

INSTRUMENT NO. 200314033

Middleton Lakes

Recording Requested By and
When Recorded Return to:

City Clerk
City of Middleton
P.O. Box 487
Middleton, Idaho 83644

REQUEST
TYPE 31A FEE
[Signature]

9 NOEL HALES
CANYON CRT RECORDER
BY *[Signature]*

2003 MAR 5 PM 2 13

RECORDED

200313227

- re-recorded to

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and between the City of Middleton, a municipal corporation in the State of Idaho (hereinafter referred to as "City"), and applicant Providence Development Group, LLC, an Idaho limited liability company, whose address is 701 S. Allen Street, Suite 103, Meridian, Idaho 83642 (hereafter referred to as "Developer").

RECITALS

WHEREAS, Developer has applied to the City for a rezone to R-2 of the property more particularly described in Exhibit A attached hereto and incorporated herein (the "Property").

WHEREAS, the City, pursuant to 67-6511A, Idaho Code, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and the Middleton City Code.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the recitals above, which are incorporated below, the parties agree as follows:

**ARTICLE I
LEGAL AUTHORITY**

1.1 This Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Middleton City Code, Title 5, Chapter 7.

**ARTICLE II
ZONING ORDINANCE AMENDMENT**

2.1 The City will adopt an ordinance amending the Middleton Zoning Ordinance to rezone the property to R-2. The Ordinance will become effective after its passage, approval, and publication and the execution and recordation of this Agreement.

**ARTICLE III
CONDITIONS ON DEVELOPMENT**

3.1 Applicant will develop the Property subject to the conditions and limitations set forth in this Development Agreement. Further, Applicant will submit such applications regarding flood plain development permit review, design review, preliminary and final plat reviews, and/or any conditional use permits, if applicable, and any other applicable applications as may be required by the City of Middleton.

3.2 The development shall comply with the Middleton Comprehensive Plan and City Code, as they exist in final form at the time the Development Application was submitted, except as otherwise provided in this Agreement. Unless greater requirements are established by set Middleton Comprehensive Plan and City Code, the following conditions shall be satisfied:

3.2.1 The total residential units to be developed south of the proposed alternate route shall not exceed 299 units.

3.2.1.1 A reduction in the minimum allowable lot sizes as outlined in MCC 5-2-4 Table 2 of up to 10% of the minimum allowable lot sizes allowing for a minimum lot size of 6,300 square feet.

3.2.1.2 A reduction in the minimum allowable set backs as outlined in MCC 5-2-4 Table 2 as follows:

Front living area setback	15 ft from front property line
Garage setback	20 ft from front property line
Side yard setback	5 ft from each side yard property line
Rear setback	20 ft from the rear yard property line
Corner lot side setback	20 ft from side yard property line

3.2.2 All development within the Property shall be substantially consistent with the Preliminary Plat attached hereto as Exhibit B attached hereto and incorporated herein.

3.2.3 A public easement for a greenbelt pathway along Mill Slough at the north and west of the Property shall be provided as required by the Middleton Comprehensive Plan. The specific design and landscape of the pathway shall be approved by the City Council prior to the City Engineer signing the final plat for the Property.