



**Canyon County Planning & Zoning Commission**  
**Deerflat Sand and Gravel, Gravel Pit, Batch Plant, Hot Mix Asphalt, CU2010-1**  
**Development Services Department**

## **Findings of Fact, Conclusions of Law, Conditions of Approval and Order**

CU2010-1 Deerflat Sand and Gravel

### **Findings of Fact**

1. The applicant is requesting to operate a gravel pit, batch plant and hot mix asphalt plant on Meadow Vista Ranch Subdivision Lots 1-8, Block 1 and parcel R30128.
2. The proposed duration for mineral extraction is ten years.
3. The proposed hours of operation are Monday through Saturday, 7:00 a.m. to 10:00 p.m.
4. The property is zoned "A" Agricultural.
5. There is currently one non-residential structure on the subject properties.
6. The property is not located within an impact area.
7. The property has adequate access to public roads, Deer Flat and Farner Roads.
8. The properties are located within the Upper Deer Flat Rural Fire Protection District.
9. Surface irrigation water is available to the subject properties and is provided by Pioneer Irrigation District.

### **Conclusions of Law**

For case file CU2010-1 the Planning and Zoning Commission finds and concludes the following regarding the Standards of Review for Conditional Use Permit (§07-07-05).

#### **1. Is the proposed use permitted in the zone by conditional use permit?**

Conclusion: The proposed use is permitted in the "A" (Agricultural) zone by conditional use permit.

Finding: Canyon County Zoning Ordinance 08-026, Section 07-10-25(4)CC allows the proposed use as a conditional use permit in accordance with §07-18-05 Mineral Extraction (long term).

#### **2. What is the nature of the request?**

The applicant is requesting a conditional use permit for a gravel pit, batch plant and hot mix asphalt plant to be located on approximately 76 acres of "A" (Agricultural) zoned property located near the intersection of Deer Flat and Farner Roads with an extraction period of ten years.

#### **3. Is the proposed use consistent with the Comprehensive Plan?**

Conclusion: The proposed use is consistent with the Comprehensive Plan.

Finding: The use is consistent with the Canyon County Comprehensive Plan, Section I. Property Rights Policy No. 2 which encourages the protection of the property rights of landowners to the extent reasonably possible and the application generally complies with Section VI. Natural Resources: E. Mineral Resources section which recognizes sand and gravel as a valuable mineral resource.

4. **Will the proposed use be injurious to other property in the immediate vicinity and/or negatively change the essential character of the area?**

Conclusion: The proposed use will not be injurious to other property in the immediate vicinity and will not negatively change the essential character of the area.

Finding: The Commission finds that extracting gravel from this location would not be injurious to other property in the vicinity or that the proposed gravel pit will negatively change the essential character of the area. The primary use of the surrounding properties is agricultural production with a few residences in the area. There are also two existing gravel pits and the Canyon County Pickles Butte Landfill within a half mile or less of the subject properties. However, the underlying property was approved for an eight lot residential subdivision and has been platted as such. The requested gravel pit, if approved, may prevent any residential development from occurring until extraction is completed. Since the subdivision is currently vacant and absent of homes, it is the opinion of the Commission that the proposed use will not create any new impacts for the owner of the subdivision.

5. **Will adequate water, sewer, irrigation, drainage and storm water drainage facilities, and utility systems be provided to accommodate the use;**

Conclusion: Adequate facilities for sewer, irrigation, drainage and storm water drainage facilities, and utility systems will be required at the time of development.

Finding: The Commission has not found that there will be issues with the development in regards to adequate water, sewer, irrigation, drainage and storm water drainage facilities for the gravel extraction process. Also, upon completion of the extraction and reclamation a new Subdivision Engineering Report will be required for approval and lifting of sanitary restrictions prior to residential building permits being issued. Replatting of the underlying subdivision may be required.

6. **Does legal access to the subject property for the development exist or will it exist at the time of final plat;**

Conclusion: Legal access exists for the subject property.

Finding: Access currently exists to the subject properties from Deer Flat Road and Farmer Road. The proposed primary access for the gravel pit extraction locations is to be through the operating Deerflat Sand and Gravel Pit access onto Deer Flat Road. The applicant must comply with the conditions indicated by Nampa Highway District No. 1 for an additional access onto Farmer Road, see Exhibit 15.

7. **Will there be undue interference with existing or future traffic patterns?**

Conclusion: There will not be undue interference with existing or future traffic patterns.

Finding: This request will not significantly increase the existing or future traffic patterns. Deerflat Sand and Gravel is currently operating a gravel pit near the proposed extraction locations and will use the current gravel pit access for the new pits.

8. **Will essential services be provided to accommodate the use including, but not limited to, school facilities, police and fire protection, emergency medical services, irrigation facilities, and will the services be negatively impacted by such use or require additional public funding in order to meet the needs created by the requested use?**

Conclusion: Essential services will be provided and this application will not negatively impact existing services or require additional public funding.

Finding: This request is for a gravel pit, batch plant and hot mix asphalt plant in a rural area and will not significantly affect essential services nor will it negatively impact them. Essential services are currently being provided including fire protection and emergency services.

For case file CU2010-1 the Planning and Zoning Commission finds and concludes the following regarding the Standards of Review for §07-18-05 (1): Mineral Extraction (Long Term).

**1. The uses of the surrounding properties in the determination of the compatibility of the proposed application with such uses;**

Conclusion: The use is compatible with the surrounding uses.

Findings: The majority of surrounding properties are in agricultural production or mineral extraction processes. There are very few residences in the area. There have not been complaints filed by any neighbors regarding the existing Deerflat Sand and Gravel mineral extraction site located adjacent to the subject properties.

**2. Duration of the proposed use;**

Conclusion: The duration of the gravel extraction operation is 10 years.

Finding: The requested extraction period is for 10 years, six days per week operation, with operating hours of 7:00 am to 10:00 pm. The batch and asphalt plants will be used only as required for specific jobs.

**3. Setbacks from surrounding uses;**

Conclusion: The setbacks identified on the proposed reclamation plan must be revised to meet CCZO 08-026 §07-10-21 (1)C.

Findings: The proposed setbacks on the reclamation and site plan do not appear to meet the requirements of the applicable ordinance minimum setback distance of 30 feet from the property boundaries. The one existing residential parcel is located on the southwest corner adjacent to Lot 6. The lot will be primarily undisturbed as indicated in Exhibit 4. There are no residences or structures located on the boundaries of the identified pit locations. The applicant must comply with the Department of Lands approved reclamation plan and CCZO 08-026 §07-10-21 (1)C.

**4. Reclamation plan as approved by Idaho Department of Lands;**

Conclusion: An approved reclamation plan must be submitted to DSD prior to commencement of operations.

Findings: The reclamation plan has been submitted to the Department of Lands and must be approved prior to commencement of mineral extraction processes. The applicant shall follow the Department of Lands requirements.

**5. The locations of all proposed pits and any accessory uses; and**

Conclusion: The proposed locations of pits are in compliance with the Canyon County Zoning Ordinance.

Findings: Exhibit 4 shows the proposed locations of the pits. This plan shall be revised to show setbacks in compliance with the applicable ordinance and the requirements of Nampa Highway District No. 1, Exhibit 15. Currently there are no residences in Meadow Vista Ranch. There are no residences in the immediate vicinity of the proposed pits on adjacent properties. The requested asphalt plant will only be used on an as needed basis.

**6. Recommendations from applicable government agencies.**

Conclusion: The applicant must comply with agency requirements pertaining to commercial mineral extraction, environmental pollutants, and reclamation.

Finding: The applicant must comply with Department of Environmental Quality rules, regulations, and permitting requirements as they apply to the operation including operation of a batch plant and hot mix asphalt plant. The applicant must also comply with the Department of Lands requirements as they pertain to mineral extraction and reclamation. Nampa Highway District has requested that there will be only one commercial access point onto Farmer Road and that the access include a stop sign and paved apron.

### Conditions of Approval

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 including but not limited to:
  - a. Submit an approved Weed and Gopher Control Plan to DSD (Exhibit 11) prior to commencement.
  - b. Comply with Nampa Highway District No. 1 requirements in Exhibit 15.
2. The gravel extraction, batch plant and hot asphalt plant shall not operate in excess of ten (10) years from the date of commencement without further land use approval.
3. The property owners/applicants shall submit an approved reclamation plan from the Idaho Department of Lands to Development Services prior to commencement of gravel extraction.
4. The applicant shall comply with CCZO 08-026 §07-10-21 (1) C: Setbacks for Mineral Extraction. The reclamation and site plan shall be revised to reflect the required minimum setbacks.
5. The property owners/applicants shall submit a new Subdivision Engineering Report to the Southwest District Health Department for review and approval of septic and well locations for the affected lots upon completion of the mineral extraction and reclamation as approved by the Department of Lands.
6. The applicant/Southwest District Health shall submit to DSD a letter from Southwest District Health that indicates resulting sanitary restrictions on Block 1, Lots 1 - 8 of Meadow Vista Ranch Subdivision have been lifted prior to any residential building permits being issued in Meadow Vista Ranch Subdivision.
7. If replatting is required at completion of reclamation, as determined by Development Services, the applicant/owner shall comply with requirements the zoning ordinance in effect at the time of the new application.
8. For the purpose of minimizing risk of water contamination, the existing residential well, Permit #7728543, located at 9250 Farner Road, shall be protected by adequate undisturbed buffer or abandoned in accordance with Idaho Department of Water Resources Standards.

### Order

Based upon the Findings of Fact, Conclusions of Law and Conditions of Approval contained herein the Planning and Zoning Commission approves Case # CU2010-1, a request for a Conditional Use Permit to operate a gravel pit, batch plant and hot asphalt plant in an "A" (Agricultural) Zone on approximately 79 acres including Meadow Vista Ranch Subdivision lots 1-8 and parcel R30128. The property is located on the northeast corner of Deer Flat and Farner Roads, Nampa, Idaho.

APPROVED this 7th day of July, 2011.

PLANNING AND ZONING COMMISSION  
CANYON COUNTY, IDAHO



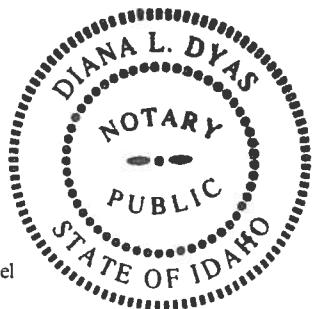
Chairman, Eric Randall

State of Idaho )

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County of Canyon County )

On this 7<sup>th</sup> day of July, in the year of 2011, before me Diana Dyas, a notary public, personally appeared Eric Randall, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he (she) executed the same.



Notary: Diana L. Dyas

My Commission Expires: 3-28-2017



## CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

1115 Albany Street • Caldwell, Idaho • 83605 •

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

### SIGN-UP SHEET

Case Name: **DEER FLAT SAND & GRAVEL**

Case Number: **CASE #CU2010-1**

Please print your name below if you would like to present oral testimony or written exhibits about this item to the Planning and Zoning Commission / Hearing Examiner.

IN FAVOR	NEUTRAL	IN OPPOSITION
<input checked="" type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> <u>Dan Hukill</u> Print Name <u>Dan Hukill</u> Print Address <u>14600 Deerflat Rd,</u> City      State, Zip <u>Hailey, ID 83386</u>	<input type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> Print Name Print Address City      State, Zip	<input type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> Print Name Print Address City      State, Zip
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## Planning and Zoning Staff Report for Deerflat Sand and Gravel, CU2010-1

Hearing Date: July 7, 2011

Development Services Department

<b>Applicant:</b> Deerflat Sand and Gravel Dan Hukill	<b>Request</b> The applicants have requested a Conditional Use Permit for a gravel pit, batch plant and hot mix asphalt plant to be located on approximately 76 acres including all lots within Meadow Vista Ranch Subdivision and parcel R30128. The property is located on the northeast corner of Deer Flat and Farner Roads, Nampa, Idaho.
<b>Staff:</b> Deb Root, 454-7340 droot@canyonco.org	
<b>Tax ID:</b> R30128 & R30128-(100-107) Meadow Vista Ranch Subdivision— Block 1 Lots 1-8	
<b>Current Zone:</b> “A” (Agricultural)	<b>Background</b> Meadow Vista Ranch Subdivision is a rural eight lot subdivision with an average lot size of 9.42 acres. The subdivision was platted on September 5, 2006. One parcel (Block 1, Lot 3) has been sold but has not been developed and the owner has opted into the gravel extraction permit request via an executed lease with Deerflat Sand and Gravel.
<b>Comprehensive Plan:</b> 2010 Canyon County Comp. Plan	Currently there is one structure, a barn, on the property. The property owners have contracted (Exhibits 6 & 7) with Mr. Hukill, Deerflat Sand and Gravel, to gain approval and to extract gravel from the properties.
<b>Lot Size/Project Area:</b> Approximately 76.34 acres	
<b>Current Uses:</b> Dry Unimproved Lots/pasture	The subject property is located adjacent to and west of Deerflat Sand and Gravel's operating gravel pit. The property is not being farmed or watered and is used as pasture periodically.
<b>Applicable Zoning Land Use Regulations:</b> CCZO 08-026 07-10-25(4)G & CC, 07-18-05(1), 07-07-05	If approved, the proposed duration of gravel extraction is not expected to exceed ten years. The applicant has proposed the hours of operation be Monday through Saturday, 7:00 a.m. to 10:00 p.m. as needed.
<b>Notification</b> January 5, 2011- Mailing January 13, 2011- Posting June 20, 2011- Mailing June 30, 2011- Posting	
<b>Exhibits:</b> 1. FCCO's 2. Site Information & Maps: Small Air Photo, pg. 1 Zoning Map, pg. 2 Case Map, pg. 3 Prime Farm Lands, pg. 4 Soil Map, pg 5 Crystal Lakes Project, pg. 6 Subdivision Plat, pgs. 7-9 3. Applicant Letter of Intent 4. Proposed Gravel Extraction Map 5. Applicant/Property Owner 6. Lease: Englund 7. Lease: Garlington Investments 8. Southwest District Health 9. Reclamation Plan Application 10. Boise Project Board of Control 11. CC Weed and Gopher 12. Upper Deer Flat Fire 13. CC Ambulance District 14. Department of Environmental Quality 15. Nampa Highway District 16. Large Aerial	<b>Analysis</b> The purposes of the “A” (Agricultural) Zone are to: <ul style="list-style-type: none"><li>A. Promote the public health, safety, and welfare of the people of the county by encouraging the protection of viable farm land;</li><li>B. Limit urban density development to areas of city impact in accordance with the comprehensive plan;</li><li>C. Protect fish, wildlife, and recreation resources, consistent with the purposes of the "Local Land Use Planning Act." Chapter 65, Title 67, Idaho Code;</li><li>D. Protect agricultural land uses and wildlife management areas from unreasonable adverse impacts from development; and</li><li>E. Provide for the development of schools, churches, and other public and quasi-public uses consistent with the comprehensive plan.</li></ul> <b>CCZO §07-18-05(1): Standards for Mineral Extraction (Long Term):</b> The decision making body shall consider the following: <ul style="list-style-type: none"><li>1. The uses of the surrounding properties in the determination of the compatibility of the proposed application with such uses;</li><li>2. Duration of the proposed use;</li><li>3. Setbacks from surrounding uses;</li><li>4. Reclamation plan as approved by Idaho Department of Lands;</li><li>5. The locations of all proposed pits and any accessory uses; and</li><li>6. Recommendations from applicable government agencies.</li></ul> Mineral extraction is allowed in an “A” (Agricultural) zone by conditional use permit. Currently the subject parcels are not being utilized as residential properties or for agricultural purposes. The large parcel size and economic

decline has decreased the sale potential of the parcels so the property owners are exercising their rights to utilize the economic potential of the gravel base.

The surrounding properties are zoned Agricultural and are primarily in farm production. There are very few residential structures on the surrounding properties. Currently Deerflat Sand and Gravel is operating a gravel pit on adjacent property to the east of the subject properties. The mineral extraction in this location is nearly complete and the reclamation process has begun. There is also a small gravel pit, approximately 2.25 acres, located on an eighty acre parcel to the south and west of the subject property. To the southwest and within a half mile is the Canyon County Pickles Butte Landfill.

Southwest District Health (SWDH), Development Services (DSD) and the applicant conducted a meeting to discuss the potential issues regarding a request for a conditional use permit for a gravel pit on an underlying subdivision. SWDH, if CU2010-1 is approved, will place sanitary restrictions on all eight lots of Meadow Vista Ranch until a new Subdivision Engineering Report (SER) is completed and approved. This study shall be done upon completion of the mineral extraction and reclamation process. No residential building permits will be issued until sanitary restrictions are lifted on all parcels within Meadow Vista Ranch. If restrictions cannot be lifted and a parcel is deemed unbuildable then the applicant shall file for an amendment or replat of the subdivision. The proposed extraction locations and resulting planned reclamation ponds should allow for adequate building area on the subject lots.

Deerflat Sand and Gravel has a reclamation plan in process that is still under review and has not at this time been approved. The applicants are in compliance with regulatory agency requirements on the existing gravel pit. The applicants have completed prior reclamation plans and created a subdivision development, Crystal Lakes, with attractive water features within a half mile of the subject properties.

According to CCZO §07-07-13: Provisions for Land Use Time Limitations; “gravel pits are excepted from commencement and time completion requirements. The presiding party has the discretionary power to establish commencement and completion requirements as specific conditions of approval for gravel pits.” Deerflat Sand and Gravel is requesting a permit to operate for a duration of ten (10) years on the subject properties.

The gravel extraction shall comply with CCZO §07-10-21(1)C. The minimum setbacks shall be 30 feet from the external boundaries of Meadow Vista Ranch Subdivision and parcel R30128.

#### **Conditional Use Permit Criteria**

Standard of Review for Conditional Use Permit (07-07-05)

**A. Is the proposed use permitted in the zone by conditional use permit?**

Canyon County Zoning Ordinance 08-026, Section 07-10-25(4) CC, 07-10-25 (4) G, and 07-18-05 provides opportunity for the proposed use as a conditional use permit.

**B. What is the nature of the request?**

The applicant is requesting a conditional use permit for a gravel pit, batch plant and hot mix asphalt plant to be located on approximately 76 acres with an proposed extraction period of ten years. The hot mix asphalt plant will only be used if required by specific projects.

**C. Is the proposed use consistent with the Comprehensive Plan?**

The use is consistent with the Canyon County Comprehensive Plan, Section I. Property Rights Policy No. 2 which encourages the protection of the property rights of landowners to the extent reasonably possible and the application generally complies with Section VI. Natural Resources: E. Mineral Resources section.

**D. Will the proposed use be injurious to other property in the immediate vicinity and/or negatively change the essential character of the area?**

Staff has not found that extracting gravel from this location would be injurious to other property in the vicinity or that the proposed gravel pit will negatively change the essential character of the area. The primary use of the surrounding properties is agricultural production with a few residences in the area. There are also two existing gravel pits and the Canyon County Pickles Butte Landfill within a half mile of the subject properties. However, the underlying property was approved for an eight lot residential subdivision and has been platted as such. The requested gravel pit, if approved, may prevent any residential development from occurring until extraction is

completed. Since the subdivision is currently vacant and absent of homes, it is the opinion of staff that the proposed use will not create any new impacts for the owner of the subdivision.

**E. Will adequate water, sewer, irrigation, drainage and storm water drainage facilities, and utility systems be provided to accommodate the use;**

Adequate water, sewer, irrigation, drainage and storm water drainage facilities, and utility systems will be provided to accommodate the use. The applicant shall comply with the Department of Lands and the Department of Environmental Quality regarding operational activities associated with the gravel extraction, hot mix asphalt plant and batch plant.

**F. Does legal access to the subject property for the development exist or will it exist at the time of final plat;**  
Access for the gravel extraction locations will be through the existing Deerflat Sand and Gravel Pit location. The primary access will be onto Deer Flat Road. Nampa Highway District, Exhibit 15, requests that the applicant have only one approach onto Farner Road for commercial access. A permit will be required prior to use.

**G. Will there be undue interference with existing or future traffic patterns?**

This request will not significantly increase the existing or future traffic patterns. Deerflat Sand and Gravel is currently operating a gravel pit near the proposed extraction locations and the new proposed pits will not add to the volume of traffic created by the use. As one pit is fully extracted the applicant will move to a new location.

**H. Will essential services be provided to accommodate the use including, but not limited to, school facilities, police and fire protection, emergency medical services, irrigation facilities, and will the services be negatively impacted by such use or require additional public funding in order to meet the needs created by the requested use?**

Staff has not found that this request will affect essential services nor will it negatively impact them.

**CCZO 08-026 § 07-18-05 (1) A: Standards of Review for Mineral Extraction (Long Term):** The decision making body shall consider the following:

**1. The uses of the surrounding properties in the determination of the compatibility of the proposed application with such uses;**

The majority of surrounding properties are in agricultural production or mineral extraction processes. There are a few residences in the area. There have not been complaints filed by any neighbors regarding the existing Deerflat Sand and Gravel mineral extraction site located adjacent to the subject properties. It is the opinion of staff that the use is compatible with the surrounding uses in the area.

**2. Duration of the proposed use;**

The applicant is requesting an extraction period of 10 years, six days per week operation as needed, with operating hours of 7:00 am to 10:00 pm as needed.

**3. Setbacks from surrounding uses;**

The applicant must comply with CCZO 08-026 §07-10-21(1) C. The minimum setback requirements are 30 feet from the front, side, rear, and corner property boundaries. Front and corner setbacks shall be measured from the greatest of either the property line, right-of-way line, or road easement line of any local or private street. The reclamation and site plan shall be revised to indicate these required setback distances.

**4. Reclamation plan as approved by Idaho Department of Lands;**

The reclamation plan has been submitted to the Department of Lands and must be approved prior to commencement of mineral extraction processes. As conditioned the applicants must comply with the requirements of the Department of Lands and submit an approved reclamation plan to Development Services.

**5. The locations of all proposed pits and any accessory uses; and**

There are six proposed extraction locations on the Proposed Gravel Pit #3 and Reclamation Plan, Exhibit 4. The proposed plan shall be revised to reflect the requirements of Nampa Highway District No. 1, Exhibit 15, and to show the required setbacks in accordance with §07-10-21 (1) C. There is one residence in the southwest corner adjacent to the subject properties. The proposed pit locations (exhibit 4) of Pits "A" and "B" are greater than 400 feet from the adjacent residential parcel that is not a part of this application.

## **6. Recommendations from applicable government agencies.**

The applicant must comply with Department of Environmental Quality rules, regulations, and permitting requirements as they apply to the operation including operation of a batch plant and hot mix asphalt plant. The applicant must also comply with the Department of Lands requirements as they pertain to mineral extraction and reclamation. Nampa Highway District has requested that they only create one commercial access point onto Farner Road and that the access include a stop sign and paved apron.

### **Comprehensive Plan**

The Canyon County 2010 Comprehensive Plan Section I. Property Rights Policy No. 2 encourages the protection of the property rights of landowners to the extent reasonably possible. Section VI. Natural Resources recognizes sand and gravel as a valuable mineral resource in Canyon County. The proposed gravel pit development and reclamation plan is consistent with the policies listed in the Mineral Resources section of the 2010 Comprehensive Plan.

### **Comments**

#### **Public Comments**

At the time this report was completed Staff had not received any public comments regarding the proposed gravel pit, batch plant, and hot mix asphalt plant.

#### **County Agency Comments**

Staff informed applicable agencies of the proposal and the responses are attached as exhibits.

### **Alternatives**

- The Planning and Zoning Commission may approve the conditional use permit, all or in part, for a gravel pit, batch plant and hot mix asphalt plant as conditioned and/or amended;
- The Planning and Zoning Commission may deny the conditional use request and direct staff to make findings of fact to support this decision; or
- The Planning and Zoning Commission may continue the discussion and request additional information on specific items.

### **Significant Impacts**

A potential impact to the subject property owners is that the underlying platted subdivision, Meadow Vista Ranch, Lots 1-8, Block 1 may require replatting upon completion of the extraction and reclamation plan. If this application is approved, sanitary restrictions will be placed on the entire subdivision by Southwest District Health until such time as a new Subdivision Engineering Report (SER) is submitted and approved. There is also the potential for dust, noise and environmental contamination. The applicant must comply with the Department of Environmental Quality requirements and the Department of Lands requirements to minimize these potential impacts.

### **Recommendation**

Staff recommends the Planning and Zoning Commission open a public hearing and discuss the proposed Conditional Use Permit. Staff has provided findings of fact, conclusions of law and conditions of approval for the Planning and Zoning Commission's consideration found in Exhibit 1.



**Canyon County Planning & Zoning Commission**  
**Deerflat Sand and Gravel, Gravel Pit, Batch Plant, Hot Mix Asphalt, CU2010-1**  
**Development Services Department**

## **Findings of Fact, Conclusions of Law, Conditions of Approval and Order**

CU2010-1 Deerflat Sand and Gravel

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4. The property is zoned "A" Agricultural.
5. There is currently one non-residential structure on the subject properties.
6. The property is not located within an impact area.
7. The property has adequate access to public roads, Deer Flat and Farmer Roads.
8. The properties are located within the Upper Deer Flat Rural Fire Protection District.
9. Surface irrigation water is available to the subject properties and is provided by Pioneer Irrigation District.

### **Conclusions of Law**

For case file CU2010-1 the Planning and Zoning Commission finds and concludes the following regarding the Standards of Review for Conditional Use Permit (§07-07-05).

#### **1. Is the proposed use permitted in the zone by conditional use permit?**

Conclusion: The proposed use is permitted in the "A" (Agricultural) zone by conditional use permit.

Finding: Canyon County Zoning Ordinance 08-026, Section 07-10-25(4)CC allows the proposed use as a conditional use permit in accordance with §07-18-05 Mineral Extraction (long term).

#### **2. What is the nature of the request?**

The applicant is requesting a conditional use permit for a gravel pit, batch plant and hot mix asphalt plant to be located on approximately 76 acres of "A" (Agricultural) zoned property located near the intersection of Deer Flat and Farmer Roads with an extraction period of ten years.

#### **3. Is the proposed use consistent with the Comprehensive Plan?**

Conclusion: The proposed use is consistent with the Comprehensive Plan.

Finding: The use is consistent with the Canyon County Comprehensive Plan, Section I. Property Rights Policy No. 2 which encourages the protection of the property rights of landowners to the extent reasonably possible and the application generally complies with Section VI. Natural Resources: E. Mineral Resources section which recognizes sand and gravel as a valuable mineral resource.

4. **Will the proposed use be injurious to other property in the immediate vicinity and/or negatively change the essential character of the area?**

Conclusion: The proposed use will not be injurious to other property in the immediate vicinity and will not negatively change the essential character of the area.

Finding: The Commission finds that extracting gravel from this location would not be injurious to other property in the vicinity or that the proposed gravel pit will negatively change the essential character of the area. The primary use of the surrounding properties is agricultural production with a few residences in the area. There are also two existing gravel pits and the Canyon County Pickles Butte Landfill within a half mile or less of the subject properties. However, the underlying property was approved for an eight lot residential subdivision and has been platted as such. The requested gravel pit, if approved, may prevent any residential development from occurring until extraction is completed. Since the subdivision is currently vacant and absent of homes, it is the opinion of the Commission that the proposed use will not create any new impacts for the owner of the subdivision.

5. **Will adequate water, sewer, irrigation, drainage and storm water drainage facilities, and utility systems be provided to accommodate the use;**

Conclusion: Adequate facilities for sewer, irrigation, drainage and storm water drainage facilities, and utility systems will be required at the time of development.

Finding: The Commission has not found that there will be issues with the development in regards to adequate water, sewer, irrigation, drainage and storm water drainage facilities for the gravel extraction process. Also, upon completion of the extraction and reclamation a new Subdivision Engineering Report will be required for approval and lifting of sanitary restrictions prior to residential building permits being issued. Replatting of the underlying subdivision may be required.

6. **Does legal access to the subject property for the development exist or will it exist at the time of final plat;**

Conclusion: Legal access exists for the subject property.

Finding: Access currently exists to the subject properties from Deer Flat Road and Farmer Road. The proposed primary access for the gravel pit extraction locations is to be through the operating Deerflat Sand and Gravel Pit access onto Deer Flat Road. The applicant must comply with the conditions indicated by Nampa Highway District No. 1 for an additional access onto Farmer Road, see Exhibit 15.

7. **Will there be undue interference with existing or future traffic patterns?**

Conclusion: There will not be undue interference with existing or future traffic patterns.

Finding: This request will not significantly increase the existing or future traffic patterns. Deerflat Sand and Gravel is currently operating a gravel pit near the proposed extraction locations and will use the current gravel pit access for the new pits.

8. **Will essential services be provided to accommodate the use including, but not limited to, school facilities, police and fire protection, emergency medical services, irrigation facilities, and will the services be negatively impacted by such use or require additional public funding in order to meet the needs created by the requested use?**

Conclusion: Essential services will be provided and this application will not negatively impact existing services or require additional public funding.

Finding: This request is for a gravel pit, batch plant and hot mix asphalt plant in a rural area and will not significantly affect essential services nor will it negatively impact them. Essential services are currently being provided including fire protection and emergency services.

For case file CU2010-1 the Planning and Zoning Commission finds and concludes the following regarding the Standards of Review for §07-18-05 (1): Mineral Extraction (Long Term).

**1. The uses of the surrounding properties in the determination of the compatibility of the proposed application with such uses;**

Conclusion: The use is compatible with the surrounding uses.

Findings: The majority of surrounding properties are in agricultural production or mineral extraction processes. There are very few residences in the area. There have not been complaints filed by any neighbors regarding the existing Deerflat Sand and Gravel mineral extraction site located adjacent to the subject properties.

**2. Duration of the proposed use;**

Conclusion: The duration of the gravel extraction operation is 10 years.

Finding: The requested extraction period is for 10 years, six days per week operation, with operating hours of 7:00 am to 10:00 pm. The batch and asphalt plants will be used only as required for specific jobs.

**3. Setbacks from surrounding uses;**

Conclusion: The setbacks identified on the proposed reclamation plan must be revised to meet CCZO 08-026 §07-10-21 (1)C.

Findings: The proposed setbacks on the reclamation and site plan do not appear to meet the requirements of the applicable ordinance minimum setback distance of 30 feet from the property boundaries. The one existing residential parcel is located on the southwest corner adjacent to Lot 6. The lot will be primarily undisturbed as indicated in Exhibit 4. There are no residences or structures located on the boundaries of the identified pit locations. The applicant must comply with the Department of Lands approved reclamation plan and CCZO 08-026 §07-10-21 (1)C.

**4. Reclamation plan as approved by Idaho Department of Lands;**

Conclusion: An approved reclamation plan must be submitted to DSD prior to commencement of operations.

Findings: The reclamation plan has been submitted to the Department of Lands and must be approved prior to commencement of mineral extraction processes. The applicant shall follow the Department of Lands requirements.

**5. The locations of all proposed pits and any accessory uses; and**

Conclusion: The proposed locations of pits are in compliance with the Canyon County Zoning Ordinance.

Findings: Exhibit 4 shows the proposed locations of the pits. This plan shall be revised to show setbacks in compliance with the applicable ordinance and the requirements of Nampa Highway District No. 1, Exhibit 15. Currently there are no residences in Meadow Vista Ranch. There are no residences in the immediate vicinity of the proposed pits on adjacent properties. The requested asphalt plant will only be used on an as needed basis.

**6. Recommendations from applicable government agencies.**

Conclusion: The applicant must comply with agency requirements pertaining to commercial mineral extraction, environmental pollutants, and reclamation.

Finding: The applicant must comply with Department of Environmental Quality rules, regulations, and permitting requirements as they apply to the operation including operation of a batch plant and hot mix asphalt plant. The applicant must also comply with the Department of Lands requirements as they pertain to mineral extraction and reclamation. Nampa Highway District has requested that there will be only one commercial access point onto Farner Road and that the access include a stop sign and paved apron.

### **Conditions of Approval**

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 including but not limited to:
  - a. Submit an approved Weed and Gopher Control Plan to DSD (Exhibit 11) prior to commencement.
  - b. Comply with Nampa Highway District No. 1 requirements in Exhibit 15.
2. The gravel extraction, batch plant and hot asphalt plant shall not operate in excess of ten (10) years from the date of commencement without further land use approval.
3. The property owners/applicants shall submit an approved reclamation plan from the Idaho Department of Lands to Development Services prior to commencement of gravel extraction.
4. The applicant shall comply with CCZO 08-026 §07-10-21 (1) C: Setbacks for Mineral Extraction. The reclamation and site plan shall be revised to reflect the required minimum setbacks.
5. The property owners/applicants shall submit a new Subdivision Engineering Report to the Southwest District Health Department for review and approval of septic and well locations for the affected lots upon completion of the mineral extraction and reclamation as approved by the Department of Lands.
6. The applicant/Southwest District Health shall submit to DSD a letter from Southwest District Health that indicates resulting sanitary restrictions on Block 1, Lots 1 - 8 of Meadow Vista Ranch Subdivision have been lifted prior to any residential building permits being issued in Meadow Vista Ranch Subdivision.
7. If replatting is required at completion of reclamation, as determined by Development Services, the applicant/owner shall comply with requirements the zoning ordinance in effect at the time of the new application.
8. For the purpose of minimizing risk of water contamination, the existing residential well, Permit #7728543, located at 9250 Farmer Road, shall be protected by adequate undisturbed buffer or abandoned in accordance with Idaho Department of Water Resources Standards.

### **Order**

Based upon the Findings of Fact, Conclusions of Law and Conditions of Approval contained herein the Planning and Zoning Commission **approves** Case # CU2010-1, a request for a Conditional Use Permit to operate a gravel pit, batch plant and hot asphalt plant in an "A" (Agricultural) Zone on approximately 79 acres including Meadow Vista Ranch Subdivision lots 1-8 and parcel R30128. The property is located on the northeast corner of Deer Flat and Farmer Roads, Nampa, Idaho.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**PLANNING AND ZONING COMMISSION  
CANYON COUNTY, IDAHO**

\_\_\_\_\_  
Chairman, Eric Randall

State of Idaho \_\_\_\_\_)

ss

County of Canyon County \_\_\_\_\_)

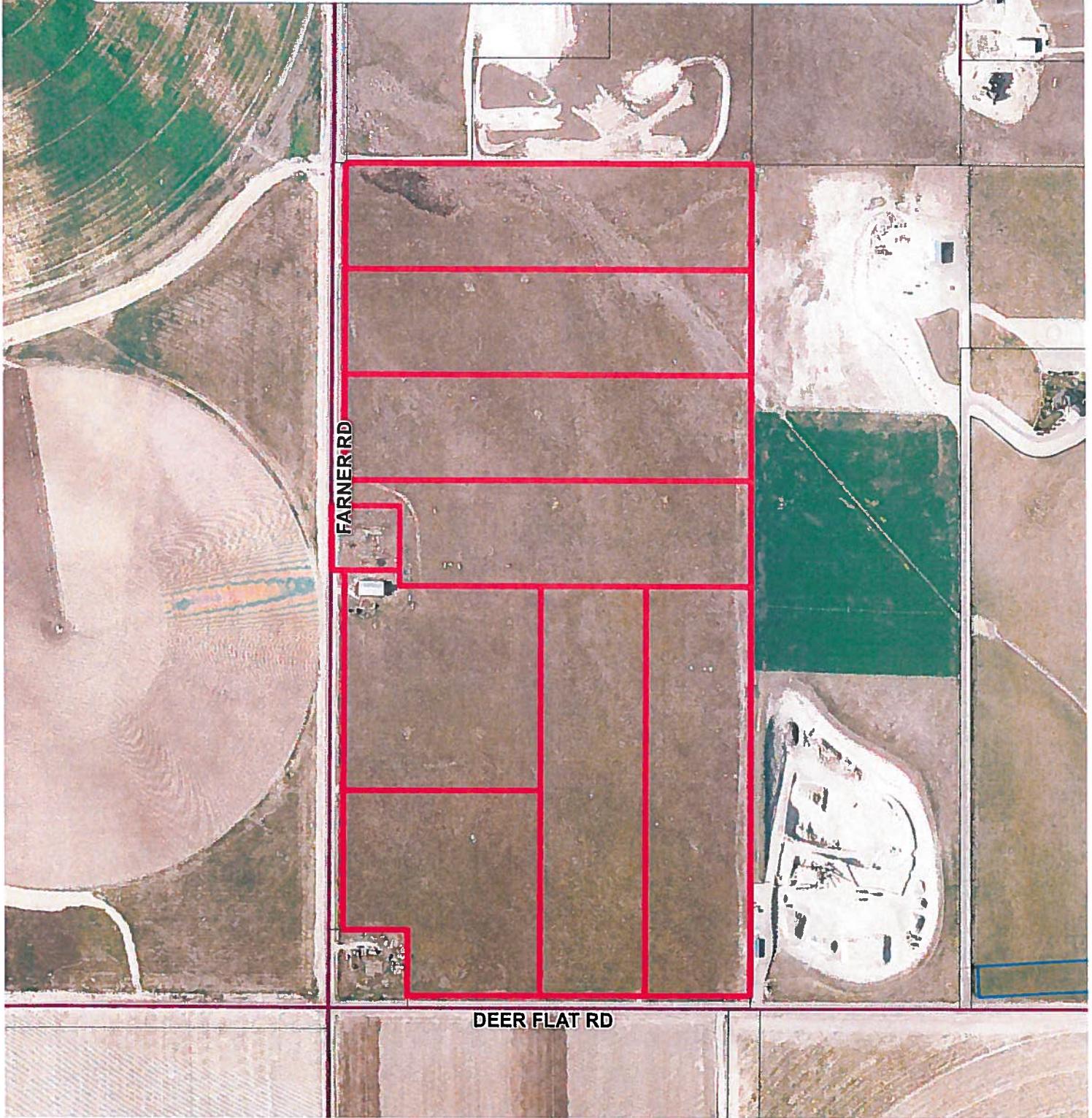
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 2011, before me \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he (she) executed the same.

Notary: \_\_\_\_\_

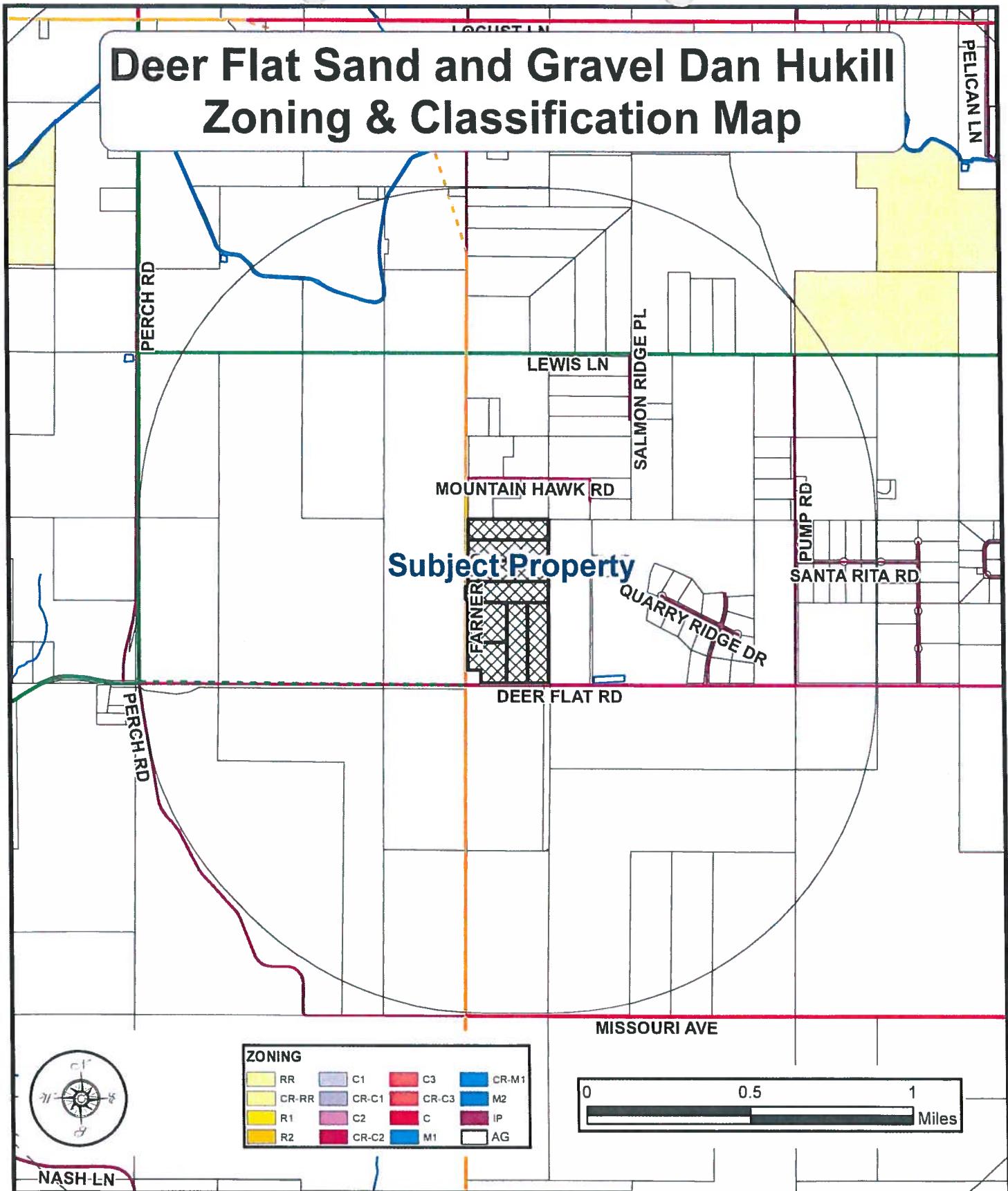
My Commission Expires: \_\_\_\_\_

IMAGES COURTESY OF PICTOMETRY AND WERE FLOWN IN 2009.

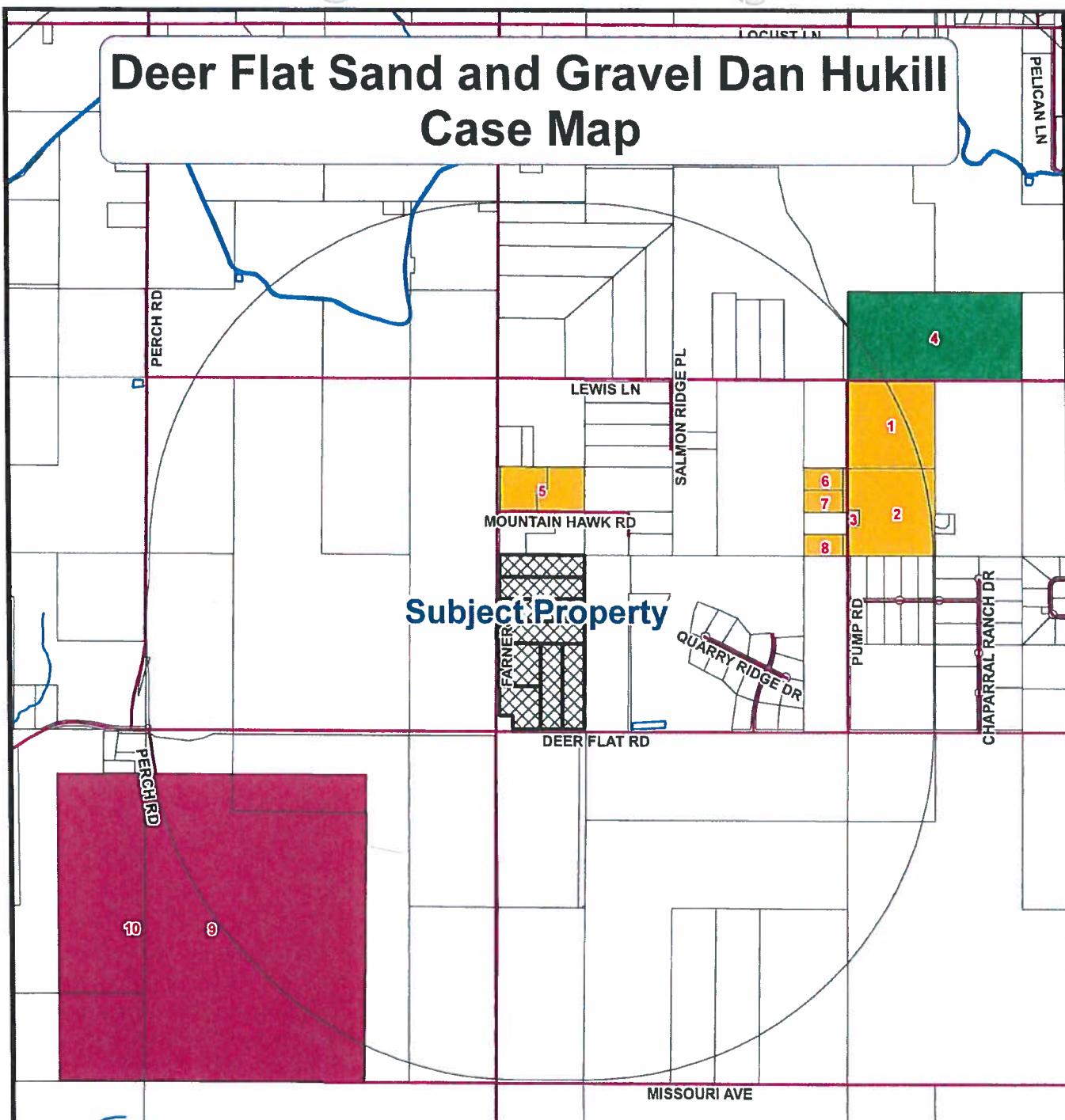
# Deer Flat Sand and Gravel Dan Hukill Small Air Photo



# Deer Flat Sand and Gravel Dan Hukill Zoning & Classification Map



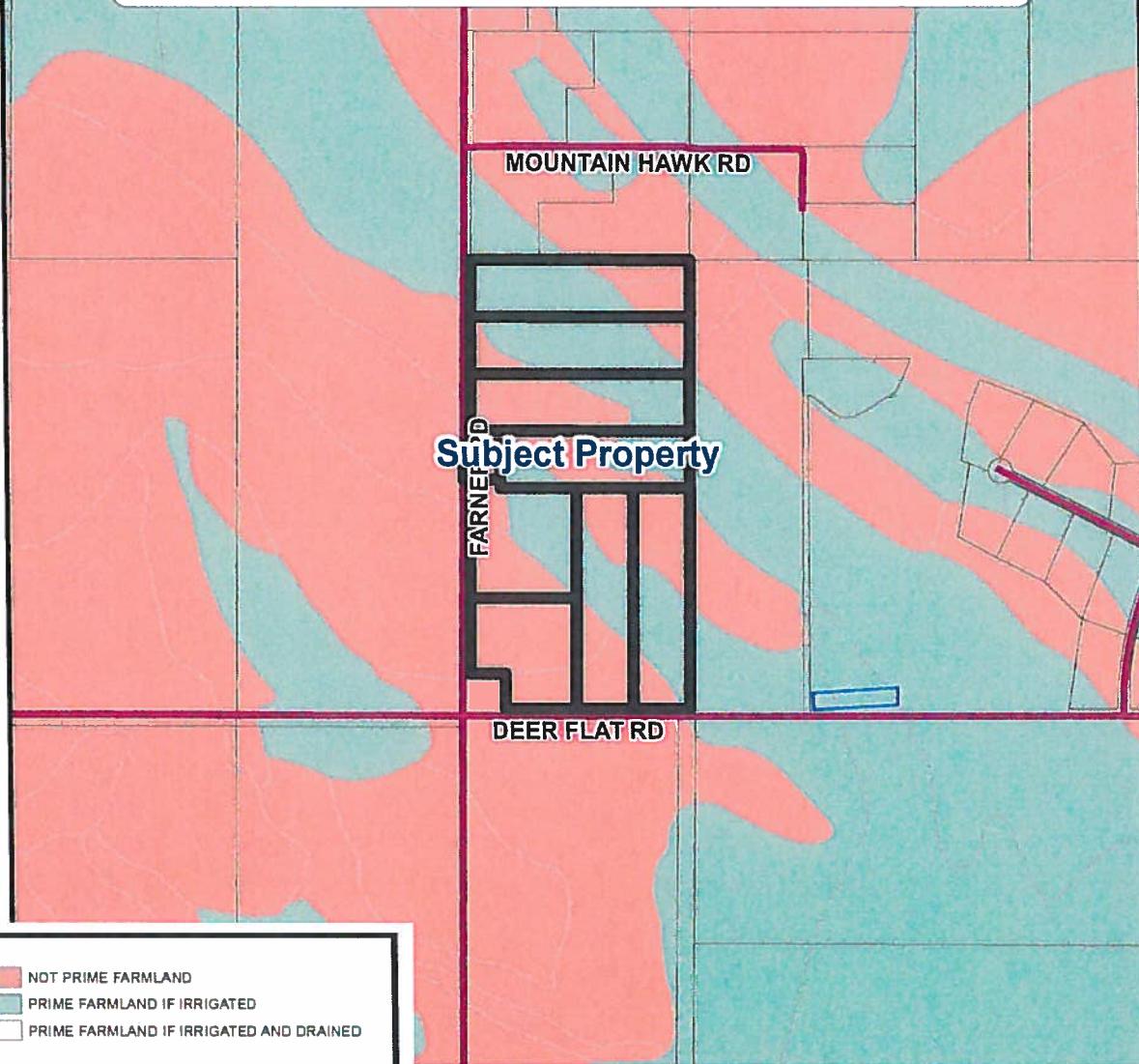
# Deer Flat Sand and Gravel Dan Hukill Case Map



## CASE CUPS

ID	CASENUM	REQUEST	CASENAME	FINALDECIS
1	CU2007-104	CUP - 307 LOTS	BARRON DEVELOPMENT, LLC	WITHDRAWN
2	CU2007-104	CUP - 307 LOTS	BARRON DEVELOPMENT, LLC	WITHDRAWN
3	CU2007-104	CUP - 307 LOTS	BARRON DEVELOPMENT, LLC	WITHDRAWN
4	CPR-2008-6	CONDITIONAL REZONE A to R-R	CANYON COUNTY LAKE ESTATES, LLC	APPROVED
5	CU2008-44	CUP - 2 LOTS	CORVERA, SALVADOR T.	APPROVED
6	CU2008-3	CUP - 3 LOTS	PETERSON, GRANT & BARBARA	APPROVED
7	CU2008-3	CUP - 3 LOTS	PETERSON, GRANT & BARBARA	APPROVED
8	CU2008-3	CUP - 3 LOTS	PETERSON, GRANT & BARBARA	APPROVED
9	SD2009-8	LANDFILL EXPANSION	PICKLES BUTTE SANITARY LANDFILL	APPROVED
10	CU2009-22	LANDFILL EXPANSION	PICKLES BUTTE SANITARY LANDFILL	APPROVED

## Deer Flat Sand and Gravel Dan Hukill Prime Farm Lands

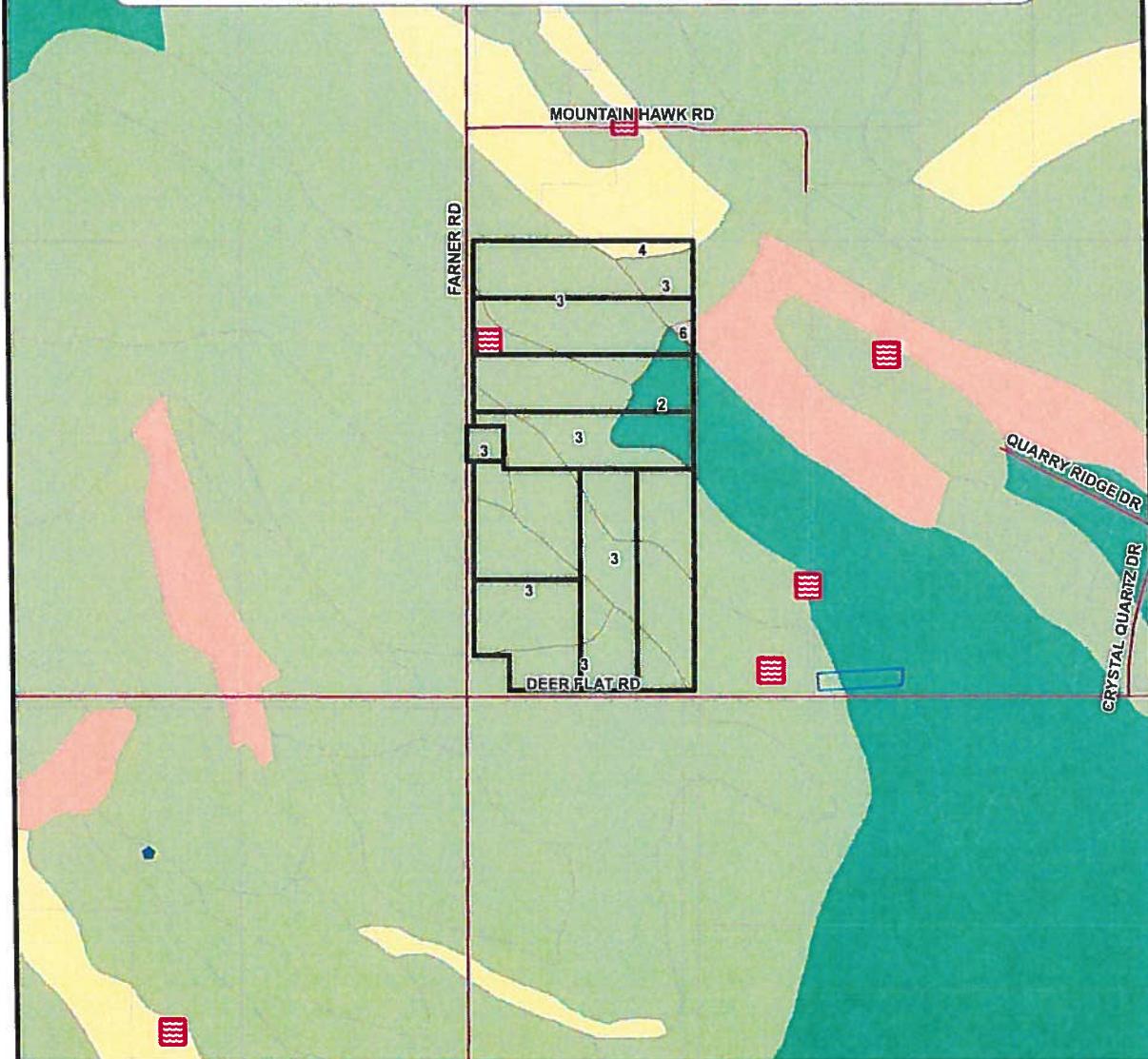


### FARMLAND REPORT

SOIL NAME	FARMLAND TYPE	SQUARE FOOTAGE	ACREAGE	PERCENTAGE
ScC	Not prime farmland	21014114480.26	482417.69	14.51%
MkB	Prime farmland if irrigated	27177075483.41	623899.80	18.76%
BaC	Not prime farmland	5751219305.11	132029.83	3.97%
MgD	Not prime farmland	2145866106.51	49262.31	1.48%
ScC	Not prime farmland	34138746390.43	783717.78	23.57%
MnC	Not prime farmland	5455078700.75	125231.38	3.77%
MgE	Not prime farmland	491093726.09	11273.96	0.34%
ScB	Prime farmland if irrigated	10251127663.15	235333.51	7.08%
MkB	Prime farmland if irrigated	25487941604.85	585122.63	17.59%
MnC	Not prime farmland	12958090605.42	297476.83	8.94%
		144870354065.98	3325765.70	100%

SOIL INFORMATION IS DERIVED FROM THE USDA's CANYON COUNTY SOIL SURVEY OF 2008

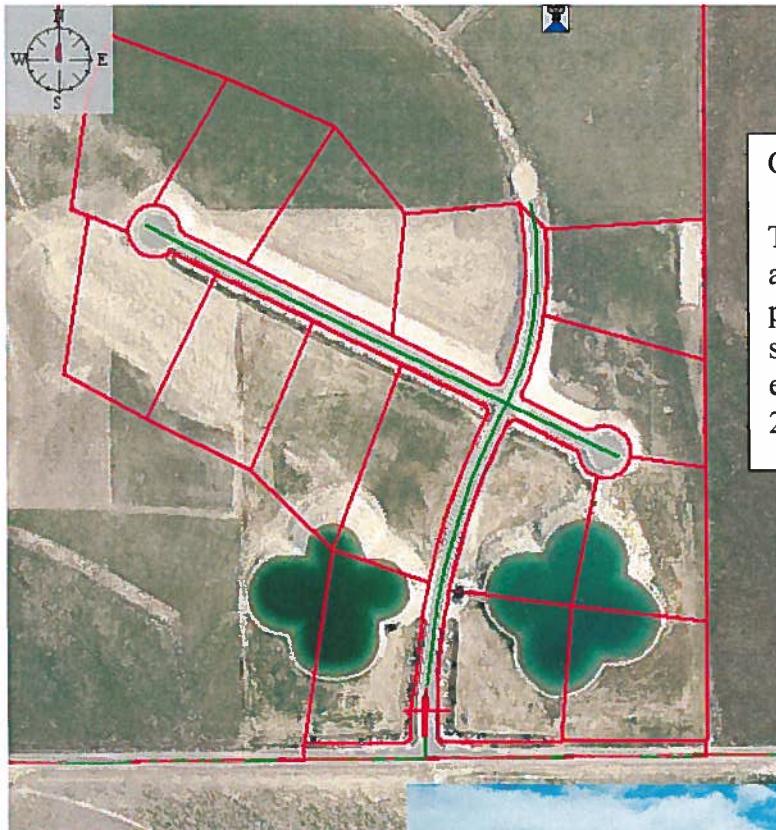
## Deer Flat Sand and Gravel Dan Hukill Soil Map



### SOIL REPORT

SOIL CAPABILITY CLASS	SOIL CAPABILITY	SQUARE FOOTAGE	ACREAGE	PERCENTAGE
3	MODERATELY SUITED SOIL	21014114480.26	482417.69	23.29%
3	MODERATELY SUITED SOIL	27177075483.41	623899.80	30.12%
3	MODERATELY SUITED SOIL	5751219305.11	132029.83	6.37%
4	MODERATELY SUITED SOIL	2145866106.51	49262.31	2.38%
3	MODERATELY SUITED SOIL	34138746390.43	783717.78	37.84%
3	MODERATELY SUITED SOIL	5455078700.75	125231.38	6.05%
6	LEAST SUITED SOIL	491093726.09	11273.96	0.54%
2	BEST SUITED SOIL	10251127663.15	235333.51	11.36%
3	MODERATELY SUITED SOIL	25487941604.85	585122.63	28.25%
3	MODERATELY SUITED SOIL	12958090605.42	297476.83	14.36%
		90227021765.72	2071327.41	100%

## **Deerflat Sand and Gravel Reclamation and Development Project:**



Crystal Lake Estates Phase I.

This is a reclamation of a Deer Flat Sand and Gravel pit and development of that property. This development is east of the subject properties and adjacent to the existing Deerflat gravel pit. Picture is from 2009.

Crystal Lake Estates Phase I.

These are photos of the ponds and landscaping in May 2011.



200679535

## Meadow Vista Ranch Subdivision

A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 23  
TENORO 2 MILE RANGE 3 WEST, DOUGIE MURRAY  
CARTON COUNTY, BRITISH COLUMBIA

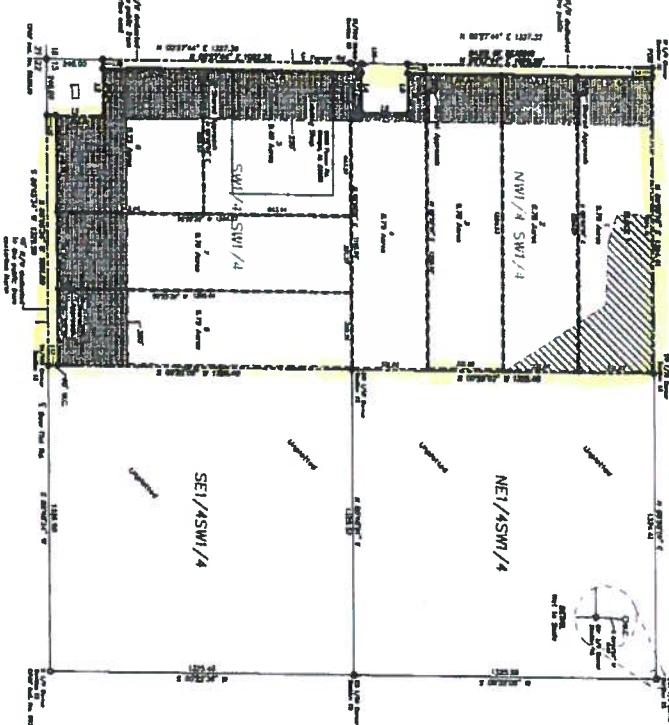
RECORDED

T12242195

© 1964 CANYON RECORDS  
BY Merle Haggard

A photograph of a document page with two columns of dense, illegible text. The text is printed in a dark, monospaced font on a light background. The left column is enclosed in a rectangular border.

Subject  
Property



Scale: 1" = 300'

LEGEND

— N —

April 24, 2008  
By 15  
Ames

A circular library stamp with the text "PROFESSIONAL LIBRARY" at the top and "GEORGE WASHINGTON UNIVERSITY" at the bottom. In the center, it says "3627" and "SKINNER".

Skinner Land  
Survey Co. Inc.

BR. 38 Pg. 35

## Meadow Vista Ranch Subdivision

A PORTION OF THE SW 1/4/SW 1/4 AND THE NW 1/4/SW 1/4 OF SECTION 15,  
TOWNSHIP 2 NORTH, RANGE 3 WEST, BOISE MERRIAN,  
CANYON COUNTY, IDAHO  
2006

CPAR Inv. No. 200139257

W 1/4 Corner

Section 15

Post

CW 1/8 Corner  
Section 15

Scale: 1" = 100'

0 100 200

100 200

200 300

N

**LEGEND**

• 5/8" REBAR - FOUND

• 5/8" x 30' REBAR - SET

• 1/2" x 24' REBAR - SET

— PROPERTY BOUNDARY LINE

— W.C. WITNESS CORNER

— — — UTILITY, DRAINAGE AND IRRIGATION EASEMENT

— — — UNLESS OTHERWISE NOTED, WILDLINES AND BE

— — — 10 FEET ALONG STREET FRONTAGE

— — — 5 FEET ON EACH SIDE OF BLOCK LOT LINES

— — — 5 FEET ON EACH SIDE OF INTERIOR LOT LINES

**NO-BUILD ZONE (SLOPES 10% OR GREATER)**

**NO-BUILD ZONE (SETBACK)**

SEE PAGE 4 FOR DEVELOPMENT DATA  
AND LINE TABLE

THIS PLATMENT RECOGNIZES THE 22 CHAPTER 43, IDAHO  
CODE, THE RIGHT TO FARM ACT, AND STATE CODE 20-400  
WHICH STATES IN RELEVANT PART, "NO AGRICULTURAL  
OPERATION OR AGRICULTURE TO IT SHALL BE, OR BECOME A  
NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS  
IN OR ABOUT THE SURROUNDING AGRICULTURAL ACTIVITIES  
AFTER THE SAME HAS BEEN IN OPERATION FOR A PERIOD, THAN  
THE TIME, WHEN THE OPERATION WAS NOT A NUISANCE, AT  
THE TIME OF THE PLATMENT, OR THE TIME OF THE  
PRODUCTION FROM THE SECTION SHALL NOT APPARENTLY INFER A  
NUISANCE RESULTS FROM THE IMPROPER OR NEGLECTFUL  
OPERATION OF ANY AGRICULTURAL OPERATION OR AN  
AGRICULTURAL ENTRANCE TO IT."



Skinner Land  
Survey Co., Inc.

Date of Preparation  
2/2005

2005  
A.S. Surveyors  
Certified  
Professional  
Land Surveyors  
State of Idaho  
A.S. Surveyors

Blk. \_\_\_\_\_ Pg. \_\_\_\_\_



# DEERFLAT SAND & GRAVEL INC.

14602 Deerflat Road \* Nampa, Idaho 83686 \* Office (208) 467-2390 \* Fax (208) 467-5811

May 2, 2011

*Letter of Intent  
"Second Revision"*

**We are requesting a 10year C.U.P. for a Gravel Pit, Batch Plant and Hot Mix Asphalt Plant. Quarter Section: SW, Section: 15, Township: 2N, Range: 3W, Zoning: AG. Lot's 1, 2, 3, 4, 5, 6, 7, 8, & R30128.**

**The property is adjacent to Deer flat Sand and Gravel's Pit #2. The proposed Concrete Batch Plant and Hot Mix Plant would only be on an as needed basis.**

**The proposed property is known as Meadow Vista Ranch Subdivision and there are 8 lots in this subdivision. There are no houses on this subdivision. We propose to leave the subdivision intact and add C.U.P.'s to lot # 1, 2, 3, 4, 5, 6, 7, and 8.**

**Hours of operation shall be Monday thru Saturday 7:00 a.m. to 10:00 p.m.**

**The drawing attached within shows six proposed disturbed areas known as Pit A, B, C, D, E, and F. Pit A, B, and C are primarily used for crushed products. Our power source is within this area. Pit D, E, and F would be used primarily for pit run, fill dirt, future hot plant, and concrete batch plant set up areas. There will be a proposed haul road between each pit, for exit through Deer flat Sand and Gravels existing scales/office and approaches on to Deer Flat road.**

**We would like to preserve the existing approach's on to Farner Road, where an existing entrance to a barn is located. These approaches will be used on an as need basis.**

**After gravel pit completion, the excavated areas will be lined with clay from the bottom of the pit and filled with water to provide five scenic private lakes.**

**Pit F will not have a lake. After gravel removal, fill dirt and two foot of top soil will be placed and fine graded for final reclamation.**

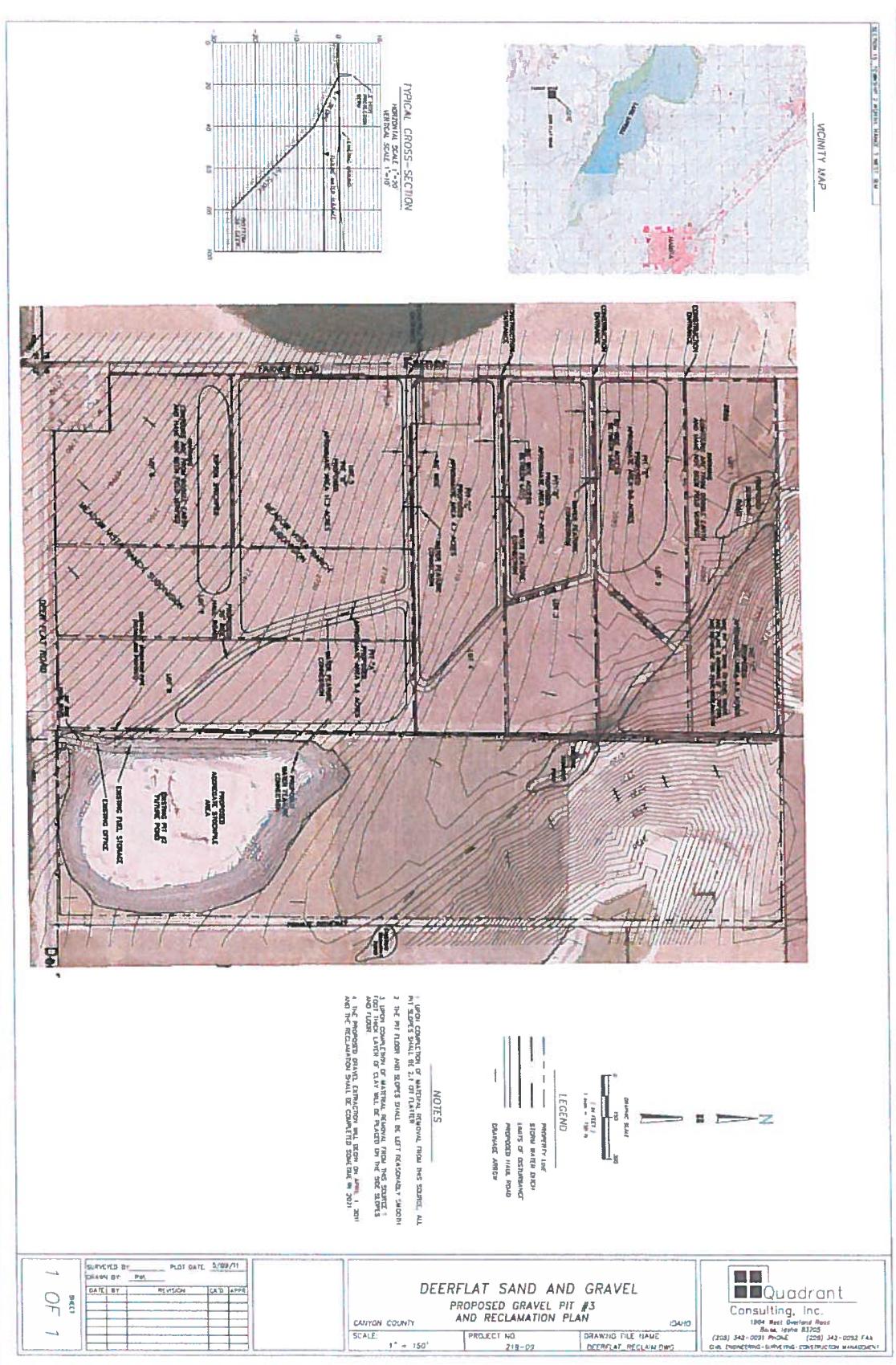
**Applicants Signature**

*Daniel M. Hubill*

**Date** *May, 2, 2011*

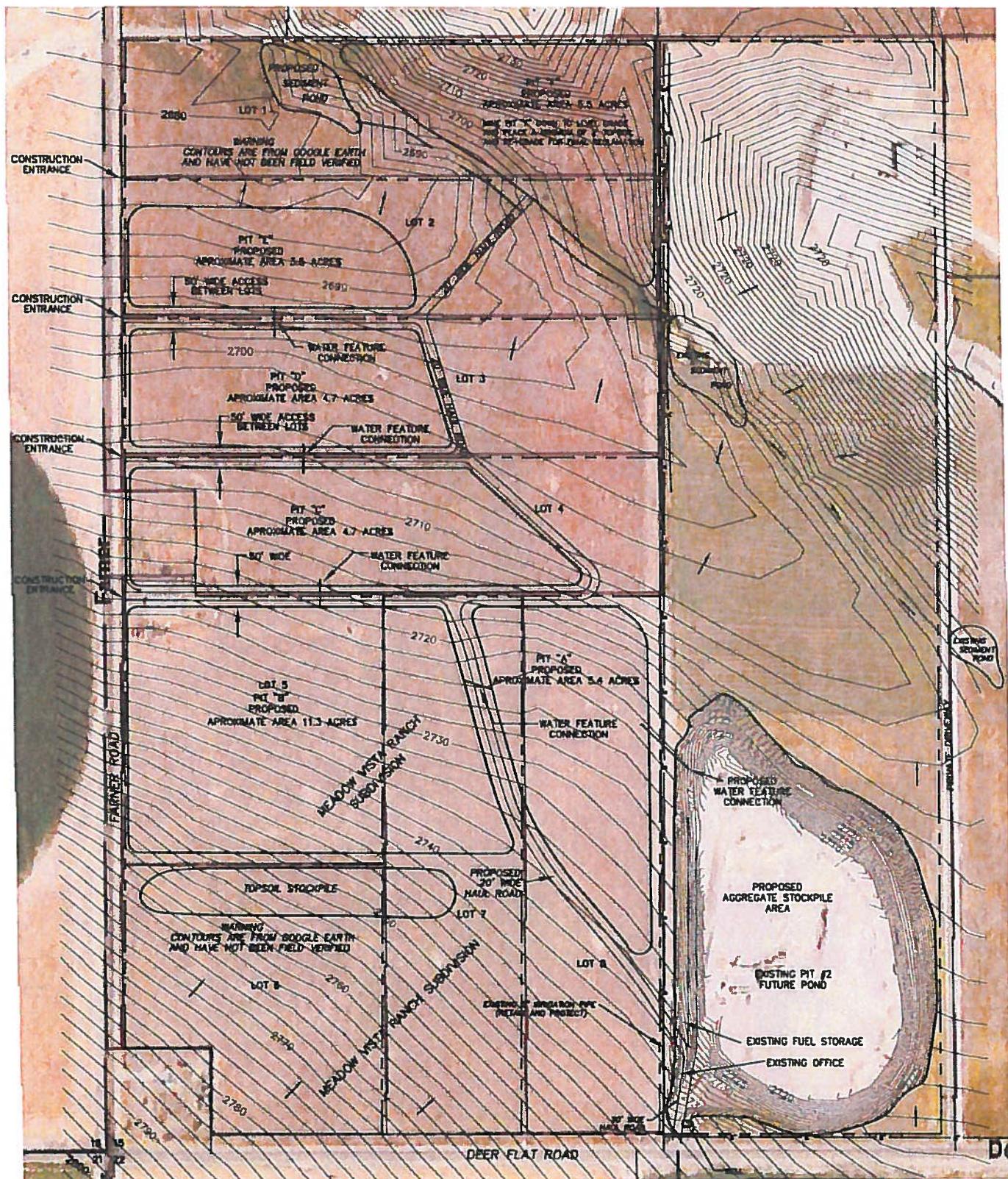


# Proposed Gravel Extraction & Reclamation Map: Deerflat Pit #3



# Proposed Gravel Extraction & Reclamation Map: Deerflat Pit #3

## Detail of Map



**APPLICANT:**

NAME: Daniel M. Hukill / Deerflat Sand & Gravel, Inc.  
ADDRESS: 14602 Deerflat Road  
CITY: Nampa STATE: ID ZIP: 83686  
TELEPHONE: 208-467-2390 FAX: 208-467-5811  
EMAIL: deerflat1@speedyquick.net  
SIGNATURE: Daniel M. Hukill DATE: 4/30/2011

**PROPERTY OWNER:**

NAME: Scott & Terri Englund  
ADDRESS: 275 Palermo Dr.  
CITY: Oroville STATE: CA ZIP: 95966  
TELEPHONE: 208-850-1551 FAX:   
EMAIL: scott@themeetingplacecusco.com

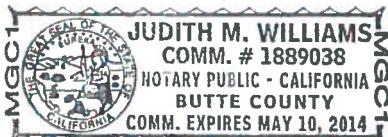
NOTE: If property owner is not the applicant listed on the application, the property owner must have their signature notarized.

I consent to this application, I certify this information is correct, and allow Development Services staff and County Officials to enter the property for related site inspections. I agree to indemnify, defend and hold Canyon County and its employees and officials harmless from any claim or liability resulting from any dispute as to the statements contained in this application or as to the ownership of the property, which is the subject of the application.

SIGNATURE: Scott & Terri Englund DATE: 5/07/11

NOTARY:

SUBSCRIBED AND SWORN BEFORE ME ON THIS 17<sup>th</sup> DAY OF May 20 11.

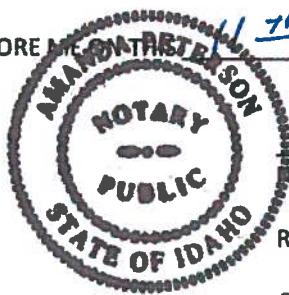


Judith M. Williams  
NOTARY PUBLIC FOR IDAHO California  
RESIDING AT Oroville CA  
COMMISSION EXPIRES May 10, 2014

**APPLICANT:**NAME: Daniel M. Hukill / Deerflat Sand & Gravel, Inc.ADDRESS: 14602 Deerflat RoadCITY: Nampa STATE: ID ZIP: 83686TELEPHONE: 208-467-2390 FAX: 208-467-5811EMAIL: deerflat1@speedyquick.netSIGNATURE: Daniel M. Hukill DATE: 5/2/2011**PROPERTY OWNER:**NAME: Garlington Investments LLCADDRESS: 410 S Orchard StreetCITY: Boise STATE: ID ZIP: 83705TELEPHONE: 208-571-7193 FAX: EMAIL: joe@teamrealtyofidaho.com

**NOTE:** If property owner is not the applicant listed on the application, the property owner must have their signature notarized.

I consent to this application, I certify this information is correct, and allow Development Services staff and County Officials to enter the property for related site inspections. I agree to indemnify, defend and hold Canyon County and its employees and officials harmless from any claim or liability resulting from any dispute as to the statements contained in this application or as to the ownership of the property, which is the subject of the application.

SIGNATURE: Joe Pearson DATE: 5/11/11**NOTARY:**SUBSCRIBED AND SWORN BEFORE AMANDA PETERSONDAY OF May 20 11Amanda Peterson985 Corporate Ln - NampaJune 24, 2013

## LEASE FOR MINING AND FOR MINERAL RIGHTS

THIS LEASE FOR MINING AND FOR MINERAL RIGHTS ("Lease") is made and entered into this 30<sup>th</sup> day of April, 2011, between DEERFLAT SAND & GRAVEL, INC., hereinafter referred to as the "Lessee," and SCOTT AND TERI ENGLUND, hereinafter referred to as the "Lessor."

### WITNESSETH:

That the Lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned on the part and behalf of the said Lessee to be paid, kept and performed, does by these presents grant, demise and lease unto the said Lessee, and the said Lessee does by these presents hire, rent and take from the said Lessor, the right to mine and remove those minerals, particularly gravel, located on the following described real property, to wit:

Lots #1, #2, #4, #5, #6, #7 and #8 of Meadow Vista Ranch Subdivision located at the northeast corner of Deer Flat Road and Farner Road, Nampa, Idaho 83686. A portion of SW1/4 SW1/4 and the NW1/4 SW1/4 of Section 15, Canyon County, Idaho.

For a term of (10) years, said term to commence on April 30, 2011 and terminate on April 30, 2021, for the royalties and upon the terms and conditions as follows.

**This lease is contingent upon the property containing gravel and the gravel pit approval at Canyon County Development Services.** The Lessee shall pay for all permitting process. The Lessee shall present the application to the County free of charge and represent the Lessor in the Lessor's absence, provided the Lessor remains solvent. The Lessee is to be compensated for incurred costs of obtaining the CUP in the amount of \$50,000 if Lessor sells the said lots. Deerflat Sand & Gravel, Inc. will retain lease with new owners of said lots. Unless otherwise specified, the following terms and conditions shall apply to Deerflat Sand & Gravel, Inc. proposed Gravel Pit #3 which is Lots #1, #2, #4, #5, #6, #7 and #8 of Meadow Vista Ranch Subdivision.

This lease shall be binding and remain with the lease of the Lessee, Deer Flat Sand & Gravel, Inc., which is the lease on the 40 acre parcel adjacent to the east of Meadow Vista Ranch Subdivision. The purpose of binding the lease is to confirm the water system will be put in to place in conformance with the reclamation plan. A transfer of ownership of said 40 acre parcel will transfer and convey to New Owner all of its rights, title and interest in said Lease to New Owner. The New Owner hereby accepts and assumes all obligations, responsibilities and liabilities of said Lease and agrees to perform said Lease Agreement according to its terms covenants and conditions. Upon transfer of ownership of said 40 acres and Lease Agreement, current owners Daniel M. & Marcine L. Hukill shall be discharged from all responsibilities and liabilities under said Lease Agreement.

If parties other than the Lessor or Lessee hinder or legally restrict such operations, neither Lessor nor Lessee will be held liable for such restrictions or hindrances.

## 1. ROYALTIES:

Gravel Pit #3: Lessee shall pay a royalty to Lessor equal to .56 cents per ton of gravel and minerals removed from Gravel Pit #3, for the term of the lease. Lessee agrees that Lessee shall not commit waste of minerals or gravel, in accord with Paragraph 18 of this Lease. Monthly royalties are due and payable on the 20<sup>th</sup> day of each month for the preceding month. No material to be paid for until sold.

Access to Records and Minimum Tonnage: The parties agree that each may have access to the other's records with regard to yardage of gravel, minerals or materials removed in order to ascertain monthly payments.

**2. USE OF PROPERTY:** Lessee agrees that the leased property shall be used by Lessee solely for the mining, processing, crushing, stockpiling, removal of gravel and other minerals, or for placing a hot plant or concrete batch plant. Lessee shall supply all of Lessee's own labor and equipment for such purpose. If Lessee stockpiles gravel or other materials on the property, Lessee shall do so solely within the pit, not on the surface or reclaimed areas.

**Non Competition Agreement:** Lessee agrees to utilize Gravel Pit #3 exclusively for all available materials used during the course of this lease. Lessee may only utilize other vendors for purchase of material if said vendors are located outside of an 8 mile radius. If Lessee desires to use a vendor within the non-compete zone, the Lessee is required to obtain written authorization from the Lessor.

**3. RECLAMATION BOND AND LIABILITY INSURANCE:** Lessee will carry the Reclamation Bond on Gravel Pit #3. Lessee shall maintain a comprehensive liability insurance policy covering the leased property during the term of the Lease with a responsible insurance company, all at the sole cost and expense of Lessee, in the names and for the benefit of Lessee, Lessor, and Scott & Teri Englund as additional insureds and beneficiaries, in the sum of \$1,000,000.00 single-limit coverage. Lessee shall furnish Lessor with a certificate of such liability insurance stating that said insurance is in full force and effect during the term of this lease.

**Reclamation Agreement:** On completion of gravel removal, Lessee shall slope all excavated areas to 2:1 minimum slope using existing soils from bottom of pit. Lessee shall leave existing material on property between Deerflat Sand & Gravel Pit #2 and Lot #8 for use as levee to control water depth of Pit #2.

Lessor agrees that after slope work is complete on final reclamation, that owners of Lots #1, #2, #4, #5, #6, #7, and #8 shall sign a maintenance agreement on the water supply well and system. Before water is delivered, the owner of lots #1, #2, #4, #5, #6, #7 and #8 also shall share equally with Deerflat Sand & Gravel the cost to install pumping system in existing well and the power bill to pump water to said lakes. Deerflat

Sand & Gravel, Inc. will establish an escrow account for maintenance and power bill. The yearly fee shall be \$1,000.00 to be paid into escrow from each lot owner. Shall escrow reach \$30,000.00; yearly fee shall be reduced to match monthly power bills equally.

The \$30,000.00 shall remain in an escrow account to pay for any emergency repairs to well or pumps.

**4. DUST CONTROL:** Lessee shall institute and maintain dust control plans.

**5. ENVIRONMENTAL:** Lessee and Lessor agree to comply with all municipal, state and federal laws, rules, regulations and ordinances and to do all things necessary to stay in compliance with the same.

Each party represents and warrants to the other that:

- a. They have the full right, power and authority to execute this Lease and to carry out their respective obligations hereunder.
- b. Each party is financially capable of performing and satisfying, or has obtained sufficient financial assurance to satisfy, in full its respective obligations pursuant to this lease.
- c. Any handling, transportation, storage, treatment, or use of Toxic or Hazardous Substances that will occur on the property will be in compliance with all applicable federal, state, and local laws, regulations, and ordinances.
- d. Each party shall immediately notify the other party and the appropriate government entity, if any, of any leak, spill, release, discharge, emission, or disposal of Toxic or Hazardous Substance occurring on the property and the party causing same shall be responsible for any remediation necessitated thereby.

Neither Lessor nor, to the best knowledge of Lessor, any of Lessor's prior Lessees, was or is in violation or subject to any existing, pending, or threatened investigation by any governmental authority under any applicable federal, state, or local law, regulation, or ordinance pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of Toxic or Hazardous Substances, air emissions, other environmental matters, and all zoning and other land use matters. At the execution of this lease, the leased property and the soil, groundwater, and soil vapor on or under the property is free from Toxic or Hazardous Substances.

**6. DEFINITION OF "TOXIC OR HAZARDOUS SUBSTANCE":** "Toxic or Hazardous Substances" shall be interpreted broadly and include but not be limited to, any materials or substance that is defined or classified under federal, state or local laws as: (a) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. \*9601(14), section

311 of the Federal Water Pollution Control Act, 33 U.S.C. \*1321, as now or hereafter amended; (b) a "hazardous waste" pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. \*6903, 6921, as now or hereafter amended; (c) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. \*1317(a)(1); (d) a "hazardous air pollutant" under section 112 of the Clean Air act, 42 U.S.C. 7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App \*1802(4), as now or hereafter amended; (f) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws; or (g) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or may be passed or promulgated in the future. "Toxic or Hazardous Substances" shall also mean and substance that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities. "Toxic or Hazardous Substances" specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCB"), petroleum and petroleum-based derivatives, and urea formaldehyde.

**7. ENVIRONMENTAL INDEMNITY:** Each party hereby indemnifies, agrees to defend, with counsel satisfactory to the other party, and holds the other party, its officers, employees, contractors, and agents harmless from any claims, judgments, damages, penalties, fines, expenses, liabilities, or losses arising before, during or after the lease term out of or in any way relating to the presence, release, or disposal of Toxic or Hazardous Substances on or from the property, or to a breach of the environmental warranties made hereunder, as a result of the actions of that party, its officers, employees, contractors or agents. This indemnity shall include, without limitation, costs incurred in connection with:

- a. Toxic or Hazardous Substances present or suspected to be present in the soil, groundwater, or soil vapor on or under the property; or
- b. Toxic or Hazardous Substances that migrate, flow, percolate, diffuse, or in any way move onto or under the property; or
- c. Toxic or Hazardous Substances present on or under the Property as a result of any discharge, dumping, or spilling (accidental or otherwise) onto the property during Lessee's occupation of the property.

The indemnification herein provided shall also specifically cover, without limitation, costs incurred in connection with any corrective action, investigation of site conditions, or any cleanup, remedial removal, or restoration work required by any federal, state, or local government agency or political subdivision or other third party because of the presence or suspected presence of Toxic or Hazardous Substances in the soil, groundwater, or soil vapor on or under the property. Those costs may include, but are not to be limited to, diminution in the value of the property, damages for the loss or

8

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*Lease for  
Lot 3*

## LEASE FOR MINING AND FOR MINERAL RIGHTS

THIS LEASE FOR MINING AND FOR MINERAL RIGHTS ("Lease") is made and entered into this 30<sup>th</sup> day of April, 2011, between DEERFLAT SAND & GRAVEL, INC., hereinafter referred to as the "Lessee," and GARLINGTON INVESTMENTS LLC, hereinafter referred to as the "Lessor."

### WITNESSETH:

That the Lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned on the part and behalf of the said Lessee to be paid, kept and performed, does by these presents grant, demise and lease unto the said Lessee, and the said Lessee does by these presents hire, rent and take from the said Lessor, the right to mine and remove those minerals, particularly gravel, located on the following described real property, to wit:

Lot #3 of Meadow Vista Ranch Subdivision located at the northeast corner of Deer Flat Road and Farner Road, Nampa, Idaho 83686. A portion of SW1/4 SW1/4 and the NW1/4 SW1/4 of Section 15, Canyon County, Idaho.

For a term of (10) years, said term to commence on April 30, 2011 and terminate on April 30, 2021, for the royalties and upon the terms and conditions as follows.

**This lease is contingent upon the property containing gravel and the gravel pit approval at Canyon County Development Services.** The Lessee shall pay for all permitting process. The Lessee shall present the application to the County free of charge and represent the Lessor in the Lessor's absence, provided the Lessor remains solvent. If Lessor sells said lots, the Lessee is to be paid \$6250.00 for their efforts to receive C.U.P. Unless otherwise specified, the following terms and conditions shall apply to Deerflat Sand & Gravel, Inc. proposed Gravel Pit #3 which is Lot #3 of Meadow Vista Ranch Subdivision.

This Lease shall be binding and remain with the forty (40) acre parcel now owned by Daniel M. & Marcine L. Hukill and leased by Deerflat Sand & Gravel, Inc. A transfer of ownership of said 40 acre parcel will transfer and convey to New Owner all of its rights, title and interest in said Lease to New Owner. The New Owner hereby accepts and assumes all obligations, responsibilities and liabilities of said Lease and agrees to perform said Lease Agreement according to its terms covenants and conditions. Upon transfer of ownership of said 40 acres and Lease Agreement, current owners Daniel M. & Marcine L. Hukill shall be discharged from all responsibilities and liabilities under said Lease Agreement.

If parties other than the Lessor or Lessee hinder or legally restrict such operations, neither Lessor nor Lessee will be held liable for such restrictions or hindrances.

## 1. ROVALTIES:

Gravel Pit #3: Lessee shall pay a royalty to Lessor equal to .56 cents per ton of gravel and minerals removed from Gravel Pit #3, for the term of the lease. Lessee agrees that Lessee shall not commit waste of minerals or gravel, in accord with Paragraph 18 of this Lease. Monthly royalties are due and payable on the 20<sup>th</sup> day of each month for the preceding month. No material to be paid for until sold.

Access to Records and Minimum Tonnage: The parties agree that each may have access to the other's records with regard to yardage of gravel, minerals or materials removed in order to ascertain monthly payments.

**2. USE OF PROPERTY:** Lessee agrees that the leased property shall be used by Lessee solely for the mining, processing, crushing, stockpiling, removal of gravel and other minerals, or for placing a hot plant or concrete batch plant. Lessee shall supply all of Lessee's own labor and equipment for such purpose. If Lessee stockpiles gravel or other materials on the property, Lessee shall do so solely within the pit, not on the surface or reclaimed areas.

The gravel source at Lot #3 of Meadow Vista Ranch Subdivision will be used for all pitrun sales and any future work that requires a hot plant or batch plant to set up and crush specifically for future local work, until source is depleted.

**3. RECLAMATION BOND AND LIABILITY INSURANCE:** Lessee will carry the Reclamation Bond on Gravel Pit #3. Lessee shall maintain a comprehensive liability insurance policy covering the leased property during the term of the Lease with a responsible insurance company, all at the sole cost and expense of Lessee, in the names and for the benefit of Lessee, Lessor, and Garlington Investments LLC as additional insureds and beneficiaries, in the sum of \$1,000,000.00 single-limit coverage. Lessee shall furnish Lessor with a certificate of such liability insurance stating that said insurance is in full force and effect during the term of this lease.

Reclamation Agreement: On completion of gravel removal, Lessee shall slope all excavated areas to 2:1 minimum slope using existing soils from bottom of pit.

Lessor agrees that after slope work is complete on final reclamation, that owner of Lot #3 shall sign a maintenance agreement on the water supply well and system. Before water is delivered, the owner of lot #3 also shall share equally with Deerflat Sand & Gravel the cost to install pumping system in existing well and the power bill to pump water to said lakes. Deerflat Sand & Gravel, Inc. will establish an escrow account for maintenance and power bill. The yearly fee shall be \$1,000.00 to be paid into escrow from each lot owner. Shall escrow reach \$30,000.00; yearly fee shall be reduced to match monthly power bills equally.

The \$30,000.00 shall remain in an escrow account to pay for any emergency repairs to well or pumps.

**4. DUST CONTROL:** Lessee shall institute and maintain dust control plans.

**5. ENVIRONMENTAL:** Lessee and Lessor agree to comply with all municipal, state and federal laws, rules, regulations and ordinances and to do all things necessary to stay in compliance with the same.

Each party represents and warrants to the other that:

- a. They have the full right, power and authority to execute this Lease and to carry out their respective obligations hereunder.
- b. Each party is financially capable of performing and satisfying, or has obtained sufficient financial assurance to satisfy, in full its respective obligations pursuant to this lease.
- c. Any handling, transportation, storage, treatment, or use of Toxic or Hazardous Substances that will occur on the property will be in compliance with all applicable federal, state, and local laws, regulations, and ordinances.
- d. Each party shall immediately notify the other party and the appropriate government entity, if any, of any leak, spill, release, discharge, emission, or disposal of Toxic or Hazardous Substance occurring on the property and the party causing same shall be responsible for any remediation necessitated thereby.

Neither Lessor nor, to the best knowledge of Lessor, any of Lessor's prior Lessees, was or is in violation or subject to any existing, pending, or threatened investigation by any governmental authority under any applicable federal, state, or local law, regulation, or ordinance pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of Toxic or Hazardous Substances, air emissions, other environmental matters, and all zoning and other land use matters. At the execution of this lease, the leased property and the soil, groundwater, and soil vapor on or under the property is free from Toxic or Hazardous Substances.

**6. DEFINITION OF "TOXIC OR HAZARDOUS SUBSTANCE":** "Toxic or Hazardous Substances" shall be interpreted broadly and include but not be limited to, any materials or substance that is defined or classified under federal, state or local laws as: (a) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321, as now or hereafter amended; (b) a "hazardous waste" pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §6903, 6921, as now or hereafter amended; (c) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1); (d) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C. 7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. §1802(4), as now or hereafter amended; (f) toxic or hazardous pursuant to

regulations promulgated now or hereafter under the aforementioned laws; or (g) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or may be passed or promulgated in the future. "Toxic or Hazardous Substances" shall also mean and substance that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities. "Toxic or Hazardous Substances" specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCB"), petroleum and petroleum-based derivatives, and urea formaldehyde.

**7. ENVIRONMENTAL INDEMNITY:** Each party hereby indemnifies, agrees to defend, with counsel satisfactory to the other party, and holds the other party, its officers, employees, contractors, and agents harmless from any claims, judgments, damages, penalties, fines, expenses, liabilities, or losses arising before, during or after the lease term out of or in any way relating to the presence, release, or disposal of Toxic or Hazardous Substances on or from the property, or to a breach of the environmental warranties made hereunder, as a result of the actions of that party, its officers, employees, contractors or agents. This indemnity shall include, without limitation, costs incurred in connection with:

- a. Toxic or Hazardous Substances present or suspected to be present in the soil, groundwater, or soil vapor on or under the property; or
- b. Toxic or Hazardous Substances that migrate, flow, percolate, diffuse, or in any way move onto or under the property; or
- c. Toxic or Hazardous Substances present on or under the Property as a result of any discharge, dumping, or spilling (accidental or otherwise) onto the property during Lessee's occupation of the property.

The indemnification herein provided shall also specifically cover, without limitation, costs incurred in connection with any corrective action, investigation of site conditions, or any cleanup, remedial removal, or restoration work required by any federal, state, or local government agency or political subdivision or other third party because of the presence or suspected presence of Toxic or Hazardous Substances in the soil, groundwater, or soil vapor on or under the property. Those costs may include, but are not to be limited to, diminution in the value of the property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the property, sums paid in settlements of claims, attorneys' fees, consultants' fees, and expert fees.

The foregoing environmental indemnity shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the property or any interest in this Lease and shall be governed by the laws of the state of Idaho.

**8. ENVIRONMENTAL DEFAULT PROVISIONS:** Any reasonable interference with Lessee's operations resulting from the presence of Toxic or Hazardous Substances on, under, in, or adjacent to the property or from Remedial Work not caused by Lessee may be a material default for which Lessee may exercise remedies set forth in this Lease, including, but not limited to: (1) abating rent, or (2) terminating this Lease.

**9. TAXES AND ASSESSMENTS:** Lessor shall pay all real estate taxes and assessments of any kind levied against the leased property during the term of this Lease; Lessee shall pay any personal property taxes and assessments of any kind levied against Lessee's personal property located upon the leased property, promptly as the same become due.

**10. ASSIGNMENT OR SUBLÉASING:** Lessee reserves the right to assign this Lease or sublet to any other lessee the said leased property or any portion thereof, with Lessor approval. Lessor agrees to not sell said property to another competitor in the same lines of business as Deer Flat Sand and Gravel.

**Assignment or Sale of Lease Contract:** Lessor reserves the right to sell off interests in the revenue from the royalties of the gravel extracted from gravel pit #3 so long as the original terms of the contract are adhered to. If any changes are made to such contract, the Lessee's permission is required.

**11. NON-CONCELLATION OF LEASE:** It is agreed that voluntary or involuntary filing of bankruptcy, or assignment for the benefit of creditors, or any other act of insolvency by or on behalf of the Lessor shall not cancel this Lease.

**12. AUTOMATIC CONCELLATION:** It is agreed that voluntary or involuntary filing of bankruptcy, or assignment for the benefit of creditors, or any other act of insolvency by or on behalf of the Lessee shall automatically cancel this Lease, and Lessor shall be entitled to immediate possession of the leased property.

**13. HAZARDS:** Neither party shall do anything on the property or bring or keep anything therein which will increase the risk of damage or which conflict with the regulations or laws of the fire department, or with any insurance policies, or with any rules or ordinances established by the board of health, or with any municipal, state or federal laws, ordinances or regulations.

**14. LABOR CONTRACTS AND EMPLOYEES:** The parties expressly covenant and agree that all labor contracts and employment agreements with employees of Lessee shall be made directly with Lessee and that all such employees shall be deemed solely the employees of Lessee and in no way employees of Lessor. Lessee hereby indemnifies and holds Lessor harmless of and from any liability for any acts of employees of Lessee or any acts of persons working for Lessee under a labor contract or employment agreement, and whether written or verbal. Similarly, the parties expressly covenant and agree that all labor contracts and employment agreements with employees of Lessor shall be made directly with Lessor and all such employees shall be deemed

solely the employees of Lessor and in now way employees of Lessee. Lessor hereby indemnifies and holds Lessee harmless of and from any liability for any acts of employees of Lessor for any acts of employees of Lessor or any acts of persons working for Lessor under a labor contract or employment agreement, and whether written or verbal.

**15. RIGHT OF INSPECTION:** Lessor shall have the right to enter the property at any reasonable time to examine the same.

**16. WASTE PROHIBITED:** Lessee shall not commit any waste or damage to the property, nor permit any waste or damage to be done thereto, nor shall Lessee commit waste of minerals, gravel, or gravel products, or otherwise harm Lessor's interest in the property or the material consideration of this Lease.

**17. LIABILITY:** Each party shall be responsible for its own negligence. Lessor shall not be liable for any injury or damage which may be sustained by any person or property of the Lessee or any other person or persons resulting from the condition of the property or any part thereof, or from the street or subsurface, or from any other source or cause whatsoever, nor shall the Lessor be liable for any defect on the property, latent or otherwise. Lessee hereby indemnifies and holds Lessor harmless from such liability, to the extent Lessee has control over the property.

**18. DAMAGE AND EXTENDED COVERAGE INSURANCE:** Lessee shall have no duty or obligation to maintain damage or extended coverage insurance on the property or personal property of Lessor and Lessor may maintain any such insurance on such property as Lessor desires. Lessor shall be under no duty or obligation to maintain fire, damage, casualty or other insurance upon the personal property and contents owned or mined or stockpiled by Lessee and Lessee may maintain any such insurance, as Lessee desires.

**19. SURRENDER OF POSSESSION:** Lessee agrees to surrender possession of the leased property to Lessor at the expiration of this Lease in good condition in regard to Lessee's use thereof.

**20: DEFAULT AND FORFEITURE:** Time and the strict and faithful performance of each and every one of the conditions of the Lease are expressly made the essence of this Lease.

**Non-Payment of Royalties:** If Lessee shall fail to pay royalties hereunder, Lessor may pursue any and all remedies available to Lessor under the Idaho Unlawful Detainer Statutes of Idaho Code #6-301 et. seq., or any other legal remedies, as Lessor may decide.

**Other Than Non-Payment of Royalties:** For any reason other than non-payment of royalties, if default be made by the Lessee in keeping, performing or observing any of the covenants of this Lease or failing to perform any other obligation imposed by this Lease

such shall constitute a default hereunder, and if Lessee shall fail to cure that default within thirty (30) days after Lessor has served notice upon Lessee of said default indicating the manner in which Lessee is in default, Lessor, immediately, and without further notice or demand upon Lessee, shall have any or all of the following rights and options.

- (a) To specifically enforce this Lease by suit in equity;
- (b) To declare this Lease null and void, forfeited and terminated as of the date of the breach, and to retain, as liquidated damages and all payments theretofore made and all improvements placed upon the Property, and to enter and repossess the Property.

If Lessee shall fail to surrender possession of the demised leased property to Lessor, upon demand by Lessor, the Lessee shall be deemed guilty of an unlawful and forcible detention of said leased property. If Lessee shall abandon or vacate said leased property, or if this Lease be terminated for breach of any of the covenants and Leases herein contained, Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining possession of said leased property from Lessee, including reasonable legal expenses and attorney's fees, and to pay such other expenses as the Lessor may incur in putting the leased property in good order and condition as herein provided, and also to pay all other reasonable and necessary expenses or commissions paid by Lessor in re-leasing the leased property. In the event of notification of default by Lessor to Lessee and Lessee does in fact cure such default, then and in that event Lessee shall pay, in addition to all arrearages as existing under the notice of default, the reasonable attorneys fees incurred by Lessor in determination of the default and the notification to the defaulting Lessee.

The foregoing rights and remedies are not intended to be exclusive, and all parties shall have any and all other remedies permitted in law or equity.

**21. LESSOR'S LIEN:** Lessor shall have a valid lien upon all stockpiled materials other property belonging to Lessee located on the leased property as security for the payment of royalties and fulfillment of the faithful performance of the covenants and conditions of the Lease. This is to say that Lessor may distain for any royalties or damages that may be due hereunder any of said property, whether the same be exempt from execution or not, and that Lessee in that case, hereby waives all legal right which Lessee now has, or may have, to hold or retain any such property under any exemption laws in the State of Idaho.

However, any lien of Lessor shall be junior, inferior and subordinate to financing liens as given by Lessee to third parties. This provision shall not conflict with Lessee's right to obtain financing.

**22. ATTORNEY'S FEES:** In the event an action is brought to enforce any of the terms or provisions of this Lease, or enforce forfeiture thereof for default thereof by either of the parties hereto, the prevailing party to such action or collection shall be

entitled to recover from the other party a reasonable attorney's fee, together with such other costs as may be authorized by law.

**23. NOTICES:** All notices required to be given to each of the parties hereto under the terms of the Lease shall be given by depositing a copy of such notice in the United States mail, postage prepaid and registered or certified, return receipt requested, to the respective parties hereto at the following address:

Lessor: Garlington Investments LLC  


Lessee: Deerflat Sand & Gravel, Inc.  
14602 Deer Flat Road  
Nampa, ID 83686

or to such other address as may be designated by writing delivered to the other party. All notices given by certified mail shall be deemed completed as of the date of mailing except as otherwise expressly provided herein.

**24. REPRESENTATIONS:** There are no verbal promises, implied promises, Leases, stipulations, representations or warranties of any character excepting those set forth in the Lease.

**25. BINDING EFFECT:** The provisions and stipulations hereof shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

**26. RECORDING:** Otherwise, Lessee's occupancy of the property is notice of Lessee's interest therein. Lessee may record a Memorandum of Lease, if it so chooses.

**27. SITUS:** This Lease is established and accepted by the Lessee under the laws of the State of Idaho, and all questions concerning its validity, construction and administration shall be determined under such laws.

**28. HEADINGS:** The bolded paragraph headings are for convenience only and are not a part of this lease and shall not be used in interpreting or construing this Lease.

**29. SEVERABILITY:** If any portion or portions of this Lease shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intentions of the parties hereto.

IN WITNESS WHEREOF, the Lessor and Lessee do execute this Lease the day and  
year first above written.

GARLINGTON INVESTMENTS LLC

By: Wm. P. Harkill

ITS: President

"LESSOR"

DEERFLAT SAND & GRAVEL, INC.

By: Daniel M. Hubbell

ITS: Secretary

"LESSEE"



INSTRUMENT NO. *2011061468*

## Southwest District Health

13307 Miami Lane • P.O. Box 850 • Caldwell, Idaho 83606 • (208) 455-5300 • Fax (208) 454-7722

1008 East Locust  
Emmett, ID 83617  
(208) 365-6371

1155 3rd Avenue North  
Payette, ID 83661  
(208) 642-9321

46 West Court Street  
Weiser, ID 83672  
(208) 549-2370

Administration  
455-5317

Environmental  
Health  
455-5400

Family Health  
455-5395

General Support  
455-5307

Nutrition and  
Health Promotion  
455-5343

June 1, 2011

### NOTICE OF INTENT TO RE-IMPOSE SANITARY RESTRICTIONS

Scott and Terri Englund  
275 Palermo Drive  
Oroville, CA 95966

Garlington Investments, LLC  
410 South Orchard Street  
Boise, ID 83705



RE: Re-Imposition of Sanitary Restrictions

Dear Mr. and Mrs. Englund and Garlington Investments, LLC:

It is the intention of Southwest District Health (SWDH) to re-impose sanitary restrictions in accordance with Section 50-1326, Idaho Code for:

Meadow Vista Ranch Subdivision, Instrument #200679535

Block 1, Lots 1-8

Section 50-1326, Idaho Code, mandates the re-imposition of sanitary restrictions on the plat upon the issuance of a certificate of disapproval after notice to the responsible party and an opportunity for appeal. IDAPA Section 41.08.01 of the Rules Governing Appeal From Administrative Decision And Request For Hearing allows 35 days for an appeal to be filed. This action is being taken in response to your "Letter of Intent – Second Revision" to Canyon County Development Services dated May 2, 2011, as part of Case File # CU2010-1. Since your clear intent is to have a gravel extraction operation operating on all eight lots of this subdivision, sanitary restrictions for purposes of subsurface sewage discharge will be reimposed on this subdivision. As soon as SWDH is notified by Development Services that the gravel extraction project has been approved, this office will send out a second letter formally informing you of the reimposition of sanitary restrictions. At some time in the future, when the gravel extraction operation is terminated, you may resubmit a Subdivision Engineering Report, requesting SWDH to lift sanitary restrictions on this parcel.

— Adams, Canyon, Gem, Owyhee, Payette and Washington Counties —

Meadow Vista Ranch Subdivision  
Page 2  
June 1, 2011

If you have any questions pertaining to this action being taken by SWDH, you may contact me at 208.455.5409, or via email [Robert.Parsons@phd3.idaho.gov](mailto:Robert.Parsons@phd3.idaho.gov), and I will be happy to discuss this action with you.

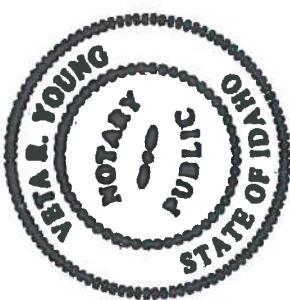
Sincerely.

Robert A. Parsons, REHS/RS  
Land Development Senior

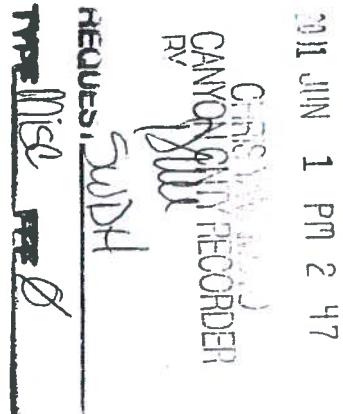
c      Debbie A. Root, Canyon County Development Services,  
            1115 Albany Street, Caldwell, ID 83605  
File copy

STATE OF IDAHO )  
County of: CANYON )  
SS.

County of: Charlton ), I, Veta R. Young, a notary public, do hereby certify that on this 1<sup>st</sup> day of JUNE, 2011, personally appeared before me ROBERT PARSONS, who, being first duly sworn, declared that he is the author of the Notice of Intent to Re-impose Sanitary Restrictions, that he signed the foregoing document as a Registered Environmental Health Specialist/ Registered Sanitarian of Southwest District Health, and that the statements therein contained are true.



Notary Public Vera L. Young  
Residing at Caldwell, Idaho  
My commission expires 11-7-2011



RECORDED

9011021662

**From:** Parsons, Robert [Robert.Parsons@phd3.idaho.gov]  
**Sent:** Wednesday, May 25, 2011 1:47 PM  
**To:** Debbie Root  
**Cc:** Crawford, Brian  
**Subject:** RE: CU2010-1 Amended: Deer Flat Sand and Gravel Mineral Extraction on Meadow Vista Ranch Subdivision

Debbie,

As we just discussed on the phone, I will compose the first of two "Reimposition of Sanitary Restrictions" letters on this project. This first letter instructs the developers of the property what our intent is and why. (In this case, in response to their letter of intent to have the gravel extraction operation on all 8 lots) If I don't hear any feedback from the owners, and you subsequently inform me after your July 7th hearing on their proposal that you folks have approved their gravel project, I will write the second letter which will formally reimpose sanitary restrictions on all 8 lots, and no structure utilizing water and sewer will be permitted. I think that this approach will flow the best, with minimum delays. Let me know if you need anything further. I will cc you in my first letter which will hopefully go out within a week or so. Thanks,

Bob

Robert A. Parsons  
Land Development Senior  
Environmental Health Services  
Southwest District Health  
P. O. Box 850  
13307 Miami Lane  
Caldwell, Idaho 83606  
Phone 208.455.5409 (Fax 208.455.5405)  
Robert.Parsons@phd3.idaho.gov

-----Original Message-----

From: Debbie Root [mailto:[droot@canyonco.org](mailto:droot@canyonco.org)]  
Sent: Tuesday, May 24, 2011 1:44 PM  
To: Parsons, Robert; CC Paramedics - Greg Owen; Donia Ballard; [casey@nampahighway1.com](mailto:casey@nampahighway1.com); Jim Martell CC Weed and Gopher control; Pam Golden - ITD  
Subject: CU2010-1 Amended: Deer Flat Sand and Gravel Mineral Extraction on Meadow Vista Ranch Subdivision

Please find attached an amended application from Deer Flat Sand and Gravel for a Conditional Use Permit for mineral extraction, batch plant, and asphalt plant on Meadow Vista Ranch Subdivision and parcel R30128.

Thank You,

Debbie A. Root  
Planner  
Canyon County DSD  
[droot@canyonco.org](mailto:droot@canyonco.org)  
454-7340 fax 454-6633



**IDAHO DEPARTMENT OF LANDS**  
**APPLICATION FOR RECLAMATION PLAN APPROVAL**  
Reclamation Plan # \_\_\_\_\_

**GENERAL INFORMATION**

The Idaho Surface Mining Act, Title 47, Chapter 15, Idaho Code requires the operator of a surface mine to obtain an approved reclamation plan and bond. There is no fee required.

When an applicant is mining on lands administered by the U.S. Forest Service or Bureau of Land Management, it is necessary to obtain the proper federal approvals in addition to the Department of Lands. Each agency's application requirements are similar, but not exactly the same. Please review both state and federal application requirements, and develop one plan which meets the requirements of all the agencies involved.

After the mine plan has been finalized, five (5) copies of this application must be submitted to the appropriate Area office of the Idaho Department of Lands. When the department receives an application, the appropriate federal or state agencies will be notified of the application. The department shall deliver to the operator, if weather permits and the plan is complete, the notice of rejection or notice of approval of the plan within sixty (60) days after the receipt of the reclamation plan or amended plan.

All reclamation plan applications will be processed in accordance with Section 080 of the Rules Governing Exploration, Surface Mining, and Closure of Cyanidation Facilities (IDAPA 20.03.02) and applicable Memorandums of Understanding with state and federal agencies.

**APPLICATION INFORMATION**

1. NAME: Deerflat Sand & Gravel INC d/b/a: Daniel M. Hukill

2. ADDRESS: 14602 Deerflat Road

CITY, STATE, ZIP CODE: Nampa, ID 83686

3. TELEPHONE: 208-467-2390 Office

4. DESIGNATED IN-STATE AGENT AND ADDRESS: (If Company's main place of business is 'out of state')

.. N/A

5. PROOF OF BUSINESS REGISTRATION (if applicable): If applicant is a business, please attach proof of registration with the Idaho Secretary of State.

6. LEGAL DESCRIPTION (Section, Township, and Range) TO THE QUARTER-QUARTER SECTION:

15 2N 3W ( SW Quarter Section)

7. ACREAGE: 56 acres

8. COUNTY(ies): Canyon

9. OWNERSHIP: (check applicable)

Private  U.S. Forest Service  Bureau of Land Management  Idaho Department of Lands

10. COMMODITY TYPE, PROPOSED START-UP DATE: Gravel 8/1/2011

11. SITE NAME OR MINE NAME (if any): Deerflat Sand & Gravel Inc / Pit #3

IDL-Nov 2009  
Fee: \$0.00

Application For Reclamation Plan Approval  
Page 1 of 3

12. Please provide the following maps of your mining operation (Subsections 069.04 or 070.03 of IDAPA 20.03.02):

- a. A vicinity map prepared on a standard USGS 7.5' quadrangle map or equivalent.
- b. A site map which adequately shows the location of existing roads, access roads, and main haul roads, which would be constructed or reconstructed for the operation. Also, list the approximate dates for construction, reconstruction and abandonment.
- c. On a site location map, show the following:
  - i. The approximate location and names, if known, of drainages, streams, creeks, or bodies of water within 1,000 feet of the surface mining operation.
  - ii. On a site location map show the approximate boundaries and acreage of the lands that will become affected by the mining operation. This map must be of adequate scale for boundary identification.
  - iii. The approximate boundaries and acreage of the lands that will become affected by the mining operations during the first year of operations. This map must be of appropriate scale for boundary identification.
  - iv. The planned configuration of all pits, mineral stockpiles, overburden piles, topsoil stockpiles, sediment ponds, and tailings ponds, that will be developed by the mining operation.
  - v. The planned location of storage for fuel, equipment maintenance products, wastes, and chemicals utilized in the surface mining operation.
- d. A surface and mineral control or ownership map of appropriate scale for boundary identification.
- e. Scaled cross-sections of the mine showing surface profiles prior to mining, at maximum disturbance, and after reclamation.

13. A reclamation plan must be developed and submitted in map and narrative form (Subsections 069.05 or 070.04 of IDAPA 20.03.02). The reclamation plan must include the following information:

- a. On a drainage control map show and list the best management practices which will be utilized to control erosion on or from the affected lands.
- b. Where surface waters are likely to be impacted, identify and assess foreseeable, site-specific nonpoint sources of water quality impacts upon adjacent surface waters and the BMPs the operator will use to control such impacts during surface mining and reclamation
- c. Which roads will be reclaimed and a description of the reclamation.
- d. A revegetation plan which identifies how topsoil or other growth medium will be salvaged, stored and replaced in order to properly revegetate the area. Identify soil types, the slope of the reclaimed areas, and precipitation rates. Based on this information, identify the seed species, the seeding rates, the time and method of planting the soil, and fertilizer and mulch requirements.
- e. Describe and show how tailings, process, or sediment ponds will be reclaimed.
- f. Estimate the actual cost of third party reclamation which includes the direct and indirect costs for equipment mobilization, re-grading, seed, fertilizer, mulch, labor, materials, bonding, insurance, profit, and any other pertinent costs plus 10% contingency.

APPLICANT SIGNATURE: Daniel M. Hulwill DATE 4-30-2011

IDL-Nov 2009  
Fee: \$0.00

Application For Reclamation Plan Approval  
Page 2 of 3

# DEERFLAT SAND & GRAVEL INC.

14602 Deerflat Road \* Nampa, Idaho 83686 \* Office (208) 467-2390 \* Fax (208) 467-5811  
May 2, 2011

## *Letter of Intent "Second Revision"*

**We are requesting a 10year C.U.P. for a Gravel Pit, Batch Plant and Hot Mix Asphalt Plant. Quarter Section: SW, Section: 15, Township: 2N, Range: 3W, Zoning: AG. Lot's 1, 2, 3, 4, 5, 6, 7, 8**

**The property is adjacent to Deer flat Sand and Gravel's Pit #2. The proposed Concrete Batch Plant and Hot Mix Plant would only be on an as needed basis.**

**The proposed property is known as Meadow Vista Ranch Subdivision and there are 8 lots in this subdivision. There are no houses on this subdivision. We propose to leave the subdivision intact and add C.U.P.'s to lot # 1, 2, 3, 4, 5, 6, 7, and 8.**

**Hours of operation shall be Monday thru Saturday 7:00 a.m. to 10:00 p.m.**

**The drawing attached within shows six proposed disturbed areas known as Pit A, B, C, D, E, and F. Pit A, B, and C are primarily used for crushed products. Our power source is within this area. Pit D, E, and F would be used primarily for pit run, fill dirt, future hot plant, and concrete batch plant set up areas. There will be a proposed haul road between each pit, for exit through Deer flat Sand and Gravels existing scales/office and approaches on to Deer Flat road.**

**We would like to preserve the existing approach's on to Farmer Road, where an existing entrance to a barn is located. These approaches will be used on an as need basis.**

**After gravel pit completion, the excavated areas will be lined with clay from the bottom of the pit and filled with water to provide five scenic private lakes.**

**Pit F will not have a lake. After gravel removal, fill dirt and two foot of top soil will be placed and fine graded for final reclamation.**

**Applicants Signature**

*Daniel M. Hubbell*

**Date** May, 2, 2011



# DEERFLAT SAND & GRAVEL

INC.

14602 Deerflat Road \* Nampa, Idaho 83686 \* Office (208) 467-2390 \* Fax (208) 467-5811  
**Reclamation Plan Pit #3**

**May 2, 2011**

**12. C.iii** The first year of disturbance will be around 1 acre in each of the two areas for a total of two acres disturbance.

Pit A disturbance will occur in the northwest corner and Pit D disturbance will occur in the northwest corner.

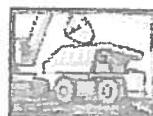
The drainage from disturbed areas will be well graded to drain toward the northeast. The topography already drains in this direction. The existing vegetation to the north will be protected and preserved. A small ditch will be constructed at the north property line to guide water towards the existing vegetation and eventually to an existing settling pond. There will be an additional settling pond to be built before any other activity occurs. To the east, water runoff, will filter in an existing field, which is farmed yearly with different crops.

Settling ponds will be cleaned yearly or as needed.

There will be very little topsoil. The over burden in this area is minimal.

After general mining is complete, clay will be mined from the floor of the pit and placed on slopes. The slopes will be 2:1 or flatter.

**13. D** The areas outside of the water level shall have 1' of salvaged topsoil placed and graded. This area will be seeded to pasture, using 100% orchard grass seed, at 12lbs per acre.





**IDAHO DEPARTMENT OF LANDS**  
**APPLICATION FOR RECLAMATION PLAN APPROVAL**  
Reclamation Plan # \_\_\_\_\_

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**APPLICATION INFORMATION**

1. NAME: Deerflat Sand & Gravel INC dir/for Daniel M. Hukill

2. ADDRESS: 14602 Deerflat Road

CITY, STATE, ZIP CODE: Nampa, ID 83686

3. TELEPHONE: 208-467-2390 Office

4. DESIGNATED IN-STATE AGENT AND ADDRESS: (if Company's main place of business is 'out of state')

N/A

5. PROOF OF BUSINESS REGISTRATION (if applicable): If applicant is a business, please attach proof of registration with the Idaho Secretary of State.

6. LEGAL DESCRIPTION (Section, Township, and Range) TO THE QUARTER-QUARTER SECTION:

15 2N 3W ( SW Quarter Section)

\_\_\_\_\_

7. ACREAGE: 8 acres

8. COUNTY(ies): Canyon

9. OWNERSHIP: (check applicable)

Private  U.S. Forest Service  Bureau of Land Management  Idaho Department of Lands

10. COMMODITY TYPE, PROPOSED START-UP DATE: Gravel 8/1/2011

11. SITE NAME OR MINE NAME (if any): Deerflat Sand & Gravel Inc / Pit #3

# *Deerflat Sand & Gravel, Inc.*

14200 Deer Flat Road • Nampa, ID 83686 • Office 208/467-2390 • Fax 208/467-5811

## Third Party Reclamation Quote

December 31, 2010

### SLOPE WORK

D8R DOZER RENTAL ( 2MONTHS)----- \$ 21,000.00

TAX----- 1,260.00

FUEL -12.5 GALLONS PER HOUR X 320 HRS = 4000 GALLONS OF FUEL X \$ 3.50----- 14,000.00

WAGES 320 HOURS X \$ 25.00----- 8,000.00

PROFIT----- 4,426.00

SEEDING----- 3,500.00

10% CONTINGENCY----- 5,220.00

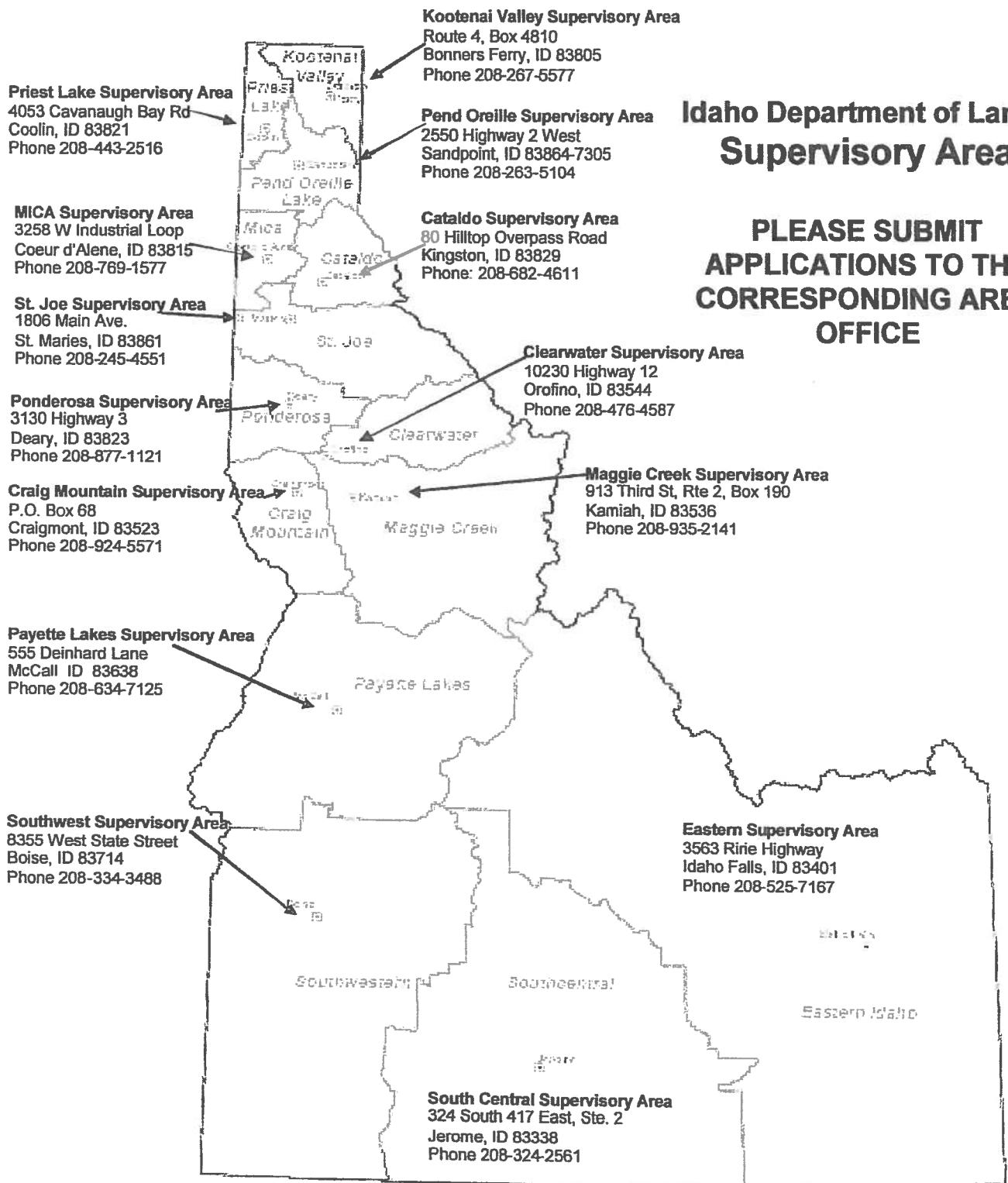
2% BONDING----- 1,150.00

**TOTAL ESTIMATE----- \$ 58,556.00**



## Idaho Department of Lands Supervisory Area

**PLEASE SUBMIT  
APPLICATIONS TO THE  
CORRESPONDING AREA  
OFFICE**



G. LEE SISCO  
CHAIRMAN OF THE BOARD

DEREK VERMEER  
VICE CHAIRMAN OF THE BOARD

PAUL J. DEVEAU  
PROJECT MANAGER

TIMOTHY M. PAGE  
ASSISTANT PROJECT MANAGER

APRYL GARDNER  
SECRETARY-TREASURER

JERRI FLOYD  
ASSISTANT SECRETARY-TREASURER

## BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD  
BOISE, IDAHO 83705-3155

01 June 2011



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

Canyon County Development Services  
1115 Albany Street  
Caldwell, Idaho 83605

RE: Deer Flat Sand and Gravel  
Meadows Vista Ranch Sub/Lots 1-8  
9250 Farmer Road, Nampa, ID.  
Boise-Kuna Irrigation District  
W ½, SW ¼, Sec. 15, T2N, R3W, B.M.

Case File # CU2010-1

(No District Water Rights)

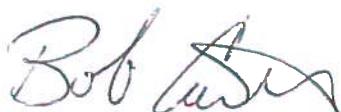
Debbie A. Root:

There are no Boise Project Board of Control facilities located on the above-mentioned property.

Storm Drainage and/or Street Runoff must be retained on site.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,



Bob Carter  
Urbanization Specialist- BPBC

bdc/bc

cc: Duane Casey Watermaster, Div; 4 BPBC  
Lauren Boehlke Secretary-Treasurer, BKID  
File



**CANYON COUNTY WEED  
AND GOPHER CONTROL**  
15435 HWY 44  
CALDWELL, IDAHO 83607  
Phone: (208) 459-0510

**AGENCY RESPONSE**

Case Name: Deer Flat Sand and Gravel

Address: Farmer and Deerflat road sites

Case Number: CU2010-1

Parcel No. 30128103, 30128104, 30128105, 30128106,  
30128107

- CCW&GC has not inspected the Property.
- CCW&GC has inspected the property.
- Property has a history of noxious weeds / weeds / gophers.
- Property does not have a history of problems with noxious weeds / weeds / gophers.
- Applicant contacted CCW&GC and plans are being created.
- Applicant has not contacted CCW&GC.

**Noxious Weeds**

- Noxious weeds are present on Property and a Noxious Weed Plan has been created.
- Noxious weeds are present and no plan has been created.
- No noxious weeds are found on the Property.

**General Weeds**

- General weeds are present on Property and a General Weed Control Plan has been created.
- General weeds are present on Property and no plan has been created.
- Under current maintenance (farming, pasture, etc.), general weeds are controlled.

**Gophers**

- Gophers are present on Property and a Gopher Control Plan has been created.
- Gophers are present and no plan has been created.
- No gophers are found on the Property.

- Plans are needed during development and until ownership is transferred to the new owners.
- Plans will be needed when a homeowners' association takes control of maintaining common areas and/or easements.

Date:

1-13-2010

*Jim Mallet*





**CANYON COUNTY WEED  
AND GOPHER CONTROL  
15435 HWY 44  
CALDWELL, IDAHO  
208-459-0510**

January 13, 2010

To Canyon County Development Services

Hello Debbie,

In response to proposal No. CU2010-1 for Deer Flat Sand and Gravel at the Farmer and Deerflat Road sites on the parcels No. 30128103, 30128104, 30128105, 30218106 and 30128107 we have these concerns:

Currently, according to the Idaho Noxious Weed Law (Idaho Code Title 22 Chapter 24), property owners are responsible for the control of all listed noxious weeds.

We ask the owners to become aware of the Canyon County Nuisance Ordinance 95-006, 7-11-95 under 02-01-05 Public Nuisance Weeds, undesirable or objectionable and nonuseful plant growth. A weed plan would include maintaining the weed height to 1' or less so that the weeds do not break and trespass on to any neighbor's property

We ask the owners to be aware of the Gopher District requirements to control the gopher population until ownership is transferred.

Thanks,

A handwritten signature in black ink that reads "Jim Martell".

Jim Martell  
Canyon County Weed and Gopher Control Superintendent

Debbie Root

**From:** Rick Jackson - JC Consultants [rick@jacksoncodeconsultants.com]

**Sent:** Monday, February 01, 2010 9:54 AM

**To:** Debbie Root

**Cc:** Eddy Martineau

**Subject:** RE: Conditional Use Permit: Gravel Pit, Batch Plant, Hot Mix Asphalt Plant CU2010-1

Upper Deer Flat Fire

Debbie,

This is Rick Jackson of Jackson Code Consultants (formerly Greene Fire Protection). I changed the name of the company and e-mail address. Please update the contact information as shown below for UDF FD contact:

Rick Jackson  
Jackson Code Consultants, Inc.  
3006 E. Goldstone Dr. Suite 106  
Meridian, ID 83642  
Office 208-350-7314  
Fax 208-350-7315  
Cell 208-841-0194

In reference to the CU2010-1 application the UDF FD will not be impacted and therefore will not submit any additional comments.

Thanks,

Rick Jackson

## Canyon County Ambulance District

**From:** Greg Owen [greg@ccparamedics.com]  
**Sent:** Tuesday, May 24, 2011 2:03 PM  
**To:** Debbie Root  
**Subject:** RE: CU2010-1 Amended: Deer Flat Sand and Gravel Mineral Extraction on Meadow Vista Ranch Subdivision

Essential services will be provided to accommodate the intended use. Our services will not be impacted by such use nor will it require additional public funding in order to meet the needs created by the requested use. The estimated emergency response time to the subject property is 6 minutes which may be adequate for life safety concerns.

Greg Owen, Director  
Canyon County Ambulance District  
11118 Moss Lane  
Nampa, ID 83651

208.442.4940  
Fax - 208.442.4953



STATE OF IDAHO  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
BOISE REGIONAL OFFICE  
1445 North Orchard Street • Boise, ID 83706-2239 • (208) 373-0550

## DEQ Response to Request for Environmental Comment

Date: *February 2, 2010*  
Agency Requesting Comments: *Canyon County Development Services Department*  
Date Request Received: *01/13/2010*  
Description: *Meadow Vista Ranch/Scott and Terri Englund--Rep: Daniel M Hubill/Deerflat Sand & Gravel, Inc.*  
Applicant: *Scott and Terri Englund*

Thank you for the opportunity to respond to your letter dated January 12, 2010. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <http://www.deq.idaho.gov/ieg/>.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate prior to construction:

### 1. Air Quality

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), permits to construct (58.01.01.201), and odor control plans (58.01.01.776).

For questions contact Stephen Coe, Air Quality Manager at 373-0550.

### 2. Surface Water

- If the project will involve de-watering of groundwater during excavation and discharge back into surface water a short term activity exemption (from this office) will be needed which describes treatment of the water from this process to prevent excessive sediment and turbidity from entering surface water.
- Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources for more information.



- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers for more information regarding permits.

For questions contact Craig Shepard, Water Quality Manager at 373-0550.

### 3. Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of wastes generated, determine whether or not each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- No trash or other solid waste should be buried, burned or otherwise disposed at the site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters, and the clean up and reporting of oil filled electrical equipment, hazardous materials, used oil and petroleum releases.
- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11) which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching or disposal of a contaminant into the environment in a manner that causes a groundwater quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

For questions contact, Michael McCurdy, Waste & Remediation Manager at 373-0550.

### 4. Additional Notes

- Please contact and coordinate with the local fire authority and State Fire Marshall for fire code requirements.
- If surface mining activities are part of this project, note that the Department of Lands is the lead agency for implementing the anti-degradation policy for surface mining. DEQ recommends that you contact the Department of Lands for additional comments.
- The site should be evaluated for underground tanks and potential contamination; please call DEQ at 373-0550 for assistance.
- If applicable to this project, DEQ recommends that Best Management Practices be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

Canyon County Development Services Department  
Page 3 of 3

- If applicable, municipal solid waste landfills must comply with State requirements that are based upon federal law and regulations. State of Idaho requirements are contained in Title 39, Chapter 74, Idaho Code (Idaho Solid Waste Facilities Act). Federal regulations are contained in 40 CFR Part 258. Please contact DEQ for more information.
- We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any our technical staff at 208-373-0550.

Sincerely,



Tiffany Floyd  
Assistant Regional Administrator  
Boise Regional Office

TFF: G:\Tiffany\Comment Letters\Jan - June 2010\10 02.01 Letter 1543.doc

cc: File 24, Manager's File, Reading File

**From:** Eddy Thiel [eddy@nampahighway1.com]  
**Sent:** Wednesday, May 25, 2011 12:51 PM  
**To:** Debbie Root  
**Cc:** 'Casey Bequeath'; 'Frank Kennedy'; 'Eric Shannon'  
**Subject:** Case File #CU2010-1 Deer Flat Sand & Gravel

Debbie,

After reviewing the Amended Application Agency Notification for the Deer Flat Sand & Gravel request, the Nampa Highway District #1 would have no objections subject to the following conditions:

1. Only one approach be allowed onto Farner Rd. for commercial access.
2. Approaches onto Farner Rd. and Deer Flat Rd. would require paved aprons with stop signs installed as is required on all commercial approaches per the ACCHD Standards Manual.

If you have any questions or comments feel free to contact us.

Thank you,

Eddy

---

Eddy Thiel  
ROW  
[eddy@nampahighway1.com](mailto:eddy@nampahighway1.com)  
4507 HIGHWAY 45. • NAMPA, ID 83686  
TEL 208.467.6576 • FAX 208.467.9916

*This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation*