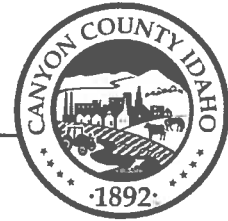


**Canyon County Board of County Commissioners**  
**Black Acres Subdivision, SD2019-0020**  
Development Services Department



**FINDINGS, CONCLUSIONS, CONDITIONS, ORDER**

Preliminary Plat – Black Acres Subdivision – SD2019-0020

**Findings**

1. The applicant, Guy Jones of Alliance Building LLC, representing the owner, Steve and Verta Black, submitted a Preliminary Plat for Black Acres Subdivision with Utility plan (SD2019-0020). The vacant 18.46 acre property is located near the intersection of Cemetery Road and Purple Sage Road; also referenced as a portion of the NE ¼ of Section 36, Township 5N, Range 3W, Canyon County, Idaho.
2. The property is currently zoned “R-R” (Rural Residential). The applicant submitted an application to rezone the parcel to an “R-1” (Single Family Residential) zone (RZ2019-0019). The zone is being reviewed concurrently with the subdivision application.
3. The subdivision contains 26 residential lots, 1 common lot (sewer pump station) and 1 road lot (private road) on approximately 18.46 acres (Attachment A). In accordance with CCZO Section 07-17-31(1), the subdivision submittal included a reduction of the private road lot from 60’ to 50’ wide. The reduction meets the required findings (CCZO Section 07-10-03(1)D).
4. The average residential lot size of 0.50acres.
5. The proposed preliminary plat and irrigation plan is in conformance with CCZO Article 17, Idaho Code, Sections 67-6512, 6509 and 6535 (Subdivisions, Hearings, Decisions, and Idaho Code, Sections 50-1301 through 50-1329 (Platting) and Idaho Code, Section 31-3805 (Irrigation). CCZO Section 07-17-09 consists of required information the preliminary plat must contain. Upon review by DSD Staff and Keller Associates, Ryan Morgan (Exhibit 2, Attachment C), the preliminary plat is consistent with the requirements subject to conditions.
6. The property is located within the Middleton City area of impact.
7. The subject property is located within Black Canyon Irrigation District and has 17.5 acre feet of water shares available. Each residential lot will be served by pressurized irrigation. The development of the subdivision includes improvements to the lateral as requested by the Black Canyon Irrigation District (Attachment F).
8. The development will be served by Middleton city services (Attachment B and D).
9. The subject property is located within the Canyon Highway District #4. Canyon Highway District #4 requires the development to meet all highway district requirements including frontage improvements and in-lieu fees (Attachment E). However, required highway district fees will be waived if the applicant pays a transportation impact fee to the City of Middleton.
10. The development is not located within a mapped floodplain (Flood Zone X).
11. The record includes all testimony, the staff report, exhibits, and documents in Case File No. SD2019-0020.
12. Notice of the public hearing was provided in accordance with CCZO §07-05-01. Agency notice was provided on November 6, 2019, JEPANotice on November 6, 2019, Newspaper notice was provided on November 8, 2019 property owners within 300’ were notified by mail on November 15, 2019, and the property was posted on November 18, 2019.
13. On October 3, 2019, The Planning and Zoning Commission recommend approval of the preliminary plat with utility plan.

**Conclusions of Law**

Section 07-17-09(5) of the Canyon County Zoning Ordinance (CCZO) states:

- A. *“The board shall consider the commission's recommendation at a noticed public.”*

- On October 3, 2019, The Planning and Zoning Commission recommend approval of the preliminary plat with utility plan.
- B. *“The board shall base its findings upon the evidence presented at the board's public hearing, and within thirty (30) calendar days declare its findings. It may sustain, modify or reject the recommendations of the commission and make such findings as are consistent with the provisions of this chapter and the Idaho Code. The findings shall specify:*
1. *The ordinance and standards used in evaluating the application;*
  2. *The reasons for recommending the approval, conditional approval, modification, or denial; and*
  3. *If denied, the actions, if any, that the applicant could take to gain approval of the proposed subdivision.”*



**Conditions of Approval**

1. All subdivision improvements and amenities shall be bonded or completed prior to the Board of County Commissioner’s signature on the final plat.
2. Comments provided by Keller Associates, dated August 22, 2019 (Attachment C) shall be provided, reviewed and deemed met prior to approval of final plat.
3. All Black Canyon Irrigation District requirements and improvements shall be met prior to final plat approval (Attachment F).
4. The development shall comply with City of Middleton connection to city services requirements prior to final plat approval (Attachment D).
5. The development shall comply with requirements and conditions of Canyon Highway District #4 prior to final plat approval (Attachment E). Prior to Canyon Highway District #4 signing of the final plat, all city impact fees required by the City of Middleton related to transportation improvements (Attachment D) must be paid. If not, all required frontage improvements and/or collection of in-lieu fees shall be completed prior to Canyon Highway District #4 approval of the final plat.
6. A Water User’s Maintenance Agreement (WUMA) for all lots within the development which shall be recorded with the Canyon County Recorders’ Office prior to the Board signing the Final Plat.
7. A Road User’s Maintenance Agreement (RUMA) for all lots accessing the private road (Road Lot) which shall be recorded with the Canyon County Recorders’ Office prior to the Board signing the Final Plat.
8. The private road, Lot 4, shall be constructed in accordance with CCZO Section 07-10-03(3) prior to final plat approval.
9. The applicant shall adhere to time limitation to submit a final plat pursuant to §07-17-13(7) Canyon County Zoning Ordinance.

**Order**

Based upon the Findings of Fact, Conclusions of Law contained herein for Case No. SD2019-0020, the Board of County Commissioners **approves** the Preliminary Plat with Irrigation and Drainage Plan for Black Acres Subdivision (SD2019-0020), subject to the Conditions of Approval as enumerated herein.

APPROVED this 26 day of November, 2019.

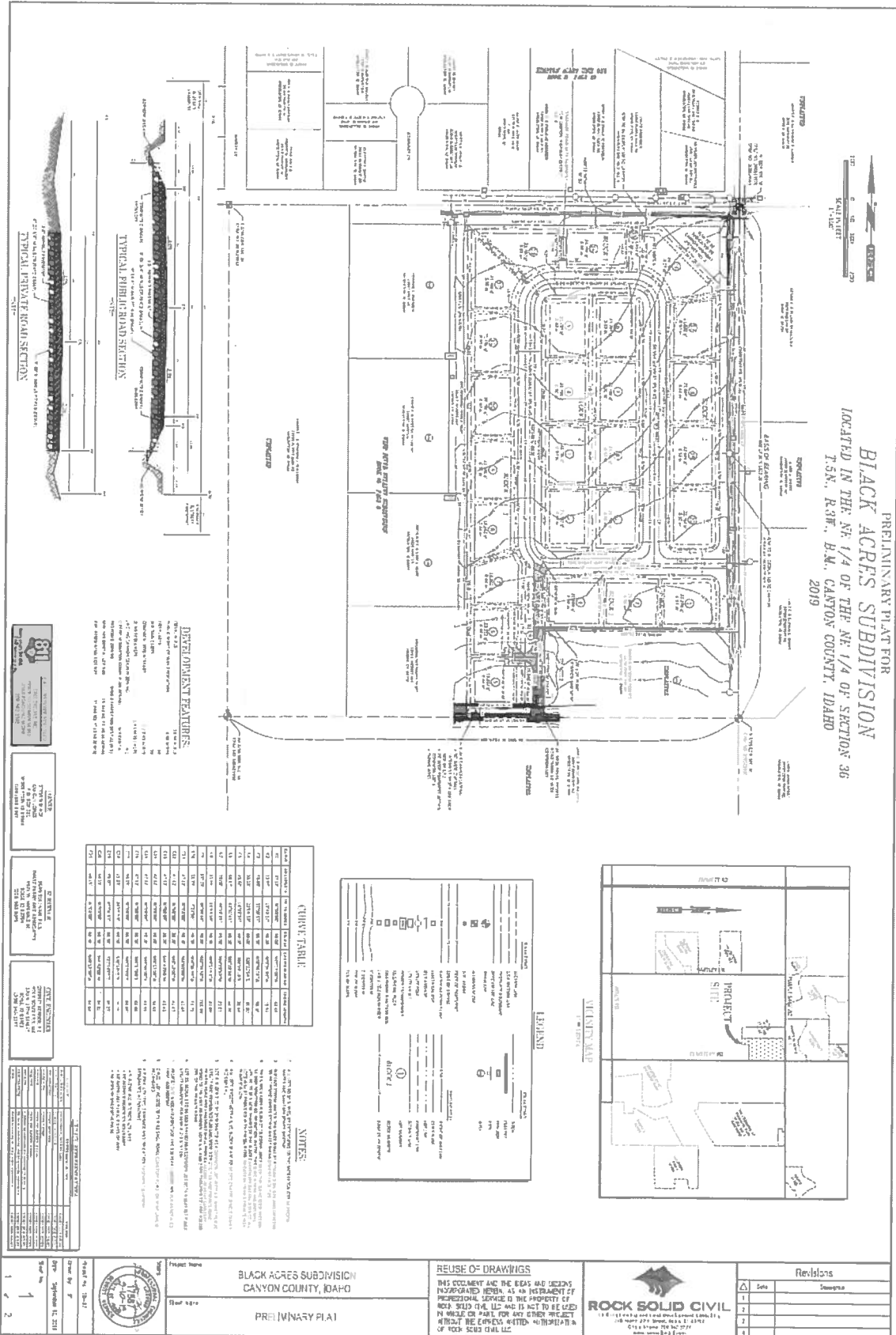
	Yes	No	Did Not Vote
<u></u> Commissioner White	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u></u> Commissioner Dale	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>unavailable for signature</u> Commissioner Van Beek	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attest: Chris Yamamoto, Clerk

By:   
Deputy

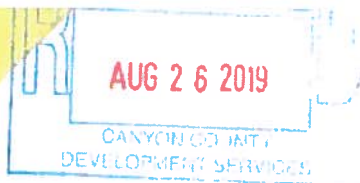
Date: 11/26/19

ATTACHMENT A





**KELLER**  
ASSOCIATES



Meridian, ID 83642  
(208) 288-1992

August 22, 2019

Mr. Dan Lister  
Canyon County Planner  
Development Services Department  
111 North 11<sup>th</sup> Ave. #140  
Caldwell, Idaho 83605

**Re: Black Acres Subdivision Preliminary Plat Application**

Dear Mr. Lister:

Keller Associates, Inc. has reviewed the Preliminary Plat for the Black Acres Subdivision dated April 2, 2019. We reviewed the applicant's package for conformance with the Canyon County Code Ordinance Article 17. We have the following comments in order for the applicant to satisfy the County's requirements:

1. Provide label and direction of flow for lateral at the southern property boundary adjacent to lots 1, 2 and 3.
2. Provide a statement for the type of proposed irrigation system in plat notes.
3. Historic irrigation lateral, drain, and ditch flow patterns shall be maintained unless approved in writing by the local irrigation district or ditch company.
4. Finish grades at subdivision boundaries shall match existing finish grades. Runoff shall be maintained on subdivision property unless otherwise approved.
5. Easements for sewer/water facilities will be required where placed outside of public right of way.
6. Propose a short-term plan that will protect the roadside swales from disturbance as a result of home construction on individual lots. How will the swales be protected / repaired?
7. Prior to final plat approval, provide a long-term plan for protection and maintenance of roadside swales (i.e. planting of trees, filling / regrading swale, and damage as result of roadside parking).
8. Plat shall comply with requirements of the local highway district.
9. Plat shall comply with irrigation district requirements.
10. Plat shall comply with Southwest District Health requirements.

We recommend that the **conditions one and two listed above be addressed prior to approval of the Preliminary Plat.** Any variance or waivers to the Canyon County standards, ordinances, or policies must be specifically approved in writing by the County. Approval of the above-referenced

Preliminary Plat, when granted, does not relieve the Registered Professional Land Surveyor or the Registered Professional Engineer of those responsibilities.

If you have any questions, please do not hesitate to call Keller Associates at (208) 288-1992.

Sincerely,

**KELLER ASSOCIATES, INC.**

A handwritten signature in black ink, appearing to read "Ryan V. Morgan", written over a horizontal line.

Ryan V. Morgan, P.E.  
County Engineer

cc: File

ATTACHMENT D

CITY OF MIDDLETON



P.O. Box 487, 1103 W. Main Street, Middleton, ID 83644  
208-585-3133 Fax (208) 585-9601  
citmid@middletonidaho.us  
www.middleton.id.gov

June 11, 2019

Canyon County  
Development Services Department  
111 N. 11<sup>th</sup> Avenue, Suite 140  
Caldwell, Idaho 83605

Re: RZ2019-0019 Black Acres Subdivision

Dear Commissioners:

This letter is in response to your agency notification for the above-referenced application. The subject property is inside Middleton's area of city impact and approximately 450' from the closest city limits.

The City agrees to development not contiguous to city limits (without possible immediate annexation) with developer extension of municipal water, sanitary sewer, storm drainage, vehicular and pedestrian transportation systems in an orderly manner. Allowing development not contiguous to city limits but in the path of orderly growth is responsible to taxpayers of publicly funded facilities with the development being financially responsible to extend municipal services and systems.

City 12" domestic water and 12" sanitary sewer services are approximately 1,350' east of Cemetery Rd. along the south side of Purple Sage Rd. in the public road right of way.

The City is not requesting road and/or public park improvements as long as the development pays dwelling unit costs to the city to cover those associated costs.

If the County approves the application, the City requests it be with the following conditions or development agreement provisions:

Connect to City domestic water and sanitary sewer systems currently along the south side of Purple Sage Rd. adjacent to the Crossings at Meadow Park subdivision and extend it to and through the project within public right of way, including within the roadways throughout the subdivision.

Dedicate enough land along the southwest corner of Purple Sage and Cemetery Rd. to allow for a traffic-control improvement in that area in the future. Dedicate to the road jurisdiction a fifty-foot wide road right-of-way along the south side of Purple Sage Rd. and west side of Cemetery Rd. along the subdivision frontage and construct an eight-foot-wide detached asphalt pathway in this road right-of-way.

Allow only one subdivision access road onto Cemetery Rd. with none along Purple Sage Rd. for the 26 residential lots.

Costs per dwelling unit of \$1,434 for transportation and \$1,484 for park improvements to be paid to the City prior to approval of the final plat.

Consent to annex to the City when the property is contiguous to City limits.

Please let me know if you would like additional information.

Sincerely, *Bruce Bayne*

Bruce Bayne  
Planning & Zoning Official  
[bbayne@middletoncity.com](mailto:bbayne@middletoncity.com)



## INFRASTRUCTURE CONSTRUCTION AND ANNEXATION AGREEMENT

This Infrastructure Construction and Annexation Agreement (**Agreement**) is entered into and effective this  8<sup>th</sup>  day of July, 2019 by and between the City of Middleton, an Idaho municipal corporation at 1103 W Main St., PO Box 487, Middleton, Idaho 83644 (**City**) and Black Acres Development LLC, an Idaho limited liability company at 12848 Purple Sage Road, Middleton, Idaho 83644 (**Developer**).

### RECITALS

WHEREAS, the City of Middleton is a municipal corporation created pursuant to the laws of the State of Idaho and has the power to enter into contracts and to provide public utilities as provided by Idaho Code Title 50, Chapter 3;

WHEREAS, the Developer owns that certain real property, at the southwest corner of Purple Sage Road and Cemetery Road intersection, described in **Exhibit A** attached hereto and incorporated herein (**Property**), that Developer is subdividing through Canyon County Development Services Department in;

WHEREAS, the Property is situated in unincorporated Canyon County, Idaho, noncontiguous to and about one-half mile west of the City's corporate boundary in the City's area of city impact;

WHEREAS, the Developer desires and intends the Property to be annexed to the City as soon as any part of the Property is contiguous to the City's corporate limits;

WHEREAS, the Developer desires and intends to subdivide and develop the Property as residential lots of approximately two (2) per acre in size with culinary water and sanitary sewer systems and services provided by the City (**Black Acres Subdivision**);

WHEREAS, the City desires and intends to annex the Property when the Property is contiguous to the City's boundary, and to provide municipal transportation and utility services to the Property and the surrounding area; and

WHEREAS, the City and Developer have negotiated the mutually-acceptable terms and conditions to accomplish the parties' respective desires and intents.

INFRASTRUCTURE CONSTRUCTION AND ANNEXATION AGREEMENT

Page 1 of 5

## TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of Ten Dollars and other valuable consideration received by the parties, the sufficiency of which is hereby acknowledged, the City and Developer agree as follows.

### Section One, Recitals Incorporated.

The "Recitals" above are incorporated here as if restated in full.

### Section Two, The Project.

The Developer shall design, submit for City review, and construct the following infrastructure according to the City-approved plans: approximately 1,400 lineal feet of 12-inch diameter water, and pressurized sewer pipe of appropriate diameter, fittings, etc. from the Purple Sage Rd./Crossings Ave. intersection to the Property; Developer shall dedicate to Canyon Highway District No. 4 a 50-foot "Half-Width" right-of-way along Cemetery and Purple Sage roads, and is not required by the City to widen Cemetery or Purple Sage roads; construct an eight-foot wide detached asphalt pathway in the 50-foot right-of way; and dedicate right-of-way for future intersection control at the Purple Sage/Cemetery intersection (**Project**).

Section Three, Dedicate Public Systems to the Public For Future Maintenance. When construction of infrastructure is complete, as indicated by the City's delivery to the Developer of a City-signed Notice of Completion, the Developer shall dedicate the sewer and water improvements to the City and the transportation improvements to Canyon Highway District No. 4 on a signed and recorded final plat, or a separate conveyance instrument if the final plat is not signed and recorded.

Section Four, Representations, Warranties. The parties represent and warrant to each other as follows.

- A. Developer will construct Project infrastructure improvements according to approved plans based on the Idaho Standards for Public Works Construction (ISPWC) and Middleton Supplement to the ISPWC. Developer warrant the Project against defects in workmanship or mechanical components for a period of one (1) year following the City's acceptance of infrastructure improvements into the City's system, i.e., the date Back Acres Subdivision final plat is filed for record at Canyon County, Idaho.
- B. The City guarantees it has adequate capacity of existing City culinary water, sanitary sewer, city park, and transportation systems to serve all residential lots in Black Acres Subdivision.
- C. The Developer owns the Property and, when all or any portion of it becomes contiguous to City limits, the Developer will apply to annex the Property to the City of Middleton.

- D. The Developer and City will enter into an agreement wherein the City will collect late-comer fees according to the formula in Middleton City Code 1-17-1 from developers who utilize the Project but do not financially participate in its construction and distribute those late-comer fees to the Developer as reimbursement for some of Developer's off-site infrastructure construction costs.
- E. Time is of the essence for party-performance of each obligation in this Agreement, and the City and Developer agree to cooperate with each other implementing the provisions of this Agreement.
- F. Annexation.

1. The Developer agrees not to annex into any city other than the City of Middleton. Within 30 calendar days of the Property becoming contiguous with the City's corporate limits, the Developer shall file with the City an application to annex the entire Property, others will need to sign the application if they own a portion of the Property, i.e., lots in Black Acres Subdivision. The City has, by entering into this Agreement, manifest its intent to annex the Property according to the terms and conditions of this Agreement.

2. Upon accepting the Developer's annexation application, the City shall promptly process the application and adopt an annexation and zoning ordinance(s) that preserves residential zoning and land use, and the Developer's development rights, including development plans previously approved by Canyon County, Idaho.

3. This Agreement and Developer's construction of municipal infrastructure, as well as connection to the City's municipal sewer and water systems, is deemed consent to annex to the City as described in Idaho Code Section 50-222.

- G. The City represents that the mayor is authorized to sign this Agreement pursuant to 50-607 and the Council is authorized to approve the Agreement. The Developer represents that meetings and votes required by its organization have occurred and the signor below is authorized to sign for the Developer.

Section Five, Binding Effect. This Agreement is binding upon and benefits the parties and their respective successors and assigns and burdens the Property for the Project.

Section Six, Notices. Unless otherwise notified in writing, all notices, requests and demands shall be in writing personally delivered to or mailed by United States certified mail, postage prepaid and return receipt requested, as to:

For the City:           City of Middleton  
                                  1103 W. Main Street  
                                  P.O. Box 487  
                                  Middleton ID 83644

For the Developer: **Black Acres Development LLC**  
12848 Purple Sage Road  
Middleton ID 83644

Section Seven, No Third-party Beneficiaries. This Agreement involves only the contracting parties that signed it and shall not be construed to create any rights in any person who is not a signing party. No person or entity may claim the status of a third-party beneficiary of this Agreement.

Section Eight, Waiver. Waiver of required performance on one or more occasions by one or more of the parties shall not constitute a course of dealing to be relied, or a waiver or relinquishment of a party's right to subsequently enforce the obligation, but the obligation shall continue in full force and effect.

Section Nine, Headings. All headings in this Agreement are for organization and not substantive so shall not be used to interpret the Agreement's content.


Section Ten, Recording. A copy of this Agreement and any amendment to this Agreement shall be recorded in the Recorder's office for Canyon County, Idaho.

Section Eleven, Entire Agreement and Amendments in Writing. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and the City relative to the subject matter of this Agreement, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those that are set out in this Agreement. All amendments to or termination of this Agreement must be in writing signed by the parties and filed at the Recorder's Office, Canyon County, Idaho.

Section Twelve, Curing Default. The parties to this Agreement reserve a right to cure any default under this Agreement within 30 calendar days from the date of written notice of the default.

Section Thirteen, Severability. If any provision of this Agreement is held invalid by a court of a competent jurisdiction, the provision shall be deemed to be excised from this Agreement and the other provisions remain valid.

**BLACK ACRES DEVELOPMENT, LLC**

  
\_\_\_\_\_  
STEVE D. BLACK

  
\_\_\_\_\_  
VERTA L. BLACK

**THE CITY OF MIDDLETON**

  
\_\_\_\_\_  
DARIN TAYLOR, MAYOR

**ACKNOWLEDGEMENT**

STATE OF IDAHO )  
 ) s.s.  
 County of County )

On the 8<sup>th</sup> day of July 2019 before me a Notary Public in and for said County and State personally appeared **Steve D. Black and Verta L. Black** known or identified to me to be the individuals whose names are subscribed to the within instrument and acknowledged to me they are managers of Black Acres Development LLC signed above as managers of Black Acres Development LLC.

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



STATE OF IDAHO )  
 ) s.s.  
 County of Canyon )

On the 8<sup>th</sup> day of July 2019 before me a Notary Public in and for said County and State personally appeared **Darin Taylor** known or identified to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he is the Mayor of the City of Middleton and signed above as Mayor of the City of Middleton.

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



DAVID EVANS  
AND ASSOCIATES INC

DESCRIPTION FOR  
STEVEN BLACK  
ANNEXATION PARCEL

The following describes a parcel of real property lying within the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 36, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

Commencing at the East 1/16 corner between Section 25 and said Section 36; Thence, along the north boundary line of said NE1/4 NE1/4, North 89°51'43" East, 619.71 feet; Thence, departing said north boundary line, South 00°12'54" East, 50.00 feet to the POINT OF BEGINNING;

Thence, 50 feet southerly of and parallel with said north boundary line, North 89°51'43" East, 332.16 feet;

Thence, North 00°12'54" West, 50.00 feet to said north boundary line;

Thence, along said north boundary line, North 89°51'43" East, 372.48 feet to the northeast corner of said NE1/4 NE1/4;

Thence, along the east boundary line of said NE1/4 NE1/4, South 00°17'00" East, 1098.47 feet;

Thence, departing said east boundary line, South 89°52'25" West, 504.00 feet;

Thence, South 00°17'58" West, 224.02 feet to the south boundary line of said NE1/4 NE1/4;

Thence, along said south boundary line, South 89°49'07" West, 199.94 feet;

Thence, departing said south boundary line, North 00°12'54" West, 1272.53 feet to the POINT OF BEGINNING, containing 18.437 acres more or less.



ATTACHMENT E



**CANYON HIGHWAY DISTRICT No. 4**  
15435 HIGHWAY 44  
CALDWELL, IDAHO 83607

TELEPHONE 208/454-8135  
FAX 208/454-2008

September 10, 2019

Canyon County Board of Commissioners and  
Planning & Zoning Commission  
111 N. 11<sup>th</sup> Street  
Caldwell, Idaho 83605  
Attention: Dan Lister, Planner

Alliance Building, LLC  
11534 Purple Sage Rd  
Middleton, Idaho 83644

RE: **SD2019-0020 Black Acres Subdivision**  
**Canyon County Parcel R382000010**

Dear Commissioners:

Canyon Highway District No. 4 (CHD4) has reviewed the application for a preliminary plat for Black Acres Subdivision, Parcel R382000010, approximately 18.5 acres, located at the southwest corner of Cemetery Rd and Purple Sage Rd.

**General**

The subject property is located at the southwest corner of the Purple Sage Rd/ Cemetery Road intersection. Both Purple Sage and Cemetery Roads are under the jurisdiction of CHD4 along the subject property frontage. The subject property is located within the Middleton area of impact, and is approximately 500 feet west of the current city limits. CHD4 will consider comments from City of Middleton in establishing right-of-way widths, street sections, and other urban infrastructure for the development. The applicant has also entered into an agreement with the City to extend public sewer and water service to the development.

Purple Sage Rd is classified as a minor arterial on the long range functional classification maps adopted by CHD4 and Canyon County. Cemetery Rd is classified as a major collector. Existing right-of-way along Purple Sage includes a 40-foot dedicated right-of-way and a 25-foot prescriptive easement for the south half of Purple Sage Rd. Existing right-of-way for Cemetery Rd is a 25-foot prescriptive easement. Ultimate right-of-way width for an arterial is 50-foot half width, measured from the section line. Ultimate right-of-way width for a collector is 40-feet, measured from the section line.

CHD4 has not approved the preliminary plat as of this date. This item is scheduled for consideration at the September 18<sup>th</sup> CHD4 Board meeting. Staff will recommend approval subject to the following conditions:

**Right-of-Way Dedication:**

1. 50-foot half width for Purple Sage Rd per CHD4 and Middleton arterial standards
2. 50-foot half width for Cemetery Rd per Middleton standards (40-foot for CHD4 collector)
3. 150-foot chamfer at SW corner Cemetery and Middleton for future roundabout and drainage improvements per Middleton standards
4. 60-foot full width for internal local roads per Middleton standards

**Access:**

Staff has recommended a single local road access onto Cemetery Rd to serve the 26 lot development, located between 500 and 800-feet south of Purple Sage. This provides adequate separation from the Purple Sage/Cemetery intersection, and allows a minimum of 500-feet to the next local road access (future) ¼ mile south of Purple Sage. The applicants are proposing a single local road access 900-feet south of Purple Sage (400-feet from future local road access) in order to minimize the number of residential lots with public street frontage on three sides. CHD4 Board to determine if provision for private road access to outparcel at southeast corner of the subject property is sufficient to meet this intent. No direct lot access to Purple Sage Rd or Cemetery Rd.

**Frontage Improvements:**

CHD4 standards require construction of frontage improvements for arterial and collector roadways within or adjacent to proposed development. There currently exists no alternative mechanism to fund these frontage improvements. Staff recommends requiring the following frontage improvements:

1. Cemetery Road- west half of Middleton standard 3-Lane Urban Collector, excluding curb & gutter (future roundabout construction will dictate location).
2. Purple Sage Rd- south half of Middleton standard 3-Lane Urban Collector, excluding curb & gutter (future roundabout construction will dictate location).
3. Construction of an 8-foot asphalt pathway within the Purple Sage and Cemetery Rd rights-of-way (Included in infrastructure and annexation agreement with Middleton).
4. Structural pavement sections to be determined during development and review of improvement drawings at final plat.

**Internal Street Improvements:**

1. Construct internal public road improvements to meet ACCHD Standard Drawing SD-101 for a low-volume local road. Rural section (no curb and gutter) is acceptable to Middleton.
2. Internal horizontal curves to have minimum radius of 125-feet per Middleton standards (200-feet for CHD4 standard).

All other platting and improvement requirements to be in accordance with the current edition of the Highway Standards and Development Procedures Manual in effect at the time of improvement drawing submittal.

CHD4 requests that the Planning & Zoning Commission and Canyon County Commissioners consider these comments, and make all requirements provided above conditions of approval of this preliminary plat. CHD4 will attempt to provide an update on these or any other conditions adopted by the CHD4 Board at their September 18<sup>th</sup> meeting in advance of the scheduled September 19<sup>th</sup> hearing before the Planning & Zoning Commission. Please feel free to contact me with any questions on this matter.

Sincerely,



Chris Hopper, P.E.  
Assistant District Engineer

File: Cemetery Road- SD2019-0020 Black Acres Subdivision



ATTACHMENT F

June 17, 2019

Canyon County Development Services Department  
1115 Albany Street  
Caldwell, Idaho 83605

RE: Case No # RZ2019-0019

Applicant: Guv Jones Alliance Building LLC

Planner: Dan Lister

**Reference to Rezone**

Black Canyon Irrigation District **does** have Irrigation Laterals and operation and maintenance roads in the area of the proposed re-zone lands. (See attached Platt Map)

Therefore, the **Maintenance road right-of ways and Lateral right of ways** *will* need to be protected. Also crossing agreements and piping agreements will need to be acquired from the **Bureau of Reclamation** to cross over the Laterals, Pipe the Laterals or, encroachments of any nature on the right of ways.

**The Black Canyon Irrigation District will request that the Laterals affected by this proposed land change be piped and structures built to insure the delivery of irrigation water to our patrons.**

Furthermore, this property has irrigation water attached to it therefore; a pressurized system with an adequate overflow needs be installed to ensure the delivery of irrigation water to each lot / parcel of land entitled to receive irrigation water.

Runoff and Drainage from the proposed land splits should be address as well to insure downstream users are not adversely affected by the proposed land use changes.

If you have any questions, please contact me at 208-459-4141 Ext.1 or [carl@blackcanyonirrigation.com](mailto:carl@blackcanyonirrigation.com)

Thank you,

Carl Hayes  
Asst. Manager  
Black Canyon Irrigation District