REQUESTED ACTION APPROVAL(S), LOCATION, AND HISTORY

1. **Modification of an Annexation/Zoning Development Agreement**
   (Decision Required: *Recommendation*)

   **A Request To:**
   Modify an existing, active Development Agreement memorialized between BB One LLC and the City of Nampa and recorded on 03/20/2006 as Instrument No. 200629961 (Ord. no. 3554) by amending, as necessary, Recitals; Agreement Terms; Conditions of Approval, and, Exhibits thereof as necessary to alter generic requirements appertaining to potential commercial development on the Property referenced hereafter in order to authorize conversion of the Property as iterated below, or, as follows *; and,

2. **Conditional Use Permit Approval**
   (Decision Required: *Decision*)

   **A Request To:**
   [Further] authorize construction of/or for the Project referenced below, or, as follows *; and,

3. **Preliminary Plat Approval Request**
   (Decision Required: *Decision*)

   **A Request To:**
   * Facilitate development of the “Laguna Farms Subdivision” [312 dwelling unit in 78 4, 8 & 12-plex townhouse buildings, 14 common lots and 2 commercial lots buildings – hereinafter, variously, the “Project, “Development” or “Laguna Farms Apartments”]…
Pertaining to:
A 24.53 acre parcel (hereinafter the “Property”) being located in a GB 2 Zone district currently addressed as 16852 Caldwell Boulevard situated in the Section 07, T3N, R1W, Boise Meridian, Canyon County, Nampa, Idaho (hereinafter the “Property”)

History:
In 2006, the City approved the annexation and zoning assignment of the Property to GB 2 (Gateway Business 2) for qualification and participation in a Local Improvement District that was intended to facilitate the extension of City sewer services to the Birch-Purdam Drainage area and (based on the Development Agreement language set forth at that time), in anticipation of potential development of commercial activity on the Property. Since that time the Property has remained, effectually, undeveloped.

Note: Notification of the Commission hearing was done in accordance with legal requirements. An environmental impact study (EIS) was not called for in conjunction with the Application submittal as such is not normal required saved when called for by City Engineering under special circumstances. Any extant street frontage improvements along the Idaho Center Boulevard, should the Application be approved, will be required to be emplaced at the time of Project build-out per adopted City policy and practice. No taking of other parties’ property(ies) will be effectuated should the Project develop. In Nampa’s case, street improvements and school construction accompany and follow, respectively, land development.

DEVELOPMENT AGREEMENT MODIFICATION

Criteria to guide the Commission in making a recommendation to Council regarding a proposed Development Agreement (DA) Modification, and to subsequently guide the Council in deciding/decision whether to allow a Development Agreement Modification, are absent from state statute or City ordinance. Thus, approving -- or not – Development Agreements and proposed modifications/amendments thereto becomes a purely subjective matter/decision on the part of the City in reaction to this DA contract modification application. Development Agreement [contracts] “run with the land”.

Hereafter attached is a copy of Ordinance 3554 (Instrument No. 200629961) which has, as a part thereof, the Development Agreement imbedded therein and referenced by this report.

As the process amending a Development Agreement is a two-step endeavor, Staff will prepare a draft Development Agreement Modification document for Council’s review after they make their decision on the DA Modification Application. Finalization of said Agreement would occur prior to the 3rd reading of the ordinance that will/would enact the Development Agreement Modification if the request made the subject of this report is approved. And, given the interconnection of the entitlements associated with this matter, if the CUP is approved, then it will not be considered to be of force, and in effect, until the DA Modification is formally approved.

Commentary:
An approved Development Agreement associated with an approved speculative commercial plan is already assigned to the Property as afore-noted [again: Ord. # 3554]. That entitlement [still] “runs with the land”. A copy of said Agreement is hereto attached. Also attached hereafter is a copy of the elevation and other plan view exhibits provided by the Applicant.
The Property is zoned GB 2 (Gateway Business No. 2) and lies in a “Community Mixed Use” “setting” per the City’s Comprehensive Plan Future Land Use Map. No action is intended to rezone the Property; nor is any other zoning entitlement or land division proposal known at this time to be of interest to the Applicant outside of that submitted in conjunction with the application package made the subject of this report.

**CONDITIONAL USE CONCLUSIONS OF LAW**

Relevant Conclusions of Law (evaluation criteria) for a/this Conditional Use Permit hearing item:

A. That the location, size, design and operating characteristics of the proposed development will be compatible with and will not adversely affect the livability or appropriate development of abutting properties and the surrounding neighborhood, with consideration to be given to harmony in scale, bulk, coverage and density, to the availability of public facilities and utilities; to the harmful effect, if any, upon desirable neighborhood character; to the generation of traffic and the capacity of surrounding streets, and to any other relevant impact of the development.

B. That the location, design and site planning of the proposed development will provide a convenient and functional living, working, shopping, or civic environment, and will be as attractive as the nature of the use and its location and setting warrants.

C. That the proposed development will enhance the successful operation of the surrounding area in its basic community functions, or, will provide an essential service to the community or region.

**CONDITIONAL USE COMMENTARY**

Cities and counties in this country have for the past 100 or so years adopted and then administered zoning laws. Such laws, colloquially termed “codes”, are designed, in part, to help ensure orderly community population and structural growth, predictability of development rules, the upholding of property values, protection of the public’s health, safety and welfare, fair regulation of land use, and so forth. The level of detail of any such code, and, its aptitude in balancing the vested rights of individual property owners with those of their neighbors, varies from jurisdiction to jurisdiction.

Idaho, in the 1970s, adopted a set of laws to generally govern land use and development in the state. Said laws are collectively titled the “Local Land Use Planning Act” (I.C. 67-6501 et al). At the time of adoption, it was provided that cities and counties could choose to enact their own set of zoning laws and empower planning and/or zoning commissions to make certain land use related decisions. Nampa adopted a zoning ordinance many years ago and both renewed and revamped its ordinance in 1971. Since that time, varying amendments to the same have been passed into law. Commensurate with other zoning ordinances, Nampa identifies a number of possible land use types and establishes the permissibility of those uses within given land use districts (zones) that overlay the community. Uses thus may be deemed as permitted/allowed by right, not allowed/prohibited, or, allowed upon issuance of a Special or “Conditional Use Permit” (N.C.C. § 10-25).
Conditional Use Permits (CUPs) are a common implement used by zoning codes and authorities to facilitate review of a given (or proposed) land use in a proposed location to ascertain the use’s perceived [future] compatibility with neighboring land uses as considered from a variety of viewpoints and based upon a number of determined facts. Conditional Use Permits commonly invoke some form of formal review by a city or county, often requiring at least one public hearing. Nampa requires a public hearing to review those land uses that require Conditional Use approval (N.C.C. § 10-25-14).

A hearing allows vetting of any concerns of the public, the governing jurisdiction’s departments, or that of outside agencies. Such a hearing is used in part to discover land use related impacts that may stem from the proposed use and, if necessary, to levy any reasonable mitigations perceived necessary to keep the proposed use and the environment around in harmonious co-existence.

Comes now before the Commission a request for approval of a submitted Conditional Use Permit (CUP) application which seeks authorization for the Applicant to construct 312 dwelling units, 14 common lots and 2 commercial lots in 78 4-plex style townhouse buildings. The site layout and landscape plan proposed by the Applicant -- as well as copies of the Project buildings’ elevation and floor plans -- are attached hereafter for review.

The Property is located within the “Community Mixed Use” setting on the City’s adopted Comprehensive Plan Future Land Use Map in a Gateway Business (GB) 2 Zone. Said setting caters to multiple dwelling unit construction in a/the GB 2 Zone. Further: Land to the north is also in the Community Mixed Use setting, to the south is a “Public” setting, to the east “Medium Density Residential” and across the Idaho Center Boulevard to the west the land is earmarked as “Community Mixed Use”. Commercial development (a shopping center) lies southwest of the Property, the CWI campus to the south, and, to the north and east an area of residential land development with the Phyllis Canal as an intermediary physical barrier between said uses and the apartments proposed by the Applicant [no cross-connectivity is proposed either between the Property and adjacent uses]. Within ~ ¼ mile of the Property, apartment projects along Birch Lane and the Idaho Center Boulevard exist or have been recently approved for construction.

City utilities and emergency services are, or may be made, available to the Property. If the use is approved, design review of any exterior façade changes will also be required by City ordinance.

Preliminary review by Staff suggests to our office that the proposed Development would conform to relevant GB 2 Zone standards – including future design review. Staff has provided the Commission with all of the information we have received to date (noon, Wednesday December 19, 2018) regarding the application as derived from what was submitted/provided to our office by that time/date.

Any correspondence from agencies or the citizenry regarding the application package made the subject of this report is hereto attached. Agency comments are usually geared towards recommending approval conditions or requirements should an entitlement application such as the one contemplated by this report be approved. Staff has not received [by the time of this report’s publication] commentary from any surrounding property owners or neighbors either supporting or opposing this request -- which should be one of the factors considered as part of evaluating its merits.
Responding City departments or outside agencies include(d), to date: Pioneer Irrigation District, the Nampa & Meridian Irrigation District, and, the Nampa Highway District. Additional agency/department correspondence is expected to be submitted to our office prior to January 08, 2019 and will likely be provided to the Commission (and later Council) separately from the materials affixed to this Staff report.

**FINDINGS OF FACT & NOTES REGARDING PLAT**

This matter before the Commission is to determine whether or not the preliminary plat, as proposed, is acceptable.

Platting of this Project will serve to divide the land. It must be done in accordance with state law, Nampa City Code § 10-27 and Nampa City Code § 10-08, and, in cooperation with the City’s currently adopted Engineering Design and Specification manuals.

Accordingly, Plat review was done to analyze the Project’s compliance to code in the context of this Project having already been annexed and zoned.

<table>
<thead>
<tr>
<th>Overall Site Area-</th>
<th>24.53 acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total, Proposed GB 2 Lot Count-</td>
<td>94</td>
</tr>
<tr>
<td>Total Common Lot Count-</td>
<td>14</td>
</tr>
<tr>
<td>Total Commercial Lot Count-</td>
<td>2</td>
</tr>
<tr>
<td>Total Building Lot Count-</td>
<td>78</td>
</tr>
<tr>
<td>Total Residential Unit Count-</td>
<td>312</td>
</tr>
</tbody>
</table>

Regarding “GB 2 4, 8 & 12-unit/plex Townhouse Structure Building Lots”:

**Min. Allowed GB 2 Master Bldg. Lot Size**
A 4-unit multiple-family residential structure on an individual lot has no minimum lot size designated.

**Min. Allowed Avg. GB 2 Bldg. Lot Size**
\[ n/a \quad (N.C.C. \, § \, 10-27-4.A(3)(e)) \]

**Min. Proposed Avg. GB 2 Bldg. Lot Size**
\[ n/a \quad (N.C.C. \, § \, 10-27-4.A(3)(e)) \]

**Periphery Compatibility Applicability**
\[ n/a \]

**Min. Req. St. Frontage GB 2 Zone**
\[ n/a \]

**Min. Allowed RS 6 Bldg. Lot Widths**
\[ n/a \]

**Min. Allowed RS 6 Bldg. Mean Lot Depths**
\[ n/a \]

**Plat Development Data/Notes**: See plat sheets
This matter before the Commission is to determine whether or not the preliminary plat, as proposed, is acceptable.

Platting of this Project will serve to divide the land. It must be done in accordance with state law, Nampa City Code § 10-27, Nampa City Code § 10-4, Nampa City Code § 10-33, and, in cooperation with the City’s currently adopted Engineering Design and Specification manuals.

Accordingly, plat review was done to analyze the Project’s compliance to code in the context of this Project having already been annexed and zoned.

Regarding the plat, Zoning Staff finds:

1. **Minimum Lot Areas:**
   That because the proposed Development is slated for development in conjunction with GB 2 zoning, there is no minimum lot size requirement...all master building lots [which are, variously stand alone or two or three co-joined 4-plex townhouse buildings] comply, since a 4-unit multiple-family residential structure on an individual lot has no minimum lot size designated in the GB 2 zone; therefore, the Plat is deemed compliant in this regard; and,

2. **Average Lot Size:**
   That because the proposed Development is slated for development in conjunction with GB 2 zoning, this requirement does not apply; therefore, the Plat is deemed compliant in this regard; and,

3. **Lot Compatibility:**
   That because the proposed Development is slated for development in conjunction with GB 2 zoning, this requirement does not apply; therefore, the Plat is deemed compliant in this regard; and,

4. **Lot Width:**
   That because the proposed Development is slated for development in conjunction with GB 2 zoning, this requirement does not apply; therefore, the Plat is deemed compliant in this regard; and,

5. **Lot Depth:**
   That because the proposed Development is slated for development in conjunction with GB 2 zoning, this requirement does not apply; therefore, the Plat is deemed compliant in this regard; and,

6. **Right-Of-Way Dedication(s)/Improvements:**
   Will per City Engineering requirements as pertaining to the Property’s abutment along the Idaho Center Boulevard; the landscaping for the commercial properties will be developed at the time those lots develop; and,
7. **Landscaping:**
   To be installed around the buildings and along the Idaho Center during structure build-out; and,

9. **Path/Trailway(s):**
   A greenbelt pathway is proposed along the Purdam Gulch Drain and internal sidewalks are provided to allow for intra-project connectivity; and,

10. **Misc./Correspondence:**
    Any correspondence from agencies or the citizenry regarding the plat received by noon, December 19, 2018 is hereafter attached to this report. (Agency comments are usually geared towards recommending conditions for the Project should it be approved.)

**Recommendation:**
Approval with conditions…

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**RECOMMENDED CONDITION(S) OF APPROVAL**

**As pertaining to the requested Development Agreement Modification approval:**
Should the Commission vote to approve the requested Development Agreement Modification, Staff would recommend that the Commission consider recommending that the Council impose the following Condition(s) of Approval on/against the Project/applicant(s):

Generally:
1. That the Applicant, as Owner/Developer, [shall] enter into a Modified Development Agreement with the City of Nampa. The Agreement(s) shall contain such conditions, terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as contemplated by the Applicant and agreed to and conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Applicant’s request for the Property’s entitlement(s), including insertion of concept plans therein…

**As pertaining to the requested Conditional Use Permit:**
Should the Commission vote to approve the requested Conditional Use, Staff would then recommend that the Commission consider imposing the following Condition(s) of Approval on/against the Project/applicant(s):

Generally:
1. Owner/operator/Applicant(s) shall comply with all applicable requirements [including obtaining proper permits] as may be imposed by City agencies appropriately involved in the review of this request [e.g., Nampa Fire, Building, Planning and Zoning (including design review) and Engineering Departments, etc.] as the CUP approval does not and shall not have the affect of abrogating requirements from those agencies; and,

   **Specifically:**
   2. Any [other] conditions imposed by the Commission.…

**As pertaining to the requested Preliminary Plat Approval:**
Should the Planning and Zoning Commission vote to approve the Laguna Farms Subdivision preliminary plat, then Staff would suggest the following as (a) condition(s) of approval for
adoption with any such recommending vote (note: the Commission may obviously add, subtract
and/or modify conditions as it deems appropriate):

1. Applicant/Development shall comply with all City department/division or outside agency
   requirements pertinent to this matter; and,

2. Applicant’s engineer shall correct any spelling, grammar and punctuation and numbering
   errors that may be evident on the plat face and/or in the proposed plat development
   notes...

ATTACHMENTS

• Copy of Application Vicinity Map (page/Exhibit 9)
• Copy of Applicant(s) representative’s narrative (pages/Exhibits 10-11)
• Copy of Development Agreement Application (page/Exhibit 12)
• Copy of CUP Application (page/Exhibit 13)
• Copy of aerial photos of the Property and surrounds [including one with zoning layers
   and another with Comprehensive Plan settings showing thereon]
   (pages/Exhibits 14-16)
• Copy of Applicant(s) site and elevation [including plat] plans (pages/Exhibits 17-25)
• Copy of 2006 Development Agreement -- Ord. 3554 (pages/Exhibits 26-41)
• Copy of any agency/City department or division/public comment(s) (pages/Exhibits 42+)
Use Permit, and Modification of a Development Agreement for 78 Four-Unit Townhomes, 2 Commercial Lots in a Gateway Business Zone

SPP-00035-2018

16852 Idaho Center Blvd
Laguna Farms Subdivision
Preliminary Plat, Conditional Use Permit, and Modification of a Development Agreement for 78 Four-Unit Townhomes, 2 Commercial Lots in a Gateway Business Zone

12/18/2018

For Illustrative purposes only.

Visit Planning & Zoning at cityoffampa.us for more info.
November 16, 2018

Nampa City Planning & Zoning Department
411 Third Street SO
Nampa ID 83651

RE: Conditional Use for Laguna Farms Apartments

Commissioners:

On behalf of Fig Laguna Farms LLC, please accept the attached application for a Conditional Use Permit for Laguna Farms Apartments. The site is located on the eastside of the Idaho Center Boulevard between CW I campus and Cherry Lane, just south of the Phyllis Canal. This new multi-family and commercial neighborhood is adjacent to and north of CWI Campus. It has a total of 24.53 acres and is zoned GB-2.

SITE DESIGN

Idaho Center Boulevard is a major transportation corridor in this area. Placing two commercial lots adjacent to the Idaho Center Boulevard is a very appropriate use. The lots next to the Boulevard will be highly visible and should be very desirable for future commercial use. Placing the multi-family neighborhood behind the commercial lots provides the multi-family residents easy access to those commercial services. It also provides a good street buffer from the Idaho Center Boulevard.

The Fig Design Team has put a great amount of effort into designing the multi-family portion of the site. Their goal is to be attractive and sensitive to the surrounding properties. The Team’s desire has been to design and construct high quality multi-family neighborhoods. Some attention to the design can be seen in specific buildings that have been located in the Laguna Farms neighborhood. For example, surrounding all of the Laguna Farms parks, are buildings that have been oriented with all of buildings front doors facing a park. This allows each of the residents to have an attractive park environment in which they live. From their front doors these residents are connected to the entire neighborhood, via community pathway systems, which connect the entire overall neighborhood together.

Analysis of the existing multi-family developments in the surrounding area shows all of the other developments have chosen to use traditional multi-story apartment buildings. Traditional multi-story apartment building place individual apartment’s one on top of another. This design requires "seas" of asphalt for resident and guest parking.

To provide variety, while maintaining high integrity in the style of the neighborhood, the Design Team has chosen to use three of their townhouse style buildings in the Laguna Farms neighborhood. The buildings are a mixture of two and three stories tall and have rear and front loaded garages for each resident. This neighborhood will be well sought after because each unit will have its own one or two car private garage.

The Laguna Farms neighborhood is proposed with the following amenities:
1. Clubhouse with an indoor fitness room and a meeting gathering space.
2. Community Swimming Pool with restroom facilities
3. Dog Park
4. 2-Tot playground equipment areas
5. A Sand Volleyball Court
6. One covered picnic area with free standing barbeques and picnic tables
7. Half Size Basketball Court
8. Multiple micro pathways’ that connect future residents to all the amenities throughout the Laguna Farms neighborhood.

**DEVELOPMENT AGREEMENT MODIFICATION**

In 2006 at the time of annexation and rezoning of this property, the owners anticipated the property being developed into a large commercial development. Now 12 years later, the likelihood that commercial would encompass the entire parcel is not probable. The frontage is very minimal and will not sustain a commercial development. The Comprehensive Plan supports a mixed use of both commercial and residential. Therefore, the Developer requests that the Development Agreement be modified to allow for residential use.

**SUMMARY**

The Nampa City Comprehensive Plan designated this site and the surrounding area as a Community Mixed Use Area. In general, Community Mixed Use is recommended for areas along major transportation corridors, with higher density residential developments located nearby. Fig Design Team has endeavored to create a high quality mixed use neighborhood. The unique quality of the design, for the Laguna Farms Subdivision, promotes the feeling of living in a single family neighborhood. Multiple buildings face into a park, creating a park like atmosphere. The design has many high end and desirable amenities, such as: swimming pool, clubhouse, tot lots with play equipment, covered picnic area with barbeques, Dog Park, volleyball court, basketball court, and a network of micro pathway’s connecting the entire neighborhood.

Please contact me if you have any questions regarding any of this application.

Sincerely,

[Signature]

Kent Brown
APPLICATION FOR A DEVELOPMENT AGREEMENT - MODIFICATION
PLANNING AND ZONING DEPARTMENT
411 3rd ST., 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)

Applicant/Representative Name
FIG LAGUNA FARMS LLC/KENT BROWN

Home Number 208-871-6842

Mobile Number

Street Address
3161 E SPRINGWOOD DR

City MERIDIAN     ID    Zip code 83642

Property Owner Name
BB ONE LLC

Home Number 801-649-3519

Mobile Number

Street Address
250 BEECHWOOD

City BOISE      ID    Zip Code 83709

Email KENTLKB@GMAIL.COM

JAMES@LDPUTOH.COM

Applicant’s interest in property: ( ) Own ( ) Rent ( X ) Other

ADDRESS OF SUBJECT PROPERTY: 16852 IDAHO CENTER BLVD

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

X Completed Application
X A copy of one of the following:
   ☐ Warranty Deed ☐ Proof of Option ☐ Earnest Money Agreement

X 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 2nd day of November, 2012

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- 087 - 20 18

PROJECT NAME Change Commercial to Mix Use.

07/11/16 Revised

11/19/2012 SL
APPLICATION FOR CONDITIONAL USE PERMIT
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S, NAMPA, IDAHO 83651 P: (208) 469-4487 F: (208) 465-2261
Nonrefundable Fee: $234.00 (1 acre or less) Nonrefundable Fee: $463.00 (more than 1 acre)

Applicant Name: FIG LAGUNA FARMS LLC
Home Number: 801-649-3519
Street Address: 295 WEST CENTER ST STE 201
City: PROVO UT State: 84601 Zip code
Applicant's interest in property: (X) Rent ( ) Other

Property Owner Name: BB ONE LLC
Home Number: 801-649-3519
Street Address: 250 S BEECHWOOD
City: BOISE ID State: 83709 Zip Code

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

ADDRESS OF SUBJECT PROPERTY: 16852 IDAHO CENTER BLVD

Please provide the following REQUIRED DOCUMENTATION to complete the CUP
A copy of one of the following: ☐ Warranty Deed ☐ Proof Of Option ☐ Earnest Money Agreement
A sketch drawing of the site & any adjacent property affected, showing all existing & proposed
locations of streets, easements, property lines, uses, structures, driveways, pedestrian walks, off-street
parking & off-street loading facilities and landscaped areas, preliminary or final building plans & building
elevations, together with any other information considered pertinent to the determination of this matter.
Signed & Notarized Affidavit of Legal Interest (attached). Form must be completed by the legal
owner (If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to
show that the person signing is an authorized agent)

Original Legal description of property AND a legible WORD formatted document. (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 reason for the proposed Conditional Use Permit:


Dated this day of November 2019

Applicant Signature

NOTICE TO APPLICANT
This application will be referred to the Nampa Planning Commission for its consideration. The Planning Commission shall hold a
public hearing on the application and it shall be granted or denied. Notice of public hearing must be published in the Idaho Press-
Tribune 15 days prior to said hearing. Notice shall also be posted on the premises not less than 1 week prior to the hearing. Hearing
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 hearing and should be present to answer any questions.

If a Conditional Use Permit is granted by the Planning Commission, it shall not become effective until after an elapsed period of 15
days from the date of Planning Commission action. During this time any interested person may appeal the action to the City Council.
You will be notified of any pending appeals.

If the conditional use permit is denied by the Planning Commission, you may appeal the decision to the City Council within 15 days
from the date such action is taken by the Planning Commission. At the time the Conditional use permit becomes effective you will be
sent a document which constitutes an official 'Conditional Use Permit'. This document will enumerate the conditions attached to the
issuance of the permit and state the consequences of failure to comply.

OFFICE USE ONLY
FILE NUMBER CUP - 124 - 2012 PROJECT NAME Multi-Family in GB-2
PRELIMINARY CONCEPT PLAN FOR:
LAGUNA FARMS SUBDIVISION
EAST SITE PLAN
TUCKER 3RD FLOOR
AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING REAL PROPERTY LOCATED AT 16852 CAN-ADA ROAD INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ZONING THE SAME GB2 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 at 16852 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 above, shall be zoned GB2.

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.


APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 20th DAY OF March____, 2006.

Approved:

By __________________________
Mayor
State of Idaho

Canyon County

On this 20 day of March, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Dale and Diana Lambing known to be the Mayor and City Clerk, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

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

Julie Lockey
Residing at: Nampa, Canyon County, Idaho
My Commission Expires: 05/11/2011
DESCRIPTION FOR
DENNIS M. BAKER & ASSOCIATES
IN GOVERNMENT LOT 1 AND THE NE ¼ NW ¼, SECTION 7
T. 3N., R.1W., B.M.,
CANYON COUNTY, IDAHO

A portion of Government Lot 1 and the NE ¼ NW ¼, Section 7, T.3N., R.1W., B.M.,
Canyon County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of Government Lot 1, Section 7, T.3N., R.1W.,
B.M., Canyon County, Idaho and running N. 0°38'38" E. 321.00 feet along the Westerly
boundary of said Lot 1 to the TRUE POINT OF BEGINNING;

thence continuing N. 0°38'38" E. 400.89 feet along the said Westerly boundary of
Lot 1 to a point which bears S. 0° 38'38" W. 604.79 feet from the Northwest corner of said
Section 7;

thence S. 89°19'01" E. 40.00 feet along a line parallel with the Southerly boundary of
said Lot 1, Section 7 to a 5/8-inch iron pin;

thence continuing S. 89°19'01" E. 906.86 feet along said parallel line to a 5/8-inch
iron pin on a line which is 40.00 feet, measured at right angles, Southwesterly from the
center line of the Purdam Gulch Drain;

thence continuing S. 89°19'01" E. 79.81 feet along a line parallel with the said
Southerly boundary of Lot 1 to a point on the said center line of the Purdam Gulch Drain;

thence S. 59°14'21" E. 205.93 feet along the said center line of the Purdam Gulch
Drain to a point;

thence S. 59°33'02" E. 1,135.28 feet along said center line of the Purdam Gulch Drain
to an angle point therein;

thence S. 65°16'39" E. 102.99 feet along said centerline of the Purdam Gulch Drain
to a point on the center line of the Phyllis Canal;

thence S. 07°20'07" W. 13.19 feet along said center line of the Phyllis Canal to a
point on the said Southerly boundary of Lot 1, Section 7;

thence N. 89°19'01" W. 67.29 feet along said Southerly boundary of Lot 1 to a
5/8-inch iron pin which is 40.00 feet, measured at right angles, Southwesterly from the
said center line of the Purdam Gulch Drain;

thence continuing N. 89°19'01" W. 1,881.74 feet along said Southerly boundary of
Lot 1 to a 5/8-inch iron pin;
thence N. 00°38'38" E. 321.00 feet along a line parallel with the said Westerly boundary of Lot 1 to a 5/8-inch iron pin;

thence N. 89°19'01" W. 293.36 feet along a line parallel with the said Southerly boundary of Lot 1 to a 5/8-inch iron pin;

thence continuing N. 89°19'01" W. 40.00 feet along a line parallel with the Southerly boundary of Lot 1 to the Point of Beginning.

Containing 24.99 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and/or appearing on said above described parcel.

Prepared by:

J-U-B ENGINEERS, Inc.
DEVELOPMENT AGREEMENT AND ANNEXATION TO GB2 (GATEWAY BUSINESS 2)
NW1/4 SECTION 7, T3N, R1W
16852 CANADA RD, 24.99 ACRES
FOR QUALIFICATION AND PARTICIPATION IN THE PROPOSED LID TO EXTEND SEWER SERVICES TO THE BIRCH DRAINAGE AREA FOR BB ONE, LLC
PROJECT: 13-0551 PARCEL B
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this \textit{20}^{th} day of \textit{March}, 2006 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and BB One, L.L.C., hereinafter referred to as "Owner/Developer."

RECATALS

A. Owner/Developer is the owner of approximately 24.99 acres of real property legally described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Owner/Developer applied to City on January 21, 2005 (the "date of application") for annexation of the Property into City and for rezoning of the Property to GB2 (Gateway Business 2) in anticipation of the development and construction of a commercial development (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 GB2 (Gateway Business 2) subject to the terms and commitments contained in this Agreement.

AGREEMENT

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

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties' commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation.

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

4. 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.

5. 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.

6. 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.

7. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is filed. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this agreement or the annexation pursuant thereto.

8. 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.

9. 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 affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
10. 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.

11. 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.

12. 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.

13. 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

[Signature]
Tom Dale, Mayor

[Signature]
Diana Lambing, City Clerk

OWNER/DEVELOPER

BB One L.L.C.

[Signature]
Dennis M. Baker, Member
On this 10th day of March, in the year of 2006, before me, Deborah L. Bishop, personally appeared Tom Dale, known or identified to me, to be the Mayor of the City of Nampa, whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same, and was so authorized to do so for and on behalf of said City of Nampa.

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

Deborah L. Bishop
Notary Public for State of Idaho
Residing at Nampa, Canyon County, Idaho

STATE OF IDAHO )
) ss.
County of Canyon )

On this 21st day of December, in the year of 2005, before me, David E. Sells, personally appeared Dennis M. Baker, member of BB Two L.L.C., known or identified to me, to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same, for and on behalf of BB Two L.L.C.

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

David E. Sells
Notary Public for State of Idaho
Residing at Nampa, Idaho
Commission Expires: 12-28-2011
DESCRIPTION FOR
DENNIS M. BAKER & ASSOCIATES
IN GOVERNMENT LOT 1 AND THE NE 1/4 NW 1/4, SECTION 7
T. 3N., R.1W., B.M.,
CANYON COUNTY, IDAHO

A portion of Government Lot 1 and the NE 1/4 NW 1/4, Section 7, T.3N., R.1W., B.M.,
Canyon County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of Government Lot 1, Section 7, T.3N., R.1W.,
B.M., Canyon County, Idaho and running N. 0°38'38" E. 321.00 feet along the Westerly
boundary of said Lot 1 to the TRUE POINT OF BEGINNING;

thence continuing N. 0°38'38" E. 400.89 feet along the said Westerly boundary of
Lot 1 to a point which bears S. 0° 38'38" W. 604.79 feet from the Northwest corner of said
Section 7;

thence S. 89°19'01" E. 40.00 feet along a line parallel with the Southerly boundary of
said Lot 1, Section 7 to a 5/8-inch iron pin;

thence continuing S. 89°19'01" E. 906.86 feet along said parallel line to a 5/8-inch
iron pin on a line which is 40.00 feet, measured at right angles, Southwesterly from the
center line of the Purdam Gulch Drain;

thence continuing S. 89°19'01" E. 79.81 feet along a line parallel with the said
Southerly boundary of Lot 1 to a point on the said center line of the Purdam Gulch Drain;

thence S. 59°14'21" E. 205.93 feet along the said center line of the Purdam Gulch
Drain to a point;

thence S. 59°33'02" E. 1,135.28 feet along said center line of the Purdam Gulch Drain
to an angle point therein;

thence S. 65°16'39" E. 102.99 feet along said centerline of the Purdam Gulch Drain
to a point on the center line of the Phyllis Canal;

thence S. 07°20'07" W. 13.19 feet along said center line of the Phyllis Canal to a
point on the said Southerly boundary of Lot 1, Section 7;

thence N. 89°19'01" W. 67.29 feet along said Southerly boundary of Lot 1 to a
5/8-inch iron pin which is 40.00 feet, measured at right angles, Southwesterly from the
said center line of the Purdam Gulch Drain;

thence continuing N. 89°19'01" W. 1,881.74 feet along said Southerly boundary of
Lot 1 to a 5/8-inch iron pin;
thence N. 00°38'38" E. 321.00 feet along a line parallel with the said Westerly boundary of Lot 1 to a 5/8-inch iron pin;

thence N. 89°19'01" W. 293.36 feet along a line parallel with the said Southerly boundary of Lot 1 to a 5/8-inch iron pin;

thence continuing N. 89°19'01" W. 40.00 feet along a line parallel with the Southerly boundary of Lot 1 to the Point of Beginning.

Containing 24.99 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and/or appearing on said above described parcel.

Prepared by:

J-U-B ENGINEERS, Inc.

[Signature]

Dennis A. King, P.L.S.

DAK:de

40144
Legal/BlkGovt1Legal

2000000064
EXHIBIT “B”

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. 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 the adjacent public roadways.

3. No office or commercial use located on the Property shall be open before 6:00 a.m. in the mornings or after 11:00 p.m. in the evenings.

4. Building and Site Design: The facades and site development of new business buildings or complexes to be constructed on the Property shall comply with the following standards:
   a. Structure Placement: The “buildable” portions of properties shall accommodate a non-strip development design. Projects shall be designed to use the least number of vehicular access points, include landscaping and pedestrian benefits, and minimize any negative impact on adjoining properties. Detached sidewalks are encouraged.
   b. Building Orientation:
      - Buildings shall be oriented with primary consideration being given to the visual impact from arterial streets. The view from arterial streets should be dominated by the view of the primary or front building façade. External views of large expanses of parking lots are strongly discouraged.
      - Buildings shall be oriented to face the most primary, adjacent road to the property upon which they are proposed to be constructed.
      - Loading docks shall not face the front of the property. Also, loading docks shall not face the front of any adjacent principle building when possible, nor any residential use or zoned area.
   c. Building Exteriors: Facades shall include architectural characteristics which are compatible with the adjoining development and shall be consistent on each building face that is exposed to view from the public right-of-way and/or adjacent to residential use or zone.
      - Buildings shall include changes in plain such as cornices, bases, fenestration, wainscoting, for at least 40% of the exterior wall area.
      - Building frontages greater than 100 feet in length shall have offsets, jogs or have other distinctive changes in the building façade.
      - Public entrances shall be easily identified and distinct from the remainder of the building, either through architectural form or use of color, material, and texture of the façade.
d. Exterior Finish Materials: Exterior finish materials shall be non-reflective and shall include at least three colors, textures and/or materials.
   - External building materials shall include masonry (e.g., brick, stone, concrete), and exterior insulation finish systems with allowances for accents utilizing alternative materials such as metal, split face block and glass curtain walls.
   - Black and/or bright colors are discouraged and are allowed to only cover 25% of the overall wall square footage.

e. Mechanical Units: Mechanical equipment and utilities shall be placed and installed in such a way as to have minimal impact on adjoining properties, and shall be screened from public view with either proper landscaping or by being contained within an enclosure consistent with the architecture of the main building.
   - Roof mounted: Mechanical vents protruding through the roof and similar features shall be painted so as to match the color of the roof. Exposed metal flashing or trim shall be anodized or painted to blend with the exterior colors of the building. Roof mounted mechanical shall be screened from public view from any street abutting the property by a screen wall enclosure consistent in appearance with the architectural treatment of the main building.
   - Ground mechanical equipment and utilities: Ground mounted equipment and utilities shall be placed and installed in such a way to have the least impact on adjoining properties, and shall be screened from public view with a combination of evergreen and deciduous bushes and trees, with a minimum of five feet continuous around utility, these shall be irrigated with landscaping fabric and ground cover, or, to be contained within an enclosure consistent with the architecture of the main building.

f. Overhead Doors: Where possible, overhead doors for service and/or repair activities and/or loading/unloading activities shall be located at the side of a building which lies opposite to any residential use/zone unless some form of screening such as a wall, landscape berm or other barrier is used to separate the two.

5. Lighting Standards:
   a. All exterior structure lighting shall be shielded, screened, and/or shuttered with ninety degree (90) cutoff luminaries and shall be otherwise directed so as to prevent illumination of adjoining properties, particularly when located adjoining or across the street from residentially used or zoned properties.
      - The height of a freestanding light fixture (e.g., in a parking lot area) shall not exceed twenty five feet (25') or the height of the principal permitted structure, whichever is less. Parking area lights shall use ninety (90) degree cutoff luminaries ("down lighting"). Building mounted lights shall not be higher than twenty-five (25') feet from ground level.
      - Electrical feeds to outdoor light fixtures shall be placed underground not overhead.
      - All lights on site shall be consistent in style, design, height, size and color.
      - Lighting to highlight or illuminate architecture and signs shall be attractive without significant spillage of light upward or downward.
      - Pedestrian circulation routes shall be illuminated.
Floodlights shall not be allowed.
Metal halide bulbs shall not be used.

6. Fencing/Screening: Fencing of anything other than mechanical or maintenance-related equipment or stored inventory or trash receptacles is prohibited. Trash receptacles shall be screened with durable materials as found on the related building’s facade.

7. Trash Receptacles: Trash receptacles shall be located in service areas at side or rear yards and not visible from streets abutting a property. Receptacles shall be screened as noted in the above paragraph.

8. Signs used on the Property shall comply with all of the underlying provisions of the city sign code for the applicable zone. In addition the following shall govern the provision of advertising signage on the property:
   a. Only signs for building/business identification, public safety and way finding shall be permitted.
   b. Business signs shall be attractively illuminated without excessive spillage of light upward or outward.
   c. Signs that are wholly or in part electronic message center displays shall not be allowed notwithstanding any other provision of city code that makes allowances for electronic reader board signs.
   d. Neon lighting is not and shall not be allowed.
   e. The color and materials used for the signs shall feature materials, color, and texture of the building for which they advertise.

9. Landscaping: The following landscape standards (in addition to those listed in Title 10, Chapters 22 and 33) shall apply to new building construction:
   a. Location(s) and Quantity of Landscaping Required:
      - General Location Requirement: Landscaping shall be emplaced on a site wherever a structure, pedestrian pathway or parking lot is not located.
      - Arrangement: Landscaping shall be arranged in a natural pattern designed by a landscape architect and shall serve to highlight buildings entrances and pedestrian plazas without encroaching into public right-of-way so as to impede pedestrian and vehicular views or intruding into required vision triangles.
      - Around Building Exteriors: Shrubs and flower beds shall be required around any new building’s exterior. They are also required in the front yard of the development to enhance the appearance of a building when viewed from a right-of-way that abuts the development site.
      - Screening: Needled evergreens may be used to help screen mechanical equipment and service areas.
• Growth Coverage: Plants used in landscaping around a building or on a development site shall be selected to complement the scale of the development area and any building(s) thereon.

b. Landscaping Components Requirements:
• Composition of added plants selected (aside from what is required by Title 10, Chapter 33 for a landscape strip along an arterial or collector street) shall be comprised of at least 50 percent flowering trees.
• Landscaping shall be designed so that 50% coverage of the site occurs after the first year and 90% coverage occurs after five years.

c. Storm Water Retention: Planter areas may be used to absorb onsite storm water in accordance with city storm water regulations.
Sylvia Mackrill

From: Mark Zirschky <mark@pioneerirrigation.com>
Sent: Friday, December 14, 2018 2:35 PM
To: Sylvia Mackrill
Cc: Maria Rodriguez; Kirk Meyers
Subject: CUP-00124-2018 Laguna Farms

Sylvia,

The above referenced and attached project may impact Pioneer Irrigation District’s Phyllis Canal and the Bureau of Reclamation’s Purdam Drain.

The Phyllis Canal has a 20 foot easement from top of bank along both sides of the canal.

The Purdam Drain has a 110 foot right of way, 55 feet from the center of drain on each side.

Per Idaho Statutes, 42-1209, written permission from Pioneer Irrigation District, or the Bureau of Reclamation must be obtained prior to any encroachment or modification to either facility.

Should you have any questions, please let me know.

Regards,

Mark Zirschky
Superintendent
Pioneer Irrigation District
208-459-3617
208-250-8481
December 3, 2018

Norman L. Holm, Planning Director
City of Nampa
411 3rd Street South
Nampa, ID 83651


Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comment on annexation or rezoning for the above-referenced application, as it lies outside of our District boundaries. Please contact Mark Zirschky (208) 459-3617 of Pioneer Irrigation, at P.O. Box 426 Caldwell, ID 83606-0426.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site NMID must review drainage plans. The developer must comply with Idaho Code 31-3805.

Sincerely,

[Signature]
David T. Duvall
Crew Foreman
Nampa & Meridian Irrigation District
DTD/ gnf

Cc
Office/ file
M. Zirschky, Pioneer Irrigation District
Hi Shellie,

Nampa Highway District #1 has no comments as the property is not within our jurisdiction.

Thank you,

Eddy

Good Morning Everyone! 😊


Kent Brown representing FIG Laguna Farms LLC has requested the following:

- Conditional Use Permit for 156 Two-Unit Townhomes in fourplex style buildings pertaining to Parcel #R3041700000 (1652 Idaho Center Blvd.) a 24.53-acre property in a GB2 (Gateway Business 2) zoning district in Government Lot 1 and the NE ¼ of the NW ¼ of Section 7, T3N, R1W, BM.
- Modify an Annexation and Zoning Related Development Agreement (Ord. 3554 – Instr. # 200629961) between BB One LLC and the City of Nampa by amending Exhibit B - Commitments and Conditions and introducing an Exhibit C - Preliminary Plat for Laguna Farm Apartments. Pertaining to Parcel #R3041700000 (1652 Idaho Center Blvd.) a 24.53-acre property in a GB2 (Gateway Business 2) zoning district in Government Lot 1 and the NE ¼ of the NW ¼ of Section 7, T3N, R1W, BM.
- Subdivision Plat Preliminary Approval for Laguna Farms Subdivision (2 Commercial Lots and 156 Two-Unit Townhome Lots for a total of 312 dwelling units on 22.53 acres for 13.8 dwelling units per gross acre). Pertaining to Parcel #R3041700000 (1652 Idaho Center Blvd.) a 24.53-acre property in a GB2 (Gateway Business 2) zoning district in Government Lot 1 and the NE ¼ of the NW ¼ of Section 7, T3N, R1W, BM.

These applications are scheduled to go before the Planning and Zoning Commission as a public hearing item on the January 08, 2019 agenda.

Please find attached the SPP-00035-2018 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) prior to December 26, 2018.
Laguna Farms Subdivision aligns with the Future Land Use Map. Internal pathways and sidewalks allow for residents to walk within the subdivision. Unfortunately, none of the associated schools are within walking or biking distance of the subdivision.

Associated Schools:

Birch Elementary – The subdivision is not within walking distance of the Elementary School (1.3 miles). The subdivision is within biking distance via sidewalks on Idaho Center Blvd and bike lanes or sidewalks on Birch Lane.

Sage Valley Middle School - The subdivision is not within walking distance of the Middle School (5.8 miles)

Ridgeway High School - The subdivision is not within walking distance of the High School (4.4 miles)