

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
MILESTONE RANCH SUBDIVISION AND MILEPOST COMMONS
SUBDIVISION**

This Amended and Restated Development Agreement (this “Agreement”) is entered into as of the date set forth below by and between the City of Star, a municipal corporation in the State of Idaho (“City”), BHEG Milestone Ranch LLC, (“BHEG”), and Toll West Inc (“Toll West”), and each of their respective successors and assigns. BHEG and Toll West are collectively referred to herein as “BHEG/Toll West”.

WHEREAS, pursuant to approvals identified in City File No. AZ 21-10/RZ-21-06/DA-21-15, BHEG entered into a development agreement dated February 8, 2022, recorded on February 9, 2022 in the records of Ada County as Instrument No. 2022-014198 under Ordinance No. 350 (the “Original Agreement”);

WHEREAS, the real property identified in the Original Agreement was annexed pursuant to Ordinance No. 350, approval date October 12, 2021 and recorded with the Original Agreement;

WHEREAS, no changes to the Original Agreement are made in connection with this Agreement;

WHEREAS, BHEG/Toll West are the current fee title owners of the real property legally described and depicted on **Exhibit A** attached hereto and made a part hereof (the “Property”);

WHEREAS, BHEG/Toll West, collectively referred to herein as the “Owners,” seek to enter into this Agreement with the City in order to amend and restate the Original Agreement in order to identify the uses and manner under which the Property will develop, in accordance with the applicable ordinances and regulations of the City;

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, and City Code at Title 8, Chapter 1, has the authority to enter into and amend 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, the Owners desire to be assured that they may proceed with developing the Property in accordance with this Agreement;

WHEREAS, Owners have filed with the City Planning and Zoning Department, preliminary plats for Milestone Ranch and Milepost Commons Subdivision (File No. PP-21-14 & PP-23-05), so that the City can review all of 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 the Owners and such Owners' successors and assigns' 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 Code;

THEREFORE, the City and the Owners, 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 for Milestone Ranch Subdivision.

2.1 Development Acreage and Uses Permitted. As to the Property described on **Exhibit A**, Owner is allowed to develop the 70.52 acres as follows:

- **Zoning Classification:** The zoning classification of the Property shall be a R-5-DA.
- The Owner shall comply with all city ordinances relating to the Property except as otherwise provided herein.

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

2.3 Uses. The Property is hereby approved for a maximum of 284 residential lots (240 single-family detached lots and 44 single-family attached townhome lots). The Property may also be used to provide residential amenities (e.g. clubhouses and parks). When sewer and water are available, but prior to a final plat being recorded on the Property, Owner or Developer may apply, through City's standard permit process, for building permits for future residential amenities (e.g. clubhouse) and model homes.

2.4 Setbacks. The development shall comply with the following approved setbacks and dimensional standards:

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	10'	5'	20'

Single-Family Attached Setbacks (Front-load):

Max. Height	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Interior Side Setback	Min. Street Side Setback
35'	15' to living area 20' to garage face	10'	0' for common walls 5' at end of building	20'

Single-Family Attached Setbacks (Alley-load):

Max. Height	Min. Front Yard Setback	Min. Rear Yard Setback from Alley	Min. Interior Side Setback	Min. Street Side Setback
35'	10'	20'	0' for common walls 5' at end of building	20'

2.5 Additional Requirements:

- Provide a 7-foot sidewalk along W. Floating Feather Road.
- North stub street may be public in future.

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 \$39,200.00 traffic mitigation fee determined by the Idaho Transportation Department as follows: the Developer will pay the City \$138.10 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.

Section 3. Development/Uses/Standards for Milepost Commons Subdivision.

3.1 Development Acreage and Uses Permitted. As to the Property described on **Exhibit A**, Owner is allowed to develop the 19.93 acres as follows:

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

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

3.3 Uses. The Property is hereby approved for a maximum of 72 residential lots.

3.4 Setbacks. The development shall comply with the following approved setbacks and dimensional standards:

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	10'	7.5'	20'

3.5 Additional Requirements:

- Side yard setbacks shall be 7.5'. A waiver has not been granted as part of the DA modification.
- Council approves minimum rear yard setbacks of 10'.

- The applicant shall connect the sidewalk/pathway in the northwest corner of the development to N. Pollard Lane.

3.6 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 \$72,000.00 traffic mitigation fee 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.

3.7 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.

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

Section 4. 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 5. Default. The failure of Owner, its heirs or assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, to faithfully comply with any of the terms and conditions of this Agreement

shall be deemed a default herein. This Agreement may be modified or terminated by the Star City Council as set forth in the Star City Ordinances. In the event this Agreement is modified, Owner shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Star City Ordinances, determines that this Agreement shall be terminated, the zoning of the Property or portion thereof that has not been developed in accordance with this Agreement shall revert its prior zoning designation. All uses of such property, which are not consistent with the prior zoning designation, shall cease. A waiver by the City of Star for any default by Owner of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions. Owner, by entering into this Agreement, do hereby consent to a reversion of the subject property to its prior zoning designation in the event there is a default in the terms and/or conditions of this Agreement.

Section 6. 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 7. 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 8. General Matters.

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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: BHEG Milestone Ranch LLC
650 Newport Center Dr.
Newport Beach, California 92660

Owner: Toll West Inc.
1140 Virginia Dr.
Fort Washington, Pennsylvania 19034

Developer: Toll Southwest, LLC
3103 W. Sheryl Drive Suite 101
Meridian, Idaho 83642

7.5 **Effective Date.** This Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of this Agreement.

7.6 **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 _____, 2024.

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

OWNER:

BHEG Milestone Ranch, LLC, a Delaware
limited liability company

By:
Its:

STATE OF)
) ss.
County of)

On this ____ day of _____, 2024, before me the undersigned, a Notary Public in and for said state, personally appeared _____, known to me to be the Representative of **BHEG Milestone Ranch LLC**, who subscribed her name to the foregoing instrument, and acknowledged to me that she 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
Residing at _____
My Commission expires _____

OWNER:

Toll West, Inc

By:
Its:

STATE OF)
) ss.
County of)

On this ____ day of _____, 2024, before me the undersigned, a Notary Public in and for said state, personally appeared _____, known to me to be the Representative of **Toll West, Inc**, who subscribed her name to the foregoing instrument, and acknowledged to me that she executed the same in said limited liability company's name.

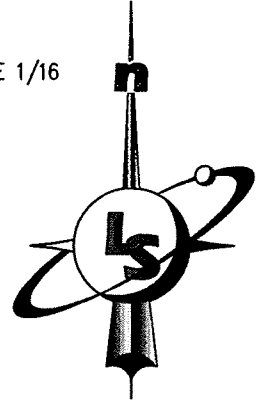
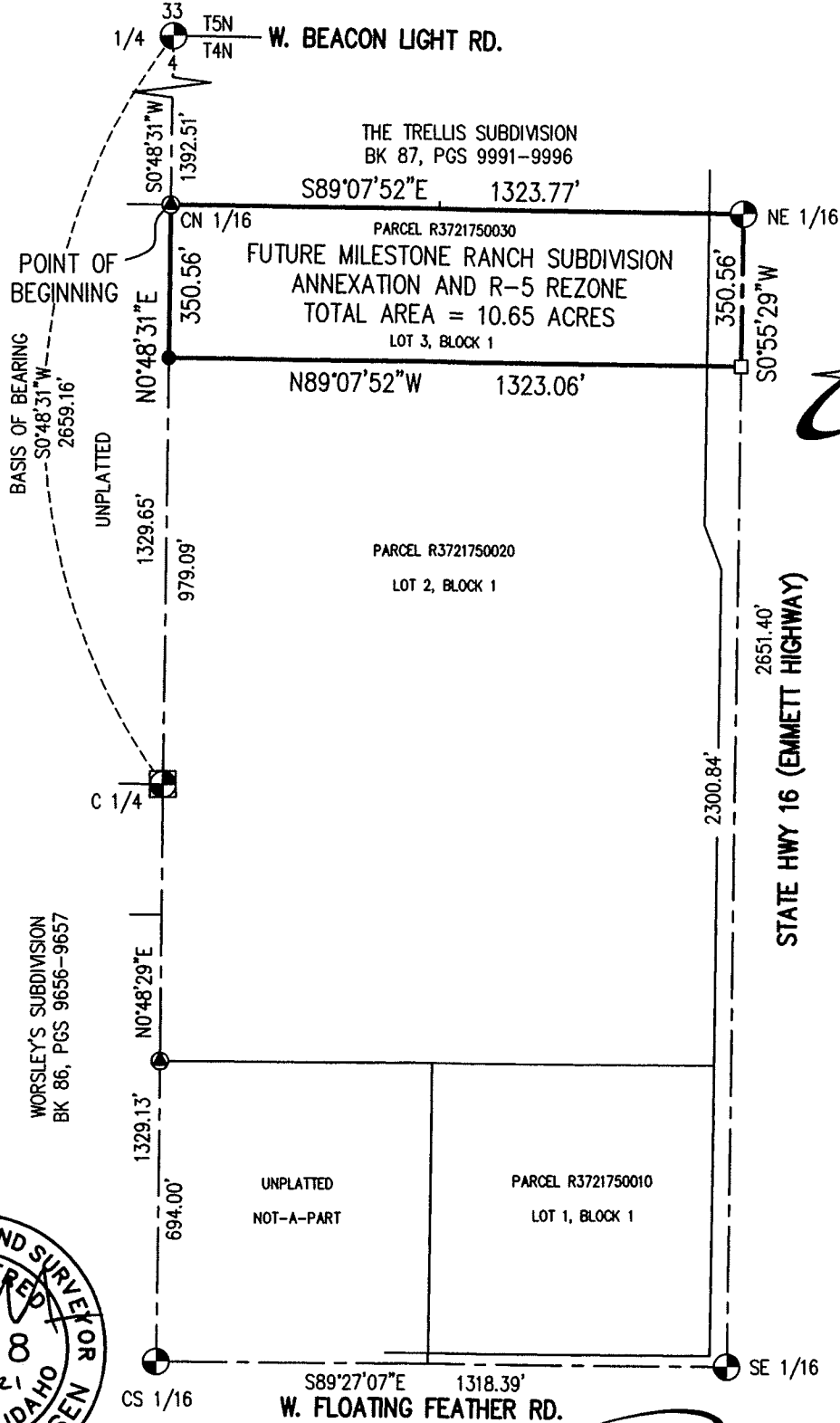
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for
Residing at _____
My Commission expires _____

EXHIBIT A

MILESTONE RANCH SUBDIVISION

ANNEXATION AND R-5-
DA REZONE EXHIBIT



LandSolutions
Land Surveying and Consulting

231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

JOB NO. 20-88

Legal Description
Milestone Ranch Subdivision – Annexation and R-5-DA Rezone

A parcel of land being Lot 3 of Block 1 of Hoot Nanney Farms Subdivision as shown in Book 103 of Plats on Pages 13839 through 13841, records of Ada County, Idaho, and a portion of SW ¼ of the NE ¼ of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a Brass Cap monument marking the northwest corner of the NE ¼ of said Section 4, from which an Aluminum Cap monument marking the southwest corner of said SW ¼ of the NE ¼ (C ¼ corner) bears S 0°48'31" W a distance of 2659.16 feet;

Thence along the westerly boundary of said NE ¼ S 0°48'31" W a distance of 1392.51 feet to the northwest corner of said Lot 3 of Block 1 of Hoot Nanney Farms Subdivision and the **POINT OF BEGINNING**;

Thence along the northerly boundary of said Lot 3 and the extension thereof, also being the northerly boundary of said SW ¼ of the NE ¼, S 89°07'52" E a distance of 1323.77 feet to a Brass Cap monument marking the northeast corner of said SW ¼ of the NE ¼;

Thence along said easterly boundary of said NW ¼ of the SE ¼ S 0°55'29" W a distance of 350.56 feet to a point on the extension of the southerly boundary of said Lot 3;

Thence along said southerly boundary of Lot 3 and the extension thereof N 89°07'52" W a distance of 1323.06 feet to a point marking the southwest corner of said Lot 3;

Thence along the westerly boundary of said Lot 3 N 0°48'31" E a distance of 350.56 feet to the **POINT OF BEGINNING**.

This parcel contains 10.65 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
April 28, 2021



MILESTONE RANCH SUBDIVISION

MU TO R-5- REZONE EXHIBIT
DA

1/4 33 T5N T4N W. BEACON LIGHT RD.

THE TRELIS SUBDIVISION
BK 87, PGS 9991-9996

CN 1/16 S89°07'52"E 1323.77' NE 1/16

PARCEL R3721750030
LOT 3, BLOCK 1

UNPLATTED

S89°07'52"E 1323.06'

PARCEL R3721750020
LOT 2, BLOCK 1

FUTURE MILESTONE RANCH SUBDIVISION

REZONE - MU TO R-5

TOTAL AREA = 59.87 ACRES

C 1/4

WORSLEY'S SUBDIVISION
BK 86, PGS 9656-9657

BASIS OF BEARING
N0°48'29"E
POINT OF BEGINNING

N89°27'07"W 628.08'

UNPLATTED
NOT-A-PART

PARCEL R3721750010
LOT 1, BLOCK 1

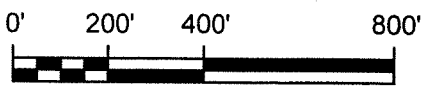
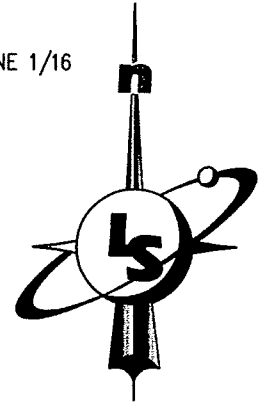
1329.13'
694.00'

N0°48'29"E 694.00'

628.08' 690.31' SE 1/16

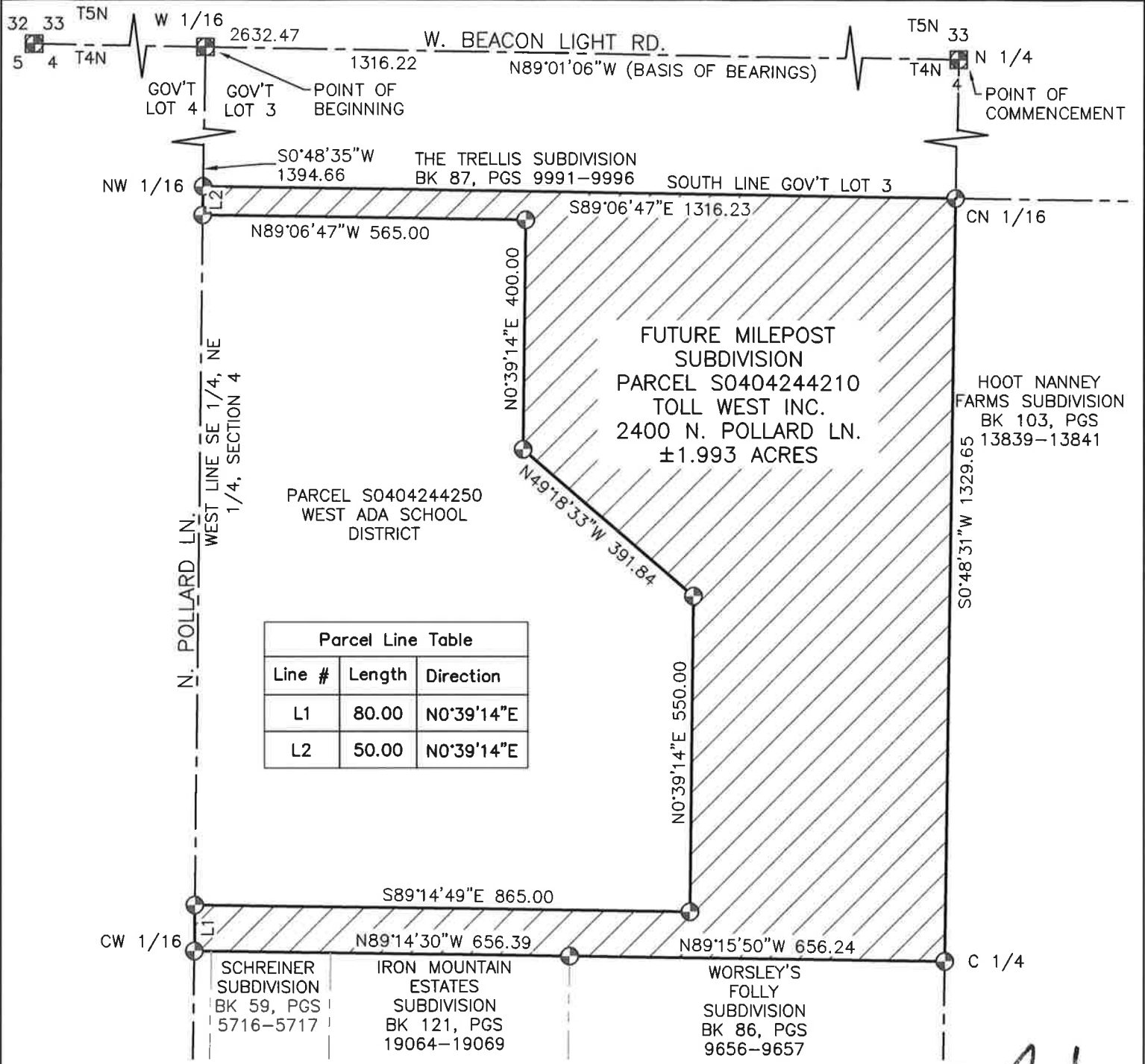
1318.39' N89°27'07"W
W. FLOATING FEATHER RD.

STATE HWY 16 (EMMETT HIGHWAY)
2300.84'
S0°55'29"W 2651.40'

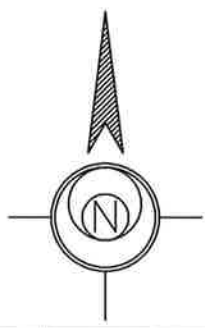
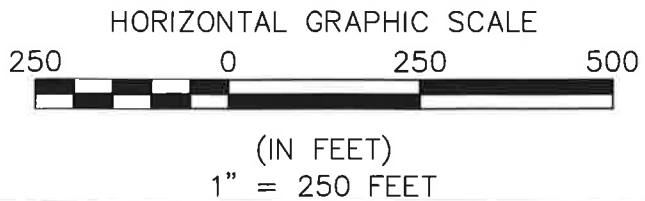


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Parcel Line Table		
Line #	Length	Direction
L1	80.00	N0°39'14"E
L2	50.00	N0°39'14"E



ESE CONSULTANTS
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

ESE Consultants, Inc.
3103 W. Sheryl Drive • Suite 100 • Meridian, ID 83642
T: 208-424-0020

BOUNDARY EXHIBIT

MILEPOST SUBDIVISION
STAR, IDAHO

REV.	DATE	DESCRIPTION	DATE:	SCALE:	DESIGN:	DRAWN:	JOB NO.:	FILE NAME:	SHEET NO.:
			12-21-22	1"=250'	JJC	JJC	7832	MILEPOST	1 OF 1

LEGAL DESCRIPTION OF MILEPOST SUBDIVISION

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF STAR, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 4, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 4 BEARS N89°01'06"W, A DISTANCE OF 2,632.47 FEET;

THENCE N89°01'06"W, ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 1,316.22 FEET TO THE NORTH COMMON CORNER OF GOVERNMENT LOTS 3 AND 4 OF SAID SECTION 4;

THENCE S00°48'35"W, ALONG THE COMMON LINE OF GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 1,394.66 FEET TO THE SOUTH CORNER COMMON TO SAID GOVERNMENT LOTS 3 AND 4, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE S89°06'47"E, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 1,316.23 FEET TO THE COMMON CORNER OF SAID GOVERNMENT LOT 3 AND THE NORTHWEST CORNER OF HOOT NANNEY FARMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 103 OF PLATS, PAGES 13839 THROUGH 13841 OF ADA COUNTY RECORDS;

THENCE S00°48'31"W, ALONG THE WEST LINE OF SAID HOOT NANNEY FARMS SUBDIVISION, A DISTANCE OF 1,329.65 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF WORSLEY'S FOLLY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 86 OF PLATS, PAGES 9656 AND 9657 OF ADA COUNTY RECORDS;

THENCE N89°15'50"W, ALONG THE NORTH LINE OF SAID WORSLEY'S FOLLY SUBDIVISION, A DISTANCE OF 656.24 FEET TO THE NORTHEAST CORNER OF IRON MOUNTAIN ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 121 OF PLATS, PAGES 19064 THROUGH 19069 OF ADA COUNTY RECORDS;

THENCE N89°14'30"W, ALONG THE NORTH LINE OF SAID IRON MOUNTAIN ESTATES SUBDIVISION AND THE NORTH LINE OF SCHREINER SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 59 OF PLATS AT PAGE 5716 OF ADA COUNTY RECORDS, A DISTANCE OF 656.39 FEET TO THE CENTER-WEST 1/16TH SECTION CORNER, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH 00°39'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 89°14'49" EAST, A DISTANCE OF 865.00 FEET;

THENCE NORTH 00°39'14" EAST, A DISTANCE OF 550.00 FEET;

THENCE NORTH 49°18'33" WEST, A DISTANCE OF 391.84 FEET;

THENCE NORTH 00°39'14" EAST, A DISTANCE OF 400.00 FEET;

THENCE NORTH 89°06'47" WEST, A DISTANCE OF 565.00 FEET TO A POINT ON SAID WEST LINE OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH 00°39'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINS: +/- 1.993 ACRES



EXHIBIT B

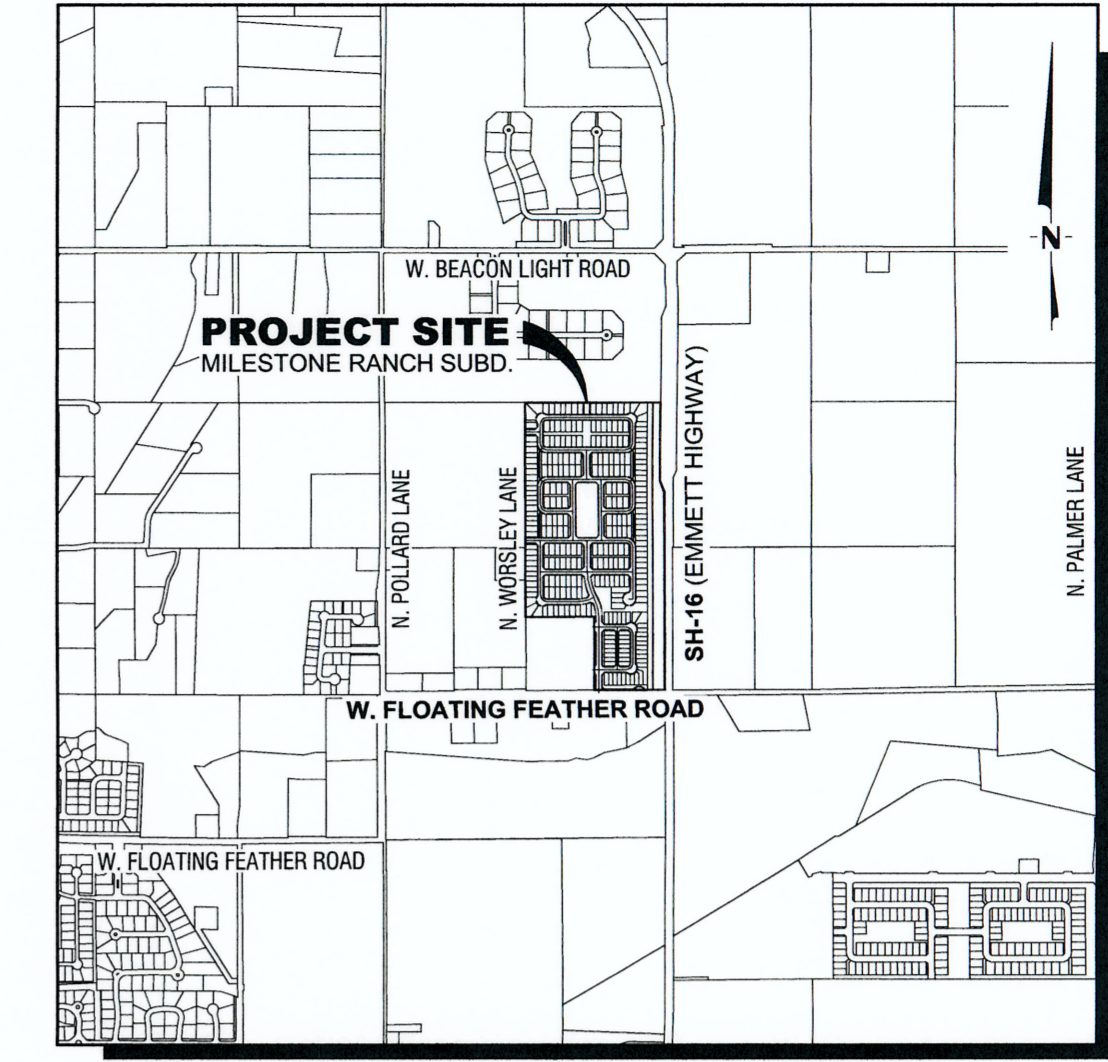
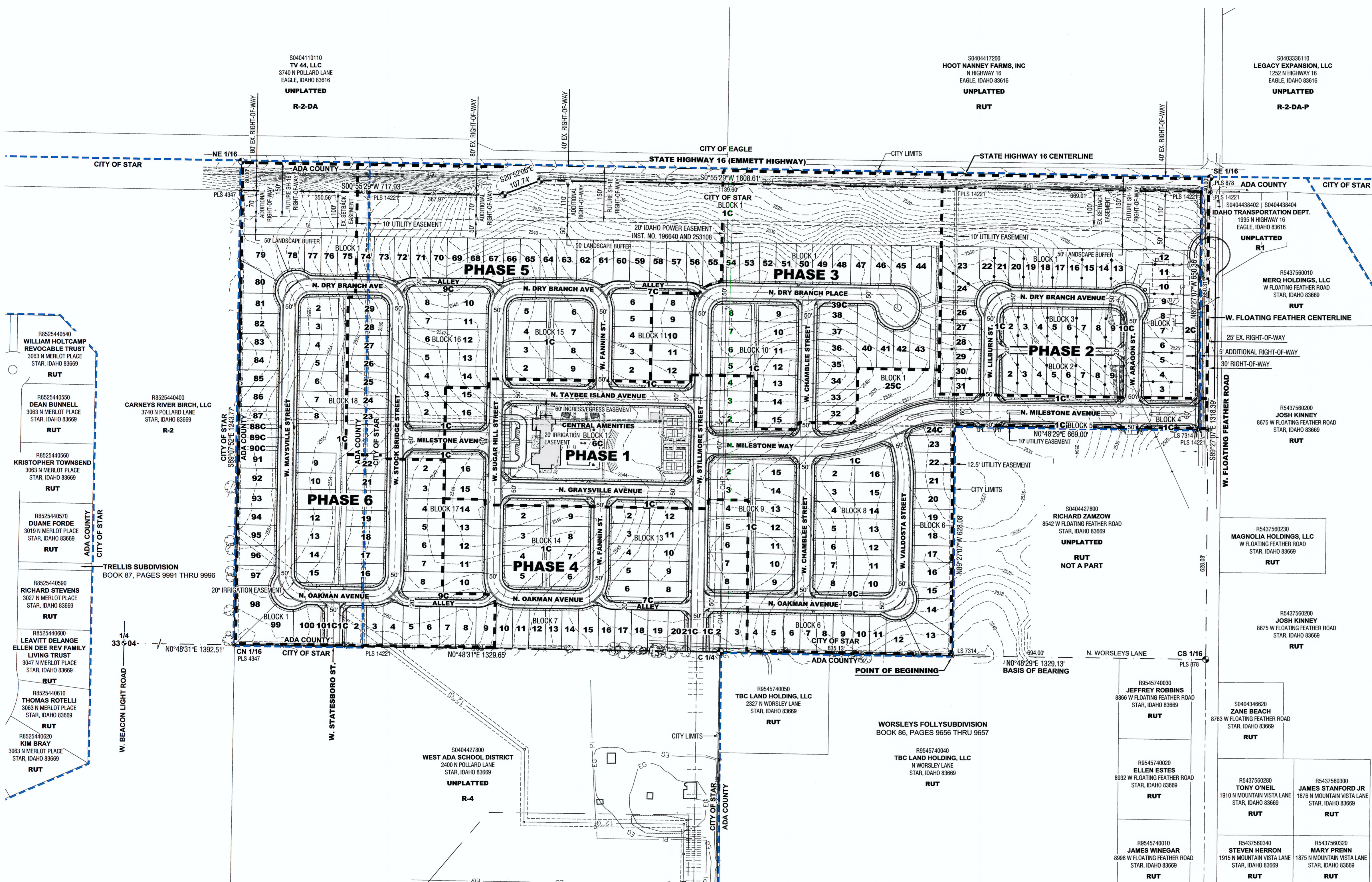
PRELIMINARY PLAT

MILESTONE RANCH SUBDIVISION

ADA COUNTY, IDAHO

A RESUBDIVISION OF LOTS 1, 2, AND 3, BLOCK 1, HOOT NANNEY FARMS SUBDIVISION
 LOCATED WITHIN THE NW 1/4 OF THE SE 1/4, AND THE SW 1/4 OF SECTION 4,
 T.4N., R.1W., B.M., ADA COUNTY, IDAHO

2021



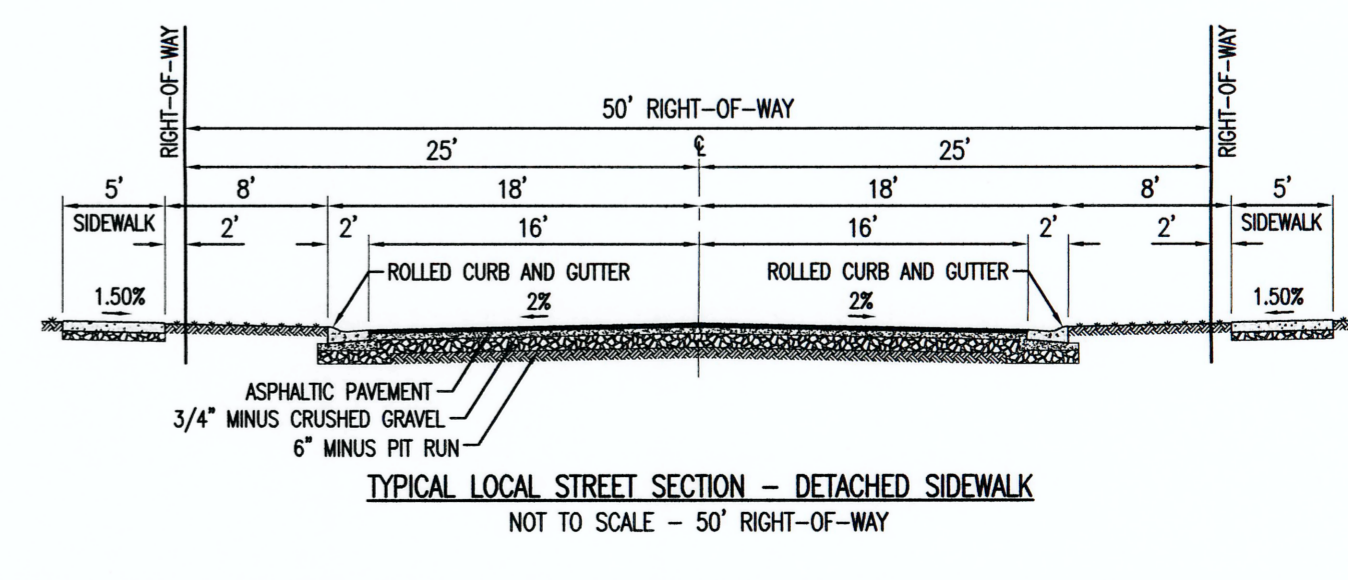
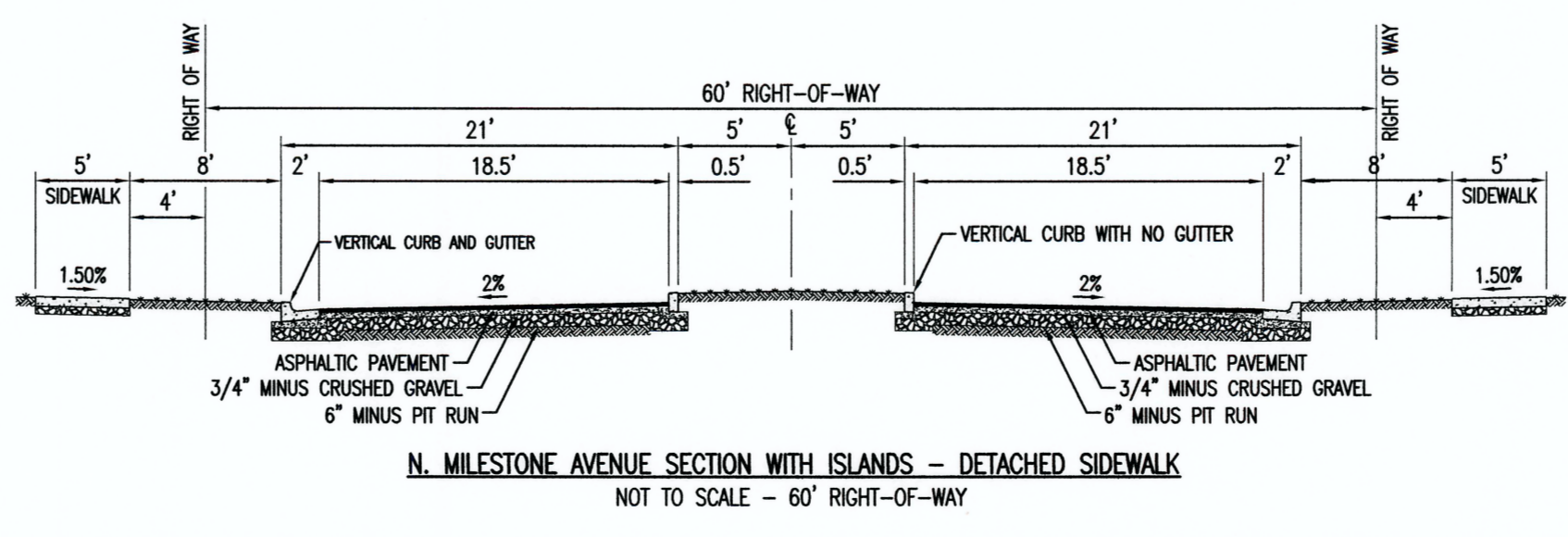
- #### PRELIMINARY PLAT NOTES
- SANITARY SEWER AND DOMESTIC WATER SERVICE TO BE PROVIDED BY STAR SEWER AND WATER DISTRICT.
 - SUBJECT PROPERTY DOES NOT FALL WITHIN FEMA FLOOD HAZARD ZONES A AND X. SEE FIRM PANEL 160001C0130, DATED JUNE 19, 2020.
 - ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE OVER THE TEN (10) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
 - UNLESS OTHERWISE SHOWN AND DIMENSIONED, ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE OVER THE FIVE (5) FEET ADJACENT TO ANY INTERIOR SIDE LOT LINE, AND OVER THE TWELVE (12) FEET ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY.
 - THIS SUBDIVISION WILL BE SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT WITH THE CITY OF STAR.
 - IRRIGATION WATER SHALL BE PROVIDED FROM THE GROUNDWATER RIGHTS WITH IDWR (63-2957) IN COMPLIANCE WITH IDAHO CODE 31-3805(B). LOTS WITHIN THE SUBDIVISION SHALL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND THE INDIVIDUAL LOTS SHALL BE SUBJECT TO IRRIGATION WATER ASSESSMENTS.
 - BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF STAR OR AS APPROVED UNDER THE DEVELOPMENT AGREEMENT.
 - DIRECT LOT ACCESS TO STATE HIGHWAY 16 AND W. FLOATING FEATHER ROAD IS PROHIBITED. (EXCEPT EMERGENCY VEHICLE ACCESS)
 - LOTS 1, 2, 25, 39, 88, 89, 90, 101, BLOCK 1; LOT 1, BLOCK 2; LOTS 1 AND 10, BLOCK 3; LOT 1, BLOCK 4; LOT 1, BLOCK 5; LOTS 1 AND 24, BLOCK 6; LOTS 1 AND 21, BLOCK 7; LOTS 1 AND 9, BLOCK 8; LOT 1, BLOCK 9; LOT 1, BLOCK 10; LOTS 1 AND 7, BLOCK 11; LOT 6, BLOCK 12; LOTS 1 AND 7, BLOCK 13; LOT 1, BLOCK 14; LOT 1, BLOCK 15; LOTS 1 AND 9, BLOCK 16; LOTS 1 AND 9, BLOCK 17; AND LOT 1, BLOCK 18 SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

PRELIMINARY PLAT DATA

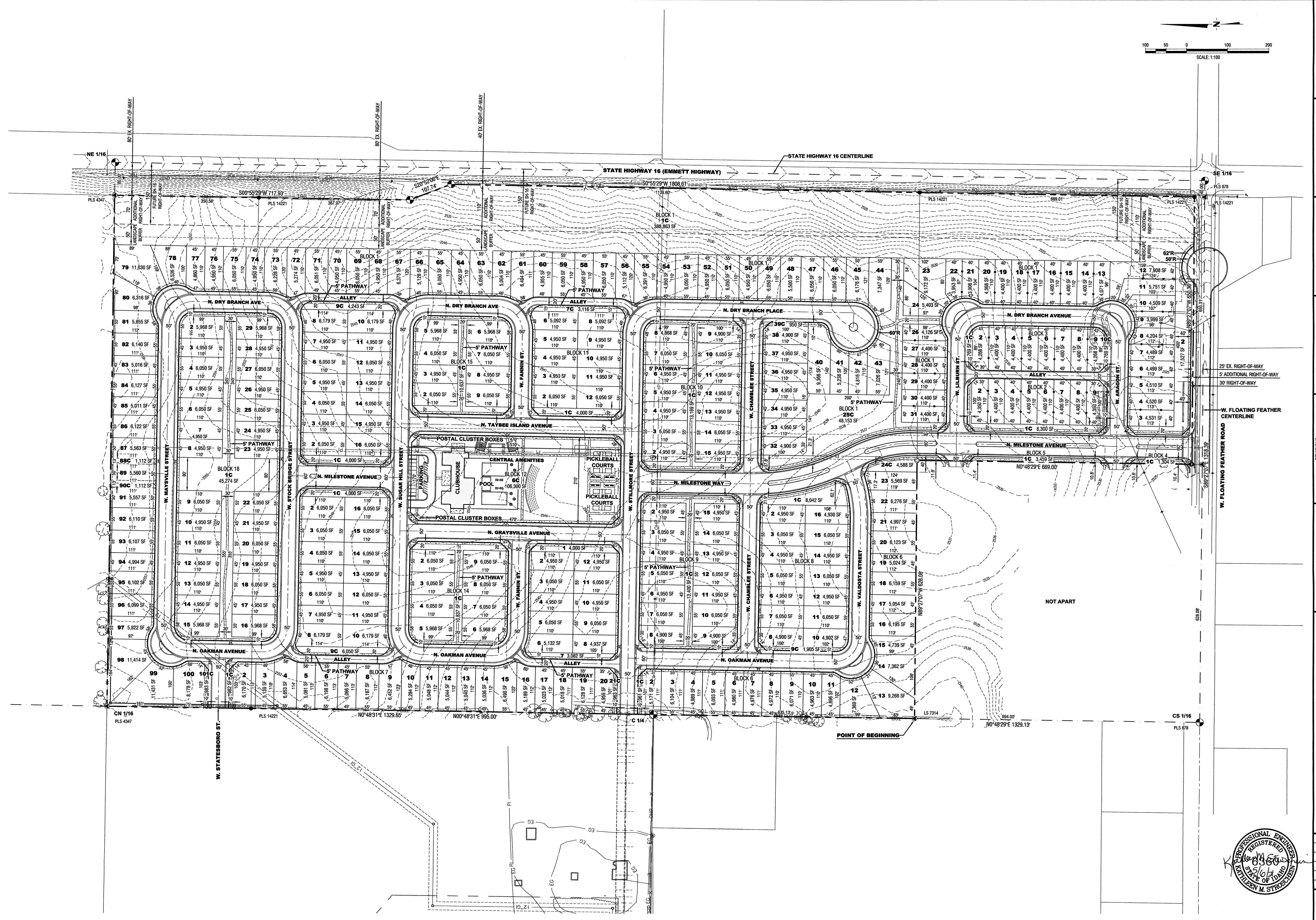
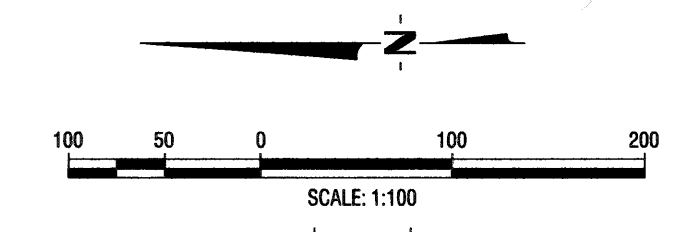
TOTAL ACRES	67.00 AC
SINGLE-FAMILY RESIDENTIAL	(46.57%) 31.20 AC
DUPLEX RESIDENTIAL	(6.94%) 4.65 AC
PUBLIC RIGHT-OF-WAY	(21.60%) 14.47 AC
FUTURE SH-16 RIGHT-OF-WAY	(8.85%) 5.93 AC
OPEN SPACE	(16.04%) 10.75 AC
TOTAL LOTS	317
SINGLE-FAMILY RESIDENTIAL LOTS	240
DUPLEX RESIDENTIAL LOTS	44
OPEN SPACE LOTS	33
TOTAL RESIDENTIAL LOTS	284
USEABLE OPEN SPACE	(15.87%) 10.63 AC
CENTRAL AMENITY LOT	2.44 AC
ARTERIAL BUFFERS	3.00 AC
COLLECTOR BUFFERS	0.70 AC
END BLOCK BUFFERS/PATHS	1.24 AC
POCKET PARKS	2.15 AC
MEWS	1.10 AC
LOT AREA DATA	
MINIMUM LOT SIZE (SINGLE-FAMILY)	4,738 SF
MINIMUM LOT SIZE (DUPLEX)	3,906 SF
AVERAGE LOT SIZE	5,498 SF
RESIDENTIAL DENSITY (D_u/AC)	
GROSS RESIDENTIAL DENSITY	4.24
NET RESIDENTIAL DENSITY (EXCLUDES RIGHT-OF-WAY)	6.09
ZONING	
EXISTING: MU, RUT	PROPOSED: R-5-DA
SITE AMENITIES	
CLUB HOUSE, SWIMMING POOL FACILITY, PICKLEBALL COURTS, PICNIC GAZEBO, MEWS, AND MULTI-USE PATHS	



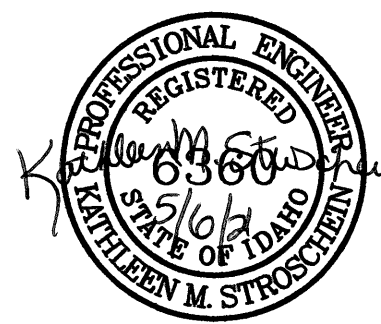
LEGEND		SURVEY LEGEND	
	BOUNDARY LINE		FOUND 5/8" IRON PIN, AS NOTED
	CITY LIMITS BOUNDARY		FOUND 1/2" IRON PIN, AS NOTED
	PHASING BOUNDARY		FOUND BRASS CAP MONUMENT
	RIGHT-OF-WAY LINE		FOUND ALUMINUM CAP MONUMENT
	CENTERLINE		FOUND PK/MAG NAIL
	PROPERTY LOT LINE		CALCULATED POINT, NOTHING SET
	ZERO LOT LINE		
	PROPOSED EASEMENT LINE		
	PROPERTY SETBACK LINE		
	PROPOSED VERTICAL CURB		
	PROPOSED ROLLED CURB		
	PROPOSED STORM DRAIN LINE AND MANHOLE		
	PROPOSED SANITARY SEWER LINE		
	EXISTING SEWER LINE AND MANHOLE		
	PROPOSED FIRE HYDRANT		EXISTING VERTICAL CURB
	PROPOSED GRAVITY IRRIGATION		EXISTING ROLLED CURB
	EXISTING GRAVITY IRRIGATION		EXISTING 5' CONTOUR
	PROPOSED PRESSURE IRRIGATION LINE		EXISTING 1' CONTOUR
	EXISTING PRESSURE IRRIGATION LINE		EXISTING TOP OF BANK
	PROPOSED WATER MAIN		EXISTING BOTTOM OF BANK
	EXISTING WATER MAIN		EXISTING FENCE LINE
	SECTION LINE		EXISTING OVERHEAD POWER LINE
	EXISTING BOUNDARY LINE		EXISTING FIBER OPTIC LINE
	EXISTING PROPERTY LOT LINE		EXISTING GAS LINE
	EXISTING EASEMENT LINE		EXISTING TELEPHONE LINE
	EXISTING EDGE OF PAVEMENT		
	EXISTING EDGE OF GRAVEL		



OWNERS OF RECORD	HOOT NANNEY FARMS, INC. CAROL M. DIXON AND SANDRA A. DIXON 8542 W. FLOATING FEATHER ROAD STAR, IDAHO 83669		
DEVELOPER	TOLL SOUTHWEST, LLC 3103 W. SHERIDAN DRIVE, STE. 100 MERIDIAN, IDAHO 83642 PHONE: (208) 424-0020		
SURVEYOR	CLINT HANSEN, P.C. LAND SOLUTIONS, PC 231 E 5TH STREET, STE A MERIDIAN, ID 83642 PHONE: (208) 788-2940 FAX: (208) 288-2587 EMAIL: clhansen@landolutions.biz		
PLANNER	BECKY MCKAY ENGINEERING SOLUTIONS 1029 N. ROSARIO STREET, STE. 100 MERIDIAN, ID 83642 PHONE: (208) 938-0980 FAX: (208) 938-0941 EMAIL: beckymckay@engsol.org		
REVISIONS	NO. DESCRIPTION DATE BY		
NO.	DESCRIPTION	DATE	BY
<p>DATE ISSUED: 05/06/2021 PROJECT NO.: 201102 DWG. FILE: 201102-P-PREL.dwg SCALE: AS SHOWN DRAWN BY: KDH CHECKED BY: BLM</p>			
<p>ENGINEERING SOLUTIONS REGISTERED ENGINEER STATE OF IDAHO LICENSE NO. 6380 MATTHEW M. STROCCHI</p>		<p>MILESTONE RANCH SUBD. LOCATED WITHIN THE NW 1/4 OF THE SE 1/4, AND THE SW 1/4 OF THE NE 1/4 OF SECTION 4, T.4N., R.1W., B.M.</p>	
<p>PREL-1 SHEET 01 OF 02</p>		<p>PRELIMINARY PLAT</p>	



OWNERS OF RECORD	
HOOT NANNY FARMS, INC. CAROL M. DIXON AND SANDRA A. DIXON 8542 W. FLOATING FEATHER ROAD STAR, IDAHO 83869	
DEVELOPER	TOLL SOUTHWEST, LLC 3103 W. SHERRY DRIVE, STE. 100 MERIDIAN, IDAHO 83842 PHONE: (208) 424-0020
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REVISIONS	NO. DESCRIPTION DATE BY
<p>ENGINEERING SOLUTIONS</p> <p>1029 N. ROSARIO STREET, SUITE 100 MERIDIAN, IDAHO 83842 PHONE: (208) 388-0040 FAX: (208) 388-0041</p>	
<p>MILESTONE RANCH SUBD. LOCATED WITHIN THE NW 1/4 OF THE SE 1/4, AND THE SW 1/4 OF THE NE 1/4 OF SECTION 4, T.4N., R.1W., B.M.</p>	
<p>PRELIMINARY PLAT</p>	
DATE ISSUED	05/06/2021
PROJECT NO.	201102
DWG. FILE	201102-P-PREL.dwg
SCALE	AS SHOWN
DRAWN BY	KDH
CHECKED BY	BLM
<p>PREL-2 SHEET 02 OF 02</p>	



PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY	REMARKS
	Acer platanoides 'Crimson King' / Crimson King Norway Maple	B&B	2"		14	35' H x 25' W, Class II
	Acer truncatum 'Crimson Sunset' / Crimson Sunset Maple	B&B	2"		40	35' h x 25' w, Class II
	Celtis occidentalis / Common Hackberry	B&B	2"		49	40' h x 30' w, CLASS II
	Cladrastis kentukea 'Perkins Pink' / Perkins Pink Yellowwood	B&B	2"		75	35' h x 30' w, Class II
	Fraxinus pennsylvanica 'Patmore' / 'Patmore' Green Ash	B&B	2"		69	40' h x 20' w Class II
	Gleditsia triacanthos inermis 'Shademaster' TM / Shademaster Locust	B&B	2"		59	50' h x 30' w Class II
	Liriodendron tulipifera 'Emerald City' TM / Emerald City Tulip Tree	B&B	2"		64	50' h x 25' w CLASS II
	Malus x 'Spring Snow' / Spring Snow Crabapple	B&B	2"		60	25' h x 20' w, CLASS I
	Picea pungens 'Fat Albert' / Fat Albert Colorado Spruce	B&B		6'-8' H	25	30' h x 15' w
	Prunus virginiana 'Canada Red' / Canada Red Cherry	B&B	2"		14	25' h x 20' w Class II
	Pyrus calleryana 'Cleveland Select' / Cleveland Select Pear	B&B	2"		14	40' h x 17' w, Class I
	Quercus frainetto 'Schmidt' / Forest Green Oak	B&B	2"		43	60' h x 30' w, Class II
	Tilia americana 'Redmond' / Redmond American Linden	B&B	2"		79	50' h x 30' w Class II
	Tilia cordata 'Corzam' / Corinthian Littleleaf Linden	B&B	2"		16	45' h x 15' w CLASS II
SHRUBS	BOTANICAL / COMMON NAME	CONT	FIELD2	SIZE	QTY	REMARKS
	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	2 gal			537	5' h x 3' w
	Cotinus coggygria 'Grace' / Grace Smoke Bush	5 gal			28	15' h x 12' w
	Forsythia x 'Meadowlark' / Meadowlark Forsythia	5 gal			52	8' h x 10' w
	Forsythia x intermedia 'Mindor' TM / Show Off Forsythia	5 gal			50	6' h x 5' w
	Gaillardia x grandiflora 'Arizona Sun' / Arizona Sun Blanketflower	1 gal			74	18" h x 24" w
	Helictotrichon sempervirens / Blue Oat Grass	1 gal			228	3' h x 3' w
	Ilex crenata 'Sky Pencil' / Sky Pencil Japanese Holly	5 gal			250	6' h x 30" w
	Juniperus chinensis 'Hetzi Glauca' / Hetzi Blue Juniper	5 gal			43	8' h x 10' w
	Juniperus horizontalis 'Wiltonii' / Blue Rug Juniper	5 gal			112	6" h x 7' w
	Lavandula angustifolia 'Hidcote Blue' / Hidcote Blue Lavender	2 gal			59	30" h x 30" w, Drought Tolerant
	Leucanthemum x superbum / Shasta Daisy	1 gal			83	30" h x 24" w
	Miscanthus sinensis 'Variegatus' / Variegated Japanese Silver Grass	5 gal			127	6' h x 4' w
	Pennisetum alopecuroides 'Karley Rose' / Karley Rose Fountain Grass	2 gal			242	30" h x 30" w, Drought Tolerant
	Pennisetum alopecuroides 'Moudry' / Black Flowering Fountain Grass	1 gal			97	3' h x 3' w
	Phlox subulata 'Emerald Pink' / Emerald Pink Creeping Phlox	1 gal			24	6" h x 36" w
	Physocarpus opulifolius 'SMNPOBLR' TM / Ginger Wine Ninebark	5 gal			213	5' h x 5' w
	Pinus mugo 'Mops' / Mops Mugo Pine	5 gal			49	5' h x 5' w
	Rhamnus frangula 'Fine Line' / Fine Line Buckthorn	5 gal			377	7' h x 3' w, Drought Tolerant
	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	5 gal			224	18" h x 6' w, Drought Tolerant
	Salvia nemorosa 'East Friesland' / East Friesland Perennial Sage	2 gal			85	18" X 2' w, Drought Tolerant
	Spiraea japonica 'Neon Flash' / Neon Flash Spirea	2 gal			34	3' h x 3' w

LANDSCAPE MATERIALS LEGEND:

	SOD LAWN		PLANTER BED AREAS - LANDSCAPE MULCH PER LANDSCAPE NOTES
	NATIVE SEED MIX WITH SAGEBRUSH & WILDFLOWERS - SEED IN DISTURBED AREAS		4' OPEN FENCE
			6' WOOD PRIVACY FENCE



STACK ROCK GROUP
 LANDSCAPE ARCHITECTURE & MASTER PLANNING
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Scale: PRELIMINARY

 NOT FOR CONSTRUCTION

MILESTONE RANCH
 STAR, ID

REVISIONS

MRK	DATE	Description
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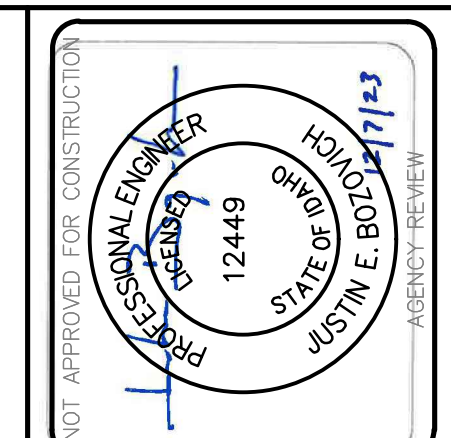
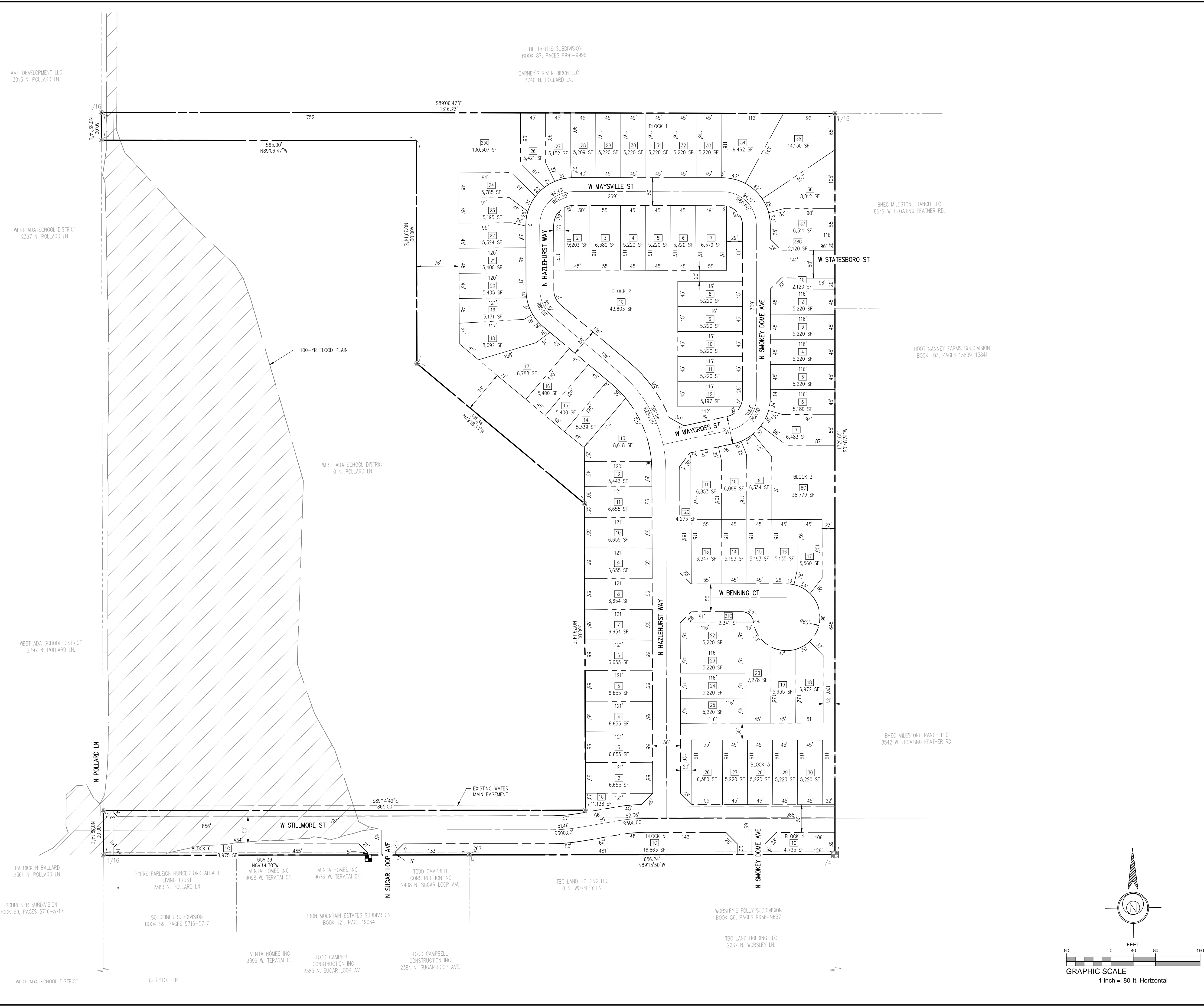
JOB NO: 20-1958
 DATE: 06.25.21
 DRAWN BY: DW
 CHECKED BY: WJ

DRAWING TITLE
OVERALL COLOR PLAN
 SHEET NUMBER
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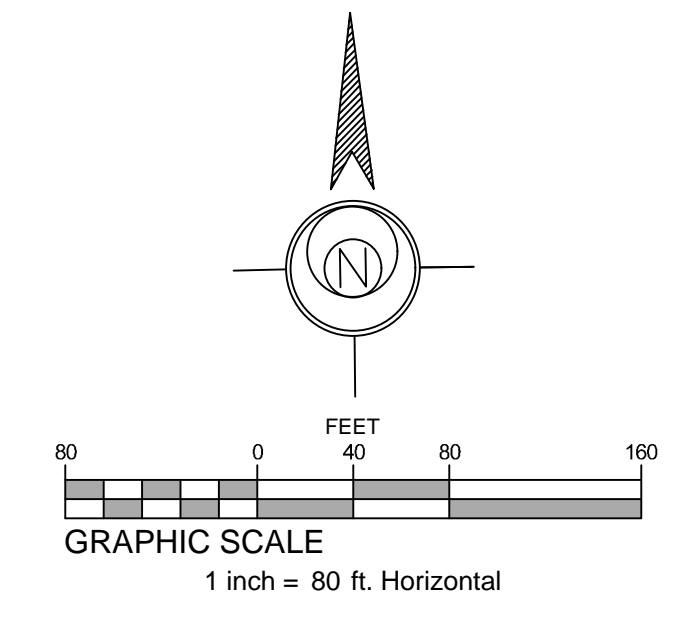


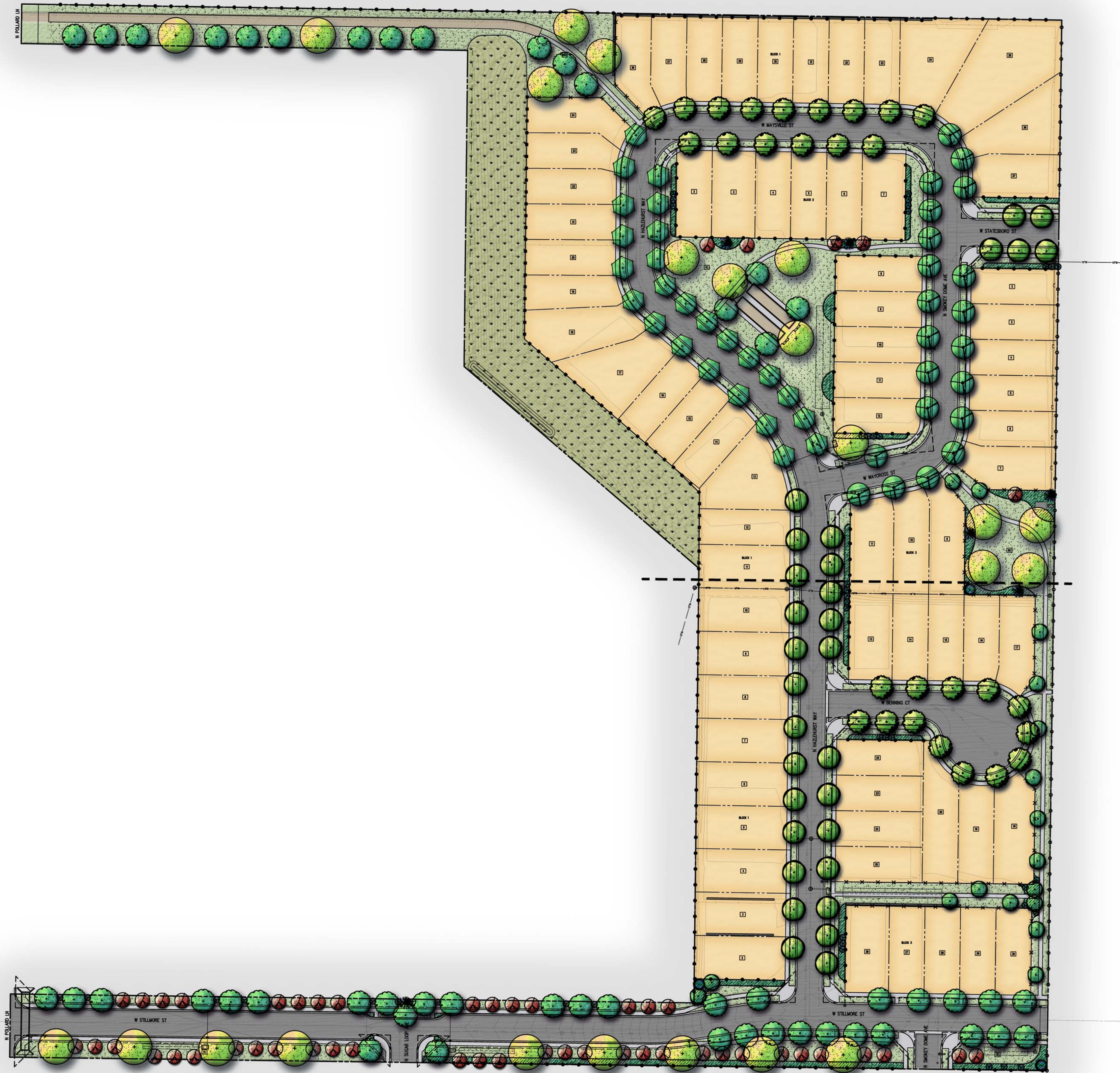
ESE CONSULTANTS
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 ESE Consultants, Inc.
 3103 W. Sheryl Drive • Suite 100 • Meridian, ID 83642
 T: 208-424-0020

REV.	DATE	DESCRIPTION	DR.
A.	12/7/23	PRELIM SUBMITTAL	DRAWN

PRELIMINARY PLAT
 MILEPOST COMMONS
 SUBDIVISION
 SEC. 4, T. 4N., R. 1W., B.M., STAR, ADA COUNTY, IDAHO

DATE:	02/21/2023	SCALE:	1" = 80'
DESIGN:	JEB	DRAWN:	PDL/MGF/DKR
JOB NO.:	7832	FILE NAME:	7832-5-PLAN-PP
REF. NO.:			
SHEET NO.:	3	OF	5





MILEPOST COMMONS

STAR, IDAHO

PRELIMINARY PLAT LANDSCAPE PLAN

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DEVELOPER
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