

Canyon County, ID Web Map



1/23/2025, 10:56:09 AM

Multiple Parcel Search _Query result

RAILROAD

CC_PrivateRoads

ITDFunctionalClassification

Major Collector

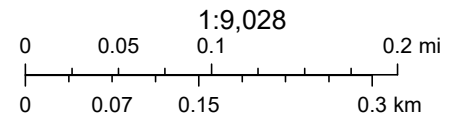
Other Principal Arterials

Imagery_2022

Red: Band_1

Green: Band_2

Blue: Band_3



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



CONDITIONAL USE PERMIT PUBLIC HEARING - APPLICATION

PROPERTY OWNER	OWNER NAME: Brandon Giannini	
	MAILING ADDRESS: 13937 Indiana Ave Nampa ID 83651	
	PHONE: [REDACTED]	EMAIL: [REDACTED]
<p style="text-align: center;">I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If the owner(s) is a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.</p> <p>Signature: <u>Brandon Giannini</u> Date: <u>1-13-2025</u></p>		

APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER	APPLICANT NAME:	
	COMPANY NAME:	
	MAILING ADDRESS:	
	PHONE:	EMAIL:

SITE INFO	STREET ADDRESS: 18940 Lower Pleasant Ridge Road	
	PARCEL NUMBER: R36382-010	
	PARCEL SIZE: 12.391 acres	
	REQUESTED USE: Event Facility & Caretaker Residence (with ability to split separating future homesite from event center if required for a mortgage).	
	FLOOD ZONE (YES/NO) No	ZONING DISTRICT: Ag

FOR DSD STAFF COMPLETION ONLY:

CASE NUMBER <u>CU2025-0001</u>	DATE RECEIVED: <u>01/23/2025</u>
RECEIVED BY: <u>A. Lewter</u>	APPLICATION FEE: <u>\$950.00</u> (CK) MO CC CASH



RECEIVED
JAN 14 2025

CONDITIONAL USE PERMIT
PUBLIC HEARING - CHECKLIST

CONDITIONAL USE PERMIT - CCZO Section 07-07-05

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

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

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

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

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

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

STANDARDS

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

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

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

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

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

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

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? Caretaker and special event center will utilize existing well

2. **SEWER (Wastewater)** Individual Septic Centralized Sewer system
 N/A – Explain why this is not applicable: will comply with SWDH standards for porta potties based on attendance

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:** N/A
 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)

RESIDENTIAL USES

1. NUMBER OF LOTS REQUESTED:

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

2. FIRE SUPPRESSION:

- Water supply source: We will meet the standards of the fire

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 8:00 AM to 10:30 pm
 Tuesday 8:00 AM to 10:30 pm
 Wednesday 8:00 AM to 10:30 pm
 Thursday 8:00 AM to 10:30 pm
 Friday 8:00 AM to 10:30 pm
 Saturday 8:00 AM to 10:30 pm
 Sunday 8:00 AM to 10:30 pm

3. WILL YOU HAVE EMPLOYEES? Yes If so, how many? 1 full time, plus as needed part-time help No

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

Height: 3 ft Width: 4 ft. Height above ground: _____ ft

What type of sign: _____ Wall Freestanding _____ Other A-FRAME ON Days OF A EVENT

5. PARKING AND LOADING:

How many parking spaces? 150

Is there is a loading or unloading area? Yes

Brandon Giannini Event Center

Operation Plan to include:

- **Time Requirements:** Perpetual
- **Commencement of Operations:** The intent is to start within one year of approval, but will meet ordinance requirements for commencement at a minimum.
- **Hours of Operation: Monday thru Sunday Arriving 8:00am - Departing by 10:30PM**
- **Noise Levels:** decibels have not been calculated. Have discussed music levels with neighbors and will work with neighbors so as to not be a nuisance, but still provide a workable event center venue.
- **Dust Levels:** no dust anticipated from event venue or caretaker residence.
- **Air and Water Quality:** No change in air or water quality.
- **Raw Material Delivery: N/A** - No raw materials will be delivered.
- **Finished Product and Marketing: N/A**
- **Site Improvements:** Existing buildings will be improved. If required building permits will be obtained and brought up to code. New construction of additional event facility structures could be added in the future, but not necessary at this time. A caretaker residence for 24/7 security and maintenance will be necessary and constructed when needed.
- **Public and Private Facilities:** This is a private event center in which invited members of the public will attend.
- **Public Amenities:** No public amenities.
- **Infrastructure:** No infrastructure necessary.

December 18, 2024

Dear Neighbor,

I am your new neighbor, Brandon Giannini. I recently purchased this parcel from the late Mr. Hacker's family. I have had many friends share with me memories about weddings they attended on this property. However, a conditional use permit for a Special Events Facility is required for this use. So I am in the process of preparing to submit an application for that permit on this property to Canyon County Development Services Department (DSD).

One of the requirements necessary prior to submitting the application is to hold a "neighborhood meeting" and to provide information about the request, give you the opportunity to ask questions, and to hear any concerns before we submit the application. This is our opportunity to work together so that we can hopefully work out any issues ahead of time. (Canyon County Zoning Ordinance § 07-01-15).

Please note – this is a neighborhood meeting and 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 should receive an official notification from Canyon County DSD regarding the public hearing (with the Planning & Zoning Commission) via postal mail, newspaper publication, and/or a display on the property for which the Conditional Use Permit.

The Neighborhood Meeting details are as follows:

Date: Wednesday 8 January 2025

Time: 7-8 pm

Location: 18514 Upper Pleasant Ridge Rd. Caldwell

The project is summarized below:

Parcel Numbers: R36382-010

Site Location: 18940 Lower Pleasant Ridge Rd. Caldwell

Proposed access: Existing access(s) off of Lower Pleasant Ridge Rd.

Total acreage devoted to special event facility: Approximately 5 acres

Total land acreage: +12.4 acres

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

A note DSD would like us to share: Please do not call Canyon County Development Services regarding this meeting. This is a PRE- APPLICATION requirement, and we have not submitted the application for consideration at this time. The County currently has no information on this project.

If you have any questions prior to the meeting, please contact Keri Smith with Treasure Valley Planning at:

Phone: [REDACTED] **or by e-mail:** [REDACTED]

Sincerely,

Brandon Giannini

Account	OwnerName
R36359010	CORNING DALE I
R36359011	PARK BENJAMIN J
R36366	SCHNEIDER RONALD G
R36367	HEINBACH ROGER DEAN
R36382010	GIANNINI BRANDON
R36382011	FILLMORE JACOB P
R36382012	L AND J INVESTMENT IDAHO LLC
R36409	MARROQUIN JUAN MANUEL
R36409010	FARMLAND RESERVE INC
R36410010	FARMLAND RESERVE INC
R36413	BENKE BRADLEY K
R36415	WELLMAN BRAD
R36416012	STUTZMAN JESSICA L

Address	City	State	ZipCode
19004 LOWER PLEASANT RIDGE RD	CALDWELL	ID	83607
16582 MARAVILLA PL	CALDWELL	ID	83607
20240 PINTO RD	CALDWELL	ID	83607
19094 LOWER PLEASANT RIDGE RD	CALDWELL	ID	83607
16207 PLOW AVE	CALDWELL	ID	83607
18954 LOWER PLEASANT RIDGE RD	CALDWELL	ID	83607
3214 E HOMEDALE RD	CALDWELL	ID	83607
18793 LOWER PLEASANT RIDGE RD	CALDWELL	ID	83607
PO BOX 511196	SALT LAKE CITY	UT	84151-1196
PO BOX 511196	SALT LAKE CITY	UT	84151-1196
19222 UPPER PLEASANT RIDGE	CALDWELL	ID	83607
19027 LOWER PLEASANT RIDGE RD	CALDWELL	ID	83607
19716 COUNTRY VIEW LN	CALDWELL	ID	83607

CANYON COUNTY LISTING - R36382010- 600 feet
December 16, 2024



PROPERTY LISTING DISCLAIMER

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.

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: 18940 Lower Pleasant Ridge Rd	Parcel Number: R36382-D1D	
City: Caldwell	State: ID	ZIP Code: 83609
Notices Mailed Date: Dec 18, 2024	Number of Acres: ^{Approx 9 acres of} 12.4ac	Current Zoning: Ag
Description of the Request: CUP for Special Events Facility		

APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: Brandon Giannini		
Company Name:		
Current address: 13937 Indiana Ave		
City: Nampa	State: ID	ZIP Code: 83651
Phone: [REDACTED]	Cell:	Fax:
Email:		

MEETING INFORMATION

DATE OF MEETING: Jan 8, 2025	MEETING LOCATION: 18940 Lower Pleasant Ridge Rd
MEETING START TIME: 7pm	MEETING END TIME: 8pm

ATTENDEES:

NAME (PLEASE PRINT)	SIGNATURE:	ADDRESS:
1. Nick Stutzman	<i>Nick Stutzman</i>	19716 COUNTRY VIEW Ln
2. Dale Corning	<i>Dale Corning</i>	19004 Lower Pleasant Ridge Rd
3. MARNIE FILLMORE	<i>M. Fillmore</i>	18954 LOWER PLEASANT RIDGE RD
4. Jake Fillmore	<i>Jake Fillmore</i>	18954 Lower Pleasant Ridge Rd
5. Juan, Anita	<i>Marroquin</i>	18793 Lower Pleasant Ridge Rd
6.		
7.		
8.		
9.		

- | |
|-----|
| 12. |
| 13. |
| 14. |
| 15. |
| 16. |
| 17. |
| 18. |
| 19. |
| 20. |

NEIGHBORHOOD MEETING CERTIFICATION:

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

APPLICANT/REPRESENTATIVE (Please print):

Brandon Gilmairi

APPLICANT/REPRESENTATIVE (Signature): Brandon Gilmairi

DATE: 01 / 08 / 2023

Canyon County Planning & Zoning Commission
c/o Development Services Department
111 N 11th Ave.
Caldwell, ID 83605

January 13th, 2025

Subject: Letter of Intent for Special Event Facility with Caretaker Residence

To the Planning & Zoning Commission,

We are pleased to submit this Letter of Intent to establish a special event facility with a caretaker residence located at 18940 Lower Pleasant Ridge Road or parcel number R36382-010. There will be 59 events per year or less with a maximum of 300 people per event. The hours of operation will be 8:00am to 10:30pm.

The original owners of this property that developed the existing historic looking buildings operated the property as a wedding venue. Many weddings and class reunions were hosted on this private property over nearly two decades; however they never applied for the appropriate permitting. It's our intent to obtain all required permits and bring the property back up to the highest quality standards and venue.

This proposal aligns with the Canyon County Zoning Ordinance 07-10-27 Land Use Matrix that a Special Events Facility is a Conditional Use Permit (CUP) in an Ag zone. Also listed as a permitted use is a Caretaker residence. Both uses are consistent with the goals and policies outlined in the 2030 Canyon County Comprehensive Plan.

The property currently includes existing farmland and an arena (does not and will not meet the definition of a Commercial Arena that requires a CUP). The farmland will continue to be farmed and the arena will be improved for uses as allowed by the zoning ordinance in keeping with the western heritage of the County. The future caretaker will also be responsible for security and maintenance of both allowed uses.

CCZO 07-02-03: DEFINITIONS ENUMERATED:CARETAKER: A person properly designated to watch over property for security or maintenance.

If the proposed uses are approved, a split of the property may be necessary for mortgage purposes. The property was apart of LS2004-360, which divided an original parcel into 2 parcels; thus if the property does require a split for financing approval we request acknowledgement of utilizing the administrative land division process since the division would meet the exceptions identified within the subdivision ordinance.

Purpose and Scope of Use

The proposed special event facility will host a variety of community-centered and agricultural-related activities, including:

- Weddings and community gatherings,
- Small community-focused events that would include vendors,
- Reunions and retirement-type events, and
- Activities for organizations like Boy/Girl Scouts and other educational purposes.

These uses are permitted in the "A" (Agriculture) zone and align with the objectives of promoting agritourism, economic development, and agricultural sustainability within Canyon County.

Additionally, we request approval for the inclusion of a caretaker residence on-site. This residence will ensure that designated personnel are present to provide 24-hour care of the facility and to maintain security for the property. As the property owner, I intend to build my home on this property, but I also own and operate a long standing Canyon County business, G&S Excavation. G&S Excavation is my full time job, but the opportunity to make this property available to the community for special events was exciting. That being said, we understand that these types of endeavors require daily maintenance and care, let alone the special attention during events, being a good steward of the farmland and maintaining an arena. Thus the need for the caretaker residence. This residence will be used to incentivize employee hiring and retention for this planning, security and maintenance position.

Alignment with the Comprehensive Plan

The project supports multiple goals of the 2030 Canyon County Comprehensive Plan, including but not limited to:

Property Rights: G1.02.00 Acknowledge the responsibilities of each property owner as a steward of the land, use their property wisely, maintain it in good condition and preserve it for future generations without becoming a public nuisance.

Community and Land Use: G4.02.00 Ensure that growth maintains and enhances the unique character throughout the County.

Community and Land Use: P4.03.02 Encourage the development of individual parcels and subdivisions that do not fragment existing land use patterns.

Community and Land Use: P4.03.03 Recognize that each land use application is unique and that agricultural and non-agricultural uses may be compatible and co-exist in the same area and in some instances may require conditions of approval to promote compatibility.

Community and Land Use: P4.04.01 Support development in locations where services, utilities, and amenities are or can be provided.

Community and Land Use: P4.04.02 Align planning efforts in areas of city impact.

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

Transportation: A8.02.01a Require all new developments to be accessible and regularly maintain roads for fire protection and emergency service purposes.

Housing: P11.04.01 Accommodate a supply of farmworker housing and allow farmworker housing as accessory uses on agricultural properties.

Agriculture: P12.01.04 Prioritize the protection of agriculture and farmlands in Canyon County as an essential part of the County's economy, identity, and sense of place.

Agriculture: P12.04.01 Encourage new development adjacent to agricultural areas to be designed to

minimize conflicts with adjacent agricultural uses

Access

Legal access exists for the property; however, the approach will be upgraded to meet commercial standards as required by Canyon Highway District No. 4. Traffic impacts are expected to be minimal, and parking will comply with county and highway district regulations for off street parking. 150 parking spaces are planned for the event facility.

Compatibility and Community Benefits

The proposed facility will not adversely impact surrounding properties or alter the rural character of the area. Measures will be implemented to mitigate potential concerns related to noise from the events by enforcing reasonable quiet hours, and reducing noise based on attendance (as suggested by neighbors during the community meeting). Another concern identified was possible safety issues related to possible intoxicated drivers. A part of this application is to have a full-time caretaker. Part of this person's responsibility will be to be on site and ensure appropriate measures are enforced by the holder of the license for

beverages. Furthermore, the addition of the caretaker residence ensures continuous oversight, contributing to property security and event oversight.

Conclusion

We are committed to enhancing the local community through this project, providing an innovative and sustainable venue that highlights the region's agricultural heritage. We believe this initiative will foster economic growth, encourage agritourism (through use of the arena as an allowed use), and align with the vision set forth in Canyon County's Comprehensive Plan for economic development, property rights, community design and agriculture.

Thank you for considering our proposal. We look forward to working collaboratively to bring this project to fruition. Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "Brandon Giannini". The signature is written in a cursive style with a large initial 'B'.

Brandon Giannini

Property Owner & Manager of G&S Excavation



AGENCY ACKNOWLEDGMENT

Date: _____

Applicant: Brandon Glannini

Parcel Number: R30389-D10

Site Address: 18940 Lower Pleasant Ridge Rd

OFFICIAL USE ONLY BELOW THIS LINE - ACKNOWLEDGMENT ACTION:

Southwest District Health:

Applicant submitted/met for official review.

Date: 01/22/2024 Signed: _____

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

Fire District:

Applicant submitted/met for official review.

Date: 1/9/2025 Signed: _____

District: Caldwell

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

Highway District:

Applicant submitted/met for official review.

Date: 1/9/25 Signed: _____

District: Canyon Highway Dist 11

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

Irrigation District:

Applicant submitted/met for official review.

Date: 1/9/25 Signed: _____

District: Pioneer

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

Area of City Impact:

Applicant submitted/met for official review.

Date: 09 Feb 2025 Signed: _____

City: Greenleaf

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

Received by Canyon County Development Services:

Date: _____ Signed: _____

Canyon County Development Services Staff

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

18940 lower pleasant ridge

Write a description for your map.



>59 events a year
 Music turns off at or before 10pm
 Party departs by 10:30pm
 Clean up crew departs by 12am
 Max of 300 occupancy

2024-035560

RECORDED

11/01/2024 02:06 PM

RICK HOGABOAM
CANYON COUNTY RECORDER

Pgs=5 PBRIDGES

\$45.00

TYPE: MTG D OF T

TITLEONE BOISE

ELECTRONICALLY RECORDED

ACCOMMODATION



TitleOne
a title & escrow co.

Deed of Trust

Order No. 24525215

This deed of trust, dated 11/1/2024 between **Brandon Giannini, an unmarried man**, herein called Grantor, whose address is **16207 Plow Ave, Caldwell, ID 83607**, and **Secured Land Transfers LLC, dba TitleOne**, herein called Trustee, and **Tom Giannini**, herein called Beneficiary, whose address is 20421 Maggard Ln, Caldwell, Idaho 83607.

Witnesseth that Grantor does hereby irrevocably grant, bargain, sell, and convey to Trustee, in trust with power of sale, that property in the county of **Canyon, Idaho**, described as follows, and containing not more than eighty acres:

A portion of the South Half of the Southwest Quarter of the Southwest Quarter of Section 24, Township 4 North, Range 4 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Southwest corner of said South Half of the Southwest Quarter of the Southwest Quarter, also being the Southwest corner of said Section 24; thence North 0°27'48" West along the West boundary of said Section 24 a distance of 662.43 feet to the Northwest corner of said South Half of the Southwest Quarter of the Southwest Quarter; thence South 89°50'01" East along the North boundary of said South Half of the Southwest Quarter of the Southwest Quarter a distance of 805.65 feet; thence South 2°02'33" East a distance of 662.97 feet to a point on the South boundary of said South Half of the Southwest Quarter of the Southwest Quarter; thence North 89°49'39" West along said South boundary a distance of 823.93 feet to the POINT OF BEGINNING.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of **Five Hundred Sixty Four Thousand Five Hundred Seventy Nine Dollars and Sixty Seven Cents (\$564,579.67)**, with final payment due **10/01/2027** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein

representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under a fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses, of this Trust. In Addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure to pay shall constitute a default under this Trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above-described promissory note.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligations hereof, may; make or do the same in such manner and such an extent as either may deem necessary to protect this security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers or beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability, therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: Reconvey all or any part of said

- property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The Grantee in such reconveyance may be described as 'the person or persons legally entitled thereto.'
 5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor 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 such default, Beneficiary 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 said property or any part thereof, in his 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 and indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, 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.
 6. IF ALL OR ANY PART OF THE SUBJECT REAL PROPERTY, OR AN INTEREST THEREIN IS SOLD, TRANSFERRED, OR CONTRACTED TO BE SOLD OR TRANSFERRED IN THE FUTURE BY AGREEMENT WITHOUT THE BENEFICIARY'S PRIOR WRITTEN CONSENT, EXCLUDING A TRANSFER BY DEVISE, DESCENT OR OPERATION OF LAW UPON THE DEATH OF THE GRANTOR, BENEFICIARY MAY, AT BENEFICIARY'S OPTION, DECLARE ALL SUMS SECURED BY THIS DEED OF TRUST TO BE IMMEDIATELY DUE AND PAYABLE. IF THE BENEFICIARY SHALL WAIVE THE OPTION TO ACCELERATE AS PROVIDED BY ACCEPTING IN WRITING AN ASSUMPTION AGREEMENT OF THE SUCCESSOR IN INTEREST, BENEFICIARY SHALL THEN RELEASE GRANTOR UNDER THIS DEED OF TRUST AND THE NOTE.
 7. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, 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 its Deed conveying the property so sold, but without any covenant or warranty expressed or implied. The recitals in such Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale. After deducting such costs, fees and expenses, of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
 8. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.
10. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Remainder of this page intentionally left blank.

Brandon Giannini
Brandon Giannini

State of Idaho, County of Canyon, ss.

On this 1 day of November, in the year of 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Brandon Giannini, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same.

Jill Farwell
Notary Public

Residing In:

My Commission Expires:

Residing in Wilder, Idaho
Commission Expires: 04/05/2025





Canyon County Development Services
 111 North 11th Avenue, #310
 Caldwell, Idaho 83605
www.canyoncounty.id.gov
 208-454-7458

AFFIDAVIT OF LEGAL INTEREST

I, Brandon Giannini, 18940 Lower Pleasant Ridge
 (name) (address)
Caldwell, Idaho 83607
 (city) (state) (zip code)

being first duly sworn upon oath, depose and say:

1. That I am the owner of record of the property described on the attached application and I grant my permission to Treasure Valley Planning OR Connie Giannini
Keri K. Smith, 17741 Linden Ln Caldwell
 (name) (address)

to submit the accompanying application pertaining to the subject property.

2. I agree to indemnify, defend and hold Canyon County and its employees harmless from any claims to liability resulting from any dispute as to the statements contained herein or as to the ownership of the property, which is the subject of the application.

Dated this 9th day of January, 20 25.

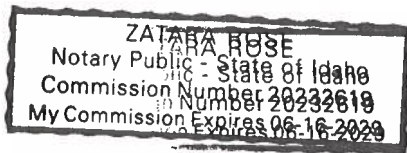
Brandon Giannini
 (signature)

STATE OF IDAHO)

ss

COUNTY OF CANYON)

On this 9 day of January, in the year 20 25, before me Zatara Rose,
 a notary public, personally appeared Brandon Giannini, personally known
 to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that
 he/she executed the same.



Notary: Zatara Rose

My Commission Expires: 06/16/2029

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: 84488

Date: 1/23/2025

Date Created: 1/23/2025

Receipt Type: Normal Receipt

Status: Active

Customer's Name: Brandon Giannini

Comments: CU2025-0001

Site Address: 18954 LOWER PLEASANT RIDGE RD, Caldwell ID / Parcel Number: 36382011 0

CHARGES

<u>Item Being Paid For:</u>	<u>Application Number:</u>	<u>Amount Paid:</u>	<u>Prevs Pymnts:</u>	<u>Unpaid Amnt:</u>
Planning - Conditional Use Permit	CU2025-0001	\$950.00	\$0.00	\$0.00

Sub Total: \$950.00

Sales Tax: \$0.00

Total Charges: \$950.00

PAYMENTS

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Check	1203	\$950.00

Total Payments: \$950.00

ADJUSTMENTS

Receipt Balance: \$0.00