



## PLANNING & ZONING DEPARTMENT

Before the Planning & Zoning Commission  
Meeting of 12 APRIL 2016

### PUBLIC HEARING ITEM NO. 2 STAFF REPORT

**Applicant(s)/Engineer(s), Representative(s):**

Shady Grove LLC, Patrick Scheffler as Applicant (alternatively "Developer") with Idaho Survey Group and Patrick Scheffler as representatives and engineers

**File(s):** ANN 2065-15 & SUB 660-15

**Analyst:** Robert Hobbs

**Requested Action Approval(s)/Recommendation(s) and Involved Property:**

- 1. Modification of Annexation and Zoning Development Agreement** (Ordinance no. 3695), between Patrick Scheffler and the City of Nampa, recorded as Instrument Nos. 2007032293 and 2010003327 (to correct the legal description) by amending Exhibit "B" thereof in order to incorporate an amended preliminary plat into the Agreement, by amending "Exhibit C Conditions of Approval" by deleting conditions 2 and 5 regarding the trunk sewer line and the required minimum dwelling size; and,
- 2. Amended/Revised Preliminary Plat Approval for Shady Grove Subdivision** (37 single-family residential building lots and 4 common lots – hereinafter, variously, the "Project", "Plat", "Shady Grove Subdivision", the "Subdivision" or the "Development")...

On 8.70 acres of property located in a portion of the SE ¼ of the NW ¼ of Section 35, T3N, R2W, Boise Meridian, Canyon County, Nampa and positioned in the 1200 block (west side) of Chicago Street within a RS 7 (Single-Family Residential, 7,000 sq. ft. min. lot size) Zone (hereinafter the "Property")...

**History:**

Application for annexation and preliminary plat approval for Shady Grove Subdivision was originally submitted in the Fall of 2006 and entitled in 2007. The original annexation approval coupled a Development Agreement to the ordinance that brought the Applicant's land into the incorporated limits of the City. Hindrance to the development of the Property arose from the provision of sewer service to the same and the downturn of the market in 2008. Applicant is now ready to move forward with development (but under slightly different terms if approved)

and the sewer issue is resolved – hence this new application package. Applicant's representative's project narrative provides an explanation of, and justification(s) for, their request.

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## DEVELOPMENT AGREEMENT MODIFICATION

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Criteria to guide the Commission in recommending, and the Council in making, a determination/decision whether to allow a Development Agreement Modification as sought by an applicant are absent from state statute or City ordinance. Thus, approving or not in this instance this application becomes a purely subjective matter/decision on the part of the City in reaction to this contract modification application coming now before you/them. Hereafter attached is a copy of Ordinance 3695 (Instrument Nos. 2007032293 & 2010003327).

The parts of the Agreement associated with the revised Project that are proposed for modification are, expectedly in this instance, language in the RECITALS Section and substitution of exhibits of the [original] Agreement (to include a new plat plan), and the language of the Conditions of Approval (Exhibit C). *A copy of the original Agreement is hereto attached along with the Applicant's newly proposed plat plan and application narrative letter to explain the changes to the original Agreement they are seeking and why.*

As the process of rezoning and Development Agreement modification is a two step endeavor, Staff will prepare, if this application is recommended for approval a Development Agreement Modification document for Council's review prior to the 3<sup>rd</sup> reading of the ordinance that will/would enact the Development Agreement Modification.

### **Public/Agency/City Department Comments Regarding Proposed DA Mod.:**

Any correspondence from City departments, outside agencies or the citizenry regarding this application package – specifically regarding the DA Modification request -- is hereafter attached. No opposition or support statements have been, to date (April 06, 2016), received respecting this matter.

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## SHADY GROVE SUBDIVISION STATISTICS AT A GLANCE

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<b>Overall Platted Site Area-</b>	8.70 acres
<b>Total, Project Lot Count-</b>	41
<b>Total, Res. Bldg., Lot Count-</b>	37
<b>Total Common Lot Count-</b>	4
<b>Project Density-</b>	~ 4.25 du/a

### **Regarding "RS 7 Residential Building Lots" \*:**

#### **Min. Allowed RS 7 Bldg. Lot Size-**

7,000 sq. ft. (N.C.C. § 10-8-6)

#### **Min. Proposed RS 7 Bldg. Lot Size-**

5,874 sq. ft.

#### **Min. Allowed, Weighted, Avg. RS 7 Bldg. Lot Size-**

8,000 sq. ft. (N.C.C. § 10-27-6.F(2))

**Proposed Avg. RS 7 Bldg. Lot Size-**  
7,800 sq. ft. per plat/engineer; 8,084 per City analysis

**Periphery Compatibility Applicability-**

Applicable along northern side of Property against Crystal Springs where a portion of the same is juxtaposed against Shady Grove Subdivision (N.C.C. § 10-27-6.F(2))

**Periphery Compatibility Compliance-**

Achieved per engineer; according to the subdivision code section that appertains to RS7 Zones; Residential Lot Compatibility (including exemption offered by N.C.C. § 10-27-4.A.3)

**Min. Req. St. Frontage RS 7 Zone-**  
22' (N.C.C. § 10-8-6)

**Min. Allowed RS 7 Bldg. Lot Widths-**  
50' @ 20' front setback line (N.C.C. § 10-8-6)

**Min. Allowed RS 7 Bldg. Lot Depths-**  
70' (N.C.C. § 10-8-6)

**Plat Development Data/Notes:** See plat sheets

\* Note that per 10-27-4.A.3. the above standards may be deemed non-applicable to 20% of the Subdivision's building lots upon Developer request and proper plat labeling (during preliminary plat design and entitlement phase). The Applicant is using the allowance in this Plat's design as per their engineer's narrative (see attached letter).

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## FINDINGS OF FACT & NOTES REGARDING PLAT

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Platting of this Project will serve to divide the land. It must be done in accordance with state law, Nampa City Code § 10-27, Nampa City Code § 10-8, Nampa City Code § 10-33, and, in cooperation with the City's currently adopted Engineering design and specification manuals.

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

**Regarding the [new] Plat proposal, Zoning Staff finds:**

**1. Minimum Lot Areas \*:**

No issues; All building lots appear to meet or exceed minimum sizing required (80% at 7,000 sq. ft. or more, 20% at an allowed 2/5ths of 7,000 sq. ft., 2,800); the smallest building lot proposed is 5.874 sq. ft. in area...therefore, the Plat is deemed compliant in this regard; and,

\* Please note that this plat is unusual in that it represents one of the few times that a developer has taken advantage of a section of subdivision code that has been on the books for about a decade. The referred to code section was recently revised by the City upon passage by Council of Ordinance No. 4159 on January 20, 2015. The code as amended is [hereafter] cited as follows:

**"10-27-4: SPECIAL SUBDIVISIONS AND DEVELOPMENTS:**

**A. Infill Homes/Lots, Condos, Townhouses, Urban Neo-traditional, Planned Unit And Other "Special" Developments:**

...

3. Reduced Sized Lot in RS Districts: Within a subdivision developed in a RS Zone, building lots sized below normal minimum required size (termed "infill lots") may be developed in accordance with the standards listed hereafter. Detached homes built on said lots are termed "infill homes" -- though they might not be smaller than homes on regular sized lots in the same development. Furthermore, two-unit townhouses may be allowed without requiring a Conditional Use Permit to pre-authorize emplacement of the same in a subdivision, in accordance with the standards listed hereafter:

a. The number of infill home or townhouse units does not comprise more than twenty percent (20%) of a subdivision if the same subdivision will also contain detached single-family dwelling units. The homes or units may be grouped together in a subdivision or spread out amongst other lots.

b. The future locations of infill home or townhouse dwelling lots are designated on the preliminary plat.

c. Common party walls shall be constructed in accordance with the current building code adopted by the city of Nampa. Townhouses shall be developed in accordance with regulations found in section 10-8-3 of this title.

d. The minimum lot size per individual infill home or each two-unit townhouse shall be at least two-fifths ( $\frac{2}{5}$ ) that normally required in the RS zone within which the residential structure is proposed. (For example, the minimum lot size for 1 unit of a 2-unit townhouse in an RS6 zone shall be 2,400 square feet according to that standard.)

e. Reduced lots shall not be factored into the subdivision minimum lot size average requirement stated in section 10-27-6(F)(2)(a).

f. Front, side and rear yard setbacks, pertaining to infill home or townhouse building lot(s), shall be per pertinent district standards. The side setbacks between two (2) adjoining infill homes may be reduced below pertinent district standards, provided that the relevant plat also notes a one hour protective, fire resistant easement will be between the building envelopes of those future infill homes and a building envelope is shown to identify what separation between the two (2) units will be. Thus, this standard is applicable if the two (2) future infill homes will not be attached like townhouses yet are proposed to be located closer than three feet (3') to the intervening, interior property line between them. Otherwise the side setback between two (2) adjoining, but not abutting, infill homes shall be a minimum of five feet (5') (10 feet total) on either side of the property line separating the two (2) units.

The city council may further approve reductions in required setbacks for special developments during review of a plat wherein the units will be located. In such cases, the following conditions shall apply:

(1) In no case shall garages or carports be allowed closer than twenty feet (20') to the street giving access to a lot, although, the living space (non-parking) part of the home may be closer than twenty feet (20') to the street.

(2) If the council approves reduced setbacks in the plat review stage, then building envelopes reflecting council's allowances shall be depicted on the final plat.

(3) Any "developer proposed" building envelopes be depicted on preliminary plats where possible, and as noted above, if approved, be likewise noted on final plats (or portions of final plats where the provision for dwelling units was made).

(4) Any setback area waived via de facto variance approval given by the council during plat review be transferred to another part of the plat in equal measure. Such space shall be made into usable open space dedicated for use by "special" development lots in the subdivision."

**2. Average Lot Size:**

No issues; According to the Project engineer, the Subdivision appears to fall short of meeting the 8,000 sq. ft. minimum lot average size requirement by only providing 7,800 sq. ft. as applied to those lots that are required to be evaluated (80% of the building lots in this case). However, Staff calculates the 18 lots (fractions dropped re: # of analyzed lots) subject to the averaging rule to have an average of 8,084 sq. ft.). Therefore, the Plat is deemed compliant in this regard; and,

**3. Lot Compatibility:**

No issues; The Subdivision appears to meet or exceed cross subdivision boundary minimum lot sizing required (10,000 sq. ft.) which applies to Lots 8-11 of Block 1 only given the use of the 20% exception rule and the positioning of a portion of those exempted lots (Lots 12-16) against neighboring lots in Crystal Springs; therefore, the Plat is deemed compliant in this regard; and,

**4. Landscaping:**

A landscape plan was submitted for the Project. Per the plan, common areas (including along Chicago Street are proposed to be landscaped. Landscaping layout, material(s), and quantity of elements appear to substantially meet code requirements. Landscape plan revisions are/will be required based on City Forester comments; and,

**6. Internal Street Design:**

City Engineering has deemed the proposed street sections and design acceptable; and,

**7. Path/Trailway(s):**

Neither the Parks Department nor our long range planning Staff has noted the need for a pathway in association with Project build-out. The Applicant is proposing a singular, internal micro-path between Lots 37 and 39 to connect the Subdivision to the Stoddard Trail walking path to the west of the Project; and,

**8. Misc./Correspondence:**

Any correspondence from agencies or the citizenry regarding the Project is hereafter attached to this report as already noted above. Agency comments are primarily geared towards recommending conditions for the Project should it be approved.

Staff does not fully object to the requested exceptions (termed Variances) to the Project save to note that by employing the 20% rule, the Developer is already getting a reduction in minimum lot size for some lots which do not have to be factored into lot averaging either...

**Public/Agency/City Department Comments:**

Any correspondence from agencies or the citizenry regarding this application package [received by noon April 06, 2016] is hereafter attached. Staff has not received commentary from any surrounding property owners or neighbors either supporting or opposing this request.

- a. City Engineering has no objection(s) to the requested, revised Project (see attached comments authored by Daniel Badger) – 1 page memorandum dated April 05, 2016; and,
- b. City Engineering GIS Section has no objection(s) to the requested, revised Project (see attached comments authored by Amanda Morse) but have (a) requirement(s) related to the same – 1 page memorandum dated March 21, 2016; and,
- c. The City Forester has no objection(s) to the requested, revised Project (see attached comments authored by Tanya Gaona) but have (a) requirement(s) related to the same – 1 page email printout dated April 01, 2016; and,
- d. The Parks Department has no objection(s) to the requested, revised Project (see attached comments authored by Cody Swander) – 1 page email printout dated March 04, 2016; and,
- e. The Planning and Zoning Department (Long Range Planning) has no objection(s) to the requested, revised Project (see attached comments authored by Karla Nelson) – 1 page memorandum dated March 29, 2016; and,
- f. The Nampa Highway District has no objection(s) to the requested, revised Project (see attached comments authored by Daniel Badger) – 1 page memorandum March 02, 2016; and,
- g. The Nampa and Meridian Irrigation District has no objection(s) to the requested, revised Project (see attached comments authored by Greg Curtis) but have (a) requirement(s) related to the same – 1 page letter dated March 29, 2016; and,
- h. Code Enforcement has no objection(s) to the requested, revised Project (see attached comments authored by Marlen Salinas – 1 page email printout dated February 25, 2016); and,
- i. The Nampa Building Department has no objection(s) to the requested, revised Project (see attached comments authored by Neil Jones – 1 page email printout dated March 02, 2016)...

**Note:**

Any relevant recommended requirements alluded to above will be manifest in the recommended Conditions of Approval presented by Staff in this report hereafter...

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## RECOMMENDED CONDITION(S) OF APPROVAL

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Should the Planning Commission vote to recommend to the City Council that they approve the requested Project related Development Agreement Modification(s) as desired by the Applicant, then Staff would recommend that the Commission consider suggesting to the Council that they impose the following Conditions of Approval on/to the Project/Applicant:

**I. As pertaining to the request for **Development Agreement Modification Approval:****

**Generally:**

1. Applicant(s) shall comply with all applicable requirements [including obtaining proper permits – like a Building Permit, etc.] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire, Building, Planning and Zoning and Engineering Departments/Divisions, etc.) as the entitlements granted by virtue of the City's approvals of the requested Development Agreement Modification(s) do not, and shall not have, the affect of abrogating requirements from those agencies in connection with [re]entitlement of the Property; and,

**Specifically:**

2. That the Applicant, as Owner/Developer, [shall] enter into a Modified Development Agreement with the City of Nampa. The Agreement(s) shall contain such conditions, terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as contemplated by the Applicant and agreed to and conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Applicant's request for the Property plat development plan be reconfigured [still to be used for residential housing development in a RS 7 Zone] versus its original entitlement(s). Inclusively, the Agreement shall contain any/the concept development plans proposed by virtue of this application submittal as ultimately accepted, or accepted with required changes, by the City's Council...

Should the Commission vote to approve the Amended/Revised Preliminary Plat Approval request for a portion thereof, then Staff would recommend that the Commission consider imposing the following Conditions of Approval against their plat approval:

**II. As pertaining to the request for **Amended/Revised Preliminary Plat Approval:****

**Generally:**

1. Applicant(s) shall comply with all applicable requirements [including obtaining proper permits – like a Building Permit, etc.] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire, Building, Planning and Zoning and Engineering Departments/Divisions) as the entitlements granted by virtue of the City's approvals of the requested Annexation, Zoning and Preliminary Plat do not, and shall not have, the affect of abrogating requirements from those agencies in connection with entitlement of the Property; and,

**Specifically:**

2. The Developer/Development shall comply with all requirements imposed by City agencies involved in the review of this matter including, specifically the following:

- a. Developer/Development shall comply with the requirement(s) listed in the City Engineering GIS Section's one (1) page memorandum dated March 21, 2016 (copy hereto attached authored by Amanda Morse); and,
  - b. Developer/Development shall comply with the requirement(s) listed in the City Forester's one (1) page email printout (copy hereto attached) dated April 01, 2016 authored by Tanya Gaona; and,
  - c. Developer/Development shall comply with the requirement(s) listed in the Nampa and Meridian Irrigation District's one (1) page letter (copy hereto attached) dated March 29, 2016 authored by Greg Curtis; and,
3. The water system for the Development shall be completely installed and able to deliver water prior to any Building Permits being issued within the development. The water shall be sufficient in volume and pressure to provide sufficient adequate fire suppression for the development in accordance with Fire Department policy or International Fire Code requirements as applicable; and,
  4. Developer's engineer shall correct any spelling, grammar, punctuation and/or and numbering errors that may be evident on the Plat face and/or in the proposed Plat development notes and include said corrections in a revised preliminary Plat. Such corrections/additions shall include, but not be limited to, the following:
    - a. Within the plat notes section, add a note as follows: "Building lots below 7,000 sq. ft. in size are City approved based on provisions, restrictions and conditions cited in N.C.C. § 10-27-4.A.3. and in conjunction with Shady Grove Subdivision"; and,
    - b. Inscribe upon on Lots 12-16 & 28-29 of Block 1 a reference back to the new plat note created in conformance with approval condition 4.a. above to facilitate identification of building lots affected by N.C.C. § 10-27-4.A.3; and,
  5. Any exceptions to City adopted subdivision design standards (e.g., common driveway lot usage count & easement dimensions) shall/will require separate design [exception] approval from the City Engineer or City Council as appropriate...

**Note:** Necessarily, any plat [re]approval's ability to be of force and effect is made contingent on, in this case, the Development Agreement Modification request being [ultimately] approved by the Council...

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## ATTACHMENTS

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- Copy of Applicant's representative's Project narrative [letter] (pages/Exhibits 9-10)
- Copy of Vicinity Map (page/Exhibit 11)
- Copy of Development Agreement Modification Application (page/Exhibit 12)
- Copy of Subdivision Application Form (pages/Exhibits 13-14)
- Copy of aerial photos (with zoning districts shown on one (pages/Exhibits 15-16)
- Copy of amended/revised preliminary plat page (page/Exhibit 17)
- Copy of property legal description annotation (page/Exhibit 18)
- Copy of 2007 Development Agreement for Shady Grove (pages/Exhibits 19-40)
- Copy of preliminary plat notice agency/department distribution list (page/Exhibit 41)
- Copy of [responding] agency correspondence (pages/Exhibits 42-51)

February 10, 2016

Mr. Robert Hobbs  
City of Nampa Planning & Zoning  
411 3<sup>rd</sup> St. N.  
Nampa, ID

RE: Shady Grove Place Preliminary Plat Amendment Application

Dear Robert:

We are submitting this application for a preliminary plat amendment for Shady Grove Place Subdivision. The requested amendment is to revise the plat layout to take advantage of the 20% reduced lot size allowance that the City has added to the Subdivision Ordinances since our original application and approval. The original approved preliminary plat included 32 building lots. This amended pre-plat includes 37 building lots. Pursuant to this application for amending the preliminary plat, we are requesting the following exceptions, variances and revisions:

PRELIMINARY PLAT:

1. Approve exception to allow for a 50' wide Standard Local (2) Street. Existing 19<sup>th</sup> St is constructed with a 50' right-of-way width and attached sidewalks. This subdivision will contain less than 40 building lots. We would like to maintain this roadway width with 5' attached sidewalks throughout the project and then transition to the 4' wide detached sidewalk standard at Chicago Street.
2. Approve a variance to allow for an average lot size of 7,800 sq. ft. per the 20%-60%-20% formula. This average lot size will still be consistent with the adjoining R-6 Crystal Springs Subdivision lot sizes.
3. Approve exception to allow for 5 residential lots to take access from the common driveway shown on the amended plat. Lots 25,26,28 and 29 will take access from this common driveway. We would also like to include Lot 24 in the common driveway, which does have public street frontage, but would be better served taking access from the common driveway due to lot configuration.
4. Approve reducing the utility easement width along the exterior subdivision boundaries to 10 feet in width. We do not anticipate having any utilities placed within these easement areas.

DEVELOPMENT AGREEMENT:

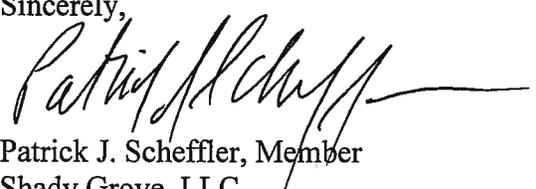
1. Delete item #2 in Exhibit "C", Conditions of Approval. This condition required the owner to participate in the construction of an Iowa St parallel relief trunk sewer. The Nampa City Council in their May 4, 2009 Council meeting granted Shady Grove Place

the remainder of the existing trunk sewer capacity that became available with the expiration of the Lava Falls pre-plat. Therefore, this condition is no longer applicable to this project.

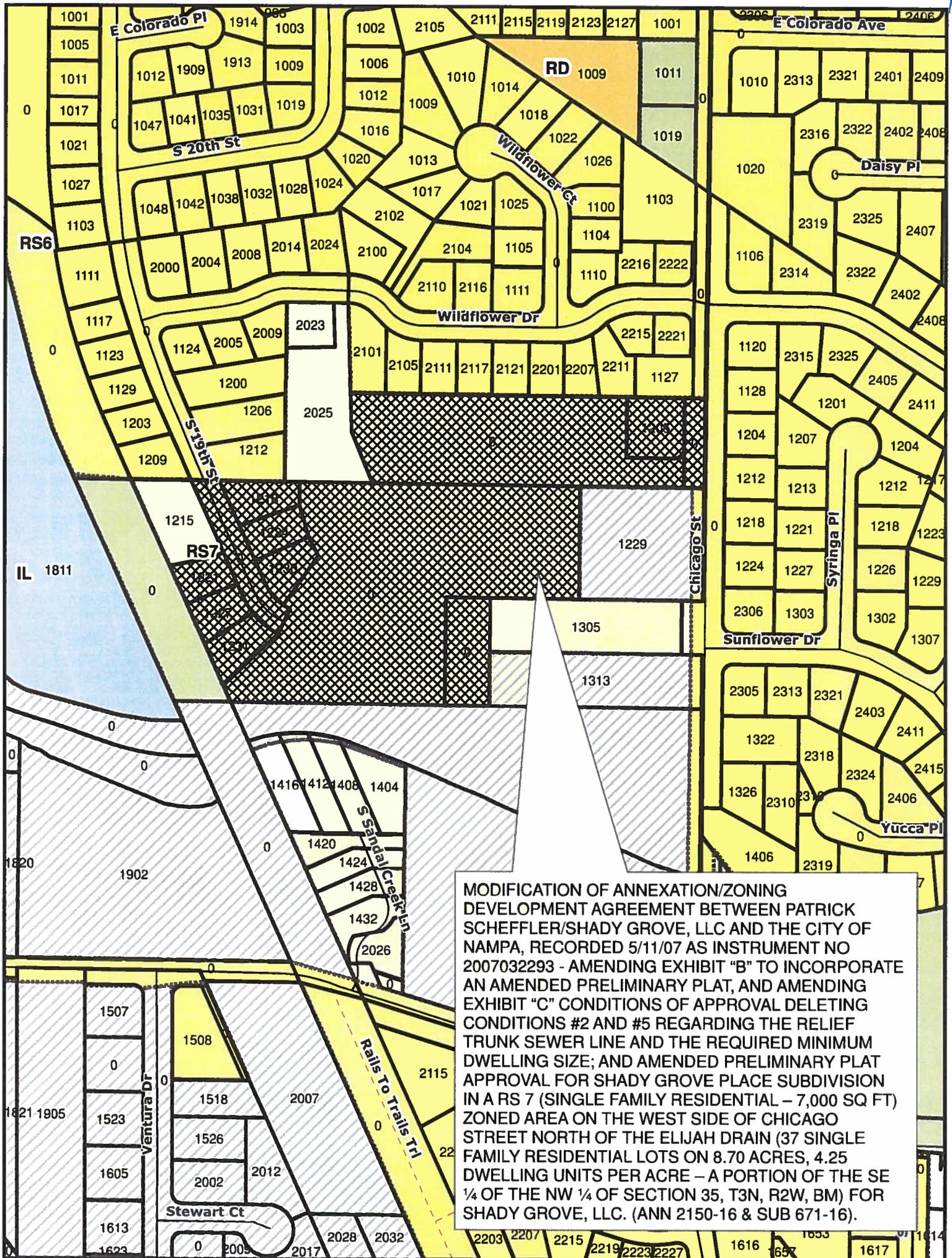
2. Amend item #5 in Exhibit "C", Conditions of Approval to allow for a minimum floor area of 1,400 feet, exclusive of the garage area with one thousand two hundred (1,200) square feet on the main story of a 2-story home. This would be consistent with existing home sizes in the adjacent Crystal Springs development. We have consulted with several home builders and they recommended that this is necessary in order to build affordable homes on these lots in this particular neighborhood.

Thank you for your consideration in these requested amendments.

Sincerely,



Patrick J. Scheffler, Member  
Shady Grove, LLC



**MODIFICATION OF ANNEXATION/ZONING DEVELOPMENT AGREEMENT BETWEEN PATRICK SCHEFFLER/SHADY GROVE, LLC AND THE CITY OF NAMPA, RECORDED 5/11/07 AS INSTRUMENT NO 2007032293 - AMENDING EXHIBIT "B" TO INCORPORATE AN AMENDED PRELIMINARY PLAT, AND AMENDING EXHIBIT "C" CONDITIONS OF APPROVAL DELETING CONDITIONS #2 AND #5 REGARDING THE RELIEF TRUNK SEWER LINE AND THE REQUIRED MINIMUM DWELLING SIZE; AND AMENDED PRELIMINARY PLAT APPROVAL FOR SHADY GROVE PLACE SUBDIVISION IN A RS 7 (SINGLE FAMILY RESIDENTIAL – 7,000 SQ FT) ZONED AREA ON THE WEST SIDE OF CHICAGO STREET NORTH OF THE ELIJAH DRAIN (37 SINGLE FAMILY RESIDENTIAL LOTS ON 8.70 ACRES, 4.25 DWELLING UNITS PER ACRE – A PORTION OF THE SE ¼ OF THE NW ¼ OF SECTION 35, T3N, R2W, BM) FOR SHADY GROVE, LLC. (ANN 2150-16 & SUB 671-16).**



**DEVELOPMENT AGREEMENT** 12  
**APPLICATION FOR AMENDMENT OF ~~ZONING ORDINANCE OR MAP~~**  
 City of Nampa, Idaho

2/12/16 RE

ANN 2150-16

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of \$406.00 (for 1 acre or less), and \$811.00 (for more than 1 acre) for a map amendment; or \$213.00 for a text amendment.

Name of Applicant/Representative: PATRICK J. SCHEFFLER Phone: 208-870-9955  
 Address: 2097 WHITE PINE LN City: BOISE State: ID Zip Code: 83706  
 Applicant's interest in property: (circle one) Own Rent Other \_\_\_\_\_  
 Owner Name: SHADY GROVE LLC Phone: 208-870-9955  
 Address: 2097 WHITE PINE LN City: BOISE State: ID Zip Code: 83706

Address of subject property: 1200 BLOCK, CHICAGO ST., NAMPA, ID

Is a copy of one of the following attached? (circle one) Warranty Deed Proof Of Option Earnest Money Agreement.

**Subject Property Information**

(Please provide one form of the following REQUIRED DOCUMENTATION to complete the amendment):

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

Subdivision \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_

**Project Description**

State the zoning desired for the subject property: PA. MOD. (PER ATTACHED LETTER)

State (or attach a letter stating) the zoning amendment desired, text or map, and the reason for the change, together with any other information considered pertinent to the determination of the matter. In the case of a text amendment please attach the full text of the proposed amendment.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Dated this 19th day of FEBRUARY, 20 16

Patrick Scheffler  
 Signature of applicant

**NOTICE TO APPLICANT**

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

**For Office Use Only:**

File Number: REZ - 20 \_\_\_\_\_ Project Name: MOD OF D.A. FOR SHADY GROVE  
ANN 2150-16 SUB

**A. GENERAL INFORMATION**

Subdivision Name SHADY GROVE PLACE  
 Total Acres 8.70  
 Intended Land Uses Circle (residential, single-family, multi-family, commercial, industrial)  
 Property Address(es) 1200 BLOCK OF CHICAGO ST.  
 Legal Description SE 1/4, NW 1/4, S. 35, T. 3N, R. 2W. BM  
 Canyon County Parcel Account Number(s) R3238901000 & R3237500000  
 Existing Zoning. (Circle one) RA  RSM RD RML RMH RP BN CB BC BF IP IL IH AG  
 (County Zoning) \_\_\_\_\_

**B. OWNER/ APPLICANT INFORMATION**

**Owner of Record**

Name	SHADY GROVE, LLC ATTN: PATRICK SCHEFFLER
Address	2097 WHITE PINE LN.
City	BOISE, ID
State	ID, 83706
Telephone	208 - 870 - 9955
Email	pscheffler@idahosurvey.com
Fax	208 - 884 - 5399

**Applicant**

Name	(SAME)
Address	
City	
State	
Telephone	
Email	
Fax	

**Engineer/Surveyor/Planner**

Name	IDaho SURVEY GROUP, PATRICK SCHEFFLER, PLS
Address	1450 E. WATER TOWER ST #130
City	MERIDIAN
State	ID, 83642
Telephone	208 - 846 - 8570
Email	pscheffler@idahosurvey.com
Fax	208 - 884 - 5399

<b>C. SUBDIVISION INFORMATION</b>		
<b>Lot Types</b>	<b>Number of Lots</b>	<b>Acres</b>
Residential	37	8.11
Dwelling units per acre (gross /net)		
Commercial		
Industrial		
Common (Landscape, Utility, Other)	4	0.59
Open Space		
Total	41	8.70

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

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

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

**I understand:**

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

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

Signature  Date 2/09/16

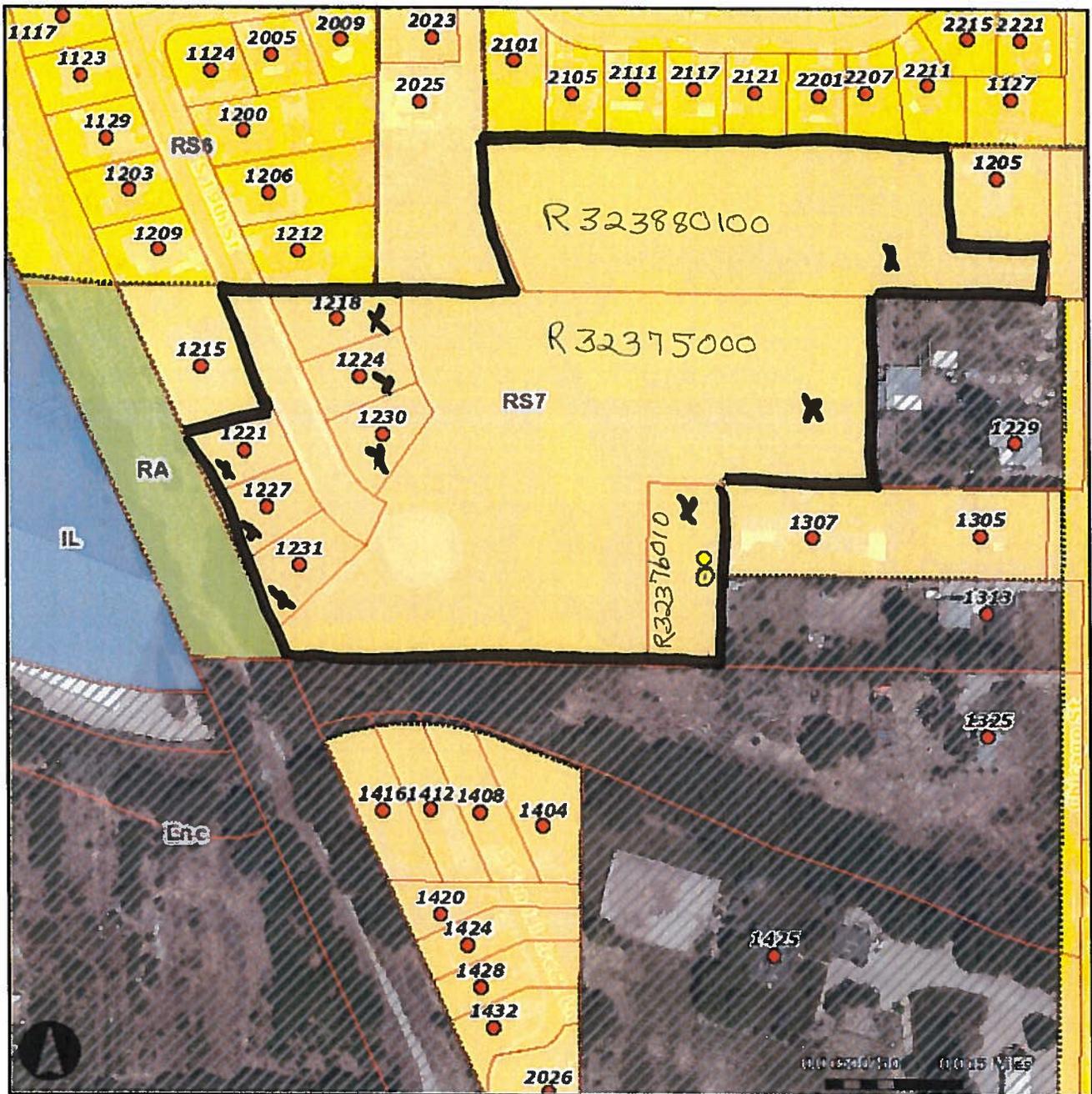
**For City Office Use Only**

FEE \$: \_\_\_\_\_ CASH: \_\_\_\_\_ CHECK: \_\_\_\_\_ RECEIPT NO.: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_ RECEIVED BY: \_\_\_\_\_ HEARING DATE: \_\_\_\_\_

# Map

ES



Address Points

- Active
- Hold
- Proposed
- Retired
- Other

County Parcels

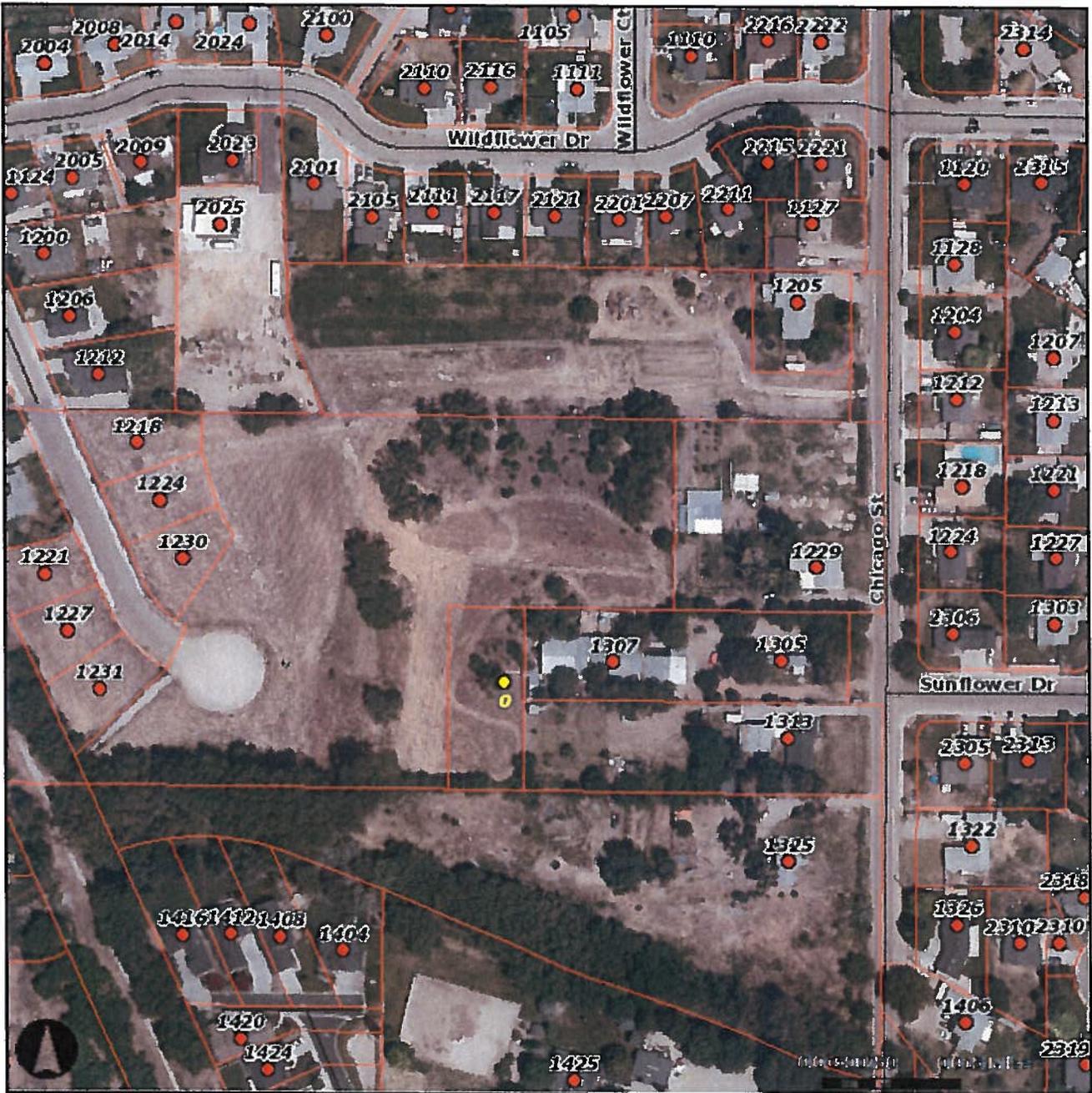


Floodplain

- 0.2 PCT ANNUAL CHANCE FLOOD HAZARD,
- A, AE, AH, AO
- AE, FLOODWAY

16

# Map



### Address Points

- Active
- Hold
- Proposed
- Retired
- Other

### County Parcels



### Floodplain

- 0.2 PCT ANNUAL CHANCE FLOOD HAZARD,
- A, AE, AH, AO
- AE, FLOODWAY



18

**Sylvia Mackrill**

---

**From:** Patrick Scheffler <pscheffler@idahosurvey.com>  
**Sent:** Tuesday, February 23, 2016 12:04 PM  
**To:** Sylvia Mackrill  
**Subject:** RE: Shady Grove Subdivision

That is the case. 1205 Chicago is not part of the prelim. plat, but we are still required to make street frontage improvements in the public right-of-way fronting 1205 per original approvals.

Patrick Scheffler



**IDAHO  
SURVEY  
GROUP**

1450 East Watertower St.  
Suite 130  
Meridian, Idaho 83642  
**Phone** (208) 846-8570  
**Fax** (208) 884-5399

---

**From:** Sylvia Mackrill [mailto:mackrill@cityofnampa.us]  
**Sent:** Tuesday, February 23, 2016 9:12 AM  
**To:** Patrick Scheffler  
**Subject:** Shady Grove Subdivision

Patrick,  
I notice the "project site" on the Preliminary Plat includes 1205 Chicago Street, but that is not the case on the plat itself. The County shows 1205 Chicago Street under the ownership of Stephen Dibene.  
Could you confirm that 1205 S Chicago should not be included in the plat.  
Thanks

Sylvia Mackrill  
City of Nampa Planning Department  
208-468-5484  
mackrill@cityofnampa.us

Notice: All communication transmitted within the City of Nampa Email system may be a public record and may be subject to disclosure under the Idaho Public Records Act (Idaho Code 74-101 et seq.) and as such may be copied and reproduced by members of the public. In addition, archives of all City emails are generally kept for a period of two years and are also subject to monitoring and review.

INSTRUMENT NO. 007032293

INSTRUMENT NO. 2010003327

ORDINANCE NO. 3695

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING AND ZONING RS-7 APPROXIMATELY 1.37 ACRES OF REAL PROPERTY LOCATED ON THE WEST SIDE OF CHICAGO STREET SOUTH OF WILDFLOWER DRIVE SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA; CHANGING THE ZONE IDENTIFICATION SO AS TO REZONE APPROXIMATELY 9.01 ACRES OF REAL PROPERTY LOCATED ON THE WEST SIDE OF CHICAGO STREET SOUTH OF WILDFLOWER DRIVE FROM RA TO RS-7 SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NAMPA, IDAHO:

Section 1: That the following described real property consisting of approximately 1.37 acres located on the west side of Chicago Street south of Wildflower Drive, and all thereof, be, and the same is hereby, annexed and made a part of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to-wit:

See Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full.

Section 2: That the real property so annexed, as described in Exhibit A above, shall be zoned RS-7.

Section 3: That the following described real property consisting of approximately 9.01 acres located on the west side of Chicago Street south of Wildflower Drive, and all thereof, which has been until this date zoned RA be, and the same is hereby, rezoned RS-7, and the use district or zone changed to RS-7, which said property so rezoned is described as follows, to wit:

See Exhibit B attached hereto and incorporated herein by this reference.

Property Address: West side of Chicago Street, South of Wildflower Drive

Section 4: That this annexation, zone and rezone ordinance is subject to and limited by that certain Development Agreement entered into between the parties.

Section 5: That the City Engineer is hereby directed to alter and change the Use and Area Map of the City of Nampa, Idaho, to comply with this Ordinance.

Re-record Ordinance with the correct legal

RECORDED  
2007 MAY 11 AM 9 57  
WILLIAM H. HURST  
CANYON CNTY RECORDER  
REQUEST NAMP A CITY OF  
TYPE Ordinance

2007032293

20

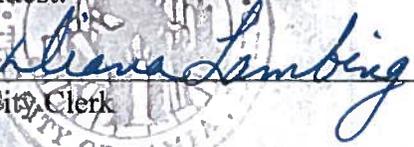
PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 7th DAY OF  
May, 2007.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 7th DAY OF  
May, 2007.

Approved:

By   
Mayor

Attest:

  
City Clerk



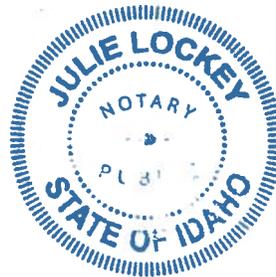
State of Idaho )

Canyon County )

On this 7th day of May, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Dale and Diana Lambing known to be the Mayor and City Clerk, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

In Witness Thereof, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

Julie Lockey  
Julie Lockey  
Residing at: Nampa, Canyon County, Idaho  
My Commission Expires: 05/11/2011



**EXHIBIT "A"**

**Description for Annexation & Rezone to RS7  
Shady Grove Place Subdivision  
Corrected 12-14-09**

Being a parcel of land located in the Southeast 1/4 of the Northwest 1/4 of Section 35, Township 3 North, Range 2 West, B.M., Canyon County, Idaho, more particularly described as follows: Commencing at a railroad spike marking the Northeast corner of the Northwest 1/4 of Section 35, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, from which a brass cap monument marking the Northwest corner of said Section 35 bears North 89°17'55" West, 2659.58 feet; Thence South 00°39'21" West, 1320.10 feet along the East line of the Northeast 1/4 of the Northwest 1/4 of the aforesaid Section 35 to a brass cap monument marking the Center North 1/16 corner of said Section 35; Thence South 00°38'33" West, 195.13 feet along the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 35; Thence North 89°20'32" West, 25.00 feet to the intersection with the West right-of-way of Chicago Street and the **REAL POINT OF BEGINNING.**

Thence along said West right-of-way South 00°38'33" West, 173.88 feet to a point;

Thence North 89°20'52" West, 218.52 feet;

Thence South 00°34'00" West, 219.00 feet;

Thence North 89°20'52" West, 260.37 feet;

Thence South 00°38'33" West, 210.00 feet;

Thence North 89°20'52" West, 416.75 feet to the intersection with the easterly line of the abandoned Union Pacific Railroad right-of-way;

Thence along said easterly line North 24°17'46" West, 473.15 feet to the Southwest corner of Crystal Springs Subdivision No. 2 as filed in Book 22 of Plats at Page 19, official records of Canyon County, Idaho;

Thence along the South line of said Crystal Springs Subdivision No. 2 South 89°20'52" East, 298.81 feet to the Southeast corner thereof;

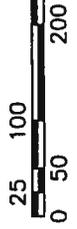
Thence continuing South 89°20'52" East, 171.35 feet;

Thence North 22°15'26" West, 107.59 feet;

Thence North  $01^{\circ}29'26''$  West, 74.90 feet to the Southwest corner of Crystal Springs Subdivision No. 1 as filed in Book 21 at Page 26, official records of Canyon County, Idaho;

Thence along the South boundary of said Crystal Springs Subdivision No. 1 South  $89^{\circ}20'32''$  East, 555.29 feet to the Southeast corner thereof;

Thence continuing South  $89^{\circ}20'32''$  East, 114.06 feet to the **REAL POINT OF BEGINNING**. Contains an area of 9.01 acres, more or less.



SCALE: 1" = 200'

**OWNER**

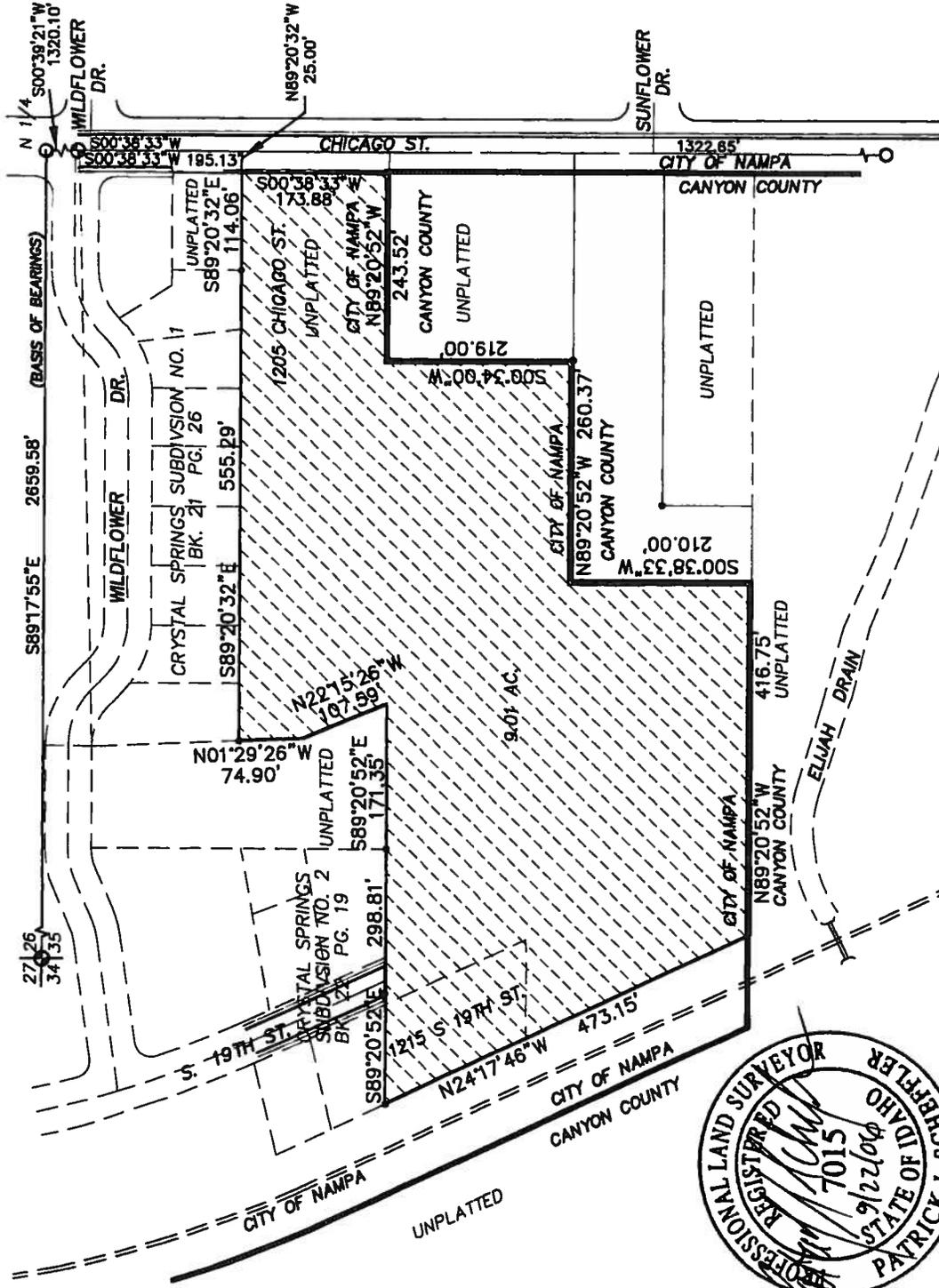
SHADY GROVE, LLC  
967 E. PARKCENTER BLVD #262  
BOISE, IDAHO 83706  
PHONE: (208) 870-9955  
FAX: (208) 884-5399

**PLANNER**

SHAWN NICKEL  
SLN PLANNING INC.  
148 N. 2ND ST.  
EAGLE, IDAHO 83616  
PHONE: (208) 939-3812  
FAX: (208) 938-5873

**SURVEYOR**

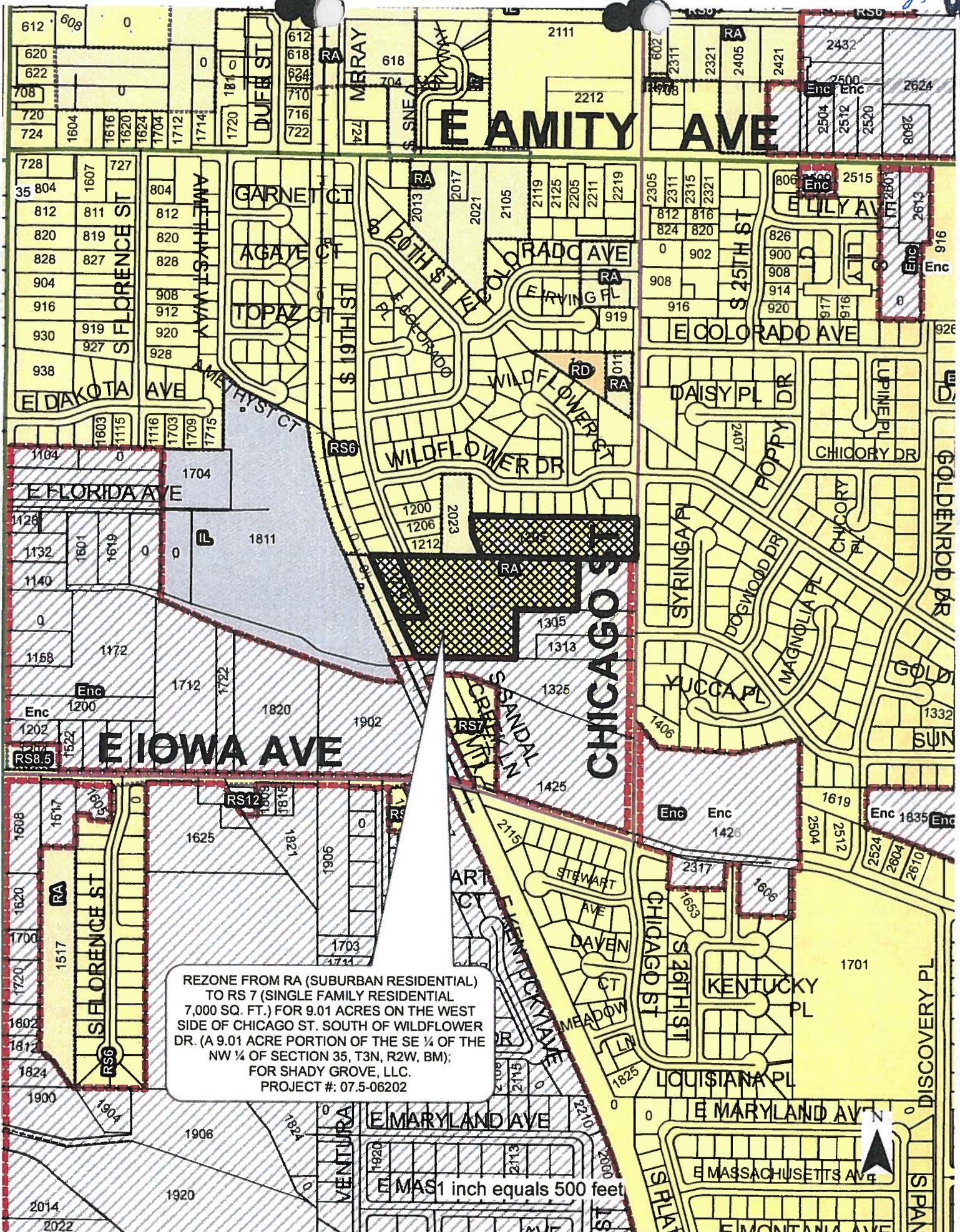
PATRICK SCHEFFLER, PLS  
IDAHO SURVEY GROUP, P.C.  
1450 E. WATERTOWER ST.,  
SUITE 150  
MERIDIAN, IDAHO 83642  
PHONE: (208) 846-8570  
FAX: (208) 884-5399  
EMAIL: pscheffler@idahosurvey.com



SCALE: Projected UTM Zone 18 N AC 08-020-000-000-000-000 9/22/2006 1450 E. WATERTOWER ST.

<b>IDAHO SURVEY GROUP, P.C.</b> 1450 E. WATERTOWER ST. SUITE 150 MERIDIAN, IDAHO 83642 (208) 846-8570	<b>EXHIBIT FOR</b> <b>CITY OF NAMPA REZONE TO RS7</b> <b>SHADY GROVE PLACE SUBDIVISION</b>		<b>JOB NO.</b> 06-230
	LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 35, T.3N., R.2W., B.M., CANYON COUNTY, IDAHO		<b>SHEET NO.</b> 1 OF 1
			<b>DWG. DATE</b> 9-20-06

29



REZONE FROM RA (SUBURBAN RESIDENTIAL)  
 TO RS 7 (SINGLE FAMILY RESIDENTIAL  
 7,000 SQ. FT.) FOR 9.01 ACRES ON THE WEST  
 SIDE OF CHICAGO ST. SOUTH OF WILDFLOWER  
 DR. (A 9.01 ACRE PORTION OF THE SE ¼ OF THE  
 NW ¼ OF SECTION 35, T3N, R2W, BM);  
 FOR SHADY GROVE, LLC.  
 PROJECT #: 07.5-06202

1 inch equals 500 feet



**Description for Annexation & Rezone to PS7  
1305 Chicago Street, Nampa, ID.**

26

Being a parcel of land located in the Southeast 1/4 of the Northwest 1/4 of Section 35, Township 3 North, Range 2 West, B.M., Canyon County, Idaho, more particularly described as follows: Commencing at a railroad spike marking the Northeast corner of the Northwest 1/4 of Section 35, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, from which a brass cap monument marking the Northwest corner of said Section 35 bears North  $89^{\circ}17'55''$  West, 2659.58 feet; Thence South  $00^{\circ}39'21''$  West, 1320.10 feet along the East line of the Northeast 1/4 of the Northwest 1/4 of the aforesaid Section 35 to a brass cap monument marking the Center North 1/16 corner of said Section 35; Thence South  $00^{\circ}38'33''$  West, 588.01 feet along the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 35; Thence North  $89^{\circ}20'32''$  West, 25.00 feet to the intersection with the West right-of-way of Chicago Street and the **REAL POINT OF BEGINNING**.

Thence along said West right-of-way South  $00^{\circ}38'33''$  West, 105.00 feet to a point;

Thence North  $89^{\circ}21'27''$  West, 389.85 feet;

Thence South  $00^{\circ}38'33''$  West, 104.93 feet;

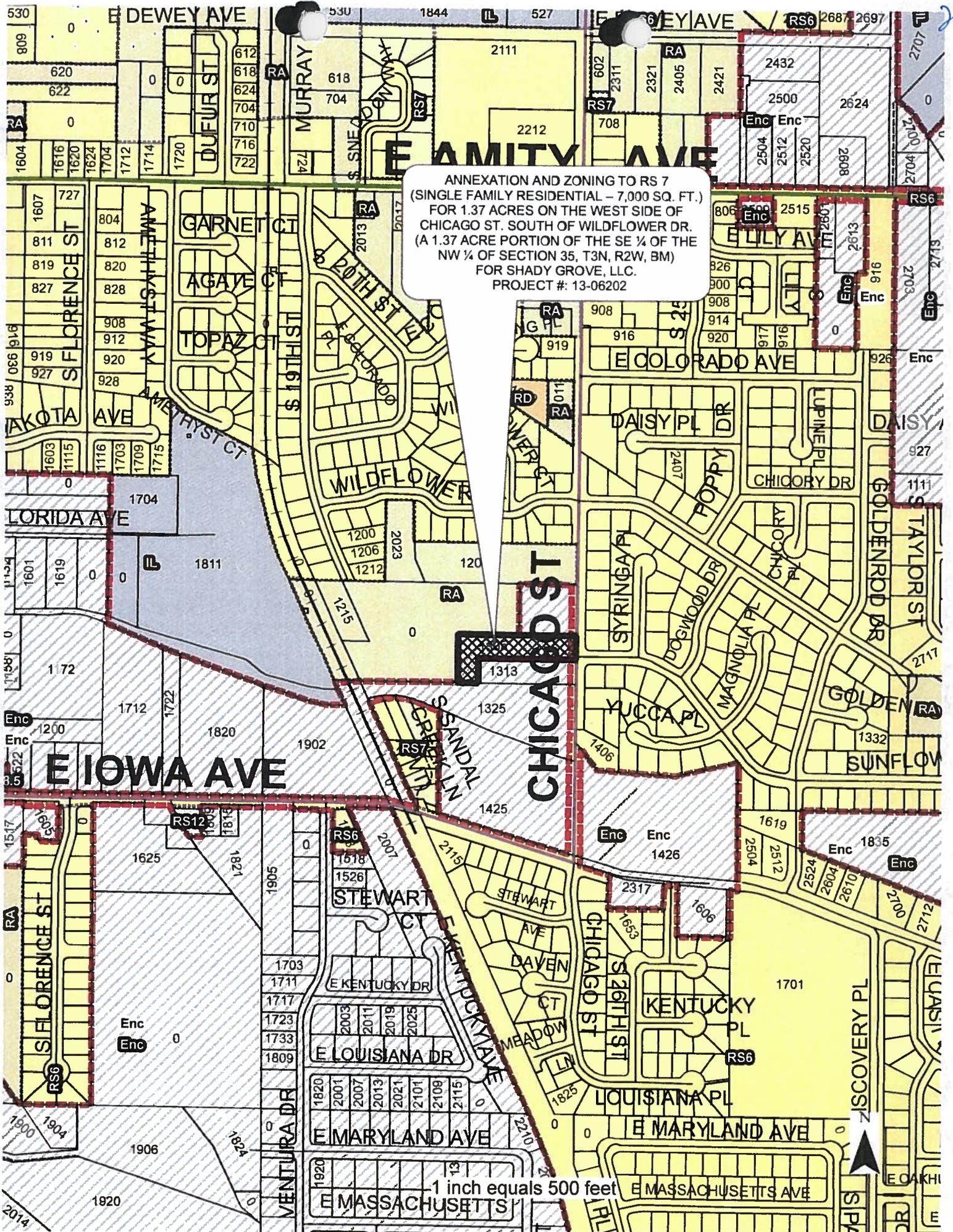
Thence North  $89^{\circ}20'52''$  West, 88.75 feet;

Thence North  $00^{\circ}38'33''$  East, 210.00 feet;

Thence South  $89^{\circ}20'52''$  East, 478.60 feet to the **REALPOINT OF BEGINNING**. Contains an area of 1.37 acres, more or less.







ANNEXATION AND ZONING TO RS 7  
(SINGLE FAMILY RESIDENTIAL - 7,000 SQ. FT.)  
FOR 1.37 ACRES ON THE WEST SIDE OF  
CHICAGO ST. SOUTH OF WILDFLOWER DR.  
(A 1.37 ACRE PORTION OF THE SE ¼ OF THE  
NW ¼ OF SECTION 35, T3N, R2W, 8M)  
FOR SHADY GROVE, LLC.  
PROJECT #: 13-06202

1 inch equals 500 feet



**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this 7<sup>th</sup> day of May, 2007 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and Shady Grove LLC, a Limited Liability Company, hereinafter referred to as "Owner/Developer and also Frank Sampaio, a separate party, hereinafter referred to as "Owner/Developer."

**RECITALS**

- A. Owner/Developer is the owner of approximately 10.38 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 September 26, 2006 for annexation of the Property (1.37 acres) into the City and for rezoning of the Property (9.01 acres) to RS7 in anticipation of the development and construction of a residential subdivision (the "Project").
- 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's City Council have held public hearings as prescribed by law with respect to the annexation, rezoning and development of the Property and this Agreement. City has approved the annexation and requested rezoning of the Property to RS7 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. The Project shall be developed in general conformance with the Conceptual Plan attached hereto as **Exhibit "B"** and made a part hereof (the "Conceptual Plan"); provided, however, that Owner/Developer shall have limited flexibility to develop the Property to meet market conditions, and the only specific commitments concerning development of the Project which Owner/Developer is making are set forth herein. Upon recordation of this Agreement, Owner/Developer shall have all approvals required from City for development of the Project in general conformance with the Conceptual Plan. The Owner/Developer further agrees that



acceptance of the conceptual plan attached hereto as Exhibit "B" shall not be construed as City endorsement of said plan as the final design of the preliminary and/or final plat to be subsequently submitted, and that acceptance of the conceptual plan shall not preclude the City from requiring revision of the concept at the time of platting to address other planning issues and concerns, including but not limited to, the interconnectivity of streets between adjoining subdivision areas and undeveloped property, and the location of open space or parks.

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. 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. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of Owner/Developer, or each subsequent owner or each person acquiring an interest in the Property, to comply with the commitments contained herein within two (2) years after the Effective Date, and after the notice and hearing requirements of Idaho Code Section 67-6509 have been complied with by City. Provided, however, no such termination or reversal shall occur unless City provides written notice of Owner/Developer's failure to comply with the terms and conditions of this Agreement to Owner/Developer and Owner/Developer fails to cure such failure within six (6) months of Owner/Developer's receipt of such notice. The two (2) year period of time for compliance with commitments may be extended by City for good cause upon application for such extension by Owner/Developer, and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

8. Except as specifically set forth in this Agreement, the rules, regulations and 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.

9. 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.

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

11. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner/Developer and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between Owner/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 successors-in-interests or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.

12. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction.

13. This Agreement may be executed in counterparts, each of which shall constitute an original, all of which together shall constitute one and the same Agreement.

14. In the event Owner/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, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner/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 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 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.

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.

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 for any remaining lots within the development until such time as the default is cured.

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



CITY OF NAMPA

*Tom Dale*

Tom Dale, Mayor

*Diana Lambing*

Attest: Diana Lambing, City Clerk

OWNER/DEVELOPER

*Patrick J. Scheffler*

PATRICK J. SCHEFFLER  
MANAGING MEMBER  
SHADY GROVE, LLC.



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

OWNER/DEVELOPER

FRANK SAMPAIO \_\_\_\_\_,

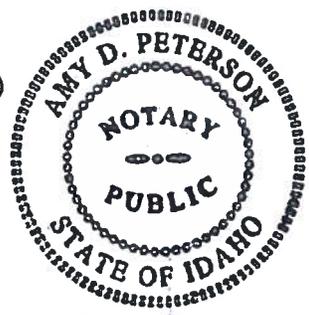
an unmarried person

By Frank Sampaio

STATE OF IDAHO )  
County of Ada ) : ss.  
~~Canyon~~ )

On this 12th day of April, 2007, before me Amy D. Peterson, a Notary Public, personally appeared Frank Sampaio, known or identified to me to be the person(s) whose name is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

(SEAL)



Amy D. Peterson  
Notary Public for Idaho  
Commission expires: 8/1/2011

35

Description for Annexation & Rezone to 37  
1305 Chicago Street, Nampa, ID.

Being a parcel of land located in the Southeast 1/4 of the Northwest 1/4 of Section 35, Township 3 North, Range 2 West, B.M., Canyon County, Idaho, more particularly described as follows: Commencing at a railroad spike marking the Northeast corner of the Northwest 1/4 of Section 35, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, from which a brass cap monument marking the Northwest corner of said Section 35 bears North 89°17'55" West, 2659.58 feet; Thence South 00°39'21" West, 1320.10 feet along the East line of the Northeast 1/4 of the Northwest 1/4 of the aforesaid Section 35 to a brass cap monument marking the Center North 1/16 corner of said Section 35; Thence South 00°38'33" West, 588.01 feet along the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 35; Thence North 89°20'32" West, 25.00 feet to the intersection with the West right-of-way of Chicago Street and the **REAL POINT OF BEGINNING**.

Thence along said West right-of-way South 00°38'33" West, 105.00 feet to a point;

Thence North 89°21'27" West, 389.85 feet;

Thence South 00°38'33" West, 104.93 feet;

Thence North 89°20'52" West, 88.75 feet;

Thence North 00°38'33" East, 210.00 feet;

Thence South 89°20'52" East, 478.60 feet to the **REALPOINT OF BEGINNING**. Contains an area of 1.37 acres, more or less.



36

**EXHIBIT "A"**

**Description for Annexation & Rezone to RS7  
Shady Grove Place Subdivision  
Corrected 12-14-09**

Being a parcel of land located in the Southeast 1/4 of the Northwest 1/4 of Section 35, Township 3 North, Range 2 West, B.M., Canyon County, Idaho, more particularly described as follows: Commencing at a railroad spike marking the Northeast corner of the Northwest 1/4 of Section 35, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, from which a brass cap monument marking the Northwest corner of said Section 35 bears North 89°17'55" West, 2659.58 feet; Thence South 00°39'21" West, 1320.10 feet along the East line of the Northeast 1/4 of the Northwest 1/4 of the aforesaid Section 35 to a brass cap monument marking the Center North 1/16 corner of said Section 35; Thence South 00°38'33" West, 195.13 feet along the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 35; Thence North 89°20'32" West, 25.00 feet to the intersection with the West right-of-way of Chicago Street and the **REAL POINT OF BEGINNING**.

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Thence North 89°20'52" West, 218.52 feet;

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Thence North 89°20'52" West, 260.37 feet;

Thence South 00°38'33" West, 210.00 feet;

Thence North 89°20'52" West, 416.75 feet to the intersection with the easterly line of the abandoned Union Pacific Railroad right-of-way;

Thence along said easterly line North 24°17'46" West, 473.15 feet to the Southwest corner of Crystal Springs Subdivision No. 2 as filed in Book 22 of Plats at Page 19, official records of Canyon County, Idaho;

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Thence continuing South 89°20'52" East, 171.35 feet;

Thence North 22°15'26" West, 107.59 feet;

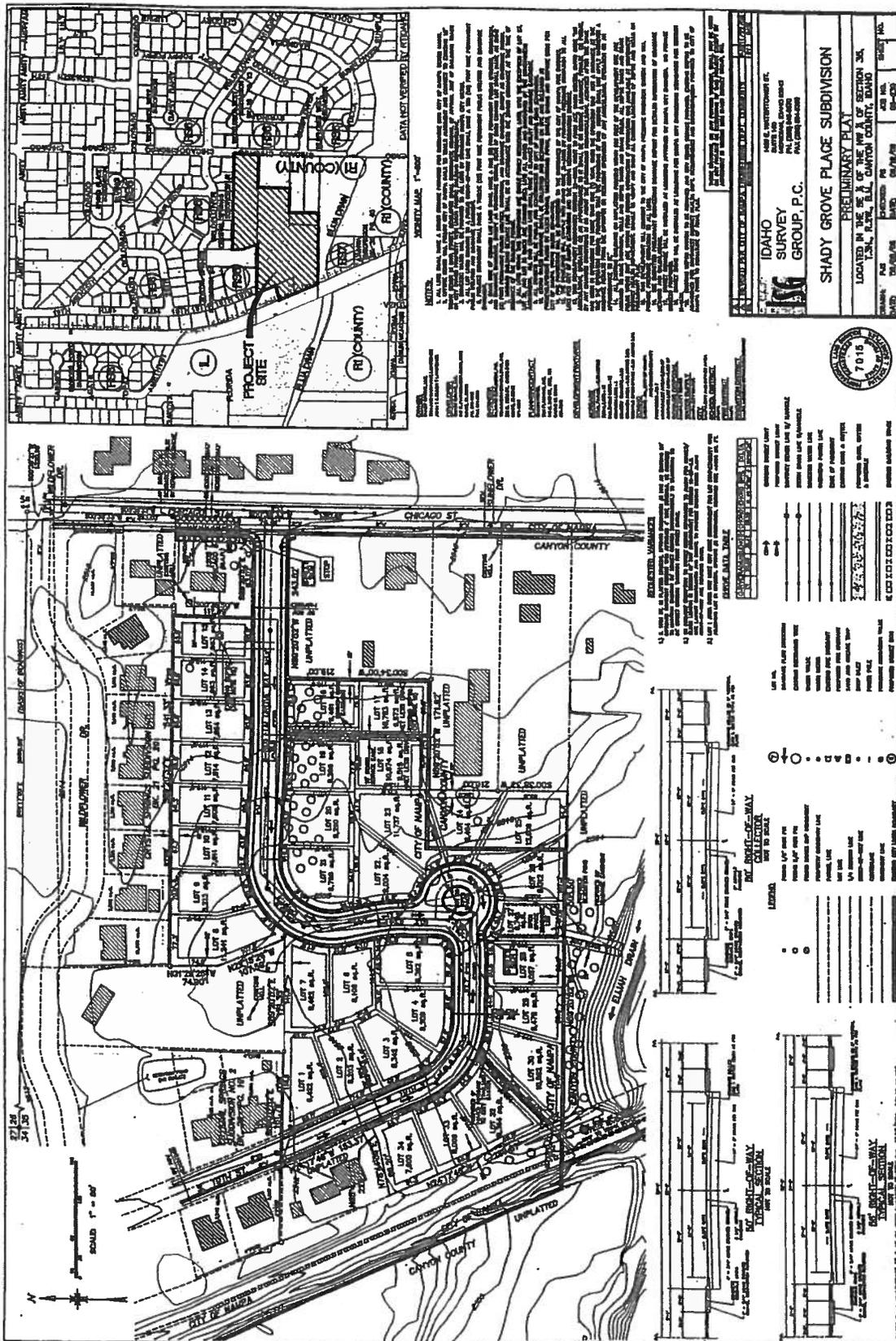
Thence North 01°29'26" West, 74.90 feet to the Southwest corner of Crystal Springs Subdivision No. 1 as filed in Book 21 at Page 26, official records of Canyon County, Idaho;

Thence along the South boundary of said Crystal Springs Subdivision No. 1 South 89°20'32" East, 555.29 feet to the Southeast corner thereof;

Thence continuing South 89°20'32" East, 114.06 feet to the **REAL POINT OF BEGINNING**. Contains an area of 9.01 acres, more or less.

# EXHIBIT "B"

## CONCEPTUAL PLAN



**IDAHO SURVEY GROUP, P.C.**  
 1000 W. WESTWIND DR.  
 BOISE, IDAHO 83725  
 TEL: (208) 333-8800  
 FAX: (208) 333-8801

**SHADY GROVE PLACE SUBDIVISION**  
 PRELIMINARY PLAN  
 LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 36,  
 T.33N., R.23E., E.L. CANYON COUNTY, IDAHO

DATE: 05/24/06  
 PREPARED BY: [Name]  
 CHECKED BY: [Name]  
 DATE: 05-23-06



**NOTES:**

1. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE CITY OF MAPLE AND THE IDAHO DEPARTMENT OF LANDS AND CONSERVATION.
2. THE PROJECT SITE IS SHOWN IN THE UPPER LEFT CORNER OF THIS PLAN.
3. THE PROJECT SITE IS SHOWN IN THE UPPER LEFT CORNER OF THIS PLAN.
4. THE PROJECT SITE IS SHOWN IN THE UPPER LEFT CORNER OF THIS PLAN.

**LEGEND:**

- UNPLATTED
- LOT 1
- LOT 2
- LOT 3
- LOT 4
- LOT 5
- LOT 6
- LOT 7
- LOT 8
- LOT 9
- LOT 10
- LOT 11
- LOT 12
- LOT 13
- LOT 14
- LOT 15
- LOT 16
- LOT 17
- LOT 18
- LOT 19
- LOT 20
- LOT 21
- LOT 22
- LOT 23
- LOT 24

**LEGEND:**

- UNPLATTED
- LOT 1
- LOT 2
- LOT 3
- LOT 4
- LOT 5
- LOT 6
- LOT 7
- LOT 8
- LOT 9
- LOT 10
- LOT 11
- LOT 12
- LOT 13
- LOT 14
- LOT 15
- LOT 16
- LOT 17
- LOT 18
- LOT 19
- LOT 20
- LOT 21
- LOT 22
- LOT 23
- LOT 24

**LEGEND:**

- UNPLATTED
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- LOT 14
- LOT 15
- LOT 16
- LOT 17
- LOT 18
- LOT 19
- LOT 20
- LOT 21
- LOT 22
- LOT 23
- LOT 24

**EXHIBIT "C"**

**CONDITIONS OF APPROVAL**

1. The Owner/Developer agree that they will not oppose the formation of a local improvement district for the construction of any infrastructure associated with the development of the Property.
2. The Owner/Developer shall be required to construct or participate in the construction of an 18" parallel relief sewer line in Iowa as detailed as Line A in the JUB study dated June 28, 2006. Reimbursement for this construction is proposed to be through the standard Sewer Construction Credit Policy.
3. Prior to the third reading of the annexation and zoning ordinance the Owner/Developer shall dedicate any additional right-of-way, as defined by the city engineer, adjacent the sides of the Property required for the ultimate build out of all adjacent public roadways.
4. Residential subdivision developments proposed by Owner/Developer on the Property shall conform to the following minimum design standards:
  - a. The average residential density for any subdivision development on the Property shall not exceed three and fifty eight hundredths (3.58) dwelling units per acre (Calculated according to the gross acreage of the development.)
  - b. The minimum allowable residential buildable lot size within any development shall be seven thousand (7,000) square feet as allowed by the RS 7 zone classification.
5. The Owner/Developer shall establish and enforce Covenants, Conditions, and Restrictions to be recorded against the Property proposed for residential subdivision development which contain the following minimum design standards for single family dwellings:
  - a. The minimum floor area or minimum dwelling size shall be one thousand six hundred (1,600) square feet, exclusive of the garage area with one thousand four hundred (1,400) square feet on the main story of a two-story home
  - b. All dwellings shall be provided with eaves which project not less than twelve (12) inches beyond the side of the exterior wall.
  - c. At least seventy-five (75) percent of the second story of two-story dwellings shall be set back a minimum of three (3) feet (from the wall plane) or set forward a minimum of two (2) feet (from the wall plane) when positioned over the garage; *or* two-story dwellings shall include architectural features such as but not limited to roof lines, belly bands, pop-outs, cantilevers, material variations, color variations, etc., and eave "eyebrows" constructed with a minimum overhang of thirty six (36) inches across the full width of the garage to break the plane of the lower and upper levels.
  - d. The roof pitches for dwellings shall be a minimum of 5/12 pitch.
  - e. Roof coverings for dwellings shall be of materials generally accepted as the industry standard. If the roof covering is asphalt shingles, shingles shall be "architectural" in style with a minimum warranty of twenty-five (25) years.

f. Elevations of dwellings shall incorporate varied wall planes or roof forms, and main entries shall be defined by incorporating architectural elements such as roof gables, dormers, stairways, vestibules, wainscoting, lighting, etc.

g. Elevations of dwellings, including the garage, shall include stucco, stone, brick, or similar material, covering at least twenty (20) percent of each façade oriented to a street.

h. Dwellings shall be encouraged which feature a side entry garage.

i. Dwellings shall include design features such as recessed windows and entrance doors, pop-outs, or other architectural details around windows, entrance doors, sliding glass doors, and garage doors. Window treatments may also include additional trim, mullions, or shutters.

j. No building elevation of any dwelling shall have less than five (5) percent of the gross wall area in glazing, excluding garage or unconditioned areas.

k. Each dwelling shall contain a front porch, balcony or courtyard.

l. Detached garages shall be architecturally compatible and consistent in material, design and colors with the dwelling and shall be situated to the side or rear of the site.

6. Developer/development shall adhere to conditions imposed on developer/development by the Planning and Zoning Commission and City Council as set forth in correspondence (with their attachments) including those dated November 30, 2006 and January 26, 2007 from the City to the developer and their engineer."

2010003327

RECORDED

2010 JAN 22 AM 11 44

WILLIAM H. HURST  
CANYON COUNTY RECORDER

BY *[Signature]*

REQUEST NAIPA CITY OF  
TYPE CONDOMINUM FEE

**Preliminary Plat – Memo Distribution Check List**

- ✓ **Engineering Department Review – Daniel Badger – Staff Engineer** - **Memo, 2 Plats, Soils, Storm Water, 2 Traffic Studies (if available).  
To Cliff to log in**
- ✓ **Patrick Sullivan - Building Dept Review** - **Memo, 1 Plat**
- ✓ **Neil Jones – Building Department Review** - **Memo, 1 Plat, Geo Soils Report**
- ✓ **Craig Tarter – GIS Department** - **Memo, 1 Plat, CD**
- ✓ **Nate Runyan – Public Works** - **Memo, 1 Plat**
- ✓ **Karla Nelson – Long Range Planner** - **Memo, 1 Plat**
- ✓ **Robin Collins – Economic Development** - **Memo, 1 Plat**
- ✓ **Eric Skoglund - Nampa Police Dept** - **Memo, 1 Plat**
- ✓ **Brent Hoskins – Nampa Fire Dept** - **Memo, 1 Plat**
- ✓ **Ray Rice – Environmental Compliance** - **Memo, 1 Plat**
- ✓ **Darrin Johnson – Nampa Parks Dept** - **Memo, 1 Plat (Rec Center mailbox)**
- ✓ **Cody Swander/Earl Moran – Parks Dept** - **Memo, 1 Plat and Landscape Plan (Parks Dept Mailbox)**
- ✓ **Don Barr - Supt – Streets/Traffic Div** - **Memo, 1 Plat, 1 Traffic Study**
- ✓ **Chris Hopper – Canyon Highway District** - **Memo, 1 Plat**
- ✓ **Director – Nampa Highway District** - **Memo, 1 Plat, 1 Traffic Study**
- ✓ **Tim Wright – SWDH** - **Memo, 1 Plat**
- ✓ **Tina Fuller – COMPASS** - **✓ E-mail – plat and general info**
- ✓ **Randy Dewey – NSD #131** - **Memo, 1 Plat**
- ✓ **Allison Westfall – NSD #131** - **Memo, 1 Plat**
- ✓ **Brent Carpenter – Brown Bus Co** - **Memo, 1 Plat**
- ✓ **Vallivue School District #139** - **Memo, 1 Plat**
- ✓ **Boise Kuna Irrigation District** - **Memo, 1 Plat**
- ✓ **Nampa Meridian Irrigation District** - **Memo, 1 Plat**
- ✓ **Pioneer Irrigation District** - **Memo, 1 Plat**
- cc: **Robert Hobbs – Assist Planning Dir** - **Memo**

NAMPA . MERIDIAN IRRIG .  
NAMPA SCHOOL DIST .  
NAMPA HWY DIST .



# City of Nampa

47

**ENGINEERING DIVISION**

**OFFICE (208) 468-5444**

**CITY HALL 411 THIRD STREET SO. NAMPA, IDAHO 83651 FAX (208) 465-2261**

DATE: April 5, 2016  
TO: Planning and Zoning Commission  
FROM: Daniel Badger, P.E.   
SUBJECT: Shady Grove Subdivision Preliminary Plat

Recommendation: The Engineering has reviewed the amended preliminary plat and the requested design exceptions and recommends approval.

43



# City of Nampa

ENGINEERING DIVISION

OFFICE (208) 468-5458

CITY HALL 411 THIRD STREET S

NAMPA, IDAHO 83651

FAX (208) 465-2261

March 21, 2016

**RE: Shady Grove Place Subdivision - Preliminary Plat**

To: Idaho Survey Group

cc: Sylvia Mackrill

The following changes must be made prior to submitting final plat applications:

- Elm Grove Way should be E Elm Grove Way

Sincerely,

Amanda Morse  
GIS Technician  
Engineering Division  
City of Nampa  
(208) 468-5475

44

**Sylvia Mackrill**

---

**From:** Tanya Gaona  
**Sent:** Friday, April 01, 2016 10:21 AM  
**To:** Sylvia Mackrill  
**Subject:** Shady Grove Place Subdivision, Project No. SUB 671-16

Sylvia,

In regards to the preliminary plat review for Shady Grove Place Subdivision, per Earl Moran, City Forester, he had the following notes:

1. No evergreens shall be permitted to be planted on the right of way.
2. Select different variety than Autumn Blaze Maple. They will not perform well in the local soil. Soil PH is too alkaline.

*Tanya Gaona*  
Administrative Assistant II  
City of Nampa, Forestry Department  
468-5748

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45

**Sylvia Mackrill**

---

**From:** Cody Swander  
**Sent:** Friday, March 04, 2016 11:05 AM  
**To:** Sylvia Mackrill  
**Cc:** Darrin Johnson  
**Subject:** Shady Grove Place Subdivision Project No: SUB 671-16

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi Sylvia,

Nampa Parks has reviewed the preliminary plat for Shady Grove Place Subdivision Project No: SUB 671-16. We have no requests.

Thank you,

Cody Swander  
Nampa Parks Superintendent



Nampa Parks Department  
312 1st Street South  
Nampa, ID 83651  
208.468.5890

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# Memo

To: Planning and Zoning Commission  
 From: Karla Nelson, Community Planner  
 Date: March 29, 2016  
 Re: Shady Grove Place Subdivision Preliminary Plat

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Nampa’s Safe Routes to School program does not oppose the Preliminary Plat for Shady Grove Place Subdivision. This infill development encourages walking and biking by connecting 19<sup>th</sup> Street with Chicago Street. Shady Grove Place residents will eventually be able to bike or walk on the adjacent Stoddard pathway to Sherman Elementary School and Downtown Nampa.

Associated Schools:

Sherman Elementary School – The subdivision is within easy walking distance of the Elementary School. Students could walk the .75 miles along residential streets but they would have to cross Amity Avenue. Eventually students will be able to walk on the Stoddard pathway to Sherman Elementary school.

West Middle School – The subdivision is 3.5 mile from the Middle School which is not a reasonable walking distance for most students. Some students could bike the distance but they would have to travel on busy roadways without bike facilities.

Columbia High School – The subdivision is 2.4 miles from the high school. Some students may choose to bike to school. They would have to bike along Amity Avenue and Happy Valley Road, neither have bike facilities.

47

**Christopher Daly**

---

**From:** Eddy Thiel <eddy@nampahighway1.com>  
**Sent:** Wednesday, March 30, 2016 1:43 PM  
**To:** Christopher Daly  
**Subject:** ANN 2150-16 & SUB 671-16

Good Afternoon Christopher,

The Nampa Highway District #1 has no objection to the Modification of Annexation/Zoning Development Agreement between Patrick Scheffler/Shady Grove, LLC and the City of Nampa regarding dwelling size and to amend the preliminary plat approval for Shady Grove Place Sub in a RS 7 zoned area for Shady Grove, LLC, as it is not within the Highway District's jurisdiction.

If you have any questions or comments feel free to contact us.

Thank you,

Eddy

---

Eddy Thiel  
ROW  
[eddy@nampahighway1.com](mailto:eddy@nampahighway1.com)  
4507 Highway 45. • Nampa, id 83686  
TEL 208.467.6576 • FAX 208.467.9916

*This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation*

48

**Sylvia Mackrill**

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**From:** Eddy Thiel <eddy@nampahighway1.com>  
**Sent:** Wednesday, March 02, 2016 8:07 AM  
**To:** Sylvia Mackrill  
**Subject:** SUB 671-16 Shady Grove Place Sub

Good Morning Sylvia,

The Nampa Highway District #1 has no objection to the Preliminary Plat of the Shady Grove Place Sub, SUB 671-16, as it is not within our Jurisdiction.

If you have any questions or comments feel free to contact us.

Thank you,

Eddy

---

**Eddy Thiel**  
ROW  
[eddy@nampahighway1.com](mailto:eddy@nampahighway1.com)  
4507 HIGHWAY 45. • NAMPA, ID 83686  
TEL 208.467.6576 • FAX 208.467.9916

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ORGANIZED 1904

# Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH  
FAX #208-463-0092

NAMPA, IDAHO 83651-4395  
nmid.org

OFFICE: Nampa 208-466-7861  
SHOP: Nampa 208-466-0663

Norman L. Holm  
City of Nampa  
411 3<sup>rd</sup> Street  
Nampa, ID 83651

**RE: SUB671-16/ Shady Grove Subdivision**

Dear Norm:

Nampa & Meridian Irrigation District (NMID) requires that a Land Use Change Application be filed, for review, prior to final platting. Please contact Suzy Hewlett at 466-7861 for further information.

The District's Elijah Drain courses through the south boundary of this proposed project and must be protected. The District easement for the Elijah Drain at this location is a minimum of one hundred feet (100'); fifty feet (50') from centerline each direction.

**The easement must be protected. Any encroachment; without a signed License Agreement and approved plan before any construction; is started is unacceptable.**

All municipal surface drainage must be retained on site. If any municipal surface drainage leaves the site, the Nampa & Meridian Irrigation District (NMID) must review drainage plans. The developer must comply with Idaho Code 31-3805.

Sincerely,

Greg G. Curtis  
Water Superintendent  
Nampa & Meridian Irrigation District  
GGC/gnf

PC: Office/File



APPROXIMATE IRRIGABLE ACRES  
RIVER FLOW RIGHTS - 23,000  
BOISE PROJECT RIGHTS - 40,000

## Sylvia Mackrill

---

**From:** Marlen Salinas  
**Sent:** Thursday, February 25, 2016 1:24 PM  
**To:** Sylvia Mackrill  
**Subject:** RE: ANN2150 16 Modification of Development Agreement and SUB671 16 Shady Grove Sub Preliminary Plat (Amended)

As per code enforcement officer no code violations found.

---

**From:** Sylvia Mackrill  
**Sent:** Thursday, February 25, 2016 10:05 AM  
**To:** Amanda Morse; Beth Ineck; Brent Hoskins; Craig Tarter; Daniel Badger; Don Barr; Jeff Barnes; Jennifer Yost; Jim Brooks; Kent Lovelace; Marlen Salinas; Michael Fuss; Neil Jones; Patrick Sullivan; Ray Rice; Robin Collins; Tina Fuller; Vickie Holbrook  
**Subject:** ANN2150 16 Modification of Development Agreement and SUB671 16 Shady Grove Sub Preliminary Plat (Amended)

ANN 2150-16 :

Shady Grove LLC, Patrick Scheffler of Idaho Survey Group representing, has submitted a Modification of the Development Agreement attached to Ordinance 3695 which annexed 1.37 acres and re-zoned 9.01 acres to the RS-7 (Single Family Residential – 7000 sq ft minimum lot size) zoning district. The applicants are requesting modification in order to delete item #2 in Exhibit C requiring the owner to participate in the construction of an Iowa St parallel relief trunk sewer – the Nampa City Council granted Shady Grove Place Subdivision the remainder of the existing trunk sewer capacity that became available with the expiration of the Lava Falls pre-plat. The applicant considers the condition would no longer be applicable to the project.

The applicant is also requesting amendment of item #5 in Exhibit C regarding the minimum floor area for each dwelling. And,

SUB 671-16:

Shady Grove, LLC, Patrick Scheffler of Idaho Survey Group representing, has also submitted a Preliminary Plat for Shady Grove Place Subdivision, an amendment to the previously approved Shady Grove Subdivision (SUB 533-09) originally approved in 2006.

The revised Shady Grove Place Subdivision proposes 41 lots at the south end of S 19<sup>th</sup> St, south of E Amity Rd, on the west side of S Chicago St, on 8.70 acres

The requests for Modification of the Development Agreement, and the Preliminary Plat are scheduled as public hearing items on the April 12, 2016 Planning and Zoning Commission meeting.

Please review and forward any comments to my attention prior to April 1<sup>st</sup>.  
Thank you,

Sylvia Mackrill  
City of Nampa Planning Department  
208-468-5484  
[mackrill@cityofnampa.us](mailto:mackrill@cityofnampa.us)

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## Sylvia Mackrill

---

**From:** Neil Jones  
**Sent:** Wednesday, March 02, 2016 5:07 PM  
**To:** Sylvia Mackrill  
**Subject:** RE: ANN2150 16 Modification of Development Agreement and SUB671 16 Shady Grove Sub Preliminary Plat (Amended)

Building Department has no condition on the Modification of the Preliminary plat but will ask for elevation certification for the top of the foundation wall on the final plat.

Neil Jones  
Assistant Building Official

**From:** Sylvia Mackrill  
**Sent:** Thursday, February 25, 2016 10:05 AM  
**To:** Amanda Morse <morsea@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; Brent Hoskins <hoskinsb@cityofnampa.us>; Craig Tarter <tarterc@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; Don Barr <barrd@cityofnampa.us>; Jeff Barnes <barnesj@cityofnampa.us>; Jennifer Yost <yostj@cityofnampa.us>; Jim Brooks <brooks@cityofnampa.us>; Kent Lovelace <lovelacek@cityofnampa.us>; Marlen Salinas <salinasm@cityofnampa.us>; Michael Fuss <fussm@cityofnampa.us>; Neil Jones <jonesn@cityofnampa.us>; Patrick Sullivan <sullivanw@cityofnampa.us>; Ray Rice <ricer@cityofnampa.us>; Robin Collins <collinsrr@cityofnampa.us>; Tina Fuller <tfuller@compassidah.org>; Vickie Holbrook <holbrookv@cityofnampa.us>  
**Subject:** ANN2150 16 Modification of Development Agreement and SUB671 16 Shady Grove Sub Preliminary Plat (Amended)

ANN 2150-16 :

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Thank you,

Sylvia Mackrill