



APPLICATION FOR AMENDMENT OF ZONING ORDINANCE OR MAP
PLANNING AND ZONING DEPARTMENT

411 3RD STREET S., NAMPA, IDAHO 83651 P: (208) 468-4487 F: (208) 465-2261
Nonrefundable Fee: \$406.00 (1 acre or less) Nonrefundable Fee: \$811.00 (more than 1 acre)
Or \$213.00 for a text amendment

Applicant/Representative Name David A Fetzer		Home Number 208-442-2959
Street Address 32108. Kokomo dr.		Mobile Number 208-550-7382
City Nampa	State Id	Zip code 83686
Property Owner Name David & Elizabeth Fetzer		Home Number 208-442-2959
Street Address Parcel # 321790100 W Greenhurst		Mobile Number Same as Above
City Nampa	State Id	Zip Code 83686
Email Fetzer 60@AOL.com		

Applicant's interest in property: () Own () Rent () Other

ADDRESS OF SUBJECT PROPERTY: **R 321790100**

Please provide the following REQUIRED DOCUMENTATION:

- Completed Application
- A copy of one of the following:
 - Warranty Deed
 - Proof Of Option
 - Earnest Money Agreement
- Signed & Notarized Affidavit of Legal Interest (attached). Form **must** be completed by the legal owner (If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that the person signing is an authorized agent)
- Original Legal description of property AND a legible WORD formatted document with Closure Calcs. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description

> State the zoning desired for the subject property: RP

> State (or attach a letter stating) the reason for the proposed change, together with any other information considered pertinent to the determination of the matter. In the case of a text amendment please attach the full text of the proposed amendment. To make the property more marketable for resale.

Dated this 12th day of Oct, 20 17

Applicant Signature

This application will be referred to the Nampa Planning Commission for its consideration. The Planning Commission shall hold a public hearing on the application and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. In the case of map amendments notice shall also be posted on the premises not less than 1 week prior to the hearings and notices will be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.

OFFICE USE ONLY

FILE NUMBER: **ZMA/214-093-2017** PROJECT NAME **Rezone from R56 to RP**



City of Nampa

PLANNING and ZONING DEPARTMENT

OFFICE (208) 468-5484

CITY HALL 411 THIRD STREET SO. NAMPA, IDAHO 83651 FAX (208) 465-2261

AFFIDAVIT OF LEGAL INTEREST

STATE OF IDAHO)

:SS

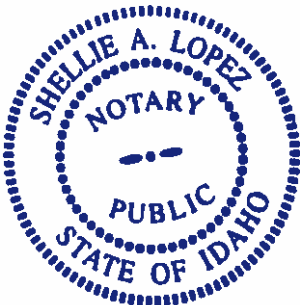
COUNTY OF CANYON)

- A. I, David A. Fetzer, whose address is 3210 S. Kokomo Dr. Nampa, ID being first duly sworn upon oath, depose and say that I am the owner of record of the property described on the attached application.
- B. I grant my permission to _____, whose address is _____, to submit the accompanying application pertaining to the property described on the attached application.
- C. I agree to indemnify, defend and hold the City of Nampa and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

Dated this 12 day of Oct, 2017.

[Signature]
Signature

SUBSCRIBED AND SWORN to before me the 12 day of October.



[Signature]
Notary Public for Idaho

Residing at: City of Nampa

Commission Expires: My commission expires
March 19, 2022



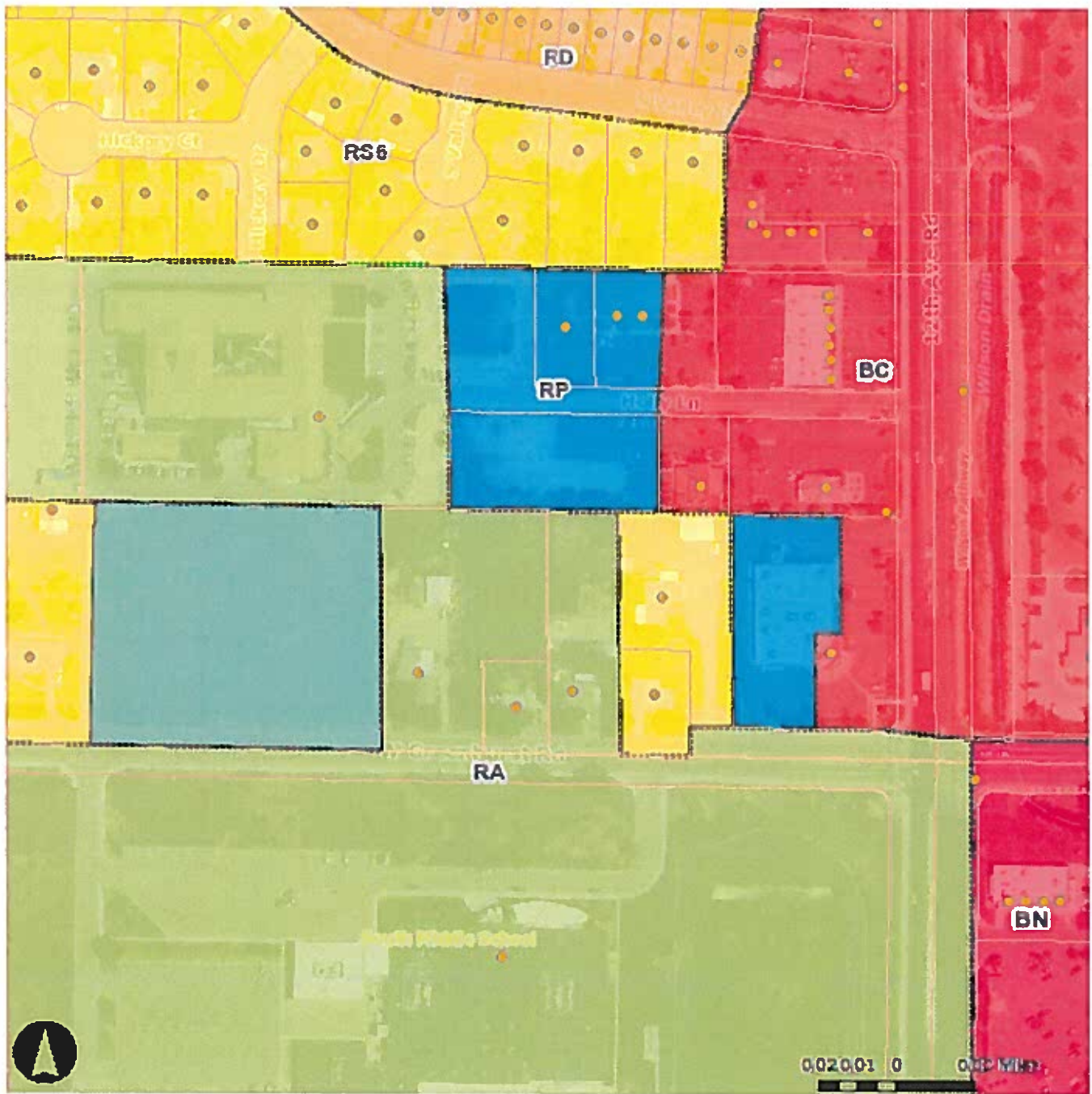
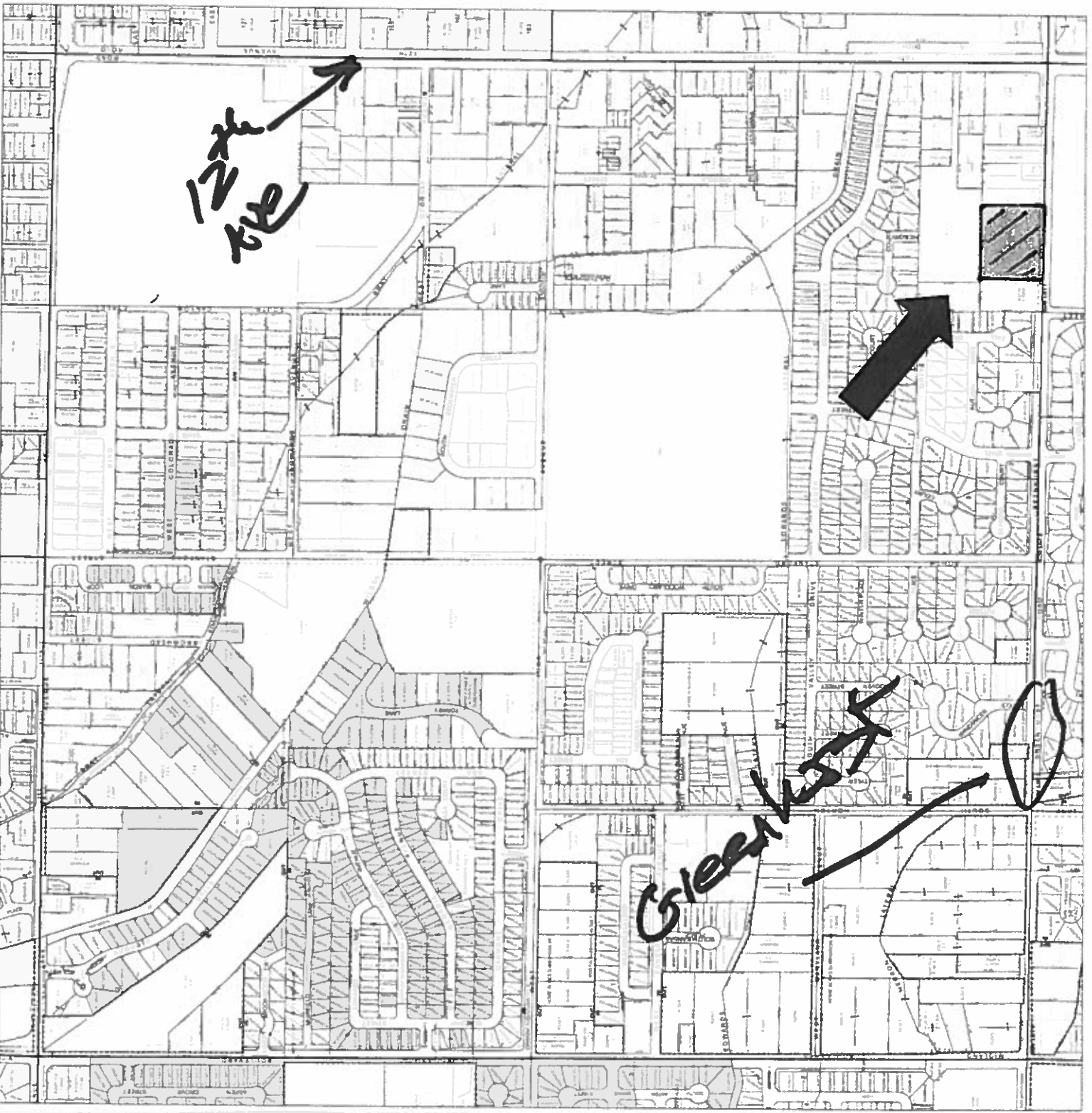


EXHIBIT "A-1"

SITE MAP

T3N R2W 33

SEC. 33 T3N R2W



SCHEDULE C

Legal Description:

A parcel of land being a portion of the South half of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 33, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County, Idaho, as shown on Record of Survey filed for record in the office of the County Recorder, Caldwell, Idaho under Instrument No. 2013-053145 and more particularly described as follows:

Commencing at a brass cap marking the Southeast corner of said Section 33; thence along the South boundary of said Section 33, which is also the centerline of West Greenhurst Road
North 89°04'10" West 754.85 feet to a PK nail and washer, said point marking the Point of Beginning; thence continuing
North 89°04'10" West, 396.89 feet to a PK nail and washer; thence leaving said South boundary
North 00°49'00" East, 296.13 feet to an iron pin; thence at right angles
South 89°11'00" East 2.50 feet to an iron pin; thence at right angles
North 00°49'00" East, 32.72 feet to an iron pin on the North boundary of said South half of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 33; thence along said North boundary
South 89°04'09" East, 388.09 feet to an iron pin; thence leaving said North boundary along a line 565.00 feet East of and parallel with the West boundary of said South half of the Southwest quarter of the Southeast quarter Southeast quarter of Section 33
South 00°16'55" East, 328.92 feet to the Point of Beginning.



1101 W. River Street, Suite 201
Boise, ID 83702
Ph. (208) 424-8511
Fx. (208) 287-0951
www.titleonecorp.com

Privacy Policy Notice

June 30, 2001

Dear TitleOne Corporation Customer:

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes title insurance agencies. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information. The following statement is the privacy policy of TitleOne Corporation:

What kinds of information we collect. Most of TitleOne Corporation's business is title insurance and escrow services. We collect information about you, (for instance, your name, address, telephone number), and information about your transaction, including the identity of the real property that you are buying or financing. We obtain a copy of any deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. We then obtain information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow, or settlement services we may get your social security number, and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balance, and sometimes bank account numbers to facilitate the transaction. If you are concerned about the information we have collected, please write us.

How we use this information. TitleOne Corporation does not share your information with marketers outside its own family of companies. There is no need to tell us to keep your information to ourselves because we share your information only to provide service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need the information to provide products and services to you. We maintain physical, electronic, and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

Buyer/Borrower Initial _____

Seller Initial _____



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ESCROW CLOSING INSTRUCTIONS

Escrow No. 14241731
Date: 10/22/2014

To: TitleOne Corporation

Before close of escrow Robert L. LaVelle and Mary Beth LaVelle, has or will deposit with you under these instructions the following:

- Fully-executed warranty deed in favor of buyer herein
- Escrow closing statement
- 1099 form
- Owners Affidavit

which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller **\$250,000.00** subject to any charges and/or credit authorized herein; and David A. Fetzer and Elizabeth Fetzer, has or will deposit with you a cashier's check or other certified funds as required to comply with these instructions, and the following:

- Escrow closing statement

Earnest money in the amount of has been deposited with by the buyer outside of escrow, which shall be withheld at time of closing.

You are hereby authorized and directed to use the funds and documents described above, when you are able to close in accordance with the instructions below:

When you are in a position to issue or have issued an ALTA Policy (or policies) of title insurance insuring Buyer (or as otherwise hereinafter provided) in the form as follows:

ALTA Owners Policy (6/17/06): Standard Coverage

in the amount of **\$250,000.00** on the real property described in Title Commitment No. 14241731 issued by TitleOne Corporation, which the undersigned have read and approved, which will show record title vested in: David A. Fetzer and Elizabeth Fetzer, husband and wife free and clear of all encumbrances except for the insuring clauses, exceptions, exclusions, provisions and stipulations customarily contained in the printed provisions of such form and exceptions 1-15 as set forth in above referenced Title Commitment dated October 7, 2014.

Then you are instructed to disburse deposited funds pursuant to the Escrow Closing Statement(s) examined and approved by the parties hereto and by this reference made a part hereof. Proceeds of this escrow may be disbursed by your check payable to the respective parties, and your checks and documents may be mailed to the addresses set forth herein.

Escrow holder has been instructed to prepare certain documents in connection with this transaction which documents have been read and approved by the parties as to form, content and terms AND have been approved for use in this escrow:

DOCUMENTS PREPARED BY ESCROW: Warranty Deed

1. FIRPTA: Escrow Agent is released from and shall have no liability, obligation or responsibility with respect to (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code 1986 amended, (b) advising parties as to the requirements of such Section, (c) determining whether the transferor is a foreign person under such Section, or (d) obtaining a non-foreign affidavit or other form withhold under such Section.

2. You are instructed to prorate as of close of escrow the following: Taxes

and it is understood that the prorated charges shown upon the escrow closing statement are prorated as of that date. In the event of a change in the closing date, TitleOne is instructed to adjust the proration date accordingly without further written instruction from the undersigned.

Assume a per diem basis (based on 365 days per year) in the proration herein provided, except rents which shall be prorated on the number of days in the current month. And unless parties otherwise instruct you, you are to use the information contained in the last available tax statement, rental statement, or beneficiary's statement delivered into escrow for the prorations provided above. It is understood and agreed that the real property tax proration herein is based on 2014 Estimated taxes in the amount of \$594.46. The undersigned parties hereby affirm and agree that Escrow Holder, its employees, agents or assigns have not made any warranties as to the accuracy of these tax figures. Further, the undersigned parties agree that should the actual tax, as shown in the tax statement forwarded by the Assessor's office during the year of sale, differ from the figure represented in the closing statement, the parties will make adjustment between themselves, outside of escrow. Escrow Holder shall not be responsible or liable for reimbursements as required thereby.

3. All water and utility charges will be handled by the principals outside of escrow. Escrow holder is not to be concerned with or responsible for transfer of keys and/or physical possession of the property.
4. Unless specifically provided elsewhere in these instructions, the cancellation, transfer or purchase of fire or other casualty insurance shall be handled by the parties outside of this escrow.
5. You are authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse you for any charges incurred by you in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. You are further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by you for said recording fees.
6. All money received by you in this escrow is to be deposited in your trust account pending closing. Seller and/or Buyer hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Escrow Holder has or may have other banking relationships and further consent to the retention by Escrow Holder and/or its affiliates of any and all benefits which may be received from such financial institutions by reason of their maintenance of said trust accounts. Unless otherwise specifically agreed, you may commingle funds received by you in escrow with escrow funds of others and may deposit such funds in a checking account with any federally insured bank. It is understood that you shall be under no obligation to invest funds deposited with you on behalf of any depositor, nor shall you be accountable to the depositor for any earnings or other incidental benefits attributable to the funds which may be received by you while you hold such funds.
7. These instructions are effective for 15 days from the date hereof; and thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. I/We, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written cancellation instructions executed by all principals involved.
8. These escrow closing instructions may be executed in counterparts with like effect as if all signatures appeared on a single copy.
9. You are bound solely by the provisions set forth in these escrow instructions and the parties hereto understand that you are not a party to any earnest money receipt and agreement or commission agreement (agreements), executed by the parties herein, and that said agreements (and amendments thereto, if any) is (are) not a part of these escrow closing instructions.

10. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions. You are to assume no liability for the sufficiency or enforceability of any provisions in said agreements. The undersigned hereby affirm that all of the terms and conditions contained in the earnest money agreement have been met or waived to the complete satisfaction of the parties.
11. You are instructed to furnish to any broker or lender identified with this transaction or anyone acting on behalf of such broker or lender, any information concerning this escrow upon request of said broker or lender.
12. Should any disputes arise between parties interested in property or funds covered by these instructions, you shall have the option to hold all matters pending in their then existing status or to join in or commence a court action, or to bring an action in interpleader, at your option. Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to proceed until the rights of the parties are settled to your satisfaction. Further, you as escrow holder shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the event of any suit or claim made against you by either or both parties to this escrow or in the event any suit is instituted by you to resolve your responsibility regarding conflicting claims of both parties to this escrow, that said parties, jointly and severally, shall be required to pay you all expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the parties hereto, or not.
13. In the event of any disagreement between the parties hereto, or demands or claims made upon you by the parties hereto or interested herein or by any other party, you, as escrow holder, shall have the right to employ legal counsel to advise and/or represent you in any Suit or action brought affecting this escrow or the papers held in connection herewith or to bring an action in interpleader, at your option. The parties hereto shall be jointly and severally liable to you for any and all attorney's fees, costs, and disbursements incurred by you in connection with the employment of counsel in such conflict and, upon demand, the parties shall forthwith pay the same to you, as escrow holder. If you are required to institute suit to collect such sums as are owed to you pursuant to this or any other provision of this instructions, you shall further be entitled to payment by the parties found liable for such unpaid charges of any costs and attorney's fees incurred in the prosecution of such action.
14. Buyer and Seller acknowledge and agree that Escrow Holder will rely on the payoff amount provided by Seller's lender prior to closing as being the entire and final amount due to Seller's lender in closing the real estate transaction hereunder ("Transaction"). If Seller's lender demands after closing (1) that Escrow Holder pay Seller's lender additional funds or fees that were not otherwise included in the payoff amount provided to Escrow Holder prior to closing, or (2) refuses to reconvey or release its security interest in the real property for any reason whatsoever then Buyer and Seller agree as follows:
 - a) Escrow Holder may reverse the Transaction and return Buyer and Seller back to the position in which they were before closing and otherwise return any funds to any party who deposited the same into escrow, including, without limitation, Buyer's lender.
 - b) if Escrow Holder reverses the Transaction, Buyer and Seller hereby agree to release and hold Escrow Holder harmless for any and all claims, damages, costs, expenses, fees, penalties, and liabilities (including reasonable attorneys' fees) arising out of or related to Escrow Holder's reversing of the Transaction, without limitation (i) any direct, consequential nominal, restitutionary, or punitive damages and (ii) any fees Buyer or Seller may have paid to a third-party in connection with the Transaction, including lenders' fees and qualified intermediary fees,
 - c) Buyer and Seller will execute any and all documents required by Escrow Holder to reverse the Transaction, including, without limitation, all deeds necessary to transfer the real property back to Seller;

Notwithstanding anything to the contrary in these escrow instructions, this Section 14 of the escrow instructions and the duty to release and hold Escrow Holder harmless hereunder shall survive the termination or expiration of these instructions and the closing of the Transaction.

15. If for any reason funds are retained or remain in escrow after closing date, you are to deduct therefrom a reasonable monthly charge as custodian thereof of not less than \$10.00 per month.

ADDITIONAL INSTRUCTIONS

DECLARATION OF ESCROW SERVICES:

Both Buyer and Seller acknowledge the following by their signatures below:

We have been specifically informed that TitleOne Corporation is not licensed to practice law and no legal or accounting advice has been offered by TitleOne Corporation or any of its employees. We have been further informed that TitleOne Corporation is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature and content of the documents executed herein, and that it has not done so.

We have been requested by escrow holder to seek legal counsel of our own choosing at our own expense, if we have any doubt concerning any aspect of this transaction.

We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

These escrow closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendments and/or supplements to these instructions must be made in writing.

We further understand that TitleOne Corporation assumes no liability as to any law, ordinance or governmental regulations including, but not limited to, building, zoning and division of land ordinances and assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Protection Act (Public Law 90-321), or similar laws.

THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO SAME.

David A. Fetzer

Elizabeth Fetzer

Robert L. LaVelle

Mary Beth LaVelle

Forwarding address (buyer)

Forwarding address (seller)

Acknowledged by:
TitleOne Corporation

Scott Darling



TitleOne
a title & escrow co.

Order Number: 14241731

WARRANTY DEED

For Value Received,

Robert L. LaVelle and Mary Beth LaVelle, husband and wife, the Grantor, does hereby grant, bargain sell and convey unto, David A. Fetzer and Elizabeth Fetzer, husband and wife, whose current address is 3210 S. Kokomo Dr., Nampa, ID 83686, the Grantee, the following described premises, in Canyon County, Idaho, To Wit:

A parcel of land being a portion of the South half of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 33, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County, Idaho, as shown on Record of Survey filed for record in the office of the County Recorder, Caldwell, Idaho under Instrument No. 2013-053145 and more particularly described as follows:

Commencing at a brass cap marking the Southeast corner of said Section 33; thence along the South boundary of said Section 33, which is also the centerline of West Greenhurst Road North 89°04'10" West 754.85 feet to a PK nail and washer, said point marking the Point of Beginning; thence continuing North 89°04'10" West, 396.89 feet to a PK nail and washer; thence leaving said South boundary North 00°49'00" East, 296.13 feet to an iron pin; thence at right angles South 89°11'00" East 2.50 feet to an iron pin; thence at right angles North 00°49'00" East, 32.72 feet to an iron pin on the North boundary of said South half of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 33; thence along said North boundary South 89°04'09" East, 388.09 feet to an iron pin; thence leaving said North boundary along a line 565.00 feet East of and parallel with the West boundary of said South half of the Southwest quarter of the Southeast quarter Southeast quarter of Section 33 South 00°16'55" East, 328.92 feet to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated:

1

Quitclaim Deed

For value received,

Robert L. LaVelle, also known as Robert Leo LaVelle Jr., a married man

Does hereby convey, release, remise, and forever quit claim unto

Robert L. LaVelle and Mary Beth LaVelle, husband and wife

whose current address is 7325 S. Eagle Road, Meridian, ID 83642

the following described premises:

See attached legal description


To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Date: 12 2 /2013



Robert L. LaVelle

State of Idaho, County of Ada, ss.

On this 2 day of December in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. LaVelle known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

 Notary Public
Residing at: Boise Id
My Commission Expires: 12-28-16
(seal)

SUZETTE MORRIS
NOTARY PUBLIC
STATE OF IDAHO

2013-055433
RECORDED
12/10/2013 04:38 PM

00082994201300554330020025
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 RECORD1 \$13.00
DEED
ROBERT LAVELLE

A

Robert L. LaVelle
Robert L. LaVelle
Mary Beth LaVelle
Mary Beth LaVelle

State of Idaho, County of Adk, ss.

On this 24th day of October in the year of 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. LaVelle and Mary Beth LaVelle, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Scott Darling
Notary Public
My Commission Expires: RESIDING: BOISE, ID
COMMISSION EXPIRES: 11-26-14
(seal)





1101 W. River Street, Suite 201
Boise, ID 83702
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Fx. (208) 287-0951
www.titleonecorp.com

Wire Instructions

Bank Name: U.S. Bank
Bank Address: 101 S. Capitol Blvd Boise, ID 83702
Account Number: 15339505/521
ABA Number: 123103729
For The Account of: TitleOne Corporation
For The Benefit Of: David A. Fetzer and Elizabeth Fetzer
Re: Escrow No. 14241731

RECEIPT (TRC-1440465-12-10-2017)

BILLING CONTACT
DAVID FETZER
S 3210 Kokomo Dr
Nampa, ID 83686



REFERENCE NUMBER	FEE NAME	TRANSACTION TYPE	PAYMENT METHOD	AMOUNT PAID
ZMA-00093-2017	Zoning Map Amendment Fee (More than 1 Acre)	Fee Payment	Check #2083	\$811.00
			SUB TOTAL	\$811.00
			TOTAL	\$811.00