

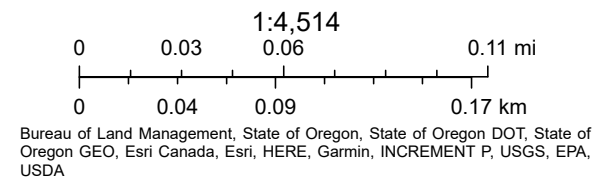
Canyon County, ID Web Map

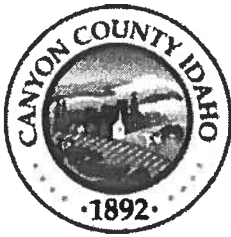


6/3/2026, 11:45:31 AM

-  Multiple Parcel Search _Query result
-  CC_PrivateRoads
-  Blue: Band_3
-  Quarter Line
-  Red: Band_1
-  Green: Band_2
-  CanyonCountyRoads
-  Roads

Imagery_2025_2026





VARIANCE >33%

PUBLIC HEARING - MASTER APPLICATION

PROPERTY OWNER	OWNER NAME: Scott and Felicia Bates and Jacob Laird	
	MAILING ADDRESS: 9516 Leston LN Nampa ID 83686	
	PHONE: [REDACTED]	EMAIL: [REDACTED]
I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If the owner(s) is a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.		
Signature: <u>Scott Bates</u> Date: <u>5/7/2026</u>		

APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER	APPLICANT NAME:	
	COMPANY NAME:	
	MAILING ADDRESS:	
	PHONE:	EMAIL:

SITE INFO	STREET ADDRESS: 9516 Leston LN Nampa ID 83686	
	PARCEL NUMBER: R29612	
	PARCEL SIZE: 2.55 Acres	
	FLOOD ZONE (YES/NO) ☒ NO	ZONING DISTRICT: AG

FOR DSD STAFF COMPLETION ONLY:

CASE NUMBER	<u>ZV2026-0005</u>	DATE RECEIVED:	<u>6/2/26</u>
RECEIVED BY:	<u>MG</u>	APPLICATION FEE:	<u>\$1350.00</u> CK MO CC CASH



VARIANCE >33%

PUBLIC HEARING - CHECKLIST

Variance Over 33%: The commission shall consider all other applications for variances in accordance with the notice and hearing procedure of article 5 of this chapter **CCZO Section 07-08-01(3)**

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

Description	Applicant	Staff
Master Application completed and signed	X	
Letter of Intent (see standards on next page)	X	
Site Plan (see standards on next page)	X	
Proof of application/communication with (varies per application):	X	
Southwest District Health	X	
Irrigation District	X	
Fire District	X	
Highway District/ Idaho Transportation Dept.	X	
Area of City Impact (if applicable)	X	
Deed or evidence of property interest to the subject property		
Fee: Per Adopted Fee Schedule		
Fees are non-refundable		

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

STANDARDS

SITE PLAN – CCZO Section 07-02-03

A scaled drawing showing:

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

LETTER OF INTENT – CCZO Section 07-08-03

A description of the proposed request and why it is being requested

Demonstrate how the request is consistent with the Comprehensive Plan *xy*

Describe the characteristics of the site creating an undue hardship

Address potential impacts of the request on the public interest

R29612

PARCEL INFORMATION REPORT

12/18/2025 4:30:08 PM

PARCEL NUMBER: R29612

OWNER NAME: BATES SCOTT RULON

CO-OWNER: LAIRD JACOB

MAILING ADDRESS: 9516 LESTON LN NAMPA ID 83686

SITE ADDRESS: 9516 LESTON LN

TAX CODE: 2090000

TWP: 2N RNG: 2W SEC: 17 QUARTER: NW

ACRES: 2.55

HOME OWNERS EXEMPTION: Yes

AG-EXEMPT: No

DRAIN DISTRICT: NOT In Drain Dist

ZONING DESCRIPTION: AG / AGRICULTURE

HIGHWAY DISTRICT: NAMPA HWY DIST #1

FIRE DISTRICT: UPPER DEER FLAT FIRE

SCHOOL DISTRICT: NAMPA SCHOOL DIST #131

IMPACT AREA: NOT In Impact Area

FUTURE LAND USE 2011-2022 : AG

FLU Overlay Zone Desc 2030: INTENSIVE AGRICULTURE OVERLAY

FLU RR Zone Desc 2030:

FUTURE LAND USE 2030: AGRICULTURE

**IRRIGATION DISTRICT: BOISE PROJECT BOARD OF CONTROL / NAMPA & MERIDIAN
IRRIGATION DISTRICT**

FEMA FLOOD ZONE: X FLOODWAY: NOT In FLOODWAY FIRM PANEL: 16027C0390F

WETLAND: Riverine

NITRATE PRIORITY: ADA CANYON

FUNCTIONAL Classification: PRINCIPAL ARTERIAL

INSTRUMENT NO. : 2023032626

SCENIC BYWAY: NOT In Scenic Byway

LEGAL DESCRIPTION: 17-2N-2W NW TX 23360 IN SENW

PLATTED SUBDIVISION:

SMALL CITY ZONING:

SMALL CITY ZONING TYPE:



DISCLAIMER:

1. FEMA FLOOD ZONE REFERS TO THE DESIGNATED FEMA FLOOD AREAS, POSSIBLY ONE (1) OF SEVERAL ZONES - SEE FIRM PANEL NUMBER.
2. THIS FORM DOES NOT CALCULATE DATA FOR PARCELS INSIDE CITY LIMITS SO WATCH YOURSELVES.
3. WETLANDS CLASSIFICATION WILL POPULATE IF "ANY" PORTION OF SAID PARCEL CONTAINS A DELINEATED WETLAND.
4. COLLECTORS AND ARTERIALS ARE BASED ON THE SHERIFFS CENTERLINE WITH AN ADDITIONAL 100 FOOT BUFFER.

CANYON COUNTY ASSUMES NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM
THE USE OR MISUSE OF THIS PARCEL INFORMATION TOOL OR ANY OF THE INFORMATION CONTAINED HEREIN.

Applicant: Scott & Felicia Bates, Jacob Laird
Property Address: 9516 Leston Ln, Nampa, ID 83686
Parcel Number: R29612
Zoning District: Agricultural (AG)

1. REQUEST SUMMARY

This Letter of Intent is submitted in support of a variance request pursuant to Canyon County Zoning Ordinance's to allow an existing structure to remain at approximately 4.73 feet from the eastern property boundary, where a ten (10) foot setback is otherwise required.

The structure is an existing shop building constructed approx. 35 years ago. The applicant proposes to convert the structure into an Accessory Dwelling Unit (ADU) through the addition of water and sewer utilities. No expansion of the building footprint is proposed with the exception of a 1 ft. soffit for weather protection of the existing building, and no additional encroachment into the required setback will occur. We would also like to bring the adjacent shop to the North into compliance by requesting the same variance approval, measurements from property boundary are the same as the southern shop being requested. The use for this shop will remain storage and shop use, we would just like to bring this nonconforming building into compliance.

2. CONSISTENCY WITH THE CANYON COUNTY COMPREHENSIVE PLAN

The requested variance is consistent with the Canyon County Comprehensive Plan, including goals that support:

- Rural and agricultural land use patterns within Agricultural (AG) zoning
- Efficient use of existing structures and infrastructure
- Preservation of open space and agricultural land use

The majority of the 2.55-acre parcel remains in pasture and grazing use, consistent with the rural character of the area. The proposal maintains existing development patterns without introducing new impacts, unnecessary land disturbance or

intensifying land use beyond what is already supported by the property and surrounding agricultural area.

*The proposed Accessory Dwelling Unit represents a reasonable residential use within the Agricultural zoning district and is supported by existing infrastructure and recorded agreements associated with the property.

3. UNDUE HARDSHIP AND UNIQUE SITE CHARACTERISTICS

Strict application of the ten (10) foot setback requirement creates an undue hardship due to unique physical conditions that prevent compliance:

- The structure was constructed between 1981 and 1992, and is a lawful nonconforming structure.
- The structure is constrained by existing infrastructure on all sides:
 - Septic system tank lid located approximately 11 feet in front of the building (west) and tank runs parallel to building. (Shown on site documents).
 - Drainfield located to north side of the structure
 - Propane tank and buried propane lines located on the south side
- The parcel is long and narrow, limiting alternative building locations.
- Over half of the property is used for agricultural pasture/grazing and corral operations.
- Access to property is limited to a single entrance from Lakeshore Drive, and the existing driveway and turnaround area must remain clear for emergency vehicle access, including fire apparatus.
- In addition, the neighboring property's septic tank and drainfield are partially located on the subject property, as identified on the septic system map provided, which further limits any feasible alternative placement of structures on the property.
- Utilizing the existing structures in their current locations is financially feasible and represents a reasonable use of the property, whereas relocating the structures would require substantial reconstruction, relocation of existing utility systems and infrastructure, and significant financial

hardship without corresponding public benefit.

- The hardship is not self-created and existed prior to current ownership.

Due to these combined conditions, relocation or reconstruction of the structure to meet the setback requirement is not reasonably feasible without significant disruption to essential systems and lawful property use.

4. IMPACT ON PUBLIC INTEREST

Approval of this variance will not be detrimental to public health, safety, or welfare:

- The proposal does not expand the building footprint or increase nonconformity.
- The setback deviation is minimal (4.73 feet required vs. 10 feet required).
- The surrounding area is rural and agricultural in nature.
- The adjacent property to the east is agricultural (tree farm) and has expressed no objection. (See neighbor support letter).
- Nearby properties reflect similar historic agricultural development patterns.
- The project will not increase traffic, affect drainage, or place additional demand on infrastructure.
- Emergency access remains fully adequate and unchanged.
- The property is near the Deer Flat National Wildlife Refuge but is not within any designated impact zone, and no new environmental disturbance is created.

5. MINIMUM NECESSARY RELIEF

The requested variance represents the minimum necessary relief to allow reasonable use of an existing structure. No additional encroachment or expansion is proposed. The request is limited to allowing continued use of the existing nonconforming structures and conversion of one structure into an Accessory Dwelling Unit.

*****Note:** The neighboring property owners to the East declined our proposal for a Property Boundary Adjustment. Due to existing buildings on their property that are legal non-

conforming and still in use in the area we would need to adjust. In addition, there exists a buried irrigation pipe on their side of the property line.

6. NEIGHBOR CONSIDERATION

The adjacent property owner to the east has been informed of the proposed variance request and has expressed no objection. The surrounding agricultural use is compatible with the existing structure and proposed residential conversion.

In addition, the property is subject to a signed and recorded well agreement that expressly allows for an Accessory Dwelling Unit, further demonstrating compatibility of the proposed use with existing shared utility arrangements. For reference see document included (Shared Well Agreement "item 18")

7. FINDINGS SUPPORTING APPROVAL

The request satisfies the criteria for approval under Canyon County Zoning Ordinance Section 07-08-03, as follows:

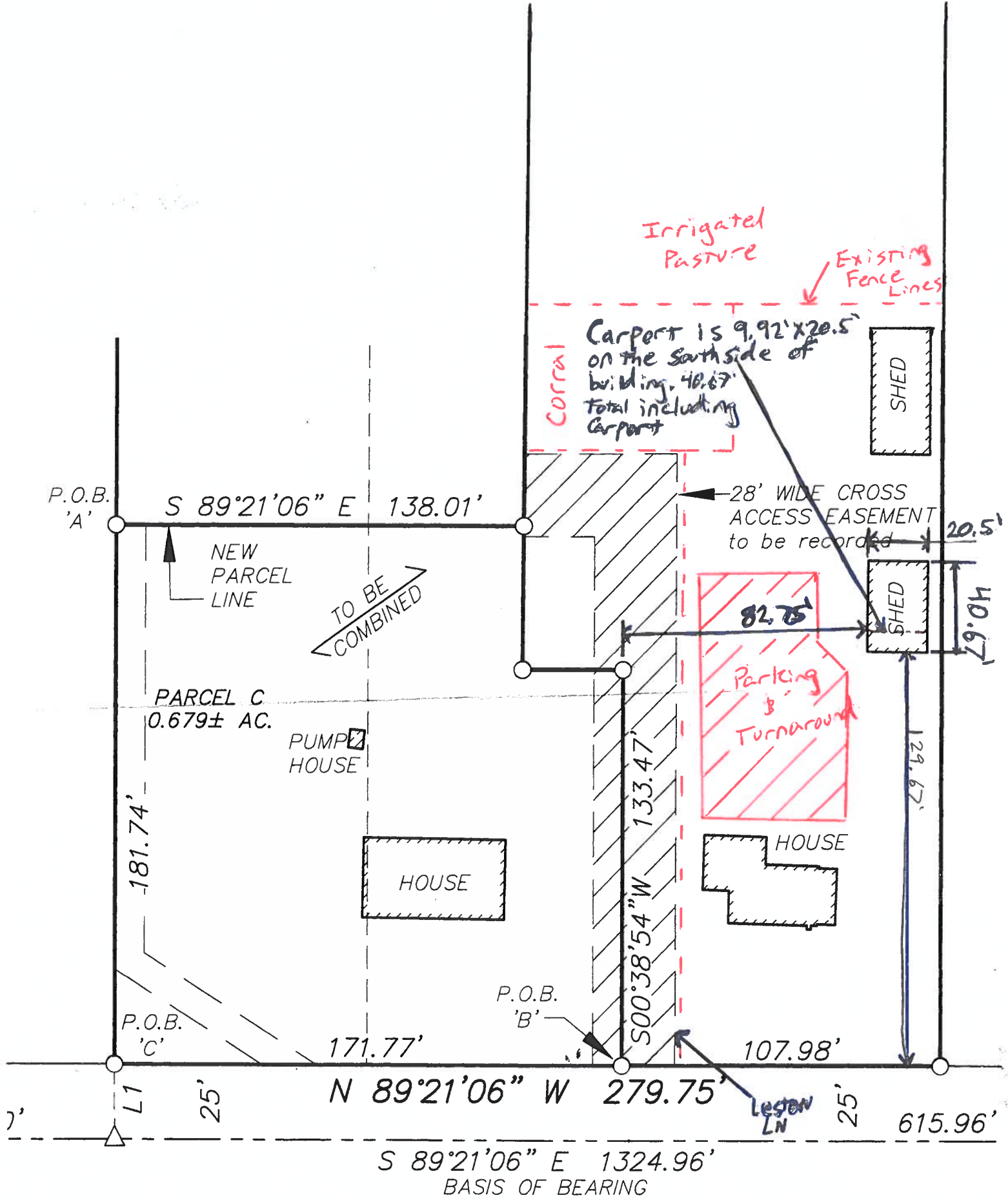
- The hardship results from unique physical conditions and pre-existing development.
- The hardship is not self-created by the applicant.
- The variance is the minimum necessary to allow reasonable use of the property.
- The request is consistent with the Canyon County Comprehensive Plan.
- Approval will not be injurious to surrounding properties or the public interest.

8. CONCLUSION

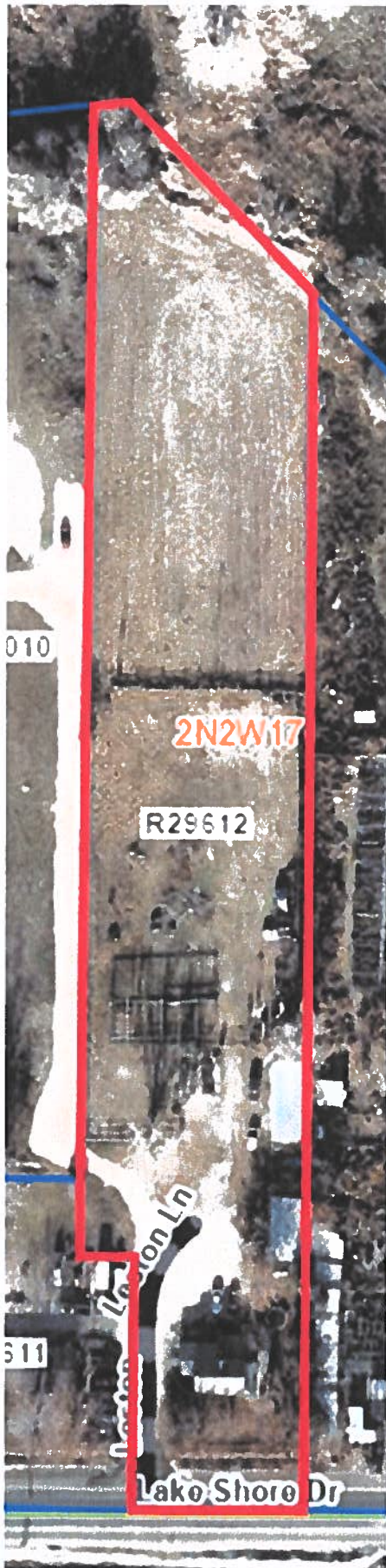
For the reasons outlined above, the applicant respectfully requests approval of the variance to allow the continued shop use and residential conversion of the existing structure located within the reduced setback area.

Sincerely,

Scott & Felicia Bates, Jacob Laird



LAKE SHORE DR.





AGENCY ACKNOWLEDGMENT

Date: 1-5-20
Applicant: South & Central Parks and Landscaping
Parcel Number: 629612
Site Address: 9216 Landon Ln. Nampa, ID 83686

SIGNATURES DO NOT INDICATE APPROVAL OR COMPLETION OF OFFICIAL REVIEW.

The purpose of this form is to facilitate communication between applicants and agencies so that relevant requirements, application processes, and other feedback can be provided to applicants early in the planning process. Record of communication with an agency regarding the project can be submitted instead of a signature. After the application is submitted, impacted agencies will be sent a hearing notification by DSD staff and will have the opportunity to submit comments.

Southwest District Health:

☒ Applicant submitted/met for informal review.

Date: 03/16/26 Signed:

Anthony Lee
Authorized Southwest District Health Representative
(This signature does not guarantee project or permit approval)

Fire District:

District: Nampa Fire District for Upper Deer Flat

☒ Applicant submitted/met for informal review.

Date: 4/7/26 Signed:

Jubiana L
Authorized Fire District Representative
(This signature does not guarantee project or permit approval)

Highway District:

District: Nampa Highway Dist. #1

☒ Applicant submitted/met for informal review.

Date: 1-5-26 Signed:

Charles H. Hall
Authorized Highway District Representative
(This signature does not guarantee project or permit approval)

Irrigation District:

District: Nampa Meridian Irrigation Dist

☒ Applicant submitted/met for informal review.

Date: 03/12/26 Signed:

Paul Fuddleston
Authorized Irrigation Representative
(This signature does not guarantee project or permit approval)

Area of City Impact

City:

☐ Applicant submitted/met for informal review.

Date: Signed:

[Signature]
Authorized AOCI Representative
(This signature does not guarantee project or permit approval)

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



Order Number: 23478287

2023-021214	
RECORDED	
07/03/2023 09:39 AM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=3 ZBLAKESLEE	\$15.00
TYPE DEED	
TITLEONE BO SE	
ELECTRONICALLY RECORDED	

Warranty Deed

For value received,

RLM Investments I, LLC, an Idaho Limited Liability Company

the grantor, does hereby grant, bargain, sell, and convey unto

Scott Rulon Bates and Felicia Marie Bates, husband and wife and Jacob Laird, an unmarried man

whose current address is 10586 Lake Shore Dr Nampa, ID 83686

the grantee, the following described premises, in Canyon County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Order Number: 23478287

Warranty Deed - Page 1 of 3



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Warranty Deed

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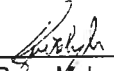
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Remainder of page intentionally left blank.

Dated: June 26, 2023

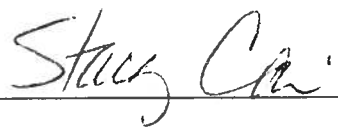
RLM Investments I, LLC, an Idaho Limited Liability Company

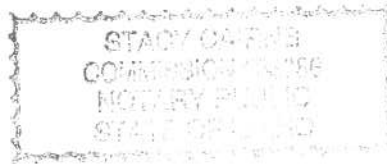

Ryan Myhre, Member

State of Idaho,
County of Canyon, ss.

On this 29 day of June 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan Myhre known or identified to me to be a Member of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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


Notary Public
Residing In: _____
My Commission Expires: _____



Stacy Cairns
Comm. Expires 4/10/2024
Residing in Meridian, ID

EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

Parcel B on Record of Survey recorded August 23, 2022 as Instrument No. 2022040308, further described as follows:

A parcel of land being a portion of the Southeast Quarter of the Northwest Quarter of Section 17, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho being more particularly described as follows:

Commencing at the found ½ inch iron pin with no cap at the Center-West Sixteenth Corner from which the found 5/8th inch iron pin with a set 2 inch aluminum cap stamped PLS 11463 at the Center Quarter Corner bears South 89°21'06" East a distance of 1324.96 feet; thence South 89°21'06" East along the mid-section line for a distance of 709.00 feet; thence North 00°38'54" East for a distance of 25.00 feet; thence South 89°21'06" East for a distance of 171.77 feet along the Northerly right-of-way of Lake Shore Drive to a set 5/8th inch iron pin with a 2 inch aluminum cap stamped PLS 11463 and the REAL POINT OF BEGINNING; thence North 00°38'54" East for a distance of 133.47 feet to a set 5/8th inch iron pin with a 2 inch aluminum cap stamped PLS 11463; thence North 89°21'06" West for a distance of 34.08 feet to a set 5/8th inch iron pin with a 2 inch aluminum cap stamped PLS 11463; thence North 01°01'21" East for a distance of 719.67 feet to a set 5/8th inch iron pin with a 2 inch aluminum cap stamped PLS 11463; thence North 84°33'54" East along the Southerly boundary of Deer Flat Reservoir for a distance of 22.69 feet to a set 5/8th inch iron pin with a 2 inch aluminum cap stamped PLS 11463; thence South 43°26'06" East along said reservoir boundary for a distance of 165.00 feet to a set 5/8th inch iron pin with a 2 inch aluminum cap stamped PLS 11463; thence South 00°38'54" West for a distance of 737.01 feet to a set 5/8th inch iron pin with a 2 inch aluminum cap stamped PLS 11463; thence North 89°21'06" West along the Northerly right-of-way of Lake Shore Drive for a distance of 107.98 feet to the REAL POINT OF BEGINNING.

Notice of Neighborhood Meeting
Pre-application requirement for a Public Hearing

Date: 12-19-25

Dear Neighbor,

We are in the process of presenting an application to Canyon County Development Services for a **Variance**. One of the requirements necessary, prior to submission, is to hold a "Neighborhood Meeting" and provide information to our surrounding neighbors about our application; *Canyon County Zoning Ordinance § 07-01-15*. This meeting for our surrounding neighbors is only for informational purposes. We would like to receive feedback from you, our neighbors, as we move through the land use application process with the county.

This neighborhood meeting is **not** a public hearing before a governing body of Canyon County. Once our application has been submitted to the county's Development Services Department, only then, will a public hearing date be scheduled. Also, only after our application is accepted and a public hearing is scheduled with a confirmed date by the county, will the surrounding neighbors receive an official notification from the county via postal mail. The notice will also appear in a newspaper publication and a sign will be displayed on the parcel notifying the public of a county Planning and Zoning land use hearing for our application.

The Neighborhood Meeting details are as follows:

Date: 12-29-25

Time: 3:00PM

Location: 9516 Leston Ln. Nampa, Id. 83686

Property description: Formerly 10586 Lake Shore Dr. Nampa, Id. 83686. Parcel R29612 (House on the right of the Easement).

The project is summarized below:

Site Location: 9516 Leston Ln. Nampa, Idaho 83686

Proposed: Application for 2-6 ft. setback for existing 50 year old structure.

Total acreage: N/A

We look forward to our neighborhood meeting and encourage you, as our neighbor, to attend. During our meeting, we will answer any questions you may have. Please note, the county does not currently have any information on our project. Also, please do not call the county regarding this meeting or our application as this meeting is a PRE-APPLICATION requirement; we have not submitted the application to the county for consideration at this time.

Sincerely, Scott/Felicia Bates and Jake Laird

NEIGHBOR CONSENT STATEMENT – VARIANCE REQUEST

Property Address (Subject Property):

9516 Leston Ln, Nampa, ID 83686

Applicant(s):

Scott & Felicia Bates, Jacob Laird

STATEMENT OF ACKNOWLEDGMENT, CONSENT, AND SUPPORT

I, Jason Gray, am the owner of the property located at:
10516 Lakeshore Dr.

(Neighbor's Property Address): _____

I acknowledge that I have been informed of the proposed variance request for the property located at 9516 Leston Ln, Nampa, Idaho. The request seeks approval to allow an existing structure to remain within the reduced eastern property line setback area.

After being informed of the request, I hereby state the following:

- I have no objection to the requested variance.
- I do not anticipate any adverse impact to my property or use of my property.
- I understand the proposal is for the change of use and modification of an existing structure.
- I support approval of this variance request.

This statement is provided voluntarily to support the variance application.

Neighbor Signature: _____

Printed Name: _____

Date: _____

Jason Gray
4/27/26

NEIGHBORHOOD MEETING SIGN-UP

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

zoninginfo@canyoncounty.id.gov Phone: 208-402-4164



NEIGHBORHOOD MEETING SIGN UP SHEET

CANYON COUNTY ZONING ORDINANCE §07-01-15

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

SITE INFORMATION

Site Address: **9516 LESTON LN**

Parcel Number: **R29612**

City: **Nampa**

State: **ID**

ZIP Code: **83686**

Notices Mailed Date: **12-19-2025**

Number of Acres: **2.55**

Current Zoning: **AG**

Description of the Request: **Building variance Q3A info meeting**

APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: **SCOTT BATES Jacob Laird**

Company Name: **9516 LESTON LN**

Current address: **9516 LESTON LN**

City: **Nampa**

State: **ID**

ZIP Code: **83686**

Phone: [REDACTED]

Cell: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

MEETING INFORMATION

DATE OF MEETING: **12-29-25**

MEETING LOCATION: **9516 LESTON LN Nampa ID**

MEETING START TIME: **3:00pm**

MEETING END TIME: **5:00pm**

ATTENDEES:

NAME (PLEASE PRINT)

SIGNATURE:

ADDRESS:

1. **SCOTT BATES**

2. **FELICIA BATES**

3. **Jacob Laird**

4.

5.

6.

7.

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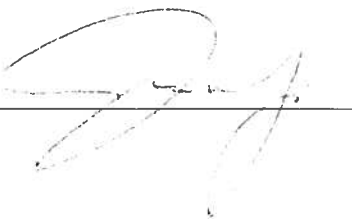
NEIGHBORHOOD MEETING CERTIFICATION:

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accordance with Canyon County Zoning Ordinance § 07-01-15.

APPLICANT/REPRESENTATIVE (Please print):

Scott Bates, Jacob Laird

APPLICANT/REPRESENTATIVE (Signature):

DATE: 12 / 29 / 25

Southwest District Health Department

No. 002144 Fee: 50.00

Receipt: 343-80

Date: 5-17-89

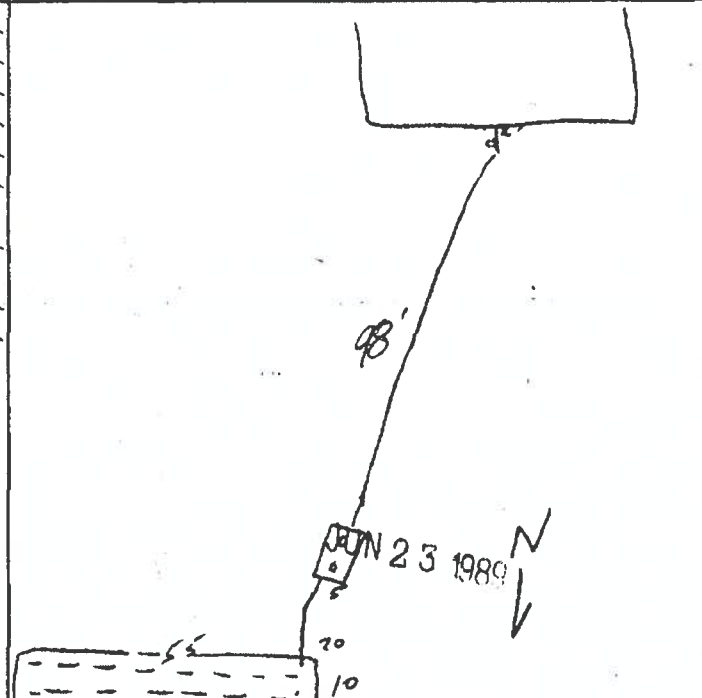
INDIVIDUAL SUBSURFACE SEWAGE DISPOSAL APPLICATION/PERMIT

Installation shall comply with all requirements of Health District and/or State of Idaho Sewage Disposal Rules, Regulations, and Standards

TI-17530 17531

APPLICATION	Property Owner <i>Ronald Penny</i>		Legal Description <i>T2N R2W Sec 17</i>	
	Property Address <i>10386 Lake Shore Dr.</i>		Site Location <i>1/2 mi West of intersection of</i>	
	City <i>Pampa</i>		County <i>480 Ave and Lake Shore on right</i>	
	New ☒	Replacement ☐	Proposed diagram showing location and dimensions	
	Lot size <i>2 1/4</i>		<i>10 x 50 B&O with 6" of</i>	
	# of Bedrooms <i>3</i>	Flow <i>200</i> gal	<i>UNDER PIPE</i>	
	Septic tank <i>900</i> gal	Eff. area <i>400</i> sq ft	<i>Neighbors septic tank on our property</i>	
	Type: Standard ☒	Alternate ☐		
	Trench ☐ Bed ☐ Pit ☐ Other ☐			
	Soil textural classification <i>4-6</i>			
Soil profile provided				
Static water table depth <i>4 1/2</i> ft				
Depth to:	Impermeable layer <i>4 1/2</i> ft			
LAVA rock	Ext. permeable layer <i>4 1/2</i> ft			
Distance to wells:	Owners <i>7100</i> ft			
(from drainfield)	Neighbors <i>7100</i> ft			
Licensed Installer <i>DEAN LITTLEFIELD</i>				
PERMIT ISSUED	Applicant signature <i>Ronald M. Penny</i>			
	EHS Signature <i>Jack H. Biddle</i>		Date <i>6-5-89</i>	
INSPECTION REPORT	Septic tank <i>900</i> gal		Mfr <i>BVC</i>	
	Stand pipe <i>NA</i>		Manhole depth <i>12</i> ins	
	Absorption area <i>550</i> sq ft			
	Dimensions: Width <i>10</i> ft		Length <i>55</i> ft	
	Gravel <i>24</i> in		Depth under pipe <i>6</i> ft	
	Depth to pipe <i>12</i> ins		Dist. to well <i>7100</i> ft	
	Installer <i>DEAN LITTLEFIELD</i>			
	Final inspection by <i>Jack H. Biddle</i>		Date <i>6-22-89</i>	
	Complies with minimum requirements? <i>yes</i>			
	REMARKS: <i>SYSTEM ADEQUATE FOR A 3 BEDROOM RESIDENCE</i>			
CALL FOR TEST HOLE INSPECTION APPOINTMENT Caldwell 459-0744 • Emmett 365-6371 Payette 642-9321 • Weiser 549-2370 Murphy 459-2421				

Installed 10 x 55 bed with 6" of R x under pipe



The size of the drainfield will be determined at the time the test hole is inspected.

This application must be signed by a licensed Environmental Health Specialist before it can be considered a valid permit.

NOTE: This is not a building permit, a building permit may be required by the County or City.

SWDHD11-88/02-03 262/F

FINAL/AS-BUILT-Subsurface Sewage Disposal



Public Health
Prevent. Promote. Protect.

Southwest District Health
13307 Miami Lane
Caldwell, ID 83607
Phone: 208.455.5400
Fax: 208.455.5405

Permit #: T1-17531

Date: 11/17/12

Parcel #: 296120000

Doc ID #: _____

Idaho Public Health Districts

Applicant's Name: Pete Thomas

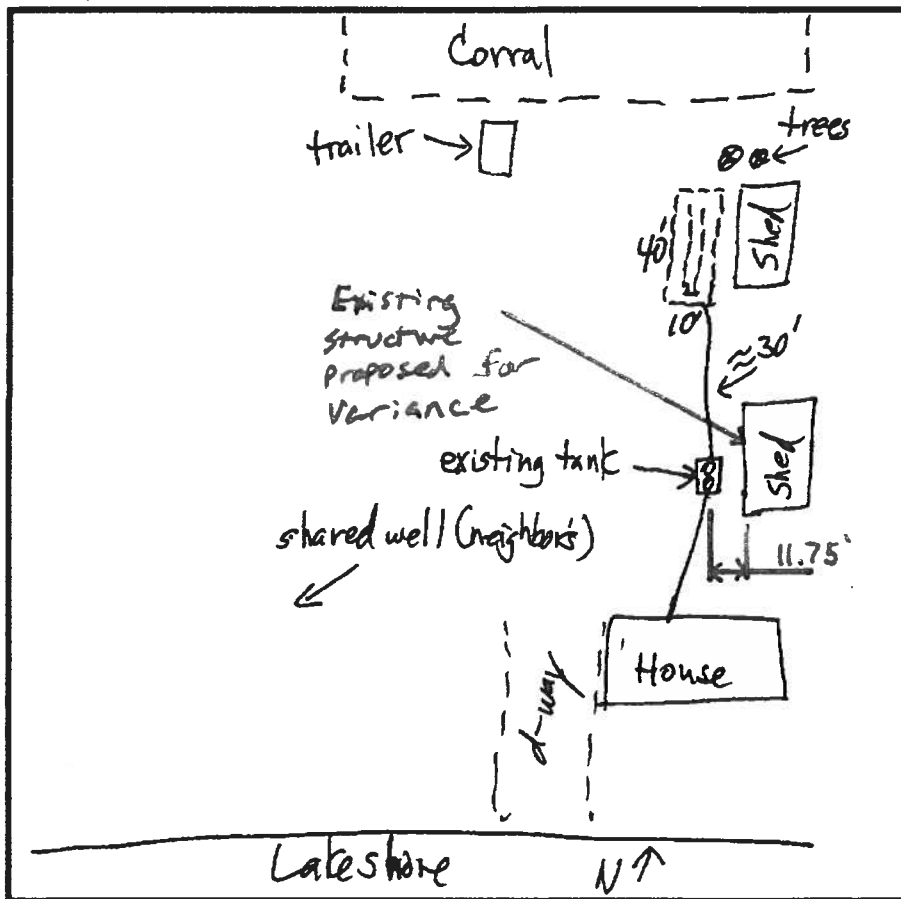
Owners Name: Ron Penny

Property Address: 10586 Lake Shore Nampa Canyon

Legal Description: _____ Township 2N Range 2W Section 17

Subdivision: _____ Lot _____ Block _____ Size (acres): 4.97

Asbuilt (not to scale)



System Type: A

Gravel (Yards): 18

System Mfg: n/a

Sand (Yards): n/a

Septic/Trash Tank (Gallons): existing

Depth to Pipe (Inches): ≈ 18 (average)

Septic/Trash Tank Mfg.: 11

Rock Under Pipe (Inches): ≈ 8

Depth to Tank Lid (Inches): 11

Date system Installed: 1/20/12

Standpipe/Riser (Inches): 11

Riser Longitude: n/a

Pump Tank (Gallons): n/a

Riser Latitude: n/a

Pump/Tank Mfg.: n/a

Well Installed:

☒ Yes ☐ No

Drainfield Width (Ft): 10

Distance to Tank (Ft): 750

Drainfield Length (Ft): 40

Distance to Drainfield (Ft): 7100

Drainfield Area (Sq. Ft.): 400

Valve: ☐ Yes ☒ No

D-Box: ☐ Yes ☒ No

All plans, specifications, and conditions contained in the approved permit application are hereby incorporated into and may be enforceable as part of the permit.

Notes/Conditions of Approval: _____

Installer Name: Nampa Septic

Installer Number: 1-1149

Signature: (unavailable to sign)

Date: 1/20/12

By signing above, I certify that all answers and statements on this Final/Asbuilt are true and complete to the best of my knowledge.

Official Use Only					
DATE	<u>1/20/12</u>				
TRAVEL	<u>30</u>				
INSPECT	<u>45</u>				
EHS	<u>15</u>				

☒ As-Built provided by EHS

☐ As-Built provided by Installer

EHS Final Inspection Signature

EHS Code

Date

Revision Date: 03/2011

20

**this document is being
re-recorded to correct addresses.**

***This document is being re recorded to correct
paragraph 1., delete paragraph 7., and correct
paragraph 18.**

**THIS PAGE HAS BEEN ATTACHED
TO ACCOMMODATE THE
RECORDING STAMP**

2023-016687
RECORDED
05/26/2023 10:49 AM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=10 JWINSLOW \$37.00
TYPE: AGR
EMPIRE TITLE, LLC, AN IDAHO LIMITED
ELECTRONICALLY RECORDED

2023-016820
RECORDED
05/26/2023 03:43 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=10 NHANEY \$37.00
TYPE: AGR
EMPIRE TITLE, LLC, AN IDAHO LIMITED
ELECTRONICALLY RECORDED

2023-016710
RECORDED
05/26/2023 11:22 AM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=10 ADMARTINEZ \$37.00
TYPE: AGR
EMPIRE TITLE, LLC, AN IDAHO LIMITED
ELECTRONICALLY RECORDED

This document is being re recorded to correct paragraph 1., delete paragraph 7., and correct paragraph 18.

This document is being re-recorded to correct addresses.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

ALM FRIEDMAN, LLC
301 E. BAKER ST.
MERIDIAN, ID 83642

2023-013243

RECORDED

04/27/2023 12:31 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=8 LBERG

\$31.00

TYPE: AGR

EMPIRE TITLE, LLC, AN IDAHO LIMITED

ELECTRONICALLY RECORDED

(Space Above for Recorder's Use)

SHARED WELL AGREEMENT

This Shared Well Agreement ("Agreement") is made and entered into this 4th day of April, 2023, by and between ~~10586~~ Lake Shore Dr, Nampa, ID 83686, ("Supplying Party") and ~~10586~~ 10586 Lake Shore Dr, Nampa, ID 83686 ("Supplied Party"). *10596

WHEREAS the Supplying Party is the owner of certain real property situated in Canyon County, State of Idaho, commonly known as ~~10586~~ Lake Shore Dr, Nampa, ID 83686, and more fully described on the attached ~~Exhibit A~~ ("Supplying Parcel"); *10596
B

WHEREAS the Supplied Party is the owner of certain real property situated in Canyon County, State of Idaho, commonly known as ~~10586~~ Lake Shore Dr, Nampa, ID 83686, and more fully described on the attached ~~Exhibit B~~ ("Supplied Parcel"); *10586
A

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein, and an Agreement has been reached relative to supplying water from the well and the cost of supplying said water; and

WHEREAS, there is a well located upon the Supplying Parcel, together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to all properties connected to the said water distribution system; and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply a single family dwelling on each of the parcels described herein with water from the well for all domestic uses of a single family residing therein; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, it is agreed that the well and water distribution system situated on the Supplying Parcel shall be used by the parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

**This document is being re recorded to correct paragraph 1., delete paragraph 7., and correct paragraph 18..*

This document is being re-recorded to correct addresses.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

ALM INVESTMENTS LLC
301 E. Baker St.
Mendota, ID 83647

(Space Above for Recorder's Use)

SHARED WELL AGREEMENT

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WHEREAS, there is a well located upon the Supplying Parcel, together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to all properties connected to the said water distribution system; and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply a single family dwelling on each of the parcels described herein with water from the well for all domestic uses of a single family residing therein; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, it is agreed that the well and water distribution system situated on the Supplying Parcel shall be used by the parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the household residing thereon, are hereby granted the right in common with the other parties to this Agreement, to draw water from the well located on for ordinary domestic use ~~excluding the right to draw water to fill swimming pools and other large withdrawals of any type~~ excluding the right to draw water to fill swimming pools exceeding 4,000 gallons and other large withdrawals with the exception of farm animal watering troughs.

2. That the owners or residents of the dwellings located on the Supplied Parcel, as of the date of this Agreement shall:

a. Pay or cause to be paid to the Supplying Party, an annual or quarterly fee for this use of the well and water distribution system;

b. Pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two, it being understood that the Supplying Party and the Supplied Party shall pay an amount equal to one half of the total of such necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repairs, and maintenance on said well and water distribution system.

3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.

4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.

5. That each of the parties hereby agrees to annual well water sampling and testing at a minimum by a certified water testing laboratory and well inspection every five years at minimum by a licensed well contractor as part of a regular maintenance plan.

6. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be definitive.

7. ~~That the Supplied Party shall pay to the Supplying Party his proportionate share for the cost of energy for the operation of the pumping equipment. This cost shall be determined by a separate meter upon each dwelling and for each parcel.~~ Item 7 deleted

8. That it is the agreement of the parties hereto that the payment for energy cost shall be made not later than the day of each succeeding month during the term of this Agreement. In the event that any such payment remains unpaid for a period of 30 days, the Supplying Party may

terminate the supply of water to the Supplied Party until all arrearages in payment are received by the Supplying Party.

9. That it is the agreement of the parties that they shall permit a third party to cure a default of payment or other obligation and shall permit water distribution service to be reinstated upon such curative action.

10. That each of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement.

11. That no party may install landscaping or improvements that will impair the use of said easements.

12. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.

13. That only those parcels of real estate hereinabove described, and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.

14. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.

15. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.

16. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination at the Office of the Register of Deeds of the County of Canyon, State of Idaho, and to the Supplying Party. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.

17. That the undersigned parties shall permit well water sampling and testing by a responsible authority at the request of an undersigned party, and the costs of such well tests are shared like any other expense.

18. That the said well and this Agreement, if amended, shall serve no more than two single family dwelling units ~~on two parcels~~; notwithstanding the ability of the parties to make other amendments to this Agreement. ~~**including an optional accessory dwelling unit (ADU),~~

19. That the parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities.

20. That the term of this Agreement shall be perpetual, except as herein limited.

21. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

22. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

23. Supplied Party will pay Suppling Party \$15 per quarter to pay for half of the well pump electricity.

[SIGNATURES TO FOLLOW ON SUBSEQUENT PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

SUPPLYING PARTY:
RLM Investments I, LLC

SUPPLIED PARTY:
RLM Investments I, LLC

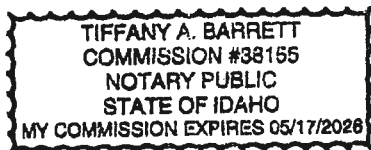
[Signature]
Name
By: Ryan Leslie Myhre, Member

[Signature]
Name
By: Ryan Leslie Myhre, Member

STATE OF IDAHO)
County of Canyon) ss.

On this 14th day of April, 2023, before me Tiffany A. Barrett,
personally appeared Ryan Leslie Myhre, known or identified to me (or proved to me
on the oath of _____), to be the person whose name is subscribed
to the within instrument, and acknowledged to me that he/she/they executed the same.

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



Tiffany A. Barrett
NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
County of _____) ss.

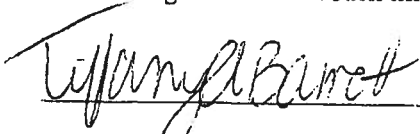
On this _____ day of _____, 20____, before me See Attached,
personally appeared _____, known or identified to me (or proved to me
on the oath of _____), to be the person whose name is subscribed
to the within instrument, and acknowledged to me that he/she/they executed the same.

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

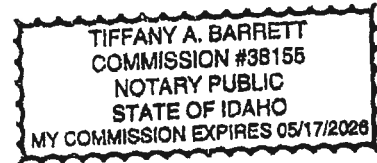
NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

State of Idaho
County Canyon

On this 14th day of April, in the year of 2023, before me the undersigned Notary Public in and for said State, personally appeared Ryan Leslie Myhre, known or identified to me to be the Member, of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Notary Public for State of Idaho
Residing at: Caldwell, Idaho
My Commission Expires: 05/17/2026



Canyon County Development Services
111 N. 11th Ave. Room 310, Caldwell, ID 83605
(208) 454-7458

Building Divsn Email: buildinginfo@canyoncounty.id.gov **Planning Divsn Email:** zoninginfo@canyoncounty.id.gov

Receipt Number: 88536

Date: 6/3/2026

Date Created: 6/3/2026

Receipt Type: Normal Receipt

Status: Active

Customer's Name: Scott Bates

Comments: ZV2026-0005

Site Address: 9516 LESTON LN, Nampa ID 83686 / Parcel Number: 29612000 0

CHARGES

<u>Item Being Paid For:</u>	<u>Application Number:</u>	<u>Amount Paid:</u>	<u>Prevs Pymnts:</u>	<u>Unpaid Amnt:</u>
Planning - Notification - Public Hearing Level Cases (1 Hearing)	ZV2026-0005	\$350.00	\$0.00	\$0.00
Planning - Case Mapping (Fee Per Case Set)	ZV2026-0005	\$50.00	\$0.00	\$0.00
Planning - Variance Greater Than 35%	ZV2026-0005	\$950.00	\$0.00	\$0.00

Sub Total: \$1,350.00

Sales Tax: \$0.00

Total Charges: \$1,350.00

PAYMENTS

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Cash		\$1,350.00

Total Payments: \$1,350.00

ADJUSTMENTS

Receipt Balance: \$0.00