

REQUEST City of Nampa
TYPE misc FEE 42.00

APR 10 AM 9 45
NED J KERR
FOR ONLY RECORDE
Agg.

137
RECORDED
9808448

ORDINANCE NO. 2709

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO, AMENDING THE CITY OF NAMPA COMPREHENSIVE PLAN FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL, OFFICE AND RETAIL FOR CERTAIN LANDS LOCATED AT 3206 AND 3106 12TH AVENUE ROAD, IN THE CITY OF NAMPA, IDAHO; ANNEXING AND ZONING CERTAIN LANDS LOCATED AT 3206 AND 3106 12TH AVENUE ROAD, IN THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND ZONING TO BC, SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA; DIRECTING THE PROPER OFFICIALS OF THE CITY OF NAMPA TO TAKE ALL NECESSARY STEPS TO GIVE EFFECT TO THIS ORDINANCE; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

CITY OF NAMPA
IMAGED
000000092

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NAMPA, IDAHO:

Section 1: That the City of Nampa Comprehensive Plan be amended from Low Density Residential to Commercial, Office and Retail as said Comprehensive Plan pertains to the following described real property:

See Exhibit "A" attached hereto and incorporated herein by this reference.

Property Address: 3206 and 3106 12th Avenue Road
Nampa, Idaho.

Section 2: That the proper officers of the City be, and they are hereby directed to amend the City of Nampa Comprehensive Plan.

Section 3: That the above described real property, and all thereof, be, and the same is hereby annexed and made a part of the City of Nampa, Idaho.

Section 4: That the real property so annexed, as described in Exhibit "A" above, shall be zoned BC.

Section 5: That this annexation and zone ordinance is further subject to and limited by certain Development Agreements entered into between the parties, a

RECEIVED

JUL 06 2009

TECHNICAL SUPPORT

1999 JA 32 AM 8:46

copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.

Section 6: That the City Engineer is hereby directed to alter the Use and Area Map in accordance with this Ordinance.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 2nd DAY OF March, 1998.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 2nd DAY OF March, 1998.

Approved:

By Martine Hawn
Mayor

Attest:



By Martine A. Hawn
City Clerk

RECEIVED

JUL 06 2009

TECHNICAL SUPPORT

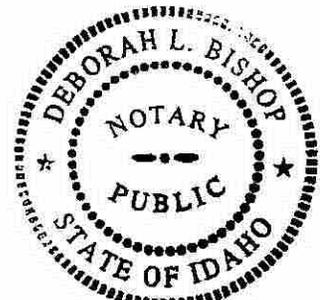
State of Idaho)

Canyon County)

Subscribed and sworn to before me this 2nd day of March,
1998

Deborah L. Bishop

Deborah L. Bishop
Residing at: Nampa, Canyon County, Idaho
My Commission Expires: 6/13/2001



Commission Expires 6/13/2001

RECEIVED

JUL 06 2009

TECHNICAL SUPPORT

EXHIBIT "A"

**COMPREHENSIVE PLAN AMENDMENT
FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL/OFFICE/RETAIL
ANNEXATION AND DEVELOPMENT AGREEMENT ZONING TO
BC (COMMUNITY BUSINESS) FOR 3106 AND 3202 12TH AVENUE ROAD**

A portion of the West half of Section 3 and a portion of the East half of Section 4, both of Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of the NW1/4, SW1/4, Section 3, T. 2 N., R. 2 W., B.M., Canyon County, Idaho and running S 89° 33' 58" E 60.00 feet along the Northerly boundary thereof to a point on the Easterly right-of-way of 12th Avenue Road (State Highway 45), which point shall be the REAL POINT OF BEGINNING;

thence S 00° 19' 23" W 151.00 feet along said Easterly right-of-way of 12th Avenue Road to a point;

thence S 89° 33' 58" E 250.00 feet along a line parallel to and 151.00 feet Southerly from said Northerly boundary of said NW1/4, SW1/4, Section 3 to a point;

thence N 00° 19' 23" E 121.00 feet along a line parallel to and 310.00 feet Easterly from the Westerly boundary of said NW1/4, SW1/4, Section 3 to a point on the Southerly right-of-way of Dooley Lane;

thence along said Southerly right-of-way of Dooley Lane the following courses and distances:

S 89° 33' 58" E 34.48 feet to a point of curve;

thence Easterly 182.30 feet along a curve to the right, having a radius of 273.33 feet, tangent lengths of 94.68 feet, a central angle of 38° 12' 47" and whose long chord bears S 70° 27' 35" E 178.94 feet to a point of reverse curve;

thence Southeasterly 108.95 feet along a curve to the left, having a radius of 333.34 feet, tangent lengths of 54.96 feet, a central angle of 18° 43' 34" and whose long chord bears S 60° 42' 58" E 108.46 feet to a point of reverse curve;

thence leaving said Southerly right-of-way of Dooley Lane and bearing Southeasterly 28.58 feet along a curve to the right, having a radius of 20.00 feet, tangent lengths of 17.34 feet, a central angle of 81° 51' 53" and whose long chord bears S 29° 08' 48" E 26.21 feet to a point of tangent;

thence S 11° 47' 08" W 15.69 feet to a point of curve;

RECEIVED

JUL 06 2009

TECHNICAL SUPPORT

thence Southerly 137.19 feet along a curve to the left, having a radius of 160.00 feet, tangent lengths of 73.13 feet, a central angle of 49° 07' 38" and whose long chord bears S 12° 46' 41" E 133.03 feet to a point of tangent;

thence S 37° 20' 30" E 108.58 feet to a point;

thence at right angles S 52° 39' 30" W 376.56 feet to a point on the centerline of the Robinson Lateral;

thence along said centerline of the Robinson Lateral the following courses and distances:

N 12° 32' 52" W 9.39 feet to a point of curve;

thence Northwesterly 118.68 feet along a curve to the left, having a radius of 102.03 feet, tangent lengths of 67.08 feet, a central angle of 66° 38' 44" and whose long chord bears N 45° 52' 14" W 112.10 feet to a point on a non-tangent line;

thence N 79° 07' 58" W 58.11 feet to a point;

thence N 89° 05' 37" W 52.31 feet to a point of curve;

thence Westerly 51.70 feet along a curve to the right, having a radius of 72.71 feet, tangent lengths of 27.00 feet, a central angle of 40° 44' 30" and whose long chord bears N 68° 43' 22" W 50.62 feet to a point of tangent;

thence N 48° 21' 07" W 104.88 feet to a point;

thence N 51° 50' 47" W 48.34 feet to a point on said Easterly right-of-way of 12th Avenue Road;

thence leaving said centerline of the Robinson Lateral and bearing N 89° 40' 37" W 120.00 feet to a point on the Westerly right-of-way of said 12th Avenue Road;

thence N 00° 19' 23" E 410.75 feet along said Westerly right-of-way of 12th Avenue Road to a point on the Northerly boundary of the SE1/4, Section 4, T. 2 N., R. 2 W., B.M., Canyon County, Idaho;

thence N 00° 20' 02" E 356.72 feet along said Westerly right-of-way of 12th Avenue Road to a point;

thence at right angles S 89° 39' 58" E 120.00 feet to a point on said Easterly right-of-way of 12th Avenue Road;

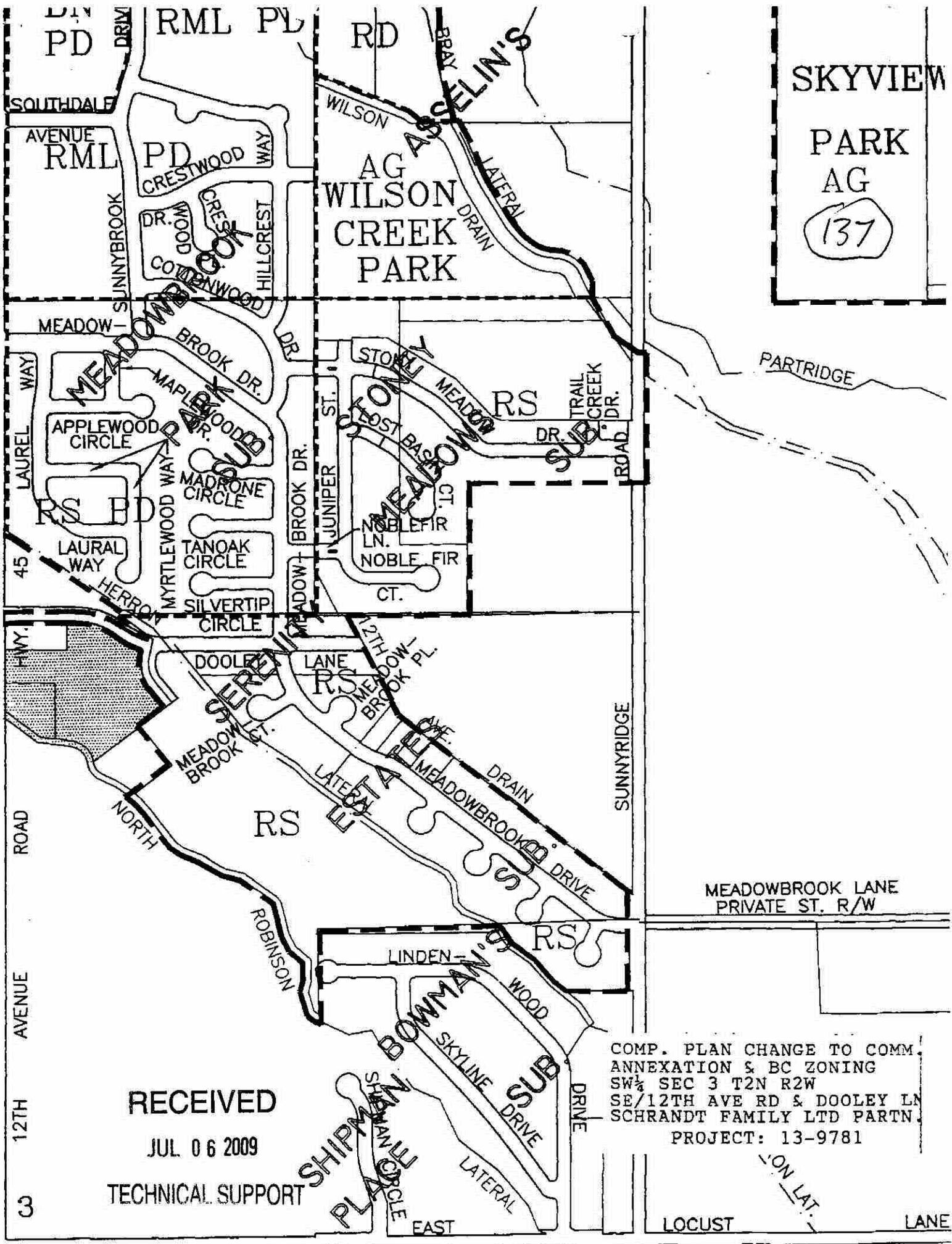
thence S 00° 20' 02" W 356.58 feet along said Easterly right-of-way of 12th Avenue Road to the REAL POINT OF BEGINNING.

Containing 7.70 acres, more or less.

RECEIVED

JUL 06 2009

TECHNICAL SUPPORT



SKYVIEW
 PARK
 AG
 (137)

RECEIVED

JUL 06 2009

TECHNICAL SUPPORT

COMP. PLAN CHANGE TO COMM.
 ANNEXATION & BC ZONING
 SW 1/4 SEC 3 T2N R2W
 SE/12TH AVE RD & DOOLEY LN
 SCHRANDT FAMILY LTD PARTN.
 PROJECT: 13-9781

3

LOCUST LANE

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, made and entered into this 3rd day of March 1998, by and between the City of Nampa, a municipal corporation, hereinafter referred to as "City", and Schrandt Family Ltd. Partnership, hereinafter referred to as "Schrandt."

WITNESSETH

WHEREAS, Schrandt has applied to the City for annexation with development agreement zoning to BC (Community Business) in anticipation of developing the Property located at the southeast corner of the intersection of 12th Avenue Road and Dooley Lane, described more particularly on Exhibit A attached hereto (the "Property") for the development, construction, and operation of retail store; and

WHEREAS, the Nampa City Code allows a property owner or developer to request that an application for zoning be processed in connection with the execution of a development agreement, wherein through such development agreement, a property owner or developer may agree to make written commitments concerning the use or development of a subject parcel in exchange for the change of zoning requested; and

WHEREAS, the City desires to encourage Schrandt to develop the Property because the development proposed by Schrandt is in the public interest. The City believes that development by Schrandt will generate additional tax revenue, provide employment, and stimulate beneficial commercial growth and development; and

WHEREAS, the City has approved the requested annexation with zoning to BC (Community Business) subject to the following terms or commitments and desires to formalize and clarify the respective obligations of the parties.

NOW THEREFORE, the parties hereto do hereby agree to the following commitments or terms as follows:

1. This development agreement shall not prevent the City in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by the City in exercise of its police powers that do not conflict with Schrandt's property rights, the parties' commitments applicable to the Property as set forth herein or the BC zone classification approved hereby.
2. This Development Agreement and the development proposed shall be subject to general conformance with the conceptual site development plan attached hereto as Exhibit B. This shall include general compliance with the proposed building design and configuration, adjacent roadway improvements, and provision of the landscaped open space areas shown.
3. Prior to issuance of any construction permits, the applicant shall submit to the Planning Department detailed landscape plans outlining the landscape buffering treatment between the commercial site and the adjacent residential areas.

RECEIVED

JUL 06 2009

4. Schrandt shall provide curb, gutter, sidewalk, and road widening to the ultimate road section on Dooley Lane and 12th Avenue Road along the full frontage of the Property on both roadways.
5. Schrandt shall provide transition paving to the existing pavement along the widened roadway sections.
6. Schrandt shall provide one access onto Dooley Lane from the Property at least 300 feet from the intersection of Dooley Lane and 12th Avenue Road.
7. Schrandt shall provide one access onto 12th Avenue Road from the Property at least 300 feet from the intersection of 12th Avenue Road and Dooley Lane.
8. Schrandt shall pave a strip on the westerly side of 12th Avenue Road approximately 6 feet wide to accommodate the restriping of the roadway south of Dooley Lane to accommodate a left turn bay into the approach to the Property.
9. Parking lot areas shall be configured for adequate fire truck access and all special conditions required of the Nampa fire department shall be met.
10. All site landscape areas shall be maintained by Schrandt or his successors or assigns, as required by law.
11. All parking lot lighting shall be shielded so it will not reflect light onto the adjacent residential areas.
12. The development shall comply with the following provisions regarding outside display and storage of merchandise or supplies as noted for the specific areas of the site as designated on the conceptual site development plan attached hereto as Exhibit B:

Area #1 – This area may be used for temporary storage of bags of wood pellets, with storage to extend no more than 5' from the building.

Areas #2 and 3 – During fall months these areas may be used for the outside storage and display of doghouses, pet porters, log splitters, etc. During spring months these areas may be used for the outside storage and display of power equipment, and nursery and yard and garden items.

Area #4 – This area may be used for the temporary storage of landscape timbers, peatmoss, bag products, potting soil, etc.

Area #5 – This area may be used during the fall months for storage of hay, straw, bale feeders, portable corral panels, railroad ties, dog kennels, power equipment attachments, etc.

RECEIVED

JUL 06 2009

Area #6 – This area may be used for display of palettes of fruits, vegetables, and nursery items.

Area #7 – This area may be used only as a temporary display area of new yard items or as an area for the conduct of community service events. This area shall be signed or stripped as not available for vehicular parking. All items displayed in this area shall be located outside the vision clearance area of the intersection.

In addition said storage and display shall not encroach upon any adjoining parking spaces, parking aisles or sidewalks.

13. This development agreement is intended to be supplemental to all other local, City, State and Federal Code requirements, rules and regulations, and is established to assure compatibility of the resulting land use with the surrounding area.
14. The provisions and stipulations of this development agreement shall be binding on the City, Schrandt, each subsequent owner, and each other person acquiring an interest in the Property.
15. This development agreement may be modified only by agreement of Schrandt and the City Council of the City of Nampa, Idaho after complying with any notice and hearing procedures that may be required under Idaho Code 67-6511A or Nampa City Code 10-2-24 (D).
16. The execution of this development agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the subject property to its prior designation upon failure of the conditions imposed upon Schrandt by this development agreement. Provided, however, that no such consent shall be deemed to have been given unless the City provides written notice of any such failure and Schrandt fails to cure such failure within six months of such notice.
17. This development agreement and the commitments contained herein shall be terminated, and the zoning designation upon which the use is based reversed, upon the failure of Schrandt or each subsequent owner or each person acquiring an interest in the subject parcel to comply with the commitments contained herein within 2 years and after complying with the notice and hearing procedures of Idaho Code 67-6509. Provided, however, no such termination or reversal shall occur unless the City provides written notice of any such failure to comply and Schrandt fails to cure such failure within six months of such notice. The two-year period of time for compliance of commitments may be extended by the City for just cause and application for such by Schrandt, and after complying with the notice and hearing provisions of Idaho Code 67-6509.
18. It is intended by the parties that this development agreement shall be recorded on the effective date hereof as specified below, and run with the Property, as described on Exhibit A, consisting of 1page, attached hereto and incorporated herein by this reference. Further, Schrandt shall have the right to assign said agreement in the assigns, sale, or transfer of said Property.

RECEIVED

JUL 06 2009

137

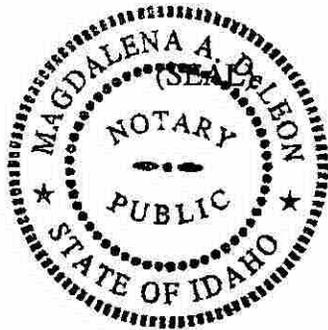
Richard Schrandt

Richard Schrandt

STATE OF IDAHO)
) ss
County of Canyon)

On this 27th day of February, in the year of 1998, before me Magdalena De Leon, personally appeared Richard Schrandt, known or identified to me, to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same, and was so authorized to do so for and on behalf of said Schrandt Family Ltd. Partnership.

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



Magdalena A. De Leon
Notary Public for Idaho
Residing at Nampa, Idaho
My Commission expires: 12/6/2000

RECEIVED

JUL 06 2009

TECHNICAL SUPPORT

EXHIBIT "A"

**ANNEXATION AND DEVELOPMENT AGREEMENT ZONING TO BC
(COMMUNITY BUSINESS) FOR PROPERTY LOCATED AT THE
SOUTHEAST CORNER OF 12TH AVENUE ROAD AND DOOLEY LANE**

A portion of the West half of Section 3 and a portion of the East half of Section 4, both of Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of the NW1/4, SW1/4, Section 3, T. 2 N., R. 2 W., B.M., Canyon County, Idaho and running S 89° 33' 58" E 60.00 feet along the Northerly boundary thereof to a point on the Easterly right-of-way of 12th Avenue Road (State Highway 45), which point shall be the REAL POINT OF BEGINNING;

thence S 00° 19' 23" W 151.00 feet along said Easterly right-of-way of 12th Avenue Road to a point;

thence S 89° 33' 58" E 250.00 feet along a line parallel to and 151.00 feet Southerly from said Northerly boundary of said NW1/4, SW1/4, Section 3 to a point;

thence N 00° 19' 23" E 121.00 feet along a line parallel to and 310.00 feet Easterly from the Westerly boundary of said NW1/4, SW1/4, Section 3 to a point on the Southerly right-of-way of Dooley Lane;

thence along said Southerly right-of-way of Dooley Lane the following courses and distances:

S 89° 33' 58" E 34.48 feet to a point of curve;

thence Easterly 182.30 feet along a curve to the right, having a radius of 273.33 feet, tangent lengths of 94.68 feet, a central angle of 38° 12' 47" and whose long chord bears S 70° 27' 35" E 178.94 feet to a point of reverse curve;

thence Southeasterly 108.95 feet along a curve to the left, having a radius of 333.34 feet, tangent lengths of 54.96 feet, a central angle of 18° 43' 34" and whose long chord bears S 60° 42' 58" E 108.46 feet to a point of reverse curve;

thence leaving said Southerly right-of-way of Dooley Lane and bearing Southeasterly 28.58 feet along a curve to the right, having a radius of 20.00 feet, tangent lengths of 17.34 feet, a central angle of 81° 51' 53" and whose long chord bears S 29° 08' 48" E 26.21 feet to a point of tangent;

thence S 11° 47' 08" W 15.69 feet to a point of curve;

thence Southerly 137.19 feet along a curve to the left, having a radius of 160.00 feet, tangent lengths of 73.13 feet, a central angle of 49° 07' 38" and whose long chord bears S 12° 46' 41" E 133.03 feet to a point of tangent;

thence S 37° 20' 30" E 108.58 feet to a point;

thence at right angles S 52° 39' 30" W 376.56 feet to a point on the centerline of the Robinson Lateral;

thence along said centerline of the Robinson Lateral the following courses and distances:

N 12° 32' 52" W 9.39 feet to a point of curve;

thence Northwesterly 118.68 feet along a curve to the left, having a radius of 102.03 feet, tangent lengths of 67.08 feet, a central angle of 66° 38' 44" and whose long chord bears N 45° 52' 14" W 112.10 feet to a point on a non-tangent line;

thence N 79° 07' 58" W 58.11 feet to a point;

thence N 89° 05' 37" W 52.31 feet to a point of curve;

thence Westerly 51.70 feet along a curve to the right, having a radius of 72.71 feet, tangent lengths of 27.00 feet, a central angle of 40° 44' 30" and whose long chord bears N 68° 43' 22" W 50.62 feet to a point of tangent;

thence N 48° 21' 07" W 104.88 feet to a point;

thence N 51° 50' 47" W 48.34 feet to a point on said Easterly right-of-way of 12th Avenue Road;

thence leaving said centerline of the Robinson Lateral and bearing N 89° 40' 37" W 120.00 feet to a point on the Westerly right-of-way of said 12th Avenue Road;

thence N 00° 19' 23" E 410.75 feet along said Westerly right-of-way of 12th Avenue Road to a point on the Northerly boundary of the SE1/4, Section 4, T. 2 N., R. 2 W., B.M., Canyon County, Idaho;

thence N 00° 20' 02" E 356.72 feet along said Westerly right-of-way of 12th Avenue Road to a point;

thence at right angles S 89° 39' 58" E 120.00 feet to a point on said Easterly right-of-way of 12th Avenue Road;

thence S 00° 20' 02" W 356.58 feet along said Easterly right-of-way of 12th Avenue Road to the REAL POINT OF BEGINNING.

Containing 7.70 acres, more or less.

RECEIVED

JUL 06 2009

TECHNICAL SUPPORT

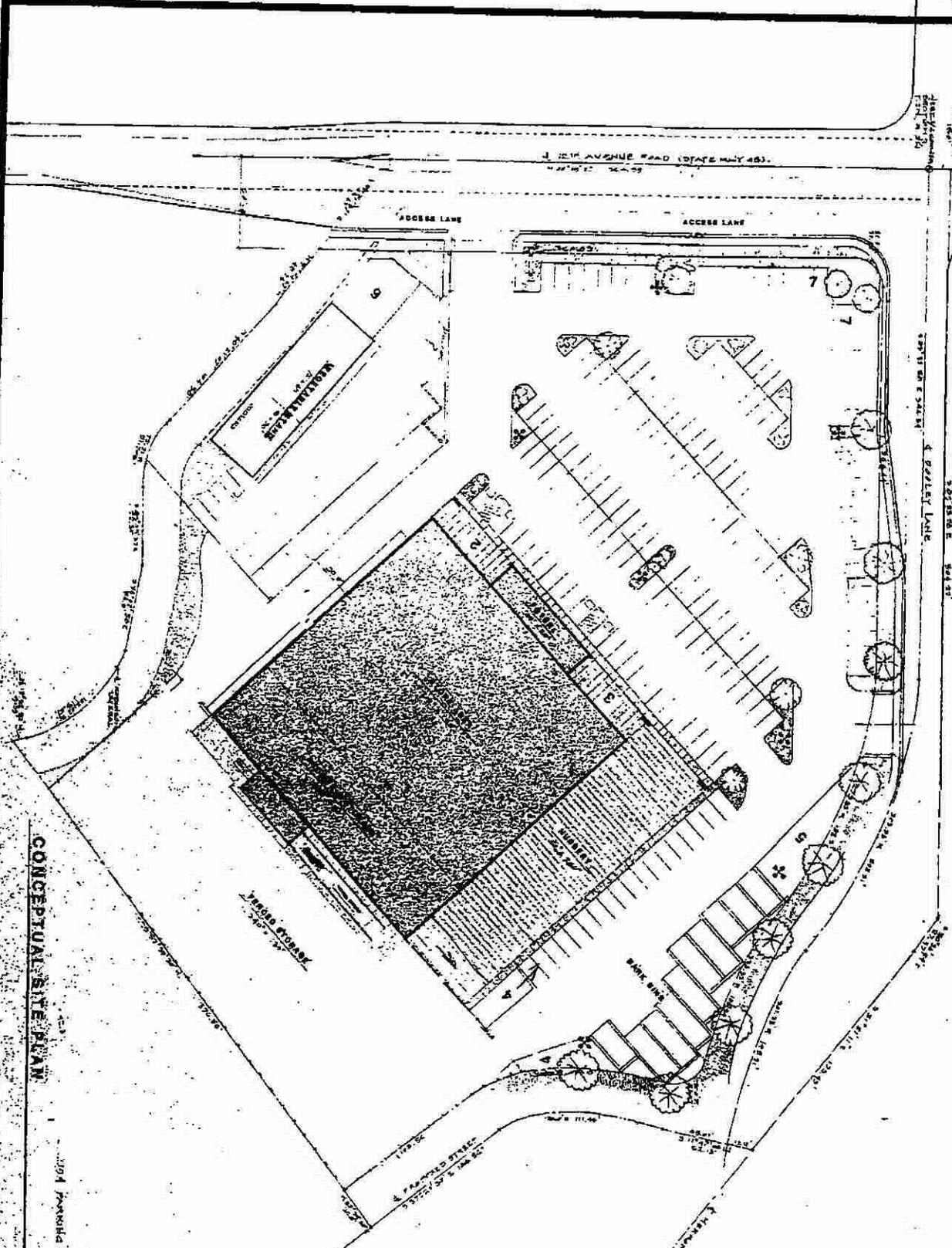


EXHIBIT "B"

RECEIVED

JUL 06 2009

TECHNICAL SUPPORT

<p>PROJECT NUMBER: SHEET NUMBER:</p>	<p>D & B SUPPLY NAMPA, IDAHO</p>	<p>ARCHITECTS</p>	<p>ROBERT J SMITH, AIA MARTIN T HASEGAWA</p>	<p>DATE: 7/2/09 PROJECT: D & B SUPPLY SHEET: 100</p>
<p>600 S. W. 30th STREET</p>		<p>TRIO, OREGON 97134</p>		<p>PHONE: 503-255-8848 FAX: 503-255-8848</p>