

ORDINANCE NO. 389-2023
(DUDE DEWALT WINERY 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 5446 HWY 16, IN STAR, IDAHO (ADA COUNTY PARCEL S0328427800) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY TRAE & JOHNNA BUCHERT; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RURAL RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (RR-DA) OF APPROXIMATELY 32.5 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. 370-2022, adopted on July 19, 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 July 18, 2023 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 Rural Residential with a Development Agreement (RR-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 Rural Residential with a Development Agreement (RR-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 Rural Residential with a Development Agreement (RR-DA) land use classification.

Section 4: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 5: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire Ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code maybe be published.

DATED this ____ day of _____, 2023.

CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

EXHIBIT A



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

PAGE 1 OF 1

PARCEL 1

This parcel is situated in a portion of the N.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Section 28, Township 5 North, Range 1 West of the Boise Meridian, Ada County, Idaho as shown on Record of Survey No. 5753, records of Ada County, more particularly described as follows:

BEGINNING at the northeast corner of said N.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$, from which the northeast corner of the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ bears S 89°19'53" E a distance of 1321.46 feet; thence along the east boundary of said N.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$,

S 00°12'17" E a distance of 1315.97 feet to the southeast corner of said N.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$; thence along the south boundary of said N.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$,

N 89°21'24" W a distance of 1209.58 feet to a point of curvature on the easterly right-of-way State Highway 16; thence along said right-of-way and a curve to the right,

Having an arc length of 409.23 feet, a radius of 7244.35 feet, through a delta angle of 03°14'12" and a long chord which bears N 10°35'27" E a distance of 409.17 feet; thence continuing,

N 12°11'26" E a distance of 932.08 feet to a point on the north boundary of said N.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$; thence leaving said right-of-way and along said north boundary,

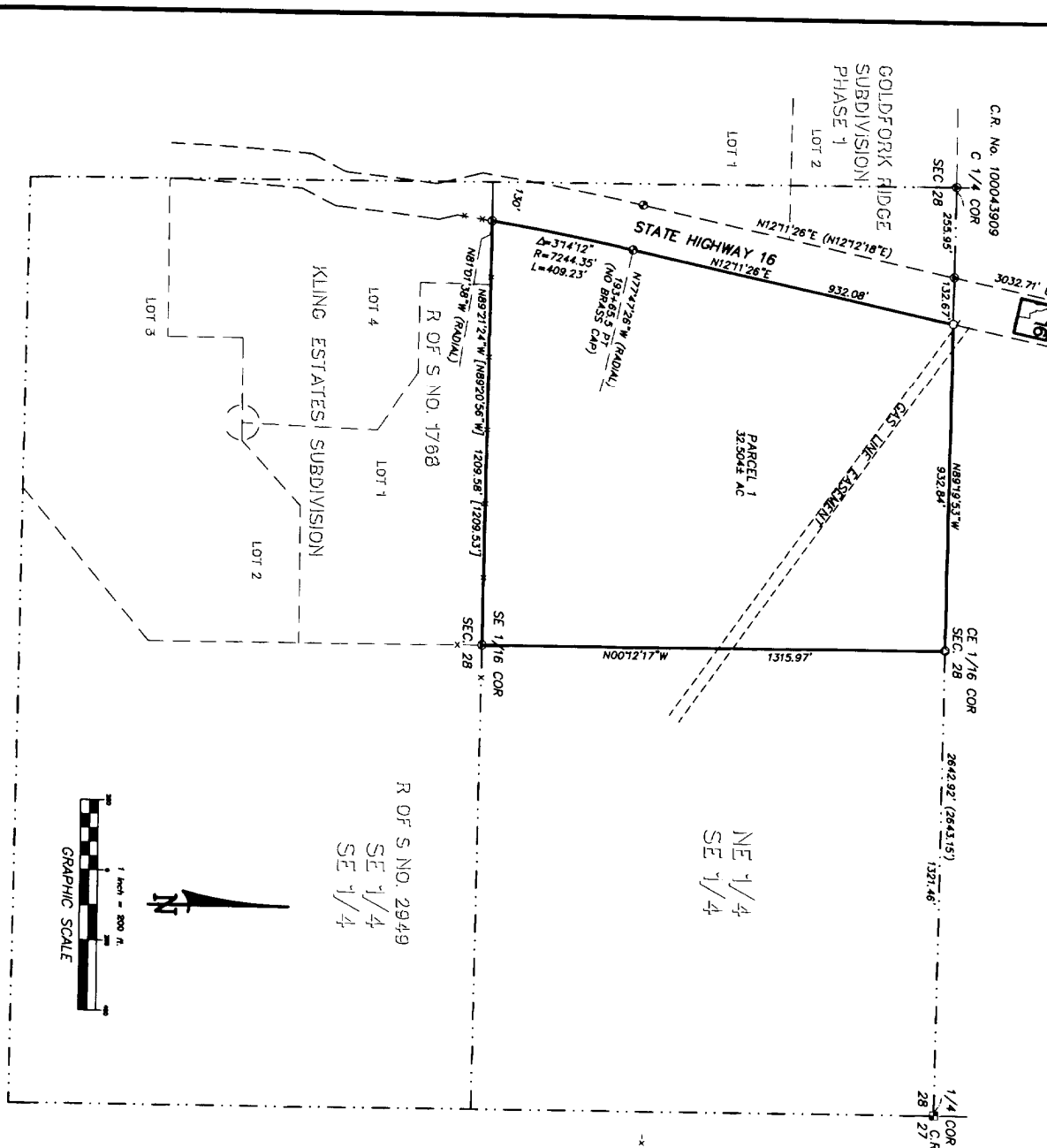
S 89°19'53" E a distance of 932.84 feet to the **POINT OF BEGINNING**.

CONTAINING 32.504 acres, more or less.



RECORD OF SURVEY NO. 5153

OF A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO



BASIS OF BEARINGS:
 THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, BOISE MERIDIAN, i.e. S 89°19'53" E.

- LEGEND:**
- ⊙ FOUND BRASS CAPPED MONUMENT HIGHWAY RIGHT-OF-WAY MONUMENT
 - ⊠ FOUND ALUMINUM CAP MONUMENT
 - ⊙ FOUND 5/8" IRON PIN
 - ⊙ SET 5/8" IRON PIN W/PLASTIC CAP PLS 6552
 - SET 1/2" IRON PIN W/PLASTIC CAP PLS 6552
 - — — — — FENCE LINE
 - () RECORD DATA PER GOLDFORK RIDGE SUBDIVISION PHASE 1
 - [] RECORD DATA PER KLING ESTATES SUBDIVISION

NOTE:
 THE COUNTY SURVEYING, INC. ASSUMES NO LIABILITY FOR PRESENT OR FUTURE COMPLIANCE OR NONCOMPLIANCE WITH COUNTY PLANNING AND ZONING ORDINANCES RESTRICTIONS AS THEY PERTAIN TO BUILDING PERMITS AND THE ISSUANCE THEREOF.



SURVEY FOR:
 TREFA BUCHERT
 2965 W. DEERFIELD COURT
 EAGLE, ID 83616
 PHONE: (208) 939-8078

TR COUNTY SURVEYING, INC.
 PROFESSIONAL LAND SURVEYORS
 703 No. Washington Ave.
 P.O. Box 974
 Emmett, Idaho 83617-0974
 Phone: (208) 365-7470

COUNTY RECORDER CERTIFICATE
 INSTRUMENT NO. **1215395**
 STATE OF IDAHO } SS
 COUNTY OF ADA }

I HEREBY CERTIFY THAT THIS RECORD OF SURVEY WAS FILED AT THE REQUEST OF TR COUNTY SURVEYING, INC. ON THIS 21st DAY OF MARCH 2002 IN MY OFFICE AND WAS DULY RECORDED AS SURVEY NO. **5153**

J. David Hargrett
 COUNTY RECORDER

Fee: \$5.00

**DEVELOPMENT AGREEMENT
DUDE DEWALT WINERY & EVENT CENTER 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 Trae and Johnna Buchert, hereinafter referred to as "Owner".

WHEREAS, Owner owns a parcel of land of approximately 32.50 acres in size, currently located within Ada County, zoned RR, and more particularly described in **Exhibit A** of Ordinance 389-2023, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner requested that the Property be annexed into the City, be zoned, 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 zoned 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 RR-DA, was made as File No. AZ-23-02/DA-23-04, 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 Owners 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 the approximate 32.50 acres as follows:

- Zoning Classification: The zoning classification of the Property shall be RR-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 Conditional Use Permit Master Site Plan, dated 7/10/23, 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 winery and events center, to be developed, operated, and maintained in compliance with the conditions of approval for CU-23-05.

2.4 Additional Requirements:

- Central District Health shall approve any new or upgraded septic systems.
- Star Fire District shall approve all fire flow requirements and/or building permits, and any occupancy requirements for all buildings on-site. All Wildland Urban Fire Interface Overlay District requirements shall be met.
- The owner/applicant shall maintain a minimum 125 feet distance from the southern property line to the new proposed tasting room and associated patio.
- The owner/applicant shall submit plans for food or beverage establishment to the Central District Health Department for plan review and approval.
- Idaho Department of Water Resources shall approve any new or upgraded well construction.
- The owner/applicant shall pay the ACHD all traffic impact fees prior to issuance of a building permit.
- The owner/applicant shall provide an all-weather dustless material (or other City approved dust mitigation) if the off-street parking areas and private drive are not surfaced with asphalt or concrete.

- The owner/applicant shall either install a placard or striping that clearly identifies and demarcates the ADA accessible parking spaces.
- The owner/applicant, engineer of record and/or contractor shall notify the City when a construction start date is established.
- The Engineer of Record shall submit a letter to the City stating the work has been completed in substantial compliance with the approved plans for the construction of the driveways and parking areas.
- The owner/applicant shall schedule a final inspection with the City upon completion of each phase of the driveways and parking areas.
- The owner/applicant shall schedule a final inspection with the Star Fire District prior to issuance of a Certificate of Occupancy.
- During the time that the future construction of the production facility happens, the current driveway shall be constructed to Star Fire District standards. Star Fire District shall approve all access requirements.
- A northbound right turn lane shall be constructed to the ITD current standards to mitigate for entering traffic.
- A Certificate of Occupancy will be issued when all the above conditions are met. In the event conditions cannot be met by the desired date of occupancy, the owner/applicant may request a surety agreement in lieu of completing the improvements.
- If a gate is ever installed, it will need to be equipped with a KNOX key lock specific to Star Fire District.
- The outdoor public address/speaker system shall comply with the noise regulations of the City Code.
- Food service for events shall be approved by the Central District Health Department.
- Any (Event Center) event of more than 125 people and no greater than 250 people shall be limited to 24 events per year.
- The days and hours of operation for the wine tasting and associated uses and the Event Center uses are from 10 a.m. to 10 p.m., daily; On Mondays and Tuesdays, hours of operation for events greater than 125 people shall be limited to 10 a.m. to 6 p.m. The operation of the winery use is allowed 24 hours/7 days a week.
- The owner/applicant shall comply with ITD Permit No. 3-19-504 or any updated permits. Should the use of the parcel change causing any increase in trip generation, or the parcel is split, the property owner shall reapply for access with ITD.
- All drainage shall be retained onsite during and after construction.
- During construction earthmoving equipment operation, hours shall be limited to between 7 a.m. to 6 p.m.

- The owner/applicant is responsible for restoring all disturbed areas. Restoration shall match the approved plans. For unapproved areas of disturbance, the City Engineer shall determine the level of restoration. This could include geotechnical reports, grading, erosion control blankets and hydro seeding.
- The property must be managed and maintained consistent with the standard regulations of Star City Code regarding the accumulation of junk, atmospheric emissions, construction sites, hazardous materials storage, outdoor public address systems, outdoor storage of chemicals and fertilizers, transmission line corridors, and utilities.
- The use shall comply with the noise regulations in Star City Code.
- Comply with all requirements of the Star City Engineer including, but not limited to, drainage, grading, hillsides and slopes, site improvement engineering, retaining walls greater in height than 4 feet.
- All future improvement phases are subject to a Certificate of Zoning Compliance application submitted to the City. This will include detailed review of parking, landscaping, lighting, dust mitigation, and building elevations.
- Any signage within ITD right of way shall be approved by the District prior to installation.
- The owner/applicant shall meet all requirements of Central District Health Department regarding the preparation and sale of food.
- A landscape plan shall be submitted to the City detailing the existing, required berm along the southern boundary of the property, including types of trees and landscaping proposed. The existing 8' berm shall include 6' tall trees to provide additional buffer on the southern parking lot boundary per the submitted site plan.
- The conditional use permit shall be valid for a period of 10-years from the date of approval to allow for the applicants phasing plans. The applicant may apply for a time extension prior to the expiration date as allowed per Code.
- The owner/applicant shall notify the City in advance of all events of greater than 125 people and no greater than 250 people per year (24 events per year maximum). This time period shall be from January 1st through December 31st, annually. The total number of events in 2023 shall include those already conducted prior to annexation.
- The owner/applicant shall provide for adequate parking for all events on-site. At final build-out, a total of 150 permanent parking spaces shall be provided.

- Any future change of use of the existing residence to a commercial use shall be subject to review of a Certificate of Zoning Compliance. All current building and fire codes would need to be completed prior to any public occupancy.
- The existing Storage/Production Facility (3,500 square feet) shall meet all Star Fire District requirements.
- All new structures shall be subject to fire and building code standards. Extension of sewer & water may be required by Star Sewer & Water District to accommodate fire suppression and domestic water and sewer needs. All new structures shall be subject to future Certificate of Zoning Compliance (CZC) applications. Building elevations, parking, lighting, access details, fire and building code reviews and other Staff requested details will be reviewed for each building and proposed amenity under the CZC process.
- The applicant shall submit a lighting plan with the first CZC application, and all subsequent submittals illustrating compliance with all City lighting requirements.
- The applicant shall meet all requirements for emergency access, water supply and vehicle turn-around from the Star Fire District. Should municipal water be required to meet fire flows, the applicant shall annex into the Star Sewer and Water District and comply with any District requirements.
- The applicant shall access to the north if, and when the property to the north were to redevelop, and direct access to the subject property is eliminated or limited to Hwy 16.

2.5 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.

2.6 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 Residential Property or portion thereof that has not been developed in accordance with this Agreement shall revert to an RR zoning designation. For a non-residential property, the zoning shall not revert. 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, does hereby consent to a reversion of the subject property to a RR zoning designation for residential 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 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: Trae & Johnna Buchert
5446 Hwy 16
Eagle, Idaho 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 parties have hereunto caused this Agreement to be executed on the day and year set forth below.

Dated this ____ day _____, 2023.

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

OWNER:

Trae Buchert

Johnna Buchert

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said state, personally appeared Trae and Johnna Buchert, known to me to be the Owner, who subscribed their names to the foregoing instrument, and acknowledged to me that they executed the same in said limited liability company's name.

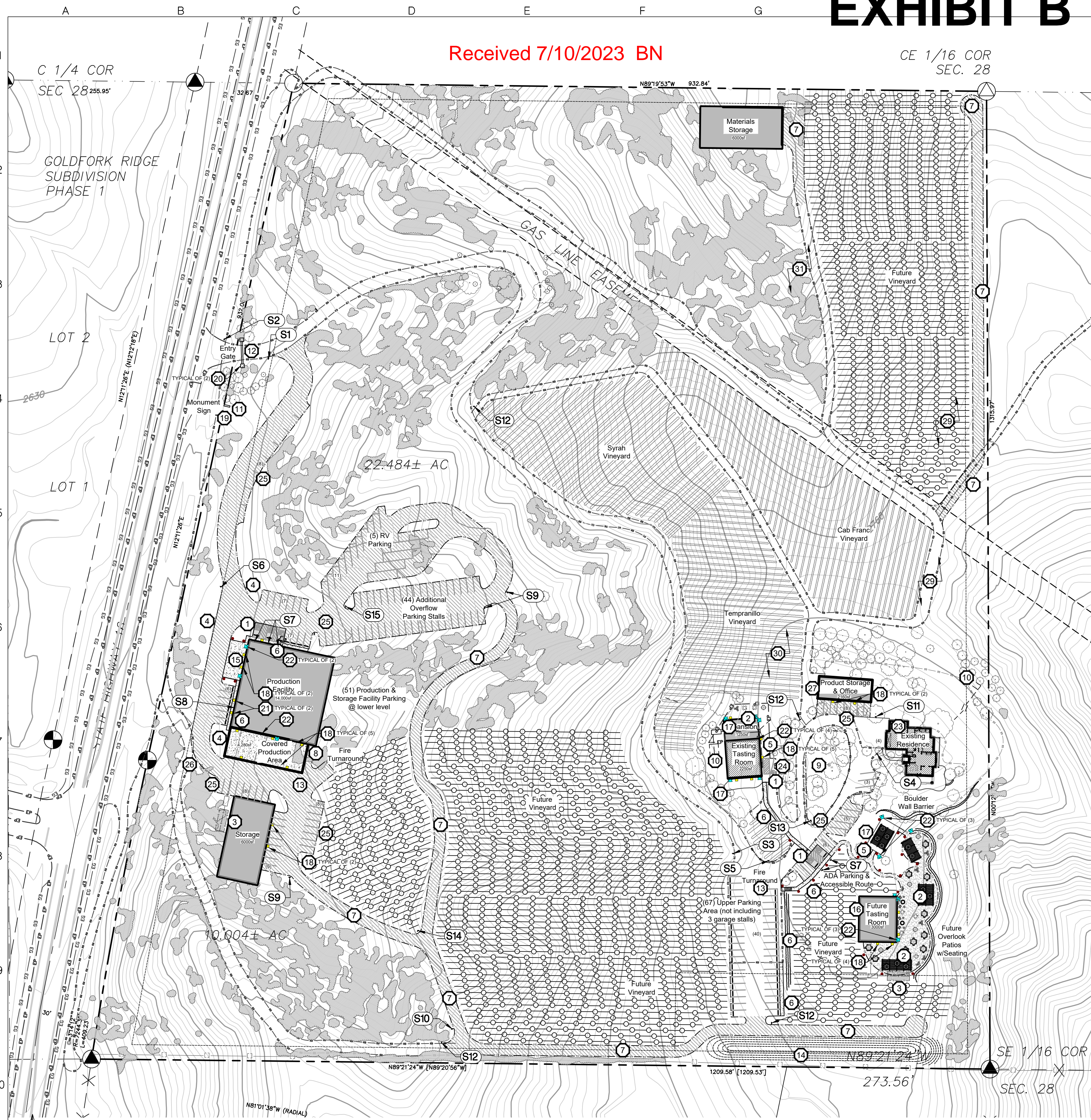
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires _____

EXHIBIT B

Received 7/10/2023 BN

CE 1/16 COR
SEC. 28



CALLOUT LEGEND

- | | |
|--|---|
| 1 STANDARD ADA PARKING STALLS ON PAINTABLE ACCESSIBLE SURFACE. | 17 EXISTING CONCRETE PATIO AREA. |
| 2 FUTURE OUTDOOR EVENT AND WINE TASTING SEATING FLEX SPACE. | 18 WALL LIGHT LOCATION @ 15' HEIGHT. |
| 3 APPROXIMATE SEPTIC FIELD LOCATION TO BE SIZED BY CIVIL. | 19 MONUMENT SIGN UP-LIGHTING @ 3' HEIGHT. |
| 4 APPROXIMATE STORM WATER RETENTION AREA TO BE SIZED BY CIVIL. | 20 ENTRY GATE UP-LIGHTING @ 3' HEIGHT. |
| 5 PEDESTRIAN PATHWAY. | 21 WALL SIGN LIGHTING @ 20' HEIGHT. |
| 6 CONCRETE / PAVED PEDESTRIAN PATHWAY. | 22 OUTDOOR SPEAKER LOCATION - NOT TO EXCEED NOISE ORDINANCE CODE. |
| 7 VINEYARD ACCESS / MAINTENANCE ROAD. | 23 RESIDENTIAL PARKING AREA. |
| 8 LOADING STALL. | 24 EXISTING ADA PARKING TO BE RELOCATED AFTER FUTURE TASTING ROOM CONSTRUCTION. |
| 9 EXISTING WELL LOCATION AND IRRIGATION BACKFLOW PREVENTOR. | 25 EXPANSION TO EXISTING PARKING AREA. |
| 10 EXISTING SEPTIC FIELD LOCATION. | 26 APPROXIMATE IDAHO POWER TRANSFORMER LOCATION. |
| 11 MONUMENT SIGN, SEE NARRATIVE. | 27 MOTORCYCLE AND UTV PARKING. |
| 12 LOG POLE CONSTRUCTION RANCH STYLE ENTRY GATE. | 28 BICYCLE PARKING FOR FOUR (4). |
| 13 HAMMERHEAD FIRE TURN AROUND. | 29 ALTERNATE TASTING ROOM LOCATION - 5000 SF WITH ADDITIONAL PARKING. |
| 14 LANDSCAPE BERM FOR LIGHT & NOISE BARRIER. | 30 ALTERNATE 4800 SF STORAGE FACILITY LOCATION. |
| 15 CONCRETE PATIO AREA. | 31 POTENTIAL FUTURE AMPITHEATER LOCATION. |
| 16 FUTURE TASTING ROOM. | |

SITE DEVELOPMENT FEATURES

- | | |
|---|--------------------|
| PROPERTY AREA | 34.602 ACRES TOTAL |
| ZONING | RR |
| SINGLE-FAMILY DETACHED | PERMITTED |
| VINEYARD | PERMITTED |
| BREW/PUB/WINE TASTING | ACCESSORY ALLOWED |
| WINERY USE | CONDITIONAL |
| EVENTS CENTER, PUBLIC OR PRIVATE, OUTDOOR | CONDITIONAL |
| (125' Setback from residential use, 10pm event termination with illumination till 11pm, 6' Berm and landscaping for all property lines abutting a residential district) | |
| OUTDOOR STORAGE USE | ACCESSORY ALLOWED |
| (6' Screen fence on three sides and landscaping) | |
| AGRICULTURAL / ACCESSORY STRUCTURE USE | ACCESSORY ALLOWED |
| (The accessory structure shall portray the architectural character of the principal permitted dwelling) | |
| AGRICULTURAL / ACCESSORY STRUCTURE (IN FRONT OF MAIN BUILDING) | CONDITIONAL |
| (The accessory structure shall portray the architectural character of the principal permitted dwelling) | |
| RV PARK | NOT PERMITTED |
| (CONDITIONAL USE REQUESTED FOR SHORT TERM STAYS) | |

- NOTE: ALL USES & BUILDINGS ARE TO BE PHASED AND HAVE NO SPECIFIC CONSTRUCTION ORDER OR TIMELINE.
- SETBACKS:
- FRONT: 30'
 - REAR: 30'
 - INTERIOR / STREET SIDE: 20'
 - HIGHWAY 16: 50' (PROVIDED)

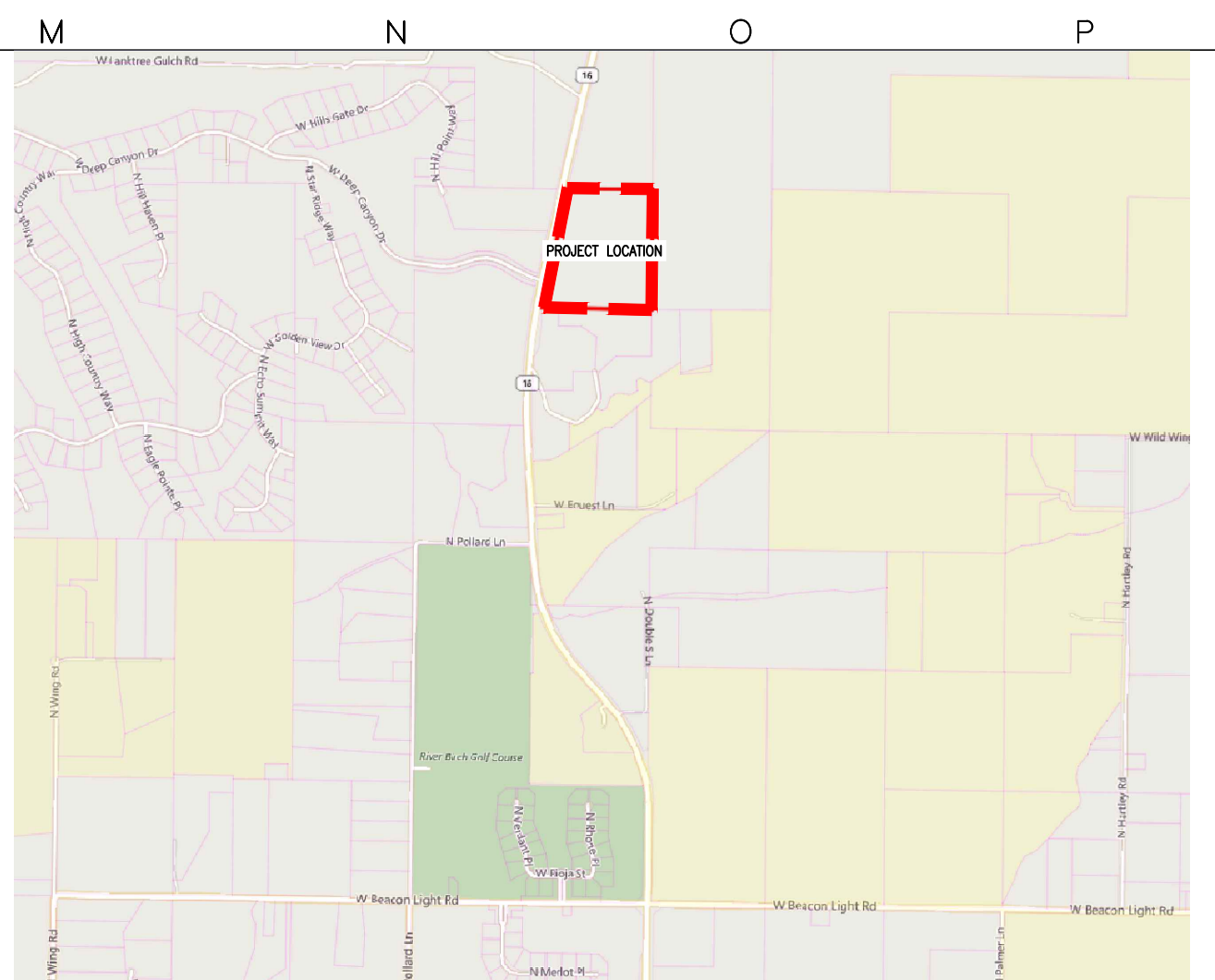
Wildland-urban Fire Interface:
50' Defensible space around all habitable structures.
5' Gravel shoulder on either side of drive travel lanes.
30' Private Road easement

PARKING REQUIREMENTS

- PARKING STANDARDS:
Dwelling, single-family attached or detached or additional dwelling:
2 per dwelling unit including 1 covered
REQUIRED = 2 PROVIDED = 4 + 3 covered (in garage)
Restaurants, dining rooms, taverns, nightclubs, etc.:
1 per 150 square feet of gross floor area (6500sf)
REQUIRED = 43 PROVIDED = 43
Outdoor "club" capacity:
1 per 4 seats (256)
REQUIRED = 64 PROVIDED = 64
Manufacturing, processing:
1 per 500 square feet of gross floor area + 1 per 300 square feet of Office (18280 / 160)
REQUIRED = 37 PROVIDED = 37
Storage (Building & Outdoor):
1 per 1,000 square feet of gross (floor / enclosed) area (14,000)
REQUIRED = 14 PROVIDED = 14
RV Lot:
1 per each trailer space (5)
REQUIRED = 5 PROVIDED = 5
- TOTAL PARKING REQUIRED = 165
TOTAL PARKING PROVIDED = 161 STANDARD + 6 ADA STALLS = 167 TOTAL (not including private residence)
- One 10' x 30' loading space required and provided at production facility.
- Bicycle parking 1 per 25 required spaces (99):
REQUIRED = 7 PROVIDED = 7
- NOTE: ALL PARKING TO BE PHASED IN WITH EACH ASSOCIATED DEVELOPMENT AS REQUIRED.

FIRE REQUIREMENTS

PER STAR FIRE DEPARTMENT COMMENTS, AN EARLY DETECTION SYSTEM WILL BE REQUIRED FOR ALL NEW BUILDINGS. NEW FIRE HYDRANTS ARE TO BE INSTALLED WHEN CITY WATER BECOMES AVAILABLE. EXISTING COMMERCIAL BUILDINGS ARE TO BE REVIEWED FOR ANY NECESSARY UPDATES TO ALARMS, FIRE EXTINGUISHER, AND EXIT SIGNS.



VICINITY MAP

MATERIAL LEGEND

- | | |
|--|--|
| | EXISTING TREES AND SHRUBS TO REMAIN |
| | CONCRETE WHEEL STOP |
| | EDGING, AS SPECIFIED |
| | EDGE OF EXISTING ROAD |
| | EDGE OF PAVEMENT |
| | EDGE OF GRAVEL (STABILIZED RAP) |
| | PROPERTY LINE |
| | SECTION LINE |
| | PROPOSED PROPERTY LINE |
| | BUILDING SETBACKS |
| | PROPOSED SEPTIC FIELD LOCATION |
| | SCORE JOINT (TYPICAL) |
| | EXPANSION JOINT (TYPICAL) |
| | ACCESSIBLE RAMP LOCATION WITH DETECTABLE WARNING SURFACE |
| | NEW CONCRETE FLATWORK |
| | SIGN LOCATION, SEE DETAIL |
| | SITE SIGNAGE IDENTIFICATION |
| | WALL SCONCE BUILDING LIGHTING |
| | LOW VOLTAGE PATHWAY LIGHTING |
| | OUTDOOR SPEAKERS FOR AMBIENT BACKGROUND MUSIC |

MATERIAL LEGEND

- | | |
|--|--------------------------------------|
| | STABILIZED RECYCLED ASPHALT |
| | CONCRETE FLATWORK |
| | ASPHALT PAVING |
| | PROPOSED BUILDING LOCATION |
| | EXISTING BUILDING LOCATION |
| | EXISTING NATIVE VEGETATION TO REMAIN |
| | EXISTING VINEYARDS |
| | PROPOSED VINEYARDS |
| | 3/4\"/> |
| | BOULDER RETAINING WALL |
| | SEPTIC DRAIN FIELD |

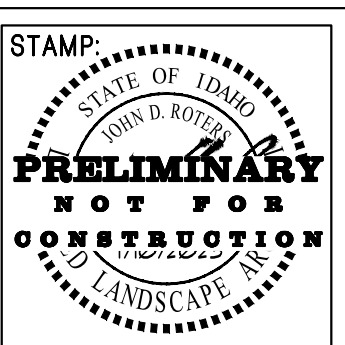
SIGNAGE LEGEND

- | | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |
| | | | |

OVERALL MASTER SITE PLAN, LIGHTING PLAN, AND SIGN PLAN

DUDE DEWALT CELLARS
A PARCEL OF LAND; #S0328427800 LOCATED IN THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4, EAST OF HIGHWAY 16 SECTION 28, T. 5N., R. 1W., BOISE MERIDIAN, ADA COUNTY IDAHO
NOVEMBER 2020

PER STAR FIRE DEPARTMENT COMMENTS, AN EARLY DETECTION SYSTEM WILL BE REQUIRED FOR ALL NEW BUILDINGS. NEW FIRE HYDRANTS ARE TO BE INSTALLED WHEN CITY WATER BECOMES AVAILABLE. EXISTING COMMERCIAL BUILDINGS ARE TO BE REVIEWED FOR ANY NECESSARY UPDATES TO ALARMS, FIRE EXTINGUISHER, AND EXIT SIGNS.



DATE: 7/10/2023

SOUTH BECK & BAIRD
South Landscape Architecture P.C.
2023 S. Vista Ave
Boise, ID 83705
208-342-2899 Office
208-342-2899 Cell
info@sbb.com
www.sbb.com

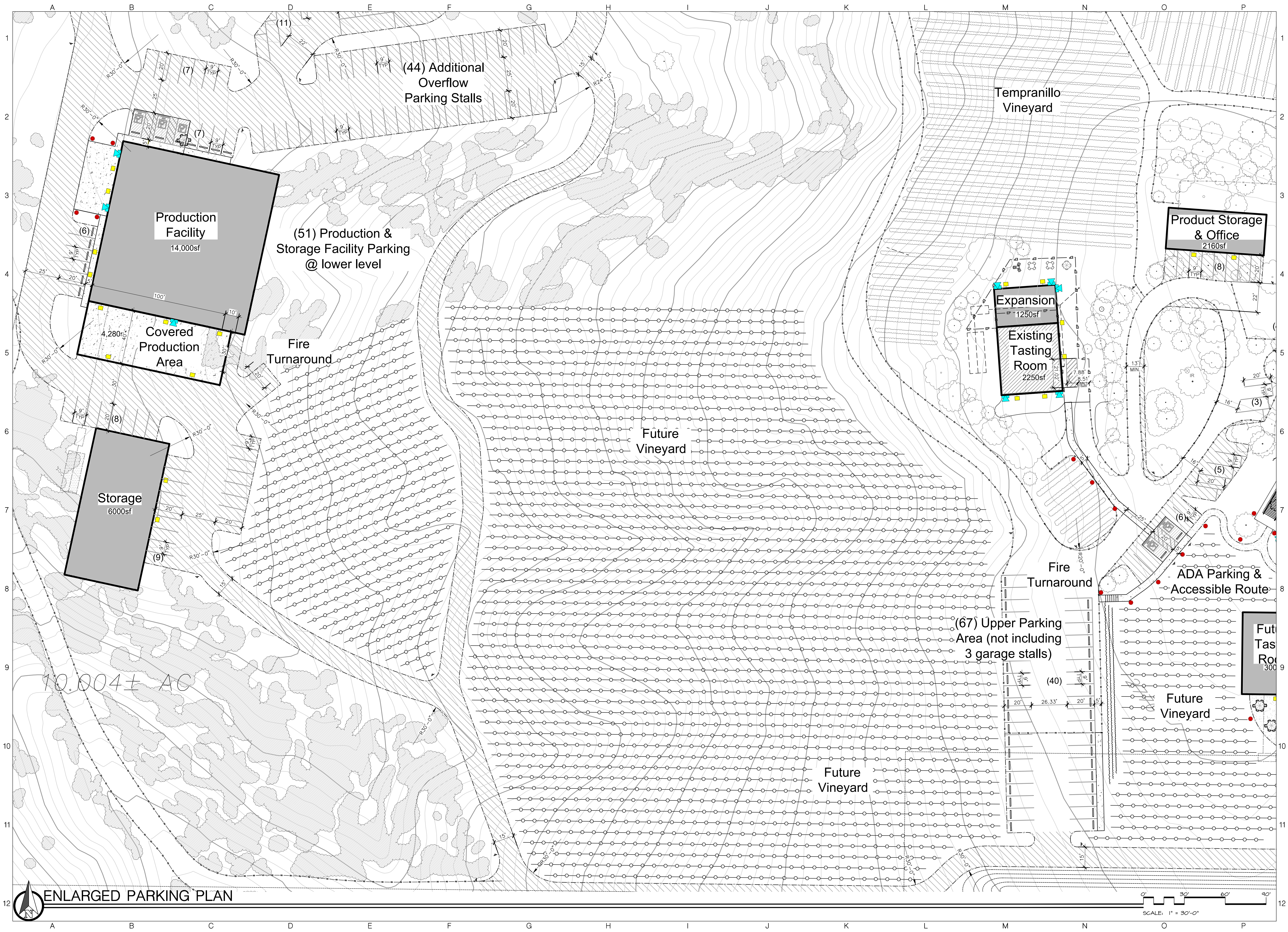
Copyright © 2023
All rights reserved. No portion of this document may be reproduced or transmitted in any form or by any means without written permission of South Beck & Baird, South Landscape Architecture P.C. or South Beck & Baird Landscape Architecture P.C. All rights reserved.

REVISIONS:		
No.	Date	Description

Overall Site Plan Dude DeWalt Cellars 5446 N. Hwy 16 Eagle, ID 83616

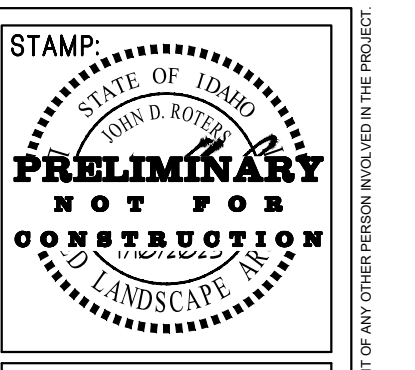
DRAWN BY: AUW
CHECKED BY: JDR
PROJECT NUMBER: 20-067

SHEET: MSP 1.0



ENLARGED PARKING PLAN

SCALE: 1" = 30'-0"



DATE: 7/10/2023

811
 2022 S. Vista Ave
 Boise, ID 83705
 208.342.2999 Office
 info@sbb.com
 www.sbb.com
SOUTH BECK & BAIRD
 South Landscape Architecture P.C.
 Dba South Beck & Baird Landscape Architecture P.C.

Copyright © 2023
 All rights reserved. Reproduction or any form or by any means without written permission of South Landscape Architecture P.C. or South Beck & Baird Landscape Architecture P.C. is prohibited and subject to criminal prosecution.

REVISIONS:

No.	Date	Description

Parking Layout Plan
Dude DeWalt Cellars
 5446 N. Hwy 16 Eagle, ID 83616

DRAWN BY: AUW

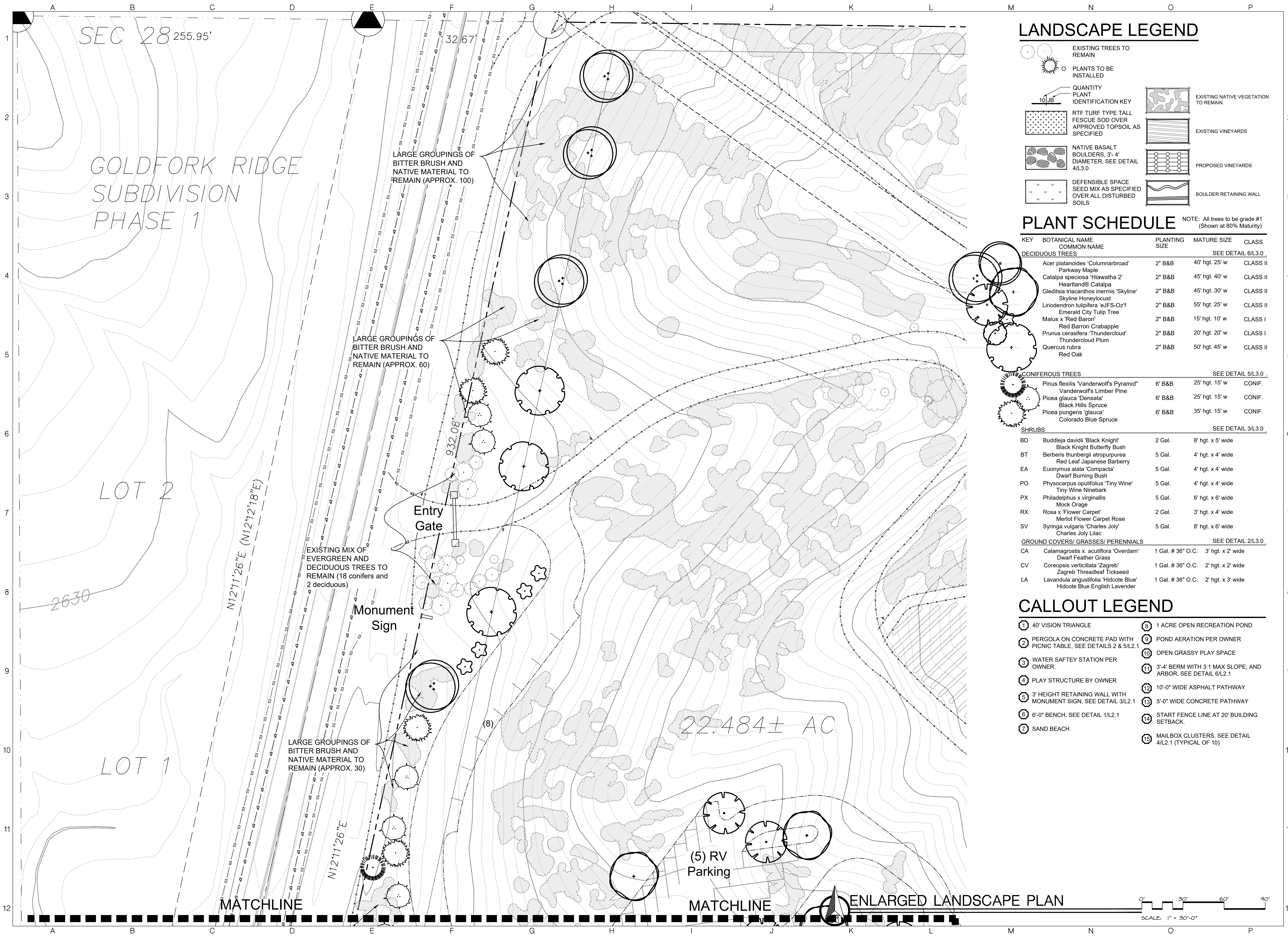
CHECKED BY: JDR

PROJECT NUMBER: 20-067

SHEET:

MSP 1.1

Master Site Plan



LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- QUANTITY PLANT IDENTIFICATION KEY
- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
- NATIVE BASALT BOULDERS, 3'-4" DIAMETER, SEE DETAIL 4/L3.0
- DEFENSIBLE SPACE SEED MIX AS SPECIFIED OVER ALL DISTURBED SOILS
- EXISTING NATIVE VEGETATION TO REMAIN
- EXISTING VINEYARDS
- PROPOSED VINEYARDS
- BOULDER RETAINING WALL

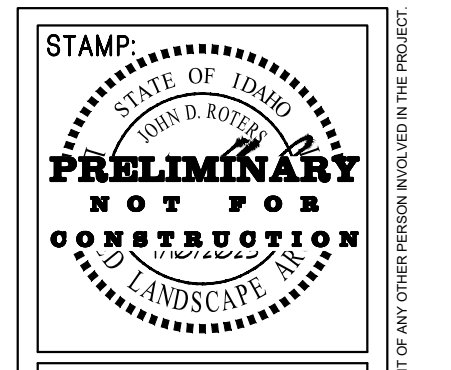
PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES SEE DETAIL 6/L3.0				
	Acer platanoides 'Columnarbrood'	2" B&B	40' hgt. 25' w	CLASS II
	Parkway Maple	2" B&B	45' hgt. 40' w	CLASS II
	Catalpa speciosa 'Hiawatha 2'	2" B&B	45' hgt. 30' w	CLASS II
	Hesleria Catalpa	2" B&B	55' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline'	2" B&B	15' hgt. 10' w	CLASS I
	Skyline Honeylocust	2" B&B	20' hgt. 20' w	CLASS I
	Liriodendron tulipifera 'eJFS-Oz'f	2" B&B	50' hgt. 45' w	CLASS II
	Emerald City Tulip Tree	2" B&B		
	Malus x 'Red Baron'	2" B&B		
	Red Barron Crabapple	2" B&B		
	Prunus cerasifera 'Thundercloud'	2" B&B		
	Thundercloud Plum	2" B&B		
	Quercus rubra	2" B&B		
	Red Oak	2" B&B		
CONIFEROUS TREES SEE DETAIL 5/L3.0				
	Pinus flexilis 'Vanderwolf's Pyramid'	6" B&B	25' hgt. 15' w	CONIF.
	Vanderwolf's Limber Pine	6" B&B	25' hgt. 15' w	CONIF.
	Picea glauca 'Densata'	6" B&B	35' hgt. 15' w	CONIF.
	Black Hills Spruce	6" B&B		
	Picea pungens 'glauca'	6" B&B		
	Colorado Blue Spruce	6" B&B		
SHRUBS SEE DETAIL 3/L3.0				
BD	Buddleja davidii 'Black Knight'	2 Gal.	8' hgt. x 5' wide	
	Black Knight Butterfly Bush			
BT	Berberis thunbergii atropurpurea	5 Gal.	4' hgt. x 4' wide	
	Red Leaf Japanese Barberry			
EA	Euonymus alata 'Compacta'	5 Gal.	4' hgt. x 4' wide	
	Dwarf Burning Bush			
PO	Physocarpus opulifolius 'Tiny Wine'	5 Gal.	4' hgt. x 4' wide	
	Tiny Wine Ninebark			
PX	Philadelphus x virginialis	5 Gal.	6' hgt. x 6' wide	
	Mock Orange			
RX	Rosa x 'Flower Carpet'	2 Gal.	3' hgt. x 4' wide	
	Merlot Flower Carpet Rose			
SV	Syringa vulgaris 'Charles Joly'	5 Gal.	8' hgt. x 6' wide	
	Charles Joly Lilac			
GROUND COVERS/ GRASSES/ PERENNIALS SEE DETAIL 2/L3.0				
CA	Calamagrostis x. acutiflora 'Overdam'	1 Gal. # 36" O.C.	3' hgt. x 2' wide	
	Dwarf Feather Grass			
CV	Coreopsis verticillata 'Zagreb'	1 Gal. # 36" O.C.	2' hgt. x 2' wide	
	Zagreb Threadleaf Tickseed			
LA	Lavandula angustifolia 'Hidcote Blue'	1 Gal. # 36" O.C.	2' hgt. x 3' wide	
	Hidcote Blue English Lavender			

CALLOUT LEGEND

- 1 40" VISION TRIANGLE
- 2 PERGOLA ON CONCRETE PAD WITH PICNIC TABLE, SEE DETAILS 2 & 5/L2.1
- 3 WATER SAFETY STATION PER OWNER.
- 4 PLAY STRUCTURE BY OWNER
- 5 3' HEIGHT RETAINING WALL WITH MONUMENT SIGN, SEE DETAIL 3/L2.1
- 6 6'-0" BENCH, SEE DETAIL 1/L2.1
- 7 SAND BEACH
- 8 1 ACRE OPEN RECREATION POND
- 9 POND AERATION PER OWNER
- 10 OPEN GRASSY PLAY SPACE
- 11 3'-4" BERM WITH 3:1 MAX SLOPE, AND ARBOR, SEE DETAIL 6/L2.1
- 12 10'-0" WIDE ASPHALT PATHWAY
- 13 5'-0" WIDE CONCRETE PATHWAY
- 14 START FENCE LINE AT 20' BUILDING SETBACK.
- 15 MAILBOX CLUSTERS, SEE DETAIL 4/L2.1 (TYPICAL OF 10)



DATE: 7/10/2023

811
 2023 S. Vista Ave
 Boise, ID 83705
 208.342.2995 Office
 208.342.2995 Cell
 info@sbbg.com
 www.sbbg.com

SOUTH BECK & BAIRD
 South Landscape Architecture P.C.
 Dba South Beck & Baird Landscape Architecture P.C.

Copyright © 2023

REVISIONS:

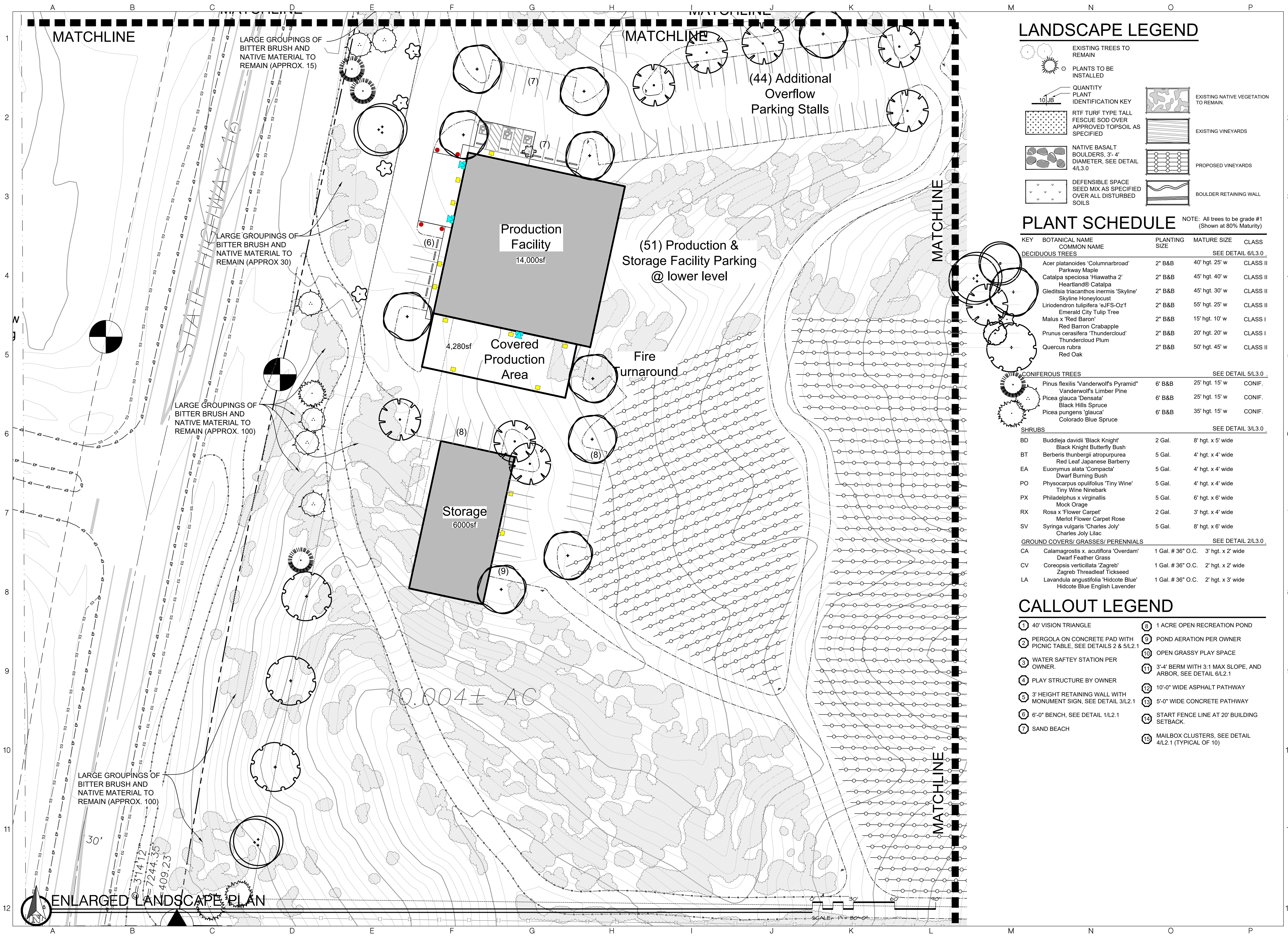
No.	Date	Description

Landscape Plan
Dude DeWalt Cellars
 5446 N. Hwy 16 Eagle, ID 83616

DRAWN BY: AUW
 CHECKED BY: JDR
 PROJECT NUMBER: 20-067
 SHEET:

MSP 2.1

Master Site Plan



LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- QUANTITY PLANT IDENTIFICATION KEY
RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
- NATIVE BASALT BOULDERS, 3'-4" DIAMETER, SEE DETAIL 4/L3.0
- DEFENSIBLE SPACE SEED MIX AS SPECIFIED OVER ALL DISTURBED SOILS
- EXISTING NATIVE VEGETATION TO REMAIN
- EXISTING VINEYARDS
- PROPOSED VINEYARDS
- BOULDER RETAINING WALL

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES SEE DETAIL 6/L3.0					
	<i>Acer platanoides</i>	'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	<i>Catalpa speciosa</i>	'Hiawatha 2'	2" B&B	45' hgt. 40' w	CLASS II
	<i>Hesperaloe parviflora</i>	'Skyline'	2" B&B	45' hgt. 30' w	CLASS II
	<i>Gleditsia triacanthos</i>	'eJFS-Oz'f	2" B&B	55' hgt. 25' w	CLASS II
	<i>Liriodendron tulipifera</i>	'Emerald City Tulip Tree'	2" B&B	15' hgt. 10' w	CLASS I
	<i>Malus x 'Red Baron'</i>	Red Barron Crabapple	2" B&B	20' hgt. 20' w	CLASS I
	<i>Prunus cerasifera</i>	'Thundercloud'	2" B&B	50' hgt. 45' w	CLASS II
	<i>Quercus rubra</i>	Red Oak			
CONIFEROUS TREES SEE DETAIL 5/L3.0					
	<i>Pinus flexilis</i>	'Vanderwolf's Pyramid'	6" B&B	25' hgt. 15' w	CONIF.
	<i>Vanderwolf's</i>	Limber Pine	6" B&B	25' hgt. 15' w	CONIF.
	<i>Picea glauca</i>	'Densata'	6" B&B	35' hgt. 15' w	CONIF.
	<i>Picea pungens</i>	'glauca'			
	<i>Colorado Blue Spruce</i>				
SHRUBS SEE DETAIL 3/L3.0					
BD	<i>Buddleja davidii</i>	'Black Knight'	2 Gal.	8' hgt. x 5' wide	
BT	<i>Berberis thunbergii</i>	Butterfly Bush	5 Gal.	4' hgt. x 4' wide	
EA	<i>Euonymus alata</i>	'Compacta'	5 Gal.	4' hgt. x 4' wide	
PO	<i>Physocarpus opulifolius</i>	'Tiny Wine'	5 Gal.	4' hgt. x 4' wide	
PX	<i>Philadelphus x virginialis</i>	Mock Orange	5 Gal.	6' hgt. x 6' wide	
RX	<i>Rosa x 'Flower Carpet'</i>	Merlot Flower Carpet Rose	2 Gal.	3' hgt. x 4' wide	
SV	<i>Syringa vulgaris</i>	'Charles Joly'	5 Gal.	8' hgt. x 6' wide	
GROUND COVERS/ GRASSES/ PERENNIALS SEE DETAIL 2/L3.0					
CA	<i>Calamagrostis x. acutiflora</i>	'Overdam'	1 Gal. # 36" O.C.	3' hgt. x 2' wide	
CV	<i>Coreopsis verticillata</i>	'Zagreb'	1 Gal. # 36" O.C.	2' hgt. x 2' wide	
LA	<i>Lavandula angustifolia</i>	'Hidcote Blue'	1 Gal. # 36" O.C.	2' hgt. x 3' wide	

CALLOUT LEGEND

- ① 40" VISION TRIANGLE
- ② PERGOLA ON CONCRETE PAD WITH PICNIC TABLE, SEE DETAILS 2 & 5/L2.1
- ③ WATER SAFETY STATION PER OWNER.
- ④ PLAY STRUCTURE BY OWNER
- ⑤ 3' HEIGHT RETAINING WALL WITH MONUMENT SIGN, SEE DETAIL 3/L2.1
- ⑥ 6'-0" BENCH, SEE DETAIL 1/L2.1
- ⑦ SAND BEACH
- ⑧ 1 ACRE OPEN RECREATION POND
- ⑨ POND AERATION PER OWNER
- ⑩ OPEN GRASSY PLAY SPACE
- ⑪ 3'-4" BERM WITH 3:1 MAX SLOPE, AND ARBOR, SEE DETAIL 6/L2.1
- ⑫ 10'-0" WIDE ASPHALT PATHWAY
- ⑬ 5'-0" WIDE CONCRETE PATHWAY
- ⑭ START FENCE LINE AT 20' BUILDING SETBACK.
- ⑮ MAILBOX CLUSTERS, SEE DETAIL 4/L2.1 (TYPICAL OF 10)

STAMP: PRELIMINARY NOT FOR CONSTRUCTION LANDSCAPE

DATE: 7/10/2023

811

2023 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
208.342.2999 Cell
www.southbeck.com
info@southbeck.com

SOUTH BECK & BAIRD
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

Copyright © 2023
All rights reserved. No reproduction or any part hereof by any means without written permission of South Landscape Architecture P.C., Dba South Beck & Baird Landscape Architecture P.C. All rights reserved and subject to original protection.

REVISIONS:

No.	Date	Description

Landscape Plan
Dude DeWalt Cellars
5446 N. Hwy 16 Eagle, ID 83616

DRAWN BY: AJW
CHECKED BY: JDR
PROJECT NUMBER: 20-067
SHEET: MSP 2.2

Master Site Plan

