

ORDINANCE NO. 350
(MILESTONE RANCH SUBDIVISION ANNEXATION & REZONE)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 8542 W. FLOATING FEATHER ROAD, IN STAR, IDAHO (ADA COUNTY PARCEL R3721750030) AND CONTIGUOUS TO THE CITY OF STAR; AND REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR; MORE SPECIFICALLY LOCATED AT 8542 W. FLOATING FEATHER ROAD, STAR, IDAHO (ADA COUNTY PARCELS (R3721750010 & R3721750020); THE PROPERTIES ARE OWNED BY SANDRA A. DIXON, CAROL H. DIXON AND HOOT NANNEY FARMS, INC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED AND REZONED PROPERTIES AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-5-DA) OF APPROXIMATELY 70.52 ACRES; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 67-6524, Idaho Code, the City of Star has adopted the Unified Development Code Ordinance, the same being Ordinance No. 303, adopted on March 3, 2020 and subsequently amended; and

WHEREAS, the owner(s) of the real property situated in the unincorporated areas of Ada County and particularly described in Section 2 of this Ordinance have requested, in writing, annexation of said real property to the City of Star; and

WHEREAS, the real property described in Section 2 of this Ordinance is classified as a Mixed-Use District (MU) under the Unified Development Code of the City, and the owner has requested that the zoning classification be changed to a Residential District with a Development Agreement (R-5-DA); and

WHEREAS, the Mayor and Council, held a public hearing on October 12, 2021 on the proposed annexation and zoning, and rezone of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested annexation and change in zoning classification should be granted and that the annexed and rezoned property should be zoned Residential with a Development Agreement (R-5-DA) pursuant to the Unified Development Code of the City of Star.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STAR, IDAHO, as follows:

Section 1: The Mayor and Council of the City of Star, Idaho, hereby find and declare that the real property described in Section 2 of this Ordinance is contiguous to the City, that said property can be reasonably assumed to be used for orderly development of the City, that the owner(s) of said property have requested, in writing, annexation of said property by the City, and that the requirements of Section 50-222, Idaho Code, for annexation of said property, have been satisfied. The zoning classification for the real property, situated in the City of Star, Ada County, Idaho, described in attachment “Exhibit A”, is hereby changed from Mixed-Use (MU) to Residential (R-5-DA) with a Development Agreement as provided by the Unified Development Code Ordinance of the City.

Section 2: The real property, described in the attached “Exhibit A”, including adjacent right of way, situated in Ada County, Idaho, is hereby annexed into the City of Star. From and after the effective date of this Ordinance, the residents and other occupants and property owners within such area shall enjoy all the rights and responsibilities and shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Star as their fellow residents, occupants, and owners within the City of Star.

Section 3: The zoning land use classification of the land described in Section 2 above, is hereby established as Residential with a Development Agreement (R-5-DA), as provided by the Unified Development Code of the City of Star. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the Residential with a Development Agreement (R-5-DA) land use classification.

Section 4: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 5: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire Ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code maybe be published.

DATED this ____ day of _____, 2022.

CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

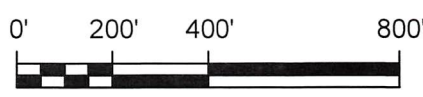
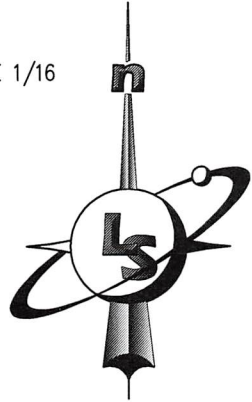
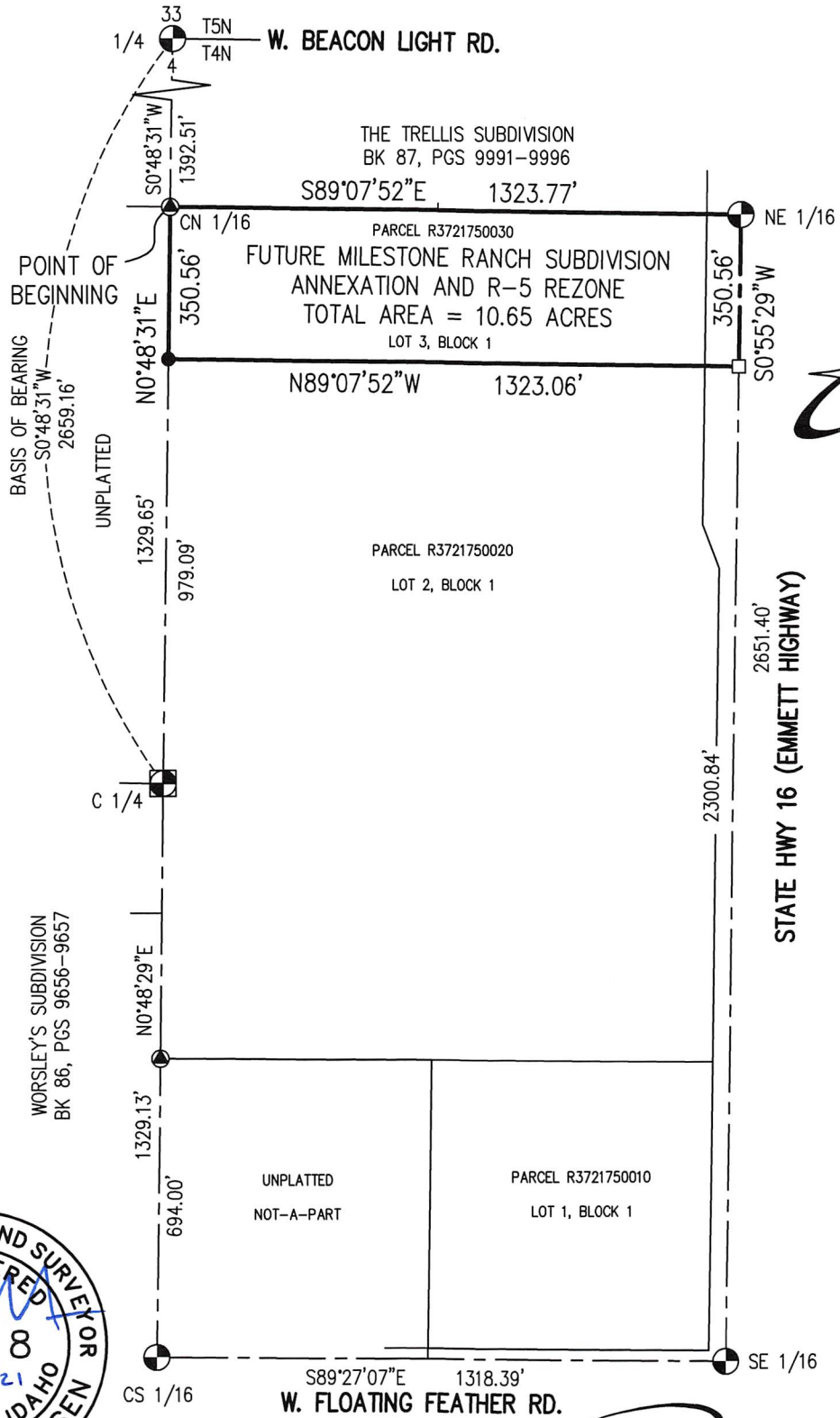
ATTEST:

Jacob M. Qualls, City Clerk

EXHIBIT A

MILESTONE RANCH SUBDIVISION

ANNEXATION AND R-5-
DA REZONE EXHIBIT



LandSolutions
Land Surveying and Consulting

231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

Legal Description
Milestone Ranch Subdivision – Annexation and R-5-DA Rezone

A parcel of land being Lot 3 of Block 1 of Hoot Nanney Farms Subdivision as shown in Book 103 of Plats on Pages 13839 through 13841, records of Ada County, Idaho, and a portion of SW ¼ of the NE ¼ of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a Brass Cap monument marking the northwest corner of the NE ¼ of said Section 4, from which an Aluminum Cap monument marking the southwest corner of said SW ¼ of the NE ¼ (C ¼ corner) bears S 0°48'31" W a distance of 2659.16 feet;

Thence along the westerly boundary of said NE ¼ S 0°48'31" W a distance of 1392.51 feet to the northwest corner of said Lot 3 of Block 1 of Hoot Nanney Farms Subdivision and the **POINT OF BEGINNING**;

Thence along the northerly boundary of said Lot 3 and the extension thereof, also being the northerly boundary of said SW ¼ of the NE ¼, S 89°07'52" E a distance of 1323.77 feet to a Brass Cap monument marking the northeast corner of said SW ¼ of the NE ¼;

Thence along said easterly boundary of said NW ¼ of the SE ¼ S 0°55'29" W a distance of 350.56 feet to a point on the extension of the southerly boundary of said Lot 3;

Thence along said southerly boundary of Lot 3 and the extension thereof N 89°07'52" W a distance of 1323.06 feet to a point marking the southwest corner of said Lot 3;

Thence along the westerly boundary of said Lot 3 N 0°48'31" E a distance of 350.56 feet to the **POINT OF BEGINNING**.

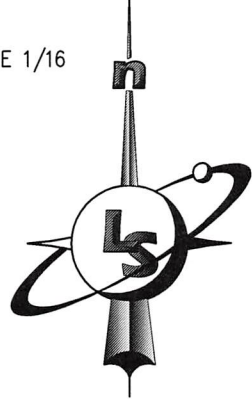
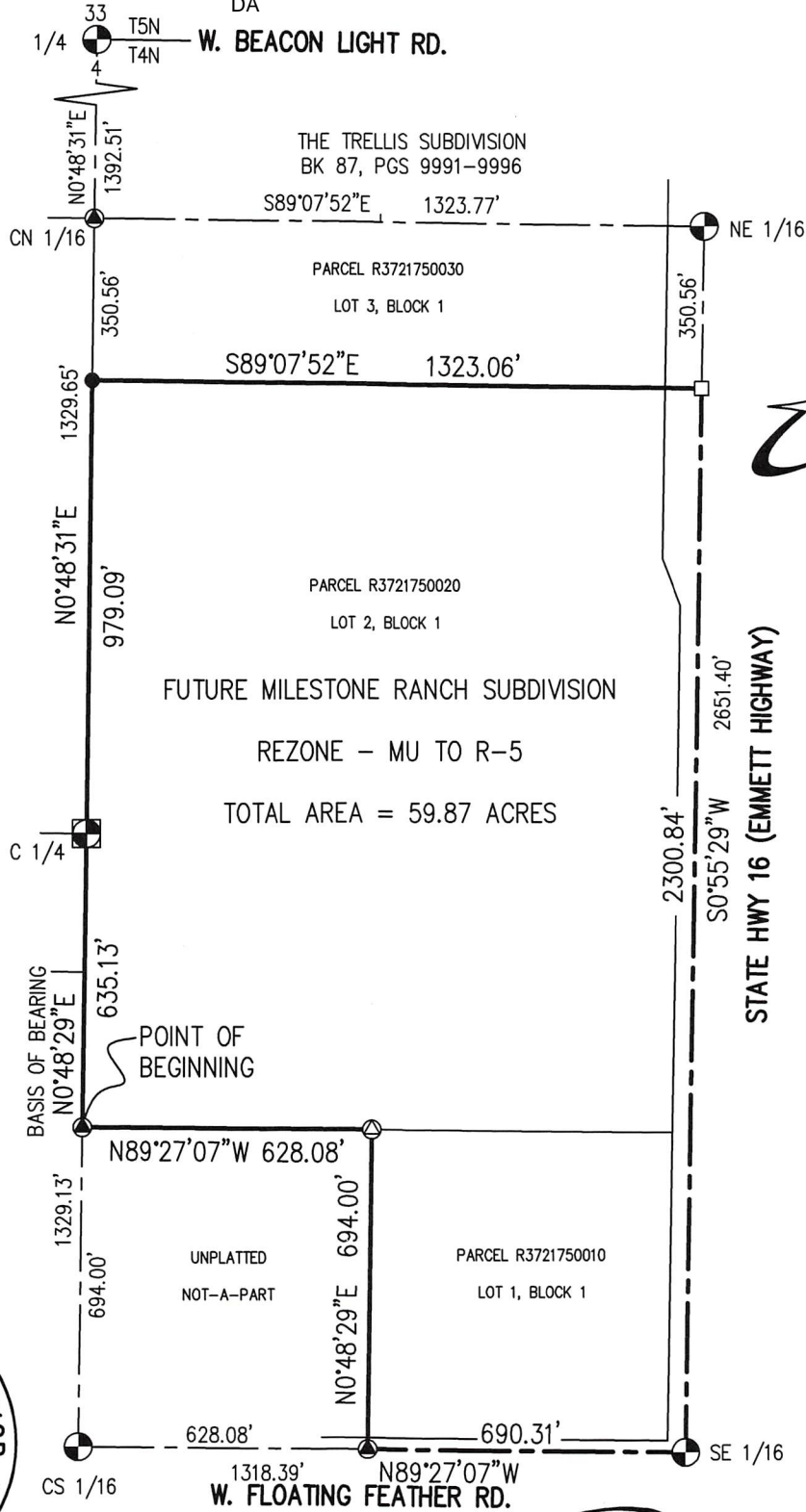
This parcel contains 10.65 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
April 28, 2021



MILESTONE RANCH SUBDIVISION

MU TO R-5- REZONE EXHIBIT
DA



LandSolutions
Land Surveying and Consulting

231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

Legal Description
Milestone Ranch Subdivision – MU to R-5 R-5-DA Rezone

A parcel of land being Lots 1 and 2 of Block 1 of Hoot Nanney Farms Subdivision as shown in Book 103 of Plats on Pages 13839 through 13841, records of Ada County, Idaho, and a portion of the NW ¼ of the SE ¼ and the SW ¼ of the NE ¼ of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a Brass Cap monument marking the southwest corner of said NW ¼ of the SE ¼ (CS 1/16 corner), from which an Aluminum Cap monument marking the northwest corner of said NW ¼ of the SE ¼ (C ¼ corner) bears N 0°48'29" E a distance of 1329.13 feet;

Thence along the westerly boundary of said NW ¼ of the SE ¼ N 0°48'29" E a distance of 694.00 feet to the southwest corner of said Lot 2 of Block 1 of Hoot Nanney Farms Subdivision and the **POINT OF BEGINNING**;

Thence continuing along said westerly boundary and the westerly boundary of said Lot 2 N 0°48'29" E a distance of 635.13 feet to the Aluminum Cap marking the northwest corner of said NW ¼ of the SE ¼;

Thence continuing along said westerly boundary of Lot 2 and the westerly boundary of said SW ¼ of the NE ¼ N 0°48'31" E a distance of 979.09 feet to a point marking the northwest corner of said Lot 2;

Thence along the northerly boundary of said Lot 2 and the extension thereof S 89°07'52" E a distance of 1323.06 feet to a point on the easterly boundary of said SW ¼ of the NE ¼;

Thence along said easterly boundary and the easterly boundary of said NW ¼ of the SE ¼ S 0°55'29" W a distance of 2300.84 feet to a Brass Cap marking the southeast corner of said NW ¼ of the SE ¼;

Thence along the southerly boundary of said NW ¼ of the SE ¼ N 89°27'07" W a distance of 690.31 feet to a 5/8 inch diameter iron pin on the extension of the westerly boundary of said Lot 1;

Thence along the westerly boundary of said Lot 1 and the extension thereof N 0°48'29" E a distance of 694.00 feet to a 5/8 inch diameter pin marking the northwest corner of said Lot 1;

Thence along the southerly boundary of said Lot 2 N 89°27'07" W a distance of 628.08 feet to the **POINT OF BEGINNING**.

This parcel contains 59.87 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
April 28, 2021



**DEVELOPMENT AGREEMENT
MILESTONE RANCH SUBDIVISION**

This Development Agreement ("Agreement") is entered into by and between the City of Star, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and Sandra A. Dixon, Carol H. Dixon and Hoot Nanney Farms, Inc, hereinafter referred to as "Owners".

WHEREAS, Owners own parcels of land of approximately 70.52 acres in size, currently located within the City of Star and Ada County, zoned RUT and MU, and more particularly described in **Exhibit A** of Ordinance 350, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owners have requested that a portion of the Property be annexed into the City, that a portion of the Property be rezoned, and that the entire property be developed in accordance with the applicable ordinances and regulations of the City and this Agreement;

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, and Star City Code at Title 8, Chapter 1, has the authority to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate;

WHEREAS, the City has authority to enter into development agreements to condition annexations and re-zones;

WHEREAS, Owners desire to be assured that it may proceed with allowing its Property to be rezoned in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designations for various parcels within the Property to be annexed and zoned, and rezoned in accordance with this Agreement;

WHEREAS, Owner filed with the City of Star, a Request for Annexation and Zoning, and Rezone of the Property and Zoning of R-5-DA, as File No. AZ-21-10/RZ-21-06, so that the City can review all the applications affecting the use and development of the Property in an integrated manner consistent with the City's Comprehensive Plan and land use ordinances;

WHEREAS, the intent of this Agreement is to protect the rights of Owners use and enjoyment of the Property while at the same time mitigating any adverse impacts of the development upon neighboring properties and the existing community and ensuring the Property is developed in a manner consistent with City Ordinances;

THEREFORE, the City and Owners, for and in consideration of the mutual covenants, duties and obligations herein set forth, hereby agree as follows:

Section 1. Legal Authority. This Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Star City Code, Title 8, Chapter 1.

Section 2. Development/Uses/Standards.

2.1 Development Acreage and Uses Permitted. As to the Parcels shown on **Exhibit A**, Owners are allowed to develop 70.52 acres as follows:

- Zoning Classification: The zoning classification shall be a R-5-DA.
- The Owner shall comply with all city ordinances relating to the property except as otherwise provided herein.

2.2 Site Design. The conceptual site plan, as set forth in **Exhibit B**, is hereby approved.

2.3 Uses. The development is hereby approved for a maximum of 284 residential lots.

2.4 Setbacks. The development shall follow the setbacks required in the R-5 zoning district for the Residential Uses, with the waiver exception allowing a rear yard setback of 10’.

2.5 Additional Requirements:

- Provide a 7-foot sidewalk along W. Floating Feather Road.
- North stub street may be public in future.

2.6 Proportionate Share Agreement for ITD Improvements. Developer has agreed to participate in the costs of construction or improvements to the portions of the State Highway System within the City of Star and/or City of Star Area of City Impact. The Developer will pay the \$39,200.00 traffic mitigation fee determined by the Idaho Transportation Department as follows: the Developer will pay the City \$138.10 per buildable lot within each phase prior to signature on the final plat for the applicable phase. The City will allocate the funds to roadway improvements in the vicinity of the project. The Developer shall pay this amount (unless otherwise revised by ITD) directly to the City of Star. The City will maintain this contribution in a specific Development Contributions account, to be distributed to ITD when requested for use with a specific Idaho Transportation Improvement Plan (ITIP) project within the City of Star Area of City Impact or City Limits in accordance with the terms of the Intergovernmental Agreement between the Idaho Transportation Department and the City of Star dated April 22, 2020.

2.7 Changes and Modifications. No change in the use or restrictions specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Star City Ordinances. In the event Owners change or expands the use permitted by this Agreement or fail to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, Owners shall be in default of this Agreement.

2.8 Conditions, Bonding for Completion. All of the conditions set forth herein shall be complied with or shall be bonded for completion by Owners before an Occupancy permit will be granted. Failure to comply with the Star City Ordinances or the terms of this Agreement shall result in a default of this Agreement by Owners. Owners may be allowed to bond for certain conditions at one hundred and fifty percent (150%) of the estimated cost of completion pursuant to Star City Ordinances.

Section 3. Affidavit of Property Owner. Owners shall provide an affidavit agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code section 67-6511A and Star Zoning Ordinance and such affidavit is incorporated herein by reference.

Section 4. Default. The failure of Owners, its heirs or assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, to faithfully comply with any of the terms and conditions of this Agreement shall be deemed a default herein. This Agreement may be modified or terminated by the Star City Council as set forth in the Star City Ordinances. In the event this Agreement is modified, Owners shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Star City Ordinances, determines that this Agreement shall be terminated, the zoning of the Property or portion thereof that has not been developed in accordance with this Agreement shall revert its prior zoning designation. All uses of such property, which are not consistent with the prior zoning designation, shall cease. A waiver by the City of Star for any default by Owners of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions. Owners, by entering into this Agreement, do hereby consent to a reversion of the subject property to its prior zoning designation in the event there is a default in the terms and/or conditions of this Agreement.

Section 5. Unenforceable Provisions. If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the instrument shall remain in full force and effect.

Section 6. Assignment and Transfer. After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of the Applicant. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property and shall run with the land. This Agreement shall be binding on the City and Owners, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns: provided, however, that if all or any portion of the Property is divided, each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The new owners of the Property or any portion thereof (including, without limitation, any owner who acquires its interest

by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

Section 7. General Matters.

7.1 Amendments. Any alteration or change to this Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67- 6509, as required by Star City Code.

7.2 Paragraph Headings. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

7.3 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Agreement. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

7.4 Notices. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

Star: City of Star
Attn: City Clerk
P.O. Box 130
Star, ID 83669

Owners: Sandra A. Dixon
8542 W. Floating Feather Road
Star, Idaho 83669

Carol H. Dixon
8542 W. Floating Feather Road
Star, Idaho 83669

Hoot Nanney Farms, Inc, Michal L. Dixon
8542 W. Floating Feather Road
Star, Idaho 83669

Developer: Toll Southwest, LLC
3103 W. Sheryl Drive Suite 101
Meridian, Idaho 83642

7.5 **Effective Date.** This Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of this Agreement.

7.6 **Attorney Fees.** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed on the day and year set forth below.

Dated this _____ day _____, 2022.

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

OWNER:

TOLL SOUTHWEST LLC, a Delaware limited liability company

By: Susan Stanley
Its: Division President

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for said state, personally appeared Susan Stanley, known to me to be the Division President of **Toll Southwest LLC**, who subscribed her name to the foregoing instrument, and acknowledged to me that she executed the same in said limited liability company's name.

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

Notary Public for Idaho
Residing at _____
My Commission expires _____

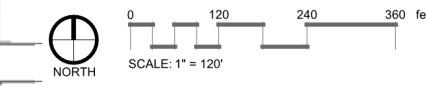
PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY	REMARKS
	Acer platanoides 'Crimson King' / Crimson King Norway Maple	B&B	2"		14	35' H X 25' W, Class II
	Acer truncatum 'Crimson Sunset' / Crimson Sunset Maple	B&B	2"		40	35' h x 25' w, Class II
	Celtis occidentalis / Common Hackberry	B&B	2"		49	40' h x 30' w, CLASS II
	Cladrastis kentukea 'Perkins Pink' / Perkins Pink Yellowwood	B&B	2"		75	35' h x 30' w, Class II
	Fraxinus pennsylvanica 'Patmore' / 'Patmore' Green Ash	B&B	2"		69	40' h x 20' w Class II
	Gleditsia triacanthos inermis 'Shademaster' TM / Shademaster Locust	B&B	2"		59	50' h x 30' w Class II
	Liriodendron tulipifera 'Emerald City' TM / Emerald City Tulip Tree	B&B	2"		64	50' h x 25' w CLASS II
	Malus x 'Spring Snow' / Spring Snow Crabapple	B&B	2"		60	25' h x 20' w, CLASS I
	Picea pungens 'Fat Albert' / Fat Albert Colorado Spruce	B&B		6'-8' H	25	30' h x 15' w
	Prunus virginiana 'Canada Red' / Canada Red Cherry	B&B	2"		14	25' h x 20' w Class II
	Pyrus calleryana 'Cleveland Select' / Cleveland Select Pear	B&B	2"		14	40' h x 17' w, Class I
	Quercus frainetto 'Schmidt' / Forest Green Oak	B&B	2"		43	60' h x 30' w, Class II
	Tilia americana 'Redmond' / Redmond American Linden	B&B	2"		79	50' h x 30' w Class II
	Tilia cordata 'Corzam' / Corinthian Littleleaf Linden	B&B	2"		16	45' h x 15' w CLASS II
SHRUBS	BOTANICAL / COMMON NAME	CONT	FIELD2	SIZE	QTY	REMARKS
	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	2 gal			537	5' h x 3' w
	Cotinus coggygria 'Grace' / Grace Smoke Bush	5 gal			28	15' h x 12' w
	Forsythia x 'Meadowlark' / Meadowlark Forsythia	5 gal			52	8' h x 10' w
	Forsythia x intermedia 'Mindor' TM / Show Off Forsythia	5 gal			50	6' h x 5' w
	Gaillardia x grandiflora 'Arizona Sun' / Arizona Sun Blanketflower	1 gal			74	18" h x 24" w
	Helictotrichon sempervirens / Blue Oat Grass	1 gal			228	3' h x 3' w
	Ilex crenata 'Sky Pencil' / Sky Pencil Japanese Holly	5 gal			250	6' h x 30" w
	Juniperus chinensis 'Hetzi Glauca' / Hetzi Blue Juniper	5 gal			43	8' h x 10' w
	Juniperus horizontalis 'Wiltonii' / Blue Rug Juniper	5 gal			112	6" h x 7' w
	Lavandula angustifolia 'Hidcote Blue' / Hidcote Blue Lavender	2 gal			59	30" h x 30" w, Drought Tolerant
	Leucanthemum x superbum / Shasta Daisy	1 gal			83	30" h x 24" w
	Miscanthus sinensis 'Variegatus' / Variegated Japanese Silver Grass	5 gal			127	6' h x 4' w
	Pennisetum alopecuroides 'Karley Rose' / Karley Rose Fountain Grass	2 gal			242	30" h x 30" w, Drought Tolerant
	Pennisetum alopecuroides 'Moudry' / Black Flowering Fountain Grass	1 gal			97	3' h x 3' w
	Phlox subulata 'Emerald Pink' / Emerald Pink Creeping Phlox	1 gal			24	6" h x 36" w
	Physocarpus opulifolius 'SMNPOBLR' TM / Ginger Wine Ninebark	5 gal			213	5' h x 5' w
	Pinus mugo 'Mops' / Mops Mugo Pine	5 gal			49	5' h x 5' w
	Rhamnus frangula 'Fine Line' / Fine Line Buckthorn	5 gal			377	7' h x 3' w, Drought Tolerant
	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	5 gal			224	18" h x 6' w, Drought Tolerant
	Salvia nemorosa 'East Friesland' / East Friesland Perennial Sage	2 gal			85	18" X 2' w, Drought Tolerant
	Spiraea japonica 'Neon Flash' / Neon Flash Spirea	2 gal			34	3' h x 3' w

LANDSCAPE MATERIALS LEGEND:

	SOD LAWN		PLANTER BED AREAS - LANDSCAPE MULCH PER LANDSCAPE NOTES
	NATIVE SEED MIX WITH SAGEBRUSH & WILDFLOWERS - SEED IN DISTURBED AREAS		4' OPEN FENCE
			6' WOOD PRIVACY FENCE

EXHIBIT B



STACK ROCK GROUP
 LANDSCAPE ARCHITECTURE & MASTER PLANNING
 (208) 345-0500
 404 S 9th St. #154
 Boise, ID 83702
 StackRockGroup.com
 WILLET C HOWARD, PLA
 OFFICE: (208) 345.0500 EMAIL: WILLET@STACKROCKGROUP.COM WWW.STACKROCKGROUP.COM

THE GRAPHICS AND DESIGNS ON THIS SHEET ARE DELIVERABLES THAT REMAIN AT ALL TIMES PROPERTY OF STACK ROCK GROUP, INC.
 REPRODUCTION OR REUSE OF THIS PRODUCT CONTAINED HERE IN IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF STACK ROCK GROUP, INC.

©2020 STACK ROCK GROUP, INC.

Scale: PRELIMINARY

 NOT FOR CONSTRUCTION

MILESTONE RANCH
 STAR, ID

REVISIONS

MRK	DATE	Description
▲	**	**

JOB NO: 20-1958
 DATE: 06.25.21
 DRAWN BY: DW
 CHECKED BY: WJW

DRAWING TITLE
OVERALL COLOR PLAN
 SHEET NUMBER
L201

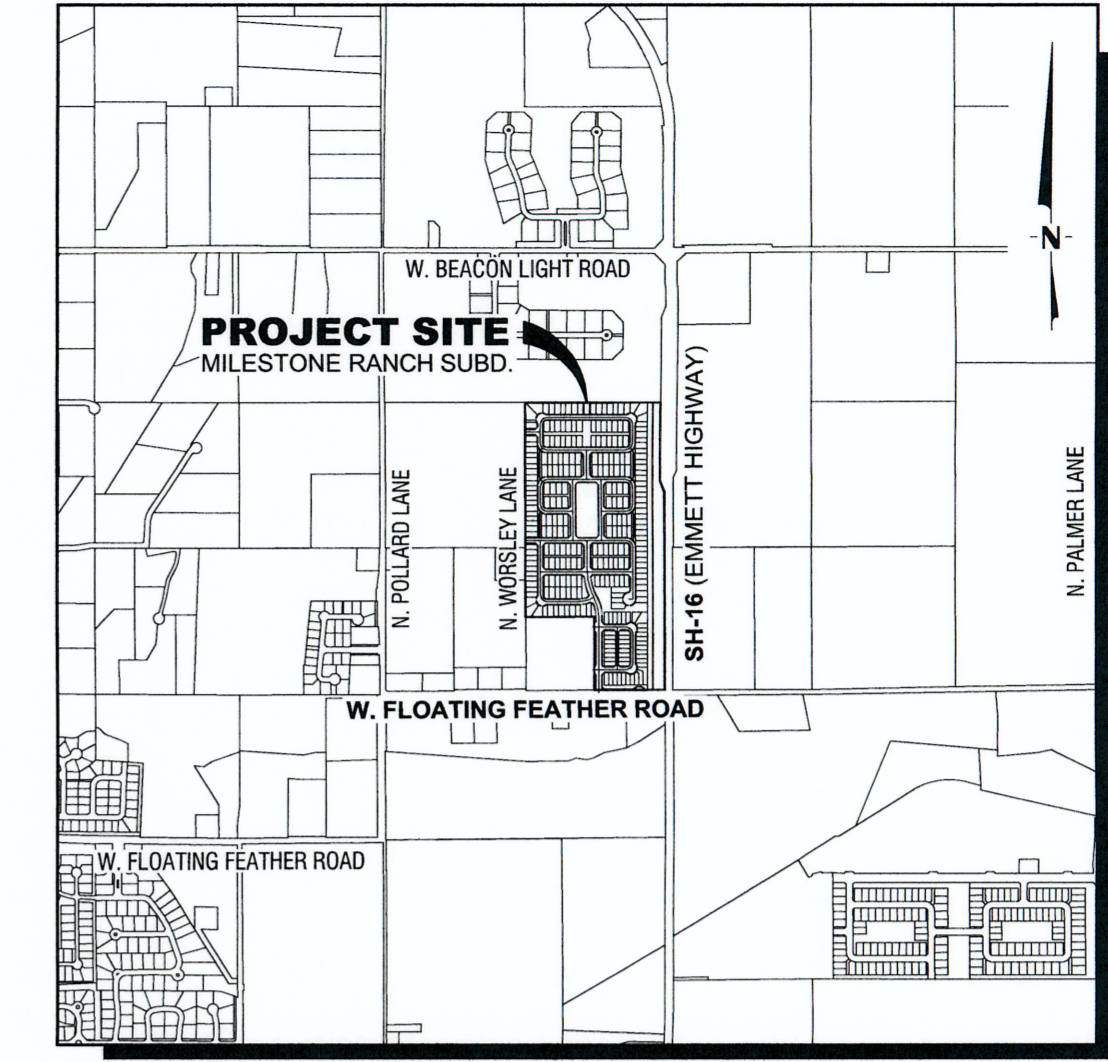
PRELIMINARY PLAT

MILESTONE RANCH SUBDIVISION

ADA COUNTY, IDAHO

A RESUBDIVISION OF LOTS 1, 2, AND 3, BLOCK 1, HOOT NANNEY FARMS SUBDIVISION
 LOCATED WITHIN THE NW 1/4 OF THE SE 1/4, AND THE SW 1/4 OF THE NE 1/4 OF SECTION 4,
 T.4N., R.1W., B.M., ADA COUNTY, IDAHO

2021



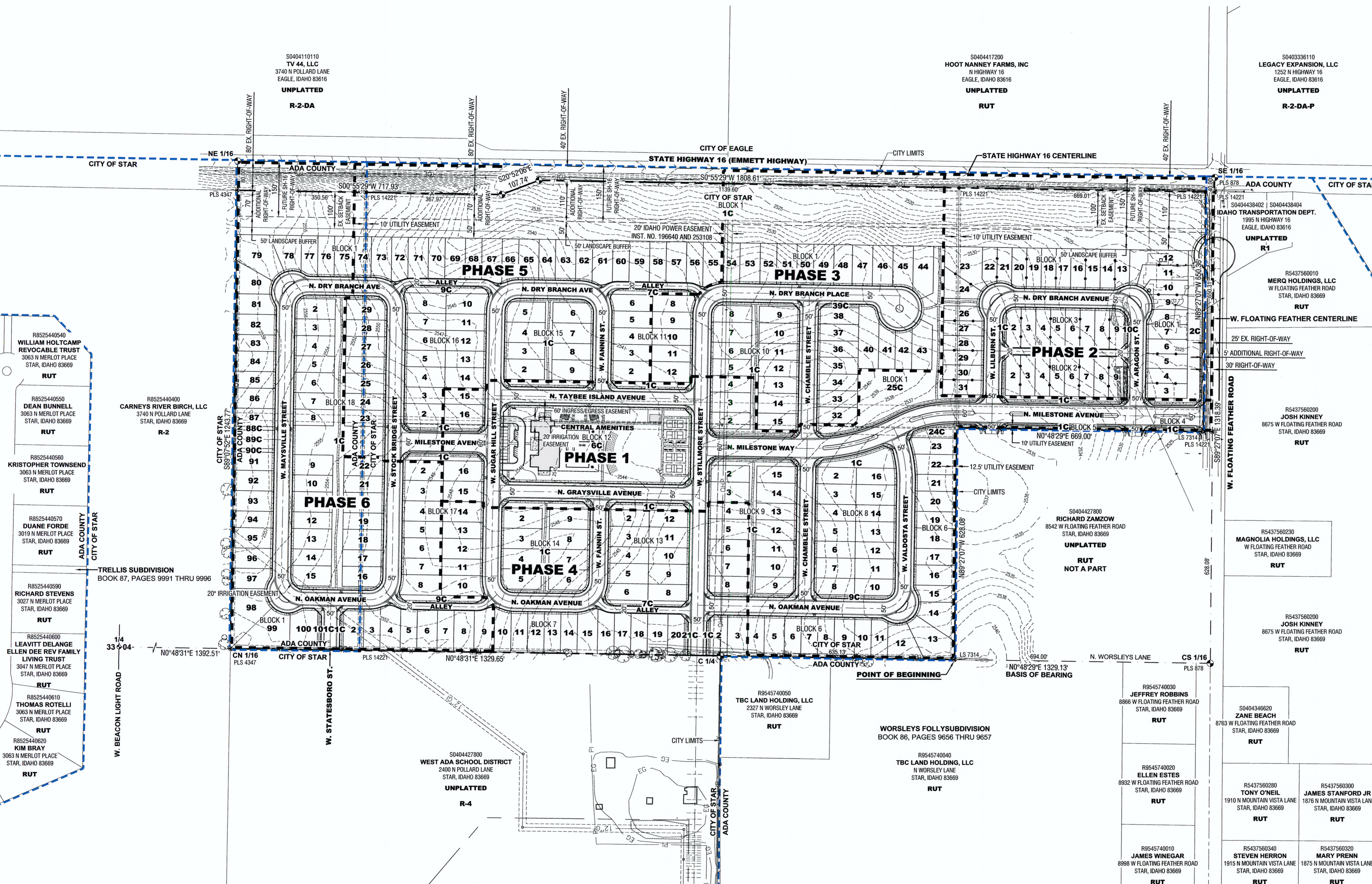
VICINITY MAP
 NOT TO SCALE

PRELIMINARY PLAT NOTES

- SANITARY SEWER AND DOMESTIC WATER SERVICE TO BE PROVIDED BY STAR SEWER AND WATER DISTRICT.
- SUBJECT PROPERTY DOES NOT FALL WITHIN FEMA FLOOD HAZARD ZONES A AND X. SEE FIRM PANEL 160001C0130, DATED JUNE 19, 2020.
- ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE OVER THE TEN (10) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
- UNLESS OTHERWISE SHOWN AND DIMENSIONED, ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE OVER THE FIVE (5) FEET ADJACENT TO ANY INTERIOR SIDE LOT LINE, AND OVER THE TWELVE (12) FEET ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY.
- THIS SUBDIVISION WILL BE SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT WITH THE CITY OF STAR.
- IRRIGATION WATER SHALL BE PROVIDED FROM THE GROUNDWATER RIGHTS WITH IDWR (63-2957) IN COMPLIANCE WITH IDAHO CODE 31-3805(B). LOTS WITHIN THE SUBDIVISION SHALL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND THE INDIVIDUAL LOTS SHALL BE SUBJECT TO IRRIGATION WATER ASSESSMENTS.
- BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF STAR OR AS APPROVED UNDER THE DEVELOPMENT AGREEMENT.
- DIRECT LOT ACCESS TO STATE HIGHWAY 16 AND W. FLOATING FEATHER ROAD IS PROHIBITED. (EXCEPT EMERGENCY VEHICLE ACCESS)
- LOTS 1, 2, 25, 39, 88, 89, 90, 101, BLOCK 1; LOT 1, BLOCK 2; LOTS 1 AND 10, BLOCK 3; LOT 1, BLOCK 4; LOT 1, BLOCK 5; LOTS 1 AND 24, BLOCK 6; LOTS 1 AND 21, BLOCK 7; LOTS 1 AND 9, BLOCK 8; LOT 1, BLOCK 9; LOT 1, BLOCK 10; LOTS 1 AND 7, BLOCK 11; LOT 6, BLOCK 12; LOTS 1 AND 7, BLOCK 13; LOT 1, BLOCK 14; LOT 1, BLOCK 15; LOTS 1 AND 9, BLOCK 16; LOTS 1 AND 9, BLOCK 17; AND LOT 1, BLOCK 18 SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

PRELIMINARY PLAT DATA

TOTAL ACRES	67.00 AC
SINGLE-FAMILY RESIDENTIAL	(46.57%) 31.20 AC
DUPLEX RESIDENTIAL	(6.94%) 4.65 AC
PUBLIC RIGHT-OF-WAY	(21.60%) 14.47 AC
FUTURE SH-16 RIGHT-OF-WAY	(8.85%) 5.93 AC
OPEN SPACE	(16.04%) 10.75 AC
TOTAL LOTS	317
SINGLE-FAMILY RESIDENTIAL LOTS	240
DUPLEX RESIDENTIAL LOTS	44
OPEN SPACE LOTS	33
TOTAL RESIDENTIAL LOTS	284
USEABLE OPEN SPACE	(15.87%) 10.63 AC
CENTRAL AMENITY LOT	2.44 AC
ARTERIAL BUFFERS	3.00 AC
COLLECTOR BUFFERS	0.70 AC
END BLOCK BUFFERS/PATHS	1.24 AC
POCKET PARKS	2.15 AC
MEWS	1.10 AC
LOT AREA DATA	
MINIMUM LOT SIZE (SINGLE-FAMILY)	4,738 SF
MINIMUM LOT SIZE (DUPLEX)	3,906 SF
AVERAGE LOT SIZE	5,498 SF
RESIDENTIAL DENSITY (D _u /AC)	
GROSS RESIDENTIAL DENSITY	4.24
NET RESIDENTIAL DENSITY (EXCLUDES RIGHT-OF-WAY)	6.09
ZONING	
EXISTING: MU, RUT	PROPOSED: R-5-DA
SITE AMENITIES	
CLUB HOUSE, SWIMMING POOL FACILITY, PICKLEBALL COURTS, PICNIC GAZEBO, MEWS, AND MULTI-USE PATHS	

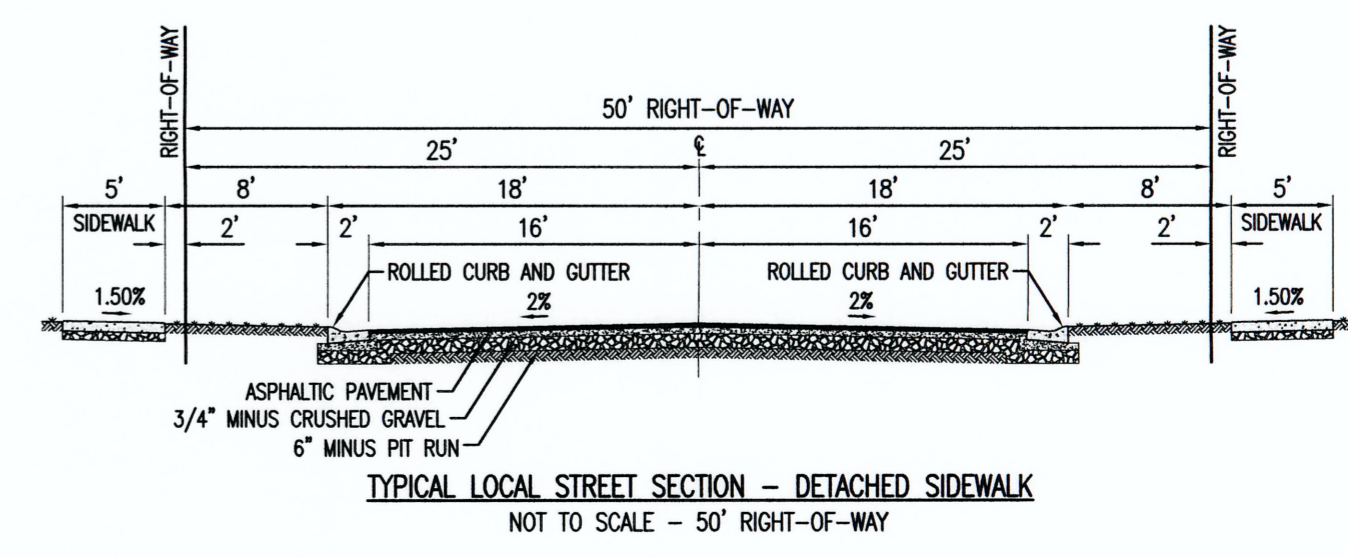
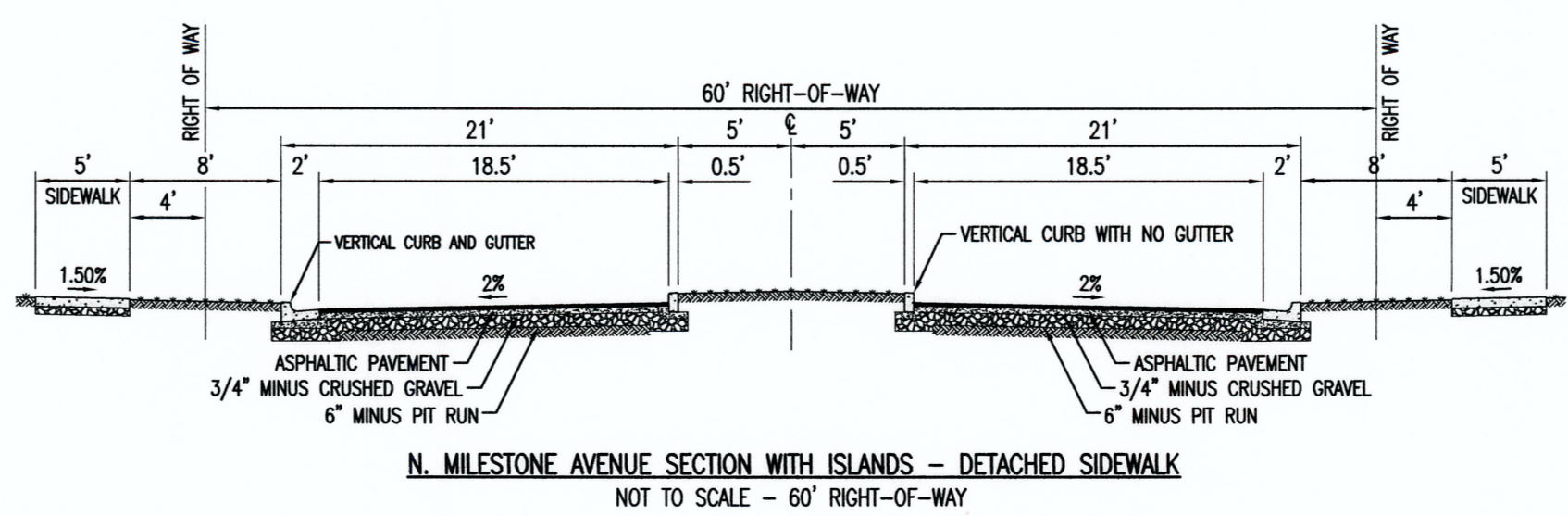


LEGEND

--- BOUNDARY LINE	--- PROPOSED FIRE HYDRANT	--- EXISTING VERTICAL CURB
--- CITY LIMITS BOUNDARY	--- PROPOSED GRAVITY IRRIGATION	--- EXISTING ROLLED CURB
--- PHASING BOUNDARY	--- EXISTING GRAVITY IRRIGATION	--- EXISTING 5' CONTOUR
--- RIGHT-OF-WAY LINE	--- PROPOSED PRESSURE IRRIGATION LINE	--- EXISTING 1' CONTOUR
--- CENTERLINE	--- EXISTING PRESSURE IRRIGATION LINE	--- EXISTING TOP OF BANK
--- PROPERTY LOT LINE	--- PROPOSED WATER MAIN	--- EXISTING BOTTOM OF BANK
--- ZERO LOT LINE	--- EXISTING WATER MAIN	--- EXISTING FENCE LINE
--- PROPOSED EASEMENT LINE	--- SECTION LINE	--- EXISTING OVERHEAD POWER LINE
--- PROPERTY SETBACK LINE	--- EXISTING BOUNDARY LINE	--- EXISTING FIBER OPTIC LINE
--- PROPOSED VERTICAL CURB	--- EXISTING PROPERTY LOT LINE	--- EXISTING GAS LINE
--- PROPOSED ROLLED CURB	--- EXISTING EASEMENT LINE	--- EXISTING TELEPHONE LINE
--- PROPOSED STORM DRAIN LINE AND MANHOLE	--- EXISTING EDGE OF PAVEMENT	
--- PROPOSED SANITARY SEWER LINE	--- EXISTING EDGE OF GRAVEL	
--- EXISTING SEWER LINE AND MANHOLE		

SURVEY LEGEND

● FOUND 5/8" IRON PIN, AS NOTED	--- EXISTING VERTICAL CURB
● FOUND 1/2" IRON PIN, AS NOTED	--- EXISTING ROLLED CURB
● FOUND BRASS CAP MONUMENT	--- EXISTING 5' CONTOUR
● FOUND ALUMINUM CAP MONUMENT	--- EXISTING 1' CONTOUR
● FOUND PK/MAG NAIL	--- EXISTING TOP OF BANK
□ CALCULATED POINT, NOTHING SET	--- EXISTING BOTTOM OF BANK
	--- EXISTING FENCE LINE
	--- EXISTING OVERHEAD POWER LINE
	--- EXISTING FIBER OPTIC LINE
	--- EXISTING GAS LINE
	--- EXISTING TELEPHONE LINE



OWNERS OF RECORD	HOOT NANNEY FARMS, INC. CAROL M. DIXON AND SANDRA A. DIXON 8542 W. FLOATING FEATHER ROAD STAR, IDAHO 83669
DEVELOPER	TOLL SOUTHWEST, LLC 3103 W. SHERIDAN DRIVE, STE. 100 MERIDIAN, IDAHO 83642 PHONE: (208) 424-0020
SURVEYOR	CLINT HANSEN, P.C. LAND SOLUTIONS, PLLC 231 E 5TH STREET, STE A MERIDIAN, IDAHO 83642 PHONE: (208) 788-2940 FAX: (208) 288-2587 EMAIL: clhansen@landolutions.biz
PLANNER	BECKY MCKAY ENGINEERING SOLUTIONS 1029 N. ROSARIO STREET, STE. 100 MERIDIAN, IDAHO 83642 PHONE: (208) 958-0980 FAX: (208) 958-0941 EMAIL: beckymckay@engsol.org
REVISIONS	NO. DESCRIPTION DATE BY
ENGINEERING SOLUTIONS, P.C.	
REGISTERED ENGINEER STATE OF IDAHO MATELVEY M. STROCCHI	
MILESTONE RANCH SUBD. LOCATED WITHIN THE NW 1/4 OF THE SE 1/4, AND THE SW 1/4 OF THE NE 1/4 OF SECTION 4, T.4N., R.1W., B.M.	
PRELIMINARY PLAT	
DATE ISSUED	05/06/2021
PROJECT NO.	201102
DWG. FILE	201102-P-PREL.dwg
SCALE	AS SHOWN
DRAWN BY	KDH
CHECKED BY	BLM
PREL-1	
SHEET	01 OF 02

