

ORDINANCE NO. 345
(GRACE ASSISTED LIVING FACILITY ANNEXATION)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO; MORE SPECIFICALLY LOCATED ON W. STATE STREET, CANYON COUNTY PARCELS R3401000000 AND R3401001200, IN STAR, IDAHO AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTIES ARE OWNED BY GRACE AT STAR, LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS COMMERCIAL WITH A DEVELOPMENT AGREEMENT (C-2-DA) OF APPROXIMATELY 15.80 ACRES; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Star, Ada and Canyon County, Idaho (“the City”), is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex and to incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

WHEREAS, pursuant to Section 67-6524, Idaho Code, the City of Star has adopted the Unified Development Code Ordinance, the same being Ordinance No. 303, adopted on March 3, 2020 and subsequently amended; and

WHEREAS, the owner(s) of the real property situated in the unincorporated areas of Canyon County and particularly described in Section 2 of this Ordinance have requested, in writing, annexation of said real property to the City of Star; and

WHEREAS, the Mayor and Council, held a public hearing on August 17, 2021, on the proposed annexation and zoning of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested annexation should be granted and that the annexed property should be zoned 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 contiguous to the City, that said property can be reasonably assumed to be used for orderly development of the City, that the owner(s) of said property have requested, in writing, annexation of said property by the City, and that the requirements of Section 50-222, Idaho Code, for annexation of said property, have been satisfied.

Section 2: The real property, described in the attached “Exhibit A”, situated in Canyon County, Idaho, is hereby annexed into the City of Star. From and after the effective date of this Ordinance, the residents and other occupants and property owners within such area shall enjoy all

the rights and responsibilities and shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Star as their fellow residents, occupants, and owners within the City of Star.

Section 3: The zoning land use classification of the land described in Section 2 above, is hereby established as Commercial with a Development Agreement (C-2-DA), as provided by the Unified Development Code of the City of Star. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the Commercial with a Development Agreement (C-2-DA) 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 Canyon County, Idaho, and with the State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

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

DATED this ____ day of _____, 2021.

CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

EXHIBIT A

ANNEXATION LAND DESCRIPTION

A tract of land being a portion of the SW ¼ of the SE ¼ of Section 12, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found steel pin monumenting the South ¼ corner of said Section 12, thence easterly along the south line of said SW ¼ of the SE ¼, N 89°29'16" E a distance of 1347.44 feet to a found steel pin monumenting the SE corner of said SW ¼ of the SE ¼; thence westerly along said line S 89°29'16" W a distance of 25.00 feet to the center line of Bent Lane; thence northerly along said center line N 00°11'23" E a distance of 286.24 feet to the POINT OF BEGINNING.

Thence leaving said center line S 89°29'16" W a distance of 25.00 feet to a found steel pin on the westerly rights-of-way line of said Bent Lane and monumenting the SE corner of Parcel A per Record of Survey recorded as Instrument 2017-052965, records of Canyon County, Idaho;

Thence westerly along the southerly line of said Parcel, S 89°29'16" W a distance of 799.36 feet to a found steel pin monumenting the SW corner of said Parcel;

Thence northerly along the west line of said Parcel N 00°18'37" E a distance of 867.17 feet to a found steel pin monumenting the NW corner of said Parcel on the southerly rights-of-way line of State Highway 44 at Station 473+15.15 per Federal Aid Project S-3748(3);

Thence N 10°52'10" E on a radial line 60.00 feet to a point on the center line of said State Highway 44 at said Station;

Thence southeasterly along said center line, 848.07 feet along the arc of a circular curve to the right, said curve having a radius of 11459.16 feet, a central angle of 4°14'25" and a long chord of S 77°00'37" E a distance of 847.88 feet to Station 481+63.22;

Thence on a radial line S 15°06'36" W a distance of 60.00 feet to a point on said southerly rights-of-way at said Station and the center line of said Bent Lane;

Thence southerly along said center line S 00°13'23" W a distance of 670.20 feet to the POINT OF BEGINNING.

The above-described tract of land contains 15.80 acres more or less subject to all existing easements and rights-of-way.

See Exhibit B attached hereto and made part of.

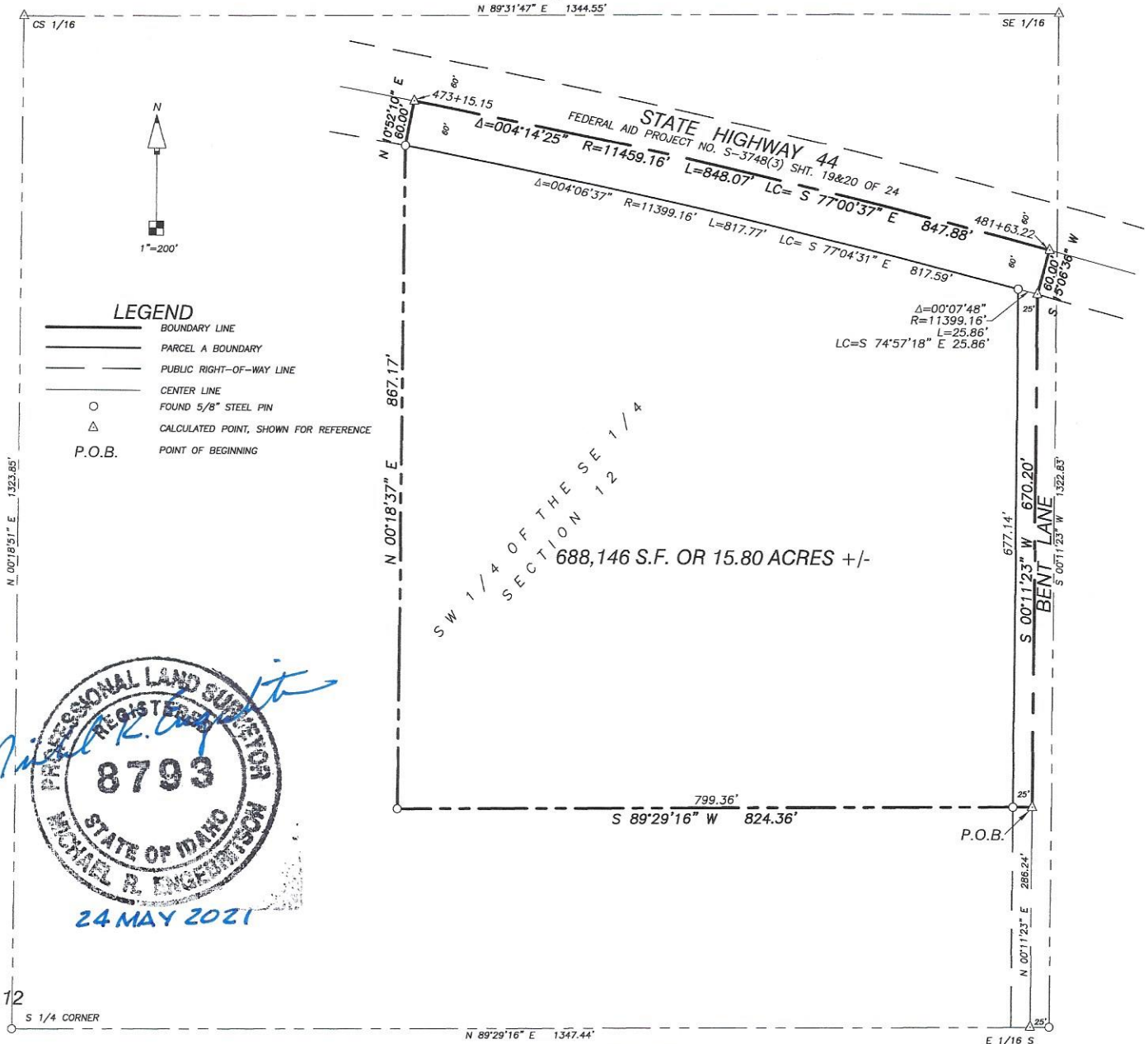


Exhibit B

FOR

GRACE AT STAR, LLC. ANNEXATION

PARCEL A PER RECORD OF SURVEY INST. NO. 2017-052965, 1/2 R/W BENT LANE AND STATE HWY. 44
WITHIN THE SW 1/4 OF THE SE 1/4 OF SECTION 12,
TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN,
CANYON COUNTY, IDAHO
2021



LEGEND

- BOUNDARY LINE
- PARCEL A BOUNDARY
- - - PUBLIC RIGHT-OF-WAY LINE
- CENTER LINE
- FOUND 5/8" STEEL PIN
- △ CALCULATED POINT, SHOWN FOR REFERENCE
- P.O.B. POINT OF BEGINNING

SW 1/4 OF THE SE 1/4 SECTION 12
688,146 S.F. OR 15.80 ACRES +/-



ENGBRITSON LAND SURVEYS, PLLC.

2251 S. SUMAC STREET
BOISE, IDAHO 83706
PHONE (208) 859-6032 mike@elsurveys.com
ELS PN. 210512 REF. 210507 & 210129

**DEVELOPMENT AGREEMENT
GRACE ASSISTED LIVING FACILITY**

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 Grace at Star, 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 and more particularly described in **Exhibit A** of Ordinance 345, which is attached hereto and incorporated by reference herein (the "Property");

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

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

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

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

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

WHEREAS, Owner filed with the City of Star, a Request for Annexation and Rezone of the Property and Zoning of C-2-DA, as File No. AZ-21-13/DA-21-19, so that the City can review all the applications affecting the use and development of the Property in an integrated manner consistent with the City's Comprehensive Plan and land use ordinances;

WHEREAS, the intent of this Agreement is to protect the rights of Owner's use and enjoyment of the Property while at the same time mitigating any adverse impacts of the development upon neighboring properties and the existing community and ensuring the Property is developed in a manner consistent with City Ordinances;

THEREFORE, the City and Owner, for and in consideration of the mutual covenants, duties and obligations herein set forth, hereby agree as follows:

Section 1. Legal Authority. This Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Star City Code, Title 8, Chapter 1.

Section 2. Development/Uses/Standards.

2.1 Development Acreage and Uses Permitted. As to the Parcel shown on **Exhibit A**, Owner is allowed to develop 15.08 acres as follows:

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

2.2 Site Design. The Preliminary Plat/Concept Plan, as set forth in **Exhibit B**, is hereby approved.

2.3 Uses. The development is hereby approved for an Assisted Living Facility and maximum of 35 independent senior living units. The project will be phased.

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

2.5 Additional Requirements:

- Facility will have canned lighting outside on the building
- Provide a public road type access from Bent Lane between the commercial pads and a public road on the eastern north/south road. Both roads will provide a 36-foot minimum width and meet Highway District standards.
- Provide an additional 5 parking spaces in the residential portion of the development through road widening or an off-street parking lot
- The applicant shall submit a lot split/lot line adjustment application for approval to create a 70' road corridor along the southern boundary of the property. This area shall be dedicated in the future to the City of Star or Canyon Highway District #4 for the purpose of construction of a roadway as shown on the City of Star ECAMP map.
- A 6-foot site obscuring fence shall be provided along the southern side of the south collector road. This fence shall be constructed by whomever builds the roadway at the time of construction.

2.6 Future Land Uses. Exhibit B represents the currently approved land uses as presented by the owner at the time of Council approval. The owner may, at any time, request a modification to the uses within this Development Agreement, once those future uses are known. At that time, the proposed uses will be reviewed for compliance with the current City Code and Comprehensive Plan. Currently approved conditions or new conditions will be revised or added at that time based on the uses proposed.

2.7 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.

2.8 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.

2.9 Conditions, Bonding for Completion. All of the conditions set forth herein shall be complied with or shall be bonded for completion by Owner before an Occupancy permit will be granted. Failure to comply with the Star City Ordinances or the terms of this Agreement shall result in a default of this Agreement by Owner. Owner may be allowed to bond for certain conditions at one hundred and fifty percent (150%) of the estimated cost of completion pursuant to Star City Ordinances.

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

Section 4. Default. The failure of Owner, its heirs or assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, to faithfully comply with any of the terms and conditions of this Agreement shall be deemed a default herein. This Agreement may be modified or terminated by the Star City Council as set forth in the Star City Ordinances. In the event this Agreement is modified, Owner shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Star City Ordinances, determines that this Agreement shall be terminated, the zoning of the Property or portion thereof that has not been developed in accordance with this Agreement shall revert its prior zoning designation. All uses of such property, which are not consistent with the prior zoning designation, shall cease. A waiver by the City of Star for any default by Owner of any one or more of the covenants or

conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions. Owner, by entering into this Agreement, do hereby consent to a reversion of the subject property to its prior zoning designation in the event there is a default in the terms and/or conditions of this Agreement.

Section 5. Unenforceable Provisions. If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the instrument shall remain in full force and effect.

Section 6. Assignment and Transfer. After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of the Applicant. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property and shall run with the land. This Agreement shall be binding on the City and Owner, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns: provided, however, that if all or any portion of the Property is divided, each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

Section 7. General Matters.

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

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

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

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

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

Owner: Grace At Star, LLC
890 N. Cole Road
Boise, Idaho 83704

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

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

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

Dated this _____ day _____, 2021.

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

EXHIBIT B

SHEET 1 OF 2

CONTACTS

CIVIL ENGINEER:
BRECKON LAND DESIGN
6861 N GLENWOOD ST.
GARDEN CITY, ID 83714
CONTACT: MARY WALL
PHONE: 208-376-5153

OWNER:
GRACE AT STAR, LLC
890 COLE ROAD
BOISE, ID
CONTACT: LINDA HINES
PHONE: 208-376-0067

SURVEYOR:
ENGEBRITSON LAND SURVEYS, PLLC.
2251 SUMAC ST.
BOISE, ID 83706
CONTACT: MIKE ENGEBRITSON
PHONE: 208-859-6032

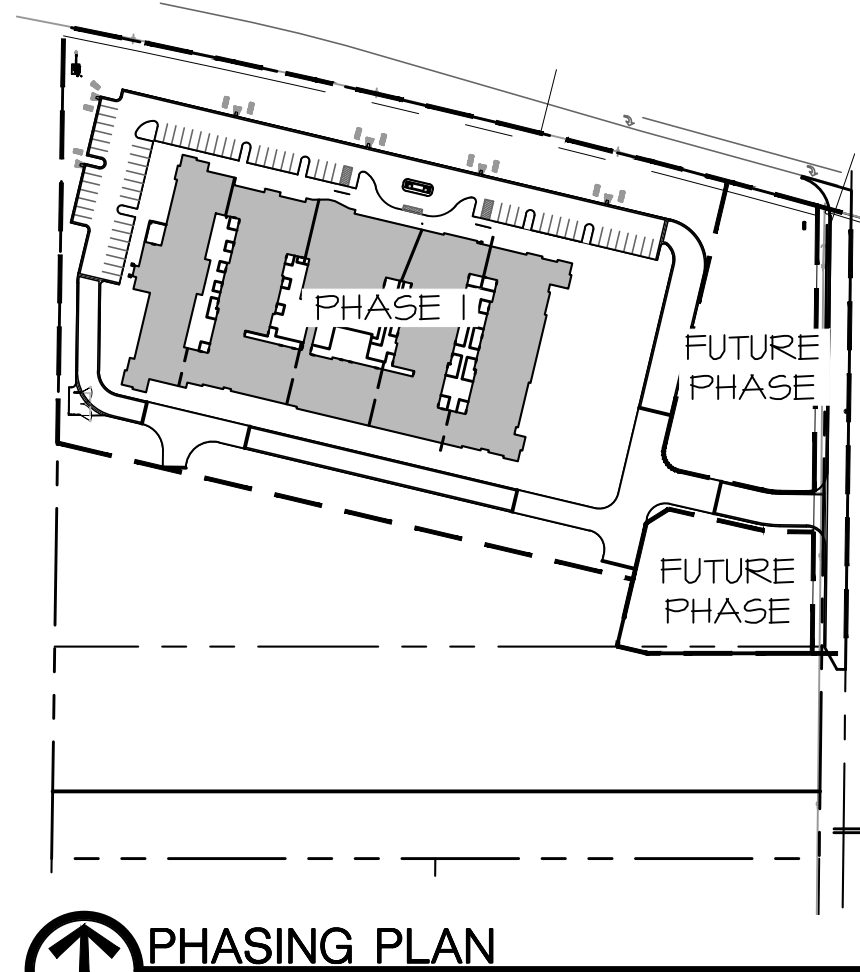
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NOT FOR
CONSTRUCTION

Civil Engineering
Landscape Architecture
Planning & Surveying
Interior Design
Architectural
Construction Management
Site Planning
www.breckonlanddesign.com
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Garden City, Idaho 83714



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PHASING PLAN

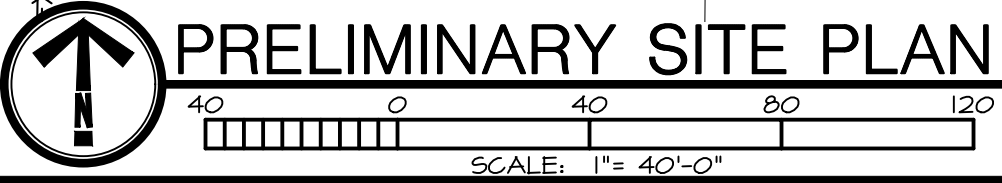
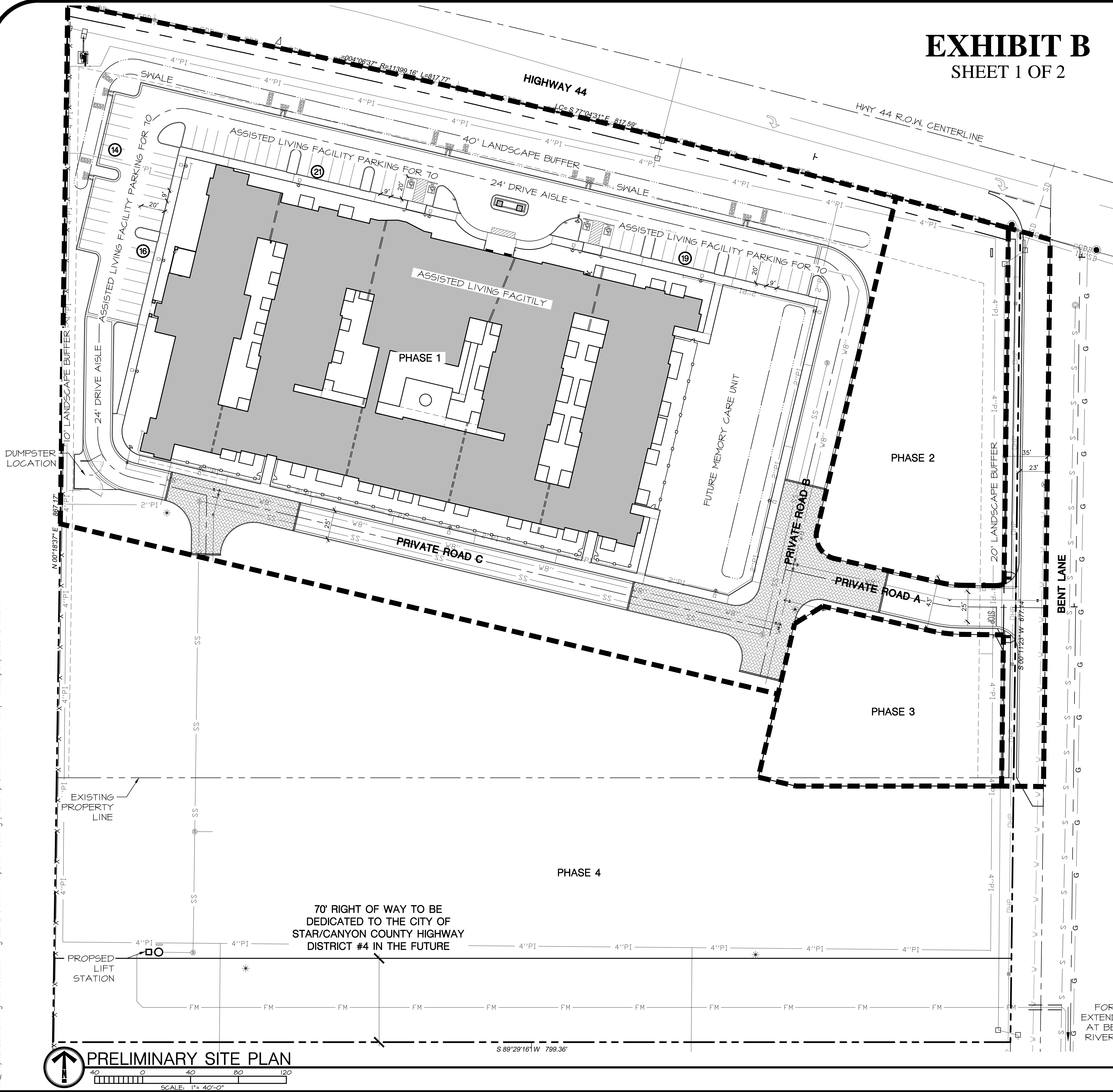
SITE LEGEND

- EXISTING PROPERTY BOUNDARY
- - - ROAD CENTERLINE
- PROPOSED LOT LINE
- - - PROPOSED RIGHT OF WAY
- - - EASEMENT LINE
- SETBACKS
- 4"PI PROPOSED PRESSURE IRRIGATION
- W W EXISTING WATER MAIN
- S S EXISTING SEWER
- W8" PROPOSED WATER MAIN
- SS PROPOSED SEWER MAIN
- VEHICULAR STRIPING
- ④ PARKING STALL COUNT
- PROPOSED BUILDING
- VERTICAL CURBING LOCATION
- * LIGHT POLE
- PERMEABLE PAVERS
- - - PHASING LIMITS

DEVELOPMENT FEATURES:

TOTAL ACRES	14.16 AC
EXISTING ZONING (CANYON COUNTY)	C1 (NEIGHBORHOOD COMMERCIAL) RR (RURAL RESIDENTIAL)
PROPOSED ZONING (STAR)	C-1 (COMMERCIAL)
ADJACENT ZONING	SOUTH: A6 (CANYON COUNTY) WEST: MU-DA (CITY OF STAR) EAST: M1 & A6 (CANYON COUNTY)
TOTAL LOTS	13 LOTS
COMMERCIAL LOTS	12 LOTS
COMMON AREA LOTS	1 LOT

DIMENSIONAL STANDARDS OF PROPOSED C-1 ZONING: (STANDARDS PER CITY OF STAR CODE 8-3 UNLESS INDICATED)	
MAXIMUM BUILDING HEIGHT	35 FT
FRONT SETBACK	20 FT
REAR SETBACK	5 FT
INTERIOR SIDE SETBACK	0 FT
CORNER SIDE SETBACK	20 FT



FORCE MAIN TO
EXTEND TO MANHOLE
AT BENT LANE AND
RIVER RANCH LANE

GRACE AT STAR DEVELOPMENT
BENT LANE AT HWY 44
CANYON COUNTY, ID
PRELIMINARY SITE PLAN



REVISIONS		
No.	Date	Description

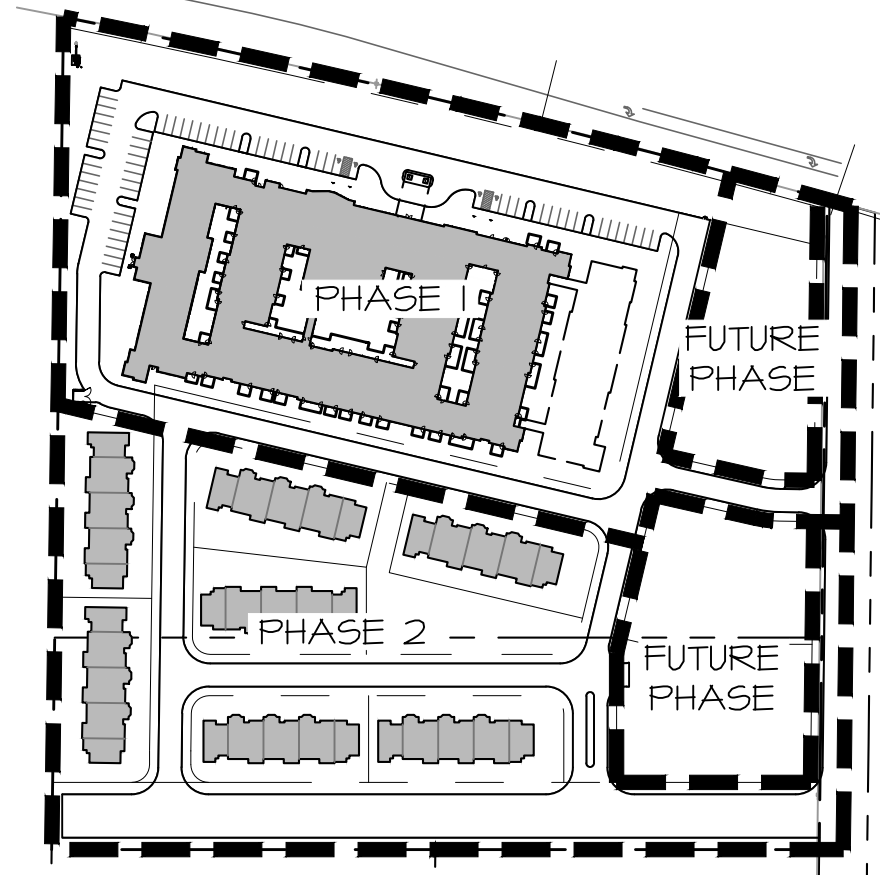
PROJECT NO.:
21016
DRAWN BY:
KH/CS
CHECKED BY:
JB/MW
DATE:
5/27/2021

SHEET NUMBER
SP1.0

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EXHIBIT B

SHEET 2 OF 2



CONTACTS

CIVIL ENGINEER:
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6861 N GLENWOOD ST.
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GRACE AT STAR DEVELOPMENT
BENT LANE AT HWY 44
CANYON COUNTY, ID
PRELIMINARY SITE PLAN



REVISIONS		
No.	Date	Description

PROJECT NO.: 21016
DRAWN BY: KH/CS
CHECKED BY: JB/MW
DATE: 5/27/2021

SHEET NUMBER
SP10

PHASING PLAN

SITE LEGEND

- EXISTING PROPERTY BOUNDARY
- ROAD CENTERLINE
- PROPOSED LOT LINE
- PROPOSED RIGHT OF WAY
- EASEMENT LINE
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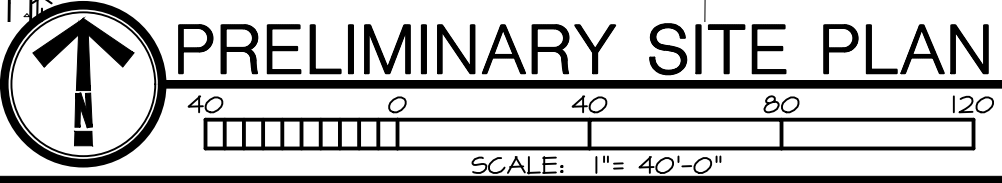
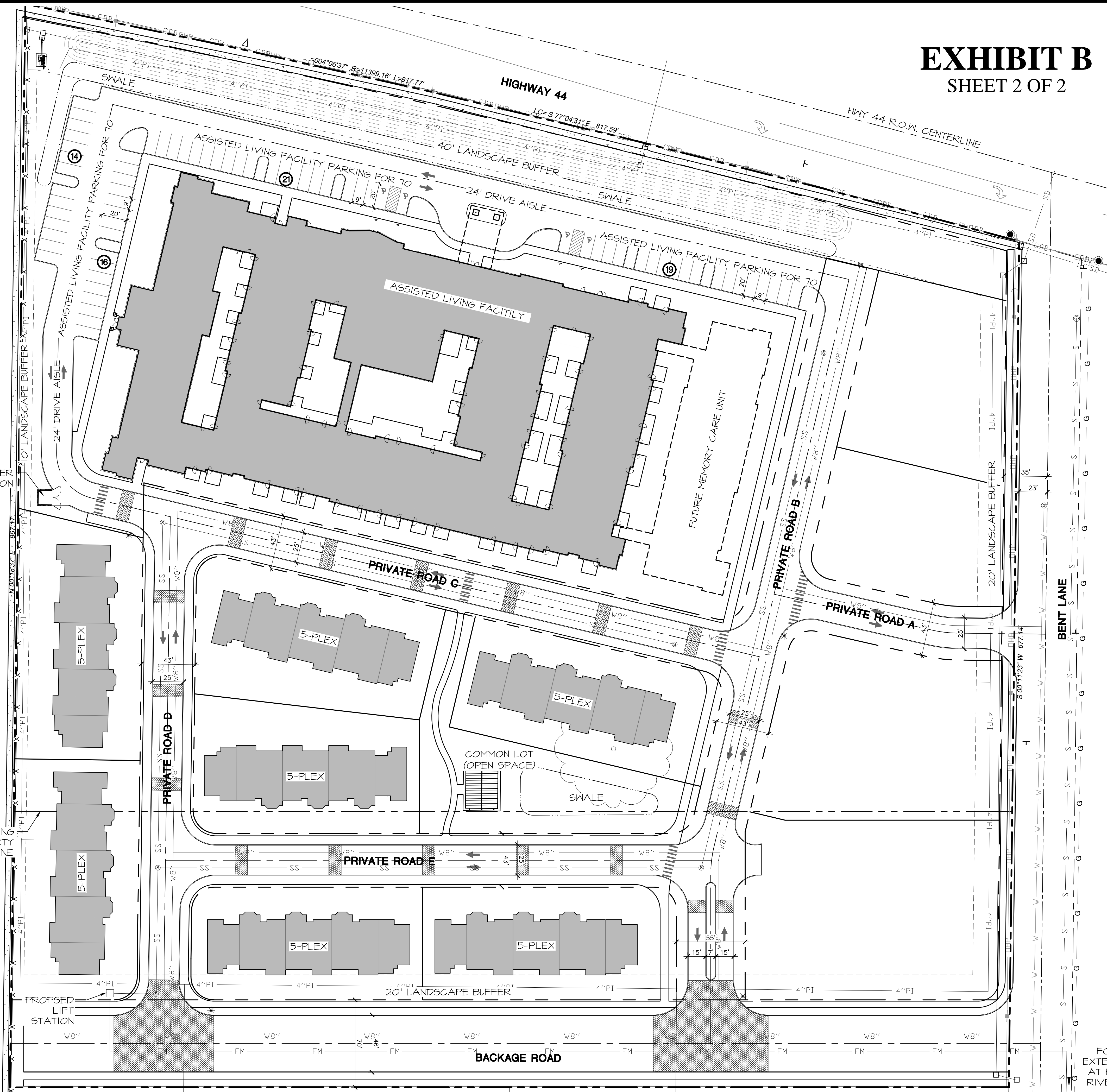
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FORCE MAIN TO
EXTEND TO MANHOLE
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