

ORDINANCE NO. 417-2025
(SORANO ESTATES SUBDIVISION ANNEXATION)

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN STAR, CANYON COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 6497 AND 6689 HWY 44, STAR, IDAHO (CANYON COUNTY PARCELS R340140000, R340120000, R340420000, R340430000, R340190100 & R340410110); THE PROPERTY IS OWNED BY FAGUNDES BROTHERS, LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL DISTRICT WITH A DEVELOPMENT AGREEMENT AND PLANNED UNIT DEVELOPMENT (R-3-DA-PUD) AND NEIGHBORHOOD COMMERCIAL DISTRICT WITH A DEVELOPMENT AGREEMENT AND PLANNED UNIT DEVELOPMENT (C-1-DA-PUD) OF APPROXIMATELY 92.68 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 and required by the Constitution and laws of the State of Idaho to adopt land use regulations and classifications; 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. 404-2024, adopted on June 18, 2024 and subsequently amended; and

WHEREAS the owner(s) of the real property situated Canyon County and particularly described in Section 1 of this Ordinance have requested, in writing, a rezone of said real property to the City of Star; and

WHEREAS, the Mayor and Council, held a public hearing on April 15, 2025 on the proposed rezone of the property described in Section 1 below, as required by Section 67-6525, Idaho Code, and determined that the requested rezone should be granted and that the rezoned property should be zoned Residential with a Development Agreement and Planned Unit Development (R-3-DA-PUD), and Neighborhood Commercial with a Development Agreement and Planned Unit Development (C-1-DA-PUD), pursuant to the Unified Development Code and Comprehensive Plan for 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 real property, described in the attached “Exhibit A”, including adjacent right of way, situated in Canyon County, Idaho, is hereby rezoned. From and after the effective date of this Ordinance, the residents and other occupants and property owners within such area shall continue to 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 2: The zoning land use classification of the land described in Section 1 above, is hereby established as Residential with a Development Agreement and Planned Unit Development (R-3-DA-PUD), and Neighborhood Commercial with a Development Agreement and Planned Unit Development (C-1-DA-PUD), 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 1 above in the Residential with a Development Agreement and Planned Unit Development (R-3-DA-PUD), and Neighborhood Commercial with a Development Agreement and Planned Unit Development (C-1-DA-PUD) land use classification.

Section 3: 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 Canyon 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 4: 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 _____, 2025.

CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

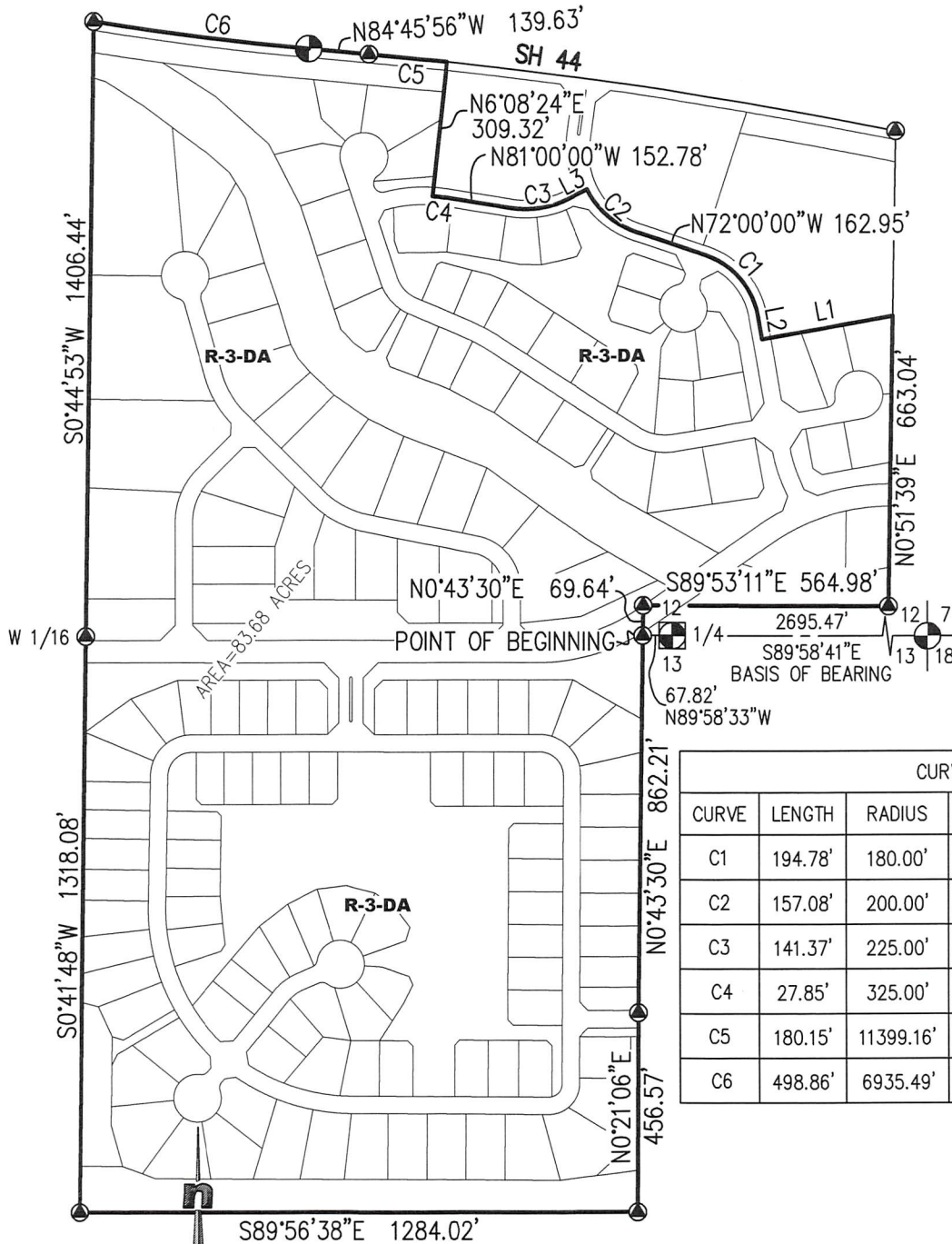
ATTEST:

Shelly Tilton, City Clerk

EXHIBIT A

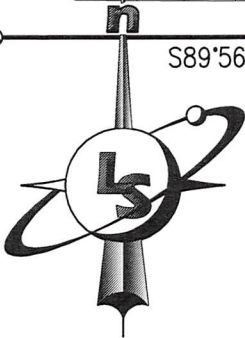
SORANO ESTATES SUBDIVISION - ZONE R3-DA

LOCATED IN THE S 1/2 OF SECTION 12 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 13, T4N, R2W, BM, CANYON COUNTY, IDAHO



LINE TABLE		
LINE	LENGTH	BEARING
L1	305.83'	S80°00'00"W
L2	53.14'	N10°00'00"W
L3	44.78'	S63°00'00"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	194.78'	180.00'	62°00'00"	N41°00'00"W	185.41'
C2	157.08'	200.00'	45°00'00"	N49°30'00"W	153.07'
C3	141.37'	225.00'	36°00'00"	S81°00'00"W	139.06'
C4	27.85'	325.00'	4°54'35"	N83°27'17"W	27.84'
C5	180.15'	11399.16'	0°54'20"	N84°18'46"W	180.15'
C6	498.86'	6935.49'	4°07'16"	N82°42'18"W	498.75'



LandSolutions
Land Surveying and Consulting

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

JOB NO. 24-55

Sorano Estates Subdivision – Zone R3-DA
Legal Description

A parcel being over portions of the S ½ of Section 12 and the NE ¼ of the NW ¼ of Section 13, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northeast corner of said NE ¼ of the NW ¼ of Section 13 (S ¼ corner of Section 12), from which a Brass Cap monument marking the northeast corner of said Section 13 bears S 89°58'41" E a distance of 2695.47 feet;

Thence N 89°58'33" W along the northerly boundary of said NE ¼ of the NW ¼ a distance of 67.82 feet to the **POINT OF BEGINNING** of Zone R3-DA;

Thence leaving said boundary N 0°43'30" E a distance of 69.64 feet to a point;

Thence S 89°53'11" E a distance of 564.98 feet to a point;

Thence N 0°51'39" E a distance of 663.04 feet to a point;

Thence S 80°00'00" W a distance of 305.83 feet to a point;

Thence N 10°00'00" W a distance of 53.14 feet to a point of curvature;

Thence a distance of 194.78 feet along the arc of a 180.00 foot radius curve left, said curve having a central angle of 62°00'00" and a long chord bearing N 41°00'00" W a distance of 185.41 feet to a point of tangency;

Thence N 72°00'00" W a distance of 162.95 feet to a point of curvature;

Thence a distance of 157.08 feet along the arc of a 200.00 foot radius curve right, said curve having a central angle of 45°00'00" and a long chord bearing N 49°30'00" W a distance of 153.07 feet to a point;

Thence S 63°00'00" W a distance of 44.78 feet to a point of curvature;

Thence a distance of 141.37 feet along the arc of a 225.00 foot radius curve right, said curve having a central angle of 36°00'00" and a long chord bearing S 81°00'00" W a distance of 139.06 feet to a point of tangency;

Thence N 81°00'00" W a distance of 152.78 feet to a point of curvature;

Thence a distance of 27.85 feet along the arc of a 325.00 foot radius curve left, said curve having a central angle of 4°54'35" and a long chord bearing N 83°27'17" W a distance of 27.84 feet to a point;

Thence N 6°08'24" E a distance of 309.32 feet to a point on the southerly right-of-way of Idaho State Highway 44;

Thence along said right-of-way the following described courses and distances:

Thence a distance of 180.15 feet along the arc of a 11,399.16 foot radius non-tangent curve left, said curve having a central angle of $0^{\circ}54'20''$ and a long chord bearing $N\ 84^{\circ}18'46''\ W$ a distance of 180.15 feet to a point;

Thence $N\ 84^{\circ}45'56''\ W$ a distance of 139.63 feet to a point of curvature;

Thence a distance of 498.86 feet along the arc of an 6,935.49 foot radius curve right, said curve having a central angle of $4^{\circ}07'16''$ and a long chord bearing $N\ 82^{\circ}42'18''\ W$ a distance of 498.75 feet to a point;

Thence leaving said right-of-way $S\ 0^{\circ}44'53''\ W$ a distance of 1406.44 feet to a point;

Thence $S\ 0^{\circ}41'48''\ W$ a distance of 1318.08 feet to a point;

Thence $S\ 89^{\circ}56'38''\ E$ a distance of 1284.02 feet to a point;

Thence $N\ 0^{\circ}21'06''\ E$ a distance of 456.57 feet to a point;

Thence $N\ 0^{\circ}43'30''\ E$ a distance of 862.21 feet to the **POINT OF BEGINNING** of said Zone R3—DA.

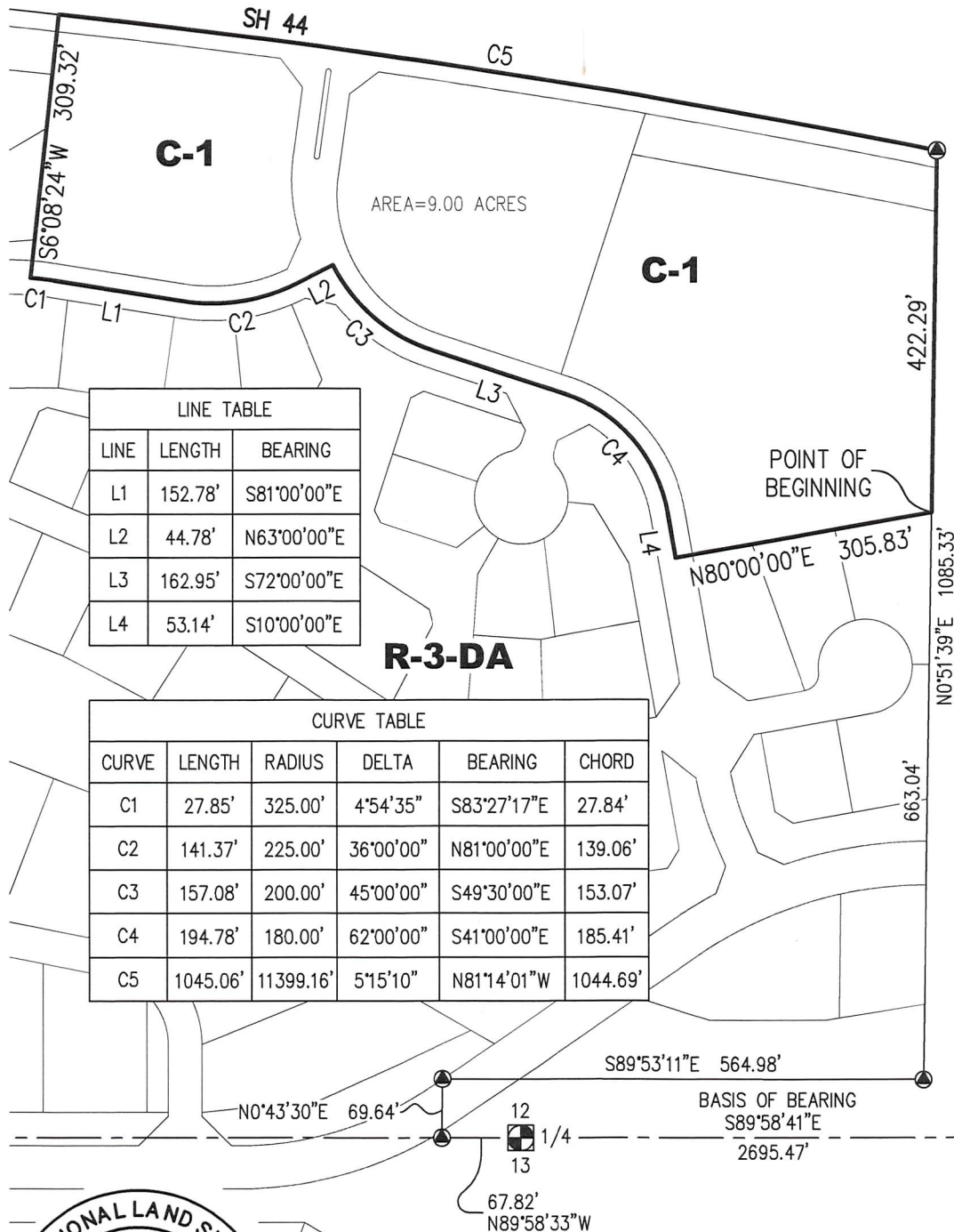
This parcel contains 83.68 acres more or less.

Clinton W. Hansen, PLS
Land Solutions, PC
REVISED: November 21, 2024



SORANO ESTATES SUBDIVISION - ZONE C-1

LOCATED IN THE S 1/2 OF SECTION 12 T4N, R2W, BM, CANYON COUNTY, IDAHO



LINE TABLE		
LINE	LENGTH	BEARING
L1	152.78'	S81°00'00"E
L2	44.78'	N63°00'00"E
L3	162.95'	S72°00'00"E
L4	53.14'	S10°00'00"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	27.85'	325.00'	4°54'35"	S83°27'17"E	27.84'
C2	141.37'	225.00'	36°00'00"	N81°00'00"E	139.06'
C3	157.08'	200.00'	45°00'00"	S49°30'00"E	153.07'
C4	194.78'	180.00'	62°00'00"	S41°00'00"E	185.41'
C5	1045.06'	11399.16'	5°15'10"	N81°14'01"W	1044.69'



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MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

JOB NO. 24-55

Sorano Estates Subdivision –Zone C-1
Legal Description

A parcel being over a portion of the S $\frac{1}{2}$ of Section 12, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southerly $\frac{1}{4}$ corner of said Section 12, from which a Brass Cap monument marking the southeast corner of said Section 12 bears S $89^{\circ}58'41''$ E a distance of 2695.47 feet;

Thence N $89^{\circ}58'33''$ W along the southerly boundary of said Section 12 a distance of 67.82 feet to a point;

Thence leaving said boundary N $0^{\circ}43'30''$ E a distance of 69.64 feet to a point;

Thence S $89^{\circ}53'11''$ E a distance of 564.98 feet to a point;

Thence N $0^{\circ}51'39''$ E a distance of 663.04 feet the **POINT OF BEGINNING** of Zone C-1;

Thence continuing N $0^{\circ}51'39''$ E a distance of 422.29 feet to a point on the southerly right-of way of Idaho State Highway 44;

Thence along said right-of way a distance of 1045.06 feet along the arc of a 11,399.16 foot radius non-tangent curve left, said curve having a central angle of $5^{\circ}15'10''$ and a long chord bearing N $81^{\circ}14'01''$ W a distance of 1044.69 feet to a point;

Thence leaving said boundary S $6^{\circ}08'24''$ W a distance of 309.32 feet to a point of curvature;

Thence a distance of 27.85 feet along the arc of a 325.00 foot radius non-tangent curve right, said curve having a central angle of $4^{\circ}54'35''$ and a long chord bearing S $83^{\circ}27'17''$ E a distance of 27.84 feet to a point of tangency;

Thence S $81^{\circ}00'00''$ E a distance of 152.78 feet to a point of curvature;

Thence a distance of 141.37 feet along the arc of a 225.00 foot radius curve left, said curve having a central angle of $36^{\circ}00'00''$ and a long chord bearing N $81^{\circ}00'00''$ E a distance of 139.06 feet to a point of tangency;

Thence N $63^{\circ}00'00''$ E a distance of 44.78 feet to a point of curvature;

Thence a distance of 157.08 feet along the arc of a 200.00 foot radius non-tangent curve left, said curve having a central angle of $45^{\circ}00'00''$ and a long chord bearing S $49^{\circ}30'00''$ E a distance of 153.07 feet to a point of tangency;

Thence S $72^{\circ}00'00''$ E a distance of 162.95 feet to a point of curvature;

Thence a distance of 194.78 feet along the arc of a 180.00 foot radius curve right, said curve having a central angle of $62^{\circ}00'00''$ and a long chord bearing S $41^{\circ}00'00''$ E a distance of 185.41 feet to a point of tangency;

Thence S 10°00'00" E a distance of 53.14 feet to a point;

Thence N 80°00'00" E a distance of 305.83 feet to the **POINT OF BEGINNING** of said Zone C-1.

This parcel contains 9.00 acres more or less.

Clinton W. Hansen, PLS
Land Solutions, PC
February 21, 2025



**DEVELOPMENT AGREEMENT
SORANAO ESTATES SUBDIVISION REZONE**

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 Fagundes Brothers, LLC, hereinafter referred to as "Owner".

WHEREAS, Owner own parcels of land of approximately 92.68 acres in size, currently located within Canyon County, zoned Mixed Use (MU) and more particularly described in **Exhibit A** of Ordinance 417-2025, which is attached hereto and incorporated by reference herein (the "Properties");

WHEREAS, Owner has requested that the Properties be rezoned 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 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 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 rezoned in accordance with this Agreement;

WHEREAS, Owner filed with the City of Star, a Request for Rezone of the Properties and Zoning of Residential with a Development Agreement and Planned Unit Development (R-3-DA-PUD) and Neighborhood Commercial with a Development Agreement and Planned Unit Development (C-1-DA-PUD), as File No. RZ-24-01/DA-24-09/PUD-24-02/PP-24-09, 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 Parcels shown on **Exhibit A**, Owner is allowed to develop the 92.68 acres as follows:

- Zoning Classification: The zoning classifications shall be Residential with a Development Agreement and Planned Unit Development (R-3-DA-PUD), and Neighborhood Commercial with a Development Agreement and Planned Unit Development (C-1-DA-PUD).
- The Owner shall comply with all city ordinances relating to the property except as otherwise provided herein.

2.2 Site Design. The Preliminary Plat and Renderings, as set forth in **Exhibit B**, is hereby approved.

2.3 Uses. The development is hereby approved for a maximum of 108 Single Family Residential lots, 84 townhome lots, 3 commercial lots, and a Star Sewer & Water District Well Site, along with multiple common lots and all site amenities illustrated in **Exhibit B**, and listed within the approved Findings of Fact, Conclusions of Law. Building elevations consistent with the **Exhibit C** shall be constructed within this development. A minimum of three (3) architectural elements shall be provided for all single-family residential structures. A minimum of 10 architectural styles and/or floorplans shall be provided for this development.

2.4 Additional Requirements/Considerations:

- Drainage swales to be constructed no more than 1-foot deep along arterials and collectors with dense trees, bushes, rocks and sand beds to be covered with decorative rock. A revised landscape plan shall be submitted to staff for review of proposed swales at each phase of final plat.
- The applicant shall submit a master fencing plan for the entire development to staff for approval prior to submittal of Phase 1 preliminary plat. The plan shall include design for privacy fencing for lots adjacent to open space. Open fencing shall be provided along the southern lots along the Canyon Canal similar to the existing fencing in the adjacent subdivision to the south.
- All Hwy 44 commercial development shall be designed to provide aesthetically pleasing elevations along the highway and avoid neglected sides of buildings.

- All public sidewalks and pathway easements shall be graphically shown on the final plat or recorded as a separate easement document and delineated on the final plat with an instrument number prior to signature by the City Engineer on the final plat.
- The pathway adjacent to the Lawrence-Kennedy Canal shall be 12' with a public easement.
- The applicant shall provide a minimum of 2 ADA compliant parking spaces at the pool facility. This shall be included in the design for the pool facility at the time of Certificate of Zoning Compliance.
- The pond design shall include aeration and safety rings.
- Benches shall be provided along pathways adjacent to the Lawrence-Kennedy Canal.
- The extension of Bent Lane to the east shall include landscaping, sidewalks and street trees consistent with the street design within the subdivision. The HOA shall be responsible for maintaining the common area of this extension.
- All additional requirements and conditions of approval listed within the approved Findings of Fact, Conclusions of Law.
- The following commercial Land Uses are hereby approved as part of this development:
 - Allowed uses outright* (principally permitted & conditional use) within the C-1 properties: Artist Studio; Barbershop/Styling Salon; Financial Institutions w/out drive-through; Healthcare and Social Services; Library; Medical Clinic; Personal and Professional Services; Pharmacy; Photographic Studio; Professional Offices. Other principally permitted uses in C-1 unless otherwise listed herein.

***Subject to CZC and Design Review Approval**

- Uses Allowed only as Conditional Uses within the C-1 zoned properties: Animal Care Facility; Drive-through establishment /drive-up service window; Building Material, Garden Equipment and Supplies; Civic, Social or Fraternal Organizations; Educational Institution, Flex Space; Government Office; Laundromat; Laundry and Dry Cleaning; Portable Classroom/Modular Building; Nursery, Garden Center and Farm Supply; Nursing or Residential Care Facility; Restaurant; Retirement Home; Warehouse and Storage; Shooting range (indoor/outdoor); Shopping or Commercial center;
- Prohibited Uses in this Development other than already approved through PUD (not already listed as prohibited in the

Code): Automotive Mechanical/Electrical Repair and Maintenance; Bar/Tavern/Lounge/ Drinking Establishment; Brewpub/Wine Tasting; Convenience Store; Conference/Convention Center; Equipment rental, sales, and services; Events/Entertainment Facility, public or private (indoor/outdoor); Golf Course/Driving Range; Hospital (for profit); Hotel/motel; Mortuary; Pawnshop; Public; Farmers or Saturday Market; Fireworks Stand; Hospital (non-profit); Gasoline, Fueling & Charging Station with or without Convenience Store; Laboratory; Laboratory, Fabrication shop; Food products processing; Greenhouse commercial; Vehicle repair, major; Vehicle repair, minor; Vehicle sales or rental and service; Vehicle washing facility; Medical; Multi-family residential; Multiple Use Building; Office Security Facility; Parking Lot/Parking Garage-Commercial; Public Infrastructure; Public Utility major, minor and yard; Recreational vehicle dump station; Recycling center; Research Activities; Swimming Pool, Commercial/Public; Wireless Communication Facility; Storage facility, outdoor (commercial); Storage facility, self-service (commercial)

- 2.5 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 \$192,00.00 (192 lots x \$1,000) traffic mitigation fee determined, as determined by the Idaho Transportation Department as follows: the Developer will pay the City \$1,000.00 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.

2.6 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 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, Owner shall be in default of this Agreement.

2.7 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 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. Owner 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 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 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 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 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 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 neutral 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: Fagundes Brothers, LLC
Fred Fagundes
1978 Business Park Way
Merced, CA 95348

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 _____, 2025.

Trevor A. Chadwick, Mayor

ATTEST:

Shelly Tilton, City Clerk

OWNER:

Fagundes Brothers, LLC
Fred Fagundes, Manager

STATE OF _____)
 _____) ss.
 County of _____)

On this ____ day of _____, 2025, before me the undersigned, a Notary Public in and for said state, personally appeared Corey Barton, known to me to be the Owner, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said name.

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

Notary Public for State of California
Residing at: _____
My Commission Expires: _____

EXHIBIT B

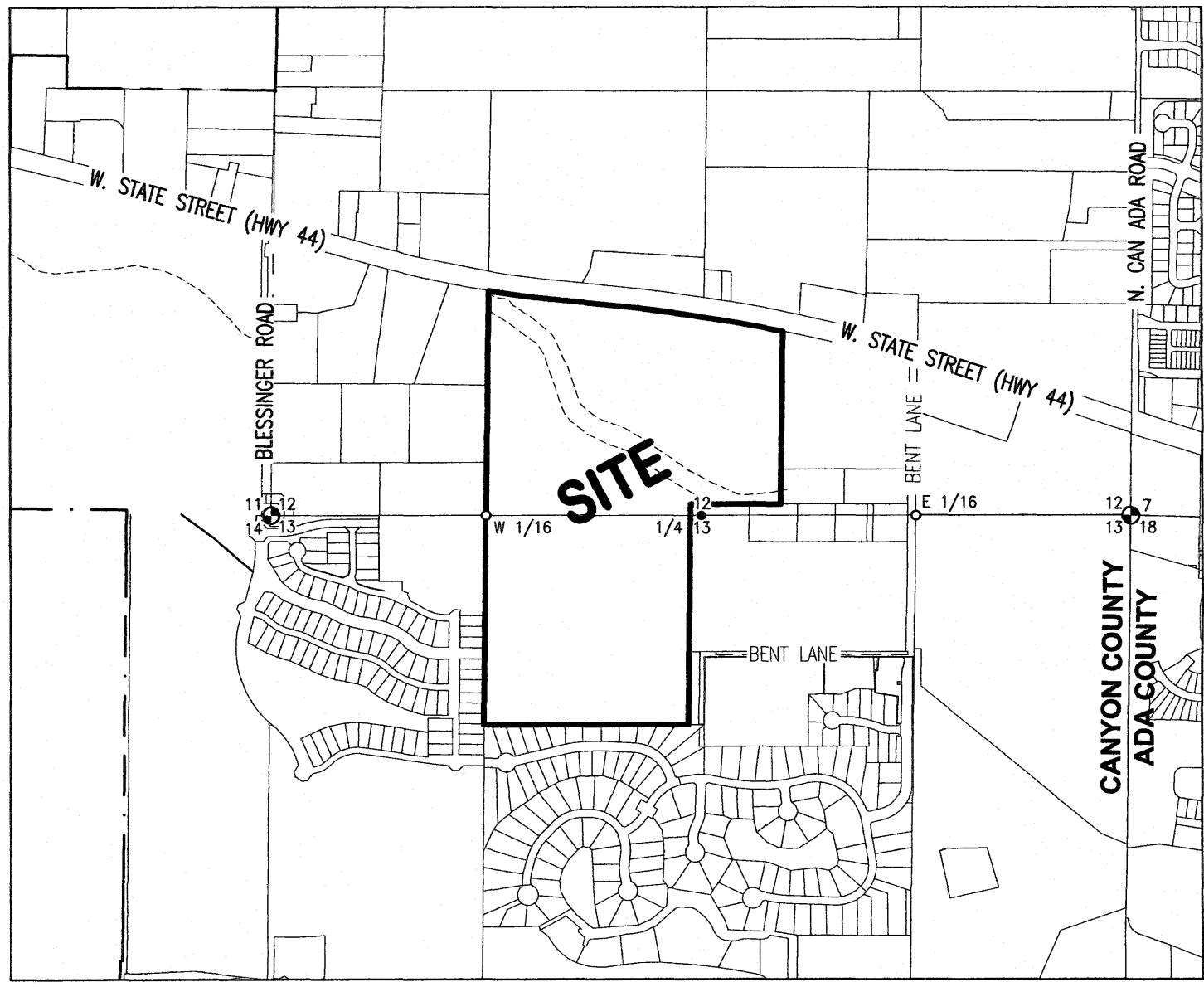
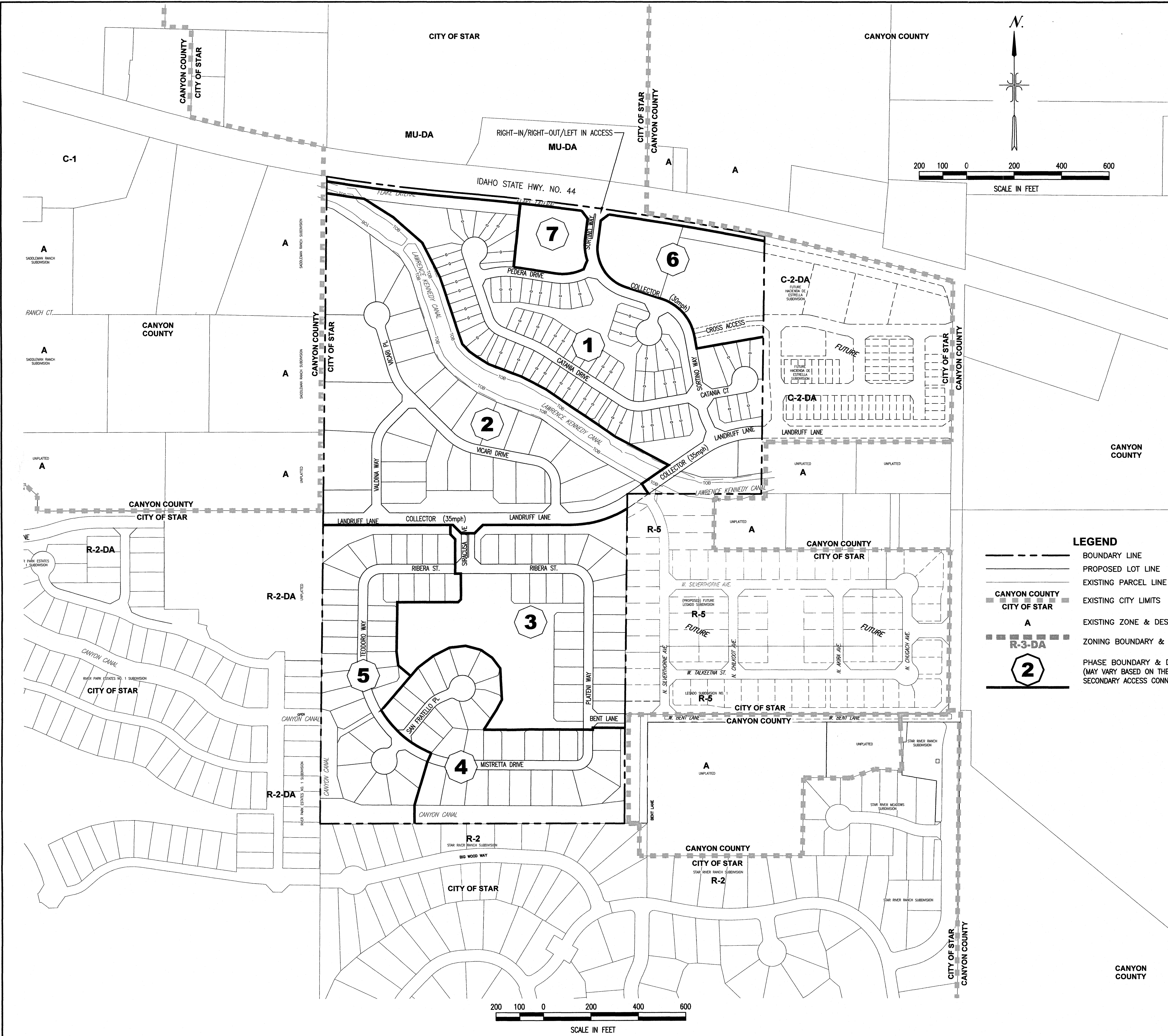
SITE DEVELOPMENT

TOTAL PRELIMINARY PLAT ACRES.....	92.68 ACRES
TOTAL OPEN SPACE.....	27.34 ACRES
% OF TOTAL AREA.....	29.50%
QUALIFIED OPEN SPACE.....	18.02 ACRES
% OF TOTAL AREA.....	19.44%
COLLECTOR BUFFERS.....	5.07 ACRES
PARKWAY AREA.....	1.39 ACRES
POCKET PARK & LINEAR OPEN SPACE.....	2.71 ACRES
PATHWAYS.....	3.05 ACRES
COMMON AREAS (includes 50% of pond).....	5.8 ACRES
NON-QUALIFIED OPEN SPACE.....	9.32 ACRES

LANDSCAPING INFO

ROADWAY LANDSCAPE BUFFERS:	
STATE HIGHWAY 44, (PRINCIPLE ARTERIAL/RESIDENTIAL):	
40' STREET BUFFER: 816 LF STREET BUFFER	
SHADE TREES @ 4'100'	=32 TREES REQUIRED
EVERGREENS @ 3'100'	=24 EVERGREENS
ORNAMENTALS @ 2'100'	=24 EVERGREENS
SHRUBS @ 12'100'	=16 EVERGREENS
	=96 SHRUBS
	=208 SHRUBS
	(NOT INCLUDING TREES)
7' HIGH BUFFER/ SCREEN REQUIRED	
4' HIGH BERM WITH MAX 3:1 SLOPE PROVIDED	
6' HEIGHT SOLID VINYL FENCE TOTALING AROUND PERIMETER:	
STATE HIGHWAY 44, (COMMERCIAL):	
40' STREET BUFFER: 992 LF STREET BUFFER	
SHADE TREES @ 1'35'	=28 TREES REQUIRED
SHRUBS @ 5'35'	=142 SHRUBS
	=246 SHRUBS
	(NOT INCLUDING TREES)
SORTINO AVE, (RESIDENTIAL COLLECTOR):	
30' STREET BUFFER: 1,389 LF STREET BUFFER	
SHADE TREES @ 2'100'	=28 TREES REQUIRED
EVERGREENS @ 2'100'	=28 EVERGREENS
ORNAMENTALS @ 2'100'	=28 EVERGREENS
SHRUBS @ 5'35'	=159 SHRUBS
	=166 SHRUBS
	(NOT INCLUDING TREES)
5' HIGH BUFFER/ SCREEN REQUIRED	
6' HEIGHT SOLID VINYL FENCE PROVIDED	
SORTINO AVE, (COMMERCIAL):	
30' STREET BUFFER: 1,115 LF STREET BUFFER	
SHADE TREES @ 2'35'	=32 TREES REQUIRED
SHRUBS @ 5'35'	=10 TREES REQUIRED
	=159 SHRUBS
	=166 SHRUBS
	(NOT INCLUDING TREES)
5' HIGH BUFFER/ SCREEN REQUIRED	
6' HEIGHT SOLID VINYL FENCE PROVIDED	
LANDRUFF DR, (COLLECTOR):	
20' STREET BUFFER: 3,772 LF STREET BUFFER	
SHADE TREES @ 2'100'	=75 TREES REQUIRED
EVERGREENS @ 2'100'	=80 EVERGREENS
	=81 EVERGREENS
	(NOT INCLUDING TREES)
5' HIGH BUFFER/ SCREEN REQUIRED	
6' HEIGHT SOLID VINYL FENCE PROVIDED	
PARKWAY STRIPS / STREET TREES:	
1 TREE / 35' @ 9,432 LF / 35' (TWO SIDED)	=2 TREES REQUIRED
TOTAL COMMON LOT AREA: 1,023,188 SF	
TOTAL COMMON AREA TREES @ 1/4000 SF	
263 SHADE TREES + 39 CONIFERS	





PRELIMINARY PLAT DATA	
SITE AREA	92.68 ACRES
RESIDENTIAL LOTS (48.44%)	44.90 ACRES
COMMERCIAL LOTS (7.95%)	7.37 ACRES
RIGHT-OF-WAY (ST. HWY 44) (0.93%)	0.86 ACRES
RIGHT-OF-WAY (INTERNAL) (12.81%)	11.86 ACRES
OPEN SPACE/COMMON LOTS (18.90%)	18.44 ACRES
CANYON CANAL LOTS (3.22%)	2.98 ACRES
LAWRENCE KENNEDY CANAL LOTS (6.39%)	5.92 ACRES
STAR SEWER WATER DISTRICT LOT (SSWD) (0.36%)	0.33 ACRES

SINGLE-FAMILY LOTS	108
ATTACHED SINGLE-FAMILY LOTS	84
COMMERCIAL LOTS	3
OPEN SPACE/COMMON/PARK LOTS	15
HWY/COLLECTOR BUFFER LOTS (FLAKE LATERAL)	11
CANYON & LAWRENCE KENNEDY CANAL LOTS	4
STAR SEWER WATER DISTRICT FUTURE WELL LOT (SSWD)	1
TOTAL LOTS	226

GROSS DENSITY (85.31 ACRES)	2.25 DU/AC
TOTAL GROSS DENSITY	2.08 DU/AC
EXISTING ZONE	MU-DA
PROPOSED ZONE	R3-DA & C-1/DA

ZONE R-3-DA (SINGLE-FAMILY)	
MINIMUM LOT SIZE	7,700 S.F.
AVERAGE LOT SIZE	14,120 S.F.
ZONE R-3-DA (TOWNHOMES)	
MINIMUM LOT SIZE	3,900 S.F.
AVERAGE LOT SIZE	5,128 S.F.
ZONE C-1/DA (COMMERCIAL, 2.46 AC.)	
AVERAGE LOT SIZE	107,012 S.F.

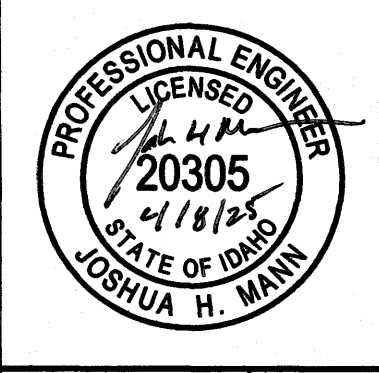
TOTAL OPEN SPACE (29.50%)	27.34 ACRES
STATE HIGHWAY 44 BUFFER (FLAKE LATERAL)	1.35 ACRES
RESIDENTIAL COLLECTOR BUFFERS & STORM DRAIN (LANDRUFF & SORTINO)	5.07 ACRES
CENTRAL COMMON AREAS & STORM DRAIN (POOL FACILITY, PICKLEBALL COURT, PATHWAYS, GAZEBO & POND)	6.90 ACRES
POCKET PARK, LINEAR OPEN SPACE & STORM DRAIN (PLAYGROUND, GAZEBOS, PATHWAYS, OPEN GRASS AREA & BENCHES)	1.84 ACRES
POCKET PARK & STORM DRAIN (PICKLEBALL COURT AND PATHWAYS)	0.87 ACRES
PEDESTRIAN PATHWAYS	0.09 ACRES
LAWRENCE KENNEDY CANAL & MULTI-USE PATHWAYS	5.92 ACRES
CANYON CANAL LOTS	2.98 ACRES
ACCESS TO WEIR	0.18 ACRES
DOG PARK & LANDRUFF BUFFER	0.51 ACRES
END BLOCK BUFFERS	0.36 ACRES
OPEN, PATHWAY, STORM DRAIN & STREET ISLAND LOTS	1.27 ACRES

SHEET INDEX		
SHT. NO.	SHT. NAME	DESCRIPTION
1 OF 7	TITLE	TITLE SHEET
2 OF 7	EXIST	PRELIMINARY SITE TOPOGRAPHY PLAN
3 OF 7	PRE-1	PRELIMINARY PLAT
4 OF 7	PRE-2	PRELIMINARY PLAT
5 OF 7	DTL-1	PROPOSED STREET DETAILS
6 OF 7	UTIL-1	PROPOSED UTILITY PLAN
7 OF 7	UTIL-2	PROPOSED UTILITY PLAN

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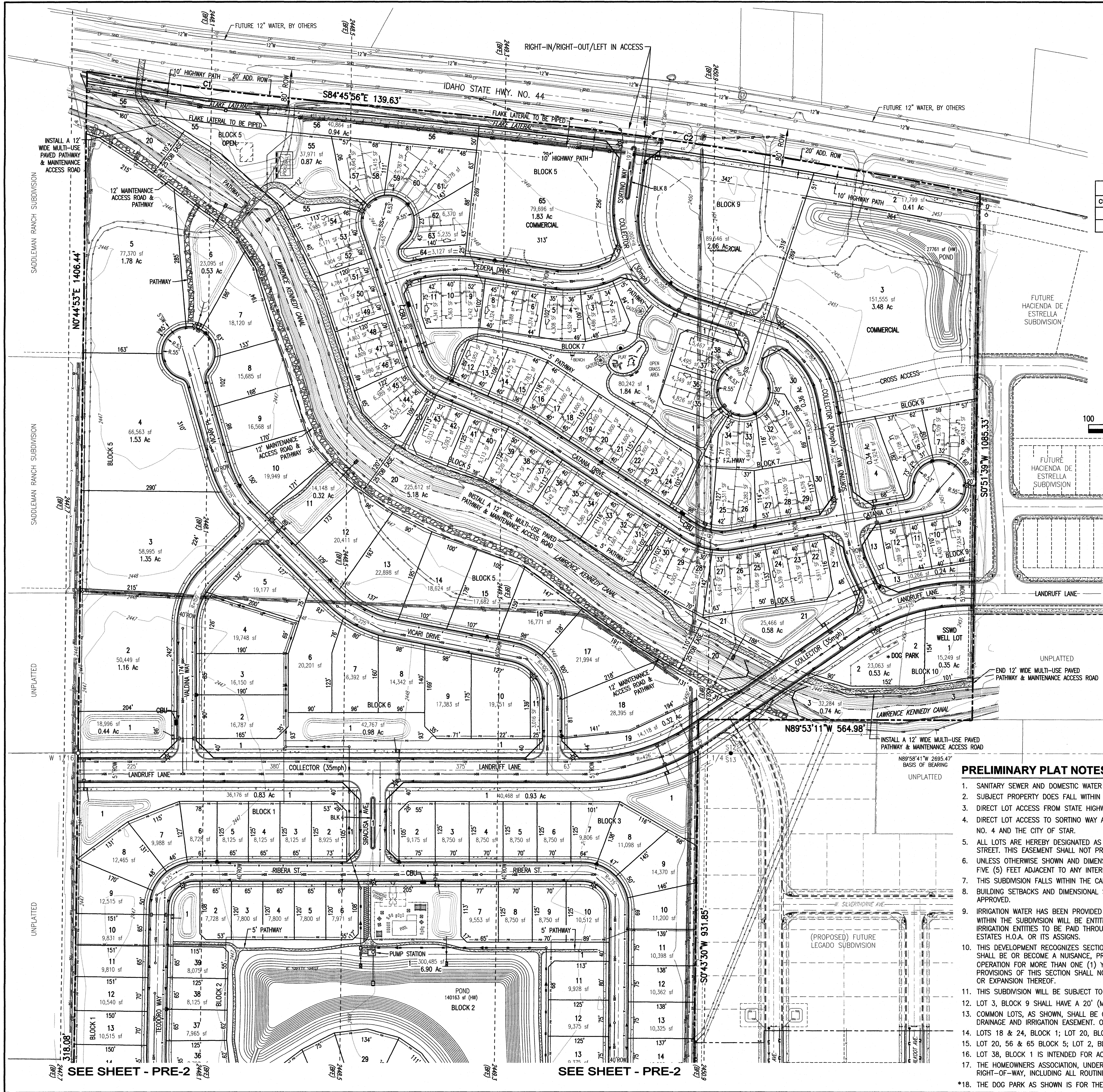


REVISIONS	
11-21-24 RS	
02-10-25 RS	
04-07-25 RS	

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SORANO ESTATES SUBDIVISION
TITLE SHEET - ZONE - PHASE
LOCATED IN A PORTION OF SECTIONS 12 AND 13,
TOWNSHIP 4 NORTH, RANGE 2 WEST, B.M.
CITY OF STAR, CANYON COUNTY, IDAHO

SCALE	AS SHOWN
DWG. DATE	10/17/24
PROJ. NO.	210918
SHEET	1 OF 7
TITLE	
/210918/PREL/SHTS/TITLE.DWG	

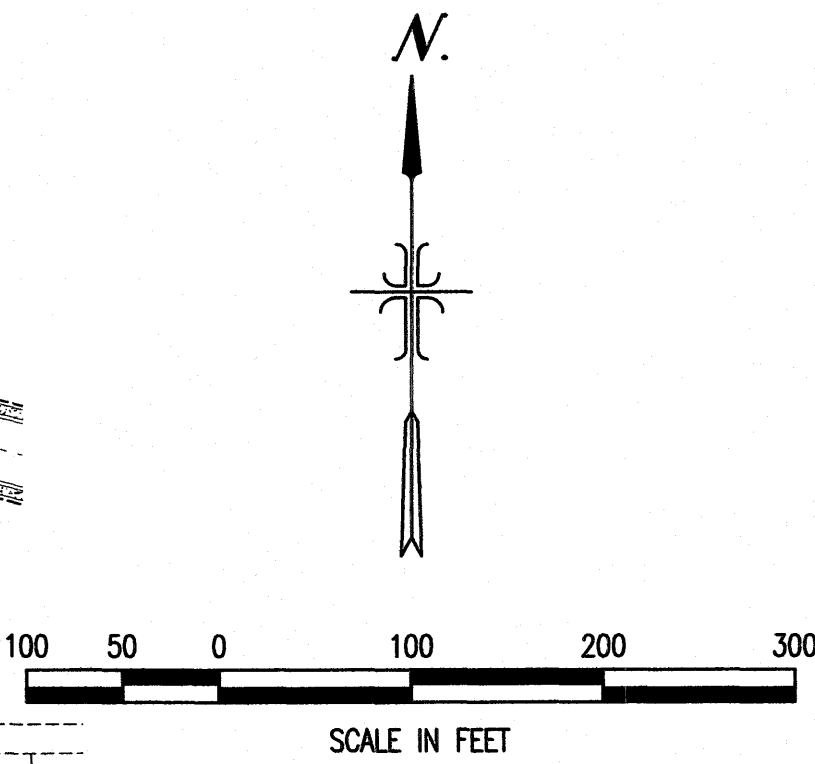


SINGLE-FAMILY SETBACK DATA (R-3)	
FRONT GARAGE:	20' (MEASURED FROM BACK OF SIDEWALK)
FRONT LIVING:	15' (MEASURED FROM BACK OF SIDEWALK)
REAR:	15'
INTERIOR SIDE:	7.5'
STREET SIDE:	20'

ATTACHED TOWNHOME SETBACK DATA (R-3)	
FRONT GARAGE:	20' (MEASURED FROM BACK OF SIDEWALK)
REAR:	15'
COMMON WALLS:	0'
EXTERIOR SIDE:	7.5'
STREET SIDE:	20'

COMMERCIAL SETBACK DATA (C-1)	
FRONT:	20'
REAR:	5'
INTERIOR SIDE:	0' (SUBJECT TO FIRE APPROVAL)
ADJACENT TO RESIDENTIAL:	15'
STREET SIDE:	20'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	498.88	6935.49	4°07'16"	S82°42'18"E	498.75
C2	1225.21	11399.16	6°09'30"	S81°41'11"E	1224.82



LEGEND	
--- BOUNDARY LINE	
--- RIGHT-OF-WAY LINE	
--- LOT LINE	
--- LOT LINE (ZERO SETBACK)	
--- CENTERLINE	
--- EASEMENT LINE	
--- EXIST. CONTOUR LINE	
--- EXISTING WATER LINE	
--- FUTURE SANITARY SEWER	
--- PROPOSED WATER WITH FIRE HYDRANT	
--- PROPOSED SANITARY SEWER	
--- PROPOSED PRESSURE IRRIGATION	
--- BASE FLOOD ELEVATION (BFE)	
--- PROPOSED STREET LIGHT	
--- PROPOSED CURB FLOW	
--- PROPOSED PATHWAY (PAVED OR CONCRETE)	
--- PROPOSED CURB, GUTTER & SEPARATED SIDEWALK	
--- PROPOSED STORM DRAIN COLLECTION SYSTEM & DETENTION POND	

PRELIMINARY PLAT DATA	
SITE AREA	92.68 ACRES
RESIDENTIAL LOTS (48.44%)	44.90 ACRES
COMMERCIAL LOTS (7.95%)	7.37 ACRES
RIGHT-OF-WAY (ST. HWY 44)	0.86 ACRES
RIGHT-OF-WAY (INTERNAL)	11.88 ACRES
OPEN SPACE/COMMON LOTS (19.90%)	18.44 ACRES
CANYON CANAL LOTS (3.22%)	2.98 ACRES
LAWRENCE KENNEDY CANAL LOTS (6.39%)	5.92 ACRES
STAR SEWER WATER DISTRICT LOT (SSWD) (0.36%)	0.33 ACRES

SINGLE-FAMILY LOTS	108
ATTACHED SINGLE-FAMILY LOTS	84
COMMERCIAL LOTS	3
OPEN SPACE/COMMON/PARK LOTS	15
HWY/COLLECTOR BUFFER LOTS (FLAKE LATERAL)	11
CANYON & LAWRENCE KENNEDY CANAL LOTS	4
STAR SEWER WATER DISTRICT FUTURE WELL LOT (SSWD)	1
TOTAL LOTS	226

GROSS DENSITY (85.31 ACRES)	2.25 DU/AC
TOTAL GROSS DENSITY	2.08 DU/AC
EXISTING ZONE	MU-DA
PROPOSED ZONE	R3-DA & C-1/DA

ZONE R-3-DA (SINGLE-FAMILY)	7,700 S.F.
MINIMUM LOT SIZE	14,120 S.F.
AVERAGE LOT SIZE	
ZONE R-3-DA (TOWNHOMES)	3,900 S.F.
MINIMUM LOT SIZE	5,128 S.F.
AVERAGE LOT SIZE	
ZONE C-1/DA (COMMERCIAL, 2.46 AC.)	107,012 S.F.

TOTAL OPEN SPACE (29.50%)	27.34 ACRES
STATE HIGHWAY 44 BUFFER (FLAKE LATERAL)	1.35 ACRES
RESIDENTIAL COLLECTOR BUFFERS & STORM DRAIN (LANDRUFF & SORTINO)	5.07 ACRES
CENTRAL COMMON AREAS & STORM DRAIN (POOL FACILITY, PICKLEBALL COURT, PATHWAYS, GAZEBO & POND)	6.90 ACRES
POCKET PARK, LINEAR OPEN SPACE & STORM DRAIN (PLAYGROUND, GAZEBO, PATHWAYS, OPEN GRASS AREA & BENCHES)	1.84 ACRES
POCKET PARK & STORM DRAIN (PICKLEBALL COURT AND PATHWAYS)	0.87 ACRES
PEDESTRIAN PATHWAYS	0.09 ACRES
LAWRENCE KENNEDY CANAL & MULTI-USE PATHWAYS	5.92 ACRES
CANYON CANAL LOTS	2.98 ACRES
ACCESS TO WEIR	0.18 ACRES
DOG PARK & LANDRUFF BUFFER	0.51 ACRES
END BLOCK BUFFERS	0.36 ACRES
OPEN, PATHWAY, STORM DRAIN & STREET ISLAND LOTS	1.27 ACRES

QUALIFIED OPEN SPACE (19.44%)	18.02 ACRES
RESIDENTIAL COLLECTOR BUFFERS (LANDRUFF & SORTINO)	5.07 ACRES
CENTRAL COMMON AREAS (POOL FACILITY, PICKLEBALL COURT, PATHWAYS, GAZEBO & POND) (50% OF POND AREA)	5.29 ACRES
POCKET PARK & LINEAR OPEN SPACE (PLAYGROUND, GAZEBO, PATHWAYS AND BENCHES)	1.84 ACRES
POCKET PARK (PICKLEBALL COURT AND PATHWAYS)	0.87 ACRES
PEDESTRIAN PATHWAYS	0.09 ACRES
LAWRENCE KENNEDY CANAL & MULTI-USE PATHWAYS (50% OF LOT AREA)	2.96 ACRES
DOG PARK & LANDRUFF BUFFER	0.51 ACRES
8' WIDE LOCAL STREET LANDSCAPE BUFFERS	1.39 ACRES

SITE AMENITIES:	GAZEBO & COVERED SITTING AREAS
POOL FACILITY	DOG PARK
PICKLEBALL COURTS	OPEN GRASS AREA & BENCHES
PLAYGROUND	POCKET PARK AND LINEAR
PATHWAYS	OPEN SPACE
POND	

PRELIMINARY PLAT NOTES

- SANITARY SEWER AND DOMESTIC WATER SERVICE TO BE PROVIDED BY STAR SEWER AND WATER DISTRICT.
- SUBJECT PROPERTY DOES FALL WITHIN FEMA FLOOD HAZARD ZONE AE. SEE FIRM PANEL 16027C0259G, DATED JUNE 07, 2019.
- DIRECT LOT ACCESS FROM STATE HIGHWAY 44 IS PROHIBITED, WITHOUT THE EXPRESS CONSENT OF IDAHO TRANSPORTATION DEPT. (ITD) AND CITY OF STAR.
- DIRECT LOT ACCESS TO SORTINO WAY AND LANDRUFF LANE IS PROHIBITED, EXCEPT SSWD WELL LOT (LOT 1, BLOCK 10) WITHOUT THE EXPRESS CONSENT OF HIGHWAY DISTRICT NO. 4 AND THE CITY OF STAR.
- 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, EXCEPT "O" LOT LINES AND OVER THE TWELVE (12) FEET ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY.
- THIS SUBDIVISION FALLS WITHIN THE CANYON COUNTY WATER COMPANY, LTD. AND MIDDLETON MILL DITCH COMPANY. ALL LOTS REMAIN SUBJECT TO THE ASSESSMENT OF SAID DISTRICTS.
- BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF STAR OR AS OTHERWISE APPROVED.
- IRRIGATION WATER HAS BEEN PROVIDED BY CANYON COUNTY WATER COMPANY, LTD., AND MIDDLETON MILL COMPANY, IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND/OR SHARES, AND INDIVIDUAL LOTS WILL REMAIN SUBJECT TO ASSESSMENTS FROM THE APPLICABLE IRRIGATION ENTITIES TO BE PAID THROUGH FEES ASSESSED BY THE SORANO ESTATES H.O.A. THE PRESSURE IRRIGATION SYSTEM SHALL BE OWNED AND MAINTAINED BY THE SORANO ESTATES H.O.A. OR ITS ASSIGNS.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503, IDAHO CODE, RIGHT-TO-FARM, WHICH STATES THAT NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
- THIS SUBDIVISION WILL BE SUBJECT TO THE TERMS OF A MODIFIED DEVELOPMENT AGREEMENT WITH THE CITY OF STAR.
- LOT 3, BLOCK 9 SHALL HAVE A 20' (MIN.) CROSS ACCESS FROM THE FUTURE HACIENDA DE ESTRELLA SUBDIVISION.
- COMMON LOTS, AS SHOWN, SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR ITS ASSIGNS. THE COMMON LOTS ARE SUBJECT TO A BLANKET PUBLIC UTILITY, DRAINAGE AND IRRIGATION EASEMENT. OPEN SPACE LOTS MAY CONTAIN STORM WATER DRAINAGE SYSTEMS AND ARE SERVIENT TO HIGHWAY DISTRICT NO. 4 REGULATIONS.
- LOTS 18 & 24, BLOCK 1; LOT 20, BLOCK 5 AND LOT 3, BLOCK 10 ARE SUBJECT TO AN EASEMENT FOR CANYON COUNTY WATER COMPANY, LTD.
- LOT 20, 56 & 65 BLOCK 5; LOT 2, BLOCK 9 ARE SUBJECT TO AN EASEMENT FOR THE MIDDLETON MILL DITCH COMPANY.
- LOT 38, BLOCK 1 IS INTENDED FOR ACCESS AND MAINTENANCE OF THE GRAVITY IRRIGATION BOX, BY CANYON COUNTY WATER COMPANY, LTD.
- THE HOMEOWNERS ASSOCIATION, UNDERLYING PROPERTY OWNER OR ADJACENT PROPERTY OWNER IS RESPONSIBLE FOR ALL STORM DRAINAGE FACILITIES OUTSIDE THE PUBLIC RIGHT-OF-WAY, INCLUDING ALL ROUTINE MAINTENANCE.
- THE DOG PARK AS SHOWN IS FOR THE USE OF SORANO ESTATES RESIDENCE AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION OR IT'S ASSIGNS.

OWNERS OF RECORD
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(Norman Alinder)

PLANNER/CONTACT
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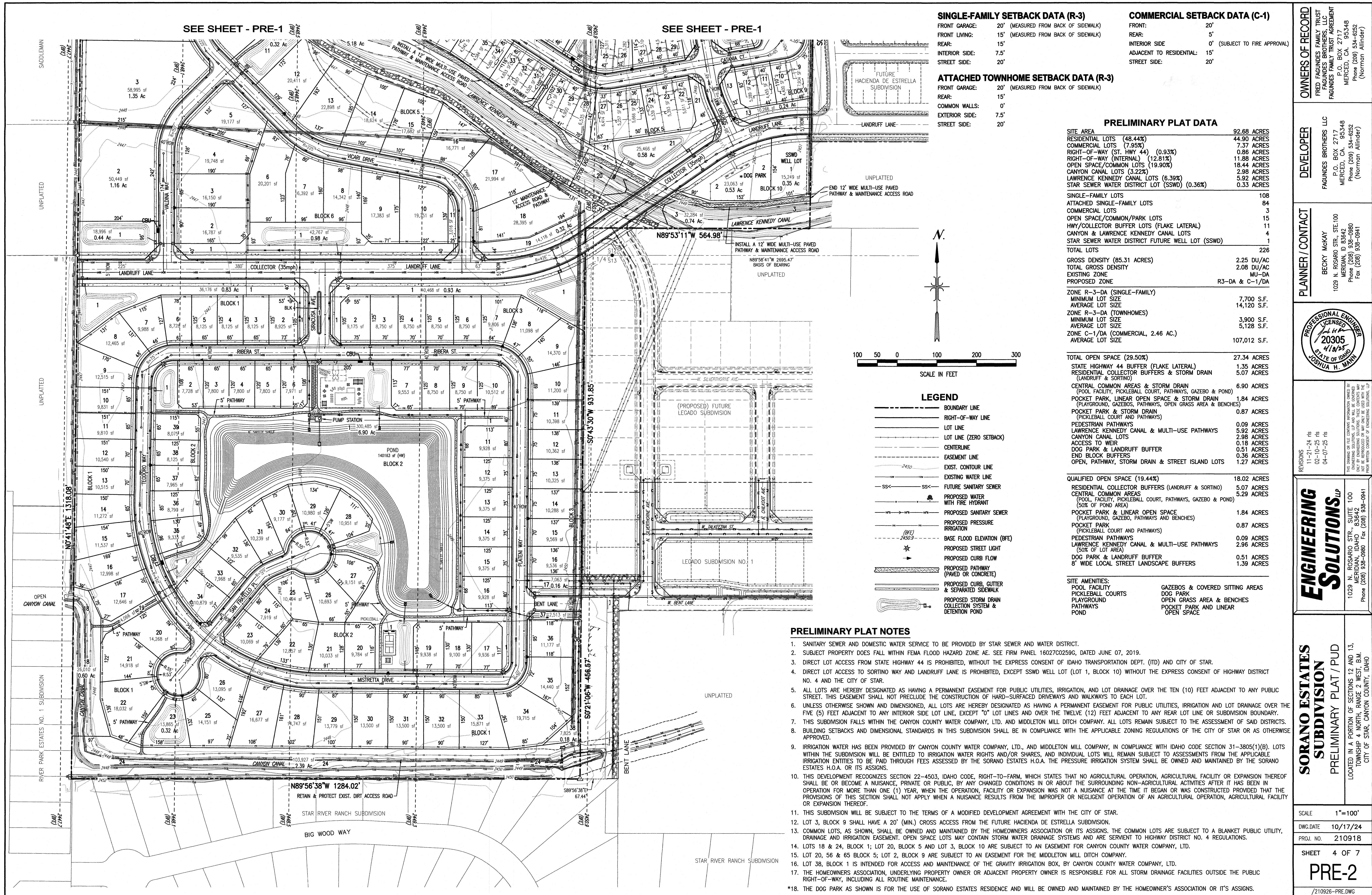
PROFESSIONAL ENGINEER
LICENSED
20305
4/18/25
JOSHUA H. MANN
STATE OF IDAHO

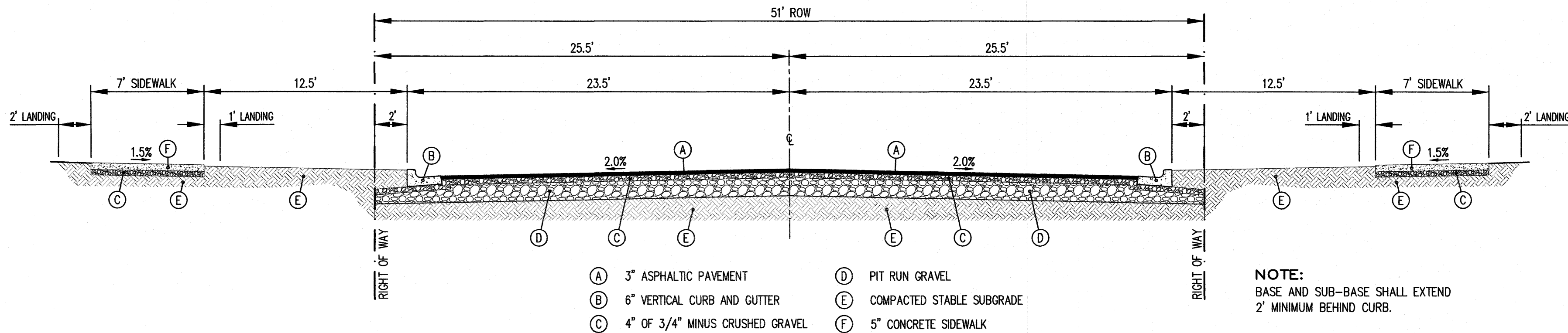
REVISIONS
11-21-24 R6
02-10-25 R6
04-07-25 R6

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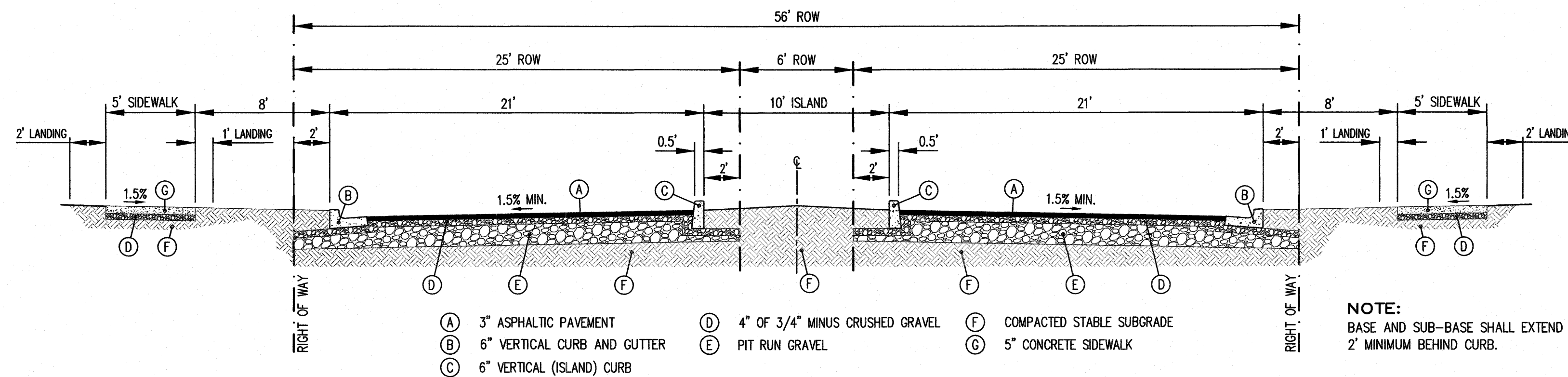
SORANO ESTATES SUBDIVISION
PRELIMINARY PLAT / PUD
LOCATED IN A PORTION OF SECTIONS 12 AND 13,
TOWNSHIP 4 NORTH, RANGE 2 WEST, E.M.
CITY OF STAR, CANYON COUNTY, IDAHO

SCALE 1"=100'
DWG. DATE 10/17/24
PROJ. NO. 210918
SHEET 3 OF 7
PRE-1
/210926-PRE.DWG

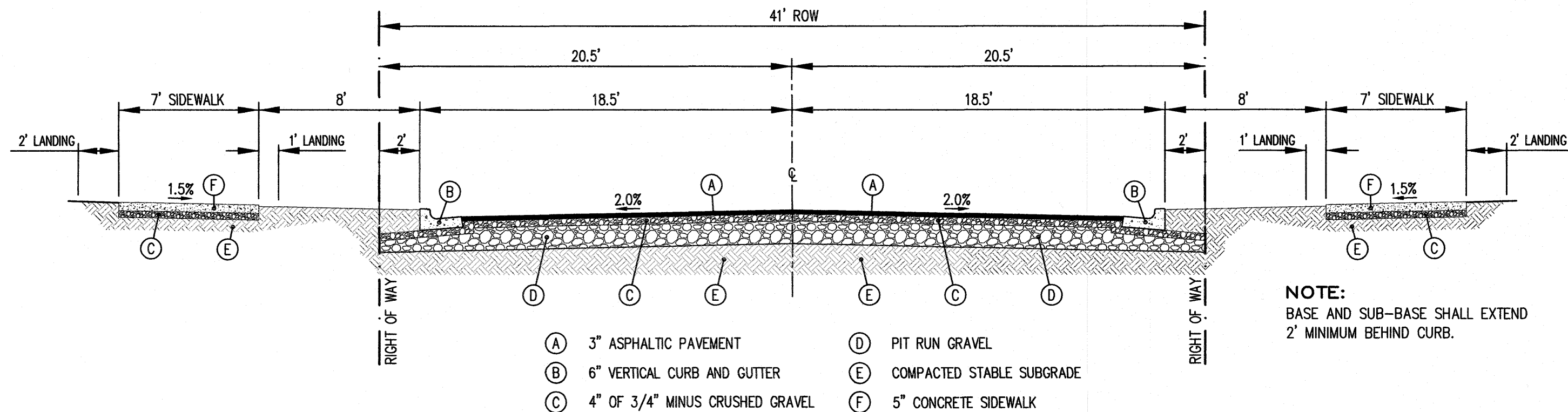




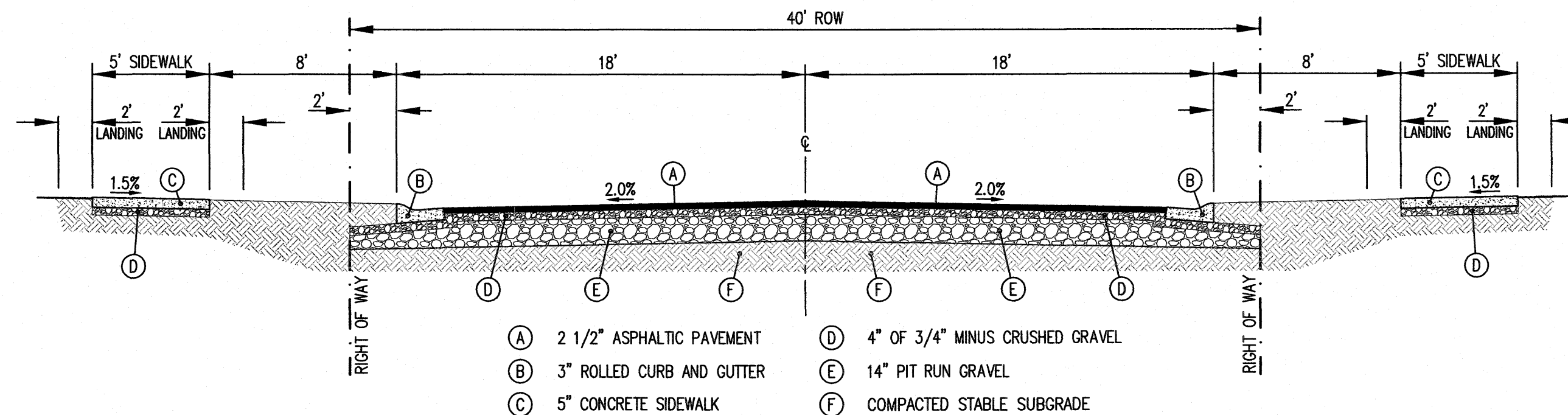
TYPICAL 3-LANE COLLECTOR STREET SECTION - 51' RIGHT-OF-WAY
6" VERTICAL CURB - DETACHED SIDEWALK
 LANDRUFF DRIVE
 N.T.S.



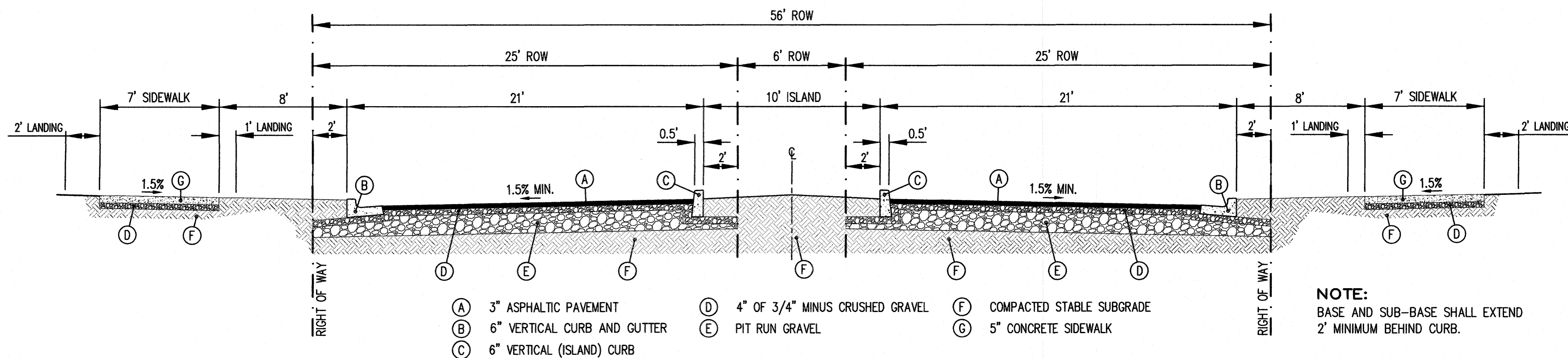
SIRACUSA AVENUE (ENTRANCE) - STREET SECTION (ISLAND) - 56' RIGHT-OF-WAY
ISLAND - 6" VERTICAL CURB - DETACHED SIDEWALK
 SORTINO WAY
 N.T.S.



TYPICAL 3-LANE COLLECTOR STREET SECTION - 41' RIGHT-OF-WAY
6" VERTICAL CURB - DETACHED SIDEWALK
 SORTINO WAY
 N.T.S.



TYPICAL LOCAL STREET SECTION - 40' RIGHT-OF-WAY
3" ROLLED CURB - DETACHED SIDEWALK
 N.T.S.

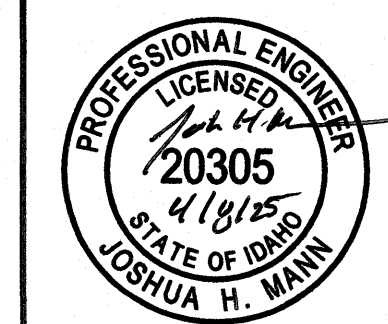


SORTINO AVENUE (ENTRANCE) - COLLECTOR STREET SECTION (ISLAND) - 56' RIGHT-OF-WAY
ISLAND - 6" VERTICAL CURB - DETACHED SIDEWALK
 SORTINO WAY
 N.T.S.

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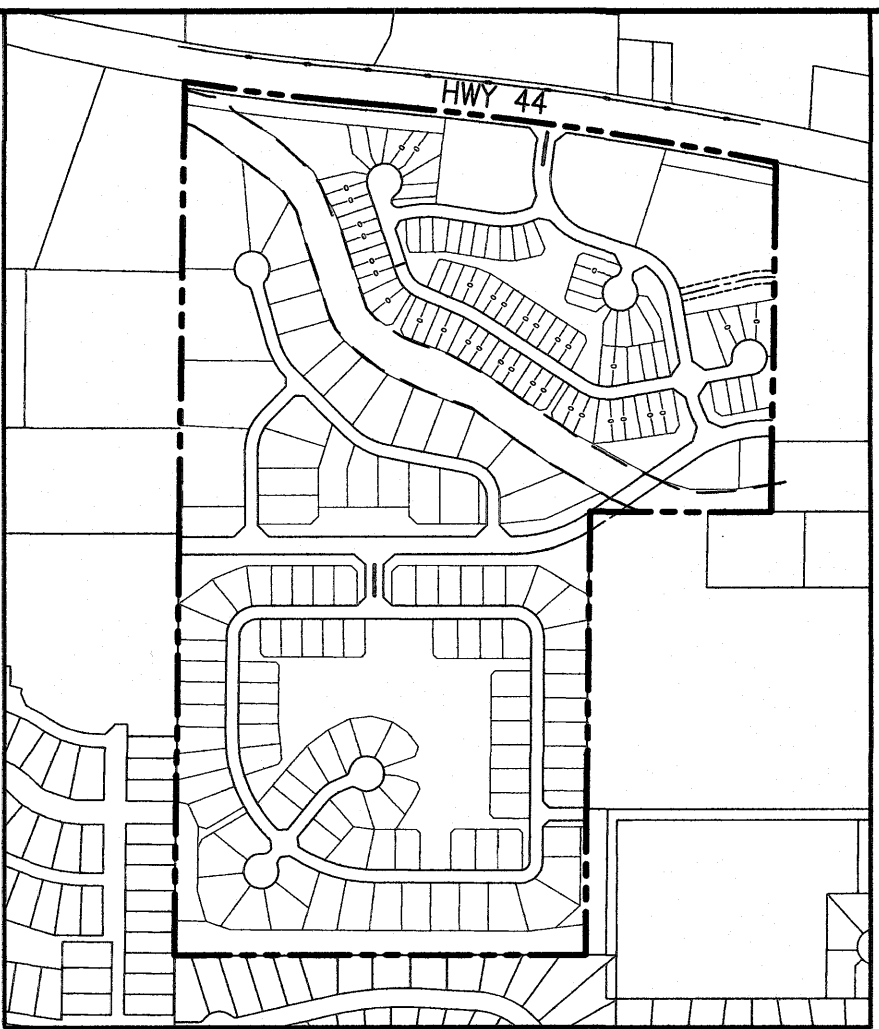
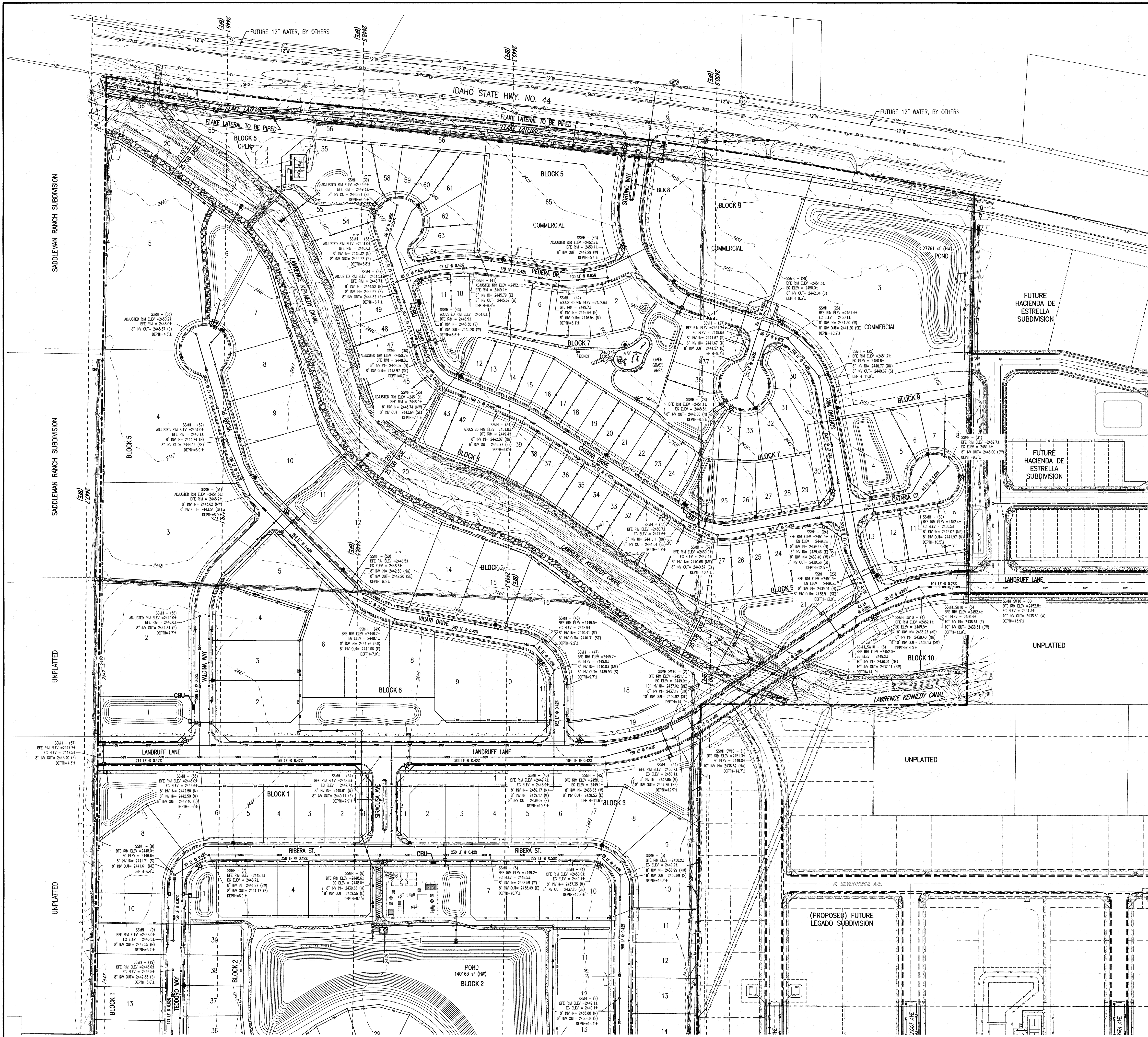
REVISIONS
 02-10-25 /s/ JH
 04-07-25 /s/ JH

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 ONLY IF ENGINEERING SOLUTIONS, L.P. AND WILL BE EXTENDED TO ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF ENGINEERING SOLUTIONS, L.P.

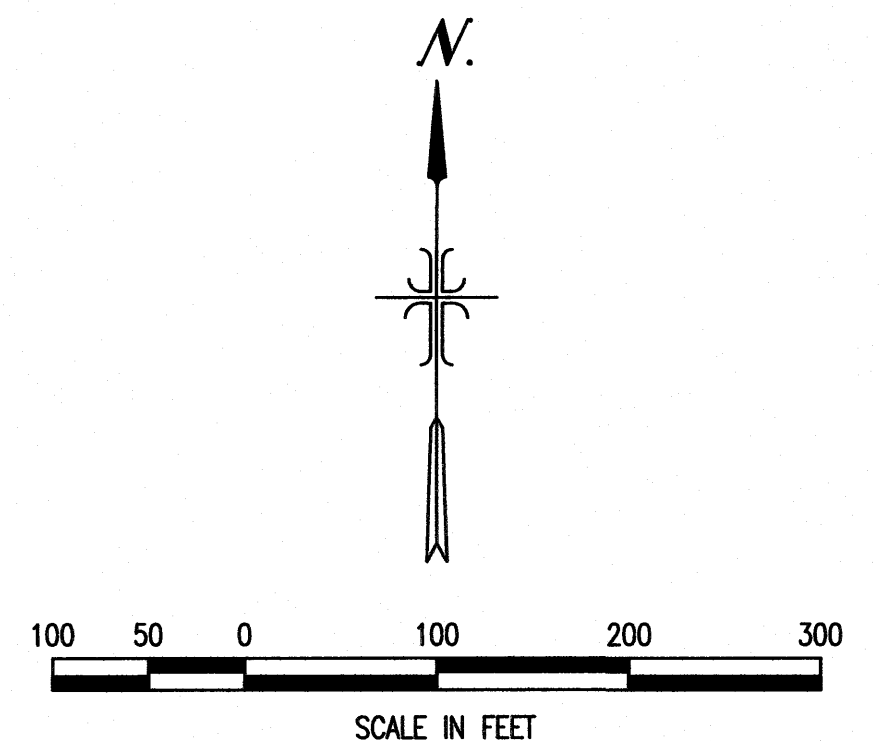
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SORANO ESTATES SUBDIVISION
PROPOSED - STREET DETAILS
 LOCATED IN A PORTIONS OF SECTIONS 12 AND 13,
 TOWNSHIP 4 NORTH, RANGE 2 WEST, B.M.
 CITY OF STAR, CANYON COUNTY, IDAHO

SCALE N.T.S.
 DWG. DATE 10/17/24
 PROJ. NO. 210918
 SHEET 5 OF 7
DTL-1
 /210918/PREL/SHTS/DTL.DWG



PHASE PLAN
1" = 600'



- LEGEND**
- BOUNDARY LINE
 - RIGHT-OF-WAY LINE
 - LOT LINE
 - LOT LINE (ZERO SETBACK)
 - CENTERLINE
 - EASEMENT LINE
 - EXIST. CONTOUR LINE
 - EXISTING WATER LINE
 - FUTURE SANITARY SEWER
 - PROPOSED WATER WITH FIRE HYDRANT
 - PROPOSED SANITARY SEWER
 - PROPOSED PRESSURE IRRIGATION
 - BASE FLOOD ELEVATION (BFE)
 - PROPOSED STREET LIGHT
 - PROPOSED CURB FLOW
 - PROPOSED PATHWAY (PAVED OR CONCRETE)
 - PROPOSED CURB, GUTTER & SEPARATED SIDEWALK
 - PROPOSED STORM DRAIN COLLECTION SYSTEM & DETENTION POND

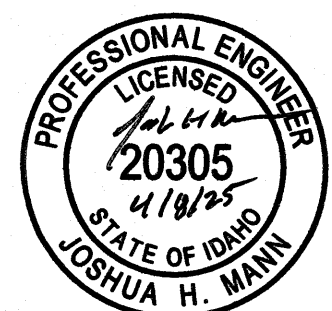
PRELIMINARY PLAT UTILITY NOTES

- SANITARY SEWER AND DOMESTIC WATER SERVICE TO BE PROVIDED BY STAR SEWER AND WATER DISTRICT.
- SUBJECT PROPERTY DOES FALL WITHIN FLOOD HAZARD ZONES AE. SEE FIRM PANEL 16027C0259G, DATED JUNE 07, 2019.
- 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, EXCEPT "0" LOT LINES AND OVER THE TWELVE (12) FEET ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY.
- THIS SUBDIVISION FALLS WITHIN THE CANYON COUNTY WATER COMPANY, LTD. AND MIDDLETON MILL DITCH COMPANY. ALL LOTS REMAIN SUBJECT TO THE ASSESSMENT OF SAID DISTRICT.
- IRRIGATION WATER HAS BEEN PROVIDED BY CANYON COUNTY WATER COMPANY, LTD. AND MIDDLETON MILL COMPANY, IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND/OR SHARES AND INDIVIDUAL LOTS WILL REMAIN SUBJECT TO ASSESSMENTS FROM THE APPLICABLE IRRIGATION ENTITIES, TO BE PAID THROUGH FEES ASSESSED BY THE SORANO ESTATES, HOA. THE PRESSURE IRRIGATION SYSTEM SHALL BE OWNED AND MAINTAINED BY THE SORANO ESTATES HOA'S OR ITS ASSIGNS.
- COMMON LOTS, AS SHOWN, SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR ITS ASSIGNS. THE COMMON LOTS ARE SUBJECT TO A BLANKET PUBLIC UTILITY, DRAINAGE AND IRRIGATION EASEMENT. OPEN SPACE LOTS MAY CONTAIN STORM WATER DRAINAGE SYSTEMS AND ARE SERVIENT TO HIGHWAY DISTRICT NO. 4 REGULATIONS.
- LOTS 18 & 24, BLOCK 1; LOT 20, BLOCK 5 AND LOT 3, BLOCK 10 ARE SUBJECT TO AN EASEMENT FOR CANYON COUNTY WATER COMPANY, LTD.
- LOT 20, 56 & 65 BLOCK 5; LOT 2, BLOCK 9 ARE SUBJECT TO AN EASEMENT FOR THE MIDDLETON MILL DITCH COMPANY.
- LOT 38, BLOCK 1 IS INTENDED FOR ACCESS AND MAINTENANCE OF THE GRAVITY IRRIGATION BOX, BY CANYON COUNTY WATER COMPANY, LTD.
- THE HOMEOWNERS ASSOCIATION, UNDERLYING PROPERTY OWNER OR ADJACENT PROPERTY OWNER IS RESPONSIBLE FOR ALL STORM DRAINAGE FACILITIES OUTSIDE THE PUBLIC RIGHT-OF-WAY, INCLUDING ALL ROUTINE MAINTENANCE.

OWNERS OF RECORD
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FAGUNDES FAMILY TRUST AGREEMENT
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Phone (209) 534-6252
(Norman Allinder)

DEVELOPER
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PLANNER / CONTACT
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REVISIONS
02-10-25 RS
04-07-25 RS

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SORANO ESTATES SUBDIVISION
PROPOSED UTILITY PLAN
LOCATED IN A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, B.M. CITY OF STAR, CANYON COUNTY, IDAHO

SCALE 1"=100'
DWG. DATE 10/17/24
PROJ. NO. 210918
SHEET 6 OF 7

UTIL-1
/210926-PRE/SHTS/UTIL.DWG

SORANO SUBDIVISION – ELEVATIONS

EXHIBIT C



SORANO SUBDIVISION – ELEVATIONS



SORANO SUBDIVISION – ELEVATIONS



SORANO SUBDIVISION – ELEVATIONS



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FRONT-LOAD TOWNHOMES

