



004

1/16/10

CANYON COUNTY COMMISSIONERS

Steve Rule
District I

Kathryn Alder
District II

David J. Ferdinand, II
District III

1115 Albany ❖ Caldwell, Idaho 83605 ❖ Telephone: (208) 454-7507 ❖ Fax: (208) 454-7336

January 26, 2010

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JAN 27 2010

Craig Johnson
Idaho State Tax Commission
P.O. Box 36
Boise, ID 83722

TECHNICAL SUPPORT

Re: Order of Approval for Joint Petition for Highway District Boundary Adjustment

Dear Mr. Johnson

On December 31, 2009, the Canyon County Commissioners signed Findings of Fact, Conclusions of Law and Order of Approval of a joint petition for a highway district boundary adjustment. A certified copy of the document, which includes a map and legal description, is enclosed for your review.

We thank you for your consideration of the documents. If you have any questions, please contact me at 454-7478.

Sincerely, -


Monica Reeves
Deputy Clerk

Enclosure

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State of Idaho }
County of Canyon } s.s.

I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.

DATED: 1-26-10

William H. Hurst

William H. Hurst, Clerk

Annex Deves

Deputy Clerk

31

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2010 JAN 26 PM 1 37

BEFORE THE BOARD OF COMMISSIONERS
OF CANYON COUNTY

WILLIAM H. HURST
CANYON COUNTY RECORDER
BY *W. Hurst*

REQUEST CANYON COUNTY
TYPE *Disc* FEE *0*

IN THE MATTER OF THE PETITION OF

CANYON HIGHWAY DISTRICT NO. 4 AND
NOTUS-PARMA HIGHWAY DISTRICT NO. 2,
Petitioners

Boundary Adjustment

)
) **FINDINGS OF FACT,**
) **CONCLUSIONS OF LAW,**
) **AND ORDER OF APPROVAL**
) **OF JOINT PETITION FOR**
) **HIGHWAY DISTRICT**
) **BOUNDARY ADJUSTMENT**
) **[I.C. § 40-1706]**
)

THE ABOVE ENTITLED MATTER before the Board of Commissioners of Canyon County upon the Joint Petition For Highway District Boundary Adjustment filed by the Canyon Highway District No. 4 and the Notus-Parma Highway District No. 2 coming on regularly for hearing on December 29, 2009 at 9:00 a.m. and pursuant to Idaho Code § 40-1706, the Board of Commissioners does hereby make and set forth the Record of Proceedings, and their Findings of Fact, Conclusions of Law and Order of Decision.

I.
THE RECORD OF PROCEEDINGS

The record of the proceedings of the above-referenced matter consists of the following, to-wit:

- 1.1 **Hearings:** A Public hearing was held on the 29th day of December, 2009 in the Commissioners Meeting Room at the Canyon County Court House at 1115 Albany Street, Caldwell, Idaho at 9:00 a.m. at which hearing included receipt of evidence, testimony from the petitioner Canyon Highway District No. 4 Engineer, and to hear anyone who might appear wishing to object to and/or comment on the proposed boundary adjustment.

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1.2 Exhibits

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<i>DESCRIPTION OF EVIDENCE</i>		<i>Withdrawn</i>	<i>Refused</i>	<i>Admitted</i>
1	Joint Petition For Highway District Boundary Adjustment			X
2	Affidavit of Publication - Notice of Public Hearing			X
3	Canyon Highway District No. 4 Staff Report			X
4	Aerial Photo depicting petitioned boundary adjustment			X
5	Amended and Restated Joint Powers Agreement			X

1.3 Persons Testifying

1.3.1 **Petitioner Highway District Staff:** Highway District Engineer Tim Richard presented the Canyon Highway District No. 4 Staff's Report, Aerial Photo and Amended and Restated Joint Powers Agreement (Exhibits 3 , 4 & 5). Additionally, Bill Gigray, attorney for Canyon Highway District No. 4, and John McEvoy, Commissioner for Canyon Highway District No. 4 testified in support of the Petition.

1.3.2 No Persons appeared to offer objection or comment.

**II.
DECISION**

Whereupon the Commissioners being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, do hereby make the following findings of fact, conclusions of law, and order, to-wit:

**III.
FINDINGS OF FACT**

3.1 **Definitions:** For all purposes of these Findings of Fact, the following terms shall have the meaning hereinafter set forth unless the context of the word clearly requires otherwise.

3.1.1 **CHD4:** means and refers to the Petitioner Canyon Highway District No. 4.

3.1.2 **NPHD2:** means and refers to the Petitioner Notus-Parma Highway District No. 2.

3.1.3 **Subject Real Property:** means and refers to that certain real property located in the County of Canyon, state of Idaho, which is the subject of this Joint Petition and is legally described for three separate parcels as follows:

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- 3.1.3.1 Parcel #1:** A part of the West Half of the Northwest Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 3 West of the Boise Meridian in Canyon County, Idaho, more particularly described, to-wit:

Commencing at the North quarter corner of Section 9, Township 4 North, Range 3 West of the Boise Meridian; thence North $89^{\circ} 34' 40''$ East (formerly North $89^{\circ} 54'$ East), (Highway Bearing South $89^{\circ} 43' 10''$ East) 95.00 feet, along the North line of said Section 9 to an intersection with the Centerline of the Notus Canal, the INITIAL POINT of this description; thence continuing North $89^{\circ} 34' 40''$ East 507.99 feet, to a point in the Westerly right of way line of Interstate 80; thence South $15^{\circ} 21' 28''$ East 222.62 feet, along the highway right of way (Highway Bearing South $14^{\circ} 39' 18''$ East) to a point in the East line of the said West Half of the Northwest Quarter of the Northeast Quarter; thence South $0^{\circ} 04'$ West 501.30 feet, along the said East line to an intersection with the centerline of the Notus Canal (which is South $0^{\circ} 04'$ West 716.40 feet from the Northeast corner of the West Half of the Northwest Quarter of the Northeast Quarter of said Section 9); thence meandering Northwesterly along the centerline of the Notus Canal North $25^{\circ} 05'$ West 164.89 feet; thence North $70^{\circ} 13'$ West 175.05 feet; thence North $37^{\circ} 05'$ West 387.35 feet, thence North $26^{\circ} 46'$ West 217.98 feet, to the INITIAL POINT of this description;

Excepting: Excepting the north 40 feet from this description of Parcel #1.

- 3.1.3.2 Parcel #2:** All that part of the East One-Half of the Northwest Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, lying North and East of the centerline of the right-of-way of the Black Canyon Canal (same as Notus Canal), and lying West of Interstate-80, now known as Interstate 84.
- 3.1.3.3 Parcel #3:** All that real property lying east from the westerly boundary of Parcel #1 and Parcel #2, as described herein, to the centerline of Interstate 84, said centerline also being the current boundary line of CHD4 and NPHD2.

3.2 Notice

TECHNICAL SUPPORT

3.2.1 Notice Required: Notice of Hearing was published in the *Idaho Press-Tribune*, the official newspaper of the County in two (2) consecutive times with the last publication greater than five (5) days prior to the date of the public hearing as required by I.C. §§ 40-1706 and 40-206 (2).

3.2.2 Notice Published [Exhibit 2]:

<i>Newspaper</i>	<i>Dates Published</i>
<i>Idaho Press-Tribune</i>	December 21, 2009 and December 22, 2009

3.3 Canyon County is a duly formed County organized and existing by virtue of the laws of the State of Idaho and is organized, existing to whose boundaries are established by I.C. § 31-116.

3.4 Petitioner NPHD2 was reformed and Petitioner CHD4 was formed and each of their boundaries were established as they exist today by Resolution of the Board of Canyon County Commissioners on December 8, 1980, effective January 1, 1981, pursuant to the County Local Option Secondary Highway Reorganization Act as then codified in Chapter 27 of Title 40 Idaho Code.

3.5 Subsequent to the passage of the Resolution referenced in Finding 3.4 of these Findings of Fact, the highway law of the state of Idaho was amended and re-codified and the comparable provisions of what was the County Local Option Secondary highway Reorganization Act is now codified in Chapter 17 of Title 40 Idaho Code.

3.6 The Petitioners each have the jurisdiction within their boundaries of the secondary highway system within Canyon County.

3.7 Canyon County and CHD4 have entered into a series of agreements and currently have entered into an agreement entitled "Amended and Restated Joint Powers Agreement" [Exhibit 5] which governs the joint ownership and occupation of Parcel #1 of the Subject Real Property by Canyon County and CHD4.

3.8 Parcel #2 is adjacent to Parcel #1 and was purchased by CHD4 in 2002 and has been used and occupied by CHD4 in conjunction with its equipment and storage yard.

3.9 Parcel #3 lies between the current western boundary of CHD4 and Parcel #1 and Parcel #2 and is owned and under the jurisdiction of the Idaho Transportation Department and is a part of the Interstate 84 right-of-way.

3.10 The Subject Real Property and its components Parcels #1, #2 and #3 are described with sufficient legal description.

3.11 The aerial photo [Exhibit 4] which depicts the petitioned boundary adjustment.

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- 3.12 The Petitioner Canyon Highway District No. 4 will prepared and submit within 30 days of the date of this Order a Map drawn in a draftsman like manner which map will plainly and clearly depict the boundaries of CHD4 and NPHD2 as the same would be adjusted by the granting of the Joint Petition now before the Canyon County Board of Commissioners.
- 3.13 From the organization of CHD4 effective in 1981, said Highway District has maintained its administrative offices and equipment and storage yard on Parcel #1 and Parcel #2 of the Subject Real Property.
- 3.14 The Subject Real Property has been since formation and currently is within the boundaries of NPHD2.
- 3.15 The boundaries of both CHD4 and NPHD2 lie within the boundaries of Canyon County, state of Idaho.
- 3.16 The Subject Real Property lies adjacent and to the west of the current boundaries of CHD4 and includes real property lying to the west of the centerline of what is known and designated as Interstate 84 and lies south of State Highway 44 and Highway 44 extension all in Canyon County, state of Idaho.
- 3.17 The Subject Real Property is not subject to the payment of property tax due to the ownership by tax exempt Canyon County, CHD4 and Idaho Transportation Department.
- 3.18 It is relevant to the administrative operations of CHD4, including the conduct of elections, that the Subject Real Property be included within the boundaries of CHD4.
- 3.19 It is practical and in the best interests of the countywide administration of the secondary highway systems to adjust the boundaries between CHD4 and NPHD2 by the inclusion of the Subject Real Property within the boundaries of CHD4 to most equitably and economically permit the administration, operation and construction of the secondary highway system within Canyon County.

IV.

CONCLUSIONS OF LAW;

POWERS AND DUTIES OF THE BOARD OF COUNTY COMMISSIONERS

- 4.1 Subsequent to the passage of the Resolution referenced in finding 3.4 of these Findings of Fact, the highway law of the state of Idaho was amended and re-codified and the comparable provisions of what was the County Local Option Secondary highway Reorganization Act is now codified in Chapter 17 of Title 40 Idaho Code .

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- 4.2 The Board of County Commissioners has the duty, obligation, authority and power, in areas of the County where more than one (1) highway district exists from time to time as shall be practical and for the best interests of the countywide administration of the secondary highway systems, to adjust the borders of the highway districts coexisting in the County as shall most equitably and economically permit the administration, operation and construction of the secondary highway system within the County after providing notice and conducting a public hearing in compliance with I.C. § 40-1706 and § 40-206 (2).

V.

**ORDER OF APPROVAL OF JOINT PETITION FOR
HIGHWAY DISTRICT BOUNDARY ADJUSTMENT**

The Board of Commissioners of Canyon County, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing and being fully informed in the premises, and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth **DO HEREBY ORDER AND THIS DOES ORDER** that:

- 5.1 The Joint Petition for Highway District Boundary Adjustment is granted; and
- 5.2 The boundaries of Canyon Highway District No. 4 are adjusted by the addition thereto and by the inclusion therein of the Subject Real Property¹, and the boundaries of Notus-Parma Highway District No. 2 are adjusted by the deletion of the Subject Real Property¹ therefrom.
- 5.3 The Petitioner Canyon Highway District No. 4 shall provide one (1) copy of the legal description and a map, prepared in a draftsmanlike manner, which shall plainly and clearly designate the boundaries of Notus-Parma Highway District No. 2 and Canyon Highway District No. 4 as altered by this boundary adjustment order in order to facilitate part 6.1 under Section VI of these Findings of Fact, Conclusions of Law and Order.

SECTION VI.

DIRECTING THE DEPUTY CLERK

- 6.1 The Deputy Clerk shall certify this Order together with the legal description and map provided pursuant to Order in part 5.3 of these Findings of Fact, Conclusions of Law and Order and cause the same to be delivered to the Canyon County Assessor and Recorder and to the Idaho State Tax Commission on or before January 10, 2010 in compliance with the provisions of I.C. § 63-215 (1).
- 6.2 The Deputy Clerk shall forthwith provide and serve a copy of these Findings of Fact, Conclusions of Law, and Order of Approval of Joint Petition For Highway District Boundary Adjustment upon the Petitioners and any interested person demanding notice of the same.

¹ Refers to definition in Section 3.1.3 of these Findings of Fact

BY ACTION OF THE BOARD OF COMMISSIONERS OF CANYON COUNTY at its meeting held on the 31 day of December, 2009.

David J. Ferdinand, II
David J. Ferdinand, II, Chairman

Unavailable for signature
Steven Rule, Commissioner

Kathryn Alder
Kathryn Alder, Commissioner

ATTEST:

William H. Hurst
Wm. H. Hurst, Clerk
M. Rues, Deputy Clerk



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was served upon the following by the method indicated:

Canyon Highway District No. 4
15435 Hwy 44
Caldwell ID 83607

Mail
 Facsimile
 Hand Delivered

Notus-Parma Highway District No. 2
PO Box 719
Parma ID 83660

Mail
 Facsimile
 Hand Delivered

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DATED this 31 day of December, 2009.

William H. Hurst
M. Rues, Deputy Clerk

BEFORE THE BOARD OF COMMISSIONERS

OF CANYON COUNTY

IN THE MATTER OF THE PETITION OF) Case No. _____
)
CANYON HIGHWAY DISTRICT NO. 4 AND) **JOINT PETITION FOR**
NOTUS-PARMA HIGHWAY DISTRICT NO. 2,) **HIGHWAY DISTRICT**
 Petitioners) **BOUNDARY ADJUSTMENT**
) **[I.C. § 40-1706]**
 Boundary Adjustment)
)
 _____)

COMES NOW the Petitioners, Canyon Highway District No. 4 and Notus-Parma Highway District No. 2, both highway districts, and do hereby allege and petition the Board of Canyon County Commissioners as follows:

DEFINITIONS

For all purposes of this Joint Petition, the following terms shall have the meaning hereinafter set forth unless the context of the word clearly requires otherwise.

CHD4: means and refers to the Petitioner Canyon Highway District No. 4.

NPHD2: means and refers to the Petitioner Notus-Parma Highway District No. 2.

Subject Real Property: means and refers to that certain real property located in the County of Canyon, state of Idaho, which is the subject of this Joint Petition and is legally described for three separate parcels as follows:

Parcel # 1: A part of the West Half of the Northwest Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 3 West of the Boise Meridian in Canyon County, Idaho, more particularly described, to-wit:

Commencing at the North quarter corner of Section 9, Township 4 North, Range 3 West of the Boise Meridian; thence North 89° 34' 40" East (formerly North 89° 54' East), (Highway Bearing South 89° 43' 10" East) 95.00 feet, along the North line of said Section 9 to an intersection with the Centerline of the Notus Canal, the INITIAL POINT of this description; thence continuing North 89° 34' 40" East 507.99 feet, to a point in the Westerly right of way line of Interstate 80; thence South 15° 21' 28" East

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222.62 feet, along the highway right of way (Highway Bearing South 14° 39' 18" East) to a point in the East line of the said West Half of the Northwest Quarter of the Northeast Quarter; thence South 0° 04' West 501.30 feet, along the said East line to an intersection with the centerline of the Notus Canal (which is South 0° 04' West 716.40 feet from the Northeast corner of the West Half of the Northwest Quarter of the Northeast Quarter of said Section 9); thence meandering Northwesterly along the centerline of the Notus Canal North 25°05' West 164.89 feet; thence North 70° 13' West 175.05 feet; thence North 37° 05' West 387.35 feet, thence North 26° 46' West 217.98 feet, to the INITIAL POINT of this description;

Excepting: Excepting the north 40 feet from this description of Parcel # 1.

Parcel #2: All that part of the East One-Half of the Northwest Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, lying North and East of the centerline of the right-of-way of the Black Canyon Canal (same as Notus Canal), and lying West of Interstate-80, now known as Interstate 84.

Parcel #3: All that real property lying east from the westerly boundary of Parcel #1 and Parcel #2, as described herein, to the centerline of Interstate 84, said centerline also being the current boundary line of CHD4 and NPHD2.

GENERAL ALLEGATIONS

1. Petitioner NPHD2 was reformed and Petitioner CHD4 was formed and each of their boundaries were established as they exist today by Resolution of the Board of Canyon County Commissioners on December 8, 1980, effective January 1, 1981, pursuant to the County Local Option Secondary Highway Reorganization Act as then codified in Chapter 27 of Title 40 Idaho Code.
2. Subsequent to the passage of the Resolution referenced in paragraph 1 of this Joint Petition, the highway law of the state of Idaho was amended and re-codified and the comparable provisions of what was the County Local Option Secondary highway Reorganization Act is now codified in Chapter 17 of Title 40 Idaho Code.
3. The Petitioners each have the jurisdiction within their boundaries of the secondary highway system within Canyon County.
4. Canyon County and CHD4 have entered into a series of agreements and currently have entered into an agreement entitled "Amended and Restated Joint Powers Agreement" which governs the joint ownership and occupation of Parcel #1 of the Subject Real Property by Canyon County and CHD4.
5. Parcel #2 is adjacent to Parcel #1 and was purchased by CHD4 in 2002 and has been used and occupied by CHD4 in conjunction with its equipment and storage yard.

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6. Parcel #3 lies between the current western boundary of CHD4 and Parcel #1 and Parcel #2 and is owned and under the jurisdiction of the Idaho Transportation Department and is a part of the Interstate 84 right-of-way.
7. From the organization of CHD4 effective in 1981, the District has maintained its administrative offices and equipment and storage yard on Parcel #1 and Parcel #2 of the Subject Real Property.
8. The Subject Real Property has been since formation and currently is within the boundaries of NPHD2.
9. The boundaries of both CHD4 and NPHD2 lie within the boundaries of Canyon County, state of Idaho.
10. The Subject Real Property lies adjacent and to the west of the current boundaries of CHD4 and includes real property lying to the west of the centerline of what is known and designated as Interstate 84 and lies south of State Highway 44 and Highway 44 extension all in Canyon County, state of Idaho.
11. The Subject Real Property is not subject to the payment of property tax due to the ownership by tax exempt Canyon County, CHD4 and Idaho Transportation Department.
12. It is relevant to the administrative operations of CHD4, including the conduct of elections, that the Subject Real Property be included within the boundaries of CHD4.
13. It is practical and in the best interests of the countywide administration of the secondary highway systems to adjust the boundaries between CHD4 and NPHD2 by the inclusion of the Subject Real Property within the boundaries of CHD4 to most equitably and economically permit the administration, operation and construction of the secondary highway system within Canyon County.

WHEREFORE, the Petitioners petition the Board of Commissioners of Canyon County as follows:

1. That the County Board of Commissioners set this Joint Petition for public hearing at which any person objecting may be heard in opposition thereto; and
2. That notice of the public hearing on this Joint Petition for change to the boundaries of CHD4 and NPHD2 be published in accordance with the provisions of I.C. § 40-206; and
3. That the County Board of Commissioners, upon completion of the public hearing and within ten (10) days thereof, make a decision and order granting this Joint Petition adjusting the boundaries of CHD4 by the addition thereto and by the inclusion therein of the Subject Real Property, and adjusting the boundaries of NPHD2 by the reduction and exclusion of the Subject Real Property therefrom.

Draft Date: 11 23 09

Dated the 10 day of 12/08/09, 2009 By: Ray C. Huchat
Chairman of the Board of Commissioners
Notus-Parma Highway District No. 2

Dated the 25th day of November, 2009 By: Darwin Taylor
Chairman of the Board of Commissioners
Canyon Highway District No. 4

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**CANYON COUNTY BOARD OF COMMISSIONERS
NOTICE OF PUBLIC HEARING FOR OBJECTION
TO THE JOINT PETITION OF CANYON HIGHWAY DISTRICT NO. 4
AND NOTUS-PARMA HIGHWAY DISTRICT NO. 2
FOR BOUNDARY ADJUSTMENT**

LEGAL NOTICE IS HEREBY GIVEN that on, the 29th day of December, 2009 at the Commissioners Meeting Room in the Canyon County Courthouse at 1115 Albany Street, Caldwell, Idaho, at 9:00 a.m. the Board of Canyon County Commissioners will hold a public hearing and receive comments and any opposition to the following:

Joint Petition: The Joint Petition of Canyon Highway District No. 4 and Notus-Parma Highway District No. 2 for a boundary adjustment will remove subject real property from Notus-Parma Highway District No. 2 and add the same to Canyon Highway District No. 4. The Subject Real Property involved:

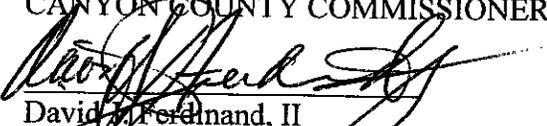
- Owned by Canyon Highway District No. 4 and Canyon County are occupied by the administrative offices and equipment storage and yard of Canyon Highway District No. 4 and the Weed Department of Canyon County and lie west of Interstate 84 and south of State Highway 44.
- Owned by Idaho Transportation Department includes the right-of-way within Interstate 84 right-of-way between the centerline of Interstate 84 and the above described real property owned by Canyon Highway District No. 4 and Canyon County.

The above referenced Subject Real Property is legally described in the Joint Petition of the Highway Districts on file in the County Commissioners' office at the above stated address.

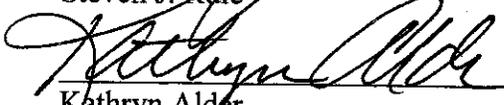
Any person wishing to object and/or comment is invited to attend the public hearing and to provide comment on the proposed boundary adjustment. The Joint Petition may be viewed at the office of the Canyon County Board of Commissioners at the address above set forth during regular office hours.

Dated this 16th day of December, 2009.

CANYON COUNTY COMMISSIONERS


David J. Ferdinand, II


Steven J. Rife


Kathryn Alder

ATTEST: WILLIAM H. HURST, CLERK, , Deputy

12-16-09

CANYON HIGHWAY DISTRICT NO. 4

STAFF REPORT

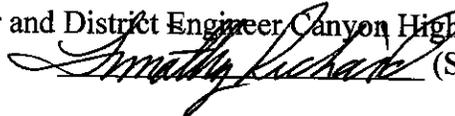
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DATE: December 29, 2009

TO: The Board of Commissioners of Canyon County

FROM: Director and District Engineer Canyon Highway District No. 4
 (Signed)

SUBJECT: Joint Petition for Highway District Boundary Adjustment (Joint Petition) Canyon Highway District No. 4 and Notus-Parma Highway District No. 2 Petitioners

PRESENTED AT: Public Hearing held December 29, 2009 @ 9:00 a.m.

REQUEST: The boundaries of Notus Parma Highway District No. 2 (NPHD2) and Canyon Highway District No. 4 (CHD4) be adjusted to include Parcels 1, 2, and 3 as described in the Petition within CHD4 and removed from NPHD2.

LOCATION: Two parcels (Parcel #1 & #2 of the Joint Petition) are located in Section 9, Township 4 North, Range 3 W in the southwest quadrant of the Interstate 84 & Hwy 44 Interchange and the third parcel (Parcel #3 of the Joint Petition) is that portion of the Interstate 84 right-of-way from the east boundary of the parcels to the Interstate 84 centerline, also being the current boundary between NPHD2 and CHD4.

STAFF REPORT: A review of the site and the records on file at Canyon Highway District N. 4 has been completed and the following report is provided:

1. Petitioner NPHD2 was reformed and Petitioner CHD4 was formed and each of their boundaries were established as they exist today by Resolution of the Board of Canyon County Commissioners on December 8, 1980, effective January 1, 1981, pursuant to the County Local Option Secondary Highway Reorganization Act, which established the boundary between NPHD2 and CHD4 as the centerline of Interstate 84.
2. NPHD2 and CHD4 each have the jurisdiction within their boundaries of the secondary highway system within Canyon County.
3. Canyon County and CHD4 jointly own and each have one-half interest in Parcel #1 (Warranty Deed dated June 5, 1981, Canyon County Recorder Inst. #925416).
4. Canyon County and CHD4 have entered into a series of agreements and currently have entered into an agreement entitled "Amended and Restated Joint Powers Agreement" dated March 4, 2004 (Canyon County Recorder Inst. #200412261), which governs the joint ownership and occupation of Parcel #1 by Canyon County and CHD4.

5. James Voorhees, CHD4 Director has coordinated the requested Joint Petition with James Martell, Canyon County Weed & Gopher Control whose operations jointly occupy Parcel #1 with CHD4.
6. Parcel #2 is adjacent to Parcel #1 and was purchased by CHD4 in 2002 (Warranty Deed dated October 17, 2002, Canyon County Recorder Inst. #200248997) and has been used and occupied by CHD4 in conjunction with its equipment and storage yard.
7. Parcel #3 lies between the current western boundary of CHD4 and Parcel #1 and Parcel #2 and is owned and under the jurisdiction of the Idaho Transportation Department and is a part of the Interstate 84 right-of-way.
8. The Subject Real Property and its components Parcels #1, #2 and #3 are described with sufficient legal description within the Joint Petition.
9. A map [offered as an exhibit at the hearing] which depicts the petitioned boundary adjustment has been prepared in a draftsman like manner and which map plainly and clearly depicts the boundaries of CHD4 and NPHD2 as the same would be adjusted by the granting of the Joint Petition.
10. From the organization of CHD4 effective in 1981, said Highway District has maintained its administrative offices and equipment and storage yard on Parcel #1 and Parcel #2 of the Subject Real Property.
11. The Subject Real Property has been since formation and currently is within the boundaries of NPHD2.
12. The boundaries of both CHD4 and NPHD2 lie within the boundaries of Canyon County, state of Idaho.
13. The Subject Real Property lies adjacent and to the west of the current boundaries of CHD4 and includes real property lying to the west of the centerline of what is known and designated as Interstate 84 and lies south of State Highway 44 and Highway 44 extension all in Canyon County, state of Idaho.
14. The Subject Real Property is not subject to the payment of property tax due to the ownership by tax exempt Canyon County, CHD4 and Idaho Transportation Department.
15. It is relevant to the administrative operations of CHD4, including the conduct of elections, that the Subject Real Property be included within the boundaries of CHD4.

REQUEST: It is requested that the Board of County Commissioners grant the requested Joint Petition for Highway District Boundary Adjustment.

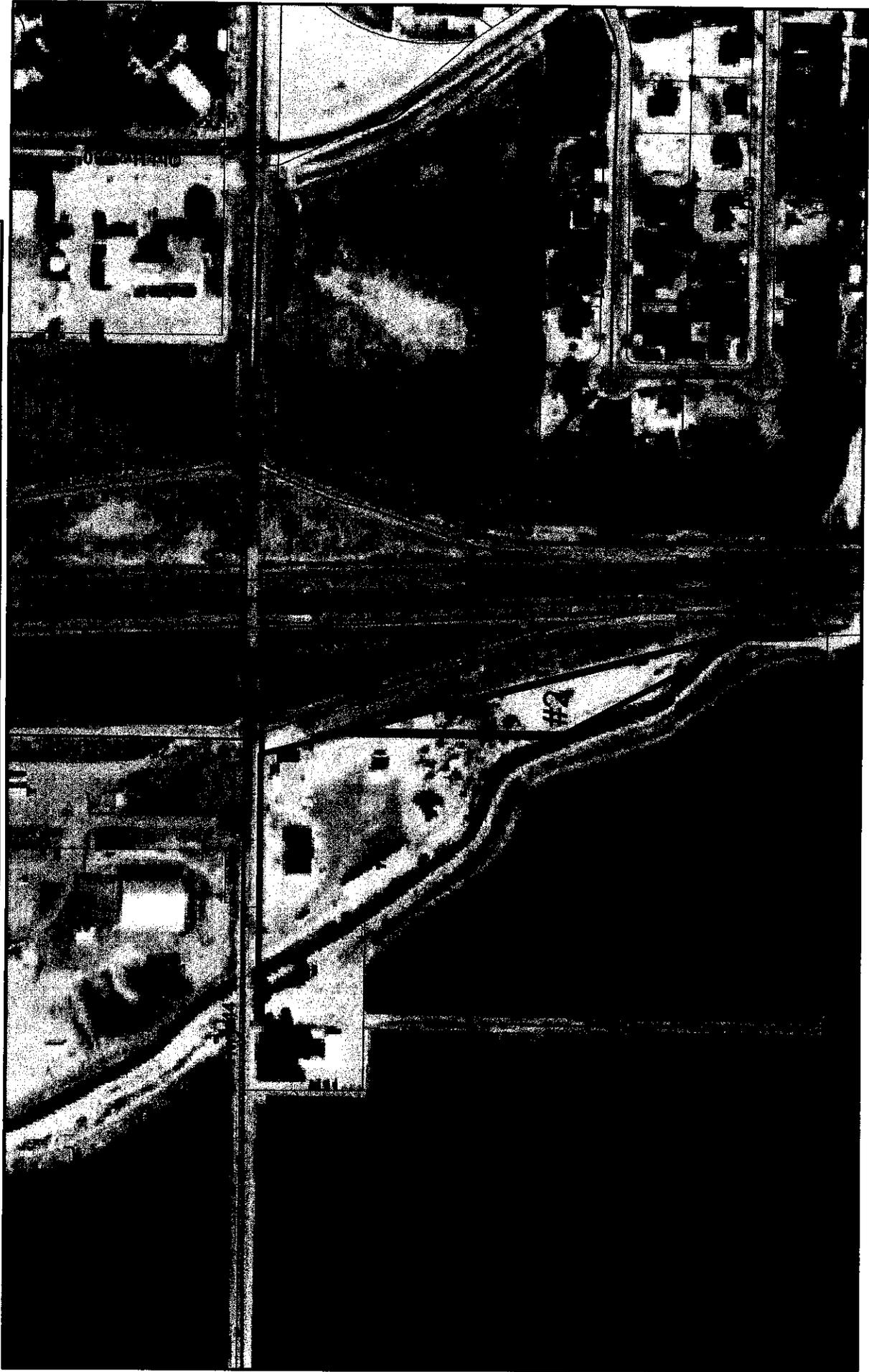
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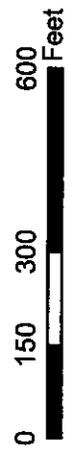
Petitioned Highway District Boundary Adjustment



NP/HD2 / CHD4 Current Boundary
Parcels to be included in CHD4
and deleted from NP/HD2.

- NP/HD2 / CHD4 Current Boundary
- ▭ Parcels to be included in CHD4 and deleted from NP/HD2.
- #X Parcel number as referenced in Petition

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CANYON COUNTY RECORDER
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AMENDED AND RESTATED JOINT OWNERSHIP AGREEMENT
[A JOINT EXERCISE OF POWER AGREEMENT]

Parties: Canyon County
Canyon Highway District No. 4

THIS AGREEMENT is entered into this 4th day of March, 2004, by and between Canyon County, a duly formed and existing county organized and existing by virtue of the laws of the State of Idaho, hereinafter referred to as "County" and Canyon Highway District No. 4, a highway district and government subdivision of the State of Idaho organized and existing by virtue of the laws of the State of Idaho, hereinafter referred to as "Highway District".

1. DEFINITIONS:

Words and phrases used in this Agreement are defined herein as follows:

- 1.1 "County" means and refers to Canyon County party to this agreement.
- 1.2 "County Designated Development and Use Area" refers to and means that portion of the "Real Property" which is designated on the Use and Occupancy Map as the County's.
- 1.3 "Highway District", means and refers to Canyon Highway District No. 4 party to this agreement.
- 1.4 "Highway District Designated Development and Use Area" refers to and means that portion of the "Real Property" which is designated on the Use and Occupancy Map as the Highway District's.
- 1.5 "Joint Ingress/Egress Use Area" means and refers to that portion of the "Real Property" which is designated on the Use and Occupancy Map as a joint ingress/egress use area.
- 1.6 "Joint Ownership Agreement" means and refers to that certain agreement between the parties governing the ownership of the "Real Property" dated the 5th day of June 1981 and recorded on July 15, 1981 in the Records of the Recorder's office of Canyon County as Document # 925415.
- 1.7 "Party/ies" refers to "County" and/or "Highway District".
- 1.8 "Real Property" refers to that real property which is the subject of this Agreement and which is jointly owned by the County and Highway District which is described in the Joint Ownership Agreement and the Warranty Deed and refers to that parcel of land located in Canyon County, Idaho, more particularly described as follows:

REQUEST CANYON COUNTY
TYPE REEL FEE

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A part of the West Half of the Northwest Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 3 West of the Boise Meridian in Canyon County, Idaho, more particularly described, to-wit:

Commencing at the North quarter corner of Section 9, Township 4 North, Range 3 West of the Boise Meridian; thence North 89° 34' 40" East (formerly North 89° 54' East), (Highway Bearing South 89° 43' 10" East) 95.00 feet, along the North line of said Section 9 to an intersection with the Centerline of the Notus Canal, the INITIAL POINT of this description; thence continuing North 89° 34' 40" East 507.99 feet, to a point in the Westerly right of way line of Interstate 80; thence South 15° 21' 28" East 222.62 feet, along the highway right of way (Highway Bearing South 14° 39' 18" East) to a point in the East line of the said West Half of the Northwest Quarter of the Northeast Quarter; thence South 0° 04' West 501.30 feet, along the said East line to an intersection with the centerline of the Notus Canal (which is South 0° 04' West 716.40 feet from the Northeast corner of the West Half of the Northwest Quarter of the Northeast Quarter of said Section 9); thence meandering Northwesterly along the centerline of the Notus Canal North 25° 05' West 164.89 feet; thence North 70° 13' West 175.05 feet; thence North 37° 05' West 387.35 feet, thence North 26° 46' West 217.98 feet, to the INITIAL POINT of this description;

EXCEPTING THEREFROM that portion of the North 40 feet deeded to the State of Idaho recorded April 22, 1963 as Document No. 532139;

Together with all water, water rights, ditches, and rights of way for ditches appurtenant thereto or in anywise appertaining;

Subject to all existing rights of way and easements;

Subject to restrictions in Warranty Deed dated February 11, 1963 to State of Idaho, recorded April 22, 1963 as Document No. 532139, records of Canyon County, Idaho;

Subject to oil, gas and mineral lease dated October 26, 1971, recorded April 4, 1972 as Document No. 680793, records of Canyon County, Idaho;

Subject to Notus Canal right of way along the Southwesterly 50 feet as disclosed by Melvin V. Davenport survey of June 4, 1975.

- 1.9 "Real Property/Highway District" refers to a parcel of land located in Canyon County, Idaho, more particularly described as follows:

All that part of the East One-Half of the Northwest Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, lying North and East of the centerline of the right-of-way of the Black Canyon

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Canal (same as Notus Canal), and lying West of Interstate-80, now known as Interstate 84.

- 1.10 "Use and Occupancy Map" means and refers to the Use and Occupancy Map attached hereto as Appendix 1.10 which depicts the "Real Property" and depicts the "County Designated Development and Use Area", the "Highway District Designated Development Use Area", and "Joint ingress/egress use area".
- 1.11 "Warranty Deed" means and refers to that certain Warranty Deed dated the 5th day of June, 1981 where in the County was Grantor and Highway District was the Grantee of a one-half (1/2) interest as a tenant in common with the County and which was recorded on July 15, 1981 in the Records of the Recorder's office of Canyon County as Document # 925416.

RECITALS

2. WHEREAS:

The parties recite and declare:

- 2.1 The parties now jointly own and have jointly owned the "Real Property" since on or about July 15, 1981 and which joint ownership was and is subject to the terms and conditions of the "Joint Ownership Agreement" and as set forth in the "Warranty Deed"; and
- 2.2 The "Highway District" since July 15, 1981 has purchased the "Real Property/Highway District" which lies adjacent to the "Real Property".
- 2.3 The "Highway District" intends in the future, now is and has developed and used the "Real Property" in order to provide facilities for its administrative and operational functions and responsibilities; and
- 2.4 The "County" intends in the future, now is and has developed and used the "Real Property" in order to provide facilities for its administrative and operational functions and responsibilities of its Noxious Weed and Agricultural Pest Control programs; and
- 2.5 The parties have jointly shared space in an Administrative Office Building located upon the "Real Property" [depicted on the Use and Occupancy Map as Administrative Office] up to on our about October 1, 2003 when the County's Noxious Weed and Agricultural Pest control program moved into the New Office ; and
- 2.6 The Highway District in coordination with and by consent of the County caused in the calendar years of 2001 and 2002 to be constructed and installed upon the "Real Property" at the expense of the Highway District a New Office facility [depicted on the Use and Occupancy Map as New Office] which now houses and serves as the

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offices for the County's Noxious Weed and Agricultural Pest control program, and the Highway District now occupies the entire Administrative Office; and

- 2.7 The parties agree to continue to jointly own the "Real Property" but recognize that they now each have their own facilities upon the "Real Property" and that it is in both of their best interests to accommodate their future needs for use and development of the Real Property to designate specific areas within the "Real Property" for the exclusive development and use of each party together with a designation of joint ingress and egress area and to provide each party with an exclusive first option to purchase the interest of the other in "Real Property"; and
- 2.8 The parties have caused a Use and Occupancy Map to be prepared which has designates and depicts thereon the appropriate areas Designated for Development and Use by each party and the designation of the Joint Ingress and Egress area; and
- 2.9 In order to affect the present and future needs of the parties regarding their joint ownership of the "Real Property" and provide a just and equitable first option to purchase the interest of the other in the "Real Property." it is necessary to amend and restate the "Joint Ownership Agreement" by entering into this agreement.

NOW THEREFORE, in consideration of the foregoing recitals, considerations and purposes, the parties covenant and agree as follows:

3. JOINT OWNERSHIP AGREEMENT AMENDED AND RESTATED:

- 3.1 The Joint Ownership Agreement is herein restated and amended and superceded by this Agreement.

4. DURATION:

- 4.1 **Term:** This agreement shall be in effect from the date of the signatures of the parties and shall be perpetual, unless mutually amended and/or terminated by the parties and/or in the event of a Partition and/or Purchase as set forth under Sections 13 and 14 of this Agreement.

5. NO SEPARATE LEGAL OR ADMINISTRATIVE ENTITY CREATED:

- 5.1 **No Separate Legal Entity:** This agreement does not create any separate legal or administrative entity.

6. PURPOSES:

- 6.1 The purposes of the parties and of this Agreement are set forth in the recitals hereinabove contained.

7. GOVERNS JOINT OWNERSHIP OF REAL PROPERTY:

- 7.1 This Agreement shall govern the Parties' ownership and development and use of the "Real Property".

8. INSURANCE, MAINTENANCE, HAZARDOUS WASTE, LIENS:

- 8.1 Each party shall carry premises liability insurance with a reputable carrier and provide proof of that insurance coverage to the other in an amount not less than the statutory minimum premises liability exposure of each party during the term of this agreement.
- 8.2 Each party shall be responsible for the maintenance of their own respective fire, casualty or other insurance on the structures located on the "Real Property" within their respective Designated Development and Use Area, as well as insurance for the party's personal property and contents of its structures or other personal property owned by the respective parties.
- 8.3 Each party shall, at all times during the term of this agreement and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, all buildings and any improvements, additions, and alterations to such buildings, on the "Real Property" which are within their respective Designated Development and Use Area, and shall use all reasonable precaution to prevent waste, damage, or injury to the improvements within their respective Designated Development and Use Area.
- 8.4 All applications and connections for necessary utility services to improvements within the Designated Development and Use Area of the respective Parties on the "Real Property" shall be made in the name of that party only and each respective Party shall be solely liable for utility charges as they become due, including, but not limited to, those for sewer, water, gas, electricity, and telephone services.
- 8.5 Neither Party shall use nor occupy the "Real Property" or any part of the "Real Property" for any unlawful, disreputable, or ultrahazardous purpose nor operate or conduct any activity or use in a manner constituting a nuisance of any kind, it being understood and agreed that the Parties present use of the "Real Property" shall not be considered a violation of this Section.
- 8.6 To the extent authorized by law, each Party shall indemnify the other against any and all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either: (1) a failure by a Party to perform any of the terms or conditions of this agreement; (2) any injury or damage happening on or about that Party's Designated Development and Use Area; (3) failure to comply with any law of any governmental authority; or (4) the recording of any mechanic's lien or security interest against the "Real Property".

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- 8.7 Each Party shall own and use the "Real Property" consistent with good commercial or customary practice, to eliminate any risks by their respective use and/or storage of any hazardous materials, petroleum products, toxic chemicals or substances, pollutants or contaminants, or any other material, chemical, or substance which could give rise to any liability or responsibility under any federal, state or local law or regulation or common law (referred to here as hazardous materials) in any of their various forms including without limitation, and use and/or storage of the same which results in the presence of hazardous wastes or materials located in the soils, ground water, or air at the "Real Property".
- 8.8 To the extent authorized by law, each Party shall indemnify the other against all payments that may be imposed on either by reason of any condition of the "Real Property" existing caused by that Party, which (a) violates any permits, or regulations with respect to toxic substances or hazardous wastes, as those terms are defined by applicable federal or state law, and each party shall indemnify, defend, and hold the other harmless from and against any claims, demands, liabilities, damages, or expenses arising out of any alleged contamination of water, land, or air on or about the premises resulting from the disposal of hazardous waste or other substance (whether subsequently determined to be hazardous waste or substance) or through or from their respective occupation of the "Real Property", regardless of when any such contamination may have actually occurred.

9. USE WITHIN AND AMENDMENT PROCESS REGARDING DESIGNATED DEVELOPMENT AND USE AREAS

- 9.1 **Use:** Each party's use and occupancy of the property shall be exclusive of the other within the Designated Development and Use Area assigned to that party under this agreement, and the Parties shall jointly use for access the Joint Ingress/Egress Use Area as provided in this agreement as set forth and designated on the Use and Occupancy Map.
- 9.2 **Amendment of Use and Occupancy Map:** In the event the parties agree to changes in the Use and Occupancy Map an amended Use and Occupancy Map shall then be signed by the parties and appended to this Agreement.

10. OPTION TO DEVELOP WITHIN DESIGNATED DEVELOPMENT AND USE AREAS:

- 10.1 Either party shall have the right to elect to develop within their respective Designated Development and Use Areas of the "Real Property" for any purpose which is consistent with the stated purposes of the parties for entering into this Agreement.
- 10.1.1 Notice of election shall be given 90 days prior to the commencement of development to the other party and which notice shall set forth the use,

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duration, plans and specifications of any construction and the site plan of the development, any terms and conditions of the development including any terms and conditions and/or contributions to the development requested of the other party.

10.1.2 Following receipt of notice under this Section, the responding party shall have 35 days within which to give notice of the specific objections to the proposed development which shall be served upon the initiating party.

10.1.3 If no timely objection is made, the initiating party may proceed with the development as proposed.

10.1.4 If an objection is made the parties shall proceed to designate agent to negotiate settlement of the objection.

10.1.5 If a settlement of the objection cannot be reached, an initiating party shall have the right to proceed only in the event:

A. The development does not require a contribution from the responding party; and

B. The initiating party's proposed development is within the area of the "Real Property" designated for their Development and Use, i.e. Highway District Designated Development and Use Area is primarily designated for Canyon Highway District and County Designated Development and Use Area is primarily designated for Canyon County as depicted in the Use and Occupancy Map; and

C. The development is for any purpose which is consistent with the stated purposes of the parties for entering into this Agreement; and

D. The development does not restrict either the ingress and egress area and the development and use by the other party within its Designated Development and Use Area.

10.1.6 If a settlement is reached, the parties shall set forth the terms and conditions of the Development Agreement in writing.

11. JOINT INGRESS/EGRESS USE AREA:

11.1 Each party shall have equal rights to use for ingress and egress to and from their Designated Development and Use Area the area of the "Real Property" designated in this agreement as the "Joint Ingress/Egress Use Area."

11.2 Each Party shall keep the ingress and egress areas free from obstructions which

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impede ingress and egress.

11.3 The Highway District may use the ingress and egress areas for its use for ingress and egress to and from the Highway District/Real Property to Highway 44.

11.4 The parties are jointly and equally responsible for the maintenance and upkeep of the "Joint Ingress/Egress Use Area" which area is presently asphalted and which shall be maintained in reasonable condition at all times.

11.4.1 The obligation to maintain the ingress and egress area shall be in proportion to the percentage of ownership for purposes of exercising the option to purchase herein after provided.

12. NO SUBLETTING OR ASSIGNMENT:

12.1 Neither party shall sublet any portion of the "Real Property."

12.2 Neither party shall assign any of their right, title and interest to this agreement including the right to possess and/or use the "Real Property" without completing the Option to purchase process provided in Section 14 herein.

13. PARTITION:

13.1 Either party may elect to partition the "Real Property" so long as the same can be accomplished in compliance with the Canyon County subdivision ordinance and the partition is in accordance with the Designated Development and Use Area assigned to each party by the provisions of this Agreement.

13.2 Notice of an election of partition shall be given 90 days in advance and the procedure as set forth in Section 10.1 et seq. shall be followed with the addition thereto in the event settlement cannot be reached, a judicial partition shall be the next process to effect partition.

14. OPTION TO PURCHASE:

14.1 Each party herein grants to the other an exclusive first option to purchase in the event a party intends to transfer its interest in the "Real Property."

14.1.1 The Parties may elect to establish a specific option price amount for each Party's interest which may be attached to this Agreement as Appendix 14.1.1, which valuation must be updated at least every two (2) years, or the alternate valuation as herein set forth in subsection 14.1.2 shall control.

14.1.2 Option price shall be based upon appraised value of the transferring party's Designated Development and Use Area plus a one half interest in Joint

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ingress/egress use area, as established by three chosen appraisers, one chosen by each party with the two chosen appraisers to choose the third appraiser and which appraisal shall set forth the value of the "Real Property" and the value of the improvements if any on the "Real Property."

- 14.2 Notice: In the event a party seeks to transfer its interest in the "Real Property" it shall give notice to the other party and the responding party shall have 35 days to give notice to the initiating party of its intent to proceed with appraisal. The parties shall then have 14 days to nominate an appraiser and the appraisers shall then have 35 days to designate a third appraiser and complete the appraisal. Once the appraisal is received the price shall be established in accordance with the provisions of Section 14.1.1 of this Agreement and by average of the appraisals, with the exception that an appraisal that is more than 15% in deviation from the average of the other two shall not be considered. The responding party shall then have 14 days to give notice of exercise of the option to purchase. Each party shall pay the cost of their designated appraiser and split the cost of the third appraiser.
- 14.3 Closing: In the event of the exercise of the option, closing shall occur within 60 days of the giving of notice electing the option and shall be a cash sale. Closing costs shall be shared equally with the transferring party furnishing title insurance.

15. DEFAULT:

- 15.1 No default or breach of any of the covenants and conditions of this Agreement shall exist on the part of either party until the party claiming default or breach shall serve upon the other a written notice, as provided in this agreement, specifying with particularity the covenant or condition of which the party is alleged to be in default, and/or has failed to perform or observe such covenant or condition, as the case may be, and the Party who has been served shall then have fourteen [14] days after the serving of such notice to cure the claimed default.
- 15.2 In the event, however, that any penalty be incurred or created or interest be charged by reason of lapse of time due to the failure or omission of such party to have performed or observed such covenant or condition of this Agreement, then that party shall bear and pay such penalty or discharge such interest.
- 15.3 If either party shall be delayed or prevented from the performance of any act required by this agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive laws, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be extended for a period equivalent to the period of such delay.

16. REMEDIES UPON DEFAULT

- 16.1 Each Party shall have the following remedies if the other commits a default. These

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remedies are not exclusive but are in addition to any remedies now or later allowed by law.

- 16.2 The parties hereto understand and agree that irreparable injury would be caused to the parties by failure of compliance with the terms of this Agreement. In the event of any actual or threatened default in or breach of any of the provisions of this Agreement, the party who is aggrieved thereby shall have the right to specific performance and/or an injunction, as well as monetary damages and any other appropriate relief in law or in equity which may be granted by any court in the United States of America; and that all such rights and remedies shall be cumulative and exclusive. In circumstances of waste on the "Real Property" and/or actions of a party which is a default of this agreement wherein immediate and irreparable injury, loss, or damage will result to the other party and/or to the "Real Property", and in the event of such default, the non-defaulting party, in addition to any other available remedy, shall be entitled immediately to restrain the same by injunction or other appropriate proceeding.
- 16.3 If either party shall be in default in the performance of any covenant to be performed under this agreement, then, after notice and without waiving or releasing the defaulting party from the performance of the covenant, the non-defaulting party may, but shall not be obligated to, perform any such covenant, and in exercising any such right pay necessary and incidental costs and expenses in connection with it. All sums so paid by non-defaulting party, together with interest on it at the maximum rate of interest per annum allowed by law, shall be deemed additional damages and shall be payable to non-defaulting party upon notice to the defaulting party of the amount claimed by the non-defaulting party under this subsection.
- 16.4 The non-defaulting party shall have all other rights and remedies the non-defaulting party may have at law or in equity, and shall have the right to enforce all of the non-defaulting party's rights and remedies under this agreement.

17. GENERAL PROVISIONS:

- 17.1 This agreement constitutes and contain entire agreement of the parties regarding the "Real Property" and supersedes and merges all other prior understandings or agreements between the parties on the subject of this agreement, if any, whether oral or written and specifically the "Joint Ownership Agreement"; and
- 17.2 The failure of a party hereto to insist upon strict performance of observance of this agreement shall not be a waiver of any breach of any terms or conditions of this agreement by the other party; and
- 17.3 In the event any provision or section of this agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provision shall nevertheless be enforceable and carried into effect; and

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- 17.4 This agreement shall be governed and interpreted by the laws of the State of Idaho; and
- 17.5 No party may assign this agreement or any interest therein without written consent of the other party; and in the event of assignment, this agreement shall inure to and be binding upon the parties hereto as well as their successors, assigns, departments and agencies; and
- 17.6 The successors and assigns of the parties to this Agreement shall be bound by this Agreement, and this Agreement shall constitute a covenant running with the land and shall be binding on any transferee from owner, in the event of a sale or conveyance of the "Real Property" or any part hereby at a future date, except for a Partition and/or a Purchase as provided for in Sections 13 and 14 of this Agreement.
- 17.7 An executed copy of this Agreement shall be recorded at the Office of the Canyon County Recorder.
- 17.8 The captions appearing under the section number designations of this agreement are for convenience only, and are not a part of this agreement, and do not in any way limit or amplify the terms and provisions of this agreement.
- 17.9 Attorneys fees: In the event it is necessary for legal action to be brought to enforce the provisions of this Agreement, the losing party in any court action will pay to the prevailing party therein a reasonable attorney fee, and in addition shall pay costs as allowed by law.
- 17.10 Binding Effect. This Agreement is binding upon the heirs, administrators, successors and assigns of all parties hereto.
- 17.11 Severability Clause. In the event any section, subsection, paragraph or portion of this Agreement shall be or shall be deemed to be, by any court having lawful jurisdiction of the subject matter of this Agreement, void, voidable or invalid for any reason, this Agreement shall be otherwise valid and enforceable as if said void, voidable or invalid section, subsection, paragraph or portion of this Agreement had not been a part hereof in the first instance.

18. NOTICE:

- 18.1 All notices given pursuant to this agreement or contemplated under this agreement shall be given by certified mail, return receipt requested, postage prepaid, addressed to the party at the following addresses:
- 18.1.1 Canyon Highway District #4
Attention: Secretary
15435 Hwy. 44.

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Caldwell, Idaho 83607

18.1.2 Canyon County

Attention: _____

1115 Albany

Caldwell, Idaho 83605

18.2 Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address or designee to whom notices shall thereafter be given upon five (5) days' prior written notice to the other party in the manner set forth in this section.

19. COUNTERPARTS:

19.1 This agreement shall be executed by the parties in two (2) counterparts, and each such counterpart shall be deemed an "original".

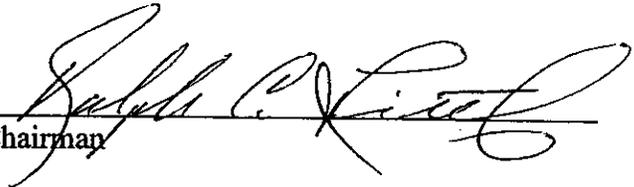
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IN WITNESS WHEREOF, the parties have herein executed this agreement and made it effective as hereinabove provided.

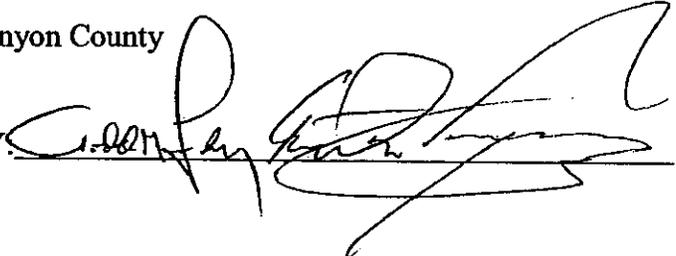
Canyon Highway District No. 4

BY: 
Chairman

Attest:


Secretary
BY RESOLUTION NO. 04-02-1

Canyon County

BY: 

Attest:

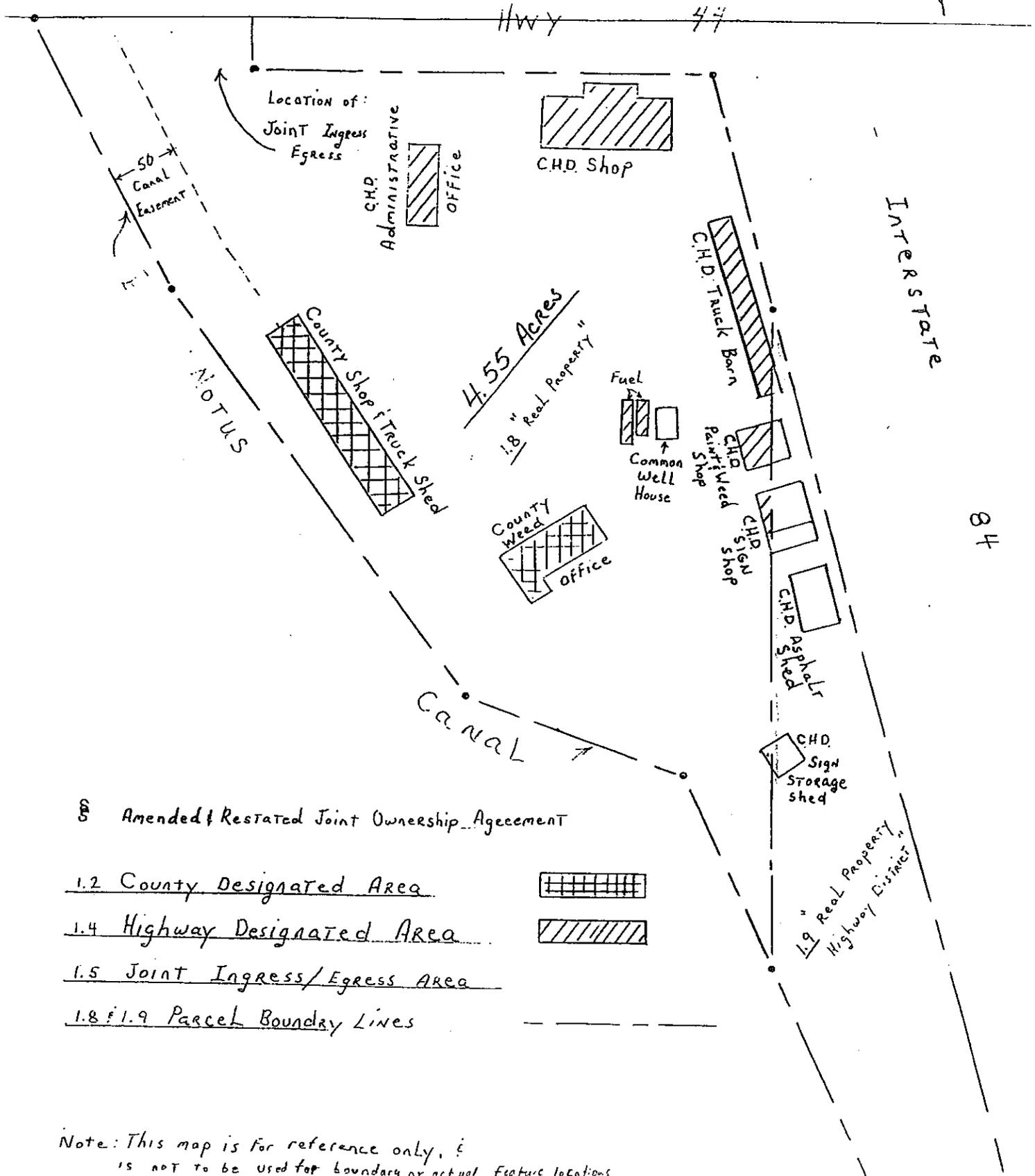
^{BY} , Clerk
, Deputy
Clerk
BY RESOLUTION NO. 04-02-7

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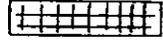
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Appendix 1.10 Use and Occupancy Map



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Amended & Restated Joint Ownership Agreement

- 1.2 County Designated Area 
- 1.4 Highway Designated Area 
- 1.5 Joint Ingress/Egress Area 
- 1.8 & 1.9 Parcel Boundary Lines 

Note: This map is for reference only, & is not to be used for boundary or actual feature locations