

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO DETERMINING THAT CERTAIN LANDS COMMONLY KNOWN AS 2925 E GREENHURST ROAD; PARCEL #R2643900000, LOCATED IN THE SE 1/4 OF SECTION 2, T2N, R2W, BM, TOTALING 0.66 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE LIMITS OF THE CITY OF NAMPA, CANYON COUNTY, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, AND BE ZONED BC (COMMUNITY BUSINESS) ON 0.66 ACRES, MORE OR LESS; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA; DETERMINING THAT SAID ANNEXATION AND ZONING HAS THE CONSENT OF LAND OWNER(S), IT IS CONTIGUOUS TO THE CITY LIMITS, AND IT IS CONSISTENT WITH THE COMPREHENSIVE PLAN; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTIES TO THE OFFICIAL ZONING MAPS OF THE CITY OF NAMPA, AND TO DESIGNATE SAID PROPERTIES AS BC (COMMUNITY BUSINESS) AS SET FORTH HEREIN ON THE OFFICIAL ZONING MAP AND OTHER AREA MAPS OF THE CITY; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR RECORDATION; SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT BETWEEN THE APPLICANT AND THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HERewith; AND, DIRECTING THE CITY CLERK TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215.

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

SECTION 1. The Nampa City Council, upon the recommendation of the Nampa Planning & Zoning Commission and in compliance with the public notice and hearing processes required by Idaho Code Chapter 65, Title 67, and Nampa City Code § 10-03-08 and Chapter 2, Title 10, approved the annexation and zoning application in Case No. ZMA-00195-2024 at a public hearing held on March 3, 2025.

SECTION 2. It is hereby determined to be in the best interests of the public, and consistent with the Nampa Comprehensive Plan, that the following described properties, which is contiguous to the City of Nampa, Canyon County, Idaho, commonly known as 2925 Greenhurst Road, Parcel #R2643900000 located in the se 1/4 of Section 2, T2N, R2W, BM totaling 0.66 acres, more or less, should be annexed into the City of Nampa and be zoned BC (Community Business) on 0.66 acres, more or less, to wit:

See Exhibit "A" attached hereto and made a part hereof by this reference.

Said properties is also visually depicted in the drawing marked as **Exhibit "B"** attached hereto and made a part hereof by this reference.

SECTION 3. That the above-described properties is hereby annexed into the corporate limits of the City of Nampa and zoned BC (Community Business) as provided for herein. Said

annexation is subject to the conditions contained in **Exhibit “C”** attached hereto and incorporated by reference herein.

SECTION 4. 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 the Planning & Zoning Director of the City of Nampa, Idaho, are hereby instructed to so designate the same above-described properties on the official zoning map and other area maps of the City of Nampa, Idaho, as lying within the city limits and zoned BC (Community Business) as provided for herein.

SECTION 5. This ordinance shall be in full force and effect from and after its passage, approval, publication, and recordation according to law. The aforementioned annexation and zoning is subject to the conditions of approval and the development agreement adopted by the City Council in its decision. The development agreement is hereby approved – see Exhibit “C” attached hereto and made a part hereof by reference.

SECTION 6. 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 7. All ordinances, rules and regulations, and parts thereof, in conflict herewith are repealed.

SECTION 8. The Clerk of the City of Nampa, Idaho shall, within 30 days following the effective date of this ordinance, duly file a certified copy of this ordinance and a map prepared in a draftsman-like manner plainly and clearly designating the boundaries of the City of Nampa, including the land herein annexed, with the following officials of the County of Canyon, State of Idaho, to-wit: the Recorder, Auditor, Treasurer and Assessor and shall file simultaneously a certified copy of this ordinance with the State Tax Commission of the State of Idaho, all in compliance with Idaho Code 63-215.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this ____ day of _____, 2025.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this ____ day of _____, 2025.

Attest:

Mayor Debbie Kling

City Clerk

EXHIBIT A - LEGAL DESCRIPTION

Please see next page



5680 E. Franklin Rd., Ste. 250
Nampa, ID 83687

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

File No. 844220 MK/EM

2024-000423
RECORDED
01/05/2024 11:22 AM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 AVEGA \$15.00
TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

WARRANTY DEED

For Value Received Holman-Pietras LLC
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

— Leonila Victorio and Miguel Victorio, wife and husband —

hereinafter referred to as Grantee, whose current address is 2925 East Greenhurst Road Nampa, ID 83686

The following described premises, to-wit:

Lot 10, Block 3, Shamrock Villa Subdivision, according to the plat thereof, filed in Book 12 of Plats at page(s) 13, records of Canyon County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that 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: 1/4/24

Holman-Pietras LLC

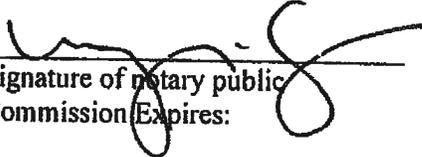
By: David L. Holman
David L. Holman, Member

Robert D. Pietras, Jr.
Robert D. Pietras, Jr., Member

State of Idaho, County of Canyon

This record was acknowledged before me on 1-5-24 by David L. Holman and Robert D. Pietras, Jr, as Members of Holman-Pietras LLC.

Signature of notary public
Commission Expires:



MEGAN KING
COMMISSION #42153
NOTARY PUBLIC
STATE OF IDAHO

Residing In: Nampa, Idaho
Commission Expires: 05/17/2028

UNOFFICIAL COPY

COPY



PIN: **26439000 0**

TAG: **002-00**

Current owner: **VICTORIO LEONILA (more)**

AIN: **N78300030100**

TIF:

Ownership type: **Community Property**

Status: **Active**

County: **14-Canyon**

Situs address: **2925 E GREENHURST RD**

Geocode:

Case:

Description: **02-2N-2W NE SHAMROCK VIL(...)**

Rev acct: **0000863604**

Pmt pln:

Class: **541 Res Impr on Cat 20**

Tax sale:

ACH pln:

Roll type: **Real Property**

Tax Year ▼

Parcel Area		
Type	Amount	Unit of Measure
Recorded	0.6600	Acres

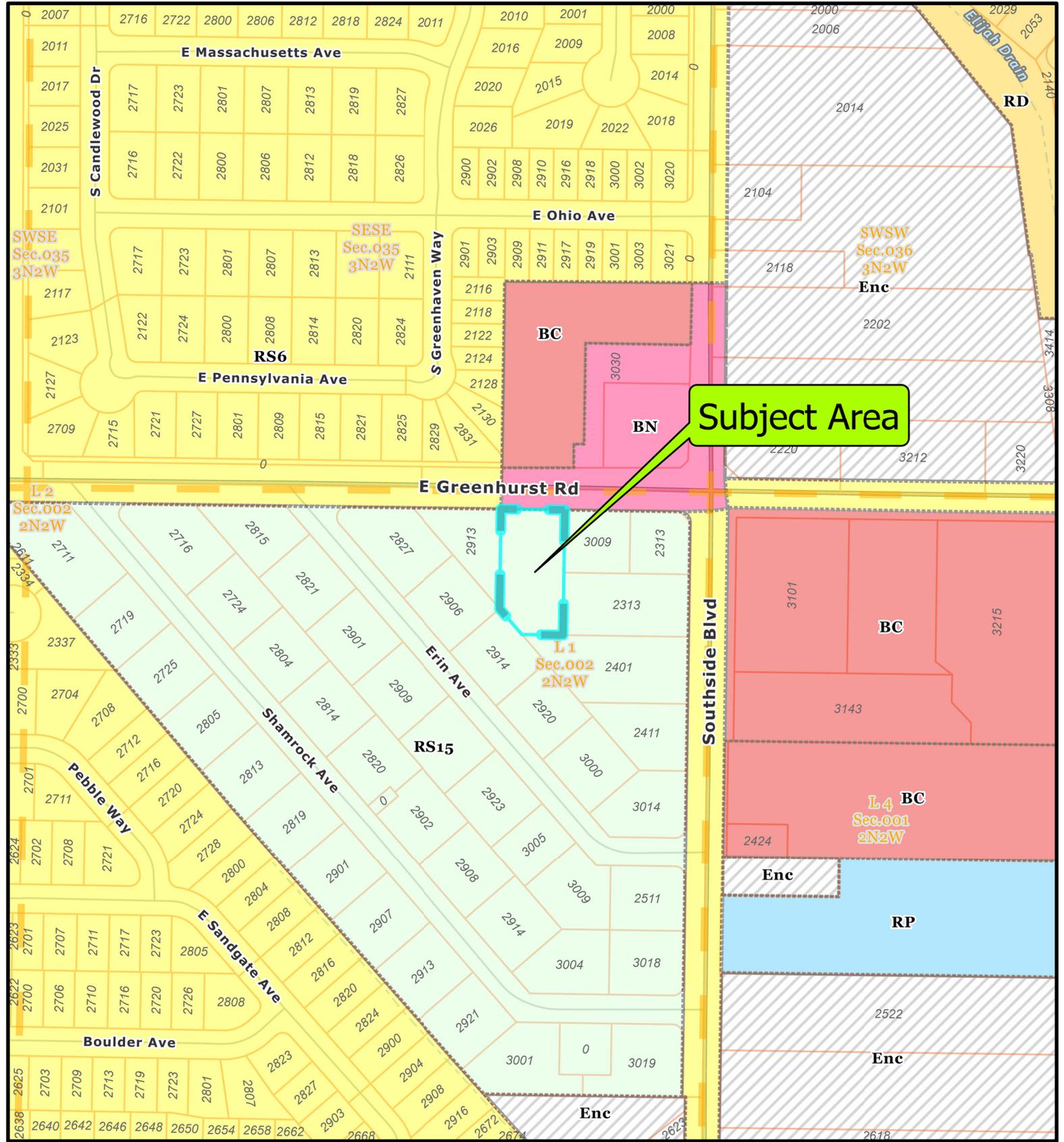
Type ▼

Description	S T R
Metes and Bounds:	02-2N-2W NE SHAMROCK VILLA SUB LOT 10 BLK 3

SEP

EXHIBIT B – EXHIBIT MAP

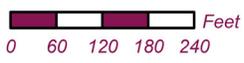
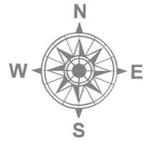
Please see next page



2925 E Greenhurst Rd
Rezone from RS15 (Single Family Residential)
to BC (Community Business)

Rezone RS15 to BC

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



Subject Area	GB1	RML
County Parcels	GB2	RP
PLSS	GBE	RS4
Zoning	HC	RS6
AG	IH	RS7
BC	IL	RS8.5
BF	IL_RS	RS12
BN	IP	RS15
DB	IP_RS	RS18
DV	RA	RS22
Enc	RD	U
	RMH	Unzoned

NAMPA Proud

ZMA-00195-2024

3/21/2025

For illustrative purposes only.

EXHIBIT C – DEVELOPMENT AGREEMENT

Please see next page

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”), is made and entered into this ____ day of _____, 2025 (the “**Effective Date**”), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the “**City**,” and _____, hereinafter referred to as “**Owner/Developer**.”

RECITALS

- A. Owner/Developer is the owner of approximately 0.66 acres of real property legally described in **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”).
- B. Owner/Developer applied to City on 9/20/24 (the “**date of application**”) for rezone of the Property from RS15 (Single-Family Residential) to BC (Community Business) in anticipation of the eventual use of the Property for commercial purposes including a tax preparation office use (the “**Project**”). The Site Plan approved by the City and which is to be substantially complied with by the Parties is attached hereto as **Exhibit “B”** and made part hereof.
- C. City, pursuant to Section 10-2-3(c), Nampa City Code, and Idaho Code Section 67-65119(a), has the authority to rezone the Property and enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.
- D. City’s Planning and Zoning Commission and City’s City Council have held public hearings as prescribed by law with respect to the annexation, zoning and development of the Property and this Agreement. City has approved the requested rezone of the Property from RS15 (Single-Family Residential) to BC (Community Business) subject to the terms and commitments contained in this Agreement.

AGREEMENT

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

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties’ commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation.
2. 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 provisions and stipulations of this Agreement shall be binding on City, Owner/Developer, each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in the conditions of approval attached hereto as **Exhibit "C"**, and by this reference incorporated herein.

4. Other than as specifically provided herein, this Agreement may be modified only by the written agreement of Owner/Developer and the City after complying with the notice and hearing procedures required under Idaho Code Section 67-6511A or Nampa City Code Section 10-2-5 (D) or successor provisions.

5. The execution of this Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of Owner/Developer to comply with the terms and conditions of this Agreement. Provided, however, that no such consent shall be deemed to have been given unless City provides written notice of any such failure and Owner/Developer or its successors and/or assigns fails to cure such failure as set forth below.

6. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is file. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this agreement or the annexation pursuant thereto.

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

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

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

10. 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.

11. 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.

12. If the Property subject to this Development Agreement consists of multiple parcels or is subsequently divided and any parcel(s) which are a portion of the original subject property are sold to different parties then this Development Agreement may be modified in whole or in part or terminated as to a specific parcel or parcels upon compliance with the notice and public hearing requirements specified in this Development Agreement, applicable city ordinance and state code without the requirement that the owner(s) of any of the other parcels which were part of the original Property agree to or be party to such amendment or termination of this Development Agreement.

13. In the event Owner/Developer, its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fails to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner/Developer or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

a. A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by Owner/Developer of any default by City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of Owner/Developer or apply to any subsequent breach of any such or other covenants and conditions.

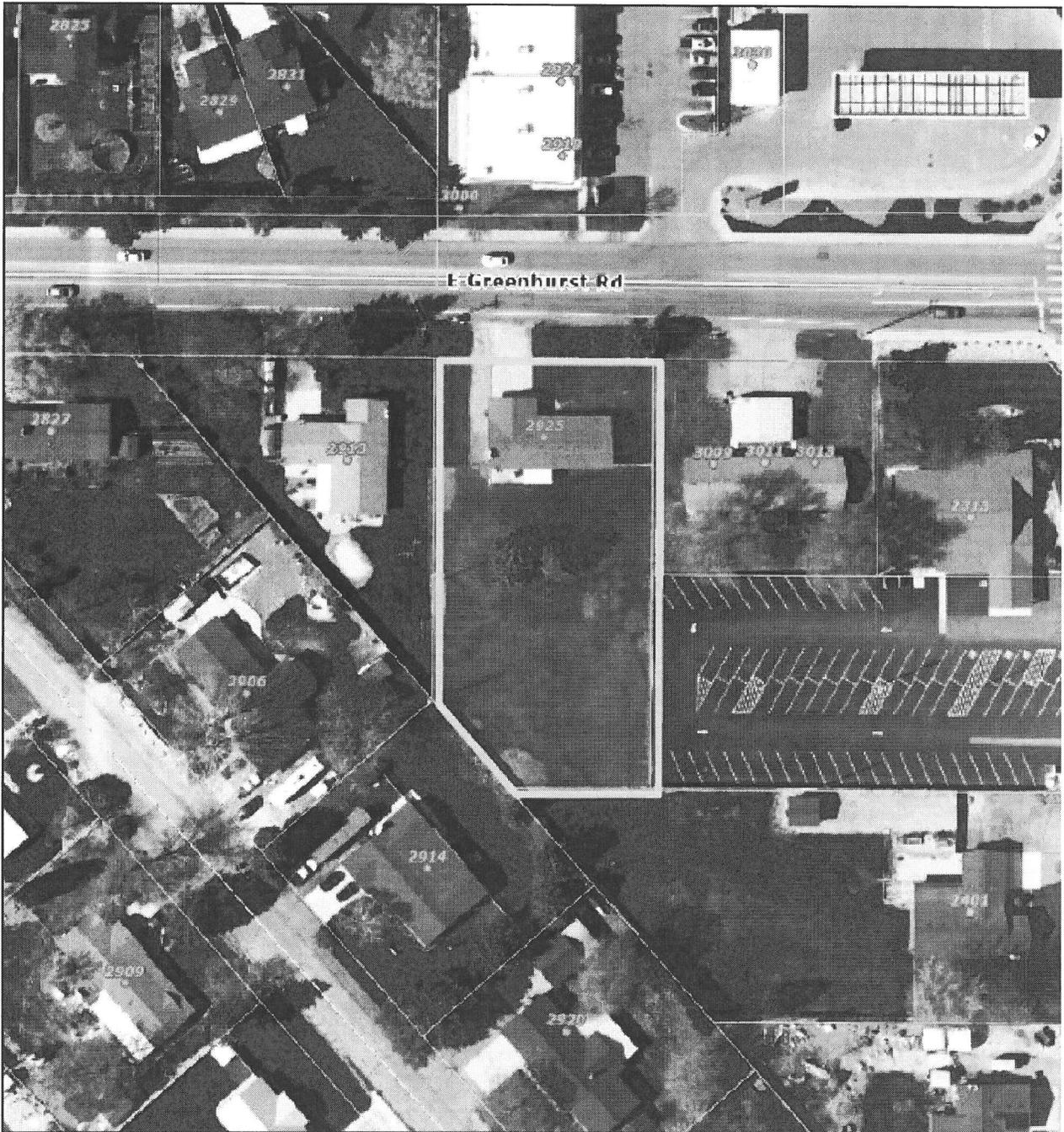
b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner/Developer shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting party's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner/Developer for the portion of the Property still owned by Owner/Developer. A default by a subsequent owner or successor to the Owner/Developer will be considered to be applicable to the defaulting subsequent owner or successor and their property and not a default by other subsequent owners and successors that are not in default of this Agreement.

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

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "B"

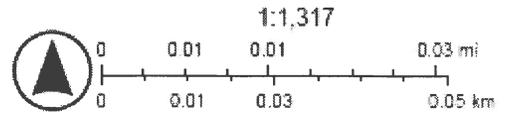


11/19/2024, 4:56:14 PM

Address Points

⊙ Active

▭ Canyon County Parcels



Nampa GIS, GeoTerra, Inc.

EXHIBIT "C"

CONDITIONS OF APPROVAL

1. Applicant/Owner shall comply with all City Codes, Policies, and Standards in place at the time of property development/redevelopment.
2. Any onsite wells or septic systems shall be abandoned and/or removed in accordance with Local and State regulations at the time of property development/redevelopment and/or prior to connection to City services.
3. Existing commercial buildings with a change of use from Single family residential to (B) Business Occupancy are required to apply for a commercial tenant improvement permit for the occupancy classification change and interior remodeling.
4. All commercial remodels are required to obtain a building permit with associated sub-permits for each building or structure prior to starting construction.
5. Drawings are required to be designed and stamped by Idaho licensed design professionals.
6. Occupancy of the building is not allowed until the permit has been issued and all work has been completed and passed required inspections.
 - At remodel project completion, a new certificate of occupancy will be issued for the new owner and tenant.
7. Weeds and debris shall be handled according to city policy prior to a certificate of occupancy being approved for the project.
8. Applicant shall apply for a Tenant Improvement permit and certificate of occupancy through the building department which will include a fire plan review and fire inspection.
9. Land uses permitted in the BC (Community Business) zoning district, but not permitted in the BN (Neighborhood Business) zoning district, shall not be permitted on the property. These uses that will not be permitted on the property are:
 - a) Alcohol Sales Establishment, Primary Use
 - b) Ambulance service
 - c) Animal shelter
 - d) Appliance repair
 - e) Auction sales (no livestock in BC)
 - f) Automobile body, paint shop
 - g) Automobile or truck sales, new
 - h) Automobile or truck sales, used
 - i) Automobile parts and accessories
 - j) Blood bank
 - k) Carnivals, circuses, amusement parks (over 2 weeks long)
 - l) Construction, showroom
 - m) Crematorium
 - n) Dwelling, multiple-family - 4+ stories
 - o) Electrical and electronic supply
 - p) Equipment rental
 - q) Farmer's Market
 - r) Freight transfer point
 - s) Fuel sales or service station
 - t) Furniture refinishing
 - u) Go-cart track
 - v) Golf course and country club
 - w) Golf driving range
 - x) Greenhouse
 - y) Hookah lounge/bar
 - z) Homeless Shelter

- aa) Horticultural services
- bb) Hotel/Motel
- cc) Kennel, commercial
- dd) Laboratory
- ee) Laundry, commercial plant
- ff) Liquor store, package
- gg) Lockers, cold storage, retail use only
- hh) Lumberyard, retail
- ii) Machine shop
- jj) Manufacture, assembly or packaging of products from previously prepared materials
- kk) Mobile home, manufactured home and RV sales
- ll) Monument works, stone
- mm) Mortuary and funeral
- nn) Newspaper printing
- oo) Nursing home, assisted living center/home, retirement home, convalescent, geriatrics, Alzheimer's care, hospice, group care home (9+ beds)
- pp) Petroleum storage
- qq) Plant nurseries
- rr) Printing and publishing
- ss) Prison, jail, etc.
- tt) Racetrack or drag strip
- uu) Recreational, entertainment, and amusement establishments, indoor (greater than 4,000 square feet)
- vv) Recreational, entertainment, and amusement establishments, outdoor
- ww) Restaurant (with drive-in, drive-through or walk-up)
- xx) Riding stable, commercial
- yy) School, academic/vocational, for profit (subject to chapter 1 of this title)
- zz) School, public/nonprofit (subject to chapter 1 of this title)
- aaa) Sports arena
- bbb) Storage (including for RVs) space (used exclusively inside an approved subdivision or PUD for residents therein as an amenity, not open to the general public for business, and not held/operated as a private business enterprise by a developer or other party)
- ccc) Swap meet facility/yard (including parking lot areas no longer in regular use as such)
- ddd) Taxidermy
- eee) Telephone/telegraph center or station/call center
- fff) Tobacco shop
- ggg) Transition home (as defined by chapter 1 of this title)
- hhh) Truck, taxicab, and bus parking lot
- iii) Upholstery, automobile and furniture
- jjj) Vape shop
- kkk) Welfare and charitable distribution
- lll) Zoo