PUBLIC HEARING ITEM #3
STAFF REPORT

Property Owner/Applicant: GJS Enterprises, LLC (Owner) and Jeff Likes, Applicant
File(s): DAMO-00030-2019
Analyst: Kristi Watkins

Requested/Needful Action Recommendation(s):

Modification of an Annexation & Zoning Commercial/Residential Development Agreements between Centennial Development, LLC and the City of Nampa amending Exhibit "B" Conceptual Plan changing the BC zoned area use from a conceptual Commercial/Office plan to a Public Storage Facility plan and amending the Commercial Development Agreement to apply only to the 13.34 acre BC zone area.

(Decision Required: Recommendation)

(...Said application and its attendant build-out plan are hereinafter referred to as the “Project”; alternatively the “Development”…)

Property Area and Location(s):

A 13.34 acre land located in a Community Business (BC) Zone situated in a portion of Lots 15 and 16 of Cortland Place located in the SE 1/4 of the SE ¼ of Section 2, T3N, R2W, BM, 0 Cherry Lane, Parcel #R2093300000, (hereinafter the “Property”)...

History of Property and Commentary:

May 1, 2006 – Ord #3568 – Annexation and Zoning to BC with Development Agreement, Approved.

June 3, 2019 – Moratorium/Hold on Storage Unit Developments. (Applications received prior to this date will continue through the normal city process).

The Nampa City Council, at their June 3, 2019 meeting placed a 180-day moratorium on new storage unit proposals. The application you are reviewing was received on May 30, 2019, by the Planning and Zoning Department prior to the passage of the moratorium and will proceed through the process. After the 180 days, if a Conditional Permit is determined to be required in the BC (Community Business) zoning district as per code changes, this development will hold “grandfather” status as an existing allowable use in the BC (Community Business) zoning district as stated in NCC §10-3-2: Schedule of District/Zone Land Use Controls in place prior to June 3, 2019. At the time of application for building permit, the project will need to meet all city codes that are in place at that time.

DEVELOPMENT AGREEMENT MODIFICATION

Development Agreements are land use contracts [and treated as contracts by Idaho’s Supreme Court versus a form of zoning related entitlement] authorized in state code in the Local Land Use Planning Act section (Title 67) thereof.

Criteria to guide the Council regarding the requested Development Agreement Modification(s) are absent from state statute or City ordinance. Thus, approving or not approving the Development Agreement Modification aspect of the Applicant/Developer’s application package becomes a purely subjective matter/decision on the part of the City as [controlling] party to/of the Development Agreement contract associated with this report.

The Nampa Comprehensive Plan designation is currently Medium Density Residential. However, the Comprehensive Plan that was adopted in January 2004, would have been referenced in the Annexation of this property. The 2004 Future Land Use map showed a Neighborhood Center at this location. A Neighborhood Center was described as “Within a Neighborhood Center area uses considered to be desirable include mixes of light commercial, public and higher density residential facilities.” Therefore, a BC (Community Business) zone was allowed to be emplaced upon this property and a Commercial/Office Plan was submitted as the proposed light commercial use in the development agreement (specific uses were not defined).

Nampa’s current Comprehensive Plan (Chapter 8 Community Design):

8.1 Building Design:
The overall size and shape of a new building(s) can have a huge impact on the surrounding area and on how the development is perceived by the community...The key is to create a building whose size and shape generally complements the size and shape of surrounding buildings.

8.3.3 Entries
Buildings entries should be placed in a location that is easily identifiable from the street, while secondary entrances should be easily accessible and convenient to parking and delivery areas that serve buildings, but they should not dominate the site.

8.3.4 Commercial Design Issues:
  a. Richness and surfaces and textures;
b. Use of durable, low maintenance materials;
c. Significant wall articulation;
d. Pitched roofs and shed roofs;
e. Roof overhangs;
f. Traditional window rhythm;
g. Articulated mass and scale;
h. Significant landscape and hardscape elements;
i. Landscaped and screened parking;
j. Comprehensive and appealing monument signs;
k. Clear visibility of entrances and retail signage;
l. Clustering of buildings to provide pedestrian courtyards and common areas and;
m. Step-down of buildings scale along pedestrian routes and building entrances.

Goal 1: Improve the physical appearance and image of the City of Nampa

Objective 1: Continue to support the Nampa building and site design standards.

Objective 2: Develop a sense of community that meets the needs of the citizens by creating a visually stimulating and aesthetically pleasing community.

Objective 3: Maintain, develop or expand design review guidelines that assist citizens, business owners, and design professionals to contribute positively to surrounding commercial and residential neighborhoods.

NCC § 10-34 outlines the requirements for building and site design in Commercial zones in Nampa. They are in a sense, standards akin to “Conclusions of Law”.

NCC § 10-1-19 specifically references Public Mini Storage Facility Design regulations.

Elements to be reviewed through the Nampa Design Review process include, but are not limited to, structure appearance, project design and layout, lighting and security, signage, landscaping, location of trash receptacles, pedestrian amenities, and fencing.

Attached hereto is a copy of Ordinance no. 3568 -- the [original] Development Agreement. The basic nature of the amendments proposed to said Agreement are as noted above in the "Requested/Needful Actions Recommendation" section of this report.

Also attached is a copy of the applicant’s proposed Amended and Restated Development Agreement. This document appears to conform to the requested action and the concept described by the Applicant. The City’s legal council will be asked to review the agreement before final approval and signature.

Correspondence received up to Wednesday, July 3 indicates no concerns or comments in regard to this request.

RECOMMENDED CONDITION(S) OF APPROVAL

If the Commission votes to recommend to the City Council that they approve the requested Development Agreement Modification application as proposed by the Applicant, staff recommends including the following Condition(s) of Approval in your recommendation to the Council:

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

2. <Any other condition(s) as the Commission concludes befit(s) the Development Agreement portion of the Application package…>

**ATTACHMENTS**

- Copy of GIS zoning Vicinity Map featuring Property and surrounds (page/Exhibit 5)
- Copy of DA Mod. Application (page/Exhibit 6)
- Copy of proposed Amended and Restated Development Agreement, including Conceptual Site Plan and Conceptual Elevations (pages/Exhibits 7-12)
- Copy of [any] agency/City department correspondence provided by 5pm, July 3, 2019 (page/Exhibit 48+)
- No citizen correspondence was received by 5pm, July 3, 2019
Amend Spring Shores Comm. Development Agreement changing BC area use from office plan to public storage facility plan and amending the agreement to only apply to BC zoned area

DAMO-00030-2019

6/18/2019

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

Appli(.

Applicant/Representative Name: Jeff Likes
Home Number: 208.514.2713
Street Address: 1119 E State 120
City: Eagle State: Idaho Zip code: 83616
Email: jeff@alcarchitecture.com

Property Owner Name: GJS Enterprises, LLC
Street Address: 3707 E Fratello St
City: Meridian State: Idaho Zip Code: 83642
Email: seabrook109@gmail.com

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

Address of Subject Property: NW Corner of 12th and Cherry

Please provide the following REQUIRED DOCUMENTATION to complete the Development Agreement Modification:
(x) Completed Application
(x) A copy of one of the following:
☐ Warranty Deed ☐ Proof of Option ☐ Earnest Money Agreement
☐ 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:

Dated this 23 day of May, 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 hearings. Notices will also be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.
AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT is executed by and between the City of Nampa, a municipal corporation, (hereinafter referred to as “City”) and Centennial Development, LLC, a Limited Liability Corporation, (hereinafter referred to as "Owner / Developer").

RECITALS

1. City and Owner / Developer entered into a Development Agreement dated the 1st of May, 2006 for the development of approximately 13.34 acres of real property (the “Property”). The Development Agreement and its exhibits are attached hereto as Exhibit A.
2. The Property is zoned CB (Community Business) and is subject to the specific usage restrictions permitted under this zoning category.
3. Pursuant to paragraph 4 of the Development Agreement, City and Owner/Operator agree to amend the Development Agreement by this Amendment.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporate 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. The Development Agreement recitals paragraph D shall be amended to read: “City’s Planning and Zoning Commission and City’s City Council have held public hearings as prescribed by law with respect to the annexation, rezoning and development of the Property and this Agreement. City has approved the annexation and requests rezoning of the Property to BC (Community Business). Subject to the terms and commitments contained in this Agreement, City recognizes that property zoned CB, in accordance with Section 10-3-2 of Nampa City Code, permits construction of public storage facilities without the requirement of a Special Use Permit. Owner/Operator intends to build or allow for the construction of public storage on the Property.”

This Agreement is made and executed in two identical copies, one original copy is provided to each party hereto.
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers duly authorized as of the ___ day of __________, 2019.

GJS Enterprises, LLC

City of Nampa, a municipal corporation

Jay Bowlen, Member

Debbie King, Mayor

Attest for City of Nampa

Deborah Bishop, City Clerk
STATE OF IDAHO
County of Canyon

On this day of __________________________, 2019, before me the undersigned, a Notary Public for the State of Idaho, personally appeared __________________________ known to me personally (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(Seal) __________________________ (Signature) __________________________
(Print Name) __________________________
Notary Public for the State of Idaho
Residing at __________________________, Idaho
My commission expires __________________________

STATE OF IDAHO
County of Canyon

On this day of __________________________, 2019, before me the undersigned, a Notary Public for the State of Idaho, personally appeared __________________________ known to me personally (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(Seal) __________________________ (Signature) __________________________
(Print Name) __________________________
Notary Public for the State of Idaho
Residing at __________________________, Idaho
My commission expires __________________________
SNE ANALYSIS

TOTAL AREA:
581,110 SF (13.3 AC)

TANSCAPE/ROW SETBACK AREA:
95,584 SF

CONDITIONED STORAGE AREA:
10'X15' - 34 UNITS

10'X10' - 136 SF

SXS' - 54 UNITS

INTERIOR STORAGE AREA:
124 UNITS

18,600 SF

10'X7.5' - 58 UNITS

TOTAL SF.
34,158 SF

INTERIOR STORAGE AREA:
(8.75'x10') - 8 UNITS

4,200 SF

PERIMETER STORAGE AREA:
10'x10' - 57 UNITS

5,657 SF

INTERIOR STORAGE AREA:
(6'x10') - 12 UNITS

700 SF

TOTAL STORAGE AREA:
596 UNITS

86,785 SF

1,082 UNITS

180,670 SF

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS

OF SHEETS

NO UNACCOUNTED

REVISIONS OR

DUPLICATIONS
ORDINANCE NO. 3568

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING AND ZONING RS-8.5 APPROXIMATELY 91.66 ACRES OF REAL PROPERTY, AND ANNEXING AND ZONING BC APPROXIMATELY 13.34 ACRES OF REAL PROPERTY, ALL LOCATED AT THE NORTHWEST CORNER OF 11TH AVENUE NORTH & EAST CHERRY LANE INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO 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 91.66 acres located at the northwest corner of 11th Avenue North & East Cherry Lane, and all thereof, be, and the same is hereby, ANNEXED and made a part of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to-wit:

See Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full.

Section 2: That the real property so annexed, as described in Exhibit A above, shall be ZONED RS-8.5.

Section 3: That the following described real property consisting of approximately 13.34 acres located at the northwest corner of 11th Avenue North & East Cherry Lane, and all thereof, be, and the same is hereby, ANNEXED and made a part of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to-wit:

See Exhibit B attached hereto and, by this reference, incorporated herein as if set forth in full.

Section 4: That the real property so annexed, as described in Exhibit B above, shall be ZONED BC.

Section 5: That this annexation and zone ordinance is subject to and limited by that certain Development Agreement entered into between the parties.

Section 6: That the City Engineer is hereby directed to alter and change the Use and Area Map of the City of Nampa, Idaho, to comply with this Ordinance.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 1st DAY OF May, 2006.

Approved:

[Signature]
Mayor

Adest:

[Signature]
City Clerk
State of Idaho  
Canyon County  

On this 15th day of May, 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
Spring Shores Annexation Description

A portion of Lots 1, 2, 3, 4, 15 and 16 of Cortland Place, as same is recorded in Book 1 of Plats at Page 26, records of Canyon County, Idaho, and a portion of the South 1/2 of the NE 1/4 of Section 2, along with public right-of-way for 11th Avenue Extension in Section 1, T.3N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows: BEGINNING at the Southeast corner of said Section 2, from which the South 1/4 corner of said section bears North 89°25'20" West, 2650.71 feet;

Thence North 89°25'20" West, 807.00 feet;
Thence North 27°40'20" West, 681.20 feet;
Thence South 89°25'20" East, 661.26 feet;
Thence North 33°25'20" West, 244.00 feet;
Thence North 27°36'10" West, 561.94 feet;
Thence North 44°43'10" West, 833.71 feet;
Thence North 56°40'39" West along the northeasterly boundary of Remington Acres, as same is recorded in Book 28 of Plats at Page 43, records of Canyon County, Idaho, a distance of 1418.16 feet to the center of said Section 2;

Thence along the North-South mid-section line North 00°27'32" East, 1150.10 feet (record 1025 feet) to a point in the Purdam Slough;
Thence along said slough South 44°44'00" East, 360.34 feet;
Thence South 53°02'57" East, 104.17 feet;
Thence South 67°19'46" East, 156.50 feet;
Thence South 72°02'51" East, 523.45 feet;
Thence South 64°07'45" East, 92.83 feet (the previous five calls of record as South 59°45' East, 350.5 feet; Thence South 68°0' East, 990 feet along said slough);
Thence departing said slough South 89°25'12" East, 1399.57 feet (record 1230 feet) to a point on the South right-of-way of the Bennett Lateral;

Thence along said right-of-way South 49°06'53" East, 249.07 feet to a point on the East line of said Section 2;

Thence South 89°35'58" East, 25.00 feet;

Thence South 00°24'02" West, 419.08 feet;

Thence South 00°36'47" West, 2651.11 feet;

Thence North 89°25'20" West, 25.00 feet to the Point of Beginning.

EXCEPTING THEREFROM the following described parcel:

A parcel of land located in the SE 1/4 of the NE 1/4 of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows: Commencing at the East 1/4 corner of said Section 2, from which the Northeast corner of said section bears North 00°24'02" East, 2666.35 feet; Thence North 00°24'02" East, 40.00 feet; Thence North 89°25'12" West, 25.00 feet to a point on the West right-of-way of 11th Avenue North Extension, said point being the REAL POINT OF BEGINNING.

Thence continuing North 89°25'12" West, 328.59 feet;

Thence North 1°25'25" East, 224.57 feet;

Thence South 89°25'12" East, 324.58 feet to a point on said West right-of-way;

Thence South 00°24'02" West, 224.55 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM the following described parcel:

A parcel of land located in the SE 1/4 of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows: Commencing at the Southeast corner of said Section 2, from which the East 1/4 corner of said section bears North 00°36'47" East, 2651.11 feet; Thence North 00°36'47" East, 1070.61 feet; Thence North 88°33'11" West, 25.00 feet to a point on the West right-of-way of 11th Avenue North Extension, said point being the REAL POINT OF BEGINNING.

Thence North 88°33'11" West, 226.57 feet;

Thence North 15°37'17" West, 221.03 feet;

Thence North 29°36'07" West, 169.35 feet;

Thence North 2°27'15" East, 219.01 feet;
Thence North 46°49'37" East, 42.86 feet to a point on the Purdum Drain;

Thence along said drain North 36°15'07" West, 528.24 feet;

Thence departing said drain South 89°25'43" East, 652.49 feet to a point on the West right-of-way of 11th Avenue North Extension;

Thence South 00°36'47" West, 1033.51 feet to the Point of Beginning.

Containing a net area of 107.35 acres, more or less.

Prepared By:
Idaho Survey Group, P.C.

D. Terry Peugh, PLS
LEGAL DESCRIPTION OF THE PROPERTY

Catherine Nutsch Parcel

A portion of Lots 1, 2, 3, 4, 15, and 16 of Cortland Place, as same is recorded in Book 1 of Plats at Page 26, records of Canyon County, Idaho, located in the SE 1/4 of Section 2, T 3N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows: Commencing at the Southeast corner of said Section 2, from which the East 1/4 corner of said Section bears North 00°36’47” East, 2651.11 feet; Thence North 00°36’47” East, 600.06 feet to the REAL POINT OF BEGINNING.

Thence North 89°25’20” West, 468.53 feet;

Thence North 33°25’20” West, 244.00 feet;

Thence North 27°36’10” West, 561.94 feet;

Thence North 44°43’10” West, 833.71 feet;

Thence North 56°40’39” West and along the northeasterly boundary of Remington Acres, as same is recorded in Book 28 of Plats at Page 43, records of Canyon County, Idaho, a distance of 1418.16 feet to the center of said Section 2;

Thence along the East-West mid-section line South 89°25’ 12”East, 1569.71 feet to a point in the Purdam Slough;

Thence along said slough South 36°15’07” East, 1253.98 feet;

Thence departing said slough South 39°38’06” West, 20.93 feet;

Thence South 14°53’10” West, 204.46 feet;

Thence South 29°36’07” East, 169.35 feet;

Thence South 15°31’17” East, 221.03 feet;

Thence South 88°33’11” East, 251.57 feet to a point on the East line of said Section 2;

Thence South 00°36’47” West, 470.55 feet to the Point of Beginning. Containing 42.08 acres, more or less.
Michael Nutsch Parcel

A portion of Lots 1 and 2 of Cortland Place, as same is recorded in Book 1 of Plats at Page 26, records of Canyon County, Idaho, located in the SE 1/4 of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows: BEGINNING at the East 1/4 corner of said Section 2, from which the Southeast corner of said Section bears South 00°36'47" West, 2651.11 feet;

Thence South 00°36'47" West, 546.61 feet to a point in the center of a drain ditch;

Thence along said ditch North 89°25'43" West, 677.49 feet to a point in the Purdam Slough;

Thence along said slough North 36°15'07" West, 683.05 feet to a point on the East-West mid-section line;

Thence along said line South 89°25' 12" East, 1087.28 feet to the Point of Beginning.

Containing 11.07 acres, more or less.
Woodard Parcel

A parcel of land located in the South 1/2 of the NE 1/4 of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows: BEGINNING at the 1/4 corner common to Section 1 and the said Section 2, from which the Northeast corner of said Section 2 bears North 00°24’02” East, 2666.35 feet;

Thence along the East-West mid-section line North 89°25’12” West, 2656.99 feet to the center of said Section 2;

Thence along the North-South mid-section line North 00°27’32” East, 1150.10 feet (record 1025 feet) to a point in the Purdam Slough;

Thence along said slough South 44°44’00” East, 360.34 feet;
Thence South 53°02’57” East, 104.17 feet;
Thence South 67°19’46” East, 156.50 feet;
Thence South 72°02’51” East, 523.45 feet;
Thence South 64°07’45” East, 92.83 feet (the previous five calls of record as South 59°45’ East, 350.5 feet; Thence South 68°0’ East, 990 feet);

Thence departing said slough South 89°25’12” East, 1399.57 feet to a point on the South right-of-way of the Bennett Lateral;

Thence along said right-of-way South 49°06’53” East, 249.07 feet to a point on the East line of said Section 2;

Thence along said line South 00°24’02” West, 154.45 feet;
Thence North 89°25’12” West, 349.58 feet;
Thence South 1°25’25” West, 224.57 feet;
Thence South 89°25’12” East, 353.59 feet to a point on the East line of said Section 2;
Thence along said line South 00°24’02” West, 40.00 feet to the Point of Beginning.

Containing 38.51 acres, more or less.
LEGAL DESCRIPTION OF THE PROPERTY

A portion of Lots 15 and 16 of Cortland Place, as same is recorded in Book 1 of Plats at Page 26, records of Canyon County, Idaho, located in the SE ¼ of the SE ¼ of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows: BEGINNING at the Southeast corner of said Section 2, from which the South ¼ corner of said Section bears North 89°25’20” West, 2650.71 feet:

Thence North 89°25’20” West, 807.00 feet;

Thence North 27°40’20” West, 681.20 feet;

Thence South 89°25’20” East, 1129.79 feet to a point on the East line of said Section 2;

Thence South 00°36’47” West, 600.06 feet to the POINT OF BEGINNING.

Containing 13.34 acres, more or less.
ANNEXATION AND ZONING TO RS-8.5
FOR 91.66 ACRES AND 13.34 ACRES
IN THE SE1/4, SECTION 2 T3N, R2W, BM
AT THE NW CORNER OF CHERRY LN AND 11TH AVE N
TO EXTEND SEWER SERVICES TO THE PURDAM
DRAINAGE AREA
AND THE ADJACENT ROW ON 11TH AVE N
FOR LIBERTY DEVELOPMENT
PROJECT: 13-0551 PARCEL "T", 1,2,3,4
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”), is made and entered into this _ day of May, 2006 (the “Effective Date”), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the “City,” and Centennial Development, LLC, a Limited Liability Corporation, hereinafter referred to as “Owner/Developer.”

RECITALS

A. Owner/Developer is the owner of approximately 91.66 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 February 2, 2005 (the “date of application”) for annexation of the Property into City and for rezoning of the Property to RS 8 (Single Family Residential – 8,000 sq. ft.) in anticipation of the development and construction of a residential subdivision (the “Project”).

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

D. City’s Planning and Zoning Commission and City’s City Council have held public hearings as prescribed by law with respect to the annexation, rezoning and development of the Property and this Agreement. City has approved the annexation and requested rezoning of the Property to RS 8.5 (Single Family Residential – 8,500 sq. ft.) subject to the terms and commitments contained in this Agreement.

AGREEMENT

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

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

2. The Project shall be developed in general conformance with the conceptual plan attached hereto as Exhibit “B” and made a part hereof (the “Conceptual Plan”); provided, however, that Owner/Developer shall have limited flexibility to develop the Property to meet market conditions, and the only specific commitments concerning development of the Project which Owner/Developer is making are set forth herein. Upon recordation of this Agreement, Owner/Developer shall have all approvals required from City for development of the Project in.
general conformance with the conceptual plan. The Owner/Developer further agrees that acceptance of the conceptual plan attached hereto as Exhibit “B” shall not be construed as City endorsement of said plan as the final design of the preliminary and/or final plat to be subsequently submitted, and that acceptance of the conceptual plan shall not preclude the City from requiring revision of the concept at the time of platting to address other planning issues and concerns, including but not limited to, the interconnectivity of streets between adjoining subdivision areas and undeveloped property, and the location of open space or parks.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NAMPA

Tom Dale, Mayor

Attest: Diana Lambing, City Clerk

OWNER/DEVELOPER

SPRING SHORES RESIDENTIAL DEVELOPMENT AGREEMENT – Page 4
STATE OF IDAHO

) ss.
County of Canyon

On this 1st day of May, in the year of 2006, before me Deborah L. Bishop, personally appeared Tom Dale, known or identified to me, to be the Mayor of the City of Nampa, whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same, and was so authorized to do so for and on behalf of said City of Nampa.

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

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

STATE OF IDAHO

) ss.
County of Canyon

On this 9th day of November, in the year of 2006 before me, Shannon Moser, personally appeared John Laude, known or identified to me, to be Member, of Centennial Development, the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same for and on behalf of Centennial Development.

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

Shannon Moser
Notary Public for State of Idaho
Residing at Boise, Idaho
Commission Expires: 03-25-10
EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY

Catherine Nutsch Parcel

A portion of Lots 1, 2, 3, 4, 15, and 16 of Cortland Place, as same is recorded in Book 1 of Plats at Page 26, records of Canyon County, Idaho, located in the SE 1/4 of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows: Commencing at the Southeast corner of said Section 2, from which the East 1/4 corner of said Section bears North 00°36’47” East, 2651.11 feet; Thence North 00°36’47” East, 600.06 feet to the REAL POINT OF BEGINNING.

Thence North 89°25’20” West, 468.53 feet;
Thence North 33°25’20” West, 244.00 feet;
Thence North 27°36’10” West, 561.94 feet;
Thence North 44°43’10” West, 833.71 feet;
Thence North 56°40’39” West and along the northeasterly boundary of Remington Acres, as same is recorded in Book 28 of Plats at Page 43, records of Canyon County, Idaho, a distance of 1418.16 feet to the center of said Section 2;

Thence along the East-West mid-section line South 89°25’12” East, 1569.71 feet to a point in the Purdam Slough;
Thence along said slough South 36°15’07” East, 1253.98 feet;
Thence departing said slough South 39°38’06” West, 20.93 feet;
Thence South 14°53’10” West, 204.46 feet;
Thence South 29°36’07” East, 169.35 feet;
Thence South 15°31’17” East, 221.03 feet;
Thence South 88°33’11” East, 251.57 feet to a point on the East line of said Section 2;

Thence South 00°36’47” West, 470.55 feet to the Point of Beginning. Containing 42.08 acres, more or less.
Michael Nutsch Parcel

A portion of Lots 1 and 2 of Cortland Place, as same is recorded in Book 1 of Plats at Page 26, records of Canyon County, Idaho, located in the SE 1/4 of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows: BEGINNING at the East 1/4 corner of said Section 2, from which the Southeast corner of said Section bears South 00°36'47" West, 2651.11 feet;

Thence South 00°36'47" West, 546.61 feet to a point in the center of a drain ditch;

Thence along said ditch North 89°25'43" West, 677.49 feet to a point in the Purdam Slough;

Thence along said slough North 36°15'07" West, 683.05 feet to a point on the East-West mid-section line;

Thence along said line South 89°25' 12" East, 1087.28 feet to the Point of Beginning.

Containing 11.07 acres, more or less.
Woodard Parcel

A parcel of land located in the South 1/2 of the NE 1/4 of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows: BEGINNING at the 1/4 corner common to Section 1 and the said Section 2, from which the Northeast corner of said Section 2 bears North 00°24’02” East, 2666.35 feet;

Thence along the East-West mid-section line North 89°25’12” West, 2656.99 feet to the center of said Section 2;

Thence along the North-South mid-section line North 00°27’32” East, 1150.10 feet (record 1025 feet) to a point in the Purdam Slough;

Thence along said slough South 44°44’00” East, 360.34 feet;
Thence South 53°02’57” East, 104.17 feet;
Thence South 67°19’46” East, 156.50 feet;
Thence South 72°02’51” East, 523.45 feet;
Thence South 64°07’45” East, 92.83 feet (the previous five calls of record as South 59°45’ East, 350.5 feet; Thence South 68°0’ East, 990 feet);

Thence departing said slough South 89°25’12” East, 1399.57 feet to a point on the South right-of-way of the Bennett Lateral;

Thence along said right-of-way South 49°06’53” East, 249.07 feet to a point on the East line of said Section 2;

Thence along said line South 00°24’02” West, 154.45 feet;
Thence North 89°25’12” West, 349.58 feet;
Thence South 1°25’25” West, 224.57 feet;
Thence South 89°25’12” East, 353.59 feet to a point on the East line of said Section 2;
Thence along said line South 00°24’02” West, 40.00 feet to the Point of Beginning.

Containing 38.51 acres, more or less.
EXHIBIT “B”

CONCEPTUAL PLAN
EXHIBIT “C”

CONDITIONS OF APPROVAL

1. The Owner/Developer agree that they will not oppose the formation of a local improvement district for the construction of any infrastructure associated with the development of the Property.

2. The Owner/Developer agree that sewer service from the City is contingent upon successful implementation of a local improvement district to finance construction of sewer infrastructure.

3. Prior to the third reading of the annexation and zoning ordinance the Owner/Developer shall dedicate any additional right-of-way, as defined by the city engineer, adjacent the sides of the Property required for the ultimate build out of all adjacent public roadways.

4. Residential subdivision developments proposed by Owner/Developer on the Property shall conform to the following minimum design standards:
   a. The average residential density for any subdivision development on the Property shall not exceed three (3) dwelling units per acre (Calculated according to the gross acreage of the development.)
   b. The minimum allowable residential buildable lot size within any development shall be eight thousand five hundred (8,500) square feet as allowed by the RS 8.5 zone classification.
   c. The minimum allowable residential buildable lot size of proposed lots situated along a subdivision boundary adjoining any rural residential lots or parcels shall be twelve thousand (12,000) square feet.

5. The Owner/Developer shall establish and enforce Covenants, Conditions, and Restrictions to be recorded against the Property proposed for residential subdivision development which contain the following minimum design standards for single family dwellings:
   a. The minimum floor area or minimum dwelling size shall be one thousand six hundred (1,600) square feet, exclusive of the garage area.
   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.
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this ____ day of __________, 2006 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and Centennial Development, LLC, a Limited Liability Corporation, hereinafter referred to as "Owner/Developer."

RECITALS

A. Owner/Developer is the owner of approximately 13.34 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 February 2, 2005 (the "date of application") for annexation of the Property into City and for rezoning of the Property to BC (Community Business) in anticipation of the development and construction of a commercial development (the "Project").

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

D. City’s Planning and Zoning Commission and City’s City Council have held public hearings as prescribed by law with respect to the annexation, rezoning and development of the Property and this Agreement. City has approved the annexation and requested rezoning of the Property to BC (Community Business) subject to the terms and commitments contained in this Agreement.

AGREEMENT

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

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

2. This Agreement is intended to be supplemental to all other local, city, state and federal Code requirements, rules and regulations, and is established to help assure the compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this Agreement conflicts with any provision of the Nampa City Code, this Agreement shall prevail to the extent permitted by law.
3. The provisions and stipulations of this Agreement shall be binding on City, Owner/Developer, each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in the conditions of approval attached hereto as Exhibit “B”, and by this reference incorporated herein.

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

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

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

7. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is 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.

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

9. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions herein shall not be effected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
10. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner/Developer and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the parties or their successors-in-interests or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.

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

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

13. In the event Owner/Developer, its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner/Developer or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.
   a. A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by Owner/Developer of any default by City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights of remedies of Owner/Developer or apply to any subsequent breach of any such or other covenants and conditions.
   b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner/Developer shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting party's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner/Developer for the portion of the Property still owned by Owner/Developer.
   c. In the event the performance of any obligation to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
d. In addition to the remedies set forth above, in the event of a default by Owner/Developer, or any other party claiming an interest herein, City may withhold building permits for any remaining lots within the development until such time as the default is cured.

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

CITY OF NAMPA

Tom Dale, Mayor

Attest: Diana Lambing, City Clerk

OWNER/DEVELOPER
Centennial Development, LLC
STATE OF IDAHO

) ss.
County of Canyon

On this 1st day of May, in the year of 2006, before me
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.

[Signature]
Notary Public for State of Idaho
Residing at Nampa, Canyon County, Idaho
Commission Expires: 07-07-2007

STATE OF IDAHO

) ss.
County of Canyon

On this 16th day of May, in the year of 2006, before me,
personally appeared John Looker, known or identified to me, to be
a Member of Centennial Development, the person
whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same, for and on behalf of Centennial Development.

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

[Signature]
Notary Public for State of Idaho
Residing at Boise, Idaho
Commission Expires: 03-25-10
EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY

A portion of Lots 15 and 16 of Cortland Place, as same is recorded in Book 1 of Plats at Page 26, records of Canyon County, Idaho, located in the SE ¼ of the SE ¼ of Section 2, T.3N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows: BEGINNING at the Southeast corner of said Section 2, from which the South ¼ corner of said Section bears North 89°25’20” West, 2650.71 feet:

Thence North 89°25’20” West, 807.00 feet;

Thence North 27°40’20” West, 681.20 feet;

Thence South 89°25’20” East, 1129.79 feet to a point on the East line of said Section 2;

Thence South 00°36’47” West, 600.06 feet to the POINT OF BEGINNING.

Containing 13.34 acres, more or less.
EXHIBIT “B”

CONDITIONS OF APPROVAL

1. The Owner/Developer agree that they will not oppose the formation of a local improvement district for the construction of any infrastructure associated with the development of the Property.

2. The Owner/Developer agree that sewer service from the City is contingent upon successful implementation of a local improvement district to finance construction of sewer infrastructure.

3. Prior to the third reading of the annexation and zoning ordinance the Owner/Developer shall dedicate any additional right-of-way, as defined by the city engineer, adjacent the sides of the Property required for the ultimate build out of all adjacent public roadways.

4. No office, commercial, or industrial 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.
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: Landscape 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.
DATE: June 21, 2019
TO: Planning and Zoning Department
FROM: Caleb LaClair, P.E., Nampa Assistant City Engineer
CC: Daniel Badger, P.E., Nampa City Engineer
CC: Tom Points, P.E., Nampa City Public Works Director
APPLICANT: Jeff Likes
OWNER: GJS Enterprises, LLC
ADDRESS: NW Corner of 12th & Cherry
RE: DAMO-00030-2019 – Modification to Recitals Paragraph D

The Engineering Division has no comments and conditions related to this application.
Date: June 14, 2019

Regarding: DAMO-00030-2019 Plat Review /Centurylink Project P817036

Dear Ms. Mackrill

We have reviewed and referenced Nampa, ID plat review for the above project. Centurylink found no objections to this plat moving forward.

Thank You,

Les F. Gutierrez, ROW AGENT
Hi Shellie,

Nampa Highway District #1 has no comment.

Thank you,

Eddy

---

Shellie Lopez

From: Shellie Lopez <lopezs@cityofnampa.us>
Sent: Monday, June 3, 2019 1:19 PM
Subject: DAMO-00030-2019

Good Afternoon Everyone!

RE: DAMO-00030-2019

Jeff Likes has requested a Modification of Annexation and Zoning Commercial & Residential Development Agreements between Centennial Development LLC and the City of Nampa recorded 6/1/2006 as Inst. No. 200642352 amending Exhibit “B” Conceptual Plan changing the BC zoned area use from a conceptual Commercial/Office plan to a Public Storage Facility plan and amending the Commercial Development Agreement to apply only to the 13.34 acre BC zoned area situated in a portion of Lots 15 and 16 of Cortland Place located in the SE ¼ of the SE ¼ of Section 2, T3N, R2W BM.

These applications are scheduled to go before the Planning and Zoning Commission as a public hearing item on the July 09, 2019 agenda.

Please find attached the DAMO-00030-2019 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) prior to June 21, 2019.

Thank you & Have a great day!
Good afternoon,
ITD has received application CAMO-00030-2019 for review and has no comments.

Thank you,

Sarah Arjona
Development Services Coordinator
ITD District 3
(208) 334-8338

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown.
---

Good Afternoon Everyone!

RE: DAMO-00030-2019

Jeff Likes has requested a Modification of Annexation and Zoning Commercial & Residential Development Agreements between Centennial Development LLC and the City of Nampa recorded 6/1/2006 as Inst. No. 200642352 amending Exhibit “B” Conceptual Plan changing the BC zoned area use from a conceptual Commercial/Office plan to a Public Storage Facility plan and amending the Commercial Development Agreement to apply only to the 13.34 acre BC zoned area situated in a portion of Lots 15 and 16 of Cortland Place located in the SE ¼ of the SE ¼ of Section 2, T3N, R2W BM.

These applications are scheduled to go before the Planning and Zoning Commission as a public hearing item on the July 09, 2019 agenda.

Please find attached the DAMO-00030-2019 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) prior to June 21, 2019.

Thank you & Have a great day!