PLANNING & ZONING DEPARTMENT

Before the Planning & Zoning Commission
Meeting of 9 APRIL 2019

PUBLIC HEARING ITEM NO. 1 & 2
STAFF REPORT

Analyst: Kristi Watkins
Applicant(s): Providence Properties as Applicant/Kent Brown as representative(s)
File(s): ZMA 104-19 & DAMO 028-19 & SPP 039-19

Requested/Needful Action Approval(s)/Recommendation(s):

1. Rezone a portion of land from RS 8.5 (Single-Family Residential) to RS-7 (Single-Family Residential) and expand the existing RP zone; and,

   (Decision Required: Recommendation)

3. Modification of a Development Agreement (land use contract) of Ordinance 3771 recorded on February 8, 2008 as Instrument # 2008006946 and Ordinance 3772 recorded on February 8, 2008 as Instrument # 2008006947 replacing with new Recitals, Conditions, Elevations and Preliminary Plat to convert the originally approved RP and RS 8.5 zoned development to RP & RS 7 zoned development and,

   (Decision Required: Recommendation)

4. Preliminary Plat for Brownstone Estates for 14 Fourplex lots for a total of 56 multiple family dwelling units on 6.63 acres for 8.8 units per gross acre, and 94 single family detached dwellings on 24.36 acres for 3.85 units per gross acre.

   (Decision Required: Recommendation)

Pertaining to:
One (1) parcel of land located at 12203 Karcher Rd totaling some 30.53 acres, positioned in the NE ¼ of the NE ¼ of Section 13, T3N, R3W, Boise Meridian, Canyon County, Nampa, also referred to as Parcel #R3279600000 (hereinafter the “Property”)...
History:


2/3/2008 – Comprehensive Plan Amendment, Rezone from RA to RS 8.5, (Ord. 3772, 07.5-07167), Rezone from RA to RP, (Ord. 3771, 07.5-07167), Development Agreement based on a concept plan for professional offices in the RP zone and single-family residential lots in the RS8.5 zone, Preliminary Plat for Carrington Place Subdivision (P & Z Approved January 2008), for Quantum Investments.

5/5/2008 – Carrington Place Subdivision – 29 lots on 8.02 acres, Final Plat approval.

5/5/10 – Carrington Place Subdivision - Final Plat extension Request

RE-ZONING CONCLUSIONS OF LAW

10-2-3 (C) Annexations and/or Rezones/Zoning assignments must be reasonably necessary, in the interest of the public, further promote the purposes of zoning, and be in agreement with the adopted Comprehensive Plan for the neighborhood.

RE-ZONING FINDINGS OF FACT

PERTAINING TO THE APPROXIMATELY 6.36 ACRES OF LAND REQUESTED TO BE ZONED TO RP AND THE 24.86 ACRES OF LAND REQUESTED TO BE ZONED TO RS7:

Zoning: Regarding Applicant’s Proposed/Desired Annexation and Zoning Assignment Request Staff finds:

1. Current Jurisdiction/Status:
The Property is currently within Nampa City; Property appears from aerial imagery to be clear of structures and to be relatively flat open ground; Property is either owned or optioned by the Applicant(s); and,

2. Surrounding Zoning:
See attached Vicinity Map:

North: Canyon County – AG - (Caldwell Impact Area – Residential Estates [Low Density Residential = 2 d.u./acre])
South: RS6 PUD (Single Family Residential -6,000 sq. ft minimum lot size)
East: Canyon County - AG
West: Canyon County - AG

3. Immediately Surrounding Land Uses:
Generally: All areas immediately adjacent to this property are currently used for agricultural purposes. The two (2) properties to the northeast across Karcher and across the Karcher/Midway intersection are the Brown Bus, bus terminal and a Chevron Convenience Store/Fuel Station.
4. Proposed Zoning:

Pertaining to the RP Zoning expansion request:
The original RP zoned area was 3.55 acres and is requested to be expanded to 6.36 acres in and around the original location as it fronts Karcher Rd. This RP (Residential Professional) district is designed to accommodate residential (including multi-unit structures/projects) uses, and professional office developments. It is intended to be a less intensive land use district than a standard commercial zone and may be used as a buffer between the same and single-family residential areas; and,

Pertaining to the RS 7 Re-Zoning Request:
The original RS 8.5 area was 27.02 acres and is requested that 24.86 acres be rezoned to the RS 7 (Single Family Residential – 7,000 sq ft minimum lot size) district. This RS 7 district is designed to accommodate medium density single-family developments, 7,000 square foot lot sizes, and varied lot sizes with an average of 8,000 s.f. allowing for some smaller infill lots; and,

5. Reasonable:
That it may be variously argued that consideration for [re]zoning the Property is reasonable given that: a) the City has received an application to rezone the Property by amending its official zoning map by the Property owner or an Applicant having a valid, legal interest in the same; and, b) rezoning is a legally recognized legislative act long sanctioned under American administrative law; and, c) within the City of Nampa, zoning assignment is a long standing (and law sanctioned) practice; and, d) other lands in the vicinity of the Property have been zoned in such a way as to provide a transitional arrangement between commercial and single-family residential – whether viewed north south or east to west; and, e) the Property is eligible by law for consideration for rezoning; and, f) that the Applicant intends to develop the Property; and, g) City utility services are available to the Property (see aerial photo with utility lines displayed); and, h) emergency services are available to the Property; and,

6. Public Interest:
That Nampa has determined that it is in the public interest to provide multi use development opportunities and diverse land use types within its confines. Expressions of that policy are published in Nampa’s adopted Comprehensive/Master Plan, as well as embodied in its decisions to date regarding similar applications. Engineering has not called for a traffic impact study (TIS) to date for this proposal. The Applicant has presented argument(s) that a market need exists for the land use product they are seeking to develop on the Property (see Applicant’s narrative attached hereto); and,

7. Promotion of Zoning Purpose(s):
That among the general (and Nampa endorsed) purposes of zoning is to promote orderly, systematic development and patterns thereof which preserve and/or enhance public health, safety and welfare. Included in our residential zoning regulations, therefore, are standards governing commercial development which pertain to allowable land uses, building setbacks, building aesthetics, provision of parking and service drives, property landscaping, etc. While a preliminary plat was included with the application, Staff notes that any site development will be regulated by, and through, the building permit review process and will force application of zoning laws [including those iterated in Section 10-1-19 of Nampa’s zoning ordinance which, which together with
other zoning statutes govern building heights, setbacks, landscaping, parking lot layout and striping, lighting and design of buildings and the parking area, etc.] against any construction on the Property; and,

8. Services:
That utility and emergency services are/can be made available to the Property (see aerial photo with utility lines displayed and City Engineering memorandum hereto attached); and,

Note:
The preceding general statements are offered as possible [preliminary] positive oriented findings, and are not intended to be all inclusive or inarguable. They are simply provided to the Commission in the event that the requested entitlements are recommended to Council for approval.

In summary, the Property may be zoned RP and RS 7, but nothing will [ultimately] force the Council to do so as it acts in its quasi-judicial capacity to decide on the proper land use zone/district to assign to the Property. Given the findings noted above, however, the expansion of the RP zoning and the rezone from RS 8.5 to RS 7 is certainly an "entertainable" request and is recommended for this property...

DEVELOPMENT AGREEMENT MODIFICATION

Criteria to guide the Commission in making a recommendation to Council regarding a proposed Development Agreement 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 -- this application becomes a purely discretionary matter/decision on the part of the City in reaction to this DA contract modification application. In other words, whether to recommend favorably to the City Council that the change(s), as contemplated by the application that instigated this report, be approved or approved with some alterations is thus a subjective decision for the Commission to make.

Attached, is a copy of Ordinance 3771 recorded on February 8, 2008 as Instrument # 2008006946 and Ordinance 3772 recorded on February 8, 2008 as Instrument # 2008006947 which has, as a part thereof, the Development Agreement referenced by this report. The request is to replace the two (2) previous Development Agreements in their entirety with a newly formed Development Agreement more applicable to the proposed zones and development.

As the process of rezoning and Development Agreement modification is a two-step endeavor, the applicant will prepare a new Development Agreement document for Council's review prior to the 3rd reading of the ordinance that will/would enact the Development Agreement Modification.

An approved Development Agreement, associated with an approved development plan, building style and type, and, density is already assigned to the Property (Ord. # 3771 & 3772). That entitlement runs [still] with the land. The present application before the Commission proposes a change to the original Agreement, including replacing the approved concept site plan (i.e., parking lot and building layout, building design) with the four-plex layout (as shown in the preliminary plat) for the RP zoned portion of the property and elevations and minimum lot size requirements for the RS 7 zoned portion of the property.
PRELIMINARY PLAT

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

**Overall Site Area**: 30.53 acres

**Total, Proposed Lot Count**: 120

**Total Common Lot Count**: 12

**Total Building Lot Count**: 94 Single Family, 14 Multi-Family

**Regarding “RS 7 Building Lots”:**

- **Min. Allowed RS 7 Bldg. (or “Master”) Lot Size**: 7,000 sq. ft.
- **Min. Proposed RS 7 Bldg. Lot Size**: 4,000 sq. ft.
- **Min. Allowed Avg. RS 7 Bldg. Lot Size**: 8,000 sq. ft.
- **Min. Proposed Avg. RS 7 Bldg. Lot Size**: 8,329 sq. ft.

**Periphery Compatibility Applicability**

n/a

- **Min. Req. St. Frontage RS 7 Zone**: 70' (feet);
- **Min. Allowed RS 7 (or “Master”) Bldg. Lot Widths**: 50' at the 20' front setback mark;
- **Min. Allowed RS 7 Bldg. Mean Lot Depths**: 70'

**Plat Development Data/Notes:**

Per plat sheets

**Regarding “RP Building Lots” (four-plex lots)**

- **Min. Allowed RP Bldg. (four-plex) Lot Size**: 8,700 sq. ft.
- **Min. Proposed RP Bldg. (four-plex) Lot Size**: 8,702 sq. ft.

**Periphery Compatibility Applicability**

n/a

- **Min. Req. Street Frontage RP Zone**: 50' (feet);
- **Min. Proposed RP Bldg. (four-plex) Bldg. Lot Widths**: 73';
- **Min. Proposed RP Bldg. (four-plex) Mean Lot Depths**: 112'

**Plat Development Data/Notes:**

Per plat sheets
The matter or act of plat review before the Commission by virtue of the application package made the subject of this report 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 § 10-10, 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 RS 7 zoning, this requirement applies...all master or standard building lots meet or exceed 7,000 sq. ft. in area, with the exception of the 24 infill lots (the smallest building lot is 4,000 sq. ft. in area) and in conjunction with the RP zoning, this requirement applies...all master or standard building lots for four-plex buildings are to meet or exceed the 8,700 sq ft minimum lot size, 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 RS7 zoning, this requirement applies...all building lots meet or exceed an average of 8,000 sq. ft. in area (the average building lot is approx. 8,329 sq. ft. in area); therefore, the Plat is deemed compliant in this regard; and,

3. Lot Compatibility:
   This development does not currently abut another residentially developed property, this requirement does not apply; therefore, the Plat is deemed compliant in this regard; and,

4. Lot Width:
   All master lots, with the exception of the 24 infill lots, demonstrate required lot width; therefore, the Project is deemed compliant in this regard; and,

5. Lot Depth:
   All master lots, with the exception of the 24 infill lots, demonstrate required lot depth; therefore, the Project is deemed compliant in this regard; and,

7. Landscaping:
   A landscape plan was submitted with the application paperwork. Revisions will be required based on the City Planner and City Forester's comments hereto attached; and,

9. Misc./Correspondence:
   Any correspondence from agencies or the citizenry regarding the plat received by noon, April 3, 2019 is hereafter attached to this report. (Agency comments are usually geared towards recommending conditions for the Project should it be approved.)

Recommendation:
AGENCY COMMENTS in regards to the REZONE, DEVELOPMENT AGREEMENT MODIFICATION AND PRELIMINARY PLAT

a. Agency/City department comments have been received regarding this matter. Such correspondence as received from agencies or the citizenry regarding this application package [received by noon April 3, 2019] is hereafter attached.

1. An April 4, 2019, memorandum from the Nampa City Engineering Division, authored by Caleb Laclair indicates:
   a. License Agreements shall be obtained for improvements within Irrigation District Easements prior to construction drawing approval; and,
   b. A ROW permit shall be obtained from ITD for work within State HWY 55 ROW; and,
   c. A ROW permit shall be obtained from the City of Nampa for work within the Midland ROW; and,
   d. An Erosion & Sediment Control Permit shall be obtained from the City of Nampa prior to construction; and,
   e. Plat, access, drainage, water, sewer and pressure irrigation comments shall be addressed to obtain approval of construction drawings; and,

2. Submit the Traffic Impact Study to the Idaho Transportation Department for review; and,

3. Submit Idaho Transportation Department Traffic Impact Study comments to the City of Nampa Engineering Department and the Canyon Highway District #4 at the time of civil plan review; and,

4. ITD ROW Permit 3-18-380, applied for by the previous owner/applicant, was approved by Erika Bowen on May 26, 2016 for Karcher Rd and Midway Rd for a property zoned Commercial and Residential; and,

5. A March 8, 2019 memorandum from the Nampa City Engineering Division, GIS Section, authored by Alex Main indicating that there is a list of addressing/street naming comments/corrections required for the proposed Project; and,

6. A March 14, 2019 memorandum from the Nampa City Planner, Doug Critchfield in regards to the landscape plan with the following comments:
   a. Page L2.0- Note #14 – Change ‘City of Caldwell’ to ‘City of Nampa’;
   b. Page L2.0 – Add Note: “Builder Contractor shall obtain a fencing permit from the Nampa Building Department prior to construction of any fencing.”; and,

7. A March 12, 2019 email printout from the City Forestry Department authored by Carolynn Murray with the following comments:
   a. Please submit a plant list
b. Class 1 trees shall be planted within 20’ center of center power poles

c. No evergreens on public ROW including entrances to subdivisions; and,

8. A March 12, 2019 letter from the Nampa & Meridian Irrigation District authored by David Duvall indicating that they have no comment on the Project; and,

9. A March 11, 2019 memorandum from the Canyon Highway District #4 authored by Chris Hopper, P.E., in regards to access and traffic impacts on HWY 55 and the request to review comments from ITD as it pertains to improvement of/along HWY 55; and,

10. A March 29, 2019 letter from Idaho Transportation Department, authored by Sarah Arjona, Development Services Coordinator indicating the following:

   a. At full build out the access point on SH-55 will be restricted to right-in, right-out.
   b. The proposed spacing for unsignalized intersections, does not currently meet IDAPA requirements.
   c. The Traffic Impact Study needs to provide justification for access onto the State Highway System.
   d. ITD reserves the right to make further comment upon review of the Traffic Impact Study, which had not been submitted to ITD at the time of this letter.
   e. Applicant shall contact ITD to determine if the current TIS addresses all access and traffic concerns.
   f. Idaho Code does not allow advertising with the ROW of any State Highway; and,

11. On February 27, 2019, Neil Jones with the Nampa Building Department made a note in the EnerGov permitting program indicating they will require a top of foundation wall or finish floor elevation, on the construction plans before the final plat will be approved; and,

12. Staff has not received commentary from any surrounding property owners or neighbors either supporting or opposing this request.

**RECOMMENDED CONDITIONS OF APPROVAL**

Should the Commission vote to approve the Preliminary Plat request and recommend to the City Council that they approve the requested Rezone proposal and Development Agreement Modification(s) application, Staff would recommend that the Commission consider imposing the following Condition(s) of Approval against the requests/Applicant(s):

1. Provide a new Development Agreement document, to include RECITALS, CONDITIONS and EXHIBITS:
   a. Total Area to be zone RP and RS 7, legal descriptions,
   b. Intent for development layout, density, etc,
   c. Elevations of Four Plex and Single Family residential structures; and,
2. Provide revised street names as per memo from Alex Main; and,

3. Provide revised landscape plans as per memos from Planning and Forestry Departments; and,

4. Provide top of foundation wall or finish floor elevation, on the construction plans prior to final plat approval; and,

5. Provide Irrigation District License Agreements; and,

6. Apply for ROW and Erosion Control Permits with the City of Nampa; and,

7. Provide an approved ROW permit from ITD; and,

8. <Any other condition(s) as the Commission concludes befit(s) the application package...>

ATTACHMENTS

- Copy of Vicinity Map (page/Exhibit 10)
- Copy of Comprehensive Plan Map snippet (page/Exhibit 11)
- Copy of aerial of Property and surrounds (pages/Exhibits 12)
- Copy of aerial photo showing utility line locations and diameters – blue water, pink pressure irrigation, green sewer (page/Exhibit 13)
- Copies of Zoning Map Amendment [Rezone], Development Agreement Modification and Preliminary Plat Application forms (pages/Exhibits 14-21)
- Copy of legal description of Property and zoning areas (pages/Exhibits 22-26)
- Copy of Ord. No. 3771 & 3772 Development Agreement (pages/Exhibits 27-90)
- Copy of [any] inter-departmental/agency/citizen correspondence (pages/Exhibits 91+)
PROJECT LOCATION

BROWNSTONE ESTATES
Rezone, Development Agreement Modification & Preliminary Plat
ZMA-104, DAMO-128 & SPP-039-2019
3/29/2019
for illustrative purposes only

Visit Planning & Zoning at cityofnampa.us for more info.

http://cityofnampa.us/PlanningMaps/BZ-Zoning_Area.pdf
BROWNSTONE ESTATES

Rezone, Development Agreement
Modification & Preliminary Plat

ZMA-104, DAMO-128
& SPP-039-2019

3/29/2019

Visit Planning & Zoning at cityofnampa.us
for more info.
BROWNSTONE ESTATES
Rezone, Development Agreement Modification & Preliminary Plat

ZMA-104, DAMO-128
& SPP-039-2019

3/29/2019

Visit Planning & Zoning at cityofnampa.us for more info.
APPLICATION FOR AMENDMENT OF ZONING ORDINANCE OR MAP
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651 P: (208) 468-4487 F: (208) 465-2261

Nonrefundable Fee: $406.00 (1 acre or less) Nonrefundable Fee: $811.00 (more than 1 acre)
Or $213.00 for a text amendment

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<td>208-695-2000</td>
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<td>701 S ALLEN ST STE 401 / 3161 SPRINGWOOD DR</td>
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<td><a href="mailto:marmuth@hubblehomes.com">marmuth@hubblehomes.com</a></td>
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Please provide the following REQUIRED DOCUMENTATION:

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

**Project Description**
- State the zoning desired for the subject property: **TO REZONE THE PROPERTY TO RS 7 AND REVISE THE RP ZONING ON SITE TO MATCH TO NEW DESIGN AND LAYOUT**
- State (or attach a letter stating) the reason for the proposed change, together with any other information considered pertinent to the determination of the matter. In the case of a text amendment please attach the full text of the proposed amendment. **SEE ATTACHED LETTER**

Dated this **30th** day of **JANUARY**, 2019

Applicant Signature

This application will be referred to the Nampa Planning Commission for its consideration. The Planning Commission shall hold a public hearing on the application and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. In the case of map amendments notice shall also be posted on the premises not less than 1 week prior to the hearings and notices will be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.
APPLICATION FOR A DEVELOPMENT AGREEMENT - MODIFICATION
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651 P: (208) 468-4487 F: (208) 465-2261
Nonrefundable Fee: $452.00 (1 acre or less)  Nonrefundable Fee: $910.00 (more than 1 acre)

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

ADDRESS OF SUBJECT PROPERTY: 12203 KARCHER RD NAMPA

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

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

### Project Description

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

**MODIFY THE EXISTING DEVELOPMENT AGREEMENT TO MATCH THE BROWNSTONE**

**DESIGN AND LAYOUT**

Dated this 19 day of JANUARY, 2019  

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 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 hearings and should be present to answer any questions.

**OFFICE USE ONLY**

FILE NUMBER: DAMO-068 - 2019

PROJECT NAME: Brownstone Estates modify Ord #3482
### A. GENERAL INFORMATION

**Subdivision Name**  BROWNSTONE ESTATES

**Total Acres**

**Intended Land Uses**  Circle (residential, single-family, multi-family, commercial, industrial)

**Property Address(es)**  12203 KARCHER ROAD

**Legal Description**  SEE ATTACHED

**Canyon County Parcel Account Number(s)**  R3279600000

**Existing Zoning. (Circle one)**  RA  RSM  RD  RML  RMH  RP  BN  CB  BC  BF  IP  IL  IH  AG

### B. OWNER/ APPLICANT INFORMATION

**Owner of Record**

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</table>

**Engineer/Surveyor/Planner**

<table>
<thead>
<tr>
<th>Name</th>
<th>RICH TOMLINSON/ GREG CARTER /KENT BROWN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>3161 E SPRINGWOOD DR</td>
</tr>
<tr>
<td>City</td>
<td>MERIDIAN ID 83642</td>
</tr>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>208-871-6842</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:KENTLKB@GMAIL.COM">KENTLKB@GMAIL.COM</a></td>
</tr>
<tr>
<td>Fax</td>
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C. SUBDIVISION INFORMATION

<table>
<thead>
<tr>
<th>Lot Types</th>
<th>Number of Lots</th>
<th>Acres</th>
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<tr>
<td>Residential</td>
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<td>Dwelling units per acre (gross /net)</td>
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<td>Commercial</td>
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<tr>
<td>Industrial</td>
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<td>Common (Landscape, Utility, Other)</td>
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<td>30.53ac</td>
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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 1/30/19

For City Office Use Only

FEE $: ___________ CASH: _____ CHECK: _____ RECEIPT NO.: _______

DATE RECEIVED: ________ RECEIVED BY: ________ HEARING DATE: ________
AFFIDAVIT OF LEGAL INTEREST

STATE OF IDAHO  )
                   ) SS
COUNTY OF CANYON )

A. I, Linda R. Peterman, whose address is 12208 Karcher Rd., 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 Providence Properties, LLC, whose address is 701 South Aller St #104 Meridian, ID 83642, 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 17 day of January, 2019.

Signature

SUBSCRIBED AND SWORN to before me the 17th day of January, 2019.

Kara I. Fulcher
Notary Public for Idaho
Residing at: Meridian, ID
Commission Expires: 5-17-19
## Owner Information

<table>
<thead>
<tr>
<th>County</th>
<th>Canyon</th>
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<tr>
<td>Parcel</td>
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<tr>
<td>Property Address</td>
<td>12203 KARCHER RD</td>
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<td>NAMPA, ID</td>
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<tr>
<td>Primary Owner</td>
<td>PETERMAN NAMPA LLC</td>
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<td>Second Owner</td>
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<td>Owner Address</td>
<td>3865 N JULLION WAY</td>
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## Parcel Information

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<td>Legal 1</td>
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## Improvements

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<th>Flood District</th>
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<td>Ambulance District</td>
<td>653 AMBULANCE DISTRICT</td>
<td>School District</td>
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<td>775 COLLEGE OF WESTERN IDAHO</td>
<td>Water Sewer District</td>
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<td>Date Updated</td>
<td>2019-01-02</td>
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## Land Characteristics

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<td>01 Irr Ag</td>
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<td>20</td>
<td>20 City res lot/ac</td>
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## Related Instruments

## Parcel Changes

## Related Public Events - 3 Total

Data not verified by landproDATA
DESCRIPTION FOR
RP-ZONE
BROWNSTONE ESTATES SUBDIVISION

A parcel of land located in the NE 1/4 of the NE 1/4 of Section 13, Township 3 North, Range 3 West, Boise Meridian, Nampa, Canyon County, Idaho being more particularly described as follows:

Commencing at the NE corner of said Section 13 from which the E1/16 corner of said Section 13 bears South 89°21'46" West, 1325.46 feet,

thence along the North boundary line of said Section 13 South 89°24'46" West, 208.45 feet to the REAL POINT OF BEGINNING;

thence leaving said North boundary line South 05°39'07" East, 280.70 feet;

thence South 83°04'39" West, 172.43 feet;

thence South 28°25'30" West, 60.93 feet;

thence South 89°25'12" West, 667.79 feet;

thence North 08°35'47" East, 54.71 feet;

thence 12.10 feet along the arc of a curve to the right, said curve having a radius of 100.00 feet, a central angle of 06°56'06" and a long chord which bears North 12°03'50" East, 12.10 feet;

thence North 15°31'53" East, 155.11 feet;

thence 28.22 feet along the arc of a curve to the left, said curve having a radius of 100.00 feet, a central angle of 16°10'07" and a long chord which bears North 07°26'50" East, 28.13 feet;

thence North 00°38'14" West, 108.47 feet to a point on the North boundary line of said Section 13;

thence along said North boundary line North 89°21'46" East, 785.67 feet to the REAL POINT OF BEGINNING. Containing 6.36 acres, more or less.
KARCHER RD.
BASIS OF BEARING
S89°21'46"W 1325.46'
REAL POINT
OF BEGINNING
S89°21'46"W 785.67'

ZONE RP
6.36 ACRES

CURVE TABLE

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<th>LENGTH</th>
<th>CHORD DIST.</th>
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<td>12.10</td>
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<td>6°56'06&quot;</td>
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</table>

SCALE: 1" = 200'

RE-ZONE EXHIBIT DRAWING FOR
RP ZONE
BROWNSTONE ESTATES SUBDIVISION
LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 13
T.3N., R.3W., B.M., CANYON COUNTY, IDAHO
DESCRIPTION FOR
RS7-ZONE
BROWNSTONE ESTATES SUBDIVISION

A parcel of land located in the NE 1/4 of the NE 1/4 of Section 13, Township 3 North, Range 3 West, Boise Meridian, Nampa, Canyon County, Idaho being more particularly described as follows:

Commencing at the NE corner of said Section 13 from which the E1/16 corner of said Section 13 bears South 89°21'46" West, 1325.46 feet,

thence along the North boundary line of said Section 13 South 89°24'46" West, 208.45 feet

thence leaving said North boundary line South 05°39'07" East, 280.70 feet to the REAL POINT OF BEGINNING;

thence continuing South 05°39'07" East, 171.13 feet;

thence South 06°55'21" East, 611.48 feet;

thence 82.98 feet along the arc of a non-tangent curve to the left, said curve having a radius of 95.00 feet, a central angle of 50°02'55" and a long chord which bears South 31°56'52" East, 80.37 feet;

thence South 56°58'21" East, 39.31 feet to a point on the East boundary line of said Section 13;

thence along said East boundary line South 00°44'09" West, 178.79 feet to the N1/16 corner of said Section 13;

thence along the South boundary line of the NE 1/4 of the NE 1/4 of said Section 13 South 89°25'12" West, 942.56 feet;

thence leaving said South boundary line North 11°57'56" West, 273.41 feet;

thence North 35°04'07" West, 211.25 feet;

thence North 44°52'17" West, 127.20 feet;

thence North 37°51'33" West, 78.81 feet;

thence North 05°44'37" East, 151.94 feet;

thence North 08°35'47" East, 330.68 feet;

thence North 15°31'53" East, 151.18 feet;

thence North 24°48'30" East, 118.90 feet;

thence North 89°21'46" East, 126.68 feet;
thence South 00°38′14″ East, 108.47 feet;

thence 28.22 feet along the arc of a curve to the right, said curve having a radius of 100.00 feet, a central angle of 16°10′07″ and a long chord which bears South 07°26′50″ West, 28.13 feet;

thence South 15°31′53″ West, 155.11 feet;

thence 12.10 feet along the arc of a curve to the left, said curve having a radius of 100.00 feet, a central angle of 06°56′06″ and a long chord which bears South 12°03′50″ West, 12.10 feet;

thence South 08°35′47″ West, 54.71 feet;

thence North 89°25′12″ East, 667.79 feet;

thence North 28°25′30″ East, 60.93 feet to a point on the North boundary line of said Section 13;

thence along said North boundary line North 83°04′39″ East, 172.43 feet to the REAL POINT OF BEGINNING. Containing 24.86 acres, more or less.
ORDINANCE NO. 3771

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO CHANGING THE ZONE IDENTIFICATION SO AS TO REZONE APPROXIMATELY 3.55 ACRES OF REAL PROPERTY LOCATED AT 12203 KARCHER ROAD IN THE CITY OF NAMPA, CANYON COUNTY, IDAHO FROM RA TO RP SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

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

Section 1: That the following described real property consisting of approximately 3.55 acres of real property located at 12203 Karcher Road in the City of Nampa, Canyon County, Idaho, and all thereof, which has been until this date zoned RA be, and the same is hereby, rezone RP, and the use district or zone changed to RP, which said property so rezedon is described as follows, to wit:

See Exhibit A attached hereto and incorporated herein by this reference.

Property Address: 12203 KARCHER RD
NAMPA ID 83651-8108

Section 2: That this rezone ordinance is subject to and limited by that certain Development Agreement entered into between the parties.

Section 3: 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 [Signature]
Mayor
State of Idaho  

Canyon County  

On this 14th day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Dale and Diana Lambing known to be the Mayor and City Clerk, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

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

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

A PORTION OF THE NORTHEAST ¼ OF THE NORTHEAST ¼, SECTION 13, TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO

A portion of the Northeast ¼ of the Northeast ¼, Section 13, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Commencing at a found Brass cap monument at the Northeast Section corner of said Section 13, from which a found Railroad Spike at the ¼ Corner common to said Sections 12 and 13 bears South 89°21'46" West a distance of 2650.91 feet;

thence along the North line of said Section 13, South 89°21'46" West a distance of 968.51;

thence South 00°38'14" East a distance of 33.00 feet to the TRUE POINT OF BEGINNING on the south Right-of-Way of Karcher Road;

thence South 00°38'14" East a distance of 22.11 feet to a point at the beginning of a curve to the right;

thence along said curve to the right having a length of 77.68 feet, a radius of 228 feet, a central angle of 19°31'18", tangents of 39.22 feet, and a long chord which bears South 09°07'25" West, a chord distance of 77.31 feet to a point;

thence South 18°53'04" West a distance of 31.15 feet to a point;

thence South 00°12'05" East a distance of 71.71 feet to a point;

thence North 89°23'53" East a distance of 592.72 feet to a point;

thence North 84°27'06" East a distance of 211.00 feet to a point on the center line of the Isaiah Drain;

thence along said center line of the Isaiah Drain North 05°39'07" West a distance of 182.37 feet to a point on the south Right-of-Way of Karcher Road;

thence along said south Right-of-Way South 89°21'46" West a distance of 762.95 feet to the TRUE POINT OF BEGINNING.

Containing 3.551 acres; 154,695 square feet more or less.
Subject to all easements and rights-of-way of record or as otherwise may exist.

The Basis of Bearings for this description was established by G.P.S. survey techniques, projected to the Idaho State Plane Coordinate system, NAD 83 Datum, West Zone. All bearings shown are on grid azimuth. The convergence angle of -00°36'32.1" was calculated at the northeast corner of Section 13. The bearing from the found Brass Cap Monument marking the Northeast corner of Section 13 to the found Railroad Spike marking the North Quarter Corner of Section 13 is South 89°21'46" West.

Timothy J. Fox  PLS 7612  END OF DESCRIPTION
REZONE FROM RA (SUBURBAN RESIDENTIAL) TO RP (RESIDENTIAL PROFESSIONAL) FOR 3.56 ACRES AT 12203 KARCHER RD. (AN APPROXIMATE 30.53 ACRE PORTION OF THE NE ¼ OF THE NE ¼, SECTION 13, T3N, R3W, BM) FOR QUANTUM INVESTMENTS REALTY LLC.
PROJECT #:07.5-07167
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”), is made and entered into this 4th day of February, 2008 (the “Effective Date”), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the “City,” and Entrust Administration, Inc. FBO Jerry P. Rodman IRA Account #28504, and, Quantum Investments Realty (a Utah limited liability company), hereinafter collectively and severally referred to as “Owner/Developer.”

RECITALS

A. Owner/Developer is the owner of approximately 30.57 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 May 15, 2007 (the “date of application”) for rezone of the Property from City RA (Suburban Residential) zoning to RP (Residential Professional) for 3.55 acres, and from RA to RS 8.5 (Single Family Residential – 8,500 sq. ft. min. bldg. lot size) for 27.02 acres in anticipation of the development and construction of a subdivision (the “Project”).

C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to rezone the Property and enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.

D. City’s Planning and Zoning Commission and City’s City Council have held public hearings as prescribed by law with respect to the annexation, rezoning and development of the Property and this Agreement. City has approved the requested rezoning of the Property to RP and RS 8.5 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 one of the six different conceptual plans attached hereto as Exhibit “B” and made a part hereof (the “Conceptual Plan, Professional Office Designs, and Single-Family Dwelling [Unit] Designs”); provided, however, that Owner/Developer shall have limited flexibility to develop the Property to meet market conditions, and the only specific commitments concerning development of the Project which Owner/Developer is making are set forth herein. Upon recordation of this Agreement,
Owner/Developer shall have all approvals required from City for development of the Project in general conformance with the Conceptual Plan.

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

4. The provisions and stipulations of this Agreement shall be binding on City, Owner/Developer, each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in the conditions of approval attached hereto as Exhibit “C”, and by this reference incorporated herein.

5. This Agreement may be modified only by the written agreement of Owner/Developer and the City after complying with the notice and hearing procedures required under Idaho Code Section 67-6511A or Nampa City Code Section 10-2-5(D) or successor provisions.

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

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

8. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is file. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this Agreement or the annexation pursuant thereto.
9. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, Owner/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

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

11. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner/Developer and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, whether 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-interest or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.

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

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

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

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

b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner/Developer shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting party’s seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity, but in any
event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner/Developer for the portion of the Property still owned by Owner/Developer.

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

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

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

CITY

City of Nampa, a municipal corporation

Tom Dale, Mayor

Attest: Diana Lambing, City Clerk

STATE OF IDAHO )
 ) ss.
County of Canyon )

On this 3rd day of October, 2007, before me the undersigned, a Notary Public in and for said State, 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 same day and year first above written.

Deborah L. Bishop
Notary Public for State of Idaho
Residing at Nampa, Canyon County, Idaho
Commission Expires: 6-15-2013

QUANTUM INVESTMENTS REALTY, LLC DEVELOPMENT AGREEMENT – Page 4
OWNER:
Entrust Administration, Inc. FBO Jerry P. Rodman IRA Account #28504

By:

Name: ______________________________
Its: ENTRUST ADMINISTRATION, INC.
BY: LATIN SEAL
ITS: AUTHORIZED SIGNER

APPROVED:

By: ________________________________

Jerry P. Rodman 1/4/08

STATE OF IDAHO )

County of __________ ) ss.

On this _____ day of January, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared __________________________, the ____________________ of Entrust Administration, Inc., known to me to be the person who executed the within and foregoing instrument for and on behalf of said corporation, and acknowledged to me that said corporation executed the same.

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

Notary Public for California
Residing at ____________________
Commission Expires ____________________

QUANTUM INVESTMENTS REALTY, LLC DEVELOPMENT AGREEMENT – Page 5
ACKNOWLEDGMENT

State of California
County of Alameda

On 01-08-08 before me, Irena Vann, Notary Public
(insert name and title of the officer)

personally appeared Latin Mean, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the Instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)
OWNER/DEVELOPER

Quantum Investments Realty, LLC, an Utah limited liability company

Steven D. Tobias, its Manager

STATE OF UTAH )
) ss.
County of Salt Lake )

On this 29th day of August, 2007, before me the undersigned, a Notary Public in and for said State, personally appeared Steven D. Tobias, known or identified to me to be the manager of Quantum Investments Realty, LLC, an Utah limited liability company, the limited liability company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

Annette Cornia
Notary Public for State of Utah
Residing at South Jordan
Commission Expires: Sept 24, 2007

QUANTUM INVESTMENTS REALTY, LLC DEVELOPMENT AGREEMENT - Page 5 -b
EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

(To be attached)
A PORTION OF THE NORTHEAST ¼ OF THE NORTHEAST ¼, SECTION 13,
TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY,
IDaho

A portion of the Northeast ¼ of the Northeast 1/4, Section 13, Township 3 North, Range 3
West, Boise Meridian, Canyon County, Idaho.

Commencing at a found Brass cap monument at the Northeast Section corner of said
Section 13, from which a found Railroad Spike at the ¼ Corner common to said Sections
12 and 13 bears South 89°21’46” West a distance of 2650.91 feet;

thence along the North line of said Section 13, South 89°21’46” West a distance of 968.51;

thence South 00°38’14” East a distance of 33.00 feet to the TRUE POINT OF BEGINNING
on the south Right-of-Way of Karcher Road;

thence South 00°38’14” East a distance of 22.11 feet to a point at the beginning of a curve
to the right;

thence along said curve to the right having a length of 77.68 feet, a radius of 228 feet, a
central angle of 19°31’18”, tangents of 39.22 feet, and a long chord which bears South
09°07’25” West, a chord distance of 77.31 feet to a point;

thence South 18°53’04” West a distance of 31.15 feet to a point;

thence South 00°12’05” East a distance of 71.71 feet to a point;

thence North 89°23’53” East a distance of 592.72 feet to a point;

thence North 84°27’06” East a distance of 211.00 feet to a point on the center line of the
Isaiah Drain;

thence along said center line of the Isaiah Drain North 05°39’07” West a distance of 182.37
feet to a point on the south Right-of-Way of Karcher Road;

thence along said south Right-of-Way South 89°21’46” West a distance of 762.95 feet to
the TRUE POINT OF BEGINNING.

Containing 3.551 acres; 154,695 square feet more or less.
Subject to all easements and rights-of-way of record or as otherwise may exist.

The Basis of Bearings for this description was established by G.P.S. survey techniques, projected to the Idaho State Plane Coordinate system, NAD 83 Datum, West Zone. All bearings shown are on grid azimuth. The convergence angle of -00°36'32.1" was calculated at the northeast corner of Section 13. The bearing from the found Brass Cap Monument marking the Northeast corner of Section 13 to the found Railroad Spike marking the North Quarter Corner of Section 13 is South 89°21'46" West.

Timothy J. Fox  PLS 7612  END OF DESCRIPTION
A PORTION OF THE NORTHEAST ¼ OF THE NORTHEAST ¼, SECTION 13,
TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY,
IDAHO

A portion of the Northeast ¼ of the Northeast 1/4, Section 13, Township 3 North, Range 3
West, Boise Meridian, Canyon County, Idaho.

Commencing at a found Brass cap monument at the Northeast Section corner of said
Section 13, from which a found Railroad Spike at the ¼ Corner common to said Sections
12 and 13 bears South 89°21'46" West a distance of 2650.91 feet;

thence along the East line of said Section 13, South 00°44'09" West a distance of 1148.70
feet to a set spike at the TRUE POINT OF BEGINNING from which a set 5/8 inch rebar
with plastic cap stamped "FLSI PLS 7612" bears South 33°47'18" West a distance of 55.00
feet;

thence continuing along said East Section line, South 00°44'09" West a distance of 178.79
feet to a found 5/8 inch rebar with cap, cap illegible, at the North 1/16 of said Section 13,
from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" bears South
89°25'12" West a distance of 30.00 feet;

thence along the North 1/16 line of said Section 13, South 89°25'12" West a distance of
942.56 feet to a point on the center line of the Stone Lateral, from which a set 5/8 inch
rebar with plastic cap stamped "FLSI PLS 7612" bears North 89°25'12 East a distance of
20.00 feet, also from which a found ¾ inch rebar with plastic cap stamped "PLS 972" bears
South 89°25'12 West a distance of 20.00 feet;

thence North 11°57'56" West a distance of 273.41 feet, from which a set 5/8 inch rebar
with plastic cap bears North 65°28'58" East a distance of 15.00 feet;

thence North 35°04'07" West a distance of 211.25 feet, from which a set 5/8 inch rebar
with plastic cap bears North 46°54'56" East a distance of 18.30 feet;

thence North 44°52'17" West a distance of 127.20 feet, from which a set 5/8 inch rebar
with plastic cap bears North 44°26'02" East a distance of 18.50 feet;

thence North 37°51'33" West a distance of 78.81 feet, from which a set 5/8 inch rebar with
plastic cap bears North 73°56'32" East a distance of 15.00 feet;

thence North 05°44'37" East a distance of 151.94 feet, from which a set 5/8 inch rebar with
plastic cap bears South 82°49'48" East a distance of 20.00 feet;

thence North 08°35'47" East a distance of 330.68 feet, from which a set 5/8 inch rebar with
plastic cap bears South 78°24'04" East a distance of 21.00 feet;

thence North 15°31'53" East a distance of 151.18 feet, from which a set 5/8 inch rebar with
plastic cap bears South 69°49'43" East a distance of 20.00 feet;
thence North 24°48'41" East a distance of 82.36 feet to a point on the South Right-of-Way of Karcher Road, from which a set 5/8 inch rebar with plastic cap bears North 89°21'46" East a distance of 20.00 feet;

thence along said South Right-of-Way North 89°21'46" East a distance of 167.99 feet to a point;

thence South 00°38'14" East a distance of 22.11 feet to a point at the beginning of a curve to the right;

thence along said curve to the right having a length of 77.68 feet, a radius of 228 feet, a central angle of 19°31'18", tangents of 39.22 feet, and a long chord which bears South 09°07'25" West, a chord distance of 77.31 feet to a point;

thence South 18°53'04" West a distance of 31.15 feet to a point;

thence South 00°12'05" East a distance of 71.71 feet to a point;

thence North 89°23'53" East a distance of 592.72 feet to a point;

thence North 84°27'06" East a distance of 211.00 feet to a point on the center line of the Isaiah Drain;

thence along said center line of the Isaiah Drain the following courses and distances:

South 05°39'07" East a distance of 236.35 feet to a point, from which a set 5/8 inch rebar with plastic cap bears South 83°42'46" West a distance of 55.00 feet;

South 06°55'21" East a distance of 611.48 feet to the beginning of a curve to the left, from which a set 5/8 inch rebar with plastic cap bears South 83°04'39" West a distance of 55.00 feet;

thence along said curve to the left having a length of 82.99 feet, a radius of 95.00 feet, a central angle of 50°03'00", tangents of 44.35 feet, and a long chord which bears South 31°56'51" East, a distance of 80.37 feet to a point of tangency from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" bears South 33°01'39" West a distance of 55.00 feet;

thence South 56°58'21" East a distance of 39.31 feet to the TRUE POINT OF BEGINNING.

Containing 27.016 acres; 1,176,798 square feet more or less.

Subject to all easements and rights-of-way of record or as otherwise may exist.

The Basis of Bearings for this description was established by G.P.S. survey techniques, projected to the Idaho State Plane Coordinate system, NAD 83 Datum, West Zone. All bearings shown are on grid azimuth. The convergence angle of -00°36'32.1" was calculated at the northeast corner of Section 13. The bearing from the found Brass Cap Monument marking the Northeast corner of Section 13 to the found Railroad Spike marking the North Quarter Corner of Section 13 is South 89°21'46" West.
EXHIBIT “B”

CONCEPTUAL PLAN

QUANTUM INVESTMENTS REALTY, LLC DEVELOPMENT AGREEMENT – Page 7
SINGLE FAMILY DWELLING DESIGNS

Columbia Elevation A

Columbia Elevation B

QUANTUM INVESTMENTS REALTY, LLC DEVELOPMENT AGREEMENT – Page 9
EXHIBIT “C”
CONDITIONS OF APPROVAL

Conditions for RP (Residential Professional) zoned area:

1. This Development Agreement and the development proposed shall be subject to general conformance with the conceptual site plan and building designs attached hereto as Exhibits B and C, as provided by Owner.

2. All uses otherwise permitted under the RP (Residential Professional) zone classification shall be allowed on the Property.

3. Prior to the third reading of the annexation and zoning ordinance Owner shall dedicate the additional right-of-way area that is needed for the build out of Karcher Rd. (57’ from centerline, to be verified with ITD) and Midway Rd. (50’ from centerline) adjacent the property, and obtain the necessary approvals from ITD for the proposed Karcher Rd. access.

4. No office 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.

5. 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 5' depth 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.

g. Parking: Site development and uses shall conform to parking provisions set forth in Figure 1, Chapters 1 and 22 of Title 10, Planning & Zoning and ANSI accessibility codes. In addition, the following parking lot standards shall apply.

• Parking lots should be located to the side or rear of the primary or front building façade. Where geographic conflicts with this intent occur, landscaping should be used to buffer the visual impact of the parking area.
• A maximum of twenty (20) percent of parking spaces required shall be allowed in front of the building, a maximum eight (80) percent to the side of the building, and a minimum twenty (20) percent to the rear of the building.
• Large expanses of parking are highly discouraged and should instead be designed as smaller modules, separated by vegetation.
• No single parking lot shall contain over 70 parking spaces without at least a ten (10) foot wide vegetated break separating the parking area into two lots being emplaced.
· Newly constructed parking lots with thirty (30) or more parking spaces therein shall have perimeter vegetation designed to screen the lot from the view from adjacent streets and buildings.

h. Pedestrian Pathways: Pedestrian paths shall be established to enhance a site’s character and connections. Developments of one acre or more shall provide a pedestrian and bicycle circulation plan for the site.
· All onsite circulation systems shall incorporate a streetscape which includes sidewalks, pedestrian scale light standards and street trees.
· Pedestrian amenities shall include: detached sidewalks, connectivity of buildings and parking areas to public spaces and rights-of-way, the inclusion of public spaces for projects over 25,000 sq. ft. in gross floor space. These spaces are calculated at a formula of 10 sq. ft. of public space per 10,000 sq. ft. of gross floor space. These public spaces must include landscaping, seating, and connectivity to pedestrian routing.

6. 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.

7. 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.

8. 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.

9. 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 which displays flashing or moving 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.

10. 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.
Conditions for RS 8.5 (Single Family Residential – 8,500 sq. ft.) zoned area:

1. Residential subdivision developments proposed by Owner/Developer on the Property shall conform to the following minimum design standards:
   a. The average residential density for any subdivision development on the Property shall not exceed three (3) dwelling units per acre (Calculated according to the gross acreage of the development.)
   b. The minimum allowable residential buildable lot size within any development shall be eight thousand five hundred (8,500) square feet as allowed by the RS 8.5 zone classification.

2. The Owner/Developer shall establish and enforce Covenants, Conditions, and Restrictions to be recorded against the Property proposed for residential subdivision development which contain the following minimum design standards for single family dwellings:
   a. The minimum floor area or minimum dwelling size shall be one thousand six hundred (1,300) square feet, exclusive of the garage area.
   b. All dwellings shall be provided with eaves which project not less than twelve (12) inches beyond the side of the exterior wall.
   c. At least seventy-five (75) percent of the second story of two-story dwellings shall be set back a minimum of three (3) feet (from the wall plane) or set forward a minimum of two (2) feet (from the wall plane) when positioned over the garage; or two-story dwellings shall include architectural features such as but not limited to roof lines, belly bands, pop-outs, cantilevers, material variations, color variations, etc., and eave "eyebrows" constructed with a minimum overhang of thirty six (36) inches across the full width of the garage to break the plane of the lower and upper levels.
   d. The roof pitches for dwellings shall be a minimum of 5/12 pitch.
   e. Roof coverings for dwellings shall be of materials generally accepted as the industry standard. If the roof covering is asphalt shingles, shingles shall be “architectural” in style with a minimum warranty of twenty-five (25) years.
   f. Elevations of dwellings shall incorporate varied wall planes or roof forms, and main entries shall be defined by incorporating architectural elements such as roof gables, dormers, stairways, vestibules, wainscoting, lighting, etc.
   g. Elevations of dwellings, including the garage, shall include stucco, stone, brick, or similar material, covering at least twenty (20) percent of each façade oriented to a street.
   h. Dwellings shall be encouraged which feature a side entry garage.
   i. Dwellings shall include design features such as recessed windows and entrance doors, pop-outs, or other architectural details around windows, entrance doors, sliding glass doors, and garage doors. Window treatments may also include additional trim, Mullions, or shutters.
   j. No building elevation of any dwelling shall have less than five (5) percent of the gross wall area in glazing, excluding garage or unconditioned areas.
   k. Each dwelling shall contain a front porch, balcony or courtyard.
   l. Detached garages shall be architecturally compatible and consistent in material, design and colors with the dwelling and shall be situated to the side or rear of the site.
AFFIDAVIT OF PUBLICATION

STATE OF IDAHO

County of Canyon

Katherine Holmquist
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:

02/11/2008

STATE OF IDAHO

County of Canyon

On the 11th day of February in the year of 2008, before me, a Notary Public, personally appeared, Katherine Holmquist, 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.

Notary Public for Idaho
Residing at Nampa
My commission expires April 19, 2008
ORDINANCE NO. 3772

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO CHANGING THE ZONE IDENTIFICATION SO AS TO REZONE APPROXIMATELY 27.02 ACRES OF REAL PROPERTY LOCATED AT 12203 KARCHER ROAD IN THE CITY OF NAMPA, CANYON COUNTY, IDAHO FROM RA TO RS-8.5 SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

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

Section 1: That the following described real property consisting of approximately 27.02 acres of real property located at 12203 Karcher Road in the City of Nampa, Canyon County, Idaho, and all thereof, which has been until this date zoned RA be, and the same is hereby, rezoned RS-8.5, and the use district or zone changed to RS-8.5, which said property so rezoned is described as follows, to wit:

See Exhibit A attached hereto and incorporated herein by this reference.

Property Address: 12203 KARCHER RD
NAMPA ID 83651-8108

Section 2: That this rezone ordinance is subject to and limited by that certain Development Agreement entered into between the parties.

Section 3: 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 [Signature]

MAYOR

2008-06-947
State of Idaho  
Canyon County  

On this 4th day of February, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Dale and Diana Lambing known to be the Mayor and City Clerk, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

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

[Signature]
Julie Lockey
Residing at: Nampa, Canyon County, Idaho
My Commission Expires: 05/11/2011
RS-8.5 PROPERTY DESCRIPTION

A PORTION OF THE NORTHEAST ¼ OF THE NORTHEAST ¼, SECTION 13, TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO

A portion of the Northeast ¼ of the Northeast 1/4, Section 13, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Commencing at a found Brass cap monument at the Northeast Section corner of said Section 13, from which a found Railroad Spike at the ¼ Corner common to said Sections 12 and 13 bears South 89°21'46" West a distance of 2650.91 feet;
thence along the East line of said Section 13, South 00°04'09" West a distance of 1148.70 feet to a set spike at the TRUE POINT OF BEGINNING from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" bears South 33°47'18" West a distance of 55.00 feet;
thence continuing along said East Section line, South 00°04'09" West a distance of 178.79 feet to a found 5/8 inch rebar with cap, cap illegible, at the North 1/16 of said Section 13, from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" bears South 89°25'12" West a distance of 30.00 feet;
thence along the North 1/16 line of said Section 13, South 89°25'12" West a distance of 942.56 feet to a point on the center line of the Stone Lateral, from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" bears North 89°25'12" East a distance of 20.00 feet, also from which a found ½ inch rebar with plastic cap stamped "PLS 972" bears South 89°25'12" West a distance of 20.00 feet;
thence North 11°57'56" West a distance of 273.41 feet, from which a set 5/8 inch rebar with plastic cap bears North 66°28'58" East a distance of 15.00 feet;
thence North 35°04'07" West a distance of 211.25 feet, from which a set 5/8 inch rebar with plastic cap bears North 46°54'56" East a distance of 18.30 feet;
thence North 44°52'17" West a distance of 127.20 feet, from which a set 5/8 inch rebar with plastic cap bears North 44°26'02" East a distance of 18.50 feet;
thence North 37°51'33" West a distance of 78.81 feet, from which a set 5/8 inch rebar with plastic cap bears North 73°55'32" East a distance of 15.00 feet;
thence North 05°44'37" East a distance of 151.94 feet, from which a set 5/8 inch rebar with plastic cap bears South 82°49'48" East a distance of 20.00 feet;
thence North 08°35'47" East a distance of 330.68 feet, from which a set 5/8 inch rebar with plastic cap bears South 78°24'04" East a distance of 21.00 feet;
thence North 15°31'53" East a distance of 151.18 feet, from which a set 5/8 inch rebar with plastic cap bears South 69°49'43" East a distance of 20.00 feet;
thence North 24°48'41" East a distance of 82.36 feet to a point on the South Right-of-Way of Karcher Road, from which a set 5/8 inch rebar with plastic cap bears North 89°21'46" East a distance of 20.00 feet;

thence along said South Right-of-Way North 89°21'46" East a distance of 167.99 feet to a point;

thence South 00°38'14" East a distance of 22.11 feet to a point at the beginning of a curve to the right;

thence along said curve to the right having a length of 77.68 feet, a radius of 228 feet, a central angle of 19°31'18", tangents of 39.22 feet, and a long chord which bears South 09°07'25" West, a chord distance of 77.31 feet to a point;

thence South 18°53'04" West a distance of 31.15 feet to a point;

thence South 00°12'05" East a distance of 71.71 feet to a point;

thence North 89°23'53" East a distance of 592.72 feet to a point;

thence North 84°27'06" East a distance of 211.00 feet to a point on the center line of the Isaiah Drain;

thence along said center line of the Isaiah Drain the following courses and distances:

South 05°39'07" East a distance of 236.35 feet to a point, from which a set 5/8 inch rebar with plastic cap bears South 83°42'46" West a distance of 55.00 feet;

South 06°55'21" East a distance of 611.48 feet to the beginning of a curve to the left, from which a set 5/8 inch rebar with plastic cap bears South 83°04'39" West a distance of 55.00 feet;

thence along said curve to the left having a length of 82.99 feet, a radius of 95.00 feet, a central angle of 50°03'00", tangents of 44.35 feet, and a long chord which bears South 31°56'51" East, a distance of 80.37 feet to a point of tangency from which a set 5/8 inch rebar with plastic cap stamped "FLS1 PLS 7612" bears South 33°01'39" West a distance of 55.00 feet;

thence South 56°58'21" East a distance of 39.31 feet to the TRUE POINT OF BEGINNING.

Containing 27.016 acres; 1,176,798 square feet more or less.

Subject to all easements and rights-of-way of record or as otherwise may exist.

The Basis of Bearings for this description was established by G.P.S. survey techniques, projected to the Idaho State Plane Coordinate system, NAD 83 Datum, West Zone. All bearings shown are on grid azimuth. The convergence angle of -00°36'32.1" was calculated at the northeast corner of Section 13. The bearing from the found Brass Cap Monument marking the Northeast corner of Section 13 to the found Railroad Spike marking the North Quarter Corner of Section 13 is South 89°21'46" West.
REZONE FROM RA TO RS 8.5 (SINGLE FAMILY RESIDENTIAL - 8,500 SQ. FT.) FOR 27.02 ACRES AT 12203 KARCHER RD. (AN APPROXIMATE 30.53 ACRE PORTION OF THE NE ¼ OF THE NE ¼, SECTION 13, T3N, R3W, BM) FOR QUANTUM INVESTMENTS REALTY LLC.
PROJECT #: 13-07-107

1 inch equals 500 feet
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this 4th day of February, 2008 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and Entrust Administration, Inc. FBO Jerry P. Rodman IRA Account #28504, and, Quantum Investments Realty (an Utah limited liability company), hereinafter collectively and severally referred to as "Owner/Developer."

RECITALS

A. Owner/Developer is the owner of approximately 30.57 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 May 15, 2007 (the "date of application") for rezone of the Property from City RA (Suburban Residential) zoning to RP (Residential Professional) for 3.55 acres, and from RA to RS 8.5 (Single Family Residential – 8,500 sq. ft. min. bldg. lot size) for 27.02 acres in anticipation of the development and construction of a subdivision (the "Project").

C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to rezone the Property and enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.

D. City’s Planning and Zoning Commission and City’s City Council have held public hearings as prescribed by law with respect to the annexation, rezoning and development of the Property and this Agreement. City has approved the requested rezoning of the Property to RP and RS 8.5 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 one of the six different conceptual plans attached hereto as Exhibit "B" and made a part hereof (the "Conceptual Plan, Professional Office Designs, and Single-Family Dwelling [Unit] Designs"); provided, however, that Owner/Developer shall have limited flexibility to develop the Property to meet market conditions, and the only specific commitments concerning development of the Project which Owner/Developer is making are set forth herein. Upon recordation of this Agreement,
Owner/Developer shall have all approvals required from City for development of the Project in general conformance with the Conceptual Plan.

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

4. The provisions and stipulations of this Agreement shall be binding on City, Owner/Developer, each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in the conditions of approval attached hereto as Exhibit “C”, and by this reference incorporated herein.

5. This Agreement may be modified only by the written agreement of Owner/Developer and the City after complying with the notice and hearing procedures required under Idaho Code Section 67-6511A or Nampa City Code Section 10-2-5(D) or successor provisions.

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

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

8. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is file. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this Agreement or the annexation pursuant thereto.
9. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, Owner/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

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

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

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

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

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

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

b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner/Developer shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting party’s seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity, but in any
event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner/Developer for the portion of the Property still owned by Owner/Developer.

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

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

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

CITY

City of Nampa, a municipal corporation

Tom Dale, Mayor

Attest: Diana Lambing, City Clerk

STATE OF IDAHO  
County of Canyon  

On this 3rd day of October, 2007, before me the undersigned, a Notary Public in and for said State, 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 Bishop  
Notary Public for State of Idaho  
Residing at Nampa, Canyon County, Idaho  
Commission Expires: 6-13-2013
OWNER:
Entrust Administration, Inc. FBO Jerry P. Rodman IRA Account #28504

By: [Signature]
Name: ENTRUST ADMINISTRATION, INC.
Its: ENTRUST ADMINISTRATION, INC.
BY: LATIN MEAN
ITS: AUTHORIZED SIGNER

APPROVED:

By: [Signature] Jerry P. Rodman 1/4/08

STATE OF IDAHO )
County of ss.

On this _____ day of January, 2008, before me, the undersigned, a Notary Public
in and for said State, personally appeared __________, the
________________________________________ of Entrust Administration, Inc., known to me to be the
person who executed the within and foregoing instrument for and on behalf of said
corporation, and acknowledged to me that said corporation executed the same.

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

Notary Public for California
Residing at _____________________________
Commission Expires ____________________
ACKNOWLEDGMENT

State of California
County of Alameda

On 01-08-08 before me, Irena Vann, Notary Public

(insert name and title of the officer)

personally appeared Latin Mean

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)
OWNER/DEVELOPER
Quantum Investments Realty, LLC, an Utah limited liability company

Steven D. Tobias, its Manager

STATE OF UTAH )
) ss.
County of Salt Lake )

On this 29th day of August, 2007, before me the undersigned, a Notary Public in and for said State, personally appeared Steven D. Tobias, known or identified to me to be the manager of Quantum Investments Realty, LLC, an Utah limited liability company, the limited liability company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

[Notary Seal]

Notary Public for State of Utah
Residing at South Jordan
Commission Expires: Sept 26, 2013

QUANTUM INVESTMENTS REALTY, LLC DEVELOPMENT AGREEMENT – Page 5 – 0
EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

(To be attached)
RS-8.5 PROPERTY DESCRIPTION

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 13,
TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY,
IDAHO

A portion of the Northeast ¼ of the Northeast ¼, Section 13, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Commencing at a found Brass cap monument at the Northeast Section corner of said Section 13, from which a found Railroad Spike at the ¼ Corner common to said Sections 12 and 13 bears South 89°21'46" West a distance of 2650.91 feet;

thence along the East line of said Section 13, South 00°44'09" West a distance of 1148.70 feet to a set spike at the TRUE POINT OF BEGINNING from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" bears South 33°47'18" West a distance of 55.00 feet;

thence continuing along said East Section line, South 00°44'09" West a distance of 178.79 feet to a found 5/8 inch rebar with cap, cap illegible, at the North 1/16 of said Section 13, from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" bears South 89°25'12" West a distance of 20.00 feet;

thence along the North 1/16 line of said Section 13, South 89°25'12" West a distance of 942.56 feet to a point on the center line of the Stone Lateral, from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" bears North 89°25'12" East a distance of 20.00 feet, also from which a found ¼ inch rebar with plastic cap stamped "PLS 972" bears South 89°25'12" West a distance of 20.00 feet;

thence North 11°57'56" West a distance of 273.41 feet, from which a set 5/8 inch rebar with plastic cap bears North 65°28'58" East a distance of 15.00 feet;

thence North 35°04'07" West a distance of 211.25 feet, from which a set 5/8 inch rebar with plastic cap bears North 46°54'56" East a distance of 18.30 feet;

thence North 44°52'17" West a distance of 127.20 feet, from which a set 5/8 inch rebar with plastic cap bears North 44°26'02" East a distance of 18.50 feet;

thence North 37°51'33" West a distance of 78.81 feet, from which a set 5/8 inch rebar with plastic cap bears North 73°55'32" East a distance of 15.00 feet;

thence North 05°44'37" East a distance of 151.94 feet, from which a set 5/8 inch rebar with plastic cap bears South 82°49'48" East a distance of 20.00 feet;

thence North 08°35'47" East a distance of 330.68 feet, from which a set 5/8 inch rebar with plastic cap bears South 78°24'04" East a distance of 21.00 feet;

thence North 15°31'53" East a distance of 151.18 feet, from which a set 5/8 inch rebar with plastic cap bears South 69°49'43" East a distance of 20.00 feet;

RS-8.5 Page 1
thence North 24°48'41" East a distance of 82.35 feet to a point on the South Right-of-Way of Karcher Road, from which a set 5/8 inch rebar with plastic cap bears North 89°21'46" East a distance of 20.00 feet;

thence along said South Right-of-Way North 89°21'46" East a distance of 167.99 feet to a point;

thence South 00°36'14" East a distance of 22.11 feet to a point at the beginning of a curve to the right;

thence along said curve to the right having a length of 77.68 feet, a radius of 228 feet, a central angle of 19°31'18", tangents of 39.22 feet, and a long chord which bears South 09°07'25" West, a chord distance of 77.31 feet to a point;

thence South 18°53'04" West a distance of 31.15 feet to a point;

thence South 00°12'05" East a distance of 71.71 feet to a point;

thence North 89°23'53" East a distance of 592.72 feet to a point;

thence North 84°27'06" East a distance of 211.00 feet to a point on the center line of the Isaiah Drain;

thence along said center line of the Isaiah Drain the following courses and distances:

South 05°39'07" East a distance of 236.35 feet to a point, from which a set 5/8 inch rebar with plastic cap bears South 83°42'46" West a distance of 55.00 feet;

South 06°55'21" East a distance of 611.48 feet to the beginning of a curve to the left, from which a set 5/8 inch rebar with plastic cap bears South 83°04'39" West a distance of 55.00 feet;

thence along said curve to the left having a length of 82.99 feet, a radius of 95.00 feet, a central angle of 50°03'00", tangents of 44.35 feet, and a long chord which bears South 31°56'51" East, a distance of 80.37 feet to a point of tangency from which a set 5/8 inch rebar with plastic cap stamped "FLSI PLSS 7612" bears South 35°01'39" West a distance of 55.00 feet;

thence South 56°58'21" East a distance of 39.31 feet to the TRUE POINT OF BEGINNING.

Containing 27.016 acres; 1,176,796 square feet more or less.

Subject to all easements and rights-of-way of record or as otherwise may exist.

The Basis of Bearings for this description was established by G.P.S. survey techniques, projected to the Idaho State Plane Coordinate system, NAD 83 Datum, West Zone. All bearings shown are on grid azimuth. The convergence angle of 90°36'32.1" was calculated at the northeast corner of Section 13. The bearing from the found Brass Cap Monument marking the Northeast corner of Section 13 to the found Railroad Spike marking the North Quarter Corner of Section 13 is South 89°21'46" West.
Subject to all easements and rights-of-way of record or as otherwise may exist.

The Basis of Bearings for this description was established by G.P.S. survey techniques, projected to the Idaho State Plane Coordinate system, NAD 83 Datum, West Zone. All bearings shown are on grid azimuth. The convergence angle of -00°36'32.1" was calculated at the northeast corner of Section 13. The bearing from the found Brass Cap Monument marking the Northeast corner of Section 13 to the found Railroad Spike marking the North Quarter Corner of Section 13 is South 89°21'46" West.

Timothy J. Fox  PLS 7612  END OF DESCRIPTION

W:\PROJECTS\2007\07-025\PRA\PROJECT\DESCRIPTIONS\ZONING-COMMERCIAL-DESCRIPTION06-25-07.DOC
A PORTION OF THE NORTHEAST ¼ OF THE NORTHEAST ¼, SECTION 13, TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO

A portion of the Northeast ¼ of the Northeast ¼, Section 13, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Commencing at a found Brass cap monument at the Northeast Section corner of said Section 13, from which a found Railroad Spike at the ¼ Corner common to said Sections 12 and 13 bears South 89°21'46" West a distance of 2650.91 feet;

thence along the North line of said Section 13, South 89°21'46" West a distance of 968.51;

thence South 00°38'14" East a distance of 33.00 feet to the TRUE POINT OF BEGINNING on the south Right-of-Way of Karcher Road;

thence South 00°38'14" East a distance of 22.11 feet to a point at the beginning of a curve to the right;

thence along said curve to the right having a length of 77.68 feet, a radius of 228 feet, a central angle of 19°31'18", tangents of 39.22 feet, and a long chord which bears South 09°07'25" West, a chord distance of 77.31 feet to a point;

thence South 18°53'04" West a distance of 31.15 feet to a point;

thence South 00°12'05" East a distance of 71.71 feet to a point;

thence North 89°23'53" East a distance of 592.72 feet to a point;

thence North 84°27'06" East a distance of 211.00 feet to a point on the center line of the Isaiah Drain;

thence along said center line of the Isaiah Drain North 05°39'07" West a distance of 182.37 feet to a point on the south Right-of-Way of Karcher Road;

thence along said south Right-of-Way South 89°21'46" West a distance of 762.95 feet to the TRUE POINT OF BEGINNING.

Containing 3.551 acres; 154,695 square feet more or less.
SINGLE FAMILY DWELLING DESIGNS

Columbia Elevation A

Columbia Elevation B

QUANTUM INVESTMENTS REALTY, LLC DEVELOPMENT AGREEMENT - Page 9
EXHIBIT “C”
CONDITIONS OF APPROVAL

Conditions for RP (Residential Professional) zoned area:

1. This Development Agreement and the development proposed shall be subject to general conformance with the conceptual site plan and building designs attached hereto as Exhibits B and C, as provided by Owner.

2. All uses otherwise permitted under the RP (Residential Professional) zone classification shall be allowed on the Property.

3. Prior to the third reading of the annexation and zoning ordinance Owner shall dedicate the additional right-of-way area that is needed for the build out of Karcher Rd. (57’ from centerline, to be verified with ITD) and Midway Rd. (50’ from centerline) adjacent the property, and obtain the necessary approvals from ITD for the proposed Karcher Rd. access.

4. No office 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.

5. 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-stripped 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 5’ depth 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.

g. Parking: Site development and uses shall conform to parking provisions set forth in Figure 1, Chapters 1 and 22 of Title 10, Planning & Zoning and ANSI accessibility codes. In addition, the following parking lot standards shall apply.
  • Parking lots should be located to the side or rear of the primary or front building façade. Where geographic conflicts with this intent occur, landscaping should be used to buffer the visual impact of the parking area.
  • A maximum of twenty (20) percent of parking spaces required shall be allowed in front of the building, a maximum eight (80) percent to the side of the building, and a minimum twenty (20) percent to the rear of the building.
  • Large expanses of parking are highly discouraged and should instead be designed as smaller modules, separated by vegetation.
  • No single parking lot shall contain over 70 parking spaces without at least a ten (10) foot wide vegetated break separating the parking area into two lots being emplaced.
- Newly constructed parking lots with thirty (30) or more parking spaces therein shall have perimeter vegetation designed to screen the lot from the view from adjacent streets and buildings.

h. Pedestrian Pathways: Pedestrian paths shall be established to enhance a site’s character and connections. Developments of one acre or more shall provide a pedestrian and bicycle circulation plan for the site.
- All onsite circulation systems shall incorporate a streetscape which includes sidewalks, pedestrian scale light standards and street trees.
- Pedestrian amenities shall include: detached sidewalks, connectivity of buildings and parking areas to public spaces and rights-of-way, the inclusion of public spaces for projects over 25,000 sq. ft. in gross floor space. These spaces are calculated at a formula of 10 sq. ft. of public space per 10,000 sq. ft. of gross floor space. These public spaces must include landscaping, seating, and connectivity to pedestrian routing.

6. 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.

7. 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.

8. 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.

9. 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 which displays flashing or moving 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.

10. 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.
Conditions for RS 8.5 (Single Family Residential – 8,500 sq. ft.) zoned area:

1. Residential subdivision developments proposed by Owner/Developer on the Property shall conform to the following minimum design standards:
   a. The average residential density for any subdivision development on the Property shall not exceed three (3) dwelling units per acre (Calculated according to the gross acreage of the development.)
   b. The minimum allowable residential buildable lot size within any development shall be eight thousand five hundred (8,500) square feet as allowed by the RS 8.5 zone classification.

2. The Owner/Developer shall establish and enforce Covenants, Conditions, and Restrictions to be recorded against the Property proposed for residential subdivision development which contain the following minimum design standards for single family dwellings:
   a. The minimum floor area or minimum dwelling size shall be one thousand six hundred (1,300) square feet, exclusive of the garage area.
   b. All dwellings shall be provided with eaves which project not less than twelve (12) inches beyond the side of the exterior wall.
   c. At least seventy-five (75) percent of the second story of two-story dwellings shall be set back a minimum of three (3) feet (from the wall plane) or set forward a minimum of two (2) feet (from the wall plane) when positioned over the garage; or two-story dwellings shall include architectural features such as but not limited to roof lines, belly bands, pop-outs, cantilevers, material variations, color variations, etc., and eave “eyebrows” constructed with a minimum overhang of thirty six (36) inches across the full width of the garage to break the plane of the lower and upper levels.
   d. The roof pitches for dwellings shall be a minimum of 5/12 pitch.
   e. Roof coverings for dwellings shall be of materials generally accepted as the industry standard. If the roof covering is asphalt shingles, shingles shall be "architectural" in style with a minimum warranty of twenty-five (25) years.
   f. Elevations of dwellings shall incorporate varied wall planes or roof forms, and main entries shall be defined by incorporating architectural elements such as roof gables, dormers, stairways, vestibules, wainscoting, lighting, etc.
   g. Elevations of dwellings, including the garage, shall include stucco, stone, brick, or similar material, covering at least twenty (20) percent of each façade oriented to a street.
   h. Dwellings shall be encouraged which feature a side entry garage.
   i. Dwellings shall include design features such as recessed windows and entrance doors, pop-outs, or other architectural details around windows, entrance doors, sliding glass doors, and garage doors. Window treatments may also include additional trim, Mullions, or shutters.
   j. No building elevation of any dwelling shall have less than five (5) percent of the gross wall area in glazing, excluding garage or unconditioned areas.
   k. Each dwelling shall contain a front porch, balcony or courtyard.
   l. Detached garages shall be architecturally compatible and consistent in material, design and colors with the dwelling and shall be situated to the side or rear of the site.
DATE: April 4, 2019

TO: Planning and Zoning Commission

FROM: Caleb LaClair, P.E.

SUBJECT: Brownstone Estates Subdivision, Preliminary Plat

The Engineering Division has reviewed the Preliminary Plat for Brownstone Estates Subdivision and have the following comments:

General

1. Final design and construction shall adhere to all current City of Nampa policies, standards, and specifications.
2. License Agreements shall be obtained for any improvements or encroachments within Irrigation District easements. Copies of the executed License Agreements shall be provided to Nampa Engineering Department prior to Construction Drawing approval.
3. A Right-of-way Encroachment Permit shall be obtained from ITD for any work within the State Highway 55 (Karcher Road) right-of-way. A copy of the approved Encroachment Permit shall be provided to Nampa Engineering Department prior to Construction Drawing approval.
4. A Right-of-way Permit shall be obtained from the City of Nampa for any work within the existing Midway Road right-of-way prior to start of construction.
5. An Erosion & Sediment Control Permit through the City of Nampa, as well as, coverage under the Idaho Construction General Permit through the EPA, shall be obtained prior to start of construction.

Layout and Plat

1. All common lots shall be identified on the Final Plat by note with blanket utility easements as applicable.
2. Centerline radii shall be identified on the Final Plat. Minimum allowed centerline radius for local streets is 100'.
3. Public utility easements shall be provided over all utilities located within private streets, parking lots, common lots, etc. in accordance with City standards and
policies. Said easements shall be created via the Final Plat or by separate instrument and shown/noted on the Plat.

Access and Roadways

1. Access to State Highway 55 shall be approved by ITD prior to start of construction or signature of the Final Plat. A copy of the approved ITD access agreement/permit shall be provided to the Nampa Engineering Department. The applicant shall adhere to all conditions and requirements of ITD for said access.

2. An ITD approved barrier shall be installed at the proposed State Highway 55 access to ensure right-in/right-out functionality. Documentation of the ITD approved barrier, including layout and detail, shall be provided to the Nampa Engineering Department prior to start of construction or signature of the Final Plat.

3. Improvements along the Midway Road frontage shall be limited to sidewalk, borrow ditches for drainage, and pavement taper to the existing roadway. Full pavement widening and curb with gutter are not required per the revisions to the City Code.

4. Midway Road is classified as a "Minor Arterial"; Traffic Index shall be 10.

Drainage

1. Include a description of the storage volume calculation method along with governing equations for "T2" and "V" in the Final Drainage Report for review purposes. The methodology used does not appear to coincide with the typical "Modified Rational Method".

2. Infiltration rates shall be verified at proposed storage facilities prior to construction of said facilities.

3. Stormwater runoff from the 4-Plex portion of the development shall be fully contained within that property. The storage facility design shall be included in the Final Drainage Report submitted with the construction drawings associated with that portion of the development.

4. Some of the seepage trenches are longer than 200', which exceeds City standards. Either reduce the length to less than 200' or provide additional access manholes and the mid-point and end of the trench for pipe maintenance.

5. Locate street lights on the opposite side of the street as seepage trenches due to potential reduced soil bearing capacity.

6. Catch basins shall be located at property corners. They are not allowed along the frontage of a buildable lot.

7. Utility services shall be sleeved through seepage trenches.

Water

1. The City's water system has adequate capacity to serve this development.

2. A second point of connection shall be provided to the City system for looping and redundancy purposes. A 12" water stub is available at the southwest corner of the Karcher Road and Midway Road intersection. An 8" main shall be extended from this location west along Karcher Road and then south through Lot 16, Block 1 to connect to the on-site system. The Developer's Engineer shall submit an exhibit of the proposed alignment to the Nampa Engineering Department for review prior to submittal of final construction drawings.
3. Avoid sewer and pressure irrigation main crossings where possible.

**Sewer**

1. The City's Sewer system has adequate capacity to serve this development.

**Pressure Irrigation**

1. Provide documentation verifying the full development parcel has surface water rights.
2. The City's Pressure Irrigation System does not have adequate capacity to serve this development. A new irrigation pump station is planned for the region to draw water from the Wilson Drain and will be accommodated by future development to the south of the project. In the interim, the City will allow a cross connection to the domestic water system with a Reduced Pressure Backflow Prevention device conforming to IDAPA 58.01.08, Section 543. The Developer's Engineer shall submit an exhibit showing the cross-connection layout and specifications to the Nampa Engineering Department for review prior to submittal of final construction drawings.
# Right-Of-Way Encroachment Application and Permit
## Approaches or Public Streets

**ITD Permit Application Number** 3-16-380

---

### For ITD Use

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<thead>
<tr>
<th>Project Number from ITD Highway Plan</th>
<th>Date Application Received</th>
<th>Date Application Determined Complete</th>
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### Applicant Information (Please Print or Type)

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<tr>
<th>Applicant(s) Name (Printed)</th>
<th>Mailing Address or P.O. Box</th>
<th>City</th>
<th>State</th>
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<tr>
<td>Peterman</td>
<td>3865 N Julian Way</td>
<td>Boise</td>
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<tr>
<td><a href="mailto:Peterman9234@msn.com">Peterman9234@msn.com</a></td>
<td>(208) 869-8977</td>
<td>(208) 869-8990</td>
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### Request Details

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### Additional Information

- Development Agreement with City of Nampa dated February 4, 2008

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### ITD District Review

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<th>Section</th>
<th>Reviewer</th>
<th>Date</th>
<th>Recommendation</th>
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List any conditions of approval:

- Permitting for Project A013 (02S) Key # 13025.
- Centerline approach to centerline Midway is 800 ft.

List reason(s) for denial recommendation

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ITD 2109, Rev. 11-13

Page 1 of 3
General Requirements

1. The original permit or a copy must be kept on the job site whenever work is taking place.

2. No work shall commence until the permittee is given notice to proceed by an authorized representative of ITD. The permittee shall notify ITD five (5) working days prior to commencing the permitted work if work does not commence immediately upon notice by ITD.

3. During the progress of all work, traffic control devices shall be erected and maintained as necessary or as directed. All traffic control devices shall conform to the most current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State. Equipment or materials left within the highway right-of-way when work is not taking place shall be delineated and protected with appropriate approved traffic control devices.

4. All work within the State Highway Right of Way shall comply with the requirements of the ITD Workzone Safety and Mobility Policy. Copies available from ITD upon request.

5. All work herein permitted shall conform to current government and industry standards, including Americans with Disabilities Act, and shall be performed and completed to the satisfaction of ITD. The expense of any required supervision of work performed under this permit shall be borne by the permittee.

6. Work done under this permit shall be constructed in a manner that shall not cause water to flow onto the roadway or shoulder, and shall not interfere with the existing drainage on the State Highway System or any adjacent drainage system.

7. All utilities shall be installed under culverts.

8. The permittee shall furnish all material, labor, and equipment involved in the construction of the approach and its appurtenances. This shall include furnishing drainage pipe, curb, gutter, concrete sidewalk, etc., where required.

9. ITD may inspect the materials and workmanship during construction and upon completion to determine that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, and/or that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.

10. ITD shall be reimbursed by the permittee for any additional inspection required to insure compliance with the conditions of this permit. Inspection fees will be based upon inspection time including travel from the ITD facility and charged at rates commensurate with industry standards.

11. Upon completion of the permitted work, any disturbance of the highway, right of way, and/or traffic control devices shall be restored to the satisfaction of ITD including the removal of all rubbish and debris and may include seeding, planting and grading.

12. Any encroachment that is found to be in non-compliance with the terms of the approved permit may be required to be modified, relocated, or removed at the sole expense of the permittee upon written notification by the District Engineer or his authorized representative.

13. The permittee shall maintain at its sole expense the encroachment for which this permit is granted.

14. Changes in the use as defined in I.D.A.P.A. 39.03.42, of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit. Any modification, relocation, or removal of an encroachment or subject granted by this permit shall require a new permit prior to commencement of such work.

15. ITD may revoke, amend, amplify, or terminate this permit or any of the conditions herein enumerated if the permittee fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the approach, structure, or subject herein granted is not installed or operated and maintained in conformity herewith.
Acceptance and Approval to Work

By signing this permit, the permittee or his authorized representative certify that they have been made aware of and agree with all requirements of the permit, including any and all restrictions and further agree to indemnify, save harmless, and defend regardless of outcome ITD from the expenses of and against all suits or claims, including costs, expenses, and attorney fees that may be incurred by reason of any act or omission, neglect, or misconduct of the permittee or its contractor in the design, construction, and maintenance of the work, which is the subject of this permit.

Subject to all terms, conditions, and provisions of this permit or attachments, permission is hereby granted to begin work within the State Highway Right of Way.

Attachments:

- Special Provisions/Conditions of Approval
- Traffic Control Plan
- Standard Drawings
- Construction Drawings
- P&Z Approvals
- Dept. Roadway Plansheets
- Easements/Agreements
- Property Appraisal
- Legal Description/Deed
- Power of Attorney for Authorized Representative
- Site Plans
- TIS
- Copy of Letter of Incorporation
- Letters of Recommendation/Denial
- Joint Access Agreements
- Other

Final Approval

Subject to all terms, conditions, and provisions of this permit or attachments, Final Inspection has been completed and the permitted work within the State Highway Right of Way is hereby given final approval.

Subscribed and sworn before me this _ day of _____________, year ___________ in the County of ______________, State of ______________.

personally appeared before me ____________________________, to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed

Notary Public’s Signature ____________________________

My Commission Expires ____________________________

ITD 2109, Rev. 11-13
March 29, 2019

Shellie Lopez
City of Nampa
411 3rd Street South
Nampa, Idaho 83651

VIA EMAIL

<table>
<thead>
<tr>
<th>Development Application</th>
<th>SPP-00039-2019</th>
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<tr>
<td>Project Name</td>
<td>BROWNSTONE ESTATES SUBDIVISION</td>
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<tr>
<td>Project Location</td>
<td>12203 West Karcher, south of SH-55 milepost 14.50</td>
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<tr>
<td>Project Description</td>
<td>Construct a subdivision consisting of 14 fourplex lots for a total of 56 multiple family dwelling units on 6.63 acres and 94 single family detached dwellings on 24.36 acres.</td>
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<tr>
<td>Applicant</td>
<td>Providence Properties LLC</td>
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<tr>
<td>Representing</td>
<td>Kent Brown</td>
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The Idaho Transportation Department (ITD) reviewed the referenced preliminary plat application and has the following comments:

1. This project abuts the State highway system.

2. The submitted preliminary plat depicts an approach on SH-55 approximately 912 feet west of the intersection of SH-55 (Karcher Road) and Midway Road. ITD has completed an access management plan for SH-55. The plan identifies that access spacing between full access intersections in this part of the corridor is 1/6 mile (880 feet) which does not match the proposed location. At full buildout, these access points are restricted as right-in, right-out. The access management plan shows the future corridor width will need to be 140 feet wide, 70 feet each side of centerline. A view of the corridor study plan for this area can be found at: http://apps.itd.idaho.gov/apps/d3/55_Corridor/Idaho%2055%20Access%20Management%20Plan.pdf

3. Referencing the Idaho Administrative Procedures Act (IDAPA) 39.03.42 which governs access to the State highway system, the spacing requirements for unsignalized accesses other than public roads on highway type “Statewide Route”, at 55 mph is 500 feet. The spacing between this development’s proposed northern approach off of SH-55 and the existing approach to the adjacent parcel to the west is approximately 200 feet. Additionally public road spacing under these conditions is 1,320 feet. The spacing between the proposed public road (Limestone Road) and Midway is 912 feet. These distances do not meet current IDAPA requirements and require a Traffic Impact Study (TIS) for consideration.

4. Per the Idaho Administrative Procedures Act (IDAPA) 39.03.42.400.07(b) developments should, if possible, take access from local roads. If a development wants access to the State highway system and there is local road
access available, the applicant must prove with a Traffic Impact Study the need for an access on the State highway system.

5. This development will gain access to the State Highway system directly on to SH-55. Trip generations for the site were not provided. ITD needs more information on the trip generations to determine what mitigations, if any, that the applicant may be required to construct on the State Highway system. Additionally, if the new development at full build out generates 100 or more new trips in the peak hour or 1000 new trips in a day a Traffic Impact Study (TIS) reflecting full build out of the site will be required. Any necessary mitigation for traffic impacts identified by the Traffic Impact Study shall be the responsibility of the applicant to install. ITD reserves the right to make further comments upon review of any submitted traffic generation data or other documents.

6. ITD recommends the applicant contact ITD to define the scope of work for the Traffic Impact Study in order to address all access and traffic concerns.

7. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.

8. The Idaho Administrative Procedures Act (IDAPA) 39.03.60 governs advertising along the State highway system. The applicant may contact Justin Pond, Right-of-Way Section Program Manager, at (208) 334-8832 for more information.

9. ITD objects to the proposed preliminary plat application due to traffic/access concerns as noted in items 2, 3, 4, 5 and 6.

10. Once a Traffic Impact Study has been received, reviewed and accepted by ITD and mitigation identified by the TIS has been constructed, ITD will withdraw any objection to the proposed preliminary plat application.

If you have any questions, you may contact Ken Couch at (208) 332-7190 or me at (208) 334-8338.

Sincerely,

Sarah Arjona
Development Services Coordinator
Sarah.Arjona@itd.idaho.gov
Building Department will require a top of foundation wall or a finish floor elevation, on the construction plans before the final plot will be approved.
MEMORANDUM

To: Planning and Zoning Commission
From: Doug Critchfield, Senior Planner
Date: March 14, 2019
Re: Brownstone Estates Subdivision
   Comments on Preliminary Plat Landscape Plan
   Project: SPP-00039-2019

Brownstone Estates Subdivision Landscape Plans require the following revisions:

Page L 2.0  Landscape Note #14 – Change 'City of Caldwell' to 'City of Nampa' code.

Page L 2.0  Add note: 'Builder/Contractor shall obtain a fencing permit from the Nampa Building Department prior to construction of any fencing.'
Sylvia,  

After the City Forester's review of Brownstone Estates Sub; SPP-00039-2019; Preliminary Plat, he had the following comments:

Notes -  
1. No plant list supplied, please submit a plant list  
2. Karcher landscape buffer, be aware of powerlines overhead. Class 1 trees shall be planted within 20' center of center power poles  
3. No evergreens on public ROW including entrances to subdivisions

Please contact Earl if you have any questions regarding his comments. Thanks.

Carolynn Murray  
Administrative Coordinator  
O: 208.468.5890, C: 208.371.4877

Nampa Parks & Forestry – Facebook Page

Celebrating Nampa's 20th year as a Tree City USA recipient!!

Notice: All communication transmitted within the City of Nampa Email system may be a public record and may be subject to disclosure under the Idaho Public Records Act (Idaho Code 74-101 et seq.) and as such may be copied and reproduced by members of the public. In addition, archives of all City emails are generally kept for a period of two years and are also subject to monitoring and review.
March 12, 2019

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

RE: SPP-00039-2019/ Brownstone Estates Subdivision; 12203 W. Karcher Road

Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comment on the above-referenced application, as it lies outside of our District boundaries. Please contact Mark Zirschky of Pioneer Irrigation at (208) 459-3617, 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,

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

Cc:
Office/ file
M. Zirschky, Pioneer Irrigation District
March 11, 2019

City of Nampa Planning & Zoning Commission
411 3rd St S.
Nampa, ID 83651

Re: Brownstone Estates Subdivision Preliminary Plat

Dear Commissioners & City Staff:

Canyon Highway District No. 4 (CHD4) has reviewed the preliminary plat for Brownstone Estates Subdivision, and offers the following comments on the proposed development:

1. The proposed local road access to Hwy 55 (Limestone Street) does not appear to meet the current IDAPA rules for local road access to a Statewide Route (1,320-feet minimum spacing for Urban areas, 2,640-feet for Transitional areas), and does not appear to meet the access standards established in the Idaho 55- Marsing to Nampa Access Management Plan adopted by CHD4 and Nampa in 2012. Recommend comments on this proposed access location be provided by Idaho Transportation Department.

2. The Canyon County Functional Classification Map (Jan 2011) developed by coordination with all county transportation agencies details a future collector roadway ¼ mile south of Karcher Rd (a parallel collector) to provide local property access, and minimize the number of direct access points onto Karcher Rd. This alignment would correspond with the southerly boundary of the subject property, and appears to be currently largely undeveloped between Midway Rd and Montana Avenue to the west.

3. In order to promote good access management practices and improve highway safety, consider providing a cross-access easement to Canyon County Parcel R32796010 (12253 Karcher Rd) to allow removal of the existing residential access to SH 55 (Karcher Rd), and consolidate that point of access with the subdivision.

4. CHD4 has not had opportunity to review or comment on any Traffic Impact Study for the proposed development.

5. CHD4 has jurisdiction and/or maintains portions of the Midway Rd corridor both north and south of the proposed development. CHD4 requests that the City utilize impact fees collected from development associated with this subdivision to make improvements to the Midway Road corridor to mitigate traffic impacts from the site.

Please feel free to contact me at any time prior to the hearing if you have any questions.

Sincerely,

Chris Hopper, P.E.
Assistant District Engineer
Canyon Highway District No. 4

CC: Daniel Badger, P.E., Assistant City Engineer
March 8, 2019

RE: Brownstone Estates Subdivision - Preliminary Plat

To: Kent Brown

cc: Sylvia Mackrill

The following changes must be made prior to submitting for signatures:

- Propose new, unique street names for Bedrock and Capstone to the Engineering Division. Per Canyon County Code 06-05-13 (1) There shall be no duplication of street names by sound or spelling within Canyon County including within the incorporated areas. Refer to Street Naming and Addressing Policy in the Engineering Process and Policy Manual (rev 9/2012).
  - Bedrock should be W (New Name) St
  - Capstone should be W (New Name) Dr

- Limestone should be N Limestone Way
- Yorkstone should be W Yorkstone Dr
- Soapstone should be W Soapstone Dr
- Freestone should be N Freestone Way

Sincerely,

Alex Main
GIS Tech I
Engineering Division
City of Nampa
(208) 468-5475