

RESOLUTION NO. 26-150

**A RESOLUTION APPROVING AN ORDER OF INTENT TO REZONE
PARCELS R28146010 and R28146010D FROM “A” (AGRICULTURAL) TO “CR-
R-R” (CONDITIONAL REZONE – RURAL RESIDENTIAL)**

The following Resolution was considered and approved by the Canyon County, Idaho Board of County Commissioners (the “Board”) on the 6th day of August, 2026.

Upon the motion of Commissioner Van Beek and the second by Commissioner Brooks, the Board resolves as follows:

WHEREAS, on February, 13 2025, Cleon Hoagland (the “Applicant”) made application to Canyon County requesting a conditional rezone of Parcels R28146010 and R28146010D, approximately 36.86 acres, from an “A” (Agricultural) Zone to a “CR-R-R” (Conditional Rezone – Rural Residential) zone, which is legally described in the attached EXHIBIT “A”, incorporated by reference herein (hereinafter referred to as “Subject Property”); and

WHEREAS, on January 21, 2026, the Canyon County Board of Commissioners approved a conditional rezone with conditions of the “Subject Property” to a “CR-R-R” Zone, which was done with the Applicant’s approval. The issued Findings of Fact, Conclusion of Law, and Order, signed on March 3, 2026, are attached hereto as EXHIBIT “B”; and

WHEREAS, on March 3, 2026, a development agreement with conditions of approval was completed and signed by the “Applicant” and the Board of County Commissioners per §07-06-07(7) of the Canyon County Zoning Ordinance. The recorded development agreement, #26-027 (Instrument No. 2026-008034), is attached hereto as EXHIBIT “B”; and

WHEREAS, all conditions, stipulations, restrictions, or limitations of the recorded development agreement (EXHIBIT “B”) have been met by the “Applicant” per §07-06-07(7) of the Canyon County Zoning Ordinance. Evidence of condition compliance is attached hereto as EXHIBIT “B”; and

NOW THEREFORE, pursuant to the authority conferred by Canyon County Zoning Ordinance No. 16-007, Chapter 7, Article 6; the Idaho Constitution, Article 17, Section 11; and Idaho Code §67-6511, 67-6511A, 31-714, 31-801, and 31-828; the Board of County Commissioners finds all conditions, stipulations, restrictions, or limitations of the recorded development agreement (EXHIBIT “B”) have been met; and therefore, an ordinance can be signed amending the Official Zoning Maps for the “Subject Property” from an “A” (Agricultural) Zone to a “CR-R-R” (Conditional Rezone – Rural Residential) zone.

IT IS FURTHER ORDERED that this Resolution shall be effective the 6th day of

August, 2026.

X Motion Carried Unanimously
____ Motion Carried/Split Vote Below
____ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 ____ Commissioner Leslie Van Beek	<u>✓</u>	____	____
<u>Not available for signature</u> ____ Commissioner Brad Holton	____	____	____
 ____ Commissioner Zach Brooks	<u>X</u>	____	____

Attest: JESS URRESTI, CLERK

By: 
Deputy

Date: 8/6/2026

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EXHIBIT "A"

LEGAL DESCRIPTION R28146010

This parcel is a portion of the NW ¼ SE ¼ of Section 1, Township 1 South, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southwest corner of the NW ¼ SE ¼, (CS)/16 Corner, Section 1, a found aluminum cap monument;

thence North 00°01'41" East, along the West boundary of the NW ¼ SE ¼, a distance of 62.34 feet to the TRUE POINT OF BEGINNING, a found 5/8 inch diameter rebar;

thence continuing North 00°01'41" East a distance of 289.66 feet to a found 5/8 inch diameter rebar;

thence North 85°47'01" East a distance of 537.11 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 17°12'51" East a distance of 144.99 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 15°38'24" West a distance of 105.60 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 73°02'13" East a distance of 56.99 feet to a found 5/8 inch diameter rebar;

thence North 37°18'00" East a distance of 90.95 feet to a found 5/8 inch diameter rebar;

thence South 49°01'30" East a distance of 395.34 feet to a found 5/8 inch diameter rebar;

thence South 40°39'02" East a distance of 523.82 feet to a point on the East boundary of NW ¼ SE ¼, a found 5/8 inch diameter rebar;

thence South 00°09'36" East along said East boundary a distance of 89.76 feet to the Southeast corner of the NW ¼ SE ¼, a found 5/8 inch diameter rebar;

thence North 88°51'53" West along the South boundary of the NW ¼ SE ¼ a distance of 713.62 feet to a found 5/8 inch diameter rebar;

thence North 5°59'36" West a distance of 68.40 feet to a found 5/8 inch diameter rebar;

thence North 89°24'47" West a distance of 579.24 feet to the TRUE POINT OF BEGINNING, said parcel being 11.934 acres more or less, and being subject to any and all easements and rights of way of record or implied.

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LEGAL DESCRIPTION R28146010D



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

PARCEL B
DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

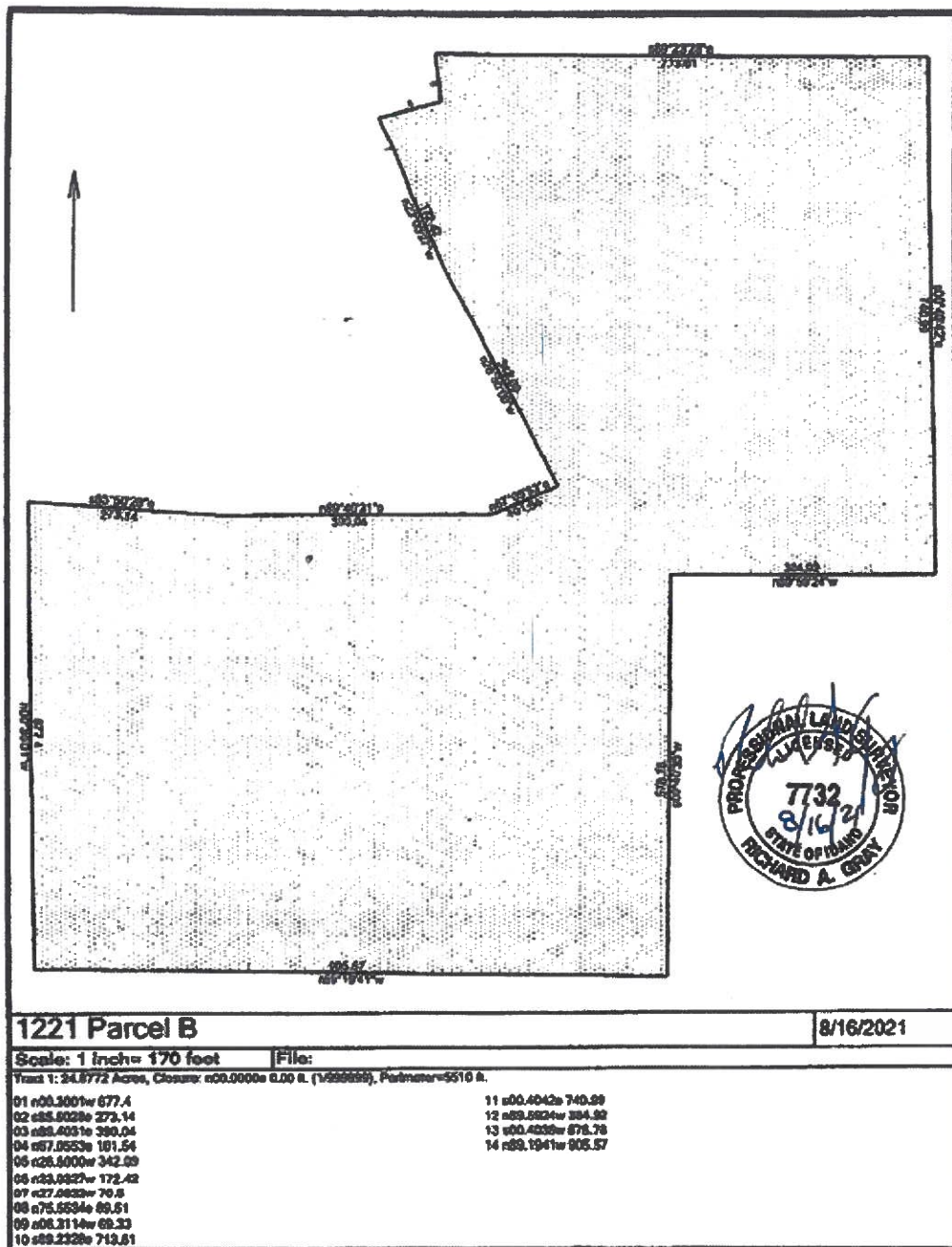
Thence leaving said East line, North 89°59'24" West, 384.92 feet to a found 5/8 inch Iron Pin with Plastic Cap "PLS 4998";

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

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

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

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EXHIBIT "B"
PLANNING DIVISION ADDENDUM
WITH EXHIBITS

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Board of County Commissioners

Canyon County Development Services Department

PLANNING DIVISION ADDENDUM

CASE NUMBER: CR2025-0002

PROPERTY OWNER: Cleon Hoagland

APPLICATION: Conditional Rezone: Order of Intent to Rezone Resolution and Ordinance amending the County Zoning Map

LOCATION: Parcels R28146010 and R281046010D are adjacent to 746 Southside Blvd., Melba, also referenced as a portion of the SE¼ of Section 01, T1S, R2W.

PLANNER: Dan Lister, Principal Planner

BOCC ACTION:

- Sign a Resolution approving the Order of Intent to Rezone finding all development agreement conditions have been adequately met.
- Sign an Ordinance amending the County Zoning Map from "A" to "CR-R-R".

BACKGROUND AND COMPLIANCE:

On January 21, 2026, the Board of County Commissioners (BOCC) heard and approved Case No. CR2025-0002, a conditional rezone of the subject parcels from an "A" zone to a "CR-R-R" zone subject to development agreement conditions. The FCOs and development agreement were signed on March 3, 2026 (**Exhibit A**).

Per Canyon County Code of Ordinances:

- Such restricted land shall be designated by a CR (conditional rezoning) on the official zoning map upon approval of a resolution by the board for an "order of intent to rezone". An "order of intent to rezone" shall be submitted to the board for approval once the specific use has commenced on the property and all required conditions of approval have been met, and any required improvements are in place (CCCO §07-06-07(3)).
- Such conditions, stipulations, restrictions or limitations must be met before the "order of intent to rezone" is issued (CCCO §07-06-07(6)B).

Per the applicant, all conditions have been met, as follows:

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. Compliance with the following, but not limited to, affected agencies shall be met before the commencement of any use:*
 - a. *Boise Project Board of Control (Exhibit 3.G.1 of the staff report)*
 - b. *Nampa Highway District (Exhibit 3.G.4 of the staff report)*
 - c. *Southwest District Health (Exhibit 3.G.2 of the staff report)*

Response: An administrative land division was submitted on March 9, 2026 (AD2026-0040). Boise Project Board of Control, Boise Kuna Irrigation District, Nampa Highway District, Southwest District Health, and Melba Fire District reviewed the request and did not oppose the land division subject to conditions. All conditions will be applied at the time of decision regarding AD2026-0040. **See Exhibit C.**

2. *The subject parcels, R28146010 and R28146010D, shall be subject to the Canyon County Code of Ordinance (CCCO) Chapter 7, Article 18, for an administrative land division limiting one division on*

each parcel (Four parcels total) with a five-acre average minimum lot size. The division is subject to the following restrictions:

- a. Secondary residences per CCCO §07-02-03, 07-10-27, and 07-14-25 are prohibited.
- b. In substantial compliance with the conceptual site plan (**Exhibit 3.A.8 of the staff report**), an irrigation plan must be included with the land division application. The plan must ensure irrigation water is provided to each parcel without impacting existing water users. Establishing irrigation easements and water users' agreements is encouraged.

Response: An administrative land division was submitted on March 9, 2026 (AD2026-0040).

- The Record of Survey demonstrates the subject parcels will be divided to create a total of four parcels with a five-acre average minimum lot size (**Exhibit B.2**).
 - The land division decision will include a condition prohibiting secondary residences to ensure compliance with the development agreement.
 - The applicant provided a letter with an irrigation plan (**Exhibit B.1**), recorded water users' maintenance agreements (**Exhibit B.3**), and approval from the Boise Project Board of Control and Boise Kuna Irrigation District (**Exhibits C.1 & C.2**).
3. The developer shall comply with CCCO §07-06-07 (4): Time Requirements: "All conditional rezones for a land use shall commence within two (2) years of the approval of the board."

Response: The conditions were met before the expiration of the development agreement time requirements. The applicant had until March 3, 2028, to complete all development agreement conditions.

RECOMMENDATION:

DSD finds that the development agreement conditions have been adequately met and that the resolution and ordinance can be signed.

EXHIBITS:

A. CR2025-0002 FCOs and Development Agreement #26-027)

B. AD2026-0040

1. Letter of Intent with Irrigation Plan
2. Record of Survey
3. Water User's Maintenance Agreement

C. Agency Comments

1. Boise Kuna Irrigation District
2. Boise Project Board of Control
3. Nampa Highway District
4. Southwest District Health

~~D. Draft Resolution~~

~~E. Draft Ordinance~~



EXHIBIT A

BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER

In the matter of the application of:
Hoagland – CR2025-0002

The Canyon County Board of County Commissioners
considers the following:

Conditional Rezone of Parcels R28146010 (11.94 acres), R28146010D (24.92 acres), and R28279010 (33.87 acres) from an “A” (Agricultural) zone to an “CR-R-R” (Conditional Rezone - Rural Residential) zone, subject to a development agreement limiting development to an average lot size of five acres.

Location: Parcels R28146010 and R281046010D are adjacent to 746 Southside Blvd., Melba, also referenced as a portion of the SE¼ of Section 01, T1S, R2W. Parcel R28279010 is adjacent to 6627 Butte Road, Melba, also referenced as a portion of the NW¼ of Section 12, T1S, R2W, Canyon County, ID.

Summary of the Record

1. The record is comprised of the following:
 - A. The record includes all testimony, the staff report, exhibits, and documents in Case File CR2025-0002.
 1. All exhibits can be found in the case staff report dated January 21, 2026.
 2. Notice of the public hearing was provided per CCCO §07-05-01. Affected agencies were notified on December 17, 2025. A newspaper notice was published on December 22, 2025. Property owners within 600’ were notified by mail on December 17, 2025. Full political notice was provided on July 14, 2025. The property was posted on December 22, 2025.

Applicable Law

1. The following laws and ordinances apply to this decision: Canyon County Code of Ordinances (CCCO) §01-17 (Land Use/Land Division Hearing Procedures), CCCO §07-05 (Notice, Hearing and Appeal Procedures), CCCO §07-06-01 (Initiation of Proceedings), CCCO §07-06-07 (Conditional Rezones), CCCO §07-10-27 (Land Use Regulations (Matrix)), Idaho Code §67-6511 (Zoning Map Amendments and Procedures), CCCO §09-07-07 (Area of City Impact Agreement), and §67-6519 (Application Granting Process).
 - a. Notice of the public hearing was provided per CCCO §07-05-01 and Idaho Code §67-6509.
 - b. The presiding party may establish conditions, stipulations, restrictions, or limitations which restrict and limit the use of the rezoned property to less than the full use allowed under the requested zone, and which impose specific property improvement and maintenance requirements upon the requested land use. Such conditions, stipulations, restrictions, or limitations may be imposed to promote the public health, safety, and welfare, or to reduce any potential damage, hazard, nuisance, or other detriment to persons or property in the vicinity, to make the land use more compatible with neighboring land uses. *See CCCO §07-06-07(1).*
2. The Board has the authority to exercise powers granted to it by the Idaho Local Land Use and Planning Act (“LLUPA”) and can establish its own ordinances regarding land use. *See I.C. §67-6504, §67-6511.*
3. The Board has the authority to hear this case and make its own independent determination. *See I.C. §67-6519, §67-6504, 67-6509 & 67-6511.*
4. The Board can sustain, modify, or reject the Commission’s recommendations. *See CCCO §07-05-03.*

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5. The burden of persuasion is upon the applicant to prove that all criteria are satisfied. CCCO §07-05-03.
6. Idaho Code §67-6535(2) requires the following: The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a reasoned statement that explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record. The County's hearing procedures, adopted per Idaho Code §67-6534, require that final decisions be in the form of written findings, conclusions, and orders. CCZO 07-05-03(1)(I).

The application, CR2025-0002, was presented at a public hearing before the Canyon County Board of County Commissioners on January 21, 2026. Having considered all the written and documentary evidence, the record, the staff report, oral testimony, and other evidence provided, including the conditions of approval and project plans, the Board of County Commissioners decides as follows:

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

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

Conclusion: The proposed conditional rezone of R28146010 and R28146010D, as conditioned (Attachment A), is generally consistent with the comprehensive plan because it's in the Melba impact area and promotes a rural residential transition between city jurisdiction and agricultural commensurate with the area. However, the rezone of Parcel R28279010 is not consistent with the comprehensive plan because it's located outside of the Melba impact area and is located within the mapped intensive agricultural overlay.

- Findings:**
- (1) The applicant requests a conditional rezone to "CR-R-R" (Conditional Rezone – Rural Residential) with a development agreement that will restrict the land division to a five-acre average minimum lot size in alignment with (1) the AC-5 vision from the Comprehensive Plan, and (2) the definition of rural residential in the 2030 Comprehensive Plan.
 - a. *"The R-R district provides rural transitional areas to create a boundary between agricultural and urban areas. These areas are generally conducive to small-scale farming operations and compatible with non-agricultural uses"* (Page 26 of the Plan).
 - (2) Parcels R28146010 and R28146010D are located approximately 0.33 miles southeast of the City of Melba and are designated as "agriculture" in the 2030 Canyon County Comprehensive Plan (**Exhibit 3.E.2d**). Parcel R28279010 is not within the Melba area of city impact and is located in the mapped intensive agriculture overlay (**Exhibit 3.G.5**).
 - a. Intensive Agricultural Overlay: *"This overlay is applied to protect working lands and operations. These areas may have higher-quality soils, water availability, and relatively flat topography. Uses may include seed production, crops, orchards, vineyards, concentrated animal feeding operations, grazing, and other agriculturally-based uses. This designation aims to protect agriculture operations from incompatible uses and reduce the conflicts concerning noise, dust, smells, and safety"* (Page 28 of the Plan).
 - (3) The Plan further describes applicable districts for the agriculture designation, including Commercial Agriculture (R-R, AC-5, AC-20, and AC-40). The Commercial Agriculture (AC-5) district *"provides a variety of rural and farming lifestyles, including hobby farms, while protecting the commercial agricultural activities in the vicinity"* (Page 26 of the Plan). Appropriate locations for the AC-5 District have not yet been identified, and the associated zone has not been implemented or incorporated into the County Code.
 - (4) Per CCCO §07-06-07(3), a conditional rezone of a parcel does not set a precedent that adjacent property should be rezoned the same. The conditional nature of the rezone, which in this case will restrict the average minimum lot size to no less than 5 acres, allows for some agricultural uses on the property while not impacting agricultural activities in the vicinity.

- (5) The request to conditionally rezone Parcels R28146010 and R28146010D generally complies with the following goals and policies of the 2030 Comprehensive Plan:

Property Rights Goals and Policies

The request was processed per the following laws and ordinances: Canyon County Code of Ordinances (CCCO) §01-17 (Land Use Hearing Procedures), CCCO §07-05 (Notice, Hearing and Appeal Procedures), CCCO §07-06-01 (Initiation of Proceedings), CCCO §07-06-07 (Conditional Rezone), Idaho Code §67-6511 (Zoning Map Amendments and Procedures), and CCCO 09-07-07, Melba Area of City Impact agreement.

- *Goal No. 1: "Protect the integrity of individual property rights while safeguarding public health, safety, and welfare."*
- *Policy No. 1: "No person shall be deprived of private property without due process of law."*

Population Component Policy and Goal

COMPASS forecasts a small residential increase of households in the area of parcels R28164010 and R28164010D due to (Traffic Analysis Zone No. 2906 & 2934). This may be due to the proximity of the properties to the City of Melba (Traffic Analysis Zone No. 2933, **Exhibit 3.E.2I**). The request includes conditions that facilitate development that transitions between urban areas and agricultural land.

- *Goal No. 2: "Promote housing, business, and service types needed to meet the demand of the future and existing population."*

Economic Development Goal

- *Goal No. 5: "Support a diverse economy in Canyon County and recognize that residential, commercial, and industrial uses are necessary components of overall economic stability."*

Land Use Policies and Goals:

The proposed conditional rezone ensures an average minimum lot size of five 5 acres. The applicant has provided a conceptual plan showing a total of eight lots (a 7.362-acre average lot size for Parcels R28146010/010D and a 11.32-acre average lot size on Parcel R28279010, **Exhibit 3.A.6**). The Board of County Commissioners finds that the urban to agricultural transition between the City of Melba and Parcels R28146010 and 28146010D is consistent with the comprehensive plan definition of rural residential subject to a 5 acre average minimum lot size when considering the existing parcel configuration, proximity to the city and limited agricultural uses of the parcels. As conditioned (Attachment A), the limited scale aligns with nearby development occurring in the City of Melba while protecting the rural character of the area, which allows for continued small-scale agricultural uses and agricultural exemption on the property, and balances residential growth with nearby agricultural production. However, the Board finds the proposed rural residential transition does not align with the comprehensive plan when considering Parcel R28279010 due to the parcel being located outside of the Melba area of city impact, located in an intensive agricultural overlay area, and still maintained in production agricultural uses.

- *Policy No. 1.1: "Maintain a balance between residential growth and agriculture that protects the rural character."*
- *Policy No. 1.2: "Planning, zoning, and land-use decisions should balance the community's interests and protect private property rights."*
- *Goal No. 2: "Ensure that growth maintains and enhances the unique character throughout the County."*
- *Goal No. 3: "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."*
- *Policy No. 3.2: "Encourage the development of individual parcels and subdivisions that do not fragment existing land use patterns."*

- *Policy No. 3.3: "Recognize that each land use application is unique and that agricultural and non-agricultural uses may be compatible and co-exist in the same area and in some instances may require conditions of approval to promote compatibility."*
- *Goal No. 7: "Protect rural qualities that make the County distinct and conserve and enhance the elements contributing to the good quality of life."*
- *Policy No. 7.1: "Plan land uses that are compatible with the surrounding community."*

Housing Goals

- *Goal 1: "Encourage opportunities for a diversity of housing choices in the County."*
- *Goal 2: "Maintain the rural character of Canyon County while providing sufficient housing without fragmenting agricultural and natural resources."*

(6) See analysis in the following criteria sections 2 - 8 for supporting evidence.

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

Conclusion: In consideration of the surrounding land uses, the proposed conditional zone to "CR-R-R" is not more appropriate than the current zoning designation "A" (Agricultural) regarding Parcel R28279010. However, limiting the request to Parcels R28146010 and 28146010D is as appropriate as the "A" Zone, subject to conditions (Attachment A).

- Findings:**
- (1) The subject parcels are zoned "A" (Agricultural). According to Canyon County Code of Ordinances (CCCO) §07-10-25 (1), the purposes of the existing "A" zoning district are to:
 - Promote the public health, safety, and welfare of the people of the County by encouraging the protection of viable farmland and farming operations.*
 - Limit urban density development to Areas of City Impact in accordance with the comprehensive plan.*
 - Protect fish, wildlife, and recreation resources, consistent with purposes of the "Local Land Use Planning Act", Idaho Code title 67, chapter 65.*
 - Protect agricultural land uses, rangeland uses, and wildlife management areas from unreasonable adverse impacts from development; and*
 - Provide for the development of schools, churches, and other public and quasi-public uses consistent with the comprehensive plan.*

The property and surrounding area consist of class 3 & 4 soils – moderately suited soils and considered farmland of statewide importance or prime farmland (**Exhibit 3.E.2h**). The property is currently irrigated and produces crops and contains livestock (**Exhibits 3.F & 3.E.2a**). Canyon Soils Conservation District recommends denial (**Exhibit 3.G.3**). The applicant provided information and testimony demonstrating agricultural production on the parcels are difficult due to lot configuration, lava rock and irrigation issues and finds division will create starter farms/hobbies farms easier to maintain in agricultural while providing rural residential needs (**Exhibits 3.A, 3.B, 3.C & 5**).

The surrounding area contains agricultural zoning and uses. Aerial and site visit photos show that the area consists of large agricultural property and appears to be in irrigated row crop that receives an agricultural tax exemption (**Exhibits 3.E.1, 3.E.2a & 3.F**).

- (2) The applicant has provided a conceptual plan showing a total of eight lots (a 7.362-acre average lot size for Parcels R28146010/010D and a 11.32-acre average lot size on Parcel R28279010 (**Exhibit 3.A.6**). The applicant provided information and testimony demonstrating agricultural production on the parcels are difficult (**Exhibits 3.A, 3.B, 3.C & 5**). The applicant finds the request to match the intent of the AC-5 designation in the 2030 Comprehensive Plan and appropriate for the area, subject to conditions.

- (3) Letters of opposition received are concerned about the number of dwellings per acre that the request allows, without connection to existing city services. The opposition states that the area is prime farmland and is concerned that the request is out of character and may impact existing agricultural operations (**Exhibit 3.H & 4**). On
- (4) However, a comment letter from the City of Melba finds that the proposed lot sizes are appreciated by Melba residents, as the sizes allow agriculture to be maintained. The proximity to Melba promotes a natural extension of the community (**Exhibit 3.G.5**). The Melba Fire District letter also supports the proposed transitional growth near the city (**Exhibit 3.B.2**). See letters of support from neighbors in **Exhibit 3.H and 4**.
 - a. The definition of rural residential in the 2030 Comprehensive Plan states, “The R-R district provides rural transitional areas to create a boundary between agricultural and urban areas. These areas are generally conducive to small-scale farming operations and compatible with non-agricultural uses” (Page 26 of the Plan).
 - b. “The purpose of the R-R (Rural Residential) Zone is to encourage and guide growth in areas where a rural lifestyle may be determined to be suitable” (CCCO Section 07-10-25(2)).
- (5) After reviewing the staff report and hearing all testimony, the Board of County Commissioners finds that the rezone of Parcel R28146010 and R28146010D, as conditioned (Attachment A), is as appropriate as the “A” Zone. Conditions include lot size and division limitations that are commensurate with the area. Conditions include an irrigation plan to ensure the new parcels have irrigation to continue agricultural uses while not impacting existing water users’ ability to irrigate their properties. The Board of County Commissioners cannot make the findings to support the rezone of Parcel R28279010. The Board finds that rezoning Parcel R28279010 is not more appropriate than the “A” zone since the property is located outside of the Melba impact area, consists of a large productive agricultural parcel near other large agricultural parcels, and is located in a mapped area for intensive agricultural uses where residential development may create a conflict.
- (6) See further analysis located in sections A1, A3 & A4 for additional evidence.

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

Conclusion: The proposed conditional rezone to “CR-R-R” for Parcel R28279010 is not compatible with surrounding land uses. However, the rezone of Parcels R28146010 and 28146010D is compatible, subject to conditions (Attachment A).

Findings: (1) The surrounding area contains agricultural zoning and uses. Aerial and site visit photos show that the area consists of large agricultural property and appears to be in irrigated row crop that receives an agricultural tax exemption (**Exhibits E.1, E.2a & F**).

Adjacent Existing Conditions: 21.71-acre average lot size (**Exhibit E.2e**).

Direction	Existing Use	Primary Zone	Another Zone
N	Agricultural with dwellings; City of Melba jurisdiction	A	-
S	Agricultural with dwellings	A	-
E	Agricultural with dwellings	A	-
W	Agricultural with dwellings	A	-

“A” (Agricultural), “R-R” (Rural Residential), “R-1” (Single-Family Residential), “C-1” (Neighborhood Commercial), “C-2” (Service Commercial), “M-1” (Light Industrial), “CR” (Conditional Rezone)

- (2) The property and surrounding area consist of class 3 & 4 soils – moderately suited soils and considered farmland of statewide importance or prime farmland (**Exhibit 3.E.2h**). The property is currently irrigated and produces crops and contains livestock (**Exhibits 3.F & 3.E.2a**).

Canyon Soils Conservation District recommends denial (**Exhibit 3.G.3**). Letters of opposition find the request threatens to impact existing agricultural uses and properties (**Exhibits 3.H & 4**).

- (3) There are no similar zones in the area except the Melba city jurisdiction (**Exhibit 3.E.2c**).
- (4) Within a one-mile radius, there are 10 plats consisting of 261 lots (0.88-acre lot size). Seven of the subdivisions are located within the City of Melba (**Exhibit 3.E.2e**). The three subdivisions located in the county's jurisdiction were completed between 2003 and 2009, creating 9 lots (12.21-acre average lot size). If approved, the division can be completed through an administrative land division and would not require subdivision platting. The proposed lot sizes are commensurate with previous land divisions in proximity to the subject parcels:
 - R28146 – LS2006-89/AD2021-0016: 8.03 acres
 - R28146013 – LS2006-89: 5.223 acres
 - R28146011 – Original: 1.966 acres
 - R28149010A/A1 – LS2002-57/AD2016-28: 3.66 acres and 9.08 acres
 - R28280 – Original: 0.65 acres
 - R28279 – PI2021-0220: 5.04 acres
 - R28150 – LS2002-79: 3.01 acres
 - Average lot size: 4.58 acres (**Exhibit 3.E.2k**)
- (5) After reviewing the staff report and hearing all testimony, the Board of County Commissioners finds that the rezone of Parcel R28146010 and R28146010D, as conditioned (Attachment A), is compatible with the surrounding uses. Conditions include lot size and division limitations that are commensurate with the lot sizes existing in the area (**Exhibit 3.E.2k**). Conditions include an irrigation plan to ensure the new parcels have irrigation to continue agricultural uses while not impacting existing water users' ability to irrigate their properties. The Board of County Commissioners cannot make the findings to support the rezone of Parcel R28279010. The Board finds that rezoning Parcel R28279010 is not compatible with the surrounding uses.
- (6) *See further analysis located in sections A1, A3 & A4 for additional evidence.*

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

Conclusion: The proposed conditional rezone of Parcel R28279010 will negatively affect the character of the area. However, the rezone of Parcels R28146010 and 28146010D will not negatively impact the character subject to conditions (Attachment A).

- Findings:**
- (1) The surrounding area contains agricultural zoning and uses. Aerial and site visit photos show that the area consists of large agricultural property and appears to be in irrigated row crop that receives an agricultural tax exemption (**Exhibits 3.E.1, 3.E.2a & 3.F**). However, Parcels R28146010 and R28146010D are located adjacent to other smaller parcels, which are located approximately 0.33 miles from Cit of Melba jurisdiction. The parcels consist of unusual lot configurations, some slopes, and agricultural production issues (**Exhibits 3.B2 & 3.F**). Parcel R28279010 is a large, productive agricultural parcel adjacent to other large, productive parcels (**Exhibit 3.E.2b**) and located outside of the Melba impact area.
 - (2) Letters of opposition received are concerned about the number of dwellings per acre that the request allows, without connection to existing city services. The opposition states that the area is prime farmland and is concerned that the request is out of character and may impact existing agricultural operations. Letters of support find the proposed lot sizes to be commensurate with the area and believe the development will benefit the area and the City of Melba (**Exhibit 3. H and 4**).
 - (3) After reviewing the staff report and hearing all testimony, the Board of County Commissioners finds that the rezone of Parcel R28146010 and R28146010D, as conditioned (Attachment A), will not negatively impact the character of the area. Conditions include lot size and division limitations that are commensurate with the area. Conditions include an irrigation plan to ensure

the new parcels have irrigation to continue agricultural uses while not impacting existing water users' ability to irrigate their properties. The Board of County Commissioners cannot make the findings to support the rezone of Parcel R28279010. The Board finds that rezoning Parcel R28279010 will impact the character south of Butte Road, which consists of large, productive agricultural parcels.

(4) *See further analysis located in sections A2 & A3 for additional evidence*

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

Conclusion: The project will have adequate sewer, water, drainage, irrigation, and utilities to accommodate the proposed conditional rezone based on the analysis contained herein.

- Findings:**
- (1) Per the applicant's letter of intent and land use worksheet, sewer would be provided with individual septic systems (**Exhibits 3.A.2, A.3 & A.5**). Southwest District Health does not have concerns regarding the rezoning (**Exhibit 3.G.2**). The parcels are located in a nitrate priority area, but don't need a study unless divided into five or more lots where the minimum buildable lot size is less than five acres. A site evaluation will be required at the time of the building permit.
 - (2) Per the applicant's letter of intent and land use worksheet, domestic water would be provided with individual wells (**Exhibits 3.A.3 & 3.A.8**). Notice was given to the Idaho Department of Water Resources, but no comments were received. Future development shall comply with IDWR standards at the time of subdivision/building permit, etc. Per the Nitrate Priority Well Map, there are no wells within the area with nitrate levels elevated to the water standard of 10 milligrams per liter (**Exhibit 3.E.2i**).
 - (3) Per the land use worksheet, stormwater is proposed to be retained on-site. (**Exhibit 3.A.3**).
 - (4) Per the land use worksheet, irrigation plan, and letter of intent, irrigation will be provided to each parcel from existing irrigation wells and surface water rights (**Exhibits 3.A.8**). The Boise Project Board of Control does not oppose the request, subject to the protection of the Midway, Lyons, and Sanford laterals (**Exhibit 3.G.1**). As a condition, an irrigation plan must be included with the land division application. The plan must ensure irrigation water is provided to each parcel without impacting existing water users. Establishing irrigation easements and water users' agreements to ensure the success of the plan is encouraged (Condition No. 2.b, Attachment A).
 - (5) Utility agencies, including Idaho Power, Intermountain Gas, CenturyLink, and Ziply, were notified of the application on April 25, 2025, and July 14, 2025. No agency comments were provided by those services at the time the staff report was written. Utility poles exist along the frontage of the parcels (**Exhibit 3.F**). There are also residences in the general vicinity that are indicative of utility services being available. It is anticipated that the applicant will be able to work with utility providers to gain any needed utilities.

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

Conclusion: The request is not anticipated to impact Southside Boulevard or Butte Road. Access and approach requirements will be met at the time of divisions and building permits.

- Findings:**
- (1) The rezone, as conditioned by the Board of County Commissioners on January 21, 2026, which does not include Parcel R28279010, will create a total of four parcels on parcels R28146010 and R28146010D. The parcels will have shared access via a private road, Little Bit Lane (**Exhibit 3.A.8**). Secondary residences per CCCO §07-10-27 are prohibited (Attachment A). The request is anticipated to create 38.08 average daily trips. Idaho Transportation Department and Nampa Highway District comments do not indicate the request would require a traffic impact study (**Exhibits 3.G.4 & 3.G.7**). Nampa Highway District #1 will require shared access as part of the

subsequent land division process (**Exhibit 3.G.4**). Also, an access/approach permit will be required at the time of building permits.

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

Conclusion: The subject property does have legal access for the conditional rezone, and access will exist at the time of the development. See the review and analysis detailed below.

Findings: (1) As conditioned by the Board of County Commissioners on January 21, 2026, which does not include Parcel R28279010, the result of the rezone creates a total of four parcels on parcels R28146010 and R28146010D. The parcels will have shared access via a private road, Little Bit Lane (**Exhibit 3.A.8**).

(2) Nampa Highway District #1 will require shared access as part of the subsequent land division process (**Exhibit 3.G.4**). Also, an access/approach permit will be required at the time of building permits.

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

Conclusion: The proposed use is not anticipated to impact essential public services and facilities, including, but not limited to, schools, police, fire, and emergency medical services. No issues were identified to mitigate.

Findings: (1) Schools: The subject property is within the Melba Joint School District #136. The school district commented that there is adequate capacity within the school district to accommodate the requested residences (**Exhibit 3.B.2**).

(2) Police: The subject parcels are under the jurisdiction of the Canyon County Sheriff's Office. The Canyon County Sheriff's Office is required to provide services to the parcel. Overall, the use is not anticipated to be significant enough to cause a negative impact or require additional public funding. Agency comments were sent out on April 25, 2025, and July 14, 2025, and no comments were received by the Sheriff's Office.

(3) Fire protection: The Melba Fire Department does not oppose the request (**Exhibit 3.B.2**). The letter states Melba Fire has no issue with the request as it will not affect the department. The letter supports the growth in the area and the potential benefits to the department.

(4) Emergency Medical Services: Canyon County Paramedics, Melba Quick Response, and Canyon County's Emergency Management Coordinator were notified of the request and did not provide comment.

(5) Irrigation District: The Boise Project Board of Control finds Midway, Lyons, and Sanford laterals within the boundaries of the parcel. The laterals have a federal easement of 25 feet from the centerline. Any encroachment/crossing is prohibited unless approved by the Bureau of Reclamation. The subsequent land division must show the lateral easement on the record of survey (**Exhibit 3.G.1**). The applicant will be required to submit an irrigation plan during the land division process and is encouraged to work with the local irrigation district (Condition No. 1.a and 2.b, Attachment A).

Canyon County Code §09-07-07 – MELBA AREA OF CITY IMPACT AGREEMENT ORDINANCE

Conclusion: The property is located within the Melba Area of City Impact. A notice was sent to the City of Melba per Canyon County Code Section 09-09-07. The City of Melba supports the request.

Findings: (1) Parcels R28146010 and R28146010D are located in the Melba Area of the City Impact Area. A notice was sent to the City of Melba on April 25, 2025, and July 14, 2025, regarding the

conditional rezone request to gain input on the application from the city and give such input due consideration.

- (2) On June 7, 2025, the City of Melba submitted comments supporting the request (**Exhibit 3.G.5**). The city finds that the proposed lot sizes are appreciated by Melba residents, as the sizes allow agriculture to be maintained. The proximity to Melba promotes a natural extension of the community.
- a. The city also identified that the subject parcel will not be located in the city's impact area once the new boundaries are adopted. Due to topography and lava rock issues, it is unlikely the city will extend service to the proposed area. As of December 31, 2025, the subject parcels are located outside of the Melba Area of City Impact. However, Parcels R28146010 and R28146010D were located within the impact area at the time of application.

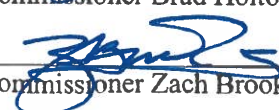
Order

Based upon the Findings of Fact, Conclusions of Law, and Order contained herein regarding Case #CR2025-0002, the Board of County Commissioners **approves** a conditional rezone regarding parcels R28146010 and R28146010D, approximately 36.86 acres, from an "A" zone to a "CR-R-R" zone subject to development agreement conditions (See Attachment A). The approval does not include parcel R28279010.

DATED this 3rd day of March, 2026.

CANYON COUNTY BOARD OF COMMISSIONERS

☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 Commissioner Leslie Van Beek	☒	☐	☐
<u>unavailable for signature</u> Commissioner Brad Holton	☐	☐	☐
 Commissioner Zach Brooks	☒	☐	☐

Attest: Jess Urresti, Clerk

By: J Ross
Deputy

Date: 03.03.26

ATTACHMENT A

DEVELOPMENT AGREEMENT CONDITIONS

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. Compliance with the following, but not limited to, affected agencies shall be met before the commencement of any use:
 - a. Boise Project Board of Control (**Exhibit 3.G.1 of the staff report**)
 - b. Nampa Fire Highway District (**Exhibit 3.G.4 of the staff report**)
 - c. Southwest District Health (**Exhibit 3.G.2 of the staff report**)
2. The subject parcels, R28146010 and R28146010D, shall be subject to the Canyon County Code of Ordinance (CCCO) Chapter 7, Article 18, for an administrative land division limiting one division on each parcel (Four parcels total) with a five-acre average minimum lot size. The division is subject to the following restrictions:
 - a. Secondary residences per CCCO §07-02-03, 07-10-27, and 07-14-25 are prohibited.
 - b. In substantial compliance with the conceptual site plan (**Exhibit 3.A.8 of the staff report**), an irrigation plan must be included with the land division application. The plan must ensure irrigation water is provided to each parcel without impacting existing water users. Establishing irrigation easements and water users' agreements is encouraged.
3. The developer shall comply with CCCO §07-06-07 (4): Time Requirements: "All conditional rezones for a land use shall commence within two (2) years of the approval of the board."



2026-008034

RECORDED

03/05/2026 11:50 AM



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JESS URRESTI

CANYON COUNTY RECORDER

Pgs=10 CWALDEN

NO FEE

AGR

CANYON COUNTY

**Canyon County
Recorder's Office
Document
Cover Sheet**





CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 N. 11th Avenue #310 • Caldwell, Idaho • 83605 • Phone (208) 454-7458

DEVELOPMENT AGREEMENT BETWEEN CANYON COUNTY AND APPLICANT

Agreement number: 26-027

THIS AGREEMENT, made and entered into this 3rd day of March, 2026, by and between Canyon County, Idaho, a political subdivision of the state of Idaho, hereinafter referred to as "COUNTY," and Cleon Hoagland hereinafter referred to as "Applicant."

RECITALS

WHEREAS, The Applicant has applied to the County for a conditional rezone from an "A" (Agricultural) Zone to "CR-R-R" (Conditional Rezone – Rural Residential) Zone, which is legally described in the attached EXHIBIT "A", incorporated by reference herein (hereinafter referred to as "Subject Property"); and

WHEREAS, Parcels R28146010 and R28146010D, approximately 36.86 acres, are owned by the Applicant; and

WHEREAS, on the 21st day of January, 2026, the Canyon County Board of Commissioners approved a conditional rezone with conditions of the Subject Property to a "CR-R-R" Zone, which was done with the Applicant's approval. The conditions of the approval for the conditional rezone are attached hereto as EXHIBIT "B"; and

WHEREAS, the parties desire to enter into an agreement to comply with Canyon County Code of Ordinances §07-06-07(2) & 07-06-07(7), Canyon County Zoning Ordinance, or as amended, and to ensure the Applicants will implement and be bound by the conditions of the rezone order issued by the Canyon County Board of Commissioners; and

NOW THEREFORE, the parties hereto do hereby agree to the following terms:

SECTION 1. AUTHORIZATION.

This Agreement is authorized and required by Idaho Code §67-6511A; Canyon County Code of Ordinances 07-06-07 (Conditional Rezone).

SECTION 2. PROPERTY OWNER.

Applicants are the owner(s) of Subject Properties which are located in the unincorporated area of Canyon County, Idaho, more particularly described in EXHIBIT "A", attached hereto and incorporated herein, which real property is the subject matter of this Agreement. Applicants represent that they currently hold 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 3. RECORDATION.

Pursuant to Idaho Code §67-6511A and Canyon County Code of Ordinances, this Agreement shall be recorded by the Clerk in the Canyon County Recorder's Office and will take effect upon the adoption, by the Board of County Commissioners, of the amendment to the zoning ordinance as set forth herein.

SECTION 4. TERM.

The parties agree that this Agreement shall run with the land and bind the Subject Property in perpetuity and shall inure to the benefit of and be enforceable by the parties and any of their respective legal representatives, heirs, successors, and assignees. Provided, however, this Agreement shall terminate if the Board of County Commissioners subsequently rezones the property to allow for a higher density use or if annexation of the Subject Property by a city occurs. In this event, however, the Agreement shall only terminate with regard to the portion of the Property that is actually rezoned or annexed, while the remainder of the Property 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 Herbert Walker Bush, former 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, or their successors in interest, after complying with the notice and hearing procedures of Idaho Code §67-6509 and the requirements of the Canyon County Code of Ordinances. 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. APPLICATION OF OTHER LAWS TO THE SUBJECT PROPERTIES.

This Agreement shall not prevent the County, in subsequent actions applicable to the Subject Properties, from applying new rules, regulations, or policies that do not conflict with this Agreement.

SECTION 7. COMMITMENTS.

Applicants will fully and completely comply with the conditions of the approved conditional rezone of the Subject Properties from "A" (Agricultural) Zone to "CR-R-R" (Rural Residential) Zone, which conditions are attached hereto as EXHIBIT "B".

SECTION 8. 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 unless conditioned otherwise (see Exhibit "B"). 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 a "CR-R-R" (Conditional Rezone – Rural Residential) Zone and those provisions of law that are otherwise applicable to the Subject Property.

SECTION 9. LIABILITY AND INDEMNITY OF COUNTY.

A. COUNTY REVIEW.

Applicants acknowledge and agree that the County is not and shall not be, in any way, liable for any damages or injuries that may be sustained 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, relating to the use and development of the property described in EXHIBIT "A" and that the County's review and approval of any such plans and the improvements or the issuance of any such approvals, permits, certificates, or acceptances do not, and shall not, in any way, be deemed to insure or ensure Applicants or any of Applicants' heirs, successors, assigns, tenants, and licensees, against damage or injury of any kind and/or at any time.

B. COUNTY PROCEDURES.

Applicants acknowledge that notices, meetings, and hearings have been lawfully and properly given and held by the County with respect to Applicant's conditional rezone application in Development Services Department Case Number CR2025-0002 and any related or resulting development agreements, ordinances, rules and regulations, resolutions, or orders of the Board of County Commissioners. Applicants agree not to challenge the lawfulness, procedures, proceedings, correctness, or validity of any such notices, meetings, hearings, development agreements, ordinances, rules, regulations, resolutions, or orders.

C. INDEMNITY.

Applicants 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 against any such parties in connection 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; (iii) the development, construction, and maintenance of the property; and (iv) the performance by County of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

D. DEFENSE EXPENSES.

Applicants shall and do hereby agree to pay, without protest, all expenses incurred by the County in defending itself with regard to any and all of the claims identified in Subsection 9 of this Agreement. These expenses shall include all out-of-pocket expenses, including, but not limited to, attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the County.

SECTION 10. PERIODIC REVIEW.

The County's 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 Property is platted. Applicants shall have the duty to demonstrate compliance with the terms of this Agreement during such review.

SECTION 11. REQUIRED PERFORMANCE.

Applicants shall timely carry out all steps required to be performed and maintain all commitments set forth in this Agreement and as set forth in County laws, ordinances, rules, and regulations as they pertain to the Subject Property including, but not limited to, those concerning the commencement of development, completion of development, preliminary platting and final platting.

SECTION 12. 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 a reasonable time and manner in light of the circumstances of the breach. The time of the giving 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 during which 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, then no default shall exist, and the charging party shall take no further action.

SECTION 13. ZONING REVERSION CONSENT.

The execution of this Agreement shall be deemed written consent by the Applicant to change the zoning of the Subject Properties to its prior designation upon failure to comply with the terms and conditions imposed by the approved conditional rezone and 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 Idaho Code §67-6509, if the properties described in attached EXHIBIT "A" are not used as approved, or if the approved use ends or is abandoned, the Board of County Commissioners may order that the property will revert to the zoning designation (and land uses allowed by that zoning designation) existing immediately prior to the rezone action, i.e., the Subject Properties conditionally rezoned from "A" (Agricultural) Zone designation to "CR-R-R" (Rural Residential) Zone designation shall revert to the "A" (Agricultural) Zone designation.

SECTION 14. COMPLIANCE WITH LAWS.

Applicants agree that they will comply with all federal, state, county, and local laws, rules, and regulations that appertain to the Subject Property.

SECTION 15. RELATIONSHIP OF PARTIES.

It is understood that this Agreement between Applicants and the County is such that Applicants are an independent party and are not an agent of the County.

SECTION 16. 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.

SECTION 17. NOTICES.

Except as otherwise provided in this Agreement and/or by law, 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) in the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage paid, certified or registered mail, return receipt requested, at the addresses set forth below.

Notices and communications required to be given to the County shall be addressed to, and delivered at, the following address:

Director
Development Services Department
Canyon County Administration
111 North 11th Avenue, #140
Caldwell, Idaho 83605

Notices and communications required to be given to the Applicant shall be addressed to, and delivered at, the following addresses:

Name: Cleon Hoagland
Street Address: P.O. Box 166
City, State, Zip: Melba, ID 83641

A party may change its address by giving notice, in writing, to the other party in the manner provided for in this section. Thereafter, notices, demands, and other pertinent correspondence shall be addressed and transmitted to the new address.

SECTION 18. TERMINATION.

This Agreement may be terminated in accordance with the notice and hearing procedures of Idaho Code §67-6509, and the zoning designation upon which the use is based reversed, upon failure of Applicant(s), a subsequent owner, or other person acquiring an interest in the property described in attached EXHIBIT "A" to comply with the terms of this Agreement. Applicants shall comply with all commitments in this Agreement prior to establishing the approved land use.

SECTION 19.

EFFECTIVE DATE.

The commitments contained in this Agreement shall take effect in the manner described in this Agreement upon the County's adoption of the amendment to the zoning ordinance as set forth herein.

SECTION 20.

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 and seals the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO**

APPLICANT



Commissioner, Leslie Van Beek



Cleon Hoagland, Property Owner



Unavailable for signature
Commissioner, Brad Holton



Commissioner, Zach Brooks

ATTEST: , Clerk

BY: 

Deputy

DATE: 

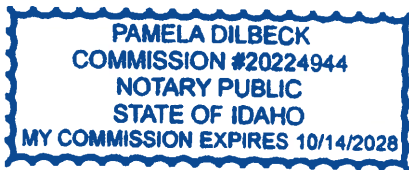
03.03.20



(All Applicants must sign, and their signatures must be notarized)

STATE OF IDAHO)
) ss.
County of Canyon)

On this 11th day of February, 2026, before me, a notary public, personally appeared
Cleon Hoagland, known to me to be the person whose name is subscribed to
the within and foregoing instrument and acknowledged to me that he/she executed the same on behalf of
the Applicant.



Pamela Dilbeck

Notary Public for Idaho

Residing at: Canyon County Idaho

My Commission Expires: 10/14/2028

EXHIBIT "A"

LEGAL DESCRIPTION R28146010

This parcel is a portion of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1, Township 1 South, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, (CS1/16 Corner, Section 1), a found aluminum cap monument;

thence North $00^{\circ}01'41''$ East, along the West boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 62.34 feet to the TRUE POINT OF BEGINNING, a found $\frac{5}{8}$ inch diameter rebar;

thence continuing North $00^{\circ}01'41''$ East a distance of 289.66 feet to a found $\frac{5}{8}$ inch diameter rebar;

thence North $85^{\circ}47'01''$ East a distance of 537.11 feet to a $\frac{5}{8}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North $17^{\circ}12'51''$ East a distance of 144.99 feet to a $\frac{5}{8}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North $15^{\circ}38'24''$ West a distance of 105.60 feet to a $\frac{5}{8}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North $73^{\circ}02'13''$ East a distance of 56.99 feet to a found $\frac{5}{8}$ inch diameter rebar;

thence North $37^{\circ}18'00''$ East a distance of 90.95 feet to a found $\frac{5}{8}$ inch diameter rebar;

thence South $49^{\circ}01'30''$ East a distance of 395.34 feet to a found $\frac{5}{8}$ inch diameter rebar;

thence South $40^{\circ}39'02''$ East a distance of 523.82 feet to a point on the East boundary of NW $\frac{1}{4}$ SE $\frac{1}{4}$, a found $\frac{5}{8}$ inch diameter rebar;

thence South $00^{\circ}09'36''$ East along said East boundary a distance of 89.76 feet to the Southeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, a found $\frac{5}{8}$ inch diameter rebar;

thence North $88^{\circ}51'53''$ West along the South boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 713.62 feet to a found $\frac{5}{8}$ inch diameter rebar;

thence North $5^{\circ}59'36''$ West a distance of 68.40 feet to a found $\frac{5}{8}$ inch diameter rebar;

thence North $89^{\circ}24'47''$ West a distance of 579.24 feet to the TRUE POINT OF BEGINNING, said parcel being 11.934 acres more or less, and being subject to any and all easements and rights of way of record or implied

LEGAL DESCRIPTION R28146010D



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

PARCEL B DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

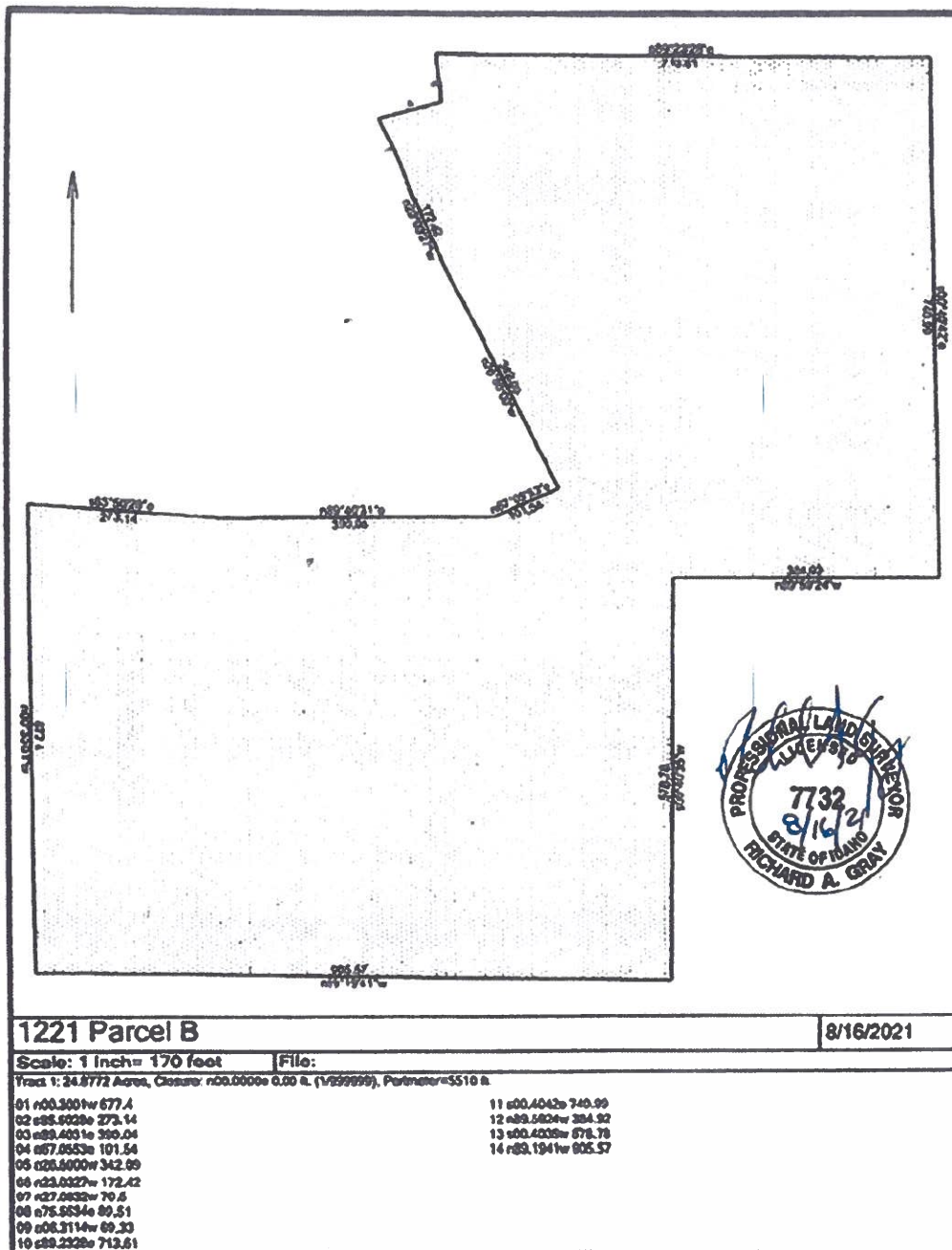


EXHIBIT "B"

DEVELOPMENT AGREEMENT CONDITIONS

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. Compliance with the following, but not limited to, affected agencies shall be met before the commencement of any use:
 - a. Boise Project Board of Control (**Exhibit 3.G.1 of the staff report**)
 - b. Nampa Fire Highway District (**Exhibit 3.G.4 of the staff report**)
 - c. Southwest District Health (**Exhibit 3.G.2 of the staff report**)
2. The subject parcels, R28146010 and R28146010D, shall be subject to the Canyon County Code of Ordinance (CCCO) Chapter 7, Article 18, for an administrative land division limiting one division on each parcel (Four parcels total) with a five-acre average minimum lot size. The division is subject to the following restrictions:
 - a. Secondary residences per CCCO §07-02-03, 07-10-27, and 07-14-25 are prohibited.
 - b. In substantial compliance with the conceptual site plan (**Exhibit 3.A.8 of the staff report**), an irrigation plan must be included with the land division application. The plan must ensure irrigation water is provided to each parcel without impacting existing water users. Establishing irrigation easements and water users' agreements is encouraged.
3. The developer shall comply with CCCO §07-06-07 (4): Time Requirements: "All conditional rezones for a land use shall commence within two (2) years of the approval of the board."

EXHIBIT B.1

Letter of Intent

Case #CR2025-0002

Attention: Canyon County Development Service

Regarding our development agreement on 1/21/2026 of parcel's R28146010 & R28146010D approximately 36.86 acres, we hereby agree to the terms set forth by the Board of County Commissioners to the rezone from Agriculture (A) zone to Rural Residential (CR-R-R) zone with recommended conditions:

1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules, and regulations that pertain to the subject of property and the proposed use. Compliance with the following, but not limited to, affected agencies shall be met before the commencement of any use: a. Boise Project Board of Control (Exhibit 3.G.1 of the staff report) b. Nampa Fire Highway District (Exhibit 3.G.4 of the staff report) c. Southwest District Health (Exhibit 3.G.2 of the staff report)
2. The subject parcels, R28146010 and R28146010D, shall be subject to the Canyon County Code of Ordinance (CCCO) Chapter 7, Article 18, for an administrative land division limiting one division on each parcel (Four parcels total) with a five-acre average minimum lot size. The division is subject to the following restrictions: a. Secondary residences per CCCO §07-02-03, 07-10-27, and 07-14-25 are prohibited. b. In substantial compliance with the conceptual site plan (Exhibit 3.A.8 of the staff report), an irrigation plan must be included with the land division application. The plan must ensure irrigation water is provided to each parcel without impacting existing water users. Establishing irrigation easements and water users' agreements is encouraged.
3. The developer shall comply with CCCO §07-06-07 (4): Time Requirements: "All conditional rezones for a land use shall commence within two (2) years of the approval of the board."

Enclosed is an irrigation plan showing where water comes out of the Midway canal into a pond where existing pumps and electrical panels are located. The water is then pressurized into a shared main line and delivered to all newly created parcels. Parcel B2 has the option to use the existing irrigation system or use approved access from Lyons lateral, tap 090. Boise/Kuna irrigation has no objection to said irrigation plan. Also included is a water users agreement and irrigation easement for all parcels.

These parcels have no slopes greater than 15%. Nor are the parcels considered wetland or in a flood plain zone.

The private road agreement plan for Little Bit Lane, approved by Canyon Country Development Services Department on 5/20/2024, serving Parcels A1, A2, and B2, is also

enclosed. Parcel B1 has access from Butte Road, as confirmed by Eddy Thiel, Right of Way Specialist, of the Nampa Highway District 1.

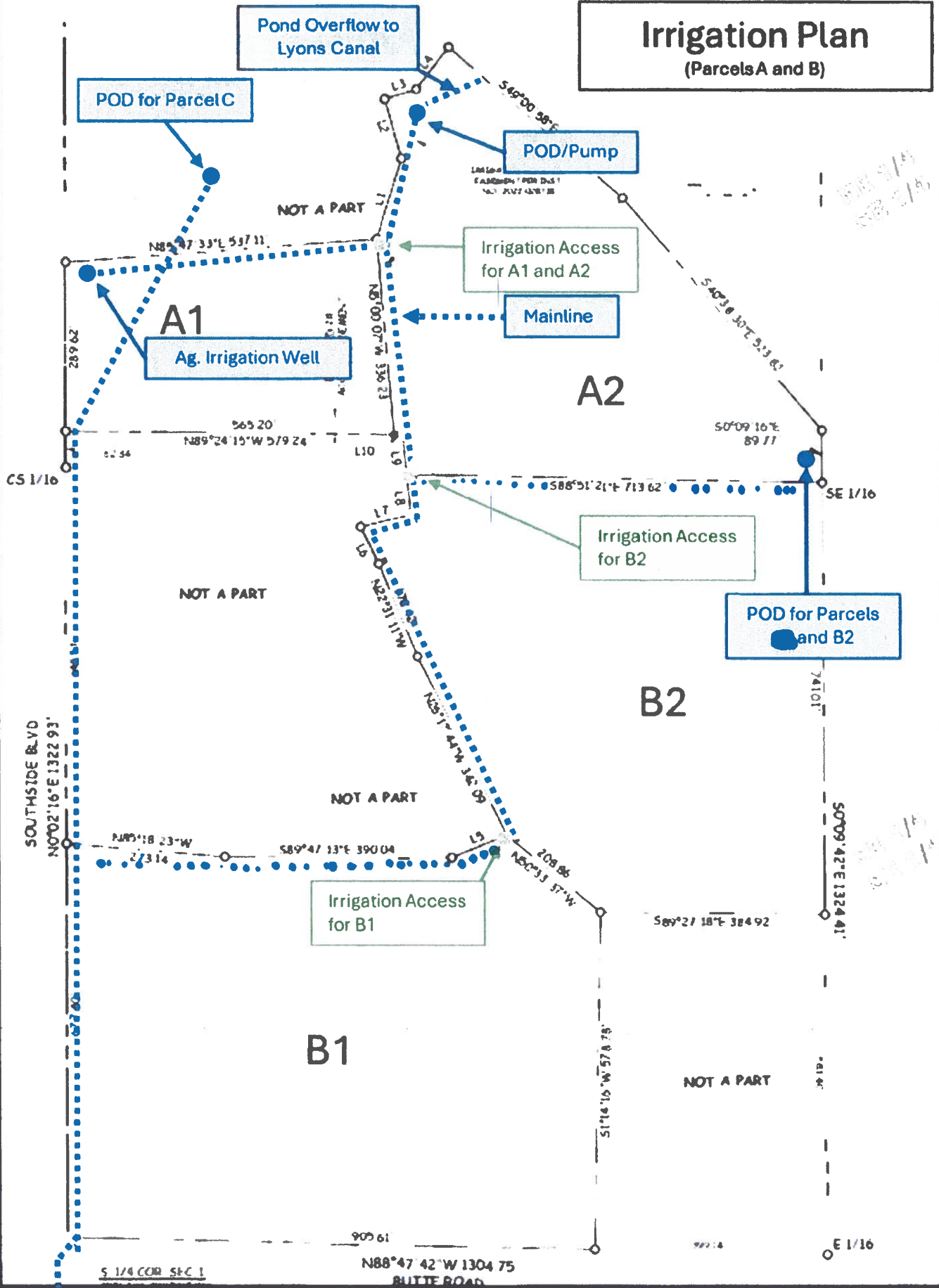
Also enclosed are all recommended affected agencies with signed approval.

Cleon Hoagland Cleon Hoagland

Patti Hoagland Patti Hoagland

Date: 3/9/26

Irrigation Plan (Parcels A and B)



1/4 COR. MONUMENT AS NOTED

○ FOUND 1/2" REBAR AS NOTED
 ⊙ FOUND 5/8" REBAR AS NOTED
 ● SET 1/2" REBAR W/ CAP "KHC PLS 9895"
 △ CALC POINT
 P.O.B. POINT OF BEGINNING
 — ADJOINER LINE

E. 1/4 COR.
FOUND ALUMINUM CAP
PLS 9895
CP&F #2023-006379

$1'' = 200'$

BASIS OF BEARING

S00°21'43"E - 2651.81'

SOUTHSIDE BOULEVARD SOUTH

A circular seal for a Professional Land Surveyor. The outer ring contains the text "PROFESSIONAL LAND SURVEYOR" at the top and "KENNETH H. COOK" at the bottom. Inside the ring, the word "REGISTERED" is at the top, "STATE OF IDAHO" is at the bottom, and the number "9895" is in the center. Below the number is the expiration date "7-22-2016". A diagonal line is drawn across the seal from the bottom left to the top right.

S.E. COR.
FOUND ALUMINUM CAP
PLS 9895
CP&F #2023-006373

12
S. 1/4
FOUND 5/8" REBAR
PLS 9895
SET 2.5" ALUMINUM CAP
PLS 9895
CP&F #2026-029292

IRRIGATION AND ACCESS EASEMENT DISPLAY

FILE: U:\TS-26\Canyon\26080 - HOAGLAND - LOT SPLIT -
EASEMENT\dwg\26080 - HOAGLAND - EASEMENT DISPLAY.dwg



TIMBERLINE
SURVEYING

316 S KIMBALL AVE. SUITE 207, CALDWELL, IDAHO 83605
208-465-5687

RESOLUTION: 26-150 CR2025-0002 - Hoagland

2026-030140

RECORDED

07/28/2026 11:10 AM



00942872202600301400150150

JESS URRESTI

CANYON COUNTY RECORDER

Pgs=15 LBERG

\$52.00

EASEMENT

CLEON HOAGLAND

Prepared by and return to:

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

DECLARATION OF IRRIGATION EASEMENTS AND WATER USERS AGREEMENT

This DECLARATION OF IRRIGATION EASEMENTS AND WATER USERS AGREEMENT (this "**Declaration**") is made this 10th day of July 2026 (the "**Effective Date**"), by CLEON HOAGLAND and PATTI HOAGLAND, husband and wife ("**Declarant**").

RECITALS

A. Declarant owns five adjacent parcels of real property more particularly described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein (hereinafter, parcels "**A1**," "**A2**," "**B1**," "**B2**," and "**C**" respectively, each a "**Parcel**" and collectively, the "**Parcels**").

B. Irrigation water serving the Parcels is supplied through surface water delivered through the Boise Kuna Irrigation District and groundwater supplied from an irrigation well, both of which discharge into a common irrigation pond. The irrigation well, submersible well pump, well delivery pipe, irrigation pond, and all replacements, renewals, upgrades, additions, and appurtenant improvements thereto are collectively referred to herein as the "**Well Facilities**." Irrigation water is distributed from the irrigation pond through: (i) a 10-horsepower Berkeley pump, associated electrical service, mainline, valves, pipelines, and all replacements, renewals, upgrades, additions, and appurtenant improvements thereto (collectively, the "**Pump 1 Facilities**"); and (ii) a 7.5-horsepower Berkeley pump, associated electrical service, mainline, valves, pipelines, and all replacements, renewals, upgrades, additions, and appurtenant improvements thereto (collectively, the "**Pump 2 Facilities**"). The Well Facilities, the Pump 1 Facilities, and the Pump 2 Facilities are collectively referred to herein as the "**Irrigation Facilities**."

C. The Parcels receive irrigation water through a common lateral irrigation system, and the owners of the Parcels constitute, or upon conveyance of the Parcels shall constitute, a Lateral Water Users' Association pursuant to Chapter 13, Title 42, Idaho Code (the "**Association**"). The Association is responsible for the administration, operation, maintenance, repair, replacement, and management of the Irrigation Facilities, subject to the terms of this Declaration and applicable law.

D. Declarant desires to establish, grant, declare, and confirm: (i) perpetual, non-exclusive easements over, under, and across portions of the Parcels for the construction, installation, operation, inspection, maintenance, repair, replacement, improvement, and use of the Irrigation Facilities; and (ii) a recorded agreement governing the ownership, operation, maintenance, repair, replacement, administration, cost allocation, voting, and management of the Irrigation Facilities and the Association.

E. The Irrigation Facilities constitute an integrated irrigation system serving all of the Parcels, and continued use of the Irrigation Facilities requires the ongoing cooperation of the Parcel owners with respect to operation, maintenance, repair, replacement, cost-sharing, and the administration of irrigation water serving the Parcels.

4913-8745-2308

 RESOLUTION: 26-150 CR2025-0002 - Hoagland

F. This Declaration clarifies the rights and obligations of the present and future owners of the Property with respect to the Irrigation Facilities and the delivery and use of irrigation water serving the Property. Such rights and obligations shall remain in full force and effect notwithstanding any future change in ownership of any Parcel, subdivision of any Parcel, or any administrative division, transfer, renumbering, or modification of any applicable water right or irrigation water entitlement.

TERMS AND CONDITIONS

NOW, THEREFORE, Declarant hereby declares that the Parcels are subject to the easements set forth herein, as more particularly described below:

1. Establishment of Irrigation Easements.

1.1. Grant of Easements. Declarant hereby establishes, grants, declares, and confirms perpetual, non-exclusive easements over, under, and across those portions of the Parcels more particularly described on Exhibit C and depicted on Exhibit B attached hereto (collectively, the "Irrigation Easements") for the location, installation, construction, operation, inspection, maintenance, repair, replacement, improvement, use, relocation, and removal of the Irrigation Facilities, together with reasonable rights of ingress and egress as provided herein.

1.2. Appurtenant Easements. The Irrigation Easements shall burden and benefit the applicable Parcels, shall run with the land, and shall automatically pass with the conveyance or other transfer of the benefited or burdened Parcel without the necessity of any further conveyance or agreement.

1.3. Non-Exclusive Use. The Irrigation Easements are non-exclusive. Each owner of a Parcel shall have the right to use the Irrigation Easements in accordance with this Declaration, provided such use does not unreasonably interfere with the rights of the other owners.

1.4. Ingress and Egress; Restoration. The Irrigation Easements include the right of reasonable ingress and egress over the affected Parcels at reasonable times, and upon reasonable advance notice whenever practicable, as necessary to exercise the rights granted herein; provided, however, that no advance notice shall be required in the event of an emergency. Any owner exercising rights under this Section shall use reasonable efforts to minimize interference with the use and enjoyment of the affected Parcel, shall promptly restore disturbed surface areas as nearly as reasonably practicable to their condition existing immediately prior to such disturbance, and shall repair any damage caused by the exercise of such rights.

2. Lateral Water Users Association.

2.1. Association. The owners of the Parcels constitute, or upon conveyance of the Parcels shall constitute, a Lateral Water Users' Association (the "Association") pursuant to Chapter 13, Title 42, Idaho Code.

2.2. Governance. This Declaration is intended to supplement Chapter 13, including, without limitation, (i) establishing and confirming the Irrigation Easements; (ii) allocating ownership of the Irrigation Facilities; (iii) allocating the rights and obligations of the members of the Association with respect to the operation, maintenance, repair, replacement, improvement, and administration of the Irrigation Facilities; (iv) allocating assessments and expenses among the members of the Association based upon the particular Irrigation Facilities benefiting their respective Parcels; (v) modifying the voting rights established by Chapter 13 for matters governed by this Declaration by allocating one vote for each

**Declaration of Irrigation Easements
and Water Users Agreement - 2**

acre of land owned by a member that is subject to this Declaration, unless otherwise expressly provided herein; and (vi) addressing such other matters relating to the Irrigation Facilities as are not otherwise governed by Chapter 13.

2.3. Voting. Except as otherwise provided in Chapter 13, Title 42, Idaho Code, or expressly provided in this Declaration, each member of the Association shall be entitled to one (1) vote for each acre of land owned by such member that is subject to this Declaration. Fractional acreage shall be entitled to a proportional fractional vote.

3. Administration of Irrigation Facilities.

3.1. Ownership of Irrigation Facilities. The Irrigation Facilities constitute common infrastructure for the benefit of all land subject to this Declaration. The Irrigation Facilities are intended to be owned by the Association. To the extent the Association is not legally capable of owning the Irrigation Facilities under applicable law, ownership of the Irrigation Facilities shall be appurtenant to the land subject to this Declaration and shall be held by the owners thereof in proportion to the acreage of each owner's land subject to this Declaration relative to the total acreage of all land subject to this Declaration. If ownership of the Irrigation Facilities is appurtenant to the Parcels pursuant to the preceding sentence, then upon any conveyance, subdivision, or other division of land subject to this Declaration, the ownership interest in the Irrigation Facilities attributable to the conveyed or divided land shall automatically pass to the successor owner or owners in proportion to the acreage acquired, without the necessity of any further conveyance or amendment to this Declaration. Ownership of the Irrigation Facilities may not be conveyed, assigned, reserved, or otherwise transferred separately from the land to which such ownership is appurtenant. The Irrigation Facilities do not include the fee estate in the land upon which any portion of the Irrigation Facilities is located, and the rights of the owners with respect to such land are limited to the Irrigation Easements established by this Declaration. The Irrigation Facilities include all replacements, repairs, renewals, upgrades, additions, and appurtenant improvements installed as part of the common irrigation system serving the land subject to this Declaration.

3.2. Well Facilities. The Well Facilities shall be operated, maintained, repaired, replaced, and administered by the Association for the benefit of all Parcels. Except as otherwise provided in this Declaration, each owner of a Parcel shall have the right to use the Well Facilities in connection with the delivery of irrigation water to such owner's Parcel. The Well Facilities shall be maintained in good operating condition and in accordance with accepted irrigation practices. The electrical service account serving the Well Facilities shall be maintained in the name of an owner designated by the Association. All costs associated with the ownership, operation, maintenance, repair, replacement, improvement, administration, and utility service of the Well Facilities shall be assessed by the Association in accordance with this Declaration.

3.3. Pump 1 Facilities. The Pump 1 Facilities shall be operated and maintained by the Association for the benefit of Parcels A1, A2, B1, and B2. Except as otherwise provided in this Declaration, the owners of Parcels A1, A2, B1, and B2 shall be responsible for the operation, maintenance, repair, replacement, improvement, and associated utility costs of the Pump 1 Facilities. The electrical service account serving the Pump 1 Facilities shall be maintained in the name of an owner designated by the Association.

3.4. Pump 2 Facilities. The Pump 2 Facilities shall be operated and maintained by the Association for the benefit of Parcel C. Except as otherwise provided in this Declaration, the owner of Parcel C shall be responsible for the operation, maintenance, repair, replacement, improvement, and associated utility costs of the Pump 2 Facilities. The electrical service account serving the Pump 2

Facilities shall be maintained in the name of the owner of Parcel C or such other owner as may be designated by the Association.

3.5. Assessments and Cost Allocation. Except as otherwise expressly provided in this Declaration, all costs associated with the ownership, operation, maintenance, repair, replacement, improvement, administration, and utility service of the Irrigation Facilities shall be assessed by the Association in accordance with Chapter 13, Title 42, Idaho Code and this Declaration. Costs associated with the Well Facilities shall be assessed among all Parcels in proportion to the acreage of each Parcel relative to the total acreage of all Parcels. Costs associated with the Pump 1 Facilities shall be assessed only among Parcels A1, A2, B1, and B2 in proportion to the acreage of each such Parcel relative to the total acreage of Parcels A1, A2, B1, and B2. Costs associated with the Pump 2 Facilities shall be assessed solely to Parcel C. The Irrigation Facilities do not include any facilities, improvements, equipment, or appurtenances required to deliver irrigation water from the Irrigation Facilities to an individual Parcel, all of which shall be owned, operated, maintained, repaired, replaced, and improved solely at the expense of the owner of the benefited Parcel. In addition, each owner shall be solely responsible for all assessments, fees, charges, taxes, and other amounts levied by the Nampa & Meridian Irrigation District, or any successor water delivery organization, with respect to such owner's Parcel.

3.6. Damage Caused by Owner. Notwithstanding any other provision of this Declaration, any costs attributable solely to the negligence, misuse, or unauthorized modification of the Irrigation Facilities by an owner, or such owner's family members, tenants, employees, contractors, agents, or invitees, shall be assessed solely against such owner's Parcel.

3.7. Major Capital Improvements and Unilateral Modifications. Except in the event of an emergency under Section 3.8, no owner shall materially alter, relocate, enlarge, connect to, disconnect from, replace, improve, or otherwise modify any Irrigation Facilities, or undertake any major capital improvement or replacement of the Irrigation Facilities, unless first approved by the Association in accordance with this Declaration and Chapter 13, Title 42, Idaho Code. No owner shall be entitled to reimbursement from the Association or to have the cost of any such alteration, modification, improvement, replacement, or expenditure assessed against the other owners unless the same has been so approved.

3.8. Emergency Repairs. In the event of an emergency requiring immediate action to prevent damage to property, interruption of irrigation service, or injury to persons, the Association, the lateral manager, or, if neither is reasonably available, any owner may undertake such emergency repairs as are reasonably necessary. The costs of such emergency repairs shall thereafter be assessed in accordance with this Declaration.

3.9. Cooperation Regarding Water Rights. Each owner shall reasonably cooperate in the administration of the groundwater rights, surface water rights, and other irrigation water entitlements serving the Parcels. Upon reasonable request of the Association and at no material cost to the requested owner, each owner shall execute such applications, conveyances, consents, affidavits, and other documents as may be reasonably necessary to effectuate any division, split, transfer, ownership update, or other administrative action relating to such irrigation water rights or entitlements that is consistent with this Declaration and approved or required by the Idaho Department of Water Resources, the applicable irrigation district, or other governmental authority having jurisdiction.

4. Reconfiguration of Irrigation Facilities.

4.1. Authority to Reconfigure. The Association may approve the replacement, consolidation, relocation, expansion, reconfiguration, or modernization of the Irrigation Facilities upon

the affirmative vote of members representing at least seventy-five percent (75%) of the voting interests in the Association; provided, however, that no such reconfiguration shall (i) materially impair any Parcel's continued ability to receive irrigation water to which such Parcel is entitled under applicable water rights and irrigation entitlements, or (ii) require material modification or relocation of the private irrigation facilities serving any Parcel, except to the minimum extent reasonably necessary to connect such Parcel to the reconfigured Irrigation Facilities.

4.2. Effect of Reconfiguration. Upon completion of a reconfiguration approved pursuant to Section 4.1, the reconfigured Irrigation Facilities shall thereafter be owned in accordance with Section 3.1. The Association shall thereafter allocate the operation, maintenance, repair, replacement, improvement, administration, and assessment responsibilities associated with the reconfigured Irrigation Facilities among the owners of the Parcels served by the applicable reconfigured Irrigation Facilities in proportion to the acreage of each served Parcel relative to the total acreage of all Parcels served by such reconfigured Irrigation Facilities.

4.3. No Vested Right in Existing Configuration. No owner shall acquire any vested right in the existing configuration, location, design, composition, or operation of the Irrigation Facilities. Subject to the limitations set forth in Section 4.1, the Association may from time to time replace, consolidate, relocate, expand, modernize, or otherwise reconfigure the Irrigation Facilities as authorized by this Declaration.

5. Relationship to 2022 Easement. Declarant acknowledges that certain irrigation easement rights were previously established pursuant to that certain Easement Agreement recorded June 2, 2022, as Instrument No. 2022-028738, records of Canyon County, Idaho (the "2022 Easement"). This Declaration is intended to supplement the 2022 Easement by establishing additional easement rights, access rights, and operating provisions necessary to serve the Parcels as currently configured and to govern the ownership, operation, maintenance, repair, replacement, administration, and cost allocation of the Irrigation Facilities. Nothing in this Declaration shall terminate the 2022 Easement. To the extent this Declaration and the 2022 Easement both govern rights or obligations among the owners of the Parcels with respect to the Irrigation Facilities, this Declaration shall control.

6. Default; Self-Help.

6.1. Failure to Perform. If a member of the Association fails to perform any obligation imposed by this Declaration, including the payment of any assessment or the performance of any maintenance, repair, replacement, or other obligation, and such failure continues for ten (10) days after written notice from the Association (or immediately in the event of an emergency), the Association may, but shall not be obligated to, perform such obligation or cause such obligation to be performed.

6.2. Reimbursement. The defaulting member shall reimburse the Association for all reasonable and documented costs incurred in performing such obligation within fifteen (15) days after written demand and reasonable supporting documentation.

6.3. Interest; Collection Costs. Any amount not paid when due shall accrue interest at the rate provided in Chapter 13, Title 42, Idaho Code, or, if no rate is then prescribed by statute, at the rate of twelve percent (12%) per annum or the maximum rate permitted by applicable law, whichever is less. The Association may collect any delinquent assessment, together with all applicable penalties, interest, costs, and attorney fees, in accordance with Chapter 13, Title 42, Idaho Code and any other applicable law.

6.4. **Statutory Lien.** Assessments levied by the Association pursuant to this Declaration and Chapter 13, Title 42, Idaho Code, together with any applicable penalties and interest, shall constitute a lien against the Parcel against which such assessments are levied to the extent provided by Chapter 13, Title 42, Idaho Code. Nothing in this Declaration is intended to expand, limit, or modify the lien rights provided by applicable law.

7. **Covenants to Run With Land; Appurtenant Rights.** This Declaration, including the Irrigation Easements and all covenants, rights, duties, and obligations established herein, are appurtenant to the land subject to this Declaration and shall run with the land. All such rights and obligations shall automatically pass with the conveyance or other transfer of any interest in land subject to this Declaration, without the necessity of any separate assignment or conveyance. This Declaration shall be binding upon and inure to the benefit of Declarant and all present and future owners of land subject to this Declaration and their respective heirs, personal representatives, successors, and assigns.

8. **Modification of Declaration.** This Declaration may be amended, modified, or terminated only by a written instrument executed and acknowledged by the record owners of all land then subject to this Declaration and recorded in the official records of Canyon County, Idaho. No amendment, modification, or termination shall materially impair the rights of any owner with respect to the Irrigation Easements, the Irrigation Facilities, or the delivery of irrigation water serving such owner's Parcel without the written consent of the affected owner. The implementation of any reconfiguration of the Irrigation Facilities approved pursuant to Section 4 of this Declaration shall not constitute an amendment or modification of this Declaration.

9. **No Merger.** It is the express intent of Declarant that the Irrigation Easements and the covenants established by this Declaration are permanent, reciprocal rights and obligations appurtenant to the Parcels and shall not merge into, be extinguished by, be suspended during, or otherwise be affected by common ownership of any two or more Parcels or by unity of title in one or more persons or entities. Declarant expressly declares that the Irrigation Easements and the covenants established herein are created in anticipation of the future separate ownership of the Parcels and are intended to remain binding upon the Parcels as equitable servitudes and restrictive covenants running with the land to the fullest extent permitted by applicable law, notwithstanding that, as of the Effective Date or at any time thereafter, one person or entity may own two or more, or all, of the Parcels. Upon any conveyance resulting in separate ownership of any benefited and burdened Parcels, the Irrigation Easements shall automatically continue in full force and effect without the necessity of any further grant, reservation, recreation, or other instrument.

10. **Applicable Law.** This Declaration shall be construed in accordance with and governed by the laws of the State of Idaho.

11. **No Third Party Beneficiary.** No term or provision of this Declaration is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto, and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder.

[signatures follow]

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the day and year first above written.

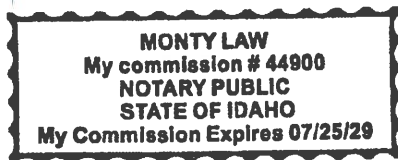
DECLARANT:

Cleon Hoagland
CLEON HOAGLAND
Patti Hoagland
PATTI HOAGLAND

STATE OF IDAHO)
:ss
COUNTY OF CANYON)

On this 27th day of July 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared CLEON HOAGLAND, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

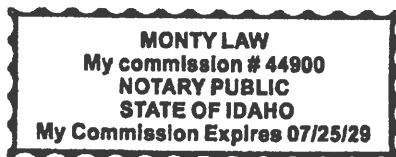


[Signature] #44900
Notary Public for the State of Idaho
Dorcas Bale
Nampa ID
Exp 07/25/29

STATE OF IDAHO)
:ss
COUNTY OF CANYON)

On this 27th day of July 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared PATTI HOAGLAND, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



[Signature] #44900
Notary Public for the State of Idaho
Dorcas Bale
Nampa ID
Exp 07/25/29

EXHIBIT A

DESCRIPTION OF PARCELS

Parcel A-1 Description

A portion of the Southeast 1/4. of Section 1, Township 1 South, Range 2 West, Boise Meridian, Canyon County, Idaho.

BASIS OF BEARING:

The East line of the Southeast 1/4 of Section 1, Township 1 South, Range 2 West, Boise Meridian, derived from found monuments and taken as South 00°21'43" East with the distance between monuments found to be 2,651.81 feet.

BEGINNING at a point from which the East 1/4 of the Section 1, Township 1 South, Range 2 West, B.M., bears North 66°45'21" East, a distance of 2,236.94 feet;

Thence South 07°22'44" East, a distance of 337.75 feet;

Thence North 89°24'16" West, to a point on the West line of the Southeast 1/4 of said Section, a distance of 579.26 feet;

Thence North 00°01'39" East, a distance of 289.65;

Thence North 85°48'21" East, a distance of 537.16 feet to the **POINT OF BEGINNING**.

Said Parcel containing 174.459 square feet or 4.01 acres, more or less and is subject to all existing easements and rights-of-way of record or implied.

Parcel A-2 Description

A portion of the Southeast 1/4, of Section 1, Township 1 South, Range 2 West, Boise Meridian, Canyon County, Idaho.

BASIS OF BEARING:

The East line of the Southeast 1/4 of Section 1, Township 1 South, Range 2 West, Boise Meridian, derived from found monuments and taken as South 00°21'43" East with the distance between monuments found to be 2,651.81 feet.

BEGINNING at a point from which the East 1/4 of Section 1, Township 1 South, Range 2 West, B.M., bears North 44°48'31" East, a distance of 1,832.45 feet:

Thence North 88°51'19" West, a distance of 713.61 feet;

Thence North 05°59'05" West, a distance of 68.41 feet;

Thence North 07°22'44" West, a distance of 337.75 feet;

Thence North 17°12'29" East, a distance of 144.99 feet;

Thence North 15°38'24" West, a distance of 105.56 feet;

Thence North 72°58'28" East, a distance of 57.03 feet;

Thence North 37°17'02" East, a distance of 90.89 feet;

Thence South 49°02'30" East, a distance of 395.24 feet;

Thence South 40°38'37" East, a distance of 523.97 feet;

Thence South 00°07'10" East, a distance of 89.76 feet to the **POINT OF BEGINNING**.

Said Parcel containing 345,358 square feet or 7.93 acres, more or less and is subject to all existing easements and rights-of-way of record or implied.

Parcel B-1 Description

A portion of the Southeast 1/4. of Section 1, Township 1 South, Range 2 West, Boise Meridian, Canyon County, Idaho.

BASIS OF BEARING:

The East line of the Southeast 1/4 of Section 1, Township 1 South, Range 2 West, Boise Meridian, derived from found monuments and taken as South 00°21'43" East with the distance between monuments found to be 2,651.81 feet.

BEGINNING at a point on the South 1/4 of Section 1, Township 1 South, Range 2 West, B.M., from which the Southeast Corner bears South 88°48'34" East, a distance of 2,609.24 feet:

Thence along the West line of the Southeast 1/4 of said Section, North 00°01'44" East, a distance of 677.54 feet:

Thence leaving said West line, South 85°18'19" East, a distance of 273.08 feet:

Thence South 89°47'20" East, a distance of 390.04 feet:

Thence North 67°38'02" East, a distance of 101.54 feet:

Thence South 50°31'04" East, a distance of 208.65 feet:

Thence South 01°12'44" West, to a point on the South line of the Southeast 1/4 of said Section, a distance of 578.82 feet:

Thence along said South line, North 88°47'59" West, a distance of 905.43 feet to the **POINT OF BEGINNING**.

Said Parcel containing 606.014 square feet or 13.91 acres, more or less and is subject to all existing easements and rights-of-way of record or implied

Parcel B-2 Description

A portion of the Southeast 1/4, of Section 1, Township 1 South, Range 2 West, Boise Meridian, Canyon County, Idaho.

BASIS OF BEARING:

The East line of the Southeast 1/4 of Section 1, Township 1 South, Range 2 West, Boise Meridian, derived from found monuments and taken as South 00°21'43" East with the distance between monuments found to be 2,651.81 feet.

BEGINNING at a point from which the East 1/4 of Section 1, Township 1 South, Range 2 West, B.M., bears North 44°48'31" East, a distance of 1,832.45 feet:

Thence South 00°08'35" East, a distance of 740.97 feet:

Thence North 89°27'15" West, a distance of 384.92 feet:

Thence North 50°31'04" West, a distance of 208.65 feet:

Thence North 26°17'51" West, a distance of 342.09 feet:

Thence North 22°31'18" West, a distance of 172.42 feet:

Thence North 26°36'23" West, a distance of 70.50 feet:

Thence North 76°27'43" East, a distance of 89.51 feet:

Thence North 05°59'05" West, a distance of 69.33 feet:

Thence South 88°51'19" East, a distance of 713.61 feet to the **POINT OF BEGINNING**.

Said Parcel containing 477.621 square feet or 10.96 acres, more or less and is subject to all existing easements and rights-of-way of record or implied.

EXHIBIT B
DEPICTION OF PARCELS AND IRRIGATION EASEMENTS

(following one (1) page)

2 1
11 12
11 12

1/4 COR. MONUMENT AS NOTED

○ FOUND 1/2" REBAR AS NOTED
 ⊙ FOUND 5/8" REBAR AS NOTED
 ● SET 1/2" REBAR W/ CAP "KHC PLS 9895"
 △ CALC POINT
 P.O.B. POINT OF BEGINNING
 — ADJOINER LINE

E. 1/4 COR.
FOUND ALUMINUM CAP
PLS 9895
CP&F #2023-006379

 $1'' = 200'$

BASIS OF BEARING

500-2143 E - 2651.81

SOUTHSIDE BOULEVARD SOUTH

S.E. COR.
FOUND ALUMINUM CAP
PLS 9895
CP&F #2023-006373

12
S. 1/4
FOUND 5/8" REBAR
PLS 9895
SET 2.5" ALUMINUM CAP
PLS 9895
CP&F #2026-029292

IRRIGATION AND ACCESS EASEMENT DISPLAY

FILE: U:\TS-26\Canyon\26080 - HOAGLAND - LOT SPLIT -
EASEMENT\dwg\26080 - HOAGLAND - EASEMENT DISPLAY.dwg



TIMBERLINE

SURVEYING

316 S KIMBALL AVE. SUITE 207, CALDWELL, IDAHO 83606
208-465-5687

RESOLUTION: 26-150 CR2025-0002 - Hoagland

EXHIBIT C

DESCRIPTION OF IRRIGATION EASEMENTS

A portion of the Southeast 1/4, of Section 1, Township 1 South, Range 2 West, Boise Meridian, Canyon County, Idaho.

BASIS OF BEARING:

The East line of the Southeast 1/4 of Section 1, Township 1 South, Range 2 West, Boise Meridian, derived from found monuments and taken as South 00°21'43" East with the distance between monuments found to be 2,651.81 feet.

BEGINNING at a point on the West line of the West 1/2 of the Southeast 1/4 of Section 1, Township 1 South, Range 2 West, B.M., from which the South 1/4 Corner of said Section 1, bears South 00°01'43" West, a distance of 1,675.00 feet;

Thence leaving said West line, North 85°48'21" East, a distance of 537.16 feet;

Thence North 17°12'29" East, a distance of 144.99 feet;

Thence North 15°39'59" West, a distance of 78.49 feet;

Thence North 58°48'39" East, a distance of 71.59 feet;

Thence South 38°06'53" East, a distance of 58.40 feet;

Thence South 33°46'50" West, a distance of 80.70 feet;

Thence South 17°12'42" West, a distance of 147.93 feet;

Thence South 05°01'48" East, a distance of 401.66 feet;

Thence South 88°51'19" East, a distance of 5.10 feet;

Thence South 05°59'05" East, a distance of 84.35 feet;

Thence South 76°27'43" West, a distance of 81.86 feet;

Thence South 26°36'23" East, a distance of 46.04 feet;

Thence South 22°31'18" East, a distance of 172.47 feet;

Thence South 26°17'51" East, a distance of 385.89 feet;

Thence North 50°31'04" West, a distance of 48.75 feet;

Thence North 26°17'51" West, a distance of 342.09 feet;

Thence North 22°31'18" West, a distance of 172.42 feet;

Thence North 26°36'23" West, a distance of 70.50 feet;

Thence North 76°27'43" East, a distance of 89.51 feet;

Thence North 05°59'05" West, a distance of 137.74 feet;

Thence North 89°24'16" West, a distance of 13.96 feet;

Thence North 05°01'15" West, a distance of 316.10 feet;

Thence South 85°48'21" West, a distance of 488.87 feet;

Thence South 35°23'33" West, a distance of 51.69 feet,

Thence South 85°48'21" West, a distance of 20.05 feet;

Thence North 00°01'39" East, a distance of 60.00 feet to the **POINT OF BEGINNING**

Said Parcel containing 49,493 square feet or 1.14 acres, more or less and is subject to all existing easements and right-of-ways of record or implied.

EXHIBIT C.1

RICHARD DURRANT
CHAIRMAN OF THE BOARD

WILLIAM PATTERSON
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

RECEIVED
MAR 31 2026
RECEIVED

27 March 2026

Canyon County Development Services
111 North 11th Ave., Ste. 310
Caldwell, Idaho 83605

RE: Cleon Hoagland
0 Southside Blvd, Melba, Idaho
Boise-Kuna Irrigation District
Midway Lateral 31+80
Sec. 12, T1S, R2W, BM.

AD2026-0040

BK- 929

Dan Lister, Planning Supervisor:

This property does possess a valid surface irrigation water right.

The United States' Lyons Lateral lies within the boundary of the above-mentioned location. The easement for this lateral 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 lateral. We assert the federal easement of 25 feet from centerline in both directions of this lateral and 20 feet in all directions from any concrete structures in relation to this lateral. 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 (other than gravel) within its easements, as this will certainly increase our cost of maintenance. Easements must remain flat drivable surfaces, and no other roads shall encroach within our easements. No variances will be granted.

Fencing, gates and pathways (as may be required) must be constructed just off the canal easement, to ensure public safety and prevent encroachments. No variances will be granted.

RESOLUTION: 26-150 CR2025-0002 - Hoagland

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 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.

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 that cross this property, to serve neighboring properties, must remain unobstructed and protected by an appropriate easement by the landowner, developer and contractors. Landowner/developer must do their due diligence to contact all owners of neighboring properties on this matter.

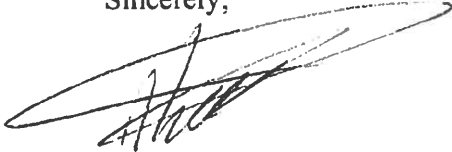
Wording on the preliminary and final recorded plat needs to state that any proposed and/or future usage of the Boise Project Board of Control facilities are subject to Idaho Statutes, Title 42-1209.

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) [REDACTED]

Sincerely,



Thomas Ritthaler
Assistant Project Manager

tbr/tr

cc: Ren Floyd Watermaster, Div; 3 BPBC
Alicia Flavel Secretary – Treasurer, BKID

File

**Parcel #'s R28146010,
R28146010D**

R28146U10D

Development Project (see above)
BPBC Delivery Accounts

Agency: Canyon County Development Services
Contact: Dan Lister, Planning Supervisor daniel.lister@canyoncounty.id.gov (208) 455-5959

X:\Scans\Miscellaneous\Hoagland_AD2026_0040

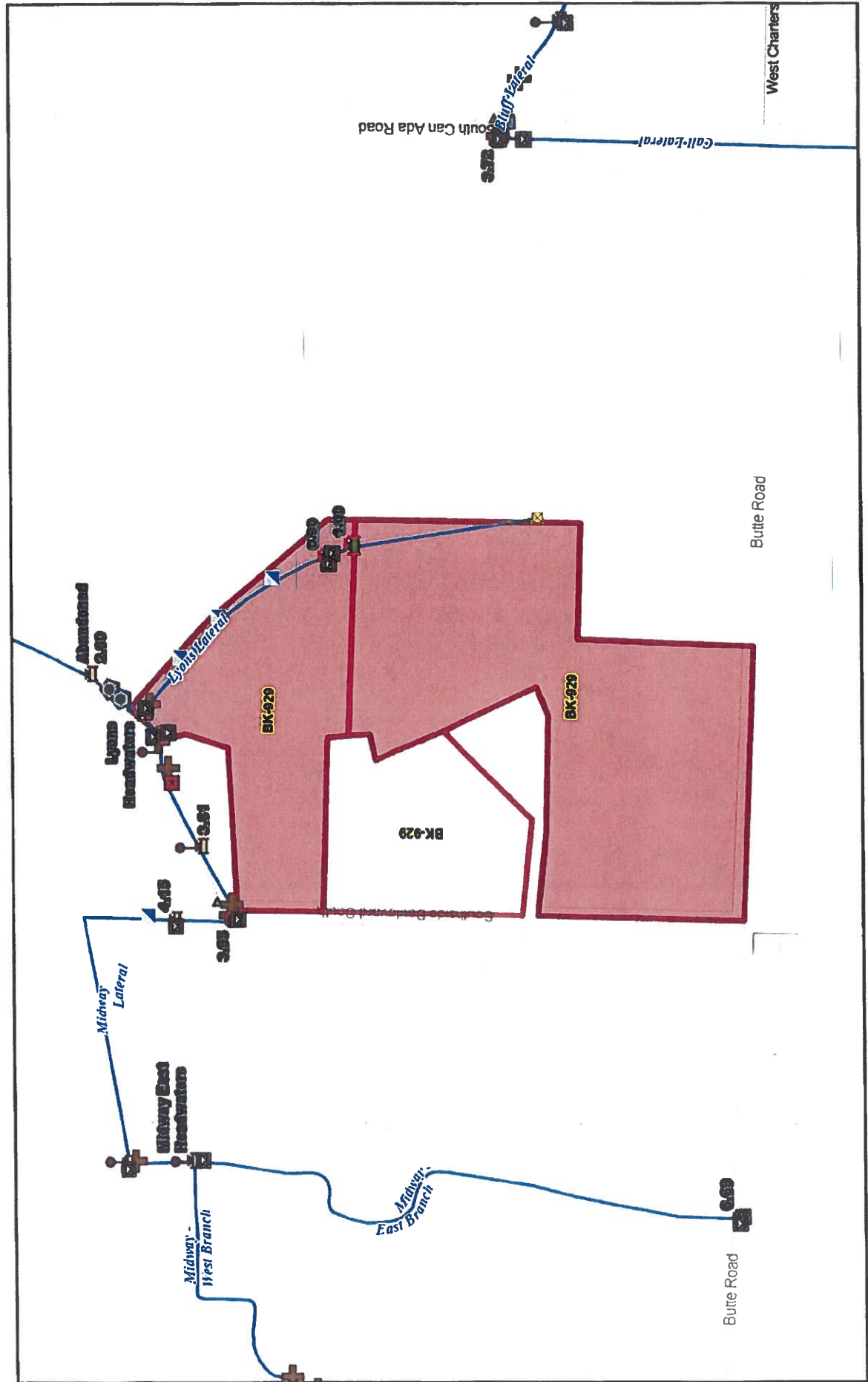


EXHIBIT C.2

Dan Lister

From: Alicia Flavel <[REDACTED]>
Sent: Thursday, May 7, 2026 2:45 PM
To: Dan Lister; Dane Adams
Subject: [External] AD2026-0041

Hi Dan and Dane, I wanted to let you know that Cleon presented his irrigation plan to the Directors, and they do not have any objections to the plan. Thank you!

Alicia Flavel
Secretary-Treasurer
Boise-Kuna Irrigation District
129 N. School Avenue
Kuna, Idaho 83634
Phone: [REDACTED]
Fax: [REDACTED]

Boise-Kuna Irrigation District

129 N. School Avenue
Kuna, ID 83634-2201

David Reynolds, Director
Richard Durrant, Director
Daniel Sheirbon, Director

Telephone (208) [REDACTED]
Fax (208) [REDACTED]

March 3, 2026

Canyon County Development Services
ATTN: Dan Lister
Caldwell, Idaho 83605
Daniel.lister@[REDACTED]

BKID Account # 929 & 970 A
RE: Cleon & Patty Hoagland
Case No. CR2025-0002
746 and 1055 Southside Blvd

Dear Mr. Lister:

Boise-Kuna Irrigation District would like to reiterate the Boise Project Board of Control letter referring to Idaho Statutes, Title 42, local irrigation/drainage ditches that cross this property, to serve neighboring properties, must remain unobstructed and protected by an appropriate easement by the landowner, developer, and contractors.

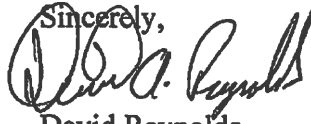
We would like the County to require the following:

1. A design of irrigation deliveries and drainage ditches on both existing and proposed development.
2. Irrigation design for delivery to any adjoining properties that are impacted by the change.
3. GIS map of existing conveyance systems, irrigation easements, and drainage ditches.
4. GIS maps for any newly installed conveyance systems or drain ditches.
5. Engineer's certificate that new irrigation and drainage conveyance systems capacity is adequate to supply the water rights and drain the land
6. Engineer's certificate stating the capacity on any new conveyance and drainage system.

Our purpose is to ensure our patrons have use of their water as they have historically and that no harm is being incurred from the newly proposed development. Adjoining landowners will not have their conveyance ditches altered or restricted regarding water entering or departing their respective properties.

Canyon County Development Services
March 3, 2026
Page 2

If you have any questions, please feel to contact our office at 208-██████████.

Sincerely,

David Reynolds
Chairman

cc: Cleon Hoagland



LAND SPLIT APPLICATION

 NHD-003
 Rev Jan 2015
 Page 1 of 1

 Revised from 3-4-24 *email to Dan Hoagland*

SECTION I - APPLICANT INFORMATION (TO BE COMPLETED BY APPLICANT)

I certify that I am the owner (or authorized representative of owner) of the property proposed to be split.

 NAME OF APPLICANT Cleora Patti Hoagland SIGNATURE OF APPLICANT *Cleora Hoagland*

P.O. Box 166

1/8/25

ADDRESS Melba ID 83641 STATE CA ZIP 93641CITY Melba PHONE (CELL NUMBER PREFERRED) [REDACTED]ROAD NAME: Southside + Butte BETWEEN Have & Butte

FIRST CROSS STREET SECOND CROSS STREET

 SIDE OF ROAD: ☒ North ☐ South ☐ East ☐ West
 TOTAL NUMBER OF: ☒ New Lots: 5 ☐ New Access Points: 2
 PLATTED SUBDIVISION? ☒ No (attach sketch of proposed land split) ☐ Yes (submit Conceptual Plan prepared by an Engineer)

SECTION II - WORKSHEET/RECOMMENDATION (TO BE COMPLETED BY HIGHWAY DISTRICT)

APPLICATION FEE: ☐ Paid ☐ Not Paid NA 85th PERCENTILE SPEED: 56 mph Butte 53 mphROAD NO. 606 + 625 SIGHT DISTANCE: ☒ Sufficient ☐ Insufficient 284 ADTROAD SURFACE: ☒ Asphalt ☐ Gravel ☐ Dirt TRAFFIC VOLUME: 524 ADTSHARED ACCESS: ☒ Yes ☐ No FUNCTIONAL CLASSIFICATION: ☐ Arterial ☐ Collector ☒ OtherCULVERTS REQUIRED: ☒ Yes ☐ NoMEETS ACCESS CONTROL STANDARDS?: ☒ Yes ☐ No

ADDITIONAL REMARKS/CONDITIONS: (IF NONE, SO STATE)

Parcels "A-1", "A-2", & "B-2" shall use a shared access onto Southside Blvd. at a location meeting stopping sight distance. "A paved apron will be required as a condition of approval."

Parcels "C-1" & "C-2" shall use a shared access onto Butte Rd at a location meeting stopping sight distance roughly 450' from the Butte Rd / Sonoma Blvd. intersection

 THIS LAND SPLIT IS: the Butte Rd / Sonoma Blvd. intersection
☒ Recommended for approval, subject to the above conditions

☐ Not recommended

 SIGNATURE - HIGHWAY DISTRICT OFFICIAL *Charles P. Hoagland* DATE 1-8-25

RESOLUTION: _____ CR2025-0002 - Hoagland



EXHIBIT C.4

Dan Lister

From: Anthony Lee <[REDACTED]>
Sent: Friday, March 27, 2026 7:26 AM
To: Dan Lister
Cc: Mitch Kiester
Subject: [External] RE: Canyon County DSD - Agency Review - AD2026-0040

Hi Dan,

Based on test hole logs from the surrounding area, lava or bedrock may be encountered at depths as shallow as four (4) feet, with predominantly silt loam to clay loam soils present in the upper soil horizons.

The applicant will be required to apply for a site evaluation and schedule test hole excavation. This evaluation is necessary to verify that all applicable vertical and horizontal setback requirements are met and to determine site suitability for a septic permit in accordance with IDAPA 58.01.03.

Please let me know if you need any additional information.

Thank you,



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

Anthony Lee, RS/BS | Land Development Senior

o 208.4 [REDACTED] | c 208. [REDACTED] | f 208. [REDACTED]

[anthony.lee \[REDACTED\]](#) | [SWDH.org](#)

[13307 Miami Ln., Caldwell, ID 83607](#)

From: Dan Lister <Dan.Lister@[REDACTED]>

Sent: Thursday, March 26, 2026 11:06 AM

To: [REDACTED]

Subject: Canyon County DSD - Agency Review - AD2026-0040

CAUTION: This email originated outside Southwest District Health's network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact IT with any concerns.

Agencies,

Please see the attached notice and application packet regarding Case No. AD2026-0040 regarding an Administrative Land Division of Parcels R28146010 & R28146010D (Applicant: Hoagland). Please provide your comments no later than April 11, 2026.

Sincerely,

Dan Lister, Planning Supervisor

DSD Office: (208) [REDACTED] Direct Line: (208) [REDACTED]

Daniel.Lister@dshs.idaho.gov

Development Services Department (DSD)

Public office hours

Monday, Tuesday, Thursday, and Friday

8 am – 5 pm

Wednesday

1 pm – 5 pm

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

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