INSTRUMENT NO. 201200542 5

010

17

ORDINANCE NO. 4003

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING REAL PROPERTY LOCATED AT 12 N MIDDLETON ROAD INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO AND 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 located at 12 N Middleton Road, 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, 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 6th DAY OF February, 2012.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 6th DAY OF February, 2012.

Approved:

By _____
Mayor

Attest:

_____
City Clerk

REQUEST NAMPA CITY OF
TYPE Ordinance

CHRIS YAMAMOTO
CANYON CNTY RECORDER
2012 FEB 9 PM 3 29
RECORDED

2012005425

State of Idaho)

Canyon County)

On this 6th day of February, 2012, 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 Thereof, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

Doris J. Hayward

Doris J. Hayward
Residing at: Nampa, Canyon County, Idaho
My Commission Expires: 08/22/2013

DORIS J. HAYWARD
NOTARY
PUBLIC
STATE OF IDAHO

EXHIBIT "A"

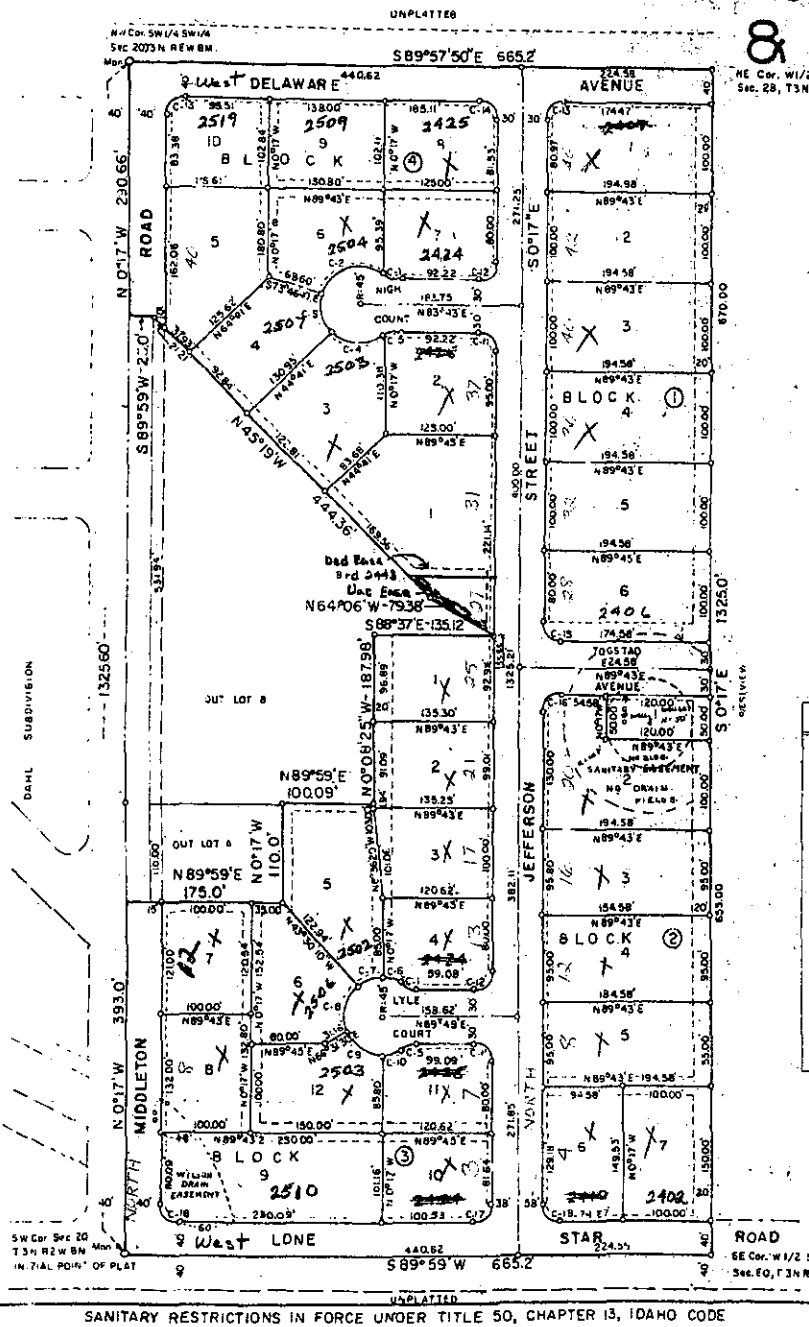
LEGAL DESCRIPTION OF THE PROPERTY

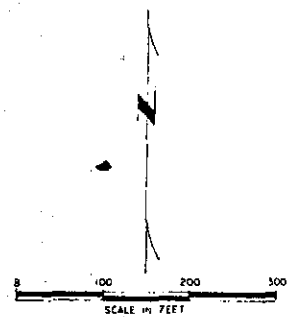
12 NORTH MIDDLETON ROAD, NAMPA

LOT 7, BLOCK 3 - WESTVIEW - NAMPA, SHERVIK'S REPLAT OF LOT 29 AND PART OF LOT 28, ON PAGE 9, BOOK 13 OF CANYON COUNTY PLATS, IN THE SW ¼ SECTION 20, TOWNSHIP 3 NORTH, RANGE 2 WEST, B.M.

713345

WESTVIEW - NAMPA, IDAHO
SHERVIK'S RE-PLAT OF LOT 29 & PART OF LOT 28





CURVE DATA

CURVE	RADIUS	Δ	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C-1	20.00'	39°43'	7.22'	13.86	13.59'	N 70°25'30" W
C-2	45.00'	113°11'40"	68.24'	89.90	75.13'	S 72°50'10" W
C-3	45.00'	81°33'20"	26.80'	46.35'	46.05'	S 14°32'20" E
C-4	45.00'	84°41'	41.01'	66.51'	60.62'	S 87°39'30" E
C-5	20.00'	39°43'	7.22'	13.86'	13.59'	N 69°51'30" E
C-6	45.00'	39°43'	16.25'	31.19'	30.57'	N 70°25'30" W
C-7	45.00'	43°13'10"	17.83'	33.94'	33.14'	S 68°06'25" W
C-8	45.00'	69°58'20"	31.43'	54.96'	51.60'	S 11°50'40" W
C-9	45.00'	66°46'30"	28.68'	52.47'	49.55'	S 56°52'45" E
C-10	45.00'	39°43'	16.25'	31.19'	30.57'	N 69°51'38" E
C-11	20.00'	90°00'	20.00'	31.42'	28.28'	S 45°17'00" E
C-12	20.00'	90°00'	20.00'	31.42'	28.28'	S 44°43'00" W
C-13	20.00'	90°19'10"	20.11'	31.53'	28.36'	N 44°52'35" E
C-14	20.00'	89°40'50"	19.89'	31.30'	28.21'	S 45°07'25" E
C-15	20.00'	38°00'	20.00'	31.42'	28.28'	N 45°17'00" W
C-16	20.00'	90°00'	20.00'	31.42'	28.28'	N 44°43'00" E
C-17	20.00'	90°16'	20.09'	31.51'	28.35'	N 44°51'00" E
C-18	20.00'	89°44'	19.91'	31.32'	28.22'	N 45°09'00" W

RECORDED
at the Request of
MELVIN V. DAVENPORT
Plat Book 13, Page 9
Fee: $ 5.00

FILED
AUG 21 4 55 PM '73
WALTER FRY
CANYON COUNTY RECORDER
By Martha Weymouth

RE-PLAT

of Lot 29 and part of Lot 28 of WESTVIEW, Nampa, Idaho, as recorded in Plat Book 4, Page 31, Records of Canyon County, Idaho. Being a part of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 20, Township 3 North, Range 2 West of the Boise Meridian.

STATE OF IDAHO)
COUNTY OF CANYON) SS

I, Melvin V. Davenport, a Professional Engineer, do hereby certify that the survey of the
WESTVIEW - NAMPA, IDAHO
SHERVIK'S RE-PLAT OF LOT 29 AND PART OF LOT 28
was made by me or under my direction. I further certify that the DESCRIPTION written in the DEDICATION is correct according to the survey and that this PLAT correctly represents the survey as made.

IN WITNESS WHEREOF: I have hereunto set my hand and seal this 15th day of May, 1973.

Melvin V. Davenport
Registered Professional Engineer

REGISTERED PROFESSIONAL ENGINEER 627 STATE OF IDAHO MELVIN V. DAVENPORT

STATE OF IDAHO)
COUNTY OF CANYON) SS

Acknowledged before me this 15th day of MAY, 1973.

Orval L. Greer
Notary Public

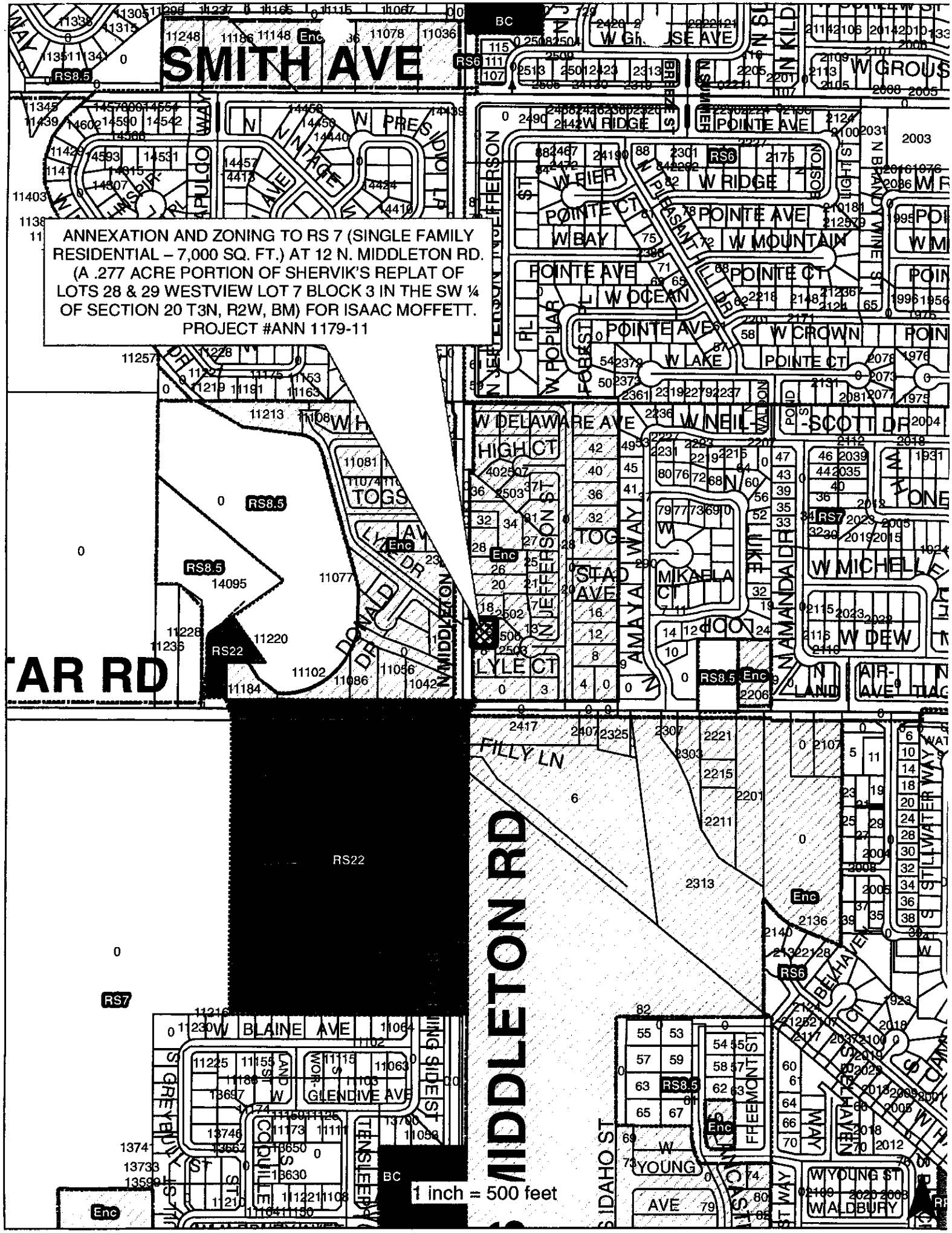
Residing at Boise, Idaho.

ORVAL L. GREER NOTARY PUBLIC STATE OF IDAHO

NOTE:
ALL LOTS HAVE A 5 FOOT UTILITY EASEMENT ALONG ALL STREET FRONTAGES UNLESS OTHERWISE NOTED.
OTHER EASEMENTS ARE 10 FEET UNLESS OTHERWISE NOTED.

PLAT BOOK 13 PAGE 9

SANITARY RESTRICTIONS IN FORCE UNDER TITLE 50, CHAPTER 13, IDAHO CODE


ANNEXATION AND ZONING TO RS 7 (SINGLE FAMILY RESIDENTIAL – 7,000 SQ. FT.) AT 12 N. MIDDLETON RD. (A .277 ACRE PORTION OF SHERVIK'S REPLAT OF LOTS 28 & 29 WESTVIEW LOT 7 BLOCK 3 IN THE SW ¼ OF SECTION 20 T3N, R2W, BM) FOR ISAAC MOFFETT. PROJECT #ANN 1179-11
SMITH AVE
TAR RD
MIDDLETON RD
W DELAWARE AVE
W NEIL
SCOTT DR
W MICHELL
W DEW
W RIDGE
W MOUNTAIN
W OCEAN
W CROWN
W LAKE
POINTE AVE
POINTE CT
W BAY
W PIER
W GROUS
W PRESIDIO LP
HIGH CT
LYLE CT
TOGS
STAD AVE
MIKAELA CT
N AMAYA WAY
N AMANDA DR
N JEFFERSON ST
N MIDDLETON
FILLY LN
W BLAINE AVE
GLENDIVE AVE
W YOUNG AVE
W YOUNG ST
W ALDBURY
S IDAHO ST
FREEMONT ST
BELHAVEN
STILLWATER WAY
RS8.5
RS6
RS7
RS22
BC
Enc
1 inch = 500 feet

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this 19th day of January, 2012 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and Isaac Moffett, hereinafter referred to as "Owner/Developer."

RECITALS

A. Owner/Developer is the owner of approximately .277 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 14 of October 2011, (the "date of application") for annexation and zoning of the Property to RS 7 (Single Family Residential, 7,000 sq. ft. min. buildable property size) in anticipation of connection to the City's sewer system).

C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to annex 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 rezoning and development of the Property and this Agreement. City has approved the requested annexation and zoning of the Property to RS 7 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. Upon recordation of this Agreement, Owner/Developer shall have all annexation/rezoning related approvals required from City to facilitate their seeking connection to the City's sewer system. This does not abrogate Owner/Developer's need to apply through City's Engineering Department for connection thereto.

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 "B"**, 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. Exception: the failure to begin site development of all or a portion of a project proposed under this Agreement does not necessarily serve as impetus to allege that the commitments contained herein are not being fulfilled. Rather, commencement of site work and/or construction then left in abandon or failure to abide by the terms of this Agreement, as herein iterated, shall serve as impetus to consider termination of this Agreement and reversion of zoning. 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 of 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.

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

CITY OF NAMPA:

Tom Dale

Tom Dale, Mayor

Debbie L Bishop

Attest: Debbie Bishop, City Clerk

OWNER/DEVELOPER:

Luis B Moffatt

STATE OF IDAHO)
) ss.
County of Canyon)

On this 1st day of FEBRUARY, in the year of ~~2011~~ 2012, before me DORIS Hayward, personally appeared Tom Dale, known or identified to me, to be the Mayor of the City of Nampa, 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 City of Nampa.

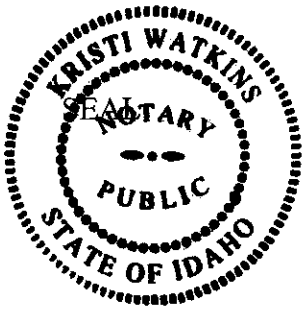
Doris J. Hayward
exp. 8-22-13

DORIS J. HAYWARD NOTARY

STATE OF IDAHO)
) ss.
County of Canyon)

On this 19th day of January, in the year of 2012 before me, Kristi Watkins, personally appeared Isaac Moffett, known or identified to me, to be Isaac Moffett, of _____, the owner/developer whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same for and on behalf of himself.

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



SEAL

Kristi Watkins
Notary Public for State of Idaho
Residing at Caldwell Idaho
Commission Expires: Sept 3, 2015

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

12 NORTH MIDDLETON ROAD, NAMPA

LOT 7, BLOCK 3 - WESTVIEW - NAMPA, SHERVIK'S REPLAT OF LOT 29 AND PART OF LOT 28, ON PAGE 9, BOOK 13 OF CANYON COUNTY PLATS, IN THE SW ¼ SECTION 20, TOWNSHIP 3 NORTH, RANGE 2 WEST, B.M.

EXHIBIT "B"

CONDITION OF APPROVAL

1. Owner/Developer(s) agree that signing this Agreement and accepting the terms therein does not abrogate Owner/Developer(s) need to comply with other requirements/conditions imposed upon the Property as set forth in adopted city codes, permit approval conditions and policies and as imposed by vote of the City's Planning and Zoning Commission and City Council or by imposition of City Staff and other agencies as a result of fulfilling their obligatory duties and administering adopted city codes, permit approvals conditions and policies .

CONSENT OF LIENHOLDER
AND
SUBORDINATION AGREEMENT

NOTICE: THIS CONSENT OF LIENHOLDER AND SUBORDINATION AGREEMENT, ONCE SIGNED AND RECORDED, WILL RESULT IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF AN INFERIOR PRIORITY THAN A PROPOSED DEVELOPMENT AGREEMENT FOR THE PROPERTY BETWEEN THE OWNER OF THE PROPERTY AND THE CITY OF NAMPA.

WHEREAS, the undersigned, ESTATE OF EVELYN L. MOORE, (hereinafter "LIENHOLDER"), has a security interest in, and is a lienholder of, the following described real property located at 12 N MIDDLETON Rd - NAMPA ID ("PROPERTY") owned by ISAAC + Tracy Moffett ("OWNER"), to-wit:

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

AND WHEREAS, LIENHOLDER has a secured interest in the PROPERTY by virtue of that certain_____ dated _____ _____ and recorded as Instrument No. _____, records of Canyon County, Idaho (the "LIEN"); and

WHEREAS, OWNER has applied to the City of Nampa for zoning/rezoning of the PROPERTY and the City of Nampa has agreed to grant such zoning/rezoning subject to OWNER undertaking certain improvements to the PROPERTY as set forth in a Development Agreement between the OWNER and the City of Nampa; and

WHEREAS, OWNER executed the Development Agreement with the City of Nampa setting forth the proposed improvements to the PROPERTY that OWNER agrees to accomplish in exchange for the desired zoning/rezoning of the PROPERTY by the City of Nampa; and

WHEREAS, it is a condition precedent to the execution of the Development Agreement and the subsequent zoning/rezoning of the PROPERTY by the City of Nampa, that the Development Agreement shall unconditionally be and remain at all times prior and superior to the LIEN of the LIENHOLDER; and

WHEREAS, City of Nampa is willing to enter into the Development Agreement and zone/rezone the PROPERTY pursuant to OWNER'S request provided the Development Agreement is superior to the LIEN and provided the LIENHOLDER will specifically and unconditionally subordinate the LIEN to the Development Agreement in favor of the City of Nampa; and

WHEREAS, it is to the mutual benefit of the parties that the City of Nampa enter into the Development Agreement with OWNER and zone/rezone the PROPERTY pursuant to

OWNER'S request, and LIENHOLDER is willing that the Development Agreement, when recorded, shall become unconditionally prior and superior to the LIEN of the LIENHOLDER.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce the City of Nampa to enter into a Development Agreement with OWNER and zone/rezone the PROPERTY pursuant to OWNER'S request, it is hereby declared, understood and agreed as follows, and LIENHOLDER hereby declares, agrees and acknowledges that:

a) LIENHOLDER consents to the Development Agreement executed by OWNER and the City of Nampa and hereby subordinates LIENHOLDER'S security interest in the PROPERTY to the Development Agreement between OWNER and the City of Nampa.

b) The City of Nampa will not zone/rezone the PROPERTY without this Consent of Lienholder and Subordination Agreement.

c) This Consent of Lienholder and Subordination Agreement shall be the whole and only agreement with regard to the subordination of the LIEN to the Development Agreement between the OWNER and the City of Nampa and shall supersede and cancel any prior agreements as to such subordination.

d) LIENHOLDER consents to and approves the terms and all provisions of the Development Agreement for the PROPERTY and the zoning/rezoning of the PROPERTY as requested by OWNER.

e) LIENHOLDER intentionally and unconditionally waives, relinquishes and subordinates the LIEN to the Development Agreement in favor of the City of Nampa and understands that, in reliance upon and in consideration of this consent and subordination, specific plans and financial arrangements are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this consent and subordination.

f) The Development Agreement and any renewals, modifications or extensions thereof shall unconditionally be and remain at all times prior and superior to the LIEN of the LIENHOLDER.

g) This Consent of Lienholder and Subordination Agreement will be recorded in the records of Canyon County, Idaho and, as such, will give notice that the LIEN of the LIENHOLDER has been subordinated to the Development Agreement in favor of the City of Nampa.

h) The individual executing this Consent of Lienholder and Subordination Agreement on behalf of the LIENHOLDER represents and warrants that he

or she is duly authorized to execute and deliver this Consent of Lienholder and Subordination Agreement on behalf of LIENHOLDER in accordance with duly adopted organizational documents or agreements and if appropriate a resolution of the LIENHOLDER, and that this Agreement is binding upon the LIENHOLDER in accordance with its terms, and said individual shall cause, within five days after execution of this Consent of Lienholder and Subordination Agreement, deliver to the City of Nampa a certified copy of proof of such authority authorizing or ratifying the execution of this Consent of Lienholder and Subordination Agreement and, if a corporation, partnership, limited partnership or limited liability company, then a Certificate of Good Standing issued by the Secretary of State of the state of said corporation's incorporation dated not earlier than thirty (30) days prior to the execution hereof, along with proof of qualification to do business in Idaho.

(i) LIENHOLDER further agrees to release its interest in any portion of the PROPERTY that is designated in the Development Agreement or accompanying plat or site plan for any companion application to be conveyed to the City of Nampa or any other public entity for public purposes, including but not limited to: street right of way, utility easements, pathway easements.

(j) LIENHOLDER further agrees and understands that if OWNER does not fulfill all terms of the Development Agreement, the City of Nampa may exercise any or all of its remedies thereunder, including, but not limited to the withholding of building permits and certificates of occupancy, or revocation of the zoning entitlements resulting in a rezoning of the property to the zoning designation that existed prior to the zone/rezone sought pursuant to the current application.

(k) In the event an action is brought to enforce any of the terms or provisions of this Consent of Lienholder and Subordination Agreement, or to revoke this Consent of Lienholder and Subordination Agreement, or to apply any other remedy available to the City of Nampa, whether for a default hereunder or the failure of OWNER or LIENHOLDER to fulfill any term, condition or provision hereunder, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney fee, together with such other costs as may be authorized by law.

(l) In the event any of the provisions of this Consent of Lienholder and Subordination Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions hereof.

(m) This Consent of Lienholder and Subordination Agreement is established under the laws of the State of Idaho, and all questions concerning its validity and construction shall be determined under such laws.

(n) The provisions and stipulations of this Consent of Lienholder and Subordination Agreement shall inure to and bind the heirs, personal representatives, assigns and successors in interest of the parties hereto.

LIENHOLDER:

By: Judith Marlene Douglas

STATE Of Idaho)
:ss
County of Ada)

On this 12th day of January in the year 2012, before me, a Notary Public, personally appeared Judith Marlene Douglas, the Personal Representative of Estate of Evelyn L Moore, LIENHOLDER, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the LIENHOLDER and was so authorized to do so.

Jamie Spellman
Notary Public for Idaho
Commission Expires: 7/20/12

(SEAL) JAMIE SPELLMAN NOTARY PUBLIC STATE OF IDAHO