

CITY OF BOISE

To: Mayor and Council
FROM: Planning and Development Services
ORDINANCE NUMBER: O-29-12
DATE: October 5, 2012
SUBJECT: CAR12-00009 / Rezone / 823 & 825 E. Reserve Street

ACTION REQUIRED:

Approval, three readings and publication of the attached ordinance

RECOMMENDATION:

Approval

FISCAL IMPACT/BUDGET IMPLICATIONS:

None

BACKGROUND:

On September 18, 2012 Council approved a rezone of 2.65 acres located at 823 E. Reserve Street from R-2 (Combined Residential) to C-2/DA (General Commercial with a Development Agreement) and a rezone of an adjacent 2.2 acres located at 825 E. Reserve Street from R-3 (Multi-Family Residential) to C-2D/DA (General Commercial with Design Review and a Development Agreement).

ATTACHMENTS:

Ordinance with development agreement

ORDINANCE NO. _____

BY THE COUNCIL:

CLEGG, EBERLE, JORDAN, MCLEAN,
QUINTANA AND THOMSON

AN ORDINANCE (CAR12-00009, FOR PROPERTY LOCATED AT 823 & 825 E. RESERVE STREET) AMENDING ZONING CLASSIFICATIONS OF THE CITY OF BOISE CITY TO CHANGE THE CLASSIFICATION OF REAL PROPERTY PARTICULARLY DESCRIBED IN SECTION ONE OF THIS ORDINANCE FROM R-2 (COMBINED RESIDENTIAL) TO C-2/DA (GENERAL COMMERCIAL WITH A DEVELOPMENT AGREEMENT) AND R-3 (MULTI-FAMILY RESIDENTIAL) TO C-2D/DA (GENERAL COMMERCIAL WITH DESIGN REVIEW AND A DEVELOPMENT AGREEMENT); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:

Section 1. That the land use zoning classification of the following described lands within the City of Boise City, Idaho, as set forth in Exhibits A and B, are amended and reclassified from R-2 (Combined Residential) to C-2/DA (General Commercial with a Development Agreement) and an addition parcel from R-3 (Multi-Family Residential) to C-2D/DA (General Commercial with Design Review and a Development Agreement), pursuant to the procedures and requirements of Title 67, Chapter 65, Idaho Code, Title 11, Chapter 6, Boise City Code, and the Boise City Comprehensive Plan, as a result of changed circumstances and to promote the public health, safety and welfare.

Section 2. Pursuant to Idaho Code § 67-6535, the Boise City Council hereby adopts the following Reasoned Statement:

The site is designated a Neighborhood Activity Center on the Land Use Map of the Comprehensive Plan. Activity centers are intended to serve neighborhoods with retail and service uses. They are also appropriate locations for residential development of 16 units per acre or greater, depending on design. In addition to the activity center designation, the property is classified as “Mixed-Use”. The purpose of this designation is to support a variety of commercial and residential uses. The proposed commercial zoning is consistent with the Comprehensive Plan’s vision for the site. It will accommodate a mix of uses upon redevelopment of the site and support the preservation and adaptive re-use of the armory building.

The inclusion of a development agreement that limits the more intense uses otherwise allowed in the C-2 (General Commercial) zone will ensure the property remains compatible with the surrounding neighborhood. The agreement also dictates that any new buildings be oriented to adjacent streets with parking located behind. This is consistent with the established development pattern of the area.

The rezone should not have a negative impact on the transportation system or other public facilities in the vicinity. To date, no public agency has voiced concerns with the request. Comments from the Ada County Highway District confirm the local, collector and arterial roadways in the area will continue to operate at an acceptable level of service.

Section 3. The zoning maps of the City of Boise City, Idaho, are hereby changed, altered and amended to include and insert the real property described in Exhibits A and B, hereof in the land use classification therein described.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the Council of the City of Boise, Idaho, this ____ day of _____, 2012.

APPROVED by the Mayor of the City of Boise, Idaho this ____ day of _____, 2012.

APPROVED:

ATTEST:

David H. Bieter
MAYOR

Debbie Broughton
EX-OFFICIO CITY CLERK



BOISE CITY REZONE

CAR12-00009

Exhibit A

Section 11 Township 3N Range 2E

Total Acres C-2/DA - ± 2.65
Total Acres C-2D/DA - ± 2.20

C-2/DA *C-2D/DA*

This map is made from data copyrighted by Ada County. Ada County shall not be liable for inaccuracies or misuse of this map. Maps bearing this disclaimer may be photocopied freely. However, use in any digital form requires the written permission of Ada County.

This drawing is to be used only for reference purposes; Boise City is not responsible for any inaccuracies herein contained.



REZONE

ORDINANCE #: _____

EFFECTIVE DATE: _____



Recording requested by:

J & M Land, LLC
c/o Steve Weeks, Registered Agent
1029 South Meadow Street
Moscow, Idaho 83843

DEVELOPMENT AGREEMENT

This Agreement entered into this 5th day of October, 2012, by and between the City of Boise City (hereinafter referred to as "City") and J & M Land LLC, the Applicant for Boise City rezone number CAR12-00009 and, as of the date listed above and on the signature page of this Agreement, the party with a contractual interest in the real property described herein (hereafter referred to as "Developer").

RECITALS

WHEREAS, the Developer has applied to the City for a conditional rezone to C-2DA and C-2D/DA of the property illustrated herein (Exhibit A) to facilitate adaptive reuse of the existing Armory Building and future development of the adjacent parcel; and

WHEREAS, the City, pursuant to Boise City Code Section 11-08-08 and Idaho Code §67-6511A, 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 the requested zoning may not be consistent with the Idaho Code and the Boise City Code; and

WHEREAS, the City's Planning & Zoning Commission and City Council have held public hearings as prescribed by law with respect to the zoning and planned development of the Property and this Agreement; and

WHEREAS, it is the intent and desire of the parties hereto that development of the Property proceed as provided herein, subject to the terms and conditions of this Agreement and the amendments hereto.

m.m.

NOW THEREFORE, in consideration of the above recitals and the mutual consideration as reflected in the covenants, duties and obligations herein set forth, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Description and Location of Property; Size of Property; Present Zoning: This conditional C-2 zone shall apply to the Property specifically illustrated in EXHIBIT "A." The commonly-associated addresses of the Property are 823 and 825 E. Reserve St., Boise, Idaho, 83712. The property is approximately 5 acres. The Property was formerly zoned by Boise City as R-2 and R-3.
2. Use Permitted by this Agreement: Unless specifically listed as prohibited in EXHIBIT "B", the use standards for the C-2 zone as indicated in Boise City Code § 11-04-06.09 apply to both parcels. No change in the uses specified in this Agreement shall be allowed without modification of this Agreement pursuant to the requirements of the Boise City Code. In the event the Developer changes or expands the use permitted by this Agreement without formal modification of this Agreement as provided by the Boise City Code, the Developer shall be in default of this Agreement.
3. Construction of Use in Conditional Zone: Development and site work shall be constructed as indicated in EXHIBIT "B", and as conceptually illustrated in EXHIBIT "C" as it relates to the existing Armory building, and in accordance with Boise City Zoning and Subdivision Ordinances. Failure to construct the development consistent with this Agreement and the Boise City Zoning Ordinance or construction in variance with this Agreement, including the amendment of this Agreement, shall result in a default of this Agreement by the Developer.
4. Default: In the event the Developer, her/his heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fails to faithfully comply with all of the terms and conditions included in this Agreement, this Agreement may be modified or terminated by the Boise City Council upon compliance with the requirements of the Boise City Code.
 - a.) In the event the Boise City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default.

m.m.

- b.) In the event the Boise City Council, after compliance with the requirements of the Boise City Code, determines that this Agreement shall be terminated as a result of the default, the zoning of the property shall revert to R-2 and R-3. All uses of the Property which are not consistent with this zoning or otherwise approved by the City of Boise shall cease.
 - c.) A waiver by the City of any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches 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.
5. Consent to Rezone: Developer, Developer's heirs, successors, assigns and personal representatives, by entering into this Agreement, does hereby agree that in the event there shall be a default in the terms and conditions of this Agreement in connection with the Property, after compliance with the requirements of Boise City Code, that this Agreement shall serve as consent to a rezone of the Property to R-2 and R-3 zoning, as provided in Idaho Code §67-6511A.
6. Notices: Any and all notices required to be given by either of the parties hereto, shall be in writing and be deemed delivered upon personal service, if hand-delivered, or when mailed in the United States mail, certified, return receipt requested, addressed as follows:
- a.) To the City:

Director, Planning and Development Services Department
City of Boise City
PO Box 500
Boise, Idaho 83701-0500
 - With a copy to:

Boise City Attorney's Office
PO Box 500
Boise, Idaho 83701-0500
 - b). To the Developer:

J & M Land, LLC
c/o Mr. Steve Weeks, Registered Agent
1029 South Meadow Street
Moscow, Idaho 83843

J.M.

Either party shall give notice to the other party of any change of their address for the purpose of this section by giving written notice of such change to the other in the manner herein provided. Developer expressly agrees to notify any successors and assigns of the need to provide City with a current address. In the event any successor or assign fails to provide an address, City obligations of mailing shall be deemed accomplished by use of the address on file with the County Tax Assessor.

7. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.
8. Time Is Of The Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.
9. Binding Upon Successors: This Agreement shall be binding upon and inure to the benefit of the parties respective successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the owner of the property, each subsequent owner, and each other person acquiring an interest in the property. This Agreement shall run with the land.
10. Requirement for Recordation: The Developer shall record this document, including all the Exhibits, prior to the formal adoption of CAR12-00009 by the Boise City Council. Failure to comply with this section shall be deemed a default of this Agreement by the Developer. If for any reason after such recordation the Boise City Council fails to adopt CAR12-00009, City shall execute and record an appropriate instrument of release of this Agreement.
11. Effective Date: This Agreement shall not be effective until CAR12-00009 has been approved and published by the City.
12. Invalid Provisions: If any provision of this Agreement is held not valid, such provision shall be deemed to be excised there from and the invalidity thereof shall not affect any of the other provisions contained herein.

m-m.

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

Dated this 5th day of October, 2012.



CITY OF BOISE CITY

David H. Bieter
David H. Bieter, Mayor

ATTEST:

Debbie Broughton
Debbie Broughton, Ex-Officio City Clerk

DEVELOPER

Signature:

Printed Name:

Title:

Michael McLollum

Michael McLollum

Manager ITM Land

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Ada)

On this 4th day of October, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared **David Bieter** and **Debbie Broughton**, known or identified to me to be the Mayor and Ex-Officio City Clerk, respectively, of the City of Boise City, the municipal corporation, who executed the within and foregoing instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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



Tracy Hall
Notary Public for Idaho
Residing at: Boise, Idaho
My commission expires: 12/16/14

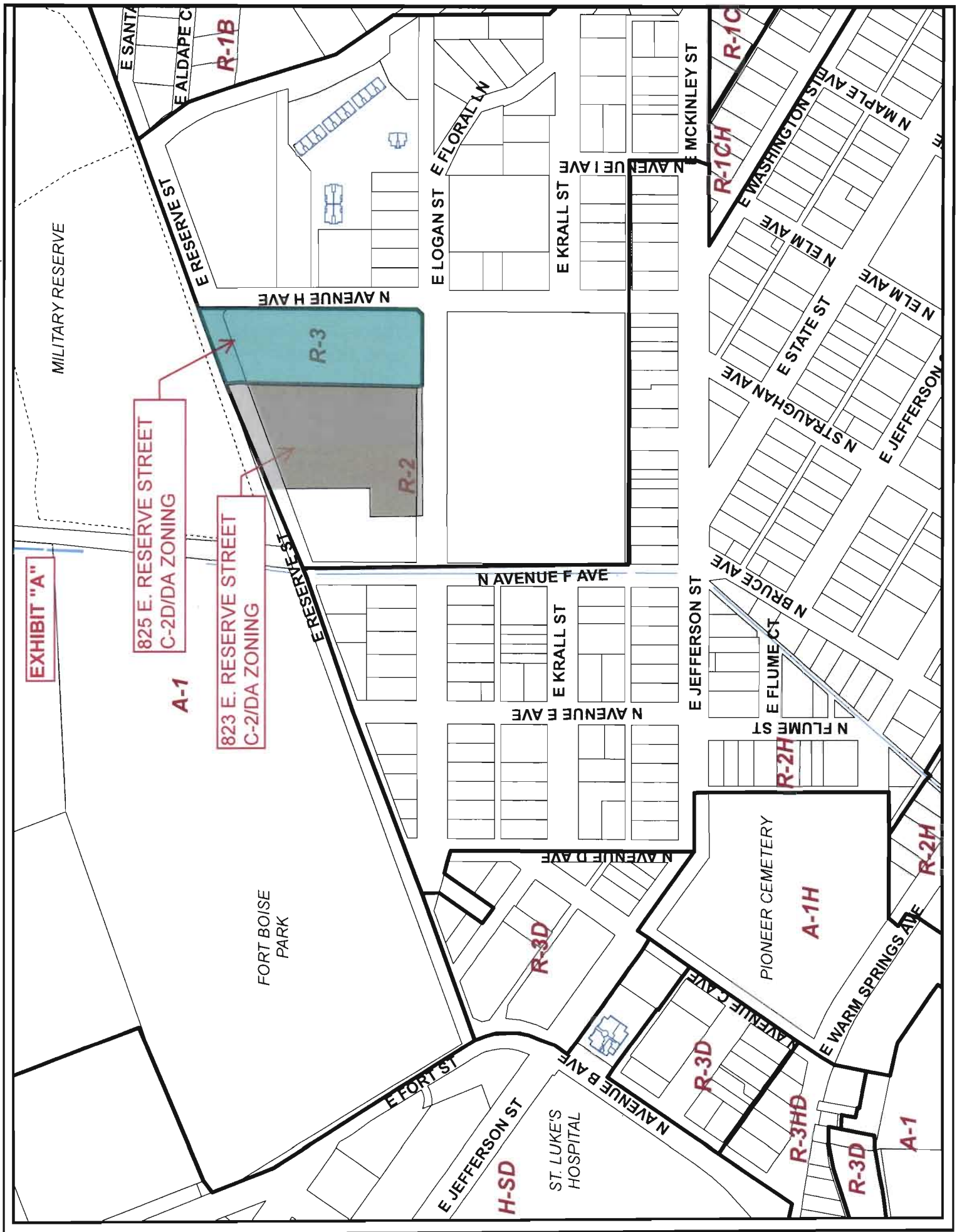
STATE OF ID)
) ss.
County of Ada)

On this 26th day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael McCollum, known or identified to me to be Manager who executed the foregoing said instrument, and acknowledged to me that he/she executed the same.



Justin Robey
Notary Public for Idaho
Residing at: Boise, ID
My Commission expires: 10/28/12

m.m.



m.m.

When recorded, please return to:

City of Boise
Legal Department
Attn: J. Patrick Riceci
Post Office Box 500
Boise, Idaho 83701

CAR 12-00009

**WARRANTY DEED
(ARMORY)**

FOR VALUE RECEIVED, the City of Boise City, an Idaho municipal corporation, the Grantor, does hereby grant, bargain sell and convey unto the City of Boise City, an Idaho municipal corporation, the Grantee, whose current address is 150 South Capitol Boulevard, Boise, Idaho 83702 the following described premises, in Ada County, Idaho, **TO WIT:**

See attached Exhibit A attached hereto and incorporated herein by reference

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that they are free from all encumbrances **EXCEPT FOR:** (i) all existing patent reservations, easements, right(s) of way, restrictive covenants, and other matters of record or shown on the recorded plat, if any; (ii) zoning ordinances, and applicable building codes, laws and regulations, and (iii) general taxes and assessments, for the current year, which are not yet due and payable, (collectively the "Permitted Exceptions"), and that Grantor will warrant and defend the same from all lawful claims whatsoever other than the "Permitted Exceptions".

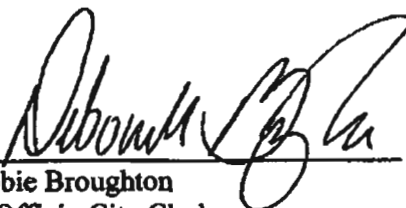
IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed this 8th day of December 2011.

**Grantor
City of Boise City**

ATTEST:



David H. Bieter
Mayor



Debbie Broughton
Ex-Officio City Clerk

RECEIVED

JUN 26 2012
DEVELOPMENT
SERVICES

WARRANTY DEED—ARMORY - 1

M.M.
9/26/12

CAR 12 00009

EXHIBIT A
LEGAL DESCRIPTION
FOR
ARMORY PARCEL
(PARCEL B)

RECEIVED

JUN 26 2012

DEVELOPMENT
SERVICES

A parcel of land lying in the John Krall's Third Addition to Boise Idaho, according to the plat thereof, filed in Book 2 of Plats at Page 91 and located within the Northwest Quarter of Section 11, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

Beginning at the Center Quarter Corner of Section 11, from which the North Quarter Corner of Section 11 bears North 0°19'51" East 2654.21 feet; Thence North 0°19'51" East 1275.01 feet along the easterly boundary of the Northwest Quarter of Section 11; thence South 89°48'00" West 46.75 feet (recorded as N 90°00'00" W 46.81 feet) to the northeast corner of Block 23 of said John Krall's Third Addition to Boise Idaho; thence along the northerly boundary of said Block 23 South 70°14'41" West 199.90 feet (recorded as S 70°14'02" W 199.86 feet) to the **TRUE POINT OF BEGINNING**;

Thence South 0°59'58" West 453.73 feet (recorded as S 1°00'00" W 453.77 feet) to the northerly right of way of East Logan Street;

Thence along said northerly right of way South 89°56'16" West 342.72 feet;

Thence North 1°07'46" West 120.45 feet;

Thence North 89°38'31" East 75.12 feet;

Thence North 0°17'49" West 232.91 feet to the southerly right of way of East Reserve Street;

Thence along said southerly right of way North 70°14'41" East 296.54 feet to the **TRUE POINT OF BEGINNING**.

TOGETHER WITH a strip of land situated within the right of way of East Logan Street lying in John Krall's Third Addition to Boise, Idaho, according to the plat thereof, filed in Book 2 of Plats at Page 91 and located within the Northwest Quarter of Section 11, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

Beginning at the Center Quarter Corner of Section 11, from which the North Quarter Corner of Section 11 bears North 0°19'51" East 2654.21 feet; Thence North 0°19'51" East 753.63 feet along the easterly boundary of the Northwest Quarter of Section 11 ; thence North 89°46'08" West 38.67 feet to a found 1/2 inch iron pin marking the westerly right of way of North Avenue "H" as described in Warranty Deed Instrument Number 9300518, Records of Ada County; thence North 88°21'13" West 5.05 feet to a found 5/8 inch iron pin marking the southeast corner of Block 24 of John Krall's Third Addition to Boise, Idaho; thence along the southerly boundary of said Block 24 South 89°54'25" West 195.95 feet to a found 5/8 inch iron pin marking the **TRUE POINT OF BEGINNING**;

Thence along said southerly boundary of Block 24 South 89°56'16" West 342.72 feet to a found 5/8 inch iron pin;

Thence leaving said southerly boundary South 1°07'46" East 15.11 feet;

Thence North 89°54'55" East 342.16 feet to a found 1/2 inch iron pin;

m.m.
9/26/12

Thence North 0°59'58" East 14.98 feet to the **TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM A parcel of land for public right of way lying in the John Krall's Third Addition to Boise Idaho, according to the plat thereof, filed in Book 2 of Plats at Page 91 and located within the Northwest Quarter of Section 11, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

Beginning at the Center Quarter Corner of Section 11, from which the North Quarter Corner of Section 11 bears North 0°19'51" East 2654.21 feet; Thence North 0°19'51" East 1275.01 feet along the easterly boundary of the Northwest Quarter of Section 11; thence South 89°48'00 West 46.75 feet (recorded as N 90°00'00" W 46.81 feet) to the northeast corner of Block 23 of said John Krall's Third Addition to Boise Idaho; thence along the northerly boundary of said Block 23 and the southerly right of way of East Reserve Street South 70°14'41" West 199.90 feet (recorded as S 70°14'02" W 199.86 feet) to the **TRUE POINT OF BEGINNING**;

Thence continuing along said southerly right of way South 70°14'41" West 296.54 feet;

Thence South 0°17'49" East 14.31 feet;

Thence North 70°08'44" East 296.40 feet;

Thence North 0°59'58" East 13.88 feet (recorded as N 1°00'00" E) to the **TRUE POINT OF BEGINNING**.

Parcel contains 2.77 Acres more or less.

SUBJECT TO a 10.00 feet in width access easement along the northerly 232.91 feet of the westerly boundary and other easements of record or in use.

RECEIVED

JUN 26 2012

DEVT

M.M.
9/26/12

When recorded, please return to:

City of Boise
Legal Department
Attn: J. Patrick Riceci
Post Office Box 500
Boise, Idaho 83701

**WARRANTY DEED
(ARMORY PARKING LOT)**

FOR VALUE RECEIVED, the City of Boise City, an Idaho municipal corporation, the Grantor, does hereby grant, bargain sell and convey unto the City of Boise City, an Idaho municipal corporation, the Grantee, whose current address is 150 South Capitol Boulevard, Boise, Idaho 83702 the following described premises, in Ada County, Idaho, **TO WIT:**

See attached Exhibit A attached hereto and incorporated herein by reference

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that they are free from all encumbrances **EXCEPT FOR:** (i) all existing patent reservations, easements, right(s) of way, restrictive covenants, and other matters of record or shown on the recorded plat, if any; (ii) zoning ordinances, and applicable building codes, laws and regulations, and (iii) general taxes and assessments, for the current year, which are not yet due and payable, (collectively the "Permitted Exceptions"), and that Grantor will warrant and defend the same from all lawful claims whatsoever other than the "Permitted Exceptions".


IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed this 8th day of December 2011.

**Grantor
City of Boise City**

ATTEST:



David H. Bieter
Mayor



Debbie Broughton
Ex-Officio City Clerk

RECEIVED

JUN 26 2012

DEVELOPMENT
SERVICES

WARRANTY DEED—ARMORY PARKING LOT - 1

J.M. 9/26/12

CAR 1200009

STATE OF IDAHO)
) ss.
County of Ada)

On this 8th day of December 2011 before me, a Notary Public in and for said state, personally appeared David H. Bieter and Debbie Broughton, known to me to be the Mayor and Ex-Officio City Clerk of Boise City, Idaho, who executed the within instrument, and acknowledged to me that Boise City executed the same.

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



Tracy Hall
Notary Public for Idaho
Residing at Boise, ID
My Commission Expires: 12/16/14

RECEIVED

JUN 26 2012

DEVELOPMENT
SERVICES

WARRANTY DEED—ARMORY PARKING LOT - 2

m.m.
9/26/12

CAR 1200009

EXHIBIT A
ARMORY PARKING LOT LEGAL DESCRIPTION

A parcel of land lying in the John Krall's Third Addition to Boise Idaho, according to the plat thereof, filed in Book 2 of Plats at Page 91 and located within the Northwest Quarter of Section 11, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

Beginning at the Center Quarter Corner of Section 11, from which the North Quarter Corner of Section 11 bears North $0^{\circ}19'51''$ East 2654.21 feet; Thence North $0^{\circ}19'51''$ East 1275.01 feet along the easterly boundary of the Northwest Quarter of Section 11; thence South $89^{\circ}48'00''$ West 46.75 feet (recorded as N $90^{\circ}00'00''$ W 46.81 feet) to the northeast corner of Block 23 of said John Krall's Third Addition to Boise Idaho; thence South $0^{\circ}17'18''$ West 26.86 feet to the TRUE POINT OF BEGINNING, being a point on a non-tangent curve;

Thence along the westerly right of way of North Avenue "H" southeasterly 14.69 feet along the arc of a curve right, said curve having a radius of 20.00 feet and a chord bearing South $21^{\circ}10'21''$ East 14.36 feet;

Thence continuing along said westerly right of way South $0^{\circ}00'20''$ West 480.79 feet to the beginning of a curve;

Thence continuing along said westerly right of way southwesterly 23.43 feet along the arc of a curve right, said curve having a radius of 15.00 feet and a chord bearing South $45^{\circ}06'19''$ West 21.12 feet to a point on the northerly right of way of East Logan Street;

Thence along said northerly right of way South $89^{\circ}55'08''$ West 186.31 feet;

Thence leaving said northerly right of way North $0^{\circ}59'58''$ East 454.85 feet to a point on the southerly right of way of East Reserve Street;

Thence along said southerly right of way North $69^{\circ}52'57''$ East 177.37 feet to a point on a non-tangent curve;

Thence southeasterly 24.04 feet along the arc of a curve right, said curve having a radius of 20.00 feet and a chord bearing South $73^{\circ}30'23''$ East 22.62 feet to the TRUE POINT OF BEGINNING.

Parcel contains 2.21 Acres more or less and is subject to easements of record or in use.

RECEIVED

JUN 25 2012

DEVELOPMENT
SERVICES

WARRANTY DEED—ARMORY PARKING LOT - 3

m.m. 7/26/12

CAIR 1200009

EXHIBIT 'B'

1. **The property may be developed with the mix of uses allowed in the C-2 zone, as delineated in Boise City Code Section 11-04-06.09 (Use Standards for Commercial Zones). Additionally, the following uses are prohibited:**

- a. Automobile Sales Lot
- b. Service Station
- c. Repair Shop – Major
- d. Car Wash
- e. Bikini Bar
- f. Bus Station
- g. Convenience Store with Gasoline Service
- h. Firing Ranges
- i. Golf Course
- j. Driving Range
- k. Laundry, Self Service
- l. Mausoleum
- m. Mortuary
- n. Parking Lot – Commercial – Offsite Accessory
- o. Recreational Vehicle Park
- p. Outdoor storage, excluding flammable, corrosive or hazardous substances
- q. Tobacco Business Retail (within 300' of residential use or district)

2. **In addition to the use restrictions listed above, the following design standards apply to the parcel located at the corner of E. Reserve Street and Avenue H:**

- a. New buildings shall be located along Reserve and Avenue H, and include entrances oriented to the streets.
- b. Parking shall be located behind or to the side of buildings, not dominating the street frontages.

m.m.
9/26/12



d+h+e
 architecture
 address - 604 north 18th,
 boise, idaho 83702
 phone - 208-395-1080

RESERVE STREET ARMORY
 823 821 Reserve Street
 Boise Idaho 83702

J & M Land Company
 address - 2450 Wilson Court Palo
 Alto, CA 94303
 phone - 208-871-0842

M.M.



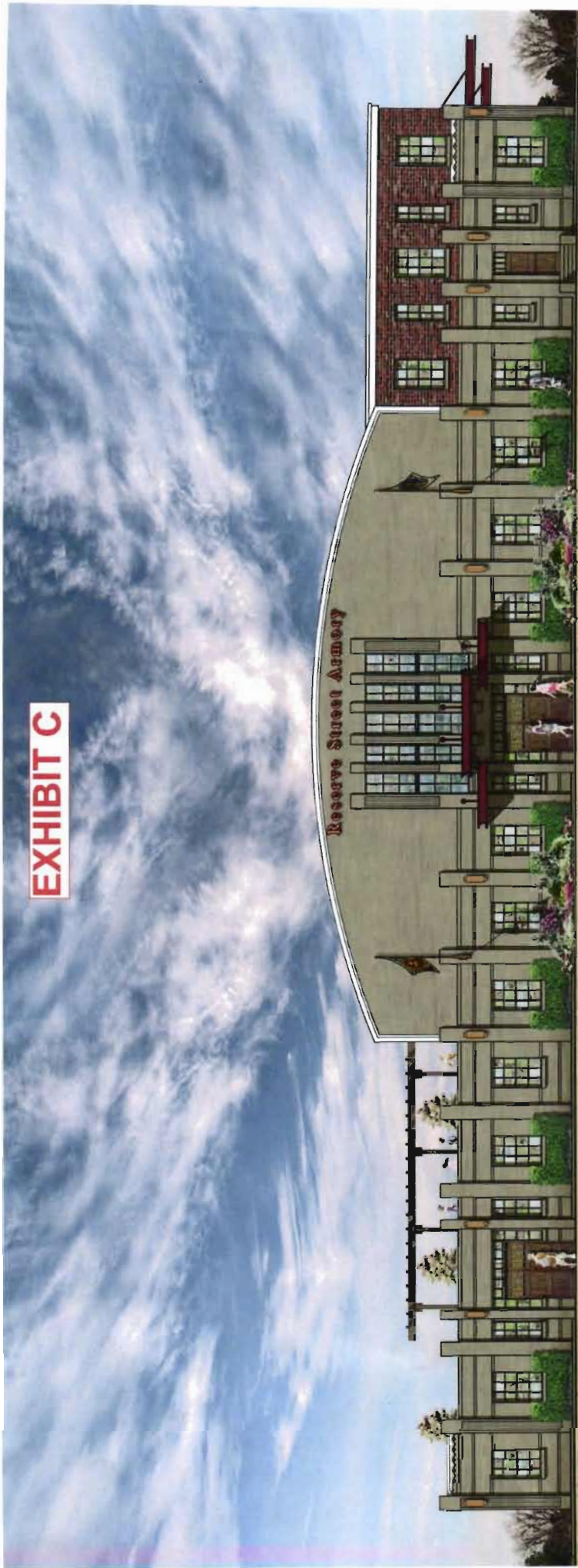
d+h e
architecture
address. 604 north 16th.
boise, idaho 83702
phone. 208-396-1080

RESERVE STREET ARMORY
423 ~~604~~ Reserve Street
Boise Idaho 83702

J & M Land Company
address. 2460 Watson Court Palo
Alto, Ca 94303
phone. 208-871-0642

M.M.

EXHIBIT C



dhe
architecture
address: 804 north 16th
boise, idaho 83702
phone: 208-356-1888

RESERVE STREET ARMORY
823
address: 804 Reserve Street
Boise Idaho 83702

J & M Land Company
address: 2450 Watson Court Palo
Alto, CA 94303
phone: 208-871-0842

M.M.