

240



2016-047498  
RECORDED  
11/15/2016 02:15 PM



00266044201600474980410416

CHRIS YAMAMOTO  
CANYON COUNTY RECORDER  
Pgs=41 MBROWN NO FEE  
ORDINANCE  
NAMPA CITY OF

2016-043070  
RECORDED  
10/18/2016 03:32 PM



10881201600430700040049

CHRIS YAMAMOTO  
CANYON COUNTY RECORDER  
Pgs=4 MBROWN NO FEE  
ORDINANCE  
NAMPA CITY OF

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

RECEIVED  
DEC 1 2016  
TECHNICAL REPORT



Ordinance 4173 needs to be re-recorded with copies of ordinances 3541, 3547 and 3785 that were referenced in the ordinance.

### ORDINANCE NO. 4173

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL, TERMINATING AND CANCELLING THOSE CERTAIN ANNEXATION & ZONING DEVELOPMENT AGREEMENTS DESCRIBED IN ORD. NO. 3541 AND RECORDED AS INSTRUMENT NO. 200616754, RECORDS OF CANYON COUNTY, IDAHO, IN ORD. NO. 3785 AND RECORDED AS INSTRUMENT NO. 2008024565, RECORDS OF CANYON COUNTY, IDAHO, AND IN ORD. NO. 3547 AND RECORDED AS INSTRUMENT NO. 200620900, AFFECTING APPROXIMATELY 157.47 ACRES OF LAND SITUATED BETWEEN MADISON ROAD AND NORTH FRANKLIN BOULEVARD AND BETWEEN USTICK ROAD AND LINDEN ROAD; DIRECTING THE CITY PLANNING DIRECTOR TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

WHEREAS, all required public hearings have been held on the request to terminate and cancel the Annexation & Zoning Development Agreements to which the subject property is subject, which agreements are described in Ord. No. 3541 and recorded as Instrument No. 200616754, records of Canyon County, Idaho, in Ord. No. 3785 and recorded as Instrument No. 2008024565, records of Canyon County, Idaho, and in Ord. No. 3547 and recorded as Instrument No. 200620900, affecting approximately 157.47 acres of land situated between Madison Road and North Franklin Boulevard and between Ustick Road and Linden Road;

WHEREAS, it is deemed to be in the best interests of the City of Nampa to so terminate and cancel the above-identified Annexation and Zoning Development Agreements.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Nampa, County of Canyon, State of Idaho:

**Section 1.** That the Annexation and Zoning Development Agreements for the property described in Ord. No. 3541 and recorded as Instrument No. 200616754, records of Canyon County, Idaho, in Ord. No. 3785 and recorded as Instrument No. 2008024565, records of Canyon County, Idaho, and in Ord. No. 3547 and recorded as Instrument No. 200620900, affecting approximately 157.47 acres of land situated between Madison Road and North Franklin Boulevard and between Ustick Road and Linden Road, be, and the same hereby are, terminated and cancelled.

**Section 2.** That the City Planning Director is hereby directed to alter the Use and Area Map accordingly.

**Section 3.** This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

**Section 4.** All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

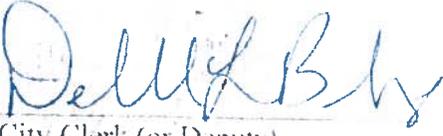
PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 4TH DAY OF MAY, 2015.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 4TH DAY OF MAY, 2015.

Approved:

  
Mayor Robert L. Henry

Attest:

  
City Clerk (or Deputy)

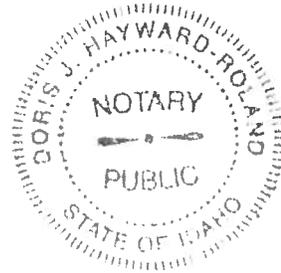
State of Idaho )

Canyon County )

On this 4th day of May, 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 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



200616754  
ORDINANCE NO. 3541

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING 43.76 ACRES OF REAL PROPERTY LOCATED AT 18360 MADISON ROAD INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ZONING THE SAME RS 8.5 SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NAMPA, IDAHO:

Section 1: That the following described real property consisting of 50.03 acres located at 18360 Madison Road, and all thereof, be, and the same is hereby, annexed and made a part of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to-wit:

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

Section 2: That the real property so annexed, as described in Exhibit A above, shall be zoned RS 8.5.

Section 3: That this annexation and zone ordinance is subject to and limited by that certain Development Agreement entered into between the parties.

Section 4: That the City Engineer is hereby directed to alter and change the Use and Area Map of the City of Nampa, Idaho, to comply with this Ordinance.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 6th DAY OF February, 2006.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 6th DAY OF February, 2006.

Approved:

By [Signature]  
Mayor

Attest:  
By [Signature]  
City Clerk

State of Idaho )

Canyon County )

On this 16th day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Dale and Diana Lambing known to me to be the Mayor and City Clerk, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

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

Julie Lockey

Julie Lockey

Residing at: Nampa, Canyon County, Idaho

My Commission Expires: 05/11/2011

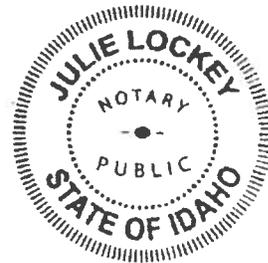


EXHIBIT "A"

DESCRIPTION FOR CITY OF NAMPA ANNEXATION  
RUSH PROPERTY PARCEL A

February 6, 2006

A PARCEL OF LAND BEING A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SE 1/4 (SOUTH 1/4 CORNER) OF SECTION 34, T. 4 N., R. 2 W., B.M., THENCE N 00°00'12" E 2174.10 FEET ALONG THE WEST LINE OF SAID SE 1/4 TO A POINT; THENCE S 89°30'08" E 40.00 FEET TO A POINT ON THE PROPOSED EASTERLY RIGHT OF WAY OF MADISON AVENUE, THE **REAL POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE N 00°00'12" E 332.00 FEET ALONG SAID PROPOSED EASTERLY RIGHT OF WAY TO A POINT;

THENCE S 89°30'08" E 193.00 FEET TO A POINT;

THENCE N 00°00'12" E 81.00 FEET TO A POINT;

THENCE S 89°30'08" E 418.00 FEET TO A POINT;

THENCE N 00°00'12" E 60.00 FEET TO A POINT ON THE NORTH LINE OF SAID SE 1/4;

THENCE S 89°30'08" E 673.74 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID SE 1/4;

THENCE S 00°00'26" W 1855.58 FEET ALONG THE EAST LINE OF SAID WEST 1/2 TO A POINT ON THE CENTERLINE OF THE PHYLLIS LATERAL NO. 826;

ALONG SAID CENTERLINE AS FOLLOWS:

THENCE N 89°31'01" W 49.14 FEET TO A POINT;

THENCE S 86°14'42" W 31.17 FEET TO A POINT;

THENCE S 82°45'35" W 106.56 FEET TO A POINT;

THENCE S 83°37'58" W 103.35 FEET TO A POINT;

THENCE S 82°30'15" W 111.74 FEET TO A POINT;

THENCE S 84°15'05" W 99.27 FEET TO A POINT;

THENCE N 85°08'42" W 60.45 FEET TO A POINT;

THENCE N 63°30'26" W 55.26 FEET TO A POINT;

THENCE N 52°54'36" W 77.84 FEET TO A POINT;  
THENCE N 55°56'39" W 74.10 FEET TO A POINT;  
THENCE N 59°46'04" W 39.91 FEET TO A POINT;  
THENCE N 59°52'00" W 50.46 FEET TO A POINT;  
THENCE N 60°11'15" W 107.68 FEET TO A POINT;  
THENCE N 58°23'00" W 108.70 FEET TO A POINT;  
THENCE N 54°01'26" W 33.98 FEET TO A POINT;  
LEAVING SAID CENTERLINE:  
THENCE N 00°24'33" E 518.80 FEET TO A POINT;  
THENCE S 88°43'03" E 52.87 FEET TO A POINT;  
THENCE N 00°00'12" E 630.31 FEET TO A POINT;  
THENCE N 89°30'08" W 318.08 FEET TO THE REAL POINT OF BEGINNING OF THIS  
DESCRIPTION.  
SAID PARCEL CONTAINING 43.76 ACRES, MORE OR LESS.

WAYNE K. BARBER,



P.L.S. 8444

DEVELOPMENT AGREEMENT  
ANNEXATION AND ZONING TO RS 8.5  
(SINGLE FAMILY RESIDENTIAL - 8,500 SQ. FT.)  
FOR 43.8 ACRES AT 18360 MADISON RD  
(A PORTION OF THE W 1/2 OF THE SE 1/4 OF  
SECTION 34, T4N, R2W, BM)  
FOR QUALIFICATION AND PARTICIPATION IN THE  
PROPOSED LID TO EXTEND SEWER SERVICES  
TO THE PURDAM DRAINAGE AREA  
FOR FARWEST LLC  
PROJECT 13-05188

Linden Rd

Northside Blvd

Madison Rd

Franklin Rd

USTICK RD

RS8

FRANKLIN RD

1 inch equals 850 feet

N



## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**"), is made and entered into this 6<sup>th</sup> day of October, 2006 (the "**Effective Date**"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "**City**," and Farwest L.L.C., hereinafter referred to as "**Owner/Developer**."

### RECITALS

- A. Owner/Developer is the owner of approximately 44.07 acres of real property legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").
- B. Owner/Developer applied to City on October 28, 2005 (the "**date of application**") for annexation of the Property into City and for rezoning of the Property to RS 8.5 (Single Family Residential 8,500 sq. ft.) in anticipation of the development and construction of a residential subdivision (the "**Project**").
- C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to rezone the Property and enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.
- D. City's Planning and Zoning Commission and City's City Council have held public hearings as prescribed by law with respect to the annexation, rezoning and development of the Property and this Agreement. City has approved the annexation and requested rezoning of the Property to RS 8.5 (Single Family Residential 8,500 sq. ft.) subject to the terms and commitments contained in this Agreement.

### AGREEMENT

**NOW THEREFORE**, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties' commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation..
2. The Project shall be developed in general conformance with the conceptual plan attached hereto as **Exhibit "B"** and made a part hereof (the "**Conceptual Plan**"); provided, however, that Owner/Developer shall have limited flexibility to develop the Property to meet market conditions, and the only specific commitments concerning development of the Project which Owner/Developer is making are set forth herein. Upon recordation of this Agreement, Owner/Developer shall have all approvals required from City for development of the Project in

general conformance with the conceptual plan. The Owner/Developer further agrees that acceptance of the conceptual plan attached hereto as **Exhibit "B"** shall not be construed as City endorsement of said plan as the final design of the preliminary and/or final plat to be subsequently submitted, and that acceptance of the conceptual plan shall not preclude the City from requiring revision of the concept at the time of platting to address other planning issues and concerns, including but not limited to, the interconnectivity of streets between adjoining subdivision areas and undeveloped property, and the location of open space or parks.

3. This Agreement is intended to be supplemental to all other local, city, state and federal Code requirements, rules and regulations, and is established to help assure the compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this Agreement conflicts with any provision of the Nampa City Code, this Agreement shall prevail to the extent permitted by law.

4. The provisions and stipulations of this Agreement shall be binding on City, Owner/Developer, each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in the 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/Developer and the City after complying with the notice and hearing procedures required under Idaho Code Section 67-6511A or Nampa City Code Section 10-2-5 (D) or successor provisions.

6. The execution of this Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of Owner/Developer to comply with the terms and conditions of this Agreement. Provided, however, that no such consent shall be deemed to have been given unless City provides written notice of any such failure and Owner/Developer or its successors and/or assigns fails to cure such failure as set forth below.

7. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of Owner/Developer, or each subsequent owner or each person acquiring an interest in the Property, to comply with the commitments contained herein within two (2) years after the Effective Date, and after the notice and hearing requirements of Idaho Code Section 67-6509 have been complied with by City. Provided, however, no such termination or reversal shall occur unless City provides written notice of Owner/Developer's failure to comply with the terms and conditions of this Agreement to Owner/Developer and Owner/Developer fails to cure such failure within six (6) months of Owner/Developer's receipt of such notice. The two (2) year period of time for compliance with commitments may be extended by City for good cause upon application for such extension by Owner/Developer, and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

8. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete

application for a building permit is 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/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

10. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions herein shall not be effected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

11. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner/Developer and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the parties or their successors-in-interests or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.

12. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction.

13. This Agreement may be executed in counterparts, each of which shall constitute an original, all of which together shall constitute one and the same Agreement.

14. In the event Owner/Developer, its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner/Developer or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

a. A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by Owner/Developer of any default by City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of Owner/Developer or apply to any subsequent breach of any such or other covenants and conditions.

b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner/Developer shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting

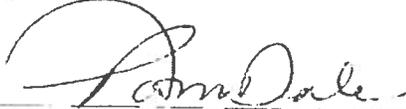
party's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner/Developer for the portion of the Property still owned by Owner/Developer.

c. In the event the performance of any obligation to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

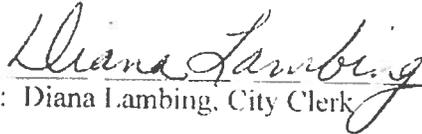
d. In addition to the remedies set forth above, in the event of a default by Owner/Developer, or any other party claiming an interest herein, City may withhold building permits for any remaining lots within the development until such time as the default is cured.

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

CITY OF NAMPA



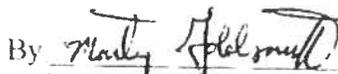
Tom Dale, Mayor



Attest: Diana Lambing, City Clerk

OWNER/DEVELOPER

Farwest L.L.C.



By Mary Goldsmith, Member



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

A parcel of land being a portion of the west ½ of the Southeast ¼ of Section 34, Township 4 North, Range 2 west, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of the Se ¼ (South ¼ Corner) of Section 34, T.4N., R.2W., B.M., thence N00°00'12" E 2174.10 feet along the West line of said SE ¼ to the REAL POINT OF BEGINNING of this description;

Thence continuing N 00°00'12" E 332.00 feet to a point;  
Thence S 89°30'08" E 233.00 feet to a point;  
Thence N 00°00'12" E 81.00 feet to a point;  
Thence S 89°30'08" E 418.00 feet to a point;  
Thence N 00°00'12" E 60.00 feet to a point on the North line of said SE ¼;  
Thence S 89°30'08" E 673.74 feet to the Northeast corner of the West ½ of said SE ¼;  
Thence S 00°00'26" W 1855.58 feet along the East line of said West ½ to a point on the centerline of the Phyllis Lateral No. 826;

Along said centerline as follows:

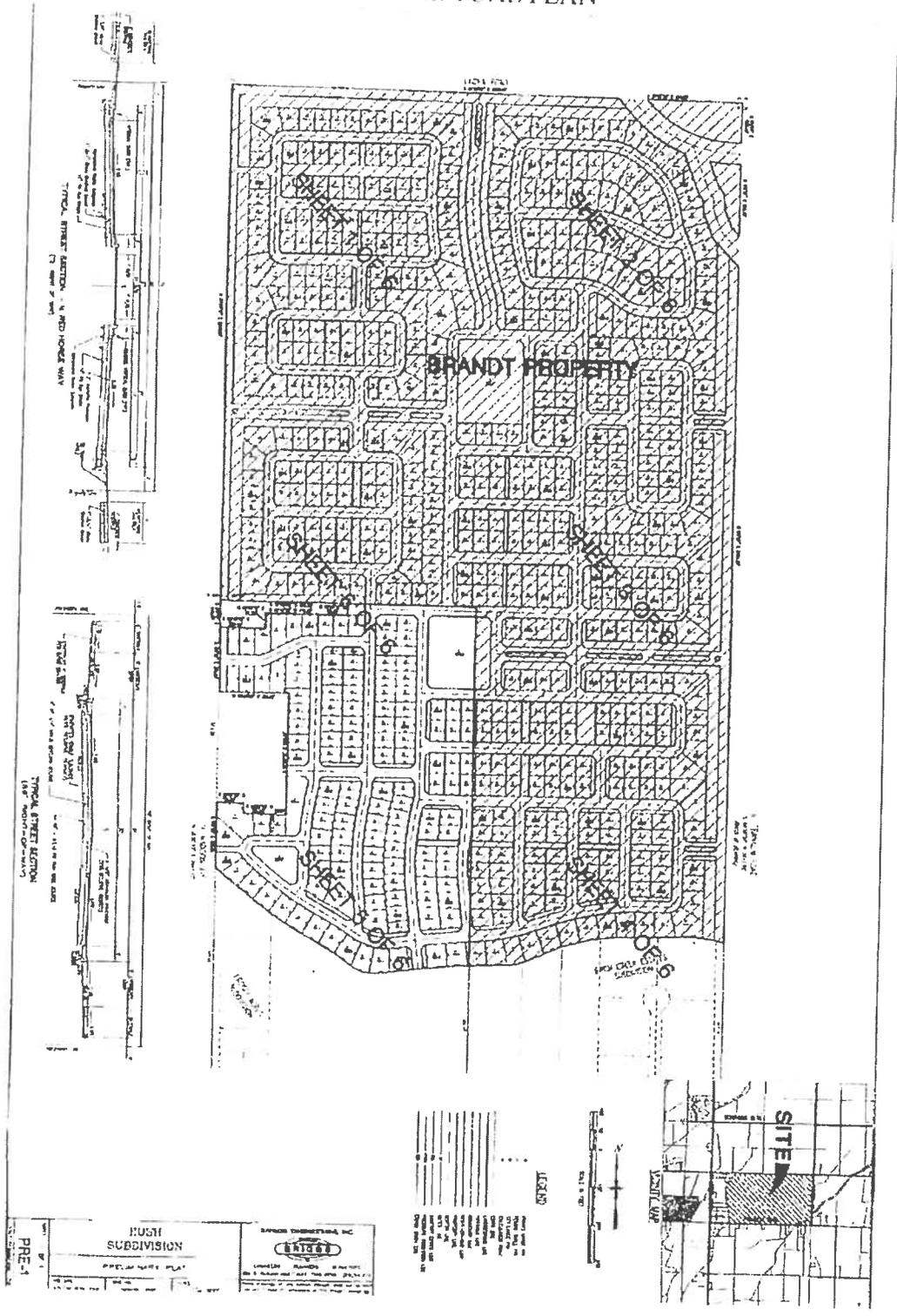
Thence N 89°31'01" W 49.14 feet to a point;  
Thence S 86°14'42" W 31.17 feet to a point;  
Thence S 82°45'35" W 106.56 feet to a point;  
Thence S 83°37'58" W 103.35 feet to a point;  
Thence S 82°30'15" W 111.74 feet to a point;  
Thence S 84°15'05" W 99.27 feet to a point;  
Thence N 85°08'42" W 60.45 feet to a point;  
Thence N 63°30'26" W 55.26 feet to a point;  
Thence N 52°54'36" W 77.84 feet to a point;  
Thence N 55°56'39" W 74.10 feet to a point;  
Thence N 59°46'04" W 39.91 feet to a point;  
Thence N 59°52'00" W 50.46 feet to a point;  
Thence N 60°11'15" W 107.68 feet to a point;  
Thence N 58°23'00" W 108.70 feet to a point;  
Thence N 54°01'26" W 33.98 feet to a point;

Leaving said centerline:

Thence N 00°24'33" E 518.79 feet to a point;  
Thence S 88°43'03" E 52.87 feet to a point;  
Thence N 00°00'12" E 630.31 feet to a point;  
Thence N 89°30'08" W 358.08 feet to the REAL POINT OF BEGINNING of this description.

Said parcel containing 44.07 acres, more or less.

**EXHIBIT "B"**  
**CONCEPTUAL PLAN**



**EXHIBIT "C"**  
CONDITIONS OF APPROVAL

1. The Owner/Developer agree that they will not oppose the formation of a local improvement district for the construction of any infrastructure associated with the development of the Property.
2. The Owner/Developer agree that sewer service from the City is contingent upon successful implementation of a local improvement district to finance construction of sewer infrastructure.
3. Prior to the third reading of the annexation and zoning ordinance the Owner/Developer shall dedicate any additional right-of-way, as defined by the city engineer, adjacent the sides of the Property required for the ultimate build out of all adjacent public roadways.
4. Residential subdivision developments proposed by Owner/Developer on the Property shall conform to the following minimum design standards:
  - a. The average residential density for any subdivision development on the Property shall not exceed three (3) dwelling units per acre (Calculated according to the gross acreage of the development.)
  - b. The minimum allowable residential buildable lot size within any development shall be eight thousand five hundred (8,500) square feet as allowed by the RS 8.5 zone classification.
  - c. The minimum allowable residential buildable lot size of proposed lots situated along a subdivision boundary adjoining any rural residential lots or parcels shall be twelve thousand (12,000) square feet.
5. The Owner/Developer shall establish and enforce Covenants, Conditions, and Restrictions to be recorded against the Property proposed for residential subdivision development which contain the following minimum design standards for single family dwellings:
  - a. The minimum floor area or minimum dwelling size shall be one thousand six hundred (1,600) square feet, exclusive of the garage area.
  - b. All dwellings shall be provided with eaves which project not less than twelve (12) inches beyond the side of the exterior wall.
  - c. At least seventy-five (75) percent of the second story of two-story dwellings shall be set back a minimum of three (3) feet (from the wall plane) or set forward a minimum of two (2) feet (from the wall plane) when positioned over the garage; *or* two-story dwellings shall include architectural features such as but not limited to roof lines, belly bands, pop-outs, cantilevers, material variations, color variations, etc., and eave "eyebrows" constructed with a minimum overhang of thirty six (36) inches across the full width of the garage to break the plane of the lower and upper levels.
  - d. The roof pitches for dwellings shall be a minimum of 5/12 pitch.
  - e. Roof coverings for dwellings shall be of materials generally accepted as the industry standard. If the roof covering is asphalt shingles, shingles shall be "architectural" in style with a minimum warranty of twenty-five (25) years.



20060900

ORDINANCE NO. 3547

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING 213.64 ACRES OF REAL PROPERTY LOCATED AT 18901 FRANKLIN ROAD INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ZONING THE SAME RS 8.5 SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NAMPA, IDAHO:

Section 1: That the following described real property consisting of 213.64 acres located at 18901 Franklin Road, and all thereof, be, and the same is hereby, annexed and made a part of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to-wit:

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

Section 2: That the real property so annexed, as described in Exhibit A above, shall be zoned RS 8.5.

Section 3: That this annexation and zone ordinance is subject to and limited by that certain Development Agreement entered into between the parties.

Section 4: That the City Engineer is hereby directed to alter and change the Use and Area Map of the City of Nampa, Idaho, to comply with this Ordinance.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 21st DAY OF February, 2006.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 21st DAY OF February, 2006.

Approved:

By Tom Dahl  
Mayor

Attest:

By Diana Lambing  
City Clerk

(5)

State of Idaho )

Canyon County )

On this 21 day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Dale and Diana Lambing known to be the Mayor and City Clerk, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

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

Julie Lockey  
Julie Lockey  
Residing at: Nampa, Canyon County, Idaho  
My Commission Expires: 05/11/2011



EXHIBIT "A"

18901 FRANKLIN RD - PARCEL M-1

DESCRIPTION FOR CITY OF NAMPA ANNEXATION  
BRANDT PROPERTY

February 6, 2006

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4, AND A PORTION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34, T. 4 N., R. 2 W., B.M., THENCE N 89°23'20" W 50.00 FEET ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 34 TO A POINT; THENCE S 00°00'21" W 50.00 FEET PARALLEL TO THE EAST LINE OF SAID NE 1/4 TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY OF LINDEN ROAD, ALSO BEING THE PROPOSED WESTERLY RIGHT OF WAY OF N. FRANKLIN ROAD, THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S 00°00'21" W 2591.77 FEET TO A POINT ON THE SOUTH OF THE NE 1/4 OF SAID SECTION 34;

THENCE S 00°00'34" W 1684.37 FEET TO A POINT ON THE CENTERLINE OF THE PHYLLIS LATERAL NO. 826, ALSO BEING THE NORTH LINE OF BIRCH CREEK ESTATES SUBDIVISION;

ALONG SAID CENTERLINE AND SUBDIVISION BOUNDARY AS FOLLOWS:

THENCE N 79°12'56" W 66.94 FEET TO A POINT;

THENCE N 87°14'36" W 79.80 FEET TO A POINT;

THENCE S 87°23'26" W 157.94 FEET TO A POINT;

THENCE S 88°47'01" W 208.06 FEET TO A POINT;

THENCE S 83°06'53" W 85.98 FEET TO A POINT;

CONTINUING ALONG SAID CENTERLINE, LEAVING SAID SUBDIVISION BOUNDARY:

THENCE S 81°19'50" W 62.00 FEET TO A POINT;

THENCE S 75°23'28" W 147.51 FEET TO A POINT;

THENCE S 66°18'04" W 214.04 FEET TO A POINT;

THENCE S 69°13'12" W 34.27 FEET TO A POINT;

THENCE S 87°33'02" W 241.68 FEET TO A POINT;

THENCE N 83°54'45" W 4.52 FEET TO A POINT ON THE WEST LINE OF THE EAST  
1/2 OF THE SE 1/4 OF SAID SECTION 34;

THENCE N 00°00'26" E 1855.58 FEET TO THE NORTHWEST CORNER OF THE  
EAST 1/2 OF THE SE 1/4 OF SAID SECTION 34;

THENCE N 89°30'08" W 1284.74 FEET TO A POINT ON THE PROPOSED EASTERLY  
RIGHT OF WAY OF MADISON AVENUE;

THENCE N 00°00'12" E 2596.83 FEET ALONG SAID PROPOSED EASTERLY RIGHT  
OF WAY OF MADISON AVENUE TO A POINT ON THE SAID PROPOSED  
SOUTHERLY RIGHT OF WAY OF LINDEN ROAD;

THENCE S 89°23'20" E 2559.63 FEET ALONG SAID SOUTHERLY RIGHT OF WAY  
LINDEN ROAD TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION.

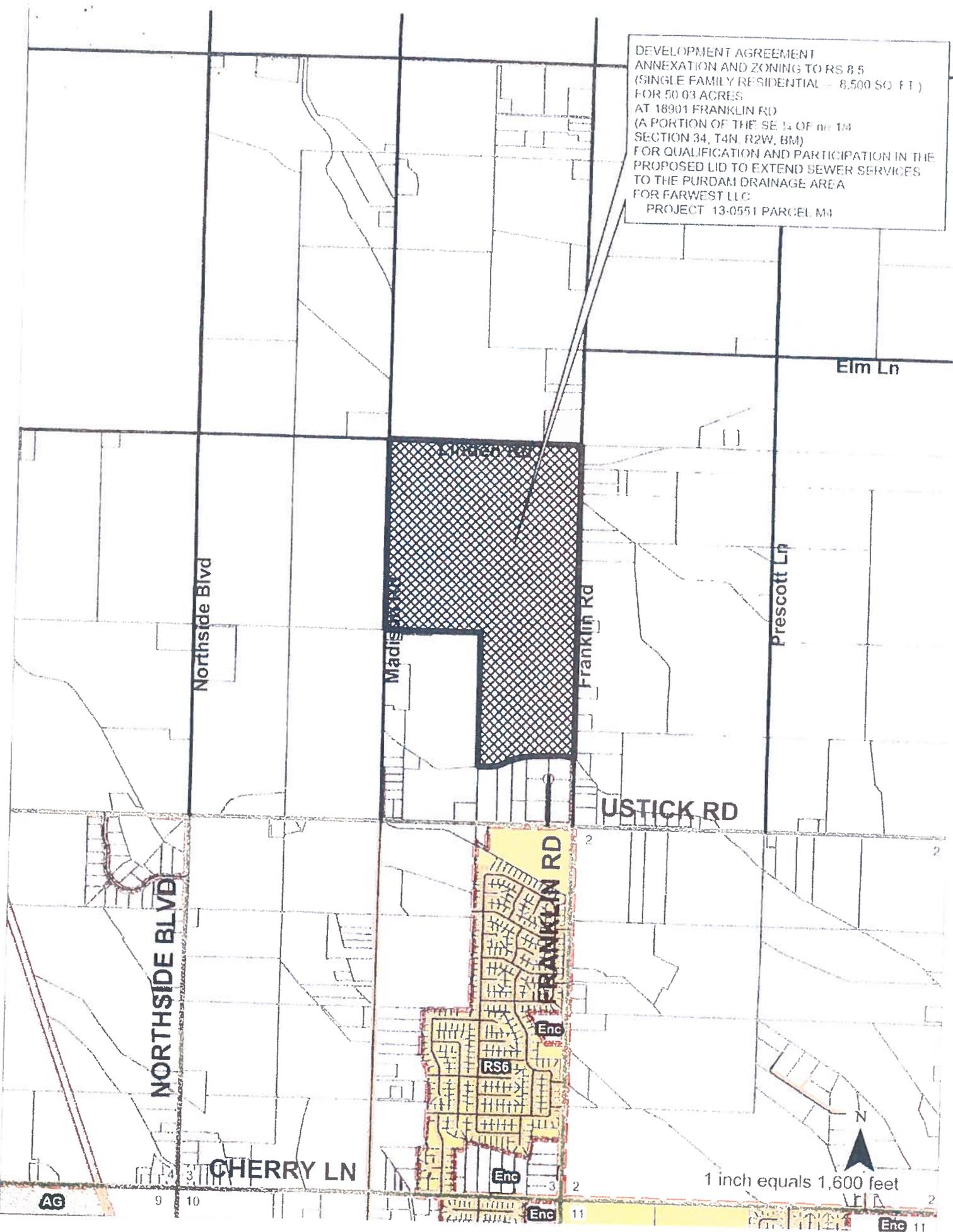
SAID PARCEL CONTAINING 203.30 ACRES, MORE OR LESS.

WAYNE K. BARBER,



P.L.S. 8444

DEVELOPMENT AGREEMENT  
ANNEXATION AND ZONING TO RS 8.5  
(SINGLE FAMILY RESIDENTIAL - 8,500 SQ. FT.)  
FOR 50.03 ACRES  
AT 18901 FRANKLIN RD  
(A PORTION OF THE SE 1/4 OF THE 1/4  
SECTION 34, T4N R2W, BM)  
FOR QUALIFICATION AND PARTICIPATION IN THE  
PROPOSED LID TO EXTEND SEWER SERVICES  
TO THE PURDAM DRAINAGE AREA  
FOR FARWEST LLC  
PROJECT 13-0551 PARCEL M4



1 inch equals 1,600 feet



Enc 11

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**"), is made and entered into this 21<sup>st</sup> day of February, 2006 (the "**Effective Date**"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "**City**," and Farwest L.L.C., hereinafter referred to as "**Owner/Developer**."

### RECITALS

- A. Owner/Developer is the owner of approximately 213.64 acres of real property legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").
- B. Owner/Developer, applied to City on January 20, 2005 (the "**date of application**") for annexation of the Property into City and for zoning of the Property to RS 8.5 (Single Family Residential 8,500 sq. ft.) in anticipation of the development and construction of a residential subdivision (the "**Project**").
- C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to rezone the Property and enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.
- D. City's Planning and Zoning Commission and City's City Council have held public hearings as prescribed by law with respect to the annexation, rezoning and development of the Property and this Agreement. City has approved the annexation and requested rezoning of the Property to RS 8.5 (Single Family Residential 8,500 sq. ft.) subject to the terms and commitments contained in this Agreement.

### AGREEMENT

**NOW THEREFORE**, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties' commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation..
2. The Project shall be developed in general conformance with the conceptual plan attached hereto as **Exhibit "B"** and made a part hereof (the "**Conceptual Plan**"); provided, however, that Owner/Developer shall have limited flexibility to develop the Property to meet market conditions, and the only specific commitments concerning development of the Project which Owner/Developer is making are set forth herein. Upon recordation of this Agreement, Owner/Developer shall have all approvals required from City for development of the Project in

general conformance with the conceptual plan. The Owner/Developer further agrees that acceptance of the conceptual plan attached hereto as **Exhibit "B"** shall not be construed as City endorsement of said plan as the final design of the preliminary and/or final plat to be subsequently submitted, and that acceptance of the conceptual plan shall not preclude the City from requiring revision of the concept at the time of platting to address other planning issues and concerns, including but not limited to, the interconnectivity of streets between adjoining subdivision areas and undeveloped property, and the location of open space or parks.

3. This Agreement is intended to be supplemental to all other local, city, state and federal Code requirements, rules and regulations, and is established to help assure the compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this Agreement conflicts with any provision of the Nampa City Code, this Agreement shall prevail to the extent permitted by law.
4. The provisions and stipulations of this Agreement shall be binding on City, Owner/Developer, each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in the 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/Developer and the City after complying with the notice and hearing procedures required under Idaho Code Section 67-6511A or Nampa City Code Section 10-2-5 (D) or successor provisions.
6. The execution of this Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of Owner/Developer to comply with the terms and conditions of this Agreement. Provided, however, that no such consent shall be deemed to have been given unless City provides written notice of any such failure and Owner/Developer or its successors and/or assigns fails to cure such failure as set forth below.
7. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of Owner/Developer, or each subsequent owner or each person acquiring an interest in the Property, to comply with the commitments contained herein within two (2) years after the Effective Date, and after the notice and hearing requirements of Idaho Code Section 67-6509 have been complied with by City. Provided, however, no such termination or reversal shall occur unless City provides written notice of Owner/Developer's failure to comply with the terms and conditions of this Agreement to Owner/Developer and Owner/Developer fails to cure such failure within six (6) months of Owner/Developer's receipt of such notice. The two (2) year period of time for compliance with commitments may be extended by City for good cause upon application for such extension by Owner/Developer, and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.
8. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete

application for a building permit is 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/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

10. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions herein shall not be effected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

11. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner/Developer and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the parties or their successors-in-interests or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.

12. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction.

13. This Agreement may be executed in counterparts, each of which shall constitute an original, all of which together shall constitute one and the same Agreement.

14. In the event Owner/Developer, its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner/Developer or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

a. A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by Owner/Developer of any default by City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of Owner/Developer or apply to any subsequent breach of any such or other covenants and conditions.

b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner/Developer shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting

party's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner/Developer for the portion of the Property still owned by Owner/Developer.

c. In the event the performance of any obligation to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

d. In addition to the remedies set forth above, in the event of a default by Owner/Developer, or any other party claiming an interest herein, City may withhold building permits for any remaining lots within the development until such time as the default is cured.

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



CITY OF NAMPA

Tom Dale  
Tom Dale, Mayor

Diana Lambing  
Attest: Diana Lambing, City Clerk

OWNER/DEVELOPER

Farwest L.L.C.

By Mary Goldsmith  
Mary Goldsmith, Member



EXHIBIT "A"

18901 FRANKLIN RD - PARCEL M-1

DESCRIPTION FOR CITY OF NAMPA ANNEXATION  
BRANDT PROPERTY

February 6, 2006

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4, AND A PORTION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34, T. 4 N., R. 2 W., B.M., THENCE N 89°23'20" W 50.00 FEET ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 34 TO A POINT; THENCE S 00°00'21" W 50.00 FEET PARALLEL TO THE EAST LINE OF SAID NE 1/4 TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY OF LINDEN ROAD, ALSO BEING THE PROPOSED WESTERLY RIGHT OF WAY OF N. FRANKLIN ROAD, THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S 00°00'21" W 2591.77 FEET TO A POINT ON THE SOUTH OF THE NE 1/4 OF SAID SECTION 34;

THENCE S 00°00'34" W 1684.37 FEET TO A POINT ON THE CENTERLINE OF THE PHYLLIS LATERAL NO. 826, ALSO BEING THE NORTH LINE OF BIRCH CREEK ESTATES SUBDIVISION;

ALONG SAID CENTERLINE AND SUBDIVISION BOUNDARY AS FOLLOWS:

THENCE N 79°12'56" W 66.94 FEET TO A POINT;

THENCE N 87°14'36" W 79.80 FEET TO A POINT;

THENCE S 87°23'26" W 157.94 FEET TO A POINT;

THENCE S 88°47'01" W 208.06 FEET TO A POINT;

THENCE S 83°06'53" W 85.98 FEET TO A POINT;

CONTINUING ALONG SAID CENTERLINE, LEAVING SAID SUBDIVISION BOUNDARY:

THENCE S 81°19'50" W 62.00 FEET TO A POINT;

THENCE S 75°23'28" W 147.51 FEET TO A POINT;

THENCE S 66°18'04" W 214.04 FEET TO A POINT;

THENCE S 69°13'12" W 34.27 FEET TO A POINT;

THENCE S 87°33'02" W 241.68 FEET TO A POINT;

THENCE N 83°54'45" W 4.52 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SE 1/4 OF SAID SECTION 34;

THENCE N 00°00'26" E 1855.58 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SE 1/4 OF SAID SECTION 34;

THENCE N 89°30'08" W 1284.74 FEET TO A POINT ON THE PROPOSED EASTERLY RIGHT OF WAY OF MADISON AVENUE;

THENCE N 00°00'12" E 2596.83 FEET ALONG SAID PROPOSED EASTERLY RIGHT OF WAY OF MADISON AVENUE TO A POINT ON THE SAID PROPOSED SOUTHERLY RIGHT OF WAY OF LINDEN ROAD;

THENCE S 89°23'20" E 2559.63 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINDEN ROAD TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION.

SAID PARCEL CONTAINING 203.30 ACRES, MORE OR LESS.

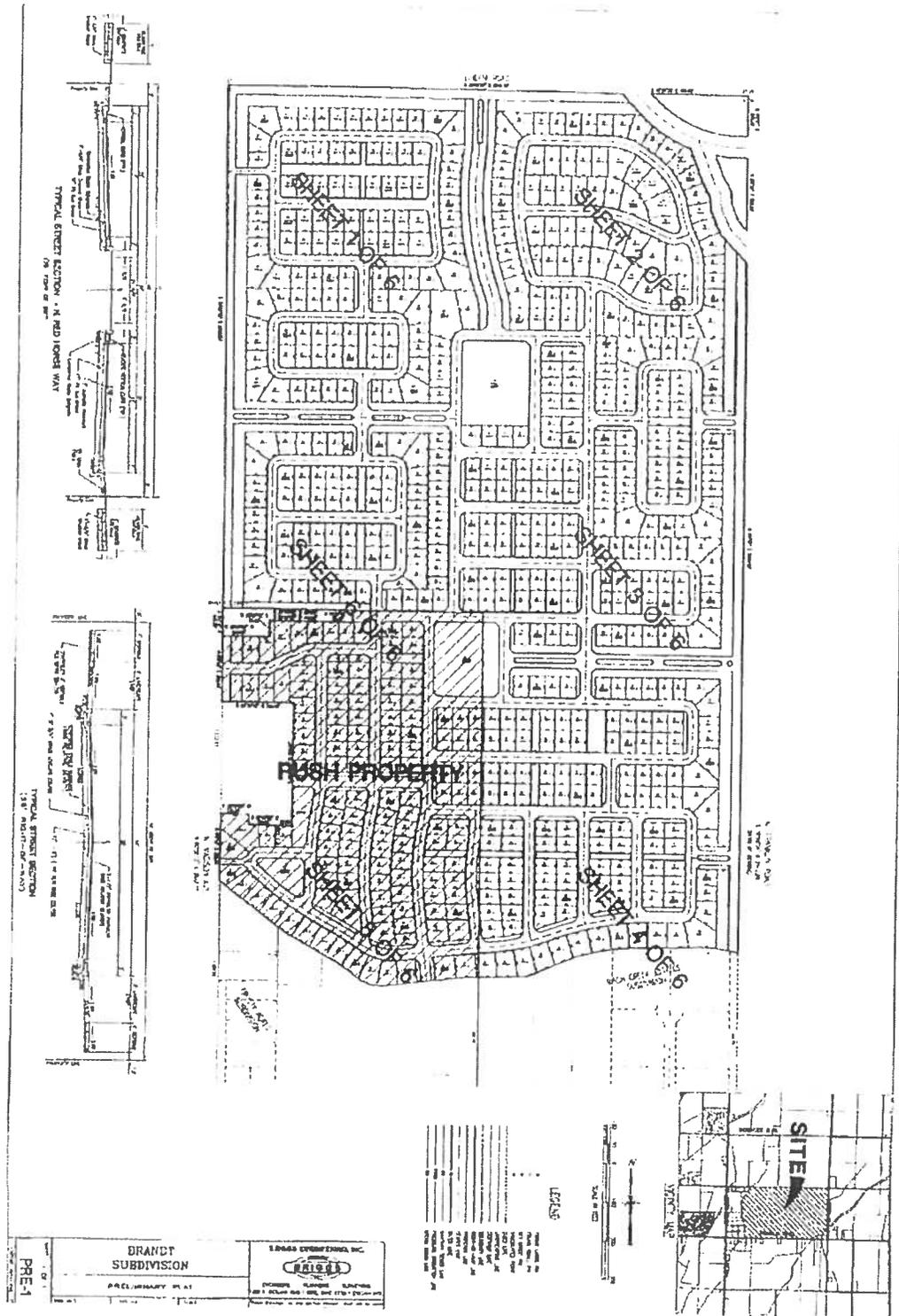
WAYNE K. BARBER,



P.L.S. 8444

# EXHIBIT "B"

## CONCEPTUAL PLAN



## EXHIBIT "C"

### CONDITIONS OF APPROVAL.

1. The Owner/Developer agree that they will not oppose the formation of a local improvement district for the construction of any infrastructure associated with the development of the Property.
2. The Owner/Developer agree that sewer service from the City is contingent upon successful implementation of a local improvement district to finance construction of sewer infrastructure.
3. Prior to the third reading of the annexation and zoning ordinance the Owner/Developer shall dedicate any additional right-of-way, as defined by the city engineer, adjacent the sides of the Property required for the ultimate build out of all adjacent public roadways.
4. Residential subdivision developments proposed by Owner/Developer on the Property shall conform to the following minimum design standards:
  - a. The average residential density for any subdivision development on the Property shall not exceed three (3) dwelling units per acre (Calculated according to the gross acreage of the development.)
  - b. The minimum allowable residential buildable lot size within any development shall be eight thousand five hundred (8,500) square feet as allowed by the RS 8.5 zone classification.
  - c. The minimum allowable residential buildable lot size of proposed lots situated along a subdivision boundary adjoining any rural residential lots or parcels shall be twelve thousand (12,000) square feet.
5. The Owner/Developer shall establish and enforce Covenants, Conditions, and Restrictions to be recorded against the Property proposed for residential subdivision development which contain the following minimum design standards for single family dwellings:
  - a. The minimum floor area or minimum dwelling size shall be one thousand six hundred (1,600) square feet, exclusive of the garage area.
  - b. All dwellings shall be provided with eaves which project not less than twelve (12) inches beyond the side of the exterior wall.
  - c. At least seventy-five (75) percent of the second story of two-story dwellings shall be set back a minimum of three (3) feet (from the wall plane) or set forward a minimum of two (2) feet (from the wall plane) when positioned over the garage; *or* two-story dwellings shall include architectural features such as but not limited to roof lines, belly bands, pop-outs, cantilevers, material variations, color variations, etc., and eave "eyebrows" constructed with a minimum overhang of thirty six (36) inches across the full width of the garage to break the plane of the lower and upper levels.
  - d. The roof pitches for dwellings shall be a minimum of 5/12 pitch.
  - e. Roof coverings for dwellings shall be of materials generally accepted as the industry standard. If the roof covering is asphalt shingles, shingles shall be "architectural" in style with a minimum warranty of twenty-five (25) years.

- f. Elevations of dwellings shall incorporate varied wall planes or roof forms, and main entries shall be defined by incorporating architectural elements such as roof gables, dormers, stairways, vestibules, wainscoting, lighting, etc.
- g. Elevations of dwellings, including the garage, shall include stucco, stone, brick, or similar material, covering at least twenty (20) percent of each façade oriented to a street.
- h. Dwellings shall be encouraged which feature a side entry garage.
- i. Dwellings shall include design features such as recessed windows and entrance doors, pop-outs, or other architectural details around windows, entrance doors, sliding glass doors, and garage doors. Window treatments may also include additional trim, mullions, or shutters.
- j. No building elevation of any dwelling shall have less than five (5) percent of the gross wall area in glazing, excluding garage or unconditioned areas.
- k. Each dwelling shall contain a front porch, balcony or courtyard.
- l. Detached garages shall be architecturally compatible and consistent in material, design and colors with the dwelling and shall be situated to the side or rear of the site.

INSTRUMENT NO. 2008024565

ORDINANCE NO. 3785

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO MODIFYING THAT CERTAIN DEVELOPMENT AGREEMENT FOR 43.76 ACRES OF REAL PROPERTY LOCATED AT 18360 MADISON ROAD IN THE CITY OF NAMPA AFFIXED TO ORDINANCE NO. 3541 RECORDED AS INSTRUMENT #200616754, RECORDS OF CANYON COUNTY, IDAHO.

WHEREAS, a public hearing on modifying the Development Agreement for 43.76 acres of real property located at 18360 Madison Road in the City of Nampa affixed to Ordinance No. 3541 recorded as Instrument #200616754, records of Canyon County, Idaho was held on March 3, 2008; and

WHEREAS, it is deemed to be in the best interests of the City of Nampa to so modify the Development Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NAMPA, IDAHO:

Section 1: That the Development Agreement for 43.76 acres of real property located at 18360 Madison Road in the City of Nampa affixed to Ordinance No. 3541 recorded as Instrument #200616754, records of Canyon County, Idaho is hereby MODIFIED by the Development Agreement attached hereto as Exhibit A1 and, by this reference, incorporated herein as if set forth in full.

Section 2: That the City Engineer is hereby directed to alter the Use and Area Map in accordance with this Ordinance.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 21st DAY OF April, 2008.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 21st DAY OF April, 2008.

Approved:

By [Signature] Mayor

Attest: [Signature] City Clerk

REQUEST NAMPA CITY OF TYPE [Signature] FEE

CANYON CITY RECORDER [Signature]

2008 APR 5 PM 11:37

2008024565

State of Idaho )

Canyon County )

On this 21st day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Dale and Diana Lambing known to be the Mayor and City Clerk, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

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

Julie Lockey  
Julie Lockey  
Residing at: Nampa, Canyon County, Idaho  
My Commission Expires: 05/11/2011



## AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the "**Amendment**") is entered into this 21<sup>st</sup> day of April 2008 (the "**Effective Date**") by and between the City of Nampa, a municipal corporation (the "**City**") and Farwest L.L.C., an Idaho limited liability company ("**Developer**").

### RECITALS

- A. The City and Developer entered into that certain Development Agreement (the "**Agreement**") dated February 6, 2006.
- B. The Agreement was recorded in the records of Canyon County, Idaho as part of that certain Ordinance No. 3541, recorded as Instrument No. 200616754 on the 9<sup>th</sup> day of March 2006.
- C. The Agreement was made in reference to the potential development of certain real property legally described in Exhibit A to the Agreement (the "**Property**").
- D. Any future development of the Property is contingent upon the availability of sanitary sewer, domestic water and pressurized irrigation water, which facilities are not available as of the Effective Date.
- E. The parties wish to amend the Agreement as set forth herein.

### AMENDMENT

NOW, THEREFORE, for good and valuable consideration, including the covenants contained herein, the parties agree as follows:

1. Defined Terms. Except as set forth herein, the defined terms used in the Agreement shall have the same meaning in this Amendment.

2. Exhibit "C". Exhibit C to the Agreement specifically lists "Conditions of Approval." The parties agree that the following additional conditions of approval shall be added to Exhibit C and made apart thereof:

6. The Developer agrees that should the City and/or the City's Planning and Zoning Commission vote to approve an application for preliminary plat of the Property that such approval shall be made subject to: (a) the construction of off-site sanitary sewer, which shall include and not be limited to a proposed new Purdam lift station in the vicinity of Ustick Road and Northside; the installation of a pressure main line from the lift station south to the

existing force main in Northside, that currently terminates at the intersection of Northside with Birch Lane; and the installation of such additional gravity or pressure main lines sufficient to provide sanitary sewer service to the Property; and (b) the construction of off-site potable water main lines sufficient in volume and pressure to provide adequate domestic water and fire suppression water to the Property; and (c) the construction of pressurized irrigation water main lines connecting to the City's pressurized urban irrigation system and/or constructing a pumping facility sufficient to provide irrigation water to the Property with the capacity required by the City. Any preliminary plat approval shall require the construction of the foregoing utility system improvements prior to any building permits being issued in connection with the development of the Property.

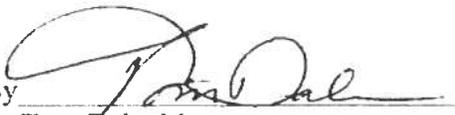
Any approval of a preliminary plat shall be made subject to the foregoing conditions and nothing herein shall be construed as a requirement of the City to provide the Property with sanitary sewer, potable water, or irrigation water.

3. Continued Effectiveness of Terms of Agreement. Except as provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Development Agreement to be executed as of the Effective Date specified above.

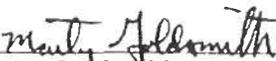
**CITY:**

**City of Nampa,  
a municipal corporation**

By   
Tom Dale, Mayor

**DEVELOPER:**

**Farwest L.L.C.,  
an Idaho limited liability company,**

By   
Marty Goldsmith

Attest:  
  
By   
City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Canyon )

On this 21<sup>st</sup> day of April, 2008, before me,  
Deborah L. Bishop, personally appeared Tom Dale, known or identified to me, to be  
the Mayor of the City of Nampa, whose name is subscribed to the within and foregoing  
instrument and acknowledged to me that he executed the same, and was so authorized to do so  
for and on behalf of said City of Nampa.

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



Deborah L. Bishop  
Notary Public for State of Idaho  
Residing at Nampa, Canyon County, Idaho  
Commission Expires: 6/13/2013

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 6 day of March, 2008, before me,  
Vivian L. Nimmo, personally appeared Marty Goldsmith, known or identified to me,  
to be a Member of Farwest L.L.C., 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  
Farwest L.L.C.

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



Vivian L. Nimmo  
Notary Public for State of Idaho  
Residing at Meridian ID  
Commission Expires: 4/16/2012

EXHIBIT "A"

DESCRIPTION FOR CITY OF NAMPA ANNEXATION  
RUSH PROPERTY PARCEL A

February 6, 2006

A PARCEL OF LAND BEING A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SE 1/4 (SOUTH 1/4 CORNER) OF SECTION 34, T. 4 N., R. 2 W., B.M., THENCE N 00°00'12" E 2174.10 FEET ALONG THE WEST LINE OF SAID SE 1/4 TO A POINT; THENCE S 89°30'08" E 40.00 FEET TO A POINT ON THE PROPOSED EASTERLY RIGHT OF WAY OF MADISON AVENUE, THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N 00°00'12" E 332.00 FEET ALONG SAID PROPOSED EASTERLY RIGHT OF WAY TO A POINT;

THENCE S 89°30'08" E 193.00 FEET TO A POINT;

THENCE N 00°00'12" E 81.00 FEET TO A POINT;

THENCE S 89°30'08" E 418.00 FEET TO A POINT;

THENCE N 00°00'12" E 60.00 FEET TO A POINT ON THE NORTH LINE OF SAID SE 1/4;

THENCE S 89°30'08" E 673.74 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID SE 1/4;

THENCE S 00°00'26" W 1855.58 FEET ALONG THE EAST LINE OF SAID WEST 1/2 TO A POINT ON THE CENTERLINE OF THE PHYLLIS LATERAL NO. 826;

ALONG SAID CENTERLINE AS FOLLOWS:

THENCE N 89°31'01" W 49.14 FEET TO A POINT;

THENCE S 86°14'42" W 31.17 FEET TO A POINT;

THENCE S 82°45'35" W 106.56 FEET TO A POINT;

THENCE S 83°37'58" W 103.35 FEET TO A POINT;

THENCE S 82°30'15" W 111.74 FEET TO A POINT;

THENCE S 84°15'05" W 99.27 FEET TO A POINT;

THENCE N 85°08'42" W 60.45 FEET TO A POINT;

THENCE N 63°30'26" W 55.26 FEET TO A POINT;

THENCE N 52°54'36" W 77.84 FEET TO A POINT;  
THENCE N 55°56'39" W 74.10 FEET TO A POINT;  
THENCE N 59°46'04" W 39.91 FEET TO A POINT;  
THENCE N 59°52'00" W 50.46 FEET TO A POINT;  
THENCE N 60°11'15" W 107.68 FEET TO A POINT;  
THENCE N 58°23'00" W 108.70 FEET TO A POINT;  
THENCE N 54°01'26" W 33.98 FEET TO A POINT;  
LEAVING SAID CENTERLINE:  
THENCE N 00°24'33" E 518.80 FEET TO A POINT;  
THENCE S 88°43'03" E 52.87 FEET TO A POINT;  
THENCE N 00°00'12" E 630.31 FEET TO A POINT;  
THENCE N 89°30'08" W 318.08 FEET TO THE REAL POINT OF BEGINNING OF THIS  
DESCRIPTION.  
SAID PARCEL CONTAINING 43.76 ACRES, MORE OR LESS.

WAYNE K. BARBER,



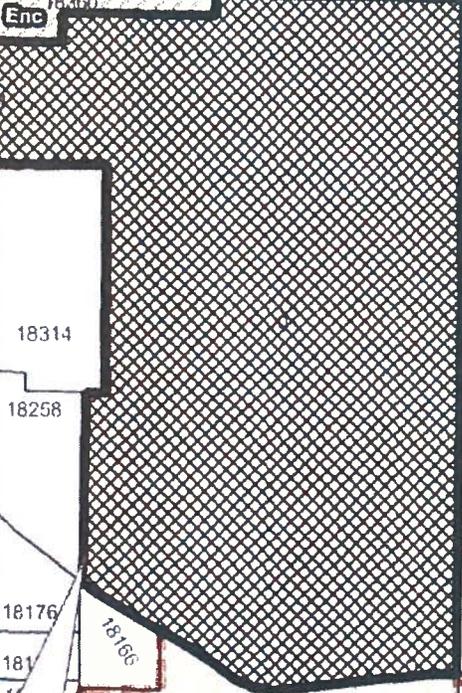
P.L.S. 8444

Madison Rd

Franklin Rd

RS8.5

18901



18314

18258

18176

18176

8620

Ustick Rd

RA

Celestia Dr

18089

8054

8034

18035

8230

8288

8255

MODIFICATION OF ANNEXATION AND ZONING DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF NAMPA AND FARWEST L.L.C. ON FEBRUARY 6, 2006 FOR A 44.07 ACRE PORTION OF THE WEST 1/2 OF THE SE 1/4 OF SECTION 34, T4N, R2W, BM (RUSH PROPERTY) ADDING ADDITIONAL CONDITIONS OF APPROVAL REGARDING THE CONSTRUCTION OF OFF-SITE SANITARY SEWER, THE CONSTRUCTION OF OFF-SITE POTABLE WATER MAIN LINES, AND THE CONSTRUCTION OF PRESSURIZED IRRIGATION WATER MAIN LINES CONNECTING TO THE CITY'S PRESSURIZED URBAN IRRIGATION SYSTEM AND/OR PUMPING FACILITIES FOR FARWEST, LLC PROJECT #13-05188

RS8.5

E Bor...  
E Australis Dr  
E Mandan Ct  
E Dunbar Ct  
Wisdor Ct  
Ave  
borgne Dr  
Franklin Rd

17660  
1 inch equals 500 feet

17747  
17707  
17685

17559

17645

ORDINANCE NO. 4269

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO NAMING A PRIVATE LANE EAST FEATHER CREEK LANE.

WHEREAS, the City Council has determined to name the private lane East Feather Creek Lane per the attached exhibit A.

WHEREAS, Section 9-1-1 of the Nampa City Code requires the City Council to approve the names for new or additional streets.

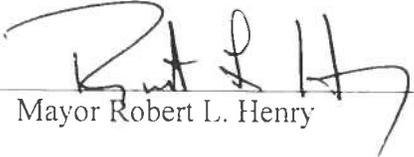
NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NAMPA, IDAHO:

Section 1: Private Lane is hereby NAMED East Feather Creek Lane per attached exhibit A.

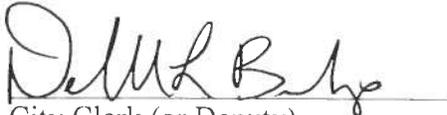
PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 18TH DAY OF JULY, 2016.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 18TH DAY OF JULY, 2016.

Approved:

  
\_\_\_\_\_  
Mayor Robert L. Henry

Attest:

  
\_\_\_\_\_  
City Clerk (or Deputy)

State of Idaho )

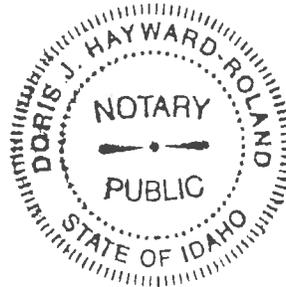
Canyon County )

On this 18th day of July, 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 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



**ORDINANCE NO. 4283**

**AN ORDINANCE ENACTED BY THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, CHANGING THE NAME FOR A PORTION OF *NORTH MIDLAND BOULEVARD* TO *NORTH MERCHANT WAY*; PROVIDING FOR AN EFFECTIVE DATE OF FEBRUARY 1, 2017; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.**

WHEREAS, the City Council has determined to change the name for a portion of that certain right-of-way known as *North Midland Boulevard* to *North Merchant Way*, as set forth more particularly in the attached exhibits A, B, C, D, & E, effective February 1, 2017; and

WHEREAS, Section 9-1-1 of the Nampa City Code allows the City Council to change the names of streets by ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NAMPA, IDAHO:

**Section 1:** That certain portion of *North Midland Boulevard* described and depicted in the attached exhibits A, B, C, D, & E, is hereby RENAMED *North Merchant Way*, including the newly assigned addresses depicted and set forth within said exhibits.

**Section 2.** This ordinance shall be in full force and effect from and after February 1, 2017.

**Section 3.** This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

**2016-043529**

RECORDED

**10/20/2016 02:40 PM**



00261398201600435290130138

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=13 MBROWN

NO FEE

ORDINANCE

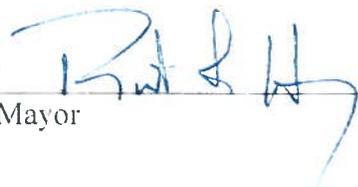
NAMPA CITY OF

**Section 4.** All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

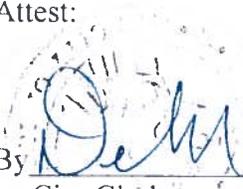
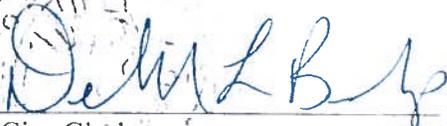
PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 3RD DAY OF OCTOBER, 2016.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 3RD DAY OF OCTOBER, 2016.

Approved:

By   
Mayor

Attest:

  
By   
City Clerk

State of Idaho )

Canyon County )

On this 3rd day of October, 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.

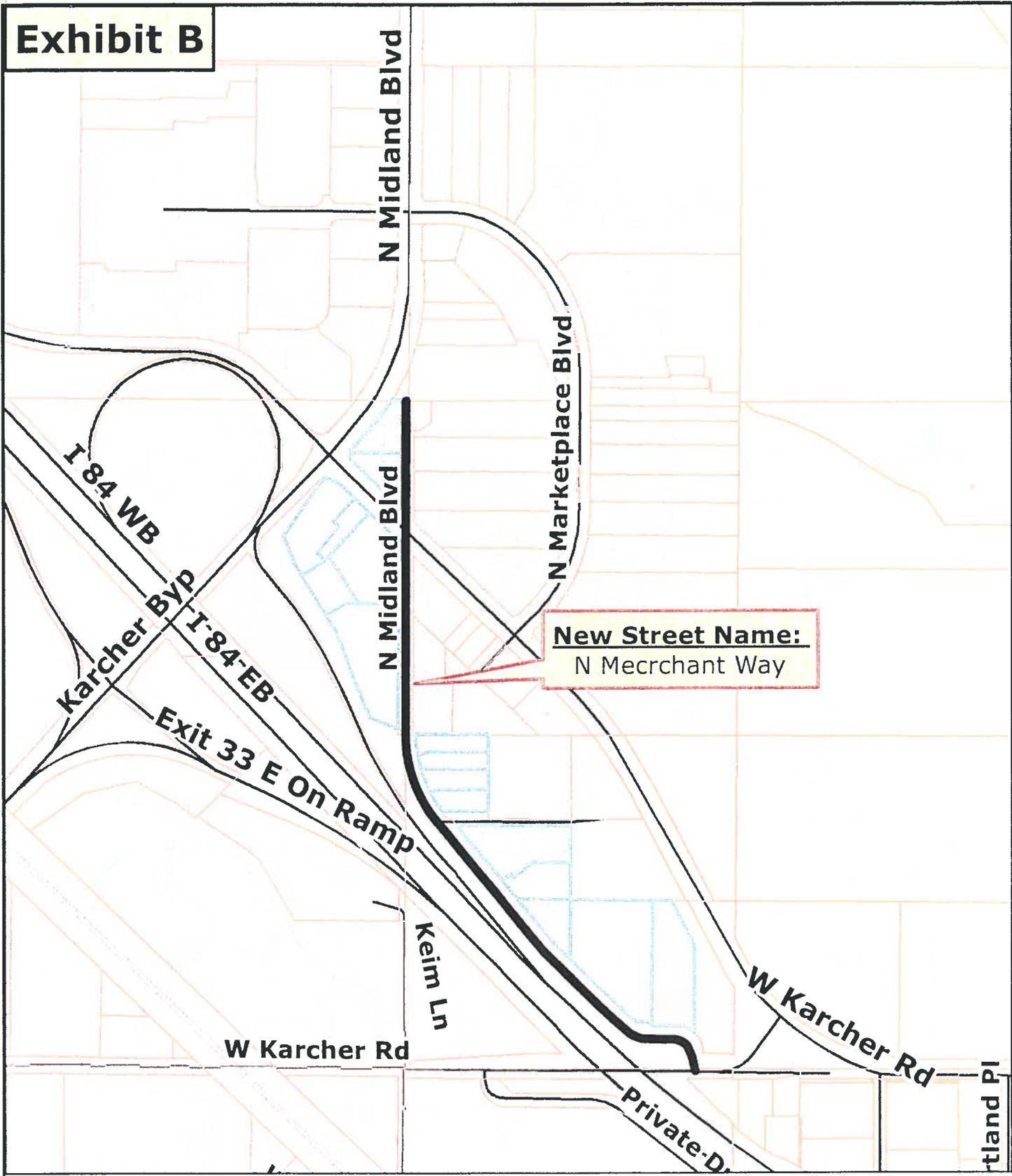
In Witness Thereof, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

*Patricia Rose*

Patricia Rose  
Residing at: Nampa, Canyon County, Idaho  
My Commission Expires: 09/01/2022



# Exhibit B



**City of Nampa**  
**Engineering Division**  
 411 3rd St S  
 Nampa, ID 83651

Prepared by: morsea



Not to Scale

**Effective Date: 2/1/2017**

**Address Status**

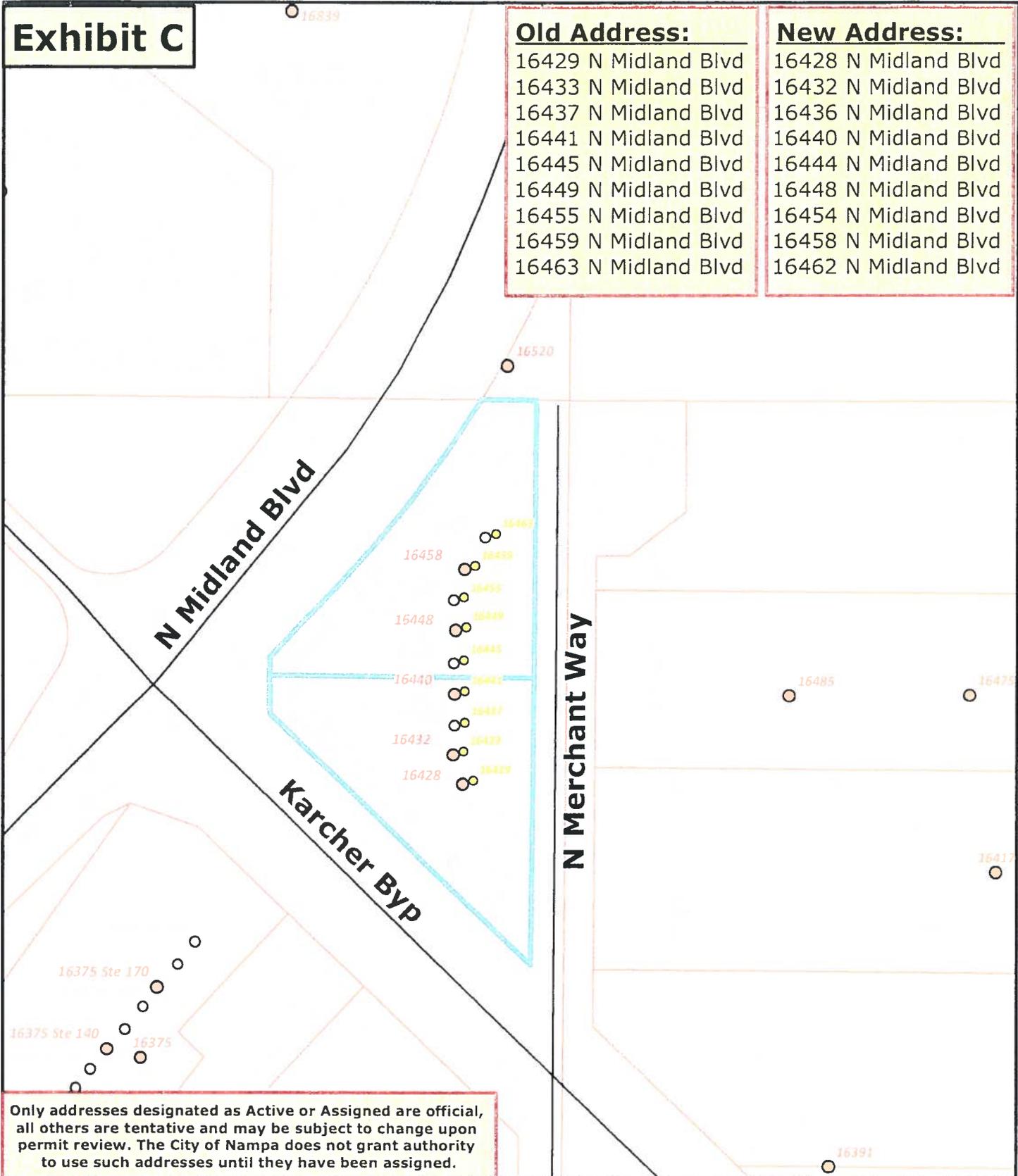
Active	Hold	Retired	Parcel
Proposed	Other	Parcel section	

DATE: 1/10/2017 10:58:10 AM. THE CITY OF NAMPA, IDAHO. THE CITY ENGINEER HAS REVIEWED THIS MAP AND APPROVES IT FOR PUBLICATION. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE MAP AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN HEREON. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE MAP AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN HEREON.

# Exhibit C

Old Address:
16429 N Midland Blvd
16433 N Midland Blvd
16437 N Midland Blvd
16441 N Midland Blvd
16445 N Midland Blvd
16449 N Midland Blvd
16455 N Midland Blvd
16459 N Midland Blvd
16463 N Midland Blvd

New Address:
16428 N Midland Blvd
16432 N Midland Blvd
16436 N Midland Blvd
16440 N Midland Blvd
16444 N Midland Blvd
16448 N Midland Blvd
16454 N Midland Blvd
16458 N Midland Blvd
16462 N Midland Blvd



Only addresses designated as Active or Assigned are official, all others are tentative and may be subject to change upon permit review. The City of Nampa does not grant authority to use such addresses until they have been assigned.



**City of Nampa**  
**Engineering Division**  
**411 3rd St S**  
**Nampa, ID 83651**

Prepared by: morsea



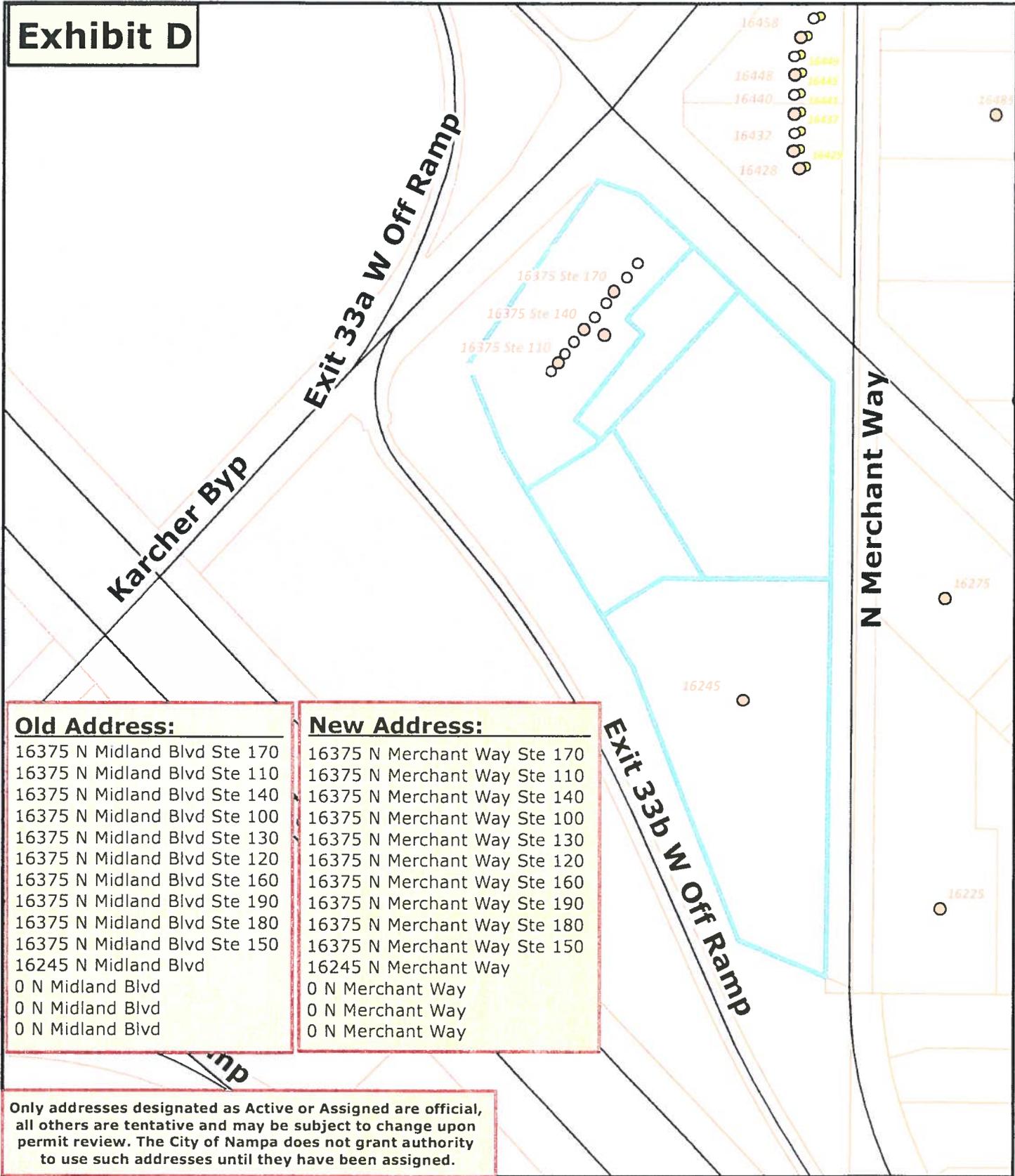
Not to Scale

**Effective Date: 02/01/2017**

Address Status: ● Hold ● Proposed   Parcel  
● Active ● Other ● Retired   Parcel Selection

This map is prepared for informational purposes only. It is not intended to be used as a legal document. The City of Nampa is not responsible for any errors or omissions. The City of Nampa does not warrant the accuracy of the information shown on this map. The City of Nampa is not responsible for any damages, including consequential damages, arising from the use of this map. The City of Nampa is not responsible for any claims, including attorney's fees, arising from the use of this map. The City of Nampa is not responsible for any claims, including attorney's fees, arising from the use of this map.

# Exhibit D



**Old Address:**

- 16375 N Midland Blvd Ste 170
- 16375 N Midland Blvd Ste 110
- 16375 N Midland Blvd Ste 140
- 16375 N Midland Blvd Ste 100
- 16375 N Midland Blvd Ste 130
- 16375 N Midland Blvd Ste 120
- 16375 N Midland Blvd Ste 160
- 16375 N Midland Blvd Ste 190
- 16375 N Midland Blvd Ste 180
- 16375 N Midland Blvd Ste 150
- 16245 N Midland Blvd
- 0 N Midland Blvd
- 0 N Midland Blvd
- 0 N Midland Blvd

**New Address:**

- 16375 N Merchant Way Ste 170
- 16375 N Merchant Way Ste 110
- 16375 N Merchant Way Ste 140
- 16375 N Merchant Way Ste 100
- 16375 N Merchant Way Ste 130
- 16375 N Merchant Way Ste 120
- 16375 N Merchant Way Ste 160
- 16375 N Merchant Way Ste 190
- 16375 N Merchant Way Ste 180
- 16375 N Merchant Way Ste 150
- 16245 N Merchant Way
- 0 N Merchant Way
- 0 N Merchant Way
- 0 N Merchant Way

Only addresses designated as Active or Assigned are official, all others are tentative and may be subject to change upon permit review. The City of Nampa does not grant authority to use such addresses until they have been assigned.



**City of Nampa**  
**Engineering Division**  
**411 3rd St S**  
**Nampa, ID 83651**

Prepared by: morsea



Not to Scale

**Effective Date: 02/01/2017**

**Address Status**

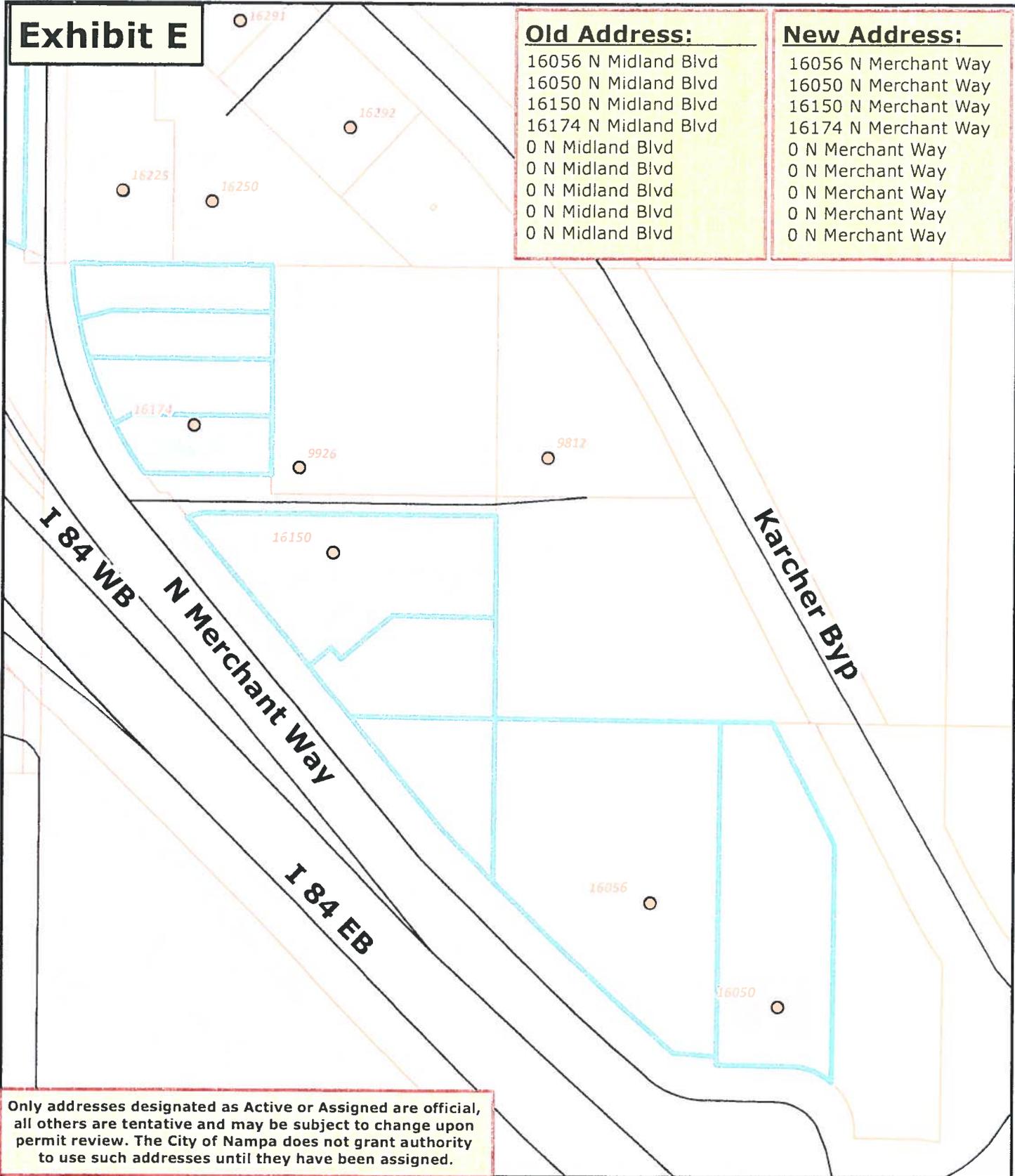
Active	Other	Hold	Proposed	Parcel Selection
		Retired		

This map is a representation of the information provided to the City of Nampa. It is not a legal document and should not be used for legal purposes. The City of Nampa is not responsible for any errors or omissions on this map. The information on this map is subject to change without notice. The City of Nampa is not responsible for any damages or losses resulting from the use of this map. The information on this map is provided for informational purposes only. The City of Nampa is not responsible for any damages or losses resulting from the use of this map. The information on this map is provided for informational purposes only.

# Exhibit E

Old Address:
16056 N Midland Blvd
16050 N Midland Blvd
16150 N Midland Blvd
16174 N Midland Blvd
0 N Midland Blvd
0 N Midland Blvd
0 N Midland Blvd
0 N Midland Blvd
0 N Midland Blvd

New Address:
16056 N Merchant Way
16050 N Merchant Way
16150 N Merchant Way
16174 N Merchant Way
0 N Merchant Way
0 N Merchant Way
0 N Merchant Way
0 N Merchant Way
0 N Merchant Way



Only addresses designated as Active or Assigned are official, all others are tentative and may be subject to change upon permit review. The City of Nampa does not grant authority to use such addresses until they have been assigned.



**City of Nampa**  
**Engineering Division**  
**411 3rd St S**  
**Nampa, ID 83651**

Prepared by: morsea



Not to Scale

**Effective Date: 02/01/2017**

Address Status ● Hold ● Proposed ● Parcel  
 ○ Active ○ Other ● Retired ● Parcel Selection

This map is provided for informational purposes only. It is not intended to be used as a legal document. The City of Nampa is not responsible for any errors or omissions on this map. The City of Nampa reserves the right to change the information on this map at any time without notice.

# Exhibit F

## Karcher Village

Account	Old Address	New Address	Business	General Legal
R22589011A0	16429 N Midland Blvd	16428 N Midland Blvd	Tobacco Connection	08-3N-2W SE HELEN B SUB TX 96254 LS RD
R22589011A0	16433 N Midland Blvd	16432 N Midland Blvd	The Mail Room	08-3N-2W SE HELEN B SUB TX 96254 LS RD
R22589011A0	16437 N Midland Blvd	16436 N Midland Blvd	The Mail Room (additional use)	08-3N-2W SE HELEN B SUB TX 96254 LS RD
R22589011A0	16441 N Midland Blvd	16440 N Midland Blvd	Great Clips	08-3N-2W SE HELEN B SUB TX 96254 LS RD
R2258901100	16445 N Midland Blvd	16444 N Midland Blvd	Eyemart (additional use)	08-3N-2W SE HELEN B SUB TX 96253 LS RD
R2258901100	16449 N Midland Blvd	16448 N Midland Blvd	Eyemart	08-3N-2W SE HELEN B SUB TX 96253 LS RD
R2258901100	16455 N Midland Blvd	16454 N Midland Blvd	West Valley Medical Group (additional use)	08-3N-2W SE HELEN B SUB TX 96253 LS RD
R2258901100	16459 N Midland Blvd	16458 N Midland Blvd	West Valley Medical Group	08-3N-2W SE HELEN B SUB TX 96253 LS RD
R2258901100	16463 N Midland Blvd	16462 N Midland Blvd	West Valley Medical Group (additional use)	08-3N-2W SE HELEN B SUB TX 96253 LS RD

## G&G investments Commercial Development

Account	Old Address	New Address	Business	General Legal
R2258910000	16375 N Midland Blvd Ste 170	16375 N Merchant Way Ste 170	Mattress Firm	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 1
R2258910000	16375 N Midland Blvd Ste 110	16375 N Merchant Way Ste 110	Vitamin Shoppe	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 2
R2258910000	16375 N Midland Blvd Ste 140	16375 N Merchant Way Ste 140	Aspen Dental	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 3
R2258910000	16375 N Midland Blvd Ste 100	16375 N Merchant Way Ste 100	TBD	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 4
R2258910000	16375 N Midland Blvd Ste 130	16375 N Merchant Way Ste 130	TBD	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 5
R2258910000	16375 N Midland Blvd Ste 120	16375 N Merchant Way Ste 120	TBD	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 6

# Exhibit F

## G&G Investments Commercial Development

Account	Old Address	New Address	Business	General Legal
R2258910000	16375 N Midland Blvd Ste 160	16375 N Merchant Way Ste 160	TBD	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 7
R2258910000	16375 N Midland Blvd Ste 190	16375 N Merchant Way Ste 190	TBD	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 8
R2258910000	16375 N Midland Blvd Ste 180	16375 N Merchant Way Ste 180	TBD	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 9
R2258910000	16375 N Midland Blvd Ste 150	16375 N Merchant Way Ste 150	TBD	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 10
R2258910300	0 N Midland Blvd	0 N Merchant Way	TBD	08-3N-2W SE G G INVEST COMM DEV LT 4 BLK 1
R2258910100	0 N Midland Blvd	0 N Merchant Way	TBD	08-3N-2W SE G G INVEST COMM DEV LT 2 BLK 1
R2258910200	0 N Midland Blvd	0 N Merchant Way	TBD	08-3N-2W SE G G INVEST COMM DEV LT 3 BLK 1
R2258910400	16245 N Midland Blvd	16245 N Merchant Way	Holiday Inn	08-3N-2W SE G G INVEST COMM DEV LT 5 BLK 1

## South End (Fairfield, Advantage, Batteries Plus)

Account	Old Address	New Address	Business	General Legal
R3098100000	16056 N Midland Blvd	16056 N Merchant Way	Vacant	09-3N-2W SW HWY & LS RD W1/2 SESWSW LESS
R3098001000	16050 N Midland Blvd	16050 N Merchant Way	Advantage Machine & Hydraulic	09-3N-2W SW TAX 20 IN SE SW SW
R3098301000	16150 N Midland Blvd	16150 N Merchant Way	Fairfield Inn	09-3N-2W SW TX 07369 IN S1/2 NWSWSW LS RD
R3098500000	16174 N Midland Blvd	16174 N Merchant Way	BATTERIES PLUS	09-3N-2W SW TX 12119 IN SWSW
R3098201000	0 N Midland Blvd	0 N Merchant Way	Vacant	09-3N-2W SW SWSWSW-N & E OF HWY LS RD
R3098300000	0 N Midland Blvd	0 N Merchant Way	Vacant	09-3N-2W SW S1/2 NWSWSW E OF I-84 LS TX 06530 & 07369 LS RD
R3098500000	0 N Midland Blvd	0 N Merchant Way	Vacant	09-3N-2W SW TX 12120 IN SWSW

# Exhibit F

## South End (Fairfield, Advantage, Batteries Plus)

Account	Old Address	New Address	Business	General Legal
R3098401000	0 N Midland Blvd	0 N Merchant Way	Vacant	09-3N-2W SW TX 12121 IN SWSW
R3098400000	0 N Midland Blvd	0 N Merchant Way	Vacant	09-3N-2W SW TX 12123 IN SWSW

**ORDINANCES OF THE CITY OF NAMPA  
NOTICE OF ADOPTION AND SUMMARY OF  
ORDINANCE NO. 4283**

**AN ORDINANCE ENACTED BY THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, CHANGING THE NAME FOR A PORTION OF *NORTH MIDLAND BOULEVARD* TO *NORTH MERCHANT WAY*; PROVIDING FOR AN EFFECTIVE DATE OF FEBRUARY 1, 2017; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.**

**Section 1:** Renames that certain portion of *North Midland Boulevard* between its intersection with W. Karcher Road to the south and its terminus to the north of Karcher Connector as *N. Merchant Way*, and makes the follow changes to addresses affected by said changes:

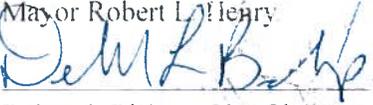
Karcher Village				
Account	Old Address	New Address	Business	General Legal
R22589011A0	16429 N Midland Blvd	16428 N Midland Blvd	Tobacco Connection	08-3N-2W SE HELEN B SUB 1X 96254 LS RD
R22589011A0	16433 N Midland Blvd	16432 N Midland Blvd	The Mail Room	08-3N-2W SE HELEN B SUB 1X 96254 LS RD
R22589011A0	16437 N Midland Blvd	16436 N Midland Blvd	The Mail Room (additional use)	08-3N-2W SE HELEN B SUB 1X 96254 LS RD
R22589011A0	16441 N Midland Blvd	16440 N Midland Blvd	Great Clips	08-3N-2W SE HELEN B SUB 1X 96254 LS RD
R2258901100	16445 N Midland Blvd	16444 N Midland Blvd	Eyemart (additional use)	08-3N-2W SE HELEN B SUB 1X 96253 LS RD
R2258901100	16449 N Midland Blvd	16448 N Midland Blvd	Eyemart	08-3N-2W SE HELEN B SUB 1X 96253 LS RD
R2258901100	16455 N Midland Blvd	16454 N Midland Blvd	West Valley Medical Group (additional use)	08-3N-2W SE HELEN B SUB 1X 96253 LS RD
R2258901100	16459 N Midland Blvd	16458 N Midland Blvd	West Valley Medical Group	08-3N-2W SE HELEN B SUB 1X 96253 LS RD
R2258901100	16463 N Midland Blvd	16462 N Midland Blvd	West Valley Medical Group (additional use)	08-3N-2W SE HELEN B SUB 1X 96253 LS RD
G&G Investments Commercial Development				
Account	Old Address	New Address	Business	General Legal
R2258910000	16375 N Midland Blvd Ste 170	16375 N Merchant Way Ste 170	Mattress Firm	08-3N-2W SE G G INVEST COMM DIV 1.1.1 BLK 1
R2258910000	16375 N Midland Blvd Ste 110	16375 N Merchant Way Ste 110	Vitamin Shoppe	08-3N-2W SE G G INVEST COMM DIV 1.1.1 BLK 2

R2258910000	16375 N Midland Blvd Ste 140	16375 N Merchant Way Ste 140	Aspen Dental	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 3
R2258910000	16375 N Midland Blvd Ste 100	16375 N Merchant Way Ste 100	TBD	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 4
R2258910000	16375 N Midland Blvd Ste 130	16375 N Merchant Way Ste 130	TBD	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 5
R2258910000	16375 N Midland Blvd Ste 120	16375 N Merchant Way Ste 120	TBD	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 6
G&G Investments Commercial Development				
Account	Old Address	New Address	Business	General Legal
R2258910000	16375 N Midland Blvd Ste 160	16375 N Merchant Way Ste 160	TBD	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 7
R2258910000	16375 N Midland Blvd Ste 190	16375 N Merchant Way Ste 190	TBD	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 8
R2258910000	16375 N Midland Blvd Ste 180	16375 N Merchant Way Ste 180	TBD	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 9
R2258910000	16375 N Midland Blvd Ste 150	16375 N Merchant Way Ste 150	TBD	08-3N-2W SE G G INVEST COMM DEV LT 1 BLK 10
R2258910300	0 N Midland Blvd	0 N Merchant Way	TBD	08-3N-2W SE G G INVEST COMM DEV LT 4 BLK 1
R2258910100	0 N Midland Blvd	0 N Merchant Way	TBD	08-3N-2W SE G G INVEST COMM DEV LT 2 BLK 1
R2258910200	0 N Midland Blvd	0 N Merchant Way	TBD	08-3N-2W SE G G INVEST COMM DEV LT 3 BLK 1
R2258910400	16245 N Midland Blvd	16245 N Merchant Way	Holiday Inn	08-3N-2W SE G G INVEST COMM DEV LT 5 BLK 1
South End (Fairfield, Advantage, Batteries Plus)				
Account	Old Address	New Address	Business	General Legal
R3098100000	16056 N Midland Blvd	16056 N Merchant Way	Vacant	09-3N-2W SW W1/2 SESW SW LESS HWY & I.S RD
R3098001000	16050 N Midland Blvd	16050 N Merchant Way	Advantage Machine & Hydraulic	09-3N-2W SW TAX 20 IN SE SW SW

R3098301000	16150 N Midland Blvd	16150 N Merchant Way	Fairfield Inn	09-3N-2W SW 1X 07369 IN S1/2 NWSWSW LS RD
R3098500000	16174 N Midland Blvd	16174 N Merchant Way	BATTERIES PLUS	09-3N-2W SW 1X 12119 IN SWSW
R3098201000	0 N Midland Blvd	0 N Merchant Way	Vacant	09-3N-2W SW SWSWSW-N & E OF HWY 1S RD
R3098300000	0 N Midland Blvd	0 N Merchant Way	Vacant	09-3N-2W SW S1/2 NWSWSW E OF I-84 1S 1X 06530 & 07369 1S RD
R3098500000	0 N Midland Blvd	0 N Merchant Way	Vacant	09-3N-2W SW 1X 12120 IN SWSW
South End (Fairfield, Advantage, Batteries Plus)				
Account	Old Address	New Address	Business	General Legal
R3098401000	0 N Midland Blvd	0 N Merchant Way	Vacant	09-3N-2W SW 1X 12121 IN SWSW
R3098400000	0 N Midland Blvd	0 N Merchant Way	Vacant	09-3N-2W SW 1X 12123 IN SWSW

**Sections 2 through 4:** Provides that this ordinance shall be in full force and effect from and after February 1, 2017; provides for severability; repeals conflicting ordinances, resolutions, and orders.

Ordinance No. 4283 shall be effective on February 1, 2017. Ordinance No. 4283 was passed by the Council and approved by the Mayor on the 3rd day of October, 2016. The full text of the Ordinance is available at Nampa City Hall, 411 3rd Street South, Nampa, Idaho 83651. The Mayor and City Council approved the foregoing summary on the 3rd day of October, 2016, for publication on the 11th day of October, 2016, pursuant to Idaho Code § 50-901A.

  
 Mayor Robert L. Henry  
  
 Deborah Bishop, City Clerk

ATTEST:

**STATEMENT OF LEGAL ADVISOR**

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 4283 and provides adequate notice to the public as to the contents of such ordinance.

*me*

DATED this 3rd day of October, 2016.  
Mark Hilty, Attorney for City of Nampa