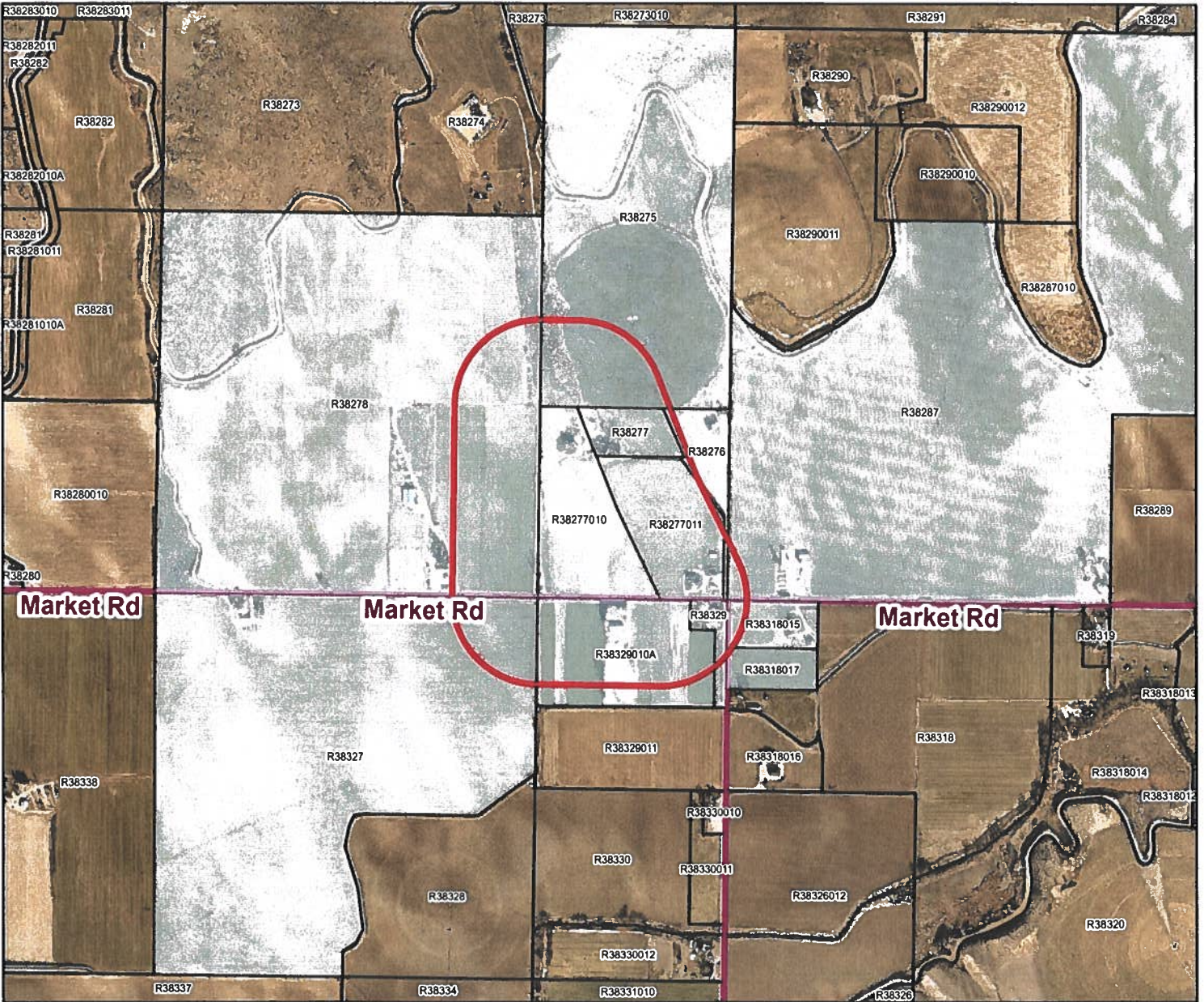


**This map is for informational purposes only and does not suggest approval of the project.**






Date: 1/23/2024

By: TAlmeida

**The neighborhood meeting shall be conducted prior to acceptance of the application. The neighborhood meeting shall not be conducted earlier than six (6) months prior to the acceptance of the application, and shall be held no sooner than ten (10) calendar days from the mailing of the notice of the neighborhood meeting.**



### Legend

-  NOTIFICATION BUFFER  Highway  
 SUBJECT\_PROPERTY  Interstate  
 NOTIFIED PARCELS  Local Road  
 TAX PARCELS

**MAP SCALE:** 1:12,407

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, express or implied, as to the use of the maps. There are no implied warranties of merchantability or fitness for a particular purpose. The user acknowledges and accepts all inherent limitations of the maps, including the act that the maps are dynamic and in a constant state of maintenance, correction and revision. The maps do not represent a survey. Neither Canyon County, ID nor its officers and employees assume any liability for the accuracy of the data delineated on any map. In no event shall the Canyon County, ID or its officers or employees be liable for any damages arising in any way out of the use of this information.





## AGENCY ACKNOWLEDGMENT

Date: 1-23-2024  
Applicant: Angela Bruno  
Parcel Number: R3827701000  
Site Address: 20262 Market Rd, Caldwell, ID 83607

### SIGNATURES DO NOT INDICATE APPROVAL OR COMPLETION OF OFFICIAL REVIEW.

The purpose of this form is to facilitate communication between applicants and agencies so that relevant requirements, application processes, and other feedback can be provided to applicants early in the planning process. Record of communication with an agency regarding the project can be submitted instead of a signature. After the application is submitted, impacted agencies will be sent a hearing notification by DSD staff and will have the opportunity to submit comments.

**Southwest District Health:** \$100 fee goes toward Septic permit w/in 1yr  
☒ Applicant submitted/met for informal review. Septic permit & app. Inspector onsite etc.

Date: 02/07/2024 Signed: Anthony Lee  
- 1 page app for meeting  
Authorized Southwest District Health Representative  
(This signature does not guarantee project or permit approval)  
2 yrs must install can renew 1 time for 1 year

### Fire District:

☒ Applicant submitted/met for informal review.

Date: 2-7-24 Signed: Lisa Ruel  
Authorized Fire District Representative  
(This signature does not guarantee project or permit approval)

### Highway District:

☒ Applicant submitted/met for informal review.

Date: 2-21-24 Signed: John Travel  
Authorized Highway District Representative  
(This signature does not guarantee project or permit approval)

### Irrigation District:

☒ Applicant submitted/met for informal review.

Date: 2-26-2024 Signed: Black Canyon  
Development form  
Credit Card over phone  
Authorized Irrigation Representative  
(This signature does not guarantee project or permit approval)  
Black Canyon  
District Engineer  
Lynn  
8-17

### Area of City Impact

☐ Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Authorized AOCI Representative  
(This signature does not guarantee project or permit approval)

Lynn

DISCLAIMER: THIS ACKNOWLEDGMENT IS ONLY VALID SIX MONTHS FROM THE DATE ISSUED

apron paid before lots sold - once division is  
done \$2000 - paved  
Need copy - New approach Permit - Road maint. agreement from County



**RE: 20262 Market Rd, Caldwell, ID**

1 message

**Morgan Bessaw** <mbessaw@cityofcaldwell.org>

Tue, Feb 20, 2024 at 6:58 PM

To: Angela Bruno [REDACTED]

Hi Angela,

Thanks for the information. I have no issues with the proposal and I acknowledge you providing me with the information.

Thanks,



**Planning & Zoning**  
Morgan Bessaw, AICP, CFM

Deputy Director

621 Cleveland Blvd. • Caldwell, Idaho 83607

www.cityofcaldwell.org • (208) 455-1591


**From:** Angela Bruno [REDACTED]

**Sent:** Thursday, February 15, 2024 10:37 AM

**To:** Morgan Bessaw <mbessaw@cityofcaldwell.org>

**Subject:** 20262 Market Rd, Caldwell, ID

Hi Morgan! I stopped in last week to talk with you about splitting a parcel at this address. We are working through our agency acknowledgment, and it does say that we can submit an email sign-off. Let me know what else you would need from me, thank you!



June 4, 2024

Stacey Stoffel  
20262 Market Road  
Caldwell, ID 83607

**RE: BCID SUB24-06 Stoffel Lot Split – Concurrence Letter – UPDATED**

Dear Ms. Stoffel,

Black Canyon Irrigation District (District) staff reviewed the proposed administrative lot split for Parcel R3827770100. The District's original response to Canyon County Development Services was sent on March 26, 2024. Please find this letter as CONCURRENCE for the proposed administrative lot split.

Original Comments (March 26, 2024):

1. The parcel split fee, corresponding to the Development Intake Sheet submitted to the District on February 15, 2024, is required to be paid for the creation of each new lot. The applicant is aware of this fee and this request is still outstanding.


District update (June 4, 2024): The applicant has paid the corresponding lot split admin fee for the creation of each new lot in the District's accounting system. Additional fees have been attached to close out this process – see below.

2. Records show that this property receives surface water from the D 11.0 Lateral off Tap 22.2. The applicant will need to address their plan for delivering existing surface water to all newly created lots. No formal plan has been submitted or reviewed by the District at this time.

District update (June 4, 2024): The applicant has shown to the District that the historical irrigation pump station will be refurbished and put into use to supply all lots with pressure irrigation. All newly created lots will remain on the same Tap that the applicant is currently on. There is a private irrigation easement shown for the conveyance of irrigation water.

3. Records indicate that the applicant has an outstanding balance with the District for water assessments tied to parcel R3827701000 at address 20262 Market Road, Caldwell, ID 83607. This outstanding balance will need to be paid prior to the District approving of any lot splits.

District update (June 4, 2024): The applicant has paid for all outstanding irrigation assessments tied to parcel R3827701000. No further action required.

- 
4. Any and all maintenance road rights-of ways, lateral right-of ways and drainage right-of ways will need to be protected (including the restriction of all encroachments).

District update (June 4, 2024): The applicant has verified that all historical rights-of-ways will remain as is, no changes are being made. No further action required.


New Comments (May 15, 2024):

1. The District will be closing out this development account, with the completion of the administrative lot split. An outstanding balance for this development exists due to additional effort required to analyze historical agreements, review delivery dispute issues, and to provide options for the developer. As stated in the New Project Application Form, Lot Splits are subject to \$300 per split plus any additional costs incurred. **As of May 15, 2024, BCID SUB24-06 Stoffel Lot Splits has an outstanding balance of \$867.53.** Please see the table below. Detailed invoices can be provided upon request.

**Billing Summary**

Initial deposit from applicant	+\$600.00
District billing Feb 2024 – April 2024 (RH2 + 25% District Admin Fee)	-\$1,467.53
<b>Total closeout balance</b>	<b>-<del>\$867.53</del></b>
<b>Total Closeout Payment Due</b>	<b>\$867.53</b>

- Please make checks payable to BCID, 474 Elgin Ave., Notus, ID 83656.
- Please reference your BCID project number with all payments.
- Billing details have been included for your information.

Receipt coming.  
Taken in   
6-13-2024


If you have any questions or need any clarification, please do not hesitate to call.

Thank you,

Black Canyon Irrigation District

Cc: Carl Hayes – Black Canyon Irrigation District  
Tyler Chamberlain – Black Canyon Irrigation District  
Heather Grubaugh – Black Canyon Irrigation District  
Angela Bruno – Applicant Representative  
Matt Stoffel – Applicant  
Dan Lister – Canyon County Development Planner

Attachments: Original response to Canyon County Development Services (March 26, 2024)  
Stoffel Lot Split Schematic Overview (April 25, 2024)



March 26, 2024

Canyon County Development Services Department  
111 North 11<sup>th</sup> Ave. Suite 140  
Caldwell, ID 83605  
(208) 454-7458

RE: Stoffel Lot Splits  
Applicant: Angela Bruno & Stacy Stoffel (Parcel R3827701000)  
Attn: Dan Lister

The Black Canyon Irrigation District (District) has spoken with the applicant on March 20, 2024, to discuss the relevant requirements, application processes, and other feedback regarding the scope of work for this project. At this time, the following items were discussed with the applicant.

1. The parcel split fee, corresponding to the Development Intake Sheet submitted to the District on February 15, 2024, is required to be paid for the creation of each new lot. The applicant is aware of this fee and this request is still outstanding.
2. Records show that this property receives surface water from the D 11.0 Lateral off Tap 22.2. The applicant will need to address their plan for delivering existing surface water to all newly created lots. No formal plan has been submitted or reviewed by the District at this time.
3. Records indicate that the applicant has an outstanding balance with the District for water assessments tied to parcel R3827701000 at address 20262 Market Road, Caldwell, ID 83607. This outstanding balance will need to be paid prior to the District approving of any lot splits.
4. Any and all maintenance road rights-of ways, lateral right-of ways and drainage right-of ways will need to be protected (including the restriction of all encroachments).

All of the above requirements need to be met, including any others that arise during future review.

Thank You,

*Donald Popoff*

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

Attachments: Agency Acknowledgement Form  
Development Intake Sheet









**2022-001488**  
RECORDED  
**01/10/2022 12:34 PM**  
CHRIS YAMAMOTO  
CANYON COUNTY RECORDER  
Pg# 10 MCRTAL 145 00  
TYPE MTG D OF T  
FIRST AMERICAN TITLE INSURANCE  
ELECTRONICALLY RECORDED

When recorded, return to:  
UPF Services, Inc.  
12410 E. Maribeu Parkway, #100  
Spokane Valley, WA 99216

Escrow No.: 11059-481910  
LOAN #: 9342887057

[Space Above This Line For Recording Data]

## DEED OF TRUST

MIN 1014391-0000001697-7

MERS PHONE #: 1-888-878-6377

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **December 28, 2021**, together with all Riders to this document.

(B) "Borrower" is **Matthew W. Stoffel and Stacy Stoffel husband and wife.**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **First Technology Federal Credit Union.**

Lender is a Federal Credit Union,  
under the laws of The United States of America.

organized and existing

Lender's address is **6100 NE Dawson Creek Drive, Hillsboro, OR 97124.**

(D) "Trustee" is **Brad L Williams, 12410 E. Maribeu Parkway #100, Spokane Valley, WA 99216.**

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS.

IDAHO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3013 1/01 (rev. 7/08)  
ICE Mortgage Technology, Inc. Page 1 of 9

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12/28/2021 02:04 PM PST



(F) "Note" means the promissory note signed by Borrower and dated December 28, 2021. The Note states that Borrower owes Lender THREE HUNDRED SIXTY THOUSAND AND NO/100 Dollars (U S \$360,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2052.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- ☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider  
☐ Balloon Rider ☐ Planned Unit Development Rider ☐ 1-4 Family Rider  
☐ Biweekly Payment Rider ☐ V.A. Rider  
☐ Other(s) (specify)

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Canyon.

(Type of Recording Jurisdiction)

(Name of Recording Jurisdiction)

See Exhibit "A" Attached Hereto And Made A Part Hereof  
 APN #: 382770100

which currently has the address of 20262 Market Rd, Caldwell,

[Street][City]

Idaho 83607

(Property Address)

[Zip Code]



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.



Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender. If Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or





earnings on such proceeds. Fees for public adjusters or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property, if it has reasonable cause. Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court, and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires



separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to





refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer") (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (b) words in the singular shall mean and include the plural and vice versa, and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate, or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security



Instrument and the Note as if no acceleration had occurred. (b) cures any default of any other covenants or agreements. (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity, or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the 'Loan Servicer') that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) 'Hazardous Substances' are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) 'Environmental Law' means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) 'Environmental Cleanup' includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an 'Environmental Condition' means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property: (a) that is in violation of any Environmental Law; (b) which creates an Environmental Condition; or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such



notice to be recorded in each county in which any part of the Property is located. Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Area and Location of Property.** The Property is (a) located within an incorporated city or village, (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods, or (c) not more than 40 acres, regardless of its use or location.

BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Matthew W. Stoffel  
MATTHEW W. STOFFEL

12/28/21 (Seal)  
DATE

Stacy Stoffel  
STACY STOFFEL

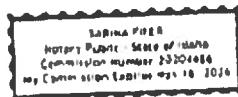
12/28/21 (Seal)  
DATE SS.

State of Idaho

Canyon County ss:

On this 28 day of December, 2021, before me, Sarina Fifer, a Notary Public in and for said county and state, personally appeared MATTHEW W. STOFFEL AND STACY STOFFEL known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Sarina Fifer  
Notary Public residing at: Canyon Co., Idaho  
My Commission Expires: 11/18/2026

Lender: First Technology Federal Credit Union  
NMLS ID: 732452  
Loan Originator: Matt Hampton  
NMLS ID: 380558





**EXHIBIT 'A'**

File No.: **11059-491910 (CP)**

Property: **20262 Market Road, Caldwell, ID 83607**

**This parcel is a portion of the Southeast Quarter of the Southeast Quarter of Section 10, Township 5 North, Range 4 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:**

**Commencing at the Southeast corner of said Southeast Quarter of the Southeast Quarter; thence South 89°58'01" West along the South boundary of said Southeast Quarter of the Southeast Quarter a distance of 468.12 feet to the TRUE POINT OF BEGINNING; thence continuing; South 89°58'01" West along said South boundary a distance of 850.99 feet to the Southwest corner of said Southeast Quarter of the Southeast Quarter; thence North 0°00'16" West along the West boundary of said Southeast Quarter of the Southeast Quarter a distance of 1321.47 feet to the Northwest corner of said Southeast Quarter of the Southeast Quarter; thence South 89°58'12" East along the North boundary of said Southeast Quarter of the Southeast Quarter a distance of 253.28 feet; thence South 22°10'17" East a distance of 759.89 feet; thence South 26°44'56" East a distance of 691.10 feet to the TRUE POINT OF BEGINNING.**

**A.P.N. 05N04W109255**

**Declaration of  
Covenants,  
Conditions and  
Restrictions  
For  
(St) Offel Estates**

Included in this declaration are:

Article 1 DEFINITIONS	Section 1.1 – 1.7
Article 2 GENERAL RESTRICTIONS	Section 2.1 – 2.21
Article 3 IRRIGATION/ROAD MAINTENANCE	Section 3.1 – 3.9
Article 4 EASEMENTS	Section 4.1
Article 5 GENERAL PROVISIONS	Section 5.1 – 5.8

## NOTICE

EACH POTENTIAL BUYER AND OWNER OF PARCELS LOCATED OFF MARKET RD WILL BE BOUND BY THE COVENANTS AND RESTRICTIONS HERewith AND SHOULD READ AND UNDERSTAND THEIR RIGHTS AS A PROPERTY OWNER WITHIN SAID PARCELS.

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by the undersigned, Matt Stoffel and Stacy Stoffel, hereinafter referred to as the “Grantor,”

WHERE AS, Grantor is the owner of certain real property in the County of Canyon, State of Idaho, hereinafter referred to as “Property” known as (St) Offel Estates, more particularly described as follows:

Parcels 1 and 2 for development and existing Parcels 3 and 4 on Market Rd, Caldwell, Canyon County, Idaho.

NOW THEREFORE, Grantor hereby declared that all of the said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions, and reservations hereinafter set forth: all of which are the purpose of enhancing and protecting the value, desirability and attractiveness of said property. Said easements, covenants, restrictions, conditions, and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them, and reservations shall insure to the benefit of and be limitations upon, all future owners of said property or any interest to them.



## **ARTICLE 1 - DEFINITIONS**

### **Section 1.1 Building Lot**

This shall refer to any Lot, or to any parcel of said property under one ownership. There are two (2) buildable parcels.

### **Section 1.2 Owner**

This shall refer to the recorded owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security of the performance of an obligation.

### **Section 1.3 Grantor**

Shall mean and refer to Matt Stoffel and Stacy Stoffel, their successors and assigns, if such successors or assigns should acquire more than (1) undeveloped lot from the Grantor for the purpose of development.

### **Section 1.5 Plat**

This shall mean the Record of Survey for the 2 undeveloped parcels located on Market Rd.

### **Section 1.6 Setback**

Refers to the minimum distance between the following but not limited to a dwelling unit, structures, property boundaries, streets, and public right of ways.

### **Section 1.7 Road and Irrigation Maintenance Agreement**

The maintenance to be undertaken and performed under these covenants for the benefit of the property owners in regard to the private road and pressurized irrigation.

## **ARTICLE 2 - GENERAL RESTRICTIONS**

### **Section 2.1 Land Use**

Lots will be residential Lots only. Home business are allowed if they do not disrupt the overall nature of the residential/agricultural setting. All homes shall meet state and local building codes. Lot owners are responsible to maintain grass, bushes, and weeds to a maximum height of 6 inches and maintain a minimum of 20 ft firebreak around the perimeter of property.

## **Section 2.2 Home Size**

All Single-Family Dwellings constructed shall be a minimum of 1800 sq. ft. living area in excess of the garage. All homes below 2000 sq. ft. living area must have at least a three (3) car garage with the third bay. On all two (2) story homes the main level shall be 1500 sq. ft. minimum.

## **Section 2.3 Garage**

All homes are required to have a minimum two (2) car attached garage with at least a three (3) car garage under 2000 sq. ft. concrete floors constructed of good quality material and workmanship.

## **Section 2.4 Exterior/Building Materials**

All homes to be of framed construction. Broken ridge lines/hips and dormers are encouraged. Roofs must be of at least 6 in 12 pitch. Home fronts are encouraged to have 15% of either brick, stucco, or stone in a typical manner. Dark roof colors are encouraged.

## **Section 2.5 Work Commencing**

Work must commence within (no time limit) years of closing of lot. Construction once commenced must be completed within 12 months. A fine may be imposed if the construction exceeds 12 months. The HOA will determine the fine and shall not exceed \$100 per month over the 12 months.

## **Section 2.6 Lighting**

Perimeter home lighting must be downward facing and follow the standards classified as "Dark Sky Lighting."

## **Section 2.7 Landscaping**

Landscaping of front yard will be required and must be completed within forty-five (45) days of completion of home and is to include an automatic sprinkler system. In the event of undue hardship such as weather conditions, this provision may be extended for a reasonable amount of time. Weeds shall be kept away from the property lines at a maximum of 6" high and in a manner that does not affect adjoining landowners. All lots are required to plant a minimum of four (4) 1" caliper trees in front and a minimum of six (6) 1" trees for the entire property. Location shall be within stated setbacks and out of any right of way areas.

## **Section 2.8 Driveways**

Driveways shall be concrete or asphalt or paver construction and must provide a minimum of two cars; off street parking. Driveways must be with the garage extending out 30 ft. Lane from road to the driveway may be gravel with a minimum of a 10" culvert must be installed in barrow ditch for access to property. It will be the property

owner's responsibility to maintain barrow ditch directly in front of property free of weeds, debris, and obstructions.

### **Section 2.9 Setbacks**

All buildings must be setback fifty (50) ft. from front easement and twenty-five (25) ft from side and back of lot.

### **Section 2.10 Vehicle Storage**

Non-working or commercial vehicles shall not be regularly parked on any Lot or street adjacent to the property unless properly garaged or screened from view.

### **Section 2.11 Fences**

Perimeter fencing is required on 3 sides of lot, including back and perimeter sides up to house front elevation. Perimeter fencing must be a three (3) rail white or black fence of quality material and must be properly finished and maintained. There is no allowance for chain link fences except for small dog run not to exceed five hundred (500) sq ft. Approval of fencing outside these parameters need to have a 2/3 approval by the Association.

### **Section 2.11 Animals**

Keeping and raising farm animals will be held to Canyon County Ordinance. All animals shall be kept on owner's property. No animals shall trespass another property within or adjacent to the HOA community. A \$100 finer per occurrence paid to the HOA. Photo evidence required to initiate penalty.

### **Section 2.14 Outbuildings and Shops**

All outbuildings including but not limited to shops, sheds, and animal enclosures shall be constructed of quality building material, completely finished on the outside, and shall be of quality and character that will be in harmony with the other buildings on said property. No building shall be moved on the premises. New factory direct shed purchased under 200 sq ft is ok if it matches or is painted to resemble the other buildings on said premises. No temporary structures, shacks, tents, or mobile homes will be allowed for more than six (6) months. No more than four (4) outbuildings will be allowed where placement does not obstruct views or interfere with enjoyment of others.

### **Section 2.15 Utilities/Irrigation**

Septic systems must be approved by Southwest District Health and State of Idaho. Individual well is required. Irrigation is pressurized. The irrigation users and maintenance agreement shall govern the use and maintenance of the irrigation system. Each parcel shall have a point of delivery. It will be the responsibility for each property owner to install and maintain the irrigation system from said point of delivery.

### **Section 2.16    Manufactured or Mobile Homes**

Mobile or Manufactured Homes are not allowed. Only frame build homes are allowed. No home shall be moved from a previous location and placed on a foundation within the subdivision.

### **Section 2.17    Further Land Divisions**

No parcel contained within this original development/land division shall be split smaller than the original size approved through the administrative land division record with Canyon County #xxxx

### **Section 2.18    Pasture Areas**

Area used for pasturing of animals shall be maintained in good condition and free of weeds, gophers, uncontrolled vegetation growth and refuse. Pasturing areas shall be maintained in a clean and order-free condition. A \$100 penalty per month due to the HOA will be assessed with a 2/3 majority vote affirmative of penalty.

### **Section 2.19    Unsightly Articles**

No unsightliness shall be permitted on any Lot without limiting the generality of the foregoing, all unsightly facilities, equipment, or structures shall be enclosed within the approved structures or appropriately screened from view. Trailers, boats, tractors, vehicles other than automobile campers, snow removal equipment, and any other small vehicles or equipment **in poor or non-working condition** shall be enclosed or screened from view. Refuse, garbage and trash shall be kept covered at all times and kept out of view. Service areas, storage piles and compost piles shall be appropriately screened from view. No lumber, grass, shrubs or tree clippings or scrap or refuse of trash shall be kept, stored, or allowed to accumulate on any lot.

### **Section 2.19    Right to Farm**

All properties are located in an agricultural zone. All owners of property identified on this plat are prohibited from challenging any daytime activities or nighttime activities relating to a farming operation, feed lot, cattle operation, or dairy farm that is normal and reasonable. All these activities may result in noises and smells that can be unpleasant.

## **ARTICLE 3 – Road and Irrigation Maintenance Association**

### **IRRIGATION USE**

This agreement, entered into pursuant to Idaho Code 42-1301, shall constitute the formation and governing rules for the Parcel Owners location on Market Rd located in Caldwell Idaho for the use and maintenance of the road and pressurized irrigation system.



## RECITALS

The parties hereto are the owners of the following described real property, located in Canyon County, Idaho:

Parcels 1 and 2 of the Record of Survey recorded in Canyon County on *Date also including established parcels 3 and 4...*

(hereinafter the "Property.")

The parties hereto, their heirs, assigns, transferees and successors in title or interest, shall hereinafter be referred to as "the Users."

As a part of their ownership of the Property, the Users have a water right, evidence and/or identified through Black Canyon Irrigation District and are entitled to the following water:

The Users wish to evidence the agreement between and among them, and to be binding upon all future owners of the property, regarding the rights, obligation, and use associated with the water rights appurtenant to the Property.

THEREFORE, the Users hereby agree to the following:

## DIVISION OF WATER RIGHTS AND WATER DAYS

Each User shall be entitled to the use of the water based on the following Chart. Irrigatable acres are allocated through Black Canyon Irrigation District.

Parcel	Land Acres	Irrigatable Acres	Water Right Acre Feet
1	5.5		
2	5.363		
3	5.403		
4	4.8		

### Section 3.1 Terms of Ordering Water and Estimated Irrigation System (Validate #s)

Water to be ordered in increments of 5 inches at a time over the weir. One inch of water = 9 gal a minute. Delivery max is 20 inches total water at a time for all Parcels. 20 inches of water = 180 gallons a minute and 15 inches of water = 130 gallons a minute. Irrigation season is approximately 180 days. Based on the following information, if water is ordered at 15 inches, there is enough water for 181 watering days; at 20 inches there is enough for 135 watering days.

### **Section 3.2 Water Delivery**

Water is delivered through the pressurized irrigation system. Each owner shall be allotted a day and a gallon per minute restrictions based on water available.

### **Section 3.3 Payment of Individual Water Bill**

Each Owner is responsible to pay their water bill with Black Canyon Irrigation District prior to receiving or using any irrigation water.

### **Section 3.4 Annual Meeting**

- A. Location of Meeting. The meeting shall be held at a location accessible to all Users and announced by the Secretary in the notice of the annual meeting. If no such location is announced, then the meeting shall be held at the residence of the President.
- B. Elections at Annual Meeting. At the annual meeting, the Users shall elect the following:
  - 1. Elect the Chairperson, Vice-Chairperson and Secretary/Treasurer.
  - 2. Elect Lateral/Road Maintenance Manager.
- C. Other Business at Annual Meeting:
  - 1. The annual meeting shall also be the time and place for voting on any other matter relating to the association, including but not limited to the adoption/modification of rules and regulations regarding the Users rights and obligation concerning the water and road rights.
- D. Conduct of Meetings. The meeting shall be called to order by the Chairperson who shall conduct the meeting.
- E. Voting. Each Owner shall have one vote.

### **Section 3.5 Officers**

#### **Section 3.51 Designated Officers**

The officers of the Association shall consist of the following:

- 1. Chairperson
- 2. Vice-Chairperson
- 3. Secretary/Treasurer
- 4. Irrigation/Road Manager

#### **Section 3.52 Designated Term of Office**

The term of each office shall be a period of one year or until a successor is elected. And officer may serve any number of consecutive terms.

#### **Section 3.53 Concurrent Offices**

An officer may serve in more than one capacity, including that of the Irrigation/Road Manager, except that no single person shall hold both the office of Chairperson and Vice-Chairperson.

#### **Section 3.54 Compensation**

The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. In the event the Users/Association wish to compensate Officers for their service; the amount to be determined by a 2/3 vote of the Association members.

### **Section 3.55 Irrigation/Road Manager (Road Owner – Parcel 3)**

In addition to the officers elected by the Users, the Users shall also elect a "Irrigation/Road Manager." The Irrigation/Road Manager shall be the party primarily responsible for but not limited to maintaining the irrigation system, distributing water<sup>5</sup>, working with the Ditch Rider for water delivery, giving updates on road conditions, and address any other items necessary on behalf of the Users within the Association. In direct relation to the irrigation, the Manager shall also perform all duties prescribed under I.C. 42-907 and 42-910. Manager will also be responsible to keep track of all owners who have paid their irrigation bill and enforce use of that water.

### **Section 3.56 Secretary/Treasurer**

Secretary/Treasurer shall keep a record of all payments and expenses and all deposits into association expense account. Secretary shall also take and keep minutes at all annual meetings.

### **Section 3.6 Collection of Road Maintenance and Irrigation Dues**

Association dues will be paid on an annual basis. The annual dues to be paid each year will be \$300 and shall be paid on or before an annual meeting that will take place between January and March of each year. Funds are to be deposited into an expense account by the Secretary/Treasurer. Funds to be used for the maintenance and repairs needed for the pressurized system and private road. None of these fees are to be used to pay owners individual water bill that is paid directly to Black Canyon Irrigation District. Electric expenses for pumping only will be divided equally between owners and billed quarterly. Once \$10,000 has been accumulated in the association expense account, annual fee will be reduced to \$100 annually.

### **Section 3.7 Payment of Expenses**

All payments shall be made with a check from the Association Checking account. Each check shall have two signatures on it; Secretary/Treasurer and another designated signer.

### **Section 3.8 Non-Liability of Officers and Irrigation/Road Manager**

Neither the Officers nor any Member thereof, nor its duly authorized Irrigation/Road Manager shall be liable to any Owner or Grantee for any loss, damage, or injury arising out of or in any way connected with the performance of their duties in hereunder, unless due to the willful misconduct or bad faith of those acting in Office.

ROAD MAINTENANCE AGREEMENT

Refer to recorded document.

### **Section 3.9 Road Users Maintenance Agreement**

See Attachment Exhibit A – To be completed.

## **ARTICLE 4 – Easements**

### **Section 4.1 Maintenance Easements**

Easements for installation and maintenance of utilities, irrigation and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. Property owners are required to maintain these easements that are contained within their boundaries.

## **ARTICLE 5 – General Provisions**

### **Section 5.1 Enforcement**

If the parties hereto or any of them or their heirs as assigns or persons claiming under or through them or any other persons, whether such persons be the Owners of any property in said tract or not, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person or persons owning real property situated in said track to prosecute and proceed at law or in equity against the person or persons in violating or attempting to violate any such covenants and either to prevent him/her or them from doing or to recover damages for such violation.

### **Section 5.2 Amendments**

Except as otherwise provided herein, any of the Covenants and Restrictions of this Declaration may be amended by an instrument signed by Owners with not less than two-thirds (2/3) of the Owners in the Subdivision. Any amendment must be recorded.

### **Section 5.3 Uniform Rate Assessment**

Both annual and any special assessments must be fixed at a uniform rate for all the Owners and may be collected on a monthly, quarterly, or annual basis at the discretion of the Association.

### **Section 5.4 Effect of Nonpayment of Assessments Remedies of the Association**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 24% per annum. The RIMA, or any Owner, may bring an action of law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Irrigation.

### **Section 5.5 Subordination of the Lien to Mortgages**

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

### **Section 5.6 Estimated Annual Budget**

The RIMA is authorized, but not limited to performance of the following: prepare an annual budget for the property owners which shall indicate anticipated management, operating, maintenance, repair, and other common expenses for the next fiscal year, and which shall be sufficient to pay all estimated expenses and outlay for maintaining the road and pressurized irrigation system.

### **Section 5.7 Audits**

On all even years an audit shall be performed by all property owners to examine income and expenses, reports, and accounts. Any non-compliant activities shall be prosecuted by lawful and legal authority of criminal activity.



**Section 5.7     Expenditures**

Any expenditures shall be authorized by the Secretary/Treasurer and a second property owner. Written approval shall be recorded by the Secretary/Treasurer with explanation of authorization.

IN WITNESS WHEREOF, The Declarant set their hands and seals as of the date and year first above written.

\_\_\_\_\_  
Matt Stoffel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stacy Stoffel

\_\_\_\_\_  
Date

STATE OF IDAHO

County of Canyon

On this \_\_\_\_ day of \_\_\_\_ 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Matt Stoffel and Stacy Stoffel, know or identified to me to be the person (s) whose name is subscribed to within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary for State of Idaho

Commission Expires: \_\_\_\_\_

\_\_\_\_\_

**Canyon County Development Services**  
111 N. 11th Ave. Room 310, Caldwell, ID 83605  
(208) 454-7458

**Building Divsn Email:** buildinginfo@canyoncounty.id.gov **Planning Divsn Email:** zoninginfo@canyoncounty.id.gov

**Receipt Number:** 82913

**Date:** 6/21/2024

**Date Created:** 6/21/2024

**Receipt Type:** Normal Receipt

**Status:** Active

**Customer's Name:** Stacy & Matthew Stoffel

**Comments:** CR2024-0003

**Site Address:** 20262 MARKET RD, Caldwell ID / Parcel Number: 38277010 0

**CHARGES**

<b><u>Item Being Paid For:</u></b>	<b><u>Application Number:</u></b>	<b><u>Amount Paid:</u></b>	<b><u>Prevs Pymnts:</u></b>	<b><u>Unpaid Amnt:</u></b>
Planning - Conditional Rezone with Development Agreement	CR2024-0003	\$1,400.00	\$0.00	\$0.00

**Sub Total:** \$1,400.00

**Sales Tax:** \$0.00

**Total Charges:** \$1,400.00

**PAYMENTS**

<b><u>Type of Payment:</u></b>	<b><u>Check / Ref Number:</u></b>	<b><u>Amount:</u></b>
Check	1078	\$1,400.00

**Total Payments:** \$1,400.00

**ADJUSTMENTS**

**Receipt Balance:** \$0.00