PLANNING DIVISION STAFF REPORT

CASE NUMBER: CU2024-0010

APPLICANT/REPRESENTATIVE: McIntyre Pastures/ Brent Orton

PROPERTY OWNER: K & L Properties LLC

APPLICATION: Conditional Use Permit: Special Events Facility, Processing

Facility and Similar Use to a Conditional Use Permit: Nursery

Retail

LOCATION: 17995 Lewis Ln, Caldwell ID. 83607

Parcel R30154 Approx. 25.91-acres

ANALYST: Arbay Mberwa, Associate Planner REVIEWED BY: Emily Bunn, Principal Planner

REQUEST:

The applicant, Brent Orton, representing McIntyre Pastures requests a conditional use permit to host special events on Parcel R30154 (the subject property) in the "A" (Agricultural) zoning district for farm education courses, agritourism and farm to fork events. Additionally, the applicant is requesting a food processing facility for egg packaging operations and a similar use to a conditional use permit, a retail nursery to allow for the farm store and sale of McIntyre products.

PUBLIC NOTIFICATION:

Neighborhood meeting conducted on:	November 28, 2023
Agency and Full Political notice:	June 3, 2025
Neighbor notification within 1,000 feet mailed on:	June 3, 2025
Newspaper notice published on:	June 3, 2025
Notice posted on site on:	May 6, 2025

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1. BACKGROUND:

Parcel R30154 is a 25.91-acre parcel zoned "A" (Agricultural) with a future land use designation of Agricultural (**Exhibit B1**). The original parcel, approximately 35-acres, was denied for a conditional use permit to divide the parcel into four (4) residential lots in May of 2004, due to the parcel being prime

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agricultural ground (Exhibit B3.1). In July of 2004, LS2004-646, divided the 35-acre parcel into two (2) parcels via an administrative land division creating a 3.99-acre parcel (R30154011) and a 31.4-acre parcel (R30154) (Exhibit B3.2). It appears the 31.4-acre parcel was divided via deed in 2005, not in accordance with Canyon County code creating a 25.9-acre parcel as the subject parcel and a 5.42-acre parcel as R30154012 (Exhibit B3.3). According to PI2014-210, the parcel could have been created via building permit transfer creating the aforementioned parcels, however staff cannot locate documentation of an approval of a building permit transfer that created parcel R30154012 (Exhibit B3.4). Parcel R30154012 has a building permit on site that was permitted for the subject parcel (Exhibit B3.5). In 2019, the subject parcel applied for a property boundary adjustment with parcel R30145012, however the application expired due to inactivity but the adjustment took place without approval from Development Services (Exhibit B3.6). Therefore, as a proposed condition of approval, the subject property and Parcel R30154012 shall be recognized through the County prior to commencement.

The McIntyre Pastures was established in 1909, a storefront was built in 2021 (**ZCA2021-0057**) (**Exhibit A2**). The applicant submitted a conditional use permit application on April 2, 2024, to host special events on site. On May 30, 2025, the applicant amended the application to request a food processing facility for the egg packaging operation and a similar use to a conditional use permit: retail nursery to allow the farm store and sell of McIntyre products and resale of products (**Exhibit A17**).

2. HEARING BODY ACTION:

Pursuant to Canyon County Ordinance Article 07-07-01 every use which requires the granting of a conditional use permit is declared to possess characteristics which require review and appraisal by the commission to determine whether or not the use would cause any damage, hazard, nuisance or other detriment to persons or property in the vicinity. The commission may require higher standards of site development than those listed specifically in this chapter in order to assure that the proposed use will be compatible with other property and uses in the vicinity. The commission may revoke or modify its approval of a conditional use permit in accordance with the procedures set forth in the hearing and appeals procedures found in article 5 of this chapter.

The Commission may attach special conditions to a conditional use permit including, but not limited to, conditions which: (1) Minimize adverse impact, such as damage, hazard, and nuisance, to persons or the subject property or property in the vicinity; (2) Control the sequence and timing of development; (3) Control the duration of development; (4) Designate the exact location and nature of development; (5) Require the provision for on site or off site public facilities or services; (6) Require more restrictive standards than those generally required in this chapter; or (7)Mitigate the negative impacts of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the county (07-07-17).

Prior to making a decision concerning a conditional use permit request, the presiding party may require sturdies at the applicant's expense of the social, economic, fiscal, and environmental effects of the proposed conditional use (07-07-19).

OPTIONAL MOTIONS:

Approval of the Application: "I move to approve for CU2024-0010, McIntyre Pastures, finding the application does meet the criteria for approval under Article 07.07.05 of Canyon County zoning

Regulations, 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 CU2024-0010, McIntyre Pastures, finding the application **does not** meet the criteria for approval under Article 07.07.05 of Canyon County zoning Regulations, **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 CU2024-0010, McIntyre Pastures, to a [date certain or uncertain]

3. HEARING CRITERIA

Table 1. Conditional Use Permit Review Criteria Analysis

HEARING CRITERIA (07-07-05): The presiding party shall consider each conditional use permit application by finding adequate evidence to answer the following questions in its FCOs:

	ompli			County Ordinance and Staff Review		
Yes	No	N/A	Code Section	Analysis		
			07-07-05(1) Staff Analysis	 Is the proposed use permitted in the zone by conditional use permit; A special events facility is permitted in the "A" (Agricultural) zone by conditional use permit, pursuant to Canyon County Ordinance §07-10-27. The proposed use consists of farm education, farm to fork dinners and agritourism events. A special events facility is defined as "any temporary event including, but not limited to, weddings, picnics, barbecues, holiday events and parties, dances, concerts, footraces and walks, bazaars, and harvest festivals (Canyon County Code of Ordinance (CCCO) §07-12-03)." A food processing facility is permitted in the "A" (Agricultural) zone by conditional use permit, pursuant to Canyon County Ordinance §07-10-27. A food processing facility is defined as "a facility where food, in its raw product form, is prepared for market (CCCO §07-12-03)." The McIntyre's have an egg packaging operation on the subject property. A similar use to a conditional use is permitted in the zone by conditional use permit pursuant to (CCCO §07-12-03). A similar use is defined as "a use that has characteristics generally like those of a listed or defined use." The applicant is proposing to use retail nursery as a similar use to operate a farm store on the subject property where McIntyre products are proposed to be sold. Retail nursery is defined as "the selling of products and plants at retail and/or wholesale (CCCO §07-02-03)." Nursery is defined as "a place where plants are grown for sale or transplanting and where seventy five percent (75%) of the products offered for sale are grown on the premises (CCCO §07-12-03)." See project description analysis contained in Section 07-07-05(2) detailing the nature of the request. 		
\boxtimes			07-07-05(2) Staff Analysis	What is the nature of the request; The nature of the request consists of a special events facility for farm education events, farm to fork dinners, tours of the farms and packaging operations, on site sales and agritourism events on parcel R30154. A food processing facility for the		

			Chapter 1: Property Rights
\boxtimes		07-07-05(3) Staff Analysis	Is the proposed use consistent with the comprehensive plan; The proposed use is consistent with the 2030 Comprehensive plan. The parcel is zoned "A" (Agricultural) and the 2030 Comprehensive Plan designates the parcel as "A" (Agricultural) with an intensive agricultural overlay. The following goals, actions and policies align with the proposed use but are not limited to:
			 spaces. There is an existing 3'x5' road sign on site. The applicant, proposes to add a 4'x20' sign located above the storefront gable (Exhibit A6 & A16). See proposed condition of approval No. 12.
			 egg packaging facility and request of a similar use to a conditional use of a retail nursery for the sale of McIntyre products on the subject property. Special Event Facility: The applicants are requesting up to 10 monthly events, eight (8) Farm to Fork Dinners annually, and no more than 250 attendees. 90% of events are to be held outdoors while 10% of events are to be held indoors due to weather (Exhibit A9.4). Hours of operations for the farm store are between 8 a.m. and 6 p.m. Monday through Saturday. See proposed condition of approval No. 4a & b. There are occasional extended hours no later than 10 p.m. on nights with events to facilitate the proposed uses of

G1.01.00 Protect the integrity of individual property rights while safeguarding public health, safety, and welfare.

P1.01.01 No person shall be deprived of private property without due process of law

P1.01.03 Ordinances and land-use decisions should avoid imposing unnecessary conditions or procedures in development approvals.

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

Canyon County values the applicants' and surrounding applicants' private property rights and may support the applicants' project and surrounding applicants' rights by adding mitigating conditions to the proposed conditional use permit

Chapter 3: Economic Development

G3.01.00 Promote a healthy and sustainable regional economy by retaining, expanding, and recruiting businesses to favorable locations.

P3.01.02 Support suitable sites for economic growth and expansion compatible with the surrounding area.

G3.03.00 Develop and work with organizations on improving tourism in the County

P3.03.03 Identify opportunities for visitor services and attractions through agritourism to enhance and support the County's agricultural heritage.

G3.04.00 Increase agricultural-based and supportive businesses.

P3.04.01 Build Canyon County as the premier location for agricultural-based businesses of all sizes.

"Agriculture is a significant economic driver (2030 Comprehensive Plan Pg. 19)." The McIntyre Pastures specializes in agricultural practices such as no till farming. "This robust agricultural economy is the product of investment of multiple generations of family farms and ranches to produce a volume of crops and livestock (2030 Comprehensive Plan Pg. 19)." The McIntyre Pastures has been in operation since 1910, and has been evolving since then (Exhibit A4). Approval of the conditional use permit will allow the property owner to continue their agriculturally-related business.

Chapter 4: Land Us and Community Design

P4.01.01 Maintain a balance between residential growth and agriculture that protects the rural character.

P4.01.02 Planning, zoning, and land-use decisions should balance the community's interests and protect private property rights.

P4.02.01 Consider site capability and characteristics when determining the appropriate locations and intensities of various land uses.

G4.03.00 Develop land in a well-organized and orderly manner while mitigating or avoiding incompatible uses, protecting public health and safety, and creating a vibrant economy through sustainable land use planning.

G4.05.00 Support a diversity of agricultural uses to sustain the agricultural and agriculturally related economy. "This overlay is applied to protect working lands and operations (2030 Comprehensive Plan, Pg. 28)," The parcel is located in an intensive agricultural overlay within the Agricultural zoning designation. The surrounding area is primarily used for agricultural practices and therefore compatible with the surrounding land use. Chapter 9: Recreation G9.02.00 Expand outdoor recreation offerings and access in Canyon County. Approval of the request of a special events facility will be established primarily for the use for agricultural adjustment of the use for agricultural education. Events include but are not limited to farm educational courses, farm tours, egg collection and wagon rides etc. (Exhibit A9.1). Chapter 12: Agricultural P12.01.01 Preserve and maintain agriculturally designated lands for agricultural use. G12.04.00 Minimize conflicts between agricultural uses and operations and adjacent nonagricultural uses. The McIntyre Pastures is multi-generational and the vicinity of the property is located in an agricultural zone and intensive agricultural overlay. The continuation of the use is preserving agricultural ground in Canyon County. Due to the surrounding area being zoned "A" (Agricultural) and the subject property's primary uses consist of agricultural practices, therefore conflicts are anticipated to be minimal. O7-07-05(4) Will the proposed use be injurious to other property in the immediate vicinity and will not negatively change the essential character of the area; The proposed uses are not anticipated to be injurious to other property in the immediate vicinity and will not negatively change the essential character of the area. Adjacent Existing Conditions: Direction Existing Use Primary Zone Other Zone N Agricultural "A" W Agricultural "A" S Agricultural "A" W Agricultural "A" W Agricultural "A							
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across approximately 240-acres (Exhibit B4). To the south there was a							
			across appro	oximately 240-acres (Exhibit E	34). To the south the	ere was a	

comprehensive plan map amendment application to change the future land use designation from "A" (Agricultural) to "RR" (Rural Residential) on a 2.96-acre parcel which was later withdrawn (**Exhibit B5**).

Character of the Area: The parcel is zoned "A" (Agricultural) as is the surrounding area. The surrounding parcels are primarily used for agriculture while others are zoned agricultural with homesites. The average parcel size in the area is 29.8-acres. According to the applicant, the location is ideal for agritourism as the primary use of the vicinity is agricultural. "The parcel is located west of lizard butte and north of the snake river in a historically agricultural area (Exhibit A2)." The use is not anticipated to exclude or diminish others use of public or private services. The interactions between neighboring parcels are minimal and not anticipated to be negative

The general character of the area does not appear to be injurious to other properties in the immediate vicinity. The parcel has been in agricultural production for decades and with the addition of the store front in 2021, there has not been known complaints or concerns raised by the neighbors (Exhibit A2). The farm store was not permitted by Development Services. In the Agricultural zone a roadside stand is allowed. A roadside stand is defined as "The site used for the sale of agricultural products where the majority of the products are produced by the landowner (CCCO §07-02-03)." The farm store exceeds the roadside stand criteria (CCCO 07-04-23) of 400 square feet, therefore the applicant is requesting for a similar use such as a retail nursery to allow for the farm store and bring the farm store into compliance with County Code (Exhibit A17). Additionally, the applicant requests a food processing facility, see the proposed conditions of approval to mitigate negative changes to the character of the area.

The special events facility may increase the sound levels in the immediate vicinity due to the store, the freezer fans, and outdoor events that are proposed to be held on site. As the proposed condition states, all amplified sounds shall be directed away from adjacent residences. There shall be no amplified sound of any kind after 9:00 p.m. on Monday, Tuesday, Wednesday, and Thursday nights, or after 10:00 p.m. on Friday and Saturday nights. The hours of operation for the special events facility shall be between 8 a.m. and 10 p.m. Monday through Saturday. No events shall occur on Sunday. See proposed condition of approval No. 4a & b.

A dust mitigation plan was submitted by the applicants on May 23, 2025 (**Exhibit A10**). As proposed, the customer and employee parking will consist of areas that are paved, graveled, and on a pasture, so dust should not significantly increase dust levels in the vicinity. See proposed condition of approval No. 13 to mitigate dust concerns.

There is limited lighting proposed for the special events facility as the events will primarily take place outdoors in the day time (**Exhibit A**). As a proposed condition, all exterior lighting shall be fully cut off and fully shielded, and placed to direct the light source down and inside the property lines of the facility. All direct glare from

 •		
		the lights shall be contained within the facility area. No light source may be placed greater than fifteen (15') feet in height and shall be off no later than 10 p.m. (Exhibit A9.4). See proposed condition of approval No. 9b.
		Compatibility: The proposed use is not anticipated to directly or indirectly interfere with or negatively impact the surrounding land uses. The surrounding uses are agricultural with residences. The proposed use is similar to the surrounding land uses therefore, limiting the potential negative impacts. The use is not anticipated to exclude or diminish others use of public or private services. There are adequate services for the proposed use as detailed in section 07-07-05(5). The interactions between neighboring parcels are minimal and not anticipated to be negative. See the proposed conditions of approval to mitigate interferences and conflicts that may arise.
		During the site visit a member of the McIntyre family stated the parcel to the north is used for the egg collecting event and is used occasionally for a tractor and sunflower photo spot. If the applicant wishes to modify the conditional use permit the applicant may submit a conditional use permit application to amend the current conditional use permit to include the parcel to the north. See proposed condition of approval No. 4h.i.
		See 07-07-05(7) for discussion on traffic and parking with proposed conditions.
	07-07-05(5)	Will adequate water, sewer, irrigation, drainage and stormwater drainage
		facilities, and utility systems be provided to accommodate the use;
	Staff Analysis	The proposed use will have adequate water, sewer, irrigation, drainage and
		stormwater drainage facilities, and utility systems to accommodate the proposed
		use based on the analysis contained herein.
		Water: Water will be provided via an individual well. The proposed use is anticipated to have adequate water system (Exhibit A5). Fully filtered well water is only available to the McIntyre family and employees. Bottled water will be available for purchase to guests during events (Exhibit A9.4).
		Sewer: The proposed use is anticipated to have adequate sewer system(s). There is an individual septic system located southeast of the farm store. During special events portable sanitation units will be used. During a pre-development meeting with Southwest District Health, the applicant was advised to have a set number of portable sanitation units depending on the number of hours of the event following the Technical Guidance Manual-2024, 4.18 Table 4-16 (Exhibit A7.1). The Manual also outlines requirements for the portable sanitation units that shall be followed such as maintenance. The proposed use is anticipated to have adequate sewer system(s). As a proposed condition, the applicant shall meet all SWDH requirements and provide the required amount of portable sanitation units in accordance with Southwest District Health. See proposed condition of approval No. 7.
		Irrigation: The Deer Flat Low Line Canal meanders through the center of the property bisecting the parcel running north to south with a 40-foot setback

easement on both sides from the center of the canal (Exhibit A3). Per the Land Use Worksheet surface irrigation water is provided to the property via gravity irrigation to a pressurized irrigation system from the Kuna Mora Canal (Exhibit A5). Agency notice was sent to Boise Project Board of Control on December 4, 2024. Comments were received on December 8, 2024, noting there is a 40-foot easement to the east and west of the centerline of the canal. No landscaping or gravel shall be installed in the easement per Boise Project Board of Control as it will obstruct the ability for maintenance on the canal and a variance will not be granted (Exhibit D2). The applicant reached out to Boise Project Board of Control in attempt to get a variance as there is an existing fencing and structure(s) located just outside of what was believed to be a 25-foot easement from the centerline of the canal. The applicant worked with Boise Project Board of Control and came to an agreement that the existing fencing and structure(s) can remain in place however, future landscaping, crossings or structure(s) shall not be placed within the 40-foot easement to not obstruct maintenance of the canal (Exhibit A8.1). Staff received verification from Thomas Ritthaler with Boise Project Board of Control via phone call that the existing structures can remain in place however, new structure(s) shall not impede on the easement.

Drainage: Drainage facilities are not anticipated to be impacted. Drainage for the parking is retained on site and the rest of the project drainage is located within the farms historic drainage and irrigation return flow rights, borrow ditches shall be used for drainage according to the land use worksheet (**Exhibit A5**).

Stormwater drainage facilities: The applicants are proposing to have borrow ditches for stormwater drainage. The Boise Project Board of Control commented on December 8, 2024 stating stormwater drainage and street runoff shall be retained on site. See proposed condition of approval No. 11a.

Utility Systems: Utility agencies including Idaho Power, Intermountain Gas, Ziply, and CentryLink were notified of the request on December 4, 2024 and May 1, 2025, no comments were received. The proposed use is anticipated to have adequate utility systems. In the case that additional utilities are required the applicant can work with the applicable agencies to obtain services.

Sign: Currently there is a road side sign 3'x5' displaying the McIntyre Pastures logo. The applicants are requesting to install a 4'x20' sign above the gable of the store front mounted on the wall (**Exhibit A6**). As proposed condition of approval No. 12 states, the sign will need a separate permit as it exceeds the size requirements in the agricultural zone (CCCO §07-10-13) (**Exhibit A16**).

Building: Development Services Building Department was notified of the request on May 1, 2025 and provided comments on May 6, 2025 **(Exhibit D5).** The Building Department is requesting a change of occupancy permit for the farm store, processing facility and the three (3) freezers on site. There are structures that do not have building permits, as a proposed condition the structures shall obtain a building permit to bring the structures into compliance with Canyon County Building Code requirements **(Exhibit A15)**. The brooding house is not

			meeting Canyon County section line setback requirements (§07-10-19) and will need to be removed, relocated or receive a waiver from Nampa Highway District No.1 to remain in the current location. The applicants received a variance with Nampa Highway District to address the section line setback requirements (Exhibit A20).
			GIS: Per the letter of intent, the applicants are requesting the farm store receive an address. According to Development Services GIS Division the farm store can be addressed via the Address Request Application which can be completed during the building permit application stage (Exhibit D6). Alternatively, with the approval of a nursery (retail/wholesale) the applicant may receive an address for the use of the farm store by either submitting an 'Address Request Application' to the Development Services Department. An approach permit will be required for both of these options.
			Food Permit: The applicants have submitted an application for a Food Establishment License with Southwest District Health on May 25, 2025, for the proposed farm to fork dinner events and farm store operations (Exhibit A11). See proposed condition of approval No. 4d.
		07-07-05(6)	Does legal access to the subject property for the development exist or will it exist
		Staff Analysis	at the time of development; The subject property does have legal access for the proposed use and will exist at
			the time of the development.
			The parcel has direct access off of Lewis lane primarily classified as a Rural Minor Arterial road that will be utilized for the proposed use. The applicant has paved the approach and received an approach permit from Nampa Highway District No. 1 meeting the commercial requirements (Exhibit D1). As proposed the attendees and costumers shall use the paved approach for ingress and egress of the subject property (Exhibit A19). If the applicant wishes to use another approach for the proposed uses said approach shall also meet commercial approach requirements (Exhibit D1.1).
		07-07-05(7)	Will there be undue interference with existing or future traffic patterns; and
		Staff Analysis	Traffic patterns may be impacted but there are conditions in place to mitigate the concerns that may arise. Nampa Highway District No. 1 and Idaho Transportation Department (ITD) were notified of the request on December 4, 2024, May 1, and June 3, 2025. Nampa Highway District provided comments on December 4, 2025, stating that there are no objections to the proposal due to an approved and paved approach (Exhibit D1 & D1.1). ITD provided comments on December 10, 2025, stating the proposed use does not meet the threshold for a traffic impact study nor pose any safety concerns. ITD has no concerns regarding the request (Exhibit D3).
			According to the letter of intent there are approximately 10 to 15 visitors daily to the farm store. During special events there may be approximately 50 visitors with approximately 15-60 vehicles for the proposed events, on site on any given day

		T	hatwoon the hours of anarotions. Ortan Facinessias estimates 20 webi-less tries			
			between the hours of operations. Orton Engineering estimates 36 vehicles trips will be generated outside of peak hours (Exhibit A2).			
			will be generated outside of peak flours (Exhibit A2).			
			The applicants are proposing a total of 103 parking spaces (Exhibit A14). Customer parking is located in front of the farm store (Exhibit A3). There are six (6) proposed paved parking spaces in the front, one (1) of which is ADA compliant with van space and an accessibility aisle. There is additional parking behind the processing facility on a concrete parking pad which holds six (6) parking spaces for employee parking. Directly behind the concrete pad is a gravel area which has 13 parking spaces. The grass area directly behind the gravel area will be used as overflow parking, which can accommodate approximately 70 vehicles (Exhibit A3 & A9). The proposed parking plan meets §07-13-03(6) where the number of parking spaces shall be 20% of the capacity of attendees (Exhibit A14). See proposed condition of approval No. 14 & 15.			
		07-07-05(8)	Will essential services be provided to accommodate the use including, but not limited to, school facilities, police and fire protection, emergency medical services, irrigation facilities, and will the services be negatively impacted by such use or require additional public funding in order to meet the needs created by the requested use? (Ord. 16-001, 1-8-2016)			
					Staff Analysis	Essential services will be provided to accommodate the proposed use including, but not limited to school facilities, police and fire protection, emergency medical services, irrigation facilities. The services will not be negatively impacted by such use, or require additional public funding in order to meet the needs created by the requested use.
			School Facilities: Vallivue School district was notified of the request on December 4, 2024 and May 1, 2025, and no comments were received. It is not anticipated that school facilities will be negatively impacted by proposed use.			
			Police and Fire protection: Marsing Fire District was notified of the request. During the agency acknowledgement Marsing Fire District provided the applicant a business fire safety checklist and the McIntyre Pastures met the applicable criteria on the checklist (Exhibit A7.2). The state Fire Marshall and Canyon County Sheriff were notified of the request, no comments were received. It is not anticipated that police and fire protections will be negatively impacted by the proposed use.			
			Emergency Medical Services: Canyon County Paramedics/EMT, Marsing Ambulance and Emergency Coordinator were notified of the request on December 4, 2024 and May 1, 2025, and no comments were received. It is not anticipated that emergency medical services will be negatively impacted by the proposed use.			
			Irrigation Facilities: The subject property is under Boise Project Board of Control/Wilder Irrigation District's jurisdiction. See CCCO 07-07-05(5) and Exhibit D2 for information related to Boise Project Board of Controls' comments on the conditional use permit.			

4. AGENCY COMMENTS:

Agencies including the Canyon County Sheriff's Office, Canyon County Paramedics/EMT, Marsing Fire District, State Fire Marshal Destination Caldwell, Nampa Highway District No. 2, Vallivue School District, Idaho Transportation Department, Idaho Power, Intermountain Gas, CenturyLink, Ziply, Canyon County Building Department, Boise Project Board of Control, Southwest District Health, and the Department of Environmental Quality were notified of the subject application.

Staff received agency comments from Nampa Highway District No. 2, Idaho Transportation Department, Canyon County Building Department, Boise Project Board of Control, Southwest District Health, and the Department of Environmental Quality. 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:

Staff received "three" (3) total written public comments by the materials deadline of June 27, 2025. Generally, of the comments received "three" (3) were in favor, "zero" (0) were neutral, and "zero" (0) were opposed. All public comments received by the aforementioned materials deadline are located in **Exhibit E.**

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 Use Permit is **compliant** with Canyon County Ordinance 07-07-05. A full analysis is detailed within the staff report.

Should the Commission wish to approve the subject application, staff recommends the following conditions be attached:

- 1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules, and regulations that pertain to the subject property and the proposed use.
 - a. The parcel shall be brought into compliance with Canyon County Code prior to commencement.
 - i. Parcel R30154012 shall be recognized under Canyon County via a building permit transfer or dissolved and merged with parcel R30154.
 - ii. All unpermitted structures shall receive a building permit from Development Services Building Department.

- 2. This conditional use permit must follow the land use time limitation as stated in CCZO 07-07-23: "When a conditional use permit is granted, the land use or construction of its facility proposed in the application must have commenced within three (3) years of the date of the final decision by the presiding party or a court of appropriate jurisdiction. The improvements for the approved use must be completed within five (5) years of the same date."
 - a. Commencement shall be the date of the first event.
- 3. The conditional use permit for a Special Event Facility shall be limited to the McIntyre Family on parcel R30154. Should ownership of the property change and no longer under the McIntyre Family the conditional use permit for a Special Event Facility shall terminate—no further events shall be conducted on the property. New owners/purchasers shall be required to obtain a new conditional use permit for a special Events Facility, Food Processing Facility and Similar Use of whole sale retain nursery subject to the zoning code requirements in affect at the time of application.
- 4. The proposed development shall be in conformance with the applicant's site plan and Letter of Intent unless otherwise conditioned (**Exhibit A**).
 - a. SPECIAL EVENTS FACILITY HOURS OF OPERATION: The hours of operation for the special events facility shall be between 8 a.m. and 10 p.m. Monday through Saturday. No events shall occur on Sunday.
 - b. FARM STORE HOURS OF OPERATION: The hours of operation for the Farm Store shall be between 9 a.m. and 5 p.m. Monday through Friday and 9 a.m. and 3 p.m. on Saturday.
 - c. NUMBER OF EVENTS PER MONTH: There shall be no more than ten (10) events held per month excluding the Farm to Fork Dinner Events.
 - i. There shall be no more than eight (8) Farm to Fork dinner events in a calendar year.
 - d. CATERING: Special events shall be fully catered by a licensed caterer operating in compliance with the requirements of SWDH Food Establishment Licensing and Permitting.
 - e. NUMBER OF ATENDEES: No more than 250 attendees shall attend the special events.
 - f. TICKETING: Ticketing shall be required for events with 200 guests or more.
 - g. TYPES OF EVENTS: The applicant shall be held to agritourism events, farm tours, agricultural and farm related educational classes, seasonal farm events and spring tours and farm to fork dinners (Exhibit A2 & Exhibit A9.1). Weddings, dances, concerts, and bazaars are prohibited on site.
 - h. LOCATION OF EVENTS: Special events shall only take place on parcel R30154.
 - i. If the applicant wishes to modify the conditional use permit to allow special events on Parcel R30026 the property owners will have to apply to modify this conditional use permit.
 - i. MUSIC AND AMPLIFIED SOUND: All amplified sounds shall be directed away from adjacent residences. There shall be no amplified sound of any kind after 9:00 p.m. on Monday, Tuesday, Wednesday, and Thursday nights, or after 10:00 p.m. on Friday and Saturday nights.

- 5. ALCOHOLIC BEVERAGE LICENSING: Alcoholic beverages (inclusive of beer and wine) for special events at the facility shall be provided and distributed in strict compliance with Local, State, and Federal requirements for sales and distribution.
- 6. The applicant shall comply with all applicable Nampa Highway District No. 1 requirements (Exhibits D1).
 - a. The paved approach shall be the only access for the special events/commercial activity unless waived by Nampa Highway District allowing for an alternative approach meeting the Highway District's requirements.
- 7. The applicant shall meet Southwest District Health (SWDH) requirements for the proposed use as evidenced by the applicant providing Development Services a letter of review and approval from SWDH prior to commencement of the use on the subject property. The number of portable restrooms and maintenance shall be as recommended by Southwest District Health (Exhibits D7 & A7.1).
 - a. A Food Establishment License shall be obtained and evidenced from SWDH.
- 8. Comply with all Fire District requirements per State adopted IFC and as evidenced by review and approval documentation from the applicable fire district prior to issuance of a certificate of occupancy and prior to commencement of the use on the subject parcel (Exhibit D5).
- 9. The applicant shall obtain all necessary building permits for all existing unpermitted structures and new structures (such as those identified in Exhibit D5) prior to commencement of the use on the subject parcel and any future structures/improvements. Evidence shall be an approval document from the Canyon County Building Department and Marsing Rural Fire Department.
 - a. The farm store shall be no larger than 893 square feet.
 - b. LIGHTING: All exterior lighting shall be fully cut off and fully shielded, and placed to direct the light source down and inside the property lines of the facility. All direct glare from the lights shall be contained within the facility area. No light source may be placed greater than fifteen (15') feet in height.
- 10. The facility shall be maintained in compliance with CCCO Chapter 2 Article 1: Public Nuisances.
- 11. The applicant shall not impede or disrupt existing irrigation structures, i.e. drains, laterals, or supply ditches, on and adjacent to the subject property.
 - a. Per the Boise Project Board of Control the irrigation easement shall not be impeded. No new structures shall be placed within 40' of each side of the centerline of the canal unless waived by Boise Project Board of Control (Exhibit D2). Stormwater drainage shall be retained on site.
- 12. Signage shall meet the requirements of CCZO §07-10-13 and shall not exceed 32 square feet or as provided for by approval of a separate application for a Director's Administrative decision for a sign permit. Applicant must comply with CCCO §07-10-13 and dependent upon the location of the signage with The Idaho Administrative Procedures Act (IDAPA) 39.3.60.
- 13. DUST MITIGATION: The dust mitigation plan submitted by the applicant shall be followed at all times (Exhibit A10). Dust shall be controlled per applicable federal, state, and county laws, ordinances, rules, and regulations that pertain to operations including but not limited to nuisance regulations (CCCO Chapter 2 Article 1: Public Nuisances) and shall be consistent with Idaho Department of Environmental Quality (DEQ) and Environmental Protection Agency (EPA) requirements (Exhibit A10).

- 14. OFF-STREET PARKING: No parking shall occur on the public right of way.
- 15. PARKING AND CIRCULATION PLAN: All parking spaces shall meet all applicable off-street parking requirements (CCZO §07-13-01 and §07-13-03). A parking and circulation plan drawn to scale must be submitted and obtain any necessary fire district and highway district approvals. The parking and circulation plan must be compliant with Canyon County's off-street parking requirements (CCZO 07-13-01 and 07-13-03). Evidence of consistency shall be turned into Canyon County DSD prior to commencement of the use on the subject property (Exhibit A14).
- 16. The applicant shall develop an emergency response plan which shall include an evacuation plan. The emergency response plan shall be on file and the evacuation plan shall be posted on the site during events (**Exhibit A18**).
- 17. 75% of products sold in the Farm Store shall be McIntyre products.

7. EXHIBITS:

A. Application Packet & Supporting Materials

- Master Application
- 2. Letter of Intent
- Site Plan(s)
- 4. Operation Plan
- 5. Land Use Worksheet
- 6. Sign
- 7. Agency Acknowledgement
 - 7.1. Southwest District Health Pre-Development Meeting
 - 7.2. Marsing Fire District
 - 7.3. Nampa Highway District No. 1
 - 7.4. Wilder Irrigation District
 - 7.5. Agricultural Exemption (ZCA2021-00057)
- 8. Irrigation Correspondence
 - 8.1. Irrigation Letter
- 9. Email Correspondence
 - 9.1. Farm Events
 - 9.2. Addressing
 - 9.3. Supporting Materials
- 10. Dust Control Plan
- 11. Food Establishment License Application with SWDH
- 12. Egg Candler License
- 13. Egg Distributor License
- 14. Parking/Circulation and Emergency Exit Plan
- 15. Farm Store and Egg Packaging Facility Building Code Evaluation
- 16. Sign Permit Application
 - 16.1. Master application
 - 16.2. Letter of Intent
 - 16.3. Site Plan
- 17. Updated Application
 - 17.1. Letter of Intent
 - 17.2. Land Use Worksheet
 - 17.3. Parking plan

- 17.4. Site Plan
- 18. Emergency Plan
- 19. Parking and Circulation Plan
- 20. Variance Approval

B. Supplemental Documents

- 1. Parcel Tool
- 2. Cases Maps/Reports
 - 2.1. Small Air Photo map
 - 2.2. Small Vicinity Map
 - 2.3. Zoning Map
 - 2.4. Future Land Use Map
 - 2.5. Case Map
 - 2.6. Subdivision Report
 - 2.7. Prime Farm Ground
 - 2.8. Soil Map
- 3. Property History
 - 3.1. CU2004-21
 - 3.2. LS2004-646
 - 3.3. Inst#2005-82477+78
 - 3.4. BP2005-750
 - 3.5. PI2014-210
 - 3.6. AD2019-0106
- 4. SD2022-0002
- 5. OR2021-0008
- 6. 2030 Comprehensive Plan
- C. Site Visit Photos: April 29, 2025

D. Agency Comments Received by: June 27, 2025

- 1. Nampa Highway District No. 1; Received: December 4, 2024 & May 1, 2025
- 2. Boise Project Board of Control; Received: December 8, 2024
- 3. Idaho Transportation Department; Received: December 10, 2024
- 4. Idaho Department of Environmental Quality; Received: May 5, 2025
- 5. DSD Building Department; Received: May 6, 2025
- 6. DSD GIS Division; Received: May 8, 2025
- 7. Southwest District Health; Received: May 8, 2025

E. Public Comments Received by: May 27, 2025

- 1. Growing Together LLC (George Crookham); Received: April 21, 2025
- 2. Connie Lou Aebischer; Received: May 14, 2025
- 3. Brent Orton; Received: May 28, 2025

EXHIBIT A

Application Packet & Supporting Materials

Hearing Examiner

Case# CU2024-0010

Hearing date: July 7, 2025

Canyon County, ID Web Map Exhibit A



1:9,028 0 0.05 0.1 0.2 mi 0 0.07 0.15 0.3 km

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



Farm Store/Events - Conditional Use Permit Owner: K & L Farm Properties, LLC McIntyre Farms Agent: Ben McIntyre 17995 Lewis Lane, Caldwell Idaho 83607

MCINTYRE PASTURES

CONDITIONAL USE PERMIT



Figure 1 - Aerial View of McIntyre Pastures Farm Store





CONDITIONAL USE PERMIT

PUBLIC HEARING - CHECKLIST

CONDITIONAL USE PERMIT - CCZO Section 07-07-05

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

Description	Applicant	Staff
Master Application completed and signed	-	
Letter of Intent (see standards on next page)	—	
Site Plan (see standards on next page)	✓	
Operation Plan (see standards on next page)	✓	
Land Use Worksheet	✓	
Neighborhood Meeting sheet/letter completed and signed	✓	
Proof of application/communication with the following agencies:	✓	
Southwest District Health	✓	
Irrigation District	V	
Fire District	-	
Highway District/ Idaho Transportation Dept.	V	
Area of City Impact (if applicable)	N/A	
Deed or evidence of property interest to the subject property	✓	
Fee: \$950.00 \$600.00 (CUP Modification)	\$ 950 .00	
Fees are non-refundable		

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

County Code:
□Contractor Shop
□Mineral Extraction (Long Term)
□Wind Farm
□Staging Area
□Manufacturing or processing of hazardous chemicals or gases
□Ministorage Facility
*If applicable, review the <u>Additional Use Standards Below</u> , if not applicable, please disregard them.

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

STANDARDS

SITE/OPERATION PLAN - CCZO Section 07-02-03 and 07-07-03(1)

A scaled drawing showing:

- ✓ The parcel and all existing and proposed uses and structures and roads all with dimensions, distances, and private and public road names.
- Includes lot lines, lot area, parking spaces, private roadways, walkways, topographic features, reserved open space, buildings and other structures, major landscape features, and the location of proposed utility easements.

Operation Plan to include:

✓ Time requirements, the commencement of the operation, hours of operation, noise levels, dust levels, air and water quality, raw material delivery, finished product and marketing, site improvements, public and private facilities, public amenities, and infrastructure.

LETTER OF INTENT – CCZO Section 07-07-05

State the nature of the request. Include, a description of business operations, such as a number of employees, hours of operation, delivery and shipping.

- ✓ Consistency with the Comprehensive Plan (CCZO Section 07-07-05(3))
- Address potential impacts to property in the immediate vicinity and character of the area (CCZO Section 07-07-05(4))
- Demonstrate how facility and utilities such as water, sewer, irrigation, drainage and stormwater drainage, will be provided.
- Demonstrate legal access
- Address potential impacts to existing or future traffic patterns.
- Address potential impacts to essential services such as schools, irrigation facilities and emergency services.
 - If the use will create impacts, provide measures to mitigate impacts.

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

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

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

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

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

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

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



RECEIVED BY:

Exhibit A1

CONDITIONAL USE PERMITPUBLIC HEARING - APPLICATION

CK MO CC CASH

	OWNER NAME: McIntyre Farms.	K & L Properties, Agent: Ben McIntyre				
PROPERTY	MAILING ADDRESS:					
OWNER		rside Rd Caldwell ID 83607				
	PHONE: 208 573 1778	EMAIL: FarmerBen71@gmail.com				
I consent to this		Commissioners to enter the property for site				
inspections. If the owner(s) is a business entity, please include business documents, including						
	those that indicate the person	s) who are eligible to sign.				
Bei	n McIntyre	03/25/2024				
Signature:		03/25/2024 Date:				
APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER	APPLICANT NAME: Brent Orto	o n				
	COMPANY NAME: Orton Engineering, LLC					
	MAILING ADDRESS: 17338 Sunnydale Place, Caldwell, ID 83607					
	PHONE: (208)350-9422	EMAIL: brentorton@ortonengineers.com				
	STREET ADDRESS: 17995 L	ewis Ln, Caldwell, ID 83607				
SITE INFO	PARCEL NUMBER: 30154000 0					
	PARCEL SIZE: 25.91 Acres					
	REQUESTED USE: Conditional Use Desired for Agritourism Special Events Venue					
	FLOOD ZONE (YES/NO) No	ZONING DISTRICT: Agricultural				
FOR DSD STAFF COMPLETION ONLY:						
CASE NUMBER	DATE RECEIVED:					

APPLICATION FEE:



Letter of Intent

Farm Store/Events - Conditional Use Permit Owner: K & L Farm Properties, LLC McIntyre Farms Agent: Ben McIntyre 17995 Lewis Lane, Caldwell Idaho 83607

Exhibit A2

March 14, 2024

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

Subject: Letter of Intent for Conditional Use Application for Agritourism Special Event Venue

Dear Canyon County Development Services and Planning and Zoning Commission or Hearing Examiner:

Orton Engineering is representing McIntyre Farms in seeking a Conditional Use Permit for an agricultural store and special events venue in Caldwell, Idaho.

Owner Information:

McIntyre Farms, Incorporated, 10478 Riverside Road, Caldwell, ID 83607

Owner Parcel Information:

Parcel ID: 30154000 0

Legal Description: 18-2N-3W NW GOVT LT 1 IN NWNW LS TX 00162, 04505, 19570 & LS A PT

OF RD ON N

Deeded Acres: 25.91 Acres

Zone: Agricultural

Nature of Request

McIntyre Farms is a multi-generational family farm in Canyon County. Their superior quality farm products have been featured in local restaurants, local farm to fork events, as well as local and national grocery stores.



Letter of Intent

Farm Store/Events - Conditional Use Permit Owner: K & L Farm Properties, LLC McIntyre Farms Agent: Ben McIntyre 17995 Lewis Lane, Caldwell Idaho 83607



Figure 1 - McIntyre Family

The McIntyre's are leaders in no-till and natural farming practices. They are a staple in Canyon County's Agricultural nature and heritage. Their state of the practice farming is a strong attraction for agritourism on the local and national stage. An example of state of the art farming practices in the use of Chicken Tractors used for no-till soil conditioning can be seen in Figure 2Figure 2



Figure 2 McIntyre Pastures Chicken Tractors Conditioning Soil in Cow Pasture



Letter of Intent

Farm Store/Events - Conditional Use Permit Owner: K & L Farm Properties, LLC McIntyre Farms Agent: Ben McIntyre 17995 Lewis Lane, Caldwell Idaho 83607

McIntyre Farms/McIntyre Pastures constructed an engineered steel building (R&M Steel) with the intent to use the building for packaging eggs and freezer storage. The building was equipped with an accessible bathroom and the family determined to use the front bay of the building for a small store space. The McIntyre Farm has become a desired location for occasional Farm-to-Fork dinners which have been held in the pasture near the building. Excerpts from Destination Caldwell's "Idaho Fresh" and "Agventure Trail" pages are shown below in Figure 3 and Figure 4 with a view of the store featured in Figure 3.



Figure 3 Excerpt from Destination Caldwell Webpage Featuring McIntyre Pastures Farm Store and Wholistic Farming Practices (https://www.destinationcaldwell.com/idaho-fresh/, Accessed 14Feb2024)

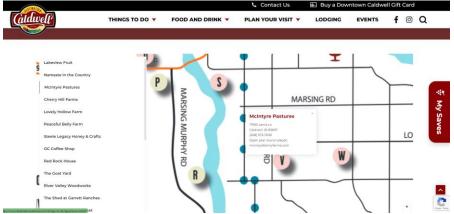


Figure 4 Destination Caldwell Agventure Trails Website Featuring McIntyre Pastures (and Several Others); https://www.destinationcaldwell.com/things-to-do/agventure-trail/; Accessed 15Feb2024



Letter of Intent

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McIntyre Farms Agent: Ben McIntyre
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Caldwell Idaho 83607

Currently, the onsite store use, Agri-tours, farm-to-fork events, and even the egg packaging do not have a secure allowance under County Code (although the County Staff Team is exploring modifications to the code to facilitate these types of uses). To comply with County Code as it currently exists, McIntyre Farms/McIntyre Pastures is requesting a Conditional Use Permit for a Special event venue that performs these functions (Tours of farm and packaging operations, Farm-to-Fork and Agritourism events, and onsite sales).





Description of Operations

The McIntyre's store operates from 8 a.m. to 6 p.m. Monday – Saturday, with occasional extended hours for Agritourism and events. There are two full-time employees that run the store.

The store sells eggs, meat, and produce, as well as cooperative produce and dairy from other farms. Incoming deliveries to the farm are incidental, and shipments from the farm are picked up and delivered by the McIntyre farm truck, which is equipped with a refrigeration unit. Currently, no semis are involved in outgoing shipments from the store (Note that the McIntyre Farms Hay operation routinely employs the use of semi's for hay collection and delivery, although not a part of this application).

Employees park behind the store. Customer parking is available in front of the store and can be expanded into the pasture for tours and events. The delivery rig parks in front of the freezers as seen in Figure 5.



Letter of Intent

Farm Store/Events - Conditional Use Permit
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Figure 5 - Aerial View of McIntyre Pastures Farm Store

Character of the Area

McIntyre Farms Is located west of Lizard Butte and North of the Snake River in a historically agricultural area. Farms, pastures, orchards, and homesteads surround their farm. This is an ideal agritourism setting that highlights and promotes appreciation for Canyon County's agricultural history and heritage. McIntyre Farms acclaimed and innovative farming practices make further make their operation a gem for Idaho and Canyon County.

Potential Impacts to Property in the Immediate Vicinity

The McIntyre Farms store is already functioning and has not produced any known complaints, expressions of concern, or noticeable negative impacts of any kind. The noise generated by the store and its freezer fans is less than the already existing noise produced by farm operations. Dust levels are considerably less than a typical farm because of the innovative farming practices which the McIntyres use and are renowned for (no-till drilling, cover crops, etc.). During farm-to-fork events, there is an increase in traffic and noise to the area, but parking is sufficient, and events



Letter of Intent

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conclude before 10 p.m. Agri-tours and farm-to-fork events typically attract around 50 people (an estimated 15 to 20 vehicles).

Utilities

Water is available through a shared well. An ADA-accessible restroom facility is located within the McIntyre store. Sewer is by an individual septic system that has been constructed and approved by Southwest District Health. The approved septic permit is included in the application packet. Drainage for parking is retained on site and drainage for the rest of the project is within the farm's historic drainage and irrigation return flow rights.

Legal Access

McIntyre Farms received an approach permit for the proposed use on the 9th of February, 2023 and placed a bond for construction improvements. A copy of the approach permit is included in the application package. The asphalt parking and driveway approach work was completed, approved by Nampa Highway District #1, and the bond has been released/returned.

Potential Impact to Existing or Future Traffic Patterns

Lewis Lane has no outlet current outlet and is not planned for future extension to the East, so there is limited impact to existing and future traffic patterns. Typically, there are 10-15 visitors per day. As mentioned earlier, events typically attract around 50 people. Orton Engineering believes these events would generate approximately 36 vehicle trips¹, generally occurring outside peak traffic hours (both event and store traffic).

Potential Impact to Essential Services

There are no appreciable impacts to essential services that have come to light with the current operation.

Alignment with Goals and Policies of the Comprehensive Plan

Highlights from among the goals and polices of the 2030 Comprehensive Plan are included below followed by ways in which this project aligns with, encourages, or fulfills goals, policies, and actions of the Comprehensive Plan.

¹ As defined by the Institute of Transportation Engineers, a trip is one arrival or departure of a vehicle, so 36 trips for an event would mean 18 vehicles came to the event and then left. Vehicle occupancy is higher for event traffic so that an attendance of 50 people could mean 15 to 20 vehicles while store traffic would be expected to be individual customers.



Letter of Intent

Farm Store/Events - Conditional Use Permit Owner: K & L Farm Properties, LLC McIntyre Farms Agent: Ben McIntyre 17995 Lewis Lane, Caldwell Idaho 83607

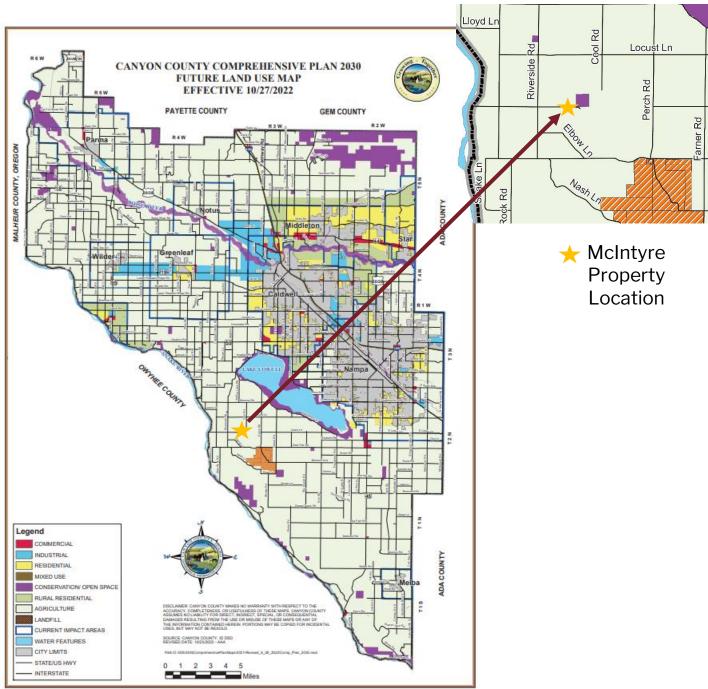


Figure 6 Canyon County Comprehensive Plan Map, with Location and Vicinity Context.



Letter of Intent

Farm Store/Events - Conditional Use Permit Owner: K & L Farm Properties, LLC McIntyre Farms Agent: Ben McIntyre 17995 Lewis Lane, Caldwell Idaho 83607

- "G3.03.00 Develop and work with organizations on improving tourism in the County."
 - Canyon County has worked with Destination Caldwell in promotion of tourism in the County. McIntyre Farms has been a partner since the founding of Destination Caldwell.
- "P3.03.03 Identify opportunities for visitor services and attractions through agritourism to enhance and support the County's agricultural heritage."
 - McIntyre Farm's national attention for farming practices and consistent presence in Caldwell and Canyon County align well with this policy.
- "G3.04.00 Increase Agricultural-based and supportive businesses."
 - The presence of an excellent, generationally anchored businesses like McIntyre Farms is a bulwark of this plan goal.
- "P3.04.01 Build Canyon County as the premier location for agricultural-based businesses of all sizes"
 - McIntyre Farm's attention on the regional and national stage related to cutting edge farming
 practices and agritourism are a huge boost to Canyon County's ag-business scene. Their
 presence and that of other agricultural event businesses encourage growth in this sector in
 Canyon County. Further, they bring awareness, enjoyment, and appreciation of the public at large.
- "P4.01.01 Maintain a balance between residential growth and agriculture that protects rural character."
 - This project builds appreciation and widely accepted value for agricultural businesses as part of our long-term community character.
- "G4.05.00 Support a diversity of agricultural uses to sustain the agricultural and agriculturally related economy."
- "P4.05.01 Promote future development and land-use decisions that do not create hardship for farmers and agricultural operators"
 - Promoting a project such as this allows for fulfillment of Goal G4.05.00 in economy and even the variety that has come to be a part of the McIntyres outstanding farming practices (like using animals to fertilize and condition the soil for pasture and crops, farm stores that promote appreciation for agriculture and provide fresh product sources directly to the County-wide community, etc.). Policy P4.05.01 is referenced here in terms of this conditional use permit application that will confirm the ability to generate, package, and sell farm products an essential opportunity for promoting our agricultural economy and limiting hardships on our agricultural sector.
 - o Confirming the opportunity for the farm store and events associated with this application anchors the farm as a critical facet of our community landscape and ensures its future.
- "G5.04.00 Protect and improve soil health to sustain and promote plant, animal, and human health."
 - Our observations of McIntyre Farms farming practices show sustainable innovations that foster animal health, soil health and sustainable productivity, and production of healthy food for the Canyon County community and beyond. These practices also protect against erosion and soil loss, supporting Policy P5.04.02.
- "G9.02.00 Expand outdoor recreation offerings and access in Canyon County"
 - Recreation and outdoor activities have ubiquitously been associated with improved well being and mental health. Agritourism opportunities like tours and farm to fork events occur right on the farm



Letter of Intent

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and in McIntyre's case, right in the McIntyre Pastures. These are wonderful opportunities for fun and recreation that would continue to be supported by an approval of this application.

- "G12.01.00 Protect agricultural lands for long-term agricultural production..."
 - The innovation that has allowed operations like McIntyre Farms to be a multi-generational business, blooming and prospering, should be protected, allowed, and facilitated. This may be one of the best ways to preserve agricultural uses in the long term. Further, farms creating publicly desired agritourism opportunities, whole food sourcing, and recreational opportunities may be one of the best ways to create public support for protecting our agricultural resources.
- "G12.05.00 Support the promotion of the significance of agriculture through educational initiatives."
 - This is an apt goal for protecting agricultural uses because it creates public buy-in. We believe
 this application promotes hands on education, exposure, and public buy-in in fulfillment of this
 goal.

Neighborhood Meeting

A neighborhood meeting was held on the 28th of November, 2023 at the McIntyre Farm store. This meeting was attended by several neighbors. The sign-up sheet is included in the application package. The neighbors' reception of the project was positive. The store is already in operation, and several of the neighbors are customers. The McIntyre's desire to bring their operation into compliance with county code and become eligible for a sign permit for the store and issuance of an official address for the store building.

Neighborhood meeting attendees were provided an opportunity to sign a petition of support if they wished. All attendees signed the petition in support.

No concerns were expressed.

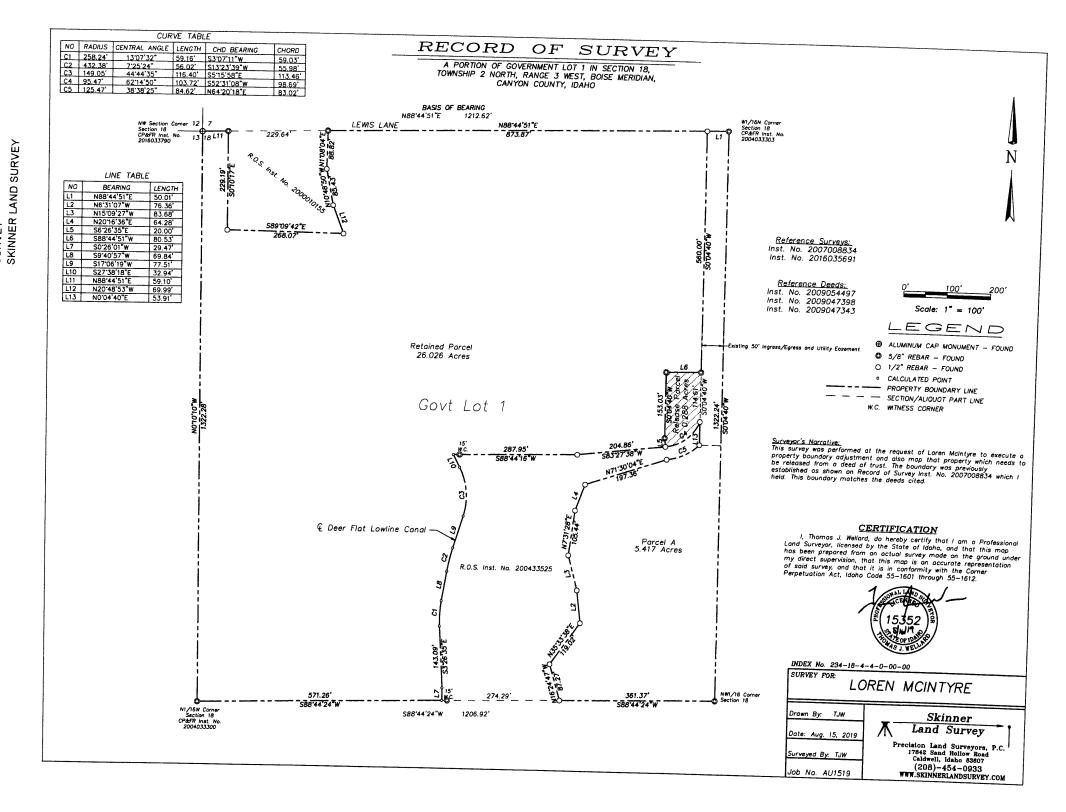
Thank you for your consideration of our application. Please let us know if you have further questions.

Respectfully,

Brent L. Orton, PE Orton Engineering, LLC 2019-039839 ORDED

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Operations Plan

Farm Store/Events - Conditional Use Permit
Owner: K & L Farm Properties, LLC
McIntyre Farms Agent: Ben McIntyre
17995 Lewis Lane,
Caldwell Idaho 83607

Exhibit A4

March 14, 2024

Subject: Operations Plan for Conditional Use Application for Agritourism Special Event Venue



Figure 1 - Aerial View of McIntyre Pastures Farm Store

Description of Operations

McIntyre Farms is a multi-generational family farm in Canyon County.

"We are McIntyre Pastures. Our family has been farming since 1910 in the Marsing/Caldwell area. Our dad/grandpa raised hogs, had a small dairy, watermelons, seed crops, and more. Eventually due to a death in the family, rising interest rates and other factors, we got heavily into forage farming and custom haying. But about 15 years ago that all started changing when we started our pursuit of no-till farming. Our dad's favorite implement, the plow, was replaced by the no till drill, we planted cover crops, and started using our cattle to graze the refuse. We added poultry and pigs, pasture grasses, grow cover crop seeds and forage, and direct sell eggs, pork, beef, chicken, duck, turkey and more directly to the public." (McIntyre Pastures Facebook Page, 18 Dec 2023)





McIntyre Pastures

Farm Store/Events - Conditional Use Permit
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McIntyre Farms Agent: Ben McIntyre
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Figure 2 McIntyre Family Team

McIntyre Pastures sells their products through home delivery, several pickup locations throughout the Treasure Valley and a farm store that is open six days a week. The McIntyre's store sells eggs, meat, and produce, as well as cooperative produce and dairy from other farms. The McIntyre's store operates from 8 a.m. to 5 p.m. Monday – Saturday, with occasional extended hours for agritourism, classes and special events. Recent classes that have been held at their farm include sausage making, soap making, lard rendering, making bone broth, and more. The McIntyre Farm has also become a desired location for occasional Farm-to-Fork dinners as part of agritourism. These dinners are held in the pasture near the farm store.

Time Requirements

Each member of the McIntyre Family team gives full time efforts to their role at the farm, such as planting, harvesting, grinding grain, loading hay, caring for animals, egg preparation, teaching and preparing for classes, delivery of farm goods, farmer's markets and running farm operations.

Specific to the store, there are two full-time employees that run the farm store.







Parm Store/Events - Conditional Use Permit
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Employees park behind the store. Customer parking is available in front of the store and can be expanded into the pasture for tours and events. The delivery rig parks in front of the freezers to the west of the store.

Commencement of the Operation

Operations are currently in action and the conditional use permit would allow the operations to continue and expand with the approval of Canyon County Development Services. McIntyre Farms is a multi-generational family farm in Canyon County that began in 1909. About 15 years ago changes were made to the farm to pursuit of no-till farming and regenerative farming practices and pasture raised animals. McIntyre Pastures has been selling their products directly from the farm, at farmer's markets and at pickup locations from their refrigerated truck.

The McIntyre Pastures' Farm Store was built in 2021 to create a designated place for egg washing and preparation, freezers to store meat for sell, and a storefront for selling farm products. It also is the location for agritourism events and classes held on average 1 to 4 times a month.

Hours of Operation

McIntyre Farms is open six days a week. Monday – Friday from 9:00 am to 5:00 pm, and Saturday from 9am – 3pm.

Noise Levels

The noise generated by the store and its freezer fans is less than the already existing noise produced by current farm operations. During farm-to-fork events, there is an increase in traffic and noise to the area, but parking is sufficient, and events conclude before 10 p.m. Agri-tours and farm-to-fork events typically attract around 50 people (an estimated 15 to 20 vehicles).

Dust Levels

Dust levels are considerably less than a typical farm because of the innovative farming practices which the McIntyres use and are renowned for (no-till drilling, cover crops, etc.). The store parking lot is paved asphalt which reduces dust from traffic, and additional parking is on gravel parking area or on grass pasture.

Air & Water Quality

Mobile Chicken tractors are used to for rotational grazing of pasture, which reduces the buildup of chicken waste. Chicken manure from the winter shelter is composted south of the chicken winter





McIntyre Pastures EST 1910

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home. Residential Well Water is piped to the store and chicken shelters. The store septic area and animal composting areas are much further than 100' from any well.



Figure 3 McIntyre Pastures Chicken Tractors Conditioning Soil in Cow Pasture

Raw Material Delivery

Most materials and products sold are generated on site. Incoming deliveries to the farm are incidental. Shipments from the farm are picked up and delivered by the McIntyre farm truck. The farm truck is equipped with a refrigeration unit to protect the meat and food products.



Figure 4: Refrigerated Delivery Truck and Store Refrigeration

Currently, no semis are involved in outgoing shipments from the store (Note that the McIntyre Farms Hay operation routinely employs the use of semis for hay collection and delivery, although not a part of this application).

All perishable food products are stored in Farm Store Refrigeration units or Large Walk-in Freezer.



Operations Plan

McIntyre Pastures

Farm Store/Events - Conditional Use Permit
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Finished Product & Marketing

All eggs are thoroughly washed, inspected and packaged on site.





Figure 5 Egg Packaging Operation and Egg & Meat Labels

All meat is processed and packaged in partnership with USDA approved butchers to meet USDA's Food Safety and Inspection Services Standard for resell. McIntyre Pastures also partners with neighboring farms to sale farm products at their store. All farm products are labeled clearly, identifying the product ingredients, the farm they are produced by and other important information.

Marketing is led by Maria McIntyre and includes the McIntyre Pastures website: https://mcintyrefamilyfarms.com/, newsletter, Facebook page, Instagram and YouTube channel.

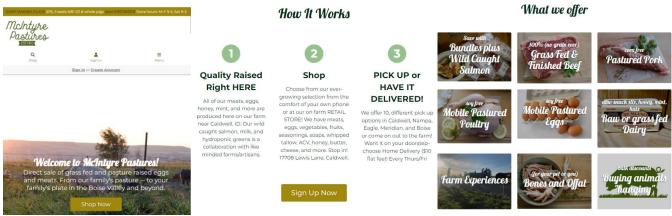


Figure 6: McIntyre Pastures Website





McIntyre Pastures EST 1910

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Caldwell Idaho 83607

McIntyre Farms has also been featured in several articles and Treasure Valley promotionals including <u>BoiseDev</u>: <u>Caldwell farm bringing meat, fresh produce to the Treasure Valley since 1910</u>, Feb. 3, 2024, and Destination Caldwell (see Figure 7 below)



Figure 7 Excerpt from Destination Caldwell Webpage Featuring McIntyre Pastures Farm Store and Wholistic Farming Practices (https://www.destinationcaldwell.com/idaho-fresh/, Accessed 14Feb2024)

Site Improvements

McIntyre Farms is constantly improving their site. As part of their building permit for the farm store, they installed SWDH septic, brought in power, and extended water lines. They have installed freezer units and grain storage. They have paved the parking area and installed an approach with a permit and approval of the Highway district (included in this packet). Grain storage has been added for their chicken operation. Landscaping - including planting trees and installing grow boxes in front of the store have been added. The McIntyre Family team continue to look for ways to improve their site and their farm to meet their family and farm goals and needs.

Public and Private Facilities

All facilities are shown on the site plan for this application, including the farm store and egg packaging facility, chicken brooder, winter housing and mobile chicken tractors. The original McIntyre Farm Shop and Hay storage facilities are also shown.

Public Amenities

Parking is available onsite for store patrons. An ADA-accessible restroom facility is located within the McIntyre store as well as an accessible van parking stall and accessibility isle. Employee parking







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is in the south of the store. Additional overflow parking is available in the graveled area and pasture just south of the store. Parking is sufficient and farm-to-fork events typically attract around 50 people (an estimated 15 to 20 vehicles). Classroom space is available in the Farm Store behind the store front for hands-on educational offerings, and the pasture green space near the store is utilized for Farm to Fork dinners and events.

Utilities

The Farm Store facility is insulated and has power, A/C and heat. Water is available through a shared residential well. Drainage for parking is retained on site and drainage for the rest of the project is within the farm's historic drainage and irrigation return flow rights. Sewer is by an individual septic system that has been constructed and approved by Southwest District Health. The approved septic permit is included in the application packet. An ADA accessible bathroom is available in the Farm Store and for larger events on-site portable restrooms will be brought in.

Infrastructure

McIntyre Farms is accessed from Riverside Road via Lewis Lane and has no outlet current, and an outlet is not planned for future extension to the East, so there is limited impact to existing and future traffic patterns. Typically, there are 10-15 visitors per day. As mentioned earlier, events typically attract around 50 people. Orton Engineering believes these events would generate approximately 36 vehicle trips¹, generally occurring outside peak traffic hours (both event and store traffic).

Legal Access

McIntyre Farms received an approach permit for the proposed use on the 9th of February 2023 and placed a bond for construction improvements. A copy of the approach permit is included in the application package. The asphalt parking and driveway approach work was completed, approved by Nampa Highway District #1, and the bond has been released/returned.

Please let us know if you have further questions.

Respectfully,

Brent L. Orton, PE, Orton Engineering, LLC

¹ As defined by the Institute of Transportation Engineers, a trip is one arrival or departure of a vehicle, so 36 trips for an event would mean 18 vehicles came to the event and then left. Vehicle occupancy is higher for event traffic so that an attendance of 50 people could mean 15 to 20 vehicles while store traffic would be expected to be individual customers.

LAND USE WORKSHEET TO

Exhibit A5

PLEASE CHECK ALL THAT APPLY TO YOUR REQUEST:

1. DOMESTIC WATER:
How many Individual Domestic Wells are proposed? Existing Well Only, None New Proposed 2. SEWER (Wastewater)
2. SEWER (Wastewater) Individual Septic Centralized Sewer system N/A – Explain why this is not applicable: (Septic is approved and in service; Portable Toilets for Even 3. IRRIGATION WATER PROVIDED VIA: Surface Irrigation Well None 4. IF IRRIGATED, PROPOSED IRRIGATION: Gravity Gravity to Pressure System from Kuna Mora Canal
 □ N/A - Explain why this is not applicable: (Septic is approved and in service; Portable Toilets for Even 3. IRRIGATION WATER PROVIDED VIA: ✓ Surface □ Irrigation Well □ None 4. IF IRRIGATED, PROPOSED IRRIGATION: □ Pressurized ✓ Gravity Gravity to Pressure System from Kuna Mora Canal
3. IRRIGATION WATER PROVIDED VIA: ✓ Surface □ Irrigation Well □ None 4. IF IRRIGATED, PROPOSED IRRIGATION: □ Pressurized ✓ Gravity Gravity to Pressure System from Kuna Mora Canal
Surface
 4. IF IRRIGATED, PROPOSED IRRIGATION: □ Pressurized ✓ Gravity Gravity to Pressure System from Kuna Mora Canal
☐ Pressurized
•
5 ACCESS:
5. A00200.
6. INTERNAL ROADS:
Public
7. FENCING Fencing will be provided (Please show location on site plan)
Type: Existing Ag Fencing Height: 4 ft generally
8. STORMWATER: ☐ Retained on site ☐ Swales ☐ Ponds ☑ Borrow Ditches
☐ Other:
9. SOURCES OF SURFACE WATER ON OR NEARBY PROPERTY: (i.e. creeks, ditches, canals, lake)
Irrigation Only, Deerflat Lowline Canal bisects Subject Parcel, - no alteration needed

RESIDENTIAL USES
1. NUMBER OF LOTS REQUESTED: * N/A □ Residential □ Commercial □ Industrial □ Common □ Non-Buildable
2. FIRE SUPPRESSION: *Access Only - Approved by Fire District - Approval Checklist Included Water supply source: Well
3. INCLUDED IN YOUR PROPOSED PLAN? ☐ Sidewalks ☐ Curbs ☐ Gutters ☐ Street Lights ☑ None
NON-RESIDENTIAL USES
1. SPECIFIC USE: Agritourism Special Event Venue - Ag Operation Tours, Farm to Fork, Ag Product Sales
2. DAYS AND HOURS OF OPERATION:
Monday 9 am to 5 pm
Tuesday 9 am to 5 pm
Wednesday 9 am to 5 pm
Thursday 9 am to 5 pm
Friday 9 am to 5 pm
Saturday 9 am to 3 pm
□ Sunday Closed to
3. WILL YOU HAVE EMPLOYEES? ☑ Yes If so, how many? □ No 4. WILL YOU HAVE A SIGN? ☑ Yes □ No ☑ Lighted □ Non-Lighted
4. WILL YOU HAVE A SIGN? ✓ Yes □ No ☑ Lighted □ Non-Lighted Height: _~4 ft Width: _~20 ft. Height above ground: _~12 ft
What type of sign: Wall Freestanding Other *See Attached Page with Example:
5. PARKING AND LOADING: How many parking spaces? 21 (inc. unloading and employee parking) + Overflow Parking Spaces Is there is a loading or unloading area? Yes Yes
 12+ space in front of store, 1 ADA Van space with accessibility aisle 3 spaces for loading and unloading in front of Freezer 6 spaces for employees behind farm store Additional overflow parking on gravel area and pasture south of store as shown in the site plan for larger Farm Events.

ANIMAL CARE-RELATED USES				
1. MAXIMUM NUMBER OF ANIMALS: 2,400 chickens for winter housing in adjacent building				
2. HOW WILL ANIMALS BE HOUSED AT THE LOCATION? Pasture, Chicken Tract □ Building □ Kennel □ Individual Housing	ors,			
3. HOW DO YOU PROPOSE TO MITIGATE NOISE? ☑ Building ☐ Enclosure ☐ Barrier/Berm ☐ Bark Collars Chick Brooder, Mobile Chicken Tractors, and Winter Chicken Housing				
4. ANIMAL WASTE DISPOSAL ☐ Individual Domestic Septic System ☐ Animal Waste Only Septic System ☐ Other: Regenerative Agricultural Practices - Minimal to No Unused Wast	œ			

Proposed Signage - McIntyre Pastures

Exhibit A6

#1: Above Store Front Gable

- Estimated Size: 4' X 20'

o Example Sign shown below for visualization – Final sign design yet to be determined.



#2. Existing Road Sign

- Approximate Size: 3' x 5'



NEIGHBORHOOD MEETING INSTRUCTIONS

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

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



NEIGHBORHOOD MEETINGS

CANYON COUNTY ZONING ORDINANCE §07-01-15

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

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

Neighborhood Notification Map Parcel No. R30154 Buffer Distance 600 Feet

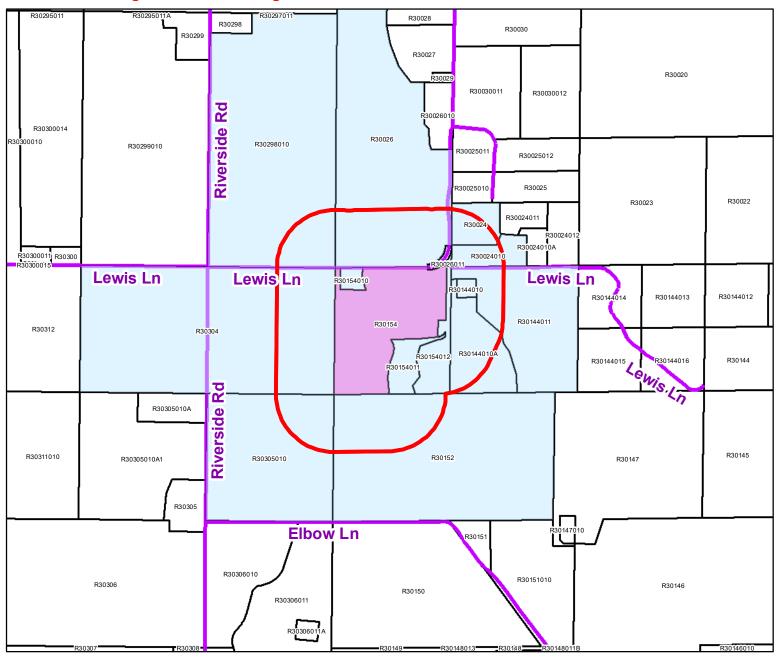
This map is for informational purposes only and does not suggest approval of the project.

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



Date: 5/4/2023 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.







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 act 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.

PARCEL_NO	OwnerName	Address	City	State
R30026011	K L FARM PROPERTIES LLC	10478 RIVERSIDE RD	CALDWELL	ID
R30304	FLOYD DENNIS E	9836 RIVERSIDE RD	CALDWELL	ID
R30144011	KANGAS SETH F	17625 LEWIS LN	CALDWELL	ID
R30024010	MILBURN CHANCE K	17660 LEWIS LN	CALDWELL	ID
R30305010	TEUNISSEN BERNARD J III	7406 WILD HORSE WAY	NAMPA	ID
R30144010	BARKER JACOB S	17759 LEWIS LN	CALDWELL	ID
R30154010	MCINTYRE BRADLEY	10420 CHICKEN DINNER RD	CALDWELL	ID
R30154012	ROWE FAMILY TRUST	17767 LEWIS LN	CALDWELL	ID
R30144010A	DIAZ ARTHUR	17765 LEWIS LN	CALDWELL	ID
R30026	K L FARM PROPERTIES LLC	10478 RIVERSIDE RD	CALDWELL	ID
R30154011	YOUNG NAEDEAN M	17773 LEWIS LN	CALDWELL	ID
R30152	71 FARMS LLC	10478 RIVERSIDE RD	CALDWELL	ID
R30154	K L FARM PROPERTIES LLC	10478 RIVERSIDE RD	CALDWELL	ID
R30298010	K L FARM PROPERTIES LLC	10478 RIVERSIDE RD	CALDWELL	ID
R30024	MILBURN ROSELYN KAY	17758 LEWIS LN	CALDWELL	ID

^{*} Letters sent to the following addresses regarding the McIntyre Farms CUP on Nov 13, 2023 by Certified Mail. Receipt attached on following page.
- T. Orton, Orton Engineering, LLC



CALDWELL. 823 ARTHUR ST

11/13/2023	0)275-	5///	03:53 PM
Product	Qty	Unit Price	Price
#10 envelope	1	\$2.19	\$2.19
First-Class Mails Letter Caldwell, ID 830 Weight: O lb 0.3 Estimated Delive Wed 11/15/20 Certified Mails Tracking #:	30 oz eny Car	te	\$4.35
	10 5270	1267 643	9 83 \$5.01
First-Class Mail® Letter Caldwell, ID 830 Weight: O 1b C.: Estimated Delivery	607 30 pz eny Dar	te	\$0.66
Wed 11/15/20 Centified Mail®	023		\$4.35

Estimated Delivery Date Wed 11/15/2023 \$4.35 Certified MailB Tracking #: 9589 0710 5270 1267 6445 91

Total

Grand Total: \$52.29

Debit Card Remit

Cand Name: MasterCand

Approval #: 287762 Transaction #: 445 Receipt #: 035634

Debit Card Purchase: \$52.29

AID: A0000000042203

AL: Debit PIN: Verified

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

Chip

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

000

NEIGHBORHOOD MEETING SIGN-UP

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

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



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

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

SITE INFORMATION					
Site Address: 17995 Lewis Lane, Caldwell	Parcel Number: R30154000 0				
City: Caldwell, Idaho, 83607	State: ID ZIP Code: 83607				
Notices Mailed Date: Nov 13, 2023	Number of Acres: 25.91 Current Zoning: Ag				
Description of the Pequest:					

Description of the Request: McIntyre Farms - Conditional Use Permit for Farm Store and Special Events

APPLICANT / REPRESENTATIVE INFORMATION						
Contact Name:	Brent Orton	(Representative)				
Company Name:	Orton Engineer	ring, LLC				
Current address:	17338 Sunnydale	Place				
City: Caldw	rell		State:	ID	ZIP Code:	83607
Phone: (20	8)350-9422		Cell:		Fax:	
Email: bren	torton@ortonengine	ers.com	farme	rben71@gmail.co	om	

MEETING INFORMATION				
DATE OF MEETING: Nov 28, 202	4	MEETING LOCATION:		ntyre Farm Store, 08 Lewis Lane, Caldwell 83607
MEETING START TIME: 6:00pm		MEETING END TIME:	7:00) pm
ATTENDEES: 12	•			
NAME (PLEASE PRINT)	SI	GNATURE:		ADDRESS:
* See Additional	She	eet		
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				



Sign-in Sheet – Neighborhood Meeting Special Events Venue at McIntyre Farms

17995 Lewis Lane Caldwell, Idaho, 83607 (208) 573-7030

28 November 2023

McIntyre Farms is in the process of applying for a Conditional Use Permit to Canyon County Development Services for a Special Events Venue at their farm. McIntyre Farms would like to be able to hold special events, farm to fork dinners, and resale other products in their Farm Store.

Please Sign-in.

Please sign in to allow us to illustrate attendance at the required neighborhood meeting to allow us to satisfy the requirements of Canyon County Code 07-10-27.

Name	Address	Phone Number
TRANT ORTON	17338 SANNYDATE PL, CARRILL	2083501422
Arthur Mary Diaz	17765 Lewis La Caldwell	(208)989-9547 (388-128
Dennis & Betty Floyd	9834 Riverside Rd Caldwell	208-459-9162
JAKE & ANGLICA	17765 BENIS CNCALAGE	ue 208-960-9915.
* The McIntyre Family w	as also in attendance at the Neigh	borhood Meeting.
Loren McIntyre		
Brad McIntyre		
Spencer McIntyre		
Maria McIntyre		
Ben McIntyre		
14		

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):
Brent L Orton, PE, MSCE, Orton Engineering, LLC
APPLICANT/REPRESENTATIVE (Signature):

DATE: 02/28/2024



AGENCY ACKNOWLEDGMENT

Date: 3/7/2024	
Applicant: McIntyre Farms	
Parcel Number: R3015400000 Site Address: 17995 Lewis	
1/975 Lawis	Lane, Caldwell, ID 83607
OFFICIAL USE ONLY BEL	LOW THIS LINE - ACKNOWLEDGMENT ACTION:
Southwest District Health: Applicant submitted/met for official	District Health Approval Docs Attached al review.
Date: 03/06/2024 Signed:	Anthony Lee Authorized Southwest District Health Representative
	Authorized Southwest District Health Representative (This signature does not guarantee project or permit approval)
Fire District:	District: Caldwell Rural
☐ Applicant submitted/met for officia	al review. Fire District Approval Attached
Date: 2/21/24 Signed:	Alon Reny
	Authorized Fire District Representative (This signature does not guarantee project or permit approval)
Highway District:	District: Nampa Highway District No. 1
Applicant submitted/met for officia	Il review. Nampa Highway District Conditions & Approval Attached
Date: 2-20-24 Signed:	Strait The
	Authorized Highway District Representative (This signature does not guarantee project or permit approval)
Irrigation District: ☐ Applicant submitted/met for officia	District: Wilder Irrigation District I review.
Date: Signed:	Signature on Following Page.
	Authorized Irrigation Representative (This signature does not guarantee project or permit approval)
Area of City Impact: Applicant submitted/met for official	City: (N/A) County Canyon County
Date: Signed:	
	Authorized AOCI Representative (This signature does not guarantee project or permit approval)
Received by Car	nyon County Development Services:
Date: Signed:	
	Canyon County Development Services Staff

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



AGENCY ACKNOWLEDGMENT

Date: 3/7/2024		
Applicant: McIntyre Farms		
Parcel Number: R3015400000		
Site Address: 17995 Lewis Lane,	Caldwell , ID 83607	
OFFICIAL USE ONLY BELOW TH	HS LINE - ACKNOWLEDGMENT ACTION:	
Southwest District Health; Applicant submitted/met for official review	District Health Approval Docs Attached	
Date: 03/06/2024 Signed.	Anthony Les	
	thorized Southwest Diefrict Health Representative is signature does not guarantee project or permit approval)	
Fire District:	District: Caldwell Rural	
☐ Applicant submitted/met for official review	Fire District Approval Attached	
Date: 2121/24 Signed: A	on Perry	
(Thi	Authorized Fire District Representative is signature does not guarantee project or permit approval)	
Highway District: Applicant submitted/met for official review	District: Nampa Highway District No. 1 Nampa Highway District Conditions & Approval Atta	
Date: 2-20-24 Signed: 5		ched
	Authorized Highway District Representative signature does not guarantee project or permit approval)	
Irrigation District: Applicant submitted/met for official review.	District: Wilder Injection	District
n . (
Date: 3 7 24 Signed:	Authorized Irrigation Representative	
(This	signature does not guarantee project or permit approval)	
Area of City Impact: Applicant submitted/met for official review.	City: (N/A) County	
Date: Signed		
(Thie	Authorized AOCI Representative signature does not guarantee project or permit approval)	
Received by Canvon Co	nunty Davelopment Services:	
Date: Signed:		
	von County Development Services Staff	ALERT REPORT

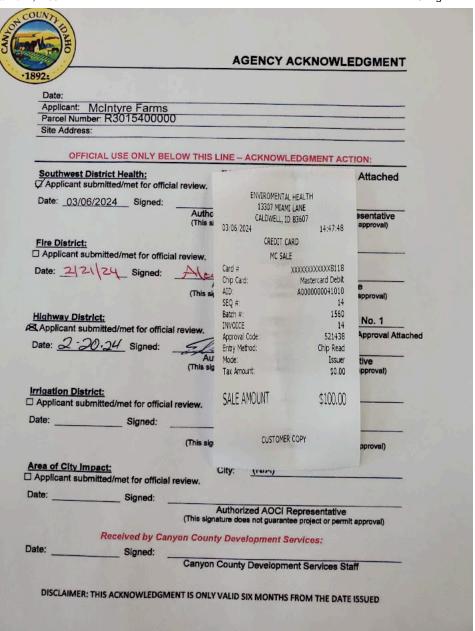
DISCLAIMER: THIS ACKNOWLEDGMENT IS ONLY VALID SIX MONTHS FROM THE DATE ISSUED

Parcel #: _R 30154 000	· · · · Acre	Only) es: 24.91	
Property Address: 17975 LEWIS LANE	: City CHOW	=24 Zip Code 8566	57
Legal Description: Township 2N Range JW Section 18		County CANYO	V
Subdivision: N/A	Lot	Block	
Applicants Name: (BEN METNITYRE) BRENT ORTON	J Email:	brentortonportone	engineers, co.
Mailing Address: 17338 Summy DALE P2	Phone #	2083509422	
City: CANOWELL State: ID	Zip Code: _	83607	***************************************
Applicant is: 🗆 Landowner 🗆 Contractor 🗖 Installer 🗷 Other 💆		Date: 6 Mar 2024	——————————————————————————————————————
Owners Name: MCINTYRE FARMS			
Mailing Address: Same as Prop	Phone #:	208 573 1778	
City: CALDWELL, FD State: ID			
The proposed use will be: Residential Commercial Is there an existing structure(s) on this parcel? Yes	al . □ No		* .
Is a Letter of Intended Use provided? Yes IN	O	€E ¥2	
	and Use Change		
Α	ner (See below d	escription of proposal)	
Number of lots on the parcel (if applicable): Number of lots on the parcel (if applicable):			
Property is located in: City Impact Zone	County County		
Is the proximity of the structure to city sewer or central wastewater co	ollection system	200 feet or less? ☐ Yes	D.No
Water supply: Private Well	□ Public	e Water System	
Description of proposal:		• •	¥ ÷
FARM TO FORK DINNERS & FARM AGTOURS CAB	HEE WINGUS	E PORTABLE TOTLETS)
FARM STORE.			• •
	4 4	, ,	
-12109			** ** *

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

1 1

FINAL/AS-BUILT - Subsurface Sewage Disposal SOUTHWEST DISTRICT HEALTH | Permit #: 005925 13307 Miami Lane Date Rcvd: 06/11/2022 Public Health Caldwell, Idaho 83607 Parcel #: R30154000 0 (208) 455-5300 Idaho Public Health Districts Applicant's Name: McIntyre Farms EHS: Anthony Lee Owners Name: Loren McIntyre Property Address: 17995 Lewis Ln, Caldwell ID 83607 Legal Description: Township: 2N Range: 3W Section: 18 (183000)System Type: Gravel (Yards): Gravel Drainfield 14.89 System Mfg: Sand (Yards): 05/27/2022 Ben McIntyre N/A N/A 17995 Lewis Ln Homeowner (208) 573-1778 Permit: #005925 Septic/ Trash Tank (Gal): Installation Depth (Inches): 1000 48 Tank 43 5162188N OSG Septic/ Trash Tank Mfr: Date Installed: -116.7504108W 1000 Gallons DF 43.5161206N OSG 05-27-2022 14 89 yrds of gravel -116 7503984W 18" cover over tank 48" depth of system Depth to Tank Lid (inches): Rock Under Pipe (Inches): 6" to 8" gravel under pipe 402 square feet 18 6-8 Standpipe/ Riser (inches): Riser Longitude: N/A -116.7504108W Pump Tank (gallons): Riser Latitude: Replacement Area N/A43.5162188N Well 0 Pump Tank (Mfg): 100 + to DF Well Installed Yes N/A $50 \pm$ Distance to Tank Ft): Drainfield Width (Ft): A to C - 49" Distance to 8 to C - 33'10" $100 \pm$ Drainfield (Ft): Drainfield Length (Ft): 67 Valve: Yes VNo Shop Drainfield Area Installed (Sq. Ft.): Dist-Box: Yes VNo 402 Drop-Box: Yes ✓ No Effective Area (Sq. Ft.): 402 All plans, specifications, and conditions contained in the Technical Allowance Granted: approved permit application are hereby incorporated into and Yes ✓ No may be enforceable as part of the permit. Comments: Installer Name: Ben McIntyre Signature: Unavailable Installer Number: (208) 573 - 1778Date: 06/11/2022 By signing above, I certify that all answers and statements on this Final As-built are true and complete to the best of my knowledge. OFFICIAL USE ONLY Digitally signed by Anthony Lee Anthony Lee Date: 2022.06.11 14:49:19 As-Built provided by EHS EHS Final Inspection Signature As-Built provided by Installer 035 06/11/2022 EHS Code Date



3/6/2024: Orton Engineering met with Anthony Lee at South West District Health for a Pre-Development Meeting on the McIntyre Farm Conditional Use Permit. \$100 fee paid (see receipt above)

For Farm to Fork tour events, a recommendation was made to follow the Technical Guidance Manual - 2024, 4.18, Table 4-16 on the number of Portable Sanitation Units to provide for the event. (See the highlighted section below)

4.18Portable Sanitation Units

Revision: March 20, 2015

Installer registration permit: Not applicable Licensed professional engineer required: No

4.18.1 Description

Portable sanitation units are prefabricated, portable, self-contained toilets that may be housed in trailers or as stand-alone units used for special or temporary events, construction sites, parks, and other events or locations with restroom needs.

4.18.2 Approval Conditions

- 1. Permanent sewage disposal facilities are not available.
- 2. All units must be serviced by a pumper with equipment that is permitted through a health district under IDAPA 58.01.03.
- 3. Units must be manufactured to meet the most current version of ANSI standard Z4.3.
- 4. Chemicals and biologicals, if used in the waste container, must be compatible with the final disposal site. Chemicals considered hazardous wastes must not be used.
- 5. Toilets must contain an adequate supply of toilet paper and hand sanitizer (potable water hand-washing stations may be supplied instead of hand sanitizer).

4.18.3 Units Required

- 1. Table 4-14 and Table 4-15 provide work site requirements.
- 2. Table 4-16 provides special event requirements.
- 3. Campouts and overnight event requirements are at least 1 unit for every 50 participants.
- 4. The following should be taken into consideration when selecting the number of units for an event:
 - a. If the units are serving an event with food and beverage service 10%–20% more units should be added to the recommended totals in Table 4-15.
 - b. Traffic flow.
 - c. Outside temperature (i.e., on warmer days attendees will take in more liquids).
 - d. Special needs (e.g., changing tables, children use, handicapped accessibility).
 - e. Urinals may be substituted for one-third of the total units specified if facilities will not serve women.

Table 4-14. Portable units required per number of employees if the units are serviced once per week.

Total Number of Employees	Minimum Number of Units (8-hour days/40-hour week)
1–10	1
11–20	2
21–30	3
31–40	4
Over 40	1 additional unit for each 10 additional employees.

Table 4-15. Portable units required per number of employees if the units are serviced more than once per week.

Total Number of Employees	Minimum Number of Units (8-hour days/40-hour week)
1–15	1
16–35	2
36–55	3
56–75	4
76-95	5
Over 95	1 additional unit for each 20 additional employees.

Table 4-16. Portable unit requirements for number of people per event hours based on a 50/50 mix of men and women.

Number of				Numbei	r of Hou	rs for th	e Event	:		
People	1	2	3	4	5	6	7	8	9	10
0–500	2	4	4	5	6	7	9	9	10	12
501–1,000	4	6	8	8	9	9	11	12	13	13
1,001–2,000	5	6	9	12	14	16	18	20	23	25
2,001–3,000	6	9	12	16	20	24	26	30	34	38
3,001–4,000	8	13	16	22	25	30	35	40	45	50
4,001–5,000	12	15	20	25	31	38	44	50	56	63
5,001-10,000	15	25	38	50	63	75	88	100	113	125
10,000–15,000	20	38	56	75	94	113	131	150	169	188
·										

Number of		Number of Hours for the Event								
People	1	2	3	4	5	6	7	8	9	10
15,000–20,000	25	50	75	100	125	150	175	200	225	250
20,000-25,000	38	69	99	130	160	191	221	252	282	313
25,000–30,000	46	82	119	156	192	229	266	302	339	376
30,000-35,000	53	96	139	181	224	267	310	352	395	438
35,000–40,000	61	109	158	207	256	305	354	403	452	501
40,000–45,000	68	123	178	233	288	343	398	453	508	563
45,000–50,000	76	137	198	259	320	381	442	503	564	626

4.18.4 Service Requirements

- 1. Work site units should be serviced weekly.
- 2. Special events with more than 500 people in attendance should have a service attendant on site during the event.
- 3. The employer, event promoter, or manager must be responsible for the hygiene and use of each portable sanitation unit.
- 4. Units should be serviced and removed from a site as soon as possible after the completion of an event.
- 5. All equipment used to pump or transport sewage from a portable sanitation unit must be permitted by an Idaho health district under the requirements of IDAPA 58.01.03.
- 6. All sewage removed from a portable sanitation unit must be disposed of at a location approved by the health district or DEQ through the pumper's permit application.

How safe is your business? Find out by taking this quick survey.

	Y	Are fire extinguishers up to date? (Should have a date stamped that is less than a year old)
	Y	Are fire extinguishers mounted properly and free of obstructions? (Should be between 4 and 60" from floor and nothing within a 36" radius of the extinguisher)
NA		Is the hood system inspected and up to date? (Required to be inspected twice a year - date tag should be less than 6 month old)
N/A		Are sprinkler heads free from obstruction? (Storage should not to be within 18" of the head and nothing hanging from the head)
N/R		Are fire doors properly working and free from obstruction? (They are not permitted to be propped open by wedges or any other temporary device)
NA		Are rolling fire door/shutters tested annually? (They are required to be drop tested once a year)
	Y	Do you have an adequate number of fire extinguishers? (They should be placed so travel distance does not exceed 75 feet or where there is a significant hazardous area to protect such as kitchens)
	Y	Are exit doors clearly marked, illuminated and free from obstruction? (They are required to be identified with signs that are internally or externally illuminated)
	y	Are all exit doors unlocked?
	y	Are all exits well lit?
	y	Are all electrical plates and outlets free from exposed wiring? (Cover plates are required, no open junction boxes are permitted)
	Y	Are extension cords used properly? (They are for temporary purposes and not used as a substitution for permanent wiring)
	Y	Are electrical panels kept clear at least 36 inches from storage?
NA	V. ->	Are gas cylinders secured to prevent tipping?
	Y	And ways and storage spaces free of accumulated rubbish?
	Y	Is storage keeping the ceiling?
	Y	Is your address property (2 1/2 inch height minimum)
N/A		Are fire lanes clearly posses and marked?
	y	Are combustibles kept a safe distance from any heat source? (Minimum of 36 inches)
	Y	Are flammable liquids properly used and stored? (Must be stored in an approved cabinet)
	Y	Are employees trained in fire safety and able to use a fire extinguisher?
	Y	Are fire drills conducted frequently?
	Y	Are employees aware of the location of fire extinguishers and exit doors?

	Y	Are safety issues enforced at all times? (Do you have a written policy)
	Y	Do you have a Fire Safety Plan?
	Y	Are employees trained in this plan?
NA		Are hazardous materials properly labeled?
NJA		Are hazardous materials properly stored and disposed of?
NA	The same of the sa	Is propane used and stored properly?
NA		Do you have current MSDS (Material Safety Data Sheets) on site for hazardous materials?
	Every	"yes" response indicates a positive, fire-safety situation, but a "no" response indicates a potential fire I that needs to be corrected. If you have any questions, please call the Fire Prevention Bureau of the
	ME	arsing Fire Department
		Jerry mayer ChiEF

Brent L. Orton, PE, MSCE

Orton Engineering

Phone: (208)350-9422

Email: brentorton@ortonengineers.com

Web: www.ortonengineers.com



From: Alan Perry <aperry@cityofcaldwell.org> Sent: Wednesday, February 21, 2024 8:25 AM

Subject: RE: McIntyre Pastures Conditional Use Permit - Agency Acknowledgment

From: brentorton@ortonengineers.com
 brentorton@ortonengineers.com>

Sent: Tuesday, February 20, 2024 3:43 PM **To:** Alan Perry aperry@cityofcaldwell.org

Subject: McIntyre Pastures Conditional Use Permit

Good afternoon Alan!!

You helped the McIntyres previously, but I think we will need to get your signature on the agency acknowledgment. They are technically out of compliance with current county code, but nothing is intended to change about their operation. I'm not sure if they talked with you about more than the building previously, but I'm including the draft letter of intent that will be included, once completed, with the application to the County. It explains the uses including the egg packaging, farm store, and occasional farm tours and farm to fork dinners in the pasture.

Hope you're doing great! Thanks for all your help!

[Quoted text hidden]

2 attachments



img20240221_08240391.pdf

McIntyre Pastures Canyon County Conditional-Use-Permit Draft Letter of Intent.pdf 1320K

Ch # 12972 \$ 10,000 Deposition

APPROACH PERMIT

NHD-002 Rev Mar 2013 Page 1 of 2

Exhibit A7.3

SECTION 1 - APPLICANT/PERMITTEE INFORMATION (TO BE COMPLETED BY APPLICANT/PERMITTEE)

Provisions, and the Plans of APPLICANT/PERMITTER INCLUSIVE ROAD NAME: Lewis	IDE B. IDE B. IDE B. IDE BETWEE	SHOWATURE OF APPLICANT/PER SHOWATURE OF APPLICANT/PER DATE PHONE (CELL NUMBER PREFER N PINSES 103 P.D. FIRST CROSS STREET	RED) RED) RED) SECOND CROSS STREET
SIDE OF ROAD: North			CIRCLE DRIVEWAY:
™ South	Use of existing	☐ Commerical ☐ Field/Agriculture	□ Yes ■ No
☐ East ☐ West	Upgrade of existing	☐ Field/Agriculture	
ROAD NO. BEY ROAD NO. BEY ROAD CLASSIFICATION: Arterial Collector Other Cocol PAYMENTS MADE:	SUB DIV. NO CULVERT(S) REQUIRED: Yes, 12" dia x 30' long Resident Yes, 12' dia x 40' long Comme No culvert(s) required SPECIAL PROVISIONS:	This Permit construction provisions of Chapter 22 h	until, or unless, the of Idaho Code Title 55, ave been complied with. NE PRIOR TO EXCAVATION 1 (800) 342-1585
\$400.00 Deposit APPROACH REQUIRED TO BE PAVED? Yes \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Subject to all terms, conditions a permission is hereby granted to SIGNATURE – AIGHWAY DISTRICT OFF	nd provisions shown on thi perform the work as descri	bed. 19/2023 DATE
S400.00 Deposit O,000 Deposit APPROACH REQUIRED TO BE PAVED? P Yes No A COPY OF	Subject to all terms, conditions a permission is hereby granted to SIGNATURE - MIGHWAY DISTRICT OFF	nd provisions shown on this perform the work as descri	30154000. is form, or attachments, bed. /1/2023 DATE
S400.00 Deposit IN 10,000 Deposit APPROACH REQUIRED TO BE PAVED? A COPY OF SECTION III — FINAL APPROACH SECTION III — FINAL APPROACH TO BE SECTION III — FINAL APPROACH	Subject to all terms, conditions a permission is hereby granted to SIGNATURE - MIGHWAY DISTRICT OFF	ad, Arwi And And And Provisions shown on this perform the work as described. 2 CIAL AT WORK SITE DURING CO	30154000. is form, or attachments, bed. 19/2023 DATE DISTRUCTION

This Permit expires sixty (60) days from issue date. Permittee must complete work and call for final inspection at (208) 467-6576 prior to Permit expiration, or forfeit fee and deposit.

FINAL APPROVAL GRANTED BY:

SIGNATURE - HIGHWAY DISTRICT OFFICIAL

DATE

DATE

12972

MCINTYRE FARMS INC

10478 RIVERSIDE RD CALDWELL, ID 83607 **US BANK**

9 FEB. 2023

PAY TO THE NAMPA Huy. #2 ORDER OF NAMPA Huy. #2 The Hund She Lohn File de 16th Than

DOLLARS

MEMO PERMIT FEE'S + BOULD

11ªO 1 297 211º



McIntyre Pastures Conditional Use Permit - Agency Acknowledgment

6 messages

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

Tue, Feb 20, 2024 at 3:39 PM

To: eddy@nampahighway1.com Cc: paige@nampahighway1.com

Good afternoon Eddy!!

Thanks so much for your help today (and all your help to the McIntyres in the past).

Here is the agency acknowledgment form.

I'm also including the draft letter of intent that will be included in the application when it's finished.

Thanks so much!!

Brent

Brent L. Orton, PE, MSCE

Orton Engineering

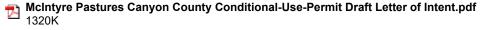
Phone: (208)350-9422

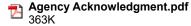
Email: brentorton@ortonengineers.com

Web: www.ortonengineers.com



2 attachments







McIntyre Farms CUP Application- Agency Acknowlegement

Brent Orton brentorton@ortonengineers.com To: wilderirrigation10@gmail.com

Thu, Mar 7, 2024 at 2:54 PM

Hello at Wilder Irrigation,

Exhibit A7.4

Orton Engineering is assisting McIntyre Farms in pursuing a conditional use permit to be able to hold Farm to Fork events and to sell farm products at their farm store on their property. Attached is a Letter of Intent that shares more information about their project in detail. We do not foresee any impact or change to their irrigation needs or impact from what they have been historically on their farm. We just need to get an agency acknowledgment form signed by Wilder Irrigation forthr Canyon County Development services requirements for a Conditional Use Permit. Please let us know if you have any questions or concerns or other processes we need to pursue to meet your needs.

Thanks!

Brent Orton

2 attachments



McIntyre Pastures Canyon County Conditional-Use-Permit Draft Letter of Intent.pdf







AG EXEMPT ZONING COMPLIANCE APPLICATION Exhibit A7.5

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605 www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633

	OWNER NAME: LORSAY	MICTATIVEE			
MAILING ADDRESS: 106/78 RIVEROPE ED, CITY/ZIP: CADDLE			=DUC= X3607		
Callera	PHONE: 208-573-17	178 EMAIL: MLINTYREFORM	1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-		
(ACENT)		TITTEL CONTRACTOR LICENSE#			
ASCHITECT	COMPANY NAME:				
ENGLASER BULDER	MAILING ADDRESS:	CITY/ZIP:			
	PECNE	EMAIL:			
SITELAFO	STREET ADDRESS: 17995	LEWIS LA CITY/ZIP: CHU	Will 83600		
	PARCEL#:30/54000 0	LOT SIZE/AREA: 25,91 FLOO	DZONE (YES/NO))		
	STRUCT	URE INFORMATION			
	ION TYPE (I.E. POLE BUILDING,	DESCRIBE USE	TOTAL SQUARE FEET		
POTE	RAME CONST. ETC)	STORAGE	4,000		
4001	2014 CUILDING		VALUE		
			\$ 60,000.00		
DSF. AUTION: ACRICULTURAL BUILDING (06-01-07) A structure designed and constructed to house farm animals, implements, hay, grain policy, investical, or other horticultural products on agriculturally zoned land which agriculturally zoned shall consist of at least a single parcel of land more than five (5) acres in size, exclusive of any public right-of-way. This structure shall not be a place of such an additation or a place of employment where agricultural products are processed, treated, packaged or sold, nor shall it be a place used by the public. Notwithstanding this definition, the director or director's designee has the discretion to determine that an agricultural public by a proposed to be located on agriculturally zoned land of less acreage than provided herein, qualifies for land on this definition.					
By a goling this confined at 1, the owner, represent that this structure will be used only as an Agricultural Building as defined above. I understand that any future use of the structure not related to agriculture is a violation of the Canyon County Building Code Ordinance and code enforcement action will result is so agree to additional future inspections to verify that the structure is only used as defined and permitted. Date: 9 Jacy 201					
Applicant Signa	an application for this permit. Applicant/Bu	affirms that he/she is an appointed representational and hold had also and agents against all liability related to signiful and both and both and both and both and agents.	rmless Canyon County, its elected		
CASENUMSE	2CA2021.0057				
		hard a first transfer to the first transfer transfer to the first transfer transfe	20.2021		

Page Left Blank - Orton Engineering to Insert Deed Here Instrument No. 2009054497

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

IDAHO ESTATE PLANNING 1155 E. WINDING CREEK DRIVE EAGLE, IDAHO 83616 (208) 939-7658

SEND TAX STATEMENTS TO: LOREN AND KATHY MCINTYRE 17767 LEWIS LANE CALDWELL, ID 83607 RECORDER

2009 OCT 27 AM 11 09

WILLIAM II. HURST CANYON CATT RECORDER

(SPACE ABOVE LINE FOR RECORDER'S USE)

PEQUED STATE STATE PORTE

QUITCLAIM DEED

KATHY S. McIntyre, a married woman, Grantor, 17767 Lewis Lane, Caldwell, Canyon County, Idaho, hereby quitclaim to **K & L Farm Properties, LLC,** Grantees, 17767 Lewis Lane, Caldwell, Idaho, all of their right, title and interest in and to that certain real property, a tract of land in Canyon County, Idaho, described on Exhibit A attached hereto.

Witness the hand of said Grantor this day of A., 2009.

Correction Deed for Instrument No. 2009047398

KATHY SIMCINTYRE. Granton

) s	SS.
COUNTY OF CANYON)	
On this day of July, 2009 and for said State, personally appeared KATHY S. to or identified by me to be the persons who execute to me that they executed the same.	
IN WITNESS WHEREOF, I have hereu the day and year in this certificate first above write	nto set my name and affixed my official seal ten.
Verginia Opdina - Ortez	
Notary Public Residing at	VIRGINIA GODINA-ORTIZ NOTARY PUBLIC STATE OF IDAHO

STATE OF IDAHO

Exhibit A

This parcel is a portion of Government Lot 1 of Section 18, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northwest corner of said Government Lot 1; thence

North 88° 44' 42" East along the North boundary of said Government Lot 1 a distance of 59.10 feet; thence South 00° 10' 18" East parallel with the West boundary of said Government Lot 1 a distance of 229.11 feet (of record 229.13 feet); thence

South 89° 09' 42" East a distance of 268.07 (of record 268.08 feet) to a point on the Westerly top of bank of the Deer Flat Low Line Canal; thence traversing said top of bank as follows:

North 20° 48' 53" West a distance of 69.99 feet;

North 10° 48' 50" West a distance of 85.43 feet;

North 01° 08' 04" East a distance of 88.75 feet to a point on the North boundary of said

Government Lot 1; thence

North 88° 44' 42" East along said North boundary a distance of 923.90 feet to the Northeast corner of said Government Lot 1; thence

South 00° 04' 53" West along the East boundary of said Government Lot 1 a distance of 1322.20 feet to the Southeast corner of said Government Lot 1; thence

South 88° 44' 16" West along the South boundary of said Government Lot 1 a distance of 361.30 feet; thence

North 16° 24' 47" West a distance of 87.27 feet; thence

North 35° 33' 38" East a distance of 119.02 feet; thence

North 06° 31' 07" West a distance of 76.36 feet; thence

North 15° 09' 27" West a distance of 83.68 feet; thence

North 07° 31' 28" East a distance of 105.44 feet; thence

North 20° 16' 36" East a distance of 64.28 feet; thence

North 71° 30' 04" East a distance of 197.36 feet; thence

Along a non-tangential curve to the left having a central angle of 38° 36' 50", a radius of 125.47 feet, an arc length of 84.56 feet and a long chord which bears North 64° 21' 04" East a distance of 82.97 feet to a point which lies 728.53 feet South of and 50.01 feet South 88° 44' 16" West of the Northeast corner of said Government Lot 1; thence

North 00° 04' 53" East parallel with the East boundary of said Government Lot 1 a distance of 53.86 feet; thence

Along a curve to the right having a central angle of 62° 11' 27", a radius of 95.74 feet, an arc length of 103.63 feet and a long chord which bears South 52° 32' 54" West a distance of 98.61 feet; thence

South 83° 27' 38" West a distance of 204.86 feet; thence

South 88° 44' 16" West a distance of 287.95 feet to a point on the centerline of the Deer Flat Low Line Canal as it now exists; thence traversing said centerline as follows:

South 27° 38' 18" East a distance of 32.94 feet;

Along a curve to the right having a central angle of 44° 44' 39", a radius of 149.05 feet, an arc length of 116.40 feet and a long chord which bears South 05° 15' 58" East a distance of 113.46 feet;

South 17° 06' 21" West a distance of 77.51 feet;

Along a curve to the left having a central angle of 07° 25' 25", a radius of 432.38 feet, an arc length of 56.02 feet and a long chord which bears South 13° 23' 39" West a distance of 55.98 feet;

South 09° 40' 57" West a distance of 69.84 feet;

Along a curve to the left having a central angle of 13° 07' 32", a radius of 258.24 feet, an arc length of 59.16 feet and a long chord which bears South 03° 07' 11" West a distance of 59.03 feet;

South 03° 26' 36" East a distance of 143.09 feet;

Along a curve to the right having a central angle of 07° 45' 13", a radius of 217.86 feet, an arc length of 29.48 feet and a long chord which bears South 00° 26' 01" West a distance of 29.46 feet to a point on the South boundary of said Government Lot 1; thence leaving said centerline and bearing

South 88° 44' 16" West along said South boundary a distance of 571.22 feet to the Southwest corner of said Government Lot 1; thence

North 00° 10' 18" West along the West boundary of said Government Lot 1 a distance of 1322.23 feet to the POINT OF BEGINNING.

Exception

Percel 3:

. . . .

This percel is a portion of Government Lot 1 of Section 18, Township 2 North, Range 3 West of the Boise Meridian, Campon County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of said Government Lot 1; thence

South 00° 04° 53" West along the Bast boundary of said Government Lot 1 a distance of 1,322,20 feet to the Southeast comer of said Government Lot 1; thence

South 85" 44" 16" West along the South boundary of said Government Lot 1 & distance of 361,30 feet; thence

North 16° 24' 47" West a distance of \$7.27 feet; thence

North 35° 33' 38" East a distance of 119.02 feet; thence

North 06" 31' 07" West a distance of 76.36 feet; thence

North 15' 09' 27" West a distance of 83.68 feet; thence

North 07* 31' 28" East a distance of 105.44 feet; thence

North 20° 16' 36" East a distance of 64.28 feet; thence North 71° 30' 04" East a distance of 197.36 feet; thence

Along a curve to the left having a radius of 125.47 feet, a central angle of 38° 36' 50", an arc length of 84.56 feet and a long chord which bears

North 64° 21' 04" East a distance of \$2.97 feet; thence

North 60* 04* 53" East parallel with the East boundary of said Government Lot 1 a distance of .728.543 feet to a point on the North boundary of said Government Lot 1; thence

North 85° 44' 42" Best along said North boundary a distance of 50.00 feet to the POINT OF BEGINNING.

Percel 3a:

Includes the use of a 50.00 foot wide ingress-ogress and utility easement more particularly described as follows:

Reginning at the Northeast corner of said Government Lot 1; thence

South 00° 04' 53" West along the East boundary of said Government Lot 1 a distance of 728.53 feet; thence

South \$8° 44' 16" West a distance of 50.01 feet; thence

North 00° 04' 53" East a distance of 728.54 feet to a point on the North boundary of said Government Lot 1: thenot

North 88° 44° 42" East along said North boundary a distance of 50.00 feet to the POINT OF RECENDING.

EXCEPT any portion lying within Percel 3.

PUBLIC HEARING APPLICATION PROCESS

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #310, Caldwell, ID 83605 www.canyoncounty.id.gov Phone: 208-454-7458



DUE DILIGENCE BY APPLICANT (PARCEL INQUIRY OR PRE-APPLICATION MEETING)

• NEIGHBORHOOD MEETING (HOSTED BY APPLICANT) PER CCZO SECTON 07-01-15

SUBMIT APPLICATION, SUBMITTAL MATERIALS & FEES TO DEVELOPMENT SERVICES

• Incomplete submittals will not be accepted

• STAFF REVIEW OF APPLICATION

• APPLICATION WILL BE POSTED UNDER "LAND HEARINGS" ON THE COUNTY WEBSITE

SCHEDULE FOR PUBLIC HEARING (41-Day PROCESS)

- SUPPLEMENTAL CASE INFORMATION WILL BE POSTED UNDER "LAND HEARINGS" ON THE COUNTY WEBSITE
- DAY 1-5: Hearing notices sent with comment deadline to affected agencies and proeprty owners
- **DAY 19**: Comment deadline ends. Comments received late will not be accepted. Late comments may be provided during the public hearing as testimony if accepted by the hearing body.
- DAY 20-30: Staff Report Packet preparation
- DAY 31: Staff Report Packet sent to hearing body
- STAFF REPORT WILL BE POSTED UNDER "LAND HEARINGS" ON THE COUNTY WEBSITE
- Day 41: Public Hearing

PUBLIC HEARING

- Planning & Zoning Commission hearing (1st and 3rd Thursday evenings);
- Hearing Examiner hearing (3rd Wednesday afternoon); or
- Board of County Commissioners hearing (Day-time)
- HEARING DECISIONS WILL BE POSTED UNDER "LAND HEARINGS" ON THE COUNTY WEBSITE

• IF 2nd HEARING Required, SEE ITEM 5 & 6 SCHEDULING FOR HEARING AND PUBLIC HEARING

• Substantial changes to an application between hearings may be considered a new application and may be required to restart the process

CLOSED/REQUEST FOR RECONSIDERATION (IDAHO CODE SECTION 67-6535(b))

• FINAL DECISIONS WILL BE POSTED UNDER "LAND HEARINGS" ON THE COUNTY WEBSITE

5.

Exhibit A8 Arbay Mberwa

From: Brent Orton brentorton@ortonengineers.com

Sent: Friday, March 14, 2025 7:21 AM

To: Arbay Mberwa; Ben McIntyre; McIntyre Farms; Loren William McIntyre

Subject: Re: FW: [External] RE: Agency Notification / Case No. CU2024-0010 / McIntyre Farms,

K&L Properties

Attachments: McIntyre Pastures Irrigation Letter.pdf

Hello Arbay -

Thank you for all of your help on the McIntyre CUP and all of the agency comments! We have been striving to work with Boise Project Board of Control to resolve the request for 40' easement but they were unwilling to change their request, however they did make an allowance for allowing the buildings to remain. In further speaking with the McIntyres they would request to respectfully decline the request for the expanded irrigation easement beyond the existing 25' or distance to maintain. Please see the attached letter that describes McIntyre's position.

We look forward to hearing from you and learning if there is anything else your team needs in order to proceed with a

We appreciate you and all the time you have put into this application and its review! Please let us know when you have us scheduled.

Thanks!

Brent L. Orton, PE (208)350-9422

brentorton@ortonengineers.com



On Tue, Dec 24, 2024 at 10:05 AM Arbay Mberwa < Arbay. Mberwa@canyoncounty.id.gov> wrote:

Good Morning,

Please find attached comments received from the Boise Project Board of Control.

Please reach out and let me know if you have questions,





17338 Sunnydale Place Caldwell, ID, 83607 (208) 350 - 9422 | brentorton@ortonengineers.com



Farm Store/Events - Conditional Use Permit Owner: K & L Farm Properties, LLC 17995 Lewis Lane, Caldwell Idaho 83607

Exhibit A8.1

February 26, 2026

Canyon County Development Services 111 North 11th Ave Caldwell. ID 83605

Subject: Request to Maintain 25' Irrigation Easement and Respectfully Decline Expansion of Easement, CU-2024-0010, Wilder Irrigation District W-35-4, Deer Flat Lowline Canal 1558+70 Stewart Lateral 73+60

Dear Canyon County Development Services and Planning and Zoning Commission:

Orton Engineering is representing McIntyre Farms in seeking a Conditional Use Permit for an agricultural store and special events venue in Caldwell, Idaho (Application CU-2024-0010). In response to the letter from the Boise Project Board of Control's request to expand the existing irrigation easement to 40' from centerline along the Deer Flat Low Line Canal, the McIntyre's have asked to respectfully decline the request and to ask Canyon County for their support in this situation as they seek a Conditional Use Permit. The McIntyre's situation and request is further explained in detail below.

The McIntyre's have great respect for the irrigation districts and companies that work to maintain and protect Idaho's waterways. We are especially grateful for these irrigation canals due to the water being the life-blood of nearly all of their agricultural and farm pursuits. The McIntyre's are also so very grateful to all those who carefully protect our state's water resources for use throughout Idaho and we desire to work together with the irrigation district to continue to protect the existing irrigation easements that exist and protect the required distance to maintain. Years of relationships with local water master's and local irrigation company staff are treasured relationships by the McIntyre Family. We hope that this request in no way diminishes the mutual respect shared between the McIntyres and Irrigation District Staff.

During the process of seeking for a conditional use permit, the Wilder Irrigation District was consulted and requested that 25' from centerline or distance to maintain the same for the irrigation canals be placed on the CUP site plan. This 25' easement is the traditional easement that has been in place for decades and aligns well with the existing canal access roads and existing farm fencing, landscaping and buildings. Below can be seen pictures that show the existing clear right of way of canal roads on the McIntyre property:



Figure 1: Looking South from Lewis Lane



Figure 2: Deer Flat Low Line Canal



Figure 3: Looking North from McIntyre Property



17338 Sunnydale Place Caldwell, ID, 83607 (208) 350 - 9422 | brentorton@ortonengineers.com



Farm Store/Events - Conditional Use Permit Owner: K & L Farm Properties, LLC 17995 Lewis Lane, Caldwell Idaho 83607

As County staff completed their solicitation of comments on the Conditional Use Application, the McIntyre's received a letter from Thomas Ritthaler, Assistant Project Manager for Boise Project Board of Control requesting an "easement of 40 feet west and 40 feet east of the canal's centerline," including a statement that Boise Project does not approve of fencing, landscaping, parking lots, light poles, signs and placing of asphalt, roadways, storm drainage, discharge of irrigation, etc. within this easement.

Idaho Statues, Title 42-1209 detailing the maintenance and repair of irrigation diches was cited, which includes wording that "encroachment of any kind placed in such easement or right-of-way, without such express written permission, shall be removed or modified..... at the expense of the person or entity causing or permitting such encroachments... in the event that any such encroachments unreasonable or materially interfere with the use and enjoyment of the easement or right-of-way."

Idaho Code 31-3805 was also cited, which states that "For proposed subdivisions located outside an area of city impact in counties with a zoning ordinance, the delivery system must be approved by the appropriate county zoning authority and the county commission with the advice of the irrigation entity charged with the delivery of water to said lands."

Wording in the letter regarding preliminary plats and "this development is in its preliminary stages" led the us to believe that perhaps the Boise Project Board of Control did not realize that this is not a subdivision application, and that this conditional use permit was for permission to use the existing farm store and farm buildings for the resale of farm products and for occasional farm events, and that no further building was being requested at this time and that no changes to the parcels were being made or any increase in impacts to the canals from what is already been used on the McIntrye Farm for generations to water their fields per their water allotment and irrigation assessment.

In exploring this requested expansion of the irrigation easement from 25' or distance to maintain to the requested 40' easement from centerline, Orton Engineering also learned that if this request were granted that existing farm structures, fencing, new trees, a grain storage facility and shed would fall into the expanded easement. (See the figure below).



17338 Sunnydale Place Caldwell, ID, 83607 (208) 350 - 9422 | brentorton@ortonengineers.com



Farm Store/Events - Conditional Use Permit Owner: K & L Farm Properties, LLC 17995 Lewis Lane, Caldwell Idaho 83607

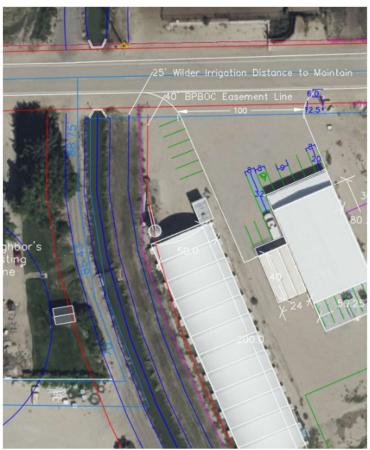


Figure 4: Aerial image with 40' requested easement shown in red and the original 25' easement shown in blue.

Below are images to both the east and west of the canal that show the structures that would need to be removed to comply with the request of the 40' easement from the Boise Project Board of Control.







Figures 5 - 7: Gravel Parking Lot, Grain Silo, Fencing, Existing Trees, Mailbox, Driveway, Shed and Agricultural Shelter currently exist within requested 40' easement lines.



17338 Sunnydale Place Caldwell, ID, 83607 (208) 350 - 9422 | brentorton@ortonengineers.com



Farm Store/Events - Conditional Use Permit Owner: K & L Farm Properties, LLC 17995 Lewis Lane, Caldwell Idaho 83607

Additionally Aerial photography from 1992 on Google Earth historical images show that existing fencing along the canal has been in place for over 30 years at the McIntyre's property, protecting the existing canal easement and distance to maintain.



Figure 8: Historical Aerial Photography from 1992, Google Earth, showing existing fencing.

Orton Engineering reached out to local Irrigation officials and Mr. Ritthaler at the Boise Project Board of Control explaining the situation and requesting that the McIntyre's continue to maintain the 25' existing irrigation easement or distance to maintain, or seek a variance as the existing fencing and building and landscaping fall within the 40' easement line.

Mr. Ritthaler responded that Boise Project would not make the McIntyre's move what is already there, but they would not remove their request for the 40' from centerline easement as requested.

In discussing this further with the McIntyre family, the McIntyre's have asked to respectfully decline the request to expand the current irrigation easement and ask for Canyon County to uphold that request.

Idaho Land Use law protects land owners from regulatory takings and two landmark Supreme Court decisions known as Nollan and Dolan validate that government cannot require property owners to give up land unless there is an "essential nexus" and that what is asked should be "roughly proportional" to the impact that is being made. As there are no additional impact to the irrigation proposed by the McIntyre's in seeking the Conditional Use permit for the Farm Store or Farm Events, and as the cost of removing structures and buildings and giving up property would be very costly to the McIntyre who own several acres along the canal and are not seeking to develop the property, the request is not proportional.



17338 Sunnydale Place Caldwell, ID, 83607 (208) 350 - 9422 | brentorton@ortonengineers.com



Farm Store/Events - Conditional Use Permit Owner: K & L Farm Properties, LLC 17995 Lewis Lane, Caldwell Idaho 83607



Figure 9 - Aerial View of McIntyre Pastures Farm Store

Thank you for your consideration of our request. Please let us know if you have further questions. Respectfully,

Brent L. Orton, PE

Orton Engineering, LLC

Arbay Mberwa Exhibit A9.1

From: Brent Orton
 brentorton@ortonengineers.com>

Sent: Tuesday, April 29, 2025 1:20 PM

To: Arbay Mberwa

Cc:Orton Engineering; David Orton; farmerben71@gmail.comSubject:Re: [External] McIntyre Pastures Conditional Use Permit

Hello Arbay! We called to talk with the McIntyres about your questions and here are the answers.

To learn more about the McIntyre's Farm and their events you can visit: https://mcintyrefamilyfarms.com/ or on Facebook or Instagram at McInyre Pastures.

1. Farm Events

- Farm Education Events:
 - o Small Group Education courses on various farm topics from brooding chickens, making and using broth, and more. Most of these courses are free and often attend by a small group (~ 40 people). They happen 3-6 times a year.
 - Farm Tours for Universities, CWI courses and Soil and Water Conservation Department, and other groups set up to come visit the farm to learn about the way we are doing things.
 - Farm to Fork Dinner These are typically held annually we have one coming up in June. We plan to bring in a caterer to do the food for the event
 - o Fall and Spring Tours -This is when we invite larger groups to come out to the farm, open house style. For the Spring Tour/Egg Collection it will be on May 3rd 10am 3pm collect eggs to take home, wagon ride, see the cattle, pigs, chickens and layers, scavenger hunt and soil health demonstration, picture opportunities, farms sales and food. We bring in an extra porta potty for the event and have accessible parking in our parking lot and overflow parking in the back grassy pasture. We put up lines and rope for drive aisles and parking spaces and typically any where from 15-60 cars parked as people are coming and going from these events.
 - o None of the event we host go past 10pm. All are held during the day.
- 2. FDA approval We do not yet meet the thresholds to require FDA approval of our meat or products. We are USDA certified and have inspectors come out for that.
- 3. Parking in Overflow In the field we can make this open to a large group. We typically have 40-60 cars parked for open house farm tours events twice a year.
- 4. Deliveries- Our farm makes deliveries of our meat in our refrigerated truck. We deliver wholesale eggs and milk 3 days a week on Monday Tuesday and Thursday. On Thursdays and Saturday we have our meat and egg deliveries. For shipments in about twice a month we bring products in from Azure Standard for resale.

5. Hours- Typical Hours are Monday through Friday 9-5 for the Farm Store and Saturday 9-3pm. Events are held during those same business hours. Extended hours would be for the annual Farm to Fork Dinners, with events finishing between 7pm-9pm.
6. We have an existing approved individual well for water for the farm store.
7. Farm sales from the farm should be an allowed use. We are awaiting approval from the county for the conditional use permit to validate resale items at the farm. We have a Idaho issued Seller's Permit number 004956744-08
8. The farm store building permit is ZCA2021-0057 and was an engineered Red Iron metal building.
9. Drainage and Irrigation Plan. There are no modification to the traditional grading and drainage of the farm site, or irrigation. No Civil work is being completed as part of this conditional use permit and no grading and drainage or irrigation plan is necessary.
Please reach out to us if you have any other questions!
Thanks - Brent Orton (208)350-9422, on behalf of McIntyre Pastures.
Brent L. Orton, PE (208)350-9422 brentorton@ortonengineers.com
On Tue, Apr 29, 2025 at 12:19 PM Brent Orton < brentorton@ortonengineers.com wrote: Hello Arbay!
Thanks for moving the McIntyre's Conditional Use Permit forward! They would love to have you stop by today at their farm store. Maria McIntyre can meet you there and help show you around and answer any questions you may have - her number is She said to just give her a call when you are on your way out!
I will send you a follow up email with the answers to your questions!

Arbay Mberwa

Sent: Wednesday, June 4, 2025 8:45 PM

To: Arbay Mberwa

Cc: office@ortonengineers.com; farmerben71@gmail.com; farmerbrad71@gmail.com;

McIntyre Farms

Subject: Re: [External] McIntyre Pastures - Farm Store and Events

Attachments: McIntyre Pastures Emergency Plan 2025.pdf; Parking Circulation Plan.pdf

Follow Up Flag: Follow up Flag Status: Follow up

Hello Arbay!

Here are the answers to your questions above as well as our emergency plan and circulation plan. Thanks! Let us know if you have any other questions!

Response to Canyon County Questions 6/4/2025

- 1. Where will special events be held, indoors or outdoors? What's the ratio of outdoor to indoor events?
- 1. Farm to Fork Dinners: Outdoors
- 2. Holiday/Festivals: Outdoors
- 3. Farm Education Activities: Half Indoors, Half Outdoors weather permitting and size of group, and type of farm education
- 4. Overall Ratio: 90% outdoors 10% indoors
- 2. When are peak farm store hours?
 - 1. Peak Hours are from 11am to 2pm and 4pm to 5pm
- 3. How many members of the McIntyre family help with special events, farm store and the egg processing operations?



1. The McIntyre family includes Loren and Kathy McIntyre and their children and grandchildren. Their sons Ben and Brad and their wives Maria and Jill lead the majority of the farm operations, with other brothers and sisters, children, and cousins, as well as valuable employees, helping to facilitate and conduct all of the farm operations, farm events and egg processing operations. The family is growing every year. You can learn more about their family here: https://mcintyrefamilyfarms.com/about-our-farm

For Events: At this time, only Family Members (6-7 family members) work the special events and 0 employees - as these as they are typically held on Friday and Saturday nights when the regular employees have gone home.

- 2. On a typical day at the store there are 1-2 employees running the store, 2 employees packaging eggs, and 1 employee delivering, with the rest of the family participating in the caring of animals and growing of hay and feed.
- 4. How many employees are there for the egg processing facility? (See above- 2)
- 5. Can you please clarify the delivery and shipments- number of deliveries and shipment and the majority of products if it's primarily McIntyre products or other local farmers products for resell.
 - 1. Deliveries happen on Tuesday, Thursday and Saturday
 - 1. Home Deliveries happen on Thursdays: https://mcintyrefamilyfarms.com/home-delivery
 - Number of Home Deliveries: _30-55__
 - 2. Pick up Locations are delivered on Thursdays and Saturdays: https://mcintyrefamilyfarms.com/locations
 - 1. 5 Pickup Locations (see above link)
 - 2. The products delivered are over 90% McIntyre Family produced items. Please see the previous information provided about all of the products sold by the McIntyre family or check out the Products available at: https://mcintyrefamilyfarms.com/store

- 3. The McIntyre family holds a Seller's Permit through the State of Idaho for the sale or resale of products.
- 6. Are the freezer fans located indoors or outdoors?
 - 1. There are several upright freezers located within the farm store. These are all-in-one units. Please see image below.



2. The large storage freezer is located outside the store. The freezers are completely unitized shipping freezers.



- 7. Will there be music and amplified sounds?
 - 1. Currently, no music is played for special events. In the future music may be played for festivals and farm to fork dinners. If music is played in the future, it will be directed toward the event and amplified at a volume that is comfortable for guests to carry on a conversation and respectful to neighbors. Any music played in the future for these occasional larger events will be played no later than 10pm at night.
- 8. Will the special events/farm store/ egg processing facility have outdoor lighting?
 - 1. Currently most events are completed during the day. In the future if any outdoor lighting for special events will be directed downward and turned off after 10pm at night.
- 9. During events will the McIntyre's provide water? If so will it be bottled water or well water?
 - 1. Bottled water will be available for purchase to guests during large events.
 - 2. Well water will only be available for family and employees, fully filtered;
- 10. When would you like the commencement date to be? Some conditions of approval are tied to the commencement date such as receiving all building permits prior to commencement. Would the McIntyre's prefer the commencement date be from the date of the first event or 90-days from the date of signed FCO's?
 - 1. The McIntyres would like the commencement date to be as soon as possible, so the date of the first event would be our preference. Thank you! The change of occupancy building permit is prepared and ready to go, but the Building Dept will not accept it until after the conditional use permit is obtained.

- 11. Can you please provide a parking circulation plan specifically for entering and existing the property and the overflow parking area.
 - 1. Please see the parking circulation plan (attached below). This has been approved by the highway district (please see the attached email), and is under review from Marsing fire department.
- 12. Can you please submit an emergency response plan and evacuation plan/emergency exit plan.
 - 1. Please see attached plan.

(208)350-9422

<u>brentorton@ortonengineers.com</u>



On Mon, Jun 2, 2025 at 3:51 PM Arbay Mberwa < Arbay. Mberwa@canyoncounty.id.gov > wrote:

Hello,

I have a few questions/requests regarding the case.

- 1. Where will special events be held, indoors or outdoors what's the ratio of outdoor to indoor events?
- 2. When are peak farm store hours?
- 3. How many members of the McIntyre family help with special events, farm store and the egg processing operations?
- 4. How many employees are there for the egg processing facility?
- 5. Can you please clarify the delivery and shipments- number of deliveries and shipment and the majority of products if it's primarily McIntyre products or other local farmers products for resell.
- 6. Are the freezer fans located indoors or outdoors?
- 7. Will there be music and amplified sounds?
- 8. Will the special events/farm store/ egg processing facility have outdoor lighting?
- 9. During events will the McIntyre's provide water? If so will it be bottled water or well water?
- 10. When would you like the commencement date to be? Some conditions of approval are tied to the commencement date such as receive all building permits prior to commencement. Would the McIntyre's prefer the commencement date be from the date of the first event or 90-days from the date of signed FCO's?
- 11. Can you please provide a parking circulation plan specifically for entering and existing the property and the overflow parking area.
- 12. Can you please submit an emergency response plan and evacuation plan/emergency exit plan.

As I work through the new information, I will update the conditions of approval and will send them your way.



Orton Engineering <office@ortonengineers.com>

Addressing - McIntyre Pastures

Exhibit A9.2 9 messages Wed, May 22, 2024 at 11:32 AM To: Dan Lister < Daniel. Lister@canyoncounty.id.gov> Cc: farmerbrad71@gmail.com, mymaria79@hotmail.com, tanyaorton@ortonengineers.com Good morning Dan! Great to see you today! I'm glad your heart checked out. Praying that you get feeling 100% again. McIntyres have a special event CUP application in for their egg farm and venue (thanks so much for your guidance on the project!). They originally built their packing shed and egg washing operation in an agricultural building. They later determined to put the refrigeration units outside the building instead of inside and added farm store in the front bay. You know the history of course. They need to make an order for cartons probably by Monday (they take six weeks to manufacture and they have about a five week supply of cartons left), and they would really like to have the new address for the farm store/egg packing facility put on the cartons. I know last fall we beat the bushes a little about if that's possible (talked to the GIS department maybe?). I think you could give me the best guidance on if there's any way that's possible and if so what to do. Do you mind telling me what you think is possible and how we should go about it? We'd really appreciate it! Thanks so much!!

Sincerely,

Brent

Brent L. Orton, PE, MSCE

Orton Engineering

Phone: (208)350-9422

Email: brentorton@ortonengineers.com

Web: www.ortonengineers.com



Dan Lister < Daniel Lister@canyoncounty.id.gov>

Wed, May 22, 2024 at 2:02 PM

To: "brentorton@ortonengineers.com"

 brentorton@ortonengineers.com>

Cc: "farmerbrad71@gmail.com" <farmerbrad71@gmail.com>, "mymaria79@hotmail.com" <mymaria79@hotmail.com>, "tanyaorton@ortonengineers.com" <tanyaorton@ortonengineers.com

Brent,

I've sent your address question to the DSD Planning Supervisor, Carl Anderson, for review and response. Once he's reviewed your inquiry, he will either respond to you directly or have me respond to you.

Sincerely,

Dan Lister, Principal Planner

DSD Office: (208) 454-7458 - Direct Line: (208) 455-5959

Daniel.Lister@canyoncounty.id.gov

Development Services Department (DSD)

Public office hours

Monday, Tuesday, Thursday and Friday

8 am - 5 pm

Wednesday

1 pm - 5 pm

PUBLIC RECORD NOTICE: All communications transmitted within the Canyon County email system may be a public record and may be subject to disclosure under the Idaho Public Records Act and as such may be copied and reproduced by members of the public.

[Quoted text hidden]

Dan Lister < Daniel. Lister@canyoncounty.id.gov>

Wed, May 22, 2024 at 3:53 PM

Cc: "farmerbrad71@gmail.com" <farmerbrad71@gmail.com>, "mymaria79@hotmail.com" <mymaria79@hotmail.com>, "tanyaorton@ortonengineers.com" <tanyaorton@ortonengineers.com>, Jay Gibbons <Jay.Gibbons@canyoncounty.id.gov>, Tony Almeida <tony.almeida@canyoncounty.id.gov>, Carl Anderson <Carl.Anderson@canyoncounty.id.gov>

^{**}We will not be closed during lunch hour **

Brent.

A conditional use permit to establish a special events facility at McIntyre Farms was submitted on April 2, 2024 (CU2024-0010). An existing structure is proposed to be used as a store, egg packing, and events. The structure was permitted as an agricultural structure (ZCA2021-0057) which normally is not reviewed via the building or zoning code except for setbacks. An agricultural structure is defined as follows:

A structure designed and constructed to house farm implements, hay, grain, poultry, livestock, or other horticultural products on Agriculturally zoned land which Agriculturally zoned land shall consist of at least a single parcel of land of more than five (5) acres in size, exclusive of any public right-of-way. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, packaged, or sold, nor shall it be a place used by the public. Notwithstanding this definition, the Director or Director's designee has the discretion to determine that an agricultural building, proposed to be located on Agriculturally zoned land of less acreage than provided herein, qualifies for inclusion in this definition" (CCCO Section 06-01-07).

Based on the permit and use approved for the structure (ZCA2021-0057), an address cannot be approved per 06-05-17 until a conditional use permit is approved and a building permit for commercial use of the structure is submitted, issued, and finaled.

What I'm hearing is you want the address that will eventually be assigned to the commercial building so it can be printed on the egg cartons. Am I correct in my understanding? If so, I'm unsure if GIS/Addressing can provide you with a future address without approval/issuance. I've included Tony Almeida (GIS) GIS, Carl Anderson (Planning Supervisor), and Jay Gibbons (Assistant DSD Director) from DSD to provide additional information or options.

Sincerely,

Dan Lister, Principal Planner

DSD Office: (208) 454-7458 - Direct Line: (208) 455-5959

Daniel.Lister@canyoncounty.id.gov

Development Services Department (DSD)

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Wednesday

1 pm - 5 pm

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

PUBLIC RECORD NOTICE: All communications transmitted within the Canyon County email system may be a public record and may be subject to disclosure under the Idaho Public Records Act and as such may be copied and reproduced by members of the public.

Sent: Wednesday, May 22, 2024 11:32 AM

To: Dan Lister < Daniel. Lister@canyoncounty.id.gov>

Cc: farmerbrad71@gmail.com; mymaria79@hotmail.com; tanyaorton@ortonengineers.com

Subject: [External] Addressing - McIntyre Pastures

Good morning Dan!

[Quoted text hidden]

brentorton brentorton@ortonengineers.com

Wed, May 22, 2024 at 10:16 PM

To: Dan Lister < Daniel. Lister@canyoncounty.id.gov>

Cc: "farmerbrad71@gmail.com" <farmerbrad71@gmail.com>, "mymaria79@hotmail.com" <mymaria79@hotmail.com>, "tanyaorton@ortonengineers.com" <tanyaorton@ortonengineers.com>, Jay Gibbons <Jay.Gibbons@canyoncounty.id.gov>, Tony Almeida <tony.almeida@canyoncounty.id.gov>, Carl Anderson <Carl.Anderson@canyoncounty.id.gov>

Thanks Dan! Yes! Knowing what the address will be would be a huge help. Thanks again!

Sent from my Verizon, Samsung Galaxy smartphone [Quoted text hidden]

Tony Almeida <tony.almeida@canyoncounty.id.gov>

Thu, May 23, 2024 at 9:15 AM

To: brentorton

Sprentorton@ortonengineers.com>, Dan Lister <Daniel.Lister@canyoncounty.id.gov>

Co: "farmerbrad71@gmail.com" <farmerbrad71@gmail.com>, "mymaria79@hotmail.com" <mymaria79@hotmail.com>, "tanyaorton@ortonengineers.com" <tanyaorton@ortonengineers.com>, Jay Gibbons <Jay.Gibbons@canyoncounty.id.gov>, Carl Anderson <Carl.Anderson@canyoncounty.id.gov>

Brent,

Unfortunately, we cannot provide a proposed address until the special events facility is approved, as Dan stated. If we assign or provide a proposed address now and something requires an address before the facility is approved or denied, it could necessitate an address change. Providing a proposed address at this stage may cause more issues.

Tony

[Quoted text hidden]

Brad <farmerbrad71@gmail.com>

Thu, May 23, 2024 at 9:35 AM

To: Tony Almeida <tony.almeida@canyoncounty.id.gov>

Thx. So much for everyone checking into this. We will be patient and wait for the hearing. I will get my cartons ordered and coming. Have a great day

Brad McIntyre

"We know more about the movement of celestial bodies than about the soil underfoot." --- Leonardo DaVinci, circa 1500s

On May 23, 2024, at 9:16 AM, Tony Almeida <tony.almeida@canyoncounty.id.gov> wrote:

From: Orton Engineering <office@ortonengineers.com>

Sent: Tuesday, May 27, 2025 11:50 PM

To: Brent Orton

Cc: Arbay Mberwa; David Orton; farmerben71@gmail.com; Maria McIntyre; Loren William

McIntyre; Loren William McIntyre

Subject: Re: [External] McIntyre Pastures Conditional Use Permit

Attachments: egg distributers.pdf; egg candlers.pdf; Site Plan.pdf; McIntyre Letter of Intent- Sign

Permit (1).docx; McIntyre Signed Sign Permit.pdf; McIntyre Pasture Store Parking and Floor Plan.pdf; Orton Engineering Mail - Addressing - McIntyre Pastures.pdf; Application for Food EstablishmentSWDH License 12.30.21.pdf; McIntyre Pastures-Dust Control

Plan- 23May25.pdf; Stamped McIntyre Farm Store & Egg Facility Bld Code

Evaluation.pdf

Hello Arbay -

Thank you for all of your help on the McIntyre CUP! Here is a report back on several of the items we have been working through over the last few weeks and a copy of a draft of our power point for the hearing:

<u>Sign Application:</u> Today our employee Riley Belnap dropped off the sign application to Development Services for the McIntyres (see attached).

<u>Building Permits:</u> We planned to drop off the ag exempt zoning compliance applications for the Hay sheds, the winter chicken storage and brooder shed today but learned that new form needed to be used. The new forms are now signed and are attached below. We will submit the hard copy of this application in the morning to the building department.



exemptzoningcomplianceapplicationpapersversion2.zip

<u>Change in Occupancy Permit</u> - we have compiled the building permit for the change in occupancy and completed the code analysis (attached). We will be dropping it off at the building department in the morning. Attached is a floor plan of the Farm Store that shows the retail farm store as 893.2 sqft. We are seeking to be able to have the size of this farm store approved as part of the conditional use permit process (the code allows a 400 sqft farm store without a conditional use permit).

<u>Highway District</u>: The McIntyre's are scheduled to meet with the Highway District board tomorrow morning to discuss the variance for the Chicken Brooder building to be <70' from the section line. We will let the building department and development services know the outcome of the meeting.

Marsing Rural Fire: Marsing Rural Fire has already done a site visit and inspected the McIntyre Farm Store for the use as a commercial building. Their signed commercial checklist was attached in the original CUP application (page 42-43). We will also send the updated code evaluation and analysis to the fire department for their review and the parking circulation map and will include you on that email.

<u>Site Parking Circulation Map for Overflow Parking:</u> We have attached a site circulation map showing the added overflow parking- We will also send on this plan to the highway district and fire district for approval as requested. Using the rate from the Canyon County Code Parking we calculated that the required number of parking spaces would be 4.5 for the store and 6 for employees for the egg packaging, storage, office and store clerk for a total of 11 spaces for the Farm Store.

The existing parking for the farm store includes 6 spaces in front of the store that is paved (including 1 Van Accessible ADA space), 5-6 spaces on the gravel area along the the west fence in front of the winter Chicken housing, and 2-3 spaces in front of the meat freezer (one parking space is most often used by the refrigerated farm truck). For a total of 12-14 parking spaces in front of the farm store, which satisfies the code requirements.

For events, we used the factor of 20% of the max request attendees (250) for a total required parking space of 50 for events.

For existing overflow event parking, there are two places to park. The first area is the gravel parking lot in the rear of the farm store where there are 19 parking spaces. This parking area is large enough for the small group farm education classes. The second overflow event parking is in the pasture on the grass. We have shown 70 parking spaces in the overflow grass parking area, but it could be decreased or increased as needed. Dimensional requirements for temporary event parking are listed as 24'+ drive aisle to allow for 2 way traffic circulation with 20' deep parking spaces that are 9' wide. The parking circulation plan shows 89 total parkings spaces for events between the gravel rear parking and grass parking.

<u>Food Establishment License Permit:</u> The McIntyre's have reached out to Southwest District health and were guided to apply for the Food Establishment License Permit (They sent off their application today which is attached). The McIntyre's also have active Egg Candlers and Egg Distributor's Licenses through the Idaho Department of Agriculture (attached).

<u>Separate Address Request</u>: In reviewing the Canyon County Code on Addressing, it states in <u>06-5-17</u> 2a - "Only one number shall be assigned to each business use or dwelling unit." This wording of "business use" in the code is different from what was mentioned by mapping that the farm store would need to be zoned commercial to receive a separate address. We think this what they meant. We would ask that the McIntyre Pasture's farm store be considered as a separate business use and eligible for a separate address without needing to be rezoned commercial, as the farm store is a different use from the McIntyre's farm operations. If it is helpful, we spoke with the property tax assessor. They currently are taxing the 1.5 acres surrounding the farm store of this parcel as commercial use and the remaining 22.36 acres as agricultural farm use.

Land Type Acres Total Value 3AB0-3 22.63 \$41,190 19 Waste / Easement 1.78 \$0 22-COMM SQ FT (0.50 to 10.50) 1.50 \$32,670

Property Record	Improvement ID	Use Code	Description	Year Built	Length (ft.)	Width (ft.)	Area	Area Units
C01	01	PAVING	Paving	2023	n/a	n/a	16000	SF
R01	01	STEELUTL	General Purpose Bldg Steel Frame	2009	125.00	80.00	10480	SF
R01	02	LEANTO	Lean-to	2009	101.00	20.00	2020	SF
R01	03	HAYCOVER	Storage - Hay Cover	2012	200.00	50.00	10000	SF
R01	04	HAYCOVER	Storage - Hay Cover	2018	200.00	50.00	10000	SF

Additional Commercial Info.

Property Record	Use Code	Description	Gross Square Footage
C01	CLDSTHFM	Cold Storage, Farm	180

Article 4 of this same code section further states that "4. Apartments, campuses, strip malls, and other such developments may only have one address number assigned depending on the design and layout of the development; with additional building or suite numbers assigned within the development."

If mapping is not comfortable with assigning a fully separate address for the McIntyre Pastures Farm Store if not zoned commercial, could it be possible to assign the McIntyre Pastures Farm Store a secondary address unit designator as outlined in the USPS publication 28-Postal Addressing Standards, 213 - Such as McIntyre Pastures, 17995 Lewis Lane, BLDG B, Caldwell, ID 83607?

The McIntyre's preference would be to have a separate address for the farm store from the parcel address so that the store is easily identifiable for emergency services, mail, and customers using online mapping tools to find the Farm Store and events. We expect this to be preferred by emergency responders as well. Attached is a previous email from Dan Lister and Tony Almeda that discusses that a separate address could be given after the conditional use permit was approved. (see attached) This was one of the expectations of the McIntyres and Orton Engineering from working with County staff at the time we made the application.

Dust mitigation plan was previously sent, as well as requests to update the previous draft of conditions (attached). We sent an email to Dan Lister requesting validation of which applications would be necessary to bring the parcel into compliance because he assisted us at the time we made the original application and will complete any further applications that are needed after receiving verification. We believe we have addressed all the items under the conditions of approval. Please let us know if there are others we are missing!



17338 Sunnydale Place Caldwell, ID, 83607 (208) 350 - 9422 | brentorton@ortonengineers.com

Exhibit A10 Dust Control PlanMcIntyre Pastures

Fugitive Dust Source:	Ungra	eveled Dust Roads
Control Methods:		Restrict Access to dirt ditch rider roads and direct traffic on vegetated surfaces

Dust shall be controlled and minimized as per (IDAPA 58.01.01.651)

Monitoring of Control Efforts:	Roads monitored daily
Special Considerations:	Maintain the gravel roadways
	Surfaces of unpaved roads will be maintained with gravel
	Maintain pasture grass to prevent dust and erosion



Exhibit A11

Environmental & Community Health Services

208 455 5400 • FAX 208 455 5405 • 13307 Miami Lane • Caldwell • Idaho • 83607 • phd3.idaho.gov

Application for Food Establishment License

Purpose (check one): ☐ New Food Permit ☐ N	ew/Change of Owner
Type of Operation	
 □ Food Establishments with more than two license (\$250 □ Food Establishment (school, restaurant, market, processes) 	• • • • • • • • • • • • • • • • • • • •
☐ Food Establishment (school, restaurant, market, proce	essor) (\$200) Mobile Onit with Commissary (\$100)
Establishmer	t Information
Name of Establishment (site name): McIntyre Pasture	es
Address of Establishment: 17708 Lewis Ln	
City/State: Caldwell, Idaho	Zip Code : 83607
Business Telephone: 25085732182	Business Fax:
Business Email: sales@mcintyrefamilyfarms.com	Business Website: www.mcintyrefamilyfarms.com
-	formation
Mail To: McIntyre Pastures	
Attention: Brad McIntyre	
Address: 10478 Riverside Rd	
City/State: Caldwell,Idaho	Zip: 83607
	formation
Type of Ownership: ☐ Association ☐ Corporation	☐ LLC ☐ Partnership ☐ Sole Proprietor ☐ Other
Name of Ownership: McIntyre Farms Inc	
Ownership Address: 10478 Riverside Rd	
City/State: Caldwell, Idaho	Zip: 83607
Ownership Telephone: 2085732182	Owner Fax:
Ownership Email:	
Names of all people listed on ownership: Loren McInty	e, Benjamin McIntyre, Bradley McIntyre
Name: Bradley McIntyre	
Telephone: 2085732182	Email: farmerbrad71@gmail.com
Name: Benjamin McIntyre	
Telephone: 2085731778	Email: farmerben71@gmail.com

Updated: 12/30/2021 1



Environmental & Community Health Services

208 455 5400 • FAX 208 455 5405 • 13307 Miami Lane • Caldwell • Idaho • 83607 • phd3.idaho.gov

			TVIIdilli Laile C							
			On-Site Contac	ct						
Name of On-S	ite Contact: Maria	a McIntyre								
Telephone Nu	mber: 20857370	30	Email:	sales@mcinty	refamilyfarms.c	com				
☐ Owner	☑ Manager ☐ S	Supervisor 🗆 C	ther							
				ct Information						
	I Address(es) for I	ndividuals Requir		pection Reports:						
Name:			E-mail:							
Name:			E-mail:							
Name:	• • • • • • • • • • • • • • • • • • • •		E-mail:			• 1 144				
Please note	if no e-mail addr	esses are provide	d, inspection rep	orts, will be mail	ed to address pro	ovided				
		C	Operation Time	es						
☑Year Round	□Seasonal	From	to							
Hours of Oper	ation (please ente	er hours):								
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday				
9am - 5pm	9am - 5pm	9am - 5pm	9am - 5pm	9am - 5pm	9am-3pm	closed				
Please check each of the boxes after reading: Food license expiration. The license for an Idaho food establishment expires on December 31 of each year. Renewal of license. A renewal application and a license fee must be submitted to the regulatory authority by December 1 of each year for the next calendar year starting January 1. License is not transferable. A license may not be transferred when ownership changes, according to section 8-304.20. The new owner must apply for his own license. Idaho Food Code 8-301.11 and IDAPA 16.02.19 Application for License I have been given a copy of the Responsibilities of the Permit Holder – Initial BM I understand and hereby agree to comply with the rules governed by the Idaho Food Code, and the Responsibilities of the Permit Holder as contained in the Idaho Food Code Section 8-304.11. As the legal owner/agent I attest to the accuracy of the information provided in this application form. Signature of Owner/Agent Date 5/25/25 Indicate whether signature is that of Legal Owner or Agent Please print owner's name Bradley McIntyre										

An incomplete application will not be accepted or processed.

Make checks payable to Southwest District Health

Updated: 12/30/2021 2



Environmental & Community Health Services

208 455 5400 FAX 208 455 5405 13307 Miami Lane Caldwell Idaho 83607 phd3.idaho.gov

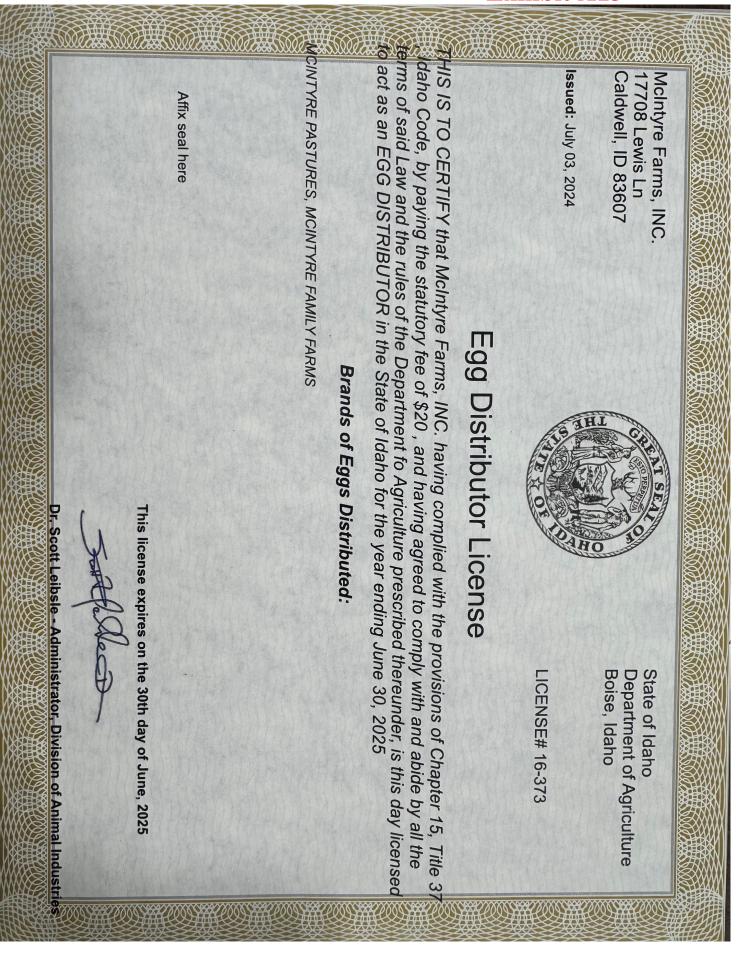
Idaho Food Code Compliance and Enforcement Policies

RESPONSIBILITIES OF THE PERMIT HOLDER § (8-304.11)

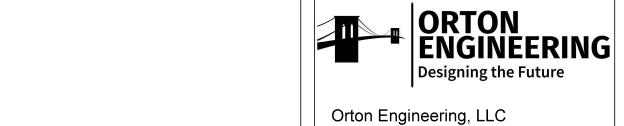
<u>Upon acceptance of the *Permit*</u> issued by Southwest District Health to operate a food establishment, <u>the permit</u> holder, in order to retain the *Permit* to operate the establishment shall:

- 1) Post the *Permit* in a location in the *food establishment* that is conspicuous to consumers;
- 2) Comply with the provisions of this Code including the conditions of a granted variance as specified under § 8-103.12 and approved plans specified under § 8-201.12;
- 3) If a *food establishment* is required under § 8-201.13 to have a Hazard Analysis Critical Control Point (HACCP) *Plan*, it must comply with the plan as specified under § 8-103.12;
- 4) Immediately contact *Southwest District Health* to report an illness of a food employee or a conditional employee as specified under § 2-201.11(B);
- 5) Immediately discontinue operations and notify Southwest District Health if an imminent health hazard may exist such as a fire, flood, extended interruption of electrical or water service, sewage backup, misuse of poisonous or toxic materials, onset of an apparent foodborne illness outbreak, gross unsanitary occurrence or condition. or any other circumstance that may endanger public health according to § 8-404.11;
- 6) Allow Southwest District Health or other health authority representatives upon due notice, reasonable access to the food establishment for inspections, information, or sample collection, and to access records, as specified under § 8-402.11;
- 7) Replacement of existing facilities and equipment specified under § 8-101.10 with facilities and equipment that comply with this Code if:
 - Southwest District Health directs the replacement because the facilities or equipment constitute a
 public health risk, are a nuisance, or no longer comply with their initial accepted criteria or
 intended use,
 - b) Southwest District Health directs the replacement of the facilities and equipment due to a change of ownership, or
 - c) The facilities and equipment are replaced in the normal course of operation.
- 8) Comply with directives of Southwest District Health including time frames specified for corrective actions on inspection reports, notices, orders, warnings, and other directives issued by Southwest District Health regarding the LICENSE HOLDER'S FOOD ESTABLISHMENT or in response to community emergencies.
- 9) Accept notices issued and served by Southwest District Health according to LAW and
- 10) Be subject to administrative, civil, injunctive, and criminal remedies authorized in LAW for failure to comply with this Code or a directive of Southwest District Health including time frames for corrective actions specified in inspection reports, notices, orders, warnings, and other directives.
- 11) Notify customers that a copy of the most recent establishment inspection report is available upon request by posting a sign or placard in a location in the food establishment that is conspicuous to customers or by another method acceptable to Southwest District Health.







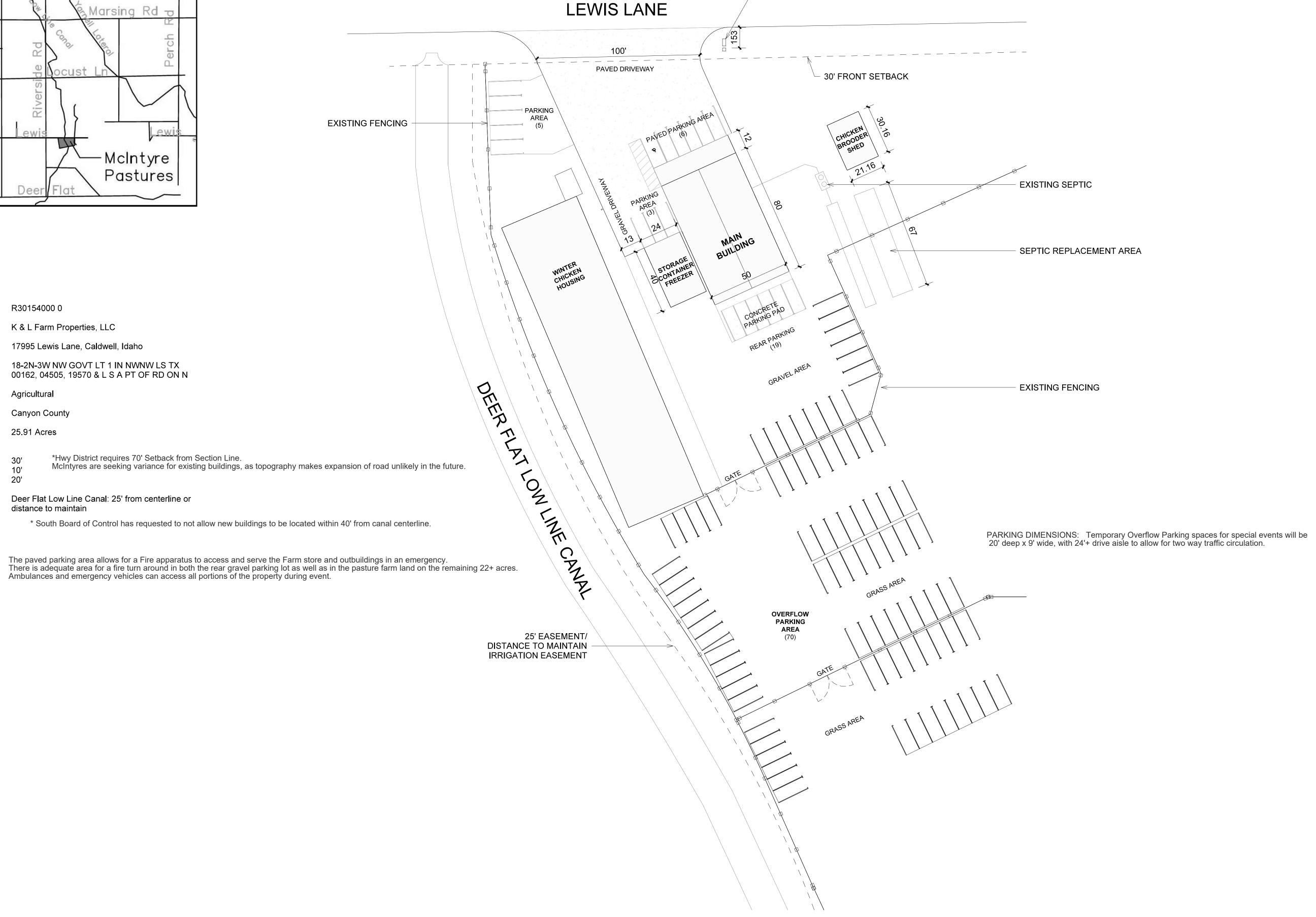


Orton Engineering, LLC 17338 Sunnydale Place Caldwell, ID 83607 208 350 9422 brentorton@ortonengineers.com

McIntyre Farms

Property:K L Farm Properties, LLC

10478 Riverside Rd, Caldwell, ID 83607



WATER SPIGOT

VICINITY MAP

SITE DATA:

PARCEL NO

OWNER

PROJECT ADDRESS

LEGAL DESCRIPTION

ZONE DESIGNATION

FRONTAGE

SIDE REAR

10. EMERGENCY ACCESS

JURISDICTION

7. SITE AREA

8. SETBACKS

9. EASEMENTS

EXISTING SITE PLAN

Marsing Rd o

-McIntyre

R30154000 0

Agricultural

25.91 Acres

Canyon County

distance to maintain

K & L Farm Properties, LLC

17995 Lewis Lane, Caldwell, Idaho

18-2N-3W NW GOVT LT 1 IN NWNW LS TX 00162, 04505, 19570 & L S A PT OF RD ON N

Deer Flat Low Line Canal: 25' from centerline or

* South Board of Control has requested to not allow new buildings to be located within 40' from canal centerline.

Pastures

EXISTING FENCING

MCINTYRE FARM STORE

17995 Lewis Ln, Caldwell, ID 83607

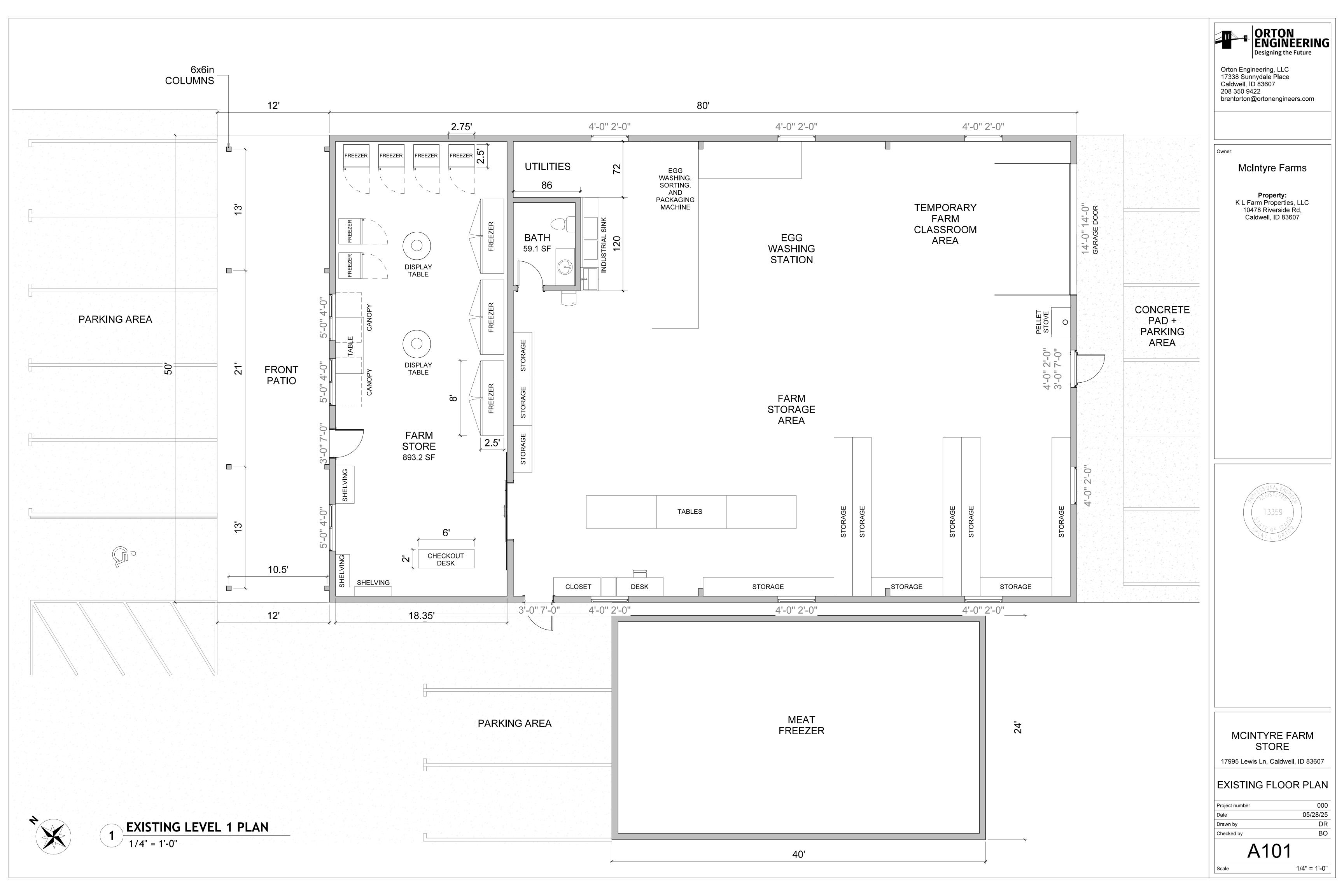
SITE PLAN

Project number 05/28/25 Drawn by Checked by

Scale

A100

As indicated



McIntyre Pastures ~ McIntyre Farms Store & Egg Packing Building BUILDING CODE SUMMARY

Exhibit A15

Name of Project: McIntyre Pastures Farm Store Address: 17995 Lewis Lane, Caldwell, Idaho Proposed Use: Agricultural Building with Farm Store Owner/Authorized Agent: Loren or Ben McIntyr E-Mail: mcintyrefarmsinc@gmail.com Owned By:	Private State	State (for MEP) State (for MEP) State (for MEP) State (for MEP) State (for MEP)
LEAD DESIGN PROFESSIONAL: Orton Engineerorton@ortonengineers.com	gineering, LLC, Brent Orton PE, MSCE	;
Idaho Adopted 2018 EDITION OF THE IBC EXISTING: ☐ Certificate of Occupancy ☐ CONSTRUCTED ORIGINAL		ition Upfit
☐ I-B	☐ NFPA 13 ☐ NFPA 13R	□ V-A □ V-B □ NFPA 13D
Gross Building Area:	New (co et)	Cup Total
FLOOR EXISTING (SQ FT) 1st Floor 4000 SF	NEW (SQ FT)	SUB-TOTAL
TOTAL		4000
Al	LLOWABLE AREA	
Business	A-1 A-2 A-3 A-4 A-5 Factory F-1 Moderate F-2 H-2 Deflagrate H-3 Combust H-1 I-3 I-4 1 2 3 4 5 R-1 R-2 R-3 R-4 S-2 Low High-piled Parking Garage Open Enclosed	-4 Health H-5 HPM
Secondary Occupancy: <u>B & M</u>		
☐ 413 ☐ 414 ☐ 415 ☐ 416 ☐ 4 Special Provisions: ☐ 509.2 ☐ 509.2		☐ 422 ☐ 423 <u></u>
Mixed Occupancy:	Separation: <u>0</u> Hr. Exception	on:
☐ Incidental Use Separation (508.2) ☐ Non-Separated Use (508.3.2)		

	The required	type of construction	on for the building shall be determined by applying the height and area
	limitations fo	or each of the appli	cable occupancies to the entire building. The most restrictive type of
	construction,	, so determined, sh	all apply to the entire building.
	Separated Us	se (508.3.3) - See	e below for area calculations
	For each stor	y, the area of the o	occupancy shall be such that the sum of the ratios of the actual floor area
	of each use d	livided by the allow	wable floor area for each use shall not exceed 1.
		f Occupancy A	
All a	owable Area	of Occupancy A	Allowable Area of Occupancy B
			< 1.00
_			+ + = <u>< 1.00</u>
All	lowable Are	a (T506.2) Allow	vable Stories (T504.4)
0	В	9000 ft ²	Stories: 2
0	М	9000 ft ²	Stories: 1
0	S-1	9000 ft ²	Stories: 1

1 story above grade plane, 9000 ft² NS Max (Building is under table value so no Area Increases were computed).

DESCRIPTION AND USE	(A) BLDG AREA PER STORY (ACTUAL)	(B) TABLE 506.2 ⁵ AREA	(C) AREA FOR FRONTAGE INCREASE ¹	(D) AREA FOR SPRINKLER INCREASE ²	(E) ALLOWABLE AREA OR UNLIMITED ³	(F) MAXIMUM BUILDING AREA ⁴
Store M	893.2 SF	9000 SF	Did not compute	0%	9000	9000 SF
Egg Washing/ Packaging B	531 SF	9000 SF	Did not compute	0%	9000	
Carton & Box Storage S- 1	2,374 SF	9000 SF	Did not compute	0%	9000	
	Store M Egg Washing/ Packaging B Carton & Box	AND USE BLDG AREA PER STORY (ACTUAL) Store M 893.2 SF Egg Washing/ Packaging B Carton & 2,374 SF Box	AND USE BLDG AREA PER STORY (ACTUAL) Store M 893.2 SF 9000 SF Egg Washing/ Packaging B Carton & 2,374 SF 9000 SF	AND USE BLDG AREA PER STORY (ACTUAL) Store M 893.2 SF Packaging B Carton & 2,374 SF Box BLDG AREA TABLE 506.2 ⁵ AREA FRONTAGE INCREASE ¹ P000 SF Did not compute Table 506.2 ⁵ AREA FOR FRONTAGE INCREASE ¹ Did not compute Did not compute	AND USE BLDG AREA PER STORY (ACTUAL) Store M 893.2 SF Packaging B Carton & 2,374 SF Box BLDG AREA TABLE 506.2 ⁵ AREA TABLE 506.2 ⁵ AREA FRONTAGE FRONTAGE INCREASE ¹ INCREASE ² Did not compute 0% O% O O O O O O O O O O O	AND USE

¹ Frontage area increases from Section 506.2 are computed thus:

- a. Perimeter which fronts a public way or open space having 20 feet minimum width = <u>296</u> (F)
- b. Total Building Perimeter = ____(P)
- c. Ratio (F/P) = $\underline{100\%}$ (F/P) d. W = Minimum width of public way = ____ (W) Limited to 30 by 506.2.1 (W/30 limited to 2) e. Percent of frontage increase $I_f = 100$ [F/P 0.25] x W/30 = ____ (%)

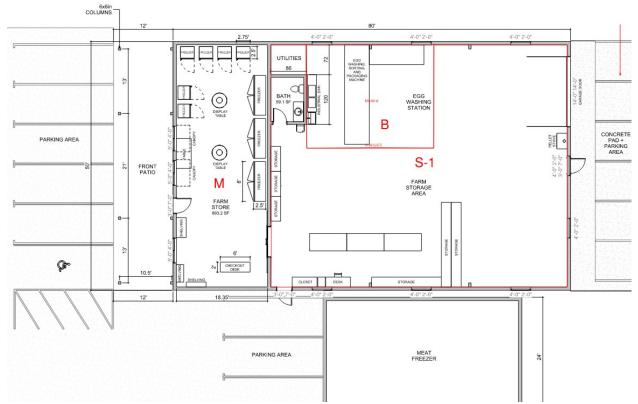


Figure 1 Occupancy Classifications by Area

Occupancy Classifications have been selected to most closely align with space utilization.

- M Appropriate for the store portion of the building
- S-1 S-1 Moderate Hazard Storage is necessary because cartons and boxes are stored (under 12' in height) in the building.
- Cartons are on Pallets and cannot be stacked (they stand about 5 feet high)
- Cardboard boxes are also stored on pallets (8 to 10 feet high)

B Business – this area is for the processing (washing and packing) of the eggs produced on the farm. (A Group F classification could also have been used – either is appropriate to this use).

ALLOWABLE HEIGHT

	ALLOWABLE (TABLE 504.3; 504.4)			CODE REFERENCE
Type of Construction	Type <u>V-B</u>		Type <u>V-B</u>	
Building Height in Feet	Feet _40'	Feet = H + 20' = 0	18'	T504.3
Building Height in Stories	Stories <u>1</u>	Stories + 1 = <u>0</u>	Stories 1	T504.4

FIRE PROTECTION REQUIREMENTS

BUILDING ELEMENT FIRE RATING DETAIL# DESIGN# DESIGN# FOR DESIGN#							
BOLEDING ELEVIENT	SEPARATION DISTANCE (FEET)	REQ'D	PROVIDED (W/* REDUCTION)	AND SHEET #	FOR RATED ASSEMBLY	RATED PENETRATION	FOR RATED JOINTS
Structural Frame, including columns, girders, trusses							
Bearing Walls							
Exterior							
North	>30ft (>100ft)	0hr					
East	>30ft (>600ft)	0hr					
West	>30ft (48ft)	0hr					
South	>30ft (>600ft)	0hr					
Interior							
Nonbearing Walls and Partitions Exterior walls							
North	>30ft (>100ft)	0hr					
East	>30ft (>600ft)	0hr					
West	>30ft (48ft)	0hr					
South	>30ft (>600ft)	0hr					
Interior walls and partitions		0					
Floor Construction Including supporting beams and joists		0					
Roof Construction Including supporting beams and joists		0					
Shaft Enclosures - Exit		0					
Shaft Enclosures - Other		0					
Corridor Separation		0					
Occupancy Separation		0					
Party/Fire Wall Separation		0					
Smoke Barrier Separation		0					
Tenant Separation		0					
Incidental Use Separation		0					

^{*} Indicate section number permitting reduction

Refer Conex Units (Refrigerated Shipping Containers – non-Ammonia unitized refrigeration units) are adjacent to the building as currently placed and have been regarded as equipment. Note that the preengineered building plans referred to the building as freezer storage because it was originally thought that the building would house the freezers. The refer units are weather capable shipping units and do not need to be kept, placed, or installed indoors. This provided important space for the agricultural processing application that the building has been used for as represented here (Specifications are available on request).

LIFE SAFETY SYSTEM REQUIREMENTS

Emergency Lighting:	☐ No ☐ Yes
Exit Signs:	☐ No ⊠ Yes
	☐ No ⊠ Yes
Smoke Detection Systems:	☐ No ☐ Yes ☐ Partial
Panic Hardware:	□ No □ Yes

EXIT REQUIREMENTS

NUMBER AND ARRANGEMENT OF EXITS

FLOOR, ROOM OR SPACE DESIGNATION	MINIMUM ² NUMBER OF EXITS		TRAVEL DISTAN	ARRANGEMENT MEANS OF EGRESS ^{1,3} (SECTION 1007.1.1)		
	REQUIRED	SHOWN	ALLOWABLE TRAVEL	ALLOWABLE TRAVEL ACTUAL		ACTUAL
		ON PLANS	DISTANCE	TRAVEL	DISTANCE	DISTANCE
			(TABLE 1015.1)	DISTANCE	BETWEEN	SHOWN ON
				SHOWN ON	EXIT DOORS	PLANS
				PLANS		
LEVEL 1			200	57' MAX	>93'/2=	85' OK
					46.5'	
SHARED						

¹ Corridor dead ends (Section 1017.3)

EXIT WIDTH & OCCUPANCY

USE GROUP OR SPACE	(a)	(b)		(c	e)		EXIT WIDTI	H (in) ^{2,3,4,5,6}	
DESCRIPTION	AREA ¹ sq. ft.	AREA ¹ PER OCCUPANT	CALCULATED OCCUPANT LOAD	EGRESS PER OCC (1005.	CUPANT	(SECTION	2D WIDTH 1005.3.2) b) x c	ACTUAL V SHOWN O	
		(TABLE 1004.5)	(a÷b)	STAIR	LEVEL	STAIR	LEVEL	STAIR	LEVEL
Total	4000SF (Gross)				0.2 in/occ		0.2*26= 5.3		3-0 (each)
Business (Egg Washing, Packing	531 SF	150	4						
Mercentile (Store)	893 SF	60	15						
Storage S-1	2374 SF	15	8						
Total Allowable Occupancy			26						

See Table 1004.1.1 to determine whether net or gross area is applicable. See definition "Area, Gross" and "Area, Net" (Section 1002)

Allowable Occupancies:

Level 1: 26

² Buildings with single exits (Table 1006.3.2), Spaces with one means of egress (Table 1006.3.3(2))

³ Common Path of Travel (Section 1006)

² Minimum stairway width (Section 1005.3.1); min. corridor width (Section 1005.3.2); min. door width (Section 1005.3.2)

³ Minimum width of exit passageway (Section 1021.2)

⁴ See Section 1005.6 for converging exits.

⁵ The loss of one means of egress shall not reduce the available capacity to less than 50 percent of the total required (Section 1005.1)

⁶ Assembly occupancies (Section 1025)

⁷ Max Occupancy with One Exit (Table 1006.2.1): 49

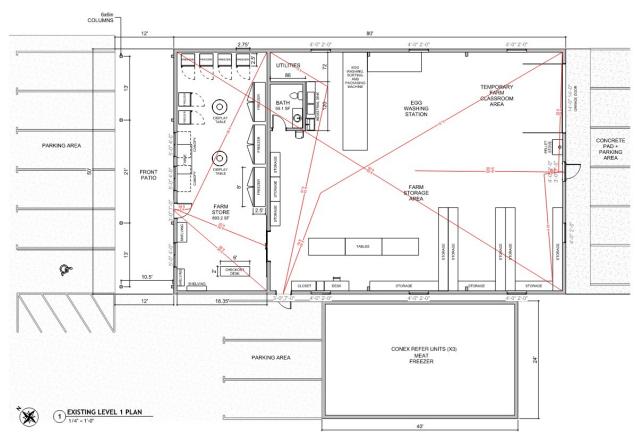


Figure 2 Exiting Path Lengths

While the facility could be served by a single exit, the exit configuration is convenient to the agricultural production operation and exits meet the distribution requirements of IBC.

STRUCTURAL DESIGN

SEE STRUCTURAL COMPUTATIONS AND ASCE HAZARDS REPORT

Canyon County Adopted Requirements:

Ground Snow Load	Wind Speed ^e (mph)	Seismic Design Category [®]		Frost Line Depth ^b	Termite ^c	Decay ^d	Winter Design Temp [†]	Ice Shield Underlaying Required [†]	g d	Air Freezing Index ^j	Mean Annual Temp ^k
25 psf	115 Exposure	В	Severe	24"	Slight to moderate	None to slight	10* F	No	CCFHAR 9/19/87	980	51* F

Building Plans			
 Building reactions are based on the following building data: 			
Width (ff) = 50.0 Length (ff) = 80.0 Erve Heighl (ff) = 80.0 Reof Slope (rise/12) = 15.0/ 1.0 Pad Load (psf) = 2.3 Colleteral Load (psf) = 20.0 Live Load (psf) = 50.0 Cround Snow Load (psf) (rg) = 20.0 Kind Speed (mph) (rg) = 102.0 Wind Speed (mph) = 105 Wind Speed (mph) = 10		Ground Snow Load 25 psf Roof Snow Load 17.5 psf Roof Live Load 20 psf Roof Collateral Load 5 psf Code: 2018 IBC	
Exposure	Pf = 0.7 Ce Ct Pg Ce = 1	S _{DS} 0.300 Seismic Design Category C Site Class D	Wind Speed 102 mph Exposure C Importance Factor 1.0
5. Loading conditions are: 1	Ct = 1.0 I = 1 Pg = 25.0 PSF Pf = 17.5 PSF UNBALANCED LOAD = 25.11 PSF	Other Loads: Soil Bearing 1500 psf (assumed) inches	

Seismic

Site Soil Class: Results:	Default			
PGA _M :	0.17	T _L :	6	
S _{MS} :	0.44	S _s :	0.29	
S _{M1} :	0.25	S_1 :	0.089	
S _{DS} :	0.29	V _{S30} :	260	
S_{D1} :	0.16			

Seismic Design Category: C

PLUMBING FIXTURE REQUIREMENTS

FROM IDAHO PLUBMING CODE, 2017:

TABLE 422.1 —continued MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES¹

				ATER DSETS ³	Urinals ⁴		TORIES ^{5,6}			
CLASS- IFICATION	OCCU- PANCY ²	DESCRIPTION	MALE	FEMALE	MALE	MALE	FEMALE	BATHTUBS/ SHOWERS	DRINKING FOUNTAIN	OTHER
(Most Restrictive of S-1, M, B)		B Business Occupancy	1:1-50 2:51- 100 3:101- 200 4:201- 400 >400 +1:500	1:1-15 2:16-30 3:31-50 4:51-100 8:101-200 11:201- 400 >400 +1:150	2:101- 200 3:201- 400	1:1-75 2:76- 150 3:151- 200 4:201- 300 5: 301- 400 >400+ 1:250	1:1-50 2:51-100 3:101-150 4:150-200 5: 201- 300 6: 301- 400 >400+ 1:200		1:150	1 service sink
(Most Restrictive of S-1, M, B)		S-1 Mod Haz Storage Occupancy	1:1-100 2:101- 200 3:201- 400 >400 +1:500	1:1-100 2:101-200 3:201-400 >400 +1:150		1:1-200 2:201- 400 3:400- 750 >750+ 1:500	1:1-200 2:201-400 3:400-750 >750+ 1:500	_	1:1-250 2:251-500 3:501-750 >750+1:500	1 service sink
(Most Restrictive of S-1, M, B)		M Mercantile Occupancy	1:1-100 2:101- 200 3:201- 400 >400 +1:500	1:1-100 2:101-200 3:201-400 >400 +1:200		1:1-200 2:201- 400 >400+ 1:500	1:1-200 2:201-300 3:301-400 >400+ 1:400	_	1:1-250 2:251-500 3:501-750 >750+1:500	1 service sink

- Notes:

 1 The figures shown are based upon one fixture being the minimum required for the number of persons indicated or any fraction thereof.

 2 A restaurant is defined as a business that sells food to be consumed on the premises.

 a. The number of occupants for a drive-in restaurant shall be considered as equal to the number of parking stalls.

 b. Hand-washing facilities shall be available in the kitchen for employees.

 3 The total number of required water closets for females shall be not less than the total number of required water closets and urinals for males.

 4 For each urinal added in excess of the minimum required, one water closet shall be permitted to be deducted. The number of water closets shall not be reduced to less than two thirds of the principles of the property of the to less than two-thirds of the minimum requirement.
- Group lavatories that are 24 lineal inches (610 mm) of wash sink or 18 inches (457 mm) of a circular basin, where provided with water outlets for such space, shall be considered equivalent to one lavatory.

 Metering or self closing faucets shall be installed on lavatories intended to serve the transient public.

	USE	WATER	CLOSETS	URINALS	LAVA	TORIES	SHOWERS/	DRINKING	FOUNTAINS
	_	MALE	FEMALE		MALE	FEMALE	TUBS	REGULAR	ACCESSIBLE
SPACE	REQUIRED	1	1	0	1	1	0	0 (IDAPA	
								24.39.30)	
		(One To	otal)		(One To	tal)			
	PROPOSED	1	1	0	1	1	0		

ACCESSIBLE PARKING

LOT OR PARKING	TOTAL# OF PA	ARKING SPACES	# OF ACCESSIBLE	E SPACES PROVIDED	TOTAL#
AREA	REQUIRED	PROVIDED	REGULAR	VAN SPACES WITH 8'	ACCESSIBLE
				ACCESS AISLE	
Store	4.5	6	5	1	1
Balance of Bld	6 (6 employees)	9	9	-	
TOTAL	11	15	14	1	1

ENERGY SUMMARY

ENERGY REQUIREMENTS:

The following data shall be considered minimum and any special attribute required to meet the energy code shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If energy cost budget method, state the annual energy cost budget vs allowable annual energy cost budget.

THERMAL ENVELOPE (Energy Calculations by Others)

Method of Compliance: □ Prescriptive % Glazed Wall Area Performance Energy Cost Budget Roof/ceiling Assembly (each assembly) Description of assembly: U-Value of total assembly R-Value of insulation Skylights in each assembly: N/A U-Value of skylight total square footage of skylights in each assembly Exterior Walls (each assembly) Description of assembly: U-Value of total assembly R-Value of insulation Openings (windows or doors with glazing) U-Value of assembly shading coefficient projection factor low e required, if applicable

Walls adjacent to unconditioned space (each assembly)

Description of assembly
U-Value of total assembly
R-Value of insulation
Openings (windows or doors with glazing)
U-Value of assembly
Low e required, if applicable
Door R-Values

Door it varaes

Door R-Values

Walls below grade (each assembly)

Description of assembly U-Value of total assembly R-Value of insulation

Floors over unconditioned space (each assembly)

Description of assembly U-Value of total assembly R-Value of insulation

Floors slab on grade

Description of assembly U-Value of total assembly R-Value of insulation Horizontal/vertical requirement slab heated

ELECTRICAL SUMMARY

ELECTRICAL SYSTEM AND EQUIPMENT

Method of Complian	ice:					
□ Prescriptive	Performance	☐ Energy Cost Budget				
Lighting schedule						
1 7 1	quired in fixture					
	imps in fixture					
• •	used in the fixture					
11	allasts in fixture					
total wattage	•					
	wattage specified vs allow					
total exterior	wattage specified vs allow	ved				
	es with motors (not used for	or mechanical systems)				
motor horse						
number of pl						
minimum ef	ficiency					
motor type						
# of poles						

MECHANICAL SUMMARY

MECHANICAL SYSTEMS, SERVICE SYSTEMS AND EQUIPMENT

Method of Compliance					
Thermal Zone					
winter dry bulb					
summer dry bulb					
Interior design conditions					
winter dry bulb					
summer dry bulb					
relative humidity					
Building heating load					
Building cooling load					
Mechanical Spacing Conditioning System					

Unitary
description of unit
heating efficiency
cooling efficiency
heat output of unit
cooling output of unit

Boiler

total boiler output. If oversized, state reason.
Chiller
total chiller capacity. If oversized, state reason.

List equipment efficiencies

Equipment schedules with motors (mechanical systems)

motor horsepower number of phases minimum efficiency motor type # of poles

ENGINEERED BUILDING LOADS AND CERT (BY OTHERS)

2 Of 295 All openings in the exterior walls of this structure, noted as fully enclosed, shall be rated for the wind loads indicated, both pressure and suction, for the This certification is strictly limited to the design of structural components designed and manufactured by R & M Steel Co. for the loads and standards shown. Certification does not extend to foundation, mechanical, electrical, plumbing, fire protection, civil work, architectural responsibilities, overall project specification compliance not so indicated. When properly erected, according to the R & M Steel Co. plans, on an adequate foundation, this R & M Steel Co. building has been designed to safely sustain these loads. coordination, erection supervision or inspection or other aspects of code or PACTES SIONAL EN BORNAL EN AISC Manual for Steel Construction 360-16 and the AISI \$100-16 Cold Form page THE OF IDATION OF IDATION MAY 1.2 2021 DESIGNED BY CHECKED BY LABBL14 highest zone in the location where the opening is installed. Steel members are designed in general accordance with the R & M STEEL COMPANY DESCRIPTION FREEZER, STORAGE CUSTOMER MCINITRE FARMS JOB NO. 05008016 LABEL18 Steel Design Manual. R & M STEEL CO. P.O. Box 580 Caldwell, idelyo 53606 208-464-1600 Fax 208-464-1801

ROLLS SIONAL ENCHA 1 Of 295 NASS SATE OF IDEN SOIAH V. LA This document shall serve to certify that the above referenced building has been designed by this IAS AC472 accredited manufacturer in accordance with MAY 1 2 2021 Page 5/10/2031 DESIGNED BY CHECKED BY LABEL14 DATE LETTER OF DESIGN CERTIFICATION the order documents and information shown below: 102 79.01 FREEZER STORAGE No 25.00 0.00 1.00 17.50 1.00 1.00 5.00 1.00 closed 0.18 20.00 MCINTYRE FARMS 1 II - Normal OSMF OSCBE R & M STEEL COMPANY DESCRIPTION PREEZER STORAGE CALDWELL, ID : 50 x 80 x 16 CUSTOMER MCINTYRE FARMS 0.30 0.17 C 1.00 JOB NO. 05008016 Ground Snow Load (Pg) Min Uniform Roof Snow Load (psf) Ss (tg): 0.29 Sds Si (tg): 0.10 Sdi Seismic Design Category Seismic Importance Factor BASIC Wind Speed, V (mph) Wind Speed, Vasd (mph) Roof Live Load (psf) Roof Live Load Reducible Basic Structural System DESIGN STANDARD; IBC 18 Closed / Open / Partial Snow Importance Factor Rain on Snow (psf) Wind Importance Factor Collateral Load (psf) Building Description EARTHQUAKE LOAD DATA OCCUPANCY CATEGORY Cs : I x Sds / R TOTAL BASE SHEAR : LONGITUDINAL FORCE Analysis Procedure GRAVITY LOAD DATA Project Location TRANSVERSE FORCE WIND LOAD DATA Wind Exposure Customer Name Project Name 3.00 P.O. Box 580 Caldwelf, Idaho 63606 206-454-1800 Fax 208-454-1801 Site Class Pf (psf)



ASCE Hazards Report

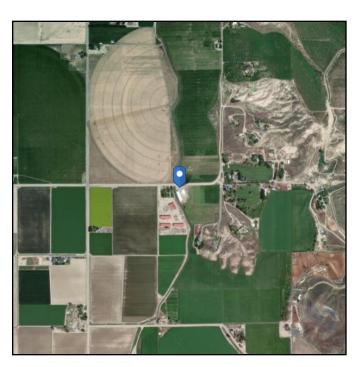
Address:

No Address at This Location

Standard: ASCE/SEI 7-22 Latitude: 43.516329
Risk Category: || Longitude: -116.75081

Soil Class: Default Elevation: 2354.896600743828 ft

(NAVD 88)





Wind

Results:

Wind Speed 101 Vmph 10-year MRI 71 Vmph 25-year MRI 77 Vmph 50-year MRI 82 Vmph 100-year MRI 87 Vmph 300-year MRI 95 Vmph 700-year MRI 101 Vmph 1,700-year MRI 108 Vmph 3,000-year MRI 112 Vmph 10,000-year MRI 122 Vmph 100,000-year MRI 140 Vmph 1,000,000-year MRI 158 Vmph

Data Source: ASCE/SEI 7-22, Fig. 26.5-1B and Figs. CC.2-1–CC.2-4, and Section 26.5.2

Date Accessed: Fri May 23 2025



Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-22 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years). Values for 10-year MRI, 25-year MRI, 50-year MRI and 100-year MRI are Service Level wind speeds, all other wind speeds are Ultimate wind speeds.

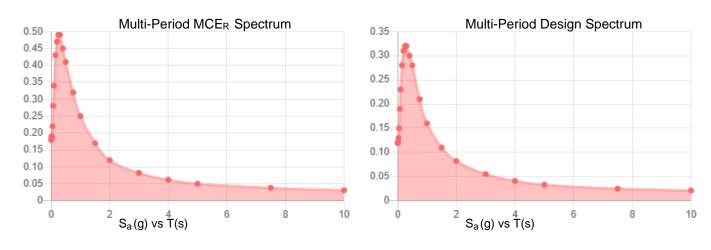
Site is not in a hurricane-prone region as defined in ASCE/SEI 7-22 Section 26.2.

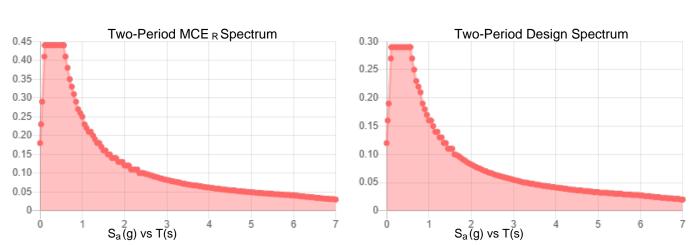


Seismic

Site Soil Class: Results:	Default			
PGA _M :	0.17	T _L :	6	
S _{MS} :	0.44	S _S :	0.29	
S _{M1} :	0.25	S_1 :	0.089	
S _{DS} :	0.29	V _{S30} :	260	
S _{D1} :	0.16			

Seismic Design Category: C





MCE_R Vertical Response Spectrum Vertical ground motion data has not yet been made available by USGS.

Design Vertical Response Spectrum Vertical ground motion data has not yet been made available by USGS.



Data Accessed: Fri May 23 2025

Date Source:

USGS Seismic Design Maps based on ASCE/SEI 7-22 and ASCE/SEI 7-22 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-22 Ch. 21 are available from USGS.



Ice

Results:

Ice Thickness: 0.25 in.

Concurrent Temperature: 15 F

3-s Gust Speed 48 mph

Data Source: Standard ASCE/SEI 7-22, Figs. 10-2 through 10-8

Date Accessed: Fri May 23 2025

Ice thicknesses on structures in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

Values provided are equivalent radial ice thicknesses due to freezing rain for 250, 500, 1,000, and 1,400-year mean recurrence intervals along with concurrent 3-s gust speeds and concurrent air temperatures. The shading indicates special icing regions, with elevations above 2,100 ft (640 m) in the east, 6,000 ft (1829 m) in the west, and 1,600 ft (488 m) in Alaska, with sparse weather station data for determining design ice loads. In these regions, as well as in regions with complex terrain causing unusual icing conditions and regions where snow or in-cloud icing results in larger loads, the mapped values should be adjusted based on a combination of local historical records and experience, reanalysis data, and numerical weather prediction systems.

Snow

Results:

Ground Snow Load, p_g : 24 lb/ft 2 20-year MRI Value: 6.79 lb/ft 2 Winter Wind Parameter: 0.25

Mapped Elevation: 2409.0 ft

Data Source: ASCE/SEI 7-22, Figures 7.6-1 and 7.6-2 A-D

Date Accessed: Fri May 23 2025

Values provided are ground snow loads. In areas designated "case study required," extreme local variations in ground snow loads preclude mapping at this scale. Site-specific case studies are required to establish ground snow loads at elevations not covered.

Snow load values are mapped to a 0.5 mile resolution. This resolution can create a mismatch between the mapped elevation and the site-specific elevation in topographically complex areas. Engineers should consult the local authority having jurisdiction in locations where the reported 'elevation' and 'mapped elevation' differ significantly from each other.

Ground Snow Loads for IRC only, $p_{g(asd)}$: 16.8 lb/ft²



Rain

Results:

15-minute Precipitation Intensity: 3.2 in./h

60-minute Precipitation Intensity: 1.16 in./h

Data Source: NOAA National Weather Service, Precipitation

Frequency Data Server, Atlas 14(https://

Date Accessed: www.nws.noaa.gov/oh/hdsc/)
Fri May 23 2025



Flood

Results:

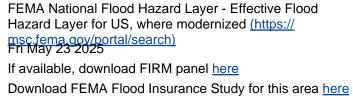
Flood Zone Categorization: X (unshaded)

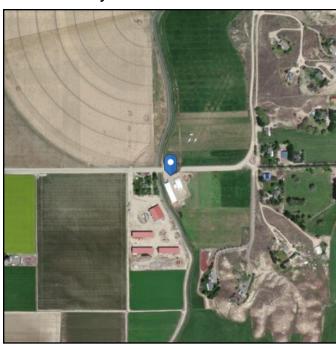
Base Flood Elevation:

Data Source:

Date Accessed: FIRM Panel:

Insurance Study Note:





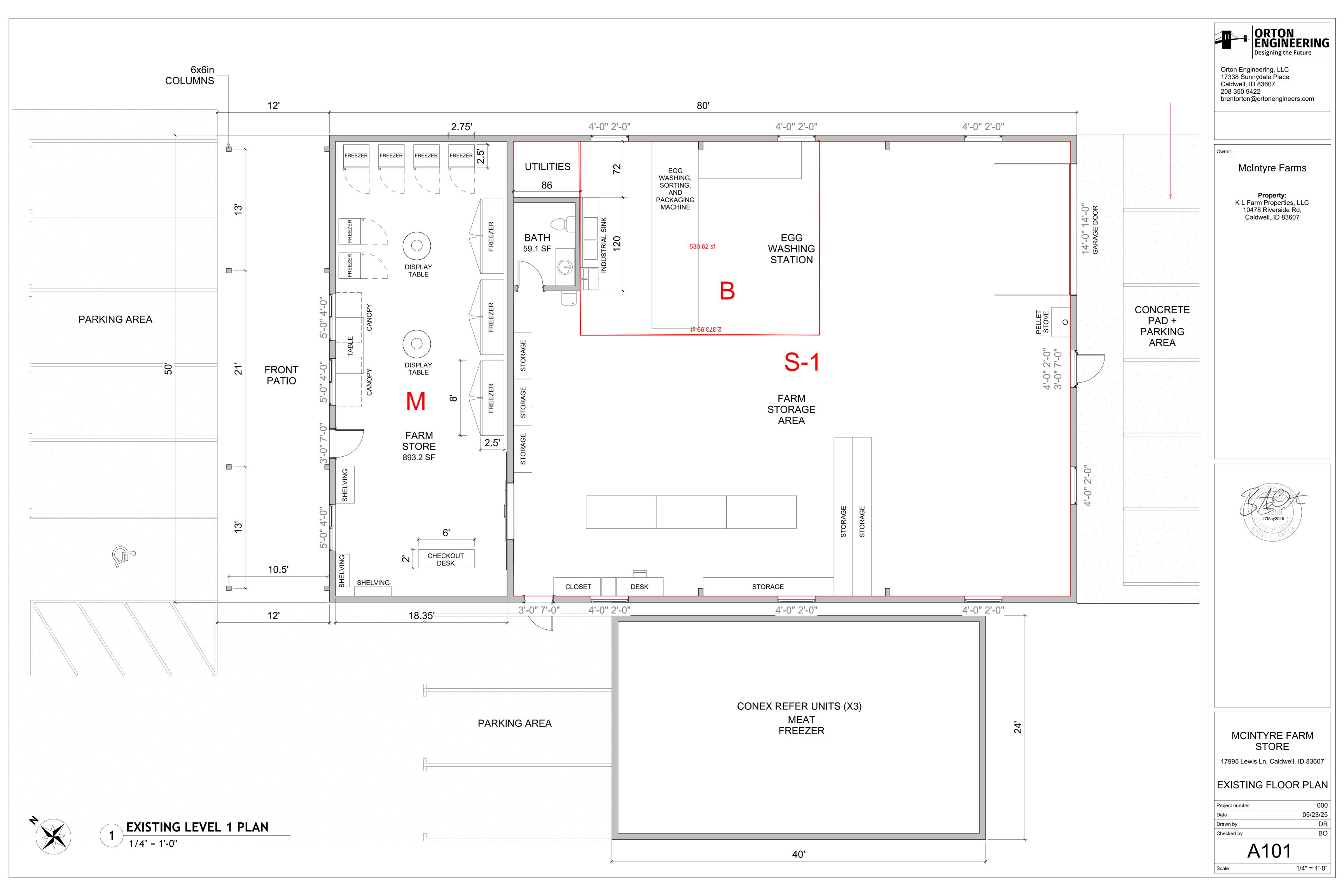


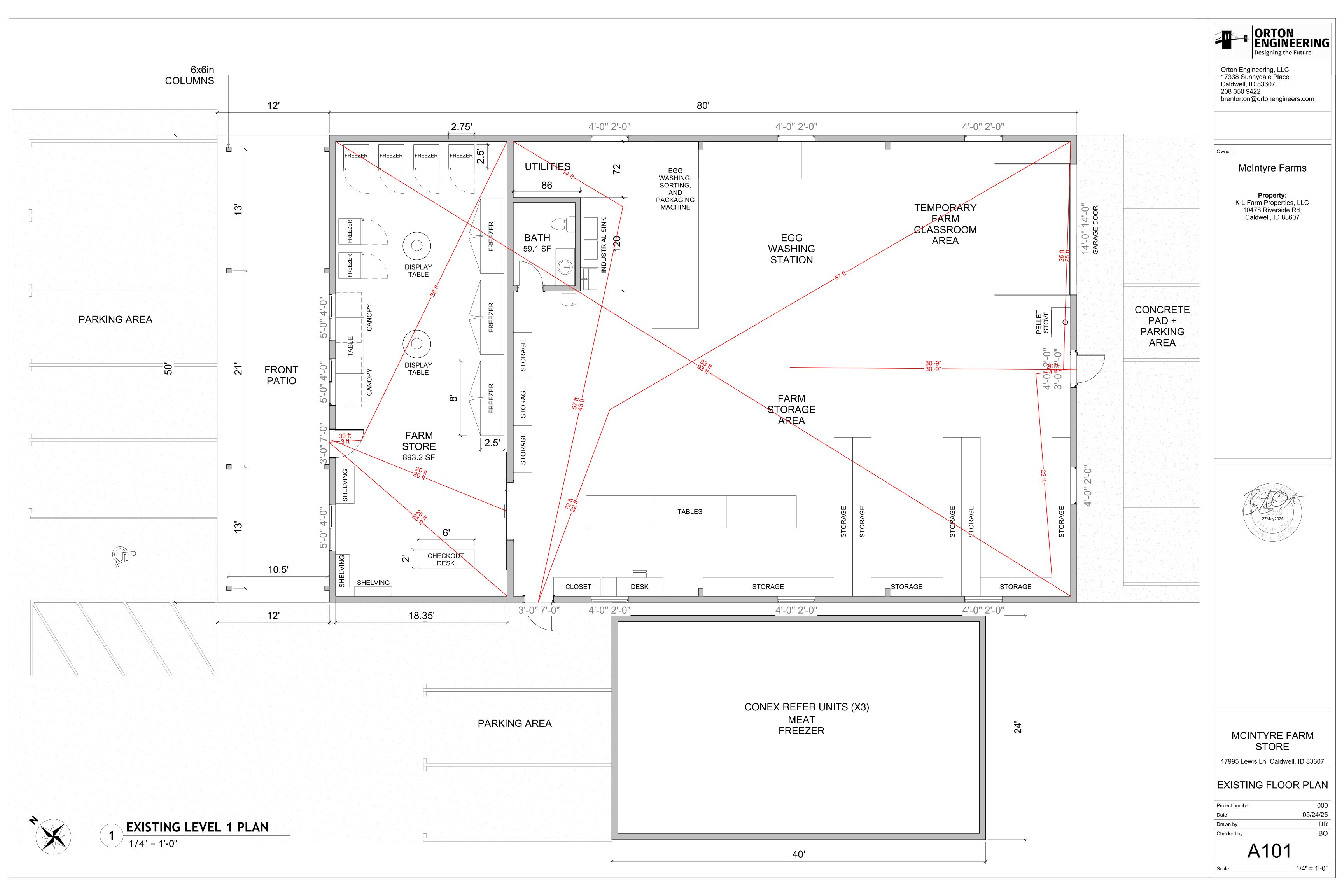
The ASCE Hazard Tool is provided for your convenience, for informational purposes only, and is provided "as is" and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

ASCE does not intend, nor should anyone interpret, the results provided by this Tool to replace the sound judgment of a competent professional, having knowledge and experience in the appropriate field(s) of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the contents of this Tool or the ASCE standard.

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https://ascehazardtool.org/ Page 8 of 8 Fri May 23 2025





SIGN PERMIT APPLICATION

Exhibit A16.1

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



	OWNER NAME: Loren McIntyre			
PROPERTY OWNER	MAILING ADDRESS: 10499 Randall Ln. Caldwell, ID 83607			
	PHONE: 2085731778 EMAIL: mcintyrefarmsinc@gmail.com			
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:	1 M Date: 23 MAY 2025			
(AGENT)	CONTACT NAME: Ben McIntyre			
	COMPANY NAME: McIntyre Farms			
SIGN CONTRACTOR	MAILING ADDRESS: 10478 Riverside Rd. Caldwell, ID 83607			
	PHONE: 208-573-1778 EMAIL: farmerben71@gmail.com			
SITE INFO	STREET ADDRESS: 17995 Lewis Ln, Caldwell, ID 83607			
	PARCEL #: 30154000 0 LOT SIZE/AREA: 25.91			
	LOT: BLOCK: SUBDIVISION:			
	QUARTER: NW SECTION: 18 TOWNSHIP: 2N RANGE: 3W			
	ZONING DISTRICT: Agricultural FLOODZONE (YES/NO): No			
SIGN DIMENSIONS	HEIGHT 6' WIDTH 1" LENGTH 15'			
	SQUARE FOOTAGE OF SIGN FACE 90sqft			
	SIGN TYPE: WALL FREESTANDING OTHER			
	IS THE SIGN? (YES/NO) ILLUMINATED NO HAVE MOVING PARTS NO			

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



Orton Engineering, LLC 17338 Sunnydale Place Caldwell, ID 83607 (208) 350 - 9416 brentorton@ortonengineers.com

McIntyre Sign Permit Letter of Intent

Sign Permit Owner: McIntyre Pastures 17995 Lewis Ln, Caldwell, ID 83607 208-573-1773

May 27, 2025

Exhibit A16.2

Canyon County
Development Services Department
111 North 11th Avenue, #310
Caldwell, ID 83605

Dear Canyon County Development Services,

Orton Engineering, LLC is representing McIntyre Pastures, located at 17995 Lewis Ln, Caldwell, ID 83607, Parcel #30154000 0 in seeking approval for a storefront wall sign.

We propose the installation of a permanent exterior wall-mounted sign to properly identify the business. The following is the proposed specifications of the sign:

Height: 6 feet Width: 1 inch Length: 15 feet Total Sq. Ft: 90

The sign will be installed on the front facing facade of the building, oriented towards the NW in order to be seen from Lewis Lane, which runs in front of the business in order to provide ease of visibility for the public.

The sign will display the business name and logo. It will be simple and aesthetic.

Again, it will be wall-mounted. There will be no illumination. There are no moving parts on the sign.

We respectfully request the review and approval of this sign permit application. Please do not hesitate to reach out with any questions or clarifications.

Thank you for your time and consideration in this matter.

Respectfully,

Brent L. Orton, PE Orton Engineering, LLC

Exhibit A16.3

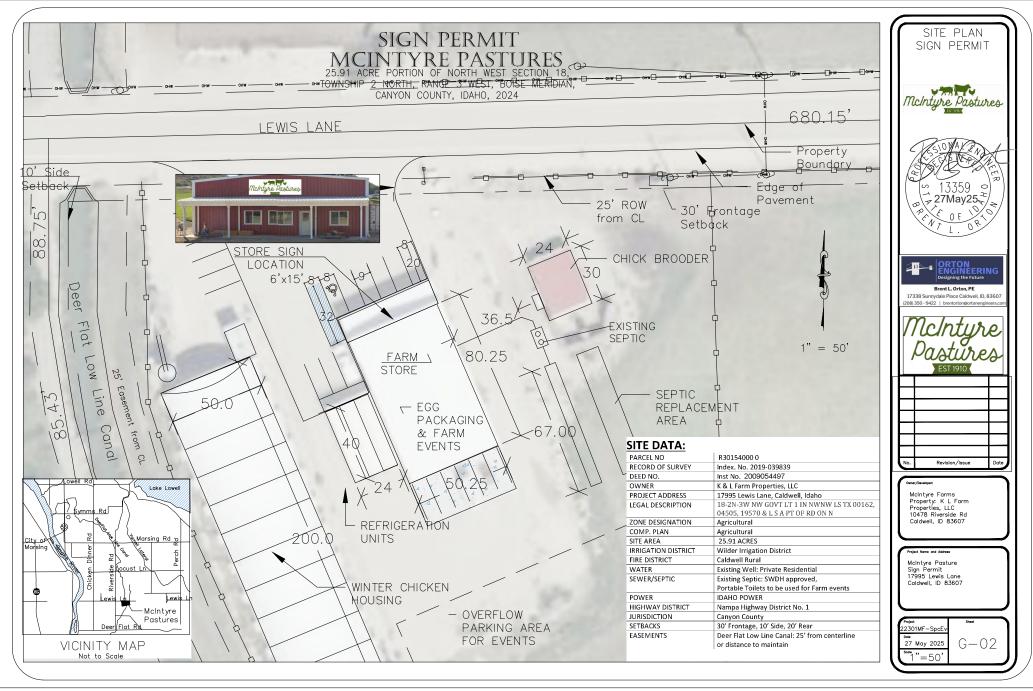




Exhibit A17

CONDITIONAL USE PERMITPUBLIC HEARING - APPLICATION

	OWNER NAME: McIntyre Farms	s, K & L Properties, Agent: Ben McIntyre	
PROPERTY OWNER	MAILING ADDRESS: 10478 Rive	erside Rd Caldwell ID 83607	
OWNER	PHONE:	EMAIL:	
	208 573 1778	FarmerBen71@gmail.com	
	• •	/ Commissioners to enter the property for site	
inspections. If the		please include business documents, including	
\mathcal{D}_{a}	those that indicate the person(s) who are eligible to sign. 8en McJuf we 03/25/2024		
Signature:	n McIntyre		
	APPLICANT NAME:		
APPLICANT:	Brent Orto	on	
IF DIFFERING FROM THE	COMPANY NAME: Orton Eng	gineering, LLC	
PROPERTY	MAILING ADDRESS: 17338 Su	unnydale Place, Caldwell, ID 83607	
OWNER	PHONE: (208)350-9422	EMAIL: brentorton@ortonengineers.com	
	STREET ADDRESS:	and to Oaldwell ID 00007	
	17995 L	Lewis Ln, Caldwell, ID 83607	
	STREET ADDRESS: 17995 L PARCEL NUMBER: 3015400		
SITE INFO	PARCEL NUMBER:	00 0	
t	PARCEL NUMBER: 3015400 PARCEL SIZE: 25.91 Acre REQUESTED USE:	00 00 es	
t	PARCEL NUMBER: 3015400 PARCEL SIZE: 25.91 Acre REQUESTED USE: Permit for Farm Store / Nursery (retail/w	00 0 es wholesale), Special Agritourism Events, & Egg / Food Pro	
t	PARCEL NUMBER: 3015400 PARCEL SIZE: 25.91 Acre REQUESTED USE:	00 0	

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



Exhibit A17.1 Addendum Letter of Intent

Orton Engineering 17338 Sunnydale Place Caldwell, ID 83607 (208) 350 - 9416 brentorton@ortonengineers.com

Farm Store/Events - Conditional Use Permit
Owner: McIntyre Farms
Parcel: 301540000
17995 Lewis Lane, Caldwell, Idaho

May 29, 2025

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

Subject: Addendum to Original Letter of Intent for Conditional Use Application for Farm Store and Agritourism Special Event Venue

Dear Canyon County Development Services and Planning and Zoning Commission or Hearing Examiner:

This letter is an addendum to the previously submitted Letter of Intent for McIntyre Pastures to clarify the requested Conditional Use Permit.

The McIntyres are seeking a conditional use permit for the following:

- 1. Farm Store
- 2. Egg Packaging Operation
- 3. Agritourism Events such as Farm Tours and Events, Farm to Fork Dinners, Farm Festivals, Farm/Agricultural Educational Classes, etc.

In working with the Development Services Team assisting us with the case, it become apparent that a use must be identified to which the use desired is most similar. This will allow us to demonstrate compliance with county code and provide a clear path of decision for the hearing officer or body. Many land use codes, including ours, guide to identify the most similar use to that desired by which to consider an allowed or conditional use.

The Conditional Use Land Use Designations from the Canyon County Code that relate most to the McIntyres operation include the following:

Zoning Classification	Α
Animal facility (large): bird farm, calf raising operation, dairy, feedlot, and swine farm1	С
Contractor shop	С
Farm implement sales or service, farm supply sales	С
Food processing facility	С

Nursery (retail/wholesale)	С
Sale (commercial) of hay, grain, seed and related supplies	С
Similar uses to a conditional use	С
Special events facility	С

Conditional Use Permit Category:

- 1. **Farm Store:** The products that are sold at the McIntyre Farm Store can be found on their website: https://mcintyrefamilyfarms.com/store, and include beef, pork, chicken, fish, eggs, raw milk and dairy products, farm swag, honey, dry goods and tallow/soap. Roughly 93.5% of the products offered online and at their store are produced directly by the McIntyres on their farm, and 6.5% are products that McIntyre's are reselling. There is not a specific category for a Farm store in the land use matrix of the code, but those that are similar include:
 - a. "Similar Uses to a Conditional Use";
 - b. Sales "Farm implement sales or service, Farm Supply Sales;
 - c. Sales (commercial) of hay, grain, seed and related supplies";
 - d. "Nursery (retail/wholesale)"

Interestingly, while plant sales are not the main feature at the farm, the Nursery (Retail/Wholesale) category may be an appropriate fit based on the sales of products generated on the farm and the lesser resale offerings of items from other local producers. This most similar fit for the McIntyres, "Nursery (retail/wholesale)," is defined in the code as:

"NURSERY (**RETAIL**/WHOLESALE): **The selling of products** and plants **at retail and/or wholesale.**"

This employs the "Similar Uses to a Conditional Use" category in the land use table which reinforces the guidance to citizens and staff to utilize the most aligned fit within the land use table and which would allow the flexibility to cover all that the McIntyre's are seeking to do.

It should be noted that the McIntyre's have a Seller's Permit through the State of Idaho that allows them to sale their own products and resale the products of others so their operation is consistent with Idaho Rules and Law pertaining to selling their ag products.

- Egg Packaging Operation: We believe the conditional use category that most closely fits
 this is the "Food Processing Facility" non/restaurant. The McIntyres already have an Egg
 Candler's license and egg distributor's license from the Idaho Department of Agriculture.
 They have also applied with Southwest District Health for a Food Establishment License
 Permit.
- 3. **Agritourism Events:** The "**Special Events Facility**" category fits well with this request for Farm Tours, Farm to Fork Dinners, Seasonal Festivals, and Agricultural Educational Classes offered. Canyon County Code provides this definition: "SPECIAL EVENTS: Any temporary event including, but not limited to, weddings, picnics, barbecues, holiday events and parties, dances, concerts, footraces and walks, bazaars, and harvest festivals."

The McIntyre's plan to hold no more than 10 special events per month, excluding the Farm to Fork Dinner Events; no more than 6 Farm to Fork dinners in a calendar year. This is a greater number of events than have occurred previously, but allows room for growth and an enhancement to our local agritourism. These events also generate a greater appreciation

among members of the community and visitors for the value and importance of agriculture. For Farm events, appropriate SWDH Food Establishment Licensing and Permitting shall be obtained by the McIntyres or a licensed caterer to prepare and serve food at special events.

McIntyres anticipate no more than 250 attendees at special events. While typically less than 50 people have attended past events, McIntyres hope and desire the flexibility to grow their events to include more people. All amplified noise associated with events shall be turned off no later than 10pm. During Special Events, the number of portable restrooms shall be as recommended by the Southwest District Health and the Technical Guidance Manual. Dust Mitigation measures will be employed, such as maintaining the gravel and the grass overflow parking lot so as to not become a nuisance.

Adequate parking and an Americans with Disabilities with Amendments Act (ADA or ADAA) accessible parking space for the Farm Store are provided for on the paved front parking area in front of the Store. For small agritourism or farm educational experiences, or smaller Farm to Fork dinners, there are 19 graveled parking spaces 9'x20' in the back of the Farm Store building. For larger special events, such as farm seasonal festivals, there is overflow parking on the grass parking area that can be increased or decreased as needed. For parking circulation all drive aisle will be at least 24' wide and parking spaces 9' x 20'. A parking circulation plan has been created that demonstrates ample room for 89 total parking spaces.

Farm Store Size

In the current Canyon County Code the allowed uses in an agricultural zone related to the McIntyre's Farm operation shown on the land use matrix include

Zoning Classification	Ag
Accessory uses and/or structures to allowed use	А
Agricultural research facility	Α
Agriculturally related activities	А
Agriculture, except those animal uses with more restrictive provisions within this article and all other uses specifically listed in other zones1	Α
Animal facility (small) on 5 acres or more1	Α
Animals are allowed as long as it is not an animal facility or CAFO1	А
Nursery	Α
Outdoor sales or displays (accessory to allowed use)	А
Seasonal activities	А
Similar uses to allowed use	Α

07-02-03 outlines the following related definitions (with **Emphasis Added**):

AGRICULTURE: "Tilling of soil, pasturage, sod/turf farms, horticulture, aquaculture, viticulture, floriculture, raising crops directly from the soil, raising livestock, poultry, poultry products, dairy animals and dairy products, beekeeping or beekeeping products, fur animals, trees grown in row crop fashion, fruits of all kinds and their products, floral and ornamental and greenhouse products, including all uses and facilities customarily accessory and incidental thereto, including, but not limited to, the storage and warehousing of fertilizers or agricultural produce or raw products".

AGRICULTURALLY RELATED ACTIVITIES: "Uses that include incidental farm equipment sales and service, incidental farm supply sales, roadside stands, sod and/or turf farms, U-pick fruit or vegetables, corn mazes, and similar uses that do not involve processing (except those incidental operations necessary to prepare for market or to convert into marketable form)."

Note that 07-14-23 limits a Roadside Stand to 400 sq feet.

The above listed uses are those allowed uses for properties in the agricultural zone. These appear to fit with what the outputs of their operation to provide pasture raised beef, pork, chicken, turkey, milk and eggs to the community, as well as the sale of the farm crops that McIntyres produce on their farm. Allowed uses, of course, may occur without a conditional use permit.

While a 400 sq ft roadside stand is already an allowed use under the Canyon County Code, the McIntyre's are not seeking to do a roadside stand, but a larger Farm Store where they can store their products, provide refrigeration and freezers for the meat, eggs and milk and milk products, and display the products that they have produced at their farm for sale to their clients. The McIntyre's current Farm Store area of their farm storage building is just under 900 sq ft and modest in size compared to neighboring Farm stores, Fruit Stands and Wineries in the Treasure Valley. The farm store does not fit the typical roadside stand, nor the typical retail store, hence the consideration of most similar uses.

Some farm supply operations, nurseries or contractor shops are not limited by square footage according to the code. Here's why considering the McIntyre's use to be in alignment with and most similar to the definition of a Nursery (retail/wholesale) use. A **NURSERY is:** "A place where plants are grown for sale or transplanting and **where seventy five percent (75%) of the products offered for sale are grown on the premises."** The McIntyres do grow their own hay and grain as well as their own animal meat, milk and egg products, and in alignment with this definition **over 75%** of the products offered at their farm store are grown on the premises. Since Nursery's are already an allowed use in the agricultural zone, it could be argued that the Farm Store if using the definition of a Nursery is already an allowed use in an agricultural zone, without any limitations needing to be placed on the size of their Farm store. They do resell some products and goods from other producers. The proportion of these sales is less in quantity and volume than 25% of the total sales.

In order to cover all the proposed uses of the Farm Store, Special Events and Egg Processing Facility, the McIntyres would ask for approval of the conditional use request to approve their McIntyre Pastures Farm Store under the [Nursery (Retail/Wholesale)], Special Events, and Food Processing Facility, so that they can continue to provide meat, milk, and eggs and fun farm events to the Treasure Valley community and to make sure their farm is operating in compliance with Canyon County Code.

Noticing to Neighbors and Agencies

We are happy to note that several nearby neighbors attended the Neighborhood Meeting with an open presentation and discussion of each of these facets of the Farm (Farm Store, Farm Events and the Egg washing and package - Processing Facility. The neighbors signed a petition of support for the McInytres operation. When different agencies were contacted about this project (Fire, Highway,

Health District, Irrigation, etc.) all were notified of the conditional use permit and the purposes for which it was being sought (see also the narrative in the original Letter of Intent).

We wish to express appreciation to the Canyon County Development Services team for the kind and thorough assistance and for guiding and helping us to make an application that is fully compliant with Canyon County Code.

Sincerely,

Brent Orton and the Orton Engineering Team

Burden of Proof for Products Sold at the McIntyre's Store:

Of all the posted sale items on McIntyres website: 230 items are directly produced by McIntyre Farms (93.5% - including Pork, Chicken, Beef, Honey, Eggs, Spices, etc.) and only 15 items (6.5%) are not produced at the McIntyre Farms (Fish, Salt, Raw Milk and Raw Butter, Goat Cheese, Oats, Beans, Popcorn, Lard Soaps).

Main Categories:











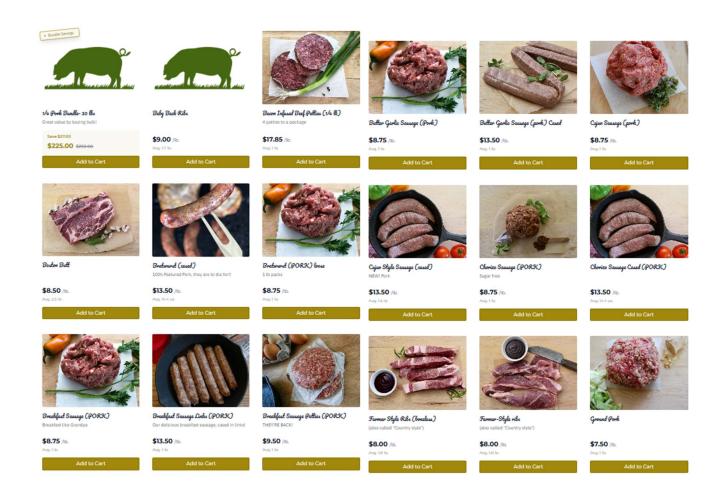








Farm Store Products:





\$10.00 /lb.



Italian Sausage, sweet (cased)

\$13.50 Ab.

\$13.00

\$13.50 /b.

Hot Italian Saurage, pork (cared)



Kielbase (PORK)

\$8.75 /lb.

\$7.50 /b.



Candjaeger Beet/pork mi

\$11.00



Hot dogs, skirless

Hol Italian Sausage (PORK)

\$8.75 /10.



Maple Sausage Patties (PORK)
THEY'RE BACK!





Italian sausage, sweet (PORK) Sugar tree

\$8.75 /6



\$9.00 /b.

Pork Heart

\$3.25 /10.



Kielbasa sausage (cased)

\$13.50 /lb.

Maple Sausage (bose)

\$8.75 /6.





Maple Breakfast Sassage Links (PORK)

\$13.50 /b.



\$9.50



Pork Belly Sticed



Per bag price, not per lb (average weight is 3-4 lbs a bag)

Pork Kabol Meat

\$8.00 Ab.

\$18.00

Pork bonzs

\$5.00



Pork Belly (unaliced)

\$9.00 /10.



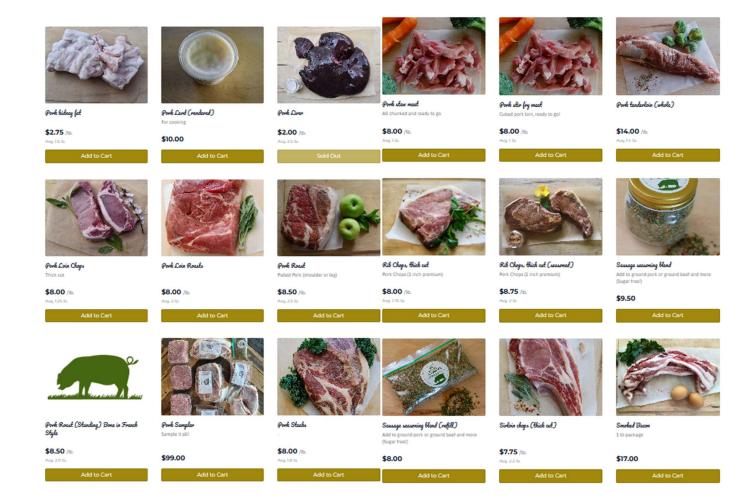
Pork Fat Pasture Raised Pork Fat

\$1.75 /lb.



Pork Kidney

\$1.50 //b.





Smoked Canadian Bacon Fully cooked, 1 lb package

Fully cooked, 1 to pack

\$17.00

Add to Cart



Uncured bacon
1 to package

\$21.00

Add to Cart



Spare Ribs
Show off your smoking technique

\$7.50 /b.

Avg. 2 lb.



Uncured hot dogs in sheep casing Fully cooked, 6 per package (1 lb)

\$18.00

Add to Cart

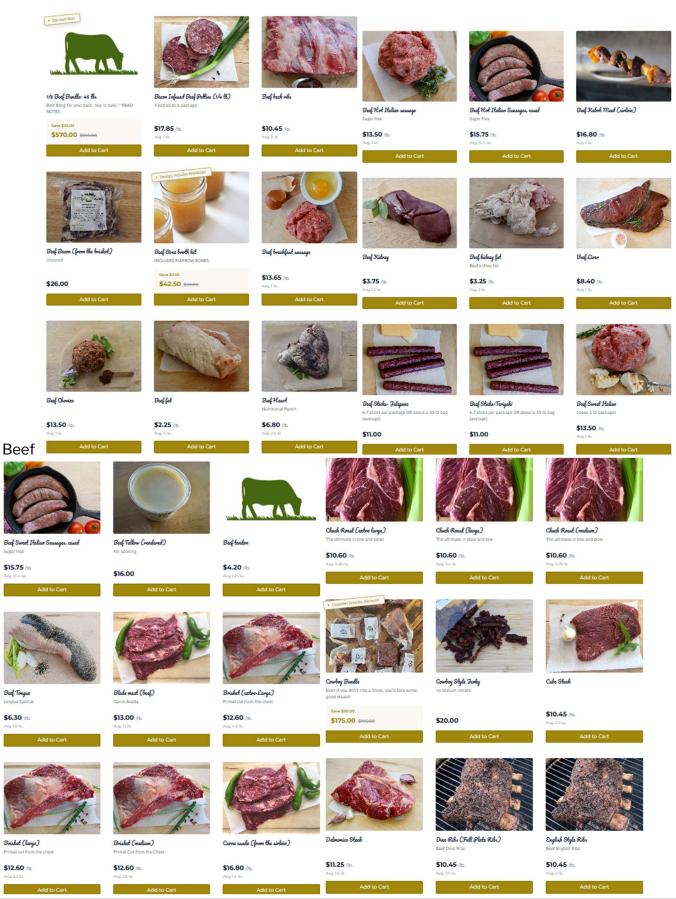


Tomahawk Pork Chops

Limited amount!

\$8.50 /lb. Avg.1.8 lb.

Add to Cart





Fajita meat \$10.45 /b.

Flank Steak



Garlic Smoked Boof Strips

\$12.00

\$22.05 /6.

\$19.95 /tb.

Flat Iron Steak



Ground Beef (50 & box)

\$9.60 /b. \$9.90 /b



Flanken Short Ribs (Korean)

\$10.45 /b.



Ground Beef

\$9.90 /15.





Ground Beef Patties-1/4 lben's

\$11.00 /b.



Hanging Tender Steak

\$17.85 Ab.



Ground Brishet

\$11.50 /b

Hot Dogs, (BEEF), Shinless

\$17.00





Ground Beef (higher fet content) KETO

\$9.95 Ab.



Ground beef organ bland (contains liver and heart)

\$11.00 /b.





Knuckle bones

Ground Sirloin

\$15.75 Ab.

\$2.95 /b. \$3.95 /b.



Candjacger

Beet/pork mixed sausage sticks

\$11.00



Marrow Bonce

\$6.00 /tb. \$7.00 /tb.



Smoked Sockeye Salmon portions

\$13.00



Carrie Asada- Chuck

\$10.60 /b.



Carne Asade-Round

\$11.00 /b.

Chili Lime Scanoned Fajita meat

\$11.50 /10.



Sockeye Salmon Portions

\$9.25



Cod 6 az partion

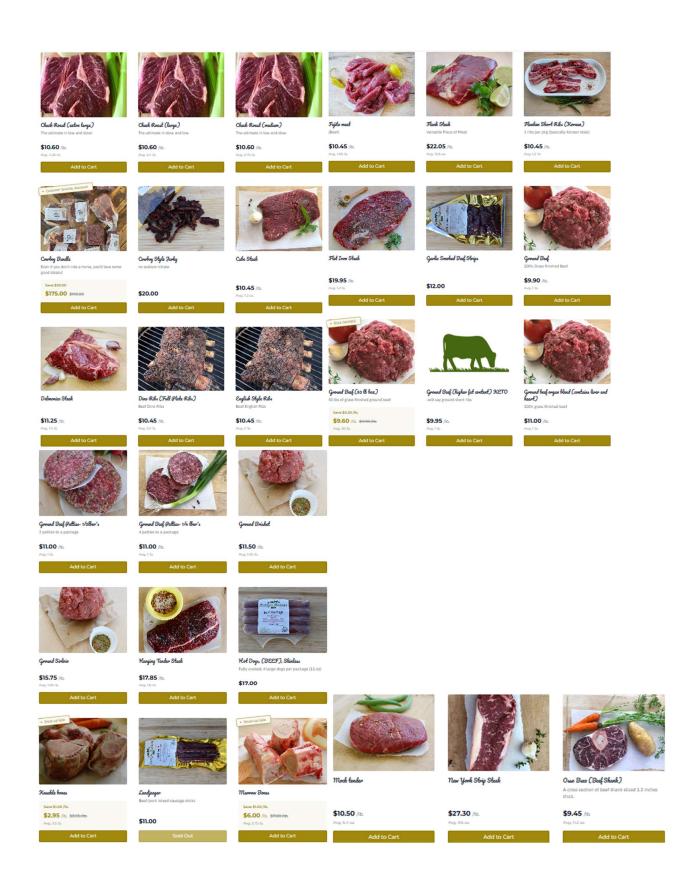
\$7.00



Sockeye Salmon (full side)

\$18.00 /b.

Add to Cart







Pepperoni Perfect for pizzal

\$18.00



\$27.50 /15.



\$11.00 /lb.



\$36.00



\$10.45 Ab.



Prime Rib- Medium
BONELESS

\$185.00



Prime Rib-XXC (full side) BONE-IN

\$470.00





Rib steak (ribeye) BONE-IN

\$34.65 /b.



Short Ribs Bondess

\$10.45 Ab.





Shoulder tender (Beef)

\$13.65 /b.





Sirloin Picanha Steak

\$16.80 /b.



Ribeye Steak

\$34.65 /b.



Round Rosut

\$13.00 /b.



Round Steak



\$11.00 /b.



Sirloin Steak

\$16.80



Sirloin Tip Roset (large)

\$13.65 /b.





Sirloin Tip Road (medium)

\$13.65 /hb.



\$16.80 /10



Skirt Steak

\$13.00 Ab.



\$12.00





\$10.45 Ab.



Strip Loin Rocal (beef)

\$26.00 /15.





\$25.50 /15



Tenderloin Steak

\$36.75 Ab.



Tomahawk Steak

\$36.75 /b.



Tri Ty

\$18.90 /6.



Uncured hot dogs (BEEF) in sheep casing

\$21.00



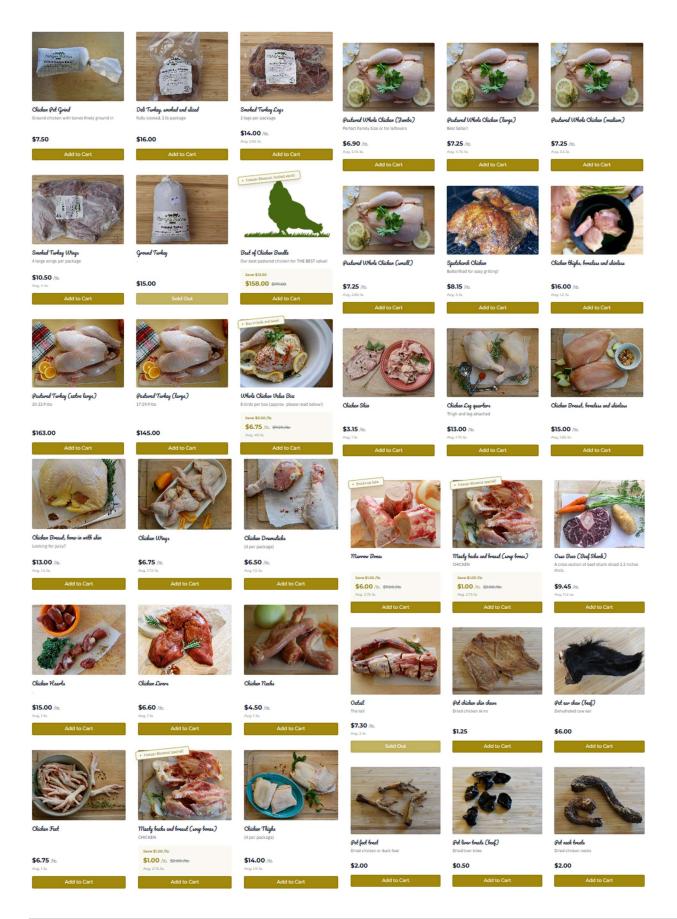
Whiskey Maple Terky

\$20.00



\$35.00 /lb.

Tenderloin Rocat Medium (filet mignon)



Buying an animal "hanging" Charvest on farm)
For thou who dike the liberty of choosing your own call, an armal will be harvested for you right at McIntyre Past

For tho who who who will be harvested for you right at McIntyre Pastures and then delivered to Greenleaf Meats in Greenleaf, ID. You will pay the price per pound listed of the hanging weight of the animal. The kill fee, cutting, wrapping, or any additional charges (curing, etc.) will be paid by you, the customer, to the butcher.



1/2 Graw Fed Beef, Hanging PICK UP AT GREENCEAF MEATS (click for more details)

PRE-ORDER for JUNE : choose your own cuts

\$6.25 /b.

Avg. 350 lb

Pre-order



1/4 Grass Fed Beef, (BONE IN) Hanging PICK UP AT GREENCEAF MEATS (click here for more details)

PRE-ORDER for JUNE: STANDARD CUT LIST

\$6.50 Ab.

Avg. 170 lb

Pre-order



1/4 Gress Fed Beef (BONECESS), Hanging PICK UP AT GREENCEAF MEATS (click here for more details)

PRE-ORDER for JUNE: STANDARD CUT LIST

\$6.50 /b.

Avg. 170 lb.

Pre-order



Whole Parlured Hog (hanging) PICK UP AT GREENCEAF MEATS (Click HERE for more details)

JULY harvest

\$3.25 /b.

Avg. 180 lb.

Pre-order



1/2 Pastured Hog, hanging PICKUP AT GREENCEAF MEATS (Click HERE for more details)

JULY harvest

\$3.50 /lb.

Avg. 85 lb.

Drown

What you need to know: "You are ordering an animal "hanging"; this means it does not come all ready packaged. You are paying for a beef, hanging on the rail. You will then have the liberty to choose all of your cuts and packaging "Per state regulations, you will pick up at the butcher, Greenleaf Meats in Greenleaf, Idaho "We will send you a list of all the basic (and more) cuts you can order, and walk you through the ordering process with the butcher "You will need roughly 4-5 cubic feet of freezer space for a 1/4, 6-7 cubic feet for a 1/2, and 12-13 cubic feet for a whole beef.

Eggs











Medium eggs (pullets)

Pastured Egg Bundles 5 dozen Buy in bulk and save!



Tumbo Eggs

1 dozen eggs (JUMBOS only)

\$4.50

Save \$5.00

\$28.00 \$33.00

\$7.30



Duck Eggs



Raw Honey, 34 oz

Straight from our farm

\$20.00

\$14.00

\$11.50

Raw Honey, 24 oz

Straight from our farm



Raw Honey, 18 oz

Straight from our farm

\$11.00

Add to Cart



Pastured Eggs XC/Large

1 dozen seasonally pastured eggs

\$6.60

Add to Cart



Mixed Flat (includes duck eggs)

Try an egg in every size and texture

\$16.95



Butter

Mother's Choice Sweet Cream Butter





Redmond Salt

26 oz bag

\$12.50





Graw-fed Butter

\$5.50



Apple Cider Vinegar

32 oz, Certified Organic

\$6.00



Sausage seasoning blend

Add to ground pork or ground beef and more (Sugar free!)





Hard Cheese

Rumiano's Grass Fed

\$7.00



Goat Cheese, Raw (Plain)

DeLuna Acres, Eagle ID

\$7.25



Goat Cheese, Raw (Flavored)

DeLuna Acres, Eagle ID

\$7.25



Raw Milk (1/2 gallon)

Raw Life Farms, Melba Idaho

\$9.00

Add to Cart



Raw Milk (1 gallon)

Raw Life Farms, Melba Idaho

\$14.50



Sausage seasoning bland (refill)

Add to ground pork or ground beef and more (Sugar free!)

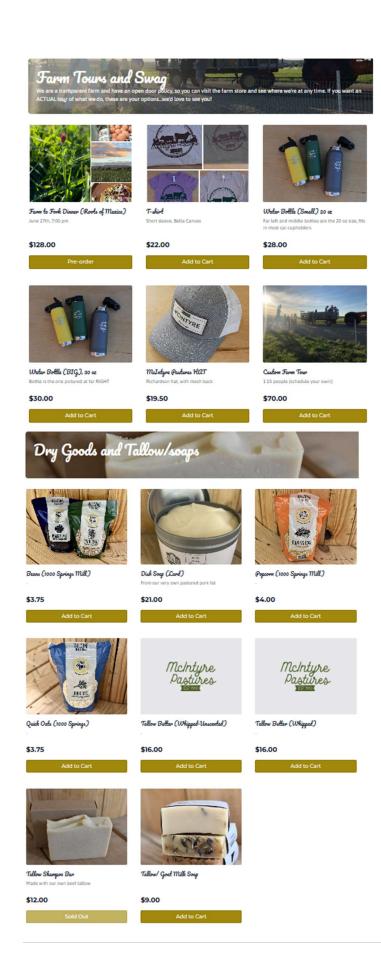
\$8.00



Pepperunint oil

10 ML vile of essential oil

\$15.00



	RESIDENTIAL USES Exhibit A17.2
1.	NUMBER OF LOTS REQUESTED: * N/A
	□ Residential □ Commercial □ Industrial
	□ Common □ Non-Buildable
2.	FIRE SUPPRESSION: *Access Only - Approved by Fire District - Approval Checklist Included
	□ Water supply source:Well
3.	INCLUDED IN YOUR PROPOSED PLAN?
	□ Sidewalks □ Curbs □ Gutters □ Street Lights ☑ None
	NON-RESIDENTIAL USES
	A "
1.	SPECIFIC USE: Agritourism Special Event Venue - Ag Operation Tours, Farm to Fork, Ag Product Sales
2.	DAYS AND HOURS OF OPERATION:
	Monday
	Tuesday 9 am to 5 pm
	☑ Wednesday 9 am to 5 pm
	☑ Thursday 9 am to
	☑ Friday 9 am to 5 pm
	Saturday 9 am to 3 pm
	□ Sunday Closed to
3.	WILL YOU HAVE EMPLOYEES? ✓ Yes If so, how many? 2 □ No
4.	WILL YOU HAVE A SIGN? ✓ Yes □ No ☑ Lighted □ Non-Lighted
	Height: _ < 6_ ft
	What type of sign: Wall Freestanding Other *See Attached Page with Example
	5. PARKING AND LOADING: How many parking spaces? 14 in front of store, 19 in back of store, and 89+ on grass overflow area
	Is there is a loading or unloading area?Yes
	 11+ space in front of store (6 paved with 1 ADA Van accessible, and 5 in graveled area)_ 3 spaces for loading and unloading in front of Freezer 6 spaces for employees behind farm store on concrete parking 13 spaces on gravel rear parking Additional overflow parking on gravel area and pasture south of store as shown in the site plan for larger Farm Events. (89 spaces showing)

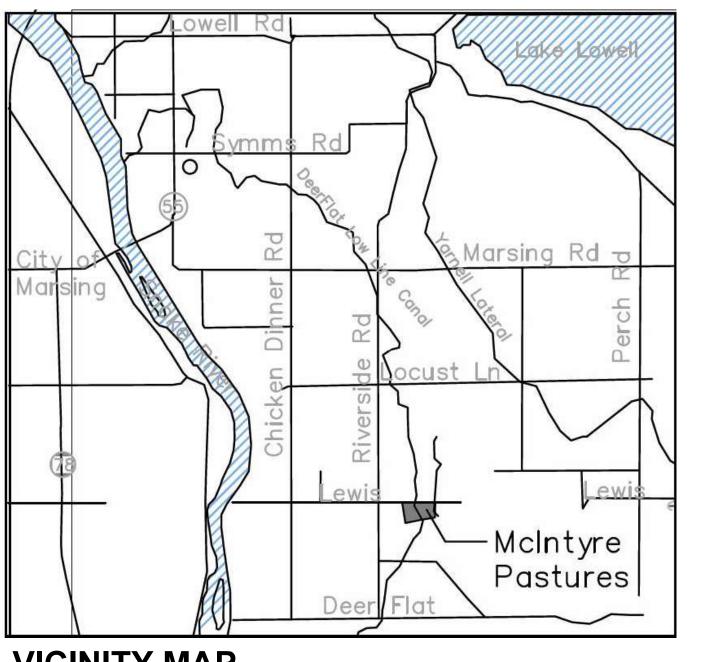


Exhibit A17.3

EXISTING SEPTIC

- EXISTING FENCING

SEPTIC REPLACEMENT AREA



McIntyre Farms

brentorton@ortonengineers.com

Orton Engineering, LLC 17338 Sunnydale Place Caldwell, ID 83607 208 350 9422

ORTON ENGINEERING Designing the Future

Property:K L Farm Properties, LLC 10478 Riverside Rd, Caldwell, ID 83607

VICINITY MAP

SITE DATA:

R30154000 0 PARCEL NO

K & L Farm Properties, LLC OWNER

PROJECT ADDRESS 17995 Lewis Lane, Caldwell, Idaho

LEGAL DESCRIPTION 18-2N-3W NW GOVT LT 1 IN NWNW LS TX 00162, 04505, 19570 & L S A PT OF RD ON N

ZONE DESIGNATION Agricultural

Canyon County JURISDICTION 25.91 Acres

7. SITE AREA 8. SETBACKS

FRONTAGE SIDE

*Hwy District requires 70' Setback from Section Line. McIntyres are seeking variance for existing buildings, as topography makes expansion of road unlikely in the future.

REAR

Deer Flat Low Line Canal: 25' from centerline or 9. EASEMENTS distance to maintain

* South Board of Control has requested to not allow new buildings to be located within 40' from canal centerline.

10. EMERGENCY ACCESS

The paved parking area allows for a Fire apparatus to access and serve the Farm store and outbuildings in an emergency.

There is adequate area for a fire turn around in both the rear gravel parking lot as well as in the pasture farm land on the remaining 22+ acres.

Ambulances and emergency vehicles can access all portions of the property during event.

PARKING DIMENSIONS: Temporary Overflow Parking spaces for special events will be 20' deep x 9' wide, with 24'+ drive aisle to allow for two way traffic circulation. OVERFLOW PARKING AREA (70) 25' EASEMENT/ DISTANCE TO MAINTAIN IRRIGATION EASEMENT

MCINTYRE FARM STORE 17995 Lewis Ln, Caldwell, ID 83607

SITE PLAN

Project number 05/28/25 Drawn by Checked by

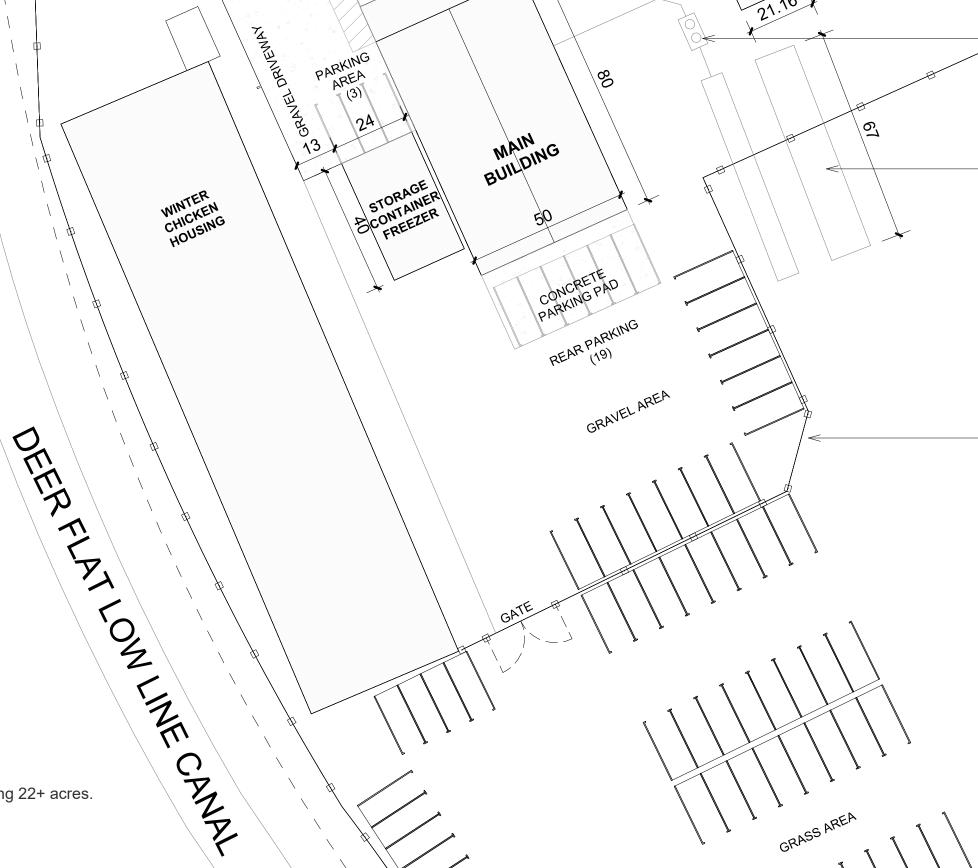
A100

Scale

As indicated







LEWIS LANE

100'

PARKING

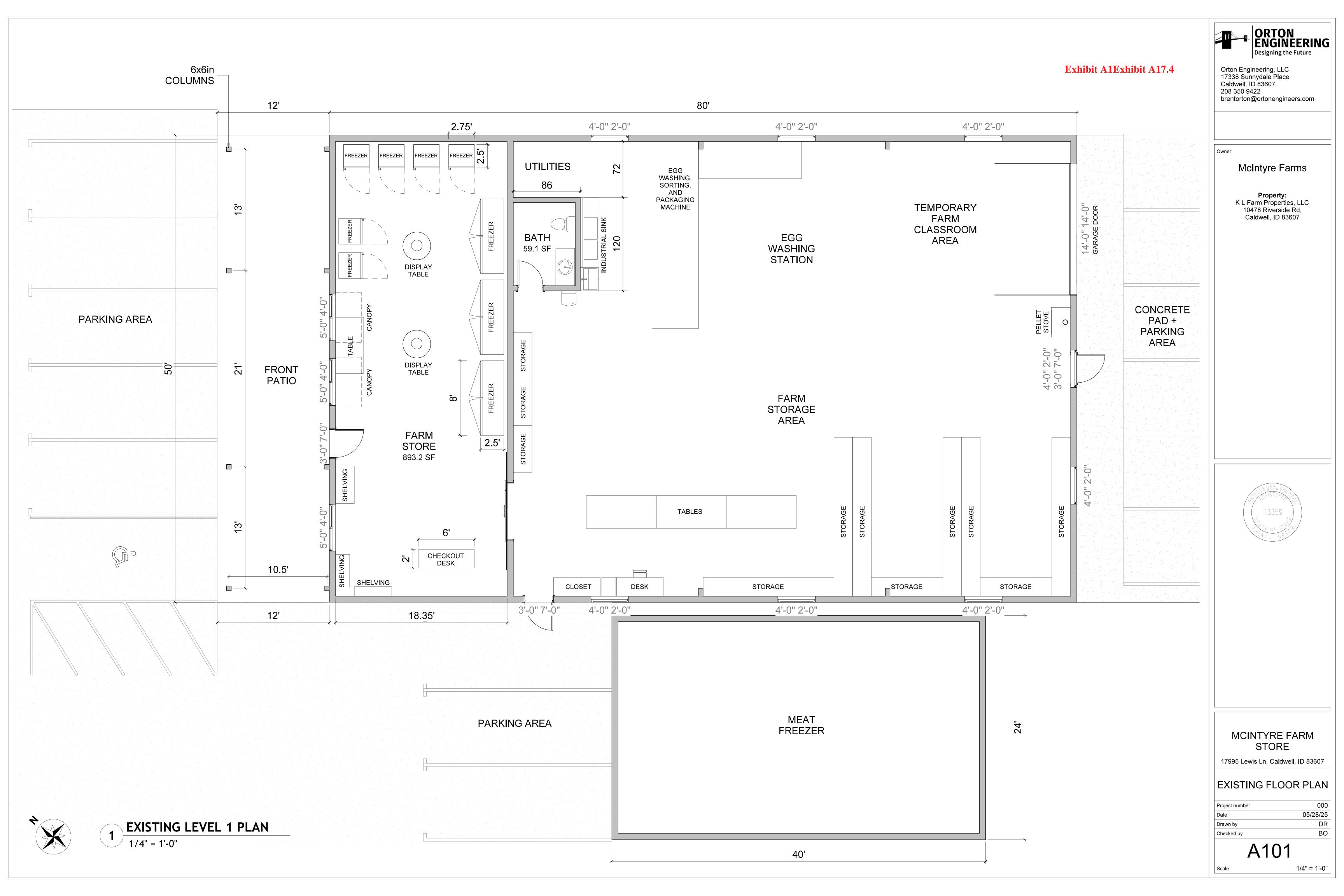
AREA

EXISTING FENCING

PAVED DRIVEWAY

WATER SPIGOT

- 30' FRONT SETBACK



McIntyre Pastures Emergency Plan

Exhibit A18

Outdoor Special Events Emergency Plan

Event Name: McIntyre Pastures Farm Special Events

Location: McIntyre Pastures Red Barn, 17708 Lewis Ln, Caldwell, ID 83607

Date Prepared: June 2025

1. Event Overview

• Estimated Attendance: 20 - 250 (depending on event)

• Primary Contact:

Name: Ben and Maria McIntyre

Phone: (208) 869-4306

Email: sales@mcintyrefamilyfarms.com, farmerben71@gmail.com

Event Features:

Hayrides, Maze, Petting Zoo, Live Music, Kids' Activities Area,

Farm to Fork Dinners, Farm Education

2. Emergency Contacts

Service	Name/Agency	Phone Number
Emergency (Fire/Police/EMS)	911	911
Local Fire Department	Marsing Fire	(208) 896-4796
Local EMS	Marsing Ambulance EMS	208-740-2449
Event First Aid	On-Site Medical - Red Barn	(208) 869-4306
Nearest Hospital	West Valley Medical Center	(208) 459-4641
Sheriff/Police Department	Canyon County Sheriff Office	208-454-7510 Non Emergency: 208-454-7531

3. Emergency Communication Protocol

• Primary Communication: Mobile phones with group text

Public Announcements: PA system at farm event

• Emergency Code Words:

Code Red: Fire

Code Blue: Medical Emergency

Code Yellow: Missing Child

Code Black: Severe Weather/Tornado

o Code White: Security Threat

4. First Aid & Medical Response

• Location: First Aid area at Farm Store

• Staffing: All staff trained in CPR and First Aid

• AEDs: Located at the Farm Store

• Incident Report: Log kept for medical incidents, filed with Event Manager

5. Weather Emergencies

• Monitoring: Staff will monitor NOAA Weather Radio and local alerts

• Shelter Locations:

Barn & Workshop Area

Vendor Tents (temporary cover only)

Designated Shelter Point near Parking Lot

- In Case of Thunderstorms/Tornadoes:
 - o Announce evacuation/shelter-in-place using PA system
 - Direct guests to hard shelter areas
 - Suspend all activities until the threat has passed

6. Fire Emergencies

- Evacuation Route: Clearly marked exits from fields and activity zones
- Fire Extinguishers: Located at:
 - 1. Food Vendor Area
 - 2. Farm Store
- Response:
 - 1. Call 911
 - 2. Use extinguishers if small/controlled
 - 3. Evacuate guests as needed
 - 4. Communicate via PA system

7. Lost Child or Missing Person

- Reporting Location: Main Farm Store or any staff member
- Response:
 - 1. Announce "Code Yellow" on staff channels
 - 2. Deploy roving volunteers to search areas
 - 3. Announce safe reunion location (e.g., Lost & Found at Farm Store)
 - 4. If unresolved in 15 minutes, notify law enforcement

8. Evacuation Procedures

- Triggers for Evacuation:
 - o Fire
 - Severe Weather
 - Security Threat
 - Hazardous Material Spill
- Evacuation Responsibilities:
 - Event Manager: Initiate order
 - o Volunteers/Staff: Guide guests to exits
 - Parking Team: Direct traffic out safely
- Reunification Point:
 - Designated space near parking lot for separated families

9. Security & Traffic Control

- On-Site Security: Trained volunteers
- Traffic Management:
 - Clear signage for entry/exit
 - Flaggers during peak arrival/departure
- Emergency Access:
 - Clear lanes maintained at all times
 - No parking within 15 feet of emergency lanes

10. Vendor & Staff Briefing

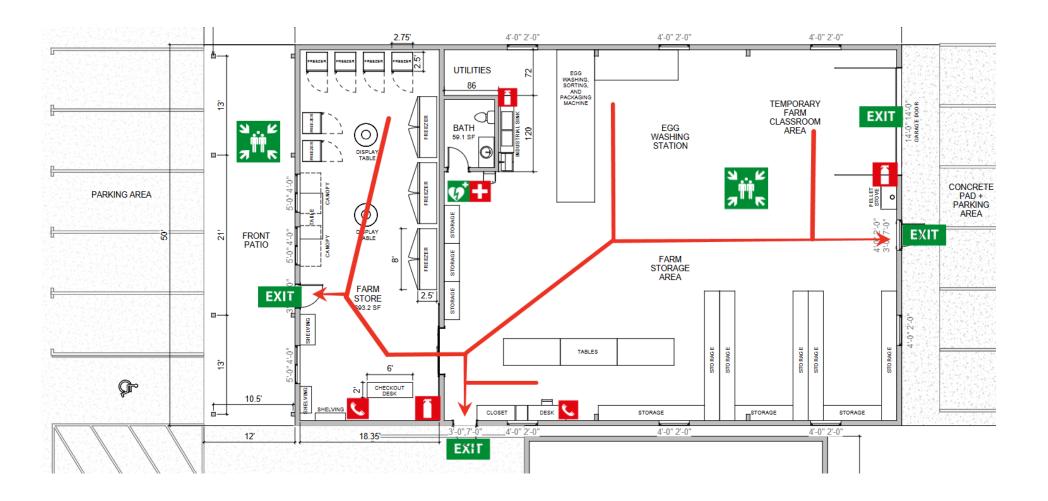
- All vendors and staff will receive a **safety briefing** prior to the event.
- Briefing covers:
 - o Emergency code words
 - Location of extinguishers and exits
 - Evacuation roles
 - First aid protocol

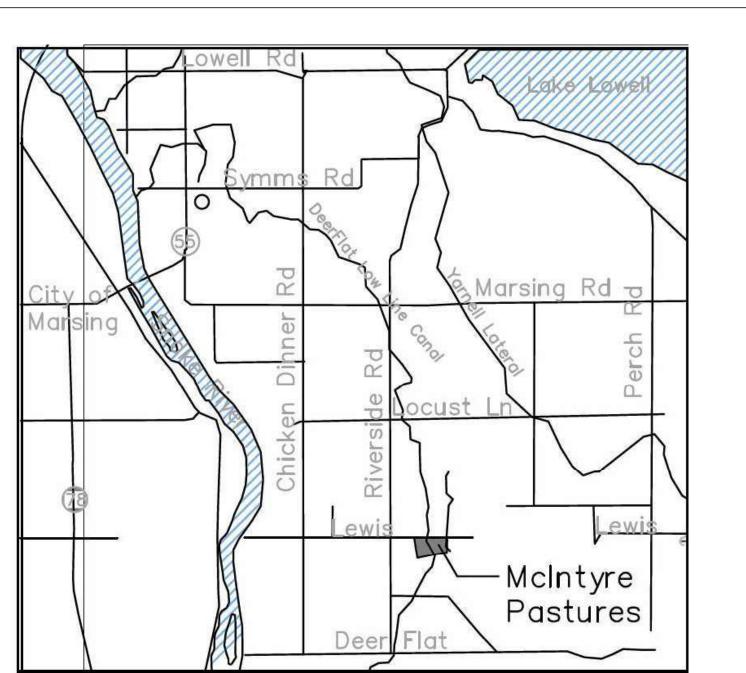
11. Post-Incident Reporting

- All incidents will be documented using an Incident Report Form
- Reports submitted to Event Manager within 2 hours
- A debrief will be held within 72 hours of event conclusion

12. Map of Festival Grounds

(Attach map with labeled emergency exits, first aid station, shelter areas, and parking routes)





Parking and Circulation Plan McIntyre Farms

PARKING

AREA

ン

25' EASEMENT/ DISTANCE TO MAINTAIN

IRRIGATION EASEMENT

EXISTING FENCING

LEWIS LANE

PAVED DRIVEWAY

For large events recommended to
have parking attendants
direct 1 lane traffic around
freezer to prevent congestion

Exhibit A19

WATER SPIGOT

OVERFLOW PARKING AREA (70)

30' FRONT SETBACK



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

McIntyre Farms

Property:K L Farm Properties, LLC

10478 Riverside Rd, Caldwell, ID 83607

VICINITY MAP

SITE DATA:

PARCEL NO R30154000 0

K & L Farm Properties, LLC

17995 Lewis Lane, Caldwell, Idaho PROJECT ADDRESS

LEGAL DESCRIPTION 18-2N-3W NW GOVT LT 1 IN NWNW LS TX 00162, 04505, 19570 & L S A PT OF RD ON N

ZONE DESIGNATION Agricultural

Canyon County JURISDICTION

25.91 Acres SITE AREA

FRONTAGE SIDE REAR

8. SETBACKS

*Hwy District requires 70' Setback from Section Line.
McIntyres are seeking variance for existing buildings, as topography makes expansion of road unlikely in the future.

9. EASEMENTS Deer Flat Low Line Canal: 25' from centerline or distance to maintain

* South Board of Control has requested to not allow new buildings to be located within 40' from canal centerline.

10. EMERGENCY ACCESS

CLON LINE CANAL The paved parking area allows for a Fire apparatus to access and serve the Farm store and outbuildings in an emergency.

There is adequate area for a fire turn around in both the rear gravel parking lot as well as in the pasture farm land on the remaining 22+ acres.

Ambulances and emergency vehicles can access all portions of the property during event.

PARKING DIMENSIONS: Temporary Overflow Parking spaces for special events will be 20' deep x 9' wide, with 24'+ drive aisle to allow for two way traffic circulation.

EXISTING FENCING

SEPTIC REPLACEMENT AREA







17995 Lewis Ln, Caldwell, ID 83607

SITE PLAN

Project number	00
Date	05/28/2
Drawn by	D
Checked by	В

A100

As indicated

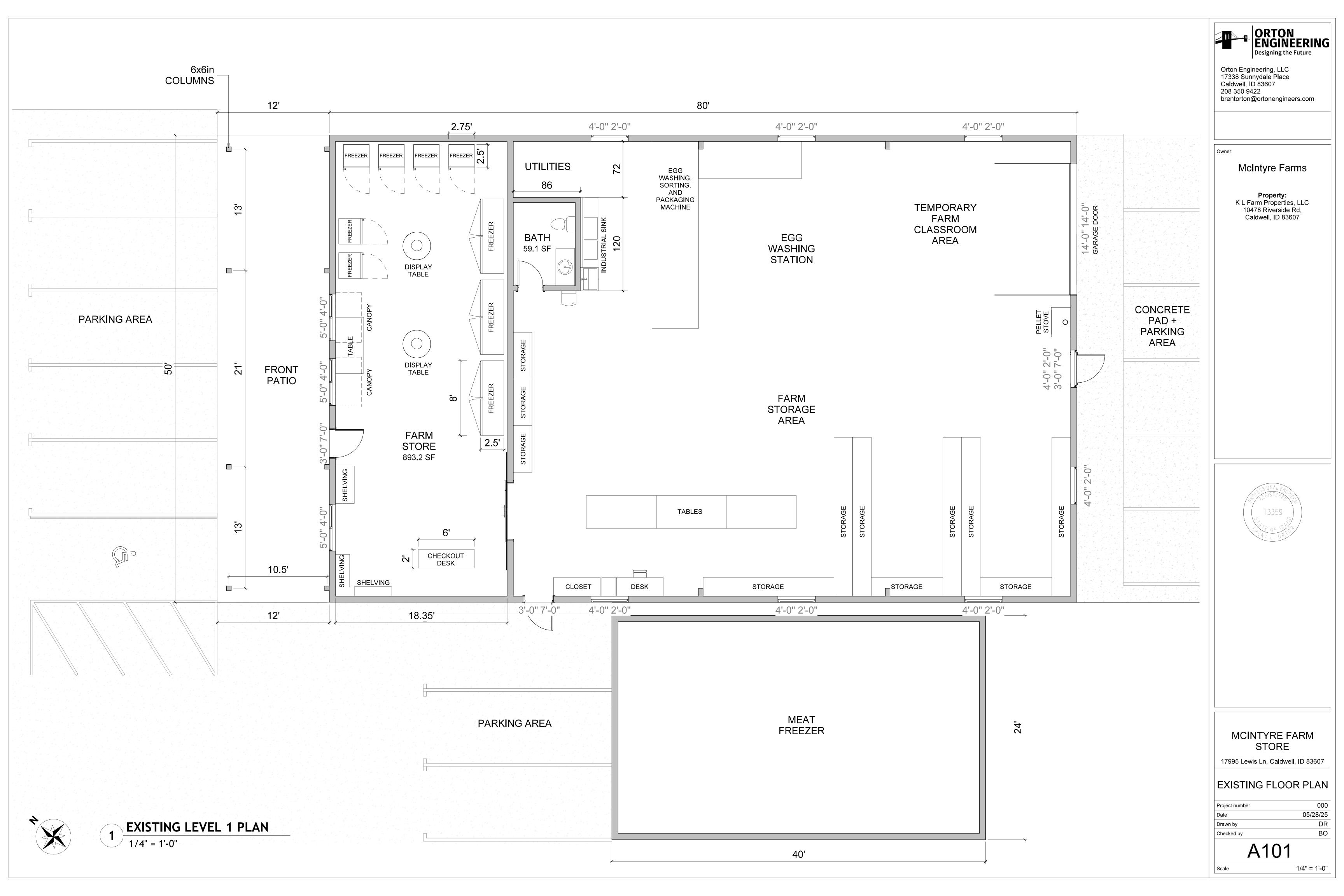


Exhibit A20



APPLICATION TO VARY SETBACKS

NHD-004 Rev Jan 2015 Page 1 of 1

	ack requirements	ioi piaceillei	nt of building(s)/permanent structure(s), as detailed below.
Loren McIntyre			SIGNATURE OF APPLICANT
10499 Randall Ln			
ADDRESS			5/13/2025
Caldwell	ld	83607	DATE 2085737465
CITY	STATE	ZIP	PHONE (CELL NUMBER PREFERRED)
SITE INFORMATION			ACTION REQUESTED
Street Address: 17708 Lewis Ln Nearest Cross Street: Riverside and Lewis Ln Section No.: 18 Township: 2 Range: 3 Vary the setback requirement from 10 ft. to 5. Vary the setback requirement from 10 ft. to 5. Vary the setback requirement from 10 ft. to 5. Vary the setback requirement from 10 ft. to 5.			
•			along Picture Provided (name of road).
Section No.: 18 To	wnship: <u>2</u> Ra	nge: <u>3</u>	☐ Vary the setback requirement from ft. to ft.
Parcel Tax ID No.:	R30154		along: ☐ Section Line ☐ Quarter-Section Line
STAFF REPORT COMPLET APPLICATION FEE PAID: SITE PLAN SUBMITTED:	TED AND ATTACHE	D: Yes	Edward Thick 5-19-25
			SIGNATURE – HIGHWAY DISTRICT STAFF DATE
SECTION III – DECISION (TO BE COMPLETED BY	' HIGHWAY DISTI	SIGNATURE – HIGHWAY DISTRICT STAFF DATE RICT BOARD OF COMMISSIONERS)
	AY DISTRICT BOA	RD OF COMM	RICT BOARD OF COMMISSIONERS)



To whom it May Concern,

Loren McIntyre as land owner and McIntyre Pastures as operator would like to ask for a variance of setbacks on the property at 17708 Lewis Ln in Caldwell. We currently have a mobile chick brooder that sits within the 70ft setbacks. We also have a well that has been drilled inside the same set back and would like to build a small well house to reside close to the well that would be part of the same issue. We are of the opinion if you were to allow these structures and Nampa hwy #1 were to ever expand this section of Lewis ln we would have to move these structures at our cost. I have provided a picture that shows the current brooder building and where the new structures would be. Thx for your time.

Brad McIntyre







SIGNED: _

APPLICATION TO VARY SETBACKS

NHD-004 Rev Jan 2015 Page 1 of 1

CHAIRMAN OF THE BOARD

SECTION 1 - APPLICANT	INFURIVIATION (/	O BE COMPLETE	ED BY APPLICANT)
I certify that I am the overequest variance of setba	vner (or authoriz ack requirements	ed represent for placemen	tative of owner) of the below described property, and hereby of building(s) permanent structure(s), as detailed below.
Loren McIntyre			Teren M3 Hts
NAME OF APPLICANT			SIGNATURE OF APPLICANT
10499 Randall Ln			5/13/2025
ADDRESS			DATE
Caldwell	ld	83607	2085737465
CITY	STATE	ZIP	PHONE (CELL NUMBER PREFERRED)
otreet Address,	Lewis Ln		ACTION REQUESTED Use Vary the setback requirement fromft. toft.
Nearest Cross Street: R	liverside and Le	wis Ln	along i (name of road).
Section No.: 18 Tow	nship: <u>21</u> Ra	nge: <u>3W</u>	
Parcel Tax ID No.:	R30154		along: 💆 Section Line 🔲 Quarter-Section Line
SECTION II - REVIEW/REC STAFF REPORT COMPLETE			ETED BY HIGHWAY DISTRICT STAFF)
APPLICATION FEE PAID:			
SITE PLAN SUBMITTED:		-	Elevand Thind 6-5-25 SIGNATURE - HIGHWAY DISTRICT STAFF DATE
SECTION III - DECISION (T	O BE COMPLETED BY	HIGHWAY DISTI	RICT BOARD OF COMMISSIONERS)
DECISION OF THE HIGHWA	AY DISTRICT BOAF	RD OF COMM	IISSIONERS: 🛮 Approved 🔲 Denied
BASIS OF DECISION:	mm, 55,00	ners a	sproved a temporary Setback
Warver for +	he Scale	- and	2 hay sheds along the subject een sec, 18, 21, 3W + Sec 13, 211 e-located if a road is to be
Section line	that run	s betw	een Sec. 18, 21, 3W4 Sec 13, 211
4w. These w	ill need :	to be re	e-located if a road is to be
built on the	section 1	ine	
0/	2) 11		
11/11/1	11		

Lewis Ln Lewis Ln Ноте 50 m ps

EXHIBIT B

Supplemental Documents

Hearing Examiner

Case# CU2024-0010

Hearing date: July 7, 2025

R30154 PARCEL INFORMATION REPORT

5/13/2025 10:18:19 AM

PARCEL NUMBER: R30154

OWNER NAME: K L FARM PROPERTIES LLC

CO-OWNER:

MAILING ADDRESS: 10478 RIVERSIDE RD CALDWELL ID 83607

SITE ADDRESS: 17995 LEWIS LN

TAX CODE: 1810000

TWP: 2N RNG: 3W SEC: 18 QUARTER: NW

ACRES: 25.91

HOME OWNERS EXEMPTION: No

AG-EXEMPT: Yes

DRAIN DISTRICT: NOT In Drain Dist

ZONING DESCRIPTION: AG / AGRICULTURAL

HIGHWAY DISTRICT: NAMPA HWY DIST #1

FIRE DISTRICT: MARSING FIRE

SCHOOL DISTRICT: VALLIVUE SCHOOL DIST #139

IMPACT AREA: NOT In Impact Area

FUTURE LAND USE 2011-2022: AG

FLU Overlay Zone Desc 2030: INTENSIVE AGRICULTURE OVERLAY

FLU RR Zone Desc 2030:

FUTURE LAND USE 2030: INTENSIVE AGRICULTURE OVERLAY \ AG

IRRIGATION DISTRICT: BOISE PROJECT BOARD OF CONTROL \ WILDER IRRIGATION

DISTRICT

FEMA FLOOD ZONE: X FLOODWAY: NOT IN FLOODWAY FIRM PANEL: 16027C0350F

WETLAND: Riverine \ Riverine

NITRATE PRIORITY: NO Nitrate Prio

FUNCTIONAL Classification: NOT In COLLECTOR

INSTRUMENT NO.: 2019043536

SCENIC BYWAY: NOT In Scenic Byway

LEGAL DESCRIPTION: 18-2N-3W NW GOVT LT 1 IN NWNW LS TX 00162, 04505, 19570 & LS

A PT OF RD ON N

PLATTED SUBDIVISION:

SMALL CITY ZONING:

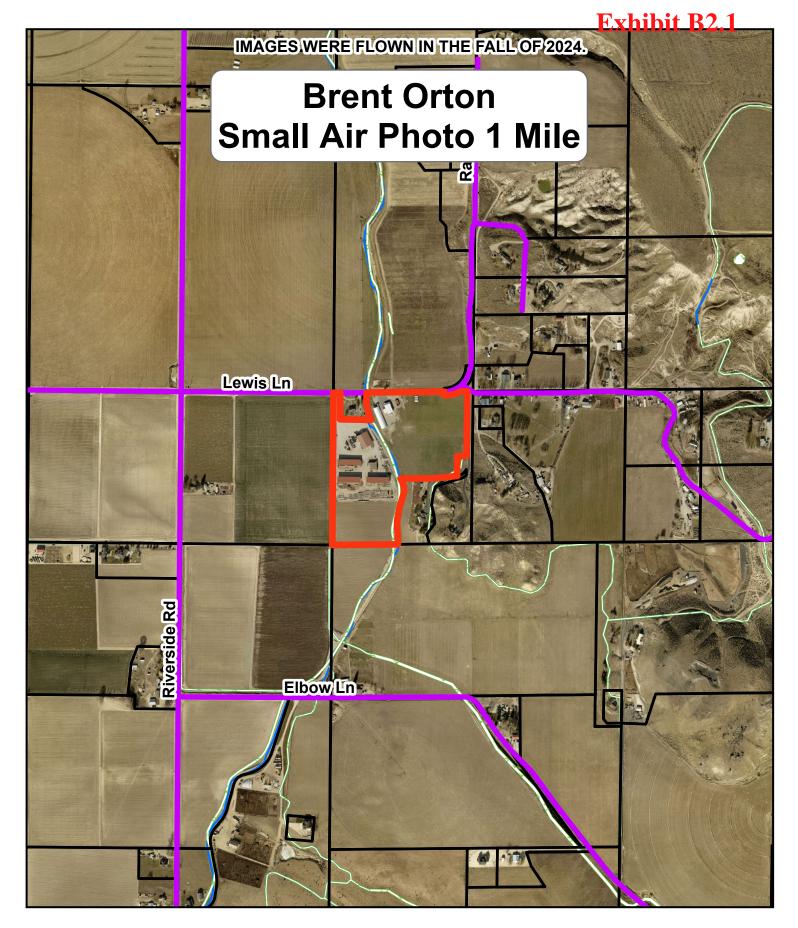
SMALL CITY ZONING TYPE:

DISCLAIMER:

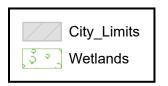
2. THIS FORM DOES NOT CALCULATE DATA FOR PARCELS INSIDE CITY LIMITS SO WATCH YOURSELVES.
3. WETLANDS CLASSIFICATION WILL POPULATE IF "ANY" PORTION OF SAID PARCEL CONTAINS A DELINEATED WETLAND.

^{1.} FEMA FLOOD ZONE REFERS TO THE DESIGNATED FEMA FLOOD AREAS. POSSIBLY ONE (1) OF SEVERAL ZONES - SEE FIRM PANEL NUMBER.

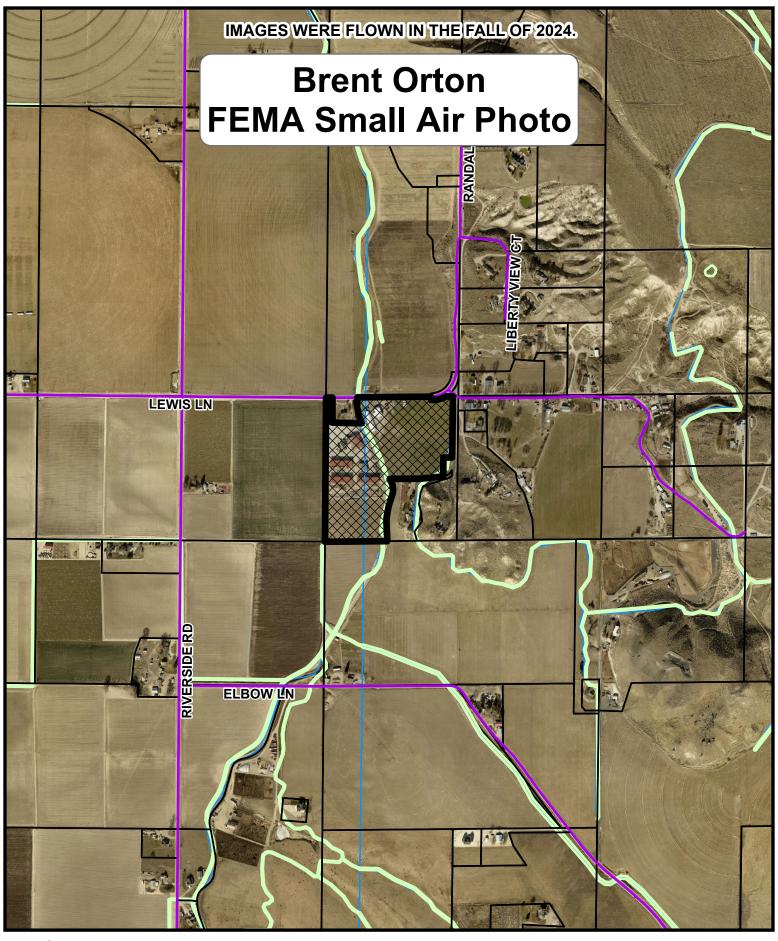
^{4.} COLLECTORS AND ARTERIALS ARE BASED ON THE SHERRIFS CENTERLINE WITH AN ADDITIONAL 100 FOOT BUFFER







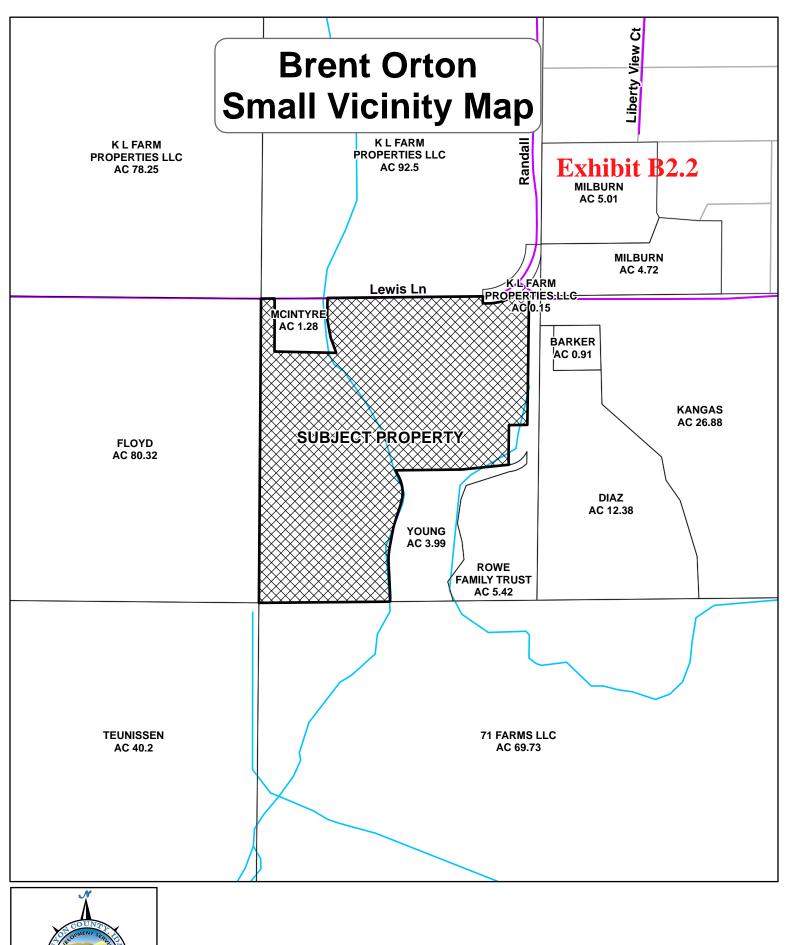
0	0.25	0.5
		Miles





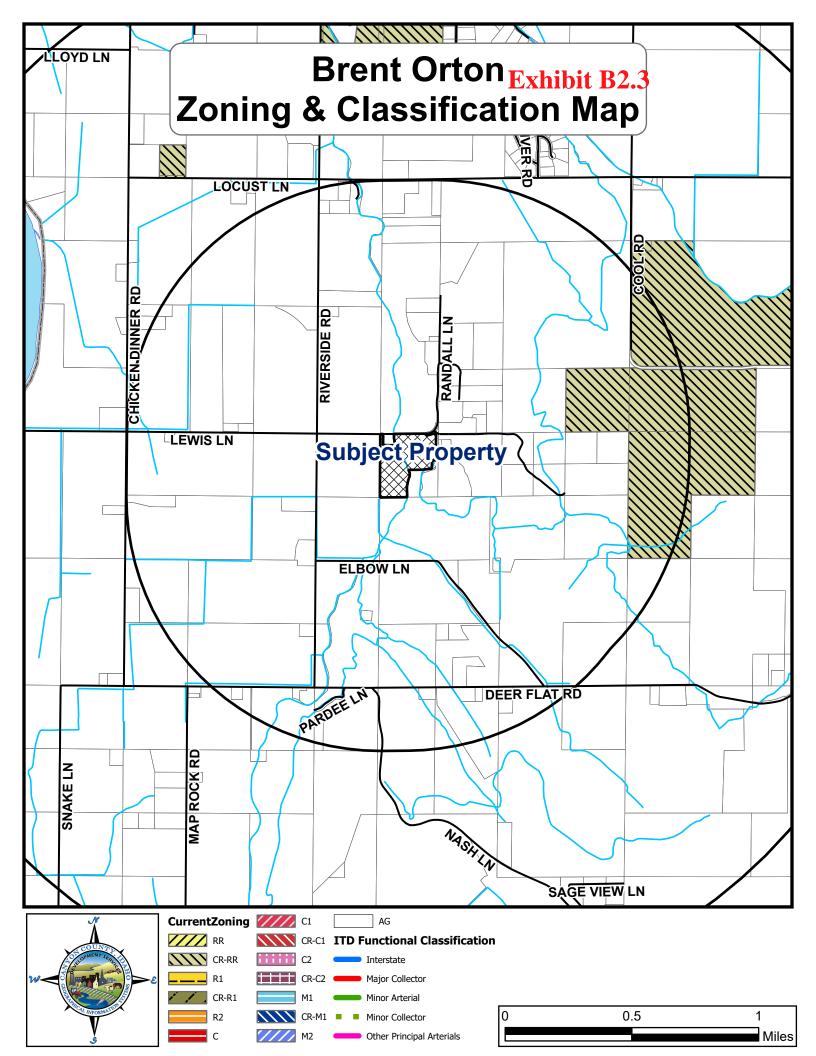


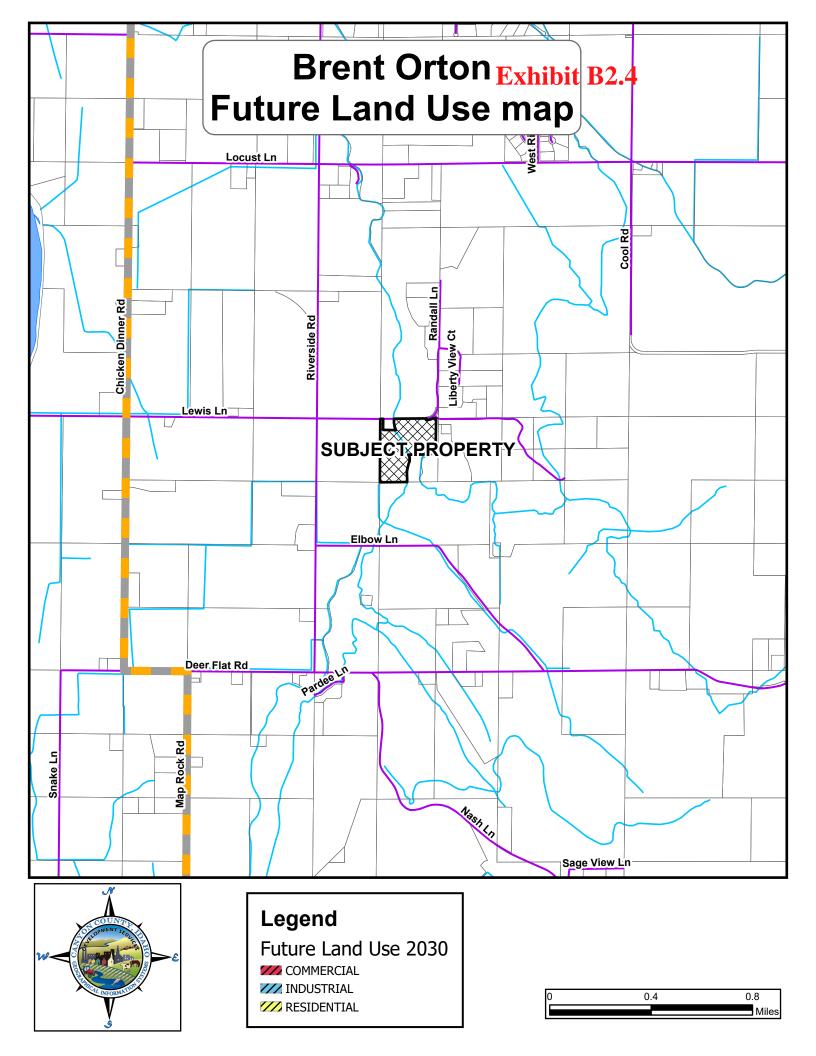






0 0.13 0.25 Miles





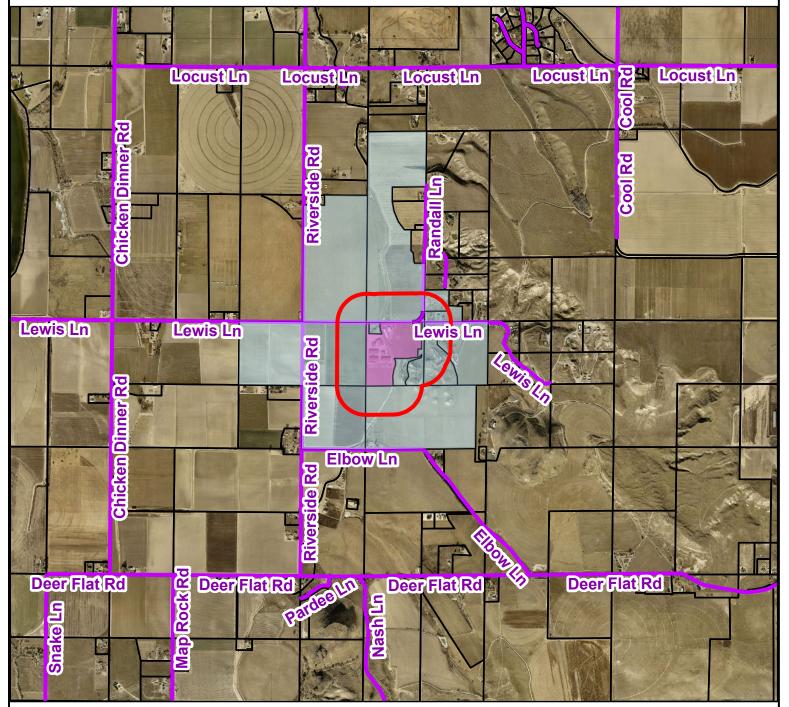
Neighborhood Notification Map Parcel No. R30154 Buffer Distance 600 Feet

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

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

Date: 4/23/2025 By: TAlmeida





w - c

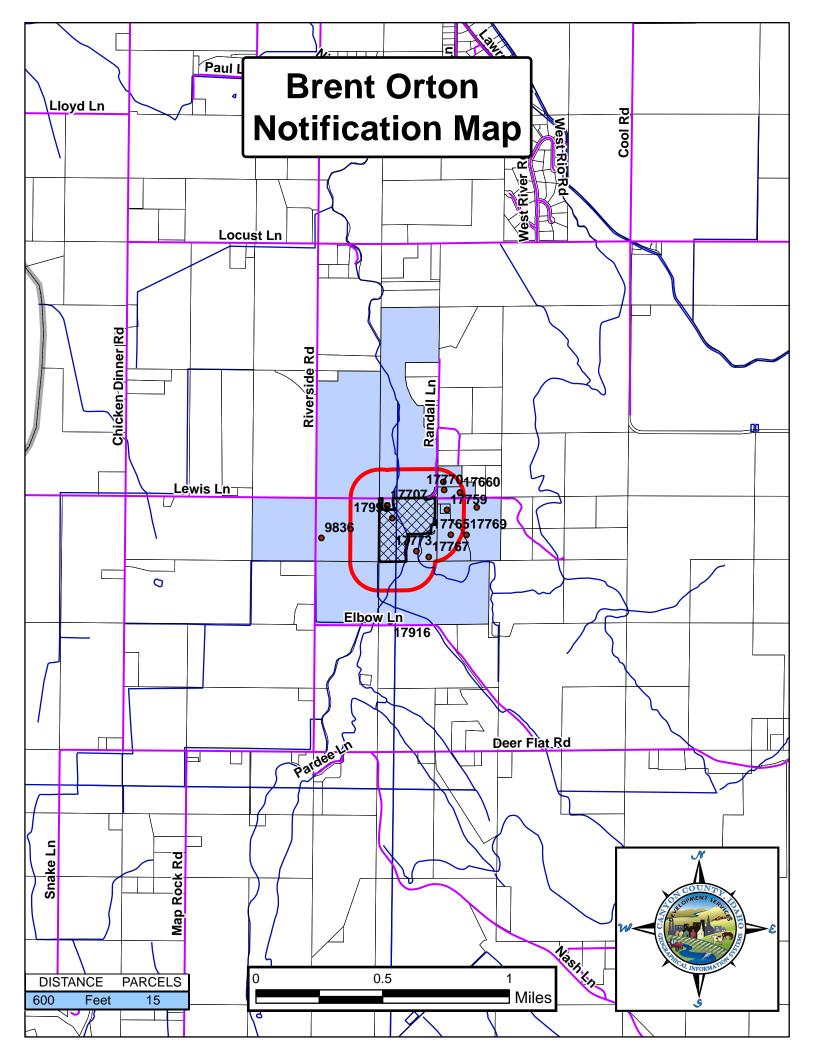


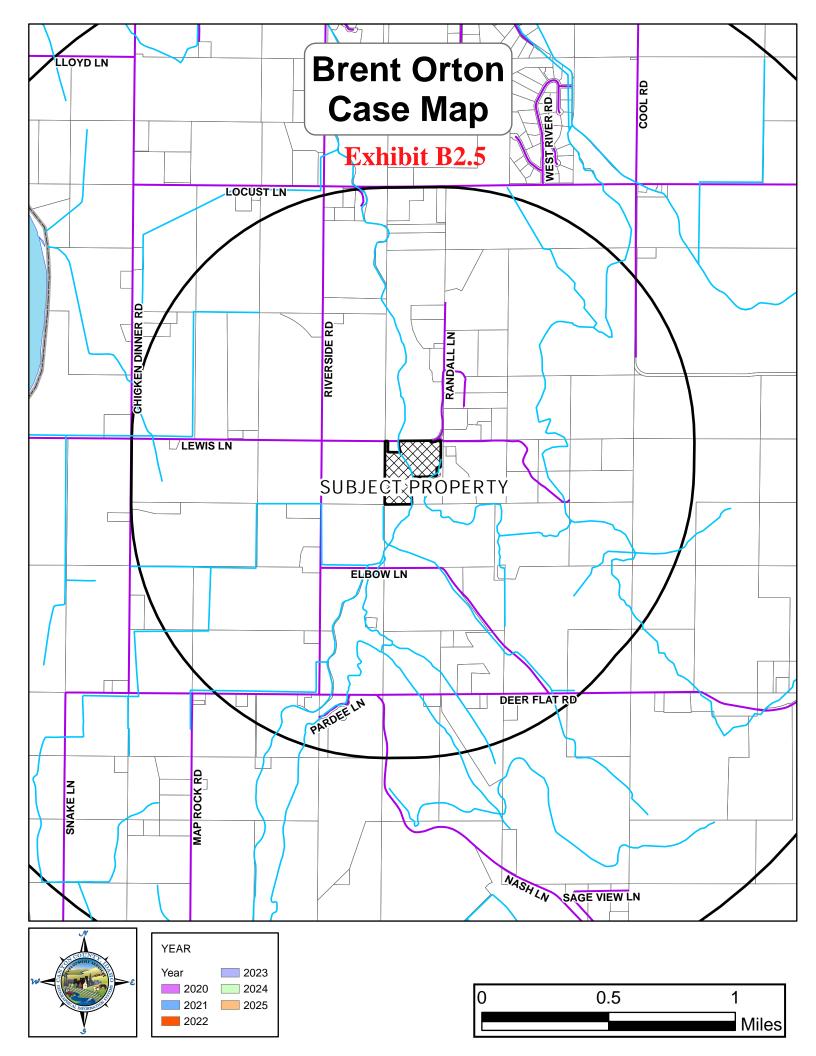
SCALE

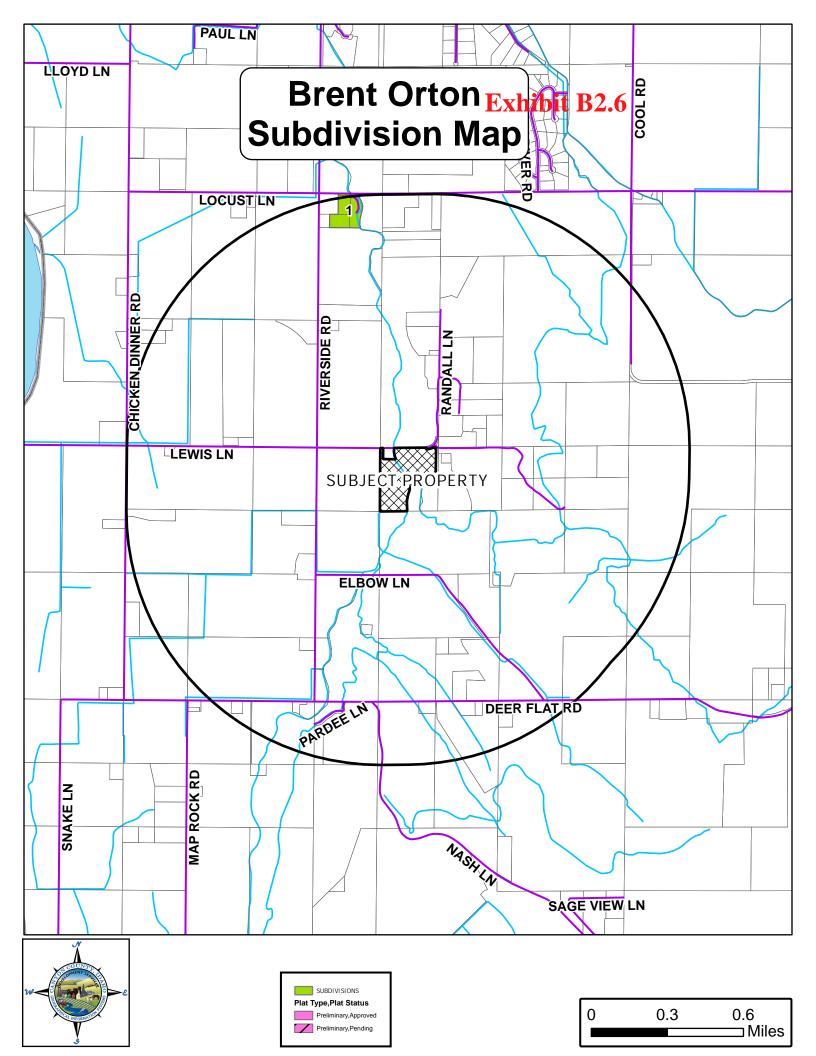
1:24,000

1:24,000

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 act that the maps are dynamic and in a constant state of maintenance, correction and revision. The maps do not represent a survey. Neither Caryon 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.





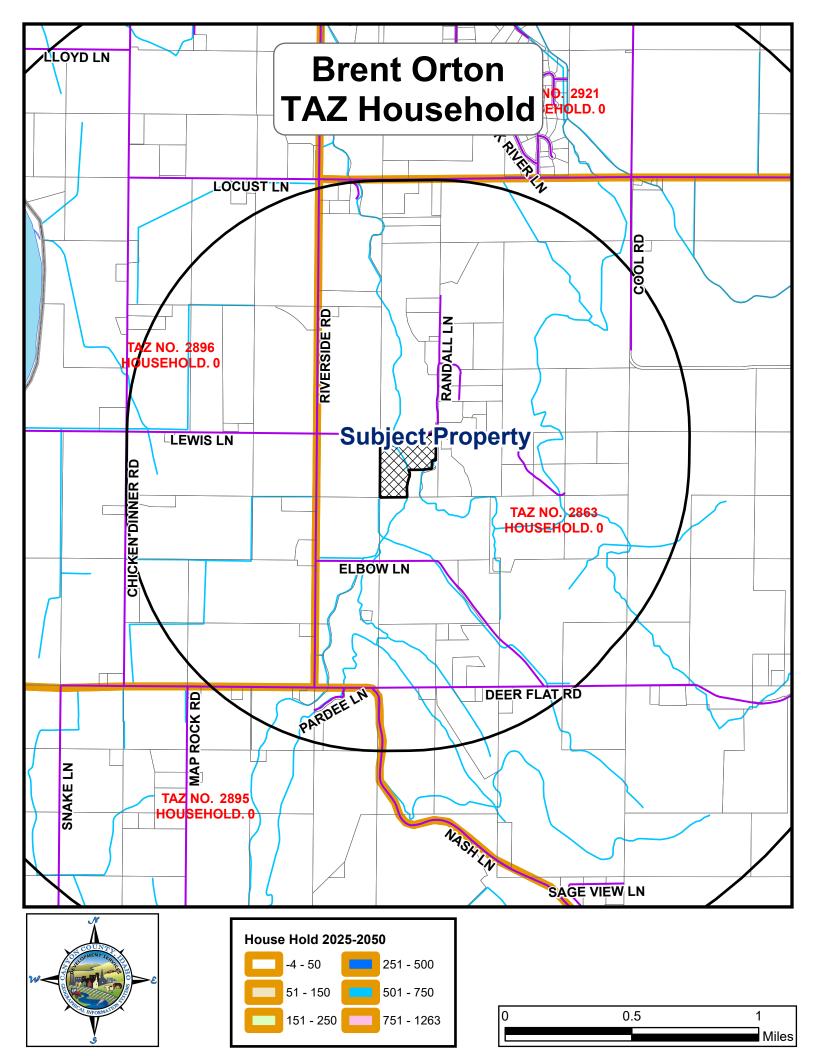


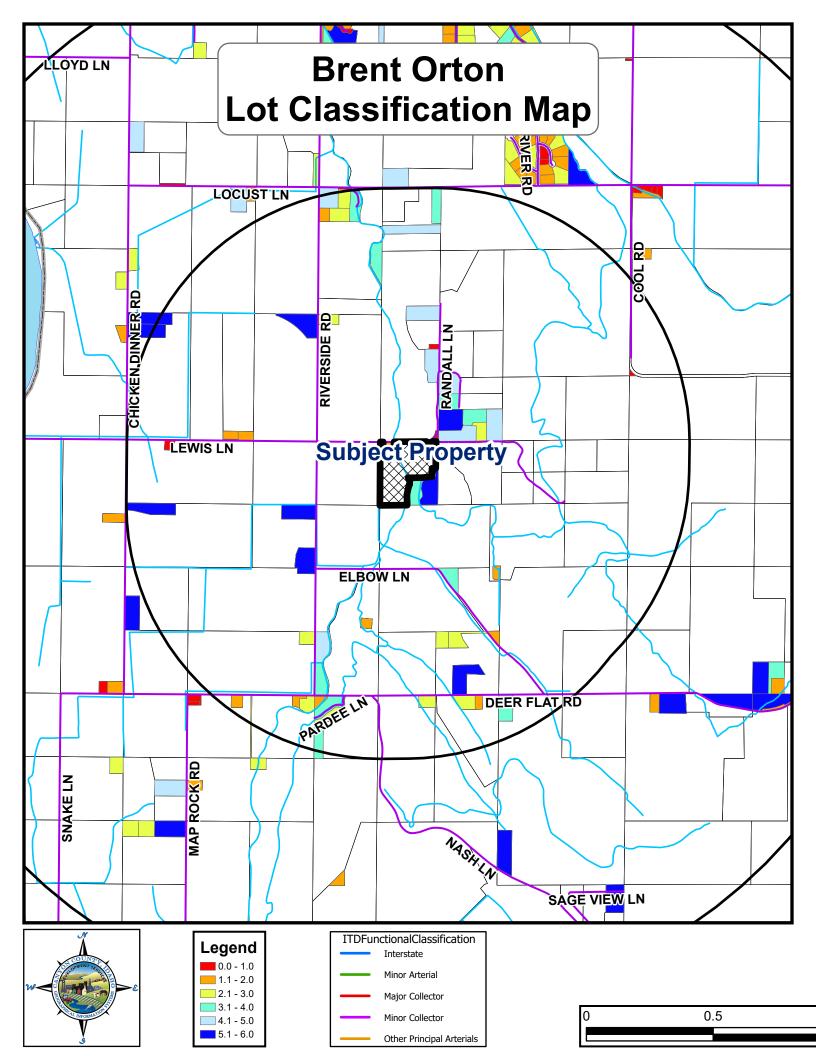
SUBDIVISION & LOT REPORT							
NUMBER OF SUBS	ACRES IN SUB	NUMBER OF LOTS	AVERAGE LOT SIZE				
1	8.75	3	2.92				
NUMBER OF SUBS IN PLATTING	ACRES IN SUB	NUMBER OF LOTS	AVERAGE LOT SIZE				
NUMBER OF LOTS NOTIFIED	AVERAGE	MEDIAN	MINIMUM	MAXIMUM			
15	29.84	12.38	0.15	92.50			
NUMBER OF MOBILE HOME PARKS	ACRES IN MHP	NUMBER OF SITES	AVG HOMES PER ACRE	MAXIMUM			

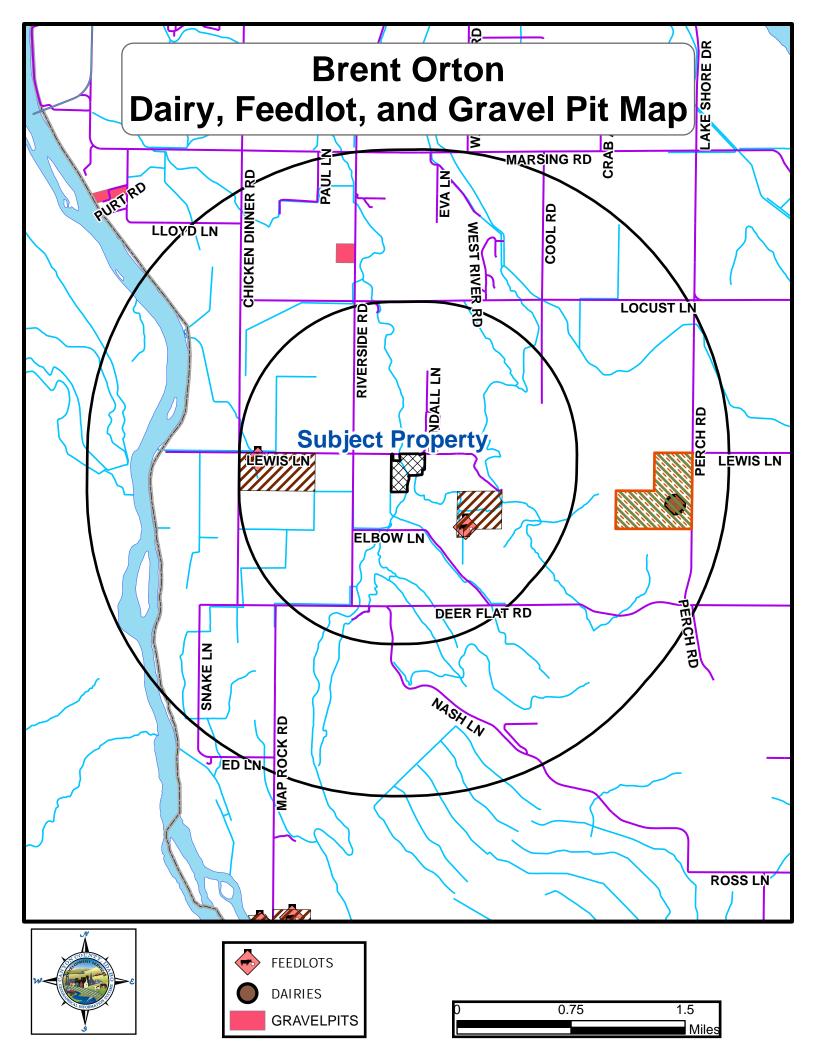
PLATTED SUBDIVISIONS							
SUBDIVISION NAME	Label	LOCATION	ACRES	NO. OF LOTS	AVERAGE LOT SIZE	CITY OF	Year
RIFT VALLEY SUB	1	2N4W12	8.75	3	2.92	COUNTY (Canyon)	2007

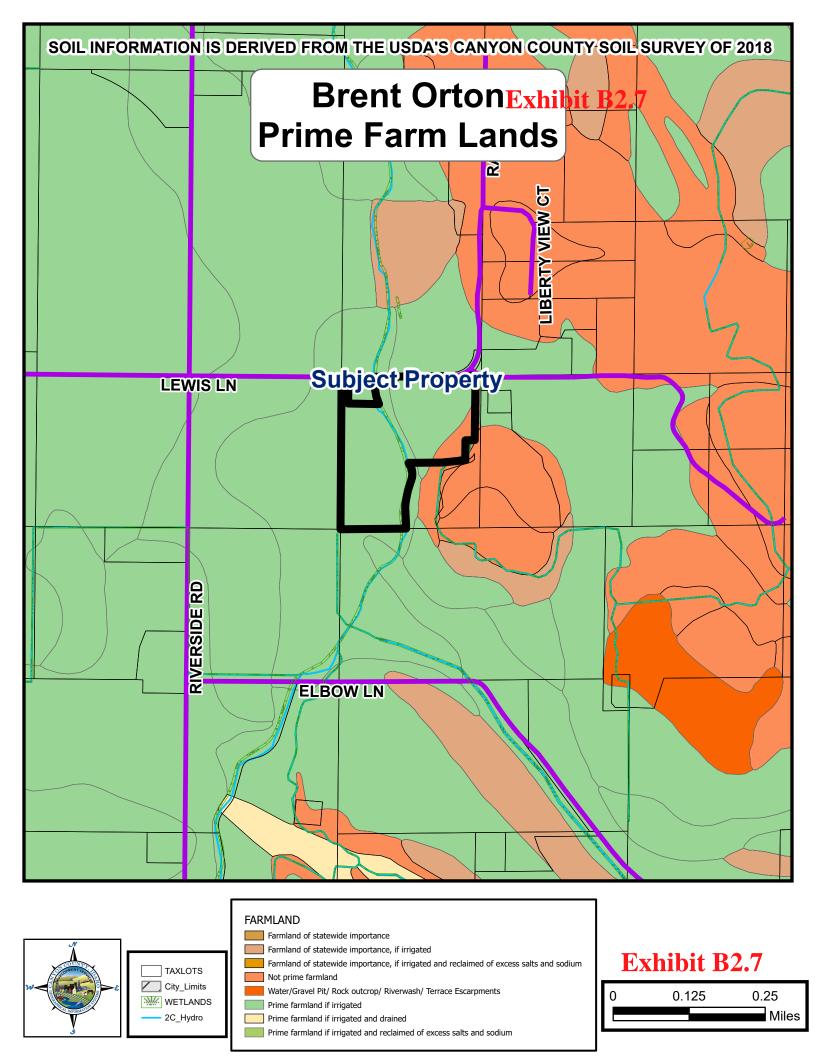
	SUBDI	/ISIONS IN	PLATTING		
SUBDIVISION NAME	ACRES	NO. OF LOTS	AVERAGE LOT SIZE		
				<u> </u>	

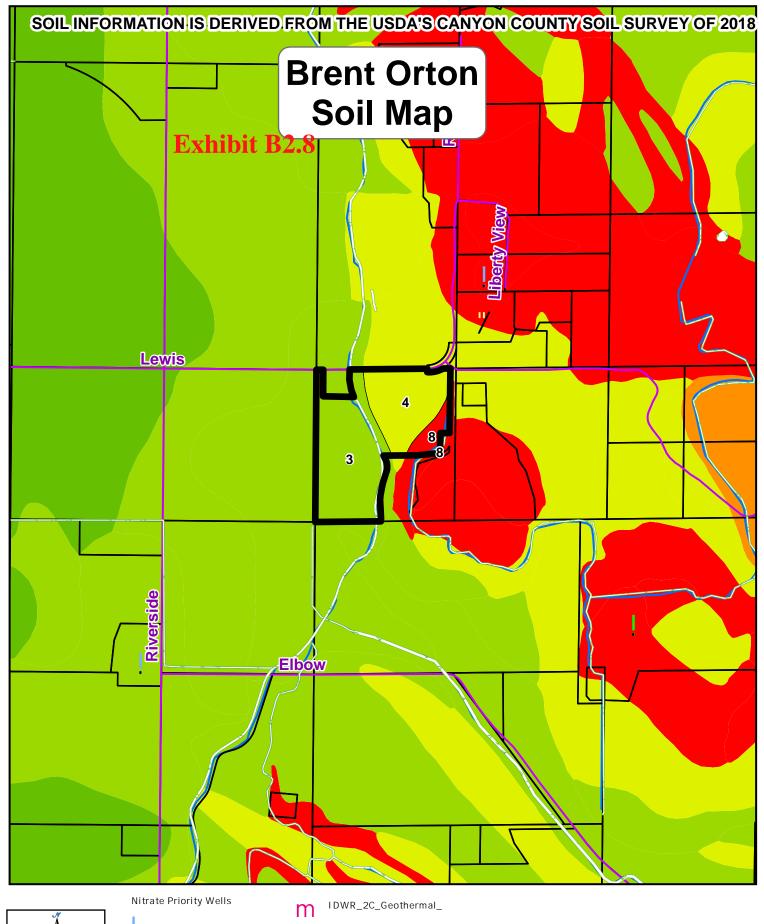
	MOBILE	HOME &	RV PARKS		
SUBDIVISION NAME	SITE ADDRESS	ACRES	NO. OF SPACES	UNITS PER ACRE	CITY OF













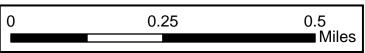
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2.000001 - 5.000000

5.000001 - 10.000000 10.000001 - 49.800000

Wetlands

Exhibit B2.8



	SOIL RE	PORT		
SOIL CAPABILITY CLASS	SOIL CAPABILITY	SQUARE FOOTAGE	ACREAGE	PERCENTAGE
8	LEAST SUITED SOIL	77.32	0.00	0.01%
8	LEAST SUITED SOIL	84943.13	1.95	7.53%
3	MODERATELY SUITED SOIL	656215.04	15.06	58.14%
4	MODERATELY SUITED SOIL	387458.16	8.89	34.33%
		1128693.65	25.91	100%

	FARMLAND	REPORT		
SOIL NAME	FARMLAND TYPE	SQUARE FOOTAGE	ACREAGE	PERCENTAGE
VaE	Not prime farmland	77.32	0.00	0.01%
FeE	Not prime farmland	84943.13	1.95	7.53%
TuB	Prime farmland if irrigated	656215.04	15.06	58.14%
FeC	Prime farmland if irrigated	387458.16	8.89	34.33%
		1128693.65	25.91	100%

SOIL INFORMATION IS DERIVED FROM THE USDA'S CANYON COUNTY SOIL SURVEY OF 2018

GRADE	SOILTYPE
1	BEST SUITED SOIL
2	BEST SUITED SOIL
3	MODERATELY SUITED SOIL
4	MODERATELY SUITED SOIL
5	LEAST SUITED SOIL
6	LEAST SUITED SOIL
7	LEAST SUITED SOIL
8	LEAST SUITED SOIL
9	LEAST SUITED SOIL





BEFORE THE CANYON COUNTY HEARING EXAMINER

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

IN THE MATTER OF AN APPLICATION BY:)	•
LOREN MCINTYRE	,)	CASE # CU2004-21
FOR A CONDITIONAL USE PERMIT)	PARCEL # R30154

I. APPLICATION PROCESS (CCCO 07-06-03)

1.1 LEGAL

Loren McIntyre is requesting a <u>Conditional Use Permit</u> to divide approximately 35 acres into four (4) residential lots in an "A" (Agricultural) Zone. A request is also being made for approval of an <u>Irrigation Plan</u> as well as <u>Waivers</u> of Subdivision Improvements consisting of concrete curbs, gutters, sidewalks, streetlights and asphalt paving. The subject property is located at 10478 Riverside Road at the southeast corner of Lewis Lane and Riverside Road in the NW ¼ of the NW ¼ of Section 18, T2N, R3W, BM.

1.2 PROCEDURAL HISTORY

On March 23, 2004, staff notified other agencies of this application and solicited their comments. On April 23, 2004, persons owning property within the set distance of the site were notified of the hearing by mail. On April 26, 2004, notice of the hearing was published in the Idaho Press Tribune. On April 30, 2004, notice of the public hearing was posted on the subject property.

II. PROPERTY REVIEW

2.1 PROPERTY HISTORY

The subject property is an original parcel.

III. PUBLIC HEARING

The Hearing Examiner, M. Jerome Mapp, opened public testimony.

- 3.1 Planner for the Development Services Department, Brant Jewett, reviewed the staff report for the record.
- 3.2 WITNESSES SIGNED UP IN FAVOR: Anne Marie Jones.
- 3.3 WITNESSES TESTIFYING IN FAVOR: Anne Marie Jones.

Anne Marie Jones - Representative

- Ms. Jones stated that Loren McIntyre is requesting a Conditional Use Permit to divide approximately 35-acres into four residential lots.
- Stated he currently has two administrative building permits on the subject property.
- Stated that in essence he is only asking for two additional lots.
- Stated that the smaller lots will be an average of four-acres.
- Stated that Mr. McIntyre's proposal seeks to preserve the viable farm ground and put the non-viable farm ground to it's best possible use; in this case it is residential home sites.
- Stated Mr. McIntyre currently farms the viable farm ground and will continue to do so.
- The portion of ground that he is seeking to put the additional two lots on is non-farmable due to the fact that it does not have an irrigation water right, it is gravely soils, and it is hilly.
- Stated that Mr. McIntyre is not seeking a change in the overall land use. The land that can be farmed is currently being used for farming purposes and it will continue to be used for farming purposes with a few residential home sites added to the portion that is non-farmable.
- Stated the following component of the Comprehensive Plan allow for approval of this application: Property Rights.
- Stated that denying this request would adversely impact the property value of the nonviable farm ground. As of right now it is completely worthless, and approval of the request would make it valuable to someone as a residential home site.
- Staff states that Population Policy 4 does not allow for approval of this request. Ms. Jones stated that it supports the application. Policy states in part to locate future population in areas outside of best suited and moderately suited agricultural areas.
- Stated that if you refer to the soils report from Canyon Soil Conservation District, you will see that 25% of this ground is not considered prime farmland soil, and if you refer to the letter from Wilder Irrigation District you will see that a portion of the ground is without a water right.
- Stated that Mr. McIntyre plans to divide the waterless, non-prime farmland into residential home sites; which in fact is the very intent of Population Policy 4.
- Stated that the best suited and moderately suited agricultural area of the subject property is currently being farmed and will continue to be farmed.
- Stated that Mr. McIntyre is locating the additional homes on the area of ground which is not best suited or even moderately suited agricultural areas.
- Stated that Policy goes on to state that the CUP process requires careful consideration of the impact that the development may have on existing surrounding land uses, while taking into account both citizen and pertinent agency inputs.

- Stated that they held a neighborhood meeting and that all attendees were in favor of the proposal.
- Stated that one of the feedlots listed on the staff report is owned by Robert Waters. He only has calves on his property in the fall and winter, not during the spring and summer.
- Stated that the prevailing winds blow southeast; which is away from the subject property.
- Stated that the other feedlot listed on the staff report is owned by Richard Dines, and just has a handful of animals left. He is trying to sellout and retire. Stated that by their estimation of location of his animals is more than two miles away from the subject property.
- Stated that none of the pertinent agencies have mentioned any opposition to the request.
- Stated that Nampa Highway Dist. has approved the approach and they already have the approach permit.
- Stated that Ag Lands Policy 1 and 2 allow for the approval of this request.
- Stated that a road users maintenance agreement will be established for maintenance of the private gravel road.
- Stated that concerning the Waivers request it is a rural-ag area. Curbs, gutters, sidewalks, streetlights, and paving would definitely be out of keeping with the surrounding area and aren't necessary for viability of the project. They would serve no useful purpose and would destroy the character of the area if installed.
- Stated that the irrigation plan shows sprinkle irrigation on parcels one and four.
 Parcels two and three are dry ground and there would be no irrigation run-off due to evaporation and absorption.
- Referred to Exhibit B.3 to show the subject property. Made reference to the hills, and the land that he would be preserving for farmland.
- Stated that the reason to increase from the two administrative lot splits to four total splits is because you always want to leave a building permit with a piece of property. So the whole portion that he is going to continue to farm would have one. That would leave one permit on the entire area, which is about 12 acres. It is dry ground, and would be hard for one person to try and come up with something to do with the land.
- Stated that by splitting it into three, it makes it more appealing for someone to buy. It's not as much ground to manage (4 acres vs. 12 acres).
- 3.3 WITNESSES SIGNED UP AS NEUTRAL: Jacob Baker.
- 3.4 NO WITNESSES TESTIFYING AS NEUTRAL.
- 3.4 NO WITNESSES IN OPPOSITION.

The Hearing Examiner, M. Jerome Mapp closed public testimony.

W.

FINDINGS OF FACT (CCCO 07-06-05 (3))

4.1 Whether this Chapter permits the use by conditional use permit?

Mr. Mapp cited the following from the staff report:

Yes, 07-12-07(3)(Z) & 07-12-07(8)(E).

4.2 Reasons for the application.

Mr. Mapp cited the following from the staff report:

The applicant proposes to divide 35 acres into four (4) residential lots.

4.3 Whether the proposed use is harmonious with and in accordance with the Comprehensive Plan.

Mr. Mapp cited the following from the staff report:

- A. Page 75: Guidelines to be used in administering the plan.
- B. This request is harmonious and in accordance with the following Comprehensive Plan provisions:

Property Rights:

In the 1994 Legislative Session, Idaho Code 67-8001, 8002, and 8003 were adopted to establish a process to better provide that land use policies, restrictions, conditions, and fees do not violate private property rights, adversely impact property values or create unnecessary technical limitations on the use of private property. It is the policy of the County to comply with the requirements of the Idaho Code provisions.

Population Policy 1:

To provide the planning base for an anticipated population of at least 105,000 by the year 2000, and 120,000 by the year 2010. This policy estimates and anticipates an annual increase of approximately 1.2 percent between 1990 and 2000, and could reach 1.5 percent between 2000 and 2010. This policy also recognizes that planning policies combined with past trends can anticipate the location of the expected population reasonably close and that the intent of the plan is to forecast and plan for the needs of population growth areas in terms of future facilities and services.

Agricultural Lands Policy 2:

To permit development on lands where soils are determined to be either "least suited" or "moderately suited" for agriculture only after careful study and review of

surrounding land uses that consider the long range impacts of mixed land uses in the area. This policy recognizes that land may be developed for other purposes only, when such developments do not harm or conflict with the agricultural activities in the immediate area and when adequate public services and facilities are either available or are made available as part of the development. This policy also recognizes that non-agricultural costs of development should not create increased tax burdens to current property owners.

C. This request is not harmonious and in accordance with the following Comprehensive Plan provisions:

Population Policy 3:

To encourage future population to locate within incorporated cities and/or "Areas of City Impact". This policy recognizes that population growth and the resulting development activity should occur where public infrastructure, services and facilities are available or where they are planned and will be provided in the near future.

Population Policy 4:

To locate future population in areas outside of best suited and moderately suited agricultural areas. This policy recognizes that productive agricultural areas are considered developed and to change the existing land use pattern to another land use or to mixtures of potentially conflicting land uses may cause irreparable damage to both the area and the agricultural industry of the county. This policy underscores other policies of the plan which seek to encourage the protection of prime "best suited" agricultural lands for the production of food and fibre. The county also recognizes that certain "moderately suited" and "least suited" agricultural areas may be considered for residential development through the Conditional Use Permit or Conditional Rezone process. These processes however, require careful consideration of the impact(s) that development may have on existing and surrounding land uses while taking into account both citizen and pertinent agency inputs. Urban and urban-type residential development is encouraged within incorporated cities and their corresponding areas of impact.

Overall Land Use Policy 1:

To encourage orderly growth throughout Canyon County while avoiding scattered development of land that may result in either or both of the following:

- (A) An adverse impact upon water quality, water supply, irrigation ditches, canals and systems, sewage disposal, public safety and emergency services, educational facilities and surroundings, transportation and transportation facilities, and other desired and essential services; and
- (B) The unnecessary imposition of an excessive expenditure of public funds for delivery of desired and essential services.

Overall Land Use Policy 2:

To protect agricultural, residential, commercial, industrial and public areas from the unreasonable intrusion of incompatible land uses.

Overall Land Use Policy 3:

To provide for appropriately located residential areas with an adequate variety of dwelling types and density ranges as needed to meet demands.

Overall Land Use Policy 7:

To encourage development in those areas of the county which provide the most favorable conditions for future community services.

Agricultural Land Use Policy 2:

To permit development on lands where soils are determined to be either "least suited" or "moderately suited" for agriculture only after careful study and review of surrounding land uses that consider the long range impacts of mixed land uses in the area. This policy recognizes that land may be developed for other purposes only, when such developments do not harm or conflict with the agricultural activities in the immediate area and when adequate public services and facilities are either available or are made available as part of the development. This policy also recognizes that non-agricultural costs of development should not create increased tax burdens to current property owners.

Area of City Impact Policy 1:

To recognize and cooperate with the municipalities of the county designating and developing "Areas of City Impact" in harmony with each city's trade area, geographic factors and areas that can reasonably expect to be annexed in the future. This policy recognizes that in many instances cities will enlarge and that annexations will also occur as a result. These logical city expansion areas should be anticipated and developed in close harmony with the affected city's comprehensive plan and related growth and development intents. This policy also assists in establishing the intent to have a greater variety of land use activities and densities in these unincorporated areas that are to be in a more urban condition in the future.

4.4 Whether the proposed use will be injurious to other property in the immediate vicinity and / or will change the essential character of the area?

Mr. Mapp stated that adding additional units in the area could change the essential character; maybe not today, but it would begin the direction that additional homes should be built there.

Whether adequate sewer, water and drainage facilities, and utility systems are to 4.5 be provided to accommodate said use?

Mr. Mapp cited the following from the staff report:

If the project is developed and operated as described in the applicant's Letter of Intent. then adequate sewer, drainage facilities, and utility systems will be provided to accommodate said use as described below.

A. Sewer:

Individual septic systems.

B. Water:

Individual domestic wells.

C. Drainage: No changes are proposed.

D. Utilities:

Currently provided to the subject property.

Whether measures will be taken to provide adequate access to and from subject 4.6 property so that there will be no undue interference with existing or future traffic patterns?

Mr. Mapp cited the following from the staff report:

Nampa Highway District #1 has stated no objections to the applicant's proposal (Exhibit C.2).

Whether essential public services such as, but not limited to, school facilities, 4.7 police and fire protection, emergency medical services and irrigation facilities, will be negatively impacted by such use or will require additional public funding in order to meet the needs created by the requested change.

Mr. Mapp cited the following from the staff report:

Idaho Power Company will provide electric service to this development, providing the customer abides by the Rules, Rates, and Regulations as approved by the Idaho Public Utilities Commission, and proper right-of-way can be obtained (Exhibit C.1).

Southwest District Health recommends the applicant contact SWDH and conduct prior planning since these cases are handled on a lot by lot basis. SWDH will require an on site evaluation prior to a subsurface sewage disposal permit being issued. All current rules and regulations pertaining to subsurface sewage disposal must be achieved (Exhibit C.3).

Wilder Irrigation District states that the subject property has a partial surface water right and the district does not oppose this request (Exhibit C.4).

Idaho Department of Environmental Quality has stated several recommendations regarding domestic wells and septic systems (Exhibit C.5).

No other agencies have responded at the time this staff report was written.

4.8 Whether the proposed use is essential or desirable to the public convenience or welfare?

Mr. Mapp stated that the applicant desires the proposed use, but it would have a negative impact to the area.

V. CONCLUSIONS OF LAW

The Canyon County Hearing Examiner is authorized to hear this case and to make a decision. Standards noted under Section III of the Staff Report were followed, which allowed for the procedures and processes of this hearing to be conducted.

VI. ORDER OF DECISION

Based on the Findings of Fact, Conclusions of Law and the reasons stated, the Canyon County Hearing Examiner orders Case # <u>CU2004-21</u> a request by Loren McIntyre for a <u>Conditional Use Permit</u> to divide approximately 35 acres into four (4) residential lots in an "A" (Agricultural) Zone, is **denied** for the following **reasons:**

1. It is not appropriate at this time to expand the residential development in this area, due to the fact that the remaining parcels are prime agricultural. The increase of residential units in the area could give the impression that this area is open for development.

Based on the Findings of Fact, Conclusions of Law and the reasons stated, the Canyon County Hearing Examiner orders that Case # <u>CU2004-21</u> a request by Loren McIntyre for an Irrigation Plan, is denied.

Based on the Findings of Fact, Conclusions of Law and the reasons stated, the Canyon County Hearing Examiner orders that Case # <u>CU2004-21</u> a request by Loren McIntyre for Waivers is **denied.**

Notice of Appellate Procedure

Pursuant to the provisions of Chapter 7, Article 3 of the Canyon County Code of Ordinances, an affected person aggrieved by this decision may file an appeal with the Development Services Department, together with the filing fee, within fifteen (15) calendar days after the date of the written decision. A certified copy of the file will be delivered to the Canyon County Board of Commissioners, which will schedule and conduct the appeal hearing.

WRITTEN FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER WAS APPROVED BY THE NYON COUNTY HEARING EXAMINER AT A SCHEDULED MEETING HELD MAY 27, 2004.

M. Jerome Mapp

Canyon County Hearing Examiner

5/17/04 Dated

ATTEST:

Keri K. Blankenship Recording Secretary





CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT 1115 Albany Street • Caldwell, Idaho • 83605 • Phone (208) 454-7458 Fax: (208) 454-6633 www.canyoncounty.org/dsd

LS2004-646

DECISION

ADMINISTRATIVE LAND DIVISION

(8)(A), (8)(B) AND (8)(C)
CANYON COUNTY CODE 07-12-07(8)

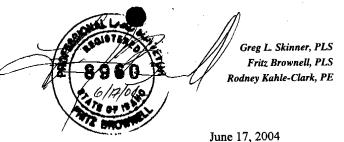
Loren McIntyre	LS2004-646
PROPERTY OWNER/APPLICANT	DSD CASE NUMBER
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LESS THAN 40 ACRES (8)	(B) 2. 4. 4. 5. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4.
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The application was to divide approxima	tely 35.26 acres into 2 parcels described as follows:
PARCEL 1: consisting of 31.44	acres
PARCEL 2: consisting of 3.99 a	CIPS
FARCEL 2. Consisting of 0.55 d	0103
The application documents including t	ne meets and bounds description(s) and, if applicable,
the record of survey and/or perpetual ea	sement(s) for ingress/egress evidence the land division
the record of survey and/or perpetual of	ninistrative land division is hereby approved.
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Director / Staff	7-5-04 Date
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Director / Staff State of Idaho County of Canyon County)	7-5-04 Date
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State of Idaho State of Idaho SS County of Canyon County) On this Service of the Idaho of	Date 2004, personally appeared before me, Dana R. Hu Ffaker et to be the signer of the above instrument by the oath of
State of Idaho State of Idaho County of Canyon County) On this Separate of Height State (activity proved to mean a compete	Date Date
Director / Staff State of Idaho County of Canyon County) On this State of Idaho A Hingsaff factorily proved to me heigh of the safe o	Date 2004, personally appeared before me, Dana R. Hu Ffaker et to be the signer of the above instrument by the oath of
Director / Staff State of Idaho County of Canyon County) On this	Date 2004, personally appeared before me, Dana R. Hu Ffaker e to be the signer of the above instrument by the oath of nt and credible witness for that purpose, by me duly sworn, and that
Director / Staff State of Idaho County of Canyon County) On this	Date 2004, personally appeared before me, Dana R. Hu Ffaker et to be the signer of the above instrument by the oath of
Director / Staff State of Idaho County of Canyon County) On this Harris Africactorily proved to m he(sha) Rectuted the same of the	Date 2004, personally appeared before me, <u>Dana R.Hu. Ffaker</u> e to be the signer of the above instrument by the oath of nt and credible witness for that purpose, by me duly sworn, and that ary: <u>Aama B. Huffaker</u>
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Exhibit B3.2



(208) 454-0933 Fax (208) 454-9492



Legal Description Job No. MY1104

Parcel 1

This parcel is a portion of Government Lot 1 of Section 18, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the northwest corner of said Government Lot 1;

thence North 88° 44' 42" East along the north boundary of said Government Lot 1 a distance of 59.10 feet;

thence South 00° 10' 18" East parallel with the west boundary of said Government Lot 1 a distance of 229.11 feet (of record 229.13 feet);

thence South 89° 09' 42" East a distance of 268.07 (of record 268.08 feet) to a point on the westerly top of bank of the Deer Flat Low Line Canal;

thence traversing said top of bank as follows:

North 20° 48' 53" West a distance of 69.99 feet;

North 10° 48' 50" West a distance of 85.43 feet;

North 01° 08' 04" East a distance of 88.75 feet to a point on the north boundary of said Government Lot 1;

thence North 88° 44' 42" East along said north boundary a distance of 923.90 feet to the northeast corner of said Government Lot 1,

thence South 00° 04' 53" West along the east boundary of said Government Lot 1 a distance of 1322.20 feet to the southeast corner of said Government Lot 1;

thence South 88° 44' 16" West along the south boundary of said Government Lot 1 a distance of 361.30 feet;

Legal Description, Job No. MY1104 Parcel 1, page 2 of 3

thence North 16° 24' 47" West a distance of 87.27 feet;

thence North 35° 33' 38" East a distance of 119.02 feet;

thence North 06° 31' 07" West a distance of 76.36 feet;

thence North 15° 09' 27" West a distance of 83.68 feet;

thence North 07° 31' 28" East a distance of 105.44 feet;

thence North 20° 16' 36" East a distance of 64.28 feet;

thence North 71° 30' 04" East a distance of 197.36 feet;

thence along a non-tangential curve to the left having a central angle of 38° 36' 50", a radius of 125.47 feet, an arc length of 84.56 feet and a long chord which bears North 64° 21' 04" East a distance of 82.97 feet to a point which lies 728.53 feet south of and 50.01 feet South 88° 44' 16" West of the northeast corner of said Government Lot 1;

thence North 00° 04' 53" East parallel with the east boundary of said Government Lot 1 a distance of 53.86 feet;

thence along a curve to the right having a central angle of 62° 11' 27", a radius of 95.74 feet, an arc length of 103.63 feet and a long chord which bears South 52° 32' 54" West a distance of 98.61 feet;

thence South 83° 27' 38" West a distance of 204.86 feet;

thence South 88° 44' 16" West a distance of 287.95 feet to a point on the centerline of the Deer Flat Low Line Canal as it now exists;

thence traversing said centerline as follows:

South 27° 38' 18" East a distance of 32.94 feet;

along a curve to the right having a central angle of 44° 44' 39", a radius of 149.05 feet, an arc length of 116.40 feet and a long chord which bears South 05° 15' 58" East a distance of 113.46 feet;

South 17° 06' 21" West a distance of 77.51 feet;



Legal Description, Job No. MY1104 Parcel 1, page 3 of 3

along a curve to the left having a central angle of 07° 25' 25", a radius of 432.38 feet, an arc length of 56.02 feet and a long chord which bears South 13° 23' 39" West a distance of 55.98 feet,

South 09° 40' 57" West a distance of 69.84 feet;

along a curve to the left having a central angle of 13° 07' 32", a radius of 258.24 feet, an arc length of 59.16 feet and a long chord which bears South 03° 07' 11" West a distance of 59.03 feet,

South 03° 26' 36" East a distance of 143.09 feet;

along a curve to the right having a central angle of 07° 45' 13", a radius of 217.86 feet, an arc length of 29.48 feet and a long chord which bears South 00° 26' 01" West a distance of 29.46 feet to a point on the south boundary of said Government Lot 1;

thence leaving said centerline and bearing South 88° 44' 16" West along said south boundary a distance of 571.22 feet to the southwest corner of said Government Lot 1;

thence North 00° 10' 18" West along the west boundary of said Government Lot 1 a distance of 1322.23 feet to the **POINT OF BEGINNING.**

This parcel contains 31.44 acres, more or less, and is subject to a county road right-of-way along the most northerly boundary, a 50.00-foot wide ingress-egress and utility easement along the north 728.53 feet of the east boundary and to all other easements and rights-of-way of record or implied.





2512 South Georgia Caldwell, ID 83605 (208) 454-0933 Fax (208) 454-9492



Greg L. Skinner, PLS Fritz Brownell, PLS Rodney Kahle-Clark, PE

June 17, 2004

Legal Description Job No. MY1104

Parcel 2

This parcel is a portion of Government Lot 1 of Section 18, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the southeast corner of said Government Lot 1;

thence South 88° 44' 16" West along the south boundary of said Government Lot 1 a distance of 361.30 feet to the TRUE POINT OF BEGINNING;

thence continuing South 88° 44' 16" West along said south boundary a distance of 274.29 feet to a point on the centerline of the Deer Flat Low Line Canal as it now exists;

thence traversing said centerline as follows:

along a curve to the left having a central angle of 07° 45' 13", a radius of 217.86 feet, an arc length of 29.48 feet and a long chord which bears North 00° 26' 01" East a distance of 29.46 feet;

North 03° 26' 36" West a distance of 143.09 feet;

along a curve to the right having a central angle of 13° 07' 32", a radius of 258.24 feet, an arc length of 59.16 feet and a long chord which bears North 03° 07' 11" East a distance of 59.03 feet;

North 09° 40' 57" East a distance of 69.84 feet;

along a curve to the right having a central angle of 07° 25' 25", a radius of 432.38 feet, an arc length of 56.02 feet and a long chord which bears North 13° 23' 39" East a distance of 55.98 feet;

North 17° 06' 21" East a distance of 77.51 feet;

along a curve to the left having a central angle of 44° 44' 39", a radius of 149.05 feet, an arc length of 116.40 feet and a long chord which bears North 05° 15' 58" West a distance of 113.46 feet;

Legal Description. Job No. MY1104 Parcel 2, page 2 of 2

North 27° 38' 18" West a distance of 32.94 feet;

thence leaving said centerline and bearing North 88° 44' 16" East parallel with the south boundary of said Government Lot 1 a distance of 287.95 feet;

thence North 83° 27' 38" East a distance of 204.86 feet;

thence along a curve to the left having a central angle of 62° 11' 27", a radius of 95.47 feet, an arc length of 103.63 feet and a long chord which bears North 52° 32' 54" East a distance of 98.61 feet to a point which lies 50.00 feet west of the east boundary of said Government Lot 1;

thence South 00° 04' 53" West parallel with said east boundary a distance of 53.86 feet to a point which lies South 00° 04' 53" West a distance of 728.53 feet and South 88° 44'16" West a distance of 50.01 feet from the northeast corner of said Government Lot 1;

thence along a non-tangential curve to the right having a central angle of 38° 36' 50", a radius of 125.47 feet, an arc length of 84.56 feet and a long chord which bears South 64° 21' 04" West a distance of 82.97 feet;

thence South 71° 30' 04" West a distance of 197.36 feet;

thence South 20° 16' 36" West a distance of 64.28 feet;

thence South 07° 31' 28" West a distance of 105.44 feet;

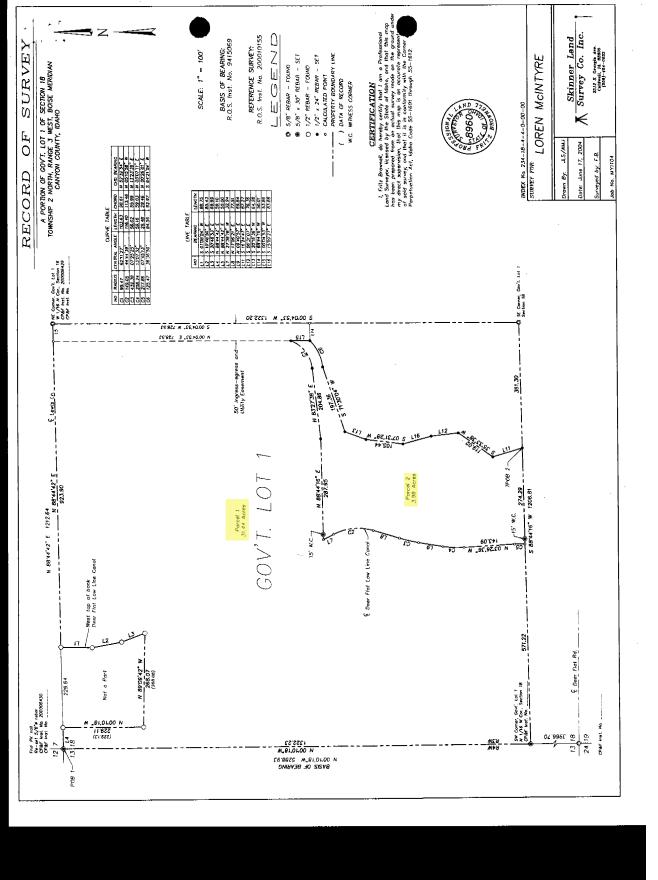
thence South 15° 09' 27" East a distance of 83.68 feet;

thence South 06° 31' 07" East a distance of 76.36 feet;

thence South 35° 33' 38" West a distance of 119.02 feet;

thence South 16° 24' 47" East a distance of 87.27 feet to the **TRUE POINT OF BEGINNING.**

This parcel contains 3.99 acres, more or less, and is subject to all easements and rights-of-way of record or implied. Also includes the use of a 50.00-foot wide ingress-egress and utility easement along the north 728.53 feet of the east boundary of said Government Lot 1.





CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT 1115 Albany Street • Caldwell, Idaho • 83605 • Phone (208) 454-7458 Fax: (208) 454-6633 <u>www.canyoncounty.org/dsd</u>

APPLICATION FOR AN ADMINISTRATIVE LAND DIVISION IN AN "A" (AGRICULTURAL) ZONE (Canyon County Code of Ordinances 07-12-07(8))

Assess	or's Account Nu	mber(s): R 30/54 Section /8 Township	21	Range 3 W
Propert	y Owner(s):	Name / 0478 RIVERSIDE ROAD Street Address City, State	_	
		Name J	Tele _l	phone Number
		10478 KIVERSIDE NOAD	CALDU	<u>7in</u>
Subdivi	sion:	Street Address City, State	Lot:	Block:
		e a company of the state of the	•	
Please	indicate the type	e of administrative land division desired:	FOR	OFFICE USE ONLY
	LESS THAN 4	IO ACRES (8)(A) O ACRES (8)(B) FARM GROUND (8)(C) OF BUILDING PERMITS ON CONTIGUOUS PARCELS		Il Applicable Items: Agency Notification Required
You ma		submit the following with this application:		rigation Plan Needed
8	effective date of	ship he property has not been divided since the of zoning ordinance 79-008 (Sept. 6, 1979). upporting information for claim of non-viable		Plat Required Subdivision Waivers Requested by Applicant
0	farm ground If applicable, se	upporting information for claim of conservation of productive promotion of effective or efficient farming.	l	City Notification Required:
Filing F	ee to accompar	ny this Application: \$_ 250.00		Non-viable farm ground
=====	====== Appl	icant Acknowledgement ==============		Conservation or efficient
guaran submit determ	tee that a land one of the folkination regarding Metes Record	derstand that this application for a land division does not division will be approved. I further understand that I must owing for each of the ALLOWED parcels before a final g the administrative land division can be made. and bounds description d of Survey		farming information
	d By: Ma De	M. M. M. Date: 7,8,04		
	sted By: ///	Applicant		
division	and this applic	ation has been accepted. ed By: Date: Director / Staff		

System User- HUFFAKER	Date (TO VIEW ANOTO TO		TRQK101
01 5R30154-0000 181-00	SCH139		10,700	19.00
	======	02	1,300	4.00
MC INTYRE, KATHY S		05	300	9.72
·		19		2.54
		32	2,100	
10478 RIVERSIDE RD CALDWELL ID 83605	======			
18-2N-3W NW		TOTAL	14,400	35.26
LT 1 IN NWNW LS TX 00162		=========		=========
LEWIS LN, CA		PARCEL 5R021 PRIOR ACCOUNT 02 MH on Pro	EAP 99 MAN 9 NO3W183001 H NT 4R30154-	APPR MKB 8 UNIT 0 /O N C/B N 0000

Ty 2

ag 7100d NAMPAIT

OCP PLAT BOOK

L. S. Loren Mc Intyre

Skinner Land Survey Co., Inc. 2512 S. Georgia Ave. Caldwell, ID 83605 (208) 454-0933

INVOICE

Date	Invoice #
6/17/2004	1164

Bill To	
Loren McIntyre 10478 Riverside Rd. Caldwell, ID 83607	

		Terms	Due Date	Job No.
		Due Now	6/17/2004	MY1104
No. of Hours	Description		Price Each	Amount
9.5 4.75	Research Boundary survey and split Calculations, Legal Descriptions, I Prepare Record of Survey map	15 - 100 - 153525	80.00 150.00 80.00 60.00	80.00 1,425.00 380.00 180.00
OTE: Account	ts over 30 days will be	To	otal	\$2,065.0
	ect to an added 1.75% MONTHLY rest fee on the unpaid balance AND		yments/Credits	\$0.0
terest fee on tl	he unpaid balance AND NON THE SUBJECT	14	J 112011107	\$0.0

DOLLARS \$250.00 HOW PAID CHECK ORDER

3547

NO.

FOR VALUE RECEIVED,

00512044

LOREN W. MCINTYRE, SPOUSE OF THE GRANTEE

Does hereby convey, release, remise and forever quit claim unto

Exhibit B3.3

KATHY S. MCINTYRE, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

verside food, Coldwell, ID whose current address is:

the following described premises:

Parcel 3:

This parcel is a portion of Government Lot 1 of Section 18, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of said Government Lot 1; thence

South 00°04'53" West along the East boundary of said Government Lot 1 a distance of 1,322.20 feet to the Southeast corner of said Government Lot 1; thence

South 88°44'16" West along the South boundary of said Government Lot 1 a distance of 361.30 feet; thence

North 16°24'47" West a distance of 87.27 feet; thence

North 35°33'38" East a distance of 119.02 feet; thence

North 06°31'07" West a distance of 76.36 feet; thence

North 15°09'27" West a distance of 83.68 feet; thence

North 07°31'28" East a distance of 105.44 feet; thence

North 20°16'36" East a distance of 64.28 feet; thence

North 71°30'04" East a distance of 197.36 feet; thence

Along a curve to the left having a radius of 125.47 feet, a central angle of 38°36'50", an arc length of 84.56 feet and a long chord which bears North 64°21'04" East a distance of 82.97 feet; thence

North 00°04'53" East parallel with the East boundary of said Government Lot 1 a distance of 728.543 fee to a point on the North boundary of said Government Lot 1; thence

North 88°44'42" East along said North boundary a distance of 50.00 feet to the POINT OF BEGINNING

Parcel 3a:

Includes the use of a 50.00-foot wide ingress-egress and utility easement more particularly described as follows:

Beginning at the Northeast corner of said Government Lot 1; thence

South 00°04'53" West along the East boundary of said Government Lot 1 a distance of 728.53 feet; thence South 88°44'16" West a distance of 50.01 feet; thence

North 00°04'53" East a distance of 728.54 feet to a point on the North boundary of said Government Lot 1; thence

North 88°44'42" East along said North boundary a distance of 50.00 feet to the POINT OF BEGINNING EXCEPT any portion lying within Parcel 3.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: DECEMBER 1, 2005

STATE OF IDAHO)

) ss:

COUNTY OF CANYON)

OF DECEMBER ,2005, BEFORE ME, THE UNDERSIGNED, A NOTARY ON THIS PUBLIC PERSONALLY APPEARED ,LOREN W. . MCINTYRE , KNOWN TO ME OR PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

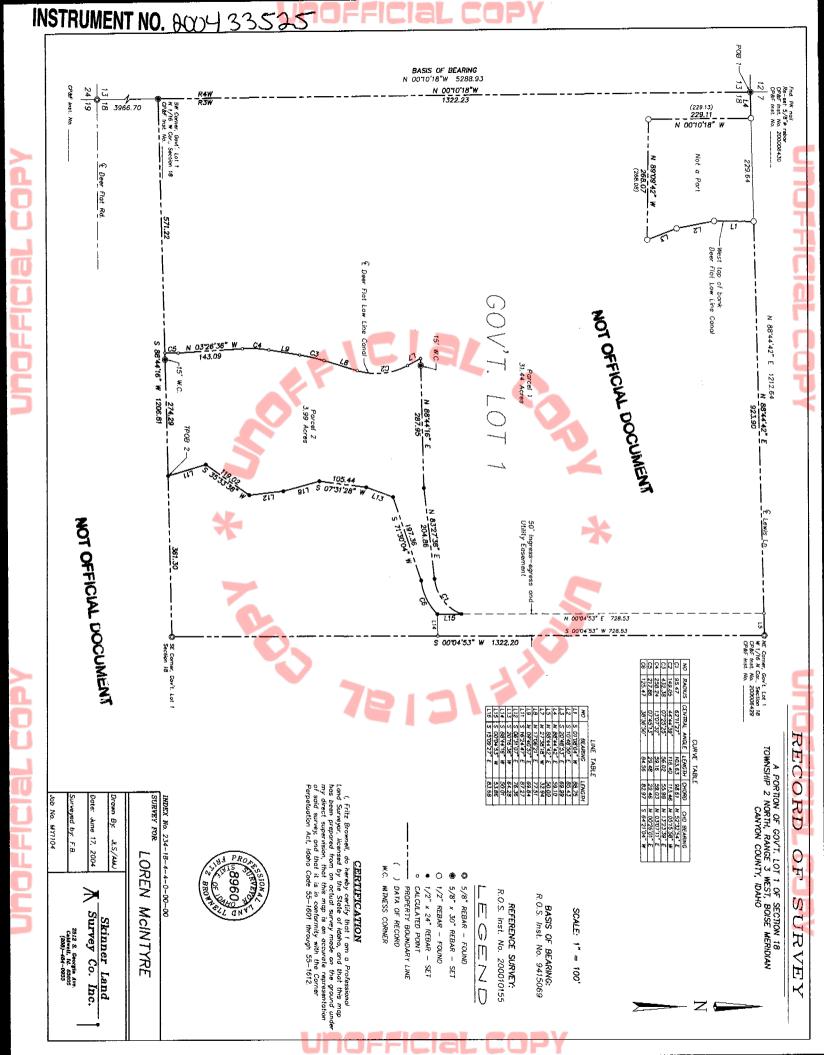
KENNA K. MERRIGAN **NOTARY PUBLIC**

RESIDING AT:

MY COMMISSION EXPIRES:

10/16/06 (SEAL)





Con

REOUEST XINDEC (AND DE VEN)
TYPE SLEVELY FEE al CI M 4 11 00 TI 00 CANYON CUTY RECORDER 6 NOEL HALES

200433525

RECORDED

UNOFFICIAL COPY

UNOFFICIAL COPY

NCE ST

(Tageona)

QUITCLAIM DEED

ORDER NO.: AT-5100720412JM

FOR VALUE RECEIVED,

Kathy S. McIntyre, a married woman as her sole and separate property

do(es) hereby convey, release, remise and forever quitclaim unto

Kathy S. McIntyre and Loren W. McIntyre, wife and husband

whose current address is:

17767 Lewis Lane, Caldwell, ID 83607

the following described premises:

EXHIBIT A

Parcel I

This parcel is a portion of Government Lot 1 of Section 18, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of said Government Lot 1; thence South 00°04'53" West along the East boundary of said Government Lot 1 a distance of 1322.20 feet to the Southeast corner of said Government Lot 1; thence South 88°44'16" West along the South boundary of said Government Lot 1 a distance of 361.30 feet; thence

North 16°24'47" West a distance of 87.27 feet; thence

North 35°33'38" East a distance of 119.02 feet; thence

North 06°31'07" West a distance of 76.36 feet; thence

North 15°09'27" West a distance of 83.68 feet; thence

North 07°31'28" East a distance of 105.44 feet; thence

North 20°16'36" East a distance of 64.28 feet; thence

North 71°30'04" East a distance of 197.36 feet; thence along a curve to the left having a radius of 125.47 feet, a central angle of 38°36'50", an arc length of 84.56 feet and a long chord which bears

North 64°21'04" East a distance of 82.97 feet; thence

North 00°04'53" East parallel with the East boundary of said Government Lot 1 a distance of 728.543 feet to a point on the North boundary of said Government Lot 1; thence

North 88°44'42" East along said North boundary a distance of 50.00 feet to the POINT OF BEGINNING.

Parcel II

Includes the use of a 50.00 foot wide ingress-egress and utility easement more particularly described as follows:

Beginning at the Northeast corner of said Government Lot 1; thence South 00°04'53" West along the East boundary of said Government Lot 1 a distance of 728.53 feet; thence

South 88°44'16" West a distance of 50.01 feet; thence

North 00°04'53" East a distance of 728.54 feet to a point on the North boundary of said Government Lot 1; thence

North 88°44'42" East along said North boundary a distance of 50.00 feet to the POINT OF BEGINNING.

EXCEPT any portion lying within Parcel I.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Dated: May 8, 2007

Kardy S.M. Entere

State of Idaho

County of CANYON

}ss

On this Th On this day of day of personally appeared to the person(s) whose name(s) ware subscribed to the within Instrument and

acknowledged to me that he she'they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in

this certificate first above written.

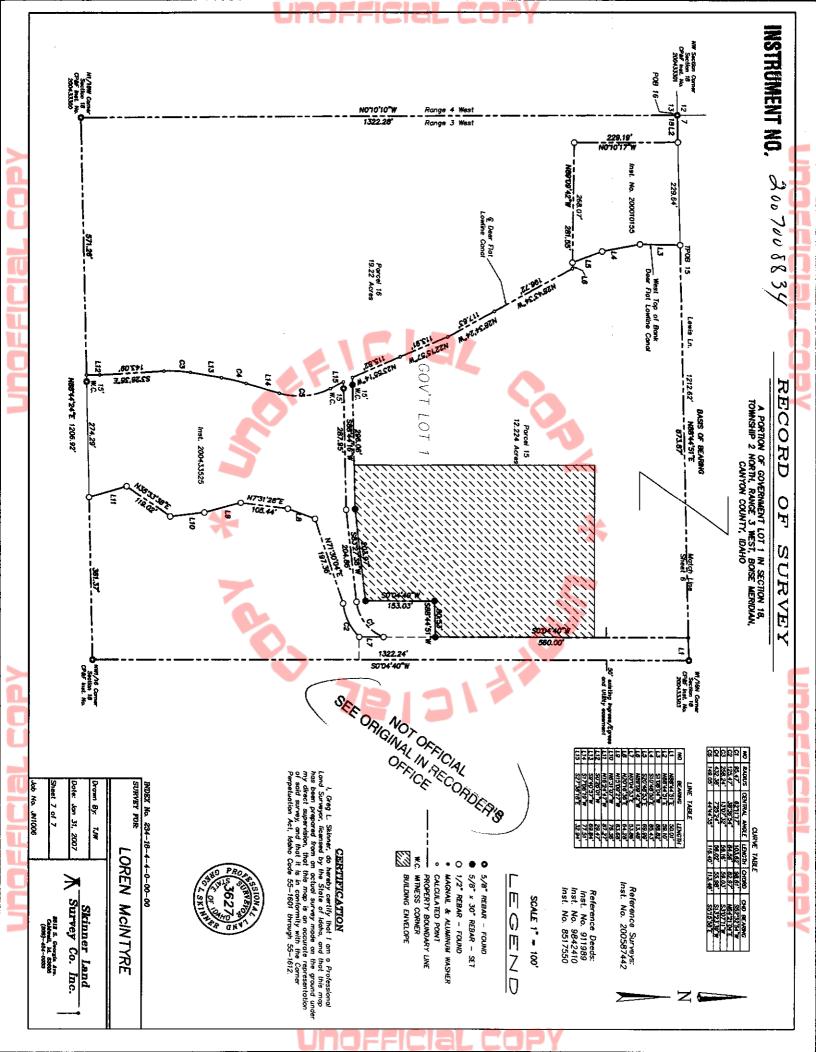
Notary Public for the State of Idaho

Residing at:

Commission Expires:



Unofficial copy



Store ICIAL COL

2007008834

UNOFFICIAL COPY

unofficial copy

CANNON CHITY FROORDER

\$302003X

permint.rtm

6/9/05

Canyon County

Development Services Department

Certificate of Zoning Compliance/Permit

Exhibit B3.4

Printed: 6/22/2005 Page 1 of 3

Zoning 454-7458

FAX 454-6633

Building 454-7460

www.canyoncounty.org/dsd

Comments: SFR w/ attached garage

Tracking Number: BP2005-705

n I Niconale and	R30154 Pe	ermit Is For: SFR w/Attached Garage	
arour manner	K30104	Square Footage: 5710	
Section: 18 Township: 2N	Sit	te Address: 17707 Lewis Road	
Fownship: 2N Range: 3W		ct Address:	1
1/4 Section NW		Nampa, ID 83686	1.
Acreage of Parcel:	31.44 Ad	ddress Assigned By City Of:	
County Zone: A	,	Subdivision:	1
City Impact Area: NO		Lot:	
County Set Backs:		Block:	1.
Front: 30	Front:	Land Coo Gass	
Side: 10	Side:	Parcel Flood Zone: Zone X - Outside SFHA	
Rear: 20	Rear:	Project Flood Zone: X - Outside SFHA	
Sec Line: N/A		Hwy Dist: Nampa	
1/4 Sec Line: N/A		Fire Dist: Marsing	
		\wedge	
Address: 16069	MARK DEVELOPMENT HOMEDALE ROAD dale, ID 83628	Applicant Role: Contractor Cellular: Voice: 453-8002	
Property Owner: Address:	Loren McIntyre 17707 Lewis Rd Nampa, ID 83686	Cellular: Voice: 453-1887	· .
Address: 160	NDMARK DEVELOPMEN 69 HOMEDALE ROAD nedale, ID 83628	NT Cellular: Voice: 453-8002 Primary? ☑	-
App Accepted By Filing Date: 6/22/	y: Keri Blankenship 2005 Status : Ir	ncomplete On Hold By:	

015-581



CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

1115 Albany Street • Caldwell, Idaho • 83605 • Phone (208) 454-7458 Fax: (208) 454-6633 • www.canyoncounty.org/dsd

Issuance of a Certificate of Address

(Canyon County Code of Ordinances 06-05-01)

This certifies that the address of 17995 E. Lewis Lane has been assigned to Loren! Kathy McInture for the property or portion of property described as Assessor Parcel Number and as (if applicable) of
Commercial Shop for Agriculture (12,500 sq.ft) This address was assigned based was a
This address was assigned based upon:
Information supplied by the applicant: Distance of 30' feet from the driveway to Section Corner 18000 Block Nearest section comer or main road intersection the location of the driveway is changed.
Information on a recorded subdivision plat: Distance offeet from the approximate center of the lot to
Other:
This address is recorded on Page \(\frac{101}{01} \) of the Canyon County Rural Addressing Maps. The Canyon County Assessor, the applicable post office and interested agencies are notified of the new address.
Canyon County assumes no responsibility for the determination of which post office (city) delivers mail to this
Reviewed and approved by Authorizing signature
O:\Department Forms\500 - Zoning Compliance\Addressing\581 Issuance of Certificate Address.doc

FOR INTERNAL USE ONLY NOT FOR DISTRIBUTION TO THE PUBLIC

ENTER PARCEL NU	MBER: R3015	1500000 1401200 171010
OWNERS NAME:	MC INTYRE L	OREN AND KATHY LIVING TRUST
CO-OWNERS NAME:	MC INTYRE LOREN W TRUSTEE	
MAILING ADDRESS:	17767 LEWIS LN	
	CALDWELL	ID 83607
SITE ADDRESS:	17767 LEWIS LN CA	
TAXCODE: 18	10000 Tran	ster at Building
OCATION: TOWNSHIP:	1810000 Transfer of Building 2N 3W Permits- Revision 18 to previous transfer	
RANGE:	3W Peri	m1 55- 10013100
SECTION:	18 +0 p	previous transfer
QUARTER:	1444	() to steward
ACRES:	5.14	to parce (6) of same ownership
DRAIN DISTRICT	NO	
ZONING DESCRIPTION:	AG	AGRICULTURAL
HIGHWAY DISTRICT:	690 NAMPA HWY DIST #1	
FIRE DEPT:	717 MARSING FIRE	
SCHOOL DISTRICT:		70 VALLIVUE SCHOOL DIST #139
IMPACT AREA: URBAN GROWTH AREA:	NO NO	
IRRIGATION DISTRICT:	WILDER IRRIGATION DISTRICT	
FEMA FLOOD ZONE:	X	EN INGGATION DISTRICT
INSIDE FLOODWAY:	NO	
FIRM PANEL NUMBER:	16027C0375F	
WETLAND:	NO	118846-184
NITRATE PRIORITY:	NO	Loren mcIn 573-746
PRINCIPAL ARTERIAL:	NO	1 nren 1
COLLECTOR:	NO	-12-746
INSTRUMENT NO. :	2009047393	
SCENIC BYWAY:	NO	
LEGAL DESCRIPTION:	18-2N-3W NW	TX 05903 IN GOVT LT 1 IN NWNW
		0

3. WETLANDS CLASSIFICATION WILL POPULATE IF "ANY" PORTION OF SAID PARCEL CONTAINS A DELINEATED WETLAND.
4. COLLECTORS AND ARTERIALS ARE BASED ON THE SHERRIFS CENTERLINE WITH AN ADDITIONAL 100 FOOT BUFFER.

Kathy Frost

Exhibit B3.6

To:

Patrick Williamson (patrick.williamson00@gmail.com)

Subject:

application

Attachments:

DOC.pdf

Patrick.

I am going through old files from Randall's desk and I found the attached application, there has been no activity on it after it was submitted on August 19, 2019. The owners of record have changed, the property now belongs to Richard Rowe. With no activity since then I think it is time to expire the application. Can you give me some direction as to what you would like to do with it. It looks like you submitted the application the receipt has your last name on it. If I don't hear anything back on it I will expire it on 5/31/2021.

Thank you,

Kathy Frost
Office Manager
208-455-5961
kfrost@canyonco.org
Canyon County Development Services
111 North 11th Avenue #140
Caldwell ID 83605

Master Application
Canyon County Development Services 111 N.11th Ave., Caldwell, ID 83605
Phone 208-454-7458 fax 208-454-6633 www.canyoncounty.org



	w. carry officount	y.015			1892
Owner(s) information:	1			•	/
Name: Loren W. MIn/	yre	Telephon	208-5	73-7465 Fax	N/A
Address: 17767 Lewis	h.	1		inture 57/0	amail.com
City: Caldwell State: Id. Zi	p:83607	Tore	nW.	m & hother	8-23-19
I consent to this application and allow DSD staff / Cothe property for site inspections.	emmissioners to enter	Signature If owner(s) a those that in	are a busines		Date: siness documents, including sign
Applicant/Representative: Business Nam	e·	Addition	al Contac	t if applicable: Busin	ana Nama.
Name: Patick Williamson	·.	Nama: T		Wiam Son - Wi	ess Name:
Address: 19550 Eat A Bite	h	Address:	10500	e I A Pil	HI am son Reality
	Zip:83607	City: Co	1 11		7 82/27
Telephone: (Zo8) 965# 9334 Fax:	1/1		0		7 Zip: 83607
Email: patrick. Williamson	Danaile			573-6277 Fax:	
I certify this information is correct to the be	a gmail. Com	Email:	Willia	mson52 Egmail	,Com
knowledge.	est of my			or if applicable: Busin	
0 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		Name 5 K	nnecu	ad Survey	Phone: (208)454_0933
Jahrash Wille 8	123/19			Sand Hollow Rd I	
Signature: (Applicant)	Date	City:	-	^	
20 N 1968 W		Email: 57	eveys	Skinner land	SULVEY, COM
Site Information: Address: 17767	LewisLn		_Total A	reage: 5. 7	
Tax Parcel Number(s): R 301547	1200			•	
Section: 18 Township: 2N		_ Quarter	Section:	Zoning:	
Area of Impact: Subdivi	sion:		Lo	t: Block:	
Check application type:					18
	ADMINISTRATIV	E APPLIC	CATIONS		
☐ Accessory uses/structures to Permitted Use			Parcel Inc		
☐ Assisted Care Facility ☐ Bed and Breakfast			Private Ro	oad & Driveways serving	g 2 properties
☐ Group Day Care Facility				Boundary Adjustment	
☐ Firewood Sales			Quasi-Pul	olic Use	
☐ Reduction Frontage, Easement, Road Lot			Sign	y Use New Application	on D Donousel
☐ Floodplain Development			Utility Fac		on 🗀 Kenewai
☐ Home Business ☐ New Application ☐ Rene	wal		Variance		
☐ Land Division Administrative				rgy System Small	
☐ Mineral Extraction short term				istillery, Brewery	
☐ Public Service Agency Telecom >75'			Zoning Co	empliance Certificate	
	HEARING LEVE	L APPLICA	ATIONS		
□ Appeal			Time Exte	nsion	
☐ Comprehensive Plan Change ☐ Text ☐ Map			Variance		
☐ Conditional Use ☐ Conditional Use Modification				dinance Amendment	IMap □Text
- Conditional Ose Modification			Road Nam	e Change	
	SUBDIVISION A				
☐ Final Plat				dment or Minor Replat	
☐ Short Plat				anges to a Plat	
☐ Preliminary Plat			Vacation o	f Plat, Lot, Road, Easen	nent
Office Use Only: Casoff: 219-0100 Rec. By	KO	Date:	119	Fees: 300 06	Receipt #:



CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue #140, Caldwell, ID 83605 www.canyonco.org/dsd.aspx

Phone: 208-454-7458 Fax: 208-454-6633

AFFECTED PROPERTY OWNER NOTARY PAGE:

STATE: ZIP: S3607 TELEPHONE: S73 J46 FAX: EMAIL: MC_INT_Y & 5 7	
NAME:	PROPERTY OWNER (if not applicant): PARCEL#
STATE: ZIP: ZIP: ZIP: ZIP: ZIP: ZIP: ZIP: ZIP:	NAME: Loren W. McInture
STATE: ZIP: ZIP: ZIP: ZIP: ZIP: ZIP: ZIP: ZIP:	ADDRESS: 17767 / PMIS / n.
TELEPHONE: 208 573 7/16 5 FAX: SMAIL: Which is the applicant listed on the application, the property owner must have their signature notarized. Consent to this application, I certify this information is correct, and allow Development Services staff to enter the property for related site inspections. I agree to indemnify, defend and hold Canyon County and its employees harmless from any claim or liability resulting from any lispute as to the statements contained in this application or as to the ownership of the property, which is the subject of the application. SECOUNTY OF Canyon County On this 2014 day of August in the year 2014, before me During August a notary public, bersonally appeared Library and acknowledged to me that ne(she) executed the same. Notary: My Commission Expires: Day and Jacob My Commissio	12/11/21/
NOTE: If property owner is not the applicant listed on the application, the property owner must have their signature notarized. consent to this application, I certify this information is correct, and allow Development Services staff to enter the property for related site inspections. I agree to indemnify, defend and hold Canyon County and its employees harmless from any claim or liability resulting from any dispute as to the statement contained in this application or as to the ownership of the property, which is the subject of the application. GIGNATURE: DATE: DATE:	20C 572-7415
NOTE: If property owner is not the applicant listed on the application, the property owner must have their signature notarized. Consent to this application, I certify this information is correct, and allow Development Services staff to enter the property for related site inspections. I agree to indemnify, defend and hold Canyon County and its employees harmless from any claim or liability resulting from any lispute as to the statement contained in this application or as to the ownership of the property, which is the subject of the application. BIGNATURE: DATE: DATE:	14/meint a 170 Cmil cam
consent to this application, I certify this information is correct, and allow Development Services staff to enter the property for related site inspections. I agree to indemnify, defend and hold Canyon County and its employees harmless from any claim or liability resulting from any dispute as to the statement contained in this application or as to the ownership of the property, which is the subject of the application. Solution of Canyon County On this Label day of August in the year 2017, before me Solution and acknowledged to me that he (she) executed the same. Notary: My Commission Expires: On the statement of related site of related site of the application of the property of related site of the property of related site of the property of related site of the property of the proper	
State of Idaho SS County of Canyon County On this Ablad day of August in the year 2017, before me Source for the presonally appeared Loven for May Depresonally 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: My Corumission Expires: On this Ablad day of August in the year 2017, before me to be the person whose name is subscribed by the within instrument, and acknowledged to me that he(she) executed the same. Notary: My Corumission Expires: On this Ablad day of August in the year 2017, before me to be the person whose name is subscribed by the within instrument, and acknowledged to me that he(she) executed the same.	
Sounty of Canyon County On this 2012 day of 11215t, in the year 2017, before me Sound Amble, a notary public, personally appeared 2019 to the within instrument, and acknowledged to me that he (she) executed the same. Notary My Commission Expires: Day and Jacob Amble and Am	I consent to this application, I certify this information is correct, and allow Development Services staff to enter the property for related site inspections. I agree to indemnify, defend and hold Canyon County and its employees harmless from any claim or liability resulting from any dispute as to the statements contained in this application or as to the ownership of the property, which is the subject of the application.
County of Canyon County On this And day of August, in the year 2017, before me Source August, a notary public, personally appeared Loven W. Total Copersonally 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: My Commission Expires: Day 2017 2017	SIGNATURE: John W. Mchilyre DATE: 8-23-19
County of Canyon County On this And day of August, in the year 2017, before me Source August, a notary public, personally appeared Loven Wolffeld 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: My Commission Expires: Day 25/2020	
County of Canyon County On this And day of August, in the year 2017, before me Source August, a notary public, personally appeared Loven W. Total Copersonally 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: My Commission Expires: Day 2017 2017	
On this 2016 day of August in the year 2017, before me Source August, a notary public, personally appeared Loven Wolf Title of 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: My Commission Expires: Day 2017 2017	State of Idaho) SS
on this And a day of The War 1, in the year 2017, before me North Market, a notary public, a notary public, personally appeared Liven to be the person whose name is subscribed to the within instrument, and acknowledged to me that he(she) executed the same. Notary: My Commission Expires: Day 2017 My Commission Expires:	County of Canyon County)
Notary: Notary	On this day of the sear 2017, before me Therefore the a notary public,
Line C. II.	to the within instrument, and acknowledged to me that he(she) executed the same. Notary: Notary:
PUBLIC Comm. No. 518 P. A. T. OF TO THE OF THE	Land C. In
ATE OF STREET	PUBLIC
	TE OF WHITE

We are applying for a Property Boundary Adjustment to sell a 6 acre parcel. The 6 acre parcel has a residence that had the septic tank placed in the neighboring parcel. To complete the sale of this parcel the septic field needs to be included with the property.

Property Owner:

Date:

Applicant Representative:

Date: 6/23/19

Canyon County, 111 North 11th Avenue, Caldwell, ID 83605

(208) 454 7458 = (208) 454 6633 Fax = <u>DSDInfo@canyonco.org</u> = <u>www.canyonco.org/dsd</u>

August 23, 2019

RE: Parcel Inquiry for Woods Parcels

Question: How many lot splits and building permits are available? What is the rezone process?

Canyon County Zoning Ordinance Article 18 Administrative Land Divisions, allows original parcels that predate adoption of the Zoning Ordinance on September 6, 1979 and have never been divided, a one-time lot split. The minimum lot size is 1 acre per parcel. Parcels 80 acres and less are eligible for 2 residential lots.

R33499: According to the Assessor's Maps this parcel dates to at least 1946. It is considered original and eligible for Administrative Land Division. It has 2 building permits available and could be split into 2 lots with permits or 3 lots, 2 with permits, and 1 AG only parcel with no permit available.

R3339: According to the Assessor's Maps the west and east 40 acres were owned together. A 1.29 acre parcel was split off the 80 acres in 1981 and referred to as Tax 5. Because the legal description refers to the 80 as the N½ rather than 2 separate 40 acres it is considered 1 parcel. Since the parcel was split in 1981 it is not considered original or eligible for Administrative Land Division. 1 building permit is available.

R33357: According to Assessor's Maps this is an original parcel dating to 1954, the parcel was sold to Wood's Farm in 1987 and excepted the road. It is considered original and eligible for Administrative Land Division. It has 2 building permits available and could be split into 2 lots with permits or 3 lots, 2 with permits, and 1 AG only parcel with no permit available.

R33501: According to the Assessor's Maps this parcel is original.

R33502: The mother parcel appears to have included (R33502, R33502010, and R33502011). In 1976 the west 40 acres was split off to Williamson (R33502010). In 1977 (R33502 and R33502011) were split off.

R33502011: See above description.

R33494: The original parcel was 80.2 acres. The home site on 0.91 acres (R33494-010) was split off via deed December 4th, 1979. The remaining 79 acre parcel was split via deed along the Deer Flat Canal in 1998 into a 30.87 acre parcel (R33494011) and a 48.47 acre parcel (R33494).

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.

The split in 1979 would be unted as an Administrative Land Division. The second Division in 1998 was not completed in accordance with Canyon County Zoning code. The parcel was no longer eligible for Administrative Land Division and did not follow the Rezone and Subdivision process. As a result it is not eligible for a building permit.

R33494011: See above description. Not eligible for a building permit, until parcel is in compliance.

R33347: According to Assessor's Maps this is an original parcel dating to at least 1974. As such it is considered original and eligible for Administrative Land Division. 2 building permits are available. The parcel does appear to be land-locked with no legal access, which would need to be resolved for an Administrative Land Division to take place.

R33344: According to the Assessor's Maps this is an original parcel. As such it is considered original and eligible for Administrative Land Division. 2 building permits are available.

R33354: Assessor's maps indicate the subject parcel was sold to Wood's Farm in 1984 It APPEARS to be an original parcel and eligible for Administrative Land division. 2 building permits are available.

TOTAL BUILDING PERMITS AVAILIBLE: 11 BUILDING PERMITS AVAILABLE

TOTAL ADMINISTRATIVE LAND DIVISIONS AVAILIBLE: 5 LAND DIVISIONS AVAILABLE

Any further divisions would require a Comprehensive Plan Map amendment (\$2500) to change the *future* zoning from agriculture to residential, a rezone (\$850) to change the *current* zoning from agriculture to residential, followed by the subdivision process (\$1680 + \$10/lot) to legally plat and record lots. The county offers three different rural residential zoning districts. R-R is a 2 acre minimum lot size, R-1 is a 1 acre lot size, and R-2 is ½ acre lot size. The minimum lot size in the county is 1 acre in order to meet the setback distances between individual well and septic systems to prevent contamination. R-2 zoning is reserved for areas around city boundaries where the lot can be hooked to city water, sewer or both.

All properties are currently zoned agriculture, the future zoning is agricultural, the parcels are not located in a City area of impact, and there are no parcels zoned residential in the immediate vicinity. These conditions create a very unfavorable environment for a rezone request. A request is not likely to be approved at this time.

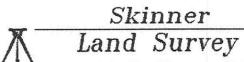
Please note that a parcel having a "building permit" means the "right" to develop a residential home, and not the number of buildings a parcel can actually have. The Agricultural-zoning district does allow 1 primary residence and 1 secondary residence per parcel. The property owner must live onsite and the homes cannot be split off without the above approvals.

The Administrative Land Division process also allows the transfer of building permits between contiguously owned properties to allow for clustering of homes and maintaining large productive agricultural parcels.

If you have any further questions please contact me. Sincerely,

Kate Dahl Planner III kdahl@canyonco.org

Planning • Zoning • Building • Code Enforcement



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August 22, 2019

Legal Description for Loren McIntyre Job No. AU1519

Parcel A

This parcel is a portion of Government Lot 1 of Section 18 in Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of the Government Lot 1, (W1/16N Corner, Section 18) a found 5/8 inch diameter rebar;

thence South 00°04'40" West along the East boundary of Government Lot 1 a distance of 1322.24 feet to the Southeast corner of Government Lot 1, a found 5/8 inch diameter rebar;

thence South 88°44'24" West along the South boundary of Government Lot 1 a distance of 361.37 feet to a found ½ inch diameter rebar;

thence North 16°24'47" West a distance of 87.27 feet to a found 1/2 inch diameter rebar;

thence North 35°33'38" East a distance of 119.02 feet to a found ½ inch diameter rebar;

thence North 6°31'07" West a distance of 76.36 feet to a found ½ inch diameter rebar;

thence North 15°09'27" West a distance of 83.68 feet to a found 1/2 inch diameter rebar;

thence North 7°31'28" East a distance of 105.44 feet to a found ½ inch diameter rebar;

thence North 20°16'36" East a distance of 64.28 feet to a found 1/2 inch diameter rebar;

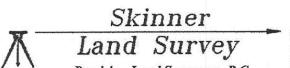
thence North 71°30'04" East a distance of 197.36 feet to a found ½ inch diameter rebar;

thence Northeasterly 84.62 feet along the arc of a curve to the left having a radius of 125.47 feet, a central angle of 38° 38' 25" and a long chord which bears North 64°20'18" East a distance of 83.02 feet to a found ½ inch diameter rebar;

thence North 00°04'40" East a distance of 53.91 feet to a found 1/2 inch diameter rebar;

thence Southwesterly 103.72 feet along the arc of a curve to the right having a radius of 95.47 feet and a central angle of 62° 14′ 50" and a long chord which bears South 52°31′08" West 98.69 feet to a found ½ inch diameter rebar;

thence North 6°26'35" West a distance of 20.00 feet to a found 5/8 inch diameter rebar;



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McIntyre Legal Description Parcel A, Page 2 of 2

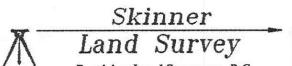
thence North 00°04'40" East a distance of 153.03 feet to a found 5/8 inch diameter rebar;

thence North 88°44'51" East a distance of 80.53 feet to a found 5/8 inch diameter rebar;

thence North 00°04'40" East a distance of 560.00 feet to a point on the North boundary of Government Lot 1, a found ½ inch diameter rebar;

thence North 88°44'51" East along said North boundary a distance of 50.01 feet to the TRUE POINT OF BEGINNING, said parcel being 5.417 Acres more or less, and being subject to any and all easement and rights of way of record or implied.





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August 15, 2019

Legal Description for Loren McIntyre Job No. AU1519

Release Parcel

This parcel is a portion of Government Lot 1 of Section 18 in Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northeast corner of the Government Lot 1, (W1/16N Corner, Section 18) a found 5/8 inch diameter rebar;

thence South 88°44'51" West along the North boundary of Government Lot 1 a distance of 50.01 feet;

thence South 00°04'40" West parallel with the East boundary of Government Lot 1 a distance of 560.00 feet to the TRUE POINT OF BEGINNING;

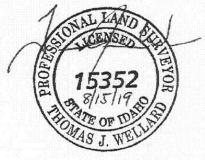
thence continuing South 00°04'40" West a distance of 114.61 feet;

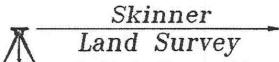
thence Southwesterly 103.72 feet along the arc of a curve to the right having a radius of 95.47 feet, a central angle of 62° 14′ 50″ and a long chord which bears South 52°31′08″ West a distance of 98.69 feet;

thence North 6°26'35" West a distance of 20.00 feet;

thence North 00°04'40" East a distance of 153.03 feet;

thence North 88°44'51" East a distance of 80.53 feet to the TRUE POINT OF BEGINNING, said parcel being 0.288 Acres more or less, and being subject to any and all easement and rights of way of record or implied





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August 22, 2019

Legal Description for Loren McIntyre Job No. AU1519

Retained Parcel

This parcel is a portion of Government Lot 1 of Section 18 in Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northwest corner of the Government Lot 1, (NW Section Corner, Section 18) a found aluminum cap monument;

thence North 88°44′51" East along the North boundary of Government Lot 1 a distance of 59.10 feet to a found 5/8 inch diameter rebar;

thence South 00°10'17" East a distance of 229.19 feet to a found 1/2 inch diameter rebar;

thence South 89°09'42" East a distance of 268.07 feet to a found ½ inch diameter rebar;

thence North 20°48'53" West a distance of 69.99 feet to a found ½ inch diameter rebar;

thence North 10°48'50" West a distance of 85.43 feet to a found ½ inch diameter rebar;

thence North 1°08'04" East a distance of 88.82 feet to a point on the North boundary of Government Lot 1, a found 5/8 inch diameter rebar;

thence North 88°44'51" East along said North boundary a distance of 873.87 feet to a found ½ inch diameter rebar;

thence South 00°04'40" West parallel with and Fifty feet west of the East boundary of Government Lot 1 a distance of 560.00 feet to a found 5/8 inch diameter rebar;

thence South 88°44'51" West a distance of 80.53 feet to a found 5/8 inch diameter rebar;

thence South 00°04'40" West a distance of 153.03 feet to a found 5/8 inch diameter rebar;

thence South 6°26'35" East a distance of 20.00 feet; to a found 1/2 inch diameter rebar;

thence South 83°27'38" West a distance of 204.86 feet to a found 1/2 inch diameter rebar;

thence South 88°44'16" West a distance of 287.95 feet to a point on the centerline of the Deer Flat Lowline Canal witnessed by a found 5/8 inch diameter rebar bearing North 88°44'16" East a distance of 15.00 feet;

Skinner Land Survey

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McIntyre Legal Description Retained Parcel, Page 2 of 2

thence traversing said centerline as follows:

South 27°38'18" East a distance of 32.94 feet to the beginning of a curve tangent to said line;

Southeasterly 116.40 feet along the arc of a curve to the right, having a radius of 149.05 feet, a central angle of 44° 44′ 35" and a long chord which bears South 5°15′58" East a distance of 113.46 feet;

South 17°06'19" West tangent to said curve, a distance of 77.51 feet to the beginning of a curve tangent to said line;

Southwesterly 56.02 feet along the arc of a curve to the left, having a radius of 432.38 feet, a central angle of 07° 25' 24" and a long chord which bears South 13°23'39" West a distance of 55.98 feet;

South 9°40'57" West tangent to said curve, a distance of 69.84 feet to the beginning of a curve tangent to said line;

Southwesterly 59.16 feet along the arc of a curve to the left, having a radius of 258.24 feet, a central angle of 13° 07' 32" and a long chord which bears South 3°07'11" West a distance of 59.03 feet;

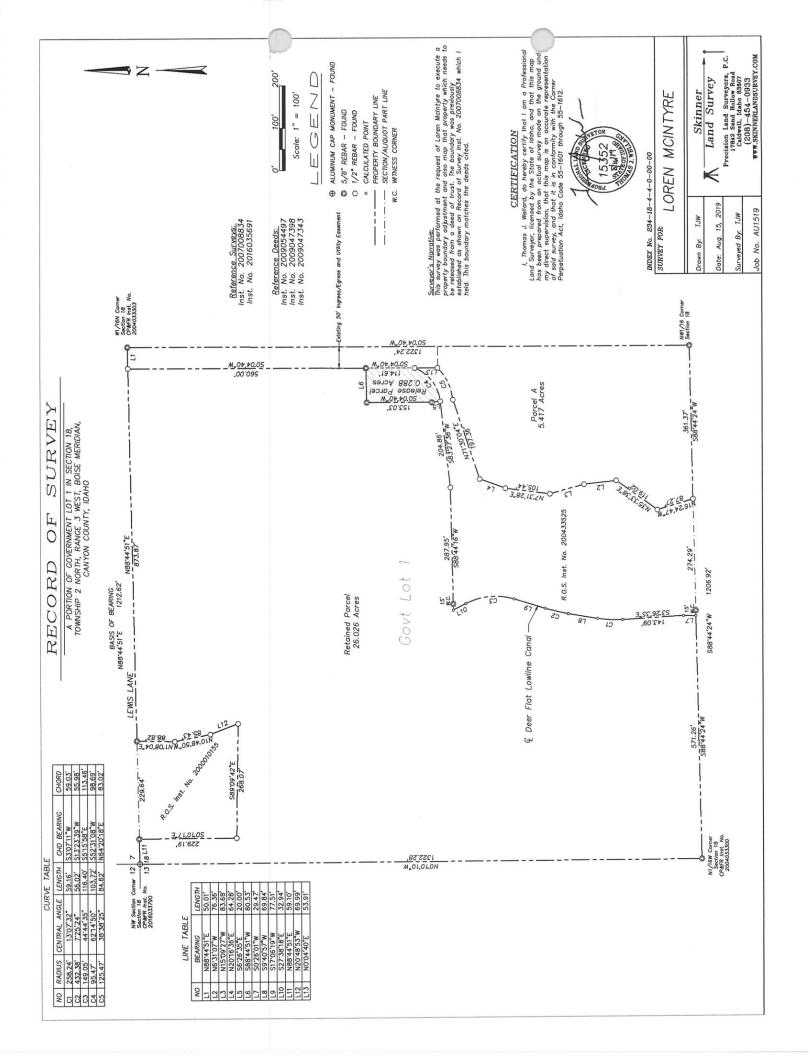
South 3°26'35" East tangent to said curve, a distance of 143.09 feet;

South 00°26'01" West a distance of 29.47 feet to a point on the South boundary of Government Lot 1 witnessed by a found 5/8 inch diameter rebar bearing North 88°44'24" East a distance of 15.00 feet;

thence South 88°44'24" West along said South boundary a distance of 571.26 feet to the Southwest corner of Government Lot 1, a found 5/8 inch diameter rebar;

thence North 00°10'10" West along the West boundary of Government Lot 1 a distance of 1322.28 feet to the **POINT OF BEGINNING**, said parcel being 26.026 Acres more or less, and being subject to any and all easement and rights of way of record or implied.





2007032927

Return To: WELLS FARGO BANK, N.A.

FINAL DOCUMENTS X9999-01M 1000 BLUE GENTIAN ROAD EAGAN, MN 55121-1663 Prepared By:

Prepared By:
PAUL SCHROEDER
WELLS FARGO BANK, N.A.

6501 S FIDDLERS GREEN CIR GREENWOOD VILLAGE, CO 80111-

ALLIANCE - NAMPA

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DEED OF TRUST

0170379531

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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 MAY 8, 2007 together with all Riders to this document.

(B) "Borrower" is

KATHY S MCINTYRE AND LOREN W MCINTYRE, WIFE AND HUSBAND

Borrower is the trustor under this Security Instrument.

(C) "Lender" is WELLS FARGO BANK, N.A.

Lender is a National Association organized and existing under the laws of THE UNITED STATES OF AMERICA

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

FORM 3013 1/01

Page 1 of 18

Initials: 45m LWM

SID01 Rev 11/04/00

Lender's address is P. O. BOX 5137, DES MOINES, IA 50306-5137
Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is PIONEER TITLE COMPANY OF ADA COUNTY
(E) "Note " means the promissory note signed by Borrower and dated MAY 8, 2007
The Note states that Borrower owes Lender SIX HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 Dollars
(U.S. \$
Periodic Payments and to pay the debt in full not later than JUNE 1, 2037
(F) "Property" means the property that is described below under the heading "Transfer of
Rights in the Property."
(G) "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.
(H) "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]:
Adjustable Rate Rider Condominium Rider Second Home Rider
Balloon Rider Planned Unit Development Rider 1-4 Family Rider
☐ VA Rider ☐ Biweekly Payment Rider ☐ Other(s) [specify]
(I) "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.
(J) "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.
(K) "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.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "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.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or
default on, the Loan.
(O) "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.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et
seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be
amended from time to time, or any additional or successor legislation or regulation that

SID02 Rev 12/18/00

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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. (Q) "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

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 of Borrower's convenants 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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LEGAL DESCRIPTION IS ATTACHED HERETO AS SCHEDULE "A" AND MADE A PART HEREOF.

Parcel ID Number: 17767 LEWIS LANE CALDWELL ("Property Address"): which currently has the address of [Street]

[City], Idaho

83607

[Zip Code]

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 COVENANTS that Borrower is lawfully seised 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 nonuniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Initials: GM LWM FORM 3013 1/01

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

 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.

Initiats: 15 Cum FORM 3013

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

Initials: VGM LWM

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

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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

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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

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(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

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. 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.

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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.

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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

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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 provision 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

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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.

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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 or 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.

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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 Environment 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

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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 a 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. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the 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. 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. Either the Property is not more than 40 acres in area or the Property is located within an incorporated city or village.

Initials: FORM 3013

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and in any Rider execu	ited by Borrower and record	ded with it.
	KAZHY S MOINTYRE	Little (Seal) Borrower
	LOREN W MCINTYRE	M (Seal) Borrower
	t and in any Rider execu	John W. W

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in

STATE OF IDAHO, CANYON

County ss:

On this 8TH

day of

MAY, 2007

, before me,

a Notary Public in and for said county and state, personally appeared KATHY S MCINTYRE AND LOREN W MCINTYRE, WIFE AND HUSBAND

Non-Borrower: LOREN W MCINTYRE

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY THE OF IDAM

My Commission Expires:

Fleeiding in Caldwell, ideho
My Commission estime: 12-23-2010

SID18R Rev.03/06/2007

Page 18 of 18

Initials Con Lum FORM 3013 1

EXHIBIT A

Parcel I

This parcel is a portion of Government Lot 1 of Section 18, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of said Government Lot 1; thence South 00°04'53" West along the East boundary of said Government Lot 1 a distance of 1322.20 feet to the Southeast corner of said Government Lot 1; thence South 88°44'16" West along the South boundary of said Government Lot 1 a distance of 361.30 feet; thence

North 16°24'47" West a distance of 87.27 feet; thence

North 35°33'38" East a distance of 119.02 feet; thence

North 06°31'07" West a distance of 76.36 feet; thence

North 15°09'27" West a distance of 83.68 feet; thence

North 07°31'28" East a distance of 105.44 feet; thence

North 20°16'36" East a distance of 64.28 feet; thence

North 71°30'04" East a distance of 197.36 feet; thence along a curve to the left having a radius of 125.47 feet, a central angle of 38°36'50", an arc length of 84.56 feet and a long chord which bears

North 64°21'04" East a distance of 82.97 feet; thence

North 00°04'53" East parallel with the East boundary of said Government Lot 1 a distance of 728.543 feet to a point on the North boundary of said Government Lot 1; thence North 88°44'42" East along said North boundary a distance of 50.00 feet to the POINT OF BEGINNING.

Parcel II

Includes the use of a 50.00 foot wide ingress-egress and utility easement more particularly described as follows:

Beginning at the Northeast corner of said Government Lot 1; thence South 00°04'53" West along the East boundary of said Government Lot 1 a distance of 728.53 feet: thence

South 88°44'16" West a distance of 50.01 feet; thence

North 00°04'53" East a distance of 728.54 feet to a point on the North boundary of said Government Lot 1; thence

North 88°44'42" East along said North boundary a distance of 50.00 feet to the POINT OF BEGINNING.

EXCEPT any portion lying within Parcel I.

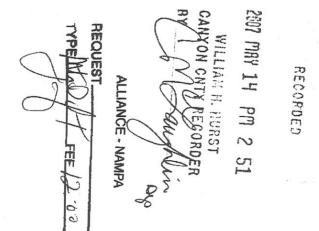
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Recording requested by:
Wells Fargo Bank, N.A.
AMANDA HOULE
DOC PREP
ONE HOME CAMPUS, MAC X2303013
DES MOINES, IOWA 50328
888-934-3669

When Recorded Return To:
Wells Fargo Bank, N.A.
Attn: Document Mgt.
P.O. Box 31557 MAC B6955-015
Billings, MT 59107-9900

AT-5700720412 Jm State of Idaho

REFERENCE #: 20071151414000



Space Above This Line For Recording Data-

Account number: 650-650-5644752-1XXX

SHORT FORM DEED OF TRUST

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Short Form Deed of Trust ("Security Instrument") is MAY 08, 2007 and the parties are as follows:

TRUSTOR ("Grantor"): KATHY S MCINTYRE AND LOREN W MCINTYRE, WIFE AND HUSBAND

whose address is: 17767 LEWIS LN, CALDWELL, IDAHO 83607-0000

TRUSTEE: Wells Fargo Financial National Bank, PO Box 31557 Billings, MT 59107

BENEFICIARY ("Lender"): Wells Fargo Bank, N.A., 101 North Phillips Avenue, Sioux Falls, SD 57104

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, all of that certain real property located in the County of <u>CANYON</u>, State of Idaho, described as follows:
SEE EXHIBIT A

with the address of 17767 LEWIS LN, CALDWELL, IDAHO 83607 and parcel number of 181-00 R30154012 0, together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above.

3. MAXIMUM OBLIGATION LIMIT AND SECURED DEBT. The total amount which this Security Instrument will secure shall not exceed \$123,000.00 together with all interest thereby accruing, as set forth in the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt ("Secured Debt") of even date herewith, and all amendments, extensions, modifications, renewals or other documents which are incorporated by reference into this Security Instrument, now or in the future. The maturity date of the Secured Debt is MAY 08, 2047.

IDDeed-short CDP.V1 (06/2002)

1/3

- 4. MASTER FORM DEED OF TRUST. By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Master Form Deed of Trust ("Master Form"), inclusive, dated February 1, 1997, and recorded on February 18, 1997 as Instrument Number 9704799 in Book N/A at Page N/A of the Official Records in the Office of the Recorder of CANYON County, State of Idaho, are hereby incorporated into, and shall govern, this Security Instrument.
- 5. RIDERS. If checked, the following are applicable to this Security Instrument. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument

N/A Third Party Rider

N/A Leasehold Rider

N/A Other: N/A

SIGNATURES: By signing below, Grantor agrees to perform all covenants and duties as set forth in this Security Instrument. Grantor also acknowledges receipt of a copy of this document and a copy of the provisions contained in the previously recorded Master Form (the Deed of Trust-Bank/Customer Copy).

Hard S. M. Litine	May. 8.
Grantor KATHY S MCINTYRE	Date
Josep W. M. Elnhus	5-8-6
Grantor LOREN W. MCINTYRE	Date
Grantor	Date
Grantor	Date
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	2.00
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Grantor	× .
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ACKNOWLEDGMENT:	Ovem Diahte				
For An Individual Acting In His/He State of Idaho, county of		.SS.			
		-			
On this 8th day of 1	JAY	in the year of <u>Oct</u>	<u> </u>	, before me	
RAMPHO Q HODIDU	ir	, personally appear	red		
KATHY METUT	IRE Y LOPS	NW. MET			
			', known		
identified to me (or proved to me or	the oath of), to	be the person whose na	ame is subscrib	ed to the	
within instrument, and acknowledge	ed to me that he (or	they) executed the sam	e.		
	•	1.5			
IN WITNESS WHEREOF, I hav	e hereunto set my h	and and affixed my off	icial seal the d	av and year	in
this certificate first above written.				ay and your.	
this certificate thist above written.					
-> C 101				,257	
Duckey rooks			IAO	ASCU-	
Notary Public for The SAD			NO.		1
Residing at			- P		6.
My commission expires	Flooiding in Caldwell, Ide	ito	A. M	OTA	0
•	My Commission anning	1232.2010	* 9	THE STATE OF	=
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EXHIBIT A

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North 16°24'47" West a distance of 87,27 feet; thence

North 35°33'38" East a distance of 119.02 feet; thence

North 06°31'07" West a distance of 76.36 feet: thence

North 15°09'27" West a distance of 83.68 feet; thence

North 07°31'28" East a distance of 105.44 feet; thence

North 20°16'36" East a distance of 64.28 feet; thence

North 71°30'04" East a distance of 197.36 feet; thence along a curve to the left having a radius of 125.47 feet, a central angle of 38°36'50", an arc length of 84.56 feet and a long chord which bears

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North 88°44'42" East along said North boundary a distance of 50.00 feet to the POINT OF BEGINNING.

EXCEPT any portion lying within Parcel I.

FOLLOW INSTRUCTIONS A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-8	58-5294	2017-	055979	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com C. SEND ACKNOWLEDGMENT TO: (Name and Address)	35 025 1	12/22/201 CHRIS Y	ORDED 17 03:53 PM (AMAMOTO	
1404 78231 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703-4261	Filed In: Idaho (Canyon)	Pgs=2 HCRETAL TYPE: UCC-F CORPORATION SE ELECTRONICALLY		
DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (name will not fit in line 1b, leave all of item 1 blank, check here 1a. ORGANIZATION'S NAME K & L Farm Properties	and provide the Individual Debtor info	fy, or abbreviate any part of the De		ndividual Debte
Tb. INDIVIDUAL'S SURNAME	FIRST PERSONAL NA	ME ADD	ITIONAL NAME(S)/INITIAL(S)	SUFFIX
c. MAILING ADDRESS 17767 Lewis Lane	Caldwell	STA ID	POSTAL CODE 83607	COUNTRY
DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (in name will not fit in line 2b, leave all of item 2 blank, check here 2a. ORGANIZATION'S NAME 2b. INDIVIDUAL'S SURNAME	and provide the Individual Debtor info	ormation in item 10 of the Financin		
. MAILING ADDRESS	CITY	STA	E POSTAL CODE	COUNTRY
SECURED PARTY'S NAME (or NAME of ASSIGNEE	GIGNOR SECURED PARTY): Provide o	only <u>one</u> Secured Party name (3a o	or 3b)	
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAI	ME ADD	ADDITIONAL NAME(S)/INITIAL(S)	
MAILING ADDRESS 600 HWY 169 S, SUITE #30	0 CITY MINNEAPOLIS	S MN		COUNTRY
COLLATERAL: This financing statement covers the following coll One (1) New 2017 Custom 50'x200' Hay Ba One (1) New 2017 Custom 50'x200' Hay Ba	ateral: arn together, with all fixtu arn together, with all fixtu	res, attachments, cor res, attachments, cor	nponents, and acces	ssories.
This financing statement is filed for precauti above are owned by the Secured Party and and conditions of the applicable lease docu essee thereunder) now in effect or anticipa such lease to be a true lease and not a lease	l are leased (or are intendent ments between the Secuted to be executed by the	ded to be leased) to t ured Party (as lessor t	he Debtor pursuant hereunder) and the	to the ten Debtor (a
Check only if applicable and check only one box: Collateral is head. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction	eld in a Trust (see UCC1Ad, item 17 an		istered by a Decedent's Persona nly if applicable and check <u>only</u> o	

UCC FINANCING STATEMENT ADDENDUM **FOLLOW INSTRUCTIONS** 9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here 9a. ORGANIZATION'S NAME K & L Farm Properties, LLC 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c 10a. ORGANIZATION'S NAME OR 10b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) 10c. MAILING ADDRESS STATE POSTAL CODE COUNTRY ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b) 11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 11c. MAILING ADDRESS CITY POSTAL CODE COUNTRY 12. ADDITIONAL SPACE FOR ITEM 4 (Collateral): 13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the 14. This FINANCING STATEMENT: REAL ESTATE RECORDS (if applicable) covers timber to be cut covers as-extracted collateral is filed as a fixture filing 15. Name and address of a RECORD OWNER of real estate described in item 16 16. Description of real estate: (if Debtor does not have a record interest): K&L Farm Properties, LLC Government lot 1 Section 18 Township 2 North, Range 3 west Boise Meridian, Canyon County

17. MISCELLANEOUS:

R30154 PARCEL INFORMATION REPORT

9/30/2019 4:19:55 PM

PARCEL NUMBER: R30154

OWNER NAME: K L FARM PROPERTIES LLC

CO-OWNER:

MAILING ADDRESS: 17767 LEWIS LN CALDWELL ID 83607

SITE ADDRESS: 17995 LEWIS LN CA 83607

TAX CODE: 1810000

TWP: 2N

RNG: 3W

SECTION: 18

ACRES: 25.91

HOME OWNERS EXEMPTION: No

AG-EXEMPT:

DRAIN DISTRICT: NOT In Drain Dist

ZONING DESCRIPTION: AG / AGRICULTURAL

HIGHWAY DISTRICT: NAMPA HWY DIST

FIRE DISTRICT: MARSING FIRE

SCHOOL DISTRICT: VALLIVUE SCHOOL DIST

IMPACT AREA: NOT In Impact Area

FUTURE LAND USE: AG

IRRIGATION DISTRICT: WILDER IRRIGATION DISTRICT

FEMA FLOOD ZONE: X

FEMA FLOODWAY: NOT In FLOODWAY

FIRM PANEL NUMBER: 16027C0350F

WETLAND: NOT In WETLAND

NITRATE PRIORITY: NO Nitrate Prio

PRINCIPAL ARTERIAL: NOT In Principal Art

COLLECTOR: NOT In COLLECTOR

INSTRUMENT NO.: 2019043536

SCENIC BYWAY: NOT In Scenic Byway

LEGAL DESCRIPTION: 18-2N-3W NW GOVT LT 1 IN NWNW LS TX 00162, 04505, 19570 &

LS A PT OF RD ON N

PLATTED SUBDIVISION:

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 SHERRIFS CENTERLINE WITH AN ADDITIONAL 100 FOOT BUFFER.

R30154012 PARCEL INFORMATION REPORT

9/30/2019 3:38:17 PM

PARCEL NUMBER: R30154012

OWNER NAME: PEREIRA JUSTIN LEE

CO-OWNER: PEREIRA MELICIA MAN-HON

MAILING ADDRESS: 17767 LEWIS LN CALDWELL ID 83607

SITE ADDRESS: 17767 LEWIS LN CA

TAX CODE: 1810000

TWP: 2N

RNG: 3W

SECTION: 18

ACRES: 5.43

HOME OWNERS EXEMPTION: Y

AG-EXEMPT:

DRAIN DISTRICT: NOT In Drain Dist

ZONING DESCRIPTION: AG / AGRICULTURAL

HIGHWAY DISTRICT: NAMPA HWY DIST

FIRE DISTRICT: MARSING FIRE

SCHOOL DISTRICT: VALLIVUE SCHOOL DIST

IMPACT AREA: NOT In Impact Area

FUTURE LAND USE: AG

IRRIGATION DISTRICT: WILDER IRRIGATION DISTRICT

FEMA FLOOD ZONE: X

FEMA FLOODWAY: NOT In FLOODWAY

FIRM PANEL NUMBER: 16027C0375F

WETLAND: NOT In WETLAND

NITRATE PRIORITY: NO Nitrate Prio

PRINCIPAL ARTERIAL: NOT In Principal Art

COLLECTOR: NOT In COLLECTOR

INSTRUMENT NO.: 2019043536

SCENIC BYWAY: NOT In Scenic Byway

LEGAL DESCRIPTION: 18-2N-3W NW TX 19570 IN GOVT LT 1 IN NWNW

PLATTED SUBDIVISION:

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.
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Canyon County Development Services

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

Receipt Number: 25766

Date:

8/23/2019

Date Created: 8/23/2019

Receipt Type: Normal Receipt

Comments:

Customer's Name: Williamson

Status: Active

CHARGES

Item Being Paid For:

AD2019-0106

Application Number: Amount Paid: Prevs Pymnts: Unpaid Amnt:

Planning - Director's Decision without Notification to Property Owners - All

Others

\$300.00

\$0.00

\$0.00

Sub Total:

\$300.00

Sales Tax:

\$0.00

Total Charges:

\$300.00

PAYMENTS

Type of Payment:

Check/Ref Number:

Amount:

Check

2140

\$300.00

Total Payments:

\$300.00

ADJUSTMENTS

Receipt Balance:

\$0.00

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CANYON COUNTY ASSESSOR'S TAX NUMBER: 05903

SECTION/TOWNSHIP/RANGE: 18-2N-3W-NW

SUBDIVISION:

LOT\BLOCK\TRACT: GOVT LT 1
ACCOUNT NUMBER: R30154-012

TAX YEAR: 2005

INST: # 200582478

DATE: DECEMBER 9, 2005
GRANTOR: MC INTYRE, KATHY S

GRANTEE: LANDMARK DEV LLC & MC INTYRE, KATHY S

NOTICE

THESE DOCUMENTS ARE MAINTAINED FOR
ASSESSMENT PURPOSES & SHOULD NOT
BE RELIED UPON FOR DETERMINING
PROPERTY BOUNDARIES & CURRENT
PROPERTY OWNERSHIP.

Parcel 3:

This parcel is a portion of Government Lot 1 of Section 18, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

ENVELOPE

KEED IN

BEGINNING at the Northeast corner of said Government Lot 1; thence

South 00°04'53" West along the East boundary of said Government Lot 1 a distance of 1,322.20 feet to the Southeast corner of said Government Lot 1; thence

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ENNETODE KEED IN

10512044

QUITCLAIM DEED

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18-2 N-3W

KE WE

FOR VALUE RECEIVED,

LOREN W. MCINTYRE, SPOUSE OF THE GRANTEE

Does hereby convey, release, remise and forever quit claim unto

KATHY S. MCINTYRE, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

whose current address is: 10478 River Side Road, Coldwell, ID 8360

the following described premises:

Parcel 3:

This parcel is a portion of Government Lot 1 of Section 18, Township 2 North, Range 3 West of the Bois Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of said Government Lot 1; thence

South 00°04'53" West along the East boundary of said Government Lot 1 a distance of 1,322.20 feet to the

Southeast corner of said Government Lot 1; thence

South 88°44'16" West along the South boundary of said Government Lot 1 a distance of 361.30 feet;

North 16°24'47" West a distance of 87.27 feet; thence

North 35°33'38" East a distance of 119.02 feet; thence North 06°31'07" West a distance of 76.36 feet; thence

North 15°09'27" West a distance of 83.68 feet; thence

North 07°31'28" East a distance of 105.44 feet; thence

North 20°16'36" East a distance of 64.28 feet; thence North 71°30'04" East a distance of 197.36 feet; thence

Along a curve to the left having a radius of 125.47 feet, a central angle of 38°36'50", an arc length of 84.56

feet and a long chord which bears North 64°21'04" East a distance of 82.97 feet; thence

North 00°04'53" East parallel with the East boundary of said Government Lot 1 a distance of 728.543 fee

to a point on the North boundary of said Government Lot 1; thence

North 88°44'42" East along said North boundary a distance of 50.00 feet to the POINT OF BEGINNING

Parcel 3a:

Includes the use of a 50.00-foot wide ingress-egress and utility easement more particularly described as follows:

Beginning at the Northeast corner of said Government Lot 1; thence

South 00°04'53" West along the East boundary of said Government Lot 1 a distance of 728.53 feet; thence

South 88°44'16" West a distance of 50.01 feet; thence

North 00°04'53" East a distance of 728.54 feet to a point on the North boundary of said Government Lot

North 88°44'42" East along said North boundary a distance of 50.00 feet to the POINT OF BEGINNING EXCEPT any portion lying within Parcel 3.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: DECEMBER 1, 2005

LOREN W. MCINTYRE

STATE OF IDAHO)

) ss:

COUNTY OF CANYON)

OF DECEMBER ,2005 , BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC PERSONALLY APPEARED ,LOREN W. . MCINTYRE , KNOWN TO ME OR PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE_EXECUTED THE SAME.

KENNA K. MERRIGAN **NOTARY PUBLIC** RESIDING AT:

MY COMMISSION EXPIRES:

10/16/06 (SEAL)



18-2N-3W



0

ŝ œ __



TitleOne

OUITCLAIM DEED

FOR VALUE RECEIVED,

KATHY S. MCINTYRE, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

Does hereby convey, release, remise and forever quit claim unto

LANDMARK DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY AND KATHY S. MCINTYRE, A MARRIED MAN AS HER SOLE AND SEPARATE PROPERTY

Riverside Rd, Coldwell, EB3007 whose current address is: 10478 the following described premises:

This parcel is a portion of Government Lot 1 of Section 18, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of said Government Lot 1; thence

South 00°04'53" West along the East boundary of said Government Lot 1 a distance of 1,322.20 feet to the Southeast corner of said Government Lot 1; thence

South 88°44'16" West along the South boundary of said Government Lot 1 a distance of 361.30 feet; thence

North 16°24'47" West a distance of 87.27 feet; thence

North 35°33'38" East a distance of 119.02 feet; thence

North 06°31'07" West a distance of 76.36 feet; thence

North 15°09'27" West a distance of 83.68 feet; thence

North 07°31'28" East a distance of 105.44 feet; thence

North 20°16'36" East a distance of 64.28 feet; thence

North 71°30'04" East a distance of 197.36 feet; thence

Along a curve to the left having a radius of 125.47 feet, a central angle of 38°36'50", an arc length of 84.56 feet and a long chord which bears North 64°21'04" East a distance of 82.97 feet; thence

North 00°04'53" East parallel with the East boundary of said Government Lot 1 a distance of 728.543 fe to a point on the North boundary of said Government Lot 1; thence

North 88°44'42" East along said North boundary a distance of 50.00 feet to the POINT OF BEGINNING

Parcel 3a:

Includes the use of a 50.00-foot wide ingress-egress and utility easement more particularly described as

Beginning at the Northeast corner of said Government Lot 1; thence

South 00°04'53" West along the East boundary of said Government Lot 1 a distance of 728.53 feet; then South 88°44'16" West a distance of 50.01 feet; thence

North 90°04'53" East a distance of 728.54 feet to a point on the North boundary of said Government Lot 1;

North 88°44'42" East along said North boundary a distance of 50.00 feet to the POINT OF BEGINNING EXCEPT any portion lying within Parcel 3.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: DECEMBER 1, 2005

STATE OF IDAHO

COUNTY OF CANYON
On this S day of See Mee. , 2005, before me, the undersigned, a notary public personally appeared Schy S. McIntyle. known to me or proven to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same

RESIDING IN: NAMPA MY COMMISSION EXPIRES: 10-10-06

OF ID!

Building Permit

Canyon County Development Services Department 1115 Albany St. Caldwell ID 83605

Project:

Site: 17707 Lewis Road

Nampa, ID 83686

Permit #: BP2005-705

Owner: Loren Mointyre

17707 Lewis Rd Nampa, ID 83686 Phone: 453-1887

Cellular:

" the many of the state of the state of the

Parcel #: R30154-012-0 (" HARLOET

Site Address: 17707 Lewis Road

Project:

Applicant: LANDMARK DEVELOPMENT

16069 HOMEDALE ROAD Homedale, ID 83628

Phone: 453-8002 Cellular:

Nampa, ID 93686 Seo: Twn: Range: Qtr:

Zoning:

Sub;

18

Lot(s): Block:

LANDMARK DEVELOPMENT Contractor: 16069 HOMEDALE ROAD Homedale, ID 83628

Phone: 453-8002 Cellular:

1st Floor: 2376

3W

Porches: 2nd Fleer: Patios:

Issue Date: 7/20/2005

Item No: 101 Single Family Res

12/2/04BPN ow_sten

Bonus Room: Basement:

2N

Decks: 498 2294 Other: 240

Proj. Type: New

Proj. Value: \$278,310.00

Garage: 1080

OCC. Group: R-3/U

CNST Type: VB

2003 IRC

OCC Type: Residential / Garage

OCC Load: 10

Auto Sprinkler: No Code Edition:

Project Notes: 240 s.f. rasied covered deck, 496 s.f. rasied deck, 2294 s.f. daylight

finished basement

Sec Line: N/A 1/4 Sec Line: N/A

Setbacks:

Co Front: 30 Co Side: 10

City Front:

Co Rear: 20

City Side: City Rear

Zoning Compliance \$40.00 Building Permit Fee (\$1.998.15

Res. Plan Check Fee \$319.38

\$2,355.53

Zoning Condition(s):

Property owner is responsible for identification of all property boundaries to measure setbacks from. Structures must be at least seventy (70)) feet from a section line or quarter-section line, unless approved otherwise by the highway district having jurisdiction.

Final fire district approval of the required turn around, and certification that the road has been constructed to County private road/driveway standards, must be received by DSD prior to a final building inspection.

Address numbers must be illuminated or reflective and displayed on the residence, at the driveway entrance and at the approach to the public road.

By signing this certificate the applicant understands that Fire Districts may require sprinkler fire suppression for inhabited structures over 3600 sq ft. 8/31/05- Conorde Forms ONLY

IMPORTANT INFORMATION

FOR INSPECTIONS CALL 454-7460

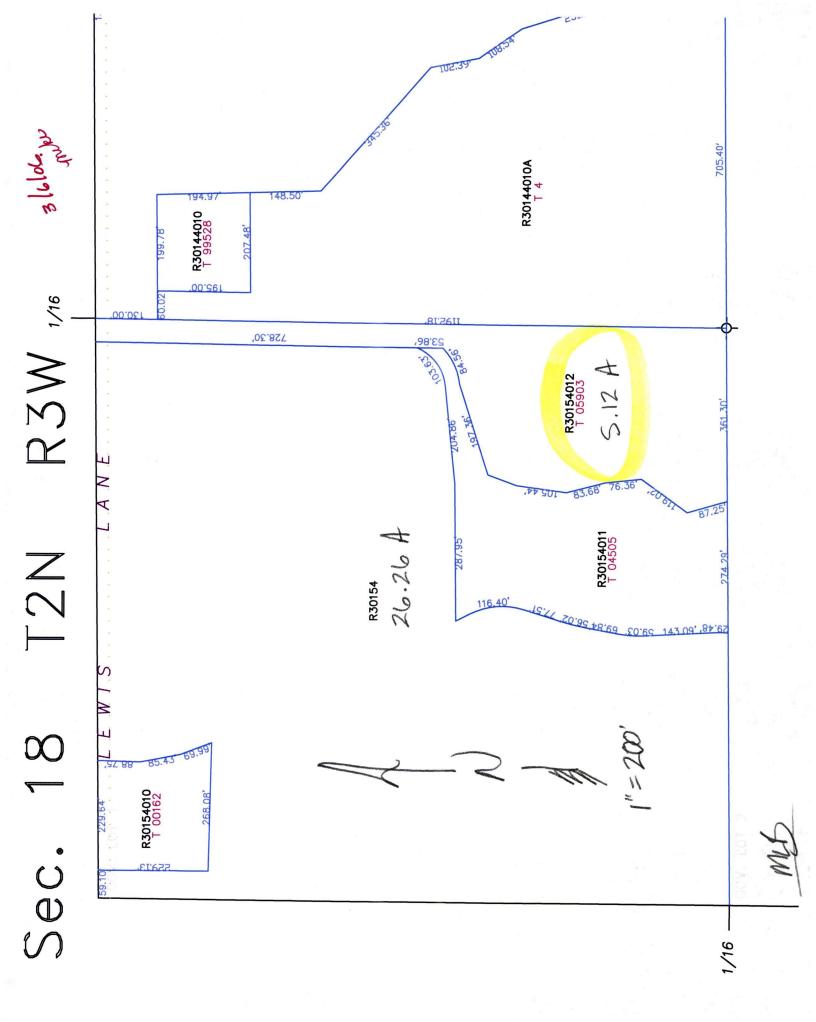
Inspection Request: It is the duty of the contractor or ewner to notify this office when the work project is ready for required inspections. Persons making the request must provide the following information. 1) tracking number, 2) project address; 3) date and time when the impection is medel; and 4) type of impection. Separate Permits are required for electrical and plumbing from the Idaho Department of Labor and Industrial Services. Homeowner's permit applications are available at this office.

Pennit Suspension/Expiration: The Building Official reserves the right to revoke any pennit issued in error or on the basis of inserrest information. Pennits expire in 180 days if work is not started or is abandoned. In hardship cases an un-expired pensit may be extended 180 days, total not to exceed 12 months.

This permit is issued subject to the regulations contained in the building code and soming regulations of Canyon County, Idaho and it is hereby agreed that the work to be done as shown in the plane and specifications will be completed in accordance with the regulations pertaining and applicable there to.

Signature of contractor or authorized agent

Building Official Staff



FOR INTERNAL USE ONLY NOT FOR DISTRIBUTION TO THE PUBLIC

VERSION 10.0 10/14/2014	
ENTER PARCEL NU	JMBER: r30154010
OWNERS NAME:	DÜRHAM NEAL S
CO-OWNERS NAME:	DURHAM KÄYLEEN M H/W
MAILING ADDRESS:	17707 LEWIS LN
<u>_</u>	CALDWELL ID 83607
SITE ADDRESS:	17707 LEWIS LN CA
TAXCODE: 1	810000 2N Second Res. 18 Yes, legal parcel NW On old maps to
LOCATION: TOWNSHIP:	2N) econd (22).
RANGE:	3W / lega / percel
SECTION:	18 / 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1
QUARTER:	NW OLD WEY
ACRES:	1.28 NO
DRAIN DISTRICT	NO 1975
ZONING DESCRIPTION:	AG AGRICULTURAL
HIGHWAY DISTRICT:	690 NAMPA HWY DIST #1
FIRE DEPT:	717 MARSING FIRE
SCHOOL DISTRICT:	770 VALLIVUE SCHOOL DIST #139
IMPACT AREA:	NO
FUTURE LAND USE ZONING:	AG
IRRIGATION DISTRICT:	WILDER IRRIGATION DISTRICT
FEMA FLOOD ZONE:	X
INSIDE FLOODWAY:	No Per ay 2 cm
FIRM PANEL NUMBER:	16027C0350F Uld maps
WETLAND:	NO
NITRATE PRIORITY:	NO
PRINCIPAL ARTERIAL:	NO
COLLECTOR:	NO
INSTRUMENT NO. :	200009955
SCENIC BYWAY:	NO
LEGAL DESCRIPTION:	18-2N-3W NW TX 00162 IN LT 1 NWNW
PLATTED SUBDIVISION:	0
SECTION LINE:	70 FT
	DISCLAIMER:

ASSESSOR'S TAX NUMBER LIST **CANYON COUNTY**

YEAR 19 75

Section 18-2-3

NUMBER DESCRIPTION Tax 2 Commencing at the NW corner of Section 18, T 2 N, R 3 W. B.M. which is the real point of beginning; Thence S 415 feet along the W boundary line of Section 18 to a point, Thence E at a 90° angle along a straight line to a point in the center of the Lowline Canal, Thence northerly along the center line of said Lowline Canal to a point where it intersects the northerly boundary of said Section 18, Thence W along the Northerly boundary of said Section 18 to the real point of beginning. Together with all water rights appurtenant thereto. Subject to a 15 foot right of way along the West boundary line of the aforementioned description reserved to the

Instrument # 753877

Grantor.

Recorded July 2, 1975

Between Erma McIntyre & Verna Elaine Leonard, et con.



CANYON COUNTY ASSESSOR'S TAX NUMBER: 00162

SECTION/TOWNSHIP/RANGE: 18-2N-3W

SUBDIVISION:

LOT\BLOCK\TRACT govt lot 1

ACCOUNT NUMBER: #30154-010- -0

TAX YEAR: 2000 INST 200009955

DATE: 3-22-00

GRANTOR: LOREN MC INTLYRE & KATHY S. MC INTYRE-H/W GRANTEE: NEAL S. DURHAM & KAYLEEN M. DURHAM-H/W

DATE CANCELLED:

-----DESCRIPTION------

THIS WAS PART OF TAX 00162

This parcel is a portion of Government Lot 1 of Section 18, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the Northwest corner of said Government Lot 1; thence

North 89 degrees 24'57" East along the North boundary of said Government Lot 1 a distance of 59.10 feat to

the TRUE POINT OF BEGINNING; thence continuing North 89 degrees 24' 57" Bast along said North boundary a distance of 229.64 feet to a point on the West bank of the Low Line Canal; thence traversing said West bank as follows:

South 1 degrees 48'19" West a distance of 88.75 feet;

South 10 degrees 08'35" East a distance of 85.43 feet; South 20 degrees 08'38" East e distance of 69.99 feet;

thance leaving said West bank and bearing North 88 degrees 39'27" West a distance of 268.08 feet;

thence

North 0 degrees 30'02" East parallel with the West boundary of said Government Lot 1 a distance of 229.13 feet to the TRUE POINT OF BEGINNING.

NOTICE

THESE DOCUMENTS ARE NAINTAINED FOR

ASSESSMENT PURPOSES AND SHOULD NOT TO BE RELIED UPON FOR DETERMINING

PROPERTY BOUNDARIES & CURRENT

OWNERSHIP.

MASTER APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

<u>www.canyonco.org/dsd.aspx</u> Phone: 208-454-7458 Fax: 208-454-6633



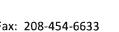
	OWNER NAME: IMH Boise Cingarron, UC
PROPERTY OWNER	MAILING ADDRESS: 10650 Scrips Ranch Blid Ste 216 San Dirgo CA 92131-2472
	PHONE (208) 724-6239 EMAIL: jarronlangston@gmailican
I consent to this	application and allow DSD staff / Commissioners to enter the property for siteinspections. If owner(s) are a business entity, please include business documents, including those that indicate the person(s) who are eligible to you.
Signature:	Date: 8/17/2021
(AGENT)	CONTACT NAME: Will Wason
ARCHITECT ENGINEER	COMPANY NAME: Mason and Associates Inc
BUILDER	MAILING ADDRESS: 924 3rd street S. Ste B. Nampa ID 83651
	PHONE (208) 454-0256 EMAIL: Wrisson Quinson and associates. US
	STREET ADDRESS:
	PARCEL #: \$30022, \$30/43 LOT SIZE/AREA: 238.99 acres
SITE INFO	LOT: BLOCK: SUBDIVISION:
	QUARTER: NW & SW SECTION: 7,9,17 TOWNSHIP: 2N RANGE: 3W
L	ZONING DISTRICT: R-R- Conditional FLOODZONE (YES/NO)
HEARING	CONDITIONAL USECOMP PLAN AMENDMENTCONDITIONAL REZONE
LEVEL	ZONING AMENDMENT (REZONE)DEV. AGREEMENT MODIFICATIONVARIANCE > 33%
APPS	MINOR REPLATVACATIONAPPEAL
	SHORT PLAT SUBDIVISIONFINAL PLAT SUBDIVISIONFINAL PLAT SUBDIVISION
DIRECTORS	ADMINISTRATIVE LAND DIVISIONEASEMENT REDUCTIONSIGN PERMIT
DECISION	PROPERTY BOUNDARY ADJUSTMENTHOME BUSINESSVARIANCE 33% >
APPS	PRIVATE ROAD NAMETEMPORARY USEDAY CARE
	OTHER
CASE NUMBE	18: SD 2022 - NOD 2 DATE RECEIVED: 1-6-72
RECEIVED BY	APPLICATION FEE: 4,027 K MO CC CASH

SUBDIVISION WORKSHEET

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633





GENERAL
1. HOW MANY LOTS ARE YOU PROPOSING? Residential
2. AVERAGE LOT SIZE OF THE RESIDENTIAL PARCELS ACRES
IRRIGATION
1. IRRIGATION WATER IS PROVIDED VIA: X Irrigation Well Surface Water
2. WHAT PERCENTAGE OF THE PROPERTY HAS WATER? 89.5
3. HOW MANY INCHES OF WATER ARE AVAILABLE TO PROPERTY?
4. HOW DO YOU PLAN TO RETAIN STORM AND EXCESS WATER ON EACH LOT?
swales on individual lots
5. HOW DO YOU PLAN TO PROCESS STORM WATER / EXCESS IRRIGATION WATER PRIOR TO IT ENTERING THE ESTABLISHED DRAINAGE SYSTEM? Filtration through vegatation
ROADS
1. ROADS WITHIN THE DEVELOPMENT WILL BE: Public Private N/A
* Private Road names must be approved by the County and the private road application submitted with the Preliminal Plat*
HILLSIDE DEVELOPMENT
1. OF THE TOTAL LOTS REQUESTED, HOW MANY OF THE LOTS WILL CONTAIN SLOPES GREATER THAN 15%? Residential Non-Buildable Common
2. WILL THE PROPOSED ROAD (S) BE LOCATED WITHIN ANY AREA THAT HAS SLOPES GREATER THAN 15%? X YES
*If YES, a grading plan is required.

SUBDIVISION WORKSHEET

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



SUBD	IVISIONS WITHIN AN AREA OF CITY IMPACT NA - NOT in Impact Area
1.	WILL YOU BE REQUESTING WAIVERS OF SUBDIVISION IMPROVEMENT REQUIREMENTS FROM THE CITY? ☐ YES ◯ NO
2.	IF YES, WHICH WAIVERS WILL YOU BE REQUESTING? CURBS GUTTERS SIDEWALKS STREETLIGHTS LANDSCAPING

<u>Attachments</u>

- IMH Boise Cimarron Master Application
- IMH Boise Cimarron Irrigation Plan Application
- IMH Boise Cimarron Subdivision Worksheet
 - LETTER OF EXPLANATION
 - o Cimarron Ridge Development Agreement
 - o AP0821 PP 1-4-22
 - o AP0821 Prelim Hillside 1-4-22
 - o AP0821SD Storm Drain
 - o AP0821 Cimarron Ridge Preliminary Hillside Development w Cover Sheet
 - AP0821 Short and Long Swale Protection
 - o IDWR Water Right 63-3298
 - o IDWR Water Right 63-34320
 - Cimarron Ridge Traffic Impact Study Supplemental (Thompson Engineers)
 - Cimarron Ridge Traffic Impact Study Appendix (1) (Thompson Engineers)
 - o Cimarron Ridge Traffic Impact Study (Thompson Engineers)
 - Environmental Site Assessment (GeoEngineers)
 - Soil Evaluation (Associated Earth Sciences)
 - Geotechnical Investigation (Atlas)
 - o 210825 Cimarron Sub AR Landscape Plan 21-2119
 - Cimarron Deed
 - o Cimarron Title Commitment Package
 - o RE_ Cimarron Ridge- Weed And Gopher Control Plan

PRELIMINARY PLAT SUBMITTAL LIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



THE F	OLLOWING ITEMS MUST BE SUBMITTED WITH THIS CHECKLIST:
₩ N	Master Application completed and signed
Ø I	rrigation Plan
	Detailed letter fully describing the request or project, include total number of lots, buildable lots, open space lots, size of lots, improvements and how you will mitigate adverse impacts
Ø 9	ubdivision Worksheet
W F	Private Road Name application (if internal roads are private) Roads to be public
	asement reduction application (if requesting an easement width less than 60 feet)
Ø F	Preliminary Drainage Plan
☑ F	Preliminary Irrigation Plan
Z F	Preliminary Grading plan
A	Copy of Preliminary Plat
	Deed or evidence of property interest to all subject properties.
D'S	1440 + \$10/lot +\$100 (if in a city area of impact) non-refundable fee

NOTES:

- 1. After the plat is reviewed and found to be in compliance, an additional five (5) copies and one electronic version of the final plat shall be submitted.
- 2. It is highly recommended you approach Idaho Department of Water Resources and Southwest District Health to have a pre-application regarding your proposed development meeting prior to submittal to this department.

PROCESS: PUBLIC HEARING

SITE PLAN & LETTER OF INTENT - CHECKLIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633

Any other items which may require further explanation



ems	on your site plan:
	All existing and proposed structures and dimensions (i.e. 40'X30' shop, 20'x20' shed, 40'x50' house, 10' and mill, etc.)
Ø	Infrastructure: well, septic, irrigation ditch, settling ponds, drainage swales, etc.
Q⁄	Transportation: parking, loading areas, driveways, etc. adjacent driveways, roads, highways or other accesses
'	Easement locations and dimensions
	Setbacks from property lines, section lines, collectors and arterial roads and/or building envelope
Q/	Areas of steep slopes, wetlands, and/or floodplain
Q/	Existing or proposed fences
ω/	Signs
O'	Major landscaping or hardscaping, such as large trees, berms, or retaining walls, water features
	Areas of activity, outdoor seating, food vendor area, stockpiling, open pit, etc.
ď	Any other site features worth noting
	etter of Intent is a detailed WRITTEN description of proposed and existing uses at the site. Include all
	cable items in your letter: A description of the proposed use and existing uses
./	
ď	A description of the proposed request and why it is being requested
Q'	Expected traffic counts and patterns
Ø	Phasing of development
Ø	How proposed use may affect neighboring uses
	A description or further explanation of the site features (see site plan list above)
	Explanation of any other permits through other agencies that may be required
V	Description of business operations, such as number of employees, hours of operation, delivery and shipping
	A description of how the proposed use is consistent with specific zoning criteria or comprehensive plan licies

IRRIGATION PLAN APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458

Phone: 208-454-7458 Fax: 208-454-6633



	IMH Boise Cimamon LL	(208) 724-6	239
Applicant(s)	Name	Daytime Telephone N	Number
	10650 Scrips Ranch Blud S	te 216. San Diego CA	92131-2472
	Street Address	City, State	2lp
Representative Name	Mason and Associats, Inc. Daytime 924 3rd Street S. Ste R Street Address	(208) 454-0256 Telephone Number / E-mail Ad Varya III	
Location of Subject P	roperty: <u>Cool and Perch</u> Two Nearest Cross Streets or Pr		City
Assessor's Account N	umber(s): R 37023 300 39, 30 143	Section $\frac{7817}{100}$ Township $2N$	Range 3W
This land:			
Vermal (vater rights available to it.		
	-		
	and has no water rights available to it. If dry n to the Development Services Department r		
1444 0 4 00	2007	***	

Idaho Code 31-3805 states that when all or part of a subdivision is "located within the boundaries of an existing irrigation district or canal company, ditch association, or like irrigation water delivery entity ... no subdivision plat or amendment to a subdivision plat or any other plat or may recognized by the city or county for the division of land will be accepted, approved, and recorded unless:"

- a. The appropriate water rights and assessment of those water rights have been transferred from said lands or excluded from an irrigation entity by the owner; or
- b. The owner, person, firm, or corporation filing the subdivision plat or amendment to a subdivision plat or map has provided underground tile or conduit for lots of one (1) acre or less, or a suitable system for lots of more than one (1) acre which will deliver water to those land owners within the subdivision who are also within the irrigation entity with the appropriate approvals:
 - For proposed subdivisions located within negotiated area of city impact, both city and county zoning authorities must approve such irrigation system in accordance with Idaho Code Section 50-1306. In addition, the irrigation entity charged with the delivery of water to said lands must be advised regarding the irrigation system.

2. For proposed suburvisions outside of negotiated areas of city impact, the delivery system must be approved by the Planning and Zoning Commission and the Board of County Commissioners with the advice of the irrigation entity charged with the delivery of water to said lands.

To better understand your irrigation request, we need to ask you a few questions. A list of the map requirements follows the short questionnaire. Any information missing information may result in the delay of your request before the Planning and Zoning Commission and ultimately the approval of your irrigation plan by the Board of County Commissioners,

1.	Are you within an area of negotiated City Impact? Yes No If yes, please include a copy of approvals by the City Planning & Zoning Commission and City Council of yellowing Plan.
2.	What is the name of the irrigation and drainage entities servicing the property?
	Irrigation: ID WR
	Drainage:
3.	How many acres is the property being subdivided? 238.99
4.	What percentage of this property has water? <u>89.5</u>
5.	How many inches of water are available to the property?
6.	How is the land <u>currently</u> irrigated? Surface Surface Irrigation Well Above Ground Pipe Underground Pipe
7.	How is the land to be irrigated <u>after</u> it is subdivided? ☐ Surface Irrigation Well Sprinkler ☐ Above Ground Pipe ☑ Underground Pipe
	Please describe how the head gate/pump connects to the canal and irrigated land and where ditches and/or pipes go. —Roperty will be watered via well
).	Are there irrigation easement(s) on the property?
10.	How do you plan to retain storm and excess water on each lot? Via Swales
11.	How do you plan to remove the storm water /excess irrigation water prior to it entering the established drains system? (i.e. oil, grease, contaminated aggregates) filration through vesitation

======================================						
l, the undersigned, agree that prior to the Development Services Department accepting this application I am responsible to have all of the required information and site plans.						
I further acknowledge that the irrigation system, as approved by t the Board of County Commissioners, must be bonded and/or instal	he Planning and Zoning Commission and uitimately led prior the Board's signature on the final plat.					
Signed: Property Owner	Date: 2007 (Application Submitted)					
Signed: Mus (if not property owner)	Date: 8 127 1202 (Application Submitted)					
Accepted By:	Date:					

In ation Plan Map Requiremen

The irrigation plan <u>must be on a scalable map</u> and show all of the irrigation system including all supply and drainage structures and easements. Please include the following information on you map:

14	All canals, ditches, and laterals with their respective names.
2	Head gate location and/or point if delivery of water to the property by the irrigation entity.
3 🗇	Rise locations and types, if any.
4	Easements of all private ditches that supply adjacent properties (i.e. supply ditches and drainage ways).
5	Slope of the property in various locations.
6	Direction of water flow (use short arrows $ ightarrow$ on your map to indicate water flow direction).
7 🗘	Direction of wastewater flow (use long arrows on you map to indicate wastewater direction).
8	Location of drainage ponds or swales, anywhere wastewater will be retained on the property.
9🔯	Other information: Water right information from IDWR included in the packet.
Also, provide	the following documentation:
	Copy of any water users' association / agreement (s) that are currently in effect, which outlines water schedules and maintenance responsibilities.



Professional Engineers, Land Surveyors and Planners

924 3rd St. So. Ste B, Nampa, ID 83651 Ph (208) 454-0256 Fax (208) 467-4130 Email: wmason@masonandassociates.us

LETTER OF EXPLANATION CIMARRON RIDGE PRELIMINARY PLAT

This subject property development will follow conditions of a previously approved conditional use permit with development agreement (08-016) for Cimarron Ridge, that allows residential lots to be built at this location.

This property is located within the SE 1/4 SE 1/4 of section 7, and a portion of the SW 1/4 SW 1/4 and a portion of the SE 1/4 SW 1/4 of Section 8, and the N 1/2 NW 1/4, and the SW 1/4 NW 1/4 of Section 17, T2N and R3W, Boise Meridian, Canyon County, Idaho. The property is generally located west of Perch Rd and south of Cool Rd. The acreage is approximately 238.99.

The Cimarron Ridge preliminary plat has 238 residential lots. In addition, there will be 21 common lots. The minimum lot size is 14,604 sf (.33 acres) and the average lot size is 27516 sf (.63 acres). In the large useable common space areas there will be soccer fields, walking paths and a clubhouse with a pool. There will also be common space that showcases the landscape native to the area along with pathways and gazebos to take in scenic views. A landscape plan is provided.

Expected traffic counts and patterns are explained in the provided traffic study.

Per the development agreement, Canyon County was contacted for a weed and gopher control plan. The Superintendent of Canyon County Weeds met on site and an email of his conclusions are included.

A portion of the property will be affected by slopes greater than 15%. A preliminary hillside development plan is included. An environmental assessment and soil/hydrology/geology report is included.

The lots in the majority of the proposed subdivision will be serviced from central water and sewer systems. The lots in the southern portion of the property will be serviced by individual wells and individual septic systems. Pressurized irrigation will also be provided to residential lots and other areas covered by the water rights to the property. Water rights are through Idaho Department of Water Resources (IDWR).

The plan is to develop the property in three phases. There is a phasing plan included.

The majority of neighborhood uses include agricultural/farming. There will be a large 400 foot buffer on the east side of the property between the existing dairy and this subdivision. This large buffer will be free of residential homes and this will help mitigate any negative impact that the increased residential density will have on the dairy.

The proposed residential use is in compliance with the existing development agreement with Canyon County and thus consistent with the comprehensive plan.

ORDINANCE NO. 08-0/4

ORDINANCE DIRECTING AMENDMENTS TO CANYON COUNTY ZONING ORDINANCE NO. 05-002 (Chapter 7, County Code of Ordinances)
(ROBERT GRAY AND RICHARD RAWLINGS REZONE)

AN ORDINANCE OF CANYON COUNTY, IDAHO DIRECTING AMENDMENTS TO CANYON COUNTY ZONING ORDINANCE NO. 05-002 (Chapter 7, Canyon County Code of Ordinances); PROVIDING FOR TITLE, STRUCTURE, PURPOSE AND AUTHORITY CLAUSES; REZONE; SEVERABILITY; AND AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Canyon County, Idaho:

SECTION 1. TITLE.

This Ordinance shall be known as the "Ordinance Directing Amendments to Canyon County Zoning Ordinance No. 05-002 (Chapter 7, Canyon County Code of Ordinances) (Robert Gray and Richard Rawlings Rezone)."

SECTION 2. STRUCTURE.

Titles and subtitles of this Ordinance are only used for organization and structure and the language in each paragraph of this Ordinance should control with regard to determining the legislative intent and meaning of the Board of County Commissioners.

SECTION 3. PURPOSE.

The purpose of this Ordinance is to authorize the rezoning of the property described in Section 5 of this Ordinance from "A" (Agricultural) to an "R-R" (Rural Residential) zone. The purpose of this Ordinance is also to authorize amendments to the Official Maps of Canyon County Zoning Ordinance No. 05-002 to reflect the rezone authorized by this Ordinance.

SECTION 4. AUTHORITY.

This Ordinance amending Canyon County Zoning Ordinance No. 05-002 is enacted pursuant to the authority conferred by Canyon County Zoning Ordinance No. 05-002, Chapter 7, Article 6; and Idaho Code §§ 67-6511, 67-6511A, 31-714, 31-801 and 31-828.

1

ORDINANCE NO.: 18-01/ AMENDMENTS TO CANYON COUNTY ZONING ORDINANCE NO. 05-002 CONDITIONAL REZONE

REQUEST CANYON COUNTY	WILLIAM H. HURST CANYON CHTY RECORDER BY The Brand	2008 SEP 22 PM 3 59	RECORDED	200 000 000 000 57 Page中of 3 04/16/20でか23 PM 3
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SECTION 5. CONDITIONAL REZONE.

Six parcels totaling approximately 422 acres, which are described on the attached Exhibit "A," and incorporated herein by reference, shall be and are conditionally rezoned from "A" (Agricultural) to "R-R" (Rural Residential) pursuant to Findings of Fact, Conclusions of Law and Order issued on September 22, 2008 by the Canyon County Board of Commissioners as authorized by Canyon County Zoning Ordinance No. 05-002, Chapter 7, Article 6; the Idaho Constitution; and Idaho Code §§ 67-6511, 67-6511A.

SECTION 6. SEVERABILITY CLAUSE.

Should any provision of this Ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this Ordinance in whole or in part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall be in full force and effect upon its passage, approval and publication, as provided by law, in one issue of the Idaho Press-Tribune.

ADOPTED AND APPROVED this 22 day of September, 2008.



BOARD OF COUNTY COMMISSIONERS CANYON COUNTY, IDAHO

David J. Ferdinand, II Chairman

, 2008, Idaho Press-Tribune Publication Date:

ORDINANCE NO.: 08 7016

ORDINANCE NO. 05-002 CONDITIONAL REZONE

EXHIBIT A

LEGAL DESCRIPTION CASE NO. CPR2008-1

PARCELS OWNED BY ROBERT AND CAROL GRAY

Parcels 30038 and 30040

The North One-Half of the Southwest Quarter, Southwest Quarter of the Northwest Quarter, Northwest Quarter of the Southeast Quarter, all in Section 8, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcels R30034

All that part of the Southeast Quarter of the Northwest Quarter lying South and West of the Mora Canal, and all that part of the Southwest Quarter of the Northeast Quarter lying South of the Mora Canal, all in Section 8, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

PARCELS OWNED BY RICHARD AND JUDITH RAWLINGS

Parcel 30022

The Southeast Quarter of the Southeast Quarter, all in Section 7, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcel 30039

The Southwest Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter, all in Section 8, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcel R30143

North Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter, all in Section 17, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

ORDINANCE NO.: 16-1/16
AMENDMENTS TO CANYON COUNTY ZONING
ORDINANCE NO. 05-002
CONDITIONAL REZONE

NO. 08-110

CANYON COUNTY/ROBERT GRAY AND RICHARD REWLINGS DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement"), made and entered into this 22 day of September, 2008, by and between Canyon County, Idaho, a political subdivision of the State of Idaho, hereinafter referred to as "County," and Robert Gray and Carel Gray, husband and wife, and Richard Rawlings and Judith Rawlings, husband and wife (collectively referred to hereinafter as "Developers").

WITNESSETH

WHEREAS, Developers applied at the County to conditionally rezone, from an "A" (Agricultural) zone to a "R-R" (Rural Residential) zone, 6 percels totaling approximately 422 acres, which are legally described in Exhibit "A," attached hereto and incorporated herein by reference (hereinafter referred to as "Subject Properties");

WHEREAS, Parcels R30034, R30038 and R30040 are owned by Robert Gray and Carol Gray, and Parcels R30022, R30039 and R30143 are owned by Richard Rawlings and Judith Rawlings;

WHEREAS, on August 12, 2008, the Canyon County Board of Commissioners approved a conditional rezone with conditions of the Subject Properties to a "R-R" (Rural Residential) zone, which was done with Developers' approval. The conditions of the approval for the conditional rezone are attached hereto as Exhibit "B";

WHEREAS, the parties desire to enter into an agreement to comply with Canyon County Code of Ordinances § 07-06-07(2), Canyon County Zoning Ordinance No. 05-002, and to ensure the Developers will implement and be bound by the conditions of the conditional rezone order issued by the Canyon County Board of Commissioners; and

WHEREAS, the County and Developers desire to formalize their respective rights and responsibilities as required by Canyon County Amended Resolution No. 95-232 entitled, "Rules Governing the Creation, Form, Recording, Modification, Enforcement and Termination of Written Commitments (Development Agreements)" and the Canyon County Code.

NOW THEREFORE, the parties do hereby agree to the following terms and conditions.

Canyon County/Robert Gray and Richard Rawlings
Development Agreement

SECTION 1. STRUCTURE

Titles and subtitles of this Agreement are only used for organization and structure. The language in each paragraph of this Agreement should control with regard to determining the intent and meaning of the parties.

SECTION 2. AUTHORIZATION

This Agreement is authorized by Idaho Code Section 67-6511A, and is required by Article 6 Section 7 (Conditional Rezone) of Canyon County Zoning Ordinance No. 05-002. Canyon County Amended Resolution No. 95-232 sets forth the rules governing the creation, form, recording, modification, enforcement and termination of written commitments (Development Agreements).

Pursuant to County Resolution 95-232, the Development Agreement must be approved by the Board of County Commissioners upon recommendation of the Planning and Zoning Commission, which recommendation may be accepted, modified or rejected. A preliminary, conditional rezoning approval becomes final when the conditions set forth in the recorded Agreement have been fully met as determined by the Director of the Development Services Department.

SECTION 3. PROPERTY OWNER

Developers are the owners of the Subject Properties, which are located in Canyon County, Idaho, and more particularly described in Exhibit "A", which real property is the subject matter of this Agreement. Developers represent that they currently hold the complete legal or equitable interest in the Subject Properties and that all persons holding legal or equitable interests in the Subject Properties or the operation of the business are to be bound by this Agreement.

SECTION 4. RECORDATION AND TERM

Pursuant to Idaho Code § 67-6511A and County Resolution 95-232, this Agreement will be recorded by the Clerk in the office of the Canyon County Recorder and will take effect upon the adoption, by the Board of County Commissioners, of the necessary amendment to the zoning ordinance. The County Clerk will provide a copy of the recorded Agreement to the Director of the Development Services Department, the Prosecuting Attorney, and each of the parties.

The Agreement will run with the land and bind the Subject Properties in perpetuity, only as in accordance with law, and inures to the benefit of, and is enforceable by, the parties and their respective legal representatives, heirs, successors, or assigns. Provided, however, this Agreement shall terminate if the Board of County Commissioners subsequently rezones the Subject

Canyon County/Robert Gray and Richard Rawlings
Development Agreement -2-

Properties to allow for a higher density use or if annexation of the Subject Properties by a city occurs. In this event, however, the Agreement shall only terminate in regards to the portion of the Subject Properties that is actually rezoned or annexed, while the remainder of the Subject Properties shall remain subject to the Agreement.

If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then such provision shall continue until twenty-one (21) years after the death of the last survivor of the now living lawful descendants of George Walker Bush, President of the United States, or for such shorter period as may be required to sustain the validity of such provision.

SECTION 5. MODIFICATION

This Agreement may be modified only in writing signed by the parties after complying with the notice and hearing procedures of Idaho Code § 67-6509. Pursuant to County Resolution 95-232, the modification proposal must be in the form of a revised Development Agreement and must be accompanied by a statement demonstrating the necessity for the requested modification.

SECTION 6. APPLICABILITY OF OTHER LAWS TO THE SUBJECT PROPERTIES

This Agreement does not prevent the County, in subsequent actions applicable to the Subject Properties, from applying new rules, regulations, resolutions or policies that do not conflict with this Agreement.

SECTION 7. COMMITMENTS

Developers will fully and completely comply with the conditions of the approved conditional rezone of the Subject Properties from "A" (Agricultural) to "R-R" (Rural Residential) zoning, which conditions are attached hereto as Exhibit "B".

SECTION & USES. DENSITY. AND HEIGHT AND SIZE OF BUILDINGS

The density or intensity of use of the Subject Properties is specified in the commitments of Section 7. The uses and maximum height and size of the buildings on the Subject Properties shall be those set pursuant to law, including those contained in the Canyon County Code of Ordinances, that are applicable to an "R-R" (Rural Residential) zone and those provisions of law that are otherwise applicable to the Subject Properties.

SECTION 9. LIABILITY AND INDEMNITY OF COUNTY

Canyon County/Robert Gray and Richard Rawlings
Development Agreement -3-

- A. County Review. Developers acknowledge and agree that it shall not hold or attempt to hold the County liable, in any way, for any damages or injuries that may be sustained by Developers as a result of the County's review, and approval of any plans or improvements, or the issuance of any approvals, permits, certificates, or acceptances do not, and shall not, in any way, be deemed to insure Developers, or any of their heirs, successors, assigns, tenants, and licensees, against damage or injury of any kind and at any time.
- B. County Procedures. Developers acknowledge that notices, meetings, and hearings have been properly given and held by the County with respect to Developers' conditional rezone application in Case No. CPR2008-1 and any resulting development agreements, ordinances, rules, regulations, resolutions or orders of the Board of County Commissioners and agree not to challenge any of such actions.
- Indemnity. Developers agree to, and do hereby, defend, hold harmless and C. indemnify the County, the Board of County Commissioners, all County elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted by Developers in any way connected with (i) the County's review and approval of any plans or improvements, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and/or development of the Subject Properties; (ii) any actions taken by the County pursuant to Subsection 9(B) of this Agreement; and (iii) the performance by County of its obligations under this Agreement and all related ordinances, resolutions, or other agreements. Further, Developers agree to, and do hereby, defend, hold harmless and indemnify the County, the Board of County Commissioners, all County elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted by any party that arise from, or are in any way connected to, the negligence or other wrongdoing by the Developers.

SECTION 10. PERIODIC REVIEW

The Director of the Development Services Department will administer the Agreement after it becomes effective and will conduct a review of compliance with the terms of this Agreement on a periodic basis, including, but not limited to, each time a development of the Subject Properties is platted.

SECTION 11. ENFORCEMENT

Unless terminated pursuant to this Agreement, the terms of this Agreement are enforceable by any party hereto, or their successors in interest, notwithstanding any subsequent

Canyon County/Robert Gray and Richard Rawlings
Development Agreement

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change in any applicable law adopted by the County that alters or amends the laws, ordinances, resolutions, rules, or policies (hereinafter referred to as "laws") specified in this Section, except as provided in Section 6 of this Agreement.

All laws governing permitted uses of the Subject Properties, including, but not limited to, uses, density, design, height, size, and building specifications of proposed buildings, construction standards and specifications, and water utilization requirements applicable to the development of the Subject Properties, are those laws applicable and in force at the time this Agreement is executed (Ord. 05-002, as amended as of the effective date of this Agreement), notwithstanding any subsequent change in any applicable laws adopted by the County, which after or amend the laws specified in this Section, except as provided in Section 6 of this Agreement.

Such subsequent change is void as applied to the Subject Properties to the extent that it changes any laws which any party to this Agreement has agreed to maintain in force as written at the time of execution, except as provided in Section 6 of this Agreement; provided that this Agreement does not prevent the Board from requiring the parties to comply with laws of general applicability enacted subsequent to the date of the Agreement if they could have been lawfully applied to the Subject Properties at the time of execution of the Agreement, provided the Board finds it necessary to impose the requirements, because a failure to do so would place the residents of a subdivision or of the immediate community, or both, in a condition perilous to the residents' health or safety, or both.

Enforcement of the rules will be according to the Canyon County Zoning Ordinance No. 05-002, and as amended, and/or any other remedy provided by law.

SECTION 12. REQUIRED PERFORMANCE

Developers shall comply with all commitments set out in this Agreement and shall timely and satisfacturily carry out all required performance to appropriately maintain, in the discretion of the County, all commitments set forth in this Agreement.

SECTION 13. DEFAULT AND REMEDIES.

In the event of a default or breach of this Agreement, or of any of its terms or conditions, the party alleging default shall give the breaching party not less than thirty (30) days Notice of Default, in writing, unless an emergency exists threatening the health and safety of the public. If such an emergency exists, written notice shall be given in the manner deemed most reasonable by the non-breaching party. The time of the notice shall be measured from the date of the written Notice of Default. The Notice of Default shall specify the nature of the alleged default and, where appropriate, the manner and period of time said default may be satisfactorily cured. During any period of curing, the party charged shall not be considered in default for the purposes of termination or zoning reversion, or the institution of legal proceedings. If the default is cured,

Canyon County/Robert Gray and Richard Rawlings
Development Agreement -5-

then no default shall exist and the charging party shall take no further action. Provided, however, that under no circumstances shall a party to this agreement be permitted to cure the same default or breach more than two (2) times.

SECTION 14. ZONING REVERSION

The execution of this Agreement is deemed written consent by Developers to change the zoning of the Subject Properties to its prior zoning designation upon failure to comply with the terms and conditions imposed by the approved conditional rezone and by this Agreement. No reversion shall take place until after a hearing on this matter pursuant to Idaho Code § 67-6511A.

Upon notice and hearing, as provided in this Agreement and in Idaho Code § 67-6509, if the Subject Properties are not used as approved or is abandoned, or conditions are not met, or commitments not kept, the County Commissioners may cause the Subject Properties to revert to the zoning designation (and the allowed land uses of that zoning designation) existing immediately prior to the conditional rezone action, i.e., the Subject Properties may revert back to the "A" (Agricultural) zone designation.

SECTION 15. <u>COMPLIANCE WITH LAWS</u>

Developers agree that they will comply with all federal, state, county, local and agency laws, rules and regulations, which appertain to the Subject Properties, including the requirements of County Amended Resolution No. 95-232, which by this reference is fully incorporated herein. Developers' failure to comply with the above laws or the terms of this Agreement will subject it to an enforcement action by County in a court of competent jurisdiction.

SECTION 16. RELATIONSHIP OF PARTIES

It is understood that this Agreement between Developers and the County is such that Developers are independent contractors and are not agents of the County.

SECTION 17. CHANGES IN LAW

Any reference to laws, ordinances, rules, regulations or resolutions shall include such laws, ordinances, rules, regulations, or resolutions as they have been, or as they may hereafter be amended, except as provided for in Section 11 of this Agreement.

SECTION 18. NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof, (1) when delivered in person on a business day at the address set forth below, or (2) on the third business day after being deposited

Canyon County/Robert Gray and Richard Rawlings
Development Agreement -6-

in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the addresses set forth below.

Notices and communications required to be given to County will be addressed to, and delivered at, the following address:

Director
Development Services Department
Canyon County Courthouse
1115 Albany Street
Caldwell, ID 83605

Notices and communications required to be given to Developers will be addressed to, and delivered at, the following address:

Robert Gray Carol Gray 10700 Cool Road Caldwell, Idaho 83607

Richard Rawlings
Judith Rawlings
549 Bayhill Drive
Nampa, Idaho 83686

A party may change its address by giving notice in writing to the other party. Thereafter, notices and other communications will be addressed and delivered to the new address.

SECTION 19. <u>TERMINATION</u>

This Agreement may be terminated in accordance with the notice and hearing procedures of klaho Code § 67-6509, and the zoning designation upon which the use is based may be reversed, upon the failure of Developers or each subsequent owner or person acquiring an interest in the Subject Properties, to comply with the terms of this Agreement, as provided in Section 4 of this Agreement.

If this Agreement is terminated, and the zoning designation is reversed, a document recording such termination and zoning reversal will be recorded by the Clerk in the office of the Canyon County Recorder and distributed to the same parties noticed above.

Canyon County/Robert Gray and Richard Rawlings
Development Agreement -7-

SECTION 20. EFFECTIVE DATE

The commitments contained in this Agreement shall take effect in the manner described in this Agreement upon the County's adoption of an ordinance amending Canyon County Zoning Ordinance No. 05-002 to reflect the conditional rezone.

SECTION 21. TIME OF ESSENCE

Time is of the essence in the performance of all terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

BOARD OF COUNTY COMMISSIONERS CANYON COUNTY, IDAHO

DEVELOPERS

David J. Ferdinand, II, Chairman

Matt Beebe Member

Sieven - Kirle, Member

Attest: WILLIAM H. HURST

By: Lauden (1)

Date: 9-22-08

<u>Lau</u>

Richard Rawling

Judith Rawlings

Canyon County/Robert Gray and Richard Rawlings
Development Agreement -8-



STATE OF IDAHO

88.

County of Canyon

On this day of September, 2008, before me, a Notary Public in and for said State, personally appeared, DAVID J. FERDINAND, II, MATT BEEBE and STEVEN J. RULE known or identified to me to be the duly elected commissioners of the Board of County Commissioners of the County of Canyon, a political subdivision of the State of Idaho, that executed the said instrument, and acknowledged to me that such County of Canyon, State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



Notary Public for Idaho
Residing at: Alwell, Administration Expires: 3-15-14

STATE OF IDAHO

SS.)

County of Canyon

On this 18 day of September, 2008, before me, a notary public, personally appeared Robert Gray, known by me, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written..

TRISHA FOSBERG NOTARY PUBLIC STATE OF IDAHO Notary Public for Idaho

Residing at: Namo

My Commission Expires: 08/16/

Canyon County/Robert Gray and Richard Rawlings
Development Agreement .9_

STATE OF IDAHO)	
County of Canyon)	
Carol Gray, known by me, or proved to me	08, before me, a notary public, personally appeared on the basis of satisfactory evidence to be the persons and foregoing instrument and acknowledged to me that
IN WITNESS WHEREOF, I have a day and year first above written	hereunto set my hand and affixed my official seal the
TRISHA FOSSERG NOTARY PUBLIC STATE OF IDAHO	Notary Public for Idaho Residing at: Nath Da My Commission Expires: 08 14 2012
STATE OF IDAHO)	
ss. County of Canyon)	
Richard Rawlings, known by me, or prove	08, before me, a notary public, personally appeared of to me on the basis of satisfactory evidence to be the within and foregoing instrument and acknowledged to
IN WITNESS WHEREOF, I have day and year first above written	befermto set my hand and affixed my official seal the
	Notary Public for Idaho Residing at:
•	My Commission Expires:

Canyon County/Robert Gray and Richard Rawlings
Development Agreement -10-

STATE OF IDAHO) ss.

County of Canyon)

On this 19 day of September, 2008, before me, a notary public, personally appeared Radia Radia and Judith Rawlings, known by me, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

KAYLEE REHN NOTARY PUBLIC STATE OF IDAHO Notary Public for Idaho

Residing at: \(\alpha \)

My Commission Expires: \(\frac{3}{2} - \frac{3}{2} - \frac{1}{2} \)

Canyon County/Robert Gray and Richard Rawlings
Development Agreement -11-

EXHIBIT "A"

LEGAL DESCRIPTION CASE NO. CPR2008-1

PARCELS OWNED BY ROBERT AND CAROL GRAY

Parcels 30038 and 30040

The North One-Half of the Southwest Quarter, Southwest Quarter of the Northwest Quarter, Northwest Quarter of the Southeast Quarter, all in Section 8, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcels R30034

All that part of the Southeast Quarter of the Northwest Quarter lying South and West of the Mora Canal, and all that part of the Southwest Quarter of the Northeast Quarter lying South of the Mora Canal, all in Section 8, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

PARCELS OWNED BY RICHARD AND JUDITH RAWLINGS

Parcel 30022

The Southeast Quarter of the Southeast Quarter, all in Section 7, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcel 30039

The Southwest Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter, all in Section 8, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcel R30143

North Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter, all in Section 17, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Canyon County/Robert Gray and Richard Rawlings
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EXHIBIT "B" CONDITIONS OF APPROVAL

- 1. The development shall comply with all applicable federal, state, county and applicable agency laws, ordinances, rules and regulations that pertain to the Subject Properties.
- 2. The development shall be platted in accordance to CCZO 05-002, Article 17.
- 3. Any final plat for any phase shall bear plat notes referencing the following:
 - a. "Right to Farm Statement" in accordance with CCZO 07-17-19(3) and Idaho Code Sections 22-4501 through 22-4504.
 - b. Confined Animal Feeding Ordinance (CAFO) ordinance provisions referencing the Beranna Dairy and its proximity to the development.
- 4. Domestic water service shall be by community domestic well system developed in accordance with the requirements of the Idaho Department of Environmental Quality and the Idaho Department of Water Resources, including ownership and operation. Provided, however, individual wells may be utilized on those lots located on the Rawlings' southern-most parcels below the bluff that are served by individual wastewater treatment systems.
- 5. Wastewater service shall be by community wastewater treatment system developed in accordance with the requirements of the Idaho Department of Environmental Quality and the Southwest District Health Department, including ownership and operation. Provided, however, that only lots located on the Rawlings' southern-most parcels below the bluff may be served by individual treatment systems provided the individual lot size shall not be less than two (2) acres if such individual systems are utilized.
- 6. All roads within the development shall be dedicated to the public and constructed to highway district standards.
- 7. The development shall comply with the respective highway jurisdiction requirements pertaining to any traffic study evaluating the impacts of the development on the affected roads and fund an appropriate pro-rate share of any improvements necessitated by the development. The mechanism for funding shall be determined between the developers and the respective highway jurisdiction.
- 8. Liberty Butte Road (or whatever name is approved by Canyon County) shall be improved to Perch Lane. Provided, it will be improved incrementally with each phase accessing that roadway. Until the paved improvements are completed, Liberty Butte shall be

Canyon County/Robert Gray and Richard Rawlings
Development Agreement -13-

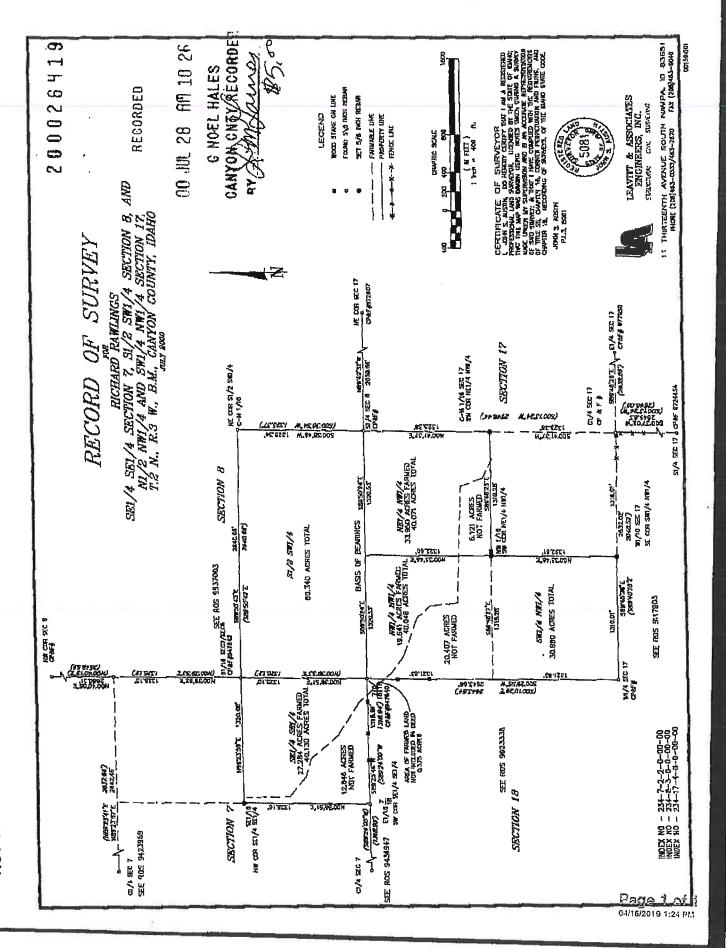
improved for an all weather surface for emergency access in compliance with requirements of the Marsing Fire District.

- The plat for the development shall show provision for reasonably foreseeable future roadway connectivity to adjoining developments.
- 10. Irrigation shall be by one or more pressurized irrigation systems. The pressurized irrigation systems shall be owned and operated by the developer until a homeowner's association is established or a private company takes possession, unless the responsible irrigation entity agrees to own and operate the systems.
- 11. A landscape plan meeting current subdivision requirements shall be submitted with each application for a Preliminary Plat.
- 12. All exterior structure illumination shall be low-wattage and downward facing. In no event shall any exterior illumination be a nuisance to neighboring property owners.
- 13. The developer shall submit a weed and gopher control plan to Canyon County Weed and Gopher Control Department, and obtain their written approval of said plan prior to the Board of County Commissioners' approval of the initial Preliminary Plat. Any portion of the Subject Properties not being developed shall be maintained in a reasonably weed free manner at least consistent with the standards of the weed and gopher control plan.
- 14. A site-specific Storm Water Pollution Prevention Plan (SWPPP) shall be in place prior to submission of the Pre-Application for the initial Final Plat.
- 15. The developer shall submit an erosion control plan utilizing Best Management Practices with the Application for the initial Preliminary Plat.
- 16. The development shall contain not less than ten percent (10%) common usable open space to be owned and managed by one or more homeowners' associations. Open space may differ from phase to phase so long as the total common open space equals ten percent (10%) upon completion. Provided, that where feasible, areas may be left in a natural condition such as in the areas where there are no surface water rights. In the latter event, weeds shall be controlled and other species including native, drought-, and fire-resistant species shall be planted where appropriate. All plantings or naturally occurring desirable species shall be maintained in a reasonable, living condition.
- 17. Lots located on the Rawlings' parcels on the eastern boundary common to the Berama Dairy property, so long as the dairy is in operation, shall be subject to a four hundred foot (400') "no residential structure" area running from the common lot line shared with the Berama Dairy property. Within this area, no residential structures may be constructed.

Canyon County/Robert Gray and Richard Rawlings
Development Agreement -14-

All such lots contiguous to the Beranna Dairy shall have a wire mesh fence agreeable between the developer and Beranna Dairy owners in size and structure installed prior to the signature of the Board of County Commissioners on the final plat of the first phase.

- 18. The development shall not exceed a density of one (1) dwelling unit per gross acre.
- 19. If the subject properties are not developed as a single development, the density for the development properties shall be limited to one (1) dwelling unit per gross acre.



QUITCLAIM DEED (INCLUDING AFTER-ACQUIRED PROPERTY)

FOR VALUE RECRIVED, Richard T. Rawlings and Judith I. Rawlings, husband and wife, (hereinafter "Grantor") do by these presents convey, remise, release and forever quitclaim unto Nampa Highway District No. 1, a body politic and corporate of the State of Idaho (hereinafter "Grantee"), whose mailing address is P.O. Box 76, Nampa, Idaho 83653, all right, title and interest which Grantor now has or may hereafter acquire in the real property situated in the County of Canyon, State of Idaho, as more particularly described on EXHIBIT "A" attached hereto and by this reference incorporated herein.

TOGETHER WITH all right, title and interest which Grantor now has or may hereafter acquire in the rights of way, easements, tenements, hereditaments, and appurtenances thereunto belonging, reversion and reversions, remainder and remainders rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, this Quitclaim Deed has been duly executed by and on behalf of Grantor this 15th day of 2007.

CANYON CONTY RECORDER

RY

CANYON CONTY RECORDER

RY

TYPE MG CONTY RECORDER

RY

TYPE MG CONTY RECORDER

TYPE MG CONTY RECORDER

Richard T. Rawlings

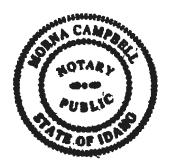
Junth I. Rawlings

CTA	שיים	OF	TT	OHA
SIA	al B	Ur	ш	Anu

88.

County of Canyon

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho

Residing at Coldwo

My commission expires

EXHIBIT "A"

DESCRIPTION

RICHARD T. & JUDITH L RAWLINGS PROPERTY

A portion of the \$1/2 SW1/4 of Section 8, Township 2 North, Range 3 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at the northwest corner of the \$1/2 SW1/4;

Theree S 89° 50' 43" E a distance of 153.38 feet along the north boundary of said S1/2 SW1/4 to the POINT OF BEGINNING:

Thence 8 89° 50′ 43° E is distance of 2487.28 feet along said north boundary to the northeast corner of said \$1/2 SW1/4 to the beginning of a non-tangential curve;

Said curve turning to the left through an angle of 06° 25' 03", having a radius of 470.00 feet, and whose long chord bears \$ 86° 57' 11" W a distance of \$2.62 feet to a point;

Thence S 83° 44' 40" W a distance of 212.70 feet to the beginning of a purve;

Said curve turning to the right through an angle of 05° 24' 37", having a radius of 530.00 feet, and whose long thord bears S 86° 56' 58" W a distance of 59.27 feet to a point;

Thence N 89° 50° 43° W for a distance of 2030.04 fact parallel with and 30.00 feet south of the north boundary of said \$1/2 \$W1/4 to the beginning of a curve;

Said curve thiring to the right through 25° 12' 32°, having a radius of 315.00 fact, and whose long chord bears N 77° 14' 27" W a distance of 137.48 feet to the POERT OF BEGINNING.

This percel contains 1,572 acres more or less.

Exhibit B5

The Canyon County Board of Commission Resolution which shall be effective on the	oners considered day of A	and adopted	the following , 2021.
Upon the motion of Commissioner Var Commissioner White	Cyck the Board reso		the second by
At the request of the Development Set to issue a refund in the amount of \$3 rezone and comprehensive plan applied Development Services Department is	3350.00 to Mitche cation fee. Support	ll Vermeer fo	r a withdrawn
Motion Carried Unanimously Motion Carried/Split Vote Below Motion Defeated/Split Vote Below			
	Yes	No	Did Not Vote
Commissioner Leslie Van Beek			
Commissioner Keri K. Smith	D		
Commissioner Pain White			
Attest: CHRIS YAMAMOTO, CLERK			
Olven Ross Deputy Clerk	_		
Date: 5/10/2021		Resolution 1	No. 21-100

Dan Lister

From:

Mitchell Vermeer < Mitchell.Vermeer@ISDA.IDAHO.GOV>

Sent:

Thursday, April 29, 2021 1:08 PM

To:

Dan Lister

Subject:

pull application

Hey Dan,

At the moment I would like to pull my rezone application 17441 elbow In. Caldwell, ID, and would request a full refund. Thanks again for your help in this matter.

Thanks,

Mitchell Vermeer

Bureau Chief / Dairy Division of Animal Industries 2270 Old Penitentiary Rd. Boise, Idaho 83712 Office: 208-332-8551 Cell: 208-860-0675 Mitchell.Vermeer@ISDA.Idaho.Gov



Canyon County Development Services

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

Receipt Number: 57779

Date:

3/12/2021

Date Created: 3/12/2021

Receipt Type: Normal Receipt

Status: Active

Customer's Name: Mitch Vermer

Comments: OR2021-0008 & RZ2021-0015

CHARGES

Application Number: Amount Paid: Prevs Pymnts: Unpaid Amnt:

Planning - Comprehensive Plan

Item Being Paid For:

OR2021-0008

\$2,500.00

\$0.00

\$0.00

Amendment

Planning - Zoning Amendment (Rezone) RZ2021-0015

\$850.00

\$0.00

\$0.00

Sub Total:

\$3,350.00

Sales Tax:

\$0.00

Total Charges:

\$3,350.00

PAYMENTS

Type of Payment:

Check/Ref Number:

Amount:

Credit Card

90448223

\$3,350.00

Total Payments:

\$3,350.00

ADJUSTMENTS

Receipt Balance:

\$0.00

Issued By: kgeorge

Page 1 of 1

MASTER APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458

hone: 208-454-7458 Fax: 208-454-6633



	OWNER NAME: Witch Vermeer
PROPERTY	MAILING ADDRESS: 17441 Elbow In. Caldwell, ID 83607
OWNER	PHONE: 208-860-0675 EMAIL: McVerneer 7 @ Gmail. Com
I consent to this a	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:	lifel Cer. lu
(AGENT)	CONTACT NAME:
ARCHITECT	COMPANY NAME:
ENGINEER BUILDER	MAILING ADDRESS:
	PHONE: EMAIL:
	CILL II TO COLOR
	STREET ADDRESS: 17441 Elbow Ln. Caldwell, ID 836007
	PARCEL #: R3014800000 LOT SIZE/AREA: 5 OCICS
SITE INFO	LOT: BLOCK: SUBDIVISION:
	QUARTER: SECTION: TOWNSHIP: RANGE:
	ZONING DISTRICT: FLOODZONE (YES/NO):
	ZONING DISTRICT: FLOODZONE (YES/NO).
HEARING	CONDITIONAL USECOMP PLAN AMENDMENTCONDITIONAL REZONE
HEARING	ZOTATIVO DISTRICT. CONDITIONAL REZONE
LEVEL	CONDITIONAL USECOMP PLAN AMENDMENTCONDITIONAL REZONE
	CONDITIONAL USECOMP PLAN AMENDMENTCONDITIONAL REZONEX ZONING AMENDMENT (REZONE)DEV. AGREEMENT MODIFICATIONVARIANCE > 33%
LEVEL	CONDITIONAL USECOMP PLAN AMENDMENTCONDITIONAL REZONEX ZONING AMENDMENT (REZONE)DEV. AGREEMENT MODIFICATIONVARIANCE > 33%MINOR REPLATVACATIONAPPEALSHORT PLAT SUBDIVISIONPRELIMINARY PLAT SUBDIVISIONFINAL PLAT SUBDIVISION
LEVEL	CONDITIONAL USECOMP PLAN AMENDMENTCONDITIONAL REZONEX ZONING AMENDMENT (REZONE)DEV. AGREEMENT MODIFICATIONVARIANCE > 33%MINOR REPLATVACATIONAPPEALSHORT PLAT SUBDIVISIONPRELIMINARY PLAT SUBDIVISIONFINAL PLAT SUBDIVISIONADMINISTRATIVE LAND DIVISIONEASEMENT REDUCTIONSIGN PERMIT
LEVEL APPS	CONDITIONAL USECOMP PLAN AMENDMENTCONDITIONAL REZONE
LEVEL APPS DIRECTORS	CONDITIONAL USECOMP PLAN AMENDMENTCONDITIONAL REZONE X ZONING AMENDMENT (REZONE)DEV. AGREEMENT MODIFICATIONVARIANCE > 33% MINOR REPLATVACATIONAPPEAL SHORT PLAT SUBDIVISIONPRELIMINARY PLAT SUBDIVISIONFINAL PLAT SUBDIVISION ADMINISTRATIVE LAND DIVISIONEASEMENT REDUCTIONSIGN PERMIT PROPERTY BOUNDARY ADJUSTMENTHOME BUSINESSVARIANCE 33% >PRIVATE ROAD NAMETEMPORARY USEDAY CARE
LEVEL APPS DIRECTORS DECISION	CONDITIONAL USECOMP PLAN AMENDMENTCONDITIONAL REZONE XZONING AMENDMENT (REZONE)DEV. AGREEMENT MODIFICATIONVARIANCE > 33% MINOR REPLATVACATIONAPPEAL SHORT PLAT SUBDIVISIONPRELIMINARY PLAT SUBDIVISIONFINAL PLAT SUBDIVISION ADMINISTRATIVE LAND DIVISIONEASEMENT REDUCTIONSIGN PERMIT PROPERTY BOUNDARY ADJUSTMENTHOME BUSINESSVARIANCE 33% >
LEVEL APPS DIRECTORS DECISION APPS	CONDITIONAL USECOMP PLAN AMENDMENTCONDITIONAL REZONE X ZONING AMENDMENT (REZONE)DEV. AGREEMENT MODIFICATIONVARIANCE > 33% MINOR REPLATVACATIONAPPEAL SHORT PLAT SUBDIVISIONPRELIMINARY PLAT SUBDIVISIONFINAL PLAT SUBDIVISION ADMINISTRATIVE LAND DIVISIONEASEMENT REDUCTIONSIGN PERMIT PROPERTY BOUNDARY ADJUSTMENTHOME BUSINESSVARIANCE 33% >PRIVATE ROAD NAMETEMPORARY USEDAY CARE

Letter Of Intent

I currently own a house with 5 acres of land located at 17441 Elbow Rd. Caldwell, ID 83607. My intention is to split the 5 acres into two separate parcels. Parcel 1 would include the house and be approximately 2.60 acres of Land after the split. Parcel 2 would be split to approximately 2.40 acres, and would include a residential building permit. Parcel 2 would utilize an individual domestic well and individual septic. Irrigation water would be provided via gravity surface irrigation. Both parcels would utilize a shared private drive with and easement granted to parcel 2. The intent of this additional parcel, is to allow a family member to live next to our parcel, which we currently occupy. Our intention is not to sell either parcel to the general public, it will be for family use only. Both families have lived in Idaho their entire life and plan to make these parcel their forever home. Thank you for your consideration.

* Rezone to "RR" Rural Residential



Zoning Amendment

ADJACENT PROPERTY OWNERS AND RESIDENTS

Purpose:

To review and provide comments regarding a proposed Zoning Amendment Application

Date:

*Neighborhood Comment Period: {(March 1, 2021 - March 11, 2021)}

Project: Add one additional parcel to the existing property at 17441 Elbow Ln. Caldwell, ID 83607.

* Canyon County recently adopted a Substitute Neighborhood Meeting Ordinance to allow for a 10-day neighborhood comment period in lieu of a neighborhood meeting (Ord. No. 20-007).

Dear Property Owner and Resident,

Canyon County Zoning Ordinance requires an opportunity for neighborhood comment on a development proposal prior to formal project submittal to the County. This letter is such notice of an opportunity to review and provide comment of the project referenced above. Written comments may be submitted by mail or e-mail to the addresses listed below. Verbal comments can also be provided by contacting number below.

Applicant/Contact: Mitchell Vermeer Phone Number: 208-860-0675 Email: mdvermeer7@gmail.com

Mailing Address: 17441 Elbow Ln. Caldwell, ID 83607

If you have any questions regarding this Canyon County Zoning Ordinance neighborhood pre-application meeting requirement, please contact the Canyon County Development Services Department at 208 454 7458.

Project Description:

Split the single 5 acre parcel into a approximately, 2.60 acre parcel and 2.40 acre parcel located at 17441 Elbow Ln. Caldwell, ID 83607. The proposed new parcel 2 (2.40 acres) will be for a family member to build, and the current house located at the existing parcel (2.60 acres with house) will continue to be occupied by the Vermeer's. If you have any questions, please don't hesitate to ask.

LAND USE WORKSHEET

CANYON COUNTY DEVELOPMENT RVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

Phone: 208-454-7458 Fax: 208-454-6633 www.canyonco.org/dsd.aspx





Required for Conditional Use Permit, Comprehensive Plan and Zoning Ordinance Amendment Applications PLEASE CHECK ALL THAT APPLY TO YOUR REQUEST: **GENERAL INFORMATION DOMESTIC WATER:** Individual Domestic Well

Centralized Public Water System

City N/A - Explain why this is not applicable: _____ How many Individual Domestic Wells are proposed? 1 100 1 existing 囚 Centralized Sewer system ✓ Individual Septic SEWER (Wastewater) 2. □ N/A - Explain why this is not applicable: 1 New, 1 existing **IRRIGATION WATER PROVIDED VIA:** □ None ☐ Irrigation Well ☑ Surface 4. IF IRRIGATED, PROPOSED IRRIGATION: ✓ Gravity □ Pressurized * reduction to be requested 5. ACCESS: Easement width______Inst. # _____ Easement ☐ Frontage 6. INTERNAL ROADS: Road User's Maintenance Agreement Inst #_____ ☐ Private □ Public ☐ Fencing will be provided (Please show location on site plan) 7. FENCING Type: _____ Height: _____ □ Borrow Ditches □ Ponds Retained on site

Swales STORMWATER: ☐ Other: _ 9. SOURCES OF SURFACE WATER ON OR NEARBY PROPERTY: (i.e. creeks, ditches, canals, lake) Wood Drain

	RESIDENTIAL USES
	NUMBER OF LOTS REQUESTED:
,	Residential X2
	□ Common □ Non-Buildable □ □ Non-Buildable
2.	FIRE SUPPRESSION: Water supply source:
	INCLUDED IN YOUR PROPOSED PLAN?
3.	□ Sidewalks □ Curbs □ Gutters □ Street Lights □ None
	□ Sidewalks □ Curbs □ Odecors □
	NON-RESIDENTIAL USES
1.	SPECIFIC USE:
	DAYO AND HOURS OF OPERATION.
2.	DAYS AND HOURS OF OPERATION:
	□ Monday to
	□ Tuesday to
	□ Wednesday to
	□ Thursday to
	□ Friday to
	□ Saturday to
	□ Sunday to
3.	WILL YOU HAVE EMPLOYEES? Yes If so, how many? No
4.	WILL YOU HAVE A SIGN? ☐ Yes Ø No ☐ Lighted ☐ Non-Lighted
•	Height: ft Width: ft. Height above ground: ft
	What type of sign:Wall Freestanding Other
	what type of Signi,wan freesaments
	5. PARKING AND LOADING: How many parking spaces?
	Is there is a loading or unloading area?
	15 there is a loading of unloading area.

	ANIMAL CARE RELATED USES
1.	MAXIMUM NUMBER OF ANIMALS:
2.	HOW WILL ANIMALS BE HOUSED AT THE LOCATION?
	☐ Building ☐ Kennel ☐ Individual Housing ☐ Other
3.	HOW DO YOU PROPOSE TO MITIGATE NOISE?
	☐ Building ☐ Enclosure ☐ Barrier/Berm ☐ Bark Collars
4.	ANIMAL WASTE DISPOSAL
	☐ Individual Domestic Septic System ☐ Animal Waste Only Septic System
	□ Other:

ZONING AMENDMENT CHECKLIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



Select Application Type:
☑ Zoning Map Amendment (change the zoning district)
☐ Rezone (change zoning district)
☐ Conditional Rezone (to add conditions to rezone)
☐ Zoning <u>Text</u> Amendment (propose amendment to ordinance text)
THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS CHECKLIST:
Master Application completed and signed
☑ Detailed letter fully describing the request and reasoning including compatibility with neighboring uses and density, address any applicable Comprehensive Plan Policies that support the change, and access points. If a conditional rezone include desired number of lots and homes, and designate which area will remain agriculture.
M Neighborhood meeting sign-up sheet and copy of neighborhood notification letter
☐ Land Use Worksheet, map amendment only
☑ Site or Concept Plan showing proposed lots or development, map amendment only
☐ Draft of proposed ordinance change for text amendment (if applicable)
☑ Deed or evidence of property interest to subject property, map amendment only

NOTE:

- 1. A Conditional Rezone requires a development agreement between the applicant and county to outline development restrictions, such as a limited number of homes and parcels.
- 2. Additional studies and information may be required to fully understand the impact to traffic, the environment, economics and surrounding properties.

PROCESS: PUBLIC HEARING

COMPREHENSIVE PLAN AMENDMENT CHECKLIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



CHECK APPLICATION TYPE:

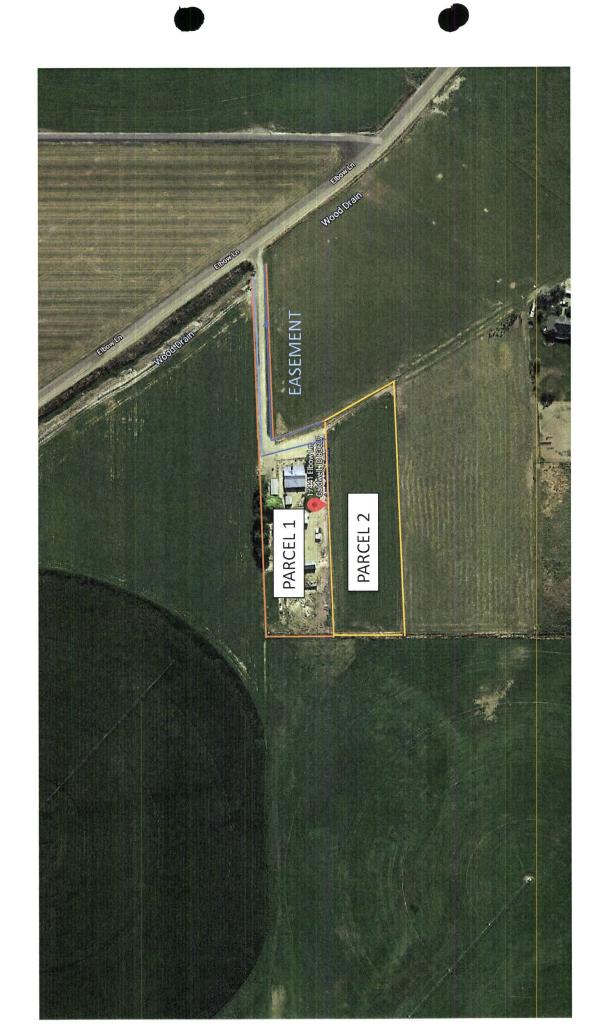
☑ Comprehensive Plan <u>Map</u> Amendment (change the future land use designation)
☐ Comprehensive Plan <u>Text</u> Amendment (propose a new Comp Plan policy or amendment)
THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS CHECKLIST:
Master Application completed and signed
☑ Detailed letter fully describing the request and reasoning including compatibility with
neighboring uses and density, address any applicable Comprehensive Plan Policies that
support the change or support the vision of the County
☑ Neighborhood meeting sign-up sheet and copy of neighborhood notification letter
☑ Land Use Worksheet
☑ Site or Concept Plan showing proposed development
☐ Draft of proposed policy change for text amendment (if applicable)
☐ Deed or evidence of property interest to all subject properties.
図 \$2500 non-refundable fee

NOTE:

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

PROCESS: PUBLIC HEARING





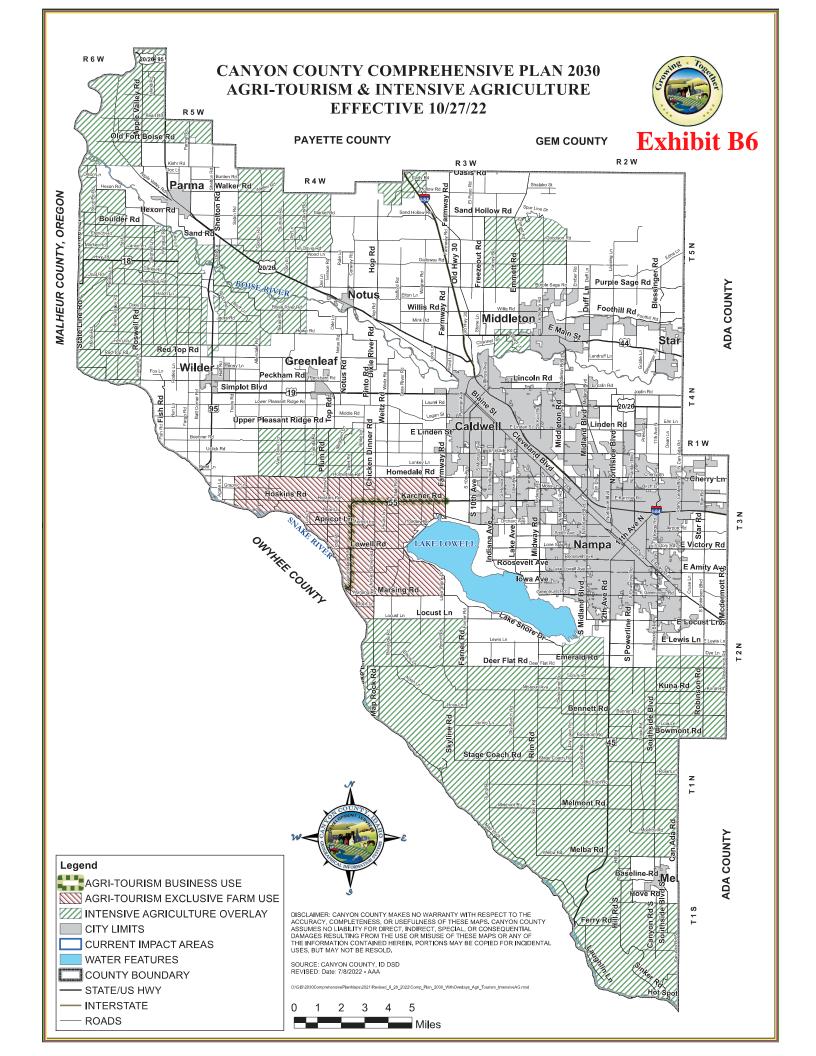


EXHIBIT C

Site Visit Photos: April 29, 2025

Hearing Examiner

Case# CU2024-0010

Hearing date: July 7, 2025

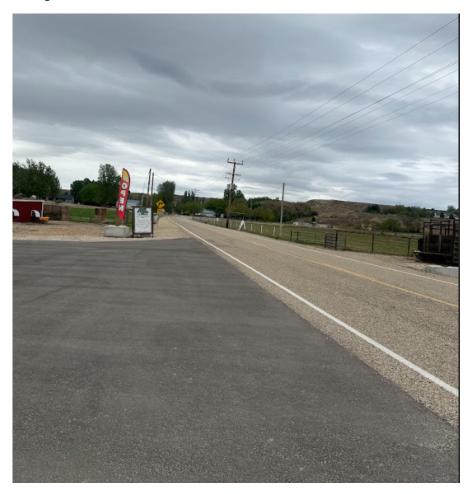


Exhibit C

Facing north on Lewis Ln. from the entrance



Facing northeast on Lewis Ln.



Facing east on Lewis Ln



Facing southeast on Lewis Ln



Facing south on Lewis Ln



Facing southwest on Lewis Ln



Facing west on Lewis Ln



Facing northwest on Lewis Ln



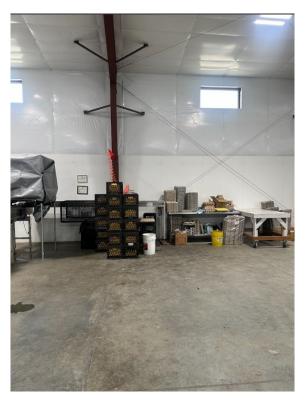
NARKET A STATE OF THE STATE OF

Store Front

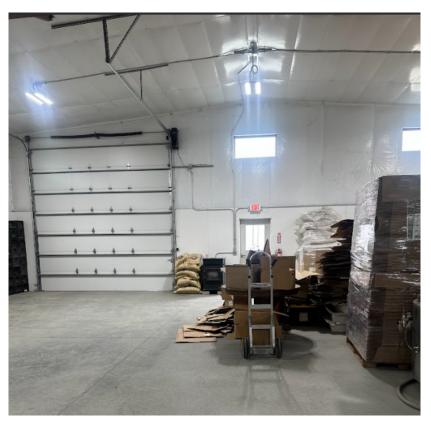
Store register

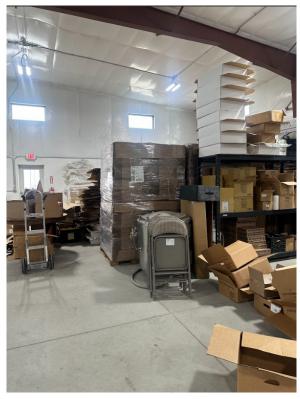


Store



Egg Processing Facility









Freezer





Employee Parking



Overflow Parking Entrance



Overflow parking



Overflow Parking



Special events location



Special events location



Irrigation Canal



Irrigation canal easement (40 feet on each

side from the center line)

EXHIBIT D

Agency Comments Received by: June 27, 2025

Hearing Examiner

Case# CU2024-0010

Hearing date: July 7, 2025

Arbay Mberwa Exhibit D1

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Wednesday, December 4, 2024 2:09 PM

To: Arbay Mberwa

Subject: [External] FW: Agency Notification / Case No. CU2024-0010 / McIntyre Farms, K&L

Properties

Attachments: Agency Response Requested Notification Form 12.02.2024.pdf; Application.pdf;

20230223 McIntyre Farms Access Variance.pdf

Good Afternoon Arbay,

Nampa Highway District typically requires a paved apron for any commercial approach onto our roadways. The patron has already provided a paved apron for their rural store on the subject property, so we have no objection to the proposal. I have attached an Application to Vary Standards that was approved by the Highway District Commissioners that was approved subject to a License Agreement that is also attached that addresses the paved apron.

If you have any questions or comments feel free to contact us.

Thank you,

Eddy

Eddy Thiel

ROW

eddy@nampahighway1.com

4507 12th Ave. Rd. • Nampa, id 83686 TEL 208.467.6576 • FAX 208.467.9916

From: Jennifer Almeida < Jennifer. Almeida@canyoncounty.id.gov>

Sent: Wednesday, December 4, 2024 12:49 PM

To: 'jenny.titus@vallivue.org' <jenny.titus@vallivue.org>; 'lisa.boyd@vallivue.org' <lisa.boyd@vallivue.org>;

'joseph.palmer@vallivue.org' <joseph.palmer@vallivue.org>; 'mitch.kiester@phd3.idaho.gov'

<mitch.kiester@phd3.idaho.gov>; 'anthony.lee@phd3.idaho.gov' <anthony.lee@phd3.idaho.gov>;

'marsingfiredistrict@yahoo.com' <marsingfiredistrict@yahoo.com>; 'marsingruralfire@gmail.com'

<marsingruralfire@gmail.com>; 'knute.sandahl@doi.idaho.gov' <knute.sandahl@doi.idaho.gov>; Eddy Thiel

<eddy@nampahighway1.com>; 'brandy.walker@centurylink.com' <brandy.walker@centurylink.com>;

'monica.taylor@intgas.com' <monica.taylor@intgas.com>; 'jessica.mansell@intgas.com' <jessica.mansell@intgas.com>;

'easements@idahopower.com' <easements@idahopower.com>; 'mkelly@idahopower.com'

<mkelly@idahopower.com>; 'Contract.Administration.Bid.Box@ziply.com'

<Contract.Administration.Bid.Box@ziply.com>; 'tritthaler@boiseproject.org' <tritthaler@boiseproject.org>;

'gashley@boiseproject.org' <gashley@boiseproject.org>; 'gis@compassidaho.org' <gis@compassidaho.org>; Code Enforcement <CodeEnforcement@canyoncounty.id.gov>; Dalia Alnajjar <Dalia.Alnajjar@canyoncounty.id.gov>; GIS and

Addressing Division <GISAddressing@canyoncounty.id.gov>; 'BRO.Admin@deq.idaho.gov'

<BRO.Admin@deq.idaho.gov>; 'D3Development.services@itd.idaho.gov' <D3Development.services@itd.idaho.gov>;

'niki.benyakhlef@itd.idaho.gov' <niki.benyakhlef@itd.idaho.gov>; 'webmaster@valleyregionaltransit.org'

 $<\!webmaster@valleyregional transit.org\!>; Christine\ Wendelsdorf <\!Christine.Wendelsdorf@canyoncounty.id.gov\!>;$

Michael Stowell <mstowell@ccparamedics.com>

Subject: Agency Notification / Case No. CU2024-0010 / McIntyre Farms, K&L Properties

Please see the attached agency notice. You are invited to provide written testimony or comments by **January 6, 2025** although as of this point, no hearing date has been set. You will receive a separate notification when the hearing date has been set for this case.

The deadline for written testimony or additional exhibits is to ensure planners can consider the information as they develop their staff report and recommended findings. All items received by the deadline will also be placed in the hearing packet, allowing the hearing body adequate time to review the submitted information.

Please direct your comments or questions to Planner Arbay Mberwa at Arbay.Mberwa@canyoncounty.id.gov

Thank you,



Jennifer Almeida

Office Manager Canyon County Development Services Department 111 N. 11th Ave., #310, Caldwell, ID 83605

Direct Line: 208-455-5957

Email: Jennifer.Almeida@canyoncounty.id.gov

Website: www.canyoncounty.id.gov

Development Services Department (DSD)

NEW <u>public</u> office hours **Effective Jan. 3, 2023**

Monday, Tuesday, Thursday and Friday

8am – 5pm Wednesday 1pm – 5pm

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

PUBLIC RECORD NOTICE: All communications transmitted within the Canyon County email system may be a public record and may be subject to disclosure under the Idaho Public Records Act and as such may be copied and reproduced by members of the public.



APPLICATION TO VARY STANDARDS

NHD-005 Rev Sep 2015 Page 1 of 2

SECTION I - APPLICANT INFORMATION (TO BE COMPLETED BY APPLICANT)

I certify that I am the applicant (or authorized representa Applicant), that I have completed Section III (Applicant of made herein are true and correct. I THE FATMS NAME OF APPLICANT 17995 1965 14 ADDRESS CEDWILL TD STATE ZIP	tive of applicant), that I have read Section II (Information to Questioneer), and that the statements and representations SIGNATURE OF APPLICANT 15 F3B 2023 DATE PHONE (CELL NUMBER PREFERRED)
SECTION II – INFORMATION TO APPLICANT	
The District Standards are published in the <u>Highway</u> <u>Standards & Development Procedures for the Association of Canyon County Highway Districts.</u> Section 2140.010 of those Standards discusses the	The purpose of a variance is to provide fair treatment and to see tha individuals are not penalized because of site characteristics beyond their control."
purpose for variances, and reads as follows:	Section 2040.030 of those Standards discusses the duration of approval, and reads as follows:
"The Highway District may grant variances in order to prevent or to lessen such practical difficulties and unnecessary physical hardships as would result from a literal interpretation and enforcement in certain of the regulations prescribed by these Standards. A variance shall not be considered a right or special privilege, but may be granted to an applicant only upon showing 1) undue hardship because of special characteristics applicable to the site, and 2) the variance is not in conflict with public interest. Hardships must	"The use or construction permitted under the terms of any variance shall be commenced within a six (6) month period. If such use or construction has not commenced within such time period, the variance shall no longer be valid. Prior to the expiration of the six (6) month period, the District, upon request of the applicant, may extend the variance for up ton an additional six (6) months from the original date of approval. No additional extension will be allowed."
result from special site characteristics, from geographic, topographic or other physical conditions, or from population densities, existing street locations or traffic conditions.	An electronic version of the Standards can be found on the "Manuals, Forms and Maps" page of the Highway District web site at www.nampahighway1.com.
SECTION III - APPLICANT QUESTIONEER (TO BE COMPLETED BY	(APPLICANT)
Attach additional pages as necessary for answers.	Acodo
1. What is the Section title and number of the Standards for Peaking #106	rom which you wish to vary?
2. What specifically do you wish to do differently from who	at the Standards allow? To go to a
MX WIDTHO OF 120' inst	at the 40' my than
radius in to our parking	Lot.

APPLICATION TO VARY STANDARDS

Rev Sep 2015 Page 2 of 2

3.	Why do you wish to vary from the Standards? The way our baildings sits would
	about or more granking + bother from in + out to
	Lawis Lav.
4.	Explain why this variance would not be detrimental to public health, safety or welfare, and not materially injurious to other properties in the vacinity:
	Lewis Law lead ends just above this address
	+ Three in minim trafic in this area + Road
	will never go though to connect above
5.	What undue hardship would result if this variance were not granted? Our Pourrey Down
	Sits to the West of our tarm store t in order to get Chikun moved into the winter having in the fall we would
	have to charge equipant, to be able to pull in to unload, also
6.	Provide the following information regarding the property/site:
	Street Address 17995 Lewis LM: Side of Road: North South East West
	Between: RIVERSIDE BD- & RANDER LM. (NAMES OF CLOSEST CROSS STREETS)
SEC	TION IV — REVIEW (TO BE COMPLETED BY HIGHWAY DISTRICT STAFF)
	FF REPORT COMPLETED AND ATTACHED: 💆 Yes 🔲 No
	LICATION FEE PAID: X Yes \(\text{No faid Cht 12988} \)
	PLAN SUBMITTED: Yes Not needed
	Exerter 100 2-21-23
	SIGNATURE – HIGHWAY DISTRICT STAFF DATE
SEC	TION V – DECISION (TO BE COMPLETED BY HIGHWAY DISTRICT BOARD OF COMMISSIONERS)
DEC	ISION OF THE HIGHWAY DISTRICT BOARD OF COMMISSIONERS: Approved Denied
	Approved subject to conditions
BAS	IS OF DECISION (WITH ANY APPLICABLE CONDITIONS): Commissioners approved the
re	equest subject to a License Agreement in the event
th	e Highway District needs to nurrow the approach in the
+'u	ture. (See Attacked)
	-abcold
SIGN	1ED: 2-23-23
	CHAIRMAN OF THE BOARD DATE

2023-007476 **RECORDED** 03/09/2023 02:42 PM





CHRIS YAMAMOTO CANYON COUNTY RECORDER Pgs=13 ADMARTINEZ

- 1. **Purpose.** This Temporary License Agreement ("License") sets forth the terms and conditions under which the Licensee shall improve and maintain the subject right-of-way for the benefit of the Licensee's property.
- 2. Property. The property benefiting from and subject to this License is the approximately 25.911 acres described by Instrument #2019-043536, Canyon County Records. (Exhibit "B") (the "Property").
- 3. Grantor. This License is granted by the Nampa Highway District No. 1, a body politic and corporate of the State of Idaho, which has exclusive jurisdiction over the subject right-of-way ("Grantor").
- 4. Licensee. This License is granted to and accepted by K & L Farm Properties, LLC, an Idaho limited liability company, which owns the Property, or its successors or assigns.
- 5. License Runs With Subdivision. This License runs with the Property. The rights and duties of Licensee are assumed by future owners of the Property, and cannot be transferred or assigned apart from ownership of the Property.
- 6. Right-of-Way. This License applies to that portion of the W. Lewis Ln. right-of-way running East/West and adjacent to the Property. (Exhibit "A")(The "Right-of-Way").
- 7. Authorized Use. On the terms and conditions set forth herein, Grantor hereby extends to Licensee a license on, over, across and under the Right-of-Way for the following uses and purposes and no others:
 - a. Construct and maintain a Paved Commercial Approach onto W. Lewis Ln. not to exceed 120' in width. Approach structural section shall meet ACCHD Standard Drawing #ACCHD-106 specifications.
- 8. License Not Exclusive. This License does not extend to Licensee the right to use the Rightof-Way to the exclusion of Grantor or any use within its jurisdiction, authority and discretion. If the Right-of-Way is opened as a public highway [as defined in §40-109(5) Idaho Code], the Licensee's authorized use is subject to the rights of the public to use the Right-of-Way for highway purposes. Licensee's authorized use is also subject to the rights of holders of easements of record or obvious on inspection of the Right-of-Way and statutory rights of utilities to use the Right-of-Way. This License is not intended to, and shall not preclude or impede the ability of Grantor to enter into other similar agreements in the future allowing third parties to also use the Right-of-Way, or the ability of Grantor to redesign, reconstruct, relocate, maintain and improve the Right-of-Way as authorized by law and as it determines, in its sole discretion, is appropriate.

9. Termination.

- a. This License will continue until terminated, with or without cause, which termination shall be effective following thirty (30) days advance written notice of termination given by the other party.
- b. If Licensee defaults in the performance of any obligations incumbent upon it to perform hereunder, Grantor may terminate this License and the rights extended to Licensee hereunder at any time, effective at the end of thirty (30) days following the date Grantor shall provide written notice of termination to Licensee, which notice may specify such default(s). Grantor may provide Licensee a thirty (30) day period to correct and cure the specified default(s), and if so corrected and cured to the satisfaction of Grantor, this License may not be terminated but shall continue in full force and effect

10. Improvements.

- a. Any construction and/or installation by Licensee of improvements, including, without limitation, buildings, fixtures, and landscaping on, over, across and under the right-of-way shall be accomplished in accordance with designs, plans and specifications approved in advance and in writing by Grantor as required to satisfy applicable laws, its policies and good engineering practices. In approving such plans and specifications, Grantor assumes no responsibility for any deficiencies or inadequacies in the design or construction of the improvements, and the responsibility therefore shall be and remain that of the Licensee.
- b. If during the term of this License the Grantor requires, in its sole discretion, at any time, and from time to time, that the highway on and/or adjacent to the Right-of-Way be widened and/or realigned, redesigned, improved and/or reconstructed, Licensee hereby accepts responsibility for all costs for relocating, modifying or otherwise adapting the improvements to such realignment and/or relocation and/or reconstruction if required by Grantor, which shall be accomplished by Licensee according to designs, plans and specifications approved in advance by Grantor in writing; provided Licensee may elect to terminate this License in lieu of complying with this responsibility, and further provided Grantor gives Licensee adequate written notice as necessary to allow Licensee to redesign, relocate and modify or adopt the improvements to the realignment and/or relocation and/or reconstruction of the highway and also licenses Licensee such additional area of its right-of-way, if any, as may be necessary for the proper operation of improvements.
- c. Upon termination of this License, Licensee shall promptly remove all improvements and restore the right-of-way to its pre-licensed condition. Should Licensee fail or neglect to promptly remove the improvements and restore the Right-of-Way, Grantor may do so, and assess the Licensee for the costs thereof. Provided, Grantor and Licensee may agree in writing that some or all of such improvements are to remain on the Right-of-Way following termination, and by entering into such an agreement

Licensee thereby disclaims all right, title, and interest in and to the same, and hereby grants such improvements to Grantor at no cost. Further provided, if the authorized use of the Right-of-Way under this License is for landscaping in the Right-of-Way and the irrigation and maintenance thereof, and the general purpose government with jurisdiction has adopted ordinances, rules and regulations governing the landscaping and maintenance of such Right-of-Way by owners of the adjacent property, to the extent such owners are obligated to maintain and irrigate the landscaping, Licensee need not remove the same from the Right-of-Way.

11. Maintenance.

- a. At its sole cost and expense, Licensee shall maintain the improvements in good condition and repair and as required to satisfy applicable laws, Grantor's policies and sound engineering practices. Licensee shall have access over, across and under the Right-of-Way for the purposes of accomplishing such repair and maintenance.
- b. If the highway on and/or adjacent to the Right-of-Way is damaged as a result of (i) the performance by Licensee of the maintenance required by paragraph 11.a above, or the failure or neglect to perform such maintenance, and/or (ii) Licensee's design, installation or use of the improvements, regardless of cause, then Licensee, at its sole cost and expense, shall promptly correct such deficiency and restore the highway and the surface of the Right-of-Way to the same condition it was in prior thereto, and if Licensee shall fail or neglect to commence such correction and restoration within twenty-four (24) hours of notification, Grantor may proceed to do so, in which event Licensee agrees to reimburse Grantor for the costs and expenses thereof, including, without limitation, reasonable compensation for the use of staff and equipment of Grantor.
- c. Notwithstanding the provisions of paragraph 11.b above, should an emergency exist related to the Licensee's use of this License which threatens the stability or function of the highway on or adjacent to the Right-of-Way or the safety of the public use thereof, Grantor shall have the right to immediately perform, on behalf of, and at the cost of Licensee necessary emergency repairs.
- d. Licensee will be responsible for the relocation of any existing utilities located on the Right-of-Way as may be required in connection with any construction or installation of improvements by Licensee in the Right-of-Way.
- 12. **Fee.** There is no fee for the Licensee's authorized use of the Right-of-Way under this License.
- 13. **No Title in Licensee.** Licensee shall have no right, title or interest in or to the Right-of-Way other than the right to temporarily use the same pursuant to the terms of this License.
- 14. No Cost to Grantor. Any and all costs and expense associated with Licensee's authorized use of the Right-of-Way, or any construction or installation of improvements thereon, or the

repair and maintenance thereof, or the relocation of improvements or utilities thereon, or the restoration thereof at the termination of this License, shall be at the sole cost and expense of Licensee.

- 15. Taxes and Assessments. Licensee agrees to pay all special assessments and personal property taxes that may be levied and assessed on the improvements during the term of this License.
- 16. Indemnification. Licensee hereby indemnifies and holds Grantor harmless from and against any and all claims or actions for loss, injury, death, damages, mechanics and other liens, arising out of the failure or neglect of Licensee, Licensee's employees, contractors and agents, to properly and reasonably make authorized use of the Right-of-Way or properly construct, install, plant, or repair or maintain the improvements thereon, or that otherwise result from the use and occupation of the Right-of-Way by Licensee, and including any attorney fees and costs that may be incurred by Grantor in defense of such claims or actions indemnified against by Licensee hereunder. For claims or actions arising out of failures or neglects occurring during the term of this License, Licensee's obligation pursuant to this section shall survive the termination of this License.
- 17. Compliance with Law; Waste and Nuisances Prohibited. In connection with Licensee's use of the Right-of-Way, throughout the term of this License, Licensee covenants and agrees to:
 - a. Comply and observe in all respects any and all federal, state and local statutes, ordinances, policies, rules and regulations, including, without limitation, those relating to traffic and pedestrian safety, the Clean Water Act and/or to the presence, use, generation, release, discharge, storage or disposal in, on or under the right-of-way of any hazardous materials (defined as any substance or material defined or designated as hazardous or toxic waste, material or substance, or other similar term, by any federal, state or local environmental statute, regulation or occurrence presently in effect or that may be promulgated in the future).
 - b. Obtain any and all permits and approval required by Grantor or any other unit of government. If the proposed construction and installation of the improvements, or any reconstruction, relocation or maintenance thereof requires Licensee to obtain a permit under Grantor's policies, Licensee shall first obtain such permit from Grantor before commencing such work, and pay the required fees and otherwise comply with the conditions set forth therein
 - c. Commit no waste or allow any nuisance on the right-of-way.
- 18. **Attorney Fees.** In any suit, action or appeal therefrom to enforce or interpret this License, the prevailing party shall be entitled to recover its costs incurred herein, including reasonable attorney fees.

- 19. **Notices.** Any notice under this License shall be in writing and be delivered in person or by public or private 24-hour overnight courier service (so long as such service provides written confirmation of delivery). Notice to the Licensee shall be sent to the Property owner of record as identified in the Canyon County Assessor records. Any notice shall be deemed to have been given on actual delivery or refusal, or the day of delivery to the overnight courier.
- 20. Date. This Temporary License Agreement is made this 9th day of March, 2023.

IN WITNESS WHEREOF, the undersigned have caused this Temporary License Agreement to be executed on the day, month and year set forth above.

GRANTOR:

Nampa Highway District No. 1

Dick Smith, Chairman

LICENSEE:

K & L Farm Properties, LLC, an Idaho limited liability company

Loren W. McIntyre, Member

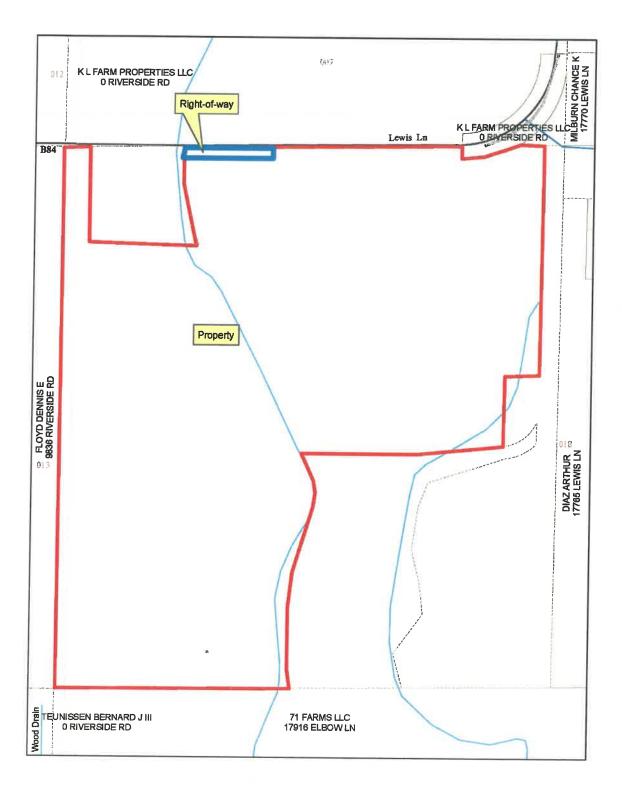
LICENSEE:

K & L Farm Properties, LLC, an Idaho limited liability company

Kathy S. McIntyre, Member

STATE OF IDAHO)
) ss. County of Canyon)
On this day of MWW, 2023, before me, DWW Rhith, known or proven to me to be the Chairman of the Nampa Highway District No. 1 , which executed the foregoing instrument, and acknowledged to me that said Highway District executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
Notary Public for Idaho Residing in Canyon County, Idaho PAIGE RHOADES COMMISSION # 59237 NOTARY PUBLIC STATE OF IDAHO MY COMMISSION EXPIRES 03/01/20
My commission expires:
STATE OF IDAHO)) ss. County of Canyon)
On this day of Mar M, 2023, before me, Parago Rhoade, a Notary Public in and for the State of Idaho, personally appeared Loren W. McIntyre and Kathy S. McIntyre, known or proven to me to be the Members of the limited liability company which executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
Notary Public for Idaho Residing in Canyon County, Idaho PAIGE RHOADES COMMISSION # 59237 NOTARY PUBLIC STATE OF IDAHO MY GOMMISSION EXPIRES 03/01/2024
My commission expires:

EXHIBIT "A"



2019-043536 RECORDED

09/17/2019 08:04 AM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=6 LBERG \$18
TYPE: DEED \$18
FIRST AMERICAN TITLE INSURANCE
ELECTRONICALLY RECORDED

THIS PAGE HAS BEEN ADDED TO **ACCOMMODATE RECORDING INFORMATION**

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

2019-040344 RECORDED

08/29/2019 12:34 PM CHRIS YAMAMOTO CANYON COUNTY RECORDER

Pgs=3 ENOWELL TYPE: DEED

\$15.00

TYPE: DEED FIRST AMERICAN TITLE INSURANCE ELECTRONICALLY RECORDED

AFTER RECORDING MAIL TO:

Justin Lee Pereira and Melicia Man-Hon Pereira 17767 Lewis Lane Caldwell, ID 83607

ELECTRONECALLY RECORDED - BO NOT' REMOVE THE COUNTY-STANED PART PAGE AS IT IS NOW INCOMPORATED AS PART OF THE ORIGINAL BOCKMENT.

Re-recorded to add grantor

WARRANTY DEED

File No.: 4106-3292759 (SH)

Date: August 27, 2019

KSRC K & L Farm: Properties, LLC and
For Value Received, Loren W, McIntyre and Kathy S. McIntyre, Trustees, or their successors in trust, under the Loren and Kathy McIntyre Living Trust, dated January 12, 1998 and amended April 3, 2019, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto Justin Lee Pereira and Melicia Man-Hon Pereira, husband and wife, hereinafter referred to as Grantee, whose current address is 17767 Lewis Lane, Caldwell, ID 83607, the following described premises, situated in Conyon County, Idaho, to wit:

LEGAL DESCRIPTION: Real property in the County of Canyon, State of Idaho, described as follows:

THIS PARCEL IS A PORTION OF GOVERNMENT LOT 1 OF SECTION 18 IN TOWNSHIP 2 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE GOVERNMENT LOT 1, (W1/16N CORNER, SECTION 18) A FOUND 5/8 INCH DIAMETER REBAR; THENCE

SOUTH 00°04'40" WEST ALONG THE EAST BOUNDARY OF GOVERNMENT LOT 1 A DISTANCE OF 1322.24 FEET TO SOUTHEAST CORNER OF GOVERNMENT LOT 1, A FOUND 5/8 INCH DIAMETER REBAR; THENCE

SOUTH 88°44'24" WEST ALONG THE SOUTH BOUNDARY OF GOVERNMENT LOT 1 A DISTANCE OF 361.37 FEET TO A FOUND 1/2 INCH DIAMETER REBAR; THENCE

NORTH 16°24'47" WEST A DISTANCE OF 87.27 FEET TO A FOUND $orall_2$ INCH DIAMETER REBAR; THENCE

NORTH 35°33'38" EAST A DISTANCE OF 119.02 FEET TO A FOUND 1/2 INCH DIAMETER REBAR: THENCE

NORTH 6°31'07" WEST A DISTANCE OF 76.36 FEET TO A FOUND ½ INCH DIAMETER REBAR; THENCE

NORTH 15°09'27" WEST A DISTANCE OF 83.68 FEET TO A FOUND V_2 INCH DIAMETER REBAR; THENCE

Page 1 of 3

AFTER RECORDING MAIL TO:

Justin Lee Pereira and Melicia Man-Hon Pereira 17767 Lewis Lane Caldwell, ID 83607

ELECTRONICALLY REDORDED - DO KOT REMOVE THE COMMY STOCKED PORT PAGE AS IT IS NOW COMPOUNDED AS PART OF THE ORIGINAL DOCKCENT.

Re-recorded to add grantor

WARRANTY DEED

LW)

LWM File No.: 4106-3292759 (SH)

Date: August 27, 2019

K & L Farm Properties, LIC and For Value Received, Loren W. McIntyre and Kathy S. McIntyre, Trustees, or their successors in trust, under the Loren and Kathy McIntyre Living Trust, dated January 12, 1998 and amended April 3, 2019, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto Justin Lee Pereira and Melicia Man-Hon Pereira, husband and wife, hereinafter referred to as Grantee, whose current address is 17767 Lewis Lane, Caldwell, ID 83607, the following described premises, situated in Canyon County, Idaho, to wit:

LEGAL DESCRIPTION: Real property in the County of Canyon, State of Idaho, described as follows:

THIS PARCEL IS A PORTION OF GOVERNMENT LOT 1 OF SECTION 18 IN TOWNSHIP 2 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, CANYON COUNTY, IDAHO AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE GOVERNMENT LOT 1, (W1/16N CORNER, SECTION 18) A FOUND 5/8 INCH DIAMETER REBAR; THENCE

SOUTH 00°04'40" WEST ALONG THE EAST BOUNDARY OF GOVERNMENT LOT 1 A DISTANCE OF 1322.24 FEET TO SOUTHEAST CORNER OF GOVERNMENT LOT 1, A FOUND 5/8 INCH DIAMETER REBAR; THENCE

SOUTH 88°44'24" WEST ALONG THE SOUTH BOUNDARY OF GOVERNMENT LOT 1 A DISTANCE OF 361.37 FEET TO A FOUND 1/2 INCH DIAMETER REBAR; THENCE

NORTH 16°24'47" WEST A DISTANCE OF 87.27 FEET TO A FOUND 1/2 INCH DIAMETER REBAR; THENCE

NORTH 35°33'38" EAST A DISTANCE OF 119.02 FEET TO A FOUND 1/2 INCH DIAMETER REBAR: THENCE

NORTH 6°31'07" WEST A DISTANCE OF 76.36 FEET TO A FOUND 1/2 INCH DIAMETER REBAR; THENCE

NORTH 15°09'27" WEST A DISTANCE OF 83.68 FEFT TO A FOUND $^{1\!\!2}$ INCH DIAMETER REBAR; THENCE

Page 1 of 3

NORTH 7°31'28" EAST A DISTANCE OF 105.44 FEET TO A FOUND 1/2 INCH DIAMETER REBAR; THENCE

NORTH 20°16'36" EAST A DISTANCE OF 64.28 FEET TO A FOUND 1/2 INCH DIAMETER REBAR; THENCE

NORTH 71°30'04" EAST A DISTANCE OF 197.36 FEET TO A FOUND $\frac{1}{2}$ INCH DIAMETER REBAR; THENCE

NORTHEASTERLY 84.62 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 125.47 FEET, A CENTRAL ANGLE OF 38° 38' 25" AND A LONG CHORD WHICH BEARS NORTH 64° 20'18" EAST A DISTANCE OF 83.02 FEET TO A FOUND ½ INCH DIAMETER REBAR; THENCE

NORTH 00°04'40" EAST A DISTANCE OF 53.91 FEET TO A FOUND $1\!\!/_{\!\!2}$ INCH DIAMETER REBAR; THENCE

SOUTHWESTERLY 103.72 FEFT ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 95.47 FEET AND A CENTRAL ANGLE OF 62° 14′ 50″ AND A LONG CHORD WHICH BEARS SOUTH 52°31′08″ WEST 98.69 FEET TO A FOUND 1/2 INCH DIAMETER REBAR, THENCE

NORTH 6°26'35" WEST A DISTANCE OF 20.00 FEET TO A FOUND 5/8 INCH DIAMETER REBAR; THENCE

NORTH 00°04'40" EAST A DISTANCE OF 153.03 FEET TO A FOUND 5/8 INCH DIAMETER REBAR; THENCE

NORTH 88°44'51" EAST A DISTANCE OF 80.53 FEET TO A FOUND 5/8 INCH DIAMETER REBAR; THENCE

NORTH 00°04'40" EAST A DISTANCE OF 560.00 FEET TO A POINT ON THE NORTH BOUNDARY OF GOVERNMENT LOT 1, A FOUND 1/2 INCH DIAMETER REBAR, THENCE

NORTH 88^44^51 " EAST ALONG SAID NORTH BOUNDARY A DISTANCE OF 50.01 FEET TO THE TRUE POINT OF BEGINNING.

APN: 30154012 0

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

APN: 30154012 0

Warranty Deed - continued

File No.; 4106-3292759 (SH) Date: 08/27/2019

Loren and Kal January 12, 11 Joseph W. McIr Loren W. McIr Kathy S. McIr	Mantyre ntyre, Trusted	, dated			
STATE OF	Idaho) SS.			
COUNTY OF	Ada)			
S. McIntyre as April 3, 2019.	is acknowledged before in Trustees of Loren and Ka	me on Auc athy Membyr	Signature of No.	fed January 12	McIntyre and Kathy , 1998 and amended
NO ST	IBERLY A DOAN AMISSION #7488 DTARY PUBLIC ATE OF IDAHO BION EXPIRES 01/27/2028		My Commission		

Page 3 of 3

Loren W. McIntyre K & L Farm Proper		
Kathy S. McIntyre, K & L Farm Proper		
STATE OF Idaho COUNTY OF Ada) 55.)	
This record was ackn S. McIntyre as Memb		
KIMBERLY A D COMMISSION &	7488	Signature of Notary Public My Commission Expires:

Arbay Mberwa Exhibit D2

From: Jennifer Almeida

Sent: Tuesday, December 10, 2024 11:22 AM

To: Arbay Mberwa

Subject: FW: [External] RE: Agency Notification / Case No. CU2024-0010 / McIntyre Farms, K&L

Properties

Follow Up Flag: Follow up Flag Status: Flagged



Jennifer Almeida

Office Manager Canyon County Development Services Department 111 N. 11th Ave., #310, Caldwell, ID 83605

Direct Line: 208-455-5957

Email: <u>Jennifer.Almeida@canyoncounty.id.gov</u>

Website: www.canyoncounty.id.gov

Development Services Department (DSD)

NEW <u>public</u> office hours Effective Jan. 3, 2023

Monday, Tuesday, Thursday and Friday

8am – 5pm Wednesday 1pm – 5pm

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

PUBLIC RECORD NOTICE: All communications transmitted within the Canyon County email system may be a public record and may be subject to disclosure under the Idaho Public Records Act and as such may be copied and reproduced by members of the public.

From: D3 Development Services < D3 Development. Services@itd.idaho.gov>

Sent: Tuesday, December 10, 2024 11:22 AM

To: Jennifer Almeida < Jennifer. Almeida@canyoncounty.id.gov>

Subject: [External] RE: Agency Notification / Case No. CU2024-0010 / McIntyre Farms, K&L Properties

Hello,

After careful review of the transmittal submitted to ITD on December 4, 2024 regarding, Case No. CU2024-0010/McIntyre Farms, K&L Properties, the Department has no comments or concerns to make at this time. This application does not meet thresholds for a Traffic Impact Study nor does it pose any safety concern. If you have any questions please contact Niki Benyakhlef at (208) 334-8337/ Niki.Benyakhlef@itd.idaho.gov.

Mila Kinakh D3 Planning and Development Administrative Assistant



YOUR Safety ••• ▶ YOUR Mobility ••• ▶ YOUR Economic Opportunity

From: Jennifer Almeida < Jennifer. Almeida@canyoncounty.id.gov>

Sent: Wednesday, December 4, 2024 12:49 PM

To: 'jenny.titus@vallivue.org' <jenny.titus@vallivue.org>; 'lisa.boyd@vallivue.org' isa.boyd@vallivue.org' <jenny.titus@vallivue.org>;

'joseph.palmer@vallivue.org' < joseph.palmer@vallivue.org >; 'mitch.kiester@phd3.idaho.gov'

<mitch.kiester@phd3.idaho.gov>; 'anthony.lee@phd3.idaho.gov' <anthony.lee@phd3.idaho.gov>;

'marsingfiredistrict@yahoo.com' < marsingfiredistrict@yahoo.com'>; 'marsingruralfire@gmail.com'

<marsingruralfire@gmail.com>; 'knute.sandahl@doi.idaho.gov' <knute.sandahl@doi.idaho.gov>;

 $'eddy@nampahighway1.com' < \underline{eddy@nampahighway1.com} >; 'brandy.walker@centurylink.com' \\$

<brandy.walker@centurylink.com>; 'monica.taylor@intgas.com' <monica.taylor@intgas.com>;

'jessica.mansell@intgas.com' <jessica.mansell@intgas.com>; 'easements@idahopower.com'

<<u>easements@idahopower.com</u>>; 'mkelly@idahopower.com' <<u>mkelly@idahopower.com</u>>;

'Contract.Administration.Bid.Box@ziply.com' < Contract.Administration.Bid.Box@ziply.com>;

'tritthaler@boiseproject.org' <tritthaler@boiseproject.org>; 'gashley@boiseproject.org' <gashley@boiseproject.org>;

 $"gis@compassidaho.org" < \\ \underline{gis@compassidaho.org} >; Code \ Enforcement < \\ \underline{CodeEnforcement@canyoncounty.id.gov} >; Dalia \\ \underline{CodeEnforcement$

Alnajjar < <u>Dalia.Alnajjar@canyoncounty.id.gov</u>>; GIS and Addressing Division < <u>GISAddressing@canyoncounty.id.gov</u>>;

'BRO.Admin@deq.idaho.gov' <BRO.Admin@deq.idaho.gov>; D3 Development Services

<D3Development.Services@itd.idaho.gov>; Niki Benyakhlef <Niki.Benyakhlef@itd.idaho.gov>;

'webmaster@valleyregionaltransit.org' <webmaster@valleyregionaltransit.org>; Christine Wendelsdorf

<Christine.Wendelsdorf@canyoncounty.id.gov>; Michael Stowell <mstowell@ccparamedics.com>

Subject: Agency Notification / Case No. CU2024-0010 / McIntyre Farms, K&L Properties

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Please see the attached agency notice. You are invited to provide written testimony or comments by **January 6, 2025** although as of this point, no hearing date has been set. You will receive a separate notification when the hearing date has been set for this case.

The deadline for written testimony or additional exhibits is to ensure planners can consider the information as they develop their staff report and recommended findings. All items received by the deadline will also be placed in the hearing packet, allowing the hearing body adequate time to review the submitted information.

Please direct your comments or questions to Planner Arbay Mberwa at Arbay.Mberwa@canyoncounty.id.gov

Thank you,



Jennifer Almeida

Office Manager Canyon County Development Services Department 111 N. 11th Ave., #310, Caldwell, ID 83605

Direct Line: 208-455-5957

Email: Jennifer.Almeida@canyoncounty.id.gov

Website: www.canyoncounty.id.gov

Development Services Department (DSD)

NEW <u>public</u> office hours
Effective Jan. 3, 2023
Monday, Tuesday, Thursday and Friday
8am – 5pm
Wednesday
1pm – 5pm

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

PUBLIC RECORD NOTICE: All communications transmitted within the Canyon County email system may be a public record and may be subject to disclosure under the Idaho Public Records Act and as such may be copied and reproduced by members of the public.

FRED BUTLER CHAIRMAN OF THE BOARD

RICHARD MURGOITIO
VICE CHAIRMAN OF THE BOARD

ROBERT D. CARTER PROJECT MANAGER

THOMAS RITTHALER
ASSISTANT PROJECT MANAGER

APRYL GARDNER SECRETARY-TREASURER

MARY SUE CHASE ASSISTANT SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

OPERATING AGENCY FOR 167,000 ACRES FOR THE FOLLOWING IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT BOISE-KUNA DISTRICT WILDER DISTRICT NEW YORK DISTRICT BIG BEND DISTRICT

> TEL: (208) 344-1141 FAX: (208) 344-1437

Exhibit D3

08 December 2024

CU2024-0010

W-35-4

Canyon County Development Services 111 North 11th Ave., Ste. 310 Caldwell, Idaho 83605

RE: Kathy McIntyre, K&L Properties., LLC

17995 Lewis Lane, Caldwell.

Wilder Irrigation District

Deer Flat Lowline Canal 1558+70

Stewart Lateral 73+60 Sec. 18, T2N, R3W, BM.

Arbay Mberwa:

The United States' Deer Flat Lowline Canal lies within the boundary of the above-mentioned location. The easement for this canal is held in the name of the United States through the Bureau of Reclamation under the authority of the Act of August 30, 1890. (26 Stat. 391; 43 U.S.C. 945)

The Boise Project Board of Control is contracted to operate and maintain this canal. We assert the federal easement of 40 feet west and 40 feet east of the canal's centerline. Whereas this area is for the operation and maintenance of our facility, no activity should hinder our ability to do so.

The Boise Project does not approve landscaping, gravel only, within its easements, as this will certainly increase our cost of maintenance. No variances will be granted.

Fencing, gates, pathways and pressurized irrigation lines, as may be required, must be constructed just off the canal easement, to insure public safety and prevent encroachments. No variances will be granted.

Parking lots, curbing, light poles, signs, etc. and the placing of asphalt and/or cement over Project facility easements must be approved by Boise Project Board of Control prior to construction.

Project facilities and/or easements that parallel and are within and/or intended to be within road right-of-ways due to any development of this property must be relocated outside of road right-of-ways. The easements of Boise Project facilities will remain the same unless agreed upon and/or approved with written permission from Boise Project Board of Control.

The construction of any roadway crossings must be conducted only during the non-irrigation season when the canal is dewatered. In any case no work shall take place within the easement before the proper crossing agreements have been secured through the Bureau of Reclamation and the Boise Project Board of Control.

Utilities planning to cross any project facility must do so in accordance with the master policies now held between the Bureau of Reclamation and most of the utilities. In any case, no work shall take place within the easement before proper crossing agreements have been secured through both the Bureau of Reclamation and the Boise Project Board of Control.

Crossing agreements must be secured and signed by all parties prior to March 1st of each year. A time schedule for the construction to be done during the non-irrigation season must be approved by Boise Project prior to any activity within Project easements. No construction will be allowed within the easement boundaries of the Boise Project Board of Control facilities after March 1st of each year. However, on a case by case basis, overhead utilities crossing a Project facility may be allowed after March 1st if reviewed and approved by the Boise Project.

The piping and relocation of any Lateral, Canal and/or Drain must be reviewed and approved by the Project and the Bureau of Reclamation and is to include all appurtenant boxes and/or structures and must be warranted by the landowner for a period of (5) five-years. The Warrantee Agreement must be secured prior to ANY disturbance of that facility.

Boise Project Board of Control must approve any requests and/or relocation of delivery points prior to construction.

Storm Drainage and/or Street Runoff must be retained on site.

NO DISCHARGE into any live irrigation system is permitted.

Per Idaho Statutes, Title 42, local irrigation/drainage ditches and pressurized irrigation lines that cross this property, to serve neighboring properties, must remain unobstructed and protected by an appropriate easement by the landowner, developer and contractors.

This development is subject to Idaho Code 31-3805, in accordance, this office is requesting a copy of the irrigation and drainage plans.

Wording on the preliminary and final recorded plat needs to state that any proposed and/or future usage of the Boise Project Board of Control facilities are subject to Idaho Statues, Title 42-1209.

Future preliminary and final plats must call out the Project easements and the plats must also note which lots have surface irrigation water rights and which lots do not.

Whereas this development is in its preliminary stages, Boise Project Board of Control reserves the right to require changes when our easements and/or facilities are affected by unknown factors even during the construction phase.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,

Thomas Ritthaler

Assistant Project Manager

tbr/tr

cc: Tony Avermann

Lisa Sweet

Watermaster, Div; 4 BPBC Secretary – Treasurer, WID

File



Exhibit D4

May 5, 2025

Arbay Mberwa, Planner 111 North 11th Ave. Ste. 310 Caldwell, Idaho, 83605 arbay.mberwa@canyoncounty.id.gov

Subject: Agency Notice CU2024-0010 / Orton

Dear Arbay Mberwa:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: https://www.deq.idaho.gov/public-information/assistance-and-resources/outreach-and-education/.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. AIR QUALITY

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), and open burning (58.01.01.600-617).
- IDAPA 58.01.01.614 sets out the rules for prescribed burning in Idaho. Please ensure all prescribed burning is done in compliance with the rules, and in compliance with the 2010 Operations Guide of the Montana/Idaho Airshed Group.

For questions, contact David Luft, Air Quality Manager, at 373-0550.

2. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss the potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for planning development and implementation.

For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

3. DRINKING WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval.
 Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.
- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: https://www.deq.idaho.gov/water-quality/drinking-water/. For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells are included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction
 of a new community drinking water system. Please contact DEQ to discuss this project and to
 explore options to both best serve the future residents of this development and provide for
 protection of groundwater resources.
- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for planning development and implementation.

For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

May 2025 Page **2** of **4**

4. SURFACE WATER

- Please contact DEQ to determine whether this project will require an Idaho Pollutant
 Discharge Elimination System (IPDES) Permit. A Multi-Sector General Permit from DEQ may be
 required for facilities that have an allowable discharge of storm water or authorized non-storm
 water associated with the primary industrial activity and co-located industrial activity.
 For questions, contact James Craft, IPDES Compliance Supervisor, at (208) 373-0144.
- If this project is near a source of surface water, DEQ requests that projects incorporate the
 best construction management practices (BMPs) to assist in the protection of Idaho's water
 resources. Additionally, please contact DEQ to identify BMP alternatives and to determine
 whether this project is in an area with Total Maximum Daily Load stormwater permit
 conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at: https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0550.

5. SOLID WASTE, HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

- Solid Waste. No trash or other solid waste shall be buried, burned, or otherwise disposed of at
 the project site. These disposal methods are regulated by various state regulations including
 Idaho's Solid Waste Management Regulations and Standards (IDAPA 58.01.06), Rules and
 Regulations for Hazardous Waste (IDAPA 58.01.05), and Rules and Regulations for the
 Prevention of Air Pollution (IDAPA 58.01.01). Inert and other approved materials are also
 defined in the Solid Waste Management Regulations and Standards
- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservations and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- Water Quality Standards. Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material released to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

May 2025 Page **3** of **4**

• Ground Water Contamination. DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

For questions, contact Matthew Pabich, Waste & Remediation Manager, at (208) 373-0550.

6. ADDITIONAL NOTES

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website https://www.deq.idaho.gov/waste-management-and-remediation/storage-tanks/leaking-underground-storage-tanks-in-idaho/ for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208) 373-0550.

Sincerely,

Troy Smith

Regional Administrator

my 6 Swith

May 2025 Page **4** of **4**

Arbay Mberwa Exhibit D5

From: Tom Crosby

Sent: Tuesday, May 6, 2025 4:10 PM

To:Arbay MberwaCc:Scott HillmanSubject:CU2024-0010

Arbay,

The building department will require a change of occupancy permit application for the store/production/assembly building/freezers. Architectural plans with full code analysis will be required for permitting and plan review, also because this structure was built without inspections and as part of the change of occupancy an observation letter from a structural engineer approving the new occupancy is required. Please advise client that all State electrical, mechanical and plumbing inspection sign offs will be required for the change of occupancy permit, SWDH permit may need to be revised if the permit does not reflect the correct commercial occupancy, and Fire District preliminary approvals, permits and impact fees will be required as a part of the occupancy permit.

During building departments review of CU2024-0010 it was found that there are multiple structures on the parcel that were not permitted, the Building Official is advising the planning dept. to ask for compliance with unpermitted buildings before approving CU2024-0010. Unpermitted structures are 3 hay storage buildings 1 framed membrane structure and a 20x30 (brooding house). All unpermitted structures appear to meet setback requirements with exception to the (brooding house) and may be eligible for Ag. Permits. The brooding house does not meet a front section line setback of 70 ft. and will have to be relocated or inquire with the highway district for a setback waiver. Please advise your client that unpermitted structures permit fees will be doubled per. Canyon County Fee Resolution no. 25-046.

Thank You, Tom



Tom Crosby

Building Official

Canyon County Development Services Department

111 N. 11th Ave., #310, Caldwell, ID 83605

Direct Line: 208-455-5980

Email: Tom.crosby@canyoncounty.id.gov

NEW <u>public</u> office hours
Effective Jan. 3, 2023
Monday, Tuesday, Thursday and Friday
8am – 5pm
Wednesday
1pm – 5pm
**We will not be closed during lunch hour **

Arbay Mberwa Exhibit D6

From: Arbay Mberwa

Sent: Tuesday, May 13, 2025 9:48 AM **To:** 'Brent Orton'; Madelyn Vander Veen

Subject: RE: [External] Re: FW: McIntyre Farms address

Attachments: GIS_Address Request_Application.pdf

Good Morning,

I spoke with Maddy and a second address on the parcel can be acquired. It will require the building to be in compliance with the building and zoning code and an addressing application (75\$ fee attached). When you are completing a building permit application for the structure you can go through the addressing request application simultaneously.

Please reach out and let me know if you have questions,



Arbay Mberwa

Associate Planner

Canyon County Development Services Department

111 N. 11th Ave., #310, Caldwell, ID 83605

Direct Line: 208-455-6039

Email: Arbay.Mberwa@canyoncounty.id.gov

Website: www.canyoncounty.id.gov

Public office hours:

Monday, Tuesday, Thursday and Friday

8am – 5pm

Wednesday: 1pm-5pm

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

From: Brent Orton brentorton@ortonengineers.com

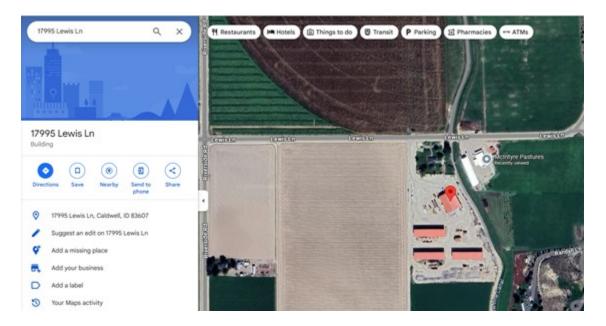
Sent: Monday, May 12, 2025 9:46 PM

To: Arbay Mberwa <Arbay.Mberwa@canyoncounty.id.gov>; Madelyn Vander Veen

<Madelyn.VanderVeen@canyoncounty.id.gov> **Subject:** [External] Re: FW: McIntyre Farms address

Hello Madelyn and Arbay --

We wanted to clarify that the McIntyre's current farm address for their parcel (17995 Lewis Lane) leads people to their agricultural farm shop and office that is on the west side of the canal. They are seeking to get a different address for a secondary structure on their parcel - the Farm Store that is on the East Side of the Canal (so there are 2 different main structures).



With duplexes - tenants are typically able to get a 2nd address for each duplex on the same parcel. Is there a process that the McIntyre's can do to get addressing to the McIntyre Pastures Farm Store/Egg Packing shed without being zoned commercial?

Thanks!

Brent L. Orton, PE (208)350-9422 brentorton@ortonengineers.com

On Thu, May 8, 2025 at 10:48 AM Arbay Mberwa < Arbay.Mberwa@canyoncounty.id.gov> wrote:

Hello,

Please see email below from DSD GIS Division.

Please reach out and let me know if you have questions,



Arbay Mberwa Associate Planner Canyon County Development Services Department 111 N. 11th Ave., #310, Caldwell, ID 83605 Direct Line: 208-455-6039 Email: Arbay.Mberwa@canyoncounty.id.gov Website: www.canyoncounty.id.gov <u>Public</u> office hours: Monday, Tuesday, Thursday and Friday 8am - 5pmWednesday: 1pm - 5pm **We will not be closed during lunch hour ** From: Madelyn Vander Veen Sent: Thursday, May 8, 2025 10:31 AM To: Arbay Mberwa < Arbay.Mberwa@canyoncounty.id.gov> **Subject:** McIntyre Farms address Hello Arbay,

Regarding the request for a second address for the building on McIntyre Farms shop and food processing facility: Unfortunately we are unable to give one structure two addresses unless the property was to be rezoned to a

commercial zone.

Madelyn Vander Veen

GIS Analyst, Canyon County Development Services

madelyn.vanderveen@canyoncounty.id.gov | Direct: 208-455-6035

Best,

DSD public office hours:

Monday, Tuesday, Thursday and Friday: 8am - 5pm

Wednesday: 1pm - 5pm

PUBLIC RECORD NOTICE: All communications transmitted within the Canyon County email system may be a public record and may be subject to disclosure under the Idaho Public Records Act and as such may be copied and reproduced by members of the public.

Arbay Mberwa Exhibit D7

From: Tom Crosby

Sent: Thursday, May 8, 2025 9:51 AM

To: Arbay Mberwa

Subject: FW: [External] FW: 17995 Lewis Ln, Caldwell ID 83607 McIntyre Farms

Arbay,

Please see information below from SWDH for your CU2024-0010 case.

Thanks, Tom

From: Mitch Kiester < Mitch. Kiester@swdh.id.gov>

Sent: Thursday, May 8, 2025 9:43 AM

To: Tom Crosby <Tom.Crosby@canyoncounty.id.gov>

Cc: Jeff Buckingham < Jeff.Buckingham@swdh.id.gov>; Savanha Rodriguez < Savanha.Rodriguez@swdh.id.gov>

Subject: [External] FW: 17995 Lewis Ln, Caldwell ID 83607 McIntyre Farms

Tom,

Please see below, McIntyre Farms. They do need a permit from our agency. I have copied Jeff Buckingham and Savanha Rodriguez who can both provide greater guidance on this matter if needed.

Thank you Mitch

Check out our new online self-service portal here! PORTAL



Mitch Kiester, MPH, CPM, REHS/RS | Program Manager | Southwest District Health 13307 Miami Lane | Caldwell ID 83607 | ph: 208.455.5321 | cell: 208.580.3953 | Mitch.Kiester@phd3.idaho.gov | Healthier Together | www.swdh.org



From: Savanha Rodriguez <Savanha.Rodriguez@swdh.id.gov>

Sent: Thursday, May 8, 2025 9:32 AM

To: Mitch Kiester < <u>Mitch.Kiester@swdh.id.gov</u>> **Cc:** Jeff Buckingham < <u>Jeff.Buckingham@swdh.id.gov</u>>

Subject: Re: 17995 Lewis Ln, Caldwell ID 83607 McIntyre Farms

Hi Mitch,

That facility does appear to need a health permit and does not currently have one. Our understanding is they store frozen USDA meat on site at their retail location, therefore that establishment is required to be regulated by our agency. I believe Jeff was going to reach out to them as they began the licensing process but never submitted the required food license application for us to issue a health permit.

Thanks for letting us know of this and please let me know if there's anything you need from me today regarding this.

Best, Savanha

Get Outlook for iOS

From: Mitch Kiester < Mitch. Kiester@swdh.id.gov>

Sent: Thursday, May 8, 2025 9:04 AM

To: Savanha Rodriguez <Savanha.Rodriguez@swdh.id.gov> Cc: Jeff Buckingham < Jeff.Buckingham@swdh.id.gov>

Subject: 17995 Lewis Ln, Caldwell ID 83607 McIntyre Farms

Savanha,

Does McIntyre Farms, located at 17995 Lewis Ln, Caldwell ID 83607 need a food permit? Canyon County called me and stated they are running a county store at this address. Anthony, please review the SSD permit you issue on this location in 2022 to make sure it is up to code. Canyon County told me you met with Brent Orton on this project in 2024 and you did not have any issues. Please review and clarity what you approved during your pre development meeting?

Thank you Mitch



Mitch Kiester, MPH,CPM,REHS/RS | Program Manager o 208.455.5321 | c 208.580.3953 | f 208.454.7722 mitch.kiester@swdh.id.gov | SWDH.org 13307 Miami Ln., Caldwell, ID 83607







🤨 🧰 Healthier Together

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EXHIBIT E

Public Comments Received by: June 27, 2025

Hearing Examiner

Case# CU2024-0010

Hearing date: July 7, 2025

Growing Together LLC 301 Warehouse St. Caldwell, ID 83605 April 21, 2025

Canyon County Planning and Zoning Commission 111 N. 11th Ave., Suite 310 Caldwell, ID 83605

Subject: Letter of Support for McIntyre Conditional Use Permit Application

Dear Planning and Zoning Commission Members,

We are writing to express our full support for the McIntyre family's Conditional Use Permit (CUP) to operate their agricultural store and to host special events related to agritourism aligns with Canyon County's zoning ordinances and the 2030 Comprehensive Plan objectives.

McIntyre Farms has long served as a steward of the land and a positive presence in the community. This proposal represents a low-impact, high-value opportunity to diversify their operations while providing local residents with access to fresh products and educational events rooted in Canyon County's agricultural heritage.

Zoning Ordinance Compliance:

The subject property is zoned AG (Agricultural), and both agricultural retail and event center uses are permitted conditionally under this designation. The application preserves the primary agricultural function of the land while introducing value-added services that support the local food economy. The proposed use will not create a substantial increase in traffic or noise, and the applicant has committed to minimizing impacts on surrounding agricultural operations.

Alignment with Comprehensive Plan:

The Canyon County Comprehensive Plan 2030 emphasizes the importance of protecting and enhancing agriculture as the foundation of the county's lifestyle, economy, community character, and heritage. The plan encourages the development of agritourism uses, recognizing their role in supporting the agricultural economy and providing educational opportunities to the public. Specifically, the plan suggests updating zoning ordinances to clarify the different agritourism uses allowed, their scale, and development standards. The McIntyres' operations exemplify these goals by offering locally sourced products and educational farm-to-fork events that foster community engagement and agricultural awareness.

This project supports several core goals outlined in Canyon County's Comprehensive Plan, including:

- Goal 2.1: Preserve and promote the agricultural character and economy of the county;
- Goal 4.2: Support land use decisions that enable small-scale, locally owned businesses;
- Goal 6.4: Encourage agritourism and direct-to-consumer opportunities that connect residents to the land and local producers.

Conclusion

Given the McIntyre family's adherence to zoning regulations and their alignment with the comprehensive plan's vision for agritourism, we strongly support their CUP application. Their efforts not only preserve the agricultural heritage of Canyon County but also contribute positively to the local economy and community education.

We respectfully urge the Planning and Zoning Commission to approve the McIntyre family's Conditional Use Permit application and support the ongoing vitality of agriculture in our region. Thank you for your time and consideration.

Sincerely,
Surger Circhel

George Crookham

President, Growing Together LLC

Growing Together (GT) LLC

Mission Statement: To improve citizens' knowledge of local land use planning and to support good economic land use decisions.

cc. Growing Together Advisory Board

The material was received I was able to get the pictures in the case file but not the video, if you can put that on a drive that would be great. Is this public comment in support? I did receive the letter of support from Growing Together and added that to the case file.

Exhibit E2

Please reach out and let me know if you have questions,



Arbay Mberwa

Associate Planner

Canyon County Development Services Department

111 N. 11th Ave., #310, Caldwell, ID 83605

Direct Line: 208-455-6039

Email: Arbay.Mberwa@canyoncounty.id.gov

Website: www.canyoncounty.id.gov

Public office hours:

Monday, Tuesday, Thursday and Friday

8am – 5pm

Wednesday: 1pm – 5pm

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

From: Connie Lou Aebischer <connielou@tvpidaho.com>

Sent: Wednesday, May 14, 2025 4:19 PM

To: Arbay Mberwa < Arbay. Mberwa@canyoncounty.id.gov>

Subject: [External] Drone footage / photos for McIntyre File CU2024-0010

Please let me know if you need me to put them on a thumb drive and submit them at the counter.

DJI 20250401103722 0001 D.MP4

DJI_20250401104149_0008_D.JPG

DJI 20250401104146 0007 D.JPG

DJI 20250401104143 0006 D.JPG

DJI 20250401104138 0005 D.JPG

DJI 20250401104123 0004 D.JPG

Connie Lou

Connie Lou Aebischer Independent Consultant for Treasure Valley Planning, LLC

Treasure Valley

Victory in life isn't about personal success; it is about helping others who have a need that you can fill. ~Ellen Cole Landreth











A video was submitted along with this public comment and couldn't be included in the staff report. Please see Canyon County website to view the video.





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

Exhibit E3

Petition in Support For Special Events Venue at McIntyre Farms 17995 Lewis Lane Caldwell, Idaho, 83607 (208) 573-7030

McIntyre Farms is in the process of applying for a Conditional Use Permit to Canyon County Development Services for a Special Events Venue at their farm. McIntyre Farms would like to be able to hold special events, farm to fork dinners, and resale other products in their Farm Store.

Petition supporting authorizing McIntyre Farms to be approved for a conditional use permit for Special Events Venue.

We the undersigned support the application for a Conditional Use Permit granting McIntyre Farms the opportunity to use their farm as a Special Events Venue. Petition supporting authorizing McIntyre Farms to be approved for a conditional use permit for Special Events Venue as required by Canyon County Code 07-10-27.

Name	Address	Phone Number
Mc & Mcs Arthur Die	17765 Lewis Ln.	ID 83607 (208) 989-9547
Mr. & Mrs. Arthur Die Dennis & Botty Flo	nga 9836 Riverside	Phone Number (208) 989-9547 (208) 989-9547 (208) 960-9915
Jake 3 Hugher Coh	isan 17765 Lewis In C	Adwell 50 (200) 760 1713
		100

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