

200629280

Revised

200668586

ORDINANCE NO. 400

Canyon Ridge

AN ORDINANCE ANNEXING TO THE CITY OF MIDDLETON, IDAHO, CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF MIDDLETON, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY AS 150.63 ACRES TO R-3 SINGLE FAMILY RESIDENTIAL AND 11.07 ACRES AS C-1 NEIGHBORHOOD COMMERCIAL WITH A DEVELOPMENT AGREEMENT; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Middleton, Idaho (the "City"), is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex to and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

WHEREAS, the owner of the real property situated in the unincorporated area of Canyon County and particularly described in Exhibits A-1; A-2 and A-3, attached and hereby made a part of this ordinance, has requested, in writing, annexation of said real property to the City of Middleton; and

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on February 27, 2006, as required by Section 67-6525, Idaho Code, and recommended to the Mayor and Council that they approve the request for annexation and zoning of 150.63 acres to R-3 Single Family Residential and 11.07 acres to C-1 Neighborhood Commercial with a Development Agreement; and

WHEREAS, the Middleton City Council, pursuant to public notice as required by law, held a public hearing on April 5, 2006 on the annexation and recommended zoning for the real property described in Exhibits A-1; A-2 and A-3 attached, as required by Section 67-6525, Idaho Code;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, IDAHO, AS FOLLOWS:

Section 1. The Middleton City Council hereby finds and declares that the real property described in Exhibits A-1; A-2 and A-3 attached is contiguous to the City, that said property can be reasonably assumed to be used for the orderly development of the City, and that the owner of said property has requested, in writing, annexation thereof to the City with a zoning designation of 150.63 acres to R-3 Single Family Residential and 11.07 acres to C-1 Neighborhood Commercial, with a Development Agreement attached as Exhibit B.

Section 2. The real property, all situate in Canyon County, Idaho, adjacent and contiguous to the City, described in Exhibits A-1; A-2 and A-3 attached, is hereby annexed to and incorporated in the territorial limits of the City of Middleton, Idaho.

Section 3. From and after the effective date of this ordinance, all property and persons within the boundaries and territory described above shall be subject to all ordinances, resolutions, police regulations, taxation, and other powers of the City of Middleton, Idaho.

Section 4. The zoning classification of the land described in Exhibits A attached is hereby

established as 150.63 acres to R-3 and 11.07 to C-1 Neighborhood Commercial as provided by the zoning ordinance of the City and in accordance with the Comprehensive Plan. The Zoning Map is hereby amended to include the real property described in Exhibit A attached as 150.63 acres as R-3 Single Family Residential and 11.07 acres as Neighborhood Commercial classification with a Development Agreement.

Section 5. The City Clerk is hereby directed to file, within ten (10) days of the passage, approval and publication of this ordinance, a certified copy of this ordinance with the offices of the Auditor, Treasurer and Assessor of Canyon County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-2215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this ordinance.

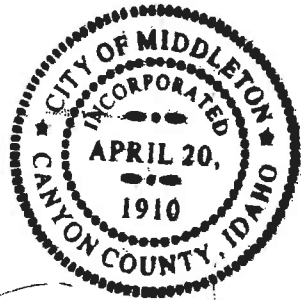
Section 6. This ordinance shall take effect and be in force from and after its passage, approval and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 19th of April, 2006

CITY OF MIDDLETON
Canyon County, Idaho

By Frank McKeever
Frank McKeever, Mayor

ATTEST:



Ellen Smith
Ellen Smith CMC, City Clerk

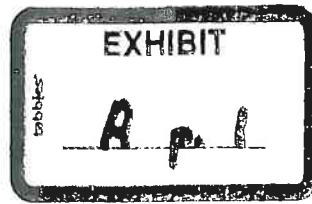
SUBJECT

#400
4-20-06
8-22-06



SCALE 1 : 20,000





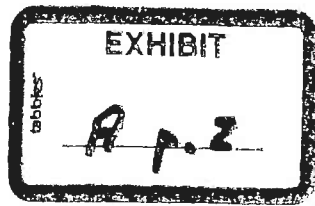
R-3 Zone

This parcel is Government Lot 4 and the N1/2 of the SW1/4 of the NW1/4 of Section 1, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the northwest corner of said Government Lot 4; thence along the north boundary of said Government Lot 4,

- 1) S.89°45'52"E., 1330.47 feet to the northeast corner of said Government Lot 4; thence along the east boundary of said Government Lot 4,
- 2) S.01°34'04"W., 1313.36 feet to the northeast corner of said N1/2 of the SW1/4 of the NW1/4; thence along the east boundary of said N1/2 of the SW1/4 of the NW1/4,
- 3) S.01°34'04"W., 660.17 feet to the southeast corner of said N1/2 of the SW1/4 of the NW1/4; thence along the south boundary of said N1/2 of the SW1/4 of the NW1/4,
- 4) N.89°35'55"W., 1341.65 feet to southwest corner of said N1/2 of the SW1/4 of the NW1/4; thence along the west boundary of said N1/2 of the SW1/4 of the NW1/4,
- 5) N.01°53'43"E., 661.05 feet to the southwest corner of said Government Lot 4; thence along the west boundary of said Government Lot 4;
- 6) N.01°53'43"E., 1308.89 feet to the **POINT OF BEGINNING**.

CONTAINING 60.46 acres, more or less.



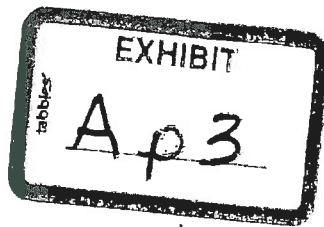
R-3 Zone

This parcel is Government Lot 3 and the SE1/4 of the NW1/4 and a portion of the S1/2 of the SW1/4 of the NW1/4 of Section 1, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the northeast corner of said Government Lot 3; thence along the east boundary of said Government Lot 3,

- 1) S.01°13'06"W., 1317.81 feet to the northeast corner of said SE1/4 of the NW1/4; thence along the east boundary of the SE1/4 of the NW1/4,
- 2) S. 01°12'23"W., 1318.59 feet to the southeast corner of said SE1/4 of the NW1/4; thence along the south boundary of said SE1/4 of the NW1/4,
- 3) N.89°37'59"W., 1345.42 feet to the southeast corner of said S1/2 of the SW1/4 of the NW1/4; thence along the south boundary of said S1/2 of the SW1/4 of the NW1/4,
- 4) N.89°37'58"W., 615.44 feet; thence,
- 5) N.01°53'45"E., 660.62 feet to a point on the north boundary of said S1/2 of the SW1/4 of the NW1/4; thence along said north boundary,
- 6) S.89°35'55"E., 611.65 feet to the northeast corner of said S1/2 of the SW1/4 of the NW1/4; thence along the west boundary of said SE1/4 of the NW1/4,
- 7) N.01°34'04"E., 660.17 feet to the southwest corner of said Government Lot 3; thence along the west boundary of said Government Lot 3,
- 8) N.01°34'04"E., 1313.36 feet to the northwest corner of said Government Lot 3; thence along the north boundary of said Government Lot 3,
- 9) S.89°45'43"E., 1329.13 feet to the POINT OF BEGINNING.

CONTAINING 90.17 acres, more or less



C-1 Zone

This parcel a portion of the S1/2 of the SW1/4 of the NW1/4 of Section 1, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the southwest corner of said S1/2 of the SW1/4 of the NW1/4; thence along the west boundary of said S1/2 of the SW1/4 of the NW1/4,

- 1) N.01°53'43"E., 661.06 feet to the northwest corner of said S1/2 of the SW1/4 of the NW1/4; thence along the north boundary of said S1/2 of the SW1/4 of the NW1/4.
- 2) S.89°35'55"E., 730.00 feet; thence,
- 3) S.01°53'45"W., 660.62 feet to a point on the south boundary of said S1/2 of the SW1/4 of the NW1/4; thence along said south boundary,
- 4) N.89°37'58"W., 730.00 feet to the **POINT OF BEGINNING**.

CONTAINING 11.07 acres, more or less.

FIRST AMENDED
DEVELOPMENT AGREEMENT



This Development Agreement ("Agreement") is entered into by and between the City of Middleton, a municipal corporation in the State of Idaho ("City"), Middleton School District #134 ("School"), J.A.P.S., LLC, an Idaho limited liability company in good standing ("Seller"), Eagle Rim Properties, LLC, an Idaho limited liability company in good standing, and Wentworth Development, L.L.C., a Utah limited liability company in good standing ("Developer").

RECITALS

WHEREAS, the School owns three parcels of real property totaling approximately 60.46 acres,

WHEREAS, J.A.P.S., LLC owns four parcels of real property totaling approximately 101.24 acres and has contracted to sell approximately 4.9 acres to The Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation in good standing ("Church"), and approximately 96.34 acres to the Developer.

WHEREAS, J.A.P.S. LLC, the School, and Developer have agreed to jointly file with the City of Middleton a single application for annexation and zoning.

WHEREAS, Developer, on behalf of J.A.P.S., LLC, the School, and Developer, has annexed into the City and zoned to R-3 the property legally described in **Exhibit A**, attached hereto and incorporated herein ("Property").

WHEREAS, Developer in conjunction with the School and Church intend to improve the Property as follows:

- 1) approximately 60.46 acres as a high school site for the Middleton School District #134,
- 2) approximately 4.9 acres as a church building and separate seminary building site for The Church of Jesus Christ of Latter-day Saints,
- 3) as "Canyon Ridge Development:" approximately 85 +/- acres as single-family residential and 11 +/- acres as C-1 zoned 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.

WHEREAS, this Agreement is to assure orderly development of the Property according to the City's plans and ordinances, and this Agreement shall be executed by the parties at the time the Property is annexed into the City.

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, and the mutual covenants, representations, and performances herein bargained for, relied on, and expected, the parties agree as follows.

ARTICLE I LEGAL AUTHORITY

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

The City will adopt an ordinance amending the Middleton Zoning Ordinance to rezone the property described in Exhibit A to R-3. The Ordinance will become effective after its passage, approval, and publication and the execution and recordation of this Agreement, all of which actions the City will conduct and the Developer will cooperate with.

ARTICLE III CONDITIONS OF DEVELOPMENT

3.1 The Property annexed by the City shall include declared or claimed right-of-ways along Willis Road and Emmett Road.

3.2 Developer will improve the Property subject to the conditions and limitations described in this Agreement. Developer will submit to the City for review and approval all applications for permits required by the City regarding improvement of the Property.

3.3 Development improvements as set forth in Title 6, Chapter 4 of Middleton City Code shall be completed in accordance with the subdivision ordinance and conform with Middleton's Comprehensive Plan, City Code, and

public works standards as they exist in final form at the time the Development Application was accepted, except as otherwise provided in this Agreement.

3.4 Unless greater requirements are in the Middleton Comprehensive Plan and City Code, the "R-3" portion of the development, excluding the School property shall have as **open space a minimum of 5%** of the Property's gross area that shall conform to Middleton City Code 6-3-7 (D) and 6-5-3-1-7 as to shape, use and method of area calculation.

3.5 Developer agrees to submit a **traffic study** to the City for review with the preliminary plat application for the Property, and Developer agrees to mitigate its proportionate share of adverse traffic impacts. The traffic study will include intersection analysis of 1) Emmett Road and Willis Road, 2) Emmett Road and State Highway 44, 3) Willis Road and Hartley Road, and 4) Hartley Road and State Highway 44.

3.6 **Road connections** will be provided to all adjoining developable properties that are at least 40 acres in size at the time this Agreement is executed.

3.7 Unless otherwise agreed to by the City, School, Church and Developer, **street accesses /approaches** from the Property shall be as follows:

a) Two main-entrance accesses/approaches and one bus/service-entrance access/approach from the Middleton School District #134 60-acre high school site onto Willis Road in the first ¼ mile east of Emmett Road. The accesses/approaches shall be at least 500 feet from the northwest corner of the Property and aligned with, or at least 125 feet from, any new street access/approach onto Willis Road from development north of the 60-acre high school site. One right-in/right-out only access/approach from the high school site directly onto Emmett Road conditioned on the location and design being approved by Canyon Highway District No. 4 and the City. One access/approach from the high school site directly onto Ninth (9th) Street at the south boundary of the school site.

b) One access/approach from the Church site directly onto Willis Road.

c) One street access intersection from the Canyon Ridge Development site onto Willis Road between the Church site and Hartley Road (between a point ¼ mile east of Emmett Road and Hartley Road). The access intersections shall be at least 500 feet west of the northeast corner of the Property and aligned with, or at

least 125 feet from, any new street access/approach onto Willis Road from development north of the Canyon Ridge Development.

d) One street access intersection from the Canyon Ridge Development site and high school site onto Emmett Road south of the high school site via westward extension of 9th Street. The access intersection shall be sited according to Canyon Highway District No. 4 standards and approximately 330' north of the southwest corner of the Property.

e) Two street access intersections from the Canyon Ridge Development site onto Hartley Road. The accesses intersections shall be at least 500 feet south of the northeast corner of the Property and aligned with, or at least 125 feet from, any new street access/approach onto Hartley Road from development east of the Canyon Ridge Development site.

3.8 A **pedestrian route(s)** will be constructed through Canyon Ridge Development to provide for future connections to contiguous school grounds, and the School may have gates/fences to control access to school facilities.

3.9 **Preliminary plat(s)** for subject property will substantially conform to the conceptual plan submitted by Developer and accepted by the City in conjunction with annexation and zoning of the Property.

3.10 Developer shall **commence construction within two (2) years** of the effective date of this Agreement. "Commence construction" means the City having approved the preliminary plat(s) and the City engineer having reviewed the design and/or construction drawings.

3.11 Developer agrees to comply with Middleton City ordinances regarding **constructing and/or guaranteeing required improvements** prior to the City Council signing the final plat(s).

3.12 Developer agrees to submit with his application for preliminary plat approval a copy of Canyon Ridge Development's traffic study and draft **CC&Rs** for the City's review. The CC&Rs will contain a provision providing that building restrictions that dictate architectural qualities will not be modified by the homeowners' association to reduce restrictions without the City's prior review.

3.13 The City, School, and Developer acknowledge there is no residential building permit available for the **irrigation well parcel** at the northeast corner of the School site / northwest corner of the Canyon Ridge Development. J.A.P.S., LLC intends on conveying the irrigation well parcel to the School for use

in irrigation school fields. Required improvements along Willis Road north of the irrigation well parcel will be constructed by the School.

ARTICLE IV FAILURE TO COMPLY WITH AGREEMENT

4.1 The School, Seller, Developer and their respective real properties shall be considered separately and individually for the purposes of compliance with the terms of this Agreement. A default by one party does not prevent the other parties from proceeding under the terms of this agreement. If the School, Seller, or Developer fails to comply with any of the terms or conditions in this Agreement, then the portion(s) of this Agreement pertaining to the breaching party may be modified or terminated by the Middleton City Council, after complying with the notice and hearing requirements contained in Middleton City Code and Idaho Code. The non-breaching parties may proceed.

If after a breach, the City Council determines that terms of this Agreement applicable to the breaching party should be modified, the term(s) of this Agreement shall be amended and the breaching party shall comply with the amended terms.

Any breach waived by the City shall apply solely to the breach waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

4.2 If after a breach, the City Council determines that the zoning for the breaching party's property should be reverted to R-3, or as otherwise provided in the Idaho code, then the breaching party hereby consents to such reversion or other authorized action and will cease uses not allowed or permitted in the R-3 zone.

4.3 Upon a breach of this Agreement, any of the parties in any court of competent jurisdiction, by action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance of both, or may obtain rescission, disconnection, and damages for repudiation or material failure of performance.

4.4 **NOTICE OF FAILED PERFORMANCE.** Before any failure of any party to this Agreement to perform its obligations under this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

ARTICLE V GENERAL PROVISIONS

5.1 This Agreement contains the **entire agreement** of the parties respecting the Property and supersedes all prior discussions, and written and verbal agreements between the parties respecting the Property.

5.2 Any **amendment or addendum to this Agreement** shall be in **writing** and made only after the City has complied with the notice and hearing provisions of Idaho Code Section 67-6509 and Middleton City Code Title 5 Chapter 7.

5.3 Any **notice** that a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same registered or certified mail with a return receipt requested, or by Federal Express or other reputable overnight delivery service. Notice shall be given to the parties at the following addresses or such other address and to such other persons as the parties may designate after giving notice. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail if sent by mail pursuant to the foregoing.

Middleton: City Clerk
City of Middleton
P.O. Box 487
Middleton, ID 83644

School: Middleton School District #134
5 South 3rd Ave. West
Middleton, ID 83644

Seller: J.A.P.S., LLC
10167 Willis Road
Middleton, ID 83644

Developer: Eagle Rim Properties, LLC
2545 N. Constance Place
Eagle, ID 83616

Developer: Wentworth Development
10714 South Jordan Gateway, Suite 100
South Jordan, Utah 84095

5.4 If either party shall fail to perform under this Agreement and said failure is cured with the assistance of an attorney for the other party, as a part of curing said failure, the reasonable attorneys' fees incurred by the other party

shall be reimbursed to the other party upon demand. In the even a suit or action is filed by either party against the other to interpret or enforce this Agreement, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred therein, including the same with respect to an appeal.

5.5 **This Agreement shall be effective after being fully executed.** This Agreement shall become valid and binding only upon its approval by the City Council and execution of the Mayor and City Clerk. After its execution, the Agreement shall be recorded in the office of the County Recorder at the expense of Developer.

5.6 Each commitment and restriction described in **this Agreement** shall be a burden on the Property and **run with the land**, and shall be appurtenant to and for the benefit of the Property, adjacent property and other residential land near the Property.

This Agreement shall be binding on the City, School and Developer, and their respective heirs, administrators, executors, agents, legal representative, successors and assigns. Provided, however, that if all or any portion of the Property is divided and each owner of a legal lot shall only be responsible for duties and obligations associated with that owner's parcel and shall not be responsible for duties and obligations or breaches as to their owners' parcels or lots.

The **new owner** of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

5.7 The Property that is the subject of this Agreement is located in Canyon County, Idaho and terms of **this Agreement shall be construed according to the laws of the State of Idaho** in effect at the time this Agreement is executed. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Canyon County, Idaho.

5.8 **If any term, provision, commitment or restriction of this Agreement** or the application thereof to any party or circumstance shall to any extent be **held invalid or unenforceable**, the remainder of this instrument shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.

[end of text]

Dated this 2ND day of August, 2006.

CITY:

CITY OF MIDDLETON

By: Frank McKeever
FRANK MCKEEVER, Mayor

Attest: Ellen Smith
ELLEN SMITH, City Clerk

CORPORATE VERIFICATION

State of IDAHO)

S.S.

County of Canyon)



I, a notary public, do hereby certify that on this 22 day of August, 2006, personally appeared before me Frank McKeever, who, being by me first duly sworn, declared that he is the Mayor of the City of Middleton, that he is authorized by the city council to enter into this development agreement, and that he signed this agreement as Mayor of the City of Middleton.

Elena Gomez
Notary Public

My Commission Expires: 3-14-11

SCHOOL:

MIDDLETON SCHOOL DISTRICT #134

By: Steve Cluff
STEVE CLUFF, Chairman of the Board

Attest: Diane Shepard
DIANE SHEPARD, Deputy Board Clerk

CORPORATE VERIFICATION

State of IDAHO)

S.S.

County of Canyon)



I, a notary public, do hereby certify that on this 8th day of August, 2006, personally appeared before me Steve Cluff, who, being by me first duly sworn, declared that he is the Chairman of the Middleton School District No. 134, Board of Trustees, that he is authorized by the Board to enter into this development agreement, and that he signed this agreement as Chairman of Board of Trustees.

Darin J. Taylor
Notary Public

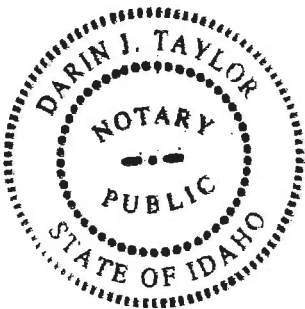
My Commission Expires: Oct 27, 2008

SELLER:

J.A.P.S., LLC

BY:

Jay Gibbons, Managing Member



CORPORATE VERIFICATION

State of IDAHO)

S.S.

County of Canyon)

I, a notary public, do hereby certify that on this 3 day of August 2006, personally appeared before me Jay Gibbons, who, being by me first duly sworn, declared that he is a managing member of J.A.P.S., LLC, that he is authorized by J.A.P.S., LLC to enter into this development agreement, and that he signed this agreement as managing member of J.A.P.S., LLC.

Darin J. Taylor
Notary Public
My Commission Expires: Oct. 27, 2008

DEVELOPER:

EAGLE RIM PROPERTIES, LLC

BY:

Rayne Yorgason

CORPORATE VERIFICATION

State of IDAHO)

S.S.

County of Canyon)

I, a notary public, do hereby certify that on this 4 day of August, 2006, personally appeared before me Rayne Yorgason, who, being by me first duly sworn, declared that he is one manager member of Eagle Rim Properties, LLC, that he is authorized by Eagle Rim Properties, LLC to enter into this development agreement, and that he signed this agreement as one of Eagle Rim Properties, LLC.

La Donna Chandler
Notary Public
My Commission Expires: July 2009

DEVELOPER:

WENTWORTH DEVELOPMENT

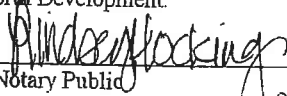
BY: 

CORPORATE VERIFICATION

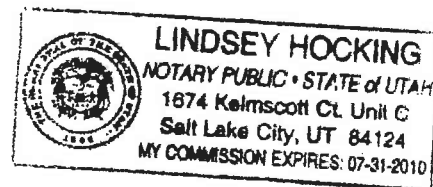
State of UTAH)

County of Salt Lake City S.S.

I, a notary public, do hereby certify that on this 15th day of August, 2006, personally appeared before me Matthew Meyer, who, being by me first duly sworn, declared that he is Vice President of Wentworth Development, that he is authorized by Wentworth Development to enter into this development agreement, and that he signed this agreement as Vice President of Wentworth Development.


Notary Public

My Commission Expires: 07-31-2010



EXHIBIT

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No	Feed supply store						P	P	P			P
	Fitness Center								C	C		
	Flea market								C	C	P	
	Food processing plant								C	C		
	Food stand							C	C	C		
	Food store, delicatessen							P	P			
	Fuel yard									C	C	
	Golf Course	C	C	C	C	C	C					C
	Government and public utility buildings	C	C	C	C	C	P	P	P	P	P	C
	Grain storage and sales									C	P	C
	Home occupation	P	P	P	P	P						P
	Hospital								P			
	Hotel								P			
	Industrial park, planned unit development									C	C	C
	Junk yard										C	
	Laboratory, Medical, dental, optical						C	P	P			C
No	Laundromat, self-service cleaner						C	P	P			C
	Laundry, commercial plant									P		
	Lumber yard-retail							P	P	P	P	C
	Machine shop								C	P	P	C
	Manufacturing								P	P	P	C
	Meat packing plant									C	P	
No	Mini-warehouse storage						C	C	P	P	P	C
	Mobile home park			C								
	Mobile home subdivision (4)			C								
	Mobile home, elderly or ill relative (5)	C	C	C	C	C						C
	Mobile home, individual			P								
	Monument works, stone								P	P	P	
	Mortuary							P	P	C		
No	Motel						C	P	P			C
	Motorcycle/moto cross track									C	P	
No	Multi-family dwelling (more than 4 units per building)				C	C	C					C
	Nursery for flowers and plants						P	P	P	P	P	P
	Office, medical or professional (2)						P	P	P		P	P
	Park	P	P	P	P	P	P	P	P	P	P	P
No	Parking lot, garage or facility						P	P	P	P	P	P
No	Pawn brokerage						C	P	P	C		C
	Petroleum storage									C	C	
	Photographic studio						P	P	P			P
	Planned unit development	C	C	C	C	C	C	C	C	C	C	C
	Printing and blueprinting						P	P	P		P	P
	Public utility yard								P	P	P	
No	Radio, broadcasting						C	P	P	P	P	C
	Real estate sales office	C	C	C	C	C	P	P	P	P	P	P

Limited
Limited

C=CONDITIONAL USES

1. Agriculture or horticulture, including the raising of fowl and animals, except hogs, not exceeding an aggregate of four (4) on any lot or acre. Further provided that no horse, cow or usual farm animal shall be maintained on any parcel or lot which contains less than one acre and providing that buildings and enclosures housing such animals shall be not less than thirty feet (30') from all property lines and at least fifty feet (50') from all residential structures. All requirements of the City and State Health Department must be met.
2. "Home occupations" as defined in Section 5-1-2 of this Title.
3. Residential uses in the A-R Residential Zone will be constructed on not less than five (5) acre tracts and may use individual septic systems. All subdivision of property into less than five (5) acre tracts will be required to connect to the City's water and sewer systems, if contiguous and eligible for annexation. Dry sewer and water lines shall be installed in those subdivisions not contiguous to the City limits until such time as the property is annexed and sewer and water become available.

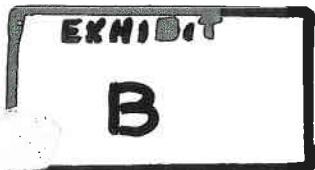
4. Mobile home subdivisions will be governed by provisions of the Subdivision Regulations set out in Title 6 of this Code.
5. A request by an occupant of a small, conventional single-family residence to set up a mobile home on his or her lot to care for an elderly, ill or handicapped relative may be permitted by conditional use permit and providing the mobile home is connected separately to the City's sewer and water systems.
6. Accessory Uses: Accessory uses are permitted if constructed either at the same time or subsequent to the main building. Such uses shall be limited to one story in height and shall not encroach upon the front, rear or side setback.
7. Uses not specifically listed: If a specific use is not found in Table 1, the Planning and Zoning Administrator may determine a similar use that is listed and those appropriate district regulations shall apply.

200629280

200668586

2006 APR 20 PM 4 16
CANYON CITY RECORDER
BY *[Signature]*
REQUEST Middleben City 07
TYPE Assoc Fee

2006 MAY 22 PM 3 06
CANYON CITY RECORDER
BY *[Signature]*
REQUEST Middleben City 07
TYPE Assoc Fee



DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and between the City of Middleton, a municipal corporation in the State of Idaho ("City"), Middleton School District #134 ("School"), J.A.P.S., LLC, an Idaho limited liability company in good standing ("Seller"), and Eagle Rim Properties, LLC, an Idaho limited liability company in good standing ("Developer").

RECITALS

WHEREAS, the School owns three parcels of real property totaling approximately 60.46 acres,

WHEREAS, J.A.P.S., LLC owns four parcels of real property totaling approximately 101.24 acres and has contracted to sell approximately 4.9 acres to The Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation in good standing ("Church"), and approximately 96.34 acres to the Developer.

WHEREAS, J.A.P.S. LLC, the School, and Developer have agreed to jointly file with the City of Middleton a single application for annexation and zoning.

WHEREAS, Developer, on behalf of J.A.P.S., LLC, the School, and Developer, has applied to the City to rezone to R-3 the property legally described in **Exhibit A** and to C-1 the property legally described in **Exhibit B**, both of which exhibits are attached hereto and incorporated herein ("Property").

WHEREAS, Developer in conjunction with the School and Church intend to improve the Property as follows:

- 1) approximately 60.46 acres as a high school site for the Middleton School District #134,
- 2) approximately 4.9 acres as a church building and separate seminary building site for The Church of Jesus Christ of Latter-day Saints,
- 3) as "Canyon Ridge Development":
 - a) approximately 11.07 acres along Emmett Road as neighborhood commercial, with the limitations as described below in this Agreement,
 - b) approximately 76 acres as single-family residential, and
 - c) approximately 9 acres as townhouses/condominiums, by conditional use permit, as a buffer between the single-family residential and the neighborhood commercial.

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.

WHEREAS, this Agreement is to assure orderly development of the Property according to the City's plans and ordinances, and this Agreement shall be executed by the parties at the time the Property is annexed into the City.

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, and the mutual covenants, representations, and performances herein bargained for, relied on, and expected, the parties agree as follows.

ARTICLE I LEGAL AUTHORITY

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 AMEMNDMENT

The City will adopt an ordinance amending the Middleton Zoning Ordinance to rezone the property described in Exhibit A to R-3 and the property described in Exhibit B to C-1. The Ordinance will become effective after its passage, approval, and publication and the execution and recordation of this Agreement, all of which actions the City will conduct and the Developer will cooperate with.

ARTICLE III CONDITIONS OF DEVELOPMENT

3.1 The Property annexed by the City shall include declared or claimed right-of-ways along Willis Road and Emmett Road.

3.2 Developer will improve the Property subject to the conditions and limitations described in this Agreement. Developer will submit to the City for review and approval all applications for **permits** required by the City regarding improvement of the Property.

3.3 Development **improvements** as set forth in Title 6, Chapter 4 shall be completed in accordance with the subdivision ordinance and conform with Middleton's Comprehensive Plan, City Code, and public works standards as they exist in final form at the time the Development Application was accepted, except as otherwise provided in this Agreement.

3.4 Unless greater requirements are in the Middleton Comprehensive Plan and City Code, the "R-3" portion of the development, excluding the School property shall have as **open space a minimum of 5%** of the Property's gross area that shall conform to Middleton City Code 6-3-7 (D) and 6-5-3-1-7 as to shape, use and method of area calculation.

3.5 Developer agrees to submit a **traffic study** to the City for review with the preliminary plat application for the Property, and Developer agrees to mitigate its proportionate share of adverse traffic impacts. The traffic study will include intersection analysis of 1) Emmett Road and Willis Road, 2) Emmett Road and State Highway 44, 3) Willis Road and Hartley Road, and 4) Hartley Road and State Highway 44.

3.6 **Road connections** will be provided to all adjoining developable properties that are at least 40 acres in size at the time this Agreement is executed.

X 3.7 Unless otherwise agreed to by the City, School, Church and Developer, **street accesses /approaches** from the Property shall be as follows:

a) A minimum of two main-entrance, accesses/approaches from the Middleton School District #134 60-acre high school site onto Willis Road in the first ¼ mile east of Emmett Road. The accesses/approaches shall be at least 500 feet from the northwest corner of the Property and aligned with, or at least 125 feet from, any new street access/approach onto Willis Road from development north of the 60-acre high school site. Accesses/approaches from the high school site directly onto Emmett Road when approved by Canyon Highway District No. 4 and/or the City.

b) No accesses/approaches from the Church site directly onto Willis Road.

c) Two street access intersections from the Canyon Ridge Development site onto Willis Road between the Church site and

Hartley Road (between a point ¼ mile east of Emmett Road and Hartley Road). The access intersections shall be at least 500 feet west of the northeast corner of the Property and aligned with, or at least 125 feet from, any new street access/approach onto Willis Road from development north of the Canyon Ridge Development.

d) One street access intersection from the Canyon Ridge Development site onto Emmett Road south of the high school site (westward extension of 9th Street?). The access intersection shall be sited according to Canyon Highway District No. 4 standards and approximately 330' north of the southwest corner of the Property.

e) Two street access intersections from the Canyon Ridge Development site onto Hartley Road. The accesses intersections shall be at least 500 feet south of the northeast corner of the Property and aligned with, or at least 125 feet from, any new street access/approach onto Hartley Road from development east of the Canyon Ridge Development site.

f) The streets within the Property will be constructed to City standards and dedicated to the City.

3.8 A **pedestrian route(s)** will be constructed through Canyon Ridge Development to provide for future connections to contiguous school grounds, and the School may have gates/fences to control access to school facilities.

3.9 **Preliminary plat(s)** for subject property will substantially conform to the conceptual plan submitted by Developer and accepted by the City in conjunction with annexation and zoning of the Property.

3.10 Developer shall **commence construction within two (2) years** of the effective date of this Agreement. "Commence construction" means the City having approved the preliminary plat(s) and the City engineer having reviewed the design and/or construction drawings.

3.11 Developer agrees to comply with Middleton City ordinances regarding **constructing and/or guaranteeing required improvements** prior to the City Council signing the final plat(s).

3.12 Unless otherwise agreed to by the City, School, and Developer, any **C-1 (Neighborhood Commercial)** uses on the Property permitted and allowed by conditional use permit **are limited** as shown on **Exhibit C**, attached hereto and incorporated herein.

3.13 Developer agrees to submit with his application for preliminary plat approval a copy of Canyon Ridge Development's traffic study and draft **CC&Rs**

for the City's review. The CC&Rs will contain a provision providing that building restrictions that dictate architectural qualities will not be modified by the homeowners' association to reduce restrictions without the City's prior review.

3.14 The City, School, and Developer acknowledge there is no residential building permit available for the **irrigation well parcel** at the northeast corner of the School site / northwest corner of the Canyon Ridge Development. J.A.P.S., LLC intends on conveying the irrigation well parcel to the School for use in irrigation school fields. Required improvements along Willis Road north of the irrigation well parcel will be constructed by the School.

3.15 Prior to the City issuing a certificate of occupancy in the C-1 zoned portion of the subject property, the Developer will construct a **six-foot (6') tall, solid, white vinyl fence** along the south, east and north boundaries of the C-1 zoned portion of the subject property.

3.16 The Developer on the Property will construct to City standards, and dedicate to the City, sewer lines, and a permitted, public, potable water well and system.

ARTICLE IV FAILURE TO COMPLY WITH AGREEMENT

4.1 The School, Seller, Developer and their respective real properties shall be considered separately and individually for the purposes of compliance with the terms of this Agreement. A default by one party does not prevent the other parties from proceeding under the terms of this agreement. If the School, Seller, or Developer fails to comply with any of the terms or conditions in this Agreement, then the portion(s) of this Agreement pertaining to the breaching party may be modified or terminated by the Middleton City Council, after complying with the notice and hearing requirements contained in Middleton City Code and Idaho Code. The non-breaching parties may proceed.

If after a breach, the City Council determines that terms of this Agreement applicable to the breaching party should be modified, the term(s) of this Agreement shall be amended and the breaching party shall comply with the amended terms.

Any breach waived by the City shall apply solely to the breach waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

4.2 If after a breach, the City Council determines that the zoning for the breaching party's property should be reverted to R-3, or as otherwise provided in the Idaho code, then the breaching party hereby consents to such

reversion or other authorized action and will cease uses not allowed or permitted in the R-3 zone.

4.3 Upon a breach of this Agreement, any of the parties in any court of competent jurisdiction, by action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance of both, or may obtain rescission, disconnection, and damages for repudiation or material failure of performance.

4.4 **NOTICE OF FAILED PERFORMANCE.** Before any failure of any party to this Agreement to perform its obligations under this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

ARTICLE V GENERAL PROVISIONS

5.1 This Agreement contains the **entire agreement** of the parties respecting the Property and supersedes all prior discussions, and written and verbal agreements between the parties respecting the Property.

5.2 Any **amendment or addendum to this Agreement shall be in writing** and made only after the City has complied with the notice and hearing provisions of Idaho Code Section 67-6509 and Middleton City Code Title 5 Chapter 7.

5.3 Any **notice** that a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same registered or certified mail with a return receipt requested, or by Federal Express or other reputable overnight delivery service. Notice shall be given to the parties at the following addresses or such other address and to such other persons as the parties may designate after giving notice. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail if sent by mail pursuant to the foregoing.

Middleton: City Clerk
City of Middleton
P.O. Box 487
Middleton, ID 83644

School: Middleton School District #134
5 South 3rd Ave. West
Middleton, ID 83644

Seller: J.A.P.S., LLC
10167 Willis Road
Middleton, ID 83644

Developer: Eagle Rim Properties, LLC
2545 N. Constance Place
Eagle, ID 83616

5.4 If either party shall fail to perform under this Agreement and said failure is cured with the assistance of an attorney for the other party, as a part of curing said failure, the reasonable attorneys' fees incurred by the other party shall be reimbursed to the other party upon demand. In the even a suit or action is filed by either party against the other to interpret or enforce this Agreement, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred therein, including the same with respect to an appeal.

5.5 **This Agreement shall be effective after being fully executed.** This Agreement shall become valid and binding only upon its approval by the City Council and execution of the Mayor and City Clerk. After its execution, the Agreement shall be recorded in the office of the County Recorder at the expense of Developer.

5.6 Each commitment and restriction described in **this Agreement shall** be a burden on the Property and **run with the land**, and shall be appurtenant to and for the benefit of the Property, adjacent property and other residential land near the Property.

This Agreement shall be binding on the City, School and Developer, and their respective heirs, administrators, executors, agents, legal representative, successors and assigns. Provided, however, that if all or any portion of the Property is divided and each owner of a legal lot shall only be responsible for duties and obligations associated with that owner's parcel and shall not be responsible for duties and obligations or breaches as to their owners' parcels or lots.

The **new owner** of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

5.7 The Property that is the subject of this Agreement is located in Canyon County, Idaho and terms of **this Agreement shall be construed according to the laws of the State of Idaho** in effect at the time this

Agreement is executed. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Canyon County, Idaho.

5.8 If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstance shall to any extent be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.

Dated this 6 day of April, 2006 and effective upon annexation of the Property.

CITY:

CITY OF MIDDLETON



By: Frank McKeever
FRANK MCKEEVER, Mayor

Ellen Smith
ELLEN SMITH, City Clerk

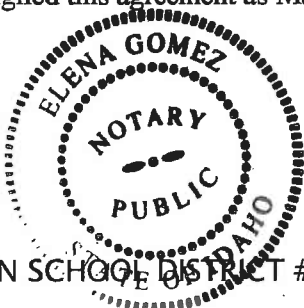
CORPORATE VERIFICATION

State of IDAHO)

S.S.

County of Canyon)

I, a notary public, do hereby certify that on this 6 day of April, 2006, personally appeared before me Frank McKeever, who, being by me first duly sworn, declared that he is the Mayor of the City of Middleton, that he is authorized by the city council to enter into this development agreement, and that he signed this agreement as Mayor of the City of Middleton.



Elena Gomez
Notary Public
My Commission Expires: 3/14/11

SCHOOL:

MIDDLETON SCHOOL DISTRICT #134

By: Steve Cluff
STEVE CLUFF, Chairman of the Board

Attest: Terrie Cada
TERRIE CADA, District Secretary

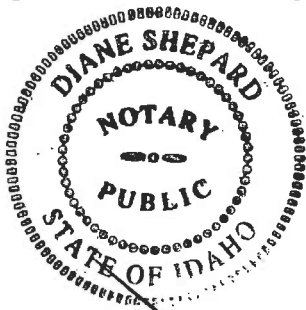
CORPORATE VERIFICATION

State of IDAHO)

S.S.

County of Canyon)

I, a notary public, do hereby certify that on this 10th day of April, 2006, personally appeared before me Steve Cluff, who, being by me first duly sworn, declared that he is the Chairman of the Middleton School District No. 134, Board of Trustees, that he is authorized by the Board to enter into this development agreement, and that he signed this agreement as Chairman of Board of Trustees.



Diane Shepard

Notary Public

My Commission Expires: 3-31-2011

SELLER:

J.A.P.S., LLC

BY: [Signature]

JAY GIBBONS, Manager

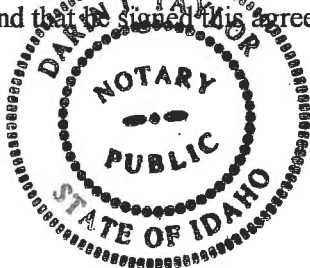
CORPORATE VERIFICATION

State of IDAHO)

S.S.

County of Canyon)

I, a notary public, do hereby certify that on this 7 day of April, 2006, personally appeared before me Jay Gibbons, who, being by me first duly sworn, declared that he is a Managing Member of J.A.P.S., LLC, that he is authorized by J.A.P.S., LLC to enter into this development agreement, and that he signed this agreement as a Managing Member of J.A.P.S., LLC.



Darin J. Taylor

Notary Public

My Commission Expires: Oct 27, 2008

DEVELOPER:

EAGLE RIM PROPERTIES, LLC

BY: [Signature]

CORPORATE VERIFICATION

State of IDAHO)

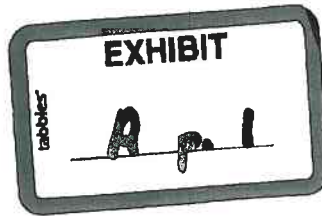
S.S.

County of Ada)

I, a notary public, do hereby certify that on this 6 day of April, 2006, personally appeared before me Royce Yorgason, who, being by me first duly sworn, declared that he is A MANAGING MEMBER of Eagle Rim Properties, LLC, that he is authorized by Eagle Rim Properties, LLC to enter into this development agreement, and that he signed this agreement as A Managing Member of Eagle Rim Properties, LLC.



[Signature]
Notary Public
My Commission Expires: Oct. 27, 2008



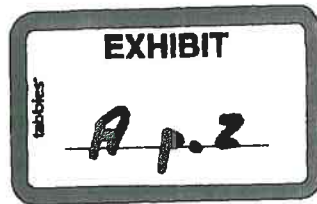
R-3 Zone

This parcel is Government Lot 4 and the N1/2 of the SW1/4 of the NW1/4 of Section 1, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the northwest corner of said Government Lot 4; thence along the north boundary of said Government Lot 4,

- 1) S.89°45'52"E., 1330.47 feet to the northeast corner of said Government Lot 4; thence along the east boundary of said Government Lot 4,
- 2) S.01°34'04"W., 1313.36 feet to the northeast corner of said N1/2 of the SW1/4 of the NW1/4; thence along the east boundary of said N1/2 of the SW1/4 of the NW1/4,
- 3) S.01°34'04"W., 660.17 feet to the southeast corner of said N1/2 of the SW1/4 of the NW1/4; thence along the south boundary of said N1/2 of the SW1/4 of the NW1/4,
- 4) N.89°35'55"W., 1341.65 feet to southwest corner of said N1/2 of the SW1/4 of the NW1/4; thence along the west boundary of said N1/2 of the SW1/4 of the NW1/4,
- 5) N.01°53'43"E., 661.05 feet to the southwest corner of said Government Lot 4; thence along the west boundary of said Government Lot 4;
- 6) N.01°53'43"E., 1308.89 feet to the **POINT OF BEGINNING**.

CONTAINING 60.46 acres, more or less.



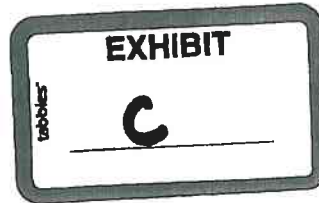
R-3 Zone

This parcel is Government Lot 3 and the SE1/4 of the NW1/4 and a portion of the S1/2 of the SW1/4 of the NW1/4 of Section 1, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the northeast corner of said Government Lot 3; thence along the east boundary of said Government Lot 3,

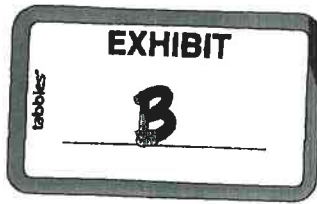
- 1) S.01°13'06"W., 1317.81 feet to the northeast corner of said SE1/4 of the NW1/4; thence along the east boundary of the SE1/4 of the NW1/4,
- 2) S. 01°12'23"W., 1318.59 feet to the southeast corner of said SE1/4 of the NW1/4; thence along the south boundary of said SE1/4 of the NW1/4,
- 3) N.89°37'59"W., 1345.42 feet to the southeast corner of said S1/2 of the SW1/4 of the NW1/4; thence along the south boundary of said S1/2 of the SW1/4 of the NW1/4,
- 4) N.89°37'58"W., 615.44 feet; thence,
- 5) N.01°53'45"E., 660.62 feet to a point on the north boundary of said S1/2 of the SW1/4 of the NW1/4; thence along said north boundary,
- 6) S.89°35'55"E., 611.65 feet to the northeast corner of said S1/2 of the SW1/4 of the NW1/4; thence along the west boundary of said SE1/4 of the NW1/4,
- 7) N.01°34'04"E., 660.17 feet to the southwest corner of said Government Lot 3; thence along the west boundary of said Government Lot 3,
- 8) N.01°34'04"E., 1313.36 feet to the northwest corner of said Government Lot 3; thence along the north boundary of said Government Lot 3,
- 9) S.89°45'43"E., 1329.13 feet to the **POINT OF BEGINNING**.

CONTAINING 90.17 acres, more or less.



		C1										MU	
	Amusement centers, indoor only							P	P				
	Amusement centers, outdoor only											C	
	Asphalt plant			C	C	C	C						
	Assisted Living							P	P	P			
	Auction establishment, non livestock								P	P	P		
	Auto repair							P	P				
	Auto Sales, minor repair, storage, rental			C		P	P	P	P		P	P	
	Bakery or bakery goods store retail only						P	P	P	P	P		
	Bakery or bakery goods, wholesale only						P	P	P				P
	Bank, savings and loan, Credit Union						C	C	C			C	
No	Bar						P	P	P	P		P	P
	Barber, beauty shop						P	C				P	
No	Bed and Breakfast									P	P	P	
	Beverage bottling plant						C	C	P	P			C
No	Bowling alley							P	P	P	P	P	
	Building supply outlet							C	P	P	P	P	
	Cabinet shop/furniture manufacturer						C	P	P	P			C
No	Car Wash									P	P	C	
	Cement/clay products manufacturing							C	C				
	Cemetery									C	C		
	Chemical storage and manufacturing						P	P	P	P	P	P	P
	Child care facility	P	P	P	P	P	P	P	P				C
	Church						P	P	P	P		P	P
	Cleaning, dry						P	P	P				P
	Clinic, pharmacy, optician							P	P				
	Club or lodge									C	P		
	Concrete batch plant									P	P	P	
	Contractor's storage yard							C	C				
	Convalescent/nursing home						P	P	P	P	P	P	C
No	Convenience store									C	P		
	Dairy products processing								P				
	Drive-in theater						C	P	P				C
No	Drug store								P	P	P	P	
	Equipment rental, equipment sales yard								C	P	P	P	
	Farm equipment sales and service												

						C1				MM		
No	Feed supply store						C	P	P		P	
	Fitness Center					P	P	P				P
	Flea market							C	C			
	Food processing plant								C	P		
	Food stand						C	C	C			
	Food store, delicatessen						P	P				
	Fuel yard								C	C		
	Golf Course	C	C	C	C	C						C
	Government and public utility buildings	C	C	C	C	C	P	P	P	P	P	C
	Grain storage and sales								C	P	C	
	Home occupation	P	P	P	P	P						P
	Hospital							P				
	Hotel							P				
No	Industrial park, planned unit development								C	C	C	
	Junk yard									C		
	Laboratory, Medical, dental, optical						C	P	P			C
	Laundromat, self-service cleaner					C	P	P				C
	Laundry, commercial plant								P			
	Lumber yard-retail						P	P	P	P	C	
	Machine shop							C	P	P	C	
	Manufacturing							P	P	P	C	
	Meat packing plant								C	P		
	Mini-warehouse storage					C	C	P	P	P	P	C
	Mobile home park			C								
	Mobile home subdivision (4)			C								
	Mobile home, elderly or ill relative (5)	C	C	C	C	C						C
No	Mobile home, individual			P								
	Monument works, stone							P	P	P		
	Mortuary						C	P	P			C
	Motel											
	Motorcycle/moto cross track								C	P		
	Multi-family dwelling more than 4 units per building)				C	C	C					C
	Nursery for flowers and plants						P	P	P	P	P	P
	Office, medical or professional (2)						P	P	P		P	P
	Park	P	P	P	P	P	P	P	P	P	P	P
	Parking lot, garage or facility						P	P	P	P	P	P
	Pawn brokerage						C	P	P	C		C
	Petroleum storage									C	C	
	Photographic studio						P	P	P			P
No	Planned unit development	C	C	C	C	C	C	C	C	C	C	C
	Printing and blueprinting						P	P	P		P	P
	Public utility yard								P	P		
	Radio, broadcasting						C	P	P	P	P	C
	Real estate sales office	C	C	C	C	C	P	P	P	P	P	P



C-1 Zone

This parcel a portion of the S1/2 of the SW1/4 of the NW1/4 of Section 1, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the southwest corner of said S1/2 of the SW1/4 of the NW1/4; thence along the west boundary of said S1/2 of the SW1/4 of the NW1/4,

- 1) N.01°53'43"E , 661.06 feet to the northwest corner of said S1/2 of the SW1/4 of the NW1/4; thence along the north boundary of said S1/2 of the SW1/4 of the NW1/4.
- 2) S.89°35'55"E., 730.00 feet; thence,
- 3) S.01°53'45"W., 660.62 feet to a point on the south boundary of said S1/2 of the SW1/4 of the NW1/4; thence along said south boundary,
- 4) N.89°37'58"W., 730.00 feet to the **POINT OF BEGINNING.**

CONTAINING 11.07 acres, more or less.

4. Mobile home subdivisions will be governed by provisions of the Subdivision Regulations set out in Title 6 of this Code.
5. A request by an occupant of a small, conventional single-family residence to set up a mobile home on his or her lot to care for an elderly, ill or handicapped relative may be permitted by conditional use permit and providing the mobile home is connected separately to the City's sewer and water systems.
6. Accessory Uses: Accessory uses are permitted if constructed either at the same time or subsequent to the main building. Such uses shall be limited to one story in height and shall not encroach upon the front, rear or side setback.
7. Uses not specifically listed: If a specific use is not found in Table 1, the Planning and Zoning Administrator may determine a similar use that is listed and those appropriate district regulations shall apply.

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CITY OF MIDDLEBURY

CANON CITY RECORDER

BY

[Signature]

REQUEST

Middlebury City

TYPE

Misc Fee