

**ORDINANCE NO. 364-2022**  
**(SPRINGTREE ESTATES SUBDIVISION ANNEXATION)**

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 9220 W BEACON LIGHT ROAD, IN STAR, IDAHO (ADA COUNTY PARCEL S0333334020) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY RIVER BIRCH INVESTMENTS LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-3-DA) OF APPROXIMATELY 5.07 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 Ada 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 February 15, 2022 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 Residential with a Development Agreement (R-3-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”, including adjacent right of way, situated in Ada 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 Residential with a Development Agreement (R-3-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-3-DA) land use classification.

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

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

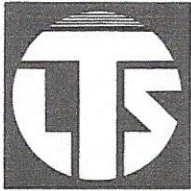
CITY OF STAR  
Ada and Canyon County, Idaho

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

ATTEST:

\_\_\_\_\_  
Jacob M. Qualls, City Clerk

# EXHIBIT A



**TEALEY'S LAND  
SURVEYING**

12594 W. Explorer Drive, Suite 150 • Boise, Idaho 83713

(208) 385-0636

Fax (208) 385-0696

Project No.: 4881

Date: September 22, 2021

**DESCRIPTION**  
**FOR**  
**RIVER BIRCH INVESTMENTS, LLC**  
**PARCEL**

A parcel of land being the South 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4 of Section 33, T.5N., R.1W., Ada County, Idaho as shown on Record of Survey No. 10863, on file under Instrument No. 2017-028986 in the Office of the Recorder for Ada County and more particularly described as follows:

COMMENCING at the Southwest corner of said Section 33, marked by an aluminum cap; thence along the South line of said Section 33

South 89°27'25" East 658.21 feet to the Southwest corner of said South 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4 which point is the **POINT OF BEGINNING**, marked by an iron pin; thence leaving said South line and along the West line of said South 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4

North 00°00'28" East 331.49 feet to the Northwest corner of said South 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4, marked by an iron pin; thence along the North line of said South 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4

South 89°26'58" East 658.08 feet to the Northeast corner of said South 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4, marked by an iron pin; thence along the East line of said South 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4

South 00°00'57" West 331.40 feet to the West 1/16 corner on said South line of Section 33, marked by an iron pin; thence along said South line

North 89°27'25" West 658.03 feet to the **POINT OF BEGINNING**.

**Said Parcel Contains 5.007 Acres, more or less.**

This description is based on Record of Survey No. 10863 and does not represent a survey on the ground by Tealey's Land Surveying.



**ANNEXATION EXHIBIT  
FOR  
RIVER BIRCH INVESTMENTS, LLC**

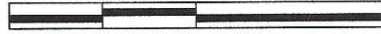
THE S 1/2 SE 1/4 SW 1/4 SW 1/4

Sect 33, T.5N., R.1W.

ADA COUNTY, IDAHO



0 50 100 200



SCALE IN FEET

1" = 100'

**NOTE:**

SEE R.O.S. # 10863 FOR BOUNDARY  
INFORMATION.



S 89°26'58" E 658.08'

PARCEL  
218,099 S.F.  
5.007 AC.

N 00°00'28" E 331.49'

NORTH POLLARD LANE  
S 00°00'57" W 331.40'

S 89°27'25" E  
658.21'

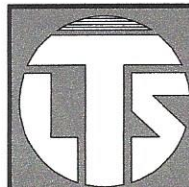
32 33  
5 4

WEST BEACON LIGHT ROAD

W. 1/16 COR  
33/4

N 89°27'25" W 658.03'

POINT OF BEGINNING



**TEALEY'S LAND SURVEYING**

12594 W. EXPLORER DRIVE, SUITE 150, BOISE, ID 83713

208-385-0636

Date: 9/22/21

Dwn: dnm

Dwg# 4881

## **DEVELOPMENT AGREEMENT SPRINGTREE ESTATES SUBDIVISION**

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 River Birch Investments, a limited liability company, hereinafter referred to as "Owner".

WHEREAS, Owner owns parcels of land of approximately 5.07 acres in size, currently located within the City of Star and Ada County, zoned RUT, and more particularly described in **Exhibit A**, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner requested that a portion of the Property be annexed into the City, that a portion of the Property be rezoned, 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 R-3-DA, and a preliminary plat was made as File No. AZ-21-16/DA-21-24/PP-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, 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 5.07 acres as follows:

- Zoning Classification: The zoning classification of the Property shall be a R-3-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 preliminary plat, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**.

**2.3 Uses.** The Property is hereby approved for a maximum of 13 residential lots.

**2.4 Setbacks.** The development shall comply with the standard setbacks for the R-3 zone.

**2.5 Additional Requirements:**

- Council approves a Private Street for the development to be built to City and ACHD standards
- The development shall include a maximum of 5 lots along the northern boundary with a minimum of 12,000 square feet each
- 7' Sidewalks shall be installed along Beacon Light Road
- The applicant shall provide required landscape buffers along Beacon Light Road and N. Pollard Lane and shall include a concrete pathway from the proposed cul-de-sac to Beacon Light Road. The Council has waived all remaining open space and amenity requirements.
- Mailboxes shall be provided that are constructed with durable materials, with style and location to be approved by the postmaster
- The applicant shall satisfy all local, state and federal requirements associated with the existing floodplain prior to any improvements on the property, or as approved by the City Engineer

- The applicant shall provide upgraded landscaping along the northern boundary of the subdivision in the rear yards of the northern lots
- The applicant shall satisfy all drainage concerns voiced at the public hearing, including the extension of the existing culvert and distribution of on-site drainage
- The applicant shall be responsible to pay ITD proportionate shares, as determined by the District

**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.



Dated this \_\_\_\_\_ day \_\_\_\_\_, 2022.

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Trevor A. Chadwick, Mayor

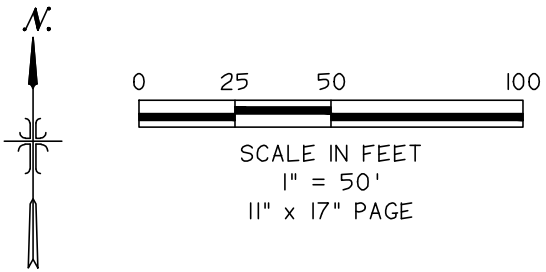
ATTEST:

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Jacob M. Qualls, City Clerk



EXHIBIT B



NOTES:  
I. SEE R.O.S. # 10863 FOR BOUNDARY INFORMATION.

EXHIBIT  
FOR PROPOSED  
SPRINGTREE ESTATES SUBDIVISIC  
THE S 1/2 SE 1/4 SW 1/4 SW 1/4  
Sect 33, T.5N., R.1W.  
ADA COUNTY, IDAHO

