

006

2015-050476

RECORDED

12/29/2015 10:51 AM



00206458201500504760210218

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=21 SDUPUIS

NO FEE

ORDINANCE

NAMPA CITY OF



**Canyon County
Recorder's Office
Document
Cover Sheet**



REC'D JAN 26 2016

CORRECTED ORDINANCE NO. 4202

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 16294 N. FRANKLIN ROAD, NAMPA, IDAHO, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE RMH (MULTI-FAMILY RESIDENTIAL) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; AND DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215.

WHEREAS, Ordinance No. 4202, was originally approved by the Nampa City Council on the 5th day of October, 2015, following all required public notice and hearing procedures;

WHEREAS, said Ordinance No. 4202 was recorded on October 13, 2015, in the office of the Canyon County Recorder, Canyon County, Idaho, as Instrument No. 2015-040144;

WHEREAS, it was thereafter discovered that said Ordinance No. 4202 contained an error in the legal description referred to as Exhibit A therein;

WHEREAS, the City wishes to *correct* said Ordinance No. 4202 by correcting the error in the legal description contained in Exhibit A therein and to re-record said Ordinance No. 4202.

BE IT ORDAINED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO:

Section 1. That the Nampa City Council, upon recommendation of the Planning & Zoning Commission, and following the public notice and hearing procedures set forth in the Local Land Use Planning Act and Nampa City Code § 10-03-08 and Chapter 2, Title 10, approved Case No. ANN 1963-15 (Duspiva Annexation) at a public hearing held on August 3, 2015.

Section 2. The following described property, commonly known as 16294 N. Franklin Road, Nampa, Idaho, is contiguous to the City of Nampa, Idaho, and the applicant has requested that said following described property should be annexed into the City of Nampa as RMH (Multi Family Residential):

REC'D JAN 28 2016
See Exhibit "A," attached hereto and made a part hereof by this reference.

Section 3. That the above-described property, the description of which *corrects* the erroneous description provided in that certain original Ordinance 4202 described in the recitals above, is hereby annexed into the corporate limits of the City of Nampa and zoned RMH (Multi Family Residential).

Section 4. That the City Engineer and the Planning & Zoning Director of the City of Nampa, Idaho, are hereby instructed to so designate the same above described property on the official zoning map and other area maps of the City of Nampa, Idaho as lying within the city limits and zoned RMH (Multi Family Residential).

Section 5. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

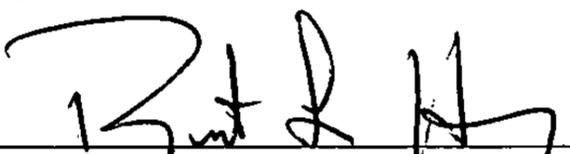
Section 6. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

Section 7. The Clerk of the City of Nampa, Idaho shall, within 10 days following the effective date of this ordinance, duly file a certified copy of this ordinance and a map prepared in a draftsman-like manner plainly and clearly designating the boundaries of the City of Nampa, including the land herein annexed, with the following officials of the County of Canyon, State of Idaho, to-wit: the Recorder, Auditor, Treasurer and Assessor and shall file simultaneously a certified copy of this ordinance with the State Tax Commission of the State of Idaho, all in compliance with Idaho Code § 63-215.

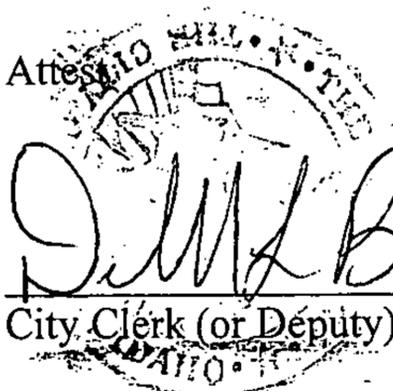
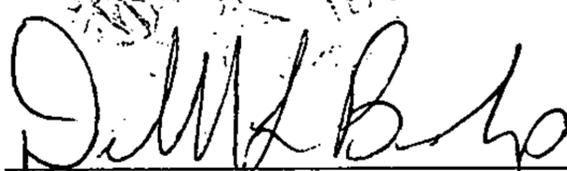
ORIGINALLY PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, on the 5th day of October, 2015, AND CORRECTED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this 7th day of December, 2015.

ORIGINALLY APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, on the 5th day of October, 2015, THE CORRECTION OF WHICH WAS APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 7TH DAY OF DECEMBER.

Approved:



Mayor Robert L. Henry


Attest:


City Clerk (or Deputy)

State of Idaho)

Canyon County)

On this 7th day of December, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Henry and Deborah L. 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-Roland

Doris J. Hayward-Roland

Residing at: Nampa, Canyon County, Idaho

My Commission Expires: 08/15/2019

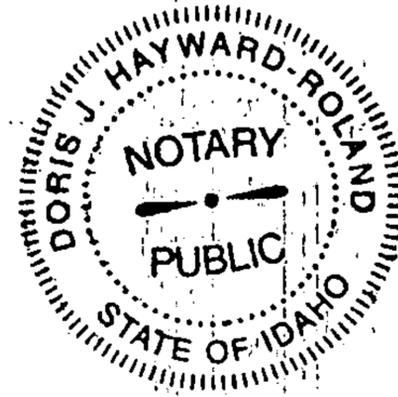


EXHIBIT "A"

A parcel of land being a portion of the Northwest Quarter of the Southwest Quarter of Section 11, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and more particularly described as follows:

Beginning at an iron bolt marking the Northwest corner of the said Northwest Quarter of the Southwest Quarter of Section 11, also said point being the REAL POINT OF BEGINNING;

thence South $89^{\circ}25'16''$ East 491.09 feet along the Northerly boundary of the said Northwest Quarter of the Southwest Quarter of Section 11, which is also the centerline of Birch Lane, to a brass cap;

thence South $45^{\circ}37'00''$ East 975.16 feet to a brass cap;

thence South $8^{\circ}23'00''$ East 659.15 feet to a brass cap on the Southerly boundary of the said Northwest Quarter of the Southwest Quarter of Section 11;

thence North $89^{\circ}25'18''$ West 1,294.00 feet along the said Southerly boundary of the Northwest Quarter of the Southwest Quarter of Section 11 to a brass cap marking the Southwest corner of the said Northwest Quarter of the Southwest Quarter of Section 11;

thence North $0^{\circ}25'32''$ East 1,326.13 feet along the Westerly boundary of the said Northwest Quarter of the Southwest Quarter of Section 11, which is also the centerline of North Franklin Road, to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM:

A parcel of land being a portion of the said NW 1/4 of the SW 1/4 of Section 11, T.3N., R.2W., B.M., Canyon County, Idaho, further described as follows:

Beginning at a found $5/8''$ iron bolt, as it is shown on that certain Record Of Survey, Instrument No. 930143, recorded September 21, 1981 in the office of the Canyon County Recorder, marking the W 1/4 corner of said Section 11, also marking the centerline intersection point of Birch Lane and North Franklin Road, the TRUE POINT OF BEGINNING, from which the SW corner of said Section 11 bears S. $00^{\circ}25'32''$ W. 2652.25 feet;

thence S. $89^{\circ}25'16''$ E. 491.19' along the Northerly boundary line of said NW 1/4 of the SW 1/4 of Section 11 and along the centerline of said Birch Lane to a point;

thence leaving said Northerly boundary line and said centerline S. $45^{\circ}37'00''$ E. 975.16 feet to a point;

thence S. $08^{\circ}23'00''$ E. 659.15 feet to a point on the Southerly boundary of Said NW 1/4 of the SW 1/4 of said Section 11;

thence N. 89°25'18" W. 743.92 feet along said Southerly boundary line to a set 5/8" iron pin and cap marked J-U-B LS 944;

thence leaving said Southerly boundary line N, 00°27'26 E. 450.37 feet to a set 5/8" iron pin and cap marked J-U-B LS 944;

thence N. 89°25'18" W. 517.33 feet parallel with said Southerly boundary line of the NW 1/4 of the SW 1/4 of Section 11 to a set 5/6" Iron pin and cap marked J-U-B LS 944, being a point on the Easterly right-of-way of said North Franklin Road;

thence leaving said Easterly right-of-way and continuing parallel with said Southerly boundary line N. 89°25'18" W. 33.00 feet to a set PK nail and washer marked J-U-B LS 944, marking a point on the said centerline of North Franklin Road and on the Westerly boundary of the said NW 1/4 SW 1/4, Section 11;

thence N. 00°25'32' E. 875.76 feet along said centerline of North Franklin Road and said Westerly boundary of the NW 1/4 SW 1/4 to the Point of Beginning.

Memo

To: Whom it May Concern
From: Debbie Bishop – City Clerk
Date: 12/22/2015
Re: Legal description for Ordinance 4202

On December 7, 2015 Council made a motion to approve the corrected legal for the Ordinance #4202.

On December 21, 2015 council made a motion to approve the corrected legal for the development agreement for Ordinance #4202

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this 5th day of October, 2015 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and:
Gary Dusigna, hereinafter referred to as "Owner(s)/Developer(s)."

RECITALS

- A. Owner(s)/Developer(s) is the owner of approximately 5.69 acres of real property legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").
- B. Owner(s)/Developer(s) applied to City on or about May 15, 2015 (the "**date of application**") for annexation into the incorporated limits of the City, and, assignment of zoning to/for the Property to RMH (High Density Multiple Family Residential) in anticipation of developing the Property (for the "**Project**").
- C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 50-222, has the authority to annex the Property 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 district assignment and development of the Property and the terms of this Agreement. City has approved the requested annexation, and, zoning of the Property to RMH 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 Project shall be developed in substantial conformance with the conceptual plans (i.e., site, landscape and building elevations) attached hereto as **Exhibits "B (1-4)"** and made a part hereof (the "**Conceptual Plans**"); provided, however, that Owner(s)/Developer(s) shall have limited flexibility to develop the Property to meet market conditions within the bounds of the City's ordinances, and, the only specific commitments concerning development of the Project which Owner(s)/Developer(s) is making are set forth herein. Upon recordation of this Agreement, Owner(s)/Developer(s) shall have all entitlement approvals required from City for development of the Project in substantial conformance with the Conceptual Plan.

4. The provisions and stipulations of this Agreement shall be binding on City, Owner(s)/Developer(s), 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 "C"**, and by this reference incorporated herein.

5. This Agreement may be modified only by the written agreement of Owner(s)/Developer(s) 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(s)/Developer(s) 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(s)/Developer(s) 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(s)/Developer(s), 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(s)/Developer(s) failure to comply with the terms and conditions of this Agreement to Owner(s)/Developer(s) and Owner(s)/Developer(s) fails to cure such failure within six (6) months of Owner(s)/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(s)/Developer(s), 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 filed. 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(s)/Developer(s), 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(s)/Developer(s) and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between Owner(s)/Developer(s) 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(s)/Developer(s), 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(s)/Developer(s) 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(s)/Developer(s) 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(s)/Developer(s) 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(s)/Developer(s) 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(s)/Developer(s) 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(s)/Developer(s) for the portion of the Property still owned by Owner(s)/Developer(s).

c. In the event the performance of any obligation to be performed hereunder by either Owner(s)/Developer(s) 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(s)/Developer(s), 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.

EXHIBIT "A"

A parcel of land being a portion of the Northwest Quarter of the Southwest Quarter of Section 11, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and more particularly described as follows:

Beginning at an iron bolt marking the Northwest corner of the said Northwest Quarter of the Southwest Quarter of Section 11, also said point being the REAL POINT OF BEGINNING;

thence South 89°25'16" East 491.09 feet along the Northerly boundary of the said Northwest Quarter of the Southwest Quarter of Section 11, which is also the centerline of Birch Lane, to a brass cap;

thence South 45°37'00" East 975.16 feet to a brass cap;

thence South 8°23'00" East 659.15 feet to a brass cap on the Southerly boundary of the said Northwest Quarter of the Southwest Quarter of Section 11;

thence North 89°25'18" West 1,294.00 feet along the said Southerly boundary of the Northwest Quarter of the Southwest Quarter of Section 11 to a brass cap marking the Southwest corner of the said Northwest Quarter of the Southwest Quarter of Section 11;

thence North 0°25'32" East 1,326.13 feet along the Westerly boundary of the said Northwest Quarter of the Southwest Quarter of Section 11, which is also the centerline of North Franklin Road, to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM:

A parcel of land being a portion of the said NW 1/4 of the SW 1/4 of Section 11, T.3N., R.2W., B.M., Canyon County, Idaho, further described as follows:

Beginning at a found 5/8" iron bolt, as it is shown on that certain Record Of Survey, Instrument No. 930143, recorded September 21, 1981 in the office of the Canyon County Recorder, marking the W 1/4 corner of said Section 11, also marking the centerline intersection point of Birch Lane and North Franklin Road, the TRUE POINT OF BEGINNING, from which the SW corner of said Section 11 bears S. 00°25'32" W. 2652.25 feet;

thence S. 89°25'16" E. 491.19' along the Northerly boundary line of said NW 1/4 of the SW 1/4 of Section 11 and along the centerline of said Birch Lane to a point;

thence leaving said Northerly boundary line and said centerline S.45°37'00" E. 975.16 feet to a point;

thence S. 08°23'00" E. 659.15 feet to a paint on the Southerly boundary of Said NW 1/4 of the SW 1/4 of said Section 11;

thence N. 89°25'18" W. 743.92 feet along said Southerly boundary line to a set 5/8" iron pin and cap marked J-U-B LS 944;

thence leaving said Southerly boundary line N, 00°27'26 E. 450.37 feet to a set 5/8" iron pin and cap marked J-U-B LS 944;

thence N. 89°25'18" W. 517.33 feet parallel with said Southerly boundary line of the NW 1/4 of the SW 1/4 of Section 11 to a set 5/6" Iron pin and cap marked J-U-B LS 944, being a point on the Easterly right-of-way of said North Franklin Road;

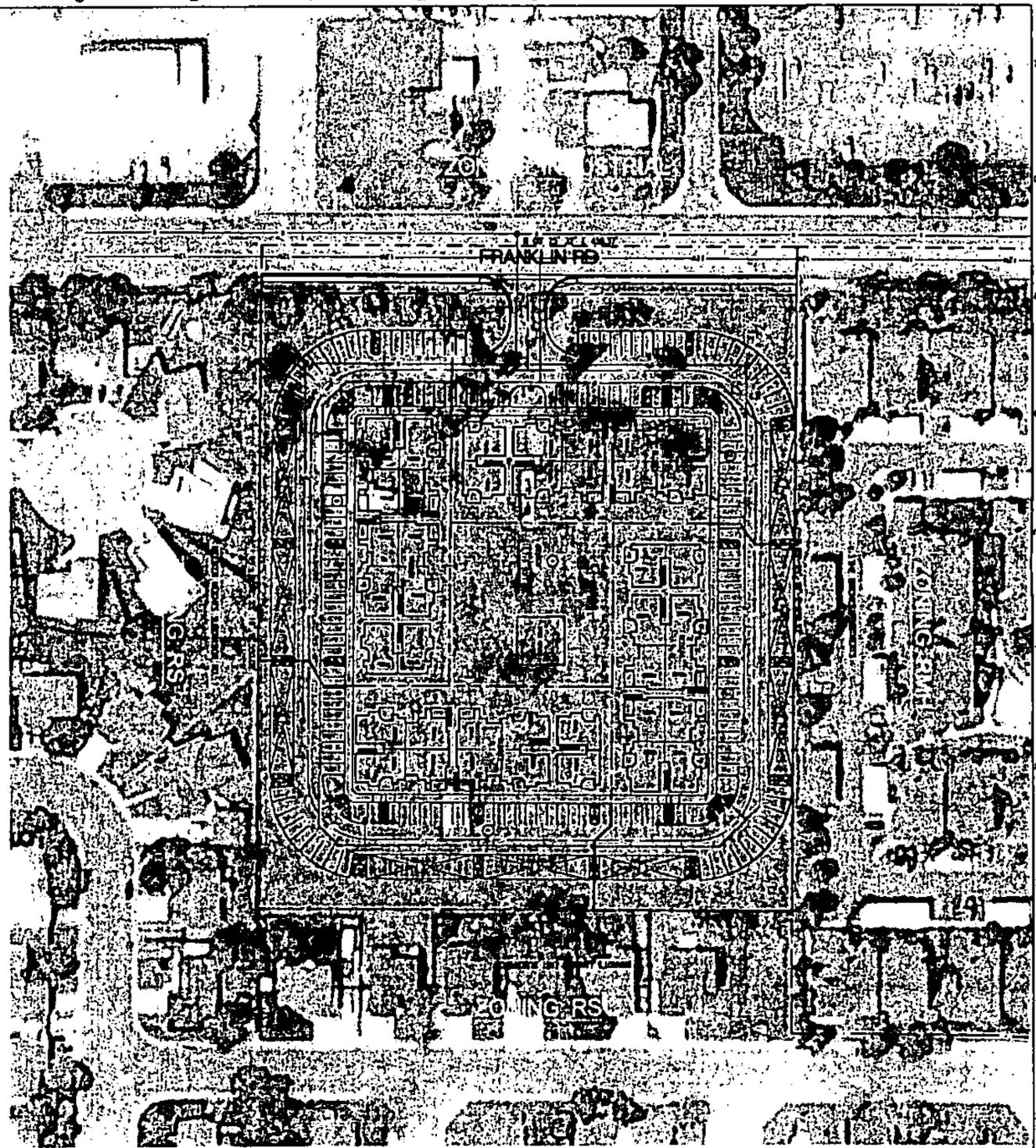
thence leaving said Easterly right-of-way and continuing parallel with said Southerly boundary line N. 89°25'18" W. 33.00 feet to a set PK nail and washer marked J-U-B LS 944, marking a point on the said centerline of North Franklin Road and on the Westerly boundary of the said NW 1/4 SW 1/4, Section 11;

thence N. 00°25'32' E. 875.76 feet along said centerline of North Franklin Road and said Westerly boundary of the NW 1/4 SW 1/4 to the Point of Beginning.

EXHIBIT "B"

CONCEPTUAL PLANS

EXHIBIT B 1



N LANDSCAPE PLAN
SCALE: 1" = 20'

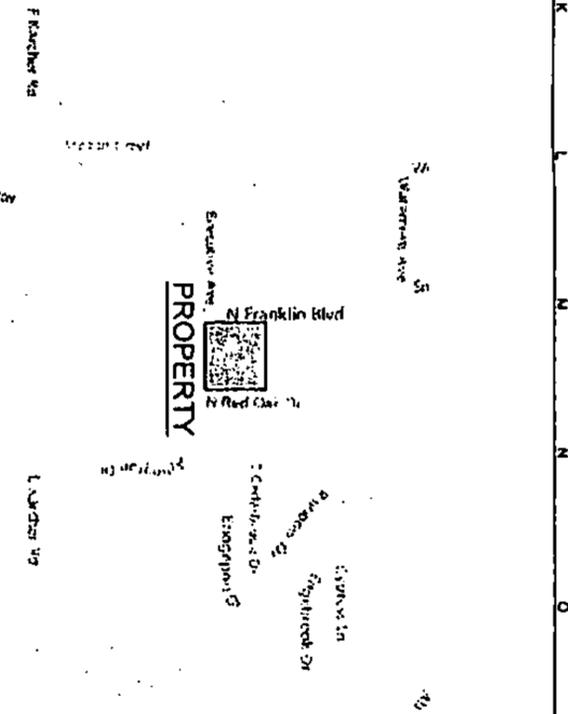
SEE SHEETS L20 - L21 FOR PLANT SCHEDULE, LANDSCAPE NOTES AND DETAILS

PRELIMINARY DEVELOPMENT FEATURES

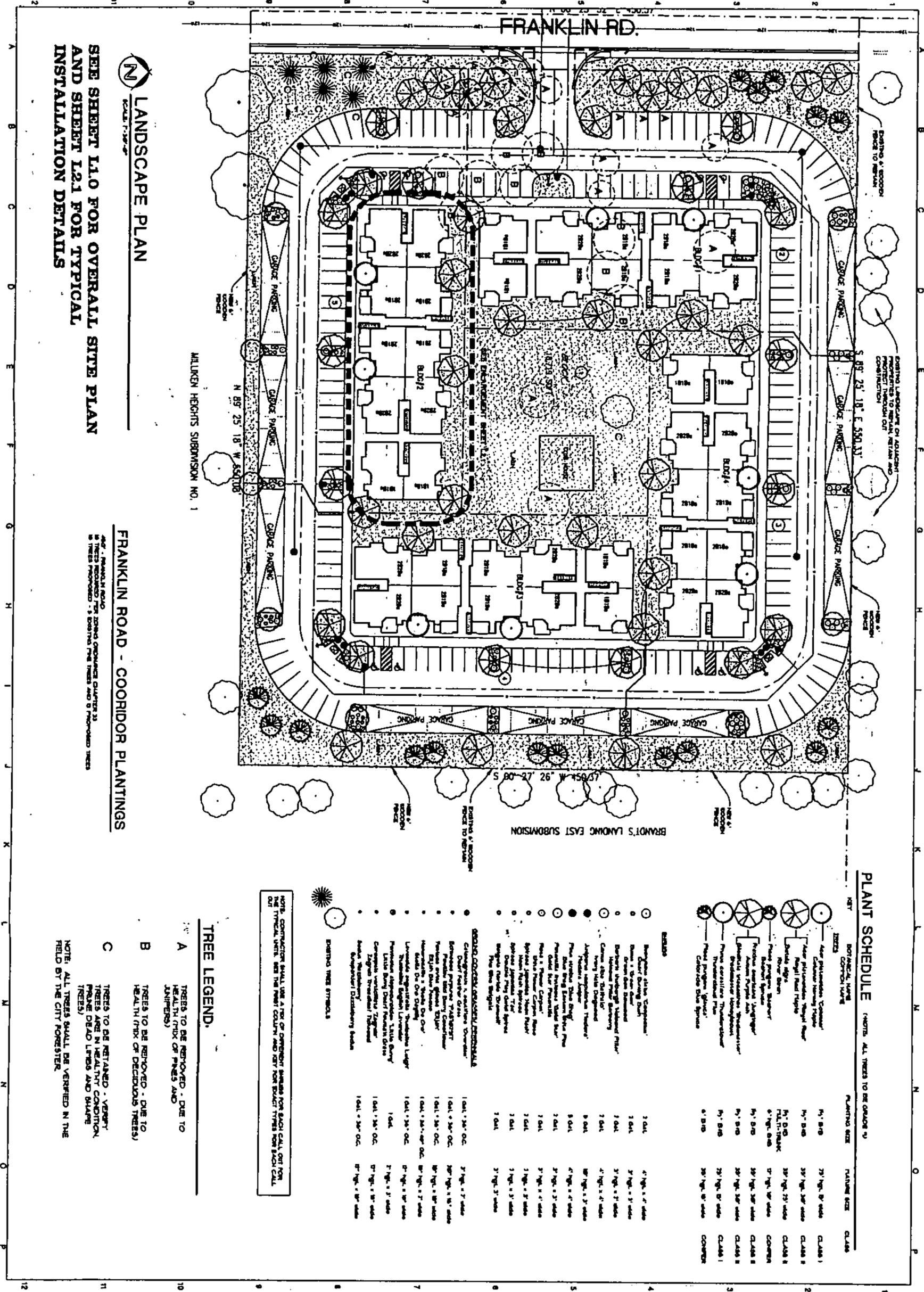
TOTAL ACRES.....	5.668 AC
TOTAL LOTS.....	5
COMMON/OPEN SPACE LOTS.....	1
BUILDABLE LOTS.....	4
NUMBER OF APARTMENT BUILDINGS.....	4
NUMBER OF UNITS.....	120
DENSITY - UNITS PER ACRE.....	21.09
AVERAGE BLDG. LOT SIZE.....	81,452 SF OR 32.8K
CURRENT ZONING.....	R4H
PARKING STALLS REQUIRED.....	240
ADA VAN ACCESSIBLE STALLS PROVIDED.....	4
ADA PARKING STALLS PROVIDED.....	4
PARKING STALL SHOWN.....	247

ROBNETT DEVELOPMENT, LLC.
3818 NEWBY STREET
NANPA, ID 83607
208-284-7889

CK ENGINEERING
860 HEADWATERS DR.
EAGLE, ID 83616
PHONE 208-869-0590



<p>L1.0</p>	<p>LANDSCAPE PLAN FRANKLIN APARTMENTS SUBDIVISION</p>	<p>NANPA IDAHO</p>	<p>South LANDSCAPE ARCHITECTURE, P.C. 2802 S. VISTA AVE. BOISE, IDAHO 83706</p>	<p>DATE: 8-17-2008 DRAWN BY: JDM CHECKED BY: TLA PROJECT NUMBER:</p>	<p>TEL: 208-342-2989 FAX: 208-342-2983</p>	



LANDSCAPE PLAN
 SCALE: 1/8" = 1'-0"
SEE SHEET L1.0 FOR OVERALL SITE PLAN AND SHEET L2.1 FOR TYPICAL INSTALLATION DETAILS

FRANKLIN ROAD - CORRIDOR PLANTINGS

4'-0" - FRANKLIN ROAD
 2'-0" - TYPICAL CORRIDOR PLANTING
 2'-0" - TYPICAL CORRIDOR PLANTING
 2'-0" - TYPICAL CORRIDOR PLANTING

PLANT SCHEDULE (NOTE: ALL TREES TO BE GRADE UP)

NO.	PLANT NAME	PLANTING SIZE	PLANTING SIZE	CLASS
1	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
2	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
3	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
4	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
5	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
6	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
7	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
8	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
9	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
10	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
11	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
12	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
13	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
14	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
15	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
16	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
17	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
18	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
19	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
20	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
21	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
22	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
23	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
24	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
25	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
26	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
27	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
28	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
29	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
30	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
31	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
32	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
33	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
34	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
35	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
36	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
37	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
38	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
39	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
40	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
41	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
42	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
43	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
44	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
45	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
46	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
47	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
48	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
49	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
50	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1

DEVELOPMENT SCHEDULE

NO.	PLANT NAME	PLANTING SIZE	PLANTING SIZE	CLASS
1	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
2	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
3	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
4	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
5	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
6	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
7	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
8	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
9	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
10	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
11	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
12	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
13	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
14	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
15	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
16	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
17	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
18	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
19	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
20	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
21	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
22	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
23	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
24	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
25	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
26	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
27	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
28	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
29	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
30	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
31	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
32	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
33	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
34	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
35	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
36	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
37	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
38	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
39	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
40	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
41	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
42	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
43	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
44	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
45	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
46	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
47	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
48	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
49	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1
50	Aspen Picea	4" B10	20' Hgt. 8" Dia	CLASS 1

TREE LEGEND

- A TREES TO BE REMOVED - DUE TO HEALTHY/TX OF TREES AND JANNERS)
 - B TREES TO BE REMOVED - DUE TO HEALTHY/TX OF DECIDUOUS TREES)
 - C TREES TO BE RETAINED - VERY TREES ARE IN HEALTHY CONDITION, PRUNE DEAD LIMBS AND SHAPE (TREES)
- NOTE: ALL TREES SHALL BE VERIFIED IN THE FIELD BY THE CITY FORESTER.

<p>L2.0</p>	<p>LANDSCAPE PLAN FRANKLIN APARTMENTS SUBDIVISION</p>	<p>NAMPA IDAHO</p>	<p>South LANDSCAPE ARCHITECTURE, P.C. 2902 E. VISTA AVE. BOISE, IDAHO 83705</p>	<p>DATE: 8-17-2009</p>	<p>PHONE: 342-2999 FAX: 342-2995</p>	

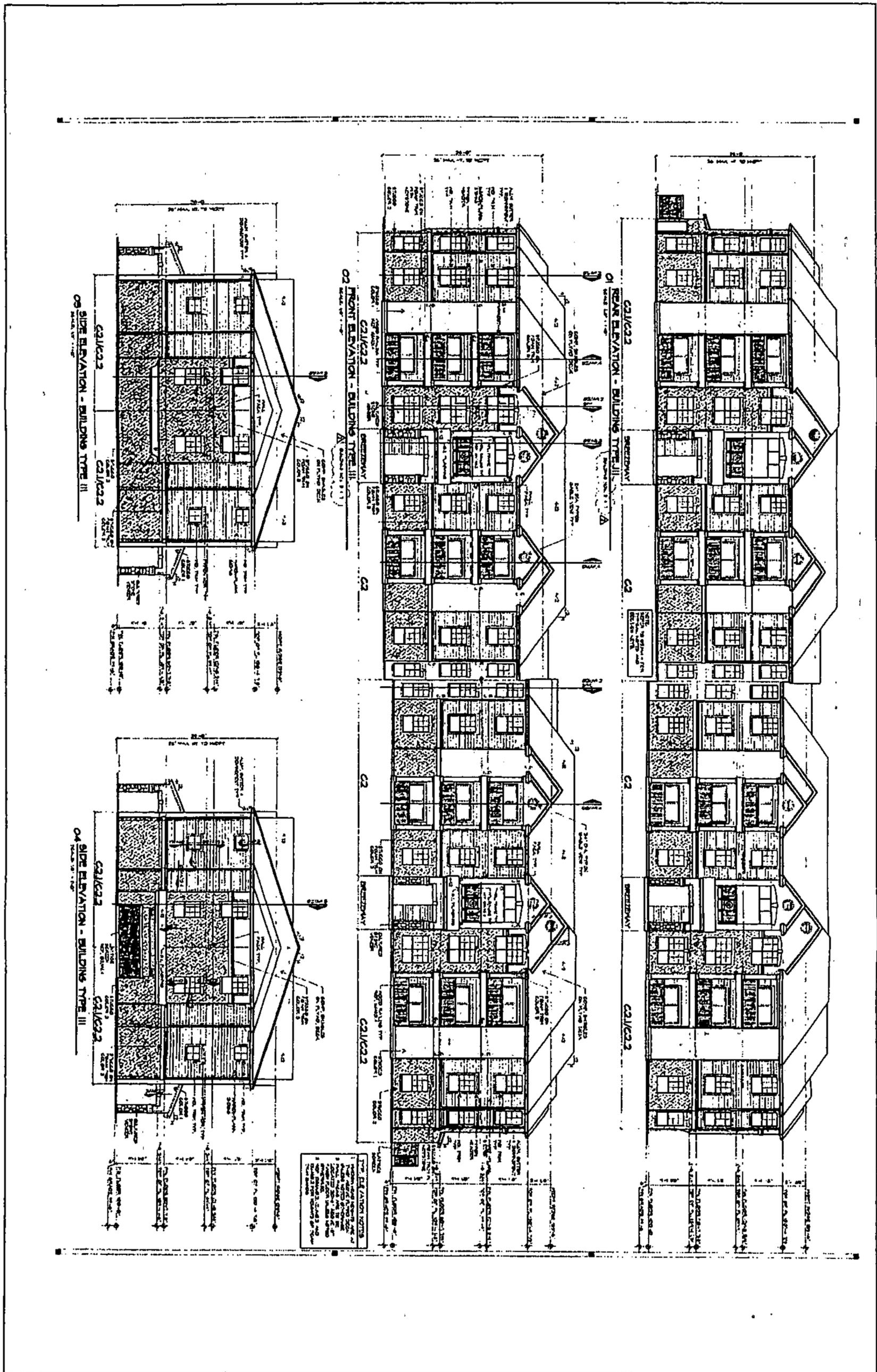


EXHIBIT "C"

CONDITIONS OF APPROVAL

1. Prior to the third reading of the annexation and zoning ordinance, the Owner(s)/Developer(s) shall dedicate 40-feet of land, all along the Property's frontage with N. Franklin Road, for the purpose of facilitating the widening of N. Franklin Road to its ultimate "buildout" width of 80'. (Franklin Road is functionally classified as an "arterial" and City intends that its width span 40' to each side of its centerline.)
2. Owner(s)/Developer(s)/Project shall [further] comply with [June 10, 2015] requirements from the City's Engineering Division as follows:
 - a. At time of development of the Property, the Owner(s)/Developer(s) shall extend all public utilities to and through the Property in accordance with current City Policy and Master Plans. In addition, the Owner(s)/Developer(s) shall also emplace all necessary and required frontage improvements along N. Franklin Road. These improvements will include, but not be limited to, the following:
 - Sewer
 - Water
 - Pressure Irrigation
 - Curb, gutter, and sidewalk
 - Landscaping as required
 - Storm drainage-both on and off-site
 - Gravity Irrigation-Either continued delivery to, or wastewater from adjacent properties
 - Pavement widening and striping as required
 - b. Annexation into the Nampa Municipal Irrigation System at time Property is developed is, and shall be, required.
 - Per discussion with owner/applicant on June 9, 2015: Owner may request to be allowed to utilize an alternative irrigation source, either from an existing well on site (with irrigation water right), existing Pioneer Irrigation District source, or a combination of both.