



**CITY OF EMMETT
PLANNING & ZONING DEPARTMENT**

**APPLICATION FOR
ANNEXATION W/ DEVELOPMENT AGREEMENT**

DESCRIPTION: ANNEXATION W/ZONING CLASSIFICATION AND DEVELOPMENT AGREEMENT, 65.067 ACRES

APPLICATION NUMBER: ANN/RZ#21-001, DA#21-001

ZONING COMMISSION HEARING DATE: AUGUST 2, 2021 @ 6:00

CITY COUNCIL MEETING: OCTOBER 26, 2021 @ 7:00

APPLICANT: JOHN WOOD
8700 CHAPARRAL RD.
EAGLE, ID, 83616

PROPERTY OWNER: PARK HAMPTON, LLC, JOHN WOOD

SUBJECT PROPERTY LOCATION: 1050 CASCADE ROAD

PARCEL#: RP06N01W073430, RP06N01W074400, AND RP06N02W122119

STAFF PLANNER: BRIAN SULLIVAN

1. APPLICATION SUMMARY:

The purpose of this application is to request annexation with zoning classification of a parcel of land located at 1050 Cascade Rd. into the City of Emmett. The application includes a Development Agreement. The existing county zoning classification is I, Industrial. The requested city zoning classification is I, Industrial, C, Commercial, R2 Duplex, and R 3, Multi-family. This area is eligible to request annexation as it is within the Area of City Impact and contiguous to the existing city limits. The area to be annexed is approximately 65.067+- acres and has frontage on W. Main St. and Cascade Road. The reason for the annexation request is to comply with Emmett City Code 7-5-2A2d (2) and 7-6-5 A & B, which is also discussed later in this report.

- ECC 7-5-2A2d (2) & 7-6-5 A & B
 - In order to receive city sewer and water services, an applicant must apply for both city sewer and city water services for the same property.

- For property that is contiguous to the city limits, the property must be the subject of an application for annexation into the city limits.
- The reason for the development agreement is to designate which areas of the property are to be zoned for each type of use. The zoning classification of MD, Mixed Development would allow the following uses: light industrial, commercial, and multi-family residential for the 65.067 acres. The requested zoning classification would continue the uses being allowed from Gem County.

This summary gave a brief description of the applications and what each one consists of. For information on how these applications comply with the zoning ordinance and comprehensive plan, please look at sections 6 and 7 of this staff report.

2. APPLICATION PROCESS FACTS:

A. Application Submittal:

The complete application for this item was filed by John Wood on May 24, 2021.

B. Notice of Public Hearing:

Notice of Public Hearing on the application for the Emmett Zoning Commission was published in accordance with requirements of Title 67, Chapter 6509, Idaho Code on July 14, 2021 and October 6, 2021 in the Messenger Index. The physical property was posted on July 23, 2021 and October 18, 2021.

C. Relevant Ordinances and Required Actions:

The subject application will in fact constitute an Annexation application as determined by Emmett City Code (ECC) 9-15-10A - D. By reason of the provisions of the ECC Title 9, Chapter 15, a public hearing is required before the Zoning Commission ("Commission") and the City Council ("Council") on this matter. The Commission must make a recommendation to the Council and make findings of fact and conclusions of law relating to compliance with the Comprehensive Plan, per ECC 9-15-10H.

3. APPLICATION & PROPERTY FACTS:

A. Site Address/Location:

The property is located at 1050 Cascade Road. The area to be annexed contains approximately 65.067 acres and fronts Cascade Road and W. Main St. The property abuts the City on the East side and along W. Main Street.

4. LAND USE

A. Existing Land Use(s): Industrial, residential, commercial.

B. Description of Character of Surrounding Area: This vicinity is comprised Wood Grain Sawmill to the north, residential uses and City of Emmett Waste Water Treatment Plant to the West, Residential to the South, and vacant land to the east owned by Gem County Recreation District.

C. Adjacent Comprehensive Plan, Zoning and Land Use:

	COMP PLAN DESIGNATION	ZONING DESIGNATION	LAND USE
North of site	Industrial	M-2 Industrial	Woodgrain Sawmill

	COMP PLAN DESIGNATION	ZONING DESIGNATION	LAND USE
South of site	Area of City Impact, Mixed Planned Dev.	C- Commercial City, R-2 Duplex, R-3 multi-family, R-2 Residential Transitional	Vacant Land, Apartments, Duplexes, Single Family Homes
East of site	Industrial, Commercial	Industrial, Public	Vacant Land, Patriot center
West of site	Industrial	Industrial	Vacant land, Idaho Foundation for Parks and Lands, Inc., Emmett Waste Water Treatment Plant

D. Existing Site Characteristics: Old Boise Cascade Mill complex

E. Streets and/or Access Information: Parcel has frontage and access to Cascade Road and W. Main Street.

5. IDAHO STATUTE

A. Idaho statute title 50, chapter 2, section 50-222 gives general provisions for annexation by cities. (1) Legislative intent. The legislature hereby declares and determines that it is the policy of the state of Idaho that cities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, to enable the orderly development of private lands which benefit from the cost-effective availability of municipal services in urbanizing areas and to equitably allocate the costs of public services in management of development on the urban fringe.

(2) General authority. Cities have the authority to annex land into a city upon compliance with the procedures required in this section. In any annexation proceeding, all portions of highways lying wholly or partially within an area to be annexed shall be included within the area annexed unless expressly agreed between the annexing city and the governing board of the highway agency providing road maintenance at the time of annexation. Provided further, that said city council shall not have the power to declare such land, lots or blocks a part of said city if they will be connected to such city only by a shoestring or strip of land which comprises a railroad or highway right-of-way.

(3) Annexation classifications. Annexations shall be classified and processed according to the standards for each respective category set forth herein. The three (3) categories of annexation are:

(a) Category A: Annexations wherein:

(i) All private landowners have consented to annexation. Annexation where all landowners have consented may extend beyond the city area of impact provided that the land is contiguous to the city and that the comprehensive plan includes the area of annexation;

(ii) Any residential enclaved lands of less than one hundred (100) privately owned parcels, irrespective of surface area, which are surrounded on all sides by land within a city or which are bounded on all sides by lands within a city and by the boundary of the city's area of impact; or

(iii) The lands are those for which owner approval must be given pursuant to subsection (5)(b)(v) of this section.

This annexation is classified as a category A annexation as outlined above.

6. COMPREHENSIVE PLAN POLICIES & GOALS [Staff comments and analysis are shown in *italics*.]

The following policies in the Gem Community Joint Comprehensive Plan support approval of this application. The Commission and Council need to consider these and any other policies you deem appropriate in reviewing and deciding on the application:

CHAPTER 3 – HOUSING

- **Future Conditions:** – Continuous planning must occur to reflect the changing economic conditions and/or policies locally and statewide. The Gem Community must recognize and anticipate that future national and state energy policies will impact housing standards.
In planning for residential growth, various densities and housing types should be allowed. Examples of housing types include multi-family, duplex, townhouses, zero-lot-line development, and single-family detached.
- **General Housing Goal Statement:** – The Gem Community recognizes that housing is one of the most basic and important human needs. All citizens must be provided with the opportunity for adequate housing. Housing policies focus on these areas:
 - Encourage development within the Emmett Area of City Impact and Rural Residential areas in the County.
 - B. Encourage workforce housing (affordable to households earning from 80% to 140% of the Area Median Income) in the Gem Community.
 - C. Encourage diversified housing including single-family, multi-family and rental housing.
- **Policies for the Gem Community:**
 - 3.1 Encourage the provision of quality and diverse housing, as well as creative subdivision designs, of all price ranges for present and future residents.
 - 3.2 Create and maintain a high quality of life through the provision of adequate open space and recreational opportunities.

CHAPTER 4- ECONOMIC DEVELOPMENT

- **Industrial /Business Centers**
There are several areas within the community that are designated and marketed for business expansion: Main Street/Cascade Road/Industrial Area
- **Future Conditions**
The Gem community is currently working towards diversification in employment and the community is working together to bring industrial and commercial growth to provide living wage jobs.
 - A substantial increase in residential, commercial and industrial development throughout the planning period as a result of positive community economic development actions.
 - A substantial increase in infill type projects within the City of Emmett will continue.
 - Increase the Gem communities' opportunities in destination tourism.
- **Forecast Needs**
Residents strongly support economic development policies and actions that will create new jobs and encourage existing businesses to expand, while allowing for greater employment opportunities and diversity for residents. There is a direct correlation between government actions/policies and business expansion in the community. With emphasis on economic development, we will grow and create new employment and job diversity.
- **1.0 Economic Development Goal Statement**
Gem County and the City of Emmett will take the necessary steps to increase economic diversity, employment base and tax base for continuing enhancement of quality of life and employment in the Gem community.
- **Policies:**
 - 4.1.1 Develop long-term strategies for economic development and business assistance.
 - 4.1.2 Support business retention, expansion and creation. Assist businesses with the tools and encouragement that will enable them to succeed.
 - 4.1.4 Promote job creation to meet the employment needs of a growing work force; therefore, reducing the need for residents to commute outside of the community for employment. Ensure that needed infrastructure is

provided for new and expanding businesses.

4.1.11 Support the development of cultural and destination tourism opportunities.

CHAPTER 9 - PUBLIC SERVICES AND UTILITIES

- GC9.1.2: Policies for City of Emmett-Encourage annexations within the Impact Area for hook-up to municipal services. *This property is connected to City water and sewer.*
- GC9.2.3 – Revise the zoning and subdivision ordinances and adopt, as necessary, specialized planning tools or development review guidelines, based on the Comprehensive Plan.

This application is a Zoning Amendment application which updates the official zoning map of the City of Emmett and, in that sense, is a revision to the ordinance to keep-up with development changes. The existing and proposed zoning is found to be in accordance with the Comprehensive Plan.

CHAPTER 12 – LAND USE

- **Growth Management-** Gem community citizens consider growth management a high priority issue. Existing elements of growth management include: annexation policies, the Gem Community Comprehensive Plan, Zoning and Subdivision Ordinances, Sewer and Water Plans and Health District

Mixed Planned Development- These areas are unique in that they are accessible by arterials, and/or rail lines and/or the airport. These areas are greatly affected by contiguous industrial, residential and commercial land uses. In order that compatible land uses and efficient uses of the land might occur, these lands are anticipated for a variety of planned, compatible mixed uses. Probable mixed uses for these areas could be commercial, multi-family residential, open space uses (as a means to buffer highway noise), light industrial, office, public and related land uses.

- Policies. Annexing land, and subsequently extending service throughout the Area of City Impact allows for an orderly, logical expansion of the city.
- 12.8 – Protect citizen investments in existing public facilities by managing growth through community planning, reviews and development agreements and fees.
- 12.23 The community should support recreational uses throughout the County.
- 12.31– Support commercial and business developments throughout the county that are compatible with adjacent development and/or agricultural uses.
- 12.36 The development of a variety of compatible land uses should be provided in specific plans and proposals for future development.

7. EMMETT CITY CODE- CONNECTIONS OUTSIDE THE CITY

- ECC 7-5-2A2d & 7-6-5 A & B
 1. In order to receive city sewer and water services, an applicant must apply for both city sewer and city water services for the same property. *This property already is connected to city sewer and city water.*
 2. For property that is contiguous to the city limits, the property must be the subject of an application for annexation into the city limits. *While this property should have been annexed into the city when it was first connected to our municipal system, this is an application for annexation as required by ECC to bring the property into compliance with.*

8. REQUIRED COMMISSION FINDINGS & STAFF ANALYSIS

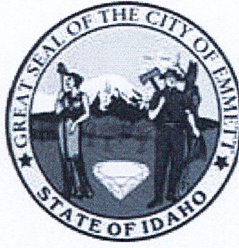
Emmett City Code 9-15-10. H., Commission Review, requires the Commission to make the following findings for any annexation application before recommending approval to the Council: (staff analysis in *italics*)

- A. Determine whether the proposed annexation will be harmonious and in accordance with the specific goals and policies of applicable components of the Gem Community Comprehensive Plan.

The analysis of the Gem Community Comprehensive Plan is provided in Section 6 above. Staff finds the property included in this annexation request lies within the "Area of City Impact" designation of the Future Land Use Map in the Joint Comprehensive Plan. Chapter 12 of the Gem Community Comprehensive Plan describes the intent and development goals of this area. Land in this area is slated to be annexed and zoned when it becomes contiguous with the city limits and when urban services are available.

- B. Recommend that the property sought to be annexed should be zoned as one or more zoning districts (as more fully described in the Emmett Zoning Ordinance).

Staff recommends the Commission and the Council support the zoning classification of MD, Mixed Development to allow the following uses: light industrial, commercial, and multi-family residential for the 65.067 acres and recommend approval of the annexation with re-zone and the Development agreement to City Council.



CITY OF EMMETT
Zoning Commission
Recommendation to City Council

(This recommendation is to be used in conjunction with the Staff Report)

Application: Annexation ANN #21-001 with zoning classification and a Development Agreement DA #21-001

Applicant: Park Hampton, LLC, John Wood

Date of Zoning Commission Public Hearing(s): August 2, 2021

Date of City Council Public Hearing: October 26, 2021

Summary of Public Testimony:

In Favor: None Opposed: None Neutral: None

Recommendation: Approval of the annexation with development agreement of 65.067 acres with Mixed Development (MD) and zoning classifications of C-Commercial, I-Industrial, and R-3, Multi-Family Residential per the findings in the application. Unanimous vote.

Reason(s) and Findings for Recommendation:

The Commission finds the proposed annexation conforms with the basic intent of the Comprehensive Plan, Future Land Use Map, and Emmett City Code. See the attached application/staff report for details.

Required Council Findings and Staff Analysis:

Council shall make findings of fact and conclusions of law to determine:

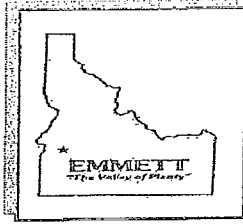
- A. Will the proposed application be harmonious and in accordance with specific goals and policies of applicable components of the Gem Community comprehensive plan, and
- B. To the extent possible, whether the proposed annexation will have a negative fiscal impact upon the existing citizens of Emmett at the time of an annexation and in the future.

Possible Motion:

I make a motion to approve the annexation with development agreement of parcel number RP06N01W073430, RP06N01W074400, and RP01N02W122119 for owner Park Hampton LLC and designate the property as Mixed Development with zoning classification of C-Commercial, I-Industrial, and R-3, multi-Family, based on the application being harmonious and in accordance with the specific goals and policies of applicable components of the Gem Community comprehensive plan and Emmett City Code as outlined in the Staff Report, and that the annexation will not have a negative fiscal impact upon the existing citizens of Emmett at the time of annexation or in the future, and direct staff to create an ordinance to bring back to Council for approval.

Or

I make a motion to deny the application by Park Hampton LLC for annexation and development agreement for the following reason:



CITY OF EMMETT
MASTER PUBLIC HEARING APPLICATION

601 E. 3rd Street, Emmett, Idaho 83617 www.cityofemmett.org phone: (208) 365-9569 fax (208) 365-4651

TYPE OF APPLICATION: (Please check all that apply.)

- | | | |
|--|---|---------------------------------------|
| <input checked="" type="checkbox"/> ANNEXATION | <input checked="" type="checkbox"/> DEVELOPMENT | <input type="checkbox"/> SUBDIVISION, |
| <input type="checkbox"/> APPEAL | AGREEMENT | MODIFICATION |
| <input type="checkbox"/> COMPREHENSIVE PLAN | <input checked="" type="checkbox"/> REZONE | <input type="checkbox"/> VACATION |
| TEXT AMENDMENT | <input type="checkbox"/> SPECIAL USE PERMIT | <input type="checkbox"/> VARIANCE |
| <input type="checkbox"/> COMPREHENSIVE PLAN | <input type="checkbox"/> SUBDIVISION, | <input type="checkbox"/> ZONING TEXT |
| MAP AMENDMENT | PRELIMINARY | AMENDMENT |
| <input type="checkbox"/> DESIGN REVIEW | <input type="checkbox"/> SUBDIVISION, FINAL | |
| | <input type="checkbox"/> SUBDIVISION, | |
| | COMBINED/MINOR | |

PROJECT NAME: Mitchell Industrial Park / Emmett Event Center / Blue Valor Event Center / Stoney's Road House /
Gem on the River RV Park / Multi-family Residences / Self-storage Units

(This information can be found on the Assessor's property information assessment sheet.)

Quarter: _____ Section: _____ Township: _____ Range: _____ Total Acres: 65.067

Subdivision Name (if applicable): _____

Lot: _____ Block: _____

Site Address: 1050 Cascade Road

City: Emmett, ID 83617

Tax Parcel Number(s): RP06N01W073430
RP06N01W074400
RP06N02W122119

Current Zoning: Industrial Current Land Use: Industrial

PROPERTY OWNER:

Name: Park Hampton, LLC / John Wood

APPLICANT:

Name: John Wood

Address: 8700 Chaparral Road

Address: 8700 Chaparral Road

City: Eagle State: ID Zip: 83616

City: Eagle State: ID Zip: 83616

Telephone: (208) 412-5969 Fax: _____

Telephone: (208) 412-5969 Fax: _____

Email: john@jweagle.com

I consent to this application and allow City staff to enter the property for site inspections related to this application.

I certify this information is correct to the best of my knowledge.

Signature: (Owner)

Date Signature: (Applicant)

Date

NOTE: THIS APPLICATION MUST BE SUBMITTED WITH THE APPLICABLE CHECKLIST (S).

OFFICE USE ONLY

File No.:

Received By: Mishia

Date: 5/24/21

Fee: 1,200

Receipt No:

PE21-0524

PHASING PLAN
PARK HAMPTON, LLC
1050 CASCADE ROAD
EMMETT, ID 83617
May 24, 2021

The Boise Cascade mill in Emmett, ID first opened in 1917 as the Boise Payette Lumber Company and later continued as Boise Cascade Company. The mill closed in 2001 and had a significant negative impact on the local economy. The property was purchased by Park Hampton, LLC with the intent to have a venue for the enjoyment of the community and preservation of the historical significance of the site and buildings. The vision is to help revitalize the local economy and provide facilities for businesses and recreational activities. The development intends to maintain the appearance of the existing buildings as much as possible in keeping with their history over the past 100 plus years with minimal updates only as required for the new functions.

Park Hampton, LLC has already started on a projected five-year plan of improvements to meet their goals for the use of the facility. The development involves a very large land area, over 65 acres, which is almost as large as the entire Emmett business district. In order to accommodate the various businesses and activities which are mingled across the property, multiple types of zoning are required for the development. The zoning will include Commercial, Industrial, Mixed Development, R2 and R3.

The projected five-year development plan is in accordance with the Emmett/Gem Community Joint Comprehensive Plan. In fact, much of the buildings and area in the development fall under the Historic and Cultural Resources section of the Comprehensive Plan, Chapter 7, Pages 1 through 6. The major items in development or to be developed include:

1. MITCHELL INDUSTRIAL PARK

The industrial park provides for tenants and businesses in accessory buildings specializing in but not limited to construction disciplines, tiny homes, gun smith, auto restoration, repair shops, etc. These help support a healthy economy and provide needed services to the community. It is in compliance with the conditions as set forth in the Comprehensive Plan, specifically Chapter 4, Economic Development, Pages 1 to 6. Many tenants are now located on the property and more will be added in the future. Land use designation in Chapter 12, Land Use, is both Commercial and Industrial.

2. EMMETT EVENT CENTER

Spaces are available for various shows and events open to the public. Potential exhibits such as gun shows, NRA events, classic car shows, cruise night, holiday activities such as Fourth of July, and similar. There is a large outdoor movie screen available to show drive-in movies. There are 552 parking spaces available for the public. This is listed among the items in the Comprehensive Plan for Recreation and Open Space, Chapter 8. This is generally included in the Commercial category for Land Use per Chapter 12 of the Comprehensive Plan.

3. BLUE VALOR EVENT CENTER

Blue Valor is a venue for multiple types of events and is planned to feature major attractions such as rodeos, music concerts, monster truck rallies, dirt track oval racing, quad races, and various classes of race cars, and other motor sports. The speedway and infield are under construction and the first portion of grandstands is nearing completion. Concession stands and facilities to support the public and participants are scheduled to be installed soon. The venue is planned to open in late summer or early fall 2021. This also falls under the Comprehensive Plan, Recreation and Open Space, Chapter 8. Land use is Commercial.

4. STONEY'S ROAD HOUSE

Stoney's Road House features everything Country—with DJs, live music, dancing, food, and beverages. They even have a mechanical bull for would-be cowboys to ride. Some remodeling has already been done and the grand opening will be scheduled along with the Blue Valor Event Center. They will also feature car shows, movies, etc. It is covered in the Comprehensive Plan, Chapter 4, Economic Development, Pages 4 to 6. Land use is Commercial.

5. GEM ON THE RIVER RV PARK

Construction on the RV park is in the beginning stages and will have about 287 spaces for various size RVs, both long term and short term, with 187 supplemental car parking spaces. Planned are 192 spaces for tent camping with 94 car parking spaces. This is also covered in the Comprehensive Plan, Chapter 8, Recreation and Open Space. Land use is Park/Recreational/Commercial.

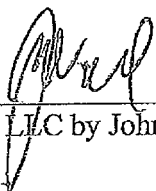
6. MULTI-FAMILY RESIDENCES

Multi-family residences are in the long term planning stages. Once implemented this will fill a need for families and single persons that are having difficulties finding an affordable place to live. Will comply with the Comprehensive Plan, Chapter 3, Housing, Pages 1 to 3. Land use is Residential.

7. SELF-STORAGE UNITS

Future improvements will feature enclosed storage units for household and other goods and outside storage for large items. Planned for 2022-23. Included in the Comprehensive Plan, Chapter 4, Economic Development, Pages 1 and 2. Land use is Commercial.

Submitted by


Park Hampton, LLC by John Wood

5/24/2021
Date

NARRATIVE STATEMENT
PARK HAMPTON, LLC
1050 CASCADE ROAD
EMMETT, ID 83617
May 24, 2021

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Submitted by


Park Hampton, LLC by John Wood

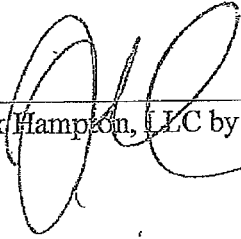
5/24/2021
Date

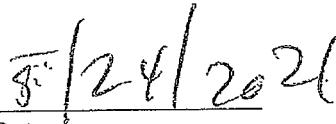
AFFIDAVIT OF CONSENT
PARK HAMPTON, LLC
1050 CASCADE ROAD
EMMETT, ID 83617
May 24, 2021

Affidavit of Consent agreeing to the submission of the Development Agreement for
Park Hampton, LLC to the City of Emmett, Idaho.

I, John Wood, Owner of Park Hampton, LLC in Emmett, Idaho do hereby agree to the
submission of the attached Development Agreement to the City of Emmett, Idaho.

Submitted by,


Park Hampton, LLC by John Wood


Date

Emmett Fire Department

501 E. Main St.

Emmett, ID 83617



July 19, 2021

Re: ANN 21-001 Recommendations

Builds or portion of a builds that have undergone a change of use or occupancy change should be evaluated for Fire and Life Safety Compliance by the Emmett Fire Department with the State and Emmett City adopted International Fire Code 2018.

Recommended that if this application is approved, all events associated with racing, burnouts, or other vehicular events have a safety plan in place to be reviewed by the Emmett Fire Department 10 days prior to the event. Fire Chief or his designee should have the ability to do site visits.

Recommend if this application is approved, events with larger than 500 individuals shall have a safety plan approved by the Emmett Fire Department. Submission for approval should be minimum of 10 days prior to the event.

Recommended that fire access lanes be clearly delineated.

Curt Christensen
Chief Emmett Fire Department

Brian Sullivan

From: Hollie Ann Strang <hstrang@co.gem.id.us>
Sent: Friday, July 23, 2021 7:05 AM
To: Alishia Elliott; Brian Sullivan
Cc: Sharron Wiley
Subject: RE: Annexation Application ANN 21-001 w/ rezone and development agreement - City of Emmett

My office has no comments at this time.

Hollie Ann Strang

From: Alishia Elliott [mailto:aelliott@cityofemmett.org]
Sent: Tuesday, July 13, 2021 4:12 PM
To: Steve Kunka <skunka@emmettpolice.com>; diglineidaho@digline.com; EMMETTIRRIGATIONOFFICE@GMAIL.COM; brandi.j.richter@usps.gov; Curt Christensen <cchristensen@cityofemmett.org>; Mike Giery <mgiery@cityofemmett.org>; Hollie Ann Strang <hstrang@co.gem.id.us>; Laurie Boston <lboston@co.gem.id.us>; Sharron Wiley <swiley@co.gem.id.us>; Neal Capps <ncapps@co.gem.id.us>; Road & Bridge Office <gcrb@co.gem.id.us>; Megan Keene <mkeene@co.gem.id.us>; Megan Keene <mkeene@co.gem.id.us>; juhrig@idahopower.com; lastchanceditch@gmail.com; Clint Seamons <cseamons@cityofemmett.org>; Mike Knittel <mknittel@cityofemmett.org>
Cc: Brian Sullivan <bsullivan@cityofemmett.org>; Doricela Millan-Sotelo <dmillan-sotelo@cityofemmett.org>; jsweeten@gravislaw.com
Subject: Annexation Application ANN 21-001 w/ rezone and development agreement - City of Emmett

Good Afternoon,

Attached is the Annexation Application ANN 21-001 with rezone and development agreement, made by Park Hampton LLC for the property located at 1050 Cascade Road that includes parcels RP06N01W073430, RP06N01W074400, and RP06N02W122119. The parcels total approximately 65.067 +/- acres. See more information attached with this email.

We are asking for comments by **Monday July 26, 2021**. If you do not have any comments you can just reply to bsullivan@cityofemmett.org stating so, for the record.

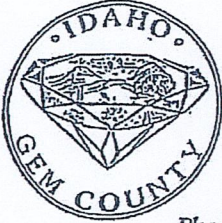
Thank you in advance.

Alishia Elliott

Planning Clerk
City of Emmett
601 E 3rd St
Emmett, Idaho 83617
(208)365-9569 ext 6



*City of Emmett



Gem County Assessor

Hollie Ann Strang

415 E Main Street, Room 201 ~ Emmett, Idaho 83617

Phone: (208) 365-2982 ~ Fax: (208) 365-2163 ~ Email: assessor@co.gem.id.us

Assessor's Office Review for
Subdivision/Administrative Split/
Administrative Combo/Property Boundary Adjustment
~~* Annexation Application~~ *#ANN 21-001

Date: 7/15/21

Date received from DS: 7/13/21

Review # P-1

Current parcel numbers:

Park Hampton LLC RP06NO1W073430
(John Wood) - RP06NO1W074400
RP06NO2W122119

The Gem County Assessor's office has reviewed the submitted documents. Our findings are summarized below.

	Compliant	Non-compliant	Not Reviewed	Initials
Conveyances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>SW</u>
Closures	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>SW</u>
Fit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>SW</u>

Comments: New Conveyances, Closures + Fit are not reviewed
for Annexation Permit process.

* I have no comments to enter at this
time for this Annexation Application

Ron Wiley 7/15/21
Mapper Signature Date

Assessor Signature Date

Brian Sullivan

From: Uhrig, Jake <JUhrig@idahopower.com>
Sent: Wednesday, July 14, 2021 6:07 PM
To: Brian Sullivan
Subject: FW: Annexation Application ANN 21-001 w/ rezone and development agreement - City of Emmett

Idaho Power has no comments at this time.

Thank you,

Jake Uhrig

WESTERN DESIGN LEADER
1550 S. Main Street
Payette, ID 83661
Idaho Power | Payette Operations Center
(208) 642-6278
juhrig@idahopower.com

From: Alishia Elliott <aelliott@cityofemmett.org>
Sent: Tuesday, July 13, 2021 4:12 PM
To: Steve Kunka <skunka@emmettpolice.com>; diglineidaho@digline.com; EMMETTIRRIGATIONOFFICE@GMAIL.COM; brandi.j.richter@usps.gov; Curt Christensen <cchristensen@cityofemmett.org>; Mike Giery <mgiery@cityofemmett.org>; assessor@co.gem.id.us; lboston@co.gem.id.us; swiley@co.gem.id.us; ncapps@co.gem.id.us; gcrb@co.gem.id.us; treasurer@co.gem.id.us; mkeene@co.gem.id.us; Uhrig, Jake <JUhrig@idahopower.com>; lastchanceditch@gmail.com; Clint Seamons <cseamons@cityofemmett.org>; Mike Knittel <mknittel@cityofemmett.org>
Cc: Brian Sullivan <bsullivan@cityofemmett.org>; Doricela Millan-Sotelo <dmillan-sotelo@cityofemmett.org>; jsweeten@gravislaw.com
Subject: [EXTERNAL]Annexation Application ANN 21-001 w/ rezone and development agreement - City of Emmett

KEEP IDAHO POWER SECURE! External emails may request information or contain malicious links or attachments. Verify the sender before proceeding, and check for additional warning messages below.

Good Afternoon,

Attached is the Annexation Application ANN 21-001 with rezone and development agreement, made by Park Hampton LLC for the property located at 1050 Cascade Road that includes parcels RP06N01W073430, RP06N01W074400, and RP06N02W122119. The parcels total approximately 65.067 +/- acres. See more information attached with this email.

We are asking for comments by **Monday July 26, 2021**. If you do not have any comments you can just reply to bsullivan@cityofemmett.org stating so, for the record.

Thank you in advance.

Alishia Elliott

Planning Clerk
City of Emmett
601 E 3rd St

*Gem County
Road & Bridge Dept.
402 North Hayes Ave.
Emmett, ID 83617-2646*



*Neal Capps, Director
Phone: 208-365-3305
Fax: 208-365-2530
Email: gcrb@co.gem.id.us*

July 14, 2021

Brian Sullivan
601 E. 3rd St.
Emmett, ID 83617

RE: Park Hampton LLC (ANN 21-001)

Brian,

Gem County Road & Bridge Department (GCRB) has reviewed the Annexation Application for Park Hampton LLC, property located at 1050 Cascade Road. GCRB has no comments in regards to this application.

If you have any questions please contact our office at 208-365-3305.

Thank you,

A handwritten signature in blue ink, appearing to be "NC", is written over a blue horizontal line.

Neal Capps, Director
Gem County Road & Bridge

GEM COUNTY

OFFICE OF
Megan Keene
TREASURER
TAX COLLECTOR
PUBLIC ADMINISTRATOR



415 E MAIN STREET
ROOM 200
EMMETT, IDAHO 83617
(208) 365-3272

July 14, 2021

City of Emmett
Zoning Commission
Attn: Brian Sullivan, Zoning Administrator
601 E. 3rd Street
Emmett, ID 83617

RE: Annexation with Re-zone & Development Agreement (Park Hampton LLC, Applicant)
Loc: 1050 Cascade Road, Emmett, ID 83617
PIN: RP06N01W073430, RP06N01W074400, RP06N02W122119
FILE NO.: ANN 21-001

Dear Brian,

After reviewing the Annexation with Re-zone and Development Agreement application for Park Hampton, LLC following are my comments concerning the subject parcels:

Parcel RP06N01W073430 has the 2020 taxes paid in full. This parcel or sub parcels will have 2021 taxes due at a future date.

Parcel RP06N01W074400 has the 2020 taxes paid in full. This parcel or sub parcels will have 2021 taxes due at a future date.

Parcel RP06N02W122119 has the 2020 taxes paid in full. This parcel or sub parcels will have 2021 taxes due at a future date.

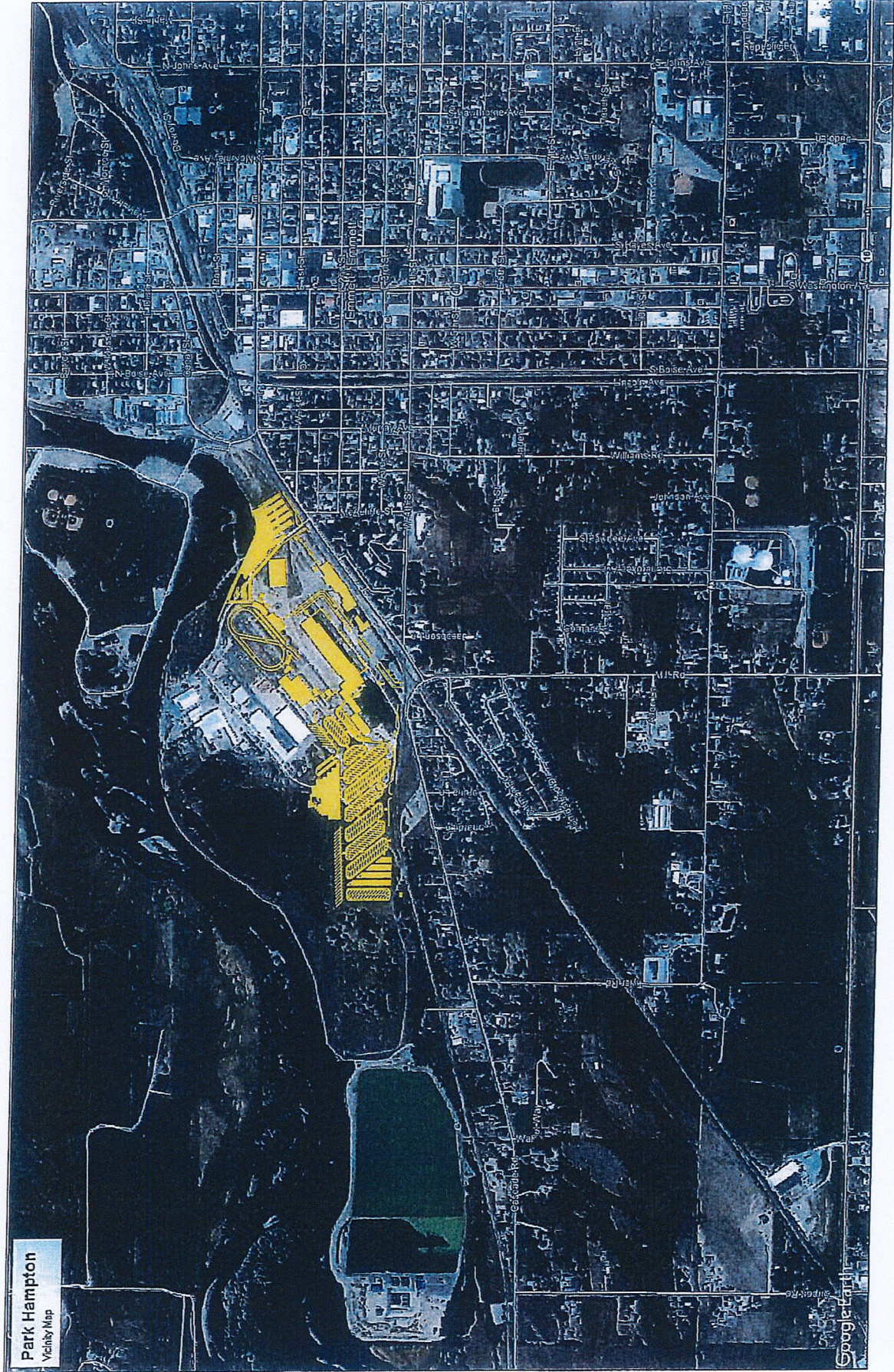
***Please note—Splits, Combos, PBAs, Platted Subdivisions, and Manufactured Homes Declared Real need to be correctly recorded by no later than May 1, 2021, in order to show up in the 2021 Assessment Roll and 2021 Tax Roll. Anything recorded after that date will be valued and taxed based on how the property was as of January 1, 2021.*

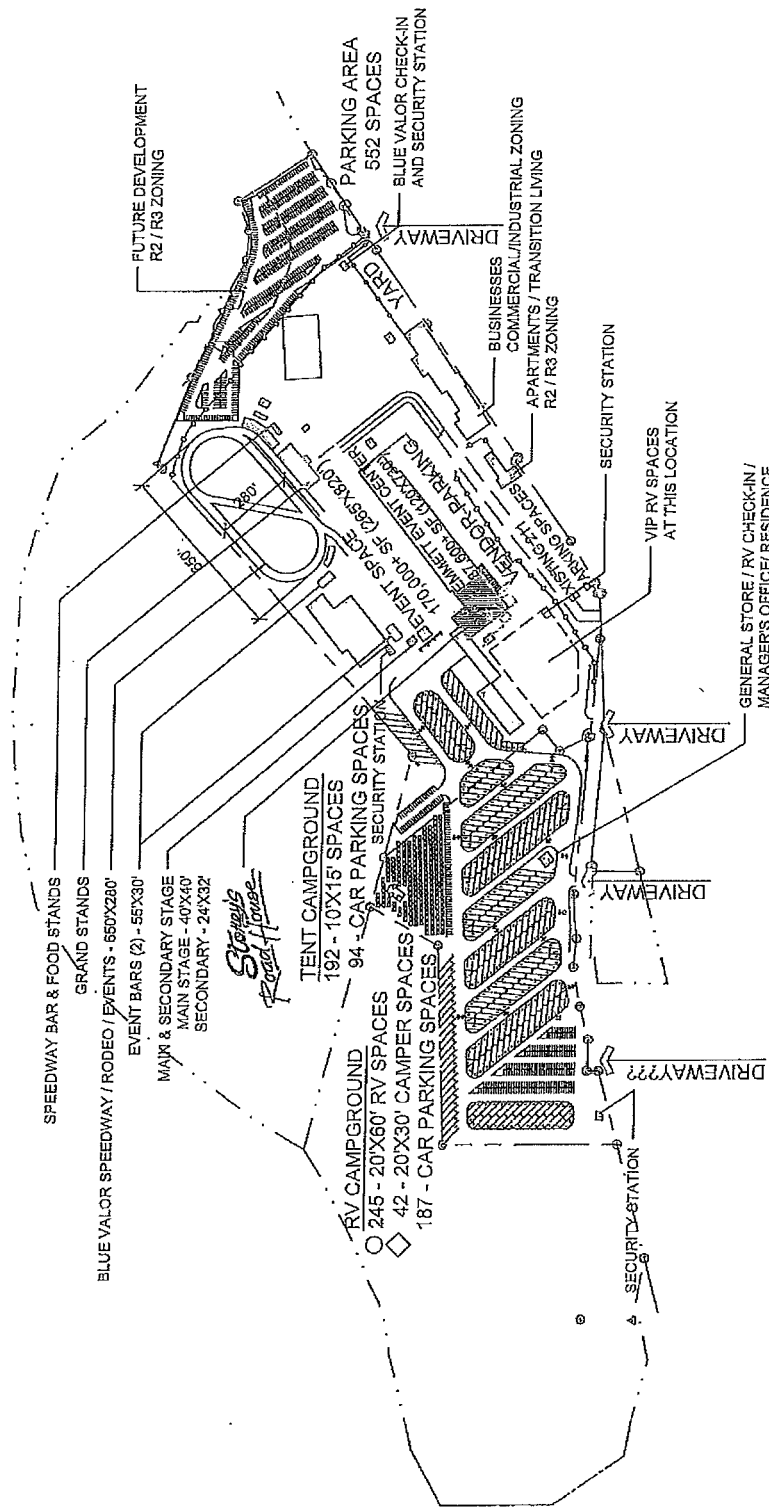
If you have any questions please feel free to contact the Treasurer's office.

Sincerely,

A handwritten signature in cursive script that reads "Megan Keene".

Megan Keene
Gem County Treasurer

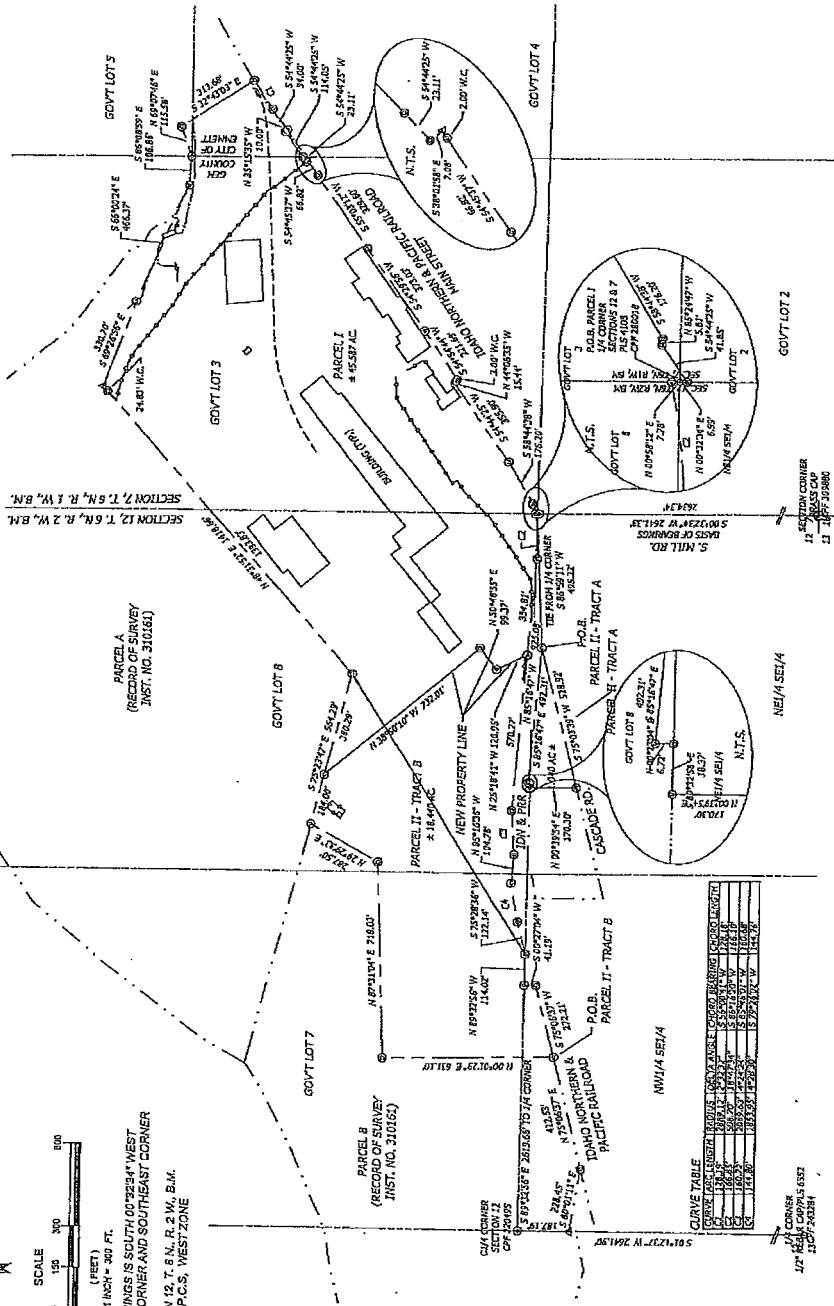
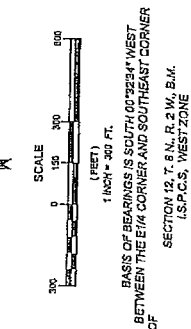




PARK HAMPTON, EVENT AREA PLANNING - COMMERCIAL / INDUSTRIAL / MD / R2 & R3 ZONING

LOCATION: UNINCORPORATED GEM COUNTY, IDAHO
DATE: JULY 21, 2020 - REVISED MAY 13, 2021

RECORD OF SURVEY PROPERTY LINE ADJUSTMENT PBA-026 FOR PARK HAMPTON, LLC AND JOHN WOOD LOCATED IN PORTIONS OF GOVERNMENT LOTS 7 & 8, AND PORTIONS OF THE NW1/4 SE1/4 & NE1/4 SE1/4 OF SECTION 12, T. 6 N., R. 2 W., B.M., AND IN PORTIONS OF GOVERNMENT LOTS 2, 3, 4 AND 5 OF SECTION 7, T. 6 N., R. 1 W., B.M., GEM COUNTY, IDAHO 2018



- LEGEND**
- PROPERTY BOUNDARY LINE
 - NEW PROPERTY LINE
 - OTHER DED LINE
 - SECTIONAL ADJUT LINE
 - CENTERLINE SPUR TRUCK
 - EXISTING CHAIN LINK FENCE
 - EXISTING WIRE FENCE
 - EXISTING BUILDING
 - EXISTING BARRICADE
 - FOUND 1/4\"/>

REFERENCES:

- R1 RECORD OF SURVEY INST. NO. 182471
- R2 RECORD OF SURVEY INST. NO. 222731
- R3 RECORD OF SURVEY INST. NO. 233385
- R4 RECORD OF SURVEY INST. NO. 233385
- R5 RECORD OF SURVEY INST. NO. 310161
- R6 RECORD OF SURVEY INST. NO. 310161
- R7 MAP OF STEWART SUBDIVISION BOOK 1, PAGE 38
- R8 GENERAL LAND OFFICE
- R9 LAND TITLE INSURANCE COMPANY
- R10 ISSUING AGENT ALLIANCE TITLE & ESCROW CORP.
- R11 ISSUING AGENT FILE NUMBER: 388203

SURVEYOR'S NOTES:

- ALL OF THE FOUND MONUMENTS, FROM RECORDS OF SURVEY INSTRUMENT NO. 310161 (R5) AND INSTRUMENT NO. 310161 (R6), WERE ACCEPTED AND FIT WITHIN ACCEPTED SURVEYING TOLERANCES.
- TRACT A AND TRACT B OF PARCEL II MUST REMAIN A SINGLE PARCEL FOR DEVELOPMENT AND BUILDING PURPOSES.

APPROVAL OF GEM COUNTY DEVELOPMENT SERVICES ADMINISTRATOR

THIS PROPERTY BOUNDARY ADJUSTMENT IS HEREBY ACCEPTED AND APPROVED,
 THIS DAY OF _____, 2018, BY THE GEM COUNTY DEVELOPMENT
 SERVICES ADMINISTRATOR.

ADMINISTRATOR

NOTE

SAWTOOTH LAND SURVEYING LLC ASSUMES NO LIABILITY FOR PRESENT OR FUTURE COMPLIANCE OR NONCOMPLIANCE WITH COORDINATE, PLANNING AND ZONING ORDINANCE RESTRICTIONS AS THEY PERTAIN TO BUILDING PERMITS AND THE ISSUANCE THEREOF.

2030 S. WASHINGTON AVE.
 EMMETT, ID 83617
 (208) 398-8104
 FAX (208) 398-8105
WWW.SAWTOOTHID.COM

DATE: 12/20/18
 DRAWN BY: CHECKED BY: TORRE
 SHEET: 1 OF 2

DATE: 12/20/18
 DRAWN BY: CHECKED BY: TORRE
 SHEET: 1 OF 2

**DEVELOPMENT AGREEMENT
THE CITY OF EMMETT, IDAHO, AND PARK HAMPTON, LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of this ____ day of, ____ 2021, by and between the CITY OF EMMETT, a Political Subdivision of the State of Idaho ("City") and Park Hampton, LLC, ("Owner"), pursuant to the authority of Idaho Code § 67-6511A, *et seq.*

BACKGROUND:

Owner is the owner of a certain tract of land in the County of Gem, State of Idaho, which land is more particularly described in Exhibit "A" and is hereinafter referred to as the "Project"; and,

City has authority to annex and rezone property pursuant to Title 9, Chapter 15 of the Emmett City Code and Section 67-6504 of the Idaho Code; and,

City has authority to enter into development agreements to condition annexations and rezones; and,

Owner desires to be assured that it may proceed with development of the Project in accordance with this Agreement. In order to obtain this benefit, Owner has determined that it is advantageous to Owner to enter into the Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the parties agree as follows:

Section 1. Development of the Project.

1.1 Effective Date. In accordance with Idaho Code § 67-6511A, this Agreement will be effective upon the publication of Ordinance _____, approving the annexation and rezone for the Project, and upon the recordation of this Agreement.

1.2 Permitted Use, Density, and Intensity of Use. This Agreement shall vest the right to develop the Project on land described in Exhibit "A" (Legal Description) and by this reference made a part hereof, with respect to the approved application for the Owner, as restricted by the Conditions of Approval attached to this Agreement as Exhibit "B" and Site Specific Conditions of Approval to this Agreement as Exhibit "C".

1.3 Changes in State and Federal Law. This Agreement shall not preclude the application to the Project of any law that is specifically mandated and required by changes in state or federal laws or regulations. In the event such law prevents or precludes compliance with one or more provisions of this Agreement, City and Owner shall meet and confer to determine how provisions of this Agreement would need to be modified or suspended in order to comply with the law and shall prepare and process the necessary amendment or amendments to this Agreement, or the City Council may elect to terminate this Agreement pursuant to Section 3.4.

1.4 Police Power. Nothing in this Agreement shall be construed to be in derogation of the City's police power to protect the public health and safety in the case of an emergency. For purposes of determining whether the City can exercise its police power inconsistent with the provisions and conditions of this Agreement, "emergency" shall mean a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property or essential public services involving the Project or the community.

1.5 Surety for Project Completion: In accordance with Emmett City Code and future conditions of approval, the Owner agrees to comply with all lien and/or surety requirements for completion of the project if it is abandoned or otherwise not completed.

Section 2. Cooperation In The Event Of Legal Action.

2.1 In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action or proceeding. The City and Owner may agree to select mutually agreeable legal counsel to defend such action or proceeding, or each party may select its own legal counsel. Owner shall pay all reasonable attorneys' fees and costs incurred by the parties arising out of the defense of any third party claim challenging the validity of this Agreement, and Owner shall indemnify the City against any third party costs awarded in such action.

Section 3. Violation; Remedies; Termination.

3.1 General Provisions. Failure or unreasonable delay by the Owner to perform any term or provision of this Agreement, after written notice thereof from the City, shall constitute a violation under this Agreement. Said notice shall specify the nature of the alleged violation and the manner in which said violation may be satisfactorily cured. If the nature of the alleged violation is such that it cannot reasonably be cured within 90 days after written notice, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

Subject to the foregoing, after notice and expiration of the 90-day period without cure, the violation will be deemed a default under this Agreement and the City, at its option, may institute legal proceedings pursuant to this Agreement and/or give notice of intent to terminate the Agreement.

3.2 Violations by City. In the event City violates any provision under the terms of this Agreement, Owner shall have all rights and remedies provided herein or under applicable law, including without limitation the right to seek specific performance by the City. But in no event shall Owner have any right to punitive damages.

3.3 Enforced Delay; Extension of Time of Performance.

a) In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strike, walk-out, riot, flood, earthquake, fire, casualty, or act of God.

b) Performance hereunder shall not be deemed in default where delays or defaults are due to governmental agencies. An extension of time necessary to gain approval of another independent governmental agency as required in the conditions of approval will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

c) Upon the request of either party hereto, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

3.4 Termination.

a) This Agreement may be terminated, and the zoning designation upon which the use is based reversed to the zoning district existing immediately prior to the Agreement (deemed appropriate by the City Council), upon the failure by the Owner to comply with the terms and conditions contained in this Agreement after notice by the City to the Owner, or upon the failure of the Owner, each subsequent owner or each other person acquiring an interest in the Project site to comply with the terms and conditions in this Agreement and after the Council has complied with the notice and hearing provisions of Idaho Code § 67-6511A.

Section 4. Hold Harmless – Indemnification.

4.1 Owner shall defend, indemnify, and hold the City, its officers, agents, and employees harmless for injuries to persons or property occurring on the Project arising out of, or resulting from, the negligence or willful conduct of Owner, its agents or employees in performing Owner's duties described in this Agreement or Owner's development activities on the Project.

In the event the City is alleged to be liable in any manner, as a result of the acts, omissions, or negligence of Owner, the Owner shall indemnify and hold the City harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from Owner's development activities on the Project, and Owner shall defend such allegations through counsel chosen by the City. Owner shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. Owner shall not be obligated to indemnify or defend the City as set forth above from and against any actions liability, claims, loss, costs, or expenses arising out of, or resulting from, the negligence, gross negligence or willful conduct of the City, its agents, officers or employees.

Owner guarantees the City that all services, programs, or activities provided under this Agreement will be in accordance with all applicable federal, state, and local statutes, regulations, and requirements, including, but not limited to, the Americans with Disabilities Act (ADA). Further, Owner agrees to indemnify, defend, and hold the City harmless from and against any loss, expense, or damage of any type incurred by the City as a result of Owner's breach of the guarantee requirements of this paragraph.

Section 5. Notices.

5.1 Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). If given by registered or certified mail, a notice shall be deemed to have been given and received on actual receipt by the addressee. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. A courtesy copy of the notice may be sent by facsimile

transmission. Any party may designate any other address in substitution of the address contained herein by like written notice.

5.2 Notices shall be given to the parties at their addresses set forth below:

If to City, to:

City of Emmett
Emmett, Idaho 83617
Attention: Planning Director
Telephone: 208-365-9569
Facsimile: 208-365-4651

If to Owner, to:

John Wood, Park Hampton, LLC
8700 Chaparral Road
Eagle, Idaho, 83616
Telephone, 208-412-5969

Section 6. Assignment.

6.1 If all or any portion of the Project is transferred by Owner to any person or entity ("Transferee"), then Owner may assign or transfer to Transferee all or any portion of its interests, rights, or obligations under this Agreement with respect to the transferred property. The assignment or transfer of interests, rights, or obligations under this Agreement shall not require City approval, but if Owner transfers any portion of the Project to a Transferee, Owner shall continue to be responsible for performing the obligations under this Agreement as to the transferred property until such time as there is delivered to City a legally binding instrument approved by the City whereby Transferee agrees to perform all conditions of approval(s), and/or other obligations of this Agreement applicable to the transferred property as set forth in Idaho Code § 67-6511A.

Section 7. Entire Agreement; Counterparts; Exhibits; Recording.

7.1 Waivers. No provision or condition of this Agreement shall be considered waived unless duly amended as provided in Section 9.1. The failure of the City to require strict performance of any term or condition of this Agreement or to exercise any option herein conferred in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition, but the same

shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of the City.

7.2 Duty to Act Reasonably. Unless otherwise expressly provided, each party shall act reasonably in giving any consent, approval, or taking any other action under this Agreement.

7.3 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

Exhibit A – Project Legal Description

Exhibit B – Conditions of Approval

7.4 Recordation of Agreement. The City shall record an executed original of this Agreement at the Gem County Recorder's Office. Owner agrees to pay all recording fees necessary to record this Agreement with the Gem County Recorder's Office.

Section 8. Covenants Appurtenant To The Project.

8.1 All covenants and conditions set forth herein shall be appurtenant to and run with the Project and shall be binding upon Owner's heirs, successors, and assigns until all Conditions of Approval have been satisfied and work completed at which time this Agreement shall be automatically terminated and of no force or effect and the parties shall reasonably cooperate to record any necessary instruments to evidence such termination.

Section 9. Miscellaneous.

9.1 Amendment. Modifications to this Agreement may be made only by the permission of the City Council after complying with the notice and hearing provisions of Idaho Code § 67-6511A. The Agreement may only be modified after public hearing by the City Council. Major modifications as

determined by the Planning Director shall require a hearing and recommendation by the Emmett Zoning Commission prior to hearing by the Council.

9.2 Interpretation: Any term contained in this Agreement will be defined pursuant to Title 9 of the Emmett City Code and if not contained therein general common understanding of the word will apply.

9.3 No Agency, Joint Venture or Partnership. City and Owner hereby renounce the existence of any form of joint venture or partnership between the City and Owner and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Owner joint venturers or partners.

9.4 Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be disregarded and this Agreement shall continue in effect. However, if such provision is not severable from the balance of the Agreement so that the mutually dependent rights and obligations of the parties remain materially unaffected, this Agreement shall become void.

9.5 Construction. This Agreement has been reviewed and revised by legal counsel for both City and Owner, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. This instrument constitutes and contains the entire Agreement of the parties and supersedes and merges all other prior understandings and/or agreements between the parties, if any, whether verbal or written.

9.6 Choice of Law. This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Third Judicial District, State of Idaho, County of Gem.

9.7 Merger and Integration. This writing embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the parties are superseded by this Agreement.

9.8 Third Party Beneficiaries. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto effective the day and year first above written.

City of Emmett

By: _____

Gordon Petrie, Mayor

ATTEST:

Lyleen Jerome, City Clerk

STATE OF IDAHO)
) ss.
County of Gem)

On this ____ day of _____, 2021, before me a notary public, personally appeared Gordon Petrie, known or identified to me, to be the Mayor of the City of Emmett, and the person who executed the said instrument, and acknowledged to me that he executed the same as Mayor.

Notary Public for Idaho
Commission Expires _____

Owner

PARK HAMPTON, LLC

JOHN WOOD, OWNER

STATE OF _____)
County of _____) ss.
_____)

On this _____ day of _____, 2021, before me a notary public, personally appeared John Wood, known or identified to me, to be the Owner of Park Hampton, LLC and the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same as Owner.

Notary Public for _____
Commission Expires: _____

**EXHIBIT A
LEGAL DESCRIPTION**

Annexation Parcels: 3 parcels with total of 65.067 acres

A parcel of land being a portion of Parcel C of Property Boundary Adjustment: PBA 16-019 and PBA 17-001, Instrument No. 310161, Gem County Records, located in a portion of Government Lot 8 and a portion of the NE1/4 SE1/4, lying North of the Idaho Northern and Pacific Railroad right-of-way within Section 12, Township 6 North, Range 2 West of the Boise Meridian and a portion of Government Lots 2, 3, 4, and 5, lying North of the Idaho Northern and Pacific Railroad right-of-way and the occupied line along the North side of the Idaho Northern and Pacific Railroad, within Section 7, Township 6 North, Range 1 West of the Boise Meridian, Gem County, Idaho, more particularly described as follows:

BEGINNING at a found 1/2 inch rebar with plastic cap stamped "FISHER PLS 4108" at the Quarter Corner Common to said Sections 7 and 12, as shown on Corner Record Instrument No. 280018, from which a found brass cap, marking the Southwest Corner of said Section 7 as shown on Corner Record Instrument No. 309880, bears South 00° 0' 32" 34" West a distance of 2641.33 feet;

Thence North 00° 58' 12" East, along the west line of said Section 7, a distance of 7.78 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" on the Northerly right-of-way of the Idaho Northern and Pacific Railroad and the beginning of a non-tangent curve to the right;

Thence along the said Northerly right-of-way of the Idaho Northern and Pacific Railroad the following two (2) courses;

166.85 feet along said non-tangent curve to the right having a radius of 508.70 feet, a central angle of 18° 47' 34", subtended by a chord bearing South 86° 16' 20" West a distance of 166.10 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

North 85° 16' 47" West, a distance of 354.81 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561";

Thence leaving said Northerly right-of-way, North 25° 0' 18" 41" West, a distance of 120.96 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561";

Thence North 50° 48' 55" East, a distance of 99.37 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561";

Thence North 38° 50' 10" West, a distance of 732.01 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561" on the northerly line of said Parcel C;

Thence along the said northerly line the following two (2) courses;

South 75°23'47" East, a distance of 380.29 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

North 48°31'52" East, a distance of 1,418.66 feet to the Government Meander Line of the left bank of the Payette River, witnessed by a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" that bears South 48°31'52" West, a distance of 24.83;

Thence along the said Government Meander Line on the left bank of the Payette River the following two (2) courses;

South 69° 26'56" East, a distance of 330.70 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 66° 00'24" East, a distance of 466.37 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

Thence leaving said Government Meander Line on the left bank of the Payette River, and continuing along the Ordinary High Water Line as described in the Disclaimer of Interest Instrument No. 239286 the following two (2) courses;

South 86°08'59" East, a distance of 106.86 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

North 69° 07'46" East, a distance of 115.58 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" on the Easterly line of Parcel A as shown on Record of Survey Instrument No. 222731;

Thence along said Easterly line, South 32° 43'03" East, a distance of 313.68 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" on the common occupied line between Boise Cascade and the Idaho Northern and Pacific Railroad and the beginning of a non-tangent curve to the left;

Thence along the said common occupied line between Boise Cascade and the Idaho Northern and Pacific Railroad the following fifteen (15) courses;

128.19 feet along said non-tangent curve to the left having a radius of 2,889.12 feet, a central angle of 02°32'32", subtended by a chord bearing South 56° 00'41" West a distance of 128.18 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 54°44'25" West, a distance of 94.00 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

North 35° 15'35" West, a distance of 10.00 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 54°44'25" West, a distance of 114.05 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" on the line common to Government Lots 3 and 4;

Continuing South 54°44'25" West, a distance of 23.11 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 38° 01'58" East, a distance of 7.08 feet to a point witnessed by a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" that bears South 54°45'37" West, a distance of 2.00 feet;

South 54°45'37" West, a distance of 66.82 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612"; South 55°03'12" West, a distance of 329.60 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 54° 29'56" West, a distance of 373.03 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 54° 54'44" West, a distance of 221.69 feet to a point witnessed by a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" that bears North 54° 54'44" East, a distance of 3.00 feet;

North 44°06'35" West, a distance of 15.44 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 54°44'25" West, a distance of 355.90 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 58°44'38" West, a distance of 176.20 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

North 85° 24'47" West, a distance of 5.61 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 54°44'25" West, a distance of 41.85 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" on the line common to Section 7, Township 6 North, Range 1 West, Boise Meridian and Section 12, Township 6 North, Range 2 West, Boise Meridian;

Thence leaving said common occupied line between Boise Cascade and the Idaho Northern and Pacific Railroad, along said Section line, North 00°32'34" East, a distance of 6.99 feet to POINT OF BEGINNING.

The above described parcel contains 45.587 acres, more or less.

BASIS OF BEARING for this description is South 00° 32'34" West between the E1/4 corner and the southeast corner of Section 12, Township 6 North, Range 2 West of the Boise Meridian. Idaho State Plane Coordinate System, West Zone.

Parcel II — Tract A Legal Description

A parcel of land being Parcel 2, Record of Survey Instrument No. 315463, Gem County Records, located in a portion of Government Lot 8 and a portion of the NE1/4 SE1/4, lying South of the Idaho Northern and Pacific Railroad right-of-way within Section 12, Township 6 North, Range 2 West of the Boise Meridian, Gem County, Idaho, more particularly described as follows:

COMMENCING at a found 1/2 inch rebar with plastic cap stamped "FISHER PLS 4108" at the E1/4 Corner of said Section 12, as shown on Corner Record Instrument No. 280018, from which a found brass cap, marking the Southeast Corner of said Section 12 as shown on Corner Record Instrument No. 309880, bears South 00°32'34" West a distance of 2641.33 feet;

Thence South 86° 59'11" West, 495.22 feet to the intersection of the Southerly right-of-way of Idaho Northern and Pacific Railroad (IDN&PRR) and the Northerly right-of-way of Cascade Road, marked by a found 5/8" rebar with plastic cap stamped "ELSI PLS 7612", and the **POINT OF BEGINNING**;

Thence South 75°03'39" West, along said Northerly right-of-way, 528.92 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

Thence North 00°39'54" East, 170.30 feet to the Southerly right-of-way of IDN&PRR, to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" on said Southerly right-of-way;

Thence along said Southerly right-of-way the following three (3) courses:

South 89°32'56" East, 18.37 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

North 00° 27'04" East, 6.72 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 85° 16'47" East, 492.31 feet to the **POINT OF BEGINNING**. The above described parcel contains 1.040 acres, more or less.

BASIS OF BEARING for this description is South 00°32'34" West between the E1/4 corner and the southeast corner of Section 12, Township 6 North, Range 2 West of the Boise Meridian. Idaho State Plane Coordinate System, West Zone.

Parcel II - Tract B Legal Description

A parcel of land being a portion of Parcel C of Property Boundary Adjustment: PBA 16-019 and PBA 17-001, Instrument No. 310161, Gem County Records, located in a portion of Government Lots 7 and 8, and a portion of the NW1/4 SE1/4, lying North of the Idaho Northern and Pacific Railroad right-of-way within Section 12, Township 6 North, Range 2 West of the Boise Meridian, Gem County, Idaho, more particularly described as follows:

COMMENCING at a found 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" at the Center Quarter corner of said Section 12 as shown on Corner Record Instrument No. 220495, from which a found 1/2 inch rebar with plastic cap stamped "PLS 6552" marking the South Quarter Corner of said Section 12 as shown on Corner Record Instrument No. 243284, bears South 01° 12'37" West a distance of 2641.90 feet;

Thence South 01° 12'37" West, along the Center of Section line of said Section 12, a distance of 187.19;

Thence South 80°01'11" East, a distance of 228.45 feet to the Northerly right-of-way of Idaho Northern and Pacific Railroad, marked by a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

Thence North 75°06'37" East, along said Northerly right-of-way, a distance of 422.53 feet to the southwesterly corner of said Parcel C, marked by a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612" and the POINT OF BEGINNING;

Thence along the westerly and northerly lines of said Parcel C the following four (4) courses; Thence North 00°01'29" East, a distance of 631.10 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

Thence North 87° 31'04" East, a distance of 718.03 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

Thence North 29° 29'33" East, a distance of 287.50 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

Thence South 75° 23'47" East, a distance of 184.00 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561";

Thence leaving said westerly and northerly lines, South 38° 50'10" East, a distance of 732.01 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561";

Thence South 50°48'55" West, a distance of 99.37 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561";

Thence South 25°18'41" East, a distance of 120.96 feet to a set 5/8" rebar with plastic cap stamped "PLS 10561" on said Northerly right-of-way;

Thence along said Northerly right-of-way the following eight (8) courses;

North 85° 16'47" West, a distance of 570.27 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

160.72 feet along a non-tangent curve to the left having a radius of 2,089.63 feet, a central angle of 04° 24'24", subtended by a chord bearing South 85°46'01" West a distance of 160.68 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

North 85° 16'36" West, a distance of 104.78 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

144.80 feet along a non-tangent curve to the left having a radius of 1,853.95 feet and, central angle of 04° 28'30", subtended by a chord bearing South 79° 26'02" West a distance of 144.76 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 75° 28'36" West, a distance of 122.14 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

North 89° 32'56" West, a distance of 114.02 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 00° 27'04" West, a distance of 41.19 feet to a found 5/8" rebar with plastic cap stamped "FLSI PLS 7612";

South 75° 06'37" west, a distance of 272.21 feet to the POINT OF BEGINNING.
The above described parcel contains 18.440 acres, more or less.

BASIS OF BEARING for this description is South 00°32'34" West between the E1/4 corner and the southeast corner of Section 12, Township 6 North, Range 2 West of the Boise Meridian. Idaho State Plane Coordinate System, West Zone.

EXHIBIT B
CONDITIONS OF APPROVAL

General Terms

1. Nothing in this Agreement shall be construed as relieving the Owner or its successors from further compliance with all other permit and code requirements for subsequent applications for the same property. Specifically, the processes and information contained in Title 9 of Emmett City Code shall apply to all future development of the property.
2. Entering into this Agreement shall not prevent the City of Emmett from applying new standards, regulations or conditions that do not conflict with the written commitments within this Agreement in any subsequent actions or applications made for the same property.
3. The applicant, Park Hampton, LLC, John Wood, is _____ for annexation and rezone to **MD-Mixed Development to allow for multi-family, commercial, and light industrial uses.** The boundaries of said zone shall be as per the annexation ordinance legal description.

Land Uses

1. The future land uses permitted outright on the property must be consistent with the permitted uses listed below. Uses requiring a special use permit are not allowed. All other land uses are prohibited, unless otherwise allowed through an amendment to this agreement. An amendment to the permitted land uses requires a public hearing before the Emmett City Council.
2. The maximum structure height for the development is sixty feet (60').

LAND USE TYPE	PERMIT TYPE
Amusement center, outdoor - Events Center/Race Track	Permitted, SUP 19-002
Multi-Family 3-16 units	Permitted
Restaurant	Permitted
Recreational Vehicle Park	Permitted
Manufacturing – Light	Permitted
Office	Permitted
Retail stores and services	Permitted
Dance, music, voice, studio	Permitted
Hotel and motel	Permitted
Office, professional	Permitted
Drive-in-restaurant – fast food	Permitted
Equipment rental and sales - Light	Permitted
Shop for building contractor	Permitted
Service Station/Quick Lube	Permitted
	Permitted

EXHIBIT C

SITE SPECIFIC CONDITIONS OF APPROVAL EVENTS CENTER AND RACE TRACK

1. Currently, the events center and race track have been approved with Gem County SUP 19-002
2. The conditions of the Development Agreement (DA) are subject to an annual review. Modification of this DA can only be done by means of a public hearing.
3. The permit is non-transferable to another property and is only valid for the three parcels annexed into the city limits. Parcels RP06N01W073430, RP06N01W074400, and RP06N02W122119.
4. The events center may operate 7 days a week between the hours of 8:00 am and 10:00 pm. After 10:00 pm, the events center may continue to operate following the City of Emmett Noise Ordinance, ECC 5-3-6.
5. The race track shall be monitored with a decibel meter by the owner or his/her designee as not to create a nuisance to the neighboring residential properties. The decibels shall not be greater than 98 at the property line. All racing shall stop by 10:00pm.
6. The applicant shall provide designated parking areas for events. Ensure all access lanes are a minimum of 20' wide. Access lanes shall be no greater than 150' from all buildings.
7. Comply with any safety plan established by the owner and approved by Emmett Fire Department.
8. Submit plans to Emmett Building Department for review prior to any work including but not limited to remodeling of buildings, additions, new structures, site improvements, etc.
9. The owner shall comply with all ADA (Americans with Disabilities Act) in regards to parking, toilet facilities, building improvements and construction on site.
10. No parking on Cascade Road, West Main Street, or Mill Road.
11. All mobile caterers shall comply with Southwest District Health Department and Emmett Fire Department requirements.
12. Provide on-site toilet and sanitation services to accommodate the size of events planned for the venue.
13. Provide stormwater detention facilities approved by Emmett Public Works.
14. All trash must be contained on site. Provide at a minimum, a three sided enclosure of solid construction, ie, solid wall or fence at least 6' in height. Location for pickup must be approved by the local sanitation company.
15. All exterior lighting shall be downcast lighting as not to create a nuisance to the neighboring properties and comply with the City of Emmett Dark Sky Ordinance.
16. All new signage, whether permanent or temporary, must comply with the City of Emmett sign ordinance. No off premise signs are allowed.
17. Structures have a fire suppression system. Please provide testing yearly and submit reports to Emmett Building/Zoning Department and Emmett Fire Department.

SITE SPECIFIC CONDITIONS OF APPROVAL RV PARK

1. Zoning this property to Mixed Development allows an RV Park outright and no special use permit is required. Currently the RV Park has been approved by Gem County SUP 19-003.
2. According to the map that was submitted with this application for approval, the RV Park is to be located on the west end of this property.
3. A full design of the RV park is to be submitted to Emmett Building Department for review prior to being constructed. This submittal will include but is not limited to engineering on the water and wastewater system, storm drainage, access roads, and landscaping.
4. A 6' fence is to be installed on the south border of the RV park buffering this use from the residential structures on Cascade Road.
5. Long term stays in this park shall be evaluated with the owner and city staff, but in no instance shall a stay be longer than 6 months.
6. All trash enclosures shall be three sided with 6' tall solid wall or fence screening the trash area from view. Location for pickup must be approved by the local sanitation company.
7. All exterior lighting shall be downcast lighting as not to create a nuisance to the neighboring properties and comply with the City of Emmett Dark Sky Ordinance.
8. All new signage, whether permanent or temporary, must comply with the City of Emmett sign ordinance. No off premise signs are allowed.

Development Requirements

1. All future development on the properties shall submit an application for a Certificate of Zoning Compliance prior to submitting for a building permit.
2. All future development on the properties shall submit a Design Review Application prior to submitting for a building permit. The application will be reviewed by the Design Review Board.