



Cynda Herrick, AICP, CFM
VALLEY COUNTY
IDAHO

Planning & Zoning Administrator
Floodplain Coordinator

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STAFF REPORT
Conditional Use Permit Application No. 20-10
Clear Creek Crossing
Preliminary Plat

MEETING DATE: February 14, 2019
TO: Planning and Zoning Commission
STAFF: Cynda Herrick, AICP, CFM
APPLICANT/OWNER: Nick Schlekeway
Green River Project LLC
4615 Emerald Street
Boise, ID 83706
AGENT: James Fronk Consulting LLC
P.O. Box 576
McCall, ID 83638
SURVEYOR: Dan Dunn
Dunn Land Surveys INC
25 Coyote Trail
Cascade, ID 83611
LOCATION/SIZE: The site is 80.23 acres that is currently RP12N04E040003 and located in the NE Section 4, T.12N, R.4E, B.M., Valley County, Idaho.
REQUEST: 9-lot Single Family Subdivision
EXISTING LAND USE: Dry Grazing Land on a Rural Parcel - Previously approved for C.U.P. 18-15 Clear Creek Crossing Subdivision

BACKGROUND:

The site has existing conditional use permit approval for a 7-lot single family residential subdivision on 80.23 acres, with 5 buildable parcels and 2 open space parcels.

On-site infrastructure completed to date consists of subbase road grading, ditch culvert installation, and erosion control measures.

Nick Schlekeway of Green River Project LLC is requesting a new conditional use permit for a 9-lot single family residential subdivision on 80.23 acres, with 8 buildable parcels and 1 open space parcel. Proposed lots range in size from approximately 4 acres to 18 acres. Individual well and septic systems are proposed.

Access to each lot will be from a proposed gravel private road that will intersect Atkin Lane.

Atkin Lane is a public road that was platted as a 50' Road Easement. In 1996, Judge Carey declared all roads in Newell Subdivision a "public right-of-way"; this includes Atkins Lane (attached). The proposed road will be 2,658 lineal feet with a maximum 7% grade. A variance is requested for the length of the proposed cul-de-sac road. The new application will not alter the previously approved road.

Alpha Ditch runs through this property. The new application will not alter any previously approved construction plans or agreements with the Alpha Ditch Company.

Newell Subdivision is a Recorder's Plat that was created at Book 5, Page 3 on September 17, 1973.

FINDINGS:

1. Application was made to Planning and Zoning on June 1, 2020.
2. Legal notice was posted in the *Star News* on June 18 and 25, 2020. Potentially affected agencies were notified on June 9, 2020. Neighbors within 300 feet of the property line were notified by fact sheet sent June 9, 2020. The site was posted on June 25, 2020.

3. Agency comment received:

Central District Health Department replied that the applicant will need to update application, pay additional fees, and conduct test holes on site. An engineering report is also needed. (June 15, 2020)

Alpha Ditch Company requested that the license agreement recorded July 19, 2019 as Instrument #422071 be used with no changes. (June 24, 2020)

(Comments from Previous Application)

Steven Hull, Fire Chief, Cascade Rural Fire Protection District, replied in a letter dated December 5, 2018. He states that the width of the roads meets the International Fire Code Standards; however, the Cul-de-sac needs to be 96' in diameter. See provided Appendix D Dead-end Fire Apparatus Access Road Turnaround. Atkins Lane is also a concern as it is a narrow single-lane road. Heavy equipment during construction could put Atkins Lane in poor condition making it hard for Emergency Service Vehicles to respond to the existing residents.

Steven Hull, Fire Chief, Cascade Rural Fire Protection District, replied in a letter dated January 24, 2019. The District will require a 10,000 gallon fire suppression water storage tank. Design specification and tank placement plans must be submitted to the District for review and approval prior to installation. The tank must be inspected and approved by the District prior to building permits being issued.

Kelly Copperi, Communications Supervisor, Valley County Sheriff's Office, responded in an email on January 8, 2019. She is not in favor of the proposed road name due to its length and it does not intersect with the existing Clear Creek Road.

4. Neighbor comments received:

Sandy Heunisch, 24 Atkin Lane, states that the latest plat does not fully address the protection needed for her irrigation pipeline across the proposed subdivision. She requests more specific wording and a minimum width of 15 feet. See letter for specific wording. The driveway for Lot 1 will cross over her irrigation pipe; she should not be responsible for any driveway repair required when repairing the irrigation line. Any special residential fencing desired by lot owners will be at their expense. (June 29, 2020)

5. Physical characteristics of the site: Varies from meadow to rolling open areas. Wetland exists

6. The surrounding land use and zoning includes:

North: Agricultural – cattle grazing

South: Agricultural – cattle grazing & Single-family Residences

East: Productive Forest Land

West: Agricultural – cattle grazing

7. Valley County Code (Title 9): In Table 9-3-1, this proposal is categorized under:

2. Residential Uses, c. Subdivision for single-family subdivision.

Review of Title 9, Chapter 5 Conditional Uses should be done.

9-5A-1: GRADING:

A. Permit Required: Grading to prepare a site for a conditional use or grading, vegetation removal, construction or other activity that has any impact on the subject land or on adjoining properties is a conditional use. A conditional use permit is required prior to the start of such an activity.

D. Wetlands: Grading or disturbance of wetlands is subject to approval of the U.S. corps of engineers under the federal clean water act. The federal permit, if required, shall be part of the conditional use permit.

E. Site Grading Plan:

1. The conditional use permit application shall include a site grading plan, or preliminary site grading plan for subdivisions, clearly showing the existing site topography and the proposed final grades with elevations or contour lines and specifications for materials and their placement as necessary to complete the work. The plan shall demonstrate compliance with best management practices for surface water management for permanent management and the methods that will be used during construction to control or prevent the erosion, mass movement, siltation, sedimentation, and blowing of dirt and debris caused by grading, excavation, open cuts, side slopes, and other site preparation and development. The plan shall be subject to review of the county engineer and the soil conservation district. The information received from the county engineer, the soil conservation district, and other agencies regarding the site grading plan shall be considered by the planning and zoning commission and/or the board of county commissioners in preparing the conditions of approval or reasons for denial of the applications. (Ord. 10-06, 8-23-2010)
2. For subdivisions, preliminary site grading plans and stormwater management plans must be presented for review and approval by the commission as part of the conditional use permit application. However, prior to construction of the infrastructure, excavation, or recordation of the final plat, the final plans must be approved by the county engineer. (Ord. 10-06, 8-23-2010; amd. Ord. 11-5, 6-6-2011)

9-5C-2: MINIMUM LOT AREA:

B. New Subdivisions:

1. **Single-Family Residences:** New subdivisions for single-family residences shall provide the following minimum lot sizes:

- a. An average lot size of two (2) acres where individual sewage disposal and individual water supply systems are

- C. **Frontage On Public Or Private Road:** Frontage on a public or private road shall not be less than thirty feet (30') for each lot or parcel. The lot width at the front building setback line shall not be less than ninety feet (90'). A PUD, condominium, or other cluster development may contain lots without frontage on a road and widths less than ninety feet (90') in accordance with the approved development plan or plat. (Ord. 11-5, 6-6-2011)

9-5C-5: SITE IMPROVEMENT:

- A. **Off Street Parking Spaces:** Two (2) off street parking spaces shall be provided for each dwelling unit. These spaces may be included in driveways, carports, or garages.

- B. **Utility Lines:** All utility lines, including service lines, that are to be located within the limits of the improved roadway in new residential developments must be installed prior to placing the leveling coarse material. (Ord. 11-5, 6-6-2011)

9-5C-6: DENSITY:

The density of any residential development or use requiring a conditional use permit shall not exceed two and one-half (2.5) dwelling units per acre, except for planned unit developments. Density shall be computed by dividing the total number of dwelling units proposed by the total acreage of land within the boundaries of the development. The area of existing road rights of way on the perimeter of the development and public lands may not be included in the density computation. (Ord. 11-5, 6-6-2011)

8. **Valley County Code (Title 10): Subdivision Regulations.** This title should be reviewed for determination of technical issues of the plat.

10-4-4: STREETS:

Any parcel of land that is intended to be used, or is actually used, to provide vehicular access to more than one building site, whether said street is public or private and whether the parcel is set aside by deed, easement, or other means, unless an administrative variance is allowed for a shared driveway to adjacent properties, both having the required frontage on an existing street, is in the best interest of all parties involved due to unusual circumstances or topographic reasons, as determined by the administrator.

- A. **Conformance With Adopted Standards And Policies:** The classification, ownership, design and location of all streets shall conform to adopted standards and policies, and shall be considered in their relation to existing and planned streets, topographic conditions, to public convenience or safety, and in their appropriate relation to the projected traffic demand of the land to be served by such streets.

- B. **Arrangement Of Streets:** The arrangement of streets in a subdivision shall either:

6. **Cul-de-sac streets,** designed to be so permanently, shall not be longer than nine hundred feet (900') unless specifically approved by the commission and board and shall be provided with a turnaround with a right of way radius of at least sixty feet (60').

SUMMARY:

Compatibility Rating: Staff's compatibility rating is a +16.

Staff Questions/Comments/Recommendation:

- Have there been any discussions with neighbors concerning maintenance of Atkin Lane, a public road that is privately maintained?
- Have there been any discussions with Ms. Heunisch concerning an easement for the buried irrigation pipe, including maintenance of the line?
- Will power be above ground or below ground? Where will the power come from?
- Will you have CCR's? If so, please address lighting, limit on number of wood burning devices to one per site, firewise vegetation, etc.
- The agreement with Alpha Ditch shall be noted on the plat.
- This area is "open range" and lot owners will be required to fence to keep neighboring livestock out of their property.
- How will you keep silt and runoff from construction site on Lots 3, 4, and 5 from going into the ditch?
- Why did you not continue the culdesac? It appears Lots 4, 5, and 6 will continue using the same roadway, but will turn into a shared driveway.
- What is the grade on the driveways and road?
- Shared driveway agreements will be required and they must also be constructed prior to final plat approval so the fire department can approve the construction.
- Note 5 has a spelling correction "where" to "were".

ATTACHMENTS:

- Conditions of Approval
- Compatibility Evaluation
- Vicinity Map
- Aerial Map
- Assessor's Plat T.12N R.4E Section 4
- Preliminary Plat
- Pictures Taken June 25, 2020
- Comments

Conditions of Approval

1. The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein.
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
3. The final plat shall be recorded within two years or this permit will be null and void.
4. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.
5. All lighting must comply with the Valley County Lighting Ordinance.
6. Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site.
7. A shared road agreement shall be recorded for the private road and the shared driveways.
8. Shall have an agreement with Alpha Ditch that is a recorded document and noted on the face of the plat.
9. CCR's shall recommend firewise landscaping.
10. Shall not identify ditch as a trail or pathway on the plat.
11. Staff shall communicate to the Valley County Engineer that the Planning & Zoning Commission is concerned with the draw and potential drainage issues.
12. Shall participate financially and proportionally with neighbors to make improvements to Atkin Lane in a Road Maintenance Agreement if an association or cooperation is formed. This provision should be placed in the CCR's.
13. Shall place all irrigation easements on the plat. Shall also show the irrigation pipe to the Heunisch property.

END OF STAFF REPORT

Compatibility Questions and Evaluation

Matrix Line # / Use: 3

Prepared by: CH

YES/NO X Response Value

Use Matrix Values:

(+2/-2) -1 X 4 -4

1. Is the proposed use compatible with the dominant adjacent land use?

Agricultural

(+2/-2) +2 X 2 +4

2. Is the proposed use compatible with the other adjacent land uses (total and average)?

S.F. Subdivision

(+2/-2) +1 X 1 +1

3. Is the proposed use generally compatible with the overall land use in the local vicinity?

See #2 w/ Rural Residential

Site Specific Evaluation (Impacts and Proposed Mitigation)

(+2/-2) +1 X 3 +3

4. Is the property large enough, does the existence of wooded area, or does the lay of the land help to minimize any potential impacts the proposed use may have on adjacent uses?

Large parcel but with no vegetative screening.

(+2/-2) +2 X 1 +2

5.

Is the size or scale of proposed lots and/or structures similar to adjacent ones?

Yes - residential

(+2/-2) +1 X 2 +2

6. Is the traffic volume and character to be generated by the proposed use similar to the uses on properties that will be affected by proximity to parking lots, on-site roads, or access roads?

Similar in nature, but will increase the scope of impact to road.

(+2/-2) +2 X 2 +4

7. Is the potential impact on adjacent properties due to the consuming or emission of any resource or substance compatible with that of existing uses?

Yes - no emissions

(+2/-2) +1 X 2 +2

8. Is the proposed use compatible with the abilities of public agencies to provide service or of public facilities to accommodate the proposed use demands on utilities, fire and police protection, schools, roads, traffic control, parks, and open areas?

Impact to roads, traffic & open areas.

(+2/-2) +1 X 2 +2

9. Is the proposed use cost effective when comparing the cost for providing public services and improving public facilities to the increases in public revenue from the improved property?

Will increase taxes, but not enough funds to repair roads.

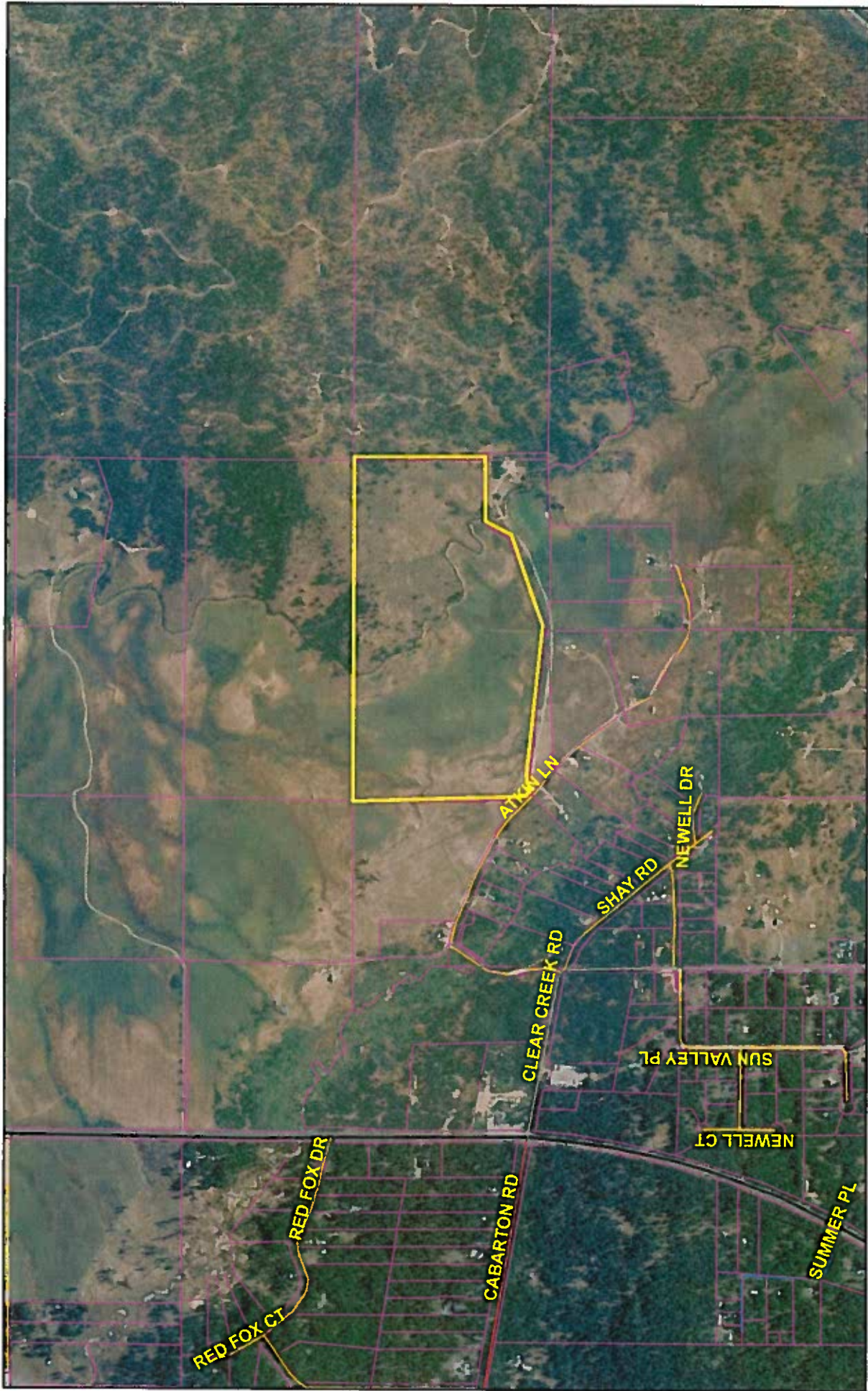
Sub-Total (+) 20

Sub-Total (-) 4

Total Score +16

The resulting values for each questions shall be totaled so that each land use and development proposal receives a single final score.

C.U.P. 20-10 vicinity



6/3/2020, 9:33:09 AM

1:18,056



C.U.P. 20-10 aerial



6/3/2020, 9:34:48 AM

Parcel Boundaries

All Road Labels Roads

Addresses

URBAN/RURAL

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.17 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

USDA FSA, GeoEye, Maxar | Valley County IT | IDWR | Idaho State Tax Commission | Valley County GIS

Web AppBuilder for ArcGIS

PRELIMINARY PLAT-CLEAR CREEK CROSSING SUBDIVISION

LOCATED IN A PORTION OF THE

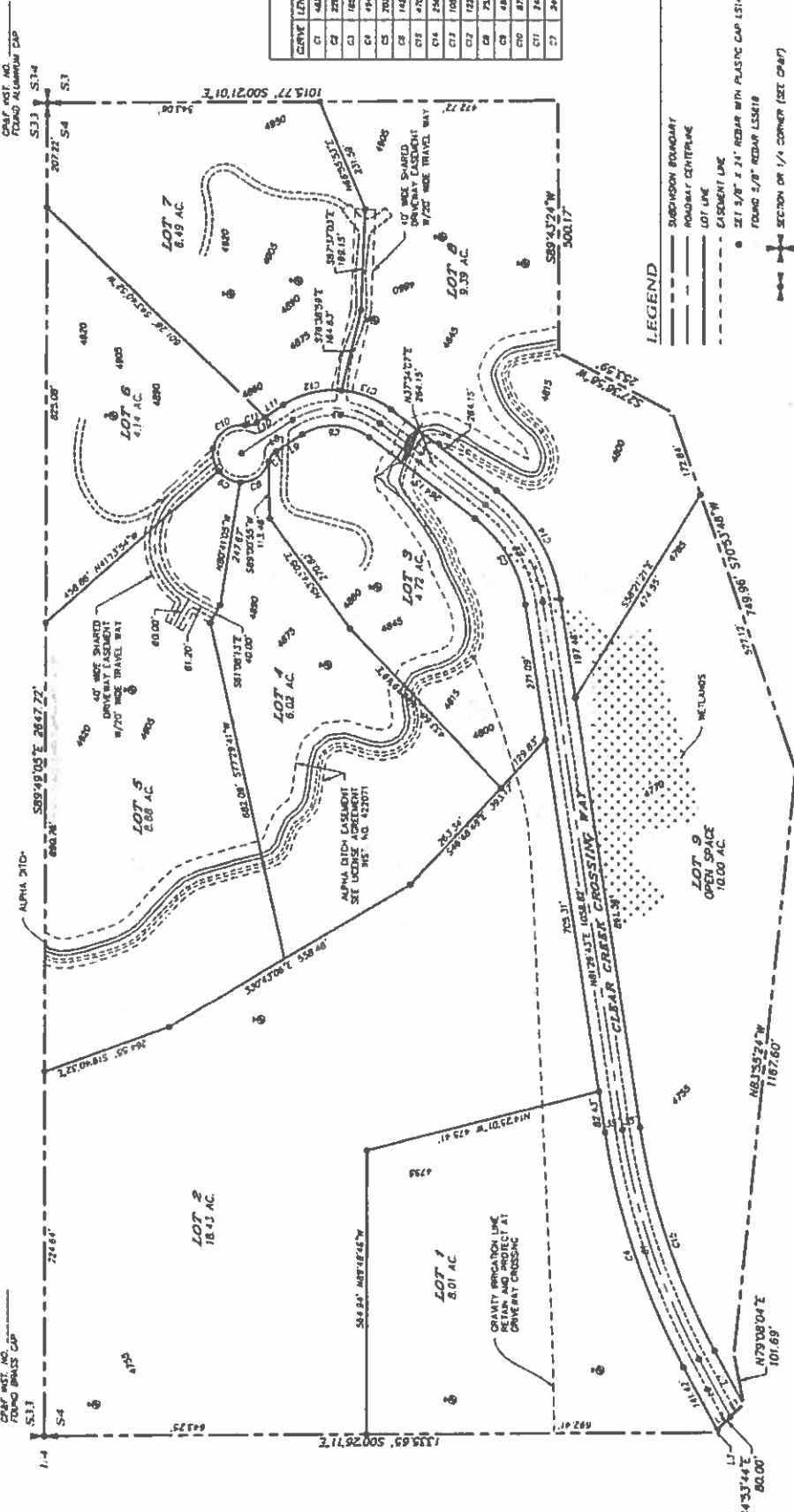
NE1/4 OF SECTION 4

T12N R4E, B.M., VALLEY COUNTY, IDAHO

2020

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE "TRUE" BEARINGS DETERMINED FROM A STATE PLANE (NAD 83) ESTABLISHED FROM A GPS NETWORK REFERENCED TO NAD 83 (2011) DATUM. BEARINGS ARE NOT TO BE INTERPRETED AS "MAGNETIC" BEARINGS UNLESS SHOWN OTHERWISE. "TRUE" BEARINGS ARE TO BE USED AT ALL TIMES.



LINE	LENGTH	BEARING
L1	36.34'	N44°33'44"W
L2	36.33'	N44°33'44"W
L3	8.00'	N44°33'44"W
L4	131.00'	N61°11'00"E
L5	120.50'	N61°11'00"E
L6	122.83'	N37°23'27"W
L7	63.13'	N37°23'27"W
L8	116.4'	N37°23'27"W
L9	111.43'	N37°23'27"W

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	48.75'	140.00'	19°33'24"	N71°30'17"E	80.00'
C2	228.74'	200.00'	43°32'36"	N69°30'23"E	224.17'
C3	189.31'	200.00'	70°48'38"	N67°12'37"E	172.75'
C4	494.81'	143.00'	10°15'24"	N71°34'01"W	182.37'
C5	702.84'	200.00'	43°32'36"	N69°30'23"E	188.80'
C6	142.07'	115.00'	72°46'39"	N67°12'37"E	132.77'
C7	476.68'	128.00'	10°15'24"	N71°34'01"W	182.35'
C8	254.34'	200.00'	43°32'36"	N69°30'23"E	230.37'
C9	108.87'	165.00'	38°43'55"	N67°12'37"E	104.28'
C10	122.86'	165.00'	38°43'55"	N67°12'37"E	122.82'
C11	75.86'	37.00'	78°33'28"	N37°23'27"E	70.39'
C12	48.75'	21.00'	90°00'43"	N37°23'27"E	48.19'
C13	81.80'	37.00'	88°18'38"	N37°23'27"E	78.37'
C14	74.72'	35.00'	87°27'37"	N37°23'27"E	74.30'
C15	34.92'	35.00'	87°27'37"	N37°23'27"E	34.30'

LEGEND

- SUBDIVISION BOUNDARY
- ROADWAY CENTERLINE
- LOT LINE
- EASEMENT LINE
- SECTION OR 1/4 CORNER (SEE CHART)
- CALCULATED POINT NO MONUMENT SET OR FOUND
- TESTHOLE LOCATION



NOTES

- UNLESS BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF ANY BUILDING PERMIT.
- UTILITY AND DRAINAGE EASEMENTS SHALL BE 20 FEET WIDE ON THE INTERIOR SIDE OF ALL LOT LINES ADJOINING ROADS AND SHALL FURTHER SERVE AS SHOW STORAGE AND REMOVAL.
- THERE SHALL BE NO FLAMMABLE DIVISION OF ANY LOT SHOWN ON THIS PLAT.
- THE LAND WITHIN THIS PLAT IS NOT WITHIN AN AEROSOL DISTRICT AS DEFINED IN IDAHO CODE §1-1003, AND THE REQUIREMENTS BY I.C. §1-1003 ARE NOT APPLICABLE.
- WETLANDS SHOWN HEREON WERE DELINEATED AUGUST 2018.
- ALL LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE PROVISIONS OF VALLEY COUNTY CONDITIONAL USE PERMIT NO. _____, ONLY ONE WOOD BURNING DEVICE ALLOWED PER LOT.

FLOOD PLAIN NOTE

FEMA FIRM PANEL(S) 15085C
FIRM EFFECTIVE DATE(S) 2/7/2019
FLOOD ZONE(S) ZONE X
BASE FLOOD ELEVATION(S) NA
FLOOD ZONE(S) ARE SUBJECT TO CHANGE BY FEMA & ALL LOTS WITHIN A FLOODPLAIN OR FLOOD HAZARD AREA SHALL BE SUBJECT TO TITLE 11 OF THE VALLEY COUNTY CODE.

CENTRAL DISTRICT HEALTH NOTES

- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
- NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN SANITARY RESTRICTION RELEASE.
- REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE FOR LOT 2 AND OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING OR SHEDS WHICH ARE NECESSARY TO THE PROTECTION OF PUBLIC HEALTH AND PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED AND THE RESTRICTIONS HAVE BEEN REMOVED FROM THE PLAT WITHIN SECTION 24-1234, IDAHO CODE BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DISTRICT HEALTH DEPARTMENT, EIS

DATE

POST. NO.

SHEET 1 OF 1
35 COTWITE TRAIL
CASCADIA, ID 83411
PHONE: (208) 634-4894
WWW.DUNNANDCURTIS.COM

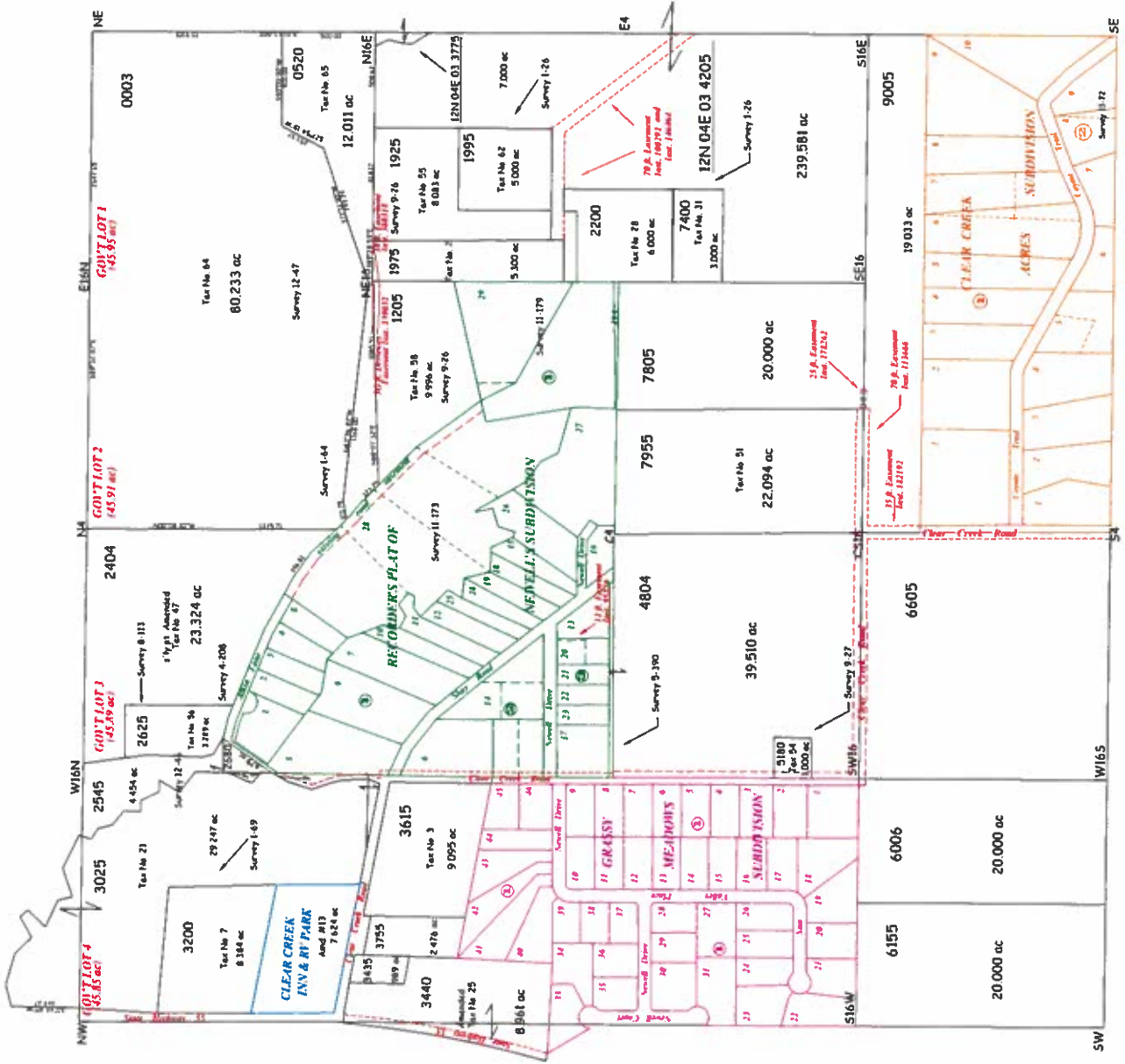


PLAT TITLE

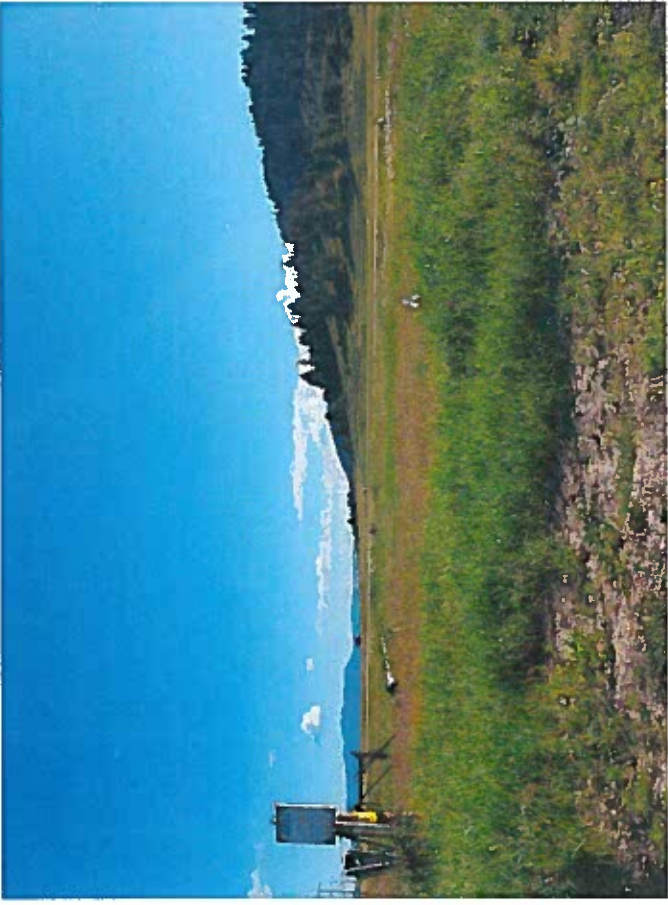
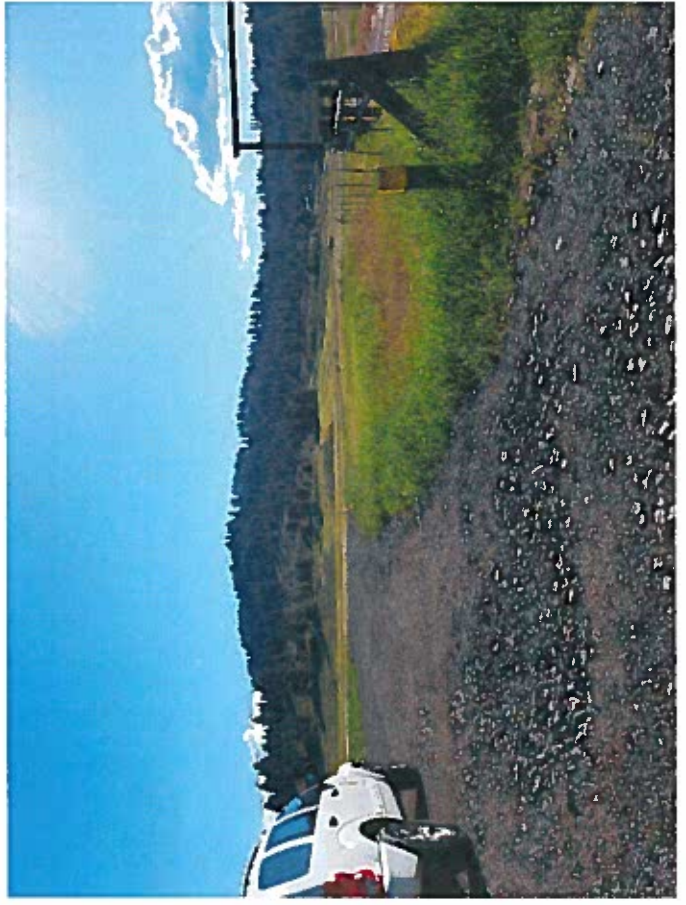
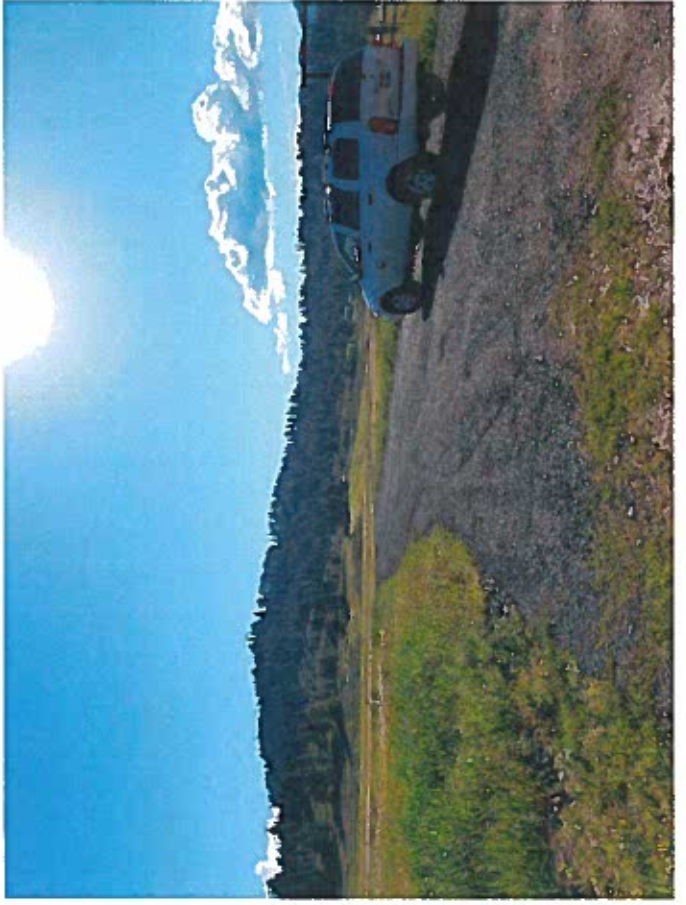
TWP. 12N R04E SEC. 04

VALLEY COUNTY
Assessor's Office
Cartography Dept.
Cascade, ID 83611

Filename:
C:\Users\valley\Documents\Valley County Base Map\
Scale: 1" = 400 ft.
Date: 9/29/17
Drawn by: S Probst



6-25-2020





CENTRAL DISTRICT HEALTH DEPARTMENT
Environmental Health Division

Return to:

- ☐ Cascade
☐ Donnelly
☐ McCall
☐ McCall Impact
☒ Valley County

Rezone # _____

Conditional Use # CUP 20-10

Preliminary / Final / Short Plat Clear Creek Crossing Sub

- ☐ 1. We have No Objections to this Proposal.
- ☐ 2. We recommend Denial of this Proposal.
- ☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- ☒ 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- ☒ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
☒ high seasonal ground water ☐ waste flow characteristics
☐ bedrock from original grade ☐ other _____
- ☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- ☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- ☐ 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
☐ central sewage ☐ community sewage system ☐ community water well
☐ interim sewage ☐ central water
☐ individual sewage ☐ individual water
- ☐ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
☐ central sewage ☐ community sewage system ☐ community water
☐ sewage dry lines ☐ central water
- ☐ 10. Run-off is not to create a mosquito breeding problem
- ☐ 11. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- ☐ 12. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- ☐ 13. We will require plans be submitted for a plan review for any:
☐ food establishment ☐ swimming pools or spas ☐ child care center
☐ beverage establishment ☐ grocery store

- ☒ 14. The application on file with CDH for this Sub is for
Five (5) lots. Applicant will need to update application, pay
additional fees, and conduct test holes. Reviewed By: an H.K.
on site. CDH will also need an engineering Date: 6/15/20
report.

June 24, 2020

Cynda Herrick
Planning and Zoning Administrator

Alpha Ditch Co. Inc. is requesting that our license agreement record #422071 dated July 19, 2019 between Alpha Ditch Co. and Green River Projects LLC., Nick Schlekeway, be used as it was in the original plat agreement with no changes with his new plat plan.

Alpha Ditch Co. Inc.

By 
Its President

Instrument # 422071

VALLEY COUNTY, CASCADE, IDAHO

7-19-2019 10:04:49 AM No. of Pages: 11

Recorded for : JAMES SHAW

DOUGLAS A. MILLER

Fee: 40.00

Ex-Officio Recorder Deputy

Index to: MISCELLANEOUS RECORD

CW

LICENSE AGREEMENT

This LICENSE AGREEMENT, is made and entered into this 18 day of July, 2019, by and between ALPHA DITCH COMPANY, INC., a ditch company organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "Ditch Company", and

GREEN RIVER PROJECTS, LLC, an Idaho limited liability company,
Whose address is: 4615 Emerald Street, Boise, Idaho 83706,

hereinafter referred to as the "Licensee",

WITNESSETH:

WHEREAS, the Ditch Company owns the irrigation ditch or canal known as the ALPHA DITCH (hereinafter sometimes referred to as "ditch or canal"), an integral part of the irrigation works and system of the Ditch Company, together with the easement therefor to convey irrigation water, to operate, clean, maintain, and repair the ditch or canal, and to access the ditch or canal for those purposes; and,

WHEREAS, the Ditch Company operates, cleans, maintains, repairs and protects the ditch or canal for the benefit of Ditch Company shareholders; and,

WHEREAS, the Licensee is the owner of real property that is servient to the Ditch Company's ditch or canal and easement, and is particularly described in the "Legal Description" and/or deed attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the ditch or canal crosses and intersects the real property described in Exhibit A as shown on the plans and/or aerial photograph, attached hereto as Exhibit B and by this reference made a part hereof; and,

WHEREAS, the Licensee desires a license to cross, encroach upon or modify said ditch or canal and/or the Ditch Company's easement under the terms and conditions of this License Agreement;

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth, the parties agree as follows:

A. The Ditch Company's Easement.

1. The Ditch Company's easement for the ditch or canal for this project is non-exclusive and includes a sufficient area of land to convey irrigation water, to operate, clean, maintain and repair the ditch or canal, and to access the ditch or canal for said purposes, and is a minimum of 25 feet from the top of bank on each side of the ditch or canal.

B. Scope of License

1. The Licensee shall have the right to modify the ditch or canal or encroach upon the Ditch Company's easement along the ditch or canal in the manner described in the "Purpose of License" attached hereto as Exhibit C and by this reference made a part hereof.

2. Any crossing, encroachment upon or modification of the ditch or canal and/or the Ditch Company's easement shall be performed and maintained in accordance with the "Special Conditions" stated in **Exhibit D**, attached hereto and by this reference made a part hereof. Any difference or discrepancy between the items listed in Exhibit C, "Purpose of License," and any plans or drawings referenced in or attached to Exhibit D shall be resolved in favor of Exhibit C. Licensee shall only be permitted to cross, encroach upon or modify the ditch or canal and/or the Ditch Company's easement as described in Exhibit C even if any plans or drawings referenced or attached to Exhibit D provide or show otherwise.

3. This License Agreement pertains only to the Licensee's crossing, encroachment upon or modification of the ditch or canal and/or the Ditch Company's easement for the purposes and in the manner described herein. The Licensee shall not excavate, discharge, place any structures, nor plant any trees, shrubs or landscaping within the Ditch Company's easement, nor perform any construction or related activity within the Ditch Company's easement for the ditch or canal except as referred to in this License Agreement without the prior written consent of the Ditch Company.

4. The Licensee recognizes and acknowledges that the license granted this License Agreement pertains only to the rights of the Ditch Company. The Ditch Company has no right or power to create rights in the Licensee affecting the holder of title to the property subject to the Ditch Company's easement. Any such rights affecting fee title must be acquired by the Licensee from the holder of title to the property. Should Licensee fail to obtain such rights from the holder of title to the property or should the rights obtained prove legally ineffectual, Licensee shall hold harmless, indemnify and defend the Ditch Company from any claim by any party arising out of or related to such failure of rights and at the option of the Ditch Company this License Agreement shall be of no force and effect.

C. Facility Construction, Operation, Maintenance and Repair

1. Licensee agrees that the work performed and the materials used in any construction permitted by this License Agreement shall at all times be subject to inspection by the Ditch Company and the Ditch Company's engineers, and that final acceptance of the such work shall not be made until all such work and materials shall have been expressly approved by the Ditch Company. Such approval by the Ditch Company shall not be unreasonably withheld.

2. Each facility ("facility" as used in this License Agreement means any object or thing installed by the Licensee on, over or in the Ditch Company's easement) shall be constructed, installed, operated, maintained, and repaired at all times by the Licensee at the cost and expense of the Licensee. Licensee agrees to construct, install, operate, maintain and repair each facility and conduct its activities within or affecting the Ditch Company's easement so as not to constitute or cause:

- a. a hazard to any person or property;
- b. an interruption or interference with the flow of irrigation water in the ditch or canal or the Ditch Company's delivery of irrigation water;
- c. an increase in seepage or any other increase in the loss of water from the ditch;
- d. the subsidence of soil within or adjacent to the easement;
- e. an interference with the Ditch Company's use of its easement to access, operate, clean, maintain, and repair the ditch or canal;
- f. any other damage to the Ditch Company's easement and irrigation works caused by work performed by Licensee on its facility.

4. The Licensee agrees to indemnify, hold harmless, and defend the Ditch Company from all claims for damages to the extent arising out of any of the Licensee's construction or activity which constitutes or causes any of the circumstances enumerated in the preceding paragraph, 3.a. through 3.f., or

any other damage to the easement and irrigation works to the extent caused by the construction, installation, operation, maintenance, repair, and any use or condition of any facility.

5. The Licensee shall, upon demand of the Ditch Company, remove any facility or repair any alteration of the Ditch Company's easement which interferes with the Ditch Company's operation and maintenance of the ditch or canal, or causes or contributes to any of the circumstances enumerated in the preceding paragraph, 3.a. through 3.f., or any other damage to the easement and irrigation works. The Ditch Company shall give reasonable notice to the Licensee, and shall allow the Licensee a reasonable period of time to perform such maintenance, repair, and other work, except that in cases of emergency the Ditch Company shall attempt to give such notice as is reasonable under the circumstances. The Ditch Company reserves the right to perform any and all work which the Licensee fails or refuses to perform within a reasonable period of time after demand by the Ditch Company. The Licensee agrees to pay to the Ditch Company, on demand, the costs which shall be reasonably expended by the Ditch Company for such purposes. Nothing in this paragraph shall create or support any claim of any kind by the Licensee or any third party against the Ditch Company for failure to exercise the options stated in this paragraph, and the Licensee shall indemnify, hold harmless and defend the Ditch Company from any claims made against the Ditch Company arising out of or relating to the terms of this paragraph, except for claims arising solely out of the negligence or fault of the Ditch Company.

D. Ditch Company's Rights Are Paramount

1. The Licensee understands and agrees that the ditch or canal is a manmade channel that was constructed and is used and maintained by the Ditch Company for the exclusive purpose of conveying irrigation water to lands within the Ditch Company.

2. The parties hereto understand and agree that the Ditch Company has no right in any respect to impair the uses and purposes of the irrigation works and system of the Ditch Company by this License Agreement, nor to grant any rights in its irrigation works and system incompatible with the uses to which such irrigation works and system are devoted and dedicated and that this contract shall be at all times construed according to such principles.

3. Nothing herein contained shall be construed to impair the ditch or canal or the Ditch Company's easement, and all construction and use of the Ditch Company's easement by the Licensee and the license herein provided therefor shall remain inferior and subservient to the rights of the Ditch Company to the use of the ditch or canal for the transmission and delivery of irrigation water.

4. The Licensee agrees that the Ditch Company shall not be liable for any damages which shall occur to any facility in the reasonable exercise of the rights of the Ditch Company in the course of performance of maintenance or repair of the ditch or canal. The Licensee further agrees to suspend its use of the said easement areas when the use of the easement areas is required by the Ditch Company for maintenance or repair under this or any other paragraph of this License Agreement. The Licensee and the Ditch Company shall reasonably cooperate to attempt to minimize the impacts of such maintenance or repair upon safe and efficient motoring and pedestrian traffic.

5. In the event of the failure, refusal or neglect of the Licensee to comply with all of the terms and conditions of this agreement, the license of the Licensee under the terms hereof may be terminated by the Ditch Company, provided the Ditch Company has provided reasonable written notice of any violation of this agreement to Licensee and reasonable time for Licensee to cure such breach. Any facility, structure, plant, or any other improvement in or over the ditch, and the right of way therefor, which impedes or restricts

the maintenance and operation of the ditch or canal by the Ditch Company may be removed by the Ditch Company.

E. Applicable Law and Jurisdiction Unaffected.

1. Neither the terms of this License Agreement, the permission granted by the Ditch Company to the Licensee, the Licensee's activity which is the subject of this License Agreement, nor the parties exercise of any rights or performance of any obligations of this License Agreement, shall be construed or asserted to extend the application of any statute, rule, regulation, directive or other requirement, or the jurisdiction of any federal, state, or other agency or official to the Ditch Company's ownership, operation, and maintenance of its canals, drains, irrigation works and facilities which did not apply to the Ditch Company's operations and activities prior to and without execution of this License Agreement.

2. In the event the Ditch Company is required to comply with any such requirements or is subject to the jurisdiction of any such agency as a result of this License Agreement or the Licensee's activity authorized hereunder, Licensee shall indemnify, hold harmless and defend the Ditch Company from all costs and liabilities associated with the application of such laws or the assertion of such jurisdiction or, at the option of the Ditch Company, this License Agreement shall be of no force and effect and the Licensee shall cease all activity and remove any facility authorized by this License Agreement.

F. Indemnification

Licensee agrees to indemnify, hold harmless and defend the Ditch Company from any injury, damages, claim, lien, cost and/or expense (including reasonable attorney's fees) incurred by, or asserted against, the Ditch Company to the extent caused by the acts or omissions of Licensee or its agents, contractors or subcontractors in performing the construction and activities authorized by this License Agreement.

G. Fees and Costs

1. The Licensee agrees to pay attorney fees and engineering fees charged by the attorney for the District or by the engineers for the District in connection with the negotiation and preparation of this License Agreement not to exceed \$500.00 without the written consent of the Licensee. Licensee further agrees to pay for the recording fees charged to record this agreement.

2. Should either party incur costs or attorney fees in connection with efforts to enforce the provisions of this License Agreement, whether by institution of suit or not, the party rightfully enforcing or rightfully resisting enforcement of the provisions of this License Agreement, or the prevailing party in case suit is instituted, shall be entitled to reimbursement for its costs and reasonable attorney fees from the other party.

H. Miscellaneous

1. No Claims Created. Nothing in this License Agreement shall support, or be interpreted as creating a claim of estoppel, waiver, prescription or adverse possession by the Licensee, Ditch Company, or any third party against the Ditch Company or Licensee. Further, none of the parties to this agreement, by executing this agreement, intends to benefit any third party not made a party to this agreement. This

License Agreement does not alter or impair any rights or obligations of either party under Idaho law, other than expressly set out herein.

2. Assignment. Neither this License Agreement nor any agreement entered pursuant to this License Agreement may be assigned or transferred without the prior written approval of the Parties, which approval shall not be unreasonably withheld. Provided, notwithstanding the provisions in paragraph H.5 of this License Agreement, the License Agreement may be assigned to a homeowner's association or similar organization made up of the owners of the property described on Exhibit A without additional written approval.

3. Amendment and Modification. Any amendment or modification of this License Agreement must be in writing and signed by all parties to be enforceable.

4. Interpreted. This License Agreement shall be interpreted and enforced in accordance with the laws of the State of Idaho. This License Agreement is not intended for the benefit of any third party and is not enforceable by any third party. If any provision of this License Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this License Agreement shall remain in full force and effect. The parties represent and warrant to each other that they each have authority to enter this License Agreement. The catchlines or section headings herein set forth are provided only for the convenience of the parties in locating various provisions of this License Agreement, and are not intended to be aids in interpretation of any provision of this License Agreement with respect to which the parties might disagree at some future time, and shall not be considered in any way in interpreting or construing any provision of the License Agreement.

5. Binding Effect. The covenants, conditions and agreements herein contained shall constitute covenants to run with, and running with real property of the Licensee described in Exhibit A, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Notices. Any and all notices, demands, consents and approvals required pursuant to this License Agreement shall be delivered to the parties as follows:

Alpha Ditch Company, Inc.
c/o June Fullmer
P.O. Box 566
Cascade, ID 83611

See page 1 for Licensee

Notices shall be deemed to have been delivered upon hand deposit in the United States mail as provided above.

6. Counterparts. This License Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Ditch Company has hereunto caused its name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors and the Licensee has caused its name to be subscribed, all as of the day and year herein first above written.

ALPHA DITCH COMPANY, INC.

By Jim Shaw
Its President
Vice Pres. Joe Kennedy

ATTEST:

Its Secretary

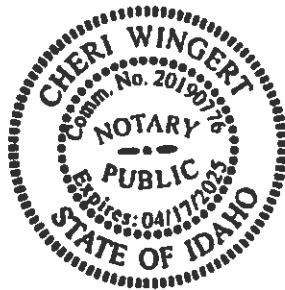
STATE OF IDAHO)

) ss:

County of Valley)

On this 18th day of July, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared James Shaw and Joseph Kennedy, known to me to be the President and Secretary, respectively, of ALPHA DITCH COMPANY, INC., the Ditch Company that executed the foregoing instrument and acknowledged to me that such Ditch Company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Notary Public for Idaho
Residing at Valley County Idaho
My Commission Expires: 4/18/19

Cheri Wingert

GREEN RIVER PROJECT, LLC, an Idaho limited liability company,

[Signature]
By: _____

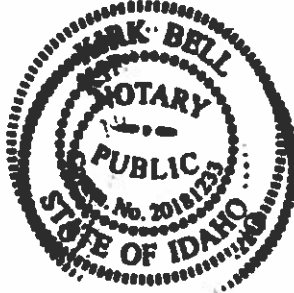
STATE OF IDAHO)

)ss.

County of Ada)

On this 6th day of June, 2019, before me, the undersigned, a notary public in and for said state, personally appeared Nick Schlekeway, known to me to be the manager of GREEN RIVER PROJECT, LLC, the entity that executed the foregoing instrument, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



[Signature]
Notary Public for Canyon
Residing at Nampa, ID
My Commission
Expires: 7/6/2024

EXHIBIT

A

Fodrea Land Group

Surveyors. Engineers.

P.O. Box 188, 105 N. Main, Cascade, Idaho 83611 Phone (208) 382-4902 Fax (208) 382-3410

www.fodrealandgroup.com

**80.23 Acres, NE1/4 Section 4,
T. 12 N., R. 4 E., B.M., Valley County, Idaho**

A parcel of land located in the NE1/4 of Section 4, T. 12 N., R. 4 E., B.M., Valley County, Idaho being more particularly described as follows:

Commencing at the north 1/4 corner of said Section 4, a found brass cap monument, CPF Inst. 165645, records of said Valley County, being the TRUE POINT OF BEGINNING.

Thence a bearing of S 89°32'07" E, a distance of 2647.65 feet to a brass cap monument, CPF Inst 158946, records of said Valley County, being the northeast corner of said Section 4: Thence a bearing of S 0°03'13" E, a distance of 1016.32 feet on the east boundary of said Section 4 to a set 5/8 inch rebar; Thence a bearing of N 90°00'00" W, a distance of 500.00 feet to a set 5/8 inch rebar; Thence a bearing of S 27°54'15" W, a distance of 253.57 feet to a set 5/8 inch rebar; Thence a bearing of S 71°11'05" W, a distance of 749.79 feet to a set 5/8 inch rebar; Thence a bearing of N 83°36'42" W, a distance of 1168.00 feet to a set 5/8 inch rebar; Thence a bearing of S 79°17'39" W, a distance of 101.78 feet to a set 5/8 inch rebar on the right-of-way boundary of Atkin Lane; Thence a bearing of N 44°37'35" W, a distance of 80.00 feet on said right-of-way boundary to a found 5/8 inch rebar; Thence a bearing of N 0°08'10" W, a distance of 1335.71 feet on the west boundary of said NE1/4 of Section 4 to the POINT OF BEGINNING.

Said described parcel of land contains 80.23 acres, more-or-less, together with and subject to rights-of-way and easements of record and/or use.

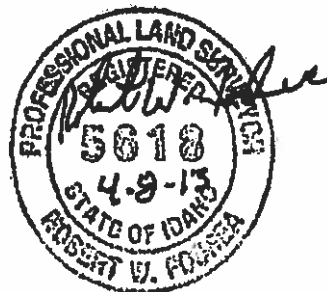


EXHIBIT B
Aerial Photograph

(See Exhibit D-1 Attached)

EXHIBIT C
Purpose of License

The purpose of this License Agreement is to:

1. pipe 60 feet of the ditch or canal in 6 foot squash pipe; and
2. construct and install a roadway, including roadway improvements, such as asphalt, over the above-referenced pipe and within the Ditch Company's easement,

all within Licensee's property described in Exhibit A, Clear Creek Crossing Subdivision in Valley County, Idaho. No other construction or activity is permitted within or affecting the ditch or the Ditch Company's easement.

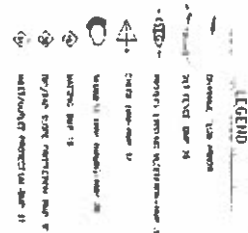
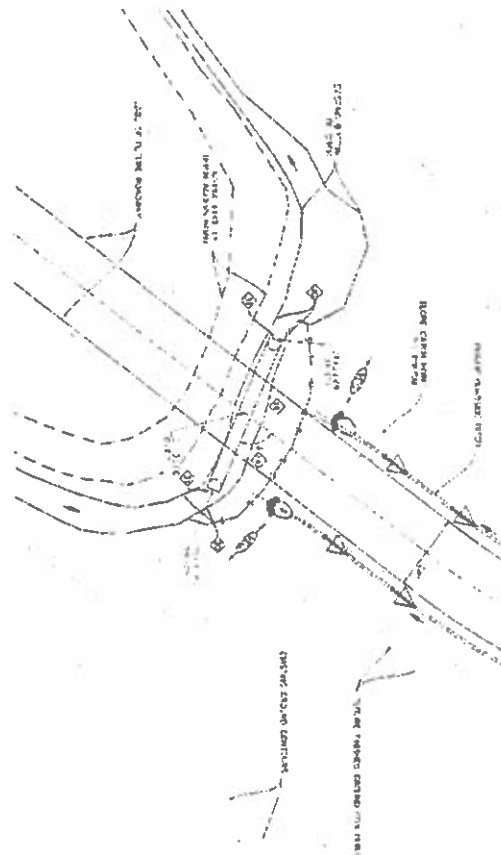
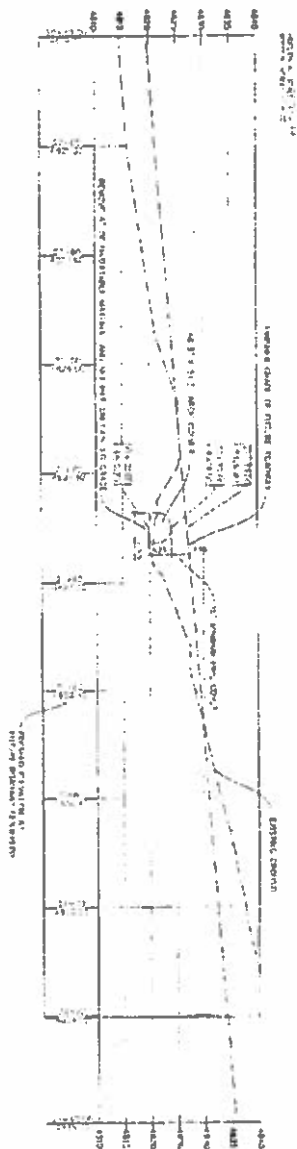
EXHIBIT D
Special Conditions

a. The construction described in Exhibit C shall be performed in accordance with Licensee's plans and specifications, which have been approved by the Ditch Company, and are attached hereto as Exhibit D-1 and by this reference incorporated herein.

b. Licensee shall notify the Ditch Company prior to and immediately after construction so that the Ditch Company or the Ditch Company's engineers may inspect and approve construction.

c. Licensee shall be responsible for operation, maintenance, and repair associated with the ditch which has been placed in pipe/culvert within the property described in Exhibit A, including rehabilitation or replacement of the pipe/culvert and rehabilitation of the Ditch Company's easement. Maintenance shall include, but not be limited to, the removal and disposal of silt, gravel, plant material, and all trash and debris which may accumulate in the pipe. Repairs shall include, but not be limited to, all repairs necessary to preserve the structural integrity and unobstructed flow of water through the ditch and prevent the loss of water from the ditch. If the Licensee shall fail in any respect to properly operate, maintain and repair such portion of the ditch, then the Ditch Company, at its option, and without impairing or in anyway affecting its other rights and remedies hereunder, shall have the right to perform the necessary maintenance and repairs and the Licensee agrees to pay to the Ditch Company, on demand, the cost or expense which shall be reasonably expended or incurred by the Ditch Company for such purposes. The Ditch Company shall give reasonable written notice to the Licensee and allow Licensee a reasonable opportunity to perform the necessary maintenance and repairs or other work prior to the Ditch Company's performing such maintenance, repair or other work except that in cases of emergency the Ditch Company shall attempt to give such notice as reasonable under the circumstances. Nothing in this paragraph shall create or support any claim of any kind by Licensee or any third party against the Ditch Company for failure to exercise the options stated in this paragraph, and Licensee shall indemnify, hold harmless and defend the Ditch Company from any claims made against the Ditch Company arising out of or relating to the terms of this paragraph except for claims arising solely out of the negligence or fault of the Ditch Company.

f. Piping/tiling of the ditch shall be completed during the non-irrigation season when water is not flowing in the ditch. Provided, however, Licensee may pipe/tile the ditch during the irrigation season, while irrigation water is flowing in the ditch, so long as Licensee provides the Ditch Company an acceptable plan to not the impact of the flow of water during construction or deliveries to Ditch Company shareholders, and said plan is approved, in writing, by the Ditch Company. Approval will not be unreasonable withheld. All other construction shall be completed within one year from the date of this Agreement. Time is of the essence.

[illegible]



**CASCADE RURAL FIRE PROTECTION DISTRICT
P.O. Box 825
CASCADE, ID 83611-0825
109 EAST PINE STREET
(208) 382-3200
FAX
(208) 382-4222**

January 24, 2019

To: Valley County Planning and Zoning

RE: Clear Creek Crossing Subdivision

After review, CRFPD will require the following for water supply.

- One 10,000 gallon fire suppression water storage tank. Design specification and tank placement plans must be submitted to CRFPD for review and approval prior to installation. Section 507.1-507.2 IFC 2015
- Fire suppression storage tank must be inspected and approved by CRFPD personnel prior to building permits being issued.

Please call if you any questions

Steven Hull
Fire Chief
Cascade Rural Fire Protection District
208-382-3200
steve@cascaderuralfire.com



Cascade Rural Fire Protection District

P.O. Box 825

Cascade, ID 83611-0825

109 East Pine Street

(208) 382-3200

FAX

(208)382-4222

December 5, 2018

To: Valley County Planning and Zoning

RE: Clear Creek Crossing Subdivision

After reviewing the preliminary plat, the road width and the cul-de-sac diameter, the cul-de-sac shows to have a radius of 47' and a diameter of 94'. The width of the roads meets International Fire Code Standards, but the cul-de-sac does not. International Fire Code states that it shall be 96'.

- **Appendix D Fire Apparatus Access Roads figure D103.1, Dead-End Fire Apparatus Access Road Turnaround.** Appendix D is attached.

The other concern that the Fire Department has is Atkin Ln. This road is a narrow single lane road to begin with and there is a possibility that the heavy equipment and truck traffic during construction of this subdivision could put Atkin Ln in poor condition making it hard for Emergency Service Vehicles to respond to the existing residents located on this road.

Please contact me with any questions.

Steven Hull

Fire Chief

Cascade Rural Fire Protection District

steve@cascaderuralfire.com

APPENDIX D

FIRE APPARATUS ACCESS ROADS

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

SECTION D101 GENERAL

D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the *International Fire Code*.

SECTION D102 REQUIRED ACCESS

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds (34 050 kg).

SECTION D103 MINIMUM SPECIFICATIONS

D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.

Exception: Grades steeper than 10 percent as *approved* by the fire chief.

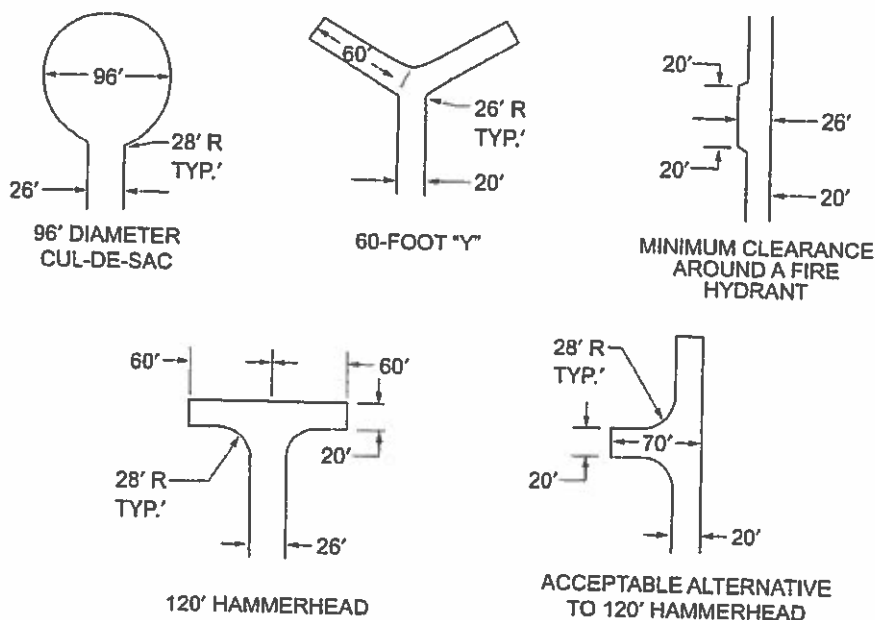
D103.3 Turning radius. The minimum turning radius shall be determined by the *fire code official*.

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

**TABLE D103.4
REQUIREMENTS FOR DEAD-END
FIRE APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

For SI: 1 foot = 304.8 mm.



For SI: 1 foot = 304.8 mm.

**FIGURE D103.1
DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND**

From: "Kelly Copperi" <kellycopperi@co.valley.id.us>
To: "Lori Hunter" <lhunter@co.valley.id.us>, "Cynda Herrick" <cherrick@co.valley.id.us>
Date: 01/08/2019 13:53
Subject: Re: proposed name - Clear Creek Crossing Subdivision

Lori,

Isn't this a violation of the standards? I thought it was a minimum amount of words? Also, this is a really long name and sounds confusing. If I had a vote, I would vote no. My biggest problem with it, is that it's not off of Clear Creek Rd in anyway, so that also does not seem to flow with the norm.

Sgt. Kelly Copperi
Valley County Sheriff's Office
Communications Supervisor
Phone: 208-382-5160
Fax: 208-382-7171
Cell: 208-630-3566

I am not a product of my circumstances. I am a product of my decisions.

Stephen Covey (1932-2012) - American educator, author, and businessman

From: "Lori Hunter" <lhunter@co.valley.id.us>
To: "Kelly Copperi" <kellycopperi@co.valley.id.us>, "June Fullmer" <jfullmer@co.valley.id.us>, "Laurie Frederick" <lfrederick@co.valley.id.us>
Date: Tue, 08 Jan 2019 12:59:48 -0700
Subject: proposed name - Clear Creek Crossing Subdivision

Clear Creek Crossing Subdivision application will be discussed during a P&Z public hearing on February 14, 2019. The proposed road name is Clear Creek Crossing Way. Do you have any comments on the proposed names for the subdivision and road? I've attached the agenda and maps.

Thanks.

RECEIVED

JUN 29 2020

From: Sandy Heunisch

24 Atkin Ln.

Cascade, ID 83611

To: Cynda Herrick, Planning & Zoning Administrator

Dear Cynda Herrick :

The Clear Creek Crossing last Plat does not address the protection needed for my irrigation pipeline bringing water to the south pasture of my farm and small business as I was told it would.

I am requesting the following changes and additions to the Platt.

1) The plat states : irrigation line retain and protect at driveway crossing.

I ask this verbage be changed to [The irrigation line easement be a minimum of 15 feet. Starting at the eastern boundary of the Alpha Ditch and continuing across the Clear Creek Crossing property to the western boundary at the property line of Sandy Heunisch farm. This easement will follow the exact placement of the pipe as it is today, 6/29/20. Also include the coordinates of the pipe the dunn land survey has determined for every 60 feet of the irrigation line, eastern boundary to western boundary. (As a side note this irrigation pipe has been located across this property for 40 years +).

2) Lot 1 has a road that will cross over my irrigation pipe. I am asking that the property owner Sandy Heunisch not be responsible for any road removal or replacement needed to repair the irrigation ditch be stated and proper installation of road to protect pipe be followed.

3) The fencing on the western and northern boundaries of the Clear creek Crossing Subdivision will only require the property owner of the Sandy Heunisch farm to be one half responsible along with the Clear Creek Crossing subdivision for the barb wire protective fencing to keep cattle from entering the subdivision, Idaho law. Any special residential fencing desired by property owners will be at their expense.

Thank you Planning and Zoning Commission for hearing my plea. This irrigation pipe is essential for my small farm business.

Sincerely,

Sandy Heunisch