

SPP-00022-2017

A. GENERAL INFORMATION

Subdivision Name Pheasant Meadows
 Total Acres 29.81 acres
 Intended Land Uses Circle (residential, single-family, multi-family, commercial, industrial)
 Property Address(es) 60 S. Grays Lane and 77 S. Happy Valley Rd
 Legal Description see attached
 Canyon County Parcel Account Number(s) R31792011A0, R3179201100, R2470500000
 Existing Zoning. (Circle one) RA (R) RSM RD RML RMH RP BN CB BC BF IP IL IH AG
 (County Zoning) ?
West half is RS-7, east half is unzoned County

B. OWNER/ APPLICANT INFORMATION

Owner of Record	West Half	East Half
Name	Second Chance Equity Partners	Rocky Mtn. Christian Alliance
Address	19277 Cindy Drive	2545 St. Johns Ave
City	Caldwell	Billings
State	ID 83607	MT 59102
Telephone	(661) 425-6834	
Email	charles.yi@scepartners.com	
Fax		
Applicant / Planner	Planner	
Name	Matt Schultz, Schultz Development	
Address	PO Box 1115	
City	Meridian	
State	ID 83680	
Telephone	(208) 880-1695	
Email	schultzdevelopment@yahoo.com	
Fax		
Engineer/Surveyor/Planner	Engineer	Surveyor
Name	Matt Derr, PE	Greg Carter PLS
Address	6661 N. Glenwood St	1450 E Watertower St
City	Garden City	Meridian
State	ID	ID
Telephone	(208) 376-5153	(208) 846-8570
Email	mderr@breckanid.com	gcarter@idahosurvey.com
Fax	(208) 376-6528	(208) 884-5399

C. SUBDIVISION INFORMATION

Lot Types	Number of Lots	Acres
Residential	101	29.81 ac
Dwelling units per acre (gross /net)	3.38 DU/Ac	4.41 DU/Ac
Commercial	-	-
Industrial	-	-
Common (Landscape, Utility, Other)	10	-
Open Space	-	-
Total	111	29.81 ac

DEADLINES FOR SUBMITTALS

The completed application and plat documents must be submitted to the Planning Department not later than _____. The Planning Commission meets on _____; applications are due approximately ___ weeks prior to that date.

All supplemental information to be added to the application file must be received by the Planning Department no later than 15 days prior to the public hearing date.

*****Please do not submit a subdivision application until all items are completed. Incomplete applications will not be accepted or reviewed.*****

I understand:

1. This application is subject to acceptance by the City of Nampa upon determination that the application is complete.
2. The hearing date is tentative and subject to change with notice.
3. This application is subject to a public hearing before the Nampa Planning and Zoning Commission.
4. The application fee is non-refundable.

All information, statements, attachments, and exhibits included with this application submittal are true to the best of my knowledge.

Signature  Date 12/20/17

For City Office Use Only

FEE \$: _____ CASH: _____ CHECK: _____ RECEIPT NO.: _____

DATE RECEIVED: _____ RECEIVED BY: _____ HEARING DATE: _____

December 21, 2017

City of Nampa
Norm Holm, Planning and Zoning Department
411 3rd St S.
Nampa, ID 83651

**RE: Pheasant Meadows Subdivision
Annexation/Rezone, Preliminary Plat, Right-of-Way Vacation,
and Development Agreement Applications**

Dear Mr. Holm:

On behalf of Second Chance Equity Partners LLC and Schultz Development, LLC, please accept these applications for Annexation, Rezone, Preliminary Plat, Right-of-Way Vacation, and a Development Agreement for the Pheasant Meadows Subdivision located at 60 S Grays Lane and 77 S Happy Valley Road. The property consists of 29.8 total acres with the west 13.8 acres previously annexed into the City of Nampa and the adjacent east 16 acres in unincorporated Canyon County to be annexed with this application.

Site History and Annexation

The west 13.8 acres of the property was previously annexed into the City of Nampa in August 2008 and zoned RS-7 with a Preliminary Plat and Development Agreement (#2008059426) for 45 lots averaging 8,700 SF. Due to the economic downturn, no construction was accomplished, the preliminary plat has expired, and the property was purchased by Second Chance Equity Partners in October 2017, with the RS-7 zoning and development agreement currently in place on the property. The eastern 16 acres currently owned by the Rocky Mountain District of the Christian Missionary Alliance is under contract to be purchased by Second Chance Equity Partners LLC in 2018 and is currently a farm field.

Surrounding Uses and Zoning

The 29.8 acre site is located between Grays Lane and Happy Valley Road, south of Victory Road and abutting the north side of the Columbia High School property. Park Ridge Meadows (RS-6) and Columbia High School (RS-22) are to the south. Happy Valley Estates (RS-12) is to the southeast. Undeveloped County parcels are to the north with homes on acreage.

Proposed Zoning and Preliminary Plat

We are requesting RS-7 zoning on the eastern portion of the property to be consistent with the existing RS-7 zoning on the western portion. The RS-7 zoning is in conformance with the Comprehensive Plan designation of Low Density Residential. The submitted preliminary plat has 101 building lots and 10 common lots on 29.81 acres for a gross density of 3.38 dwelling units per acre. Excluding the proposed 31,387 SF lot for the existing home (to remain), the lot

sizes range from 7,200 SF to 13,739 SF with an average size of 8,643 SF and weighted average size of 8,371 SF. The site has 2.36 acres of open space (7.9%) including a 1.4 acre park to be maintained by the HOA.

Development Agreement

We are proposing to replace the existing 13.8 acre Development Agreement from 2008 with a new Development Agreement for the entire 29.8 acres maintaining the same terms and any additional terms deemed necessary by the City Council. The previous terms included 1,400 SF minimum home sizes, 8,000 SF minimum lots on the south boundary, and architectural standards to be maintained. We are in agreement with those conditions for the entire site with the addition of 10,000 SF lot minimums adjacent to the RS-12 Happy Valley Estates Subdivision, as shown on the preliminary plat.

Phasing Plan

We are requesting two phases of approximately 50 lots each, subject to any temporary access and/or utility extensions required by the City Engineer and/or Fire Department across the future Phase 2 as required to provide adequate fire protection access and fire flows for Phase 1.

Right-of-Way Vacation

The eastern portion of the site has existing unimproved 40-foot-wide ROW from the early 1900's that is proposed to be preserved and expanded to 50-foot-wide in the Wagon Road alignment except for the far west end. In addition, between our property and the Happy Valley Estates property, we are proposing to vacate that north-south stretch with ½ to our property and ½ to the Happy Valley Estates property. The application, exhibit and legal descriptions for these vacations are attached. The submitted preliminary plat and annexation legal descriptions include ½ of the existing north/south ROW between our property and the Happy Valley Estates property.

Sewer and Water Service

The Pheasant Meadows Subdivision will be serviced by an existing 8-inch sewer main in Grays Lane that can serve across the entire site from west to east with adequate depth and capacity. In addition, the 15-foot-deep existing sewer line depth in Grays Lane allows the new main to be constructed with adequate slope to the dry main in Wagon Road installed by Happy Valley Estates subdivision, which currently utilizes septic systems for each lot that could be switched over to standard City sewer service.

Water service will be provided by connecting to the existing 8" mains in Wagon Road and Grays Lane to provide a looped system within the subdivision with adequate capacity and pressure for potable and fire flows.

Pressure Irrigation

Pressure irrigation will be provided by the City of Nampa with mains available in Grays Lane and Wagon Road.

Gravity Irrigation

Existing user-ditch field delivery laterals for properties to the north will be piped along the south side of the site and north through the development in 12-inch pipes with manholes on either side of road crossings to maintain historic delivery locations and flow amounts. No NMID laterals with large easements exist through this property.

Roadways and Storm Drainage

The site is immediately accessible to Grays Lane with a proposed 60-foot-wide entry road tapering to 50-foot-wide roads throughout the site with a 34-foot-wide curb to curb and 5-foot-wide sidewalks on both sides with parking allowed on both sides of the road. Due to property boundary constraints, the site entrance is offset to the south from the existing Whispering Heights Road across the street on Grays Lane. The 2008 Development Agreement allowed this offset and our Traffic Impact Study documents that while it is not ideal, the low volumes of traffic in the other approaches allows this intersection to function adequately.

Storm drainage will be mitigated by retention ponds and/or underground seepage beds in accordance with Nampa design criteria as designed during the final plat and development plan process. Conceptual stormwater design calculations are included with this application and conceptual retention pond/seepage bed locations are shown on the preliminary plat in some of the common lots.

Parks, Pathways, and Fencing

The site has been designed with short blocks and interconnecting pathways to provide excellent pedestrian connectivity throughout the site, while discouraging cut-through vehicular traffic. In addition, a pedestrian pathway connection has been provided to Columbia High School to the south.

The 1.4 acre park will include an interconnecting pathway, playground, benches, and landscaped open play area. Pathways will be 6-feet-wide within landscaped common lots at least 15 feet wide.

Fencing is proposed to be 6-foot-tall tan vinyl on the entire site perimeter as well as on all common lot boundaries.

Architecture

The Pheasant Meadows Subdivision lot sizes have been designed to allow ample width for 3-car garages with lot widths varying from 65 feet to 80 feet in width. The homes will be single- and two-story ranging in size from 1,400 SF to 2,500 SF with quality elevations similar to those included with the application and as dictated in the existing and proposed development agreement.

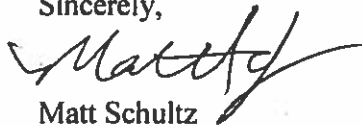
Variances

The site design for the Pheasant Meadows Subdivision exceeds the minimum requirements of the RS-7 zoning ordinance and no variances are requested with this application.

Summary

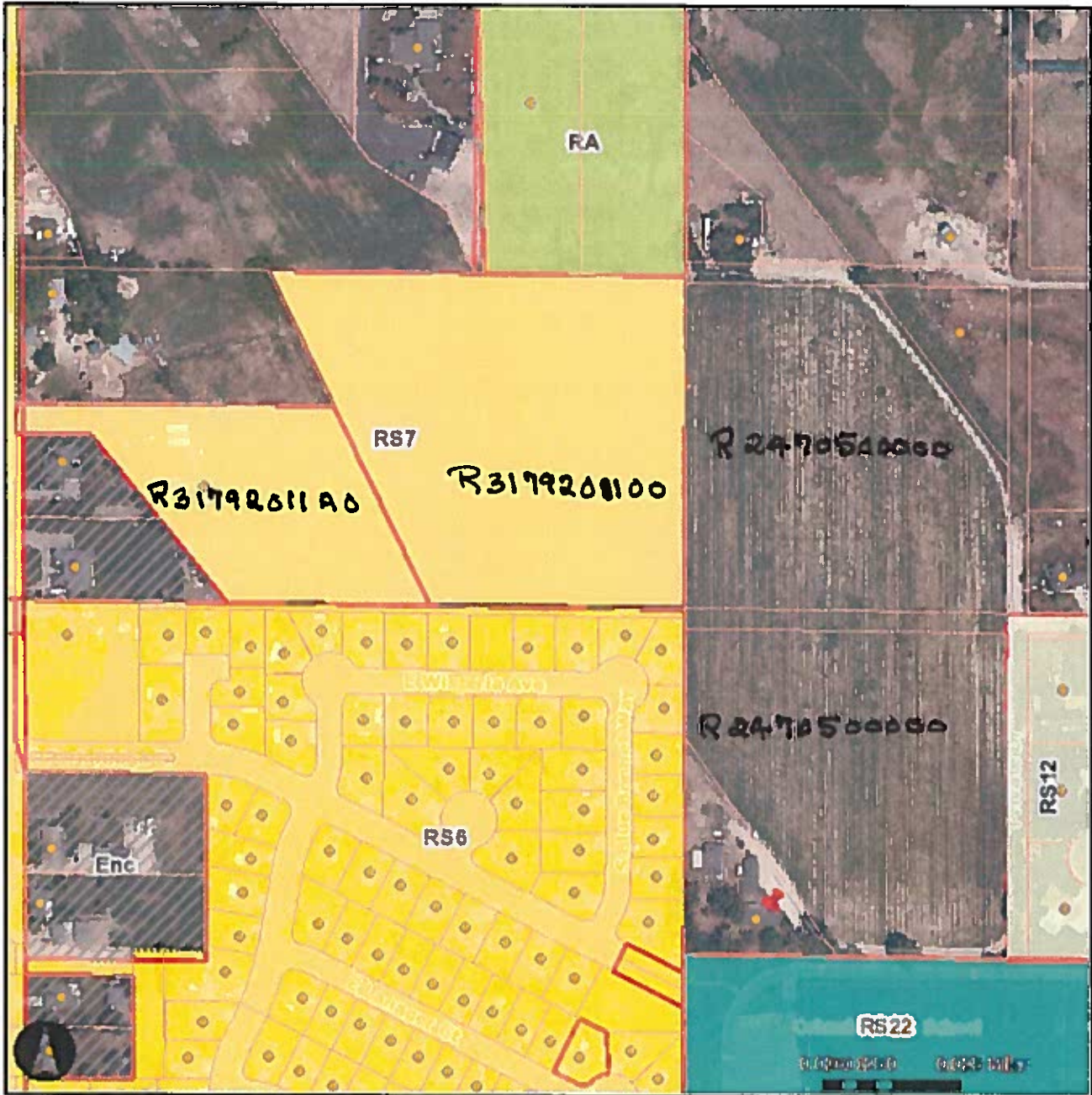
The proposed annexation, rezone, and preliminary plat applications for the Pheasant Meadows Subdivision carefully considered all aspects of the Nampa Zoning Ordinance, the Nampa Comprehensive Plan, site location, surrounding neighborhoods, and the housing market in Nampa to develop a high-quality residential development that exceeds the minimum development standards and provides excellent design characteristics. We respectfully request your approval of these applications.

Sincerely,



Matt Schultz
Schultz Development LLC

Map



Address Candidates



Address Points

- Active
- Hold
- Proposed
- Retired
- Other

County Parcels



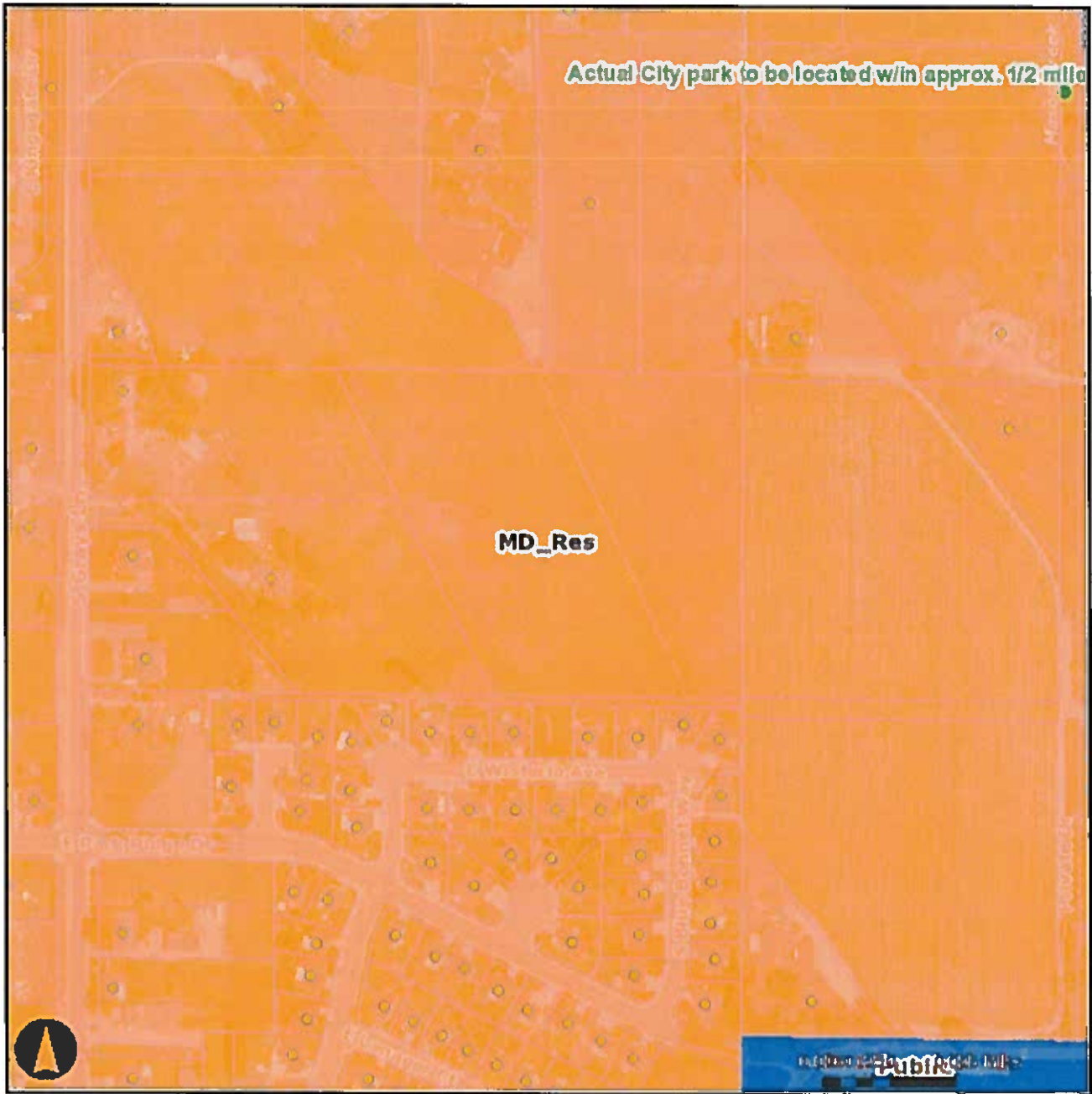
Centerline_<8k

- Road
- Trail
- Railroad
- Waterway
- Golf Course
- Fairway
- Green
- Sand Trap

Landuse <8k

- Imagery 2015
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3

Map



Address Points

- Active
- Hold
- Proposed
- Retired
- Other

County Parcels



Proposed Parks & Open Space



Proposed Land Use (continued)

- HD_Res
- Residential Mixed Use
- Community Mixed Use
- Neighborhood Commercial
- Highway Commercial
- General Commercial
- Business Park
- Downtown
- Employment Center
- Light Industrial

Railroad



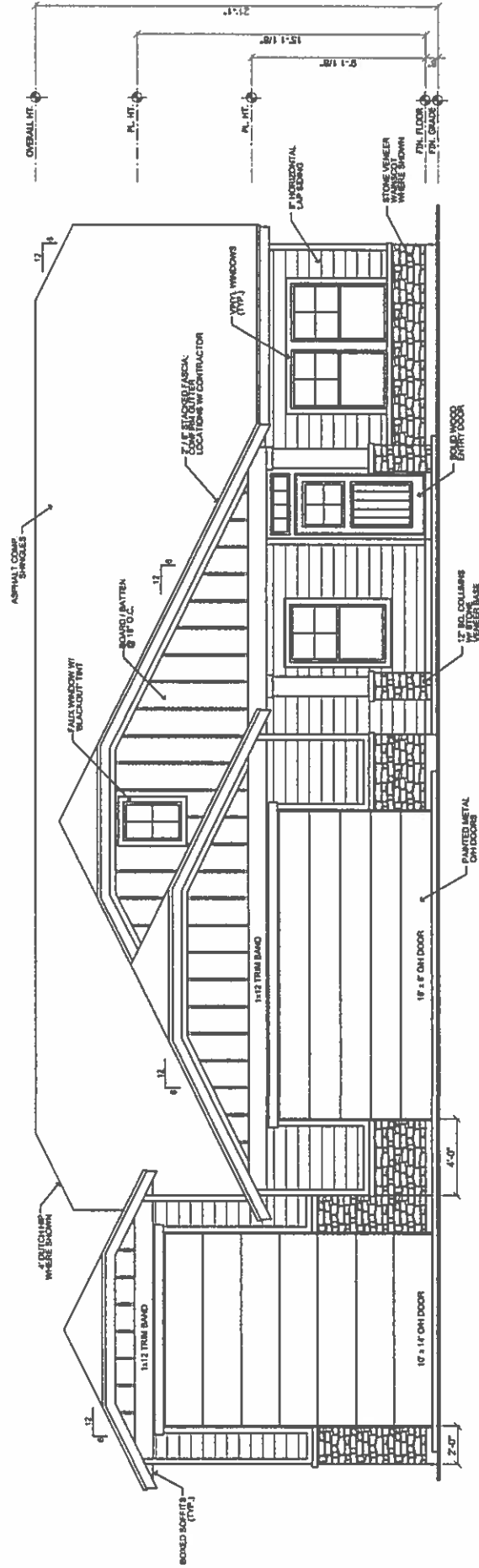
Waterway



Golf Course



Landuse <8k



3 ELEVATION 'C'
SINGLE LEVEL W/ RV GARAGE



100 10th Avenue South
Nampa, ID 83651

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

File No. 630802 BA/HH

2017-046120
RECORDED
10/23/2017 03:54 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=5 EHOWELL \$15.00
TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

2017-047801
RECORDED
11/01/2017 12:45 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=12 EHOWELL \$15.00
TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

WARRANTY DEED

****Re-record to correct legal description**

For Value Received Joe Wearden and Lynn M. Wearden, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Second Chance Equity Partners, L.L.C., an Idaho Limited Liability Company

hereinafter referred to as Grantee, whose current address is 19277 Cindy Drive Caldwell, ID 83607

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: October 11, 2017

Lynn M. Wearden
Lynn M. Wearden

Joe Wearden
Joe Wearden
State of Idaho, County of Canyon

On this ^{23rd}~~11th~~ day of October in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Lynn M. Wearden and Joe Wearden known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Blanca E. Acosta

Residing at: _____
Commission Expires: Blanca E. Acosta
Residing in Nampa, Idaho
My Commission Expires 9/16/2023

BLANCA E. ACOSTA
NOTARY PUBLIC
STATE OF IDAHO



100 10th Avenue South
Nampa, ID 83651

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 630802 BA/HH

**Re-Record to correct legal
description

WARRANTY DEED

For Value Received Joe Wearden and Lynn M. Wearden, husband and wife
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Second Chance Equity Partners, L.L.C., an Idaho Limited Liability Company
hereinafter referred to as Grantee, whose current address is 19277 Cindy Drive Caldwell, ID 83607

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the
said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are
free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those
made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions,
dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies,
and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable,
and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: October 11, 2017

Lynn M Wearden
Lynn M. Wearden

Joe Wearden
Joe Wearden
State of Idaho, County of Canyon

On this ^{23rd} ~~11th~~ day of October in the year of 2017, before me, the undersigned, a Notary Public in and for
said State, personally appeared Lynn M. Wearden and Joe Wearden known or identified to me to be the
person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that
he/she/they executed the same.

Blanca E. Acosta
Residing at:

Commission Expires: Blanca E. Acosta
Residing in Nampa, Idaho
My Commission Expires 9/16/2023

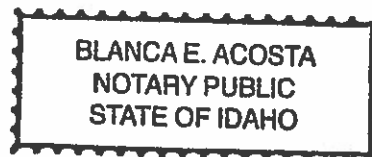


EXHIBIT A

PARCEL 1:

A parcel of land situated in the Northeast Quarter of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the North Quarter corner of said Section 25, a point marked by a Brass Cap; thence along the North South Center of Section line
South 0°13'50" East 1607.96 feet to a point; thence leaving said North South Center of Section line
North 89°52'25" East 20.00 feet to the Point of Beginning; thence continuing
North 89°52'25" East 616.83 feet to a point; thence
South 26°16'28" East 428.91 feet to a point on a South line of the North Half of the Southwest Quarter of the Northeast Quarter of said Section 25; thence along the said South of the North Half of the Southwest Quarter of the Northeast Quarter
North 89°50'17" West 390.87 feet to a point; thence leaving said South line of the North Half of the Southwest Quarter of the Northeast Quarter
North 39°39'29" West 460.34 feet to a point; thence
South 89°52'25" West 121.92 feet to a point on a line 20.00 feet Easterly of the North South Center of Section line of said Section 25; thence along a line 20.00 feet Easterly of and parallel to said center of Section line
North 0°13'50" West 28.00 feet to the Point of Beginning.

AND

A parcel of land being a portion of the SW 1/4 of the NE 1/4 of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Center 1/4 corner of Section 25, T.3N., R.2W., B.M. thence N 00°02'24" E 662.99 feet to the southwest corner of the North 1/2 of the SW 1/4 of the NE 1/4;
Thence S 89°35'04" E 20.00 feet along the south line of said North 1/2 to a point on the easterly right of way of Grays Lane;
Thence N 00°02'24" E 321.02 feet along said easterly right of way to the northwest corner of Parcel 1, Record of Survey #200327577;
Thence S 89°51'42" E 150.81 feet along north line of said Parcel 1 to a point; the Real Point of Beginning of this description;
Thence continuing S 89°51'42" E 2.59 feet to the northeast corner of said Parcel 1;
Thence S 39°23'54" E 209.44 feet to the southeast corner of said Parcel 1;
Thence N 89°39'31" W 2.60 feet along south line of said Parcel 1;
Thence N 39°23'54" W 209.43 feet to the Real Point of Beginning of this description.

AND

A parcel of land being a portion of the SW 1/4 of the NE 1/4 of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Center 1/4 corner of Section 25, T.3N., R.2W., B.M. thence N 00°02'24" E 662.99 feet to the southwest corner of the North 1/2 of the SW 1/4 of the NE 1/4;
Thence S 89°35'04" E 20.00 feet along the south line of said North 1/2 to a point on the easterly right of way of Grays Lane which is the southwest corner of Parcel 2, Record of Survey #200327577;
Thence N 00°02'24" E 160.51 feet along said easterly right of way to the northwest corner of said Parcel 2;
Thence S 89°39'31" E 283.85 feet along north line of said Parcel 2 to a point; the Real Point of Beginning of this description;
Thence continuing S 89°39'31" E 2.60 feet to the northeast corner of said Parcel 2;
Thence S 39°23'54" E 209.44 feet to the southeast corner of said Parcel 2;
Thence N 89°35'04" W 2.60 feet along south line of said Parcel 2 to a point;
Thence N 39°23'54" W 209.43 feet to the Real Point of Beginning of this description.

AND

A parcel of land situated in the South ½ of the NE ¼ of Section 25, T3N, R2W, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at the North ¼ corner of said Section 25, a point marked by a brass cap, thence along the center section line

South 0°13'50" East 1627.96 feet to a point marked by a P-K nail, thence leaving said center section line

North 89°52'25" East 20 feet to a ½" iron pin on the Easterly R/W of Grays Lane, the REAL POINT OF BEGINNING, thence continuing

North 89°52'25" East 120.52 feet to a ½" iron pin, thence

South 89°39'29" East 470.74 feet to a ½" iron pin, thence

North 89°50'17" West 419.50 feet to a ½" iron pin on the Easterly R/W line of Grays Lane, thence along said Easterly R/W line

North 0°13'50" West 360.96 feet to the POINT OF BEGINNING.

EXCEPT:

A parcel of land being a portion of the Southwest quarter of the Northeast quarter of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the center quarter corner of Section 25, Township 3 North, Range 2 West, Boise Meridian; thence North 00°02'24" East, 662.99 feet to the Southwest corner of the North half of the Southwest quarter of the Northeast quarter; thence

South 89°35'04" East, 20.00 feet along the South line of said North half to a point on the Easterly right-of-way of Grays Lane; thence

North 00°02'24" East (of record North 00°13'50" East), 160.51 feet along said Easterly right-of-way to the Southwest Corner of Parcel 1, the Real Point of Beginning of this description; thence

North 00°02'24" East (of record North 00°13'50" East), 160.51 feet along said Easterly right-of-way to a point; thence

South 89°51'42" East, 153.40 feet to a point; thence

South 39°23'54" East (of record South 39°39'29" East), 209.44 feet to a point; thence

North 89°39'31" West, 286.45 feet to the Real Point of Beginning of this description.

Except, a parcel of land being a portion of the Southwest quarter of the Northeast quarter of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the center quarter corner of Section 25, Township 3 North, Range 2 West, Boise Meridian; thence North 00°02'24" East 662.99 feet to the Southwest corner of the North half of the Southwest quarter of the Northeast quarter; thence

South 89°35'04" East 20.00 feet along the South line of said North half to a point on the Easterly right-of-way of Grays Lane; thence

North 00°02'24" East 321.02 feet along said Easterly right-of-way to the Northwest corner of Parcel 1, Record of Survey Instrument No. 200327577; thence

South 89°51'42" East 150.81 feet along the North line of said Parcel 1 to a point, the Real Point of Beginning of this description; thence continuing

South 89°51'42" East 2.59 feet to the Northeast corner of said Parcel 1; thence

South 39°23'54" East 209.44 feet to the Southeast corner of said Parcel 1; thence

North 89°39'31" West 2.60 feet along the South line of said Parcel 1; thence

North 39°23'54" West 209.43 feet to the Real Point of Beginning of this description.

ALSO EXCEPT:

A parcel of land being a portion of the Southwest Quarter of the Northeast Quarter Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Center Quarter corner of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, thence

North 00° 02' 24" East 662.99 feet to the Southwest corner of the North Half of the Southwest Quarter of the Northeast Quarter; thence

South 89° 35' 04" East 20.00 feet along the South line of said North Half to a point on the Easterly right of way of Grays Lane which is the Southwest corner of Parcel 2, the REAL POINT OF BEGINNING of this description; thence
North 00° 02' 24" East 160.51 feet along said Easterly right of way to a point; thence
South 89° 39' 31" East 286.45 feet to a point; thence
South 39° 23' 54" East 209.44 feet to a point on the South line of said North Half; thence
North 89° 35' 04" West 419.50 feet along said South line to the REAL POINT OF BEGINNING of this description.

Excluding 2 ½ feet along East property line - said excluding also more particularly described of record as follows:

A parcel of land being a portion of the SW 1/4 of the NE 1/4 of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Center 1/4 corner of Section 25, T.3N., R.2W., B.M. thence N 00°02'24" E 662.99 feet to the southwest corner of the North 1/2 of the SW 1/4 of the NE 1/4;
Thence S 89°35'04" E 20.00 feet along the south line of said North 1/2 to a point on the easterly right of way of Grays Lane which is the southwest corner of Parcel 2, Record of Survey #200327577;
Thence N 00°02'24" E 160.51 feet along said easterly right of way to the northwest corner of said Parcel 2;
Thence S 89°39'31" E 283.85 feet along north line of said Parcel 2 to a point; the Real Point of Beginning of this description;
Thence continuing S 89°39'31" E 2.60 feet to the northeast corner of said Parcel 2;
Thence S 39°23'54" E 209.44 feet to the southeast corner of said Parcel 2;
Thence N 89°35'04" W 2.60 feet along south line of said Parcel 2 to a point;
Thence N 39°23'54" W 209.43 feet to the Real Point of Beginning of this description.

ALSO EXCEPTING: That portion as conveyed to the City of Nampa, an Idaho municipal corporation for right of way in Deed recorded October 21, 2008 as Instrument No. 2008056369, more particularly described as follows:

A portion of the Southwest Quarter of the Northeast Quarter of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 25 and bearing South 0°18'25" East along the center section line of said Section 25 a distance of 1325.76 feet to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 25; thence
South 0°17'42" East along the center section line of said Section 25 a distance of 282.00 feet to a point; thence
North 89°48'12" East a distance of 20.00 feet to a point on the easterly right of way of Gray's Lane, said point being the POINT OF BEGINNING; thence continuing
North 89°48'12" East a distance of 15.00 feet to a point; thence
South 0°17'42" East a distance of 60.00 feet to a point; thence
South 89°48'12" West a distance of 15.00 feet to a point on the existing easterly right of way of Gray's Lane; thence
North 0°17'42" West along the existing easterly right of way of Gray's Lane a distance of 60.00 feet to the POINT OF BEGINNING.

PARCEL 2:

A parcel of land situated in the South ½ of the Northeast ¼ of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, being a part of Record of Survey Instrument No. 200327577, and more particularly described as follows:

Commencing at the North ¼ corner of said Section 25, a point marked by a Brass Cap; thence along the center section line
South 0°13'50" East 1607.96 feet to a point marked by a P-K nail; thence leaving said center section line
North 89°52'25" East 20.00 feet to a point marked by a ½" Iron Pin, said point being the Easterly Right-of-Way of Grays Lane, said point being the POINT OF BEGINNING; thence continuing
North 89°52'25" East 616.83 feet to a point marked by a ½" Iron Pin; thence
North 26°16'28" West 289.64 feet to a point marked by a ½" Iron Pin; thence
South 89°53'31" East 810.55 feet to a point marked by a ½" Iron Pin, said point being on the East line of North ½, Southwest ¼, Northeast ¼ of said Section 25; thence along said line

South 0°14'36" East 644.18 feet to a point marked by a ½" Iron Pin, said point being the Southeast corner of the North ½, Southwest ¼, Northeast ¼ of said Section 25; thence along the South line of said North ½, Southwest ¼, Northeast ¼
North 89°50'17" West 880.88 feet to a point marked by a ½" Iron Pin; thence leaving said line
North 39°39'29" West 470.74 feet to a point marked by a ½" Iron Pin; thence
South 89°52'25" West 120.52 feet to a point marked by a ½" Iron Pin, said point being on the Easterly Right-of-Way of Grays Lane; thence along said Right-of-Way
North 0°13'50" West 20.00 feet to the POINT OF BEGINNING.

EXCEPT:

A parcel of land situated in the Northeast Quarter of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the North Quarter corner of said Section 25, a point marked by a Brass Cap; thence along the North South Center of Section line
South 0°13'50" East 1607.96 feet to a point; thence leaving said North South Center of Section line
North 89°52'25" East 20.00 feet to the Point of Beginning; thence continuing
North 89°52'25" East 616.83 feet to a point; thence
South 26°16'28" East 428.91 feet to a point on a South line of the North Half of the Southwest Quarter of the Northeast Quarter of said Section 25; thence along the said South of the North Half of the Southwest Quarter of the Northeast Quarter
North 89°50'17" West 390.87 feet to a point; thence leaving said South line of the North Half of the Southwest Quarter of the Northeast Quarter
North 39°39'29" West 460.34 feet to a point; thence
South 89°52'25" West 121.92 feet to a point on a line 20.00 feet Easterly of the North South Center of Section line of said Section 25; thence along a line 20.00 feet Easterly of and parallel to said center of Section line
North 0°13'50" West 28.00 feet to the Point of Beginning.

ALSO EXCEPT: That portion as conveyed to the City of Nampa, an Idaho municipal corporation for right of way in Deed recorded October 21, 2008 as Instrument No. 2008056369, more particularly described as follows:

A portion of the Southwest Quarter of the Northeast Quarter of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 25 and bearing South 0°18'25" East along the center section line of said Section 25 a distance of 1325.76 feet to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 25; thence
South 0°17'42" East along the center section line of said Section 25 a distance of 282.00 feet to a point; thence
North 89°48'12" East a distance of 20.00 feet to a point on the easterly right of way of Gray's Lane, said point being the POINT OF BEGINNING; thence continuing
North 89°48'12" East a distance of 15.00 feet to a point; thence
South 0°17'42" East a distance of 60.00 feet to a point; thence
South 89°48'12" West a distance of 15.00 feet to a point on the existing easterly right of way of Gray's Lane; thence
North 0°17'42" West along the existing easterly right of way of Gray's Lane a distance of 60.00 feet to the POINT OF BEGINNING.

EXHIBIT A

PARCEL 1:

A parcel of land situated in the Northeast Quarter of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the North Quarter corner of said Section 25, a point marked by a Brass Cap; thence along the North South Center of Section line
South $0^{\circ}13'50''$ East 1607.96 feet to a point; thence leaving said North South Center of Section line
North $89^{\circ}52'25''$ East 20.00 feet to the Point of Beginning; thence continuing
North $89^{\circ}52'25''$ East 616.83 feet to a point; thence
South $26^{\circ}16'28''$ East 428.91 feet to a point on a South line of the North Half of the Southwest Quarter of the Northeast Quarter of said Section 25; thence along the said South of the North Half of the Southwest Quarter of the Northeast Quarter
North $89^{\circ}50'17''$ West 390.87 feet to a point; thence leaving said South line of the North Half of the Southwest Quarter of the Northeast Quarter
North $39^{\circ}39'29''$ West 460.34 feet to a point; thence
South $89^{\circ}52'25''$ West 121.92 feet to a point on a line 20.00 feet Easterly of the North South Center of Section line of said Section 25; thence along a line 20.00 feet Easterly of and parallel to said center of Section line
North $0^{\circ}13'50''$ West 28.00 feet to the Point of Beginning.

AND

A parcel of land being a portion of the SW 1/4 of the NE 1/4 of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Center 1/4 corner of Section 25, T.3N., R.2W., B.M. thence N $00^{\circ}02'24''$ E 662.99 feet to the southwest corner of the North 1/2 of the SW 1/4 of the NE 1/4;
Thence S $89^{\circ}35'04''$ E 20.00 feet along the south line of said North 1/2 to a point on the easterly right of way of Grays Lane;
Thence N $00^{\circ}02'24''$ E 321.02 feet along said easterly right of way to the northwest corner of Parcel 1, Record of Survey #200327577;
Thence S $89^{\circ}51'42''$ E 150.81 feet along north line of said Parcel 1 to a point; the Real Point of Beginning of this description;
Thence continuing S $89^{\circ}51'42''$ E 2.59 feet to the northeast corner of said Parcel 1;
Thence S $39^{\circ}23'54''$ E 209.44 feet to the southeast corner of said Parcel 1;
Thence N $89^{\circ}39'31''$ W 2.60 feet along south line of said Parcel 1;
Thence N $39^{\circ}23'54''$ W 209.43 feet to the Real Point of Beginning of this description.

AND

A parcel of land being a portion of the SW 1/4 of the NE 1/4 of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Center 1/4 corner of Section 25, T.3N., R.2W., B.M. thence N 00°02'24" E 662.99 feet to the southwest corner of the North 1/2 of the SW 1/4 of the NE 1/4;
Thence S 89°35'04" E 20.00 feet along the south line of said North 1/2 to a point on the easterly right of way of Grays Lane which is the southwest corner of Parcel 2, Record of Survey #200327577;
Thence N 00°02'24" E 160.51 feet along said easterly right of way to the northwest corner of said Parcel 2;
Thence S 89°39'31" E 283.85 feet along north line of said Parcel 2 to a point; the Real Point of Beginning of this description;
Thence continuing S 89°39'31" E 2.60 feet to the northeast corner of said Parcel 2;
Thence S 39°23'54" E 209.44 feet to the southeast corner of said Parcel 2;
Thence N 89°35'04" W 2.60 feet along south line of said Parcel 2 to a point;
Thence N 39°23'54" W 209.43 feet to the Real Point of Beginning of this description.

AND

A parcel of land situated in the South 1/2 of the NE 1/4 of Section 25, T3N, R2W, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at the North 1/4 corner of said Section 25, a point marked by a brass cap, thence along the center section line
South 0°13'50" East 1627.96 feet to a point marked by a P-K nail, thence leaving said center section line
North 89°52'25" East 20 feet to a 1/2" iron pin on the Easterly R/W of Grays Lane, the REAL POINT OF BEGINNING, thence continuing
North 89°52'25" East 120.52 feet to a 1/2" iron pin, thence
South 39°39'29" East 470.74 feet to a 1/2" iron pin, thence
North 89°50'17" West 419.50 feet to a 1/2" iron pin on the Easterly R/W line of Grays Lane, thence along said Easterly R/W line
North 0°13'50" West 360.96 feet to the POINT OF BEGINNING.

EXCEPT:

A parcel of land being a portion of the Southwest quarter of the Northeast quarter of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the center quarter corner of Section 25, Township 3 North, Range 2 West, Boise Meridian; thence
North 00°02'24" East, 662.99 feet to the Southwest corner of the North half of the Southwest quarter of the Northeast quarter; thence
South 89°35'04" East, 20.00 feet along the South line of said North half to a point on the Easterly right-of-way of Grays Lane; thence

North 00°02'24" East (of record North 00°13'50" East), 160.51 feet along said Easterly right-of-way to the Southwest Corner of Parcel 1, the Real Point of Beginning of this description; thence
North 00°02'24" East (of record North 00°13'50" East), 160.51 feet along said Easterly right-of-way to a point; thence
South 89°51'42" East, 153.40 feet to a point; thence
South 39°23'54" East (of record South 39°39'29" East), 209.44 feet to a point; thence
North 89°39'31" West, 286.45 feet to the Real Point of Beginning of this description.

Except, a parcel of land being a portion of the Southwest quarter of the Northeast quarter of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the center quarter corner of Section 25, Township 3 North, Range 2 West, Boise Meridian; thence
North 00°02'24" East 662.99 feet to the Southwest corner of the North half of the Southwest quarter of the Northeast quarter; thence
South 89°35'04" East 20.00 feet along the South line of said North half to a point on the Easterly right-of-way of Grays Lane; thence
North 00°02'24" East 321.02 feet along said Easterly right-of-way to the Northwest corner of Parcel 1, Record of Survey Instrument No. 200327577; thence
South 89°51'42" East 150.81 feet along the North line of said Parcel 1 to a point, the Real Point of Beginning of this description; thence continuing
South 89°51'42" East 2.59 feet to the Northeast corner of said Parcel 1; thence
South 39°23'54" East 209.44 feet to the Southeast corner of said Parcel 1; thence
North 89°39'31" West 2.60 feet along the South line of said Parcel 1; thence
North 39°23'54" West 209.43 feet to the Real Point of Beginning of this description.

ALSO EXCEPT:

A parcel of land being a portion of the Southwest Quarter of the Northeast Quarter Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Center Quarter corner of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, thence
North 00° 02' 24" East 662.99 feet to the Southwest corner of the North Half of the Southwest Quarter of the Northeast Quarter; thence
South 89° 35' 04" East 20.00 feet along the South line of said North Half to a point on the Easterly right of way of Grays Lane which is the Southwest corner of Parcel 2, the REAL POINT OF BEGINNING of this description; thence
North 00° 02' 24" East 160.51 feet along said Easterly right of way to a point; thence
South 89° 39' 31" East 286.45 feet to a point; thence
South 39° 23' 54" East 209.44 feet to a point on the South line of said North Half; thence
North 89° 35' 04" West 419.50 feet along said South line to the REAL POINT OF BEGINNING of this description.

Excluding 2 ½ feet along East property line - said excluding also more particularly described of record as follows:

A parcel of land being a portion of the SW 1/4 of the NE 1/4 of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Center 1/4 corner of Section 25, T.3N., R.2W., B.M. thence N 00°02'24" E 662.99 feet to the southwest corner of the North 1/2 of the SW 1/4 of the NE 1/4;
Thence S 89°35'04" E 20.00 feet along the south line of said North 1/2 to a point on the easterly right of way of Grays Lane which is the southwest corner of Parcel 2, Record of Survey #200327577;
Thence N 00°02'24" E 160.51 feet along said easterly right of way to the northwest corner of said Parcel 2;
Thence S 89°39'31" E 283.85 feet along north line of said Parcel 2 to a point; the Real Point of Beginning of this description;
Thence continuing S 89°39'31" E 2.60 feet to the northeast corner of said Parcel 2;
Thence S 39°23'54" E 209.44 feet to the southeast corner of said Parcel 2;
Thence N 89°35'04" W 2.60 feet along south line of said Parcel 2 to a point;
Thence N 39°23'54" W 209.43 feet to the Real Point of Beginning of this description.

ALSO EXCEPTING: That portion as conveyed to the City of Nampa, an Idaho municipal corporation for right of way in Deed recorded October 21, 2008 as Instrument No. 2008056369, more particularly described as follows:

A portion of the Southwest Quarter of the Northeast Quarter of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 25 and bearing South 0°18'25" East along the center section line of said Section 25 a distance of 1325.76 feet to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 25; thence
South 0°17'42" East along the center section line of said Section 25 a distance of 282.00 feet to a point; thence
North 89°48'12" East a distance of 20.00 feet to a point on the easterly right of way of Gray's Lane, said point being the POINT OF BEGINNING; thence continuing
North 89°48'12" East a distance of 15.00 feet to a point; thence
South 0°17'42" East a distance of 60.00 feet to a point; thence
South 89°48'12" West a distance of 15.00 feet to a point on the existing easterly right of way of Gray's Lane; thence
North 0°17'42" West along the existing easterly right of way of Gray's Lane a distance of 60.00 feet to the POINT OF BEGINNING.

PARCEL 2:

A parcel of land situated in the South ½ of the Northeast ¼ of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, being a part of Record of Survey Instrument No. 200327577, and more particularly described as follows:

Commencing at the North ¼ corner of said Section 25, a point marked by a Brass Cap; thence along the center section line
South 0°13'50" East 1607.96 feet to a point marked by a P-K nail; thence leaving said center section line
North 89°52'25" East 20.00 feet to a point marked by a ½" Iron Pin, said point being the Easterly Right-of-Way of Grays Lane, said point being the POINT OF BEGINNING; thence continuing
North 89°52'25" East 616.83 feet to a point marked by a ½" Iron Pin; thence
North 26°16'28" West 289.64 feet to a point marked by a ½" Iron Pin; thence
South 89°53'31" East 810.55 feet to a point marked by a ½" Iron Pin, said point being on the East line of North ½, Southwest ¼, Northeast ¼ of said Section 25; thence along said line
South 0°14'36" East 644.18 feet to a point marked by a ½" Iron Pin, said point being the Southeast corner of the North ½, Southwest ¼, Northeast ¼ of said Section 25; thence along the South line of said North ½, Southwest ¼, Northeast ¼
North 89°50'17" West 880.88 feet to a point marked by a ½" Iron Pin; thence leaving said line
North 39°39'29" West 470.74 feet to a point marked by a ½" Iron Pin; thence
South 89°52'25" West 120.52 feet to a point marked by a ½" Iron Pin, said point being on the Easterly Right-of-Way of Grays Lane; thence along said Right-of-Way
North 0°13'50" West 20.00 feet to the POINT OF BEGINNING.

EXCEPT:

A parcel of land situated in the Northeast Quarter of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the North Quarter corner of said Section 25, a point marked by a Brass Cap; thence along the North South Center of Section line
South 0°13'50" East 1607.96 feet to a point; thence leaving said North South Center of Section line
North 89°52'25" East 20.00 feet to the Point of Beginning; thence continuing
North 89°52'25" East 616.83 feet to a point; thence
South 26°16'28" East 428.91 feet to a point on a South line of the North Half of the Southwest Quarter of the Northeast Quarter of said Section 25; thence along the said South of the North Half of the Southwest Quarter of the Northeast Quarter
North 89°50'17" West 390.87 feet to a point; thence leaving said South line of the North Half of the Southwest Quarter of the Northeast Quarter
North 39°39'29" West 460.34 feet to a point; thence
South 89°52'25" West 121.92 feet to a point on a line 20.00 feet Easterly of the North South Center of Section line of said Section 25; thence along a line 20.00 feet Easterly of and parallel to said center of Section line
North 0°13'50" West 28.00 feet to the Point of Beginning.

ALSO EXCEPT: That portion as conveyed to the City of Nampa, an Idaho municipal corporation for right of way in Deed recorded October 21, 2008 as Instrument No. 2008056369, more particularly described as follows:

A portion of the Southwest Quarter of the Northeast Quarter of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 25 and bearing South $0^{\circ}18'25''$ East along the center section line of said Section 25 a distance of 1325.76 feet to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 25; thence

South $0^{\circ}17'42''$ East along the center section line of said Section 25 a distance of 282.00 feet to a point; thence

North $89^{\circ}48'12''$ East a distance of 20.00 feet to a point on the easterly right of way of Gray's Lane, said point being the POINT OF BEGINNING; thence continuing

North $89^{\circ}48'12''$ East a distance of 15.00 feet to a point; thence

South $0^{\circ}17'42''$ East a distance of 60.00 feet to a point; thence

South $89^{\circ}48'12''$ West a distance of 15.00 feet to a point on the existing easterly right of way of Gray's Lane; thence

North $0^{\circ}17'42''$ West along the existing easterly right of way of Gray's Lane a distance of 60.00 feet to the POINT OF BEGINNING.

4

PC 2006481



5680 East Franklin Road, Suite 150 / Nampa, Idaho
83687 / (208) 465-6655

REQUEST
PIONEER-CALDWELL
FEE 6.00

2006 JUL 17 PM 4:36
C NOTL HALFS
CASH ON HAND RE ORDER
BY [Signature]

200657599

200606481

WARRANTY DEED

For Value Received Theresa A. Lunstrum and William J. Lunstrum, wife and husband
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto
Rocky Mountain District of the Christian Missionary Alliance

hereinafter referred to as Grantee, whose current address is 2545 Saint Johns Avenue, Billings, MT 59102-4652

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his 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 said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: July 12, 2006

[Signature]
Theresa A. Lunstrum

[Signature]
William J. Lunstrum

State of Idaho

County of Canyon

On this 13th day of July, 2006, before me, the undersigned, a Notary Public, in and for said State, personally appeared Theresa A. Lunstrum and William J. Lunstrum known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]
Notary Public Juanita Reyes
Residing at: Caldwell, Idaho
Commission Expires: 05/20/08



EXHIBIT A

Parcel I

A parcel of land situated in the Northeast Quarter of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho and being a part of NAMPA ORCHARD TRACTS 13 and 14, according to the plat filed in Book 2 of Plats, Page 48, records of said County; more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 25; thence along the Mid-Section Line

North 89° 31' 32" West 1022.86 feet to the POINT OF BEGINNING; thence continuing

North 89° 31' 32" West 297.84 feet to the Center East One-Sixteenth Corner; thence leaving said Mid-Section Line and along the One-Sixteenth Line

North 0° 01' 00" East 419.82 feet to a point; thence leaving said One-Sixteenth Line

South 35° 10' 59" East 516.68 feet to the POINT OF BEGINNING.

Parcel II

Tracts 13 and 14 NAMPA ORCHARD TRACT CO., according to the to the plat filed in Book 2 of Pats, Page 48, records of Canyon County, Idaho

EXCEPTING THEREFROM:

COMMENCING at the East Quarter Corner of said Section 25; thence along the Mid-Section Line

North 89° 31' 32" West 1022.86 feet to the POINT OF BEGINNING; thence continuing

North 89° 31' 32" West 297.84 feet to the Center East One-Sixteenth Corner; thence leaving said Mid-Section Line and along the One-Sixteenth Line

North 0° 01' 00" East 419.82 feet to a point; thence leaving said One-Sixteenth Line

South 35° 10' 59" East 516.68 feet to the POINT OF BEGINNING.

Parcel III

A part of Tracts 9 and 10 in the NAMPA ORCHARD TRACT CO., Canyon County, Idaho, according to the plat filed in Book 2 of Plats, Page 48, records of said County, more particularly described as follows:

BEGINNING at the Southeast corner of said Tract 10; thence

North 0° 00' 30" East 285.28 feet along the East boundary of said Tract 10; thence

North 37° 30' 08" West 434.82 feet; thence

North 89° 38' 00" West 363.03 feet along the North boundary of said Tract 9; thence

South 0° 01' 00" West 627.95 feet (formerly recorded as 629.60 feet) along the West boundary of said Tracts 9 and 10; thence

South 89° 34' 43" East 627.90 feet (formerly recorded as 628.3 feet) along the South boundary of said Tract 10 to the POINT OF BEGINNING.



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, JOHN CONLUN OF SECOND CITIZEN EQUITY PARTNERS LLL whose address is 60 S GRAYS LANE, NAMPA, ID 83687, being first duly sworn upon oath, depose and say that I am the owner of record of the property described on the attached application.

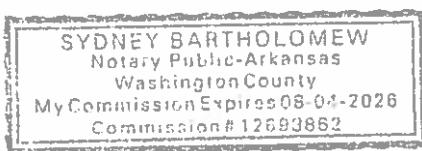
B. I grant my permission to SCHULTZ DEVELOPMENT LLL, whose address is PO BOX 1115 MERIDIAN, ID 83680, to submit the accompanying application pertaining to the property described on the attached application.

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 DECEMBER, 2017.

John Conlun MANAGING MEMBER
Signature

SUBSCRIBED AND SWORN to before me the 7th day of December, 2017.



Sydney Bartholomew
Notary Public for Idaho SB Arkansas
Residing at: 1722 N COLLEGE AVE, STE C, Fayetteville, AR
Commission Expires: 08/04/2026
72703



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 APR 25 AM 9:00

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:
Second Chance Equity Partners, L.L.C.

(Remember to include the words "Limited Liability Company," "Limited Company," or the abbreviations L.L.C., LLC, or LC.)

2. The complete street and mailing addresses of the principal office is:
19277 Cindy Dr., Caldwell, ID 83607

(Street Address)

(Mailing Address, if different)

3. The name of the registered agent and the street address of the registered agent:
Nadia Gonzalez 19277 Cindy Drive, Caldwell, ID 83607

(Name)

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

4. The name and address of at least one governor of the limited liability company:
John Conlin 18032 Lemon Dr. #C-340, Yorba Linda, CA 92886

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

5. Mailing address for future correspondence (annual report notices):
Nadia Gonzalez, 19277 Cindy Drive, Caldwell, ID 83607

(Address)

Signature of organizer(s).

Signature: *John Conlin*

Printed Name: John Conlin

Signature: _____

Printed Name: _____

Secretary of State use only

IDAHO SECRETARY OF STATE
04/25/2017 05:00
CK:13271066 CT:172099 BH:1580835
LG 100.00 = 100.00 ORGAN LLC #2

W182360

<p>No. C 188513</p> <p>SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080</p>	<p>Due no later than Sep 30, 2017 Annual Report Form</p> <p>1. Mailing Address: Correct in this box if needed. ROCKY MOUNTAIN DISTRICT OF THE CHRISTIAN AND MISSIONARY ALLIANCE (THE) CHRIS TWEEDY 2545 ST JOHNS AVE BILLINGS, MT 59102-4652</p>	<p>2. Registered Agent and Address (NO PO BOX) DUSTIN BENNER 2421 ATLANTIC ST BOISE ID 83705</p> <p>3. New Registered Agent Signature:*</p>
<p>NO FILING FEE IF RECEIVED BY DUE DATE</p> <p>4. Corporations: Enter Names and Business Addresses of President, Secretary, and Directors. Treasurer (optional). Office Held Name DIRECTOR MIKE FIELDS DIRECTOR JONATHAN CRESSE VICE PRESIDENT JOHN REESE DIRECTOR JOSEPH FISHER DIRECTOR JAMES STUMBO Treasurer KEN SIMON President PAUL SPONHEIM Secretary JONATHAN A WIGGINS JOHN THOMAS</p>	<p>Street or PO Address 2069 WALKINGHOLE LANE 315 S 19TH AVE 721 SOUTH ST S 1503 COLUMBIA DRIVE 1014 CHOTEAU ST PO BOX 1362 PO BOX 4 2545 ST JOHNS AVE 105 5AC FOX CT</p>	<p>City State Postal Code CORVALLIS MT 59828 BOZEMAN MT 59718 GREAT FALLS MT 59405 COLUMBIA FALLS MT 59912 HELENA MT 59601 LANDER WY 82520 RICHEY MT 59259 BILLINGS MT 59102-4652 EVANSTON WY 82930-4652</p>
<p>5. Organized Under the Laws of: MT C 188513</p>	<p>6. Annual Report must be signed.* Signature: CHRIS TWEEDY Name (type or print): CHRIS TWEEDY</p>	<p>Date: 07/26/2017 Title: DOS</p> <p>* Electronically provided signatures are accepted as original signatures.</p>
<p>Processed 07/26/2017</p>		

**DESCRIPTION FOR
PHEASANT MEADOWS SUBDIVISION**

A portion of Tracts 9, 10, 13 and 14 and a portion of the vacated rights-of-way adjacent to Tracts 10, 13 and 14 of Nampa Orchard Tract Co. Subdivision as filed in Book 2 of Plats at Page 48, records of Canyon County, Idaho and a portion of the SW 1/4 of the NE 1/4 of Section 25, T.3N., R.2W., B.M., Canyon County, Idaho more particularly described as follows:

Commencing at the N1/4 corner of Section 25 from which the C1/4 corner bears South 00°13'46" West, 2651.71 feet;

thence along the West boundary line of the NE 1/4 of said Section 25 South 00°13'46" West, 1,607.79 feet;

thence leaving said West boundary line South 89°39'59" East, 35.00 feet to a point on the East right-of-way line of S. Gray's Lane, said point being the **REAL POINT OF BEGINNING**;

thence continuing South 89°39'59" East, 601.83 feet;

thence North 25°48'52" West, 289.64 feet;

thence South 89°25'55" East, 810.58 feet to a point on the West boundary line of said Nampa Orchard Tract Co. Subdivision;

thence along said West boundary line South 00°12'26" West, 12.29 feet to the NW corner of said Tract 9;

thence along the North boundary line of said Tract 9 South 89°26'52" East, 363.05 feet;

thence leaving said North boundary line South 37°18'48" East, 434.85 feet to a point on the East boundary line of Tract 10;

thence along said East boundary line South 00°11'50" West, 285.28 feet to the SE corner of said Tract 10;

thence along the South boundary line of said Tract 10 North 89°23'35" West, 517.95 feet;

thence leaving said South boundary line South 00°12'26" West, 40.00 feet to a point on the North boundary line of said Tract 13;

thence along said North boundary line and the easterly extension thereof South 89°23'35" East, 537.96 feet;

thence South 00°11'50" West, 628.60 feet to a point on the South boundary line of said Nampa Orchard Tract Co. Subdivision;

thence along said South boundary line North 89°20'18" West, 350.23 feet;

thence leaving said South boundary line North 34°59'38" West, 516.66 feet to a point on the East boundary line of Park Ridge Meadows Subdivision No. 1 as filed in Book 29 of Plats at Page 50, records of Canyon County, Idaho;

thence along said East boundary line and the northerly extension thereof North 00°12'26" East, 244.25 feet;

thence North 89°22'41" West, 883.55 feet;

thence North 39°12'32" West, 418.92 feet;

thence North 89°39'59" West, 135.82 feet to a point on East right-of-way line of S. Gray's Lane;

thence along said East right-of-way line North 00°13'46" East, 60.00 feet to the **REAL POINT OF BEGINNING**. Containing 29.81 acres, more or less.



3/

STATEMENT NO. 2009003173

ORDINANCE NO. 3847

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, CORRECTING ORDINANCE NO. 3828, WHICH ANNEXED AND ZONED RS-7 REAL PROPERTY LOCATED ON THE EAST SIDE OF GRAYS LANE NORTH OF PARK RIDGE MEADOWS SUBDIVISION INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO AND WAS SUBJECT TO A DEVELOPMENT AGREEMENT, TO CORRECT THE LEGAL DESCRIPTION SET FORTH ON EXHIBIT A OF SAID ORDINANCE NO. 3828 AND IN THE DEVELOPMENT AGREEMENT TO WHICH THE SAME WAS MADE SUBJECT, 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 Exhibit A legal description for the real property the subject of Ordinance No. 3828 and as set forth in the Development Agreement to which Ordinance No. 3828 was made subject is incorrect and needs to be corrected.

Section 2: That the correct legal description for the annexed real property located on the east side of Grays Lane north of Park Ridge Meadows Subdivision and all thereof is attached hereto as Exhibit A1 and is, by this reference, incorporated herein as if set forth in full.

Section 3: That the zone designation of RS-7 shall apply to the corrected legal description of the property so annexed as described on Exhibit A1.

Section 4: That the Development Agreement to which Ordinance No. 3828 was made subject is hereby amended to reflect the corrected legal description set forth on Exhibit A1, which is incorporated herein by this reference.

Section 5: 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 20th DAY OF January, 2009.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 20th DAY OF January, 2009.

Approved: [Signature]
By [Signature]
Mayor

Attest:
By [Signature]
City Clerk

2009 JUN 23 PM 3 25
RECORDED
CANYON COUNTY REGISTER
BY [Signature]
2009003173

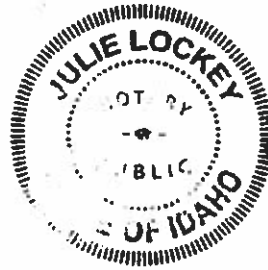
State of Idaho)

Canyon County)

On this 20 day of January, 2009, 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



PROPERTY DESCRIPTION
FOR
PHEASANT MEADOWS SUBDIVISION

A parcel of land lying in the N1/2 SW1/4 NE1/4 of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a 5/8-inch iron rebar marking the S1/4 Corner of said Section 25; thence along the Meridional Centerline of said Section 25 which coincides with the centerline of S. Grays Lane, N 00°24'42" W 2654.36 feet to a 5/8-inch rebar marking the C1/4 of said Section 25; thence continuing along said Meridional Centerline and said centerline of S. Grays Lane, N 00°17'42" W 983.91 feet to a point; thence leaving said Meridional Centerline and said centerline of S. Grays Lane N 89°48'12" E 35.00 feet to a 5/8-inch rebar on the Easterly Right-of-Way of said S. Grays Lane, said rebar being the **POINT OF BEGINNING**;

Thence continuing N 89°48'12" E 135.81 feet to a 5/8-inch iron rebar;

Thence S 39°44'00" E 418.86 feet to a 5/8-inch iron rebar lying on the South Line of said N1/2 SW1/4 NE1/4;

Thence along said South Line, S 89°55'10" E 883.54 feet to a 5/8-inch iron rebar marking the Southeast Corner of said N1/2 SW1/4 NE1/4;

Thence along the East Line of said N1/2 SW1/4 NE1/4 which coincides with the West Line of the Nampa Orchard Tract Co. Subdivision, N 00°19'15" W 644.11 feet to a 5/8-inch iron rebar lying 20.00 feet southerly of the Northeast Corner of said N1/2 SW1/4 NE1/4;

Thence leaving said East Line and said West Line of the Nampa Orchard Tract Co. Subdivision, running Parallel with and 20.00 feet southerly of the North Line of said N1/2 SW1/4 NE1/4, N 89°58'14" W 810.50 feet to a 5/8-inch iron rebar;

Thence leaving said Parallel line, S 26°20'41" E 289.64 feet to a 5/8-inch iron rebar;

Thence S 89°48'12" W 601.83 feet to said Easterly Right-of-Way of S. Grays Lane to a 5/8-inch iron rebar;

Thence along said Easterly Right-of-Way S 00°17'42" E 60.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 13.78 acres, more or less.

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING REAL PROPERTY LOCATED ON THE EAST SIDE OF GRAYS LANE NORTH OF PARK RIDGE MEADOWS SUBDIVISION INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ZONING THE SAME RS-7, 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 located on the east side of Grays Lane north of Park Ridge Meadows Subdivision, 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.

EXHIBIT A PROPERTY DESCRIPTION FOR PHEASANT MEADOWS SUBDIVISION

A parcel of land lying in the S1/2 NE1/4 of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a 5/8 inch iron rebar marking the S 1/4 Corner of said Section 25; thence along S. Grays Lane N 00°24'42" W 2854.36 feet to a point; thence N 00°17'42" W 1043.91 feet to a point; thence N 89°48'12" E 20.00 feet to a 5/8 inch iron rebar on the easterly right of way of said S. Grays Lane, and rebar being the POINT OF BEGINNING;

Thence continuing N 89°48'12" E 150.81 feet to a 5/8 inch iron rebar.

Thence S 39°44'00" E 418.86 feet to a 5/8 inch iron rebar at the northerly boundary of Park Ridge Meadows Subdivision No. 1;

f Thence S 89°55'10" E 883.63 feet along said boundary to a 5/8 inch iron rebar;

o. Thence leaving said boundary N 00°19'08" W 644.11 feet to a 5/8 inch iron rebar;

.51 Thence N 89°58'14" W 810.61 feet to a 5/8 inch iron rebar;

Thence S 26°20'41" E 289.64 feet to a 5/8 inch iron rebar;

Thence S 89°48'12" W 818.83 feet to the easterly right of way of S. Grays Lane, to a 5/8 inch iron rebar;

Thence S 00°17'42" E 60.00 feet along said easterly right of way to the POINT OF BEGINNING.

Said parcel contains 13.80 acres, more or less.

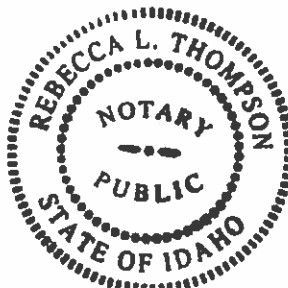
Section 2: That the real property so annexed, as described in Exhibit A above, shall be zoned RS-7.

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 and approved by the Mayor this 20th day of October 2008
Tom Dale, Mayor
Attest: Diane Lambing, City Clerk

November 10, 2008 06569584 2008



AFFIDAVIT OF PUBLICATION

STATE OF IDAHO)
County of Canyon) SS.

103
149

Marissa McNeal of Nampa, Canyon County, Idaho, being first duly sworn, deposes and says:

- 1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principal Clerk of the Idaho Press-Tribune, a daily newspaper published in the City of Nampa, in the County of Canyon, State of Idaho; that the said newspaper is in general circulation in the said County of Canyon, and in the vicinity of Nampa and Caldwell, and has been uninterruptedly published in said County during a period of seventy-eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper 1 time(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement.
4. That said notice was published the following: 11/10/2008

[Signature]
STATE OF IDAHO)
County of Canyon)

On the 10th day of November in the year of 2008 before me, a Notary Public, personally appeared Marissa McNeal, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.

[Signature]
Notary Public for Idaho
Residing at Nampa
My commission expires April 19, 2014

4
INSTRUMENT NO. 2008059425

ORDINANCE NO. 3928

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING REAL PROPERTY LOCATED ON THE EAST SIDE OF GRAYS LANE NORTH OF PARK RIDGE MEADOWS SUBDIVISION INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ZONING THE SAME RS-7, 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 located on the east side of Grays Lane north of Park Ridge Meadows Subdivision, 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-7.

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 20th DAY OF October, 2008.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 20th DAY OF October, 2008.

Approved:

By Tom De
Mayor
2008 NOV 7 PM 12 29
WILLIAM H. HURST
CANYON CITY RECORDER
NAMP A CITY OF

Attest:
Laura Lambing
City Clerk

RECORDED

2008059425

PROPERTY DESCRIPTION
FOR
PHEASANT MEADOWS SUBDIVISION

A parcel of land lying in the N1/2 SW1/4 NE1/4 of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a 5/8-inch iron rebar marking the S1/4 Corner of said Section 25; thence along the Meridional Centerline of said Section 25 which coincides with the centerline of S. Grays Lane, N 00°24'42" W 2654.36 feet to a 5/8-inch rebar marking the C1/4 of said Section 25; thence continuing along said Meridional Centerline and said centerline of S. Grays Lane, N 00°17'42" W 983.91 feet to a point; thence leaving said Meridional Centerline and said centerline of S. Grays Lane N 89°48'12" E 35.00 feet to a 5/8-inch rebar on the Easterly Right-of-Way of said S. Grays Lane, said rebar being the **POINT OF BEGINNING**;

Thence continuing N 89°48'12" E 135.81 feet to a 5/8-inch iron rebar;

Thence S 39°44'00" E 418.86 feet to a 5/8-inch iron rebar lying on the South Line of said N1/2 SW1/4 NE1/4;

Thence along said South Line, S 89°55'10" E 883.54 feet to a 5/8-inch iron rebar marking the Southeast Corner of said N1/2 SW1/4 NE1/4;

Thence along the East Line of said N1/2 SW1/4 NE1/4 which coincides with the West Line of the Nampa Orchard Tract Co. Subdivision, N 00°19'15" W 644.11 feet to a 5/8-inch iron rebar lying 20.00 feet southerly of the Northeast Corner of said N1/2 SW1/4 NE1/4;

Thence leaving said East Line and said West Line of the Nampa Orchard Tract Co. Subdivision, running Parallel with and 20.00 feet southerly of the North Line of said N1/2 SW1/4 NE1/4, N 89°58'14" W 810.50 feet to a 5/8-inch iron rebar;

Thence leaving said Parallel line, S 26°20'41" E 289.64 feet to a 5/8-inch iron rebar;

Thence S 89°48'12" W 601.83 feet to said Easterly Right-of-Way of S. Grays Lane to a 5/8-inch iron rebar;

Thence along said Easterly Right-of-Way S 00°17'42" E 60.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 13.78 acres, more or less.

PROPERTY DESCRIPTION
FOR
PHEASANT MEADOWS SUBDIVISION

A parcel of land lying in the S1/2 NE1/4 of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a 5/8 inch iron rebar marking the S 1/4 Corner of said Section 25; thence along S. Grays Lane N 00°24'42" W 2654.36 feet to a point; thence N 00°17'42" W 1043.91 feet to a point; thence N 89°48'12" E 20.00 feet to a 5/8 inch iron rebar on the easterly right of way of said S. Grays Lane, said rebar being the **POINT OF BEGINNING**;

Thence continuing N 89°48'12" E 150.81 feet to a 5/8 inch iron rebar;

Thence S 39°44'00" E 418.86 feet to a 5/8 inch iron rebar at the northerly boundary of Park Ridge Meadows Subdivision No.1;

Thence S 89°55'10" E 883.63 feet along said boundary to a 5/8 inch iron rebar;

Thence leaving said boundary N 00°19'08" W 644.11 feet to a 5/8 inch iron rebar;

Thence N 89°58'14" W 810.61 feet to a 5/8 inch iron rebar;

Thence S 26°20'41" E 289.64 feet to a 5/8 inch iron rebar;

Thence S 89°48'12" W 616.83 feet to the easterly right of way of S. Grays Lane to a 5/8 inch iron rebar;

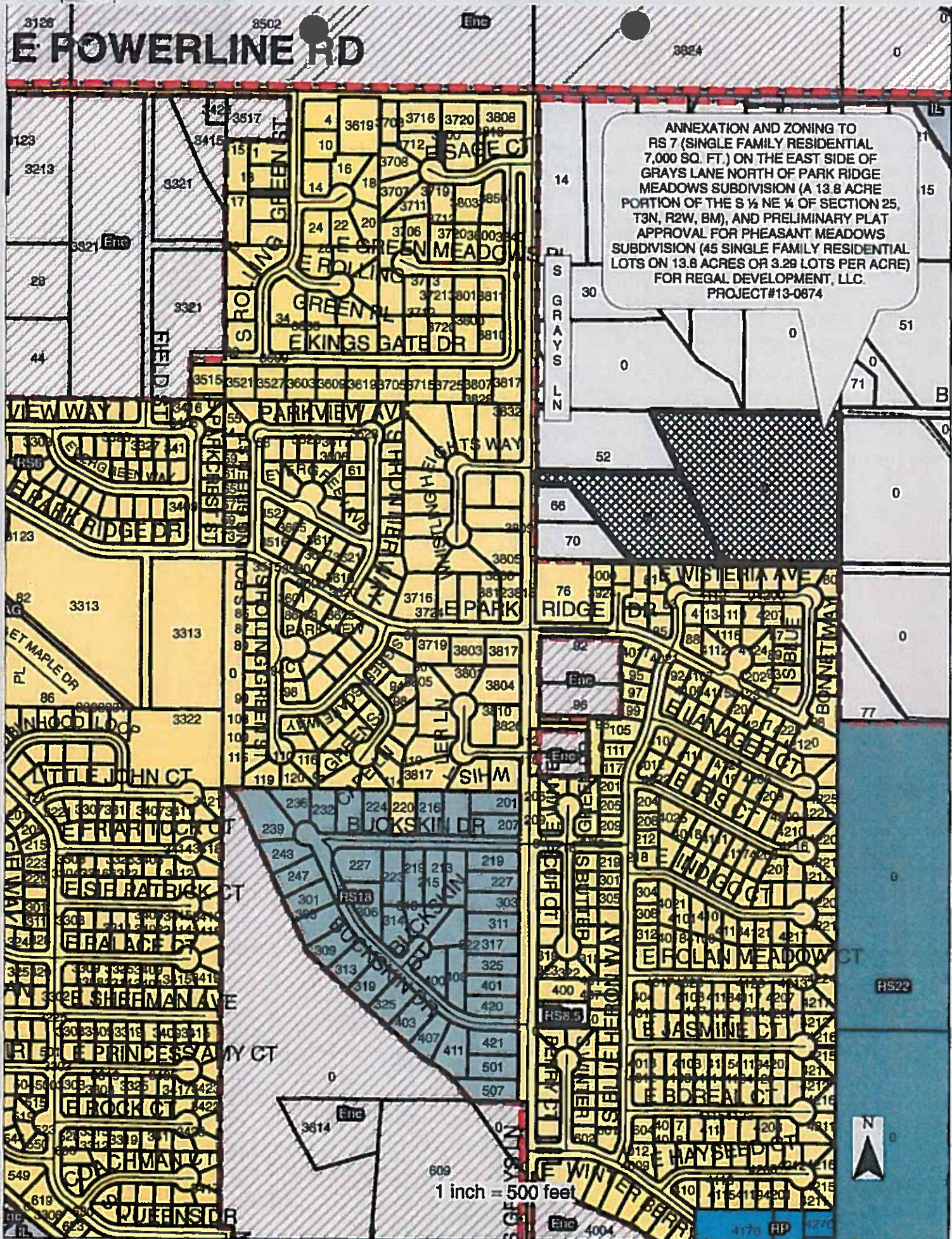
Thence S 00°17'42" E 60.00 feet along said easterly right of way to the **POINT OF BEGINNING**.

Said parcel contains 13.80 acres, more or less.

RECEIVED

APR 09 2008

E POWERLINE RD



ANNEXATION AND ZONING TO RS 7 (SINGLE FAMILY RESIDENTIAL 7,000 SQ. FT.) ON THE EAST SIDE OF GRAYS LANE NORTH OF PARK RIDGE MEADOWS SUBDIVISION (A 13.8 ACRE PORTION OF THE S 1/2 NE 1/4 OF SECTION 25, T3N, R2W, BM), AND PRELIMINARY PLAT APPROVAL FOR PHEASANT MEADOWS SUBDIVISION (45 SINGLE FAMILY RESIDENTIAL LOTS ON 13.8 ACRES OR 3.28 LOTS PER ACRE) FOR REGAL DEVELOPMENT, LLC. PROJECT#13-0874

1 inch = 500 feet



112
INSTRUMENT NO. 2008059426
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this 20th day of October, 2008 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and Regal Development LLC, an Idaho Limited Liability Company, hereinafter referred to as "Owner/Developer."

RECITALS

- A. Owner/Developer is the owner of approximately 13.78 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 09 April 2008 (the "date of application") for annexation of the Property into City and for rezoning of the Property to City RS 7 in anticipation of the development and construction of a subdivision (hereinafter 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 7 as referenced above 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 substantial conformance with the conceptual plan set attached hereto as **Exhibit "B"** (the "**Conceptual Plan**") and made a part hereof 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 annexation/rezoning related approvals required from City for development of the Project provided such is in substantial conformance/accordance with the approved 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. Specific conditions of approval made pertinent to the Project by the City's Planning and Zoning Commission, Council and City staff/departments shall, however, hold precedence over this Agreement unless specified herein.

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. **Severability:** 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 verbal 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.

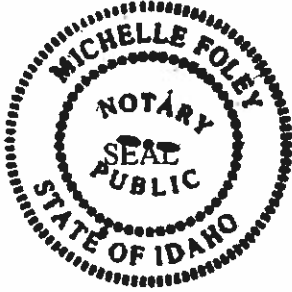
a. A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by Owner/Developer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

On this 3rd day of November, in the year of 2008 before me,
Michelle Foley, personally appeared Rick Hewitt, known or
identified to me, to be the person and [an] Owner/Developer, whose name is subscribed to the
within and foregoing instrument and acknowledged to me that he executed the same for and on
behalf of Regal Development.

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



Michelle Foley
Notary Public for State of Idaho
Residing at Boise
Commission Expires: 1/22/2013

On this _____ day of _____, in the year of 2008 before me,
_____, personally appeared _____, known or
identified to me, to be the person and [an] Owner/Developer, whose name is subscribed to the
within and foregoing instrument and acknowledged to me that he executed the same for and on
behalf of _____.

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

SEAL

Notary Public for State of Idaho
Residing at _____
Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

REORDER SCAN

PROPERTY DESCRIPTION
FOR
PHEASANT MEADOWS SUBDIVISION

A parcel of land lying in the N1/2 SW1/4 NE1/4 of Section 25, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a 5/8-inch iron rebar marking the S1/4 Corner of said Section 25; thence along the Meridional Centerline of said Section 25 which coincides with the centerline of S. Grays Lane, N 00°24'42" W 2654.36 feet to a 5/8-inch rebar marking the C1/4 of said Section 25; thence continuing along said Meridional Centerline and said centerline of S. Grays Lane, N 00°17'42" W 983.91 feet to a point; thence leaving said Meridional Centerline and said centerline of S. Grays Lane N 89°48'12" E 35.00 feet to a 5/8-inch rebar on the Easterly Right-of-Way of said S. Grays Lane, said rebar being the **POINT OF BEGINNING**;

Thence continuing N 89°48'12" E 135.81 feet to a 5/8-inch iron rebar;

Thence S 39°44'00" E 418.86 feet to a 5/8-inch iron rebar lying on the South Line of said N1/2 SW1/4 NE1/4;

Thence along said South Line, S 89°55'10" E 883.54 feet to a 5/8-inch iron rebar marking the Southeast Corner of said N1/2 SW1/4 NE1/4;

Thence along the East Line of said N1/2 SW1/4 NE1/4 which coincides with the West Line of the Nampa Orchard Tract Co. Subdivision, N 00°19'15" W 644.11 feet to a 5/8-inch iron rebar lying 20.00 feet southerly of the Northeast Corner of said N1/2 SW1/4 NE1/4;

Thence leaving said East Line and said West Line of the Nampa Orchard Tract Co. Subdivision, running Parallel with and 20.00 feet southerly of the North Line of said N1/2 SW1/4 NE1/4, N 89°58'14" W 810.50 feet to a 5/8-inch iron rebar;

Thence leaving said Parallel line, S 26°20'41" E 289.64 feet to a 5/8-inch iron rebar;

Thence S 89°48'12" W 601.83 feet to said Easterly Right-of-Way of S. Grays Lane to a 5/8-inch iron rebar;

Thence along said Easterly Right-of-Way S 00°17'42" E 60.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 13.78 acres, more or less.

EXHIBITS "B"
CONCEPTUAL PLAN(S)

RECORDED SCAN

EXHIBIT "C"

CONDITIONS OF APPROVAL

1. The Owner/Developer agree that they will not oppose the formation of a local improvement district (LID) for the construction of any infrastructure associated with or adjoining the development of the Property.
2. Prior to the third reading of the annexation and zoning ordinance the Owner/Developer shall dedicate right-of-way, as defined/required by the City Engineer, adjacent the Property as needed for the ultimate build out of the adjacent public roadway(s) (S. Grays Lane) according to the City's adopted **Nampa Street/Path Master Plan** or City engineering Department determination and this by virtue of recording of a valid plat and/or by separate document(s).
3. All conditions imposed by the City's Planning and Zoning Commission and those of City agencies pertaining to this project shall be adhered to. The City's Council allowed that a plat presented to them on July 07, 2008 serve as the official plat save as may be required to be revised to show changes required by City agencies (including 8,000 sq. ft. or larger lots along the Project's southern side/boundary), and, that the proposed road alignment of the subdivision's entry road (where it intersects Grays Lane as proposed on the plat) and eastern stub roads be allowed as proposed by the applicant(s).
4. The Owner/Developer shall establish and enforce Covenants, Conditions, and Restrictions to be recorded against the residential portion of the Property which shall contain the following minimum design standards for single-family dwellings [houses]:
 - a. The minimum living space floor area shall be one thousand four hundred (1400) square feet -- exclusive of any 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 have 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 ten (10) percent of each façade oriented to a street.
 - h. 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.

- i. No building elevation of any dwelling shall have less than five (5) percent of the gross wall area in glazing (excludes garages, zero lot line building sides or unconditioned areas.
- j. Each dwelling shall contain a porch, balcony or courtyard.
- k. Any detached garages shall be architecturally compatible and consistent in material, design and colors with the dwelling.

RECORDER

2008059426

RECORDED

2008 NOV 7 PM 12 30

WILLIAM H. HURST

CANYON COUNTY RECORDER

BY *William H. Hurst*

NANPA CITY OF

REQUEST TYPE *24* FEE *0*

RECEIPT (TRC-1442813-29-12-2017)

BILLING CONTACT
MATT SCHULTZ
SCHULTZ DEVELOPMENT, LLC

Meridian, ID 83680



REFERENCE NUMBER	FEE NAME	TRANSACTION TYPE	PAYMENT METHOD	AMOUNT PAID
SPP-00022-2017	Preliminary Plat - Application Fee	Fee Payment	Check #1009	\$244.00
	Preliminary Plat - Fire Department	Fee Payment	Check #1009	\$160.00
	Preliminary Plat - Fire Department Per Lot Fee	Fee Payment	Check #1009	\$111.00
	Preliminary Plat - Lot Fee	Fee Payment	Check #1009	\$663.78
	Preliminary Plat - Sewer Model	Fee Payment	Check #1009	\$250.00
	Preliminary Plat - Water Model	Fee Payment	Check #1009	\$250.00
			SUB TOTAL	\$1,678.78
			TOTAL	\$1,678.78