

Farmer Union Ditch
Minutes of the Board

February 10th, 2015

Board Members Present: Brian Harm, Lloyd Adkins, Sam Rosti, and Tom Foster
FUD Employees & Associates: Dane Vaughn, Jerry Kiser, Attorney

Guests: John Tensen of Boise City, Terry Scanlan for SPF, Dave Yorgensen of Walnut Grove LLC/
Canterbury HOA and Lillian and Mark Bowmen for Simplot Park.

Re: Dave Yorgensen

Appeared before the Board regarding a transfer of .92 shares of water from Walnut Grove LLC to Canterbury HOA. The Board shared concern about leaving some parcels without water; however it was determine they would be part of the New Dry Creek service area. The Board approved the transfer.

Re: Terry Scanlan

Came to discuss and request a new head gate for a new school in the Roseland Subdivision. Board discussed the goals of the project with Mr. Scanlan and determined to take this matter under consideration for 30 days to determine the feasibility of the proposal.

Re: Dane and Lawsuit

Date moved to February 27th, 2015

Re: Equipment.

Excavator is running good. Had to put new tires on Trailer

Re: Issue with homeowner and his property off Hill Rd, and Pierce Park.

Dane and Brian to go visit homeowner.

Re: John Tensen

Mr. Tensen introduced Lillian and Mark Bowmen who were there to introduce the idea of placing a statue of J.R. Simplot next to the canal in the new Simplot water park. The Board saw no issues with this idea and generally supported it.

Discussion continue regarding the Simplot Park plans and the Board expressed a desire to have Mr. Gephardt involved in the development of plan revisions and modifications to ensure all requirements of the FUD were addresses, as well as ongoing review of the actual construction to ensure actual construction is performed as planned. The Board unanimously approved this measure.

The Lander Street Project plans were shared and reviewed along with the documentation for the easement and compensation. Jerry Kiser was directed to review the easement agreement and work with Mr. Tensen to bring this agreement to final draft for approval of the Board. The Board unanimously approved this measure.

Re: Issue with Gophers and Fitzgerald

Jerry to write letter to Kulchek regarding Fitzgerald, gophers, and her plan on exterminating rodents. Need to have answer soon by the following week.

Re: Refill issue

Hearing to be reset for 60 to 90 days. Don't know when it will be set.

This concludes the minutes for the February 2015 meeting.

BOISE CITY
150 N. Capitol Blvd., Boise, Idaho 83702
RIGHT-OF-WAY CONTRACT

PROJECT # & DESCRIPTION: RSP-238, Lander Street Sewer Trunk Reroute
PARCEL # & OWNER: Farmer's Union Ditch Company, Inc.
DATE OF OFFER: _____

THIS RIGHT-OF-WAY CONTRACT, made this _____ day of _____, 20____, between the City of Boise, acting by its Mayor and Council, by the City Engineer or his authorized representative, herein called "CITY" and Farmer's Union Ditch Company, herein called "GRANTOR".

WHEREAS, subject to the terms outlined below, GRANTOR agrees to deliver to the CITY a Permanent Sewer Line Easement and Temporary Construction Easement included herewith as Exhibit "A":

NOW THEREFORE, the parties hereto agree as follows:

1. CITY shall pay GRANTOR and the lienholder, if any, such sums of money and/or benefits as are set out below:

ITEM DESCRIPTION	AREA (Sq. Ft.)	GROSS VALUE (\$/Sq. Ft.)	VALUATION FACTOR	EASEMENT VALUE(\$)
Permanent Easement	9,032	\$3.32	25%	\$ 7,496.56
Temporary Easement	24,634	\$3.32	10%	\$ 8,178.49
Administrative Settlement				\$ 1,000.00
TOTAL EASEMENT CASH SETTLEMENT AMOUNT				\$16,675.05

2. GRANTOR shall, concurrently with the delivery of **\$16,675.05** payment from CITY, execute the easement document included herewith as Exhibit "A".
3. Project work within the Farmer's Union Ditch shall be done when no water is within the ditch; between approximately October 15, 2015 to March 15, 2016.
4. Temporary construction easement shall expire after completion of the project.
5. Excavated trench material may be temporarily spoiled within the existing ditch. Any disturbed area shall be restored to a preconstruction condition if the disturbance occurred as a result of the construction activities.
6. This Contract shall not be binding unless and until executed by the City Engineer and the Mayor and/or their authorized representatives. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration for the granting of said easement and shall relieve the CITY of all further claims or obligations on that account or on account of the location, grade, construction and maintenance of the proposed sanitary sewer line.
7. The parties whose names appear below as GRANTORS, covenant and warrant that they are the OWNERS of the property to which this document applies, are fully authorized to execute this document and forever bind themselves, their successors and assigns and the subject property to the terms set forth herein.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

BOISE CITY

GRANTORS

By _____
John Tensen, P.E., City Engineer

Brian Herm, Chairman, Farmer's Union Ditch Co., Inc.

By _____
David H. Bieter, Mayor

Date: _____

Date: _____

ATTEST:

Date: _____

City Clerk

GRANT OF EASEMENT

FOR VALUE RECEIVED, **Farmer's Union Ditch Company, Inc.**, GRANTOR(S) hereby grant(s), bargain(s), sell(s), convey(s), and transfer(s) unto CITY OF BOISE CITY, a municipal corporation, GRANTEE, its successors and assigns, a permanent easement and right-of-way for the purpose of locating, establishing, constructing, maintaining, repairing and operating underground sewer lines and mains together with the right to excavate and refill ditches and/or trenches for the location of said sewer lines or mains, the right to remove bushes, trees, undergrowth and other obstructions interfering with the location, construction and maintenance of said sewer lines and mains and the right of ingress and egress in, from, to and over said easement for the purpose of inspecting, maintaining and repairing such sewer mains and lines.

The perpetual easement and right-of-way hereby given, granted, conveyed and transferred for maintaining, repairing and operating underground sewer lines and mains is described in general language as follows:

See Attachment 1

GRANTOR(S) further give(s), grant(s) and convey(s) a temporary easement for the purposes of constructing and installing dewatering basins, stockpiling of materials, drying of excavated material, and other miscellaneous uses related to construction of said sewer mains and shown on the attached Exhibit 'B'.

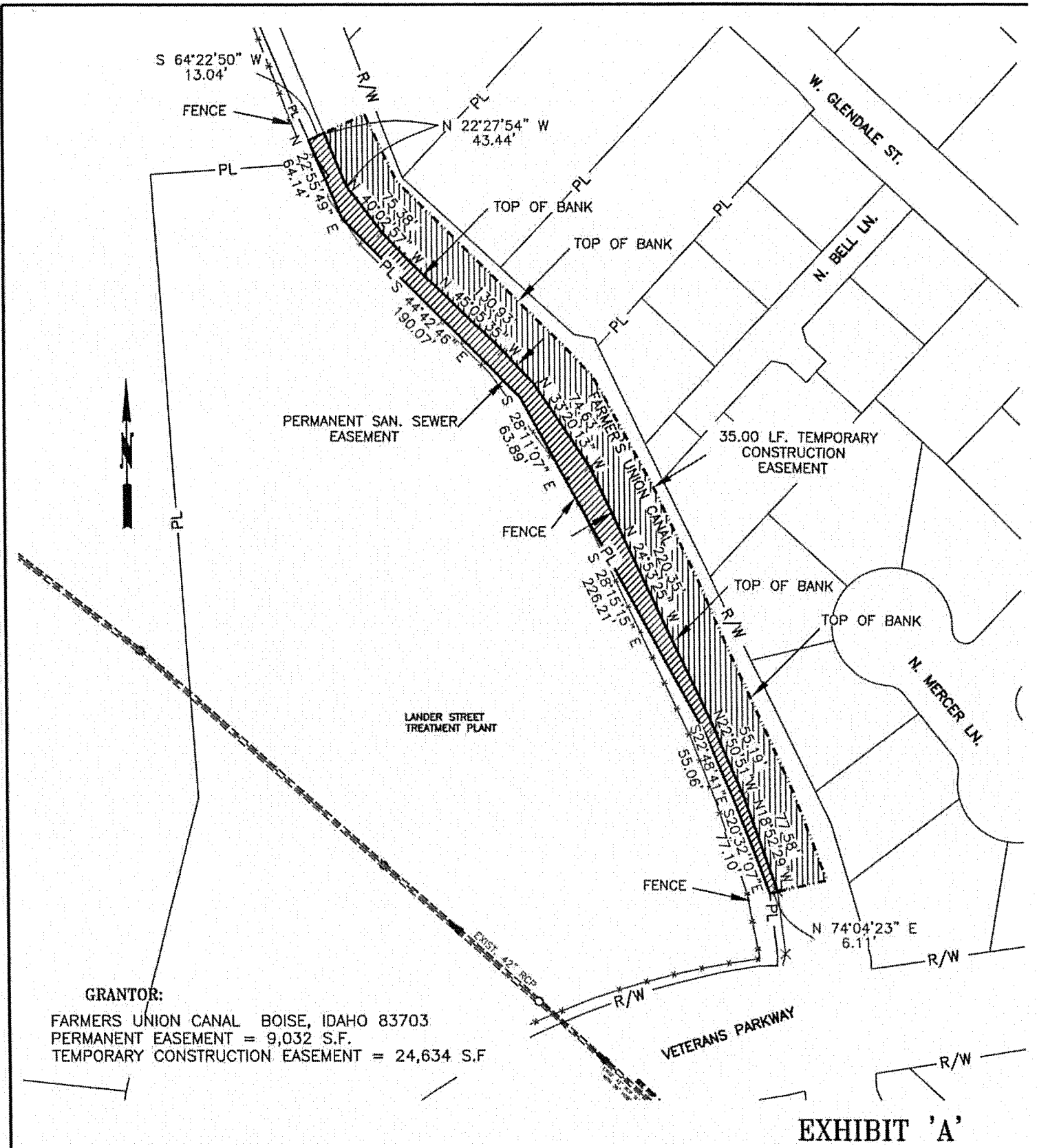
See Attachment 2

Temporary construction easement shall expire after completion of the project.

TO HAVE AND TO HOLD the said perpetual easement, rights, and rights-of-way to City of Boise City, its successors and assigns forever, except the GRANTOR(S) reserve(s) the right to occupy, use and cultivate the surface of said easement for all purposes not inconsistent with the rights herein granted. Further, the GRANTEE agrees and covenants with the GRANTOR(S) to restore the subsurface and surface of the easements and rights-of-way herein granted and conveyed, to a like condition existing prior to the grant of this easement and right-of-way and to indemnify and save and hold harmless GRANTOR(S) from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easements and rights-of-way.

The parties whose names appear below as GRANTORS, covenant and warrant that they are the OWNERS of the property to which this document applies, are fully authorized to execute this document and forever bind themselves, their successors and assigns and the subject property to the terms set forth herein.

IN WITNESS WHEREOF, the GRANTOR(S) has (have) caused this instrument to be subscribed this _____ day of _____, 20__.



BOISE CITY DEPARTMENT OF PUBLIC WORKS

DRAWN BY: SJD	DATE: JAN. 2015	PROJECT: FARMER'S UNION DITCH COMPANY, INC. PERMANENT SEWER EASEMENT	
CK'D BY: T.C.	SCALE: 1"=100'	BOISE CITY SEWER PROJECT NO. RSP 238	
APPROVED:		LEGAL: Part of Gov. lot 2 & Portion of Meanderer Rvr Chnl. Adj. S.E.1/4, Sec.32, T4N, R2E, B.M., ADA County, Idaho.	DWG No.: RW.32.4.2.916
_____ CITY ENGINEER	_____ DATE	SHEET 1 OF 1	

BASIS OF LAND VALUATION FOR FARMER'S UNION DITCH COMPANY, INC



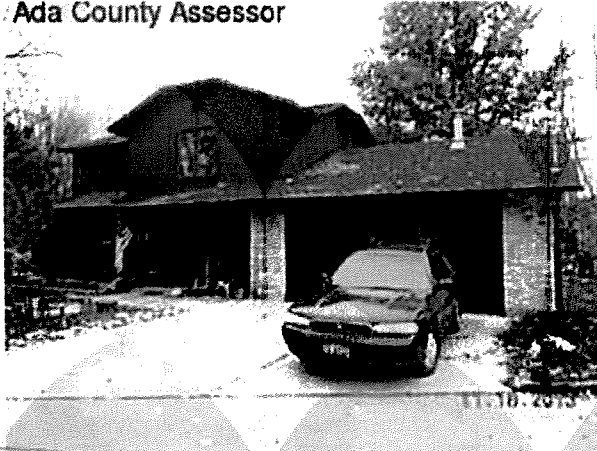
Ada County Assessor

Property Details for Parcel R9441000658 and Year 2014

[Back to Parcel Search](#)

Ada County Assessor

Parcel: R9441000658
 Year: 2014
 Primary Owner:
 HOYT MARK
 Zone Code: R-2
 Total Acres: 0.520
 Tax Code Area: 01-6
 Instrument Number:
 111058765
 Property Description:
 PAR #0658 OF BLK 12
 WILSON SUB
 #0657-B
 #8623230 31



Address: 891 N LANDER ST BOISE , ID 83703
 Subdivision: WILSON SUB
 Land Group Type: SUB
 Township/Range/Section: 4N2E32

Valuation Details

Role	SCC	Acres	Assessed Value	Valuation Method	Code Area
Property 200 RES LOT OR TRACT		0.52	\$75,200	MARKET	01-6
Property 410 RES IMPROVEMENT		0.0	\$116,200	COST	01-6

Valuation History

Year	Value
2014	\$191,400
2013	\$170,700
2012	\$165,400
2011	\$174,300
2010	\$218,400
2009	\$249,300
2008	\$259,100
2007	\$249,800
2006	\$225,200
2005	\$205,900
2004	\$199,900
2003	\$164,100
2002	\$164,100
2001	\$160,600
2000	\$150,600

\$75,200
22,651 SF = \$3.32/SF VALUATION

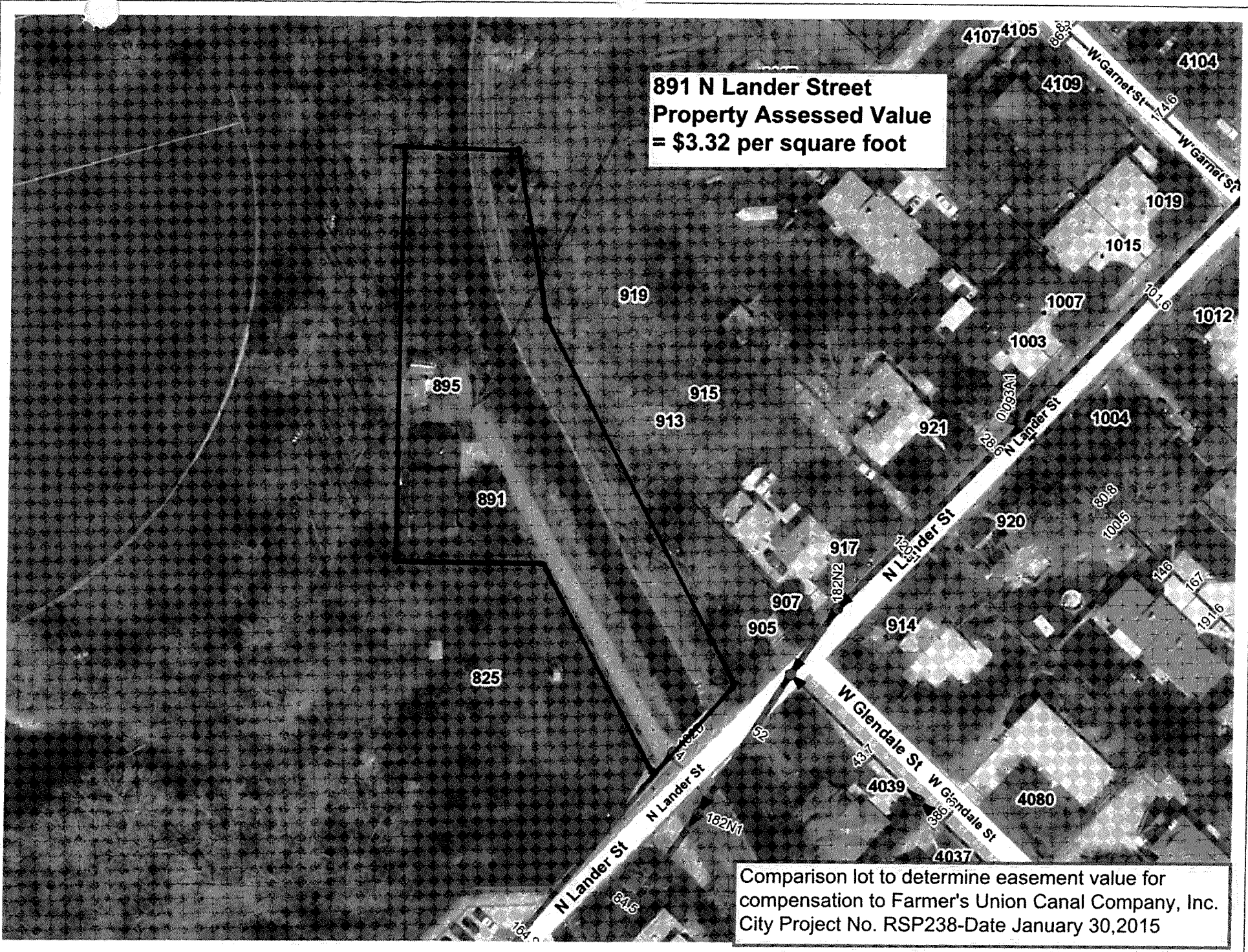
Tax Districts

Tax District	Levy	Description	Phone
1	0.003024432	ADA COUNTY	208-287-7000
3	0.000157028	EMERGENCY MEDICAL	208-287-2962
6	0.001083315	ADA COUNTY HIGHWAY DIST	208-387-6123
7	0.00523294	SCHOOL DISTRICT NO. 1	208-854-4029

RSP238

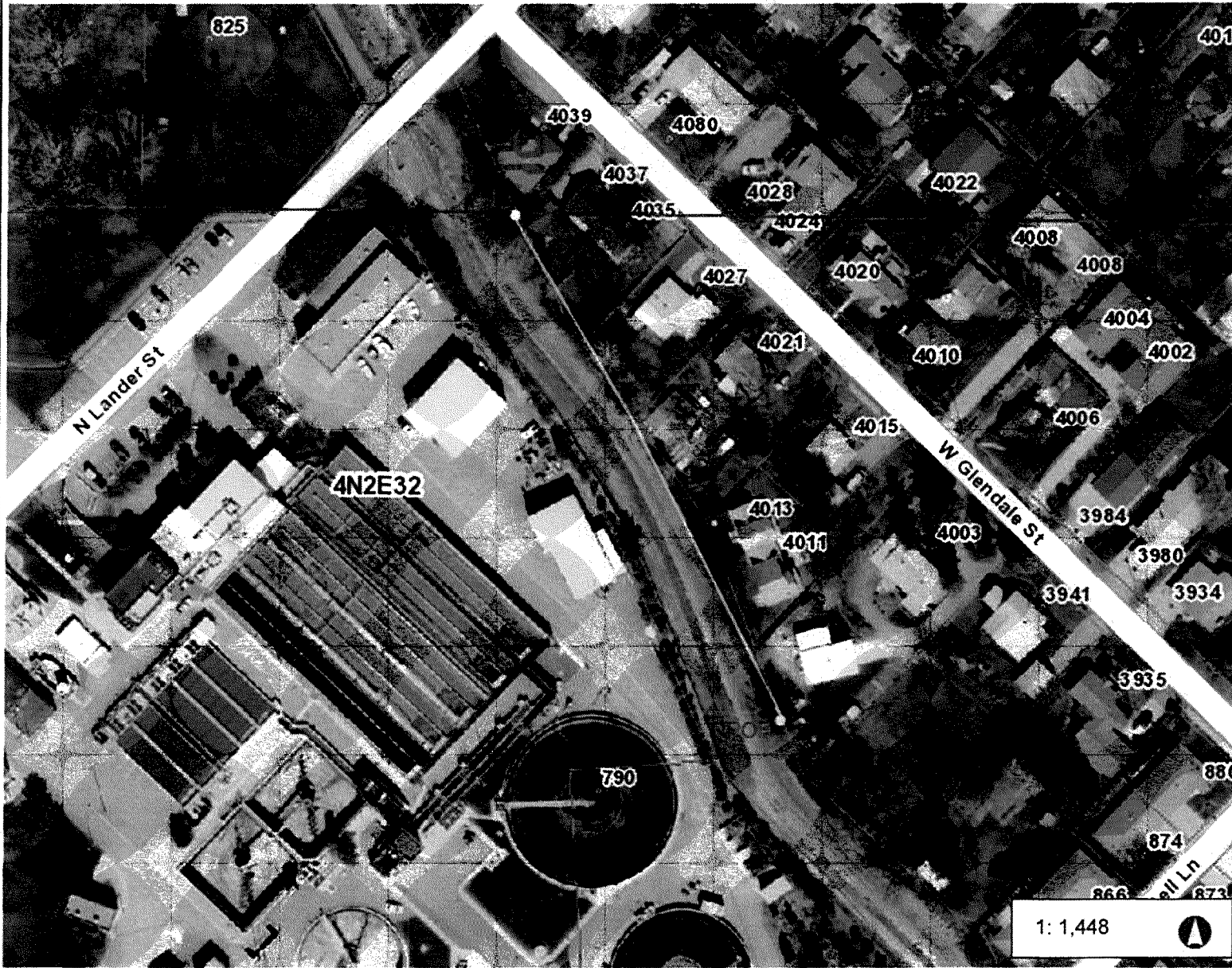
**891 N Lander Street
Property Assessed Value
= \$3.32 per square foot**

Comparison lot to determine easement value for compensation to Farmer's Union Canal Company, Inc. City Project No. RSP238-Date January 30, 2015





BoiseMaps



- Legend**
- Roads (1 - 2,000)
 - Interstate
 - Major Roads
 - Minor Roads
 - County Addresses
 - Addresses
 - Utility Address
 - Sections
 - Preliminary Lots
 - Condos
 - Parcels
 - Idaho Counties

Notes

0.0 0 0.02 0.0 Miles

NAD_1983_Transverse_Mercator
Date Generated: 2/6/2015 12:09:11 PM

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

This Indenture, Made this 13th day of January in the year of our Lord one thousand eight hundred and ninety nine

John V. Wilson and Amanda M. Wilson his wife

of Boise Ada, County of Idaho, State of Idaho

the part 1st of the first part, and THE FARMER'S UNION DITCH COMPANY LIMITED

of Star Ada, County of Idaho, State of Idaho

the part 2 of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of Two Hundred and Sixty-five DOLLARS, lawful money of the United States of America, to them in hand

paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, sell, convey, and confirm unto the said party of the second part, and to its successors and assigns forever, all that certain strip piece or parcel of land following described real estate, situated in Boise City land District, County, State of Idaho, to-wit: Particularly described as follows, to wit:

Beginning at a point 2355 feet west of the quarter Section corner common to sections 32 and 33 township Four north range Two east B.M. thence north 27 Degrees 30 minutes west 506 feet, thence north Ten degrees 15 minutes west 100 feet Thence north 6 degrees 15 minutes East 245 feet, North 5 degrees East 200 feet, thence North 7 degrees 8 minutes West 275.5 feet, thence North 331 feet to the County Road the tract or strip of land hereby conveyed is fifty feet wide on the on the west side of the line above described which line is the East boundary thereof.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and, all estate, right, title, and interest in and to the said property, possession claim and demand whatsoever as well in law as in equity, of the said part 1st of the first part, of or to the said premises and every part and parcel thereof with the appurtenances.

TO HAVE AND TO HOLD all and singular, the above mentioned and described, said premises together with the appurtenances, unto the said party of the second part, and to its heirs and assigns forever. And the said part of the first part, and heirs, the said premises in the quiet and peaceable possession of the said part of the second part, heirs and assigns, against the said part of the first part and heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

DEED RECORD,

1252
19 1133

This Indenture, Made this 13 day of January in the year of our Lord one thousand eight hundred and ninety nine, between

John E Yates and Georgia T. Yates his wife

of Boise Ada, County of _____, State of Idaho the parties of the first part, and

THE FARMER'S UNION DITCH COMPANY LIMITED, a corporation

of Star Ada, County of _____, State of Idaho the part of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Hundred and Fifty DOLLARS, lawful money of the United States of America, to them in hand

paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, sell, convey, and confirm

unto the said party of the second part, and to its heirs and assigns forever, all that certain strip piece or parcel of land in Boise City land district following described real estate, situated in lying and being County, State of Idaho, to-wit:

Commencing at a point on the north line of the south east quarter of Section Thirty-two Township Four north of range Two East which is 2355 feet west of the quarter corner on the East line of said section thence South 37 degrees 56 minutes East Two hundred feet; thence thence South twenty-four degrees four minutes East two hundred eighty feet to the real point of beginning, the tract hereby conveyed being a strip of land fifty feet wide on the westerly side of the line hereafter described, commencing at the real point of beginning above described thence South 44 degrees 08 minutes East two hundred and forty feet thence south 28 degrees 31 minutes East 60 feet thence South 26 degrees 03 minutes East 150 feet, Thence South 22 degrees 58 minutes East 140 feet; Thence South 20 degrees 40 minutes East 100 feet, Thence South 3 degrees 59 minutes East 115 feet Thence South 23 degrees 41 minutes East 296 feet to the West line

of the Soldiers Home tract second party shall not remove any earth or timber from the East bank of the ditch of second party through the above tract and shall provide and maintain a bridge and approach across the same for the use of the first parties. The above line is substantially the East line of the ditch used by second across the above described premises intended to be conveyed.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all estate, right, title, and interest in and to the said property,

as well in law as in equity, of the said parties of the first part; of in or to the said premises and every part and parcel thereof with the appurtenances

TO HAVE AND TO HOLD all and singular, the above-mentioned and described premises together with the appurtenances, unto the party of the second part, and to its heirs and assigns forever. And the said party of the first part, and heirs, the said premises

in the quiet and peaceable possession of the said party of the second part, heirs and assigns, against the said party of the first part and heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.