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: 26.176

THIS AGREEMENT, made and entered into this 17th day of November, 2026, by and between Canyon County, Idaho, a political subdivision of the state of Idaho, hereinafter referred to as "COUNTY," and Machsie Investments, 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-C-1" (Conditional Rezone – Neighborhood Commercial) Zone, which is legally described in the attached EXHIBIT "A", incorporated by reference herein (hereinafter referred to as "Subject Property"); and

WHEREAS, Parcel R34169012, approximately 1.83 acres, are owned by the Applicant; and

WHEREAS, on the 20th day of October, 2026, the Canyon County Board of Commissioners approved a conditional rezone with conditions of the Subject Property to a "CR-C-1" Zone, which was done with the 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:

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CANYON COUNTY RECORDER
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AGR
CANYON COUNTY COMMISSIONERS

SECTION 1. AUTHORIZATION.

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

SECTION 2. PROPERTY OWNER.

Applicants are the owner(s) of Subject Properties, which are 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 with regard 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 the 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 Property from "A" (Agricultural) Zone to "CR-C-1" (Conditional Rezone – Neighborhood Commercial) 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-C-1" (Conditional Rezone – Neighborhood 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" 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 CR2024-0006 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 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 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 the Applicant 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" 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 to "CR-C-1" (Conditional Rezone – Neighborhood 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 that 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: Machsie Investments, LLC
Street Address: 916 Albany St.
City, State, Zip: Caldwell, ID 83605

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

did not participate
Commissioner, Leslie Van Beek

Brad Holton
Commissioner, Brad Holton

Commissioner, Zach Brooks

ATTEST: Jess Urresti, Clerk

BY: JRoss
Deputy

DATE: 11.17.26

APPLICANT

Machsie Investment, LLC, Property Owner
Member: David Brent Wright

Sherri Lynn Wright
Machsie, Investment, LLC, Property Owner
Member: Sherri Lynn Wright

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

STATE OF IDAHO)
) ss.
County of Canyon)

On this 9th day of November, 2026, before me, a notary public, personally appeared David Brent Wright, 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.

Pamela Dilbeck
Notary Public for Idaho

PAMELA DILBECK
COMMISSION #20224944
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 10/14/2028

Residing at: Canyon County

My Commission Expires: 10/14/2028

STATE OF IDAHO)
) ss.
County of Canyon)

On this 9th day of November, 2026, before me, a notary public, personally appeared Sherri Lynn Wright, 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.

Pamela Dilbeck
Notary Public for Idaho

PAMELA DILBECK
COMMISSION #20224944
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 10/14/2028

Residing at: Canyon County

My Commission Expires: 10/14/2028

EXHIBIT "A"

LEGAL DESCRIPTIONS

A parcel of land lying within the SE 1/4 of the SE 1/4 of Section 22, T.4N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27 of T.4N., R.2W., BM, Canyon County, Idaho at the center line intersection of Franklin Road and Highway 20-26;

thence N. 89°41'00"W. 303.50 feet along the center line of said Highway 20-26 and the Southerly line of said Section 22 to a point;

thence N. 01°29'09"W. 50.02 feet to the Southwest corner of the property described by deed, Instrument No. 9506076, Canyon County, Records, the TRUE POINT OF BEGINNING;

thence N.89°41'00"W, 232.52 feet running parallel with and 50.00 feet Northerly of the center line of said Highway 20-26 and the said Southerly line of Section 22 to a point;

thence N.00°07'45"W. 350.00 feet running parallel with and 796.25 feet Easterly of the Westerly boundary line of the Se 1/4 of the SE1/4 of said Section 22 to a point;

thence S.89°41'00"E. 224.23 feet running parallel with the said center line of Highway 20-26 and with the said Southerly line of Section 22, to the Northwesterly corner of the property described by said deed, Instrument No. 9506076;

thence S.01°29'09"E. 350.16 feet along the Westerly boundary line of the property described by said deed, Instrument No. 9506076 to the POINT OF BEGINNING

EXHIBIT "B"

DEVELOPMENT AGREEMENT CONDITIONS

1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules, and regulations that pertain to the subject property and the proposed use.

2. Compliance with the following, but not limited to, affected agency requirements shall be met before the commencement of use, as determined by certificate of occupancy issuance:

    a. The applicant shall meet Southwest District Health (SWDH) requirements (**Staff Report Exhibit 3.D.5**) for the proposed use as evidenced by the applicant providing Development Services with a letter of review and approval from Southwest District Health.
    b. The applicant shall meet all Idaho Transportation Department requirements, including an Idaho Transportation Department Right-of-Way Encroachment Permit, and a turn lane warrant analysis will be required (**Staff Report Exhibit 3.D.3, 3.D3.1, and 3.D3.2**).
    c. Star Fire Protection District requirements (**Staff Report Exhibit 3.D.4**).
    d. Pioneer Irrigation District requirements (**Staff Report Exhibit 3.D.7**)
    e. City of Nampa pre-annexation conditions (**Staff Report Exhibit 3.D1.1**)

3. Allowed uses are limited to the following:
    a. Retail (with an accessory screen-printing facility and associated wholesale)
    b. Offices
    c. Caretaker's residence
    d. Accessory uses and/or structures to allowed uses
    e. Similar uses to allowed uses

4. A cross-access and through-access easement shall be recorded with Parcels R34169010A, R34169010D, R34169010C, and R34169010B for ingress/egress. The access location shall be reviewed by the applicable highway district and/or the Idaho Transportation Department.

5. The applicant shall not impede or disrupt existing irrigation structures, i.e., drains, laterals, or supply ditches, on and adjacent to the subject property.

6. Signs shall comply with Canyon County Code, and a sign permit shall be submitted prior to installation of any signs that require permitting in accordance with §07-10-13.

7. The proposed development shall be in general conformance with the applicant's site plan and Letter of Intent unless otherwise conditioned (**Staff Report Exhibits 3.A2.1 and 3.A4.1**).
    a. HOURS OF OPERATION: The hours of operation shall be 8:00 a.m. to 5:00 p.m. on Monday - Friday

    b. The driveway/drive aisle shall be built to the minimum standards detailed in CCCO §07-10-03 unless otherwise conditioned.

8. Until the property is annexed into the City of Nampa, a Director's Decision shall be required for any new tenants to ensure compliance with the Development Agreement and associated C-1 zone.