PLANNING & ZONING DEPARTMENT

Before the Planning & Zoning Commission
Meeting of 22 October 2019

PUBLIC HEARING ITEM NO. 4
STAFF REPORT

Analyst: Kristi Watkins
Applicant(s): Nampa North, LLC, Owner/KM Engineering, Kirsti Grabo, Representing
File(s): DAMO 033-19 & SPP 048-19

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

1. Modification of First Amendment to a Development Agreement between Nampa North, LLC and the City of Nampa recorded 12/29/2017 as Inst. No. 2017-056540 amending Exhibit “B” Conceptual Plan to: 1) allow a revised subdivision allowing for a mix of 4-plexes and single-family attached townhomes instead of the original mix of 4-plexes and commercial lots on the GB2 (Gateway Business 2) zoned parcel(s), and 2) amending Exhibit “C” Conditions of Approval as necessary; and,

   (Decision Required: Recommendation)

2. Lost River Townhomes Preliminary Plat comprising (81 Single-Family Attached Townhome lots and 5 Four-plex lots for 12.6 d.u./acre.

   (Decision Required: Approval)

Pertaining to:
A 7.96 acre parcel of land being a portion of Government Lot 7 and a portion of the SE ¼ of the SW ¼ of Section 6, T3N, R1W, BM, Canyon County, Nampa, also referred to as Parcel #R3038701000 (hereinafter the “Property”)...

History:
2005 – Annexation and Zoning to RS 8.5, Ordinance # 3522 (including a development agreement) - Approved and Effective 12/5/2005.

8/15/2017 – Rezone, Development Agreement Modification & Preliminary Plat for Lost River Subdivision – Rezone from RS 8.5 to GB 2, Ordinance #4354 – Approved and Effective 12/18/2017.
DEVELOPMENT AGREEMENT MODIFICATION

Criteria to guide the Commission in making a recommendation to Council regarding a proposed Development Agreement Modification, and to subsequently guide the Council in deciding/decision whether to allow a Development Agreement Modification, are absent from state statute or City ordinance. Thus, approving -- or not -- this application becomes a purely discretionary matter/decision on the part of the City in reaction to this DA contract modification application. In other words, whether to recommend favorably to the City Council that the change(s), as contemplated by the application that instigated this report, be approved or approved with some alterations is thus a subjective decision for the Commission to make.

Attached, is a copy of Ordinance 4354 recorded on December 29, 2017 as Instrument # 2017-056504 which contains the Development Agreement referenced by this report. The request is to replace the portion of the previous Development Agreement that described the GB 2 zoned area of the development.

As per the applicant's narrative, they would like “to revise the entitlement for the GB 2 portion of the project to accommodate a combination of single family attached residential product (townhomes) and 4-plexes.”

An approved Development Agreement, associated with an approved development plan, building style and type, and, density is already assigned to the Property (Ord. # 4354). That entitlement still runs with the land. The present application before the Commission proposes a change to the original Agreement, including replacing the approved concept site plan (i.e., parking lot and building layout, building design/elevations) with the four-plex layout (as shown in the preliminary plat) and the townhome layout for the GB 2 zoned portion of the property.

The applicant will be required to prepare a new Development Agreement document for Council’s review prior to the adoption of the ordinance that will/would enact the Development Agreement Modification.

WAIVER REQUEST

The applicant is also requesting a waiver to modify the setback requirements in conjunction with these applications.

<table>
<thead>
<tr>
<th>GB 2 Zone</th>
<th>Current Setbacks</th>
<th>Proposed Setbacks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking and Building Setback Along Arterial or Collector Road</td>
<td>35’</td>
<td>35’</td>
</tr>
<tr>
<td>Parking and Building Setback Along Local Road (Front Setback)</td>
<td>15’</td>
<td>10’</td>
</tr>
<tr>
<td>Rear (Alley)</td>
<td>15’</td>
<td>15’</td>
</tr>
<tr>
<td>Interior Side Setback</td>
<td>5’</td>
<td>0’</td>
</tr>
<tr>
<td>External Side Setback for Interior Units</td>
<td>None Specified</td>
<td>3’</td>
</tr>
<tr>
<td>External Side Setback for End Units</td>
<td>None Specified</td>
<td>5’</td>
</tr>
</tbody>
</table>
“These proposed setbacks are common to developments of this nature and we do not foresee any negative impacts of the requested changes. As the townhome units will be rear-loaded via the alley, the front setbacks do not need to accommodate driveways. Further, utility easements will be maintained in the alleyways for the townhomes and within the shared parking areas and/or between buildings for the 4-plexes.”

Further details are provided in the applicant’s narrative. Nampa City Council, by code 10-27-2H, has the right of approval for any waiver requests.

As this is a unique project and new product type for Nampa, staff supports the request for waiver of these setback requirements.

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**PRELIMINARY PLAT**

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Site Area-</td>
<td>7.96 acres</td>
</tr>
<tr>
<td>Total, Proposed Lot Count -</td>
<td>92</td>
</tr>
<tr>
<td>Total Common Lot Count-</td>
<td>3</td>
</tr>
<tr>
<td>Total Common Access Lot Count -</td>
<td>3</td>
</tr>
<tr>
<td>Total 4 plex Lot Count -</td>
<td>5</td>
</tr>
<tr>
<td>Total Single-family attached Building Lot Count-</td>
<td>81</td>
</tr>
<tr>
<td>Total Dwelling Units-</td>
<td>101</td>
</tr>
</tbody>
</table>

**Regarding “GB 2 Building Lots”:**
- Min. Allowed GB 2 Bldg. (or “Master”) Lot Size-
  N/A for Single Family homes, See Item #1 below for single family attached dwelling calculations
- Min. Proposed GB 2 Bldg. Lot Size-
  2,000 sq. ft.
- Min. Req. St. Frontage GB 2 Zone- N/A
- Min. Allowed GB 2 (or “Master”) Bldg. Lot Widths & Depth- N/A

**Plat Development Data/Notes:**
- Per plat sheets

The matter or act of plat review before the Commission by virtue of the application package made the subject of this report is to determine whether or not the preliminary plat, as proposed, is acceptable.

Platting of this Project will serve to divide the land. It must be done in accordance with state law, Nampa City Code § 10-27, Nampa City Code § 10-10, Nampa City Code § 10-33, and, in cooperation with the City’s currently adopted Engineering Design and Specification manuals.

Accordingly, plat review was done to analyze the Project’s compliance to code in the context of this Project having already been annexed and zoned.
Regarding the plat, Zoning Staff finds:

1. **Minimum Lot Areas:**
   That because the proposed Development is slated for development in conjunction with GB 2 zoning, and multi-family attached dwelling units are a permitted use in this zoning district, the property area is calculated as an overall for multi-family units and then divided as needed per unit. The calculation used per block is as follows:

<table>
<thead>
<tr>
<th>Block #</th>
<th>Number of Lots</th>
<th>Min Area Required</th>
<th>Area Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>24</td>
<td>58,800</td>
<td>86,533</td>
</tr>
<tr>
<td>2</td>
<td>44</td>
<td>99,000</td>
<td>142,528</td>
</tr>
<tr>
<td>3</td>
<td>13</td>
<td>30,750</td>
<td>52,251</td>
</tr>
<tr>
<td>3</td>
<td>5 (4 plexes)</td>
<td>43,500</td>
<td>65,500</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>86</strong></td>
<td><strong>232,050</strong></td>
<td><strong>346,812</strong></td>
</tr>
</tbody>
</table>

   68,430 s.f. (1.5+ acres) of the above gross total is allocated for parking, common area and landscape buffers. Since these are attached buildings, gross area was used for the calculation of area needed for Multi-family dwelling structures + the 5 4-plex lots. The formula used: 6,000 s.f for the first two dwelling units of each structure + 1,350 for each additional unit. For attached dwelling units, the overall calculated area is divided at each common wall to create an attached single-family unit.

   The individual properties will include the alleyway behind each unit for garage loading.

2. **Lot Width & Depth:** N/A in GB 2 Zoning District

3. **Landscaping:**
   A landscape plan was submitted with the application paperwork. Correction letters were submitted to the applicant and revised plans were resubmitted and approved by city staff; and,

**Recommendation:**
Approval with conditions…

### AGENCY COMMENTS in regards to the DEVELOPMENT AGREEMENT MODIFICATION AND PRELIMINARY PLAT

Agency/City department comments have been received regarding this matter. Such correspondence as received from agencies or the citizenry regarding this application package [received by noon October 15, 2019] is hereafter attached.

1. On September 12, 2019, an email from Eddy Thiel, Nampa Highway District #1, stated that NHD #1 has no comment; and,

2. On September 16, 2019, Neil Jones with the Nampa Building Department made a note in the EnerGov permitting program indicating they will require a top of foundation wall or finish floor elevation, on the construction drawings; and,
3. An email, dated September 17, 2019, authored by Cody Swander, Nampa Parks Department stating that Parks has no requests; and,

4. A September 24, 2019 letter from the Nampa & Meridian Irrigation District authored by David Duvall indicating that they have no comment on this phase of the Project; and,

5. A September 24, 2019 memorandum from the Nampa City Planner, Doug Critchfield in regards to the landscape plan with the following comments:
   a. Add to Key Note 8: For all developer and builder unspecified trees: Use Class I or Class II trees; and,
   b. Street Tree Requirements on Cherry Lane: A total of 52 deciduous Class 1 or Class II trees are required within the 25’ required landscaped buffer area. The plan specifies 36 deciduous trees in the buffer; and,
   c. Please resubmit landscape plans for approval; and,
   (Landscape Issues are Resolved and Approved)

6. A September 26, 2019 memorandum from the Nampa City Engineering Division, GIS Section, authored by Alex Main indicating that changes are needed to include the name N Hounslow Way on Plat pages PP1.1 and P1.2; and,

7. An October 13, 2019, memorandum from the Nampa City Engineering Division, authored by Caleb Laclair indicates:

**Engineering Preliminary Plat Comments**

1. *This subdivision is a part of the already approved Lost River Subdivision Preliminary Plat. This application is subject to all previous comments and conditions from the original Preliminary Plat.*

2. *The proposed subdivision changes the use of a portion of the original plat from commercial to attached single-family residential. The total number of residential units increases by approximately 30 from the original plat. An update to the Traffic Impact Study shall be provided to account for the change in land use and number of units and to verify if there are any corresponding additional traffic impacts.*

3. *The City’s water and sewer systems have adequate capacity to serve this property.*

4. *The originally planned irrigation well has been eliminated in favor of a new regional surface water irrigation pump station to be constructed in conjunction with the Spring Hollow Ranch and Silver Star Subdivisions. This pressure irrigation pump station shall be operational prior to the City Engineer signature of the Final Plat. Applicant shall work with the Spring Hollow Ranch and Silver Star Subdivision Developer’s to coordinate schedule and pressure irrigation system connection.*

5. *The project is proposing all onsite pressure irrigation main be private as all landscaping is intended to be maintained by the Home Owner’s Association. As a result, the CC&R’s shall clearly define that the City has the right to shut down all irrigation supply to the development if any property owner refuses to pay their irrigation assessment.*
6. The Final Plat shall reflect public utility, cross access, shared parking, and drainage easements. Maintenance for all common access, parking, landscaping, irrigation, and drainage facilities shall be clearly defined in the CC&R’s, and the CC&R’s shall be referenced by note on the Final Plat.

7. Storm water calculations shall be updated to reflect the change in land use and drainage facility locations.

**Engineering Conditions of Approval**

1. Project is subject to all comments and conditions from the original Preliminary Plat application (SPP-00012-2017).

2. 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 and associated head-gate report from the irrigation district.

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

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

5. Applicant shall address all street name comments identified in the letter from Nampa Engineering Division prior to Final Plat submittal.

6. Applicant shall provide an update to the projects Traffic Impact Study to account for the change in land use and increase in residential units. The Developer will be responsible to address all project triggered traffic mitigation, if any.

7. The required regional surface water irrigation pump station shall be fully operational prior to the City Engineer signature of the Final Plat.

8. The Development CC&R’s shall be reviewed by the Nampa Engineering Division for approval prior to the City Engineer signature of the Final Plat. The CC&R’s shall be referenced by note on the face of the Final Plat and recorded concurrent with the plat. The CC&R’s shall include language indicating:
   - The City has the right to shut down all irrigation supply to the development if any property owner refuses to pay their irrigation assessment. The HOA shall be responsible to ensure compliance with property owner payment of irrigation assessments to the City.
   - Maintenance responsibility all common access, parking, landscaping, irrigation, and drainage facilities.

8. Staff has not received commentary from any surrounding property owners or neighbors either supporting or opposing this request.
RECOMMENDED CONDITIONS OF APPROVAL

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

1. Provide a new Development Agreement document, to include RECITALS, CONDITIONS and EXHIBITS pertaining to the GB 2 portion of the property:
   a. Total Area to be included, legal descriptions,
   b. Intent/concept/preliminary plat pages for development layout, density, etc,
   c. Elevations of all attached & detached residential structures; and,

2. Provide revised street names as per memo from Alex Main; and,

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

4. Project is subject to all comments and conditions from the original Preliminary Plat application (SPP-00012-2017).

5. 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 and associated head-gate report from the irrigation district.

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

7. Applicant shall provide an update to the projects Traffic Impact Study to account for the change in land use and increase in residential units. The Developer will be responsible to address all project triggered traffic mitigation, if any.

8. The required regional surface water irrigation pump station shall be fully operational prior to the City Engineer signature of the Final Plat

9. The Development CC&R’s shall be reviewed by the Nampa Engineering Division for approval prior to the City Engineer signature of the Final Plat. The CC&R’s shall be referenced by note on the face of the Final Plat and recorded concurrent with the plat. The CC&R’s shall include language indicating:
   a. The City has the right to shut down all irrigation supply to the development if any property owner refuses to pay their irrigation assessment. The HOA shall be responsible to ensure compliance with property owner payment of irrigation assessments to the City.
   b. Maintenance responsibility all common access, parking, landscaping, irrigation, and drainage facilities.; and,

10. Provide a shared access agreement for the entire site; and,

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

- Development Agreement Modification and Preliminary Plat Application forms (pages 9-11)
- Applicant Narrative (pages 12-14)
- Hearing Notice (page 15)
- Distribution Checklist (page 16)
- Vicinity Map (page 17)
- Comprehensive Plan Map snippet (page 18)
- Aerial of Property and surrounds (pages 19)
- Aerial photo showing utility line locations and diameters – blue water, pink pressure irrigation, green sewer (page 20)
- Legal description of the Plat boundary (pages 21-25)
- Reduced Preliminary Plat and Landscape plan pages (pages 26-32)
- Ord. No. 4354 (pages 33-55)
- Inter-departmental/agency/citizen correspondence (pages 56+)
APPLICA'JN FOR A DEVELOPMENT AG^EMENT - MODIFICATION
PLANNING AND ZONING DEPARTMENT
411 3RD STREET S., NAMPA, IDAHO 83651  P: (208) 468-4487 F: (208) 465-2261
Nonrefundable Fee: $452.00 (1 acre or less) Nonrefundable Fee: $910.00 (more than 1 acre)

Applicant/Representative Name
Nampa North, LLC - c/o KM Engineering, LLP

Home Number
208.639.6939

Street Address
9233 West State Street

Mobile Number

City
Boise State ID
Eagle State ID

Zip code
83714
83616

Email
kgrabo@kmengllp.com
ashton.homes@hotmail.com

Property Owner Name
Nampa North, LLC

Home Number
208.404.2161

Street Address
1950 South Channel Way

Mobile Number

City

State ID

Zip Code

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

ADDRESS OF SUBJECT PROPERTY: 0 Cherry Lane

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

☑ Completed Application
☑ A copy of one of the following:

☐ Warranty Deed ☐ Proof of Option ☐ Earnest Money Agreement

☑ Original Legal description of property AND a legible WORD formatted document. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

Project Description

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

Original DA for Lost River Subdivision reflected a mix of 4-plexes and commercial uses in the GB 2 portion of the project. Requesting modification to DA to allow for a mix of 4-plexes and single-family attached townhomes instead. See attached application materials.

Dated this 23 day of August, 2019

Applicant Signature

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

OFFICE USE ONLY

MODIFY COMMERCIAL & 4-PLEXES TO TOWNHOMES & 4-PLEXES

NUMBER: DAMO- 033 - 2019

07/11/16 Revised
## A. GENERAL INFORMATION

<table>
<thead>
<tr>
<th>Subdivision Name</th>
<th>Lost River Townhomes Subdivision</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Acres</td>
<td>7.96</td>
</tr>
<tr>
<td>Intended Land Uses</td>
<td>Residential, single-family, multi-family, commercial, industrial</td>
</tr>
<tr>
<td>Property Address(es)</td>
<td>0 Cherry Lane</td>
</tr>
<tr>
<td>Legal Description</td>
<td>see attached</td>
</tr>
<tr>
<td>Canyon County Parcel Account Number(s)</td>
<td>R3038701000</td>
</tr>
<tr>
<td>Existing Zoning</td>
<td>(Circle one) RA RS RSM RD RML RMH RP BN CB BC BF IP IL IH AG GB2</td>
</tr>
</tbody>
</table>

## B. OWNER/APPLICANT INFORMATION

### Owner of Record

<table>
<thead>
<tr>
<th>Name</th>
<th>Nampa North, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1950 South Channel Way</td>
</tr>
<tr>
<td>City</td>
<td>Eagle</td>
</tr>
<tr>
<td>State</td>
<td>Idaho</td>
</tr>
<tr>
<td>Telephone</td>
<td>208.404.2161</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:ashton.homes@hotmail.com">ashton.homes@hotmail.com</a></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
</tbody>
</table>

### Applicant

<table>
<thead>
<tr>
<th>Name</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
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<tr>
<td>City</td>
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<td>State</td>
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<tr>
<td>Telephone</td>
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<tr>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
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</tbody>
</table>

### Engineer/Surveyor/Planner

<table>
<thead>
<tr>
<th>Name</th>
<th>KM Engineering, LLP - c/o Kirsti Grabo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>9233 West State Street</td>
</tr>
<tr>
<td>City</td>
<td>Boise</td>
</tr>
<tr>
<td>State</td>
<td>Idaho</td>
</tr>
<tr>
<td>Telephone</td>
<td>208.639.6939</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:kgrabo@kmengllp.com">kgrabo@kmengllp.com</a></td>
</tr>
<tr>
<td>Fax</td>
<td>208.639.6930</td>
</tr>
</tbody>
</table>
C. SUBDIVISION INFORMATION

<table>
<thead>
<tr>
<th>Lot Types</th>
<th>Number of Lots</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>86 (101 units)</td>
<td>6.39</td>
</tr>
<tr>
<td>Dwelling units per acre (gross/net)</td>
<td>12.7 / 12.7 (no ROW - see narrative for MFR/SFR breakdown)</td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Industrial</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Common (Landscape, Utility, Other)</td>
<td>3 - common access</td>
<td>0.66</td>
</tr>
<tr>
<td>Open Space</td>
<td>3</td>
<td>0.91</td>
</tr>
<tr>
<td>Total</td>
<td>92</td>
<td>7.96</td>
</tr>
</tbody>
</table>

DEADLINES FOR SUBMITTALS
The completed application and plat documents must be submitted to the Planning Department not later than _______. The Planning Commission meets on _______________; applications are due approximately ___ weeks prior to that date.

All supplemental information to be added to the application file must be received by the Planning Department no later than 15 days prior to the public hearing date.

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

I understand:
1. This application is subject to acceptance by the City of Nampa upon determination that the application is complete.
2. The hearing date is tentative and subject to change with notice.
3. This application is subject to a public hearing before the Nampa Planning and Zoning Commission.
4. The application fee is non-refundable.

All information, statements, attachments, and exhibits included with this application submittal are true to the best of my knowledge.

Signature ___________________________ Date __________

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For City Office Use Only

FEE $: __________ CASH: ______ CHECK: ______ RECEIPT NO.: ______

DATE RECEIVED: __________ RECEIVED BY: __________ HEARING DATE: ______

2015 Engineering Division Development Policy Manual
Rev. Date: February 17, 2015

Division 200
Section 201 - 6 of 16
August 23, 2019  
Project No.: 19-118  

Ms. Kristi Watkins  
Planning & Zoning Department  
City of Nampa  
411 3rd Street South  
Nampa, ID 83651  

RE: Lost River Townhomes Subdivision – Nampa, ID  
Preliminary Plat and Development Agreement Modification Applications  

Dear Ms. Watkins:  

On behalf of Nampa North LLC, we are pleased to submit the attached applications and required supplements for a preliminary plat and development agreement modification for the project referenced above.  

History & Site Information  
The subject property is approximately 7.96 acres identified as parcel number R308701000 within the currently-entitled Lost River Subdivision. It is located approximately one quarter mile east of Can Ada Road on the north side of Cherry Lane and is bounded on the north by current and future phases of Lost River Subdivision, on the east by Fellowship Baptist Church, on the south by Cherry Lane, and on the west by the Phyllis Canal and two outparcels.  

In 2006, the subject property was annexed into the City with the RS 8.5 zone as a part of a larger project, which never came to fruition. In 2017, a new party acquired a portion of that larger project and received updated entitlements for a new project called Lost River Subdivision. These entitlements included a rezone, preliminary plat and Development Agreement modification (DAMO 014-17, ZMA 092-17 & SPP 012-17). As a part of those approvals, the Lost River Subdivision project was rezoned to a combination of the RS 8.5 and GB 2 zones, while maintaining the Comprehensive Plan designation of Community Mixed Use.  

At the time the new entitlements were pursued, the area of Lost River encompassed by the GB 2 zone was slated for a combination of commercial uses and 4-plexes. However, the current market has not supported those uses and the owner now wishes to pursue a revised entitlement for the GB 2 portion of the project to accommodate a combination of single-family attached residential product (townhomes) and 4-plexes. For clarity, we are now referring to this area as Lost River Townhomes, while the rest of the single-family portion of the project will remain known as Lost River Subdivision.  

Preliminary Plat  
The attached preliminary plat for Lost River Townhomes proposes 86 buildable lots and 6 common lots. Of those buildable lots, 81 are slated for townhomes while 5 are slated for 4-plexes, resulting in a total of 101 buildable units. The proposed townhomes reflect a density of 12.5 units per acre, while the proposed 4-plexes reflect a density of 13.3 units per acre. Combined, this new preliminary plat reflects a density of 12.7 units per acre, which is consistent with allowed densities in the GB 2 zone. The common areas within this plat remain similar to those originally proposed, and will be owned and maintained by the Lost River Subdivision HOA.
As you can see on the attached plat, the access points originally approved for Lost River Subdivision remain unchanged and will allow for efficient ingress/egress for the community, as well as adequate access for emergency services. Each townhome unit will be accessed via a shared alleyway, which will be covered by a shared access agreement and utility easement. The 4-plex units will access via a connection to Hounslow Way.

While each townhome unit will have 2 parking spaces in the driveway, this plat also proposes additional parking areas strategically placed throughout the project. These parking spaces will be included within the shared access agreement and should help alleviate possible future parking concerns. The 4-plex units will share a central parking area, which will also be covered by a shared parking agreement.

Setbacks
As discussed, this project is proposing attached townhomes and zero lot line dwellings are permitted within the GB 2 zone. However, we are requesting a waiver for modifications to other listed setbacks to accommodate the proposed building footprints as follows:

<table>
<thead>
<tr>
<th>GB 2 Zone</th>
<th>Current Setbacks</th>
<th>Proposed Setbacks</th>
</tr>
</thead>
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<td>Parking and Building Setback Along Arterial or Collector Road</td>
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<td>External Side Setback for End Units</td>
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These proposed setbacks are common to developments of this nature and we do not foresee any negative impacts of the requested changes. As the townhome units will be rear-loaded via the alley, the front setbacks do not need to accommodate driveways. Further, utility easements will be maintained in the alleyways for the townhomes and within the shared parking areas and/or between buildings for the 4-plexes.

Please refer to Preliminary Plat Sheet PP1.2 for a graphic depiction of the proposed setbacks.

Development Agreement (DA) Modification
As indicated herein, the previous DA included a layout that contemplated future commercial and 4-plex uses in this area. As we are now pursuing townhomes and 4-plexes instead, a modification to the DA is warranted.

Conclusion
With the proposals discussed herein, we feel that the new Lost River Townhomes project complements the City's vision for growth by providing additional housing opportunities for this growing area. We look forward to working with staff to accomplish this great addition to the City of Nampa.
Should you have questions or require further information in order to process these applications, please feel free to contact me.

Sincerely,
KM Engineering, LLP

Kirsti Grabo
Operations Manager

cc: Nampa North LLC
NOTICE OF PUBLIC HEARINGS BEFORE THE CITY OF NAMPA, IDAHO

Notice is hereby given that on October 22, 2019 at 7:00 p.m. (or as soon after 7:00 p.m. as each matter may be heard), in the City Hall Council Chambers, 411 3rd Street South, Nampa, Canyon County, Idaho, public hearing on the following will be held before the Nampa Planning and Zoning Commission:

1) Subdivision Plat Preliminary Approval for Aberdeen Springs Subdivision in a RS 6 (Single Family Residential – 6,000 sq. ft.) zoning district on the north side of E. Amity Avenue adjacent and east of Mihan Lane (64 single family detached lots on 17.46 acres for 3.67 dwelling units per gross acre – A portion of the E ½ of the SW ¼ of Section 25, T3N, R2W, BM) for Kent Brown representing Trilogy Idaho (SPP 045-19).

2) Subdivision Plat Short Approval for Was A Wheat Field Subdivision in a IL (Light Industrial) zoning district at 3303 and 3305 Caldwell Blvd. (2 industrial lots on 1.35 acres – A portion of Lots 1 and 2 of Partners Subdivision located in a portion of the N ½ of Section 7, T3N, R2W, BM) for Aspen Engineers representing Was a Wheat Field, LLC (SPP 047-19).

3) Subdivision Plat Preliminary Approval for Spring Shores Subdivision in a RS 8.5 (Single Family Residential – 8,500 sq. ft.) zoning district between Ustick Road and Cherry Lane on the west side of 11th Ave. No. (245 single family detached lots on 76.64 acres for 3.2 dwelling units per gross acre – A portion of the NW ¼ of the SW ¼ of Section 35, T3N, R2W, BM) for Kent Brown representing Trilogy Idaho (SPP 047-19).

4) Modification of First Amendment to a Development Agreement between Nampa North, LLC and the City of Nampa recorded 12/29/2017 as Inst. No. 2017-056540 amending Exhibit “B” Conceptual Plan to: 1) allow a revised subdivision allowing for a mix of 4-plexes and single-family attached townhomes instead of the original mix of 4-plexes and commercial lots on the GB2 (Gateway Business 2) zoned parcel(s), and 2) amending Exhibit “C” Conditions of Approval as necessary; and Subdivision Plat Preliminary Approval for Lost River Townhomes on the north side of E. Cherry Lane east of Can-Ada Road (81 Single-Family Attached Townhome lots and 5 Four-plex lots - A 7.96 acre parcel of land being a portion of Government Lot 7 and a portion of the SE ¼ of the SW ¼ of Section 6, T3N, R1W, BM) for KM Engineering, LLP representing Nampa North LLC (DAMO 033-19, and SPP 048-19).

5) Zoning Map Amendment from RS6 (Single Family Residential – 6,000 sq. ft.) to RP (Residential Professional) at 1324 11th Ave. So. (A .24 acre or 10,500 sq. ft. part of the SE ¼ of the NE ¼ of Section 28, Township 3 North, Range 2 West, BM being all of Lot 12, and the and the SW ¼ of Lot 11, Block 65, Waterhouse Addition) for Dena and Jason Baker for a Legal Office (ZMA 112-19).

Details of the above hearing items, including the complete text of zoning code amendments are available for review in the Planning & Zoning Department of City Hall during normal business hours. Copies of staff reports on each application will be available upon request for public review or available online for download through the staff reports link at http://www.cityofnampa.us/agendacentre on the Thursday prior to the hearing date. Individuals, who require language interpretation or special assistance to accommodate physical, vision or hearing impairments, please contact the Planning Department in City Hall or call (208) 468-5484.

Date: October 1, 2019

Norman L. Holm, Planning Director
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GREEN - INTER OFFICE
BLUE – MAIL

September 12, 2019
Shellie Lopez
E Cherry Ln & Can-Ada Rd
Development agreement modification and subdivision preliminary plat for Lost River Townhomes for Nampa North LLC
SPP-00048-2019

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

9/30/2019

for illustrative purposes only
August 23, 2019  
Project No. 19-118

Lost River Townhouses  
Preliminary Plat

A parcel of land being a portion of Government Lot 7 and a portion of the Southeast 1/4 of the Southwest 1/4 of Section 6, Township 3 North, Range 1 West, Boise Meridian, city of Nampa, Canyon County, Idaho, and being more particularly described as follows:

Lots 1-5, Block 9 of Lost River Subdivision No. 1:

Commencing at a found aluminum cap monument marking the Southwest corner of said Section 6, which bears N89°21'35"W a distance of 2,524.41 feet from a found aluminum cap monument marking the South 1/4 corner of said Section 6, thence following the southerly line of the Southwest 1/4 of said Section 6, S89°21'35"E a distance of 1,116.91 feet to a found 5/8-inch rebar;  
Thence leaving said southerly line, N02°00'46"W a distance of 50.05 feet to a set 5/8-inch rebar and being the POINT OF BEGINNING 1.

Thence N02°00'46"W a distance of 177.98 feet to a 5/8-inch rebar;  
Thence N74°53'13"W a distance of 282.75 feet to a 5/8-inch rebar;  
Thence N21°53'43"E a distance of 197.73 feet to a 5/8-inch rebar;  
Thence N86°19'00"E a distance of 192.82 feet to a 5/8-inch rebar;  
Thence S24°53'39"E a distance of 199.04 feet to a 5/8-inch rebar;  
Thence 84.39 feet along the arc of a circular curve to the left, said curve having a radius of 75.00 feet, a delta angle of 64°27'56", a chord bearing of S57°07'37"E and a chord distance of 80.00 feet to a 5/8-inch rebar;  
Thence S89°21'35"E a distance of 77.22 feet to a 5/8-inch rebar;  
Thence S45°59'30"E a distance of 23.95 feet to a 5/8-inch rebar;  
Thence S00°38'25"W a distance of 193.55 feet to a 5/8-inch rebar;  
Thence 23.56 feet along the arc of a circular curve to the right, said curve having a radius of 15.00 feet, a delta angle of 90°00'00", a chord bearing of S45°38'25"W and a chord distance of 21.21 feet to a 5/8-inch rebar on the northerly right-of-way line of Cherry Lane;  
Thence following said northerly right-of-way line, N89°21'35"W a distance of 215.05 feet to the POINT OF BEGINNING 1.

Said description contains 2.703 Acres, more or less.

TOGETHER WITH

Lots 1 and 2, Block 1 of Lost River Subdivision No. 1:

Commencing at a found aluminum cap monument marking the Southwest corner of said Section 6, which bears N89°21'35"W a distance of 2,524.41 feet from a found aluminum cap monument marking the South 1/4 corner of said Section 6, thence following the southerly line of the Southwest 1/4 of said Section 6, S89°21'35"E a distance of 1,439.64 feet to a point;
Thence leaving said southerly line, N00°38′25″E a distance of 50.00 feet to a 5/8-inch rebar and being the **POINT OF BEGINNING 2**.
Thence 23.56 feet along the arc of a circular curve to the right, said curve having a radius of 15.00 feet, a delta angle of 90°00′00″, a chord bearing of N44°21′35″W and a chord distance of 21.21 feet to a 5/8-inch rebar;
Thence N00°38′25″E a distance of 185.00 feet to a 5/8-inch rebar;
Thence 39.27 feet along the arc of a circular curve to the right, said curve having a radius of 25.00 feet, a delta angle of 90°00′00″, a chord bearing of N45°38′25″E and a chord distance of 35.36 feet to a 5/8-inch rebar;
Thence S89°21′35″E a distance of 592.70 feet to a 5/8-inch rebar;
Thence S45°59′30″E a distance of 23.95 feet to a 5/8-inch rebar;
Thence S00°38′25″W a distance of 193.55 feet to a 5/8-inch rebar;
Thence 23.56 feet along the arc of a circular curve to the right, said curve having a radius of 15.00 feet, a delta angle of 90°00′00″, a chord bearing of S45°38′25″W and a chord distance of 21.21 feet to a 5/8-inch rebar on the northerly right-of-way line of Cherry Lane;
Thence following said northerly right-of-way line, N89°21′35″W a distance of 605.11 feet to the **POINT OF BEGINNING 2**.

Said description contains 3.272 Acres, more or less.

**TOGETHER WITH**

Commencing at a found aluminum cap monument marking the Southwest corner of said Section 6, which bears N89°21′35″W a distance of 2,524.41 feet from a found aluminum cap monument marking the South 1/4 corner of said Section 6, thence following the southerly line of the Southwest 1/4 of said Section 6, S89°21′35″E a distance of 2,154.75 feet to a point;
Thence leaving said southerly line, N00°38′25″E a distance of 50.00 feet to a 5/8-inch rebar and being the **POINT OF BEGINNING 3**.
Thence 23.56 feet along the arc of a circular curve to the right, said curve having a radius of 15.00 feet, a delta angle of 90°00′00″, a chord bearing of N44°21′35″W and a chord distance of 21.21 feet to a 5/8-inch rebar;
Thence N00°38′25″E a distance of 185.00 feet to a 5/8-inch rebar;
Thence 39.27 feet along the arc of a circular curve to the right, said curve having a radius of 25.00 feet, a delta angle of 90°00′00″, a chord bearing of N45°38′25″E and a chord distance of 35.36 feet to a 5/8-inch rebar;
Thence S89°21′35″E a distance of 360.92 feet to a point on the easterly line of said Southeast 1/4 of the Southwest 1/4 of Section 6;
Thence following said easterly line, S00°54′11″W a distance of 225.00 feet to a 5/8-inch rebar on the northerly right-of-way line of Cherry Lane;
Thence following said northerly right-of-way line, N89°21′35″W a distance of 369.89 feet to the **POINT OF BEGINNING 3**.

Said description contains 1.987 Acres, more or less.

Total acreage of the above descriptions is 7.962 Acres, more or less.
### Title: 1st Parcel

**Date:** 08-23-2019

**Scale:** 1 inch = 100 feet

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<td>003</td>
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<td>45.5930e</td>
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**Acres:** 2.703

**Squad:** 117749 Sq Feet

**Closure:** s68.3239e 0.01 Feet

**Precision:** 1/136176

**Perimeter:** 1668 Feet

---

**Note:** The diagram and table show the boundaries and dimensions of the parcel described above.
Title: 2nd Parcel

Date: 08-23-2019

Scale: 1 inch = 100 feet

File:

Tract 1: 3.272 Acres 142525 Sq Feet Closure = s09.4529w 0.00 Feet: Precision =1/420701: Perimeter = 1687 Feet

001: Rt, R=15.00, Delta=90.0000
    Bng=s44.2135w, Chd=21.21
002=n00.3825e 185.00
003: Rt, R=25.00, Delta=90.0000
    Bng=s45.5930w, Chd=21.21
004=s89.2135e 592.70
005=s45.5930e 23.95
006=s00.3825w 193.55
007: Rt, R=15.00, Delta=90.0000
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Title: 3rd Parcel

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NOTES

1. PRELIMINARY WATER SERVICE WILL BE PROVIDED AT CITY LIMITS. IF WATER MAINS ARE
   PLACED NORTH OF CENTER LINE, THEY WILL BE ERECTED AT THE EXPENSE OF THE
   DEVELOPER.

2. PRELIMINARY WATER SERVICE WILL BE PROVIDED AT CITY LIMITS. IF WATER MAINS
   ARE PLACED SOUTH OF CENTER LINE, THEY WILL BE ERECTED AT THE EXPENSE OF THE
   DEVELOPER.

3. WATER MAINS MUST BE LOCATED AND LOCATIONS ARE PRELIMINARY AND WILL BE
   MODIFIED PERTAINING TO CITY OF Nampa REQUIREMENTS AND ADDITIONAL GROWTH.

4. ALL WATER MAINS AND SERVICE SEGMENTS WILL BE OF 10 INCH, UNLESS SPECIFIED
   OTHERWISE.

5. ALL WATER MAINS AND SERVICE SEGMENTS WILL BE OF 12 INCH, UNLESS SPECIFIED
   OTHERWISE.

6. CITY WATER MAINS AND SERVICE SEGMENTS WILL BE LOCATED ALONG PEDESTRIAN
   TRAVEL WAYS.

7. PRELIMINARY WATER MAINS AND SERVICE SEGMENTS WILL BE LOCATED ALONG PEDESTRIAN
   TRAVEL WAYS.

8. PRELIMINARY WATER MAINS AND SERVICE SEGMENTS WILL BE LOCATED ALONG PEDESTRIAN
   TRAVEL WAYS.

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   TRAVEL WAYS.

10. PRELIMINARY WATER MAINS AND SERVICE SEGMENTS WILL BE LOCATED ALONG PEDESTRIAN
    TRAVEL WAYS.

11. PRELIMINARY WATER MAINS AND SERVICE SEGMENTS WILL BE LOCATED ALONG PEDESTRIAN
    TRAVEL WAYS.

12. PRELIMINARY WATER MAINS AND SERVICE SEGMENTS WILL BE LOCATED ALONG PEDESTRIAN
    TRAVEL WAYS.

13. PRELIMINARY WATER MAINS AND SERVICE SEGMENTS WILL BE LOCATED ALONG PEDESTRIAN
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14. PRELIMINARY WATER MAINS AND SERVICE SEGMENTS WILL BE LOCATED ALONG PEDESTRIAN
    TRAVEL WAYS.

15. PRELIMINARY WATER MAINS AND SERVICE SEGMENTS WILL BE LOCATED ALONG PEDESTRIAN
    TRAVEL WAYS.

LEGEND

NOTE: THE FOLLOWING SYMBOLS ARE USED ON THIS SHEET ONLY FOR LAYOUT:

- SEE SHEET 1 FOR LOCATION OF WATER MAINS AND SERVICE SEGMENTS.

- SEE SHEET 1 FOR LOCATION OF WATER MAINS AND SERVICE SEGMENTS.

- SEE SHEET 1 FOR LOCATION OF WATER MAINS AND SERVICE SEGMENTS.

- SEE SHEET 1 FOR LOCATION OF WATER MAINS AND SERVICE SEGMENTS.

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- SEE SHEET 1 FOR LOCATION OF WATER MAINS AND SERVICE SEGMENTS.

- SEE SHEET 1 FOR LOCATION OF WATER MAINS AND SERVICE SEGMENTS.

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ORDINANCE NO. 4354

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL, TO MODIFY THE ANNEXATION & ZONING DEVELOPMENT AGREEMENT TO WHICH THAT CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS LYING ON THE EAST SIDE OF N. CAN ADA ROAD, NORTH OF THE COLLEGE OF WESTERN IDAHO CAMPUS AND THE UNION PACIFIC RAILROAD MAINLINE TRACKS IN NAMPA, IDAHO, COMPRISING APPROXIMATELY 43.367 ACRES, MORE OR LESS, IS SUBJECT, DESCRIBED IN ORDINANCE NO. 3522, APPROVED ON DECEMBER 5, 2005, AND RECORDED ON JANUARY 5, 2006, AS INSTRUMENT NO. 200600606, RECORDS OF CANYON COUNTY, IDAHO, SO AS TO ALLOW FOR THE SUBSTITUTION OF A REVISED PLAT PROVIDING FOR COMMERCIAL, MULTI-FAMILY, AND SINGLE-FAMILY RESIDENTIAL BUILDING LOTS, TO ALLOW FOR A REDUCED AREA TO BE ZONED AS RS 8.5 (SINGLE FAMILY RESIDENTIAL – WITH A “REQUIRED PROPERTY AREA” OF AT LEAST 8,500 SQUARE FEET) ZONING AND TO ALLOW THAT REDUCED PORTION TO BE ZONED GB 2 (GATEWAY BUSINESS 2); DETERMINING THAT SAID ZONING IS IN THE BEST INTEREST OF THE CITIZENS AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF NAMPA, IDAHO; ZONING APPROXIMATELY 11.893 ACRES, MORE OR LESS, OF SAID PROPERTY FROM RS 8.5 (SINGLE FAMILY RESIDENTIAL – WITH A “REQUIRED PROPERTY AREA” OF AT LEAST 8,500 SQUARE FEET) TO GB 2 (GATEWAY BUSINESS 2); PROVIDING FOR RECORDATION; INSTRUCTING THE CITY ENGINEER AND/OR PLANNING AND ZONING DIRECTOR TO DESIGNATE SAID PROPERTY AS RD (TWO FAMILY (DUPLEX) RESIDENTIAL) ON THE OFFICIAL ZONING MAP AND OTHER AREA MAPS OF THE CITY; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

WHEREAS, all required public hearings have been held on the applicant’s request to modify the Annexation & Zoning Development Agreement to which that certain real property generally described as lying on the east side of N. Can Ada Road, North of the College of Western Idaho Campus and the Union Pacific Railroad Mainline Tracks in Nampa, Idaho, comprising approximately 43.367 acres, more or less, which property is more particularly described below, is subject, which agreement is described in Ordinance No. 3522, approved on December 5, 2005, and recorded on January 5, 2006, as Instrument No. 200600606, records of Canyon County, Idaho, so as to allow for the substitution of a revised plat providing for commercial, multi-family, and single-family residential building lots, to allow for a reduced area to be zoned as RS 8.5 (Single Family Residential – With a “Required Property Area” of at Least 8,500 Square Feet) and to allow that reduced portion to be zoned GB 2 (Gateway Business 2);
WHEREAS, it is deemed to be in the best interests of the City of Nampa to so modify the above-identified Annexation and Zoning Development Agreement and, consistent with the Nampa Comprehensive Plan, and to rezone a portion of said property, comprising 11.893 acres, more or less, as GB 2 (Gateway Business 2):

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Nampa, County of Canyon, State of Idaho:

Section 1. That the Annexation and Zoning Development Agreement for the subject property, which property is more particularly described in Exhibit "A," attached hereto and made a part hereof by this reference, and which property is also described in Ordinance No. 3522, approved on December 5, 2005, and recorded on January 5, 2006, as Instrument No. 200600606, records of Canyon County, Idaho, is hereby modified as set forth in that certain “AMENDMENT TO DEVELOPMENT AGREEMENT,” marked as Exhibit “B,” attached hereto and made a part hereof by this reference.

Section 2. That it is hereby determined to be in the best interest of the public, and consistent with the Nampa Comprehensive Plan, that a portion of the subject property (which entire subject property is described in Exhibit “A”) comprising approximately 11.893 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 GB 2 (Gateway Business 2), to wit:

See Exhibit “C,” 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 and/or Planning and Zoning Director is instructed to designate said property (i.e., the property described in Exhibit “C”) as GB 2 (Gateway Business 2) on the Official Zoning Map and other area maps of the City of Nampa.

Section 4. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 5. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.


State of Idaho  
Canyon County  

On this 21th day of December 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Deborah L. Bishop known to be the City Clerk of the City of Nampa, & Robert Henry known to be the Mayor 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.

Nathan Haveman  
Residing at: Nampa, Canyon County, Idaho  
My Commission Expires: 10/12/2022
EXHIBIT “A”

Legal Description for proposed
Lost River Subdivision

A parcel of land being a portion of the South 1/2 of the Southwest 1/4 of Section 6, Township 3 North, Range 1 West, Boise Meridian, City of Nampa, Canyon County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap monument marking the Southwest corner of said Section 6, which bears S00°39'47"W a distance of 2,644.05 feet from a found 5/8-inch rebar marking the West 1/4 corner of said Section 6, thence following the southerly line of the Southwest 1/4 of said Section 6, S89°21'35"E a distance of 1,116.91 feet to a found 5/8-inch rebar;

Thence leaving said southerly line, N02°00'46"W a distance of 50.05 feet to a point on the northerly right-of-way line of Cherry Lane and being the POINT OF BEGINNING.

Thence N02°00'46"W a distance of 177.98 feet to a found 5/8-inch rebar;
Thence N74°53'13"W a distance of 312.04 feet to a found 5/8-inch rebar;
Thence N21°44'39"E a distance of 206.81 feet;
Thence N24°30'44"E a distance of 96.73 feet to a found 5/8-inch rebar;
Thence N20°12'19"E a distance of 110.94 feet to a found 5/8-inch rebar;
Thence N10°06'29"E a distance of 108.79 feet to a found 5/8-inch rebar;
Thence N01°32'39"E a distance of 51.74 feet to a found 5/8-inch rebar;
Thence N03°42'31"W a distance of 349.88 feet to a found 5/8-inch rebar;
Thence S87°22'59"W a distance of 10.02 feet;
Thence N02°37'01"W a distance of 54.64 feet;
Thence S89°16'23"E a distance of 1,596.10 feet to the easterly line of the Southwest 1/4 of said Section 6;
Thence following said easterly line, S00°54'11"W a distance of 1,201.19 feet to a point on the northerly right-of-way line of said Cherry Lane;
Thence leaving said easterly line and following said northerly right-of-way line, N89°21'35"W a distance of 1,410.05 feet to the POINT OF BEGINNING.

Said description contains 43.367 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.
EXHIBIT “B”

(See attached “Amendment to Development Agreement”)
AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to a Development Agreement (the “First Amendment”) is entered into this 18th day of December, 2017 (the “Effective Date”) by and between the City of Nampa, a municipal corporation (the “City”) and Nampa North, LLC hereinafter referred to as the “New Owner/Developer”.

RECITALS

A. The City and Farwest LLC, the “Original Owner(s)/Developer(s)”, entered into a certain Development Agreement package/set (hereinafter the “Original Agreement”) dated 05 December 2005 and recorded in the records of Canyon County, Idaho as Instrument No. 200600606, Ordinance No. 3522.

B. The Original Agreement was created in conjunction with the annexation and zoning assignment of some 113.80 acres of real property legally described in Exhibit(s) “A” thereto and made a part hereof.

C. The City and New Owner/Developer as parties to this Amendment, wish, and mutually consent, to amend the Original Agreement by executing a First Amendment (i.e., a Development Agreement Modification) as set forth herein and after.

D. Accordingly, the New Owner/Developer applied to City on or about 15 August 2017 (the “date of application”) for Development Agreement Modification approval in order to amend the Original Agreement by revising the recitals/commitments/terms and exhibits sections of said Agreement to enable development of a mixed-use single and multi-family residential, and, commercial subdivision development (hereinafter, collectively, the “Project”) on the Property.

E. City, pursuant to Section 10-2-5 of Nampa City Code, and, Idaho Code Section 67-6511A, has the authority to modify/amend 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 or for modifying or nullifying former approvals.

F. City’s Planning and Zoning Commission and City’s City Council have held public hearings as prescribed by law with respect to a/this First Amendment (and associated entitlement requests — including, to date: a Development Agreement Modification, Rezone (aka “zoning map amendment” intended to re-purpose/convert certain portions of the Property as follows: Some 43.40 acres of RS (Single-Family Residential) 8.5 zoning to 33.10 acres of RS 8.5 zoning, and, 10.30 acres of RS 8.5 zoning to be converted to BC (Community Business) zoning.

G. City has approved the afore-referenced entitlements requests.
H. Further, City (pursuant to Section 10-2-5 of Nampa City Code and Idaho Code Section 67-6511A), has subsequently authorized this First Amendment.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, including the covenants contained herein, the parties agree as follows:

1. Defined Terms. Except as set forth herein, the defined terms used in the Original Agreement shall have the same meaning in this First Amendment.

2. Development Agreement Recission. The Original Agreement is, and shall be, hereby rescinded, canceled, and annulled in its entirety and replaced with the recitals, terms, commitments, conditions and exhibits incorporated herein and made a part of this First Amendment (hereof and hereafter).

AGREEMENT

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

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

3. The Project shall be developed (i.e., its site/ plat layout, etc.) in substantial conformance with the exhibits approved by the City's Council attached hereto as "Exhibit B" and made a part hereof and also relevant City zoning and subdivision standards; provided however, that the New Owner/Developer shall have limited flexibility to develop the Property to meet market conditions subject to pre-approval by the City, and that the only specific commitments concerning development of the Project which Owner/Developer is making are set forth herein. Upon recordation of this First Amendment, Owner/Developer shall have all general zoning based land use permission based entitlement approval(s) required from the City for development of the Project.

4. The provisions and stipulations of this Agreement shall be binding on City, Owner(s)/Developer(s), each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property.

Lost River Project --. North Nampa LLC
Development Agreement Modification 2017
- 2 -
5. This Agreement may be modified only by the written agreement of 
Owners/Developer(s) 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 Owners/Developer(s) 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 
Owners/Developer(s) or its successors and/or assigns fails to cure such failure as set 
forth below.

7. This Agreement and First Amendment, and, the commitments contained herein 
shall be terminated, and the zoning designation reversed, upon the failure of 
Owners/Developer(s), 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 thereof, and after the notice and hearing requirements of Idaho 
Code Section 67-6509 have been complied with by City. Exception: the failure to begin 
site development of all or a portion of the Project proposed under this Agreement does 
not necessarily serve as impetus to allege that the commitments contained herein are not 
being fulfilled. Rather, commencement of site work and/or construction then left in 
abandon or failure to abide by the terms of this Agreement, as herein iterated, shall serve 
as impetus to consider termination of this Agreement and reversion of zoning. Provided, 
however, no such termination or reversal shall occur unless City provides written notice 
of Owners/Developer(s) failure to comply with the terms and conditions of this 
Agreement to Owners/Developer(s) and Owners/Developer(s) fails to cure such 
failure within six (6) months of Owners/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 Owners/Developer(s), 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 
oficial 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 approval of 
the First Amendment and associated rezoning. Provided, however, that the applicable 
building codes for structures constructed on the Property shall be the codes in effect 
when a complete application for a building permit is filed. Development impact fees, if 
imposed by ordinance, shall be payable as specified in said ordinance even if the 
effective date is after the date of this agreement or the annexation pursuant thereto.

9. It is intended by the parties that this Agreement shall be recorded on the effective 
date of the Agreement 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(s)/Developer(s), 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 affected 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(s)/Developer(s) 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(s)/Developer(s) 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(s)/Developer(s), 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(s)/Developer(s) 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(s)/Developer(s) 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(s)/Developer(s) of any default by City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights of remedies of Owner(s)/Developer(s) 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

Lost River Project -- North Nampa LLC
Development Agreement Modification 2017

- 4 -
Owner(s)/Developer(s) 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(s)/Developer(s) for the portion of the Property still owned by Owner(s)/Developer(s).

c. In the event the performance of any obligation to be performed hereunder by either Owner(s)/Developer(s) 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.

In addition to the remedies set forth above, in the event of a default by Owner(s)/Developer(s), or any other party claiming an interest herein, City may withhold building permits sought for issuance upon land(s) within the Project until such time as the default is cured.
EXHIBIT(S) A
(LEGAL DESCRIPTION(S))
A parcel of land being a portion of the South 1/2 of the Southwest 1/4 of Section 6, Township 3 North, Range 1 West, Boise Meridian, City of Nampa, Canyon County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap monument marking the Southwest corner of said Section 6, which bears S00°39'47"W a distance of 2,644.05 feet from a found 5/8-inch rebar marking the West 1/4 corner of said Section 6, thence following the southerly line of the Southwest 1/4 of said Section 6, S89°21'35"E a distance of 1,116.91 feet to a found 5/8-inch rebar;
Thence leaving said southerly line, N02°00'46"W a distance of 50.05 feet to a point on the northerly right-of-way line of Cherry Lane and being the POINT OF BEGINNING.

Thence N02°00'46"W a distance of 177.98 feet to a found 5/8-inch rebar;
Thence N74°53'13"W a distance of 312.04 feet to a found 5/8-inch rebar;
Thence N21°44'39"E a distance of 206.81 feet;
Thence N24°30'44"E a distance of 96.73 feet to a found 5/8-inch rebar;
Thence N20°12'19"E a distance of 110.94 feet to a found 5/8-inch rebar;
Thence N10°06'29"E a distance of 108.79 feet to a found 5/8-inch rebar;
Thence N01°32'59"E a distance of 51.74 feet to a found 5/8-inch rebar;
Thence N03°42'31"W a distance of 349.88 feet to a found 5/8-inch rebar;
Thence S87°22'59"W a distance of 10.02 feet;
Thence N02°37'01"W a distance of 54.64 feet;
Thence S89°16'23"E a distance of 1,596.10 feet to the easterly line of the Southwest 1/4 of said Section 6;
Thence following said easterly line, S00°54'11"W a distance of 1,201.19 feet to a point on the northerly right-of-way line of said Cherry Lane;
Thence leaving said easterly line and following said northerly right-of-way line, N89°21'35"W a distance of 1,410.05 feet to the POINT OF BEGINNING.

Said description contains 43.367 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.
August 14, 2017
Legal Description
Rezone

Legal Description for
Rezone to BC Section of Lost River Subdivision

A parcel of land being a portion of the South 1/2 of the Southwest 1/4 of Section 6, Township 3 North, Range 1 West, Boise Meridian, City of Nampa, Canyon County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap monument marking the Southwest corner of said Section 6, which bears S00°39'47"W a distance of 2,644.05 feet from a found 5/8-inch rebar marking the West 1/4 corner of said Section 6, thence following the southerly line of the Southwest 1/4 of said Section 6, S89°21'35"E a distance of 1,116.91 feet to a found 5/8-inch rebar and being the POINT OF BEGINNING.

Thence leaving said southerly line, N02°00'46"W a distance of 228.03 feet to a found 5/8-inch rebar;
Thence N74°53'13"W a distance of 282.75 feet;
Thence N21°53'43"E a distance of 336.34 feet;
Thence 48.79 feet along the arc of a circular curve to the left, said curve having a radius of 675.00 feet, a delta angle of 04°08'28", a chord bearing of N19°49'28"E and a chord distance of 48.78 feet;
Thence S73°56'38"E a distance of 140.65 feet;
Thence 119.09 feet along the arc of a circular curve to the left, said curve having a radius of 180.85 feet, a delta angle of 37°43'44", a chord bearing of S06°32'54"E and a chord distance of 116.95 feet;
Thence S24°53'39"E a distance of 195.18 feet;
Thence 56.26 feet along the arc of a circular curve to the left, said curve having a radius of 50.00 feet, a delta angle of 64°27'56", a chord bearing of S57°07'37"E and a chord distance of 53.34 feet;
Thence S89°21'35"E a distance of 1,275.86 feet to the easterly line of the Southwest 1/4 of said Section 6;
Thence following said easterly line, S00°55'08"W a distance of 300.00 feet to the southerly line of said Southwest 1/4;
Thence leaving said easterly line and following said southerly line, N89°21'35"W a distance of 1,407.50 feet to the POINT OF BEGINNING.

Said description contains 11.893 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.
MODIFICATION OF ANNEXATION AND ZONING DEVELOPMENT AGREEMENT BETWEEN FARWEST, LLC AND THE CITY OF NAMPA RECORDED 1/5/2006 AS INST. NO. 200600606 AMENDING EXHIBIT "B" CONCEPTUAL PLAN TO 1) ALLOW A REVISED SUBDIVISION PLAT PROVIDING FOR COMMERCIAL, MULTIPLE FAMILY, AND SINGLE FAMILY RESIDENTIAL LOTS, AND 2) ALLOW ZONING CHANGES TO REDUCE THE ACRES OF RS8.5 (SINGLE FAMILY RESIDENTIAL - 8,500 SQ. FT.) ZONING FROM 43.4 ACRES TO 33.1 ACRES, AND CHANGE THE ZONING OF THE REMAINING 10.3 ACRES FROM RS8.5 TO GB2 (GATEWAY BUSINESS 2), AND 3) AMENDING EXHIBIT "C" CONDITIONS OF APPROVAL AS NECESSARY; ZONING MAP AMENDMENT FROM RS 8.5 TO GB2 FOR 10.3 ACRES; AND SUBDIVISION PRELIMINARY PLAT APPROVAL FOR LOST RIVER SUBDIVISION WEST OF THE PHYLIS CANAL ON THE NORTH SIDE OF E. CHERRY LANE (6 COMMERCIAL LOTS, 16 FOURPLEX RESIDENTIAL LOTS, AND 121 SINGLE FAMILY RESIDENTIAL LOTS – A 43.367 ACRE PARCEL OF LAND BEING A PORTION OF THE SOUTH ¼ OF THE SOUTHWEST ¼ OF SECTION 6, T3N, R1W, BM) FOR KM ENGINEERING, LLP REPRESENTING NAMPA NORTH LLC (DAMO 014-17, ZMA 092-17, AND SPP 012-17).
IN WITNESS WHEREOF, the parties have caused this Amendment to Development Agreement to be executed as of the Effective Date specified above.

OWNER/DEVELOPER:

[Signature]

Nampa North, LLC

[Signature]

Notary Public for State of Idaho
Residing at Saint-ID
Commission Expires: 8-30-18

STATE OF IDAHO)

) ss.
County of Canyon

On this 14 day of December, in the year of 2017, before me, Kirsti Grabo, personally appeared Don Newell, the person or party whose name is subscribed to the within and foregoing instrument and acknowledged to me that be executed the same for and on behalf of Nampa North, LLC.

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

[Seal]

KIRSTI GRABO
NOTARY
PUBLIC
STATE OF IDAHO

Lost River Project -- North Nampa LLC
Development Agreement Modification 2017
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[for] CITY: City of Nampa,
A municipal corporation

By
Robert L. Henry, Mayor

Attest:

City Clerk

STATE OF IDAHO )
County of Canyon ) ss.

On this 18th day of December, in the year of 2017, before me Joy A. Hall personally appeared Robert L. Henry, known or identified to me, to be the Mayor of the City of Nampa, whose name is subscribed to be 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,

Joy A. Hall
Notary Public for State of Idaho
Residing at Gem County
Commission Expires: 8-4-2020

Lost River Project – North Nampa LLC
Development agreement Modification 2017
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A parcel of land being a portion of the South 1/2 of the Southwest 1/4 of Section 6, Township 3 North, Range 1 West, Boise Meridian, City of Nampa, Canyon County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap monument marking the Southwest corner of said Section 6, which bears S00°39'47"W a distance of 2,644.05 feet from a found 5/8-inch rebar marking the West 1/4 corner of said Section 6, thence following the southerly line of the Southwest 1/4 of said Section 6, S89°21'35"E a distance of 1,116.91 feet to a found 5/8-inch rebar and being the POINT OF BEGINNING.

Thence leaving said southerly line, N02°00'46"W a distance of 228.03 feet to a found 5/8-inch rebar;
Thence N74°53'13"W a distance of 282.75 feet;
Thence N21°53'43"E a distance of 336.34 feet;
Thence 48.79 feet along the arc of a circular curve to the left, said curve having a radius of 675.00 feet, a delta angle of 04°08'28", a chord bearing of N19°49'28"E and a chord distance of 48.78 feet;
Thence S73°56'38"E a distance of 140.65 feet;
Thence 119.09 feet along the arc of a circular curve to the left, said curve having a radius of 180.85 feet, a delta angle of 37°43'44", a chord bearing of S06°32'54"E and a chord distance of 116.95 feet;
Thence S24°53'39"E a distance of 195.18 feet;
Thence 56.26 feet along the arc of a circular curve to the left, said curve having a radius of 50.00 feet, a delta angle of 64°27'56", a chord bearing of S37°07'37"E and a chord distance of 53.34 feet;
Thence S89°21'35"E a distance of 1,275.86 feet to the easterly line of the Southwest 1/4 of said Section 6;
Thence following said easterly line, S00°55'08"W a distance of 300.00 feet to the southerly line of said Southwest 1/4;
Thence leaving said easterly line and following said southerly line, N89°21'35"W a distance of 1,407.50 feet to the POINT OF BEGINNING.

Said description contains 11.893 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.
MODIFICATION OF ANNEXATION AND ZONING DEVELOPMENT AGREEMENT BETWEEN FARWEST, LLC AND THE CITY OF NAMPA RECEIVED 1/5/2006 AS INST. NO. 200600606 AMENDING EXHIBIT "B" CONCEPTUAL PLAN TO 1) ALLOW A REVISED SUBDIVISION PLAT PROVIDING FOR COMMERCIAL, MULTIPLE FAMILY, AND SINGLE FAMILY RESIDENTIAL LOTS, AND 2) ALLOW ZONING CHANGES TO REDUCE THE ACRES OF RS8.5 (SINGLE FAMILY RESIDENTIAL - 8,500 SQ. FT.) ZONING FROM 43.4 ACRES TO 33.1 ACRES, AND CHANGE THE ZONING OF THE REMAINING 10.3 ACRES FROM RS8.5 TO GB2 (GATEWAY BUSINESS 2), AND 3) AMENDING EXHIBIT "C" CONDITIONS OF APPROVAL AS NECESSARY; AND ZONING MAP AMENDMENT FROM RS 8.5 TO GB2 FOR 10.3 ACRES - A 43.387 ACRE PARCEL OF LAND BEING A PORTION OF THE SOUTH ¼ OF THE SOUTHWEST ¼ OF SECTION 6, T3N, R1W, BM FOR KM ENGINEERING, LLP REPRESENTING NAMPA NORTH LLC (DAMO 014-17 AND ZMA 092-17).
Hi Shellie,

Nampa Highway District #1 has no comment.

Thank you,

Eddy

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From: Shellie Lopez <lopezs@cityofnampa.us>
Sent: Thursday, September 12, 2019 11:03 AM
Subject: Preliminary Plat Approval for Lost River Townhomes Subdivision / SPP-00048-2019

Good Morning Everyone! 😊

Re: Preliminary Plat Approval for Lost River Townhomes Subdivision / SPP-00048-2019

Please find attached for your review the Preliminary Plat Approval for Lost River Townhomes on the north side of E. Cherry Lane east of Can-Ada Road (81 Single-Family Attached Townhome lots and 5 Four-plex lots - A 7.96 acre parcel of land being a portion of Government Lot 7 and a portion of the SE 1/4 of the SW 1/4 of Section 6, T3N, R1W, BM) for KM Engineering, LLP representing Nampa North LLC.

The preliminary plat is scheduled for the Planning & Zoning Commission meeting of October 22, 2019.

Please review and return any comments to my attention prior to October 04, 2019.

Thank you & Have a great day!
Building Department will require permits for any and all work on these lots.

Good Afternoon Everyone! 😊

Re: DAMO-00033-2019

KM Engineering, LLP representing Nampa North LLC has requested a Modification of Zoning Development Agreement between Nampa North, LLC and the City of Nampa recorded 12/29/2017 as Inst. No. 2017-056540 amending Exhibit “B” Conceptual Plan to: 1) allow a revised subdivision allowing for a mix of 4-plexes and single-family attached townhomes instead of the original mix of 4-plexes and commercial lots on the GB2 (Gateway Business 2) zoned parcel(s), and 2) amending Exhibit “C” Conditions of Approval as necessary for Lost River Subdivision Townhomes on the north side of E. Cherry Lane east of Can-Ada Road (A 7.96 acre parcel of land being a portion of Government Lot 7 and a portion of the SE ¼ of the SW ¼ of Section 6, T3N, R1W, BM).

This application will go before the Planning and Zoning Commission as a public hearing item on the October 22, 2019 agenda.

Please find attached DAMO-00033-2019 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) no later than October 04, 2019.

Thank you & Have a great day!
Building Department will require permits for any and all work on each lot and will require a top of foundation wall or a finish floor elevation for each lot on the construction drawings.
Hi Shellie,

Nampa Parks has reviewed the preliminary plat for Lost River Townhomes Subdivision, Project: SPP-00048-2019. 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.
September 24, 2019

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

RE: DAMMO-00033-2019/ Lost River Subdivision Townhomes

Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comment on the request to the modification of zoning development agreement only. However, any future development of this project will require a Land Use Change to be filed with the District.

The Ten Mile Drain will be impacted from future expansion of this project. The Ten Mile Drain has a minimum easement of one hundred feet (100’) total, fifty feet (50’) from centerline each side.

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 will need to review drainage plans. The developer must comply with Idaho Code 31-3805.

Please feel free to contact me with any further questions.

Sincerely,

[Signature]

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

Cc: Office/ file
The above listed project(s) Landscape Plans have 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. **Add to 'Key Notes' Note 8:**
   
   'For all developer and builder unspecified trees: Use Class I or Class II Trees. Refer to Treasure Valley Tree Selection Guide (https://id-nampaparksandrec.civicplus.com/DocumentCenter/View/923/2018-Treasure-Valley-Tree-Selection-Guide) for the tree specification. DO NOT specify Acer freemanii, Acer rubrum or the Liquidamber species.'

2. **Street Tree Requirements on Cherry Lane:** A total of 52 deciduous Class I or Class II trees is required within the 25' required landscape buffer area. The plan specifies 36 deciduous trees in the landscape buffer. Nampa City Code requires the following:
   
   "Landscape Buffer Development: Within gateway/arterial/collector corridor landscape strips, one city approved low growing deciduous street tree at least two inches (2") in caliper (measured 1 foot above root ball) shall be placed every twenty-five feet (25') on center, ground cover shall be provided. The strip shall be at least fifty percent (50%) covered in grass and/or also, optionally, contain up to fifteen (15) shrubs per one hundred (100) linear feet of frontage, and/or contain decorative rock but not artificial plant materials. A belowground irrigation system shall be emplaced and utilized within landscape strips. Watershed from the system will be contained as much as possible on site. Trees in the fifteen-foot (15') or twenty five-foot (25') landscape strips shall be placed at least five feet (5') from the nearest sidewalk and not be planted in a drainage swale." [NCC 10.33.4.(A2)]

3. Please resubmit landscape plans for approval.

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
September 26, 2019

RE: Lost River Townhomes Subdivision - Preliminary Plat

To: Kirsti Grabo – KM Engineering
cc: Sylvia Mackrill

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

- Include the name N Hounslow Way on Plat pages PP1.1 and PP1.2

Sincerely,

Dan Wagner
GIS Technician I
Engineering Division
City of Nampa
(208) 468-5475
DATE: October 13, 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 Preliminary Plat and Development Agreement Modification applications for Lost River Townhomes Subdivision and recommend the following conditions and comments.

**Preliminary Plat Comments**

1. This subdivision is a part of the already approved Lost River Subdivision Preliminary Plat. This application is subject to all previous comments and conditions from the original Preliminary Plat.

2. The proposed subdivision changes the use of a portion of the original plat from commercial to attached single-family residential. The total number of residential units increases by approximately 30 from the original plat. An update to the Traffic Impact Study shall be provided to account for the change in land use and number of units and to verify if there are any corresponding additional traffic impacts.

3. The City’s water and sewer systems have adequate capacity to serve this property.

4. The originally planned irrigation well has been eliminated in favor of a new regional surface water irrigation pump station to be constructed in conjunction with the Spring Hollow Ranch and Silver Star Subdivisions. This pressure irrigation pump station shall be operational prior to the City Engineer signature of the Final Plat. Applicant shall work with the Spring Hollow Ranch and Silver Star Subdivision Developer’s to coordinate schedule and pressure irrigation system connection.

5. The project is proposing all onsite pressure irrigation main be private as all landscaping is intended to be maintained by the Home Owner’s Association. As a result, the CC&R’s shall clearly define that the City has the right to shut down all irrigation supply to the development if any property owner refuses to pay their irrigation assessment.
6. The Final Plat shall reflect public utility, cross access, shared parking, and drainage easements. Maintenance for all common access, parking, landscaping, irrigation, and drainage facilities shall be clearly defined in the CC&R’s, and the CC&R’s shall be referenced by note on the Final Plat.

7. Storm water calculations shall be updated to reflect the change in land use and drainage facility locations.

Development Agreement Modification Comments
None

Conditions of Approval

1. Project is subject to all comments and conditions from the original Preliminary Plat application (SPP-00012-2017).

2. 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 and associated head-gate report from the irrigation district.

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

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

5. Applicant shall address all street name comments identified in the letter from Nampa Engineering Division prior to Final Plat submittal.

6. Applicant shall provide an update to the projects Traffic Impact Study to account for the change in land use and increase in residential units. The Developer will be responsible to address all project triggered traffic mitigation, if any.

7. The required regional surface water irrigation pump station shall be fully operational prior to the City Engineer signature of the Final Plat

8. The Development CC&R’s shall be reviewed by the Nampa Engineering Division for approval prior to the City Engineer signature of the Final Plat. The CC&R’s shall be referenced by note on the face of the Final Plat and recorded concurrent with the plat. The CC&R’s shall include language indicating:

   - The City has the right to shut down all irrigation supply to the development if any property owner refuses to pay their irrigation assessment. The HOA shall be responsible to ensure compliance with property owner payment of irrigation assessments to the City.
   - Maintenance responsibility all common access, parking, landscaping, irrigation, and drainage facilities.