

ORDINANCE NO. 3899

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING APPROXIMATELY 49.38 ACRES OF REAL PROPERTY LOCATED EAST OF NORTH FRANKLIN BOULEVARD & NORTH OF EAST CHERRY LANE INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO; ZONING THE SAME RS-7, SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

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

Section 1: That the following described real property consisting of approximately 49.38 acres located east of North Franklin Boulevard & north of East Cherry Lane, and all thereof, be, and the same is hereby, ANNEXED and made a part of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to-wit:

See Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full.

Section 2: That the Exhibit A real property so annexed shall be ZONED RS-7.

Section 3: That this annexation and zone ordinance is subject to and limited by that certain Development Agreement entered into between the parties.

Section 4: That the City Engineer is hereby directed to alter and change the Use and Area Map of the City of Nampa, Idaho, to comply with this Ordinance.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 16th DAY OF November, 2009.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 16th DAY OF November, 2009.

Approved:

By [Signature] Mayor

Attest: [Signature] City Clerk

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TECHNICAL SUPPORT

2009 NOV 30 AM 10:02 WILLIAM H. HURST CANYON COUNTY RECORDER BY [Signature] RECORDING FEE

2009060419

State of Idaho )

Canyon County )

On this 16 day of November, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Dale and Diana Lambing known to be the Mayor and City Clerk, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

In Witness Whereof, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

Julie Lockey  
Julie Lockey  
Residing at: Nampa, Canyon County, Idaho  
My Commission Expires: 05/11/2011



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IDAHO  
SURVEY  
GROUP

1450 East Watertower St.  
Suite 150  
Meridian, Idaho 83642

Phone (208) 846-8570  
Fax (208) 884-5399

Project No. 03-214-01

March 31, 2009

247

**DESCRIPTION FOR  
CITY OF NAMPA ANNEXATION  
MERIWETHER PARK SUBDIVISION (REMAINDER)**

A parcel of land located in the S1/2 of the NW 1/4 of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Section 2, from which the West 1/4 corner of said section bears South 00°07'00" East, 2652.60 feet;

Thence along the West boundary line of said Section 2 South 00°07'00" East, 1063.29 feet;

Thence leaving said West boundary line North 89°53'00" East, 62.75 feet to a point in the centerline of the Purdham Drain;

Thence along said centerline the following 3 courses:

South 42°52'25" East, 269.31 feet;

Thence South 57°34'17" East, 114.67 feet;

Thence South 87°08'07" East, 160.03 feet to a point on the North boundary line of the S1/2 of the NW 1/4 of said section 2;

Thence along said North boundary line North 89°58'13" East, 660.43 feet to the **REAL POINT OF BEGINNING**;

Thence continuing along said South boundary line North 89°58'13" East, 1490.06 feet to the C-N 1/16 corner of said Section 2;

Thence along the North-South centerline of said Section 2 South 00°06'39" East, 1324.46 feet to the C1/4 corner of said Section 2;

Thence along the East-West centerline of said Section 2 North 89°59'01" West, 1324.13 feet;

Thence leaving said East-West centerline North 40°03'28" West, 196.55 feet;

Thence North 24°25'42" East, 289.10 feet;

Thence South 65°34'18" East, 94.96 feet;

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Thence North  $42^{\circ}12'04''$  East, 58.81 feet;

Thence North  $24^{\circ}25'42''$  East, 262.00 feet;

Thence North  $65^{\circ}34'18''$  West, 42.24 feet;

Thence North  $24^{\circ}25'42''$  East, 103.00 feet;

Thence North  $65^{\circ}34'18''$  West, 216.78 feet;

Thence North  $58^{\circ}53'33''$  West, 96.35 feet;

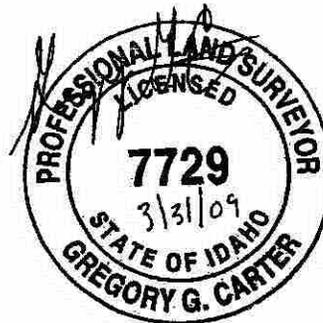
Thence North  $52^{\circ}45'29''$  West, 115.10 feet;

Thence North  $00^{\circ}15'23''$  West, 189.60 feet;

Thence South  $89^{\circ}53'00''$  West, 27.42 feet;

Thence North  $00^{\circ}05'23''$  West, 156.94 feet to the **REAL POINT OF BEGINNING**. Containing 40.38 acres, more or less.

Prepared By:  
Idaho Survey Group, P.C.



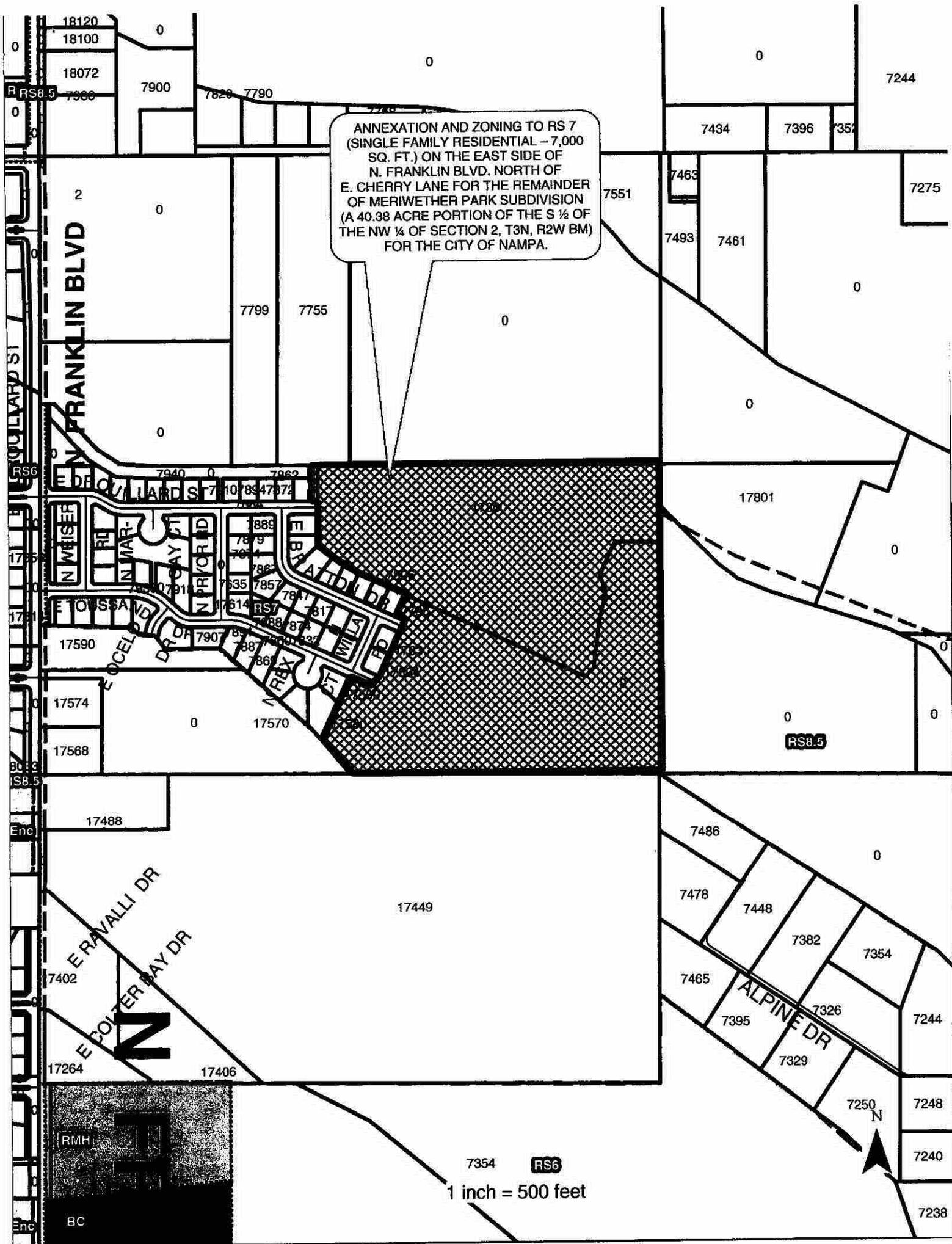
Gregory G. Carter, PLS

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TECHNICAL SUPPORT

ANNEXATION AND ZONING TO RS 7 (SINGLE FAMILY RESIDENTIAL - 7,000 SQ. FT.) ON THE EAST SIDE OF N. FRANKLIN BLVD. NORTH OF E. CHERRY LANE FOR THE REMAINDER OF MERIWETHER PARK SUBDIVISION (A 40.38 ACRE PORTION OF THE S 1/2 OF THE NW 1/4 OF SECTION 2, T3N, R2W BM) FOR THE CITY OF NAMPA.



1 inch = 500 feet



## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this 16<sup>th</sup> day of November, 2009 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and Liberty Development, Inc., hereinafter referred to as "Owner/Developer."

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### RECITALS

- A. Owner/Developer is the owner of approximately 40.38 acres of real property legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").
- B. Owner/Developer consented to annexation and zoning of the property on December 3, 2001, and the Owner/Developer initiated the annexation on March 17, 2009 (the "**date of application**") for annexation and zoning of the Property to RS 7 (Single Family Residential – 7,000 sq. ft.) in anticipation of the eventual use of the Property for residential subdivision development (the "**Project**").
- C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to annex and zone the Property and enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.
- D. City's Planning and Zoning Commission and City's City Council have held public hearings as prescribed by law with respect to the annexation, zoning and development of the Property and this Agreement. City has approved the requested annexation and zoning of the Property to RS 7 (Single Family Residential – 7,000 sq. ft.) subject to the terms and commitments contained in this Agreement.

### 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 receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties' commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation..
2. This Agreement is intended to be supplemental to all other local, city, state and federal Code requirements, rules and regulations, and is established to help assure the compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this Agreement conflicts with any provision of the Nampa City Code, this Agreement shall prevail to the extent permitted by law.

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3. The provisions and stipulations of this Agreement shall be binding on City, Owner/Developer, each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in the conditions of approval attached hereto as **Exhibit "B"**, and by this reference incorporated herein.

4. This Agreement may be modified only by the written agreement of Owner/Developer and the City after complying with the notice and hearing procedures required under Idaho Code Section 67-6511A or Nampa City Code Section 10-2-5 (D) or successor provisions.

5. The execution of this Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of Owner/Developer to comply with the terms and conditions of this Agreement. Provided, however, that no such consent shall be deemed to have been given unless City provides written notice of any such failure and Owner/Developer or its successors and/or assigns fails to cure such failure as set forth below.

6. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of Owner/Developer, or each subsequent owner or each person acquiring an interest in the Property, to comply with the commitments contained herein within two (2) years after the Effective Date, and after the notice and hearing requirements of Idaho Code Section 67-6509 have been complied with by City. Provided, however, no such termination or reversal shall occur unless City provides written notice of Owner/Developer's failure to comply with the terms and conditions of this Agreement to Owner/Developer and Owner/Developer fails to cure such failure within six (6) months of Owner/Developer's receipt of such notice. The two (2) year period of time for compliance with commitments may be extended by City for good cause upon application for such extension by Owner/Developer, and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

7. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is file. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this agreement or the annexation pursuant thereto.

8. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, Owner/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

9. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions herein shall not be effected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

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**DEC 11 2009**

10. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner/Developer and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, oral or written, express or implied, between Owner/Developer and City, 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 hereto unless reduced to writing and signed by the parties or their successors-in-interests or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.

11. Should any litigation be commenced between the parties hereto 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.

12. This Agreement may be executed in counterparts, each of which shall constitute an original, all of which together shall constitute one and the same Agreement.

13. In the event Owner/Developer, its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner/Developer or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

a. A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by Owner/Developer of any default by City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of Owner/Developer or apply to any subsequent breach of any such or other covenants and conditions.

b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner/Developer shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting party's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner/Developer for the portion of the Property still owned by Owner/Developer.

c. In the event the performance of any obligation to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

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d. In addition to the remedies set forth above, in the event of a default by Owner/Developer, or any other party claiming an interest herein, City may withhold building permits for any remaining lots within the development until such time as the default is cured.

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



CITY OF NAMPA

Handwritten signature of Tom Dale in cursive script.

Tom Dale, Mayor

Handwritten signature of Diana Lambing in cursive script.

Attest: Diana Lambing, City Clerk

OWNER/DEVELOPER  
Liberty Development, Inc.

Handwritten signature of John A. Laude Sr. in cursive script.

John A. Laude Sr., President

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TECHNICAL SUPPORT



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

A parcel of land located in the S ½ of the NW ¼ of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Section 2, from which the West ¼ corner of said section bears South 00°07'00" East, 2652.60 feet;

Thence along the West boundary line of said Section 2 South 00°07'00" East, 1063.29 feet;

Thence leaving said West boundary line North 89°53'00" East, 62.75 feet to a point in the centerline of the Purdham Drain;

Thence along said centerline the following 3 courses:

South 42°52'25" East, 269.31 feet;

Thence South 57°34'17" East, 114.67 feet;

Thence South 87°08'07" East, 160.03 feet to a point on the North boundary line of the S ½ of the NW ¼ of said Section 2;

Thence along said North boundary line North 89°58'13" East, 660.43 feet to the REAL POINT OF BEGINNING:

Thence continuing along said South boundary line North 89°58'13" East, 1490.06 feet to the C-N 1/16 corner of said Section 2;

Thence along the North-South centerline of said Section 2 South 00°06'39" East, 1324.46 feet to the C ¼ corner of said Section 2;

Thence along the East-West centerline of said Section 2 North 89°59'01" West, 1324.13 feet;

Thence leaving said East-West centerline North 40°03'28" West, 196.55 feet;

Thence North 24°25'42" East, 289.10 feet;

Thence South 65°34'18" East, 94.96 feet;

Thence North 42°12'04" East, 58.81 feet;

Thence North 24°25'42" East, 262.00 feet;

Thence North 65°34'18" West, 42.24 feet;

Thence North 24°25'42" East, 103.00 feet;

Thence North 65°34'18" West, 216.78 feet;

Thence North 58°53'33" West, 96.35 feet;

Thence North 52°45'29" West, 115.10 feet;

Thence North 00°15'23" West, 189.60 feet;

Thence South 89°53'00" West, 27.42 feet;

Thence North 00°05'23" West, 156.94 feet to the REAL POINT OF BEGINNING.

Containing 40.38 acres, more or less.

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LIBERTY DEVELOPMENT SUPPORT

## EXHIBIT "B"

### CONDITIONS OF APPROVAL

1. The City acknowledges and accepts the Preliminary Plat for Meriwether Park Subdivision as approved by and through Canyon County, and agrees that Final Plats for each phase of Meriwether Park shall be accepted and approved through the City of Nampa. The approved preliminary plat is attached as Exhibit "C". The first phase has been completed and is attached as Exhibit "D".
2. The Owner/Developer shall establish and enforce Covenants, Conditions, and Restrictions to be recorded against the Property proposed for residential subdivision development which contain the following minimum design standards for single family dwellings:
  - a. All dwellings shall be provided with eaves which project not less than twelve (12) inches beyond the side of the exterior wall.
  - b. The elevation of residential dwellings oriented towards a public street shall provide varied wall planes and are encouraged to include architectural features such as but not limited to roof lines, belly bands, pop-outs, cantilevers, material variations, color variations, eave "eyebrows", etc. so as to provide a break in the front elevation of the dwelling.
  - c. The roof pitches for the conditioned area of the dwellings shall be a minimum of 5/12 pitch, the roof pitch for an unconditioned area of the dwelling shall be a minimum of 4/12.
  - d. Roof coverings for dwellings shall be of materials generally accepted as the industry standard and shall be black shingles so as to provide a uniform and consistent material throughout the subdivision.
  - e. Front elevations of dwellings shall incorporate varied wall planes or roof forms, and main entries shall be defined by incorporating architectural elements such as roof gables, dormers, stairways, vestibules, wainscoting, lighting, patios, porches, etc.
  - f. Front elevations shall include stucco, stone, brick, or other architectural elements.
  - g. Dwellings shall be encouraged which feature a side entry garage.
  - h. Dwellings shall include design features such as recessed windows and entrance doors, pop-outs, or other architectural details around windows, entrance doors, sliding glass doors, and garage doors. Window treatments may also include additional trim, mullions, or shutters.
  - i. No building elevation that is oriented to the public street shall have less than five (5) percent of the gross wall area in glazing, excluding garage or unconditioned areas.
  - j. Dwellings that contain a front porch, balcony or courtyard are encouraged.
  - k. Detached garages shall be architecturally compatible and consistent in material, design and colors with the dwelling and shall be situated to the side or rear of the site.

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# MERIWETHER PARK SUBDIVISION NO. 1

PLAT SHOWING  
 LOCATED IN THE NW 1/4 OF SECTION 2, T. 31N., R. 27W., B. 1M.,  
 CANYON COUNTY, IDAHO  
 2008

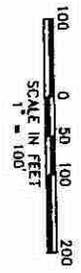
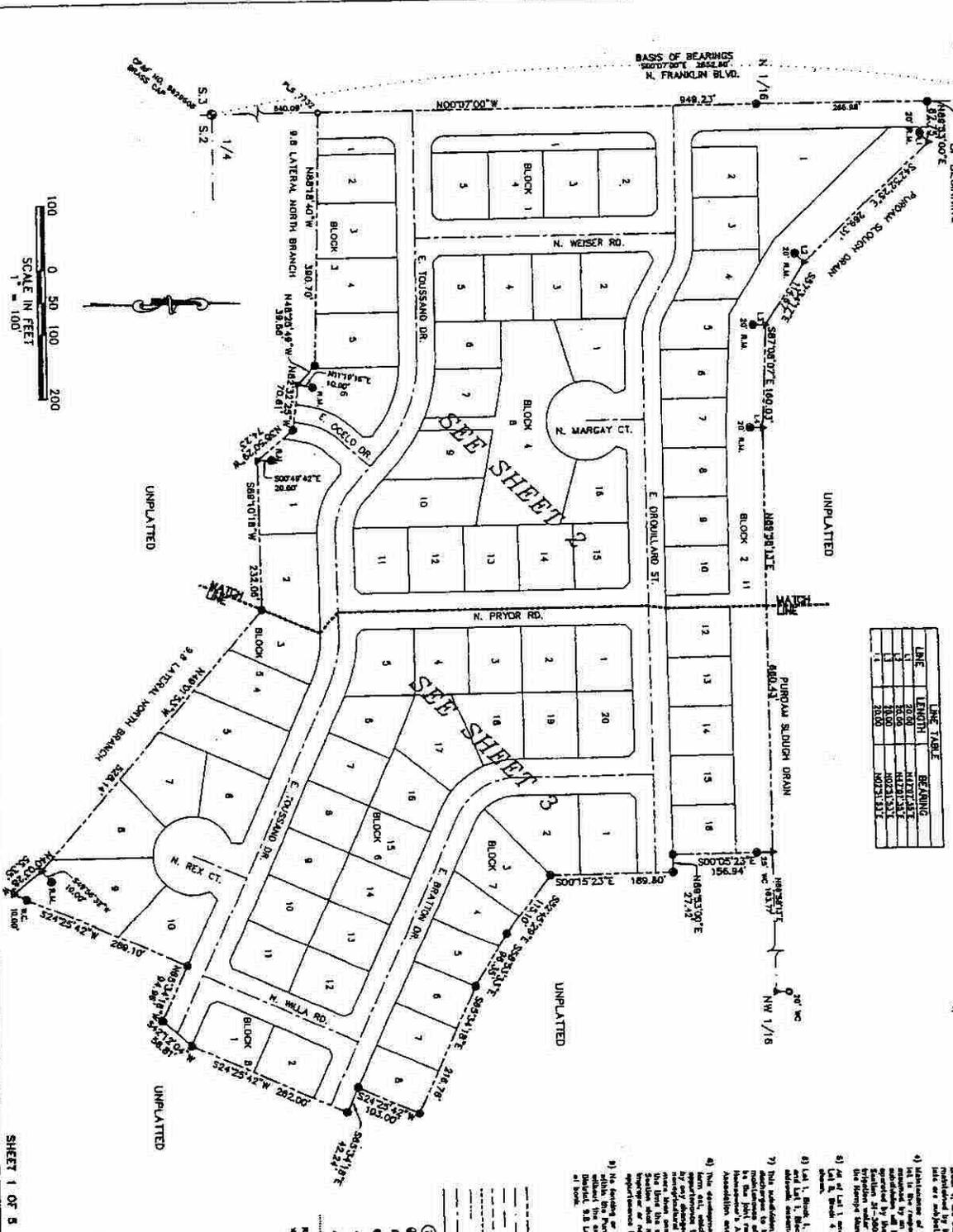
PLAT SHOWING

at 10:00 A.M.

1884 FEB 26 PM 2 07

WILLIAM H. HUBERT  
 CANYON CITY RESIDENT

LINE	LENGTH	BEARING
1	20.00	N42°31'15"E
2	20.00	N42°31'15"E
3	20.00	N42°31'15"E
4	20.00	N42°31'15"E



- NOTES:
- 1) The plat is prepared in accordance with the provisions of the Idaho Subdivision Law, Chapter 15, Title 56, Idaho Code, and the rules and regulations of the Idaho State Board of Land.
  - 2) Each side of the plat has been surveyed and the bearings and distances are correct.
  - 3) The plat is subject to the provisions of the Idaho Subdivision Law, Chapter 15, Title 56, Idaho Code, and the rules and regulations of the Idaho State Board of Land.
  - 4) The plat is subject to the provisions of the Idaho Subdivision Law, Chapter 15, Title 56, Idaho Code, and the rules and regulations of the Idaho State Board of Land.
  - 5) The plat is subject to the provisions of the Idaho Subdivision Law, Chapter 15, Title 56, Idaho Code, and the rules and regulations of the Idaho State Board of Land.

LEGEND

---	Subdivision boundary
---	Section line
---	Corner (see note 1)
---	Corner (see note 2)
---	Corner (see note 3)
---	Corner (see note 4)
---	Corner (see note 5)
---	Corner (see note 6)
---	Corner (see note 7)
---	Corner (see note 8)
---	Corner (see note 9)
---	Corner (see note 10)
---	Corner (see note 11)
---	Corner (see note 12)
---	Corner (see note 13)
---	Corner (see note 14)
---	Corner (see note 15)
---	Corner (see note 16)
---	Corner (see note 17)
---	Corner (see note 18)
---	Corner (see note 19)
---	Corner (see note 20)



**Palley Engineering, Inc.**  
 CIVIL ENGINEERING | PLANNING | CADD  
 1421 E. MAIN ST. SUITE 100  
 CANYON CITY, IDAHO 83405  
 PHONE: 208.333.1111  
 FAX: 208.333.1112  
 WWW.PALLEYENGINEERING.COM

## EXHIBIT "A-1"

### AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the "Amendment") is entered into this 21<sup>st</sup> day of September 2009 (the "**Effective Date**") by and between the City of Nampa, a municipal corporation (the "**City**") and Heritage Pointe LLC hereinafter referred to as "**Owner/Developer**".

#### RECITALS

The City and Developer entered into that certain Development Agreement (the "**Agreement**") dated 15<sup>th</sup> of May 2006.

The Agreement was recorded in the records of Canyon County, Idaho as part of that certain Ordinance No. 3578, recorded as Instrument No. 200644632 on the 8<sup>th</sup> day of June, 2006.

The Agreement was made in reference to the potential development of certain real property legally described in Exhibit A to the Agreement (the "**Property**").

The parties wish to amend the Agreement as set forth herein.

#### **AMENDMENT**

NOW, THEREFORE, for good and valuable consideration, including the covenants contained herein, the parties agree as follows:

1. Defined Terms. Except as set forth herein, the defined terms used in the Agreement shall have the same meaning in this Amendment.

2. Exhibit "C". Exhibit C to the Agreement specifically lists "Conditions of Approval". The parties agree that the following amended condition of approval shall be added to Exhibit C and made a part thereof:

**5. The Owner/Developer shall establish and enforce Covenants, Conditions, and Restrictions to be recorded against the Property proposed for residential subdivision development which contains the following minimum design standards for single family dwellings.**

**a. The minimum floor area or minimum dwelling size shall be one thousand four hundred (1,400) square feet, exclusive of the garage area.**

3. Continued Effectiveness of Terms of Agreement. Except as provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Development Agreement to be executed as of the Effective Date specified above.

**CITY:**

**City of Nampa,  
A municipal corporation**

By Tom Dale  
Tom Dale, Mayor

**OWNER/DEVELOPER:**

**HERITAGE POINTE, LLC  
an Idaho limited liability company**

By Chris S. Taylor

Attest:

By Heiana Lambing  
City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Canyon )

On this 21<sup>st</sup> day of September, in the year of 2009, before me Deborah L Bishop, personally appeared Tom Dale, known or identified to me, to be the Mayor of the City of Nampa, whose name is subscribed to be 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 City of Nampa.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 21<sup>st</sup> day of September, 2009.



Deborah L Bishop  
Notary Public for State of Idaho  
Residing at Nampa, Idaho  
Commission Expires: 6-13-2013



**EARL, MASON & STANFIELD INC.**

PROFESSIONAL ENGINEERS, LAND SURVEYORS & PLANNERS  
314 BADIOLA STREET  
CALDWELL, IDAHO 83605

247  
TELEPHONE: (208) 454-0256  
FAX: (208) 454-0979  
Email: dholzhey@emands.net

FOR: Teleos  
JOB NO.: JY0505  
DATE: November 11, 2005

**ANNEXATION DESCRIPTION**

A parcel of land being a portion of the W1/2 NW1/4 NE1/4 of Section 29, Township 3 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at the northwest corner of said W1/2 NW1/4 NE1/4, (north 1/4 corner), said corner monumented with a 3-inch diameter brass disk;

Thence S. 00° 15' 13" W., a distance of 33.00 feet along the westerly boundary of said W1/2 NW1/4 NE1/4 to the **POINT OF BEGINNING**, monumented with a 5/8-inch diameter iron pin;

Thence S. 89° 36' 37" E., a distance of 665.54 feet parallel with and 33.00 feet southerly of the northerly boundary of said W1/2 NW1/4 NE1/4 to a point on the easterly boundary of said W1/2 NW1/4 NE1/4 monumented with a 5/8-inch diameter iron pin;

Thence S. 00° 12' 37" W., a distance of 1282.55 feet along said easterly boundary to the southeast corner of said W1/2 NW1/4 NE1/4, monumented with a 5/8-inch diameter iron pin;

Thence N. 89° 44' 39" W., a distance of 666.51 feet along the southerly boundary of said W1/2 NW1/4 NE1/4 to the southwest corner of said W1/2 NW1/4 NE1/4, monumented with a 5/8-inch diameter iron pin;

Thence N. 00° 15' 13" E., a distance of 1284.11 feet along the westerly boundary of said W1/2 NW1/4 NE1/4 to the **POINT OF BEGINNING**.

This parcel contains 19.62 acres more or less.

Also, this parcel is subject to all easements and rights-of-way of record or implied.

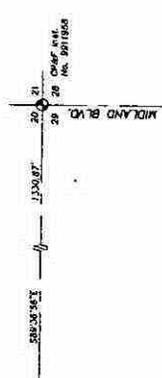
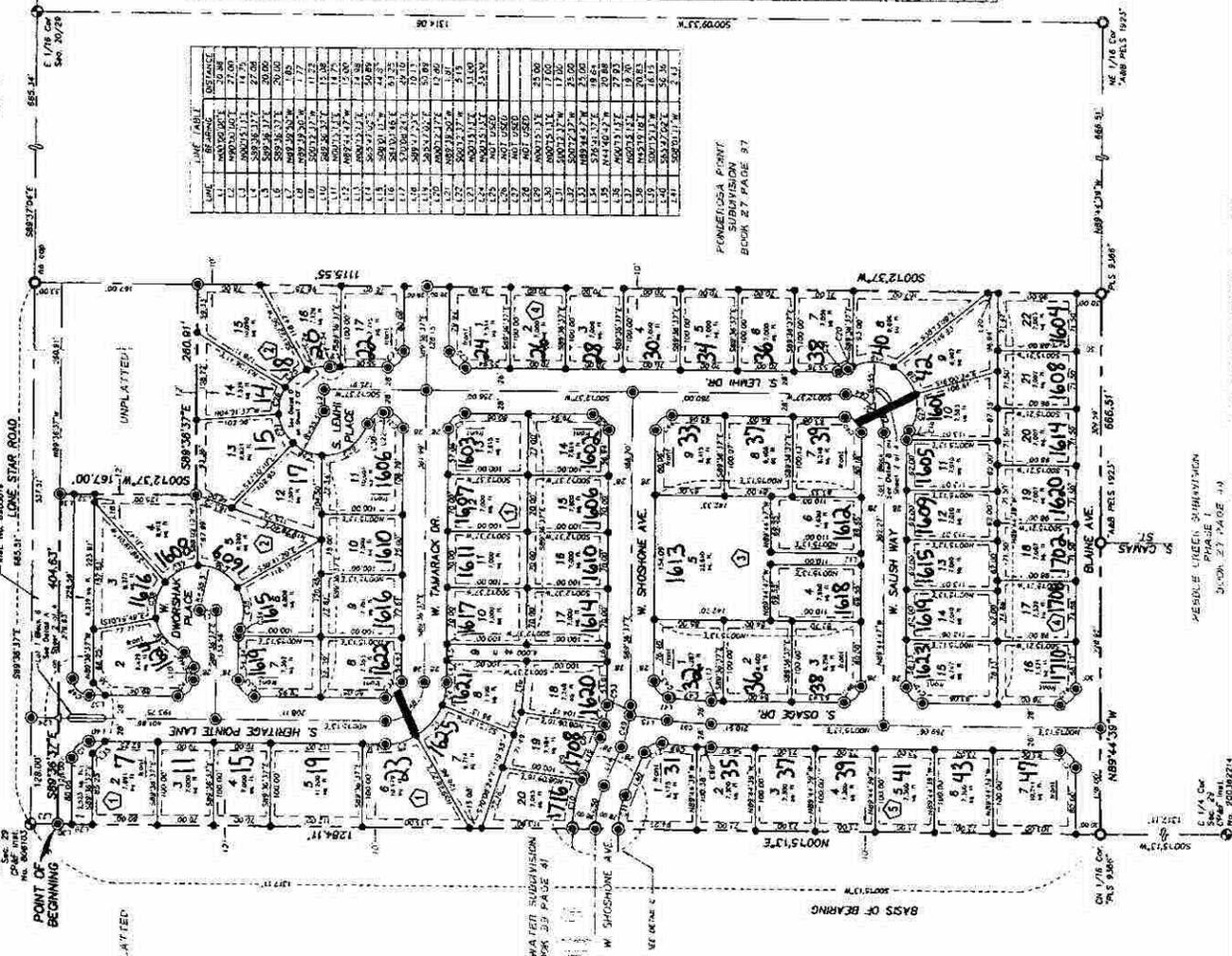
All according to the Record of Survey Instrument No. 200559260 as recorded in the Office of the Canyon County Recorder.



**received**  
11-16-05

# HERITAGE POINTE SUBDIVISION

A PORTION OF THE W 1/2 NW 1/4 NE 1/4, SECTION 29, T. 3 N., R. 2 W., B.M.,  
NAMPA, CANYON COUNTY, IDAHO  
2008



Lot	Area (sq. ft.)				
1	10,000	10,000	10,000	10,000	10,000
2	10,000	10,000	10,000	10,000	10,000
3	10,000	10,000	10,000	10,000	10,000
4	10,000	10,000	10,000	10,000	10,000
5	10,000	10,000	10,000	10,000	10,000
6	10,000	10,000	10,000	10,000	10,000
7	10,000	10,000	10,000	10,000	10,000
8	10,000	10,000	10,000	10,000	10,000
9	10,000	10,000	10,000	10,000	10,000
10	10,000	10,000	10,000	10,000	10,000
11	10,000	10,000	10,000	10,000	10,000
12	10,000	10,000	10,000	10,000	10,000
13	10,000	10,000	10,000	10,000	10,000
14	10,000	10,000	10,000	10,000	10,000
15	10,000	10,000	10,000	10,000	10,000
16	10,000	10,000	10,000	10,000	10,000
17	10,000	10,000	10,000	10,000	10,000
18	10,000	10,000	10,000	10,000	10,000
19	10,000	10,000	10,000	10,000	10,000
20	10,000	10,000	10,000	10,000	10,000
21	10,000	10,000	10,000	10,000	10,000
22	10,000	10,000	10,000	10,000	10,000
23	10,000	10,000	10,000	10,000	10,000
24	10,000	10,000	10,000	10,000	10,000
25	10,000	10,000	10,000	10,000	10,000
26	10,000	10,000	10,000	10,000	10,000
27	10,000	10,000	10,000	10,000	10,000
28	10,000	10,000	10,000	10,000	10,000
29	10,000	10,000	10,000	10,000	10,000
30	10,000	10,000	10,000	10,000	10,000
31	10,000	10,000	10,000	10,000	10,000
32	10,000	10,000	10,000	10,000	10,000
33	10,000	10,000	10,000	10,000	10,000
34	10,000	10,000	10,000	10,000	10,000
35	10,000	10,000	10,000	10,000	10,000
36	10,000	10,000	10,000	10,000	10,000
37	10,000	10,000	10,000	10,000	10,000
38	10,000	10,000	10,000	10,000	10,000
39	10,000	10,000	10,000	10,000	10,000
40	10,000	10,000	10,000	10,000	10,000
41	10,000	10,000	10,000	10,000	10,000
42	10,000	10,000	10,000	10,000	10,000
43	10,000	10,000	10,000	10,000	10,000
44	10,000	10,000	10,000	10,000	10,000

Lot	Area (sq. ft.)				
45	10,000	10,000	10,000	10,000	10,000
46	10,000	10,000	10,000	10,000	10,000
47	10,000	10,000	10,000	10,000	10,000
48	10,000	10,000	10,000	10,000	10,000
49	10,000	10,000	10,000	10,000	10,000
50	10,000	10,000	10,000	10,000	10,000
51	10,000	10,000	10,000	10,000	10,000
52	10,000	10,000	10,000	10,000	10,000
53	10,000	10,000	10,000	10,000	10,000
54	10,000	10,000	10,000	10,000	10,000
55	10,000	10,000	10,000	10,000	10,000
56	10,000	10,000	10,000	10,000	10,000
57	10,000	10,000	10,000	10,000	10,000
58	10,000	10,000	10,000	10,000	10,000
59	10,000	10,000	10,000	10,000	10,000
60	10,000	10,000	10,000	10,000	10,000
61	10,000	10,000	10,000	10,000	10,000
62	10,000	10,000	10,000	10,000	10,000
63	10,000	10,000	10,000	10,000	10,000
64	10,000	10,000	10,000	10,000	10,000
65	10,000	10,000	10,000	10,000	10,000
66	10,000	10,000	10,000	10,000	10,000
67	10,000	10,000	10,000	10,000	10,000
68	10,000	10,000	10,000	10,000	10,000
69	10,000	10,000	10,000	10,000	10,000
70	10,000	10,000	10,000	10,000	10,000
71	10,000	10,000	10,000	10,000	10,000
72	10,000	10,000	10,000	10,000	10,000
73	10,000	10,000	10,000	10,000	10,000
74	10,000	10,000	10,000	10,000	10,000
75	10,000	10,000	10,000	10,000	10,000
76	10,000	10,000	10,000	10,000	10,000
77	10,000	10,000	10,000	10,000	10,000
78	10,000	10,000	10,000	10,000	10,000
79	10,000	10,000	10,000	10,000	10,000
80	10,000	10,000	10,000	10,000	10,000
81	10,000	10,000	10,000	10,000	10,000
82	10,000	10,000	10,000	10,000	10,000
83	10,000	10,000	10,000	10,000	10,000
84	10,000	10,000	10,000	10,000	10,000
85	10,000	10,000	10,000	10,000	10,000
86	10,000	10,000	10,000	10,000	10,000
87	10,000	10,000	10,000	10,000	10,000
88	10,000	10,000	10,000	10,000	10,000
89	10,000	10,000	10,000	10,000	10,000
90	10,000	10,000	10,000	10,000	10,000
91	10,000	10,000	10,000	10,000	10,000
92	10,000	10,000	10,000	10,000	10,000
93	10,000	10,000	10,000	10,000	10,000
94	10,000	10,000	10,000	10,000	10,000
95	10,000	10,000	10,000	10,000	10,000
96	10,000	10,000	10,000	10,000	10,000
97	10,000	10,000	10,000	10,000	10,000
98	10,000	10,000	10,000	10,000	10,000
99	10,000	10,000	10,000	10,000	10,000
100	10,000	10,000	10,000	10,000	10,000

Lot	Area (sq. ft.)				
101	10,000	10,000	10,000	10,000	10,000
102	10,000	10,000	10,000	10,000	10,000
103	10,000	10,000	10,000	10,000	10,000
104	10,000	10,000	10,000	10,000	10,000
105	10,000	10,000	10,000	10,000	10,000
106	10,000	10,000	10,000	10,000	10,000
107	10,000	10,000	10,000	10,000	10,000
108	10,000	10,000	10,000	10,000	10,000
109	10,000	10,000	10,000	10,000	10,000
110	10,000	10,000	10,000	10,000	10,000
111	10,000	10,000	10,000	10,000	10,000
112	10,000	10,000	10,000	10,000	10,000
113	10,000	10,000	10,000	10,000	10,000
114	10,000	10,000	10,000	10,000	10,000
115	10,000	10,000	10,000	10,000	10,000
116	10,000	10,000	10,000	10,000	10,000
117	10,000	10,000	10,000	10,000	10,000
118	10,000	10,000	10,000	10,000	10,000
119	10,000	10,000	10,000	10,000	10,000
120	10,000	10,000	10,000	10,000	10,000
121	10,000	10,000	10,000	10,000	10,000
122	10,000	10,000	10,000	10,000	10,000
123	10,000	10,000	10,000	10,000	10,000
124	10,000	10,000	10,000	10,000	10,000
125	10,000	10,000	10,000	10,000	10,000
126	10,000	10,000	10,000	10,000	10,000
127	10,000	10,000	10,000	10,000	10,000
128	10,000	10,000	10,000	10,000	10,000
129	10,000	10,000	10,000	10,000	10,000
130	10,000	10,000	10,000	10,000	10,000
131	10,000	10,000	10,000	10,000	10,000
132	10,000	10,000	10,000	10,000	10,000
133	10,000	10,000	10,000	10,000	10,000
134	10,000	10,000	10,000	10,000	10,000
135	10,000	10,000	10,000	10,000	10,000
136	10,000	10,000	10,000	10,000	10,000
137	10,000	10,000	10,000	10,000	10,000
138	10,000	10,000	10,000	10,000	10,000
139	10,000	10,000	10,000	10,000	10,000
140	10,000	10,000	10,000	10,000	10,000
141	10,000	10,000	10,000	10,000	10,000
142	10,000	10,000	10,000	10,000	10,000
143	10,000	10,000	10,000	10,000	10,000
144	10,000	10,000	10,000	10,000	10,000
145	10,000	10,000	10,000	10,000	10,000
146	10,000	10,000	10,000	10,000	10,000
147	10,000	10,000	10,000	10,000	10,000
148	10,000	10,000	10,000	10,000	10,000
149	10,000	10,000	10,000	10,000	10,000
150	10,000	10,000	10,000	10,000	10,000

CLAYTON  
BY

**LEGEND**  
 Calculated point:  
 Found brass cap monument  
 Set 5/8 inch dia. x 30 inch iron pin  
 w/plastic cap PLS 9366  
 Found 5/8 inch dia. iron pin  
 Set 1/2 inch dia. x 24 inch iron pin  
 w/plastic cap PLS 9366  
 Found 1/2 inch dia. iron pin  
 Block Number  
 Boundary line  
 Lot Line  
 Section Line  
 UBBY, drainage and irrigation easement.  
 Unless otherwise noted within shall be:  
 12 feet along subdivision boundary  
 10 feet along street frontage  
 10 feet on each side of back lot lines  
 5 feet on each side of interior lot lines

**NOTES**  
 1. All street rights of way shown hereon are dedicated to the public for public use. As stored on the Owner's Certificate on Sheet 3 of 4.  
 2. Direct Lot access to Lone Star Road is prohibited unless specifically allowed by the City of Nampa.  
 3. Irrigation water has been provided from Nampa Municipal Irrigation District, in compliance with Idaho Code 31-3805(b). Lots within the subdivision will be entitled to irrigation water rights, and will be obligated for assessments from Nampa Municipal Irrigation District.  
 4. Lot 1 Block 1, Lot 9 Block 2, Lot 5 Block 3, Lot 1 Block 6 and Lot 1 Block 7 are common area lots with a blanket easement for utilities, drainage, irrigation and landscape purposes and shall be owned and maintained by the Heritage Pointe Homeowner's Association.

Professional Engineers  
 Land Surveyors  
 & Planners  
**Mason & Stanfield**  
 3178 S.W. 2nd St. #100  
 Portland, OR 97201  
 Phone: 503-241-1111  
 Fax: 503-241-1112  
 License No. 100000001  
 License No. 100000002  
 License No. 100000003  
 License No. 100000004  
 License No. 100000005  
 License No. 100000006  
 License No. 100000007  
 License No. 100000008  
 License No. 100000009  
 License No. 100000010  
 License No. 100000011  
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 License No. 100000045  
 License No. 100000046  
 License No. 100000047  
 License No. 100000048  
 License No. 100000049  
 License No. 100000050  
 License No. 100000051  
 License No. 100000052  
 License No. 100000053  
 License No. 10000005

81

INSTRUMENT NO. 2009060420

ORDINANCE NO. 3889

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO MODIFYING THAT CERTAIN DEVELOPMENT AGREEMENT FOR HERITAGE POINTE SUBDIVISION, AFFIXED TO ORDINANCE NO. 3578 RECORDED AS INSTRUMENT #200644632, RECORDS OF CANYON COUNTY, IDAHO.

WHEREAS, a public hearing on modifying the Development Agreement entered into between the City of Nampa & Heritage Point, LLC on May 15, 2006 modifying Condition 5a to allow 1,400 square foot minimum floor area rather than 1,600 square foot minimum floor area for single family dwellings in the Heritage Points Subdivision zoned RS-7, which Development Agreement was affixed to Ordinance No. 3578 and recorded as Instrument #200644632, records of Canyon County, Idaho was held on June 1, 2009; and

WHEREAS, it is deemed to be in the best interests of the City of Nampa to so modify the Development Agreement.

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

Section 1: That the Development Agreement affixed to Ordinance No. 3578 recorded as Instrument #200644632, records of Canyon County, Idaho is hereby MODIFIED by the Development Agreement attached hereto as Exhibit A1 and, by this reference, incorporated herein as if set forth in full.

Section 2: 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 16th DAY OF November, 2009.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 16th DAY OF November, 2009.

Approved: Tom Dale  
By \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
By: \_\_\_\_\_  
City Clerk

RECORDED  
NANPA CITY OF  
CANYON COUNTY RECORDER  
BY: \_\_\_\_\_  
2009 NOV 30 PM 10 02  
RECORDED

2009060420

State of Idaho )

Canyon County )

On this 16 day of November, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Dale and Diana Lambing known to be the Mayor and City Clerk, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

In Witness Whereof, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

Julie Lockey  
Julie Lockey  
Residing at: Nampa, Canyon County, Idaho  
My Commission Expires: 05/11/2011



