

CUP00059-206



APPLICATION FOR CONDITIONAL USE PERMIT

PLANNING AND ZONING DEPARTMENT
411 3RD STREET S. NAMPA, IDAHO 83651 P: (208) 468-4487 F: (208) 465-2261

Nonrefundable Fee: \$234.00 (1 acre or less) Nonrefundable Fee: \$463.00 (more than 1 acre)

V10/17 82
NCCM

Applicant Name	<u>Theodore Caldwell</u>	Home Number	<u>N/A</u>
Street Address	<u>PO Box 38</u>	Mobile Number	<u>530-383-2233</u>
City	<u>DAVIS</u> State <u>CA</u> Zip code <u>95617</u>	Email	<u>tedcaldwell@sbcglobal.net</u>
Property Owner Name	<u>OROFINO Properties, LLC</u>	Home Number	<u>---</u>
Street Address	<u>1317 S. Spring Valley Dr.,</u>	Mobile Number	<u>---</u>
City	<u>Nampa</u> State <u>ID</u> Zip Code <u>83686</u>	Email	<u>---</u>
Applicant's interest in property: (<input checked="" type="checkbox"/>) Own (<input type="checkbox"/>) Rent (<input type="checkbox"/>) Other			
ADDRESS OF SUBJECT PROPERTY: <u>905 S. Middleton Rd., Nampa</u>			

Please provide the following REQUIRED DOCUMENTATION to complete the CUP

- A copy of one of the following: () Warranty Deed () Proof Of Option () Earnest Money Agreement
- A sketch drawing of the site & any adjacent property affected, showing all existing & proposed locations of streets, easements, property lines, uses, structures, driveways, pedestrian walks, off-street parking & off-street loading facilities and landscaped areas, preliminary or final building plans & building elevations, together with any other information considered pertinent to the determination of this matter.
- Signed & Notarized Affidavit of Legal Interest (attached). Form **must** be completed by the legal owner (If owner is a corporation, submit a copy of the Articles of Incorporation or other evidence to show that the person signing is an authorized agent)
- 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.

Project Description

> State (or attach a letter stating) the reason for the proposed Conditional Use Permit: TO build a new, attractive self storage facility

Dated this 17th day of November, 2016

Applicant Signature

NOTICE TO APPLICANT

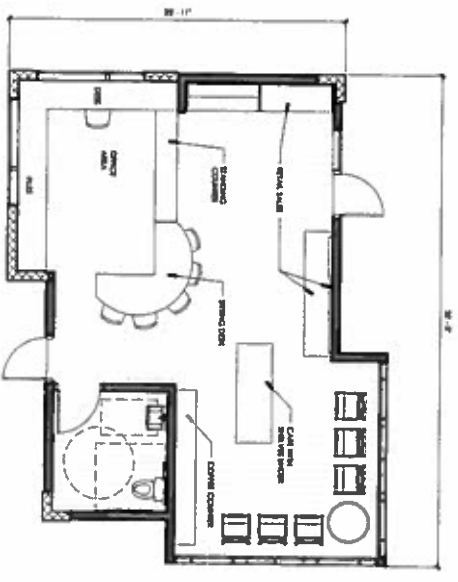
This application will be referred to the Nampa Planning Commission for its consideration. The Planning Commission shall hold a public hearing on the application and it shall be granted or denied. Notice of public hearing must be published in the Idaho Press-Tribune 15 days prior to said hearing. Notice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

If a Conditional Use Permit is granted by the Planning Commission, it shall not become effective until after an elapsed period of 15 days from the date of Planning Commission action. During this time any interested person may appeal the action to the City Council. You will be notified of any pending appeals.


If the conditional use permit is denied by the Planning Commission, you may appeal the decision to the City Council within 15 days from the date such action is taken by the Planning Commission. At the time the Conditional use permit becomes effective you will be sent a document which constitutes an official "Conditional Use Permit". This document will enumerate the conditions attached to the issuance of the permit and state the consequences of failure to comply.

OFFICE USE ONLY 00059

FILE NUMBER: CUP - 00059 - 20 16 PROJECT NAME STORAGE FACILITY



First Floor Plan - New
07-19 28' 0"



ne design
CONSULTING
728 E 3rd St
Mankato, MN 56001
507-435-2525

CLIENT:
Ted Caldwell
Lake Lowell Self Storage Office
705 S. Middleton Road
North Mankato

PROFESSIONAL SEAL

NOT FOR PERMIT

DATE	DESCRIPTION	BY
12/31/14	CONSTRUCTION	TEC
11/20/14	REVISED	TEC

A-111

DATE: 12/31/14
DRAWN BY: [Signature]
CHECKED BY: [Signature]

First Floor



ne design
 724 E 2nd St
 Aberdeen, ID 83402
 208.343.2324
 COMPLIANT

WE GUARANTEE TO DEFEND YOUR TITLE
 TO THE PROPERTY AND TO PROTECT YOUR
 INTERESTS IN THE PROPERTY.
 WE GUARANTEE TO DEFEND YOUR TITLE
 TO THE PROPERTY AND TO PROTECT YOUR
 INTERESTS IN THE PROPERTY.

CLIENT:
Ted Caldwell
Lake Lowell Self Storage Office
 905 S. Middleton Road
 Nampa, Idaho

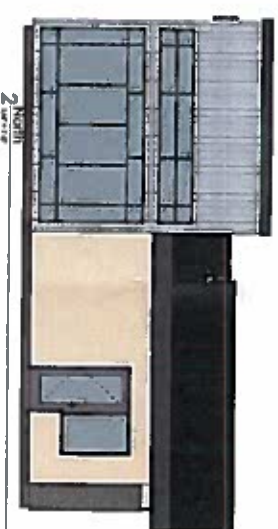
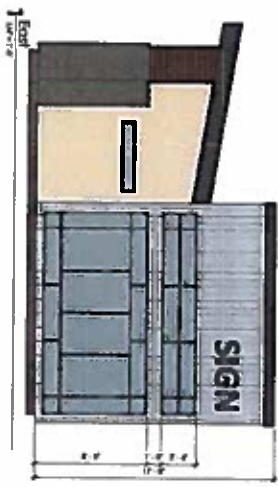
PROFESSIONAL SEAL
NOT FOR PERMIT

DATE: 11/11/14
 PROJECT: Lake Lowell Self Storage Office
 DRAWING NO: A-211

Exterior Elevations

A-211

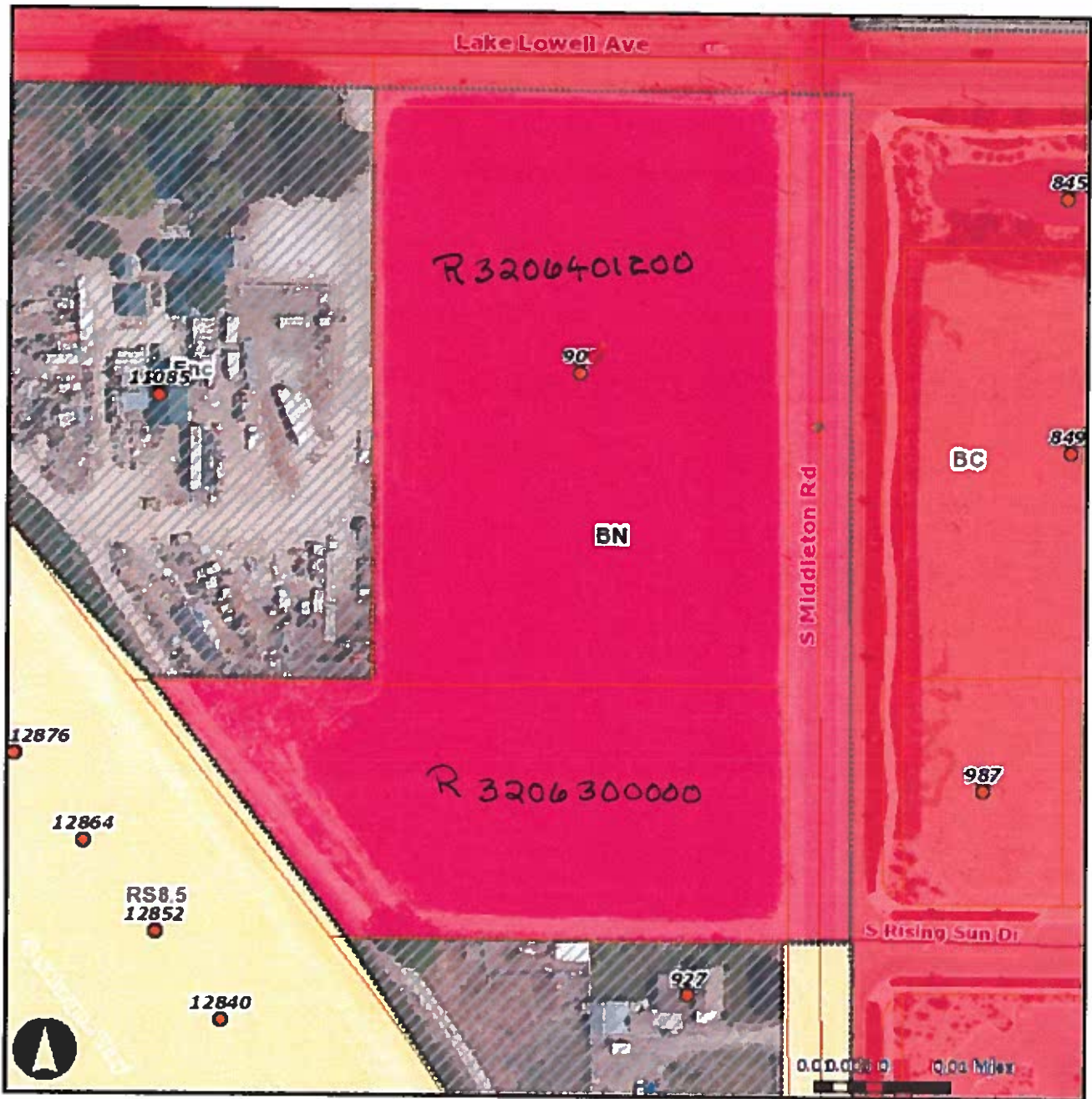
DATE: 11/11/14
 PROJECT: Lake Lowell Self Storage Office
 DRAWING NO: A-211



3D VIEW 1

3D VIEW 2

Map



Address Candidates



Address Points

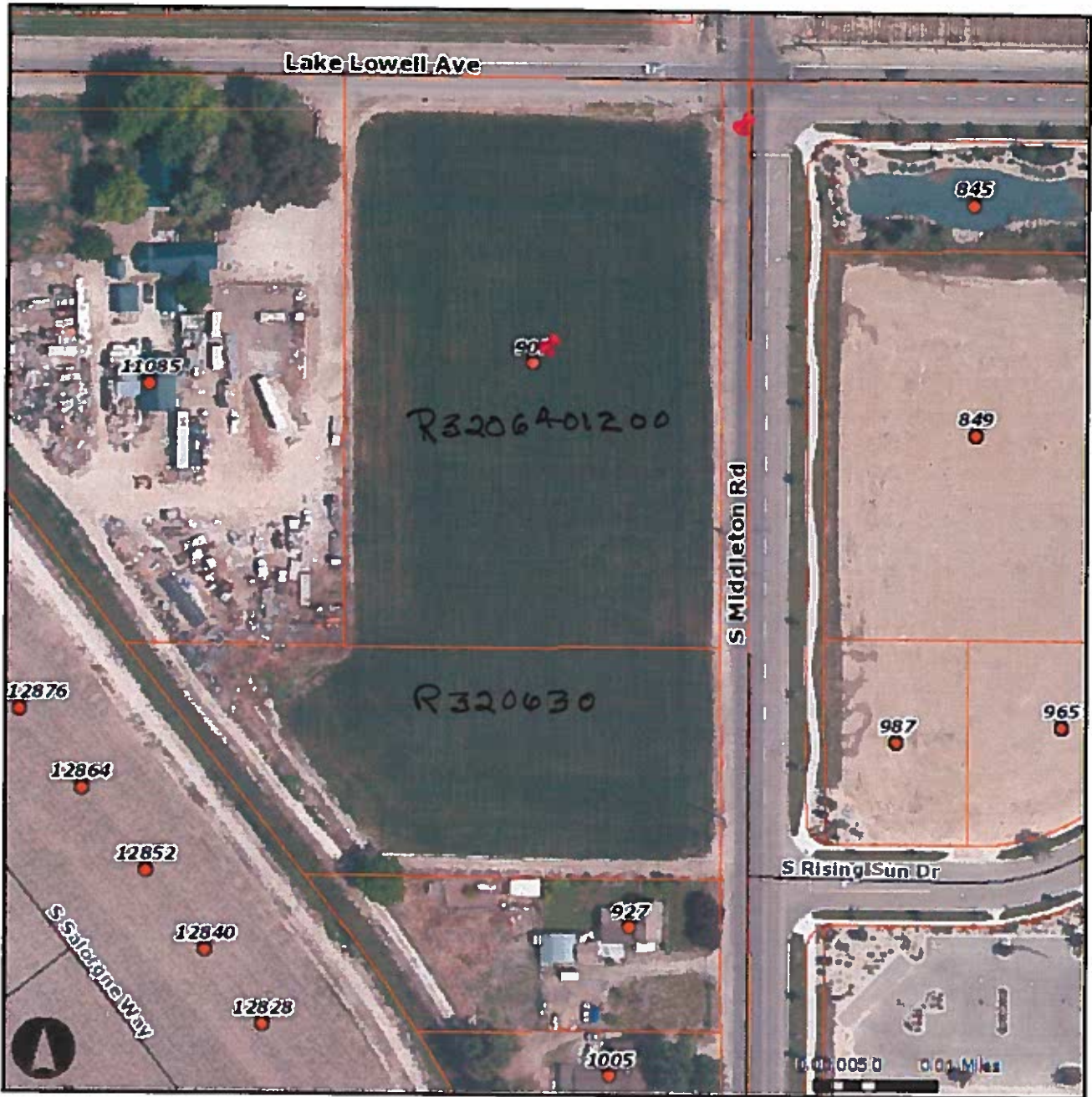
- Active
- Hold
- Proposed
- Retired
- Other

County Parcels



Copyright

Map



Address Candidates



Address Points

- Active
- Hold
- Proposed
- Retired
- Other

County Parcels



Copyright



City of Nampa

PLANNING and ZONING DEPARTMENT

OFFICE (208) 468-5484

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

AFFIDAVIT OF LEGAL INTEREST

STATE OF IDAHO)

:SS

COUNTY OF CANYON)

A. I, Marc Ikebasa, DROFINO PROPERTIES, LLC whose address is 1317 S. Spring Valley Drive, Nampa, ID 83686, being first duly sworn upon oath, depose and say that I am the owner of record of the property described on the attached application.

B. I grant my permission to Theodore Caldwell, whose address is PO. Box 38, Davis, CA 95617, to submit the accompanying application pertaining to the property described on the attached application.

C. I agree to indemnify, defend and hold the City of Nampa and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

Dated this 10th day of November, 2016.

[Signature]
Signature

SUBSCRIBED AND SWORN to before me the 10 day of November 2016



Barbara Ehle
Notary Public for Idaho
Residing at: Middleton, Id
Commission Expires: 6-18-2021

V1111
This is the
Broker info.

Address:
905 S. Middleton Rd, Nampa
(~~Corner~~ corner of Lake Lowell)

View Listings

Storage Land

Intermountain MLS, Inc.

FFI
(My price under
contract.
→ 525,000)

Agent Detail

Tracy Kasper
Phone: 208-867-2789
Silverhawk Realty
www.justIMAGINEidaho.com
http://www.justimagineidaho.com



Views

MLS Client Detail

Listings

MLS: 88583611 Price: \$599,800

Print



MLS #	88583611	Asking Price	\$599,800
Class	Land	Price/Sq Ft	169,872.71
Type	Commercial	Sold Price	
Area	Storage South (68) - 1250	Sold Price/Acre	
Address	905 S Middleton Road	Status	Active
City	Nampa	# Acres	3.50
Zip	83686	Land Size	3 Acres - 0.9 Acres
Count	Street Lake Lowell & Middleton	Lot Size	17' X 17'

ADDITIONAL PHOTOS



Documents: None

GENERAL

Listing Date: 6/25/2016
 DCM: 392
 CMC Y/N: Yes
 Curb & Ramps? No
 Curb & Cuts? No
 Flood Ins Req? No
 Improv. Dist? No
 Irrigation? Yes
 Irrigation Cont? Yes
 Irrig Dist Name: Nampa/Meridian
 Int. Access? No
 Paved Street? Yes
 Phone Lines? Yes
 Sewer? No
 Survey Avail? Yes
 View? No
 Waterfront? No
 Wet Sites Avail? Yes
 Water Cdn? Yes
 Subdivided: 0 Not Applicable

Taxes: Year & Amount: 2014 1,843.60
 County: Canyon
 School District: Nampa School District #131
 Grade School: Chrysan
 Jr High: Lane Star
 Sr High: Nampa HS
 Electric: Available
 Fenced: None
 Gas: Natural Gas
 Land Use: 2-4 Units, 5+ Units, Condo/Townhomes, Mobile Home

REMARKS

Approximately 3.5 acres of commercial property (zoned "Neighborhood Business") gives you the flexibility of multifamily, storage units, retail, automotive businesses, retail and/or professional, RV park, mobile home park, convenience store, and several more potential uses in hospital, highway, rec center, Lake Lowell, and golf course. Many residential neighborhoods surround the site as well, making it a perfect neighborhood commercial site.

Assoc. Status/Transfer: 0 Assoc. Fees: 0.00

REC/Bank Owned? No In Foreclosure? No Short Sale? No

Directions: From corner of 12th Ave (HWY 48) and Lake Lowell Ave/Went on Lake Lowell to the corner of Middleton
 Legal: 31-3W-2W NE TX 2 ON HERE LE TX 2A AND TX 2B (1.8ac +/-) & 31-3W-2W NE TX 0333 HERE (2.8ac +/-)

FEATURES

ORIGINATION TYPE: Ditch/Paved
 ROAD/STREET: Paved
 TERMS: Cash, Other
 TOPOGRAPHY: Level
 WASTE DISPOSAL SYSTEM: Sewer-Proposed
 WATER: City Service



Tracy Kasper, CRS, GRI, SFR, Broker, Owner
 Silverhawk Realty
 (208)867-2789 / tracy@justIMAGINEidaho.com
 www.justIMAGINEidaho.com



This information is not guaranteed. Equal Housing Opportunity
 Today's Date: 07/1/2016

CHECKING US BANK 1375

DAVIS-HERITAGE HOUSE ACCOCIATES

129

Chk #	DATE	PAYEE	NET AMOUNT
129	Nov 16 16	City Of Nampa.....	463.00
dr		CONSTR. IN PROGRESS/NAMPA.....	463.00
memo		Conditional Use Permit	
memo		905 S. Middleton Road	

THIS CHECK IS VOID WITHOUT A BLUE BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW

DAVIS-HERITAGE HOUSE ACCOCIATES

PO Box 38
Davis, CA 95617
530-666-5799

U.S. BANK
U.S. Bank of California
1-800-872-2657
90-2267/1211

129

FAY TO THE ORDER OF

****FOUR HUNDRED SIXTY THREE AND 00/100 DOLLARS*****

DATE: Nov 16 16

AMOUNT: *****\$463.00*

City Of Nampa

City Of Nampa
411 3rd Street South
Nampa, ID 83651

Memo: Conditional Use Permit
905 S. Middleton Rd

SIGNATURE: *[Handwritten Signature]*

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

NAMPA PLANNING AND ZONING DEPT. RECEIPT

20261

DATE 11/23/16

RECEIVED FROM DAVIS-HERITAGE HOUSE ASSOC.

ADDRESS P.O. Box 38

DAVIS, CA 95617

DOLLARS \$ 463.⁰⁰

JOB ADDRESS 905 S. MIDDLETON

SUBDIVISION _____

WATER

METER _____

CAPACITY _____

SERVICE LINE _____

DISTRIBUTION _____

MAINLINE _____

SEWER

CAPACITY _____

TRUNKLINE _____

MAINLINE _____

TV SEWER _____

SEWER MODEL _____

PLATS & ZONING

PRELIMINARY _____

FINAL _____

SHORT _____

CONDOS _____

APPLICATION

C-U-P

CASH

CHECK # 129

SIGNATURE

[Handwritten Signature]

RECEIPT (TRC-1412632-23-11-2016)

BILLING CONTACT

Theodore Caldwell
P O Box 38
Davis, CA 95617



REFERENCE NUMBER	FEE NAME	TRANSACTION TYPE	PAYMENT METHOD	AMOUNT PAID
CUP-00059-2016	Conditional Use Permit (More than 1 Acre)	Fee Payment	Check #129	\$463.00
			SUB TOTAL	\$463.00
			TOTAL	\$463.00

200604068

ORDINANCE NO. 3528

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING APPROXIMATELY 5.92 ACRES OF REAL PROPERTY LOCATED AT THE SOUTHWEST CORNER OF SOUTH MIDDLETON ROAD & LAKE LOWELL AVENUE INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ZONING THE SAME BN 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 5.92 acres located at the southwest corner of South Middleton Road & Lake Lowell Avenue, 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 BN.

Section 3: That this annexation and zone ordinance is subject to and limited by that certain Development Agreement entered into between the parties.

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 19th DAY OF December, 2005.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 19th DAY OF December, 2005.

Approved:

By Tom Dale
Mayor

Attest:

City Clerk

By Theresa Lambing

State of Idaho)

Canyon County)

On this 19 day of December, 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 Whereof, 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





Land Surveying, Inc.

GPS, BOUNDARY,
TOPOGRAPHIC AND A.L.T.A.
SURVEYS
CONSTRUCTION STAKING
3D SCANNING

1121 E. State Street • Suite 105 • Eagle, Idaho 83616 • office: 1-208-939-7373 • fax: 1-208-939-7321

Job No. 05915
J.B.F.
17-07-05

LEGAL DESCRIPTION
FOR
CANYON COUNTY LAKE ESTATES

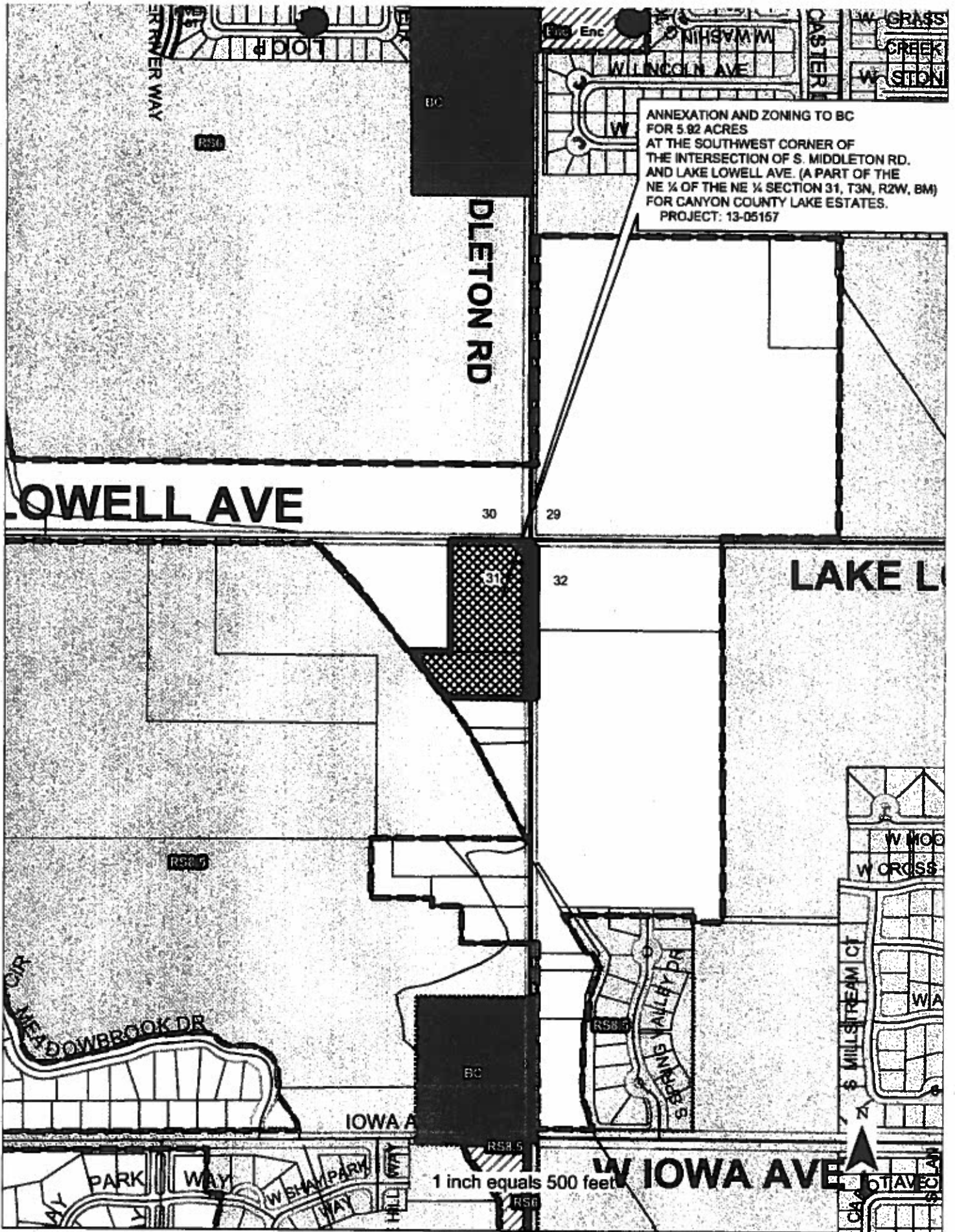
ANNEXATION DESCRIPTION

Part of the Northeast 1/4 of then Northeast 1/4 of Section 31, Part of the Northwest 1/4 of the Northwest 1/4 of Section 32. Part of the Southeast 1/4 of the Southeast 1/4 of Section 30 and Part of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho described as:

Commencing at the corner common to Sections 29, 30, 31, & 32, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and running thence S00°51'18"E 681.27 feet along the East line of Section 31 to the Point of Beginning; thence S89°30'27"W 376.87 feet; thence N38°16'22"W 253.04 feet; thence N89°30'27"E 182.62 feet; thence N00°51'18"W 506.27 feet; thence N89°30'27"E 373.00 feet; thence S00°51'18"E 706.27 feet; thence S89°30'27"W 25.00 feet to the point of beginning.

Parcel contains 6.53 acres.





ANNEXATION AND ZONING TO BC
 FOR 5.92 ACRES
 AT THE SOUTHWEST CORNER OF
 THE INTERSECTION OF S. MIDDLETON RD.
 AND LAKE LOWELL AVE. (A PART OF THE
 NE 1/4 OF THE NE 1/4 SECTION 31, T3N, R2W, 6M)
 FOR CANYON COUNTY LAKE ESTATES.
 PROJECT: 13-05157

1 inch equals 500 feet



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this 13 day of December, 2005 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and CANYON COUNTY LAKE Estates, an Idaho L.L.C., hereinafter referred to as "Owner/Developer."

RECITALS

- A. Owner/Developer is the owner of approximately 5.92 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 9/14/05 (the "date of application") for annexation of the Property into City and for rezoning of the Property to BN 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 BN 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.

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 or 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

Handwritten signature of Tom Dale in cursive.

Tom Dale, Mayor

Handwritten signature of Diana Lambing in cursive.

Attest: Diana Lambing, City Clerk

OWNER/DEVELOPER

CANYON COUNTY LAKE ESTATES, LLC

an _____

By R.W. GEORGE, MANAGER

By _____

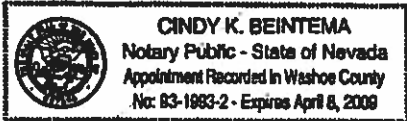
STATE OF IDAHO)
Nevada) ss.
County of Canyon)
Washoe

On this 13th day of December, in the year of 2005, before me Robert W. George,
Cindy K. Beintema, 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.

Cindy K. Beintema
Notary Public for State of ~~Idaho~~ Nevada
Residing at Sparks, NV
Commission Expires: 04/08/09

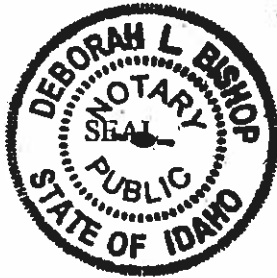
SEAL



STATE OF IDAHO)
) ss.
County of Canyon)

On this 19th day of December, in the year of 2005 before me,
Deborah L. Bishop, personally appeared Tom Dale, Diana Lambing known or
identified to me, to be Mayor + City Clerk, of Nampa, 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 Nampa.

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



Deborah L. Bishop
Notary Public for State of Idaho
Residing at Nampa, Canyon County, Idaho
Commission Expires: 6-13-2007

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. 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 the adjacent public roadways.
3. No office, commercial, or industrial use located on the Property shall be open before 6:00 a.m. in the mornings or after 11:00 p.m. in the evenings.
4. **Building and Site Design:** The facades and site development of new business buildings or complexes to be constructed on the Property shall comply with the following standards:
 - a. **Structure Placement:** The "buildable" portions of properties shall accommodate a non-strip development design. Projects shall be designed to use the least number of vehicular access points, include landscaping and pedestrian benefits, and minimize any negative impact on adjoining properties. Detached sidewalks are encouraged.
 - b. **Building Orientation:**
 - Buildings shall be oriented with primary consideration being given to the visual impact from arterial streets. The view from arterial streets should be dominated by the view of the primary or front building façade. External views of large expanses of parking lots are strongly discouraged.
 - Buildings shall be oriented to face the most primary, adjacent road to the property upon which they are proposed to be constructed.
 - Loading docks shall not face the front of the property. Also, loading docks shall not face the front of any adjacent principle building when possible, nor any residential use or zoned area.
 - c. **Building Exteriors:** Facades shall include architectural characteristics which are compatible with the adjoining development and shall be consistent on each building face that is exposed to view from the public right-of-way and/or adjacent to residential use or zone.
 - Buildings shall include changes in plain such as cornices, bases, fenestration, wainscoting, for at least 40% of the exterior wall area.
 - Building frontages greater than 100 feet in length shall have offsets, jogs or have other distinctive changes in the building façade.
 - Public entrances shall be easily identified and distinct from the remainder of the building, either through architectural form or use of color, material, and texture of the façade.

- e. **Exterior Finish Materials:** Exterior finish materials shall be non-reflective and shall include at least three colors, textures and/or materials.
- External building materials shall include masonry (e.g., brick, stone, concrete), and exterior insulation finish systems with allowances for accents utilizing alternative materials such as metal, split face block and glass curtain walls.
 - Black and/or bright colors are discouraged and are allowed to only cover 25% of the overall wall square footage.

e. **Mechanical Units:** Mechanical equipment and utilities shall be placed and installed in such a way as to have minimal impact on adjoining properties, and shall be screened from public view with either proper landscaping or by being contained within an enclosure consistent with the architecture of the main building.

- **Roof mounted:** Mechanical vents protruding through the roof and similar features shall be painted so as to match the color of the roof. Exposed metal flashing or trim shall be anodized or painted to blend with the exterior colors of the building. Roof mounted mechanical shall be screened from public view from any street abutting the property by a screen wall enclosure consistent in appearance with the architectural treatment of the main building.
- **Ground mechanical equipment and utilities:** Ground mounted equipment and utilities shall be placed and installed in such a way to have the least impact on adjoining properties, and shall be screened from public view with a combination of evergreen and deciduous bushes and trees, with a minimum of 5' depth continuous around utility, these shall be irrigated with landscaping fabric and ground cover, or, to be contained within an enclosure consistent with the architecture of the main building.

f. **Overhead Doors:** Where possible, overhead doors for service and/or repair activities and/or loading /unloading activities shall be located at the side of a building which lies opposite to any residential use/zone unless some form of screening such as a wall, landscape berm or other barrier is used to separate the two.

5. **Lighting Standards:**

- a. All exterior structure lighting shall be shielded, screened, and/or shuttered with ninety degree (90) cutoff luminaries and shall be otherwise directed so as to prevent illumination of adjoining properties, particularly when located adjoining or across the street from residentially used or zoned properties.
- The height of a freestanding light fixture (e.g., in a parking lot area) shall not exceed twenty five feet (25') or the height of the principal permitted structure, whichever is less. Parking area lights shall use ninety (90) degree cutoff luminaries ("down lighting"). Building mounted lights shall not be higher than twenty-five (25) feet from ground level.
 - Electrical feeds to outdoor light fixtures shall be placed underground not overhead.
 - All lights on site shall be consistent in style, design, height, size and color.
 - Lighting to highlight or illuminate architecture and signs shall be attractive without significant spillage of light upward or downward.
 - Pedestrian circulation routes shall be illuminated.

- Floodlights shall not be allowed.
- Metal halide bulbs shall not be used.

6. **Fencing/Screening:** Fencing of anything other than mechanical or maintenance-related equipment or stored inventory or trash receptacles is prohibited. Trash receptacles shall be screened with durable materials as found on the related building's facade.

7. **Trash Receptacles:** Trash receptacles shall be located in service areas at side or rear yards and not visible from streets abutting a property. Receptacles shall be screened as noted in the above paragraph.

8. **Signs used on the Property shall comply with all of the underlying provisions of the city sign code for the applicable zone. In addition the following shall govern the provision of advertising signage on the property:**

a. Only signs for building/business identification, public safety and way finding shall be permitted.

b. Business signs shall be attractively illuminated without excessive spillage of light upward or outward.

c. Signs that are wholly or in part electronic message center displays shall not be allowed notwithstanding any other provision of city code that makes allowances for electronic reader board signs.

d. Neon lighting is not and shall not be allowed.

e. The color and materials used for the signs shall feature materials, color, and texture of the building for which they advertise.

9. **Landscaping:** The following landscape standards (in addition to those listed in Title 10, Chapters 22 and 33) shall apply to new building construction:

a. **Location(s) and Quantity of Landscaping Required:**

- **General Location Requirement:** Landscaping shall be emplaced on a site wherever a structure, pedestrian pathway or parking lot is not located.
- **Arrangement:** Landscaping shall be arranged in a natural pattern designed by a landscape architect and shall serve to highlight buildings entrances and pedestrian plazas without encroaching into public right-of-way so as to impede pedestrian and vehicular views or intruding into required vision triangles.
- **Around Building Exteriors:** Shrubs and flower beds shall be required around any new building's exterior. They are also required in the front yard of the development to enhance the appearance of a building when viewed from a right-of-way that abuts the development site.
- **Screening:** Needled evergreens may be used to help screen mechanical equipment and service areas.

- Growth Coverage: Plants used in landscaping around a building or on a development site shall be selected to complement the scale of the development area and any building(s) thereon.
- b. Landscaping Components Requirements:
- Composition of added plants selected (aside from what is required by Title 10, Chapter 33 for a landscape strip along an arterial or collector street) shall be comprised of at least 50 percent flowering trees.
 - Landscaping shall be designed so that 50% coverage of the site occurs after the first year and 90% coverage occurs after five years.
- c. Storm Water Retention: Planter areas may be used to absorb onsite storm water in accordance with city storm water regulations.

200604068

RECORDED

2006 JAN 20 PM 3 17

G. NOEL HALES

CANYON COUNTY RECORDER

BY

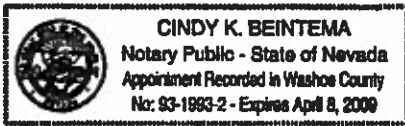


REQUESTING PARTY CITY OF
 TYPE CA FEE 0

JURAT

State of Nevada
County of Washoe } ss.

Subscribed and sworn to (or affirmed) before me
this 13th day of December, ~~19~~ 2005 by
Date Month Year
(1) Robert W. George
Name of Signer(s)



(2) _____
Name of Signer(s)
Cindy K. Beintema
Signature of Notary Public

OPTIONAL

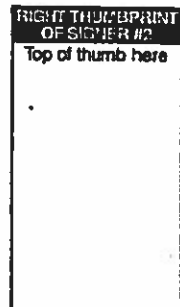
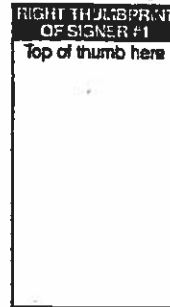
Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Development Agreement

Document Date: 12/13/05 Number of Pages: 4

Signer(s) Other Than Named Above: _____





Land Surveying, Inc.

GPS, BOUNDARY,
TOPOGRAPHIC AND A.L.T.A.
SURVEYS
CONSTRUCTION STAKING
3D SCANNING

1121 E. State Street • Suite 105 • Eagle, Idaho 83616 • office: 1-208-939-7373 • fax: 1-208-939-7321

Job No. 05915

J.R.F.

12-07-05

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
CANYON COUNTY LAKE ESTATES

ANNEXATION DESCRIPTION

Part of the Northeast 1/4 of then Northeast 1/4 of Section 31, Part of the Northwest 1/4 of the Northwest 1/4 of Section 32, Part of the Southeast 1/4 of the Southeast 1/4 of Section 30 and Part of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho described as:

Commencing at the corner common to Sections 29, 30, 31, & 32, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and running thence S00°51'18"E 681.27 feet along the East line of Section 31 to the Point of Beginning; thence S89°30'27"W 376.87 feet; thence N38°16'22"W 253.04 feet; thence N89°30'27"E 182.62 feet; thence N00°51'18"W 506.27 feet; thence N89°30'27"E 373.00 feet; thence S00°51'18"E 706.27 feet; thence S89°30'27"W 25.00 feet to the point of beginning.

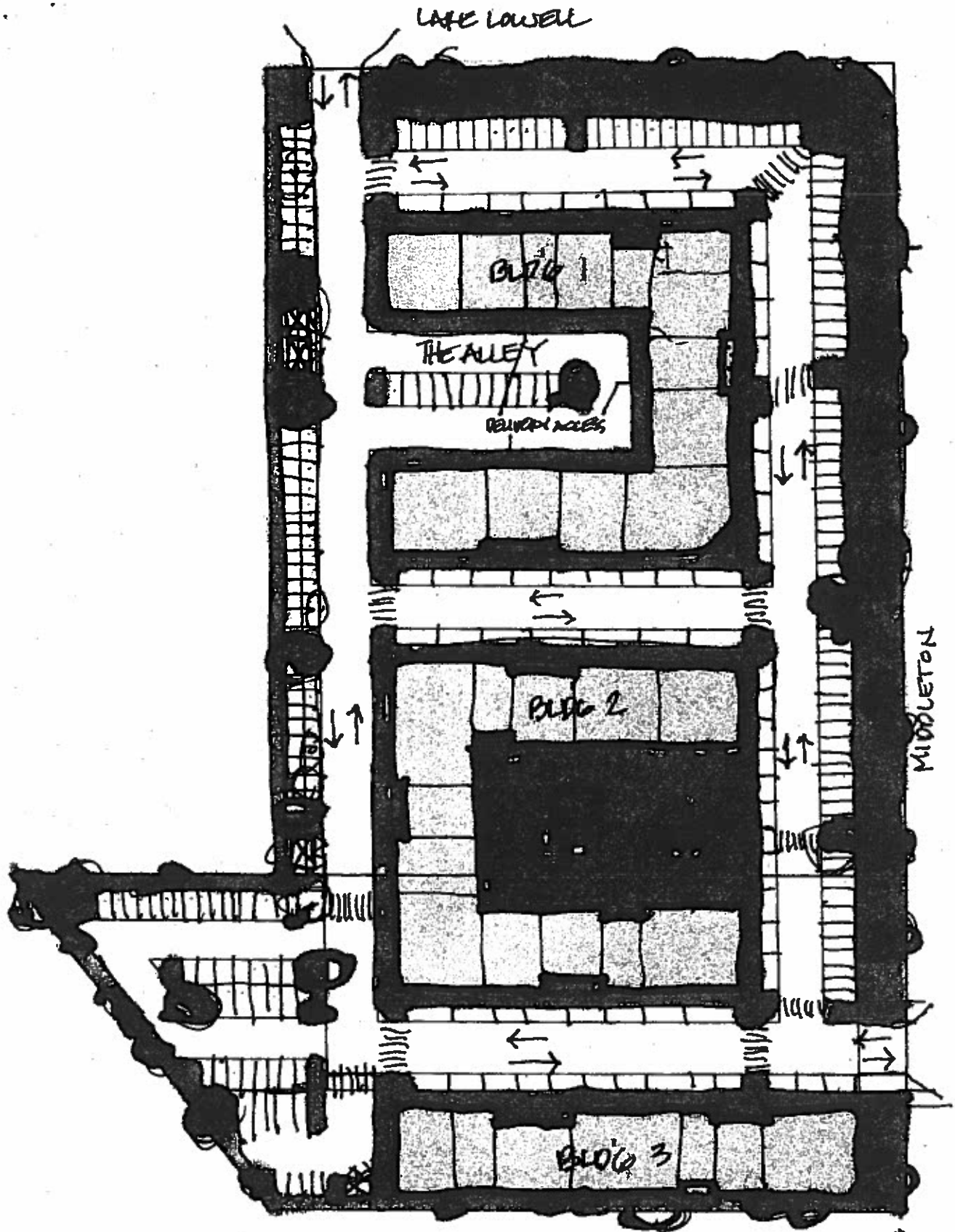
Parcel contains 6.53 acres.



EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "B"
CONCEPTUAL PLAN



SITE PLAN ↑

OROFINO PROPERTIES, LLC

1350 East Greg St., Suite 3
Spark, Nevada 89431-7145
Tel 775-333-9199 Fax 775-358-3190

January 13, 2006

Robert Hobbs
Assistant Director
Planning & Zoning Division
411 3rd St. So.
Nampa, ID 83651

Re: Canyon County Lake Estates, LLC/Annexation of 5.92 acres, S.Middleton Road and Lake Lowell Ave.

Dear Mr. Hobbs:

The above property was recently annexed to the City of Nampa. As part of this process we executed a Development Agreement and a Deed to the City for the right-a-ways.

Since delivering the Right-a-way deed to the City of Nampa, we transferred our interest to OROFINO PROPERTIES, LLC. A copy of a recent Title Report is attached showing title vested in the name of Orofino Properties, LLC.

We recently sold our interest in Canyon County Lake Estates, LLC and as part of the purchase, the selling members or partners retained the above property. In that process we conveyed the interest to Orofino. The original members (three) of Canyon County are exactly the same members in Orofino.

We have attached the correct deed to the City for future recordation.

We apologize for any inconvenience this may have caused the City.

Sincerely,



David E. Cox
Manage of Orofino Properties, LLC

Map

40' Right of way

50' Right of way



Address Points

- Active
- Hold
- Proposed
- Retired
- Other

County Parcels



Centerline_5k_in

- Road
- Trail
- Lakes_15k_to_o
- Lake
- Lake Ext
- Refuge
- Island
- river

Imagery 2015

- Red: Band_1
- Green: Band_2
- Blue: Band_3

Address Points

Centerline_5k_in

Imagery 2015