

ORDINANCE NO. 352
(ROOSTER HOLLOW SUBDIVISION REZONE)

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR; MORE SPECIFICALLY LOCATED AT 6794 W. STATE STREET (HWY 44); CANYON COUNTY PARCELS R3401500000 & R3401501000, IN STAR, IDAHO; REZONING THE PROPERTY FROM MIXED-USE (MU-DA) TO COMMERCIAL (C-2-PUD-DA) AND RESIDENTIAL (R-5-PUD-DA) WITH A DEVELOPMENT AGREEMENT: THE PROPERTIES ARE OWNED BY DON E. BODIFORD AND BARBARA BODIFORD AND CONTAINS APPROXIMATELY 14.38 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 Canyon 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 October 12, 2021, and determined that the requested change in zoning classification should be granted, and that the property should be rezoned Commercial with a Development Agreement (C-2-DA) and Residential with a Development Agreement (R-5-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”, 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 Commercial with a Development Agreement (C-2-DA), and Residential with a Development Agreement (R-5-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 Commercial with a Development Agreement (C-2-DA) and Residential with a Development Agreement (R-5-DA) land use classifications.

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 _____, 2021.

CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

EXHIBIT A

SILVER STAR DEVELOPMENT LLC
0 HWY 44
STAR, ID 83669

BASIS OF BEARING
N89°52'38"W - 1355.17'

CW 1/16
1/2" REBAR
NO CAP
CP&F #1999031809
P.O.B.
R-5 RESIDENTIAL

R34022010A0
TAMBORNINI NICOLAS A
REVOCABLE LIVING TRUST
22492 BLESSINGER RD
STAR, ID 83669

R3402201100
TAYLOR CARSON AND
NICOLE REVOCABLE TRUST
22464 BLESSINGER RD
STAR, ID 83669

R3401600000
WELLESSEFERT
22374 BLRDDINHRT RD
STAR, ID 83669

"AS NOTED"
"AS NOTED"

R

R3401700000
DELBERT L & THERESA A
ELWOOD
6926 HWY 44
STAR, ID 83669

CLEAN OUT

RY LINE

4T

R3401801000
MELVIN & LISA
JACKSON
6820 HWY 44
STAR, ID 83669

LOTS 1-6 IN THIS BLOCK
ARE LIVE-WORK UNITS

R3401801000
EDWARD R & CHERYL A
CHENEY
6852 HWY 44
STAR, ID 83669

PLS 5081

PLS 5617

R-5-PUD-DA
Zoning 9.94 acres

C-2-PUD-DA
Zoning 4.44 acres

FIRE DEPARTMENT NO-BUILD
AREA - 150' FROM ROAD -
TYPICAL

R3401900000
KELLEY FAMILY REVOCAB
LIVING TRUST
6684 HWY 44
STAR, ID 83669

P.O.B.
C-2 COMMERCIAL

LOTS 1-4 IN THIS BLOCK ARE
FOR LIGHT-MANUFACTURING

COMMERCIAL AREA
APPROX. 0.46 AC.

COMMERCIAL AREA
APPROX. 0.80 AC.

NOTE:

RESIDENTIAL AREA = 433,202 sqft. - 9.94 ac.
COMMERCIAL AREA = 193,368 sqft. - 4.44 ac.
TOTAL AREA = 626,570 sqft. - 14.38 ac.

TOTAL SINGLE FAMILY RESIDENCE LOTS = 26
TOTAL 4-PLEX LOTS = 20
TOTAL DWELLING UNITS = 46

RESIDENTIAL DENSITY = 46/9.94 ac. = 4.6 DU/AC

TOTAL LIVE/WORK UNITS = 6
TOTAL DWELLING UNITS ENTIRE SITE = 52
RESIDENTIAL DENSITY ENTIRE SITE = 52/14.38 ac. = **3.6 DU/AC**

REZONE EXHIBIT MAP FOR
ROOSTER HOLLOW SUBDIVISION
N.T.S.

ACK OF CURB
RONT OF CURB
ONCRETE SIDEWALK
RESSURE IRRIGATION
ANITARY SEWER MAINLINE
EWER SERVICE
ANITARY SEWER MANHOLE
OMESTIC WATER MAIN
ATER SERVICE
RE HYDRANT

SW 1/16
NOTHING FOUND
OR SET

**LEGAL DESCRIPTION FOR
ROOSTER HOLLOW SUBDIVISION
RESIDENTIAL AREA ZONED R-5-PUD-DA**

A parcel of land located in the Northwest 1/4 of the Southwest 1/4 of Section 12, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

BASIS OF BEARING:

The North line of the Northwest 1/4 of the Southwest 1/4 of Section 12, Township 4 North, Range 2 West, Boise Meridian, derived from found monuments and taken as North 89°52'38" West with the distance between monuments found to be 1355.17 feet.

BEGINNING at the Center West 1/16 Corner of said Section 12, Township 4 North, Range West, Boise Meridian;

Thence along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 12, South 00°46'18" West, a distance of 639.70 feet;

Thence leaving said East line, North 88°36'23" West, a distance of 688.30 feet;

Thence North 00°56'30" East, a distance of 339.28 feet;

Thence North 02°41'54" East, to a point on the North line of the Northwest 1/4 of the Southwest 1/4 of said Section 12, distance of 285.44 feet;

Thence along said North line, South 89°52'38" East, a distance of 677.70 feet to the **POINT OF BEGINNING**.

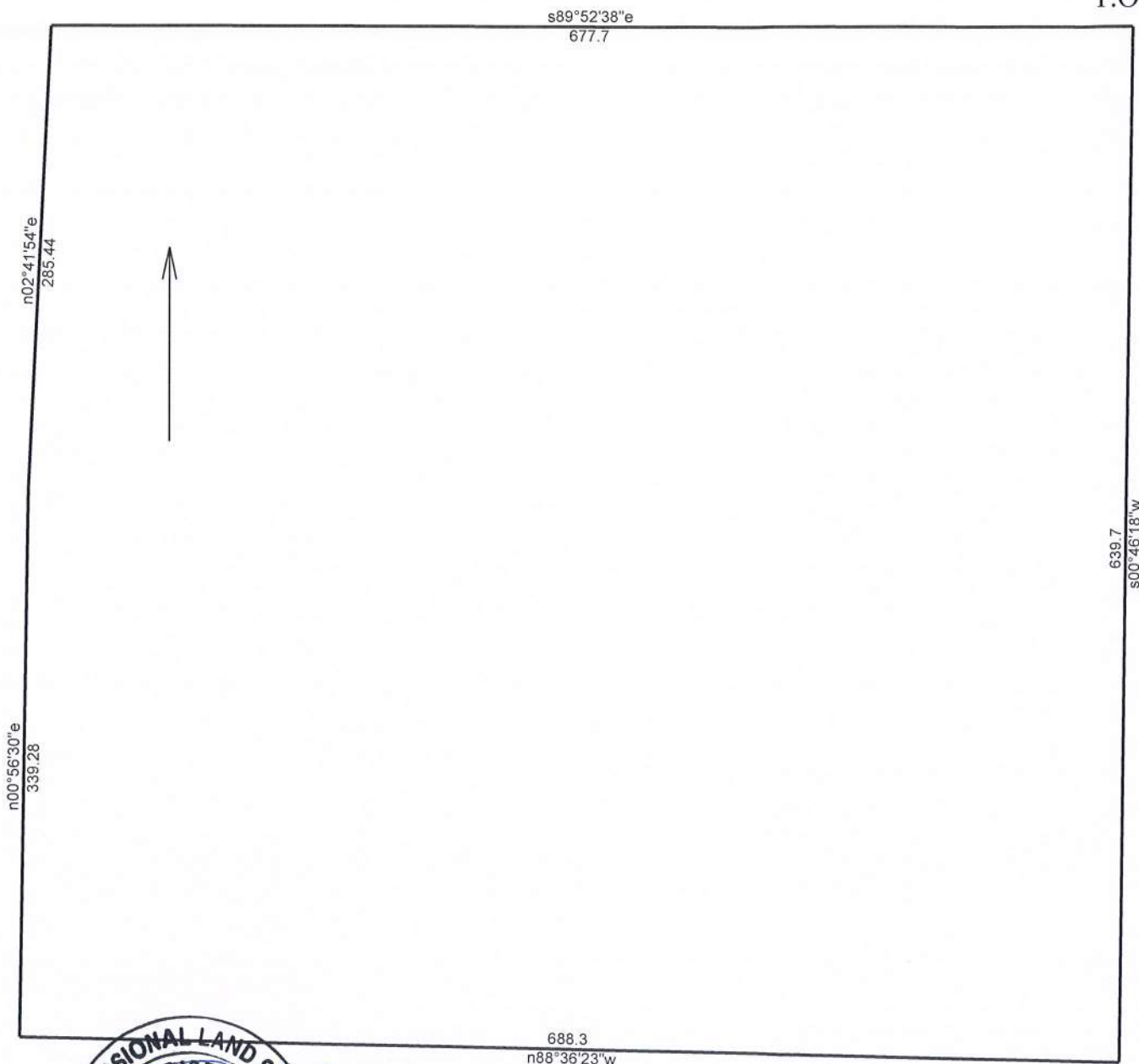
Said Parcel containing 433,202 square feet or 9.94 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION.

Kenneth H. Cook, P.L.S. 9895
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687



P.O.B.



6/2/2021

Scale: 1 inch= 100 feet

File: RESIDENTIAL AREA ZONED R-5.ndp

Tract 1: 9.9449 Acres (433201 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/762486), Perimeter=2630 ft.

- 01 s00.4618w 639.7
- 02 n88.3623w 688.3
- 03 n00.5630e 339.28
- 04 n02.4154e 285.44
- 05 s89.5238e 677.7

**LEGAL DESCRIPTION FOR
ROOSTER HOLLOW SUBDIVISION
COMMERCIAL AREA ZONED C-2-PUD-DA**

A parcel of land located in the Northwest 1/4 of the Southwest 1/4 of Section 12, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

BASIS OF BEARING:

The North line of the Northwest 1/4 of the Southwest 1/4 of Section 12, Township 4 North, Range 2 West, Boise Meridian, derived from found monuments and taken as North 89°52'38" West with the distance between monuments found to be 1355.17 feet.

BEGINNING at a point on the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 12, Township 4 North, Range 2 West, Boise Meridian from which the Center West Corner of said Section 12 bears North 00°46'18" East a distance of 639.70 feet;

Thence along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 12, South 00°46'18" West, to a point on the North Right-of-Way line of State Highway 44, a distance of 482.04 feet;

Thence along said Right-of-Way line, from a tangent which bears North 80°27'32" West, along curve to the right with a radius of 6,815.49 feet, and having a central angle of 03°43'37" an arc length of 443.34 feet with a chord bearing of North 78°35'43" West, and a chord distance of 443.26 feet;

Thence leaving said Right-of-Way line, North 01°24'26" East, a distance of 404.95 feet;

Thence South 88°36'23" East, a distance of 431.18 feet to the **POINT OF BEGINNING**.

Said Parcel containing 193,368 square feet or 4.44 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION.

Kenneth H. Cook, P.L.S. 9895
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687



s88°36'23"e
431.18

P.O.B.

n01°24'26"e
404.95

482.04
s00°46'18"w

A = 443.34
R = 6815.49



6/2/2021

Scale: 1 inch= 60 feet

File: COMMERCIAL AREA ZONED C-2.ndp

Tract 1: 4.4391 Acres (193367 Sq. Feet), Closure: n36.2322w 0.01 ft. (1/197675), Perimeter=1762 ft.

01 s00.4618w 482.04

02 Rt, r=6815.49, delta=003.4337, arc=443.34, chord=n78.3543w 443.25

03 n01.2426e 404.95

04 s88.3623e 431.18

DEVELOPMENT AGREEMENT ROOSTER HOLLOW 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 Don E. Bodiford and Barbara Bodiford, hereinafter referred to as "Owner" and 6794 SH44, LLC, hereinafter referred to as "Developer".

WHEREAS, Owner owns a parcel of land of approximately 14.38 acres in size, currently located within Canyon County, zoned Commercial and more particularly described in **Exhibit A** of Ordinance 352, which is attached hereto and incorporated by reference herein (the "Property");

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

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

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

WHEREAS, Owner desires to be assured that it may proceed with allowing its Property to be rezoned in accordance with this Agreement;

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

WHEREAS, Owner filed with the City of Star, a Request for Rezone of the Property and Zoning of C-2-PUD-DA & R-5-PUD-DA, as File No. RZ-21-03/DA-21-18, 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 14.38 acres as follows:

- Zoning Classification: The zoning classification shall be a C-2-PUD-DA and R-5-PUD-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 Uses. The development is hereby approved for a Planned Unit Development for Commercial, Light Industrial and Residential with a maximum of 46 single-family dwellings.

2.4 Setbacks. The development shall follow the setbacks required in the C-2 and R-5 zoning district for the Commercial and Residential Uses (as approved by Council). Council approved 0-lot line side yard setbacks for the dwellings.

2.5 Additional Requirements:

- Open space shall meet minimum requirements for the UDC.
- Lighting shall be consistent with the Dark Sky/Fugitive Lighting requirements of the UDC. Architectural guidelines shall be established for all uses in the development.
- The residential streets shall be public unless a waiver is granted by CHD4 for the design standards. If this is not possible, the streets shall be allowed to be private.

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 traffic mitigation fee determined, or revised, by the Idaho Transportation Department as follows: the Developer will pay the total fee determined by ITD at final plat for the residential portion of the development and individually for the commercial uses prior to issuance of individual building permits. 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 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.

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

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

Section 7. General Matters.

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

7.2 Paragraph Headings. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or 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, Idaho 83669

Owner: Don E. Bodiford & Barbara Bodiford
10081 N. Palisades Way
Garden City, Idaho 83714

Developer: 6794 SH44, LLC
Adam D Barker
13945 W. Wainwright Drive Suite 106
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

OWNERS:

Don E. Bodiford

Barbara Bodiford

STATE OF _____)
 _____) ss.
 County of _____)

On this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for said state, personally appeared Don E. Bodiford and Barbara Bodiford, known or identified to me to be the persons who subscribed their names to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public for State of _____
Residing at: _____
My Commission Expires: _____

DEVELOPER:

6794 SH44, LLC
Adam D Barker, Registered Agent

STATE OF _____)
 _____) ss.
 County of _____)

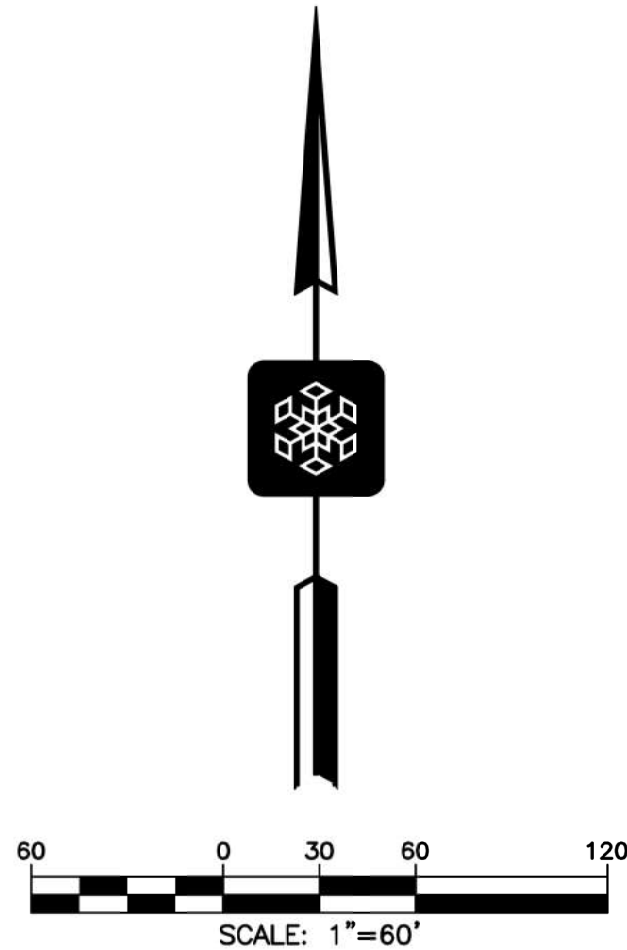
On this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for said state, personally appeared Adam D. Barker, known or identified to me to be the person who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public for State of _____
Residing at: _____
My Commission Expires: _____

[DATE: 10/12/2021 9:04 AM] [AUTHOR: csmarda] [PLOTTER: Adobe PDF] [STYLE: BLD Bw.ctb]
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W1/4
5/8" REBAR
ILLEGIBLE
CP&F #2003069994



- LEGEND**
- FOUND 1/2" REBAR "AS NOTED"
 - FOUND 5/8" REBAR "AS NOTED"
 - ▲ COMPUTED POINT
 - ELECTRICAL BOX
 - ELECTRICAL METER
 - GAS MARKER
 - MAG NAIL
 - PIPE INVERT
 - PIPE TOP
 - ⊙ POWER POLE
 - ⊙ SPIGOT
 - SANITARY SEWER CLEAN OUT
 - ADJOINER
 - BOUNDARY LINE
 - CEN — CEN — CENTERLINE
 - CON — CON — CONCRETE LINE
 - EP — EP — EDGE OF PAVEMENT
 - F — F — FENCE
 - FL — FL — FLOW LINE
 - TDR — TDR — TREE DRIP LINE
 - TOE — TOE — TOE OF SLOPE
 - TOB — TOB — TOP OF BANK
 - TOP — TOP — TOP OF SLOPE

NOTE:
RESIDENTIAL AREA = 433,202 sqft. - 9.94 ac.
COMMERCIAL AREA = 193,368 sqft. - 4.44 ac.
TOTAL AREA = 626,570 sqft. - 14.38 ac.

TOTAL SINGLE FAMILY RESIDENCE LOTS = 26
TOTAL 4-PLEX LOTS = 20
TOTAL DWELLING UNITS = 46

RESIDENTIAL DENSITY = 4.6 DU/AC

TOTAL LIVE/WORK UNITS = 6
TOTAL DWELLING UNITS ENTIRE SITE = 52
RESIDENTIAL DENSITY ENTIRE SITE = 52/14.38 AC = **3.6 DU/AC**

PUD SITE PLAN & PRELIMINARY PLAT FOR ROOSTER HOLLOW SUBDIVISION

A PORTION OF NORTHWEST 1/4 OF THE SOUTHWEST 1/4
SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, B.M.,
CANYON COUNTY, IDAHO
-2021-

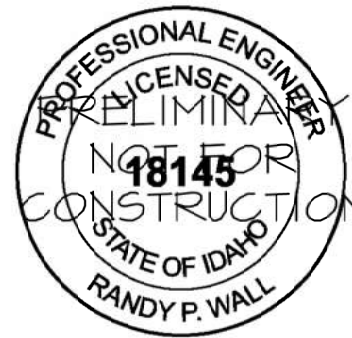
EXHIBIT B

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C1	95.11'	60.00'	90°49'08"	60.86'	85.46'	S44° 28' 04"E
C2	91.55'	60.00'	87°25'28"	57.36'	82.92'	S46° 24' 38"W
C3	94.93'	60.00'	90°38'56"	60.68'	85.33'	N44° 33' 10"W
C4	93.57'	60.00'	89°21'04"	59.32'	84.37'	N45° 26' 50"E
C7	134.73'	85.00'	90°49'08"	86.22'	121.06'	S44° 28' 04"E
C10	129.70'	85.00'	87°25'28"	81.26'	117.48'	S46° 24' 38"W
C14	134.48'	85.00'	90°38'56"	85.97'	120.89'	N44° 33' 10"W
C18	132.56'	85.00'	89°21'04"	84.04'	119.53'	N45° 26' 50"E
C23	55.48'	35.00'	90°49'08"	35.50'	49.85'	S44° 28' 04"E
C24	53.40'	35.00'	87°25'28"	33.46'	48.37'	S46° 24' 38"W
C25	55.37'	35.00'	90°38'56"	35.40'	49.78'	N44° 33' 10"W
C26	54.58'	35.00'	89°21'04"	34.61'	49.22'	N45° 26' 50"E
C27	31.42'	20.00'	90°00'49"	20.00'	28.29'	N43° 35' 59"W
C28	31.41'	20.00'	89°59'11"	20.00'	28.28'	S46° 24' 01"W
C29	31.20'	20.00'	89°22'41"	19.78'	28.13'	N43° 55' 03"W
C44	50.48'	35.00'	82°38'39"	30.77'	46.22'	S39° 54' 54"E
C53	31.42'	20.00'	90°00'49"	20.00'	28.29'	S43° 35' 59"E
C54	31.90'	20.00'	91°23'17"	20.49'	28.62'	N45° 41' 58"E
C55	31.41'	20.00'	89°59'11"	20.00'	28.28'	S46° 24' 01"W
C56	30.93'	20.00'	88°36'43"	19.52'	27.94'	N44° 18' 02"W
C57	34.47'	20.00'	98°45'27"	23.32'	30.36'	N49° 23' 03"E
C59	28.85'	20.00'	82°38'39"	17.58'	26.41'	S39° 54' 54"E
C60	86.55'	60.00'	82°38'40"	52.75'	79.24'	S39° 54' 54"E
C64	30.93'	20.00'	88°36'43"	19.52'	27.94'	N44° 18' 02"W
C65	31.42'	20.00'	90°00'00"	20.00'	28.28'	S46° 23' 37"W
C66	443.34'	6,815.49'	3°43'37"	221.75'	443.26'	N78° 35' 43"W
C82	49.82'	85.00'	33°34'58"	25.65'	49.11'	N15° 50' 59"W
C84	61.15'	85.00'	41°13'11"	31.97'	59.84'	N29° 23' 37"E
C85	59.52'	85.00'	40°07'09"	31.04'	58.31'	N70° 03' 47"E
C86	9.03'	85.00'	6°05'08"	4.52'	9.02'	N5° 44' 28"E
C87	59.52'	85.00'	40°07'09"	31.04'	58.31'	S70° 03' 47"W
C88	73.04'	85.00'	49°13'55"	38.94'	70.81'	S25° 23' 15"W
C89	13.00'	85.00'	8°45'53"	6.51'	12.99'	S3° 36' 39"E
C90	61.96'	85.00'	41°45'54"	32.43'	60.60'	S28° 52' 32"E
C91	59.52'	85.00'	40°07'09"	31.04'	58.31'	S69° 49' 04"E

NOTES:

- ALL LOT LINES COMMON TO ANY PUBLIC RIGHT OF WAY, REAR LOT LINES AND EXTERIOR BOUNDARY LINES ARE HEREBY DESIGNATED AS HAVING A PERMANENT TEN FOOT WIDE (10') EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE. THESE EASEMENTS SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
- THE INTERIOR SIDE YARD LOT LINE SHALL HAVE A FIVE FOOT (5') WIDE PERMANENT PUBLIC UTILITIES, AND PROPERTY DRAINAGE EASEMENT UNLESS DIMENSIONED OTHERWISE. SAID DRAINAGE EASEMENTS ARE RESERVED FOR HOMEOWNERS ASSOCIATION (HOA) AND ASSIGNS.
- BLOCK 2, LOT 2 IS DESIGNATED AS A PRIVATE ROADWAY.
- DIRECT VEHICULAR DRIVEWAYS AND ACCESS TO LOTS ALONG REMINGTON ROAD AND ROOSTER HOLLOW ROAD ARE PROHIBITED.
- A SEPARATE HOME OWNERS ASSOCIATION (HOA) SHALL BE ESTABLISHED FOR THE RESIDENTIAL ZONE NORTH OF REMINGTON ROAD.
- A SEPARATE PROPERTY OWNERS ASSOCIATION (POA) SHALL BE ESTABLISHED FOR THE COMMERCIAL ZONE SOUTH OF REMINGTON ROAD.
- "NO PARKING" SIGNS SHALL BE INSTALLED AS APPROVED BY THE FIRE DEPARTMENT AT ALL FLAG LOTS (BLOCK 1 LOTS 7, 18 & 24).
- A SECTION WILL BE PROVIDED IN THE THE RESTRICTIVE COVENANTS AND ENFORCED BY THE HOA THAT STATS THERE WILL BE ABSOLUTELY NO PARKING AT ANY TIME IN FLAG LOTS (BLOCK 1 LOTS 7, 18 & 24).
- A SECTION WILL BE PROVIDED IN THE RESTRICTIVE COVENANT AND ENFORCED BY THE HOA THAT STATES THERE WILL BE ABSOLUTELY NO CONSTRUCTION IN THE "FIRE DEPARTMENT NO BUILD ZONES" SHOWN ON BLOCK 1, LOTS 8, 17 & 25.
- THE "FIRE DEPARTMENT NO BUILD ZONES" SHALL BE RECORDED ON THE FINAL PLAT WITH CANYON COUNTY.
- WATER AND SEWER SERVICES SHALL BE PROVIDED BY STAR SEWER AND WATER DISTRICT.

PROFESSIONAL
ENGINEERING
SERVICES



REVISIONS		NO.	BY	DATE	REMARKS
SHEET INFO		DRAWN	CS	10/11/21	PRE-PLAT SUBMITTAL
		CHECKED	RPW	10/11/21	FIRE DEPT. REVISIONS
		APPROVED	RPW	10/12/2021	
		LAST EDIT		10/12/2021	
		PLOT DATE		10/12/21	
		SUBMITTAL		10/12/21	

ROOSTER HOLLOW SUBDIVISION

PROFESSIONAL ENGINEERING SERVICES
15 ACRE PARCEL

SHEET NUMBER

PP1.0

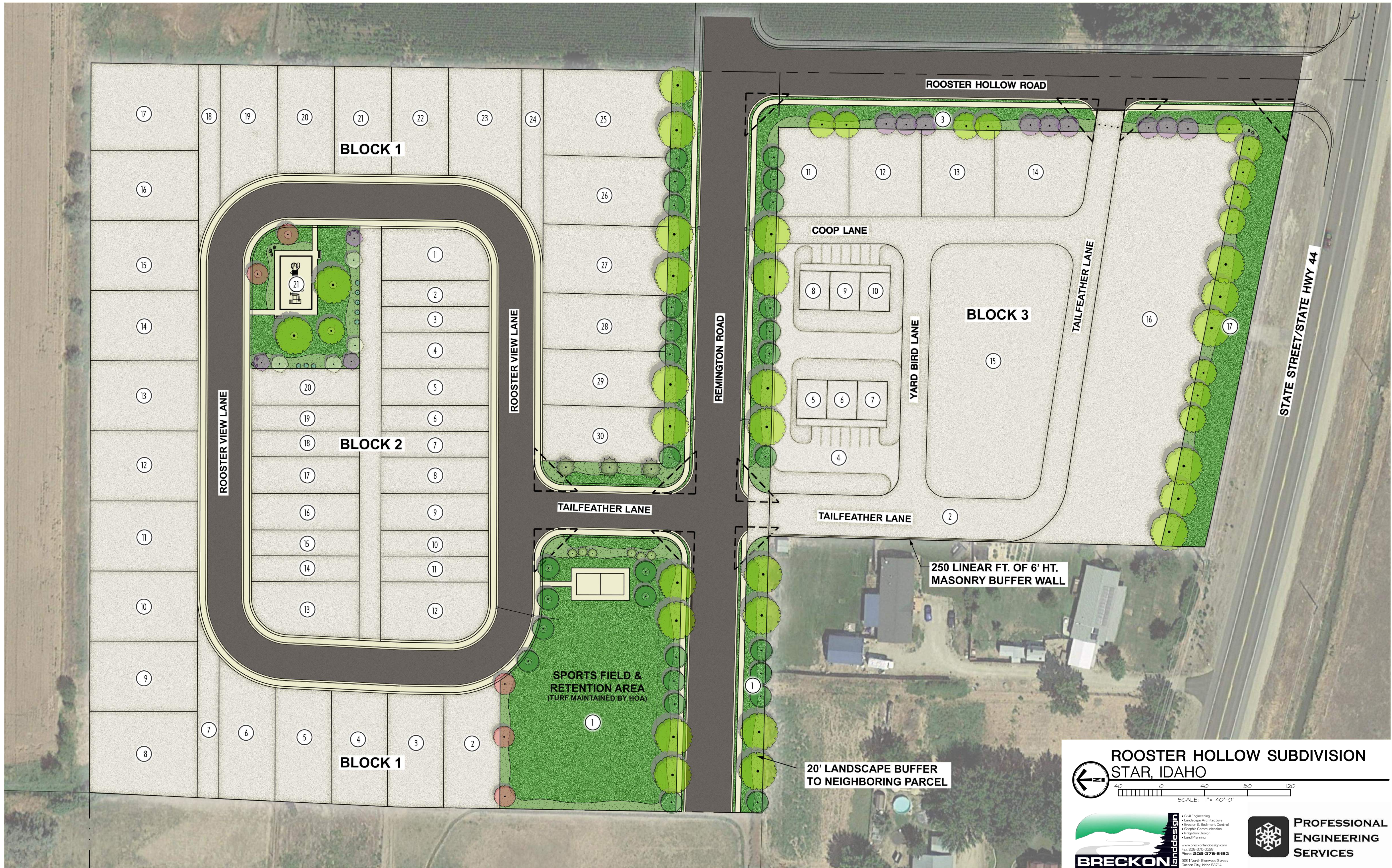
PROJECT NUMBER 20-22

DRAWING FILE NAME

21009 XPP

SCALE

1:60



ROOSTER HOLLOW SUBDIVISION
STAR, IDAHO

40 0 40 80 120
SCALE: 1" = 40'-0"

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