



BOARD OF COUNTY COMMISSIONERS
FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

In the matter of the application of:

BCI Real Estate– Case #CR2023-0003

The Canyon County Board of County Commissioners considers the following:

The applicants request an amendment to the official zoning map in order to conditionally rezone the property from Agricultural “A” to Residential Rural “R-R” to create two parcels, each with a residential building permit available. The request will also include a Development Agreement to limit the number of parcels, one (1) parcel with 6.269 acres and one (1) parcel with 10.221 acres.

The subject property is located west and south of 27262 Ustick Rd, Wilder, ID 83676, and also referenced as Parcel Number: R37229010A (approximately 16.49 acres), a portion of the Southwest quarter of the Southeast quarter in Section 33, T4N, R5W, BM, Canyon County, Idaho.

Summary of the Record

1. The record is comprised of the following:

A. The record includes all testimony, the staff report, exhibits, and documents in Case File CR2023-0003

1. All exhibits can be found in the staff report for Case CR2023-0003 dated July 15, 2025

Applicable Law

1. The following laws and ordinances apply to this decision: Canyon County Code of Ordinances (CCCO) §01-17 (Land Use/Land Division Hearing Procedures), CCCO §07-05 (Notice, Hearing and Appeal Procedures), CCCO §07-06-01 (Initiation of Proceedings), CCCO §07-06-07 (Conditional Rezones), CCCO §07-10-27 (Land Use Regulations (Matrix)), Idaho Code §67-6511 (Zoning Map Amendments and Procedures), and CCCO §09-05-21 (Area of City Impact Agreement).
 - a. Notice of the public hearing was provided per CCCO §07-05-01 and Idaho Code §67-6509.
 - b. The presiding party may establish conditions, stipulations, restrictions, or limitations which restrict and limit the use of the rezoned property to less than the full use allowed under the requested zone and which impose specific property improvement and maintenance requirements upon the requested land use. Such conditions, stipulations, restrictions, or limitations may be imposed to promote the public health, safety, and welfare, or to reduce any potential damage, hazard, nuisance, or other detriment to persons or property in the vicinity, to make the land use more compatible with neighboring land uses. *See CCCO §07-06-07(1).*
 - c. All conditional rezones for land use shall commence within two (2) years of the approval of the board. If the conditional rezone has not commenced within the stated time requirement, the application for a conditional rezone shall lapse and become void. *See CCCO §07-05-01*
2. The Board has the authority to exercise powers granted to it by the Idaho Local Land Use and Planning Act (“LLUPA”) and can establish its own ordinances regarding land use. *See I.C. §67-6504, §67-6511.*
3. The Board has the authority to hear this case and make its own independent determination. *See I.C. §67-6519, §67-6504, 67-6509 & 67-6511.*

4. The Board can sustain, modify or reject the Commission's recommendations. See CCCO §07-05-03.
5. The burden of persuasion is upon the applicant to prove that all criteria are satisfied. CCCO §07-05-03.
6. Idaho Code §67-6535(2) requires the following: The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a reasoned statement that explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record. The County's hearing procedures adopted per Idaho Code §67-6534, require that final decisions be in the form of written findings, conclusions, and orders. CCCO 07-05-03(1)(I).

The application with Case Number CR2023-0003 was presented at a public hearing before the Canyon County Board of County Commissioners on July 15, 2025. Having considered all the written and documentary evidence, the record, the staff report, oral testimony, and other evidence provided, including the conditions of approval and project plans, the Board of County Commissioners decides as follows:

CONDITIONAL REZONE CRITERIA – CCCO §07-06-07(6)

(1) Is the proposed conditional rezone generally consistent with the comprehensive plan?

Conclusion: The proposed conditional rezone change is generally consistent with the Canyon County Comprehensive Plan for 2030.

Findings: (1) This parcel is within the City of Homedale's Impact Area, but the City does not currently have plans for this area per their City Clerk (**Staff Report Exhibit 3.D7**).

(2) The Future Land Use Map from the 2030 Comprehensive Plan designates this parcel as Rural Residential (**Staff Report Exhibits 3.B1 and 3.B2.4**)

(3) The request aligns with the following goals and policies of the 2030 Comprehensive Plan:

- Property Rights:
 - G1.01.00: "Protect the integrity of individual property rights while safeguarding public health, safety, and welfare."
 - P1.01.01: "No person shall be deprived of private property without due process of law."
- Population Component:
 - P2.01.01: "Plan for anticipated population and households that the community can support with adequate services and amenities."
 - G2.02.00: "Promote housing, business, and service types needed to meet the demand of the future and existing population."
- Economic Development:
 - G3.05.00: "Support a diverse economy in Canyon County and recognize that residential, commercial, and industrial uses are necessary components of overall economic stability."
- Land Use and Community Design:
 - P4.01.01: "Maintain a balance between residential growth and agriculture that protects the rural character."
 - P4.01.02: "Planning, zoning, and land-use decisions should balance the community's interests and protect private property rights. "
 - G4.02.00: "Ensure that growth maintains and enhances the unique character throughout the County."

- G4.03.00: “Develop land in a well-organized and orderly manner while mitigating or avoiding incompatible uses, protecting public health and safety, and creating a vibrant economy through sustainable land use planning. “
- G4.07.00: “Protect rural qualities that make the County distinct and conserve and enhance the elements contributing to the good quality of life. “
- P4.07.01: “Plan land uses that are compatible with the surrounding community.”
- Housing:
 - G11.01.00: “Encourage opportunities for a diversity of housing choices in the County.”
 - G11.02.00: “Maintain the rural character of Canyon County while providing sufficient housing without fragmenting agricultural and natural resources.”

(2) When considering the surrounding land uses, is the proposed conditional rezone more appropriate than the current zoning designation?

Conclusion: In consideration of the surrounding land uses, the proposed conditional rezone to “R-R” Rural Residential is more appropriate than the current zoning designation of “A” (Agricultural).

- Findings:** (1) The surrounding area primarily contains agricultural zoning and uses, but the land directly to the south and southeast predominantly contains residential zoning (R-R, CR-R-R, R-1) and agricultural uses (**Staff Report Exhibits 3.B2.1 and 3.B2.3**). The residential zoning to the south and southeast appears to have been in place since 1980, per Canyon County’s Zoning Map from this time frame (**Staff Report Exhibit 3.B3**). To the north and east, there is productive agriculture and some sporadic residential zoning (R-1 and CR-RR). To the west, there is agricultural uses and some agricultural residential parcels (parcels are zoned agricultural but have residential uses) (**Staff Report Exhibits 3.B2.1 and 3.B2.3**).
- (2) The Rural Residential (RR) zone would be more appropriate than the Agricultural zone due to the fact that this area appears to be a transition area between low-density residential and productive agriculture (**Staff Report Exhibits 3.B2.1, 3.B2.2, B2.3, and B2.8**). Additionally, the proposed parcels (6.269-acre parcel and 10.221-acre parcel) exceed the median acreage of 4.96 acres and are within 1.0 acre of the average size (11.12 acres) of the parcels within the surrounding area (**Staff Report Exhibit 3.B2.2**).
- (3) The surrounding land use cases demonstrate the area is trending towards residential (**Staff Report Exhibit 3.B2.7**).
- (4) Parcel R37229010A is within the City of Homedale’s Impact Area, and the city is located approximately 2700 feet to the southwest. Homedale’s City Clerk states that at this time, the City does not have plans for this area (**Staff Report Exhibit 3.D7**).

(3) Is the proposed conditional rezone compatible with surrounding land uses?

Conclusion: The proposed conditional rezone to Rural Residential (R-R) is compatible with surrounding land uses.

- Findings:** (1) The proposed rezone is intended to facilitate the development of two (2) residential parcels on a large acreage (the proposed parcel sizes are 6.269 acres and 10.221 acres), which is consistent with the development pattern of land uses in the surrounding area. The acreage is generally consistent with other parcels in the area, and the intent is to still have agricultural uses take place on the two (2) proposed parcels (such as pasture and hay ground). As conditioned, the proposed development is not anticipated to interfere with adjacent agricultural production, nor detract from established residential uses (**Staff Report Exhibits 3.A2, 3.A6, 3.B2.1, 3.B2.2, 3.B2.3, and 3.B2.8**).
- (2) Pursuant to Canyon County Ordinance 07-02-03, land uses are compatible if: a) they do not directly or indirectly interfere or conflict with or negatively impact one another, and b) they do not exclude or diminish one another's use of public and private services. A compatibility

determination requires a site-specific analysis of potential interactions between uses and potential impacts of existing and proposed uses on one another. Ensuring compatibility may require mitigation from or conditions upon a proposed use to minimize interference and conflicts with existing uses.

(4) Will the proposed conditional rezone negatively affect the character of the area? What measures will be implemented to mitigate impacts?

Conclusion: The proposed conditional rezone will not negatively affect the character of the area. Any necessary measures to mitigate impacts are detailed below.

- Findings:**
- (1) The character of the area is mainly agricultural, wherein people live and have agricultural uses such as growing crops (on a large-scale and smaller scale), keeping pastures, and raising animals. There is some residential zoning to the south, wherein agricultural uses occur with even smaller lot sizes. (**Staff Report Exhibits 3.B2.1, 3.B2.2, 3.B2.3, B2.8, and 3.C**).
 - (2) The parcel is in the Homedale City Impact Area, but the city does not have plans for the area (**Staff Report Exhibit 3.D7**).
 - (3) To mitigate potential impacts to the surrounding area, conditions of approval have been added that will limit development to two (2) parcels with a residential building available to each, and no further divisions shall occur as proposed in **Staff Report Exhibits 3.A2 and 3.A6**. A condition has also been added to prohibit secondary residences on each proposed parcel to limit the effects on the character of the area. If the property owner in the future desires to develop further, they will have to amend their Development Agreement or reapply for a rezone and subdivision plat to create more parcels with a residential building permit.

(5) Will adequate facilities and services including sewer, water, drainage, irrigation, and utilities be provided to accommodate proposed conditional rezone?

Conclusion: The project will have adequate sewer, water, drainage, irrigation, and utilities to accommodate the proposed conditional rezone based on the analysis and conditions of approval contained herein.

- Findings:**
- (1) An individual septic system exists for the barn on site which would be present on the proposed 6.269-acre parcel. An individual septic system is requested for the proposed 10.221-acre parcel (**Staff Report Exhibits 3.A2 and 3.D4.1**). Per Southwest District Health, the subject property is not located within a nitrate priority area, an on-site evaluation will need to be applied for when ready to install a new septic system on the proposed 10.221-acre parcel and proposed future septic systems must maintain minimum setback requirements from any features of concerns (i.e. property lines, canals/ditches, streams, pressurized water lines, neighboring wells, and septic systems, etc.) (**Staff Report Exhibits 3.D4 and 3.D4.1**).
 - (2) Individual wells are requested for each lot (**Staff Report Exhibit 3.A2**). Notice was given to the Idaho Department of Water Resources, but no comments were received. Individual wells are anticipated to adequately provide services to the potential two residential dwellings. Future development shall comply with IDWR standards at the time of subdivision/building permit, etc.
 - (3) Drainage appears not to be affected by this application, as stormwater drainage is currently retained by burrow ditches (**Staff Report Exhibit 3.A3**). Boise Project Board of Control states that storm drainage and/or street runoff must be retained on site, and no discharge into any live irrigation system is permitted (**Staff Report Exhibit 3.D3**).
 - (4) The parcel is served by the Boise Project Board of Control/Wilder Irrigation. The Boise Project Board of Control submitted a letter stating that the United States' Hammond Lateral lies within the boundary of the above-mentioned location and an easement for this canal is held in the name of the United States through the Bureau of Reclamation under the authority of the Act of

August 30, 1890. The location of the lateral can be found in **Staff Report Exhibit 3.D3.1**. Boise Project Board of Control also reminds the applicant of the irrigation district's easement and drainage requirements and that per Idaho Statutes, Title 42, local irrigation/drainage ditches that cross this property to serve neighboring properties must remain unobstructed and protected by an appropriate easement by the landowner, developer, and contractors. Please see **Staff Report Exhibit 3.D3** to review their full comment letter. To address irrigation concerns brought up at the public hearing from adjacent property owners, conditions 3 and 4 have been added to this decision.

- (5) Utility poles exist along the frontage of the parcel (**Staff Report Exhibit 3.C**). There are also residences in the general vicinity that are indicative of utility services being available.
- (6) Notice of the public hearing was provided per CCCO §07-05-01. Affected agencies were notified on March 7, 2023, and November 7, 2024. A newspaper notice was published on June 13, 2025. Property owners within 600' were notified by mail on June 10, 2025. Full political notice was provided on June 10, 2025. The property was posted on June 10, 2025.

(6) Does the proposed conditional rezone require public street improvements in order to provide adequate access to and from the subject property to minimize undue interference with existing or future traffic patterns? What measures have been taken to mitigate traffic impacts?

Conclusion: No public street improvements are required to provide adequate access to and from the subject property and minimize traffic impacts (**Staff Report Exhibit 3.D1**).

Findings: (1) Per Golden Gate Highway District No. 3, the proposed conditional rezone will not require public street improvements in order to provide adequate access to and from the subject property in order to minimize undue interference with existing and/or future traffic patterns created by the proposed development (**Staff Report Exhibit 3.D1**).

- (2) Due to only two (2) parcels being created with a residential building permit, there does not appear to be a need to implement mitigation of traffic impacts.
- (3) Notice of the public hearing was provided per CCCO §07-05-01. Affected agencies were notified on March 7, 2023, and November 7, 2024. A newspaper notice was published on June 13, 2025. Property owners within 600' were notified by mail on June 10, 2025. Full political notice was provided on June 10, 2025. The property was posted on June 10, 2025.

(7) Does legal access to the subject property for the conditional rezone exist or will it exist at the time of development?

Conclusion: The subject property does have legal access for the conditional rezone and will exist at the time of the development.

Findings: (1) Per Golden Gate Highway District No. 3, the proposed access for Parcel "A" would be from Ustick Road, and Parcel "C" would be from an easement through Parcel "A" to Ustick Road. Ustick Road is a Major Collector according to GGHD's 2019 Functional Classification Map. Additionally, Golden Gate Highway District No. 3 states the following findings and conditions of approval apply:

- Proposed access on Ustick Rd is to meet the rural roadway driveway spacing requirements of Section 3061.020 and applicable standard drawings of the ACCHD Standards.
- Provide a recorded easement prepared by an Idaho registered licensed land surveyor in accordance with ACCHD Standards for access to Parcel "C."
- A site visit by GGHD and/or ITD representatives is required to address possible site distance issues, if any (**Staff Report Exhibit 3.D1**).

(2) Per CCCO §07-10-03, the north-to-south driveway located on the subject property would need to become a private road prior to obtaining a certificate of occupancy for the third (3rd) single-family residence taking access on the driveway. A condition of approval has also been added that restricts the property owners to only use their legal access off of Ustick Road to access their property unless legal access is obtained through a different access point in the future to address the public comment received on this topic (**Staff Report Exhibit B.E3**).

(3) Notice of the public hearing was provided per CCCO §07-05-01. Affected agencies were notified on March 7, 2023, and November 7, 2024. A newspaper notice was published on June 13, 2025. Property owners within 600' were notified by mail on June 10, 2025. Full political notice was provided on June 10, 2025. The property was posted on June 10, 2025.

(8) Will the proposed conditional rezone amendment impact essential public services and facilities, such as schools, police, fire, and emergency medical services? What measures will be implemented to mitigate impacts?

Conclusion: The proposed use is not anticipated to impact essential public services and facilities, including, but not limited to schools, police, fire, and emergency medical services. Any necessary measures to mitigate impacts are detailed below

- Findings:**
- (1) Homedale School District No. 370 was noticed, but no comments were received.
 - (2) Canyon County Sheriff's Office was noticed, and no comments were received.
 - (3) Wilder Rural Fire Protection District, Canyon County's Paramedics and EMT, Canyon County's Emergency Management Coordinator, and Homedale City Ambulance were noticed, but no comments were received.
 - (4) Per Canyon County's Driveway and Private Road requirements (CCCO §07-10-03(2)), the construction of driveways and private roads longer than one hundred fifty feet (150') from a public street right of way to the most distant portion of an inhabited building must be approved in writing from the applicable fire district. Additionally, fire district review and approval are required during the building permit process for single-family residences.
 - (5) Notice of the public hearing was provided per CCCO §07-05-01. Affected agencies were notified on March 7, 2023, and November 7, 2024. A newspaper notice was published on June 13, 2025. Property owners within 600' were notified by mail on June 10, 2025. Full political notice was provided on June 10, 2025. The property was posted on June 10, 2025.

**Canyon County Code §09-05-21 (Area of City Impact Agreement) –
AREA OF CITY IMPACT AGREEMENT ORDINANCE**

Conclusion: The property is located within the Homedale Area of City Impact. A notice was sent to the City of Homedale per Canyon County Code Section §09-05-21.

- Findings:**
- (1) Per the City of Homedale's Clerk, the city has no plans for this area and the only concern was dividing the parcel with such a small entry way into a larger area (**Staff Report Exhibit 3.D7**). Per the applicant's proposed survey, the entry way is 60' and the proposed ingress/egress easement is 35', which meets Canyon County Driveway and Private Road Requirements (CCCO §07-10-03(2)) if an easement reduction is approved at the time during the administrative land division process
 - (2) Evidence includes the application, supporting materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. **CR2023-0003**.




Order

Based upon the Findings of Fact, Conclusions of Law, and Order contained herein, the Board of County Commissioners **approves** Case No. CR2023-0003, a conditional rezone of Parcel R37229010A from "A" to "CR-R-R" subject to conditions of the development agreement (**Attachment A**).

DATED this 5th day of August, 2025.

CANYON COUNTY BOARD OF COMMISSIONERS

☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Commissioner Brad Holton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Commissioner Zach Brooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attest: Rick Hogaboam, Clerk

By: JR088
Deputy

Date: 08.05.25

ATTACHMENT A
CONDITIONS OF APPROVAL

1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules, and regulations that pertain to the property.
2. The subject parcel, approximately 16.49 acres, shall be divided in compliance with Chapter 7, Article 18 (Administrative Land Divisions) of the Canyon County Code of Ordinance (CCCO) in substantial compliance with the conceptual site plan (**Staff Report Exhibit 3.A6, also attached hereto as Attachment B**).
 - a. No further divisions shall occur.
 - b. Secondary residences are prohibited.
3. Historic irrigation lateral, drain, and ditch flow patterns shall be maintained and protected. Modification or improvements shall be approved in writing from the local Irrigation District.
4. At the time of application for an administrative land division, an irrigation plan must be submitted to Canyon County Development Services. The irrigation plan shall be reviewed and approved by the local irrigation district per Idaho Code §67-6537(1). If the irrigation plan includes systems used by other property owners, a draft Water User's Maintenance Agreement shall be submitted for review to Canyon County Development Services. The agreement must be recorded prior to building permit issuance.
5. Within 30-days of Canyon County's Board of Commissioners signature on the Findings of Fact, Conclusions of Law, and Order and prior to any new building permit being applied for on the proposed parcels, the property owner shall apply for the appropriate building department application as determined by Canyon County's Building Official to bring the agricultural-exempt building into compliance onsite. Once the appropriate permit is submitted, expiration or violation of said permit will also be considered a violation of this condition.
6. The developer shall comply with CCCO §07-06-07 (4): Time Requirements: "All conditional rezones for a land use shall commence within two (2) years of the approval of the board."
 - a. Per CCCO §07-02-03: Definitions Enumerated, commencement is "the acceptance by DSD of a complete application, together with the application fee, for a preliminary plat or a short plat."
7. At the time of application for administrative land division, the following Golden Gate Highway District No. 3 conditions of approval apply (**Staff Report Exhibit 3.D1**):
 - a. Proposed access on Ustick Rd is to meet the rural roadway driveway spacing requirements of Section 3061.020 and applicable standard drawings of the ACCHD Standards
 - b. Provide a recorded easement prepared by an Idaho registered licensed land surveyor in accordance with ACCHD Standards for access to Parcel "C" as referenced in **Staff Report Exhibit 3.A6**.
 - c. A site visit by GGHD and/or ITD representatives is required to address possible site distance issues, if any.
8. The property owners shall only use their legal access off of Ustick Road to access their property unless legal access is obtained through a different access point in the future.

[illegible]

ORDINANCE NO. 25.011

ORDINANCE DIRECTING AMENDMENTS TO THE
CANYON COUNTY ZONING MAP
(BCI Real Estate LLC. – Conditional Rezone – CR2023-0003)

An ordinance of Canyon County, Idaho directing amendments to the Canyon County Zoning Map (Ordinance No. 25.011); providing for title, structure, purpose, and authority clauses; rezone; severability; and an effective date.

Be It Ordained by the Board of County Commissioners of Canyon County, Idaho:

SECTION 1. TITLE.

This Ordinance shall be known as the “Ordinance Directing Amendments to Canyon County Zoning Map” (for approximately 16.49 acres; Parcel R37229010A).

SECTION 2. STRUCTURE.

Titles and subtitles of this Ordinance are only used for organization and structure and the language in each paragraph of this Ordinance should control with regard to determining the legislative intent and meaning of the Board of County Commissioners.

SECTION 3. PURPOSE.

The purpose of this Ordinance is to authorize the rezone of the property described in Section 5 of this Ordinance from “A” (Agricultural) to “CR-R-R” (Conditional Rezone –Rural Residential). The purpose of this Ordinance also authorizes amendments to the Official Maps of Canyon County to reflect the rezone authorized by this Ordinance.

SECTION 4. AUTHORITY.

This Ordinance amending the Official Zoning Maps of Canyon County (is enacted pursuant to the authority conferred by Canyon County Zoning Ordinance 7, Chapter 7, Article 6; and Idaho Code § 67-6511, 67-6511A, 31-714, 31-801, and 31-828).

SECTION 5. REZONE.

The subject property shall be and is rezoned from “A” (Agricultural) to “CR-RR” (Conditional Rezone – Rural Residential), as specifically identified and described on the attached Exhibit “A”, pursuant to the Findings of Fact, Conclusions of Law and Order issued on August 5, 2025 the Board of Canyon County Commissioners as authorized by Canyon County Zoning Ordinance, Chapter 7, Article 6; the Idaho Constitution; and Idaho Code § 67-6511, 67-6511A.

SECTION 6. SEVERABILITY CLAUSE.




Should any provision of this Ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this Ordinance in whole or in part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall be in full force and effect on August 7, 2025.

ADOPTED AND APPROVED this 5th day of August, 2025.

BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	_____	_____
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	_____	_____
 _____ Commissioner Zach Brooks	<input checked="" type="checkbox"/>	_____	_____

Attest: Rick Hogaboam, Clerk

By: J Ross

Deputy

Date: 08.05.25



Publication Date: August 7, 2025, Idaho Press-Tribune

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land situate in the Southwest Quarter of the Southeast Quarter of Section 33, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows.

BEGINNING at the Southeast Corner of the Southwest Quarter of the Southeast Quarter (East 1/16th) of Section 33, monumented as described in Corner Record Instrument #2024-007766 from which the South Quarter Corner of Section 33 monumented as described in Corner Record Instrument #2019-008454 bears, North 89°44'28" West, 1,319.91 feet; thence along the southerly boundary of the Southwest Quarter of the Southeast Quarter, North 89°44'28" West, 60.00 feet to a 1/2-inch bar with cap PLS3627;

Thence North 00°23'26" East, 340.46 feet to a 1/2-inch bar with cap PLS3627;

Thence parallel with the southerly boundary of the Southwest Quarter of the Southeast Quarter, North 89°44'28" West, 917.12 feet to a 5/8-inch bar with cap PLS7612;

Thence North 00°54'29" East, 477.09 feet to a 5/8-inch bar with set cap PLS8975;

Thence North 89°25'29" West, 347.17 feet to the westerly boundary of the Southwest Quarter of the Southeast Quarter monumented by a 5/8-inch bar with cap PLS15352;

Thence along said westerly boundary, North 00°23'09" East, 506.01 feet to the Northwest Corner of the Southwest Quarter of the Southeast Quarter monumented as described in Corner Record Instrument #2024-007767;

Thence along the northerly boundary of the Southwest Quarter of the Southeast Quarter, South 89°38'28" East, 426.99 feet to a 5/8-inch bar with cap PLS7612;

Thence South 00°23'49" West, 486.41 feet to a 5/8-inch bar with cap PLS7612;

Thence South 89°25'37" East, 893.09 feet to the easterly boundary of the Southwest Quarter of the Southeast Quarter monumented by a 5/8-inch bar with cap PLS7612;

Thence along, South 00°23'26" West, 833.39 feet to a to the POINT OF BEGINNING.



CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue #310 • Caldwell, Idaho • 83605 • Phone (208) 454-7458
www.canyoncounty.id.gov

DEVELOPMENT AGREEMENT BETWEEN CANYON COUNTY AND APPLICANT

Agreement number: 25-087

THIS AGREEMENT, made and entered into this 5th day of August, 2025, by and between Canyon County, Idaho, a political subdivision of the state of Idaho, hereinafter referred to as "COUNTY" and BCI Real Estate LLC, 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-R-R" (Conditional Rezone – Rural Residential) Zone (CR2023-0003), which is legally described in the attached EXHIBIT "A," incorporated by reference herein (hereinafter referred to as "Subject Property"); and

WHEREAS, Parcel R37229010A, approximately 16.49 acres, is owned by the Applicant; and

WHEREAS, on the 15th day of July, 2025, the Canyon County Board of Commissioners approved a conditional rezone with conditions of the Subject Property to a "CR-R-R" Zone, which was done with Applicant's approval. The conditions of the approval for the conditional rezone are attached hereto as EXHIBIT "B"; 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:

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 Property which is located in the unincorporated area of Canyon County, Idaho, more particularly described in EXHIBIT "A", 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 Property 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 Property from "A" (Agricultural) Zone to "CR-R-R" (Conditional Rezone –Rural Residential) Zone, which conditions are attached hereto as EXHIBIT "B".

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 "B"). 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-R-R" (Conditional Rezone – Rural Residential) 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," 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 does 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 CR2023-0003 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 Property 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 in Idaho Code §67-6509, if the properties described in attached EXHIBIT "A " 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 Property conditionally rezoned from "A" (Agricultural) Zone designation to "CR-R-R" (Conditional Rezone – Rural Residential) 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, #310
Caldwell, Idaho 83605

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

BCI Real Estate LLC
Brian Torres
P.O. Box 495
Nampa, ID 83653

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.

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situate in the Southwest Quarter of the Southeast Quarter of Section 33, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows.

BEGINNING at the Southeast Corner of the Southwest Quarter of the Southeast Quarter (East 1/16th) of Section 33, monumented as described in Corner Record Instrument #2024-007766 from which the South Quarter Corner of Section 33 monumented as described in Corner Record Instrument #2019-008454 bears, North 89°44'28" West, 1,319.91 feet; thence along the southerly boundary of the Southwest Quarter of the Southeast Quarter, North 89°44'28" West, 60.00 feet to a 1/2-inch bar with cap PLS3627;

Thence North 00°23'26" East, 340.46 feet to a 1/2-inch bar with cap PLS3627;

Thence parallel with the southerly boundary of the Southwest Quarter of the Southeast Quarter, North 89°44'28" West, 917.12 feet to a 5/8-inch bar with cap PLS7612;

Thence North 00°54'29" East, 477.09 feet to a 5/8-inch bar with set cap PLS8975;

Thence North 89°25'29" West, 347.17 feet to the westerly boundary of the Southwest Quarter of the Southeast Quarter monumented by a 5/8-inch bar with cap PLS15352;

Thence along said westerly boundary, North 00°23'09" East, 506.01 feet to the Northwest Corner of the Southwest Quarter of the Southeast Quarter monumented as described in Corner Record Instrument #2024-007767;

Thence along the northerly boundary of the Southwest Quarter of the Southeast Quarter, South 89°38'28" East, 426.99 feet to a 5/8-inch bar with cap PLS7612;

Thence South 00°23'49" West, 486.41 feet to a 5/8-inch bar with cap PLS7612;

Thence South 89°25'37" East, 893.09 feet to the easterly boundary of the Southwest Quarter of the Southeast Quarter monumented by a 5/8-inch bar with cap PLS7612;

Thence along, South 00°23'26" West, 833.39 feet to a to the POINT OF BEGINNING.

EXHIBIT "B"
CONDITIONS OF APPROVAL

1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules, and regulations that pertain to the property.
2. The subject parcel, approximately 16.49 acres, shall be divided in compliance with Chapter 7, Article 18 (Administrative Land Divisions) of the Canyon County Code of Ordinance (CCCO) in substantial compliance with the conceptual site plan (**Staff Report Exhibit 3.A6**, also attached hereto as **Exhibit "C"**).
 - a. No further divisions shall occur.
 - b. Secondary residences are prohibited.
3. Historic irrigation lateral, drain, and ditch flow patterns shall be maintained and protected. Modification or improvements shall be approved in writing from the local Irrigation District.
4. At the time of application for an administrative land division, an irrigation plan must be submitted to Canyon County Development Services. The irrigation plan shall be reviewed and approved by the local irrigation district per Idaho Code §67-6537(1). If the irrigation plan includes systems used by other property owners, a draft Water User's Maintenance Agreement shall be submitted for review to Canyon County Development Services. The agreement must be recorded prior to building permit issuance.
5. Within 30-days of Canyon County's Board of Commissioners signature on the Findings of Fact, Conclusions of Law, and Order and prior to any new building permit being applied for on the proposed parcels, the property owner shall apply for the appropriate building department application as determined by Canyon County's Building Official to bring the agricultural-exempt building into compliance onsite. Once the appropriate permit is submitted, expiration or violation of said permit will also be considered a violation of this condition.
6. The developer shall comply with CCCO §07-06-07 (4): Time Requirements: "All conditional rezones for a land use shall commence within two (2) years of the approval of the board."
 - a. Per CCCO §07-02-03: Definitions Enumerated, commencement is "the acceptance by DSD of a complete application, together with the application fee, for a preliminary plat or a short plat."
7. At the time of application for administrative land division, the following Golden Gate Highway District No. 3 conditions of approval apply (**Staff Report Exhibit 3.D1**):
 - a. Proposed access on Ustick Rd is to meet the rural roadway driveway spacing requirements of Section 3061.020 and applicable standard drawings of the ACCHD Standards
 - b. Provide a recorded easement prepared by an Idaho registered licensed land surveyor in accordance with ACCHD Standards for access to Parcel "C" as referenced in **Staff Report Exhibit 3.A6**.
 - c. A site visit by GGHD and/or ITD representatives is required to address possible site distance issues, if any.
8. The property owners shall only use their legal access off of Ustick Road to access their property unless legal access is obtained through a different access point in the future.

