



PLANNING & ZONING DEPARTMENT

**Before the Planning and Zoning Commission
Meeting of 27 SEPTEMBER 2016**

PUBLIC HEARING NO. 1 STAFF REPORT

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

Walmart Real Estate Business Trust as Applicant (and other applicants' representative)

File(s): DAMO 006-2016

Analyst: Robert Hobbs

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

1. Modification of an Annexation/Zoning Development Agreement

(Decision Required: Recommendation)

Between Retail Property Acquisition, LLC and the City of Nampa recorded 7/14/1998 as Inst. No. 9826075 -- amending as necessary Section 4.a. of the original Agreement to reduce the Agreement's demand for an off-street parking ratio of 1:200 sq. ft. of floor area for the retail user(s) on the property affected by the Agreement, and, to modify the concept development site plan (original Agreement's "Exhibit B") assigned to the same land...

Property Area and Location(s):

For 31.51 acres of land lying in a portion of the SW ¼ of Section 24, T3N, R2W, Boise Meridian and addressed as 2100 12th Avenue Road (hereinafter the "Property")...

History/Commentary:

The Property was originally annexed as zoned Community Business (BC) in 1998. The entitlement was provided to facilitate the "build-out" of a Walmart store. A Development Agreement [land use contract] was entered into by Walmart and the City to establish development conditions for the store and the balance of the Property in anticipation of ancillary uses also being developed thereon. The conditions have since been satisfied. As explained in the Applicant's representative's narrative, a minor change to the Agreement is needful and in line with current City standards. (A copy of the 1998 Agreement is hereto attached.)

DEVELOPMENT AGREEMENT MODIFICATION

Criteria to guide the Commission regarding taking a responsive action to recommend to the City Council that they approve the requested 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.

As afore-noted, hereafter attached is a copy of Ordinance 2742 (Instrument No. 9826075) 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, amending as necessary Section 4.a. of the original Agreement to reduce the Agreement's demand for an off-street parking ratio of 1:200 sq. ft. of floor area for the retail user(s) on the property affected by the Agreement, and, to modify the concept development site plan (original Agreement's "Exhibit B") assigned to the same land as also already noted....

Having reviewed the Applicant's submittal materials, and reviewed their request, Staff finds no reason to not approve the proposal. Parking provision for the Walmart is self-evidently available, and, is proposed to still be apportioned in accordance with City standard one (1) space per 250 of retail building square footage by virtue of the proposed Agreement modification. Further, the application materials provide an understanding of a proposed fuel station to be located at the northwest corner of the Property below the KFC and A&W (see attached plans). (A Design Review Application for the new fueling station has already been supplied to our department for processing.) The proposed fueling station's emplacement on the Property coupled with a bank's presence at the southwest corner of the Property provide impetus to modify [rather, replace] the old Agreement's Exhibit B with a new one to reflect the site's current and proposed the "build-out" condition.

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 3rd 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 September 21, 2016] is hereafter attached. Staff has not received commentary from any surrounding property owners or neighbors either supporting or opposing this request.

Note:

Any relevant recommended requirements alluded to in any responding agency or City department/division correspondence will be manifest in the recommended Conditions of Approval presented by Staff in this report hereafter...

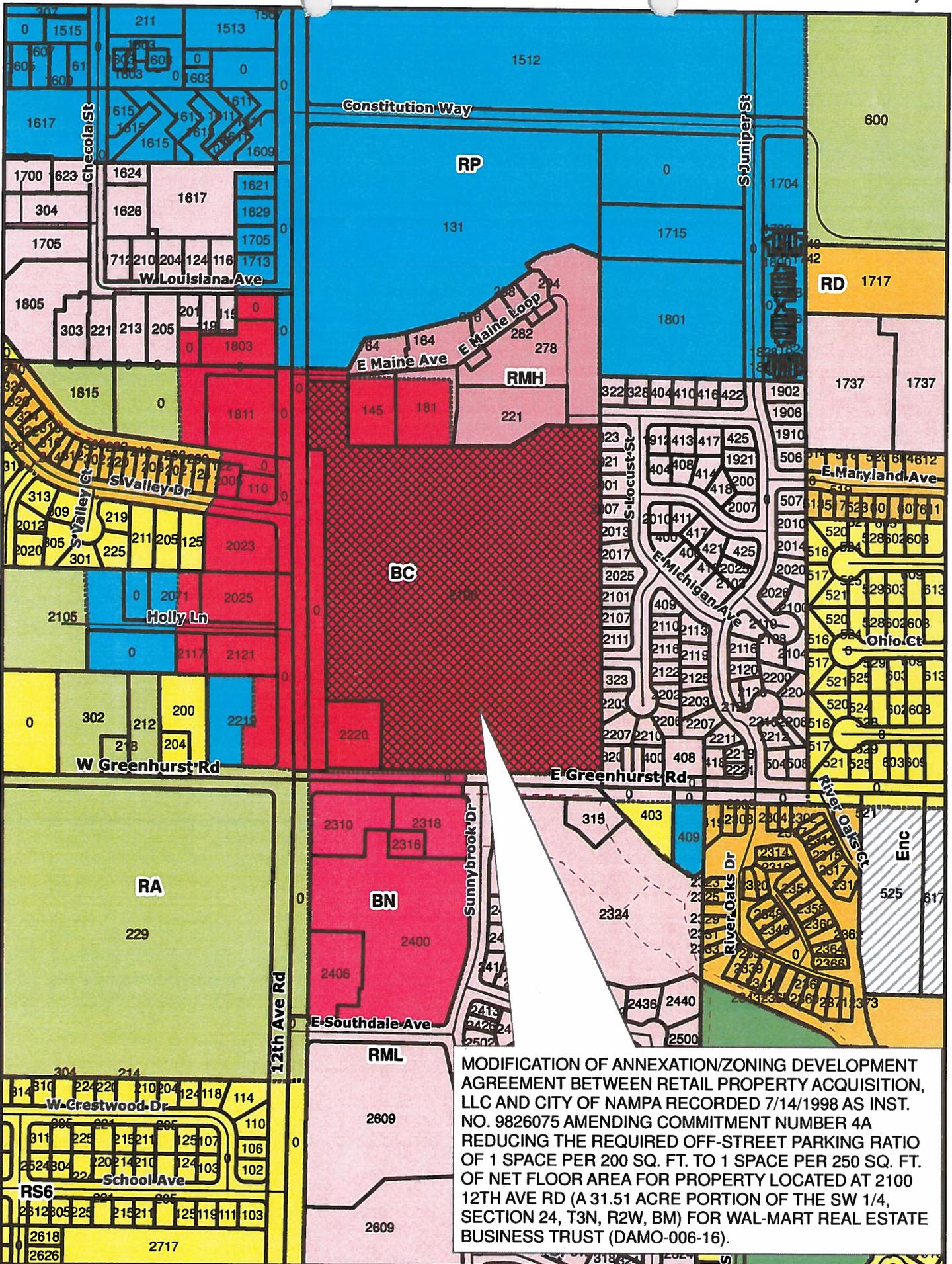
RECOMMENDED CONDITION(S) OF APPROVAL

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

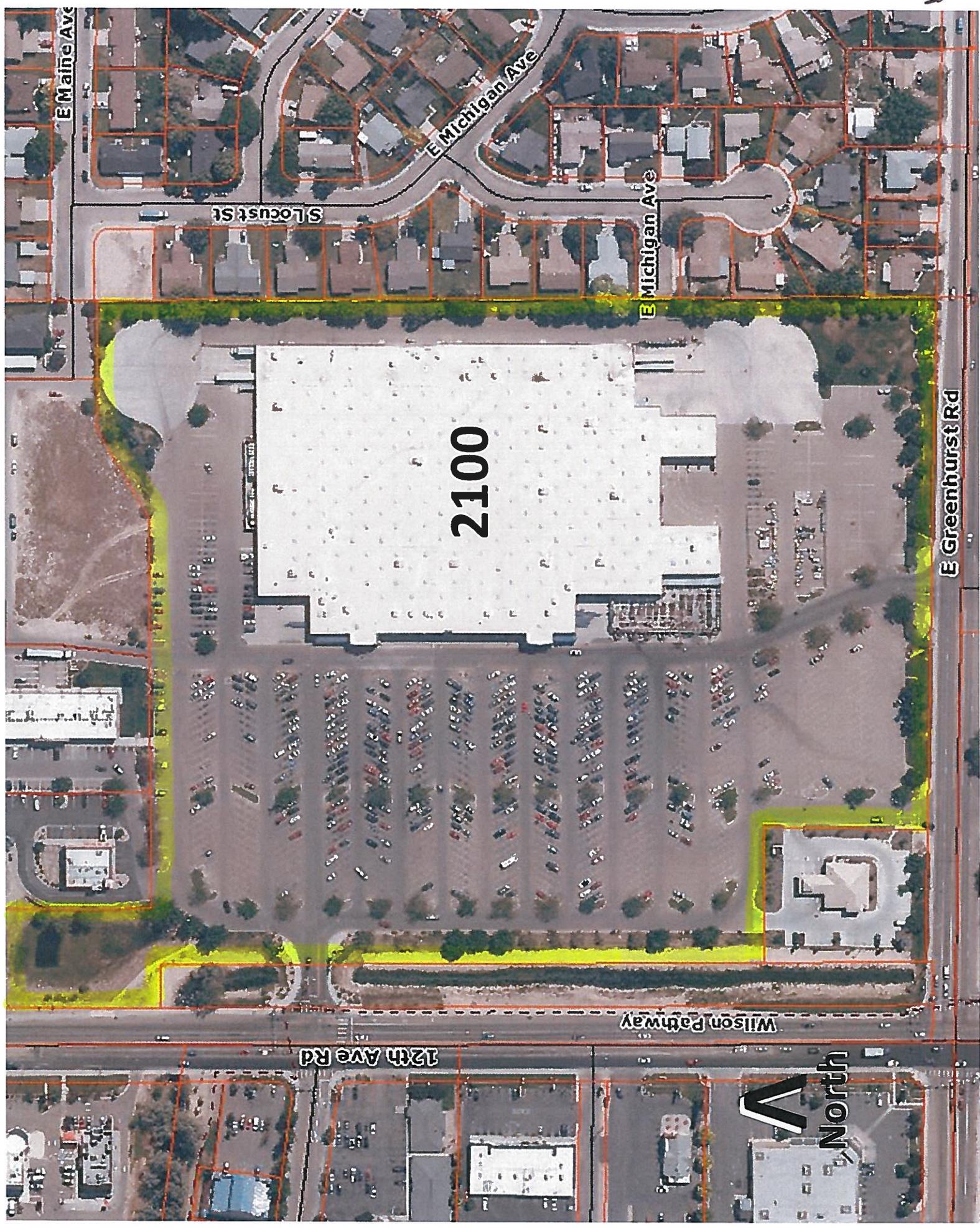
1. That the Applicant, as Owner/Developer, [shall] enter into a Modified Development Agreement with the City of Nampa. The Agreement(s) shall contain such conditions, terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as 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....

ATTACHMENTS

- Vicinity Map
(page/Exhibit 4)
- Copies of aerial photos of Property
(pages/Exhibits 5-6)
- Copy of Applicant's representative's narrative describing application nature/purpose
(pages/Exhibits 7-8)
- Copy of Applicant's representative's supplemental narrative and site imagery/plan as proposed Exhibit B replacement
(pages/Exhibits 9-10)
- Copy of 1998 Development Agreement (Ord. 2742) bearing on Property
(pages/Exhibits 11-23)
- Copies of [responding] agency/department correspondence
(pages/Exhibits 24+)



MODIFICATION OF ANNEXATION/ZONING DEVELOPMENT AGREEMENT BETWEEN RETAIL PROPERTY ACQUISITION, LLC AND CITY OF NAMPA RECORDED 7/14/1998 AS INST. NO. 9826075 AMENDING COMMITMENT NUMBER 4A REDUCING THE REQUIRED OFF-STREET PARKING RATIO OF 1 SPACE PER 200 SQ. FT. TO 1 SPACE PER 250 SQ. FT. OF NET FLOOR AREA FOR PROPERTY LOCATED AT 2100 12TH AVE RD (A 31.51 ACRE PORTION OF THE SW 1/4, SECTION 24, T3N, R2W, BM) FOR WAL-MART REAL ESTATE BUSINESS TRUST (DAMO-006-16).



2100

E Maine Ave

Slocust St

E Michigan Ave

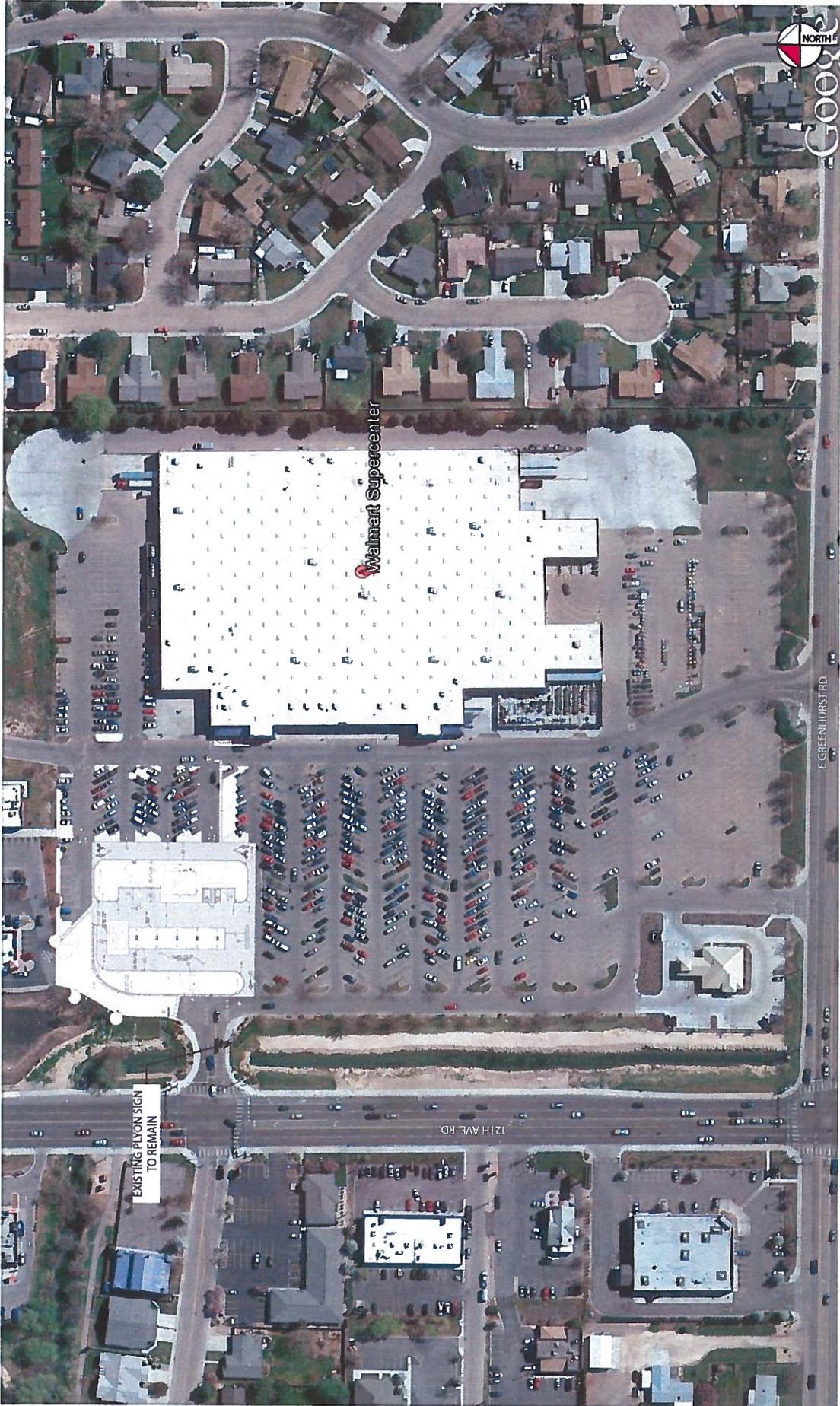
E Michigan Ave

E Greenhurst Rd

Wilson Pathway

12th Ave Rd

North



August 08, 2016



Nampa, ID #2781

Site Plan

2

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SPINK BUTLER

ATTORNEYS AT LAW

9/27/16 FE
Norm

T. HETHE CLARK
(208) 388-3327
HCLARK@SPINKBUTLER.COM

Via Hand Delivery

August 23, 2016

City of Nampa City Council
c/o Robert Hobbs
City of Nampa Planning and Zoning Department, Assistant Director
411 3rd Street South
Nampa, ID 83651

**RE: Wal-Mart Nampa #2781 Fuel Center (2100 12th Ave.)
Development Agreement Modification
SB File No. 21622.53**

Dear Robert:

Thank you for discussing this matter with me by telephone. As mentioned, Wal-Mart Real Estate Business Trust ("Wal-Mart") is in the process of submitting an application for a new fuel center at the existing store site at 2100 12th Avenue Road. The fuel center will be located on the northeast side of the existing parking area. The project will require staff-level design review but is otherwise very straight-forward: all existing code standards for parking are met and the use is permitted in the "BC" zone.

The one item that requires the City's attention is a modification to the Development Agreement associated with this property, which was signed on June 9, 1998. All of the improvements required by the Development Agreement have long since been installed. There is nothing in the Development Agreement that precludes this use from going forward *per se*; however, there is one restriction that has since become outdated. A copy of the Development Agreement is enclosed for your reference.

In particular, Section 4.a of the Development Agreement states that "[o]ffstreet parking shall be provided at a ratio of one space per 200-sq. ft. for retail uses on the Property." All other uses (including commercial and office) are subject to the typical offstreet parking requirements of Nampa City Code.

MICHAEL T. SPINK JOANN C. BUTLER T. HETHE CLARK GEOFFREY M. WARDLE TARA MARTENS MILLER

August 23, 2016
City of Nampa City Council
c/o Robert Hobbs
City of Nampa Planning and Zoning Department, Assistant Director
Page 2

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Section 10-22-6 of Nampa City Code identifies the current requirement for "general" retail. The ordinance provides that retail uses (including grocery, variety, garden, and home improvement) are to provide one parking space per 250 square feet of net floor area. Wal-Mart's proposal is to amend the Development Agreement to simply refer to current Nampa City Code, as follows:

- a. ~~Offstreet parking shall be provided at a ratio of one space per 200 sq. ft. for retail uses on the Property. All other commercial and/or office uses shall provide offstreet parking~~ at the ratio required per Section 10-22-6 Nampa City Code.

We believe this proposal is more in line with the City's planning goals and will allow for flexibility as the needs of the City evolve. With regard to this project in particular, the current 1,015 spaces have proven to be more than adequate to serve the store. With the proposed fuel center, 881 spaces will remain. Under current city code, the 203,750 square foot WalMart store requires 815 spaces, meaning the proposal will be well above current City requirements.

Thank you for your attention to this matter. We look forward to discussing it with the City at the earliest possible public hearing.

Very truly yours,



T. Hethe Clark

THC:g
Attachment

c via email: Jaime Alcala
Joe Feldmann
Steve Stirnemann
James Burkheart
Jamie Davis

SPINK BUTLER

ATTORNEYS AT LAW

T. HETHE CLARK
(208) 388-3327
HCLARK@SPINKBUTLER.COM

Via E-Mail

September 16, 2016

City of Nampa City Council
c/o Robert Hobbs
City of Nampa Planning and Zoning Department, Assistant Director
411 3rd Street South
Nampa, ID 83651

**RE: Wal-Mart Nampa #2781 Fuel Center (2100 12th Ave.)
Development Agreement Modification
SB File No. 21622.53**

Dear Robert:

As a follow-up to my August 25, 2016 letter, our civil engineer has been in touch with the highway district, which has indicated its preference for a revised orientation of the site. Accordingly, I am attaching a new "Exhibit B" reflecting this revised orientation.

Thanks again for your help.

Very truly yours,



T. Hethe Clark

THC:g

Attachment

c via email: Jaime Alcala
Joe Feldmann
Steve Stirnemann
James Burkheart
Jamie Davis

MICHAEL T. SPINK JOANN C. BUTLER T. HETHE CLARK GEOFFREY M. WARDLE TARA MARTENS MILLER

251 E FRONT ST • SUITE 200 • PO BOX 639 • BOISE, IDAHO 83701 • 208.388.1000 • FAX 208.388.1001 • SPINKBUTLER.COM

Exhibit B
SITE PLAN



INSTRUMENT NO. 9826075

ORDINANCE NO. 2742

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AN ORDINANCE OF THE CITY OF NAMPA, IDAHO, ANNEXING AND ZONING CERTAIN LANDS LOCATED ON 12TH AVENUE ROAD AND EAST GREENHURST ROAD, IN THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND ZONING TO BC, 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, 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 BC.

Section 3: That this annexation and zone ordinance is further subject to and limited by certain Development Agreements 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 the Use and Area Map in accordance with this Ordinance.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 6th DAY OF July, 1998.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 6th DAY OF July, 1998.

Approved:

By [Signature]
Mayor
REQUEST City of Nampa
TYPE Print FEE 39.00
CANYON CITY RECORDER
MID J KERR
1998 JUL 14 PM 9 03
RECORDED



Attest:

By [Signature]
City Clerk

000000170

CITY OF NAMPA
IMAGED

1999 FEB -3 AM 8:28

9826075

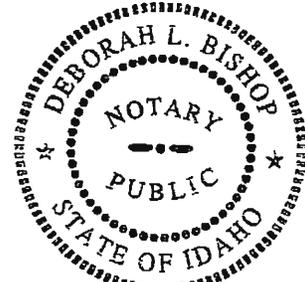
State of Idaho)

Canyon County)

Subscribed and sworn to before me this 6th day of July, 1998.

Deborah L. Bishop

Deborah L. Bishop
Residing at: Nampa, Canyon County, Idaho
My Commission Expires: 06/13/2001



Commission Expires 6/13/2001

EXHIBIT "A"

ANNEXATION AND DEVELOPMENT AGREEMENT ZONING TO BC (COMMUNITY BUSINESS) FOR THE NORTHEAST CORNER OF 12TH AVENUE ROAD AND EAST GREENHURST ROAD

A portion of the Southwest quarter of Section 34, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described by metes and bounds as follows:

Commencing at the Southwest corner of Section 34, T. 3 N., R. 2 W., B.M., Canyon County, Idaho and running N 00° 22' 20" W 25.00 feet along the Westerly boundary thereof to a point;

thence S 88° 55' 30" E 50.01 feet along a line parallel to and 25.00 feet Northerly from the Southerly boundary of the SW1/4, Section 34 to a point on the Easterly right-of-way of 12th Avenue Road, which point shall be the REAL POINT OF BEGINNING;

thence N 00° 22' 20" W 1,290.80 feet along said Easterly right-of-way of 12th Avenue Road to a point on the Northerly boundary of the SW1/4, SW1/4, Section 34, said point being the Southwest corner of Yorgason First Subdivision as shown on the official plat thereof on file in the office of the Canyon County Recorder in Book 8 of Plats at Page 38;

thence along the Southerly boundary of said Yorgason First Subdivision the following courses and distances:

S 88° 59' 30" E 131.99 feet along the Northerly boundary of the SW1/4, SW1/4, Section 34 to a point;

thence N 28° 10' 45" E 113.00 feet to a point;

thence N 82° 40' 45" E 106.00 feet to a point;

thence N 74° 50' 45" E 241.00 feet to a point;

thence N 53° 30' 45" E 246.00 feet to a point;

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thence N 41° 19' 15" W 26.60 feet to a point;

thence N 56° 00' 45" E 60.00 feet to a point;

thence N 76° 00' 45" E 50.00 feet to a point;

thence N 70° 00' 45" E 50.00 feet to a point;

thence S 68° 42' 05" E 97.35 feet to a point on the Easterly boundary of the W3/4 of the NW1/4, SW1/4, Section 34;

thence S 00° 25' 10" E 384.00 feet along said Easterly boundary of the W3/4 of said NW1/4, SW1/4, Section 34 to the Southeast corner thereof, also being the Northwest corner of the Juniper Square Addition as shown on the official plat thereof on file in the office of the Canyon County Recorder in Book 16 of Plats at Page 4;

thence leaving said Southerly boundary of said Yorgason First Subdivision and bearing S 00° 25' 27" E 1,291.93 feet along the Easterly boundary of the W3/4 of said SW1/4, SW1/4, Section 34, also being the Westerly boundary of said Juniper Square Addition to a point;

thence N 88° 55' 30" W 943.42 feet along a line parallel to and 25.00 feet Northerly from the Southerly boundary of said SW1/4, SW1/4, Section 34 to the REAL POINT OF BEGINNING.

Containing 32.24 acres, more or less.

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, made and entered into this 9th day of JUNE 1998, by and between the City of Nampa, a municipal corporation, hereinafter referred to as "City", and Retail Property Acquisition, L.L.C., hereinafter referred to as "Retail Property Acquisition, L.L.C."

WITNESSETH

WHEREAS, Retail Property Acquisition, L.L.C. has applied to the City for annexation and development agreement zoning to BC (Community Business) in anticipation of developing the Property located at the northeast corner of the intersection of 12th Ave. Rd. and E. Greenhurst Rd., described more particularly on Exhibit A attached hereto (the "Property") for the development, construction, and operation of a Community Shopping Center with related uses; and

WHEREAS, the Nampa City Code allows a property owner or developer to request that an application for zoning or zoning map amendment be processed in connection with the execution of a development agreement, wherein through such development agreement, a property owner or developer may agree to make written commitments concerning the use or development of a subject parcel in exchange for the change of zoning requested; and

WHEREAS, the City desires to induce Retail Property Acquisition, L.L.C. to develop the Property because the development proposed by Retail Property Acquisition, L.L.C. is in the public interest. The City believes that development by Retail Property Acquisition, L.L.C. will generate additional tax revenue, provide employment, and stimulate beneficial commercial growth and development; and

WHEREAS, the City acknowledges that Retail Properties Acquisition, L.L.C and their successor and/or assigns is relying upon the effectiveness of this agreement in its decision to purchase the property; and

WHEREAS, the City has approved the requested annexation and zoning BC (Community Business) subject to the following terms or commitments and desires to formalize and clarify the respective obligations of the parties.

NOW THEREFORE, the parties hereto do hereby agree to the following commitments or terms as follows:

1. This development agreement shall not prevent the City in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by the City in exercise of its police powers that do not conflict with Retail Property Acquisition, L.L.C.'s property rights, the parties' commitments applicable to the Property as set forth herein or the BC-zone classification approved hereby.

2. This Development Agreement and the development proposed shall be subject to general conformance with the conceptual site development plan attached hereto as Exhibit B and the "Statement of Design Intent" for the project as provided by Retail Property Acquisition, L.L.C.

3. Landscaping and Screening.

- a. A 6' high sight-obscuring fence with a 10' wide landscape area shall be provided adjacent to the residential properties along the east side of the Property.
- b. The 12th Ave. Rd. and W. Greenhurst Rd. street frontages shall be enhanced with at least a 20' wide strip of landscaping. Any portion of the Wilson Drain easement situated from the top of the bank eastward towards the Property may be included within and counted as a part of the required 20' wide landscape strip adjacent the 12th Ave. Rd. street frontage.
- c. Interior parking lot landscaping will be provided at a rate of 5% of the parking field area. A reduction in the required 5% parking lot landscaping requirement may be approved by city staff upon a finding that a substitute landscape plan provides sufficient other perimeter or other landscaping of the site in such a way as to justify a reduction.
- d. Prior to issuance of any construction permits, the applicant shall submit to the Planning Department detailed landscape plans outlining the landscape treatment between the commercial site and the residential subdivision to the east.
- e. Retail Property Acquisition, L.L.C. or its successors or assigns shall maintain all site landscape areas as required by law.

4. Parking and Loading.

- a. Offstreet parking shall be provided at a ratio of one space per 200-sq. ft. for retail uses on the Property. All other commercial and/or office uses shall provide offstreet parking at the ratio required per Section 10-22-6 Nampa City Code.
- b. Parking lot areas shall be configured for adequate fire truck access and all special conditions required of the Nampa fire department shall be met. All parking lot lighting shall be shielded so it will not reflect light onto the adjacent residential lots.
- c. Truck loading/unloading spaces shall be located and screened so as to minimize any negative impacts of sound, and light on the adjoining residential area to the east. Diesel trucks utilizing loading facilities shall be parked a minimum of 60' from the adjacent residential lots.

5. Street Improvements

- a. Retail Property Acquisition, L.L.C. shall dedicate 40' of right-of-way from the centerline of E. Greenhurst Rd. and widen the street with curb, gutter, and 5' wide sidewalk to a road section to match that existing on the opposite side of the street.
- b. Additional right-of-way shall be dedicated by Retail Property Acquisition, L.L.C. to accomplish the widening of 12th Ave. Rd. to accommodate a five lane roadway with acceleration /deceleration lanes at the approaches.
- c. An 8' wide sidewalk shall be provided along 12th Ave. Rd.
- d. Subject to securing approvals from applicable agencies Retail Property Acquisition, L.L.C. shall widen the existing Wilson Drain crossing structure on 12th Ave. Rd. to accommodate the street widening on the project side of the roadway.

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- e. The two accesses onto E. Greenhurst Rd. shall line up with the existing accesses across E. Greenhurst Rd.
 - f. One of the accesses onto 12th Ave. Rd. shall line up with So. Valley Dr.
 - g. No vehicular access (other than emergency vehicles) shall be provided along the east boundary of the development site.
6. Setbacks.
- a. The minimum building setback for any future buildings from the 12th Ave. Rd. and W. Greenhurst Rd. planned right-of-way shall be a minimum of 20 feet.
 - b. No building shall be located closer than 60' to the neighboring residentially zoned properties to the east. Loading facilities shall be setback at least 60' from the adjacent residential property and public street frontages.
7. Utilities.
- a. Onsite drainage shall meet the requirements of all applicable federal and state agencies and the Nampa Meridian Irrigation District.
 - b. Wilson Drain shall not be tiled adjacent the property except at access crossings and the drain shall be treated as a landscape element with public access allowed for fishing.
 - c. Retail Property Acquisition, L.L.C. shall be responsible for extending water, sewer, and pressure irrigation to the site.
8. Land uses allowed on the Property shall be either permitted uses "P" or the conditional uses "C" under Section 10-5-2 "Schedule of District Land Use Controls" of the Nampa Zoning ordinance for the BC "Community Business" zoning district.
9. Prior to issuance of any building permit beyond a foundation permit Retail Property Acquisition, L.L.C. shall submit detailed site and landscaping plans, which reflect all the provisions of this agreement.
10. It is the understanding of the parties that Mark Ranch will be terminating the billboard leases at the transfer of the Property. At that time all existing off-premise signs located along the 12th Avenue side of the property shall be removed.
11. This development agreement is intended to be supplemental to all other local, City, State and Federal Code requirements, rules and regulations, and is established to assure compatibility of the resulting land use with the surrounding area.
12. The provisions and stipulations of this development agreement shall be binding on the City, Retail Property Acquisition, L.L.C., each subsequent owner, and each other person acquiring an interest in the Property.
13. This development agreement may be modified only by agreement of Retail Property Acquisition, L.L.C. and the City Council of the City of Nampa, Idaho after complying with any notice and hearing procedures that may be required under Idaho Code 67-6511A or Nampa City Code 10-2-24 (D).

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14. The execution of this development agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the subject property to its prior designation upon failure of the conditions imposed upon Retail Property Acquisition, L.L.C. by this development agreement. Provided, however, that no such consent shall be deemed to have been given unless the City provides written notice of any such failure and Retail Property Acquisition, L.L.C. fails to cure such failure within six months of such notice.

15. This development agreement and the commitments contained herein shall be terminated, and the zoning designation upon which the use is based reversed, upon the failure of Retail Property Acquisition, L.L.C. or each subsequent owner or each person acquiring an interest in the subject parcel to comply with the commitments contained herein within 2 years and after complying with the notice and hearing procedures of Idaho Code 67-6509. Provided, however, no such termination or reversal shall occur unless the City provides written notice of any such failure to comply and Retail Property Acquisition, L.L.C. fails to cure such failure within six months of such notice. The two- year period of time for compliance of commitments may be extended by the City for just cause and application for such by Retail Property Acquisition, L.L.C., and after complying with the notice and hearing provisions of Idaho Code 67-6509.

16. It is intended by the parties that this development agreement shall be recorded on the effective date hereof as specified below, and run with the Property, as described on Exhibit A, consisting of 2 pages, attached hereto and incorporated herein by this reference. Further, Retail Property Acquisition, L.L.C. shall have the right to assign said agreement in the assigns, sale, or transfer of said Property.

17. Final Site Plan and Building Plan(s) approval and construction of the improvements, in accordance with those approved plans shall be deemed to satisfy the conditions and obligations in this agreement.

18. Revocation or reversal of zoning will be the City's sole remedy if the obligations and/or conditions of this Agreement are not met.

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

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EXHIBIT "A"

**ANNEXATION AND DEVELOPMENT AGREEMENT ZONING
TO BC (COMMUNITY BUSINESS) 31.51 ACRE SITE LOCATED AT THE
NORTHEAST CORNER OF THE INTESECTION OF 12th AVENUE RD. AND E.
GREENHURST RD.**

A portion of the SW ¼, Section 24, T.3N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of Section 34, T.3N., R.2W., B.M., Canyon County, Idaho, said point being the TRUE POINT OF BEGINNING:

thence N. 0°22'20" W. 25.00 feet (formerly described as N. 0°00' E. 25 feet) along the Westerly boundary of said Section 34 to a point;

thence S. 88°55'30" E. (formerly described as S. 88°34' E.) 105.02 feet along a line parallel with and 25.00 feet Northerly from the Southerly boundary of said Section 34 to a point;

thence N. 0°22'20" W. 1,032.62 feet (formerly described as N. 0°00' E. 1033.2 feet) along a line parallel with and 105.00 feet Easterly from the said Westerly boundary of Section 34, said line being the Easterly right-of-way line of the Wilson Drain, to a point;

thence S. 89°37'47" W. (formerly described as S. 90°00' W.) 55.00 feet to a point on the Easterly right-of-way line of 12th Avenue Road;

thence N. 0°22'20" W. 259.57 feet along the Easterly right-of-way line of 12th Avenue Road to a point on the Northerly boundary of the SW ¼ SW ¼, said Section 34, said point also being the Southwest corner of Yorgason First Subdivision as shown on the official plat thereof on file in the office of the Canyon County Recorder in Book 8 of Plats at page 38 ½ ;

thence along the boundary of said Yorgason First Subdivision the following courses and distances:

S. 88°59'30" E. (formerly described as East) 131.99 feet along said Northerly boundary of the SW ¼ SW ¼, Section 34 to a point;

thence N. 28°10'45" E. 113.00 feet (formerly described as N. 26°40' E. 113 feet) to a point;

thence N. 82°40'45" E. 106.00 feet (formerly described as N. 81°10' E. 106 feet) to a point;

thence N. 74°50'45" E. 241.00 feet (formerly described as N. 73°20' E. 241 feet) to a point;

thence N. 53°30'45" E. 246.00 feet (formerly described as N. 52°00' E. 246 feet) to a point;

thence N. 41°19'15" W. 26.60 feet (formerly described as N. 42°50' W. 26.6 feet) to a point;

thence N. 56°00'45" E. 60.00 feet (formerly described as N. 54°30' E. 60 feet) to a point;

thence N. 76°00'45" E. 50.00 feet (formerly described as N. 74°30' E. 50 feet) to a point;

thence N. 70°00'45" E. 50.00 feet (formerly described as N. 86°30'E. 50 feet) to a point;

thence S. 68°42'05" E. 97.35 feet (formerly described as S. 70°50' E. 100 feet) to a point on the Easterly boundary of the W ¾ of the NW ¼ SW ¼, said Section 34;

thence S. 0°25'10"E. (formerly described as South) 384.00 feet along the said Easterly boundary of the W ¾ of the NW ¼ SW ¼, Section 34 to the Southeast corner thereof, also being the Northwest corner of Juniper Square Addition as shown on the official plat thereof on file in the office of the Canyon County Recorder in Book 16 of Plats at Page 4;

thence S. 0°25'27" E. 1,326.93 feet along the Easterly boundary of the W ¾ of the SW ¼ SW ¼, said Section 34 to the Southeast corner thereof, also being the Westerly boundary of said Juniper Square Addition;

thence N. 88°55'30" W. 993.45 feet along the Southerly boundary of the said SW ¼ SW ¼, Section 34 to the point of beginning;
containing 31.51 acres, more or less.

