

ORDINANCE NO. 430-2026
(LONGBOW SUBDIVISION ANNEXATION)

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN STAR, ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT THE SOUTHEAST CORNER OF W. BROKEN ARROW ROAD AND N. POLLARD LANE, STAR, IDAHO; THE PROPERTY IS OWNED BY TIMBERWOLVES HOLDINGS; ESTABLISHING THE ZONING CLASSIFICATION OF THE REZONED PROPERTY AS RESIDENTIAL DISTRICT WITH A DEVELOPMENT AGREEMENT (R-2-DA) AND NEIGHBORHOOD COMMERCIAL DISTRICT WITH A DEVELOPMENT AGREEMENT OF APPROXIMATELY 7.78 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. 404-2024, adopted on June 18, 2024 and subsequently amended; and

WHEREAS, the owner(s) of the real property situated in the city limits of Star, Idaho and particularly described in Section 2 of this Ordinance have requested, in writing, rezone of said real property; and

WHEREAS, the Mayor and Council held a public hearing on October 7, 2025 on the proposed rezone of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested rezone should be granted and that the property be zoned Residential with a Development Agreement (R-2-DA), pursuant to the Unified Development Code of the City of Star.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STAR, IDAHO, as follows:

Section 1: WHEREAS, the owner(s) of the real property situated in the City of Star and particularly described in Section 2 of this Ordinance have requested, in writing, rezone of said real property to the City of Star; and

Section 2: The real property, described in the attached “Exhibit A”, including adjacent right of way, situated in Star, Idaho, is hereby rezoned. From and after the effective date of this Ordinance, the residents and other occupants and property owners within such area shall enjoy all the rights and responsibilities and shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Star as their fellow residents, occupants, and owners within the City of Star.

Section 3: The zoning land use classification of the land described in Section 2 above, is hereby established as Residential with a Development Agreement (R-2-DA), as provided by the Unified Development Code of the City of Star. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the Residential with a Development Agreement (R-2-DA) land use classification.

Section 4: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 5: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire Ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code maybe be published.

DATED this ____ day of _____, 2026.

CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

Shelly Tilton, City Clerk

September 22, 2025

Land Description for
Orton Engineering
Job No. SE0525

R-2 Zone Parcel

This parcel is a portion of Lot 2, Block 1 of Magnolia Subdivision as recorded in Book 61 of Plats at Pages 6074 and 6075 in the Office of the Recorder for Ada County, Idaho lying in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4 in Township 4 North, Range 1 West of the Boise Meridian, Ada County, Idaho and is more particularly described as follows:

COMMENCING at the Northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, (CS1/16 Corner, Section 4),

thence North 89°36'06" West along the North boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 1314.46 feet to the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, the **TRUE POINT OF BEGINNING**;

thence South 89°36'06" East along the North boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 622.77 feet;

thence South 00°23'54" West a distance of 447.28 feet;

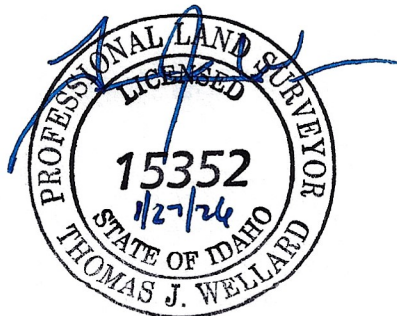
thence South 89°36'06" East a distance of 10.00 feet;

thence South 00°23'54" West a distance of 119.33 feet;

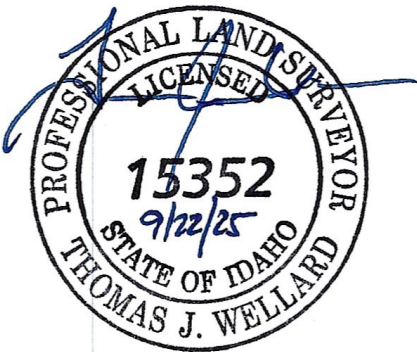
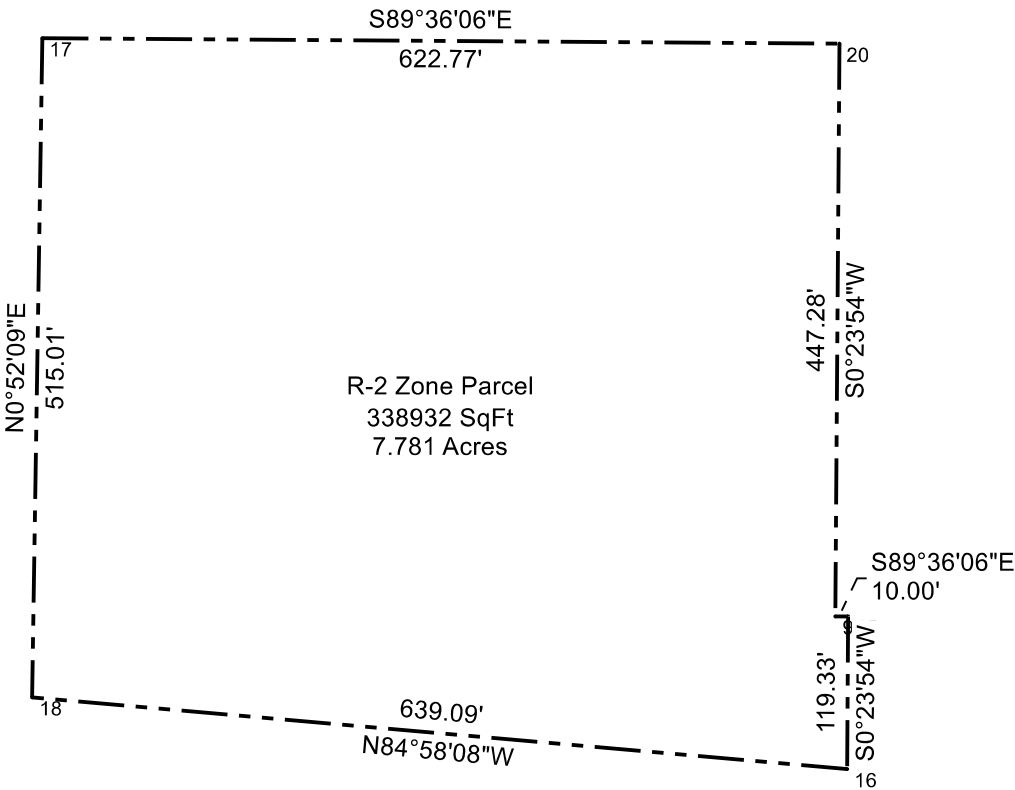
thence North 84°58'08" West a distance of 639.09 feet to a point on the West boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$;

thence North 00°52'09" East along said West boundary a distance of 515.01 feet to the **TRUE POINT OF BEGINNING**, said parcel being 338,932 SqFt or 7.781 Acres more or less, and being subject to any and all easements and right of way of record or implied.

This description was written from record data found on Record of Survey Number 14026 recorded as Instrument Number 2023038784 Ada County records.



A PORTION OF THE SE1/4SW1/4 OF SECTION 4,
TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN,
CITY OF STAR, ADA COUNTY, IDAHO



**FIRST AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
JOSH KINNEY & LONGBOW SUBDIVISION**

This First Amended and Restated Development Agreement (“**Amended Agreement**”) is entered into as of this date by and between the City of Star, a municipal corporation in the State of Idaho, hereinafter referred to as “City”, and Josh Kinney, Magnolia Holdings, LLC, & MERQ Holdings, LLC, hereinafter referred to as “Owner #1, and Timberwolves Holdings, LLC, hereinafter referred to as “Owner #2 ”.

WHEREAS, Owner #1, who is the sole owner of certain tracts of land in Ada County, Idaho, commonly known as the six parcels located on W. Broken Arrow Street, Star, Idaho: no address W. Broken Arrow Street (Parcel No. R5437560245), 8675 W. Broken Arrow Street (Parcel No. R5437560210), 8623 W. Broken Arrow Street (Parcel No. R5437560230), 8601 W. Broken Arrow Street (Parcel No. R5437560225), and no address W. Broken Arrow Street (Parcel No. R5437560190), & 1995 N. HWY 16 (Parcel No. R5437560010) described on Exhibit A to the Original Development Agreement (“**Original Development Agreement**”), (defined below) attached as **Exhibit B** (the Josh Kinney properties collectively known as “**Parcel 1**”) and, Owner #2, who is the sole owner of a certain tract of land in Ada County, Idaho, commonly known as Timberwolves Holdings property, located on W. Broken Arrow Street, Star, Idaho: no address W. Broken Arrow Street (Parcel No. R5437560260), described as **Exhibit A** (the Timberwolves Holdings property collectively known as “**Parcel 2**”), Parcel 1 and Parcel 2 shall collectively be referred to as the “**Property**.”

WHEREAS, on February 10, 2022, the Property was annexed and zoned MU-PUD-DA & R-1-PUD-DA and made subject to that certain Original Development Agreement, dated between the City and Josh Kinney, recorded with Ordinance No. 363-2022 on April 26, 2022 as Instrument No. 2022-040699 in the office of the Ada County Recorder;

WHEREAS, on October 7, 2025, the City approved a request for Rezone of Parcel 2 with a zoning designation of Residential with a Development Agreement (R-2-DA), as File No. CPA-25-02/RZ-25-03/DA-21-27 MOD/PP-24-08/PR-25-03 thus 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 City, pursuant to Section 67-6511A, Idaho Code, and Star City Code at Title 8, Chapter 1, has the authority to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate;

WHEREAS, the City has the ability to amend the Original Development Agreement, pursuant to the provisions of Idaho Code Section 67-6509, as required by the Star City Ordinances, Title 8, Chapter 1; and

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

WHEREAS, Owners desires that Parcel 2 be developed as one single development, and Parcel 1 retains existing conditions of approval and any new conditions Council deemed necessary, with any use and development of the Property being reviewed in an integrated manner consistent with the City's Comprehensive Plan and land use ordinances, which applications were approved;

WHEREAS, it is the intent and desire of the Owners hereto to proceed with development of the Property in accordance with this Amended Agreement, which the parties agree will be the Amended and Restated Development Agreement;

WHEREAS, the intent of this Agreement is to protect the rights of Owners 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. Parcel 1. Parcel 1 shall be developed in substantial conformance with the previously approved concept plan, and as conditioned, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**. Parcel 1 shall adhere to the original conditions of the Original Development Agreement and the new conditions as follows:

2.1 Site Design. The Property shall be developed in substantial conformance with the approved concept plan, and as conditioned, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**.

2.2 Uses. The Property is hereby approved for residential and mixed-use land uses allowed in the designated zoning districts and as further conditioned.

2.3 Setbacks. The development shall comply with the standard setbacks for the MU and R-1 zone.

2.4 Additional Requirements of Parcel 1:

2.4.1 Sidewalks shall be constructed along W. Broken Arrow Street as illustrated in **Exhibit D** and as follows:

- Sidewalk fronting the commercial property (R5437560010) shall be completed prior to final occupancy of the buildings. The detached sidewalk shall be 5' in width from N. Leatherwood Lane east to the existing sidewalk in the cul-de-sac;
- Sidewalk fronting 8675 W. Broken Arrow Street, parcel R5437560190, and 8601 & 8623 W. Silverpeak Lane shall be constructed during the development of parcel R5437560190.

The detached sidewalk shall be 7' in width from N. Leatherwood Lane west to the west boundary of 8675 W. Broken Arrow Street.

- The entire sidewalk listed in 2.4.1 shall be constructed within 5-years of the date of recordation of this agreement, or the applicant will be in breach of this agreement, and it will be brought back before the City Council for consideration.

2.4.2 A cross-access easement shall be provided to the south to connect this development with the Cavalry Church property, as was originally required, at the time of development of parcel R5437560190 as illustrated in **Exhibit D**.

2.4.3 A remaining gravel pathway shall be installed along the entire southern boundary of the property at the time of development of parcel R5437560190 as illustrated in **Exhibit D**.

2.4.4 A berm shall be placed along the north side of the gravel pathway adjacent to the existing two Magnolia Subdivision lots. This shall be included prior to signature of the final plat for Longbow Subdivision.

2.4.5 Lot 1 of Magnolia Subdivision, as it currently exists, shall be zoned Mixed-Use; Lot 2 of Magnolia Subdivision, as it currently exists, shall be zoned Residential R-1.

2.4.6 The following uses shall be prohibited within the Mixed-Use zone, per the Magnolia Subdivision Amended CC&R's:

- Animal Care Facility
- Bar/Drinking Establishment
- Cement Manufacturing. Cemetery
- Chemical Manufacturing Plant
- Convenience Store
- Products Processing
- Gasoline Station
- Gasoline Station with Convenience Store
- Heliport
- Kennel
- Mortuary
- Parking Garage
- Pawnshop
- Recycling Center
- Shooting Range
- Truck Terminal
- Vehicle Impound Yard
- Vehicle Sales or Rentals

2.4.7 All new residential development shall comply with the current CC&R's associated with the existing Magnolia Subdivision.

2.4.8 Agricultural uses shall be allowed within the MU and R-1 zoning designations to accommodate the proposed vineyards and orchards.

2.4.9 Lot 15 of the Longbow Subdivision shall be clearly identified as a deed-restricted, no build parcel for a 30-year period, excluded from the approved Comprehensive Plan Amendment and Rezone area as proposed.

Section 3. Parcel 2. Parcel 2 shall be developed in substantial conformance with the approved preliminary plat, and as conditioned, a copy of which is attached hereto and incorporated by reference herein as **Exhibit C**.

3.1 Development Acreage and Uses Permitted. Owner is allowed to develop the Property as follows:

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

3.2 Site Design. The Property shall be developed in substantial conformance with the approved amended preliminary plat, approval date 10/7/25, a copy of which is attached hereto and incorporated by reference herein as **Exhibit C**. The maximum number of single-family dwellings lots shall not exceed 14.

3.3 Single-Family Dwellings Elevations. The building elevations shall be consistent with the examples approved by City Council, as illustrated in **Exhibit E**.

3.4 Uses. The Property is hereby approved for single family residential use.

3.5 Setbacks. The development shall comply with the approved setbacks as approved by Council on October 7, 2025 as follows:

Longbow Subdivision Setbacks (R-2 Zone):

Max. Height	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Interior Side Setback	Min. Street Side Setback
35'	15' to living area/side load garage 20' to garage face	<u>20'</u>	<u>10'</u>	<u>20'</u>

3.6 Additional Requirements:

3.6.1 Comply with all conditions of approval for the Longbow Subdivision preliminary plat.

3.6.2 All internal sidewalks shall be 5' detached on both sides of the roadway with 8' landscape strip, unless otherwise approved by the City Engineer due to topographic or utility conflicts.

3.6.3 Public frontage sidewalks along W. Broken Arrow and Pollard Lane shall be detached and constructed with curb, gutter, and sidewalk per City and ACHD standards, including the required right-of-way or sidewalk easement dedication.

3.6.4 The southern open-space pathway along the Foothill Ditch shall be constructed of crushed granite. The design shall maintain a natural and rural appearance while meeting accessibility and maintenance standards.

3.6.5 Prior to Final Plat approval, the applicant shall submit a grading and drainage plan reviewed and approved by the City Engineer that:

- Demonstrates compliance with FEMA and City floodplain regulations, including CLOMR/LOMR or no-rise certifications as applicable for all work within Zone A.
- Establishes minimal driveway grades to reduce elevation differentials between the private street and building pads, ensuring safe, accessible approaches consistent with City design standards.

3.6.6 The Final Plat shall include floodplain notes and no-build area delineations consistent with FEMA and City requirements.

3.6.7 Standard and project-specific conditions, including:

- **Private Street Standards:**

- 36-foot-wide street in a common lot; detached sidewalks on both sides; gated entry to meet Star Fire standards.

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- 36-foot-wide street in a common lot; detached sidewalks on both sides; gated entry to meet Star Fire standards.

- **Maintenance and Reserve Funding:**
 - The HOA shall complete and adopt a reserve study and funding plan for private street maintenance as required by UDC 8-4D-3(C), to be recorded in the CC&Rs.
- **Lot 15 Restriction:**
 - Lot 15 shall be clearly identified as a deed-restricted, no-build parcel, excluded from the CPA and Rezone area as proposed.
- **HOA Enforcement of No-Build Area:**
 - The CC&Rs shall include enforceable provisions granting the HOA authority and responsibility to preserve and enforce the designated no-build area(s), including the right to deny or restrict any structure, grading, or alteration inconsistent with the approved plat and floodplain limitations.
- The Development Agreement shall require the HOA to maintain and protect the no-build area in perpetuity, with language subject to approval by the City Attorney prior to recordation.
- **Dark Sky and Lighting:**
 - All exterior lighting shall meet dark-sky standards; fixture cut sheets shall be submitted at Final Plat (or CZC) review.
- **Agency & Engineering Conditions**
 - The applicant shall comply with all conditions from ACHD, including frontage improvements on Pollard Lane (curb, gutter, detached sidewalk, and sidewalk easement) and Broken Arrow (half-street improvements).
 - All other agency, department, and staff report conditions are hereby incorporated by reference.

Section 4. Proportionate Share Agreement for ITD Improvements (Parcel 1 & 2).
 Owners have agreed to participate in the costs of construction of improvements to the portions of

the State Highway System within the City of Star and/or City of Star Area of City Impact. The Owner for Parcel 1 will pay \$1,000.00 per residential building permit. The Owner for Parcel 2 will pay the \$14,000.00 (\$1,000 x 14 new lots) traffic mitigation fee determined by the Idaho Transportation Department as follows: the Developer will pay the City \$1,000.00 per residential unit within each phase prior to issuance of building permits plat for the development. The City will allocate the funds to roadway improvements in the vicinity of the project. The Developer shall pay this amount 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.

Section 5. 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 fails to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, Owners shall be in default of this Agreement.

Section 6. 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 7. 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 8. Default. The failure of Owner, its heirs or assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, to faithfully comply with any of the terms and conditions of this Agreement shall be deemed a default herein. This Agreement may be modified or terminated by the Star City Council as set forth in the Star City Ordinances. In the event this Agreement is modified, Owner shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Star City Ordinances, determines that this Agreement shall be terminated, the zoning of the Property or portion thereof that has not been developed in accordance with this Agreement shall revert to its prior zoning designation. All uses of such property, which are not consistent with the prior zoning designation, shall cease unless such uses were consistent with this Agreement when commenced. 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 the event there is a default in the terms and/or conditions of this Agreement.

Section 9. 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 10. 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 new owners 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 11. General Matters.

11.1 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.

11.2 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.

11.3 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.

11.4 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 #1: Josh Kinney
Magnolia Holdings, LLC
MERQ Holdings, LLC
1995 N. Highway 16
Star, Idaho 83616

Owner #2 Timberwolves Holdings, LLC
Daniel P. Abel
3480 N. Timber Ridge Lane
Eagle, Idaho 83616

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

11.6 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 of _____, 2026.

Trevor A. Chadwick, Mayor

ATTEST:

Shelly Tilton, City Clerk

OWNER #1:

Magnolia Holdings, LLC.
MERQ Holdings, LLC.
Josh Kinney, Manager

STATE OF IDAHO)
) ss.
County of Ada)

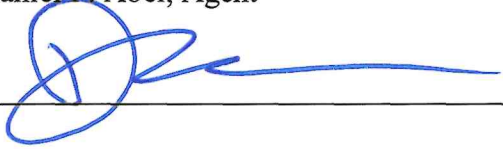
On this _____ day of _____, 2026, before me the undersigned, a Notary Public in and for said state, personally appeared Josh Kinney, known to me to be the Manager of Magnolia Holdings, LLC and MERQ Holdings, LLC, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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

Notary Public for Idaho
Residing at _____
My Commission expires _____

OWNER #2:

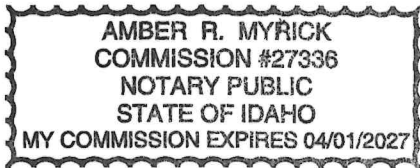
Timberwolves Holdings, LLC
Daniel P. Abel, Agent



STATE OF IDAHO)
) ss.
County of Ada)

On this 11th day of February, 2025, before me the undersigned, a Notary Public in and for said state, personally appeared Daniel P. Abel, known to me to be the Agent of Timberwolves Holdings, LLC, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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





Notary Public for Idaho
Residing at Buhl, ID
My Commission expires 4/01/2027

September 22, 2025

Land Description for
Orton Engineering
Job No. SE0525

R-2 Zone Parcel

This parcel is a portion of Lot 2, Block 1 of Magnolia Subdivision as recorded in Book 61 of Plats at Pages 6074 and 6075 in the Office of the Recorder for Ada County, Idaho lying in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4 in Township 4 North, Range 1 West of the Boise Meridian, Ada County, Idaho and is more particularly described as follows:

COMMENCING at the Northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, (CS1/16 Corner, Section 4),

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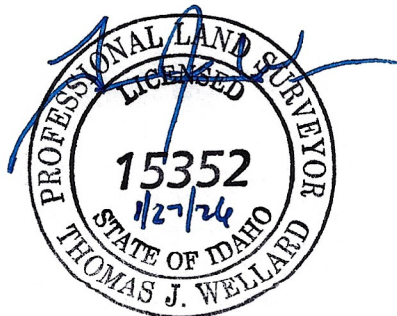
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TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN,
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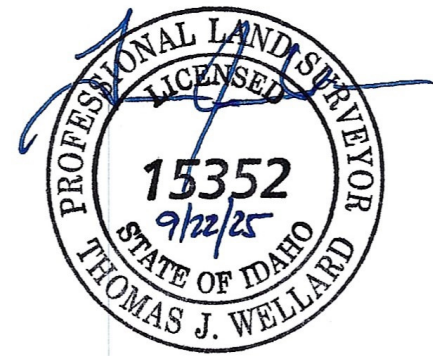
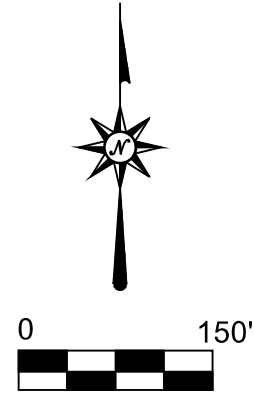
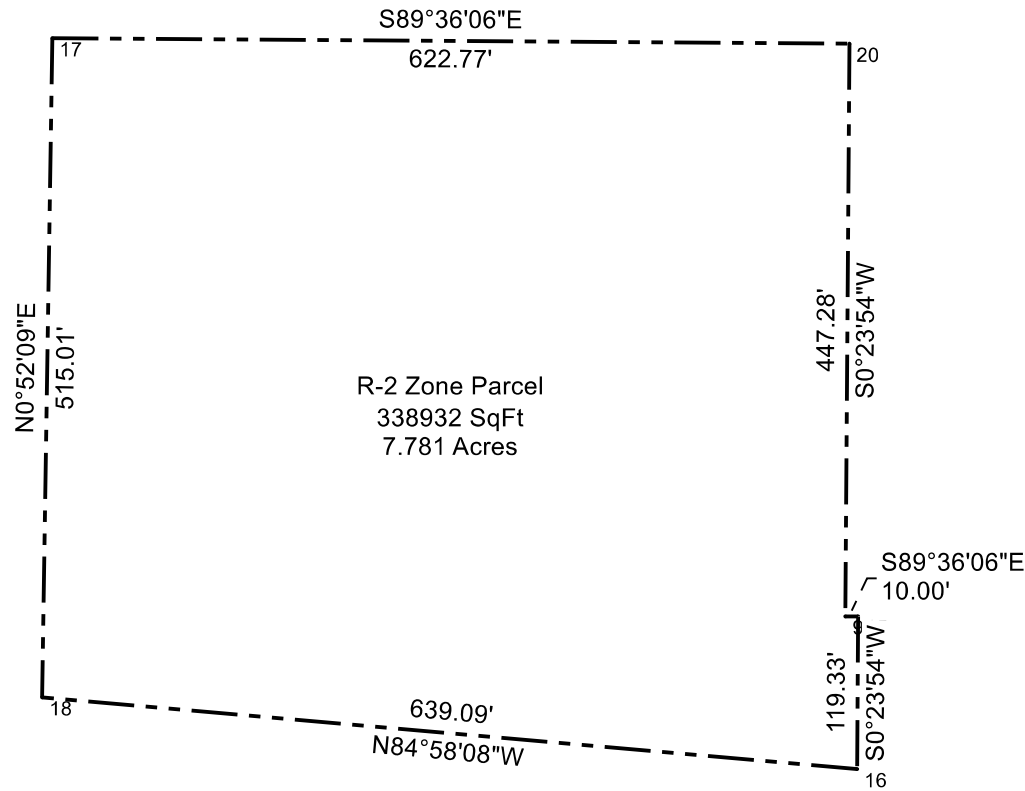


EXHIBIT B

ORIGINAL DEVELOPMENT AGREEMENT JOSH KINNEY ANNEXATION

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 Josh Kinney, hereinafter referred to as "Owner".

WHEREAS, Owner owns parcels of land of approximately 25.15 acres in size (26.73 acres including right-of-way) currently located within the City of Star and Ada County, zoned RUT, and more particularly described in **Exhibit A** of Ordinance 363, which is attached hereto and incorporated by reference herein (the "Property");

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

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

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

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

WHEREAS, the parties agree to the zoning designations for the Property as provided in Exhibit A;

WHEREAS, a Request for Annexation and Zoning of the Property to MU-PUD-DA and R-1-PUD-DA was made as File No. AZ-21-19/DA-21-27/PUD-21-02, 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, which applications were approved;

WHEREAS, the intent of this Agreement is to protect the rights of Owner 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 Property described on **Exhibit A**, Owner is allowed to develop the 25.15 acres as follows:

- **Zoning Classification:** The zoning classification of the Property shall be R-1-PUD-DA/MU-PUD-DA.
- The Owner shall comply with all city ordinances relating to the Property except as otherwise provided herein.

2.2 Site Design. The Property shall be developed in substantial conformance with the approved concept plan, and as conditioned, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**.

2.3 Uses. The Property is hereby approved for residential and mixed use land uses allowed in the designated zoning districts and as further conditioned.

2.4 Setbacks. The development shall comply with the standard setbacks for the MU and R-1 zone.

2.5 Additional Requirements:

- Council approves a
- 7' Sidewalks shall be constructed along W. Floating Feather Road at the time of development of each phase
- A cross access easement shall be provided to the south to connect this development with the future commercial uses in Rosti Farms Subdivision
- A gravel pathway shall be installed along the southern boundary of the property at the time of redevelopment of the residential subdivision
- A berm shall be placed along the north side of the gravel pathway adjacent to the existing two Magnolia Subdivision lots. This shall be included as part of the redevelopment of the residential subdivision.
- The future preliminary plat shall meet all requirements of the Unified Development Code that is in place at the time of final platting, unless modified by Council
- Future residential lots shall be limited to a minimum of 1-acre unless approved by Council and the Magnolia Subdivision HOA

- Lot 1 of Magnolia Subdivision, as it currently exists, shall be zoned Mixed-Use; Lot 2 of Magnolia Subdivision, as it currently exists, shall be zoned Residential R-1
- The following uses shall be prohibited within the Mixed-Use zone, per the Magnolia Subdivision Amended CC&R's:
 - Animal Care Facility
 - Bar/Drinking Establishment
 - Cement Manufacturing. Cemetery
 - Chemical Manufacturing Plant
 - Convenience Store
 - Products Processing
 - Gasoline Station
 - Gasoline Station with Convenience Store
 - Heliport
 - Kennel
 - Mortuary
 - Parking Garage
 - Pawnshop
 - Recycling Center
 - Shooting Range
 - Truck Terminal
 - Vehicle Impound Yard
 - Vehicle Sales or Rentals
- All new residential development shall comply with the current CC&R's associated with the existing Magnolia Subdivision
- Agricultural uses shall be allowed within the MU and R-1 zoning designations to accommodate the proposed vineyards and orchards

2.6 Proportionate Share Agreement for ITD Improvements. Developer agrees 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 by the Idaho Transportation Department as follows: the Developer will pay the City the determined amount 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.

2.7 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 fails to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, Owners 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. At the City's request, Owner shall provide an affidavit agreeing to submit the Property to this 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 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 new owners of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

Section 7. General Matters.

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

7.2 Paragraph Headings. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

7.3 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Agreement. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

7.4 Notices. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

Star:

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

Owner:

Josh Kinney
8675 W. Floating Feather Road
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 25th day April, 2022.



Trevor A. Chadwick, Mayor

ATTEST:



Jacob M. Qualls, City Clerk



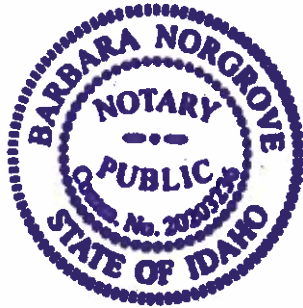
OWNER:

Josh Kinney

STATE OF IDAHO)
) ss.
County of Ada)

On this 14 day of April, 2022, before me the undersigned, a Notary Public in and for said state, personally appeared Josh Kinney, who subscribed his name to the foregoing instrument, and acknowledged to me that they executed the same.

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



Barbara Norgrove
Notary Public for Idaho
Residing at City of Star
My Commission expires 8-21-2026

•••



- REFERENCE DOCUMENTS**
- NOS NO. 291, 294, 21-42, 4308, 4631, 7072, 15023
MARQUA SLUB, BK 61 PG. 6074-6075
SCORNER SLUB, BK 59 PG. 5716-5717
WOLFE'S POLLY SLUB, BK 04, PG. 6036-6057
MOOT NAMEY FRANK SLUB, BK 102, PG. 13029-13040

1. THE RECORDING OF THIS RECORD OF SURVEY DOES NOT EMULI THE OWNERS OF THE PARCELS TO CORRECT OVERSEEN, BASED SOLELY ON THIS MAP, A WRITTEN CORRECTANCE MUST ACCOMPANY SUCH A CHANGE, IN ORDER TO:
2. DAVID SURVEY GROUP, LLC ASSUMES NO LIABILITY FOR PRESENT OR FUTURE COMPLIANCE OR NON-COMPLIANCE WITH CURRENT COUNTY PLANNING AND ZONING ORDINANCE RESTRICTIONS AS IT PERTAINS TO BUILDING PERMITS AND THE ISSUANCE THEREOF.

1. CORY A. MCCORMACK, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH THE CURRENT LAWS OF THE STATE OF IDAHO PERTAINING TO PLATS AND SURVEYS.

COUNTY RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF _____
 MEM. PAST _____ O'CLOCK...M. THIS _____ DAY OF _____ 2007
 PHIL MCGRUNE, RECORDER

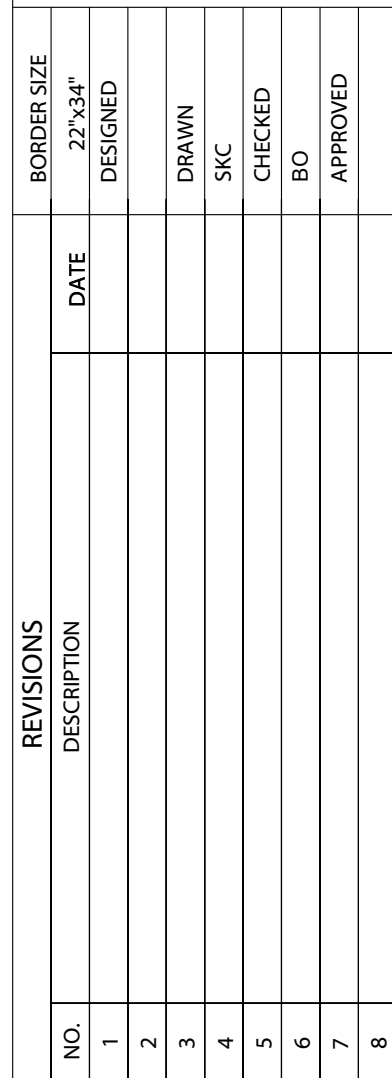
BY _____ DEPUTY
FILE # _____

RECORDING INDEX NUMBER:

414-04-2-3-0-61-6074
414-04-3-2-0-61-6074

208-713-0504





**ORTON
ENGINEERING**
Designing the Future

Orton Engineering, LLC
17338 Sunnymdale Place
Caldwell, ID 83607
Ph 208.350.9422
brentorton@ortonengineers.com

PRELIMINARY PLAT DOCUMENTS FOR:
LONGBOW SUBDIVISION
BROKEN ARROW ST., STAR, IDAHO
PRELIMINARY SITE PLAN

ATTENTION:

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" ON 22X34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: 1/21/2026

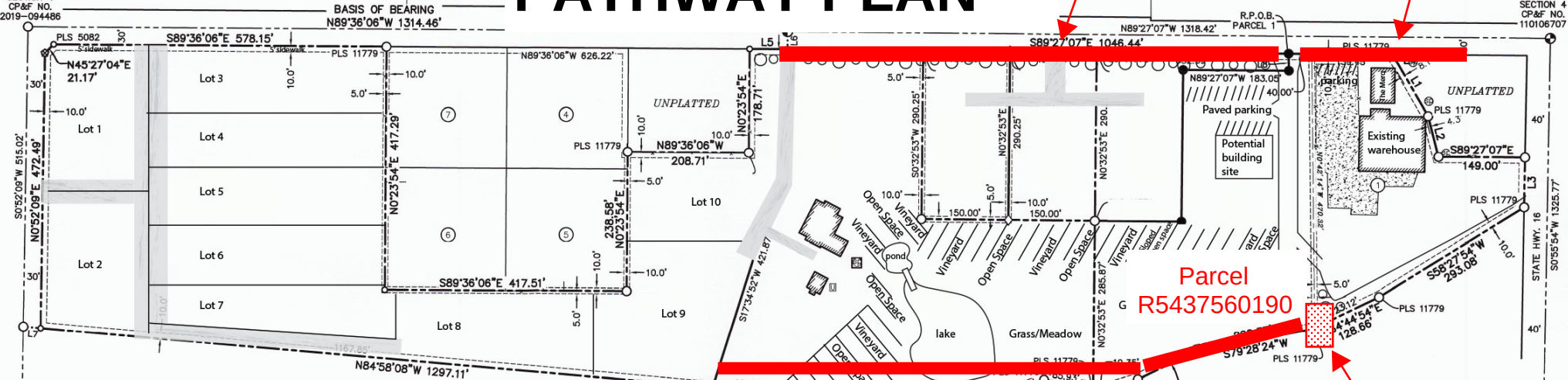
PROJECT: ---

SHEET: C1.0

LOTS 1, 2 AND 3 MAGNOLIA SUBDIVISION LOCATED WITHIN THE S
AND**EXHIBIT D
SIDEWALK/
PATHWAY PLAN**

Sidewalk B
Detached 7' To Be
Built with
Development of
Parcel R5437560190

Sidewalk A
5' Detached to Cul de
Sac To Be Built Prior to
Final Occupancy of
Commercial Building

SW 1/16
SECTION 4
CP&F NO.
2019-094486SE 1/16
SECTION 4
CP&F NO.
110106707**LEGEND**

- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 1/2" IRON PIN, PLS 4347, UNLESS OTHERWISE NOTED
- FOUND 5/8" IRON PIN, PLS 4347, UNLESS OTHERWISE NOTED
- ◇ FOUND 5/8" IRON PIN, PLS 4347, DISTURBED, RESET 5/8" IRON PIN, PLS 11779
- SET 5/8" IRON PIN, PLS 11779
- ② ORIGINAL LOT NO. (MAGNOLIA SUB.)
- R.P.O.B. REAL POINT OF BEGINNING

- PROPERTY BOUNDARY LINE
- NEW PARCEL LINE
- ORIGINAL LOT LINE REMOVED
- ORIGINAL LOT LINE (MAGNOLIA SUB.)
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- EASEMENT LINE (MAGNOLIA SUB.)
- FENCE LINE
- CONCRETE



- BUILDING
- POWER TRANSFORMER
- UTILITY BOX
- WATER SPIGOT
- WATER WELL

REFERENCE DOCUMENTS

ROS NO. 261, 264, 2140, 4308, 4931, 7072, 12023
MAGNOLIA SUB., BK. 61 PG. 6074-6075
SCHREINER SUB., BK. 59 PG. 5716-5717
WORSLEY'S FOLLY SUB., BK. 86, PG. 9656-9657
HOOT NANNY FARMS SUB., BK. 103, PG. 13839-13841

NOTES

1. THE RECORDING OF THIS RECORD OF SURVEY DOES NOT ENABLE THE OWNERS OF THE PARCELS TO CONVEY OWNERSHIP BASED SOLELY ON THIS MAP. A WRITTEN CONVEYANCE MUST ACCOMPANY SUCH A CHANGE IN OWNERSHIP.
2. IDAHO SURVEY GROUP, LLC ASSUMES NO LIABILITY FOR PRESENT OR FUTURE COMPLIANCE OR NON-COMPLIANCE WITH CANYON COUNTY PLANNING AND ZONING ORDINANCE RESTRICTIONS AS IT PERTAINS TO BUILDING PERMITS AND THE ISSUANCE THEREOF.

CERTIFICATE OF LAND SURVEYOR

I, CODY M. MCCAMMON, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH THE CURRENT LAWS OF THE STATE OF IDAHO PERTAINING TO PLATS AND SURVEYS.

CODY M. MCCAMMON



LICENSE NO. 11779

Remaining Gravel
Pathway To Be Built
with Development of
Parcel R5437560190

Cross-Access Easement
To Be Granted During
Development of Parcel
R5437560190

L2	S71°17'17"E	72.42'
L3	S0°55'54"W	85.16'
L5	S89°36'06"E	65.43'
L6	S0°28'23"W	30.00'
L7	S84°58'08"E	30.08'
L8	N0°42'14"W	30.01'

COUNTY RECORDER'S CERTIFICATE

INST. NO. _____
STATE OF IDAHO, COUNTY OF ADA, ss.
FILED FOR RECORD AT THE REQUEST OF _____
MIN. PAST _____ O'CLOCK _____ M. THIS _____ DAY OF _____ 2021
PHIL McGRANE, RECORDER
BY _____ DEPUTY
FEE \$ _____

RECORDING INDEX NUMBER:

414-04-2-3-0-61-6074
414-04-3-2-0-61-6074

Josh Kinney
8675 W Floating Feather Rd
Star, ID 83669

208-713-0504

ILLUSTRATIVE ELEVATIONS

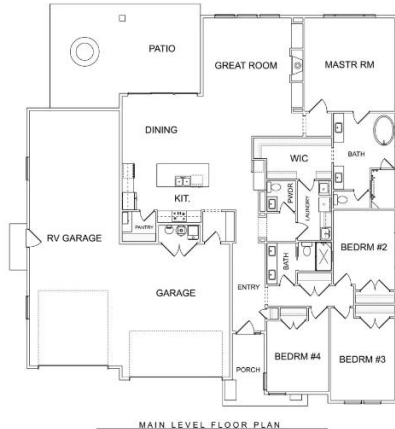
EXHIBIT E

Olympia

Rooms: 4
2393

Bathrooms 2.5
Garage Size: 3

Sq. Footage:
Stories: 1

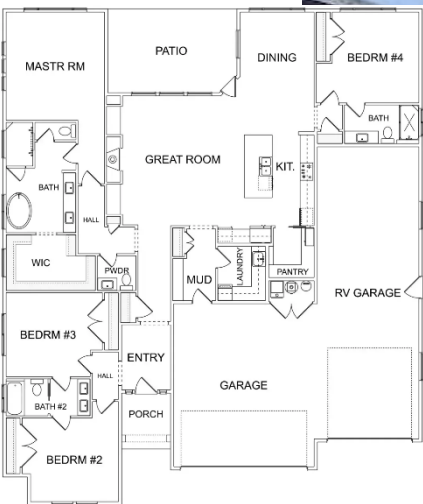


Tacoma

Rooms: 4
2525

Bathrooms 3.5
Garage Size: 3

Sq. Footage:
Stories: 1



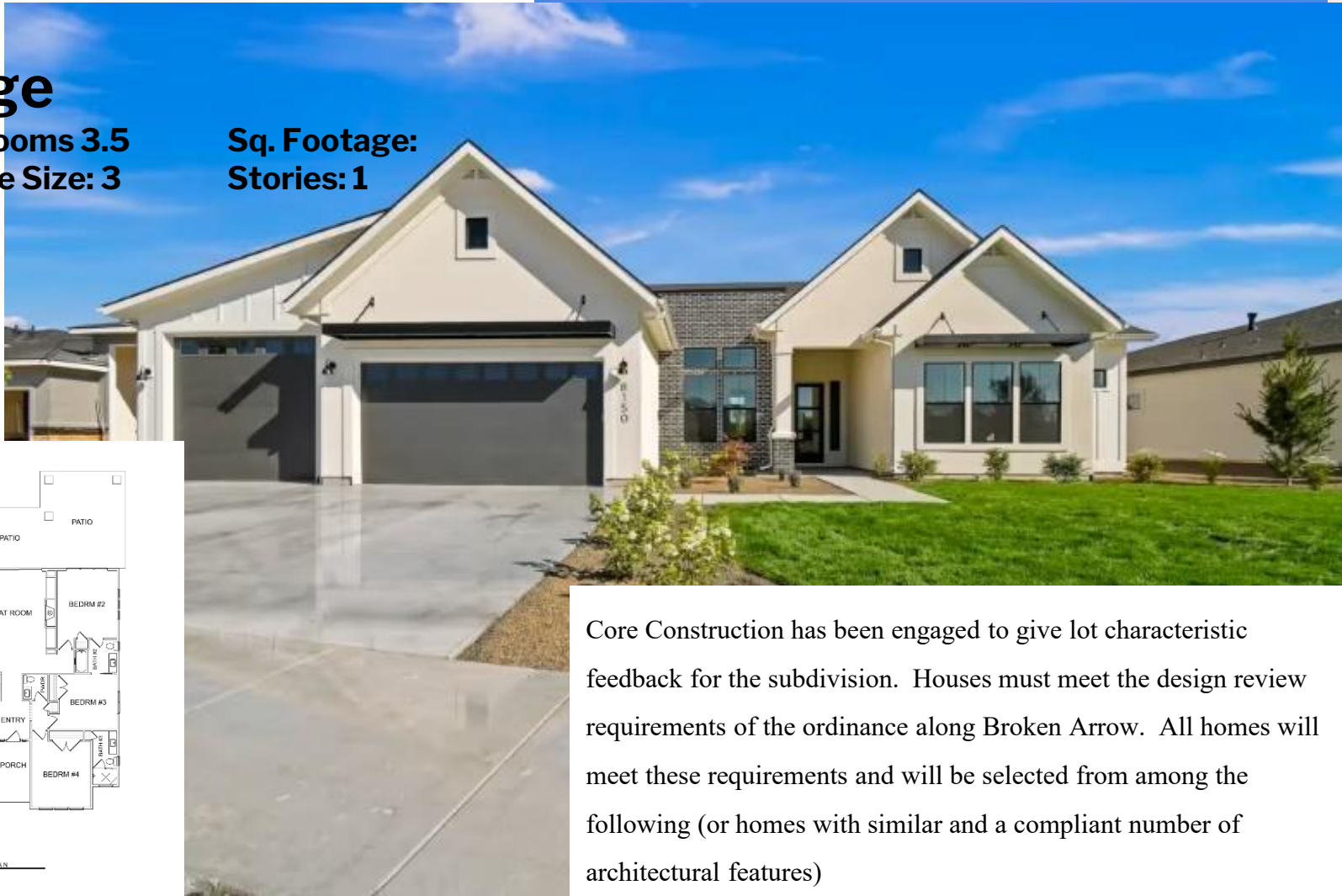
MAIN LEVEL FLOOR PLAN



Cambridge

Rooms: 4 Bathrooms 3.5
3058 Garage Size: 3

Sq. Footage:
Stories: 1



Core Construction has been engaged to give lot characteristic feedback for the subdivision. Houses must meet the design review requirements of the ordinance along Broken Arrow. All homes will meet these requirements and will be selected from among the following (or homes with similar and a compliant number of architectural features)

West Haven

Rooms: 3 **Bathrooms 2.5**
2962 **Garage Size: 3**

Sq. Footage:
Stories: 1



ILLUSTRATIVE ELEVATIONS

Prescott

Rooms: 4 Bathrooms: 3 Sq. Footage: 2670
Garage Size: 3 Stories: 1



SAMPLE GATE DESIGN



Pictured is an example gate with a large vehicle turnaround that meets fire requirements and code.