Applicant(s)/Engineer(s): City of Nampa

File(s): DAMO-032-2019

Analyst: Rodney Ashby, Principal Planner

Date: August 6, 2019

Requested Action Approval(s) and Location(s):
Rescission of Annexation and Zoning Development Agreement between Trust 1 LLC and the City of Nampa recorded 9/12/2006 as Inst. No. 200674066 repealing the Development Agreement applicable to the property at 17155 and 17175 Star Road (On the west side of Star Road north of Cherry Lane being a 20.12 acre portion of the N ½ of the SE ¼ of Section 6, T3N, R1W, BM).

(Decision Required: Recommendation)

Status of Applicant: City of Nampa

Existing Zoning: RA (Suburban Residential)

Location: 5025, 5020, 5120, & 5125 Feather Creek Lane

Existing Land Use: Large Lot Residential
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, but Development Agreement stayed with the two original properties
2015 - An administrative lot split and lot line adjustment divided the properties into four roughly five-acre parcels.
2016 - Rezone to RA; no Development Agreement Modification was requested; Low Angle Subdivision Short-plat was approved to the immediate west of the subject parcels. Since Low Angle Subdivision was land locked, a private roadway was constructed, an easement secured, and a joint maintenance agreement created, for Feather Creek Lane which provided access to Low Angle Subdivision and to the four newly created parcels which retain the development agreement.
May 22nd, 2019 - Application for Short Plat Subdivision for Atkinson Acres Subdivision

Surrounding Land Use and Zoning:
North - Vacant Farmland on an RA (suburban residential) lot
South - Single Family Homes on roughly 2.5 acre lots (County parcel)
East - Single Family Home and vacant farmland (County parcel)
West - Single Family Homes on 1 & 2 acre lots (RA zoning)

Comprehensive Plan Designation: Community Mixed Use, abutting a Medium Density Residential designation

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

Correspondence:
• No Correspondence was received

STAFF FINDINGS & DISCUSSION

Subdivision Short Plat
During the review of a requested short-plat project on one of the four subject properties, 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. 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 (and Legal Counsel concurred) it is necessary that the City pursue the rescinding of the Development Agreement.
SUGGESTED CONDITIONS OF APPROVAL

No conditions

ATTACHMENTS

- Application
- Zoning Map
- Comprehensive Plan FLU Map
- Vicinity Map/Aerial
- Ord. 3613 - 2006 Development Agreement for Sonoma Creek Subdivision
- Ord. 4287 – 2016 Rezone from RS8.5 to RA (Suburban Residential)
17155 & 17175 Star Rd

Rescission of Annexation and Zoning Development Agreement between Trust 1 LLC & City of Nampa

DAMO-00032-2019 8/6/2019

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

[Signature]
Mayor

[Signature]
City Clerk
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 the SE ¼ of said Section 6 (Section Corner) bears S 0°16'09" W a distance of 1328.70 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

LandSolutions
Land Surveying and Consulting

Cleaver-Star Rd Property
Job No. 05-16
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 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 ¼ OF THE SE ¼ OF THE SE ¼ OF SECTION 6, T3N, R1W, BM FOR QUALIFICATION AND PARTICIPATION IN THE PROPOSED LID 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 April, 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
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 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

Tom Dale, Mayor

Attest: Diana Lambing, City Clerk

OWNER/DEVELOPER

Oliver Cleaver, Managing Member
Trust 1 LLC
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.

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

On this 8th day of August, in the year of 2006 before me, Magdalena A. Dillon, 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.

Magdalena A. Dillon
Notary Public for State of Idaho
Residing at Canyon County, Nampa
Commission Expires: Jan 14, 2007
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 “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.
ORDINANCE NO. 4287

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO TO PROVIDE RA (RESIDENTIAL SUBURBAN) ZONE DESIGNATION FOR CERTAIN LANDS, COMMONLY KNOWN AS 17155, 17175, 17225, AND “0” STAR ROAD, AND “0” CHERRY LANE, NAMPA, IDAHO, COMPRISING APPROXIMATELY 27.069 ACRES, MORE OR LESS; DETERMINING THAT SAID ZONING IS IN THE BEST INTEREST OF THE CITIZENS AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF NAMPA, IDAHO; REZONING SAID PROPERTY FROM RS 8.5 (SINGLE FAMILY RESIDENTIAL – WITH A “REQUIRED PROPERTY AREA” OF AT LEAST 8,500 SQUARE FEET) TO RA (RESIDENTIAL SUBURBAN); PROVIDING FOR RECORDBATION; INSTRUCTING THE CITY ENGINEER TO DESIGNATE SAID PROPERTY AS RA (RESIDENTIAL SUBURBAN) ON THE OFFICIAL ZONING MAP AND OTHER AREA MAPS OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE; AND REPEALING ALL ORDINANCES, RULES AND REGULATIONS, AND PARTS THEREOF, IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, STATE OF IDAHO;

SECTION 1. Whereas, it has been determined by the Nampa City Council, upon the recommendation of the Nampa Planning & Zoning Commission and the public notice and hearing processes required by Idaho Code chapter 65, Title 67, that a rezone request applied for by John Low to rezone the hereinafter described real property from RS 8.5 (Single Family Residential – with a “Required Property Area” of at least 8,500 Square Feet) to RA (Suburban Residential) should be approved.

SECTION 2. It is hereby determined to be in the best interests of the public, and consistent with the Nampa Comprehensive Plan, that the following described property in the City of Nampa, Canyon County, Idaho, commonly known as 17155, 17175, 17225, and “0” Star Road, and “0” Cherry Lane, in Nampa, Idaho, comprising 27.069 acres, more or less, be, and hereby is, rezoned from RS 8.5 (Single Family Residential – with a “Required Property Area” of at least 8,500 Square Feet) to RA (Suburban Residential), to-wit:

See Exhibit “A,” attached hereto and made a part hereof by this reference.

SECTION 3. That the recordation of this ordinance shall be deemed for all intents and purposes as an amendment to the zoning ordinance and zoning map of the City of Nampa. The City Engineer is instructed to designate said property as RA (Suburban Residential) on the Official Zoning Map and other area maps of the City of Nampa.

SECTION 4. This ordinance shall be in full force and effect from and after its passage, approval, publication and recordation according to law.
SECTION 5. All ordinances, rules and regulations, and parts thereof, in conflict herewith are repealed.


APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 3RD DAY OF OCTOBER, 2016.

Approved: 

By Mayor

Attest: 

By City Clerk.
State of Idaho  

Canyon County  

On this 3rd day of October, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Henry and Deborah L. Bishop 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.

Patricia Rose  
Residing at: Nampa, Canyon County, Idaho  
My Commission Expires: 09/01/2022
PROPERTY DESCRIPTION

FOR

JOHN LOW

PARCEL A

A parcel of land lying in a portion of the SE1/4 SE1/4 of Section 6, T.3N., R.1W. Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a point marking the E1/4 Corner of said Section 6, thence S.00°16'41"W., 1326.55 feet along the East line of said Section 6 to a 5/8" iron pin; Thence along the Northerly boundary line of the SE1/4 of the SE1/4 of said Section 6, N.89°55'35"W. 50.10 feet to the Westerly Right of Way line of Star Road to a 5/8 iron pin, being the POINT OF BEGINNING;

Thence along the Westerly Right of Way line of Star Road, S.00°15'39"W. 352.97 feet to a 1/2" iron pin; Thence along the Southernly Easement Line, S.89°47'00"W. 614.60 feet to a 1/2" iron pin; Thence N.00°17'57"E. 356.08 feet to the Northerly Boundary Line of the SE 1/4 of the SE1/4 of said Section 6, marked by a 1/2" iron pin; Thence along the Northerly boundary line, S.89°55'35"E. 614.54 feet to the POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH:

A 50' (Fifty foot) Wide Access and Utility Easement being a Strip of Land Lying in a portion of the SE1/4 of the SE1/4 of Section 6, T.3N., R.1W. Boise Meridian, Canyon County, Idaho, said Easement being more particularly described as follow:

Commencing at a point marking the E1/4 Corner of said Section 6, thence S.00°16'41"W., 1326.55 feet along the East line of said Section 6 to a 5/8" iron pin; Thence along the Northerly boundary line of the SE1/4 of the SE1/4 of said Section 6, N.89°55'35"W. 50.10 feet to the Westerly Right of Way line of Star Road to a 5/8 iron pin; Thence along the Westerly Right of Way line of Star Road, S.00°15'39"W. 302.97 feet to the POINT OF BEGINNING;

Thence along the Northerly Easement Line, S.89°47'00"W. 1271.90 feet to a point; Thence S.00°18'43"W. 50.00 feet to a point; Thence along the Southerly Easement Line, N.89°47'00"E. 1271.95 feet to a 1/2" iron pin; Thence along the Westerly Right of Way Line of Star Road, N.00°15'39"E. 50.00 feet to the POINT OF BEGINNING.
PROPERTY DESCRIPTION
FOR
JOHN LOW
PARCEL B

A parcel of land lying in a portion of the SE1/4 SE1/4 of Section 6, T.3N., R.1W. Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a point marking the E1/4 Corner of said Section 6, thence S.00°16'41"W., 1326.55 feet along the East line of said Section 6 to a 5/8" iron pin; Thence along the Northerly boundary line of the SE1/4 of said Section 6, N.89°55'35"W. 50.10 feet to the Westerly Right of Way Line of Star Road to a 5/8 iron pin; Thence along the Westerly Right of Way line of Star Road, S.00°15'39"W. 352.97 feet to the POINT OF BEGINNING;

Thence along the Southerly Easement Line, S.89°47'00"W. 614.60 feet to a 1/2" iron pin; Thence S.00°17'57"W. 306.96 feet to the Southerly Boundary Line of the SE1/4 of said Section 6, to a point; Thence along the Southerly boundary line, S.89°53'59"E. 614.79 feet to a point; Thence N.00°15'39"E 310.36 feet to the POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH:

A 50' (Fifty foot) Wide Road Easement being a Strip of Land Lying in a portion of the SE1/4 of the SE1/4 of Section 6, T.3N., R.1W. Boise Meridian, Canyon County, Idaho, said Easement being more particularly described as follow:

Commencing at a point marking the E1/4 Corner of said Section 6, Thence S.00°16'41"W., 1326.55 feet along the East line of said Section 6 to a 5/8" iron pin; Thence along the Northerly boundary line of the SE1/4 of said Section 6, N.89°55'35"W. 50.10 feet to the Westerly Right of Way Line of Star Road to a 5/8 iron pin; Thence along the Westerly Right of Way line of Star Road, S.00°15'39"W. 302.97 feet to the POINT OF BEGINNING;

Thence along the Northerly Easement Line, S.89°47'00"W. 1271.90 feet to a point; Thence S.00°18'43"W. 50.00 feet to a point; Thence along the Southerly Easement Line, N.89°47'00"E. 1271.95 feet to a 1/2" iron pin; Thence along the Westerly Right of Way Line of Star Road, N.00°15'39"E. 50.00 feet to the POINT OF BEGINNING.
PROPERTY DESCRIPTION

FOR

JOHN LOW

PARCEL C

A parcel of land lying in a portion of the SE\(\frac{1}{4}\) SE\(\frac{1}{4}\) of Section 6, T.3N., R.1W. Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a point marking the E\(\frac{1}{4}\) Corner of said Section 6, thence S.00°16'41"W., 1326.55 feet along the East line of said Section 6 to a 5/8" iron pin; Thence along the Northerly boundary line of the SE\(\frac{1}{4}\) of the SE\(\frac{1}{4}\) of said Section 6, N.89°55'35"W. 50.10 feet to the Westerly Right of Way Line of Star Road to a 5/8 iron pin; Thence along the Westerly Right of Way line of Star Road, S.00°15'39"W. 663.35 feet to a point; Thence along the Southerly Boundary Line of the SE\(\frac{1}{4}\) of the SE\(\frac{1}{4}\) of said Section 6, N.89°53'59"W. 614.79 feet to the POINT OF BEGINNING;

Thence continuing along the Southerly Boundary Line of the SE\(\frac{1}{4}\) of the SE\(\frac{1}{4}\) of said Section 6, N.89°53'59"W. 657.39 feet to a point; Thence along the Westerly Boundary Line N.00°18'43"E. 331.29 feet to a 1/2" iron pin; Thence along Northernly Boundary Line S.89°55'38"E. 657.32 feet to a 1/2" iron pin; Thence S.00°17'57"W. 331.60 feet to the POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH:

A 50' (Fifty foot) Wide Road Easement being a Strip of Land Lying in a portion of the SE\(\frac{1}{4}\) of the SE\(\frac{1}{4}\) of Section 6, T.3N., R.1W. Boise Meridian, Canyon County, Idaho, said Easement being more particularly described as follow:

Commencing at a point marking the E\(\frac{1}{4}\) Corner of said Section 6, thence S.00°16'41"W., 1326.55 feet along the East line of said Section 6 to a 5/8" iron pin; Thence along the Northerly boundary line of the SE\(\frac{1}{4}\) of the SE\(\frac{1}{4}\) of said Section 6, N.89°55'35"W. 50.10 feet to the Westerly Right of Way Line of Star Road to a 5/8 iron pin; Thence along the Westerly Right of Way line of Star Road, S.00°15'39"W. 302.97 feet to the POINT OF BEGINNING;

Thence along the Northerly Easement Line, S.89°47'00"W. 1271.90 feet to a point; Thence S.00°18'43"W. 50.00 feet to a point; Thence along the Southerly Easement Line, N.89°47'00"E. 1271.95 feet to a 1/2" iron pin; Thence along the Westerly Right of Way Line of Star Road, N.00°15'39"E. 50.00 feet to the POINT OF BEGINNING.

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PROPERTY DESCRIPTION

FOR

JOHN LOW

PARCEL D

A parcel of land lying in a portion of the SE1/4 SE1/4 of Section 6, T.3N., R.1W. Boise Meridian, Canyon County, Idaho, said parcel being more particularly described as follows:

Commencing at a point marking the E1/4 Corner of said Section 6, thence S.00°16'41"W., 1326.55 feet along the East line of said Section 6 to a 5/8" iron pin; Thence along the Northerly boundary line of the SE1/4 of the SE1/4 of said Section 6, N.89°55'35"W. 664.64 feet to the POINT OF BEGINNING;

Thence continuing along the Northerly boundary line of the SE1/4 of the SE1/4 of said Section 6, N.89°55'35"W. 657.05 feet to a 5/8" iron pin; Thence along the Westerly Boundary Line S.00°18'43"W. 331.46 feet to a 1/2" iron pin; Thence along the Southerly Boundary Line, S.89°55'38"E. 657.22 feet to a 1/2" iron pin; Thence N.00°17'57"E. 331.44 feet to the POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH:

A 50' (Fifty foot) Wide Road Easement being a Strip of Land Lying in a portion of the SE1/4 of the SE1/4 of Section 6, T.3N., R.1W. Boise Meridian, Canyon County, Idaho, said Easement being more particularly described as follow:

Commencing at a point marking the E1/4 Corner of said Section 6, thence S.00°16'41"W., 1326.55 feet along the East line of said Section 6 to a 5/8" iron pin; Thence along the Northerly boundary line of the SE1/4 of the SE1/4 of said Section 6, N.89°55'35"W. 50.10 feet to the Westerly Right of Way Line of Star Road to a 5/8 iron pin; Thence along the Westerly Right of Way line of Star Road, S.00°15'39"W. 302.97 feet to the POINT OF BEGINNING;

Thence along the Northerly Easement Line, S.89°47'00"W. 1271.90 feet to a point; Thence S.00°18'43"W. 50.00 feet to a point; Thence along the Southerly Easement Line, N.89°47'00"E. 1271.95 feet to a 1/2" iron pin; Thence along the Westerly Right of Way Line of Star Road, N.00°15'39"E. 50.00 feet to the POINT OF BEGINNING.
Landlocked Triangle
R3038000000

17175 Star Rd. (Parcel 1290A) Legal Description

A part of the Southwest Quarter of the Southeast Quarter, Section 6, Township 3 North, Range
1 West, Boise Meridian, Canyon County, Idaho, lying North and East of the Ten Mile drain ditch,
more particularly described as follows:

Beginning at the South quarter corner of Section 6; thence
South 89° 54' east 1320 feet along the section line to a point; thence
North 0° 15' East 655.81 feet along the East 1/16 line to the Real Point of Beginning; thence
North 0° 15' East 664.19 feet along the East 1/16 line to a point; thence
North 89° 54' West 997.64 feet along the South 1/16 line to a point; thence
South 56° 12' East 1197.06 feet along the centerline of the Ten Mile drain ditch to the REAL
POINT OF BEGINNING.
ZONING MAP AMENDMENT FROM RS 8.5 (SINGLE FAMILY RESIDENTIAL - 8,500 SQ. FT.) TO RA (SUBURBAN RESIDENTIAL) AT 17155, 17175, 17225, 0 STAR ROAD AND 0 CHERRY LANE (AN APPROXIMATE 27.069 ACRE PORTION OF THE SE 1/4 SECTION 6, T3N, R1W, BM) FOR JOHN LOW (ZMA 018-2016).
AFFIDAVIT OF PUBLICATION
STATE OF IDAHO ss.
County of Canyon

Sharon Jessen
of Nampa, Canyon County, Idaho, being
first duly sworn, deposes and says:

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

That said notice was published the following:
10/11/2016

STATE OF IDAHO
County of Canyon
On this 11th day of October in the year of
2016 before me a Notary Public, personally appeared.
Sharon Jessen, known or identified
to me to be the person whose name is subscribed
to the within instrument, and being by me first
duly sworn, declared that the statements therein
are true, and acknowledge to me that he/she
executed the same.

Notary Public for Idaho
Residing at Canyon County
My Commission expires 07/25/2018
ORDINANCE

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO, REZONING THE AREA DESIGNATION FROM "C" (SUBURBAN) TO "RA" (RESIDENTIAL AREA) FOR THE DESIGNATED PARCELS, 17155, 17175, 17225, AND "0" STAR ROAD, COMPRISING APPROXIMATELY 27.069 ACRES, WHICH IS IN THE BEST INTEREST OF THE COMPREHENSIVE PLAN OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; PROVIDING FOR RECORATION; INSTRUCTING THE MAYOR AND CITY COUNCIL TO REZONE THE DESIGNATED AREA AS RA (RESIDENTIAL SUBURBAN) AND REPEALING ALL ORDINANCES, RULES AND REGULATIONS CONFLICTING HEREBITH.

BE IT ORDAINED BY THE MAYOR AND COUNCIL, CANYON COUNTY, STATE OF IDAHO:

SECTION 1. Whereas, it has been determined by the Nampa Planning & Zoning Commission that a rezoning of the hereinafter described area is in the best interest of the City of Nampa, CANYON COUNTY, IDAHO, commonly known as "0" Cherry Lane, in Nampa, Idaho, comprising approximately 27.069 acres, should be approved.

SECTION 2. It is hereby determined to be in conformity with the Nampa Comprehensive Plan, that the aforementioned area should be reclassified from "C" (SUBURBAN) to "RA" (RESIDENTIAL AREA) and that "0" Cherry Lane, in Nampa, Idaho, comprising approximately 27.069 acres, should be reclassified from "C" (SUBURBAN) to "RA" (RESIDENTIAL AREA).

SECTION 3. That the recordation of this ordinance as an amendment to the zoning ordinance, City Engineer is instructed to designate said property as RA (Residential Area), and the City Clerk is instructed to record the same in the City of Nampa, CANYON COUNTY, IDAHO, in the Records Office of the City of Nampa, CANYON COUNTY, IDAHO.

SECTION 4. This ordinance shall be in full force and effect from the date of its passage, publication, and recording.

SECTION 5. All ordinances, rules and regulations previously in effect with respect to the area hereby rezoned are hereby repealed.

Passed by the Council and approved by the Mayor on

Bob Henry, Mayor

Attest

City Clerk