

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
LEGADO SUBDIVISION (STAR RIVER RANCH NORTH)**

This Amended and Restated 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 Bent Ln, LLC, hereinafter referred to as "Owner".

WHEREAS, Owner owns a parcel of land of approximately 23.77 acres in size, currently located within Canyon County, zoned Residential (R-5) and more particularly described in **Exhibit A**, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, in 2007, the Property was annexed and zoned R-5-DA as part of Ordinance 176-2007, and made subject to that certain Hidden Meadows Subdivision Annexation and Development Agreement, dated May 9, 2007 between City and Bent Lane Development, LLC ("**Original Development 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, and for a specific purpose or use and with specific approved design and dimensional standards;

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

WHEREAS, it is the intent and desire of the parties hereto to proceed with development of the Property in accordance with this Agreement;

WHEREAS, the Property was never developed, and the Original Development Agreement was never terminated;

WHEREAS, it is the intent and desire of the parties hereto to proceed with development of the Property in accordance with this Agreement, which the parties agree will fully amend and replace the Original Development Agreement;

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 Parcels shown on **Exhibit A**, Owner is allowed to develop the 23.77 acres as follows:

- Zoning Classification: The zoning classifications shall be Residential with a Development Agreement (R-5-DA).
- The Owner shall comply with all city ordinances relating to the property except as otherwise provided herein.

**2.2      Site Design.** The Preliminary Plat and Renderings, as set forth in **Exhibit B**, is hereby approved.

**2.3      Uses.** The development is hereby approved for a maximum of 71 Single Family Residential lots. A minimum of three (3) architectural elements shall be provided for all single-family residential structures.

**2.4      Additional Requirements/Considerations:**

- The applicant shall enter into a Development Agreement with the City to address specific development conditions.
- The subdivision is approved for a maximum of 71 residential lots.
- 5' Side Yard Setbacks have been approved by Council.
- The site amenities shall be installed in Phase 1. The applicant shall remove the dog park area from the development and remove the soccer field from the common area plan. 2 new amenities shall be added to the development with details provided to Staff prior to final plat application.
- The large open space area shall not be constructed using bentonite or other materials that may prevent the area from properly draining. Additional usable open space may be required if the common area is not usable. The City Engineer shall approve the drainage plan specific to the usable open space area.
- The Council approves waivers to the block lengths in the development. The applicant shall work with the Highway District on traffic calming measures for those blocks.
- The development shall be required to provide detached sidewalks along all roadways.
- All pathways shall be paved.
- The Development shall have a separate Homeowners Association and CC&R's independent from Star River Ranch Subdivision.
- The development shall have conduit installed for future fiber-optic cables.

**2.5      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 \$71,000.00 traffic mitigation fee determined by the Idaho Transportation Department as follows: the Developer will pay the City \$1,000.00 per buildable lot within each phase prior to signature on the final plat for the applicable phase. The City will allocate the funds to roadway improvements in the vicinity of the project. The Developer shall pay this amount (unless otherwise revised by ITD) directly to the City of Star. The City will maintain this contribution in a specific Development Contributions account, to be distributed to ITD when requested for use with a specific Idaho Transportation Improvement Plan (ITIP) project within the City of Star Area of City Impact or City Limits in accordance with the terms of the Intergovernmental Agreement between the Idaho Transportation Department and the City of Star dated April 22, 2020.

**2.6 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.

**2.7 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 Owner 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 neutral 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: Bent Ln, LLC  
Timothy W. Eck, Manager  
6357 Buena Vista Lane  
Star, Idaho 83669

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

**7.6      Attorney Fees.** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

**IN WITNESS WHEREOF,** the parties have hereunto caused this Agreement to be executed on the day and year set forth below.

Dated this \_\_\_\_\_ day \_\_\_\_\_, 2025.

\_\_\_\_\_  
Trevor A. Chadwick, Mayor

ATTEST:

\_\_\_\_\_  
Shelly Tilton, City Clerk



STATE OF 10 )  
 ) ss.  
County of Adz )

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



Residing at: Eagle, ID

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