

APPLICATION FOR A DEVELOPMENT AGREEMENT - MODIFICATION
PLANNING AND ZONING DEPARTMENT

411 3RD STREET S., NAMPA, IDAHO 83651 P: (208) 468-4487 F: (208) 465-2261

Nonrefundable Fee: \$452.00 (1 acre or less) Nonrefundable Fee: \$910.00 (more than 1 acre)



9/12/17 PZ Robert

Applicant/Representative Name Nampa North LLC - c/o KM Engineering, LLP			Home Number 208.639.6939
Street Address 9233 West State Street			Mobile Number
City Boise	State ID	Zip code 83714	Email kqrabo@kmenqllp.com
Property Owner Name Nampa North LLC			Home Number
Street Address 1950 South Channel Way			Mobile Number
City Eagle	State ID	Zip Code 83616	Email

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

ADDRESS OF SUBJECT PROPERTY: 0 Cherry Lane - Parcel Nos. R3038701000 & R30387010A0

Please provide the following REQUIRED DOCUMENTATION to complete the Development Agreement Modification:


- Completed Application
- A copy of one of the following:
 - Warranty Deed Proof of Option Earnest Money Agreement
- Original Legal description of property AND a legible WORD formatted document. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description

➤ State (or attach a letter stating) the details of the requested development agreement modification for the subject property:

See attached letter

Dated this 11 day of August, 20 17


Applicant Signature

This application will be referred to the Nampa Planning Commission for a recommendation on the development agreement. The Planning Commission shall hold a public hearing 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. Notice shall also be posted on the premises of the subject property not less than 1 week prior to the hearings. Notices will also 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: DAMO-014 - 2017 PROJECT NAME DEV. AGREEMENT - MOD. LOST RIVER SUBDIVISION



August 14, 2017
Project No.: 15-145

Mr. Robert Hobbs
Planning & Zoning Department
City of Nampa
411 3rd Street South
Nampa, ID 83651

**RE: Lost River Subdivision – Nampa, ID
Rezone, Preliminary Plat, and Development Agreement Modification Applications**

Dear Mr. Hobbs:

On behalf of Nampa North LLC, we are pleased to submit the attached applications and required supplements for a rezone, preliminary plat, and development agreement modification for the project referenced above.

History & Site Information

The subject property is approximately 43 acres of agricultural ground identified as parcel numbers R3038701000 and R30387010A0. It is located approximately one quarter mile east of Can Ada Road on the north side of Cherry Lane and is bounded on the north by agricultural ground, on the east by Fellowship Baptist Church, on the south by Cherry Lane and two outparcels, and on the west by the Phyllis Canal.

In 2006, the site was annexed into the City with the RS 8.5 zone as a part of a larger project, which never came to fruition. Since then, portions of the underlying ground have been sold to various parties, with Nampa North acquiring the two subject parcels. At the time of the annexation, a development agreement was recorded against the property, which is still in effect. The subject property still carries the RS 8.5 zoning designation as well as a Comprehensive Plan designation of Community Mixed Use.

Rezone

More than 10 years have passed since the site was originally zoned for single-family residential use, and the new developers feel that the area's growth since that time warrants a more varied use of this property. With the site's close proximity to CWI's Nampa campus, the addition of commercial and multi-family components will provide expanded housing opportunities and services. In light of this, we are requesting to rezone approximately 10.3 acres of the site to the GB2 zone to allow for light commercial/office uses (i.e. daycare, coffee shop, professional offices) as well as 4-plex units, which are primarily designated along the Cherry Lane frontage as shown on the attached preliminary plat. The remaining 33.1 acres of the site will retain the current RS8.5 zoning to accommodate single-family residences. The requested zoning is commensurate with the Community Mixed Use Comprehensive Plan designation and should provide compatibility with the surrounding area as growth and development continue.

The current parcel configuration is such that the rezone will create split zoning across each parcel. As the rezone moves through the approval process, we will record a property boundary adjustment between the two existing parcels to reflect the GB2 zone on one parcel and the RS 8.5 zone on the other, which will remedy the split zoning issue.

Preliminary Plat

The attached preliminary plat proposes 6 commercial lots, 16 multi-family (4-plex) lots, 121 buildable single-family residential lots, and 7 common lots for a total of 150 lots. In the RS 8.5 area, the layout reflects a gross density of 3.7 units per acre and a net density of 4.7 units per acre, both of which are below the allowed density of 5.12 in the RS 8.5 zone. The multi-family portion of the project proposes one 4-plex unit per lot for a total of 64 units and a net density of 17.3 units per acre. The project also includes 2.1 acres of common area, which will be a combination of landscape buffers and storm drainage facilities. These common lots will be owned and maintained by the Lost River Subdivision HOA.

The area designated for single-family use will allow homes to be set back from Cherry Lane, while the orientation of the commercial and multi-family uses allows for visibility and ease of access. As you can see on the attached plat, we are requesting two access points to Cherry Lane not only for efficient ingress/egress for the community, but also to provide adequate access for emergency services. Stub streets have been provided to the north and the east for future connectivity, and a traffic study has been completed and submitted to the City for review.

Development Agreement (DA) Modification

Due to the age of the existing DA and the new vision for this portion of the original project, many of the conditions of approval don't apply. Further, Nampa North doesn't own the entirety of the ground encompassed by the original DA. Instead of attempting to modify each condition of approval to fit the new project without nullifying the conditions still applicable to the remaining properties, we are requesting to start fresh with a new DA to include conditions applicable to this project only. We will be happy to work with staff as this project progresses to determine the best way to handle the new DA.

Conclusion

With the proposals discussed herein, we feel that the new Lost River project complements the City's vision for growth not only by placing commercial and multi-family uses along major roadways, but also by providing additional housing opportunities for this growing area. We look forward to working with staff to accomplish this great addition to the City of Nampa.

Should you have questions or require further information in order to process these applications, please feel free to contact me.

Sincerely,
KM Engineering, LLP



Kirsti Grabo
Development Coordinator

cc: Nampa North LLC

200600606

ORDINANCE NO. 3522

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING APPROXIMATELY 113.80 ACRES OF REAL PROPERTY LOCATED AT 17388 CAN-ADA ROAD INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ZONING THE SAME RA-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 approximately 113.80 acres located at 17388 Can-Ada 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, shall be zoned RA-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 5th DAY OF December, 2005.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 5th DAY OF December, 2005.

REQUEST NAMPA CITY OF
TYPE ORIGINAL FEE ✓

Approved:

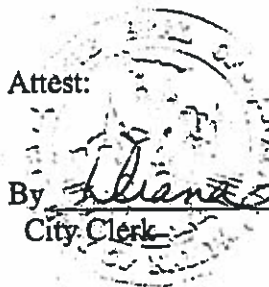
By Tom Dale
Mayor

NOEL HALFS
RECORDER
5 PM 10 02
RECORDED

200600606

Attest:

By Liana Lambing
City Clerk



State of Idaho)

Canyon County)

On this 5th day of December, 2005, 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

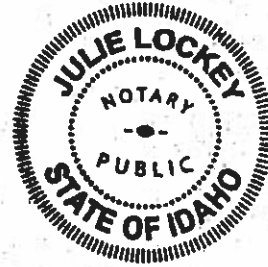


EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL I, II, III, AND IV

Parcel I

The Southeast Quarter of the Southwest Quarter, and that portion of Lot 7 lying East of the Phyllis Canal, all in Section 6, Township 3 North, of Range 1 West, of the Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM:

A tract of land situated in Government Lot 7 of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

COMMENCING at a brass cap marking the Southwest corner of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho; thence

North 89° 51' 00" East 770.25 feet along the section line common to Sections 6 and 7 of Township 3 North, Range 1 West, Boise Meridian, to a point, said point being the **REAL POINT OF BEGINNING**; thence along the approximate centerline of the Phyllis Canal, the following courses and distances:

North 17° 40' 10" West 99.20 feet to a point; thence along a curve to the right having a radius of 188.93 feet, a central angle of 37° 58' 12", an arc of 125.20 feet and a long chord which bears North 01° 18' 56" East 122.93 feet to a point; thence North 20° 18' 02" East 101.24 feet to a point; thence leaving the approximate centerline of the Phyllis Canal South 75° 40' 38" East 35.77 feet to a 1/2-inch diameter iron pin, said pin being a point on the Easterly bank of the Phyllis Canal; thence South 75° 40' 38" East 302.52 feet to a 1/2-inch diameter iron pin; thence South 02° 48' 11" East 228.05 feet to a point on the section line common to Sections 6 and 7 of Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho; thence along said section line South 89° 51' 00" West 346.77 feet to the **POINT OF BEGINNING**.

PARCEL II

A tract of land in Lot 6 and the Northeast Quarter of the Southwest Quarter Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Quarter corner, a brass cap, being the West Quarter corner of Section 6, also known as the Northwest corner of Lot 6, Section 6, Township 3 North, Range 1 West; thence South along the West boundary line of Section 6, also the center line of Can-Ada Road, a distance 346.5 feet to the **TRUE POINT OF BEGINNING**; thence East a distance 396 feet;

thence South a distance of 148.5 feet; thence East a distance of 2,145.0 feet to the East boundary line of the Northeast Quarter of the Southwest Quarter, also an existing drain; thence South along the East boundary line of the Northeast Quarter of the Southwest Quarter a distance of 825.0 feet to the South boundary line of the Northeast Quarter of the Southwest Quarter, also the center line of an existing drain; thence West along the South boundary line a distance of 1,797.8 feet to the center line of Ten Mile Creek; thence North 44° 11' West along the center line of Ten Mile Creek a distance of 800.53 feet to a point; thence North 53° 20' West along the center line of Ten Mile Creek a distance of 113.0 feet to a point; thence North 79° 40' West along the center line of Ten Mile Creek a distance of 85 feet to a point on the center line of Can-Ada Road and the center of the bridge across Ten Mile Creek; thence North along the center line of Can-Ada Road a distance of 318.5 feet more or less to the POINT OF BEGINNING.

EXCEPT a 25 foot Right-of-Way along the Westerly side thereof for Can-Ada Road.

EXCEPTING THEREFROM:

A parcel of land being a portion of the Northeast Quarter of the Southwest Quarter of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

BEGINNING at a brass cap marking the Northwest corner of the Southwest Quarter of Section 6, Township 3 North, Range 1 West, Boise Meridian; thence South 00°40' 20" West 1321.91 feet along the Westerly boundary of the said Southwest Quarter, which is also the center line of Can-Ada Road to a brass cap, said point being the Southwest corner of the North One-Half of the Southwest Quarter; thence South 89°24' 25" East 1634.84 feet along the Southerly boundary of the said North One-Half of the Southwest Quarter to an iron pin, also said point being the REAL POINT OF BEGINNING; thence North 00°20' 50" East 379.04 feet to an iron pin; thence South 89°05' 51" East 331.85 feet to an iron pin; thence South 01°41' 54" West 377.32 feet to an iron pin on the Southerly boundary of the said North One-Half of the Southwest Quarter; thence North 89°24' 25" West 322.94 feet along the said Southerly boundary to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

A parcel of land being a portion of Government Lot 6 of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho and more particularly described as follows:

BEGINNING at a brass cap marking the Northwest corner of Government Lot 6, said point also being Northwest corner of the Southwest Quarter of Section 6, Township 3 North, Range 1 West, Boise Meridian; thence South 00° 40' 20" West 346.50 feet along the Westerly boundary of Government Lot 6, which is also the center line of Can-Ada Road to a point, also said point being the REAL POINT OF BEGINNING; thence continuing South 00°40' 20" West 62.65 feet along the said Westerly boundary to a point; thence South 89°19' 40" East 396.00 feet along a line perpendicular to the said Westerly boundary to a point; thence North 00°40' 20" East 62.65 feet parallel with the said Westerly boundary to a point; thence North 89°19' 40" West 396.00 feet along a line perpendicular to the said Westerly boundary to the POINT OF BEGINNING.
PARCEL III

A parcel of land being a portion of Government Lot 6 of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho and more particularly described as follows:

BEGINNING at a brass cap marking the Northwest corner of Government Lot 6, said point also being Northwest corner of the Southwest Quarter of Section 6, Township 3 North, Range 1 West, Boise Meridian; thence South $00^{\circ}40' 20''$ West 409.15 feet along the Westerly boundary of Government Lot 6, which is also the center line of Can-Ada Road to a point; thence South $89^{\circ}19' 40''$ East 396.00 feet along a line perpendicular to the said Westerly boundary to a point, also said point being the REAL POINT OF BEGINNING; thence continuing South $89^{\circ}19' 40''$ East 272.49 feet along a line perpendicular to the said Westerly boundary to a point on the center line of the Phyllis Canal; thence South $20^{\circ}21' 36''$ East 91.98 feet along said centerline of Phyllis Canal to a point; thence leaving said center line North $89^{\circ} 19' 40''$ West 305.50 feet along a line perpendicular to the said Westerly boundary to a point; thence North $00^{\circ} 40' 20''$ East 85.85 feet parallel with the Westerly boundary to the POINT OF BEGINNING.

PARCEL IV

COMMENCING at the Northwest corner of Lot 6, Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and running thence East on the line between the Northwest Quarter and the Southwest Quarter of said Section 6, 501.0 feet to a point on the approximate centerline of Phyllis Canal, said point being the REAL POINT OF BEGINNING; thence East on said Quarter section line 2,040 feet, more or less, to the center of said Section 6; thence South 495 feet along the East line of the North Half of the Southwest Quarter of said Section 6; thence West 1,840 feet, more or less, to the approximate centerline of Phyllis Canal; thence North $20^{\circ}21' 36''$ East (also shown of record as North $22^{\circ} 00' 00''$ West) 533.9 feet along said approximate centerline to the REAL POINT OF BEGINNING.

17969

5889

5465

ANNEXATION AND ZONING TO RS 8.5
 FOR 113.80 ACRES AT 17388 CAN-ADA RD.
 A PORTION OF THE SW ¼ OF SECTION 6, T3N, R1W, BM
 FOR QUALIFICATION AND PARTICIPATION
 IN THE PROPOSED LID TO EXTEND SEWER SERVICES
 TO THE BIRCH AND PURDAM DRAINAGE AREAS
 FOR FARWEST LLC AND BETTE SCHUBERT.
 PROJECT: 13-0588

17672

17649

17572

17532

17447

17466

17403

17309

17322

17274

CAN-ADA RD

17187

17136

5490

5414

5356

5334

5328

5308

E CHERRY LN

17034

6228



16938

16940

5887

16938

16896

5747

GB2

16808

16852

18760

5503

1095

5485

15691

16960

16942

16920

16890

16862

16857

16820

16823

16801

16610

16620

1895

5442

ROSE BRIAR LN

5467

5427

5419

16787

98151

16790

DR

16761

16757

1 inch equals 600 feet



October 27, 2005

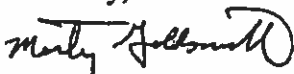
Planning and Zoning Division
Norman Holm – Planning Director
411 3rd St. South
Nampa, ID 83651

Re: **Lost River Subdivision**

Dear Mr. Holm and Associates:

We would like to formally request that our project be put back on the Council Agenda for Annexation and Rezoning. Please find the enclosed Development Agreement with attached Property Description (Exhibit "A") and Conceptual Plan (Exhibit "B").

Sincerely,



Marty Goldsmith
Farwest LLC.

Re: Item # 22 under Unfinished Business

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**"), is made and entered into this 5th day of December, 2005 (the "**Effective Date**"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "**City**," and Farwest L.L.C. an Idaho limited liability company, hereinafter referred to as "**Owner/Developer**."

RECITALS

- A. Owner/Developer is the owner of approximately 113.8 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 April 20, 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.

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 file. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this agreement or the annexation pursuant thereto.

9. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, Owner/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

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

11. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner/Developer and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, 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 of remedies of Owner/Developer or apply to any subsequent breach of any such or other covenants and conditions.

b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner/Developer shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting party's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be

necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner/Developer for the portion of the Property still owned by Owner/Developer.

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

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

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

CITY OF NAMPA



Tom Dale

Tom Dale, Mayor

Diana Lambing

Attest: Diana Lambing, City Clerk

OWNER/DEVELOPER

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

By *Marty Goldsmith*

Marty Goldsmith, member

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL I, II, III, AND IV

Parcel I

The Southeast Quarter of the Southwest Quarter, and that portion of Lot 7 lying East of the Phyllis Canal, all in Section 6, Township 3 North, of Range 1 West, of the Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM:

A tract of land situated in Government Lot 7 of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

COMMENCING at a brass cap marking the Southwest corner of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho; thence

North 89° 51' 00" East 770.25 feet along the section line common to Sections 6 and 7 of Township 3 North, Range 1 West, Boise Meridian, to a point, said point being the **REAL POINT OF BEGINNING**; thence along the approximate centerline of the Phyllis Canal, the following courses and distances:

North 17° 40' 10" West 99.20 feet to a point; thence along a curve to the right having a radius of 188.93 feet, a central angle of 37° 58' 12", an arc of 125.20 feet and a long chord which bears North 01° 18' 56" East 122.93 feet to a point; thence North 20° 18' 02" East 101.24 feet to a point; thence leaving the approximate centerline of the Phyllis Canal South 75° 40' 38" East 35.77 feet to a 1/2-inch diameter iron pin, said pin being a point on the Easterly bank of the Phyllis Canal; thence South 75° 40' 38" East 302.52 feet to a 1/2-inch diameter iron pin; thence South 02° 48' 11" East 228.05 feet to a point on the section line common to Sections 6 and 7 of Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho; thence along said section line South 89° 51' 00" West 346.77 feet to the **POINT OF BEGINNING**.

PARCEL II

A tract of land in Lot 6 and the Northeast Quarter of the Southwest Quarter Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Quarter corner, a brass cap, being the West Quarter corner of Section 6, also known as the Northwest corner of Lot 6, Section 6, Township 3 North, Range 1 West; thence South along the West boundary line of Section 6, also the center line of Can-Ada Road, a distance 346.5 feet to the **TRUE POINT OF BEGINNING**; thence East a distance 396 feet;

thence South a distance of 148.5 feet; thence East a distance of 2,145.0 feet to the East boundary line of the Northeast Quarter of the Southwest Quarter, also an existing drain; thence South along the East boundary line of the Northeast Quarter of the Southwest Quarter a distance of 825.0 feet to the South boundary line of the Northeast Quarter of the Southwest Quarter, also the center line of an existing drain; thence West along the South boundary line a distance of 1,797.8 feet to the center line of Ten Mile Creek; thence North 44° 11' West along the center line of Ten Mile Creek a distance of 800.53 feet to a point; thence North 53° 20' West along the center line of Ten Mile Creek a distance of 113.0 feet to a point; thence North 79° 40' West along the center line of Ten Mile Creek a distance of 85 feet to a point on the center line of Can-Ada Road and the center of the bridge across Ten Mile Creek; thence North along the center line of Can-Ada Road a distance of 318.5 feet more or less to the POINT OF BEGINNING.

EXCEPT a 25 foot Right-of-Way along the Westerly side thereof for Can-Ada Road.

EXCEPTING THEREFROM:

A parcel of land being a portion of the Northeast Quarter of the Southwest Quarter of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

BEGINNING at a brass cap marking the Northwest corner of the Southwest Quarter of Section 6, Township 3 North, Range 1 West, Boise Meridian; thence South 00°40' 20" West 1321.91 feet along the Westerly boundary of the said Southwest Quarter, which is also the center line of Can-Ada Road to a brass cap, said point being the Southwest corner of the North One-Half of the Southwest Quarter; thence South 89°24' 25" East 1634.84 feet along the Southerly boundary of the said North One-Half of the Southwest Quarter to an iron pin, also said point being the REAL POINT OF BEGINNING; thence North 00°20' 50" East 379.04 feet to an iron pin; thence South 89°05' 51" East 331.85 feet to an iron pin; thence South 01°41' 54" West 377.32 feet to an iron pin on the Southerly boundary of the said North One-Half of the Southwest Quarter; thence North 89°24' 25" West 322.94 feet along the said Southerly boundary to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

A parcel of land being a portion of Government Lot 6 of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho and more particularly described as follows:

BEGINNING at a brass cap marking the Northwest corner of Government Lot 6, said point also being Northwest corner of the Southwest Quarter of Section 6, Township 3 North, Range 1 West, Boise Meridian; thence South 00° 40' 20" West 346.50 feet along the Westerly boundary of Government Lot 6, which is also the center line of Can-Ada Road to a point, also said point being the REAL POINT OF BEGINNING; thence continuing South 00°40' 20" West 62.65 feet along the said Westerly boundary to a point; thence South 89°19' 40" East 396.00 feet along a line perpendicular to the said Westerly boundary to a point; thence North 00°40' 20" East 62.65 feet parallel with the said Westerly boundary to a point; thence North 89°19' 40" West 396.00 feet along a line perpendicular to the said Westerly boundary to the POINT OF BEGINNING.

PARCEL III

A parcel of land being a portion of Government Lot 6 of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho and more particularly described as follows:

BEGINNING at a brass cap marking the Northwest corner of Government Lot 6, said point also being Northwest corner of the Southwest Quarter of Section 6, Township 3 North, Range 1 West, Boise Meridian; thence South $00^{\circ}40' 20''$ West 409.15 feet along the Westerly boundary of Government Lot 6, which is also the center line of Can-Ada Road to a point; thence South $89^{\circ}19' 40''$ East 396.00 feet along a line perpendicular to the said Westerly boundary to a point, also said point being the REAL POINT OF BEGINNING; thence continuing South $89^{\circ}19' 40''$ East 272.49 feet along a line perpendicular to the said Westerly boundary to a point on the center line of the Phyllis Canal; thence South $20^{\circ}21' 36''$ East 91.98 feet along said centerline of Phyllis Canal to a point; thence leaving said center line North $89^{\circ} 19' 40''$ West 305.50 feet along a line perpendicular to the said Westerly boundary to a point; thence North $00^{\circ} 40' 20''$ East 85.85 feet parallel with the Westerly boundary to the POINT OF BEGINNING.

PARCEL IV

COMMENCING at the Northwest corner of Lot 6, Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and running thence East on the line between the Northwest Quarter and the Southwest Quarter of said Section 6, 501.0 feet to a point on the approximate centerline of Phyllis Canal, said point being the REAL POINT OF BEGINNING; thence East on said Quarter section line 2,040 feet, more or less, to the center of said Section 6; thence South 495 feet along the East line of the North Half of the Southwest Quarter of said Section 6; thence West 1,840 feet, more or less, to the approximate centerline of Phyllis Canal; thence North $20^{\circ} 21' 36''$ East (also shown of record as North $22^{\circ} 00' 00''$ West) 533.9 feet along said approximate centerline to the REAL POINT OF BEGINNING.

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. In addition the required 12,000 sq. ft. lots to be situated along the subdivision boundary shall have a minimum floor area or minimum dwelling size of one thousand eight hundred (1,800) 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.



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

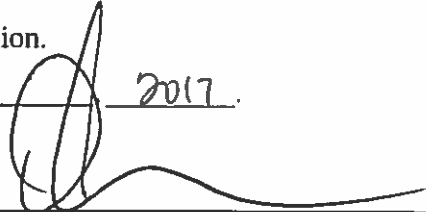
STATE OF IDAHO)

:SS

COUNTY OF CANYON)

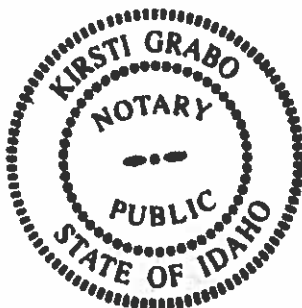
- A. I, Don Newell - Nampa North LLC, whose address is 1950 S. Channel Way - Eagle, ID, being first duly sworn upon oath, depose and say that I am the owner of record of the property described on the attached application.
- B. I grant my permission to KM Engineering, LLP, whose address is 9233 W. State St. - Boise, ID, 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 7 day of August, 2017.



 Signature

SUBSCRIBED AND SWORN to before me the 7 day of August, 2017





 Notary Public for Idaho
 Residing at: Star, ID
 Commission Expires: 7.20.18



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

Title 30, Chapters 21 and 25, Idaho Code

Filing fee: \$100 typed, \$120 not typed

Complete and submit the application in duplicate.

FILED EFFECTIVE
2017 FEB 24 PM 1:53

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Nampa North LLC

(Remember to include the words "Limited Liability Company," "Limited Company," or the abbreviations "LLC," "LCO," or "CO")

2. The complete street and mailing addresses of the principal office is:

1950 S. Channel Way, Eagle, ID 83616

(Street Address)

(Mailing Address, if different)

3. The name of the registered agent and the street address of the registered agent:

Don Newell

1950 S. Channel Way, Eagle, ID 83616

(Name)

(Address cannot be a post office box or post office box.)

4. The name and address of at least one governor of the limited liability company:

Don Newell

1950 S. Channel Way, Eagle, ID 83616

(Name)

(Address)

Matt Drown

2150 W. Pacific Ridge St., Eagle, ID 83616

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

5. Mailing address for future correspondence (annual report notices):

1950 S. Channel Way, Eagle, ID 83616

(Address)

Signature of organizer(s).

Signature: 

Printed Name: Matt Drown

Signature: _____

Printed Name: _____

Secretary of State use only

IDAHO SECRETARY OF STATE

02/24/2017 05:00

CK:12960496 CT:172099 BH:1570595

1@ 100.00 = 100.00 ORGAN LLC #2

W178992

THIS INSTRUMENT FILED FOR RECORD
BY: FIDELITY NATIONAL TITLE AS AN
ACCOMMODATION ONLY. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION
OR AS TO ITS AFFECT UPON THE TITLE.

2017-009136
RECORDED
03/13/2017 03:28 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=4 SDUPUS \$19.00
TYPE: DEED
FIDELITY NATIONAL TITLE - BOISE
ELECTRONICALLY RECORDED

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED,

Stukenholtz Family Investments Limited Partnership, an Idaho limited partnership

the grantor, does hereby grant, bargain, sell and convey unto

Nampa North LLC, an Idaho limited liability company

whose address is 1950 S. Channel Way, Eagle, ID 83616, the Grantee(s), the following described premises, in Canyon County, Idaho, TO WIT:

See Exhibit "A" Attached hereto

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that no encumbrances were initiated during the ownership of the undersigned nor is the undersigned aware of any such.

And that they will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Effective this 5 day of March, 2017.

STUKENHOLTZ FAMILY INVESTMENTS LIMITED PARTNERSHIP, an Idaho limited partnership

BY: Joyce Stukenholtz
Joyce Stukenholtz, General Partner

STATE OF Idaho, COUNTY OF Ada -ss.

On this 5th day of March, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Joyce Stukenholtz, known or identified to me to be the person whose name is subscribed to the within instrument, as the General Partner of Stukenholtz Family Investments Limited Partnership, a Limited Partnership and acknowledged to me that she executed the same as such General Partner.

Signature: Kelly Newton
Name: KELLY NEWTON
Residing at: ADA COUNTY
My Commission Expires: 3/4/19
(SEAL)

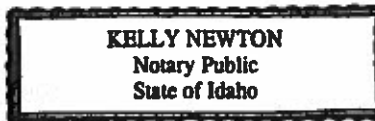


EXHIBIT "A"

PROPERTY DESCRIPTION

Parcel I:

A parcel of land being a portion of Government Lot 7 and a portion of the Southeast Quarter of the Southwest Quarter of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho; thence
South 89°21'30" East 1,116.91 feet along the South line of Government Lot 7 of said Section 6 to the REAL POINT OF BEGINNING of this subdivision; thence
North 02°00'41" West 228.03 feet to a point; thence
North 74°53'08" West 312.04 feet to a point on the Easterly bank of the Phyllis Canal; thence meandering along the Easterly bank of the Phyllis Canal as follows:
North 21°44'44" East 206.81 feet to a point; thence
North 24°30'49" East 96.73 feet to a point; thence
North 20°12'24" East 104.89 feet to a point; thence leaving the Easterly bank of the Phyllis Canal
South 89°21'30" East 1,574.54 feet to a point on the East line of the Southwest Quarter of said Section 6; thence
South 00°53'56" West 686.01 feet along said East line to the Southeast corner of said Southwest Quarter (South Quarter corner); thence
North 89°21'30" West 1,407.50 feet along the South line of said Southwest Quarter to the REAL POINT OF BEGINNING of this subdivision.

EXCEPTING THEREFROM: Any portion lying within the public Right of Way of Cherry Lane as described in Deed to the city of Nampa recorded February 28, 2007 as instrument number 2007014655.

Parcel II:

A parcel of land being a portion of Government Lot 7 and a portion of the Southeast Quarter of the Southwest Quarter of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho; thence
South 89°21'30" East 1,116.91 feet along the South line of Government Lot 7 of said Section 6; thence
North 02°00'41" West 228.03 feet to a point; thence
North 74°53'08" West 312.04 feet to a point on the Easterly bank of the Phyllis Canal; thence meandering along the Easterly bank of the Phyllis Canal as follows:
North 21°44'44" East 206.81 feet to a point; thence
North 24°30'49" East 96.73 feet to a point; thence
North 20°12'24" East 104.89 feet to the REAL POINT OF BEGINNING of this subdivision; thence continuing along the Easterly bank of the Phyllis Canal as follows:
North 20°12'24" East 6.05 feet to a point; thence

EXHIBIT "A"

PROPERTY DESCRIPTION

(Continued)

North 10°06'34" East 108.79 feet to a point; thence
North 01°33'04" East 51.74 feet to a point; thence
North 03°42'26" West 349.88 feet to a point; thence
South 87°23'04" West 10.02 feet to a point; thence
North 02°36'56" West 54.64 feet to a point on the Southerly easement line of the Ten Mile Creek; thence leaving
the Easterly bank of said Phyllis Canal
South 89°16'18" East 1,595.98 feet along said Southerly easement line to a point on the East line of the
Southwest Quarter of said Section 6; thence
South 00°53'56" West 565.19 feet along said East line to the Northeast corner of proposed Lost River
Subdivision No. 1; thence
North 89°21'30" West 1,574.54 feet along the Northerly boundary of said proposed subdivision to the REAL
POINT OF BEGINNING of this subdivision.

(End of Exhibit "A")

Exhibit "A"
Property Description



August 13, 2017
Project No. 15-145
Legal Description
Rezone

EXHIBIT A

A parcel of land being a portion of the South 1/2 of the Southwest 1/4 of Section 6, Township 3 North, Range 1 West, Boise Meridian, City of Nampa, Canyon County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap monument marking the Southwest corner of said Section 6, which bears S00°39'47"W a distance of 2,644.05 feet from a found 5/8-inch rebar marking the West 1/4 corner of said Section 6, thence following the southerly line of the Southwest 1/4 of said Section 6, S89°21'35"E a distance of 1,116.91 feet to a found 5/8-inch rebar and being the **POINT OF BEGINNING**.

Thence leaving said southerly line, N02°00'46"W a distance of 228.03 feet to a found 5/8-inch rebar;

Thence N74°53'13"W a distance of 282.75 feet;

Thence N21°53'43"E a distance of 336.34 feet;

Thence 48.79 feet along the arc of a circular curve to the left, said curve having a radius of 675.00 feet, a delta angle of 04°08'28", a chord bearing of N19°49'28"E and a chord distance of 48.78 feet;

Thence S73°56'38"E a distance of 140.65 feet;

Thence 119.09 feet along the arc of a circular curve to the left, said curve having a radius of 180.85 feet, a delta angle of 37°43'44", a chord bearing of S06°32'54"E and a chord distance of 116.95 feet;

Thence S24°53'39"E a distance of 195.18 feet;

Thence 56.26 feet along the arc of a circular curve to the left, said curve having a radius of 50.00 feet, a delta angle of 64°27'56", a chord bearing of S57°07'37"E and a chord distance of 53.34 feet;

Thence S89°21'35"E a distance of 1,275.86 feet to the easterly line of the Southwest 1/4 of said Section 6;

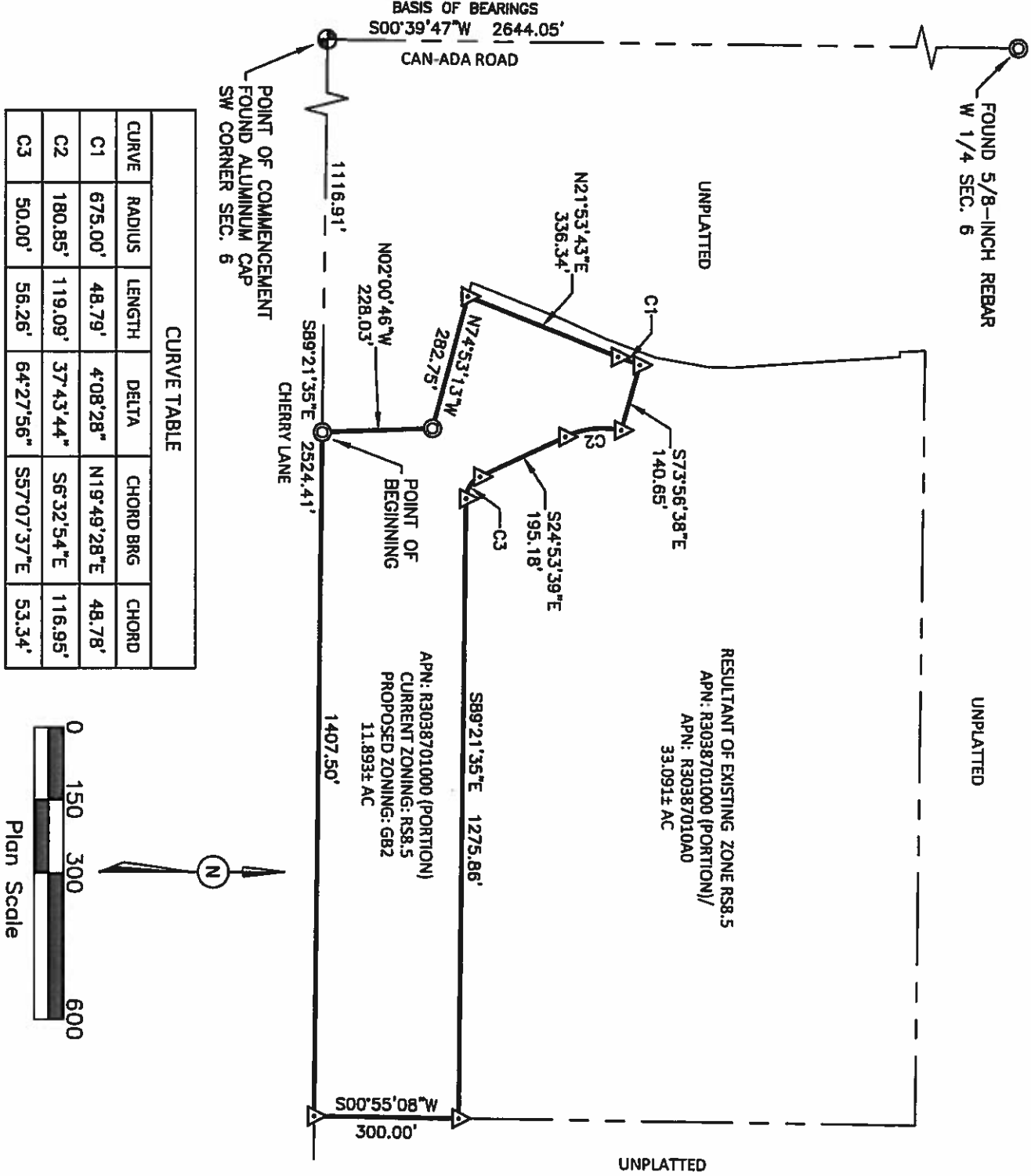
Thence following said easterly line, S00°55'08"W a distance of 300.00 feet to the southerly line of said Southwest 1/4;

Thence leaving said easterly line and following said southerly line, N89°21'35"W a distance of 1,407.50 feet to the **POINT OF BEGINNING**.

Said description contains 11.893 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.





POINT OF COMMENCEMENT
FOUND ALUMINUM CAP
SW CORNER SEC. 6

BASIS OF BEARINGS
S00°39'47"W 2644.05'

CAN-ADA ROAD

FOUND 5/8-INCH REBAR
W 1/4 SEC. 6

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	675.00'	48.79'	4°08'28"	N19°49'28"E	48.78'
C2	180.85'	119.09'	37°43'44"	S6°32'54"E	116.95'
C3	50.00'	56.26'	64°27'56"	S57°07'37"E	53.34'

POINT OF BEGINNING

RESULTANT OF EXISTING ZONE RS8.5
APN: R3038701000 (PORTION)/
APN: R30387010A0
33.091± AC



CHERRY LANE

APN: R3038701000 (PORTION)
CURRENT ZONING: RS8.5
PROPOSED ZONING: GB2
11.893± AC

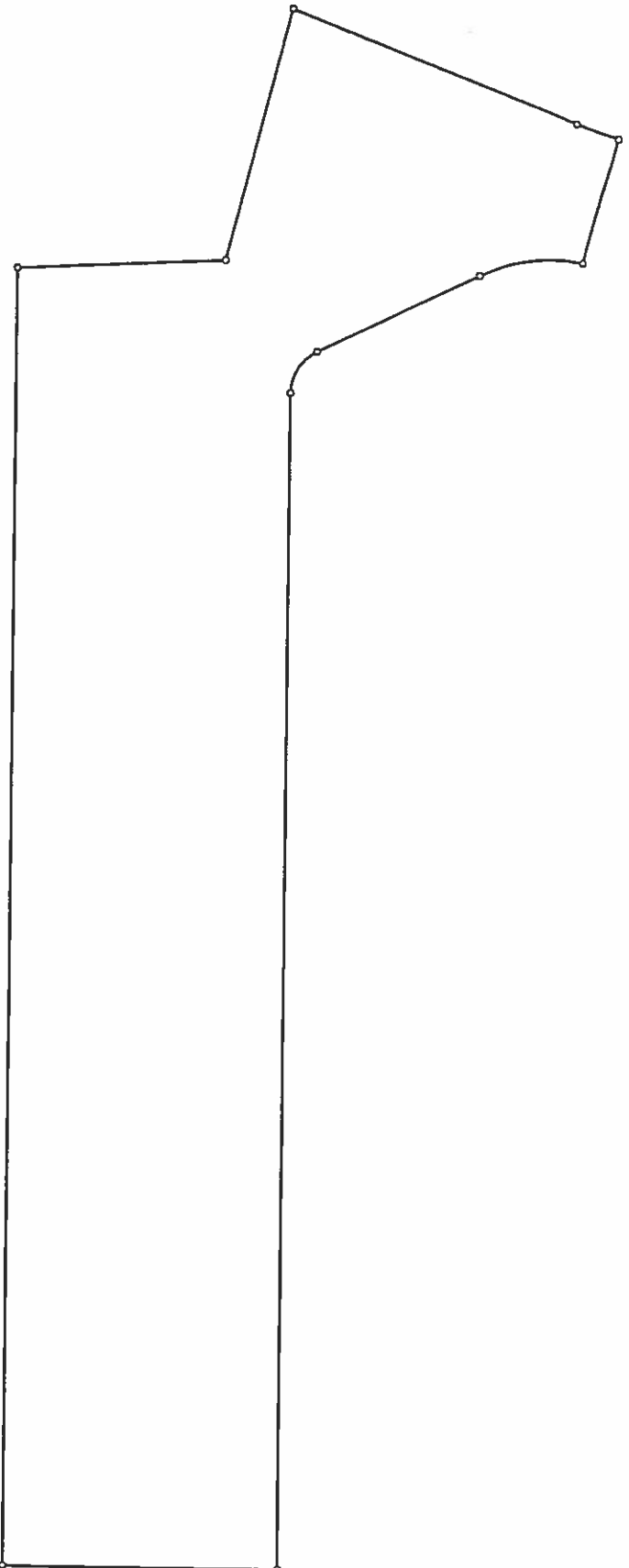
UNPLATTED

EXHIBIT B REZONE

A portion of the S 1/2 of the SW 1/4 of Section 6,
Township 3 North, Range 1 West, B.M., City of Nampa, Canyon County, ID

DATE: 8/13/2017
PROJECT: 15-145
SHEET: 1 OF 1

KM ENGINEERING
ENGINEERS, SURVEYORS, PLANNERS
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930



Title:		Date: 08-11-2017
Scale: 1 inch = 185 feet		File:
Tract 1: 11.893 Acres: 518051 Sq Feet: Closure = s03.1758w 0.00 Feet: Precision > 1/9999999: Perimeter = 4390 Feet		
001=n02.0046w 228.03	005=s73.5638e 140.65	009=s89.2135e 1275.86
002=n74.5313w 282.75	006=Lt, R=180.03, Del=37.4344	010=s00.5508w 300.00
003=n21.5343e 336.34	Brg=s06.5254e, Cnt=116.53	011=n189.2135w 1407.50
004=Lt, R=s675.00, Del=s41.0028	007=s24.5339e 195.18	
Brg=n19.4972e, Cnt=48.78	008=Lt, R=s90.00, Del=s64.2756	
	Brg=s17.0737e, Cnt=53.34	



August 14, 2017
Project No. 15-145

**Legal Description for proposed
Lost River Subdivision**

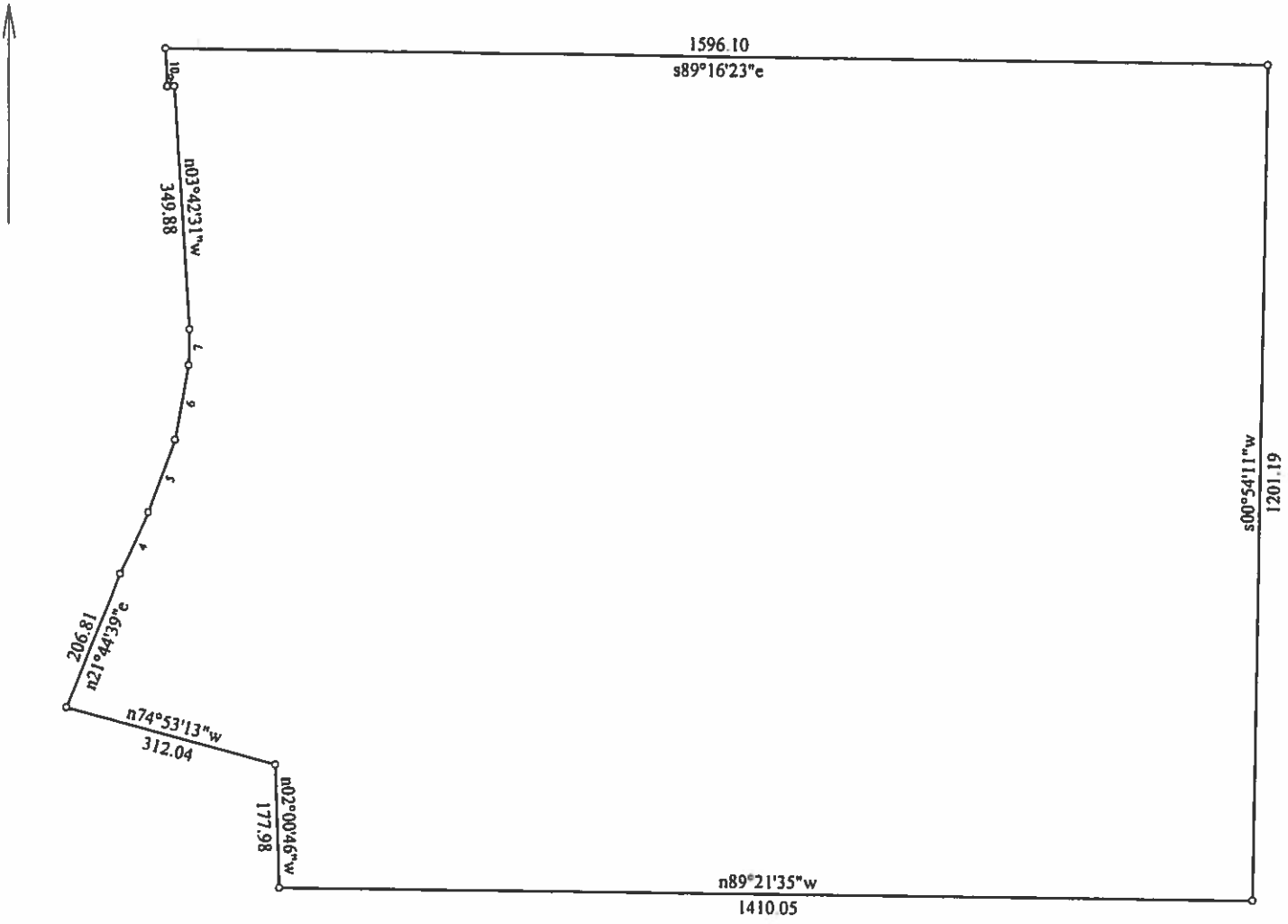
A parcel of land being a portion of the South 1/2 of the Southwest 1/4 of Section 6, Township 3 North, Range 1 West, Boise Meridian, City of Nampa, Canyon County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap monument marking the Southwest corner of said Section 6, which bears $S00^{\circ}39'47''W$ a distance of 2,644.05 feet from a found 5/8-inch rebar marking the West 1/4 corner of said Section 6, thence following the southerly line of the Southwest 1/4 of said Section 6, $S89^{\circ}21'35''E$ a distance of 1,116.91 feet to a found 5/8-inch rebar; Thence leaving said southerly line, $N02^{\circ}00'46''W$ a distance of 50.05 feet to a point on the northerly right-of-way line of Cherry Lane and being the **POINT OF BEGINNING**.

Thence $N02^{\circ}00'46''W$ a distance of 177.98 feet to a found 5/8-inch rebar;
Thence $N74^{\circ}53'13''W$ a distance of 312.04 feet to a found 5/8-inch rebar;
Thence $N21^{\circ}44'39''E$ a distance of 206.81 feet;
Thence $N24^{\circ}30'44''E$ a distance of 96.73 feet to a found 5/8-inch rebar;
Thence $N20^{\circ}12'19''E$ a distance of 110.94 feet to a found 5/8-inch rebar;
Thence $N10^{\circ}06'29''E$ a distance of 108.79 feet to a found 5/8-inch rebar;
Thence $N01^{\circ}32'59''E$ a distance of 51.74 feet to a found 5/8-inch rebar;
Thence $N03^{\circ}42'31''W$ a distance of 349.88 feet to a found 5/8-inch rebar;
Thence $S87^{\circ}22'59''W$ a distance of 10.02 feet;
Thence $N02^{\circ}37'01''W$ a distance of 54.64 feet;
Thence $S89^{\circ}16'23''E$ a distance of 1,596.10 feet to the easterly line of the Southwest 1/4 of said Section 6;
Thence following said easterly line, $S00^{\circ}54'11''W$ a distance of 1,201.19 feet to a point on the northerly right-of-way line of said Cherry Lane;
Thence leaving said easterly line and following said northerly right-of-way line, $N89^{\circ}21'35''W$ a distance of 1,410.05 feet to the **POINT OF BEGINNING**.

Said description contains 43.367 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.





Title:		Date: 08-14-2017
Scale: 1 inch = 250 feet	File:	
Tract 1: 43.367 Acres: 1889072 Sq Feet: Closure = s07.1714w 0.01 Feet: Precision = 1/723262: Perimeter = 5687 Feet		
001=n02.0046w 177.98	006=n10.0629e 108.79	011=s89.1623e 1596.10
002=n74.5313w 312.04	007=n01.3259e 51.74	012=s00.5411w 1201.19
003=n21.4439e 206.81	008=n03.4231w 349.88	013=n89.2135w 1410.05
004=n24.3044e 96.73	009=s87.2259w 10.02	
005=n20.1219e 110.94	010=n02.3701w 54.64	

RECEIPT (TRC-1422410-15-08-2017)

BILLING CONTACT

Nampa North LLC
S 1950 Channel Way
Eagle, ID 83616



REFERENCE NUMBER	FEE NAME	TRANSACTION TYPE	PAYMENT METHOD	AMOUNT PAID
DAMO-00014-2017	Development Agreement - Mod (More than 1 Acre)	Fee Payment	Check #1007	\$910.00
SUB TOTAL				\$910.00
TOTAL				\$910.00