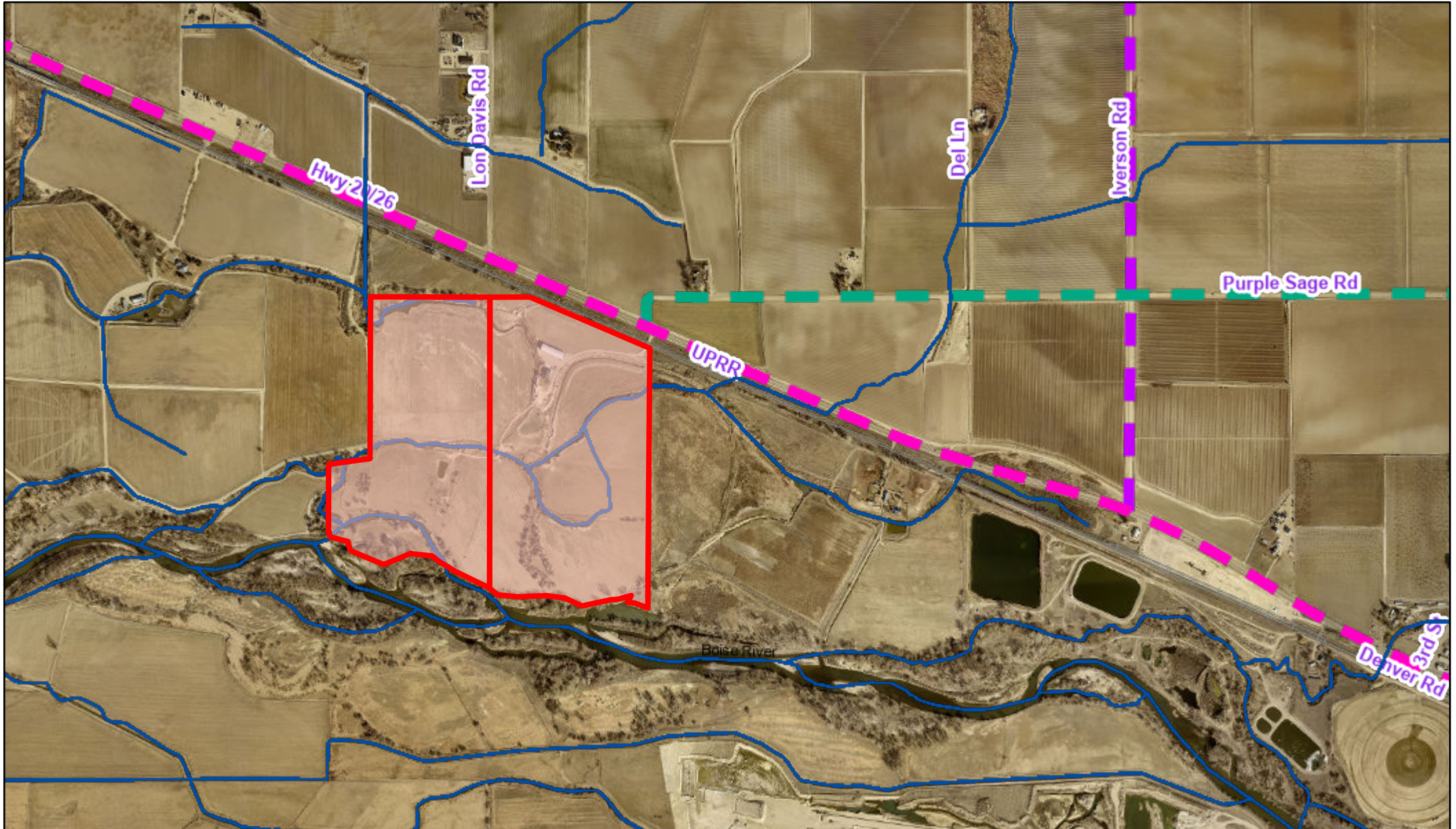


Canyon County, ID Web Map



10/21/2024, 3:56:15 PM

 Multiple Parcel Search _Query result

— Hydro_NHDFlowline

— RAILROAD

ITDFunctionalClassification

— Major Collector

— Minor Arterial

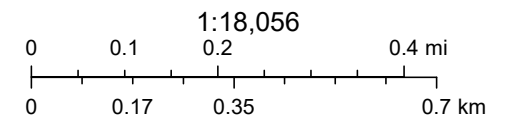
— Other Principal Arterials

Imagery_2022

— Red: Band_1

— Green: Band_2

— Blue: Band_3



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

MASTER APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

zoninginfo@canyoncounty.id.gov

Phone: 208-454-7458

Fax: 208-454-6633



| | |
|---|---|
| PROPERTY OWNER | OWNER NAME: Kevin Rich, Arrowhead Springs Ranch, LLC |
| | MAILING ADDRESS: 21793 Highway 20/26, Parma, ID 83616 |
| | PHONE: [REDACTED] EMAIL: [REDACTED] |
| I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If owner(s) are a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign. | |
| Signature: <u>[Signature]</u> Date: <u>09/25/2024 PDT</u> | |
| Signer ID: 6KFF5WXC13... | |

| | |
|---|---|
| (AGENT) ARCHITECT ENGINEER BUILDER | CONTACT NAME: Mary Wall |
| | COMPANY NAME: Professional Engineering Services |
| | MAILING ADDRESS: 5636 N. Portsmouth Ave., Boise, ID 83714 |
| | PHONE: (406) 600-6218 EMAIL: mary@pe-services.biz |

| | |
|------------------|--|
| SITE INFO | STREET ADDRESS: 21793 Highway 20/26, Parma, ID |
| | PARCEL #: R3853500000 and R3855000000 LOT SIZE/AREA: 120.8 acres |
| | LOT: BLOCK: SUBDIVISION: |
| | QUARTER: NE1/4 SECTION: 32 TOWNSHIP: 5N RANGE: 4W |
| | ZONING DISTRICT: AG FLOODZONE (YES/NO): Yes |

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

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

| | |
|---------------------------------|--|
| CASE NUMBER: <u>CU2024-0024</u> | DATE RECEIVED: <u>10/18/24</u> |
| RECEIVED BY: <u>[Signature]</u> | APPLICATION FEE: <u>950.00</u> CK MO <input checked="" type="radio"/> CASH |

w/DP 2024-0036

Revised 3/9/22



CONDITIONAL USE PERMIT PUBLIC HEARING - APPLICATION

| | | |
|---|---|-------------------|
| PROPERTY OWNER | OWNER NAME: Kevin Rich, Arrowhead Springs Ranch, LLC | |
| | MAILING ADDRESS: 21973 Highway 20/26, Parma, ID 83616 | |
| | PHONE: [REDACTED] | EMAIL: [REDACTED] |
| <p>I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If the owner(s) is a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.</p> | | |
| <p>Signature: <u>[Signature]</u> Date: <u>09/25/2024 PDT</u> Signer ID: 6KFF5WXC13...</p> | | |

| | | |
|--|--|-------------------|
| APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER | APPLICANT NAME: Kelly Fulfer | |
| | COMPANY NAME: Superior Construction & Excavating, Inc. | |
| | MAILING ADDRESS: 15101 Green Road, Caldwell, ID 83706 | |
| | PHONE: [REDACTED] | EMAIL: [REDACTED] |

| | | |
|------------------|--|---------------------|
| SITE INFO | STREET ADDRESS: 21793 Highway 20/26, Parma, ID | |
| | PARCEL NUMBER: R3853500000 and R3855000000 | |
| | PARCEL SIZE: 120.8 acres total | |
| | REQUESTED USE: Sand and gravel extraction | |
| | FLOOD ZONE (YES/NO) Yes | ZONING DISTRICT: AG |

FOR DSD STAFF COMPLETION ONLY:

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



CONDITIONAL USE PERMIT

PUBLIC HEARING - CHECKLIST

Arrowhead Springs Ranch Gravel Pits

CONDITIONAL USE PERMIT - CCZO Section 07-07-05

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

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

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

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

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

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

STANDARDS

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

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

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

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

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

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

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

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



**PROFESSIONAL
ENGINEERING
SERVICES**

October 16, 2024

Carl Anderson, Planning Supervisor
Canyon County Development Services
111 N. 11th Avenue, Room 311
Caldwell, ID 83605

Re: Conditional Use Permit Application for Arrowhead Springs Ranch Gravel Pit Operations
Parcel #R3853500000 and R3855000000, 21793 Highway 20/26, Parma, ID
Letter of Intent

Dear Mr. Anderson,

We are pleased to submit the above referenced applications for the proposed Arrowhead Springs Ranch Gravel Pit (hereinafter the "Project") on behalf of our client, Kelly Fulfer, Superior Construction & Excavating, Inc. Superior Construction has a lease agreement with the owner of the property, Kevin Rich, Arrowhead Springs Ranch, LLC to extract gravel from the Arrowhead Springs Ranch property. The lease agreement is included with this application package. Included with this Letter of Intent you will find the required applications and required documents for the Conditional Use Permit to allow approval for the proposed sand and gravel mining operations on the subject property.

The project site is a 120.8-acre parcel located at 21793 Highway 20/26, Parma, Idaho. The project will consist of surface mining of the sands and gravel out of approximately 21 acres in two separate areas on the lower portion of the property. Other portions of the property, including the house and other buildings, will not be impacted by the mining operation. Upon conclusion of the mining activities the gravel pits will become ponds and all impacted areas outside of the ponds will be revegetated in accordance with the approved Reclamation Plan issued by the Idaho Department of Lands on October 3, 2024. A water right has been obtained for each resulting pond and a copy of those water right approvals are included with this application package.

The following section addresses the information required in the Conditional Use Permit Letter of Intent Checklist:

- 1) *State the nature of the request. Include a description of business operations, such as number of employees, hours of operation, delivery and shipping.*
 - a) The request is for approval of a sand and gravel extraction operation (gravel pit) over approximately 21 acres of the subject property. All mining shall be surface mining. Once the removal of the sand and gravel is complete the resultant gravel pits will be allowed to fill with groundwater to create two aesthetic ponds, one 7-acre and one 14-acre. It is anticipated that the mining operation will have six (6) employees and will operate from 7am to 7pm seven days per week at peak operation. Operations will include the heavy equipment required to mine and stockpile the sand and gravel, crushing and screening

equipment to process the sand and gravel, in addition to the trucks that haul the mined materials from the site. During periods of peak operation an average of 50 trucks per day will haul the sand and gravel from the site. The proposed extraction period will not exceed 20 years.

2) *Consistency with the Comprehensive Plan.*

- a) The proposed use is consistent with multiple goals and policies of the Canyon County "Growing Together Comprehensive Plan 2030" including but not limited to:
- i) Property Rights Policy P1.01.01 – "No person shall be deprived of private property without due process of law". Mineral extraction is allowed by conditional use in the "A" Agricultural zoning.
 - ii) Population Goal G2.02.00 – "Promote housing, business, and service types needed to meet the demand of future and existing population". The proposed gravel pit will provide needed materials to support maintenance of existing infrastructure as well as provide material for future construction and growth throughout Canyon County. The gravel pit will also provide up to six (6) new jobs.
 - iii) Economic Development Policy P3.01.01 – "Direct business development to locations that can provide the necessary services and infrastructure". The only infrastructure required for the proposed gravel pit is the roadways required to haul extracted materials. The required offsite roads already exist. Onsite roads will be constructed and maintained by the contractor during mining operations. The gravel pit creates economic development for the County without requiring additional infrastructure.
 - iv) Economic Development Policy P3.01.02 – "Support suitable sites for economic growth and expansion compatible with the surrounding area." Mineral extraction is allowed by conditional use in the "A" Agricultural zoning.
 - v) Land Use and Community Design Policy P4.01.01 "Maintain a balance between residential growth and agriculture that protects the rural character." Mineral extraction is allowed by conditional use in the "A" Agricultural zoning. The proposed gravel pit will eventually become two ponds which will add to, and protect, the rural character of the area.
 - vi) Land Use and Community Design Policy P4.05.02 "Consider development on poor soils (Class 4 or higher) that will not interfere with viable agricultural operations in the area." Per the Irrigated Soil Capability map (P. 41 of the Comprehensive Plan) the proposed gravel pit is located in an area of Class IV and Class V soils which are not highly suitable for agriculture so proposed mineral extraction, which is allowed by conditional use in the Ag zoning, would be an appropriate use of this land.
 - vii) Land Use and Community Design Policy P4.07.02 "Discourage incompatible development near existing agricultural businesses that would cause the operator undue hardship through complaints, traffic, or other complications." Mineral extraction is allowed by conditional use in the "A" Agricultural zoning and is an appropriate use within the agricultural uses in the area.

- viii) Natural Resources and Hazards Policy P5.03.01 "Sand and gravel mining operations should be located to avoid adverse impacts to the river channel and promote compatibility with adjacent uses." The eastern proposed gravel pit is located within the AE flood zone and is located approximately 1,000 feet from the Boise River and will not adversely affect the river. The western gravel pit is in the AE flood zone and is also in the floodway of the Boise River. This pit is located approximately 50 feet from the closest channel of the Boise River, but separation between the river and pit shall be maintained.
- ix) Natural Resources and Community Design Policy P5.04.01 "Consider the suitability of soil composition in all land-use decisions." Per the Irrigated Soil Capability map (P. 41 of the Comprehensive Plan) the proposed gravel pit is in an area of Class IV and Class V soils which are not highly suitable for agriculture. Class IV soils have very severe limitations that restrict choice of plants and require very careful management. The shallow sand and gravel limit the agriculture use of this area but provide for relatively easy extraction of the sand and gravel.
- x) Agriculture Policy P12.04.01 "Encourage new development adjacent to agricultural areas to be designed to minimize conflicts with adjacent agricultural uses." Development of the proposed gravel pit has been laid out so that it will not disrupt or destroy any irrigation canals, ditches, laterals, drains, and associated irrigation works or rights-of-way. Mineral extraction is allowed by conditional use in the "A" Agricultural zoning and does not create conflict with adjacent agricultural uses.
- 3) *Address potential impacts to property in the immediate vicinity and character of the area.*
- a) The property owner occupies the only residence on the property that will be impacted by the gravel pit. The primary impact will be the additional traffic created by the trucks hauling the sand and gravel to its place of use. At peak operation there will be an average of one truck every 14 minutes, this will not cause traffic delays for the property owner or cause conflict with adjacent agricultural uses. The contractor will minimize the impacts of the trucks and the mining operation by providing dust control and ongoing maintenance to any onsite roads used for hauling gravel.
- 4) *Demonstrate how facility and utilities such as water, sewer, irrigation, drainage and stormwater will be provided.*
- The proposed project is the surface mining of the sands and gravels on the 21-acres shown on exhibits. No water, sewer, or irrigation facilities are required for the proposed project. All stormwater drainage will be retained onsite as outlined in the approved Reclamation Plan submitted to the Idaho Department of Lands.
- 5) *Demonstrate legal access.*
- The subject property abuts Highway 20/26. Historic and legal access to the property has been from Highway 20/26.
- 6) *Address potential impacts to existing or future traffic patterns.*
- The proposed gravel pit will add an average of 50 gravel truck trips per day when at peak operation. This traffic will average one truck every 14 minutes during a 12-hour workday. There is only one residence on the property that will be affected by the truck traffic. All truck traffic will

dump onto Highway 20/26 adding traffic to the driveway/Hwy 20 intersection, as well as to Hwy 20/26. Improvements will be made to the driveway encroachment onto the highway as required by the highway district and ITD.

- 7) *Address potential impacts to essential services such as schools, irrigation facilities and emergency services.*

The proposed project will not impact essential services such as schools or irrigation facilities. The six employees may add a very minor potential impact to emergency services during hours of operation of the gravel pit.

- 8) *If the use will create impacts, provide measures to mitigate impacts.*

Mitigation measures will include dust control, ongoing maintenance of onsite roadways, and improvements to the Highway 20 driveway encroachment per the requirements of the highway district and ITD.

The following section addresses the information required in the Conditional Use Permit Letter of Intent Checklist specific to the proposed Mineral Extraction. The Site Plan/Operation Plan included with this application provides additional information to address the Mineral Extraction checklist.

1. *Show how the 30-foot setbacks on all sides will be met.*

The area proposed for gravel mining is located a minimum of 30-feet from the property boundary and 50-feet from the irrigation supply and waste ditches as shown on the Site Plan/Operation Plan included with this application.

2. *Name of operator/extractor.*

Kelly Fulfer, Superior Construction & Excavation
2350 W. McMillan Road
Meridian, ID 83646
(208) 884-4011, kelly@superioridaho.com

3. *Duration of proposed use.*

Operation of the gravel pit is anticipated to begin in February 2025 and be in operation for no longer than 20 years.

4. *Provide an approved reclamation from Idaho Department of Lands.*

Reclamation Plan S603015 submitted to Idaho Department of Lands along with the approval letter has been included in this application package.

5. *Location of proposed pits and accessory uses.*

The proposed sand and gravel pits will be located as shown on the Site/Operations Plan included with this submittal. The pits will cover approximately 21-acres of the 120.8-acre property. Exhibits in the Department of Lands Reclamation Plan show the location of the proposed pit and other associated mining activities. The pits will become ponds, fed by groundwater, upon conclusion of the mining activities. Water rights for these ponds have been acquired and a copy of the water rights approval is included with this application.

In addition to this letter of intent and the signed master application, the complete application package includes the following:

1. Conditional Use Permit Checklist
2. Conditional Use Permit Application and Credit Card Authorization for application fees
3. Site Plan/Operation Plan
4. Land Use Worksheet
5. Neighborhood meeting Notice, mailing list, Sign-up Sheet and meeting notes
6. Agency Acknowledgment Forms and supplemental documentation
7. Property deed
8. Complete application for Reclamation Plan Approval provided to Idaho Department of Lands (IDOL) with letter of approval from IDOL.
9. Water rights permit approval for proposed pond
10. Floodplain Development Permit Application and CC authorization form for application fees
11. Detailed letter for Floodplain Development Application

Should you require any additional information or have any questions regarding this application, please do not hesitate to contact me by phone at (406) 600-6218 or by email at mary@pe-services.biz.

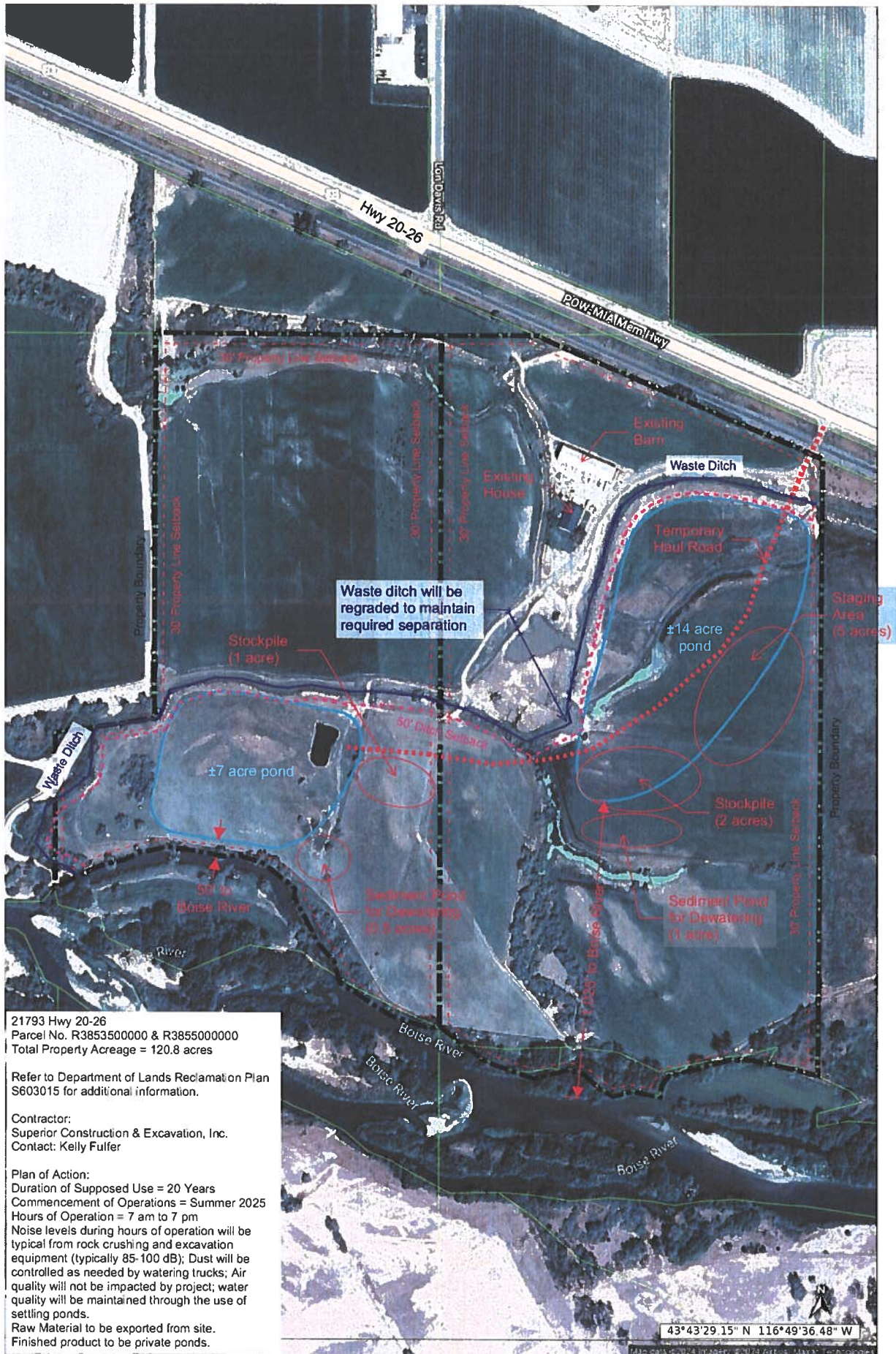
Very truly yours,



Mary B. Wall, PE
Principal

Enclosure: As listed in Document submittal matrix

CC:



21793 Hwy 20-26
Parcel No. R3853500000 & R3855000000
Total Property Acreage = 120.8 acres

Refer to Department of Lands Reclamation Plan S603015 for additional information.

Contractor:
Superior Construction & Excavation, Inc.
Contact: Kelly Fulfer

Plan of Action:
Duration of Supposed Use = 20 Years
Commencement of Operations = Summer 2025
Hours of Operation = 7 am to 7 pm
Noise levels during hours of operation will be typical from rock crushing and excavation equipment (typically 85-100 dB); Dust will be controlled as needed by watering trucks; Air quality will not be impacted by project; water quality will be maintained through the use of settling ponds.
Raw Material to be exported from site.
Finished product to be private ponds.

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: project is a gravel mine with resulting ponds, no domestic water associated with project
☐ How many Individual Domestic Wells are proposed? _____
2. **SEWER (Wastewater)** ☐ Individual Septic ☐ Centralized Sewer system
☒ N/A – Explain why this is not applicable: Existing house on property has septic system, no sewer required for project
3. **IRRIGATION WATER PROVIDED VIA:** Gravity irrigation water is available to property but will not be used or impacted by proposed gravel mining operations
☒ Surface ☐ Irrigation Well ☐ None
4. **IF IRRIGATED, PROPOSED IRRIGATION:** Gravity irrigation water is available to property but will not be used or impacted by proposed gravel mining operations
☐ Pressurized ☒ Gravity
5. **ACCESS:**
☒ Frontage ☐ Easement Easement width _____ Inst. # _____
6. **INTERNAL ROADS:**
☐ Public ☒ Private Road User's Maintenance Agreement Inst # _____
7. **FENCING** NA ☐ 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)
Boise River, irrigation ditches (unnamed), irrigation waste ditches (unnamed)

RESIDENTIAL USES

1. NUMBER OF LOTS REQUESTED: Not Applicable

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

2. FIRE SUPPRESSION: Not Applicable

- ☐ Water supply source: _____

3. INCLUDED IN YOUR PROPOSED PLAN? Not Applicable

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

NON-RESIDENTIAL USES

1. SPECIFIC USE: Gravel mining operation

2. DAYS AND HOURS OF OPERATION:

- ☒ Monday 7am to 7pm
☒ Tuesday 7am to 7pm
☒ Wednesday 7am to 7pm
☒ Thursday 7am to 7pm
☒ Friday 7am to 7pm
☒ Saturday 7am to 7pm
☒ Sunday 7am to 7pm

3. WILL YOU HAVE EMPLOYEES? ☒ Yes If so, how many? 6 ☐ No

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

Height: 4 ft Width: 8 ft. Height above ground: 4 ft

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

5. PARKING AND LOADING:

How many parking spaces? _____

Is there is a loading or unloading area? Staging area shown on application exhibits will be used for parking, loading and unloading, as needed.

ANIMAL CARE-RELATED USES

1. MAXIMUM NUMBER OF ANIMALS: Not Applicable

2. HOW WILL ANIMALS BE HOUSED AT THE LOCATION? Not Applicable

☐ Building ☐ Kennel ☐ Individual Housing ☐ Other _____

3. HOW DO YOU PROPOSE TO MITIGATE NOISE? Not Applicable

☐ Building ☐ Enclosure ☐ Barrier/Berm ☐ Bark Collars

4. ANIMAL WASTE DISPOSAL Not Applicable

☐ Individual Domestic Septic System ☐ Animal Waste Only Septic System

☐ Other: _____



**PROFESSIONAL
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**Notice of Neighborhood Meeting
Conditional Use Permit
Pre-application requirement for a Public Hearing**

July 26, 2024

Dear Neighbors,

The purpose of this letter is to invite you to the Neighborhood Meeting for the proposed **Arrowhead Springs Ranch Gravel Pit**. The meeting will be held on Tuesday August 20, 2024, at 6:30 p.m. at the house on the subject property, located at 21793 Highway 20/26, Parma, ID. This meeting is NOT a public hearing before a governing body of the County. This meeting is a pre-application requirement and is for informational purposes and to receive feedback from you as we move through the application process.

The proposal is the mining of sand & gravel on the property resulting in two ponds of approximately 7-acres and 14-acres. The mining will take place in the areas shown on the attached Pond/Gravel Pit Location Map on the property located at 21793 Highway 20/26. The proposed mining area/future pond along with the vicinity map is enclosed.

Please do not call Canyon County Development Services regarding this meeting. This is a PRE-APPLICATION requirement and we have not submitted the application for consideration at this time. The county currently has no information on this project.

If you cannot attend the Neighborhood Meeting and would like to comment on the proposal, please submit written comments via email to mary@pe-services.biz, or US mail to this address.

Professional Engineering Services
5636 N. Portsmouth Ave.
Boise, ID 83714

We hope you can attend the Neighborhood Meeting on Tuesday August 20, 2024, at 6:30 p.m.

Very truly yours,

Mary B. Wall, PE
Principal

Enclosures: Vicinity Map and Preliminary Layout

ARROWHEAD SPRINGS RANCH GRAVEL PIT - MAILING LIST FOR NEIGHBORHOOD MEETING

| Primary Owner | Owner Address | Owner City | Properties Owned |
|-----------------------------------|-----------------------|-------------------|--|
| ARROWHEAD SPRINGS RANCH LLC | 21793 HWY 20 26 | CALDWELL ID 83607 | R3849200000, R3853500000, R3855000000, and R3853700000 |
| ASAM TRUST | PO BOX 9200 | KETCHUM ID 83340 | R3854800000 |
| ASUMENDI RUBEN J | 23032 HWY 20 26 | PARMA ID 83660 | R3854900000 |
| BILBAO FAMILY TRUST | PO BOX 280 | ELKO NV 89803 | R3850400000 and R3853800000 |
| HOUSTON MICHAEL M | 23228 BOISE RIVER RD | CALDWELL ID 83607 | R3853900000 |
| LUECHTEFELD CONNIE A FAMILY TRUST | 22410 TEN DAVIS RD | PARMA ID 83660 | R3849300000 |
| MARY WALL | 5636 N PORTSMOUTH AVE | BOISE ID 83714 | Applicant's Representative |
| PEARSALL JOHN W | 21658 PURPLE SAGE RD | CALDWELL ID 83607 | R3849001000 |
| ROCHE LANDS LLC | 23019 HWY 20 26 | PARMA ID 83660 | R3854901000, R3849100000, R3849000000, and R38490010A0 |
| SUNROC CORPORATION | 730 N 1500 W | OREM UT 84057 | R3855100000 |
| VALUE HOMES OF IDAHO LLC | PO BOX 700 | CALDWELL ID 83606 | R3850201000 |

NEIGHBORHOOD MEETING SIGN-UP

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

zoninginfo@canyoncounty.id.gov

Phone: 208-454-7458

Fax: 208-454-6633



NEIGHBORHOOD MEETING 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: 21793 Highway 20/26

City: Notus / Parma

Notices Mailed Date: July 26, 2024

Description of the Request:

Conditional Use Permit for the Arrowhead Springs Gravel Pit - 7 acre and a 14-acre gravel pit proposed

Parcel Number: R3853500000 + R3855000000

State: ID

ZIP Code: 83607

Number of Acres: 121

Current Zoning: AG

APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: Mary Wall

Company Name: Professional Engineering Services

Current address: 5636 N. Portsmouth Ave

City: Boise

State: ID

ZIP Code: 83714

Phone: 406-600-6218

Cell: 406-600-6218

Fax: —

Email: mary@pe-services.biz

MEETING INFORMATION

DATE OF MEETING: August 20, 2024 MEETING LOCATION: Onsite @ 21793 Highway 20/26

MEETING START TIME: 6:30 pm MEETING END TIME: 6:20 pm

ATTENDEES:

| NAME (PLEASE PRINT) | SIGNATURE: | ADDRESS: |
|---------------------|------------|--|
| 1. Tom Johnston | | 82410 Ten Davis Rd Parma 83660 |
| 2. Brian Burnett | | 1125 W. Two Rivers Ln, Eagle, ID 83616 |
| 3. Kevin Rich | | 21793 Hwy 20/26 Caldwell |
| 4. NATE PAGE | | 19222 Warner Way 83605 |
| 5. Racheal Rich | | 19222 Warner Way 83605 |
| 6. Rylan Burnett | | 1125 W. TWO RIVERS LN EAGLE |
| 7. Kaden Tucker | | 6915 Glenn Brook Pl Kuna, ID |
| 8. | | |
| 9. | | |

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| 20. |

NEIGHBORHOOD MEETING CERTIFICATION:

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

APPLICANT/REPRESENTATIVE (Please print):

Mary B. Wall

APPLICANT/REPRESENTATIVE (Signature): Mary B. Wall

DATE: 8 / 20 / 24

8/20/24 - Notus Gravel Pit Neighborhood Meeting Notes (Arrowhead Springs Ranch)

See sign in sheet for list of attendees.

Note that all attendees except for Tom Johnston were associated with the proposed project so comments/concerns were those presented by Mr. Johnston.

Mr. Johnston owns property on the north side of Hwy 20/26 that he farms. His primary concern is the maintenance of the irrigation waste ditch/drain on the subject property. When the drains are not maintained to keep irrigation wastewater flowing it will back up on Mr. Johnston's property. This is the responsibility of the property owner. Mr. Johnston would like some written assurance such as verbiage on the project plan that this maintenance will be done.

No other concerns were raised. 



AGENCY ACKNOWLEDGMENT

Date:

Arrowhead Springs Ranch Sand & Gravel Pit

Applicant: Brian Burnett, Drake Investments, LLC (Representative: Mary Wall, Professional Engineering Services)

Parcel Number: R3853500000 and R3855000000

Site Address: 21793 Highway 20/26, Parma, Canyon County, ID

OFFICIAL USE ONLY BELOW THIS LINE – ACKNOWLEDGMENT ACTION:

Southwest District Health:

☒ Applicant submitted/met for official review.

Date: 08/12/2024

Signed:

Anthony Lee

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

Fire District:

☒ Applicant submitted/met for official review.

District: *Parma Fire*

Date: *8/20/24*

Signed:

[Signature]

Authorized Fire District Representative
(This signature does not guarantee project or permit approval)

Highway District:

☒ Applicant submitted/met for official review.

District: *Notus-Parma Highway District*

Date: *8-18-24*

Signed:

[Signature]

Authorized Highway District Representative
(This signature does not guarantee project or permit approval)

Irrigation District:

☐ Applicant submitted/met for official review.

District: _____

Date: _____

Signed: _____

Authorized Irrigation Representative
(This signature does not guarantee project or permit approval)

Area of City Impact:

☒ Applicant submitted/met for official review.

City: *Notus*

Date: *8-14-2024*

Signed:

Loretta Volkman City Clerk

Authorized AOCI Representative
(This signature does not guarantee project or permit approval)

Received by Canyon County Development Services:

Date: _____

Signed: _____

Canyon County Development Services Staff

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



AGENCY ACKNOWLEDGMENT

Date: _____ Arrowhead Springs Ranch Sand & Gravel Pit
Applicant: Brian Burnett, Drake Investments, LLC (Representative: Mary Wall, Professional Engineering Services)
Parcel Number: R3853500000 and R3855000000
Site Address: 21793 Highway 20/26, Parma, Canyon County, ID

OFFICIAL USE ONLY BELOW THIS LINE – ACKNOWLEDGMENT ACTION:

Southwest District Health:

☒ Applicant submitted/met for official review.

Date: 08/12/2024 Signed: Anthony Lee
Authorized Southwest District Health Representative
(This signature does not guarantee project or permit approval)

Fire District:

☐ Applicant submitted/met for official review.

Date: _____ Signed: _____
Authorized Fire District Representative
(This signature does not guarantee project or permit approval)

Highway District:

☐ Applicant submitted/met for official review.

Date: _____ Signed: _____
Authorized Highway District Representative
(This signature does not guarantee project or permit approval)

Irrigation District:

☐ Applicant submitted/met for official review.

Date: 18 Sept 24 Signed: by Rod Nielsen
District: Farmers Coop Ditch Co.
Authorized Irrigation Representative
(This signature does not guarantee project or permit approval)

Area of City Impact:

☐ Applicant submitted/met for official review.

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

Received by Canyon County Development Services:

Date: _____ Signed: _____
Canyon County Development Services Staff

Farmers Cooperative Ditch Company

9/10/2024

RE: Canyon County Conditional Use Permit, Lemp Ln Project
Brian Burnett
Kevin Rich

Thank you for your letter dated September 9th, 2024, acknowledging that you intend to retain and protect all existing ditches which cross your property and the benefits such ditches provide to carry irrigation water and irrigation return flows from upstream properties. Based upon this acknowledgement, and based upon the condition that you do in fact retain and protect all existing ditches, FCDC has no objection to your proposed project.

Please note that Canyon County has been provided a copy of this letter and agreement so as to ensure that your acknowledgment is a condition of any approval.

Thank you,



Board Member

FCDC
120 N 3rd St
Box 69
FCDC1875@gmail.com
Parma, ID. 83660

208-722-2010

September 17, 2024

Board Members
Farmers' Cooperative Ditch Company
120 N. 3rd Street
Parma, ID 83660

Dear Members of the FCDC Board,

I, Kevin Rich, as owner of Arrowhead Springs Ranch, the property located at 21793 Highway 20/26, Parma, Idaho, commit to the Farmers' Cooperative Ditch Company (FCDC) that I will clean and maintain the irrigation surface waterways on my property. I understand that maintenance of the waterways on my property is critical to the functioning of the irrigation systems on upstream properties. I will work with the FCDC to assure that surface water maintenance on my property provides for continuous water flow through my property.



Signer ID: 6KFF5WXC13...
Kevin Rich

09/18/2024 PDT

Date

Signature Certificate



Envelope Ref:aa7c70f16354612300e85c752ba7f8dcc7e738fe

Author: Randy Wall Creation Date: 17 Sep 2024, 12:00:13, PDT Completion Date: 18 Sep 2024, 08:10:15, PDT


Document Details:



Name: MaintenanceCommitment-240917
Type:
Document Ref: 40e0a43990454dd37ef3242f36cf20a34f4a15594b9f15c28e003be488e36906
Document Total Pages: 1

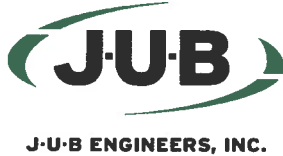
Document Signed By:

Name: Kevin Rich
Email: [REDACTED]
IP: 2605:59c0:31a5:d910:9ccf:163a:fe44:c4e8
Location: SALT LAKE CITY, UT (US)
Date: 18 Sep 2024, 08:10:15, PDT
Consent: eSignature Consent Accepted
Security Level: Email


Signer ID: 6KFF5WXC13...

Document History:

| | |
|----------------------|---|
| Envelope Created | Randy Wall created this envelope on 17 Sep 2024, 12:00:13, PDT |
| Invitation Sent | Invitation sent to Kevin Rich on 17 Sep 2024, 12:01:31, PDT |
| Invitation Accepted | Invitation accepted by Kevin Rich on 18 Sep 2024, 08:09:45, PDT |
| Signed by Kevin Rich | Kevin Rich signed this Envelope on 18 Sep 2024, 08:10:15, PDT |
| Executed | Document(s) successfully executed on 18 Sep 2024, 08:10:15, PDT |
| Signed Document(s) | Link emailed to blackdogmachinelc@outlook.com |
| Signed Document(s) | Link emailed to randy@pe-services.biz |



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

September 9, 2024

Mary B. Wall
Professional Engineering Services
mary@pe-services.biz

RE: **ARROWHEAD SPRINGS RANCH SAND AND GRAVEL PIT, 21793 HIGHWAY 20/26, PARMA, ID.**

Dear Mary:

On behalf of the Notus Parma Highway District No. 2 (NPHD), I have reviewed the application dated 08/12/2024, for the property located at 21793 Highway 20/26, Parma, ID for the subject Parcels #R3853500000, R3855000000, and R3849200000.

NPHD does not currently maintain W Purple Sage Road south of Highway 20/26.

Conditions of Approval:

- ñ This application will need to be submitted to the Idaho Transportation Department District 3 for Right of Way permit access and a new approach onto Highway 20/26.

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

NPHD requests Canyon County Development Services incorporate these comments into proposed Conditions of Approval for consideration/approval by the Planning & Zoning Commission and the Canyon County Commissioners in the event the Conditional Use Permit is approved.

Respectfully,

J-U-B ENGINEERS, Inc.

Timothy Blair, P.E. (ID, OR)
Area Manager - Meridian

CC:

- ñ Lynn Troxel, NPHD#2 Director of Highways
- ñ Jay Kiiha, White Peterson
- ñ Zoninginfo@canyoncounty.id.gov



Canyon County Recorder's Office Cover Page

2020-065915

RECORDED

11/06/2020 04:03 PM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=3 DLSTEPHENS

\$15.00

TYPE: DEED

ALEX KINCAID LAW

ELECTRONICALLY RECORDED

QUITCLAIM DEED

Kevin W. Rich and Ping Rich, husband and wife, hereinafter "Grantors," for good and valuable consideration received, do release and forever quitclaim unto Arrowhead Springs Ranch LLC, whose current address is 22843 Buskirk Drive, Middleton, Idaho 83644 hereinafter "Grantee," and to its heirs and assigns, all right, title and interest which Grantors now have or may hereafter acquire in the real property located in the County of Canyon County, State of Idaho, at 21793 Highway 20-26, Notus, Idaho 83656, more fully described as:

EXHIBIT A

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto Grantee, and to its heirs and assigns forever.

WITNESS the hand of said Grantor this 4th day of November 2020.

Kevin W. Rich

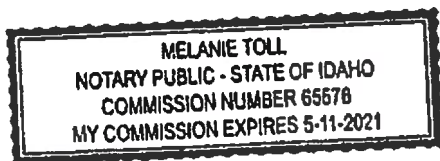
Kevin W. Rich

Ping Rich

Ping Rich

STATE OF IDAHO)
) ss
County of Gem)

On this 4th day of November 2020, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Kevin W. Rich and Ping Rich, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Melanie Toll
Notary Public

My Commission Expires: MAY 11, 2021

EXHIBIT A

Parcel I

All of Lots 4 and 5, Section 33, Township 5 North, Range 4 West, Boise Meridian, EXCEPTING THEREFROM that portion of Lot 5 which lies North and East of the right of way of the Oregon Short Line Railway Company

Parcel II

That portion of the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of Section 28, Township 5 North, Range 4 West, Boise Meridian, lying South and West of the right of way of the Oregon Short Line Railway Company.

AND

All that part of the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section 29, Township 5 North, Range 4 West, Boise Meridian, lying South of the right of way of the Oregon Short Line Railway Company.

EXCEPTING THEREFROM a strip of land 326 1/2 feet wide along the West side thereof, heretofore conveyed to Charles H. Sanders by Deed dated December 2, 1911, and recorded in Book 60 of Deeds, Page 592, records of Canyon County, Idaho; AND ALSO EXCEPTING a road right of way 50 feet wide along railway right of way across Lot 5 of Section 33.

Parcel III

Lot 8 of Section 32 in Township 5 North, Range 4 West, Boise Meridian, lying South of the Boise River

Parcel IV

Beginning at the Northeast corner of Section 32, Township 5 North, Range 4 West, Boise Meridian; thence running South along the Section line between Sections 32 and 33 of said Township and Range to a point 2740 feet North of the Southeast corner of said Section 32; thence North 84°4" West, 65.5 feet; thence North 42°52" West 215.00 feet; thence North 52°49" West 90 feet; thence North 34°58" West 500.5 feet; thence North 64°27" West 167.5 feet; thence North 84°09" West 136 feet; thence South 84°04" West 191 feet; thence South 65°05" West 301.3 feet to a point on the North and South line through the center of the Northeast Quarter of said Section 32; thence North along said North and South line to the section line between Sections 29 and 32 of said Township and Range, being the Northwest corner of Lot 1, as shown on the United States Government Survey; thence East along said Section line to the place of beginning; being the Northeast corner of Lot 1, as shown on the United States Government Survey; EXCEPTING THEREFROM the following portion:

Commencing at the Northwest corner of said Lot 1; thence East along the North line of said Lot, 326.5 feet; thence South 1332.86 feet; thence Southwesterly 330 feet to a point on the West line of said Lot 1, running thence North along the West line of said Lot 1, 1380 feet to the Point of Beginning, said property being deeded to Charles H. Sanders, by Deed dated December 2, 1911, in Book 60 of Deeds, Page 592, records of Canyon County, Idaho.

QUALITY SAND & GRAVEL / SUPERIOR CONSTRUCTION & EXC. LEASE AGREEMENT

THIS SAND AND GRAVEL LEASE AGREEMENT (hereinafter, "Agreement") is made and entered into this 28th day of May 2024 by and between the Arrowhead Springs Ranch, L.L.C. an Idaho limited liability company located at 21793 Highway 20/26 Caldwell, ID 83607 (hereinafter "LESSOR"), and Quality Sand & Gravel / Superior Construction & Excavation Inc., an Idaho corporation, 15101 Green Rd. Caldwell, ID 83607 (hereinafter, "LESSEE")

1. DESCRIPTION OF REAL PROPERTY. LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, on the terms, covenants and conditions set forth herein, the parcel of real property (hereinafter, the "Premises"), consisting of two location(s) on property resulting in approximately 21 acres more or less.

2. TERM. Unless sooner terminated as provided in this Agreement, this Agreement shall remain in effect for two (2) years commencing on approval from Canyon County conditional use permit (CUP) and continuing until gravel extraction is completed. This Agreement may thereafter be extended upon mutual written agreement of the parties.

3. PAYMENTS

A. Royalty Payments. As consideration for this Agreement, LESSEE shall pay to LESSOR a monthly royalty payment of \$1.50 for each cubic yard of gravel material removed from the Premises (not to include overburden materials). LESSEE shall make the royalty payments in accordance with the unit prices and tons-per-cubic yard conversion factors.

B. Method of Payment. All royalty payment and other payments shall be on or before the fifteenth (15th) day of the month following the calendar month in which the material was removed from the Premises.

C. Method of Measurement. Measurement of all removed materials shall be by truck scale located on the Premises, and all weights shall be converted to cubic yards based on the conversion factors. LESSOR may make such inspections of the weighing operations and may monitor the removal and weighing process at any time, at LESSOR's discretion, by providing at least two (2) hours verbal notice to LESSEE. When mineral extraction is active and operational.

D. Accounting for Monthly Royalties. By the fifteenth day following each calendar month, LESSEE shall account to LESSOR for all the materials removed from the Premises for that month. This accounting shall be supplied by LESSEE to LESSOR in a format that includes the information for both the current month and for each of the preceding months of the current operating year.

E. Books and Records. LESSEE shall keep complete records of all materials removed from the Premises on a daily basis. These records shall be kept for at least three (3) years.

LESSOR may, at any time, during regular business hours and after at least forty-eight (48) hours' notice to LESSEE, have these business records of LESSEE audited by a CPA, at LESSOR's expense. In the event that this CPA audit determines that there has been an underpayment or an overpayment, then the accounts shall be adjusted, and payment made in thirty (30) days to correct the underpayment or overpayment accordingly. In the event that LESSEE disagrees with the calculations of the CPA auditor, then LESSEE, at LESSEE's expense may employ a different CPA and have that CPA audit the records. The results of the two (2) CPA audits shall be averaged and any under or over payments shall be adjusted and payment made within thirty (30) days accordingly.

F. Surveys of Premises. LESSEE will permit LESSOR, or its representatives, to have access to the Premises at any time, with 24 hours' notice, for the purpose of surveying any aspect of the Premises. Any such surveys shall be made at the expense of LESSOR.

4. USE OF PREMISES.

A. Mining. LESSEE shall have the right to use the Premises for the purpose of exploring for excavating, mining removing processing crushing screening, selling, and marketing, sand gravel and rock, and any uses necessary for or incident to those purposes. LESSEE shall have the right to construct improvements on the Premises related to mining, including the right to construct a scale house office building of approximately 600 square feet a water well and pump house, septic system, water storage tank(s), waterlines, electrical power supply lines, a perimeter fence, and haul roads after obtaining any necessary building permits from Canyon County. Provided, however, the LESSOR shall apply for and own any water right or permit obtained for use on the Premises. LESSEE shall be allowed to store and park trucks and other equipment on the Premises as LESSEE sees fit so long as such parking or storage complies with conditional use permit.

B. Prohibited Uses. LESSEE shall be prohibited from using the Premises for any purpose not expressly stated in this Agreement except as otherwise agreed by LESSOR in writing. Prohibited uses include, but are not limited to, construction or use of housing for employees; construction or installation of equipment and facilities not associated with mining operations; and hauling storing or selling any materials on the Premises that did not originate on the Premises excluding required equipment for mineral extraction operations.

5. COMPLIANCE WITH GOVERNMENT REGULATION.

A. General Compliance. LESSEE shall comply with all applicable federal, state, local and other laws, rules and regulations governing its operations on the Premises.

B. Environmental Permits. LESSEE shall obtain all necessary air quality, water quality and other environmental permits and approvals from the U.S. Environmental Protection Agency and the Idaho Department of Environmental Quality. LESSEE shall fully comply with all terms and conditions of said permits and approvals, as may be amended or modified.

C. Reclamation Plan, Conditional Use Permit, and Master Site Plan. LESSEE shall fully comply with all terms and conditions of the Reclamation Plan. LESSEE shall also fully comply with all terms and conditions of the Conditional Use Permit and Master Site Plan. In the event LESSOR determines that LESSEE is not in compliance with a condition of approval adopted by the Idaho Department of Lands or Ada County, LESSOR shall notify LESSEE in writing specifying the condition of approval and the actions required by the governing agency standards to comply with the condition of approval. In the event LESSEE fails to take all required actions to comply with the condition of approval within fifteen (15) business days of receiving LESSOR's written notice, LESSOR may terminate this Agreement by written notice to LESSEE.

D. Drainage Plan. LESSEE shall construct and maintain site drainage facilities in compliance with the approved Drainage Plan.

6. GENERAL OPERATING PLAN. Prior to commencing any work on any of the phases of operation, LESSEE shall prepare for LESSOR's review and approval of a General Operating Plan consistent with the permits and approvals issued by the Idaho Department of Lands. The General Operating Plan shall be attached to and fully incorporated into the terms and conditions of this Agreement. LESSEE shall adhere to the General Operating Plan unless otherwise agreed in writing between the parties. LESSEE shall notify LESSOR in writing, and obtain LESSOR's written approval, which shall not be unreasonably withheld, for any change(s) that LESSEE desires to make in any of the provisions of the General Operating Plan. Upon approval by the LESSOR, the General Operating Plan will be amended to reflect such changes.

A. LESSOR grants LESSEE full permission and authority to submit and sign applications, permits and contracts and any and all documentation relating to mineral extraction on said / defined property for explicit purpose of mineral extraction.

7. MAXIMUM RECOVERY AND INDUSTRY PRACTICES.

LESSEE shall conduct the mining operation so as to recover, to the maximum extent practicable, all merchantable sand, gravel and other material. LESSEE shall conduct all operations to minimize waste and, in a manner consistent with the best practices of the mining industry so as to control dust, noise, traffic and visual impacts to surrounding properties.

8. WATER AND UTILITIES. There is no water and there are no utilities currently available on the Premises. LESSEE shall be solely responsible for construction of any well.

bringing water to the Premises, installation of any utilities on the Premises, and any other service LESSOR desires on the Premises. Provided, however LESSOR shall use its best efforts to obtain, and shall own, any water right or permit for use on the Premises.

9. MATERIALMEN LIENS. LESSEE shall keep the Premises free of liens for labor performed or materials or merchandise furnished for use on the Premises and shall hold LESSOR harmless from all costs, loss or damage which may result from any work or operations of LESSEE or its possession or occupancy of the Premises. LESSEE shall permit LESSOR to post on the Premises notices of non-liability for labor performed or materials or merchandise furnished.

10. TAXES. LESSEE shall be solely responsible for sales taxes levied on LESSEE or on sand, gravel or rock stockpiled on or removed from the Premises, and for taxes on any equipment or items placed on the Premises by LESSEE. As real property taxes and assessments levied or assessed against the Premises become due the LESSOR will make payment to the taxing authority. LESSOR shall request Ada County to maintain an agricultural exemption on all property not currently being mined by LESSEE.

11. INSURANCE. LESSEE shall carry at all times during the term of this Agreement the following minimum insurance coverage:

- A. Workman's Compensation Insurance to the extent required by Idaho law;
- B. Employer's Liability Insurance with limits of not less than \$2 million for injury or death resulting from any accident or occupational disease
- C. Comprehensive General Liability Insurance with bodily injury liability limits of not less than \$2 million for injury or death resulting from any one occurrence, and property damage liability limits of not less than \$1 million per occurrence; and
- D. Automobile Liability Insurance, including all non-owned, hired, rented or owned equipment with bodily injury limits of not less than \$2 million for injuries to or death of each person resulting from any one occurrence, and property damage liability of not less than \$1 million per occurrence. Policies providing coverage under this Agreement shall not be subject to cancellation or material change except upon thirty (30) days prior written notice to LESSOR. LESSOR shall be named as an additional insured on all of these policies, and LESSEE shall provide LESSOR with either a copy of the policy or a copy of the declaration page or binder.

12. INDEMNIFICATION BY LESSEE. This Lease is made on the express condition that except for LESSOR's negligence LESSOR shall not be liable or suffer loss by reason of injury to person or property from whatever cause or in any way connected with the condition or use of the Premises or the improvements or personal property therein or thereon, including, without limitation, any liability for injury to the person or property of LESSEE, its agents, officers, employees or invitees. LESSEE agrees to indemnify, defend and hold LESSOR absolutely harmless from any and all liability, loss, cost or obligation on account of, or arising out of, any such injury or loss however occurring.

13. INSPECTION OF PREMISES. LESSOR or LESSOR's authorized representative may enter upon the Premises at reasonable times for the purpose of inspecting the Premises and LESSEE's operations but shall do so as not to hinder unreasonably the operations of LESSEE.

14. MAINTENANCE AND REPAIR. Any and all maintenance and repairs of any kind of all equipment, facilities and improvements furnished by LESSEE shall be the responsibility of the LESSEE and performed at the expense of LESSEE.

15. ENVIRONMENTAL. LESSEE shall at all times keep the Premises free from Hazardous Materials. LESSEE shall not generate, manufacture, store, release, or dispose of Hazardous Materials in, on, about, or under the Premises in violation of any federal, state or local law, decision, statute, rule, ordinance or regulation currently in existence or hereinafter enacted or amended. LESSEE shall give LESSOR prompt written notice of any claim by any person, entity or governmental agency that a release or disposal of Hazardous Materials has occurred in, on, about or under the Premises. LESSEE, through professional engineers and at LESSEE's sole cost, shall promptly and thoroughly investigate, remove, repair, clean up and/or detoxify any Hazardous Materials from the Premises whether or not such actions are required by law if the LESSEE or any agent, invitee or guest of the LESSEE is responsible for the existence of the Hazardous Materials in, on, about or under the Premises. "Hazardous Materials" shall include, but shall not be limited to, substances defined as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances" in any federal, state or local statute, law, ordinance or regulation.

including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq. and the Idaho Hazardous Waste Management Act of 1983, Idaho Code § 39-4401, et seq. LESSEE hereby agrees to indemnify, save, defend and hold harmless LESSOR from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against LESSOR for, with respect to, or as a direct or indirect result of, the presence in, on, about or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises of any Hazardous Materials, including without limitation any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any hazardous waste laws or regulations, if the such Hazardous Materials was caused by or within the control of the LESSEE or any agent, invitee or guest of LESSEE.

16. REMOVAL OF PROPERTY. Within thirty (30) days after expiration or termination of this Agreement LESSEE shall remove from the Premises all structures, equipment, personal property, and items owned by LESSEE, or erected or placed on the Premises by LESSEE.

17. DEFAULT. It is mutually understood and agreed that this Agreement is made and executed on the express condition that LESSEE will promptly perform each and every covenant, term, condition and agreement contained herein to be kept and performed by LESSEE. Except as set forth in Section 5 C, of this Agreement, if, at any time during the term of this Agreement LESSEE shall fail to perform any of the covenants, terms, conditions or agreements herein contained to be kept and performed by LESSEE and that failure shall continue for a period of thirty (30) days after written notice has been given to LESSEE, then and in such event, it shall be lawful and optional for LESSOR to terminate this Agreement and to re-enter the Premises and to remove all persons therefrom.

18. CONDEMNATION. In the event any condemnation makes it impracticable for LESSEE to continue under this Agreement LESSEE shall have the option to terminate this Agreement. In the event that there is a partial condemnation that does not make it impracticable for LESSEE to continue under this Agreement, LESSEE shall proceed with the lease. Any condemnation proceeds shall be paid to the parties according to their respective interests under this Agreement.

19. INSOLVENCY. Either (a) the appointment of a receiver to take possession of all or substantially (b) a general assignment by LESSEE for the benefits of creditors, or (c) any action taken or suffered by LESSEE under any insolvency or bankruptcy act shall, if any such appointments, assignments or action continues for a period of thirty (30) days, constitutes a breach of this Agreement by LESSEE, and LESSOR may at its election without notice, terminate this Agreement and in that event be entitled to immediate possession of the Premises and damages as provided in this Agreement.

20. EFFECT OF HOLDING OVER. If LESSEE should remain in possession of the Premises after the expiration of this Agreement and without executing a new Agreement, then such holding over shall be construed as a tenancy from month to month subject to all of the conditions, provisions, and obligations of this Agreement.

In the event either party desires to change the address to which a mailed notice shall be sent to them, that party shall similarly give to the other party written notice of that change in accordance with the provisions of this section.

B. Waiver. One or more waivers by either of the parties of any breach or default of the other party shall not be a waiver of any other breach or default of the same or any other covenant or condition. The consent of a party to approve of any act by the other party requiring consent or approval shall not be deemed to render unnecessary said consent to or approval of any subsequent similar act.

C. Assignment. The rights of LESSEE under this Agreement may not be assigned without the prior written consent of LESSOR.

D. Binding Effect. All covenants, conditions, limitations and provisions contained in this Agreement shall apply to and are binding upon the parties and their respective successors, heirs and assigns.

E. Attorney Fees. In the event either party institutes any action or proceeding in court to enforce any provision of this Agreement or brings an action for damages for an alleged breach of a provision of this Agreement, then the non-prevailing party agrees to pay to the prevailing party such amount as the court may adjudge to be reasonable as attorneys' fees for services in that action.

F. This instrument contains all of the agreements and conditions made between the parties to this lease and may not be modified orally or in any other manner than by an agreement in writing signed by all the parties to this lease.

G. Time is of the essence of each term and provision of this lease.

21. RIGHT OF FIRST REFUSAL. Within ten (10) days of Lessor's receipt from a third party of a bona fide offer to purchase the Premises at a specified price and terms, LESSOR shall provide LESSEE with written notice that LESSOR has received an offer to purchase the property which LESSOR intends to accept. LESSEE shall have ten (10) days after receipt of notice from the LESSOR to exercise the right of first refusal by providing LESSOR with written notice that LESSEE will purchase the Premises at the specified price and terms. Upon receipt by LESSOR of LESSEE's written notice that LESSEE intends to purchase the Premises upon the specified terms and conditions, LESSOR shall be obligated to sell the Premises to LESSEE at the specified price and terms. Closing of any such sale shall take place within thirty (30) days from the date of LESSEE's notice to LESSOR that it intends to purchase the property. In the event that LESSEE does not give LESSOR notice within the specified period, LESSOR shall not be obligated to sell the Premises to LESSEE and may thereafter sell the Premises to the third party making the offer. If for any reason the Premises are not sold to a third party, notice of any subsequent bona fide offers acceptable to LESSOR shall be given to LESSEE upon the same terms and conditions for acceptance or rejection as provided herein.

22. TERMINATION:

LESSOR and LESSEE have the right to terminate this agreement under material breach, change in circumstances, insolvency, and mutual agreement. If LESSOR terminates the agreement prior to mineral extraction commencement, LESSOR agrees to pay all associated costs incurred by LESSEE within 30 days of formal written notice and accounting costs associated with the project.

23. MISCELLANEOUS PROVISIONS.

A. Notices. All notices and other communications to either party shall be in writing and may be served personally upon the party intended to receive the notice or shall be sent by registered or certified mail to such party.

Mailed notices to the LESSOR shall be addressed to

Kevin Rich
Shall be addressed to
21793 Highway 20-26 Caldwell, ID 83607

Kelly Fulfer / Brian Burnet
Quality Sand & Gravel / Superior Construction & Excavation Inc.
15101 Green Rd.
Caldwell, ID 83607

Signatures:



Kevin Rich

5-31-24

Date

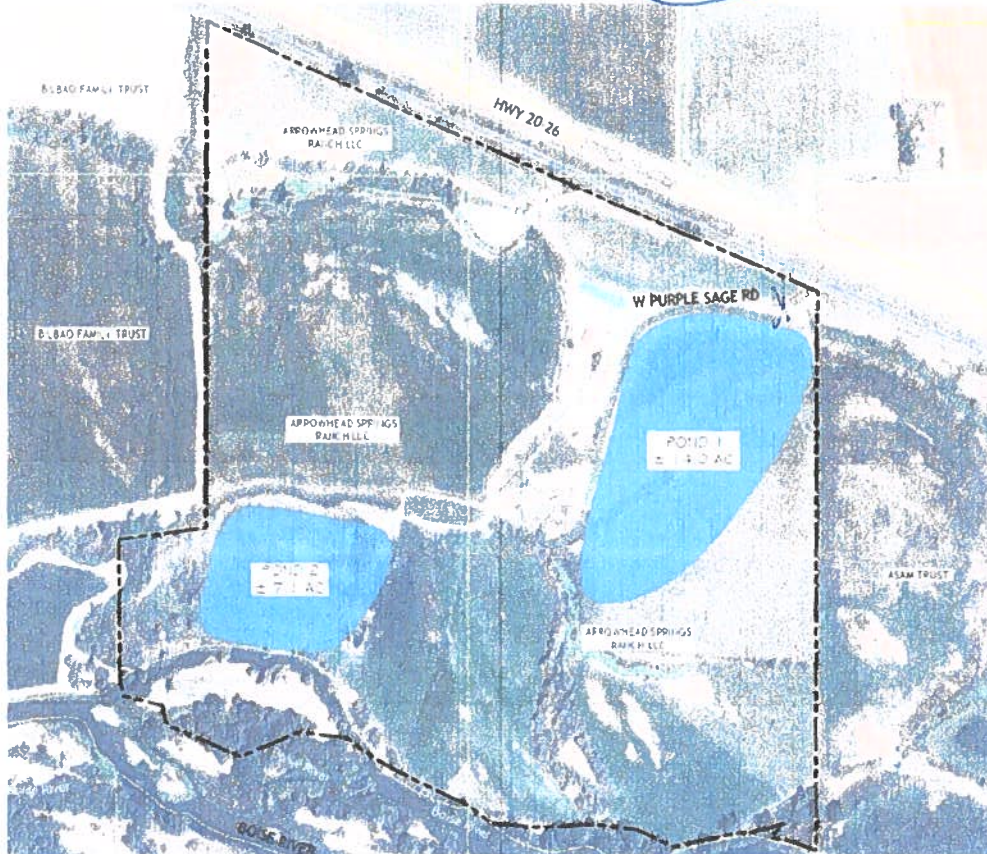


6-3-24

UKN

x RBB

Addendum #1



MINERALS, NAVIGABLE WATERS, OIL & GAS
RESOURCE PROTECTION & ASSISTANCE BUREAU
300 N. 6th Street Suite 103
PO Box 83720
Boise, ID 83720-0050
Phone (208) 334-0200
Fax (208) 334-3698



STATE BOARD OF LAND
COMMISSIONERS
Brad Little, Governor
Phil McGrane, Secretary of State
Raúl R. Labrador, Attorney General
Brandon D Woolf, State Controller
Debbie Critchfield, Sup't of Public Instruction

October 3, 2024

Superior Construction and Excavating
Attn: Kelly Fulfer
2350 W McMillan Rd
Meridian, ID 83646

This correspondence is notification the following reclamation plan is conditionally approved on October 3, 2024.

| PLAN NO. | ACRES | COUNTY | LEGAL DESCRIPTION |
|----------|-------|--------|---|
| S603015 | 34 | Canyon | Pts SE¼, NE¼, Sec 32, Pts W ½, NW¼, Sec 33, T05N R04W |

The plan was granted approval subject to the following terms and conditions:

1. All refuse, chemical and petroleum products and equipment shall be stored and maintained in a designated location, 100 feet away from any surface water and disposed of in such a manner as to prevent their entry into a waterway.
2. State water quality standards will be maintained at all times during the life of the operation. Should a violation of water quality standards occur, mining operations will cease immediately, corrective action will be taken, and the Department of Environmental Quality will be notified.
3. Erosion and non-point source pollution shall be minimized by careful design of the site access and implementing Best Management Practices, which may include, but are not limited to:
 - a. Diverting all surface water flows around the mining operation.
 - b. Removing and stockpiling vegetation and slash, except merchantable timber, for use in erosion control and reclamation;
 - c. Removing and stockpiling all topsoil or suitable plant growth material for use in reclamation.
4. In accordance with provisions of Idaho Code title 47, chapter 18, a payment to the state reclamation fund of \$500.00 for 34 disturbed acres over the next 12 months shall be paid by November 1, 2024. This payment will constitute financial assurance in lieu of a reclamation bond. Approval of this reclamation plan is conditioned upon receipt of the above payment by the date shown and annual payments in accordance with Idaho Code title 47, chapter 18 and IDAPA 20.03.03. Please ensure that you complete the enclosed acknowledgment and return it with your payment. This reclamation plan will be considered in good standing upon receipt of the above payment and signed acknowledgment.

5. If the reclamation plan is not bonded within twenty-four (24) months of approval the department will cancel this plan. This shall not prevent the operator from re-applying for reclamation plan approval.

6. Acceptance of this permit does not preclude the operator from obtaining other necessary permits and approvals from state and federal authorities, i.e. Storm Water Pollution Prevention Plan (SWPPP), wastewater generation and/or air quality permits, consultation with the National Oceanic and Atmospheric Administration Fisheries, U.S. Army Corps of Engineers 404 Permit and Stream Channel Alteration Permits for each production process.

7. At the beginning of each calendar year the operator or plan holder shall notify the director of any increase in the acreage of affected lands which will result from the planned surface mining activity within the next twelve (12) months. A correlative increase in the bond will be required for an increase in affected acreage.

Please note pursuant to Idaho Code section 47-1512(a), operations cannot commence until the bond payment established in Stipulation No. 4 is submitted to this department. Failure to submit payment before mining commences may subject you to legal action by the state pursuant to Idaho Code section 47-1513(d), which may include issuance of an order by the district court to temporarily restrain your mining operations without prior notice to you.

Condition

1. IDL understands the Applicant has not completed permitting necessary to commence operations at this site. The Applicant wishes to withhold payment of the BAF fee until all required permits are obtained. BAF billing is pro-rated on a twelve-month basis with November 1 as the anniversary date of coverage. When the Applicant is prepared to commence mining activities, the Applicant will contact IDL to determine what the pro-rated amount of \$500 will constitute at that time.

If the department does not receive a written notice of objection from you regarding these stipulations by [October 17, 2024](#), the stipulations will be considered as accepted.

If you have any questions, you may contact me at the above address or telephone (208) 334-0208.

Sincerely,



Katy Keeton
Technical Records Specialist II

Enclosure(s)
CC: Bureau



Bond Assurance Fund Acknowledgement Form

Mineral Lease/Dredge and Placer Permit/Reclamation Plan No. S603015

In accordance with 47-1803(2), this payment and my signature certify that I shall perform the requirements of the approved mineral lease, dredge and placer permit, or reclamation plan listed on this bill, and that I shall comply with all administrative rules governing the operation.

Kelly Fulfer

Print name of lessee or permit/plan holder

Revised Acres (if needed)

Signature of lessee or permit/plan holder

Date



**PROFESSIONAL
ENGINEERING
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**ARROWHEAD SPRINGS RANCH GRAVEL PITS
SUPPLEMENTAL INFORMATION FOR THE APPLICATION OF
RECLAMATION PLAN APPROVAL**

Located at 21793 Highway 20/26, Parma, Idaho

Prepared by:
Mary B. Wall, PE
Professional Engineering Services
5636 N. Portsmouth Ave.
Boise, ID 83714

July 24, 2024
Revised September 17, 2024

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| I. Addressing Item 12, Application for Reclamation Plan Approval..... | 3 |
| II. Addressing Item 13, Application for Reclamation Plan Approva | 4 |

Exhibits

| | |
|--|------------|
| Vicinity Map | Exhibit 1 |
| Property Ownership Map | Exhibit 2 |
| Site Map | Exhibit 3 |
| Site Map with Water Ways | Exhibit 4 |
| Operations Location Map | Exhibit 5 |
| Cross-Section Location Map | Exhibit 6 |
| Cross-Sections – Pre- and Post-Mining | Exhibit 7 |
| Drainage Control Map | Exhibit 8 |
| Final Activities Map..... | Exhibit 9 |
| Opinion of Probable Cost for Reclamation | Exhibit 10 |

I. Addressing Item 12, Application for Reclamation Plan Approval

- a. Exhibit 1 provides the vicinity map showing the site location. The property is located at 21793 Highway 20/26, Parma, Idaho. Arrowhead Springs Ranch consists of Assessors Parcel Numbers R3853500000, R3855000000, and R3849200000.
- b. The main haul road is W. Purple Sage Road which will get trucks from the gravel pit(s) to Highway 20/26. This road is shown on Exhibit 3 and will be extended, as required, to reach the proposed gravel pits. An onsite temporary haul road will be constructed at the start of the mining operations and will be gradually abandoned as the mining activity progresses across the proposed gravel pits. Ongoing maintenance of W. Purple Sage Road will be provided during gravel mining operations and will be left in good condition upon the conclusion of the mining activity. Mining operations are estimated to start in June 2025 and conclude in June 2045.
- c.
 - I. Exhibit 4 provides approximate locations and names, if known, of the bodies of water within 1,000 feet of the surface mining operations. Waterways in the immediate vicinity of the mining operation primarily consist of irrigation supply ditches and irrigation waste ditches. The irrigation waste ditches discharge into the Boise River. The Boise River is located approximately 75 feet south of the west mining area and 1,000 feet south of the east mining area.
 - II. Exhibits 2 and 3 provide property ownership information and the gravel pit property boundary. Exhibit 3 shows the limits of the gravel mining operation and the area affected during the first couple years of operation.
 - III. Exhibit 5 shows the planned configuration of the gravel pit, stockpile area, staging area and sediment ponds/dewatering area.
 - IV. All mining will be surface mining. There will be no underground mine openings on the property.
 - V. Fuel will be stored in a mobile fuel storage container which will be located in the staging area shown on Exhibit 5. No other equipment maintenance products, wastes, or chemicals will be stored on site.
- d. Exhibit 2 is the Ownership Map and provides ownership information, assessor's parcel number, and parcels size for the proposed gravel pit site and the surrounding properties. The property is owned by Arrowhead Springs Ranch, LLC. The gravel pit operation will be conducted by Superior Construction.

- e. Exhibit 6 provides the cross-section location and Exhibit 7 provides the cross-section views of the mine prior to mining, at maximum disturbance, and after reclamation.

II. Addressing Item 13, Application for Reclamation Plan Approval

- a. Exhibit 8 is the Drainage Control Map which shows the general slope of the property prior to any mining activity. The property generally slopes from south to north away from the Boise River and from east to west. A berm exists on the north side of the east pond which will prevent drainage from entering the waste ditch along the north boundary. A berm will be placed on the north side of the west gravel pit to prevent drainage from entering the irrigation waste or supply ditch. The entire operations area will be sloped towards the gravel pit area to prevent any surface water from leaving the site. Sediment ponds will be excavated as needed during operations. Ponds will be cleaned as needed and sediment will be moved to the overburden storage area.
- b. Site specific water quality impacts from mining operations will be addressed as outlined in the above section.
- c. No post-closure (post-reclamation) activities will be required.
- d. All existing roads will be maintained during mining operations and will be left in good condition when mining activities cease.
- e. See Exhibit 9 for final activities and revegetation information. Topsoil will be salvaged and stockpiled in the stockpile area shown on Exhibit 5. The main pit area will be used as a pond fed by groundwater. The fine sandy loam topsoil will be spread on the upper reclaimed slopes and other disturbed areas onsite at a minimum depth required for healthy plant growth and track-walked to control erosion. Grass seed and fertilizer recommendations follow. Straw mulch will be applied as needed.

Seed Mix:

| | |
|-----------------------|-----|
| Bluebunch Wheatgrass | 20% |
| Idaho Fescue | 15% |
| Indian Ricegrass | 15% |
| Needle and Thread | 1% |
| Prairie Junegrass | 10% |
| Thickspike Wheatgrass | 15% |
| Sand Dropseed | 14% |
| Sandberg Bluegrass | 10% |

Application Rate: 15.4 pounds per acre

Seeding Time:

The optimal seeding time shall be in the fall, between mid-September and mid-October. If seeding is applied too early or too late and proper germination has not been established prior to fall dormancy, then reseeding shall be applied in early spring, as soon as soil is workable, not muddy, and between the months of March and May. This seeding window provides the typical optimal weather conditions for seed germination and survival. Dormant seeding after November 20th helps to ensure that germination does not occur prior to the following spring growing season and should be installed prior to freezing weather conditions.

Fertilization:

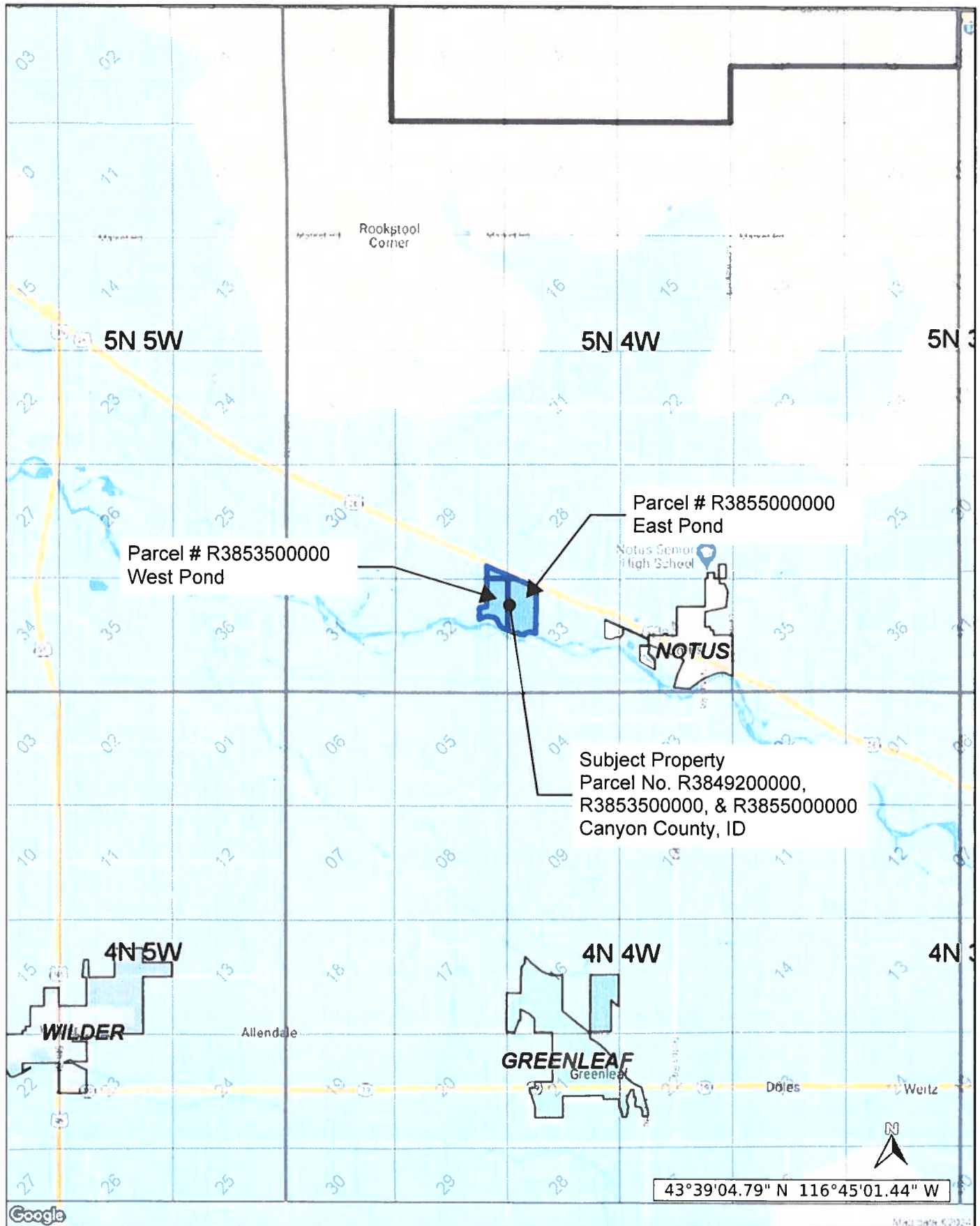
Fertilization is not recommended for reclamation seeding due to promotion of the encouraged weed presence. Soil amendments might be recommended if soil conditions are unsuitable for proper seed germination and growth based on existing soil testing conditions.

- f. For final reclamation, sediment ponds will be filled with materials from the mining operation and capped with topsoil from the stockpile area.
- g. There will be no underground mine openings on this site. All mining activity is surface mining of sands and gravels.
- h. The estimate of the actual cost of third-party post-mining reclamation of the site is \$83,813. Exhibit 10 provides a detailed cost estimate.

Vicinity Map

Arrowhead Springs Ranch Reclamation Plan Application
21793 Highway 20/26, Canyon County, ID

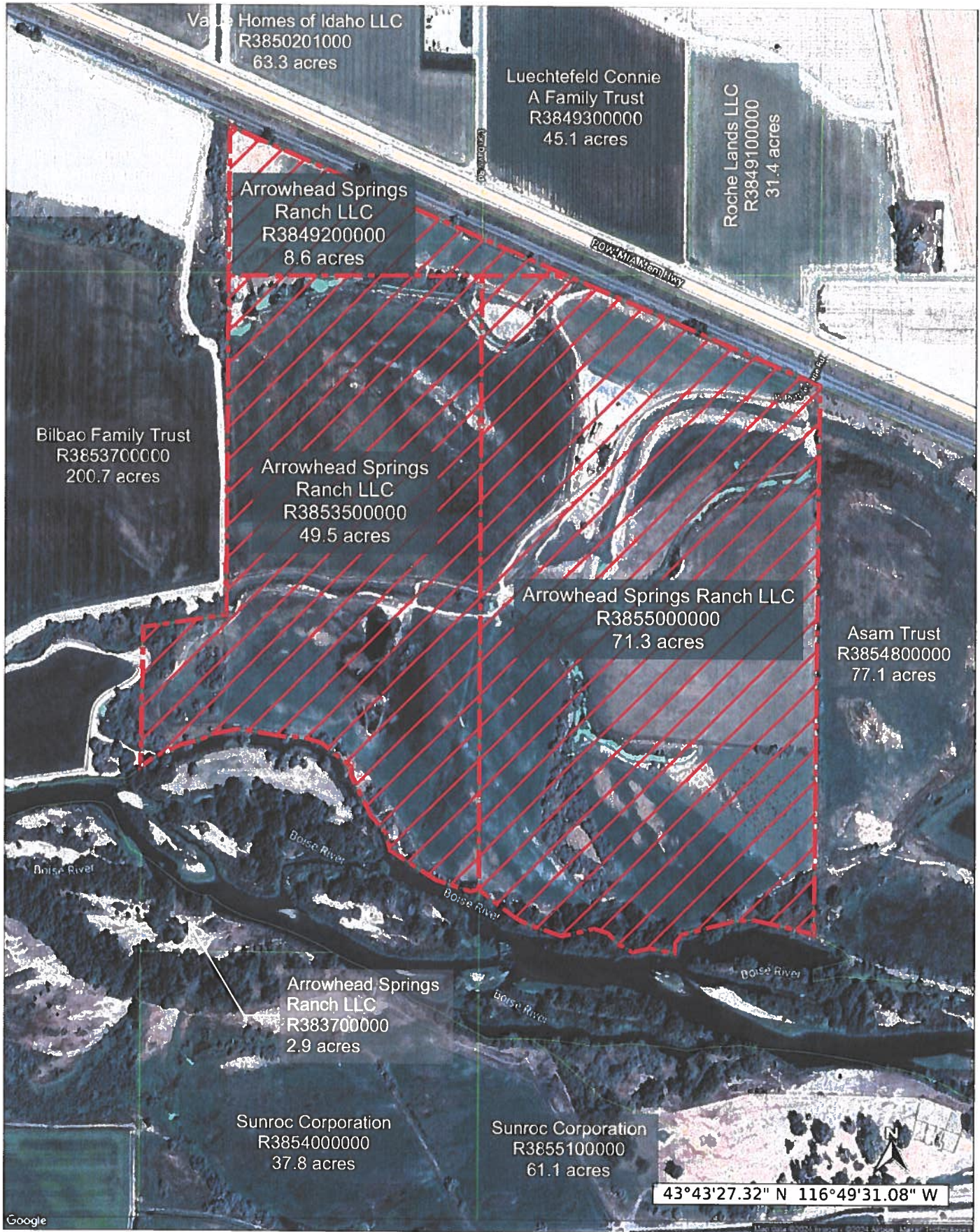
Exhibit 1



Property Ownership Map

Arrowhead Springs Ranch Reclamation Plan Application
21793 Highway 20/26, Canyon County, ID

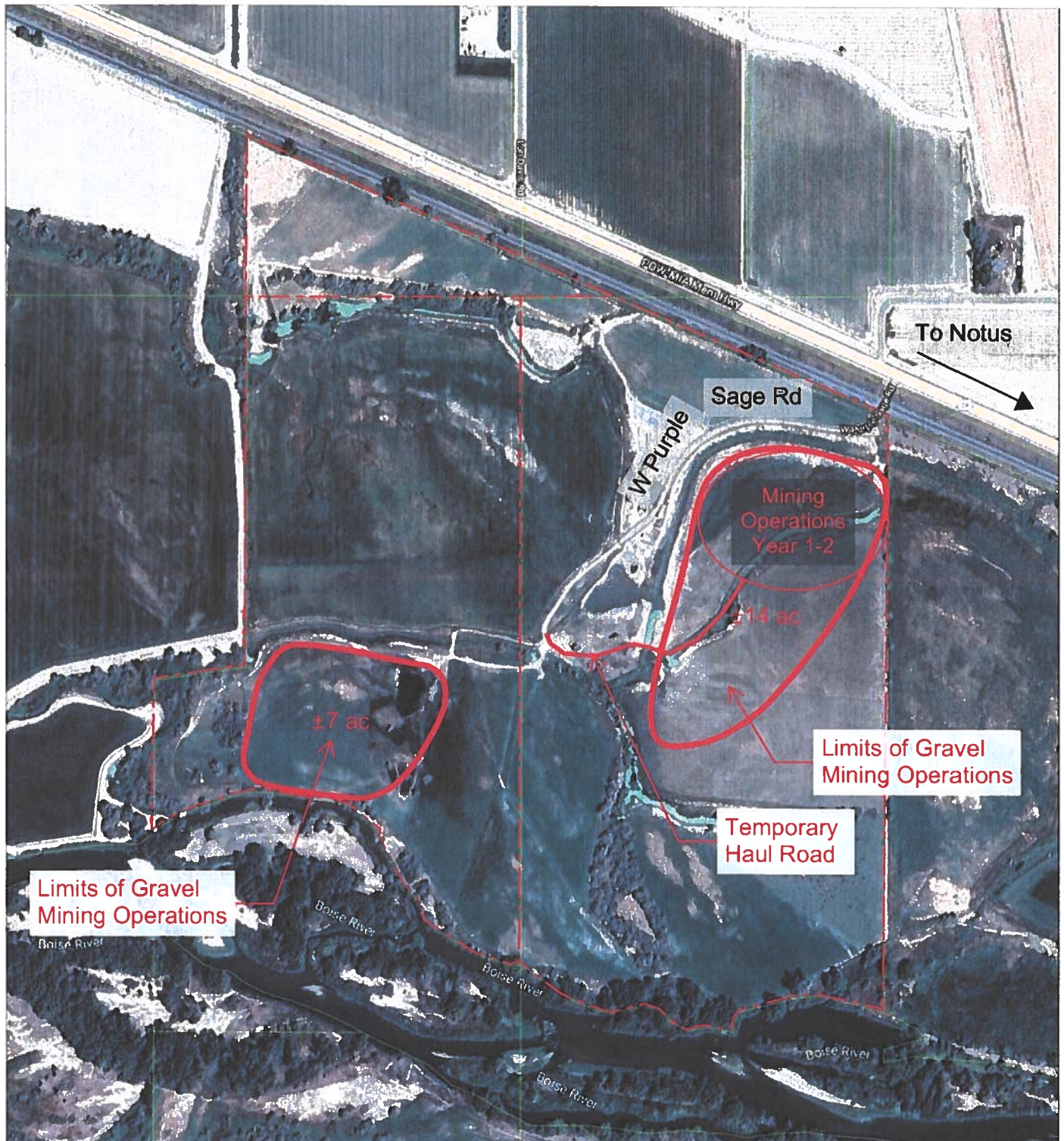
Exhibit 2



Site Map

Arrowhead Springs Ranch Reclamation Plan Application
21793 Highway 20/26, Canyon County, ID

Exhibit 3



On-going maintenance of W Purple Sage Rd shall be provided during periods of gravel mining operations. Road shall be left in good conditions upon conclusion of mining activity. On-site haul road shall be constructed at the start of mining operations and shall be temporary. The temporary road(s) shall be progressively abandoned as the mining operations move across the area to be mined.

Google

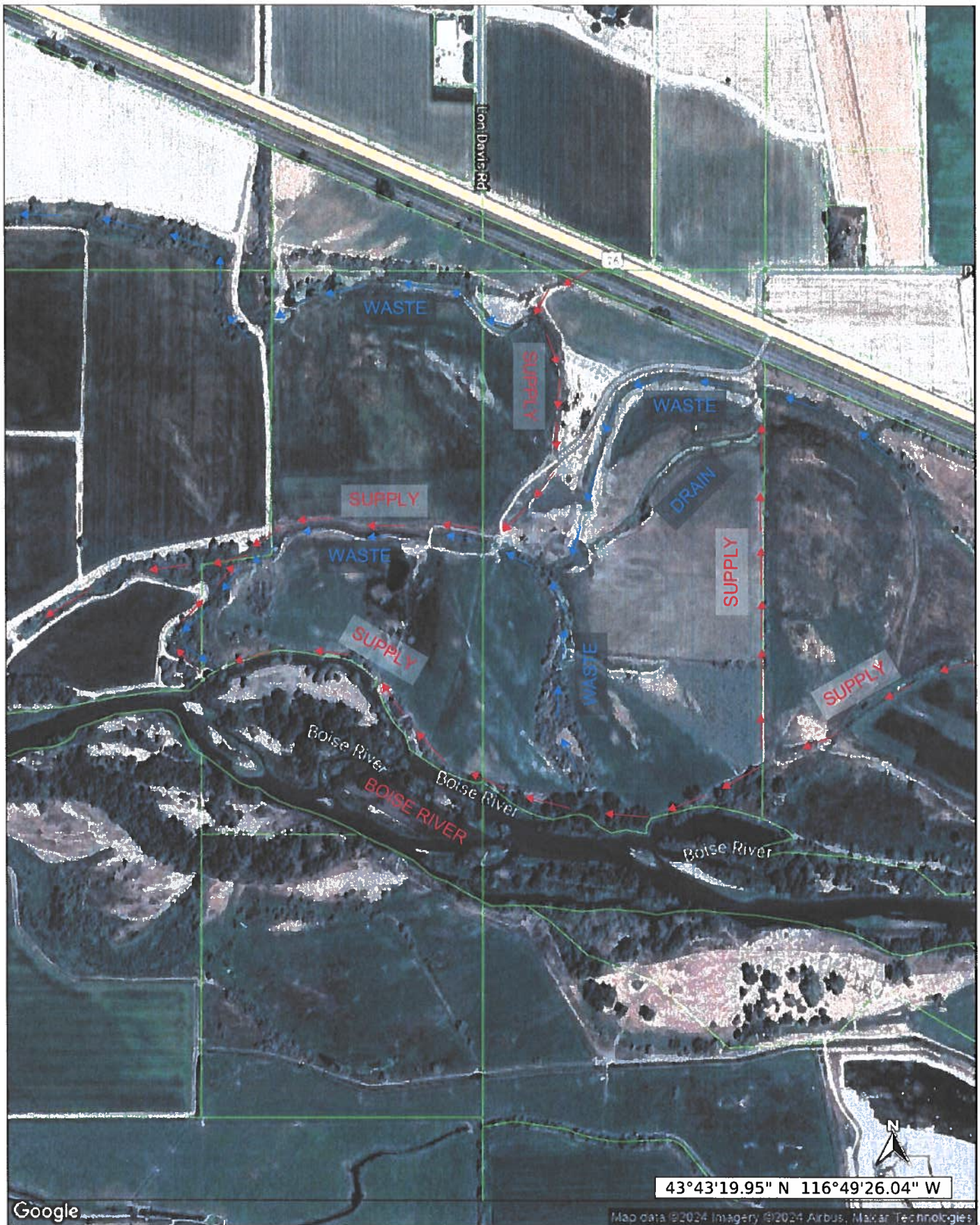
May 31, 2024 - landproDATA.com
Scale: 1 inch approx 500 feet

The materials available at this website are for informational purposes only and do not constitute a legal document.

Site Map with Water Ways

Arrowhead Springs Ranch Reclamation Plan Application
21793 Highway 20/26, Canyon County, ID

Exhibit 4



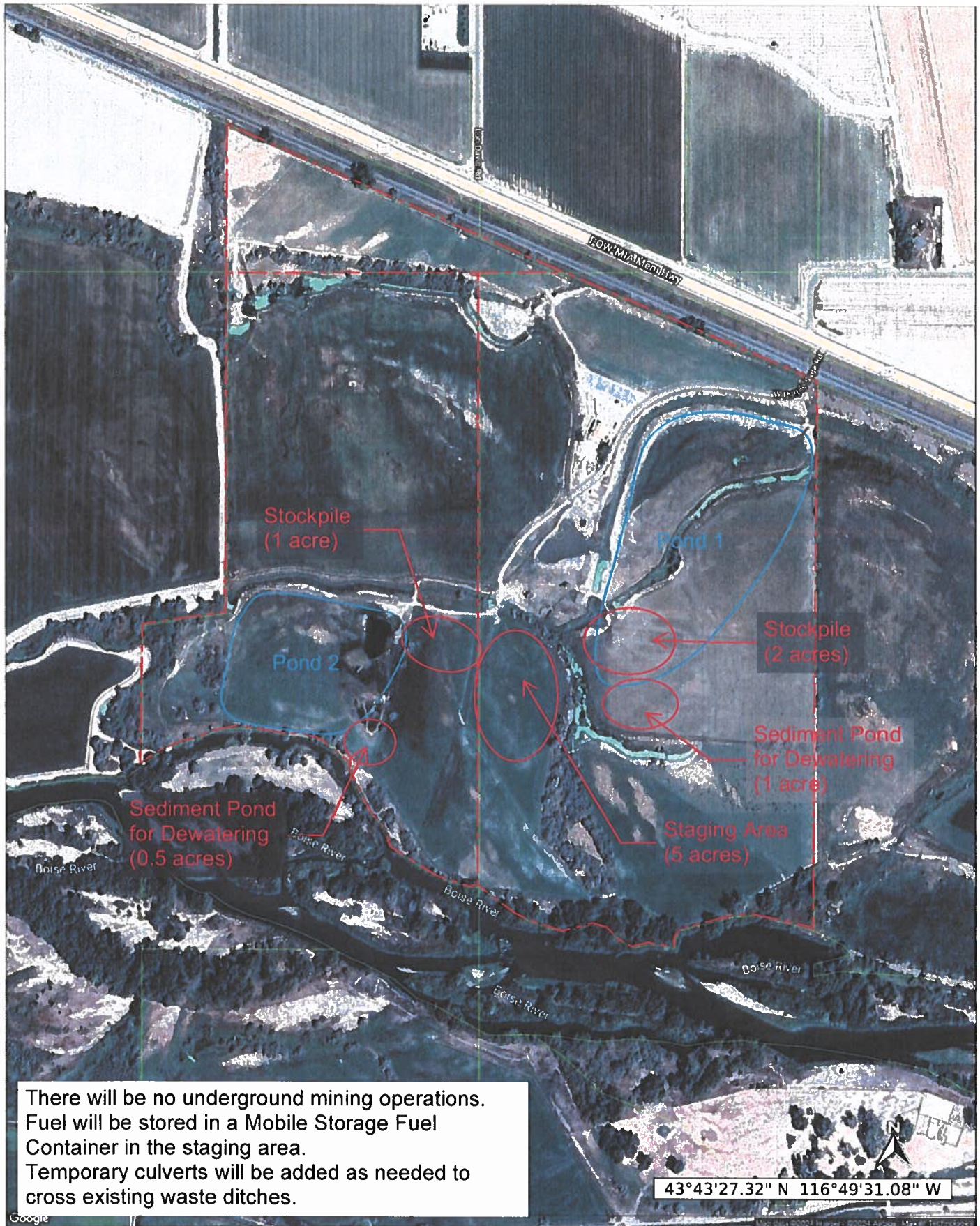
May 31, 2024 - landproDATA.com
Scale: 1 inch approx 600 feet

The materials available at this website are for informational purposes only and do not constitute a legal document.

Operations Locations Map

Arrowhead Springs Ranch Reclamation Plan Application
21793 Highway 20/26, Canyon County, ID

Exhibit 5



Pond Cross-Section Location Map

Arrowhead Springs Ranch Reclamation Plan Application
21793 Highway 20/26, Canyon County, ID

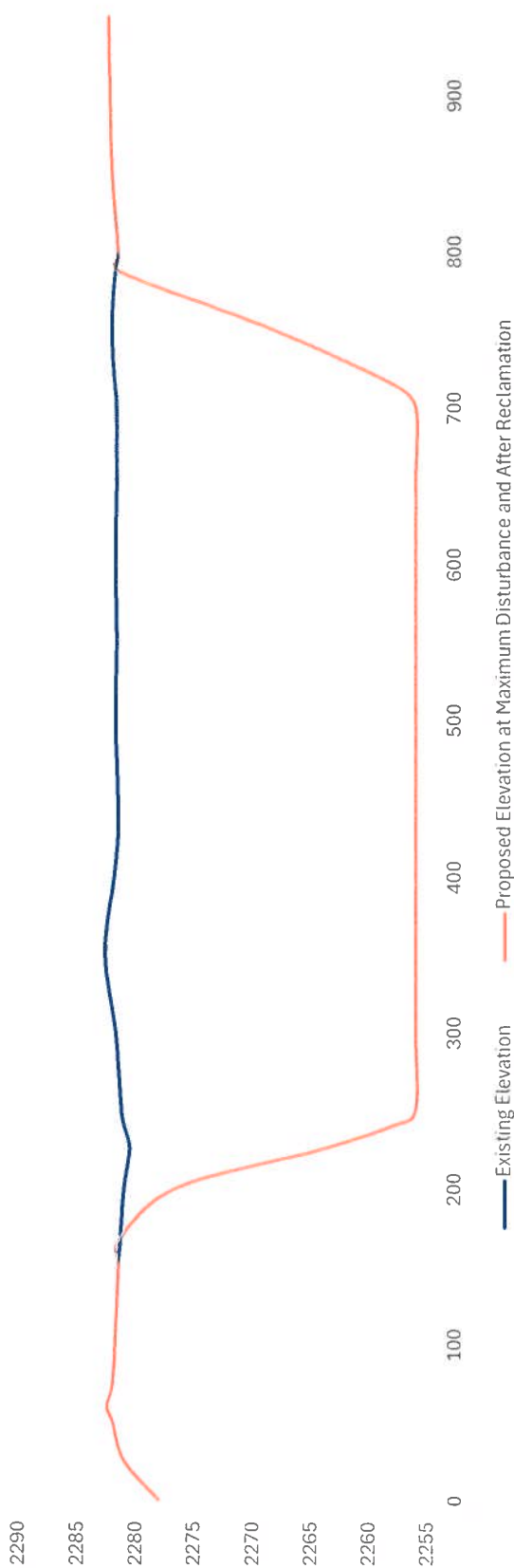
Exhibit 6



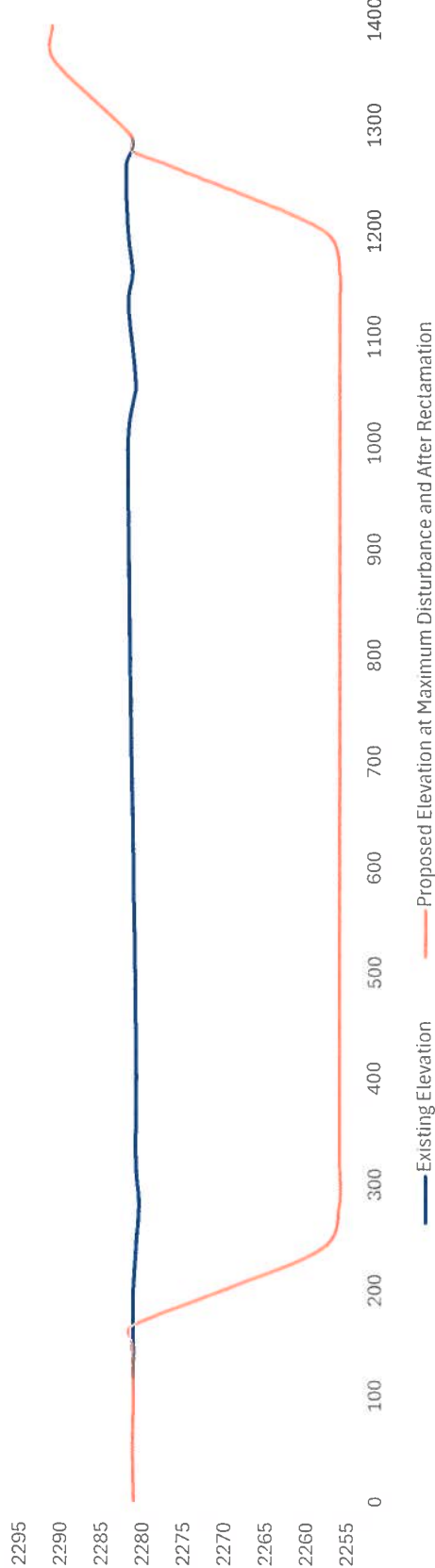
Jun 07, 2024 - landproDATA.com
Scale: 1 inch approx 500 feet

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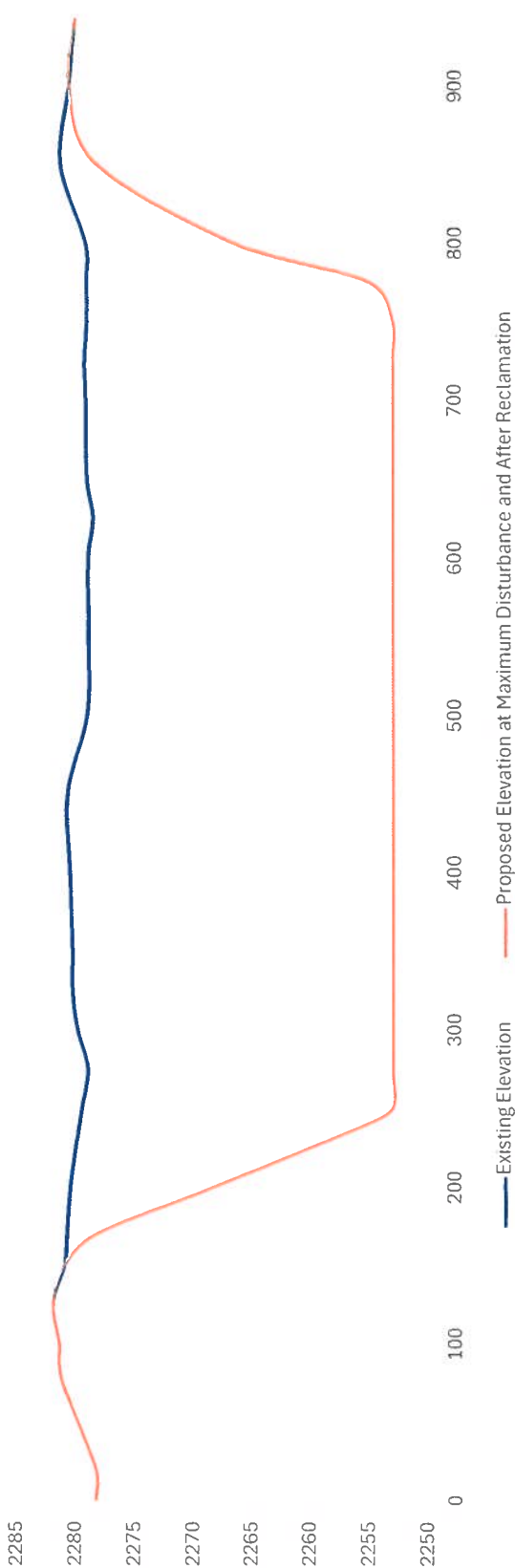
Cross Section A - East Pond



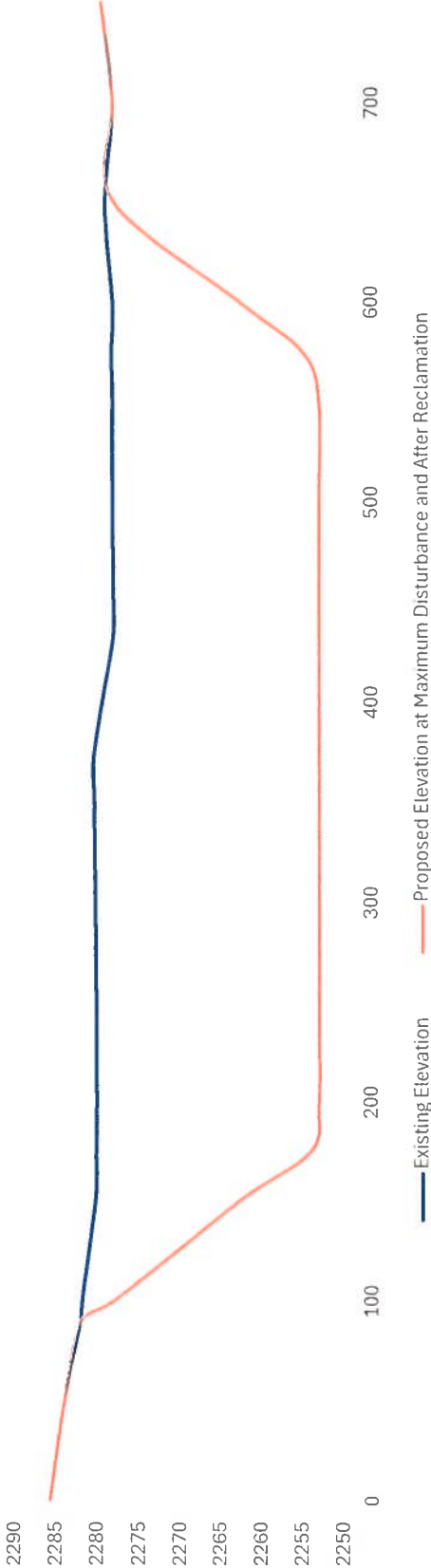
Cross Section B - East Pond



Cross Section C - West Pond



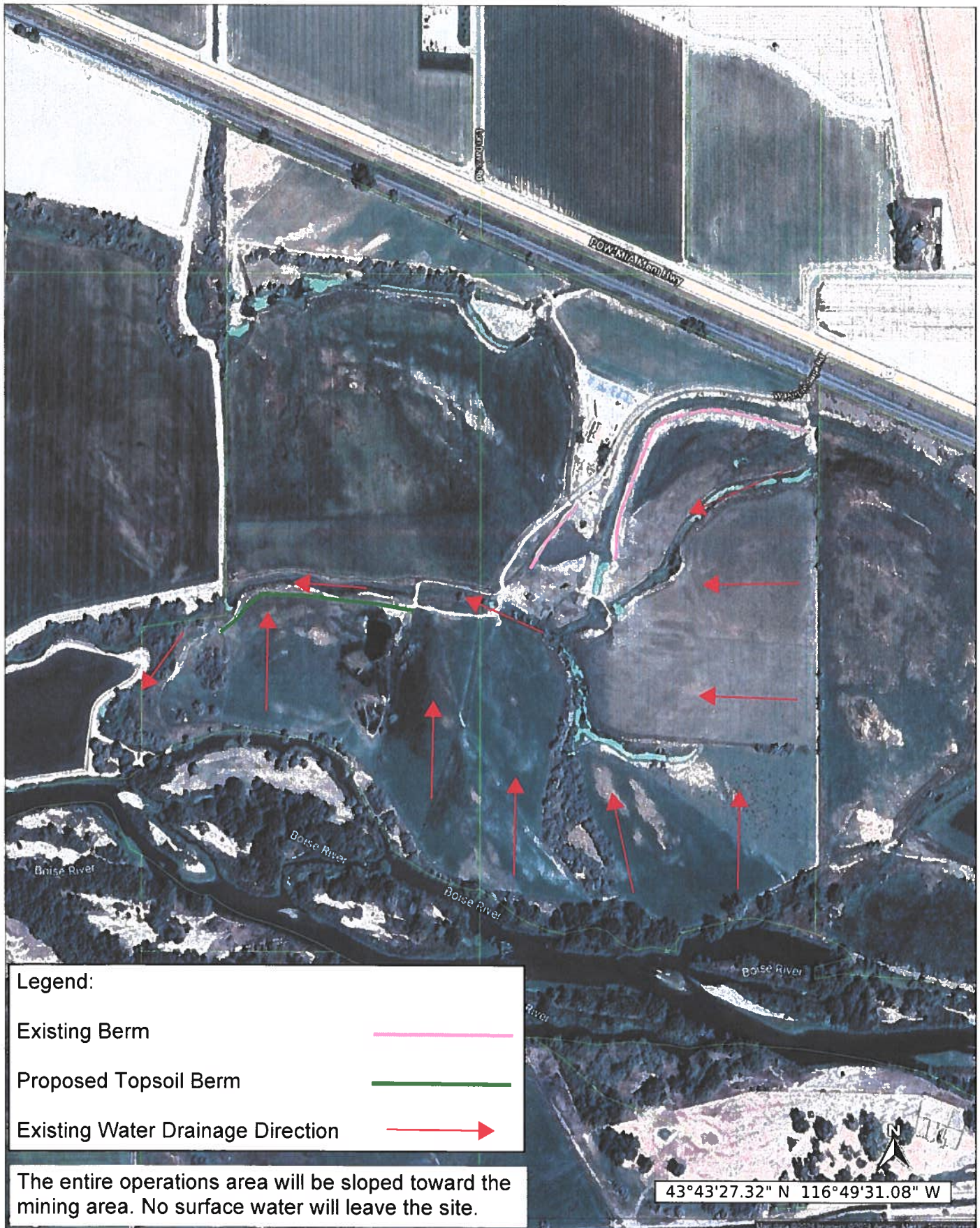
Cross Section D - West Pond



Drainage Control Map

Arrowhead Springs Ranch Reclamation Plan Application
21793 Highway 20/26, Canyon County, ID

Exhibit 8



Final Activities Map

Arrowhead Springs Ranch Reclamation Plan Application
21793 Highway 20/26, Canyon County, ID

Exhibit 9

Legend:

Preserved Road



Slope Max 2:1



Revegetation Area

West ~ 8 acres

East ~ 5 acres



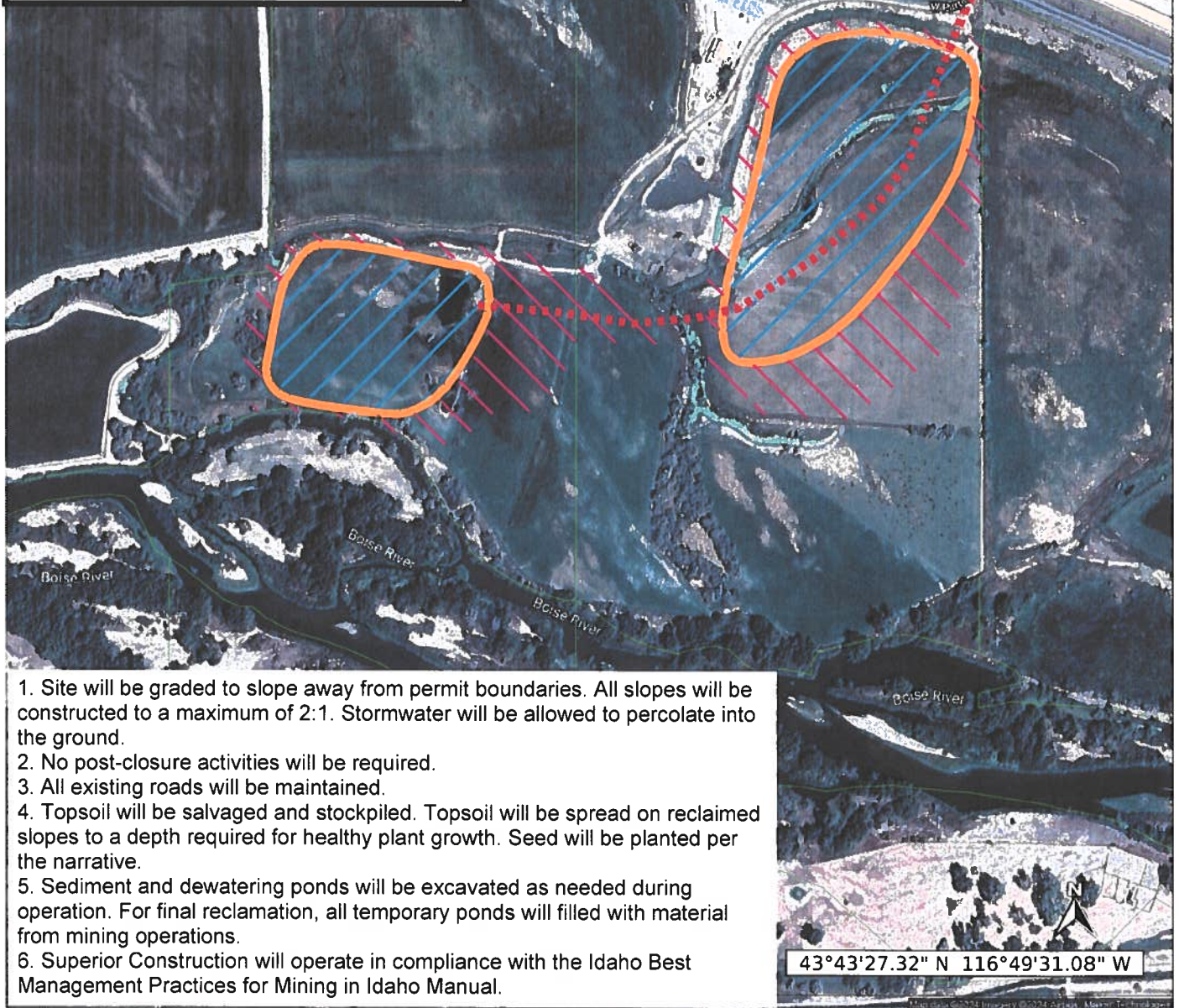
Pond Area

West ~ 7 acres

East ~ 14 acres



Total Disturbed Area = 34 acres



May 31, 2024 - landproDATA.com

Scale: 1 inch approx 500 feet

The materials available at this website are for informational purposes only and do not constitute a legal document.



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EXHIBIT 10

Opinion of Probable Cost for:
Arrowhead Springs Ranch Gravel Pit Reclamation

Revised September 17, 2024

Total area of property: 120.8 acres (Parcels R3853500000 and R3855000000)

Total area impacted by gravel mining activity: 34 acres

Area of proposed pond in mined area: 21 acres (7-acre pond and 14-acre pond)

Estimated area of revegetation: 13 acres

| <u>No.</u> | <u>Description</u> | <u>Amount</u> | <u>Unit</u> | <u>Unit \$</u> | <u>Total \$</u> |
|---------------------------------------|------------------------------------|---------------|-------------|----------------|------------------|
| 1 | Mobilization | 1 | LS | 12,000 | \$ 12,000 |
| 2 | Minor Grading/Earthwork | 1 | LS | 18,000 | \$ 18,000 |
| 3 | Placement of stockpiled overburden | 13 | Acres | 2,500 | \$ 32,500 |
| 4 | Tractor with seed spreader | 13 | Acres | 200 | \$ 2,600 |
| 5 | Seed & Fertilizer Application | 13 | Acres | 150 | \$ 1,950 |
| Construction Subtotal = | | | | | \$ 67,050 |
| Subtotal = | | | | | \$ 67,050 |
| 25% Profit, Overhead, Bonding, etc. = | | | | | \$ 16,763 |
| Total Preliminary Estimate = | | | | | \$ 83,813 |

Cost per acre based upon area impacted by mining activity (34 acres): \$ 2,465
Cost per acre based upon the estimated area of reclamation (excludes pond): \$ 6,447

State of Idaho
Department of Water Resources
Permit to Appropriate Water
No. 63-35595

Priority: June 27, 2024

Maximum Diversion Volume: 153.0 AF

This is to certify that

KEVIN RICH 21793 HIGHWAY 20/26 CALDWELL ID 83607-8777
ARROWHEAD SPRINGS RANCH LLC 21793 HIGHWAY 20/26 CALDWELL ID 83607-8777

has applied for a permit to appropriate water from:

Source : GROUND WATER

and a permit is APPROVED for development of water as follows:

Beneficial Use

AESTHETIC STORAGE

Period of Use

01/01 to 12/31

Rate of Diversion

Annual Volume

153.0 AF

Location of Point(s) of Diversion

GROUND WATER SE¼ NE¼, Sec. 32, Twp 05N, Rge 04W, B.M. CANYON County

Place of Use: AESTHETIC STORAGE

| Twp | Rng | Sec | NE | | | | NW | | | | SW | | | | SE | | | | Totals |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
| | | | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | |
| 05N | 04W | 32 | X | | | X | | | | | | | | | | | | | |
| 05N | 04W | 32 | X | | | | | | | | | | | | | | | | |
| | | | L1 | | | | | | | | | | | | | | | | |

Conditions of Approval

1. Proof of application of water to beneficial use shall be submitted on or before **October 01, 2029**.
2. Subject to all prior water rights.
3. Right 63-35595 authorize total annual storage volume of 153 acre-feet, 138 acre-feet to be used for the initial filling or carryover storage of the pond and 14.3 acre-feet for the replacement of losses caused by evaporation.
4. The one (1) pond established by the storage of water under this right shall not exceed a total capacity of 138 acre-feet or a total surface area of 7 acres.
5. Water stored under this right is subject to fluctuations of the water table caused by changes in the flow of local streams and by diversions under prior ground water rights. This right does not guarantee the maintenance of any particular ground water level.
6. The Director retains jurisdiction to require the right holder to provide purchased or leased natural flow or stored water to offset depletion of Lower Snake River flows if needed for salmon migration purposes. The amount of water required to be released into the Snake River or a tributary, if needed for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this permit.

State of Idaho
Department of Water Resources
Permit to Appropriate Water
No. 63-35595

This permit is issued pursuant to the provisions of Idaho Code § 42-204.

Signed this 26th day of September, 2024.



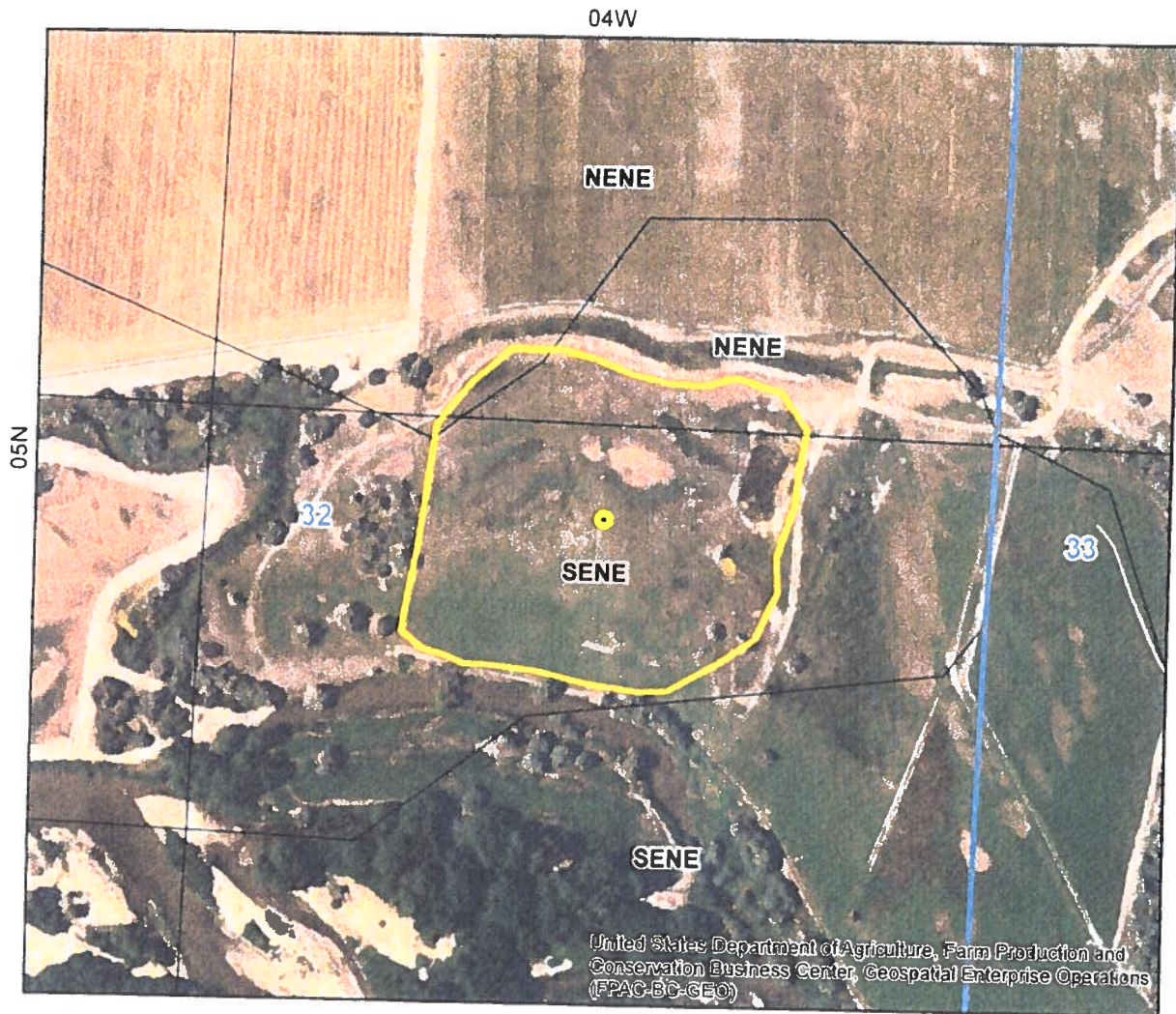
SCOTT STORMS
Water Rights Supervisor

State of Idaho
Department of Water Resources

Attachment to Permit to Appropriate Water

63-35595

This map depicts the AESTHETIC STORAGE place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



0 0.035 0.07 0.14 Miles

- Place Of Use Boundary
- Point of Diversion
- State Outline
- Townships
- PLS Sections
- Quarter Quarters



State of Idaho
Department of Water Resources
Permit to Appropriate Water
No. 63-35596

Priority: July 17, 2024

Maximum Diversion Volume: 317.0 AF

This is to certify that

KEVIN RICH 21793 HIGHWAY 20/26 CALDWELL ID 83607-8777 OR
ARROWHEAD SPRINGS RANCH LLC 21793 HIGHWAY 20/26 CALDWELL ID 83607-8777

has applied for a permit to appropriate water from:

Source : GROUND WATER

and a permit is APPROVED for development of water as follows:

| | | | |
|-----------------------|----------------------|--------------------------|----------------------|
| <u>Beneficial Use</u> | <u>Period of Use</u> | <u>Rate of Diversion</u> | <u>Annual Volume</u> |
| AESTHETIC STORAGE | 01/01 to 12/31 | | 317.0 AF |

Location of Point(s) of Diversion

GROUND WATER L5 (NW¼ NW¼), Sec. 33, Twp 05N, Rge 04W, B.M. CANYON County

Place of Use: AESTHETIC STORAGE

| Twp | Rng | Sec | NE | | | | NW | | | | SW | | | | SE | | | | Totals |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
| | | | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | |
| 05N | 04W | 33 | | | | | | X | X | | | | | | | | | | |

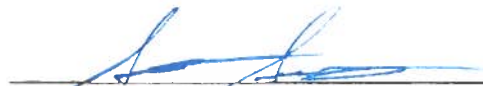
Conditions of Approval

1. Proof of application of water to beneficial use shall be submitted on or before **October 01, 2029**.
2. Subject to all prior water rights.
3. Right 63-35596 authorize total annual storage volume of 317 acre-feet, 289 acre-feet to be used for the initial filling or carryover storage of the pond and 28 acre-feet for the replacement of losses caused by evaporation.
4. The one (1) pond established by the storage of water under this right shall not exceed a total capacity of 289 acre-feet or a total surface area of 14 acres.
5. Water stored under this right is subject to fluctuations of the water table caused by changes in the flow of local streams and by diversions under prior ground water rights. This right does not guarantee the maintenance of any particular ground water level.
6. The Director retains jurisdiction to require the right holder to provide purchased or leased natural flow or stored water to offset depletion of Lower Snake River flows if needed for salmon migration purposes. The amount of water required to be released into the Snake River or a tributary, if needed for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this permit.

State of Idaho
Department of Water Resources
Permit to Appropriate Water
No. 63-35596

This permit is issued pursuant to the provisions of Idaho Code § 42-204.

Signed this 26th day of September, 2024.



SCOTT STORMS
Water Rights Supervisor

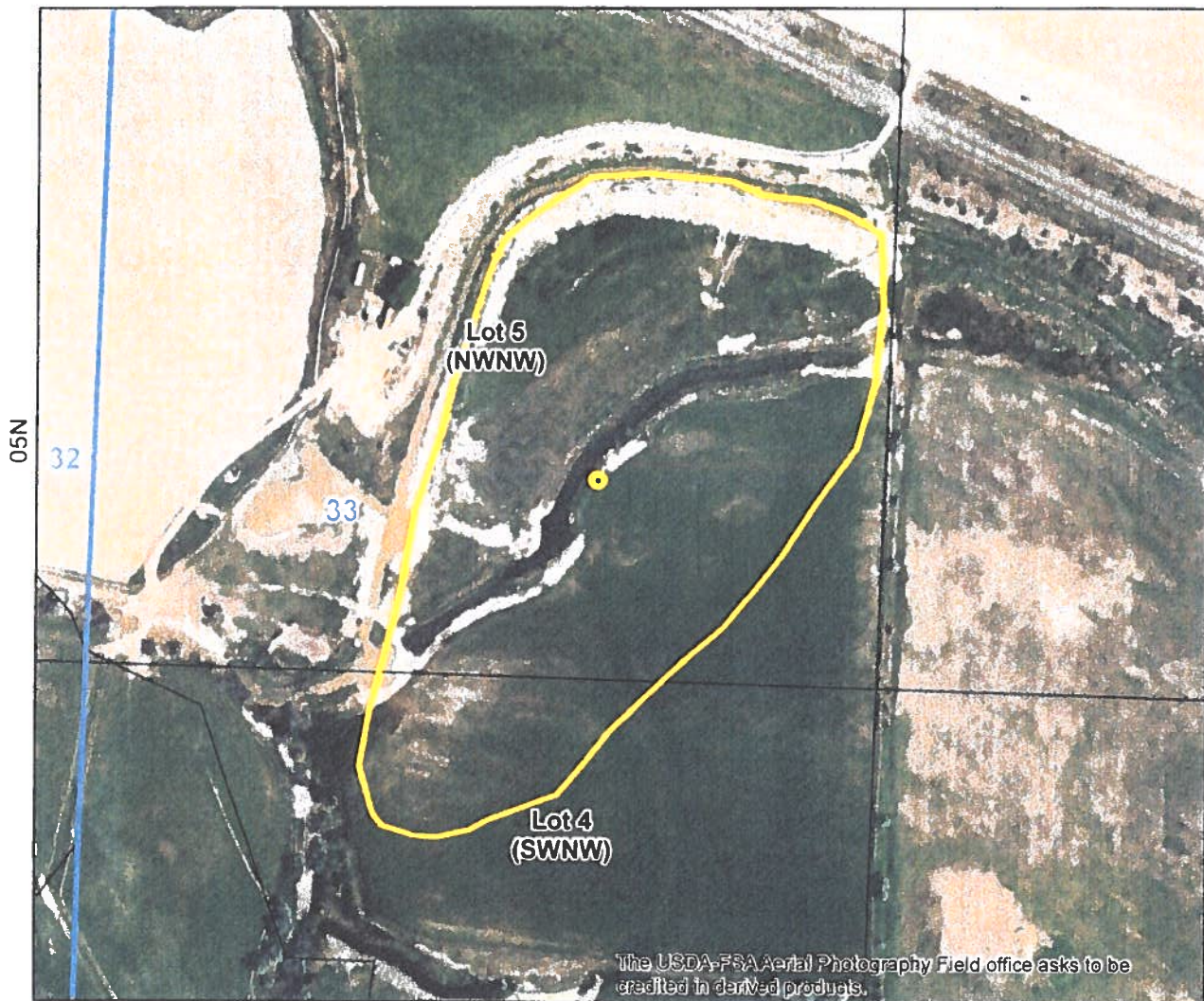
State of Idaho
Department of Water Resources

Attachment to Permit to Appropriate Water







63-35596

This map depicts the AESTHETIC place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.

04W



0 0.0375 0.075 0.15 Miles

-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters
-  Point of Diversion
-  State Outline





**PROFESSIONAL
ENGINEERING
SERVICES**

Document Submittal Summary for:

**Arrowhead Springs Ranch Gravel Pit
Conditional Use Permit**

September 30, 2024

| No. | Enclosure |
|-----|--|
| 1 | Master Application |
| 2 | Conditional Use Permit (CUP) Checklist |
| 3 | Conditional Use Permit Application |
| 3A | CUP Credit Card Authorization Form |
| 4 | CUP Letter of Intent |
| 5 | Site/Operation Plan |
| 6 | CUP Land Use Worksheet |
| 7 | Neighborhood Meeting Documentation |
| 8 | Proof of Application/Communication with other required Agencies |
| 8a | Farmers Coop Ditch Co. Letter & Agreements |
| 8b | Notus Parma Highway District Comment Letter |
| 9 | Evidence of interest/permission to use subject property |
| 10 | Department of Lands Reclamation Plan S603015 w/Approval Letter |
| 11 | Water Rights Permit Approval |
| 12 | Flood Plain Development Permit Application |
| 13 | Flood Plain Development Permit Credit Card Authorization Form |
| 14 | Flood Plain Development Permit Detailed Letter |
| 15 | Arrowhead Springs Ranch, LLC -showing Kevin Rich as Registered Agent |

Signature Certificate



Envelope Ref:743955dab1f1204d574b45be883542846cd8b7dd

Avatar

Randy Wall

Session Date

24 Sep 2024, 10:03:29, PDT

Completion Date

25 Sep 2024, 15:43:07, PDT

Document Details:



Name

Arrowhead Master Application

Type

Document Ref

70c84f6f2af240a5083880589f0ecbcb45bb6228f42be8692d557d3bb1e3e97

Document Total Pages

1



Name

Conditional-Use-Permit-Application

Type

Document Ref

96f0ab2ca32e4e759236b3f16c6beff96f78da77834c89f072355f2160572388

Document Total Pages

1



Name

FloodplainPermitApplication.pdf

Type

Document Ref

71ea953ec4c94e352a915065c5f80cf7fd8fdc9faefb172bfb436ea37faed138

Document Total Pages

3

Document Signed By:

Name

Kevin Rich

Email

ID

2605:59c0:31a5:d910:617f:2ccf:5bb9:b041

Location

SALT LAKE CITY, UT (US)

Date

25 Sep 2024, 15:43:07, PDT

Consent

eSignature Consent Accepted

Security Level

Email

Signer ID: 6KFF5WXC13...

Document History:

| | |
|----------------------|---|
| Envelope Created | Randy Wall created this envelope on 24 Sep 2024, 10:03:29, PDT |
| Invitation Sent | Invitation sent to Kevin Rich on 24 Sep 2024, 10:27:55, PDT |
| Invitation Accepted | Invitation accepted by Kevin Rich on 25 Sep 2024, 15:42:04, PDT |
| Signed by Kevin Rich | Kevin Rich signed this Envelope on 25 Sep 2024, 15:43:07, PDT |
| Executed | Document(s) successfully executed on 25 Sep 2024, 15:43:07, PDT |
| Signed Document(s) | Link emailed to blackdogmachinelc@outlook.com |
| Signed Document(s) | Link emailed to randy@pe-services.biz |

Signature Certificate



Envelope Ref:43ab32bd472dad53e381dbd55ee63d6c3be4a6e1

Created By

Randy Wall

Created At

24 Sep 2024, 10:28:30, PDT

Completed At

24 Sep 2024, 10:34:16, PDT

Document Details:



Name

Credit Card Authorization Form

Type

Document Hash

2b6eb8199b81df0f9686a4ab3f9f19d83597142c3730a5ad04d7e64cebaae074

Document Total Pages

1



Name

Credit-Card-Authorization_DSD (1)

Type

Document Hash

9d07b66553aab9e0e163cc8d1c5ab664cb1f541bd561969a3a8f3cb4e10b342b

Document Total Pages

1

Document Signed By:

Name

Robert Burnett

Image



ID

2600:100e:b313:cd9b:4ce5:1a7b:557f:ce69

Location

SALT LAKE CITY, UT (US)

Date

24 Sep 2024, 10:34:16, PDT

Consent

eSignature Consent Accepted

Security Level

Email

Signer ID: T4FPR7YD12...

Document History:

Envelope Created

Randy Wall created this envelope on 24 Sep 2024, 10:28:30, PDT

Invitation Sent

Invitation sent to Robert Burnett on 24 Sep 2024, 10:30:28, PDT

Invitation Accepted

Invitation accepted by Robert Burnett on 24 Sep 2024, 10:34:08, PDT

Signed by Robert Burnett

Robert Burnett signed this Envelope on 24 Sep 2024, 10:34:16, PDT

Executed

Document(s) successfully executed on 24 Sep 2024, 10:34:16, PDT

Supplied Documents

Link emailed to [REDACTED]

Supplied Documents

Link emailed to randy@pe-services.biz

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: 83896

Date: 10/18/2024

Date Created: 10/18/2024

Receipt Type: Normal Receipt

Status: Active

Customer's Name: Robert Brian Burnett

Comments: Two cases: CU2024-0023 and CU2024-0024

Site Address: 25192 LEMP LN, Parma ID 83660 / Parcel Number: 38505000 0

CHARGES

| <u>Item Being Paid For:</u> | <u>Application Number:</u> | <u>Amount Paid:</u> | <u>Prevs Pymnts:</u> | <u>Unpaid Amnt:</u> |
|------------------------------------|-----------------------------------|----------------------------|-----------------------------|----------------------------|
| Planning - Conditional Use Permit | CU2024-0023 | \$950.00 | \$0.00 | \$0.00 |
| Planning - Conditional Use Permit | CU2024-0024 | \$950.00 | \$0.00 | \$0.00 |

Sub Total: \$1,900.00

Sales Tax: \$0.00

Total Charges: \$1,900.00

PAYMENTS

| <u>Type of Payment:</u> | <u>Check / Ref Number:</u> | <u>Amount:</u> |
|--------------------------------|-----------------------------------|-----------------------|
| Credit Card | 164516627 | \$1,900.00 |

Total Payments: \$1,900.00

ADJUSTMENTS

Receipt Balance: \$0.00