

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING REAL PROPERTY LOCATED AT 2609 KEIM LANE INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ZONING THE SAME IL 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 located at 2609 Keim 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 incorporated herein by this reference.

Section 2: That the Exhibit A real property so annexed shall be ZONED IL.

Section 3: 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 15th DAY OF August, 2011.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 15th DAY OF August, 2011.

Approved:

By Tom Dale
Mayor

Attest:

D. L. B. by
City Clerk

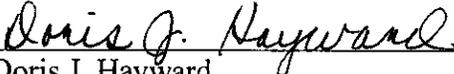
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AUG 15 2011
TECHNICAL SUPPORT

State of Idaho)

Canyon County)

On this 15th day of August, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Dale and Deborah Bishop 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.



Doris J. Hayward

Residing at: Nampa, Canyon County, Idaho

My Commission Expires: 08/22/2013



**TEALEY'S LAND
SURVEYING**

187 E. 50th Street • Garden City, Idaho 83714
(208) 385-0636
Fax (208) 385-0696

Project. No.: 3501
Date: March 21, 2011

**DESCRIPTION FOR
PARCEL A - GARY ASIN KEIM LANE PROPERTY**

A parcel of land being a portion of the SE 1/4 of the SE 1/4 of Section 8, T.3N., R.2W., B.M., Nampa, Canyon County, Idaho, as shown on Record of Survey, filed for record in the office of the Canyon County Recorder, Caldwell, Idaho under Instrument No. _____ and more particularly described as follows:

Commencing at a brass cap marking the Southeast corner of said Section 8; thence along the East boundary of said Section 8, which is also the centerline of Keim Lane

North 00°19'32" East 585.00 feet to a point; thence leaving said East boundary line

North 89°40'28" West 25.00 feet to an iron pin on the West right-of-way line of said Keim Lane, said point being the **POINT OF BEGINNING**; thence continuing

North 89°40'28" West 417.68 feet to a point on the centerline of Indian Creek; hence along said centerline

North 30°30'55" West 279.81 feet to a point; thence continuing

North 51°17'25" West 67.55 feet to a point; thence continuing

North 57°12'21" West 179.15 feet to a point; thence continuing

North 49°01'23" West 55.52 feet to a point; thence leaving said centerline

North 45°57'26" East 124.76 feet to a highway right-of-way brass cap on the Southerly right-of-way line of On-ramp B-C of the I-84 Karcher Interchange, Project No. IM-NH-IR-84-1(013)33; thence along said Southerly right-of-way line

South 68°07'37" East 295.15 feet to a highway right-of-way brass cap marking a point of beginning of a non-tangent curve; thence continuing along the arc of a curve to the right 488.38 feet, said curve having a radius of 1640.42 feet, a central angle of 17°03'29" and a long chord bearing

South 59°35'54" East 486.58 feet to a highway right-of-way brass cap marking a point of ending of said non-tangent curve; thence continuing

South 51°19'49" East 28.77 feet to an iron pin on said West right-of-way line of Keim Lane; thence along said West right-of-way line

South 00°19'32" West 131.67 feet to the **POINT OF BEGINNING**,

Said parcel of land contains 4.35 acres, more or less.



Enc
3015

16554
Enc

ANNEXATION AND ZONING TO IL (LIGHT INDUSTRIAL)
AT 2609 KEIM LANE (A 4.35 ACRE PORTION OF THE SE ¼
OF THE SE ¼ OF SECTION 8, T3N, R2W, BM)
FOR WILBER, MR. ED AND A COUPLE OF
THE ROSS SISTERS, LLC.
PROJECT #ANN 1018-11

Enc

16176 Enc

16178

LOIS LN

Enc

16151

1512

1512

1502

1420

Enc
1201

KEIM LN
908

16050

600

444

IL

IH

525

521

513

519

827

BC

W RAILROAD ST

830

IH

1 inch = 500 feet

734 → 02-17

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”), is made and entered into this 18th day of July, 2011 (the “**Effective Date**”), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the “**City**,” and Keim, LLC, hereinafter referred to as “**Owner**.”

RECITALS

- A. Owner is the owner of approximately 4.35 acres of real property legally described in **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”).
- B. Owner applied to City on March 22, 2011 (the “**date of application**”) through Wilbur, Mr. Ed and a Couple of the Ross Sisters, LLC for annexation of the Property into City and for zoning of the Property to IL (Light Industrial) in anticipation of the development of an industrial project (the “**Project**”).
- 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, zoning and development of the Property and this Agreement. City has approved the annexation and requested zoning of the Property to IL (Light Industrial) 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.

3. The provisions and stipulations of this Agreement shall be binding on City, Owner, 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 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 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 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, 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's failure to comply with the terms and conditions of this Agreement to Owner and Owner fails to cure such failure within six (6) months of Owner'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, 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, 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.

10. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, oral or written, express or implied, between Owner 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, 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 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 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 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 of remedies of Owner 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 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 for the portion of the Property still owned by Owner.

c. In the event the performance of any obligation to be performed hereunder by either Owner 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.

On this 5th day of July, in the year of 2011 before me,
Kathy Hensley, personally appeared Edgar M. Thrift Jr., known or identified to me, the Manager of Keim, LLC, 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 Keim, LLC.

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



Kathy Hensley
Notary Public for State of Idaho
Residing at Nampa, Idaho
Commission Expires: 11-19-16

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

A parcel of land being a portion of the SE ¼ of the SE ¼ of Section 8, T.3N., R.2W., B.M., Nampa, Canyon County, Idaho, as more particularly described as follows;

Commencing at a brass cap marking the Southeast corner of said Section 8; thence along the East boundary of said Section 8, which is also the centerline of Keim Lane

North 00°19'32" East 585.00 feet to a point; thence leaving said East boundary line

North 89°40'28" West 25.00 feet to an iron pin on the West right-of-way line of said Keim Lane, said point being the POINT OF BEGINNING; thence continuing

North 89°40'28" West 417.68 feet to a point on the centerline of Indian Creek; hence along said centerline

North 30°30'55" West 279.81 feet to a point; thence continuing

North 51°17'25" West 67.55 feet to a point; thence continuing

North 57°12'21" West 179.15 feet to a point; thence continuing

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South 51°19'49" East 28.77 feet to an iron pin on said West right-of-way line of Keim Lane; thence along said West right-of-way line

South 00°19'32" West 131.67 feet to the POINT OF BEGINNING,

Said parcel of land contains 4.35 acres, more or less. ✓

EXHIBIT "B"

CONDITIONS OF APPROVAL

1. Developer shall, at their expense, extend any and all required utilities including service lines to and through the site.
2. Any required landscaping will require installation of a dedicated water meter supplied from the domestic main; or the developer may, at his options, utilize the existing well on the site for his irrigation supply. No cross connections between the site supply and the City system will be allowed.
3. Developer shall provide civil engineered site development plans to the City for review and approval.
4. Developer shall request, in writing, a curb, gutter, sidewalk, and street improvement deferral. Request shall be submitted to the Public Works Director and City Engineer.
5. As discussed at the CPR meeting, staff will support and recommend approval of a deferral agreement.
6. Developer shall dedicate all necessary utility easements as required by the City in accordance with current City policy.
7. Developer shall dedicate the area along Indian Creek to the City for a future pedestrian path/trail and shall include a 20' ingress/egress access easement from the top of bank and may require construction of a 10' wide asphalt path.
8. Occupancy of any proposed structures shall be conditioned on completion of all necessary and required improvements to the site, and final acceptance by the City of any public water, sewer, pressure irrigation, drainage, or street improvements emplaced as part of this development, and shall include submittal of record drawings of the site development plans by the engineer of record.