

ORDINANCE NO. 387-2023
(GARNET 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 AT 22491 N. CAN ADA ROAD IN STAR, IDAHO (CANYON COUNTY PARCELS R340000000 & R34000010A1) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY CAROL A. STORKAN & JEFFREY D. STORKAN; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT AND PLANNED UNIT DEVELOPMENT (R-3-PUD-DA) OF APPROXIMATELY 37.58 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 April 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 Residential with a Development Agreement (R-3-PUD-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 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.

Section 3: 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-PUD-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 and Planned Unit Development (R-3-PUD-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 Canyon County, Idaho, and with the State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 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



IDAHO
SURVEY
GROUP

9955 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570
Fax: (208) 884-5399

**Oliver Estates Subdivision
City of Star Annexation
Boundary Description**

Project Number 21-304 September 30, 2022

A parcel of land situated in the southeast quarter of the northeast quarter of Section 12, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and being more particularly described as follows:

BEGINNING at the southeast corner of the southeast quarter of the northeast quarter (east quarter-section corner) of Section 12, Township 4 North, Range 2 West, Boise Meridian which bears $S00^{\circ}25'11''W$, 2644.76 feet from the northeast corner of Section 12:

Thence $S89^{\circ}33'39''W$, 1341.69 feet along the south line of the southeast quarter of the northeast quarter to the southwest corner thereof (center-east sixteenth-section corner);

Thence $N00^{\circ}21'43''E$, 1320.69 feet along the west line of southeast quarter of the northeast quarter to the northwest corner thereof (north-east sixteenth-section corner);

Thence $N89^{\circ}29'22''E$, 1077.05 feet along the north line of the southeast quarter of the northeast quarter to the east boundary of Parcel 1 of record of survey 200414595 and the west boundary of those parcels depicted on record of surveys 9906387 and 2007049781;

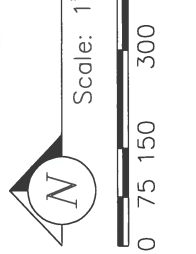
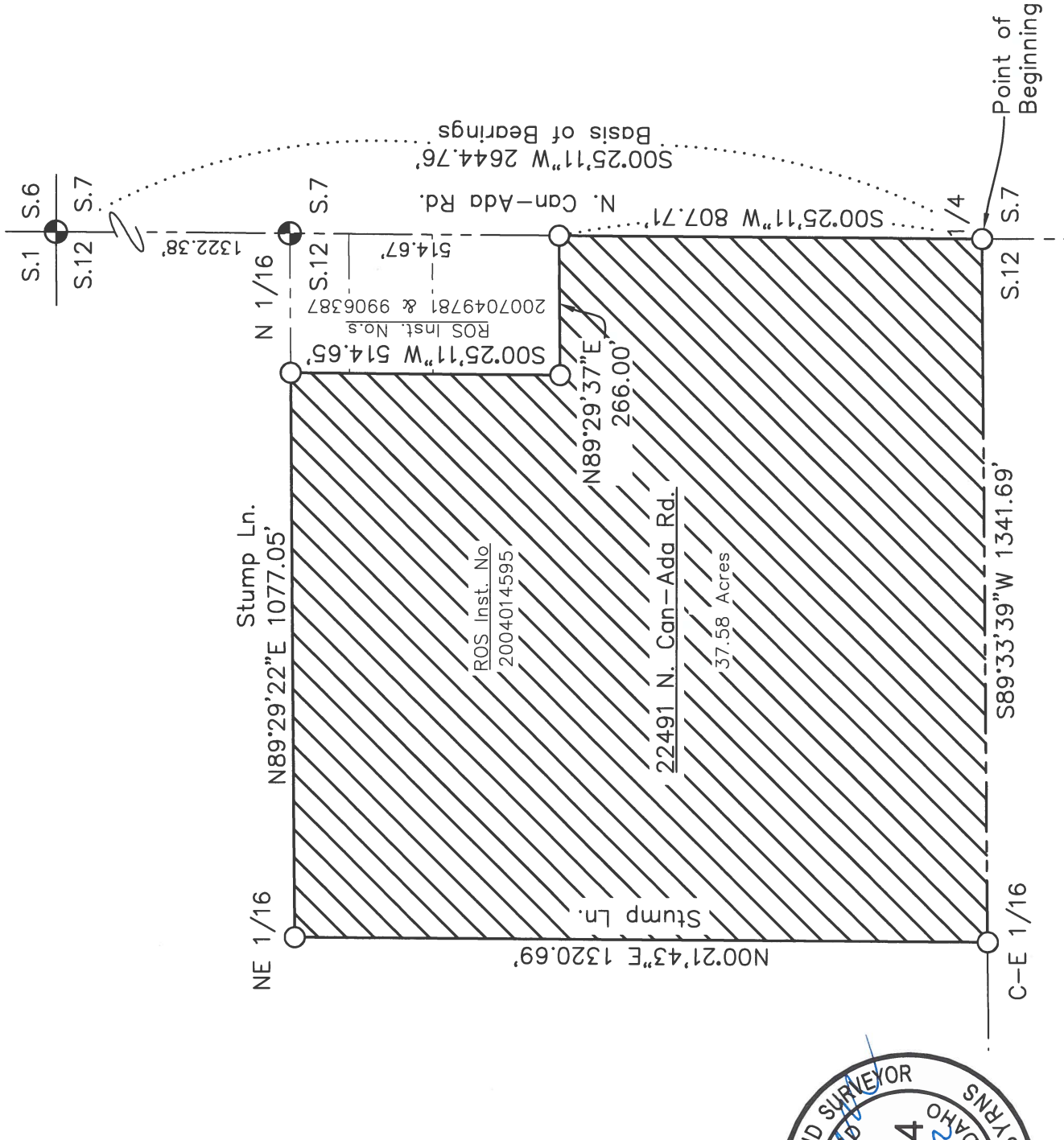
Thence $S00^{\circ}25'11''W$, 514.65 feet along the east boundary of Parcel 1 of record of survey 200414595 and the west boundary of those parcels depicted on record of surveys 9906387 and 2007049781 to the north boundary of Parcel 4 of record of survey 200414595;

Thence $N89^{\circ}29'37''E$, 266.00 feet along the north boundary of Parcel 4 of record of survey 200414595 to the east line of the southeast quarter of the northeast quarter;

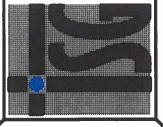
Thence $S00^{\circ}25'11''W$, 807.71 feet along the east line of the southeast quarter of the northeast quarter to the POINT OF BEGINNING.

The above-described parcel contains 37.58 acres, more or less.





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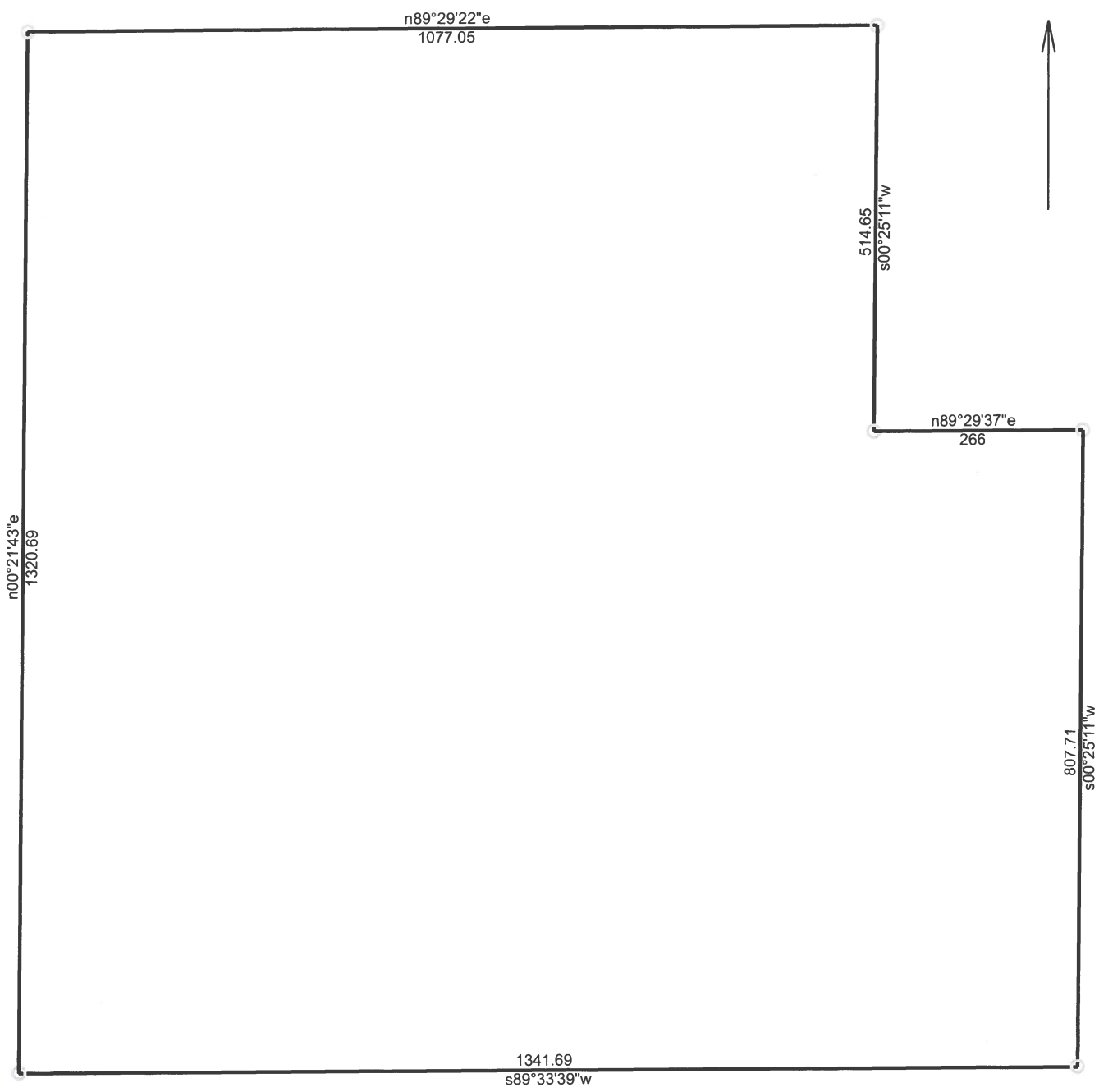
IDAHO SURVEY GROUP, LLC

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

Exhibit --- Drawing for
Oliver Estates Subdivision
City of Star Annexation

Situated in the SE1/4 of the NE1/4 of Section 12,
T.4N., R.2W., B.M., Canyon County, Idaho.

Job No. 21-304
Sheet No. 1
Dwg. Date 9/29/2022



Oliver Estates Annexation Closure

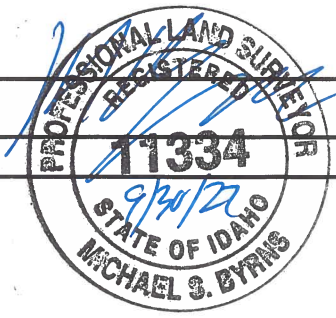
Scale: 1 inch= 200 feet

File:

9/30/2022

Tract 1: 37.5781 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5328 ft.

- 01 s89.3339w 1341.69
- 02 n00.2143e 1320.69
- 03 n89.2922e 1077.05
- 04 s00.2511w 514.65
- 05 n89.2937e 266
- 06 s00.2511w 807.71



**DEVELOPMENT AGREEMENT
OLIVER ESTATES 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 Carol A. Storkan, hereinafter referred to as "Owner".

WHEREAS, Owner owns parcels of land of approximately 37.58 acres in size, currently located within Canyon County, zoned AG, and more particularly described in **Exhibit A** of Ordinance 387-2023, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner requested that the Property be annexed into the City and be developed in accordance with the applicable ordinances and regulations of the City and this Agreement;

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, and Star City Code at Title 8, Chapter 1, has the authority to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate;

WHEREAS, the City has authority to enter into development agreements to condition annexations and re-zones;

WHEREAS, Owner desires to be assured that it may proceed with allowing its Property to be 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 R-3-PUD-DA, a Planned Unit Development and a preliminary plat was made as File No. AZ-22-01/DA-22-01/PUD-22-01/PP-22-01, 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 37.58 acres as follows:

- Zoning Classification: The zoning classification of the Property shall be an R-3-PUD-DA.
- The Owner shall comply with all city ordinances relating to the Property except as otherwise provided herein.

2.2 Site Design. The Property shall be developed in substantial conformance with the approved preliminary plat, dated 4/5/22, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**.

2.3 Uses.

- **Residential** – The Property is hereby approved for a maximum of 92 residential lots. Lots 2 & 3, Block 1 and Lots 13 & 14, Block 4 of the approved Preliminary Plat have the option of being residential or non-residential. Single-Family Dwellings consistent with the building elevations illustrated in **Exhibit C** shall be constructed on all residential lots.
- **Commercial** – The property is hereby approved for non-residential uses on specific lots. Lot 15, Block 4 is hereby approved as a non-residential use only. Lot 15 may remain as residential for the current residence. Lots 2 & 3, Block 1 and Lots 13 & 14, Block 4 of the approved Preliminary Plat have the option of being residential or non-residential. Uses on the non-residential lots are as follows:
 - Allowed uses (principally permitted): Artist Studio; Barbershop/Styling Salon; Financial Institutions w/out drive-through; Healthcare; Library; Medical Clinic; Personal and Professional Services; Pharmacy; Photographic Studio; Professional Offices; Parks, Public and Private.
 - Uses Allowed only as Conditional Uses: Arts, Entertainment, Recreation Facility; Bakery-Retail or Manufacturing; 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;
 - Prohibited Uses in this Development (not already listed as

prohibited in the Code): Animal Care Facility; Bar/Tavern/Lounge/Drinking Establishment; Brewpub/Wine Tasting; Building Material, Garden Equipment and Supplies; Civic, Social or Fraternal Organizations; Conference/Convention Center; Convenience Store; Educational Institution, Public; Farmers or Saturday Market; Fireworks Stand; Flex Space; Gasoline, Fueling & Charging Station with or without Convenience Store; Golf Course/Driving Range; Government Office; Hospital; Laboratory; Laboratory, Medical; Laundromat; Laundry and Dry Cleaning; Nursery, Garden Center and Farm Supply; Nursing or Residential Care Facility; Office Security Facility; Parking Lot/Parking Garage-Commercial; Pawnshop; Portable Classroom/Modular Building; Public Infrastructure; Public Utility major, minor and yard; Research Activities; Restaurant; Retirement Home; Swimming Pool, Commercial/Public; Vehicle Emissions Testing; Warehouse and Storage; Wireless Communication Facility.

2.4 **Setbacks.** The development shall comply with the standard setbacks for the R-3 & L-O zones as follows:

Single-family Detached Setbacks:

Max. Height	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Interior Side Setback	Min. Street Side Setback
35'	15' to Living Area/Side Load Garage. 20' to Garage Face	15'	7.5'	20'

Limited Office (L-O) Setbacks:

Max. Height	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Interior Side Setback	Min. Street Side Setback
35'	20'	10'	0'	20'

Notes:

1. Front yard setback shall be measured from the face of the garage to the face of the sidewalk, allowing for 20' of parking on the driveway without overhang onto the sidewalk.

3. All setbacks in the CBD, C-1, C-2, LO, IL, PS, RC and M-U zone shall maintain a minimum 15' when adjacent to a residential use or zone.

2.5 Additional Requirements:

- Lots 4-8, 23-28 and 48-50, Block 1 of the approved Preliminary Plat shall be limited to single-story homes.
- The Right to Farm Act shall be included as a note on the final plat.
- Any pond amenities with standing water shall provide life safety rings and aeration.
- Applicant shall work with CHD4 to provide potential center left turn lane on Can Ada Road. CHD4 shall provide a letter to the City regarding the lane.
- The Applicant shall work with the southern neighbor (Hatfield) to come up with a reasonable plan for fencing and the irrigation pipe along the southern boundary of the subdivision.
- The Applicant shall provide internal split-rail fencing adjacent to common areas within the development.
- The Applicant shall be responsible for mitigation fees for the future signal light as Can Ada Road and W. State Street as determined by CHD4.
- The subdivision shall be responsible for maintaining historic drainage on the property and as it relates to adjacent properties.
- The Council has approved non-residential uses per Staff recommended uses (omitting Social Services as an allowed use).
- Where necessary, livestock rated fencing shall be used along the perimeter of the development adjacent to existing agricultural uses.
- Any pond amenities with standing water shall provide life safety rings and aeration.
- Applicant shall work with CHD4 to provide potential center left turn lane on Can Ada Road. CHD4 shall provide a letter to the City regarding the lane.
- The Applicant shall be responsible for mitigation fees for the future signal light as Can Ada Road and W. State Street as determined by CHD4. This fee shall be paid to the City prior to signature of the final plat.
- The subdivision shall be responsible for maintaining historic drainage on the property and as it relates to adjacent properties.
- Historic drainage shall be maintained at all times on the property and for adjacent properties.

2.6 Proportionate Share Agreement for ITD Improvements. Developer has agreed to participate in the costs of construction or improvements to the portions of the State Highway System within the City of Star and/or City of Star Area of City Impact. The Developer will pay the \$92,000.00 traffic mitigation fee determined, or revised, 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.

2.7 Changes and Modifications. No change in the use or restrictions specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Star City Ordinances. In the event Owner changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, Owners shall be in default of this Agreement.

2.8 Conditions, Bonding for Completion. All of the conditions set forth herein shall be complied with or shall be bonded for completion by Owner before an Occupancy permit will be granted. Failure to comply with the Star City Ordinances or the terms of this Agreement shall result in a default of this Agreement by Owner. Owner may be allowed to bond for certain conditions at one hundred and fifty percent (150%) of the estimated cost of completion pursuant to Star City Ordinances.

2.9 Timeframe for Recordation of Final Plat. Developer shall record the final plat(s) with the office of the Canyon County Recorder within the timeframes specified within the Unified Development Code Subdivision Ordinance.

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 neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

7.3 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Agreement. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Canyon 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: Carol A. Storkan
2272 N. Can Ada Road
Star, Idaho 83669

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:

Jeffrey D. Storkan

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 _____, known to me to be _____, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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

Notary Public for Idaho
Residing at _____
My Commission expires _____

OWNER:

Carol A. Storkan

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 Carol A. Storkan, known to me to be the person who subscribed her name to the foregoing instrument, and acknowledged to me that she executed the same.

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

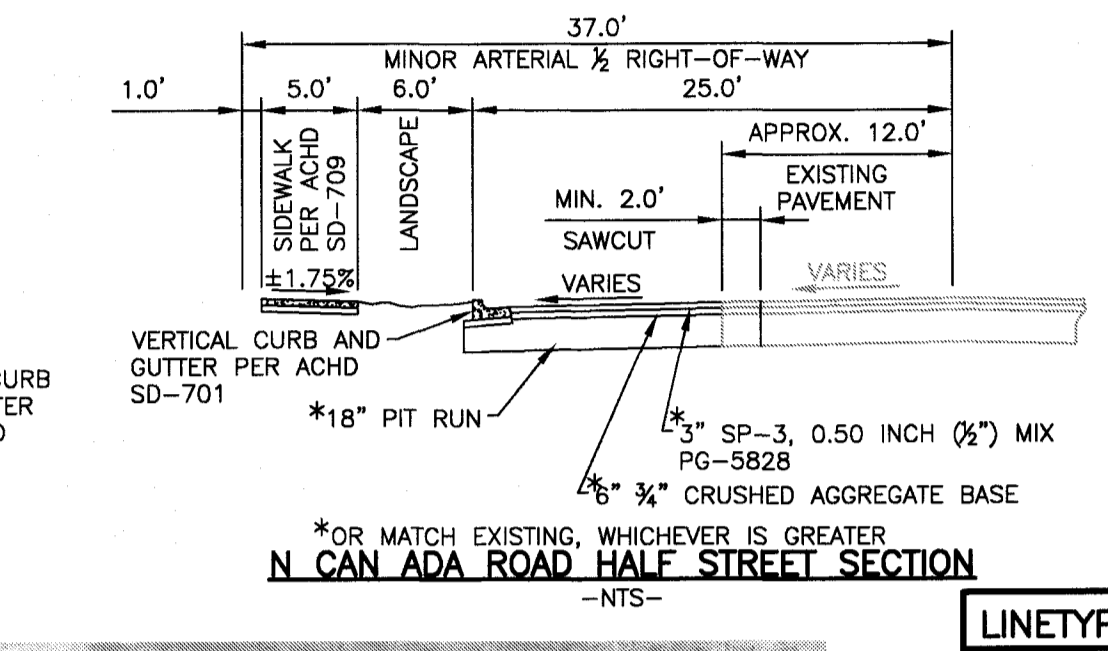
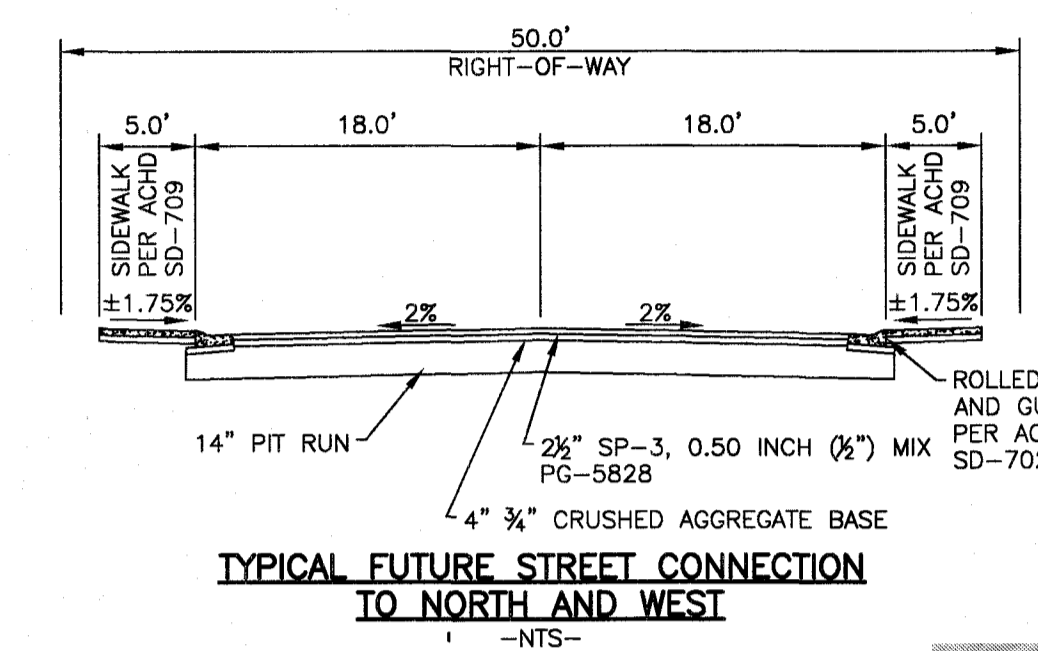
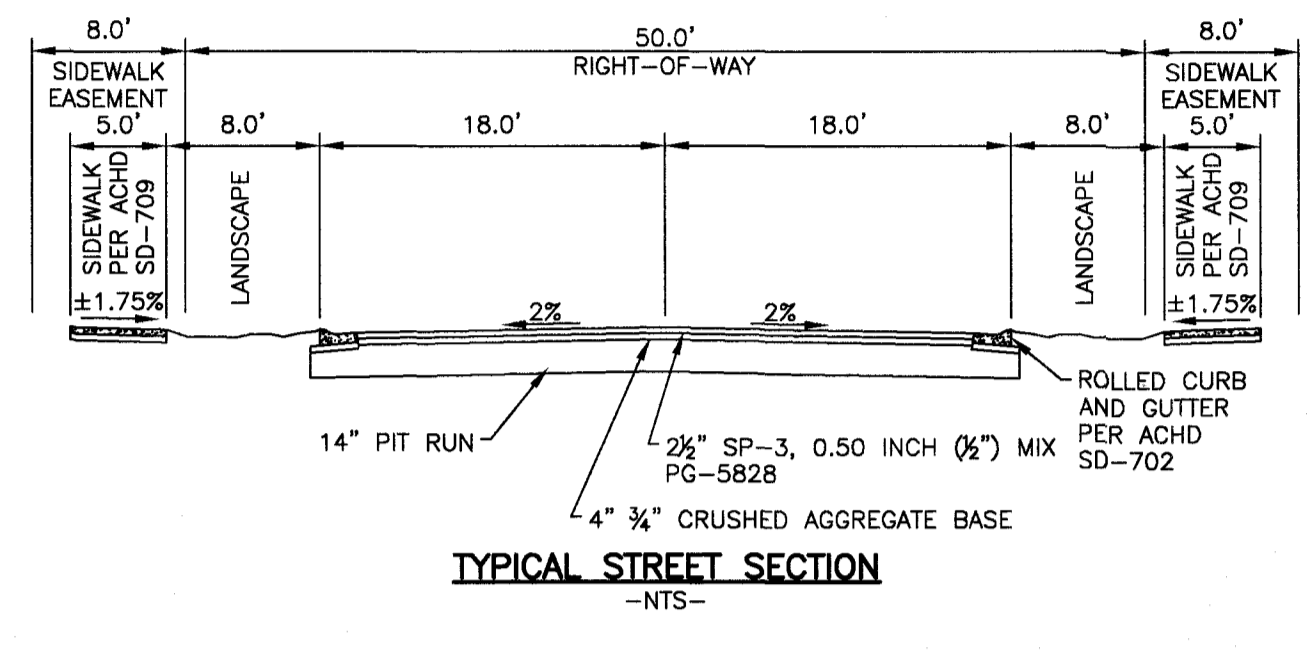
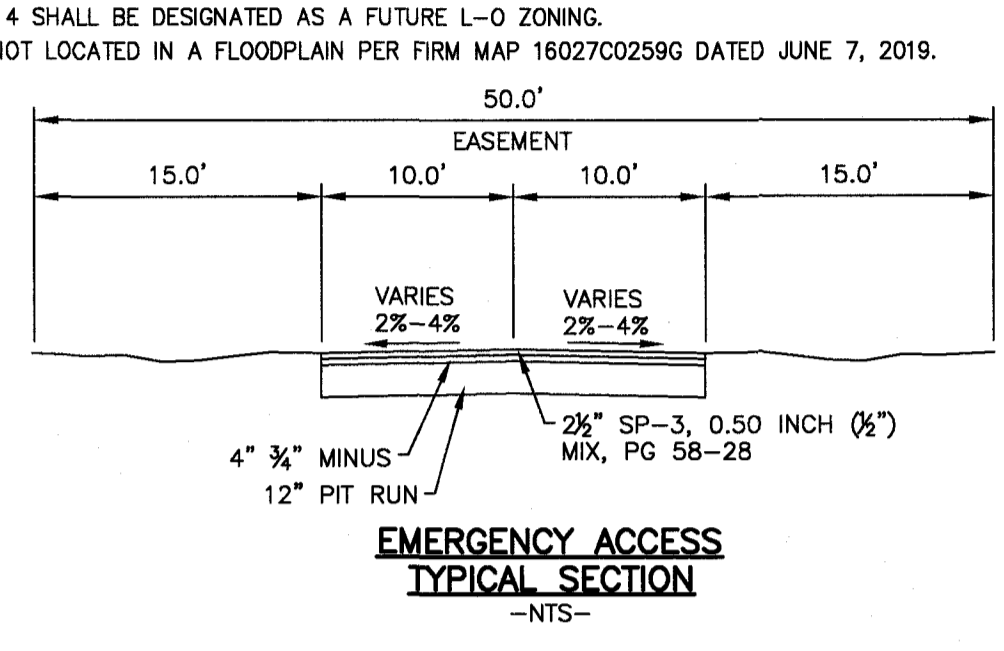
Notary Public for Idaho
Residing at _____
My Commission expires _____

OLIVER ESTATES SUBDIVISION (PLANNED UNIT DEVELOPMENT) PRELIMINARY PLAT

T.4N, R.2W, SEC. 12, BOISE MERIDIAN STAR, CANYON COUNTY, IDAHO

EXHIBIT B

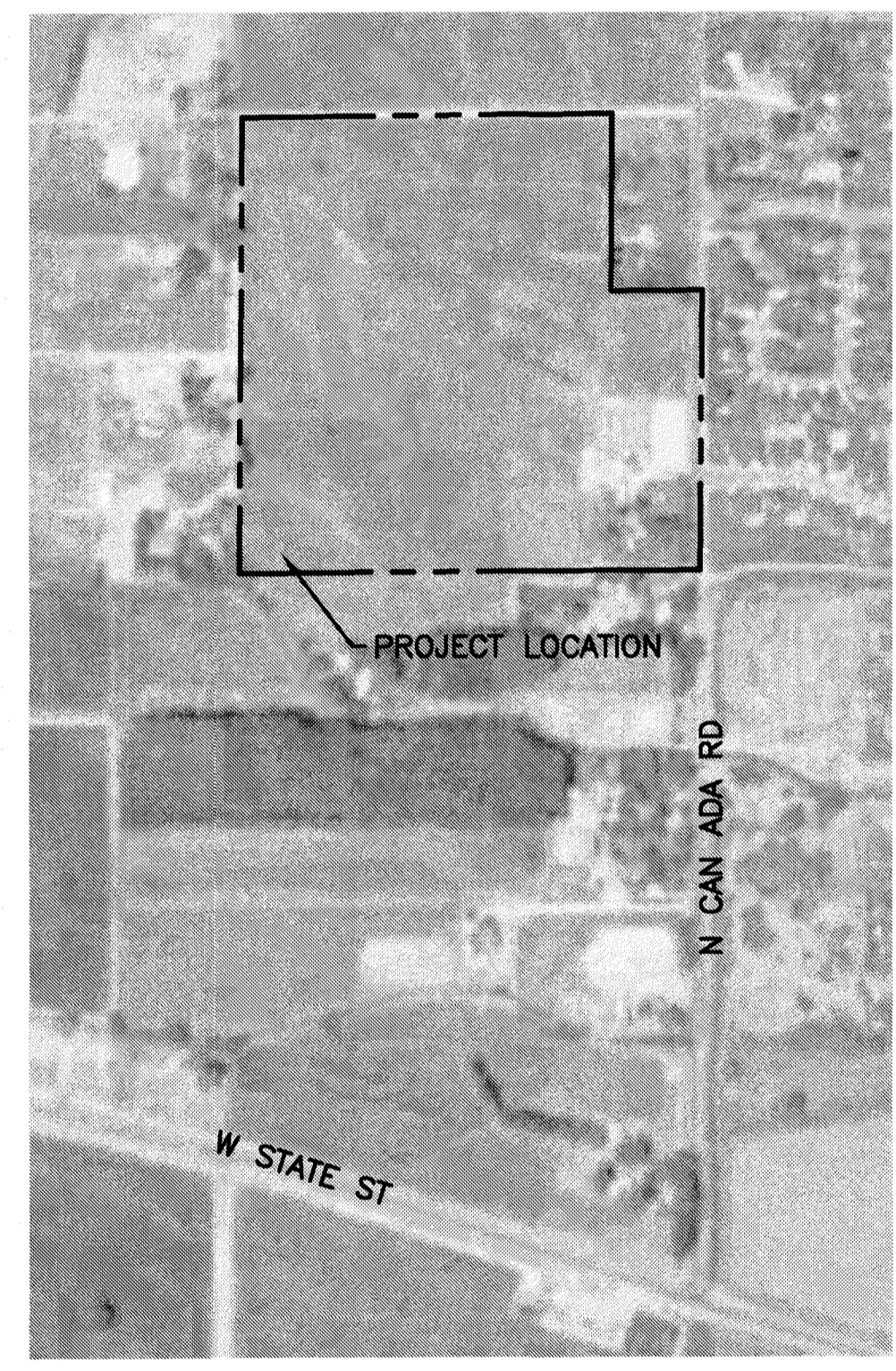
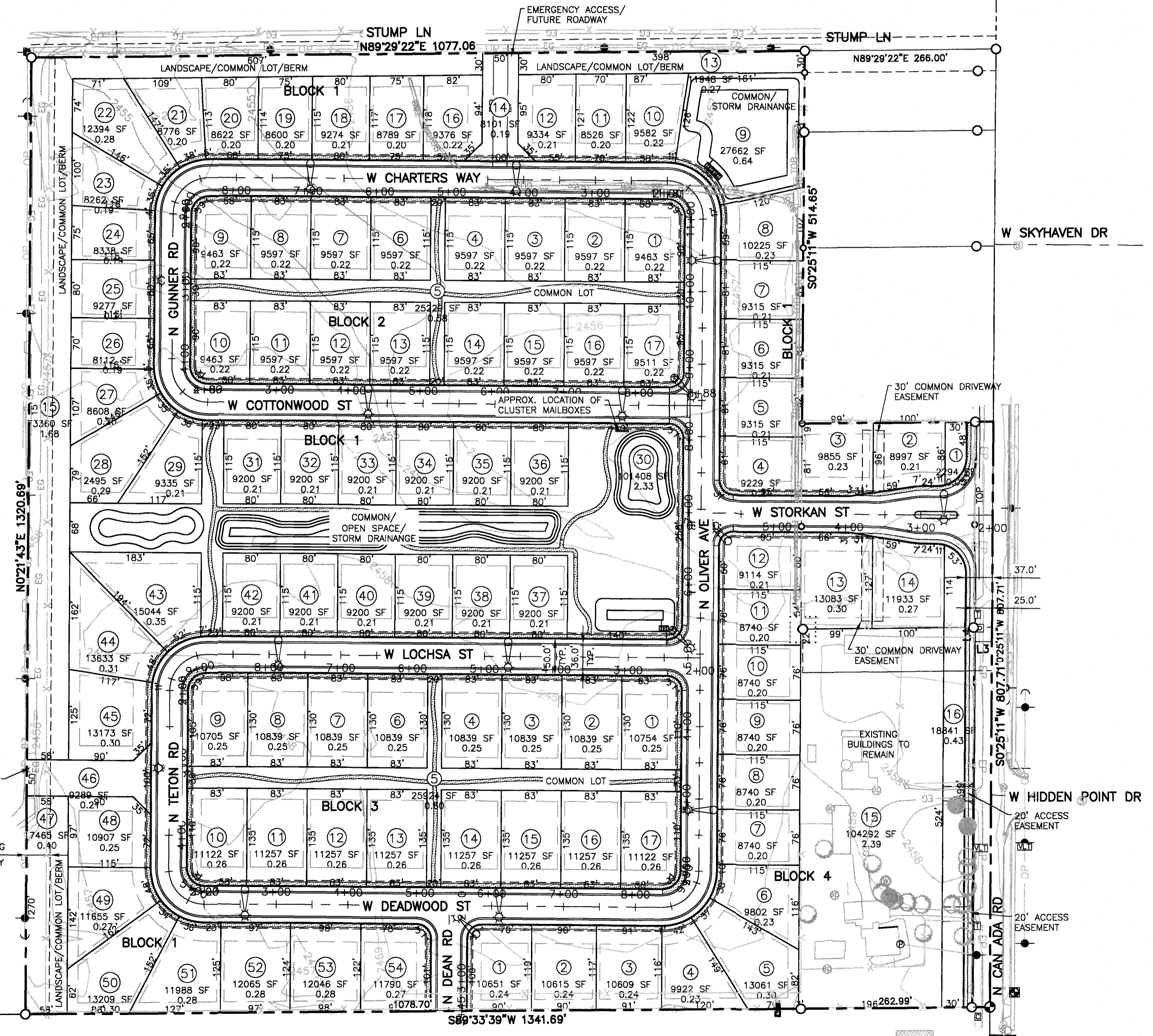
- NOTES:**
- CURRENT ZONING IS COUNTY, AGRICULTURAL.
 - PROPOSED ZONING IS R-3 PUD.
 - SANITARY SEWER LIFT STATION WILL BE INSTALLED NEAR THE NORTHEAST CORNER OF THE PROPERTY AND WILL INTERCONNECT WITH CENTRAL SEWER BY STAR SEWER AND WATER IN THE FUTURE.
 - THE WATER SYSTEM WILL INTERCONNECT WITH THE CENTRAL WATER MAIN BY STAR SEWER AND WATER IN N CAN ADA RD.
 - ALL LOTS WITHIN THIS SUBDIVISION SHALL BE SERVED WITH A NEW PRESSURE IRRIGATION STRUCTURE.
 - ALL LOTS HAVE A 5 FOOT UTILITY EASEMENT ON THE SIDES, A 10 FOOT UTILITY EASEMENT ON REAR LOT LINES, AND A 10 FOOT UTILITY EASEMENT IN THE FRONT.
 - LOTS 1, 9, 13, 15, 30, AND 47 BLOCK 1, LOT 5 BLOCK 2, LOT 5 BLOCK 3, AND LOT 16 BLOCK 4 WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).
 - LOTS 14 AND 46 BLOCK 1 ARE DESIGNATED AS FUTURE RIGHT-OF-WAY LOTS.
 - ALL STORM DRAINAGE FACILITIES SHALL BE OWNED AND MAINTAINED BY THE HOA.
 - LOTS 4-8, 23-28, AND 48-50 BLOCK 1 SHALL BE RESTRICTED TO SINGLE STORY HOMES.
 - LOTS 2-3 BLOCK 1 AND 13-14 BLOCK 4 SHALL BE ZONED L-O.
 - LOT 15 BLOCK 4 SHALL BE DESIGNATED AS A FUTURE L-O ZONING.
 - PROPERTY IS NOT LOCATED IN A FLOODPLAIN PER FIRM MAP 16027C0259G DATED JUNE 7, 2019.



DEVELOPMENT DATA	
ANNEXATION: REQUIRED	
PROPOSED ZONING: R-3 PUD	
CURRENT ZONING: AG (AGRICULTURAL, CANYON COUNTY)	
TOTAL AREA: 37.58 AC	
TOTAL LOTS: 104	
RESIDENTIAL LOTS: 92	
LIMITED OFFICE (L-O): 1 (EXISTING DWELLING LOT)	
EXISTING DWELLING: 1 (FUTURE L-O)	
RIGHT OF WAY AREA: 6.41 AC	
MINIMUM LOT SIZE: 8,112 SQFT.	
GROSS DENSITY DWELLINGS/ACRE: 2.47 DU/AC (930U/37.58AC)	
NET DENSITY DWELLINGS/ACRE: 3.69/AC (930U/25.15AC)	
AVERAGE BUILDABLE LOT AREA: 10,103 SQFT.	
REQUIRED OPEN SPACE: 245,535 SQFT. = 5.637AC (15.00%)	
OPEN SPACE SHOWN: 262,195 SQFT. = 6.019AC (16.02%)	
REQUIRED QUALIFIED OPEN SPACE: 163,690 SQFT. = 3.757AC (10.00%)	
QUALIFIED OPEN SPACE SHOWN: 173,695 SQFT. = 3.987AC (10.61%)	

LEAVITT & ASSOCIATES, INC.
ENGINEERS, INC.
STRUCTURAL * CIVIL SURVEYING

1924 FIRST STREET SOUTH
PHONE (208)463-0333/463-7670
FAX (208)463-9040
EMAIL NP@LEAVITTEENGINEERS.COM



LINETYPES:	SYMBOLS:
EXISTING CURB & GUTTER	EXISTING SANITARY SEWER MANHOLE
CONSTRUCT CURB & GUTTER	INSTALL SANITARY SEWER MANHOLE
EXISTING SANITARY SEWER	EXISTING GRAVITY IRRIGATION MANHOLE
INSTALL SANITARY SEWER MAIN	INSTALL GRAVITY IRRIGATION MANHOLE
INSTALL SEWER SERVICE	EXISTING STORM DRAIN MANHOLE
EXISTING STORM DRAIN	INSTALL STORM DRAIN MANHOLE
INSTALL STORM DRAIN MAIN	EXISTING VALVE
EXISTING WATER MAIN	INSTALL WATER VALVE
INSTALL WATER MAIN	INSTALL IRRIGATION VALVE
APPROXIMATE JOINT TRENCH	EXISTING WATER METER
EXISTING PRESSURE IRR.	INSTALL WATER METER
INSTALL PRESSURE IRR. MAIN	EXISTING BLOW-OFF VALVE
EXISTING GRAVITY IRRIGATION	INSTALL BLOW-OFF VALVE
INSTALL GRAVITY IRR. MAIN	EXISTING FIRE HYDRANT
LOT LINE	INSTALL FIRE HYDRANT
BOUNDARY/PHASE LINE	STORM WATER FLOW
CENTER LINE	INSTALL STREET LIGHT PER CITY STD
EASEMENT LINE	EXISTING IRRIGATION PUMP-OUT
EXISTING CONTOUR	INSTALL IRRIGATION PUMP-OUT
2547	EXISTING CATCH BASIN INLET
2550	CONSTRUCT CATCH BASIN INLET
EP	CONSTRUCT PEDESTAL RAMP
OP	EXISTING OVERHEAD POWER
FO	EXISTING FIBER OPTICS
T	EXISTING TELEPHONE
C	EXISTING GAS LINE
UP	INSTALL UNDERGROUND POWER
TOB	TOP OF BANK
TOP	TOP OF SLOPE
TOE	TOE OF SLOPE
EP	EDGE OF PAVEMENT
EG	EDGE OF GRAVEL
SC	SAW CUT LINE
	SWALE FLOW LINE

ABBREVIATIONS:			
BRG	BEARING	NF	NEAR FACE
CL	CENTER LINE	OP	OVERHEAD POWER
CLR	CLEAR	OPP.	OPPOSITE
EG	EDGE OF GRAVEL	P/L	PROPERTY LINE
EL	ELEVATION	PC	POINT OF CURVE
EP	EDGE OF PAVEMENT	PI	PRESSURE IRRIGATION
FF	FINISHED FLOOR	PT	POINT OF TANGENT
FG	FINISHED GRADE	RT	RIGHT
FL	FLOW LINE	S	SANITARY SEWER
FS	FINISHED SURFACE	SD	STORM DRAIN
G.B.	GRADE BREAK	STA.	STATION
IRR	GRAVITY IRRIGATION	TBC	TOP BACK CURB
INV.	INVERT	TEL	TELEPHONE UTILITY
LT	LEFT	TP.	TYPICAL
ME	MATCH EXISTING	W	WATER
MJ	MECHANICAL JOINT		
BVCS	BEGIN VERTICAL CURVE STATION	EVCS	END VERTICAL CURVE STATION
BVCE	BEGIN VERTICAL CURVE ELEVATION	EVCE	END VERTICAL CURVE ELEVATION

OLIVER ESTATES SUBDIVISION PRELIMINARY PLAT

Original Date: 01/07/22
Job Number: SD1001.001
Drawn by: PDL
Checked by: PDL
Designed by: PDL

OLIVER ESTATES SUBDIVISION STAR, IDAHO

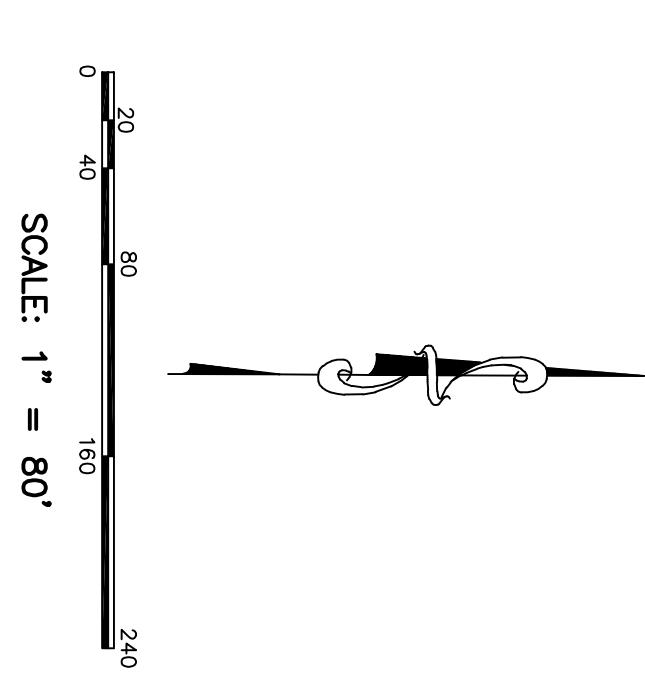
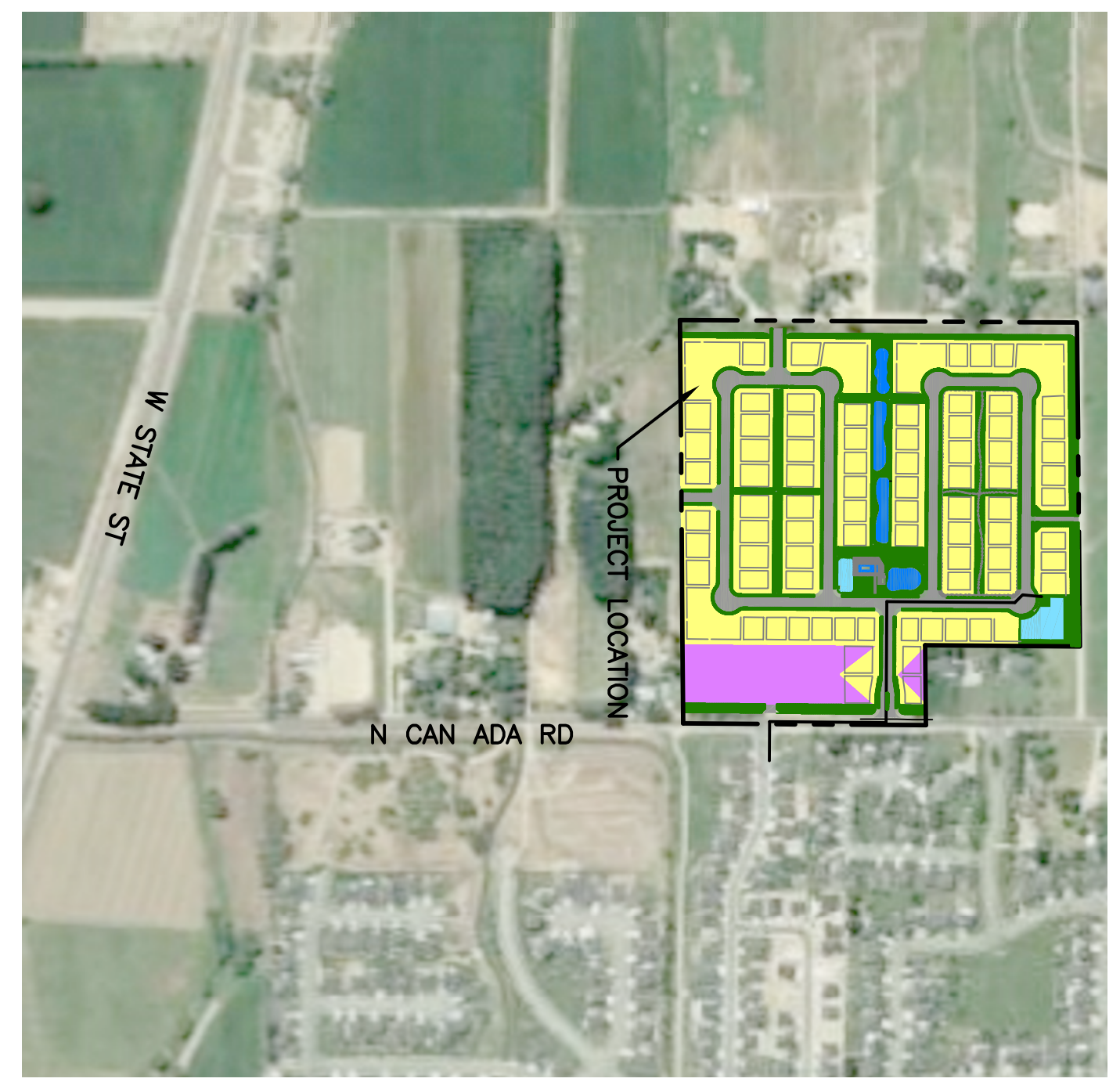
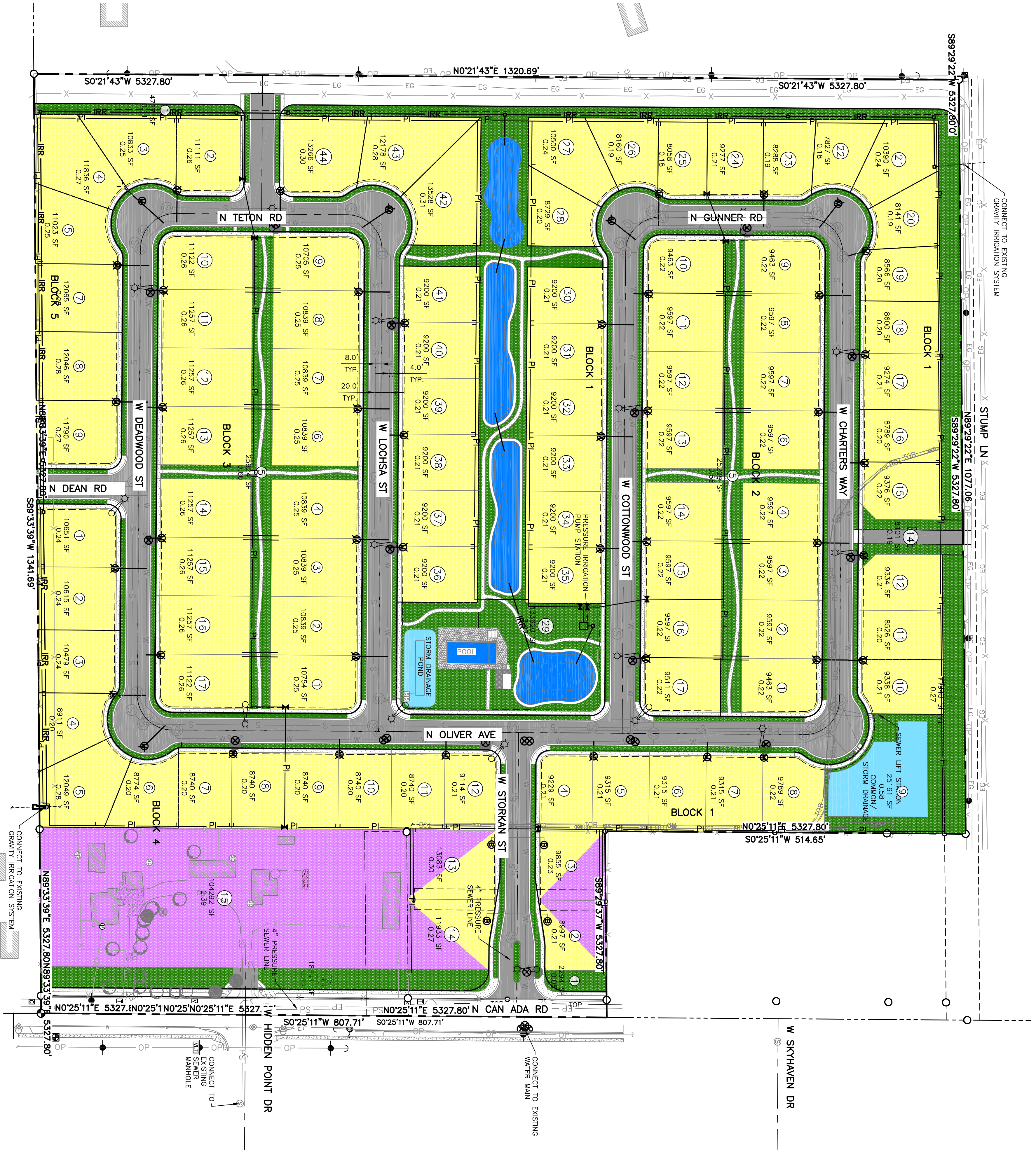
OWNER/DEVELOPER:
ALTECCA CONSTRUCTION
503 S. THORNWOOD WAY
MERIDIAN, ID 83642
PHONE (208) 502-0758
DUANE@ALTECCA.COM

NO.	DATE	BY	DESCRIPTION	REVISIONS
1	04/05/22	DL	UPDATED DENSITY AND AMENITIES ISSUED FOR APPROVAL	
2	01/11/22	NJP		

Scale: 1"=100'
Sheet Number: 1

T:\SUBDIVISIONS\Oliver Estates - SD1001001\Drawings\Oliver Estates Preliminary Plat-3

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OPEN SPACE	
TOTAL ACREAGE	1,636,984 SQFT. (37.58 AC)
REQUIRED OPEN SPACE	2,455,448 SQFT. (56.00%)
OPEN SPACE SHOWN	3,022,829 SQFT. (69.10%)
LOT 9 BLOCK 1	2,424 SQFT. (0.05%)
LOT 13 BLOCK 1	11,948 SQFT. (0.28%)
LOT 14 BLOCK 1	8,101 SQFT. (0.19%)
LOT 29 BLOCK 1	133,620 SQFT. (3.04%)
LOT 5 BLOCK 2	25,429 SQFT. (0.58%)
LOT 5 BLOCK 3	25,924 SQFT. (0.59%)
LOT 5 BLOCK 4	4,727 SQFT. (0.11%)
LOT 1 BLOCK 5	46,584 SQFT. (1.05%)
PARKWAY STRIPS OPEN SPACE	46,584 SQFT. (1.05%)
PARKWAY STRIPS 8' TOTAL	66,120 SQFT. (1.50%)
DRIVEWAYS (208 SF x 92) - 19,136 SQFT.	
REQUIRED QUALIFIED OPEN SPACE	1,636,988 SQFT. (37.58%)
QUALIFIED OPEN SPACE SHOWN	1,967,271 SQFT. (44.35%)
LOT 13 BLOCK 1	11,948 SQFT. (0.28%)
LOT 14 BLOCK 1	8,101 SQFT. (0.19%)
LOT 5 BLOCK 3	25,924 SQFT. (0.59%)

AMENITIES: WALKING PATHS, POOL WITH RESTROOM, AND PARKWAY STRIPS.

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NO.	DATE	BY	DESCRIPTION
1	01/11/22	NJP	ISSUED FOR APPROVAL
REVISIONS			

OLIVER'S ESTATES SUBDIVISION
STAR, IDAHO

OWNER/DEVELOPER:
ALTECCA CONSTRUCTION
503 S. THORNWOOD WAY
MERIDIAN, ID 83642
PHONE (208) 502-0758
DUANE@ALTECCA.COM

OLIVER ESTATES SUBDIVISION
OPEN SPACE EXHIBIT

Designed By: PDL Drawn By: PDL Checked By: NJP Job Number: SD100.001 Delivery Date: 01/07/22

Original sealed by:
Date original signed:

LEAVITT & ASSOCIATES ENGINEERS, INC.

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EXHIBIT C



