ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 905 N. MIDLAND BLVD., NAMPA, ID (COUNTY PARCEL # R3136000000); COMPRISING APPROXIMATELY 1.33 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 RD (TWO FAMILY DUPLEX RESIDENTIAL); 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 ARE IN THE BEST INTEREST OF THE PUBLIC AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, AND TO DESIGNATE SAID PROPERTY AS RD (TWO FAMILY DUPLEX RESIDENTIAL) ON THE OFFICIAL ZONING MAP AND OTHER AREA MAPS OF THE CITY; 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 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 264-2022 at a public hearing held on March 6, 2023.

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 property which is contiguous to the City of Nampa, Canyon County, Idaho, commonly known as 905 N. MIDLAND BLVD., NAMPA, ID (COUNTY PARCEL # R3136000000); COMPRISING APPROXIMATELY 1.33 ACRES, more or less, should be annexed into the City of Nampa and be zoned RD (TWO FAMILY DUPLEX RESIDENTIAL), to-wit:

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

Said property 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 property is hereby annexed into the corporate limits of the City of Nampa and zoned RD (TWO FAMILY DUPLEX RESIDENTIAL).

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 property on the official zoning map and other area maps of the City of Nampa, Idaho as lying within the city limits and zoned RD (TWO FAMILY DUPLEX RESIDENTIAL).

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 is its decision. The development agreement is hereby approved – see **Exhibit C** attached hereto and made a part hereof by reference.

SECTION 6. All ordinances, rules and regulations, and parts thereof, in conflict herewith are repealed. This ordinance is severable.

Section 7. The Clerk of the City of Nampa, Idaho shall, within 10 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 _____, 2023.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this ___ day of _____, 2023.

Attest:

_____ _____

Mayor Debbie Kling City Clerk

EXHIBIT A – LEGAL DESCRIPTION

BOUNDARY DESCRIPTION

A parcel of land being a portion of the N 1/2 of the SE 1/4 SE 1/4 of Section 17, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

Commencing at a found illegible Brass Cap marking the SE corner of said SE 1/4 SE 1/4, (Section corner common to sections 16, 17, 20 and 21), from which a found Brass cap stamped “LS 972” marking the NE corner of said SE 1/4 SE 1/4, (South 1/16 corner common to Sections 17 and 16), bears N. 00° 46’ 15” E., a distance of 1327.05 feet;

Thence along the Easterly boundary of said SE 1/4 SE 1/4, N. 00° 46’ 15” E., a distance of 663.28 feet, (formerly 663.40 feet), to the NE corner of “Rambling Subdivision” as on file in Book 9 of Plats at Page 22 in the Office of the Recorder of Canyon County, Idaho, recorded as Instrument No. 854131;

Thence along the northerly boundary of said “Rambling Subdivision”, N. 89° 24’ 23” W., (formerly N. 89° 26’ 50” W.) a distance of 40.00 feet to the POINT OF BEGINNING;

Thence continuing along the northerly boundary of said “Rambling Subdivision”, N. 89° 24’ 23” W., (formerly N. 89° 26’ 50” W.) a distance of 315.39 feet to a found 5/8 inch diameter iron pin with cap stamped “PLS 7729” marking a South boundary corner of “The Ranch Subdivision” as on file in Book 36 of Plats at Page 13 in the Office of the Recorder of Canyon County, Idaho, recorded as Instrument No. 200534105;

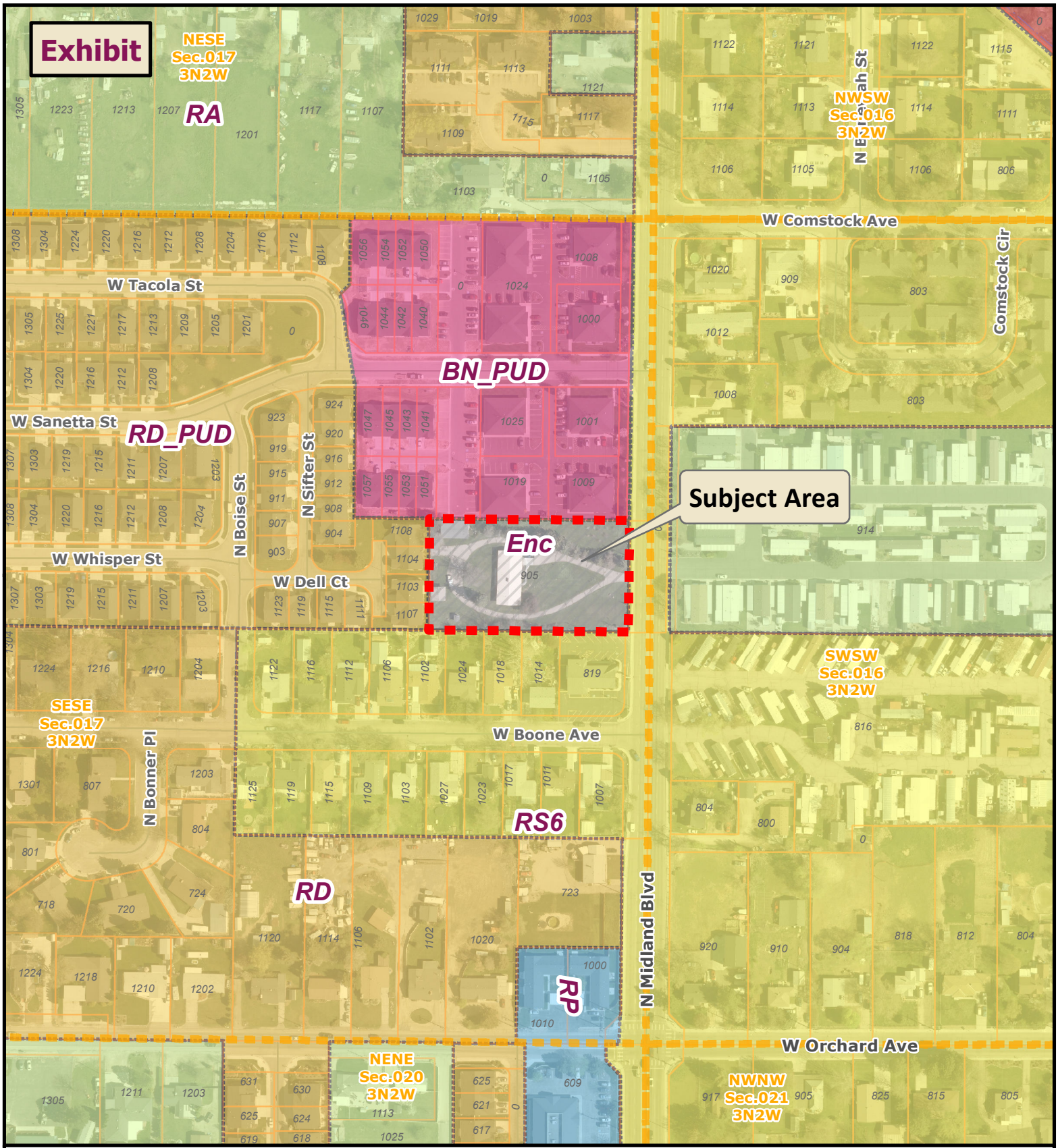
Thence leaving the northerly boundary of said “Rambling Subdivision” and along a portion of the Easterly boundary of said “The Ranch Subdivision”, N. 00° 23’ 02” E., a distance of 178.95 feet, (formerly N. 00° 23’ 00” E., a distance of 179.13 feet), to an angle point of said “The Ranch Subdivision”;

Thence along a portion of the Southerly boundary of said “The Ranch Subdivision”, S. 89° 26’ 37” E., (formerly S. 89° 26’ 20” E.), a distance of 316.60 feet;

Thence along a line that is 40.00 west of and parallel with said SE 1/4 SE 1/4, S. 00° 46’ 15” W., a distance of 179.16 feet to the POINT OF BEGINNING.

This parcel contains 1.29 acres more or less.

EXHIBIT B – MAPS/DEPICTION



905 N Midland Blvd Annexation

Annexation & Zoning to RD (Two Family Residential - Duplex) for future subdivision

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

N W E S

0 50 100 150 200 Feet

Subject Area
County Parcels
PLSS

Zoning

AG, BC, BC_PUD, BF, BN, BN_PUD, DB, DH, DV, Enc, GB1, GB2, IH, IL, IL_PUD, IL_RS, IP, IP_RS, RA, RD, RD_PUD, RMH, RML, RML_PUD, RP, RP_PUD, RS6, RS6_PUD, RS7, RS7_PUD, RS8.5, RS8.5_PUD, RS12, RS12_PUD, RS15, RS15_PUD, RS18, RS18_PUD, RS22, RS22_PUD, U, UnZoned

ANN-00264-2022

5/31/2023
For illustrative purposes only.

C:\Users\howeb\Desktop\PZ_Zoning_Area_FOR EXHIBITS.mxd

EXHIBIT C – DEVELOPMENT AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

(Space Above for Recorder's Use)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**"), is made and entered into on March ____, 2023 (the "**Effective Date**"), by and between the City of Nampa, a municipal corporation of the State of Idaho, hereinafter referred to as the "**City**", and Wolf Building Company LLC registered to do business in Idaho, hereinafter referred to as "**Owner/Developer**". City and Owner/Developer may be referred to individually as a "**Party**" or collectively as the "**Parties**" as warranted under the circumstances.

RECITALS

A. Owner/Developer owns that certain real property located in the City of Nampa, which is approximately 1.32 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/Developer applied to City on December 22, 2022 (the "**date of application**") for annexation and zoning of the Property to RD (Two-Family Residential) (zoning designation) in anticipation of the eventual use of the Property for 2-unit Townhouse uses (the "**Project**"). The conceptual 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 (the "**Conceptual Site Plan**").

C. 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

D. 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 RD (Two-Family Residential) (zoning designation) subject to the terms and commitments contained in this Agreement.

E. On March 7, 2023, City issued a written decision approving the annexation and zoning to RD (Two-Family Residential) (zoning designation) together with the approval of this Agreement, which decision sets forth specific conditions of approval that guide the development of Property, which conditions of approval are attached hereto and incorporated herein as **Exhibit "C"** (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 Project on the Property shall be in substantial conformance with the Conceptual Site Plan, provided, however, Developer 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. 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.

3. 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.

4. 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.

5. 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.

6. The execution of this Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of 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.

7. 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 Effective 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 Effective Date of this Agreement.

8. 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.

9. 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.

10. 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 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.

11. 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.

12. 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.

13. 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.

14. 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, 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 of 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 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 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 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 only and not a default by Owner/Developer 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/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, 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 above, in the event of a default by Owner/Developer, or any 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 Owner/Developer until such time as the default is cured.

15. This Development Agreement may be subsequently modified or terminated as to any specific portion(s) of the Property without the requirement that any of the owners of the other portions of the original Property consent to or be party to such modification or termination. Any action to terminate or modify this Development Agreement as to a specific portion(s) of the Property may only be taken following compliance with the notice and public hearing requirements specified in this Development Agreement and applicable city ordinance and state code. Any modification or termination of this Development Agreement made pursuant to this Section 15 shall be recorded against the specific applicable portion(s) of the Property.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands on this day and year first above written.

CITY
City of Nampa,
a municipal corporation of the State of Idaho

_____
Debbie Kling, Mayor

_____
Attest: Charlene Tim, City Clerk

STATE OF IDAHO)
) ss.
County of Canyon)

On this ___ day of _____, in the year of 2023 before me _____, personally appeared Debbie Kling, known or identified to me, to be the Mayor of the City of Nampa, whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same, and was so authorized to do so for and on behalf of said City of Nampa.

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

_____
Notary Public for State of Idaho
SEAL Residing at _____
Commission Expires: _____

OWNER/DEVELOPER
Wolf Building Company LLC

Name/Title

STATE OF Idaho)
) ss.
County of Canyon)

On this 31st day of March, in the year 2023, before me, Breanna Howe, personally appeared Blake Wolf, known or identified to me to the owner of Wolf Building Company LLC, whose name is subscribed to the within and foregoing instrument and acknowledged to me that he/she executed the same and was so authorized to do so for and on behalf of said Wolf Building Company, LLC.

BREANNA K. HOWE
Comm. No. 20180098
NOTARY PUBLIC
Expires: 06/01/2024
STATE OF IDAHO

Breanna K. Howe
Notary Public
Residing at Boise, ID
My Commission Expires 06/01/2024

EXHIBIT "A"

Legal Description of the Property

R31360

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17, FROM WHICH THE NORTH 1/16 CORNER OF SAID SECTION 17 BEARS NORTH 00° 46' 15" EAST, 1327.11 FEET, THENCE

ALONG THE EAST BOUNDARY LINE OF SAID SECTION 17, NORTH 00° 46' 15" EAST 663.40 FEET, THENCE

LEAVING SAID EAST BOUNDARY LINE, WORTH 89° 26' 50" WEST, 33.00 FEET TO A POINT ON THE WEST RIGHT-OF -WAY LINE OF MIDLAND BOULEVARD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING, THENCE

ALONG THE NORTH BOUNDARY LINE OF RAMBLING SUBDIVISION AS FILED IN BOOK 9 OF PLATS AT PAGE 22, RECORDS OF CANYON COUNTY, IDAHO, NORTH 89° 26' 50" WEST, 322.37 FEET, THENCE

NORTH 00° 26' 00" EAST, 179.13 FEET, THENCE

SOUTH 89° 26' 50" EAST, 323.58 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF MIDLAND BOULEVARD, THENCE ALONG SAID WEST RIGHT-OF-WAY LINE

SOUTH 00° 46' 15" WEST, 179.13 FEET TO THE REAL POINT OF BEGINNING.

EXHIBIT "B"
Conceptual Site Plan

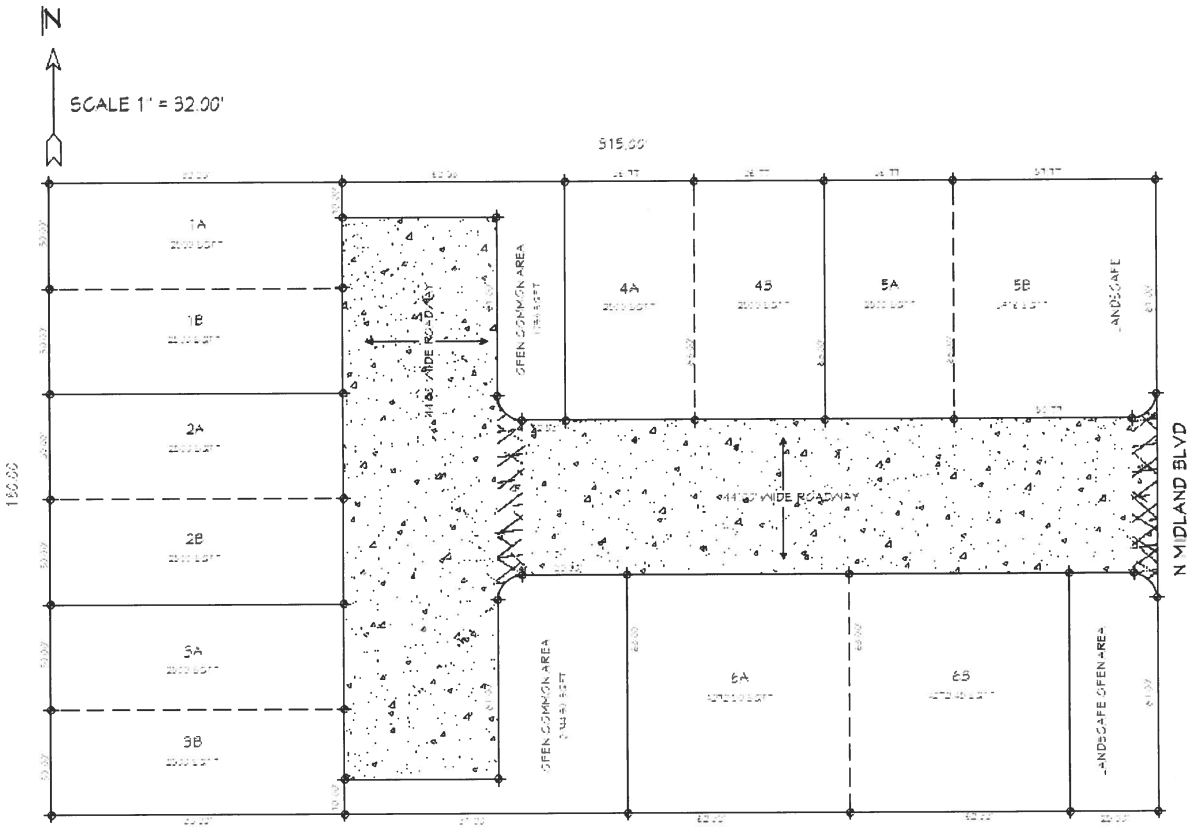


EXHIBIT "C"

CONDITIONS OF APPROVAL

1. Any onsite wells 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. Property shall be annexed in the Nampa Municipal Irrigation District at the time of connection to pressure irrigation and prior to being served by the City's pressure irrigation system. Applicant/ Owner shall provide documentation to the Nampa Engineering Division verifying water rights for the full parcel.
3. Applicant/Owner shall comply with all City Codes, Policies, and Standards in place at the time of property development/redevelopment.
4. Legal description for right of way dedication at the previously identified width (5') shall be prepared by applicant's surveyor and shall be recorded with Canyon County by City of Nampa upon annexation of the property.
5. Owner shall enter into a development agreement that requires future development to meet the following criteria:
    a. A 25' setback shall be established on lots adjacent to Midland Blvd which shall be landscaped as a landscape buffer area according to Nampa City Code Title 10 Chapter 34.
    b. Setbacks, density, and lot sizes shall be as required in Nampa City Code Title 10 Chapter 27 and Chapter 10.
    c. Structures along the west property line shall be single-story (above grade).
    d. Developer shall submit proposed CC&Rs to City staff for review to maintain consistent quality and character with the surrounding neighborhood.
    e. Fencing shall be compatible with adjacent properties.
    f. 6 guest parking spaces shall be provided within the development.