PUBLIC HEARING ITEM NO. 1
STAFF REPORT

Applicant(s)/Engineer(s):
Trilogy Idaho as Applicant with Kent Brown of Kent Brown Planning Services as Engineer(s) and representative(s)

File(s): SPP 036-18

Analyst: Doug Critchfield, Planner II

Requested Action Approval(s) and Location(s):

1. Preliminary plat approval for:
New York Landing Subdivision (hereinafter the "Project", "Development" or "New York Landing Subdivision")

Comprising 409 buildable lots (339 regular lots and 70 infill lots) and 31 common lots on 136.27 acres platted over 4 parcels of land in a RS 8.5 Zone at 0 Alma Ln. in a portion of the NW ¼ of Section 12, T2N, R2W, BM, Canyon County in Nampa...

History:
The Nampa City Council, during their regular public hearing of January 16, 2007, voted to approve annexation and zoning to RS 8.5 of 149.37 acres on the north side of Alma Lane east of Southside Blvd to facilitate the development of New York Landing Subdivision. The council made its approval(s) with conditions listed in a Development Agreement made and entered into on March 12, 2007 between the City of Nampa and Triple Crown Development [inst. # 2007020455, Ordinance # 3685, March 19, 2007 (recorded March 23, 2007) (see ‘Development Agreement’, hereto attached)]. The Development Agreement remains in full effect. Obviously, the preliminary plat expired and project was never developed.

Correspondence:
Any correspondence from agencies or the citizenry is hereafter attached to this document for perusal. Agency comments may express opinions regarding the plat application or be geared
towards recommending conditions of approval for the Project should it be approved, or, directing corrections to the plat or related construction drawings.

**FINDINGS OF FACT & NOTES REGARDING PLAT**

This matter before the Commission is to determine whether or not the preliminary plat, as proposed, is acceptable.

Platting of this Project will serve to divide the land. It must be done in accordance with state law, Nampa City Code § 10-27 and Nampa City Code § 10-08, and, in cooperation with the City’s currently adopted Engineering Design and Specification manuals.

Accordingly, Plat review was done to analyze the Project’s compliance to code in the context of this Project having already been annexed and zoned.

<table>
<thead>
<tr>
<th>Overall Site Area-</th>
<th>136.27 acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total, Proposed RS 8.5 ‘Regular’ Lot Count-</td>
<td>339</td>
</tr>
<tr>
<td>Total, Proposed RS 8.5 ‘Infill’ Lot Count-</td>
<td>70</td>
</tr>
<tr>
<td>Total, Common Lot Count-</td>
<td>31</td>
</tr>
<tr>
<td>Total, Building Lot Count-</td>
<td>409</td>
</tr>
</tbody>
</table>

Regarding “RS 8.5 Building Lots”:

- **Min. Allowed RS 8.5 Regular Bldg. Lot Size-**
  8,500 sq. ft.
- **Min. Proposed RS 8.5 Regular Bldg. Lot Size-**
  8,469 sq. ft.
- **Min. Allowed Avg. RS 8.5 Infill Bldg. Lot Size-**
  5,500 sq. ft. -- (N.C.C. § 10-27-4.A(3)(d)
- **Min. Proposed Avg. RS 8.5 Infill Bldg. Lot Size-**
  5,500 sq. ft.
- **Periphery Compatibility Applicability-**
  compliant
- **Min. Req. Street Frontage RS 8.5 Zone-**
  22’
- **Min. Allowed RS 8.5 Regular Bldg. Lot Widths-**
  70’ @ 20’ setback mark
- **Min. Allowed RS 8.5 Bldg. Mean Lot Depths-**
  80’
- **Min. Allowed RS 8.5 Infill Bldg. Lot Widths-**
  Although no standard is established in the Nampa City Code for infill lot width, staff recommends a minimum 50’ lot width in order to achieve compatibility within the development, and to meet the minimum standard lot width within the RS Zone – (NCC §10-8-6)

**Plat Development Data/Notes:** See plat sheets
FINDINGS OF FACT & NOTES
REGARDING PLAT

This matter before the Commission is to determine whether or not the preliminary plat, as proposed, is acceptable.

Platting of this Project will serve to divide the land. It must be done in accordance with state law, Nampa City Code § 10-27, Nampa City Code § 10-8, Nampa City Code § 10-33, and, in cooperation with the City’s currently adopted Engineering Design and Specification manuals.

Accordingly, plat review was done to analyze the Project’s compliance to code in the context of this Project having already been annexed and zoned.

Regarding the plat, Zoning Staff finds:

1. Minimum Lot Areas:
   That because the proposed Development is slated for development in conjunction with RS 8.5 zoning, this requirement applies...all but two regular building lots meet or exceed 8,500 sq. ft. in area. Lot 10 and 11 of Block 2 are 8,469 sq. ft. and 8,493 sq. ft. respectively; therefore, the Plat is deemed non-compliant in this regard; and,

2. Average Lot Size:
   That because the proposed Development is slated for single-family detached development in conjunction with RS 8.5 zoning, the average lot size is 8,874 sq. ft, the plat is deemed compliant in this regard.

3. Lot Compatibility:
   That the proposed Development is slated for single family detached home development in conjunction with RS 8.5 zoning, this requirement applies; regular lots along the periphery of the Project appear compliant with this requirement; thus, the Plat is deemed compliant in this regard; and,

4. Lot Width:
   All building lots demonstrate required lot width, with exception to lots 10-16, 19 and 21 of Block 2; therefore, the Plat is deemed non-compliant in this regard;

5. Lot Depth:
   All building lots demonstrate required lot depth; therefore, the Project is deemed compliant in this regard; and,

6. Right-Of-Way Dedication(s)/Improvements:
   All required right-of-way dedications and improvements are demonstrated; therefore, the Project is deemed compliant in this regard; and,

7. Landscaping:
   All required landscaping is demonstrated; therefore, the Project is deemed compliant in this regard; and,

8. Path/Trailway(s):
All required access points and trail dedication is demonstrated; therefore, the Project is deemed compliant in this regard; and,

9. **Misc./Correspondence:**
   Any correspondence from agencies or the citizenry regarding the plat is hereafter attached to this report. (Agency comments are usually geared towards recommending conditions for the Project should it be approved.)

**Recommendation:**
Approval with conditions...

---

**SUGGESTED CONDITIONS OF APPROVAL**

Should the Planning and Zoning Commission vote to approve the New York Landing Subdivision preliminary plat, then Staff would suggest the following as (a) Condition(s) of Approval for adoption with any such vote/action (note: the Commission may obviously add, subtract and/or modify conditions as it deems appropriate):

1. The Developer/Development shall remedy and bring into conformance all substandard lot sizes and lot widths in the preliminary plat, specifically:
   a. Lots 10 and 11 of Block 2 shall be at least 8,500 square feet; and
   b. Lots 10-16, 19 and 21 of Block 2 shall be at least 70' wide; and
   c. Lot 16 of Block 11 be at least 50' wide; and

2. The Developer/Development shall comply with all requirements imposed by City agencies involved in the review of this matter including, specifically the following:
   a. At the appropriate time, those listed in the December 17, 2018 memorandum from the Nampa Building Department authored by Patrick Sullivan (1 page – copy hereto attached); and,
   b. Those listed in the December 19, 2018 letter from the Nampa & Meridian Irrigation District authored by Greg Curtis (1 page – copy hereto attached); and,
   c. Those listed in the December 26, 2018 letter from the Nampa & Meridian Irrigation District authored by Elke Adams (1 page – copy hereto attached); and,
   d. Those listed in the January 4, 2019 letter from the Idaho Transportation Department authored by Sarah Arjona (1 page – copy hereto attached); and,
   e. Those listed in the January 9, 2019 letter from the Boise Project Board of Control authored by Thomas Ritthaler (2 pages – copy hereto attached); and,
   f. Those listed in the January 15, 2019 memorandum from the City of Nampa Engineering Division authored by Alex Main (1 page – copy hereto attached).
3. The water system for the Development shall be completely installed and able to deliver water prior to any Building Permits being issued within the Development. The water shall be sufficient in volume and pressure to provide sufficient adequate fire suppression for the Development in accordance with Fire Department policy or International Fire Code requirements as applicable; and,

4. Developer's engineer shall correct any spelling, grammar, punctuation and/or and numbering errors that may be evident on the plat face and/or in the proposed plat development notes and include said corrections in/on a/the final plat that may be submitted to the City following approval of a/the New York Landing preliminary plat; and,

5. Any exceptions to City adopted subdivision design standards shall/will require separate design [exception] approval from the City Council; and,

**ATTACHMENTS**

- Copy of "Vicinity Map" (page/Exhibit 6)
- Copy of aerial photo with Property and zoning demarcated thereon (page/Exhibit 7)
- Copy of plat reduced from original (page/Exhibit 8)
- Copy of New York Landing Subdivision Landscape Plan (page/Exhibit 9)
- Copy of preliminary plat subdivision application (pages/Exhibits 10-11)
- Copy of Applicant Letter authored by Kent Brown (page/Exhibit 12)
- Copy of Development Agreement (page/Exhibit 13-33)
- Copy of agency/department/citizen correspondence (pages/Exhibits 34+)
PRELIMINARY PLAT FOR NEW YORK LANDING SUBDIVISION

A PORTION OF THE EAST HALF OF THE NW QUARTER SECTION 12, T.2N., R.2W., B.M., CANYON COUNTY, IDAHO 2018
## 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, NRM, RD, RML, RMH, RP, BN, CB, BC, BF, IP, IL, IH, AG

<table>
<thead>
<tr>
<th>Intended Land Uses</th>
<th>County Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>residential</td>
<td>AG</td>
</tr>
<tr>
<td>single-family</td>
<td>AG</td>
</tr>
<tr>
<td>multi-family</td>
<td>AG</td>
</tr>
<tr>
<td>commercial</td>
<td>AG</td>
</tr>
<tr>
<td>industrial</td>
<td>AG</td>
</tr>
</tbody>
</table>

## 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 |

### Applicant

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

### 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 | |

2015 Engineering Division Development Policy Manual  
Rev. Date: February 17, 2015
C. SUBDIVISION INFORMATION

<table>
<thead>
<tr>
<th>Lot Types</th>
<th>Number of Lots</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>409</td>
<td>82.32</td>
</tr>
<tr>
<td>Dwelling units per acre (gross /net)</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Industrial</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Common (Landscape, Utility, Other)</td>
<td>31</td>
<td>21.6</td>
</tr>
<tr>
<td>Open Space</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>440</td>
<td>136.27</td>
</tr>
</tbody>
</table>

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 $: ____________ CASH: ______ CHECK: __________ RECEIPT NO.: __________

DATE RECEIVED: __________ RECEIVED BY: _______ HEARING DATE: __________
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
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this 12th day of March, 2007 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and Triple Crown Development LLC an Limited Liability Company hereinafter referred as Owner/Developer.

RECITALS

A. Owner/Developer is the owner of approximately 149.37 acres of real property legally described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Owner/Developer applied to City on 10/10/06 for annexation of the Property into City and for rezoning of the Property to RS-8.5 in anticipation of the development and construction of a subdivision (the "Project").

C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to rezone the Property and enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.

D. City’s Planning and Zoning Commission and City’s City Council have held public hearings as prescribed by law with respect to the annexation, rezoning and development of the Property and this Agreement. City has approved the annexation and requested rezoning of the Property to RS-8.5 subject to the terms and commitments contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties’ commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation.

2. The Project shall be developed in general conformance with the conceptual plan attached hereto as Exhibit "B" and made a part hereof (the "Preliminary Plat"); provided, however, that Owner/Developer shall have limited flexibility to develop the Property to meet market conditions, and the only specific commitments concerning development of the Project which Owner/Developer is making are set forth herein. Upon recordation of this Agreement, Owner/Developer shall have all approvals required from City for development of the Project in general conformance with the Conceptual Plan.
3. This Agreement is intended to be supplemental to all other local, city, state and federal Code requirements, rules and regulations, and is established to help assure the compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this Agreement conflicts with any provision of the Nampa City Code, this Agreement shall prevail to the extent permitted by law.

4. The provisions and stipulations of this Agreement shall be binding on City, Owner/Developer, each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in the conditions of approval attached hereto as Exhibit “C”, and by this reference incorporated herein.

5. This Agreement may be modified only by the written agreement of Owner/Developer and the City after complying with the notice and hearing procedures required under Idaho Code Section 67-6511A or Nampa City Code Section 10-2-5(D) or successor provisions.

6. The execution of this Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of Owner/Developer to comply with the terms and conditions of this Agreement. Provided, however, that no such consent shall be deemed to have been given unless City provides written notice of any such failure and Owner/Developer or its successors and/or assigns fails to cure such failure as set forth below.

7. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of Owner/Developer, or each subsequent owner or each person acquiring an interest in the Property, to comply with the commitments contained herein within two (2) years after the Effective Date, and after the notice and hearing requirements of Idaho Code Section 67-6509 have been complied with by City. Provided, however, no such termination or reversal shall occur unless City provides written notice of Owner/Developer’s failure to comply with the terms and conditions of this Agreement to Owner/Developer and Owner/Developer fails to cure such failure within six (6) months of Owner/Developer’s receipt of such notice. The two (2) year period of time for compliance with commitments may be extended by City for good cause upon application for such extension by Owner/Developer, and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

8. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is file. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this agreement or the annexation pursuant thereto.

9. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, Owner/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.
10. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions herein shall not be effected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

11. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner/Developer and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the parties or their successors-in-interests or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.

12. 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 attorneys' fees as determined by a court of competent jurisdiction.

13. This Agreement may be executed in counterparts, each of which shall constitute an original, all of which together shall constitute one and the same Agreement.

14. In the event Owner/Developer, its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner/Developer or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

a. A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by Owner/Developer of any default by City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights of remedies of Owner/Developer or apply to any subsequent breach of any such or other covenants and conditions.

b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner/Developer shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting party's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner/Developer for the portion of the Property still owned by Owner/Developer.
c. In the event the performance of any obligation to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

d. In addition to the remedies set forth above, in the event of a default by Owner/Developer, or any other party claiming an interest herein, City may withhold building permits for any remaining lots within the development until such time as the default is cured.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this day and year first above written.

CITY OF NAMPA

[Signature]

Tom Dale, Mayor

Attest: Diana Lambing, City Clerk

OWNER/DEVELOPER

[Signature]

an Triple Crown Development LLC

By Managing Member

[Signature]

By

[Signature]

By

STATE OF IDAHO )

) ss.

County of Canyon )

RESIDENTIAL DEVELOPMENT AGREEMENT – Page 4
On this 19th day of March, in the year of 2007, before me Deborah L. Bishop, personally appeared Tom Dale, known or identified to me, to be the Mayor of the City of Nampa, whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same, and was so authorized to do so for and on behalf of said City of Nampa.

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

Deborah L. Bishop
Notary Public for State of Idaho
Residing at Nampa, Canyon County, Idaho

STATE OF IDAHO )
ss. ) ss.
County of Canyon )

On this 15th day of March, in the year of 2007 before me, Shannon Moser, personally appeared Lance Thuesen, known or identified to me, to be Managing Member of Triple Crown Development, the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same for and on behalf of Triple Crown Dev.

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

Shannon Moser
Notary Public for State of Idaho
Residing at Boise
Commission Expires: 03-25-10

RESIDENTIAL DEVELOPMENT AGREEMENT – Page 5
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 described as follows:

BEGINNING at a brass cap monument marking the southwest corner of said N ½ of Section 12 (¼ Corner), from which a 5/8 inch diameter iron pin marking the northwest corner of the SW ¼ of the NW ¼ 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 ¼ of the NW ¼ a distance of 328.25 feet to a point on the centerline of the New York Canal;

Thence 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°26'50" E a distance of 67.79 feet to a point;

Thence N 0°38'20" E 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;

S 66°50'30" E a distance of 285.59 feet to a point;

Thence S 75°26'38" E 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 S 68°15'41" E a distance of 150.04 feet to a point;

Thence S 61°04'44" E a distance of 306.93 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 ¼ 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 ¼;

Thence S 89°23'45" E along the northerly boundary of said NE ¼ a distance of 478.46 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 8°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 40.85 feet to a 5/8 inch diameter iron pin on the northerly bank of the Ridembaugh canal;

Thence N 56°33'36" 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 178.70 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 5.48 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 508.18 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 430.99 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°36'55" 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 62.73 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°56'46" 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 ¼ of the NE ¼ 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
EXHIBIT "B"
CONCEPT PLAN
EXHIBIT "C"

CONDITIONS OF APPROVAL

1. The Owner/Developer agree that they will not oppose the formation of a local improvement district for the construction of any infrastructure associated with the development of the Property.

2. Prior to the third reading of the annexation and zoning ordinance the Owner/Developer shall dedicate any additional right-of-way, as defined by the city engineer, adjacent the sides of the Property required for the ultimate build out of the adjacent public roadways.

3. Residential subdivision developments proposed by Owner/Developer on the Property shall conform to the following minimum design standards:
   a. The average residential density for any subdivision development on the Property shall not exceed three (3) dwelling units per acre (Calculated according to the gross acreage of the development.)
   b. The minimum allowable residential buildable lot size within any development shall be seven thousand (8,500) square feet as allowed by the RS 8.5 zone classification.
   c. Four-way stop signs will be installed at the corners of Locust & Southside and Locust & Happy Valley.
   d. The Parks Department is requesting an Urban Connector where the development approaches Locust. The New York Canal is not part of the City’s Master Pathway therefore a pathway along the Canal is not required.

4. The Owner/Developer shall establish and enforce Covenants, Conditions, and Restrictions to be recorded against the Property proposed for residential subdivision development which contain the following minimum design standards for single family dwellings:
   a. The minimum floor area or minimum dwelling size shall be one thousand six hundred (1,600) square feet, exclusive of the garage area.
   b. All dwellings shall be provided with eaves which project not less than twelve (12) inches beyond the side of the exterior wall.
   c. At least seventy-five (75) percent of the second story of two-story dwellings shall be set back a minimum of three (3) feet (from the wall plane) or set forward a minimum of two (2) feet (from the wall plane) when positioned over the garage; or two-story dwellings shall include architectural features such as but not limited to roof lines, belly bands, pop-outs, cantilevers, material variations, color variations, etc., and eave “eyebrows” constructed with a minimum overhang of thirty six (36) inches across the full width of the garage to break the plane of the lower and upper levels.
   d. The roof pitches for dwellings shall be a minimum of 5/12 pitch.
   e. Roof coverings for dwellings shall be of materials generally accepted as the industry standard. If the roof covering is asphalt shingles, shingles shall be “architectural” in style with a minimum warranty of twenty-five (25) years.
   f. Elevations of dwellings shall incorporate varied wall planes or roof forms, and main entries shall be defined by incorporating architectural elements such as roof gables, dormers, stairways, vestibules, wainscoting, lighting, etc.
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.
RESIDENTIAL DEVELOPMENT AGREEMENT - Page 14

Must comply with The New York Landmark Subdivision Development Agreement's Conditions.
CONCEPT ONLY - HOUSE FACADES/ELEVATIONS

Must Comply with the New York Landmark Subdivision Development Agreement's Conditions.
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.

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.


Approved:

By ____________
Mayor

2007020455
State of Idaho  
Canyon County  

On this \( \checkmark \) day of \( \text{March} \), 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Dale and Diana Lambing known to be the Mayor and City Clerk, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

In Witness Thereof, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

Julie Lockey  
Residing at: Nampa, Canyon County, Idaho  
My Commission Expires: 05/11/2011
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 described as follows:

BEGINNING at a brass cap monument marking the southwest corner of said N ¼ of Section 12 (¼ Corner), from which a 5/8 inch diameter iron pin marking the northwest corner of the SW ¼ of the NW ¼ 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 ¼ of the NW ¼ a distance of 326.25 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°26'50" E a distance of 67.79 feet to a point;

Thence N 0°38'20" E 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:

S 66°50'30" E a distance of 285.59 feet to a point;

Thence S 75°26'38" E 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 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 ¼ 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 ¼;

Thence S 89°23'45" E along the northerly boundary of said NE ¼ a distance of 478.46 feet to a 5/8 inch diameter iron pin;

LandSolutions

New York Landing
Job No. 05-63
Page 1 of 3
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°48'45" E a distance of 40.85 feet to a 5/8 inch diameter iron pin on the northerly bank of the Ridenbaugh canal;

Thence N 58°33'36" E along said northerly bank a distance of 86.50 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 76°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 508.18 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°38'55" 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 320.18 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°56'46" E a distance of 82.14 feet to a point on the southerly boundary of the NE ¼ 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 ¼ of the NE ¼ 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
ANNEXATION AND ZONING TO RS 8.5 (SINGLE FAMILY RESIDENTIAL – 8,500 SQ. FT.) FOR 149.37 ACRES ON THE NORTH SIDE OF ALMA LANE EAST OF SOUTHSIDE BLVD. (A PORTION OF THE N ¾ OF SECTION 12, T2N, R2W, BM), AND PRELIMINARY PLAT APPROVAL FOR NEW YORK LANDING SUBDIVISION (353 SINGLE FAMILY RESIDENTIAL LOTS ON 149.37 ACRES, 2.36 LOTS PER ACRE) FOR TRIPLE CROWN DEVELOPMENT LLC. PROJECT # 13-06215 & 07-06215

1 inch equals 750 feet
From: RODNEY JUDY LaFee <RODLAFEE@msn.com>
Sent: Tuesday, January 01, 2019 2:42 PM
To: Sylvia Mackrill <mackrill@cityofnampa.us>; Shellie Lopez <lopezs@cityofnampa.us>
Subject: Preliminary Plat for New York Landing Subdivision

My name is Rodney LaFee and I live on Alma lane right next to this proposed subdivision. I recently heard of a hearing coming up on this, yet living right next to this sub. I have not be notified of such a meeting.

I do have some concerns. I understand our valley is growing and I do not oppose such, My concern is Alma Lane is a narrow 1 mile road and if all the cars from this subdivision are expected to exit off Alma, this will be nothing but a burden not only on the road itself but the intersections. Is there another exit outside this subdivision? There needs to be an exit out onto Locus Lane or another exit onto Happy Valley and Southside beside the exits from Alma. As you know both of these exits are directly in front of bridges already.

What will this do to the residents on Alma Lane who at this time do not live inside the city limits but adjacent. If Alma Lane is to be widened then who is expected to pay that cost?

Does that mean that we are going to be annexed into the city and provided with water and sewer services we would be required to pay for?

My email is rodlafee@msn.com
My phone number is 208-869-1454

I am happy to discuss this with someone.
Thank You

Sent from Mail for Windows 10
Daniel,
Can you please respond to the highlighted second paragraph in Mr LaFee's e-mail regarding the widening/improvements to Alma Ln for the New York Landing Subdivision.
Thank you,

Sylvia Mackrill - Planning and Zoning Department
O: 208.468.5484, F: 208.468.5439
411 3rd Street South, Nampa, ID 83651
Planning and Zoning - Like us on Facebook

From: Sylvia Mackrill
Sent: Wednesday, January 02, 2019 10:16 AM
To: 'RODNEY JUDY LaFee' <RODLAFEE@msn.com>
Subject: RE: Preliminary Plat for New York Landing Subdivision

Dear Mr LaFee,
The New York Landing Preliminary Plat is scheduled for the Wednesday, January 23, 2019 Planning and Zoning Commission meeting.
The notification of the application and public hearing has not yet been mailed out to property owners within 300 ft of the subject property. Those notifications are scheduled to be mailed approximately Monday, January 7th. Also, the Legal Notice will appear in the Idaho Press Tribune on January 6th.
The subject property for the proposed New York Landing Subdivision was annexed into the City in 2007. A Preliminary Plat was submitted at that time but has since expired.
Attached is a copy of Ordinance 3685, Recorded March 23, 2007, annexing the subject property into the City of Nampa. The Ordinance also includes a copy of the Development Agreement, and a Conceptual Plan for New York Landing Subdivision.
Also attached is a copy of the current Preliminary Plat application, and copies of the proposed plat. The applicants at the time of annexation also dedicated additional right-of-way from their property for the future widening of Alma Ln.
The residents of Alma Ln who are currently in the County will not be required to annex into the Nampa City limits. They will not be required to connect to City water or sewer unless their wells or septic systems fail and are required to connect by the South West District Health Dept, or they request to do so.
Regarding your questions on the widening of Alma Ln and ingress and egress from Alma Ln, I will pass those on to Daniel Badger, the City Engineer, who can answer those questions better than I. Daniel is out of the office today but is expected back in tomorrow.

Thank you,
Sylvia Mackrill

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Thursday, December 13, 2018 3:19 PM
To: Sylvia Mackrill
Subject: RE: New York Landing Preliminary Plat SPP-00036-2018

Good Afternoon Sylvia,

Nampa Highway District #1 has no objection to the Preliminary Plat Approval for the New York Landing Subdivision on the north side of Alma Ln. between Happy Valley Rd and Southside Blvd. subject to the MOU, General Cooperation of Planning and Zoning, Annexation, Development and Maintenance Activities development agreement that was signed by the Nampa Highway District #1 on 11-29-16.

If you have any questions or comments feel free to contact me.

Thank you,

Eddy

---

From: Sylvia Mackrill [mailto:mackrill@cityofnampa.us]
Sent: Thursday, December 13, 2018 3:01 PM
To: Addressing; Beth Ineck; bob.parsons@phd3.idaho.gov; Bobby Sanchez; bocc@canyonco.org; Brent Hoskins; Canyon Highway District No. 4 (chopper@canyonhd4.org); Carl Miller - Compass of Idaho (cmiller@compassidaho.org); Chanee Grant; Cody Swander; Daniel Badger; deerflat@fws.gov; Don Barr; Eddy Thiel; Eric Shannon; gwiles@nampachristianschools.com; Jared Bryan; Jason Kimball; Jay Young; Jeff Barnes; jenny.titus@vallivue.org; jessica.mansell@intgas.com; Jim Brooks; Ken Couch - Idaho Transportation Dept, District 3 (D3Development.Services@itd.idaho.gov); Ken Keene; Kent Lovelace; kfunke@idahopower.com; lbishop@idahopower.com; mark@pioneerirrigation.com; Melissa Close; monica.taylor@intgas.com; Neil Jones; Nick Lehman; nmid@nmid.org; nre.easement@centurylink.com; Patrick Sullivan; Phillip Roberts; pnilsson@canyonco.org; Ray Rice; rdewey@nsd131.org; Reggie Edwards; Richard Davies; Soyla Reyna; Tammy Wallen; Tom Points; UCC ben melody; vcharles@idahopower.com
Subject: New York Landing Preliminary Plat SPP-00036-2018

Kent Brown, Planner, representing Trilogy Idaho has submitted a Preliminary Plat for the New York Landing Subdivision, a total of 440 (409 residential and 31 common) lots on approximately 136.27 acres. The proposed subdivision is located on the east side of Southside Blvd, west of Happy Valley Rd, south of E Locust Ln and on the north side of Alma Ln, within the RS-8.5 (Single Family Residential – 8,500 sq ft minimum lot size) zoning district.

The Preliminary Plat will go before the Planning and Zoning Commission as a public hearing item on their January 23, 2019 Agenda.
Building Department will require a top of foundation or a finish floor elevation, on the construction drawings.

**Neil Jones**  
Assistant Building Official  
P: 208.468-5492  
F: 208.468.4494
jonesn@cityofnampa.us
Department of Building Safety, Like us on Facebook

---

Kent Brown, Planner, representing Trilogy Idaho has submitted a Preliminary Plat for the New York Landing Subdivision, a total of 440 (409 residential and 31 common) lots on approximately 136.27 acres. The proposed subdivision is located on the east side of Southside Blvd, west of Happy Valley Rd, south of E Locust Ln and on the north side of Alma Ln, within the RS-8.5 (Single Family Residential – 8,500 sq ft minimum lot size) zoning district.
RE: SPP-0036-2018/ New York Landing Subdivision

Dear Norm,

Nampa & Meridian Irrigation District (NMID) requires a filed Land Use Change Application to review prior to final platting. Please contact Elke Adams (208) 466-7861, at 1503 First Street S. Nampa, ID, for further information.

All private laterals and waste ways must be protected. The Districts Hocktitler Lateral is on this proposed project. The districts easement for the Hocktitler Lateral at this location is a minimum of forty feet (40’); twenty feet (20’) each side.

This easement must be protected. Any encroachment without a signed License Agreement and approved plan before construction is unacceptable.

Furthermore, the New York Canal will also be impacted. Please contact Thomas Ritthaler, Boise Project- Board of Control, at 208-344-1141 or 2465 Overland Road Room 202 Boise, ID 83705-3173.

All municipal surface drainage must be retained on site. If any municipal surface drainage leaves the site, the NMID must review drainage plans. Developer must comply with Idaho Code 31-3805

Sincerely,

Greg G. Curtis
Water Superintendent
Nampa & Meridian Irrigation District
GGC /gnf

Cc: Office/ file
T. Ritthaler, BPBOC
26 December 2018

Kent Brown
Kent Brown Planning Services
3161 E. Springwood Dr.
Meridian, ID 83642

RE: Land Use Change Application – New York Landing Subdivision

Please note the District now requires three (3) sets of plans

Dear Mr. Brown:

Enclosed please find a Land Use Change Application for your use to file with the Irrigation District for its review on the above-referenced development. If this development is under a “rush” to be finalized, I would recommend that you submit a cashier’s check, money order or cash as payment of the fees in order to speed the process up. If you submit a company or personal check, it must clear the bank before processing the application.

If you have any questions concerning this matter, please feel free to call on Greg G. Curtis, District Water Superintendent, at the District’s shop telephone number listed above.

Sincerely,

Elke Adams, Asst. Secretary/Treasurer
NAMPA & MERIDIAN IRRIGATION DISTRICT

EA/cmg

cc: File
Water Superintendent
Nampa City, 411 3rd Street Nampa, ID 83651

enc.
January 4, 2019

Shellie Lopez
City of Nampa
411 3rd Street South
Nampa, Idaho 83651

VIA EMAIL

<table>
<thead>
<tr>
<th>Development Application</th>
<th>SPP-00036-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name</td>
<td>NEW YORK LANDING SUBDIVISION</td>
</tr>
<tr>
<td>Project Location</td>
<td>Northeast corner of Southside Boulevard and Alma Lane, east of SH-45 milepost 23.92</td>
</tr>
<tr>
<td>Project Description</td>
<td>Construct a subdivision consisting of 409 residential lots and 31 common lots</td>
</tr>
<tr>
<td>Applicant</td>
<td>Kent Brown</td>
</tr>
<tr>
<td>Representing</td>
<td>Trilogy Idaho</td>
</tr>
</tbody>
</table>

The Idaho Transportation Department (ITD) reviewed the referenced preliminary plat application and has the following comments:

1. This project does not abut the State highway system.

2. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.

3. IDAPA 39.03.60 rules govern advertising along the State highway system. The applicant may contact Justin Pond, Right-of-Way Section Program Manager, at (208) 334-8832 for more information.

4. ITD does not object to the construction of a subdivision consisting of 409 residential lots as presented in the application.

If you have any questions, you may contact Ken Couch at (208) 332-7190 or me at (208) 334-8338.

Sincerely,

Sarah Arjona
Development Services
Sarah.Arjona@itd.idaho.gov
MEMORANDUM

To: Planning and Zoning Commission  
From: Doug Critchfield, Planner II  
Date: January 7, 2019  
Re: New York Landing  
    Comments on Preliminary Plat  
    Project: SPP-00036-2018

New York Landing Subdivision does not align with the Future Land Use Map in its current form. The subdivision is proposed to be located in an ‘Employment Center’ Designation. The current Comprehensive plan update suggests that this be re-designated Medium Density Residential, which would match this proposal.

Internal pathways and sidewalks allow for residents to walk within the subdivision. Unfortunately, none of the associated schools are within safe walking or biking distance of the subdivision.

Associated Schools:

Ronald Reagan Elementary (3400 Southside Blvd.) – The subdivision is not within safe walking or biking distance of Ronald Reagan Elementary School (.5 miles). There are no sidewalks or bike lanes on Southside Blvd.

East Valley Middle School (4085 E. Greenhurst Rd.) - The subdivision is not within walking or safe biking distance of East Valley Middle School (2.6 miles). There are no sidewalks or bike lanes on Southside Blvd.

Columbia High School (301 S. Happy Valley Rd.) - The subdivision is not within walking or biking distance of Columbia High School (4.5 miles).
City of Nampa  
Planning & Zoning Division  
411 3rd St. S.  
Nampa, Idaho 83651

RE: New York Landing Subdivision  
Northside of Alma Ln. & E. of Southside Blvd.  
Nampa & Meridian Irrigation District  
Main Southside Canal (Approx. 171+00)  
Sec. 12, T2N, R2W, BM.

Nampa City Planning:

The United States’ Main Southside Canal lies within the boundary of the above-mentioned location. The easement for this canal is held in the name of the United States through the Bureau of Reclamation under the authority of the Act of August 30, 1890. (26 Stat. 391; 43 U.S.C. 945)

The Boise Project Board of Control is contracted to operate and maintain this canal. We assert this federal easement 25 feet out and parallel to the lower toe of the canal embankment and 25 feet out and parallel to the uppermost most shoulder of the canal embankment. Whereas this area is for the operation and maintenance of our facility, no activity should hinder our ability to do so.

The Boise Project does not approve landscaping (other than grass or gravel) within its easements, as this will certainly increase our cost of maintenance. All easements must remain a flat drivable surface.

Fencing (as may be required) must be constructed just off the canal easement. Gravity irrigation and/or pressure irrigation piping that is not Boise Project facilities must be outside of the Main Southside Canal easement boundaries.

The construction of any roadway crossings must be conducted only during the non-irrigation season when the lateral is dewatered. In any case no work shall take place within the easement before the proper crossing agreements have been secured through the Bureau of Reclamation and the Boise Project Board of Control.
The construction of any roadway crossing must allow for easy access to canal banks. All designs of such crossings must be approved prior to construction.

Utilities planning to cross any project facility must do so in accordance with the master policies now held between the Bureau of Reclamation and most of the utilities. In any case no work shall take place within the easement before proper crossing agreements have been secured through both the Bureau of Reclamation and the Boise Project Board of Control.

Storm Drainage and/or Street Runoff must be retained on site.

Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.

This development is subject to Idaho Code 31-3805, in accordance, this office is requesting a copy of the irrigation and drainage plans.

Wording on the preliminary and final recorded plat needs to state that any proposed and/or future usage of the Boise Project Board of Control facilities are subject to Idaho Statutes, Title 42-1209.

Whereas, this property lies within the Nampa & Meridian Irrigation District you must contact John P. Anderson at (208) 466-0663 for any approvals and/or comments he may have.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,

Thomas Rithaler
Assistant Project Manager BPBC

cc Ray Moore Watermaster, Div;3 BPBC
     Greg Curtis Water Superintendent, NMID
     File
January 15, 2019

RE: New York Landing Subdivision - Preliminary Plat

To: Kent Brown

cc: Sylvia Mackrill

The following changes must be made prior to submitting for signatures:

- Propose new, unique street names for S Oak Ridge Blvd, S Beacon St, and S Cortland St to the Engineering Division. Per Canyon County Code 06-05-13 (1) *There shall be no duplication of street names by sound or spelling within Canyon County including within the incorporated areas. Refer to Street Naming and Addressing Policy in the Engineering Process and Policy Manual (rev 9/2012).
  - S Oak Ridge Blvd should be S (New Name) Way
  - S Beacon St should be S (New Name) Ave
  - S Cortland St should be S (New Name) Ave
- S Hudson River St should be S Hudson River Ave
- S Harlem St should be S Harlem Way
- E White Plains Ave should be E White Plains St
- S Bronx St should be S Bronx Ave
- S Staten Island St should be S Staten Island Way
- S Amsterdam St should be S Amsterdam Ave
- E Pelham Bay Ave should be E Pelham Bay St
- S Verdi Square St should be S Verdi Square Way
- E Mets Ave should be E Mets St
- E Coney Island Ave should be E Coney Island St

Sincerely,

Alex Main
GIS Tech I
Engineering Division
City of Nampa
(208) 468-5475