

ORDINANCE NO. 341
(RIVERMOOR SUBDIVISION ANNEXATION)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 7290 N. STONEBRIAR LANE, ADA COUNTY PARCELS S0416347100, S0421212600 & S0421234110, IN STAR, IDAHO AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTIES ARE OWNED BY RAMA GROUP, LLC, BOBAK FAMILY TRUST, AND EDMONDS GROVES LAND HOLDINGS, INC.; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-2-DA) OF APPROXIMATELY 144.26 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. 303, adopted on March 3, 2020 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 20, 2021 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-2-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 Residential with a Development Agreement (R-2-DA), as provided by the Unified Development Code of the City of Star. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the Residential with a Development Agreement (R-2-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 _____, 2021.

CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

EXHIBIT A

Description for
R-2 ZONE
Rivermoor Subdivision
April 6, 2021

A portion of Government Lots 5 and 6 of Section 16 and the Northwest 1/4 of Section 21, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho more particularly described as follows:

BEGINNING at the Section corner common to Sections 16, 17, 20, and 21, T.4N., R.1W., B.M. from which the 1/4 corner common to said Sections 20 and 21 bears, South 00°32'16" West, 2653.48 feet;

thence on the West boundary line of said Government Lot 5, North 00°32'09" East, 251.93 feet;

thence leaving said West boundary line, North 64°12'20" East, 365.62 feet;

thence South 59°50'34" East, 372.03 feet;

thence South 35°52'58" East, 296.31 feet to the North boundary line of said Section 21;

thence on said North boundary line, South 88°53'41" East, 473.38 feet to the Southwest corner of said Government Lot 6;

thence on the West boundary line of said Government Lot 6, North 00°36'59" East, 197.25 feet to the North boundary line of said Government Lot 6;

thence on said North boundary line the following two (2) courses and distances:

South 79°26'49" East, 146.84 feet;

North 70°03'12" East, 1,379.89 feet to the centerline of State Highway 16;

thence on said centerline 3,645.12 feet along the arc of a curve to the right having a radius of 15,000.00 feet, a central angle of 13°55'24" and a long chord which bears South 21°12'26" West, 3,636.16 feet to the Easterly extension of the centerline of W. Joplin Road;

thence on said centerline and the Easterly extension thereof the following seven (7) courses and distances:



South 89°47'31" West, 239.79 feet;

117.85 feet along the arc of curve to the right having a radius of 300.00 feet, a central angle of 22°30'26" and a long chord which bears North 78°57'16" West, 117.09 feet;

North 67°42'04" West, 91.38 feet;

121.03 feet along the arc of curve to the left having a radius of 325.00 feet, a central angle of 21°20'15" and a long chord which bears North 78°22'11" West, 120.33 feet;

North 89°02'19" West, 627.55 feet;

208.88 feet along the arc of curve to the left having a radius of 300.00 feet, a central angle of 39°53'33" and a long chord which bears South 71°00'55" West, 204.68 feet;

South 51°04'08" West, 4.55 feet;

thence leaving said centerline, North 38°55'52" West, 25.00 feet to the West boundary line of that parcel conveyed in a Warranty Deed recorded on December 9, 2020 as Instrument No. 2020-169685, records of Ada County, Idaho;

thence on said West boundary line the following eleven (11) courses and distances:

3.87 feet along the arc of a curve to the left having a radius of 125.00 feet, a central angle of 01°46'18" and a long chord which bears North 01°12'06" East, 3.86 feet;

North 00°18'57" East, 257.36 feet;

78.61 feet along the arc of curve to the left having a radius of 425.00 feet, a central angle of 10°35'52" and a long chord which bears North 04°58'59" West, 78.50 feet;

North 10°16'55" West, 51.83 feet;

73.95 feet along the arc of curve to the right having a radius of 175.00 feet, a central angle of 24°12'37" and a long chord which bears North 01°49'24" East, 73.40 feet;



North 13°55'41" East, 99.90 feet;

187.07 feet along the arc of curve to the left having a radius of 425.00 feet, a central angle of 25°13'10" and a long chord which bears North 01°19'06" East, 185.56 feet;

North 11°17'27" West, 6.21 feet;

96.76 feet along the arc of a curve to the right having a radius of 475.00 feet, a central angle of 11°40'16" and a long chord which bears North 05°27'21" West, 96.59 feet;

North 00°22'47" East, 148.81 feet;

North 89°28'18" West, 54.01 feet to the West boundary line of said Section 21, which is coincident with the East boundary line of Stonebriar Subdivision as filed in Book 83 of Plats at Pages 9211 through 9219, records of Ada County, Idaho;

thence on said East and West boundary lines, North 00°32'16" East, 1,735.15 feet to the **REAL POINT OF BEGINNING**.

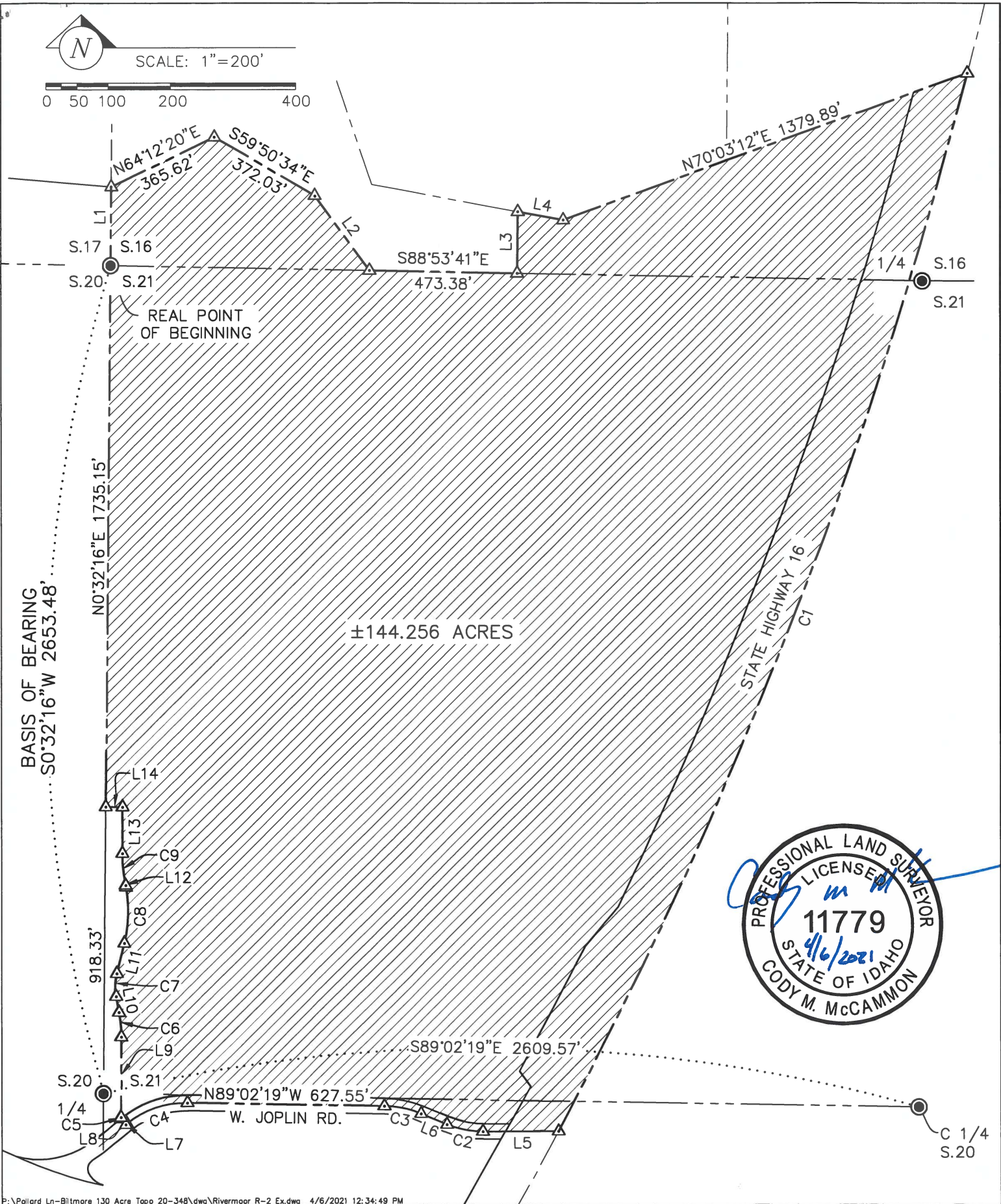
Containing 144.256 acres, more or less.

End of Description.





SCALE: 1"=200'



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

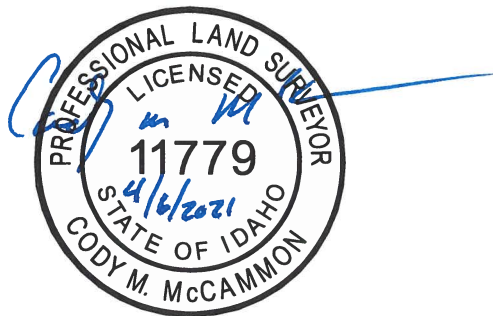
EXHIBIT DRAWING FOR
R-2 ZONE
 RIVERMOR SUBDIVISION

A PORTION OF GOVERNMENT LOTS 5 AND 6 OF SECTION 16 AND THE NW 1/4 OF SECTION 21, T.4N., R.1W., B.M., ADA COUNTY, IDAHO

JOB NO. 20-348
SHEET NO. 1 OF 2
DWG. DATE 4/6/2021

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	3645.12	15000.00	13°55'24"	S21°12'26"W	3636.16
C2	117.85	300.00	22°30'26"	N78°57'16"W	117.09
C3	121.03	325.00	21°20'15"	N78°22'11"W	120.33
C4	208.88	300.00	39°53'33"	S71°00'55"W	204.68
C5	3.87	125.00	1°46'18"	N1°12'06"E	3.86
C6	78.61	425.00	10°35'52"	N4°58'59"W	78.50
C7	73.95	175.00	24°12'37"	N1°49'23"E	73.40
C8	187.07	425.00	25°13'10"	N1°19'06"E	185.56
C9	96.76	475.00	11°40'16"	N5°27'21"W	96.59

LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°32'09"E	251.93
L2	S35°52'58"E	296.31
L3	N0°36'59"E	197.25
L4	S79°26'49"E	146.84
L5	S89°47'31"W	239.79
L6	N67°42'04"W	91.38
L7	S51°04'08"W	4.55
L8	N38°55'52"W	25.00
L9	N0°18'57"E	257.36
L10	N10°16'55"W	51.83
L11	N13°55'41"E	99.90
L12	N11°17'29"W	6.21
L13	N0°22'47"E	148.81
L14	N89°28'18"W	54.01



P:\Pollard Ln-Biltmore 130 Acre Topo 20-348\dwg\Rivermoor R-2 Ex.dwg 4/6/2021 12:35:05 PM



**IDAHO
SURVEY
GROUP, LLC**

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

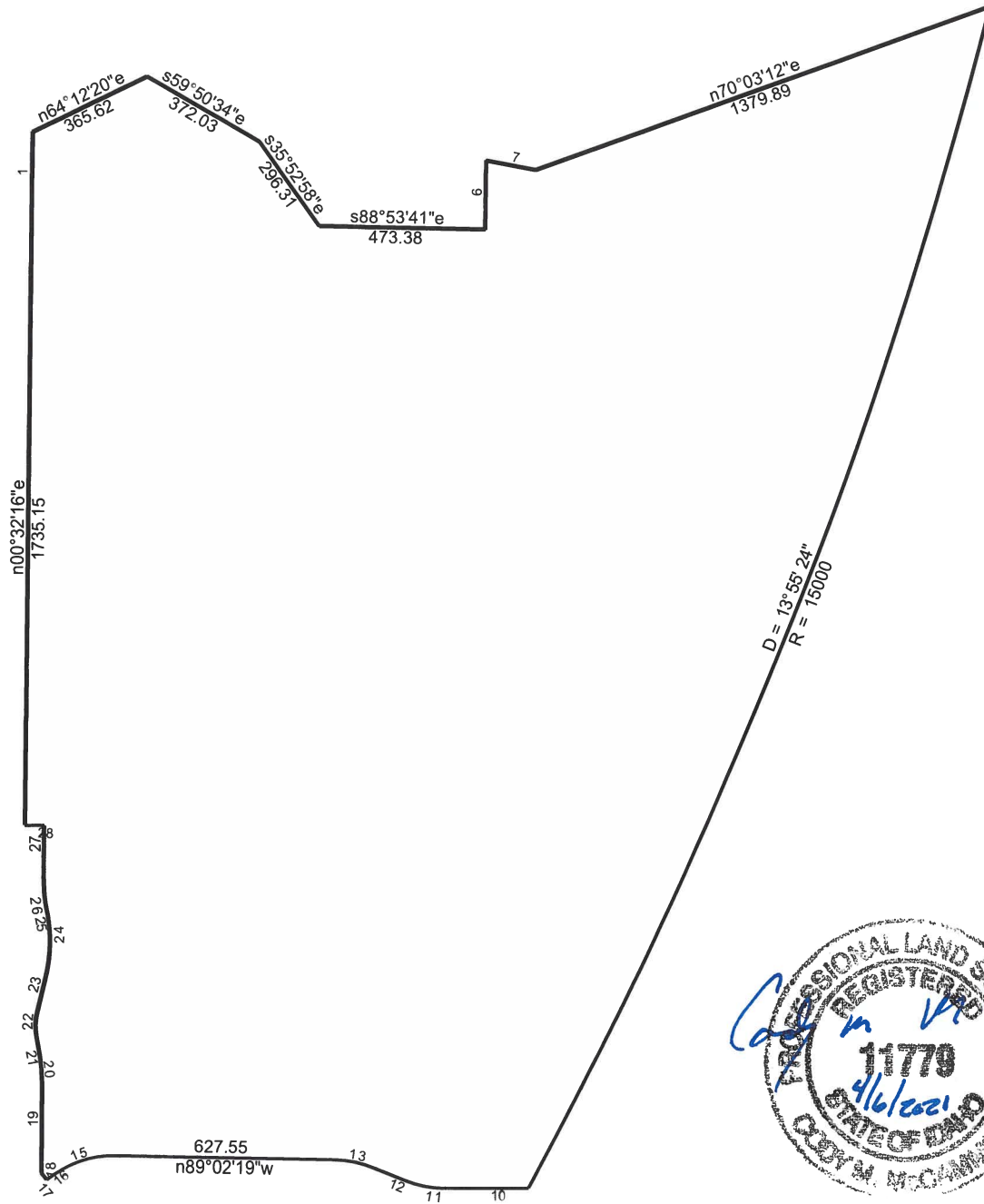
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R-2 ZONE
RIVERMOOR SUBDIVISION

A PORTION OF GOVERNMENT LOTS 5 AND 6 OF SECTION 16 AND THE NW 1/4 OF
SECTION 21, T.4N., R.1W., B.M., ADA COUNTY, IDAHO

JOB NO.
20-348

SHEET NO.
2 OF 2

DWG. DATE
4/6/2021



4/6/2021

Scale: 1 inch= 500 feet File: COS R-2 Zone.ndp

Tract 1: 144.2562 Acres, Closure: n53.3403e 0.01 ft. (1/999999), Perimeter=11358 ft.

- | | |
|--|---|
| 01 n00.3209e 251.93 | 18 Lt, r=125.00, delta=001.4618, chord=n01.1206e 3.86 |
| 02 n64.1220e 365.62 | 19 n00.1857e 257.36 |
| 03 s59.5034e 372.03 | 20 Lt, r=425.00, delta=010.3552, chord=n04.5859w 78.50 |
| 04 s35.5258e 296.31 | 21 n10.1655w 51.83 |
| 05 s88.5341e 473.38 | 22 Rt, r=175.00, delta=024.1237, chord=n01.4924e 73.40 |
| 06 n00.3659e 197.25 | 23 n13.5541e 99.91 |
| 07 s79.2649e 146.84 | 24 Lt, r=425.00, delta=025.1310, chord=n01.1906e 185.56 |
| 08 n70.0312e 1379.89 | 25 n11.1727w 6.21 |
| 09 Rt, r=15000.00, delta=013.5524, chord=s21.1226w 3636.16 | 26 Rt, r=475.00, delta=011.4016, chord=n05.2721w 96.59 |
| 10 s89.4731w 239.79 | 27 n00.2247e 148.81 |
| 11 Rt, r=300.00, delta=022.3026, chord=n78.5716w 117.09 | 28 n89.2818w 54.01 |
| 12 n67.4204w 91.38 | 29 n00.3216e 1735.15 |
| 13 Lt, r=325.00, delta=021.2015, chord=n78.2211w 120.33 | |
| 14 n89.0219w 627.55 | |
| 15 Lt, r=300.00, delta=039.5333, chord=s71.0055w 204.68 | |
| 16 s51.0408w 4.55 | |
| 17 n38.5552w 25 | |

**DEVELOPMENT AGREEMENT
RIVERMOOR SUBDIVISION**

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 RAMA Group, LLC, Bobak Family Trust, and Edmonds Groves Lane Holdings, Inc., hereinafter referred to as "Owners".

WHEREAS, Owners own parcels of land of approximately 130.51 acres (144.26 acres as annexed) in size, currently located within Ada County, zoned RUT and more particularly described in **Exhibit A** of Ordinance 341, which is attached hereto and incorporated by reference herein (the "Property");

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

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, and Star City Code 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, Owners desire to be assured that it may proceed with allowing its Property to be rezoned in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designations for various parcels within the Property to be rezoned in accordance with this Agreement;

WHEREAS, Owner filed with the City of Star, a Request for Annexation and Rezone of the Property and Zoning of R-2-DA, as File No. AZ-21-06, so that the City can review all the applications affecting the use and development of the Property in an integrated manner consistent with the City's Comprehensive Plan and Land Use Ordinances;

WHEREAS, the intent of this Agreement is to protect the rights of Owner's use and enjoyment of the Property while at the same time mitigating any adverse impacts of the development upon neighboring properties and the existing community and ensuring the Property is developed in a manner consistent with City Ordinances;

THEREFORE, the City and Owner, for and in consideration of the mutual covenants, duties and obligations herein set forth, hereby agree as follows:

Section 1. Legal Authority. This Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Star City Code, Title 8, Chapter 1.

Section 2. Development/Uses/Standards.

2.1 Development Acreage and Uses Permitted. As to the Parcel shown on **Exhibit A**, Owner is allowed to develop approximately 130.51 acres as follows:

- Zoning Classification: The zoning classification shall be a R-2-DA.
- The Owner shall comply with all city ordinances relating to the property except as otherwise provided herein.

2.2 Site Design. The Preliminary Plat/Concept Plan, as set forth in **Exhibit B**, is hereby approved.

2.3 Home Designs. The elevations illustrated in **Exhibits C thru F** are examples of building types requested by the applicant.

2.4 Uses. The development is hereby approved for a maximum of 252 single-family residential lots.

2.5 Setbacks. The development shall follow the setbacks required in the R-2 zoning district for the Residential Uses except as follows, as approved by Council*:

- Side Yard Setbacks within the development to be 5 feet per story, except for Lots 19-31, Block 1, which will have 10-foot setbacks.
- Front Yard Setbacks to be 15' to the living area, 20' to the garage measured from the edge of the driveway.
- Rear Yard Setbacks on Lots 19-31 to be 50 feet.

*Lot numbers based on approved Preliminary Plat

2.6 Additional Requirements:

- Lots 8, and 10-13, Block 6, as they appear on the approved preliminary plat, shall be limited to one-story homes.
- Subdivision approved for Private Streets with a Privacy Gate.
- Single-Story Homes only on Lots 19-28, Block 1.
- Community to comply with Dark Sky Ordinance for all lighting.
- All ponds in the subdivision shall be prohibited from any motorized vehicles.
- Gravel extraction to create the ponds shall be limited to a maximum of 2 years.
- Lot 1, Block 1 will have a new, undulating berm installed at 6'-8' in height and will be incorporated into and matching the existing Stonebriar berms and landscaping located on the western boundary of the subdivision. Applicant shall coordinate with Staff regarding locations and heights of berms. All

landscaping maintenance shall be the responsibility of the Rivermoor HOA. Stonebriar HOA to provide access for maintenance.

- Fencing shall include open rail fencing adjacent to internal open space, solid fencing between shared residential lots within Rivermoor, a six (6) foot high solid fence adjacent to Stonebriar Subdivision Lots 22-31, and a six (6) foot high wrought iron/open style fence located at the eastern toe of the berm along Lot 1, Block 1. Fencing shall be coordinate with Staff for location and style.
- Access to Stonebriar Subdivision from Rivermoor will be limited to one (1) emergency access with no other vehicle, pedestrian or animal access. Developer shall install an emergency gate that limits non-emergency vehicle, pedestrian and animal access and shall coordinate type with Staff and the Fire District.
- Other than the new emergency only access, the Developer shall abandon all existing pedestrian and vehicular easements and adjust eastern property line along Stonebriar Lane.
- Provide streetlight at the entrance to the subdivision off Joplin Road.
- Meet ACHD final report requirements as approved by the District.

2.7 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 \$294,168.00 traffic mitigation fee determined, or as may be revised, by the Idaho Transportation Department as follows: the Developer will pay the City \$1,167.33 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.

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

2.9 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/Permission of Property Owner. Owner shall provide an affidavit or notarized signature agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code section 67-6511A and Star Zoning Ordinance and such affidavit is incorporated herein by reference.

Section 4. Default. The failure of Owner, its heirs or assigns or subsequent 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 to its prior, or similar 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, or similar zoning designation 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. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property and shall run with the land. This Agreement shall be binding on the City and Owner, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns: provided, however, that if all or any portion of the Property is divided, each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

Section 7. General Matters.

7.1 Amendments. Any alteration or change to this Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67- 6509, as required by Star City Code.

7.2 Paragraph Headings. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or 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 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(s): RAMA Group, LLC
Kevin Amar, Manager
1580 W. Cayuse Creek Drive
Meridian, Idaho 83646

Bobak Family Trust
Lisa Anne Bobak Trustee
736 Puerto Real Court
Las Vegas, Nevada 89138-4602

Edmond Groves Land Holdings, Inc.
Richard C. Groves, President
6223 N. Discovery Way Suite 100
Boise, Idaho 83713

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 _____, 2021.

Trevor A. Chadwick, Mayor

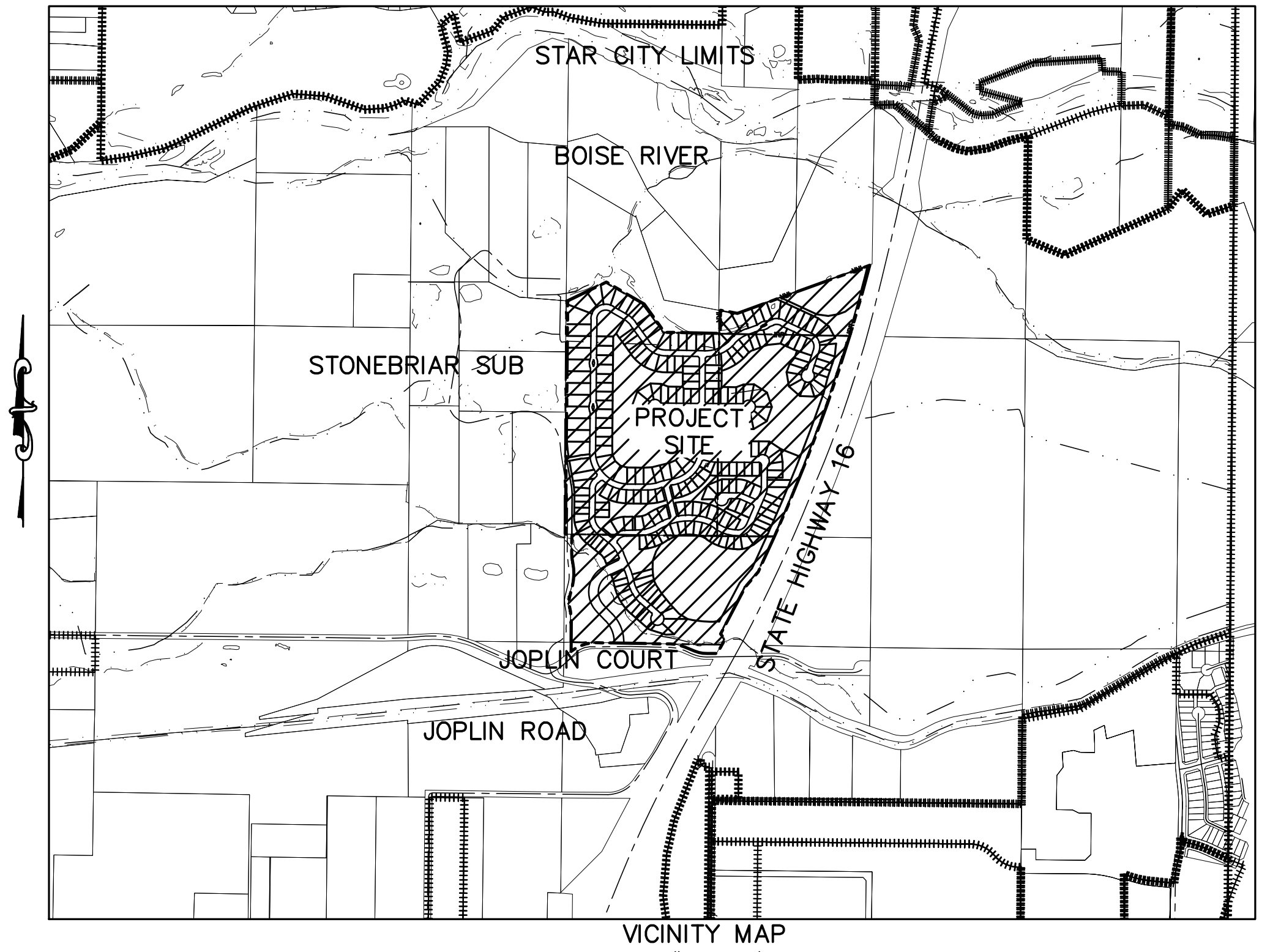
ATTEST:

Jacob M. Qualls, City Clerk

EXHIBIT B

PRELIMINARY PLAT FOR RIVERMOOR SUBDIVISION

LOCATED IN GOVERNMENT LOTS 5 AND 6 OF SECTION 18 AND THE NW 1/4 OF SECTION 21 TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN STAR, ADA COUNTY, IDAHO 2021



PLAN SHEET INDEX

- | SHEET | DESCRIPTION |
|-------|--|
| PP-1 | COVER SHEET, INDEX, COMMON LOT TABLE, NOTES & VICINITY MAP |
| PP-2 | PRELIMINARY PLAT & STREET DETAILS |
| PP-3 | CONCEPTUAL ENGINEERING PLAN, STREET DETAILS & CURVE TABLES |
| PP-4 | CONCEPTUAL SEWER PROFILES & PARCEL TABLE |

NOTES

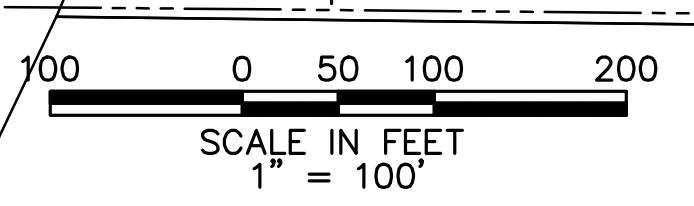
- STAR SEWER AND WATER DISTRICT SEWER SERVICES SHALL BE EXTENDED TO ALL LOTS.
- THE SUBJECT PROPERTY DOES NOT FALLS WITHIN A FEMA FLOOD HAZARD ZONE. REFERENCE FIRM PANEL 16001C040J EFFECTIVE JUNE 18, 2020
- ALL LOTS SHALL HAVE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, STREET LIGHTS, IRRIGATION AND LOT DRAINAGE OVER THE 12 (TWELVE) FEET ADJACENT TO ANY PUBLIC STREET. ALL LOTS SHALL HAVE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE OVER THE 12 (TWELVE) FEET ADJACENT TO THE REAR LOT LINE. EXCEPT AS OTHERWISE SHOWN, THERE SHALL BE A 6 (SIX) FOOT PUBLIC UTILITY, IRRIGATION AND LOT DRAINAGE EASEMENT ADJACENT TO ANY LOT LINE NOT ADJACENT TO A PUBLIC STREET.
- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF THE CITY OF STAR AT THE TIME OF SUBDIVISION APPROVAL.
- THE DEVELOPER SHALL PROVIDE PRESSURIZED IRRIGATION WATER TO EACH LOT. THE IRRIGATION SYSTEM SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER. ALL LOTS IN THIS SUBDIVISION WILL BE SUBJECT TO ASSESSMENTS OF THE NEW DRY CREEK DITCH COMPANY.
- THERE IS A 30' ITD EASEMENT ADJACENT TO HIGHWAY 16 AS SHOWN.
- STORM DRAINAGE SHALL BE RETAINED ON SITE THROUGH SURFACE DRAINAGE PIPES AND/OR SUBSURFACE INFILTRATION FACILITIES AS APPROVED BY ACDHD.
- COMMON LOTS ARE TO BE OWNED AND MAINTAINED BY THE SUBDIVISION HOMEOWNERS ASSOCIATION OR ITS ASSIGNS.
- ALL EXISTING STRUCTURES WILL BE REMOVED PRIOR TO DEVELOPMENT OF THE PHASE CONTAINING THE STRUCTURE.
- DEVELOPMENT OF THIS PROPERTY SHALL BE IN CONFORMANCE WITH STAR CITY CODE OR AS PURSUANT TO THE DEVELOPMENT AGREEMENT ASSOCIATED WITH RZ-XX-20 OR ANY SUBSEQUENT MODIFICATIONS.
- THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM, WHICH STATES "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL, OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE CITY OF STAR ZONING CODE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED.

PLAT LEGEND

- PROPOSED FIRE HYDRANT
- STREET LIGHT
- EXISTING CONTOUR
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- LOT LINE
- ROAD CENTERLINE
- ROLLED CURB/GUTTER AND SIDEWALK
- LOT NUMBER
- LOT AREA
- BLOCK NUMBER
- STREET NAME
- HANDICAP RAMP

SURVEY LEGEND

- FOUND BRASS CAP
-
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- SECTION LINE



Lot	Area	Common Lots
BLOCK 1 Lot 1 OPEN	231541	COMMON OPE
BLOCK 1 Lot 2 OPEN	1716	BUFFER
BLOCK 1 Lot 15 OPEN	6016	EMERG ACCESS
BLOCK 1 Lot 20 OPEN	4368	COMMON OPE
BLOCK 1 Lot 51 OPEN	7500	LEWS ACCESS
BLOCK 1 Lot 62 OPEN	232021	COMMON OPE
BLOCK 1 Lot 63 OPEN	158647	FLOODWAY
BLOCK 1 Lot 80 OPEN	24510	COMMON OPE
BLOCK 1 Lot 81 OPEN	407831	OPEN WATER
BLOCK 1 Lot 108 SD	12602	COMMON DRA
BLOCK 1 Lot 119 OPEN	29647	COMMON OPE
BLOCK 1 Lot 145 OPEN	65506	CLUBHOUSE
BLOCK 1 Lot 156 OPEN	23772	COMMON OPE
BLOCK 1 Lot 166 OPEN	1536	BUFFER
BLOCK 1 Lot 167 OPEN	213980	COMMON OPE
BLOCK 1 Lot 168 OPEN	460791	OPEN WATER
BLOCK 1 Lot 300 OPEN	7500	COMMON OPE
BLOCK 2 Lot 1 OPEN	39126	COMMON OPE
BLOCK 2 Lot 29 SD	9691	COMMON SD
BLOCK 2 Lot 45 SD	11620	COMMON SD

CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	2782.43	14850.00	10°44'08"	S20°02'27"W	2778.36
C2	624.10	14850.00	2°24'29"	S19°50'38"W	624.05
C3	1822.31	14850.00	7°01'52"	S20°33'48"W	1821.17
C4	336.02	14850.00	1°17'47"	S24°43'37"W	336.01
C5	108.03	275.00	22°30'26"	N78°57'16"W	107.33
C6	130.34	350.00	21°20'15"	N78°22'11"W	129.59
C7	228.28	325.00	39°53'33"	S71°00'50"W	221.74
C8	3.87	125.00	1°44'01"	N11°02'07"W	3.86
C9	78.41	425.00	10°35'52"	N45°58'59"W	78.50
C10	73.95	175.00	24°12'37"	N1°49'24"E	73.40
C11	187.07	425.00	25°13'10"	N1°19'06"E	185.56
C12	96.76	475.00	11°40'18"	N52°21'21"W	96.59

DEVELOPMENT FEATURES

- ACREAGE**
- TOTAL PARCEL - 130.51 ACRES
- TOTAL LOTS - 274
- TOTAL DWELLING UNITS - 251
- BUILDABLE LOTS - 87
- RESIDENTIAL - 252
- COMMON LOTS - 22
- DENSITY DU/RAC - 1.92
- MINIMUM LOT SIZE - 7,300 sf
- AVERAGE LOT SIZE - XXXX sf
- OPEN SPACE REQUIRED: 15%
- TOTAL OPEN SPACE PROVIDED: 53.76 ac - 41%
- ZONING**
- EXISTING - RUT
- PROPOSED - R-2
- SEWAGE DISPOSAL**
- STAR SEWER AND WATER DISTRICT
- WATER SUPPLY**
- STAR SEWER AND WATER DISTRICT
- CITY**
- STAR CITY

SCHOOL DISTRICT

WEST ADA

FIRE DISTRICT

STAR

IRRIGATION DISTRICT

EUREKA WATER CO

OWNERS

RAMA GROUP, LLC
1580W CANYON CREEK DR
MERIDIAN, ID 83646

DEVELOPER

KEVIN AMAR
BALTIMORE COMPANY
9415 CANYON CREEK
MERIDIAN, ID 83646

ENGINEER

DAVID A. BAILEY, P.E.
DAILEY ENGINEERING, INC.
1119 E. STATE ST., SUITE 210
EAGLE, ID 83616
208-698-0013

PLANNER/CONTACT

KENT BROWN
PLANNING SERVICES
3161 SPRINGWOOD DR
MERIDIAN, ID 83646
208-871-6842

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
402 N. WINDSOR LANE
BOISE, ID 83724
TEL: 208-698-0013
WWW.BAILEYENGINEERING.COM

CHECKED BY:
DAVID A. BAILEY, P.E.
DRAWN BY:
DAN OLES

PRELIMINARY PLAT

RIVERMOOR SUBDIVISION

B O I L D I N G

DATE:

03-28-2021

PROJECT:

C2020-020

SHEET

PP-1

Exhibit C – 2 Story Home Elevations



Exhibit D – 2 Story Home Elevations



Exhibit E – 2 Story Home Elevations



Exhibit F – Single Story Home Elevations

