

ORDINANCE NO. 3913

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING APPROXIMATELY 13.89 ACRES OF REAL PROPERTY LOCATED AT 609 SOUTH GRAYS LANE INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO; ZONING APPROXIMATELY 2.07 ACRES THEREOF RA, AND ZONING APPROXIMATELY 11.82 ACRES THEREOF BC, ALL 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 13.89 acres located at 609 South Grays 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 following described portion of the Exhibit A real property so annexed, consisting of approximately 2.07 acres, shall be zoned RA, to-wit:

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

Section 3: That the following described remaining portion of the Exhibit A real property so annexed, consisting of approximately 11.82 acres, shall be zoned BC, to-wit:

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

Section 4: That this annexation and zone ordinance is subject to and limited by that certain Development Agreement entered into between the parties.

Section 5: 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 21st DAY OF June, 2010.

*City of Nampa
Clerk*

RECEIVED

JUN 29 2010

TECHNICAL SUPPORT

CLARENCE H. HURST
CANYON COUNTY RECORDER
Clarence H. Hurst

2010 JUN 23 PM 2 00

RECORDED

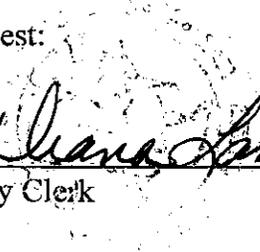
2010028743

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 21st DAY OF June, 2010.

Approved:

By Tom Dale
Mayor

Attest:


Heana Lambing
City Clerk

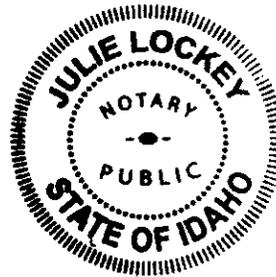
State of Idaho)

Canyon County)

On this 21st day of June, 2010, 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 Thereof, 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



RECEIVED
JUN 29 2010
TECHNICAL SUPPORT



Professional Engineers, Land Surveyors and Planners

314 Badiola St. Caldwell, ID 83605
Ph (208) 454-0256 Fax (208) 454-0979

e-mail: dholzhey@mseng.us

FOR: Calvin Tabor
JOB NO.: OC2307
DATE: October 15, 2008

BC ZONE
PARCEL 1

A parcel of land being a portion of the SE1/4 SW1/4 of Section 25, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

BEGINNING at the southeast corner of said SE1/4 SW1/4;

Thence N 89° 11' 43" W a distance of 371.38 feet along the south boundary of said SE1/4 SW1/4 to a point;

Thence N 00° 48' 06" E a distance of 30.00 feet to a point;

Thence N 89° 11' 43" W a distance of 320.01 feet parallel with the south boundary of said SE1/4 SW1/4 to a point;

Thence N 04° 07' 59" E a distance of 965.68 feet to a point;

Thence S 89° 14' 36" E a distance of 382.09 feet to a point on the approximate centerline of the North Nampa Lateral;

Thence along said approximate centerline S 35° 46' 51" E a distance of 45.52 feet to a point;

Thence leaving said approximate centerline S 09° 21' 29" W a distance of 482.67 feet to a point;

Thence S 88° 06' 10" E a distance of 292.26 feet to a point on the east boundary of said SE1/4 SW1/4;

Thence S 00° 07' 08" W a distance of 474.97 feet along said east boundary to the **POINT OF BEGINNING**;

This parcel contains 11.818 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.

MASON & STANFIELD, INC.
ENGINEERS, SURVEYORS & PLANNERS



RECEIVED

JUN 29 2010

TECHNICAL SUPPORT



Professional Engineers, Land Surveyors and Planners

314 Badiola St. Caldwell, ID 83605
Ph (208) 454-0256 Fax (208) 454-0979

e-mail: dholzhey@mseng.us

FOR: Calvin Tabor
JOB NO.: OC2307
DATE: October 15, 2008

RA ZONE
PARCEL 2

A parcel of land being a portion of the SE1/4 SW1/4 of Section 25, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

Commencing at the southeast corner of said SE1/4 SW1/4;

Thence N 00° 07' 08" E a distance of 474.97 feet along the east boundary of said SE1/4 SW1/4 to the **POINT OF BEGINNING**;

Thence N 88° 06' 10" W a distance of 292.26 feet to a point;

Thence N 09° 21' 29" E a distance of 482.67 feet to a point on the approximate centerline of the North Nampa Lateral;

Thence along said approximate centerline of the North Nampa Lateral the following courses and distances;

Thence S 35° 46' 51" E a distance of 131.37 feet to a point;

Thence S 33° 06' 33" E a distance of 90.95 feet to a point;

Thence S 39° 16' 37" E a distance of 53.09 feet to a point;

Thence S 43° 48' 56" E a distance of 77.91 feet to a point on the east boundary of said SE1/4 SW1/4;

Thence leaving said approximate centerline S 00° 07' 08" W a distance of 205.85 feet along said east boundary to the **POINT OF BEGINNING**;

This parcel contains 2.073 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.

MASON & STANFIELD, INC.
ENGINEERS, SURVEYORS & PLANNERS

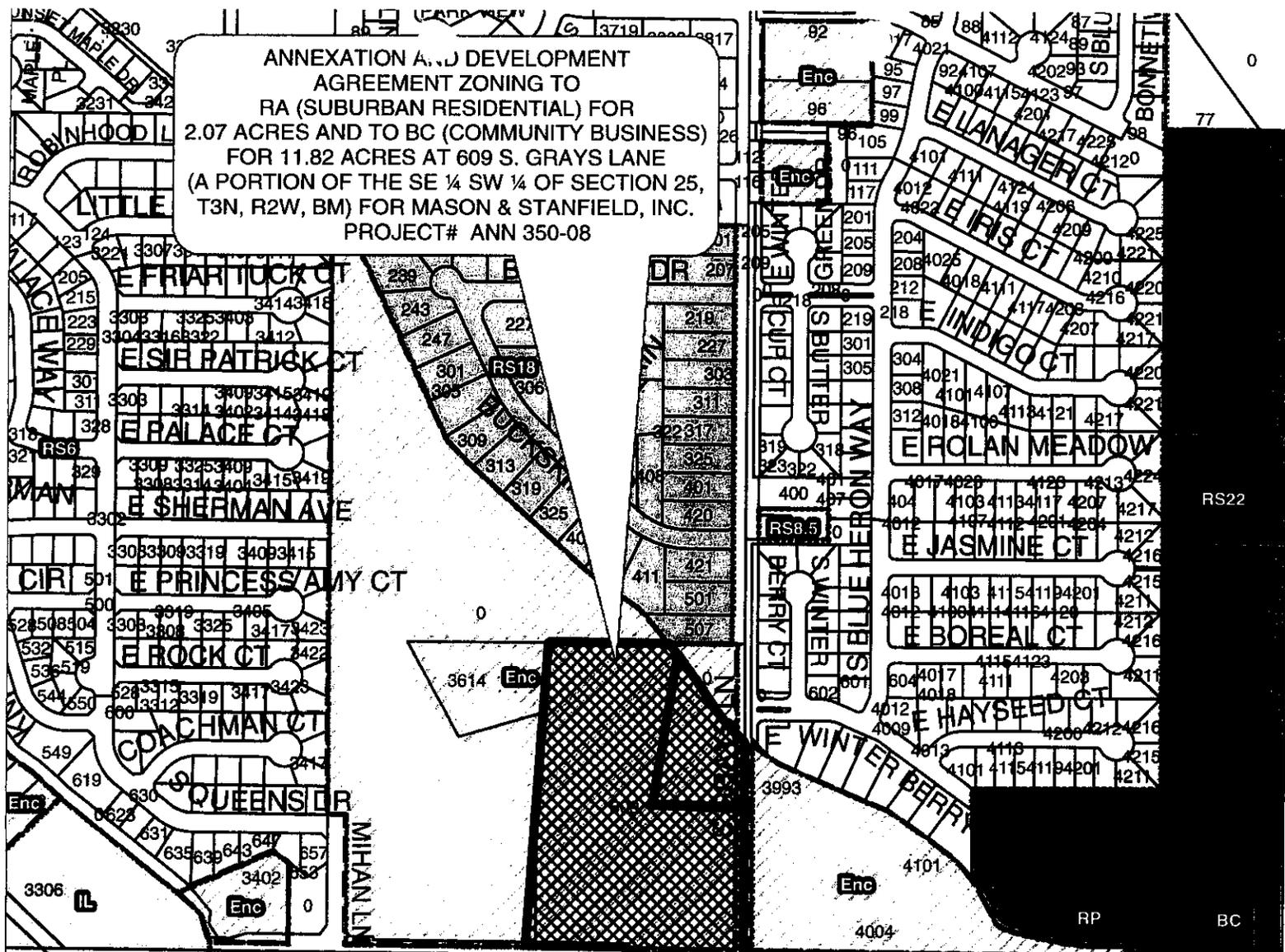


RECEIVED

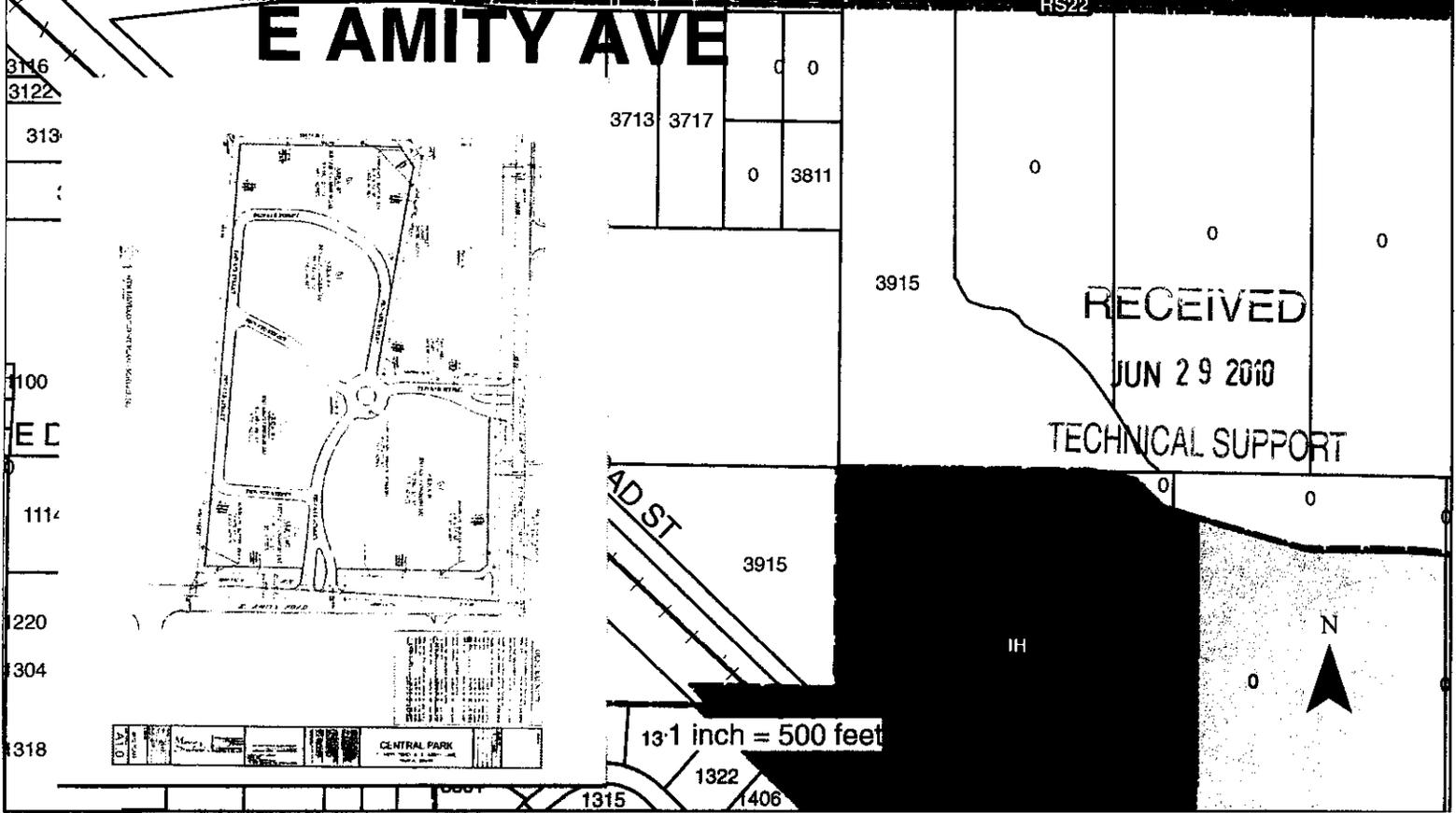
JUN 29 2010

TECHNICAL SUPPORT

ANNEXATION AND DEVELOPMENT
 AGREEMENT ZONING TO
 RA (SUBURBAN RESIDENTIAL) FOR
 2.07 ACRES AND TO BC (COMMUNITY BUSINESS)
 FOR 11.82 ACRES AT 609 S. GRAYS LANE
 (A PORTION OF THE SE ¼ SW ¼ OF SECTION 25,
 T3N, R2W, BM) FOR MASON & STANFIELD, INC.
 PROJECT# ANN 350-08



E AMITY AVE



RECEIVED
 JUN 29 2010
 TECHNICAL SUPPORT

13-1 inch = 500 feet



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**"), is made and entered into this 21st day of June, ~~2009~~²⁰¹⁸ (the "**Effective Date**"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "**City**," and Nicki M. Min, hereinafter referred to as "**Owner/Developer**." Coburn

RECITALS

- A. Owner/Developer is the owner of approximately 11.82 acres of real property legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").
- B. Owner/Developer applied to City on 04 of November, 2008 (the "**date of application**") for annexation of the Property into City and for (re)zoning of the Property to BC and RA in anticipation of the development and construction of a mixed use business park (the "**Project**") and preservation of conforming status of an existing residence and associated land within the area involved in this Agreement.
- C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to rezone 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, rezoning and development of the Property and this Agreement. City has approved the annexation and requested rezoning of the Property to BC and RA 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. The Project private drive layout shall be developed in general conformance with the conceptual plan attached hereto as **Exhibit "B"** and made a part hereof (the "**Conceptual Plan**"); provided, however, that Owner/Developer shall have limited flexibility to develop the Property to meet market conditions, and the only specific commitments concerning development of the Project which Owner/Developer is making are set forth herein.

RECEIVED

JUN 29 2018

3. 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.
4. 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 body of this Agreement and in the additional conditions of approval section attached hereto as **Exhibit "C"**, and by this reference incorporated herein.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.

11. 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, whether verbal 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.

12. 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.

13. 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.

14. 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.

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.

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)

On this 13 day of May, 2010, before me, the undersigned, a Notary public, in and for said State, personally appeared Vicki McMinn Coburn,
_____ for the City of Nampa, known to me to be the person whose name is subscribed.

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

SEAL



Jordan Hurd

Notary Public for Idaho
Commission expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

RECORDER SCAN



Professional Engineers, Land Surveyors and Planners

314 Badiola St. Caldwell, ID 83605
Ph (208) 454-0256 Fax (208) 454-0979

e-mail: dholtzhey@mseng.us

FOR: Calvin Tabor
JOB NO.: OC2307
DATE: October 15, 2008

BC ZONE
PARCEL 1

A parcel of land being a portion of the SE1/4 SW1/4 of Section 25, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

BEGINNING at the southeast corner of said SE1/4 SW1/4;

Thence N 89° 11' 43" W a distance of 371.38 feet along the south boundary of said SE1/4 SW1/4 to a point;

Thence N 00° 48' 06" E a distance of 30.00 feet to a point;

Thence N 89° 11' 43" W a distance of 320.01 feet parallel with the south boundary of said SE1/4 SW1/4 to a point;

Thence N 04° 07' 59" E a distance of 965.68 feet to a point;

Thence S 89° 14' 36" E a distance of 382.09 feet to a point on the approximate centerline of the North Nampa Lateral;

Thence along said approximate centerline S 35° 46' 51" E a distance of 45.52 feet to a point;

Thence leaving said approximate centerline S 09° 21' 29" W a distance of 482.67 feet to a point;

Thence S 88° 06' 10" E a distance of 292.26 feet to a point on the east boundary of said SE1/4 SW1/4;

Thence S 00° 07' 08" W a distance of 474.97 feet along said east boundary to the **POINT OF BEGINNING**;

This parcel contains 11.818 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.

MASON & STANFIELD, INC.
ENGINEERS, SURVEYORS & PLANNERS



600



Professional Engineers, Land Surveyors and Planners

314 Badiola St. Caldwell, ID 83605
Ph (208) 454-0256 Fax (208) 454-0979

e-mail: dholtzhey@mseng.us

FOR: Calvin Tabor
JOB NO.: OC2307
DATE: October 15, 2008

RA ZONE
PARCEL 2

A parcel of land being a portion of the SE1/4 SW1/4 of Section 25, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

Commencing at the southeast corner of said SE1/4 SW1/4;

Thence N 00° 07' 08" E a distance of 474.97 feet along the east boundary of said SE1/4 SW1/4 to the **POINT OF BEGINNING**;

Thence N 88° 06' 10" W a distance of 292.26 feet to a point;

Thence N 09° 21' 29" E a distance of 482.67 feet to a point on the approximate centerline of the North Nampa Lateral;

Thence along said approximate centerline of the North Nampa Lateral the following courses and distances;

Thence S 35° 46' 51" E a distance of 131.37 feet to a point;

Thence S 33° 06' 33" E a distance of 90.95 feet to a point;

Thence S 39° 16' 37" E a distance of 53.09 feet to a point;

Thence S 43° 48' 56" E a distance of 77.91 feet to a point on the east boundary of said SE1/4 SW1/4;

Thence leaving said approximate centerline S 00° 07' 08" W a distance of 205.85 feet along said east boundary to the **POINT OF BEGINNING**;

This parcel contains 2.073 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.

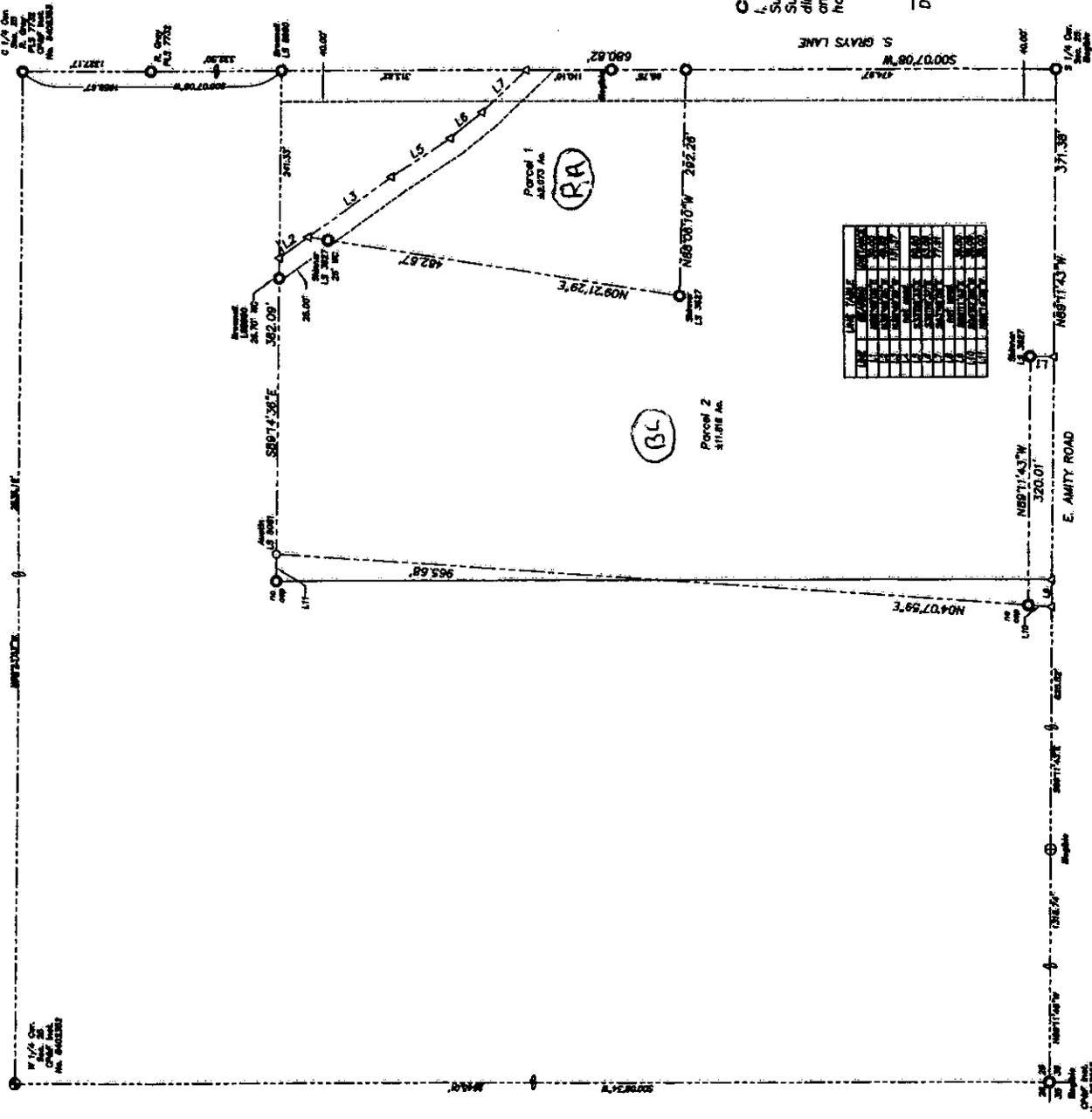
MASON & STANFIELD, INC.
ENGINEERS, SURVEYORS & PLANNERS



1/2 h

AMENDED RECORD OF SURVEY

A PART OF THE SW 1/4, SECTION 25, T. 3 N., R. 2 W., B.M.,
CANYON COUNTY, IDAHO
2008



LEGEND

- Calculated point
- Found aluminum cap monument
- Found brass cap monument
- Found 5/8 inch dia. iron pin
- Found 1/2 inch dia. iron pin
- Found Ch. spike
- Witness Corner
- Dead line
- Section line
- Easement line

RECORD DATA
Parcel Line Adjustment Inst. No. 200204070
Record of Survey Inst. No. 200329657
Quitclaim Deed Inst. No. 200126769

CERTIFICATE OF SURVEYOR

I, Darin Holzhey do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this Record of Survey correctly represents a survey made by me or under my direct supervision in conformance with Idaho Code 31-2709, 1947 and accepted procedures of land surveying. I further certify that I have complied with Title 55, Chapter 16, Idaho Code.



Darin Holzhey
P.L.S. License No. 9366

INDEX NO. 384-25-3-0-00-00
SURVEY FOR: Calvin Tabor

Professional Engineers, Land Surveyors & Planners	REG. NO. CC2507
Mason & Stanfield, Inc.	REG. NO. CC2507R08
314 Idaho S. Capitol Bldg.	SCALE: 1"=100'
BOISE, IDAHO	FIELD BOOK NO.
PHONE: 435-233-8000	DATE: 10/27/08

This showing does not necessarily show all of the physical features of the property. Mason & Stanfield, Inc. assumes no liability for present or future compliance or non-compliance with governing jurisdictional restrictions pertaining to building permits, vehicle access permits or septic permits.

The recording of this Record of Survey does not enable the owners of the Parcels to convey ownership based solely on this map. A written conveyance must accompany such transactions in conformance with applicable law. This Record of Survey does not serve as a legal description for the property shown on this map.

EXHIBIT "B"
CONCEPTUAL PLAN

RECORDER SCAN

GENERAL NOTES

1. THIS IS A CONCEPTUAL PLAN ONLY. FINAL CONFIGURATION MAY VARY.
2. ANNEXATION INTO THE CITY OF NAPA HAS BEEN REQUESTED.

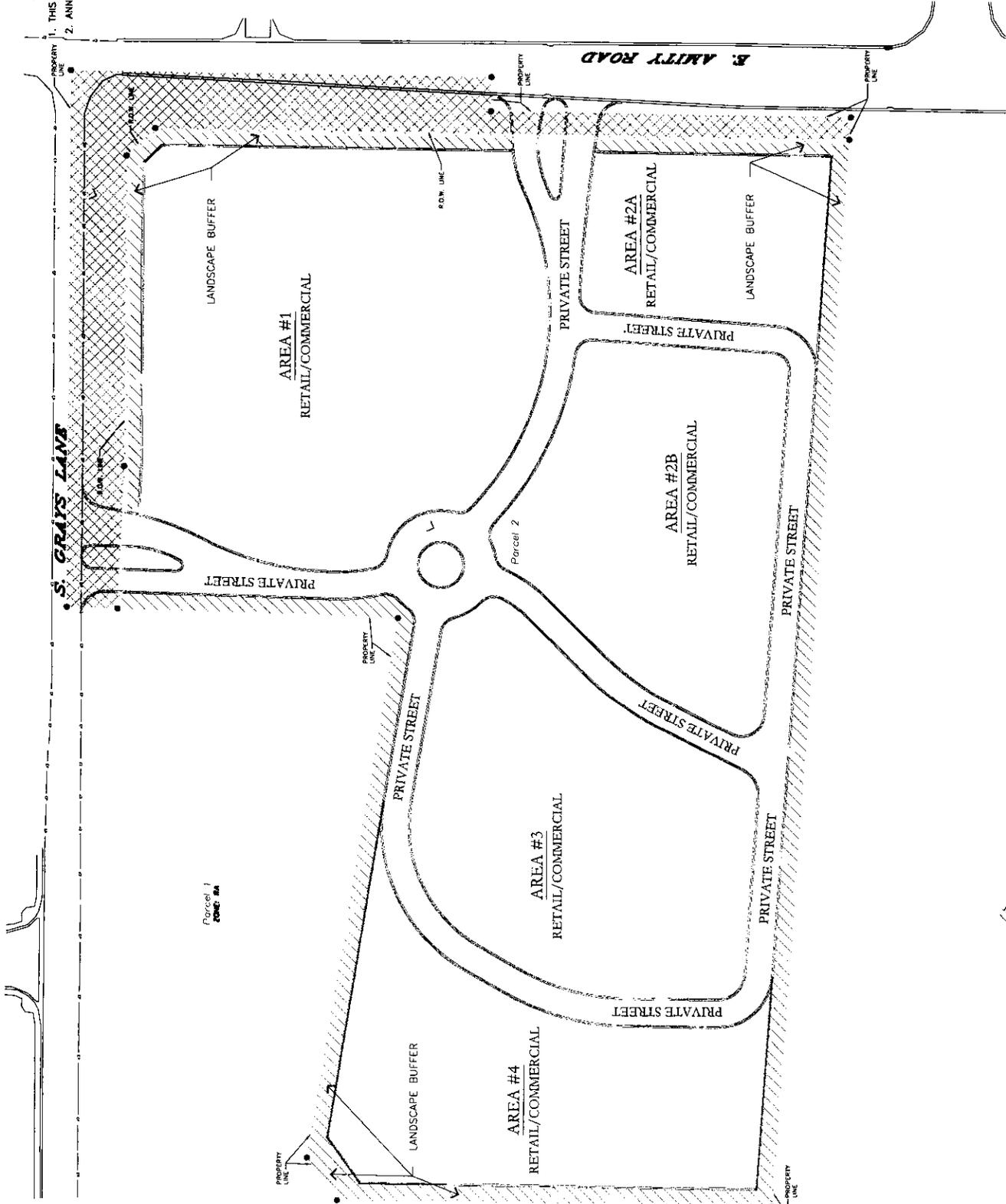


EXHIBIT "C"

[ADDITIONAL] CONDITIONS OF APPROVAL

1. Prior to the third reading of the annexation and zoning ordinance the Owner/Developer shall dedicate any additional right-of-way, as defined by the city engineer, adjacent the Property required for the ultimate build out of any adjacent public roadway(s).
2. Building and Site Design: The facades and site development of new business buildings or complexes to be constructed on the BC portion of the Property shall comply with Design Review requirements as will be placed on any buildings and accessory improvements (e.g., parking lots, perimeter landscaping, trash dumpsters, etc.) associated therewith.