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CANYON COUNTY



Canyon County
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CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

1115 Albany Street • Caldwell, Idaho • 83605 • Phone (208) 454-7458

Fax: (208) 454-6633 • www.canyoncounty.org/dsd

DEVELOPMENT AGREEMENT BETWEEN CANYON COUNTY AND APPLICANT

Agreement number: 26-138

THIS AGREEMENT, made and entered into this September 24, 2026 by and between Canyon County, Idaho, a political subdivision of the state of Idaho, hereinafter referred to as "COUNTY" and Debra Lacy Living Trust, Debra Lou Lacy, Trustee, hereinafter referred to as "Applicant."

RECITALS

WHEREAS, Applicant has applied to County for a conditional rezone from "A" (Agricultural) zone to "CR-R1" (CR-Single Family Residential) zone, which are legally described in the attached Exhibit "A," incorporated by reference herein (hereinafter referred to as "Subject Property"; and

WHEREAS, Parcel R38435011 is owned by the Debra Lacy Living Trust, Debra Lou Lacy, Trustee;

WHEREAS, on the August 26, 2026, the Canyon County Board of Commissioners approved a conditional rezone with conditions of the Subject Properties to a "CR-R1" (CR-Single Family Residential) zone, which was done with Applicant's approval. The conditions of the approval for the conditional rezone are attached hereto as Exhibit "B";

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 No. 16-007, and to ensure the Applicants will implement and be bound by the conditions of the conditional 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.

Applicant is the owner 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. Applicant represents that they currently hold complete legal or equitable interest in the Subject Property 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 Properties from "A" (Agricultural) to "CR-R1" (CR-Single Family Residential) zoning, 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 Property is specified in the commitments of Section 7. 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 an "R1" (Single Family 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.

Applicant acknowledges and agrees 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 Applicant 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.

Applicant acknowledges 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 CR2023-0004 and any related or resulting development agreements, ordinances, rules and regulations, resolutions or orders of the Board of County Commissioners. Applicant agrees 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.

Applicant agrees 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 Property; (ii) any actions taken by the County pursuant to Subsection 6(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.

Applicant shall, and does 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.

Applicant 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 Applicant 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 to "CR-R1" (CR-Single Family Residential) designation shall revert back to the "A" (Agricultural) zone designation.

SECTION 14. COMPLIANCE WITH LAWS.

Applicant agrees 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 Applicant and the County is such that Applicant is an independent party and is 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 County shall be addressed to, and delivered at, the following address:

Director
Development Services Department
Canyon County Courthouse
1115 Albany Street
Caldwell, Idaho 83605

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

Name:	Debra Lacy Living Trust c/o Debra Lou Lacy, Trustee
Street Address:	18181 Goodson 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, 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. Applicant 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**

Brad Holton
Brad Holton, Chairman

Leslie Van Beek
Leslie Van Beek, Commissioner

Zach Brooks
Zach Brooks, Commissioner

ATTEST: Jess Urresti, Clerk

BY: [Signature]
Deputy

DATE: 9/24/26

APPLICANT

Debra Lou Lacy
Debra Lacy Living Trust
Debra Lou Lacy, Trustee



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

STATE OF IDAHO)
) ss.
County of Canyon)

On this 21st day of September, 2026, before me, a notary public, personally appeared
Debra Lou Lacy, 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.



Caitlin Ross
Notary Public for Idaho

Residing at: Canyon County, ID

My Commission Expires: 5/7/2031

STATE OF IDAHO)
) ss.
County of Canyon)

On this _____ day of _____, 20____, before me, a notary public, personally appeared
_____, 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.

Notary Public for Idaho

Residing at: _____

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION Parcel No. R38435011(6.43±)

A portion of the Northeast Quarter of the northeast Quarter in Section 24, Township 5 North, Range 4 West, Boise Meridian, Canyon County, Idaho, described as follows:

Beginning at the Northeast corner for Section 24 marked with a 5/8" (inch) steel pin and survey cap; thence South 89°33'51" West 700.40 feet along the Northerly boundary of Section 24 to the TRUE POINT OF BEGINNING; thence

South 89°33'51" West 523.00 feet along said Northerly boundary; thence South 0°07'34" West 1105.16 feet; thence North 81°54'03" East 529.21 feet along the Southerly face of an existing powerline; thence North 0°04'57" East 1034.58 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:

Part of the Northeast Quarter of the Northeast Quarter of Section 24, Township 5 North, Range 4 West, Boise Meridian, Canyon County, Idaho, described as follows:

Beginning at the Northeast corner for Section 24 marked with a 5/8 inch steel pin and survey cap; thence South 89°33'51" West 700.40 feet along the Northerly boundary of Section 24; thence South 0°04'57" West 535.00 feet to the TRUE POINT OF BEGINNING; thence South 0°04'57" West 499.58 feet; thence South 81°54'03" West 529.21 feet; thence North 0°07'34" East 570.16 feet; thence North 89°33'51" East 523.41 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

CONDITIONS OF APPROVAL FOR CR2023-0004 Parcel R38435011 (6.43± acres) "A" to "CR-R1"

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. The developer shall comply with CCZO §07-06-07 (4): Time Requirements: "All conditional rezones for land use shall commence within two (2) years of the approval of the Board."
3. Platting as a residential subdivision is required for division of this 6.43 acre parcel (R38435011).
4. The preliminary and final plat shall be reviewed by the Caldwell Rural Fire District and a letter of review and approval shall be provided to Development Services prior to the Board of County Commissioners signing the final plat.
5. The development shall comply with the Notus Parma Highway District access requirements as evidenced by the District's signature on the final plat.
6. The developer shall provide legal access to the residential parcel to the south, parcel R38435011A (6.43 acres).
7. The developer shall provide a private road lot in compliance with 07-17-31(1)A2 extending from the northern boundary at Goodson Road along the western boundary of the proposed subdivision to the southern property boundary providing access and legal easement for the subject lots and parcel R38435011A. The Board approves a private road lot reduction from 60 feet to 50 feet along the western boundary of the subject property.
8. The subject property contains a shop (BP2005-615) with living quarters (BP2026-0364) which is currently a secondary residence on the property. As proposed for division and platting into three lots, this shop with living quarters will become the primary residence on a separate platted parcel. If a new primary residence is constructed, the living quarters may be removed from the shop or be re-classified [*change of use or occupancy permit with the building department*] as the secondary residence on the platted lot. [Shown as Lot 1 on draft site plan attached hereto as Exhibit "C"]
9. Secondary residences are prohibited on proposed lots 2 and 3 as shown on draft site plan attached hereto as Exhibit "C". Proposed lot 3 contains the existing primary residence.
10. The Board considered and approved a variance of a front setback from 20 feet to a minimum of ten (10) feet from the required new private road lot for the existing shop with living quarters. The ten foot setback variance shall apply only to the existing structure located in the northwest corner of the subject property. No further setback encroachment along the frontage of the private road lot is approved.
11. The development shall be restricted to three (3) residential lots and no residential lot within the development shall be less than 1.3 acres in size.
12. The existing primary and secondary residence on the property share a well. The shared well and water lines from the primary residence to the secondary residence/shop shall be located within an easement providing for access, maintenance and repair of that well and water lines.
13. A shared well users' maintenance agreement shall be established and recorded with the Canyon County Recorder's Office prior to the Board's signature on the final plat. This condition applicable while the shared use exists between lots.
14. A Road Users' Maintenance Agreement (RUMA) for any shared private driveways/roads shall be established and recorded with the Canyon County Recorders' office prior to the Board's signature on the final plat.

**Platted Road Lot
Required: BOCC
granted road lot
reduction from 60
feet to 50 feet from
Goodson Road to the
southern boundary of
subject property
along this western
property boundary.**

