

2016-033895

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CHRIS YAMAMOTO

CANYON COUNTY RECORDER

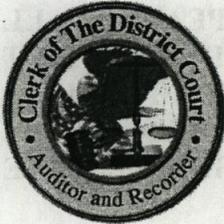
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ORDINANCE

NAMPA CITY OF

Canyon County Recorder's Office Document Cover Sheet



REC'D AUG 31 2016

ORDINANCE NO. 4273

AN ORDINANCE DETERMINING THAT CERTAIN LANDS LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS, COMMONLY KNOWN AS 8142 W. USTICK ROAD, 17535 STAR ROAD, 17547 STAR ROAD, AND THREE PARCELS ADDRESSED AS "0" STAR ROAD, NAMPA, CANYON COUNTY, IDAHO, SHOULD BE ANNEXED INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE RS 8.5 (SINGLE FAMILY RESIDENTIAL - WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 8,500 SQUARE FEET) ZONE, COMPRISING APPROXIMATELY 178.41 ACRES, MORE OR LESS, THE RS 12 (SINGLE FAMILY RESIDENTIAL - WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 12,000 SQUARE FEET) ZONE, COMPRISING APPROXIMATELY 6.61 ACRES, MORE OR LESS, AND THE RS 18 (SINGLE FAMILY RESIDENTIAL - WITH A "REQUIRED PROPERTY AREA" OF AT LEAST 18,000 SQUARE FEET) ZONE, COMPRISING APPROXIMATELY 5.34 ACRES, MORE OR LESS; 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; PROVIDING FOR RECORDATION; 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.

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 2065-15 (Star Development, Inc. Annexation).

Section 2. The following described property, comprising approximately 178.41 acres, more or less, is contiguous to the City of Nampa, Idaho and the applicant has requested that said properties should be annexed into the City of Nampa and zoned as RS 8.5 (Single Family Residential - With a "Required Property Area" of at Least 8,500 Square Feet):

See "Exhibit A" attached hereto and made a part hereof by this reference.

Section 3. The following described property, comprising approximately 6.61 acres, more or less, is contiguous to the City of Nampa, Idaho and the applicant has requested that said properties should be annexed into the City of Nampa and zoned as RS 12 (Single Family Residential - With a "Required Property Area" of at Least 12,000 Square Feet):

See "Exhibit B" attached hereto and made a part hereof by this reference.

Section 4. The following described property, comprising approximately 5.34 acres, more or less, is contiguous to the City of Nampa, Idaho and the applicant has requested that said properties should be annexed into the City of Nampa and zoned as RS 18 (Single Family Residential – With a "Required Property Area" of at Least 18,000 Square Feet):

See "Exhibit C" attached hereto and made a part hereof by this reference.

Section 5. That the property described in Section 2 above is hereby annexed into the corporate limits of the City of Nampa and zoned RS 8.5 (Single Family Residential – With a "Required Property Area" of at Least 8,500 Square Feet).

Section 6. That the property described in Section 3 above is hereby annexed into the corporate limits of the City of Nampa and zoned RS 12 (Single Family Residential – With a "Required Property Area" of at Least 12,000 Square Feet).

Section 7. That the property described in Section 4 above is hereby annexed into the corporate limits of the City of Nampa and zoned RS 18 (Single Family Residential – With a "Required Property Area" of at Least 18,000 Square Feet).

Section 8. That the recordation of this ordinance shall be deemed for all intents and purposes as an amendment to the zoning ordinance and zoning map of the City of Nampa; 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 properties on the official zoning map and other area maps of the City of Nampa, Idaho as lying within the city limits and zoned RS 8.5 (Single Family Residential – With a "Required Property Area" of at Least 8,500 Square Feet), RS 12 (Single Family Residential – With a "Required Property Area" of at Least 12,000 Square Feet), and RS 18 (Single Family Residential – With a "Required Property Area" of at Least 18,000 Square Feet), respectively, as set forth above.

Section 9. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 10. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

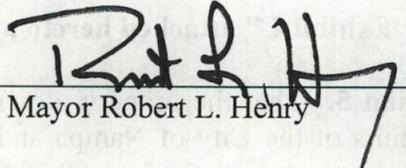
Section 11. The Clerk of the City of Nampa, Idaho shall, within 10 days following the effective date of this ordinance, duly file a certified copy of this ordinance and a map prepared in a draftsman-like manner plainly and clearly designating the boundaries of the City of Nampa, including the land herein 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.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 15TH DAY OF

AUGUST, 2016.

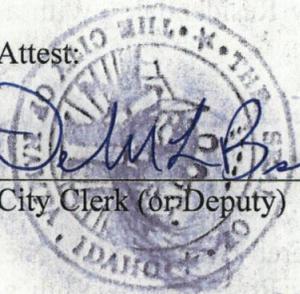
APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 15TH DAY OF AUGUST, 2016.

Approved:


Mayor Robert L. Henry

Attest:


City Clerk (or Deputy)



State of Idaho)

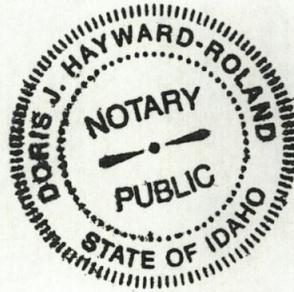
Canyon County)

On this 15th day of August, 2016, 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 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-Roland

Doris J. Hayward-Roland
Residing at: Nampa, Canyon County, Idaho
My Commission Expires: 08/15/2019



State of Idaho
Canyon County

Exhibit "A"

On this 15th day of August, 2010, I, _____, County Clerk of Canyon County, Idaho, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk of Canyon County, Idaho.

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



[Handwritten Signature]
Doris J. Hayward, Clerk
Residing at Newport, Canyon County, Idaho
My Commission Expires 08/15/2010

March 31, 2016

Description for Proposed RS-8.5 Zone
Silver Star Subdivision

A parcel located in the NW ¼ of Section 5 and the E ½ of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of Government Lot 4 of said Section 5, from which a 5/8 inch diameter iron pin marking the northeast corner of Government Lot 3 of said Section 5 bears S 89°18'00" E a distance of 2652.17 feet;

Thence S 0°47'23" W along the westerly boundary of said Government Lot 4 a distance of 1018.56 feet to a 5/8 inch diameter iron pin and the **POINT OF BEGINNING**;

Thence leaving said westerly boundary N 89°08'17" E a distance of 389.26 feet to a 5/8 inch diameter iron pin;

Thence N 17°38'35" E a distance of 28.76 feet to a point on the centerline of the Stafford Lateral;

Thence along said centerline the following described courses:

Thence S 68°22'41" E a distance of 347.49 feet to a point;

Thence S 71°55'29" E a distance of 71.96 feet to a point;

Thence a distance of 81.95 feet along the arc of a 96.89 foot radius curve right, said curve having a central angle of 48°27'42" and a long chord bearing S 47°41'38" E a distance of 79.53 feet to a point;

Thence S 23°27'46" E a distance of 75.83 feet to a point;

Thence a distance of 115.59 feet along the arc of a 100.16 foot radius curve left, said curve having a central angle of 66°07'17" and a long chord bearing S 56°31'16" E a distance of 109.28 feet to a point;

Thence S 89°34'47" E a distance of 351.93 feet to a point on the easterly boundary of said Government Lot 4;

Thence leaving said centerline S 0°48'50" W a distance of 43.82 feet to a 5/8 inch diameter iron pin marking the southeast corner of said Government Lot 4;

Thence S 88°50'34" E along the southerly boundary of Government Lot 3 of said Section 5 a distance of 1325.57 feet to a 5/8 inch diameter iron pin marking the southeast corner of said Government Lot 3;

Thence S 0°50'15" W along the easterly boundary of the SE ¼ of the NW ¼ of said Section 5 a distance of 1324.20 feet to a 5/8 inch diameter iron pin marking the southeast corner of said SE ¼ of the NW ¼;

Thence N 88°53'59" W along the southerly boundary of said NW ¼ a distance of 1252.34 feet to a point;

Thence leaving said boundary N 20°50'12" E a distance of 161.27 feet to point on a curve;

Thence a distance of 70.47 feet along the arc of a non-tangent 88.00 foot radius curve right, said curve having a central angle of 45°52'55" and a long chord bearing N 46°13'20" W a distance of 68.60 feet to a point;

Thence S 67°16'11" W a distance of 13.82 feet to a point;

Thence N 89°10'52" W a distance of 110.00 feet to a point;

Thence N 00°49'08" E a distance of 361.06 feet to a point;

Thence N 89°49'53" W a distance of 40.72 feet to a point of curvature;

Thence a distance of 28.58 feet along the arc of a 282.00 foot radius curve right, said curve having a central angle of 06°01'12" and a long chord bearing N 86°49'17" W a distance of 28.57 feet to a point;

Thence N 38°06'10" W a distance of 28.63 feet to a point on a curve;

Thence a distance of 12.56 feet along the arc of a non-tangent 428.00 foot radius curve right, said curve having a central angle of 01°40'52" and a long chord bearing N 06°45'54" E a distance of 12.56 feet to a point;

Thence N 84°04'32" W a distance of 56.00 feet to a point;

Thence N 88°53'59" W a distance of 123.98 feet to a point;

Thence S 14°03'19" W a distance of 98.51 feet to a point;

Thence S 12°31'33" W a distance of 182.90 feet to a point;

Thence N 88°53'59" W a distance of 331.31 feet to a point;

Thence N 85°37'33" W a distance of 109.27 feet to a point;

Thence N 00°47'23" E a distance of 8.59 feet to a point;

Thence N 89°12'37" W a distance of 66.00 feet to a point;

Thence N 0°47'23" E a distance of 194.31 feet to a point;

Thence N 89°00'07" W a distance of 448.37 feet to a point on the westerly boundary of said NW ¼;

Thence S 0°47'23" W along said westerly boundary a distance of 525.71 feet to a Brass Cap monument marking the southwest corner of said NW ¼;

Thence S 0°47'32" W along the easterly boundary of the E ½ of said Section 6 a distance of 408.00 feet to a 5/8 inch diameter iron pin;

Thence leaving said easterly boundary N 89°29'03" W a distance of 2641.62 feet to a 5/8 inch diameter pin on the westerly boundary of said E ½;

Thence N 0°53'53" E along said westerly boundary a distance of 409.00 feet to a 5/8 inch diameter iron pin marking the southwest corner of the NE ¼ of said Section 6;

Thence continuing along said westerly boundary N 0°54'24" E a distance of 1330.98 feet to a 5/8 inch diameter iron pin marking the northwest corner of the S ½ of the NE ¼ of said Section 6;

Thence S 89°22'21" E along the northerly boundary of said S ½ of the NE ¼ a distance of 2638.13 feet to a 5/8 inch diameter iron pin marking the northeast corner of said S ½ of the NE ¼, also being the southwest corner of Government Lot 4 of said Section 5;

Thence N 0°47'23" E along the westerly boundary of said Government Lot 4 a distance of 320.17 feet to the **POINT OF BEGINNING**;

Said parcel contains 178.41 acres and is subject to any easements existing or in use.



Exhibit "B"

to 20°42'32" W along the eastern boundary of the E 1/4 of said Section 8 a distance of 408.00 feet to a 0.75 inch diameter...

Thence N 89°23'27" E along the northern boundary of said B 1/4 of the NE 1/4 a distance of 393.81 feet to a 0.75 inch diameter iron pin marking the northeast corner of said B 1/4 of the NE 1/4 of said Section 8.

Thence N 0°55'52" E along the western boundary a distance of 409.00 feet to a 0.75 inch diameter iron pin marking the southwest corner of the NE 1/4 of said Section 8.

Thence continuing along said western boundary N 0°54'24" E a distance of 1030.88 feet to a 0.75 inch diameter iron pin marking the northwest corner of the NE 1/4 of said Section 8.

Thence S 89°23'27" E along the northern boundary of said B 1/4 of the NE 1/4 a distance of 393.81 feet to a 0.75 inch diameter iron pin marking the northeast corner of said B 1/4 of the NE 1/4 of said Section 8.

Thence N 0°54'24" E along the western boundary of said Government lot a distance of 350.77 feet to the POINT OF BEGINNING.

Said parcel contains 135.41 acres and is subject to any easements existing or in use.



March 30, 2016

Description for Proposed RS-12 Zone
Silver Star Subdivision

A parcel located in the NW ¼ of Section 5, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of Government Lot 4 of said Section 5, from which a 5/8 inch diameter iron pin marking the northeast corner of Government Lot 3 of said Section 5 bears S 89°18'00" E a distance of 2652.17 feet;

Thence S 0°47'23" W along the westerly boundary of said Government Lot 4 a distance of 2334.14 feet to the **POINT OF BEGINNING**;

Thence leaving said westerly boundary S 89°00'07" E a distance of 448.37 feet to a point;

Thence S 89°12'37" E a distance of 66.00 feet to a point;

Thence S 00°47'23" W a distance of 8.59 feet to a point;

Thence S 85°37'33" E a distance of 109.27 feet to a point;

Thence S 88°53'59" E a distance of 331.31 feet to a point;

Thence N 12°31'33" E a distance of 182.90 feet to a point;

Thence N 14°03'19" E a distance of 98.51 feet to a point;

Thence S 88°53'59" E a distance of 123.98 feet to a point;

Thence S 84°04'32" E a distance of 56.00 feet to a point on a curve;

Thence a distance of 12.56 feet along the arc of a non-tangent 428.00 foot radius curve left, said curve having a central angle of 01°40'52" and a long chord bearing S 06°45'54" W a distance of 12.56 feet to a point;

Thence S 38°06'10" E a distance of 28.63 feet to a point on a curve;

Thence a distance of 28.58 feet along the arc of a non-tangent 272.00 foot radius curve left, said curve having a central angle of 06°01'12" and a long chord bearing S 86°49'17" E a distance of 28.57 feet to a point of tangency;

Thence S 89°49'53" E a distance of 40.72 feet to a point;

Thence S 00°49'08" W a distance of 361.06 feet;

Thence S 89°10'52" E a distance of 110.00 feet to a point;

Thence N 67°16'11" E a distance of 13.82 feet to a point on a curve;

Thence a distance of 70.47 feet along the arc of a non-tangent 88.00 foot radius curve left, said curve having a central angle of 45°52'55" and a long chord bearing S 46°13'20" E a distance of 68.60 feet to a point;

Thence S 20°50'12" W a distance of 161.27 feet to a point on the southerly boundary of the NW ¼ of said Section 5;

Thence along said southerly boundary N 88°53'59" W a distance of 122.67 feet to a point;

Thence leaving said boundary N 00°49'08" E a distance of 100.00 feet to point;

Thence N 89°10'52" W a distance of 140.00 feet to a point;

Thence N 18°04'36" W a distance of 48.80 feet to a point;

Thence N 52°36'08" W a distance of 65.19 feet to a point;

Thence N 88°53'59" W a distance of 385.88 feet to a point of curvature;

Thence a distance of 128.55 feet along the arc of a 772.00 foot radius curve right, said curve having a central angle of 09°32'26" and a long chord bearing N 84°07'46" W a distance of 128.40 feet to a point of reverse curvature;

Thence a distance of 21.91 feet along the arc of a 828.00 foot radius curve left, said curve having a central angle of 01°30'58" and a long chord bearing N 80°07'02" W a distance of 21.91 feet to a point;

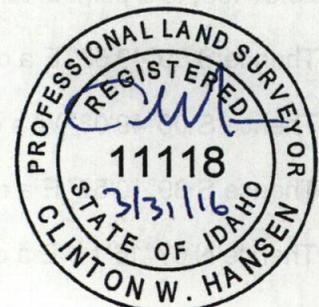
Thence N 84°07'59" W a distance of 94.11 feet to a point on a curve;

Thence a distance of 26.30 feet along the arc of a non-tangent 828.00 foot radius curve left, said curve having a central angle of 01°49'11" and a long chord bearing N 88°18'02" W a distance of 26.30 feet to a point of tangency;

Thence N 89°12'37" W a distance of 411.44 feet to a point on the westerly boundary of said NW ¼;

Thence N 0°47'23" E along said westerly boundary a distance of 127.51 feet to the **POINT OF BEGINNING**;

Said parcel contains 6.61 acres, more or less, and is subject to any easements existing or in use. ✓



Description for Proposed R-2-16 Zone

Exhibit "C"

A parcel located in the NW 1/4 of Section 5, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of Government Lot 4 of said Section 5 from which a 218 foot diameter iron pin marking the northeast corner of Government Lot 3 of said Section 5 bears S 89°16'00" E a distance of 2052.17 feet;

Thence S 0°47'23" W along the westerly boundary of said Government Lot 4 a distance of 2481.68 feet to the POINT OF BEGINNING;

Thence leaving said westerly boundary S 89°12'32" E a distance of 411.44 feet to a point of curvature;

Thence a distance of 26.30 feet along the arc of a 825.00 foot radius curve right, said curve having a central angle of 01°49'11" and a long chord bearing S 85°16'02" E a distance of 28.30 feet to a point;

Thence S 84°07'59" E a distance of 94.11 feet to a point on a curve;

Thence a distance of 21.97 feet along the arc of a non-constant 928.00 foot radius curve right, said curve having a central angle of 01°30'58" and a long chord bearing S 80°07'02" E a distance of 21.21 feet to a point of reverse curvature;

Thence a distance of 123.85 feet along the arc of a 772.00 foot radius curve left, said curve having a central angle of 00°32'26" and a long chord bearing S 84°07'42" E a distance of 126.40 feet to a point of tangency;

Thence S 88°23'29" E a distance of 382.86 feet to a point;

Thence S 52°30'08" E a distance of 68.19 feet to a point;

Thence S 18°04'36" E a distance of 48.80 feet to a point;

Thence S 89°10'52" E a distance of 140.00 feet to a point;

Thence S 00°49'08" W a distance of 100.00 feet to a point on the southerly boundary of the NW 1/4 of said Section 5;

Thence along said southerly boundary N 88°53'53" W a distance of 1274.66 feet to a Brass Cap monument marking the southwest corner of said NW 1/4;

Thence N 0°47'23" E along the westerly boundary of said NW 1/4 a distance of 208.89 feet to the POINT OF BEGINNING;

Said parcel contains 5.84 acres, more or less, and is subject to any easements existing or in use.



March 30, 2016

Description for Proposed RS-18 Zone
Silver Star Subdivision

A parcel located in the NW ¼ of Section 5, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of Government Lot 4 of said Section 5, from which a 5/8 inch diameter iron pin marking the northeast corner of Government Lot 3 of said Section 5 bears S 89°18'00" E a distance of 2652.17 feet;

Thence S 0°47'23" W along the westerly boundary of said Government Lot 4 a distance of 2461.65 feet to the **POINT OF BEGINNING**;

Thence leaving said westerly boundary S 89°12'37" E a distance of 411.44 feet to a point of curvature;

Thence a distance of 26.30 feet along the arc of a 828.00 foot radius curve right, said curve having a central angle of 01°49'11" and a long chord bearing S 88°18'02" E a distance of 26.30 feet to a point;

Thence S 84°07'59" E a distance of 94.11 feet to a point on a curve;

Thence a distance of 21.91 feet along the arc of a non-tangent 828.00 foot radius curve right, said curve having a central angle of 01°30'58" and a long chord bearing S 80°07'02" E a distance of 21.91 feet to a point of reverse curvature;

Thence a distance of 128.55 feet along the arc of a 772.00 foot radius curve left, said curve having a central angle of 09°32'26" and a long chord bearing S 84°07'46" E a distance of 128.40 feet to a point of tangency;

Thence S 88°53'59" E a distance of 385.88 feet to a point;

Thence S 52°36'08" E a distance of 65.19 feet to a point;

Thence S 18°04'36" E a distance of 48.80 feet to a point;

Thence S 89°10'52" E a distance of 140.00 feet to a point;

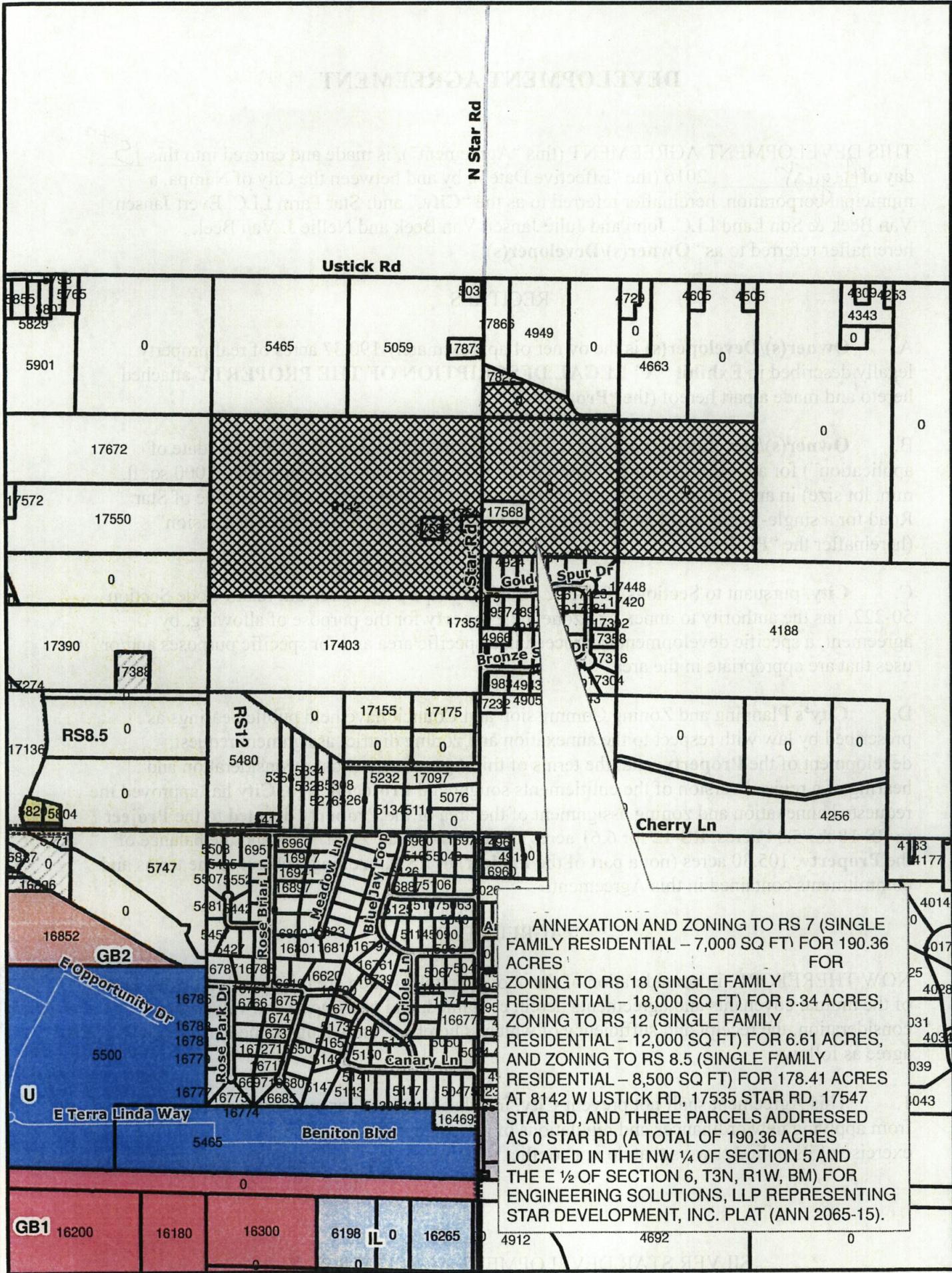
Thence S 00°49'08" W a distance of 100.00 feet to a point on the southerly boundary of the NW ¼ of said Section 5;

Thence along said southerly boundary N 88°53'59" W a distance of 1274.96 feet to a Brass Cap monument marking the southwest corner of said NW ¼;

Thence N 0°47'23" E along the westerly boundary of said NW ¼ a distance of 203.89 feet to the **POINT OF BEGINNING**;

Said parcel contains 5.34 acres, more or less, and is subject to any easements existing or in use.





ANNEXATION AND ZONING TO RS 7 (SINGLE FAMILY RESIDENTIAL – 7,000 SQ FT) FOR 190.36 ACRES FOR ZONING TO RS 18 (SINGLE FAMILY RESIDENTIAL – 18,000 SQ FT) FOR 5.34 ACRES, ZONING TO RS 12 (SINGLE FAMILY RESIDENTIAL – 12,000 SQ FT) FOR 6.61 ACRES, AND ZONING TO RS 8.5 (SINGLE FAMILY RESIDENTIAL – 8,500 SQ FT) FOR 178.41 ACRES AT 8142 W USTICK RD, 17535 STAR RD, 17547 STAR RD, AND THREE PARCELS ADDRESSED AS 0 STAR RD (A TOTAL OF 190.36 ACRES LOCATED IN THE NW ¼ OF SECTION 5 AND THE E ½ OF SECTION 6, T3N, R1W, BM) FOR ENGINEERING SOLUTIONS, LLP REPRESENTING STAR DEVELOPMENT, INC. PLAT (ANN 2065-15).

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this 15th day of August, 2016 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "**City**," and: Star Farm LLC, Evert Jansen Van Beek & Son Land LLC, John and Julie Jansen Van Beek and Nellie J. Van Beek, hereinafter referred to as "**Owner(s)/Developer(s)**."

RECITALS

- A. **Owner(s)/Developer(s)** is the owner of approximately 190.37 acres of real property legally described in **Exhibit "A" LEGAL DESCRIPTION OF THE PROPERTY** attached hereto and made a part hereof (the "**Property**").
- B. **Owner(s)/Developer(s)** applied to City on or about October 29, 2016 (the "date of application") for annexation of the **Property** to RS 7 (Single-Family Residential, 7,000 sq. ft. min. lot size) in anticipation of developing a portion of the **Property** on the east side of Star Road for a single-family residential subdivision to be known as "Silver Star Subdivision" (hereinafter the "**Project**").
- C. **City**, pursuant to Sections 10-2-3 & 10-2-4, Nampa City Code, and Idaho Code Section 50-222, has the authority to annex and zone 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 Council have held public hearings as prescribed by law with respect to the annexation and zoning district assignment request, development of the **Property**, and, the terms of this **Agreement**. Post reconsideration and hearing of a revised version of the entitlements sought and **Project** design, **City** has approved the requested annexation and zoning assignment of the area of the **Property** devoted to the **Project** to RS 18 for 5.34 acres, RS-12 for 6.61 acres and RS 8.5 for an 73.11 acres and the balance of the **Property**, 105.30 acres (not a part of the **Project**) to RS 8.5 zoning, 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 **City's** adopted codes, 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) attached hereto as **Exhibit(s) "B" CONCEPTUAL PLAN(S)** and made a part hereof; provided, however, that **Owner(s)/Developer(s)** shall have limited flexibility, within code confines, to seek minor alterations to said plans in order 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 Exhibit B's Conceptual Plan(s).

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 this document, including the sundry additional conditions of approval attached hereto as **Exhibit "C" CONDITIONS OF APPROVAL**, 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 of this Agreement, 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.

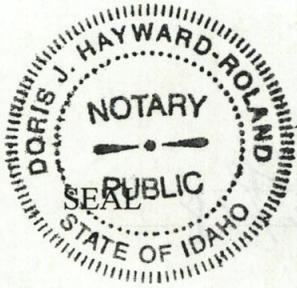
14. In the event **Owner(s)/Developer(s)**, its/their successors, assigns or subsequent owners of the **Property** or any other person acquiring an interest in the **Property**, or in the event **City**, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, 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.

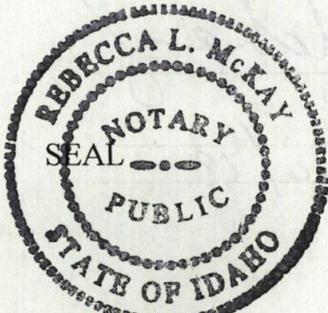


Notary Public for State of Idaho
Residing at Nampa, Idaho
Commission Expires: 8-15-2019

STATE OF IDAHO)
Ada) ss.
County of Canyon)

On this 2nd day of August, in the year of 2016 before me,
Rebecca L. McKay, personally appeared Lee Centers, known or
identified to me, to be Manager, of Star Farms, LLC, the person
whose name is subscribed to the within and foregoing instrument and acknowledged to me that
he executed the same for and on behalf of Star Farms, LLC

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



Rebecca L McKay
Notary Public for State of Idaho
Residing at Eagle Fp
Commission Expires: 8/14/18

STATE OF IDAHO)
Ada) ss.
County of Canyon)

On this 2nd day of August, in the year of 2016 before me,
Rebecca L. McKay personally appeared John Jansen Van Beck, known or
identified to me, to be Manager, of Evert Jansen Van Beck & Son, LLC, the person
whose name is subscribed to the within and foregoing instrument and acknowledged to me that
he executed the same for and on behalf of the limited liability company Evert Jansen
Van Beck & Son, LLC

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

Rebecca L McKay
Notary Public for State of Idaho

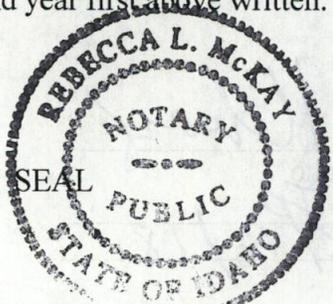


Residing at Eagle, ID
Commission Expires: 8/14/18

STATE OF IDAHO)
 Ada) ss.
County of Canyon)

On this 2nd day of August, in the year of 2016 before me, Rebecca L. McKay
Nellie J. Van Beek, personally appeared Nellie J. Van Beek, known or
identified to me, to be _____, of _____, the person
whose name is subscribed to the within and foregoing instrument and acknowledged to me that
he executed the same for and on behalf of her property.

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

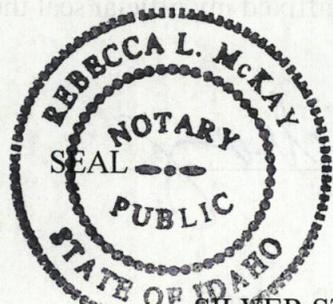


Rebecca L McKay
Notary Public for State of Idaho
Residing at Eagle ID
Commission Expires: 8/16/18

STATE OF IDAHO)
 Ada) ss.
County of Canyon)

On this 2nd day of August, in the year of 2016 before me,
Rebecca L. McKay personally appeared John Jansen Van Beek and Talie Jansen Van Beek
identified to me, to be husband and wife, the person
whose name is subscribed to the within and foregoing instrument and acknowledged to me that
he executed the same for and on behalf of John & Talie Jansen Van Beek

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



Rebecca L McKay
Notary Public for State of Idaho
Residing at Eagle, ID
Commission Expires: 8/16/18

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Description for Proposed R-2.5 Zone



A parcel located in the NW 1/4 of Section 5 and the E 1/2 of Section 6, Township 3 North, Range 7 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of Government Lot 4 of said Section 5, from which a 6/8 inch diameter iron pin marking the northeast corner of Government Lot 3 of said Section 5 bears S 89°18'00" E a distance of 2882.17 feet,

Thence S 0°47'23" W along the westerly boundary of said Government Lot 4 a distance of 1018.80 feet to a 6/8 inch diameter iron pin and the POINT OF BEGINNING;

Thence leaving said westerly boundary N 89°08'17" E a distance of 359.26 feet to a 5/8 inch diameter iron pin;

Thence N 17°33'35" E a distance of 28.78 feet to a point on the centerline of the Station Lateral;

Thence along said centerline the following described courses:

Thence S 68°22'41" E a distance of 247.49 feet to a point;

Thence S 71°52'20" E a distance of 71.92 feet to a point;

Thence a distance of 61.65 feet along the arc of a 88.89 foot radius curve right, said curve having a central angle of 49°27'42", and a long chord bearing S 47°41'38" E a distance of 78.83 feet to a point;

Thence S 23°27'46" E a distance of 78.83 feet to a point;

Thence a distance of 118.89 feet along the arc of a 100.18 foot radius curve left, said curve having a central angle of 86°07'17", and a long chord bearing S 58°31'18" E a distance of 108.28 feet to a point;

Thence S 89°34'47" E a distance of 361.93 feet to a point on the easterly boundary of said Government Lot 4;

Thence leaving said centerline S 0°48'50" W a distance of 48.82 feet to a 6/8 inch diameter iron pin marking the southeast corner of said Government Lot 4;

Thence S 86°50'34" E along the southerly boundary of Government Lot 3 of said Section 5 a distance of 1028.57 feet to a 6/8 inch diameter iron pin marking the southeast corner of said Government Lot 3;

Thence S 0°50'15" W along the easterly boundary of the E 1/2 N of the NW 1/4 of said Section 5 a distance of 1324.20 feet to a 5/8 inch diameter iron pin marking the southeast corner of said E 1/2 N of the NW 1/4;

March 31, 2016

 Description for Proposed RS-8.5 Zone

A parcel located in the NW ¼ of Section 5 and the E ½ of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of Government Lot 4 of said Section 5, from which a 5/8 inch diameter iron pin marking the northeast corner of Government Lot 3 of said Section 5 bears S 89°18'00" E a distance of 2652.17 feet;

Thence S 0°47'23" W along the westerly boundary of said Government Lot 4 a distance of 1018.56 feet to a 5/8 inch diameter iron pin and the **POINT OF BEGINNING**;

Thence leaving said westerly boundary N 89°08'17" E a distance of 389.26 feet to a 5/8 inch diameter iron pin;

Thence N 17°38'35" E a distance of 28.76 feet to a point on the centerline of the Stafford Lateral;

Thence along said centerline the following described courses:

Thence S 68°22'41" E a distance of 347.49 feet to a point;

Thence S 71°55'29" E a distance of 71.96 feet to a point;

Thence a distance of 81.95 feet along the arc of a 96.89 foot radius curve right, said curve having a central angle of 48°27'42" and a long chord bearing S 47°41'38" E a distance of 79.53 feet to a point;

Thence S 23°27'46" E a distance of 75.83 feet to a point;

Thence a distance of 115.59 feet along the arc of a 100.16 foot radius curve left, said curve having a central angle of 66°07'17" and a long chord bearing S 56°31'16" E a distance of 109.28 feet to a point;

Thence S 89°34'47" E a distance of 351.93 feet to a point on the easterly boundary of said Government Lot 4;

Thence leaving said centerline S 0°48'50" W a distance of 43.82 feet to a 5/8 inch diameter iron pin marking the southeast corner of said Government Lot 4;

Thence S 88°50'34" E along the southerly boundary of Government Lot 3 of said Section 5 a distance of 1325.57 feet to a 5/8 inch diameter iron pin marking the southeast corner of said Government Lot 3;

Thence S 0°50'15" W along the easterly boundary of the SE ¼ of the NW ¼ of said Section 5 a distance of 1324.20 feet to a 5/8 inch diameter iron pin marking the southeast corner of said SE ¼ of the NW ¼;

Thence N 88°53'59" W along the southerly boundary of said NW ¼ a distance of 1252.34 feet to a point;

Thence leaving said boundary N 20°50'12" E a distance of 161.27 feet to point on a curve;

Thence a distance of 70.47 feet along the arc of a non-tangent 88.00 foot radius curve right, said curve having a central angle of 45°52'55" and a long chord bearing N 46°13'20" W a distance of 68.60 feet to a point;

Thence S 67°16'11" W a distance of 13.82 feet to a point;

Thence N 89°10'52" W a distance of 110.00 feet to a point;

Thence N 00°49'08" E a distance of 361.06 feet to a point;

Thence N 89°49'53" W a distance of 40.72 feet to a point of curvature;

Thence a distance of 28.58 feet along the arc of a 282.00 foot radius curve right, said curve having a central angle of 06°01'12" and a long chord bearing N 86°49'17" W a distance of 28.57 feet to a point;

Thence N 38°06'10" W a distance of 28.63 feet to a point on a curve;

Thence a distance of 12.56 feet along the arc of a non-tangent 428.00 foot radius curve right, said curve having a central angle of 01°40'52" and a long chord bearing N 06°45'54" E a distance of 12.56 feet to a point;

Thence N 84°04'32" W a distance of 56.00 feet to a point;

Thence N 88°53'59" W a distance of 123.98 feet to a point;

Thence S 14°03'19" W a distance of 98.51 feet to a point;

Thence S 12°31'33" W a distance of 182.90 feet to a point;

Thence N 88°53'59" W a distance of 331.31 feet to a point;

Thence N 85°37'33" W a distance of 109.27 feet to a point;

Thence N 00°47'23" E a distance of 8.59 feet to a point;

Thence N 89°12'37" W a distance of 66.00 feet to a point;

Thence N 0°47'23" E a distance of 194.31 feet to a point;

Thence N 89°00'07" W a distance of 448.37 feet to a point on the westerly boundary of said NW ¼;

Thence S 0°47'23" W along said westerly boundary a distance of 525.71 feet to a Brass Cap monument marking the southwest corner of said NW ¼;

Thence S 0°47'32" W along the easterly boundary of the E ½ of said Section 6 a distance of 408.00 feet to a 5/8 inch diameter iron pin;

Thence leaving said easterly boundary N 89°29'03" W a distance of 2641.62 feet to a 5/8 inch diameter pin on the westerly boundary of said E ½;

Thence N 0°53'53" E along said westerly boundary a distance of 409.00 feet to a 5/8 inch diameter iron pin marking the southwest corner of the NE ¼ of said Section 6;

Thence continuing along said westerly boundary N 0°54'24" E a distance of 1330.98 feet to a 5/8 inch diameter iron pin marking the northwest corner of the S ½ of the NE ¼ of said Section 6;

Thence S 89°22'21" E along the northerly boundary of said S ½ of the NE ¼ a distance of 2638.13 feet to a 5/8 inch diameter iron pin marking the northeast corner of said S ½ of the NE ¼, also being the southwest corner of Government Lot 4 of said Section 5;

Thence N 0°47'23" E along the westerly boundary of said Government Lot 4 a distance of 320.17 feet to the **POINT OF BEGINNING**;

Said parcel contains 178.41 acres and is subject to any easements existing or in use.



March 30, 2016

Description for Proposed RS-12 Zone
Silver Star Subdivision

A parcel located in the NW ¼ of Section 5, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of Government Lot 4 of said Section 5, from which a 5/8 inch diameter iron pin marking the northeast corner of Government Lot 3 of said Section 5 bears S 89°18'00" E a distance of 2652.17 feet;

Thence S 0°47'23" W along the westerly boundary of said Government Lot 4 a distance of 2334.14 feet to the **POINT OF BEGINNING**;

Thence leaving said westerly boundary S 89°00'07" E a distance of 448.37 feet to a point;

Thence S 89°12'37" E a distance of 66.00 feet to a point;

Thence S 00°47'23" W a distance of 8.59 feet to a point;

Thence S 85°37'33" E a distance of 109.27 feet to a point;

Thence S 88°53'59" E a distance of 331.31 feet to a point;

Thence N 12°31'33" E a distance of 182.90 feet to a point;

Thence N 14°03'19" E a distance of 98.51 feet to a point;

Thence S 88°53'59" E a distance of 123.98 feet to a point;

Thence S 84°04'32" E a distance of 56.00 feet to a point on a curve;

Thence a distance of 12.56 feet along the arc of a non-tangent 428.00 foot radius curve left, said curve having a central angle of 01°40'52" and a long chord bearing S 06°45'54" W a distance of 12.56 feet to a point;

Thence S 38°06'10" E a distance of 28.63 feet to a point on a curve;

Thence a distance of 28.58 feet along the arc of a non-tangent 272.00 foot radius curve left, said curve having a central angle of 06°01'12" and a long chord bearing S 86°49'17" E a distance of 28.57 feet to a point of tangency;

Thence S 89°49'53" E a distance of 40.72 feet to a point;

Thence S 00°49'08" W a distance of 361.06 feet;

Thence S 89°10'52" E a distance of 110.00 feet to a point;

Thence N 67°16'11" E a distance of 13.82 feet to a point on a curve;

Thence a distance of 70.47 feet along the arc of a non-tangent 88.00 foot radius curve left, said curve having a central angle of $45^{\circ}52'55''$ and a long chord bearing $S 46^{\circ}13'20'' E$ a distance of 68.60 feet to a point;

Thence $S 20^{\circ}50'12'' W$ a distance of 161.27 feet to a point on the southerly boundary of the NW $\frac{1}{4}$ of said Section 5;

Thence along said southerly boundary $N 88^{\circ}53'59'' W$ a distance of 122.67 feet to a point;

Thence leaving said boundary $N 00^{\circ}49'08'' E$ a distance of 100.00 feet to point;

Thence $N 89^{\circ}10'52'' W$ a distance of 140.00 feet to a point;

Thence $N 18^{\circ}04'36'' W$ a distance of 48.80 feet to a point;

Thence $N 52^{\circ}36'08'' W$ a distance of 65.19 feet to a point;

Thence $N 88^{\circ}53'59'' W$ a distance of 385.88 feet to a point of curvature;

Thence a distance of 128.55 feet along the arc of a 772.00 foot radius curve right, said curve having a central angle of $09^{\circ}32'26''$ and a long chord bearing $N 84^{\circ}07'46'' W$ a distance of 128.40 feet to a point of reverse curvature;

Thence a distance of 21.91 feet along the arc of a 828.00 foot radius curve left, said curve having a central angle of $01^{\circ}30'58''$ and a long chord bearing $N 80^{\circ}07'02'' W$ a distance of 21.91 feet to a point;

Thence $N 84^{\circ}07'59'' W$ a distance of 94.11 feet to a point on a curve;

Thence a distance of 26.30 feet along the arc of a non-tangent 828.00 foot radius curve left, said curve having a central angle of $01^{\circ}49'11''$ and a long chord bearing $N 88^{\circ}18'02'' W$ a distance of 26.30 feet to a point of tangency;

Thence $N 89^{\circ}12'37'' W$ a distance of 411.44 feet to a point on the westerly boundary of said NW $\frac{1}{4}$;

Thence $N 0^{\circ}47'23'' E$ along said westerly boundary a distance of 127.51 feet to the **POINT OF BEGINNING**;

Said parcel contains 6.61 acres, more or less, and is subject to any easements existing or in use.



March 30, 2016

Description for Proposed RS-18 Zone
Silver Star Subdivision

A parcel located in the NW ¼ of Section 5, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of Government Lot 4 of said Section 5, from which a 5/8 inch diameter iron pin marking the northeast corner of Government Lot 3 of said Section 5 bears S 89°18'00" E a distance of 2652.17 feet;

Thence S 0°47'23" W along the westerly boundary of said Government Lot 4 a distance of 2461.65 feet to the **POINT OF BEGINNING**;

Thence leaving said westerly boundary S 89°12'37" E a distance of 411.44 feet to a point of curvature;

Thence a distance of 26.30 feet along the arc of a 828.00 foot radius curve right, said curve having a central angle of 01°49'11" and a long chord bearing S 88°18'02" E a distance of 26.30 feet to a point;

Thence S 84°07'59" E a distance of 94.11 feet to a point on a curve;

Thence a distance of 21.91 feet along the arc of a non-tangent 828.00 foot radius curve right, said curve having a central angle of 01°30'58" and a long chord bearing S 80°07'02" E a distance of 21.91 feet to a point of reverse curvature;

Thence a distance of 128.55 feet along the arc of a 772.00 foot radius curve left, said curve having a central angle of 09°32'26" and a long chord bearing S 84°07'46" E a distance of 128.40 feet to a point of tangency;

Thence S 88°53'59" E a distance of 385.88 feet to a point;

Thence S 52°36'08" E a distance of 65.19 feet to a point;

Thence S 18°04'36" E a distance of 48.80 feet to a point;

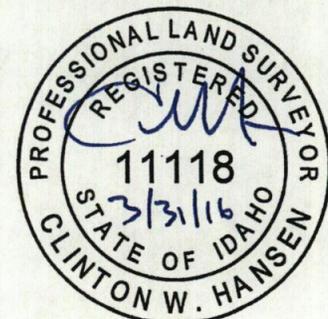
Thence S 89°10'52" E a distance of 140.00 feet to a point;

Thence S 00°49'08" W a distance of 100.00 feet to a point on the southerly boundary of the NW ¼ of said Section 5;

Thence along said southerly boundary N 88°53'59" W a distance of 1274.96 feet to a Brass Cap monument marking the southwest corner of said NW ¼;

Thence N 0°47'23" E along the westerly boundary of said NW ¼ a distance of 203.89 feet to the **POINT OF BEGINNING**;

Said parcel contains 5.34 acres, more or less, and is subject to any easements existing or in use.



EXHIBIT(S) "B"

CONCEPTUAL PLAN(S)

A parcel located in the NW 1/4 of Section 2, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Containing an Acreage Cag monument marking the northwest corner of Government Lot 4 of said Section 2 and which is a 616 inch diameter iron pin marking the northeast corner of Government Lot 5 of said Section 2 bears S 89°18'00" E a distance of 2422.77 feet.

Thence S 0°15'23" W along the westerly boundary of said Government Lot 4 a distance of 2461.88 feet to the POINT OF BEGINNING;

Thence leaving said westerly boundary S 89°23'37" E a distance of 411.44 feet to a point of curvature;

Thence a distance of 28.30 feet along the arc of a 638.00 foot radius curve right said curve having a central angle of 0° 49'11" and a long chord bearing S 88°18'02" E a distance of 28.30 feet to a point

Thence S 84°07'59" E a distance of 94.17 feet to a point on a curve;

Thence a distance of 21.61 feet along the arc of a non-tangent 625.00 foot radius curve right, said curve having a central angle of 61°30'59" and a long chord bearing S 80°07'02" E a distance of 21.61 feet to a point of reverse curvature;

Thence a distance of 128.53 feet along the arc of a 772.00 foot radius curve left, said curve having a central angle of 00°22'23" and a long chord bearing S 81°07'45" E a distance of 128.40 feet to a point of tangency;

Thence S 86°52'59" E a distance of 350.85 feet to a point;

Thence S 52°08'05" E a distance of 65.78 feet to a point;

Thence S 18°04'28" E a distance of 46.80 feet to a point;

Thence S 80°10'52" E a distance of 140.00 feet to a point;

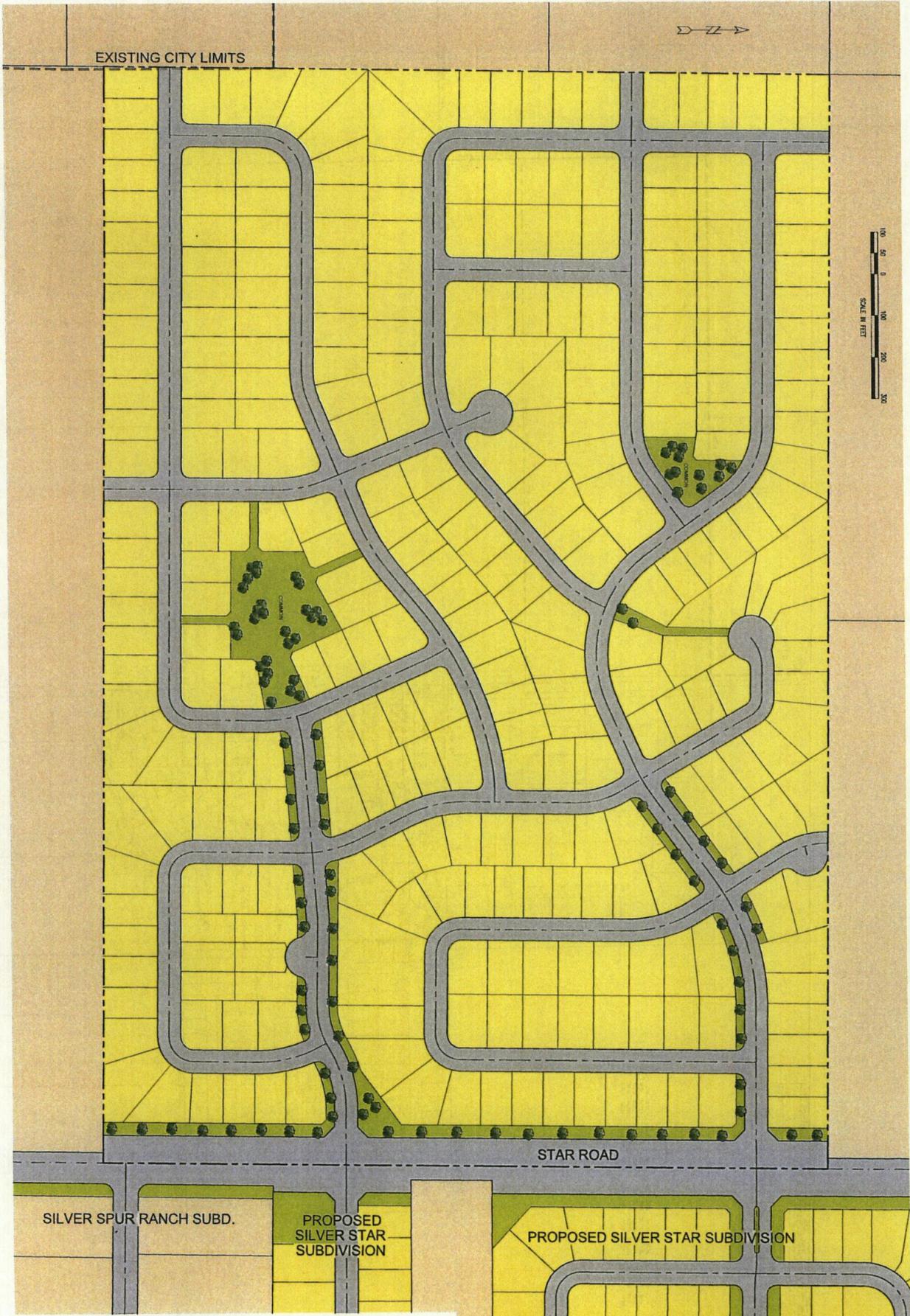
Thence S 10°49'02" W a distance of 100.00 feet to a point on the southerly boundary of the NW 1/4 of said Section 2;

Thence along said southerly boundary N 68°53'59" W a distance of 1274.98 feet to a Brass Cap monument marking the southwest corner of said NW 1/4;

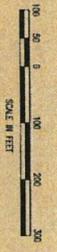
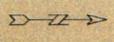
Thence N 0°47'33" E along the westerly boundary of said NW 1/4 a distance of 508.92 feet to the POINT OF BEGINNING;

Said parcel contains 2.24 acres, more or less, and is subject to any easements existing on the use





EXISTING CITY LIMITS



STAR ROAD

SILVER SPUR RANCH SUBD.

PROPOSED SILVER STAR SUBDIVISION

PROPOSED SILVER STAR SUBDIVISION

10/11/16
 13/07/21
 SHEET 1 OF 1
 SITE

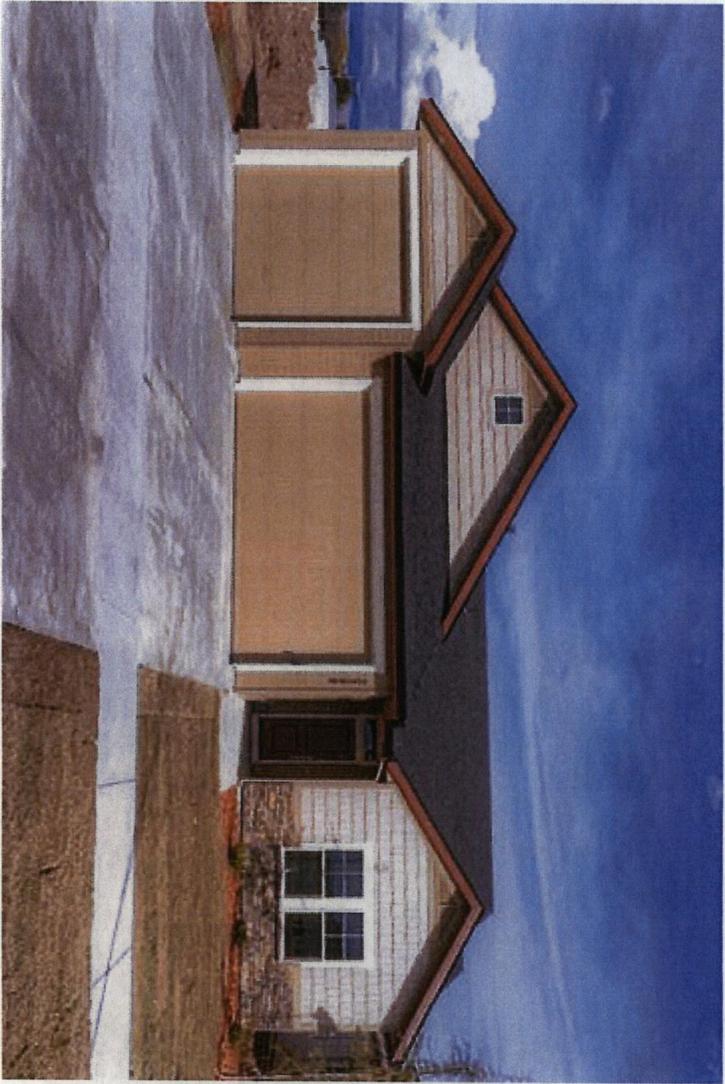
**VAN BEEK SITE
CONCEPTUAL PLAN**

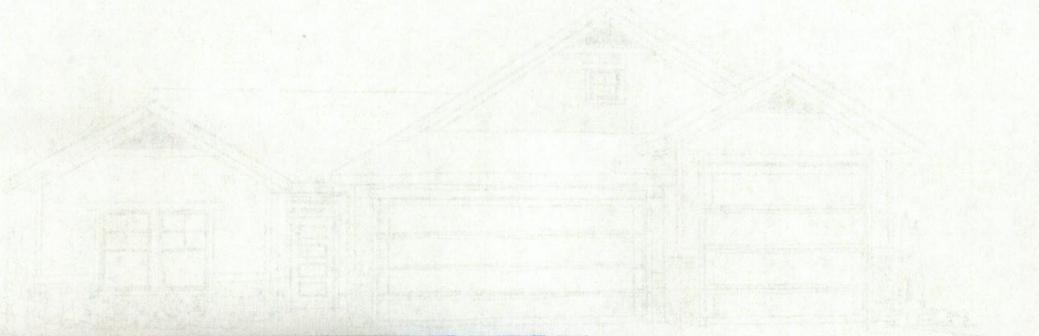
LOCATED IN THE NE 1/4 OF SECTION 6,
T.3N., R.1W., S.14.
NANPA, CANYON COUNTY, IDAHO

**ENGINEERING
SOLUTIONS, LP**

1029 N. RICHARD ST., STE. 100
MERCER, ID 83642
Phone (208) 936-0980 Fax (208) 936-2941







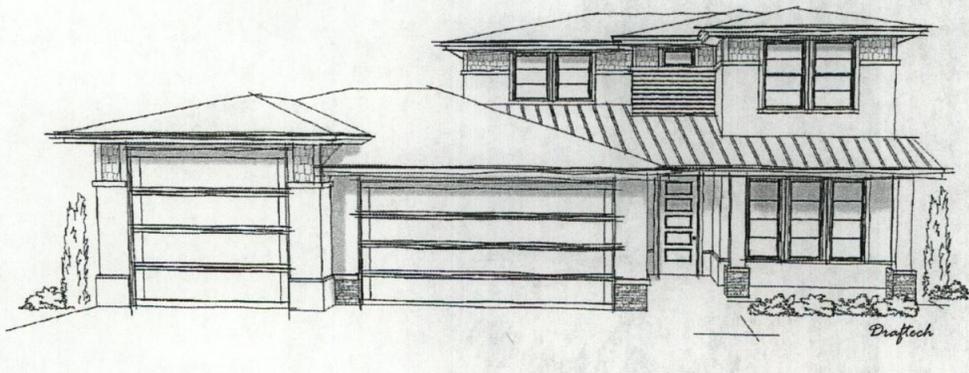
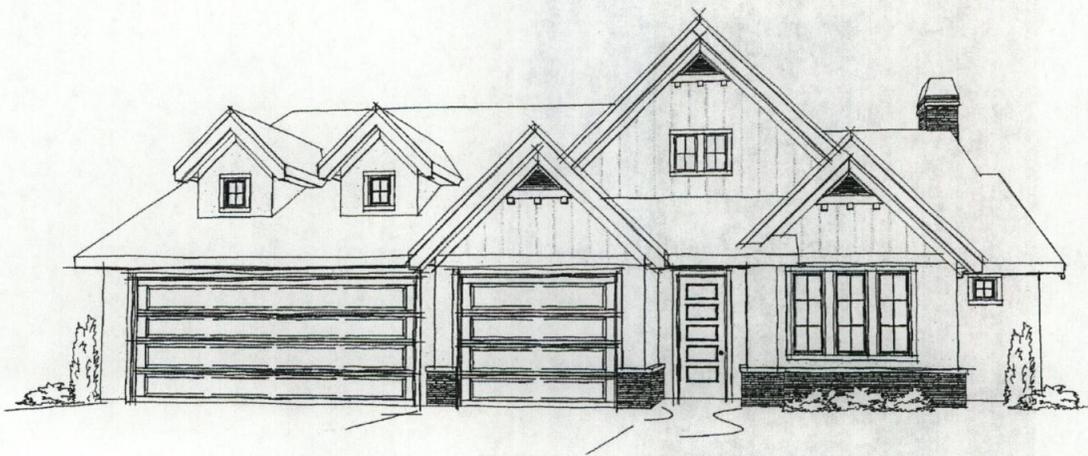
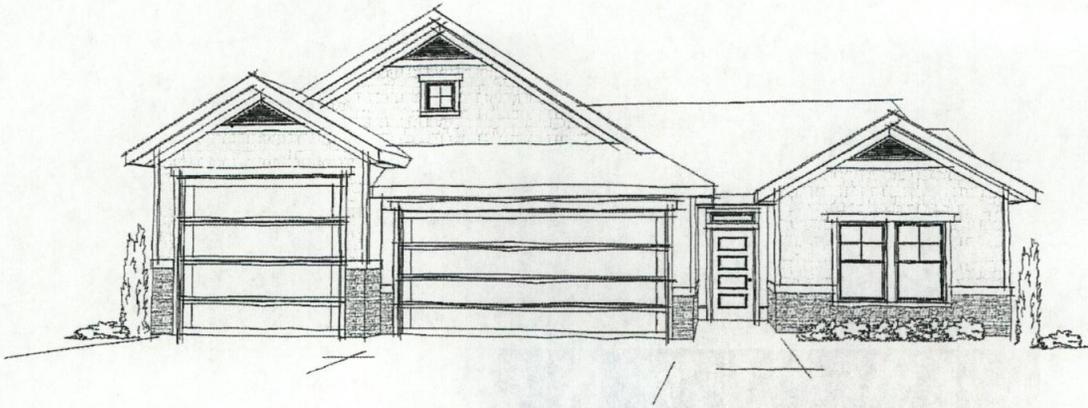




EXHIBIT "C"

CONDITIONS OF APPROVAL

1. Owner(s)/Developer(s)/Project shall dedicate right-of-way for Star Road, 50' from centerline.
2. City acknowledges that the Project has a vested right to discharge sewer to the Birch Sewer Drainage Basin, all other properties made a part of the annexation are subject to the following condition:
 - a. Prior to any development of the balance of the Property, as indicated by building permit application and issuance, Owner/Developer shall provide proof of reserved capacity in the Birch Sewer Drainage Basin as follows:
 - Written commitment from the owner of a separate property within the Birch Sewer Service Area, or a property otherwise entitled to connect to the Birch Sewer System, that the subject property will not be entitled to connect to the Birch Sewer System until the capacity actually used by the balance of the Property is removed for the Birch Sewer System and is physically served by the Purdam Sewer System
 - The identified property must be within the Birch Sewer Service Area or be otherwise entitled to connect to the Birch Sewer System (i.e., be part of the 2006 Sewer Improvement Reimbursement Agreement).
 - One or more properties may be identified, either for the entire project or as required to provide capacity for each phase of the project.
 - The identified property must restrict sewer service connection based on an acre to acre designation.
 - The Owner(s)/Developer(s) may, with written commitment from the owner and upon approval of the City, add or remove designated properties as long as sufficient capacity remains to serve existing platted lots.
 - Owner(s)/Developer(s) shall submit proof of capacity per above requirements with the submittal of each final plat application to the City for approval.
 - All commitments shall automatically be considered null and void by the City at the time of physical connection of the project sewer line to the operational Purdam Sewer System.
3. The entire perimeter of the Project shall be screened with sight/site obscuring six foot (6') fencing at the back/rear of all building lots. Emplacement of fencing along the south side of Lots 1-11 (to be converted into 10 lots) shall occur in conjunction with the first phase of development. All other fencing may be emplaced by home builders as a condition of

compliance with Covenants, Codes and Restrictions which shall be crafted and recorded for/against the Project and shall require fencing as noted by this condition and shall cause such fencing to be uniform in material and color. Fencing shall not be placed between Star Road and the required common area landscape strips that will parallel and abut the same and be made a part of the Project. Fencing shall not be placed between N. Griffon Avenue (or whatever name that future right-of-way assumes) and the common area landscape strips that will parallel and abut the same and be made a part of the Project.