Planning & Zoning Department

Before the Planning & Zoning Commission
November 26, 2019

STAFF REPORT – PUBLIC HEARING #4

Annexation and Zoning to RS6 (Single Family Residential – 6,000 sq. ft.) at 842 W. Greenhurst Rd. for a lot split for David DeMayola (ANN 134-19).

Applicant: David DeMayola

File No: ANN 134-19

Prepared by: Norman L. Holm, Planning Director

Date: November 19, 2019

Requested Actions: Annexation & Zoning to RS6 (Single Family Residential – 6,000 sq. ft.)

Project Description: Annexation is desired in order to split the existing lot into two parcels in order to then sell the empty un-used portion of the property.

GENERAL INFORMATION

Planning and Zoning History: The applicant has requested annexation and zoning to split the enclaved rural residential property.

Status of Applicant: Owner

Annexation Location: 842 W. Greenhurst Rd. (A portion of Lots 14 & 15 of Home Acres Subdivision No. 6 lying in a portion of the SW ¼ SW ¼ of Section 33, T3N, R2W, BM Canyon County)

Proposed Zoning: RS6 (Single Family Residential – 6,000 sq. ft.)

Total Size: Approximately 3 acres or 130,680 sq. ft.
Existing Zoning: County R1 (Single Family Residential)

Comprehensive Plan Designation: Medium Density Residential

Surrounding Land Use and Zoning:
North- Rural Residential, City- RS8.5 (Single Family Res. – 8,500 sq. ft.)
South- Single Family Residential, City- RS6
East- Enclaved Rural Residential, County- R1 (Single Family Residential)
West- City Rural Residential, City- RS6

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 parcel connects with the city limits at its south, west, and north boundaries. The parcel is part of a 6-parcel, 12.6-acre enclaved area.

Existing Uses: Rural residential parcel with single family dwelling and outbuildings.

SPECIAL INFORMATION

Public Utilities:
8" sewer main on south side of W. Greenhurst Rd.
12" water main on north side of W. Greenhurst Rd.
12" pressure irrigation main on north side of W. Greenhurst Rd.

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

Physical Site Characteristics: Existing rural residential parcel with single family dwelling and outbuildings.

Transportation: Access to the property is from W. Greenhurst Rd. and from the unnamed/undeveloped public right-of-way along the westerly property boundary.

Correspondence: No correspondence has been received from any area property owners or residents either opposing or supporting the request for annexation and zoning to RS6.

STAFF FINDINGS AND DISCUSSION

From a land use standpoint, the location is shown on the comprehensive plan “future land use map” as being compatible with the zoning that has been requested. If the Planning & Zoning Commission recommends to the City Council approval of the requested annexation and zoning the following findings are suggested:

1) The requested annexation parcel connects with the city limits along its north, south and west boundaries. The parcel is part of a 6-parcel 9.08-acre enclaved area.

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 medium density residential land use and is reasonably compatible with existing and proposed land uses in the area.

4) The property owner requested annexation and zoning to RS6 in order to split the existing lot into two parcels in order to then sell the empty un-used portion of the property.

RECOMMENDED CONDITIONS OF APPROVAL

Staff suggests the Commission recommend approval of the Annexation and Zoning to the City Council subject to the following engineering required conditions of approval:

1) 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.

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.

3) Utilities shall be constructed to and through the site at the time of property development/redevelopment 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) The property will be subject to the terms and conditions of Memorandum of Understanding and Deferral Agreement established with Wolf Building Company dated October 7, 2019 regarding the undeveloped public right-of-way and allowance of a private driveway. The City reserves the right to require a similar Memorandum of Understanding and Deferral Agreement for the subject property at the time of development.

ATTACHMENTS

1) Application (Page 4)

2) Vicinity map with zoning (Page 5)

3) Aerial and birdseye view of parcel (Pages 6-7)

4) Annexation zoning survey exhibit (Pages 8-10)

5) Planning and zoning preapplication findings (Pages 11-12)

6) Agency and other correspondence (Pages 13+)
# APPLICATION FOR ANNEXATION/ZONING

PLANNING AND ZONING DEPARTMENT  
Nampa, Idaho 83651  
411 3rd Street S., Nampa, Idaho 83651  
P: (208) 468-4487  F: (208) 465-2261

## Nonrefundable Fee:
- **$452.00** (1 acre or less)  
- **$910.00** (more than 1 acre)

### Applicant Information

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Home Number</th>
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<tr>
<td>David DeMayola</td>
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<tr>
<th>Street Address</th>
<th>Mobile Number</th>
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<tr>
<td>842 W Greenhurst Rd.</td>
<td>(208) 994-1506</td>
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<tr>
<th>City</th>
<th>State</th>
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<tr>
<td>Nampa</td>
<td>ID</td>
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<tr>
<td><a href="mailto:ddemay6@gmail.com">ddemay6@gmail.com</a></td>
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### Property Owner Information

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<th>Property Owner Name</th>
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### Applicant’s interest in property:

- [x] Own  
- [ ] Rent  
- [ ] Other

### ADDRESS OF SUBJECT PROPERTY:

842 W Greenhurst Rd, Nampa, ID 83686

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### Please provide the following required documentation

- [x] Completed Application
- [ ] A copy of one of the following: [x] Warranty Deed  
  [ ] Proof Of Option  
  [ ] Earnest Money Agreement
- [x] 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

1. State the zoning desired for the subject property: **D56**
2. State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for the use of the subject property:

   **Annexation is desired in order to split the existing lot into two parcels in order to then sell the empty un-used portion of the property.**

### Dated this 25th day of October, 2019

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**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.
COMPASS LAND SURVEYING, PLLC
623 11th Avenue South
Nampa, ID 83651
Office: (208) 442-0115
Fax: (208) 327-2106
The following Describes a Parcel of Land being a Portion of Lots 14 & 15 of Home Acres Subdivision No. 6 as Filed for Record in Book 2, Page 6 of Plats Records of Canyon County, Idaho and Lying in a portion of the SW1/4 SW 1/4 of Section 33, Township 3 North, Range 2 West, Boise Meridian, Canyon County Idaho, and more particularly described as follows:

COMMENCING at a found 5/8" Iron Pin Marking the Southwest Corner of said Section 33; From which, the South 1/4 Corner of said Section 33 bears, South 89°39'01" East, 2646.97 feet which is being Monumented with a found 5/8" Iron Pin; Thence along the Southerly Boundary Line of the SW 1/4 of said Section 33, South 89°39'01" East, 681.14 feet to a Point; Thence leaving said Southerly Boundary Line, North 00°48'37" West, 25.01 feet to a point Marking the Southwest Corner of said Lot 14, the POINT OF BEGINNING:

Thence along the Westerly Boundary Line of said Lot 14, North 00°48'37" West, 355.00 feet to a point Marking the Northwest Corner of said Lot 14;
Thence leaving said Westerly Boundary Line, and along the Southerly Boundary Line of said Lot 15, North 89°39'07" West, 20.01 feet to a found 5/8" Iron Pin with Plastic Cap "Koemer PLS 8251" Marking the Southwest Corner of said Lot 15;
Thence leaving said Southerly Boundary Line, and along the Westerly Boundary Line of said Lot 15, North 00°48'37" West, 408.00 feet to the Northwest Corner of said Lot 15; From said Corner, a found 5/8" Iron Pin with Plastic Cap "Koemer PLS 8251" Which is Witnessing said Corner bears, South 00°48'37" East, 23.00 feet;
Thence leaving said Westerly Boundary Line, and along the Northerly Boundary Line of said Lot 15, South 83°01'33" East, 100.39 feet to a point;
Thence continuing, South 68°26'00" East, 91.42 feet to a point;
Thence leaving said Northerly Boundary Line, South 00°48'37" East, 619.50 feet to a point;
Thence, South 89°39'26" East, 7.00 feet to a point;
Thence, South 00°49'02" East, 25.01 feet to a point;
Thence, North 89°39'26" West, 7.00 feet to a point;
Thence, South 00°48'37" East, 73.83 feet to a point on the Southerly Boundary Line of said Lot 14;
Thence along the Southerly Boundary Line of said Lot 14, North 89°39'01" West, 164.02 feet to the POINT OF BEGINNING:

The above Described Parcel of Land contains 3.00 Acres (130,509 Sq. Ft.), more or less.
9119 - DAVID DeMAYOLA ANNEXATION/REZONE

Scale: 1 inch = 92 feet

Tract 1: 2.9961 Acres (130509 Sq. Feet), Closure: n36.5529w 0.02 ft. (1/94943), Perimeter=1871 ft.

01 n00.4837w 355
02 n89.3907w 20.01
03 n00.4837w 408
04 s83.0133e 100.39
05 s89.3900e 91.42
06 s00.4837e 619.5
07 s89.3926e 7
08 s00.4902e 25.01
09 s89.3926w 7

10 s00.4837e 73.83
11 n89.3901w 164.02

Page 10
**Planning & Zoning Pre-Application Findings**
For Residential or Commercial Subdivision

We hope your experience during this pre-application process has been beneficial, enjoyable and educational.

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>842 Greenhurst Annexation</th>
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<tbody>
<tr>
<td>ADDRESS</td>
<td>842 Greenhurst Rd</td>
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<tr>
<td>PROJECT DESCRIPTION</td>
<td>Annex + Split</td>
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| Current Zone: | Enclosed |
| Desired Zone: |                      |
| Is the proposed use allowed? | Y N |

| Current Comp Plan Zone: | Med-Res. |
| Desired Comp Plan Zone: |                      |

| Proposed acreage: | 2.96 |
| Proposed total lot count: | 2 |
| Proposed buildable lot count: | 2 |

| Adjacent Zoning: | North | RS8.5 | South | RS4 | East | Enc. | West | Enc. |
| Application processes required? | (circle as many as needed) | Annexation | Rezone | Conditional Use Permit |

| Preliminary Plat | Condo Plat | Short Plat (7 lots or less) | Final Plat | Design Review | Record of Survey |
| Comp Plan Amendment | Development Agreement (Modification) | Planned Unit Development |
| Site Improvement Permit | Vacation of Easement | Variance | (See timeline & fees list) |

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<tr>
<th>REQUIRED SETBACKS</th>
<th>FRONT</th>
<th>STREET SIDE</th>
<th>SIDE</th>
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Parking requirements per NCC §10-22-6 = Residential: 2 per dwelling unit (plus ADA as required by Building Code). In the RS zone at least one parking space shall be covered, either by garage or carport. Commercial: See Code Section for formulas by use type.

Formula:

Surface as per NCC §10-22-5-D: In any zoning district, all areas where any kind of vehicles may/will traverse, be parked or stored shall be required to be paved (via asphalt or concrete).

LANDSCaped BUFFER: NCC §10-33 (commercial) & §10-27-6-J (residential): Residential = Local road 15’, Collector or Arterial = 25’. See NCC code sections for design and lists of city acceptable trees. Commercial = Setbacks as listed above shall be landscaped.

GENERAL LANDSCAPING: All setback areas that are not encumbered by pavement or a structure shall be landscaped. Landscaping within the 15’ landscape buffer shall include 50% grass, 2” caliper trees planted 25’ on center. A semi-xeriscape scheme may be allowed where irrigation is not available as allowed in NCC 10-33. For BC zone landscaping see also NCC 10-16-10.

**NOTES:**

| 50’ width for property w/ house (minimum) | Currently measures ~163’ |
| 22’ width for flag lot (minimum) |

Options for zoning request: RS6 - RS8.5 - RD (depends on future use) |
900 w Greenhurst is it annexed?

Commercial building projects can request a Conceptual Plan Review Meeting through the Nampa Building Department—208-468-5418

For questions, please contact: Planning and Zoning—208-468-4434 Engineering Department—208-468-5422

Planning applications and zoning ordinances can be found at www.cityofnampa.us
Pre-Application Meeting Request Form
For Residential or Commercial Subdivision
Land Development Inquiries

Requests to be sent to watkinsk@cityofnampa.us or call 208-468-4434

Commercial building projects can request a Conceptual Plan Review Meeting through the Nampa Building Department—208-468-5418

PROJECT NAME: 842 W Greenhurst Annexation
ADDRESS: 842 W Greenhurst rd, Nampa, 83686 ID
Location of Project (sw corner of...):

Proposed acreage: 3  Comp Plan Zone:  Current Zone: RR  Desired Zone: RS
Proposed total lot count: 2  Proposed buildable lot count: 2

Describe the scope of project being proposed (single-family, multi-family, commercial):

I wish to divide the Far South acre (where house is located) from the remaining land in order to sell land for development.

Other Requests for this development:

OWNER/ APPLICANT INFORMATION

Owner Name: David DeMayola
Address: 842 W Greenhurst Rd. Nampa, 83686 ID
Phone: 208-444-1506 Cell Phone: 
Email: ddemay96@gmail.com

Applicant Name: (Same as above)  Engineer  Planner  Representative (circle one)
Address: 842 W Greenhurst Rd. Nampa, 83686 ID
Phone: 208-445-4190 Cell Phone: 
Email: ddemay96@gmail.com

How many people will be attending this meeting? 

Dates and times for these meetings are reserved for Wednesdays after 2pm. If other date is necessary, please provide available times and dates:

DECLARATION: Let it be known that the undersigned proponents of the above mentioned project do understand that the Pre-Application session attended on this date is intended to provide general guidance to the project applicants and/or their representatives. This session in no way represents the approval, nor shall it be considered permission to proceed with any project until said project has completed the plan review and permitting processes required by Nampa City Code. All comments, observations and disclosures made at the Pre-Application session are subject to change once the entitlement applications or building permits have been received and the official plan review of the proposed project as begun.

I hereby certify that I have read and understand the above declaration.

Owner/Owner's representative (please print): David DeMayola
Signature: 
Date: 9-13-19

STAFF NOTES:

For questions, please contact: Planning and Zoning—208-468-4434  Engineering Department—208-468-5422
Planning applications and zoning ordinances can be found at www.cityofnampa.us
The Engineering Division does not oppose this application with the following comments and conditions.

**General Comments:**

1. The property is located at 842 W Greenhurst Road and will take access from the following road(s):
   - W Greenhurst Road – classified as “Minor Arterial”
   - Unnamed/undeveloped public right-of-way along the westerly property boundary

2. Greenhurst Road currently only has 25’ of public right-of-way dedicated. An additional 25’ will need to be dedicated for a total of 50’ from Section Line.

3. The unnamed/undeveloped public right-of-way has a 42’ width. As was required by application ANN-00114-2019 and additional 2’ of public right-of-way shall be dedicated along the easterly boundary of the right-of-way (westerly edge of the property) for a total right-of-way width of 44’ to accommodate the “Reduced Width Local (2)” road section in the Nampa Engineering Process and Policy Manual.

4. The City entered into a Memorandum of Understanding (MOU) and Deferral Agreement with Wolf Building Company for the property located to the west (900 and 904 W Greenhurst Road) regarding the undeveloped public right-of-way. The agreements made allowance for the adjacent properties to construct and maintain a private driveway within the undeveloped public right-of-way until such time as the subject property develops or the number of residential units that take access from the driveway exceeds four. Development of this property may trigger the need to fully improve the undeveloped public right-of-way as stipulated by the agreements or enter into a new MOU and Deferal Agreement with the City at the time of development,
dependent on the total number of homes taking access from right-of-way. The applicant should meet with the Engineering Division to discuss access needs and implications of existing agreements prior to development. Both documents are attached for reference.

5. 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 on south side of W Greenhurst Road;
   - 12” water main on north side of W Greenhurst Road; and,
   - 12” pressure irrigation main on north side of W Greenhurst Road.

6. The sewer main in W Greenhurst Road is only 7’ deep and is unable to serve the majority of the property via gravity. A private pump facility and force main may be required. The applicant should meet with the Engineering Division to discuss sewer service options prior to development.

7. W Greenhurst Road was recently reconstructed as a capital project this year. While the City does not have a road cut moratorium policy, the Engineering Division will require development to exhaust all alternatives prior to allowing new utility trenching in W Greenhurst Road.

Conditions:

1. 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.

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.

3. Utilities shall be constructed to and through the site at the time of property development/redevelopment 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. The property will be subject to the terms and conditions of Memorandum of Understanding and Deferral Agreement established with Wolf Building Company dated October 7, 2019 regarding the undeveloped public right-of-way and allowance of a private driveway. The City reserves the right to require a similar Memorandum of Understanding and Deferral Agreement for the subject property at the time of development.
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 7th day of October, 2019, between the CITY OF NAMPA, CANYON COUNTY, IDAHO, a public body, corporate and politic ("City") and WOLF BUILDING COMPANY, LLC ("Owner/Developer").

Recitals

WHEREAS, Wolf Building Company, LLC owns the property located at 904 W Greenhurst Road, Nampa, ID 83686 (see Exhibit "A-1"), and intends to split said property and construct new residential dwelling unit(s) on the property; and

WHEREAS, Wolf Building Company, LLC requests to defer roadway construction as stipulated by Section 9-3-1 of the Nampa City Code within the adjacent easterly unimproved 42' wide public-right-of-way for an unspecified period of time; and

WHEREAS, Wolf Building Company, LLC requests to instead construct and maintain a private driveway within the adjacent easterly unimproved 42' wide public-right-of-way to serve said residential dwelling unit(s) (see Exhibit "A-2").

Agreement

NOW, THEREFORE, the City and Wolf Building Company, LLC hereby agree as follows:

1. Private Drive: Wolf Building Company, LLC shall be allowed to construct a shared access private driveway within the unimproved 42' wide public-right-of-way as reflected in the Site Plan attached to this agreement as Exhibit "B" to serve up to a maximum of four (4) residential dwelling units. Wolf Building Company, LLC shall be fully responsible for the construction of the private driveway and all associated costs. Construction and maintenance of the private driveway shall not vest in Wolf Building Company, LLC, or its heirs or assigns, any property interest which would entitle them to compensation when the private drive is eventually removed and replaced.

2. Maintenance: Wolf Building Company, LLC and any future property owner(s) shall be fully responsible for all maintenance and costs related to the private driveway, in perpetuity. Wolf Building Company, LLC shall establish a Shared Access Agreement for the private driveway to be recorded against the properties taking access from the driveway to define maintenance and associated cost share responsibility between the properties. Said Shared Access Agreement shall specify that no property rights are, or shall be, vested in any future property owners, and no compensation shall be owed to Wolf Building Company, LLC, or any future property owner(s), when the private drive is eventually removed and replaced.
3. **Deferral Agreement**: Wolf Building Company, LLC shall enter into a “Deferral Agreement” with the City, to allow deferral of public street improvements including curb, gutter, sidewalk, storm drainage, and pavement for an unspecified period of time. City will allow the continued use of the private driveway within the public right-of-way and deferral of said public improvements until such time as the properties to the east are developed and/or the number of residential dwelling units intended to take access from the 42’ wide public right-of-way exceeds four (4).

4. **Cost of Future Improvements**: At the time when public street improvements within the public right-of-way are deemed necessary, the then current property owner(s) shall bear the full cost for their portion of the half-street improvements along the approximately 330’ length of right-of-way. The cost shall be split evenly between the properties, which cost splitting shall be included and defined within the Shared Access Agreement that Wolf Building Company, LLC, is responsible for creating and recording. Said Shared Access Agreement shall notify the then current property owners of the requirement that they will be obligated to pay for the cost of future improvements.

5. **Severability**: In the event any of the provisions of this MOU shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this MOU.

6. **Headings**: The paragraph headings are for convenience only and are not a part of this MOU and shall not be used in interpreting or construing this MOU.

7. **Binding Effect**: The provisions and stipulations of this MOU shall inure to and bind the heirs, personal representatives, assigns and successors in interest of the parties hereto.

8. **Liability**: In the event that Wolf Building Company, LLC, fails to cause the Shared Access Agreement to be recorded, or fails to ensure that said agreement contains the provisions necessitated by this MOU, Wolf Building Company, LLC, shall be responsible for the cost of all maintenance of the private drive and also for all costs for, and associated with, the future improvement of the right-of-way that is the subject of this MOU.

9. **Entity Authority**: Each individual executing this MOU on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of said entity.

10. **Entire Agreement**: The parties agree and warrant that this MOU, together with the Exhibits attached and documents reference constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements and discussion, and that this MOU may be amended or modified only by an agreement in writing executed by all parties.
WOLF BUILDING COMPANY, LLC

By: Blake Wolf, Owner

CITY OF NAMPA

By: Debbie Kling, Mayor

Attest:

City Clerk
WARRANTY DEED

For Value Received  Kristin Crespin, an unmarried woman and Kelly Renee Shearer, an unmarried woman
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Wolf Building Company, LLC, an Idaho limited liability company
hereinafter referred to as Grantee, whose current address is 843 W. Horizon Way Nampa, ID 83686

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s), and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: January 17, 2019

Kristin Crespin
Kelly Renee Shearer
State of Washington, County of KING

This record was acknowledged before me on ______________ by Kristin Crespin.

Signature of notary public
Commission Expires:

State of Washington, County of KING

This record was acknowledged before me on ______________ by Kelly Renee Shearer.

Signature of notary public
Commission Expires: ______________
WARRANTY DEED

For Value Received  Kristin Crespin, an unmarried woman and Kelly Renee Shearer, an
unmarried woman
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Wolf Building Company, LLC, an Idaho limited liability company
hereinafter referred to as Grantee, whose current address is 843 W. Horizon Way Nampa, ID 83686
The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantee(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the
said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are
free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those
made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions,
dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies,
and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable,
and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: January 17, 2019

Kristin Crespin

Kelly Renee Shearer
EXHIBIT "A-1"

State of Washington, County of King
This record was acknowledged before me on 01/22/2019 by Kristin Crespin.

Signature of notary public
Commission Expires: 12-19-20

State of Washington, County of
This record was acknowledged before me on ______________ by Kelly Renee Shearer.

Signature of notary public
Commission Expires: ______________
EXHIBIT A

EXHIBIT A

A part of Lots 12 and 13 in HOME ACRES SUBDIVISION No. 6, according to the official plat of HOME ACRES SUBDIVISION No. 3 and No. 6 on file in Book 2 of Plats at Page 6, in the office of the Recorder of Canyon County, Idaho; more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 13;
Thence North 88°49'30" West 82.00 feet;
Thence North 728.85 feet;
Thence North 54°15'00" East 7.53 feet;
Thence North 73°57'00" East 100.00 feet;
Thence South 0°01'00" West 408.00 feet along the East boundary of said Lot 12;
Thence North 88°49'30" West 20.00 feet along the South boundary of said Lot 12;
thence South 0°01'00" West 355.00 feet along the East boundary of said Lot 13 to the POINT OF BEGINNING.
1019- WARRENTY DEED

Scale: 1 inch = 88 feet

Tract 1: 1.5882 Acres (69183 Sq. Feet), Closure: n48.2034w 0.02 ft. (199838), Perimeter=1701 ft.

01 n88 4930w 82.00
02 n00.0000e 728.85
03 n54.1500e 7.53
04 n73.57e 100.00
05 s00.0100w 408.00
06 n88 4930w 20.00
07 s00.0100w 355.00
8/21/2019, 5:51:04 PM

Nampa GIS, Canyon County Assessor, CCISO

Page 26
EXHIBIT "C"

AGREEMENT FOR DEFERRAL
OF CURB, GUTTER AND/OR SIDEWALK, AND STREET CONSTRUCTION
For RESIDENTIAL PROPERTIES

THIS AGREEMENT, made and entered into this ___ day of __________, 2019 by and
between THE CITY OF NAMPA, a municipal corporation, and Wolf Building Company, LLC,
the applicant.

WITNESSETH:

WHEREAS, Section 9-3-1 of the Nampa City Code authorizes deferral of the requirement of roadway
construction in the unimproved public right-of-way located along the easterly boundary of the property
for an unspecified period of time;

NOW, THEREFORE, it is hereby agreed as follows:

1. Applicant is the owner of the following described real property located at 904 W Greenhurst Road in
   Nampa, Canyon County, Idaho, to wit:

   EXHIBIT “A-1” (Legal Description attached to Warranty Deed)

2. The City agrees to defer the requirement of curb, gutter, sidewalk, and certain street construction (the
   “Improvements”) within the adjacent unimproved public right-of-way to the following limitations and
   restrictions:

   A. The Nampa City Engineer approves the deferral.

   B. No temporary or permanent structure or landscaping will be added along the street frontage area
      which shall impede the construction of the future curb, gutter and/or sidewalk, and/or certain
      street improvements.

3. Upon future notification, the City shall require construction of the Improvements as stipulated in
   Section 9-1-8 of the Nampa City Code; or upon the formation of a future Local Improvement District
   (LID).

   A. If an LID is formed, it shall offer the option of making payments for the Improvements over a
      period of years as provided by said LID and in accordance with Idaho Code.

4. This Agreement shall be considered a petition by the owner/developer and by his heirs, assigns and
   successors in interest, pursuant to Idaho Code § 50-1706, for the formation of a Local Improvement
   District, which boundaries shall be and include the real property described in Exhibit “A-1” and
   which petition shall be for the construction of the Improvements set forth herein, all in accordance
   with the terms and conditions of Chapter 17, Title 50 of the Idaho Code, or any subsequent
   recodification and/or amendments to said local improvement district law.

5. The terms and conditions of this Agreement shall be deemed to be a covenant running with the land,
   appertaining to and binding upon the real property herein described and binding upon the parties
   hereto.

6. The provisions and stipulations of this Agreement shall inure to and bind the heirs, executors and
   administrators, assigns and successors in the interest of the parties hereto.
EXHIBIT “C”

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

PROPERTY OWNER(S):

Blake Wolf, Owner
Wolf Building Company, LLC

CITY OF NAMPA:

Tom Points, P. E.
Public Works Director
STATE OF IDAHO  )  
COUNTY OF CANYON  )  ss.

On this _____ day of ______________, 2019, before me, the undersigned, a Notary Public, in and for said State, personally appeared, **Blake Wolf** known to me to be the person whose name is subscribed.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

_________________________
Notary Public for Idaho
Commission expires:

SEAL

STATE OF IDAHO  )  
COUNTY OF CANYON  )  ss.

On this _____ day of ______________, 2019, before me, the undersigned, a Notary Public, in and for said State, personally appeared **Tom Points, P. E.**, known to me to be the person whose name is subscribed.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

_________________________
Notary Public for Idaho
Commission expires:

SEAL
Building Department has no conditions for the lot split, rezone and annexation of this property.

Good Afternoon Everyone! 😊

Re: Annexation at 842 W. Greenhurst Rd - ANN-00134-2019

David DeMayola has requested Annexation and Zoning to RS6 (Single Family Residential – 6,000 sq. ft.) at 842 W. Greenhurst Rd. for a lot split (A portion of Lots 14 & 15 of Home Acres Subdivision No. 6 lying in a portion of the SW ¼ SW ¾ of Section 33, T3N, R2W, BM Canyon County).

The Annexation application will go before the Planning & Zoning Commission as a public hearing item on the November 26, 2019 agenda.

Please find attached the ANN-00134-2019 file for your review and send all comments prior to November 08, 2019.

Thank you & Have a great day!
I will be out of the office until Monday November 4th.

If you need immediate assistance please contact Darrin Johnson, Director of Nampa Parks and Recreation, at 468-5858 or johnsond@cityofnampa.us.

I will reply to email upon my return.

Thanks,
Cody Swander

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.
ANN-00134-2019
No code violations at this time.

ANN-00134-2019
No code violations at this time.

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Hi Shellie,

Nampa Highway District #1 has no comment.

Thank you,

Eddy

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Good Afternoon Everyone! 😊

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