

ORDINANCE NO. 351
(FOUNTAIN PARK SUBDIVISION ANNEXATION)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 621 N. PALMER LANE, IN STAR, IDAHO (ADA COUNTY PARECEL S0410315100) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY COREY BARTON; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-5-DA) OF APPROXIMATELY 60.21 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 Mayor and Council, held a public hearing on October 12, 2021 on the proposed annexation and zoning of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested annexation should be granted and that the annexed 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.

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

Legal Description 621 N. Palmer Lane Property

A parcel located in the N ½ of the SW ¼ of Section 10, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being that parcel as formerly described in Grand Deed Instrument No. 2018-055934, records of Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southeast corner of the SW ¼ of said Section 10, from which a 5/8 inch diameter rebar marking the northeast corner of said SW ¼ bears N 0°36'50" E a distance of 2645.92 feet;

Thence N 0°36'50" E along the easterly boundary of said SW ¼ a distance of 1322.96 feet to a 5/8 inch diameter rebar marking the southeast corner of said N ½ of the SW ¼ and the **POINT OF BEGINNING**;

Thence N 89°10'09" W (formerly WEST) along the southerly boundary of said N ½ of the SW ¼ a distance of 2644.72 feet (formerly 160 rods, more or less) to a 5/8 inch diameter rebar marking the southwest corner of said N ½ of the SW ¼;

Thence N 0°34'01" E (formerly NORTH) along the westerly boundary of said N ½ of the SW ¼ a distance of 990.21 feet (formerly 60 rods, more or less) to a point;

Thence leaving said westerly boundary S 89°13'43" E (formerly EAST) a distance of 2645.53 feet (formerly 160 rods, more or less) to a point on the easterly boundary of said N ½ of the SW ¼;

Thence S 0°36'50" W (formerly SOUTH) along said easterly boundary a distance of 992.96 feet (formerly 60 rods, more or less) to the **POINT OF BEGINNING**.

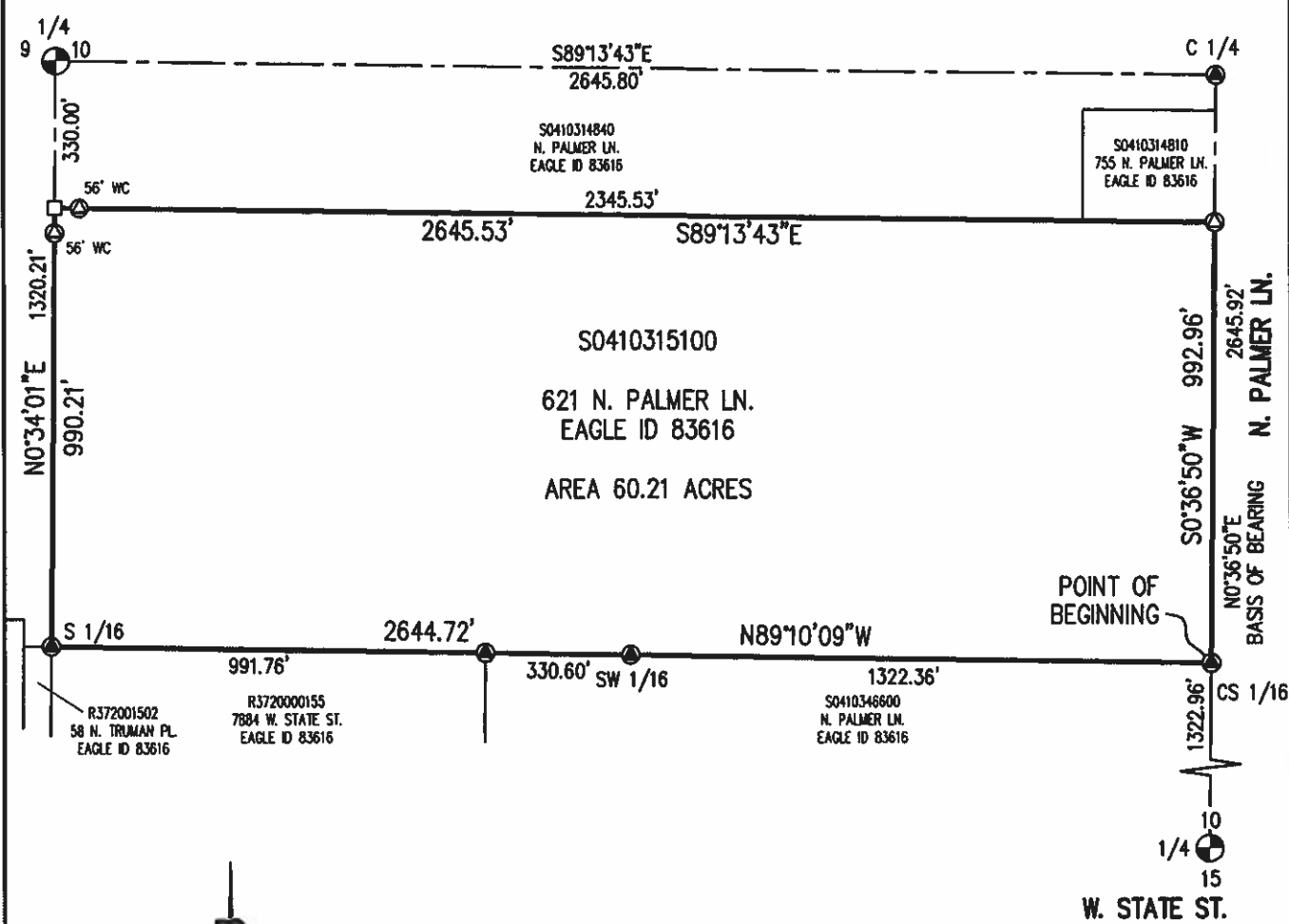
This parcel contains 60.21 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
March 27, 2019



621 N. PALMER LANE - ANNEXATION EXHIBIT

LOCATED IN THE N 1/2 OF THE SW 1/4 OF SECTION 10,
T4N, R1W, BM, ADA COUNTY, IDAHO



LandSolutions
Land Surveying and Consulting

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

DEVELOPMENT AGREEMENT FOUNTAIN PARK 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 Corey Barton, hereinafter referred to as "Owner".

WHEREAS, Owner owns a parcel of land of approximately 60.21 acres in size, currently located within Ada County, zoned RUT and more particularly described in **Exhibit A** of Ordinance 351, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner has requested that the Property be annexed into the City and 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, Owner desires to be assured that they may proceed with allowing its Property to be zoned in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designation for the Property to be zoned in accordance with this Agreement;

WHEREAS, Owner filed with the City of Star, a Request for Annexation and Zoning of the Property with a Zoning Designation of R-5-DA, as File No. AZ-20-19/DA-20-24 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 Owner's 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 Owner, 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 Parcel shown on **Exhibit A**, Owner are allowed to develop approximately 60.21 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 Preliminary Plat/Concept Plan, as set forth in **Exhibit B**, is hereby approved.

2.3 Uses. The Preliminary Plat for Fountain Park Subdivision is hereby approved for a maximum of 251 single-family residential lots (173 single family dwellings, 78 townhomes).

2.4 Setbacks. The development shall follow the setbacks required in the R-5 zoning district for the Residential Uses. Zero-lot-lines are permitted for the townhome lots.

2.5 Additional Requirements:

- Provide a 7-foot sidewalk along Palmer Lane.
- Provide a public pathway easement on the south side of the canal.

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 \$312,380.00 traffic mitigation fee determined, or as may be revised, by the Idaho Transportation Department as follows: the Developer will pay the City \$1,244.00 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 Owner changes or expand 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, Owner 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 Owner 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 Owner. Owner/Developer 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/Permission of Property Owner. Owner shall provide an affidavit or notarized signature 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 Owner, its heirs or assigns or subsequent Owner 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, Owner 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 to its prior, or similar 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 Owner 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. Owner, by entering into this Agreement, do hereby consent to a reversion of the subject property to its prior, or similar 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. 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 Owner, 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 owner 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

Owner: Corey Barton
1977 E. Overland Road
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.

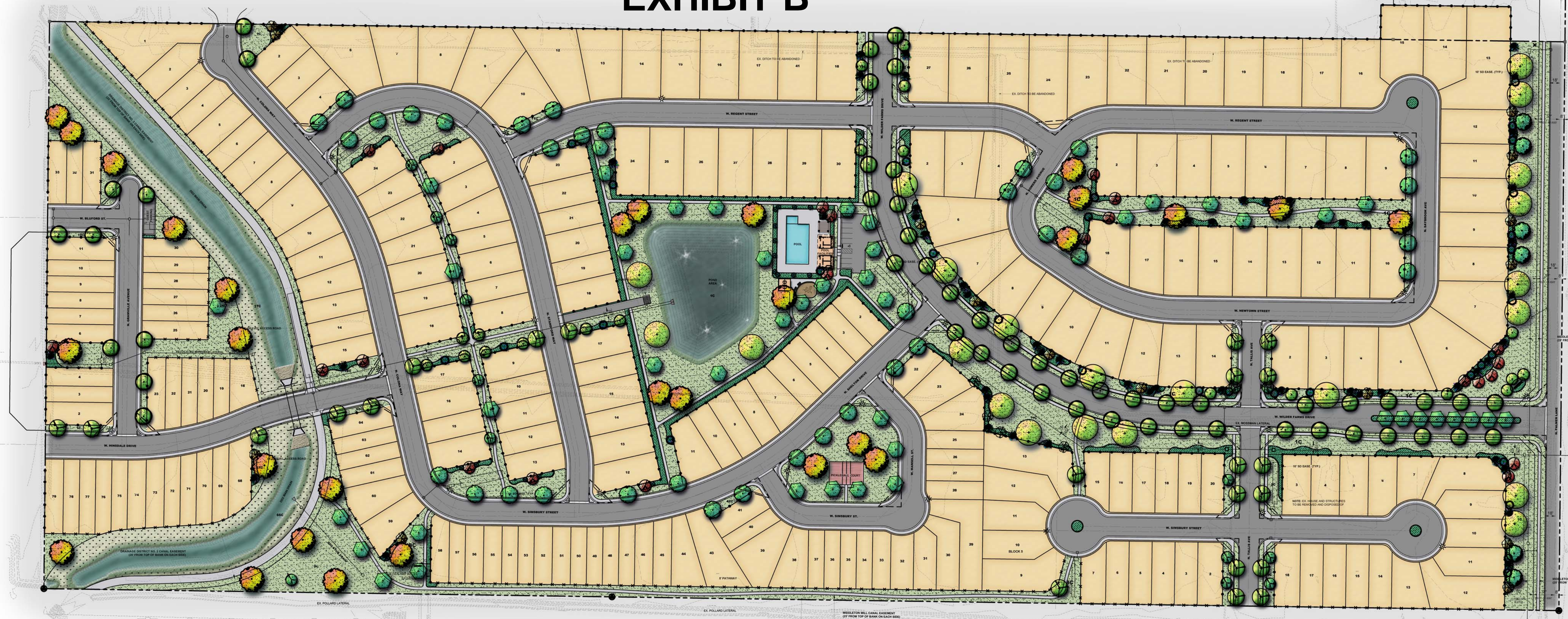
Dated this ____ day _____, 2022.

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

EXHIBIT B



PLANT PALETTE

SYM	COMMON NAME	BOTANICAL NAME	SIZE
EVERGREEN TREES			
	BLACK HILLS SPRUCE	PICEA LAICA 'DENSATA'	6-8' HT B#B
	FAT ALBERT BLUE SPRUCE	PICEA PUNGENS 'FAT ALBERT'	6-8' HT B#B
	MOONLOW JUNIPER	JUNIPERUS SCOPIULORUM 'MOONLOW'	6-8' HT B#B
	NORWAY SPRUCE	PICEA ABIES	6-8' HT B#B
	VANDERWOLFS PINE	PINUS FLEXILIS 'VANDERWOLFS'	6-8' HT B#B
SHADE TREES (CLASS III)			
	BLOODGOOD LONDON PLANETREE	PLATANUS x ACERIFOLIA 'BLOODGOOD'	2" CAL B#B
	SWAMP OAK	QUERCUS BICOLOR	2" CAL B#B
SHADE/STREET TREES (CLASS II)			
	CRIMSON SPIRE OAK	QUERCUS ROBUR x Q. ALBA 'CRIMSMIDT'	2" CAL B#B
	CHANTICLEER PEAR	PYRUS CALLERYANA 'GLEN'S FORM'	2" CAL B#B
	SKYLINE HONEYLOCUST	GLEDITSIA TRIACANTHOS 'INERMIS 'SKYCOLE'	2" CAL B#B
	LITTLELEAF LINDEN	TILIA CORDATA	2" CAL B#B
	TULIP TREE	LIRODENDRON TULIPIFERA	2" CAL B#B
ORNAMENTAL TREES (CLASS I)			
	CANADA RED CHOKECHERRY	PRUNUS VIRGINIANA 'CANADA RED'	6-8' HT. MULTI-STEM
	CRUZAN CRUSADER HAWTHORN	CRATAEGUS CRUS-GALLI 'CRUZAN'	2" CAL B#B
	HOTWINGS MAPLE	ACER TATARICUM 'GARANN'	6-8' HT. MULTI-STEM
	ROYAL RAINDROPS CRABAPPLE	MALUS x 'JFS-KKS'	2" CAL B#B
	SPRING SNOW CRABAPPLE	MALUS 'SPRINGSNOW'	2" CAL B#B
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS			
	BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTRUM'	1 GAL
	BLUE OAT GRASS	HELICTOTRICHON SEMPERVIRENS	1 GAL
	PURPLE CONEFLOWER	JUNIPERUS HORIZONTALIS 'MILTONI'	3 GAL
	RED FLOWER CARPET ROSE	ECHINACEA PURPUREA	1 GAL
	DARTS GOLD NINEBARK	ROSA 'FLOWER CARPET- NOARE'	2 GAL
	STELLA DE ORO DAYLILLY	PHYSOCARPUS OPULIFOLIUS 'DART'S GOLD'	5 GAL
	FINE LINE BUCKTHORN	HEMEROCALLIS 'STELLA D'ORO'	1 GAL
	GRO-LOW SUMAC	RHAMNUS FRAGULA 'RON WILLIAMS'	5 GAL
	HUSKER RED PENSTEMON	RHUS AROMATICA 'GRO-LOW'	5 GAL
	IVORY HALO DOGWOOD	PENSTEMON DIGITALIS 'HUSKER RED'	1 GAL
	KARL FOERSTER REED GRASS	CORNUS ALBA 'BAILHALO'	5 GAL
	MAIDEN GRASS	CALAMAGROSTIS ARUNDINACEA 'K.F.'	1 GAL
	BRACKLIGHTS RED YUCCA	MISCANTHUS SINENSIS 'GRACILLIMUS'	1 GAL
	SUMMERWINE NINEBARK	HESPERALOE PARVIFLORA 'PERPA'	1 GAL
		PHYSOCARPUS OPULIFOLIA 'SEWARD'	5 GAL

LEGEND

SYM	DISCRIPTION
	LAWN (TYP)
	6" VINYL SLAT TOP FENCE (TYP)
	5' OPEN VISION IRON FENCE ADJACENT TO COMMON SPACES (TYP)

DEVELOPMENT DATA

TOTAL AREA	60.52 ACRES
RESIDENTIAL LOTS	173
TOWNHOUSE RESIDENTIAL	70
OPEN SPACE LOTS	27
TOTAL LOTS	270
USEABLE OPEN SPACE	10.46 ACRES (10.11%)
EXISTING ZONING	RUT
PROPOSED ZONING	R-5

NOTES

- ALL LANDSCAPE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF STAR ORDINANCE REQUIREMENTS.
- ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- TREES SHALL NOT BE PLANTED WITHIN THE 10-FOOT CLEAR ZONE OF ALL STORM DRAIN PIPE, STRUCTURES, OR FACILITIES. SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM. ALL SHRUBS PLANTED OVER OR ADJACENT TO SEEPAGE BEDS TO HAVE A ROOT BALL THAT DOES NOT EXCEED 18" IN DIAMETER. NO LAWN SOD TO BE PLACED OVER DRAINAGE SHALE SAND WINDOWS.
- NO TREES SHALL IMPEDE THE 40' VISION TRIANGLES AT ALL INTERSECTIONS. NO CONIFEROUS TREES OR SHRUBS OVER 3' HIGH AT MATURITY WILL BE LOCATED WITHIN VISION TRIANGLE OR ROW. AS TREES MATURE, THE OWNER SHALL BE RESPONSIBLE FOR PRUNING TREE CANOPIES TO MEET REQUIREMENTS FOR MAINTAINING CLEAR VISIBILITY WITHIN 40' STREET AND DEPARTURE VISION TRIANGLE. TREES SHALL BE PLANTED NO CLOSER THAN 50' FROM INTERSECTION STOP SIGNS.
- CLASS II TREES AND LANDSCAPE IN FRONT OF BUILDING LOTS ON INTERIOR STREETS TO BE COMPLETED DURING CONSTRUCTION ON THESE LOTS. TREE LOCATIONS MAY BE ALTERED TO ACCOMMODATE DRIVEWAYS AND UTILITIES. TREES MUST BE CLASS II AND SHALL NOT BE PLANTED WITHIN 5' OF WATER METERS OR UNDERGROUND UTILITY LINES. BUILDER SHALL BE REQUIRED TO INSTALL STREET TREES 5' FROM BACK OF SIDEWALK EVERY 35' ADJACENT TO ALL BUILDABLE HOME LOTS PRIOR TO OCCUPANCY. TREE SPACING, QUANTITIES, AND PLACEMENT TO BE ADJUSTED FOR DRIVEWAYS AND UTILITY CONFLICTS. TREES TO BE SELECTED FROM SHADE/STREET TREES (CLASS II) LISTED IN PLANT SCHEDULE AS SHOWN ON THIS SHEET.
- PLANT LIST IS REPRESENTATIVE AND SUBJECT TO ADDITIONS AND/OR SUBSTITUTIONS OF SIMILAR SPECIES THAT ARE SUBJECT TO CITY FORESTER'S PRE-APPROVAL. PLANTING BED DESIGN AND QUANTITIES MAY BE ALTERED DURING FINAL PLAT LANDSCAPE PLAN DESIGN. BURLAP AND WIRE BASKETS TO BE REMOVED FROM ROOT BALL AS MUCH AS POSSIBLE, AT LEAST HALFWAY DOWN THE BALL OF THE TREE. ALL NYLON ROPES TO BE COMPLETELY REMOVED FROM TREES.
- EXISTING TREES ADJACENT TO DRAINS SHALL BE RETAINED.

LANDSCAPE CALCULATIONS

COLLECTOR: TWO (2) SHADE TREES AND TWO (2) EVERGREEN TREES PER 100' LINEAR FEET.

LOCATION	BUFFER WIDTH	LENGTH	REQUIRED	PROVIDED
N. PALMETTO LANE	50'	432' / 100' =	14 TREES	20 TREES (14 SHADE TREES + 12 ORNAMENTAL TREES) 20 EVERGREENS
N. WILDER FARMS DR. (NORTH SIDE)	25'	1350' / 100' =	27 TREES	32.5 TREES (27 SHADE TREES + 11 ORNAMENTAL TREES) 27 EVERGREENS
N. WILDER FARMS DR. (SOUTH SIDE)	25'	IRRIGATION EASEMENT NO TREE PERMITTED		
COMMON OPEN SPACE				275 TREES
TOTAL NUMBER OF TREES:				306 TREES

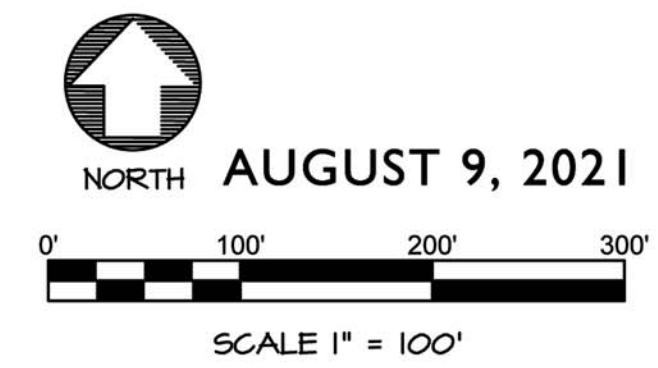
FOUNTAIN PARK SUBDIVISION

STAR, IDAHO

PRELIMINARY PLAT LANDSCAPE PLAN

DEVELOPER
CHALLENGER
DEVELOPMENT, INC.
1977 E. OVERLAND ROAD
MERIDIAN, ID 83642
Phone (208) 288-5560

PLANNER/CONTACT
ENGINEERING SOLUTIONS
BECKY McKAY
1029 N. ROSARIO ST., STE 100
MERIDIAN, ID 83642
Phone (208) 938-0980



JENSENBELTS
ASSOCIATES
Site Planning / Landscape Architecture
1509 Tyrell Lane, Ste 130 Boise, ID 83706
Ph. (208) 949-7175 www.jensenbelts.com

LEGEND

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

PRELIMINARY PLAT

FOUNTAIN PARK SUBDIVISION

STAR, IDAHO

N 1/2 OF THE SW 1/4, SECTION 10,
T.4N., R.1W., B.M., ADA COUNTY, IDAHO

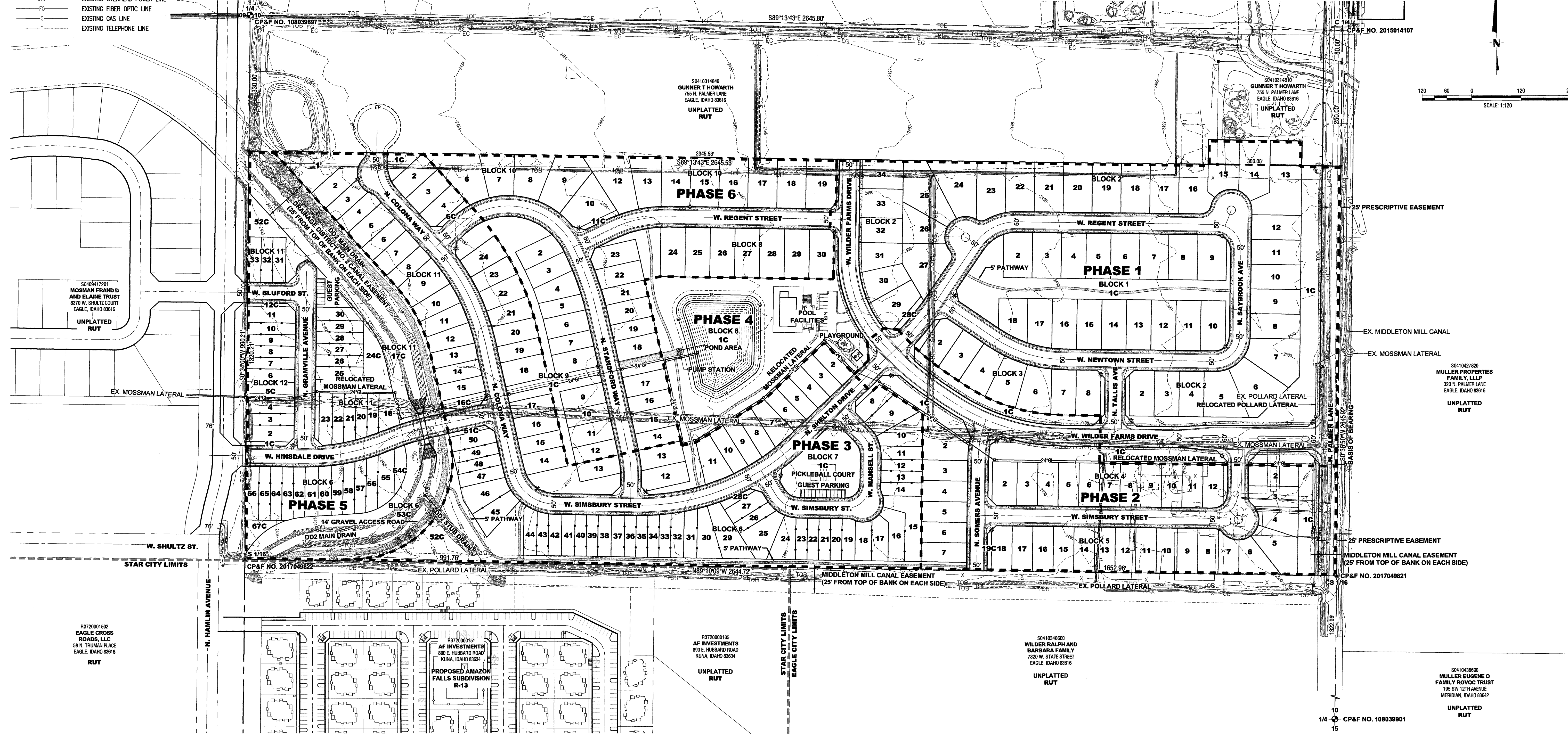
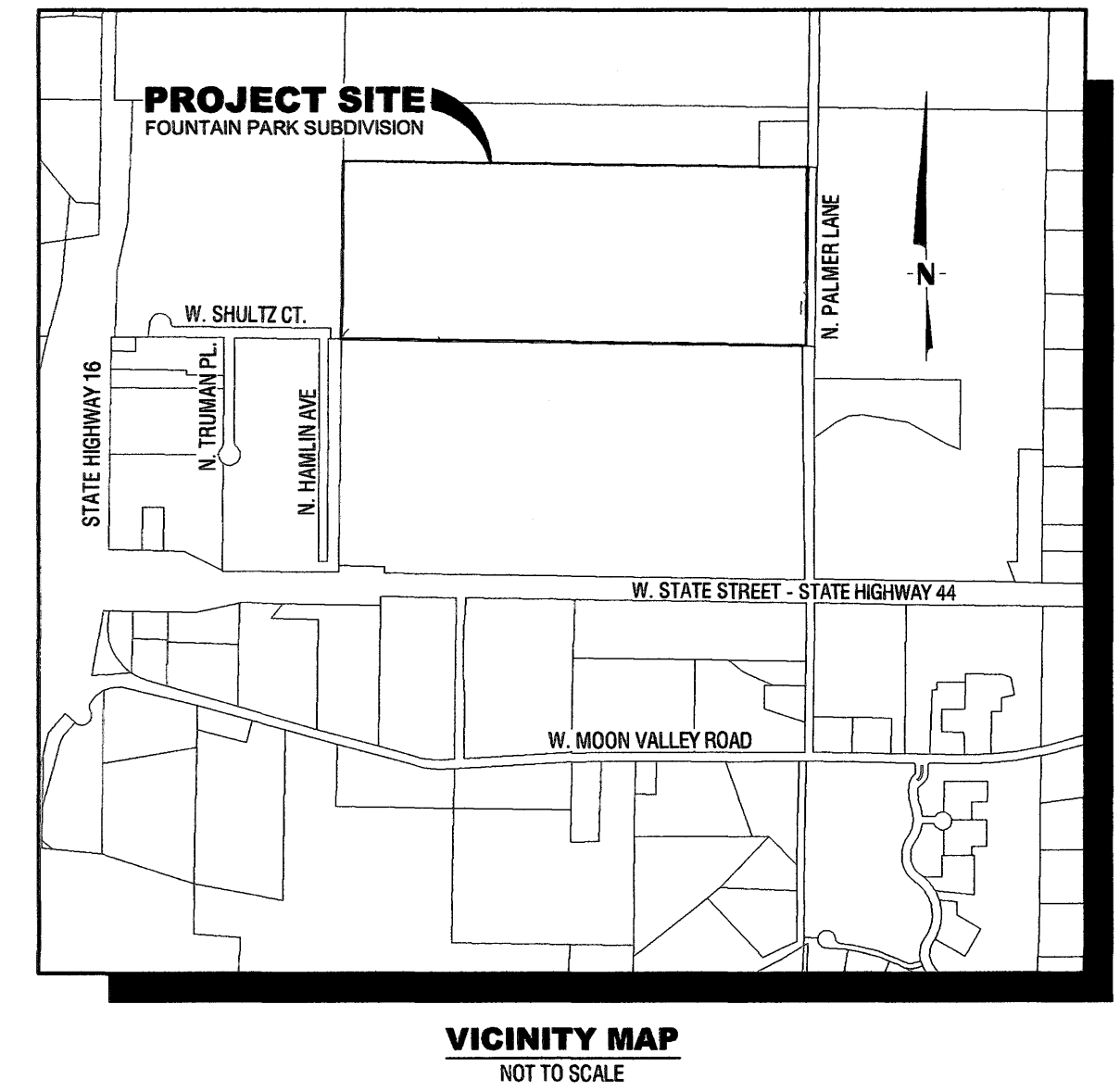
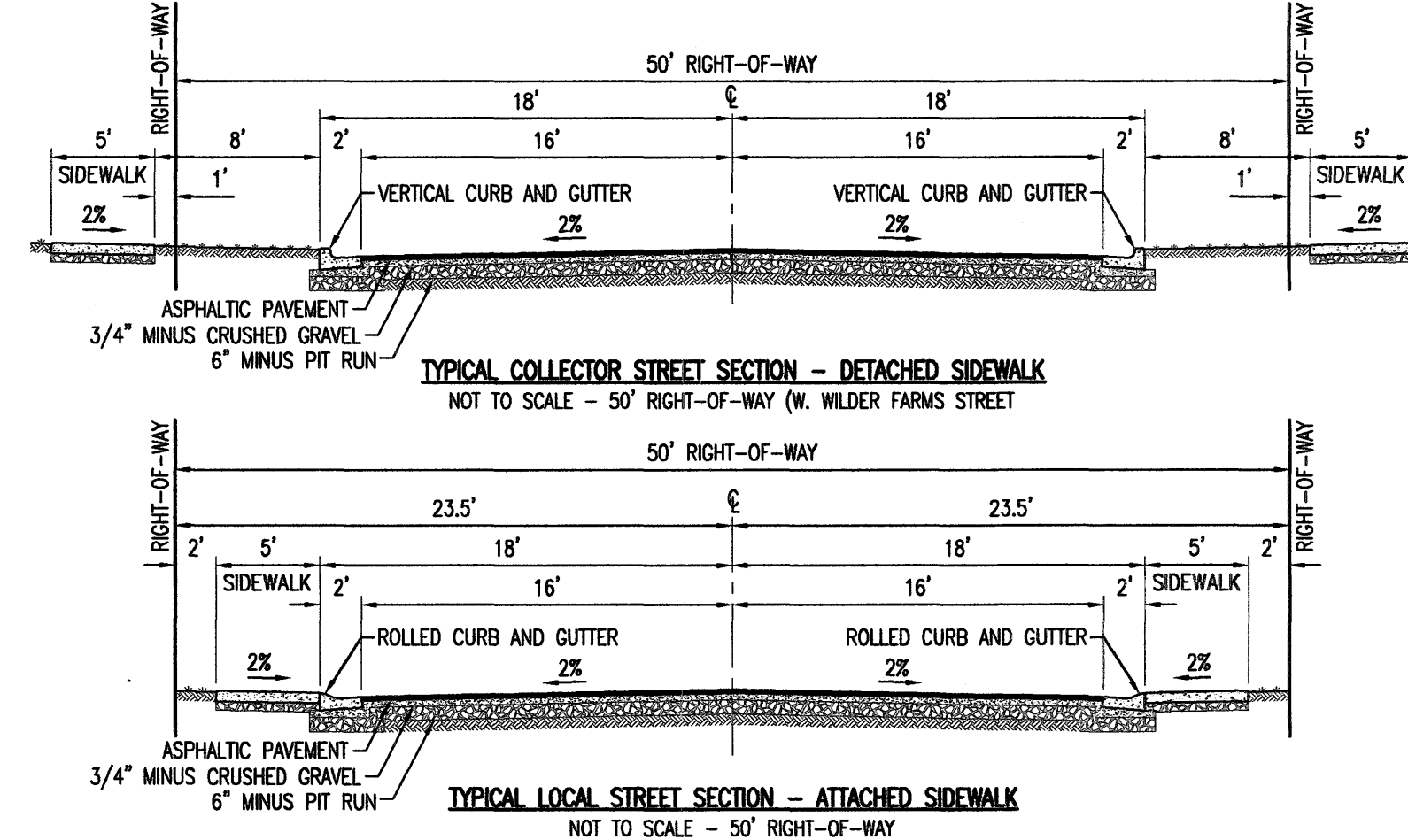
2021

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 1600010130A, 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 MIDDLETON MILL IRRIGATION DISTRICT 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.
- DIRECT LOT ACCESS TO N. PALMER LANE IS PROHIBITED, (EXCEPT EMERGENCY VEHICLE ACCESS)
- LOT 1, BLOCK 1; LOTS 1 AND 28, BLOCK 2; LOT 1, BLOCK 3; LOT 1, BLOCK 4; LOTS 1 AND 19, BLOCK 5; LOTS 1, 28, 51, 52, 54, AND 67, BLOCK 6; LOT 1, BLOCK 7; LOT 1, BLOCK 8; LOT 1, BLOCK 9; LOTS 1, 5 AND 11, BLOCK 10; LOTS 16, 17, 24, AND 30, BLOCK 11; AND LOTS 1, 5 AND 12, BLOCK 12, SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

PRELIMINARY PLAT DATA

TOTAL ACRES	60.52 AC	OTHER OPEN SPACE	3.70 AC
SINGLE-FAMILY RESIDENTIAL	(42.68%) 25.83 AC	END BLOCK BUFFERS	(0.43%) 0.26 AC
TOWNHOUSE RESIDENTIAL	(11.15%) 6.75 AC	DO NO. 2 DRAIN/PATHWAY	(5.52%) 3.34 AC
PUBLIC RIGHT-OF-WAY	(20.24%) 12.25 AC	MISCELLANEOUS LOTS	(0.17%) 0.10 AC
N. PALMER LANE RIGHT-OF-WAY	(1.70%) 1.03 AC		
OPEN SPACE	(24.22%) 14.66 AC		
TOTAL LOTS	278	EXISTING: RUT	PROPOSED: R-5
SINGLE-FAMILY RESIDENTIAL LOTS	173	GRASSLAND DENSITY	4.15
TOWNHOUSE RESIDENTIAL LOTS	78	NET RESIDENTIAL DENSITY	7.70
OPEN SPACE LOTS	27		
LOT DISTRIBUTION	251	LOT AREA DATA	
TOWNHOUSE LOTS	(31.08%) 78	MINIMUM LOT SIZE (SINGLE-FAMILY)	4,200 SF
40' WIDE SINGLE-FAMILY LOTS	(13.95%) 35	MINIMUM LOT SIZE (TOWNHOUSE)	2,800 SF
50' WIDE SINGLE-FAMILY LOTS	(23.90%) 60	AVERAGE LOT SIZE	5,552 SF
60' WIDE SINGLE-FAMILY LOTS	(19.12%) 48		
70' WIDE SINGLE-FAMILY LOTS	(11.95%) 30	SITE AMENITIES	
USEABLE OPEN SPACE	(18.11%) 10.96 AC	SWIMMING POOL FACILITY, PLAYGROUND EQUIPMENT, PICKLEBALL COURT, PICNIC GAZEBO, POND, AND MULTI-USE PATHS	
CENTRAL AMENITY AREA	(5.91%) 3.58 AC		
LINEAR OPEN SPACE	(1.70%) 1.03 AC		
COLLECTOR BUFFERS	(4.36%) 2.64 AC		
POCKET PARK	(0.34%) 0.57 AC		
NEW OPEN SPACE	(1.62%) 0.98 AC		
POLLARD LATERAL PATHWAY	(2.15%) 1.30 AC		
TOWNHOUSE OPEN SPACE	(1.42%) 0.86 AC		



OWNERS OF RECORD
OPEN DOOR RENTALS, LLC
1977 E. OVERLAND ROAD
MERIDIAN, IDAHO 83642
PHONE: (208) 288-9560

DEVELOPER
CHALLENGER DEVELOPMENT, INC
1977 E. OVERLAND ROAD
MERIDIAN, IDAHO 83642
PHONE: (208) 288-9560

PLANNER
BECKY MCKAY
ENGINEERING SOLUTIONS
1029 N. ROSARIO STREET, STE. 100
MERIDIAN, IDAHO 83642
PHONE: (208) 598-0980
FAX: (208) 598-0941
EMAIL: beekym@engsol.org



NO.	DESCRIPTION	DATE	BY

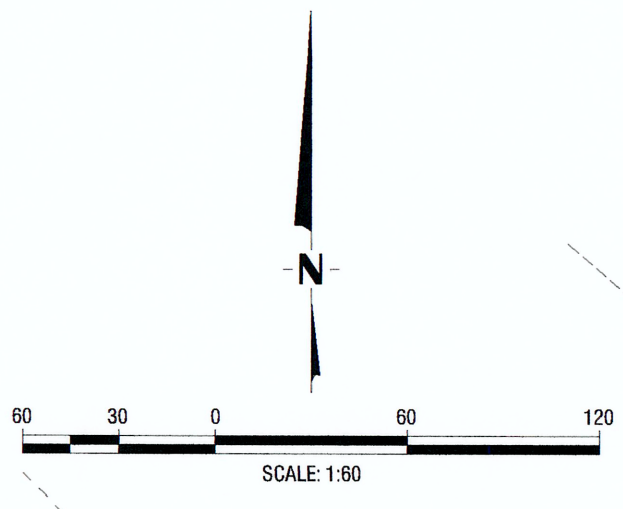
ENGINEERING SOLUTIONS, LP
1029 N. ROSARIO STREET, SUITE 100
MERIDIAN, IDAHO 83642
PHONE: (208) 598-0980 FAX: (208) 598-0941

FOUNTAIN PARK SUBDIVISION
LOCATED IN THE N 1/2 OF THE SW 1/4 OF SECTION 10, T.4N., R.1W., B.M.

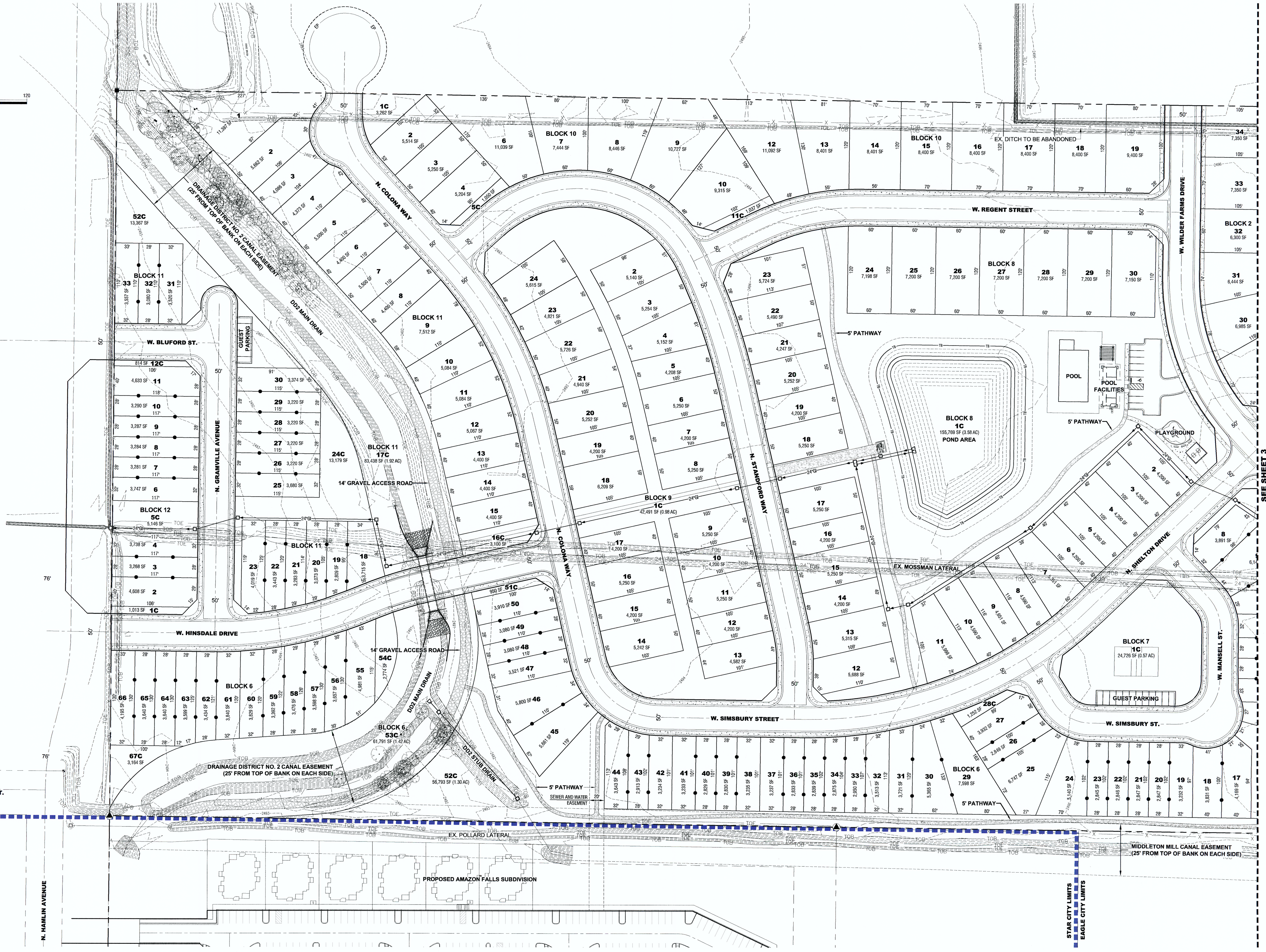
PRELIMINARY PLAT

DATE ISSUED	04/21/2021
PROJECT NO.	191204
DWG. FILE	191204-P-PREL.dwg
SCALE	AS SHOWN
DRAWN BY	KDH
CHECKED BY	BLM

PREL-1
SHEET 01 OF 03

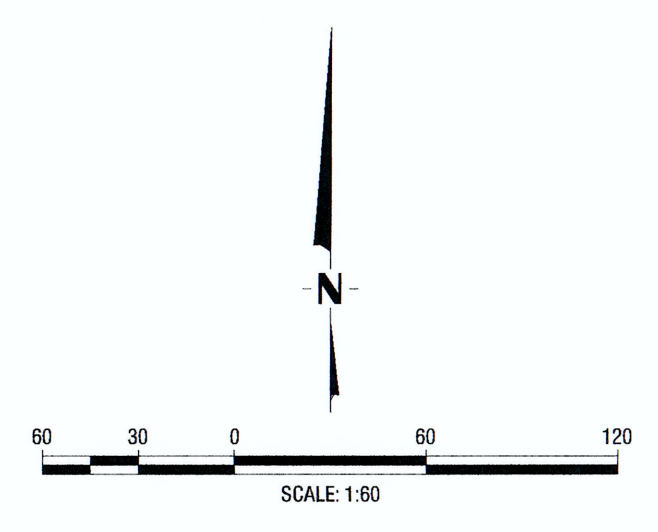
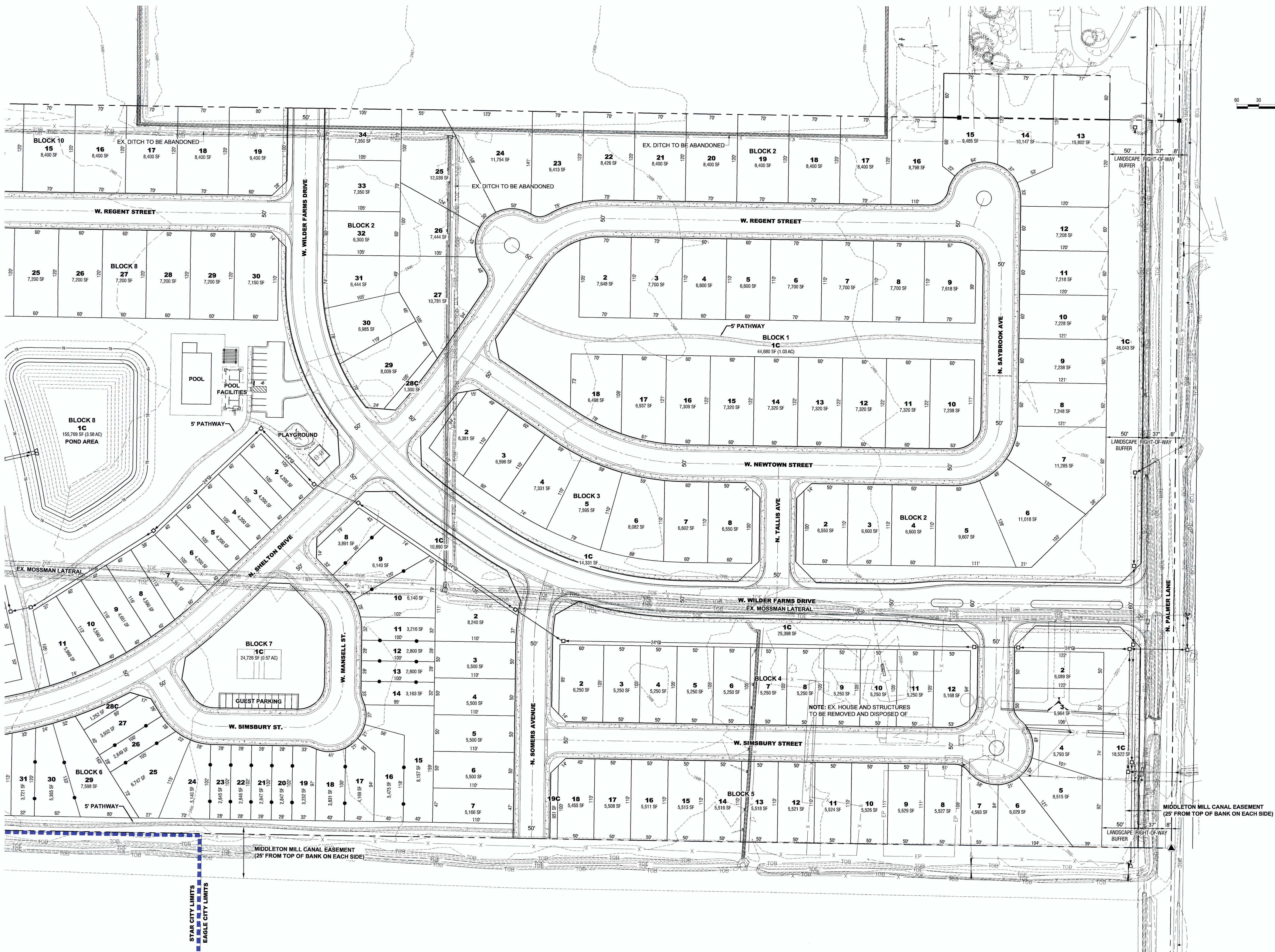


SCALE: 1/80



OWNERS OF RECORD OPEN DOOR RENTALS, LLC 1977 E. OVERLAND ROAD MERIDIAN, IDAHO 83642 PHONE: (208) 288-5560	
DEVELOPER CHALLENGER DEVELOPMENT, INC 1977 E. OVERLAND ROAD MERIDIAN, IDAHO 83642 PHONE: (208) 288-5560	
PLANNER BECKY MCKAY ENGINEERING SOLUTIONS 1029 N. ROSARIO STREET, STE. 100 MERIDIAN, IDAHO 83642 PHONE: (208) 358-0980 FAX: (208) 358-0941 EMAIL: beckym@engsol.org	
REVISIONS	DATE BY
NO. DESCRIPTION	
ENGINEERING SOLUTIONS LP 1029 N. ROSARIO STREET, SUITE 100 MERIDIAN, IDAHO 83642 PHONE: (208) 358-0980 FAX: (208) 358-0941	
FOUNTAIN PARK SUBDIVISION LOCATED IN THE N 1/2 OF THE SW 1/4 OF SECTION 10, T. 4N., R. 1W., B.M.	
PRELIMINARY PLAT	
DATE ISSUED: 04/21/2021 PROJECT NO.: 191204 DWG. FILE: 191204-P-PREL.dwg SCALE: AS SHOWN DRAWN BY: KDH CHECKED BY: BLM	
PREL-2 SHEET 02 OF 03	

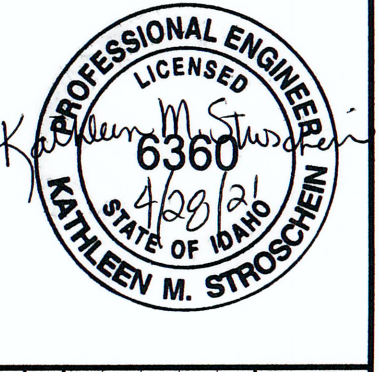
SEE SHEET 3



OWNERS OF RECORD
 OPEN DOOR RENTALS, LLC
 1977 E. OVERLAND ROAD
 MERIDIAN, IDAHO 83642
 PHONE: (208) 286-5560

DEVELOPER
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NO.	DESCRIPTION	DATE	BY

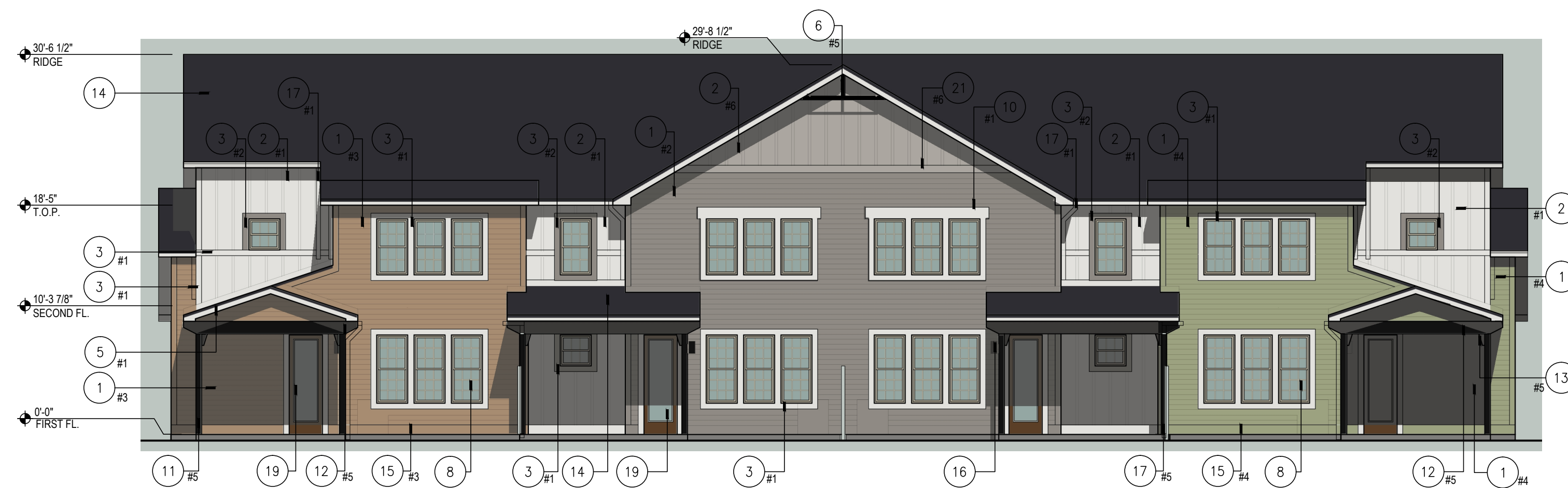
ENGINEERING SOLUTIONS, LLP
 1029 N. ROSARIO STREET, SUITE 100
 MERIDIAN, IDAHO 83642
 PHONE: (208) 393-9386 FAX: (208) 393-9384

FOUNTAIN PARK SUBDIVISION
 LOCATED IN THE N 1/2 OF THE SW 1/4 OF SECTION 10, T.4N., R. 1W., B.M.
 PRELIMINARY PLAT

DATE ISSUED: 04/21/2021
 PROJECT NO.: 191204
 DWG. FILE: 191204-P-PREL.dwg
 SCALE: AS SHOWN
 DRAWN BY: KDH
 CHECKED BY: BLM

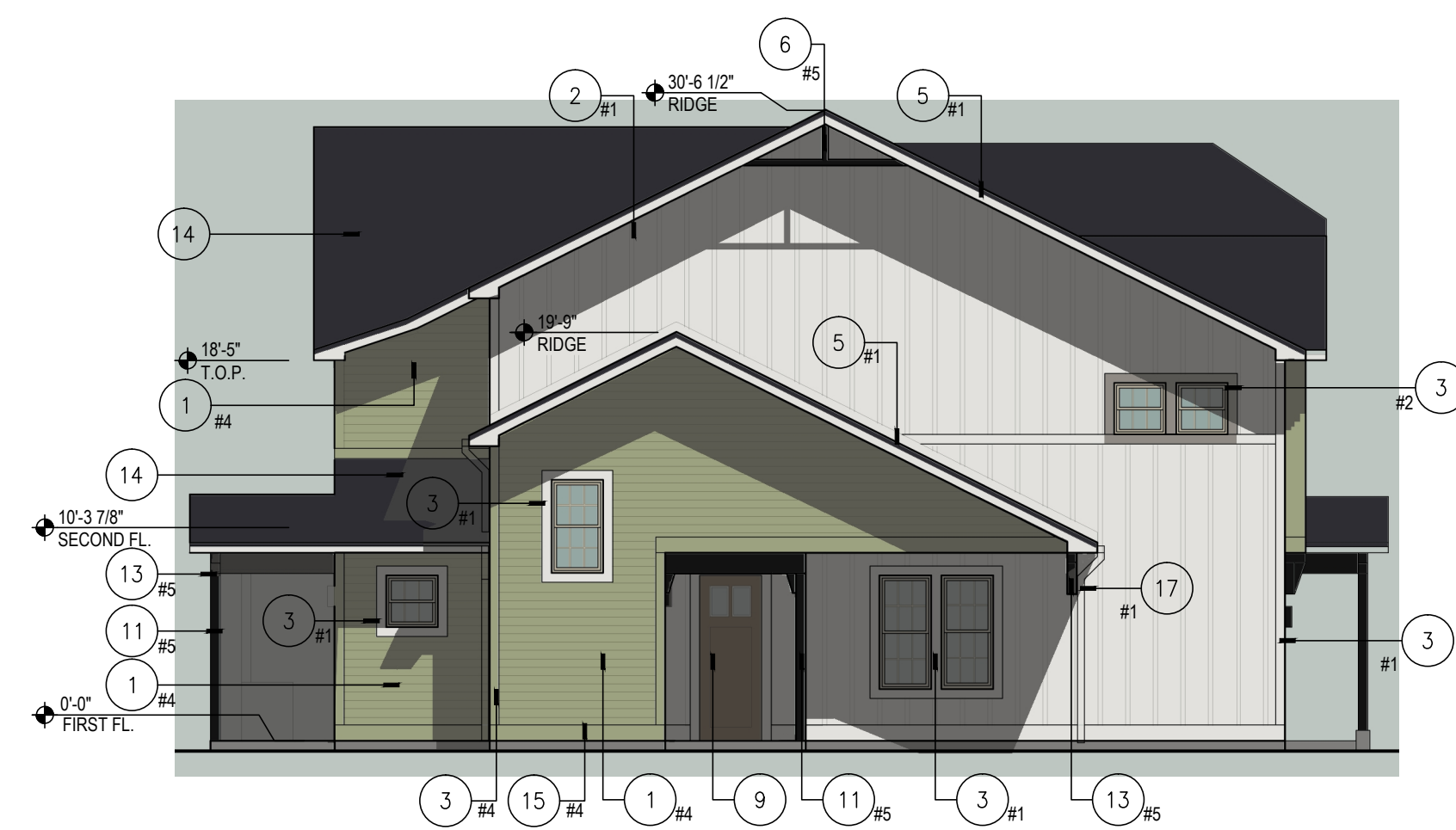
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 SHEET 03 OF 03

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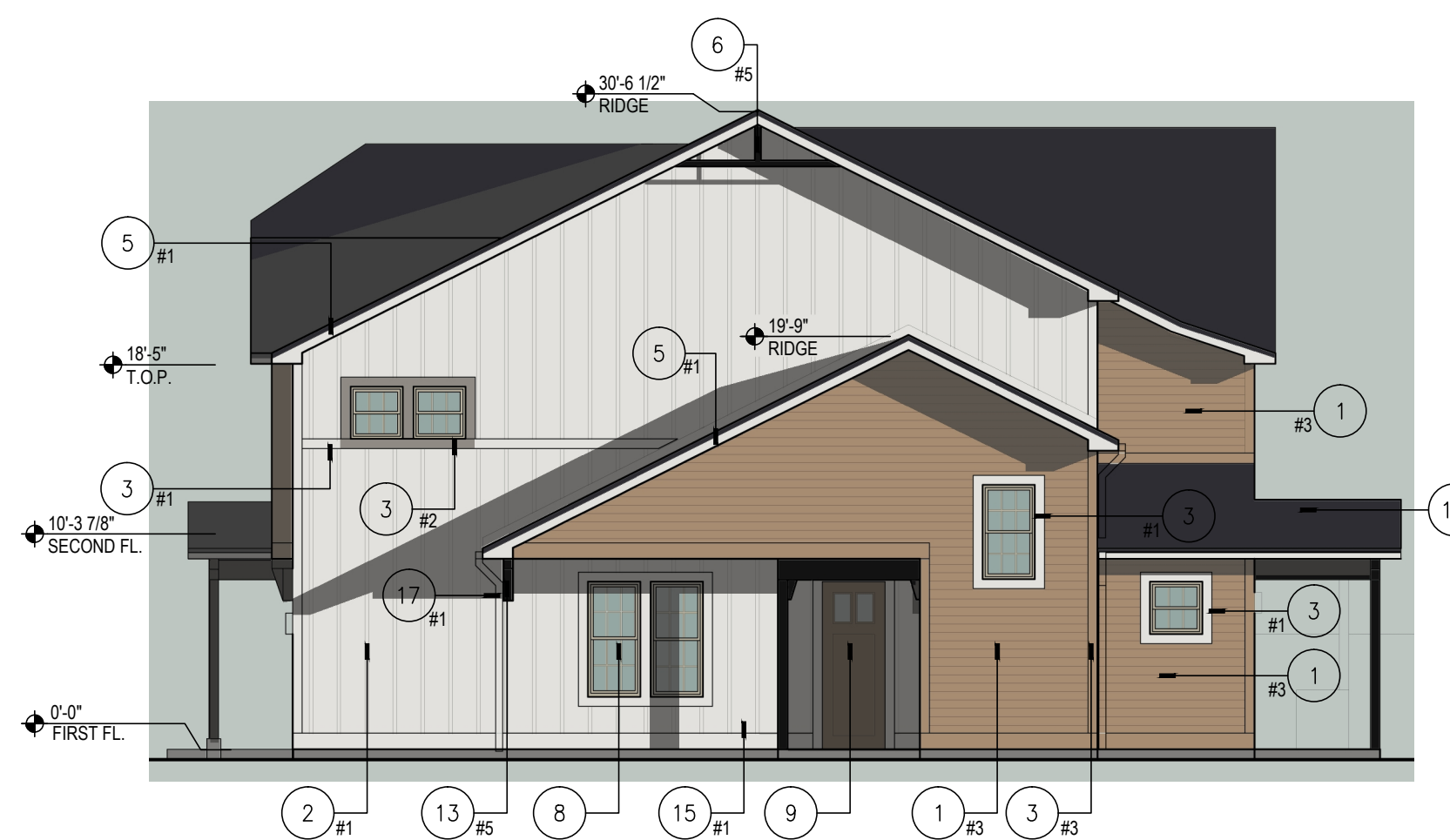
Rear Elevation

scale: 1/8" = 1'-0"



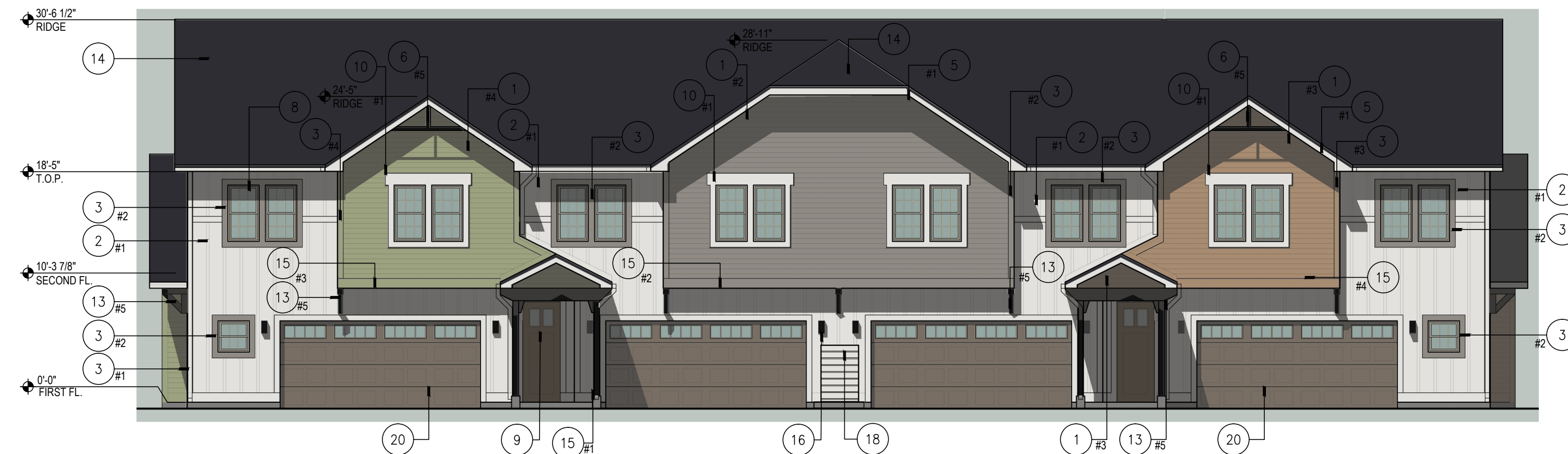
Left Elevation

scale: 1/8" = 1'-0"



Right Elevation

scale: 1/8" = 1'-0"



Front Elevation

scale: 1/8" = 1'-0"

SHEET NOTES #

- LAP SIDING LP SmartSide: SMOOTH FINISH, 5.84" (4.84" EXPOSED) X .375", COLOR AS INDICATED.
- VERTICAL SIDING LP SmartSide: CEDAR FINISH, 15.94" X .315", NO GROOVE, WITH 2.7" X .625" REVERSIBLE TRIM AT 16" O.C. COLOR AS INDICATED.
- TRIM LP SmartSide: 5.5" X .625", SMOOTH FINISH, COLOR AS INDICATED.
- FASCIAS LP SmartSide: 7.21" X .625" CUT TO 6" VERTICAL, SMOOTH FINISH, COLOR AS INDICATED.
- RAKES LP SmartSide: 7.21" X .625", SMOOTH FINISH, COLOR AS INDICATED.
- GABLE TRIM LP SmartSide: 3.5" X .625", SMOOTH FINISH, COLOR AS INDICATED.
- SOFFIT LP SmartSide: SMOOTH FINISH, CUT TO WIDTH, VENTILATED
- WINDOWS: CASCADE VINYL SINGLE HUNG AND CASEMENT, "CLAY" EXTERIOR FINISH, "FLAT" GRID PROFILE
- ENTRY DOORS: THERMA-TRU PAINTED FIBERGLASS, "CLASSIC CRAFT AMERICAN STYLE" CCA8220-SPL, COLOR: DRIFTWOOD
- HEAD TRIM LP SmartSide: 11.21" X .625", SMOOTH FINISH, COLOR AS INDICATED.
- COLUMNS: PAINTED WOOD, COLOR AS INDICATED.
- BEAM: PAINTED WOOD, COLOR AS INDICATED.
- BRACKET: PAINTED WOOD, COLOR AS INDICATED.
- ASPHALT SHINGLE ROOFING, PASCO 30-YEAR OR SIMILAR, COLOR: ANTIQUE BLACK
- BASE TRIM LP SmartSide: 9.21" X .910", SMOOTH FINISH, COLOR AS INDICATED.
- LANTERN STYLE LIGHT FIXTURE.
- GUTTERS AND DOWNSPOUTS, COLOR AS INDICATED.
- GAS METER SCREEN/OPENABLE: 3" WIDE X 4'-6" TALL, LP SmartSide: 5.5" X .625" SMOOTH FINISH TRIM RAN HORIZONTAL WITH 1" SPACE BETWEEN. PAINT TO MATCH WALL SIDING BEHIND.
- PATIO DOOR.
- GARAGE DOORS: AMARR OAK SUMMIT, S2000 SERIES INSULATED STEEL, "B830 BEAD BOARD LONG PANEL THAMES" COLOR: TERRATONE.
- TRIM LP SmartSide: 7.21" X .625", SMOOTH FINISH, COLOR AS INDICATED.

MATERIAL/COLOR SCHEDULE:

-  MATERIAL: AS INDICATED
COLOR #1: SW6070/HERON PLUME
-  MATERIAL: AS INDICATED
COLOR #2: SW7018/DOVETAIL
-  MATERIAL: AS INDICATED
COLOR #3: SW2823/ROOKWOOD CLAY
-  MATERIAL: AS INDICATED
COLOR #4: SW2826/COLONIAL REVIVAL GREEN
-  MATERIAL: AS INDICATED
COLOR #5: SW6988/BOHEMIAN BLACK
-  MATERIAL: AS INDICATED
COLOR #6: SW7017/DORIAN GRAY
-  MATERIAL: GARAGE DOORS
COLOR: TERRATONE
-  MATERIAL: ENTRY DOOR
COLOR: DRIFTWOOD
-  MATERIAL: VINYL WINDOWS
COLOR: CLAY



MCKIBBEN + COOPER ARCHITECTS

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NOT FOR CONSTRUCTION

ISSUE/REVISION

MCKC JOB NO. 1979a400

DATE 24 FEB 2020
SCALE AS INDICATED
DRAWN CMS
CHECKED DGS

DESIGN REVIEW

Corey Barton Homes
Union Square Townhomes
Union Square Subdivision No.4 - Lots 34-37, Lots 38-41
Boise, Idaho

Elevations
Lot 34, 35, 36 and 37

Front Perspective - Right Side Corner



Front Perspective - Left Side Corner



COREY BARTON HOMES

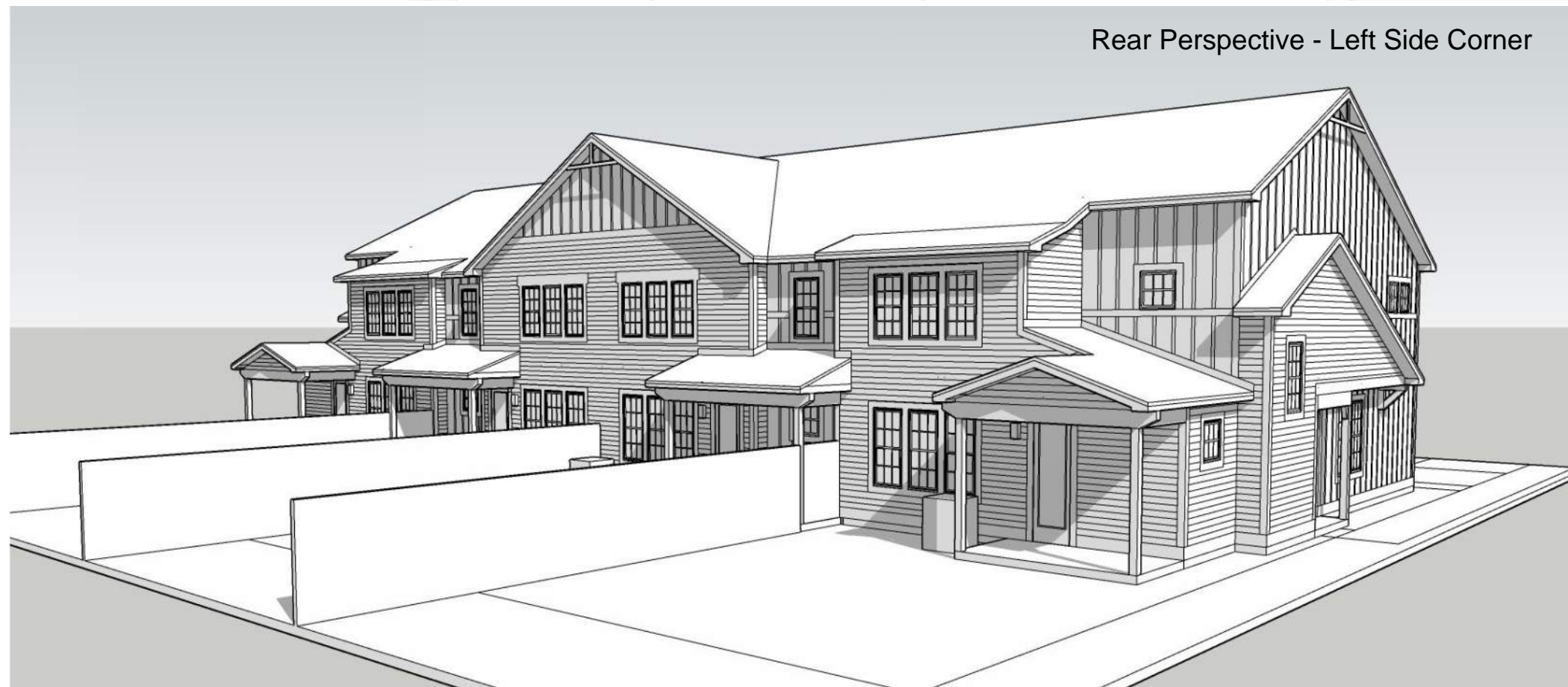
Union Square Townhomes
Union Square Subdivision No. 4
Lots 34-37 and 38-41



Rear Perspective - Right Side Corner



Rear Perspective - Left Side Corner



COREY BARTON HOMES

Union Square Townhomes
Union Square Subdivision No. 4
Lots 34-37 and 38-41

