

Dan Lister

From: Andrew Peterson [REDACTED]
Sent: Wednesday, April 29, 2026 2:17 PM
To: Dan Lister
Subject: [External] Re: Expired Development Agreement - RZ2021-0061
Attachments: LTR_DA_RZ2021-0061.pdf

Please move forward with option 3 termination after the agreement.

All the best,
Andrew Peterson
[REDACTED]

Sent from Iphone - please excuse mis-spelling or typing errors

On Apr 29, 2026, at 8:26 AM, Dan Lister <Dan.Lister@canyoncounty.id.gov> wrote:

Andrew,

Attached is a letter to be sent today regarding the expired development agreement for the rezone approved on Parcel R33952010 (RZ2021-0061). Please review the letter and options.

Sincerely,

Dan Lister, Planning Supervisor

DSD Office: (208) 454-7458 - Direct Line: (208) 455-5959

Daniel.Lister@canyoncounty.id.gov

Development Services Department (DSD)

Public office hours

Monday, Tuesday, Thursday, and Friday

8 am – 5 pm

Wednesday

1 pm – 5 pm

****We will not be closed during lunch hour ****

PUBLIC RECORD NOTICE: All communications transmitted within the Canyon County email system may be a public record and may be subject to disclosure under the Idaho Public Records Act and, as such, may be copied and reproduced by members of the public.



Development Services Department

Canyon County, 111 North 11th Avenue, Suite 310, Caldwell, ID 83605

(208) 402-4164 ▪ ZoningInfo@canyoncounty.id.gov ▪ www.canyoncounty.org

April 29, 2026

AG Development LLC
13905 N. Malheur Place
Garden City, ID 83714

Subject: Parcel R33952010, 9145 HWY 44, Middleton: Development Agreement Expiration

Property Owner of Parcel R33952010,

This letter is to inform you that the Canyon County Development Service Department (DSD) finds that the development agreement approved as part of the rezone of the subject parcel (RZ2021-0061) expired on August 15, 2025. *Please find attached the development agreement (Agreement #23-123).*

Per the agreement, unless evidence is submitted demonstrating that the property has been developed per the conditions of the agreement within the two-year timeframe that began on August 15, 2023, DSD will schedule the required public hearings to terminate the agreement and revert the zone from a 'CR-C-2' zone (Conditional Rezone – Service Commercial) to an 'A' zone (Agricultural).

Options:

- 1) Submit evidence demonstrating that the property has been developed per the conditions of the agreement within the two-year timeframe.
- 2) Submit a conditional rezone application to a 'C-1' zone (Neighborhood Commercial), which terminates agreement #23-123 and replaces it with a new agreement, if approved.
- 3) Provide a letter or email requesting that the development agreement (#23-123) be terminated. DSD will then schedule the required public hearings to terminate the agreement.

You have until May 20, 2026, to exercise one of the options stated above. If an option is not exercised after the stated date, DSD will schedule the required public hearings to terminate the agreement and revert the zone from a 'CR-C-2' zone (Conditional Rezone – Service Commercial) to an 'A' zone (Agricultural).

If you have questions, please feel free to contact me.

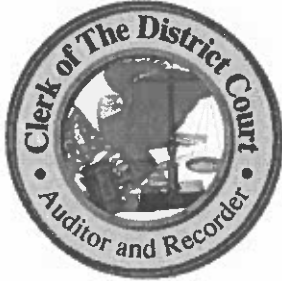
Respectfully,

Dan Lister, Planning Supervisor

Canyon County DSD

Dan.lister@canyoncounty.id.gov

cc: Case File RZ2021-0061, [REDACTED]



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



2023-030007

RECORDED

09/15/2023 08:48 AM



00777473202300300070240248

CHRIS YAMAMOTO

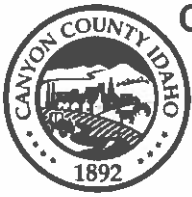
CANYON COUNTY RECORDER

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AGR

NO FEE

CANYON COUNTY



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: 23-123

THIS AGREEMENT, made and entered into this 14 day of Sept, 2023, by and between Canyon County, Idaho, a political subdivision of the state of Idaho, hereinafter referred to as "COUNTY" and AG Development LLC, hereinafter referred to as "Applicant."

RECITALS

WHEREAS, The Applicant has applied to the County for a conditional rezone of parcel R33952010 containing approximately 11.41 acres from an "A" (Agricultural) Zone to "CR-C2" (Conditional Rezone – Service Commercial) Zone file No. RZ2021-0061, which is legally described in the attached EXHIBIT "A," incorporated by reference herein (hereinafter referred to as "Subject Property"); and

WHEREAS, Parcels R33952010, approximately 11.41 acres, is owned by the Applicant; and

WHEREAS, on the 15 day of August, 2023, the Canyon County Board of Commissioners approved a conditional rezone subject to conditions of the Subject Property to a "CR-C2" Zone, which was done with Applicant's approval. The conditions of 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 Properties 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 Properties from applying new rules, regulations, or policies that do not conflict with this Agreement.

SECTION 7. COMMITMENTS.

Applicants will fully and completely comply with the conditions of the approved conditional rezone of the Subject Properties from "A" (Agricultural) Zone to "CR-C2" (Conditional Rezone – Service 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 an "CR-C2" (Conditional Rezone – Service Commercial) zone and those provisions of law that are otherwise applicable to the Subject Property.

SECTION 9. LIABILITY AND INDEMNITY OF COUNTY.

A. COUNTY REVIEW.

Applicants acknowledge and agree that the County is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the County's review and approval of any plans or improvements, or the issuance of any approvals, permits, certificates or acceptances, relating to the use and development of the property described in EXHIBIT "A," 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 RZ2021-0061 and any related or resulting development agreements, ordinances, rules and regulations, resolutions or orders of the Board of County Commissioners. Applicants agree not to challenge the lawfulness, procedures, proceedings, correctness or validity of any of such notices, meetings, hearings, development agreements, ordinances, rules, regulations, resolutions or orders.

C. INDEMNITY.

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

D. DEFENSE EXPENSES.

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

SECTION 10. PERIODIC REVIEW.

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

SECTION 11. REQUIRED PERFORMANCE.

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

SECTION 12. DEFAULT AND REMEDIES.

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

SECTION 13. ZONING REVERSION CONSENT.

The execution of this Agreement shall be deemed written consent by Applicants to change the zoning of the Subject Properties to its prior designation upon failure to comply with the terms and conditions imposed by the approved conditional rezone and this Agreement. No reversion shall take place until after a hearing on this matter pursuant to Idaho Code §67-6511A. Upon notice and hearing, as provided in this Agreement and 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 Properties conditionally rezoned from "A" (Agricultural) Zone designation to "CR-C2" (Conditional Rezone – Service Commercial) Zone designation shall revert back 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 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:

Name: AG Development LLC
Greg Marshall, partner
Street Address: 8471 W. Red Deer Court
City, State, Zip: Boise, ID 83714

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

LEGAL DESCRIPTION: Real property in the County of Canyon, State of Idaho, described as follows:

This parcel is a portion of the $W\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$ of Section 9, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the southwest corner of said $W\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$;

thence North $89^{\circ} 52' 58''$ East along the south boundary of said $W\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$ a distance of 227.00 feet to the TRUE POINT OF BEGINNING;

thence North $00^{\circ} 21' 44''$ East parallel with the west boundary of said $W\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$ a distance of 1296.02 feet to a point on the southerly right-of-way of Idaho State Highway 44; thence traversing said right-of-way as follows:

along a curve to the left having a central angle of $00^{\circ} 49' 30''$ a radius of 5789.58 feet, an arc length of 83.37 feet and a long chord which bears South $84^{\circ} 12' 59''$ East a distance of 83.37 feet;

thence leaving said right-of-way and bearing South $00^{\circ} 21' 44''$ West parallel with the west boundary of said $W\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$ a distance of 60.00 feet;

thence South $44^{\circ} 57' 43''$ West a distance of 32.75 feet;

thence South $00^{\circ} 21' 44''$ West parallel with the west boundary of said $W\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$ a distance of 236.67 feet;

thence South $55^{\circ} 33' 35''$ East a distance of 60.70 feet to a point on the centerline of a drain as it now exists;

thence traversing said centerline as follows:

North $59^{\circ} 25' 16''$ East a distance of 39.34 feet;

North $52^{\circ} 12' 04''$ East a distance of 117.03 feet;

North $66^{\circ} 06' 28''$ East a distance of 20.04 feet;

thence leaving said centerline and bearing North $00^{\circ} 21' 15''$ East parallel with the east boundary of said $W\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$ a distance of 240.10 feet to a point on the southerly right-of-way of said Idaho State Highway 44;

thence traversing said right-of-way as follows:

along a curve to the left having a central angle of $01^{\circ} 46' 58''$, a radius of 5789.58 feet, an arc length of 180.14 feet and a long chord which bears South $87^{\circ} 26' 53''$ East a distance of 180.13 feet to a point on the east boundary of said $W\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$;

thence leaving said right-of-way and bearing South $00^{\circ} 21' 15''$ West along said east boundary a distance of 1264.49 feet to the southeast corner of said $W\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$;

thence South $89^{\circ} 52' 58''$ West along the south boundary of said $W\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$, a distance of 434.47 feet to the TRUE POINT OF BEGINNING.

APN: 33952010 0

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

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


Commissioner, Leslie Van Beek


Commissioner Brad Holton

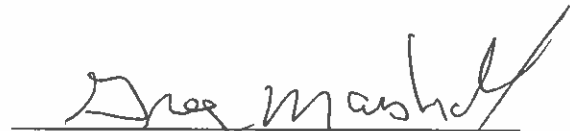

Commissioner Zach Brooks

ATTEST: Chris Yamamoto, Clerk

BY: 
Deputy

DATE: 9-14-23

APPLICANT


AG Development LLC, Property Owner
Greg Marshall, partner



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

STATE OF IDAHO)
) ss.
County of Canyon)

On this 9th day of September, 2023, before me, a notary public, personally appeared Greg Marshall, 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.



Jennifer D Almeida
Notary Public for Idaho

Residing at: Canyon County

My Commission Expires: 4/7/28

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, R33952010 (11.41 acres $\pm$), shall be subject to the requirements of the "CR-C-2" Zone. The "CR-C-2" Zone is subject to the following ongoing conditions:
 - a. The following uses shall be the only allowed uses within the "C-2" zone:
 - i. Ministorage and/or RV storage facility
 - ii. Offices
 - iii. Accessory uses and/or structures to allowed uses
 - iv. Similar uses to allowed uses
3. The development of the site shall be in general conformance with the applicant's letter of intent and site plan (Exhibits C&D aka: Attachments 2a & 2b attached hereto). The site plan does not propose/depict open storage. Any significant modifications of the site plan and structure layout shall be required to amend the plan through a conditional use permit modification.
 - a. Storage units shall only be used for storage and no other uses shall be permitted to operate within the storage units. Warehousing shall not be permitted in any structures within the development.
 - b. Developer shall provide for 24 hour customer access to the restroom facility (not a portable units) and shall ensure that proposed facility meets the requirements of Southwest District Health.
 - c. Front facing office and storage building facade shall be in substantial conformance with Exhibit F (attached hereto) Title Page elevation.
 - d. The southern-most building, building F on concept development plan Exhibit D (attached hereto) within the mini-storage facility, shall not exceed ten (10) feet in height.
4. Building permits for the business/flex (non-retail) complex shall not be issued until city services become available from the City of Middleton.
 - a. The flex/office building facade shall be in substantial conformance with Exhibit F (attached hereto) Title Page -building front elevation.
5. Off-street parking shall be provided in accordance with article 13 of this chapter (CCZO §07-13-01 & 03).
6. Prior to the issuance of building permits, the applicant/developer shall receive review and approval from Star Fire District to ensure proper access and circulation to all structures on the facility.
7. Signage shall comply with §07-10-13 of the Canyon County Zoning Ordinance. In addition, where signs are located in close proximity to a residential area, the sign should be designed and located so they have little or no impact on adjacent residential neighborhoods. Signage along Highway 44 shall be restricted to monument signs.
8. All exterior light fixtures will be downward facing and shielded to reduce off-site glare to ensure light pollution is minimized.
9. Prior to the submittal of building permits a fencing and landscaping plan shall be submitted to DSD.
 - a. Fencing shall be 6 foot (typical) wrought iron bar fencing around the perimeter of the development site. Fencing on the south side of the residential parcel, R33952, may be provided, matching the existing fencing.
 - b. Year-round landscaping-inclusive of evergreen trees and shrubs interspersed with some deciduous variety shall be provided around the perimeter of the development on the east, west, south sides and along the east and south boundaries of the residential property, R33952. The frontage of the property shall have similar landscape to provide attractive entry where the property takes access to

State Highway 44. Landscaping shall be placed such that it does not interfere with the operation and maintenance of the irrigation facilities on the property. Considerations for emergency vehicles (fire apparatus) must be considered for placement and type of trees along access routes.

10. The development of the site shall comply with NFIP mitigation standards and obtain floodplain development permits.
11. Historic irrigation lateral, drain, and ditch flow patterns shall be maintained and protected. Modifications, including any crossings and tiling of the irrigation structures shall be approved by applicable governing agencies. No stormwater from the hard surface facilities shall be allowed to directly flow into the irrigation systems.
12. Stormwater run-off shall be retained on-site. Stormwater retention is the responsibility of the property owner.
13. The developer shall comply with CCZO §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."

**Exhibit C
ATTACHMENT "2A"**

APPLICANT LETTER OF INTENT



October 6, 2022

Canyon County
Development Services Department
111 North 11th Avenue #140
Caldwell, ID 83605

RE: Conditional Rezone Application for 9145 ID-44, Middleton, ID 83644

Dear Commissioners and Staff,

AG Development LLC, an Idaho Limited Liability Company and its Managers, Andrew Peterson and Greg Marshall, are submitting an application for a Conditional Rezone for 9145 ID-44 in Middleton.

Project Information:

Parcel #: R33952010
Site Area: 11.413 acres
Flood Zone: Yes, 780 Flood Control District #10
Existing Zone: Agricultural
Proposed Zone: C2 – Commercial
Existing Use: Agricultural/Residential
Proposed Uses: Approximately 65,000 sf Office/ Retail Multi-Tenant buildings.
Approximately 137,000 sf RV & Self-Storage Units with 1,200 sf Management Office and Dump/Wash Station

Development Overview

- Our property is currently in unincorporated Middleton, ID.
- We have signed a Consent to Annexation and Utility Corridor with Middleton. We have preserved a utility corridor for Middleton upon annexation.
- We received a communication from Roberta Steward, Planning & Zoning Official stating that they are in support of our project and have no objections.
- While we are designing the entire project to tie into city services, they are not necessary for us to complete our project. We will have the necessary infrastructure that will allow us to move forward with construction, regardless of being annexed by the City of Middleton.

Septic

- o The property has an existing septic system on the north end of the parcel.
- o The only restroom for the Self-Storage site will be in the management office
- o We have engaged with Southwest District Health and KM Engineering to determine necessary capacities.
- o Our systems will be able to accommodate all of the wastewater we are expecting.

Water / Fire Suppression

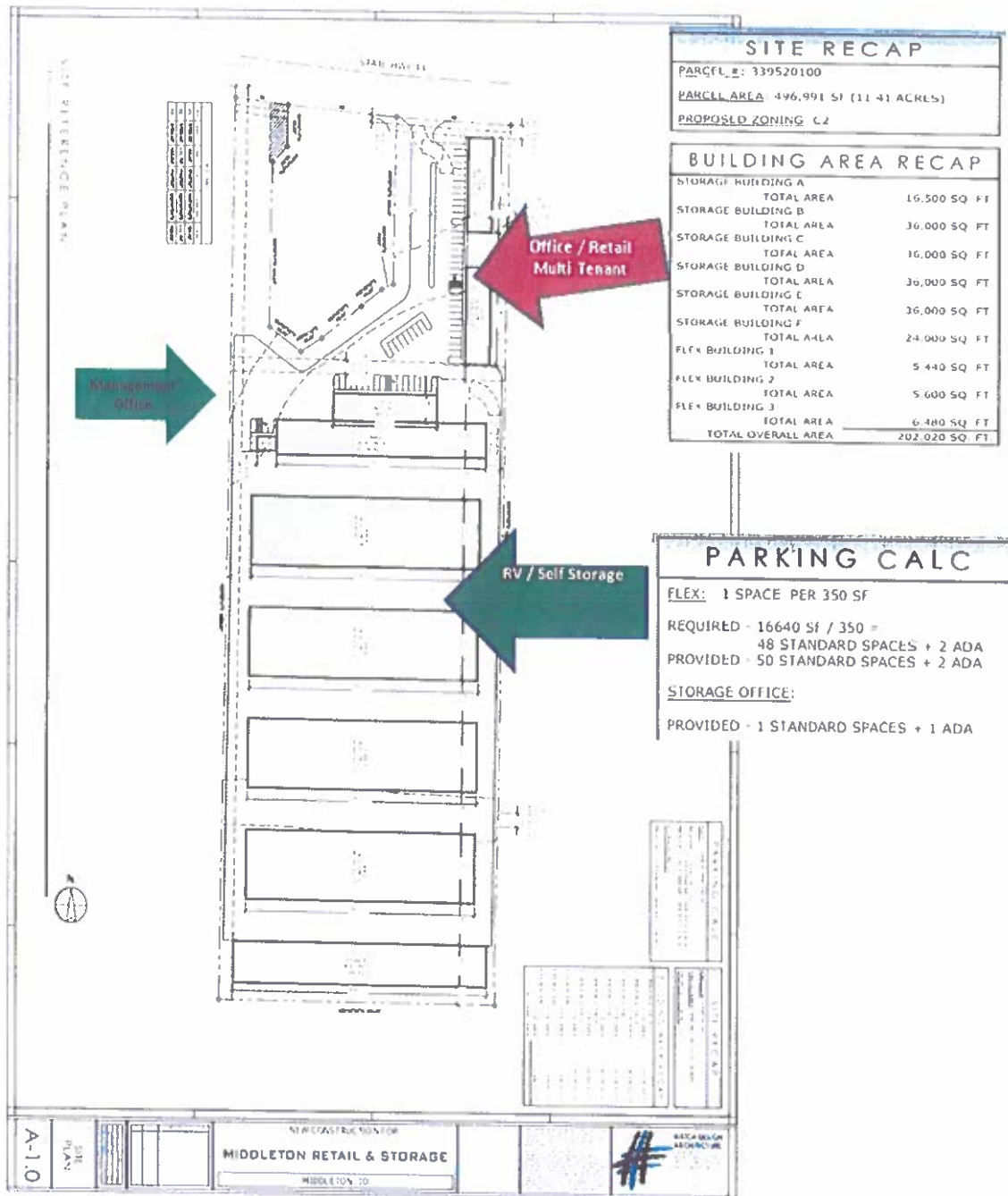
- o We are working with fire authorities to establish an emergency fire lane and emergency exiting. Also, we will work with fire department authorities to allow for fire suppression.

8471 West Red Deer Court Boise, ID 83714 208/917-2822 andrew@petersonbuild.com

Location



8471 West Red Deer Court Boise, ID 83714 208/917-2822 andrew@petersonbuild.com



8471 West Red Deer Court Boise, ID 83714 208/917-2822 andrew@petersonbuild.com

Project Summary:

AG Development, LLC is proposing to demolish a mobile home and storage shed on the site to provide new construction. There will be two types of buildings that will provide facilities and business opportunities for the immediate area:

- Office/ Retail Multi-Tenant buildings at the north portion of the property (roughly 65,000 sf of usable space)
- RV and Self-Storage at the south portion of the property (roughly 137,000 sf of usable space)

A Conditional Rezone is required to continue the development of the property.

Canyon County's Comprehensive Plan calls for commercial uses along the frontage of ID-44. The City of Middleton's Future Land Use Map depicts a mixed-use corridor along ID-44 with Special Residential Areas on both sides. The "Special Area" designation requires a mandatory public-record disclosure stating: "Cost of development and flood hazard insurance may be higher because land is now, or in the future may be, in flood areas and/or high ground water areas." We have been working closely with the City of Middleton to provide a proposal to support both the County's and Middleton's overall goals.

Part of our long-term goal is to become integrated with Middleton's community. We are currently in talks with the City of Middleton regarding tying into City sewer, water, and utility services. Middleton has requested a Pre-Annexation Agreement from AG Development, LLC, and we have entered into this agreement, based upon their verbal approval of our Proposed Site Plan. Additionally, our Proposed Site Plan has located future utility corridors based on input from Middleton's City Engineer. Future buildings have been positioned in a manner to support the infrastructure needed to sustain our development.

Our team has also been working closely with Idaho Transportation Department (ITD) and we have received approval for commercial access to the property. Per the attached site plan, entrance to the property will be located at the west side of the eastern 44 frontage area. The neighbor's easement at 9181 Highway 44 will remain at the west and we will remove our access from that location.

Office/ Retail Multi-Tenant buildings Along the ID-44 frontage on the east side and within the center of the property, approximately 4.5 acres will be dedicated for Office/ Retail Multi-Tenant buildings. This asset class is being developed to accommodate the City of Middleton's desire to provide services for residents as well as places for small business owners to run their businesses.

Office/ Retail Multi-Tenant buildings Along the ID-44 frontage on the east side and within the center of the property, approximately 4.5 acres will be dedicated for Office/ Retail Multi-Tenant buildings. This asset class is being developed to accommodate the City of Middleton's desire to provide services for residents as well as places for small business owners to run their businesses.

These buildings will provide customizable space for a variety of businesses. Our design objective is to establish an attractive and functional site arrangement with high quality landscape design which provides an efficient and pleasant work environment. Building construction may vary from Pre-Engineered Metal Buildings to conventional steel frame structures.



- These buildings are often called "flex" buildings due to their multi-purpose uses. They are single story with higher ceilings.
- Tenants attracted to these buildings include cabinet makers, research & development firms, professional services, plumbing, tech companies, etc.

8471 West Red Deer Court Boise, ID 83714 208/917-2822 andrew@peter-sonbuild.com

RV / Self Storage

At the rear of the property, approximately 6.4 acres will accommodate self-storage units, designed to attract tenants to store their RVs, boats, classic cars, etc. A highly attractive and inviting Management Office Building will serve as a sales center for unit rentals as well as providing a hub for ancillary products and services. A convenient Wash/Dump Station will be a welcome amenity for its users.

A gated entry will separate the property between the two uses providing additional security for self-storage tenants. A detailed list of terms and conditions for tenants will ensure the proper use of the facilities along with appropriate hours of operation for the amenities being provided. 24-hour video surveillance will ensure the proper use of the facilities. The architecture will mimic the Office/ Retail Multi-Tenant building look and feel and will comply with Design Requirements set forth in the municipal code.



Security for our facility will be a high priority. We will utilize:

- Keypad and access control hardware
- Slide Gate
- Lighting and motion sensors
- Climb Resistant property fencing

NOTE : It is illegal to sleep overnight in a storage facility. All Tenants leases state this.



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SIGNAGE

Attractive Monument Signage will feature the project name and tenants and be code compliant.

RV & Self Storage

- Construction is light gauge steel
- Management Office
- Wide Drive Aisles
- 24 Hr. Security
- Dump Station
- RV storage units range ave. size is 14' wide x 40' high
- Self Storage units, ranging from 5' x 10' to 11' x 30'



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-Landscaping around the perimeter will include a combination of drought-tolerant and traditional plants and ground cover.

-We will be consulting with our architect and an arborist for tree and plant selection but anticipate the inclusion of trees that are drought tolerant and have eye catching foliage.

-Trees under consideration are Autumn Maple Blaze, Canada Red Chokeberry, Sensation Maple and River Birch

Being cognizant and respectful of our neighbors, we will install fencing along our property line consistent with all codes and building standards. Additionally, our site lighting will be designed in a manner to shield adjacent properties from unnecessary light spreading onto their buildings. Our intent is to provide much needed commercial places of operations to the community with little disruption to the surrounding neighborhood.

**Canyon County Municipal Code 07-06-07: Conditional Rezone:
Section (6) Conditional Rezone Approval:**

- A. Standards Of Evaluation: The presiding party shall review the particular facts and circumstances of the proposed conditional rezone. The presiding party shall apply the following standards when evaluating the proposed conditional rezone:
 1. Is the proposed conditional rezone generally consistent with the comprehensive plan?
 - a. Yes, Canyon County's comprehensive plan calls for commercial uses on our property; the City of Middleton's future land use plan calls for mixed use development on our property.
 2. When considering the surrounding land uses, is the proposed conditional rezone more appropriate than the current zoning designation?
 - a. Yes, our property is not currently being used as Agricultural and there are no plans to provide agricultural use on the property.

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3. Is the proposed conditional rezone compatible with surrounding land uses
- Yes, per Canyon County's current zoning map, there are several C1 and C2 Commercially zoned properties within close vicinity to our property.
4. Will the proposed conditional rezone negatively affect the character of the area? What measures will be implemented to mitigate impacts?
- No, the proposed conditional rezone is within the commercial overlay zone developed jointly by the city of Middleton and Canyon County. Our meetings with the City of Middleton's mayor and Middleton's planning department helped direct our development plans to include both self-storage and office/ retail multi-tenant mix.
 - City annexation will not be necessary to complete our project. We have the ability to construct a complete development, including septic, water, utilities, fire.
 - Our project will enhance the character of the area with new construction and will spearhead the County's and Middleton's future growth consistent with the comprehensive plans.
5. Will adequate facilities and services including sewer, water, drainage, irrigation, and utilities be provided to accommodate proposed conditional rezone?
- Yes, we have been working with the City Engineer from Middleton to locate and determine future facilities and services.
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?
- No, public street improvements are not required to provide adequate access. The existing driveway will be updated to current ITD standards. Final design will be coordinated with ITD as required.
7. Does legal access to the subject property for the conditional rezone exist or will it exist at time of development?
- Legal access to the subject property currently exists and will remain.
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? (Ord. 16-007, 6-20-2016)
- New construction will include fire life safety measures as well as security measures to minimize impact to local police, fire, and emergency services. Schools will not be affected with this development. Any required impact fees will be assessed and funded upon final building permit issuance(s).

We appreciate the opportunity to be part of both Canyon County's and Middleton's growing community and respectfully request approval of a Conditional Rezone as the first step in an ongoing relationship with both agencies.

Please don't hesitate to contact me at 208/ 917-2822 or andrew@petersonbuild.com

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Sewer / water / Utility Easements & Proposed Corridor

RE: Parcel 33952010 - 9145 Hwy 44, Middleton

External
_Inbox/#HWY 44 - Idaho Storage Condos LLC

R

Roberta Stewart <rstewart@middletoncity.com>

Sep 15,
2022, 10:52
AM

to andrew, jf83669@gmail.com, me

Hi Andrew: City Engineer refined the best locations for your sewer/water/utility easements. See rudimentary drawing below. I have also added the proposed corridor to your site plan for more clarity. See attached. That should give you a good basis for your application. As you know, a building cannot be built over a utility line or utility easement, so when you get further down the road, you may have to refine these concepts a little to make sure you don't get in the way of any of your buildings. thanks again for working with us.

Please let your County planner know you're working with us on a pre-annexation agreement. The County encourages these types of agreements, so it should help your application succeed. We can work on the pre-annexation agreement during the next few weeks after you submit your application to the County. We don't have to have it all done beforehand. There's time.



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Exhibit D
ATTACHMENT "2B"
SITE DEVELOPMENT PLAN

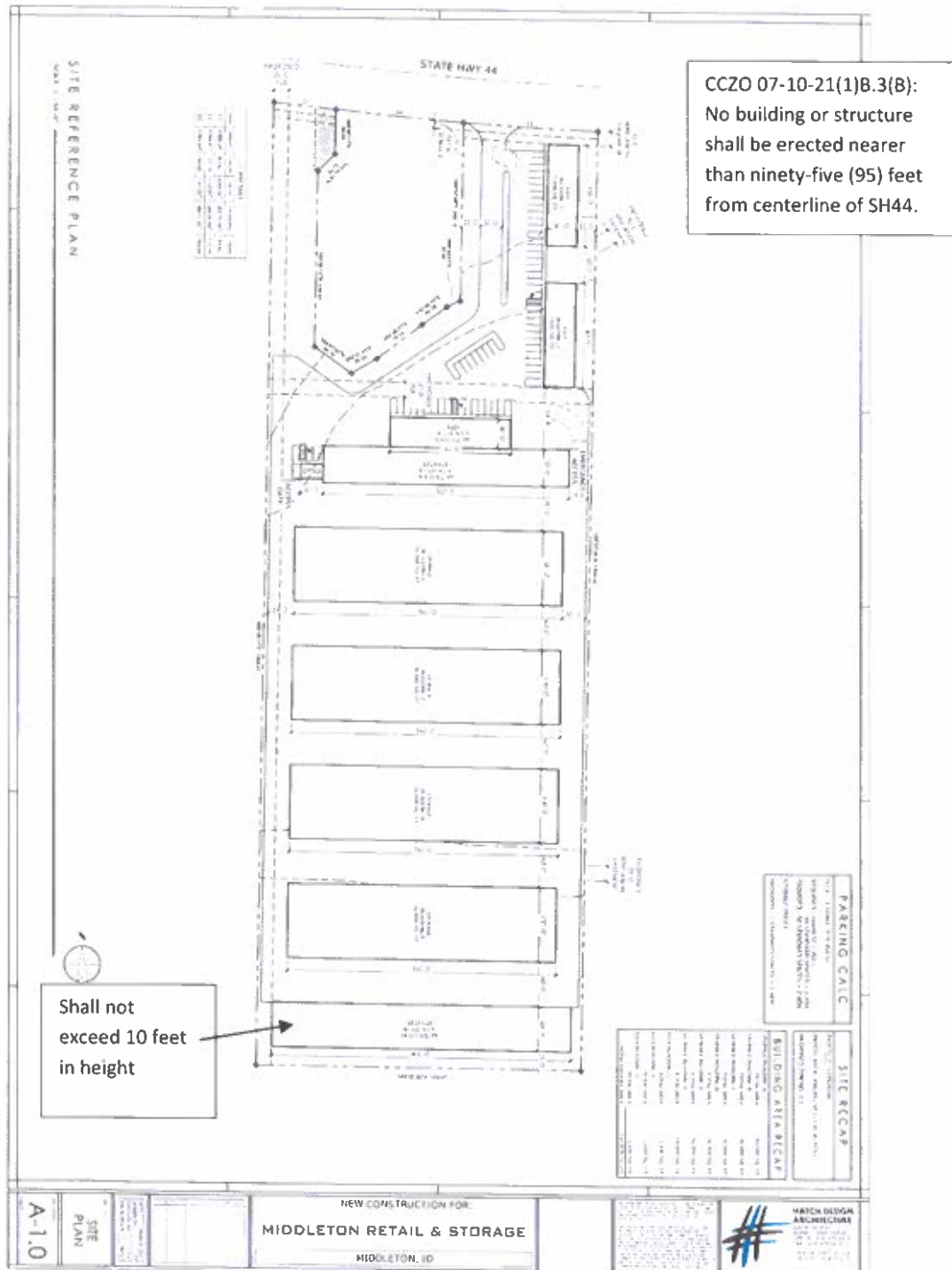
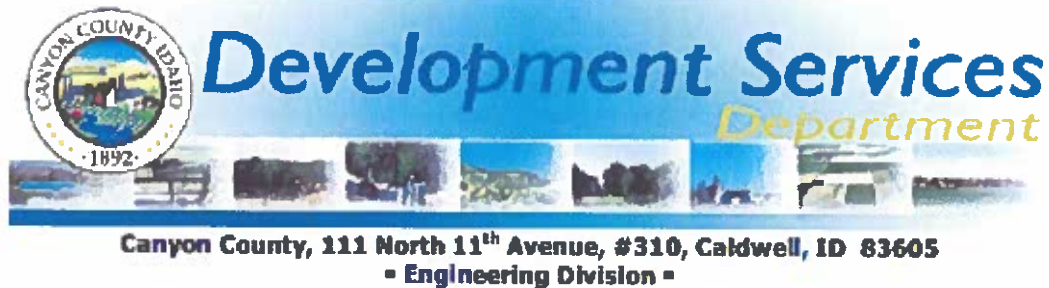


Exhibit E

PZ Staff Report Exhibit 2, Attachment 5g

Flood Plain Administrator Review



January 24, 2023

Re: Floodplain Development
Case No. RZ2021-0061 – Service Commercial

Jenna Petroll,

Parcel R33952010 is located in a partial AE Zone Special Flood Hazard Area. The rezone request is to provide an allowed use for mixed use storage and business retail. These uses are allowed uses within the AE Zone floodplain with floodplain development permitting and NFIP mitigation standards.

Floodplain development permits will be required prior to any development activities within the Special Flood Hazard Area.

Including, but not limited to, structures, attendant utilities, and utility equipment and machinery shall be elevated to the flood protection elevation (One foot above Base Flood Elevation).

Open stored vehicles, if applicable, will require elevation to the flood protection elevation or anchored. In addition, open stored vehicles shall be operational and an emergency evacuation plan shall be provided as a condition of the rezone application.

Sincerely,



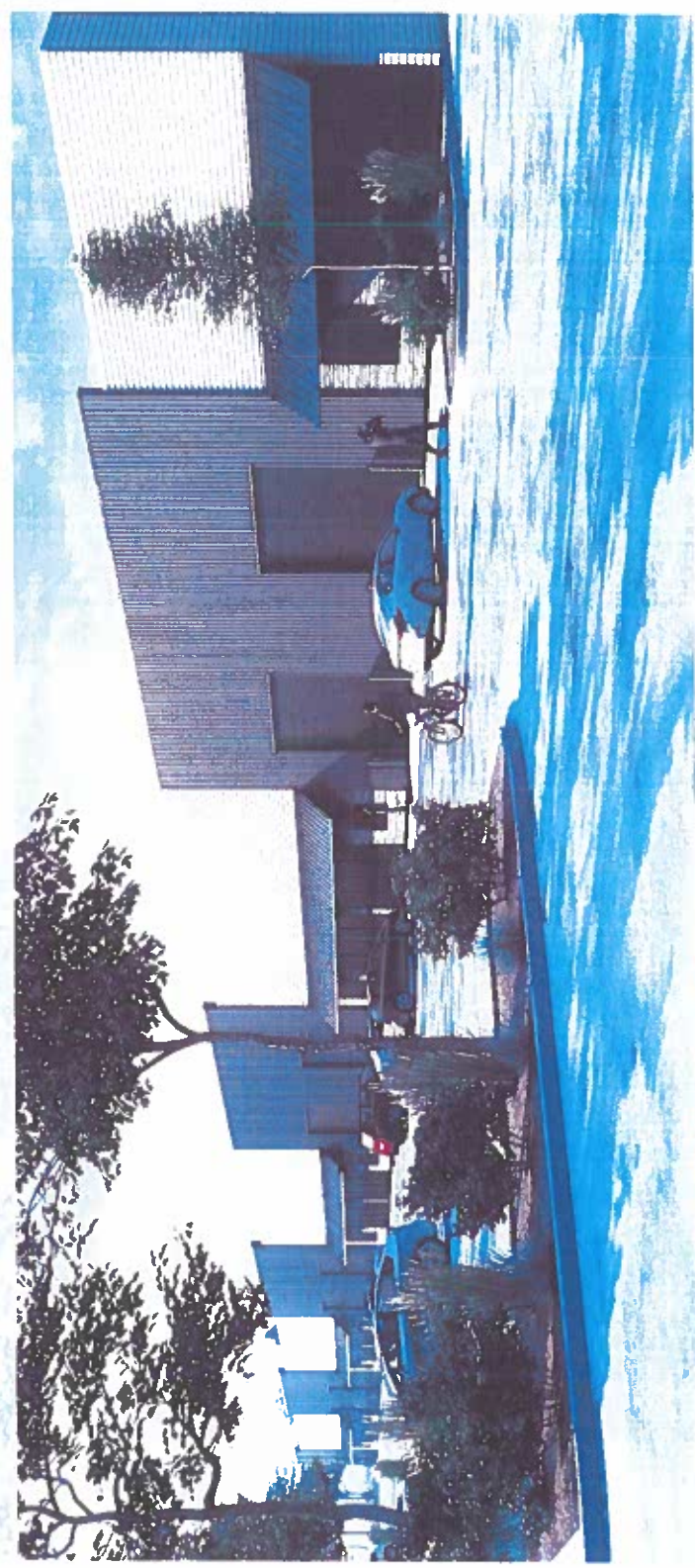
Stephanie Hailey, CFM
Engineering Coordinator
Floodplain Manager
Canyon County Development Services
Stephanie.hailey@canyoncounty.id.gov

Exhibit F
Title Page
Front Elevation Design



Rezone Application
RZ2021-0061
August 15, 2023

Middleton Retail and Storage
9145 Hwy 44, Middleton



Exh F.