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2024-002019

RECORDED

01/23/2024 03:15 PM



CHRIS YAMAMOTO
CANYON COUNTY RECORDER
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ORDINANCE
NAMPA CITY OF

ORDINANCE NO. 4782

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 0 WILSON LANE, NAMPA, IDAHO, (COUNTY PARCEL R3243401000) COMPRISING APPROXIMATELY 3.74 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE LIMITS OF THE CITY OF NAMPA, CANYON COUNTY, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, AND BE ZONED RML (LIMITED MULTIPLE FAMILY RESIDENTIAL); THAT THE PRELIMINARY PLAT BE APPROVED; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA; DETERMINING THAT SAID ANNEXATION AND ZONING ARE IN THE BEST INTEREST OF THE PUBLIC AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, AND TO DESIGNATE SAID PROPERTY AS RML (LIMITED MULTIPLE FAMILY RESIDENTIAL) ON THE OFFICIAL ZONING MAP AND OTHER AREA MAPS OF THE CITY; PROVIDING FOR RECORDATION; SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT BETWEEN THE APPLICANT AND THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HERewith; AND, DIRECTING THE CITY CLERK TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215.

BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, STATE OF IDAHO;

SECTION 1. Whereas, the Nampa City Council, upon the recommendation of the Nampa Planning & Zoning Commission and in compliance with the public notice and hearing processes required by Idaho Code chapter 65, Title 67, and Nampa City Code § 10-03-08 and Chapter 2, Title 10, approved the annexation and zoning application in Case No. ANN-00281-2023 & SPP-00124-2023 at a public hearing held on September 5, 2023.

SECTION 2. It is hereby determined to be in the best interests of the public, and consistent with the Nampa Comprehensive Plan, that the following described property as 0 WILSON LANE, NAMPA, IDAHO, (COUNTY PARCEL R3243401000), which is contiguous to the City of Nampa, Canyon County, Idaho, commonly known as, comprising approximately 3.74 acres, more or less, should be annexed into the City of Nampa and be zoned RML (LIMITED MULTIPLE FAMILY RESIDENTIAL), to-wit:

See Exhibit "A" attached hereto and made a part hereof by this reference. Said property is also visually depicted in the drawing marked as Exhibit "B" attached hereto and made a part hereof by this reference.

SECTION 3. That the above-described property is hereby annexed into the corporate limits of the City of Nampa and zoned RML (LIMITED MULTIPLE FAMILY RESIDENTIAL). Said annexation is subject to the conditions contained in Exhibit "C" attached hereto and incorporated by reference herein and that the preliminary plat is approved.

SECTION 4. That the recordation of this ordinance shall be deemed for all intents and purposes as an amendment to the zoning ordinance and zoning map of the City of Nampa. The City Engineer and the Planning & Zoning Director of the City of Nampa, Idaho, are hereby instructed to so designate the same above-described property on the official zoning map and other area maps of the City of Nampa, Idaho as lying within the city limits and zoned RML (LIMITED MULTIPLE FAMILY RESIDENTIAL).

SECTION 5. This ordinance shall be in full force and effect from and after its passage, approval, publication and recordation according to law. The aforementioned annexation and zoning and approval for the preliminary plat are subject to the conditions of approval and the development agreement adopted by the City Council in its decision. The development agreement is hereby approved – see Exhibit C attached hereto and made a part hereof by reference.


SECTION 6. All ordinances, rules and regulations, and parts thereof, in conflict herewith are repealed. This ordinance is severable; should any portion hereof be determined to be unlawful the remainder shall remain in full force and effect to the fullest possible extent.

SECTION 7. The Clerk of the City of Nampa, Idaho shall, within 10 days following the effective date of this ordinance, duly file a certified copy of this ordinance and a map prepared in a draftsman-like manner plainly and clearly designating the boundaries of the City of Nampa, including the land herein annexed, with the following officials of the County of Canyon, State of Idaho, to-wit: the Recorder, Auditor, Treasurer and Assessor and shall file simultaneously a certified copy of this ordinance with the State Tax Commission of the State of Idaho, all in compliance with Idaho Code 63-215.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 16TH DAY OF JANUARY 2024.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 16TH DAY OF JANUARY 2024.

Attest:



Mayor Debbie Kling



City Clerk

State of Idaho)

Canyon County)

On this 16th day of January 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Debbie Kling known to be the Mayor and Charlene Tim known to be the City Clerk of the City of Nampa, 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.



Residing at: Nampa, Canyon County, Idaho
My Commission Expires: 9-11-2029

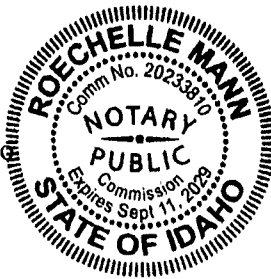


EXHIBIT A – Legal Description



Project No: 220071
Date: May 2, 2023
Page 1 of 1

PARCEL A
Property Description

Located in the SW1/4 of the NW1/4 of Section 36, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

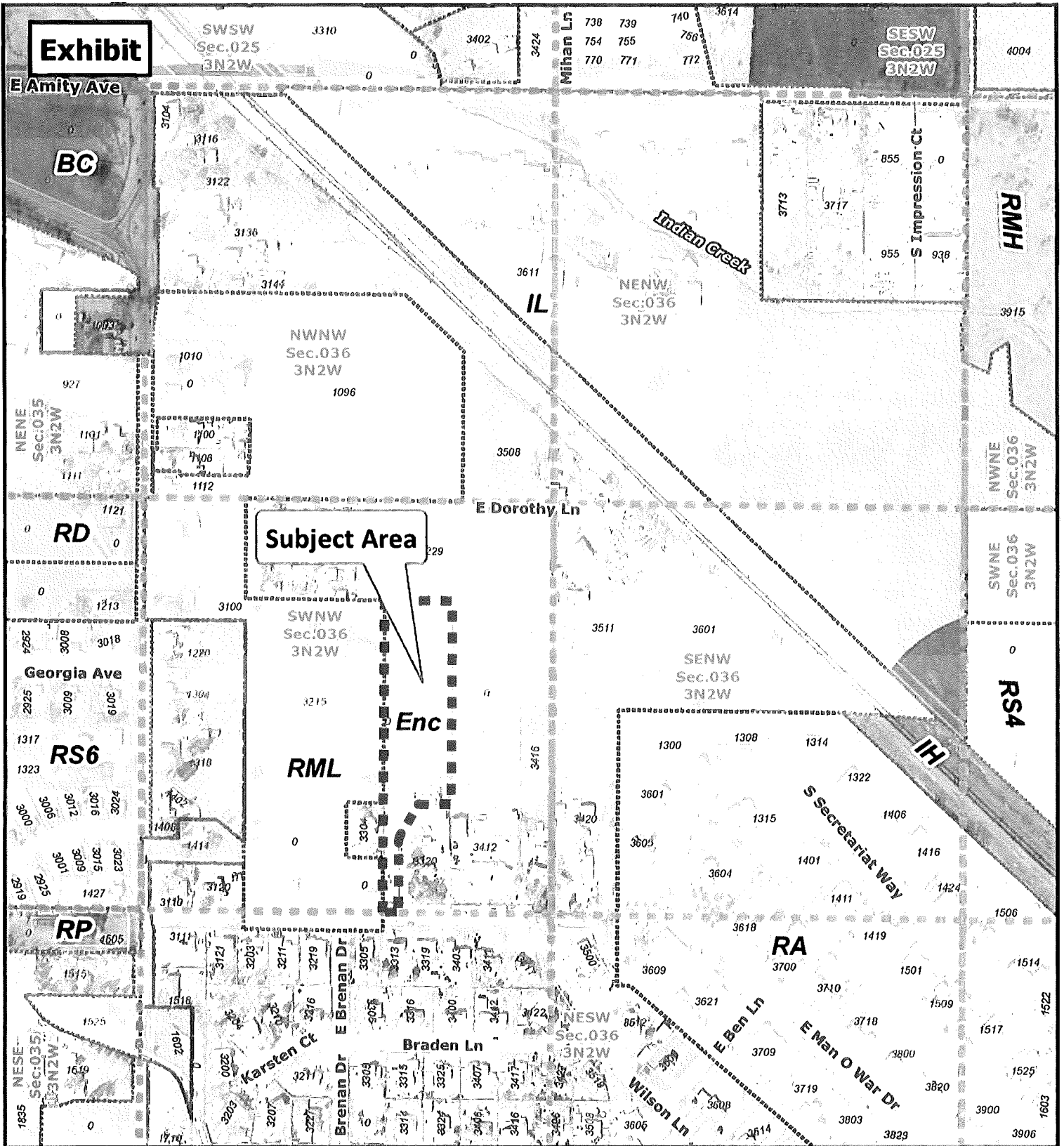
COMMENCING at a 5/8-inch rebar marking the west one-quarter corner of said Section 36; thence, along the south boundary of said SW1/4 of the NW1/4 and the north right-of-way of Wilson Lane per Quitclaim Deed Instrument No. 670204, records of Canyon County, Idaho,

- A. S.89°13'39"E., 775.40 feet to the **POINT OF BEGINNING**; thence, leaving said south boundary and north right-of-way,
1. N.00°26'52"E., 1001.19 feet; thence,
 2. S.89°13'43"E., 217.70 feet; thence,
 3. S.00°26'52"W., 652.65 feet; thence,
 4. N.89°33'08"W., 104.91 feet; thence,
 5. S.30°26'52"W., 107.81 feet to the beginning of a tangent curve; thence,
 6. Southwesterly along said curve to the left, having a radius of 70.00 feet, an arc length of 36.54 feet, through a central angle of 29°54'42" and a long chord which bears S.14°40'21"W., 36.13 feet; thence, tangent from said curve,
 7. S.00°26'52"W., 209.20 feet; thence,
 8. S.44°23'15"E., 14.18 feet to said north right-of-way; thence, along said right-of-way,
 9. N.89°13'39"W., 60.00 feet to the **POINT OF BEGINNING**.

CONTAINING: 3.744 acres, more or less.

EXHIBIT B – Exhibit/MAP

Exhibit

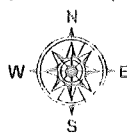


NAMPA Proud

0 Wilson Ln Annexation

Annexation & Zoning to RML for Wilson Landing Subdivision

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



0 100 200 300 400 Feet

Subject Area	DV	RD_PUD	RS12
County Parcels	Enc	RMH	RS12_PUD
PLSS	GB1	RML	RS15
Zoning	GB2	RML_PUD	RS15_PUD
AG	IH	RP	RS18
BC	IL	RP_PUD	RS18_PUD
BC_PUD	IL_P_ID	RS8	RS22
BF	IL_RS	RS8_PUD	RS22_PUD
BN	IP	RS7	U
BN_PUD	IP_RS	RS7_PUD	UnZoned
DB	RA	RS8_5	
DH	RD	RS8_5_PUD	

ANN-00281-2023

12/29/2023
For illustrative purposes only

EXHIBIT C – Development Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

(Space Above for Recorder's Use)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**"), is made and entered into on December 29, 2023 (the "**Effective Date**"), by and between the City of Nampa, a municipal corporation of the State of Idaho, hereinafter referred to as the "**City**", and Wilson Landing LLC registered to do business in Idaho, hereinafter referred to as "**Owner/Developer**". City and Owner/Developer may be referred to individually as a "**Party**" or collectively as the "**Parties**" as warranted under the circumstances.

RECITALS

A. Owner/Developer owns that certain real property located in the City of Nampa, which is approximately 3.74 acres and legally described in **Exhibit "A"**, attached hereto and incorporated herein (the "**Property**"). The Property is annexed into the City of Nampa.

B. Owner/Developer applied to City on 5/24/20 (the "**date of application**") for annexation and zoning of the Property to RML (zoning designation) in anticipation of the eventual use of the Property for a Townhouse Project (the "**Project**"). The conceptual site plan approved by the City and which is to be substantially complied with by the Parties is attached hereto as **Exhibit "B"** and made part hereof (the "**Conceptual Site Plan**").

C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to rezone the Property and enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area

D. City's Planning and Zoning Commission and City Council have held public hearings as prescribed by law with respect to the zoning and development of the Property and adoption of this Agreement. City has approved the requested annexation and zoning to RML (zoning designation) subject to the terms and commitments contained in this Agreement.

E. On September 5, 2023, City issued a written decision approving the annexation and zoning to RML (zoning designation) together with the approval of this agreement, which decision sets forth specific conditions of approval that guide the development of Property, which conditions of approval are attached hereto and incorporated herein as **Exhibit "C"** (the "**Conditions of Approval**").

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the Parties' commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation.

2. The final building design and/or layout of the Project on the Property shall be in substantial conformance with the Conceptual Site Plan, provided, however, Developer shall have flexibility to develop the Property to meet market conditions or adjust to accommodate site constraints or access issues as long as such changes are not substantial as determined by the City. All development of the Property shall be in accordance with all applicable laws and regulations and shall also be consistent with the development standards set forth in this Agreement and the Conditions.

3. This Agreement is intended to be supplemental to all other local, city, state and federal Code requirements, rules and regulations, and is established to help assure the compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this Agreement conflicts with any provision of the Nampa City Code, this Agreement shall prevail to the extent permitted by law.

4. The provisions and stipulations of this Agreement shall be binding on City, Owner/Developer, each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in the conditions of approval attached hereto as Exhibit "C", and by this reference incorporated herein.

5. Other than as specifically provided herein, this Agreement may be modified only by the written agreement of Owner/Developer and the City after complying with the notice and hearing procedures required under Idaho Code Section 676511A or Nampa City Code Section 1025 (D) or successor provisions.

6. The execution of this Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of Owner/Developer to comply with the terms and conditions of this Agreement. Provided, however, that no such consent shall be deemed to have been given unless City provides written notice of any such failure and Owner/Developer or its successors and/or assigns fails to cure such failure as set forth below.

7. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be

those rules, regulations and official policies in effect as of the Effective Date. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is filed. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the ordinance's effective date is after the Effective Date of this Agreement.

8. It is intended by the Parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The Parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon the City, Owner/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

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

10. This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between Owner/Developer and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by the Parties or their applicable successors-in-interests or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.

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

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

13. If the Property subject to this Development Agreement consists of multiple parcels or is subsequently divided and any parcel(s) which are a portion of the original subject property are sold to different parties then this Development Agreement may be modified in whole or in part or terminated as to a specific parcel or parcels upon compliance with the notice and public hearing requirements specified in this Development Agreement, applicable city ordinance and state code without the requirement that the owner(s) of any of the other parcels which were part of the original Property agree to or be party to such amendment or termination of this Development Agreement.

14. In the event Owner/Developer, its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fails to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner/Developer

or by any successor or successors in title or interest or by the assigns of the Parties, in an action at law or in equity in any court of competent jurisdiction.

a. A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by Owner/Developer of any default by City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights of remedies of Owner/Developer or apply to any subsequent breach of any such or other covenants and conditions.

b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the Parties agree that City and Owner/Developer shall have thirty (30) days after delivery of written notice of such default to correct the same prior to the non-defaulting party's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be reasonably necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner/Developer for the portion of the Property still owned by Owner/Developer. A default by a subsequent owner or successor to the Owner/Developer will be considered to be applicable to the defaulting subsequent owner or successor and their property only and not a default by Owner/Developer or other subsequent owners and successors that are not in default of this Agreement.

c. In the event the performance of any obligation to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes, pandemic, or similar causes, the time for such performance shall be extended by the amount of time of such delay.

d. In addition to the remedies set forth above, in the event of a default by Owner/Developer, or any other party claiming an interest herein, City may withhold building permits on the portion of the property in default or other portions of the Property owned by Owner/Developer until such time as the default is cured.

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

OWNER/DEVELOPER
Wilson Landing LLC

ll

Name/Title Mark Peterson / member

STATE OF Idaho)
County of Ada) ss.

On this 29 day of December, in the year 2023, before me, Salina Medellin, personally appeared Mark Peterson, known or identified to me to be the Member of Wilson Landing LLC whose name is subscribed to the within and foregoing instrument and acknowledged to me that he/she executed the same and was so authorized to do so for and on behalf of said Northside Logistics Center, LLC.

[Signature]

Notary Public
Residing at Canyon
My Commission Expires 7.12.29

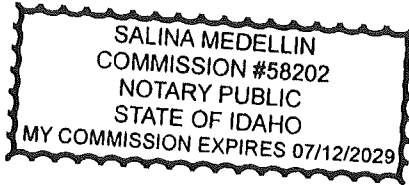


EXHIBIT 'A'
LEGAL DESCRIPTION

Project No: 220071

Date: May 2, 2023

Page 1 of 1

PARCEL A
Property Description

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COMMENCING at a 5/8-inch rebar marking the west one-quarter corner of said Section 36; thence, along the south boundary of said SW1/4 of the NW1/4 and the north right-of-way of Wilson Lane per Quitclaim Deed Instrument No. 670204, records of Canyon County, Idaho,

- A. S.89°13'39"E., 775.40 feet to the **POINT OF BEGINNING**; thence, leaving said south boundary and north right-of-way,
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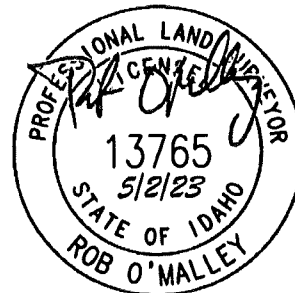
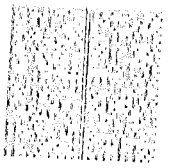


EXHIBIT 'B'
CONCEPTUAL SITE PLAN

EXHIBIT 'C'
CONDITIONS OF APPROVAL

1. Obtain a Turn Lane Analysis for Wilson & Southside and abide by any recommended improvements therein.
2. Provide a revised landscape plan that notes two trees per unit.
3. Frontage road improvements along Wilson Lane shall be constructed in accordance with Nampa City Code Section 9-3-1.
4. Any onsite wells or septic systems shall be abandoned and/or removed in accordance with Local and State regulations at the time of individual property development/redevelopment and prior to connection to applicable City services.
5. Property shall be annexed in the Nampa Municipal Irrigation District at the time of property development and prior to being served by the City's pressure irrigation system. Applicant/Owner shall provide documentation to the Nampa Engineering Division verifying water rights for the full parcel and head gate report for any surface water delivery prior to Final Plat submittal to support annexation into the District.
6. Utilities shall be constructed to and through the site at the time of property development/redevelopment, and at the sole expense of the Developer. Utility construction to include the following main lines extensions:
 - Extend 8" water and 8" pressure irrigation mains in Wilson Lane along the project frontage.
 - Extend water and pressure irrigation mains to the north boundary for future looping.
 - Extend sewer to the south and provide stubs to properties addressed 3304 and 3320 Wilson Lane.
7. Developer shall secure all public utility easements and right-of-entry agreements from the Autumn Leaf Senior Living development property owner required to support construction of identified public utility connections prior to submitting for final plat application with the City of Nampa.
8. Developer shall address all preliminary plat comments described in the memo from Nampa Engineering Division dated July 27, 2023 prior to Final Plat submittal.
9. Developer shall comply with all City Codes, Policies, and Standards in place at the time of individual property development/redevelopment.

City of Nampa Clerks Office
411 Third Street South
Nampa, ID 83651.



POSTNET
FIRST CLASS PERMIT
NO. 1000 Nampa, ID 83651
0123 2024 JAN 05 0800
050 1024 5203

POSTNET

RECEIVED
State Tax Commission

JAN 26 2024

CLERK NO ARM/PAS2

IDAHO STATE TAX COMMISSION
P O BOX 36
BOISE ID 83722