



**2023-013006**

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CHRIS YAMAMOTO

CANYON COUNTY RECORDER

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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: 23-049

**THIS AGREEMENT**, made and entered into this 25 day of April, 2023, by and between Canyon County, Idaho, a political subdivision of the state of Idaho, hereinafter referred to as "COUNTY" and Otoniel & Lorena Guzman, hereinafter referred to as "Applicant."

### RECITALS

**WHEREAS**, The Applicant has applied to the County for a conditional rezone from an "R-R" (Rural Residential) Zone to "CR-R-1" (Conditional Rezone – Single-Family Residential) Zone (CR2022-0013), which are legally described in the attached EXHIBIT "A," incorporated by reference herein (hereinafter referred to as "Subject Property"); and

**WHEREAS**, Parcel R27939, approximately 2.76 acres, is owned by the Applicant; and

**WHEREAS**, on the 25 day of April, 2023, the Canyon County Board of Commissioners approved a conditional rezone with conditions of the Subject Property to a "CR-R-1" Zone, which was done with 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 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 Property from "R-R" (Rural Residential) Zone to "CR-R-1" (Conditional Rezone – Single-Family Residential) 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-R-1" (Conditional Rezone – Single-Family Residential) zone and those provisions of law that are otherwise applicable to the Subject Property.

**SECTION 9. LIABILITY AND INDEMNITY OF COUNTY.**

**A. COUNTY REVIEW.**

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 CR2022-0013 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 "R-R" (Rural Residential) Zone designation to "CR-R-1" (Conditional Rezone – Single-Family Residential) Zone designation shall revert back to the "R-R" (Rural-Residential) 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 11<sup>th</sup> 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: Otoniel & Lorena Guzman  
Street Address: 73 N Robinson Rd  
City, State, Zip: Nampa, Idaho 83687

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**

This parcel is a portion of the N ½ of Tract 21 of the Wilson Orchard Tracts as shown on the Official Plat in Book 4 of Plats at Page 10 in the Office of the Recorder for Canyon County, lying in the N ½ SE ¼ of Section 19 in Township 3 North, Range 1 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

**BEGINNING** at the Northeast corner of Tract 21 of the Wilson Orchard Tracts, a found 5/8 inch diameter rebar;

thence South 00° 12' 47" West along the East boundary of Tract 21 a distance of 186.15 feet to a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 89° 58' 05" West a distance of 647.07 feet to a point on the West boundary of Tract 21, a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 00° 13' 24" East along said West boundary a distance of 185.48 feet to the Northwest corner of Tract 21, a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 89° 54' 30" East along the North boundary of Tract 21 a distance of 647.04 feet to the **POINT OF BEGINNING**, containing 2.760 acres, more or less and subject to any and all easements and rights-of-way of record or implied.



## 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 R27939, 2.76 acres, shall be divided in compliance with Chapter 7, Article 18 (Administrative Land Division) of the Canyon County Zoning Ordinance in substantial compliance with the conceptual site plan (Exhibit C) subject to the following restrictions:
  - a. Division of the subject parcel into more than two (2) parcels is prohibited.
  - b. The existing approach located on parcel R27939010 shall be used for both parcels.
  - c. Road Users' Maintenance Agreements for the existing shared access on parcel R27939010 and the proposed 28' easement are required prior to submittal of administrative land division with a map of the shared access easement as shown in Exhibit D.
  - d. A paved apron for the existing shared access is required prior to submittal of administrative land division.
3. Historic irrigation lateral, drain and ditch flow patterns shall be maintained and protected. Modification or improvements shall be approved in writing by the local Irrigation District.
4. 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."
5. The right to farm act statement shall be disclosed on deeds to all future parcel owners.



EXHIBIT "D"

SHARED ACCESS EASEMENT DRAWING





**BOARD OF COUNTY COMMISSIONERS**  
**FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER**

In the matter of the application of:

**Guzman – CR2022-0013**

The Canyon County Board of County Commissioners consider the following:

1) Conditional Rezone

CR2022-0013, 73 N Robinson (R27939), a portion of the SE¼ of Section 19, T3N, R1W, BM, Canyon County, Idaho

2) Development Agreement with conditions that restrict development to only two lots with a shared access.

**Summary of the Record**

1. The record is comprised of the following:

A. The record includes all testimony, the staff report, exhibits, and documents in Case File CR2022-0013.

**Applicable Law**

1. The following laws and ordinances apply to this decision: Canyon County Code §01-17 (Land Use/Land Division Hearing Procedures), Canyon County Code §07-05 (Notice, Hearing and Appeal Procedures), Canyon County Code §07-06-01 (Initiation of Proceedings), Canyon County Code §07-06-07 (Conditional Rezones), Canyon County Code §07-10-27 (Land Use Regulations (Matrix)), Idaho Code §67-6511 (Zoning Map Amendments and Procedures), Canyon County Code §09-11-25 (Area of City Impact Agreement), and §67-6519 (Application Granting Process).
  - a. Notice of the public hearing was provided per CCZO §07-05-01 and Idaho Code §67-6509.
  - b. The presiding party may establish conditions, stipulations, restrictions, or limitations which restrict and limit the use of the rezoned property to less than the full use allowed under the requested zone, and which impose specific property improvement and maintenance requirements upon the requested land use. Such conditions, stipulations, restrictions, or limitations may be imposed to promote the public health, safety, and welfare, or to reduce any potential damage, hazard, nuisance, or other detriment to persons or property in the vicinity to make the land use more compatible with neighboring land uses. *See* CCZO §07-06-07(1).
2. The Board has the authority to exercise powers granted to it by the Idaho Local Land Use and Planning Act (“LLUPA”) and can establish its own ordinances regarding land use. *See* I.C. §67-6504, §67-6511.
3. The Board has the authority to hear this case and make its own independent determination. *See* I.C. §67-6519, §67-6504, 67-6509 & 67-6511.
4. The Board can sustain, modify or reject the Commission’s recommendations. *See* CCZO §07-05-03.
5. The burden of persuasion is upon the applicant to prove that all criteria, including whether the proposed use is essential or desirable to the public welfare, are satisfied. CCZO §07-05-03.
6. Idaho Code §67-6535(2) requires the following: The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a reasoned statement that explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record. The

County's hearing procedures adopted per Idaho Code §67-6534 require that final decisions be in the form of written findings, conclusions, and orders. CCZO 07-05-03(1)(I).

The application (CR2022-0013) was presented at a public hearing before the Canyon County Board of County Commissioners on April 25, 2023. Having considered all the written and documentary evidence, the record, the staff report, oral testimony, and other evidence provided, including the conditions of approval and project plans, the Board of County Commissioners decides as follows:

**CONDITIONAL REZONE CRITERIA – CCZO §07-06-07(6)**

**A. Is the proposed conditional rezone generally consistent with the comprehensive plan?**

**Conclusion:** The proposed conditional rezone is generally consistent with the 2020 Canyon County Comprehensive Plan.

**Finding:** The property is designated as “residential” on the Future Land Use Map within the 2020 Canyon County Comprehensive Plan. The 2030 Canyon County Comprehensive Plan Future Land Use Map and the Nampa Future Land Use Map also have a residential designation for the parcel. The request is generally consistent with the following policies and goals of the 2020 Canyon County Comprehensive Plan:

- Property Rights Policy No. 1: “No person shall be deprived of private property without due process of law.”
- Economic Development Policy No. 6: “Encourage commercial and residential development in a controlled, planned, and constructive manner, which will enhance, not destroy, the existing lifestyle and environmental beauty of Canyon County.”
- Land Use Goal No. 2: “To provide for the orderly growth and accompanying development of the resources within the County that is compatible with their surrounding area.”
- Land Use Goal No. 5: “Achieve a land use balance, which recognizes that existing agricultural uses and non-agricultural development may occur in the same area.”
- Land Use Policy No. 1: “Review all residential, commercial and industrial development proposals to determine the land use compatibility and impact to surrounding areas.”
- Land Use Policy No. 2: “Encourage orderly development of subdivisions and individual land parcels, and require development agreements when appropriate.”
- Land Use Goal No. 6: “Designate areas where rural type residential development will likely occur and recognize areas where agricultural development will likely occur.”
- Housing Policy No. 1: “Encourage a variety of housing choices that meet the needs of families, various age groups and incomes.”
- Public Services, Facilities and Utilities Policy No. 3: “Encourage the establishment of new development to be located within the boundaries of a rural fire protection district.”

The applicant is being given due process of law through the hearing process. The proposed conditional rezone would allow for residential development within an already residential zone at a similar density to surrounding parcels. The use, as conditioned, is compatible with the existing agricultural and non-agricultural development in the area. The land use compatibility and impact to surrounding areas has been evaluated (see Criteria B). The proposal is an orderly development of an individual land parcel, and a development agreement is determined to be appropriate. The area is designated as “Residential” on the 2020 Comprehensive Plan. The proposal would allow for additional housing. The subject parcel is in a rural fire protection district.

**B. When considering the surrounding land uses, is the proposed conditional rezone more appropriate than the current zoning designation?**

**Conclusion:** As conditioned, the request is more appropriate than the current zoning designation and is consistent with the future land use map designation of residential.



Finding: The area is predominately zoned “R-R” (Rural Residential) and “A” (Agricultural). Pursuant to CCZO §07-10-25(1), the purpose of the “A” (Agricultural) zone is:

- A. *Promote the public health, safety, and welfare of the people of the County by encouraging the protection of viable farmland and farming operations;*
- B. *Limit urban density development to Areas of City Impact in accordance with the comprehensive plan;*
- C. *Protect fish, wildlife, and recreation resources, consistent with the purposes of the "Local Land Use Planning Act", Idaho Code title 67, chapter 65;*
- D. *Protect agricultural land uses, and rangeland uses, and wildlife management areas from unreasonable adverse impacts from development; and*
- E. *Provide for the development of schools, churches, and other public and quasi-public uses consistent with the comprehensive plan.*

Pursuant to CCZO §07-10-25(2), the purpose of the “R-R” (Rural Residential) zone is “*to encourage and guide growth in areas where a rural lifestyle may be determined to be suitable*”.

Pursuant to CCZO §07-10-25(3), the purpose of the “R-1” (Single-Family Residential) zone is “*to promote and enhance predominantly single-family living areas at a low density standard*”.

The nearest similar zone is approximately 825 feet southwest from the property. The parcel and surrounding parcels to the north, south, and west are zoned “R-R” (Rural-Residential). These parcels were part of a mass rezone, so many of them are below the 2-acre minimum lot size required by the zone. Larger parcels zoned “A” (Agricultural) are located directly to the east. The average lot size of parcels within 600 feet is 2.58 acres.

**C. Is the proposed conditional rezone compatible with surrounding land uses?**

Conclusion: As conditioned, the request is compatible with the surrounding land uses.

Finding: The subject parcel is surrounded by active agricultural and residential uses. Residential uses are located directly to the north, west, south, and further to the east with parcels ranging from approximately 0.5-6 acres. Nampa city limits are approximately 1 mile to the west, and the Ada County border is approximately 1 mile to the east. Agricultural uses are located directly to the east and further to the south. The average lot size of parcels within 600 feet is 2.58 acres.

There are 43 platted subdivisions within a one-mile radius of the request with an average lot size of 1.25 acres. Currently there are three (3) subdivisions within the platting stages. As conditioned, the request will create a 1.38-acre average lot size. The 1-acre and 1.75-acre parcels proposed are similar to parcel sizes divided by land division and subdivisions in the area.

**D. Will the proposed conditional rezone negatively affect the character of the area? What measures will be implemented to mitigate impacts?**

Conclusion: As conditioned, the request will not negatively affect the character of the area.

Finding: There are 43 platted subdivisions within a one-mile radius from the subject property with a 1.25-acre average lot size. As conditioned, the request will create a 1.38-acre average lot size. The 1-acre and 1.75-acre parcels proposed are similar to parcel sizes divided by land division and subdivisions in the area.

A total of two (2) parcels will be allowed to be created via administrative land division (Attachment A, Condition 2a). One parcel will contain the existing dwelling and outbuildings. There is one structure which will be required to be demolished prior to approval of the land division on the current parcel. The result of the request creates one (1) additional dwelling, with the possibility of a secondary dwelling.

**E. Will adequate facilities and services including sewer, water, drainage, irrigation and utilities be provided to accommodate proposed conditional rezone?**

**Conclusion:** Adequate sewer, drainage, irrigation, and storm water drainage facilities and utility systems will be provided to accommodate the request at the time of land division and development.

**Finding:** Future development will require domestic wells and septic systems. Future development will be required to meet Idaho Department of Water Resources and Southwest District Health requirements regarding the placement of an individual well and septic system.

If approved through the administrative land division application process of dividing the parcel any water rights will be divided accordingly or each parcel shall use 0.5 acre from the domestic well in accordance with Idaho Law 42-111(a).

**F. Does legal access to the subject property for the conditional rezone exist or will it exist at time of development?**

**Conclusion:** The property has legal access and must meet requirements at time of development to maintain legal access.

**Finding:** The property has frontage and existing access from Robinson Road, a minor arterial. It has access through an easement on parcel R27939010, as required by Nampa Highway District. Future access will be required to meet CCZO §07-10-03. A Road Users' Maintenance Agreement will be required prior to issuance of a building permit (Attachment 1, Exhibit B). A paved apron is required for the existing shared access prior to submittal of administrative land division (Attachment 1, Exhibit B).

**G. 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?**

**Conclusion:** As conditioned (Attachment 1, Exhibit B), the request will not cause undue interference with existing or future traffic patterns as proposed.

**Finding:** Nampa Highway District and Nampa Engineering Division did not indicate a need for public street improvements. As conditioned by the development agreement, a total of two (2) parcels will be allowed to be created via administrative land division. The result of the request creates one additional dwelling (a total of 9.52 average daily trips), with the possibility of a secondary residence. As conditioned, the request is not anticipated to create traffic issues.

**H. 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?**

**Conclusion:** Essential services will be provided to accommodate the use. No mitigation is proposed at this time.

**Finding:** As conditioned (Attachment 1, Exhibit B), the request is not anticipated to impact essential services. The subject parcel is located approximately one mile west of Nampa city limits. The property will be served by Endeavor Elementary School, East Valley Middle School and Columbia High School. Canyon County Ambulance, Nampa School District, Canyon County Sheriff, and Nampa Fire District were notified. No comments were received.

**Canyon County Code §09-11-25 - AREA OF CITY IMPACT AGREEMENT ORDINANCE**

**Conclusion:** The property is located within the Nampa Area of City Impact. A notice was sent to the City of Nampa per Canyon County Code Section 09-11-17.

**Findings:** (1) Pursuant to §09-11-25, a notice was sent to the City of Nampa on July 5, 2022.

(2) The City of Nampa sent a comment opposed to the application due to the lot size being too large for the city's future land use designation.



(3) Evidence includes the application, support materials submitted by the applicant, public testimony, and the staff report with exhibits found in Case No. CR2022-0013.

**Order**




Based upon the Findings of Fact, Conclusions of Law and Order contained herein, the Board of County Commissioners **approves** Case # CR2022-0013, a conditional rezone of parcel R27939, approximately 2.76 acres, from an "R-R" (Rural-Residential) zone to a "CR-R-1" (Single-Family Residential) zone subject to conditions of the development agreement (Attachment 1).

Pursuant to Section 67-6535 of the Idaho Code, the applicant has 14 days from the date of the final decision to seek reconsideration before seeking judicial review.

DATED this 25 day of April, 2023.

CANYON COUNTY BOARD OF COMMISSIONERS

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	_____	_____	_____
 _____ Commissioner Brad Holton	X	_____	_____
 _____ Commissioner Zach Brooks	X	_____	_____

Attest: Chris Yamamoto, Clerk

By:   
Deputy

Date: 4/25/23



**2023-013005**

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CHRIS YAMAMOTO

CANYON COUNTY RECORDER

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ORDINANCE DIRECTING AMENDMENTS TO THE  
CANYON COUNTY ZONING MAP  
(Guzman – Conditional Rezone – CR2022-0013)

An ordinance of Canyon County, Idaho directing amendments to the Canyon County Zoning Map (Ordinance No. 12-021); providing for title, structure, purpose and authority clauses; rezone; severability; and an effective date.

Be It Ordained by the Board of County Commissioners of Canyon County, Idaho:

SECTION 1. TITLE.

This Ordinance shall be known as the “Ordinance Directing Amendments to Canyon County Zoning Map (for approximately 2.76 acres; Parcel R27939).

SECTION 2. STRUCTURE.

Titles and subtitles of this Ordinance are only used for organization and structure and the language in each paragraph of this Ordinance should control with regard to determining the legislative intent and meaning of the Board of County Commissioners.

SECTION 3. PURPOSE.

The purpose of this Ordinance is to authorize the rezone of the property described in Section 5 of this Ordinance from “R-R” (Rural Residential) to “CR-R-1” (Conditional Rezone – Single Family Residential). The purpose of this Ordinance also authorizes amendments to the Official Maps of Canyon County to reflect the rezone authorized by this Ordinance.

SECTION 4. AUTHORITY.

This Ordinance amending the Official Zoning Maps of Canyon County (is enacted pursuant to the authority conferred by Canyon County Zoning Ordinance 7, Chapter 7, Article 6; and Idaho Code § 67-6511, 67-6511A, 31-714, 31-801 and 31-828.

SECTION 5. REZONE.

The subject property shall be and is rezoned from “R-R” (Rural Residential) to “CR-R-1” (Conditional Rezone – Single Family Residential), as specifically identified and described on the attached Exhibit “A”, pursuant to the Findings of Fact, Conclusions of Law and Order issued on *April 25, 2023* the Board of Canyon County Commissioners as authorized by Canyon County Zoning Ordinance, Chapter 7, Article 6; the Idaho Constitution; and Idaho Code § 67-6511, 67-6511A.

SECTION 6. SEVERABILITY CLAUSE.

Should any provision of this Ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this Ordinance in whole or in part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall be in full force and effect on MAY 2, 2023.

ADOPTED AND APPROVED this 25 day of April, 2023.



BOARD OF COUNTY COMMISSIONERS  
CANYON COUNTY, IDAHO

Yes                      No                      Did Not Vote

[Signature]  
Commissioner Leslie Van Beek

\_\_\_\_\_

[Signature: Brad Holton]  
Commissioner Brad Holton

X \_\_\_\_\_

[Signature: Zach Brooks]  
Commissioner Zach Brooks

X \_\_\_\_\_

Attest: Chris Yamamoto, Clerk

By: [Signature: Mariana Reyes]  
Deputy

Date: 4-25-23

Publication Date: MAY 2, 2023, Idaho Press-Tribune

**EXHIBIT "A"**

This parcel is a portion of the N ½ of Tract 21 of the Wilson Orchard Tracts as shown on the Official Plat in Book 4 of Plats at Page 10 in the Office of the Recorder for Canyon County, lying in the N ½ SE ¼ of Section 19 in Township 3 North, Range 1 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

**BEGINNING** at the Northeast corner of Tract 21 of the Wilson Orchard Tracts, a found 5/8 inch diameter rebar;

thence South 00° 12' 47" West along the East boundary of Tract 21 a distance of 186.15 feet to a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 89° 58' 05" West a distance of 647.07 feet to a point on the West boundary of Tract 21, a ½ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 00° 13' 24" East along said West boundary a distance of 185.48 feet to the Northwest corner of Tract 21, a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 89° 54' 30" East along the North boundary of Tract 21 a distance of 647.04 feet to the **POINT OF BEGINNING**, containing 2.760 acres, more or less and subject to any and all easements and rights-of-way of record or implied.