Applicant(s)/Engineer(s): Larry C. Atkinson

File(s): SPS-00020-2019

Analyst: Rodney Ashby, Principal Planner

Date: July 16, 2019

Requested Action Approval(s) and Location(s):

Subdivision Short Plat recommendation for Atkinson Acres Subdivision at 5025 Feather Creek Lane (3 single family lots on 5 acres for 1.67 lots per gross acre (A part of the SE ¼ of the SE ¼ of Section 6, T3N, R1W, BM) for Larry Atkinson (SPS 020-19)

(Decision Required: Recommendation)

(hereinafter the "Development"; alternatively, "Atkinson Acres Subdivision" or the "Project")...

Status of Applicant: Owner

Existing Zoning: RA (Suburban Residential)

Location: 5025 Feather Creek Lane

Existing Land Use: Farmland

Proposed Land Use: Subdivision for three (3) single-family detached homes

General Information
Planning & Zoning History:
2006- Annexation and zoning to RS8.5 zoning and Development Agreement for Sonoma single-family homes approved
2007- Final plat for the Sonoma Creek single-family subdivision approved
2008- No building permits requested and final plat expired
2016- Rezone to RA; no Development Agreement Modification was requested
May 22nd, 2019- Application for Short Plat Subdivision for Atkinson Acres Subdivision

Proposed Land Uses: Three single family homes and a common driveway (E Feather Creek Ln)

Surrounding Land Use and Zoning:
North- Single Family home on an RA (suburban residential) lot
South- Single Family Homes (RS6 zoning)
East- Single Family Homes (RS6 zoning)
West- Single Family Homes (RS6 zoning)

Comprehensive Plan Designation: Community Mixed Use

Public Utilities/Services:
No water, irrigation, or sewer services are available to the property at this time. The closest services are located over 3,000 feet to the south in Star Road. Engineering indicated that since the proposed lots are greater than 1-acre in size, "the use of individual on-lot septic systems is acceptable. City water is planned to be extended in Star Road and Cherry Lane as part of the Silver Star and Spring Hollow Ranch Subdivisions. New pressure irrigation pump stations and delivery pipes will also be constructed with these subdivisions."

Transportation:
Access to the properties is from Feather Creek Lane, an existing private street.

Applicable Regulations:

Subdivision Short Plat
Section 10-27-4F Short Plats, allows an abbreviated platting process for subdivisions of three to seven lots created from a single original property. "Drawings shall portray all features required to be shown on standard preliminary and final plat drawings; and Short plats will be processed as combination preliminary and final plats requiring a public hearing before the City's Planning and Zoning Commission and approval by the City Council."

As stated in the subdivision chapter of the Title 10, the Planning & Zoning Commission shall evaluate a proposed plat's design based on city codes in making its determination. The plat must also meet the standards identified in the approved Subdivision Process and Policy Manual; and Standard Construction Specification Manual.

Correspondence:
The applicant has indicated his interest in seeking a deferral for sidewalk construction. Staff has provided the contact information for the Engineering Division regarding the application for a deferral. The applicant has also indicated an interest in seeking a variance for the 25’ landscaping requirement fronting Star Rd. Staff has communicated that the applicant would
need to show a "hardship" to justify a variance of the landscaping requirement, and that it is unclear what that hardship would be in this case.

The following is a summary of agency correspondence that can be found in full detail in the exhibits:

- **Nampa & Meridian Irrigation District:** No impact as long as all storm drainage is retained on-site.
- **Nampa Engineering Division:**
  - Access to the property is from Feather Creek Lane, an existing private street
  - City utilities are not currently available to the site
  - City water and pressurized irrigation is planned to be extended in Star Rd as a part of the Silver Star and Spring Hollow Ranch Subdivisions
  - On-lot septic systems are acceptable but will require permitting through Southwest District Health Department.
  - Frontage improvements along Star Road are required, though ROW has already been dedicated.
  - Conditions:
    - Increase the easement width along the northerly and westerly subdivision boundaries from 10' to 12'
    - Add Block # to the plat
    - Five foot (5') wide sidewalk shall be constructed along the Star Road frontage, according to Engineering conditions and staff approval
    - Obtain a septic permit from SW District Health Department & submit to Nampa Building Department prior to an permit approval
    - Surveyor shall address all Final Plat comments prior to city Engineering’s signature of the plat
- **Nampa Planning and Zoning Department:**
  - A 25' landscape buffer is not shown on the plans
  - A Landscape Plan, including a 25' landscape buffer along Star Road shall be submitted
  - Trees may be selected from the Treasure Valley Tree Selection Guide
  - Class II trees are required in the landscape buffer
- **Nampa Parks Division:** No requests
- **Nampa Forestry Division:** Since no landscape plans were submitted, Forester is unable to provide a review
- **Nampa Highway District #1:** no comment

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**STAFF FINDINGS & DISCUSSION**

**Subdivision Short Plat**

During the review of this project, staff discovered a Development Agreement in our records for a previously expired Sonoma Creek Subdivision final plat. Though the final plat expired, the Development Agreement remained with the properties. The subject property for consideration is one of the four properties that retained the Development Agreement. Since the expiration of the final plat, the City of Nampa approved a rezone from the RS8.5 district to RA (Suburban Residential), essentially eliminating any possibility of compliance with the underlying development agreement. Though the agreement should have been rescinded, or modified at the time, no mention of the agreement was found in the staff report at that time. Because the
four properties have now been sold to four different property owners, Planning feels it is necessary that the City pursue the rescinding of the Development Agreement. We have scheduled this to come before the Planning and Zoning Commission on August 13th and the City Council on September 16, 2019. This will need to take place before the approval of the Subdivision Short Plat is approved by City Council.

Staff finds that with the changes requested in the Correspondence Section of this report, the proposed subdivision short plat for the Atkinson Acres Subdivision conforms, or substantially conforms within acceptable limits, with relevant RA zoning codes and City of Nampa subdivision standards pertaining to land division. This determination is conditioned on the applicant submitting a landscape plan which complies with the conditions stated in the attached correspondence authored by Doug Critchfield and being revised in limited form and fashion to meet requirements set forth by various responding agencies and City departments.

Accordingly, Staff recommends that the Development be approved, contingent on Applicant/Developer/Development compliance with various Conditions of Approval as iterated hereafter....

**SUGGESTED CONDITIONS OF APPROVAL**

Should the Planning and Zoning Commission vote to recommend to City Council a and approval of the “Atkinson Acres Subdivision” Short Plat, then Staff would suggest the following as (a) Condition(s) of Approval(s):

1. Generally, the Applicant/Development shall:
   a. Comply with all City department/division or outside agency requirements pertinent to this matter.

2. Specifically, the Applicant/Development shall:
   a. A development agreement, in place for the Sonoma Creek Subdivision, shall be rescinded before approval of the final plat
   b. Retain storm drainage on site
   c. Increase the easement width along the northerly and westerly subdivision boundaries from 10’ to 12’
   d. Add Block # to the plat
   e. Five foot (5’) wide sidewalk shall be constructed along the Star Road frontage, according to Engineering conditions and staff approval
   f. Obtain a septic permit from SW District Health Department & submit to Nampa Building Department prior to a permit approval
   g. Surveyor shall address all Final Plat comments prior to city Engineering’s signature of the plat
   h. A Landscape Plan, including a 25’ landscape buffer along Star Road shall be submitted before City Council considers the plat for approval
   i. The Landscape Plan shall show trees selected from the Treasure Valley Tree Selection Guide
   j. The Landscape Plan shall show Class II trees only in the required landscape buffer
ATTACHMENTS

- Application
- Vicinity/Zoning Map
- Plat pages
- Ord. 3613 - 2006 Development Agreement for Sonoma Creek Subdivision
- Agency/department & citizen correspondence, etc.
  (pages/Exhibits 5+)
CITY OF NAMPA
SHORT PLAT APPLICATION

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

A. GENERAL INFORMATION
Subdivision Name: ATKINSON ACRES
Total Acres: 5.46
Intended Land Uses Circle (residential, single-family, multi-family, commercial, industrial)
Property Address(es): 5025 E. Feather Creek Lane, Nampa, ID 83687
Legal Description: R30S31W1000 S114 S114 5.46 T2N R1W6M
Existing Zoning. (Circle one) RA RS RSM RD RML RMH RP BN CB BC BF IP IL IH AG
(County Zoning) _________

B. OWNER/APPLICANT INFORMATION

Owner of Record
Name: LARRY C. ATKINSON
Address: 5025 E. FEATHER CREEK LANE
City: NAMPA
State: ID
Telephone: 208-991-7553
Email: C.Larkin@nmpa.com
Fax: 208-498-5531

Applicant
Name: Same
Address:
City:
State:
Telephone:
Email:
Fax:

Engineer/Surveyor/Planner
Name: JEREMY EVANS - EAGLE LAND SURVEYS, LLC.
Address: 106 W. 4TH ST. UNIT D MIDDLETOWN, ID 83644
Telephone: 208-891-7513
Email: DJS@EAGLE.COM
Fax: 208-837-4925

Page 6
## C. SUBDIVISION INFORMATION

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<th>Lot Types</th>
<th>Number of Lots</th>
<th>Acres</th>
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<td><strong>2</strong></td>
<td><strong>5</strong></td>
</tr>
</tbody>
</table>

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: 5/22/2019

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For City Office Use

FEE $___________ CASH _____ CHECK _____ RECEIPT NO. ______

DATE RECEIVED ______ RECEIVED BY ___________ HEARING DATE ______
CERTIFICATE OF OWNERS

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THAT REAL PROPERTY TO BE KNOWN AS ATKINSON ACRES SUBDIVISION, AND THAT WE INTEND TO INCLUDE SAID REAL PROPERTY, AS DESCRIBED BELOW, IN THIS PLAT: THE OWNERS ALSO HEREBY DECLARE THAT THIS PLAT COMPLIES WITH IDAHO CODE 31-1534(4), ALL LOTS WILL BE SERVICES WITH INDIVIDUAL WELLS.

Part of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 3 North, Range 1 West of the Boise Meridian, City of Nampa, Idaho described as:

Commencing at a found Brass Cap marking the Southeast corner of Section 6, Township 3 North, Range 1 West of the Boise Meridians, City of Nampa, Idaho and running thence N0°32'23"E 1326.69 feet along the East line of said Section to the Northeast corner of the Southeast 1/4, of the Southeast 1/4, thence N89°58'69"W 52.11 feet to a found S1/8' rebar marking the Point of Beginning; thence S00°15'13"W 352.94 feet; thence S89°46'09"W 614.68 feet; thence N00°17'49"E 356.05 feet; thence S89°56'26"E 614.41 feet to the Point of Beginning.

This plat contains 217,845 square feet or 5.00 acres.

EAST FEATHER CREEK LANE HAS A PERMANENT RESERVATION OR ACCESS-EGRESS EASEMENT. THE REMAINING EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED WITHIN THIS PLAT AND NO PERMANENT STRUCTURES OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERECTED WITHIN THE BOUNDARY OF SAID EASEMENTS.

IRRIGATION WATER HAS BEEN PROMISED FROM NAMPA MERIDIAN IRRIGATION DISTRICT IN COMPLIANCE WITH IDAHO CODE 31-3002(10)(A). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENT FROM NAMPA MERIDIAN IRRIGATION DISTRICT.

IN WITNESS WHEREOF: WE HAVE HEREUNTO SET OUR HANDS:

LARRY C. ATKINSON  KATY A. ATKINSON

SURVEYOR’S CERTIFICATE

L. JEREMIAH B. FIELDING, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

JEREMIAH B. FIELDING, P.S.
IDAHO LICENSE NO. 12220

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF CANYON

ON THIS _____ DAY OF __________, 2016, BEFORE ME, the undersigned, a Notary Public in and for Said State, personally appeared LARRY C. ATKINSON and KATY A. ATKINSON, known or identified to me to be the persons whose names are subscribed to said instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED MY SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC
RESIDING AT ___________________________
MY COMMISSION EXPIRES: ___________________________

Page 11

FINAL PLAT

ATKINSON ACRES SUBDIVISION

NOTES

1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE REGULATIONS OF THE CITY OF NAMPA, IDAHO, AT THE TIME OF ISSUANCE OF BUILDING PERMITS.

2. A TEN FOOT (10') WIDE PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT IS HEREBY RESERVED ADJACENT TO THE SUBDIVISION BOUNDARY AND NEAR LOT LINES, EXCEPT AS OTHERWISE SHOWN. A TEN FOOT (10') WIDE PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT IS HEREBY RESERVED CENTERED ON ALL INTERIOR LOT LINES.

3. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.

4. THIS DEVELOPMENT REQUIRES SECOND 2-1/2 BLOCKS OF THE BOUNDARY OF THIS PLAT TO BE FARM LAND, WHICH STATES: "NO AGRICULTURAL OPERATIONS, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A HAZARD, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS OF OR ABOUT THE SURROUNDING AGRICULTURAL ACTIVITIES AND IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR WHEN THE OPERATION, FACILITY OR EXPANSION HAS NOT A HAZARD AT THE TIME IT BEGAN OR WAS CONSTRUCTED." THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHERE A HAZARD RESULTS FROM THE IMPROPER OR IRRIGATION OPERATIONS OF AN AGRICULTURAL OPERATIONAL FACILITY OR EXPANSION THEREOF.

5. IRRIGATION WATER HAS BEEN PROMISED FROM NAMPA MERIDIAN IRRIGATION DISTRICT IN COMPLIANCE WITH IDAHO CODE 31-3002(10)(A). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENT FROM NAMPA MERIDIAN IRRIGATION DISTRICT.

6. LOT OWNERS ARE RESPONSIBLE FOR MAINTAINING ANY IRRIGATION OR DRAINAGE THAT CROSSES THEIR LOT UNLESS SUCH RESPONSIBILITY IS ASSIGNED TO AN IRRIGATION/DRAINAGE DISTRICT.

7. DOMESTIC WELLS SHALL BE PLACED IN ACCORDANCE WITH THE SETBACK REQUIREMENTS OUTLINED IN IDAHO STANDARDS WELL CONSTRUCTION RULES.

8. LOTS SHALL HAVE INDOOR SEPTIC SYSTEMS.

BOOK: EAGLE LAND SURVEYING, LLC
PAGE: 11

JEREMIAH B. FIELDING, P.S.
IDAHO LICENSE NO. 12220

SEC. 6, T. 3 N., R. 1 W.B.M.
INDEX # 314-8-2-00-0000

EAGLE LAND SURVEYING, LLC

MICHAEL E. FIELDING, P.S.
IDAHO LICENSE NO. 12220

70 S. HIGHLAND STREET, Nampa, ID 83686

(208) 765-1388  1-800-455-2000

314-8-2-00-0000
FINAL PLAT
ATKINSON ACRES SUBDIVISION

APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REMOVED, IN ACCORDANCE WITH SECTION 50-1, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DISTRICT HEALTH DEPARTMENT, ENS DATE

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF Nampa, CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE ___________ DAY OF ___________, 2019, THIS PLAT WAS DILY ACCEPTED AND APPROVED.

CITY CLERK

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER, IN AND FOR THE CITY OF Nampa, CANYON COUNTY, IDAHO, DO HEREBY APPROVE THIS PLAT.

CITY ENGINEER

CERTIFICATE OF THE COUNTY SURVEYOR

I, THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, IN AND FOR CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

CANYON COUNTY SURVEYOR

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF CANYON, STATE OF IDAHO, PER THE REQUIREMENTS OF LC 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTRY TREASURER DATE

EAGLE LAND SURVEYING, LLC

BOOK PAGE

INDEX # 31-6-8-2-8-00-0000

SEC. 6, T. 3 N., R. 1 W.B.M.

DATE 12-27-20

AMEND. # 3

DRAWN BY: S. GILLEN

ARCH. K. MILLS

SCALE 1 INCH = 100 FEET

SHEET 3 OF 3
ORDINANCE NO. 3613

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING APPROXIMATELY 20.12 ACRES OF REAL PROPERTY LOCATED ON THE WEST SIDE OF STAR ROAD NORTH OF CHERRY LANE AT 17155 AND 17175 STAR ROAD IN THE PURDAM DRAINAGE AREA INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ZONING THE SAME 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 20.12 acres located on the west side of Star Road north of Cherry Lane at 17155 and 17175 Star Road in the Purdam Drainage Area, 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 this annexation and zone ordinance is subject to and limited by that certain Development Agreement entered into between the parties.

Section 4: That the City Engineer is hereby directed to alter and change the Use and Area Map of the City of Nampa, Idaho, to comply with this Ordinance.


APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 5th DAY OF SEPTEMBER, 2006.

Approved:

By

Mayor

By

City Clerk

Page 13
EXHIBIT "A"

Legal Description
Cleaver Property – Annexation Description

A parcel located in the N ½ of the SE ¼ of the SE ¼ of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the northeast corner of said N ½ of the SE ¼ of the SE ¼, from which a brass cap monument marking the southeast corner of the SE ¼ of said Section 6 (Section Corner) bears S 0°16'09" W a distance of 1326.70 feet;

Thence N 89°55'35" W along the northerly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 25.00 feet to the POINT OF BEGINNING;

Thence S 0°16'09" W along a line 25.00 feet west of and parallel to the easterly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 336.43 feet to a ½ inch diameter iron pin;

Thence N 89°43'51" W a distance of 120.93 feet to a 5/8 inch diameter iron pin;

Thence S 0°16'09" W a distance of 112.79 feet to a 5/8 inch diameter iron pin;

Thence S 89°43'51" E a distance of 120.93 feet to a ½ inch diameter iron pin;

Thence S 0°16'09" W along a line 25.00 feet west of and parallel to the easterly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 214.12 feet to a 5/8 inch diameter iron pin on the southerly boundary of said N ½ of the SE ¼ of the SE ¼;

Thence N 89°53'59" W along said southerly boundary a distance of 1297.28 feet to a point marking the southwest corner of said parcel;

Thence N 0°19'43" E along the westerly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 662.74 feet to a 5/8 inch diameter iron pin marking the northwest corner of said parcel;

Thence S 89°55'35" E along the northerly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 1296.60 feet to the POINT OF BEGINNING.

SAID PARCEL: Containing 19.43 acres, more or less

SUBJECT TO: Any easements, rights, rights-of-way or any encumbrances

Clinton W. Hansen, PLS
Land Solutions, PC
Revised: August 8, 2006
EXHIBIT "A-1"

Legal Description

Dyas Property – Annexation Description

A parcel located in the N ½ of the SE ¼ of the SE ¼ of Section 6, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the northeast corner of said N ½ of the SE ¼ of the SE ¼, from which a brass cap monument marking the southeast corner of the SE ¼ of said Section 6 (Section Corner) bears S 0°16'09" W a distance of 1326.70 feet;

Thence N 89°55'35" W along the northerly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 25.00 feet to a point;

Thence S 0°16'09" W along a line 25.00 feet west of and parallel to the easterly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 336.43 feet to a ½ inch diameter iron pin and the POINT OF BEGINNING;

Thence continuing along said line S 0°16'09" W a distance of 112.79 feet to a ½ inch diameter iron pin;

Thence N 89°43'51" W a distance of 120.93 feet to a 5/8 inch diameter iron pin;

Thence N 0°16'09" E a distance of 112.79 feet to a 5/8 inch diameter iron pin;

Thence S 89°43'51" E a distance of 120.93 feet to the POINT OF BEGINNING.

SAID PARCEL: Containing 0.31 acres, more or less

SUBJECT TO: Any easements, rights, rights-of-way or any encumbrances

Clinton W. Hansen, PLS
Land Solutions, PC
August 8, 2006
DEVELOPMENT AGREEMENT ANNEXATION AND ZONING TO RS 8.5 (SINGLE FAMILY RESIDENTIAL – 8,500 SQ. FT.) FOR APPROX. 20.12 ACRES AT 17155 AND 17175 STAR RD. (ON THE WEST SIDE OF STAR RD. NORTH OF CHERRY LANE BEING A PORTION OF THE N 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 6, T3N, R1W, BM) FOR QUALIFICATION AND PARTICIPATION IN THE PROPOSED UD TO EXTEND SEWER SERVICES TO THE PURDAM DRAINAGE AREA FOR LANDMARK ENGINEERING AND TRUST 1 LLC. PROJECT: 13-0652
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this 26th day of June, 2006 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and Trust 1 LLC, hereinafter referred to as "Owner/Developer."

RECITALS

A. Owner/Developer is the owner of approximately 20.12 acres of real property legally described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Owner/Developer applied to City on January 30, 2006 (the "date of application") for annexation of the Property into City and for rezoning of the Property to RS 8.5 (Single Family Residential 8,500 sq. ft.) in anticipation of the development and construction of a residential subdivision (the "Project").

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

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

AGREEMENT

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

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

2. The Project shall be developed in general conformance with the conceptual plan attached hereto as Exhibit "B" and made a part hereof (the "Conceptual Plan"); provided, however, that Owner/Developer shall have limited flexibility to develop the Property to meet market conditions, and the only specific commitments concerning development of the Project which Owner/Developer is making are set forth herein. Upon recordation of this Agreement, Owner/Developer shall have all approvals required from City for development of the Project in
endorsement general conformance concerns, from requiring revision of 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 file. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this agreement or the annexation pursuant thereto.

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

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

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

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

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

14. In the event Owner/Developer, its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner/Developer or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.
   a. A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by Owner/Developer of any default by City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of Owner/Developer or apply to any subsequent breach of any such or other covenants and conditions.
   b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner/Developer shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting
party's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner/Developer for the portion of the Property still owned by Owner/Developer.

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

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

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

CITY OF NAMPA

[Signature]
Tom Dale, Mayor

[Signature]
Attest: Diana Lambing, City Clerk

OWNER DEVELOPER

[Signature]
Oliver Cleaver, Managing Member
Trust 1 LLC
STATE OF IDAHO )
) ss.
County of Canyon )

On this 5th day of September, 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.

[Signature]
Notary Public for State of Idaho
Residing at Nampa, Canyon County, Idaho

STATE OF IDAHO )
) ss.
County of Canyon )

On this 8th day of August, in the year of 2006 before me, Magdalena A. DeLeon, personally appeared Oliver Cleaver, known or identified to me, to be a Managing Member of Trust 1, LLC, 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 Trust 1, LLC.

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: Jan 14, 2007
EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY

A parcel being the N ½ of the SE ¼ of the SE ¼ of Section 6, Township 3 North, Range 1 West, Boise, Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a 5/8 inch diameter iron pin marking the northeast corner of said N ½ of the SE ¼ of the SE ¼, from which a brass cap monument marking the southeast corner of the SE ¼ of the SE ¼ of said Section 6 (Section Corner) bears S 0°16'09” W a distance of 1326.70 feet;

Thence S 0°16'09” W along the easterly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 663.35 feet to a 5/8 inch diameter iron pin marking the southeast corner of said parcel;

Thence N 89°53'59” W along the easterly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 1322.28 feet to a point marking the southwest corner of said parcel;

Thence N 0°19'43” E along the westerly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 662.74 feet to a 5/8 inch diameter iron pin marking the northwest corner of said parcel;

Thence S 89°55'35” E along the northerly boundary of said N ½ of the SE ¼ of the SE ¼ a distance of 1321.60 feet to the POINT OF BEGINNING.

Said parcel containing 20.12 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 3.15 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.
June 28, 2019

Norman Holm
Nampa City
411 Third Street South
Nampa, ID 83651

RE: SPS-00020-2019/ Atkinson Acres Subdivision; 5025 Feather Creek Lane

Dear Norm:

Providing all storm drainage is retained on-site there will be no impact to Nampa & Meridian Irrigation District (NMID). Therefore, no further review will be required at this time.

If any surface drainage leaves the site, NMID requires a filed Land Use Change Application for review prior to final platting. Please contact Elke Adams at (208) 466-7861, or 1503 First St. S. Nampa, ID 83651, for further information.

All private laterals and waste ways must be protected. It is recommended that irrigation water be available to all developments within the NMID. Developers must comply with Idaho Code 31-3803.

Please call with any further questions at (208) 466-0663.

Sincerely,

[Signature]

David T. Duvall
Asst. Water Superintendent
Nampa & Meridian Irrigation District
DTD/ gnf

Cc: Office/ File
DATE: July 8, 2019
TO: Nampa Planning & Zoning Department
FROM: Caleb LaClair, P.E. – Assistant City Engineer
CC: Daniel Badger, P.E. – City Engineer
CC: Tom Points, P.E. – Public Works Director

The Engineering Division has completed a review of the Short Plat application for Atkinson Acres Subdivision and recommend the following conditions and comments.

General Comments

1. The property is located at 5025 E Feather Creek Lane west of Star Road and north of Tenmile Creek. The property is already annexed and zoned in the City as “RA”. Access to the property is from Feather Creek Lane, which is an existing private street.

2. The City currently is not able to provide water, sewer, or pressure irrigation service to this property. The closest City water and pressure irrigation services are located over 3,000 feet to the south in Star Road, south of the Purdam Gulch Drain, and in Cherry Lane west of Rose Briar Lane. The property is within the Purdam sewer basin and is intended to sewer to the north to Ustick Road. The Ustick Road sewer trunk main is currently over 3-miles away. As a result, it is not considered economically feasible for the property to connect to or extend City utilities.

3. City water is planned to be extended in Star Road and Cherry Lane as part of the Silver Star and Spring Hollow Ranch Subdivisions. New pressure irrigation pump stations and delivery pipes will also be constructed with these subdivisions.

4. The proposed lots are greater than 1-acre in size. Given this, and that City sewer is not available nor feasible to extend to the property at this time, the use of individual on-lot septic systems is acceptable. Septic system permitting will be through the Southwest District Health Department.

5. The property has frontage onto Star Road, which is classified as a Minor Arterial. As a result, it is subject to frontage improvements required by Nampa City Code Section 9-3-1, including sidewalk and drainage facilities. The necessary 50’ of public right-of-way has already been dedicated.
Preliminary/Final Plat Comments

1. The minimum public utility width along subdivision boundary adjacent to un-platted property is 12'. Increase the easement width along the northerly and westerly subdivision boundaries from 10' to 12'.

2. Add Block # to the plat.

Conditions of Approval

1. A 5’ wide sidewalk shall be constructed along the Star Road frontage in accordance with Nampa Standard Drawing N-822 and all City Policy’s and specifications prior to Building Permit approval of Lot 1, Block 1 of the subdivision. The sidewalk shall be elevated to account for future widening of Star Road. The sidewalk shall be inspected by Nampa Engineering Division, and Developer/Builder shall pay required inspection fees. A Right-of-Way Encroachment Permit shall be obtained from Nampa Highway District No. 1 prior to any work within the Star Road right-of-way.

2. Obtain a septic permit from Southwest District Health Department and submit a copy to the Nampa Building Department prior to Building Permit approval for any and all lots within the subdivision.

3. The Developer’s Surveyor shall address all Final Plat comments prior to City Engineer signature of the plat.
June 26, 2019

Norman Holm
Nampa City
411 Third Street South
Nampa, ID 83651

RE: SPS-00020-2019/ Atkinson Acres Subdivision; 5025 Feather Creek Lane

Dear Norm:

Providing all storm drainage is retained on-site there will be no impact to Nampa & Meridian Irrigation District (NMID). Therefore, no further review will be required at this time.

If any surface drainage leaves the site, NMID requires a filed Land Use Change Application for review prior to final platting. Please contact Elke Adams at (208) 466-7861, or 1503 First St. S. Nampa, ID 83651, for further information.

All private laterals and waste ways must be protected. It is recommended that irrigation water be available to all developments within the NMID. Developers must comply with Idaho Code 31-3803.

Please call with any further questions at (208) 466-0663.

Sincerely,

David T. Duvall
Asst. Water Superintendent
Nampa & Meridian Irrigation District
DTD/ gnf

Cc: Office/ File
The above listed project been reviewed by the City of Nampa's Planning Department for compliance with all applicable planning codes, and the following items and/or revisions are required prior to Planning approval:

1. **Landscape buffer required**: The proposed subdivision is located on Star Road, a Minor Arterial. Nampa City Code requires a 25' landscape buffer from the edge of the right-of-way for new subdivision development (NCC 10-33-4.A.1.d.3). The plans that were submitted do not show this landscape buffer.

2. Please submit a landscape plan showing required landscaping in a 25' landscape buffer from the edge of the Star Road right-of-way for review and approval. Please refer to Title 10, Chapter 33 of the Nampa City Code for landscaping requirements: [https://www.cityofnampa.us/DocumentCenter/View/200/Zoning-Ch-33-Corridor-Beautificationpdf?bidId](https://www.cityofnampa.us/DocumentCenter/View/200/Zoning-Ch-33-Corridor-Beautificationpdf?bidId)


4. Please use Class II trees in the landscape buffer.

If you have questions or would like to discuss this interpretation of the planning code, please call my direct line at (208) 468-5406.

Doug Critchfield  
Senior Planner  
Nampa Planning Dept.  
E-mail address: critchfieldd@cityofnampa.us
Hi Shellie,

Nampa Parks has reviewed the short plat for Atkinson Acres Subdivision Project: SPS-00020-2019. We have no requests.

Thank you,

Cody Swander
Parks Superintendent
O: 208.468.5890, F: 208.465.2321
Nampa Parks – Facebook Page

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.
Sylvia Mackrill

From: Sylvia Mackrill
Sent: Wednesday, June 26, 2019 11:02 AM
To: Sylvia Mackrill
Subject: Atkinson Acres Subdivision; SPS-0020-2019; Short Plat Review

Sylvia,

The City Forester made the following comment/notes regarding SPS-0020-2019 –

No Landscape plans with the plan set where sent, unable to give a review.

Carolynn Murray
Administrative Coordinator
O: 208.468.5890, C: 208.371.4877

Nampa Parks & Forestry – Facebook Page

Celebrating Nampa’s 21st year as a Tree City USA recipient!!!

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Hi Shellie,

Nampa Highway District #1 has no comment.

Thank you,

Eddy