



CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 N. 11th Avenue #310 • Caldwell, Idaho • 83605 • Phone (208) 454-7458

DEVELOPMENT AGREEMENT BETWEEN CANYON COUNTY AND APPLICANT

Agreement number: 25-0846

THIS AGREEMENT, made and entered into this 11 day of MARCH, 2025, by and between Canyon County, Idaho, a political subdivision of the state of Idaho, hereinafter referred to as "COUNTY" and Greg S. Payne, hereinafter referred to as "Applicant."

RECITALS

WHEREAS, The Applicant has applied to the County for a conditional rezone from an "A" (Agricultural) Zone to "CR-C-1" (Conditional Rezone – Neighborhood Commercial) Zone, which is legally described in the attached EXHIBIT "A" and "CR-C-2" (Conditional Rezone – Service Commercial) Zone, which is legally described in the attached EXHIBIT "B", incorporated by reference herein (hereinafter referred to as "Subject Property"); and

WHEREAS, Parcel R34456, approximately 21.84 acres is owned by the Applicant; and

WHEREAS, on the 19 day of Feb, 2025, the Canyon County Board of Commissioners approved a conditional rezone with conditions of the Subject Property to a "CR-C-1" and "CR-C-2" Zone, which was done with Applicant's approval. The conditions of the approval for the conditional rezone are attached hereto as EXHIBIT "C"; and

WHEREAS, the parties desire to enter into an agreement to comply with Canyon County Code of Ordinances §07-06-07(2) & 07-06-07(7), Canyon County Zoning Ordinance, or as amended, and to ensure the Applicants will implement and be bound by the conditions of the rezone order issued by the Canyon County Board of Commissioners; and

NOW THEREFORE, the parties hereto do hereby agree to the following terms:

2025-008412

RECORDED

03/12/2025 03:14 PM



00856208202500084120110112

RICK HOGABOAM

CANYON COUNTY RECORDER

Pgs=11 MBROWN

NO FEE

AGR

CANYON COUNTY

Development Agreement # 25-0846 Payne – CR2022-0007

| Page 1

SECTION 1. AUTHORIZATION.

This Agreement is authorized and required by Idaho Code §67-6511A; Canyon County Code of Ordinances 07-06-07 (Conditional Rezoning).

SECTION 2. PROPERTY OWNER.

Applicants are the owner(s) of Subject Properties which is located in the unincorporated area of Canyon County, Idaho, more particularly described in EXHIBIT "A" & "B", attached hereto and incorporated herein, which real property is the subject matter of this Agreement. Applicants represent that they currently hold complete legal or equitable interest in the Subject Properties and that all persons holding legal or equitable interests in the Subject Properties or the operation of the business are to be bound by this Agreement.

SECTION 3. RECORDATION.

Pursuant to Idaho Code §67-6511A and Canyon County Code of Ordinances, this Agreement shall be recorded by the Clerk in the Canyon County Recorder's Office and will take effect upon the adoption, by the Board of County Commissioners, of the amendment to the zoning ordinance as set forth herein.

SECTION 4. TERM.

The parties agree that this Agreement shall run with the land and bind the Subject Property in perpetuity, and shall inure to the benefit of and be enforceable by the parties, and any of their respective legal representatives, heirs, successors, and assignees. Provided, however, this Agreement shall terminate if the Board of County Commissioners subsequently rezones the property to allow for a higher density use or if annexation of the Subject Property by a city occurs. In this event, however, the Agreement shall only terminate in regards to the portion of the Property that is actually rezoned or annexed, while the remainder of the Property shall remain subject to the Agreement.

If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then such provision shall continue until twenty-one (21) years after the death of the last survivor of the now living lawful descendants of George Herbert Walker Bush, former President of the United States, or for such shorter period as may be required to sustain the validity of such provision.

SECTION 5. MODIFICATION.

This Agreement may be modified only in writing signed by the parties, or their successors in interest, after complying with the notice and hearing procedures of Idaho Code §67-6509 and the requirements of Canyon County Code of Ordinances. The modification proposal must be in the form of a revised Development Agreement and must be accompanied by a statement demonstrating the necessity for the requested modification.

SECTION 6. APPLICATION OF OTHER LAWS TO THE SUBJECT PROPERTIES.

This Agreement shall not prevent the County in subsequent actions applicable to the Subject Properties from applying new rules, regulations, or policies that do not conflict with this Agreement.

SECTION 7. COMMITMENTS.

Applicants will fully and completely comply with the conditions of the approved conditional rezone of the Subject Properties from "A" (Agricultural) Zone to "CR-C-1" (Conditional Rezone – Neighborhood Commercial) Zone and "CR-C-2" (Conditional Rezone – Service Commercial) Zone, which conditions are attached hereto as EXHIBIT "C".

SECTION 8. USES, DENSITY, AND HEIGHT AND SIZE OF BUILDINGS

The density or intensity of use of the Subject Properties is specified in the commitments of Section 7 unless conditioned otherwise (see Exhibit "C"). The uses and maximum height and size of the buildings on the Subject Properties shall be those set pursuant to law, including those contained in the Canyon County Code of Ordinances, that are applicable to a "CR-C-1" (Conditional Rezone – Neighborhood Commercial) Zone and "CR-C-2" (Conditional Rezone – Service Commercial) zone and those provisions of law that are otherwise applicable to the Subject Property.

SECTION 9. LIABILITY AND INDEMNITY OF COUNTY.

A. COUNTY REVIEW.

Applicants acknowledge and agree that the County is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the County's review and approval of any plans or improvements, or the issuance of any approvals, permits, certificates or acceptances, relating to the use and development of the property described in EXHIBIT "A" & "B," and that the County's review and approval of any such plans and the improvements or the issuance of any such approvals, permits, certificates, or acceptances do not, and shall not, in any way, be deemed to insure or ensure Applicants or any of Applicants' heirs, successors, assigns, tenants, and licensees, against damage or injury of any kind and/or at any time.

B. COUNTY PROCEDURES.

Applicants acknowledge that notices, meetings, and hearings have been lawfully and properly given and held by the County with respect to Applicant's conditional rezone application in Development Services Department Case Number CR2022-0007 and any related or resulting development agreements, ordinances, rules and regulations, resolutions or orders of the Board of County Commissioners. Applicants agree not to challenge the lawfulness, procedures, proceedings, correctness, or validity of any of such notices, meetings, hearings, development agreements, ordinances, rules, regulations, resolutions, or orders.

C. INDEMNITY.

Applicants agree to, and do hereby, defend, hold harmless, and indemnify the County, the Board of County Commissioners, all County elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any such parties in connection with (i) the County's review and approval of any plans or improvements, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and/or development of the Subject Properties; (ii) any actions taken by the County pursuant to Subsection 9(B) of this Agreement; (iii) the development, construction, and maintenance of the property; and (iv) the performance by County of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

D. DEFENSE EXPENSES.

Applicants shall and do hereby agree, to pay, without protest, all expenses incurred by the County in defending itself with regard to any and all of the claims identified in Subsection 9 of this Agreement. These expenses shall include all out-of-pocket expenses, including, but not limited to, attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the County.

SECTION 10. PERIODIC REVIEW.

The County's Development Services Department will administer the Agreement after it becomes effective and will conduct a review of compliance with the terms of this Agreement on a periodic basis, including, but not limited to, each time a development of the Property is platted. Applicants shall have the duty to demonstrate Applicants' compliance with the terms of this Agreement during such review.

SECTION 11. REQUIRED PERFORMANCE.

Applicants shall timely carry out all steps required to be performed and maintain all commitments set forth in this Agreement and as set forth in County laws, ordinances, rules, and regulations as they pertain to the Subject Property including, but not limited to, those concerning the commencement of development, completion of development, preliminary platting and final platting.

SECTION 12. DEFAULT AND REMEDIES.

In the event of a default or breach of this Agreement or of any of its terms or conditions, the party alleging default shall give the breaching party not less than thirty (30) days, Notice of Default, in writing, unless an emergency exists threatening the health and safety of the public. If such an emergency exists, written notice shall be given in a reasonable time and manner in light of the circumstances of the breach. The time of the giving of the notice shall be measured from the date of the written Notice of Default. The Notice of Default shall specify the nature of the alleged default and, where appropriate, the manner and period of time during which said default may be satisfactorily cured. During any period of curing, the party charged shall not be considered in default for the purposes of termination or zoning reversion, or the institution of legal proceedings. If the default is cured, then no default shall exist and the charging party shall take no further action.

SECTION 13. ZONING REVERSION CONSENT.

The execution of this Agreement shall be deemed written consent by Applicants to change the zoning of the Subject Properties to its prior designation upon failure to comply with the terms and conditions imposed by the approved conditional rezone and this Agreement. No reversion shall take place until after a hearing on this matter pursuant to Idaho Code §67-6511A. Upon notice and hearing, as provided in this Agreement and Idaho Code §67-6509, if the properties described in attached EXHIBIT "A" & "B" are not used as approved, or if the approved use ends or is abandoned, the Board of County Commissioners may order that the property will revert to the zoning designation (and land uses allowed by that zoning designation) existing immediately prior to the rezone action, i.e., the Subject Properties conditionally rezoned from "A" (Agricultural) Zone designation to "CR-C-1" (Conditional Rezone – Neighborhood Commercial) Zone and "CR-C-2" (Conditional Rezone – Service Commercial) Zone designation shall revert to the "A" (Agricultural) Zone designation.

SECTION 14. COMPLIANCE WITH LAWS.

Applicants agree that they will comply with all federal, state, county, and local laws, rules, and regulations, which appertain to the Subject Property.

SECTION 15. RELATIONSHIP OF PARTIES.

It is understood that this Agreement between Applicants and the County is such that Applicants are an independent party and are not an agent of the County.

SECTION 16. CHANGES IN LAW.

Any reference to laws, ordinances, rules, regulations, or resolutions shall include such laws, ordinances, rules, regulations, or resolutions as they have been, or as they may hereafter be amended.

SECTION 17. NOTICES.

Except as otherwise provided in this Agreement and/or by law, all notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof, (1) when delivered in person on a business day at the address set forth below, or (2) in the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage paid, certified or registered mail, return receipt requested, at the addresses set forth below.

Notices and communications required to be given to the County shall be addressed to, and delivered at, the following address:

Director
Development Services Department
Canyon County Administration
111 North 11th Avenue, #140
Caldwell, Idaho 83605

Notices and communications required to be given to the Applicant shall be addressed to, and delivered at, the following addresses:

Name: Greg S. Payne
Street Address: 24295 Farmway Road
City, State, Zip: Caldwell, ID 83607

A party may change its address by giving notice, in writing, to the other party, in the manner provided for in this section. Thereafter, notices, demands, and other pertinent correspondence shall be addressed and transmitted to the new address.

SECTION 18. TERMINATION.

This Agreement may be terminated in accordance with the notice and hearing procedures of Idaho Code §67-6509, and the zoning designation upon which the use is based reversed, upon failure of Applicant(s), a subsequent owner, or other person acquiring an interest in the property described in

attached EXHIBIT "A" to comply with the terms of this Agreement. Applicants shall comply with all commitments in this Agreement prior to establishing the approved land use.

SECTION 19. EFFECTIVE DATE.

The commitments contained in this Agreement shall take effect in the manner described in this Agreement upon the County's adoption of the amendment to the zoning ordinance as set forth herein.

SECTION 20. TIME OF ESSENCE.

Time is of the essence in the performance of all terms and provisions of this Agreement.

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

**BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO**



Commissioner, Leslie Van Beek

Did not participate

Commissioner, Brad Holton



Commissioner, Zach Brooks

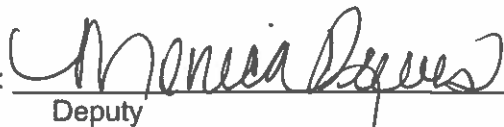
APPLICANT



Greg S. Payne, Property Owner



ATTEST: Rick Hogaboam, Clerk

BY: 

Deputy

DATE: 3-11-25

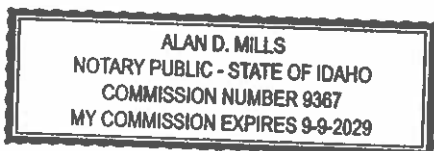
(All Applicants must sign and their signatures must be notarized)

STATE OF IDAHO)
) ss.
County of Canyon)

On this 26th day of February, 2025, before me, a notary public, personally appeared
GREG S. PAYNE, known to me to be the person whose name is subscribed to
the within and foregoing instrument and acknowledged to me that he/she executed the same on behalf of
the Applicant.

Alan D. Mills

Notary Public for Idaho



Residing at: MIDDLETON

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION – "C-1" Zone

Land Description for
Greg Payne
Job No. JA1225

C1 Parcel

This parcel is a portion of the SW ¼ SW ¼ of Section 2 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southwest corner of said SW ¼ SW ¼, (SW Section Corner, Section 2);

thence North 88°01'40" East along the South boundary of said SW ¼ SW ¼ a distance of 199.00 feet;

thence North 00°11'10" West parallel with the West boundary of the SW ¼ SW ¼ a distance of 627.65 feet to the **TRUE POINT OF BEGINNING**;

thence continuing North 00°11'10" West a distance of 165.07 feet to a point on the centerline of the Canyon Hill Ditch;

thence traversing said centerline as follows:

North 32°08'10" East a distance of 94.38 feet;

North 45°28'05" East a distance of 141.50 feet;

North 52°46'40" East a distance of 228.21 feet;

North 50°49'15" East a distance of 187.42 feet;

North 46°20'20" East a distance of 71.82 feet;

thence leaving said centerline bearing South 00°16'32" East a distance of 492.66 feet;

thence North 88°06'58" East a distance of 598.30 feet to a point on the East boundary of the SW ¼ SW ¼;

thence South 00°11'36" East along said East boundary a distance of 138.35 feet;

thence South 88°01'40" West parallel with the South boundary of the SW ¼ SW ¼ a distance of 1130.98 feet to the **TRUE POINT OF BEGINNING**, said parcel being 305,356 SqFt or 7.010 Acres more or less, and being subject to any and all easements and right of way of record or implied.

This Survey was prepared from record data found on Canyon County Instrument Number 2005063466.

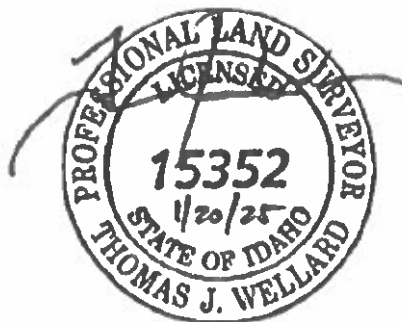


EXHIBIT "B"

LEGAL DESCRIPTION – "C-2" Zone

Land Description for
Greg Payne
Job No. JA1225

C2 Parcel

This parcel is a portion of the SW ¼ SW ¼ of Section 2 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southwest corner of said SW ¼ SW ¼, (SW Section Corner, Section 2);

thence North 88°01'40" East along the South boundary of said SW ¼ SW ¼ a distance of 199.00 feet;

thence North 00°11'10" West parallel with the West boundary of the SW ¼ SW ¼ a distance of 40.02 feet to the **TRUE POINT OF BEGINNING**;

thence continuing North 00°11'10" West a distance of 587.63 feet;

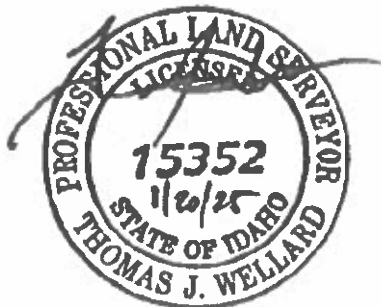
thence North 88°01'40" East parallel with the South boundary of the SW ¼ SW ¼ a distance of 1130.98 feet to a point on the East boundary of the SW ¼ SW ¼;

thence South 00°11'36" East along said East boundary a distance of 413.15 feet to a point that lies 13 rods(214.50 feet) north of the Southeast corner of the SW ¼ SW ¼;

thence South 88°01'40" West parallel with the South boundary of the SW ¼ SW ¼ a distance of 115.50 feet;

thence South 00°11'36" East parallel with the East boundary of the SW ¼ SW ¼ a distance of 174.48 feet to a point on the North right of way of Highway 44, said line being Forty-feet(40') North of and parallel with the South boundary of the SW ¼ SW ¼;

thence South 88°01'40" West along said right of way line a distance of 1015.55 feet to the **TRUE POINT OF BEGINNING**, said parcel being 644,158 SqFt or 14.788 Acres more or less, and being subject to any and all easements and right of way of record or implied. This Survey was prepared from record data found on Canyon County Instrument Number 2005063466.



Page 1 of 1

EXHIBIT "C"

CONDITIONS OF APPROVAL

1. Prior to the commencement of use, development shall comply with all applicable federal, state, and county laws, ordinances, rules, and regulations. Compliance with the following, but not limited to, affected agencies shall be met prior to the commencement of any uses:
 - a. Idaho Transportation Department (Exhibit II.A.4c of the staff report),
 - b. Highway District #4 (Exhibit II.A.4d & II.D.2 of the staff report),
 - c. Black Canyon Irrigation District/Middleton Mill Irrigation District (Exhibit II.A.4b of the staff report),
 - d. Canyon Water Company, (Exhibit III.A of the staff report).
2. The northmost portion of Parcel R34456, approximately 7 acres described in Exhibit "A", will be zoned "CR-C-1" (Conditional Rezone - Neighborhood Commercial) subject to the following conditions:
 - a. The "C-1" zone is limited to the following uses:
 - i. Ministorage/RV storage Facility (subject to a conditional use permit and CCCO Section 07-14-21); and
 - ii. Public and quasi-public uses (subject to Condition No. 3.b of the staff report).
3. The remaining portion of Parcel R34456, approximately 14 acres described in Exhibit "B", will be zoned "CR-C-2" (Conditional Rezone - Service Commercial) subject to the following conditions:
 - a. The "C-2" zone is limited to the following uses:
 - i. Animal Hospital;
 - ii. Caretaker Residence;
 - iii. Commercial and Off-Street Parking Facilities;
 - iv. Contractor Shop,
 - v. Equipment Rental;
 - vi. Farm Implement Sales or Service, Farm Supply Sales;
 - vii. Firewood Sales;
 - viii. Firework Sales;
 - ix. Landscaping Business;
 - x. Lumberyard;
 - xi. Mini-storage/RV Storage Facility, subject to CCCO §07-14-21 and the following conditions:
 - (1) If the facility is proposed with or will connect with the facility located in the "C-1" zone, a conditional use permit is required;
 - xii. Nursery;
 - xiii. Wholesale Nursery;
 - xiv. Outdoor Sales and Displays;
 - xv. Sale of Hay Grain, Seed, and related products;
 - xvi. Sale of Heavy Building Materials and Machinery
 - xvii. Season Activities;
 - xviii. Staging Areas, subject to CCCO §07-14-29;
 - xix. Utility Facility Systems;
 - xx. Utility Distribution Systems;
 - xxi. Assisted Care Facility;
 - xxii. Retail Stores/Business Office Space;
 - xxiii. Public and Quasi Public Uses; and
 - xxiv. Vehicle Service Facility
 - b. Prior to the commencement of use or building permit issuance, whichever comes first, an operations plan shall be submitted to Canyon County DSD which includes the following information:

- i. A landscaping, parking, and fencing plan demonstrating the materials to be used, locations, and the long-term maintenance to ensure all remain in good repair and do not become a public nuisance.
 - (1) Landscaping shall be located along the property boundaries that abut (1) residential uses/subdivisions, and (2) abut SH-44 and Canyon Lane. The landscaping buffer width shall be 25'.
 - a. Exception: Landscaping is not required along the property boundary abutting Hill Canal.
 - (2) Sight-obscuring fencing is required around the perimeter of any outdoor storage of vehicles and/or equipment unless stored in a building.
 - (3) Parking shall comply with off-street parking and loading requirements, Chapter 7, Article 13 of the Canyon County Code of Ordinance (CCCO).
 - ii. A site plan showing all uses will maintain a 50' buffer from all residential uses and subdivisions.
 - iii. A noise management plan demonstrating noise reduction through hours of operation and restricting noise-generating equipment within an enclosed structure/building.
 - iv. An exterior lighting plan demonstrating lighting will be LED, shielded, downlit, and will not impact other properties and public roads.
 - v. A disclosure regarding the irrigation and drainage facilities on the subject parcel and the owner's responsibility and liabilities.
4. The developer shall comply with CCCO §07-06-07 (4): Time Requirements: "All conditional rezone for a land use shall commence within two (2) years of the approval of the board."