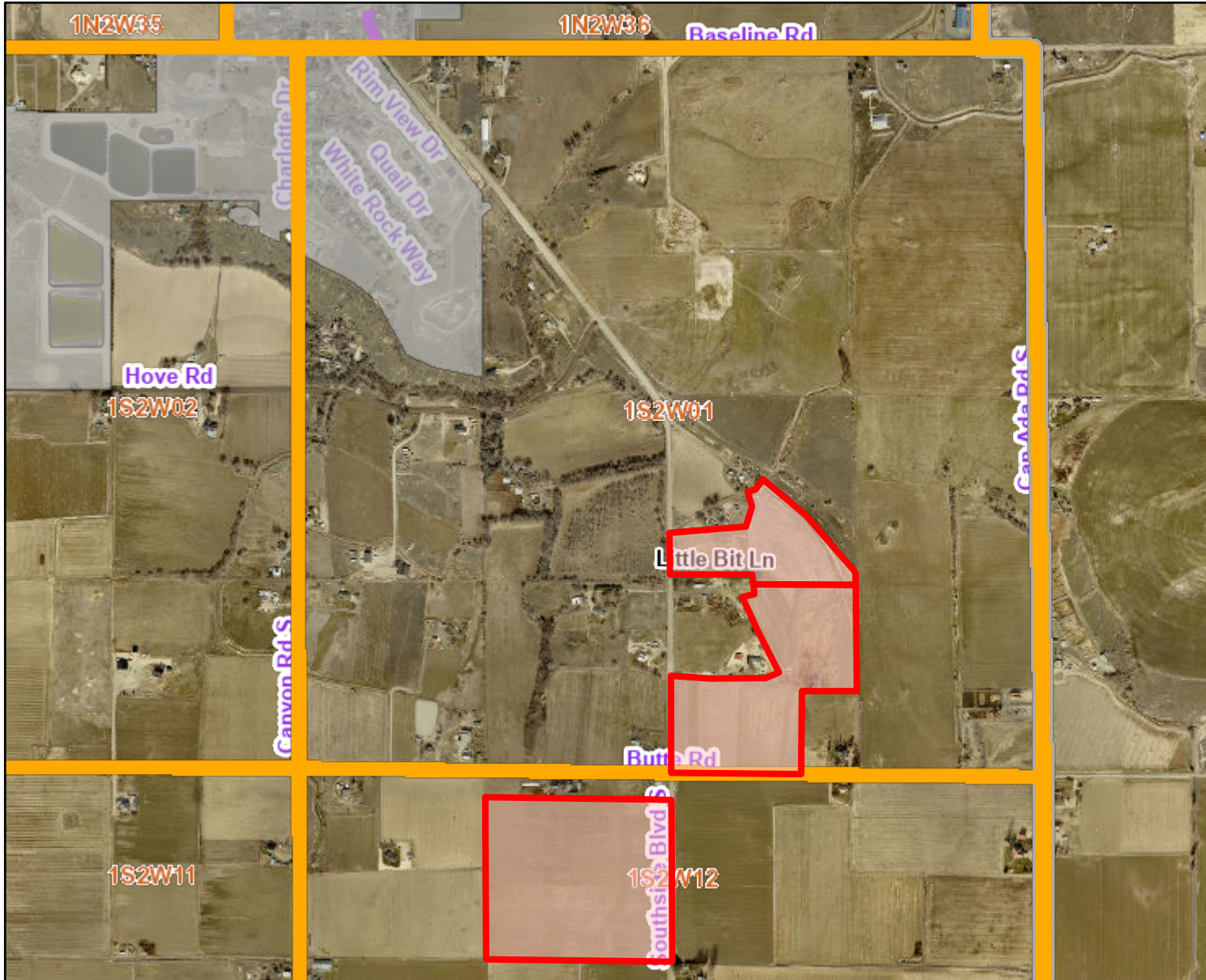










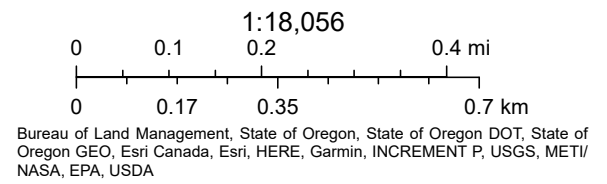


Canyon County, ID Web Map



2/13/2025, 2:25:24 PM

- | | | |
|--|---|---|
|  Multiple Parcel Search_Query result |  Sections | Imagery_2022 |
|  County Boundary |  CC_PrivateRoads |  Red: Band_1 |
|  Current Impact Area | ITDFunctionalClassification |  Green: Band_2 |
|  City Limits |  Major Collector |  Blue: Band_3 |





ZONING AMENDMENT PUBLIC HEARING - MASTER APPLICATION

PROPERTY OWNER	OWNER NAME: <u>Cleon & Patti Hoagland</u>
	MAILING ADDRESS: <u>P.O. Box 1166, Melba, ID 83641</u> [REDACTED]
<p>I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If the owner(s) is a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.</p>	
<p>Signature: <u>Cleon Hoagland</u> <u>Patti Hoagland</u> Date: <u>2/12/25</u></p>	

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

SITE INFO	STREET ADDRESS: <u>TBA Southside Blvd S., Melba, ID</u>	
	PARCEL NUMBER: <u>R28146010, R28146010D, R28279010</u>	
	PARCEL SIZE: <u>11.94, 24.92, 33.87</u>	
	CHECK THE APPLICABLE APPLICATION TYPE:	
	<input type="checkbox"/> REZONE	<input checked="" type="checkbox"/> CONDITIONAL REZONE WITH DEVELOPMENT AGREEMENT
	CURRENT ZONING: <u>A9</u>	PROPOSED ZONING:
FLOOD ZONE (YES/NO) <u>(NO)</u>	ZONING DISTRICT: <u>Canyon County</u>	

FOR DSD STAFF COMPLETION ONLY:

CASE NUMBER: <u>CR2025-0002</u>	DATE RECEIVED: <u>2-13-25</u>
RECEIVED BY: <u>LISTER</u>	APPLICATION FEE: <u>1462</u> () CK MO CC CASH

1299



ZONING AMENDMENT

PUBLIC HEARING - CHECKLIST

Zoning Amendment/Conditional Rezone CCZO Section 07-06-05/07-06-07
Check the applicable application type:
<input type="checkbox"/> Rezone
<input checked="" type="checkbox"/> 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.	✓	
Letter of Intent (see standards on next page)	✓	
Land Use Worksheet	✓	
Neighborhood Meeting form was completed and signed	✓	
Completed Agency Acknowledgement form including:	✓	
Southwest District Health	✓	
Irrigation District	✓	
Fire District	✓	
Highway District/Idaho Transportation Dept	✓	
Area of City Impact (If applicable)	✓	
Conditional Rezone:		
Proposed conditions of approval and/or Concept Plan (can be a draft survey/draft preliminary plat/drawing)	✓	
Deed or evidence of property interest to the subject property	✓	
Fee: \$ 950 Rezone \$1,400 Conditional Rezone \$2,800 Text Amendment		
Fees are non-refundable		

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

REZONE OPTION:

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

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

Applicant/Owner: Elson Hoagland / Patti Hoagland Date 2/13/25

DSD Planner: _____ Date _____

SUBMITTAL STANDARDS

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

CLEON & PATTI HOAGLAND

LETTER OF INTENT

CANYON COUNTY DEVELOPMENT SERVICES

We are requesting a conditional rezone with development agreement for parcels: R28146010 11.94 ac., R28146010 D 24.92 ac. Both parcels are within the Melba city impact zone for a combined 36.86 ac. Also, parcel #R28279010, 33.87 ac., just across Butte rd. and to the southwest, adjacent to Melba city impact zone and is approx. a ½ mile of the Melba city limits.

Parcel R28146010 (11.94 ac) is currently split into 2 fields with an irrigation easement dividing them and an approved private county lane (Little Bit Ln) that will allow access off Southside Blvd S to 3 lots if approved.

The west lot of parcel R28146010, lot A1, would be approx. 3.95 ac, of which has very rocky and shallow soil with large areas of solid rock protruding up out of the ground and areas of non-irrigated and non-farmable acreage. We had to blast through 3 different solid rock patches to get a water line up to a house above this field which we used to own. The east side of this parcel would be lot A2, of approx. 7.985 ac. This field has not been farmed for at least the last 5 yrs. It is odd shaped and extremely rocky ground. It has never been a productive field.

Parcel R28146010D (24.92 ac) consist of 3 different fields of irrigated pasture. Prior to us putting wheel lines in, it consisted of 5 smaller fields. None bigger than 6 or so acres. It also has solid rock protruding up out of the ground in several places. Portions of this parcel have slopes, large out cropping of solid lava rock and locust trees on it. Within parcel B3, on the west side, it has a little odd shaped pasture of approx. 3 ac. that is irrigated with a K-line. On the east side of the parcel there are many outcroppings of rock protruding through the surface of the ground. It also has a large rock pile with locust trees within it. It is currently irrigated with a short wheel line. The rest of B1 and B2 are irrigated with a wheel line. There are also areas in these parcels that I do not irrigate due to soil conditions.

We are proposing 5 lots, lot A1-3.95 ac, lot A2-7.985 ac, lots B1 & B2-6.957 and lot B3 10.97 ac. Out of the 5 lots requested, only one lot would be smaller than 5 ac. That would be lot A1. All other lots proposed are larger than what the current Canyon County and Melba city comprehensive plans call for.

Lots A1, A2 & B3 would be accessed off Southside Blvd S onto a previously approved Little Bit Lane. Lots B1 & B2 would have shared access off Butte rd. Our request and road access will

have a minimal impact on the current traffic pattern and any future development. A road agreement and irrigation plan have been drafted and submitted with our application packet.

Parcel #R28279010 (33.87 ac) We are also requesting a Conditional Rezone with Development agreement. We are proposing 3 parcels (C1, C2 & C3) of 11.29 ac each with individual access off Southside Blvd S. This parcel currently is adjacent to the Melba city impact zone and is approx. within a ½ mile of the city limits.

This parcel will be divided into 3 east to west lots to meet current irrigation configuration system. Parcel C is currently irrigated by a gravity fed wheel line system. Water is supplied approx. 2100 ft to the north, along the eastside of Southside Blvd S. from a diversion point on the Midway canal into an underground mainline. At best I can get around 20psi from this system. Also, within this parcel, on top of a hill, approx. in the middle, is considered "High Ground" by the Boise-Kuna irrigation district and does not have a water right for approx. 2 +/- ac. This hill and several other areas within this whole parcel consist of rocky ground and extremely shallow soil.

The requested lots for Parcel C are also over twice the size that the current Canyon County Comprehensive plan calls for.

Our request will have a minimal impact on the current traffic pattern and any future development.

We thank you for your consideration of our request and hope you find our application in compliance and approve our request.

Thank You

Cleon Hoagland / Patti Hoagland date 2/12/25

Cleon & Patti Hoagland
PO Box 166
Melba, ID 83641

LAND USE WORKSHEET

PLEASE CHECK ALL THAT APPLY TO YOUR REQUEST:

GENERAL INFORMATION

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

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

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

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

5. **ACCESS:**
 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)

midway canal and Lyons canal

RESIDENTIAL USES

1. NUMBER OF LOTS REQUESTED:

- Residential 8 Commercial _____ Industrial _____
 Common _____ Non-Buildable _____

2. FIRE SUPPRESSION:

- Water supply source: _____

3. INCLUDED IN YOUR PROPOSED PLAN?

- Sidewalks Curbs Gutters Street Lights None

NON-RESIDENTIAL USES

1. SPECIFIC USE: _____

2. DAYS AND HOURS OF OPERATION:

- Monday _____ to _____
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday _____ to _____
 Saturday _____ to _____
 Sunday _____ to _____

3. WILL YOU HAVE EMPLOYEES? Yes If so, how many? _____ No

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

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

What type of sign: _____ Wall _____ Freestanding _____ Other

5. PARKING AND LOADING:

How many parking spaces? _____

Is there is a loading or unloading area? _____

ANIMAL CARE-RELATED USES

1. MAXIMUM NUMBER OF ANIMALS: _____

2. HOW WILL ANIMALS BE HOUSED AT THE LOCATION?

Building Kennel Individual Housing Other _____

3. HOW DO YOU PROPOSE TO MITIGATE NOISE?

Building Enclosure Barrier/Berm Bark Collars

4. ANIMAL WASTE DISPOSAL

Individual Domestic Septic System Animal Waste Only Septic System

Other: _____

NEIGHBORHOOD MEETING INSTRUCTIONS

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

zoninginfo@canyoncounty.id.gov Phone: 208-454-7458 Fax: 208-454-6633



CANYON COUNTY ZONING ORDINANCE §07-01-15

Before submitting an application for a public hearing, these steps must be completed:

- (1) Applicants shall conduct a neighborhood meeting for any proposed variance, conditional use, zoning ordinance map amendment, expansion, or extension of nonconforming uses requiring a public hearing.
- (2) It shall be the sole duty of the applicant to provide written notice to all property owners or purchasers of record owning property within six hundred (600) feet of the exterior boundary of the property subject to the application. Notice of a neighborhood meeting shall be in addition to, and not combined with, notices already required by this chapter, and shall include the date, time, location and purpose of the meeting.
- (3) The purpose of the neighborhood meeting shall be to review the proposed project and discuss neighborhood concerns, if any.
 - A. The meeting shall not be on a holiday, a holiday weekend, or the day before a holiday.
 - B. The meeting shall be held at one of the following locations:
 1. On the property subject to the application;
 2. At a nearby available public meeting place including, but not limited to, a fire station, library, school, or community center; or
 3. At a location with suitable meeting facilities if such facilities are within a one (1) mile radius of the nearest public meeting place.
- (4) The neighborhood meeting shall be conducted prior to acceptance of the application by Development Services. The neighborhood meeting shall not be conducted earlier than six (6) months prior to the acceptance of the application, and shall be held no sooner than ten (10) calendar days from the mailing of the notice of the neighborhood meeting.
- (5) Each application for a public hearing shall include a form acceptable to the director, which requires the applicant to provide the starting and ending times of the neighborhood meeting and an attendance list, with names and addresses of those who attended the neighborhood meeting. (Ord.10-006, 8-16-2010)

Notice of Neighborhood Meeting

Pre-application requirement for a Public Hearing

Date:

Dear Neighbor,

We are in the process of presenting an application to Canyon County Development Services for a Conditional Rezone. One of the requirements necessary, prior to submission, is to hold a "Neighborhood Meeting" and provide information to our surrounding neighbors about our application; *Canyon County Zoning Ordinance 07-01-15*. This meeting for our surrounding neighbors is only for informational purposes. We would like to receive feedback from you, our neighbors, as we move through the land use application process with the county.

This neighborhood meeting is **not** a public hearing before a governing body of Canyon County. Once our application has been submitted to the county's Development Services Department, only then, will a public hearing date be scheduled. Also, only after our application is accepted and a public hearing is scheduled with a confirmed date by the county, will the surrounding neighbors receive an official notification from the county via postal mail. The notice will also appear in a newspaper publication and a sign will be displayed on the parcel notifying the public of a county Planning and Zoning land use hearing for our application.

The Neighborhood Meeting details are as follows:

Date: February 5, 2025

Time: 9:00-9:45 am

Location: Corner of Southside Blvd S and Butte rd.

Property description: Corner Pasture

The project is summarized below:

Site Location: TBA Southside Blvd S & Butte rd.

Proposed access: Southside Blvd S and Butte rd.

Total acreage: 70 (+/-) ac.

Proposed lots: 8

We look forward to our neighborhood meeting and encourage you, as neighbor, to attend. During our meeting, we will answer any questions you may have. Please note, the county regarding this meeting or our application as the meeting is a PRE-APPLICATION requirement; we have not submitted the application to the county for consideration at this time.

Feel free to contact me at 

Sincerely

NEIGHBORHOOD MEETING SIGN-UP

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

zoninginfo@canyoncounty.id.gov Phone: 208-454-7458 Fax: 208-454-6633



NEIGHBORHOOD MEETING SIGN UP SHEET CANYON COUNTY ZONING ORDINANCE §07-01-15

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

SITE INFORMATION

Site Address: TBA Southside Blvd S + Butte rd	Parcel Number: R28146010, R28279010 R28146010B
City: Melba	State: Idaho ZIP Code: 83641
Notices Mailed Date: Jan 21, 2025	Number of Acres: 70 Current Zoning: Ag
Description of the Request: Conditional Rezone with Ag Development Agreement	

APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: Cleon + Patti Hoagland
Company Name:
Current address: P.O. Box 166
City: Melba, State: ID ZIP Code: 83641
Phone: [REDACTED] Cell: Fax:
Email:

MEETING INFORMATION

DATE OF MEETING: Feb 5, 2025	MEETING LOCATION: Corner of Southside Blvd S + Butte rd on property	
MEETING START TIME: 9:00 AM	MEETING END TIME: 10:15 AM	
ATTENDEES:		
NAME (PLEASE PRINT)	SIGNATURE:	ADDRESS:
1. Samuel Temple	<i>[Signature]</i>	813 Southside Blvd S
2. Tim Carroll	<i>[Signature]</i>	854 Southside Blvd S
3.		
4.		
5.		
6.		
7.		
8.		
9.		

10.
11.
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):

Cleon Hoagland / Patti Hoagland

APPLICANT/REPRESENTATIVE (Signature): *Cleon Hoagland*
Patti Hoagland

DATE: 2 / 5 / 25

Copy
PARCEL_NO

PARCEL_NO	OwnerName	Address	City
R28146010	HOAGLAND CLEON	PO BOX 166	MELBA
R28148	X TUCKER ROBERT B	6751 HOVE RD	MELBA
R28148010	X WILSON ROBERT O	92 N WEDGWOOD DR	NAMPA
R28149010	- TUCKER ROBERT BIX	6751 HOVE RD	MELBA
R28150010	X FLINT BARTON NEIL	6764 BUTTE RD	MELBA
R28266010	X ALDER NORMAN CRAIG	6522 BASELINE RD	MELBA
R28279010	HOAGLAND CLEON	PO BOX 166	MELBA
R28280	X CUSSINS KARI ANN	6627 BUTTE RD	MELBA
R28146	HOAGLAND MARK WOOD LIFE ESTATE	746 SOUTHSIDE BLVD S	MELBA
R28146010D	HOAGLAND CLEON	PO BOX 166	MELBA
R28276010	X HAYS JAMES RONALD	2438 E HERBERT DR	BOISE
R28277	X KNAPP GRANT RUSSELL JR	1246 CANYON RD S	MELBA
R28279	- CUSSINS KARI ANN	6627 BUTTE RD	MELBA
R28143	X MENDIOLA-MOFFIS MARIA L	1222 W FAIRWOOD AVE	NAMPA
R28149	X SCHWAGER JAMES B AND CHRISTINA M TRUST	10605 ESTATE DR	BOISE
R28149010A	X TEMPLE DANIEL	813 SOUTHSIDE BLVD S	MELBA
R28149010A1	X KEARL FAMILY REVOCABLE TRUST	741 SOUTHSIDE BLVD S	MELBA
R28150	- HOAGLAND DELORES LIFE ESTATE	6740 BUTTE RD	MELBA
R28152	- TUCKER ROBERT B	6751 HOVE RD	MELBA
R28266	X ALDER JOSHUA E	1288 SOUTHSIDE BLVD S	MELBA
R28144010	X SWARTHOUT CLAUDE	4925 MOUNTAIN VIEW DR	BOISE
R28145	X 4S RANCH LLC	4925 MOUNTAIN VIEW DR	BOISE
R28146011	X DICE CHRISTINA ANN	690 SOUTHSIDE BLVD S	MELBA
R28146013	X LITLEDIKE TERRY L	6296 BUTTE RD	MELBA
R28147	X CARROLL TIMOTHY	854 SOUTHSIDE BLVD S	MELBA
R28264	- 4S RANCH LLC	4925 MOUNTAIN VIEW DR	BOISE
R28265	- 4S RANCH LLC	4925 MOUNTAIN VIEW DR	BOISE
R28278010	X FISHELL FAMILY TRUST	6893 BUTTE RD	MELBA

State	ZipCode
ID	83641
ID	83641
ID	83651-2182
ID	83641
ID	83641
ID	83641
ID	83641
ID	83641
ID	83641
ID	83641
ID	83641
ID	83706 //
ID	<u>83641</u>
ID	83641
ID	83651
ID	83709
ID	83641
ID	83641
ID	83641
ID	83641
ID	83641
ID	83641
ID	83704
ID	83704
ID	83641
ID	83641
ID	83641
ID	83704
ID	83704
ID	83641



AGENCY ACKNOWLEDGMENT

Date:

Applicant: Cleon and Patti Hoagland

Parcel Number: R28146010, R28146010R, R28279010

Site Address: TBD Southside Blvd S, Melba, ID 83641

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:

Applicant submitted/met for informal review.

Date: 0/13/2025 Signed:

Anthony Lee

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

Fire District:

Applicant submitted/met for informal review.

Date: 1-8-24 Signed:

[Signature]

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

District: Melba Fire Dept.

Highway District:

Applicant submitted/met for informal review.

Date: 1-8-25 Signed:

[Signature]

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

District: Nampa Hwy. Dist. #1

Irrigation District:

Applicant submitted/met for informal review.

Date: 1-9-2025 Signed:

[Signature]

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

District: Boise-Kuna Irrigation District
BK-970A

Area of City Impact

Applicant submitted/met for informal review.

Date: 1-9-2025 Signed:

[Signature]
City Clerk-Treasurer

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

APPLICATION-Acknowledgement Notice



Receipt No: _____	Date: _____
\$100 Fee: _____	Document No: _____

Parcel #: R28146010, R28146010D, R28279010 (Official Use Only) Acres: 70.73 total acres

Property Address: TBD Southside Blvd S. & Butter rd city Melba Zip Code 83641

Legal Description: Township 15 Range 2W Section 01, 12 County Canyon

Subdivision: _____ Lot _____ Block _____

Applicants Name: Cleon & Patti Hoagland Email: _____

Mailing Address: P.O. Box 166 Phone # _____

City: Melba State: ID Zip Code: 83641

Applicant is: Landowner Contractor Installer Other _____ Date: 11/13/25

Owners Name: N/A same as above

Mailing Address: _____ Phone #: _____

City: _____ State: _____ Zip Code: _____

The proposed use will be: Residential Commercial Agricultural

Is there an existing structure(s) on this parcel? Yes No

Letter of Intended Use provided? Yes No

The proposed change will be: Land Split Land Use Changes (i.e., zoning)
 Preliminary Plat Review Other (See below description of proposal)

Number of lots on the parcel (if applicable): 2/3/3

Property is located in: City Impact Zone County

Is the proximity of the structure to city sewer or central wastewater collection system 200 feet or less? Yes No

Water supply: Private Well Shared Well Public Water System

Description of proposal:
Asking to Rezone said above parcels from Ag to Rural Residential with conditional use

SIGNATURE: Cleon Hoagland / Patti Hoagland DATE: 11/13/25

By my signature above, I certify that all answers and statements on this application are true and complete to the best of my knowledge. I understand that should evaluation disclose untruthful or misleading answers, my application may be rejected or permit be delayed. SWDH does not guarantee conditions of approval by signing the application form. The applicant must apply for a subsurface sewage disposal system within one (1) year from the date of signature on this application.

RECORD OF SURVEY

A PORTION OF THE WEST 1/2 OF THE SOUTH-EAST 1/4 OF SECTION 1,
TOWNSHIP 1 SOUTH, RANGE 2 WEST, BOISE MERIDIAN,
LOCATED IN THE COUNTY OF CANYON, STATE OF IDAHO
2025

MAP 1

LEGEND

- FOUND 3/8" IRON PIN
- FOUND BRASS CAP MONUMENT
- SET 1/2" IRON PIN TAGGED 'LS 18811'
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- - - SECTION LINE
- - - EASEMENT LINE AS NOTED
- - - SURVEY TIE LINE

NARRATIVE
THE BASIS OF BEARINGS USED FOR THIS SURVEY WAS ESTABLISHED USING GPS OBSERVATIONS BETWEEN FOUND MONUMENTS ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, BOISE MERIDIAN, TOWNSHIP 1 SOUTH, RANGE 2 WEST, BOISE MERIDIAN, IDAHO. THE SURVEY WAS CONDUCTED IN THE PLANE COORDINATE SYSTEM OF 1983. WEST ZONE. ALL BEARINGS SHOWN ARE GRID AZIMUTH AND ALL DISTANCES SHOWN ARE TRUE GROUND DISTANCES SCALED FROM GRID.

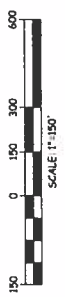
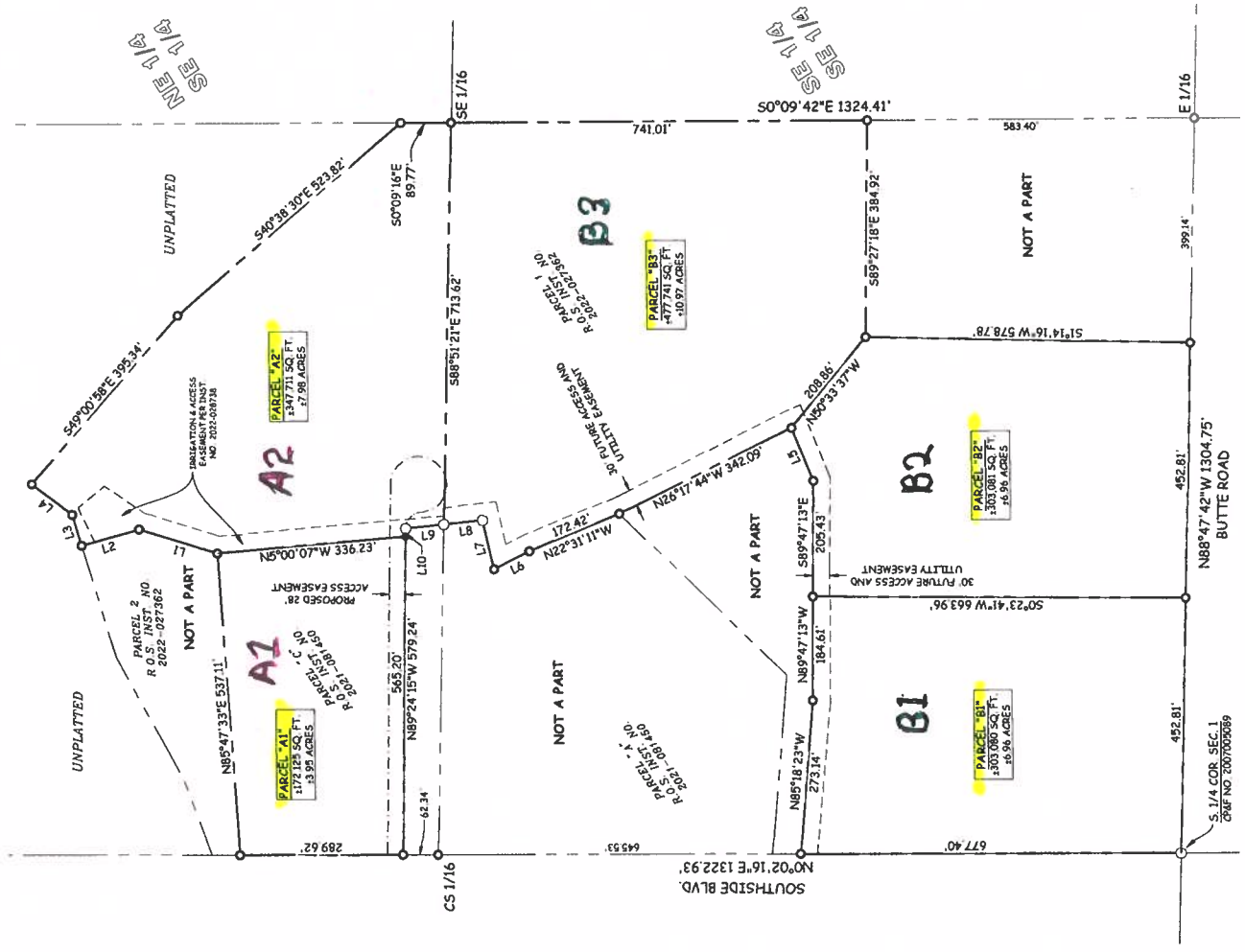
CERTIFICATE OF LAND SURVEYOR
I, JOHN S. GLENE, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH THE CURRENT LAWS OF THE STATE OF IDAHO PERTAINING TO PLATS AND SURVEYS.



JOHN S. GLENE LICENSE NO. 18811

PROJECT NO. 23-132
DATE 1/28/2025
SHEET NO. 1 OF 1

VALLEY LAND SURVEYING
PROFESSIONAL LIMITED LIABILITY COMPANY
5099 S. Valley St. Boise, ID 83709
www.valleylandsurveying.com
Phone: (208) 995-0081



LINE	BEARING	LENGTH
L1	N17°13'23"E	144.99
L2	N15°27'56"W	105.60
L3	N7°30'45"E	56.99
L4	N37°18'32"E	90.95
L5	N67°38'09"E	101.54
L6	N26°36'16"W	70.50
L7	N78°27'44"E	89.51
L8	S8°59'04"E	69.24
L9	S9°59'04"E	68.40
L10	S89°24'15"E	16.04

RECORD OF SURVEY

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 2 WEST, BOISE MERIDIAN, LOCATED IN THE COUNTY OF CANYON, STATE OF IDAHO.
2023



LEGEND

- FOUND 5/8\"/>
- FOUND BRASS COP MONUMENT
- SET 1/2\"/>
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE AS NOTED
- SURVEY TIE LINE

NARRATIVE

THE BASIS OF MEASUREMENTS FOR THIS SURVEY WAS ESTABLISHED USING GAS OPERATIONS BETWEEN FOUND MONUMENTS ON THE WESTLINE OF THE NW 1/4 OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 2 WEST, BOISE MERIDIAN, PROTECTED TO THE IDAHO STATE PLANE COORDINATE SYSTEM OF 1983. ALL DISTANCES SHOWN ARE GROUND DISTANCES SCALED FROM GASD. AZIMUTHS AND ALL DISTANCES SHOWN ARE TRUE GROUND DISTANCES SCALED FROM GASD.

CERTIFICATE OF LAND SURVEYOR
I, JOHN S. GENTRE, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF THE SURVEY, AND IS IN CONFORMITY WITH THE CURRENT LAWS OF THE STATE OF IDAHO PERTAINING TO PLATS AND SURVEYS.

JOHN S. GENTRE

LICENSE NO. 10811



PROJECT NO. 23-132
DATE 10/2/2023
SHEET NO. 1 OF 1
VALLEY LAND SURVEYING
PROFESSIONAL LAND SURVEYOR COMPANY
5099 S. Valley St. Boise, ID 83709
www.valleylandsurveying.com
Phone: (208) 261-2211

NOV 14 2023

SOUTHSIDE BLVD.

C-N17/6

N 1/4 COR. SEC. 12
T1S R2W B02S0

BUTTE ROAD
S18°47'E 1304.07'

110°11'17.73\"/>

S88°27'21\"/>

PARCEL 'A'
APPROXIMATE
11.13 ACERS

C1

S68°45'58\"/>

PARCEL 'B'
APPROXIMATE
10.21 ACERS

C2

N68°44'37\"/>

PARCEL 'C'
APPROXIMATE
11.12 ACERS

C3

S68°43'16\"/>

NOV 14 2023

S07°16'59\"/>

NOV 14 2023

N-W17/6

Upper 12 ac

A Parcels



ACCOMMODATION RECORDING

When recorded deliver to:

Givens Pursley LLP
c/o Samuel F. Parry
601 W. Bannock Street
Boise, Idaho 83702

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

2022-012392
RECORDED
03/07/2022 02:09 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=4 SCARDENAS \$15.00
TYPE: DEED
TITLEONE BOISE
ELECTRONICALLY RECORDED

CORRECTION QUITCLAIM DEED

This Correction Quitclaim Deed is given to correct, replace, and supersede, in its entirety, that certain Quitclaim Deed made by Grantor herein to Grantee herein, dated February 8, 2022 and recorded February 8, 2022, with the Canyon County Recorder as Instrument No. 2022-007161. This Correction Quitclaim Deed will correct and clarify the legal description set forth in the Quitclaim Deed referenced above.

FOR VALUE RECEIVED, Cleon Hoagland, an individual ("Grantor"), does hereby convey, release, remise and forever quitclaim unto Cleon Hoagland, the same individual ("Grantee"), all of Grantor's right, title and interest in and to that certain real property ("Property") located in Canyon County, Idaho, legally described on Exhibit A, attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the undersigned has caused Grantor's name to be hereunto subscribed this 4 day of March 2022.

GRANTOR:

Cleon Hoagland
Cleon Hoagland

STATE OF IDAHO)
) ss.
County of Ada)

On this 4th day of March 2022, before me, a Notary Public in and for said State, personally appeared Cleon Hoagland, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Sharon Neupert
Notary Public for the State of Idaho
Residing at Boise ID
My Commission expires: Feb 22, 2025

ACCOMMODATION RECORDING

When recorded deliver to:

Givens Pursley LLP
c/o Samuel F. Parry
601 W. Bannock Street
Boise, Idaho 83702

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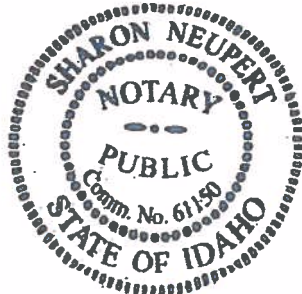
IN WITNESS WHEREOF, the undersigned has caused Grantor's name to be hereunto subscribed this 4 day of March 2022.

GRANTOR:

Cleon Hoagland
Cleon Hoagland

STATE OF IDAHO)
) ss.
County of Ada)

On this 4th day of March 2022, before me, a Notary Public in and for said State, personally appeared Cleon Hoagland, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Sharon Neupert
Notary Public for the State of Idaho
Residing at Boise ID
My Commission expires: Feb 22, 2025

EXHIBIT A



Client: Mark Hoagland
Date: August 16, 2021
Job No.:1221

PARCEL C DESCRIPTION

The following Describes a Parcel of Land being a portion of the NW 1/4 SE 1/4 of Section 1, Township 1 South, Range 2 West, Boise Meridian, Canyon County Idaho, and more particularly described as follows:

COMMENCING at the Southwest Corner of the W 1/2 SE 1/4.(South 1/4 corner of Section 1), which is Monumented with a found 5/8 inch Iron Pin with "No Cap"; From which, a found 5/8 inch Iron Pin with an illegible cap which is Monumenting the Southeast Corner of said W 1/2 SE 1/4 (E 1/16th Corner) of said Section 1 bears, South 89°19'41" East, 1304.71 feet;

Thence along the Westerly Boundary Line of said W 1/2 SE 1/4, North 00°30'01" West, 1322.86 feet to a found aluminum disk stamped "PLS 15352" marking the South West corner of said NW 1/4 SE 1/4, (Center south 1/16 corner);

Thence along the West boundary of said NW 1/4 SE 1/4, North 00°29'57" West, 62.34 feet to the POINT OF BEGINNING, marked with a set 5/8 inch diameter iron pin stamped " CLS PLS 7732";

Thence continuing along the West boundary of said NW 1/4 SE 1/4 , North 00°29'57" West, 289.66 feet to a set 5/8 inch diameter iron pin stamped " CLS PLS 7732";

Thence leaving said West boundary, North 85°15'29" East, 512.09 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 4998";

Thence North 17°34'33" West, 220.02 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 4998";

Thence North 72°31'54" East, 165.54 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 944";

Thence North 36°47'36" East, 90.93 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 944";

Thence South 49°34'08" East, 395.28 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 944";

Thence South 41°10'46" East, 523.86 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 944" marking the East line of said W 1/2 SE 1/4;

Thence along said East line, South 00°39'15" East, 89.76 feet to a found 5/8" Iron Pin with No Cap marking the South East corner of the NW 1/4 SE 1/4, (Southeast 1/16 corner);

Thence along the South boundary of said NW 1/4 SE 1/4, North 89°23'28" West, 713.61 feet to a set 5/8" Iron Pin with Plastic Cap "CLS PLS 7732";

623 11th Ave. South, Nampa, ID 83651 T. (208) 442-0115 C. (208) 608-2510 rgray.cls@gmail.com

COMPASS LAND SURVEYING, PLLC

Mark Hoagland-1221\Survey\Descriptions\Parcel C.doc

Page 2 of 2

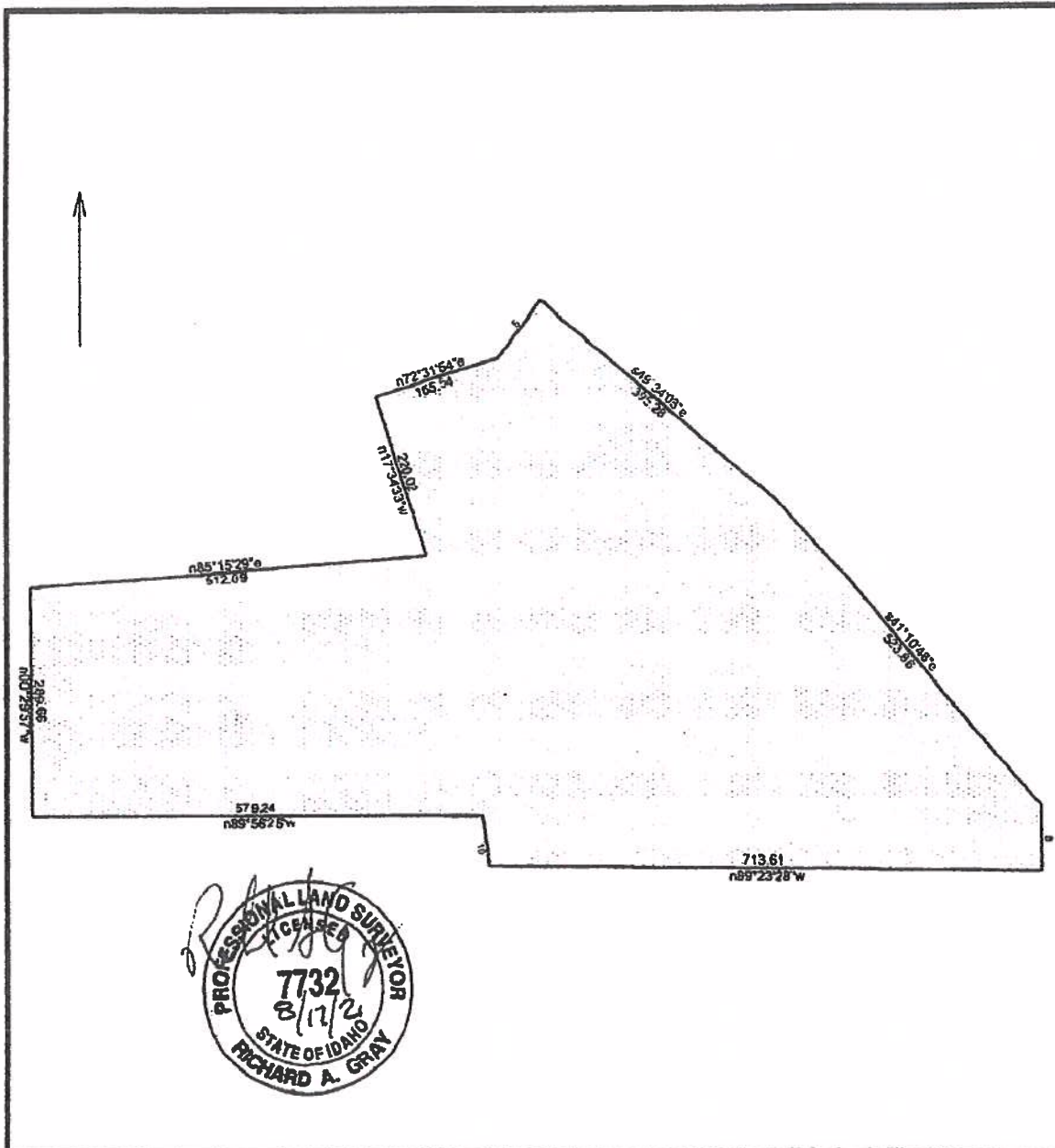
Thence leaving said South boundary, North 06°31'14" West, 68.41 feet to a set 5/8" Iron Pin w Plastic Cap "CLS PLS 7732";

Thence North 89°56'25" West, 579.24 feet to the POINT OF BEGINNING.

This parcel contains 12.37 acres more or less.



623 11th Ave. South, Nampa, ID 83651 T. (208) 442-0115 C. (208) 608-2510 rgray.cls@gmail.com



1221 Parcel C 8/17/2021

Scale: 1 inch = 170 feet | File:

Tract 1: 12.3719 Acres, Closure: s67.1648e 0.01 ft (1/316786), Perimeter=3648 ft.

01 n00.2957w 289.66	10 n08.3114w 68.41
02 n85.1529e 512.09	11 n89.5625w 579.24
03 n17.3433w 220.02	
04 n72.3154e 165.54	
05 n38.4738e 90.93	
06 s49.3408e 395.28	
07 e41.1048e 623.86	
08 s00.3915e 89.76	
09 n89.2328w 713.61	

Lower 24 ac.

B Parcels



2022-007162
 RECORDED
 02/08/2022 12:12 PM
 CHRIS YAMAMOTO
 CANYON COUNTY RECORDER
 Pgs=4 HCRETAL \$15.00
 TYPE: DEED
 TITLEONE BOISE
 ELECTRONICALLY RECORDED

When recorded deliver to:

Givens Pursley LLP
 c/o Samuel F. Parry
 601 W. Bannock Street
 Boise, Idaho 83702

ACCOMMODATION RECORDING

QUITCLAIM DEED

FOR VALUE RECEIVED, Cleon Hoagland, and individual ("Grantor"), does hereby convey, release, remise and forever quitclaim unto Cleon Hoagland, the same individual ("Grantee"), all of Grantor's right, title and interest in and to that certain real property ("Property") located in Canyon County, Idaho, legally described on Exhibit A, attached hereto and incorporated herein by this reference:

IN WITNESS WHEREOF, the undersigned has caused Grantor's name to be hereunto subscribed this 8th day of February 2022.

GRANTOR:

Cleon Hoagland
 Cleon Hoagland

STATE OF IDAHO)
) ss.
 County of Ada)

On this 8th day of February 2022, before me, a Notary Public in and for said State, personally appeared Cleon Hoagland, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WANDA M WHITE
 COMMISSION #16635
 NOTARY PUBLIC
 STATE OF IDAHO

Wanda M. White
 Notary Public for the State of Idaho
 Residing at Boise
 My Commission expires: 3-11-2027

When recorded deliver to:

Givens Pursley LLP
c/o Samuel F. Parry
601 W. Bannock Street
Boise, Idaho 83702

ACCOMMODATION RECORDING

QUITCLAIM DEED

FOR VALUE RECEIVED, Cleon Hoagland, and individual ("Grantor"), does hereby convey, release, remise and forever quitclaim unto Cleon Hoagland, the same individual ("Grantee"), all of Grantor's right, title and interest in and to that certain real property ("Property") located in Canyon County, Idaho, legally described on Exhibit A, attached hereto and incorporated herein by this reference:

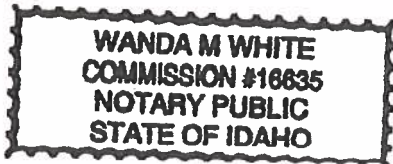
IN WITNESS WHEREOF, the undersigned has caused Grantor's name to be hereunto subscribed this 8th day of February 2022.

GRANTOR:

Cleon Hoagland
Cleon Hoagland

STATE OF IDAHO)
) ss.
County of Ada)

On this 8th day of February 2022, before me, a Notary Public in and for said State, personally appeared Cleon Hoagland, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Wanda M. White
Notary Public for the State of Idaho
Residing at Boise
My Commission expires: 7-11-2027

Exhibit A



Client: Mark Hoagland
Date: August 16, 2021
Job No.:1221

**PARCEL B
DESCRIPTION**

The following Describes a Parcel of Land being a portion of the SW 1/4 SE 1/4 of Section 1, Township 1 South, Range 2 West, Boise Meridian, Canyon County Idaho, and more particularly described as follows:

BEGINNING at the Southwest Corner of the W 1/2 SE 1/4 of said Section 1, (South 1/4 corner), which is Monumented with a found 5/8 inch Iron Pin with "No Cap", From which, a found 5/8 inch Iron Pin with an illegible cap which is Monumenting the Southeast Corner of the W 1/2 SE 1/4 (E 1/16th Corner) of said Section 1 bears, South 89°19'41" East, 1304.71 feet;

Thence along the Westerly Boundary Line of said W 1/2 SE 1/4, North 00°30'01" West, 677.40 feet to a set 5/8 inch Iron Pin with Plastic Cap "CLS PLS 7732";

Thence leaving said Westerly Boundary Line, South 85°50'28" East, 273.14 feet to a found 1/2 inch Iron Pin with no cap;

Thence North 89°40'31" East, 390.04 feet to a found 1/2 inch Iron Pin with no cap;

Thence North 67°05'53" East, 101.54 feet to a found 1/2 inch Iron Pin no cap;

Thence North 26°50'00" West, 342.09 feet to a found 1/2 inch Iron Pin with no cap;

Thence North 23°03'27" West, 172.42 feet to a set 5/8 inch Iron Pin with Plastic Cap "CLS PLS 7732";

Thence North 27°08'32" West, 70.50 feet to a set 5/8 inch Iron Pin with Plastic Cap "CLS PLS 7732";

Thence North 75°55'34" East, 89.51 feet to a set 5/8 inch Iron Pin with Plastic Cap "CLS PLS 7732";

Thence North 06°31'14" West, 69.33 feet to a set 5/8 inch Iron Pin with Plastic Cap "CLS PLS 7732" marking the Northerly boundary of said SW 1/4 SE 1/4;

Thence South 89°23'28" East, 713.61 feet to a found 5/8 inch Iron Pin with No Cap marking the North East corner of said SW 1/4 SE 1/4. (Southeast 1/16 corner);

Thence along the East line of said SW 1/4 SE 1/4, South 00°40'42" East, 740.99 feet to a found 5/8 inch Iron Pin with Plastic Cap "PLS 4998";

Thence leaving said East line, North 89°59'24" West, 384.92 feet to a found 5/8 inch Iron Pin with Plastic Cap "PLS 4998";

623 11th Ave. South, Nampa, ID 83651 · T. (208) 442-0115 · C. (208) 608-2510 · rgray.cls@gmail.com

COMPASS LAND SURVEYING, PLLC

Mark Hoagland-1221\Survey\Descriptions\Parcel B.doc
Page 2 of 2

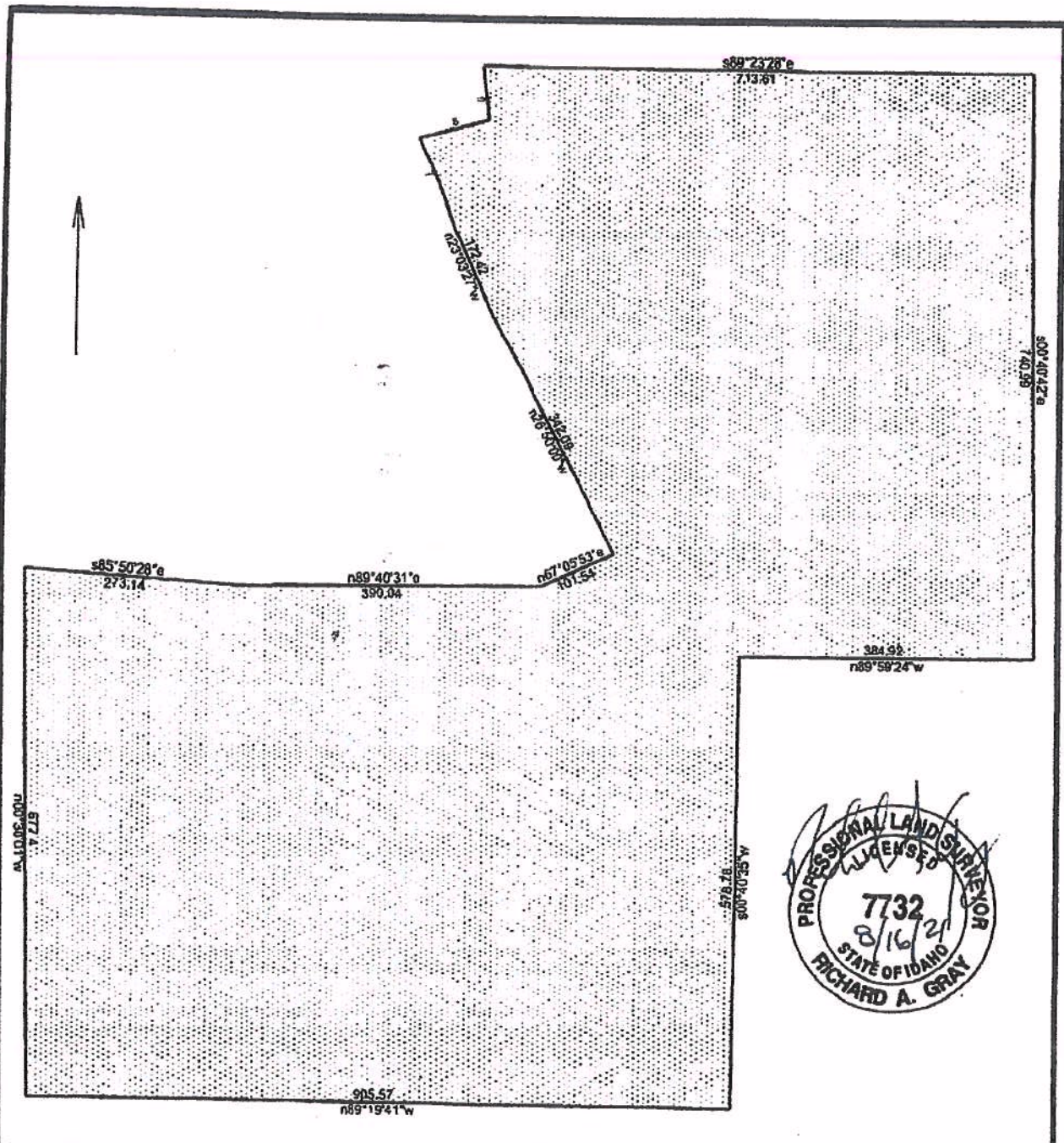
Thence South 00°40'35" West, 578.78 feet to a found 5/8 inch Iron Pin with Plastic Cap "PLS 11120" marking the South boundary of said W 1/2 SE 1/4;

Thence along said South boundary, North 89°19'41" West, 905.57 feet to the POINT OF BEGINNING.

The above Described Parcel of Land contains 24.88 Acres, more or less.



623 11th Ave. South, Nampa, ID 83651 T. (208) 442-0115 C. (208) 608-2510 rgray.cls@gmail.com



1221 Parcel B

8/16/2021

Scale: 1 inch= 170 feet

File:

Tract 1: 24.8772 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5510 ft.

- 01 n00.3001w 677.4
- 02 s85.5028e 273.14
- 03 n89.4031e 390.04
- 04 n67.0553e 101.54
- 05 n26.5000w 342.09
- 06 n23.0327w 172.42
- 07 n27.0832w 70.5
- 08 n75.5534e 89.51
- 09 n06.3114w 69.33
- 10 s89.2328e 713.61

- 11 s00.4042e 740.69
- 12 n89.5924w 384.92
- 13 s00.4035w 578.78
- 14 n89.1941w 905.57

33.87 AC.



2021-027000
RECORDED
04/14/2021 12:15 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=5 EHOWELL \$15.00
TYPE: DEED
FIRST AMERICAN TITLE INSURANCE
ELECTRONICALLY RECORDED

After Recording Return and
Mail Tax Statements to:

Cleon and Patricia Hoagland
690 Southside Blvd. South
Melba, Idaho 83641

Tax Parcel No.: 28279010 0
FATCO NCS-518.8741-A

(Space Above for Recorder's Use Only)

SPECIAL WARRANTY DEED
(ID Nampa)

AGRESERVES, INC., a Utah corporation, Grantor, whose address is 79 South Main Street, Suite 1100, Salt Lake City, Utah 84111, hereby grants, conveys and warrants to CLEON HOAGLAND and PATRICIA HOAGLAND, husband and wife, Grantee, whose address is 690 Southside Blvd. South, Melba, Idaho 83641, for the sum of TEN DOLLARS and other good and valuable consideration, the following real property located in Canyon County, State of Idaho, (the "Property") and more particularly described as follows:

See Exhibit A attached hereto and by this reference made a part hereof.

Together with all tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining thereto, including, but not limited to easements and rights-of-way over adjoining property, which easements and rights-of-way are appurtenant to the real property described on Exhibit A, and all of Grantor's interest in and to water, wells, and all water rights appurtenant to said real property described on Exhibit A, and all of Grantor's interest in and to any land lying in the bed of any body of water, waterway or public street, public road or public avenue in front of or adjoining the land, to have and to hold, the same in fee simple forever.

TO HAVE AND TO HOLD the Property unto Grantee and Grantee's successors and assigns, forever, and Grantor does hereby covenant to Grantee and its successors and assigns forever, that: (a) Grantor is owner in fee simple of the Property; (b) Grantor has a good right to convey the fee simple; (c) previous to the execution of this conveyance, Grantor has not conveyed the same estate to any person other than the Grantee; (d) the Property is free from any and all liens, claims and encumbrances caused or suffered by Grantor except (i) the Permitted Exceptions identified on Exhibit B, attached hereto, (ii) real property taxes and assessments, for the current year, which are not yet due and payable, and (iii) any matters arising from the acts or omissions of Grantee; and (e) that Grantor will warrant and defend the same forever against any other liens, claims or encumbrances done, made or suffered by Grantor, or any person claiming by, through or under Grantor, but none other.

[Signature and Acknowledgment Follows]

After Recording Return and
Mail Tax Statements to:

Cleon and Patricia Hoagland
690 Southside Blvd. South
Melba, Idaho 83641

Tax Parcel No.: 28279010 0
FATCO NCS - 518-8741-A

This document has been recorded
electronically. Please see the attached
copy to view the County Recorder's stamp
as it now appears in the public record.

x FIRST AMERICAN TITLE INSURANCE COMPANY

(Space Above for Recorder's Use Only)

SPECIAL WARRANTY DEED

(ID Nampa)

AGRESERVES, INC., a Utah corporation, Grantor, whose address is 79 South Main Street, Suite 1100, Salt Lake City, Utah 84111, hereby grants, conveys and warrants to CLEON HOAGLAND and PATRICIA HOAGLAND, husband and wife, Grantee, whose address is 690 Southside Blvd. South, Melba, Idaho 83641, for the sum of TEN DOLLARS and other good and valuable consideration, the following real property located in Canyon County, State of Idaho, (the "Property") and more particularly described as follows:

See Exhibit A attached hereto and by this reference made a part hereof.

Together with all tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining thereto, including, but not limited to easements and rights-of-way over adjoining property, which easements and rights-of-way are appurtenant to the real property described on Exhibit A, and all of Grantor's interest in and to water, wells, and all water rights appurtenant to said real property described on Exhibit A, and all of Grantor's interest in and to any land lying in the bed of any body of water, waterway or public street, public road or public avenue in front of or adjoining the land, to have and to hold, the same in fee simple forever.

TO HAVE AND TO HOLD the Property unto Grantee and Grantee's successors and assigns, forever, and Grantor does hereby covenant to Grantee and its successors and assigns forever, that: (a) Grantor is owner in fee simple of the Property; (b) Grantor has a good right to convey the fee simple; (c) previous to the execution of this conveyance, Grantor has not conveyed the same estate to any person other than the Grantee; (d) the Property is free from any and all liens, claims and encumbrances caused or suffered by Grantor except (i) the Permitted Exceptions identified on Exhibit B, attached hereto, (ii) real property taxes and assessments, for the current year, which are not yet due and payable, and (iii) any matters arising from the acts or omissions of Grantee; and (e) that Grantor will warrant and defend the same forever against any other liens, claims or encumbrances done, made or suffered by Grantor, or any person claiming by, through or under Grantor, but none other.

[Signature and Acknowledgment Follows]

DATED this 8 day of April, 2021.

AGRESERVES, INC.,
a Utah corporation

By: Doug Rose
Name: Douglas L. Rose
Its: Chief Executive Officer

RB

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 8 day of April, 2021, personally appeared before me Douglas L. Rose, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me affirmed, did say that he is the Chief Executive Officer of AGRESERVES, INC., a Utah corporation, and that said document was signed by him in behalf of said Corporation by Authority of its Bylaws, and said Douglas L. Rose acknowledged to me that said Corporation executed the same.

WITNESS my hand and official seal.



Diane Lunt
Notary Public

4/7/2021

#1

APPROVAL FOR PRIVATE ROAD NAME

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

GISAddressing@canyoncounty.id.gov Phone: 208-454-7458



Addressing Ordinance § 06-05-09(2B) & 06-05-11(1, 3): All street names shall be approved by the Director within the unincorporated area of the County designated for addressing by the County. The right to use a street or private road name, its accompanying street designation and right to install a sign for a street. Proposed street and private road names for new subdivisions, proposed new private roads.

Applicants(s): Cleon & Patti Hoagland Date: 5/20/2024

P.O. Box 166 Melba, ID 83641
Applicant Mailing Street Address City/State Zip

Location of Private Road: Southside Blvd S & Butte Rd

Two Nearest Cross Streets of Property Site Address

YOUR APPLICATION FOR A PRIVATE ROAD NAME HAS BEEN APPROVED FOR THE NAME:
Little Bit Ln

Case No. RD2024-0004

The following addresses will be changed accordingly because of the new Private Road Name:

Old Address: _____ New Address: _____

Road name approved by: C. Jay Hoagland Date: 5/20/2024

The Applicant is responsible for the purchasing of a blue private road sign that meets highway district specifications, and installed according to highway district requirements. Please note that The County makes every effort to notify public and private agencies of new address, address changes or new private roads. The County cannot guarantee the agencies will update their records to reflect this new address, address change or new private road. It is suggested that you make "Suggestion Edits" on Google Maps to update your new private road and new addresses.

Upon verification of the sign installation, this approval will be final, at which time County records will be updated to reflect the new name and if applicable, new addresses. This information will then be provided to emergency service agencies, the post office and

Irrigation Plan (Parcel C)

BUTTE ROAD
S88°47'21"E 1304.87'

N 1/4 COR SEC 22
T28N R20W S02E

UNPLATTED

S88°47'21"E 1304.70'

PARCEL "21"
493,224 SQ FT
21.32 ACRES

S88°45'58"E 1304.78'

Irrigation Access

Parcel C
Mainline

PARCEL "22"
491,488 SQ FT
21.32 ACRES

N88°44'37"W 1304.86'

PARCEL "23"
495,376 SQ FT
21.32 ACRES

S88°43'16"E 1304.93'

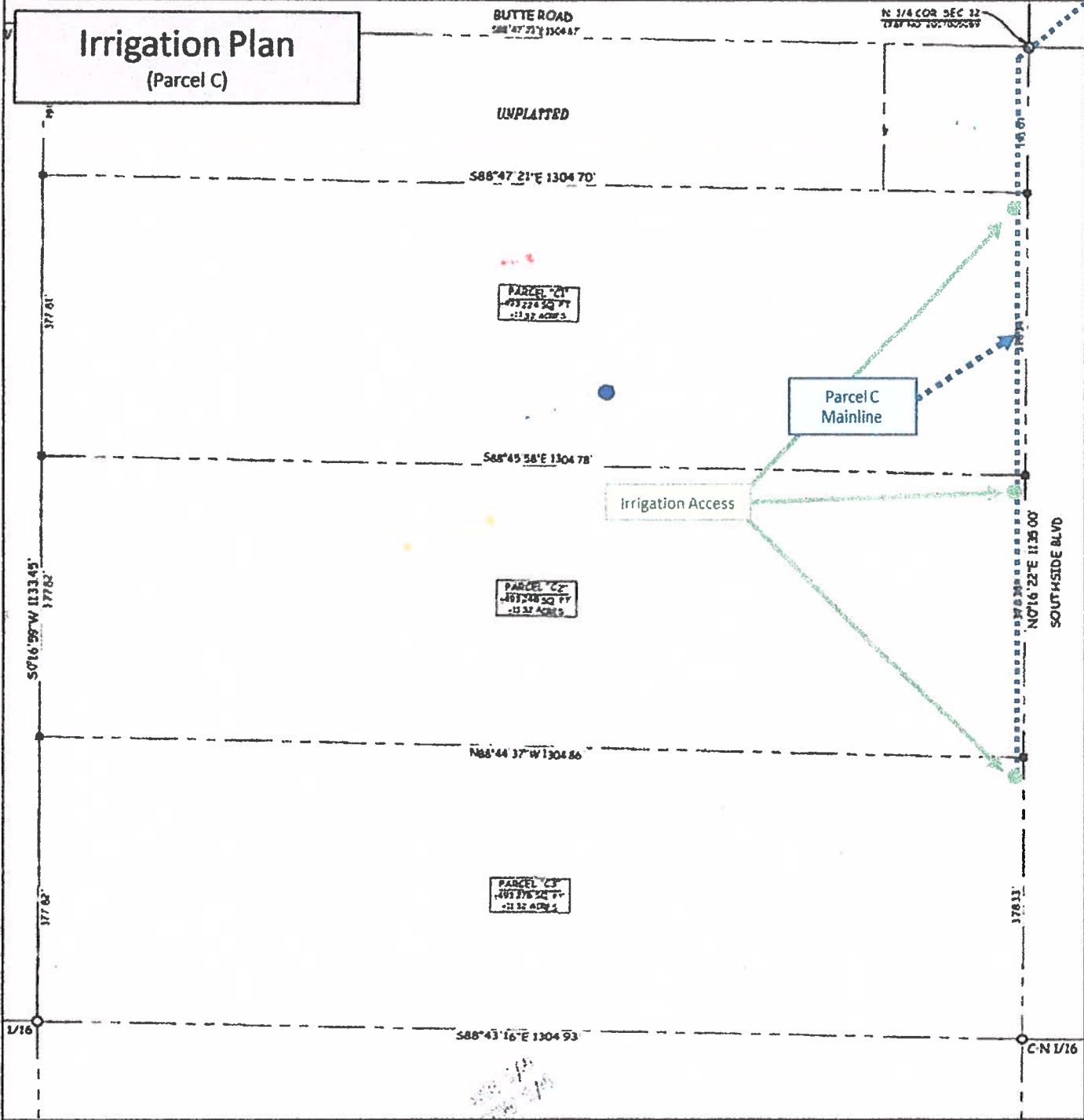
N07°16'22"E 1125.00'
SOUTH SIDE BLVD

177.63'

C N 1/16

377.01'
S07°16'59"W 1133.45'
177.62'
377.63'

1/16



#3

After recording return to:

Kirton McConkie PC
Attn: Samuel Parry
1100 W. Idaho St. Ste. 930
Boise, Idaho 83702

Space above for recorder's use only

ROAD MAINTENANCE AGREEMENT

This Road Maintenance Agreement ("Agreement") is made effective this ____ day of _____ 2025 (the "Effective Date"), by Cleon and Patti Hoagland, husband and wife (the "Owners").

Recitals

A. The Owners own that certain real property in Canyon County, Idaho legally described in Exhibit A, and depicted as Parcels A1, A2, ~~A3~~, and B~~3~~ (collectively the "Parcels" and each a "Parcel") on the record of survey in Exhibit B (the "Survey"), both of which are attached hereto and incorporated herein.

B. This Agreement is executed by requirement of the County and in anticipation of selling one or more of the Parcels, with the subsequent purchasers of the Parcels becoming Owners, and each an "Owner."

C. The Survey depicts a 28-foot access easement that runs along the south edge of parcel A1 and ends in a cul de sac located in portions of Parcels A2, A3, and B2 (the "Easement"), which is legally described in Exhibit C, attached hereto and incorporated herein.

D. The Owners anticipate the construction of a road within the Easement (the "Road") and desire to execute and record this Agreement to set forth the basic rights and obligations of the Owners and their successors, heirs, and assigns pursuant to the terms described below.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above (which are incorporated into this Agreement by this reference) and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agree as follows:

1. Purpose and scope.

The purpose of this Agreement is to define the responsibilities of the Owners with respect to maintenance of the Road. The authority granted to the Owners by this agreement is strictly limited to decisions and actions related to road maintenance and shall not constitute authority to form or act as a home Owners' association.

2. Maintenance.

2.1 The Owners shall share equal responsibility for maintaining, repairing, and replacing the Road as reasonably necessary to keep the same in good operating condition and repair (collectively, "Maintenance and Repair"), which Maintenance and Repair shall include, without limitation (a) the maintenance, repair, and replacement of the surface and sub-surface of the Road in a level and smooth condition (to the extent practical), evenly covered with the type of materials originally constructed thereon or such substitutes as will, in all respects, be equal to such materials in quality, appearance and durability; (b) such future improvements in the Road that may be reasonably necessary for the Road to provide safe and usable access from Southside Boulevard South to the Parcels in accordance with applicable law; (c) such future private road improvements in the Road that may be approved by the Owners (i.e., gates, entrance signs and other similar items). All Maintenance and Repair must be performed to an equal standard over the entire length of the Road.

3. Costs of Maintenance and Repair.

3.1 Costs. The Owner(s) of each Parcel shall be responsible for one-fourth (1/4) of the Maintenance and Repair costs of the Road.

3.2 True-Up. All Owners under this agreement shall meet or correspond annually as needed to determine the other's costs and whether a true-up of the of the actual costs of maintenance and repair is necessary (a "True-Up") pursuant to the terms of this Agreement. All costs shall be supported by reasonable documentation (e.g., receipts, invoices, purchase orders, etc.). No costs shall be allowed for labor if provided by an Owner under this Agreement or their affiliates. Should the Owners determine a True-Up is necessary, the owing Owners shall pay to the other Owner entitled to payment, without demand, such agreed upon amounts within ten (10) days of such determination of a True-Up.

3.3 **Damage.** Notwithstanding anything to the contrary contained in this Agreement, should the Road or any portion thereof be damaged or destroyed by any act or omission of an Owner or their invitees or licensees (a "**Damaging Owner**"), whether intentional or unintentional, the same shall be repaired or rebuilt by the Damaging Owner, at the expense of the Damaging Owner. Should the Road be damaged or destroyed by any cause other than the act or omission of an Owner, the same shall be repaired or rebuilt by all Owners as described in Section 3.1 and 3.2. Any repairing or rebuilding of the Road shall be of the same quality and customary standard of similar private roads in Canyon County, Idaho.

4. **No Barriers.** Each Owner shall ensure that the Road is at all times kept free from obstructions and otherwise kept open in a manner sufficient to accommodate the free and uninterrupted flow of pedestrian and vehicular traffic on, over, and across the Road. Each Owner shall further ensure that nothing shall be constructed or placed within the Road that will prohibit, discourage, or reduce free and uninterrupted flow of pedestrian and vehicular traffic on, over, and across the Road; provided, however, that the restriction set forth in this Section shall not operate to prohibit the temporary interruption of vehicular or pedestrian traffic flow during the construction, maintenance, or repair of the Road, as long as such temporary interruption does not leave any Owner without access to their parcel for any amount of time.

5. **Covenant to Pay.**

Each Owner covenants to pay all of their respective pro rata share of any costs and/or expenses as described in this agreement when due without deduction, setoff, abatement of counterclaim of any kind whatsoever. Any such costs and/or expenses against are the personal obligation of the Owner of the Parcel when the assessment becomes due and payable, which personal obligation will remain with such Owner regardless of whether such Owner remains the Owner of the Parcel. All assessments include any interest (at the applicable legal rate) and any costs to collect the monies owed, including reasonable attorneys' fees.

6. **Meetings.**

Any Owner may call a special meeting of the Owners to this Agreement for any purpose. The Owner calling the meeting shall distribute written notice of the meeting by hand-delivery, mail, or email at least 10 days, but not more than 60 days, prior to the meeting. The meeting notice will state the reasons for

which the meeting is called. No Owner may call a special meeting more than twice during any calendar year. The Owner calling the meeting will determine the location of the meeting unless another location is determined by a majority vote.

Votes shall be allocated as one vote per Parcel. Where a Parcel has multiple Owners such Owners shall decide among themselves how their one vote shall be cast.

7. Binding Effect.

This Agreement shall be recorded in the real property records of Canyon County, Idaho, and this Agreement and the rights, and obligations of the Owners herein run with the land, benefit and burden each Parcel, and shall be binding upon the Owners and their respective successors, heirs, and assigns.

8. Indemnification.

Each Owner (the “**Indemnifying Owner**”) agrees to indemnify, defend, and hold harmless each other Owner from and against any and all losses, liability, claims, suits, proceedings, liens, damages, and allegations, of any kind (“**Claims**”), including, without limitation, reasonable attorneys’ fees, directly or indirectly resulting from or arising out of: (a) any failure by the Indemnifying Owner or its employees or agents to comply with the terms and conditions of this Agreement; or (b) the negligence or willful misconduct of the Indemnifying Owner, except to the extent such Claims result, in whole or in part, directly or indirectly, from the default, negligence or willful misconduct of the other Owner.

9. Remedies.

9.1 **Failure to Pay.** In the event any Owner or its predecessor in interest fails or refuses to pay when due any amount due hereunder, which failure continues for a period of ten (10) days after such amounts are due, such failure shall constitute a default and: (a) a non-defaulting Owner may pay the amount due if due to a third Owner; (b) legal action may thereafter be instituted against the defaulting Owner by a non-defaulting Owner for payment or reimbursement of the amounts due, plus late charges, default interest, and attorneys’ fees; and (c) a non-defaulting Owner may pursue any other remedies at law or in equity, including, without limitation, specific performance and declaratory or injunctive relief. Furthermore, a non-defaulting Owner shall have a claim of lien on the defaulting Owner’s real property for the foregoing sums.

9.2 Other Failures. In the event an Owner fails to perform any covenants, conditions, or provisions of this Agreement (other than a failure to pay amounts as described in Section 9.1 of this Agreement), which failure continues for a period of fourteen (14) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default, and the other Owner may thereafter institute legal action against the defaulting Owner for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law; provided, however, that the defaulting Owner shall not be deemed to be in default if such failure to perform cannot be rectified within said fourteen (14) day period, and such Owner commences to rectify such failure within said fourteen (14) day period and thereafter diligently prosecutes the same to completion.

9.3 Liens. The claims of lien provided for in Section 9.1 contain a power of sale and shall only be effective when recorded in the real property records of Canyon County, Idaho by a non-defaulting Owner as a claim of lien against the defaulting Owner, which lien shall be signed, verified, and contain at least the following information:

9.3.1 An itemized statement of all amounts due and payable pursuant to this Agreement;

9.3.2 A description of the defaulting Owner's property;

9.3.3 The name of the Owner or reputed Owner of the Parcel which is the subject of the lien; and

9.3.4 The name and address of the Owner recording the claim of lien.

The claim of lien may be foreclosed in the same manner as a deed of trust pursuant to Idaho law. Upon payment of such claim of lien in full, the Owner that recorded the claim of lien will prepare and record a release of such claim of lien, at the other Owner's expense which expenses shall be paid prior to recordation.

9.4 Late Charges; Interest. Each Owner acknowledges that the late payment of any sums due to the other Owner hereunder will cause the other Owner to incur costs not contemplated by this Agreement, the exact amount of which the Owners are not capable of determining. Accordingly, if any sums due hereunder are not paid within ten (10) days after the date due, then the Owner failing to pay shall pay to the other Owner a late charge equal to five percent

(5%) of such overdue amount. Further, and in addition to any such late charges, any sums (including late charges) payable due hereunder which are past due for a period of ten (10) days or more shall bear interest from the due date until paid in full at the maximum rate allowed under Idaho Law.

10. General Terms And Conditions.

10.1 Amendment. This Agreement may not be amended, modified, supplemented, or otherwise changed except by a writing signed by all of the Owners or their successors, heirs, or assigns.

10.3 Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted between the Owners to interpret or enforce the terms and conditions of this Agreement, or arising from the breach of any provision hereof, the prevailing Owner(s) will be entitled to receive from the non-prevailing Owner(s) all costs, damages, and expenses, including reasonable attorneys' fees through all levels of action, incurred by the prevailing Owner(s).

10.5 Construction. The captions and headings of this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms or provisions of this Agreement. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and the use of gender shall include all other genders. When used in this Agreement, the phrase "including" (or a word of similar import) shall mean "including but not limited to", and words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires. Except as provided herein, no consent required to be obtained by one Owner from another Owner shall be unreasonably withheld, conditioned or delayed.

10.7 Governing Law, Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule (whether of the State of Idaho or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Idaho.

10.9 Incorporation by Reference. All recitals and exhibits to this Agreement are hereby incorporated by reference as if set forth herein.

10.11 Merger. As to the subject matter contained herein, this Agreement (including the documents referenced herein) shall be the complete, entire, final and exclusive agreement among the Owners hereto and supersedes all prior and

contemporaneous negotiations, agreements, and understandings, written or oral, between the Owners. It is expressly warranted by the Owners that no promise or inducement has been offered except as set forth herein, and that this Agreement is executed without reliance upon any promise, inducement, or representation not set forth herein. The terms of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence whatsoever may be introduced to vary its terms in any mediation, arbitration, or judicial proceeding involving this Agreement.

10.13 Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, U.S. Mail, certified, return receipt requested, or other reliable delivery service such as Federal Express or UPS, postage or delivery charges prepaid, addressed to the appropriate Owner at the address set forth above, or at such other address as a Owner may from time to time specify by notice to the other Owners. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean the earliest of any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of receipt of the notice or other document by the person or entity to whom it was addressed or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earliest of (i) the date of the attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt or (iii) the date of receipt of notice of refusal or notice of non-delivery by the sending Owner.

10.15 Rights Cumulative. Except as expressly provided in this Agreement, and to the extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to, or to the exclusion of, any other remedies available at law or in equity.

10.17 Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision, and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

10.19 Time. Time is of the essence with respect to each and every covenant and obligation under this Agreement.

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: 84647

Date: 2/13/2025

Date Created: 2/13/2025 **Receipt Type:** Normal Receipt **Status:** Active
Customer's Name: Cleon Hoagland
Comments: CR2025-0002
Site Address: 0 SOUTHSIDE BLVD S, Melba ID 83641 / Parcel Number: 28146010 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 Rezone with Development Agreement	CR2025-0002	\$1,400.00	\$0.00	\$0.00

Sub Total: \$1,400.00

Sales Tax: \$0.00

Total Charges: \$1,400.00

PAYMENTS

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Check	1299	\$1,400.00

Total Payments: \$1,400.00

ADJUSTMENTS

Receipt Balance: \$0.00