

ORDINANCE NO. 347-2021
(EAST STAR RIVER RANCH COMMERCIAL REZONE)

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR; MORE SPECIFICALLY ADA COUNTY PARCELS S0416212640, S0416212620, S0416212422, S0416212470 & S0416212660; REZONING THE PROPERTY FROM COMMERCIAL (C-1) TO COMMERCIAL (C-2-DA) WITH A DEVELOPOMENT AGREEMENT; THE PROPERTIES ARE OWNED BY STAR RIVER DEVELOPMENT, LLC AND CONTAIN APPROXIMATELY 24.28 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 and required by the Constitution and laws of the State of Idaho to adopt land use regulations and classifications; 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 real property described in Section 1 of this Ordinance is classified as a Commercial District (C-1) under the Unified Development Code of the City, and the owners have requested that the zoning classification be changed to a Commercial District with a Development Agreement (C-2-DA); and

WHEREAS, the Mayor and Council, held a public hearing on August 24, 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) 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 within 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, rezone 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 the City of Star Ada County, Idaho, is hereby rezoned.

Paul Larson
Date: 10/27/20
Job No.: 5717

**EXHIBIT "A"
CITY OF STAR
C-2 REZONE DESCRIPTION**

The following Describes a Parcel of Land being Tax Parcel No's. S0416212620, S0416212640, S0416212660, R8079960013, S0416212422 and S0416212470, the Right of Way of South Moyle Avenue, portions of the Right of Way of West Haig Street and State Highway 44 Right of Way lying in a portion of the West 1/2 of Section 16, Township 4 North, Range 1 West, Boise Meridian, Ada County Idaho, and more particularly described as follows:

BEGINNING at a found Aluminum Cap Marking the North 1/4 Corner of said Section 16; From which, the Northwest Corner of said Section 16 bears, North 89°32'13" West, 2,622.95 feet which is being Monumented with a found Brass Cap;

Thence along the Easterly Boundary Line of the West 1/2 of said Section 16, South 00°46'55" West, 748.74 feet to a point on the Centerline of West Haig Street;

Thence leaving said Easterly Boundary Line, and along the Centerline of West Haig Street, North 89°20'25" West, 704.75 feet to a point being on the Prolongation of the Easterly Boundary Line of Tax Parcel No. S0416212660;

Thence leaving said Centerline, and along the Easterly Boundary Line of Tax Parcel No. S0416212660, and its Prolongation, South 00°41'42" West, 130.43 feet to the Southeast Corner of said Tax Parcel;

Thence leaving said Easterly Boundary Line, and its Prolongation, and along the Southerly Boundary Line of Tax Parcel No. S0416212660, North 89°26'54" West, 604.96 feet to the Southwest Corner of said Tax Parcel;

Thence leaving said Southerly Boundary Line, and along the Westerly Boundary Lines of Tax Parcel No's. S0416212660 & S0416212640, and their Prolongations, North 00°39'26" East, 875.80 feet to a point on the Northerly Boundary Line of the West 1/2 of said Section 16;

Thence leaving said Westerly Boundary Lines, and their Prolongations, and along the Northerly Boundary Line of the West 1/2 of said Section 16, South 89°32'13" East, 1311.43 feet to the **POINT OF BEGINNING**:

The above Described Parcel of Land contains 24.28 Acres, more or less.



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), 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 as Commercial with a Development Agreement (C-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 _____, 2022.

CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

CITY OF STAR C-2 REZONE
 A PARCEL OF LAND LYING IN THE W1/2 OF SECTION 16,
 T.4N., R.1W., B.M., ADA COUNTY, IDAHO

B
17
16 1311.41'

176.60'

130.41'

BASIS OF BEARINGS:
 N 89°32'13" W 2622.95'
 S 89°32'13" E 1311.43'

1334.83'

C/L Highway 44

Point of Beginning

1"=200'

Parkstone Subdivision No. 6
 Bk.105, Pg. 14445

N 00°39'26" E 875.80'

613.82'
 Parcel "B"
 Warranty Deed
 Inst.No.2017-025076
 Tax Parcel No.S0416212640

South Moyle Avenue
 S 00°39'35" W 744.84'

TOTAL PARCEL
 AREA=
 24.28 Acres
 Parcel "A"
 Warranty Deed
 Inst.No. 2017-025076
 Tax Parcel
 No.S0416212620

Parcel "D" Warranty Deed Inst.No. 2017-025076
 Tax Parcel No.R8079980013

Tax Parcel No.S0416212422
 "Not a Part"

Tax Parcel
 No.S0416212470

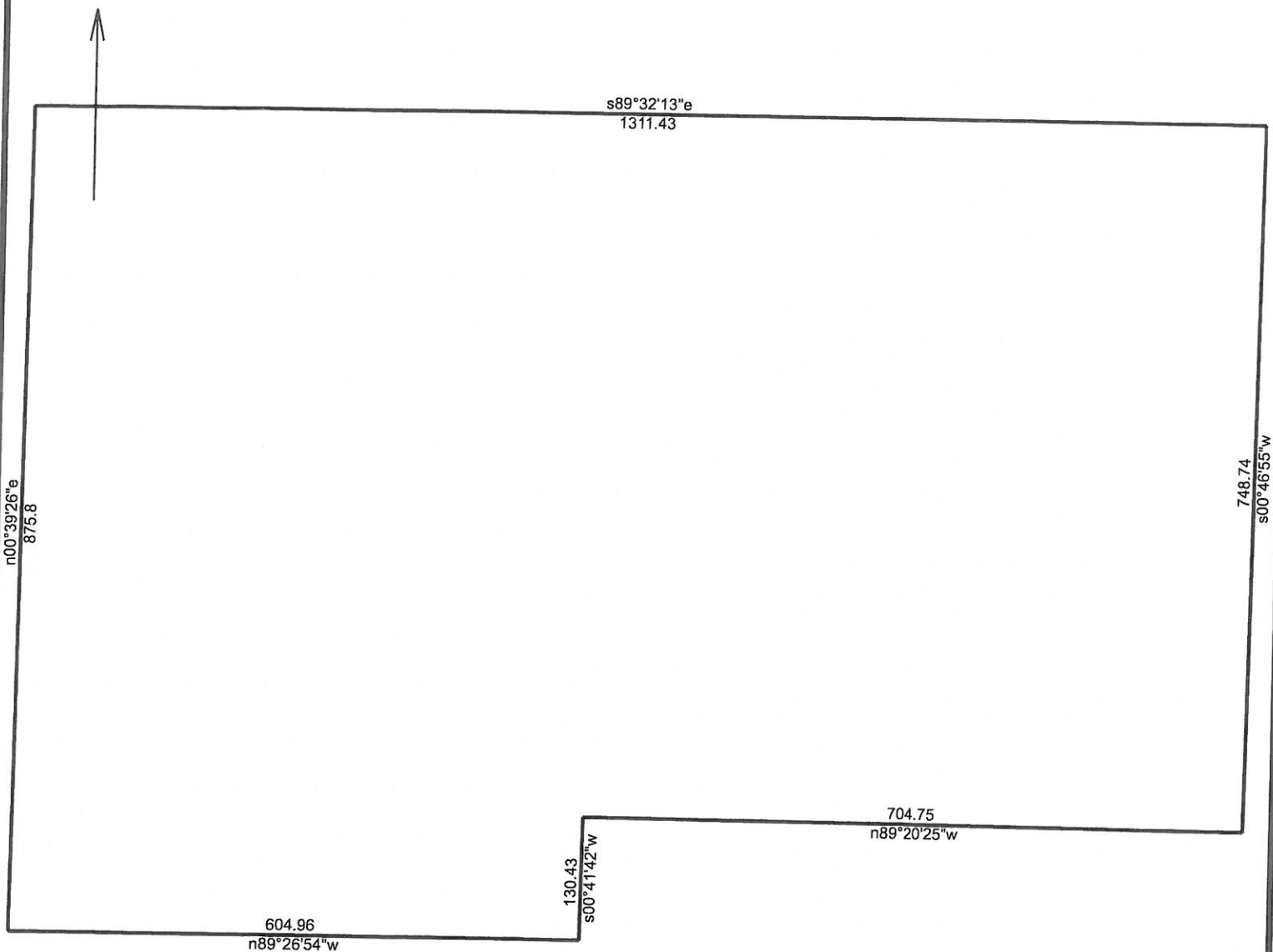
558.04'
 S 00°46'55" W 748.74'

131.57'
 S 89°20'25" E 176.64'
 R/W
 West Haig Street
 S 89°20'25" E 428.47'
 Parcel "C" Warranty Deed
 Inst.No. 2017-025076
 Tax Parcel No.S0416212660
 N 89°26'54" W 604.96'
 Springwood Subdivision
 Bk.73, Pg.7533

130.43'
 S 00°41'42" W
 R/W
 N 89°20'25" W 704.75'
 R/W
 South Calhoun Place

COMPASS LAND SURVEYING, PLLC
 623 11th Ave. South Nampa, ID 83651
 Office: (208) 442-0115 Fax: (208) 327-2106
 5717 TOPO 10/27/20
 SHEET 1 OF 1





5717 - C2 REZONE DESCRIPTION

10/27/2020

Scale: 1 inch= 170 feet | File: 5717 C2 Rezone.pdf.ndp

Tract 1: 24.2792 Acres, Closure: n17.4101e 0.01 ft. (1/541131), Perimeter=4376 ft.

- 1 s00.4655w 748.74
- 2 n89.2025w 704.75
- 3 s00.4142w 130.43
- 4 n89.2654w 604.96
- 5 n00.3926e 875.8
- 6 s89.3213e 1311.43

Recording Requested By and
When Recorded Return to:
Timothy W. Tyree
TYREE BAUER BALDNER, PLLC
618 W. Franklin St.
Boise, Idaho 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**DEVELOPMENT AGREEMENT
FOR THE
EDGEFIELD AT STAR RIVER RANCH**

This Development Agreement for the Edgefield At Star River Ranch project (“**Agreement**”) is entered into effective as of the date last written below the signature lines (the “**Effective Date**”) by and between the City of Star, a municipal corporation in the State of Idaho, hereinafter referred to as “**City**”, and Star River Development, LLC, an Idaho limited liability company, hereinafter referred to as “**Owner**”.

WHEREAS, Owner owns or has the right to develop contiguous parcels of land of approximately 54.87 acres in size, currently located within the City of Star, zoned C-1, R-8 and LO under Star Zoning Ordinance and more particularly described in Exhibit A which is attached hereto and incorporated by reference herein (the “**Property**”);

WHEREAS, portions of the Property were approved for development as neighborhood business district (C-1) and limited office (LO) with a development agreement in February of 2011 and portions of the Property were approved for development as neighborhood business district (C-1) and residential (R-8) in April of 2018, such properties being exempt from the ITD proportionate share contribution due to their grandfathered approvals;

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 at Title 8, Chapter 10, 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 re-zones;

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

WHEREAS, the parties agree to the zoning designations for various parcels within the Property as described in this Agreement.

WHEREAS, Owner filed with the City of Star Planning and Zoning Department, a Rezone and Development Agreement application, as File No. RZ-20-12/DA-20-28, 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 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:

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 10.

2. **Development/Uses/Standards – Commercial Parcels.**

(a) **Development Acreage.** As to that portion of the Property shown on Exhibit B and more particularly described on Exhibit B-1 the “**Commercial Parcel**,” Owner is allowed to develop the Commercial Parcel as follows:

(i) **Zoning Classification:** The zoning classification shall be a general business district with residential (C-2).

(ii) Except as otherwise set forth in this Agreement, Owner shall comply with the city code of the city of Star, relating to general business district development as to the commercial lots and residential development as to the dwelling lots, in effect on the date the City approves this application.

(iii) Up to 24 platted commercial lots and up to 6 platted dwelling lots are permitted within the Commercial Parcel.

(b) **Permitted Uses.** In the Commercial Parcel, the City hereby allows those uses designated as “A” or “P” in the C-2 general business district as listed on Exhibit C. In addition to the designated allowed uses, the following uses are permitted: automotive mechanical/electrical repair and maintenance; dwellings, including lofts, guesthouse/granny flat, single-family attached, single-family detached and two-family duplex; home occupation; child care facility/center serving more than six (6) but no greater than twelve (12) and serving more than twelve (12) individuals; child care-preschool/early learning; short term rentals; arts, entertainment, recreation facility; convenience store; events center, public or private (indoor/outdoor); farmers' or Saturday market; drive-through establishment/drive-up service window; and educational institution, public and private.

(c) **Conditional Uses.** Notwithstanding Section 2(b) to the contrary, the following uses are prohibited on the Commercial Parcel unless granted a conditional use permit: bar/tavern/lounge/drinking establishment; brewery/distillery; brewpub/wine tasting; building material, garden equipment and supplies; hospital (private); mortuary; nursing or residential care facility; vehicle sales or rental and services; and those uses designated as “C” in the C-2 general business district as listed on Exhibit C.

(d) **Prohibited Uses.** Notwithstanding Section 2(b) to the contrary, the following uses are prohibited on the Commercial Parcel: churches; storage facilities; and non-profit hospitals.

(e) **West of Moyle.** Notwithstanding Section 2(b) to the contrary, the following uses are prohibited on the Commercial Parcel west of Moyle Road: auto repair/maintenance; bar/tavern/lounge; equipment rental; gas station; greenhouse; hospital (excluding medical clinic); hotel/motel; mortuary; shopping center; storage facility; vehicle washing facility; woodworking shop; brewery/distillery; brewpub/wine tasting; convenience store; fabrication shop; kennel; manufacturing plant; and two-story commercial buildings.

(f) **Design.**

(i) All outdoor speakers, including drive through speakers, on commercial structures on the Commercial Parcel west of Moyle Road will be directed north or east. Outdoor speakers provided for reasonable accommodation to individuals with disabilities, such as speakers for ATMs, are exempt from this prohibition.

(ii) All roof and wall mounted mechanical, electrical, communications, and service equipment should be screened from public view from the adjacent public streets and properties by the use of parapets, walls, fences, enclosures, or by other suitable means. The fuel station/convenient store midlevel roof height shall be up to 35’ with a cupola mounted above the ridge up to 55’ in height.

(iii) Residential lots within the commercial area shall comply with the R-3 design and dimensional standards, including setbacks.

(g) **Moyle Avenue and State Highway 44 Signalization.** At the point in Owner’s development at which ACHD requires installation of the traffic signal at Moyle Avenue and State Highway 44, Owner shall enter into a signal agreement with ACHD and cause the construction of the four-way traffic signal (the “**Moyle Signal**”). Owner agrees to pay up to 35% of the Moyle Signal and dedicate right-of-way of a width sufficient for the Moyle Avenue and State Highway 44 intersection described on Exhibit B-2. ~~Pursuant to Star City Ordinance No. 285 and a credit agreement to be agreed upon between Owner and City, City agrees to collect and pay to Owner 65% of Owner’s out-of-pocket cost to design and construct the Moyle Signal and related improvements. Any right-of-way required beyond the width necessary to construct such intersection shall be a reimbursable expense of the project improvements determined at fair market value on the date of dedication. Pursuant to Star City Ordinance No. 285, City agrees to collect and pay to Owner 35% of Owner’s out-of-pocket cost to design and construct the Moyle Signal and related improvements. City will employ commercially reasonable efforts to collect and pay to Owner the amount due in the preceding sentence within 60 days after the date the City agrees or is deemed to~~

~~agree to Owner's accounting below and, if not paid within such 60 days, such amount shall include interest at the Prime Rate (as defined in Section 9(d)), which interest shall be deemed a reimbursable project expense. City will pay to Owner the amount payable pursuant to Star City Ordinance No. 285 within 15 days after receipt by the City. Pursuant to Section 2(h), City agrees to reimburse Owner for 30% of Owner's out-of-pocket cost to design and construct the Moyle Signal and related improvements plus interest at the Prime Rate. Owner's out-of-pocket cost to design and construct the Moyle Signal and related improvements shall include all study costs (not otherwise paid or reimbursed by others), permit fees, engineering fees, project management fees, insurance and bond premiums, improvements in the public right-of-way, dedication of private land (fair market value on date of dedication) in excess of the right-of-way required for the Moyle Avenue and State Highway 44 intersection described on Exhibit B-2, utility relocations, material and labor costs and cost and fees paid to ACHD or ITD associated with such improvements. Upon completion of the Moyle Signal and related improvements, Owner shall provide City with an accounting of its costs, including invoices, bids, work orders, cancelled checks or other supporting documentation. Unless City objects in writing to Owner's accounting of its costs within 30 days after receipt of Owner's accounting, Owner's accounting shall be deemed true and accurate. In the event City timely objects, City and Owner shall diligently and in good faith cooperate in the determination of Owner's costs and upon such determination shall confirm the same in writing.~~

~~(h) — **Reimbursement by City.** The City, by and through its city council and mayor, finds the reimbursement requirements set forth in this Agreement are fair and the improvements described in Section 2(g) will fairly and proportionately benefit the community of Star, Idaho. City agrees to pay to Owner 60% of all fees collected by the City for future development (including, without limitation, the fees described in Section 2(j) but excluding amounts collected under Ordinance No. 285) which may permissibly be used to reimburse Owner for all or any portion of Owner's out-of-pocket cost to design and construct the Moyle Signal and related improvements collected by the City (and limited to the amounts collected by the City) from and after the Effective Date until such time as City has paid in full the amount due Owner pursuant to Section 2(g) (other than the amount to be reimbursed pursuant to Star City Ordinance No. 285). City's first payment from fees collected will be 30 days after the calendar quarter in which the City approves or is deemed to have approved Owner's accounting for the improvements for which the reimbursement is sought and all subsequent payments will be paid on or before 30 days following the end of each calendar quarter thereafter, until such time as City has paid in full the amounts due Owner pursuant to Section 2(g) (other than the amount to be reimbursed pursuant to Star City Ordinance No. 285).~~

(i)(h) **South Moyle Extension (old Wildbranch) to Calhoun Place.** Subject to approval from and as required by ACHD, which approval Owner agrees to seek diligently and in good faith, Owner agrees to construct road, curb, gutter and sidewalk improvements to realign and extend S. Moyle Ave. to Calhoun Place (the "**South Moyle Extension**"). Owner agrees to commence construction of the South Moyle Extension, and thereafter diligently pursue completion of the construction, on or before the date Owner must commence construction of the Moyle Signal pursuant to Section 2(g). Pursuant to a credit agreement to be agreed upon between Owner and City, City agrees to collect and pay to Owner 50% of Owner's out-of-pocket cost to design and construct the South Moyle Extension~~When the land adjoining the Property seeks development approvals from the City, subject to the City's legal authority and in compliance with applicable law, City agrees as a late comers reimbursement to collect from each adjoining landowner a proportionate share to reimburse Owner for Owner's out-of-pocket cost to construct the South~~

~~Moyle Extension plus interest at the Prime Rate, for a total of up to 50% of Owner's out-of-pocket cost plus accrued interest. City will pay to Owner the amounts collected by the preceding sentence (and limited to the amounts collected by the City) on or before 30 days after collection by the City, until such time as Owner's reimbursement right is paid in full. Owner's out-of-pocket cost of the South Moyle Extension shall include all study costs (not otherwise paid or reimbursed by others), permit fees, engineering fees, project management fees, insurance and bond premiums, improvements in the public right of way, dedications of private land (fair market value on date of dedication), utility relocations, material and labor costs and cost or fees paid to ACHD associated with such improvements. Upon completion of the South Moyle Extension, Owner shall provide City with an accounting of its costs, including invoices, bids, work orders, cancelled checks or other supporting documentation. Unless City objects in writing to Owner's accounting of its costs within 30 days after receipt of Owner's accounting, Owner's accounting shall be deemed true and accurate. In the event City timely objects, Owner and City shall diligently and in good faith cooperate in the determination of Owner's cost and upon such determination shall confirm the same in writing.~~

~~(i)~~ **ITD Proportionate Share Contribution.** To compensate the City and the Idaho Transportation Department for roadway improvements not described in Sections 2(g) and 2(h) and as its proportionate share contribution to mitigate the impacts of the development permitted by this Agreement, upon the issuance of final plat (which platting may be done in phases) for all or any portion of the 264 dwelling lots newly authorized by this Agreement, Owner shall pay to City the sum of \$900 for each such dwelling lot created by such phase of the final plat (total of \$237,600). For the avoidance of doubt, the 24 platted commercial lots, one retirement home lot and one neighborhood business lot authorized by this Agreement are not dwelling lots for purposes of the preceding sentence. Except for the proportionate share contribution and the improvements described in Sections 2(g) and 2(h), Owner shall have no obligation to the City to construct, provide or contribute to public improvements to mitigate the impacts of the development permitted by this Agreement.

3. **Development/Uses/Standards – Community Residential Parcels.**

(a) **Development Acreage.** As to that portion of the Property shown on Exhibit D and more particularly described on Exhibit D-1, the “**Community Residential Parcels**,” Owner is allowed to develop the Community Residential Parcels as follows:

(i) **Zoning Classification:** The zoning classification shall be residential R-8-DA and L-O-DA (residential approved through Conditional Use Permit CU-21-01) with a community center and/or retirement home.

(ii) Except as otherwise set forth in this Agreement, Owner shall comply with the city code of the city of Star, relating to residential development as to the dwelling lots and commercial development as to the retirement/community center lots, in effect on the date the City approves this application.

(iii) Up to 261 platted lots are permitted in the Community Residential Parcels, consisting of 259 dwelling lots (attached and/or detached dwellings), one (1) retirement home lot and one (1) neighborhood business lot.

(b) **Permitted Uses.** Within the Community Residential Parcels, the City hereby allows those uses designated as “A” or “P” in the R residential district as listed on Exhibit C. In addition to the designated allowed uses, the following Conditional Use are hereby approved: dwellings, including lofts, guesthouse/granny flat, single-family attached, single-family detached, two-family duplex and secondary dwellings; church or place of religious worship; arts, entertainment, recreation facility, including clubhouse and/or fitness center; events center, public or private (indoor/outdoor); ice skating; swimming pool, commercial or public, including splash pad or water park; child care facility serving more than six (6) but no greater than twelve (12) and serving more than twelve (12) individuals; child care-preschool/early learning; retail store/retail services; restaurant; offices; retirement home; nursing or residential care facility; and healthcare and social services.

(c) **Design.**

(i) Internal driveway width shall not be less than 28’.

(ii) Setbacks.

(A) Townhouses/Patio Homes: Garage/street facing setbacks to be 4’ measured to face of curb. Side setbacks 0’ for zero-lot-lines, 5’ at end of building, 5’ at street measured to face of curb. Front setback 10’.

(B) All other setbacks to comply with the Star City Code Zoning Ordinance in effect as of the Effective Date.

(iii) All roads within the Community Residential Parcels will be private and are designated as fire lanes with no parking. Except as otherwise set forth in this Agreement, the private roads will comply with city code of the city of Star, Title 8, Chapter 4, Article D, Private Street Requirements in effect on the date the City approves this application. Ingress and egress may be controlled by gates or other access control measures. On-street parking will be prohibited except in designated parking stalls. Fire lane curbing will not be required to be painted red and “No Parking” signs will be placed throughout the development. The roads, gates or other access control measures will be owned and maintained by the owners/management association managing the Community Residential Parcels. Maintenance, repair and replacement costs will be the sole responsibility of the owners/management association subject to reimbursement from the residents of the Community Residential Parcels. Until such time as the building lots within the Community Residential Parcels are owned by more than one person or entity, there shall be no requirement to fund a reserve account for the maintenance, repair or replacement of the private roads or to conduct a reserve study.

(iv) A public trail at least eight feet in width will be constructed providing a pathway connection east/west through the Property connecting to the pathway running north/south on property adjacent to the Property. The trail will be open to the public but access to the interior portions of the Community Residential Parcels may be controlled through locked gates or other access control measures. The trail will be owned and maintained by the owners/management association managing the Community Residential Parcels. Maintenance, repair and replacement

costs will be the sole responsibility of the owners/management association subject to reimbursement from the residents of the Community Residential Parcels.

(v) The maximum height of the retirement home structure is permitted to reach from 35' to 38'-6".

(vi) A minimum of 15% of the Community Residential Parcels will be dedicated to open space including, but not limited to, the public trail, walkways, outdoor exercise stations, pond, creek, water features, outdoor benches/seating areas and landscaping.

(d) **Maintenance and Ownership Responsibilities.** Subject to the terms of this Agreement, Owner shall record legally binding documents that state the maintenance and ownership responsibilities for the management of the Community Residential Parcels, including, but not limited to, structures, parking, common areas, and other development features, including a minimum of .5 - 2 foot-candle illumination in parking, lighted amenities and walkways adjacent to commercial buildings.

(e) **Gravel Extraction.** Gravel may be extracted for creation of water features and to raise/balance the site. Owner to obtain necessary permits for any excavation of water features. All other gravel extraction shall require a Conditional Use Permit.

4. **Provisions Applicable to Commercial Parcel and Community Residential Parcels.** The following provisions are applicable to all parcels within the Property.

(a) **Changes and Modifications.** No material changes 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 materially changes or expands the use permitted by this Agreement or fails, after written notice and opportunity to cure pursuant to Section 9(e), 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. Changes to the preliminary plat, streets, roads, sidewalks, curbing, gates, lots, lot lines, unit locations and/or zoning designations, including number of units (equal to or less than approved), size, location, boundaries or plat notes, shall be approved at City staff level and shall not require a public hearing.

(b) **Conditions, Bonding for Completion.** All 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, after written notice and opportunity to cure pursuant to Section 9(e), 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.

(c) **Applicable Code.** Except as otherwise set forth in this Agreement, all zoning uses, setbacks and construction requirements shall comply with the city code of the city of Star in effect on the date the City approves this application, unless city code is later amended in a less restrictive manner in which case the less restrictive provision will apply.

(d) **Allocation of Responsibilities and Reimbursements.** In the event the Property is

owned by more than one owner, (i) the Owner responsible to construct the improvements described in Sections 2(g) and 2(h) shall be the fee title owner of the land on which the improvements are constructed (without regard to any related improvements in the public right-of-way); and (ii) the Owner entitled to the reimbursements described in ~~such sections~~Section 2(h) shall be the party (whether or not such party is an owner of all or any portion of the Property at the time the reimbursement is paid) that constructed the improvements for which the reimbursement is paid.

5. **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.

6. **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, after written notice and opportunity to cure pursuant to Section 9(e), 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, after written notice and opportunity to cure pursuant to Section 9(e), with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Star City Ordinances and after written notice of default to Owner and after Owner has had an opportunity to cure pursuant to Section 9(e), determines that Owner remains in default of this Agreement, the Star City Council may terminate this Agreement and the zoning of the Property or portion thereof that has not been developed in accordance with this Agreement shall revert to its prior zoning designation. All uses of such undeveloped property, which are not consistent with the prior zoning designation, shall cease. A waiver by the City of Star for any default by Owner of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions. Owner, by entering into this Agreement, does hereby consent to a reversion of the undeveloped portions 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.

7. **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.

8. **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 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. If any owner sells or transfers all or any portion of its interest

in the Property, such owner shall, upon the sale and conveyance of title, be released and discharged from all of its obligations as owner in connection with the property sold by it arising under this Agreement after the sale and conveyance of title but shall remain liable for all obligations arising under this Agreement prior to the sale and conveyance of title.

9. **General Matters.**

(a) **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 Ordinances, Title 8, Chapter 10 and as agreed upon by the property owner and the City of Star.

(b) **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.

(c) **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.

~~(d) **Prime Rate.** For purposes of this Agreement, “Prime Rate” shall mean the rate which is one percentage point over the prime rate as reported in the Wall Street Journal, North American edition, as such rate fluctuates, on a fully floating basis. Any interest payable under this Agreement with reference to the Prime Rate shall begin on the date the City agrees or is deemed to agree to Owner’s accounting for the expenses giving rise to the interest obligation and continue to the date payment is made in full.~~

~~(e)~~(d) **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. If a notice must be given to a person other than one designated below, such notice shall be sent to the person and address shown on the then current real property tax rolls of Ada County.

Star: City of Star
Attn: City Clerk
P.O. Box 130
Star, ID 83669

Owner: Star River Development, LLC
855 S. Calhoun Pl.
Star, ID 83669

~~(f)~~(e) **Default.** A person shall be deemed to be in default of this Agreement only upon (i) the expiration of thirty (30) days from receipt of written notice from any party specifying the

particulars in which such person has failed to perform the obligations of this Agreement, and (ii) failure by such person, prior to the expiration of said thirty (30) days, to rectify the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

~~(g)~~(f) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades; national or regional emergency; pandemics, disease or health emergencies; or shortage of adequate power or telecommunications or transportation facilities. A party whose performance is affected by such an event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such event.

~~(h)~~(g) **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.

~~(i)~~(h) **Exhibits.** Unless the context otherwise requires, references herein to sections, schedules, exhibits and words of similar import refer to the sections of, and schedules, exhibits and other documents attached to this Agreement and the same are integrated in and made a part of this Agreement.

~~(j)~~(i) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same 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 _____, 2022.

CITY OF STAR:

STAR RIVER DEVELOPMENT, LLC:

By: _____
Trevor A. Chadwick, Mayor

By: _____
Paul Larson, Manager

ATTEST: _____
Jacob Qualls, City Clerk

Date: _____

Date: _____

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on _____ by Paul Larson as the manager or a member of Star River Development, LLC.

Signature of notary public
My commission expires _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
DEPICTION COMMERCIAL PARCEL

EXHIBIT B-1
LEGAL DESCRIPTION OF COMMERCIAL PARCEL

EXHIBIT B-2
STANDARDS FOR MOYLE AVE AND HWY 44 SIGNAL

Provide a 2 X 3 X 6 X 5 intersection configured as follows:

- two 12-foot-wide travel lanes on the north side of Moyle.
- three 12-foot-wide travel lanes on the south side of Moyle (one receiving lane, one dedicated left turn lane, and one thru/right lane on the south approach)
- Two eastbound and westbound thru lanes on SH-44 constructed to a width of 12-feet
- One 14ft-wide westbound left-turn lane on SH-44. Total length including taper = 1406ft
- One 14ft wide eastbound left turn lane on SH-44.
- One eastbound right turn lane. Total length = 570ft including taper
- Construct 8ft shoulders along SH-44 for any areas associated with pavement widening.

EXHIBIT C
PERMITTED USES ON PROPERTY

Use	A	R-R	R	CBD	C-1	C-2	L-O	LI	PS	MU
Accessory structure	A	A	A	C	A	A	A	A	A	C
Adult business/adult entertainment	N	N	N	N	N	N	N	C	N	N
Agriculture, forestry, fishing	P	P	N	N	N	N	N	N	N	N
Airport	C	N	N	N	N	N	N	C	N	N
Animal care facility ¹	P	C	N	C	P	P	P	P	N	C
Artist studio ¹	P	P	N	P	P	P	P	P	P	P
Arts, entertainment, recreation facility ¹	C	N	N	P	C	P	P	C	P	C
Asphalt plant ¹	N	N	N	N	N	N	N	C	N	N
Auction facility	N	N	N	N	N	C	N	C	N	C
Automated Teller Machine (ATM) ¹	N	N	N	A	A	A	A	A	A	A
Automotive hobby ¹	A	A	A	N	N	N	N	A	N	A
Automotive mechanical/electrical repair and maintenance	N	N	N	C	C	P	N	P	N	C
Bakery	N	N	N	P	P	P	P	P	N	C
Bar/tavern/lounge/drinking establishment	N	N	N	P	C	P	C	C	N	C
Barbershop/styling salon	N	N	N	P	P	P	P	N	N	P
Bed and breakfast	P	P	N	P	P	P	N	N	N	C
Beverage bottling plant	N	N	N	N	N	N	N	P	N	N
Boarding house	C	C	C	N	N	N	N	N	N	C
Brewery/Distillery	N	N	N	P	C	P	N	P	N	C
Brewpub/Wine Tasting	A	A	N	P	C	P	C	C	N	C
Building material, garden equipment and supplies	N	N	N	P	C	P	C	P	N	C
Campground/RV park ¹	C	N	N	N	N	N	N	N	N	C
Caretaker Unit ¹	A	A	A	N	A	A	N	N	A	A
Cement or clay products manufacturing	N	N	N	N	N	N	N	P	N	N
Cemetery ¹	C	C	N	N	N	N	N	N	P	N
Chemical manufacturing plant ¹	N	N	N	N	N	N	N	C	N	N
Child Care center (more than 12) ¹	N	C	N	C	C	C	C	N	N	C
Child Care family (6 or fewer) ¹	A	A	A	A	A	A	A	N	N	A
Child Care group (7-12) ¹	C	C	C	C	C	C	C	N	N	C
Child Care-Preschool/Early Learning ¹	N	C	C	C	C	C	C	N	N	C
Church or place of religious worship ¹	P	P	C	N	P	P	P	N	C	P
Civic, social or fraternal organizations	C	N	N	P	P	P	P	N	N	C
Concrete batch plant ¹	N	N	N	N	N	N	N	C	N	N

Conference/convention center	N	N	N	P	P	P	P	C	C	C
Contractor's yard or shop ¹	C	C	N	N	N	N	N	C	N	N
Convenience store	N	N	N	P	C	P	P	P	N	C
Dairy farm	C	N	N	N	N	N	N	N	N	N
Drive-through establishment/drive-up service window ¹	N	N	N	P	P	P	C	C	N	C
Dwelling:										
Multi-family ¹	N	N	C	C	N	N	N	N	N	C
Secondary ¹	A	A	A	C	N	N	N	N	N	C
Single-family attached	N	N	P	C	N	N	N	N	N	C
Single-family detached	P	P	P	C	N	N	N	N	N	C
Two-family duplex	N	N	P	C	N	N	N	N	N	C
Educational institution, private	C	C	C	C	C	C	C	N	N	C
Educational institution, public	C	C	C	C	C	C	C	N	C	C
Equipment rental, sales, and services	N	N	N	C	C	P	N	P	N	C
Events Center, public or private (indoor/outdoor)	C	C	N	C	C	C	N	C	C	C
Fabrication shop	N	N	N	N	N	P	N	P	N	N
Farm	P	P	N	N	N	N	N	N	N	N
Farmers' or Saturday market	C	C	N	C	C	C	C	C	C	C
Feedlot	N	N	N	N	N	N	N	N	N	N
Financial institution	N	N	N	P	P	P	P	P	N	C
Fireworks Stands	N	N	N	C	P	P	C	C	N	C
Flammable substance storage	N	N	N	N	N	N	N	C	N	N
Flex Space	N	N	N	N	C	P	C	P	N	C
Food products processing	C	N	N	N	C	C	N	P	N	N
Fracking	N	N	N	N	N	N	N	N	N	N
Gasoline, Fueling & Charging station with or without convenience store ¹	N	N	N	C	C	P	C	P	N	C
Golf course	C	C	C	N	C	C	C	C	C	C
Government office	N	N	N	P	P	P	P	P	P	C
Greenhouse, private	A	A	A	N	N	N	N	N	N	A
Greenhouse, commercial	P	C	N	N	C	P	N	P	N	C
Guesthouse/granny flat	P	P	C	N	N	N	N	N	N	C
Healthcare and social services	N	N	N	P	P	P	P	P	N	C
Heliport	C	N	N	N	N	N	N	C	N	N
Home occupation ¹	A	A	A	A	N	N	N	N	N	A
Hospital	N	N	N	P	C	P	P	C	N	C

Hotel/motel	N	N	N	C	C	P	N	C	N	C
Ice manufacturing plant	N	N	N	N	N	N	N	P	N	N
Industry, information	N	N	N	P	P	P	P	P	N	C
Institution	N	N	N	C	C	P	N	N	C	C
Junkyard	N	N	N	N	N	N	N	C	N	N
Kennel	C	C	N	N	N	C	N	C	N	C
Laboratory	N	N	N	P	P	P	P	P	N	C
Laboratory, medical	N	N	N	P	P	P	P	P	N	C
Lagoon	N	N	N	N	N	N	N	C	C	N
Laundromat	N	N	N	P	P	P	P	P	N	C
Laundry and dry cleaning	N	N	N	P	P	P	P	P	N	C
Library	N	N	N	P	P	P	P	N	P	N
Manufactured home 1	P	P	P	N	N	N	N	N	N	C
Manufactured home park 1	N	N	C	N	N	N	N	N	N	N
Manufacturing plant	N	N	N	N	N	C	N	C	N	N
Meatpacking plant	C	N	N	N	N	N	N	C	N	N
Medical clinic	N	N	N	P	P	P	P	N	N	C
Mining, Pit or Quarry (excluding accessory pit) 1	C	N	N	N	N	N	N	C	N	N
Mining, Pit or Quarry (for accessory pit) 1	A	A	A	A	A	A	A	A	A	A
Mortuary	N	N	N	N	C	P	N	P	N	C
Museum	C	N	N	P	P	P	P	N	P	C
Nursery, garden center and farm supply	N	N	N	C	P	P	P	P	N	C
Nursing or residential care facility 1	N	N	C	C	P	P	P	N	N	C
Office security facility	N	N	N	P	P	P	P	P	N	C
Parking lot/parking garage (commercial)	N	N	N	C	C	C	C	C	C	C
Parks, public and private	P	P	P	P	P	P	P	P	P	P
Pawnshop	N	N	N	P	P	P	P	P	N	C
Personal and professional services	N	N	N	P	P	P	P	P	N	C
Pharmacy	N	N	N	P	P	P	P	P	N	C
Photographic studio	N	N	N	P	P	P	P	P	N	C
Portable classroom/modular building (for private & public Educational Institutions)	C	C	C	C	C	C	C	N	C	C
Power plant	N	N	N	N	N	N	N	C	N	N

Processing plant	C	N	N	N	N	N	N	C	N	N
Professional offices	N	N	N	P	P	P	P	P	N	C
Public infrastructure; Public utility major, minor and yard1	C	C	C	C	C	C	C	C	C	C
Public utility yard	C	N	N	N	C	C	N	P	C	N
Recreational vehicle dump station	N	N	N	N	C	C	N	C	N	A
Recycling center	N	N	N	N	C	C	N	P	N	N
Research activities	A	N	N	P	P	P	P	P	N	C
Restaurant	N	N	N	P	C	P	P	C	N	C
Retail store/retail services	N	N	N	P	C	P	P	P	N	C
Retirement home	N	N	C	N	C	N	C	N	N	C
Salvage yard	N	N	N	N	N	N	N	C	N	N
Sand and gravel yard	C	N	N	N	N	N	N	P	N	N
Service building	C	N	N	P	P	P	N	P	N	C
Shooting range (Indoor/Outdoor)	C	N	N	C/N	C/N	C/N	N	C	N	C/N
Shopping center	N	N	N	P	C	P	N	N	N	C
Short Term Rentals1	A	A	A	A	N	N	N	N	N	A
Solid waste transfer station	N	N	N	N	N	N	N	C	N	N
Stable	P	P	C	N	N	N	N	C	N	C
Storage facility, outdoor (commercial)1	C	N	N	N	C	P	N	P	N	C
Storage facility, self-service (commercial)1	C	N	N	N	C	P	N	P	N	C
Swimming pool, commercial/public	N	N	N	P	P	P	P	P	P	P
Television station	N	N	N	N	N	C	N	C	N	C
Temporary living quarters1	P	P	C	N	N	N	N	N	N	N
Terminal, freight or truck1	N	N	N	N	N	C	N	P	N	N
Truck stop	N	N	N	N	N	C	N	P	N	C
Turf farm	P	P	N	N	N	N	N	N	C	N
Vehicle emission testing1	N	N	N	P	P	P	P	P	N	C
Vehicle impound yard1	N	N	N	N	N	N	N	P	N	N
Vehicle repair, major1	N	N	N	N	C	P	N	P	N	C
Vehicle repair, minor1	N	N	N	C	C	P	N	P	N	C
Vehicle sales or rental and service1	N	N	N	C	C	P	N	P	N	C
Vehicle washing facility1	N	N	N	C	C	P	N	P	N	C
Vehicle wrecking, junk or salvage yard1	N	N	N	N	N	N	N	C	N	N
Veterinarian office	P	C	N	P	P	P	P	P	N	C

Vineyard	P	P	N	N	N	N	N	C	N	C
Warehouse and storage	N	N	N	N	N	P	C	P	N	C
Wholesale sales	N	N	N	C	P	P	C	P	N	C
Winery	P	C	N	N	N	C	N	P	N	C
Wireless communication facility1	C	C	C	C	C	C	C	C	C	C
Woodworking shop	N	N	N	N	N	P	N	P	N	N

EXHIBIT D
DEPICTION OF COMMUNITY RESIDENTIAL PARCELS

EXHIBIT D-1
LEGAL DESCRIPTION OF COMMUNITY RESIDENTIAL PARCELS