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CANYON COUNTY

**Canyon County**  
**Recorder's Office**  
**Document**  
**Cover Sheet**





## CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

### DEVELOPMENT AGREEMENT BETWEEN CANYON COUNTY AND APPLICANT

Agreement number: 26-073

**THIS AGREEMENT**, made and entered into this 11<sup>th</sup> day of June, 2026, by and between Canyon County, Idaho, a political subdivision of the state of Idaho, hereinafter referred to as "COUNTY," and Kenneth and Sandra Hooker/Treasure Valley Investments 5 LLC hereinafter referred to as "Applicant."

#### RECITALS

**WHEREAS**, the Applicant has applied to the County for a conditional rezone from an "R-2" (Medium Density Residential) 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**, Parcels R23913012A, R23913012 and R23913, approximately 3.02 acres, are owned by the Applicant; and

**WHEREAS**, on the 27<sup>th</sup> day of May, 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:

## **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 Properties from "R-2" (Medium Density Residential) 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 CR2025-0007 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 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 "R-2" (Medium Density Residential) Zone to "CR-C-1" (Conditional Rezone – Neighborhood Commercial) Zone designation shall revert to the "R-2" (Medium Density Residential)

Zone designation which will also require a resolution to amend the comprehensive plan future land use map from a "commercial" designation back to a "residential" designation (OR2025-0017).

#### **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 11<sup>th</sup> 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: Kenneth & Sandra Hooker/Treasure Valley Investments 5 LLC  
Street Address: 1600 BSW Dash Point Road #309  
City, State, Zip: Federal Way, WA 98023

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.**

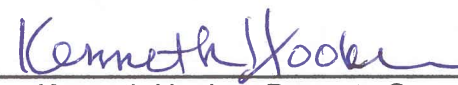
Time is of the essence in the performance of all terms and provisions of this Agreement.

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

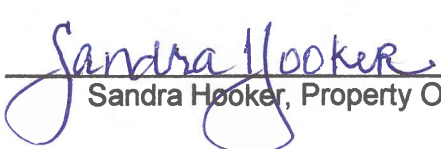
**BOARD OF COUNTY COMMISSIONERS  
CANYON COUNTY, IDAHO**

**APPLICANT**

  
\_\_\_\_\_  
Commissioner, Leslie Van Beek

  
\_\_\_\_\_  
Kenneth Hooker, Property Owner

  
\_\_\_\_\_  
Commissioner, Brad Holton

  
\_\_\_\_\_  
Sandra Hooker, Property Owner

  
\_\_\_\_\_  
Commissioner, Zach Brooks

ATTEST: Jess Urresti, Clerk

BY:   
\_\_\_\_\_  
Deputy

DATE:   
\_\_\_\_\_  
010-11-26



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

STATE OF IDAHO )  
 ) ss.  
County of Canyon )

On this 4 day of June, 2026, before me, a notary public, personally appeared KENNETH HOOKER, 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.



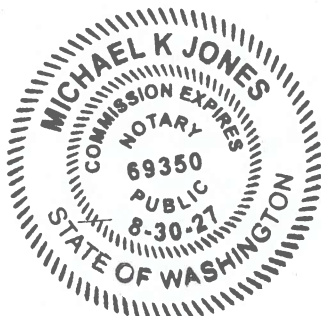
[Signature]  
Notary Public for ~~Idaho~~ Washington

Residing at: Auburn WA

My Commission Expires: 8/30/27

STATE OF IDAHO )  
 ) ss.  
County of Canyon )

On this 4 day of June, 2026, before me, a notary public, personally appeared Sandra Hooker, 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.



[Signature]  
Notary Public for ~~Idaho~~ Washington

Residing at: Auburn WA

My Commission Expires: 8/30/26

## EXHIBIT "A"

### LEGAL DESCRIPTIONS

#### R23913012

##### Parcel C:

This parcel is a portion of Lot 37 of Lemp Park Urban Tracts as shown in Book 4 of Plats at Page(s) 33 in the office of the recorder for Canyon County, Idaho, lying in the SE 1/4 NW 1/4 of Section 10 in Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northeast corner of said SE 1/4 NW 1/4, (CN 1/16 corner, Section 10), a found 5/8 inch diameter rebar; thence  
South 00°06'24" East along the East boundary of the SE 1/4 NW 1/4 a distance of 185.03 feet to a 1/2 X 24 inch rebar set with a plastic cap stamped P.L.S. 15352; thence  
South 88°55'22" West, parallel with the North boundary of the SE 1/4 NW 1/4, a distance of 140.69 feet to the TRUE POINT OF BEGINNING; thence  
South 00°04'55" East a distance of 290.22 feet to a point on the Northerly right of way of State Highway 44, a 1/2 X 24 inch rebar set with a plastic cap stamped P.L.S. 15352; thence  
Along said right of way, Northwestery a distance of 142.99 feet along the arc of a curve to the left having a radius of 8654.33 feet, a central angle of 00°56'48" and a long chord which bears North 71°09'01" West a distance of 142.98 feet to a point on the West boundary of Tract 37, a found 1/2 inch diameter rebar; thence  
North 00°07'23" West along said West boundary a distance of 241.48 feet to a 1/2 X 24 inch rebar set with a plastic cap stamped P.L.S. 15352; thence  
North 88°55'22" East, parallel with the North boundary of the SE 1/4 NW 1/4, a distance of 135.44 feet to the TRUE POINT OF BEGINNING.

##### Parcel C1:

TOGETHER WITH AND SUBJECT TO an ingress/egress and utility easement described as follows:

This easement lies in a portion of Lot 37 of Lemp Park Urban Tracts as shown in Book 4 of Plats at Page(s) 33 in the office of the recorder for Canyon County, Idaho, lying in the SE 1/4 NW 1/4 of Section 10 in Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northeast corner of said SE 1/4 NW 1/4, (CN 1/16 corner, Section 10), a found 5/8 inch diameter rebar; thence  
South 00°06'24" East along the East boundary of the SE 1/4 NW 1/4 a distance of 185.03 feet to a 1/2 X 24 inch rebar set with a plastic cap stamped P.L.S. 15352; thence  
South 88°55'22" West, parallel with the North boundary of the SE 1/4 NW 1/4, a distance of 85.70 feet to the TRUE POINT OF BEGINNING; thence  
South 88°55'22" West, a distance of 17.48 feet; thence  
Southwesterly 43.50 feet along the arc of a curve to the left, having a radius of 28.00 feet a central angle of 89°00'17", and long chord which bears South 44°25'14" West a distance of 39.25 feet; thence  
South 00°04'55" East a distance of 266.40 feet to a point on the Northerly right of way of State Highway 44; thence  
Northwesterly 31.80 feet along the arc of a curve to the left having a radius of 8654.33 feet, a central angle of 00°12'38", and a long chord which bears North 70°42'43" West a distance of 31.80 feet; thence  
North 00°04'55" West a distance of 254.36 feet; thence  
Northwesterly 44.47 feet along the arc of a curve to the left, having a radius of 28.00 feet a central angle of 90°59'43", and long chord which bears North 45°34'46" West a distance of 39.94 feet; thence  
South 88°55'22" West a distance of 16.51 feet; thence  
North 00°04'55" West a distance of 20.00 feet; thence

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## R23913012A

### Parcel A

This parcel is a portion of Tract 37 of Lemp Park Urban Tracts as shown in Book 4 of Plats at Page 33 in the Office of the Recorder of Canyon County, Idaho, lying in the SE ¼ NW ¼ of Section 10 in Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of said SE ¼ NW ¼ (CN1/16 Corner, Section 10), a found 5/8 inch diameter rebar;

thence South 00°08'24" East along the East boundary of SE ¼ NW ¼ a distance of 185.03 feet to a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 88°55'22" West parallel with the North boundary of the SE ¼ NW ¼, a distance of 276.14 feet to a point on the West boundary of Tract 37, a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 00°07'23" West along said West boundary a distance of 185.03 feet to a point on the North boundary of the SE ¼ NW ¼, a found 5/8 inch diameter rebar;

thence North 88°55'22" East along said North boundary a distance of 276.19 feet to the POINT OF BEGINNING.

### Parcel A1

TOGETHER WITH AND SUBJECT TO an Ingress/Egress and Utility Easement described as follows:

This Easement lies in a portion of Lot 37 of LEMP PARK URBAN TRACTS as shown in Book 4 of Plats at Page 33 in the Office of the Recorder for Canyon County, Idaho, lying in the SE ¼ NW ¼ of Section 10 in Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northeast corner of said SE ¼ NW ¼, (CN1/16 Corner, Section 10), a found 5/8 inch diameter rebar, thence

South 00°06'24" East along the East boundary of the SE ¼ NW ¼ a distance of 185.03 feet to a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352; thence

South 88°55'22" West, parallel with the North boundary of the SE ¼ NW ¼, a distance of 85.70 feet to THE TRUE POINT OF BEGINNING; thence

South 88°55'22" West, a distance of 17.48 feet; thence

Southwesterly 43.50 feet along the arc of a curve to the left, having a radius of 28.00 feet a central angle of 89°00'17", and long chord which bears South 44°25'14" West a distance of 39.25 feet; thence

South 00°04'55" East a distance of 266.40 feet to a point on the Northerly right of way of State Highway 44; thence

Northwesterly 31.80 feet along the arc of a curve to the left having a radius of 8654.33 feet, a central angle of 00°12'38", and a long chord which bears North 70°42'43" West a distance of 31.80 feet; thence

North 00°04'55" West a distance of 254.36 feet; thence

Northwesterly 44.47 feet along the arc of a curve to the left, having a radius of 28.00 feet a central angle of 90°59'43", and long chord which bears North 45°34'46" West a distance of 39.94 feet; thence

South 88°55'22" West a distance of 16.51 feet; thence

North 00°04'55" West a distance of 20.00 feet; thence

North 88°55'22" East a distance of 120.00 feet; thence

South 00°04'55" East a distance of 20.00 feet to the TRUE POINT OF BEGINNING.

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**R23913**

**Parcel B:**

This parcel is a portion of Lot 37 of Lemp Park Urban Tracts as shown in Book 4 of Plats at Page(s) 33 in the office of the recorder for Canyon County, Idaho, lying in the SE 1/4 NW 1/4 of Section 10 in Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northeast corner of said SE 1/4 NW 1/4, (CN1/16 corner, Section 10), a found 5/8 inch diameter rebar; thence  
South 00°06'24" East along the East boundary of the SE 1/4 NW 1/4 a distance of 185.03 feet to the TRUE POINT OF BEGINNING, a 1/2 X 24 inch rebar set with a plastic cap stamped P.L.S. 15352; thence continuing  
South 00°06'24" East along said East boundary a distance of 343.64 feet to a point on the Northerly right of way of State Highway 44, a found 1/2 inch diameter rebar; thence along said right of way, Northwestery a distance of 149.77 feet along the arc of a curve to the left having a radius of 8654.33 feet, a central angle of 00°59'30" and a long chord which bears North 70°10'51" West a distance of 149.77 feet to a 1/2 X 24 inch rebar set with a plastic cap stamped P.L.S. 15352; thence  
North 00°04'55" West a distance of 290.22 feet to a 1/2 X 24 inch rebar set with a plastic cap stamped P.L.S. 15352; thence  
North 88°55'22" East, parallel with the North boundary of the SE 1/4 NW 1/4, a distance of 140.69 feet to the TRUE POINT OF BEGINNING.

**Parcel B1:**

TOGETHER WITH AND SUBJECT TO an Ingress/Egress and Utility Easement described as follows:

This easement lies in a portion of Lot 37 of Lemp Park Tracts as shown in Book 4 of Plats at Page(s) 33 in the office of the recorder for Canyon County, Idaho, lying in the SE 1/4 NW 1/4 of Section 10 in Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Northeast corner of said SE 1/4 NW 1/4, (CN1/16 corner, Section 10), a found 5/8 inch diameter rebar; thence  
South 00°06'24" East along the East boundary of the SE 1/4 NW 1/4 a distance of 185.03 feet to a 1/2 X 24 inch rebar set with a plastic cap stamped P.L.S. 15352; thence  
South 88°55'22" West, parallel with the North boundary of the SE 1/4 NW 1/4, a distance of 85.70 feet to the TRUE POINT OF BEGINNING; thence  
South 88°55'22" West, a distance of 17.48 feet; thence  
Southwesterly 43.50 feet along the arc of a curve to the left, having a radius of 28.00 feet a central angle of 89°00'17", and long chord which bears South 44°25'14" West a distance of 39.25 feet; thence  
South 00°04'55" East a distance of 286.40 feet to a point on the Northerly right of way of State Highway 44; thence  
Northwesterly 31.80 feet along the arc of a curve to the left having a radius of 8654.33 feet, a central angle of 00°12'38", and along chord which bears North 70°42'49" West a distance of 31.80 feet; thence  
North 00°04'55" West a distance of 254.36 feet; thence  
Northwesterly 44.47 feet along the arc of a curve to the left, having a radius of 28.00 feet a central angle of 90°59'43", and long chord which bears North 45°34'46" West a distance of 39.94 feet; thence  
South 88°55'22" West a distance of 16.51 feet; thence  
North 00°04'55" West a distance of 20.00 feet; thence  
North 88°55'22" East a distance of 120.00 feet; thence  
South 00°04'55" East a distance of 20.00 feet to the TRUE POINT OF BEGINNING.

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## 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. Compliance with the following, but not limited to, affected agencies shall be met before the commencement of any use:
  - a. Highway District #4 (Exhibit 3.D.1)
  - b. Middleton Fire District (Exhibit 3.D.2)
  - c. Idaho Transportation Department (Exhibits 3.D.4, 4.a & 4.d)
  - d. Southwest District Health (Exhibit 3.D.5)
  - e. Idaho Power (Exhibit 3.D.6)
  - f. Idaho Dept. of Environmental Quality (Exhibit 3.D.7)
  - g. All structures removed, modified, or constructed require building and zoning permit approval.
2. The subject parcels, R23913, R23913012, and R23913012A, shall be zoned "C-1" (Neighborhood Commercial subject to the following restrictions:
  - a. The development shall limit the commercial uses to low-impact uses which are related to the primary event venue use, such as a caretaker residence, church, personal service shops, offices, and special event facility. Except for a caretaker residence, dwellings are prohibited in the "C-1" zone.
  - b. The uses shall be in substantial compliance with the letter of intent, site plan, and traffic, noise, and alcohol plan (Exhibits 3.A.2, 3.A.3, and 3.A.8)
  - c. The maximum number of guests on the property shall be limited to 200. No events shall be permitted before 8 am or after 10 pm. Noise generation shall uphold City of Middleton noise standards (Middleton Ordinance 8-1-5).
  - d. The existing private road shall be paved per standards expressed in CCCO 07-10-03(4). Evidence of constriction will be demonstrated through the construction permit process outlined in CCCO 07-10-3(1) prior to the commencement of use.
  - e. All parking spaces shall meet all applicable off-street parking requirements (CCCO §07-13-01 and §07-13-03), and temporary signage shall be provided during all events to assist with traffic flow patterns. Parking on local roads and SH-44 is prohibited. A parking and circulation plan drawn to scale must be submitted to DSD, with review and approval completed by the local fire district and DSD prior to commencement of use.
    - i. Prior to the commencement of use, signage shall be installed to encourage egress to be a right turn from the facility onto SH-44.
  - f. Landscaping and fence shall be maintained in good repair and shall not become a public nuisance.
  - g. All exterior lighting shall be directed away from adjacent residential properties and be contained on the parcel with downward-facing lighting and shielding where necessary.
  - h. The uses shall not impede, disrupt, or otherwise disturb the existing irrigation structures on and adjacent to the subject property.
3. 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."