

After Recording
Return to:

Shoemaker Properties LLC
C/O Craig Shoemaker
2265 S Riverbitch Pl
Eagle, ID 83615

**DEVELOPMENT AGREEMENT
Shoemaker Donnelly Storage**

This Development Agreement (this "**Agreement**") is entered into effective as of the date last written below, by and among VALLEY COUNTY, IDAHO, a political body within the State of Idaho (the "**County**") and Shoemaker Properties LLC (the "**Developer**"). The County and the Developer are sometimes collectively referred to herein as the "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, the Developer is the owner of record of that certain real property legally described on **Exhibit A**, attached hereto and made a part hereof (the "**Property**");

WHEREAS, the Developer has received approval of application C.U.P. #22-34, and Conditional Use Permit Instrument #457122 was recorded on May 25, 2023 (the "**Application**");

WHEREAS, the Developer has proposed that the Property be developed pursuant to and in accordance with the Application, the County's Comprehensive Plan and Zoning Ordinance in effect on the date of application, and in accordance with the terms and conditions of this Agreement and any amendments hereto. Such development is hereafter referred to as the "**Project**";

WHEREAS, the County has the authority pursuant to Section 67-6512(d) of Idaho Code to attach certain conditions to a special use permit and condition the approval of a Conditional Use Permit, among other things, minimizing the impact on other development, providing on-site or off-site public facilities and requiring the mitigation of effects of the proposed development upon service delivery by any political subdivision. See Idaho Code § 67-6512(d)(1),(6),(8); and Valley County Code (9-9-9)(9-5-3). These conditions of approval are to be memorialized in a Development Agreement for the purpose of allowing, by agreement, the proposed development to proceed;

WHEREAS, the County's Planning & Zoning Commission (the "**Commission**") held a public hearing as prescribed by law with respect to the development of the Property and this Agreement, including; February 6, 2023, April 24, 2023, May 9, 2024, and May 14, 2025

WHEREAS, all public hearings pursuant to notice as required by law or other action required to be held or taken prior to the adoption and execution of this Agreement have been held and/or taken;

WHEREAS, the Commission approved the Application on April 24, 2023, subject to review and approval of this Agreement and written findings of fact and conclusions of law (the "**Written Decision**");

Commented [CH1]: Will need to be updated if the Board approves the CUP

WHEREAS, upon approval of this Agreement and the Written Decision, it is the intent and desire of the Parties that development of the Property proceed as provided herein, subject to the terms and conditions of this Agreement; and,

WHEREAS, the Parties do enter into this Agreement with mutual consideration as reflected in the covenants, duties, and obligations herein set forth.

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AGREEMENT

NOW THEREFORE, in consideration of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Development Permitted by this Agreement. This Agreement shall vest the right to develop the Property, as described on Exhibit A, with respect to the approval of the Applications (the "**Approval**"), as restricted by those certain conditions of approval identified on **Exhibit B** attached hereto and made a part hereof (the "**Conditions**"). Development shall be substantially consistent with those certain specifications and terms identified on **Exhibit C**, attached hereto and made a part hereof.
2. Recordation. The County shall record this Agreement, including all of the exhibits attached hereto, and submit proof of such recording to the Developer.
3. Effective Date. This Agreement will be effective upon recordation.
4. Development to be Consistent with the Approvals and this Agreement. Development of a portion of the Property substantially inconsistent with this Agreement and the Written Decision, as determined by the County Planning Director, without formal modification of the Approvals or the Concept Plan pursuant to the requirements of the Valley County Code, and/or amendment of this Agreement, shall result in a default of this Agreement by the Developer in connection with such specific portion of the Property, subject to the cure provisions of Section 6, below.
5. Default. In the event the Developer, its heirs, successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, fails to faithfully comply with all of the terms and conditions included in this Agreement in connection with a portion of the Property, this Agreement may be modified or terminated by the Board after consultation with and with written notice to the Developer and upon compliance with the requirements of Valley County Code and the notice and cure provisions set forth below.
6. Remedies. This Agreement shall be enforceable in any court of competent jurisdiction by either the County or the Developer, or by any successor or successors in title or interest or by the assigns of the Parties. Enforcement may be sought by an appropriate action at law or in equity to secure the performance of the covenants, agreements, conditions, and obligations contained herein.
 - a. In the event of a material breach of this Agreement, the Parties agree that the County and the Developer shall have thirty (30) days after delivery of notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein; provided, however, that in the case of any such default that cannot with diligence be cured within such thirty (30) day period, if the defaulting Party shall commence to cure the same within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
 - b. Further approvals, such as building permits will not be issued or recordation of plats, until the breach of this Agreement is remedied.
 - c. In the event the performance of any covenant to be performed hereunder by either the County or the Developer is delayed for causes which are beyond the reasonable control of the Party responsible for such performance, which shall include, without limitation, natural disasters, pandemics, changes in the law, emergency orders, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
7. Notices. Any and all notices, demands, requests, and other communications required to be given hereunder by either of the Parties shall be in writing and be deemed properly served or delivered, if

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delivered by hand to the Party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, addressed as follows:

To the County:

Valley County
c/o Director, Planning & Development Services Department
PO Box 1350
700 S. Main St.
Cascade, Idaho 83611

To the Developer:

Shoemaker Properties LLC
C/O Craig Shoemaker
2265 S Riverburch PI
Eagle, ID 83615

or at such other address, or to such other Party which any Party entitled to receive notice hereunder designates to the other in writing as provided above.

8. Attorneys' Fees. Should any litigation be commenced between the Parties concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall survive any default, termination, or forfeiture of this Agreement.

9. Time is of the Essence. The Parties acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the Party so failing to perform.

10. Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the Parties' respective heirs, successors, assigns, and personal representatives, including the County's corporate authorities and their successors in office. This Agreement shall be binding on the owner of the Property, each subsequent owner and each other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefitted and bound by the conditions and restrictions herein expressed.

11. Final Agreement; Modification. This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between the Developer and the County relative to the subject matter hereof, and there are no promises, agreements, conditions, or understanding, either oral or written, express or implied, between the Developer and the County, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to County, to a duly adopted ordinance or resolution of the County.

a. This Agreement shall not preclude the application of any law that is specifically mandated and required by changes in state or federal laws or regulations. In the event such law prevents or precludes compliance with one or more provisions of this Agreement, the County and the Developer shall meet and confer to determine how provisions of this Agreement would need to be modified or suspended in order to comply with the law while still allowing the project to proceed substantially in accordance with the Written Decision. The Developer shall prepare and process the necessary amendment or amendments to this Agreement reasonably required in order to complete the development of the Property in accordance with the Written Decision.

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12. Invalid Provisions. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, except that if any provision of this Agreement is held invalid which the Developer deems essential to its development of the Property, the Developer may, at its sole discretion, declare this entire Agreement null and void of no force and effect and thereby relieve all Parties from any obligations hereunder.

13. No Agency, Joint Venture or Partnership. The County and the Developer hereby agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the County and the Developer joint venturers or partners.

14. Construction. This Agreement has been reviewed and revised by legal counsel for both the County and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

15. Choice of Law. This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Fourth Judicial District, Valley County, State of Idaho.

[end of text; signatures on following page]

IN WITNESS WHEREOF, the Parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year last written below, the same being done after public hearing, notice and statutory requirements having been fulfilled.

THE COUNTY:

VALLEY COUNTY, IDAHO,

ATTEST:

By: _____
Sherry Maupin, County Commissioner

Dated: _____

By: _____
Katlin Caldwell, County Commissioner

Dated: _____

By: _____
Neal Thompson, County Commissioner

Dated: _____

By: _____
Maria Guest, Administrative Assistant

Dated: _____

STATE OF IDAHO)
) ss.
County of Valley)

On this _____ day of _____ 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Katlin Caldwell, Sherry Maupin, and Neal Thompson, known or identified to me to be the Board of County Commissioners and EX-OFFICIO COUNTY CLERK of VALLEY COUNTY, the body politic of the State of Idaho that executed the instrument or the person who executed the instrument on behalf of said body politic, and acknowledged to me that such body politic executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My commission expires: _____

THE DEVELOPER:

By: _____
Craig Shoemaker, Manager

Dated: _____

STATE OF IDAHO)
) ss.
County of Valley)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Craig Shoemaker, known or identified to me to be the MANAGER of Shoemaker Properties LLC, the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that said limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
My commission expires: _____

EXHIBITS:

- Exhibit A: Legal Description of the Property
- Exhibit B: Conditions of Zoning Approval
- Exhibit C: Development Agreement Conditions

EXHIBIT 'A'

(Need)

EXHIBIT 'B'
Conditions of CUP Approval

1. The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and, may include revocation or suspension of the conditional use permit.

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2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
3. The use shall be established within one year of the date of approval, or a permit extension will be required.
4. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.
5. Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site. The fee for engineering review shall be reimbursed at 105% prior to obtaining building permits.
6. Must comply with requirements of the Donnelly Fire District.
7. All lights shall be fully shielded so that there is not upward or horizontal projection of lights.
8. Shall obtain building permit for the structures.
9. Shall obtain a sign permit prior to installation of a sign.
10. All noxious weeds on the property must be controlled.
11. Snow must be stored on-site.
12. The site must be kept in a neat and orderly manner.
13. Any use other than storage buildings and an office will require an additional conditional use permit.
14. Shall obtain Central District Health approval prior to issuance of a building permit.
15. Berm should be elevated above new grade and not have a slope no greater than 3:1.
16. Landscaping should be installed within one year after the first structure is completed. Irrigation for the landscaping shall be pressurized. The caliper of the trees shall be increased to a minimum of 3". If landscaping dies it shall be replaced.
17. A minimum of one tree should be planted for every 25 feet of linear street frontage. The trees may be grouped or planted in groves.
18. Must have an approach permit from the Valley County Road Department and/or Idaho Transportation Department.
19. Hours of operation are limited to 6:00 a.m. to 10:00 p.m. Gates will be locked when closed.
20. No outside storage allowed.
21. Prior to construction of any on-site improvements, the applicant shall meet with the Valley County Road Director and/or Board of County Commissioners to discuss off-site road improvements. If an agreement cannot be reached the application shall be set for another public hearing with the Valley County Planning and Zoning Commission to determine if the application can be approved without improvements and still meet their mandates concerning public health, safety, and welfare matters. The discussion will be concerning current road conditions and potential mitigation for impacts caused by the development.
22. Shall maintain irrigation system through the property in alignment with state conveyance rights and rules.
23. Shall not increase runoff onto neighboring properties.
24. Traffic Impact Study to Idaho Transportation Department should explore deceleration and turn lanes.

Commented [CH2]: Conditions of approval may be changed by the Board of County Commissioners

EXHIBIT 'C' Development Agreement Conditions

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1. **Compliance with Plans.** Substantial compliance with plans and specifications submitted to and on file in the Planning and Zoning Department received August 12, 2022, except as expressly modified herein or pursuant to application to the County.

2. **Infrastructure.**

- a. Sewer and Water. Individual Well and Septic System
- b. Access. Eagle LN and Old State RD
- c. Design. Public self-storage facility. Will include an office and five storage buildings totaling approximately 97,125 sq. ft. See renderings – **Attachment D.**
- d. Stormwater Management and Drainage. Stormwater management and drainage shall be provided in accordance with the grading and drainage plans as approved by the Valley County Engineer. Any property affected by jurisdictional wetlands shall require application and approval by the U.S. Army Corps of Engineers.

3. **Phasing Plan.** The project shall be completed in two (2) phases.

4. **Fire Department.** Will have approval from Donnelly Fire District prior to issuance of building permits.

5. **Amendment.** No changes or amendments to this Agreement shall be permitted unless specifically agreed in writing by Developer and the County in accordance with then-applicable County ordinance requirements.

6. **Traffic Mitigation.** The following mitigation will occur to alleviate the impacts to the county road system:

Topic of Discussion: During the public hearing process it was stated that the intersection of Old State RD and Highway 55 would be made a 90 turn with a turn lane...is this still part of the proposal.

I. Off-Site Road Improvement Agreement

A. Shoemaker Properties LLC shall not be required to dedicate real property adjacent to Eagle Lane or Old State Road to Valley County for additional right-of-way under this Development Agreement. Accordingly, no right-of-way credit shall apply to this Development Agreement.

B. The Valley County Public Works Engineer has evaluated the off-site roadway impacts of CUP 22-34 consistent with Resolution 2025-06 Development Agreement Policy, Resolution 2025-12 Development Agreement Cost Estimates, and the applicable Valley County Development Agreement Cost Estimates for the Valley County Road System. After review of the traffic the Project is expected to generate and the current and future capacity of nearby roads, Valley County determined a planning-level proportional roadway participation estimate of fifteen thousand six hundred eighty-two dollars (\$15,682). Old State Road is the roadway most directly impacted by the Project. Because no right-of-way dedication credit applies to the Project, the remaining planning-level roadway participation amount is fifteen thousand six hundred eighty-two dollars (\$15,682), to be satisfied through this Development Agreement by cash payment or Board-approved in-kind work.

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C. Shoemaker Properties LLC shall satisfy its proportional roadway participation obligation through one of the two options below. The amount stated above is a planning-level estimate subject to Board approval and Development Agreement negotiation and may be satisfied by cash payment or approved in-kind work. This Agreement applies only to CUP 22-34 as approved and does not establish roadway participation obligations for materially revised development. The selected option, initialed by the representative for Shoemaker Properties LLC, becomes binding upon recordation of this Development Agreement.

The parties acknowledge that the applicable Valley County Development Agreement Cost Estimates for the Valley County Road System are the basis for determining Shoemaker Properties LLC's proportional roadway participation obligation for the Project. Shoemaker Properties LLC's proportional roadway participation obligation may be satisfied by cash payment to Valley County or by Board-approved in-kind work as provided in this Agreement and may be satisfied prior to platting or in conjunction with platting, as determined by Valley County through the development review and approval process. The administration, use, and timing of expenditure of any cash contribution paid to Valley County shall be governed by applicable County resolutions, policies, and procedures, as adopted or amended.

(1) Option 1: Pay a cash contribution to Valley County representing the project's proportionate share of the off-site public roadway improvements required to mitigate the impacts of CUP 22-34. The proportional roadway participation amount has previously been determined to be fifteen thousand six hundred eighty-two dollars (\$15,682), with no deduction for right-of-way dedication because no right-of-way dedication is required. The remaining off-site roadway participation contribution for Old State Road improvements equals fifteen thousand six hundred eighty-two dollars (\$15,682). Payment is due on or before December 31, 2026. Within thirty (30) days of recordation of this Development Agreement, Shoemaker Properties LLC shall provide financial assurances sufficient to ensure that funds are available to successfully complete the mitigation project. The form and sufficiency of the financial assurances offered by Shoemaker Properties LLC must be approved by the Valley County Road Director or Board of County Commissioners. All cash contribution amounts paid to Valley County shall be used by Valley County to improve Old State Road or Eagle Lane Right of Way adjacent to the development parcel boundaries. Funds shall be expended by Valley County within two (2) years from the date of payment by Shoemaker Properties LLC.

Option #1 election: _____
Shoemaker Properties LLC

(2) Option 2: In lieu of the cash contribution described in Option 1 above, Shoemaker Properties LLC shall provide in-kind services for improvements to Old State Road as detailed below. The parties agree that the value of the in-kind services shall be credited toward the proportional roadway participation amount established by this Development Agreement and that, upon successful completion of the mitigation project described in Option 2, Shoemaker Properties LLC shall have satisfied all off-site roadway participation obligations required by this Development Agreement to the extent of the approved value of such work. All in-kind construction shall be successfully completed by passing final inspection by the Valley County Road and Bridge Department by December 31, 2027. All risks associated with increased engineering, construction, labor, material, permitting, and administrative costs are assumed by Shoemaker Properties LLC, and Shoemaker Properties LLC hereby waives any right to reimbursement from Valley County for any and all costs that exceed the cash contribution described in Option 1.

- Old State Road or Eagle Lane Right of Way Improvements
- Before commencement of any design or construction for improvements within Valley County right-of-way, Shoemaker Properties LLC shall retain, at its sole cost, an Idaho licensed professional engineer or qualified engineering firm to prepare all plans, specifications, estimates, and supporting materials required by Valley County for review of the proposed improvements. All engineering and design work shall be completed in accordance with Valley County standards and nationally accepted engineering guidelines and practices applicable to the improvements.

- Any work within Valley County right-of-way shall also require Shoemaker Properties LLC to complete and obtain approval of Valley County's Application for Permit to Perform Work Within County Right-of-Way and any associated Construction in Right-of-Way Permit, and all such work shall be performed in accordance with the permit conditions and all applicable County, state, and federal requirements.

Option #2 election: _____
Shoemaker Properties LLC
Attachment D "Renderings"

DRAFT