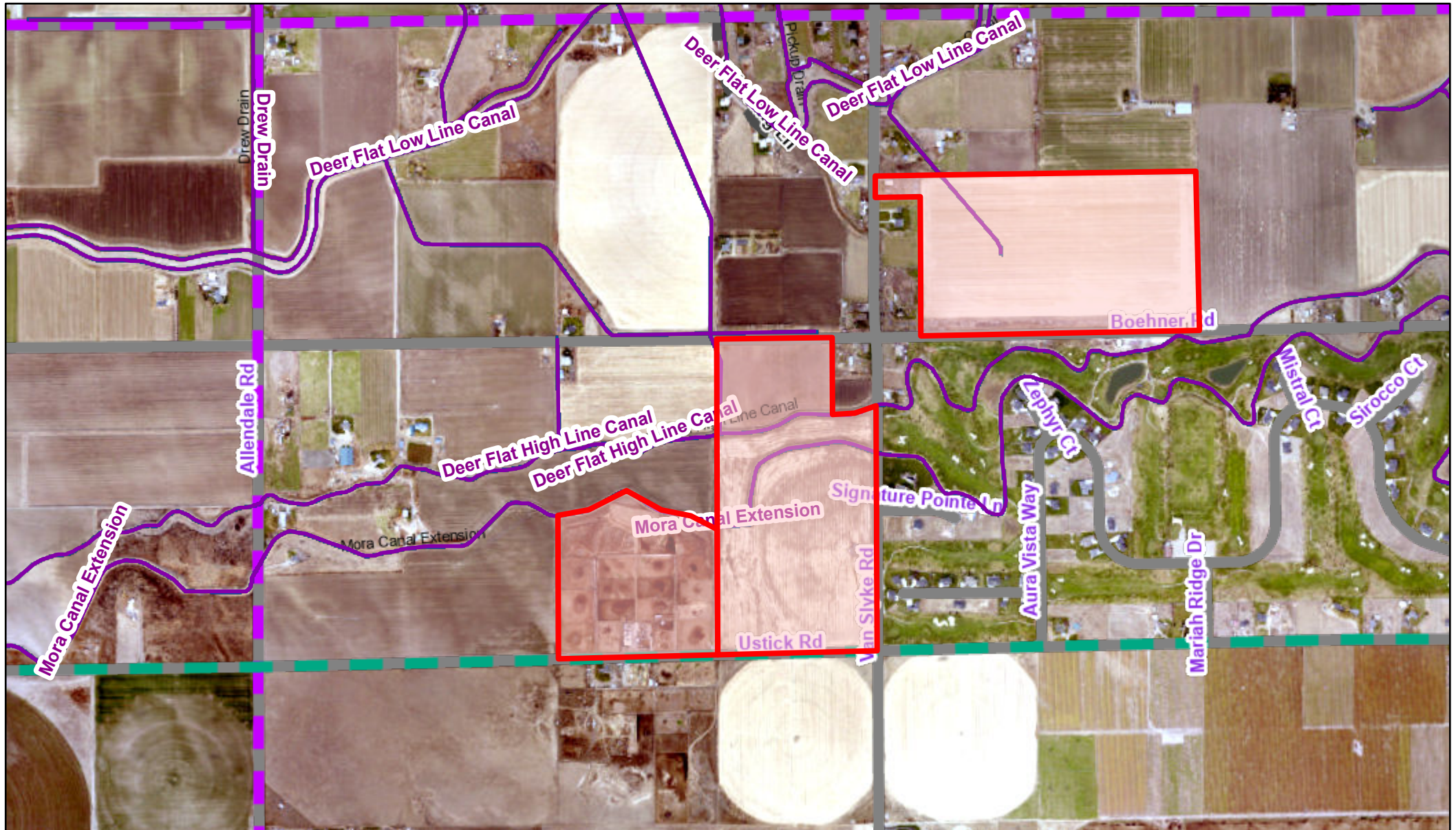
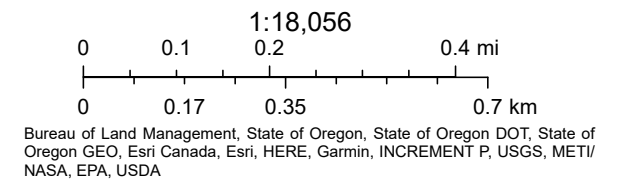


# Canyon County, ID Web Map



6/26/2023, 3:02:25 PM

- Multiple Parcel Search\_Query result
- Hydro\_NHDFlowline
- Hydro\_NHDFlowline
- CC\_PrivateRoads
- CanyonCountyRoads
- Roads
- ITDFunctionalClassification
- Major Collector
- Minor Arterial
- Canyon County Imagery\_2019
- Red: Band\_1
- Green: Band\_2





# Canyon County, ID Web Map



6/26/2023, 3:05:30 PM



Multiple Parcel Search \_Query result



Hydro\_NHDFlowline



Hydro\_NHDFlowline

CanyonCountyRoads



Roads

ITDFunctionalClassification



Minor Arterial

Canyon County Imagery\_2019



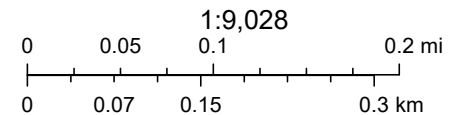
Red: Band\_1



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, Intermap, USGS, METI/NASA, EPA, USDA

Canyon County, ID

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



## **ZONING AMENDMENT**

### **PUBLIC HEARING - APPLICATION**

<b>PROPERTY OWNER</b>	OWNER NAME: H. David Christensen & Phyllis Indart	
	MAILING ADDRESS: 18250 Van Slyke Rd., Wilder, Idaho 83676 & 23441 Ustick Rd, Wilder, ID 83676	
	PHONE: [REDACTED]	EMAIL: [REDACTED]
I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If the owner(s) is a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.		
Signature: <u>H. David Christensen</u> <u>Phyllis Indart</u>		Date: 08/23/2024

<b>APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER</b>	APPLICANT NAME: Brent L. Orton, PE	
	COMPANY NAME: Orton Engineering, LLC	
	MAILING ADDRESS: 17338 Sunnydale Place	
	PHONE: (208)350-9422	EMAIL: brentorton@ortonengineers.com

<b>SITE INFO</b>	STREET ADDRESS: Northwest corner of Van Slyke and Ustick Road, Wilder, ID 83676	
	PARCEL NUMBER: R36524010, R36523, R36525, R33209, R33210	
	PARCEL SIZE: 2.37 ac, 73.06 ac, 36.79 ac, 41.21 ac, 0.5 ac	
	<b>CHECK THE APPLICABLE APPLICATION TYPE:</b>	
	<input type="checkbox"/> REZONE	<input checked="" type="checkbox"/> CONDITIONAL REZONE WITH DEVELOPMENT AGREEMENT
	CURRENT ZONING: Agricultural	PROPOSED ZONING: R-2
	FLOOD ZONE (YES/NO) No	ZONING DISTRICT: Agricultural

#### **FOR DSD STAFF COMPLETION ONLY:**

CASE NUMBER <u>RZ2022-0002</u>	DATE RECEIVED: <u>2-1-2022</u>
<u>OR 2022-0002</u>	<u>Revised app: 8-25-24</u>
RECEIVED BY:	APPLICATION FEE: CK MO CC CASH





\*8/24/2024 : Updated and Ammended Application for  
Christensen's Case RZ2022-0002 & OR 2022-0002

Link to Original Application: <https://www.canyoncounty.id.gov/wp-content/uploads/2023/07/Master-Application-RZ2022-0002-OR2022-0002.pdf>  
Original Application is included at the end of this revised application.  
\*Revised to Conditional Rezone.

## ZONING AMENDMENT PUBLIC HEARING - CHECKLIST

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

Check the applicable application type:

☐ Rezone

☒ Conditional Rezone with Development Agreement

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

Description	Applicant	Staff
Master Application completed and signed.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Letter of Intent (see standards on next page)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Land Use Worksheet	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Neighborhood Meeting form was completed and signed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Completed Agency Acknowledgement form including:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Southwest District Health	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Irrigation District	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Fire District <i>Homedale &amp; Wilder</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Highway District/Idaho Transportation Dept	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Area of City Impact (If applicable)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Conditional Rezone:		
Proposed conditions of approval and/or Concept Plan (can be a draft survey/draft preliminary plat/drawing)	<input checked="" type="checkbox"/>	
Deed or evidence of property interest to the subject property	<input checked="" type="checkbox"/>	
Fee: \$ 950 Rezone \$1,400 Conditional Rezone \$2,800 Text Amendment		Total: \$ 4,200 Paid \$3350 on 2/1/22 and \$450 Paid by Cory Blaine for Cond. Rezone on 1/31/23 Remaining Due: \$400

CASE NUMBER *062022-0002/RZ-2022-0002* DATE RECEIVED *2/1/22*  
RECEIVED BY *KP+CL* APPLICATION FEE *3350* CK

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

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

### REZONE OPTION:

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

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

Applicant/Owner: *[Signature]* Date *08/23/2024*

DSD Planner: *[Signature]* Date *9-26-24*

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

[zoninginfo@canyoncounty.id.gov](mailto:zoninginfo@canyoncounty.id.gov) - Phone: 208-454-7458

Revised 3/29/23

*Applicant has stated that they are going to revise density proposal. May need to do neighborhood mtg.*



## Debbie Root

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**From:** Brent Orton <brentorton@ortonengineers.com>  
**Sent:** Sunday, August 25, 2024 12:00 AM  
**To:** Canyon County Zoning Info; Debbie Root  
**Cc:** David Christensen; Clay Christensen; Alan Mills; Todd Lakey; Phyllis Indart  
**Subject:** [External] Revised Rezone Application and Responses to Staff Requests  
**Attachments:** Credit-Card-Authorization Orton Engineering Rezone Amended Application Fee.pdf; Timber Ridge Conditional Rezoning Application Ammendment.pdf; Draft Timber Ridge PrePlat \_ Site Plan.pdf

Good Evening Team!

Attached is the Revised Conditional Rezone Application as requested. We intend to follow along with the Preliminary Plat soon and have included a draft as the site plan. We held the neighborhood meeting for the Preliminary Plat and received a lot of important feedback from the neighbors which we have included in this application revision.

We are excited to work together on the project and we are really happy with how it is shaping up! Thank you so much for the help and guidance. Please take a close look at the letter of intent from Borton and Lakey and the notes from the neighborhood meeting as they explain our evolution of the proposal and the changes in lot size and lot count.

Thanks so much!

**Brent L. Orton, PE**  
(208)350-9422  
[brentorton@ortonengineers.com](mailto:brentorton@ortonengineers.com)



# COMPREHENSIVE PLAN AMENDMENT CHECKLIST

## CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

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

Phone: 208-454-7458

Fax: 208-454-6633



### CHECK APPLICATION TYPE:

- ☒ Comprehensive Plan **Map** Amendment (change the future land use designation) *A to Residential*
- ☐ Comprehensive Plan **Text** Amendment (propose a new Comp Plan policy or amendment)

### THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS CHECKLIST:

- |   |
|---|
| <input checked="" type="checkbox"/> Master Application completed and signed   |
| <input checked="" type="checkbox"/> Detailed letter fully describing the request and reasoning including compatibility with neighboring uses and density, address any applicable Comprehensive Plan Policies that support the change or support the vision of the County <i>Combined w/ RZ assessment</i> |
| <input checked="" type="checkbox"/> Neighborhood meeting sign-up sheet and copy of neighborhood notification letter <i>May need to reconduct.</i>   |
| <input checked="" type="checkbox"/> Land Use Worksheet  |
| <input checked="" type="checkbox"/> Site or Concept Plan showing proposed development <i>Going to Revise - smaller lots</i>   |
| <input type="checkbox"/> Draft of proposed policy change for text amendment (if applicable)   |
| <input checked="" type="checkbox"/> Deed or evidence of property interest to all subject properties.  |
| <input checked="" type="checkbox"/> \$2800 non-refundable fee <i>7-1-22 OR2022-0002</i>   |

### NOTE:

Additional studies and information may be required to understand the impact to traffic, the environment, economics and/or surrounding properties.

### PROCESS: PUBLIC HEARING



# ZONING AMENDMENT CHECKLIST

## CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

[zoninginfo@canyoncounty.id.gov](mailto:zoninginfo@canyoncounty.id.gov) | Phone: 208-454-7458 | Fax: 208-454-6633



### Select Application Type:

- ☐ Zoning Map Amendment (Rezone) *Orig App - R32022-0002 w/OR2022-0002* *7-1-22*
- ☐ Rezone (No conditions; CCZO §07-06-05)
- ☒ Conditional Rezone (With conditions; CCZO 07-06-07, See Note 1) *Revised 8-25-24* *7-1-22*
- ☐ Zoning Text Amendment (propose amendment to ordinance)

### THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS CHECKLIST:

- ☒ Master Application completed and signed (See attached application) *Revised 8-25-24*
- ☒ Letter of Intent: *Revised See Letter - 8-23-24*
- Map Amendments:** Detailed letter fully describing how the request meets the following criteria (CCZO §07-06-05 & 07-06-07(6):

- Is the request generally consistent with the comprehensive plan? *Yes per letter...*
- When considering the surrounding land uses, is the request more appropriate than the current zoning designation? *Yes*
- Is the request compatible with surrounding land uses? *Yes*
- Will the request negatively affect the character of the area? What measures will be implemented to mitigate impacts? (See Note 2) *NO - Mitigating cond.*
- Will adequate facilities and services including sewer, water, drainage, irrigation and utilities be provided to accommodate the request? (See Note 2) *Yes*
- Does legal access to the subject property for the request exist or will it exist at the time of development?
- Does the request require public street improvements in order to provide adequate access to and from the subject property to minimize undue interference with existing or future traffic patterns created by the request? What measures have been taken to mitigate road improvements or traffic impacts? (See Note 2)
- Will the request impact essential public services and facilities, such as schools, police, fire and emergency medical services? What measures will be implemented to mitigate impacts? (See Note 2) *Only speaks to Fire, Emergency Services*
- **Conditional rezone** requests must include proposed conditions of approval, restrictions, and/or conceptual plans (if a plan is applicable) that will be considered with the rezone in a development agreement. *See conditional rezone option disclosure below.* *provided general conditions*

**Text Amendments:** Detailed letter fully describing the text amendment request. Text amendments must be consistent with the comprehensive plan. *NA*

- ☒ Neighborhood meeting sign-up sheet and copy of neighborhood notification letter (See attached neighborhood meeting requirements, sample letter and sign-up sheet.) *May need re-conducted as lot sizes changing significantly.*
- ☒ Land Use Worksheet (map amendment only) - See attached worksheet
- ☒ Draft of proposed ordinance change (text amendment only)
- ☒ Deed or evidence of property interest to subject property
- ☒ \$950 Rezone or \$1,400 for a Conditional Rezone *Need \$450 for DA*
- ☒ \$2800 Text Amendment *No Text amendment proposed.*
- (Fees are non-refundable)

**NOTE:**

1. Conditional rezones require a development agreement between the applicant and County that outlines applicable conditions of approval and/or restrictions.
2. Additional studies (such as traffic, water, biological, historical, etc.) and information may be required by DSD and/or hearing body to fully understand potential impacts.

**CONDITIONAL REZONE OPTION:**

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

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

**Applicant/Owner:** \_\_\_\_\_

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

**Associated Case No:** \_\_\_\_\_



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# BORTON - LAKEY

## LAW AND POLICY

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141 E. CARLTON AVE., MERIDIAN, IDAHO 83642

(208) 908-4415 (OFFICE) (208) 493-4610 (FAX)

August 23, 2024

Debbie Root, Principal Planner  
Canyon County Development Services  
111 N. 11<sup>th</sup> Ave. Ste 310  
Caldwell, ID 83605

**Re: OR2022-002 and RZ2022-0002**

Dear Ms. Root,

I am writing in follow up to my client's application for a rezone of their property known as the Timber Ridge project. My client desires to modify their initial application from a straight rezone to a conditional rezone with a development agreement. As far as the development team is concerned: Dave Christensen and Phyllis Indart remain on the application and contact list as the property owners along with myself, Alan Mills and our Engineer Brent Orton as members of the project team. Corey Blain, Rob Nash and Todd McCauley are no longer involved as representatives on the project. Our revised proposal maintains the proposed zoning but changes it to a conditional rezone with conditions that will reduce the potential impacts of the previous application. One of the owners, Dave Christensen, was one of the original developers of the Timberstone Golf Course and corresponding residential development and this subject property is adjacent to and compliments the golf course and residential development. There was some discussion with staff regarding incorporating horse uses in the project but we conducted another neighborhood meeting and neighbors expressed a strong consensus against horse uses being incorporated in the project.

We are not changing the requested R-2 zoning noted in the original application other than to make this a conditional rezone. This approach allows us to establish average lot size commitments that provide some flexibility and support the use of community systems. We propose to include a minimum average lot size of .82 acres which will be included and required in the development agreement. Multifamily dwellings and telecommunication facilities will be excluded as potential uses under the development agreement. Parcel 36546000 consisting of 70.53 acres, which was the more agriculturally viable parcel, is being removed from the request and will not be a part of this project. We have included a revised site plan with this letter. My client is also proposing to use community water and community wastewater systems. These systems may be provided by on-site systems or by the extension of municipal services. We are exploring both

options. If we were to pursue 2 acre lots and RR zoning as previously discussed that approach would have to utilize individual well and septic to work financially. We believe this approach with larger lots and the community systems will benefit the project and the surrounding area. The proposed minimum average lot size of almost 1 acre (.82 acre average) is needed to support the use of community systems. This is a reduction in the density and the corresponding impact compared to the initial proposal. These lot sizes are consistent with or larger than the adjacent residential lots in the Timberstone golf course development.

#### **07-06-07: CONDITIONAL REZONE:**

This proposal meets the criteria for approval under the Canyon County Zoning Ordinance – specifically Section 07-06-07 Conditional Rezones as noted below. We may supplement this analysis as this application moves forward.

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

**Yes.** See the following analysis.

#### **Residential**

The subject property is adjacent to an area designated for residential use in the 2020 comprehensive plan.

The comprehensive plan describes the residential designation and states “Residential development should be within areas that demonstrate a development pattern of residential land uses.” The subject property is adjacent to the Timberstone Golf Course development which is designated for residential use on the comprehensive plan map. It is also in close proximity to the Garret Ranch Ridge Subdivision. The subject property is also contiguous with approximately 310 acres that is conditionally zoned RR. This area has a pattern of residential uses adjacent to or in very close proximity to this project. The Timberstone Golf Course was developed with residential lots incorporated into the golf course use which is a common pattern for golf courses. The lots in this project would benefit from the golf course as an amenity and the golf course will benefit from the addition of these homes as an enhancement to their green fee revenues and use of the course. The property is in the impact area for Greenleaf. Impact areas are where most growth is intended to occur.

The following Goals and Policies support our application.

#### **Property Rights Component**

##### Goals:



1. Canyon County will ensure that land use policies, restrictions, conditions and fees do not violate private property rights or create unnecessary technical limitations on the use of property.

Policies:

10. Land use laws and decisions should avoid imposing unnecessary conditions or procedures on development approvals.

These policies support allowing this application adjacent to or near existing development to proceed forward. The proposed lot sizes are consistent with or larger than the adjacent lot sizes in the Timberstone development and similar to the lots sizes in the nearby subdivision. The property is not prime agricultural ground. It consists largely of moderately and least suited soils. The property is sloped and uneven and a large portion is occupied by an old feedlot that is no longer in use. Surface water rights are limited for this property. The old feedlot was land granted without water rights and the remainder of that parcel is high ground with less than one third of the typical surface water rights for such property.

**Population Component**

Goals:

1. Consider population growth trends when making land use decisions.
2. To encourage economic expansion and population growth throughout the county plus increase economic diversity for continued enhancement of our quality of life to meet citizen needs.
3. To guide future growth in order to enhance the quality and character of the county while providing and improving the amenities and services available to Canyon County residents.

Policies:

1. Provide the planning base for an anticipated population of 225,503 by the year 2015, and 242,908 by the year 2020.
3. Encourage future population to locate in areas that are conducive for residential living and that do not pose an incompatible land use to other land uses.

The subject property is adjacent to and near other residential development and property that is designated for residential use as provided in the applicable Comprehensive Plan. This project will support the Timberstone Golf Course which is an existing area amenity for the County and the golf course will be an amenity to this proposed development. This development and the golf course provide a mutual benefit

to each other. The subject property is located in the impact area for the City of Greenleaf. The subject property is also contiguous with approximately 310 acres that is conditionally zoned RR. There is an existing pattern of development in the immediate area and it is in an impact area which is where most growth should occur. The demand for this type of residential use remains high and this project will support the higher than anticipated population growth.

## **Economic Development Component**

### Goals:

1. To diversify and improve the economy of Canyon County in ways that are compatible with community values.
5. To ensure that land use policies, ordinances and processes allow for a viably economic environment for development.

### Policies:

7. Canyon County should identify areas of the county suitable for commercial, industrial and residential development. New development should be located in close proximity to existing infrastructure and in areas where agricultural uses are not diminished.

This is an area that is identified as being suitable for residential growth. It is adjacent to a residential designation and the property is located in Greenleaf's impact area. There is compatible existing residential development in the immediate area. The subject property is also contiguous with approximately 310 acres that is conditionally zoned RR. This project repurposes property with poor agricultural viability into a viable compatible use that will help support the golf course. The golf course is an amenity to the county and it is a recreational use that is an economic driver for the County. The project will utilize community water and wastewater systems.

## **Land Use Component**

### Goals:

4. To encourage development in those areas of the county which provide the most favorable conditions for future community services.
5. Achieve a land use balance, which recognizes that existing agricultural uses and non-agricultural development may occur in the same area.
6. Designate areas where rural type residential development will likely occur and recognize areas where agricultural development will likely occur.



Policies:

2. Encourage orderly development of subdivisions and individual land parcels, and require development agreements when appropriate.

**Residential**

This policy recognizes that population growth and the resulting residential development should occur where public infrastructure, services and facilities are available or where there is a development pattern already established.

3. Encourage compatible residential areas or zones within the county so that public services and facilities may be extended and provided in the most economical and efficient manner.

The subject property is in the Greenleaf impact area which is an area that is planned for growth and ultimately for the extension of services. The subject property is contiguous with approximately 310 acres that is conditionally zoned RR. The owners are proposing to use community water and wastewater systems. The property owners are also exploring the option of extending city services from Greenleaf. If city services are not extended with the project these community systems could be incorporated into the city system. There are certainly agricultural uses remaining in the area but those uses have co-existed with the Timberstone development and the Garret Ranch Ridge Subdivision for years. This demonstrates the land use balance that can be achieved and which is described in Goal 6. Goal 6 recognizes that residential and agricultural uses can co-exist in the right locations. The subject property is adjacent to and near other residential developments and property that is designated for residential use as provided in the Comprehensive Plan. There is an existing pattern of development in the immediate area and it is in an impact area which is where most growth should occur. The demand for this type of residential use remains high due to the larger than anticipated population growth.

**Public Services, Facilities and Utilities Component**

Water

Maintenance of high-quality water sources and adequate wastewater and stormwater management are all of great importance in Canyon County. These services are provided within the county through a combination of municipal, public, and private service providers.

Policies:

3. Encourage the establishment of new development to be located within the boundaries of a rural fire protection district.

4. Encourage activities to promote the protection of groundwater and surface water.

The applicant is proposing community water and wastewater systems. In meetings with staff they encouraged the use of community systems. The subject property is located in the Wilder and Homedale Fire Districts.

### **Transportation**

#### Policies:

13. Ensure that all new development is accessible to regularly maintained roads for fire protection and emergency service purposes.

15. Work with highway districts, ITD, cities and others to reserve rights-of-way for planned transportation facilities.

The subject property has access onto Van Slyke Road and Ustick Road. The applicant will work with the highway district to meet their requirements for road improvements and will dedicate the applicable necessary right of way to the highway district. The right-of-way dedication associated with this project would be approximately 13% of the total property (approximately 9 acres for Ustick and VanSlyke including existing prescriptive right-of-way and 12 acres for internal roads).

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

**Yes.**

The current zoning is not the best long-term use of this property. The ground is not best suited for agricultural use and production. A large portion of the property consists of an old feedlot that is no longer in use. Attempting to re-institute the feedlot would create potential challenges for the residential uses and zoning in the area. Locating a feedlot in a nitrate priority area also is not optimal. The property lacks full water rights for viable agricultural use. The property is adjacent to a residential designation in the comprehensive plan and in close proximity to existing residential uses. The property is located adjacent to the Timberstone golf course and corresponding residential development. This proposed rezoning would support that adjacent use which is an amenity in Canyon County. There is a strong demand for these rural type lots. The adjacent golf course only enhances that demand. Many people do not want to live on city sized parcels in higher density development. Additionally, not every location in the county is appropriate for this type of large lot development. This property is located in the Greenleaf impact area where growth is planned and intended to occur. The subject property is adjacent to approximately 310 acres that is conditionally zoned RR. This is an area where the land use balance with agriculture and residential uses co-existing as described in the comprehensive plan can and should occur. The existing residential development and golf course in the area

demonstrate that this is a location where such balance can be achieved to provide a diversity of housing choices for those not wanting to live in the city.

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

**Yes.**

Again, the property is located adjacent to the Timberstone golf course and in close proximity to other residential developments. Those uses have compatibly co-existed with the other agricultural uses in the area for years. This property is also located in the Greenleaf impact area where growth is planned and intended to occur. The subject property is immediately adjacent to approximately 310 acres that is conditionally zoned RR. This is an area where the land use balance with agriculture and residential uses co-existing in the same area as described in the comprehensive plan can and should occur. The existing residential development and golf course development in the area demonstrate that this is a location where such balance can be achieved and where agriculture uses and residential uses can and should be allowed to compatibly co-exist.

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

**No and the applicant is proposing several conditions of approval that help mitigate potential impacts.**

The proposed use is adjacent to the existing golf course and residential development. One of the owners of the Subject property, Mr. Christensen, was also the developer of the Timberstone golf course. This subject property has been intended to be developed adjacent to the golf course. This proposed development would complement and benefit that existing golf course with its residential uses. The property is located in the impact area for the City of Greenleaf. The subject property is also located adjacent to 310 acres of land that is conditionally rezoned to RR. The character of the area around the golf course has been established for years and this proposed use adjacent to it is consistent with that character. The applicants are now requesting a conditional rezone with a development agreement. The applicant is proposing a minimum average lot size of .82 acres which will be a condition in the development agreement. This lot size is similar to or larger than the residential lots incorporated into the Timberstone golf course development and similar to the lots in almost adjacent Garret Ranch Ridge Subdivision. The development agreement would also include a condition that multifamily dwellings which are either an allowed use or allowed by CUP, depending on the size, and telecommunication facilities which are allowed by CUP in an R2 zone will be excluded altogether as potential uses. The applicant will be utilizing a community water system and wastewater system. The applicant will also comply with any requirements of the highway district for any necessary road improvements based



on the applicable Association of Canyon County Highway Districts road standards and traffic impact analysis.

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

**Yes.**

The applicant is proposing community water and wastewater systems. The community systems will either be provided by on-site systems or through the extension of city services from the City of Greenleaf. A pressurized irrigation system will be provided to the respective lots. Stormwater runoff will be retained on site or will utilize applicable historic drainage rights at predevelopment rates.

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

The Applicant will dedicate the applicable right of way to the Golden Gate Highway District and will work with the district to comply with the district's requirements for any necessary roadway improvements. Ustick Road is a minor arterial so it is intended and designed to handle and distribute higher volumes of traffic than collectors and local roads while maintaining an emphasis on property access. Generally traffic volumes from this project are expected to be well within roadway design standards. Right-of-way dedication for Ustick and VanSlyke roads along with any required mitigation based on applicable highway district standards will ensure appropriate mitigation of the traffic impacts generated by the development.

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

**Yes.** The property has frontage on Ustick and Van Slyke Roads with a number of existing access points. The proposed access for the project will reduce the total number of access points and will ensure safe placement of accesses based on necessary stopping sight distance as analyzed by the applicant and reviewed by the highway district.

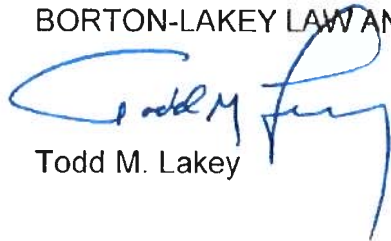
**8. Will the proposed conditional rezone amendment impact essential public services and facilities, such as schools, police, fire and emergency medical services? What measures will be implemented to mitigate impacts?**

The project is not anticipated to substantially impact public services. The property may have some longer response times. Those that desire to live in a more rural location understand that as a net benefit compared to living in on smaller lots in the more densely populated cities with faster response times. Proposed central water services which will include fire hydrants and appropriate access will improve the facilities needed by emergency responders as compared to an individual well and septic approach. These will be larger high value homes that will contribute more to the respective public agency's tax base than the average home in Canyon County.

The application meets the requirements in the Canyon County Code for approval of a conditional rezone on the subject property. We are open to discussion of other potential conditions of approval that may be included in the development agreement. We ask that the application be approved and as always are happy to respond to any questions you may have.

Sincerely,

BORTON-LAKEY LAW AND POLICY



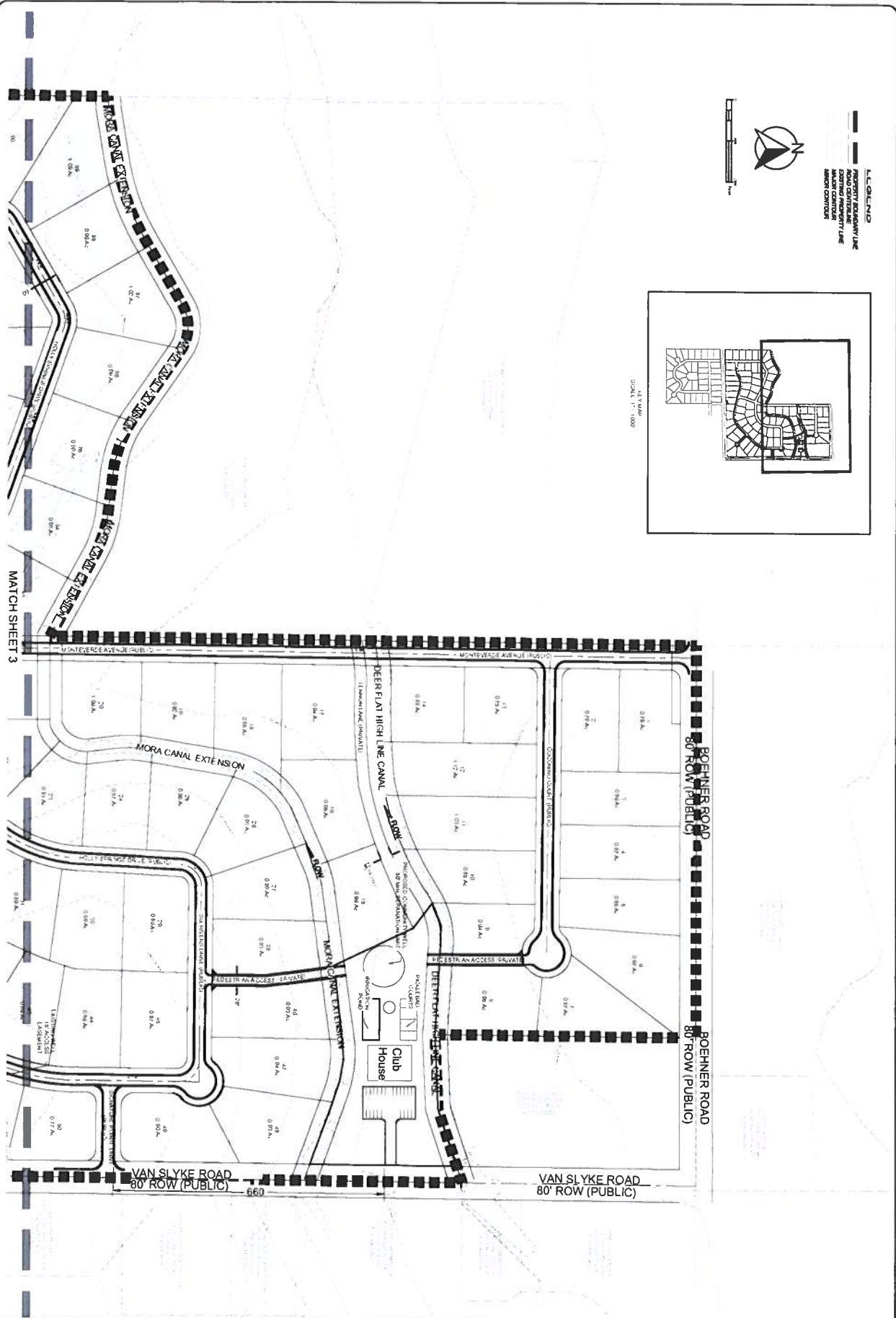
Todd M. Lakey

### **Proposed Conditions for Development Agreement**

1. The development of the property shall comply with all applicable federal, state, and county laws, ordinances, rules and regulations that pertain to the property as provided in this agreement.
2. The project shall be developed in substantial compliance with the site plan attached to this Agreement as Exhibit \_\_\_\_.
3. The development shall be platted pursuant to CCZO 07-17-09 & 07-17-13. The project may be developed in phases.
4. The applicant shall mitigate weeds on undeveloped lots within the subject property. At such time as an HOA is formed and CCR's are recorded for the development, the HOA will then be responsible for maintenance of weeds on undeveloped lots within the applicable phase.
5. All storm water drainage shall be retained on site or will utilize applicable historic drainage rights at predevelopment rates. An engineered drainage plan shall be submitted with the application(s) for preliminary plat.
6. The project shall have a minimum average lot size of .82 acres. This average shall be calculated for the entire property and maintained as the project is developed.
7. Multifamily dwellings and telecommunication facilities as noted in CCZO 07-10-27 shall be prohibited uses on the subject property.
8. All exterior lighting shall be shielded downward and directed away from adjacent properties.
9. The development shall use community water and wastewater systems by either clustered on-site systems, a central on-site systems or extension of municipal services.
10. The development shall utilize public roads.
11. The project shall comply with the applicable requirements of the Golden Gate Highway district as noted in Exhibit \_\_\_\_.

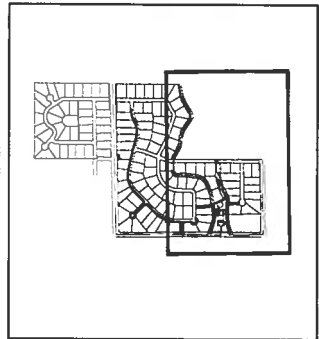






**LEGEND**

- PROPOSED RESIDENTIAL LINE
- EXISTING PROPERTY LINE
- MAJOR DRAINAGE

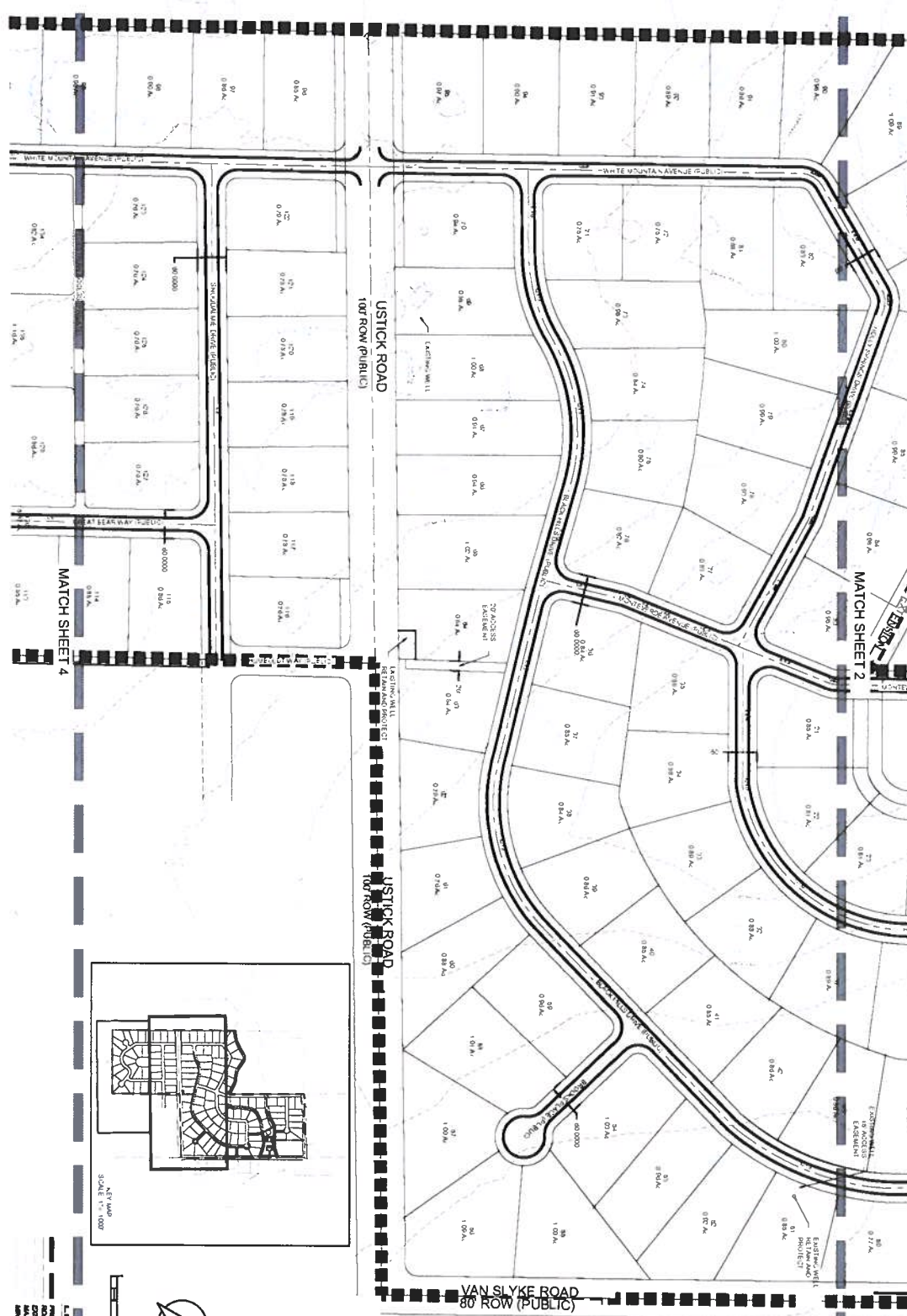


SITE LAYOUT DRAWING FOR:  
TIMBER RIDGE SUBDIVISION  
SITE PLAN 1

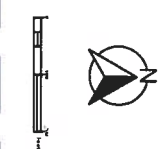
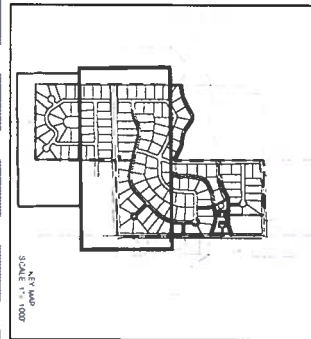
NO.	REVISIONS	DATE	BY	CHKD	APPROVED
1					
2					
3					
4					
5					
6					
7					
8					



2



MATCH SHEET 2  
 MATCH SHEET 4  
 USTICK ROAD  
 10' ROW (PUBLIC)  
 USTICK ROAD  
 10' ROW (PUBLIC)  
 VAN SLYKE ROAD  
 80' ROW (PUBLIC)



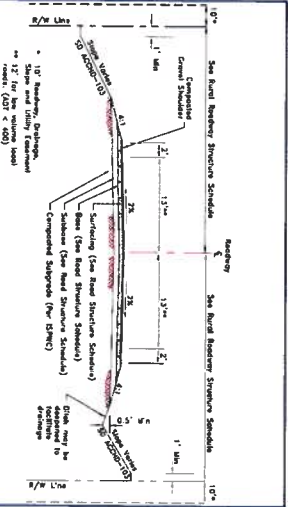
NO.	REVISION	DATE	BY	CHKD.	APPROVED
1					
2					
3					

SITE LAYOUT DRAWING FOR:  
 TIMBER RIDGE SUBDIVISION  
 SITE PLAN 2



L.L. GLEND  
 PROPERTY SURVEYOR  
 1000 CENTRAL AVE.  
 ALBANY, NY 12206  
 518-861-1111  
 FAX 518-861-1112  
 DATE: 12/1/2013  
 SHEET: 3 OF 3





**TWO LANE RURAL ROADWAY SECTION**  
N.T.S.

Class of Road	Shoulder Width (ft)	Travel Lane Width (ft)	Centerline Width (ft)	Right of Way Width (ft)
Class of Road	12	12	4	40
Shoulder Width (ft)	12	12	4	40
Travel Lane Width (ft)	12	12	4	40
Centerline Width (ft)	12	12	4	40
Right of Way Width (ft)	12	12	4	40

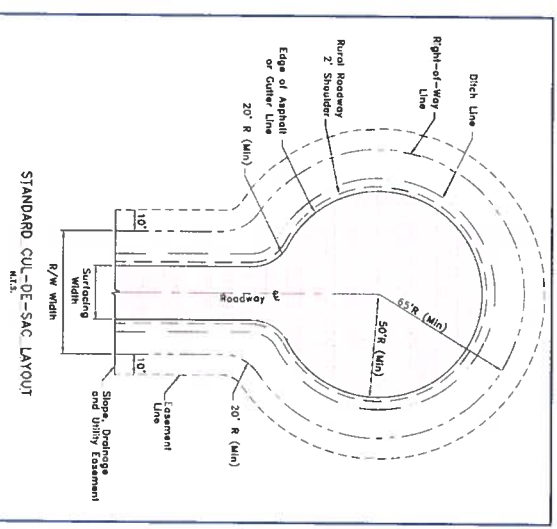
- NOTES:**
1. The Roadway Structure Schedules are based on road base and subgrade conditions. Roadway Structure Schedules may vary with better and conditions. Changes to these section requirements will be based on a Geotechnical Report prepared by a Registered Professional Engineer.
  2. The Roadway Structure Schedules are based on 12" base, as modified in Section 302.010, using an 8" wide base. The Roadway Structure Schedules are based on 12" base, as modified in Section 302.010, using an 8" wide base.
  3. For Collector (4,000 ADT or more), Arterial or Expressway, see Section 302.010 and 302.010.

ASSOCIATION OF  
CANYON COUNTY DISTRICTS  
CANYON COUNTY, IDAHO

TWO LANE RURAL  
ROADWAY SECTION

STANDARD DRAWING  
ACCHD-101

REVISED 01/22



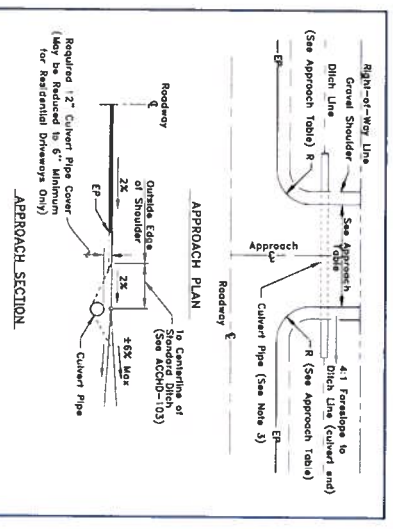
- NOTES:**
1. Adequate drainage of the surface and ditch line is required.
  2. If curb section is used, the radius to the back of curb & gutter should be 50.3'.
  3. If Roadway structure schedule and utility structure is required within R/W.
  4. Cul-De-Sac Asphalt Grade in any one direction shall be 1.2% min.
  5. Cul-De-Sac may be either (asymmetric) or find the approach roadway edge of asphalt is tangent to the Cul-De-Sac Circle.

ASSOCIATION OF  
CANYON COUNTY DISTRICTS  
CANYON COUNTY, IDAHO

STANDARD CUL-DE-SAC  
LAYOUT

STANDARD DRAWING  
ACCHD-104

REVISED 01/22



**APPROACH TABLE**

Approach Type	Shoulder Width (ft)	Travel Lane Width (ft)	Centerline Width (ft)	Right of Way Width (ft)
Approach Type	12	12	4	40
Shoulder Width (ft)	12	12	4	40
Travel Lane Width (ft)	12	12	4	40
Centerline Width (ft)	12	12	4	40
Right of Way Width (ft)	12	12	4	40

- NOTES:**
1. Approach spacing shall conform to Section 3000 of the ACCHD Manual.
  2. Improve/Grass by paved motion only.
  3. Culvert pipe shall be 12" min. diameter. Culvert pipe shall extend to the intersection of the other road. The culvert pipe shall be installed in the centerline of the road. The culvert pipe shall be installed in the centerline of the road.
  4. Substation roads are defined as roads not primarily provide access to adjacent lots or parcels, do not serve as collector roads, are not located on section or quarter section lines and have a maximum width of 12 feet. All other roads shall be considered "main" roads for application of approach standards.
  5. Serving One (1) or Two (2) Residences Only.

ASSOCIATION OF  
CANYON COUNTY DISTRICTS  
CANYON COUNTY, IDAHO

STANDARD RESIDENTIAL  
APPROACH

STANDARD DRAWING  
ACCHD-105

REVISED 01/22

SITE LAYOUT DRAWING FOR:  
TIMBER RIDGE SUBDIVISION  
STANDARD DETAILS



# Letters from Canyon County Development Services

# LAND USE WORKSHEET

PLEASE CHECK ALL THAT APPLY TO YOUR REQUEST:

## GENERAL INFORMATION

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

2. **SEWER (Wastewater)** ☐ Individual Septic ☒ Centralized Sewer system  
☐ N/A – Explain why this is not applicable: \_\_\_\_\_  
\* Intending to build a lift station and connect to City of Greenleaf sewer treatment plant.

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

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

5. **ACCESS:**  
☒ Frontage ☐ Easement Easement width \_\_\_\_\_ Inst. # \_\_\_\_\_

6. **INTERNAL ROADS:** Will be made after approval of preliminary plat.  
☒ Public ☒ Private Road User's Maintenance Agreement Inst # \_\_\_\_\_

7. **FENCING** \*TBD ☐ Fencing will be provided (Please show location on site plan)  
Type: \_\_\_\_\_ Wrought Iron Fencing anticipated \_\_\_\_\_ Height: \_\_\_\_\_ 4' - 6'

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)  
Canals: Deer Flat Highline Canal Water Right #63-2806 and #63-3244  
Mora Canal Extension Canal

## RESIDENTIAL USES

### 1. NUMBER OF LOTS REQUESTED:

- ☒ Residential 135      ☐ Commercial \_\_\_\_\_ ☐ Industrial \_\_\_\_\_  
☒ Common 1      ☐ Non-Buildable \_\_\_\_\_

### 2. FIRE SUPPRESSION:

- ☒ Water supply source: Fire Hydrants relying on community wells

### 3. INCLUDED IN YOUR PROPOSED PLAN?

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

## NON-RESIDENTIAL USES

### 1. SPECIFIC USE: Clubhouse, Pickleball Courts, Outdoor Picnic Area, Tot Lot

### 2. DAYS AND HOURS OF OPERATION:

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

Amenities and Clubhouse will be  
unmanned and available for residents  
to schedule and for HOA events.

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

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

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

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

### 5. PARKING AND LOADING:

How many parking spaces? ~ 20 spaces: With 1 Van Accessible Parking Space

Is there is a loading or unloading area? Not

**ANIMAL CARE-RELATED USES**

1. **MAXIMUM NUMBER OF ANIMALS:** N/A: Intended for residents to adhere to Canyon County Code regarding number, type and care of Animals.

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

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

3. **HOW DO YOU PROPOSE TO MITIGATE NOISE?** N/A

☐ Building    ☐ Enclosure    ☐ Barrier/Berm    ☐ Bark Collars

4. **ANIMAL WASTE DISPOSAL** N/A

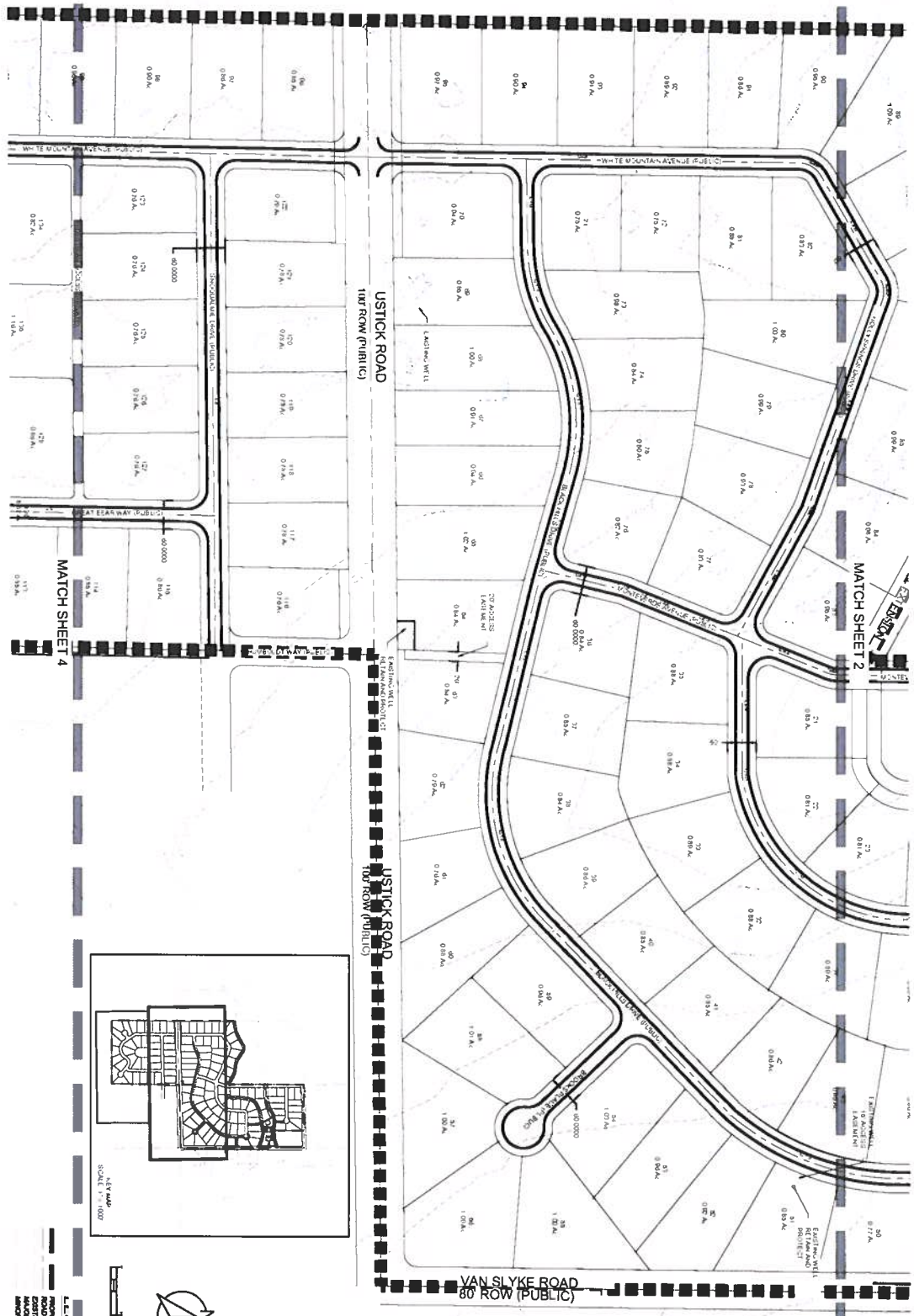
☐ Individual Domestic Septic System    ☐ Animal Waste Only Septic System

☐ Other: \_\_\_\_\_









SITE LAYOUT DRAWING FOR:  
TIMBER RIDGE SUBDIVISION  
SITE PLAN 2

NO.	DESCRIPTION	DATE	REVISION
1			
2			
3			
4			
5			
6			
7			
8			









Staff Blouwpf PP

## **PRELIMINARY PLAT NOTES:**

1. **UTILITY/DRAINAGE EASEMENTS** All Lots feature the following Easements:  
FRONT - 10', SIDE - 5', REAR/BOUNDARY - 10' for Public Utilities, Irrigation, and Lot Drainage.
2. **RIGHT TO FARM** This development recognizes Section 22-4503 of the Idaho Code Right to Farm Act, which states: "No agricultural operation, agricultural facility, or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation facility or expansion was not a nuisance at the time it began or was constructed, the provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
3. **AVERAGE MINIMUM LOT SIZE** of each phase of construction to comply with Canyon County Code (07-10-21) for ZONE R-2: ½ ACRE Minimum. Per Canyon County Ordinance 07-10-21(2), minimum lot sizes can be decreased to 12,000 square feet when municipal sewer or water is connected, this subdivision will be connected to City of Greenleaf sewer. Lot sizes have been designed accordingly.
4. **SINGLE FAMILY RESIDENTIAL** Residential lots will be for single family residential use under the ordinances of Canyon County.
5. **LOT LINES** Internal Lot Lines are conceptual and may change during final platting.
6. **CROSS-ACCESS EASEMENTS** and storm drainage easements may be provided across lot lines as determined during final design. The easement shall not preclude the construction of proper hard-surfaced driveways for access to each individual lot. ater, Septic, and irrigation line sizes and locations are preliminary and will be refined during final construction design.
7. **COMMON LOTS:** All common lots will be owned and maintained by the Homeowner's Association/Water Users Association. These lots are subject to a blanket easement for public utilities that shall not interfere with the construction of clubhouse, well houses, or subdivision amenities.
8. **COMMUNITY WELL LOT(S):** Lots for community culinary wells shall preserve a 50-foot radius around the well head which shall be kept clear of buildings or obstructions. Access to the well head for maintenance shall be preserved at all times

## **PRELIMINARY ENGINEERING NOTES:**

1. **SEWER** will be collected in a municipal sewer main network leading to a lift station and pumped to the City of Greenleaf wastewater treatment plant. Sewer mains will conform to the Idaho Standards for Public Works Construction (ISPMC) and stubbed to each individual residential lot.
2. **DOMESTIC WATER** mains will be provided to individual lots by Community Well(s) to be installed by the developer in accordance with Idaho Department of Water Resources (IDWR) & Department of Environmental Quality (DEQ) Standards.
3. **IRRIGATION** will be provided Wilder Irrigation District on behalf of the Boise Project Board of Control and Bureau of Reclamation. Existing groundwater rights will be necessary to supplement available surface water rights. To the extent possible these will be supplied relying on permits and infrastructure associated with existing irrigation wells. The existing canals will remain open and in their current locations. Surface and well irrigation water rights will be diverted to a reservoir with an adjacent pressure irrigation pump station. Pressurized irrigation will be delivered to each lot in accordance with the engineered design. Maintenance of the irrigation system will be by the Subdivision Water Users Association. Watering schedules (such as odd/even watering days) will be used as needed.
4. **MAINTENANCE** of any irrigation, drainage pipes or ditch crossing a lot not a part of the Subdivisions infrastructure, is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage entity. Subdivision irrigation infrastructure will be maintained by the Homeowners/Water Users Association per Idaho Code 31-3805B to the Curb Stop side of the service. Irrigation infrastructure downstream of the service Curb Stop is the responsibility of the lot owner.
5. **STORM DRAINAGE** will be routed through roadside borrow ditches and retained or detained in common lots or easements. The Storm Drainage system will utilize historic drainage rights associated with the property with appropriate treatment at pre-development discharge rates.
6. **SPECIFICATIONS:** Water, Septic, and irrigation line sizes and locations are preliminary and will be refined during final construction design.
7. **POWER** to be provided by Idaho Power. Some modifications to proposed easements and lot layout may vary slightly depending on utility company routing. All on-site Power and joint trench utilities will be located underground.
8. **ROADS:** All roads (with the exception of Lennon Lane and some possible shared driveways) are public and to be built in accordance with Golden Gate Highway District standards (Association of Canyon County Highway Districts Standards).
9. **ACCESS:** Access to residential lots shall be obtained only through approved street access. Direct residential lot access to Utlick Road, Van Slyke Road and Boehner Road shall be prohibited.
10. **SITE WORK AND UTILITY CONSTRUCTION** shall be performed in accordance with requirements of Golden Gate Highway District, the current edition of the Idaho Standards for Public Works Construction (ISPMC), Idaho Plumbing Code (IPC), and all other applicable local, state, and federal requirements.
11. **NO POTENTIALLY DANGEROUS AREAS**, including geologically hazardous areas, areas subject to inundations or flood hazard and areas of high ground water have been identified in the project area.

**HIGH NITRATE/NITRITE PRIORITY AREA:** This area is identified as a high Nitrate/Nitrite Priority Area by Southwest District Health. Community sewage disposal is preferred.

Staff document PP

## SITE INFORMATION

### OWNERS/DEVELOPERS:

H. David Christensen & Sandra Christensen  
18250 Van Slyke Rd  
Wilder, ID 83676  
Phone: (208) 863-1953  
Email: hdauidchristensen@hotmail.com

Phyllis Indart  
23441 Ustick Rd.  
Wilder, ID 83676  
Phone: (208) 941-1101  
Email: pindart33@gmail.com

### ENGINEERING CONSULTANT:

Orton Engineering, LLC  
17338 Sunnysdale Place  
Caldwell, ID 83607  
Phone: (208) 350-9422  
Contact: Brent L. Orton, P.E.  
Email: brentonorton@ortonengineering.com

### SURVEYOR:

Skinner Land Survey  
17842 Sand Hollow Road  
Caldwell, Idaho 83607  
Phone: (208) 454-0933  
Contact: TJ Wellard, PLS  
Email: TJ@skinnerlandsurvey.com

### SURVEY CONTROL NOTES:

Based on the NAD83 State Plane  
Coordinate System (Idaho West 1103)  
and vertical (NAVD83) Datum

### PARCELS:

R36524010, R36523, R36525, R33209, R33210

ACREAGE: 151.55 ACRES (6,601,518 SF)

### ZONING:

CURRENT: AGRICULTURAL PROPOSED: R-2

Min Lot Size  $\frac{1}{2}$  ACRE

Max Building Height: 35'

### SETBACKS:

FRONT: 20' REAR: 20' SIDE: 10' CORNER: 20'

### WATER:

Community Wells), to be regulated by Idaho Department of Water  
Resources (IDWR) & Department of Environmental Quality (DEQ) in  
compliance with the Safe Drinking Water Act

### SEWER:

City of Greenleaf

### HIGHWAY DISTRICT:

Golden Gate Highway District No. 3

### IRRIGATION DISTRICT:

Wilder Irrigation District

### SCHOOL DISTRICTS:

Homedale School District (South of Ustick Rd.)  
Vallivue School District #139 (North of Ustick Rd.)

### FIRE DISTRICTS:

Homedale Fire (South of Ustick Rd.)  
Wilder Fire (North of Ustick Rd.)

### IMPACT AREA:

City of Greenleaf

### FLOOD ZONE:

Not in Flood Zone

Staff doc AB

Staff doc. PR

## LAND USE SUMMARY

DESCRIPTION	# OF LOTS	ACRES	% OF TOTAL
<u>TOTAL LOTS/ACREAGE:</u>		151.56	100%
SINGLE RESIDENTIAL LOTS	135	119.38	78.77%
COMMERCIAL LOTS	0	0	0%
OPEN SPACE/ COMMON LOTS	1	3.59	2.37%
AREA RIGHT OF WAY		28.59	18.86%
<u>ZONING</u>			
EXISTING: AGRICULTURAL		PROPOSED: R-2	
<u>MINIMUM LOT SIZE FOR ZONE</u>			
SINGLE FAMILY		½ ACRE (21,780 SF)	
<u>SUBDIVISION LOT SIZES</u>			
MINIMUM RESIDENTIAL LOT		0.64 ACRE (27,878 SF)	
AVERAGE RESIDENTIAL LOT		0.88 ACRE (38,520 SF)	
MAXIMUM RESIDENTIAL LOT		1.16 ACRE (50,530 SF)	
<u>TOTAL LOTS/ACREAGE:</u>		DWELLING UNIT/ACRE	
GROSS LOTS PER ACRE		0.89 LOTS/ACRE	
<u>GOLDEN GATE HWY DIST STANDARD ROW</u>			
INTERIOR STREETS (Local Roads)		30' ROW from centerline (60' total)	
USTICK ROAD (Principal Arterial)		50' ROW from centerline (100' total)	
VAN SLYKE (Minor Collector)		40' ROW from centerline (80' total)	

# Neighborhood Meeting



## **NEIGHBORHOOD MEETING SIGN-UP**

### **CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT**

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

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

Phone: 208-454-7458

Fax: 208-454-6633



## **NEIGHBORHOOD MEETING SIGN UP SHEET**

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

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

#### **SITE INFORMATION**

Site Address: Corner of Ustick and VanSlyke	Parcel Number: R36523, R365240100, R36525, R33210, R33209	
City: Caldwell	State: ID	ZIP Code: 83607
Notices Mailed Date: 8/4/2024	Number of Acres: 151.55	Current Zoning: Agricultural
Description of the Request: Comp Plan Ammend., Rezone, Preliminary Plat & Special Use Permit		

#### **APPLICANT / REPRESENTATIVE INFORMATION**

Contact Name: Brent L Orton		
Company Name: Orton Engineering, LLC		
Current address: 17338 Sunnydale Place		
City: Caldwell	State: ID	ZIP Code: 83607
Phone: (208)350-9422	Cell: same	Fax:
Email: brentorton@ortonengineers.com		

#### **MEETING INFORMATION**

DATE OF MEETING: 8/15/2024		MEETING LOCATION: West Canyon Elem. 18548 Ustick Rd.	
MEETING START TIME: 07:00 pm		MEETING END TIME: 08:20 pm	
ATTENDEES: 37			
NAME (PLEASE PRINT)		SIGNATURE:	ADDRESS:
1. See Attached Sheet			
2.			
3.			
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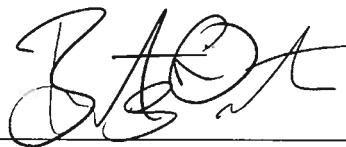
**NEIGHBORHOOD MEETING CERTIFICATION:**

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):

Brent L. Orton

APPLICANT/REPRESENTATIVE (Signature):



DATE: 08 / 15 / 2024

# Neighborhood Meeting Sign-In Form

**Welcome! Please Sign-in!**

**Project Description:** Timber Ridge Subdivision

Date of Meeting: 8/15/2024

Location: West Canyon Elementary School Cafeteria, 19548 Ustick Rd., Caldwell, ID 83607

Neighborhood Meeting Start Time: 7pm

End Time: 8:20pm

Please sign in to allow us to illustrate attendance at the required neighborhood meeting to allow us to satisfy the requirements for city/county code.

Name	Address	Phone Number
Terr + Mike Bink	22961 Signature Pointe Wild	
PATTY + Rick Haley	22612 Aura Vista Way	
Margarita + Dan Rodriguez	22636 Aura Vista Way	
Randy + Christi Tevler	22618 Aura Vista Way	
David + Cindy Custalder	22485 Aura Vista Way	
Rebecca Daulay	22753 Zephyr Ct	
DeWayna + Colleen Sker	22958 Signature Pointe	
Art Johnston	22794 Zephyr Ct	
Phyllis Indart	23441 Ustick Rd	
Richard Zehr		
Jim + Jackie Marshall	22359 AVW	
Dave + Jean Hedger	22900 Cirrus View Ct	
Tom McCutcheon	22957 SIGNATURE PT. 2W	
Deborah Dillon		
Don Schum	22362 Aura Vista Way	
Jeff Kenny Davidson	22605	
Burgin + Kerry Vaughn	22385 Mistral Ct	
Josh + Liza + Hunter	22358 Aura Vista Way	
Joe Roberts	18533 Vanslate Rd	
CHARLES + VICTORIA CAROTHER	22753 SIGNATURE POINTE LN WINTER	
Linda McCutcheon	22957 Signature Pointe Ln	
Kreg Thomsen	22362 Aura Vista Way	
Larry Garrett		
Kelly Christensen	Aura Vista	
Dave Christensen		

**CANYON COUNTY LISTING - R36524010, R36523, R36525, R33209, R33210 - 600 feet**

August 23, 2024

This information should be used for informational use only and does not constitute a legal document for the description of these properties. Every effort has been made to insure the accuracy of these data & is subject to change without notice; however, the Assessor's Office assumes no liability nor do we imply any particular level of accuracy. The Canyon County Assessor's Office disclaims any responsibility or liability for any direct or indirect damages resulting from the use of these property listings.



PIN	Owner Name	In Care Of	Address	City, State, Zip
36544109 0	BROKAW ORVILLE AND LUCILLE TRUST		22916 CIRRUS VIEW CT	CALDWELL, ID, 83607
36544507 0	CAROTHERS CHARLES SCOTT		22953 SIGNATURE POINTE LN	WILDER, ID, 83676
36546000 0	CHRISTENSEN H DAVID		18250 VAN SLYKE RD	WILDER, ID, 83676
36524010 0	CHRISTENSEN H DAVID		18250 VAN SLYKE RD	WILDER, ID, 83676
36523000 0	CHRISTENSEN H DAVID		18250 VAN SLYKE RD	WILDER, ID, 83676
36544501 0	CHRISTENSEN H DAVID LIVING TRUST		18250 VAN SLYKE RD	WILDER, ID, 83676
36544501 0	CHRISTENSEN H DAVID LIVING TRUST		18250 VAN SLYKE RD	WILDER, ID, 83676
36544500 0	CHRISTENSEN HYRUM DAVID		18250 VAN SLYKE RD	WILDER, ID, 83676
36544502 0	CHRISTENSEN KELLY A		22500 AURA VISTA WAY	CALDWELL, ID, 83607
36544106 0	CREWS TERRA M		22919 CIRRUS VIEW CT	CALDWELL, ID, 83607
36544110 0	DAILY TERESA M		22912 CIRRUS VIEW CT	CALDWELL, ID, 83607
33221120 0	GARRETT RANCHES PACKING		24113 HOMEDALE RD	WILDER, ID, 83676-5807
36530013 0	GENTLE WILLIAM R LIVING TRUST		23733 BOEHNER RD	WILDER, ID, 83676
36544108 0	GLAZIER DANICA CARMEL		22920 CIRRUS VIEW CT	CALDWELL, ID, 83605
36544100 0	IDAHO GOLF PARTNERS INC		22500 AURA VISTA WAY	CALDWELL, ID, 83607
36544100 0	IDAHO GOLF PARTNERS INC		22500 AURA VISTA WAY	CALDWELL, ID, 83607
36544100 0	IDAHO GOLF PARTNERS INC		22500 AURA VISTA WAY	CALDWELL, ID, 83607
36544100 0	IDAHO GOLF PARTNERS INC		22500 AURA VISTA WAY	CALDWELL, ID, 83607
33210000 0	INDART PHYLLIS A REVOCABLE TRUST-1993		23441 USTICK RD	WILDER, ID, 83676
33209000 0	INDART PHYLLIS A TRUST		23441 USTICK RD	WILDER, ID, 83676
36525000 0	INDART PHYLLIS A TRUST		23441 USTICK RD	WILDER, ID, 83676
36544010 0	JORGENSEN JIMMY		22971 BOEHNER RD	WILDER, ID, 83676
33221118 0	KIMES ERIK C		18616 EASTER PEAK AVE	NAMPA, ID, 83687
36544010A0	MARTINEZ IGNACIO		18412 VAN SLYKE RD	WILDER, ID, 83676
33221119 0	MASAR JOSEPH A		23602 GARRETT RANCH WAY	WILDER, ID, 83676
36544506 0	MCCUTCHEON FAMILY TRUST		22957 SIGNATURE POINTE LN	WILDER, ID, 83676
36544508 0	MILLER NATASHA		22951 SIGNATURE POINT LN	WILDER, ID, 83676
36522011 0	RIETEMA FAMILY TRUST		23246 BOEHNER RD	WILDER, ID, 83676
36526000 0	ROSENCRANTZ ELIZABETH M		2823 COLORADO AVE	CALDWELL, ID, 83605
36522000 0	RUBENS JOE D		18533 VAN SLYKE RD	WILDER, ID, 83676
36544104 0	SHIPP FAMILY TRUST		22911 CIRRUS VIEW CT	CALDWELL, ID, 83607
36544503 0	SKAAR DUWAYNE AND COLLEEN REVOCABLE REAL PROPERTY TRUST		22958 SIGNATURE POINTE LN	WILDER, ID, 83676
36544105 0	SMITH STEVEN C		22915 CIRRUS VIEW CT	CALDWELL, ID, 83607
36524000 0	TURNER MICHAEL		23057 BOEHNER RD	WILDER, ID, 83676
36528012 0	VAN DER HOEK HANS AND KAREN FAMILY TRUST		PO BOX 240	OROVADA, NV, 89425
33211000 0	VAN SLYKE FARMS INC		P.O. BOX 39	WILDER, ID, 83676
33212000 0	VAN SLYKE FARMS INC		P.O. BOX 39	WILDER, ID, 83676
36527000 0	VANDERHOEK HANS		PO BOX 222	OROVADA, NV, 89425
36529000 0	VANDERHOEK HANS		PO BOX 222	OROVADA, NV, 89425
36515011 0	VILLAFANA MIGUEL ANJEL		26268 USTICK RD	WILDER, ID, 83676
33224000 0	WHISPERING PINES DEVELOPMENT LLC		6211 CLEVELAND BLVD	CALDWELL, ID, 83607
36546011 0	WHITE ROGER		22922 BOEHNER RD	WILDER, ID, 83676
36544107 0	WHITE STEVEN J		22924 CIRRUS VIEW CT	CALDWELL, ID, 83607
33202000 0	WILLIAMSON PROPERTIES LLC		21986 HOSKINS RD	CALDWELL, ID, 83607
33208000 0	WILLIAMSON PROPERTIES LLC		21986 HOSKINS RD	CALDWELL, ID, 83607



Timber Ridge Subdivision  
near Van Slyke & Ustick Road  
Caldwell Idaho, 83607

Orton Engineering LLC ~17338 Sunnysdale Place, Caldwell, ID, 83607 ~ 208 350 9422 ~brentorton@ortonengineers.com



As part of the process for applying for a Preliminary Plat and Special Use Permit and revising our past application for a Comprehensive Plan Amendment and Rezone, we will be holding a neighborhood meeting. The neighborhood meeting is a great opportunity to speak with the owner and development team directly. These meetings are a prerequisite to making an application to Canyon County for these land-use actions. We hold these meetings in an open house format in hope to give each person a chance to ask questions and express concerns and ideas.

We typically include notes, comments, and concerns from neighborhood meetings in the project application. We're eager to show off the project, share with our neighbors, and hear from you. We will be making an application soon after the neighborhood meeting. If you are within 300 feet of the project boundaries, the Idaho Land Use Planning Act requires that you receive a public notice to your property address of record notifying you of the public hearing dates before the Planning and Zoning Hearing Examiner or Commission, and again before the Canyon County Commissioners - so watch for these in the near future.

If you can't make the meeting or just want information sooner, please feel free to reach out to Orton Engineering, LLC at (208)350-9422.

The Neighborhood Meeting will be held on:

**Date: Thursday, August 15th, 2024**

**Time: 7:00 pm to 8:00 pm**

**Location: West Canyon Elementary School Gymnasium,  
19548 Ustick Rd, Caldwell, ID 83607**

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Orton', with a stylized flourish at the end.

Brent L. Orton, PE, MSCE

Orton Engineering, LLC

(208)350-9422

[brentorton@ortonengineers.com](mailto:brentorton@ortonengineers.com)



Orton Engineering, LLC  
17338 Sunnydale Place  
Caldwell, ID 83607  
Ph 208 350 9422  
brentorton@ortonengineers.com

## Neighborhood Meeting Notes for Comprehensive Plan Amendment, Rezone, Preliminary Plat & Special Use Permit

Timber Ridge Subdivision  
near Van Slyke & Ustick Road  
Caldwell Idaho, 83607

# Engineering Narrative

## 8/15/2024: Engineering Talking Points for the Neighborhood Meeting

Welcome to the Neighborhood Meeting for Timber Ridge Subdivision!

- We want you to be heard.
  - o Please consider filling out a comment card.
  - o There will be project representatives ready to hear your concerns and ideas and answer questions individually.
- What is happening with this project?
  - o Advice of County, concerns at the time of the original application – Application elements and what has changed.
  - o There are a number of elements to the application as indicated in the meeting notice:
    - Rezone, Comp Plan Amendment, Subdivision/Preliminary Plat, Conditional Use Permit.
    - Rezoning –
      - This is an action that asks the land-use jurisdiction to change the zone of the property
      - The original application asked for what Canyon County calls a rezone or unconditional rezone.
      - The proposed modification to our application seeks to change this to what Canyon County refers to as a Conditional Rezone – a rezone including a development agreement.
        - o This is beneficial for spelling out the conditions that the developer agrees to fulfill as well as enumerating the what is contemplated and permitted in the application.
    - Subdivision/Preliminary Plat –
      - This is an action that allows the division of land into individual lots served by organized infrastructure.
      - The original application called for 0.67 Acre Lots.
        - o Over the course of the last two years, County Staff have provided recommendations and advice about ways to improve the application including larger lots.
        - o The concept plan shared in the neighborhood meeting letter calls for 1.5 to 2.8 Acre Lots with an average lot size (including consideration of the common areas) over 2 acres (1.8 Ac Avg excluding Common Areas).

- Because of the high nitrate area, we are interested in bringing sewer from Greenleaf for septic. In order to make that feasible, **We anticipate having to increase the density to make the plan work. We need to increase the number of lots to 135 lots to make it feasible to bring sewer.**
- Since we just completed the feasibility study today, we do not have the current layout available for review. However we will send a follow up letter with the preliminary layout when it is ready for your review.
- For reference, the Timberstone lot sizes are as follows:
  - Approximately 0.4 DUA Gross Density
  - Average Lot Size 0.65 Ac = 28,532 ft<sup>2</sup>
- **Comprehensive Plan Amendment.**
  - This action asks the land-use jurisdiction to alter the future land use map in the comprehensive plan to align with the desired use.
  - State Statute requires an application to be governed by the comprehensive plan in place at the time of application.
  - This would identify this area as Residential instead of agriculture.
- **Conditional Use Permit**
  - A conditional use permit (Called by some agencies, a special use permit) authorizes uses with instance specific conditions.
  - In this case, horse related amenities are in consideration.
  - This alone would not be expected to require a conditional use permit.
  - The owner group is aware of other horse amenities that have ceased.
    - These appear to have failed because of the financial, maintenance, or time burden on the residents of the subdivision.
  - A conditional use permit is desired here to allow events to be part of the horse use and potentially veterinary services, both of which require a conditional use permit.
    - Ideas for what these events could include:
      - Horse Mountaineering Training
      - Possible roping competitions
      - Horse shows
      - Events for youth
      - 4H Events
      - Subdivision Events
  - Our intent here is to provide the amenity while enabling the horse related amenities to produce enough profit to be self-sustaining.
  - These appear to satisfy the code requirements.
- **We have received a communication from Canyon County with extremely aggressive timelines by which we must submit our revised application.**
- **Our feasibility work is still in process.**
  - **We are very interested a central sewer system**
    - (lift station and force main to Greenleaf)
  - **Timberstone utilizes a privately owned central water system.**
    - We are interested in using community well as well and if pursued, we may connect a new source to Timberstone's wells to provide backup and redundancy for these wells regulated under the Safe Drinking Water Act and Idaho Department of Environmental Quality. This is still to be determined.
    - *Brent will explain how these systems work.*



Orton Engineering, LLC  
17338 Sunnydale Place  
Caldwell, ID 83607  
Ph 208 350 9422  
brentorton@ortonengineers.com

## Neighborhood Meeting Notes for Comprehensive Plan Amendment, Rezone, Preliminary Plat & Special Use Permit

Timber Ridge Subdivision  
near Van Slyke & Ustick Road  
Caldwell Idaho, 83607

- **IMPORTANT:**
  - **Accomplishing the desired central sewer and water systems and Amenities may require**
    - more lots (smaller lots), or
    - larger lots and
      - a reduction in amenities or
      - abandonment of central services. These are desirable for the area because of the nitrate priority area.
    - Expect to have to bring the lots just under 1 acre to make the amenities and central services pencil out.
    - (then why are we presenting this now – because of our imposed deadline by Canyon County to push our application forward).
  - The owner desires to maintain the lots at around 1 acre as we sort through these feasibility questions.
    - **What is the average lot size in Timberstone?**
- **Why this land?**
  - The owners are multi-generational farmers. This is high land with limited water rights and poor access to water and difficult to keep productive.
    - The 73-acre parcel has 21 acres worth of water rights. About 30 acres of this property is unprofitable enough that it is often planted only to prevent erosion or dust blow-off and not harvestable.
    - The East short 80 acres was a feed lot that never had irrigation water rights.
      - Most of this property is agriculturally non-viable (unless it were returned to production as a feed lot).
  - The Property to the South is already conditionally rezoned for residential development (and the owners are coordinating to make a harmonious theme and increase the feasibility of central services)
- **Well construction and how we protect the wells of others.**

8/15/2024:

### **Feedback from the Neighborhood Meeting:**

#### **Concerns of the citizens:**

- **No Horses, No Areana, No Events** - Expressed concern that there is not enough parking area for horses and horse trailers and they most likely will be parking on the streets for events. Rodeo events also are often loud bring alcohol and neighbors were concerned about that.
- **Strong request from neighbors to remove the Horse/Areana/Vet amenities and therefore the conditional use permit from the application. Client will comply and remove horse amenities, conditional use permit and special use permit.**
- **Water – concern over aquafer capacity and contamination of wells.** Orton Engineering shared information on well construction and the benefit of using mud rotary with full depth seals and how community wells are permitted by IDWR and regulated by the DEQ and benefits of using community wells over individual wells on each property from a diversion rate standpoint. Orton Engineering also spoke to the adequacy of the aquifer and recommendation to utilize a hydrogeologist in monitoring the well construction.
- **Traffic – concerns of traffic congestion on Ustick Road.** Orton Engineering shared information on traffic mitigation and how it is done. This project will be dedicating the required Right of Way on Ustick and Van Slyke and work with the Highway district on Traffic Mitigation (Nearly 10 acres). Orton Engineering also shared information about how the project has limited access on Ustick Road and Van Slyke. The owner instructed Orton Engineering to revise the layout to include a road over the canals where it is tiled to allow access for residents to exit on Boehner Rd. if north bound to help reduce the amount of traffic on Ustick.
- **Concerns that the layout presented was not the final Preliminary Plat Layout.** Orton Engineering, LLC let neighbors know where the project was at and that the feasibility of extending the sewer from Greenleaf indicated that density would need to change to 135 lots to make it feasible and would change the lots size to roughly 0.75 to 1.5 acre. Orton Engineering committed to share an updated layout of the Preliminary Plat when it was ready for submittal so neighbors could see the final layout. The original application was for an R-2 zone designation. The owner is continuing to seek that proposed zoning as a conditional rezone with a development agreement and will commit in the development agreement to an average lot size of .82 acres or more.

#### **Suggestions from citizens:**

- **Irrigation Pond:** One resident gave the suggestion to consider adding an irrigation pond to increase available capacity. The owner felt this was a valuable suggestion. An irrigation pond is intended to be used to facilitate the combined used of surface water and well water irrigation rights.
- **For Amenities-** neighbors recommended Pickleball courts, Club House for gatherings, Playground or Tot Lot, walking paths to complement the golf course at Timberstone. The owner felt this was a great idea and would be much easier to maintain than a horse facility.
- **Several neighbors requested to keep Lots smaller than 1 acre.** Several neighbors expressed that they didn't want farm animals, but would like to see more of what is required by the HOA at Timberstone regarding animals. Applauded plan to keep lots under 1 acre to discourage cows and pasture animals. **A few of the neighbors requested to keep lots large at 2- 5 acre to keep rural.** The difficulty of the larger lots eliminates the feasibility of paying to bring lift station and sewer from Greenleaf or building another type of community septic system and would mean individual well and septic in a high nitrate priority area. The owner would like to keep the lots just under 1 acre.



We Want to Hear from You on this Project!	
Compliments?	Clear presentation - Could not hear the discussion
Concerns?	Keep the size of lots to 2 acres - Less congestion
Questions?	Will our opinion matter?
Position: Timberstone Resident	<input type="checkbox"/> I am in Support of this Project <input type="checkbox"/> I do NOT support this Project <input checked="" type="checkbox"/> Undecided on my Position about this project
Contact Information so we can respond to your questions.	Name: Jean Hedger Email: [REDACTED] Phone: [REDACTED]

We Want to Hear from You on this Project!	
Compliments?	Like the idea of LOW DENSITY Development, upscale properties
Concerns?	Will Timber Ridge be using the same aquifer as Timber Stone? Enough capacity for both?
Questions?	Will the canals satisfy <u>all</u> of the irrigation needs? Would a supplemental pond (~20000 Acres) help to augment irrigation?
Position:	<input type="checkbox"/> I am in Support of this Project <input type="checkbox"/> I do NOT support this Project <input type="checkbox"/> Undecided on my Position about this project
Contact Information so we can respond to your questions.	Name: Dave Hedger Email: [REDACTED] Phone: [REDACTED]

Concerns?	
Questions?	
Position:	<input type="checkbox"/> I am in Support of this Project <input type="checkbox"/> I do NOT support this Project <input checked="" type="checkbox"/> Undecided on my Position about this project
Contact Information so we can respond to your questions.	Name: Art Johnston Email: [REDACTED] Phone: [REDACTED]

We Want to Hear from You on this Project!	
Compliments?	
Concerns?	Signature Pointe Lane have individual wells - We are not connected to Timberstone. How will these 2 big community wells effect us?
Questions?	
Position:	<input type="checkbox"/> I am in Support of this Project <input type="checkbox"/> I do NOT support this Project <input type="checkbox"/> Undecided on my Position about this project
Contact Information so we can respond to your questions.	Name: Michael + Terri Brink Email: <span style="background-color: black; color: black;">[REDACTED]</span> Phone: <span style="background-color: black; color: black;">[REDACTED]</span>

We Want to Hear from You on this Project!	
Compliments?	IT WILL MAKE IT VERY DIFFICULT FOR US TO GET IN + OUT OF SIGNATURE POINTE LN. WHERE WE LIVE
Concerns?	THEY WERE NOT PREPARED FOR THIS COMMUNITY MTG. THE BOARDS SHOW A PLAN THAT IS ALREADY OUTDATED. CURRENT PLAN IS <u>NOT</u> WHAT WAS SHOWN
Questions?	DONT WANT HORSES - WILL IMPACT STREET OVERFLOW PARKING ISSUES.
Position:	<input type="checkbox"/> I am in Support of this Project <input checked="" type="checkbox"/> I do NOT support this Project <input type="checkbox"/> Undecided on my Position about this project
Contact Information so we can respond to your questions.	Name: VICTORIA CROOTHERS Email: <span style="background-color: black; color: black;">[REDACTED]</span> Phone: <span style="background-color: black; color: black;">[REDACTED]</span>

Compliments?	
Concerns?	stick needs work, cars speeding, narrow, no traffic signs etc.
Questions?	Where is water coming from as we already are restricted to every other day.
Position:	<input type="checkbox"/> I am in Support of this Project <input checked="" type="checkbox"/> I do NOT support this Project <input checked="" type="checkbox"/> Undecided on my Position about this project
Contact Information so we can respond to your questions	Name: PATRICIA Amelino Email: <span style="background-color: black; color: black;">[REDACTED]</span> Phone: <span style="background-color: black; color: black;">[REDACTED]</span>

We Want to Hear from You on this Project!	
Compliments?	
Concerns?	Traffic concerns.
Questions?	
Position:	<input type="checkbox"/> I am in Support of this Project <input checked="" type="checkbox"/> I do NOT support this Project <input type="checkbox"/> Undecided on my Position about this project
Contact Information so we can respond to your questions.	Name: Becky Darley Email: [REDACTED] Phone:

We Want to Hear from You on this Project!	
Compliments?	
Concerns?	roads - Ustick
Questions?	signs on U-stick 4-way Stop
Position:	<input type="checkbox"/> I am in Support of this Project <input type="checkbox"/> I do NOT support this Project <input checked="" type="checkbox"/> Undecided on my Position about this project
Contact Information so we can respond to your questions.	Name: Virginia Vaughn Email: Phone: [REDACTED]

when is hearing

We Want to Hear from You on this Project!	
Compliments?	Good concept, poor process, not thought out
Concerns?	If it happens, only 5 acre lots. Keep the area rural. No infringing on neighboring water. We have enough issues as it.
Questions?	Keep the small town feel. Do not burden Wilder or Homedale. No increase in conveniences like shopping, etc.
Position:	<input type="checkbox"/> I am in Support of this Project <input checked="" type="checkbox"/> I do NOT support this Project <input type="checkbox"/> Undecided on my Position about this project
Contact Information so we can respond to your questions.	Name:

We Want to Hear from You on this Project!	
Compliments?	
Concerns?	I don't think you have a large enough market of horse people who will be able to afford equal type (value) as Timberstone homes.
Questions?	
Position:	<input type="checkbox"/> I am in Support of this Project <input checked="" type="checkbox"/> I do NOT support this Project <input type="checkbox"/> Undecided on my Position about this project
Contact Information so we can respond to your questions.	Name: Kreg Thomssen Email: [REDACTED] Phone: [REDACTED]

We Want to Hear from You on this Project!	
Compliments?	Explanation was good.
Concerns?	Density & Traffic
Questions?	
Position:	<input checked="" type="checkbox"/> I am in Support of this Project <input type="checkbox"/> I do NOT support this Project <input type="checkbox"/> Undecided on my Position about this project
Contact Information so we can respond to your questions.	Name: Lou Schram Email: [REDACTED] Phone: [REDACTED]

we want to Hear from You on this Project!	
Compliments?	I am in support of our <u>Canyon</u> <u>County</u> and state
Concerns?	Thanks for Trying so hard to make this idea + project
Questions?	successful <u>Band Impact</u>
Position:	<input type="checkbox"/> I am in Support of this Project <input type="checkbox"/> I do NOT support this Project <input type="checkbox"/> Undecided on my Position about this project
Contact Information so we can respond to your questions	Name: Joe Rubens Email: [REDACTED] Phone: [REDACTED]

we want to Hear from You on this Project!	
Compliments?	
Concerns?	Water, traffic, Quality of life. → Noise. Don't do the horses.
Questions?	no farm animals - just <del>and</del> doesn't work —
Position:	<input type="checkbox"/> I am in Support of this Project <input checked="" type="checkbox"/> I do NOT support this Project <input type="checkbox"/> Undecided on my Position about this project
Contact Information so we can respond to your questions.	Name: David Jones Email: <span style="background-color: black; color: black;">[REDACTED]</span> Phone: <span style="background-color: black; color: black;">[REDACTED]</span>

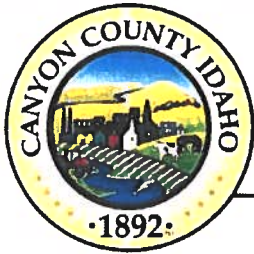
have a note -  
we can all  
hear questions  
& sometimes  
not answer

We Want to Hear from You on this Project!	
Compliments?	
Concerns?	Traffic
Questions?	will Ustick Road be widened with lower speed limits & more stop signs
Position:	<input type="checkbox"/> I am in Support of this Project <input type="checkbox"/> I do NOT support this Project <input checked="" type="checkbox"/> Undecided on my Position about this project
Contact Information so we can respond to your questions.	Name: Deborah Dillon Email: <span style="background-color: black; color: black;">[REDACTED]</span> Phone: <span style="background-color: black; color: black;">[REDACTED]</span>

We Want to Hear from You on this Project!	
Compliments?	
Concerns?	How many lots? 134 Traffic!!!
Questions?	Time frame? 5yrs No Horses
Position:	<input type="checkbox"/> I am in Support of this Project <input checked="" type="checkbox"/> I do NOT support this Project <input type="checkbox"/> Undecided on my Position about this project
Contact Information so we can respond to	Name: Email:



# AGENCY ACKNOWLEDGEMENT



## AGENCY ACKNOWLEDGMENT

Date: August 19, 2024

Timber Ridge Subdivision

Applicant: Brent L Orton, Orton Engineering, LLC representing H. David Christensen & Phyllis Indart

Parcel Number: R36524010, R36523, R36525, R33209, R33210

Site Address: Northwest corner of Van Slyke and Ustick Road, and additional parcel south of Ustick Rd.

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

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

#### **Southwest District Health:**

\* Predevelopment meeting held on Aug. 2, 2024, Pd. \$100

☒ Applicant submitted/met for informal review.

Date: 08/19/2024 Signed: \_\_\_\_\_

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

#### **Fire District:**

District: Homedale Fire (S. of Ustick)/ Wilder Fire (N. of Ustick)

☐ Applicant submitted/met for informal review.

Date: 8/20/2024 Signed: \_\_\_\_\_

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

Date: 8/20/2024 Signed: \_\_\_\_\_

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

#### **Highway District:**

☐ Applicant submitted/met for informal review. District: Golden Gate Highway District No. 3

Date: 08/22/2024

Signed: \_\_\_\_\_

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

#### **Irrigation District:**

District: Wilder Irrigation District

☐ Applicant submitted/met for informal review.

Date: 9/20/24 Signed: \_\_\_\_\_

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

#### **Area of City Impact**

City: City of Greenleaf

☒ Applicant submitted/met for informal review.

Date: 21 Aug 2024 Signed: \_\_\_\_\_

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

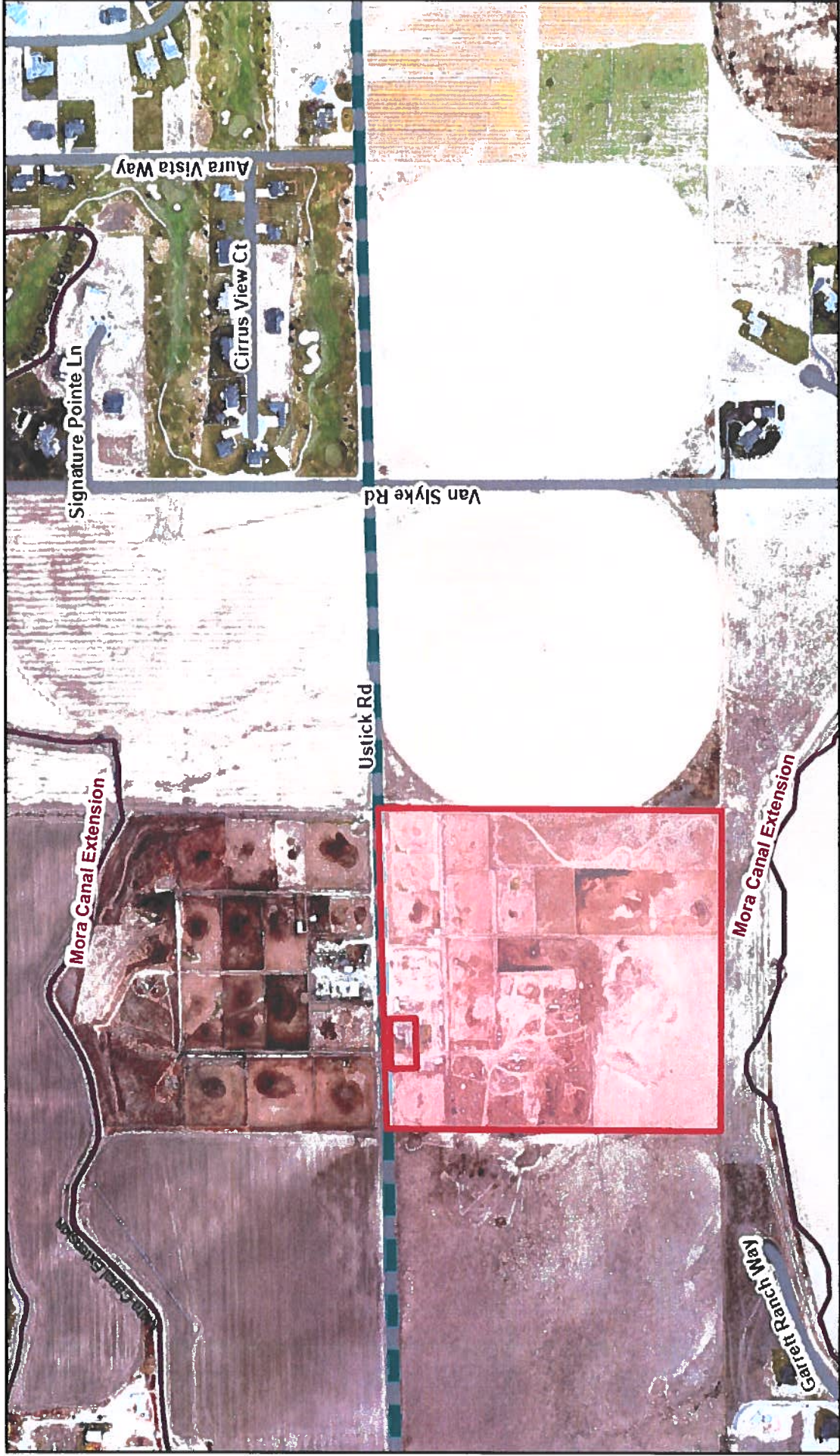
DISCLAIMER: THIS ACKNOWLEDGMENT IS ONLY VALID SIX MONTHS FROM THE DATE ISSUED

## Appendix A:

Original Application for Rezone and  
Comprehensive Plan Amendment

Christensen's Case RZ2022-0002 &  
OR 2022-0002

# Canyon County, ID Web Map



6/26/2023, 3:05:30 PM

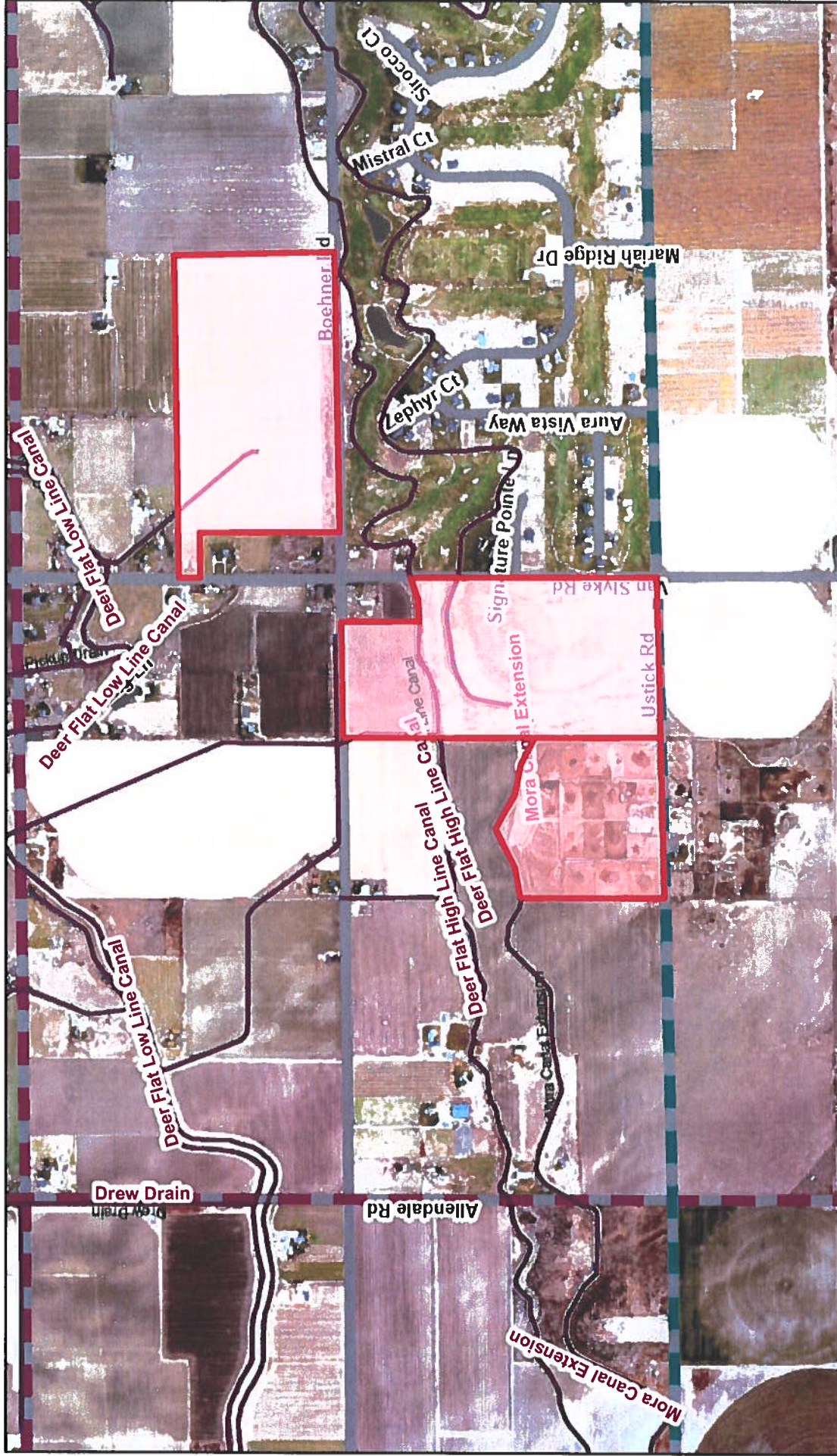
- Multiple Parcel Search\_Query result
- Hydro\_NHDFlowline
- Hydro\_NHDFlowline
- CanyonCountyRoads
- Roads
- ITDFunctionalClassification
- Minor Arterial

- Canyon County Imagery\_2019
- 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, Intermap, USGS, METINASA, EPA, USDA



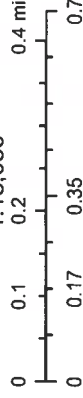
# Canyon County, ID Web Map



6/26/2023, 3:02:25 PM

- Multiple Parcel Search\_Query result
- Hydro\_NHDFlowline
- Hydro\_NHDFlowline
- CC\_PrivateRoads
- CanyonCountyRoads
  - Roads
  - ITDFunctionalClassification
    - Minor Arterial
    - Major Collector
- Canyon County Imagery\_2019
  - Red: Band\_1
  - Green: Band\_2

1:18,056



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





# Development Services Department



Canyon County, 111 North 11<sup>th</sup> Ave. Suite 310, Caldwell, ID 83605  
(208) 454 7458 ▪ [Zoninginfo@canyoncounty.id.org](mailto:Zoninginfo@canyoncounty.id.org)

July 25, 2024

Corey Blaine  
1164 E. Beacon Light Road  
Eagle, Idaho 83616

Dave Christensen  
18250 Van Slyke Road  
Wilder, Idaho 83676

Phyllis Indart  
23441 Ustick Road  
Wilder, Idaho 83676

Todd Lakey  
Borten-Laakey Law  
141 E. Carlton Ave  
Meridian, ID 83651

Alan Mills  
Mills Realty Co.  
PO Box 206  
Middleton, ID 83644

**RE: Case File Nos. OR2022-0002 & RZ2022-0002:** R36546, R36523, R36525, R33209, and R33210 Comprehensive Plan Amendment and Rezone for potential development of Timber Ridge Subdivision a 376 residential lot development.

Applicants,

As you are aware, Canyon County has been working systematically to reduce the backlog of applications received during 2020, 2021, and 2022. As part of this continued effort, Development Services Staff have been reviewing the historic files to ensure completeness, and readiness to move through the hearing process. As your team has an application that was submitted in 2022, we wanted to document the history on this case, current status as we understand it, and establish a path forward to completion. To do this, we need your help with clear communication on status and intent.

On February 1, 2022 a Comprehensive Plan Amendment and Rezone, OR2022-0002 & RZ2022-0002, was applied for by Corey Blaine on behalf of *David Christensen, Rob Nash, Todd McCauley and Phyllis Indart*. The subject properties include five (5) parcels: R36546 (70.53 ac.), R36523 (73.06 ac.), R36525 (36.79 ac.), R33209 (41.21 ac.), and R33210 (0.50 ac.) containing approximately 222 acres at and near

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23422 Ustick Road, Wilder and 18706 Van Slyke Road, Wilder. The properties lie within the Greenleaf Area of City Impact.

Each of the properties are currently zoned "A" (Agricultural). The application proposes a comprehensive plan amendment from Agriculture to Residential and a rezone from "A" (Agricultural) to "R2" (Medium Density Residential) providing for ½ acre residential lot sizes. The application proposes 376 residential lots with a community water system, community wastewater system, and public roads. Staff notes that the "R2" zoning district provides for multi-family dwellings and for the properties located within the Greenleaf area of city impact the lots could be reduced to a minimum of 12,000 square feet with community water/sewer provisions.

The current development team verbally indicated to staff differing intents on path forward over the past year, including a potential proposal for significant modifications to the original application, including a different development team, changing the requested zoning designation from R2 to RR, no provisions for community water and waste water, and removal of more than 80 acres of properties from the original plan.

The following is a timeline of discussions and reviews for the applications as submitted.

- On December 27, 2022, staff sent a letter to the Timber Ridge Development Team, Owners/Applicants identifying the status of the project and what items needed to be submitted to DSD for the project to continue to move forward to hearing. Staff strongly recommended the applicant revise the zoning application to a Conditional Rezone with a development agreement (DA).
- On December 30, 2022, staff met with Alan Mills to discuss the project and concerns with the lot sizes, R2 zoning, traffic impacts, and the ability to make affirmative findings for both the Comprehensive Plan amendment and the Rezone to medium density residential in this remote area of the county.
- On December 31, 2022, staff received from Mr. Blaine an email indicating the team was in favor of a conditional rezone and development agreement (DA), but did not submit a request to modify the application from "R-2" zoning (providing for average 0.5 acre lots) to "CR-R1" zoning with a development agreement, and DSD did not receive the required development agreement fee as discussed with the applicant.
- On June 26, 2023 staff followed-up with Mr. Blaine regarding the development agreement fees still outstanding (DSD administrative staff audit) and he indicated that he would review his records. No fees have been received to date.
- On March 24, 2023 during a review of the application, staff noted discrepancies in what was being proposed in the application letter of intent (inclusive of 376 lots) versus what the concept development plan was depicting and requested clarification from Mr. Blaine. Clarification or new concept drawings were not received at that time.

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- On April 4, 2023, staff met in person with the developers including Rob Nash, Todd McCauley and Corey Blaine to discuss the project, concerns, opportunities, what would need to happen to move the case forward with staff proposed affirmative findings for the development as proposed, or modifications that could be made to better reflect compatibility with the existing conditions of the area.
- On June 13, 2023, staff followed-up with Mr. Blaine and the entire team via email on the status of the application post discussion with the development team. Mr. Blaine responded, *"The application is being amended per your recommendations from when we met in your office Tuesday April 4th."* He indicated that Todd Lakey would be in touch shortly on the amended applications.
- On August 10, 2023, Todd Lakey reached out to schedule a meeting indicating that the investor group had restructured their business and were considering reducing the density of the project.
- On August 31, 2023, staff met with Mr. Lakey, Mr. Mills, and Mr. Christensen to discuss the path forward with the developer proposing significant modifications to the application inclusive of the reduction of properties/acreage and proposing rural residential (RR) zoning. They indicated that they would not be proposing community water or waste water systems for this revised proposal. At this meeting, staff indicated due to the magnitude of the changes, they needed to withdraw the current applications, request a refund of unused fees, and reapply for what they are proposing.
- On September 26, 2023 staff also had similar discussions with Mr. Brent Orton who was brought on as part of the applicant team working to achieve development entitlements.
- On September 6, 2023 Alan Mills submitted a parcel inquiry requesting the originality and how many building permits were available to each parcel.
- On February 5-7, 2024, Mr. Orton reached out indicating that Christensen intended to ask for a few administrative land divisions to be placed outside of the current pivot sweep. He indicated that they were not withdrawing the applications for a plan amendment and rezone. Mr. Orton also sent via email several concept development plans with potential layouts for Christensen/Indart properties.
- To date, staff has not received further updates from the applicants/developers. The applications have not been withdrawn as recommended to the current development team at the August and September meetings, nor has the team resubmitted with the new development request and concept plan inclusive of new application documents reflecting the proposed revised plans.

It is still our understanding the applicant is planning to modify the applications significantly.

By August 25, 2024, Development Services must receive, in writing, responses to prior staff requests, and a revised and accurate letter of intent for the project. The letter of intent must also include an updated list of applicant representatives moving forward, their role and communication point of contacts. If it is still the intent to make significant modifications to the application, a proposed timeline for the withdrawal of

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the current applications and re-submittal of the new concept with appropriate applications and documentation, must also be received by August 15, 2024. DSD staff will then review, and establish timelines and milestones for the case, to ensure all have the same expectations and accountabilities. If we do not receive the above required items by the due date, the case will immediately be processed as is, notifications will commence, and the project will proceed through the hearing process without affirmative findings.

Respectfully,

Deb Root, Principal Planner  
Canyon County Development Services  
208-455-6034  
[debbie.root@canyoncounty.id.gov](mailto:debbie.root@canyoncounty.id.gov)

Attachments:

December 27, 2022 Review Letter  
Master Application submitted 2-1-2022

CC: Sabrina Minshall, Director  
Canyon County Development Services

original applicants/developers:

Todd McCauley  
[tmccauley@gmail.com](mailto:tmccauley@gmail.com)  
Rob Nash  
[rob.r.nash@gmail.com](mailto:rob.r.nash@gmail.com)

Associate on Project:  
Brent Orton  
[brentorton@ortonengineers.com](mailto:brentorton@ortonengineers.com)

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Brent Orton <brentorton@ortonengineers.com>

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## Fwd: OR2022-0002 and RZ2022-0002 Status Letter 7/24/24

5 messages

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Brent Orton <brentorton@gmail.com>

Fri, Jul 26, 2024 at 8:46 PM

To: "Brent L. Orton" <brentorton@ortonengineers.com>

----- Forwarded message -----

From: **Debbie Root** <[Debbie.Root@canyoncounty.id.gov](mailto:Debbie.Root@canyoncounty.id.gov)>

Date: Fri, Jul 26, 2024, 3:18 PM

Subject: OR2022-0002 and RZ2022-0002 Status Letter 7/24/24

To: Brent Orton <[brentorton@gmail.com](mailto:brentorton@gmail.com)>, Todd McCauley <[tmccauley@gmail.com](mailto:tmccauley@gmail.com)>, Rob Nash-- Developer <[rob.r.nash@gmail.com](mailto:rob.r.nash@gmail.com)>

Gentlemen,

You are receiving this communication as party's of the application to develop the Indart and Christensen properties.

Please provide status as indicated within the attached letter.

Respectfully,

Deb Root, MBA

Canyon County Development Services

[debbie.root@canyoncounty.id.gov](mailto:debbie.root@canyoncounty.id.gov)

208-455-6034

Development Services Department (DSD)

**NEW public office hours**

**Effective Jan. 3, 2023**

**Monday, Tuesday, Thursday and Friday**

**8am - 5pm**

**Wednesday**

**1pm - 5pm**

**\*\*We will not be closed during lunch hour \*\***



**ORRZ2022-0002 072424 Status LETTER.pdf**

2838K

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brentorton@ortonengineers.com <brentorton@ortonengineers.com>

To: Debbie Root <[Debbie.Root@canyoncounty.id.gov](mailto:Debbie.Root@canyoncounty.id.gov)>

Fri, Jul 26, 2024 at 9:26 PM

Hey Deb!

I don't get to my personal email very often. Could I ask that you use my work email instead? It is [brentorton@ortonengineers.com](mailto:brentorton@ortonengineers.com).

Thanks!!

Brent

**Brent L. Orton, PE, MSCE**

Orton Engineering

Phone: (208)350-9422

Email: [brentorton@ortonengineers.com](mailto:brentorton@ortonengineers.com)

Web: [www.ortonengineers.com](http://www.ortonengineers.com)



[Quoted text hidden]



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**brentorton@ortonengineers.com** <brentorton@ortonengineers.com>  
To: Debbie Root <Debbie.Root@canyoncounty.id.gov>

Mon, Jul 29, 2024 at 6:51 PM

Good afternoon Deb:

I'm meeting with the Owner Group tomorrow (Tuesday). Did you intend for the second date to be September 15<sup>th</sup> in your letter? I'm thinking so because as written it comes before the 25<sup>th</sup> when you asked to have the development team enumerated and a new letter of intent.

**From:** Brent Orton <brentorton@gmail.com>  
**Sent:** Friday, July 26, 2024 8:47 PM  
**To:** Brent L. Orton <brentorton@ortonengineers.com>

[Quoted text hidden]

[Quoted text hidden]

 **ORRZ2022-0002 072424 Status LETTER.pdf**  
2838K

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**Debbie Root** <Debbie.Root@canyoncounty.id.gov>  
**To:** "brentorton@ortonengineers.com" <brentorton@ortonengineers.com>

Tue, Jul 30, 2024 at 7:56 AM

Brent,

I did not get the second August date updated to the 25<sup>th</sup> but the intended date is August 25, 2024.

Respectfully,

Deb Root, MBA

Canyon County Development Services

[debbie.root@canyoncounty.id.gov](mailto:debbie.root@canyoncounty.id.gov)

208-455-6034

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**1pm – 5pm**

**\*\*We will not be closed during lunch hour \*\***

[Quoted text hidden]

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**brentorton@ortonengineers.com** <brentorton@ortonengineers.com>  
**To:** Debbie Root <Debbie.Root@canyoncounty.id.gov>

Tue, Jul 30, 2024 at 10:56 AM

Thank you Deb!

We'll do our very best and will keep you posted.





# Development Services Department

Canyon County, 111 North 11<sup>th</sup> Avenue, Caldwell, ID 83605

(208) 454 7458 ▪ (208) 454 6633 Fax ▪ [Zoninginfo@canyonco.org](mailto:Zoninginfo@canyonco.org) ▪ [www.canyonco.org/dsd](http://www.canyonco.org/dsd)

December 27, 2022

Timber Ridge Development Team/Owners/Applicants,  
(David Christensen, Phyllis Indart, Ted Burke, Corey Blaine, Robert Nash, Todd McCauley)

On September 1, 2022, a letter was sent to all applicants with pending planning applications stating that the Canyon County Development Services Planning Division was experiencing processing issues due to the number of development applications and minimal staffing available to review and process them.

Thank you so much for your patience and understanding. Since the September letter was sent out, Sabrina Minshall has been hired as the DSD Director, more than 63 cases have been processed and closed, and three Planners were hired (Samantha Hammond, Deb Root and Michelle Barron).

Additionally, all existing and new applications have been assigned to a planner. Below is your case number, the assigned planner along with their contact information and an update about your case:

**Case:** OR2022-0002/RZ2022-0002 (Rezone AG to R2 of approximately 222 acres)

**Planner:** Deb Root, Planner III  
[debbie.root@canyoncounty.id.gov](mailto:debbie.root@canyoncounty.id.gov)  
208-455-6034

**Status:** Your application is currently under review. I have recently returned to the Development Services planning team and I look forward to working with you as we move this case through the hearing processes. I do not currently have this case scheduled for hearing. *I would strongly encourage you to submit for a Conditional Rezone with a Development Agreement for this proposed project before moving forward to the hearing process.*

Additional information is required from you to continue processing this application and to be able to keep it in the order of submittal, we will need this information provided to the assigned planner no later than **January 31, 2023**. If you would like to keep moving forward with your application and the required information isn't received by the deadline, you will be moved to a later date for a public hearing and/or completion of the project.

Please submit:

1. A revised letter of Intent reflecting the desire for a conditional rezone subject to a development agreement;
2. Remit to the DSD an additional fee of \$385 for the Development Agreement;
3. The revised letter of intent should provide the applicant's analysis and answers to the "Criteria" for the Comprehensive Plan Amendment and the Ordinance Amendment for the properties subject to the application. (attached hereto)

Please contact the assigned planner, Deb Root, if you have any questions. If you are no longer interested and want to withdraw your application, please e-mail the assigned planner.

Sincerely,

Dan Lister  
Planning Official - Development Services Department

#### **07-06-03: COMPREHENSIVE PLAN AMENDMENT CRITERIA:**

(1) The commission shall review the particular facts and circumstances of each proposed comprehensive plan amendment and make a recommendation regarding the same to the board. The commission and the board shall determine whether the proposed amendment meets the requirements of the local land use planning act, Idaho Code title 67, chapter 65, and is consistent with the comprehensive plan's purposes, goals and policies:

- A. Is the requested type of growth generally in conformance with the comprehensive plan;
- B. When considering the surrounding land uses, is the proposed land use more appropriate than the current comprehensive plan designation;
- C. Is the proposed comprehensive plan amendment compatible with surrounding land uses;
- D. Do development trends in the general area indicate that the current designation and circumstances have changed since the comprehensive plan was adopted; and
- E. Will the proposed comprehensive plan amendment impact public services and facilities. What measures will be implemented to mitigate impacts? (Ord. 11-003, 3-16-2011)

#### **07-06-05: ZONING AMENDMENT CRITERIA:**

(1) The commission shall review the particular facts and circumstances of each proposed zoning amendment and make a recommendation regarding the same to the board. The presiding party shall make its review in terms of the following standards and shall find adequate evidence regarding the following criteria when evaluating the proposed zoning district boundary amendment:

- A. Is the proposed zone change generally consistent with the comprehensive plan;
- B. When considering the surrounding land uses, is the proposed zone change more appropriate than the current zoning designation;
- C. Is the proposed zoning map amendment compatible with surrounding land uses;
- D. Will the proposed zoning map amendment negatively affect the character of the area? What measures will be implemented to mitigate impacts?
- E. Will adequate facilities and services including sewer, water, drainage, irrigation and utilities be provided to accommodate the proposed zoning map amendment;
- F. Does legal access to the subject property for the zoning map amendment exist or will it exist at the time of development;
- G. Does the proposed zoning map amendment require public street improvements in order to provide adequate access to and from the subject property to minimize undue interference with existing or future traffic patterns created by the proposed development? What measures have been taken to mitigate road improvements or traffic impacts; and
- H. Will the proposed zoning map amendment impact essential public services and facilities, such as schools, police, fire and emergency medical services? What measures will be implemented to mitigate impacts? (Ord. 16-007, 6-20-2016)

#### **07-06-07: CONDITIONAL REZONE:**

(1) Restrictions: In approving a conditional rezone application, the presiding party may establish conditions, stipulations, restrictions, or limitations which restrict and limit the use of the rezoned property to less than the full use allowed under the requested zone, and which impose specific property improvement and maintenance requirements upon the requested land use. Such conditions, stipulations, restrictions or limitations may be imposed to promote the public health, safety and welfare, or to reduce any potential damage, hazard, nuisance or other detriment to persons or property in the vicinity to make the land use more compatible with neighboring land uses. When the presiding party finds that such conditions, stipulations, restrictions or limitations are necessary, land may be rezoned upon condition that if the land is not used as approved, or if an approved use ends, the land use will revert back to the zone applicable to the land immediately prior to the conditional rezone action.

(2) Development Agreement: Any condition, stipulation, restriction or limitation imposed pursuant to this article shall be incorporated as part of any site plan, plat, document of title of conveyance and building permit relating to the restricted land. Any predevelopment condition, stipulation, restriction or limitation imposed pursuant to this subsection shall be verified as being met prior to the issuance of any building permit. The applicant must execute a written development agreement to implement and be bound by any such condition, stipulation, restriction, or limitation. No final conditional rezone action shall be taken until such development agreement is recorded in the office of the county recorder. The development agreement shall have the effect and impact provided by Idaho Code section 67-6511A. (Ord. 10-006, 8-16-2010)

(3) Conditional Rezoning Designation: Such restricted land shall be designated by a CR (conditional rezoning) on the official zoning map upon approval of a resolution by the board for an "order of intent to rezone". An "order of intent to rezone" shall be submitted to the board for approval once the specific use has commenced on the property and all required conditions of approval have been met and any required improvements are in place. Land uses that require approval of a subdivision shall have an approved final plat in accordance with this chapter before the "order of intent to rezone" is submitted for approval by the board. Designation of a parcel as CR shall not constitute "spot" zoning and shall not be presumptive proof that the zoning of other property adjacent to or in the vicinity of the conditionally rezoned property should be rezoned the same.

(4) Time Requirements: All conditional rezones for a land use shall commence (see definition of "commence", section 07-02.03: of this chapter) within two (2) years of the approval of the board. If the conditional rezone has not commenced within the stated time requirement, the application for a conditional rezone shall lapse and become void. All subsequent developments on the property shall reapply for land use approval.

(5) Notice That Conditional Rezone Conditions Not Being Met: If any person, including staff or member of the commission, files a written notice presenting sufficient evidence, as determined by the director, to establish that the rezone conditions have not been met, or that a use approved by conditional rezoning has been abandoned or has ended, the commission shall notice a public hearing pursuant to article 5 of this chapter, said hearing to be conducted pursuant to article 5 of this chapter. The burden of proof at such hearing shall be on the person who filed the notice. If the commission finds that the rezone conditions are not being followed or that the use approved by conditional rezoning has ended, it may recommend to the board a time schedule for compliance or may recommend that the board order the zone to revert back to the zone from which the property was conditionally rezoned, as provided by subsection (7)l of this section. (Ord. 11-003, 3-16-2011)

(6) Conditional Rezone Approval:

A. Standards Of Evaluation: The presiding party shall review the particular facts and circumstances of the proposed conditional rezone. The presiding party shall apply the following standards when evaluating the proposed conditional rezone:

1. Is the proposed conditional rezone generally consistent with the comprehensive plan;
2. When considering the surrounding land uses, is the proposed conditional rezone more appropriate than the current zoning designation;
3. Is the proposed conditional rezone compatible with surrounding land uses;
4. Will the proposed conditional rezone negatively affect the character of the area? What measures will be implemented to mitigate impacts?
5. Will adequate facilities and services including sewer, water, drainage, irrigation and utilities be provided to accommodate proposed conditional rezone;
6. Does the proposed conditional rezone require public street improvements in order to provide adequate access to and from the subject property to minimize undue interference with existing or future traffic patterns? What measures have been taken to mitigate traffic impacts?
7. Does legal access to the subject property for the conditional rezone exist or will it exist at time of development; and
8. Will the proposed conditional rezone amendment impact essential public services and facilities, such as schools, police, fire and emergency medical services? What measures will be implemented to mitigate impacts? (Ord. 16-007, 6-20-2016)

B. Conditions Must Be Met: If the commission recommends and the board approves such order of preliminary rezoning, the order shall include any conditions, stipulations, restrictions or limitations which the commission recommends and the board finds are necessary to the public health, safety and welfare. Such conditions, stipulations, restrictions or limitations must be met before the "order of intent to rezone" is issued. The development agreement must be signed and recorded before final approval is given.

C. Conditions Incorporated Into Document: Any conditions, stipulations, restrictions or limitations imposed pursuant to this section shall be incorporated as part of any site plan, plat, document of title of conveyance, and building permit relating to the restricted land.

(7) Provisions Governing The Creation, Form, Recording, Modification, Enforcement And Termination Of A Development Agreement:

A. Creation Of Development Agreement: The county may enter into a development agreement with a developer for the development of real property in accordance with these rules and the board's FCOs following a public land use hearing; provided that the development agreement shall:

1. Describe the land subject to the development agreement;

2. Specify the permitted uses of the property, the density or intensity of use, and the maximum height and size of proposed buildings;

3. Specify any ongoing performance of owner or developer and the consequence for any owner's or developer's noncompliance therewith;

4. Provide, where appropriate, for reservation or dedication of land for public purposes;

5. State that the development agreement shall not prevent the county, in subsequent actions applicable to the property, from applying new rules, regulations or policies that do not conflict with development agreements applicable to the property as set forth in the agreement;

6. Provide that the director shall administer the development agreements after such agreements become effective;

7. Provide that the director shall conduct a review of compliance with the terms and conditions of the development agreement on a periodic basis as established by the development agreement; and

8. Provide that a development agreement must be approved by the board, upon recommendation of the commission, which recommendation may be accepted, modified or rejected. A preliminary conditional rezoning approval becomes final when the conditions set forth in the recorded development agreement have been fully met by the developer as determined by the director, in the exercise of the director's discretion including, but not limited to, unforeseen circumstances.

B. Development Agreement Duration: The development agreement shall run with the land and bind the property, only as in accordance with law, and shall inure to the benefit of and be enforceable by the parties, and any of their respective legal representatives, heirs, successors and assignees.

C. Subject Matter: The development agreement may also cover any other matter not inconsistent with this chapter, which is reasonably related to the project, and not prohibited by law.

D. Parties: In addition to the county and developer, any federal, state or local government agency or body may be included as a party to the development agreement. If more than one government body is made party to a development agreement, the development agreement shall specify which agency shall be responsible for the overall administration of the development agreement.

E. Form Of Development Agreements: Development agreements shall include, in the board's discretion, but not be limited to, a clear statement of the intent of the parties in regard to entering the agreement, necessary real property descriptions, schedules and exhibits, a detailed statement regarding the development of the property, and periodic review, as established by the development agreement. The development agreement shall address the requirements and conditions for conditional rezoning approval and shall be accompanied by, or include, a statement necessitating the need for a development agreement.

F. Modification Of Development Agreements: A development agreement by a developer concerning the use or development of the subject parcel may be modified only by permission of the board after complying with the notice and hearing provisions of Idaho Code section 67-6509. The modification proposal must be in the form of a revised development agreement and must be accompanied by a statement demonstrating the necessity for the requested modification.

G. Recording Of Development Agreements: Development agreements or amended development agreements shall be recorded by the director in the office of the county recorder and shall take effect upon the adoption by the board. The director shall provide a copy of the recorded development agreement or amended development agreement to the prosecuting attorney and to the developer. Should a development agreement be terminated by the county, and the zoning designation upon which the use is based is reversed, a document authorizing such termination and zoning reversal shall be recorded by the director in the office of the county recorder and supplied to the same parties noted above.

H. Enforcement Of Development Agreements:

1. Unless terminated pursuant to subsection (7) of this section, a development agreement, amended development agreement, or modified development agreement, shall be enforceable by any party thereto, or their successors in interest, notwithstanding any subsequent change in any applicable law adopted by the county which alters or amends the laws, ordinances, resolutions, rules, or policies (hereafter referred to as "laws") specified in this section.

2. All laws governing permitted uses of the land that is the subject of the development agreement, including, but not limited to, uses, density, design, height, size, and building specifications of proposed buildings, construction standards and specifications, and water utilization requirements applicable to the development of the property subject to a development agreement, shall be those laws made applicable and in force at the time of execution of the development agreement, notwithstanding any subsequent change in any applicable laws adopted by the county, which alter or amend the laws specified in this section. Such subsequent change shall be void as applied to the property subject to such development agreement to the extent that it changes any laws which any party to the development agreement

has agreed to maintain in force as written at the time of execution; provided that a development agreement shall not prevent the board from requiring the developer to comply with laws of general applicability enacted subsequent to the date of the development agreement, if they could have been lawfully applied to the property which is the subject of the development agreement at the time of execution of the development agreement, provided the board finds it necessary to impose the requirements because a failure to do so would place the residents of a subdivision or of the immediate community, or both, in a condition perilous to the residents' health or safety, or both.

I. Termination Of Development Agreements:

1. A development agreement may be terminated and the zoning designation upon which the use is based reversed, upon the failure of the developer to comply with the provisions in the development agreement. The developer shall comply with the requirements set forth in the development agreement. A development agreement may be terminated only after complying with the notice and hearing provisions of Idaho Code section 67-6509.

2. If, as a result of a periodic review, the director finds and determines that the developer has committed a breach of the terms or conditions of the development agreement, the director shall serve notice in writing, within a reasonable time period after the periodic review, upon the developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and provide a reasonable time period in which to cure such material breach. If the developer fails to cure the breach within the time period given, the county may terminate or modify the development agreement only after complying with the notice and hearing provisions of Idaho Code section 67-6509 and subsection (5) of this section.

(8) Final Rezoning Approval ("Order Of Intent To Rezone"): A conditional rezoning approval becomes final when the conditions set forth in the development agreement have been fully met by the developer. Such approval shall be in the form of a board action known as an "order of intent to rezone", and the property shall be designated by a CR mark on the official zoning map so that persons using the map will be put on notice. Building permits may not be issued until the "order of intent to rezone" is approved by the board and recorded in the county recorder's office by the developer. (Ord. 10-006, 8-16-2010; amd. Ord. 11-003, 3-16-2011)

Appendix A: Original Application  
Christensen's Case RZ2022-0002 & OR 2022-0002

**Debbie Root**

---

**From:** Corey Blaine <coreyblaine@gmail.com>  
**Sent:** Tuesday, January 31, 2023 1:52 PM  
**To:** Debbie Root  
**Cc:** Alan Mills; Clay Christensen; Dave Christensen; pindart33@gmail.com; Todd McCauley; Rob Nash-- Developer  
**Subject:** [External] Conditional Rezone Letter of Intent

Case: OR2022-0002/RZ2022-0002 (Rezone AG to R2 of approximately 222 acres)

Planner: Deb Root, Planner III

[debbie.root@canyoncounty.id.gov](mailto:debbie.root@canyoncounty.id.gov)

208-455-6034

Dear Deb Root,

Thank you for taking time to chat with Alan Mills yesterday. He and Todd Lakey are both working to help us through the development process.

In response to Dan Lister's (which you and I spoke about today and was from you) letter we received on December 27, 2022 and per your conversation today we are sending this letter as an updated letter of intent.

We are willing to accept a conditional rezone and be subject to a development agreement per your request in the letter dated December 27, 2022.

Per our phone conversation today I have sent the \$450 to DSD for the Development Agreement.

Thank you for your time today and chatting over the phone, please reach out to me if you need anything else.

Corey Blaine

[coreyblaine@gmail.com](mailto:coreyblaine@gmail.com)

208-841-8127



**MASTER APPLICATION**

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11<sup>th</sup> Avenue, #140, Caldwell, ID 83605[www.canyonco.org/dsd.aspx](http://www.canyonco.org/dsd.aspx)

Phone: 208-454-7458

Fax: 208-454-6633



<b>PROPERTY OWNER</b>	OWNER NAME: Dave Christensen & Phyllis Indart
	MAILING ADDRESS: 18250 Van Slyke Rd. & 23441 USTICK RD Wilder 83676
	PHONE: [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>1 February 2022</u>	

<b>(AGENT)</b> <b>ARCHITECT</b> <b>ENGINEER</b> <b>BUILDER</b>	CONTACT NAME: TED BURKE, PE Civil Engineer
	COMPANY NAME: EDM Partners
	MAILING ADDRESS: 2815 East 3300 South, Salt Lake City, UT 84109
	PHONE: 208-891-9968 EMAIL: ted@edmpartners.com

<b>SITE INFO</b>	STREET ADDRESS: See attached letter for site parcel numbers and lots
	PARCEL #: LOT SIZE/AREA: 222 +/- acres
	LOT: BLOCK: SUBDIVISION:
	QUARTER: SECTION: TOWNSHIP: RANGE:
	ZONING DISTRICT: FLOODZONE (YES/NO):

<b>HEARING LEVEL APPS</b>	<input type="checkbox"/> CONDITIONAL USE <input checked="" type="checkbox"/> COMP PLAN AMENDMENT <input type="checkbox"/> CONDITIONAL REZONE
	<input checked="" 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

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

CASE NUMBER: <u>OR2022-0002/RZ2022-0002</u>	DATE RECEIVED: <u>2/1/22</u>
RECEIVED BY: <u>KP:CL</u>	APPLICATION FEE: <u>\$3350</u> CK MO CC CASH

Owner/Purchaser agreement:

## **COMPREHENSIVE PLAN AMENDMENT CHECKLIST**

### **CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT**

111 North 11<sup>th</sup> Avenue, #140, Caldwell, ID 83605

[www.canyonco.org/dsd.aspx](http://www.canyonco.org/dsd.aspx) Phone: 208-454-7458 Fax: 208-454-6633



#### **CHECK APPLICATION TYPE:**

- ☒ Comprehensive Plan **Map** Amendment (change the future land use designation)
- ☒ Comprehensive Plan **Text** Amendment (propose a new Comp Plan policy or amendment)

#### **THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS CHECKLIST:**

- |  |
|--|
| <input checked="" type="checkbox"/> Master Application completed and signed  |
| <input checked="" type="checkbox"/> Detailed letter fully describing the request and reasoning including compatibility with neighboring uses and density, address any applicable Comprehensive Plan Policies that support the change or support the vision of the County |
| <input checked="" type="checkbox"/> Neighborhood meeting sign-up sheet and copy of neighborhood notification letter  |
| <input checked="" type="checkbox"/> Land Use Worksheet   |
| <input checked="" type="checkbox"/> Site or Concept Plan showing proposed development  |
| <input type="checkbox"/> Draft of proposed policy change for text amendment (if applicable)  |
| <input checked="" type="checkbox"/> Deed or evidence of property interest to all subject properties.   |
| <input checked="" type="checkbox"/> \$2500 non-refundable fee  |

#### **NOTE:**

Additional studies and information may be required to understand the impact to traffic, the environment, economics and/or surrounding properties.

#### **PROCESS: PUBLIC HEARING**

**CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT**111 North 11<sup>th</sup> Avenue, #140, Caldwell, ID 83605[www.canyonco.org/dsd.aspx](http://www.canyonco.org/dsd.aspx) Phone: 208-454-7458 Fax: 208-454-6633

**Required for Conditional Use Permit, Comprehensive Plan and Zoning Ordinance Amendment Applications**

**PLEASE CHECK ALL THAT APPLY TO YOUR REQUEST:**

**GENERAL INFORMATION**

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

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

**3. IRRIGATION WATER PROVIDED VIA:**

- ☒ Surface    ☒ Irrigation Well    ☐ None

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

- ☒ Pressurized    ☐ Gravity

**5. ACCESS:**

- ☒ Frontage    ☐ Easement    Easement width \_\_\_\_\_ Inst. # \_\_\_\_\_

**6. INTERNAL ROADS:**

- ☒ Public    ☐ Private    Road User's Maintenance Agreement Inst # \_\_\_\_\_

**7. FENCING**

- ☐ Fencing will be provided (Please show location on site plan)

Type: \_\_\_\_\_ Height: \_\_\_\_\_

**8. STORMWATER:**

- ☒ Retained on site    ☐ Swales    ☐ Ponds    ☐ Borrow Ditches

☐ Other: \_\_\_\_\_

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

Well and Surface \_\_\_\_\_

## RESIDENTIAL USES

**1. NUMBER OF LOTS REQUESTED:**

☒ Residential 376      ☐ Commercial \_\_\_\_\_      ☐ Industrial \_\_\_\_\_  
☒ Common 6      ☒ Non-Buildable 2

## 2. FIRE SUPPRESSION:

☐ Water supply source: \_\_\_\_\_

### 3. INCLUDED IN YOUR PROPOSED PLAN?

☐ Sidewalks    ☐ Curbs    ☐ Gutters    ☐ Street Lights    ☐ None

## NON-RESIDENTIAL USES

**1. SPECIFIC USE:** \_\_\_\_\_

**2. DAYS AND HOURS OF OPERATION:**

☐ Monday \_\_\_\_\_ to \_\_\_\_\_

☐ Tuesday \_\_\_\_\_ to \_\_\_\_\_

☐ Wednesday \_\_\_\_\_ to \_\_\_\_\_

☐ Thursday \_\_\_\_\_ to \_\_\_\_\_

☐ Friday \_\_\_\_\_ to \_\_\_\_\_

☐ Saturday \_\_\_\_\_ to \_\_\_\_\_

☐ Sunday \_\_\_\_\_ to \_\_\_\_\_

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

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

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

What type of sign: Wall Freestanding Other

## 5. PARKING AND LOADING:

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

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

This is a detailed aerial map of a land survey, likely in the 19th century, showing a grid of numbered lots. The map is oriented with North at the top. A prominent horizontal line across the middle is labeled "RAILROAD / BOUNDARY ROAD". The lots are numbered in a grid pattern, with some numbers appearing in multiple locations. Each lot is labeled with its number, area in acres, and sometimes a date. The map shows a mix of developed and undeveloped land, with some areas appearing more densely wooded or less developed than others. The overall layout suggests a systematic land survey or subdivision.

[illegible]



\*8/23/24  
Site plan  
Updated in  
Revised  
Application



**EDM Partners**

2815 South 10th Street, Suite 1000, Ft. Lauderdale, FL 33309  
 Phone: 305.264.1100  
 Email: info@edmpartners.com

**Legend**

- Proposed Development
- Existing Structures
- Highway 1
- Highway 2
- Highway 3
- Highway 4
- Highway 5
- Highway 6
- Highway 7
- Highway 8
- Highway 9
- Highway 10
- Highway 11
- Highway 12
- Highway 13
- Highway 14
- Highway 15
- Highway 16
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- Highway 98
- Highway 99
- Highway 100

**Scale**

0 50 100 200 Feet

**North Arrow**

**Timberbridge Parcel**

**Legend**

- Proposed Development
- Existing Structures
- Highway 1
- Highway 2
- Highway 3
- Highway 4
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**Scale**

0 50 100 200 Feet

**North Arrow**

**Timberbridge Parcel**

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- Highway 100

**Scale**

0 50 100 200 Feet

**North Arrow**

**Timberbridge Parcel**

**Legend**

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- Highway 28</





*\*8/23/24  
Site plan  
Updated in  
Revised  
Application*

[illegible]

**NEIGHBORHOOD MEETING SIGN-UP****CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT**111 North 11<sup>th</sup> Avenue, #140, Caldwell, ID 83605[www.canyonco.org/dsd.aspx](http://www.canyonco.org/dsd.aspx)

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: **see attached letter and parcels**

Parcel Number: 265400007053 acres, 265200007056 acres, 265200003679 acres, 332090004121 acres, and 3321000051 acres.

City: **Caldwell**State: **Idaho**ZIP Code: **83607**Notices Mailed Date: **12/10/2021**Number of Acres: **222 +/-** Current Zoning: **Ag**

Description of the Request:

**Comprehensive plan amendment to accomodate Timber Ridge Subdivisions.****APPLICANT / REPRESENTATIVE INFORMATION**Contact Name: **Corey Blaine**

Company Name:

Current address: **1164 E. Beacon Light Rd.**City: **Eagle**State: **Idaho**ZIP Code: **83616**

Phone: [REDACTED]

Cell: [REDACTED]

Fax:

Email: [REDACTED]

**MEETING INFORMATION**DATE OF MEETING: **12/29/2021**MEETING LOCATION: **22500 Aura Vista Way, Caldwell, ID 83607**MEETING START TIME: **6:00 pm**

MEETING END TIME:

**ATTENDEES:**

NAME (PLEASE PRINT)

SIGNATURE:

ADDRESS:

- |                           |             |                            |
|---------------------------|-------------|----------------------------|
| 1. Elizabeth Rosencrantz  | [Signature] | 2823 Colorado Caldwell     |
| 2. Michael Torres         | [Signature] | 1023 Windson g ct Caldwell |
| 3. Michael Turner         | [Signature] | 23057 Boehner Rd Wilder    |
| 4. Malorie Turner         | [Signature] | 23057 Boehner Rd Wilder    |
| 5. Joseph Rubens          | [Signature] | 18533 Van Slyke Rd Wilder  |
| 6. Cheryl Rubens          | [Signature] | "                          |
| 7. Roger White            | [Signature] | 22922 Boehner Rd. Wilder   |
| 8. Arisa + Dennis Patrick |             | 20561 Tucker Rd, Greenleaf |
| 9. Rosetta White          | [Signature] | 22922 Boehner Rd Wilder    |

rmountainreality@gmail.com

10. Leslie Wright 18693 Van Slyke Rd
11. Heather Benedict 18693 Van Slyke Rd
12. MARKUS DUNCAN 18911 Van Slyke Rd
13. Deb + Forest Kline 21474 Ustick Rd
14. Miguel Villafana 26268 Ustick Rd
15. Mayda Howing 17977 Friends Rd
16. James & Sonya Hite 18771 Van Slyke Rd.
17. DuWayne Skaar 22958 Signature Point Ln Wilder ID 83676
18. Susan Garza 2202 Cherry St. Caldwell, ID 83105
19. TRISTAN VANSLYKE@GMAIL.COM 22775 HUNTERS RD. WILDER ID, 83676
20. Brandon Patrick 20501 Tucker Rd, Greenleaf  
Tyler Clagg 27852 Puckham Rd Wilder ID 83676  
Twila Clagg 28061 Middle Rd, Wilder ID 83676

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):

Corey Blaine

APPLICANT/REPRESENTATIVE (Signature):

Cym. R

DATE: 12/29/2021



## NEIGHBORHOOD MEETING INFORMATION

### When

Wednesday, December 29, 2021  
At 6:00 pm

### Where (please see map attached below)

Timberstone Golf Course  
22500 Aura Vista Way, Caldwell, ID 83607  
Canyon County, ID

### Purpose

To review the subdivision project and comprehensive plan amendment for Timber Ridge subdivisions surrounding the Timberstone Golf course development, Canyon County, ID.

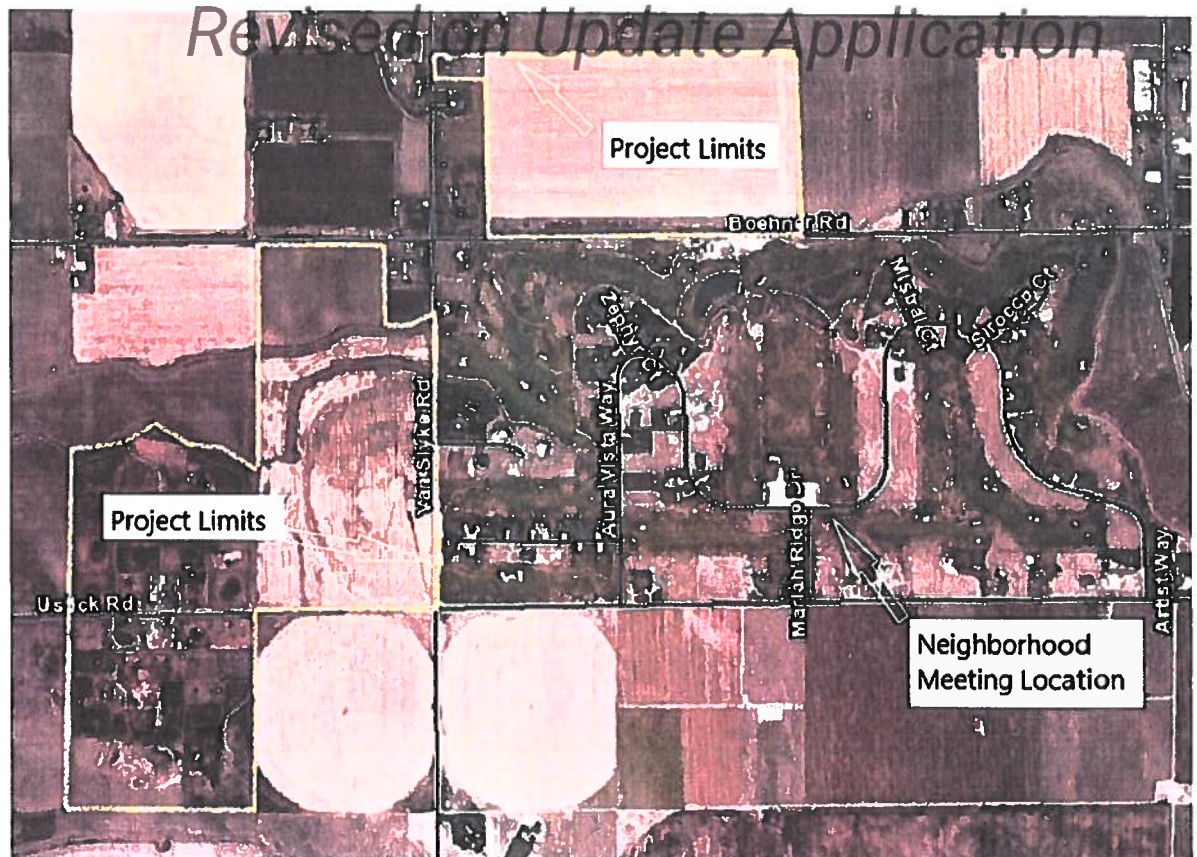
### Project Description

Timber subdivisions, the proposed project involves a comprehensive plan amendment and a rezone of the parcels to R-2 with an average minimum lot size of 0.60 acre, and the subdivision of the properties into residential lots to facilitate the construction of single-family residential homes.

### Meeting Location

**\*\*8/23/24**

The proposed meeting location will be at the Timberstone Golf Course 22500 Aura Vista Way, Caldwell, ID 83607 at 6:00 pm. There is parking located in front.



# Appendix A: Original Application

Christensen's Case RZ2022-0002 & OR 2022-0002

Page 13

Development Group: David Christensen Rob Nash Todd McCauley Corey Blaine

1164 E. Beacon Light Rd. Eagle Idaho 83616 P: 208-841-8127

12/9/2021

Dear Resident,

Prior to the submittal of certain development applications, Canyon County Zoning Ordinance requires a neighborhood meeting between the applicant and neighbors. This is your notice to attend and discuss Timber Ridge subdivisions proposed surrounding the Timberstone Golf Course, in Canyon County Idaho.

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

The "Timber Ridge" subdivisions are intended to compliment the country estate lots at Timberstone Golf Course and will consist of the 222 +/- acres of following five parcels (outlined in yellow on the next page) 36546000 70.53 acres, 36523000 73.06 acres, 36525000 36.79 acres, 33209000 41.21 acres, and 33210000 .5 acres.

The development will request comprehensive plan amendment and re-zone to residential R-2 with large estate lots average over .60+ of an acre overlooking the golf course and beautiful views of the Snake River.

The development team will take this opportunity to discuss the Timber Ridge plans and process and receive feedback from the neighbors.

We look forward to the neighborhood meeting and encourage you to attend. At that time we will answer any questions you may have.

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

If you have any questions prior to the meeting, please contact me at (phone, email, written correspondence).

Sincerely,

Corey Blaine

208-841-8127

coreyblaine@gmail.com





Corey Blaine <coreyblaine@gmail.com>

## RE: [External] Neighborhood meeting request

1 message

**Tony Almeida** <tony.almeida@canyoncounty.id.gov>  
To: Corey Blaine <coreyblaine@gmail.com>  
Cc: Cassie Lamb <Cassie.Lamb@canyoncounty.id.gov>

Mon, Nov 29, 2021 at 12:03 PM

The listing and maps are attached.

R33210, R36525 & R33209 together and separate ones for R36546 & R36523.

Tony

**From:** Corey Blaine <coreyblaine@gmail.com>  
**Sent:** Monday, November 29, 2021 9:52 AM  
**To:** Tony Almeida <tony.almeida@canyoncounty.id.gov>  
**Subject:** Re: [External] Neighborhood meeting request

Tony, im not sure I understand. can you send it combined?

Thanks,

Corey

Sent from my iPhone

On Nov 29, 2021, at 9:42 AM, Tony Almeida <tony.almeida@canyoncounty.id.gov> wrote:

I just need to know if this a combined listing or separate listings for each parcel.

Tony

**From:** Corey Blaine <coreyblaine@gmail.com>  
**Sent:** Monday, November 29, 2021 8:47 AM  
**To:** Tony Almeida <tony.almeida@canyoncounty.id.gov>  
**Subject:** Re: [External] Neighborhood meeting request

208-841-8127

Sent from my iPhone

On Nov 29, 2021, at 8:43 AM, Tony Almeida  
<tony.almeida@canyoncounty.id.gov> wrote:

For this listing , is this for one listing that includes all three parcels or separate ones?

Tony

**From:** Corey Blaine <coreyblaine@gmail.com>  
**Sent:** Wednesday, November 24, 2021 11:56 AM  
**To:** Tony Almeida <tony.almeida@canyoncounty.id.gov>  
**Cc:** Cassie Lamb <Cassie.Lamb@canyoncounty.id.gov>; Jenna Petroll <Jenna.Petroll@canyoncounty.id.gov>  
**Subject:** [External] Neighborhood meeting request

Hello Antonio,

I need the list of names within 600' of the following parcels to send out a neighborhood meeting request.

I'm hoping you might be able to do that before the holiday weekend, I was going to work on stuffing envelopes during the holiday.

Wishing all of you a happy thanksgiving too!

Thank you!

Corey Blaine

208-841-8127

<image001.png>

<image002.png>

<image003.png>

 image.png

<image004.png>

**Corey Blaine**

**6 attachments**



**R33210;R36525;R33209 Neighborhood Notificaton Map.pdf**

845K



**R36523\_600 Feet\_Listing.xls**

10K



**R36523 Neighborhood Notificaton Map.pdf**

Appendix A: Original Application

Gmail - RE: [External] Neighborhood meeting request

Christensen Case RZ2022-0002 & OR 2022-0002

Page 17



**R36546\_600 Feet\_Listing.xls**

10K



**R36546 Neighborhood Notificaton Map.pdf**

901K



**R33210;R36525;R33209\_600 Feet\_Listing.xls**

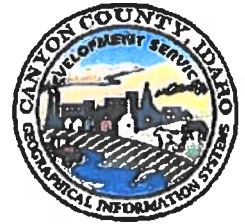
10K



# Neighborhood Notification Map

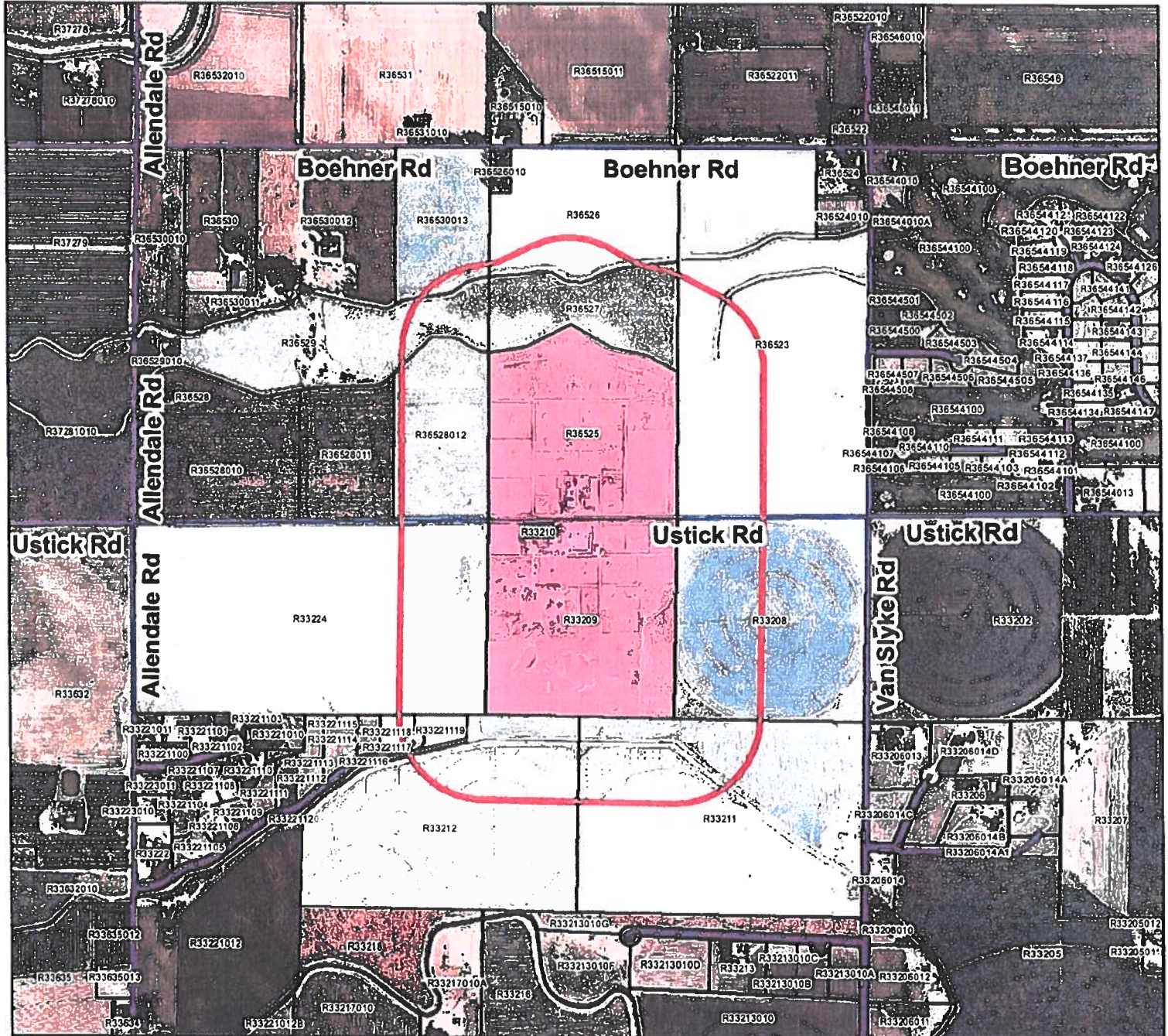
Parcel No. R33210;R36525;R33209  
Buffer Distance 600 Feet

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



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

Date: 11/29/2021  
By: TAlmeida



**SCALE**  
1 in = 1,000 feet  
1:12,000



## Legend

- |   |            |
|---|------------|
| <span style="border: 2px solid red; padding: 2px;"> </span> NOTIFICATION BUFFER                             | Highway    |
| <span style="background-color: pink; border: 1px solid black; padding: 2px;"> </span> SUBJECT_PROPERTY      | Interstate |
| <span style="background-color: lightblue; border: 1px solid black; padding: 2px;"> </span> NOTIFIED PARCELS | Local Road |
| <span style="border: 1px solid black; padding: 2px;"> </span> TAX PARCELS                                   |            |

The maps are provided 'as-is' without warranty or any representation of accuracy, timeliness, completeness, or fitness for use. The user acknowledges and accepts all inherent limitations of the maps, including the fact that the maps are dynamic and in a constant state of maintenance, correction, and revision. The maps do not represent a survey. Neither Canyon County, ID nor its officers and employees assume any liability for the accuracy of the data contained on any map. In no event shall the Canyon County ID or its officers or employees be liable for any damages arising in any way out of the use of this information.



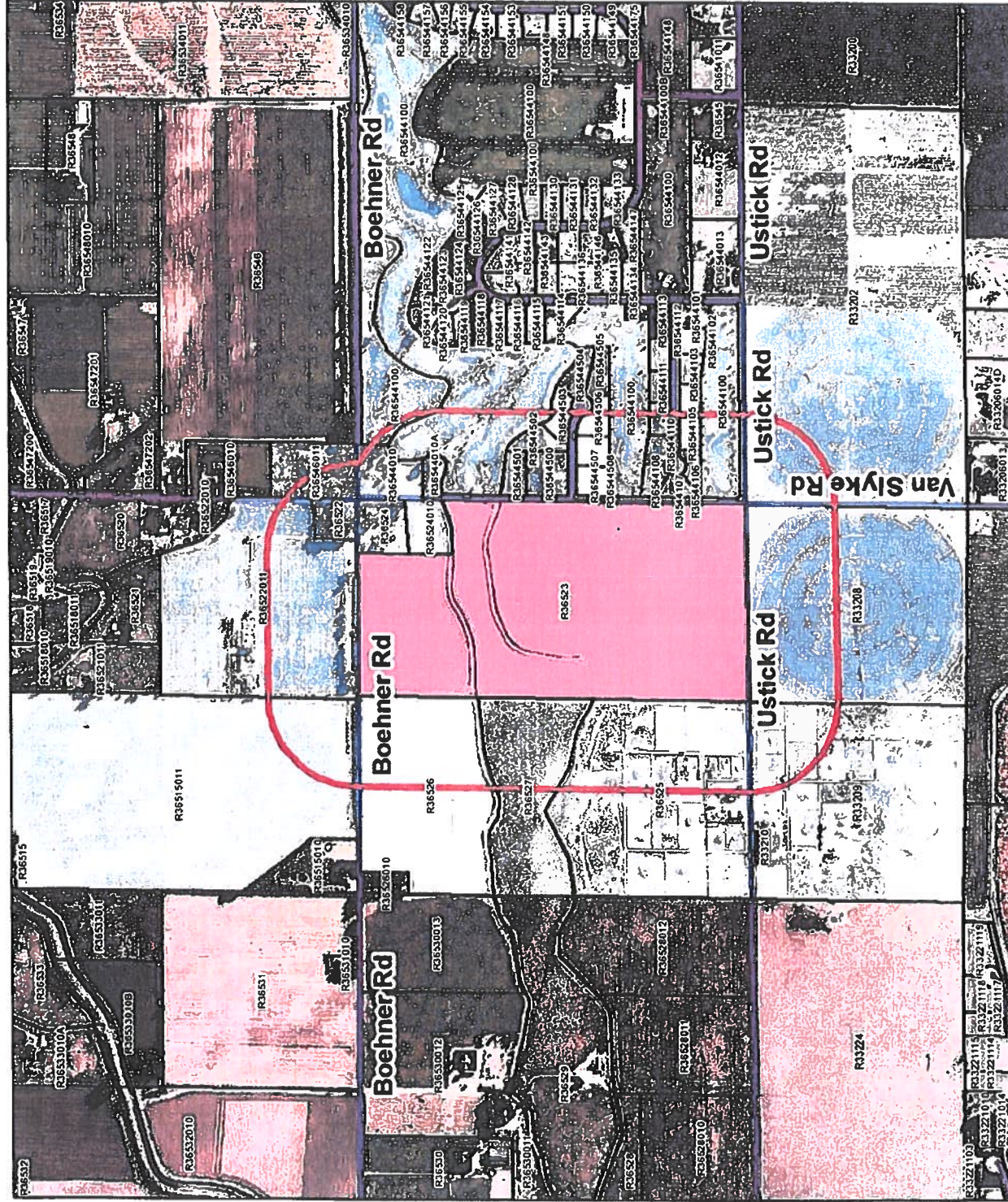
PARCEL_NO	OwnerName	Address	City	State	ZipCode
R33202	WILLIAMSON PROPERTIES LLC	21986 HOSKINS RD	CALDWELL	ID	83607
R33208	WILLIAMSON PROPERTIES LLC	21986 HOSKINS RD	CALDWELL	ID	83607
R33209	INDART PHYLLIS A TRUST	23441 USTICK RD	WILDER	ID	83676
R36544507	CAROTHERS CHARLES SCOTT	22953 SIGNATURE POINTE LN	WILDER	ID	83676
R36515011	VILLAFANA MIGUEL ANJEL	26288 USTICK RD	WILDER	ID	83676
R36525	INDART PHYLLIS A TRUST	23441 USTICK RD	WILDER	ID	83676
R36526	ROSENCRANTZ ELIZABETH M	2823 COLORADO AVE	CALDWELL	ID	83605
R36523	CHRISTENSEN H DAVID	18250 VAN SLYKE RD	WILDER	ID	83676
R36524010	CHRISTENSEN H DAVID	18250 VAN SLYKE RD	WILDER	ID	83676
R36544106	CREWS TERRA M	18250 VAN SLYKE RD	WILDER	ID	83676
R36544500	CHRISTENSEN HYRUM DAVID	3130 CAPISTRANO WAY	ROCKLIN	CA	95677
R36544503	SKAAR DUWAYNE	18250 VAN SLYKE RD	WILDER	ID	83676
R36544508	MILLER JASON B	22958 SIGNATURE POINTE LN	WILDER	ID	83676
R36546011	WHITE ROGER	21048 TUCKER RD	GREENLEAF	ID	83626
R36522011	RIETEMA MARCUS J	22922 BOEHNER RD	WILDER	ID	83676
R36524	TURNER MICHAEL	23246 BOEHNER RD	WILDER	ID	83676
R36527	VANDERHOEK HANS	23057 BOEHNER RD	WILDER	ID	83676
R36544010A	MARTINEZ IGNACIO	PO BOX 222	OROVADA	NV	89425
R36544100	IDAHO GOLF PARTNERS INC	18412 VAN SLYKE RD	WILDER	ID	83676
R36544100	IDAHO GOLF PARTNERS INC	22500 AURA VISTA WAY	CALDWELL	ID	83607
R36544100	IDAHO GOLF PARTNERS INC	22500 AURA VISTA WAY	CALDWELL	ID	83607
R36544100	IDAHO GOLF PARTNERS INC	22500 AURA VISTA WAY	CALDWELL	ID	83607
R36544107	WHITE STEVEN J	22500 AURA VISTA WAY	CALDWELL	ID	83607
R36544104	SUNSETS ASSOCIATES LLC	22924 CIRRRUS VIEW CT	CALDWELL	ID	83607
R36544105	SMITH STEVEN C	2248 MERIDIAN BLVD STE H	MINDEN	NV	89423
R36544108	GLAZIER DANICA CARMEL	15697 CUPID DR	CALDWELL	ID	83607
R36544109	BROKAW ORVILLE AND LUCILLE TRUST	22920 CIRRRUS VIEW CT	CALDWELL	ID	83605
R36522	RUBENS JOE D	22916 CIRRRUS VIEW CT	CALDWELL	ID	83607
R36544010	ROBLING JOHN	18533 VAN SLYKE RD	WILDER	ID	83676
R36544110	DAILY TERESA M	22971 BOEHNER RD	WILDER	ID	83676
R36544501	CHRISTENSEN H DAVID LIVING TRUST	22912 CIRRRUS VIEW CT	CALDWELL	ID	83607
R36544502	CHRISTENSEN H DAVID AND SANDRA J LIVING TRUST	18250 VAN SLYKE RD	WILDER	ID	83676
R36544506	MCCUTCHEON FAMILY TRUST	18250 VAN SLYKE RD	WILDER	ID	83676
		22957 SIGNATURE POINTE LN	WILDER	ID	83676

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



Date: 11/29/2021  
By: TAlmeida

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



PARCEL_NO	OwnerName	Address	City	State	ZipCode
R36544122	SULLIVAN ROBERT L	22740 ZEPHYR CT	CALDWELL	ID	83607
R36544148	IDAHO GOLF PARTNERS INC	22500 AURA VISTA WAY	CALDWELL	ID	83607
R36546	CHRISTENSEN H DAVID	18250 VAN SLYKE RD	WILDER	ID	83676
R36548	MURILLO FAMILY TRUST	243 SAN CARLOS AVE	SAUSALITO	CA	94965
R36548010	MURILLO FAMILY TRUST	243 SAN CARLOS AVE	SAUSALITO	CA	94965
R36544123	MIYASAKO KEVIN LYNN	22736 ZEPHYR CT	CALDWELL	ID	83607
R36520	HITE JAMES	18771 VAN SLYKE RD	WILDER	ID	83676
R36521	KING JOEL ANDREW	23245 UPPER PLEASANT RIDGE RD	WILDER	ID	83676-5519
R36522010	NORTH LESLIE	18693 VAN SLYKE RD	WILDER	ID	83676
R36524010	CHRISTENSEN H DAVID	18250 VAN SLYKE RD	WILDER	ID	83676
R36534010	HARROD THOMAS	112 16TH AVE S	NAMPA	ID	83651
R36534011	TROOST FAMILY LIVING TRUST	30540 SABIN RD	PARMA	ID	83660
R36544120	CLINE FAMILY TRUST	22749 ZEPHYR CT	CALDWELL	ID	83607
R36544121	PATTERSON WILLIAM J	22745 ZEPHYR CT	CALDWELL	ID	83607
R36546010	IRISH FAMILY TRUST REFORMED AND RESTATED	18688 VAN SLYKE RD	WILDER	ID	83676
R36544124	SIROKY FAMILY TRUST	22730 AURA VISTA WAY	CALDWELL	ID	83607
R36546011	WHITE ROGER	22922 BOEHNER RD	WILDER	ID	83676
R36547202	MARTINEZ ERICA	18830 VAN SLYKE RD	WILDER	ID	83676
R36522011	RIETEMA MARCUS J	23246 BOEHNER RD	WILDER	ID	83676
R36524	TURNER MICHAEL	23057 BOEHNER RD	WILDER	ID	83676
R36544010A	MARTINEZ IGNACIO	18412 VAN SLYKE RD	WILDER	ID	83676
R36544100	IDAHO GOLF PARTNERS INC	22500 AURA VISTA WAY	CALDWELL	ID	83607
R36544100	IDAHO GOLF PARTNERS INC	22500 AURA VISTA WAY	CALDWELL	ID	83607
R36544100	IDAHO GOLF PARTNERS INC	22500 AURA VISTA WAY	CALDWELL	ID	83607
R36544100	IDAHO GOLF PARTNERS INC	22500 AURA VISTA WAY	CALDWELL	ID	83607
R36517	DUNCAN MARK VINCENT	18911 VAN SLYKE RD	WILDER	ID	83676
R36522	RUBENS JOE D	18533 VAN SLYKE RD	WILDER	ID	83676
R36544010	ROBLING JOHN	22971 BOEHNER RD	WILDER	ID	83676
R36547200	STEVENSON JEFF	18900 VAN SLYKE	WILDER	ID	83676
R36547201	CALZACORTA LAVON	18850 VAN SLYKE RD	WILDER	ID	83676



# Neighborhood Notification Map

Parcel No. R36546

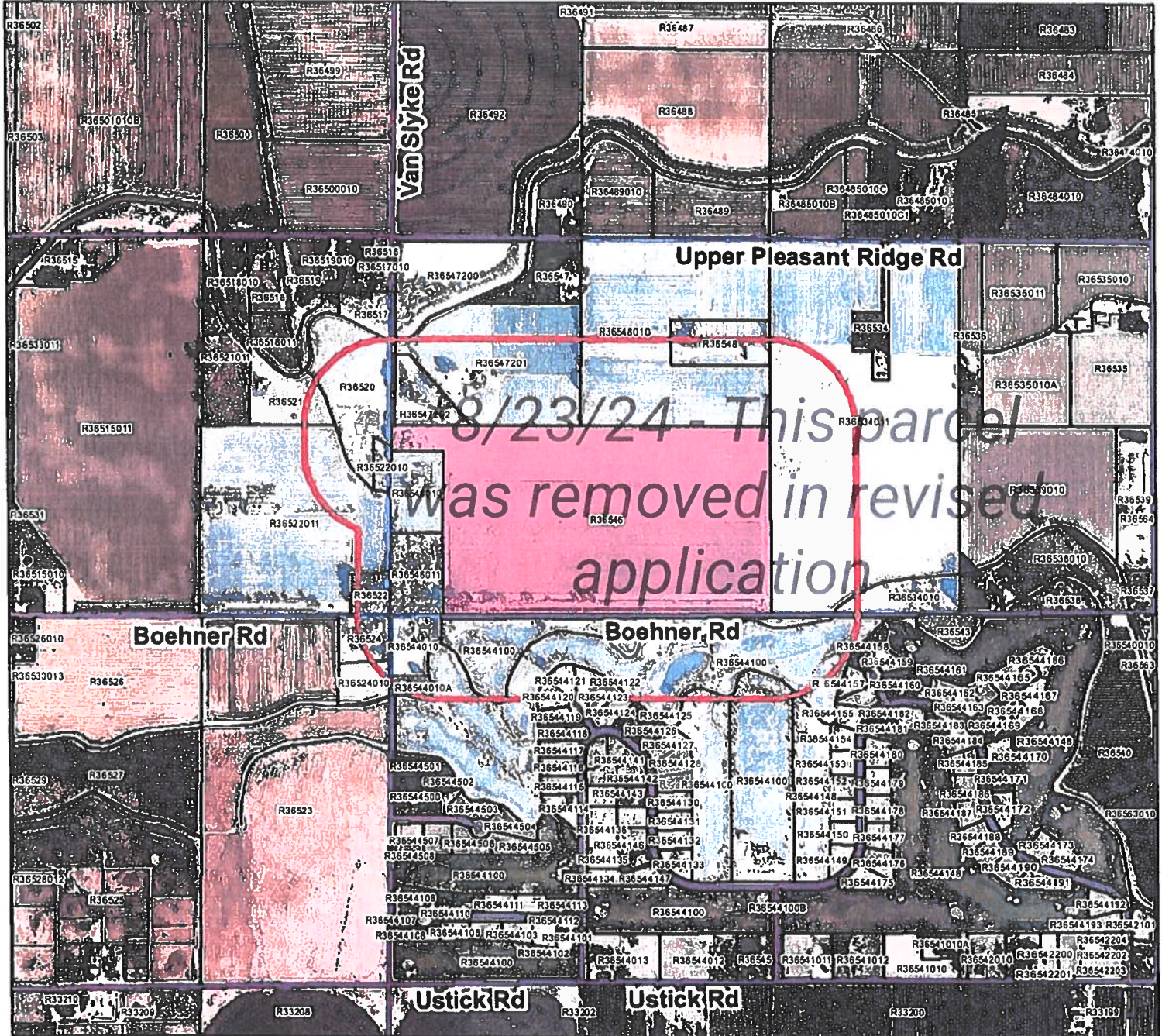
Buffer Distance 600 Feet

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



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

Date: 11/29/2021  
By: TAlmeida



## Legend

- |  |                     |  |            |
|--|---------------------|--|------------|
|  | NOTIFICATION BUFFER |  | Highway    |
|  | SUBJECT_PROPERTY    |  | Interstate |
|  | NOTIFIED PARCELS    |  | Local Road |
|  | TAX PARCELS         |  |            |

**SCALE**  
1 in = 1,000 feet  
1:12,000

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# Appendix A: Original Application

## Christensen's Case RZ2022-0002 & OR 2022-0002

PARCEL_NO	OwnerName	Address	City	State	ZipCode
R33212	VAN SLYKE FARMS INC	P.O. BOX 39	WILDER	ID	83676
R33221120	GARRETT RANCHES PACKING	24113 HOMEDALE RD	WILDER	ID	83676-587
R33208	WILLIAMSON PROPERTIES LLC	21986 HOSKINS RD	CALDWELL	ID	83607
R33209	INDART PHYLLIS A TRUST	23441 USTICK RD	WILDER	ID	83676
R33224	WHISPERING PINES DEVELOPMENT LLC	6211 CLEVELAND BLVD	CALDWELL	ID	83607
R33210	INDART PHYLLIS A	23441 USTICK RD	WILDER	ID	83676
R33211	VAN SLYKE FARMS INC	P.O. BOX 39	WILDER	ID	83676
R33221118	WATERLANDER JONATHAN A	39650 STATE HIHWAY 78	BRUNEAU	ID	83604
R33221119	MASAR JOSEPH A	2928 W TORANA DR	MERIDIAN	ID	83646
R36525	INDART PHYLLIS A TRUST	23441 USTICK RD	WILDER	ID	83676
R36526	ROSENCRANTZ ELIZABETH M	2823 COLORADO AVE	CALDWELL	ID	83605
R36523	CHRISTENSEN H DAVID	18250 VAN SLYKE RD	WILDER	ID	83676
R36528012	VAN DER HOEK HANS AND KAREN FAMILY TRUST	PO BOX 240	OROVADA	NV	89425
R36527	VANDERHOEK HANS	PO BOX 222	OROVADA	NV	89425
R36529	VANDERHOEK HANS	PO BOX 222	OROVADA	NV	89425
R36530013	GENTLE WILLIAM R LIVING TRUST	23733 BOEHNER RD	WILDER	ID	83676



Appendix A: Original Application  
Christensen's Case RZ2022-0002 & OR 2022-0002

**Canyon County Development Services**

111 N. 11th Ave. Room 140, Caldwell, ID 83605  
(208) 454-7458

**Building Division Email:** buildinginfo@canyonco.org

**Planning Division Email:** zoninginfo@canyonco.org

**Receipt Number:** 72752

**Date:** 2/1/2022

**Date Created:** 2/1/2022

**Receipt Type:** Normal Receipt

**Status:** Active

**Customer's Name:** Pleasant View Construction LLC

**Comments:** OR2022-0002 & RZ2022-0002 R36546, R36523, R36525, R33209, R33210 TBD Ustick Rd Wilder

**CHARGES**

<u>Item Being Paid For:</u>	<u>Application Number:</u>	<u>Amount Paid:</u>	<u>Prevs Pymnts:</u>	<u>Unpaid Amnt:</u>
Planning - Comprehensive Plan Amendment	RZ2022-0002	\$2,500.00	\$0.00	\$0.00
Planning - Zoning Amendment (Rezone)	RZ2022-0002	\$850.00	\$0.00	\$0.00

**Sub Total:** \$3,350.00

**Sales Tax:** \$0.00

**Total Charges:** \$3,350.00

**PAYMENTS**

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Check	5536	\$3,350.00

**Total Payments:** \$3,350.00

**ADJUSTMENTS**

**Receipt Balance:** \$0.00

**Issued By:** kqeorqe

## Appendix A: Original Application

### Christensen's Case RZ2022-0002 & OR 2022-0002

Development Group: David Christensen Rob Nash Todd McCauley Corey Blaine

1164 E. Beacon Light Rd. Eagle Idaho 83616 P: 208-841-8127

1/31/2022

Dear Canyon County Development Services Department,

We are applying for a comp plan amendment to further develop the area surrounding the Timberstone Golf Course, in Canyon County Idaho.

The "Timber Ridge" subdivisions are intended to compliment the country estate lots at Timberstone Golf Course and will consist of the 222 +/- acres of following five parcels (outlined in yellow on the next page) 36546000 70.53 acres, 36523000 73.06 acres, 36525000 36.79 acres, 33209000 41.21 acres, and 33210000 .5 acres.

The development will request comprehensive plan amendment and re-zone to residential R-2 with large estate lots average over .60+ of an acre overlooking the golf course and beautiful views of the Snake River.

Areas of the proposed Timber Ridge development are unsuitable for farming, hilly, and are difficult to irrigate. Several parcels include no irrigation and are abandoned feedlot areas.

The proposed development is nearby and continuous with the developed golf course and we propose similar lot sizes. We feel that this area that is unsuitable for productive farming and it is in a desirable location for homes.

If you have any questions please contact me at (phone, email, written correspondence).

Sincerely,

Corey Blaine

208-841-8127

coreyblaine@gmail.com

DEEDS



**PIONEER TITLE COMPANY**  
OF ADA COUNTY

821 West, State Street / Boise, Idaho 83702  
(208) 336-6700

8151 W. Rifleman Street / Boise, Idaho 83704  
(208) 377-2700

SPACE ABOVE FOR RECORDING DATA

2008 FEB 20 PM 12 46

REC-10000

2008008796

# ACCOMMODATION

## QUITCLAIM DEED

FOR VALUE RECEIVED

Phyllis A. Indart, an unmarried woman

do hereby convey, release, render and forever quitclaim

unto Phyllis A. Indart, Trustee of the Phyllis A. Indart Revocable Trust-1993, under Agreement dated May 25, 1993

whose address is: 23441 Ustick Rd Wilder ID 83676

the following described premises, to wit:

A portion of Government Lot 2 in Section 6, Township 3 North, Range 4 West of the Boise-Meridian, Canyon County, Idaho, being more particularly described as follows:

Beginning at the Northwest corner of Government Lot 2 in Section 6, Township 3 North, Range 4 West of the Boise-Meridian; thence North 89° 18' East 245.70 feet, along the North line of the said Government Lot 2; thence South 0° 42' East 40.00 feet, to the INITIAL POINT of the description, in the Road right of way line; thence North 89° 18' East 205.00 feet, along the said road right of way line, and parallel to the said North line; thence South 0° 42' East 106.00 feet; thence South 89° 18' West 205.00 feet; along a line parallel to the said North line; thence North 0° 42' West 106.00 feet to the INITIAL point of this description.

together with their appurtenances.

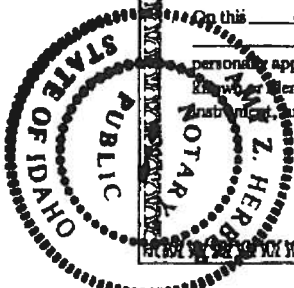
Dated:

*Phyllis A. Indart*

STATE OF Idaho, County of Ada, ss.

On this 12th day of February, in the year of 2008, before me personally appeared, Phyllis A. Indart, a notary public, known and identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public: [Signature]  
Residing at: Boise ID  
My Commission Expires: 2-19-09





**Pioneer Title Co.**  
GOING BEYOND

610 S. Kimball Avenue  
Caldwell, ID 83605

ELECTRONICALLY RECORDED-DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT

**2015-014952**

RECORDED

**04/28/2015 11:43 AM**

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 DWILSON

\$13.00

TYPE: DEED

PIONEER TITLE CANYON - CALDWELL

ELECTRONICALLY RECORDED

**2015-013791**

RECORDED

**04/20/2015 01:45 PM**

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 BJBROWN

\$13.00

TYPE: DEED

PIONEER TITLE CANYON - CALDWELL

ELECTRONICALLY RECORDED

File No. 569349 TK/JW

*\* Rerecorded to correct scrivener's error.*

**WARRANTY DEED**

For Value Received

**Norman Rutzen and Ruby Rutzen, husband and wife**

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

*Sub*

**H. David Christensen and Sandra J. Christensen, husband and wife**

hereinafter referred to as Grantee, whose current address is 18250 Van Slyke Road, Wilder, ID 83676

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: April 20, 2015

*[Signature of Norman Rutzen]*  
\_\_\_\_\_  
Norman Rutzen

*[Signature of Ruby Rutzen]*  
\_\_\_\_\_  
Ruby Rutzen

State of Idaho, County of Canyon

On this 20th day of April in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Norman Rutzen and Ruby Rutzen known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

*[Signature of Tammy Kratzberg]*  
\_\_\_\_\_  
Residing at: Caldwell  
Commission Expires: 2/3/2016

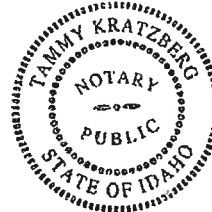




EXHIBIT A

This parcel is a portion of the NE ¼ SE ¼ of Section 31 in Township 4 North, Range 4 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northeast corner of the NE ¼ SE ¼, (E ¼ Corner, Section 31);

thence South 00° 00' 00" West along the east boundary of the NE ¼ SE ¼ a distance of 313.00 feet to the TRUE POINT OF BEGINNING;

thence continuing South 00° 00' 00" West along the east boundary of the NE ¼ SE ¼ a distance of 253.93 feet to a point on the centerline of the Deer Flat High Line Canal;

thence traversing said centerline as follows:

South 71° 18' 40" West a distance of 188.27 feet;

South 87° 00' 00" West a distance of 181.89 feet to a point on a line that lies 360.00 feet west of and parallel to the east boundary of the NE ¼ SE ¼;

thence leaving said centerline and bearing North 00° 00' 00" East along said line a distance of <sup>294.37</sup>~~294.7~~ feet;

thence North 85° 19' <sup>50"</sup>~~18"~~ East along said north boundary a distance of 361.18 feet to the TRUE POINT OF BEGINNING,

R.R. K.



**PioneerTitleCo.**  
GOING BEYOND

610 S. Kimball Avenue  
Caldwell, ID 83605

ELECTRONICALLY RECORDED-DO NOT  
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File No. 576543 TK/JW

**2015-036340**

RECORDED

**09/17/2015 01:48 PM**

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 MBROWN

\$13.00

TYPE: DEED

PIONEER TITLE CANYON - CALDWELL

ELECTRONICALLY RECORDED

## WARRANTY DEED

For Value Received

**Peter Van Vliet and Linda Joy Van Vliet, husband and wife**

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

**H. David Christensen and Sandra J. Christensen, husband and wife**

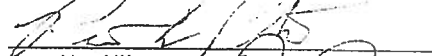
hereinafter referred to as Grantee, whose current address is **18250 Van Slyke Road Wilder, ID 83676**


The following described premises, to-wit:

**See Exhibit A attached hereto and made a part hereof.**

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: September 11, 2015

  
Peter Van Vliet

  
Linda Joy Van Vliet

State of Idaho/County of Canyon

On this 15<sup>th</sup> day of September in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter Van Vliet and Linda Joy Van Vliet known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

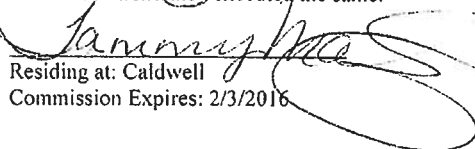
  
Residing at: Caldwell  
Commission Expires: 2/3/2016



EXHIBIT A

The East Half of the Southeast Quarter in Section 31, Township 4 North, Range 4 West Boise Meridian, Canyon County, Idaho.

Excepting Therefrom:

This parcel is situated in the Northeast Quarter of the Southeast Quarter in Section 31, Township 4 North, Range 4 West Boise Meridian, Canyon County, Idaho, more particularly described as follows

BEGINNING at the Northeast corner of said Northeast Quarter of the Southeast Quarter;  
Thence South, along the East boundary of said Northeast Quarter of the Southeast Quarter, a distance of 566.93 feet to a point on the centerline of the Deer Flat High Line Canal;  
Thence South  $71^{\circ} 18' 40''$  West along the centerline of said Deer Flat High Line Canal, a distance of 188.27 feet;  
Thence continuing along the centerline of said Deer Flat High Line Canal South  $87^{\circ} 00' 00''$  West, a distance of 181.88 feet;  
Thence leaving the centerline of said Deer Flat High Line Canal and running North, a distance of 633.24 feet, to a point on the North boundary of said Northeast Quarter of the Southeast Quarter;  
Thence North  $89^{\circ} 26' 10''$  East, along the North boundary of said Northeast Quarter of the Southeast Quarter, a distance of 360.00 feet to the POINT OF BEGINNING

*S.B.V.*  
*P.W.*

2008058790

RECORDED

2008 NOV 4 PM 4 05

WILLIAM H. HURST  
CANYON COUNTY RECORDER  
BY *[Signature]*

## MORTGAGE

**THE PARTIES:** The parties hereto are PHYLLIS A. INDART, individually, and Phyllis A. Indart, as Trustee of the PHYLLIS A. INDART REVOCABLE TRUST 1993 U/T/A dated May 25, 1993, (herein collectively called "Mortgagor") and R. MITCH BICANDI and ROBERTA S. BICANDI, husband and wife, dba 24/7 Farms (herein collectively called "Mortgagee").

**MORTGAGE:** The Mortgagor hereby mortgages to the Mortgagee that real property, herein called "premises" (which term includes all water rights, ditch rights, rights of way, hunting rights, buildings, structures, improvements, fixtures, tenements, hereditaments, appurtenances, leases, rents, issues, profits therefrom, condemnation awards, fixtures, insurance proceeds, agreements, and intangibles now or hereafter thereto belonging or used in connection therewith, derived therefrom, or hereafter placed thereon, and all rights to use ground or surface water on the premises whether evidenced by permit, license, transfer, order, exchange, claim, decree or otherwise, or pursuant to any lease or other agreement (the "water rights")), situated in Canyon County, Idaho, and described as follows:

See Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full.

SUBJECT TO taxes and assessments for the year 2008 and all subsequent years, together with any and all existing easements, rights of way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

**OBLIGATIONS:** This Mortgage is given to secure each and all of the following obligations:

(1) The payment of the principal sum of ONE HUNDRED TWENTY-ONE THOUSAND TWO HUNDRED EIGHTY-FIVE AND 18/100 DOLLARS (\$121,285.18) plus interest accruing thereon at the rate of ten percent (10%) per annum according to the terms of one certain Promissory Note dated effective of even date herewith, executed by the Mortgagor and payable to the Mortgagee, incorporated herein and made a part hereof, and a copy of which is attached as Exhibit B, which Note is due and payable in full on May 1, 2009 [six (6) months from the effective date of the Note].

(2) The full performance of each provision herein and in such Note to be performed by the Mortgagor and the payment of all sums hereafter provided to be secured hereby, and all extensions of any of the foregoing.

**PREPAYMENT PENALTY:** There is no penalty for prepayment of the obligations secured hereby and the principal and interest may be prepaid at any time.

**ADDITIONAL SECURITY:** As additional security during the continuance of this Mortgage, Mortgagor hereby grants and gives to and confers upon Mortgagee the following rights, powers and authority:

(1) To collect the rents, issues and profits of the premises, reserving unto Mortgagor the right, prior to any default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the premises, or any part thereof, in Mortgagee's own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The entering upon and taking possession of the premises, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(2) A security interest in the water rights on the premises. Mortgagor agrees to complete, upon request of Mortgagee, for filing with the Department of Water Resources, a Notice of Security Interest in Water Right. Mortgagee agrees to release such security when the Promissory Note has been paid in full according to its terms and upon the full satisfaction of this Mortgage.

**MORTGAGOR AGREES:** The Mortgagor agrees with the Mortgagee during the continuance hereof as follows: (1) that the Mortgagor shall pay and perform all of the obligations secured hereby when due and according to their terms; (2) that the Mortgagor shall pay before all or any part thereof becomes delinquent all taxes, assessments and other charges of every kind, both general and special, which may hereafter be levied on or against the premises; (3) that the Mortgagor shall at all times keep all of the buildings and improvements on the premises, including those hereafter placed thereon, continually insured against loss by fire in the sum of the full insurable value thereof or the sum of the unpaid balance of the obligations secured hereby, whichever is less, in a reliable insurance company with the loss, if any, payable to the Mortgagee as the Mortgagee's interest may appear at the time of such loss and shall promptly deposit all fire insurance policies with the Mortgagee to be held by the Mortgagee and if any insured buildings or improvements on the premises are destroyed or damaged from any cause insured against under such fire insurance policies, the money collected under such insurance policies shall be applied, at the Mortgagee's option, either to the payment of the obligations secured by this mortgage or to the reconstruction of the buildings or improvements so destroyed or damaged; (4) that the Mortgagor shall keep the buildings and improvements now on or hereafter placed on the premises in good repair at all times and will not commit or suffer any waste of such buildings and improvements or the premises; (5) that if the Mortgagor fails to pay any taxes, assessments, charges, liens, encumbrances or insurance



premiums as herein provided, or fails to pay any other sum or keep any other agreement provided for herein, then the Mortgagee may, at the Mortgagee's option, pay or perform the same and all expenditures so made shall be added to and become a part of the debt secured by this mortgage and shall bear interest at the rate provided herein, without waiver, however, of any right arising to the Mortgagee for breach of agreement and this mortgage may be foreclosed at any time while the Mortgagor neglects to repay any sum so paid by the Mortgagee plus such interest; (6) that if litigation is instituted to collect any obligation secured hereby, or to foreclose this mortgage, or to enforce any of the agreements contained in this mortgage, the Mortgagor agrees to pay a reasonable attorney's fee in such litigation together with all court costs including the costs of procuring title reports for such foreclosure, all of which shall be a lien upon the premises and secured by this mortgage; (7) and that Mortgagor shall permit no construction of improvements or infrastructure upon the premises until this Mortgage has been satisfied in full.

**NO PARTIAL RELEASES:** Mortgagor acknowledges that there are no partial releases of property permitted under the terms of this Mortgage or the Promissory Note which it secures.

**DUE ON SALE:** If all or any part of the premises contained in this Mortgage, or if an interest in this Promissory Note which this Mortgage secures, or in this Mortgage is sold, conveyed, assigned, transferred, or in any other manner hypothecated by Mortgagor without Mortgagee's prior written consent, which consent shall not be unreasonably withheld, Mortgagee may, at Mortgagee's option, declare all the sums due under the Promissory Note which this Mortgage secures to be immediately due and payable.

**HAZARDOUS SUBSTANCES (MORTGAGOR):**

(a) Mortgagor represents and warrants to Mortgagee that the subject property shall not:

(i) Be a site for the use, generation, manufacture, storage, disposal or transportation of any oil or petro-chemical products, PCBs, asbestos, urea formaldehyde, flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively, "hazardous materials");

(ii) Is presently in compliance or are being and promptly shall be brought into compliance with all federal, state or local laws, ordinances, regulations, orders and directives pertaining to hazardous materials on or about the property or any portion thereof (collectively, "hazardous materials laws"); and

(iii) Shall not be used in any manner which will result in hazardous materials being spilled or disposed on any adjacent or other property.

(b) Mortgagor hereby covenants and agrees that, so long as any secured obligation is outstanding:

(i) Mortgagor shall not permit the subject property or any portion thereof to be a site for the storage, use, generation, manufacture, disposal or transportation of hazardous materials;

(ii) Mortgagor shall not permit any hazardous materials to be disposed of off the subject property except in accordance with hazardous materials laws;

(iii) Mortgagor, at Mortgagor's sole cost and expense, shall keep and maintain the subject property and each portion thereof in compliance with, and shall not cause or permit the subject property or any portion thereof to be in violation of, any hazardous materials laws;

(iv) Mortgagor shall immediately advise Mortgagee in writing of:

(A) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable hazardous materials laws; and

(B) any and all claims made or threatened by any third party against Mortgagor or the subject property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any hazardous materials (the matters set forth in clauses (i), (ii) and (iii) above are hereinafter referred to as "hazardous materials claims").

(c) Mortgagor agrees to indemnify and hold harmless Mortgagee from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including attorney fees), arising directly or indirectly from or out of, or in any way connected with (i) the accuracy of the representations contained in this paragraph, (ii) any activities on the subject property during Mortgagor's ownership, possession or control of the subject property which directly or indirectly results in the subject property or any other property becoming contaminated with hazardous materials, (iii) the discovery of hazardous materials on the subject property, (iv) the cleanup of hazardous materials from the subject property, and (v) the discovery of hazardous materials on or the cleanup of hazardous materials from any adjacent or other property which has become contaminated as a result of any activity on the subject property. As between Mortgagor and Mortgagee, Mortgagor acknowledges that Mortgagor will be solely responsible for all costs and expenses relating to the cleanup of hazardous materials from the subject property or from any other properties which become contaminated with hazardous materials as a result of activities on or the contamination of the subject property.

(d) Mortgagor's obligations under this paragraph are unconditional and shall not be limited by any nonrecourse or other limitations of liability provided for in any other document. The representations, warranties and covenants of the mortgagor set forth in this paragraph (including

without limitation the indemnity provided for in subparagraph (c) above) shall continue in effect, shall survive the closing of this transaction and, to the extent permitted by law, shall survive the transfer of the subject property pursuant to foreclosure proceedings (whether judicial or nonjudicial), by deed in lieu of foreclosure or otherwise. Mortgagor acknowledges and agrees that its covenants and obligations hereunder are separate and distinct from its obligations under any other documents pertaining to this transaction.

**LIEN MARSHALLING:** Mortgagor specifically waives the ability to marshal the lien of this Mortgage against any one parcel of the premises, or against any or all parcels in any order, the entire premises deemed one whole parcel for the purpose of securing the indebtedness of this Mortgage, the Promissory Note, or in the performance of any agreement hereunder.

**FORECLOSURE:** If the Mortgagor fails to pay when due any obligation secured by this mortgage or defaults in performing any of the provisions herein to be performed by the Mortgagor, then the Mortgagee may proceed to foreclose this mortgage as provided by law. If the sale proceeds on foreclosure fail to satisfy all obligations secured hereby, the Mortgagor agrees to pay the deficiency.

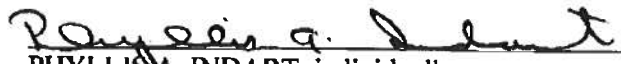
**INTERPRETATION:** Time is of the essence of each provision hereof. A waiver by the Mortgagee of one or several defaults in performance of any provision hereof to be performed by the Mortgagor shall not be construed as being a waiver of such provision itself or any subsequent default in performance thereof. Singular terms shall be read as if written in the plural when the context so requires or permits.

**INCORPORATION OF PROMISSORY NOTE:** All terms, provisions, conditions and agreements contained in the Promissory Note, attached hereto as Exhibit B, are contractual and binding and are incorporated herein as if set forth in full.

**BINDING EFFECT:** The agreements herein shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

**EFFECTIVE DATE:** November 1, 2008.

**MORTGAGOR:**

  
PHYLLIS A. INDART, individually

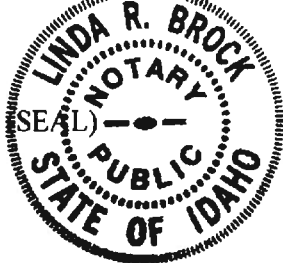
PHYLLIS A. INDART REVOCABLE TRUST -  
1993 U/T/A dated May 25, 1993

By:   
Phyllis A. Indart, Trustee

R. Mitch Bicandi  
R. MITCH BICANDI

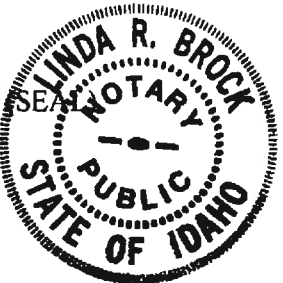
Roberta S. Bicandi  
ROBERTA S. BICANDI

On this 31 day of Oct, 2008, before me, the undersigned, a Notary Public, personally appeared PHYLLIS A. INDART, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



STATE OF IDAHO )  
 )  
 ) ss.  
County of Canyon )

On this 31 day of Oct, 2008, before me, the undersigned, a Notary Public, personally appeared Phyllis A. Indart, as Trustee of the PHYLLIS A. INDART REVOCABLE TRUST 1993 U/T/A dated May 25, 1993, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same as such Trustee.



Lucia R. Beck  
Notary Public for Idaho  
Commission expires: 4/4/13

STATE OF IDAHO                    )  
  :SS  
County of Canyon                )

On this 4<sup>th</sup> day of November, 2008, before me, the undersigned, a Notary Public, personally appeared R. MITCH BICANDI and ROBERTA S. BICANDI, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Celerina Cantré  
Notary Public for Idaho  
Commission expires: 10-07-09

ig\W\Work\B\Bicandi 15866\w. Phyllis Indart\Mortgage.doc



## **EXHIBIT A**

### **Parcel 1:**

All of Lot 2 in Section 6, Township 3 North, Range 4 West of the Boise Meridian;

#### **EXCEPTING THEREFROM:**

A portion of Government Lot 2 in Section 6, Township 3 North, Range 4 West of the Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

Beginning at the Northwest corner of Government Lot 2 in Section 6, Township 3 North, Range 4 West of the Boise Meridian; thence

North 89° 18' East 245.70 feet, along the North line of the said Government Lot 2; thence

South 0° 42' East 40.00 feet, to the INITIAL POINT of this description, in the road right of way line; thence

North 89° 18' East 205.00 feet, along the said road right of way line, and parallel to the said North line; thence

South 0° 42' East 106.00 feet; thence

South 89° 18' West 205.00 feet, along a line parallel to the said North line; thence

North 0° 42' West 106.00 feet to the INITIAL POINT of this description.

### **Parcel 2:**

All of that part of the NW1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 31, Township 4 North, Range 4 West of the Boise Meridian, described as follows: Beginning at a point on the center quarter line 1203 feet North of the South quarter corner, this point being on the center line of the Mora Canal, the REAL POINT OF BEGINNING, thence North 79° 17' 35" East along said center line a distance of 258.35 feet, thence North 63° 17' 11" East along said center line a distance of 349.24 feet, thence South 61° 28' 58" East along said center line a distance of 330.82 feet, thence South 78° 33' 41" East along said center line a distance of 244.72 feet, thence South 63° 19' 10" East along said center line a distance of 226.31 feet to a point on a sixteenth line, thence South along the Easterly boundary line of the said SW1/4 of the SE1/4 to the Southeast corner of the said SW1/4 of the SE1/4, thence West along the South boundary line of said SW1/4 of the SE1/4, to the Southwest corner of the said SW1/4 of the SE1/4, thence North along the West boundary of the said SW1/4 of the SE1/4, a distance of 1203 feet, to the REAL POINT OF BEGINNING, all being in Canyon County, Idaho.

## **EXHIBIT B**

### **PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of R. MITCH BICANDI and ROBERTA S. BICANDI, husband and wife, dba 24/7 Farms, of 23955 Wagner Road, Caldwell, ID 83605, or at such other place as the lawful holder hereof may hereafter direct in writing, the sum of ONE HUNDRED TWENTY-ONE THOUSAND TWO HUNDRED EIGHTY-FIVE AND 18/100 DOLLARS (\$121,285.18), in lawful money of the United States.

Such principal sum, or so much thereof as is unpaid, shall bear interest at the rate of ten percent (10%) per annum from the effective date set forth below. Such principal sum and all interest accrued thereon are payable in full six months from the effective date of this Note.

The undersigned shall have an absolute prepayment privilege and all prepayments shall be applied first to the interest accrued to the date such prepayment is paid and the balance thereof, if any, shall be applied to principal.

If a default occurs in payment of the sums due under this Note, the undersigned agree, jointly and severally, to pay to the holder hereof all costs of collection including, but not limited to, reasonable attorney fees and legal costs.

Failure of the holder hereof to enforce any of the provisions hereof upon a default in performance thereof shall not constitute a waiver of the provision itself or any subsequent default in performance thereof.

The undersigned waive demand for payment, presentment for payment, notice of non-payment, notice of dishonor, and protest, and agree that the time for payment hereof may be extended without any further consent and without impairing their liability hereunder.

The indebtedness evidenced by this Promissory Note is secured by a Mortgage, executed of even effective date herewith.

Dated effective as of the 1<sup>st</sup> day of November, 2008.

\_\_\_\_\_  
PHYLLIS A. INDART, individually

PHYLLIS A. INDART REVOCABLE TRUST – 1993  
U/T/A dated May 25, 1993

By: \_\_\_\_\_  
Phyllis A. Indart, Trustee

Address of Makers:  
23441 Ustick Road  
Wilder, ID 83676

EXHIBIT B TO  
MORTGAGE

200908250  
200908251  
200908252

**WHEN RECORDED MAIL TO:**

Banner Bank  
Bothell Loan Service Center  
P.O. Box 1589  
Bothell, WA 98041

2009 AUG 31 PM 3 59  
RECORDED  
CANYON COUNTY RECORDER  
BY J. M. L. R. D.  
2009044636  
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MORTGAGE**

**THIS MORTGAGE** dated August 27, 2009, is made and executed between Phyllis A. Indart, Trustee of the Phyllis A. Indart Revocable Trust - 1993, Under Agreement dated May 25, 1993 (referred to below as "Grantor") and Banner Bank, whose address is 950 West Bannock Street, Suite 101, Boise, ID 83702 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Canyon County, State of Idaho:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as NKA Ustick Road (Parcels I & III), NKA Allendale Road (Parcel IV), Wilder, ID 73676. The Real Property tax identification number is R33209000 0 (Parcel I), R36525000 0 (Parcel III), R36532010 0 (Parcel IV).

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**REVOLVING LINE OF CREDIT.** This Mortgage secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial

or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

**EXISTING INDEBTEDNESS.** The following provisions concerning Existing Indebtedness are a part of this Mortgage:

**Existing Lien.** The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

**Default in Favor of Third Parties.** Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of the Trust, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of



Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Existing Indebtedness.** The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

**Breach of Other Agreement.** Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures, or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is

deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Idaho.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all indebtedness secured by this Mortgage.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means Phyllis Indart and Phyllis A. Indart Revocable Trust - 1993 and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

**Grantor.** The word "Grantor" means Phyllis A. Indart Revocable Trust - 1993.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

**Lender.** The word "Lender" means Banner Bank, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated August 27, 2009, in the original principal amount of \$310,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is February 1, 2010. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

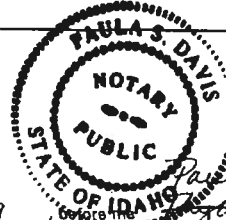
PHYLLIS A. INDART REVOCABLE TRUST - 1993

By: Phyllis Indart  
Phyllis Indart, Trustee of Phyllis A. Indart Revocable  
Trust - 1993

## TRUST ACKNOWLEDGMENT

STATE OF IdahoCOUNTY OF CanyonOn this 31<sup>st</sup> day of August, in the year 20 09, before me, Paula S. Davis, a notary public in and for the State of Idaho, personally appeared Phyllis Indart, Trustee of Phyllis A. Indart Revocable Trust - 1993, known or identified to me (or proved to me on the oath of Phyllis Indart, Trustee of Phyllis A. Indart Revocable Trust - 1993, the trust that executed the instrument or the person who executed the instrument on behalf of said trust, and acknowledged to me that such trust executed the same.

Notary Public for Idaho

Residing at Meridian, IdahoMy commission expires 9/4/14

## EXHIBIT A

### Parcel I

All of Lt 2 in Section 6, Township 3 North, Range 4 West of the Boise, Meridian Canyon County, Idaho.

#### Excepting Therefrom:

A portion of Government Lot 2 in Section 6, Township 3 North, Range 4 West of the Boise-Meridian, Canyon County, Idaho, being more particularly described as follows:

Beginning at the Northwest corner of Government Lot 2 in Section 6, Township 3 North, Range 4 West of the Boise-Meridian; thence North 89° 18' East 245.70 feet, along the North line of the said Government Lot 2; thence South 0° 42' East 40.00 feet, to the INITIAL POINT of the description, in the Road right of way line; thence North 89° 18' East 205.00 feet, along the said road right of way line, and parallel to the said North line; thence South 0° 42' East 106.00 feet; thence South 89° 18' West 205.00 feet; along a line parallel to the said North line; thence North 0° 42' West 106.00 feet to the INITIAL point of this description.

### Parcel III

All of that part of the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 31, Township 4 North, Range 4 West of the Boise Meridian, described as follows:

BEGINNING at a point on the center Quarter line 1203 feet North of the South Quarter Corner, this point being on the center line of the Mora Canal, the REAL POINT OF BEGINNING; thence North 79°17'35" East along said center line a distance of 258.35 feet; thence North 63°17'11" East along said center line a distance of 349.24 feet; thence South 61°28'58" East along said center line a distance of 330.82 feet; thence South 78°33'41" East along said center line a distance of 244.72 feet; thence South 63°19'10" East along said center line a distance of 226.31 feet to a point on a sixteenth line; thence South along the Easterly boundary line of the said Southwest Quarter of the Southeast Quarter to the Southeast corner of the said Southwest Quarter of the Southeast Quarter; thence West along the South boundary line of said Southwest Quarter of the Southeast Quarter to the Southwest corner of the said Southwest Quarter of the Southeast Quarter; thence North along the West boundary of the said Southwest Quarter of the Southeast Quarter a distance of 1203 feet to the REAL POINT OF BEGINNING, all being in Canyon County, Idaho.

### Parcel IV

Lots 1 and 2 in Section 31, Township 4 North, Range 4 West of the Boise Meridian in Canyon County, Idaho.

#### EXCEPTING THEREFROM:

A parcel of land being a portion of Government Lot 1 located in the Northwest Quarter of Section 31, Township 4 North, Range 4 West, of the Boise Meridian, Canyon County, Idaho, and being more particularly described as follows:

BEGINNING at the Northwest corner of Section 31, Township 4 North, Range 4 West of the Boise Meridian, Canyon County, Idaho, from which the North Quarter Corner of said Section 31 bears North 89°15'25" East a distance of 2462.26 feet; thence along the North line of said Section 31 North 89°15'25" East a distance of 511.10 feet to a point; thence leaving said North line South 00°44'35" East a distance of 418.43 feet to a point; thence North 89°59'57" West a distance of 516.49 feet to a point on the West line of said Section 31; thence along the West line of said Section 31 North 00°00'03" East a distance of 411.76 feet to the POINT OF BEGINNING.

2  
RECORDATION REQUESTED BY:  
IDAHO INDEPENDENT BANK  
NAMPA OFFICE  
804 12TH AVENUE SOUTH  
NAMPA, ID 83651

WHEN RECORDED MAIL TO:  
IDAHO INDEPENDENT BANK  
NAMPA OFFICE  
804 12TH AVENUE SOUTH  
NAMPA, ID 83651

SEND TAX NOTICES TO:  
H DAVID CHRISTENSEN  
SANDRA J CHRISTENSEN  
18250 VAN SLYKE RD  
WILDER, ID 83676-5560

ELECTRONICALLY RECORDED - DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT.

2015-036341  
RECORDED  
09/17/2015 01:48 PM  
CHRIS YAMAMOTO  
CANYON COUNTY RECORDER  
Page 8 MBROWN S31.00  
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### DEED OF TRUST

THIS DEED OF TRUST is dated September 18, 2015, among H. DAVID CHRISTENSEN AND SANDRA J. CHRISTENSEN, HUSBAND AND WIFE, whose address is 18250 VAN SLYKE RD, WILDER, ID 83676-5560 ("Grantor"); IDAHO INDEPENDENT BANK, whose address is NAMPA OFFICE, 804 12TH AVENUE SOUTH, NAMPA, ID 83651 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and PIONEER TITLE COMPANY OF CALDWELL, whose address is 610 S KIMBALL AVE, CALDWELL, ID 83605 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in CANYON County, State of Idaho:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as NNA VAN SLYKE ROAD, WILDER, ID 83676.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or



suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisances, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of

the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower and Grantor pay all the indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Borrower fails to make any payment when due under the indebtedness.

**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

**Creditor or Foreclosure Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

**Adverse Change.** A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Notice of Default.** In the Event of Default Lender shall execute or cause the Trustee to execute a written notice of such default and of Lender's election to cause the Property to be sold to satisfy the indebtedness, and shall cause such notice to be recorded in the office of the recorder of each county wherein the Real Property, or any part thereof, is situated.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Notice of sale having been given as then required by law, and not less than the time required by law having elapsed, Trustee, without demand on Grantor, shall sell the property at the time and place fixed by it in the notice of sale at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser his or her deed conveying the Property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness of such matters or facts. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable attorneys' fees, including those in connection with the sale, Trustee shall apply proceeds of sale to payment of (a) all sums expended under this Deed of Trust, not then repaid with interest thereon as provided in this Deed of Trust; (b) all indebtedness secured hereby; and (c) the remainder, if any, to the person or persons legally entitled thereto.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent

permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of CANYON County, State of Idaho. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**EXHIBIT "A".** An exhibit, titled "EXHIBIT "A", is attached to this Deed of Trust and by this reference is made a part of this Deed of Trust just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Deed of Trust.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Idaho.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of CANYON County, State of Idaho.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means IDAHO INDEPENDENT BANK, and its successors and assigns.

**Borrower.** The word "Borrower" means H DAVID CHRISTENSEN and SANDRA CHRISTENSEN and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means H DAVID CHRISTENSEN and SANDRA J CHRISTENSEN.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

**Lender.** The word "Lender" means IDAHO INDEPENDENT BANK, its successors and assigns.

**Note.** The word "Note" means the promissory note dated September 15, 2015, in the original principal amount of \$360,262.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means PIONEER TITLE COMPANY OF CALDWELL, whose address is 610 S KIMBALL AVE, CALDWELL, ID 83605 and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x H David Christensen  
H DAVID CHRISTENSEN

x Sandra J Christensen  
SANDRA J CHRISTENSEN

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho

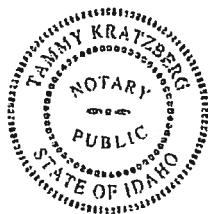
COUNTY OF Canyon

On this 14 day of September, in the year 20 15, before me Tammy Kratzberg, a notary public in and for the State of Idaho, personally appeared H DAVID CHRISTENSEN and SANDRA J CHRISTENSEN, known or identified to me (or proved to me on the oath of Tammy Kratzberg), to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for Idaho

Residing at Caldwell

My commission expires 2/3/2017





## EXHIBIT "A"

This EXHIBIT "A" is attached to and by this reference is made a part of the Deed of Trust, dated September 15, 2015, and executed in connection with a loan or other financial accommodations between IDAHO INDEPENDENT BANK and H DAVID CHRISTENSEN and SANDRA CHRISTENSEN.

The East Half of the Southeast Quarter in Section 31, Township 4 North, Range 4 West Boise Meridian, Canyon County, Idaho.

Excepting Therefrom:

This parcel is situated in the Northeast Quarter of the Southeast Quarter in Section 31, Township 4 North, Range 4 West Boise Meridian, Canyon County, Idaho, more particularly described as follows

BEGINNING at the Northeast corner of said Northeast Quarter of the Southeast Quarter;  
Thence South, along the East boundary of said Northeast Quarter of the Southeast Quarter, a distance of 566.93 feet to a point on the centerline of the Deer Flat High Line Canal;  
Thence South 71° 18' 40" West along the centerline of said Deer Flat High Line Canal, a distance of 188.27 feet;  
Thence continuing along the centerline of said Deer Flat High Line Canal South 87° 00' 00" West, a distance of 181.88 feet;  
Thence leaving the centerline of said Deer Flat High Line Canal and running North, a distance of 633.24 feet, to a point on the North boundary of said Northeast Quarter of the Southeast Quarter;  
Thence North 89° 25' 10" East, along the North boundary of said Northeast Quarter of the Southeast Quarter, a distance of 360.00 feet to the POINT OF BEGINNING

THIS EXHIBIT "A" IS EXECUTED ON SEPTEMBER 15, 2015.

GRANTOR:

x   
H DAVID CHRISTENSEN

x   
SANDRA J CHRISTENSEN

**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:** 83729

**Date:** 9/30/2024

**Date Created:** 9/30/2024

**Receipt Type:** Normal Receipt

**Status:** Active

**Customer's Name:** Brent & Tanya Orton - Christensen

**Comments:** RZ2022-0002 and OR2022-0002

**Site Address:** 18706 VAN SLYKE RD, Wilder ID 83676 / Parcel Number: 36546000 0

**CHARGES**

<b><u>Item Being Paid For:</u></b>	<b><u>Application Number:</u></b>	<b><u>Amount Paid:</u></b>	<b><u>Prevs Pymnts:</u></b>	<b><u>Unpaid Amnt:</u></b>
Planning - Development Agreement	RZ2022-0002	\$450.00	\$0.00	\$0.00

**Sub Total:** \$450.00

**Sales Tax:** \$0.00

**Total Charges:** \$450.00

**PAYMENTS**

<b><u>Type of Payment:</u></b>	<b><u>Check/Ref Number:</u></b>	<b><u>Amount:</u></b>
Credit Card	163446469	\$450.00

**Total Payments:** \$450.00

**ADJUSTMENTS**

**Receipt Balance:** \$0.00