

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO DETERMINING THAT CERTAIN LANDS COMMONLY KNOWN 0,0,0,0 CHERRY LANE AND 0 MIDDLETON ROAD; PARCELS #R3087400000,R3087601000,R3087301100,R3087301000, R3087300000, LOCATED IN THE SE 1/4 OF SECTION 5, T3N, R2W, BM, TOTALING 134.574 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 RS4 (SINGLE-FAMILY RESIDENTIAL) ON 85.54 ACRES, MORE OR LESS, AND RMH (MULTIPLE FAMILY RESIDENTIAL) ON 20.7 ACRES, MORE OR LESS, AND IL (LIGHT INDUSTRIAL) ON 16.46 ACRES, MORE OR LESS, AND BC (COMMUNITY BUSINESS) ON 11.85 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 RS4 (SINGLE-FAMILY RESIDENTIAL) AND RMH (MULTIPLE FAMILY RESIDENTIAL AND IL (LIGHT INDUSTRIAL) AND 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. ANN-00306-2024 at a public hearing held on March 17, 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 0,0,0,0 Cherry Lane & 0 Middleton Road; Parcels #R3087400000, R3087601000, R3087301100, R30873010000 and R3087300000, Located in the SE 1/4 of Section 5, T3N, R2W, BM totaling 134.574 acres, more or less, should be annexed into the City of Nampa and be zoned RS4 (Single Family Residential) on 85.54 acres, more or less, and RMH (Multi Family Residential) on 20.7 acres, more or less, IL (Light

Industrial) on 16.46 acres, more or less, and BC (Community Business) on 11.85 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 are hereby annexed into the corporate limits of the City of Nampa and zoned RS4 (Single Family Residential), RMH (Multi Family Residential, IL (Light Industrial), BC (Community Business) as provided for herein. Said annexation is subject to the conditions of approval contained in the development agreement, attached hereto as **Exhibit “C”** 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 RS4 (Single Family Residential), RMH (Multi Family Residential, IL (Light Industrial), 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 are 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 DESCRIPTIONS**

**EAST RANCH PHASE 1  
BOUNDARY  
LEGAL DESCRIPTION**

A parcel of land located in the southwest 1/4 of Section 5, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

**BEGINNING** at an aluminum cap marking the South 1/4 corner of said Section 5, from which the southeast corner of said Section 5 lies S89°28'00"E 2648.95 feet along the southerly section line of said Section 5;

Thence S89°28'00"E 519.95 feet along the south section line of said Section 5;

Thence N00°30'13"E 499.25 feet along the westerly line of Driftwood Subdivision as recorded in Plat Book 12 Page 11 of Records in Canyon County, to the northwest corner of said Driftwood Subdivision;

Thence along the centerline of Solomon Drain, and the westerly boundary of Stiehl Subdivision Phases 1 through 3, the following six (6) courses:

- 1) N60°36'52"W 120.42 feet;
- 2) N51°44'45"W 82.94 feet;
- 3) N44°05'52"W 76.42 feet;
- 4) N35°53'54"W 1059.95 feet;
- 5) N30°28'36"W 88.06 feet;
- 6) N23°13'50"W 1151.29 feet to a point on the centerline of Laster Lane, also being the Latitudinal Centerline of said Section 5;

Thence N89°36'19"W 1806.68 feet along said centerline to an aluminum cap marking the northwest corner of said Section 5;

Thence S00°28'36"W 634.80 feet along the West line of said Section 5;

Thence S89°31'24"E 275.44 feet along the North line of the parcel described in Quitclaim Deed No. 9947938 as recorded in Canyon County;

Thence S00°28'36"W 165.00 feet along the east line of the aforementioned parcel;

Thence N89°31'24"W 275.44 feet along the south line said parcel, returning to the West line of said Section 5;

Thence S00°28'36"W 180.98 feet along said West line;

Thence S89°26'09"E 29.96 feet to the easterly right-of-way of Middleton Road;



Thence S06°10'21"E 347.18 feet along said right-of-way to a point, also being the northeasterly right-of-way of Cherry Lane;

Thence along said right-of-way the following six (6) courses:

- 1) S89°24'54"E 9.99 feet to a non-tangent curve to the right;
- 2) Along said curve an arc-length of 281.84 feet (RADIUS=125.00'; DELTA=129°11'01'; CHORD=S19°40'59"E 225.82');
- 3) S25°32'30"W 84.73 feet to a non-tangent curve left;
- 4) Along said curve an arc-length of 62.50 feet (RADIUS=80.00'; DELTA=44°45'32"; CHORD=S24°29'41"E 60.92');
- 5) S46°59'56"E 1294.15 feet to a curve left;
- 6) Along said curve an arc-length of 208.53 feet (RADIUS=280.00'; DELTA=42°40'14"; CHORD=S68°20'03"E 203.74');

Thence S00°12'33"E 29.28 feet to the centerline of Cherry Lane, also being the South line of said Section 5;

Thence S89°43'06"E 1356.03 feet along said South line to the **POINT OF BEGINNING**.

Said parcel contains 134.574 acres, more or less.



April 25, 2024

Project : ID-8316-23

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**EXHIBIT A  
EAST RANCH  
PHASE 1 AND PHASE 2 COMBINED  
LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SW 1/4 AND SE 1/4 OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

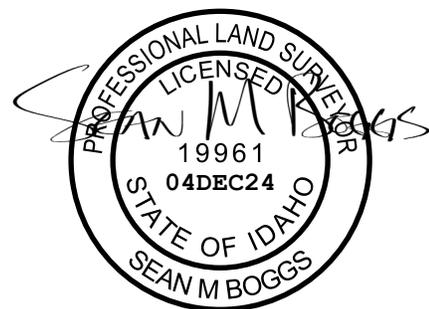
**COMMENCING** AT AN ALUMINUM CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 5, FROM WHICH THE SOUTH 1/4 CORNER OF SAID SECTION 5 BEARS S.89°43'06"E, 2647.93 FEET, THENCE S.89°43'06"E., ALONG THE SOUTH LINE OF SAID SECTION 5, 2417.55 FEET TO A POINT, SAID POINT BEING **THE POINT OF BEGINNING**:

- 1) THENCE ALONG THE ARC OF A CURVE TO THE LEFT 110.71 FEET, SAID CURVE HAVING A DELTA ANGLE OF 63°25'48", A RADIUS OF 100.00 FEET AND A LONG CHORD WHICH BEARS N.58°34'00" E. 105.14 FEET, TO A POINT;
- 2) THENCE N.26°51'06"E., 16.11 FEET TO A POINT;
- 3) THENCE N.63°05'02" W., 58.64 FEET TO A POINT;
- 4) THENCE ALONG THE ARC OF A CHORD TO THE RIGHT 239.67 FEET, SAID CURVE HAVING A DELTA ANGLE OF 13°12'15", A RADIUS OF 1040.00 FEET, AND A LONG CHORD WHICH BEARS N.53°19'44" W. 239.17 FEET TO A POINT;
- 5) THENCE N.46°43'36" W., 403.46 FEET TO A POINT;
- 6) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 1047.57 FEET, SAID CURVE HAVING A DELTA ANGLE OF 23°37'50", A RADIUS OF 2540.00 FEET, AND A LONG CHORD WHICH BEARS N.34° 54'41" W., 1040.16 FEET TO A POINT;
- 7) THENCE N.67°28'49" W., 27.98 FEET TO A POINT;
- 8) THENCE S.68°08'08" W. 266.48 FEET TO A POINT;
- 9) THENCE ALONG THE ARC OF A CURVE TO THE LEFT 70.95 FEET, SAID CURVE HAVING A DELTA ANGLE OF 21°58'27", A RADIUS OF 185.00 FEET, AND A LONG CHORD WHICH BEARS S.57°08'55" W., 70.52 FEET TO A POINT;
- 10) THENCE N.43°50'18" W., 30.00 FEET TO A POINT;
- 11) THENCE S.43°18'41"W., 375.01 FEET TO A POINT;
- 12) THENCE N.46°40'41"W., 454.60 FEET TO A POINT;
- 13) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 188.21 FEET, SAID CURVE HAVING A DELTA ANGLE OF 34°14'01", A RADIUS OF 315.00 FEET, AND A LONG CHORD WHICH BEARS S.72°30'27"W., 185.42 FEET TO A POINT;
- 14) THENCE N.89°33'10"W., 64.36 FEET TO A POINT;
- 15) THENCE ALONG THE ARC OF A CURVE TO THE LEFT 149.45 FEET, SAID CURVE HAVING A DELTA ANGLE OF 68°30'14", A RADIUS OF 125.00 FEET, AND A LONG CHORD WHICH BEARS



- N.50°01'23"W., 140.71 FEET, SAID CURVE BEING THE NORTHERLY RIGHT OF WAY OF CHERRY LANE AS SHOWN ON RECORD OF SURVEY NUMBER 2021-053213, TO A POINT;
- 16) THENCE N.89°24'54"W., 9.99 FEET TO A POINT;
  - 17) THENCE N.06°10'21"W., ALONG THE EASTERLY RIGHT OF WAY OF MIDDLETON ROAD, 347.18 FEET TO A POINT;
  - 18) THENCE N.89°26'09"W., 29.96 FEET TO A POINT;
  - 19) THENCE N.00°28'36"E., ALONG THE WEST LINE OF SAID SECTION 5, 180.98 FEET TO A POINT;
  - 20) THENCE S.89°31'24"E., ALONG THE SOUTH LINE OF THE PARCEL DESCRIBED AS THE SECOND EXCEPTION OF PARCEL #4 IN WARRANTY DEED #9229558 RECORDS CANYON COUNTY, 275.44 FEET TO A POINT;
  - 21) THENCE N.00°28'36"E., ALONG THE EAST LINE OF THE AFOREMENTIONED PARCEL DESCRIBED BY THE AFOREMENTIONED WARRANTY DEED, 165.00 FEET TO A POINT;
  - 22) THENCE N.89°31'24"W., ALONG THE NORTH LINE OF THE AFOREMENTIONED PARCEL DESCRIBED BY THE AFOREMENTIONED WARRANTY DEED, 275.44 FEET TO A POINT;
  - 23) THENCE N.00°28'36"E., ALONG THE WEST LINE OF SAID SECTION 5, 634.80 FEET TO A POINT;
  - 24) THENCE S.89°36'19" E., ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION 5, 1806.68 FEET TO A POINT;
  - 25) THENCE S.23°13'50" E., ALONG THE WEST LINE OF LOT 1 BLOCK 2 OF STIEHL SUBDIVISION PHASE 1, AS RECORDED AT BOOK 40 PAGE 47 CANYON COUNTY RECORDS, 1151.29 FEET TO A POINT;
  - 26) THENCE S.30°28'36" E., CONTINUING ALONG THE SAID WEST LINE OF LOT 1 BLOCK 2 OF STIEHL SUBDIVISION PHASE 1, 88.06 FEET TO A POINT;
  - 27) THENCE S.35°59'13" E., CONTINUING ALONG THE SAID WEST LINE OF LOT 1 BLOCK 2 OF STIEHL SUBDIVISION PHASE 1, 657.75 FEET TO A POINT;
  - 28) THENCE S.34°58'03" E., CONTINUING ALONG THE SAID WEST LINE OF LOT 1 BLOCK 2 OF STIEHL SUBDIVISION PHASE 1, 62.73 FEET TO A POINT;
  - 29) THENCE S.54°06'06" W., 55.00 FEET TO A POINT;
  - 30) THENCE S.43°16'11" W., 700.69 FEET TO A POINT;
  - 31) THENCE S.46°43'36" E., 137.57 FEET TO A POINT;
  - 32) THENCE ALONG THE ARC OF A CURVE TO THE LEFT 716.11 FEET, SAID CURVE HAVING A DELTA ANGLE OF 42°44'24", A RADIUS OF 960.00 FEET, AND A LONG CHORD WHICH BEARS S.68°05'48" E., 699.63 FEET TO A POINT;
  - 33) THENCE S.89°28'00" E., 193.81 FEET TO A POINT;
  - 34) THENCE S.00°30'13" W., 40.00 FEET TO A POINT;
  - 35) THENCE N.89°28'00" W., ALONG THE SOUTH LINE OF SAID SECTION 5, 519.95 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5;
  - 36) THENCE N.89°43'06" W., CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 5, 230.37 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 85.54 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS OF RECORD OR IMPLIED.



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**EXHIBIT A  
EAST RANCH  
PHASE 3  
LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT AN ALUMINUM CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 5, FROM WHICH THE SOUTH 1/4 CORNER OF SAID SECTION 5 BEARS S.89°43'06"E, 2647.93 FEET, THENCE S.89°43'06"E. ALONG THE SOUTH LINE OF SAID SECTION 5, 1787.72 FEET TO A POINT, SAID POINT BEING **THE POINT OF BEGINNING:**

- 1) THENCE N.00°16'54"E; 28.00 FEET TO A POINT;
- 2) THENCE N.46°40'41" W., 1397.77 TO A POINT;
- 3) THENCE N.43°18'41" E., 375.01 FEET TO A POINT;
- 4) THENCE S.43°50'18" E., 30.00 FEET, TO THE POINT OF A CURVE TO THE RIGHT;
- 5) THENCE ALONG THE ARC OF SAID CURVE 70.95 FEET, A DELTA ANGLE OF 21°58'27", A RADIUS OF 185.00 FEET, AND A LONG CHORD WHICH BEARS N.57°08'55" E., 70.52 FEET TO A POINT;
- 6) THENCE N.68°08'08" E., 266.48 FEET TO A POINT;
- 7) THENCE S.67°28'49" E., 27.98 FEET, TO A POINT OF A CURVE TO THE LEFT;
- 8) THENCE ALONG THE ARC OF SAID CURVE 1047.57 FEET, A DELTA ANGLE OF 23°37'50", A RADIUS OF 2540.00 FEET, AND A LONG CHORD WHICH BEARS S.34°54'41" E., 1040.16 FEET TO A POINT;
- 9) THENCE S.46°43'36" E., 403.46 FEET, TO A POINT OF CURVE TO THE LEFT
- 10) THENCE ALONG THE ARC OF SAID CURVE 239.67 FEET, A DELTA ANGLE OF 13°12'15", A RADIUS OF 1040.00 FEET, AND A LONG CHORD WHICH BEARS S.53°19'44" E., 239.14 FEET TO A POINT;
- 11) THENCE S.63°05'02" E., 58.64 FEET TO A POINT;
- 12) THENCE S.26°51'06" W., 16.11 FEET, TO A POINT OF A CURVE TO THE RIGHT;
- 13) THENCE ALONG THE ARC OF SAID CURVE 110.71 FEET, A DELTA ANGLE OF 63°25'48", A RADIUS OF 100.00 FEET, AND A LONG CHORD WHICH BEARS S.58°34'00" W., 105.14 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID SECTION 5;
- 14) THENCE ON SAID SOUTHERLY BOUNDARY LINE N.89°43'06" W., 629.83 FEET TO **THE POINT OF BEGINNING.**

SAID PARCEL CONTAINS 20.70 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS OF RECORD OR IMPLIED.

June 25, 2024  
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**EXHIBIT A  
EAST RANCH  
PHASE 4  
LEGAL DESCRIPTION**

A parcel of land located in the southwest quarter of Section 5, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

**COMMENCING** at an aluminum cap marking the southwest corner of said Section 5, from which the south quarter corner of said Section 5 bears S89°43'06"E 2647.93 feet, thence S89°43'06"E 1291.90 feet along the South line of said Section 5 to the **POINT OF BEGINNING**;

Thence N00°12'33"W 29.28 feet to a non-tangent curve to the right;

Thence along said non-tangent curve an arc length of 208.53 feet (RADIUS=280.00' DELTA=42°40'14" CHORD=N68°20'03"W 203.74');

Thence N46°59'56"W 1293.80 feet to a non-tangent curve to the right;

Thence along said non-tangent curve an arc length of 62.84 feet (RADIUS=80.00' DELTA=45°00'30" CHORD=N24°37'10"W 61.24');

Thence N25°32'30"E 84.73 feet to a non-tangent curve to the left;

Thence along said non-tangent curve an arc length of 132.38 feet (RADIUS=125.00' DELTA=60°40'48" CHORD=N14°34'07"E 126.28');

Thence S89°33'10"E 64.36 feet to a non-tangent curve to the left;

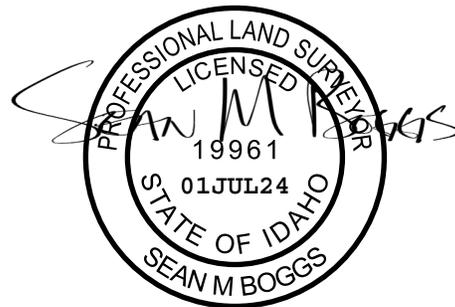
Thence along said non-tangent curve an arc length of 188.21 feet (RADIUS=315.00' DELTA=34°14'01" CHORD=N72°30'27"E 185.42');

Thence S46°40'41"E 1852.37 feet;

Thence S00°16'54"W 28.00 feet to a point on the South line of said Section 5;

Thence N89°43'06"W 495.82 feet along said South line to the **POINT OF BEGINNING**.

Said parcel contains 16.469 acres, more or less, and is subject to all rights of way and easements of record or implied.



July 3, 2024

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**EXHIBIT A  
EAST RANCH  
PHASE 5  
LEGAL DESCRIPTION**

A parcel of land located in the southwest quarter and southeast quarter of Section 5, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

**COMMENCING** at an aluminum cap marking the South quarter corner of said Section 5, from which the southeast corner of said Section 5 bears S89°28'00"E 2648.95 feet, thence S89°28'00"E 519.95 feet along the South line of said Section 5 to the southwest corner of Driftwood Subdivision; thence along the West line of said subdivision N00°30'13"E 252.00 feet to the **POINT OF BEGINNING**;

Thence N89°28'00"W 193.70 feet to a non-tangent curve to the right;

Thence along said non-tangent curve an arc length of 318.02 feet (RADIUS=744.33' DELTA=24°28'49" CHORD=N77°17'15"W 315.61');

Thence N32°34'36"E 174.90 feet;

Thence N46°43'49"W 341.01 feet;

Thence N43°16'11"E 278.69 feet;

Thence N54°06'06"E 55.00 feet to the centerline of Soloman Drain;

Thence S35°53'54"E 339.47 feet;

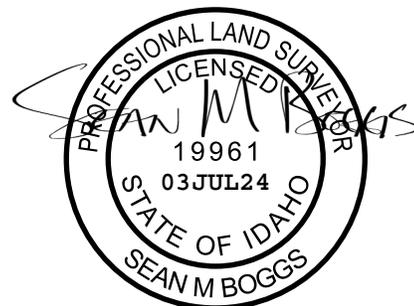
Thence S44°05'52"E 76.42 feet;

Thence S51°44'45"E 82.94 feet;

Thence S60°36'52"E 120.42 feet to the West line of Driftwood Subdivision;

Thence S00°30'13"W 247.25 feet along said West line to the **POINT OF BEGINNING**.

Said parcel contains 5.477 acres, more or less, and is subject to all rights of way and easements of record or implied.



June 18, 2024  
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**EXHIBIT A  
EAST RANCH  
PHASE 6  
LEGAL DESCRIPTION**

A parcel of land located in the southwest quarter and southeast quarter of Section 5, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

**COMMENCING** at an aluminum cap marking the South quarter corner of said Section 5, from which the southeast corner of said Section 5 bears S89°28'00"E 2648.95 feet, thence S89°28'00"E 519.95 feet along the South line of said Section 5 to the southwest corner of Driftwood Subdivision; thence along the West line of said subdivision N00°30'13"E 40.00 feet to the **POINT OF BEGINNING**;

Thence N89°28'00"W 193.81 feet parallel to the South line of said Section 5 to non-tangent curve to the right;

Thence along said non-tangent curve an arc length of 716.11 feet (RADIUS=960.00' DELTA=42°44'24" CHORD=N68°05'48"W 699.63');

Thence N46°43'36"W 137.57 feet;

Thence N43°16'11"E 422.00 feet;

Thence S46°43'49"E 341.01 feet;

Thence S32°34'36"W 174.90 feet to a non-tangent curve left;

Thence along said non-tangent curve an arc length of 318.02 feet (RADIUS=744.33' DELTA=24°28'49" CHORD=S77°17'15"E 315.61');

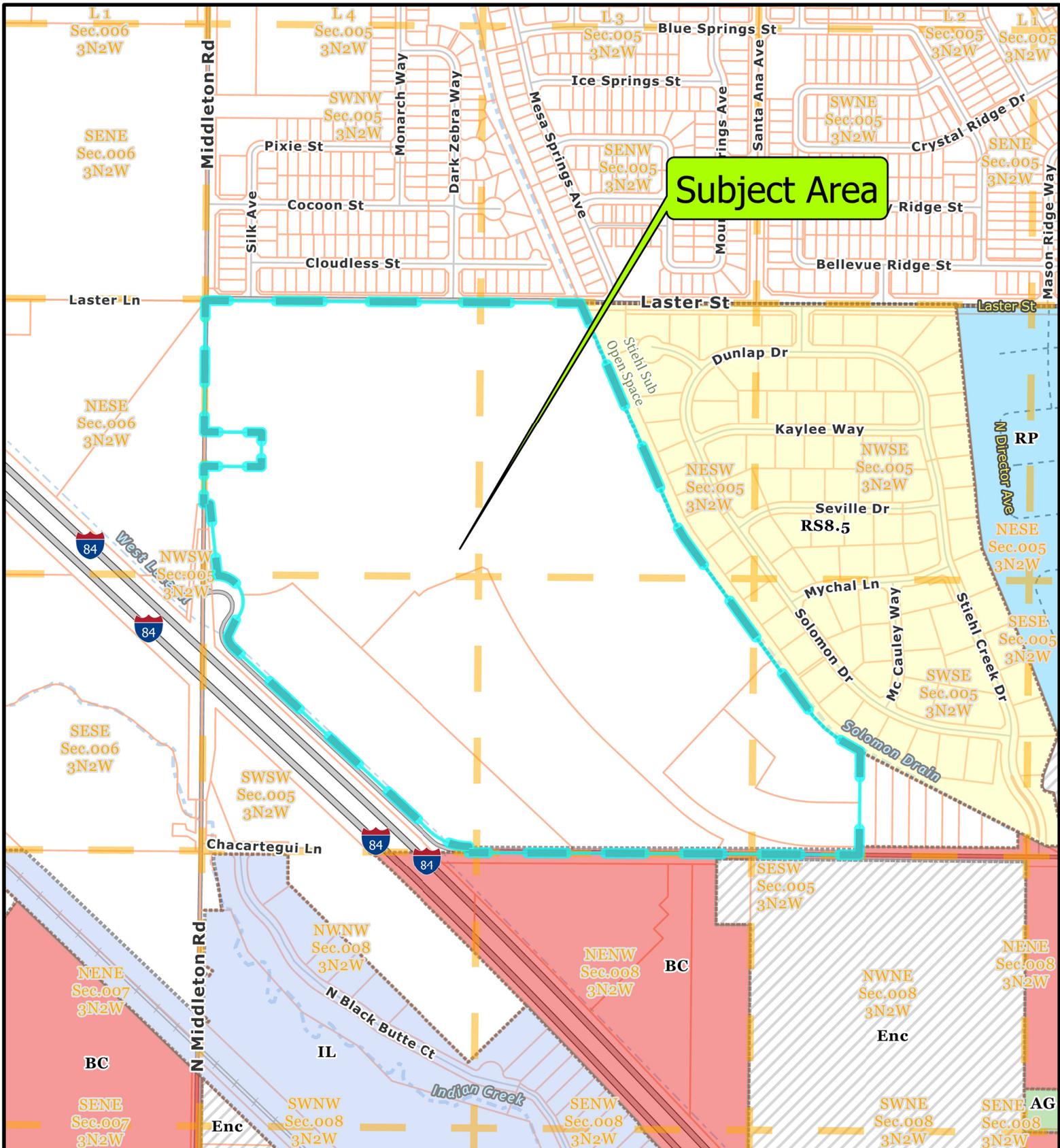
Thence S89°28'00"E 193.70 feet to the West line of Driftwood Subdivision;

Thence S00°30'13"W 212.00 feet along said West line to the **POINT OF BEGINNING**.

Said parcel contains 6.381 acres, more or less, and is subject to all rights of way and easements of record or implied.



**EXHIBIT B – EXHIBIT / MAP**



**0,0,0,0 Cherry Ln & 0 Middleton Rd  
Annexation and Zoning to  
RS4 (Single Family Residential),  
RMH (Multi-Family Residential),  
IL (Light Industrial) &  
BC (Community Business)**

Visit Planning & Zoning  
at [cityofnampa.us](http://cityofnampa.us)  
for more info.

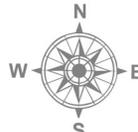


**NAMPA**Proud

ANN-00306-2024

3/26/2025

For illustrative purposes only.



0 160 320 480 640 Feet

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

**EXHIBIT C – DEVELOPMENT AGREEMENT**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Nampa Planning and Zoning Department  
500 12th Avenue South  
Nampa, ID 83651

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(Space Above for Recorder's Use)

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), is made and entered into as of the “**Effective Date**”(defined below), by and between the City of Nampa, a municipal corporation of the State of Idaho, hereinafter referred to as the “**City**”, and Nampa 137, LLC an Idaho limited liability company, hereinafter referred to as “**Owner**”. City and Owner may be referred to individually as a “**Party**” or collectively as the “**Parties**” as warranted under the circumstances.

### RECITALS

A. Owner owns that certain real property located in the City of Nampa, which is approximately 134.57 acres and legally described in **Exhibit “A”**, attached hereto and incorporated herein (the “**Property**”). The Property is annexed into the City of Nampa.

B. Owner applied to City on June 6, 2024 (the “**Application Date**”) for annexation of the Property and zoning of the Property to a mix of RS4, RMH, IL, and BC zones in anticipation of the eventual use of the Property for a mixed-use project (the “**Project**”).

C. The portion of the Property to be zoned RS4 is legally described on **Exhibit “B”** and the conceptual site plan approved by the City and which is to be substantially complied with by the Parties with respect to the RS4 zoned property is attached hereto as **Exhibit “C”** and made part hereof (the “**RS4 Conceptual Site Plan**”).

D. The portion of the Property to be zoned RMH is legally described on **Exhibit “D”** and the conceptual site plan approved by the City and which is to be substantially complied with by the Parties with respect to the RMH zoned property is attached hereto as **Exhibit “E”** and made part hereof (the “**RMH Conceptual Site Plan**”).

E. The portion of the Property to be zoned IL is legally described on **Exhibit “F”** and the conceptual site plan approved by the City and which is to be substantially complied with by the Parties with respect to the IL zoned property is attached hereto as **Exhibit “G”** and made part hereof (the “**IL Conceptual Site Plan**”).

F. The portion of the Property to be zoned BC is legally described on **Exhibit “H”** and the conceptual site plan approved by the City and which is to be substantially complied with by the Parties with respect to the BC zoned property is attached hereto as **Exhibit “I”** and made part hereof (the “**BC Conceptual Site Plan**”).

G. The RS4 Conceptual Site Plan, RMH Conceptual Site Plan, IL Conceptual Site Plan, and BC Conceptual Site Plan may be collectively referred to as the “**Conceptual Site Plan**” in this Agreement.

H. The BC Conceptual Site Plan depicts an approximately 4.5-acre area of the BC zoned property to be used as self-storage. To facilitate the storage use in the location and orientation depicted on the BC Conceptual Site Plan, pursuant to Sections 10-1-16, 10-24, and 10-25, Nampa City Code, Owner applied for and City granted, a Conditional Use Permit for the storage use and a Variance to reduce the applicable setbacks as set forth in the Conditions of Approval.

I. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to rezone the Property and enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.

J. City’s Planning and Zoning Commission and City Council have held public hearings as prescribed by law with respect to the zoning and development of the Property and adoption of this Agreement. City has approved the requested annexation and zoning to RS4, RMH, IL, and BC subject to the terms and commitments contained in this Agreement.

K. On March 26, 2025 (the “**Effective Date**”), City issued a written decision approving the annexation and zoning of the Property to RS4, RMH, IL, and BC together with the approval of this Agreement, which decision sets forth specific conditions of approval that guide the development of the Property, which conditions of approval are attached hereto and incorporated herein as **Exhibit “J”** (the “**Conditions of Approval**”).

## **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 agree as follows:

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

2. The final building design and/or layout of the IL, RMH and BC zoned portions of the Project on the Property shall be in substantial conformance with the Conceptual Site Plan, provided, however, Owner shall have flexibility to develop the Property to meet market conditions or adjust to accommodate site constraints or access issues as long as such changes are not substantial as determined by the City. Additionally, Owner shall be entitled to reorient and reconfigure the location of the buildings; decrease or increase building footprints, the number of buildings, and otherwise change the building layout within the IL and RMH zones so long as the total square footage and total unit count is not increased from that shown in Table 1 below. All

development of the Property shall be in accordance with all applicable laws and regulations and shall also be consistent with the development standards set forth in this Agreement and the Conditions of Approval.

*Table 1*

<b>Units and Square Footage Maximums</b>	
Multi Family - RMH	396 Units
Industrial/Flex - IL	260,000 SF

3. Owner and the City acknowledge that the BC Conceptual Site Plan does not include a building layout for portions of the BC zoned Property. Owner's future design and layout of such BC portion of the Property shall be in accordance with all applicable laws, regulations, and the Conditions, but shall not require an amendment to this Agreement. No portion of the BC zone of the Property shall be developed or used for the uses listed on **Exhibit "K"**, attached hereto and incorporated herein.

4. Owner shall complete the construction of the re-aligned Cherry Lane in Owner's first phase. Upon completion and dedication of Cherry Lane to the City, City shall work with the Idaho Transportation Department and Nampa Highway District #1 to have the existing Cherry Lane right of way, as depicted on **Exhibit "L"**, attached hereto and incorporated herein, vacated and conveyed to the current owner of the IL Property in exchange for the land provided for the relocated roadway.

5. Changes or modifications to the Conceptual Site Plan necessitated by, or warranted due to, the topography of the Property or necessary on-site grading may be approved administratively by planning and engineering staff provided that it shall not increase the number of dwelling units approved on the RS4 Conceptual Site Plan.

6. The storage use shall be designed in substantial compliance with the BC Conceptual Site Plan. The setbacks from the storage structures to the adjacent RS zoning districts may be reduced to twenty-five feet (25') on the northwestern boundary of the BC zoned area and sixty-five feet (65') on the northeastern boundary of the BC zoned area.

7. 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.

8. The provisions and stipulations of this Agreement shall be binding on City, Owner, 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.

9. Other than as specifically provided herein, this Agreement may be modified only by the written agreement of Owner 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.

10. 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 to comply with the terms and conditions of this Agreement, subject to the cure provisions in Section 18. Provided, however, that no such consent shall be deemed to have been given unless City provides written notice of any such failure and Owner or its successors and/or assigns fails to cure such failure as set forth below.

11. 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 Application Date. Provided, however, that the applicable building codes for structures 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 ordinance's effective date is after the Application Date of this Agreement.

12. 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, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

13. 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.

14. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, oral or written, express or implied, between Owner 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 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.

15. Should any litigation be commenced between the Parties 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.

16. 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.

17. 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. Any modification or termination of this Development Agreement made pursuant to this Section shall be recorded against the specific applicable portions of the Property.

18. In the event Owner, 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 or by any successor or successors in title or interest or by the assigns of the Parties, in an action at law or in equity in any court of competent jurisdiction.

a. A waiver by City of any default by Owner 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 other covenants and conditions. A waiver by Owner 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 or apply to any subsequent breach of any 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 shall have thirty (30) days after delivery of written 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, if Owner commences within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be reasonably necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed twelve (12) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner for the portion of the Property still owned by Owner. A default by a subsequent owner or successor to the Owner will be considered to be applicable to the defaulting subsequent owner or successor and their property only and not a default by Owner or 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 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, pandemic, or similar causes, the time for such performance shall be extended by the amount of time of such delay.

d. In addition to the remedies set forth herein, in the event of a default by Owner/Developer, or by a successor to Owner/Developer or other party claiming an interest herein, City may withhold building permits on the portion of the Property in default or other portions of the Property owned by the defaulting party until such time as the default is cured.

*[end of text; signatures and exhibits follow]*





**EXHIBIT "A"**  
**Legal Description of the Property**



September 4, 2024

Project : ID-5974-22

Page: 1 of 2

A parcel of land located in the southwest 1/4 of Section 5, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

**BEGINNING** at an aluminum cap marking the South 1/4 corner of said Section 5, from which the southeast corner of said Section 5 lies S89°28'00"E 2648.95 feet along the southerly section line of said Section 5;

Thence S89°28'00"E 519.95 feet along the south section line of said Section 5;

Thence N00°30'13"E 499.25 feet along the westerly line of Driftwood Subdivision as recorded in Plat Book 12 Page 11 of Records in Canyon County, to the northwest corner of said Driftwood Subdivision;

Thence along the centerline of Solomon Drain, and the westerly boundary of Stiehl Subdivision Phases 1 through 3, the following six (6) courses:

- 1) N60°36'52"W 120.42 feet;
- 2) N51°44'45"W 82.94 feet;
- 3) N44°05'52"W 76.42 feet;
- 4) N35°53'54"W 1059.95 feet;
- 5) N30°28'36"W 88.06 feet;
- 6) N23°13'50"W 1151.29 feet to a point on the centerline of Laster Lane, also being the Latitudinal Centerline of said Section 5;

Thence N89°36'19"W 1806.68 feet along said centerline to an aluminum cap marking the northwest corner of said Section 5;

Thence S00°28'36"W 634.80 feet along the West line of said Section 5;

Thence S89°31'24"E 275.44 feet along the North line of the parcel described in Quitclaim Deed No. 9947938 as recorded in Canyon County;

Thence S00°28'36"W 165.00 feet along the east line of the aforementioned parcel;

Thence N89°31'24"W 275.44 feet along the south line said parcel, returning to the West line of said Section 5;

Thence S00°28'36"W 180.98 feet along said West line;

Thence S89°26'09"E 29.96 feet to the easterly right-of-way of Middleton Road;



Thence S06°10'21"E 347.18 feet along said right-of-way to a point, also being the northeasterly right-of-way of Cherry Lane;

Thence along said right-of-way the following six (6) courses:

- 1) S89°24'54"E 9.99 feet to a non-tangent curve to the right;
- 2) Along said curve an arc-length of 281.84 feet (RADIUS=125.00'; DELTA=129°11'01'; CHORD=S19°40'59"E 225.82');
- 3) S25°32'30"W 84.73 feet to a non-tangent curve left;
- 4) Along said curve an arc-length of 62.50 feet (RADIUS=80.00'; DELTA=44°45'32"; CHORD=S24°29'41"E 60.92');
- 5) S46°59'56"E 1294.15 feet to a curve left;
- 6) Along said curve an arc-length of 208.53 feet (RADIUS=280.00'; DELTA=42°40'14"; CHORD=S68°20'03"E 203.74');

Thence S00°12'33"E 29.28 feet to the centerline of Cherry Lane, also being the South line of said Section 5;

Thence S89°43'06"E 1356.03 feet along said South line to the **POINT OF BEGINNING**.

Said parcel contains 134.574 acres, more or less.



EXHIBIT "B"

RS4 LEGAL DESCRIPTION



April 25, 2024  
Project : ID-8316-23  
Page: 1 of 2

A PARCEL OF LAND LOCATED IN THE SW 1/4 AND SE 1/4 OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT AN ALUMINUM CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 5, FROM WHICH THE SOUTH 1/4 CORNER OF SAID SECTION 5 BEARS S.89°43'06"E, 2647.93 FEET, THENCE S.89°43'06"E., ALONG THE SOUTH LINE OF SAID SECTION 5, 2417.55 FEET TO A POINT, SAID POINT BEING **THE POINT OF BEGINNING**:

- 1) THENCE ALONG THE ARC OF A CURVE TO THE LEFT 110.71 FEET, SAID CURVE HAVING A DELTA ANGLE OF 63°25'48", A RADIUS OF 100.00 FEET AND A LONG CHORD WHICH BEARS N.58°34'00" E. 105.14 FEET, TO A POINT;
- 2) THENCE N.26°51'06"E., 16.11 FEET TO A POINT;
- 3) THENCE N.63°05'02" W., 58.64 FEET TO A POINT;
- 4) THENCE ALONG THE ARC OF A CHORD TO THE RIGHT 239.67 FEET, SAID CURVE HAVING A DELTA ANGLE OF 13°12'15", A RADIUS OF 1040.00 FEET, AND A LONG CHORD WHICH BEARS N.53°19'44" W. 239.17 FEET TO A POINT;
- 5) THENCE N.46°43'36" W., 403.46 FEET TO A POINT;
- 6) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 1047.57 FEET, SAID CURVE HAVING A DELTA ANGLE OF 23°37'50", A RADIUS OF 2540.00 FEET, AND A LONG CHORD WHICH BEARS N.34° 54'41" W., 1040.16 FEET TO A POINT;
- 7) THENCE N.67°28'49" W., 27.98 FEET TO A POINT;
- 8) THENCE S.68°08'08" W. 266.48 FEET TO A POINT;
- 9) THENCE ALONG THE ARC OF A CURVE TO THE LEFT 70.95 FEET, SAID CURVE HAVING A DELTA ANGLE OF 21°58'27", A RADIUS OF 185.00 FEET, AND A LONG CHORD WHICH BEARS S.57°08'55" W., 70.52 FEET TO A POINT;
- 10) THENCE N.43°50'18" W., 30.00 FEET TO A POINT;
- 11) THENCE S.43°18'41"W., 375.01 FEET TO A POINT;
- 12) THENCE N.46°40'41"W., 454.60 FEET TO A POINT;
- 13) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 188.21 FEET, SAID CURVE HAVING A DELTA ANGLE OF 34°14'01", A RADIUS OF 315.00 FEET, AND A LONG CHORD WHICH BEARS S.72°30'27"W., 185.42 FEET TO A POINT;
- 14) THENCE N.89°33'10"W., 64.36 FEET TO A POINT;
- 15) THENCE ALONG THE ARC OF A CURVE TO THE LEFT 149.45 FEET, SAID CURVE HAVING A DELTA ANGLE OF 68°30'14", A RADIUS OF 125.00 FEET, AND A LONG CHORD WHICH BEARS

- N.50°01'23"W., 140.71 FEET, SAID CURVE BEING THE NORTHERLY RIGHT OF WAY OF CHERRY LANE AS SHOWN ON RECORD OF SURVEY NUMBER 2021-053213, TO A POINT;
- 16) THENCE N.89°24'54"W., 9.99 FEET TO A POINT;
  - 17) THENCE N.06°10'21"W., ALONG THE EASTERLY RIGHT OF WAY OF MIDDLETON ROAD, 347.18 FEET TO A POINT;
  - 18) THENCE N.89°26'09"W., 29.96 FEET TO A POINT;
  - 19) THENCE N.00°28'36"E., ALONG THE WEST LINE OF SAID SECTION 5, 180.98 FEET TO A POINT;
  - 20) THENCE S.89°31'24"E., ALONG THE SOUTH LINE OF THE PARCEL DESCRIBED AS THE SECOND EXCEPTION OF PARCEL #4 IN WARRANTY DEED #9229558 RECORDS CANYON COUNTY, 275.44 FEET TO A POINT;
  - 21) THENCE N.00°28'36"E., ALONG THE EAST LINE OF THE AFOREMENTIONED PARCEL DESCRIBED BY THE AFOREMENTIONED WARRANTY DEED, 165.00 FEET TO A POINT;
  - 22) THENCE N.89°31'24"W., ALONG THE NORTH LINE OF THE AFOREMENTIONED PARCEL DESCRIBED BY THE AFOREMENTIONED WARRANTY DEED, 275.44 FEET TO A POINT;
  - 23) THENCE N.00°28'36"E., ALONG THE WEST LINE OF SAID SECTION 5, 634.80 FEET TO A POINT;
  - 24) THENCE S.89°36'19" E., ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION 5, 1806.68 FEET TO A POINT;
  - 25) THENCE S.23°13'50" E., ALONG THE WEST LINE OF LOT 1 BLOCK 2 OF STIEHL SUBDIVISION PHASE 1, AS RECORDED AT BOOK 40 PAGE 47 CANYON COUNTY RECORDS, 1151.29 FEET TO A POINT;
  - 26) THENCE S.30°28'36" E., CONTINUING ALONG THE SAID WEST LINE OF LOT 1 BLOCK 2 OF STIEHL SUBDIVISION PHASE 1, 88.06 FEET TO A POINT;
  - 27) THENCE S.35°59'13" E., CONTINUING ALONG THE SAID WEST LINE OF LOT 1 BLOCK 2 OF STIEHL SUBDIVISION PHASE 1, 657.75 FEET TO A POINT;
  - 28) THENCE S.34°58'03" E., CONTINUING ALONG THE SAID WEST LINE OF LOT 1 BLOCK 2 OF STIEHL SUBDIVISION PHASE 1, 62.73 FEET TO A POINT;
  - 29) THENCE S.54°06'06" W., 55.00 FEET TO A POINT;
  - 30) THENCE S.43°16'11" W., 700.69 FEET TO A POINT;
  - 31) THENCE S.46°43'36" E., 137.57 FEET TO A POINT;
  - 32) THENCE ALONG THE ARC OF A CURVE TO THE LEFT 716.11 FEET, SAID CURVE HAVING A DELTA ANGLE OF 42°44'24", A RADIUS OF 960.00 FEET, AND A LONG CHORD WHICH BEARS S.68°05'48" E., 699.63 FEET TO A POINT;
  - 33) THENCE S.89°28'00" E., 193.81 FEET TO A POINT;
  - 34) THENCE S.00°30'13" W., 40.00 FEET TO A POINT;
  - 35) THENCE N.89°28'00" W., ALONG THE SOUTH LINE OF SAID SECTION 5, 519.95 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5;
  - 36) THENCE N.89°43'06" W., CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 5, 230.37 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 85.54 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS OF RECORD OR IMPLIED.



# EXHIBIT "C"

## RS4 CONCEPTUAL SITE PLAN

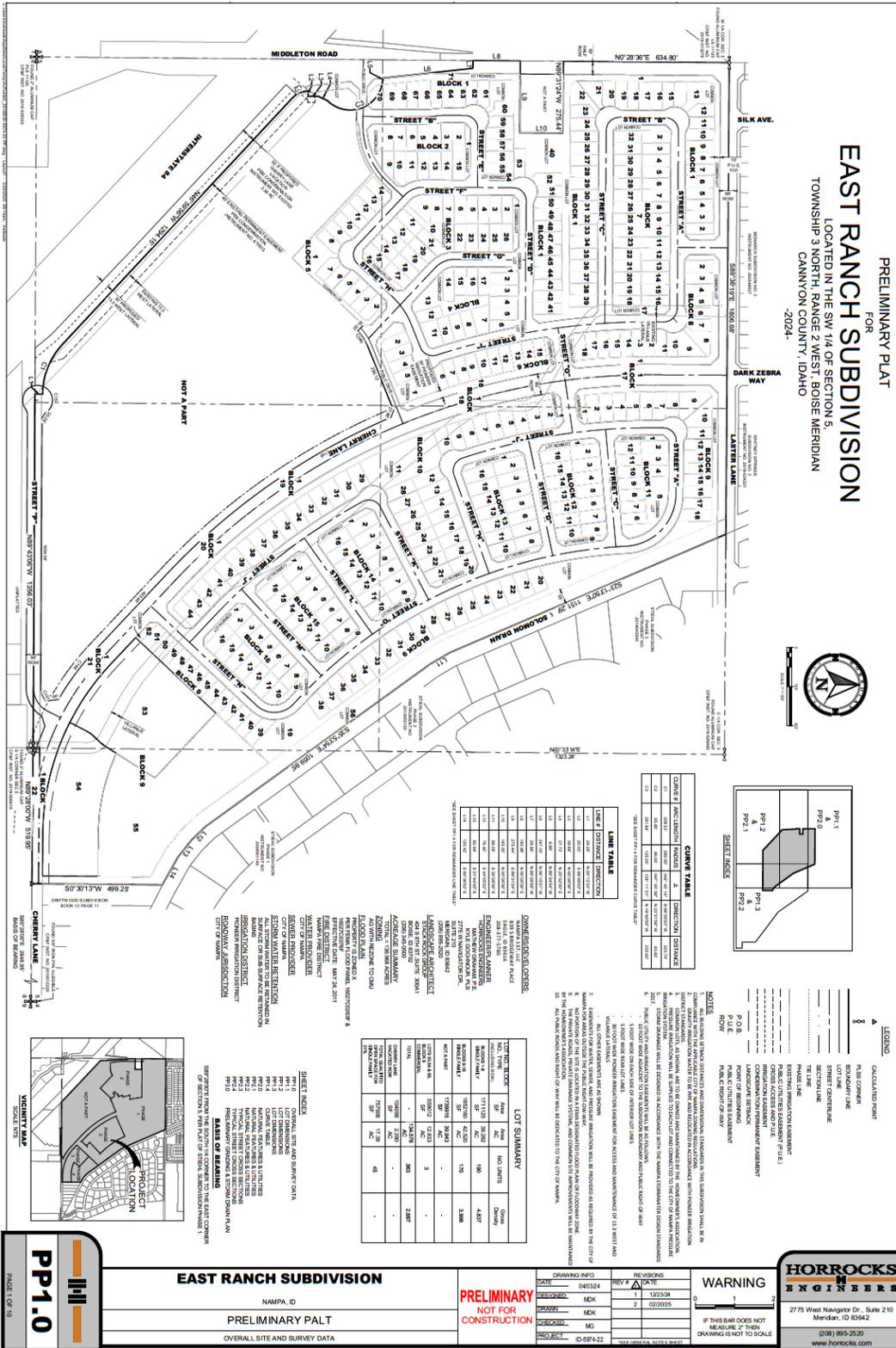


EXHIBIT "D"

RMH LEGAL DESCRIPTION



April 25, 2024  
Project : ID-8316-23  
Page: 1 of 1

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT AN ALUMINUM CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 5, FROM WHICH THE SOUTH 1/4 CORNER OF SAID SECTION 5 BEARS S.89°43'06"E, 2647.93 FEET, THENCE S.89°43'06"E. ALONG THE SOUTH LINE OF SAID SECTION 5, 1787.72 FEET TO A POINT, SAID POINT BEING **THE POINT OF BEGINNING:**

- 1) THENCE N.00°16'54"E; 28.00 FEET TO A POINT;
- 2) THENCE N.46°40'41" W., 1397.77 TO A POINT;
- 3) THENCE N.43°18'41" E., 375.01 FEET TO A POINT;
- 4) THENCE S.43°50'18" E., 30.00 FEET, TO THE POINT OF A CURVE TO THE RIGHT;
- 5) THENCE ALONG THE ARC OF SAID CURVE 70.95 FEET, A DELTA ANGLE OF 21°58'27", A RADIUS OF 185.00 FEET, AND A LONG CHORD WHICH BEARS N.57°08'55" E., 70.52 FEET TO A POINT;
- 6) THENCE N.68°08'08" E., 266.48 FEET TO A POINT;
- 7) THENCE S.67°28'49" E., 27.98 FEET, TO A POINT OF A CURVE TO THE LEFT;
- 8) THENCE ALONG THE ARC OF SAID CURVE 1047.57 FEET, A DELTA ANGLE OF 23°37'50", A RADIUS OF 2540.00 FEET, AND A LONG CHORD WHICH BEARS S.34°54'41" E., 1040.16 FEET TO A POINT;
- 9) THENCE S.46°43'36" E., 403.46 FEET, TO A POINT OF CURVE TO THE LEFT
- 10) THENCE ALONG THE ARC OF SAID CURVE 239.67 FEET, A DELTA ANGLE OF 13°12'15", A RADIUS OF 1040.00 FEET, AND A LONG CHORD WHICH BEARS S.53°19'44" E., 239.14 FEET TO A POINT;
- 11) THENCE S.63°05'02" E., 58.64 FEET TO A POINT;
- 12) THENCE S.26°51'06" W., 16.11 FEET, TO A POINT OF A CURVE TO THE RIGHT;
- 13) THENCE ALONG THE ARC OF SAID CURVE 110.71 FEET, A DELTA ANGLE OF 63°25'48", A RADIUS OF 100.00 FEET, AND A LONG CHORD WHICH BEARS S.58°34'00" W., 105.14 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID SECTION 5;
- 14) THENCE ON SAID SOUTHERLY BOUNDARY LINE N.89°43'06" W., 629.83 FEET TO **THE POINT OF BEGINNING.**

SAID PARCEL CONTAINS 20.70 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS OF RECORD OR IMPLIED.



**EXHIBIT "F"**

**IL LEGAL DESCRIPTION**



June 25, 2024

Project : ID-8316-23

Page: 1 of 1

A parcel of land located in the southwest quarter of Section 5, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

**COMMENCING** at an aluminum cap marking the southwest corner of said Section 5, from which the south quarter corner of said Section 5 bears S89°43'06"E 2647.93 feet, thence S89°43'06"E 1291.90 feet along the South line of said Section 5 to the **POINT OF BEGINNING**;

Thence N00°12'33"W 29.28 feet to a non-tangent curve to the right;

Thence along said non-tangent curve an arc length of 208.53 feet (RADIUS=280.00' DELTA=42°40'14" CHORD=N68°20'03"W 203.74');

Thence N46°59'56"W 1293.80 feet to a non-tangent curve to the right;

Thence along said non-tangent curve an arc length of 62.84 feet (RADIUS=80.00' DELTA=45°00'30" CHORD=N24°37'10"W 61.24');

Thence N25°32'30"E 84.73 feet to a non-tangent curve to the left;

Thence along said non-tangent curve an arc length of 132.38 feet (RADIUS=125.00' DELTA=60°40'48" CHORD=N14°34'07"E 126.28');

Thence S89°33'10"E 64.36 feet to a non-tangent curve to the left;

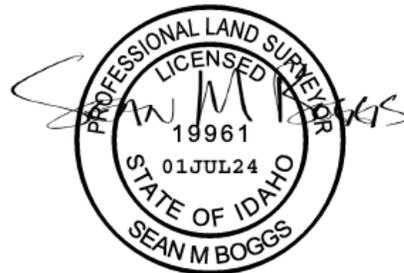
Thence along said non-tangent curve an arc length of 188.21 feet (RADIUS=315.00' DELTA=34°14'01" CHORD=N72°30'27"E 185.42');

Thence S46°40'41"E 1852.37 feet;

Thence S00°16'54"W 28.00 feet to a point on the South line of said Section 5;

Thence N89°43'06"W 495.82 feet along said South line to the **POINT OF BEGINNING**.

Said parcel contains 16.469 acres, more or less, and is subject to all rights of way and easements of record or implied.



**EXHIBIT "G"**

**IL CONCEPTUAL SITE PLAN**

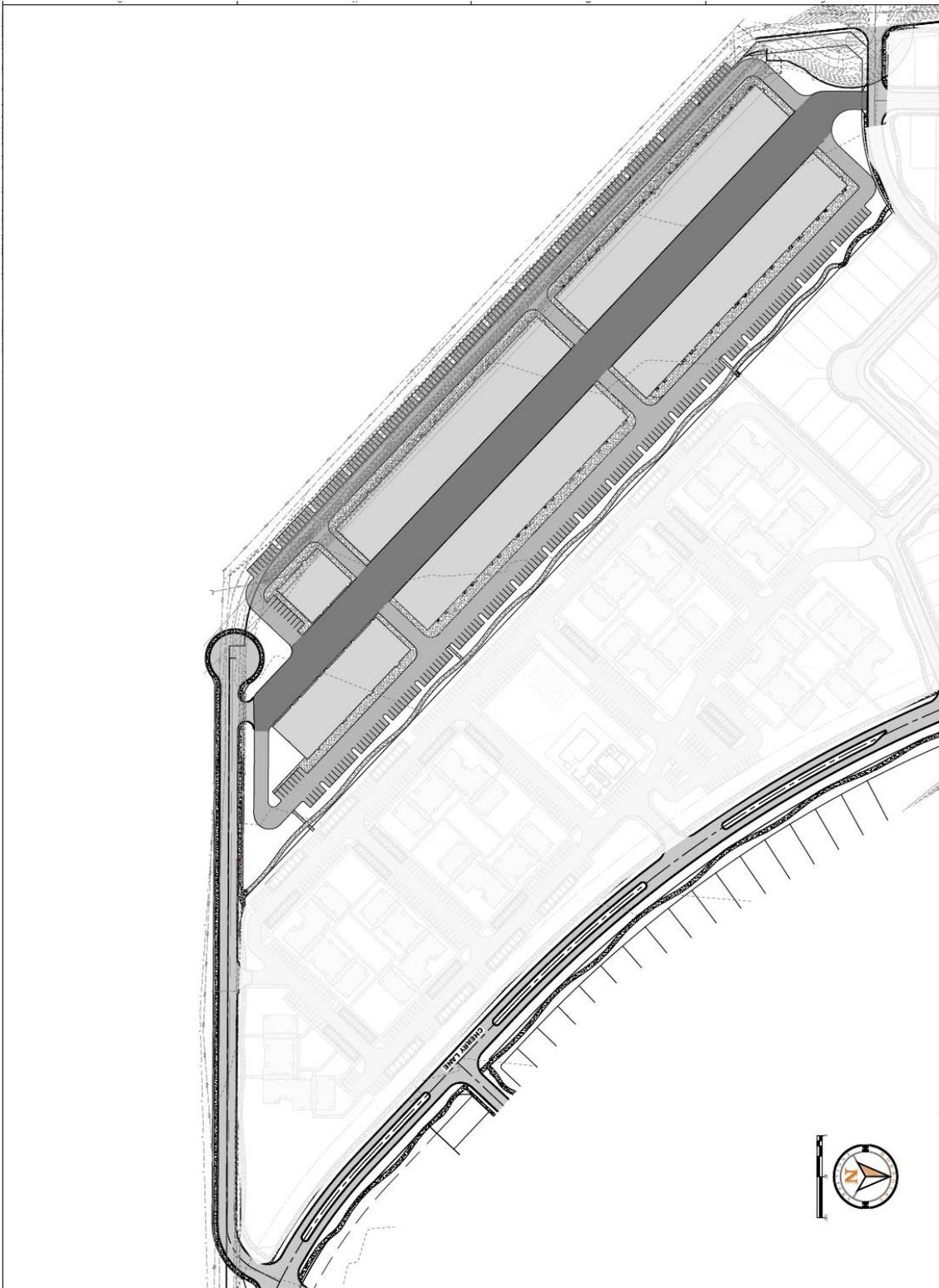


EXHIBIT "H"

BC LEGAL DESCRIPTION



July 3, 2024  
Project: ID-8316-23  
Page: 1 of 1

A parcel of land located in the southwest quarter and southeast quarter of Section 5, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

**COMMENCING** at an aluminum cap marking the South quarter corner of said Section 5, from which the southeast corner of said Section 5 bears S89°28'00"E 2648.95 feet, thence S89°28'00"E 519.95 feet along the South line of said Section 5 to the southwest corner of Driftwood Subdivision; thence along the West line of said subdivision N00°30'13"E 252.00 feet to the **POINT OF BEGINNING**;

Thence N89°28'00"W 193.70 feet to a non-tangent curve to the right;

Thence along said non-tangent curve an arc length of 318.02 feet (RADIUS=744.33' DELTA=24°28'49" CHORD=N77°17'15"W 315.61');

Thence N32°34'36"E 174.90 feet;

Thence N46°43'49"W 341.01 feet;

Thence N43°16'11"E 278.69 feet;

Thence N54°06'06"E 55.00 feet to the centerline of Soloman Drain;

Thence S35°53'54"E 339.47 feet;

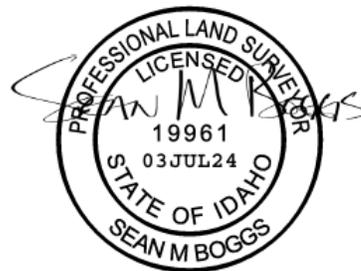
Thence S44°05'52"E 76.42 feet;

Thence S51°44'45"E 82.94 feet;

Thence S60°36'52"E 120.42 feet to the West line of Driftwood Subdivision;

Thence S00°30'13"W 247.25 feet along said West line to the **POINT OF BEGINNING**.

Said parcel contains 5.477 acres, more or less, and is subject to all rights of way and easements of record or implied.



**TOGETHER WITH:**

A parcel of land located in the southwest quarter and southeast quarter of Section 5, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

**COMMENCING** at an aluminum cap marking the South quarter corner of said Section 5, from which the southeast corner of said Section 5 bears S89°28'00"E 2648.95 feet, thence S89°28'00"E 519.95 feet along the South line of said Section 5 to the southwest corner of Driftwood Subdivision; thence along the West line of said subdivision N00°30'13"E 40.00 feet to the **POINT OF BEGINNING**;

Thence N89°28'00"W 193.81 feet parallel to the South line of said Section 5 to non-tangent curve to the right;

Thence along said non-tangent curve an arc length of 716.11 feet (RADIUS=960.00' DELTA=42°44'24" CHORD=N68°05'48"W 699.63');

Thence N46°43'36"W 137.57 feet;

Thence N43°16'11"E 422.00 feet;

Thence S46°43'49"E 341.01 feet;

Thence S32°34'36"W 174.90 feet to a non-tangent curve left;

Thence along said non-tangent curve an arc length of 318.02 feet (RADIUS=744.33' DELTA=24°28'49" CHORD=S77°17'15"E 315.61');

Thence S89°28'00"E 193.70 feet to the West line of Driftwood Subdivision;

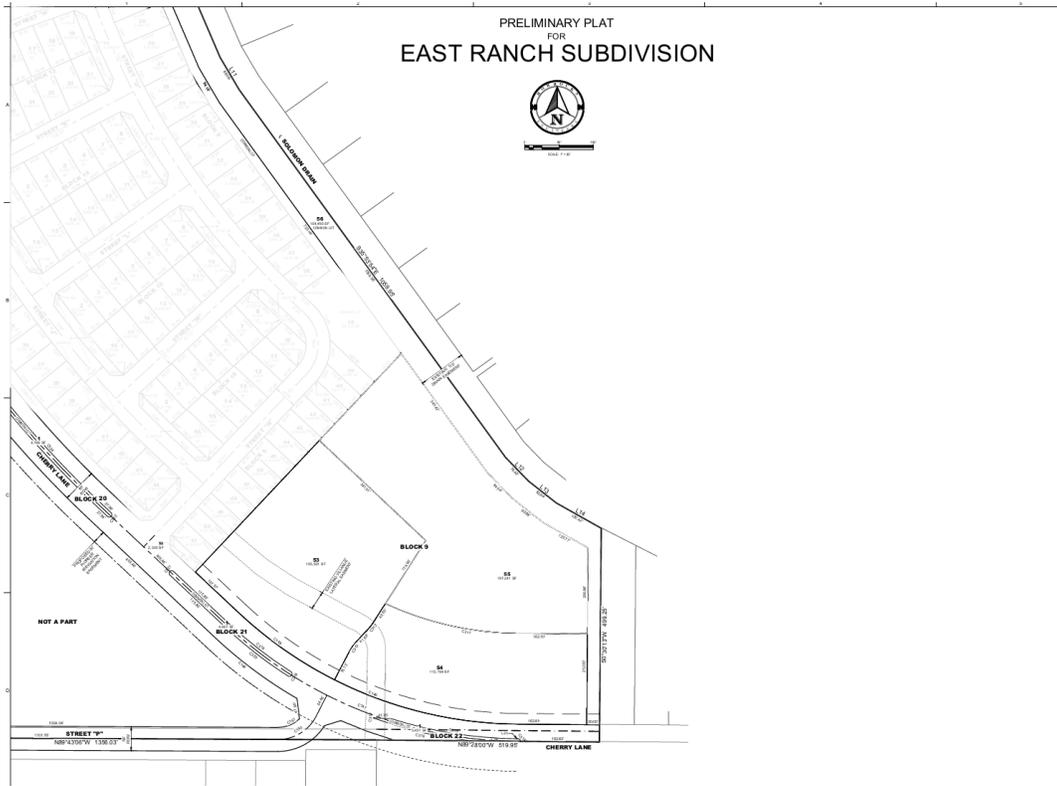
Thence S00°30'13"W 212.00 feet along said West line to the **POINT OF BEGINNING**.

Said parcel contains 6.381 acres, more or less, and is subject to all rights of way and easements of record or implied.



# EXHIBIT "I"

## BC CONCEPTUAL SITE PLAN



**EXHIBIT “J”**  
**CONDITIONS OF APPROVAL**



March 26, 2025

John Bottles  
Idaho Holdings, LLC  
839 S Bridgeway PL  
Eagle, ID 83616  
Via email: [john@markbottles.com](mailto:john@markbottles.com)

**Re: The request for:**

- 1) Annexation and Zoning of a total of 134.57 acres:**
  - a. 81.8 acres to RS4 (Single-Family Residential),
  - b. 22.878 acres to RMH (Multiple-Family Residential),
  - c. 17.07 acres to IL (Light Industrial),
  - d. 12.83 acres to BC (Community Business)...on five parcels at 0, 0, 0, 0, Cherry Ln and 0 Middleton Rd (R3087601000, R3087400000, R3087300000, R3087301000, R3087301100), City File No. ANN-00306-2024;
- 2) Subdivision Preliminary Plat approval for mixed-use development for East Ranch Subdivision** on parcels at 0 Middleton Rd & 0 Cherry Lane, (Parcels #R3087601000, R3087301000 & R3087301100), City File No. SPP-00148-2024;
- 3) Conditional Use Permit to construct and operate a public storage facility on a 4.53 acre parcel** on parcels at 0 Cherry Lane, (Parcel #R3087301000), City File No. CUP-00348-2024;
- 4) Variance from NCC 10-1-16.A.2 requirement requiring a minimum distance of 100' from RS (Single Family Residential) zoning district in order to construct and operate a public storage facility** on parcels at 0 Cherry Lane, (Parcel #R3087301000), for John Bottles of Idaho Holdings LLC representing Nampa 137, LLC, City File No. VAR-00163-2024.

Dear Applicant:

The Nampa City Planning and Zoning Commission, during their regularly scheduled public hearing of December 10, 2024, after receiving testimony and reviewing your application, voted to recommend to the City Council that they approve the above referenced annexation request.

The Nampa City Council during their regularly scheduled public hearing of March 17, 2025, after receiving testimony and reviewing your application, voted to approve the above referenced annexation request, based on the attached findings of fact and conclusions of law.

The council granted approval based on compliance with the following conditions:

1. Provide a development agreement that includes the following list of prohibited uses for the parcels within the project:

Alcohol Sales Establishment, Primary Use
Drug paraphernalia store/head shop
Hookah lounge/bar
Mobile home, Manufactured Home and RV Sales
Tobacco Shop
Vape Shop
Tattoo Parlor

2. The 19 lots proposed on the east side of the RS 4 zoned portion, shall be single-story residences.
3. The owner/developer, at the time of 80% build-out of the residential portions of the project (single-Family & multi-family), shall conduct a warrant analysis to determine if a Rectangular-Rapid Flashing Beacon (RRFB) or other type of crossing or traffic mitigation is required at the intersection of Cherry Ln & Stiehl Creek Drive. If warranted, the owner/developer shall install the warranted improvements.
4. Prior to reading of the annexation ordinance developer shall dedicate the following right of way to the City:
  - Middleton Road – 50' from section line.
  - Laster Lane – 33' from ¼ section line.
5. Developer shall address the following mitigation measures identified in the approved Traffic Impact Study at the time of property development, alternate mitigation methods are being discussed and may be approved by the City:
  - a. Middleton Road and Laster Lane
    - i. Install Signal or Roundabout
  - b. Dark Zebra Way/Laster Lane/ Cherry Lane intersection
    - i. All-way Stop
  - c. Midland Boulevard and Laster Lane
    - i. Additional southbound lane
    - ii. Additional northbound lane
  - d. Middleton Road & New Access (Old Cherry Lane)
    - i. Install update traffic signal with dedicated left and right turn lanes.
  - e. Midland Boulevard and Cherry Lane
    - i. Add eastbound right-turn Lane and Optimize Signal Timing.
6. Any onsite wells or septic systems shall be abandoned and/or removed in accordance with Local and State regulations at the time of individual property development/redevelopment and prior to connection to City services.
7. Any and all irrigation surface and/or groundwater rights shall be transferred to the City at the time of individual 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 head gate report for any surface water delivery prior to Final Plat submittal.

8. Utilities shall be constructed to and through the site at the time of property development, and at the sole expense of the Developer.
9. Applicant/Owner shall comply with all City Codes, Policies, and Standards in place at the time of individual property development/redevelopment, including but not limited to:
  - a. Grade mitigation at the current intersection of Cherry Ln & Middleton Rd;
  - b. Review access into the IL zoned parcel (not to route through the residential portion of the development;
  - c. Review routes through the subdivision from newly aligned Cherry Ln to Middleton Rd and do not create a desirable cut through route.

Modification to the layout to accommodate design changes resulting from these design considerations shall be allowed to be approved by the City Engineer and Planning Director.

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

If you should have any questions concerning this matter, please contact me during normal business hours, Monday through Friday at 468-4434.

Sincerely,



Kristi Watkins  
Principal Planner  
City of Nampa Planning & Zoning Department

Attachments: Agency Comments, Findings of Fact & Conclusions of Law

**EXHIBIT “K”**

**LIST OF PROHIBITED USES FOR THE COMMUNITY BUSINESS (BC) ZONED  
PORTION OF THE PROPERTY:**

Alcohol Sales Establishment, Primary Use
Drug paraphernalia store/head shop
Hookah lounge/bar
Mobile home, Manufactured Home and RV Sales
Tobacco Shop
Vape Shop
Tattoo Parlor

**EXHIBIT "L"**  
**CHERRY LANE RIGHT OF WAY**

