STAFF REPORT – PUBLIC HEARING #6

Annexation and Zoning to BC (Community Business) for 1.851 acres and to RS6 (Single Family Residential – 6,000 sq. ft.) for .482 acres at 2123 N. Middleton Rd.

Applicant & Owner(s): Alfredo Escobedo

File No: ANN 130-19

Prepared by: Rodney Ashby

Date: August 20, 2019

Applicant’s Stated Purpose: “To split property for a house and a vehicle dealership”

GENERAL INFORMATION

Planning and Zoning History: The property is a part of a 1 (one) property enclaved area.

Annexation Location: 2123 N. Middleton Rd (a portion of the NE ¼ NE ¼ of Section 18, T3N, R2W, BM)

Total Size: 2.33 acres or 101,494.8 sq. ft.

Existing Zoning: none

Proposed Zoning: RS6 (single-family residential) for the portion of the property where a single family home and yard already exists, and BC (Community Business) for the western portion of the property (west of the existing garage). These newly created parcels are shown on the attached Record of Survey.

Comprehensive Plan Designation: Community Mixed Use
Surrounding Land Use and Zoning:
North- Saint Alphonsus Urgent Care, BC (Community Business) zoning district
South- Ag pasture & single family home, BC (Community Business) zoning district
East- Middleton Rd, RS6 (single family 6,000 sf lots) zoning district; and Karcher Church of the Nazarene, BC (Community Business) zoning district
West- Elijah Drain and Vacant land, RMH (Multiple-Family Residential) zoning district

Applicable Regulations: In order for a property to be annexed it must be contiguous with the city limits or be enclaved by other properties so annexed. The enclaved area connects with the city limits on all its sides.

Existing Uses: It appears to have been used for a residential home and for vehicle and vehicle parts storage.

SPECIAL INFORMATION

Public Utilities:
18” sewer main in Karcher Rd
12” water main in Middleton Rd
6” pressure irrigation main in Middleton Rd

Public Services: Police and fire already service city incorporated areas near the location.

Transportation: Access to the parcel is from Middleton Rd.

CORRESPONDENCE

Eric Davis from Retail West Properties, LLC representing the Saint Alphonsus Urgent Care property to the north, called staff and reported that a U Turn agreement was entered into between the property owner and the City of Nampa at time of development. This agreement stipulated that if properties to the south were developed, a shared access would be necessary. Attached is the agreement. City Engineering Division has reviewed the agreement and have confirmed this approach in their staff memo.

He provided that agreement and after review, Pioneer Irrigation District noted that the Elijah Drain is a Bureau of Reclamation facility, that will require protecting the right-of-way of 110 feet (55 feet from the center of the drain on each side). Any encroachment into the right of way will require coordination with the Bureau of Reclamation.

The Nampa Highway District #1 had no comment.

The Nampa & Meridian Irrigation District had no comment.

The Nampa Engineering Division noted that water sewer, and irrigation systems have capacity to serve the property. They note that no additional right-of-way dedication is necessary. Engineering provided the following recommended conditions of staff.
1. Access to the property from Middleton Road, including shared access with the adjacent northerly property shall adhere to the requirements of the "U-Turn Agreement", recorded with Canyon County as Instrument # 2015-003959.

2. Any onsite wells or septic systems shall be abandoned and/or removed in accordance with Local and State regulations at the time of property development/redevelopment and prior to connection to City services.

3. Any and all domestic and irrigation surface and/or groundwater rights shall be transferred to the City at the time of property development/redevelopment, and prior to connection to City services. Applicant/Owner shall provide documentation to the Nampa Engineering Division verifying water rights for the full parcel.

4. Utilities shall be constructed to and through the site at the time of property development/redevelopment, and at the sole expense of the Developer.

5. Applicant/Owner shall comply with all City Codes, Policies, and Standards in place at the time of property development/redevelopment.

**STAFF FINDINGS AND DISCUSSION**

The location is shown on the comprehensive plan "future land use map" as being a Community Mixed Use designation as described in the Comprehensive Plan. The plan states, "Community Mixed-Use districts are recommended locations for development that are specifically planned to include commercial uses, would focus on more communitywide needs and services. These areas should be sited along major transportation corridors." Mixed use principles include:

- Provide an interconnection circulation system that is convenient for automobiles, pedestrians and transit;
- Located on major transportation corridors;
- May include higher density residential and;
- Landscape areas.

Though the single-family home on this property does not fit these principles, it is an existing condition that is unreasonable to expect should be eliminated from the proposed use. A vehicle dealership may be considered a community-wide need that draws customers across the community. As such, the proposed zoning is compatible with the Comprehensive Plan for this area. It is also compatible with the zoning that has been requested.

The Comprehensive Plan strongly encourages "in-fill development" for the many benefits that are outlined in the plan. Though this may not feel like a typical in-fill development because of the lack of the area being fully developed out, it is an enclaved area where utilities and other city services are already being provided in the area. If the Planning & Zoning Commission recommends approval of the requested annexation and zoning the following findings are suggested:

1) The requested annexation property is part of an enclaved area and the property connects with the city limits along all its boundaries.

2) The area can reasonably be assumed to be available for the orderly development of the city with the city limits having grown into the area and the adjacent lands have been annexed and developed.
3) The proposed zoning conforms with the city's comprehensive plan future land use map for Community Mixed-Use and is reasonably compatible with existing and proposed land uses in the area.

4) The property owner requested annexation and zoning to both RS6 (single family residential) and BC (Community Business) to split the property and build a vehicle dealership.

RECOMMENDED CONDITIONS OF APPROVAL

If the Commission recommends approval of the Annexation and Zoning to the City Council staff recommends the following conditions of approval:

1. Developer(s) shall comply with all applicable requirements [including obtaining proper permits – like a Building Permit, etc.] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire, Building, Planning and Zoning and Engineering Departments/Divisions) as the entitlement(s) granted by virtue of the City's approvals of the requested annexation and zoning assignment do not, and shall not have, the effect of abrogating requirements from those departments/agencies in connection with entitlement of the Property; and,

2. Access to the property from Middleton Road, including shared access with the adjacent northerly property shall adhere to the requirements of the "U-Turn Agreement", recorded with Canyon County as Instrument # 2015-003959.

3. Any onsite wells or septic systems shall be abandoned and/or removed in accordance with Local and State regulations at the time of property development/redevelopment and prior to connection to City services.

4. Any and all domestic and irrigation surface and/or groundwater rights shall be transferred to the City at the time of property development/redevelopment, and prior to connection to City services. Applicant/Owner shall provide documentation to the Nampa Engineering Division verifying water rights for the full parcel.

5. Utilities shall be constructed to and through the site at the time of property development/redevelopment, and at the sole expense of the Developer.

6. Applicant/Owner shall comply with all City Codes, Policies, and Standards in place at the time of property development/redevelopment.

ATTACHMENTS

1) Application (page 5)
2) Zoning map (page 6)
3) Comprehensive Plan Future Land Use Map (page 7)
4) Record of Survey (page 8)
5) U-Turn Agreement (Page 9+)
6) Agency and other correspondence (pages 10+)
APPLICATION FOR ANNEXATION/ZONING
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651   P: (208) 468-4487 F: (208) 465-2261
Nonrefundable Fee: $452.00 (1 acre or less)  Nonrefundable Fee: $910.00 (more than 1 acre)

<table>
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<th>Applicant Name</th>
<th>Home Number</th>
<th>Mobile Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alfredo Escobedo</td>
<td>208-564-9645</td>
<td></td>
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<td>224 Dearborn St.</td>
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<th>Applicant’s interest in property:</th>
<th>(X) Own</th>
<th>( ) Rent</th>
<th>( ) Other</th>
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ADDRESS OF SUBJECT PROPERTY: 2123 N. Middleton Rd.

Please provide the following required documentation

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

Project Description

- State the zoning desired for the subject property: BC/RS6
- State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for the use of the subject property: to split property for a house and a vehicle dealership

Dated this 31st day of July, 2019

Alfredo Escobedo

NOTICE TO APPLICANT

This application will be referred to the Nampa Planning Commission for a recommendation on the requested zoning. The Planning Commission shall hold a public hearing and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. Notice shall also be posted on the premises of the subject property not less than 1 week prior to the hearings. Notices will also be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.

OFFICE USE ONLY

FILE NUMBER: ANN - 130 - 2019  PROJECT NAME: Annex + Zone to BC/RS-6
Annexation and zoning to BC- Community Business for Alfredo Escobedo

2123 N Middleton Rd

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

2123 N Middleton Rd

ANN-00130-2019

8/12/2019

For illustrative purposes only.
Comprehensive Plan Future Land Use Map

8/21/2019 4:00:42 PM

Proposed Land Use
- Ag
- LD_Res
- MD_Res
- HD_Res
- Residential Mixed Use
- Community Mixed Use
- Neighborhood Commercial
- Highway Commercial
- General Commercial
- Business Park
U-TURN AGREEMENT

This U-Turn Agreement ("Agreement") is hereby entered into effective as of February 4, 2015 between the City of Nampa, an Idaho municipal corporation ("City") and Karcher Clinic, LLC, an Idaho limited liability company ("Owner").

Recitals

A. Owner owns certain real property located at the southwest corner of Karcher Road and Middleton Road in Nampa, Idaho, legally described in Exhibit A, attached hereto ("Property"). Owner plans to build a medical clinic and retail development on the Property, which requires uninterrupted access to the Property from northbound traffic on Middleton Road.

B. In an April 15, 2014 Right-of-Way Contract, attached hereto as Exhibit B, in exchange for certain real estate granted by the prior owner for right-of-way, City agreed to construct and maintain a 40-foot wide full access (i.e. right-in, right-out, left-in, left-out) commercial drive approach for the Property at approximately station 47+30 on Middleton Road until such time as traffic safety issues warrant further review but with the full access guaranteed for at least five years ("Existing Full Access").

C. Upon development of properties to the south of the Property, the Property will be accessible via a new full access (i.e., right-in, right-out, left-in, left-out) on Middleton Road and a shared drive aisle to the Property through properties to the south, in the location shown on Exhibit C, attached hereto ("New Full Access").

D. In the event traffic safety issues warrant limiting the Existing Full Access (e.g., by installing a median in Middleton Road) before the properties to the south develop and the New Full Access is available to serve the Property, then northbound traffic on Middleton Road would not have access to the Property. Authorization of a u-turn for northbound traffic on Middleton Road at the Karcher Road intersection ensures that the Property has uninterrupted access.

E. City and the Idaho Transportation Department ("ITD") are jointly funding a major intersection project at the Karcher Road and Middleton Road intersection, which is scheduled to commence in November 2014. The current intersection design does not include the necessary improvements to accommodate a u-turn on Middleton Road. Funding for the intersection is limited; the City has contributed more than the minimum matching funds to facilitate the project and does not have funds available to construct the necessary improvements to accommodate the u-turn.

F. Pursuant to Nampa City Code 7-1-8, the Nampa City Council may authorize u-turns. Based on testimony and information submitted, including comments from ITD and a detailed traffic impact study, on October 20, 2014, the Nampa City Council approved a u-turn for northbound traffic on Middleton Road at the Karcher Road intersection based on the terms and conditions set forth in this Agreement.

G. City has authority to enter into this Agreement pursuant to Idaho Code Section 50-301 and Nampa City Code Section 2-2-3-8 and to grant this approval pursuant to the Local Land Use Planning Act in Title 67, Idaho Code, and Nampa City Code Section 7-1-8.
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Agreement

NOW THEREFORE, in consideration of the foregoing recitals, hereby incorporated as terms in this Agreement, and the covenants and conditions set forth below, the parties hereby agree as follows:

1. **U-Turn Authorization.** In accordance with the decision by the Nampa City Council on October 20, 2014, a u-turn is approved for northbound traffic on Middleton Road at the Karcher Road intersection ("U-Turn").

2. **Intersection Improvements.** Owner will coordinate with City and ITD to redesign the intersection to accommodate the U-Turn and to facilitate a change order with ITD’s contractor for the intersection. Owner shall be solely responsible for the costs of revising the intersection design, widening Middleton Road, and dedicating additional right-of-way, all only as necessary to install the U-Turn. These improvements will be made as part of the current intersection project, and upon their completion Owner will have no further obligation pursuant to this Agreement to contribute money or right-of-way for this intersection.

3. **Signage and Programming.** At such time as the Existing Full Access is limited (e.g., by a median in Middleton Road), City shall (i) install appropriate signage to implement the U-Turn and (ii) coordinate with ITD to reprogram the intersection signal to the extent needed.

4. **Sunset.** At such time as the New Full Access is available to serve the Property in the location shown on Exhibit C, City may, in its sole discretion, discontinue or continue the U-turn authorization.

5. **Entire Agreement.** This Agreement, including the attached exhibits hereby incorporated, contains the entire agreement between the parties related to the matter herein, and all prior or contemporaneous agreements, oral or written, are merged herein.

6. **Modification.** No modification of this Agreement shall be valid unless the same is in writing and signed by the parties or their successors and approved by the Nampa City Council.

7. **Binding.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, representatives, successors and assigns.

8. **Authority.** Each party represents and warrants to the other that they have full power and authority to enter into this Agreement.

9. **Recording.** This Agreement may be recorded in the real property records of Canyon County.

10. **Counterparts.** This Agreement may be executed in counterparts.

[end of text; signatures follow]
IN WITNESS WHEREOF the parties have caused their names to be subscribed, effective on the date set forth above.

CITY:

City of Nampa, an Idaho municipal corporation

By: Robert Henry, Mayor

ATTEST

Deborah Bishop, City Clerk - Deputy

STATE OF IDAHO )
SS. )
County of Canyon )

On this 30 day of October, 2014, before me, a Notary Public in and for said State, personally appeared Robert Henry, known or identified to me to be the Mayor of the City of Nampa, who executed the instrument on behalf of said City and acknowledged to me that said City executed the same.

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

Soyla M. Reyna
Notary Public for the State of Idaho
Residing at Nampa
My Commission expires: 10/22/18
OWNER:

Karcher Clinic, LLC, an Idaho limited liability corporation

By: Retail West Properties, LLC, an Idaho limited liability company, Member

By: P. Eric Davis, Manager

STATE OF IDAHO )
) ss.
County of Ada )

On this 14th day of February 2014, before me, a Notary Public in and for said State, personally appeared P. Eric Davis, known or identified to me to be the Manager of Retail West Properties, LLC, a Member of Karcher Clinic, LLC, who executed the instrument on behalf of said limited liability corporation and acknowledged to me that said limited liability corporation executed the same.

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

Janet L. Bosch
Notary Public for the State of Idaho
Boise, Idaho
My Commission expires: 3-17-2017
Exhibit A
Property Description

Legal Description
Karcher Middleton – SW Parcel

A parcel being located in the NE ¼ of the NE ¼ of Section 18, Township 3 North Range 2 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 Section 18, from which a brass cap monument marking the northwest corner of the NE ¼ of said Section 18 bears N 89°29′21″ W a distance of 2634.51 feet;

Thence N 89°29′21″ W along the northerly boundary of said NE ¼ of the NE ¼ a distance of 626.07 feet to a point;

Thence leaving said northerly boundary S 0°30′39″ W a distance of 82.52 feet to a point on the southerly right-of-way of Karcher Road and the POINT OF BEGINNING;

Thence S 89°48′56″ E along said southerly right-of-way a distance of 531.04 feet to a 5/8 inch diameter iron pin;

Thence S 47°45′58″ E a distance of 47.48 feet to a 5/8 inch diameter iron pin on the westerly right-of-way of Middleton Road;

Thence S 6°37′47″ E along said westerly right-of-way a distance of 53.60 feet to a 5/8 inch diameter iron pin;

Thence continuing along said westerly right-of-way S 0°29′42″ W a distance of 127.43 feet to a 5/8 inch diameter iron pin;

Thence leaving said westerly right-of-way N 89°29′55″ W a distance of 514.27 feet to a 5/8 inch diameter iron pin;

Thence N 0°30′05″ E a distance of 74.70 feet to a 5/8 inch diameter iron pin;

Thence N 23°05′16″ W a distance of 147.18 feet to the POINT OF BEGINNING.

This parcel contains 2.56 acres and is subject to any easements existing or in use.

Prepared By: Clint W. Hansen
Land Solutions, PC
July 22, 2014

[Signature]

Karcher and Middleton SW Parcel
Job No. 14-01
Right-of-Way Contract

Project No. A012(046)
Key No: 12046
Parcel No: 23
Parcel ID# 0045757 & 12046L23
Project Name: INT KARCHER AND MIDDLETON ROADS, NAMPA

THIS AGREEMENT, made this 15th day of April 2014 between the City of Nampa, herein called "CITY", and Paul J. Wilson, herein called "GRANTOR".

WHEREAS, CITY has a need to acquire additional right-of-way for the above referenced project and GRANTOR herewith delivers to CITY a WARRANTY DEED and PERMANENT EASEMENTS for property acquired herein.

NOW THEREFORE, the parties hereto agree as follows:

1. CITY shall pay GRANTOR and the lien holder(s), if any, such sums of monies as are set out below. GRANTOR agrees to pay all taxes and assessments due and owing, including those for years 2013 and 2014 prorated to the date of closing.

2. This contract shall not be binding unless and until executed by the Mayor or his authorized representative.

3. GRANTOR represents that to the best of his knowledge no hazardous materials have been stored or spilled on the subject property during their ownership or during previous ownership at least insofar as they observed or have been informed. In the alternative, if the GRANTOR has knowledge of storage or spill of hazardous materials on the subject property, that information is set out below. This sale is conditional upon full disclosure of any such information.

4. CITY will pay GRANTOR for 65,680 square feet of land ("Fee Acquisition"), a legal description for which is attached hereto as Exhibit A and is a part hereof, and 1,713 square feet of permanent easement area, a legal description for which is attached as Exhibit B and is a part hereof, as follows:

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5. GRANTOR hereby grants CITY or its contractor a TEMPORARY EASEMENT of ingress and egress during construction of said project. Said Temporary Easement shall commence upon start of construction of subject parcel, which the parties anticipate being in the year 2014, and shall terminate twelve months after substantial completion of the project unless extended by the parties. All other rights are reserved to GRANTOR.
Exhibit B
Existing Full Access Agreement

6. GRANTOR agrees to give the CITY legal and physical possession of the land herein acquired by the CITY upon GRANTOR’s receipt of payment.

7. In the event GRANTOR wishes to initiate a 1031 exchange involving the subject property, CITY agrees to cooperate fully.

8. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration for the grant of said property and shall relieve the CITY of all future claims or obligations on that account or on account of the location, grade and construction of the proposed roadway.

9. This agreement will not be recorded without prior written agreement of both parties.

10. As part of the project, CITY agrees to the following:

   a. CITY will construct a 40’ wide full access commercial drive approach centered at approximately station 47+30 on Middleton Road. CITY agrees to maintain GRANTOR’S Middleton Road access as a full access (both right-in/right-out and left-in/left-out) until such time as traffic safety issues on Middleton Road warrant further review of this status. The Middleton Road access shall be guaranteed full access for a minimum of five years.

   b. CITY agrees that domestic water and sanitary sewer stubs installed on to the property shall have adequate capacity for standard commercial uses anticipated for the project.

   c. The project’s drainage pond shall be designed and sized to accept drainage from GRANTOR’s remaining property. CITY will construct an inlet structure and piping in the projects drainage pond to the boundary of GRANTOR’s remaining property.

11. Closing to occur within 120 days of the agreement being executed.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF NAMPA

Recommended for Approval

CITY of Nampa

By: 

Michael Fusse, P.E.
Title: Public Works Director

GRANTOR (Paul J. Wilson)

By: 

Paul J. Wilson

CITY OF NAMPA

Page 16
Exhibit B
Existing Full Access Agreement

Witness
By: [Signature]

Name: [Name]
Title: Executive Assistant

Exhibit "A"

Nampa Form #PW1204
Exhibit B
Existing Full Access Agreement

Nampa Form #PW1204

Exhibit "A"
Exhibit B
Existing Full Access Agreement

Nampa Form BPW1204

In Karcher and Middleton Rds, Nampa
Project No. A01204B
Key No. 12046
Parcel No. 23
Parcel ID No. 3143200000
Prepared: September 17, 2013

Parcel No. 23
Fee Acquisition – Right-of-Way on Karcher Road – Legal Description

A parcel being located in the NE ¼ of the NE ¼ of Section 18, Township 3 North, Range 2 West, Bôde Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the northeast corner of said Section 18 (Station 657+97.88 for Karcher Road), from which a brass cap monument marking the northwest corner of the NE ¼ of said Section 18 bears N 89°29.21' W a distance of 2004.51 feet
Thence N 89°29.21' W along the northerly boundary of said NE ¼ of the NE ¼ a distance of 835.91 feet to a point marking station 679+50.57
Thence leaving said northerly boundary 0°00.00' W a distance of 50.00 feet (Station 679+50.97 50.00' right) to a point on the southerly right-of-way of Karcher Road and the POINT OF BEGINNING;
Thence S 89°29.21' E along said southerly right-of-way a distance of 761.91 feet to a point (Station 687+22 88 50.00' right);
Thence S 44°29.38' E a distance of 25.37 feet to a point on the westerly right-of-way of Middleton Road (Station 687+47.00 75.01' right);
Thence S 0°20.43' W along said westerly right-of-way a distance of 35.09 feet to a point (Station 687+47 01 111.10' right);
Thence leaving said westerly right-of-way N 89°30.16' W a distance of 11.63 feet to a point (Station 687+36 23 111.10' right);
Thence N 47°45.58' W a distance of 47.46 feet to a point (Station 687+00 84 79.50' right);
Thence N 89°48.56' W a distance of 725.15 feet to a point on the Elijah Drain (Station 679+75.56 83.63' right);
Thence N 23°05.16' W along said Elijah Drain a distance of 36.70 feet to the POINT OF BEGINNING.

Landsolutions

U-Turn Agreement – Page 10 of 19
2923-38 2166519_14
Exhibit B
Existing Full Access Agreement

This parcel contains 25,141 square feet (0.577 acres) and is subject to any easements existing or in use.

Prepared By: Clay W. Hansen
Land Solutions, PC
Revised: September 17, 2013
Exhibit B
Existing Full Access Agreement

Int Karcher and Middleton Rds Nampa
Project No. A017(045)
Key No. 12040
Parcel No. 23
Parcel ID No. 314320000
Prepared September 18, 2013

Parcel No. 23
Fee Acquisition - Pond - Legal Description

A parcel being located in the NE ¼ of the NE ¼ of Section 18, Township 3 North, Range 2 West, B Idaho Meridian, Canyon County, Idaho, more particularly described as follows:

Beginning at a 5/8 inch diameter iron pin marking the northeast corner of said Section 18 (Station 667+57.88 on Karcher Road), from which a brass cap monument marking the northeast corner of the NE ¼ of said Section 18 bears N 89° 29' 21" W a distance of 2004.51 feet,

Thence N 89° 29' 21" W along the northern boundary of said NE ¼ of the NE ¼ a distance of 836.91 feet to a point marking station 675+59.97,

Thence leaving said northern boundary S 0° 30' 39" W a distance of 50.00 feet to a point (Station 679+60.97, 50.00 right),

Thence S 23° 05' 16" E a distance of 36.70 feet (Station 676+76.66, 83.03' right) to the POINT OF BEGINNING;

Thence S 89° 48' 56" E a distance of 194.15 feet to a point (Station 681+59.81, 82.52 right);

Thence S 23° 05' 16" E a distance of 147.15 feet to a point (Station 682+28.73, 217.40 right);

Thence S 0° 30' 05" W a distance of 74.76 feet to a point (Station 682+28.75, 252.10 right);

Thence N 89° 29' 55" W a distance of 182.00 feet to a point on the Eliza Drain (Station 680+85.75, 292.12 right);

Thence N 23° 05' 16" W along said Eliza Drain a distance of 227.32 feet to the POINT OF BEGINNING.
Exhibit B
Existing Full Access Agreement

This parcel contains 39,465 square feet (0.906 acres) and is subject to any easements existing or in use.

Prepared By: Clint W. Hansen
Land Solutions, PC
Revised: September 18, 2013
Exhibit B
Existing Full Access Agreement
Exhibit B
Existing Full Access Agreement

Parcel No. 23

Fee Acquisition - Right-of-Way on Middleton Road - Legal Description
A parcel being located in the NE ¼ of the NE ¼ of Section 18, Township 3 North, Range 2 West Base Mendan, Canyon County, Idaho, more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the northeast corner of said Section 18 (Station 30+00 for Middleton Road), from which a brass cap monument marking the southeast corner of the NE ¼ of said Section 18 bears S 0°29'42" W a distance of 2649.30 feet.

Thence S 0°28'42" W along the easterly boundary of said NE ¼ of the NE ¼ a distance of 111.08 feet to a point marking station 48+88.92.

Thence leaving said easterly boundary N 89°30'18" W a distance of 50.00 feet to a point (Station 48+88.92, 50.00 left) and the POINT OF BEGINNING;

Thence N 0°29'42" E a distance of 180.91 feet to a point (Station 47+08.01, 50.00 left);

Thence N 89°29'55" W a distance of 4.95 feet to a point (Station 47+08.01, 54.95 left);

Thence N 0°29'42" E a distance of 127.42 feet to a point (Station 48+35.44, 54.95 left);

Thence N 89°37'47" W a distance of 53.90 feet to a point (Station 48+85.92, 61.63 left);

Thence S 0°30'18" E a distance of 11.53 feet to the POINT OF BEGINNING.

This parcel contains 1074 square feet (0.025 acres) and is subject to any easements existing or in use.

Prepared By: Clint W. Hansen
Land Solutions, PC
Revised September 17, 2013

U-Turn Agreement — Page 15 of 19
S935-38 2166519_14

Page 24
Exhibit B
Existing Full Access Agreement
Exhibit B
Existing Full Access Agreement

Nampa Form #PW1204

Exhibit B

Inti Karchner and Middleton Rds, Nampa
Project No. A012046
Key No. 12046
Parcel No. 23
Parcel ID No. 3140000000
Prepared: September 17, 2013

Parcel No. 23
Permanent Easement for Irrigation – Legal Description

An easement for irrigation and roadway drainage being located in the NE ¼ of the NE ¼ of Section 18, Township 3 North, Range 3 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 Section 18 (Station 00+00 for Middleton Road), from which a brass cap monument marking the southeast corner of the NE ¼ of said Section 18 bears S 0°29'42" W a distance of 2949.30 feet,

Thence S 0°29'42" W along the westerly boundary of said NE ¼ of the NE ¼ a distance of 292.00 feet to a point marking station 47-08-00.

Thence leaving said westerly boundary N 89°29'55" W a distance of 54.05 feet to a point (Station 47+08.01, 94.69 left) and the POINT OF BEGINNING:

Thence N 89°29'55" W a distance of 7.10 feet to a point (Station 47+08.01, 62.05 left)

Thence N 1°33'05" W a distance of 187.37 feet to a point (Station 48+95.26, 68.74 right)

Thence S 47°45'58" E a distance of 5.53 feet to a point (Station 48+95.92, 61.63 left)

Thence S 8°37'47" E a distance of 53.00 feet to a point (Station 48+33.44, 54.95 left),

Thence S 0°29'42" W a distance of 127.43 feet to the POINT OF BEGINNING.

This parcel contains 1713 square feet (0.039 acres) and is subject to any other easements existing or in use.

Prepared By: Clint W. Hansen
Land Solutions, PC
Revised: September 26, 2013

U-Turn Agreement – Page 17 of 19
5935-38 2166519.14
Exhibit B
Existing Full Access Agreement

PARCEL 23 - PERMANENT EASEMENT EXHIBIT
PROJECT NO. A012(046), KEY NO. 12046, PARCEL ID NO. R3143000000
LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 18,
TOWNSHIP 3 NORTH, RANGE 2 WEST, BOISE MERIDIAN,
CANYON COUNTY, IDAHO

[Diagram of parcel with measurements and notes]

LandSolutions
Land Surveying and Consulting

U-Turn Agreement – Page 18 of 19
5935-38 2166519_14
The Engineering Division does not oppose this application with the following comments and conditions.

**General Comments:**

1. The City’s water, sewer, and pressure irrigation systems have adequate capacity to serve this property. The City maintains the following utilities in the vicinity of the project:
   - 8” sewer main, 8” water main, and 6” pressure irrigation main on adjacent commercial parcel to the north; and,
   - 12” water main and 6” pressure irrigation main on east side of Middleton road.

2. Middleton Road is classified as a Principal Arterial per the City’s Transportation Master Plan. The required right-of-way is already dedicated across the property frontage.

3. The Owner will be required to construct utilities to and through the property at the time of development. It is encouraged to coordinate with the commercial property owner to the north for connection and extension of public utilities through the property.

4. A recorded U-Turn Agreement (Instrument # 2015-003959) defines the necessity for shared access between the subject property and the existing property to the north. Any development/redevelopment of the property shall accommodate shared access as stipulated in the agreement.
Conditions:

1. Access to the property from Middleton Road, including shared access with the adjacent northerly property shall adhere to the requirements of the "U-Turn Agreement", recorded with Canyon County as Instrument # 2015-003959.

2. Any onsite wells or septic systems shall be abandoned and/or removed in accordance with Local and State regulations at the time of property development/redevelopment and prior to connection to City services.

3. Any and all domestic and irrigation surface and/or groundwater rights shall be transferred to the City at the time of property development/redevelopment, and prior to connection to City services. Applicant/Owner shall provide documentation to the Nampa Engineering Division verifying water rights for the full parcel.

4. Utilities shall be constructed to and through the site at the time of property development/redevelopment, and at the sole expense of the Developer.

5. Applicant/Owner shall comply with all City Codes, Policies, and Standards in place at the time of property development/redevelopment.
August 12, 2019

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

RE: ANN-00130-2019/ 2123 N. Middleton Road

Dear Norm:

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

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

Sincerely,

[Signature]

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

Cc:
Office/ file
T. Ritthaler, Board of Control
Hi Shellie,

Nampa Highway District #1 has no comment.

Thank you,

Eddy

Good Morning Everyone! 😊

Re: ANN-00130-2019

Alfredo Escobedo has requested Annexation and Zoning to BC (Community Business) for 1.851 acres or 80,630 sq. ft., and to RS6 (Single Family Residential – 6,000 sq. ft.) for .482 acres or 20,996 sq. ft. at 2123 N. Middleton Rd. located in a portion of the NE ¼ NE ¼ of Section 18, T3N, R2W, BM.

The Annexation application will go before the Planning & Zoning Commission as a public hearing item on the August 27, 2019 agenda.

Please find attached the ANN-00130-2019 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) no later than August 09, 2019.

Thank you & Have a great day!
Sylvia Mackrill

From: Mark Zirschky <mark@pioneerirrigation.com>
Sent: Thursday, August 08, 2019 8:55 PM
To: Sylvia Mackrill; Lupe
Subject: [External] Fwd: ANN-00130-2019

Caution: This email originated from outside of the City of Nampa domain. Do not click on links or open attachments unless you recognize sender email or are sure content is safe. Highlight the suspect email and send using your Phish Button or call the helpdesk at 208-468-5454.

Greetings,

The above referenced project may impact the Elijah Drain.

The Elijah Drain is a Bureau of Reclamation facility, which has a federal right of way that must be protected. The right of way along the Elijah Drain is 110 feet wide, 55 feet from center of drain, along each side. Please contact Lupe Rodriguez at the Bureau of Reclamation regarding any proposed encroachments or modifications to the right of way.

There is to be no encroachment into the right of way, or modifications to the Elijah Drain, without written permission from the Bureau of Reclamation.

Mark Zirschky - Superintendent
Pioneer Irrigation District
208-459-3617
208-250-8481
www.pioneerirrigation.com

From: Shellie Lopez <lopezs@cityofnampa.us>
Sent: Thursday, August 1, 2019 10:56:31 AM
Subject: ANN-00130-2019

Good Morning Everyone! 😊

Re: ANN-00130-2019

Alfredo Escobedo has requested Annexation and Zoning to BC (Community Business) for 1.851 acres or 80,630 sq. ft., and to RS6 (Single Family Residential – 6,000 sq. ft.) for .482 acres or 20,996 sq. ft. at 2123 N. Middleton Rd. located in a portion of the NE ¼ NE ¼ of Section 18, T3N, R2W, BM.

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Thank you & Have a great day!