

ORDINANCE NO. 360-2022
(OAKLAWN CROSSING 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 8005 W. JOPLIN ROAD IN STAR, IDAHO (ADA COUNTY PARCEL S0419417200), AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY PINNACLE LAND DEVELOPMENT LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-4-DA) AND MIXED USE WITH A DEVELOPMENT AGREEMENT (MU-DA) OF APPROXIMATELY 25.87 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 January 11, 2022 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-4-DA) and Mixed Use with a Development Agreement (MU-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 zoned Residential with a Development Agreement (R-4-DA) and Mixed Use with a Development Agreement (MU-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 zoned Residential with a Development Agreement (R-4-DA) and Mixed Use with a Development Agreement (MU-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 may 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

Oaklawn Crossing Subdivision
Description for
R-4-DA Zone
March 29, 2022

A portion of the Northeast 1/4 of the Southeast 1/4 of Section 19 and the Northwest 1/4 of the Southwest 1/4 of Section 20, Township 4 North, Range 1 West, B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 19 and 20, Township 4 North, Range 1 West, B.M., from which the Section corner common to Sections 19, 20, 29 and Section 30, Township 4 North, Range 1 West, B.M., bears South 00°46'11" West, 2,633.06 feet; thence on the East-West centerline of Section 19, North 88°56'31" West, 437.57 feet to the **REAL POINT OF BEGINNING**;

thence South 01°03'29" West, 480.76 feet;

thence South 89°13'49" East, 444.56 feet to the centerline of N. Star Road as shown on ITD F.A.P. No. S-3770(1) right-of-way plans;

thence on said centerline the following two (2) courses and distances:

South 00°13'16" West, 193.40 feet;

175.33 feet along the arc of curve to the right having a radius of 57,295.78 feet, a central angle of 00°10'31" and a long chord which bears South 00°18'32" West, 175.33 feet;

thence leaving said centerline, South 76°57'33" West, 408.61 feet;

thence North 78°58'19" West, 911.51 feet;

thence North 00°55'08" East, 788.94 feet to the East-West centerline of Section 19;

thence on said centerline of Section 20, South 88°56'31" East, 846.29 feet to the **REAL POINT OF BEGINNING**.

Containing 21.092 acres, more or less.

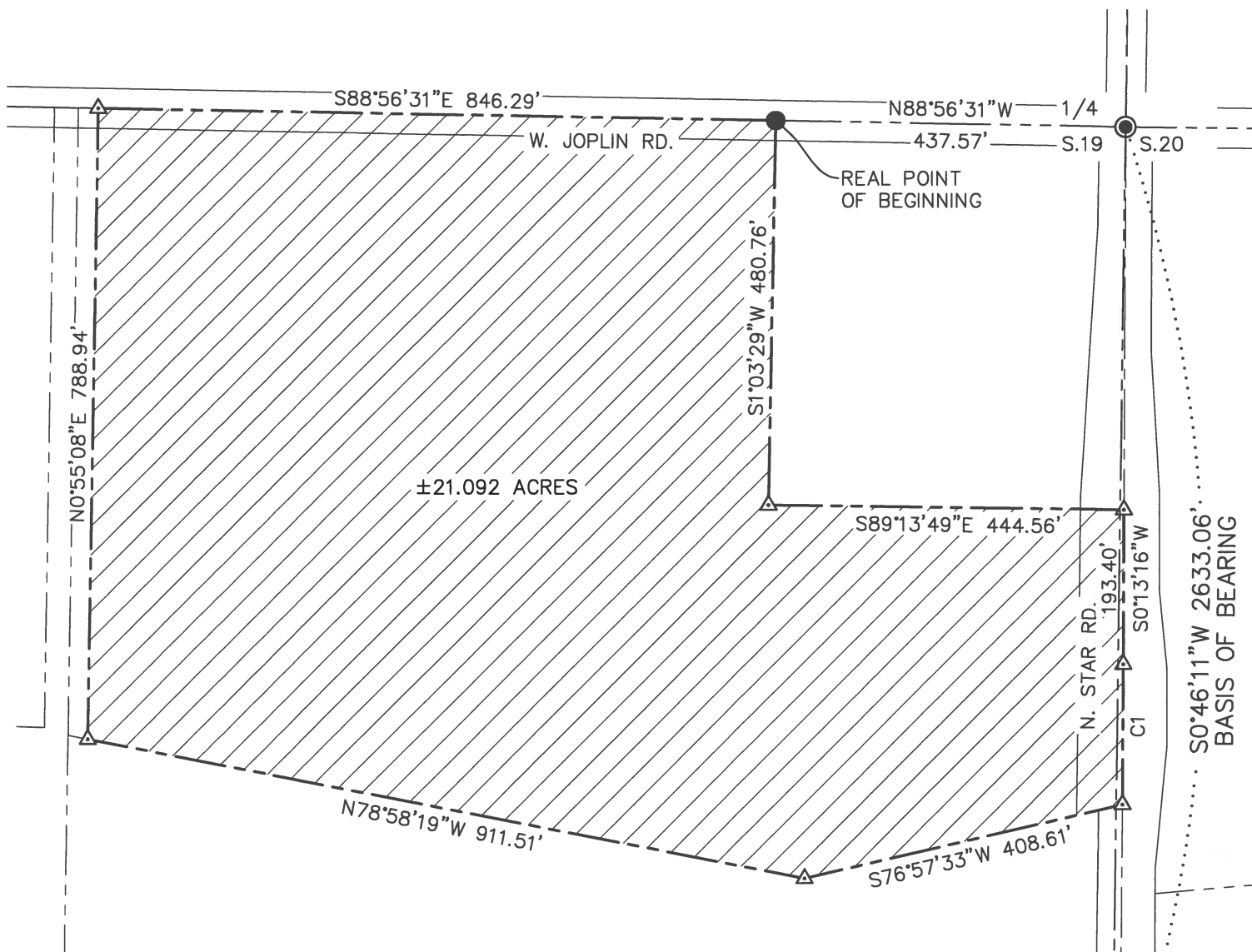
End of Description.





SCALE: 1"=200'

0 50 100 200 400

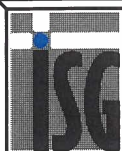


| CURVE TABLE | | | | | |
|-------------|--------|----------|----------|------------|-------------|
| CURVE | LENGTH | RADIUS | DELTA | CHORD BRG. | CHORD DIST. |
| C1 | 175.33 | 57295.78 | 0°10'31" | S0°18'32"W | 175.33 |



S.19 S.20
S.30 S.29

P:\Oaklawn Crossing_21-309\dwg\Zone R4-DA Ex.dwg 3/29/2022 6:53:48 PM



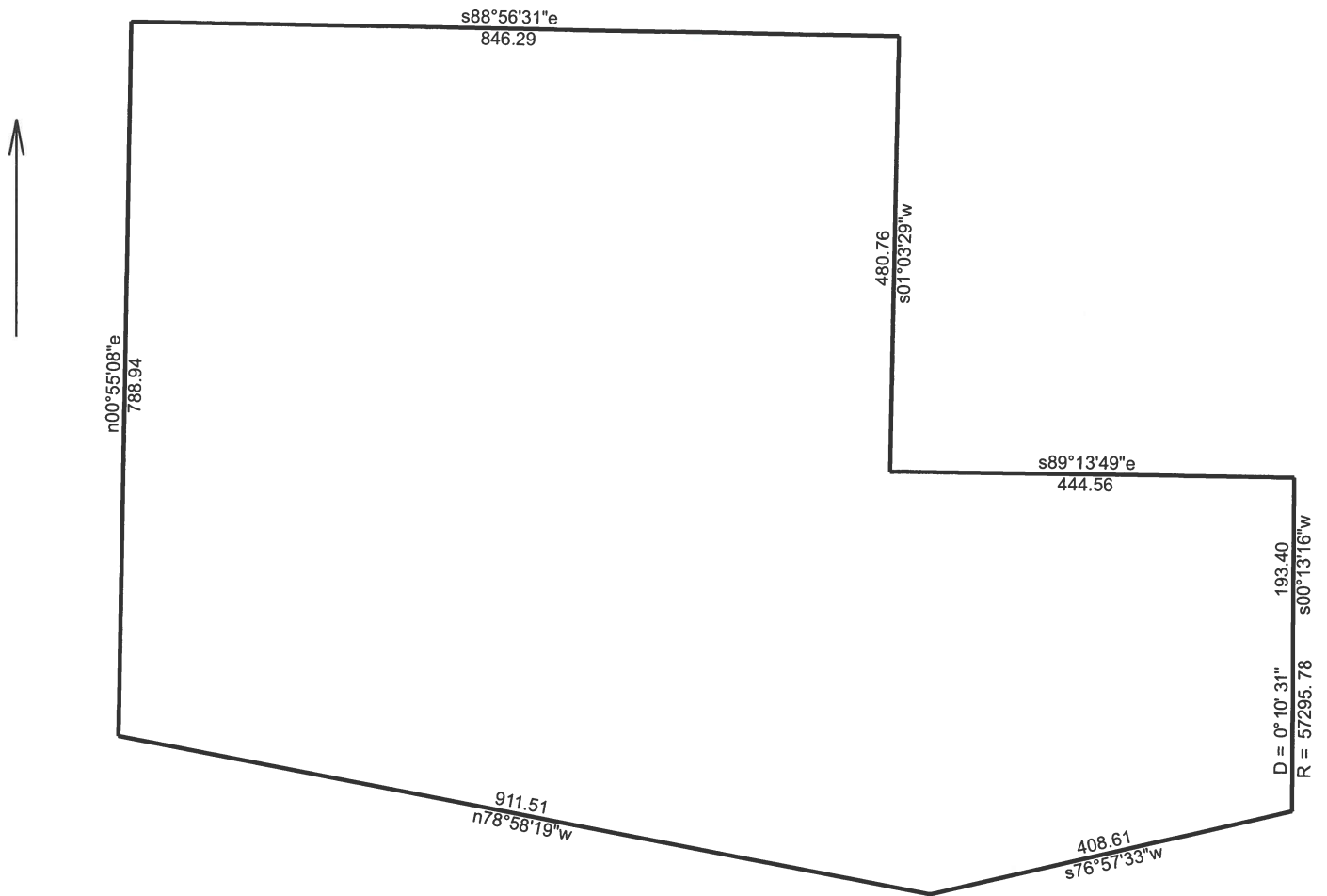
**IDAHO
SURVEY
GROUP, LLC**

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT DRAWING FOR
R-4-DA ZONE
OAKLAWN CROSSING SUBDIVISION

LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 19 AND THE NW 1/4 OF
THE SW 1/4 OF SECTION 20, T.4N., R.1W., B.M., ADA COUNTY, IDAHO

JOB NO.
20-026
SHEET NO.
1
DWG. DATE
3/29/2022



3/29/2022

Scale: 1 inch= 200 feet

File: R-4-DA Zone.ndp

Tract 1: 21.0908 Acres, Closure: s00.3148e 0.05 ft. (1/86816), Perimeter=4249 ft.

01 e158.34 n410.41

02 s01.0329w 480.76

03 s89.1349e 444.56

04 s00.1316w 193.40

05 Rt, r=57295.78, delta=000.1031, chord=s00.1832w 175.28

06 s76.5733w 408.61

07 n78.5819w 911.51

08 n00.5508e 788.94

09 s88.5631e 846.29

Oaklawn Crossing Subdivision
Description for
MU-DA Zone
March 29, 2022

A portion of the Northeast 1/4 of the Southeast 1/4 of Section 19 and the Northwest 1/4 of the Southwest 1/4 of Section 20, Township 4 North, Range 1 West, B.M., Ada County, Idaho, more particularly described as follows:

BEGINNING at the 1/4 corner common to Sections 19 and 20, Township 4 North, Range 1 West, B.M., from which the Section corner common to Sections 19, 20, 29 and Section 30, Township 4 North, Range 1 West, B.M., bears South 00°46'11" West, 2,633.06 feet;

thence on the East-West centerline of Section 20, South 89°20'44" East, 0.50 feet to the centerline of N. Star Road as shown on ITD F.A.P. No. S-3770(1) right-of-way plans;

thence on said centerline the following two (2) courses and distances:

239.52 feet along the arc of a curve to the left having a radius of 57,295.78 feet, a central angle of 00°14'22" and a long chord which bears South 00°20'27" West, 239.52 feet;

South 00°13'16" West, 239.05 feet;

thence leaving said centerline, North 89°13'49" West, 444.56 feet;

thence North 01°03'29" East, 480.76 feet to the East-West centerline of Section 19;

thence on said centerline of Section 20, South 88°56'31" East, 437.57 feet to the **REAL POINT OF BEGINNING**.

Containing 4.858 acres, more or less.

End of Description.





SCALE: 1"=200'

0 50 100 200 400

REAL POINT
OF BEGINNING

S89°20'44"E
0.50'

1/4
S.19

S.20

C1

W. JOPLIN RD.

S88°56'31"E

437.57'

1/4

S.19

S.20

N1°03'29"E 480.76'

±4.858 ACRES

N89°13'49"W 444.56'

N. STAR RD.

239.05'
S0°13'16"W

S0°46'11"W 2633.06'
BASIS OF BEARING

CURVE TABLE

| CURVE | LENGTH | RADIUS | DELTA | CHORD BRG. | CHORD DIST. |
|-------|--------|----------|----------|------------|-------------|
| C1 | 239.52 | 57295.78 | 0°14'22" | S0°20'27"W | 239.52 |



S.19 S.20
S.30 S.29

D:\Cekic\crossing_21-306\dwg\Zone MU-DA_Ex.dwg 3/29/2022 5:54:21 PM



IDAHO
SURVEY
GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

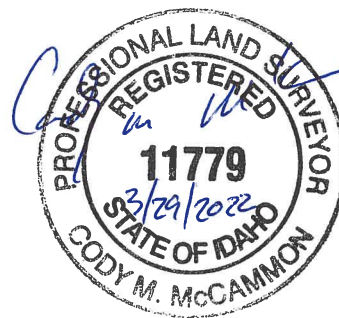
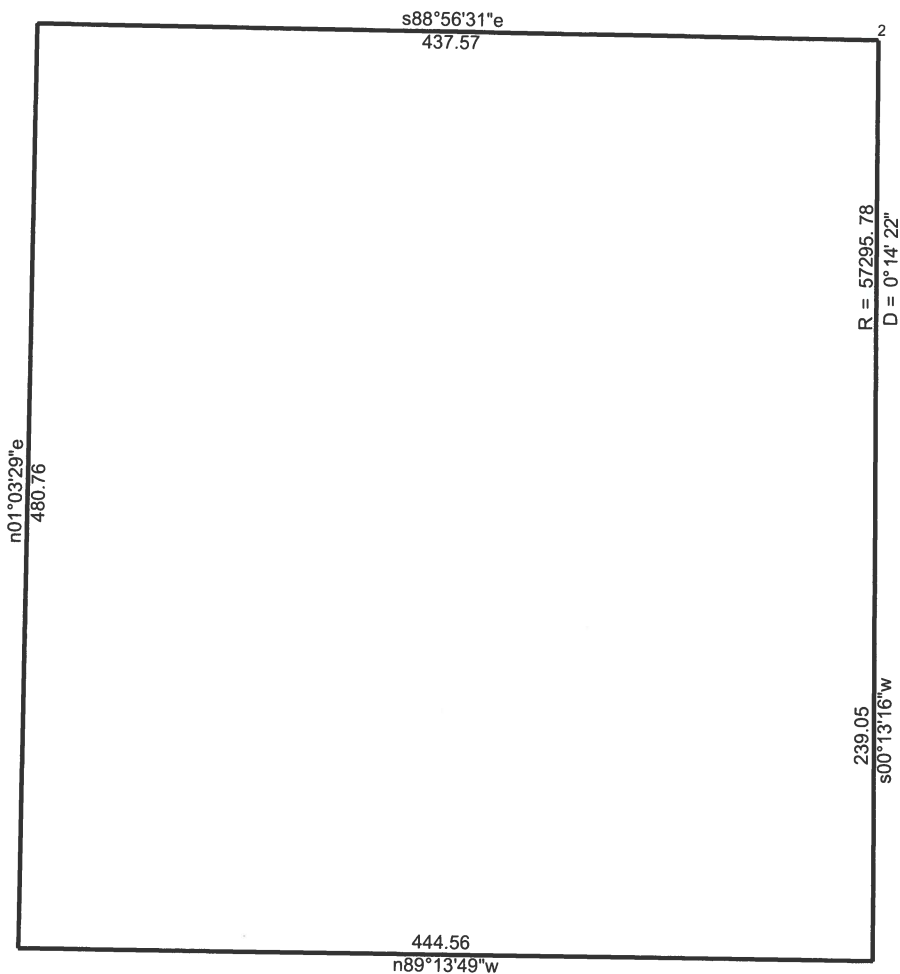
EXHIBIT DRAWING FOR
MU-DA ZONE
OAKLAWN CROSSING SUBDIVISION

LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 19 AND THE NW 1/4 OF
THE SW 1/4 OF SECTION 20, T.4N., R.1W., B.M., ADA COUNTY, IDAHO

JOB NO.
20-026

SHEET NO.
1

DWG. DATE
3/29/2022



3/29/2022

Scale: 1 inch= 100 feet

File: MU-DA Zone.ndp

Tract 1: 4.8572 Acres (211579 Sq. Feet), Closure: s04.3342w 0.08 ft. (1/24152), Perimeter=1842 ft.

01 e30.21 n120.83

07 s88.5631e 437.57

02 s89.1915e 0.5

03 Lt, r=57295.78, delta=000.1422, chord=s00.2027w 239.44

04 s00.1316w 239.05

05 n89.1349w 444.56

06 n01.0329e 480.76

DEVELOPMENT AGREEMENT OAKLAWN CROSSING 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 **Pinnacle Land Development, LLC**, a limited liability company, hereinafter referred to as "Owner".

WHEREAS, Owner owns a parcel of land of approximately 25.87 acres in size, currently located within the City of Star and Ada County, zoned RUT, and more particularly described in **Exhibit A** of Ordinance 360, which is attached hereto and incorporated by reference herein (the "Property");

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

WHEREAS, the parties agree to the zoning designations for the Property as provided in Exhibit A;

WHEREAS, a Request for Annexation and Zoning of the Property to R-4-DA and MU-DA, and a preliminary plat was made as File No. AZ-21-08/DA-21-10/PP-21-11, 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, which applications were approved;

WHEREAS, the intent of this Agreement is to protect the rights of Owner 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 Property described on **Exhibit A**, Owner is allowed to develop approximately 25.87 acres as follows:

- Zoning Classification: The zoning classification of the Property shall be R-4-DA and MU-DA.
- The Owner shall comply with all city ordinances relating to the Property except as otherwise provided herein.

2.2 Site Design. The Property shall be developed in substantial conformance with the approved preliminary plat, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**.

2.3 Uses. The Property is hereby approved for a maximum of 65 single-family residential lots and 1 multi-family dwelling lot. All future uses are subject to review requirements as stated within the Unified Development Code, unless specified within this Agreement. Housing styles shall be consistent with the submitted elevations detailed in **Exhibit C**.

2.4 Setbacks. All dimensional standards, including setbacks, shall conform to the R-4 standards in place at the time of approval of the preliminary plat.

2.5 Additional Requirements:

- 7' Sidewalks shall be constructed along Joplin Road and Star Road, or bonded for through ACHD
- All streets within the development shall have minimum 36' roadway widths.
- Coordinate with Star Sewer and Water District and the Aldrich property on a sewer stub
- The following uses are approved as principally permitted in the Mixed-Use zone:
 - Shopping/Retail
 - Professional Office
 - Restaurant/Drive-Thru
- Commercial uses shall be disclosed within the CC&R's regarding lights, noise and operation.

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 traffic mitigation fee determined, or revised, by the Idaho Transportation Department as follows: the Developer will pay the City an amount not to exceed \$1,630.00 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 expands the use permitted by this Agreement or fails 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 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. At the City's request, Owner shall provide an affidavit agreeing to submit the Property to this 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 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, 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 Owner. 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 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

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.

Owner: Pinnacle Land Development LLC
Contact: [REDACTED]
Address: [REDACTED]

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.

Trevor A. Chadwick, Mayor

Jacob M. Qualls, City Clerk

OWNER:

Pinnacle Land Development LLC, a limited
liability company

By: _____

Its: _____

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 _____, known to me to be the Manager of **Pinnacle Land Development LLC**, who subscribed his name to the foregoing instrument, and acknowledged to me that he 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 _____

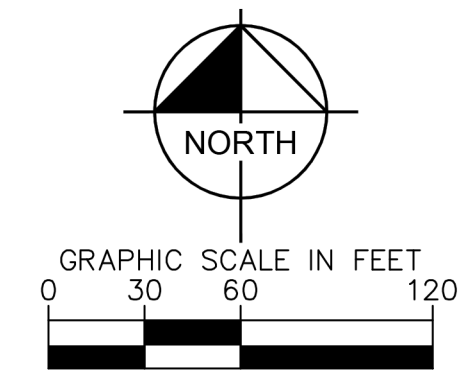
EXHIBIT B



SITE DATA

PARCEL #: S0419417200
 GROSS AREA: 25.87 ACRES
 NET AREA: 24.28 ACRES
 EXISTING ZONING: RUT
 PROPOSED ZONING: R-4
 PROPOSED LOT COUNT: 71
 PROPOSED OPEN SPACE: 2.36 ACRES

THIS PLAN IS FOR CONCEPTUAL PURPOSES ONLY & REQUIRES DETAILED SITE PLANNING, ENGINEERING & CITY/COUNTY APPROVALS. ACREAGE & DENSITY IS ESTIMATED. LANDSCAPING/AMENITY DESIGN IS ILLUSTRATIVE ONLY.



A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 1 WEST, B.M., ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A 5/8" IRON PIN MARKING THE 1/4 CORNER COMMON TO SECTIONS 19 AND 20, TOWNSHIP 4 NORTH, RANGE 1 WEST, B.M., FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE SECTION CORNER COMMON TO SECTIONS 19, 20, 29 AND SECTION 30, TOWNSHIP 4 NORTH, RANGE 1 WEST, B.M., BEARS SOUTH 00°46'11" WEST, 2,633.06 FEET;

THENCE ON THE EAST-WEST CENTERLINE OF SECTION 20, SOUTH 89°20'4" EAST, 0.50 FEET TO THE CENTERLINE OF N. STAR ROAD AS SHOWN ON 1" F.A.P. NO. S-3770(1) RIGHT-OF-WAY PLANS;

THENCE ON SAID CENTERLINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

239.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 57,295.78 FEET, A CENTRAL ANGLE OF 00°14'22" AND A LONG CHORD WHICH BEARS SOUTH 00°20'27" WEST, 239.52 FEET;

SOUTH 00°13'16" WEST, 432.45 FEET;

175.33 FEET ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 57,295.78 FEET, A CENTRAL ANGLE OF 00°10'31" AND A LONG CHORD WHICH BEARS SOUTH 00°18'32" WEST, 175.33 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 76°57'33" WEST, 408.61 FEET;

THENCE NORTH 78°58'19" WEST, 911.51 FEET;

THENCE NORTH 00°55'08" EAST, 788.94 FEET TO THE EAST-WEST
CENTERLINE OF SECTION 19;

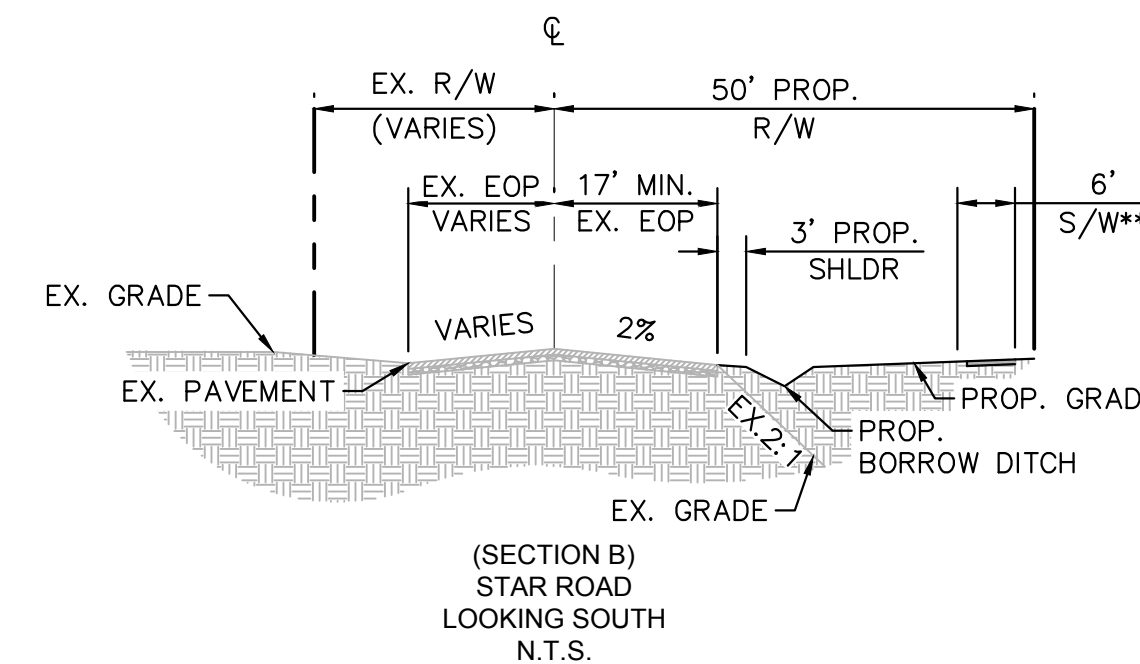
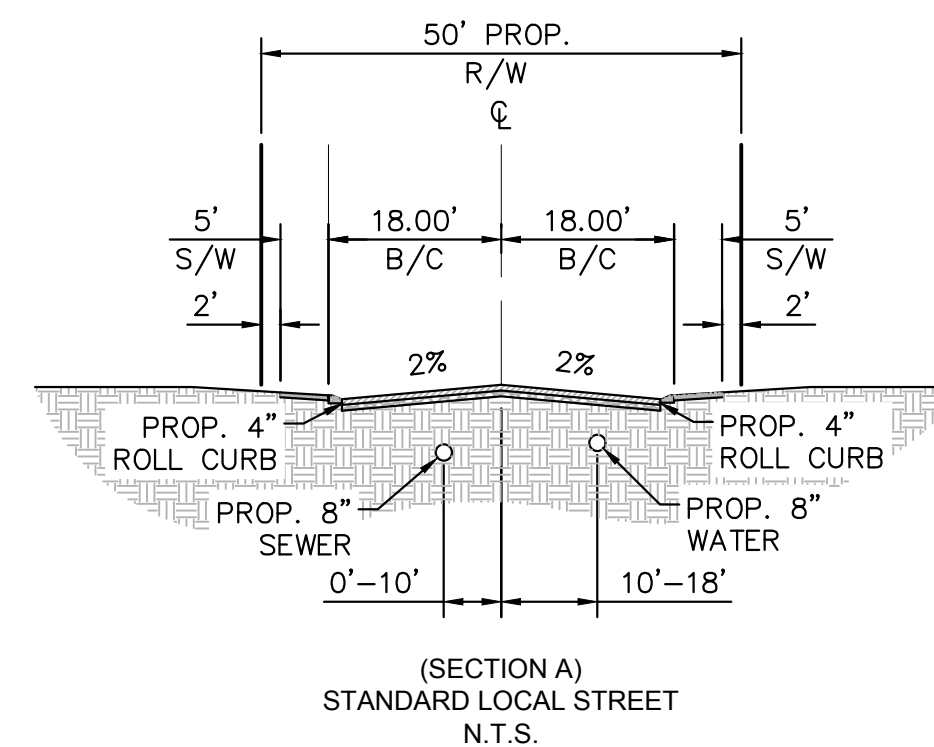
THENCE ON SAID CENTERLINE OF SECTION 20, SOUTH 88°56'31" EAST,
1,283.86 FEET TO THE REAL POINT OF BEGINNING.

CONTAINING 25.949 ACRES, MORE OR LESS.

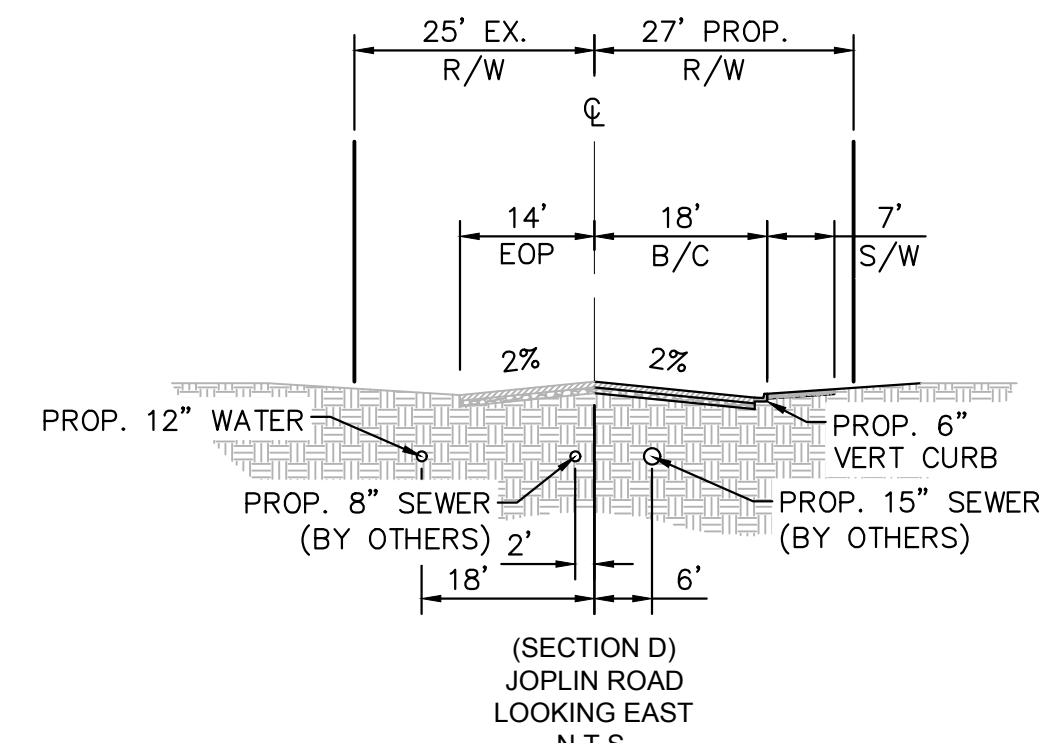
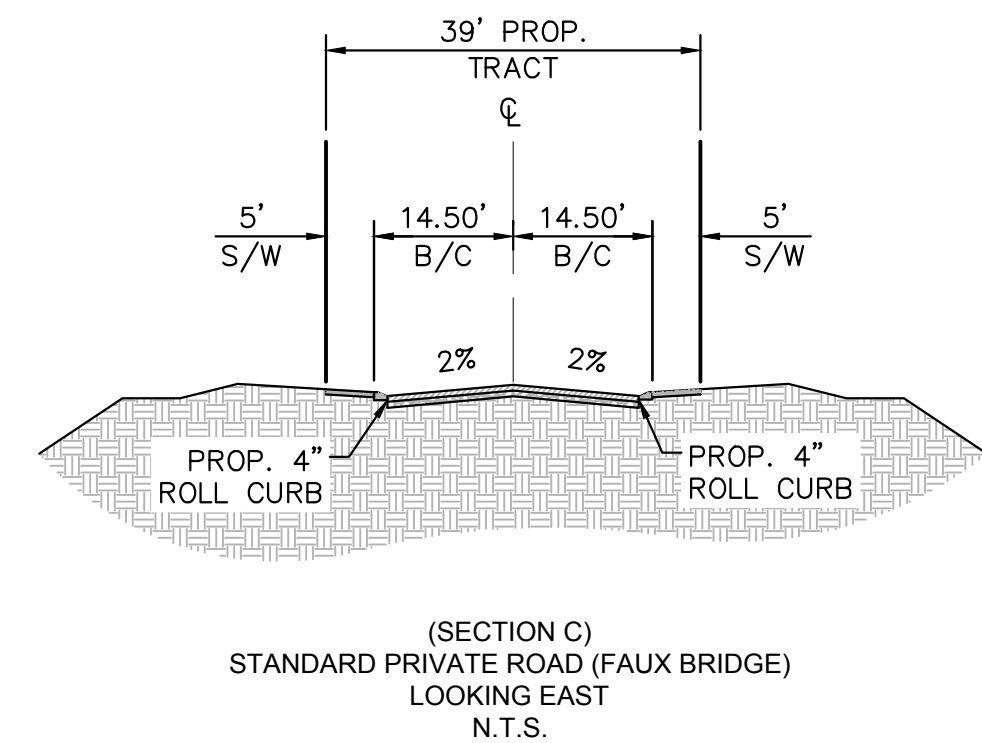
END OF DESCRIPTION.

1. CONTOUR AND SPOT ELEVATION DATA IS REFERENCE TO NAVD '88 DATUM.
2. ALL STREETS PROPOSED IN THIS DEVELOPMENT ARE PUBLIC STREETS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH ACHD STANDARD FOR PUBLIC STREETS.
3. BLOCK 1 LOT 1, BLOCK 2 LOT 1, BLOCK 3 LOT 1, BLOCK 4 LOT 13, AND BLOCK 4 LOT 31 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE OAKLAWN SUBDIVISION HOMEOWNERS ASSOCIATION. THESE LOTS SHALL BE USED FOR HOMEOWNER PEDESTRIAN ACCESS AND LANDSCAPING AND ARE SUBJECT TO A BLANKET EASEMENT ACROSS SAID LOTS FOR PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE.
4. STORMWATER RUNOFF GENERATED ON THIS SITE SHALL HAVE A QUALITY CONTROL TREATMENT PRIOR TO BEING CONVEYED TO ONSITE STORAGE FACILITIES.
5. PUBLIC UTILITIES SHALL INCLUDE WATER, SEWER, ELECTRIC POWER, NATURAL GAS, TELEPHONE, AND CABLE TELEVISION.
6. THIS SUBDIVISION WILL RECEIVED PRESSURE IRRIGATION FROM A PRESSURE IRRIGATION SYSTEM OWNED AND MAINTAINED BY THE HOA.
7. DOMESTIC WATER SERVICE AND FIRE PROTECTION SHALL BE PROVIDED BY THE STAR WATER AND SEWER DISTRICT.
8. SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE STAR SEWER AND WATER DISTRICT.
9. THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES: "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 NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
10. THE OWNER SHALL COMPLY WITH IDAHO CODE, SECTION 31-3805 OR ITS PROVISIONS THAT MAY APPLY TO IRRIGATION RIGHTS.
11. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH CITY OF STAR CODE UNLESS OTHERWISE MODIFIED BY CONDITIONAL USE PERMIT.
12. THE BOTTOM ELEVATION OF BUILDING FOOTINGS SHALL BE SET A MINIMUM OF 12 INCHES ABOVE THE HIGHEST ESTABLISHED NORMAL GROUNDWATER ELEVATION.
13. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE MOST RECENTLY APPROVED SUBDIVISION STANDARDS OF THE CITY OF MERIDIAN AT THE TIME OF THE RE-SUBDIVISION.
14. ALL LOT LINES COMMON TO PUBLIC STREETS ARE HEREBY DESIGNATED TO HAVE A TEN (10) FOOT PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE, UNLESS OTHERWISE DIMENSIONED.
15. FRONT, REAR, AND SIDE YARD EASEMENT LOCATIONS AND WIDTHS TO BE DETERMINED WITH PERMIT.
16. MAINTENANCE OF ANY IRRIGATION AND DRAINAGE PIPES OR DITCHES CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.
17. RESTRICTIVE COVENANTS WILL BE IN EFFECT FOR THIS SUBDIVISION.

A PORTION OF THE NE $\frac{1}{4}$ OF SECTION 19 & SW $\frac{1}{4}$ OF SECTION 20,
TOWNSHIP 4 NORTH, RANGE 1 WEST
ADA COUNTY, IDAHO



**DEVELOPER IS SEEKING A MODIFICATION OF POLICY FROM ACHD TO ELIMINATE REQUIREMENT FOR S/W CONSTRUCTION DUE TO HARDSHIP CAUSED BY EXTREME EXISTING GRADES THAT WERE CONSTRUCTED WITH STAR ROAD.



PINNACLE LAND DEVELOPMENT, L.L.
7629 E PINNACLE PEAK ROAD #110
SCOTTSDALE, ARIZONA 85255
TELEPHONE: (480) 401-0800
CONTACT: RANDY CLARNO
EMAIL: RANDY@CRITERIONLAND.COM

KIMLEY-HORN AND ASSOCIATES, INC.
950 W BANNOCK STREET, SUITE 1100
BOISE, IDAHO 83702
PHONE: (208) 906-3871
CONTACT: TELLER BARD, PE
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IDAHO SURVEY GROUP
9955 W. EMERALD ST.
BOISE, IDAHO 83704
PHONE: (208) 846-8570
CONTACT: CODY MCCAMMON, PLS
EMAIL: CODYMC@IDAHSURVEY.COM

| | |
|--|--|
| | PROPOSED CL/SECTION LINE |
| | PROPOSED SWALE |
| | PROPOSED BOUNDARY |
| | ROAD RIGHT OF WAY |
| | LOT LINE |
| | EASEMENT |
| | PROPOSED SEWER |
| | PROPOSED WATER (3' COVER) |
| | STORM WATER INFRASTRUCTURE EASEMENT |
| | PROPOSED POND |
| | PROPOSED POND HIGHWATER |
| | PROPOSED POND BENCH |
| | PROPOSED POND CONTOUR |
| | PROPOSED CURB |
| | PROPOSED FOREBAY |

EXISTING ZONING RUT
PROPOSED ZONING: R-4

GROSS ACREAGE: 25.87 AC
NET ACREAGE: 24.28 AC
GROSS RESIDENTIAL ACREAGE: 21.04 AC
NET RESIDENTIAL ACREAGE: 20.51 AC
GROSS MIXED USE ACREAGE: 4.83 AC
NET MIXED USE ACREAGE: 3.77 AC

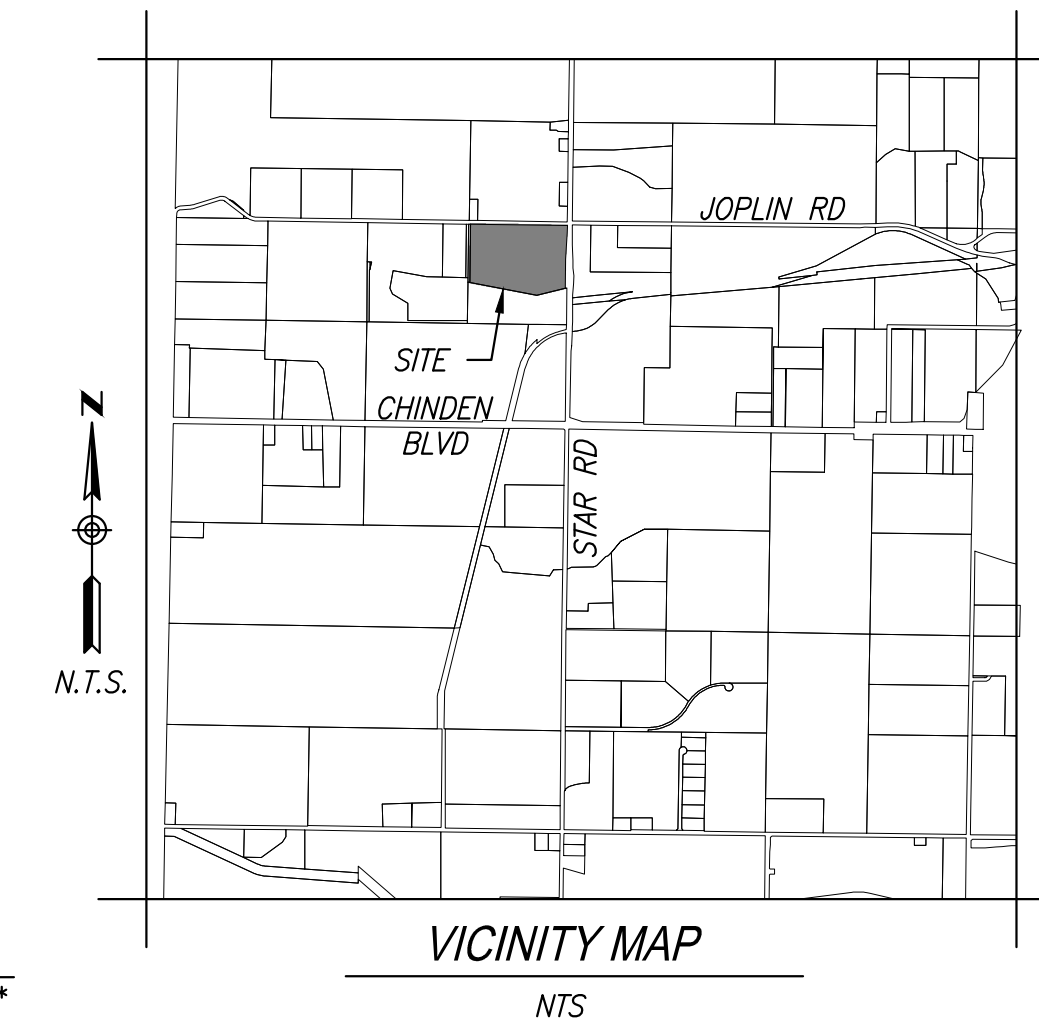
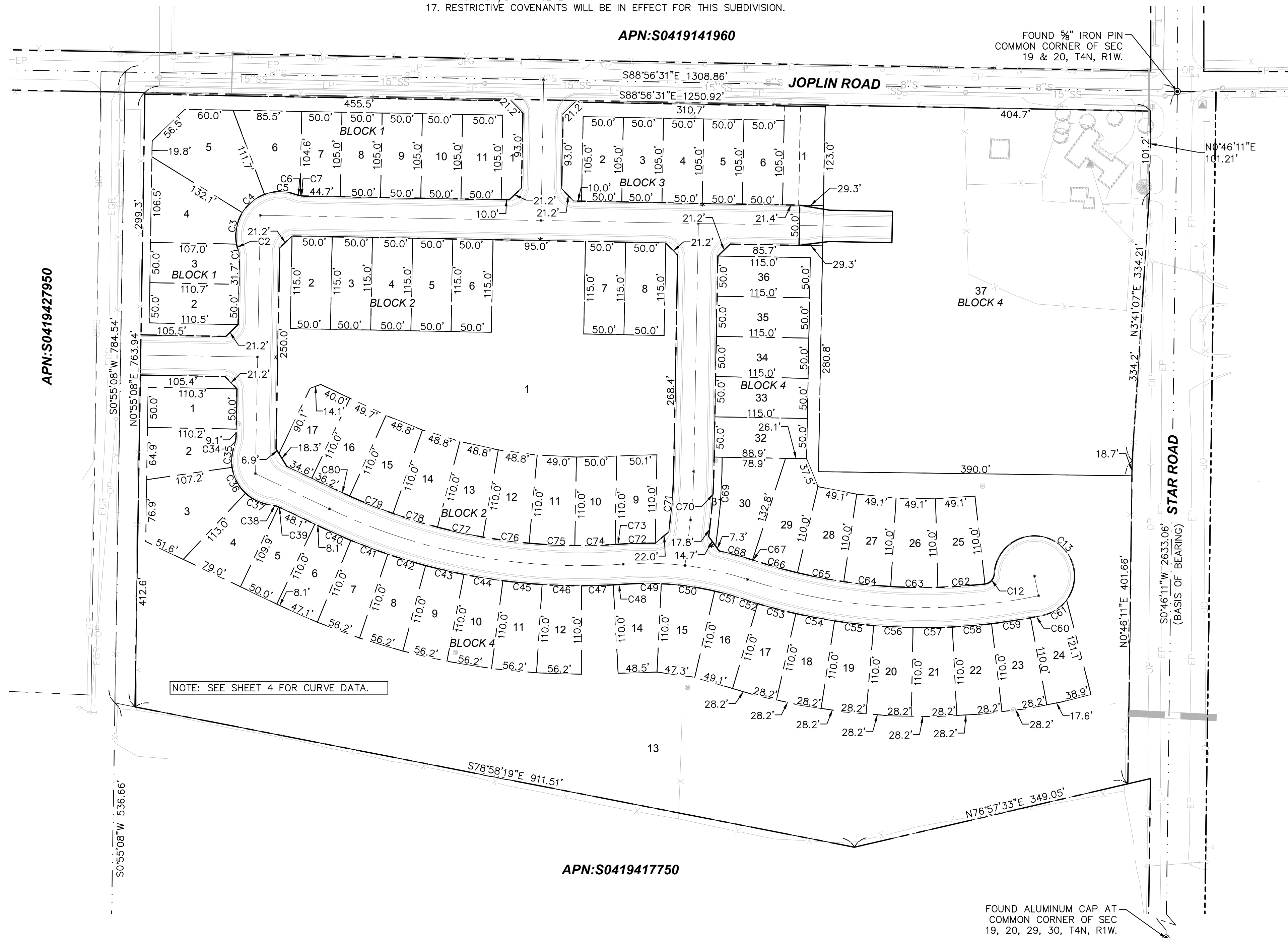
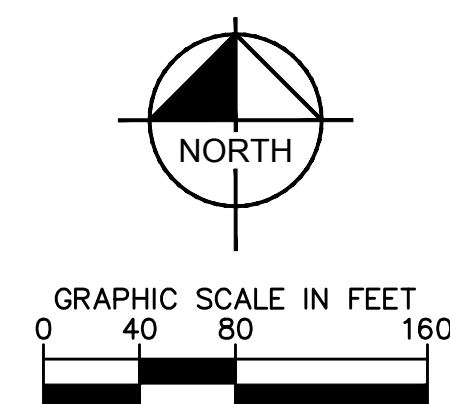
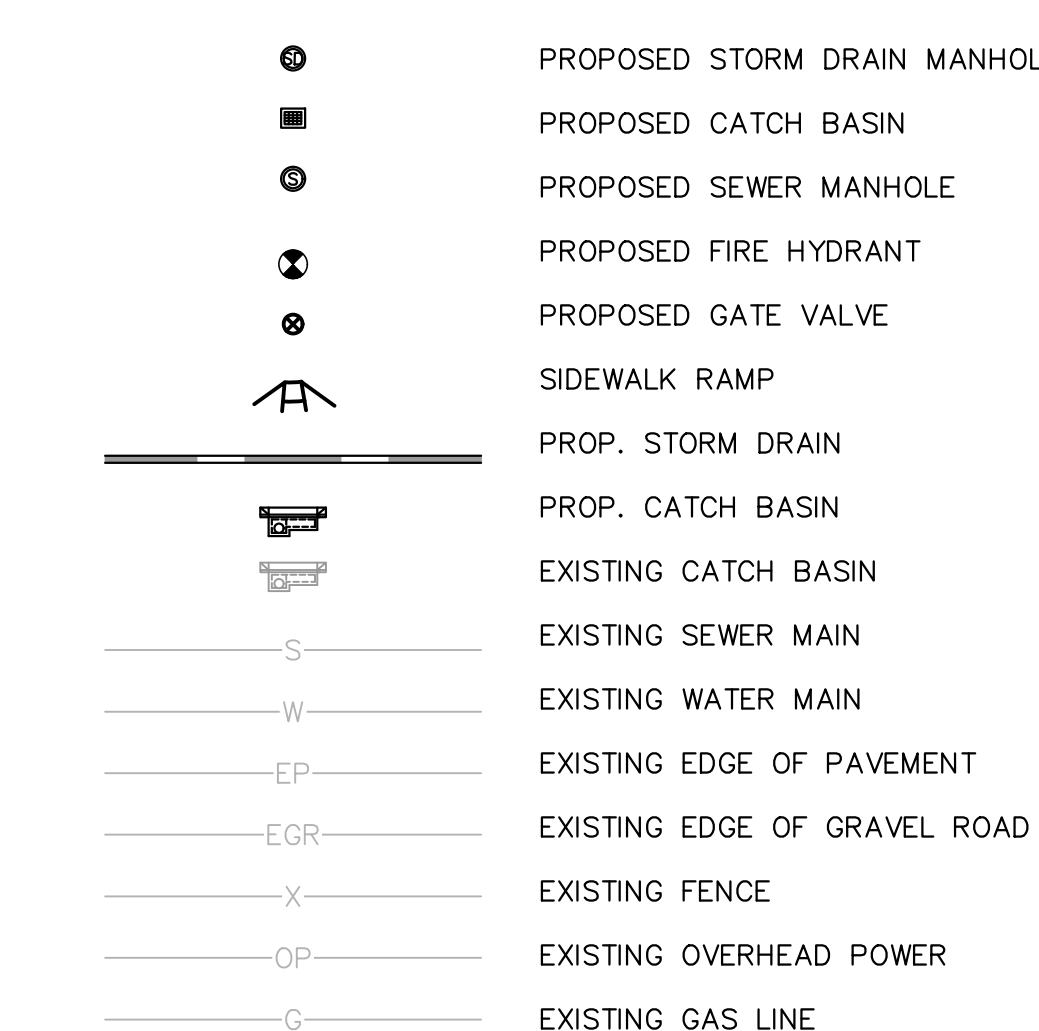
TOTAL LOTS: 71
COMMON LOTS: 5
MIXED USE LOTS: 1
RESIDENTIAL LOTS: 65

GROSS DENSITY: 2.51 DU/AC
RESIDENTIAL GROSS DENSITY: 3.09 DU/AC

BUFFER OPEN SPACE: 0.67 AC
COMMON OPEN SPACE: 1.03 AC
POND OPEN SPACE (50% USABLE): 1.47 AC
USABLE OPEN SPACE: 2.36 AC
VISUAL NATURAL OPEN SPACE: 0.63 AC (2.34 AC TOTAL)

TOTAL OPEN SPACE: 5.43 AC (25.8% OF GROSS)

TYPICAL LOT WIDTH: 50'
TYPICAL LOT AREA: 5,250 SF




| SHEET INDEX | |
|--------------|---------------------|
| SHEET NUMBER | SHEET TITLE |
| 1 | PRELIMINARY PLAT |
| 2 | EXISTING CONDITIONS |
| 3 | PROPOSED CONDITIONS |
| 4 | LOT AND CURVE DATA |

Kimley»Horn

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950 Bannock Street, Suite 1100
Boise, Idaho 83702 (208) 297-2885

SCALE (H): 1"=80"
SCALE (V): NONE
DESIGNED BY: ITC
DRAWN BY: ITC
CHECKED BY: TRB
DATE: 4/15/2021

OAKLAWN CROSSING
PRELIMINARY PLATT
STAR, IDAHO



| |
|-----------------------------|
| EXPIRES 10/31/21 |
| PROJECT NO. 291015010 |
| DRAWING NAME 5010-PP-CVR |

\\PHX_Civil\291015010 - Lane Property\CADD\Preliminary Plat\5010-PP-CVR.dwg Apr 15, 2021 Ian.Connair

EXHIBIT C

HOMES



OAKLAWN CROSSING®