ORDINANCE NO. 411-2024 (JOPLIN RIM 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 ON THE SOUTHEAST CORNER OF W. JOPLIN ROAD AND N. CAN ADA ROAD, IN STAR, IDAHO (ADA COUNTY PARCELS S0419233700 & S0419325561) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY JOHN BOTTLES; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-4-DA) OF APPROXIMATELY 13.53 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. 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 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 August 20, 2024 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) 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.

<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 (R-4-DA), as provided by the Unified Development Code of the City of Star. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the Residential with a Development Agreement (R-4-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.

<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.

2024

DATED this day of	, 2024.
	CITY OF STAR Ada and Canyon County, Idaho
ATTEST:	BY: Trevor A. Chadwick, Mayor
Jacob M. Qualls, City Clerk	

DATED 41:

EXHIBIT A



March 1, 2024

Job Number: ID-8727-23

Page 1 of 2

PROPERTY DESCRIPTION BOTTLES JOPLIN SUBDIVISION

A PIECE OF LAND LYING IN GOVERNMENT LOTS 2 AND 3, SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING AN ALUMINUM CAP MARKING THE WEST 1/4 CORNER OF SAID SECTION 19; BEING N.89°17′17″W., 2521.15 FEET DISTANT FROM THE CENTER 1/4 CORNER; SAID POINT OF BEGINNING ALSO BEING THE POINT OF BEGINNING OF PARCEL C AS SHOWN ON RECORD OF SURVEY NUMBER 12543. RECORDS OF ADA COUNTY.

- 1) Thence S.89°19′01″E., 19.81 FEET TO A POINT;
- 2) THENCE N.00°54′29″E., 123.58 FEET TO A POINT;
- 3) THENCE N.85°58′11″E., 187.13 FEET TO A POINT
- 4) THENCE N.72°27′55″E., 427.04 FEET TO A POINT MORE OR LESS ON THE EXISTING CENTERLINE OF JOPLIN ROAD;
- 5) THENCE ALONG THE EXISTING CENTERLINE OF SAID JOPLIN ROAD FOR THE NEXT 9 CALLS:
- 6) THENCE S.86°25′57″E., 11.89 FEET TO A POINT;
- 7) THENCE S.74°52′47″E., 28.68 FEET TO A POINT;
- 8) THENCE S.67°31′21″E., 30.56 FEET TO A POINT;
- 9) THENCE S.59°20′29″E., 28.01 FEET TO A POINT;
- 10) THENCE S.56°07′33″E., 22.11 FEET TO A POINT;

208-895-2520 | Horrocks.com 2775 West Navigator Drive, Suite 210, Meridian, ID 83642

- 11) THENCE S.54°29'42"E., 25.24 FEET TO A POINT;
- 12) THENCE S.51°43′50″E., 65.38 FEET TO A POINT;
- 13) THENCE \$50°53'16"E., 18.61 FEET TO A POINT;
- 14) THENCE S.51°14′04″E., 103.83 FEET TO A POINT, LEAVING THE EXISTING CENTERLINE OF SAID JOPLIN ROAD;
- 15) THENCE S.00°51′30″W., 30.70 FEET, TO A POINT LYING ON THE EXISTING SOUTHERLY EDGE OF SAID JOPLIN ROAD, AND FOLLOW THE EXISTING SOUTHERLY EDGE OF JOPLIN ROAD FOR THE NEXT 4 CALLS:
- 16) THENCE S.52°19′29″E., 34.32 FEET TO A POINT;
- 17) THENCE S.54°17′55″E., 27.28 FEET TO A POINT;
- 18) THENCE S.58°43'32"E., 30.79 FEET TO A POINT;
- 19) THENCE S.66°35′42″E. 10.57 FEET TO A POINT;
- 20) THENCE S.00°38′22″W. 11.09 FEET TO A POINT ON THE LATITUDINAL CENTERLINE OF SAID SECTION 19;
- 21) THENCE S.89°17′17″E., ALONG SAID LATITUDINAL CENTERLINE, 234.10 FEET TO A POINT MARKING THE CENTER WEST 1/16TH CORNER OF SAID SECTION 19;
- 22) THENCE S.01°15′14″W., ALONG THE WEST 1/16TH LINE OF SAID SECTION 19, 349.68 FEET TO A POINT MARKING THE SOUTH EAST CORNER OF PARCEL C AS SHOWN ON RECORD OF SURVEY NUMBER 12543;
- 23) THENCE N.89°10′08″W., ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED PARCEL C, 1210.77 FEET, TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID SECTION 19;
- 24) THENCE ON SAID WESTERLY BOUNDARY LINE N.01°02′26″E., 347.14 FEET, TO **THE POINT OF BEGINNING.**

SAID PARCEL CONTAINS 13.53 ACRES, MORE OR LESS.



March 1, 2024

Job Number: ID-8727-23

Page 1 of 2

PROPERTY DESCRIPTION BOTTLES JOPLIN SUBDIVISION

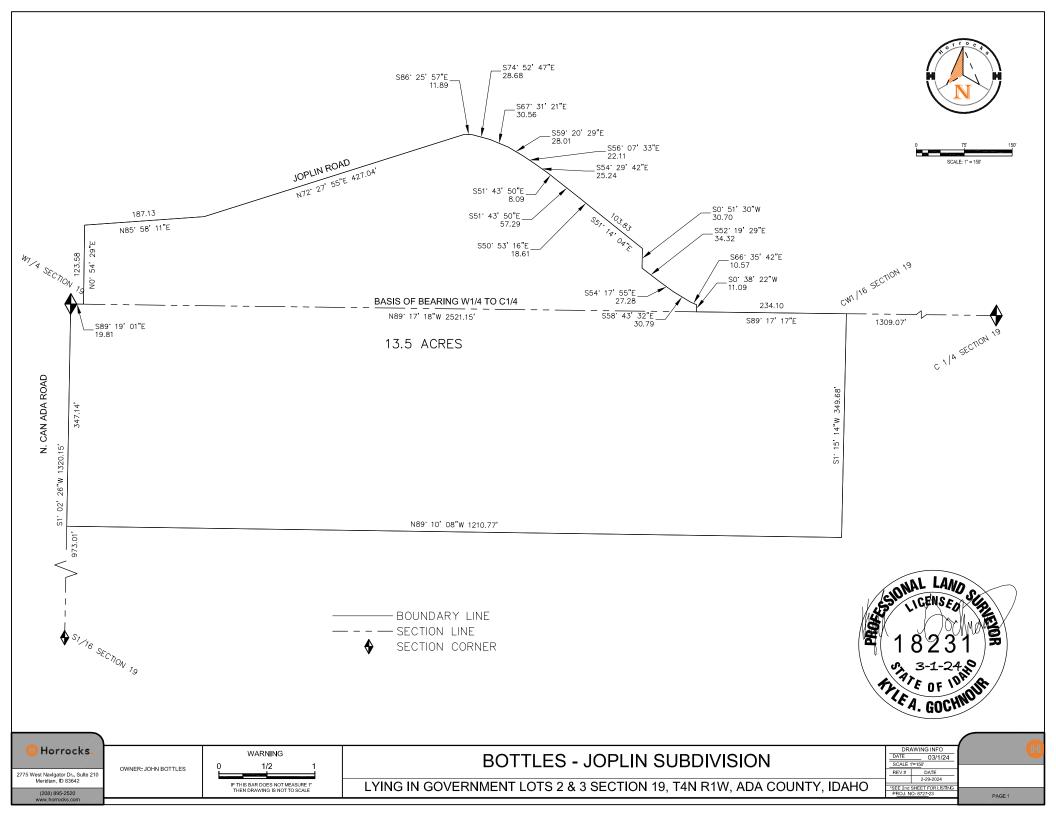
A PIECE OF LAND LYING IN GOVERNMENT LOTS 2 AND 3, SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

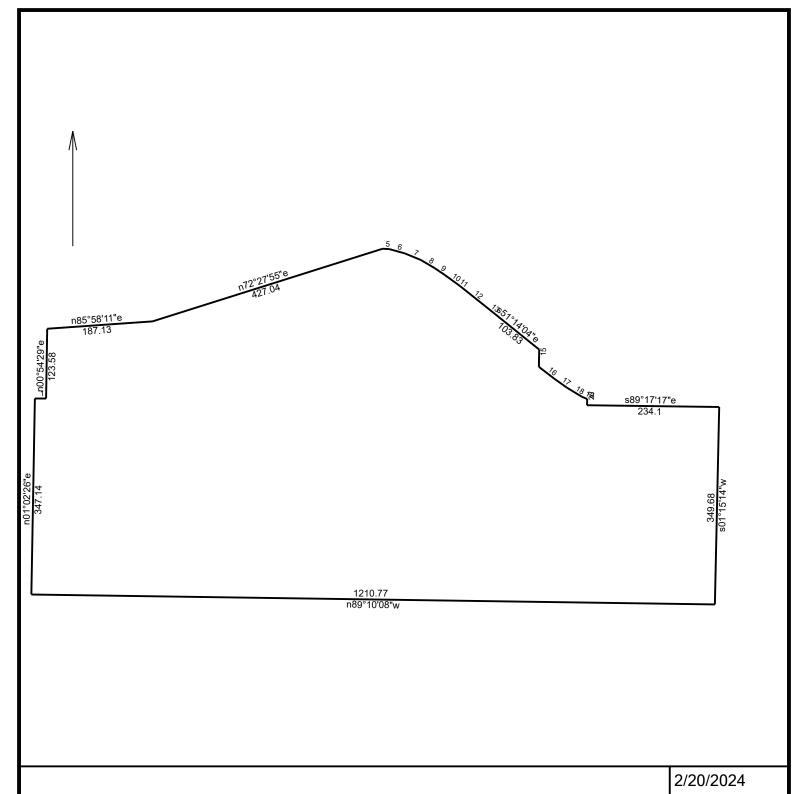
POINT OF BEGINNING BEING AN ALUMINUM CAP MARKING THE WEST 1/4 CORNER OF SAID SECTION 19; BEING N.89°17'17"W., 2521.15 FEET DISTANT FROM THE CENTER 1/4 CORNER; SAID POINT OF BEGINNING ALSO BEING THE POINT OF BEGINNING OF PARCEL C AS SHOWN ON RECORD OF SURVEY NUMBER 12543, RECORDS OF ADA COUNTY.

- 1) Thence S.89°19'01"E., 19.81 FEET TO A POINT;
- 2) THENCE N.00°54'29"E., 123.58 FEET TO A POINT;
- 3) THENCE N.85°58'11"E., 187.13 FEET TO A POINT
- 4) THENCE N.72°27'55"E., 427.04 FEET TO A POINT MORE OR LESS ON THE EXISTING CENTERLINE OF JOPLIN ROAD;
- 5) THENCE ALONG THE EXISTING CENTERLINE OF SAID JOPLIN ROAD FOR THE NEXT 10 CALLS:
- THENCE S.86°25′57″E., 11.89 FEET TO A POINT;
- 7) THENCE S.74°52'47"E., 28.68 FEET TO A POINT;
- 8) THENCE S.67°31′21″E., 30.56 FEET TO A POINT;
- 9) THENCE S.59°20′29″E., 28.01 FEET TO A POINT;
- 10) THENCE S.56°07'33"E., 22.11 FEET TO A POINT;

- 11) THENCE S.54°29'42"E., 25.24 FEET TO A POINT;
- 12) THENCE S.51°43′50″E., 8.09 FEET TO A POINT;
- 13) THENCE S.51°43′50″E., 57.29 FEET TO A POINT;
- 14) THENCE S50°53'16"E., 18.61 FEET TO A POINT;
- 15) THENCE S.51°14'04"E., 103.83 FEET TO A POINT, LEAVING THE EXISTING CENTERLINE OF SAID JOPLIN ROAD:
- 16) THENCE S.00°51'30"W., 30.70 FEET, TO A POINT LYING ON THE EXISTING SOUTHERLY EDGE OF SAID JOPLIN ROAD, AND FOLLOW THE EXISTING SOUTHERLY EDGE OF JOPLIN ROAD FOR THE NEXT 4 CALLS;
- 17) THENCE S.52°19'29"E., 34.32 FEET TO A POINT;
- 18) THENCE S.54°17′55"E., 27.28 FEET TO A POINT;
- 19) THENCE S.58°43'32"E., 30.79 FEET TO A POINT;
- 20) THENCE S.66°35'42"E. 10.57 FEET TO A POINT;
- 21) THENCE S.00°38'22"W. 11.09 FEET TO A POINT ON THE LATITUDINAL CENTERLINE OF SAID SECTION 19;
- 22) THENCE S.89°17'17"E., ALONG SAID LATITUDINAL CENTERLINE, 234.10 FEET TO A POINT MARKING THE CENTER WEST 1/16TH CORNER OF SAID SECTION 19;
- 23) THENCE S.01°15′14″W., ALONG THE WEST 1/16TH LINE OF SAID SECTION 19, 349.68 FEET TO A POINT MARKING THE SOUTH EAST CORNER OF PARCEL C AS SHOWN ON RECORD OF SURVEY NUMBER 12543;
- 24) THENCE N.89°10′08″W., ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED PARCEL C, 1210.77 FEET, TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID SECTION 19;
- 25) THENCE ON SAID WESTERLY BOUNDARY LINE N.01°02′26″E., 347.14 FEET, TO **THE POINT OF BEGINNING.**

SAID PARCEL CONTAINS 13.53 ACRES, MORE OR LESS.





Scale: 1 inch= 170 feet File: BOTTLES JOPLIN SUBDIVISION CLOSURE 2-29-2024.ndp

15 s00.5130w 30.7 16 s52.1929e 34.32 17 s54.1755e 27.28 18 s58.4332e 30.79 19 s66.3542e 10.57 20 s00.3822w 11.09 21 s89.1717e 234.1 22 s01.1514w 349.68 23 n89.1008w 1210.77 24 n01.0226e 347.14



March 1, 2024

SUBJECT: ID-8727-23 JOPLIN BOUNDARY CLOSURE

North: 734403.1211' East: 2422914.4323'

Segment #1: Line

Course: N1° 02' 26"E Length: 347.14'

North: 734750.2039' East: 2422920.7364'

Segment #2 : Line

Course: S89° 19' 01"E Length: 19.81'

North: 734749.9677' East: 2422940.5450'

Segment #3: Line

Course: N0° 54' 29"E Length: 123.58'

North: 734873.5322' East: 2422942.5035'

Segment #4 : Line

Course: N85° 58' 11"E Length: 187.13'

North: 734886.6844' East: 2423129.1708'

Segment #5 : Line

Course: N72° 27' 55"E Length: 427.04'

North: 735015.3446' East: 2423536.3681'

Segment #6 : Line

Course: S86° 25' 57"E Length: 11.89'

North: 735014.6047' East: 2423548.2351'

Segment #7: Line

Course: S74° 52' 47"E Length: 28.68'

North: 735007.1237' East: 2423575.9222'

Segment #8: Line

Course: S67° 31' 21"E Length: 30.56'

North: 734995.4399' East: 2423604.1606'

Segment #9: Line

Course: S59° 20' 29"E Length: 28.01'

North: 734981.1570' East: 2423628.2553'

Segment #10 : Line

Course: S56° 07' 33"E Length: 22.11'

North: 734968.8336' East: 2423646.6125'

Segment #11: Line

Course: S54° 29' 42"E Length: 25.24'

North: 734954.1748' East: 2423667.1595'

Segment #12: Line

Course: S51° 43' 50"E Length: 8.09'

North: 734949.1642' East: 2423673.5110'

Segment #13 : Line

Course: S51° 43' 50"E Length: 57.29'

North: 734913.6811' East: 2423718.4898'

Segment #14 : Line

Course: S50° 53' 16"E Length: 18.61'

North: 734901.9411' East: 2423732.9295'

Segment #15 : Line

Course: S51° 14' 04"E Length: 103.83'

North: 734836.9295' East: 2423813.8872'

Segment #16: Line

Course: S0° 51' 30"W Length: 30.70'

North: 734806.2329' East: 2423813.4273'

Segment #17: Line

Course: S52° 19' 29"E Length: 34.32'

North: 734785.2570' East: 2423840.5912'

Segment #18: Line

Course: S54° 17' 55"E Length: 27.28'

North: 734769.3375' East: 2423862.7444'

Segment #19: Line

Course: S58° 43' 32"E Length: 30.79'

North: 734753.3532' East: 2423889.0604'

Segment #20 : Line

Course: S66° 35' 42"E Length: 10.57'

North: 734749.1545' East: 2423898.7607'

Segment #21 : Line

Course: S0° 38' 22"W Length: 11.09'

North: 734738.0652' East: 2423898.6369'

Segment #22 : Line

Course: S89° 17' 17"E Length: 234.10'

North: 734735.1564' East: 2424132.7188'

Segment #23 : Line

Course: S1° 15' 14"W Length: 349.68'

North: 734385.5602' East: 2424125.0669'

Segment #24 : Line

Course: N89° 10' 08"W Length: 1210.77'

North: 734403.1225' East: 2422914.4242'

Perimeter: 3378.31' Area: 589256.94 Sq. Ft.

Error Closure: 0.0082 Course: N80° 17' 51"W

Error North: 0.00138 East: -0.00809

Precision 1: 411989.02

DEVELOPMENT AGREEMENT JOPLIN RIM 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 John Bottles, hereinafter referred to as "Owner".

WHEREAS, Owner own parcels of land of approximately 13.5 acres in size, currently located within Ada County, zoned RUT and more particularly described in **Exhibit A** of Ordinance 411-2024, which is attached hereto and incorporated by reference herein (the "Properties");

WHEREAS, Owner have 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 <u>R-4-DA</u>, as File No. <u>AZ-24-04/DA-24-04/PP-24-03</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. <u>Legal Authority</u>. 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>.

- **Development Acreage and Uses Permitted.** As to the Parcels shown on **Exhibit A**, Owner is allowed to develop the 13.5 acres as follows:
 - Zoning Classification: The zoning classifications shall be R-4-DA.
 - The Owner shall comply with all city ordinances relating to the property except as otherwise provided herein.
- **Site Design.** The Preliminary Plat, as set forth in **Exhibit B**, is hereby approved.
- 2.3 <u>Uses.</u> The development is hereby approved for a maximum of 48 single-family residential lots. 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 5 architectural styles and/or floorplans shall be provided for this development.

2.4 Additional Requirements/Considerations:

- The Preliminary Plat approved by Council dated 8-20-24 is approved for a maximum of 48 residential lots.
- The Council approves the requested <u>rear setback</u> waivers as follows for Lot 2 (14'), Lot 3 (5'), Lot 4 (8'), Lot 11 (3.5') & Lot 12 (5'), Block 1 of the approved preliminary plat dated 8-20-24.
- Council approves a 27' width for the private street with no sidewalks adjacent to private street.
- The Applicant shall provide 8' planter strips along the detached sidewalks and a 10' multi-use pathway on Joplin Road per ACHD standards.
- The Applicant shall be responsible for payment of all emergency services mitigation fees and ITD Proportionate Shares.
- Building elevations presented by Applicant shall be included as an Exhibit in Development Agreement.
- The Applicant shall provide an Exhibit showing compliance with Section 8-3B-3J-2 of the UDC regarding Dwelling Unit Design.
- All future building permits for single family dwellings shall be reviewed for compliance with Section 8-3B-3J, including exterior finishes, dwelling unit design and rear elevation design along collector roadways.
- All mailbox clusters shall be approved by the postmaster prior to installation. All clusters shall be covered with an architecturally designed cover, to be approved by the Administrator prior to final plat signature. All covers shall be provided with lighting and shall be stained/painted and kept in good condition at all times.

- The property associated with this approved Preliminary Plat, in addition to the property of all future phases shall be properly maintained at all times, including throughout the construction process to include trash picked up and trash receptacles emptied with regular frequency, streets swept and cleaned weekly, including any streets used to access the property and all debris shall be prevented from accumulating on any adjacent property or public right of way and shall remove all debris from public way at least daily. This shall also include, but is not limited to any trash, junk or disabled vehicles during any portion of the development process. The site shall be properly mitigated from fugitive dust at all times, including during construction, as determined by the Zoning Administrator. Failure to comply with any of the above is a direct violation of this Development Agreement and may result in a stop work order being issued until the violations are remedied, and/or revocation of preliminary plat/final plat approvals.
- 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 \$48,000.00 (48 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. <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. 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: John Bottles

839 S. Bridgeway Place

Eagle, ID 83616

- **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 presented on the day and year set forth below	parties have hereunto caused this Agreement to be w.
Dated this day	, 2024.
	Trevor A. Chadwick, Mayor
ATTEST:	
Jacob M. Qualls, City Clerk	

	OWNER:
	John Bottles
STATE OF)	
STATE OF) ss. County of)	
On this day of, 20 in and for said state, personally appeared John subscribed his name to the foregoing instrument, same in said name.	
IN WITNESS WHEREOF, I have year in this certificate first above written.	hereunto set my hand and seal, the day and
	Notary Public for State of Idaho Residing at:
	My Commission Expires:

PRELIMINARY PLAT JOPLIN RIM SUBDIVISION EXHIBIT B PROJECT -LOCATION LOCATED IN A PORTION OF GOVERNMENT LOTS 2 & 3 OF SECTION 19 APPROVED BY COUNCIL TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN CITY OF STAR, ADA COUNTY, IDAHO 8-20-24 -2024-WARNING **CALCULATED POINT** PLSS CORNER **BOUNDARY LINE** LOT LINE 30.56'-STREET CENTERLINE **VICINITY MAP SECTION LINE** (NOT TO SCALE) ACHD SIDEWALK EASEMENT PROJECT BENCHMARK
5/8" IRON PIN WITH "JUB" CONTROL CAP **CROSS ACCESS & PUBLIC UTILITY** UTILITIES EASEMENT AS NOTED NORTHING 731290.9060' EASTING 2422837.6290' P.U.E. PUBLIC UTILITIES EASEMENT **ELEVATION 2496.31'** C.A.E. CROSS ACCESS EASEMENT 12,351 SF 12,494 SF 0.284 AC 0.287 AC PUBLIC RIGHT-OF-WAY 10,959 SF 10,450 SF 0.252 AC 10,215 SF N85°58'11"E 187.13 0.240 AC 0.235 AC 7,416 SF BLOCK 1 9,472 SF 0.170 AC 0.217 AC 8,079 SF 11,530 SF 0.185 AC 0.265 AC 11,420 SF 0.262 AC 65.00' 65.00' PRIVATE STREET 6,409 SF 0.147 AC COMMON 100.42' 25,237 SF 23.45'— - 0.579 AC -W. JOPLIN RD. S89°17'17"E 2521.15' CENTER 1/4 S 89°17'17" E 1212.08' S89°17'17"E 234.10 SECTION 19 660.25' SEC 19 317.73' OWNERS/DEVELOPERS IDAHO HOLDINGS, LLC COMMON 17,557 SF 839 S BRIDGEWAY PLACE 10,320 SF COMMON 0.403 AC EAGLE, ID 83616 352.67' 232.22' **2** 0.237 AC 208-377-5700 COMMON 7,175 SF 15' EXISTING SLOPE ENGINEER/PLANNER HORROCKS ENGINEERS ROW 55.00' BLOCK 3 MATHEW GRAHAM, P.E. 5,499 SF KYLE GOCHNOUR, PLS 0.217 AC 2775 W NAVIGATOR DR. 6,162 SF SUITE 210 23,249 SF 6,161 SF 8,241 SF 6,332 SF _/--5.77' 6,698 SF MERIDAIN, ID 83642 0.141 AC 0.141 AC 0.534 AC 0.189 AC 0.145 AC 0.154 AC 6,050 SF 6,050 SF 6,050 SF 6,050 SF (208) 895-2520 COMMON COMMON 6,051 SF 3 5,979 SF 0.139 AC 0.139 AC 0.139 AC 0.139 AC LANDSCAPE ARCHITECT 0.138 AC 0.139 AC 0.139 AC 0.137 AC STACK ROCK GROUP C21 40.37' 404 S 8TH ST., SUITE 300A1 7,337 SF HALF BOISE, ID 83702 0.168 AC 55.00' 55.00' ROW ___55.00'⁻ (208) 345-0500 ⁻42.03' C16 √ 168.19' 94.99' ACREAGE SUMMARY TOTAL = 13.53 ACRES 208.31' MINIMUM LOT SIZE: 5153 SF STREET "B" MAXIMUM LOT SIZE: 12494 SF **AVERAGE RESIDENTIAL LOT SIZE: 7855 SF** 7,462 SF __20.84'____ 55.00'___ TOTAL BUILDABLE LOTS: 48 _ 55.00' _ ___55.00'_ 0.171 AC __55.00'_ GROSS DENSITY 3.54 LOT/AC __C36__ OPEN SPACE AREA: 2.11 AC/15% USABLE OPEN SPACE AREA: 1.91 AC/14% Д DRAINAGE AREA: 0.21 AC ELIMINARY FLOOD PLAIN 7,293 SF 7,391 SF 7.397 SF PROPERTY IS ZONED X 6,050 SF 6,050 SF 6,755 SF 7,489 SF 6,050 SF 6,193 SF 0.167 AC 6,050 SF 6,051 SF 0.170 AC PER FEMA FLOOD PANEL 16001C0120J 0.134 AC 0.170 AC 0.139 AC 0.139 AC 0.155 AC 0.172 AC 0.139 AC EFFECTIVE DATE: JUNE 19, 2020 BLOCK 2 FIRE DISTRICT STAR FIRE DISTRICT 112.77' 55.00' 55.00' 55.00' 55.00' WATER PROVIDER 55.00' 55.00' 55.00' 55.00' N89°10'08"W 1210.77 STAR SEWER & WATER DISTRICT SEWER PROVIDER STAR SEWER & WATER DISTRICT STORM WATER RETENTION LINE TABLE **CURVE TABLE** CURVE TABLE ALL STORM WATER TO BE RETAINED IN SURFACE OR SUB-SURFACE RETENTION LINE # | DISTANCE | DIRECTION ARC LENGTH | RADIUS | DIRECTION | DISTANCE CURVE# Δ ARC LENGTH | RADIUS | DIRECTION | DISTANCE BASINS S 89°19'01" E 274.95' S 89° 10' 09" E C35 027° 24' 23" 55.00' N 47° 18' 42" W 26.06' IRRIGATION DISTRICT 55.00' N 84° 09' 46" W 010° 13' 59" 49.12' 275.00' N 85° 42' 52" E PIONEER IRRIGATION DISTRICT >> S 1/16 COR 49.90' | S 62° 41' 39" W | 19.09' 28.68' S 74°52'47" E ROADWAY JURISDICTION 002° 38' 31" 275.00' N 79° 16' 36" E C37 022° 03' 20" SECTION 19 12.68' CANYON HIGHWAY DISTRICT NO. 4 30.56' S 67°31'21" E 000° 23' 12" 325.00' N 78° 08' 57" E 2.19' C38 038° 07' 55" 28.00' S 71° 45' 54" W 18.29' ADA COUNTY HIGHWAY DISTRICT 1. ALL BUILDING SETBACK DISTANCES AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE DEVELOPMENT AGREEMENT WITH THE CITY OF STAR, 28.01' S 59°20'29" E 22.11' COMMON LOTS, AS SHOWN, WILL BE USED FOR OPEN SPACE, WALKING PATHS, AND STORM WATER FACIAILTIES TO BENEFIT RESIDENTS OF THE COMMUNITY AND GUESTS. ALL COMMON LOTS ARE TO BE OWNED AND MAINTAINED BY S 56°07'33" E 002° 34' 45" 14.63' 325.00' N 89° 25' 23" E 14.63' AG WITH REZONE TO R3 THE HOMEOWNER'S ASSOCIATION. 25.24' S 54°29'42" E 011° 10' 45" | 53.66' 275.00' S 85° 07' 24" W 53.57' PRESSURE IRRIGATION WILL BE SUPPLIED TO EACH LOT AND CONNECTED TO AN OFF SITE PRIVATE PRESSURE IRRIGATION SYSTEM. STORM DRAINAGE WILL BE DESIGNED IN ACCORDANCE WITH ALL CITY OF STAR STORMWATER DESIGN STANDARDS AND REQUIREMENTS. 65.38' 275.00' S 78° 44' 41" W 7.57' 001° 34' 41" OVERALL SITE AND SURVEY DATA ALL PROPOSED SEWER MAINS WILL CONNECT TO AND DISCHARGE INTO THE STAR SEWER AND WATER DISTRICT. 325.00' S 78° 36' 04" W 7.32' 18.61' S 50°53'16" E 7.32' AND LOT DIMENSIONS 6. WATER WILL BE PROVIDED BY THE STAR SEWER AND WATER DISTRICT. '. PUBLIC UTILITY AND IRRIGATION EASEMENTS WILL BE AS FOLLOWS: NATURAL FEATURES & UTILITIES 30.70' S 00°51'30" W 325.00' S 84° 07' 58" W 009° 46' 20" 10 FOOT WIDE ADJACENT TO THE SUBDIVISION BOUNDARY AND PUBLIC RIGHT-OF-WAY TYPICAL STREET CROSS SECTIONS 34.32' S 52°19'29" E 10.28' PRELIMINARY GRADING AND DRAINAGE PLAN - 5 FOOT WIDE ON EACH SIDE OF INTERIOR LOT LINES 27.28' S 54°17'55" E 300.00' N 84° 23' 36" E 012° 52' 31" 67.41' **BASIS OF BEARING** 5 FOOT WIDE REAR LOT LINES 30.79' S 58°43'32" E 012° 45' 26" 66.80' 300.00' N 84° 20' 03" E N01°02'26"E ALONG THE WEST LINE - ALL OTHER EASEMENTS ARE AS SHOWN 10.57' S 66°35'42" E FROM THE SOUTH 1/16 CORNER TO THE WEST 060° 37' 31" 29.63' 28.00' S 58° 51' 23" E 28.26' B. EASEMENTS FOR WATER AND SEWER WILL BE PROVIDED AS REQUIRED BY THE STAR SEWER AND WATER DISTRICT FOR AREAS OUTSIDE THE PUBLIC RIGHT-OF-WAY. QUARTER CORNER OF SECTION 19. 11.09' S 00°38'22" W NO PORTION OF THE SITE IS LOCATED IN A FEMA DESIGNATED FLOOD PLAIN OR FLOODWAY ZONE. 036° 19' 49" 31.60' 49.83' S 44° 57' 06" E 31.07' 10. PRIVATE DRAINAGE SYSTEMS AND COMMON SITE IMPROVEMENTS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. **PP1.0 PROJECT BENCHMARK** 058° 20' 22" 55.00' N 89° 28' 15" E 11. ALL PUBLIC ROADS AND RIGHT-OF-WAY WILL BE DEDICATED TO ADA COUNTY HIGHWAY DISTRICT. A 5/8" IRON PIN WITH "JUB" CONTROL CAP 029° 38' 36" 55.00' N 45° 28' 46" E 12. THE SUBDIVISION FINISHED SURFACE ELEVATION IS PLANNED TO BE INCREASED TO ENSURE MINIMUM COVER FOR FUTURE SEWER MAINS. THE ELEVATION INCREASE VARIES AND IS ANTICIPATED TO BE AN INCREASE BETWEEN IN THE NORTH WEST CORNER OF PROJECT. APPROXIMATELY 0' AND 4' FEET AS NEEDED. ALL STORMWATER IS PLANNED TO BE RETAINED WITH THE USE OF SURFACE AND SUB-SURFACE INFILTRATION FACILITIES. STORMWATER RUNOFF IS EXPECTED ALONG THE FRONT OF EACH 032° 47' 15" 31.47' 55.00' N 14° 15' 51" E NORTHING 731290.9060' LOT INTO THE STREET BUT HOMEOWNERS WILL BE EXPECTED TO RETAIN AS MUCH STORMWATER AS POSSIBLE IN THE BACK OF EACH LOT. THE PROJECT DESIGN WILL ENSURE JURISDICTIONAL MINIMUM DESIGN REQUIREMENTS ARE EASTING 2422837.6290' C34 031° 28' 43" 55.00' N 17° 52' 09" W 29.84' 30.22' MET AND/OR EXCEEDED. **ELEVATION 2496.31'**

PAGE 1 OF 4

L
C:\Users\melissak\AppData\Local\Temp\AcPublish_23016\ID-8727-23_PP revised frontage rd.dwg - Layout1 - 8/19/2024 03:48pm, melissak

EXHIBIT C

Conceptual Home Renderings

Minimum Lot Size: 5,153 SF

Maximum Lot Size: 12,494 SF









