



## **PLANNING & ZONING DEPARTMENT**

**Before the Planning & Zoning Commission  
Meeting of 12 JULY 2016**

### **PUBLIC HEARING ITEM NO. 2 STAFF REPORT**

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

Glen Primbreys as Applicant (and other applicants' representative)

**File(s):** DAMO 004-2016 & ZMA 017-2016

**Analyst:** Robert Hobbs

**Requested/Needful Action Approval(s)/Recommendation(s):**

**1. Modification of an Annexation/Zoning Development Agreement**

**(Decision Required: *Recommendation*)**

Between Northwest Development Company, LLC and City of Nampa recorded 9/12/2005 as Inst. No. 200561243 -- amending as necessary the "Recitals" and "Agreement" sections in conjunction with a rezone from RMH to RS 6; and,

**2. Rezone from RMH (Limited Multiple-Family Residential) to RS 6 (Single Family Residential – 6,000 sq. ft.)...**

**(Decision Required: *Recommendation*)**

**Property Area and Location(s):**

For Lots 11-14, Block 2, Yellow Fern Subdivision, according to the plat thereof filed in Book 42 of Plats at Page 29 – A 3.026 acre portion of the NE ¼ of the SE ¼ of Section 11, T3N, R2W, BM – hereinafter the "Property")

**History/Commentary:**

Yellow Fern Subdivision was approved for development in 2005. As the original developer wanted flexibility to devote the eastern most four lots of the project to either office development or single-family residential home build-out (in the event they could not attract office buildings to that area), the overall subdivision was overlaid with RMH zoning. The RMH Zone also allows multiple family structures within its confines, subject to density control. The original

Development Agreement associated with, and recorded against, Yellow Fern reflects in its contents the subdivision's entitlement, but bars any multiple-family development in the subdivision.

Subsequent to the Applicant and their neighbors' eventual construction of their private residences in the four eastern most lots in Yellow Fern, the City established irrigation rates keyed in part to the land use zone within which a home lies. Given that the irrigation rate for a RMH zoned property is higher in assessment than a standard single-family residential zone (within which most houses in Nampa are located), and, that said rate is not easily changed, the most expedient manner to alter the irrigation assessment charged to the Applicant and their neighbors is to rezone the Property and thereby facilitate them being able to enjoy a different, lesser irrigation rate. As part of rezoning, it is needful in this case to amend parts of the original Development Agreement contract recorded against the Yellow Fern Subdivision for the benefit of the Applicant(s), City and any successors to the Applicant(s).

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## **DEVELOPMENT AGREEMENT MODIFICATION**

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Criteria to guide the Commission in making a recommendation to Council regarding a proposed Development Agreement Modification, and to subsequently guide the Council in making a determination/decision whether to allow a Development Agreement Modification, are absent from state statute or City ordinance. Thus, approving -- or not -- this application becomes a purely subjective matter/decision on the part of the City in reaction to this DA contract modification application.

Hereafter attached is a copy of Ordinance 3489 (Instrument No. 200561243) which has, as a part thereof, the Development Agreement referenced by this report. The sections of the Agreement proposed for modification are, expectedly in this instance, language in the RECITALS and AGREEMENT Sections.

As the process of rezoning and Development Agreement modification is a two-step endeavor, Staff will prepare 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:**

Any correspondence from agencies or the citizenry regarding this application package [received by noon March 16, 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 entitlements (see attached comments – 1 page email printout dated June 30, 2016); and,
- b. The Nampa Highway District has no objection(s) to the requested entitlements (see attached comments – 1 page email printout dated June 28, 2016); and,
- c. The Nampa Building Department has no objection(s) to the requested entitlements (see attached comments – 1 page email printout dated June 27, 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...

## ANNEXATION/[RE]ZONING CONCLUSIONS OF LAW

**10-2-3 (C) Annexations and/or Rezones/Zoning assignments must be reasonably necessary, in the interest of the public, further promote the purposes of zoning, and be in agreement with the adopted Comprehensive Plan for the neighborhood.**

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## ANNEXATION/[RE]ZONING FINDINGS OF FACT

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**(PERTAINING TO THE APPROXIMATELY 3.026 ACRES OF LAND REQUESTED TO BE REZONED):**

**Zoning: Regarding Applicant's Proposed/Desired Rezone Request, Staff finds:**

**1. Surrounding Zoning:**

That City RS 6 PUD zoning is overlaid on land to the east (Greens at Ridgecrest), that RS 22 zoning is postured north of the Property, County land to the west and northwest, RMH and RS 6 to the west (see attached Vicinity Maps); and,

**2. Immediately Surrounding Land Uses:**

On the west: rural and suburban density single-family residential, to the north, residential, to the east residential (in PUD form), to the south a golf course, to the southwest single-family residential; and,

**3. Reasonable:**

That it may be variously argued that consideration for rezoning the Property is reasonable given that: a) the City has received an [acceptable] application to amend its official zoning map by the Property owner; and, b) rezoning is a legally recognized legislative act long sanctioned under American administrative law; and, c) within the City of Nampa, rezoning is a long standing (and code sanctioned) practice; and, d) the Property is eligible by law for rezoning; and, e) that the Property adjoins residential uses on its sides; and, f) City utility services are available to the Property; and, g) emergency services are available to the Property; and, h) the rezone request is supported by the City's adopted Comprehensive/Master Plan setting of "Medium Density Residential" that lies adjacent to, and is "stretchable" over the Property; and, i) that the Property contains four (4) houses on four lots (one per lot), each of which would be [considered] a conforming use in the proposed RS 6 Zone; and,

**4. Public Interest:**

That Nampa has determined that it is in the public interest to provide residential development and living opportunities. Expressions of that policy are made in Nampa's adopted Comprehensive/Master Plan as well as embodied in its decisions to date regarding similar applications. Single-family residential land use types are allowed by right within the RS 6 Zone. The Property contains existing single-family residences and no change is contemplated to that situation. It is in the interest of the Applicant(s) to have their land rezoned. No adverse affects or impacts are perceived to contravene public interest by virtue of rezoning the Property; and,

**5. Promotion of Zoning Purpose(s):**

Among the general (and Nampa endorsed) purposes of zoning is to promote orderly, systematic development and patterns thereof which preserve and/or enhance public health, safety and welfare. Included in our zoning regulations, therefore, are development standards governing allowable land uses, building architecture, building setbacks, building heights, provision of parking and service drives, property landscaping, signage controls, street lighting regulations, etc. We find that the Property contains housing that in its construction followed relevant zoning and building codes etc. and [as a pre-existing single-family use and patterned arrangement] will be an apt fit with single-family zoning; and,

**6. Comprehensive Plan:**

The currently adopted Comprehensive Plan Future Land Use Map designates the Property as being within a "High Density Residential" setting which provides support to a number of residential zones that provide build-out opportunities ranging from single-family detached or attached residences to multiple-family structures like apartments. Said setting may support a single-family zone, but is more suited to facilitating high density housing. Notwithstanding, as afore-noted, an area of "Medium Density Residential" lies across 11<sup>th</sup> Avenue North from the Property. And, that setting (MDR) certainly may be applied of the Property, plus it harmonizes with single-family detached housing products; and,

**7. Services:**

Utility and emergency services are, or can be made, available to the Property.

**In summary, the Property may be zoned RS 6, but nothing will ultimately force the Council amend the zoning classification of the Property as/when it acts in its quasi-judicial capacity to decide on the proper land use zone/district to assign to the Property. Given the findings noted above, however, RS 6 zoning is perceived by Staff to certainly be an "entertainable" zone...**

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

Any correspondence from agencies or the citizenry regarding this application package [received by noon July 06, 2016] is hereafter attached to this report.

**Note:** Any relevant, recommended department/agency requirement(s) are customarily imbedded into the recommended Conditions of Approval made a part of this report...

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**RECOMMENDED CONDITION(S) OF APPROVAL**

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Should the Commission vote to recommend to the City Council that they approve the requested Development Agreement Modification(s) and Rezone as desired by the Applicant(s), then Staff would recommend that the Commission consider suggesting imposition of the following Conditions of Approval against the requests/Applicant(s):

1. 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

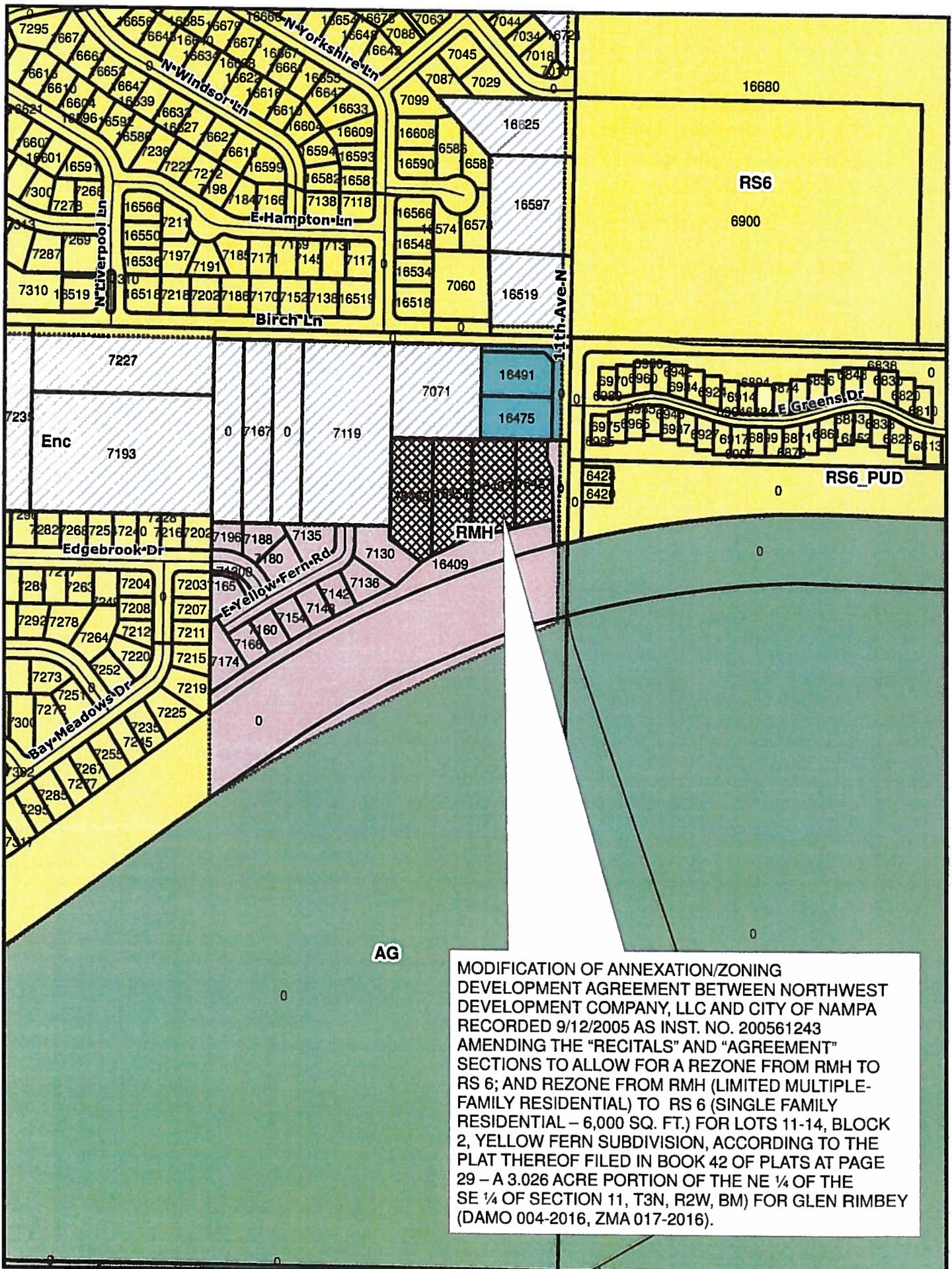
conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Applicant's request for the Property to be re-identified for [continued] single-family residential use in a RS 6 Zone versus its original RMH entitlement(s). ...

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## **ATTACHMENTS**

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- Vicinity Maps  
(pages/Exhibits 5-7)
- Copy of Comprehensive Plan Future Land Use Map  
(page/Exhibit 8)
- Copy of Rezone & Development Agreement Amendment Modification Application  
(page/Exhibit 9)
- Copy of page listing applicants  
(page/Exhibit 10)
- Copy of 2005 Development Agreement (Ord. 3489) bearing on Property  
(pages/Exhibits 11-22)
- Copies of [responding] agency/department correspondence (pages/Exhibits 23+)



**MODIFICATION OF ANNEXATION/ZONING DEVELOPMENT AGREEMENT BETWEEN NORTHWEST DEVELOPMENT COMPANY, LLC AND CITY OF NAMPA RECORDED 9/12/2005 AS INST. NO. 200561243 AMENDING THE "RECITALS" AND "AGREEMENT" SECTIONS TO ALLOW FOR A REZONE FROM RMH TO RS 6; AND REZONE FROM RMH (LIMITED MULTIPLE-FAMILY RESIDENTIAL) TO RS 6 (SINGLE FAMILY RESIDENTIAL - 6,000 SQ. FT.) FOR LOTS 11-14, BLOCK 2, YELLOW FERN SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED IN BOOK 42 OF PLATS AT PAGE 29 - A 3.026 ACRE PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 11, T3N, R2W, BM) FOR GLEN RIMBEY (DAMO 004-2016, ZMA 017-2016).**

7



8







APPLICATION FOR AMENDMENT OF ZONING OR ~~TEXT OR MAP~~

City of Nampa, Idaho

AND DEVELOPMENT AGREEMENT

10

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 \$243.00 for a text amendment.

Name of Applicant/Representative: Glen Rimbey Phone: 899-4433

Address: 16437 11th Ave N. City: Nampa State: ID Zip Code: 83687

Applicant's interest in property: (circle one) Own Rent Other

Owner Name: See Exhibit A attached. Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Address of subject property: See Attachment

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 Yellow Fern Lot 11-14 Block 2 Book 42 Page 29

Project Description

State the zoning desired for the subject property: RS-6

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.

This change in zoning is being done since the current use is not reflective of the current zoning. This request is being done for the current owner's & was requested by City Staff.

Dated this 17th day of June, 20 16

[Signature]  
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: 852 - 20\_\_ Project Name: Rezone RMH to RS-6

ZMA-017-2016 / DAMO 004-16

Exhibit A

Owners Names

Arthur L and Bertha A Salo  
16427 11<sup>th</sup> Ave N  
Nampa, ID 83687

Legal Description:  
Lot 14, Block 2, Yellow Fern Subdivision, according to the plat thereof, filed in Book  
42 of the Plats of page(s) 29, records of Canyon County Idaho  
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Glen A and Barbara L Rimbey  
16437 11<sup>th</sup> Ave N  
Nampa, ID 83687

Legal Description:  
Lot 13, Block 2, Yellow Fern Subdivision, according to the plat thereof, filed in Book  
42 of the Plats of page(s) 29, records of Canyon County Idaho  
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Henry and Linda Schwass Family Trust  
16451 11<sup>th</sup> Ave N  
Nampa, ID 83687

Legal Description:  
Lot 12, Block 2, Yellow Fern Subdivision, according to the plat thereof, filed in Book  
42 of the Plats of page(s) 29, records of Canyon County Idaho  
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Lannie T and Debra R Frost  
16463 11<sup>th</sup> Ave N  
Nampa, ID 83687

Legal Description:  
Lot 11, Block 2, Yellow Fern Subdivision, according to the plat thereof, filed in Book  
42 of the Plats of page(s) 29, records of Canyon County Idaho

1/2 RZ  
ROBERT

12

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this 8<sup>th</sup> day of September, 2005 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and Northwest Development Company, L.L.C., an Idaho limited liability, hereinafter referred to as "Northwest Development."

### RECITALS

A. Northwest Development is the owner of approximately eight and six-tenths (8.6) acres of real estate legally described in Exhibit A attached hereto and made a part hereof (the "Property").

B. Northwest Development applied to City on December 9, 2004 (the "date of application") for annexation of the Property into City and for rezoning of the Property to City zone RMH Multiple Family Residential in anticipation of the development and construction of a 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 RMH Multi-Family Residential 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. As provided further in Section 9 hereof, 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 Northwest Development's property rights, the parties' commitments applicable to the Property as set forth herein, or the RMH Multiple Family Residential zone approved hereby as the Property has been deemed suitable for single-family residential and professional office development.

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 Northwest Development shall have limited flexibility to develop the Property to meet market conditions, and the only specific commitments concerning development of the Project which Northwest Development is making are set forth herein. Upon recordation of this Agreement, Northwest Development shall have all approvals required from City for development of the Project in general conformance with the Conceptual Plan.

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, Northwest Development, 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 follows:

- a. No more than four (4) lots shall be platted east of the Overhead Powerline Easement on the Property. The Overhead Powerline Easement is depicted on the Conceptual Plan;
- b. That only Single-Family Dwellings or Professional Office uses shall be permitted on the lots platted east of the Overhead Powerline Easement. The terms "Single-Family Dwelling" and "Professional Office" are used herein as defined in the Nampa Comprehensive Zoning Ordinance;
- c. That Northwest Development agrees not to submit a preliminary plat application to City until City's City Council adopts a resolution stating the City Council's intention to create the Birch and Purdam local improvement district for sewer improvements; and,
- d. That no Duplex Dwelling, Triplex Dwelling or Multiple-Family Dwellings shall be constructed or allowed on the Property. The terms "Duplex Dwelling", "Triplex Dwelling" and "Multiple-Family Dwelling" are used herein as defined in the Nampa Comprehensive Zoning Ordinance.
- e. That only detached, single-family houses in design, materials quality and facia appearance equal to or exceeding in value and aesthetics that found in and on houses within the abutting subdivision Sunset Oaks shall be permitted and built on those lots platted on the west side of the project, west of the Overhead Powerline Easement.
- f. Participation in the City's Birch and Purdam local improvement district for sewer improvements as set forth in Idaho Code Section 50-1701 et seq.

5. Northwest Development and subsequent persons or parties having ownership of the Property shall also abide by those other conditions of approval, if any, approved and adopted by the Nampa City Council for the Property.

6. This Agreement may be modified only by the written agreement of Northwest Development 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.

7. 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 Northwest Development 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 Northwest Development or its successors and/or assigns fails to cure such failure within six (6) months of receipt of such notice.

8. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of Northwest Development, 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 Northwest Development's failure to comply with the terms and conditions of this Agreement to Northwest Development and Northwest Development fails to cure such failure within six (6) months of Northwest Development'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 Northwest Development, and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

14

9. 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 filed. 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.

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

11. 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.

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

13. 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.

14. 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.

15. In the event Northwest Development, 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 Northwest Development 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 waiver by City of any default by Northwest Development 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 Northwest Development of any default by City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of Northwest Development or apply to any subsequent breach of any such or other covenants and conditions.

Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Northwest Development 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; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Northwest Development for the portion of the Property still owned by Northwest Development.

In the event the performance of any obligation to be performed hereunder by either Northwest Development 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.

In addition to the remedies set forth above, in the event of a default by Northwest Development, 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:**

City of Nampa,  
a municipal corporation

  
Tom Dale, Mayor

  
Attest: Diana Lambing, City Clerk

**NORTHWEST DEVELOPMENT:**

NORTHWEST DEVELOPMENT COMPANY, L.L.C.,  
an Idaho limited liability company

  
By \_\_\_\_\_  
Craig Van Engelen, Member

  
By \_\_\_\_\_  
Kristen Van Engelen, Member

STATE OF IDAHO )  
 ) ss  
County of Canyon )

On this 12 day of Sept, in the year of 2005, before me Julie Lockey, personally appeared Tom Dale, 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.

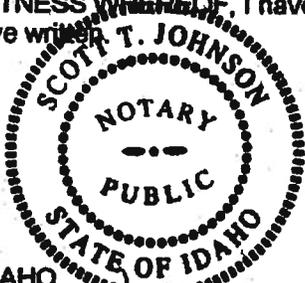


Julie Lockey  
Notary Public for Idaho  
Residing at Nampa, Idaho  
My Commission expires: 5/11/2011

STATE OF IDAHO )  
 ) ss  
County of Canyon )

On this 8<sup>th</sup> day of September, in the year of 2005, before me Scott T Johnson, personally appeared Craig Van Engelen, known or identified to me, to be a Member of Northwest Development Company, L.L.C., the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same for and on behalf of Northwest Development Company, L.L.C.

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

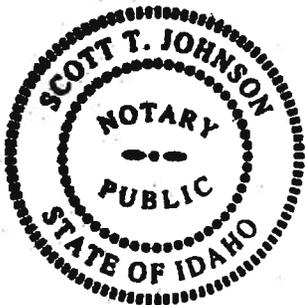


Scott Johnson  
Notary Public for Idaho  
Residing at Star, Idaho  
My Commission expires: 7/14/2011

STATE OF IDAHO )  
 ) ss  
County of Canyon )

On this 8<sup>th</sup> day of September, in the year of 2005, before me Scott T Johnson, personally appeared Kristen Van Engelen, known or identified to me, to be a Member of Northwest Development Company, L.L.C., the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same for and on behalf of Northwest Development Company, L.L.C.

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



Scott Johnson  
Notary Public for Idaho  
Residing at Star, Idaho  
My Commission expires: 7/14/2011

17

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

A parcel of land located in the NE1/4 of the NW1/4 of Section 7, T.3N., R.1W., B.M., Canyon County, Idaho more particularly described as follows:

**BEGINNING** at a brass cap monument marking the N1/4 corner of said Section 7 from which a 5/8" iron pin marking the NW corner of said Section 7 bears North 89°21'37" West, 2524.42 feet;

thence along the North-South centerline of said Section 7 South 00°19'38" West, 1328.59 feet to the CN1/16 corner of said Section 7;

thence along the South boundary line of the NE1/4 of the NW1/4 North 89°19'00" West, 249.37 feet to point on the centerline of the Phyllis Canal;

thence along the centerline of the Phyllis Canal North 07°20'07" East, 13.19 feet to a point on the centerline of the Purdam Gulch Drain;

thence along the centerline of the Purdam Gulch Drain the following 3 courses:

North 65°19'39" West, 102.99 feet;

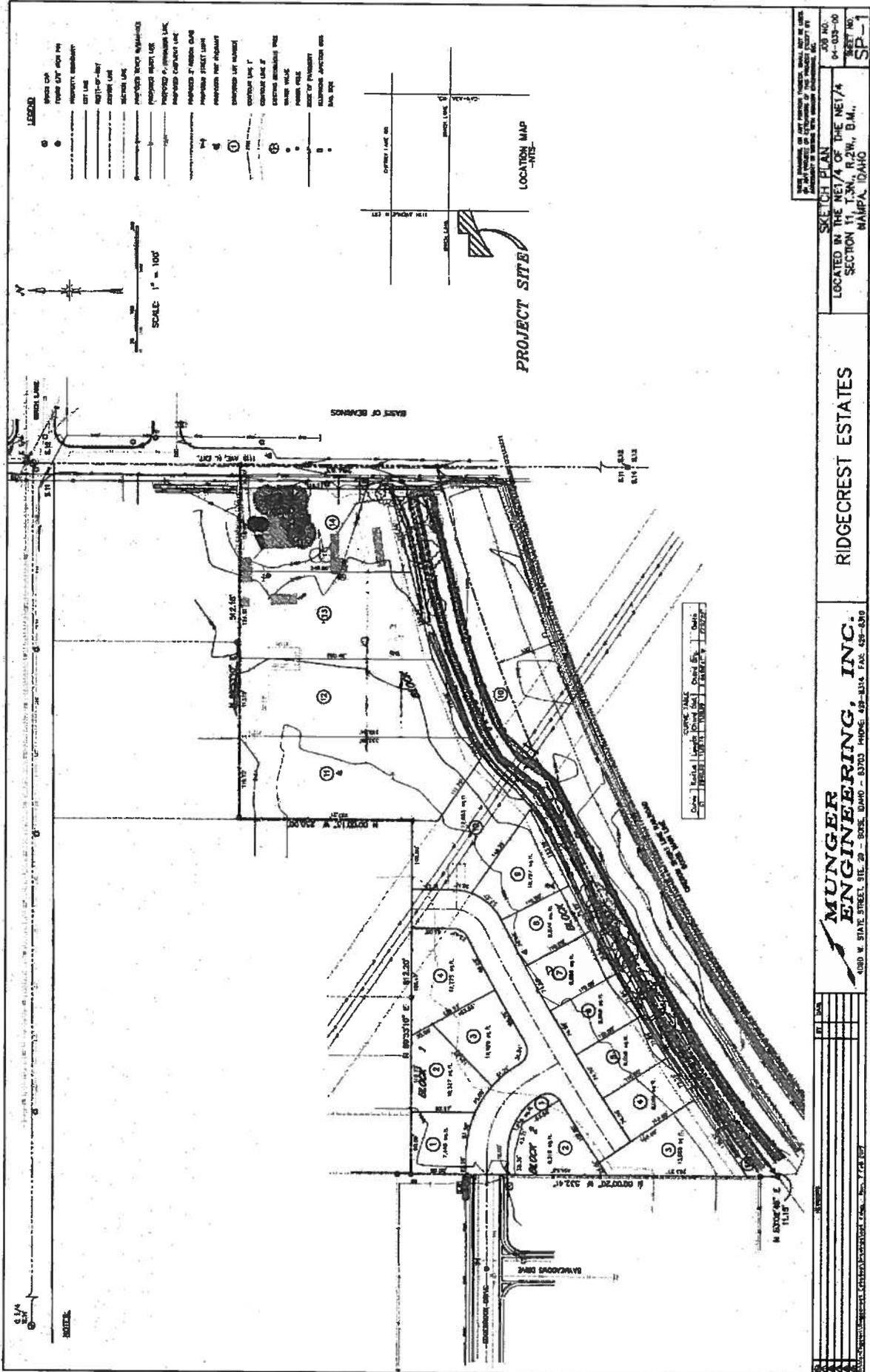
thence North 59°33'02" West, 1066.68 feet;

thence North 59°33'02" West, 58.13 feet to a point on the West boundary line of the NE1/4 of the NW1/4 of said Section 7;

thence along said West boundary line North 00°28'10" East, 714.17 feet the NW corner of the NE1/4 of the NW1/4 of Section 7;

thence along said North boundary line of said Section 7 South 89°21'37" East, 1312.75 feet to the **POINT OF BEGINNING**, containing 32.53 acres, more or less.

**EXHIBIT B  
CONCEPTUAL PLAN**



ORDINANCE NO. 3489

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING REAL PROPERTY LOCATED AT 16439 - 11<sup>th</sup> AVENUE NORTH IN THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ZONING THE SAME RMH 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 located at 16439 -- 11<sup>th</sup> Avenue North, 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 incorporated herein by this reference.

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

Section 3: That this annexation and zone ordinance is subject to and limited by that certain Development Agreement entered into between the parties, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.

Section 4: 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.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 12th DAY OF September, 2005.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 12th DAY OF September, 2005.

Approved:

By *[Signature]*  
Mayor

Attest:

By *[Signature]*  
City Clerk



State of Idaho )

Canyon County )

On this 12 day of September, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Dale and Diana Lambing known to me 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





IDAHO  
SURVEY  
GROUP

1450 East Watertower St. 21  
Suite 150  
Meridian, Idaho 83642

Phone (208) 846-8570  
Fax (208) 884-5399

Project No. 04-117

**EXHIBIT "A"**  
**DESCRIPTION FOR**  
**BOND-FULLER PROPERTY**  
**NAMPA, IDAHO**

June 3, 2004  
Revised July 12, 2004

A parcel of land located in the NE1/4 of the SE1/4 of Section 11, T.3N., R.2W., B.M., Canyon County, Idaho more particularly described as follows:

COMMENCING at a brass cap monument marking the E1/4 corner of said Section 11 from which a brass cap monument marking the C1/4 corner of said Section 11 bears South 89°53'10" West, 2670.49 feet;

thence along the North-South centerline of said Section 11 South 00°00'13" East, 300.00 feet to the **REAL POINT OF BEGINNING**;

thence continuing along said North-South centerline South 00°00'13" East, 284.93 feet to a point on the northerly boundary line of the Oregon Short Line Railroad, said point being on a curve to the left;

thence along said northerly boundary line and along said curve 1135.74 feet, said curve having a radius of 2940.35 feet, a central angle of 22°07'52" and a long chord of 1128.69 feet which bears South 64°06'41" West to the point of tangency;

thence continuing along said northerly boundary line South 53°02'45" West, 11.15 feet to the southeast corner of Sunset Oaks No. 1 Subdivision, Phase 5 as filed in Book 24 of Plats at Page 16, records of Canyon County, Idaho;

thence leaving said northerly boundary line and along the East boundary line of said Sunset Oaks No. 1 Subdivision, Phase 5 and the East boundary line of Sunset Oaks No. 1 Subdivision, Phase 6 as filed in Book 24 at page 38, records of Canyon County, Idaho North 00°00'20" West, 532.41 feet;

thence leaving said East boundary line North 89°53'10" East, 512.20 feet;

thence North 00°00'13" West, 250.00 feet;

thence North 89°53'10" East, 512.18 feet to the **REAL POINT OF BEGINNING** containing 8.64 acres, more or less.

Prepared by:  
Idaho Survey Group, P.C.

Gregory G. Carter, P.L.S.



S:\ISG Projects\Bond- Fuller Bndy Topo (04-117)\Documents\BONDDESC.doc

22

**EXHIBIT "A-1"**

**LEGAL DESCRIPTION FOR ANNEXATION  
OF A PORTION OF RIGHT-OF-WAY  
OF THE OREGON SHORT LINE RAILROAD**

A parcel of land located in the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 11, T.3N., R.2W., B.M., Canyon County, Idaho and more particularly described as follows:

COMMENCING at a brass cap monument marking the E  $\frac{1}{4}$  corner of said Section 11; thence along the easterly boundary of said Section 11 South  $00^{\circ}00'13''$  East, a distance of 584.93 feet to a point on the northerly right-of-way line of the Oregon Short Line Railroad, said point being the POINT OF BEGINNING;

Thence continuing along the easterly boundary of said Section 11, South  $00^{\circ}00'13''$  East a distance of 207.41 feet to a point on the southerly right-of-way line of said railroad, said point being on a non-tangent curve to the right;

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Thence along said southerly right-of-way and along said curve a distance of 1005.43 feet, said curve having a radius of 2740.35 feet, a central angle of  $21^{\circ}01'18''$  and a long chord of 999.80 feet which bears South  $63^{\circ}33'24''$  West, to the point of tangency;

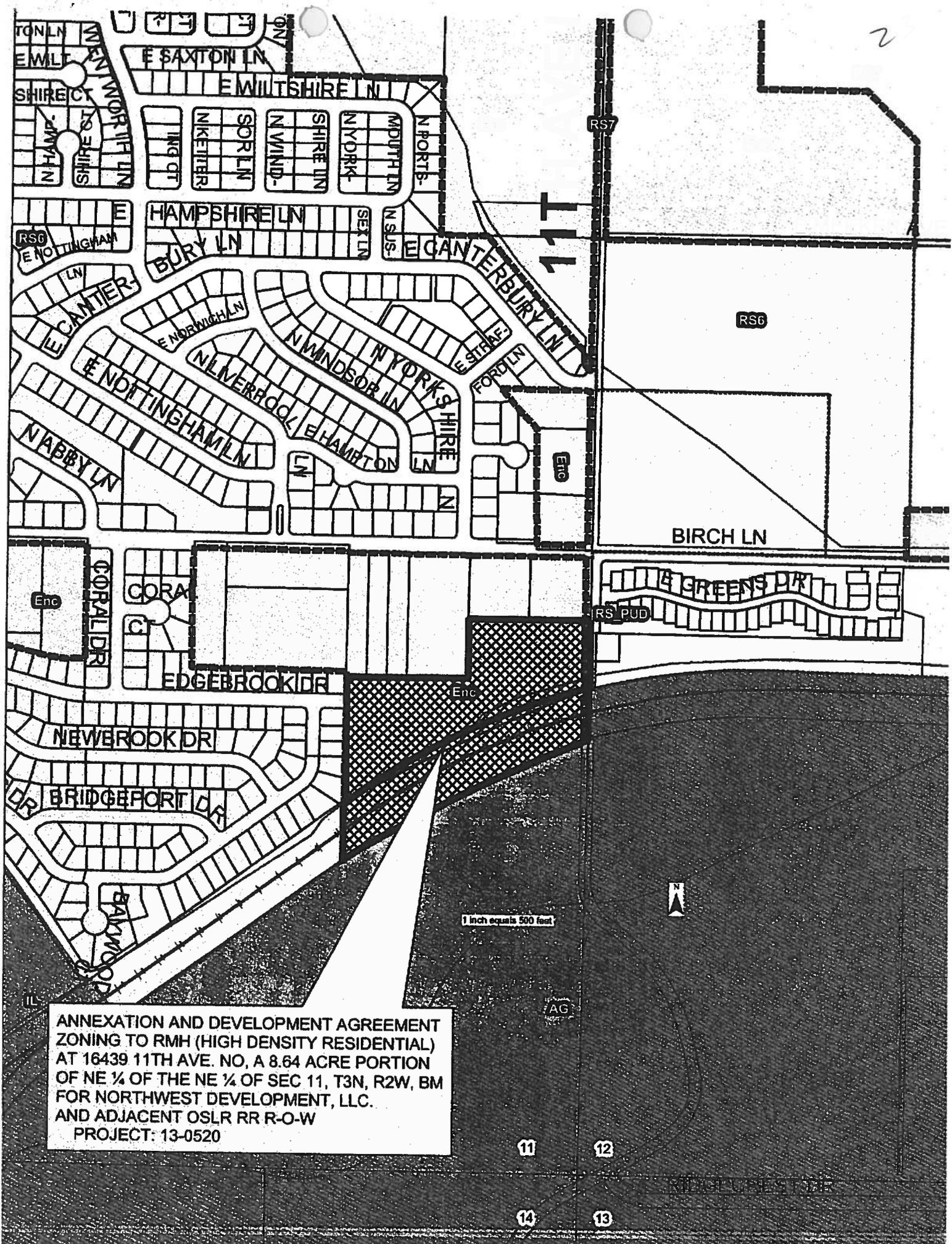
Thence continuing along said southerly right-of-way South  $53^{\circ}02'45''$  West, a distance of 161.58 feet to a point;

Thence leaving said southerly right-of-way North  $00^{\circ}00'20''$  West, a distance of 250.26 feet to a point on the northerly right-of-way of said railroad;

Thence along said northerly right-of-way North  $53^{\circ}02'45''$  East, a distance of 11.15 feet to a point on a curve to the right;

Thence continuing along said northerly right-of-way and along said curve to the right a distance of 1135.74 feet, said curve having a radius of 2940.35 feet, a central angle of  $22^{\circ}07'52''$  and a long chord of 1128.69 feet which bears North  $64^{\circ}06'41''$  East to the POINT OF BEGINNING.

Containing 5.31 acres, more or less.



2

RS7

RS6

BIRCH LN

RS PUD

1 inch equals 500 feet



AG

ANNEXATION AND DEVELOPMENT AGREEMENT  
 ZONING TO RMH (HIGH DENSITY RESIDENTIAL)  
 AT 16439 11TH AVE. NO, A 8.64 ACRE PORTION  
 OF NE 1/4 OF THE NE 1/4 OF SEC 11, T3N, R2W, BM  
 FOR NORTHWEST DEVELOPMENT, LLC.  
 AND ADJACENT OSLR RR R-O-W  
 PROJECT: 13-0520

11

12

14

13

WINDY HILLS SUBDIVISION

# Memorandum

**To:** Planning and Zoning  
**Cc:** Tom Points, P. E., City Engineer  
**Cc:** Daniel Badger, P. E., Staff Engineer  
**Cc:** Michael Fuss, P. E., MBA, Nampa City Public Works Director  
**From:** Jim Brooks – Engineering Division  
**Date:** June 30, 2016  
**Re:** Rezone from RMH to RS-6 for lots 11-14, Block 2, Yellow Fern Subdivision  
**Applicant:** Glen Rimbey  
**Applicant Address:** 16437- 11<sup>th</sup> Avenue North, Nampa, Idaho 83687  
**Parcel Address:** Same

**ZMA 017-16 for July 12, 2016 Planning & Zoning Meeting**

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The Engineering Division does not oppose the granting of this rezone request.

25

## Norm Holm

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**From:** Eddy Thiel <eddy@nampahighway1.com>  
**Sent:** Tuesday, June 28, 2016 9:13 AM  
**To:** Norm Holm  
**Subject:** DAMO 004-2016, ZMA 017-2016

Good Morning Norman,

The Nampa Highway District #1 has no objection to the Modification of Annexation/Zoning Development Agreement between Northwest Development Company, LLC and City of Nampa Recorded 9/12/2005 as instrument No. 200561243 amending the "Recitals" and "Agreement" sections to allow for a rezone from RMH to RS 6 and Rezone from RMH to RS 6 for Lots 11 to 14, Block 2, Yellow Fern Subdivision, according to the plat thereof filed in Book 42 of Plats at Page 29 for Glen Rimbey 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

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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*

26

**Shellie Lopez**

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**From:** Neil Jones  
**Sent:** Monday, June 27, 2016 8:16 AM  
**To:** Shellie Lopez  
**Cc:** Bret Caulder  
**Subject:** RE: Modification of Annexation/Zoning Development Agreement & Rezone RMH to RS-6 - DAMO 004 16 & ZMA 017 16

Building Department has no conditions at this time.

**Neil Jones**

Plans Examiner Supervisor  
P: 208.468.5492 F: 208.468.4494  
[Department of Building Safety, Like us on Facebook](#)

**From:** Shellie Lopez  
**Sent:** Tuesday, June 21, 2016 11:20 AM  
**To:** Amanda Morse <morsea@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; Brent Hoskins <hoskinsb@cityofnampa.us>; Carl Miller <CMiller@compassidaho.org>; Craig Tarter <tarterc@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; Don Barr <barrd@cityofnampa.us>; Eric Skoglund <skoglundl@cityofnampa.us>; Jennifer Yost <yostj@cityofnampa.us>; Jim Brooks <brooks@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>; Soyla Reyna <reynas@cityofnampa.us>; Sylvia Mackrill <mackrill@cityofnampa.us>; Tina Fuller <tfuller@compassidaho.org>; Tom Laws <tlaws@compassidaho.org>; Vickie Holbrook <holbrookv@cityofnampa.us>  
**Subject:** Modification of Annexation/Zoning Development Agreement & Rezone RMH to RS-6 - DAMO 004 16 & ZMA 017 16

**Good Morning!**

**DAMO 004-16:**

Glen Rimbey has requested a Modification of Annexation/Zoning Development Agreement between Northwest Development Company, LLC and City of Nampa recorded 9/12/2005 as Inst. No. 200561243 amending the "Recitals" and "Agreement" sections to allow for a rezone from RMH to RS 6; and Rezone from RMH (Limited Multiple-Family Residential) to RS 6 (Single Family Residential – 6,000 sq. ft.) zoning District.

**ZMA 017-16:**

He has request a Rezone from RMH to RS-6 for Lots 11-14, Block 2, Yellow Fern Subdivision, according to the plat thereof filed in Book 42 of Plats at Page 29 – A 3.026 acre portion of the NE ¼ of the SE ¼ of Section 11, T3N, R2W, BM)

The applicant will go before the Planning and Zoning Commission as a public hearing item on the July 12, 2016 agenda.

Please find attached **ZMA 017-16 & DAMO 004-16** files for your review and send all comments to my attention or to Sylvia Mackrill ([mackrill@cityofnampa.us](mailto:mackrill@cityofnampa.us)) no later than July 04, 2016.

Thank you & have a great day!