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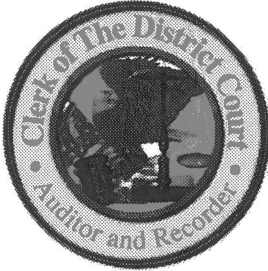
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CANYON COUNTY



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: 26-143

THIS AGREEMENT, made and entered into this October 1, 2026, by and between Canyon County, Idaho, a political subdivision of the state of Idaho, hereinafter referred to as "COUNTY" and Middleton 187 LLC/TBC Land Holdings LLC (Todd Campbell, Managing Member), hereinafter referred to as "Applicants."

RECITALS

WHEREAS, Applicants have 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 Properties"; and

WHEREAS, Parcels R37597 (97.15 ± ac), R37602010 (60.06 ± ac), R37605010 (29.31 ± ac) are owned by Middleton 187 LLC [Todd Campbell, Managing Member];

WHEREAS, Parcels R37605 (29.77 ± ac) are owned by TBC Land Holding LLC [Todd Campbell, Managing Member];

WHEREAS, on July 28, 2026 the Canyon County Board of Commissioners approved a conditional rezone with conditions for the Subject Properties (216.29 ± acres) to a "CR-R1" (CR-Single Family Residential) zone, which was done with Applicants' 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.

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) 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 Properties 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 Properties.

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 CR2025-0012 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 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.

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 an "A" (Agricultural) zone designation to a "CR-R1" (CR-Single Family Residential) 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 Properties.

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 Applicants shall be addressed to, and delivered at, the following addresses:

Name: Todd Campbell Custom Homes
Street Address: PO Box 140298
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 Applicants, 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**



Commissioner Leslie Van Beek



Commissioner Brad Holton



Commissioner Zach Brooks

APPLICANTS

**MIDDLETON 187 LLC,
an Idaho limited liability company**



Todd Campbell, Managing Member

**TBC LAND HOLDING LLC,
an Idaho limited liability company**



Todd Campbell, Managing Member

ATTEST: Jess Urresti, Clerk

BY:  _____
Deputy

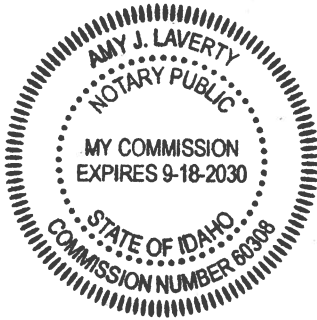
DATE: 10/1/2026



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

STATE OF IDAHO)
) ss.
County of Canyon)

On this 23 day of September 2026, before me, a notary public, personally appeared Todd Campbell, 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.



Amy
Notary Public for Idaho

Residing at: Mendota

My Commission Expires: 9/18/30

EXHIBIT "A"

LEGAL DESCRIPTIONS

Parcel Nos.: R37597, R37605, R37605010, R37602010

Parcel R37597 (97.15 acres more or less) (DEED 2021-018848 Middleton 187, LLC)

This parcel is a portion of the N 1/2 SE1/4 and the SE1/4SE1/4 of Section 33 in Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southeast corner of the SE1/4SE1/4, (Southeast Section Corner, Section 33), a found aluminum cap monument;
thence North 00°25'02" East along the East boundary of the SE1/4SE1/4, a distance of 798.16 feet to a point on the centerline of Willow Creek Pump Lateral, the TRUE POINT OF BEGINNING, a Magnail set with an aluminum washer stamped P.L.S. 15352;
thence traversing said centerline as follows:
North 88°46'09" West, a distance of 144.37 feet;
North 89°34'30" West, a distance of 368.09 feet;
Southwesterly 92.45 feet along the arc of a curve to the left having a radius of 188.50 feet and a central angle of 28°06'01" and a long chord which bears South 76°22'28" West, a distance of 91.45 feet;
South 62°19'29" West, a distance of 143.27 feet;
Southwesterly 167.00 feet along the arc of a curve to the right having a radius of 211.50 feet and a central angle of 45°14'25" and a long chord which bears South 84°56'40" West, a distance of 162.69 feet;
North 72°26'08" West, a distance of 298.58 feet;
Northwesterly 89.71 feet along the arc of a curve to the left having a radius of 158.50 feet and a central angle of 32°25'49" and a long chord which bears North 88°39'01" West, a distance of 88.52 feet;
South 75°08'05" West, a distance of 30.58 feet;
Southwesterly 49.60 feet along the arc of a curve to the left having a radius of 48.50 feet and a central angle of 58°35'38" and a long cord which bears South 45°49'50" West, a distance of 47.47 feet to a point on the West boundary of the SE1/4SE1/4, witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing North 00°32'54" East, a distance of 30.72 feet;
thence North 00°32'54" East along said West boundary, a distance of 587.85 feet to the Northwest corner of the SE1/4SE1/4, a found aluminum cap;
thence North 89°13'30" West along the South boundary of the NW1/4SE1/4, a distance of 1324.85 feet to the Southwest corner of the NW1/4SE1/4, a found aluminum cap; thence North 00°42'31" East along the West boundary of the NW1/4SE1/4, a distance of 1317.04 feet to the Northwest corner of the NW1/4SE1/4, a found brass cap monument;
thence South 89°22'40" East along the North boundary of the NW1/4SE1/4, a distance of 1321.15 feet to the Northeast corner of the NW1/4SE1/4, a found brass cap monument;
thence South 89°19'47" East along the North boundary of the NE1/4SE1/4, a distance of 1322.21 feet to the Northeast corner of the NE1/4SE1/4, a found aluminum cap;
thence South 00°24'41" West along the East boundary of the NE1/4SE1/4, a distance of 1323.00 feet to the Southeast corner of the NE1/4SE1/4, a found aluminum cap monument;
thence South 00°25'02" West along the East boundary of the SE1/4SE1/4, a distance of 524.57 feet to the TRUE POINT OF BEGINNING.

PARCEL R37605 (29.77± acres) (DEED 2021-066908 TBC Land Holding LLC)

The North Half of the Southwest quarter of Section 33, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM:

A parcel of land located in the North ½ of the Southwest ¼ of Section 33, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of Section 33, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho; Thence South 00°02'41" East 2637.50 feet along the West line of said Section 33 to the Northwest corner of the SW 1¼ of said Section 33 (West 14 corner), the REAL POINT OF BEGINNING of this description;

Thence along the North line of said SW 14 South 89°56'36" East 1653.46 feet to a point;

Thence South 00°01'54" West 1317.54 feet to a point on the South line of the North 1½ and said SW 4;

Thence North 89°58'26" West 1651.70 feet to the Southwest corner of the North ½ of said SW 14 (South 1/16 corner);

Thence North 00°02'41" West 1318.42 feet to the REAL POINT OF BEGINNING of the description.

Parcel R37605010 (29.31 ± acres) (Parcel 1 Deed 2021-018839 Middleton 187 LLC)

This parcel is a portion of the N1/2SW1/4 of Section 33 in Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

Commencing at the Northwest corner of the N1/2SW1/4 (W1/4 corner, Section 33), a found 5/8 inch diameter rebar; thence

South 00°00'58" East along the West boundary of the N1/2SW1/4 a distance of 650.50 feet to the True Point of Beginning, a point on a drain ditch witnessed by a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing North 89°59'02" East a distance of 30.00 feet; thence traversing said drain ditch as follows:

North 89°59'02" East a distance of 47.50 feet;

South 72° 13'11" East a distance of 46.25 feet;

North 78°37'42" East a distance of 63.34 feet;

North 88°09'58" East a distance of 163.37 feet;

North 84°29'17" East a distance of 199.16 feet;

North 74°41'40" East a distance of 292.69 feet;

North 73° 14'44" East a distance of 228.33 feet;

North 87°32'04" East a distance of 130.61 feet;

South 87° 11'25" East a distance of 127.20 feet;

North 78°26'19" East a distance of 96.55 feet;

North 70°43'40" East a distance of 301.57 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352; thence leaving said drain ditch and bearing

South 00°03'31" West a distance of 953.59 feet to a point on the South boundary of the N1/2SW1/4, a found 5/8 inch diameter rebar; thence

North 89°56'42" West along said South boundary a distance of 1651.74 feet to the Southwest corner of the N1/2SW1/4, a found G.L.O. brass cap monument; thence

North 00°00'58" West along the West boundary of the N1/2SW1/4 a distance of 667.92 feet to the True Point of Beginning.

Parcel R37602010 (60.06 ± acres) (Parcel 2 Deed 2021-018839 Middleton 187 LLC)

A parcel of land located in the South half of Section 33, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly as follows:

Commencing at the Northwest corner of Section 33, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence
South 00°02'41" East 2637.50 feet along the West line of said Section 33 to the Northwest corner of the SW1/4 of said Section 33 (W1/4 corner); thence along the North line of said SW1/4
South 89°56'36" East 1653.46 feet to a point; thence
South 00°01'54" West 1317.54 feet to a point on the North line of the S1/2SW1/4, the Real Point of Beginning of this description; thence along said North line
South 89°58'26" East 983.23 feet to the Northeast corner of the S1/2SW1/4; thence
South 89°50'09" East 1324.77 feet to the Northeast corner of the SW1/4SE1/4 of said Section 33; thence
South 00°03'45" East 819.91 feet along the East line of said SW1/4SE1/4 to a point being 500 feet North of the Southeast corner of said SW1/4SE1/4; thence
North 89°42'39" West 213.08 feet parallel to the South line of said SW1/4SE1/4 to a point; thence along the Southerly bank of the W.C.P. lateral the following: thence
North 51°27'30" West 232.01 feet to a point; thence
North 87°51'11" West 498.84 feet to a point of curvature; thence along a curve to the left 40.23 feet, said curve having a radius of 50.00 feet, a central angle of 46°05'48", tangents of 21.27 feet, and a chord which bears South 69°05'54" West 39.15 feet to a point of tangency; thence
South 46°03'00" West 443.51 feet to a point; thence
North 89°53'52" West leaving said Southerly bank 78.50 feet to a point on the West line of said SW1/4SE1/4; thence along a line just South of a concrete ditch the following: thence
South 85°41'30" West 640.13 feet to a point of curvature; thence along a curve to the right 93.31 feet, said curve having a radius of 120.00 feet, a central angle of 44°33'14", tangents of 49.16 feet, and a chord which bears North 72°01'53" West 90.98 feet to a point of tangency; thence
North 49°45'16" West 523.30 feet to a point on the Southerly bank of the C.E. 21.1 canal; thence along the Southerly bank of said C.E. 21.1 canal the following: thence
South 34°24'00" West 251.95 feet to a point of curvature; thence along a curve to the right 97.00 feet, said curve having a radius of 100.00 feet, a central angle of 55°34'33", tangent of 52.70 feet, and a chord which bears South 62°11'17" West 93.24 feet to a point of tangency; thence
South 89°58'34" West 403.37 feet to a point; thence
North 00°02'41" West 915.32 feet to a point on the North line of the S1/2SW1/4; thence
South 89°58'26" East 771.70 feet along said North line to the Real Point of Beginning of this description.

EXHIBIT "B"

CONDITIONS OF APPROVAL FOR CR2025-0012

GENERAL:

1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules, and regulations that pertain to the subject property and proposed use.
2. 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."

ROADS/PATHWAYS:

3. The intersections at State Highway 44 at Duff and Lansing are found to be operating at a Level D or F during peak traffic hours; the BOCC shall not sign a final plat for any phase of development until the intersection of Duff and Highway 44 and the intersection of Lansing and Hwy 44 have been improved as indicated by Highway District 4 and the Idaho Transportation Department. Signalized intersections at both Lansing and Duff intersecting with Hwy 44 shall be installed and operational prior to the Board of County Commissioners signing the first phase Final Plat.
4. A traffic impact study (TIS) as required by Highway District #4 is required to be submitted at the time of preliminary plat submission and that the scope of the TIS shall be approved by the highway district prior to the study being completed.
5. The streets within the proposed development shall be paved public streets in accordance with HD4 and ACCHD standards.
6. There shall be a six-foot-wide detached paved pathway extended along the south side of Meadow Park Blvd. from the current termination point in Meadow Bluff Estates to Lansing Lane consistent with the pathway in Meadow Bluff Estates development.
7. Pedestrian/bike pathways through the development shall be provided for access to bus stops and between major roadways. The developer shall provide minimum six-foot-wide paved public pathways connecting the collector roadways within the development providing for pedestrians and school children with safe route connectivity.

DEVELOPMENT:

8. COMMUNITY WATER SYSTEM: The development shall provide a community water system or connection to municipal system for all development lots at time of development as evidenced by installed infrastructure prior to the Board's signature on the final plat for each phase of development.
9. RESIDENTIAL LOT SIZE: The minimum residential lot size shall not be less than 1.3 acres.

10. BUS STOPS: Developer shall provide, as part of the preliminary plat application, a plan specifying locations and construction plans of bus stops in coordination with the bus company. This shall be evidenced by a letter from the bus company having reviewed the proposed plan. The developer shall construct the bus stops and plan elements with each phase of development.
11. FIRE HYDRANTS: The developer shall install fire hydrants within the development. There shall be a minimum of two fully functioning hydrants within the development.
12. FIRE DISTRICT REVIEW: The development is subject to compliance with the International Fire Code. The development shall comply with Middleton Rural Fire District requirements upon review and approval by the Fire District of the construction drawings submitted with each phase of final plat. Evidence of approval shall be a letter from Middleton Rural Fire District. Evidence shall be submitted to DSD prior to the Board's signature on the final plat for each phase of development.
13. FIRE SUPPRESSION IN ALL RESIDENTIAL STRUCTURES: All residential structures within the development shall be equipped with fire suppression systems at the time of building construction.
14. HILLSIDE DEVELOPMENT: This development shall meet the requirements of CCZO §07-17-33 (1) Hillside Development; inclusive of all required data reports, grading and drainage plans, development standards, vegetation and re-vegetation and maintenance plans.
15. ENGINEERED GRADING AND DRAINAGE PLANS PER LOT: The terrain is sloping throughout the development, some areas with significant slope. Individual engineered grading and drainage plans for all development lots are required at the time of residential development to ensure that stormwater is retained on each individual lot as development occurs.

IRRIGATION/DRAINAGES:

16. Development shall not impede, disrupt, or otherwise disturb the existing irrigation structures on and adjacent to the subject property without written approval from the irrigation district having jurisdiction.
17. The development shall have a pressurized irrigation system owned, operated, and maintained by the homeowners' association or water association for the residential development.
18. Black Canyon Irrigation structures and easements shall be placed in common lots and not as part of individual residential development lots, helping to ensure that adequate lot area is provided for individual septic systems and replacement fields on each residential lot now and into the future, as well as, protecting the irrigation facilities from encroachments.
19. The drainages and ponds within the development shall be placed in common lots to be owned and maintained by the homeowners' association.
20. Black Canyon Irrigation District: The development is subject to compliance with Black Canyon Irrigation District (BCID) requirements at time of development. BCID shall review and approve development plans and construction drawings with each phase of the development. Evidence of approval shall be a letter from BCID submitted to DSD prior to the Board's signature on the final plat for each phase of development.

GAS PIPELINE:

21. The Williams Northwest Pipeline and easement shall be placed in common lot(s) to better protect the buried infrastructure and the public, minimizing the risk of damage to the pipeline and providing open space and opportunity for connecting pathways through the development.
22. Where development (road crossings, crossing with heavy equipment, irrigation routing, etc.) impacts the Williams Northwest Pipeline: Obtain approval prior to construction/development in the area of the pipeline and pipeline easements. Developer shall place a disclosure notice of the pipeline easement and restrictions in the development deeds and homeowner's covenants.

SCHOOL DISTRICT MITIGATION:

23. Developer shall confirm its voluntary commitment by entering into a memorandum of understanding with the Middleton School District for mitigation to assist with infrastructure costs prior to submission of preliminary plat application. Evidence shall be a copy of the executed memorandum of understanding between the district and the developer provided to DSD. (ref. Exhibit BOCC 3.E.2)