

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
HACIENDA DE ESTRELLA SUBDIVISION
(FORMERLY GRACE ASSISTED LIVING FACILITY)**

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 Richmond Heights, LLC, hereinafter referred to as "Owner".

WHEREAS, Owner owns a parcel of land of approximately 15.08 acres in size, currently located within Canyon County, zoned Commercial (C-2-DA) and more particularly described in **Exhibit A** of Ordinance 345, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner has recently purchased the Property and is the applicant in connection with City of Star File Number DA-21-19MOD/PUD-24-04/PP-24/06, seeking a development agreement modification, planned unit development and preliminary plat approval for the Property.

WHEREAS, on September 7, 2021, the Property was annexed and rezoned C-2-DA and made subject to that certain Development Agreement between City and Grace at Star, LLC, recorded on March 8, 2022 as Instrument No. 2022-012506 in the office of the Canyon County Recorder ("**Original Development 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, 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 and Developer'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 15.08 acres as follows:

- Zoning Classification: The zoning classification shall be C-2-DA-PUD.
- 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 commercial (5 Lots), residential (38 Lots) and live/work (8 Lots) land uses. The project will be phased. A residential density of 2.66 du/acre is approved.

2.4 Setbacks. The development shall follow the setbacks required in the C-2 zoning district for the Commercial and Residential Uses and as approved by Council. Council has approved 0-lot line side yard setbacks and 10' rear yard setbacks for the attached residential units. Council has also approved 5' side yard setbacks for the detached structures, subject to meeting all Fire District requirements, including no fencing between buildings.

2.5 Additional Requirements:

- The applicant shall comply with all conditions of approval in the approved preliminary plat application (PP-24-06)
- The development shall be subject to additional Fire and Police emergency mitigation fees collected at the time of building permit for each residential dwelling. The fee shall be determined by City Council.
- Drainage swales to be constructed no more than 1-foot deep along arterials and collectors with dense trees, bushes, rocks and sand beds to be covered with decorative rock. A revised landscape plan shall be submitted to staff for review of proposed swales at each phase of final plat.
- A public access easement shall be provided along the entire southern side of Landruff Lane to provide future access to neighboring properties. This shall be included on all final plat phases associated with collector roadway.
- The applicant shall provide a fence and buffer area (berm) along the southern side of Landruff Lane. The applicant shall coordinate the area with Staff prior to submittal of Final Plat. A revised landscape plan shall

be submitted prior to Final Plat with detailed fencing, buffering and updated street tree details.

- Detached sidewalk and adequate planter strip shall be located only along north side of Landruff Lane.
- Council approves a waiver of side yard setbacks to 5' to meet all Fire District requirements, including no fencing between buildings.
- Council approves the additionally requested setbacks of zero-lot-lines and 10' rear setbacks for the attached residential units.
- The applicant shall provide a shared parking agreement between the commercial and residential uses within the development. The applicant shall also provide cross-access easements between the commercial uses and the adjacent commercial use to the west. These shall be included within the final plat.
- The applicant agrees to pay
- The following commercial Land Uses are hereby approved as part of this development:
 - Allowed uses outright* (principally permitted & conditional use) within the C-1 zoned properties: Artist Studio; Barbershop/Styling Salon; Financial Institutions w/out drive-through; Healthcare and Social Services; Library; Medical Clinic; Personal and Professional Services; Pharmacy; Photographic Studio; Professional Offices. All principally permitted uses in C-1 zone unless otherwise listed herein.

* Subject to CZC and Design Review Approval

- Uses Allowed only as Conditional Uses within the C-1 zoned properties: Animal Care Facility; Drive-through establishment /drive-up service window; Building Material, Garden Equipment and Supplies; Civic, Social or Fraternal Organizations; Educational Institution, Flex Space; Government Office; Laundromat; Laundry and Dry Cleaning; Portable Classroom/Modular Building; Nursery, Garden Center and Farm Supply; Nursing or Residential Care Facility; Restaurant; Retirement Home; Warehouse and Storage; Shooting range (indoor/outdoor); Shopping or Commercial center;
- Prohibited Uses in this Development other than already approved through PUD (not already listed as prohibited in the Code): Automotive Mechanical/Electrical Repair and Maintenance; Bar/Tavern/Lounge/ Drinking Establishment; Brewpub/Wine Tasting; Convenience Store; Conference/Convention Center; Equipment rental, sales, and services; Events/Entertainment Facility, public or private (indoor/outdoor); Golf Course/Driving Range; Hospital (for profit); Hotel/motel; Mortuary; Pawnshop; Public; Farmers or Saturday Market; Fireworks Stand; Hospital (non-profit); Gasoline, Fueling & Charging Station with or without Convenience Store; Laboratory; Laboratory, Fabrication shop; Food products processing; Greenhouse commercial; Vehicle

repair, major; Vehicle repair, minor; Vehicle sales or rental and service; Vehicle washing facility; Medical; Multi-family residential; Multiple Use Building; Office Security Facility; Parking Lot/Parking Garage-Commercial; Public Infrastructure; Public Utility major, minor and yard; Recreational vehicle dump station; Recycling center; Research Activities; Swimming Pool, Commercial/Public; Wireless Communication Facility; Storage facility, outdoor (commercial); Storage facility, self-service (commercial)

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 \$26,884 traffic mitigation fee determined, or revised, by the Idaho Transportation Department as follows: the Developer will pay the total fee at building permit for the facility prior to issuance of building permit. 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.

7.4 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.

Owner: Richmond Heights, LLC
Todd Campbell
P.O. Box 140298
Boise, Idaho 83714

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.

Dated this _____ day _____, 2025.

ATTEST:

Shelly Tilton, City Clerk

OWNER:

Richmond Heights, LLC
Todd Campbell, Manager

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2025, before me the undersigned, a Notary Public in and for said state, personally appeared Todd Campbell, known to me to be the Manager of Richmond Heights, LLC, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said name.

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: _____