



**PLANNING AND ZONING COMMISSION**  
**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

In the matter of the application of:  
**Bowery – CR2023-0005**

The Canyon County Planning and Zoning Commission considers the following:

- 1) Conditional Rezone of Parcel R24645, approximately 1.05 acres, from an “R-R” (Rural Residential) zone to a C-1 (Neighborhood Commercial) zone.
- 2) Development agreement to limit commercial use to a contractor shop, staging area, and caretaker unit.
- 3) Location: 6019 Stamm Lane, Nampa (Parcel R24645), also referenced as a portion of the SE¼ of Section 18, T3N, R1W, Canyon County, Idaho.

**Summary of the Record**

1. The record is comprised of the following:

- A. The record includes all testimony, the staff report, exhibits, and documents in Case File CR2023-0005.

**Applicable Law**

1. The following laws and ordinances apply to this decision: Canyon County Code of Ordinances (CCCO) §01-17 (Land Use/Land Division Hearing Procedures), CCCO§07-05 (Notice, Hearing and Appeal Procedures), CCCO§07-06-01 (Initiation of Proceedings), CCCO§07-06-07 (Conditional Rezones), CCCO §07-10-27 (Land Use Regulations (Matrix)), Idaho Code §67-6511 (Zoning Map Amendments and Procedures), and CCCO §09-11-25(Area of City Impact Agreement).
  - a. Notice of the public hearing was provided per CCCO §07-05-01 and Idaho Code §67-6509.
  - b. The presiding party may establish conditions, stipulations, restrictions, or limitations which restrict and limit the use of the rezoned property to less than the full use allowed under the requested zone, and which impose specific property improvement and maintenance requirements upon the requested land use. Such conditions, stipulations, restrictions, or limitations may be imposed to promote the public health, safety, and welfare, or to reduce any potential damage, hazard, nuisance, or other detriment to persons or property in the vicinity to make the land use more compatible with neighboring land uses. *See CCCO §07-06-07(1).*
  - c. All conditional rezones for land use shall commence within two (2) years of the approval of the board. If the conditional rezone has not commenced within the stated time requirement, the application for a conditional rezone shall lapse and become void. *See CCCO §07-05-01*
2. The commission has the authority to exercise powers granted to it by the Idaho Local Land Use and Planning Act (“LLUPA”) and can establish its own ordinances regarding land use, including subdivision permits. *See I.C. §67-6504, §67-6511.*
3. The commission shall have those powers and perform those duties assigned by the board that are provided for in the local land use planning act, Idaho Code, title 67, chapter 65, and county ordinances. CCCO §07-03-01, 07-06-05.
4. The burden of persuasion is upon the applicant to prove that all criteria are satisfied. CCCO §07-05-03.
5. Idaho Code §67-6535(2) requires the following: The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a reasoned statement that explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record. The

County's hearing procedures adopted per Idaho Code §67-6534 require that final decisions be in the form of written findings, conclusions, and orders. CCCO 07-05-03(1)(I).

The application, CR2023-0005, was presented at a public hearing before the Canyon County Planning and Zoning Commission on March 6, 2025. Having considered all the written and documentary evidence, the record, the staff report, oral testimony, and other evidence provided, including the conditions of approval and project plans, the Planning and Zoning Commission decides as follows:

**CONDITIONAL REZONE CRITERIA – CCCO §07-06-07(6)**

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

**Conclusion:** The proposed conditional rezone change is not generally consistent with the Comprehensive Plan.

- Findings:**
- (1) The 2030 Canyon County Comprehensive Plan designates the parcel and area as “residential” (Exhibit B.2c of the staff report). The residential designation is described as follows: “The residential designation is for residential development. Residential development should promote compatibility with the existing agricultural activity” (page 25, 2030 Comp. Plan).
  - (2) The parcel and surrounding area are located in the Nampa Area of City Impact. Nampa designates the future land use of the parcel and area as “Low-Density Residential” (Exhibit B.2d of the staff report). However, at the time the applicant applied, Nampa’s 2040 Comprehensive Plan designated the area as commercial (Exhibit A.2 of the staff report).
  - (3) The requested commercial zone and uses do not align with the following goals and policies of the 2030 Comprehensive Plan:
    - a. Population G2.02.00: “Promote housing, business, and service types needed to meet the demand of the future and existing population.”
      - i. The Traffic Analysis Zone (TAZ) forecasts the area for residential household growth in the area between 2024 and 2050 (Exhibit B.2h of the staff report). The TAZ is used by COMPASS (Community Planning Association) as a tool to plan funding for future transportation needs.
    - b. 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.”
      - i. The County and City of Nampa both identify the area for residential growth, not commercial growth (Exhibits B.2c & d of the staff report).
    - c. Land Use & Community Design P4.03.01: Designate areas that may be appropriate for industrial, commercial, and residential land uses while protecting and conserving farmland and natural resources.
      - i. The County and City of Nampa both identify the area for residential growth, not commercial growth (Exhibits B.2c & d of the staff report).
    - d. Land Use & Community Design P4.03.02: Encourage the development of individual parcels and subdivisions that do not fragment existing land use patterns.
      - i. The County and City of Nampa both identify the area for residential growth, not commercial growth (Exhibits B.2c & d of the staff report).
    - e. Land Use & Community Design P4.04.02: Align planning efforts in areas of city impact.
      - i. The parcel and surrounding area are located in the Nampa Area of City Impact. Nampa designates the future land use of the parcel and area as “Low-Density Residential” (Exhibit B.2d of the staff report). The City of Nampa opposes the request (Exhibit D.1 of the staff report).
  - (4) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0005.

(5) Evidence includes subsequent findings and evidence found in criterion 2 and 3.

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

**Conclusion:** In consideration of the surrounding land uses, the proposed conditional rezone to a “CR-C-1” (Conditional Rezone – Neighborhood Commercial) is not more appropriate than the current zoning designation of “R-R” (Rural Residential).

**Findings:** (1) Existing/Current Conditions

- A. The parcel and surrounding area are zoned “R-R” (Rural Residential, two-acre average minimum lot size, Exhibit B.2e of the staff report). According to CCCO §07-10-25(2), “the purpose of the R-R (Rural Residential) Zone is to encourage and guide growth in areas where a rural lifestyle may be determined to be suitable.” The zoning is commensurate with the 2030 Canyon County Comprehensive Plan which designates the parcel and area as “residential” (Exhibit B.2c of the staff report).
- B. The parcel and area are in the Nampa Area of City Impact. The city designates the future land use of the area as “low-density residential” (Exhibit B.2d & D.1 of the staff report). City jurisdiction is located approximately 2,000 feet west of the subject parcel (Exhibit B.2d of the staff report).
- C. The area consists of parcels with an average lot size of 1.78 acres and a median of 1.05 acres. There are 46 residential subdivisions within a one-mile radius consisting of 844 lots and an average lot size of 1.38 acres (Exhibit B.2g of the staff report). 13 of the 46 subdivisions are located in the City of Nampa.
- D. The following land use decisions were found in the vicinity between 2016 and 2024 demonstrating the support of residential growth in the area:
  - (1) PH2016-10 – Parcel R30461: Rezone from “R-R” to “R-1” (Single Family Residential, one-acre average minimum lot sizes, 12,000 square foot lot sizes if connected to city water/sewer).
  - (2) RZ2022-0008 – Parcel R30591: Rezone from “A” to a “CR-R-1”.
  - (3) RZ2018-0027 – Parcel R247916010: Rezone from “R-R” to “R-1”.
  - (4) PH2018-64 – Parcel R27925: Rezone from “R-R” to “R-1”.

(2) Request

- A. The applicants request a “C-1” (Neighborhood Commercial) zone. Pursuant to CCCO §07-10-25(5), “the purpose of the C-1 (Neighborhood Commercial) Zone is to provide for local commercial service needs and to restrict incompatible uses.”
- B. There are no commercial zones or similar land use decisions within the vicinity of the subject parcel (Exhibit B.2f of the staff report). The applicant states the area has similar businesses within the vicinity (Exhibit A.2 of the staff report). Businesses found within the immediate area (Nick’s Custom Designs, Gem Swim, Holistic Alchemist Wellness and Bodywork, and Zeguro Tax and Accounting, Exhibit B.6 of the staff report) are allowed in the “R-R” zone subject to meeting home business or home occupation requirements per CCCO Section 07-02-03, 07-10-27, and 07-14-11 & 13 (Exhibit B.5 of the staff report). Based on the site visit (Exhibit C of the staff report), staff did not find any contractor shops/staging area uses in the immediate area.
- C. The nearest commercial use and designation is the Nampa Gateway Center within Nampa city jurisdiction, approximately 2,500 feet west of the subject parcel. The City of Nampa opposes the request and requested uses due to the city’s future land use designation supporting low-density residential zones and that the uses proposed are not supported in a low-density residential zone (Exhibit D.1 of the staff report).

- (5) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0005.

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

**Conclusion:** The proposed conditional rezone to “CR-C-1” (Conditional Rezone – Neighborhood Commercial) is not compatible with surrounding land uses.

**Findings:** (1) Pursuant to CCCO § 07-02-03: “Land uses are compatible if: a) they do not directly or indirectly interfere or conflict with or negatively impact one another and b) they do not exclude or diminish one another's use of public and private services.”

- A. The parcel and surrounding area are zoned “R-R” (Rural Residential, two-acre average minimum lot size, Exhibit B.2e of the staff report). The parcel and area are in the Nampa Area of City Impact. The city designates the future land use of the area as “low-density residential” (Exhibit D.1 & B.2d of the staff report).
- B. The area consists of parcels with an average lot size of 1.78 acres and a median of 1.05 acres. There are 46 residential subdivisions within a one-mile radius consisting of 844 lots and an average lot size of 1.38 acres (Exhibit B.2g of the staff report). 13 of the 46 subdivisions are located in the City of Nampa.
- C. The following land use decisions were found in the vicinity between 2016 and 2024 demonstrating the support of residential growth in the area:
  - PH2016-10 – Parcel R30461: Rezone from “R-R” to “R-1” (Single Family Residential, one-acre average minimum lot sizes, 12,000 square foot lot sizes if connected to city water/sewer).
  - RZ2022-0008 – Parcel R30591: Rezone from “A” to a “CR-R-1”.
  - RZ2018-0027 – Parcel R247916010: Rezone from “R-R” to “R-1”.
  - PH2018-64 – Parcel R27925: Rezone from “R-R” to “R-1”.
- D. There are no commercial zones or similar land use decisions within the vicinity of the subject parcel except Nampa Gateway Center approximately 2,500 feet west of the parcel in Nampa city limits and some home business and home occupation uses that are allowed in an “R-R” Zone (Exhibits B.2f & B.6 of the staff report).

- (2) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0005.

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

**Conclusion:** The proposed conditional rezone will negatively affect the character of the area. However, the applicants propose conditions such as hours of operation and site-obscuring fencing to minimize the impacts on the surrounding residential uses.

- Findings:**
- (1) The area consists predominantly of residential uses. Staging areas, contractor shops, and caretaker residences are prohibited in all residential zoning districts (Exhibit B.5 of the staff report). In the “A” (Agricultural) zone, the next closest designation (Exhibit B.2e of the staff report), the requested uses require a conditional use permit due to the uses possessing “characteristics which require review and appraisal by the commission to determine whether or not the use would cause any damage, hazard, nuisance or other detriments to persons or property in the vicinity” (CCCO §07-07-01: Conditional Use Permit – Purpose).
  - (2) There are no commercial zones or similar approved uses within the vicinity of the subject parcel (Exhibit B.2 of the staff report).

- (3) The applicants propose conditions such as hours of operation and site-obscuring fencing to minimize the impacts on the surrounding residential uses. The letter of intent (Exhibit A.2 of the staff report) states the property is used for their business, CBI Insulation, which includes the parking of six box trucks and employee parking for nine employees (Exhibit A.4 of the staff report). The parking area is enclosed by vinyl fencing. Business hours are approximately 7 am to 5 pm (box truck parking 5 pm to 7 am). The existing detached garage has a restroom that may be for employees.
- (4) Notice of the public hearing was provided per CCCO §07-05-01. Affected agencies were noticed on October 9, 2024 and January 29, 2025. A newspaper notice was published on January 30, 2025. Property owners within 1,000' were notified by mail on January 30, 2025. The property was posted on February 5, 2025.
  - a. No public comments.
  - b. A comment was received from the City of Nampa's Planning and Zoning Division on October 9, 2024 (Exhibit D.1 of the staff report). The city opposes the request due to the proposed commercial zone and requested uses not being compatible with the Low-Density Residential designation.
- (5) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0005.

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

**Conclusion:** The project will have adequate sewer, water, drainage, irrigation, and utilities to accommodate the proposed conditional rezone.

- Findings:**
- (1) Sewer: The existing dwelling is served by a septic system. The staging area/contractor shop uses requested as part of the conditional rezone application do not require a new septic system (Exhibit A.4). The existing garage restroom may be used for employees (Exhibit A.2 of the staff report). Southwest District Health requests the applicant meet regarding the request (Exhibit D.4 of the staff report). No information was submitted demonstrating a meeting was completed.
  - (2) Water: The existing dwelling is served by a domestic well. The staging area/contractor shop uses requested as part of the conditional rezone application, does not require a new well. The existing well can be used for fire suppression (Exhibit A.4 of the staff report).
  - (3) Drainage: It appears that drainage is maintained on-site (Exhibit B.2a and C of the staff report). Nampa-Meridian Irrigation District requests all drainage be maintained on-site (Exhibit D.2 of the staff report).
  - (4) Irrigation: The applicant does not say if they have irrigation water rights or if the property is irrigated by a well. The letter from the Nampa-Meridian Irrigation District does not indicate if the property has water rights from the district (Exhibit D.2 of the staff report). The property only has approximately 0.26 acres of grass/tree areas. The rest of the property is gravel (Exhibit B.2a). Therefore, the property could be irrigated by domestic well per Idaho Code Section 42-111.
  - (5) Utility: The property appears to have utilities established for the existing dwelling (Exhibit C of the staff report).
  - (6) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0005.

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

**Conclusion:** The request is not anticipated to create undue interference with existing or future traffic patterns.

- Findings:**
- (1) The subject property has access to Stamm Lane, a rural local roadway. Nampa Highway District #1 does not state any concerns regarding the request and future traffic subject to meeting access requirements (Exhibit D.6 of the staff report).
  - (2) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0005.

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

**Conclusion:** The subject property does have legal access to the existing residential development.

- Findings:**
- (1) The subject property has access to Stamm Lane, a rural local roadway. Nampa Highway District #1 requires commercial accesses to be a paved apron installed per ACCHD Standard Drawing #ACCHD-106. The applicants will need to upgrade the existing residential access to a paved apron to meet Highway District Commercial Access standards (Exhibit D.6 of the staff report).
  - (2) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0005.

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

**Conclusion:** The proposed uses are not anticipated to impact essential public services and facilities including, but not limited to schools, police, fire, and emergency medical services.

- Findings:**
- (1) Schools: The property is served by the Nampa School District (Exhibit B.1 of the staff report). The request with limited uses is not anticipated to impact the school district. No comment was received from the district.
  - (2) Police: The property is served by the Canyon County Sheriff's Office. No comment or concerns were received from the Sherriff's Office.
  - (3) Fire Protection & Emergency Medical Services: The property is served by Nampa Fire District and Canyon County Paramedics/EMT. No comments or concerns were received from Canyon County Paramedics/EMT. Nampa Fire District is not opposed to the request (Exhibit D.5 of the staff report). The request does not negatively impact response time. The property is 1.6 miles from Nampa Fire Station 5 with a response time of approximately four minutes.
  - (4) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0005.

**Canyon County Code of Ordinances §09-11-25  
AREA OF CITY IMPACT AGREEMENT ORDINANCE**

**Conclusion:** The property is located within the Nampa Area of City Impact. A notice was sent to the City of Nampa per Canyon County Code of Ordinances (CCCO) §09-11-25 (09-11-17(3)).

- Findings:**
- (1) The City of Nampa was noticed on October 9, 2024, and January 29, 2025. A comment was received from the City of Nampa's Planning and Zoning Division on October 9, 2024 (Exhibit D.1 of the staff report).
  - (2) The City of Nampa's comprehensive plan designates the parcel and surrounding area as "Low-Density Residential" on the future land use map (Exhibit D.1 of the staff report). When considering the City of Nampa's future land use map, the request is not compatible. A comment was received from the City of Nampa's Planning and Zoning Division on October 9, 2024 (Exhibit D.1 of the staff report). The city opposes the request due to the proposed

commercial zone and requested uses not being compatible with the Low-Density Residential designation.

- (3) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2023-0005.

**Order**

Based upon the Findings of Fact, Conclusions of Law and Order contained herein, the Planning and Zoning Commission recommends **denial** of Case # CR2023-0005, a conditional rezone of Parcel R24645 from an "R-R" (Rural Residential) zone to a C-1 (Neighborhood Commercial) zone.

DATED this 20 day of March, 2025.



PLANNING AND ZONING COMMISSION  
CANYON COUNTY, IDAHO

*Robert Sturgill*

Robert Sturgill, Chairman

State of Idaho )

SS

County of Canyon County )

On this 20<sup>th</sup> day of March, in the year 2025, before me Jennifer D. Almeida, a notary public, personally appeared Robert Sturgill, 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: Jennifer D Almeida

My Commission Expires: 4/7/28



**Planning and Zoning Commission**  
**Hearing Date: March 6, 2025**  
*Canyon County Development Services Department*

**PLANNING DIVISION STAFF REPORT**

**CASE NUMBER:** CR2023-0005

**APPLICANT/PROPERTY OWNER:** Charles & Linda Bowery

**APPLICATION:** Conditional Rezone

**LOCATION:** The parcels are located at 6019 Stamm Lane, Nampa (Parcel R24645), also referenced as a portion of the SE¼ of Section 18, T3N, R1W, Canyon County, Idaho.

**ANALYST:** Dan Lister, Principal Planner

**REVIEWED BY:** Madelyn Vander Veen, Associate Planner

**REQUEST:**

The applicants, Charles and Linda Bowery, request to amend the official zoning map to conditionally rezone Parcel R24645, approximately 1.05 acres, from an “R-R” (Rural Residential) zone to a C-1 (Neighborhood Commercial) zone. The request includes a development agreement limiting the commercial use to a contractor shop, staging area, and caretaker unit. *See Exhibit A for more details.*

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**PUBLIC NOTIFICATION:**

Neighborhood meeting conducted on:	March 7, 2023
JEPA notice sent on:	October 9, 2024
Agency and Full Political notice:	January 29, 2025
Neighbor notification within 1,000 feet was mailed on:	January 30, 2025
Newspaper notice published on:	January 30, 2025
Notice posted on-site on:	February 5, 2025

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**1. BACKGROUND:**

The subject parcel was created in its current configuration in 1980 (Tax 8, 18-3N-1W). According to the Assessor’s office records, the dwelling was built in 1977. A detached garage was constructed in 1985. Another detached garage and lean-to structure were established in 1998 (Building Permits #ZC2004-1384 & BPMS1998-16939).

The applicants purchased the subject parcel on July 20, 2021 (Instrument No. 2021050798, Exhibit A.5). Based on aerial imagery, the staging area use appears to have been established in early 2022 (Exhibit



B.4). The letter of intent (Exhibit A.2 & A.6) states the property is used for their business, CBI Insulation, which includes the parking of six box trucks and employee parking for nine employees (Exhibit A.4).

On February 14, 2023, the applicants received a notice of violation regarding the establishment of a staging area on the parcel (CDEF2023-0035, Exhibit B.3). A staging area is not allowed in the "R-R" (Rural Residential) zone (CCCO §07-10-27, Exhibit B.5).

On March 9, 2023, the applicant submitted a conditional rezoning application to amend the current zone to a "C-1" Zone subject to a development agreement limiting uses to a contractor shop and staging area use (Exhibit A). DSD staff included the caretaker residence use due to residential dwellings being prohibited in the "C-1" zone. If approved, a contractor shop use requires a conditional use permit (CCCO §07-10-27, Exhibit B.5).

## **2. HEARING BODY ACTION:**

Pursuant to Canyon County Code of Ordinances (CCCO) Section 07-06-01(3) requests for comprehensive plan changes and ordinance amendments may be consolidated for notice and hearing purposes. Although these procedures can be considered in tandem, pursuant to Idaho Code section 67-6511(b), the commission, and subsequently the board, shall deliberate first on the proposed amendment to the comprehensive plan; then, once the commission, and subsequently the board, has made that determination, the commission, and the board, should decide the appropriateness of a rezone within that area. This procedure provides that the commission, and subsequently the board, considers the overall development scheme of the county prior to consideration of individual requests for amendments to zoning ordinances. The commission, and subsequently the board, should make clear which of its findings relate to the proposed amendment to the comprehensive plan and which of its findings relate to the request for an amendment to the zoning ordinance.

Pursuant to CCCO Section 07-06-07(1) Restrictions: In approving a conditional rezone application, the presiding party may establish conditions, stipulations, restrictions, or limitations which restrict and limit the use of the rezoned property to less than the full use allowed under the requested zone, and which impose specific property improvement and maintenance requirements upon the requested land use. Such conditions, stipulations, restrictions, or limitations may be imposed to promote the public health, safety, and welfare, or to reduce any potential damage, hazard, nuisance, or other detriment to persons or property in the vicinity to make the land use more compatible with neighboring land uses. When the presiding party finds that such conditions, stipulations, restrictions, or limitations are necessary, land may be rezoned upon condition that if the land is not used as approved, or if an approved use ends, the land use will revert back to the zone applicable to the land immediately prior to the conditional rezone action.

Additionally, pursuant to CCCO Section 07-06-07(3) Conditional Rezoning Designation: Such restricted land shall be designated by a CR (conditional rezoning) on the official zoning map upon approval of a resolution by the board for an "order of intent to rezone". An "order of intent to rezone" shall be submitted to the board for approval once the specific use has commenced on the property and all required conditions of approval have been met and any required improvements are in place. Land uses that require approval of a subdivision shall have an approved final plat in accordance with this chapter before the "order of intent to rezone" is submitted for approval by the board. Designation of a parcel as CR shall not constitute "spot" zoning and shall not be presumptive proof that the zoning of other property adjacent to or in the vicinity of the conditionally rezoned property should be rezoned the same.

Should the Commission wish to approve the subject conditional rezone, all applicable Canyon County standards pertaining to the required development agreement shall be strictly adhered to.

The commission should consider the procedures outlined above within CCCO Section 07-06-01(3).

**OPTIONAL MOTIONS:**

**Approval of the Application:** “I move to approve CR2023-0005, Bowery, finding the application **does** meet the criteria for approval under Section 07-06-07(6)A of Canyon County Code of Ordinances, **with the conditions listed in the staff report, finding that;** [Cite reasons for approval & Insert any additional conditions of approval].

**Denial of the Application:** “I move to deny CR2023-0005, Bowery, finding the application **does not** meet the criteria for approval under Section 07-06-07(6)A of Canyon County Code of Ordinances, **finding that** [cite findings for denial based on the express standards outlined in the criteria & the actions, if any, the applicant could take to obtain approval (ref.ID.67-6519(5))].

**Table the Application:** “I move to continue CR2023-0005, Bowery, to a [date certain or uncertain]

**3. HEARING CRITERIA**

**Table 1. Conditional Rezone Standards of Evaluation Analysis**

Standards of Evaluation (CCCO §07-06-07(6)A): The presiding party shall review the particular facts and circumstances of the proposed conditional rezone. The presiding party shall apply the following standards when evaluating the proposed conditional rezone:			
Compliant			County Ordinance and Staff Review
Yes	No	N/A	Code Section
			Analysis
			<b>07-06-07(6)A1</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><b>Staff Analysis</b></p> <p><b>Is the proposed conditional rezone generally consistent with the comprehensive plan?</b></p> <p>The proposed conditional rezone change is <u>not</u> generally consistent with the Comprehensive plan.</p> <p>The 2030 Canyon County Comprehensive Plan designates the parcel and area as “residential” (Exhibit B.2c). The residential designation is described as follows: “The residential designation is for residential development. Residential development should promote compatibility with the existing agricultural activity” (page 25, 2030 Comp. Plan).</p> <p>The parcel and surrounding area are located in the Nampa Area of City Impact. Nampa designates the future land use of the parcel and area as “Low-Density Residential” (Exhibit B.2d). However, at the time the applicant applied, Nampa’s 2040 Comprehensive Plan designated the area as commercial (Exhibit A.2).</p> <p>The requested commercial zone and uses do not align with the following goals and policies of the 2030 Comprehensive Plan:</p> <ul style="list-style-type: none"> <li>• <u>Population G2.02.00</u>: “Promote housing, business, and service types needed to meet the demand of the future and existing population.” <ul style="list-style-type: none"> <li>○ The <i>Traffic Analysis Zone</i> (TAZ) forecasts the area for residential household growth in the area between 2024 and 2050 (Exhibit B.2h). The TAZ is used by COMPASS (Community Planning Association) as a tool to plan funding for future transportation needs.</li> </ul> </li> <li>• <u>Economic Development G3.05.00</u>: “Support a diverse economy in Canyon County and recognize that residential, commercial, and industrial uses are necessary components of overall economic stability.”</li> </ul>

			<ul style="list-style-type: none"> <li>• The County and City of Nampa both identify the area for residential growth, not commercial growth (Exhibits B.2c &amp; d).</li> <li>• <u>Land Use &amp; Community Design P4.03.01</u>: Designate areas that may be appropriate for industrial, commercial, and residential land uses while protecting and conserving farmland and natural resources. <ul style="list-style-type: none"> <li>• The County and City of Nampa both identify the area for residential growth, not commercial growth (Exhibits B.2c &amp; d).</li> </ul> </li> <li>• <u>Land Use &amp; Community Design P4.03.02</u>: Encourage the development of individual parcels and subdivisions that do not fragment existing land use patterns. <ul style="list-style-type: none"> <li>• The County and City of Nampa both identify the area for residential growth, not commercial growth (Exhibits B.2c &amp; d).</li> </ul> </li> <li>• <u>Land Use &amp; Community Design P4.04.02</u>: Align planning efforts in areas of city impact. <ul style="list-style-type: none"> <li>○ The parcel and surrounding area are located in the Nampa Area of City Impact. Nampa designates the future land use of the parcel and area as “Low-Density Residential” (Exhibit B.2d). The City of Nampa opposes the request (Exhibit D.1).</li> </ul> </li> </ul> <p><i>See criteria 07-06-07(6)A2 &amp; A3 findings for supporting evidence.</i></p>
			<p><b>07-06-07(6)A2</b> <b>When considering the surrounding land uses, is the proposed conditional rezone more appropriate than the current zoning designation?</b></p> <p>In consideration of the surrounding land uses, the proposed conditional rezone to a “CR-C-1” (Conditional Rezone – Neighborhood Commercial) is <u>not</u> more appropriate than the current zoning designation of “R-R” (Rural Residential).</p> <p><b>Existing/Current Conditions</b></p> <p>The parcel and surrounding area are zoned “R-R” (Rural Residential, two-acre average minimum lot size, Exhibit B.2e). According to CCCO §07-10-25(2), “the purpose of the R-R (Rural Residential) Zone is to encourage and guide growth in areas where a rural lifestyle may be determined to be suitable.” The zoning is commensurate with the 2030 Canyon County Comprehensive Plan which designates the parcel and area as “residential” (Exhibit B.2c).</p> <p>The parcel and area are in the Nampa Area of City Impact. The city designates the future land use of the area as “low-density residential” (Exhibit B.2d &amp; D.1). City jurisdiction is located approximately 2,000 feet west of the subject parcel (Exhibit B.2d).</p> <p>The area consists of parcels with an average lot size of 1.78 acres and a median of 1.05 acres. There are 46 residential subdivisions within a one-mile radius consisting of 844 lots and an average lot size of 1.38 acres (Exhibit B.2g). 13 of the 46 subdivisions are located in the City of Nampa.</p> <p>The following land use decisions were found in the vicinity between 2016 and 2024 demonstrating the support of residential growth in the area:</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><b>Staff Analysis</b></p>

			<ul style="list-style-type: none"> <li>• <u>PH2016-10 – Parcel R30461</u>: Rezone from “R-R” to “R-1” (Single Family Residential, one-acre average minimum lot sizes, 12,000 square foot lot sizes if connected to city water/sewer).</li> <li>• <u>RZ2022-0008 – Parcel R30591</u>: Rezone from “A” to a “CR-R-1”.</li> <li>• <u>RZ2018-0027 – Parcel R247916010</u>: Rezone from “R-R” to “R-1”.</li> <li>• <u>PH2018-64 – Parcel R27925</u>: Rezone from “R-R” to “R-1”.</li> </ul> <p><b>Request</b></p> <p>The applicants request a “C-1” (Neighborhood Commercial) zone. Pursuant to CCCO §07-10-25(5), “the purpose of the C-1 (Neighborhood Commercial) Zone is to provide for local commercial service needs and to restrict incompatible uses.”</p> <p>There are no commercial zones or similar land use decisions within the vicinity of the subject parcel (Exhibit B.2f). The applicant states the area has similar businesses within the vicinity (Exhibit A.2). Businesses found within the immediate area (Nick’s Custom Designs, Gem Swim, Holistic Alchemist Wellness and Bodywork, and Zeguro Tax and Accounting, Exhibit B.6) are allowed in the “R-R” zone subject to meeting home business or home occupation requirements per CCCO Section 07-02-03, 07-10-27, and 07-14-11 &amp; 13 (Exhibit B.5). Based on the site visit (Exhibit C), staff did not find any contractor shops/staging area uses in the immediate area.</p> <p>The nearest commercial use and designation is the Nampa Gateway Center within Nampa city jurisdiction approximately 2,500 west of the subject parcel. The City of Nampa opposes the request and requested uses due to the city’s future land use designation supporting low-density residential zones and that the uses proposed are not supported in a low-density residential zone (Exhibit D.1).</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p><b>07-06-07(6)A3</b></p> <p><b>Is the proposed conditional rezone compatible with surrounding land uses;</b></p> <p>The proposed conditional rezone to “CR-C-1” (Conditional Rezone – Neighborhood Commercial) is <u>not</u> compatible with surrounding land uses.</p> <p>Pursuant to Canyon County Ordinance 07-02-03: “Land uses are compatible if: a) they do not directly or indirectly interfere or conflict with or negatively impact one another and b) they do not exclude or diminish one another’s use of public and private services. A compatibility determination requires a site-specific analysis of potential interactions between uses and potential impacts of existing and proposed uses on one another. Ensuring compatibility may require mitigation from or conditions upon a proposed use to minimize interference and conflicts with existing uses.”</p> <p>The parcel and surrounding area are zoned “R-R” (Rural Residential, two-acre average minimum lot size, Exhibit B.2e). The parcel and area are in the Nampa Area of City Impact. The city designates the future land use of the area as “low-density residential” (Exhibit D.1 &amp; B.2d).</p> <p>The area consists of parcels with an average lot size of 1.78 acres and a median of 1.05 acres. There are 46 residential subdivisions within a one-mile radius consisting of 844 lots and an average lot size of 1.38 acres (Exhibit B.2g). 13 of the 46 subdivisions are located in the City of Nampa.</p>
			<p><b>Staff Analysis</b></p>

			<p>The following land use decisions were found in the vicinity between 2016 and 2024 demonstrating the support of residential growth in the area:</p> <ul style="list-style-type: none"> <li>• <u>PH2016-10 – Parcel R30461</u>: Rezone from “R-R” to “R-1” (Single Family Residential, one-acre average minimum lot sizes, 12,000 square foot lot sizes if connected to city water/sewer).</li> <li>• <u>RZ2022-0008 – Parcel R30591</u>: Rezone from “A” to a “CR-R-1”.</li> <li>• <u>RZ2018-0027 – Parcel R247916010</u>: Rezone from “R-R” to “R-1”.</li> <li>• <u>PH2018-64 – Parcel R27925</u>: Rezone from “R-R” to “R-1”.</li> </ul> <p>There are no commercial zones or similar land use decisions within the vicinity of the subject parcel except Nampa Gateway Center approximately 2,500 feet west of the parcel in Nampa city limits and some home business and home occupation uses that are allowed in an “R-R” Zone (Exhibits B.2f &amp; B.6).</p>
☒	☐	☐	<p><b>07-06-07(6)A4</b></p> <p><b>Will the proposed conditional rezone negatively affect the character of the area? What measures will be implemented to mitigate impacts?</b></p>
			<p><i>Staff Analysis</i></p> <p>The proposed conditional rezone will negatively affect the character of the area. However, the applicants propose conditions such as hours of operation and site-obscuring fencing to minimize the impacts on the surrounding residential uses. The letter of intent (Exhibit A.2) states the property is used for their business, CBI Insulation, which includes the parking of six box trucks and employee parking for nine employees (Exhibit A.4). The parking area is enclosed by vinyl fencing. Business hours are approximately 7 am to 5 pm (box truck parking 5 pm to 7 am). The existing detached garage has a restroom that may be for employees.</p> <p>The area consists predominantly of residential uses. Staging areas, contractor shops, and caretaker residences are prohibited in all residential zoning districts (Exhibit B.5). In the “A” (Agricultural) zone, the next closest designation (Exhibit B.2e), the requested uses require a conditional use permit due to the uses possessing “characteristics which require review and appraisal by the commission to determine whether or not the use would cause any damage, hazard, nuisance or other detriments to persons or property in the vicinity” (CCCO §07-07-01: Conditional Use Permit – Purpose).</p> <p>There are no commercial zones or similar approved uses within the vicinity of the subject parcel (Exhibit B.2).</p>
☒	☐	☐	<p><b>07-06-07(6)A5</b></p> <p><b>Will adequate facilities and services including sewer, water, drainage, irrigation, and utilities be provided to accommodate the proposed conditional rezone;</b></p>
			<p><i>Staff Analysis</i></p> <p>The project will have adequate sewer, water, drainage, irrigation, and utilities to accommodate the proposed conditional rezone.</p> <p><b>Sewer:</b> The existing dwelling is served by a septic system. The staging area/contractor shop uses requested as part of the conditional rezone application do not require a new septic system (Exhibit A.4). The existing garage restroom may be used for employees (Exhibit A.2). Southwest District Health requests the applicant meet regarding the request (Exhibit D.4). No information was submitted demonstration a meeting was completed.</p>

				<p><b>Water:</b> The existing dwelling is served by a domestic well. The staging area/contractor shop uses requested as part of the conditional rezone application do not require a new well. The existing well can used for fire suppression (Exhibit A.4).</p> <p><b>Drainage:</b> It appears that drainage is maintained on-site (Exhibit B.2a and C). Nampa-Meridian Irrigation District requests all drainage be maintained on-site (Exhibit D.2).</p> <p><b>Irrigation:</b> The applicant does not say if they have irrigation water rights or if the property is irrigated by a well. The letter from the Nampa-Meridian Irrigation District does not indicate if the property has water rights from the district (Exhibit D.2). The property only has approximately 0.26 acres of grass/tree areas. The rest of the property is gravel (Exhibit B.2a). Therefore, the property could be irrigated by domestic well per Idaho Code Section 42-111.</p> <p><b>Utility:</b> The property appears to have utilities established for the existing dwelling (Exhibit C).</p>
☒	☐	☐	<b>07-06-07(6)A6</b>	<b>Does the proposed conditional rezone require public street improvements in order to provide adequate access to and from the subject property to minimize undue interference with existing or future traffic patterns? What measures have been taken to mitigate traffic impacts?</b>
			<i>Staff Analysis</i>	The subject property has access to Stamm Lane, a rural local roadway. Nampa Highway District #1 does not state any concerns regarding the request and future traffic subject to meeting access requirements (Exhibit D.6). <i>See criteria 07-06-07(6)A7 for additional evidence.</i>
☒	☐	☐	<b>07-06-07(6)A7</b>	<b>Does legal access to the subject property for the conditional rezone exist or will it exist at the time of development; and</b>
			<i>Staff Analysis</i>	The subject property does have legal access to the existing residential development. Commercial access requirements must be completed per highway district standards.  The subject property has access to Stamm Lane, a rural local roadway. Nampa Highway District #1 requires commercial accesses to be a paved apron installed per ACCHD Standard Drawing #ACCHD-106. The applicants will need to upgrade the existing residential access to a paved apron to meet Highway District Commercial Access standards (Exhibit D.6).
☒	☐	☐	<b>07-06-07(6)A8</b>	<b>Will the proposed conditional rezone amendment impact essential public services and facilities, such as schools, police, fire, and emergency medical services? What measures will be implemented to mitigate impacts?</b>
			<i>Staff Analysis</i>	The proposed uses are not anticipated to impact essential public services and facilities including, but not limited to schools, police, fire, and emergency medical services. Any necessary measures to mitigate impacts are detailed below.  <b>Schools:</b> The property is served by the Nampa School District (Exhibit B.1). The request with limited uses is not anticipated to impact the school district. No comment was received from the district.  <b>Police:</b> The property is served by the Canyon County Sheriff’s Office. No comment or concerns were received from the Sherriff’s Office.

				<p><b>Fire Protection &amp; Emergency Medical Services:</b> The property is served by Nampa Fire District and Canyon County Paramedics/EMT. No comments or concerns were received from Canyon County Paramedics/EMT. Nampa Fire District is not opposed to the request (Exhibit D.5). The request does not negatively impact response time. The property is 1.6 miles from Nampa Fire Station 5 with a response time of approximately four minutes.</p>
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**Table 2. Area of City Impact – Nampa (Chapter 9, Article 11 of the Canyon County Code of Ordinances)**

<p><b>09-11-25: APPLICATION PROCEDURES:</b> The following procedures shall be adhered to in processing applications within the Nampa area of city impact:</p> <p>(1) Land Use Applications: All land use applications submitted to Canyon County including, but not limited to, rezones, conditional rezones, conditional use permits, variances, and land divisions requiring notification of a public hearing, shall be referred to the city of Nampa in the manner as provided for in subsection 09-11-17(3) of this article.</p>				
Compliant			County Ordinance and Staff Review	
Yes	No	N/A	Code Section	Analysis
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>09-11-17(1)</b>	The Canyon County comprehensive plan, as amended, shall apply to the Nampa area of city impact. Canyon County recognizes that the city of Nampa has also developed a comprehensive plan and accompanying map for the Nampa area of city impact. Canyon County shall give consideration to the city's comprehensive plan map designations when evaluating development requests with the Nampa area of city impact.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Staff Analysis</b>	The City of Nampa's comprehensive plan designates the parcel and surrounding area as "Low-Density Residential" on the future land use map (Exhibit D.1). When considering the City of Nampa's future land use map, the request is not compatible. A comment was received from the City of Nampa's Planning and Zoning Division on October 9, 2024 (Exhibit D.1). The city opposes the request due to the proposed commercial zone and requested uses not being compatible with the Low-Density Residential designation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>09-11-17(3)</b>	All proposals to amend Canyon County's comprehensive plan, which may pertain to the Nampa area of city impact, but which do not originate from the city of Nampa, shall be referred to the city of Nampa's planning and community development director at least thirty (30) calendar days prior to the first county public hearing on the matter and the city of Nampa may make a recommendation before or at said public hearing. After the city receives its initial thirty (30) days' notice, any further notice of proposed changes to the proposal will be provided to the city of Nampa at least seven (7) days prior to the public hearing. If a recommendation is received by the county from the city of Nampa, it shall be given consideration by the county, provided it is factually supported, but such recommendation shall not be binding on the county. If no recommendation is received, Canyon County may proceed without the recommendation of the city of Nampa.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Staff Analysis</b>	The City of Nampa was noticed on October 9, 2024, and January 29, 2025. A comment was received from the City of Nampa's Planning and Zoning Division on October 9, 2024 (Exhibit D.1).

#### 4. AGENCY COMMENTS:

Agencies including the Canyon County Sheriff's Office, Canyon County Paramedics/EMT, Canyon County Emergency Services, Nampa Fire District, State Fire Marshall, Boise-Kuna Irrigation District, Nampa-Meridian Irrigation District, Nampa Highway District No. 1, Nampa School District, Valley Regional Transit, Idaho Power, Intermountain Gas, CenturyLink, Ziply, Canyon County Assessor's Office, Canyon County Building Department, Canyon County Code Enforcement Department, Canyon County DSD Engineering, Canyon County DSD GIS, Environmental Protection Agency, Idaho Department of Water Resources (Water Rights), Southwest District Health, and the City of Nampa were notified of the subject application.

Staff received agency comments from the City of Nampa, Nampa-Meridian Irrigation District, DSD Engineering, Southwest District Health, Nampa Fire District, and Nampa Highway District #1. All agency comments received by the aforementioned materials deadline are located in **Exhibit D**.

Pursuant to Canyon County Ordinance 01-17-07B Materials deadline, the submission of late documents or other materials does not allow all parties time to address the materials or allow sufficient time for public review. After the materials deadline, any input may be verbally provided at the public hearing to become part of the record.

#### 5. PUBLIC COMMENTS:

No public comments were received by the materials deadline date of February 24, 2025.

Pursuant to Canyon County Ordinance 01-17-07B Materials deadline, the submission of late documents or other materials does not allow all parties time to address the materials or allow sufficient time for public review. After the materials deadline, any input may be verbally provided at the public hearing to become part of the record.

#### 6. SUMMARY & RECOMMENDED CONDITIONS:

In consideration of the application and supporting materials, staff concludes that the proposed conditional rezone is is not **compliant** with Canyon County Code of Ordinances §07-06-07(6). A full analysis is detailed within the staff report.

If the Planning and Zoning Commission recommends approval of the request to the Board of County Commissioners, the following conditions of the development agreement should be considered:

1. Prior to the commencement of use, development shall comply with all applicable federal, state, and county laws, ordinances, rules, and regulations. Compliance includes (but not limited to):
  - a. Southwest District Health requests the applicant meet regarding the request (Exhibit D.4).
  - b. Nampa-Meridian Irrigation District requests all drainage be maintained on-site (Exhibit D.2).
  - c. Nampa Highway District #1 requires commercial accesses to be a paved apron installed per ACCHD Standard Drawing #ACCHD-106 (Exhibit D.6).
    - i. Compliance is required within 3 months of approval.
2. The subject parcel, R34456, approximately 1.05 acres as described in Exhibit \_\_\_\_ (reserved for *legal description*) will be zoned "CR-C-1" (Conditional Rezone - Neighborhood Commercial) subject to the following conditions:
  - a. Uses are limited to the following:
    - i. Staging Area subject to compliance with all use standards (CCCO Section 07-14-29) and applicant's letter of intent regarding the staging area hour of operation, fencing, and employee parking (Exhibit A.2);
      - Compliance is required within 3 months of approval.
    - ii. Contractor Shop subject to conditional use permit approval; and



- iii. Caretaker residence.
- b. The “C-1” Zone and limited uses shall expire and cease if the parcel is annexed into the City of Nampa.
3. The developer shall comply with CCCO §07-06-07(4): Time Requirements: "All conditional rezone for a land use shall commence within two (2) years of the approval of the board."

**7. EXHIBITS:**

**A. Application Packet & Supporting Materials**

1. Master Application
2. Letter of Intent
3. Neighborhood Meeting
4. Land Use Worksheet
5. Warranty Deed, instrument No. 2021-050798
6. Letter from applicant received February 7, 2025.

**B. Supplemental Documents**

1. Parcel Tool
2. Cases Maps/Reports
  - a. Aerial
  - b. Vicinity
  - c. Future Land Use – County
  - d. Future Land Use – Nampa
  - e. Zoning
  - f. Cases
  - g. Subdivision
  - h. TAZ Households
3. CDEF2023-0035 – Notice of Violation
4. Google Earth Aerial Imagery
5. Land Use Matrix – CCCO §07-10-27
6. Nearby Businesses - Google Maps

**C. Site Visit Photos: December 30, 2024**

**D. Agency Comments Received by February 24, 2025**

1. City of Nampa – Planning and Zoning: Email received October 9, 2024
2. Nampa-Meridian Irrigation District: Letter dated October 21, 2024
3. DSD Engineering: Letter dated October 22, 2024
4. Southwest District Health: Email received October 10, 2024
5. Nampa Fire District: Email received November 4, 2024
6. Nampa Highway District #1: Letter dated October 10, 2024

**EXHIBIT A**

**Application Packet & Supporting Materials**

Planning & Zoning Commission

Case# CR2023-0005

Hearing date: March 6, 2025

# MASTER APPLICATION

## CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

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



<b>PROPERTY OWNER</b>	OWNER NAME: <u>Linda L. Bowery and Charles D. Bowery Jr.</u>
	MAILING ADDRESS: <u>6019 Stamm Ln, Nampa, ID 83687</u>
	PHONE: <u>208-577-8292</u> EMAIL: <u>cbi.insulation@yahoo.com</u>

I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If owner(s) are a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.

Signature: Linda Bowery Date: 2/21/23

<b>(AGENT) ARCHITECT ENGINEER BUILDER</b>	CONTACT NAME: <u>n/a</u>
	COMPANY NAME:
	MAILING ADDRESS:
	PHONE: EMAIL:

<b>SITE INFO</b>	STREET ADDRESS: <u>6019 Stamm Ln., Nampa, ID 83687</u>	
	PARCEL #: <u>R24645</u>	LOT SIZE/AREA: <u>1.05 Acre</u>
	LOT: BLOCK: <u>5</u>	SUBDIVISION: <u>Nampa Apple Orchard</u>
	QUARTER: <u>SE</u>	SECTION: <u>18</u> TOWNSHIP: <u>3N</u> RANGE: <u>1W</u>
	ZONING DISTRICT:	FLOODZONE (YES/NO): <u>No</u>

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

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

CASE NUMBER: <u>CR2023-0005</u>	DATE RECEIVED: <u>3/9/2023</u>
RECEIVED BY: <u>Sage H</u>	APPLICATION FEE: <u>\$1,400.00</u> <input checked="" type="checkbox"/> MO <input type="checkbox"/> CC <input type="checkbox"/> CASH

**Letter of Intent**  
**Conditional Rezone**

March 8, 2023

To: Canyon County Development Services Department  
Re: Conditional Rezone – Parcel #R24645

To Whom It May Concern,

We are submitting this Letter of Intent along with our master application for a Conditional Rezone of our property at 6019 Stamm Ln, Nampa, ID 83687. Due to our recent receipt of Notice of Violation, we were made aware that we are currently zoned Rural Residential (RR) and that we are in violation of the Staging Area portion of the code. This is due to parking our 6 box trucks for our business, CBI Insulation (CBI), and our employee vehicles in our lower parking lot.

We were unaware that we were violating any codes, as we specifically purchased this property almost 2 years ago and have been using it for our trucks and employee vehicles since that time. The prior owners also used this property for business activities. We also reside in our personal home on the property.

We believe that a Conditional Rezone of our parcel is completely consistent with the future zoning in this area. The 2040 Nampa Comprehensive Plan shows a rezoning of this entire area to a zoning description that allows for mixed use.

Our request will not impact the character of the area. There are no agricultural or basic rural areas close to us any longer. Also, as mentioned above, we have been using this property for our business parking for almost 2 years. There are multiple other businesses in the immediate surrounding area, most of which have company vehicles, employee vehicles, etc. at them at times during the day.

CBI does not perform any retail or wholesale activities from this property, nor make any excessive noise. The most noise made is the opening and closing of the doors, and the truck/vehicle start-ups. Our standard working hours for our employees are 6:30 a.m. to approximately 4:30 p.m. We set these hours so that we could avoid any high traffic times along Stamm Lane. The employees arrive in the morning, park their personal vehicles in our lot, and take the CBI Insulation box trucks and leave for the day returning after work and leaving.

As far as adequate facilities (i.e. sewer, water, irrigation, utilities) are concerned, none of these are required for the parking lot. We have a shop on the lot that has a restroom in it for any sanitary needs our employees may have while picking up the company vehicles.

We have full legal access to our property. We have 3 entrances, 2 of which are designated for our employees and entry/exit of our trucks. Upon purchase of this property, we met with the Nampa Road Department to verify that we are “grandfathered” in to have our 3<sup>rd</sup> access for the parking area.

We will not need any public street improvements for adequate access that would minimize interference with Stamm Lane.

Upon approval by the County for a conditional re-zone, we should not need to make any further changes to our property. We have already made some significant improvements as follows:

\*Upon purchase of this property, we installed a full perimeter, 5 foot tall solid vinyl fence with 3 gates in order to isolate the parking area from Stamm Lane\*\*

\*We also installed an electrical fixture on our property that helps to light up the area along Stamm in front of our property that shines directly on Stamm where the School Bus stop is – lighting the area for the children while they wait for the bus.

CBI is a business that we started in 2008, and it has been running successfully since that time. We strive to follow all laws and regulations, and would like to continue to use our personal property for staging/parking as we have been. Our success is partially due to our ability to keep our overhead costs down, which is why we purchased this property.

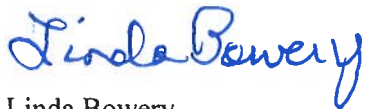
We held our neighborhood meeting on Tuesday, March 7, 2023. Out of 30 neighbors notified, 2 showed up and they both indicated they have absolutely no concerns with our use of the property.

CBI Insulation fulfills the needs of our close neighbors, customers and all clients by providing great service and we are involved both personally and with CBI in supporting the local community!

We would like to request that Canyon County allow us a conditional rezone of our property to a C1 so that we are no longer in violation of Code CCZO 07-10-27 for the parking/staging area. We appreciate your consideration on this matter.

If you have any questions or need anything further, please contact either Linda or Charles Bowery via email at [CBI.INSULATION@YAHOO.COM](mailto:CBI.INSULATION@YAHOO.COM), or text/call to 208-577-8292 or 208-794-1572.

Respectfully,



Linda Bowery



Charles Bowery Jr

A R-R R-1 R-2 C-1 C-2 M-1 M-2 MU-A

Secondary residence	A	A	A	C	-	-	-	-	-
Shooting range (indoor)	C	-	-	-	-	A	A	A	A
Shooting range (outdoor)	C	-	-	-	-	-	-	-	-
Similar uses to a conditional use	C	C	C	C	C	C	C	C	C
Similar uses to allowed use	A	A	A	A	A	A	A	A	A
Single-family dwelling, 1 per lot or parcel unless otherwise provided in this chapter	A	A	A	-	-	-	-	-	-
Single-family dwellings, but not more than 2 such dwellings per lot or parcel unless otherwise provided for in this chapter	-	-	-	A	-	-	-	-	-
Slaughterhouse	C	-	-	-	-	-	C	A	-
Small wind energy systems	D	D	D	D	D	D	D	D	D
Special events facility	C	-	-	-	A	A	-	-	A
Staging area <i>Parking</i>	C	-	-	-	A	A	A	A	A
Tannery	-	-	-	-	-	-	-	A	-
Taverns, lounges, or wine bars	-	-	-	-	C	C	C	-	C
Telecommunication facility	C	C	C	C	C	C	A	A	C
Temporary uses	D	D	D	D	-	-	-	-	-
Theater	-	-	-	-	C	A	A	-	A
Transit or trucking terminal and/or service facility	-	-	-	-	-	C	A	A	C
Utility distribution system	A	A	A	A	A	A	A	A	A
Utility facility	D	D	D	D	A	A	A	A	A
Vehicle fueling station with convenience store	-	-	-	-	C	A	A	A	C
Vehicle sales lot	-	-	-	-	-	A	A	-	A
Vehicle service facility	-	-	-	-	C	A	A	A	A
Warehousing, wholesaling and distribution facilities	-	-	-	-	-	C	A	A	C
Water infiltration	C	-	-	-	-	-	C	C	-
Wind farm	C	-	-	-	-	-	C	C	-
Winery, distillery, brewery	D	-	-	-	-	-	A	A	C
Yard/garage sales (associated with any residential uses)	A	A	A	A	-	-	-	-	-
Zoo	C	-	-	-	-	-	C	-	-

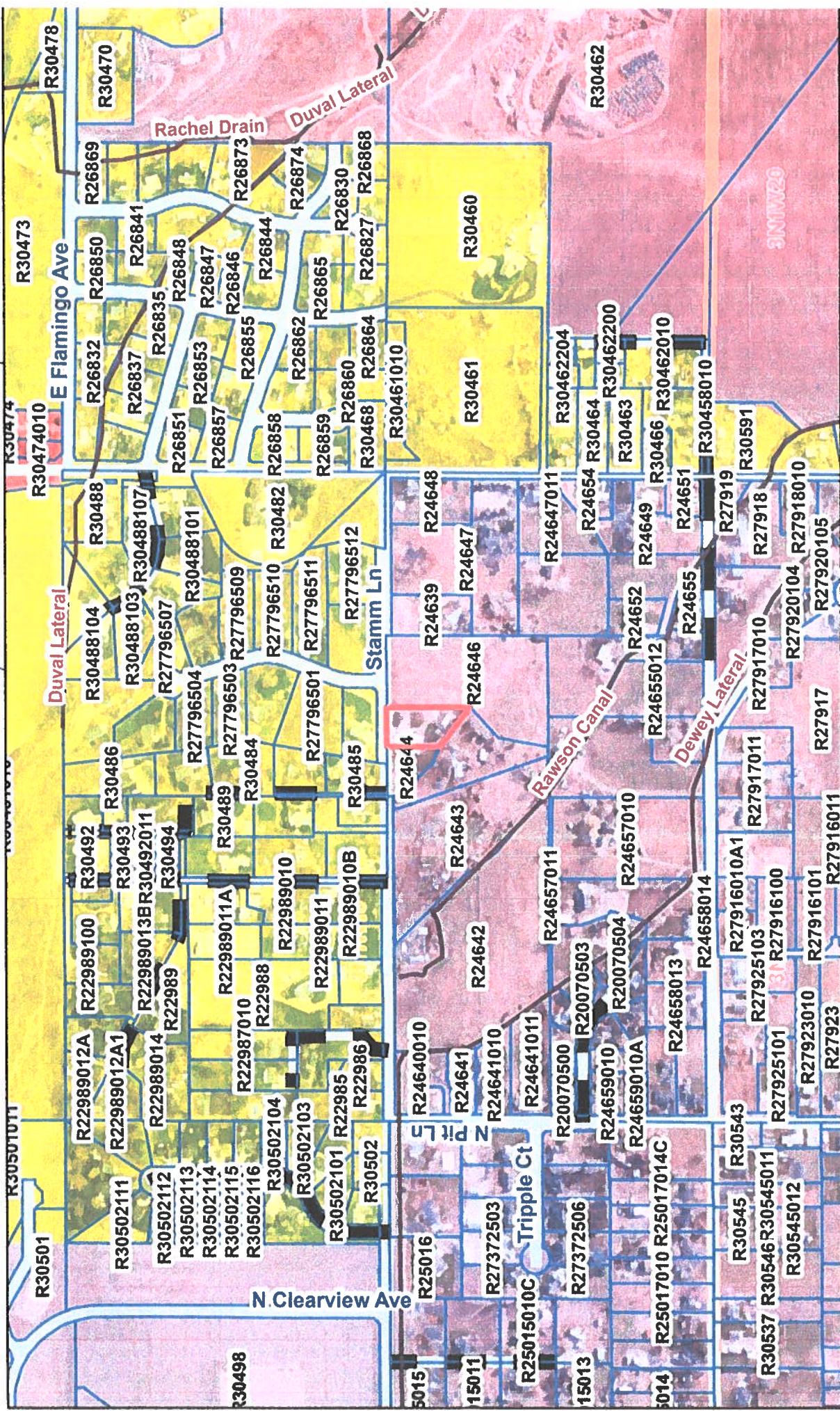
Notes:

1. See confined animal feeding operation (CAFO), chapter 8 of this Code.
2. With a sight obscuring fence (see section 07-02-03: of this chapter).
3. In accordance with subsection 07-14-17(6) of this chapter.

(Ord. 19-038, 8-30-2019 ; amd. Ord. 20-012, 5-29-2020 )



# Canyon County, ID Web Map of Nampa Comprehensive Plan



2/17/2023, 10:10:43 AM

1:9,028

0 0.05 0.1 0.15 0.2 mi

0 0.07 0.15 0.3 km

County of Ada, Bureau of Land Management, State of Oregon, State DOT, State of Oregon GEO, Esri, Canada, Esri, HERE, Garmin, INC Intermap, USGS, METI/INASA, EPA, USDA

County of Ada, Bureau of Land Management, State of Oregon, State DOT, State of Oregon GEO, Esri, Canada, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/INASA, EPA, USDA | COMPASS | Nampa GIS | Canyon County S

Canyon

Parcel Number Search\_Query result

Hydro\_NHDFlowline

CC\_PrivateRoads

Interstate

Roads

Roads

Commercial

Low Density Residential

Community Mixed Use

County Boundary

Current Impact Area

City Limits

Sections

CanyonCountyRoads Nampa Comp Plan 2040

Commercial

Low Density Residential

Community Mixed Use



**NEIGHBORHOOD MEETING SIGN-UP**

**CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT**

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

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



**NEIGHBORHOOD MEETING SIGN UP SHEET**  
**CANYON COUNTY ZONING ORDINANCE 507-01-15**

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: <u>6019 Stamm Ln.</u>	Parcel Number: <u>R24645</u>
City: <u>Nampa</u>	State: <u>ID</u> ZIP Code: <u>83687</u>
Notices Mailed Date: <u>2-22-23</u>	Number of Acres: <u>1</u> Current Zoning: <u>RR</u>
Description of the Request: <u>Conditional Re-Zone to accommodate parking</u>	

**APPLICANT / REPRESENTATIVE INFORMATION**

Contact Name: <u>Linda L. Bowery and Charles D. Bowery Jr.</u>
Company Name: <u>CBI Insulation</u>
Current address: <u>6019 Stamm Ln.</u>
City: <u>Nampa</u> State: <u>ID</u> ZIP Code: <u>83687</u>
Phone: <u>208-577-8292 or 208-794-1572</u> Cell: <u></u> Fax: <u>n/a</u>
Email: <u>cbi.insulation@yahoo.com</u>

**MEETING INFORMATION**

DATE OF MEETING: <u>3-7-2023</u>	MEETING LOCATION: <u>6019 Stamm Ln., Nampa</u> <sup>Parking Lot</sup>
MEETING START TIME: <u>5:30 p.m.</u>	MEETING END TIME: <u>6:11 p.m.</u>

**ATTENDEES:**

NAME (PLEASE PRINT)	SIGNATURE:	ADDRESS:
1. <u>JOHNNY HARVEY</u>	<u>[Signature]</u>	<u>5909 STAMM LN NAMPA ID 83687</u>
2. <u>Kaye Rhoads</u>	<u>[Signature]</u>	<u>5703 Stamm Lane Nampa ID</u>
3. <u>Linda Bowery</u>	<u>[Signature]</u>	<u>6019 Stamm Ln, Nampa ID 83687</u>
4. <u>Charles D Bowery Jr</u>	<u>[Signature]</u>	<u>6019 Stamm Ln, Nampa ID</u>
5.		
6.		
7.		
8.		
9.		

Name

Signature

Address

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):

Linda Bowery

APPLICANT/REPRESENTATIVE (Signature): Linda Bowery

DATE: 3 / 7 / 23

**Notice of Neighborhood Meeting**  
**Conditional Rezone**  
**Pre-Application Requirement for a Public Hearing**

February 21, 2023

Dear Friends and Neighbors,

Due to recent circumstances and Canyon County code requirements, we are in the process of submitting an application for a Conditional Rezone permit to Canyon County Development Services (DSD). One of the requirements necessary prior to submitting the application is to hold a “neighborhood meeting” and provide information to our surrounding neighbors (Canyon County Zoning Ordinance 07-01-15).

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

The neighborhood meeting details are as follows:

**Date:** Tuesday, March 7, 2023  
**Time:** 5:30 p.m.  
**Location:** 6019 Stamm Ln, Nampa, ID 83687  
**Property Description:** Parking Lot

The project is summarized below:

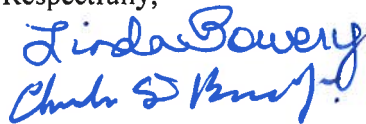
**Site Location:** 6019 Stamm Ln, Nampa, ID 83687  
**Proposed Access/Changes:** None

\*\*We are applying for this rezone in order to meet the Canyon County code for parking lot for our company vehicles – changes to the property have previously been made over the last 2 years to accommodate this area\*\*

At their request, please do not call Canyon County Development Services regarding this meeting. This is a pre-application requirement only and we have not yet submitted an application for consideration.

We look forward to the neighborhood meeting and encourage you to attend especially if you have any questions or concerns. If you have any questions prior to the meeting, please contact either Linda or Charles Bowery via email at [CBI.INSULATION@YAHOO.COM](mailto:CBI.INSULATION@YAHOO.COM), or text/call to 208-577-8292 or 208-794-1572.

Respectfully,



Linda Bowery  
Charles Bowery

PARCEL_NO	OwnerName	Address	City	State	ZipCode
✓ R27796510	SANFORD AMBER	1210 VIRGINIA CIR	NAMPA	ID	83687
✓ R24647010	HEPTON JOHN	913 N ROBINSON RD	NAMPA	ID	83687
✓ R24646	HARMAN PAUL	5723 STAMM LN	NAMPA	ID	83687
✓ R24644	HARVEY JOHNNY CURTIS @@	5909 STAMM LN	NAMPA	ID	83687
✓ R24657011	FELTON SHAWNA <i>KayeRhoads</i>	5703 STAMM LN	NAMPA	ID	83687
✓ R24643	HARMAN PAUL	5723 STAMM LN	NAMPA	ID	83687
✓ R24643010	DEKASTLE REUBEN J	5825 STAMM LN	NAMPA	ID	83687
✓ R27796512	IBARRA TONY TREJO	6120 STAMM LN	NAMPA	ID	83687
✓ R30490011	RAD HOMES LLC	8400 E HARPSTER CT	NAMPA	ID	83687
✓ R24655010	PERKINS LARA L	6040 E ORCHARD AVE	NAMPA	ID	83687
✓ R27796503	CASSELL DWIGHT F	1225 VIRGINIA CIR	NAMPA	ID	83687
✓ R30489	GARRINGER MATTHEW W	1301 N 59TH ST	NAMPA	ID	83687
✓ R24656010	CALDERON EFRAIN	5900 E ORCHARD AVE	NAMPA	ID	83687
✓ R27796509	CLAYTON RANDAL LORIN	1220 VIRGINIA CIR	NAMPA	ID	83687
✓ R24639	MAXFIELD TROY W	6107 STAMM LN	NAMPA	ID	83687
✓ R27796500	MONTGOMERY PHYLLIS A	1109 VIRGINIA CIR	NAMPA	ID	83687
✓ R30489012	APODACA TERESA	5808 STAMM LN	NAMPA	ID	83687-9564
✓ R24655012	MCNELIS EDWARD J	621 N ROBINSON RD	NAMPA	ID	83687
✓ R30489010A	WOODBURN BRYAN	1216 N 58TH ST	NAMPA	ID	83687
✓ R27796501	PRIETO MANUEL	817 LONG VALLEY ST	NAMPA	ID	83687
✓ R27796513	FOWBLE DEE ANNA	6100 STAMM LN	NAMPA	ID	83687
✓ R30490	HOLM BENJAMIN R	5824 STAMM LN	NAMPA	ID	83687
✓ R27796502	MC GOWN JOHN PATRICK	1211 VIRGINIA CIR	NAMPA	ID	83687
✓ R30489011	HARPER ED E	1215 N 59TH ST	NAMPA	ID	83687
✓ R30484	FONSECA GRACIELA	1208 N 59TH ST	NAMPA	ID	83687
✓ R30484010	VAN BUREN JOHN DARREL	1200 N 59TH ST	NAMPA	ID	83651
✓ R27796511	ASHFORD JOHN S	1124 VIRGINIA CIR	NAMPA	ID	83687
✓ R22989010B	MCFARLAND LIVING TRUST	1119 N 58TH ST	NAMPA	ID	83687
✓ R24657010	MILLS LARRY R	5822 E ORCHARD AVE	NAMPA	ID	83687
✓ R24645	BOWERY LINDA L	6019 STAMM LN	NAMPA	ID	83687
✓ R24642	FELTON SHAWNA <i>KayeRhoads</i>	5703 STAMM LN	NAMPA	ID	83687
✓ R24647	HEPTON JOHN R	913 N ROBINSON RD	NAMPA	ID	83687
✓ R30485	LANDERS MELVIN F JR	1112 N 59TH ST	NAMPA	ID	83687

## Neighborhood Meeting

- List of neighbors that were sent meeting notice

- 31 letters total

- Kept copy of USPS receipt showing mailing of all letters

# Neighborhood Notification Map

## Parcel No. R24645

### Buffer Distance 600 Feet

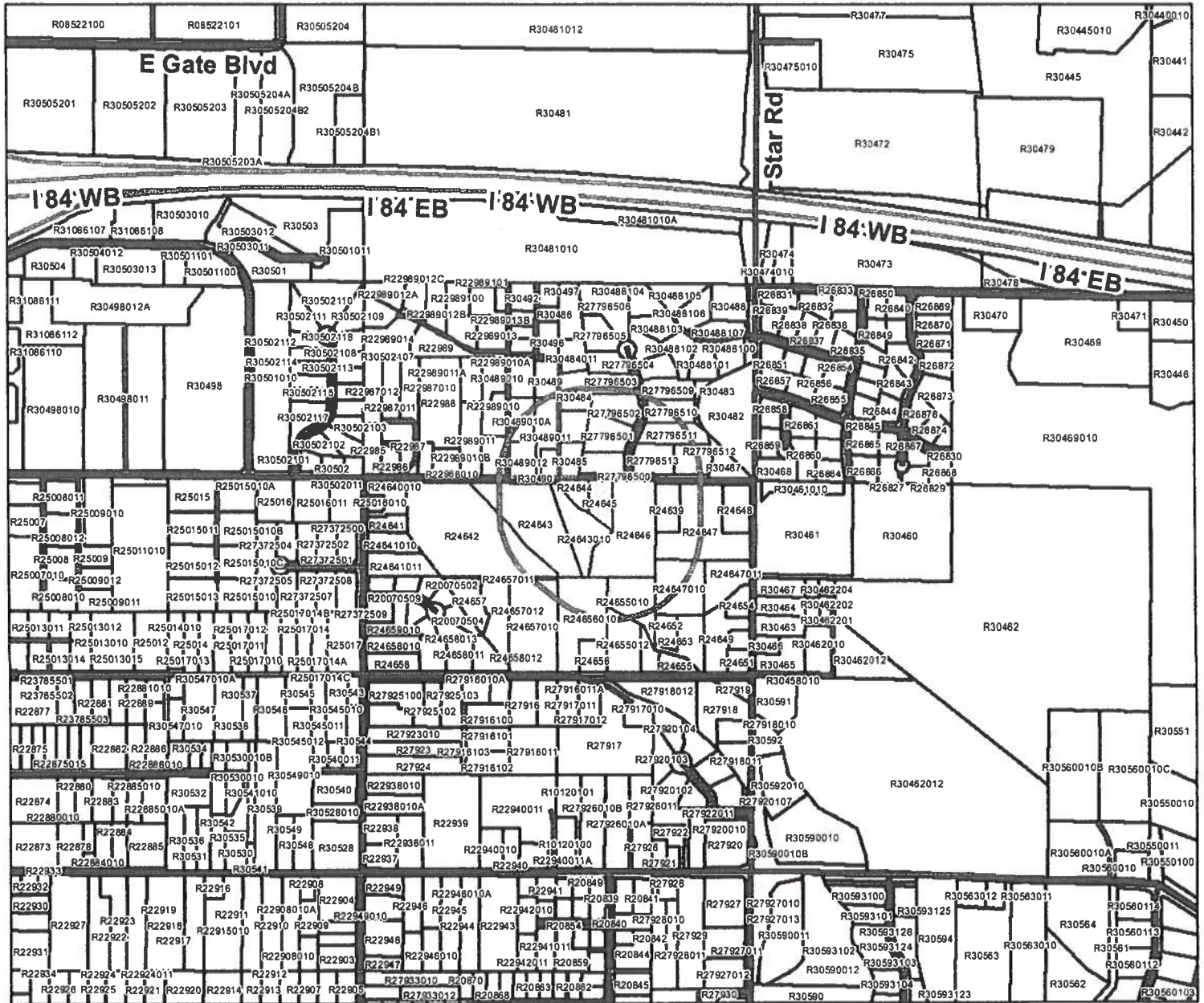
Canyon County  
Development Services  
111 North 11th Ave, #140  
Caldwell, ID 83605



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

Date: 2/17/2023  
By: SHuggins

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



Legend			
	NOTIFICATION BUFFER		Highway
	SUBJECT_PROPERTY		Interstate
	NOTIFIED PARCELS		Local Road
	TAX PARCELS		

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

The maps are provided "as-is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the user accessing this information. Canyon County, ID makes no warranties, express or implied, as to the use of the maps. There are no implied warranties of merchantability or fitness for a particular purpose. The user acknowledges and accepts all inherent limitations of the maps, including the fact that the maps are dynamic and in a constant state of maintenance, correction and revision. The maps do not represent a survey. Neither Canyon County, ID nor its officers and employees assume any liability for the accuracy of the data delineated on any map. In no event shall the Canyon County, ID or its officers or employees be liable for any damages arising in any way out of the use of this information.



# LAND USE WORKSHEET

## CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

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

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

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

### GENERAL INFORMATION

**1. DOMESTIC WATER:**  Individual Domestic Well  Centralized Public Water System  City

N/A – Explain why this is not applicable: not required for parking lot

How many Individual Domestic Wells are proposed? \_\_\_\_\_

**2. SEWER (Wastewater)**  Individual Septic  Centralized Sewer system

N/A – Explain why this is not applicable: not required for parking lot

**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: vinyl-solid Height: 6' tall, 3 gates

**8. STORMWATER:**

Retained on site  Swales  Ponds  Borrow Ditches

Other: n/a

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

n/a

**RESIDENTIAL USES**

**1. NUMBER OF LOTS REQUESTED:**

- Residential \_\_\_\_\_  Commercial 1  Industrial \_\_\_\_\_  
 Common \_\_\_\_\_  Non-Buildable \_\_\_\_\_

**2. FIRE SUPPRESSION:**

Water supply source: well

**3. INCLUDED IN YOUR PROPOSED PLAN?**

- Sidewalks  Curbs  Gutters  Street Lights  None

**NON-RESIDENTIAL USES**

**1. SPECIFIC USE:** Staging/Parking of CBI Box Trucks alternating with Employee vehicles

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

- Monday \_\_\_\_\_ to 24 hrs  
 Tuesday \_\_\_\_\_ to \_\_\_\_\_  
 Wednesday \_\_\_\_\_ to \_\_\_\_\_  
 Thursday \_\_\_\_\_ to \_\_\_\_\_  
 Friday \_\_\_\_\_ to \_\_\_\_\_  
 Saturday \_\_\_\_\_ to \_\_\_\_\_  
 Sunday \_\_\_\_\_ to \_\_\_\_\_

Parking -  
Box Trucks  
5 p.m. → 7:00 a.m.  
Employee Vehicles  
7:00 a.m. → 5 p.m.

**3. WILL YOU HAVE EMPLOYEES?**  Yes If so, how many? 9  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? 6 truck, 9 car

Is there is a loading or unloading area? NO

**ANIMAL CARE RELATED USES**

**1. MAXIMUM NUMBER OF ANIMALS:** n/a

**2. HOW WILL ANIMALS BE HOUSED AT THE LOCATION?** n/a  
 Building     Kennel     Individual Housing     Other \_\_\_\_\_

**3. HOW DO YOU PROPOSE TO MITIGATE NOISE?** n/a  
 Building     Enclosure     Barrier/Berm     Bark Collars

**4. ANIMAL WASTE DISPOSAL** n/a  
 Individual Domestic Septic System     Animal Waste Only Septic System  
 Other: \_\_\_\_\_





# TitleOne

a title & escrow co.

## PROPERTY INFORMATION

**Date:**

2/21/2023

**Prepared By:**

TitleOne Customer Service

**Property Address:**

6019 Stamm Ln Nampa 83687

**Parcel Number:**

R246450000

**Warmest Regards,**

The TitleOne Team

TitleOne Corporation

[www.TitleOneCorp.com](http://www.TitleOneCorp.com)

**Disclaimer**

Any property information contained in this email is subject to the following: This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder, and the company is not responsible beyond the amount paid for any errors and omissions contained herein.

**Canyon County Property Profile Information**



Parcel ID: R2464500000  
Alt Parcel ID: 05970005000A  
Property Addr: 6019 Stamm Ln  
Nampa ID 83687 - 8511



**Owner Information**

Name: Bowery, Linda L  
Bowery, Charles D Jr  
Address: 6019 Stamm Ln  
Nampa ID 83687 - 8511

**Assessor Information**

Legal Description: 18-3N-1W SE NAMPA APPLE ORCHARD  
TX 01561 BLK 5  
Twn/Range/Section: 03N / 01W / 18 / SE  
Acres: 0.98 (42,689 SqFt)  
Irrigation Dist: Nampa & Meridian Irrigation District  
School District: 762 Nampa School Dist  
Instrument #: 2021050798  
Subdivision: Nampa Apple Orchard  
Plat Instr. #: 9314347

**Treasurer Information**

Year: 2022 Tax: \$2,438.94  
Year: 2021 Tax: \$2,817.96  
Year: 2020 Tax: \$2,727.56  
Levy Year: 2022  
Levy Code: 144-00  
Levy Rate: 0.0044

Lot:  
Block: 5  
Recreation:

**Assessor Land Categories**

Use Code	Description	Value
15H	15H Rural Res Sub	\$240,000.00
37H	37H Res imp on 15	\$61,100.00
37H	37H Res imp on 15	\$1,500.00
37H	37H Res imp on 15	\$28,100.00
37H	37H Res imp on 15	\$350,300.00

**Assessed Values**

Land Value: \$240,000.00  
Improvement Value: \$441,000.00  
Total Value: \$681,000.00 (2022)

**Residential Characteristics**

Main Floor SqFt: 1,646	Second Floor SqFt:	Half Baths:	Bedrooms: 4
Lower Floor SqFt:	Year Built: 1977	Full Baths: 2	Carport SqFt:
Upper Floor SqFt:	Garage Area: 3,264	Decks: 1	AC: Yes
Attic SqFt:	Attic Finished SqFt:	Deck SqFt: 160	
Bsmt SqFt: 1,044	Bsmt Finished SqFt: 1044	Porches:	
Total SqFt: 2,690		Porch SqFt:	

**Transfer Information**

Rec. Date: 07/20/2021	Doc Num: 50798	Doc Type: Deed
Owner: Linda L Bowery	Grantor: CHAPMAN G & J TRUST	
Orig. Loan \$803,250.00	Title Co: TITLEONE BOISE	
Amt:		
Finance Type:	Loan Type: Conventional	Lender: FINANCE OF AMERICA MTG LLC

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



Order Number: 21418631

<b>2021-050798</b> RECORDED <b>07/20/2021 01:17 PM</b> CHRIS YAMAMOTO CANYON COUNTY RECORDER Pgs=3 SCARDENAS \$15.00 TYPE: DEED TITLEONE BOISE ELECTRONICALLY RECORDED
--

**Warranty Deed**

For value received,

**Gary T. Chapman and Jamie A. Chapman, Trustees, The G and J Chapman Trust, dated February 19, 2021**

the grantor, does hereby grant, bargain, sell, and convey unto

**Linda L. Bowery and Charles D. Bowery Jr., wife and husband**

whose current address is 6019 Stamm Ln Nampa, ID 83687

the grantee, the following described premises, in Canyon County, Idaho, to wit:

**See Exhibit A, attached hereto and incorporated herein.**

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Order Number: 21418631

Warranty Deed - Page 1 of 3

Dated: July 15, 2021

The G and J Chapman Trust, dated February 19, 2021

By: [Signature]  
Gary T. Chapman, trustee

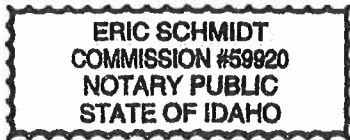
By: [Signature]  
Jamie A. Chapman, trustee

State of Idaho, County of Canyon, ss.

On this 16<sup>th</sup> day of July in the year of 2021, before me, the undersigned, a notary public in and for said state personally appeared Gary T Chapman Jamie A Chapman, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of The G and J Chapman Trust and acknowledged to me that he/she executed the same as trustee.

[Signature]  
Notary Public

Residing In:  
My Commission Expires: **Residing in: Nampa Idaho**  
(seal) **Commission Expires: 7/3/2024**



**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PREMISES**

This parcel is situated in Block 5, (also known as Lot 5) Nampa Apple Orchard Tracts in Section 18, Township 3 North, Range 1 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

Commencing at the Northeast corner of said Block 5 and bearing West 294.00 feet along the Northern boundary of said Block 5 to the True Point of Beginning; thence  
South 343.70 feet and parallel with the Eastern boundary of said Block 5;  
thence  
North 52°21' West 205 plus or minus feet, along the approximate centerline of Middle Sub-Lateral; thence  
North 219 plus or minus feet and parallel with the Eastern boundary to the Northern boundary of Block 5; thence  
East 162.00 feet along the Northern boundary of said Block 5 to the True Point of Beginning.

After Recording Return To:  
FINANCE OF AMERICA MORTGAGE  
LLC  
Attn: JOSEPH ANTHONY  
1 WEST ELM STREET, FIRST  
FLOOR  
CONSHOHOCKEN, PA 19428

Prepared By:  
KATRINA PALINO  
FINANCE OF AMERICA MORTGAGE  
LLC  
1 WEST ELM STREET, FIRST  
FLOOR  
CONSHOHOCKEN, PA 19428  
(855) 801-8392

**2021-050799**  
RECORDED  
**07/20/2021 01:17 PM**  
CHRIS YAMAMOTO  
CANYON COUNTY RECORDER  
Pgs=16 SCARDENAS \$45.00  
TYPE: MTG D OF T  
TITLEONE BOISE  
ELECTRONICALLY RECORDED

21418631

[Space Above This Line For Recording Data]

### DEED OF TRUST

BOWERY  
Loan #: 201630008609  
MIN: 100070202003570137  
MERS Phone: 1-888-679-6377  
PIN: R2464500000

#### DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated JULY 19, 2021, together with all Riders to this document.
- (B) "Borrower" is LINDA L BOWERY AND CHARLES D BOWERY JR, WIFE AND HUSBAND. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is FINANCE OF AMERICA MORTGAGE LLC. Lender is a LLC organized and existing under the laws of DE. Lender's address is 1 WEST ELM STREET, FIRST FLOOR CONSHOHOCKEN, PA 19428.
- (D) "Trustee" is TITLEONE CORPORATION.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated JULY 19, 2021. The Note states that Borrower owes Lender EIGHT HUNDRED THREE THOUSAND TWO HUNDRED FIFTY AND 00/100 Dollars (U.S. \$803,250.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2051.



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

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

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

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Other(s) [specify]             |   |

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

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

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

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

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

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

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

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

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance

IDAHO -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY OF CANYON:

**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF**

which currently has the address of 6019 STAMM LN, NAMPA, ID 83687-8511 ("Property Address"):

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

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

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal





balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

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

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



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

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

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

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

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

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

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



determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal



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

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

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

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

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the



lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage



Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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

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

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

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

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



for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

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

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

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to



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

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

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

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

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

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

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

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





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

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

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

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental



Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

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

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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and



attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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

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

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

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

Linda L. Bowery  
- BORROWER - LINDA L BOWERY

Charles D. Bowery Jr  
- BORROWER - CHARLES D BOWERY JR



STATE OF Idaho

COUNTY OF Ada

This record was acknowledged before me on July 19<sup>th</sup> 2021 by

Linda L Bowery and Charles D Bowery Jr.



*[Handwritten Signature]*  
Signature of notary public

My commission expires: 7/11/24

Individual Loan Originator: JOSEPH ANTHONY, NMLSR ID: 5190  
Loan Originator Organization: FINANCE OF AMERICA MORTGAGE LLC, NMLSR ID: 1071



**Exhibit A**

This parcel is situated in Block 5, (also known as Lot 5) Nampa Apple Orchard Tracts in Section 18, Township 3 North, Range 1 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

Commencing at the Northeast corner of said Block 5 and bearing West 294.00 feet along the Northern boundary of said Block 5 to the True Point of Beginning; thence  
South 343.70 feet and parallel with the Eastern boundary of said Block 5;  
thence  
North 52°21' West 205 plus or minus feet, along the approximate centerline of Middle Sub-Lateral; thence  
North 219 plus or minus feet and parallel with the Eastern boundary to the Northern boundary of Block 5; thence  
East 162.00 feet along the Northern boundary of said Block 5 to the True Point of Beginning.

Response to Public Hearing Notice - Conditional Rezone

February 3, 2025

To: Canyon County Development Services Department – Attn: Dan Lister  
 Re: Conditional Rezone – Parcel #R24645



To Whom It May Concern,

We are submitting this Letter in response to the Public Hearing Notice we received for our Conditional Rezone request for our property at 6019 Stamm Ln, Nampa, ID 83687. We would like to thank you for the progress on our application, and subsequent Public Hearing Notice for March 6<sup>th</sup>. Both Charles and Linda will attend the public hearing, but also wanted to send in this letter with regards to the rezone app.

Our initial application for re-zoning was due to a violation we received for the zoning ordinance for Staging Area in Rural Residential. We own CBI Insulation and run a small office for Charles and myself in our home. We park 5 box trucks in our parking lot on our property, which is the reason we received the zoning violation. We do not have a contracting business operating from the shop. We use the parking lot for our fleet and our employees only. Currently we have 4 employees who arrive at 6:30 a.m., pick up the box trucks, and leave for the entire day. They return between 4:30 and 5:00, park the trucks, and leave. Our shop is used for storage of their tools and miscellaneous supplies, as well as a small area to hold employee meetings if required.

We feel that the Agency Notice that was distributed to the county, city, government, and public entities could have represented our intentions in a clearer manner with more of our personal background on this. We were not requesting the re-zone to start a contractor shop, only hoping that we could continue to park our fleet vehicles in our lot. The re-zone to commercial was the only way to accomplish this and not be in violation of the zoning ordinance. CBI does not perform any retail, wholesale or onsite activities from this property.

We were unaware that we were violating any codes, as we specifically purchased this property in 2021 and for 4 years, we have been using it for our trucks and employee vehicles. The prior owners had a Mechanic business at this property. There are also several other businesses up and down Stamm and surrounding areas which have company and employee vehicles at them.

We read through some of the Agency Notice responses and feel that our request will not impact the sewer, water, irrigation, utilities, or public roads. Again, we have been staging our vehicles here for 4 years and haven't impacted any emergency services or other entities. We understand the City of Nampa's concern that our rezone does not fit into the future plan for low density residential, but we have not impacted the city in any way and would not change what we currently do on our property. We would be willing to meet the Highway District's request that our driveway needs to have a paved apron entrance.

We would like to request that Canyon County reconsider some of the negative responses and allow us a conditional rezone of our property so that we are no longer in violation of Code CCZO 07-10-27 for the parking/staging area. If you have any questions, please contact either one of us via email at [CBI.INSULATION@YAHOO.COM](mailto:CBI.INSULATION@YAHOO.COM), or text/call to 208-577-8292 or 208-794-1572.

Respectfully,  
 Linda Bowery  
 Charles Bowery Jr

**EXHIBIT B**

**Supplemental Documents**

Planning & Zoning Commission

Case# CR2023-0005

Hearing date: March 6, 2025

**R24645**

**PARCEL INFORMATION REPORT**

2/20/2025 2:54:08 PM

**PARCEL NUMBER: R24645**

**OWNER NAME: BOWERY CHARLES AND LINDA LIVING TRUST**

**CO-OWNER: BOWERY LINDA L TRUSTEE**

**MAILING ADDRESS: 6019 STAMM LN NAMPA ID 83687**

**SITE ADDRESS: 6019 STAMM LN**

**TAX CODE: 1440000**

**TWP: 3N RNG: 1W SEC: 18 QUARTER: SE**

**ACRES: 1.05**

**HOME OWNERS EXEMPTION: No**

**AG-EXEMPT: No**

**DRAIN DISTRICT: NOT In Drain Dist**

**ZONING DESCRIPTION: RR / RURAL RESIDENTIAL**

**HIGHWAY DISTRICT: NAMPA HWY DIST #1**

**FIRE DISTRICT: NAMPA FIRE**

**SCHOOL DISTRICT: NAMPA SCHOOL DIST #131**

**IMPACT AREA: NAMPA**

**FUTURE LAND USE 2011-2022 : Res**

**FLU Overlay Zone Desc 2030:**

**FLU RR Zone Desc 2030:**

**FUTURE LAND USE 2030: Res**

**IRRIGATION DISTRICT: BOISE PROJECT BOARD OF CONTROL \ NAMPA & MERIDIAN IRRIGATION DISTRICT**

**FEMA FLOOD ZONE: X FLOODWAY: NOT In FLOODWAY FIRM PANEL: 16027C0403F**

**WETLAND: NOT In WETLAND**

**NITRATE PRIORITY: ADA CANYON**

**FUNCTIONAL Classification: NOT In COLLECTOR**

**INSTRUMENT NO. : 2023024902**

**SCENIC BYWAY: NOT In Scenic Byway**

**LEGAL DESCRIPTION: 18-3N-1W SE NAMPA APPLE ORCHARD TX 01561 BLK 5**

**PLATTED SUBDIVISION: NAMPA APPLE ORCHARD**

**SMALL CITY ZONING:**

**SMALL CITY ZONING TYPE:**



**DISCLAIMER:**

1. FEMA FLOOD ZONE REFERS TO THE DESIGNATED FEMA FLOOD AREAS. POSSIBLY ONE (1) OF SEVERAL ZONES - SEE FIRM PANEL NUMBER.
2. THIS FORM DOES NOT CALCULATE DATA FOR PARCELS INSIDE CITY LIMITS SO WATCH YOURSELVES.
3. WETLANDS CLASSIFICATION WILL POPULATE IF "ANY" PORTION OF SAID PARCEL CONTAINS A DELINEATED WETLAND.
4. COLLECTORS AND ARTERIALS ARE BASED ON THE SHERIFFS CENTERLINE WITH AN ADDITIONAL 100 FOOT BUFFER.

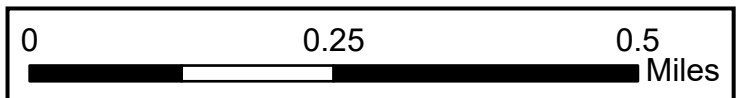
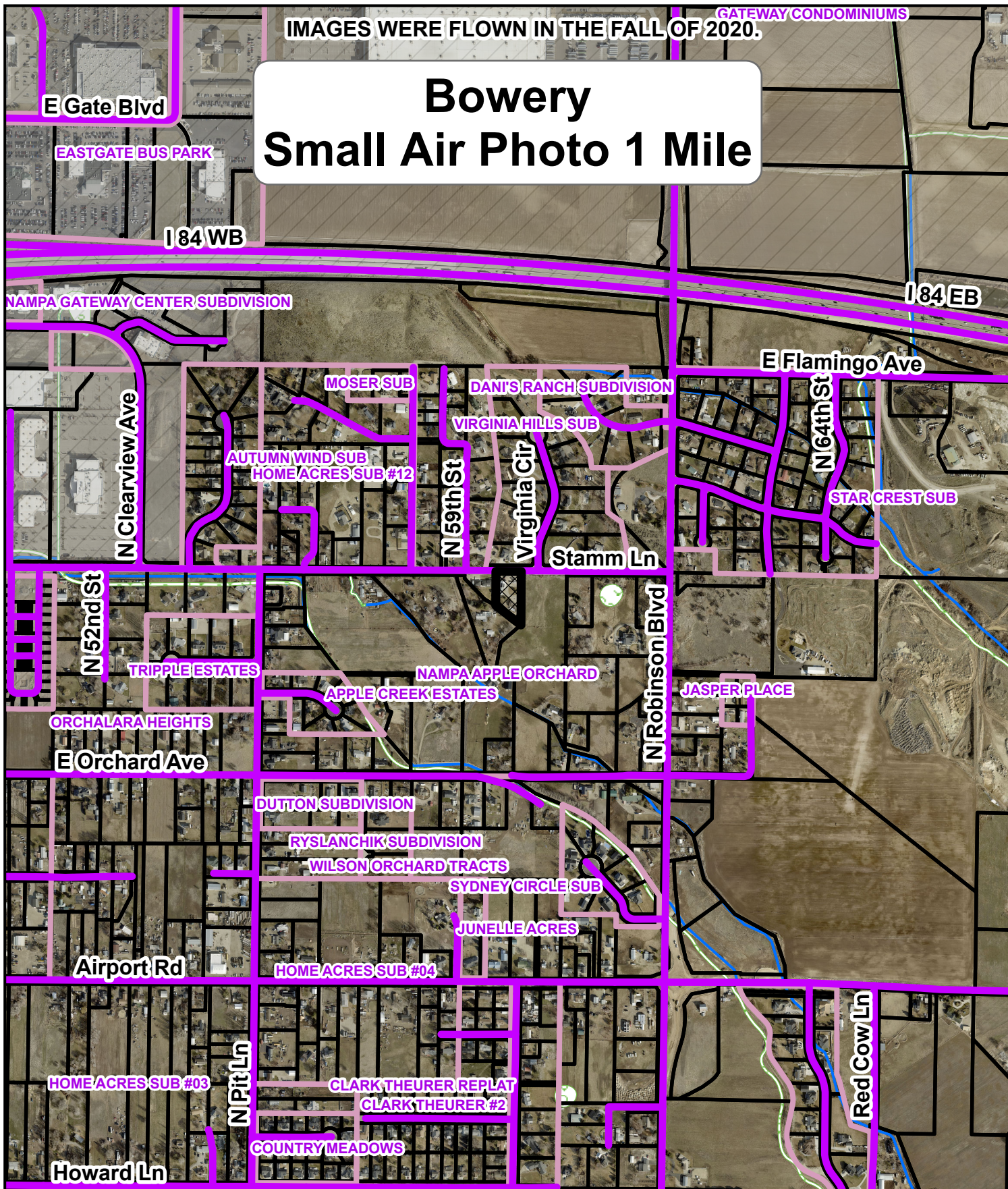
CANYON COUNTY ASSUMES NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR MISUSE OF THIS PARCEL INFORMATION TOOL OR ANY OF THE INFORMATION CONTAINED HEREIN.



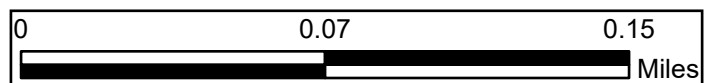
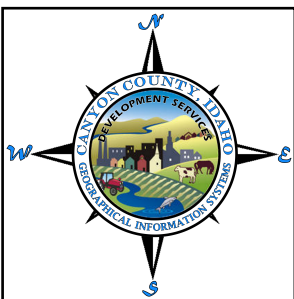
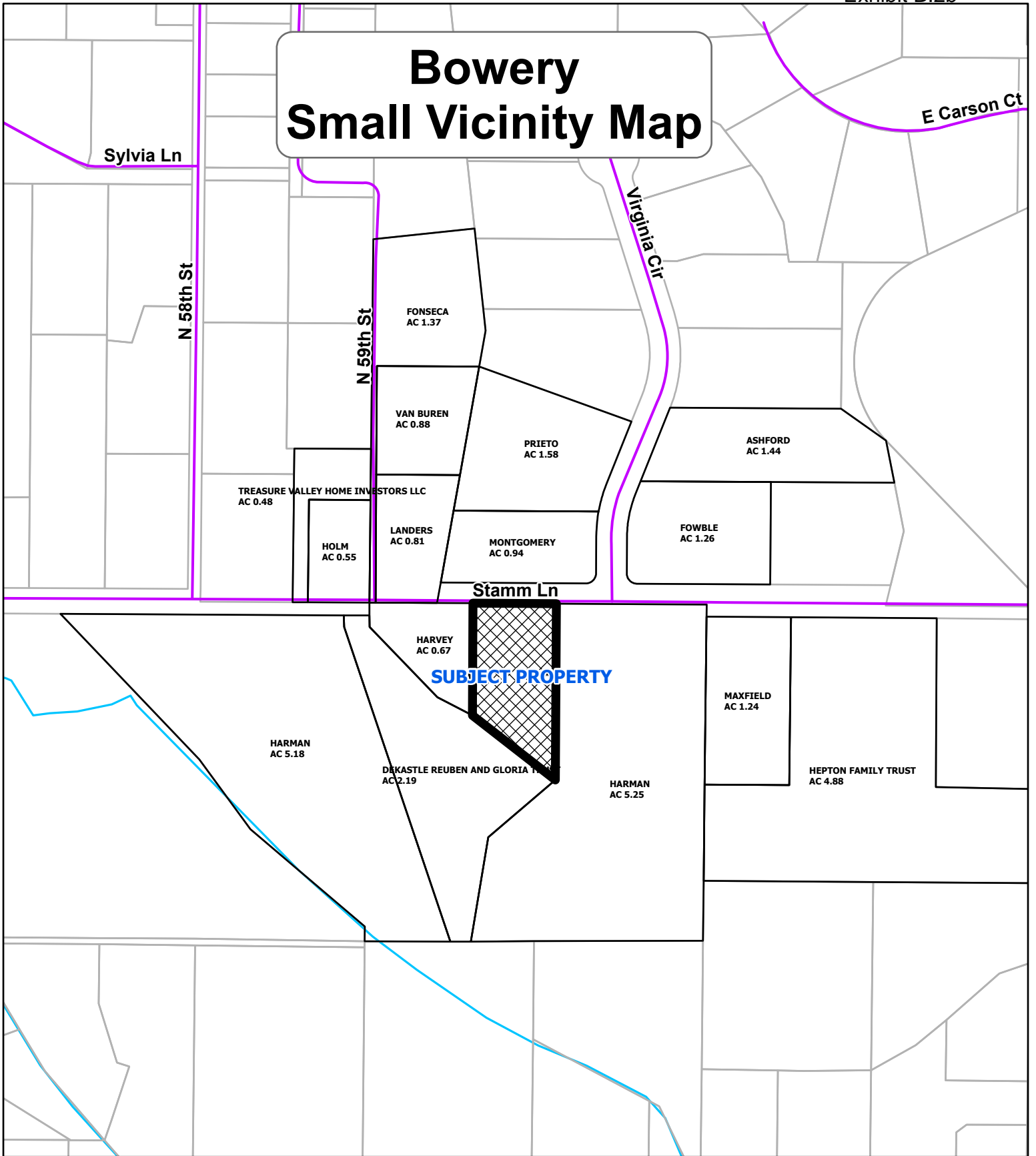
IMAGES WERE FLOWN IN THE FALL OF 2020.

GATEWAY CONDOMINIUMS

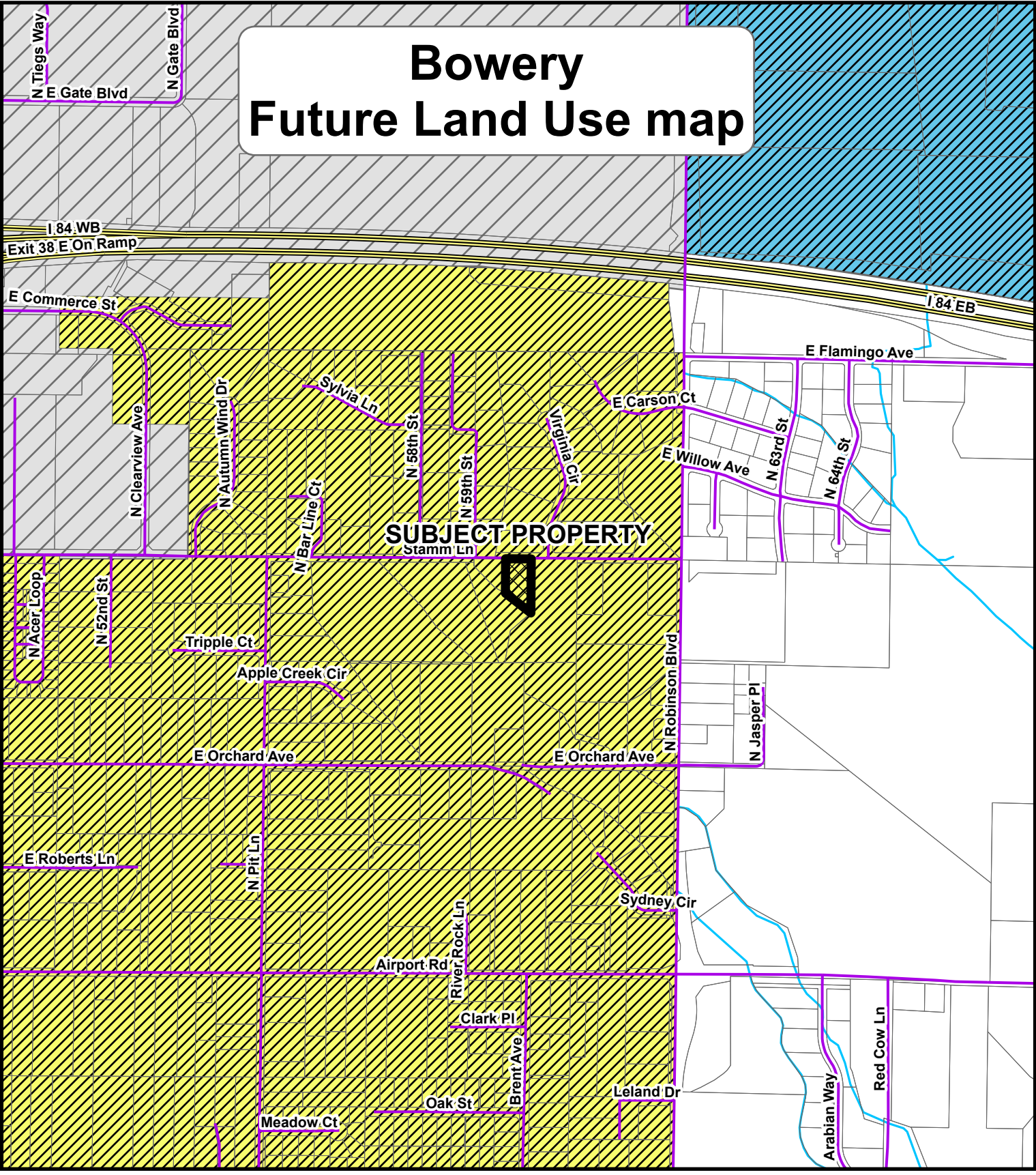
# Bowery Small Air Photo 1 Mile



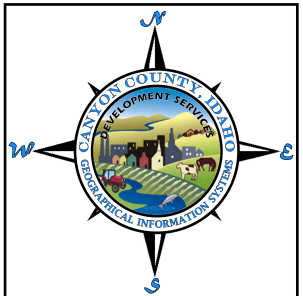
# Bowery Small Vicinity Map



# Bowery Future Land Use map

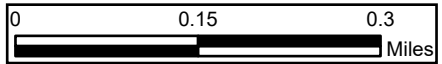


**SUBJECT PROPERTY**  
Stamm Ln



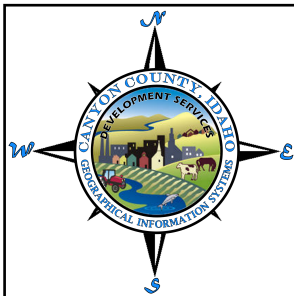
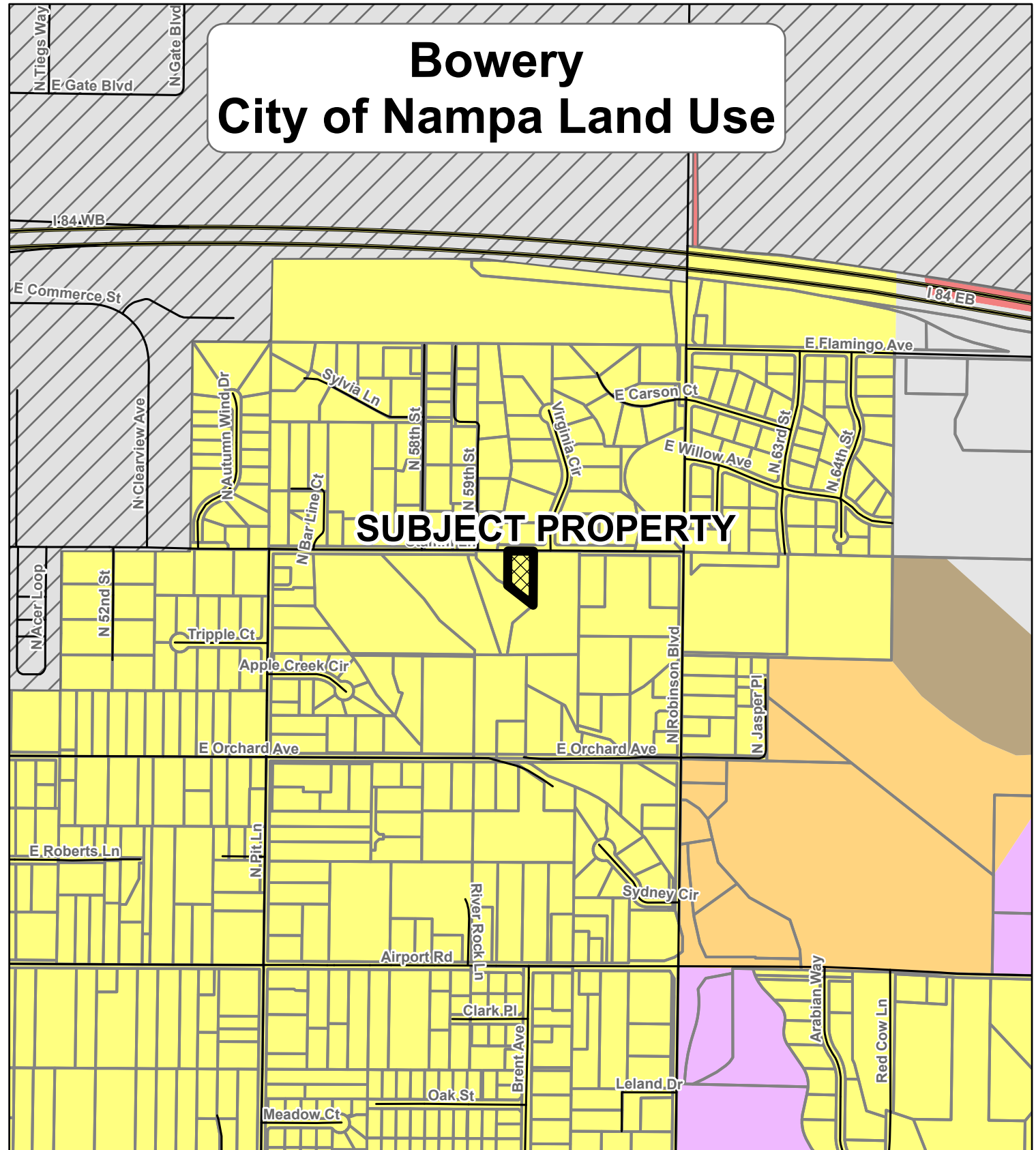
**Legend**  
Future Land Use 2030

-  COMMERCIAL
-  INDUSTRIAL
-  RESIDENTIAL



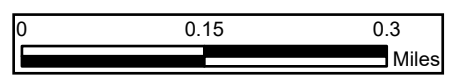


# Bowery City of Nampa Land Use

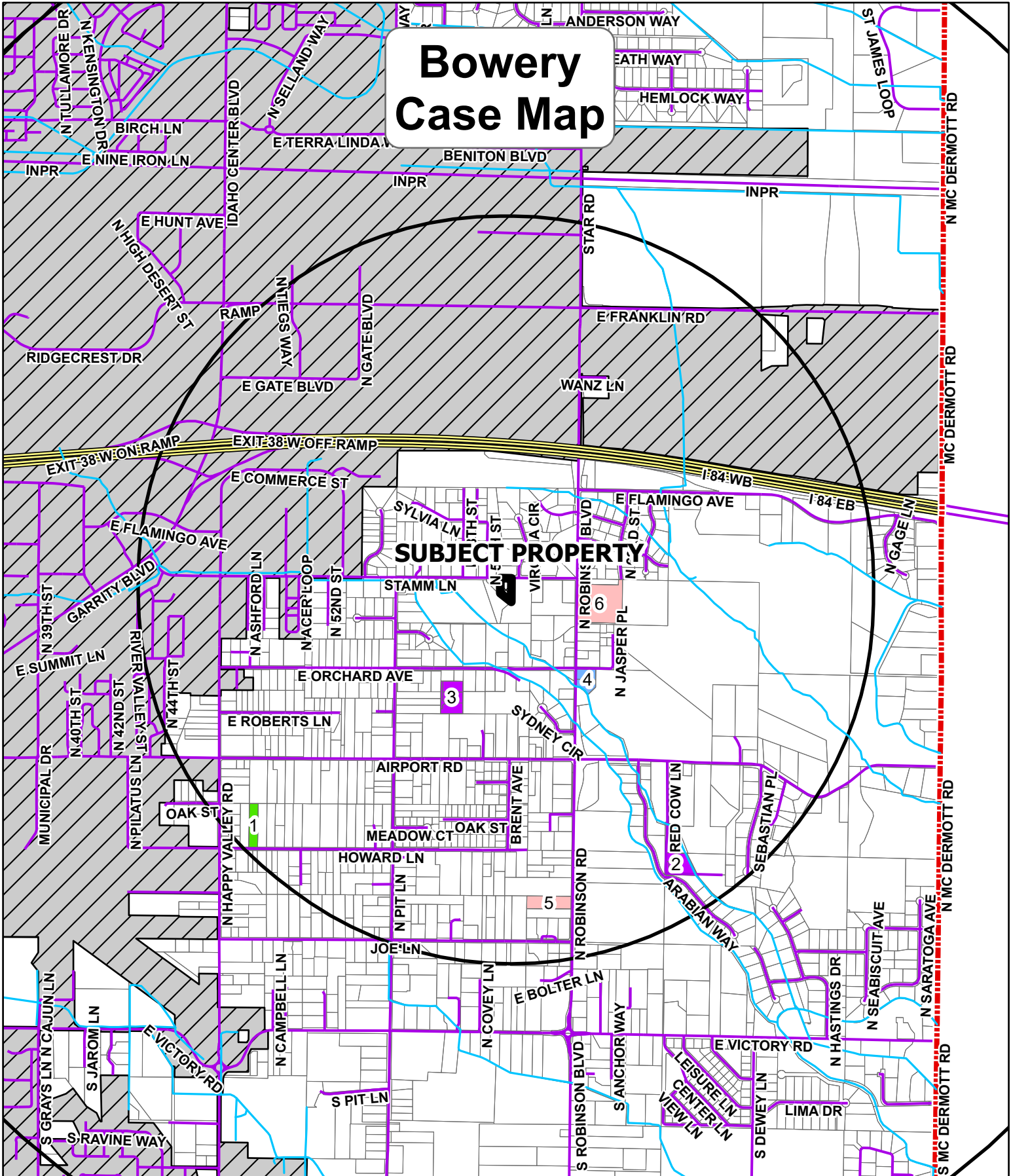


**NampaCompPlan**

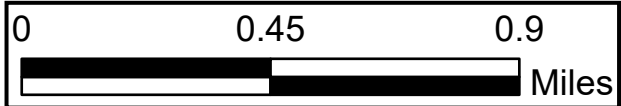
- Agricultural
- Airport
- Commercial
- Downtown
- Education, Public Administration, Healthcare and Other Institutions
- Industrial
- Parks
- Low Density Residential
- Medium Density Residential
- High Density Residential



# Bowery Case Map



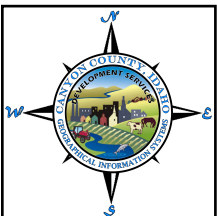
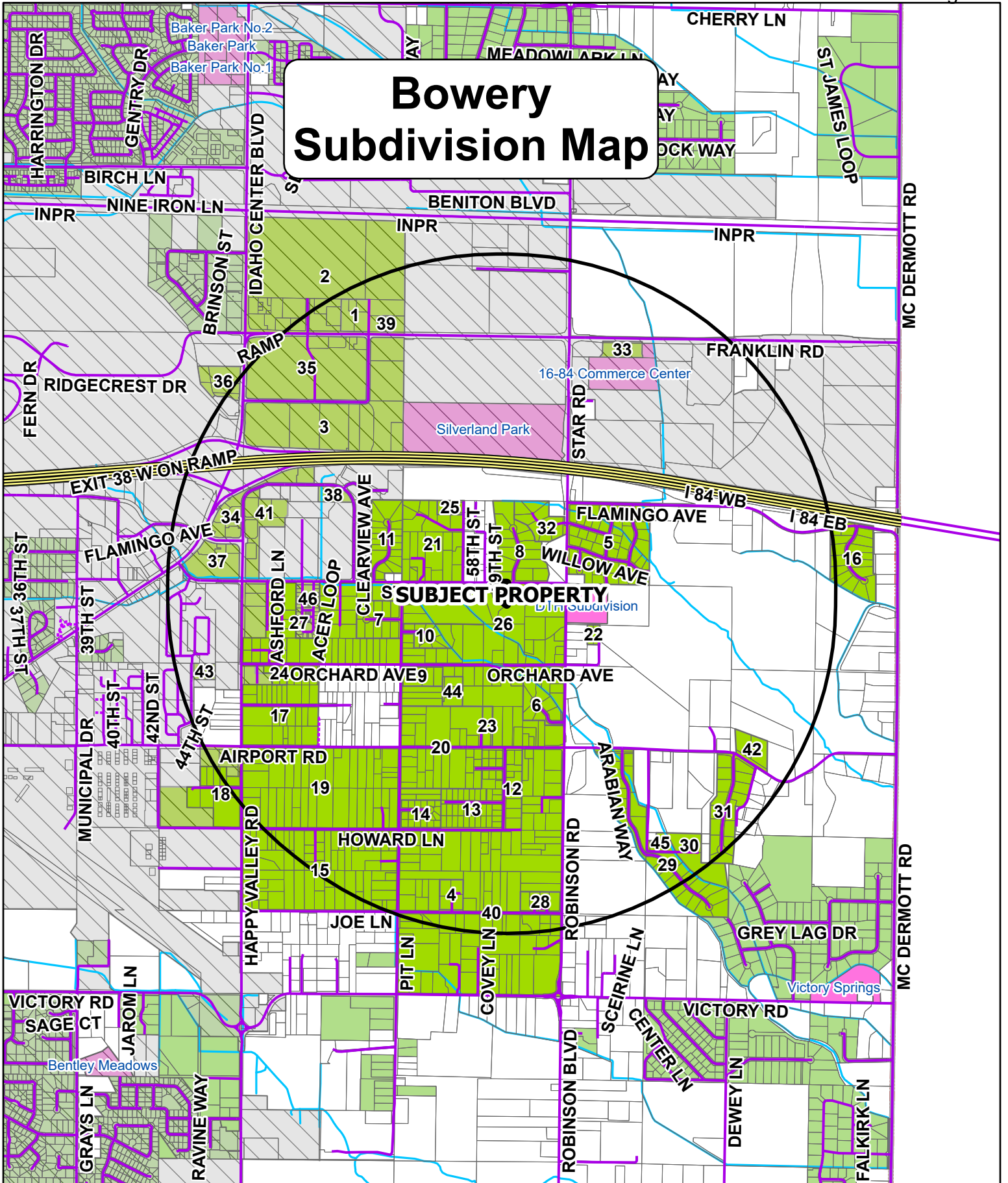
YEAR	
2023	2020
2022	2019
2021	2018



## CASE SUMMARY

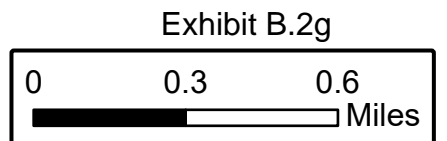
ID	CASENUM	REQUEST	CASENAME	FINALDECIS
1	PH2016-51-APL	Temp Public Qasi Religious related events	Wat Idahophoxaiyaraam Inc.	APPROVED
2	RZ2020-0018	Rezone AG to RR	Bruji Hans & Connie	APPROVED
3	SD2019-0030	Short Plat- 3 lots	Ryslanchik Sub	APPROVED
4	RZ2022-0008	Rezone AG to CR-R1	Carlton	APPROVED
5	CR2022-0013	Rezone RR to CR-R1	Guzman	APPROVED
6	SD2018-0013	DTH Plat Preliminary	DTH Subdivision	APPROVED

# Bowery Subdivision Map



**Legend**

- SUBDIVISIONS
- Plat Type, Plat Status**
- Preliminary, Approved
- Preliminary, Pending





# SUBDIVISION & LOT REPORT

NUMBER OF SUBS	ACRES IN SUB	NUMBER OF LOTS	AVERAGE LOT SIZE	
46	1163.51	844	1.38	
NUMBER OF SUBS IN PLATTING	ACRES IN SUB	NUMBER OF LOTS	AVERAGE LOT SIZE	
3	8.58	30	0.29	
NUMBER OF LOTS NOTIFIED	AVERAGE	MEDIAN	MINIMUM	MAXIMUM
75	1.78	1.05	0.09	10.37
NUMBER OF MOBILE HOME PARKS	ACRES IN MHP	NUMBER OF SITES	AVG HOMES PER ACRE	MAXIMUM
5	7.85	45.00	5.60	7.00

## PLATTED SUBDIVISIONS

SUBDIVISION NAME	Label	LOCATION	ACRES	NO. OF LOTS	AVERAGE LOT SIZE	CITY OF...	Year
TITLE ONE SUB	1	3N1W07	5.33	4	1.33	NAMPA	2005
THE IDAHO CENTER	2	3N1W07	102.98	18	5.72	NAMPA	1996
EASTGATE BUS PARK	3	3N1W18	56.17	5	11.23	NAMPA	2000
SCOTCH PINE ESTATES	4	3N1W19	4.20	4	1.05	COUNTY (Ganvon)	2004
STAR CREST SUB	5	3N1W17	39.19	50	0.78	COUNTY (Ganvon)	1970
SYDNEY GIRGIE SUB	6	3N1W19	7.40	9	0.82	COUNTY (Ganvon)	2004
TRIPLE ESTATES	7	3N1W18	10.03	25	0.40	COUNTY (Ganvon)	1996
VIRGINIA HILLS SUB	8	3N1W18	18.88	14	1.33	COUNTY (Ganvon)	1993
DUTTON SUBDIVISION	9	3N1W19	4.73	4	1.18	COUNTY (Ganvon)	2018
APPLE CREEK ESTATES	10	3N1W18	4.80	10	0.48	COUNTY (Ganvon)	1993
AUTUMN WIND SUB	11	3N1W18	14.22	19	0.75	COUNTY (Ganvon)	2001
CLARK THEURER REPLAT	12	3N1W19	9.49	11	0.86	COUNTY (Ganvon)	1972
CLARK THEURER #2	13	3N1W19	20.03	45	0.45	COUNTY (Ganvon)	1977
COUNTRY MEADOWS	14	3N1W19	6.69	19	0.35	COUNTY (Ganvon)	1992
EAGLE HEIGHTS 1ST DIV	15	3N1W19	76.42	64	1.19	COUNTY (Ganvon)	1909
FLAMINGO RIDGE ESTATES	16	3N1W17	18.18	17	1.07	COUNTY (Ganvon)	2001
HOME ACRES SUB #01	17	3N1W19	35.18	32	1.10	COUNTY (Ganvon)	1940
HOME ACRES SUB #02	18	3N2W24	30.10	13	2.32	COUNTY (Ganvon)	1940
HOME ACRES SUB #03	19	3N1W19	76.92	43	1.79	COUNTY (Ganvon)	1942
HOME ACRES SUB #04	20	3N1W19	40.08	25	1.60	COUNTY (Ganvon)	1942
HOME ACRES SUB #12	21	3N1W18	27.90	24	1.16	COUNTY (Ganvon)	1943
JASPER PLACE	22	3N1W17	1.45	5	0.29	COUNTY (Ganvon)	1999
JUNELLE ACRES	23	3N1W19	2.37	2	1.18	COUNTY (Ganvon)	2000
LAST ORCHARD SUB	24	3N1W19	2.40	4	0.60	0	1985
MOSER SUB	25	3N1W18	2.11	3	0.70	COUNTY (Ganvon)	2004
NAMPA APPLE ORCHARD	26	3N1W18	75.11	39	1.93	COUNTY (Ganvon)	1915
ORCHALARA HEIGHTS	27	3N1W18	67.80	48	1.41	COUNTY (Ganvon)	1910
EASTVIEW SUBDIVISION	28	3N1W19	4.76	4	1.19	COUNTY (Ganvon)	2006
EXINGTON MEADOWS SUBDIVISION #	29	3N1W20	30.93	29	1.07	COUNTY (Ganvon)	2006
SCHWISSOW POINTE SUB	30	3N1W20	8.67	2	4.34	COUNTY (Ganvon)	2005
JAIALDI ESTATES SUBDIVISION	31	3N1W20	18.36	14	1.31	COUNTY (Ganvon)	2007
DANIS RANCH SUBDIVISION	32	3N1W18	8.45	7	1.21	COUNTY (Ganvon)	2008
GATEWAY CONDOMINIUMS	33	3N1W17	3.78	1	3.78	NAMPA	2009
NAMPA GATEWAY CENTER SUBDIVISIO	34	3N2W13	9.86	9	1.10	NAMPA	2010
FRANKLIN RETAIL CENTER	35	3N1W18	44.37	4	11.09	NAMPA	2006
GRACON SUBDIVISION	36	3N2W13	6.95	5	1.39	NAMPA	2012
WINCO PLACE SUBDIVISION	37	3N2W13	10.09	3	3.36	NAMPA	2017
NAMPA CANDLEWOOD SUBDIVISION NO	38	3N1W18	2.58	2	1.29	NAMPA	2017
PLAT OF GENESIS DUBDIVISION	39	3N1W07	0.89	2	0.45	NAMPA	2017
WILSON ORCHARD TRACTS	40	3N1W19	221.59	128	1.73	COUNTY (Ganvon)	1917
PA GATEWAY CENTER PARCEL DIVISI	41	3N1W18	11.65	4	2.91	NAMPA	2018
TWO CLEGG SUBDIVISION	42	3N1W20	5.24	2	2.62	COUNTY (Ganvon)	2019
CLEARWATER HEIGHTS SUBDIVISION	43	3N2W24	2.02	8	0.25	NAMPA	2021
RYSLANCHIK SUBDIVISION	44	3N1W19	3.53	4	0.88	COUNTY (Ganvon)	2021
RED COW FOLD SUBDIVISION	45	3N1W20	2.47	2	1.23	COUNTY (Ganvon)	2023
MAPLE LEAF SUBDIVISION	46	3N1W18	7.38	58	0.13	NAMPA	2023

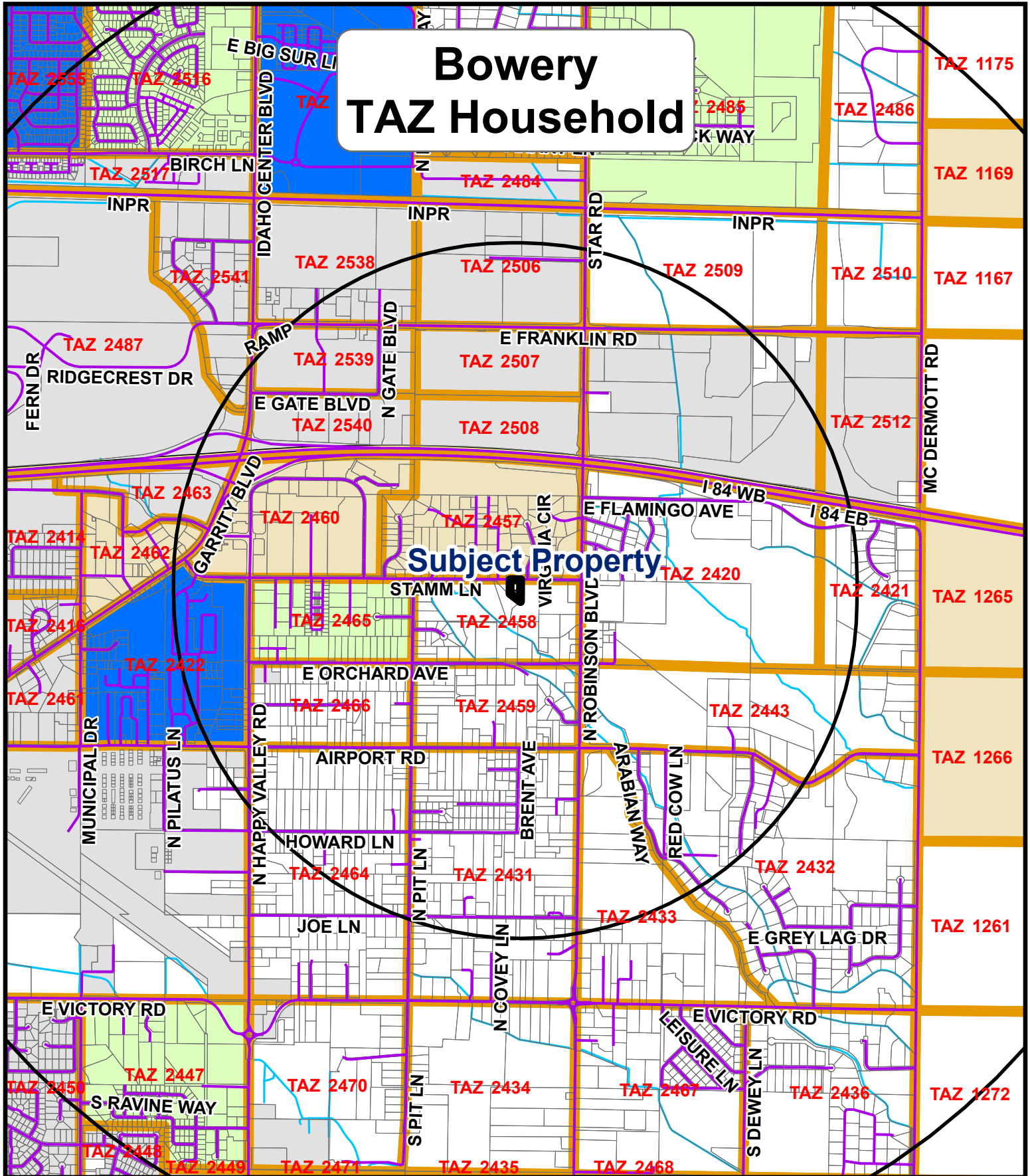
## SUBDIVISIONS IN PLATTING

SUBDIVISION NAME	ACRES	NO. OF LOTS	AVERAGE LOT SIZE					
DTH Subdivision	8.58	7	1.23					
16-94 Commerce Center	0.00	5	0.00					
Silverland Park	0.00	18	0.00					

## MOBILE HOME & RV PARKS

SUBDIVISION NAME	SITE ADDRESS	ACRES	NO. OF SPACES	UNITS PER ACRE	CITY OF...
MHP_NAME	SITE_ADD	ACRES	SPACES	#/VALUE1	JURISDICTION
Stringers MHP	5022 Airport Road	1.40	6	0.23	Canvon County
Happy Valley MHP	31710 Airport Road	10.52	57	0.18	City of Nampa
Happy Valley MHP	31710 Airport Road	13.65	79	0.17	City of Nampa
Happy Valley MHP	31710 Airport Road	6.85	45	0.15	City of Nampa
Happy Valley MHP	31710 Airport Road	6.85	38	0.18	City of Nampa

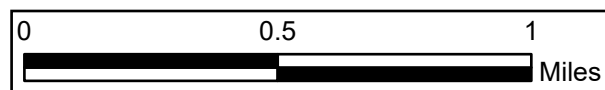
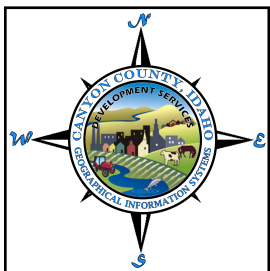
# Bowery TAZ Household



**Subject Property**

### House Hold 2025-2050

	4 - 50		251 - 500
	51 - 150		501 - 750
	151 - 250		751 - 1263





# Development Services Department

Canyon County, 111 North 11<sup>th</sup> Avenue, Suite 310, Caldwell, ID 83605

(208) 454 7458 ▪ (208) 454 6633 Fax ▪ [DSDInfo@canyoncounty.id.gov](mailto:DSDInfo@canyoncounty.id.gov) ▪ [www.canyoncounty.id.gov/dsd](http://www.canyoncounty.id.gov/dsd)

## NOTICE OF VIOLATION / CEASE AND DESIST

February 14, 2023

**Sent Certified and 1<sup>st</sup>-Class Mail**

Linda L. Bowery and Charles D. Bowery, Jr.  
6019 Stamm Lane  
Nampa, ID 83687

Dear Property Owner:

Canyon County Development Services is investigating violations of the Zoning Ordinance on your property located at 6019 Stamm Lane, Nampa, ID; also known as parcel number R24645. The subject property is zoned "RR" (Rural Residential).

- **ZONING ORDINANCE VIOLATIONS:**

- **Staging Area (CBI Insulation):** this type of activity is **not a permitted use** in an area zoned "RR" (Rural Residential) and is a violation of the Canyon County Zoning Ordinance (CCZO § 07-10-27).

**CORRECTION:** Please **cease and desist** all business activities at this site **immediately**.

The staging area will have to be moved off-site to a property zoned for this type activity.

All operations must be relocated **within the next 30 days or no later than March 16, 2023.**

Development Services desires that property owners voluntarily correct all ordinance violations. You may call 208-454-7458 for Development Services – select option four, then option one to contact a Code Enforcement Officer. To view the Canyon County Code, please visit our website at <http://www.canyoncounty.id.gov>.

Failure to respond to this notice will result in additional code enforcement action and may result in criminal prosecution pursuant to Canyon County Zoning Ordinance § 07-19-03:

**07-19-03: CRIMINAL ENFORCEMENT PROCEDURE:**

It shall be unlawful for any person to fail to comply with the preceding sections, or any part or provision, of this chapter. Upon conviction violations shall be punishable according to section 01-01-07 of the County's Ordinance, General Penalty. Criminal enforcement shall not foreclose use of other remedies in this chapter...

**Planning • Zoning • Building • Code Enforcement**

*Dedicated to providing quality, efficient and equitable service to the citizens of Canyon County by planning for orderly growth and development through consistent administration and enforcement of County Ordinances.*

RE: 6019 Stamm Lane  
February 14, 2023  
Page 2

Criminal prosecution will require you to appear in the District Court of Canyon County. Should you be found guilty of a misdemeanor, you would be subject to fines and possible incarceration. Each day violations continue after notification of said violations shall constitute a separate offense and each violation shall be punishable as stated above. *Development Services Department is hopeful such action will not be necessary.*

Respectfully,



Gary Westerfield  
Code Enforcement Officer  
[gary.westerfield@canyoncounty.id.gov](mailto:gary.westerfield@canyoncounty.id.gov)

cc: CDEF2023-0035

Aerial History – 6019 Stamm Lane, Nampa (CR2023-0006)

Google Earth

April 1, 2016



September 11, 2021



June 28, 2022





September 1, 2022



May 9, 2023



April 17, 2024



**07-10-27: LAND USE REGULATIONS (MATRIX):**

Exhibit B.5

This section lists uses within each land use zone: allowed uses (A), permitted uses through a conditional use permit (C), Director administrative decision (D), not applicable because covered by different use/section (n/a), or prohibited (-).

**ZONING AND LAND USE MATRIX**

<b>Zoning Classification</b>	<b>A</b>	<b>R-R</b>	<b>R-1</b>	<b>R-2</b>	<b>C-1</b>	<b>C-2</b>	<b>M-1</b>	<b>M-2</b>	<b>MU-A</b>
<b>Zoning Classification</b>	<b>A</b>	<b>R-R</b>	<b>R-1</b>	<b>R-2</b>	<b>C-1</b>	<b>C-2</b>	<b>M-1</b>	<b>M-2</b>	<b>MU-A</b>
Accessory uses and/or structures to a permitted use	D	D	D	D	D	D	D	D	D
Accessory uses and/or structures to allowed use	A	A	A	A	A	A	A	A	A
Agricultural research facility	A	-	-	-	-	-	A	A	A
Agriculturally related activities	A	C	-	-	-	-	-	-	-
Agriculture, except those animal uses with more restrictive provisions within this article and all other uses specifically listed in other zones <sup>1</sup>	A	A	A	A	-	-	A	A	A
Airpark	C	C	-	-	-	-	C	C	-
Airport	C	-	-	-	-	-	C	-	-
Airstrip excepting intermittent use	C	C	-	-	-	-	-	-	-
Amusement park, theme park or commercial racetrack	C	-	-	-	-	C	-	-	C
Animal cremation service	C	-	-	-	-	-	A	A	-
Animal facility (large): bird farm, calf raising operation, dairy, feedlot, and swine farm <sup>1</sup>	C	-	-	-	-	-	C	C	-
Animal facility (small) on 5 acres or more <sup>1</sup>	A	A	C	-	-	-	A	A	A
Animal facility (small) on less than 5 acres	C	C	C	-	-	-	A	A	A
Animal hospital	C	C	-	-	A	A	A	A	A
Animals are allowed as long as it is not an animal facility or CAFO <sup>1</sup>	A	A	A	A	A	A	A	-	A
Arena (commercial)	C	C	-	-	C	A	A	-	A
Assisted care facility	D	D	D	D	A	A	-	-	A
Auction establishment	C	-	-	-	-	C	A	A	C
Batch plants	C	-	-	-	-	-	A	A	-
Bed and breakfast (with employees)	D	D	D	D	-	-	-	-	-
Bed and breakfast (without employees)	A	A	A	A	-	-	-	-	-
Bulk storage as an accessory use of any flammable liquid above or below ground	-	-	-	-	-	-	A	A	-

Bulk storage for wholesale distribution of any flammable liquid above or below ground	-	-	-	-	-	-	C	A	-
CAFO	C	-	-	-	-	-	C	C	-
Caretaker residence	C	-	-	-	A	A	A	A	A
Cemetery	C	C	-	-	-	-	-	-	-
Church	C	C	C	C	A	A	A	-	-
Clinics or hospitals	-	-	-	-	A	A	-	-	A
Commercial and private off street parking facilities for vehicles	-	-	-	-	-	A	A	A	A
Contractor shop	C	-	-	-	C	A	A	A	A
Daycare facilities:									
Family daycare home (1 - 6 children)	A	A	A	A	A	A	-	-	A
Group daycare facility (7 - 12 children)	D	D	D	D	A	A	-	-	A
Daycare center (13+ children)	-	-	-	-	A	A	-	-	A
Drive-in theater	C	-	-	-	-	-	-	-	-
Equipment rentals (outdoor) <sup>2</sup>	-	-	-	-	A	A	A	A	A
Ethanol plant	C	-	-	-	-	-	C	A	-
Farm implement sales or service, farm supply sales	C	-	-	-	A	A	A	A	A
Fertilizer processing facility	C	-	-	-	-	-	A	A	-
Firewood sales	D	C	-	-	D	A	A	A	-
Fireworks sales	-	-	-	-	A	A	A	A	A
Food processing facility	C	-	-	-	-	-	A	A	-
Golf course	C	A	-	-	-	-	-	-	-
Group home	C	C	C	C	C	C	-	-	C
Home business	D	D	D	D	-	-	-	-	-
Home occupations	A	A	A	A	-	-	-	-	-
Impound yard <sup>2</sup>	-	-	-	-	-	-	A	A	-
Indoor recreation	-	-	-	-	A	A	A	-	A
Junkyards and vehicle wrecking yards <sup>2</sup>	-	-	-	-	-	-	-	A	-
Kennel	C	C	C	C	C	C	A	A	C
Landscape business	A	-	-	-	A	A	A	-	C
Light manufacturing, assembly, testing and/or packaging facilities	-	-	-	-	-	-	A	A	A
Lumberyard	-	-	-	-	-	A	A	A	-
Manufacturing, assembling, fabricating, processing, packing, repairing, or storage uses	-	-	-	-	-	-	A	A	A
Manufacturing or processing of hazardous chemicals or gases	-	-	-	-	-	-	-	C	-
Mineral extraction (long term)	C	-	-	-	-	-	A	A	-

Mineral extraction (short term) <sup>3</sup>	D	D	D	D	-	-	A	A	D
Ministorage and/or RV storage facility	-	-	-	-	C	A	A	A	C
Mobile or manufactured home sales	-	-	-	-	-	C	A	A	C
Mortuaries, cremation, and funeral home	-	-	-	-	A	A	A	-	A
Multi-family dwellings limited to not more than 8 units per lot	-	-	-	C	-	-	-	-	A
Multi-family dwellings limited to not more than 4 units per lot	-	-	-	A	-	-	-	-	-
Museum	C	-	-	-	A	A	A	-	A
Nursery	A	A	-	-	A	A	A	A	A
Nursery (retail/wholesale)	C	C	-	-	A	A	A	A	A
Outdoor sales or displays (accessory to allowed use)	A	-	-	-	A	A	A	A	A
PUDs	-	C	C	C	C	C	C	C	C
Private roads and driveways serving 2 properties	D	D	D	D	D	D	D	D	D
Private tower with antenna	A	A	D	D	A	A	A	A	A
Public service agency telecommunication facilities 75 feet or greater	D	D	D	D	D	D	D	D	D
Public uses and quasi-public uses	C	C	C	C	A	A	A	A	A
Quasi-public uses (temporary)	D	D	D	D	-	-	-	-	-
Radio, television and broadcasting stations	-	-	-	-	A	A	A	A	A
Recreational vehicle (RV) park	C	-	-	-	C	A	-	-	C
Refinery	-	-	-	-	-	-	-	A	-
Rehabilitation of manufactured/mobile homes <sup>2</sup>	-	-	-	-	-	-	A	A	-
Rendering plant	-	-	-	-	-	-	C	A	-
Retail stores, personal service shops, banks, offices, hotels, motels, microbrewery, and restaurants	-	-	-	-	A	A	A	-	A
Sale (commercial) of hay, grain, seed and related supplies	C	-	-	-	-	A	A	A	A
Sale of heavy building materials and machinery	-	-	-	-	-	A	A	A	A
Sale of salvage goods <sup>2</sup>	-	-	-	-	-	-	A	A	-
Sanitary landfill	C	-	-	-	-	-	-	-	-
School (public or private)	C	C	C	C	A	A	A	A	A
School (vocational or trade)	C	-	-	-	-	A	A	A	A
Seasonal activities	A	A	-	-	A	A	-	-	A
Secondary residence	A	A	A	C	-	-	-	-	-
Shooting range (indoor)	C	-	-	-	-	A	A	A	A

Shooting range (outdoor)	C	-	-	-	-	-	-	-	-
Similar uses to a conditional use	C	C	C	C	C	C	C	C	C
Similar uses to allowed use	A	A	A	A	A	A	A	A	A
Single-family dwelling, 1 per lot or parcel unless otherwise provided in this chapter	A	A	A	-	-	-	-	-	-
Single-family dwellings, but not more than 2 such dwellings per lot or parcel unless otherwise provided for in this chapter	-	-	-	A	-	-	-	-	-
Slaughterhouse	C	-	-	-	-	-	C	A	-
Small wind energy systems	D	D	D	D	D	D	D	D	D
Special events facility	C	-	-	-	A	A	-	-	A
Staging area	C	-	-	-	A	A	A	A	A
Tannery	-	-	-	-	-	-	-	A	-
Taverns, lounges, or wine bars	-	-	-	-	C	C	C	-	C
Telecommunication facility	C	C	C	C	C	C	A	A	C
Temporary uses	D	D	D	D	-	-	-	-	-
Theater	-	-	-	-	C	A	A	-	A
Transit or trucking terminal and/or service facility	-	-	-	-	-	C	A	A	C
Utility distribution system	A	A	A	A	A	A	A	A	A
Utility facility	D	D	D	D	A	A	A	A	A
Vehicle fueling station with convenience store	-	-	-	-	C	A	A	A	C
Vehicle sales lot	-	-	-	-	-	A	A	-	A
Vehicle service facility	-	-	-	-	C	A	A	A	A
Warehousing, wholesaling and distribution facilities	-	-	-	-	-	C	A	A	C
Water infiltration	C	-	-	-	-	-	C	C	-
Wind farm	C	-	-	-	-	-	C	C	-
Winery, distillery, brewery	D	-	-	-	-	-	A	A	C
Yard/garage sales (associated with any residential uses)	A	A	A	A	-	-	-	-	-
Zoo	C	-	-	-	-	-	C	-	-

## Notes:

1. See confined animal feeding operation (CAFO), chapter 8 of this Code.
2. With a sight obscuring fence (see section 07-02-03: of this chapter).
3. In accordance with subsection 07-14-17(6) of this chapter.

(Ord. 19-038, 8-30-2019 ; amd. Ord. 20-012, 5-29-2020 )



Nearby Businesses – Google Maps



**EXHIBIT C**

**Site Visit Photos: December 30, 2024**

Planning & Zoning Commission

Case# CR2023-0005

Hearing date: March 6, 2025



**CR2023-0005 – Bowery**  
**Site Visit: 12/30/2024**



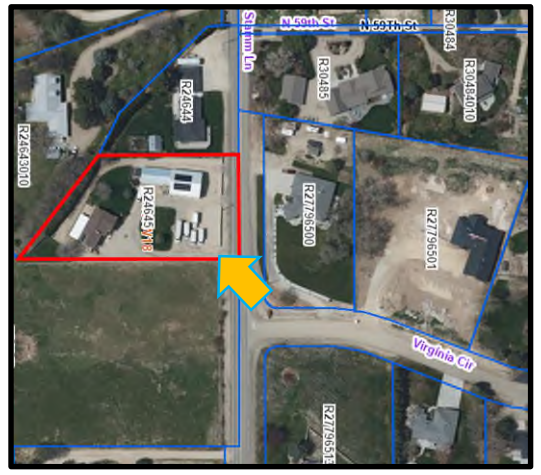


Exhibit C









Exhibit C

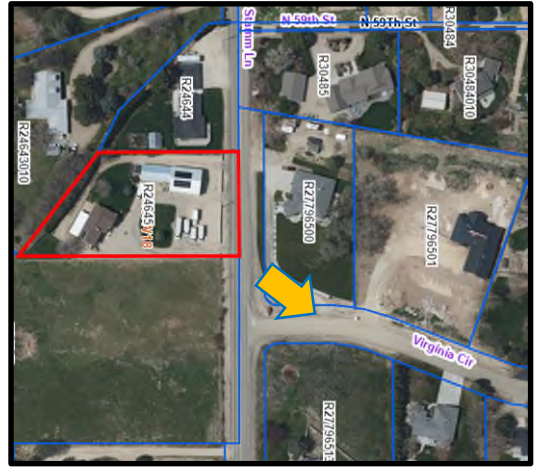


Exhibit C





Exhibit C





**EXHIBIT D**

**Agency Comments Received by February 24, 2025**

Planning & Zoning Commission

Case# CR2023-0005

Hearing date: March 6, 2025

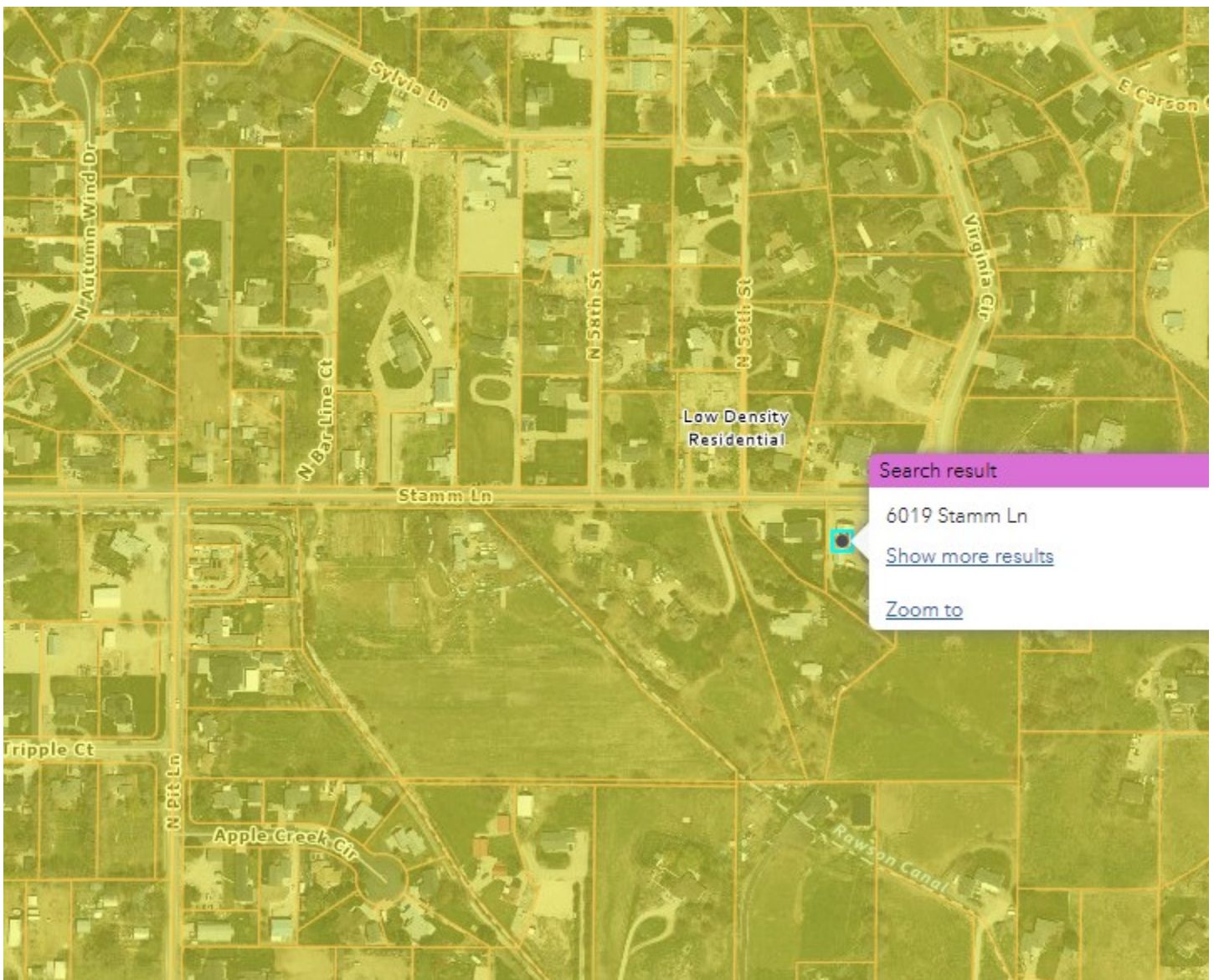
**Dan Lister**

---

**From:** Doug Critchfield <critchfieldd@cityofnampa.us>  
**Sent:** Wednesday, October 9, 2024 4:47 PM  
**To:** Dan Lister  
**Subject:** [External] RE: Initial Agency CR2023-0005 Bowery

Hi Dan. The property located at 6019 Stamm Lane (R24645000) is in the Nampa Area of Impact. The Future Land Use Map designation for this lot and the area surrounding it is 'Low Density Residential'. The commercial uses indicated in the narrative submitted with this application are not compatible with this zoning designation. Nampa Planning and Zoning does not support this application.

Sincerely - Doug



Dan



ORGANIZED 1904

# Nampa & Meridian Irrigation District

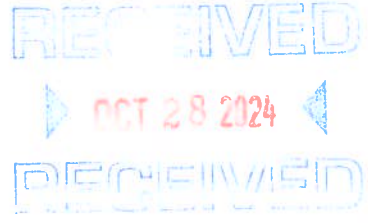
1503 FIRST STREET SOUTH  
FAX #208-463-0092

NAMPA, IDAHO 83651-4395  
nmid.org

OFFICE: Nampa 208-466-7861  
SHOP: Nampa 208-466-0663

October 21, 2024

Canyon County Development Services  
111 N 11th Ave. Suite 310  
Caldwell, ID 83605



**RE: CR2023-0005/ 6019 Stamm Ln**

To Whom It May Concern:

Providing all storm drainage is retained on-site there will be no impact to Nampa & Meridian Irrigation District (NMID). Therefore, no further review will be required at this time.

If any surface drainage leaves the site, NMID requires a filed Land Use Change Application for review prior to final platting.

All private laterals and waste ways must be protected. It is recommended that irrigation water be available to all developments within NMID. Developers must comply with Idaho Code 31-3805.

Please call with any further questions at (208) 466-0663.

Sincerely,

David T. Duvall  
Asst. Water Superintendent  
Nampa & Meridian Irrigation District  
DTD/ eol

Cc: Office/ File



APPROXIMATE IRRIGABLE ACRES  
RIVER FLOW RIGHTS - 23,000  
BOISE PROJECT RIGHTS - 40,000



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

**▪ Engineering Division ▪**

**October 22, 2024**

**RE: Case No. CR2023-0005 – Conditional Rezone Request for Parcel R24645 (6019 Stamm Lane, Nampa)**

Dear Mr. Lister,

The Engineering Department has reviewed the application submitted for Case No. CR2023-0005, in which Linda and Charles Lowery are requesting a conditional rezone of Parcel R24645 from Rural Residential (R-R) to Neighborhood Commercial (C-1), with a development agreement limiting the use to a contractor shop, staging area, and caretaker unit.

Our comments are as follows:

**1. Adequacy of Facilities and Services (Sewer, Water, Drainage, Irrigation, and Utilities):**

It is essential that the applicant confirms the adequacy of the existing utility infrastructure to support the proposed rezone. This includes water supply, wastewater management, and drainage systems. The Engineering Department has no immediate concerns, but the applicant should work with local utility providers to ensure that capacity and access are sufficient for the proposed contractor shop and staging area. Any required extensions or upgrades should be identified and implemented prior to development.

**2. Public Street Improvements and Traffic Impact Mitigation:**

Stamm Lane must be evaluated for its ability to handle any increase in commercial traffic associated with the proposed contractor shop and staging area. A traffic impact study may be necessary to determine if road improvements or traffic control measures are required. If the rezone results in a significant increase in commercial vehicle traffic, the applicant should explore options to minimize disruptions, such as roadway widening or improved ingress/egress. Coordination with the local transportation district is essential.

**3. Legal Access and Easements:**

Based on the materials provided, access to the property via Stamm Lane appears to be legally established and sufficient. However, we recommend that any existing access easements be reviewed to ensure that they are adequately documented for the proposed commercial use, and that emergency access is clearly defined.



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

**▪ Engineering Division ▪**

**4. Irrigation System and Water Rights:**

If irrigation is currently provided to the property, the applicant should ensure that the development does not disrupt the irrigation system or infringe on water rights. Any necessary adjustments to irrigation lines or easements must be coordinated with the local irrigation district.

**Conclusion:**

We recommend that the applicant address these concerns before the final approval of the rezone.

**Sincerely,**

Dalia Alnajjar

Engineering Supervisor

Canyon County, Idaho



## Dan Lister

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**From:** Anthony Lee <Anthony.Lee@swdh.id.gov>  
**Sent:** Thursday, October 10, 2024 11:12 AM  
**To:** Dan Lister  
**Subject:** [External] RE: Initial Agency CR2023-0005 Bowery

Hi Dan,

Per request for comments.

Applicant will need to schedule a pre-development meeting with SWDH to discuss this project.

Let me know if you have any questions.

Thank you,



Check out our new online self-service portal here! [PORTAL](#)

**Anthony Lee, RS/BS | Land Development Senior**  
 o 208.455.5384 | c 208.899.1285 | f 208.455.5300  
[anthony.lee@swdh.id.gov](mailto:anthony.lee@swdh.id.gov) | [SWDH.org](http://SWDH.org)  
 13307 Miami Ln., Caldwell, ID 83607

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**From:** Amber Lewter <Amber.Lewter@canyoncounty.id.gov>  
**Sent:** Wednesday, October 9, 2024 2:56 PM  
**To:** 'watkinsk@cityofnampa.us' <watkinsk@cityofnampa.us>; 'badgerd@cityofnampa.us' <badgerd@cityofnampa.us>; 'addressing@cityofnampa.us' <addressing@cityofnampa.us>; 'critchfieldd@cityofnampa.us' <critchfieldd@cityofnampa.us>; 'clerks@cityofnampa.us' <clerks@cityofnampa.us>; 'timc@cityofnampa.us' <timc@cityofnampa.us>; 'cstauffer@nsd131.org' <cstauffer@nsd131.org>; 'dleon@nsd131.org' <dleon@nsd131.org>; 'johnsonrl@nampafire.org' <johnsonrl@nampafire.org>; 'johnsonre@nampafire.org' <johnsonre@nampafire.org>; 'linanj@nampafire.org' <linanj@nampafire.org>; 'knute.sandahl@doi.idaho.gov' <knute.sandahl@doi.idaho.gov>; 'Eddy Thiel' <eddy@nampahighway1.com>; 'brandy.walker@centurylink.com' <brandy.walker@centurylink.com>; 'eingram@idahopower.com' <eingram@idahopower.com>; 'easements@idahopower.com' <easements@idahopower.com>; 'mkelly@idahopower.com' <mkelly@idahopower.com>; 'monica.taylor@intgas.com' <monica.taylor@intgas.com>; 'jessica.mansell@intgas.com' <jessica.mansell@intgas.com>; 'contract.administration.bid.box@ziply.com' <contract.administration.bid.box@ziply.com>; 'developmentreview@blackcanyonirrigation.com' <developmentreview@blackcanyonirrigation.com>; 'nmid@nmid.org' <nmid@nmid.org>; 'eolvera@nmid.org' <eolvera@nmid.org>; Mitch Kiester <Mitch.Kiester@swdh.id.gov>; Anthony Lee <Anthony.Lee@swdh.id.gov>; 'webmaster@valleyregionaltransit.org' <webmaster@valleyregionaltransit.org>; Brian Crawforth <Brian.Crawforth@canyoncounty.id.gov>; christine.wendelsdorf@canyoncounty.id.gov; Michael Stowell <mstowell@ccparamedics.com>; Assessor Website <2cAsr@canyoncounty.id.gov>; Dalia Alnajjar <Dalia.Alnajjar@canyoncounty.id.gov>; Tom Crosby <Tom.Crosby@canyoncounty.id.gov>; Cassie Lamb <Cassie.Lamb@canyoncounty.id.gov>; Eric Arthur <Eric.Arthur@canyoncounty.id.gov>; Kathy Husted <Kathleen.Husted@canyoncounty.id.gov>; Tony Almeida <tony.almeida@canyoncounty.id.gov>; Sage Huggins

## Dan Lister

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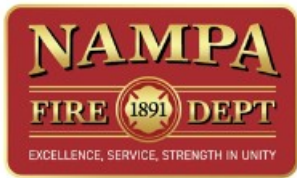
**From:** Ron Johnson <johnsonrl@nampafire.org>  
**Sent:** Monday, November 4, 2024 5:50 PM  
**To:** Dan Lister  
**Subject:** [External] RE: [EXTERNAL]Initial Agency CR2023-0005 Bowery

Good evening,

Nampa Fire District does not oppose this application. The property is currently served by Nampa Fire District. The change in zoning will not negatively impact our response. The property is located 1.6 miles from Nampa Fire Station 5 with an approximate response time of 4 minutes.

Please contact me if you have any questions.

Regards,



**Ron Johnson - IAAI-CFI, CFM**

**Deputy Chief - Fire Marshal**

9 12<sup>th</sup> Ave South, Nampa, ID

O: 208.468.5760

C: 208.250.7005

[Nampa Fire Website](#) - [Facebook](#)

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**From:** Amber Lewter <Amber.Lewter@canyoncounty.id.gov>

**Sent:** Wednesday, October 9, 2024 2:56 PM

**To:** 'watkinsk@cityofnampa.us' <watkinsk@cityofnampa.us>; 'badgerd@cityofnampa.us' <badgerd@cityofnampa.us>; 'addressing@cityofnampa.us' <addressing@cityofnampa.us>; 'critchfieldd@cityofnampa.us' <critchfieldd@cityofnampa.us>; 'clerks@cityofnampa.us' <clerks@cityofnampa.us>; 'timc@cityofnampa.us' <timc@cityofnampa.us>; 'cstauffer@nsd131.org' <cstauffer@nsd131.org>; 'dleon@nsd131.org' <dleon@nsd131.org>; Ron Johnson <johnsonrl@nampafire.org>; Rob Johnson <johnsonre@nampafire.org>; Julie Linan <linanj@nampafire.org>; 'knote.sandahl@doi.idaho.gov' <knote.sandahl@doi.idaho.gov>; 'Eddy Thiel' <eddy@nampahighway1.com>; 'brandy.walker@centurylink.com' <brandy.walker@centurylink.com>; 'eingram@idahopower.com' <eingram@idahopower.com>; 'easements@idahopower.com' <easements@idahopower.com>; 'mkelly@idahopower.com' <mkelly@idahopower.com>; 'monica.taylor@intgas.com' <monica.taylor@intgas.com>; 'jessica.mansell@intgas.com' <jessica.mansell@intgas.com>; 'contract.administration.bid.box@ziply.com' <contract.administration.bid.box@ziply.com>; 'developmentreview@blackcanyonirrigation.com' <developmentreview@blackcanyonirrigation.com>; 'nmid@nmid.org' <nmid@nmid.org>; 'eolvera@nmid.org' <eolvera@nmid.org>; 'mitch.kiester@phd3.idaho.gov' <mitch.kiester@phd3.idaho.gov>; 'anthony.lee@phd3.idaho.gov' <anthony.lee@phd3.idaho.gov>; 'webmaster@valleyregionaltransit.org' <webmaster@valleyregionaltransit.org>; Brian Crawford <Brian.Crawford@canyoncounty.id.gov>; Christine Wendelsdorf <Christine.Wendelsdorf@canyoncounty.id.gov>; Michael Stowell <mstowell@ccparamedics.com>; Assessor Website <2cAsr@canyoncounty.id.gov>; Dalia Alnajjar <Dalia.Alnajjar@canyoncounty.id.gov>; Tom Crosby <Tom.Crosby@canyoncounty.id.gov>; Cassie Lamb <Cassie.Lamb@canyoncounty.id.gov>; Eric Arthur <Eric.Arthur@canyoncounty.id.gov>; Kathy Husted <Kathleen.Husted@canyoncounty.id.gov>; Tony Almeida <tony.almeida@canyoncounty.id.gov>; Sage Huggins

# NAMPA HIGHWAY DISTRICT NO. 1

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October 10, 2024

To: Dan Lister  
Canyon County Development Services

From: Eddy Thiel  
Right-of-way Tech

Re; Cr2023-0005, Linda & Charles Lowery Conditional Rezone

I have reviewed the request from Linda & Charles Lowery for a Conditional Rezone from Rural Residential to Neighborhood Commercial to allow a contractor shop, staging area, and caretaker Unit on Parcel #R24645, 6019 Stamm Ln, Nampa with a date of Transmittal of 10-9-2024 received on 10-10-2024.

Comments are based upon information provided to the Highway District by Canyon County Development Services:

1. The Subject property is adjacent to Stamm Lane.
2. NHD#1 Functional Classification of Stamm Lane is Rural Local Roadway.
3. Commercial Accesses are required to have a paved apron installed per ACCHD Standard Drawing #ACCHD-106. Patron will need to upgrade the existing residential access to a paved apron to meet Highway District Commercial Access Standards. Nampa Highway District #1 recommends denial until the paved apron is installed.

All comments above are based on the ACCHD Standards Manual and Nampa Highway District #1 Supplementals.

Nampa Highway District #1 reserves the right to provide amended comments/conditions of approval subject to plan revisions, and/or revisions to the ACCHD Standards Manual or NHD#1 Supplementals.

