

**A. GENERAL INFORMATION**

Subdivision Name NEW YORK LANDING SUBDIVISION  
 Total Acres 136.27  
 Intended Land Uses Circle (residential, single-family, multi-family, commercial, industrial)  
 Property Address(es) 0 ALMA LANE  
 Legal Description SEE ATTACHED LEGAL  
 Canyon County Parcel Account Number(s) R2953001400;R2953001300;R2951201200;R2953001100  
 Existing Zoning. (Circle one) RA RS RSM RD RML RMH RP BN CB BC BF IP IL IH AG 29520110  
 (County Zoning) \_\_\_\_\_

**B. OWNER/ APPLICANT INFORMATION****Owner of Record**

|           |                                      |
|-----------|--------------------------------------|
| Name      | COREY BARTON                         |
| Address   | 1977 E OVERLAND ROAD                 |
| City      | MERIDIAN                             |
| State     | IDAHO                                |
| Telephone | 208-895-8858 (TRILOGY IDAHO OFFICE ) |
| Email     | SHAWN@TRILOGYIDAHO.COM               |
| Fax       |                                      |

**Applicant**

|           |                           |
|-----------|---------------------------|
| Name      | TRILOGY IDAHO             |
| Address   | 9839 CABLE CAR ST STE 101 |
| City      | BOISE                     |
| State     | ID                        |
| Telephone | 208-895-8858              |
| Email     | SHAWN@TRILOGYIDAHO.COM    |
| Fax       |                           |

**Engineer/Surveyor/Planner**

|           |                         |
|-----------|-------------------------|
| Name      | PLANNER (KENT BROWN)    |
| Address   | 3161 E SPRINGWOOD DRIVE |
| City      | MERIDIAN                |
| State     | IDAHO                   |
| Telephone | 208-871-6842            |
| Email     | KENTLKB@GMAIL.COM       |
| Fax       |                         |

**C. SUBDIVISION INFORMATION**

| <i>Lot Types</i>                     | <i>Number of Lots</i> | <i>Acres</i>  |
|--------------------------------------|-----------------------|---------------|
| Residential                          | 409                   | 82.32         |
| Dwelling units per acre (gross /net) | 3                     |               |
| Commercial                           | 0                     |               |
| Industrial                           | 0                     |               |
| Common (Landscape, Utility, Other)   | 31                    | 21.6          |
| Open Space                           |                       |               |
| <b>Total</b>                         | <b>440</b>            | <b>136.27</b> |

**DEADLINES FOR SUBMITTALS**

The completed application and plat documents must be submitted to the Planning Department not later than \_\_\_\_\_. The Planning Commission meets on \_\_\_\_\_; applications are due approximately \_\_\_\_\_ weeks prior to that date.

All supplemental information to be added to the application file must be received by the Planning Department no later than 15 days prior to the public hearing date.

**\*\*\*Please do not submit a subdivision application until all items are completed. Incomplete applications will not be accepted or reviewed.\*\*\***

**I understand:**

1. This application is subject to acceptance by the City of Nampa upon determination that the application is complete.
2. The hearing date is tentative and subject to change with notice.
3. This application is subject to a public hearing before the Nampa Planning and Zoning Commission.
4. The application fee is non-refundable.

**All information, statements, attachments, and exhibits included with this application submittal are true to the best of my knowledge.**

Signature  Date 11-28-18

**For City Office Use Only**

FEE \$: 3975.<sup>20</sup> CASH: \$4.<sup>00</sup> CHECK: 7127 RECEIPT NO.: 20759  
 DATE RECEIVED: 11/28/18 RECEIVED BY: SM HEARING DATE: \_\_\_\_\_

KENT BROWN  
PLANNING SERVICES

November 27, 2018

Nampa City Planning & Zoning Department  
411 Third Street SO  
Nampa ID 83651

**RE: New York Landing Preliminary**

Gentlemen:

In behalf of Corey Barton, I respectfully request, the City of Nampa's approval of a preliminary plat for the New York Landing Subdivision. New York Landing Subdivision is a single family residential neighborhood with an overall density of 3 dwellings per acre. The subdivision is in a RS 8.5 zone, with 409 single family lots and 31 common lots. These common lots encompass 21.6 acres or 15.9% of the subdivision. This subdivision is located between Southside Blvd and Happy Valley Road and on the north side of Alma Lane and on the south side of the New York Canal.

Summary

New York Landing Subdivision is single family residential subdivision in a RS 8.5 zone and has 409 residential lots and 31 common lots.

This preliminary plat is a good fit for this area of Nampa and will be a good quality single-family neighborhood. The centralized park will be enjoyed by all the residents. The park is accessible through sidewalks and micro pathways. Water and sewer services are extendable and will be provided to all New York Landing residents.

Please contact me if you have any questions regarding this application.

Sincerely,



Kent Brown  
Planner













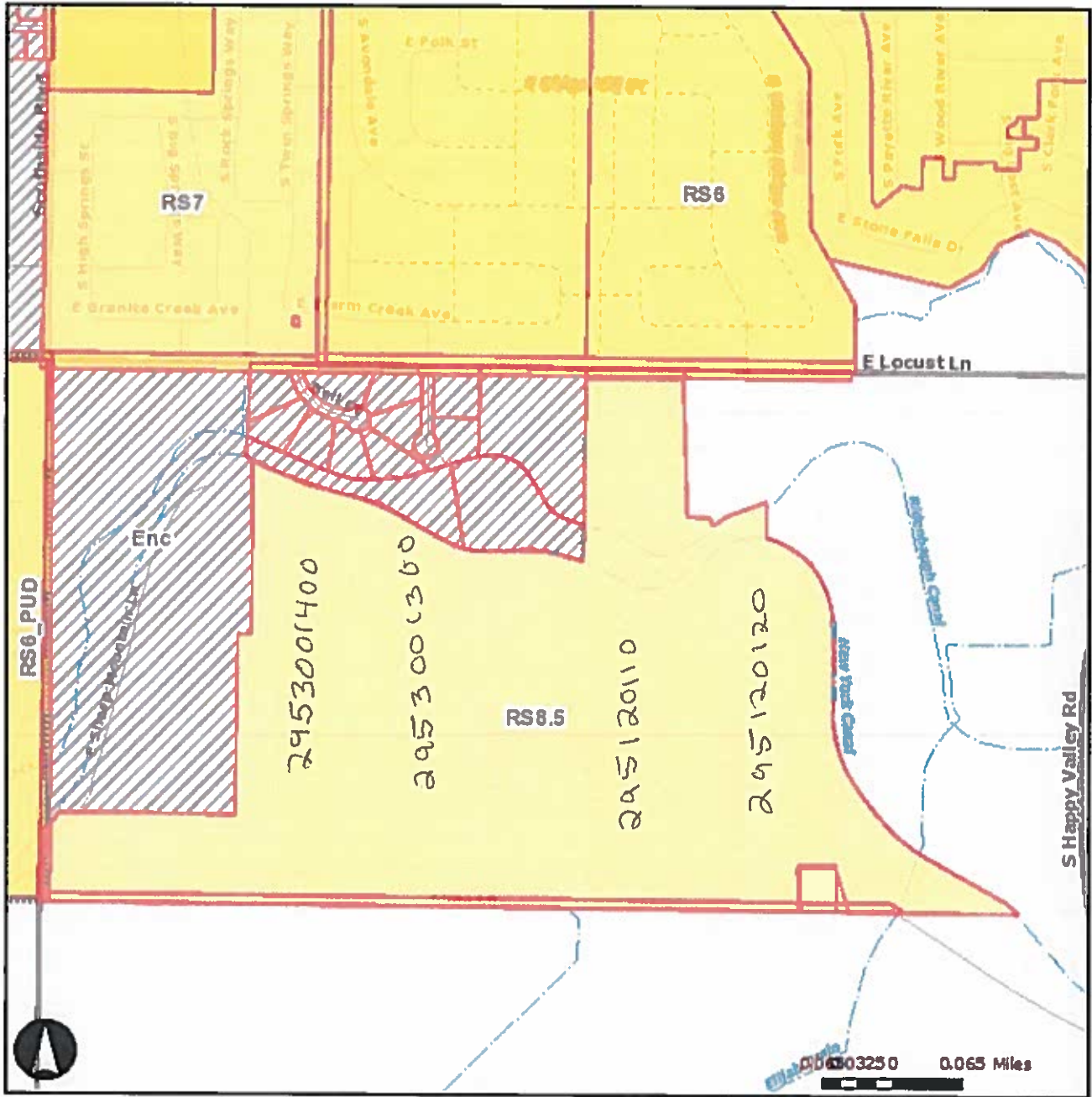






Nampa School Dist.  
Nampa Hwy Dist.  
Nampa Meridian Trng.

# Map



All P&Z

- Zoning
- AG
- BC
- BC\_PUD
- BF
- BN
- BN\_PUD
- DB
- DH

Zoning (continued)

- RML
- RML\_PUD
- RP
- RP\_PUD
- RS6
- RS6\_PUD
- RS7
- RS7\_PUD
- RS8.5
- RS8.5\_PUD

Centerline (continued)

- Local Road
- Private
- Trail
- Railroad
- Lake
- Lake Ext
- Refuge
- Island



# City of Nampa

PLANNING and ZONING DEPARTMENT  
CITY HALL 411 THIRD STREET SO.

OFFICE (208) 468-5484  
NAMPA, IDAHO 83651 FAX (208) 465-2261

## AFFIDAVIT OF LEGAL INTEREST

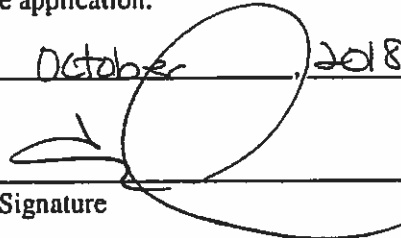
STATE OF IDAHO )  
 ) :SS  
COUNTY OF CANYON )

A. I, Corey Barton, whose address is 1977 E. Overland Rd Meridian, ID 83642, being first duly sworn upon oath, depose and say that I am the owner of record of the property described on the attached application.

B. I grant my permission to Kent Brown, whose address is 3161 E. Springwood Dr. Meridian, ID, to submit the accompanying application pertaining to the property described on the attached application.

C. I agree to indemnify, defend and hold the City of Nampa and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

Dated this 23<sup>rd</sup> day of October, 2018.

  
\_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN to before me the 23<sup>rd</sup> day of October, 2018.



Adair Koltes  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Nampa, ID  
Commission Expires: 6-05-22



INSTRUMENT

2011003493

2010060433

RECORDED  
2010 Dec 30 PM 2 10  
WILLIAM H. HURST  
CANYON CNTY RECORDER

Being re-recorded to correct legal description

BY J. Crane  
Requestor TitleOne Meridian  
Type DEED  
Fee \$13.00  
ELECTRONICALLY RECORDED BY SIMPLIFILE

Warranty Deed

For value received,

DYVER DEVELOPMENT, LLC, an Idaho Limited Liability Company

the grantor, does hereby grant, bargain, sell, and convey unto

COREY BARTON, a married man as his sole and separate property

whose current address is P.O. Box 369 Meridian, ID 83680,

the grantee, the following described premises, in Canyon County, Idaho, to wit:

See Attached Exhibit "A"

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: December 28, 2010

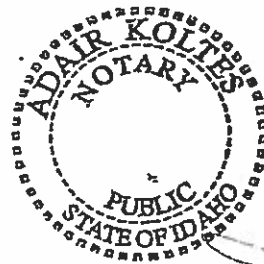
Dyver Development, LLC

By: [Signature]  
Corey Barton, Member

State of Idaho, County of Ada, ss.

On this 28<sup>th</sup> day of December, in the year of 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Barton known or identified to me to be the manager or member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

Adair Koltes  
Notary Public  
Residing at: Nampa, ID  
My Commission Expires: 6-05-16



TITLEONE

REQUEST: \_\_\_\_\_  
TYPE: Deed FEE: 22.00

CHRIS VANDERKAM  
CANYON COUNTY RECORDER  
BY [Signature]

2011 JAN 25 PM 4 46

RECORDED

2011003493

SUB

Warranty Deed

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Dyver Development, LLC

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Adair Koltes  
Notary Public

Residing at: Nampa, ID  
My Commission Expires: 6-05-16



us

LB

EXHIBIT A

A parcel located in the Northwest Quarter of Section 12, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

BEGINNING at a brass cap monument marking the Southwest corner of said Northwest Quarter from which a 5/8 inch diameter iron pin marking the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 12 (N 1/16 Corner) bears North 0° 52' 39" East a distance of 1,324.17 feet; thence

North 0° 52' 39" East along the Westerly boundary of said Southwest Quarter of the Northwest Quarter a distance of 326.25 feet to a point on the centerline of the New York Canal; thence

North 41° 27' 28" East along said New York Canal centerline a distance of 149.13 feet to a point; thence leaving said New York Canal centerline

South 89° 24' 00" East a distance of 860.25 feet to a 5/8 inch diameter iron pin; thence

North 0° 47' 56" East a distance of 881.50 feet to a 5/8 inch diameter iron pin; thence

South 89° 26' 50" East a distance of 67.79 feet to a 5/8 inch diameter iron pin; thence

North 0° 38' 20" East a distance of 847.58 feet to a point on the centerline of the New York Canal; thence along said New York Canal centerline the following, described courses;

South 66° 50' 30" East a distance of 285.59 feet to a point; thence

South 75° 26' 38" East a distance of 279.22 feet to a point; thence a distance of 150.43 feet along the arc of a 600.00 foot radius curve right, said curve having a central angle of 14° 21' 54" and a long chord bearing South 68° 15' 41" East a distance of 150.04 feet to a point; thence

South 61° 04' 44" East a distance of 151.81 feet to a point; thence leaving said New York Canal centerline

South 0° 46' 59" West a distance of 1,861.88 feet to a point on the Southerly boundary of said Northwest Quarter; thence

North 89° 30' 08" West along said Southerly boundary a distance of 1,833.16 feet to the POINT OF BEGINNING.

Excepting therefrom that portion deeded to City of Nampa in Deed recorded March 5, 2008 as Instrument No. 2008012085, described on Exhibit "B".

47

513



EXHIBIT "B"

**LEGAL DESCRIPTION FOR DEDICATION  
OF ADDITIONAL RIGHT-OF-WAY  
FOR NEW YORK LANDING**

A parcel of land located in Section 12, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

**PARCEL 1**

**COMMENCING** at the Southwest corner of the North  $\frac{1}{2}$  of said Section 12, thence South  $89^{\circ} 30' 08''$  East along the southerly boundary of the North  $\frac{1}{2}$  of said Section 12, a distance of 25.00 feet to a point on the existing easterly right-of-way of Southside Boulevard, said point being the **POINT OF BEGINNING**;

Thence North  $00^{\circ} 52' 39''$  East along said existing easterly right-of-way of Southside boulevard, a distance of 355.28 feet to a point on the centerline of the New York Canal;

Thence North  $41^{\circ} 27' 28''$  East along said New York Canal centerline, a distance of 38.43 feet to a point;

Thence South  $00^{\circ} 52' 39''$  West along a line that is parallel to and 50.00 feet east of the westerly boundary of the North  $\frac{1}{2}$  of said Section 12, a distance of 344.30 feet to a point;

Thence South  $89^{\circ} 30' 08''$  East along a line that is parallel to and 40.00 feet north of the southerly boundary of the North  $\frac{1}{2}$  of said Section 12, a distance of 2601.71 feet to a point;

Thence South  $89^{\circ} 27' 04''$  East along a line that is parallel to and 40.00 feet north of the southerly boundary of the North  $\frac{1}{2}$  of said Section 12, a distance of 1540.54 feet to a point;

Thence South  $57^{\circ} 08' 06''$  East, a distance of 28.06 feet to a point on the existing northerly prescribed right-of-way of Alma Lane;

Thence continuing South  $57^{\circ} 08' 06''$  East, a distance of 46.76 feet to a point on the southerly boundary of the North  $\frac{1}{2}$  of said Section 12;

Thence North  $89^{\circ} 27' 04''$  West along the southerly boundary of the North  $\frac{1}{2}$  of said Section 12, a distance of 1603.74 feet to a point;

Thence North  $89^{\circ} 30' 08''$  West along the southerly boundary of the North  $\frac{1}{2}$  of said Section 12, a distance of 2626.98 feet to the **POINT OF BEGINNING**.

Containing 4.04 acres more or less.

**PARCEL 2**

**COMMENCING** at the Northwest corner of the Northeast Quarter of said Section 12, thence South 00° 46' 59" West along the westerly boundary of the Northeast Quarter of said Section 12, a distance of 40.00 feet to a point on the existing southerly right-of-way of East Locust Lane, said point being the **POINT OF BEGINNING**;

Thence South 89° 23' 45" East along said existing southerly right-of-way of East Locust Lane, a distance of 480.26 feet to a point;

Thence South 01° 47' 14" East, a distance of 10.01 feet to a point;

Thence North 89° 23' 45" West along a line that is parallel to and 50.00 south of the northerly boundary of the Northeast Quarter of said Section 12, a distance of 480.70 feet to a point on the westerly boundary of the Northeast Quarter of said Section 12;

Thence North 00° 46' 59" East along the westerly boundary of the Northeast Quarter of said Section 12, a distance of 10.00 feet to the **POINT OF BEGINNING**.

Containing 0.11 acres more or less.

Subject to any rights-of-way or easements of record or implied

INSTRUMENT NO. 2011003495

2010060484

RECORDED  
2010 Dec 30 PM 2 16  
WILLIAM H. HURST  
CANYON CNTY RECORDER

\*\*Being re-recorded to correct legal description

BY J. Crane  
Requestor TitleOne Meridian  
Type DEED  
Fee \$13.00  
ELECTRONICALLY RECORDED BY SIMPLIFILE

Warranty Deed

For value received,

DYVER DEVELOPMENT, LLC, an Idaho Limited Liability Company

the grantor, does hereby grant, bargain, sell, and convey unto

COREY BARTON, a married man as his sole and separate property

whose current address is P.O. Box 369 Meridian, ID 83680,

the grantee, the following described premises, in Canyon County, Idaho, to wit:

See Attached Exhibit "A"

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: December 28, 2010

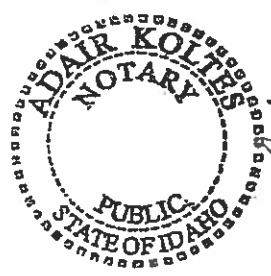
Dyver Development, LLC

By: [Signature]  
Corey Barton, Member

State of Idaho, County of Ada, ss.

On this 28<sup>th</sup> day of December, in the year of 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Barton known or identified to me to be the manager or member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

[Signature]  
Notary Public  
Residing at, Nampa, ID  
My Commission Expires: 6-05-16



TITLEONE

REQUEST  
TYPE DLA FEE 22.00

[Signature]  
CANYON COUNTY RECORDER

2011 JUN 25 PM 4 46

RECORDED

2011003495

2B  
63



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Dated: December 28, 2010

Dyver Development, LLC

By: \_\_\_\_\_

Corey Barton, Member

State of Idaho, County of Ada, ss.

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Adair Koltjes

Notary Public

Residing at: Nampa, ID

My Commission Expires: 6-05-16



63

PC 66520

Exhibit "A"

A parcel located in the Northeast Quarter of Section 12, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

BEGINNING at an aluminum cap monument marking the Southwest corner of said Northeast Quarter, from which a 5/8 inch diameter iron pin marking the Northwest corner of said Northeast Quarter bears

North 0° 46' 59" East a distance of 2,643.24 feet; thence

North 0° 46' 59" East along the Westerly boundary of said Northeast Quarter a distance of 1,696.77 feet to a point on the centerline of the New York Canal; thence along said New York Canal centerline the following described courses; thence a distance of 84.11 feet along the arc of a 794.35 foot radius curve right, said curve having a central angle of 6° 04' 00" and a long chord bearing South 65° 46' 26" East a distance of 84.07 feet to a point; thence

South 62° 44' 27" East a distance of 104.51 feet to a point; thence a distance of 328.95 feet along the arc of a 300.00 foot radius curve left, said curve having a central angle of 62° 49' 30" and a long chord bearing North 85° 50' 49" East a distance of 312.72 feet to a point; thence

North 54° 26' 04" East a distance of 223.81 feet to a point; thence leaving said New York Canal centerline

South 0° 46' 59" West a distance of 1,773.59 feet to a 5/8 inch diameter iron pin on the Southerly boundary of said Northeast Quarter; thence

North 89° 27' 04" West along said Southerly boundary a distance of 662.50 feet to the POINT OF BEGINNING.

SUBJECT TO a right-of-way along the New York Canal.

Excepting therefrom that portion deeded to City of Nampa in Deed recorded March 5, 2008 as Instrument No. 2008012085, described in Exhibit "B"

113

EXHIBIT "B"

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OF ADDITIONAL RIGHT-OF-WAY  
FOR NEW YORK LANDING**

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Thence North 00° 52' 39" East along said existing easterly right-of-way of Southside boulevard, a distance of 355.28 feet to a point on the centerline of the New York Canal;

Thence North 41° 27' 28" East along said New York Canal centerline, a distance of 38.43 feet to a point;

Thence South 00° 52' 39" West along a line that is parallel to and 50.00 feet east of the westerly boundary of the North ½ of said Section 12, a distance of 344.30 feet to a point;

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Containing 4.04 acres more or less.

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Subject to any rights-of-way or easements of record or implied



\*\*being re-recorded to correct legal description  
\*\*being re-re-recorded to add Exhibit "B"

Warranty Deed

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*Canyon County*

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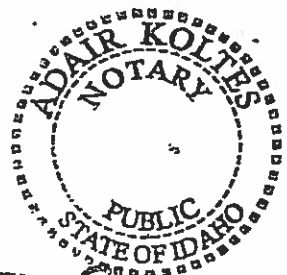
Dyver Development, LLC

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Notary Public  
Residing at: Nampa, ID  
My Commission Expires: 6-05-16



TITLEONE

REQUEST  
TYPE Deed FEE 11.00

TITLEONE  
CANYON COUNTY RECORDER  
[Signature]

2011 FEB 16 PM 4 31

RECORDED

2011006895

TITLEONE  
CANYON COUNTY RECORDER  
[Signature]

2011 JAN 25 PM 4 46

RECORDED

2011006895

2B  
4

56A

ELECTRONICALLY RECORDED  
STAMPED FIRST PAGE NOW  
INCORPORATED AS PART OF  
THE ORIGINAL DOCUMENT.

Warranty Deed

For value received,

**DYVER DEVELOPMENT, LLC, an Idaho Limited Liability Company**

the grantor, does hereby grant, bargain, sell, and convey unto

**COREY BARTON, a married man as his sole and separate property**

whose current address is P.O. Box 369 Meridian, ID 83680,

the grantee, the following described premises, in ~~Ada County~~, Idaho, to wit:  
*Canyon County*

See Attached Exhibit "A"

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: December 28, 2010

Dyver Development, LLC

By: \_\_\_\_\_  
Corey Barton, Member

State of Idaho, County of Ada, ss.

On this 28<sup>th</sup> day of December, in the year of 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Barton known or identified to me to be the manager or member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

Adair Koltjes  
Notary Public  
Residing at: Nampa, ID  
My Commission Expires: 6-05-16



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Exhibit "A"

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Legal Description  
MURRAY FIRST CLOSING

A parcel located in the NW ¼ of Section 12, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

BEGINNING at an aluminum cap monument marking the southeast corner of said NW ¼, from which a brass cap monument marking the southwest corner of said NW ¼ bears N 89°30'08" W a distance of 2651.98 feet;

Thence N 89°30'08" W along the southerly boundary of said NW ¼ a distance of 818.82 feet to a point;

Thence leaving said southerly boundary N 0°46'59" E a distance of 1861.88 feet to a point on the centerline of the New York Canal;

Thence along said New York Canal centerline the following described courses;

Thence S 61°04'44" E a distance of 167.12 feet to a point;

Thence a distance of 218.97 feet along the arc of a 400.00 foot radius curve left, said curve having a central angle of 31°21'57" and a long chord bearing S 76°45'43" E a distance of 216.25 feet to a point;

Thence N 87°38'19" E a distance of 147.59 feet to a point;

Thence a distance of 327.71 feet along the arc of a 794.35 foot radius curve right, said curve having a central angle of 29°38'15" and a long chord bearing S 80°37'34" E a distance of 325.89 feet to a point on the easterly boundary of said NW ¼;

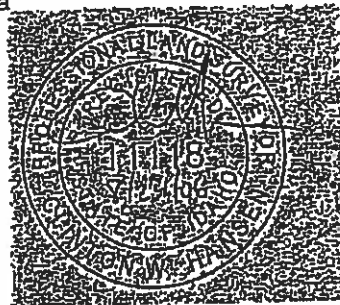
Thence leaving said New York Canal centerline S 0°46'59" W along said easterly boundary a distance of 1896.77 feet to the POINT OF BEGINNING.

This parcel contains 33.00 total acres, with 1.21 acres being dedicated as right-of-way along the New York Canal, for a net area of 31.79 acres, and is subject to any easements existing or in use.

Excepting that portion deed to City of Nampa

Clinton W. Hansen, PLS  
Land Solutions, PC  
August 24, 2006

dm Deed recorded March 5, 2008 as  
Instrument No. 2008012085, described on  
Exhibit "B"



Monarch Point  
Murray First Closing  
Job # 05-63

WM

213

EXHIBIT "B"

**LEGAL DESCRIPTION FOR DEDICATION  
OF ADDITIONAL RIGHT-OF-WAY  
FOR NEW YORK LANDING**

A parcel of land located in Section 12, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

**PARCEL 1**

**COMMENCING** at the Southwest corner of the North ½ of said Section 12, thence South 89° 30' 08" East along the southerly boundary of the North ½ of said Section 12, a distance of 25.00 feet to a point on the existing easterly right-of-way of Southside Boulevard, said point being the **POINT OF BEGINNING**;

Thence North 00° 52' 39" East along said existing easterly right-of-way of Southside boulevard, a distance of 355.28 feet to a point on the centerline of the New York Canal;

Thence North 41° 27' 28" East along said New York Canal centerline, a distance of 38.43 feet to a point;

Thence South 00° 52' 39" West along a line that is parallel to and 50.00 feet east of the westerly boundary of the North ½ of said Section 12, a distance of 344.30 feet to a point;

Thence South 89° 30' 08" East along a line that is parallel to and 40.00 feet north of the southerly boundary of the North ½ of said Section 12, a distance of 2601.71 feet to a point;

Thence South 89° 27' 04" East along a line that is parallel to and 40.00 feet north of the southerly boundary of the North ½ of said Section 12, a distance of 1540.54 feet to a point;

Thence South 57° 08' 06" East, a distance of 28.06 feet to a point on the existing northerly prescribed right-of-way of Alma Lane;

Thence continuing South 57° 08' 06" East, a distance of 46.76 feet to a point on the southerly boundary of the North ½ of said Section 12;

Thence North 89° 27' 04" West along the southerly boundary of the North ½ of said Section 12, a distance of 1603.74 feet to a point;

Thence North 89° 30' 08" West along the southerly boundary of the North ½ of said Section 12, a distance of 2626.98 feet to the **POINT OF BEGINNING**.

Containing 4.04 acres more or less.



**PARCEL 2**

**COMMENCING** at the Northwest corner of the Northeast Quarter of said Section 12, thence South 00° 46' 59" West along the westerly boundary of the Northeast Quarter of said Section 12, a distance of 40.00 feet to a point on the existing southerly right-of-way of East Locust Lane, said point being the **POINT OF BEGINNING**;

Thence South 89° 23' 45" East along said existing southerly right-of-way of East Locust Lane, a distance of 480.26 feet to a point;

Thence South 01° 47' 14" East, a distance of 10.01 feet to a point;

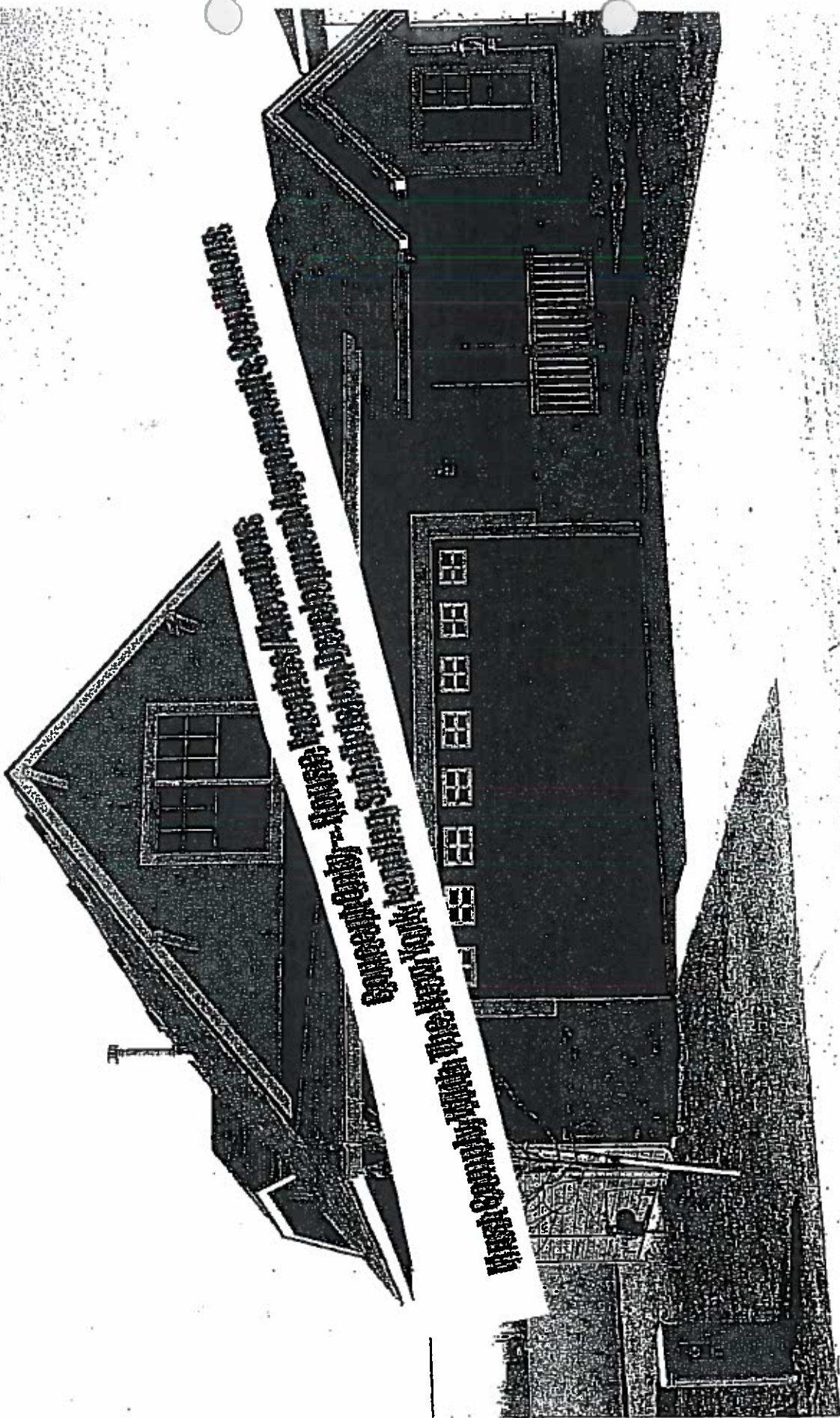
Thence North 89° 23' 45" West along a line that is parallel to and 50.00 south of the northerly boundary of the Northeast Quarter of said Section 12, a distance of 480.70 feet to a point on the westerly boundary of the Northeast Quarter of said Section 12;

Thence North 00° 46' 59" East along the westerly boundary of the Northeast Quarter of said Section 12, a distance of 10.00 feet to the **POINT OF BEGINNING**.

Containing 0.11 acres more or less.

Subject to any rights-of-way or easements of record or implied

- g. Elevations of dwellings, including the garage, shall include stucco, stone, brick, or similar material, covering at least twenty (20) percent of each façade oriented to a street.
- h. Dwellings shall be encouraged which feature a side entry garage.
- i. Dwellings shall include design features such as recessed windows and entrance doors, pop-outs, or other architectural details around windows, entrance doors, sliding glass doors, and garage doors. Window treatments may also include additional trim, mullions, or shutters.
- j. No building elevation of any dwelling shall have less than five (5) percent of the gross wall area in glazing, excluding garage or unconditioned areas.
- k. Each dwelling shall contain a porch, balcony or courtyard.
- l. Detached garages shall be architecturally compatible and consistent in material, design and colors with the dwelling.



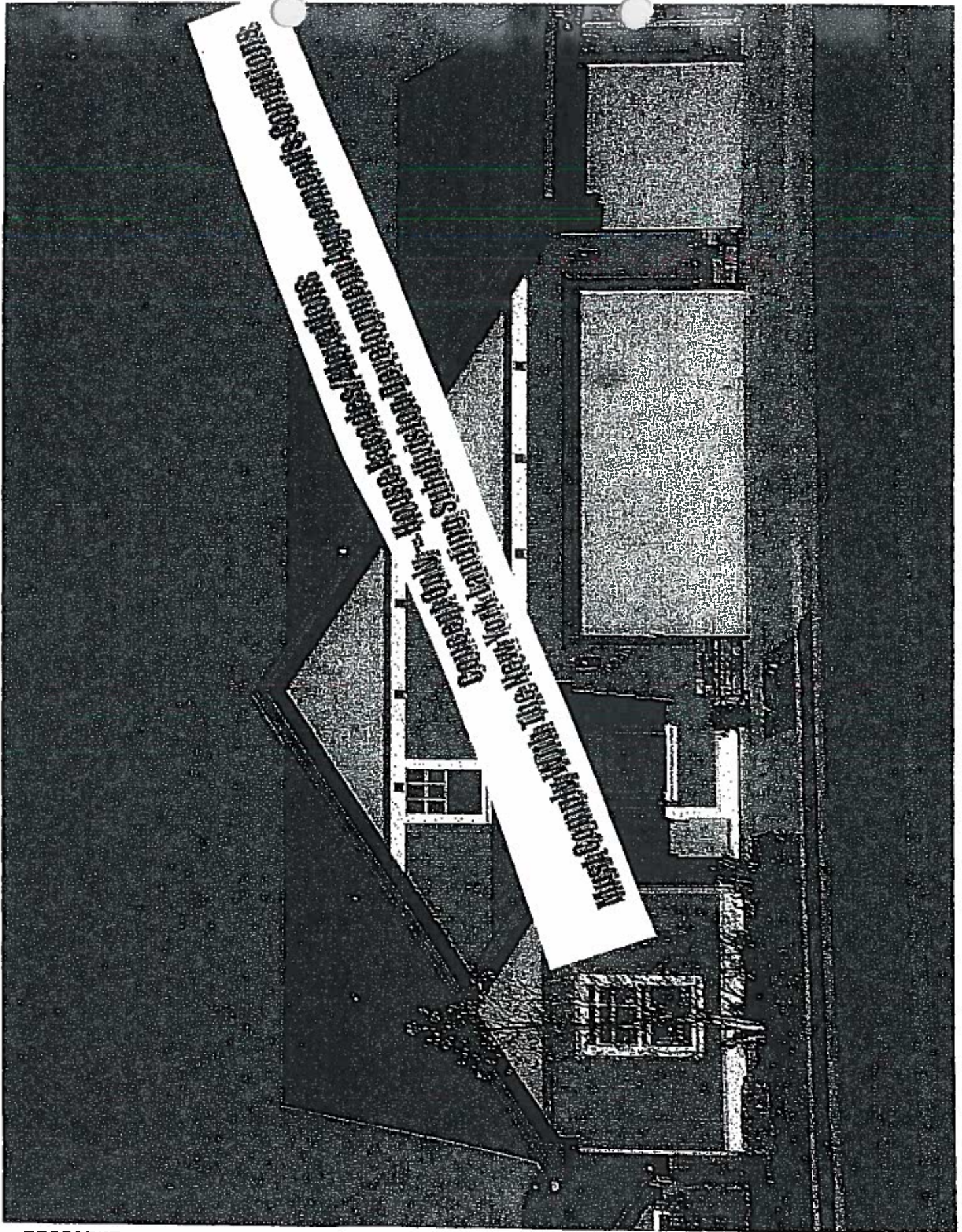
**Wish County With The Most York Building Submittal Requirements**  
**Compliance - House, Facades, Porches, Decks, and**  
**Environmental Requirements**





RESIDENTIAL DEVELOPMENT AGREEMENT - Page 14





THE CITY OF NEW YORK  
DEPARTMENT OF PLANNING  
AND CONSTRUCTION  
OFFICE OF COMMUNITY PLANNING  
AND DEVELOPMENT  
115 WEST 42ND STREET  
NEW YORK, NY 10018  
TEL: (212) 312-2000  
WWW.NY.CITY.GOV



AFFIDAVIT OF PUBLICATION

STATE OF IDAHO )  
 ) SS.  
County of Canyon )

103  
149

Amanda K. McCollum  
of Nampa, Canyon County, Idaho, being  
first duly sworn, deposes and says:

d0100232 04536359  
1 Nampa, City of  
Legal Account  
224 11th Ave. So.  
Nampa ID 83651

1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principal Clerk of the Idaho Press-Tribune, a daily newspaper published in the City of Nampa, in the County of Canyon, State of Idaho; that the said newspaper is in general circulation in the said County of Canyon, and in the vicinity of Nampa and Caldwell, and has been uninterruptedly published in said County during a period of seventy-eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper 1 time(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement.
4. That said notice was published the following:  
03/26/2007

MAR 28 2007

*Amanda K. McCollum*

STATE OF IDAHO )  
County of Canyon )

On the 26<sup>th</sup> day of March in the year of 2007  
before me, a Notary Public, personally appeared.  
Amanda K. McCollum,  
known or identified to me to be the person  
whose name is subscribed to the within  
instrument, and being by me first duly sworn,  
declared that the statements therein are true, and  
acknowledge to me that he/she executed the same.



*Chris Brown*

Notary Public for Idaho  
Residing at Nampa  
My commission expires August 11, 2009

**ORDINANCE NO. 3685**

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING APPROXIMATELY 149.37 ACRES OF REAL PROPERTY LOCATED ON THE NORTH SIDE OF ALMA LANE EAST OF SOUTHSIDE BOULEVARD INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ZONING THE SAME RS-8.5 SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

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

Section 1: That the following described real property consisting of approximately 149.37 acres of real property located on the north side of Alma Lane east of Southside Boulevard, and all thereof, be, and the same is hereby, annexed and made a part of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to-wit:

See Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full.

**EXHIBIT "A"**

**Legal Description  
New York Landing  
Annexation Parcel**

A parcel for annexation purposes located in Section 12, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly as described as follows:

**BEGINNING** at a brass cap monument marking the southwest corner of said N 1/2 of Section 12 (1/4 Corner), from which a 5/8 inch diameter iron pin marking the northwest corner of the SW 1/4 of the NW 1/4 of said Section 12 (N 1/16 Corner) bears N 0°52'39" E a distance of 1324.17 feet;

Thence N 0°52'39" E along the westerly boundary of said SW 1/4 of the NW 1/4 a distance of 328.25 feet to a point on the centerline of the New York Canal;

Thence N 41°27'28" E along said New York Canal centerline a distance of 149.13 feet to a point;

Thence leaving said New York Canal centerline S 89°24'00" E a distance of 860.25 feet to a point;

Thence N 0°47'56" E a distance of 881.50 feet to a point;

Thence S 89°28'30" E a distance of 67.79 feet to a point;

Thence N 89°28'20" E a distance of 100.00 feet to a point on the centerline of the New York Canal;

Thence along said New York Canal centerline the following described courses;

S 86°50'30" E a distance of 285.59 feet to a point;

Thence S 75°26'38" E a distance of 278.22 feet to a point;

Thence a distance of 150.43 feet along the arc of a 800.00 foot radius curve right, said curve having a central angle of 14°21'54" and a long chord bearing S 68°15'41" E a distance of 150.04 feet to a point;

Thence S 61°04'44" E a distance of 308.93 feet to a point;

Thence a distance of 218.97 feet along the arc of a 400.00 foot radius curve left, said curve having a central angle of 31°21'57" and a long chord bearing S 76°45'43" E a distance of 216.25 feet to a point;

Thence N 87°33'19" E a distance of 147.59 feet to a point;

Thence a distance of 327.71 feet along the arc of a 794.35 foot radius curve right, said curve having a central angle of 23°38'15" and a long chord bearing S 80°37'34" E a distance of 325.39 feet to a point on the westerly boundary of the NE 1/4 of said Section 12;

Thence leaving said New York Canal Centerline N 0°46'59" E along said westerly boundary a distance of 946.46 feet to a 5/8 inch diameter iron pin marking the northwest corner of said NE 1/4;

Thence S 89°23'45" E along the northerly boundary of said NE 1/4 a distance of 478.48 feet to a 5/8 inch diameter iron pin;

Thence leaving said northerly boundary S 1°47'14" E a distance of 455.59 feet to a 5/8 inch diameter iron pin;

Thence S 1°00'01" E a distance of 195.11 feet to a 5/8 inch diameter iron pin;

Thence S 3°58'01" E a distance of 70.50 feet to a 5/8 inch diameter iron pin;

Thence S 87°43'54" E a distance of 110.26 feet to a 5/8 inch diameter iron pin;

Thence S 16°49'45" E a distance of 40.86 feet to a 5/8 inch diameter iron pin on the northerly bank of the Ridenbaugh canal;

Thence N 58°33'30" E along said northerly bank a distance of 85.50 feet to a 5/8 inch diameter iron pin;

Thence continuing along said northerly bank N 69°58'07" E a distance of 207.59 feet to a 5/8 inch diameter iron pin;

Thence leaving said northerly bank S 0°12'42" W a distance of 176.70 feet to a point on the centerline of the New York Canal;

Thence along said New York Canal centerline the following described courses;

Thence S 75°36'19" E a distance of 5.49 feet to a point;

Thence a distance of 543.68 feet along the arc of a 430.00 foot radius curve right, said curve having a central angle of 72°26'34" and a long chord bearing S 39°23'02" E a distance of 506.18 feet to a point;

Thence S 3°09'45" E a distance of 113.91 feet to a point;

Thence S 0°34'02" W a distance of 334.10 feet to a point;

Thence a distance of 435.99 feet along the arc of a 650.00 foot radius curve left, said curve having a central angle of 38°25'53" and a long chord bearing S 18°38'56" E a distance of 427.86 feet to a point;

Thence S 37°51'51" E a distance of 134.90 feet to a point;

Thence a distance of 320.19 feet along the arc of a 800.00 foot radius curve left, said curve having a central angle of 22°55'55" and a long chord bearing S 49°19'49" E a distance of 318.06 feet to a point;

Thence S 60°47'46" E a distance of 452.87 feet to a point;

Thence a distance of 82.73 feet along the arc of a 200.00 foot radius curve right, said curve having a central angle of 23°42'00" and a long chord bearing S 48°56'48" E a distance of 82.14 feet to a point on the southerly boundary of the NE 1/4 of said Section 12;

Thence N 89°27'04" W along the said southerly boundary a distance of 844.29 feet to an aluminum cap monument marking the southwest corner of the SE 1/4 of the NE 1/4 of said Section 12;

Thence leaving said southerly boundary S 0°32'56" W a distance of 25.00 feet to a point on the southerly prescriptive right-of-way of Alma Lane;

Thence N 89°27'04" W along said southerly prescriptive right-of-way a distance of 1329.41 feet to point;

Thence continuing along said southerly prescriptive right-of-way N 89°30'08" W a distance of 2651.97 feet to a point;

Thence leaving said southerly prescriptive right of way N 0°29'52" E a distance of 25.00 feet to the POINT OF BEGINNING.

This parcel contains 152.63 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS  
Land Solutions, PC  
Revised:  
February 27, 2007

Section 2: That the real property so annexed, as described in Exhibit A above, shall be zoned RS-8.5.

Section 3: That this annexation and zone ordinance is subject to and limited by that certain Development Agreement entered into between the parties.

Section 4: That the City Engineer is hereby directed to alter and change the Use and Area Map of the City of Nampa, Idaho, to comply with this Ordinance.

Passed by the Council and approved by the Mayor this 19th day of March 2007

Tom Dale, Mayor  
Attest: Diana Lambing, City Clerk

Mar. 26. 2007 04536359