ORDINANCE NO. 415-2025 (TERRAMOR SUBDIVISION ANNEXATION)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO; MORE SPECIFICALLY LOCATED ON THE NORTH SIDE OF STATE HWY 44 BETWEEN KINGSBURY ROAD & BLESSINGER ROAD IN STAR, IDAHO (CANYON COUNTY PARCELS R3381401100, R33997001100, R3398001000, R339810000, R3398700000 & R33996010A0) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY COREY BARTON & OPEN DOOR RENTALS, LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL DISTRICT WITH A DEVELOPMENT AGREEMENT AND PLANNED UNIT DEVELOPMENT (R-3-DA-PUD), NEIGHBORHOOD COMMERCIAL DISTRICT WITH A DEVELOPMENT AGREEMENT AND PLANNED UNIT DEVELOPMENT (C-1-DA-PUD) AND GENERAL COMMERCIAL DISTRICT WITH A DEVELOPMENT AGREEMENT AND PLANNED UNIT DEVELOPMENT (C-2-DA-PUD) OF APPROXIMATELY 297.17 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, 2022 and subsequently amended; and

WHEREAS, the owner(s) of the real property situated in the unincorporated areas of Canyon 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 April 15, 2025 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 and Planned Unit Development (R-3-DA-PUD), Neighborhood Commercial with a Development Agreement and Planned Unit Development (C-1-DA-PUD) and General Commercial with a Development Agreement and Planned Unit Development (C-2-DA-PUD) 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: WHEREAS, the owner(s) of the real property situated in the unincorporated areas of Canyon 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

<u>Section 2:</u> The real property, described in the attached "Exhibit A", including adjacent right of way, situated in Canyon 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.

<u>Section 3:</u> The zoning land use classification of the land described in Section 2 above, is hereby established as Residential with a Development Agreement and Planned Unit Development (R-3-DA-PUD), Neighborhood Commercial with a Development Agreement and Planned Unit Development (C-1-DA-PUD) and General Commercial with a Development Agreement and Planned Unit Development (C-2-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 2 above in the Residential with a Development Agreement and Planned Unit Development (R-3-DA-PUD), Neighborhood Commercial with a Development Agreement and Planned Unit Development (C-1-DA-PUD) and General Commercial with a Development Agreement and Planned Unit Development (C-1-DA-PUD) and General Commercial with a Development Agreement and Planned Unit Development (C-1-DA-PUD) and General Commercial with a Development Agreement and Planned Unit Development (C-1-DA-PUD) and General Commercial with a Development Agreement and Planned Unit Development (C-1-DA-PUD) and General Commercial with a Development Agreement and Planned Unit Development (C-2-DA-PUD) and General Commercial with a Development Agreement and Planned Unit Development (C-2-DA-PUD) and General Commercial with a Development Agreement and Planned Unit Development (C-2-DA-PUD) and General Commercial with a Development Agreement and Planned Unit Development (C-2-DA-PUD) and General Commercial with a Development Agreement and Planned Unit Development (C-2-DA-PUD) and Unit Development (C-2-DA-PUD) and Unit Development Agreement and Planned Unit Development (C-2-DA-PUD) and Unit D

<u>Section 4:</u> 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.

<u>Section 5:</u> 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.

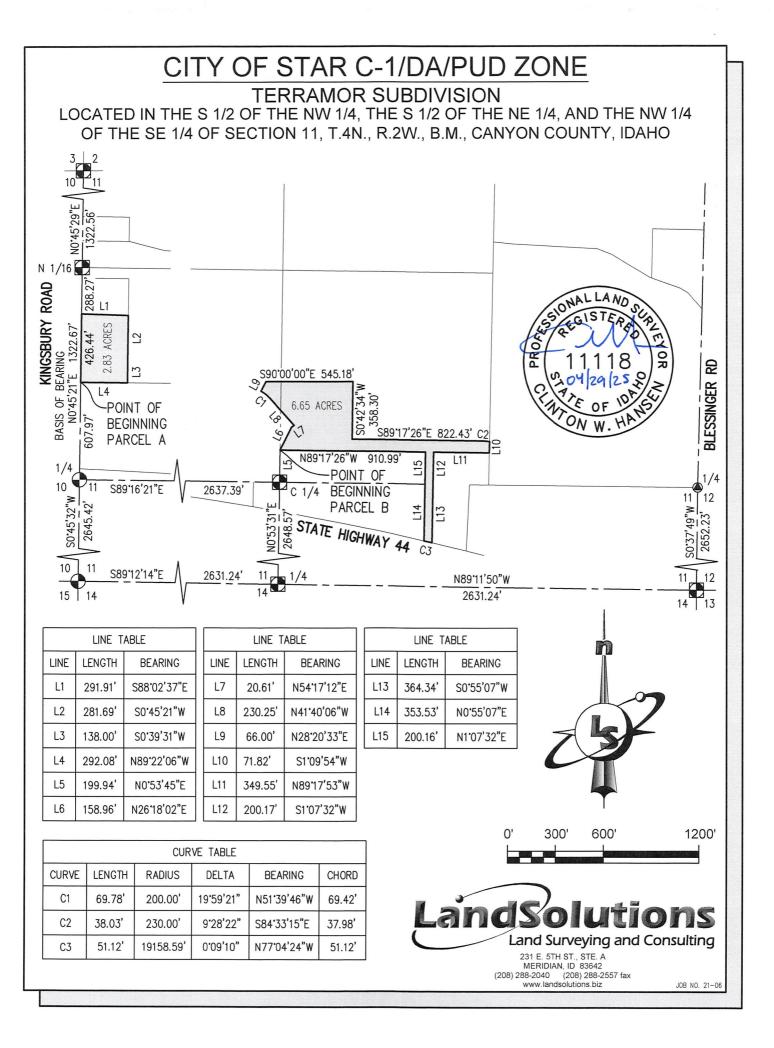
CITY OF STAR Ada and Canyon County, Idaho

BY:_____

Trevor A. Chadwick, Mayor

ATTEST:

Shelly Tilton, City Clerk



<u>Legal Description</u> <u>Terramor Subdivision</u> City of Star C-1/DA/PUD Zone

Parcels located in the S ½ of the NW ¼, the S ½ of the NE ¼, and the NW ¼ of the SE ¼ of Section . 11, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and being more particularly described as follows:

PARCEL A

Commencing at a Brass Cap monument marking the southwest corner of said S ½ of the NW ¼ (West 1/4 Corner) of Section 11, from which a 5/8 inch diameter iron pin marking the northwest corner of said S ½ of the NW ¼ (N 1/16 Corner) bears N 0°45'21" E a distance of 1322.67 feet;

Thence along the westerly boundary of said S ½ of the NW ¼ N 0°45'21" E of 607.97 feet to the **POINT OF BEGINNING**;

Thence continuing along said westerly boundary N 0°45'21" E a distance of 426.44 feet to a point;

Thence leaving said westerly boundary S 88°02'37" E a distance of 291.91 feet to a point;

Thence S 0°45'21" W a distance of 281.69 feet to a point;

Thence S 0°39'31" W a distance of 138.00 feet to a point;

Thence N 89°22'06" W a distance of 292.08 feet to the **POINT OF BEGINNING**.

Said Parcel A contains 2.83 acres, more or less.

PARCEL B

Commencing at a Brass Cap monument marking the southwest corner of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ (West $\frac{1}{4}$ Corner) of said Section 11, from which a 5/8 inch diameter iron pin marking the northwest corner of said S $\frac{1}{2}$ of the NW $\frac{1}{4}$ (N 1/16 Corner) bears N 0°45'21" E a distance of 1322.67 feet;

Thence along the southerly boundary of said S $\frac{1}{2}$ of the NW $\frac{1}{4}$ S 89°16'21" E a distance of 2637.39 feet to an Aluminum Cap monument marking the southeast corner of said S $\frac{1}{2}$ of the NW $\frac{1}{4}$ (Center $\frac{1}{4}$ corner);

Thence along the easterly boundary of said S ½ of the NW ¼ N 0°53'45" E a distance of 199.94 feet to the **POINT OF BEGINNING**;

Thence leaving said easterly boundary N 26°18'02" E a distance of 158.96 feet to a point;

Thence N 54°17'12" E a distance of 20.61 feet to a point;

Thence N 41°40'06" W a distance of 230.25 feet to a point of curvature;

Thence a distance of 69.78 feet along the arc of a 200.00 foot radius curve left, said curve having a central angle of 19°59'21" and a long chord bearing N 51°39'46" W a distance of 69.42 feet to a point;

Thence N 28°20'33" E a distance of 66.00 feet to a point



Terramor Subdivision C-1/DA/PUD Zoning Job No. 21-06 Page 1 of 2 Thence S 90°00'00" E a distance of 545.18 feet to a point;

Thence S 0°42'34" W a distance of 358.30 feet to a point;

Thence S 89°17'26" E a distance of 822.43 feet to a point of curvature;

Thence a distance of 38.03 feet along the arc of a 230.00 foot radius curve right, said curve having a central angle of 9°28'22" and a long chord bearing S 84°33'15" E a distance of 37.98 feet to a point;

Thence S 1°09'54" W a distance of 71.82 feet to a point;

Thence N 89°17'53" W a distance of 349.55 feet to a point;

Thence S 1°07'32" W a distance of 200.17 feet to a point;

Thence S 0°55'07" W a distance of 364.34 feet to a point on the northerly right-of-way of State Highway 44;

Thence along said northerly right-of-way a distance of 51.12 feet along the arc of a 19158.59 foot radius non-tangent curve left, said curve having a central angle of 0°09'10" and a long chord bearing N 77°04'24" W a distance of 51.12 feet to a point;

Thence leaving said northerly right-of-way N 0°55'07" E a distance of 353.53 feet to a point;

Thence N 1°07'32" E a distance of 200.16 feet to a point;

Thence N 89°17'26" W a distance of 910.99 feet to the **POINT OF BEGINNING.**

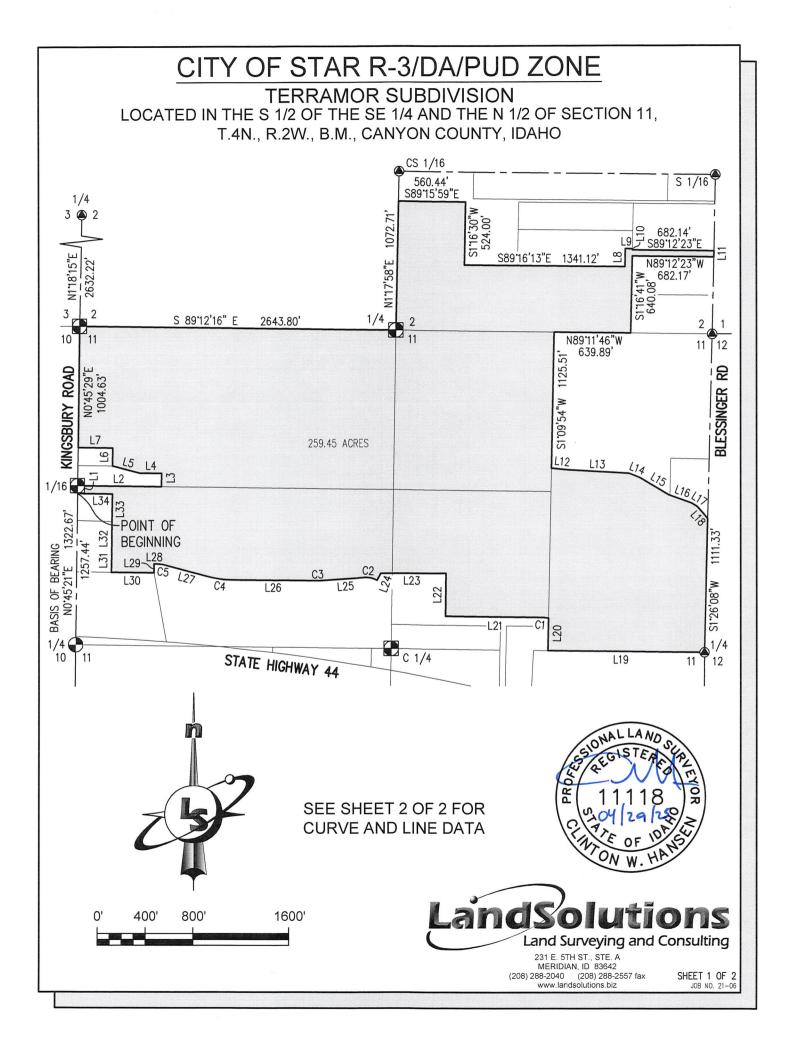
Said Parcel B contains 6.65 acres, more or less.

Clinton W. Hansen, PLS Land Solutions, PC REVISED: April 29, 2025





Terramor Subdivision C-1/DA/PUD Zoning Job No. 21-06 Page 2 of 2



CITY OF STAR R-3/DA/PUD ZONE

TERRAMOR SUBDIVISION LOCATED IN THE S 1/2 OF THE SE 1/4 AND THE N 1/2 OF SECTION 11, T.4N., R.2W., B.M., CANYON COUNTY, IDAHO

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD	
C1	38.03'	230.00'	9 · 28'22"	N84 · 33'15"W	37.98 '	
C2	112.90'	200.00'	32*20'33"	N77 * 49'44"W	111.40'	
C3	81.29'	1035.00'	4'30'00"	S88'15'00"W	81.27'	
C4	186.01'	735.00'	14.30,00"	N82'15'00"W	185.51'	
C5	84.01'	335.00'	14'22'06"	N82'11'03"W	83.79 '	

	LINE TABLE			LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING		LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	65.23'	N0°45'21"E		L13	533.64'	S86'38'38"E	L25	333.84'	S86'00'00"W
L2	701.56'	S89'14'07"E		L14	98.59'	S68'05'34"E	L26	692.94'	N89'30'00"W
L3	112.00'	N0 ' 45'29"E		L15	278.06'	S59'15'09"E	L27	376.24'	N75'00'00"W
L4	183.00'	N89'14'08"W		L16	201.06'	S70'17'54"E	L28	16.73 '	N89*22'06"W
L5	234.92'	N75 ° 26'36"W		L17	56.18'	S57'57'26"E	L29	73.00'	S0'37'54"W
L6	150.00'	N0 ' 45'46"E		L18	134.14'	S42'01'04"E	L30	356.04'	N89°22'06"W
L7	290.43'	N89'15'02"W		L19	1309.54'	N8916'38"W	L31	138.00'	N0 ʻ 39'31"E
L8	149.00'	N1°14'25"E		L20	272.12'	N1'09'54"E	L32	281.69'	N0 ' 45'21"E
L9	60.05'	S89'08'49"E		L21	822.43'	N8917'26"W	L33	229.10'	N0'50'21"E
L10	10.00'	S1'15'58"W		L22	358.30'	N0 ' 42'34"E	L34	292.17'	N89'14'04"W
L11	50.00'	S1'17'06"W		L23	545.18'	N90'00'00"W			
L12	117.29'	S83*50'23"E		L24	66.00'	S28'20'33"W			





SHEET 2 OF 2 JOB NO. 21-06

<u>Legal Description</u> <u>Terramor Subdivision</u> City of Star R-3/DA/PUD Zone

A parcel located in the S ½ of the SE ¼ of Section 2 and in the N ½ of Section 11, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and being more particularly described as follows:

Commencing at a Brass Cap monument marking the southwest corner of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ (West 1/4 Corner) of said Section 11, from which a 5/8 inch diameter iron pin marking the northwest corner of said S $\frac{1}{2}$ of the NW $\frac{1}{4}$ (N 1/16 Corner) bears N 0°45'21" E a distance of 1322.67 feet;

Thence along the westerly boundary of said S ½ of the NW ¼ N 0°45'21" E of 1257.44 feet to the **POINT OF BEGINNING**;

Thence continuing along said westerly boundary N 0°45'21" E a distance of 65.23 feet to said northwest corner of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ (N 1/16 Corner);

Thence along the northerly boundary of said S ½ of the NW ¼ S 89°14'07" E a distance of 701.56 feet to a point;

Thence leaving said boundary N 0°45'29" E a distance of 112.00 feet to a point;

Thence N 89°14'08" W a distance of 183.00 feet to a point;

Thence N 75°26'36" W a distance of 234.92 feet to a point;

Thence N 0°45'46" E a distance of 150.00 feet to a point;

Thence N 89°15'02" W a distance of 290.43 feet to a point on the westerly boundary of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section 11;

Thence along said boundary N 0°45'29" E a distance of 1004.63 feet to the northwest corner of said N $\frac{1}{2}$ of the NW $\frac{1}{4}$;

Thence along the northerly boundary of said N $\frac{1}{2}$ of the NW $\frac{1}{4}$ S 89°12'16" E a distance of 2643.80 feet to the southwest corner of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 2;

Thence along the westerly boundary of said S ½ of the SE ¼ N 1°17'58" E a distance of 1072.71 feet to a point;

Thence leaving said boundary S 89°15'59" E a distance of 560.44 feet to a point;

Thence S 1°16'30" W a distance of 524.00 feet to a point;

Thence S 89°16'13" E a distance of 1341.12 feet to a point;

Thence N 1°14'25" E a distance of 149.00 feet to a point;

Thence S 89°08'49" E a distance of 60.05 feet to a point;



Terramor Subdivision R-3/DA/PUD Zoning Job No. 21-06 Page 1 of 3 Thence S 1°15'58" W a distance of 10.00 feet to a point;

Thence S 89°12'23" E a distance of 682.14 feet to a point on the easterly boundary of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$;

Thence along said boundary S 1°17'06" W a distance of 50.00 feet to a point;

Thence leaving said boundary N 89°12'23" W a distance of 682.17 feet to a point;

Thence S 1°16'41" W a distance of 640.08 feet to a point on the southerly boundary of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$;

Thence along said boundary N 89°11'46" W a distance of 639.89 feet to the northeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 11;

Thence along the easterly boundary of said NW ¼ of the NE ¼ S 1°09'54" W a distance of 1125.51 feet to a point;

Thence leaving said boundary S 83°50'23" E a distance of 117.29 feet to a point;

Thence S 86°38'38" E a distance of 533.64 feet to a point;

Thence S 68°05'34" E a distance of 98.59 feet to a point;

Thence S 59°15'09" E a distance of 278.06 feet to a point;

Thence S 70°17'54" E a distance of 201.06 feet to a point;

Thence S 57°57'26" E a distance of 56.18 feet to a point;

Thence S 42°01'04" E a distance of 134.14 feet to a point on the easterly boundary of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 11;

Thence along said boundary S 1°26'08" W a distance of 1111.33 feet to a point marking the southeast corner of said NE 1/4;

Thence along the southerly boundary of said NE 1/4 N 89°16'38" W a distance of 1309.54 feet to a point;

Thence N 1°09'54" E a distance of 272.12 feet to a point of curvature;

Thence a distance of 38.03 feet along the arc of a 230.00 foot radius non-tangent curve left, said curve having a central angle of 9°28'22" and a long chord bearing N 84°33'15" W a distance of 37.98 feet to a point of tangency;

Thence N 89°17'26" W a distance of 822.43 feet to a point;

Thence N 0°42'34" E a distance of 358.30 feet to a point;

Thence N 90°00'00" W a distance of 545.18 feet to a point;

Thence S 28°20'33" W a distance of 66.00 feet to a point on a curve;



Thence a distance of 112.90 feet along the arc of a 200.00 foot radius non-tangent curve left, said curve having a central angle of 32°20'33" and a long chord bearing N 77°49'44" W a distance of 111.40 feet to a point of tangency;

Thence S 86°00'00" W a distance of 333.84 feet to a point of curvature;

Thence a distance of 81.29 feet along the arc of a 1035.00 foot radius curve right, said curve having a central angle of 4°30'00" and a long chord bearing S 88°15'00" W a distance of 81.27 feet to a point of tangency;

Thence N 89°30'00" W a distance of 692.94 feet to a point of curvature;

Thence a distance of 186.01 feet along the arc of a 735.00 foot radius curve right, said curve having a central angle of 14°30'00" and a long chord bearing N 82°15'00" W a distance of 185.51 feet to a point of tangency;

Thence N 75°00'00" W a distance of 376.24 feet to a point of curvature;

Thence a distance of 84.01 feet along the arc of a 335.00 foot radius curve left, said curve having a central angle of 14°22'06" and a long chord bearing N 82°11'03" W a distance of 83.79 feet to a point of tangency;

Thence N 89°22'06" W a distance of 16.73 feet to a point;

Thence S 0°37'54" W a distance of 73.00 feet to a point;

Thence N 89°22'06" W a distance of 356.04 feet to a point;

Thence N 0°39'31" E a distance of 138.00 feet to a point;

Thence N 0°45'21" E a distance of 281.69 feet to a point;

Thence N 0°50'21" E a distance of 229.10 feet to a point;

Thence N 89°14'04" W a distance of 292.17 feet to the **POINT OF BEGINNING.**

This parcel contains 259.45 acres, more or less.

Clinton W. Hansen, PLS Land Solutions, PC REVISED: April 29, 2025



Terramor Subdivision R-3/DA/PUD Zoning Job No. 21-06 Page 3 of 3



DEVELOPMENT AGREEMENT TERRAMOR SUBDIVISION ANNEXATION

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 own parcels of land of approximately 297.17 acres in size, currently located within Canyon County, zoned Agricultural (AG) and more particularly described in **Exhibit A** of Ordinance 415-2025, which is attached hereto and incorporated by reference herein (the "Properties");

WHEREAS, Owner has requested that the Properties 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 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 Annexation and Rezone of the Properties and Zoning of Residential with a Development Agreement and Planned Unit Development (R-3-DA-PUD), Neighborhood Commercial with a Development Agreement and Planned Unit Development (C-1-DA-PUD) and General Commercial with a Development Agreement and Planned Unit Development (C-2-DA-PUD), as File No. <u>AZ-24-06/DA-24-06/PUD-24-01/PP-24-04</u>, 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. <u>Development/Uses/Standards</u>.

- 2.1 Development Acreage and Uses Permitted. As to the Parcels shown on Exhibit A, Owner is allowed to develop the <u>297.17</u> acres as follows:
 - Zoning Classification: The zoning classifications shall be Residential with a Development Agreement and Planned Unit Development (R-3-DA-PUD), Neighborhood Commercial with a Development Agreement and Planned Unit Development (C-1-DA-PUD) and General Commercial with a Development Agreement and Planned Unit Development (C-2-DA-PUD).
 - The Owner shall comply with all city ordinances relating to the property except as otherwise provided herein.
- **2.2** <u>Site Design</u>. The Preliminary Plat and Renderings, as set forth in **Exhibit B**, is hereby approved.
- 2.3 <u>Uses.</u> The development is hereby approved for a maximum of 456 detached single-family residential lots, 253 townhome lots, 112 four-plex units, 6 commercial lots, a future elementary school lot and a city park lot, along with all site amenities illustrated in **Exhibit B**. Building elevations consistent with the **Exhibit C** shall be constructed within this development. <u>A minimum of ten (10) 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.</u>

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.
- Utility stubs for sewer and water shall be provided to all adjacent neighboring properties on the south side of the proposed commercial collector roadway.
- A public access easement shall be provided along the entire southern boundary of the proposed commercial collector roadway to provide future access to neighboring properties. This shall be included on all final plat phases associated with commercial roadway.
- The applicant shall remove the "red office building" located on the southern side of the commercial collector roadway. The area shall be redesigned to include drainage and/or pocket park or other open space.

The applicant shall revise the landscape plan prior to submittal of final plat to illustrate the new design. The applicant shall provide a revised preliminary plat and overall master plan, removing the office space to staff prior approval of the development agreement.

- The applicant shall provide berming and fencing along the southern boundary of the commercial collector roadway adjacent to current residents. The applicant shall submit a revised landscape and fencing plan detailing the buffering of the neighbors.
- 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.
- Trees in the parking lot islands of the four-plex residential area shall be limited to Class I or smaller trees that does not obstruct the drive aisles.
- All Hwy 44 commercial development shall be designed to provide aesthetically pleasing elevations along the highway and avoid neglected sides of buildings.
- Council hereby approves the Elementary School site, but will require a new Conditional Use Permit approval by Council to review development details.
- The applicant shall provide 10' wide pathways on all pathways leading to the City park and School site. The applicant shall submit a revised landscape plan detailing the exact locations of the 10' pathways.
- The School and City Park lots shall be provided within Phase 1 of the development, and utilities shall be provided to both lots during this phase.
- The applicant shall provide exterior pathways on the City Park lot to provide connection to internal pathways within the subdivision. The applicant may request bonding for the exterior pathways, to be determined by the Administrator.
- The City of Star shall maintain and operate the irrigation pump for the entire subdivision. The HOA shall enter into an agreement to pay proportionate shares to the City for maintenance and operation of the facility.
- All public 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 following commercial Land Uses are hereby approved as part of this development:
 - <u>Allowed uses outright* (principally permitted & conditional use)</u> within both the C-1 & C-2 zoned properties: Artist Studio; Barbershop/Styling Salon; Financial Institutions w/out drivethrough; Healthcare and Social Services; Library; Medical Clinic; Personal and Professional Services; Pharmacy;</u> Photographic Studio; Professional Offices; Parks, Public and

Private. All principally permitted uses in both zones unless otherwise listed herein.

* Subject to CZC and Design Review Approval

- <u>Uses Allowed only as Conditional Uses within both the C-1 & C-2</u> <u>zoned properties</u>: Arts, Entertainment, Recreation Facility; Bakery-Retail or Manufacturing; Child Care Group (7-12); Child Care Center (more than 12); Child Care-Preschool/Early Learning; Church or Place of Religious Worship; Drive-up Service Window only; Educational Institution, Private; Museum; Retail Store/Retail Services; Veterinarian Office; Wholesale Sales; Research activities; Woodworking shop;
- Uses Allowed only as Conditional Uses within the C-2 zoned 0 properties: Animal Care Facility; Automotive Mechanical/Electrical Repair and Maintenance; Bar/Tavern/Lounge/Drinking Establishment; Brewpub/Wine Tasting; Drive-through establishment /drive-up service window; Building Material, Garden Equipment and Supplies; Civic, Social or Fraternal Organizations; Conference/Convention Center; **Convenience Store; Equipment rental, sales, and services; Events/Entertainment Facility, public or private** (indoor/outdoor); Educational Institution, Hospital (for profit); Hotel/motel; Mortuary; Pawnshop; Public; Farmers or Saturday Market; Fireworks Stand; Flex Space; Gasoline, Fueling & **Charging Station with or without Convenience Store; 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; Vehicle Emissions Testing; Vehicle repair, major; Vehicle repair, minor; Vehicle sales or rental and service; Vehicle washing facility;
- <u>Prohibited Uses in this Development other than already approved</u> <u>through PUD (not already listed as prohibited in the Code)</u>: Golf Course/Driving Range; Hospital (non-profit); Laboratory; Laboratory, Fabrication shop; Food products processing; Greenhouse commercial; 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)

- Council hereby approves a Storage facility, outdoor (commercial); Storage facility, self-service (commercial) use on one of the two C-2 Commercial lots adjacent to Hwy 44. The facility is subject to future review and approval of a Certificate of Zoning Compliance and Design Review application.
- The City will support the developers efforts to request speed limit waivers along the collector roadways.
- 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 \$821,00.00 (821 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 <u>Changes and Modifications</u>. 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 <u>Conditions, Bonding for Completion</u>. 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. <u>Affidavit of Property Owner</u>. 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. <u>Unenforceable Provisions</u>. 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. <u>Assignment and Transfer</u>. 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 <u>Choice of Law</u>. 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 <u>Notices</u>. 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 <u>Attornev Fees</u>. 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 _____ , 2025.

Trevor A. Chadwick, Mayor

ATTEST:

Shelly Tilton, City Clerk

OWNER:

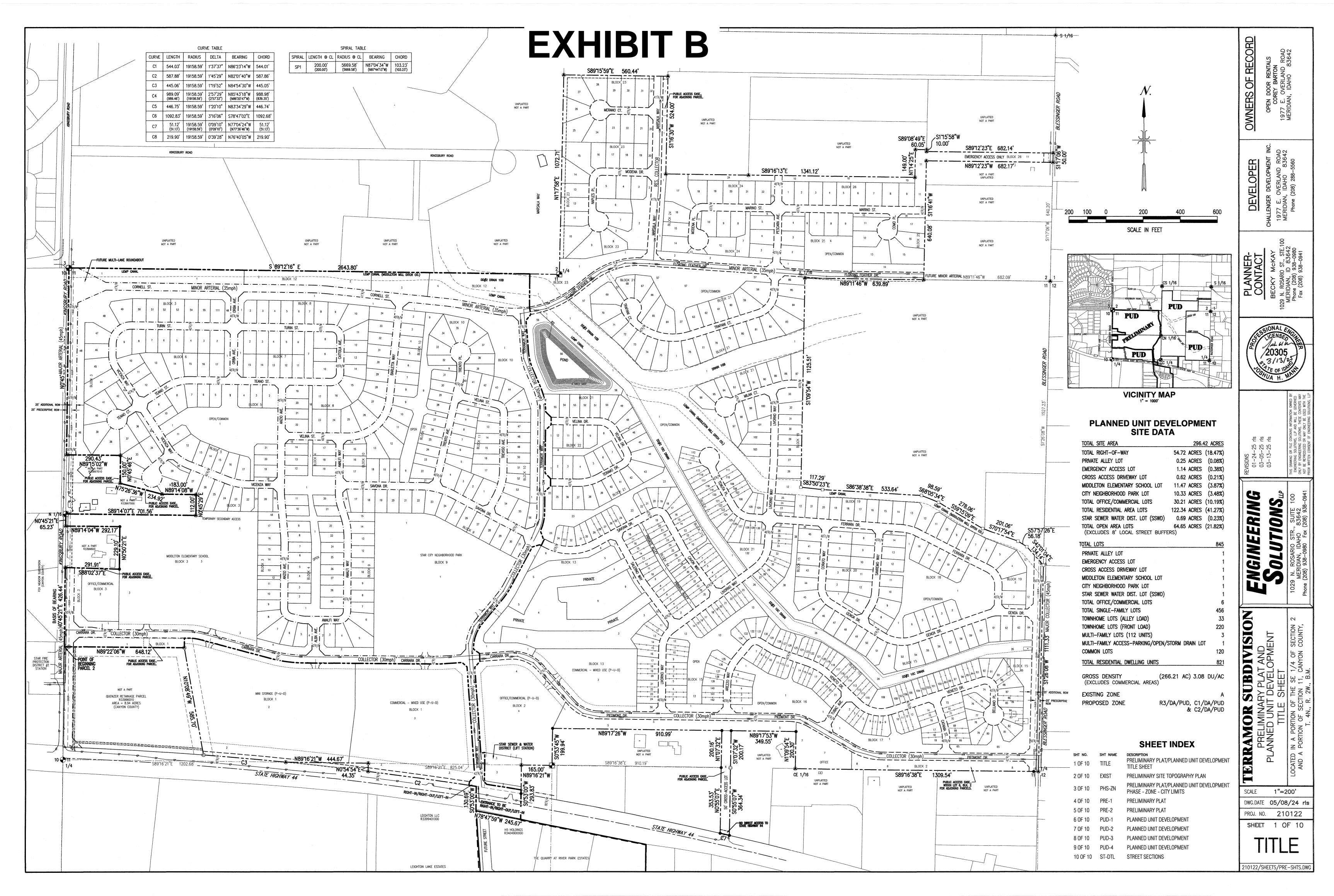
Corey Barton

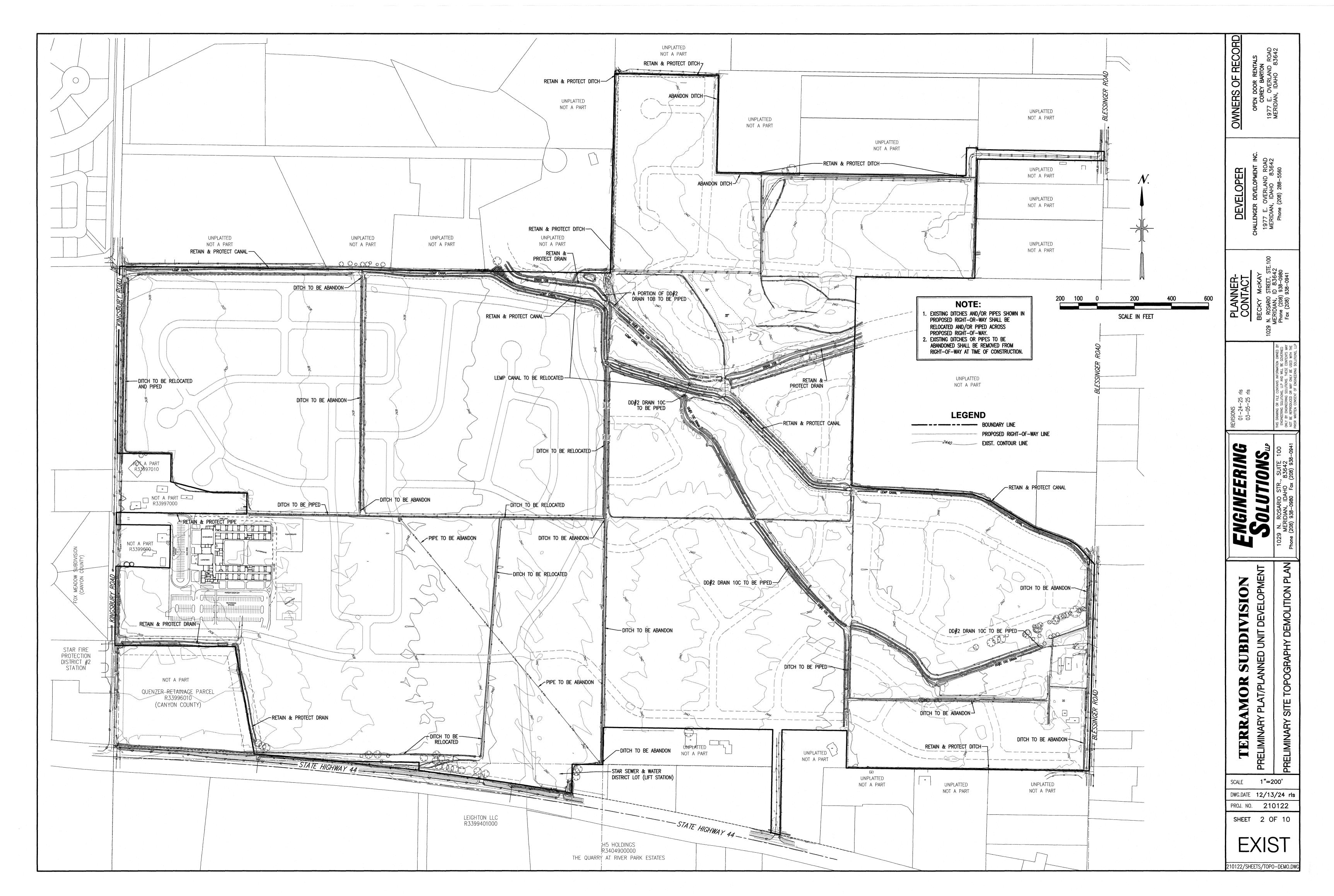
STATE OF _____)) ss. County of _____)

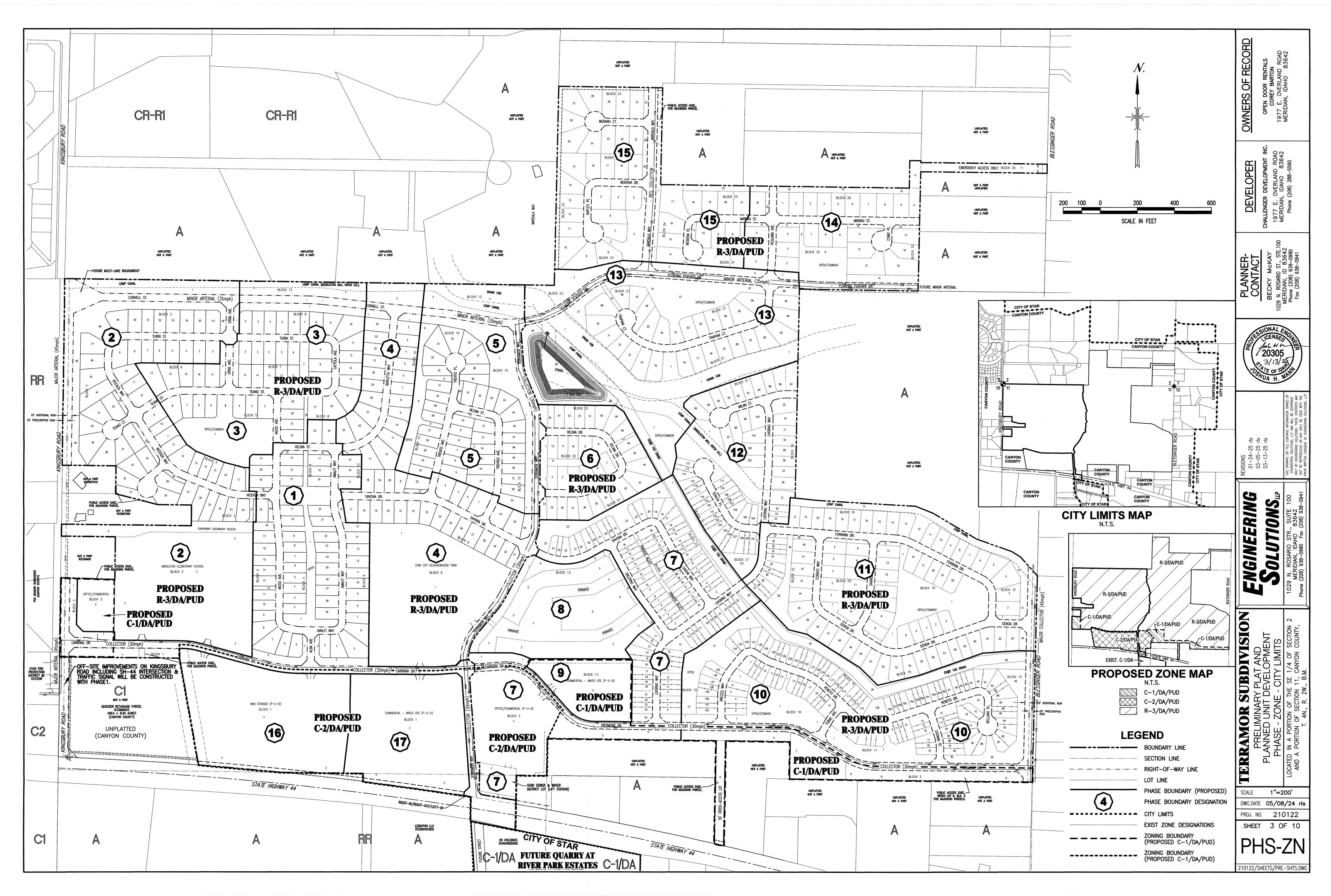
On this _____ day of _____, 2025, before me the undersigned, a Notary Public in and for said state, personally appeared Corey Barton, known to me to be the Owner, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said name.

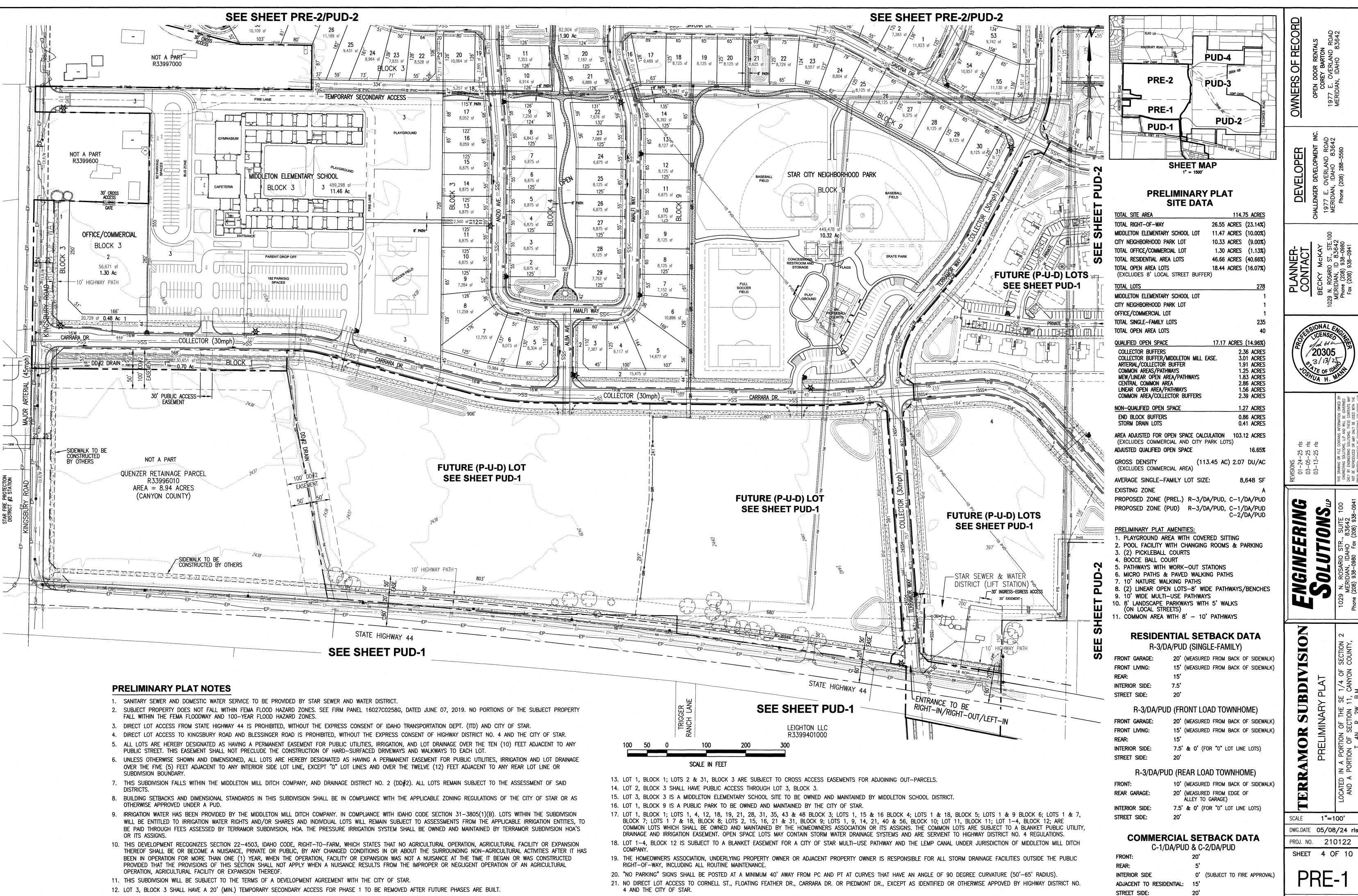
IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

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









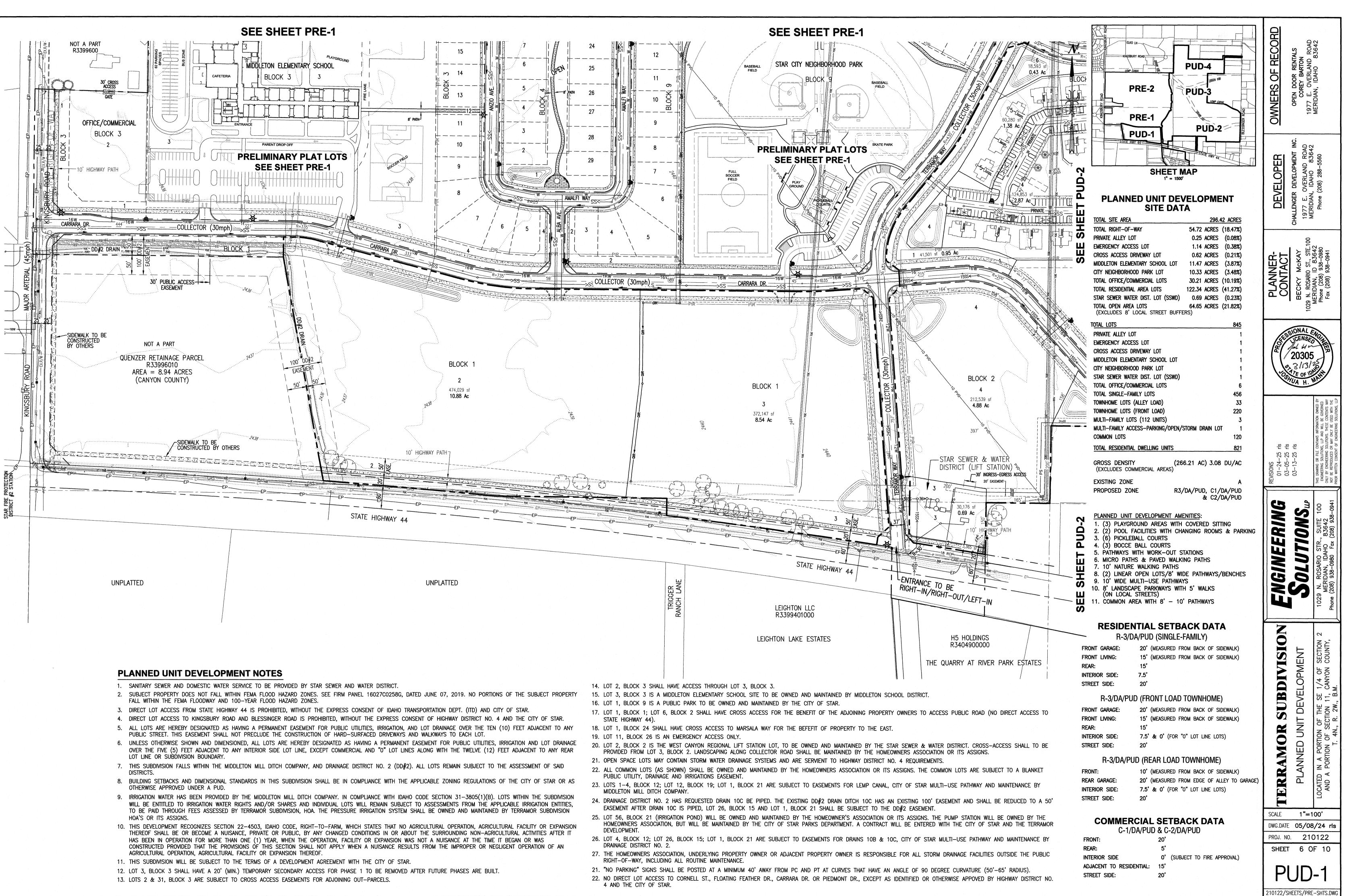
- 12. LOT 3, BLOCK 3 SHALL HAVE A 20' (MIN.) TEMPORARY SECONDARY ACCESS FOR PHASE 1 TO BE REMOVED AFTER FUTURE PHASES ARE BUILT.

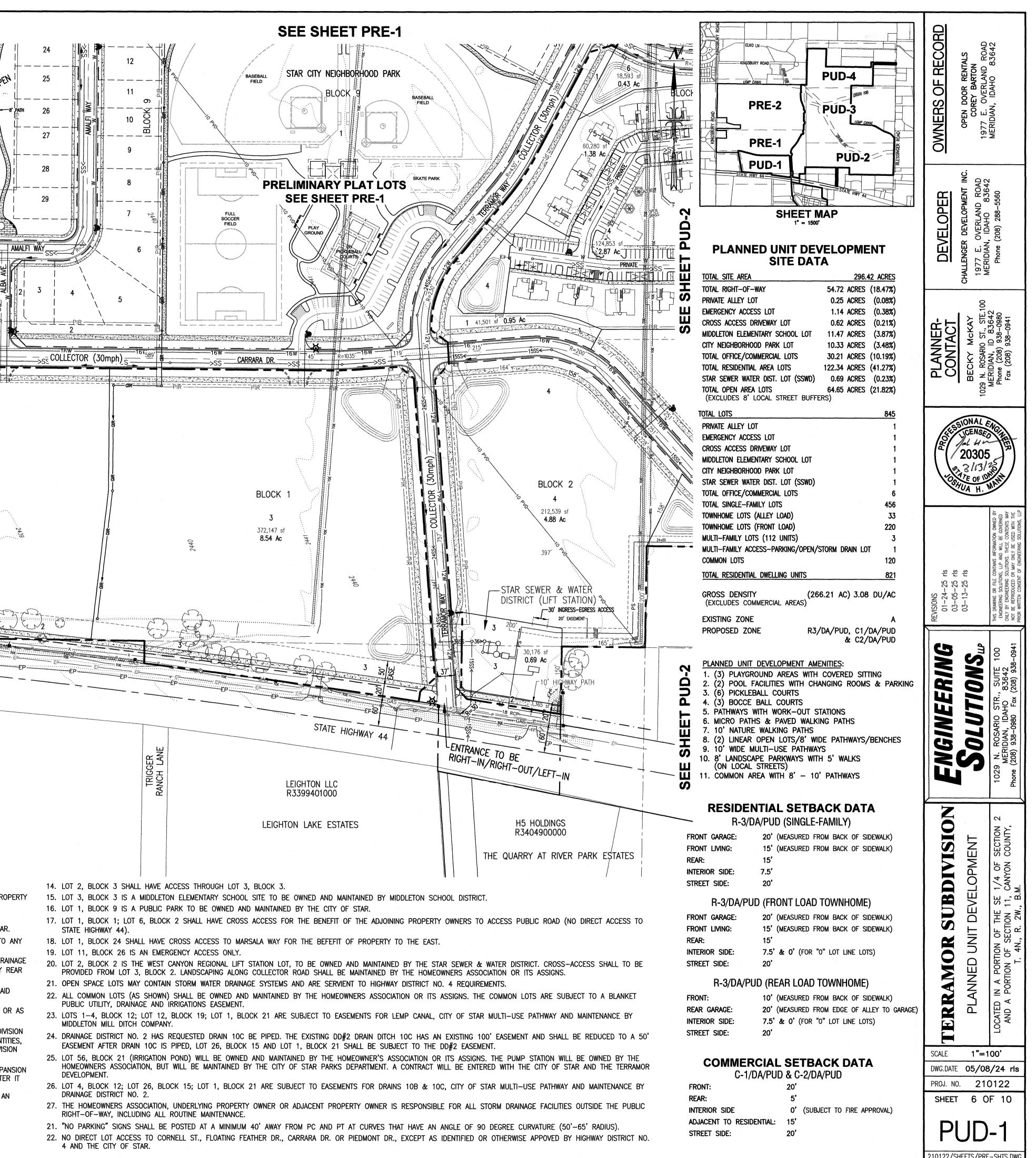
- 4 AND THE CITY OF STAR.

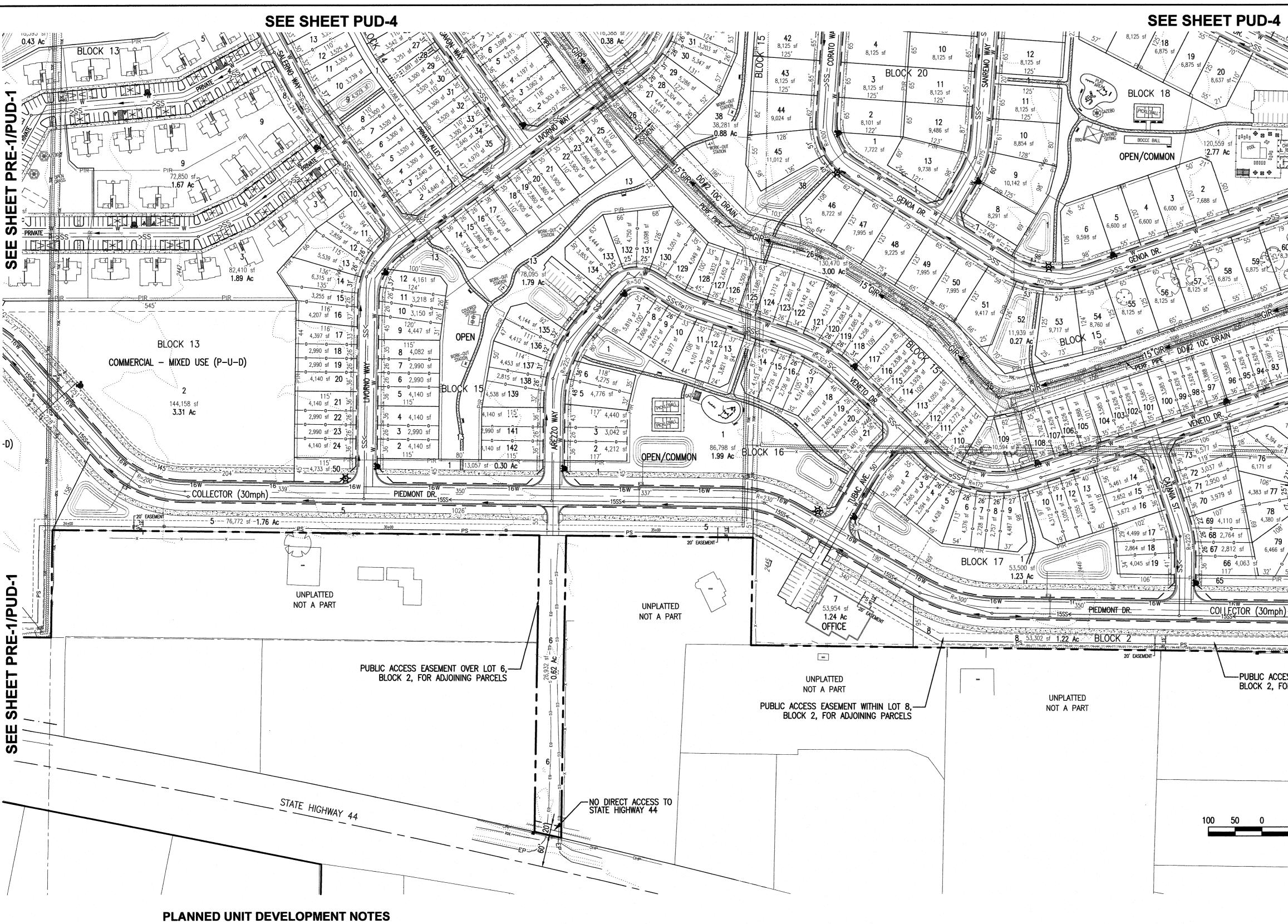


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Image: constraint of the second sec	DEVELOPERDEVELOPERCHALLENCER DEVELOPMENT INC.CHALLENCER DEVELOPMENT INC.1977 E. OVERLAND ROADMERIDIAN, IDAHO 83642Phone (208) 288–5560
MIDDLETON ELEMENTARY SCHOOL LOT11.47 ACRES (10.00%)CITY NEIGHBORHOOD PARK LOT10.33 ACRES (9.00%)TOTAL OFFICE/COMMERCIAL LOT1.30 ACRES (1.13%)TOTAL RESIDENTIAL AREA LOTS46.66 ACRES (40.66%)TOTAL OPEN AREA LOTS18.44 ACRES (16.07%)(EXCLUDES 8' LOCAL STREET BUFFER)278MIDDLETON ELEMENTARY SCHOOL LOT1CITY NEIGHBORHOOD PARK LOT1OFFICE/COMMERCIAL LOT1TOTAL SINGLE-FAMILY LOTS235	PLANNER- CONTACT BECKY McKAY 1029 N. ROSARIO ST., STE. 100 MERIDIAN, ID 83642 Phone (208) 938-0941 Fax (208) 938-0941
TOTAL SINGLE-FAMILIT LOTS235TOTAL OPEN AREA LOTS40QUALIFIED OPEN SPACE17.17 ACRES (14.96%)COLLECTOR BUFFERS2.36 ACRESCOLLECTOR BUFFER/MIDDLETON MILL EASE.3.01 ACRESARTERIAL/COLLECTOR BUFFER1.91 ACRESCOMMON AREAS/PATHWAYS1.25 ACRESMEW/LINEAR OPEN AREA/PATHWAYS1.83 ACRESCENTRAL COMMON AREA2.86 ACRESLINEAR OPEN AREA/PATHWAYS1.56 ACRESCOMMON AREA/COLLECTOR BUFFERS2.39 ACRES	Stissional ENGINE CLENSED 20305 3/13/25 1054/04 H. WANN
NON-QUALIFIED OPEN SPACE1.27 ACRESEND BLOCK BUFFERS0.86 ACRESSTORM DRAIN LOTS0.41 ACRESAREA ADJUSTED FOR OPEN SPACE CALCULATION103.12 ACRES(EXCLUDES COMMERCIAL AND CITY PARK LOTS)16.65%ADJUSTED QUALIFIED OPEN SPACE16.65%GROSS DENSITY(113.45 AC) 2.07 DU/AC(EXCLUDES COMMERCIAL AREA)AVERAGE SINGLE-FAMILY LOT SIZE:8,648 SF	REVISIONS 01-24-25 rIs 03-05-25 rIs 03-13-25 ris 03-13-25 ris 03-13-25 ris 03-13-25 ris 03-13-25 ris 0.11 BP ENCINERING OR FILE CONTANTON OWNED BY ENCINEERING OR FILE CONTAINS INFORMATION OWNED BY ENCINEERING SOLUTIONS, LLP AND WILL BE COVENED ONLY BY ENCINEERING SOLUTIONS, LLP AND WILL BE USED WITH THE PRIOR WRITTEN CONSENT OF ENCINEERING SOLUTIONS, LLP
EXISTING ZONE A PROPOSED ZONE (PREL.) R-3/DA/PUD, C-1/DA/PUD PROPOSED ZONE (PUD) R-3/DA/PUD, C-1/DA/PUD C-2/DA/PUD PRELIMINARY PLAT AMENITIES: 1. PLAYGROUND AREA WITH COVERED SITTING 2. POOL FACILITY WITH CHANGING ROOMS & PARKING 3. (2) PICKLEBALL COURTS 4. BOCCE BALL COURT 5. PATHWAYS WITH WORK-OUT STATIONS 6. MICRO PATHS & PAVED WALKING PATHS 7. 10' NATURE WALKING PATHS 8. (2) LINEAR OPEN LOTS-8' WIDE PATHWAYS/BENCHES 9. 10' WIDE MULTI-USE PATHWAYS 10. 8' LANDSCAPE PARKWAYS WITH 5' WALKS (ON LOCAL STREETS) 11. COMMON AREA WITH 8' - 10' PATHWAYS	FUCTIONS CONTINUED FOR THE CONTINUE FOR THE CON
RESIDENTIAL SETBACK DATA R-3/DA/PUD (SINGLE-FAMILY)	NO N
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'	BDIVISION PLAT E 1/4 OF SECTION 2 I, CANYON COUNTY, B.M.
R-3/DA/PUD (FRONT LOAD TOWNHOME) FRONT GARAGE: 20' (MEASURED FROM BACK OF SIDEWALK) FRONT LIVING: 15' (MEASURED FROM BACK OF SIDEWALK) REAR: 15' INTERIOR SIDE: 7.5' & 0' (FOR "0" LOT LINE LOTS) STREET SIDE: 20' R-3/DA/PUD (REAR LOAD TOWNHOME) FRONT: 10' (MEASURED FROM BACK OF SIDEWALK)	PRELIMINARY PORTION OF THE S PORTION OF SECTION 11 T. 4N., R. 2W.,
REAR GARAGE:20' (MEASURED FROM EDGE OF ALLEY TO GARAGE)INTERIOR SIDE:7.5' & 0' (FOR "0" LOT LINE LOTS)STREET SIDE:20'	TERR LOCATED AND A
COMMERCIAL SETBACK DATA	SCALE 1"=100' DWG.DATE 05/08/24 rls
C-1/DA/PUD & C-2/DA/PUD FRONT: 20' REAR: 5'	PROJ. NO. 210122 SHEET 5 OF 10
INTERIOR SIDE0' (SUBJECT TO FIRE APPROVAL)ADJACENT TO RESIDENTIAL:15'STREET SIDE:20'	PRE-2

210122/SHEETS/PRE-SHTS.DWG





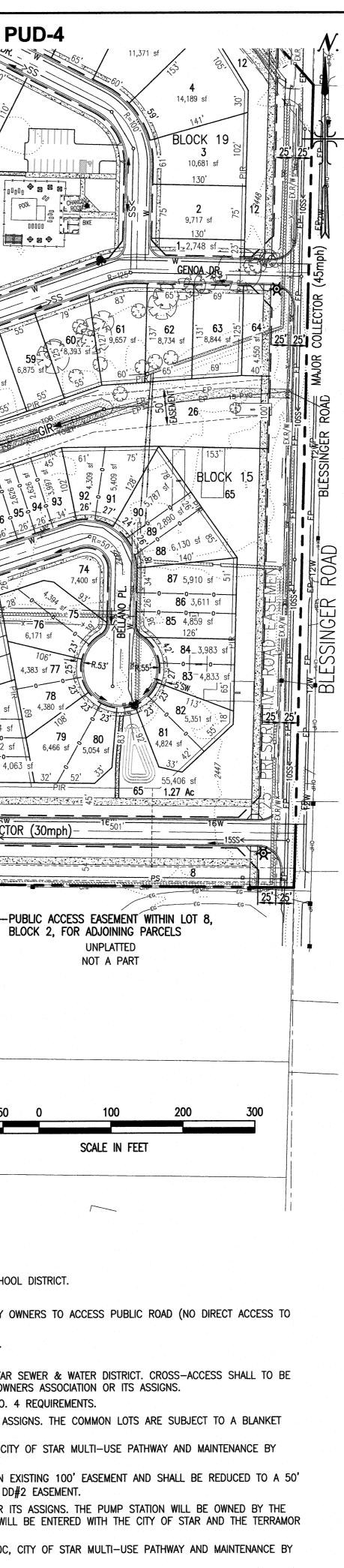


- 1. SANITARY SEWER AND DOMESTIC WATER SERVICE TO BE PROVIDED BY STAR SEWER AND WATER DISTRICT
- 2. SUBJECT PROPERTY DOES NOT FALL WITHIN FEMA FLOOD HAZARD ZONES. SEE FIRM PANEL 16027C0258G, DATED JUNE 07, 2019. NO PORTIONS OF THE SUBJECT PROPERTY FALL WITHIN THE FEMA FLOODWAY AND 100-YEAR FLOOD HAZARD ZONES.
- 3. DIRECT LOT ACCESS FROM STATE HIGHWAY 44 IS PROHIBITED, WITHOUT THE EXPRESS CONSENT OF IDAHO TRANSPORTATION DEPT. (ITD) AND CITY OF STAR.
- 4. DIRECT LOT ACCESS TO KINGSBURY ROAD AND BLESSINGER ROAD IS PROHIBITED, WITHOUT THE EXPRESS CONSENT OF HIGHWAY DISTRICT NO. 4 AND THE CITY OF STAR. 5. 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.
- 6. 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 COMMERCIAL AND "O" LOT LINES ALONG WITH THE TWELVE (12) FEET ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY. 7. THIS SUBDIVISION FALLS WITHIN THE MIDDLETON MILL DITCH COMPANY, AND DRAINAGE DISTRICT NO. 2 (DD#2). ALL LOTS REMAIN SUBJECT TO THE ASSESSMENT OF SAID
- DISTRICTS. 8. 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 UNDER A PUD. 9. IRRIGATION WATER HAS BEEN PROVIDED BY THE MIDDLETON MILL DITCH 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 TERRAMOR SUBDIVISION, HOA. THE PRESSURE IRRIGATION SYSTEM SHALL BE OWNED AND MAINTAINED BY TERRAMOR SUBDIVISION HOA'S OR ITS ASSIGNS.
- 10. 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.
- 11. THIS SUBDIVISION WILL BE SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT WITH THE CITY OF STAR.
- 12. LOT 3, BLOCK 3 SHALL HAVE A 20' (MIN.) TEMPORARY SECONDARY ACCESS FOR PHASE 1 TO BE REMOVED AFTER FUTURE PHASES ARE BUILT.
- 13. LOTS 2 & 31, BLOCK 3 ARE SUBJECT TO CROSS ACCESS EASEMENTS FOR ADJOINING OUT-PARCELS.

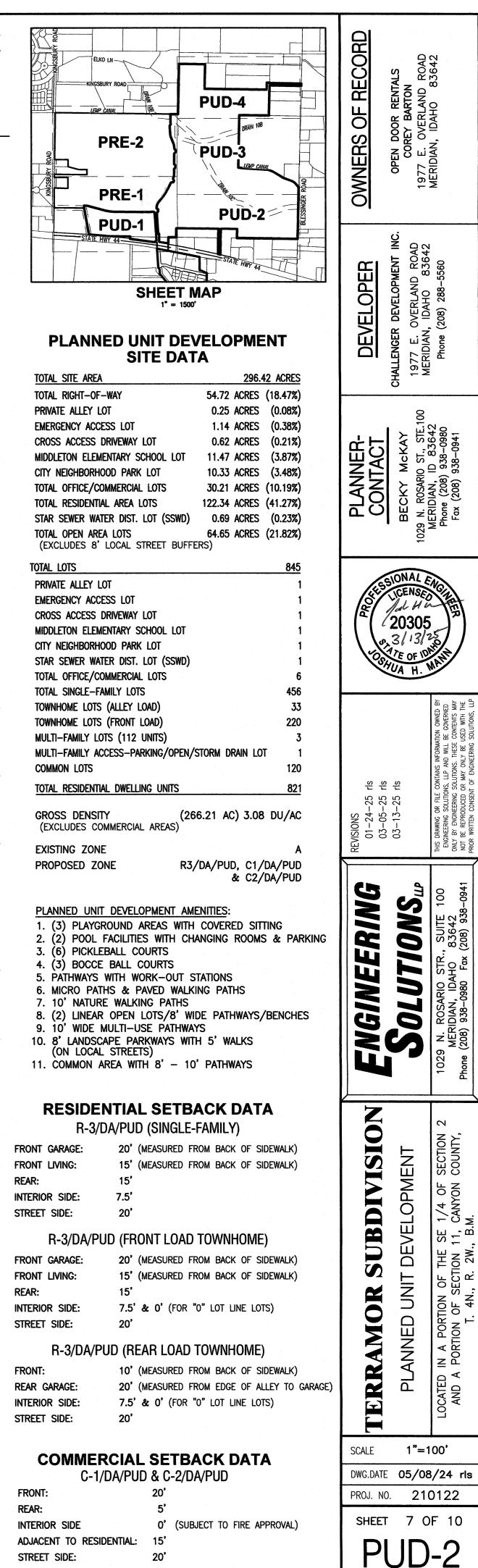
- 14. LOT 2, BLOCK 3 SHALL HAVE ACCESS THROUGH LOT 3, BLOCK 3.
- 15. LOT 3, BLOCK 3 IS A MIDDLETON ELEMENTARY SCHOOL SITE TO BE OWNED AND MAINTAINED BY MIDDLETON SCHOOL DISTRICT 16. LOT 1, BLOCK 9 IS A PUBLIC PARK TO BE OWNED AND MAINTAINED BY THE CITY OF STAR.
- 17. LOT 1, BLOCK 1; LOT 6, BLOCK 2 SHALL HAVE CROSS ACCESS FOR THE BENEFIT OF THE ADJOINING PROPERTY OWNERS TO ACCESS PUBLIC ROAD (NO DIRECT ACCESS TO STATE HIGHWAY 44).
- 18. LOT 1, BLOCK 24 SHALL HAVE CROSS ACCESS TO MARSALA WAY FOR THE BEFEFIT OF PROPERTY TO THE EAST.
- 19. LOT 11, BLOCK 26 IS AN EMERGENCY ACCESS ONLY.

4 AND THE CITY OF STAR.

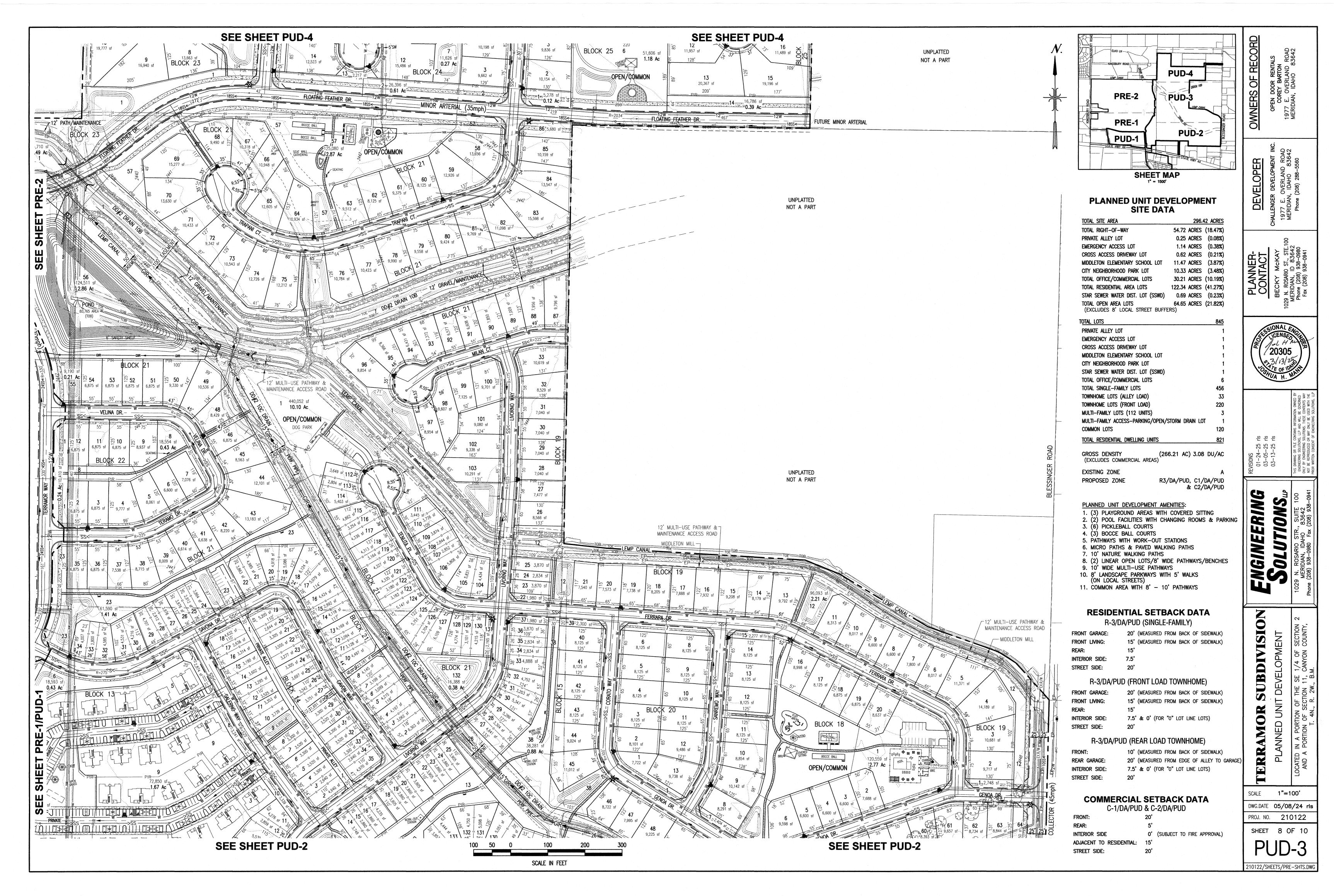
- 20. LOT 2, BLOCK 2 IS THE WEST CANYON REGIONAL LIFT STATION LOT, TO BE OWNED AND MAINTAINED BY THE STAR SEWER & WATER DISTRICT. CROSS-ACCESS SHALL TO BE PROVIDED FROM LOT 3, BLOCK 2. LANDSCAPING ALONG COLLECTOR ROAD SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR ITS ASSIGNS. 21. OPEN SPACE LOTS MAY CONTAIN STORM WATER DRAINAGE SYSTEMS AND ARE SERVIENT TO HIGHWAY DISTRICT NO. 4 REQUIREMENTS.
- 22. ALL 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 IRRIGATIONS EASEMENT. 23. LOTS 1-4, BLOCK 12; LOT 12, BLOCK 19; LOT 1, BLOCK 21 ARE SUBJECT TO EASEMENTS FOR LEMP CANAL, CITY OF STAR MULTI-USE PATHWAY AND MAINTENANCE BY MIDDLETON MILL DITCH COMPANY.
- 24. DRAINAGE DISTRICT NO. 2 HAS REQUESTED DRAIN 10C BE PIPED. THE EXISTING DD#2 DRAIN DITCH 10C HAS AN EXISTING 100' EASEMENT AND SHALL BE REDUCED TO A 50' EASEMENT AFTER DRAIN 10C IS PIPED, LOT 26, BLOCK 15 AND LOT 1, BLOCK 21 SHALL BE SUBJECT TO THE DD#2 EASEMENT. 25. LOT 56. BLOCK 21 (IRRIGATION POND) WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION OR ITS ASSIGNS. THE PUMP STATION WILL BE OWNED BY THE
- HOMEOWNERS ASSOCIATION, BUT WILL BE MAINTAINED BY THE CITY OF STAR PARKS DEPARTMENT. A CONTRACT WILL BE ENTERED WITH THE CITY OF STAR AND THE TERRAMOR DEVELOPMENT.
- 26. LOT 4, BLOCK 12; LOT 26, BLOCK 15; LOT 1, BLOCK 21 ARE SUBJECT TO EASEMENTS FOR DRAINS 10B & 10C, CITY OF STAR MULTI-USE PATHWAY AND MAINTENANCE BY DRAINAGE DISTRICT NO. 2.
- 27. 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.
- 21. "NO PARKING" SIGNS SHALL BE POSTED AT A MINIMUM 40' AWAY FROM PC AND PT AT CURVES THAT HAVE AN ANGLE OF 90 DEGREE CURVATURE (50'-65' RADIUS). 22. NO DIRECT LOT ACCESS TO CORNELL ST., FLOATING FEATHER DR., CARRARA DR. OR PIEDMONT DR., EXCEPT AS IDENTIFIED OR OTHERWISE APPOVED BY HIGHWAY DISTRICT NO.

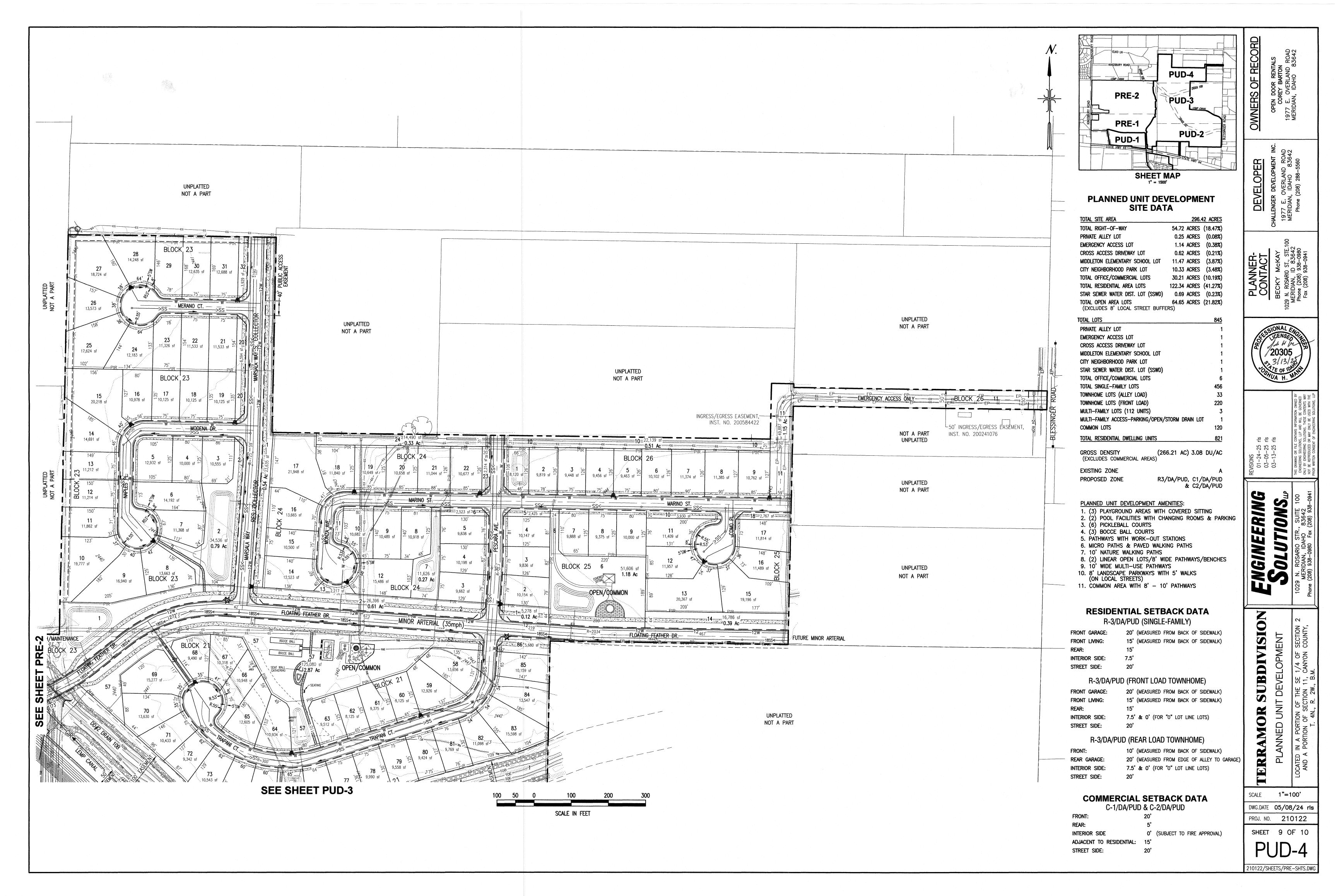


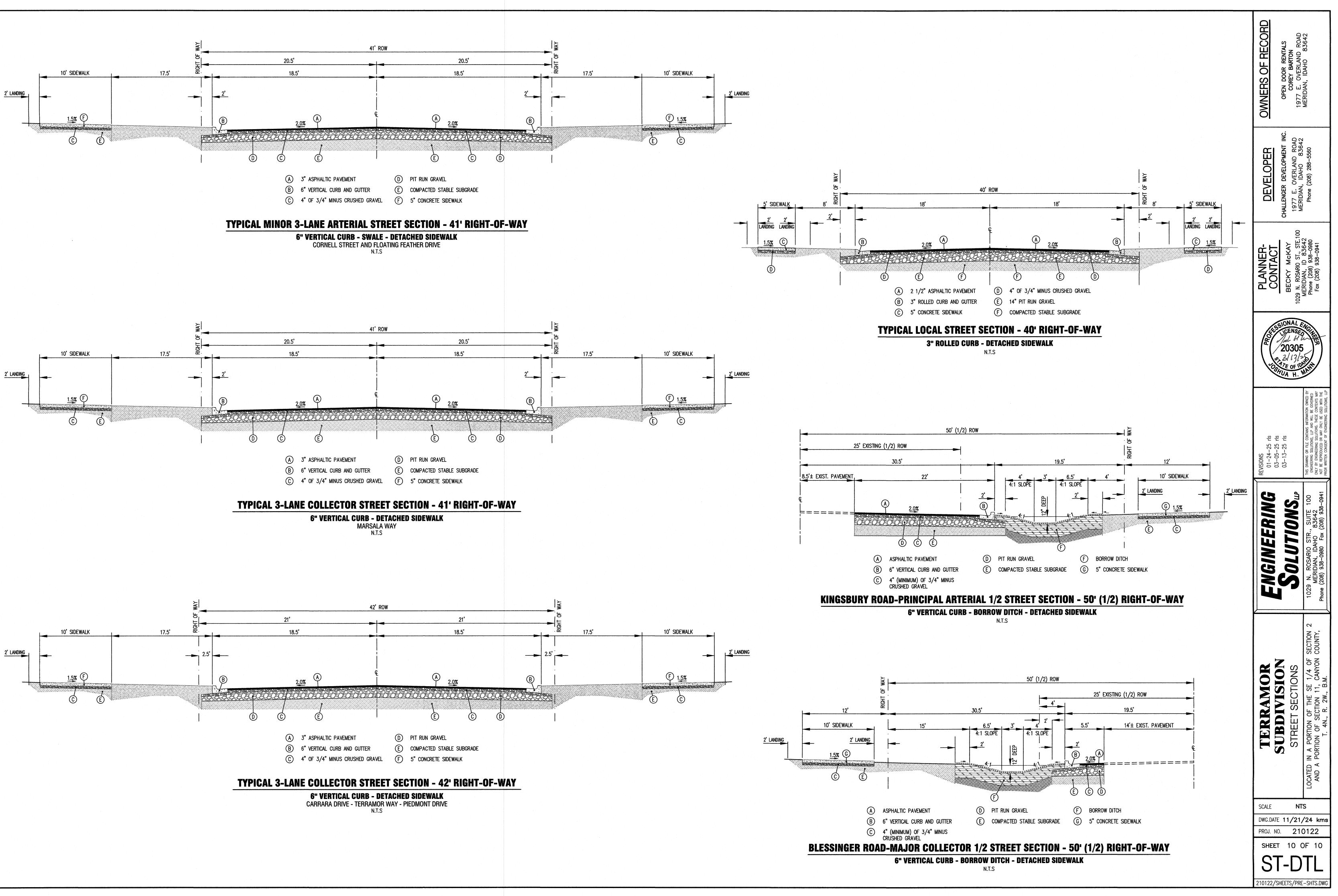


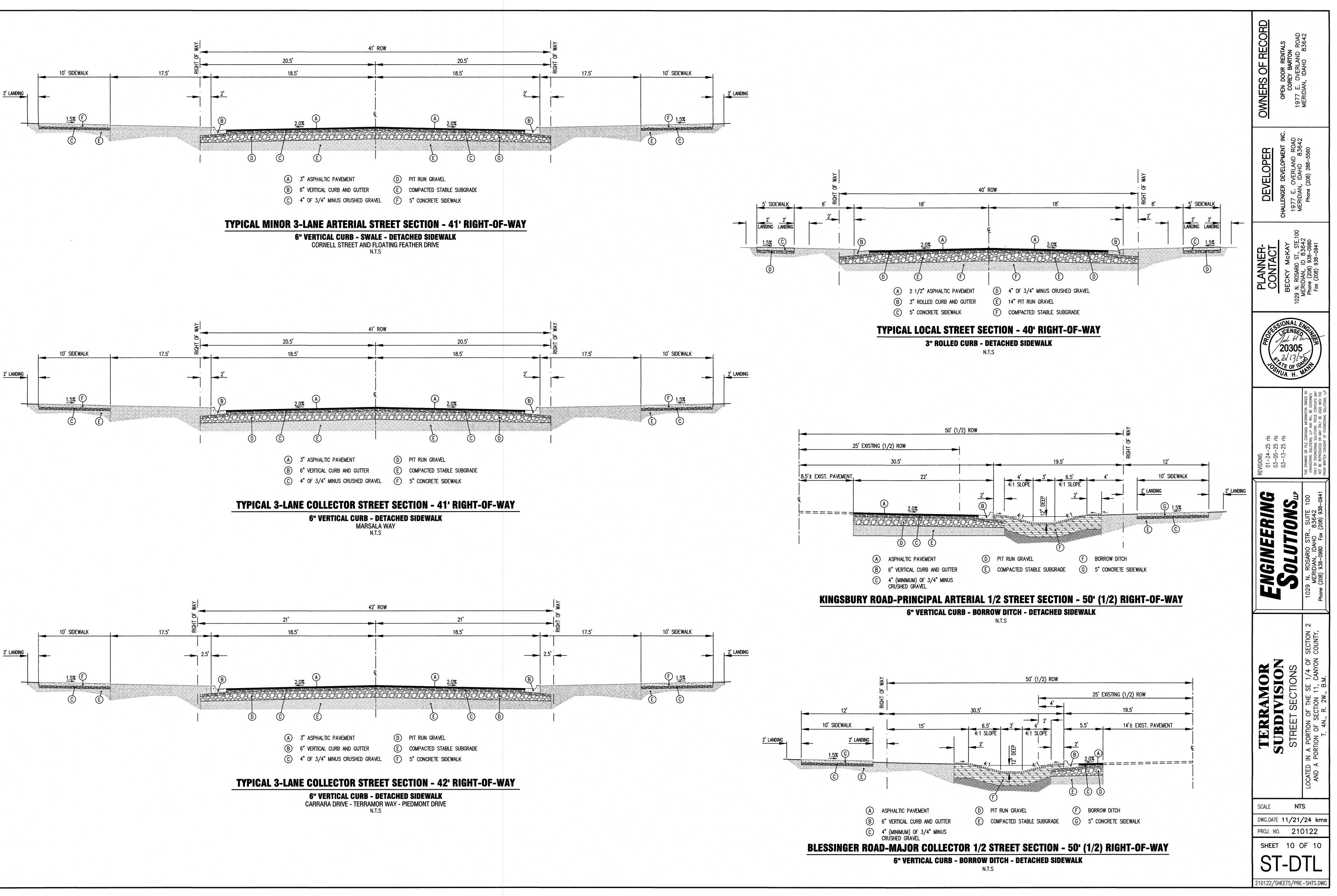


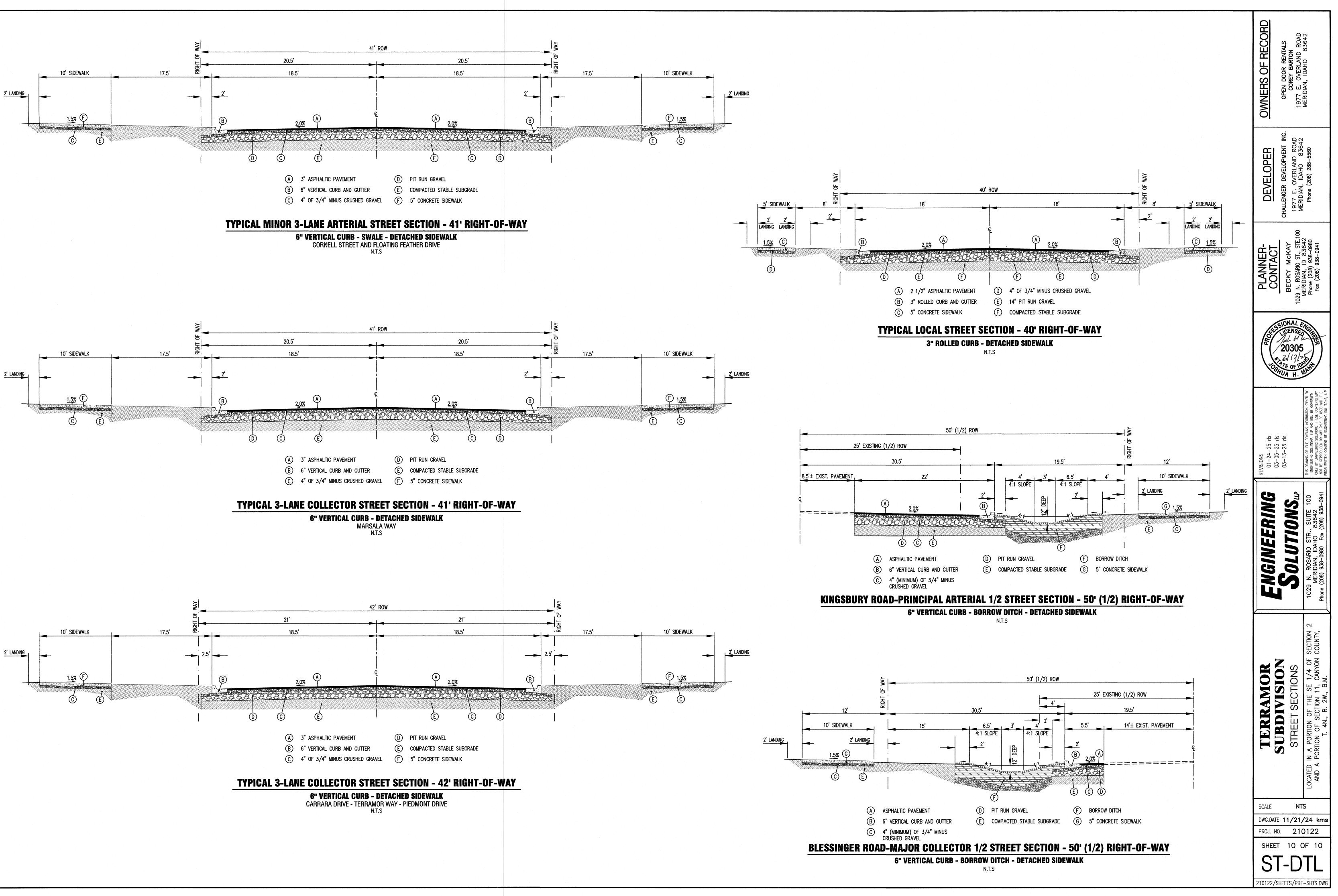
210122/SHEETS/PRE-SHTS.DW











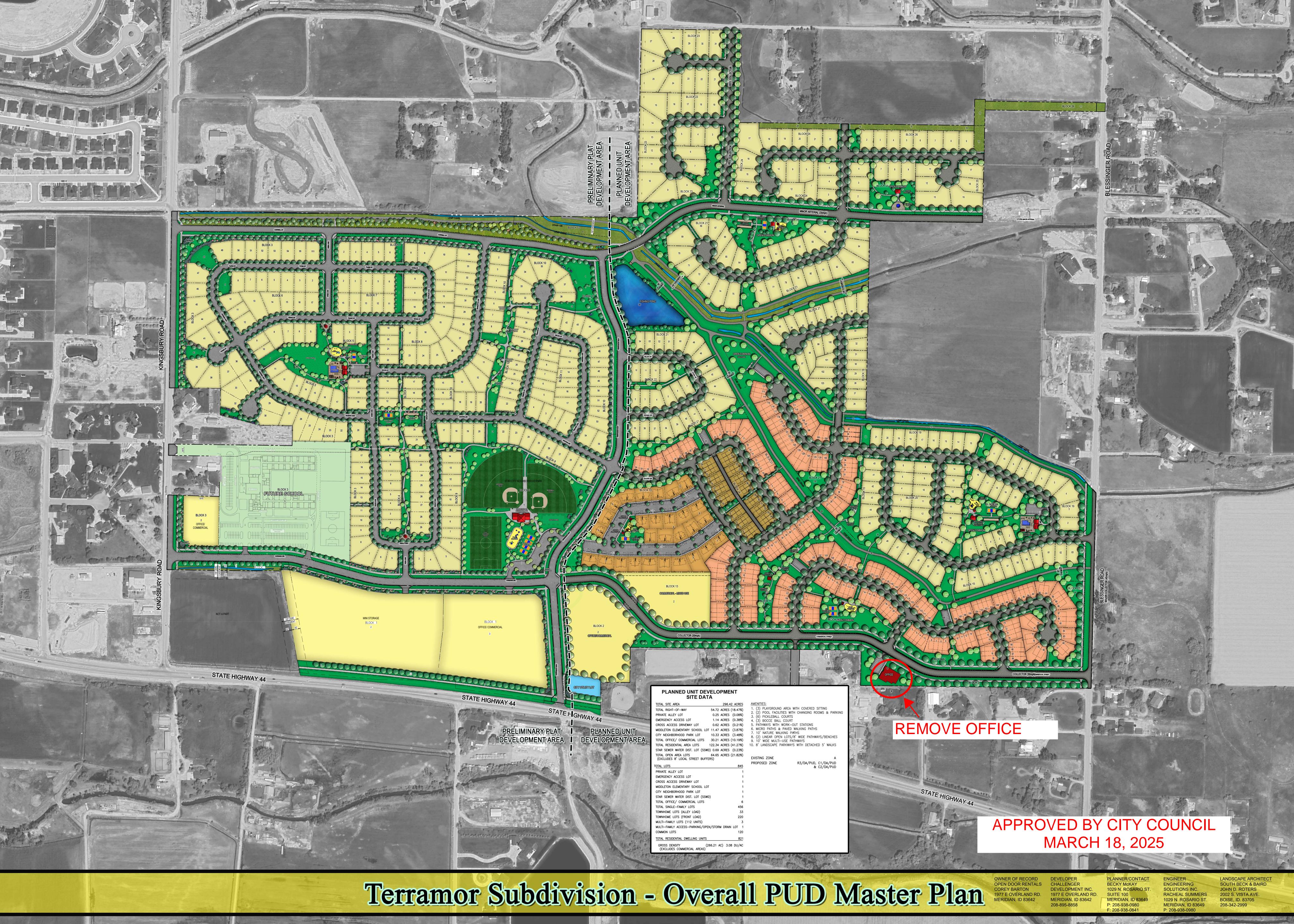


EXHIBIT C





































