ORDINANCE NO. 363-2022 (JOSH KINNEY 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 8675 W FLOATING FEATHER ROAD, IN STAR, IDAHO (ADA COUNTY PARCELS R5437560010, R5437560210, R5437560215, R5437560220, R5437560230) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED JOSH KINNEY; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS MIXED USE WITH A PLANNED UNIT DEVELOPMENT AND DEVELOPMENT AGREEMENT (MU-PUD-DA) AND RESIDENTIAL WITH A PLANNED UNIT DEVELOPMENT AND DEVELOPMENT AGREEMENT (R-1-PUD-DA) OF APPROXIMATELY 26.73 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 01, 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 Mixed use with a Planned Unit Development and Development Agreement (MU-PUD-DA) and Residential with a Planned Unit Development and Development Agreement (R-1-PUD-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 Mixed Use with a Planned Unit Development and Development Agreement (MU-PUD-DA) and Residential with a Planned Unit Development and Development Agreement (R-1-PUD-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 Mixed Use with a Planned Unit Development and Development Agreement (MU-PUD-DA) and Residential with a Planned Unit Development and Development Agreement (R-1-PUD-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.

<u>Section 5:</u> 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
ATTEST:	BY: Trevor A. Chadwick, Mayor
Jacob M. Qualls, City Clerk	

EXHIBIT A

Description for MU-PUD-DA

April 6, 2022

All of Lot 1, Block 1 of Magnolia Subdivision as filed in Book 61 of Plats at Pages 6074 and 6075, records of Ada County, Idaho and a portion of the Southwest 1/4 of the Southeast 1/4 of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the Center-South 1/16 corner of said Section 4 from which the Southwest 1/16 corner of said Section 4 bears, North 89°36'06" West, 1,314.46 feet; thence on the north boundary line of the Southwest 1/4 of the Southeast 1/4 of said Section 4, South 89°27'07" East, 906.37 feet to the northerly extension of the west boundary line of said Lot 1 and the **REAL POINT OF BEGINNING**;

thence continuing on said north boundary line, South 89°27'07" East, 122.24 feet to the northwesterly extension of the exterior boundary line of said Magnolia Subdivision:

thence on said exterior boundary line and the northwesterly extension thereof the following six (6) courses and distances:

South 30°13'52" East, 158.06 feet;

South 14°17'17" East, 72.42 feet;

South 89°27'07" East, 189.00 feet;

South 00°55'54" West, 59.98 feet;

South 58°27'54" West, 340.49 feet;

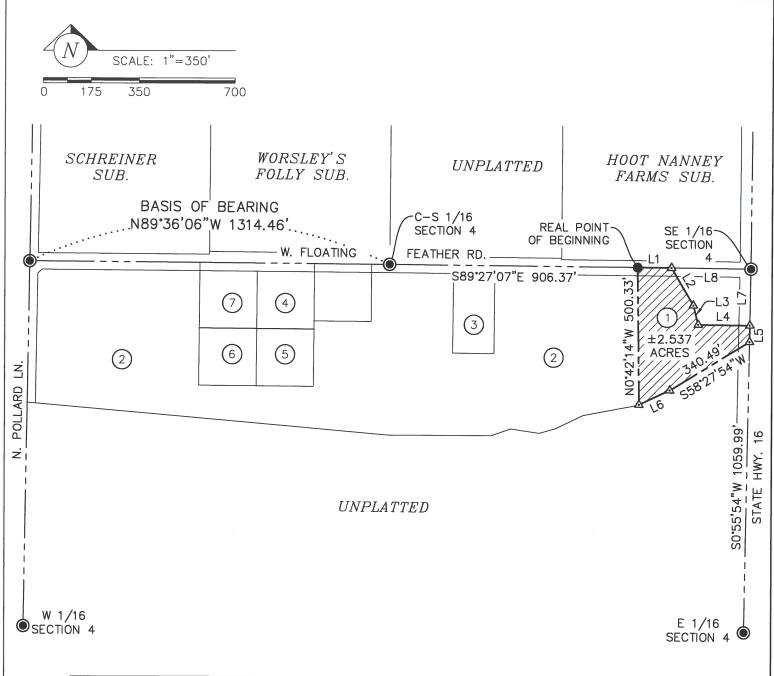
South 64°44'54" West, 123.12 feet to the west boundary line of said Lot 1;

thence on said west boundary line and the northerly extension thereof, North 00°42'14" West, 500.33 feet to the **REAL POINT OF BEGINNING**.

Containing 2.537 acres, more or less.

End of Description.





LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°27'07"E	122.24
L2	S30°13'52"E	158.06
L3	S14°17'17"E	72.42
L4	S89°27'07"E	189.00
L5	S0°55'54"W	59.98
L6	S64°44'54"W 123.12	

LINE TABLE		
LINE	BEARING	LENGTH
L7	N0°55'54"E	205.80
L8	S89°27'07"E	289.80



Split 21-051\dwq\MU-DA Zone Ex.dwq 4/6/2022 9:44:12 AM



SURVEY GROUP, LLC

9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570

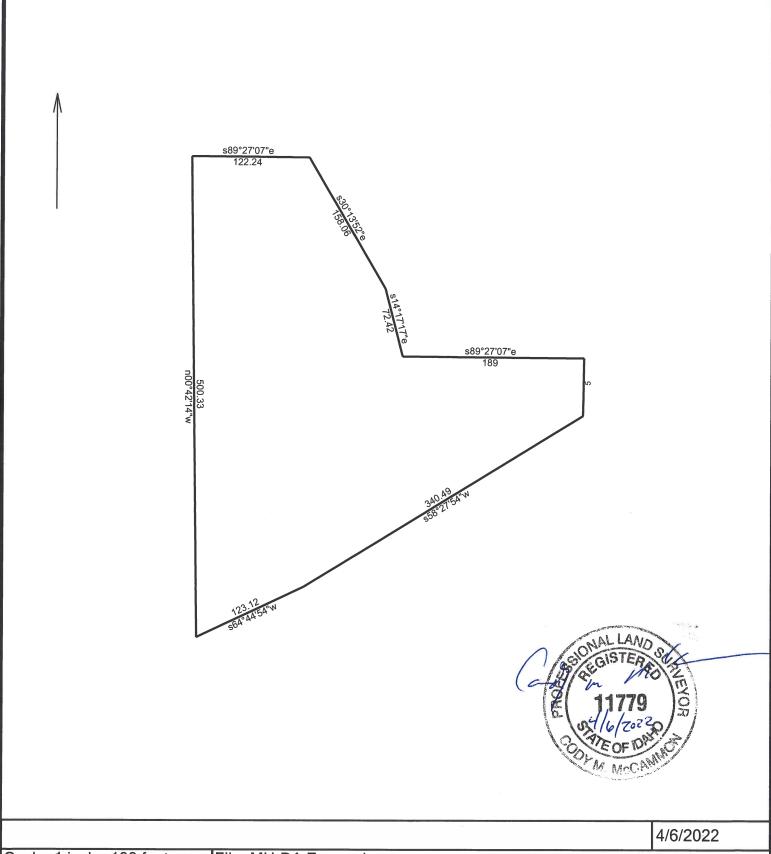
EXHIBIT DRAWING FOR

MU-PUD-DA

JOB NO. 21-051 SHEET NO. 1

LOT 1, BLOCK 1, MAGNOLIA SUBDIVISION AND PORTIONS OF THE SW 1/4 OF THE SE 1/4 OF SECTION 4, T.4N., R.1W., B.M., ADA COUNTY, IDAHO

DWG. DATE 4/6/2022



Scale: 1 inch= 100 feet File: MU-DA Zone.ndp

Tract 1: 2.5370 Acres (110511 Sq. Feet), Closure: n27.3537e 0.01 ft. (1/228665), Perimeter=1566 ft.

01 s89.2707e 122.24

02 s30.1352e 158.06

03 s14.1717e 72.42

04 s89.2707e 189

05 s00.5554w 59.98

06 s58.2754w 340.49 07 s64.4454w 123.12 08 n00.4214w 500.33

Description for

R-1-PUD-DA

April 6, 2022

All of Lots 2 and 3, Block 1 of Magnolia Subdivision as filed in Book 61 of Plats at Pages 6074 and 6075, records of Ada County, Idaho and portions of the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho more particularly described as follows:

BEGINNING at the Southwest 1/16 corner of said Section 4 from which the Center-South 1/16 corner of said Section 4 bears, South 89°36'06" East, 1,314.46 feet:

thence on the exterior boundary line of said Magnolia Subdivision which is coincident with the north boundary line of the Southeast 1/4 of the Southwest 1/4 of said Section 4, South 89°36'06" East, 622.77 feet to the northerly extension of the exterior boundary line of Lot 2, Block 1 of said Magnolia Subdivision.

thence on said exterior boundary line and the northerly extension thereof, South 00°23'54" West, 447.29 feet;

thence continuing on said exterior boundary line the following two (2) courses and distances:

South 89°36'06" East, 417.51 feet;

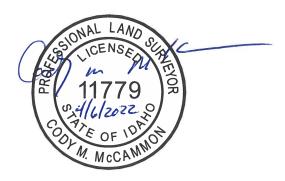
North 00°23'54" East, 238.58 feet to the exterior boundary line of said Magnolia Subdivision;

thence on said exterior boundary line the following two (2) courses and distances:

South 89°36'06" East, 208.71 feet;

North 00°23'54" East, 208.71 feet to the north boundary line of the Southeast 1/4 of the Southwest 1/4 of said Section 4;

thence continuing on said exterior boundary line, South 89°36'06" East, 65.47 feet to the Center-South 1/16 corner:



thence continuing on said exterior boundary line, which is coincident with the north boundary line of the Southwest 1/4 of the Southeast 1/4 of said Section 4, South 89°27'07" East, 906.37 feet to the northerly extension of the west boundary line of Lot 1, Block 1 of said Magnolia Subdivision;

thence on said west boundary line and the northerly extension thereof, South 00°42'14" East, 500.33 feet to the south boundary line of said Magnolia Subdivision;

thence on said south boundary line and the westerly extension thereof, the following eight (8) courses and distances:

South 64°44'54" West, 5.55 feet;

South 79°28'24" West, 202.37 feet;

South 64°19'52" West, 113.32 feet;

South 73°59'53" West, 60.76 feet;

North 81°17'54" West, 105.28 feet;

South 71°00'58" West, 74.30 feet;

North 89°58'26" West, 373.77 feet;

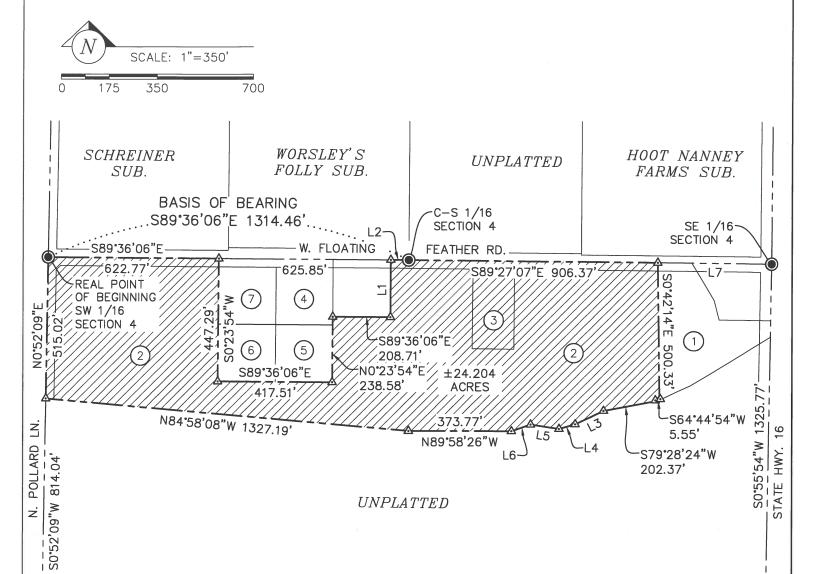
North 84°58'08" West, 1,327.19 feet to the west boundary line of the Southeast 1/4 of the Southwest 1/4 of said Section 4;

thence on said west boundary line coincident with said exterior boundary line, North 00°52'09" East, 515.02 feet to the **REAL POINT OF BEGINNING**.

Containing 24.204 acres, more or less.

End of Description.





LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°23'54"E 208.71	
L2	S89'36'06"E 65.47	
L3	S64°19'52"W	113.32
L4	S73'59'53"W 60.76	
L5	N81°17'54"W 105.28	
L6	S71°00'58"W 74.30	

LINE TABLE		
LINE	BEARING	LENGTH
L7	S89°27'07"E	412.04



E 1/16

SECTION 4

Split 21-051\dwq\R-1-DA Zone Ex.dwq 4/6/2022 10:16:52 AM



W 1/16

SECTION 4

IDAHO SURVEY GROUP, LLC

9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570

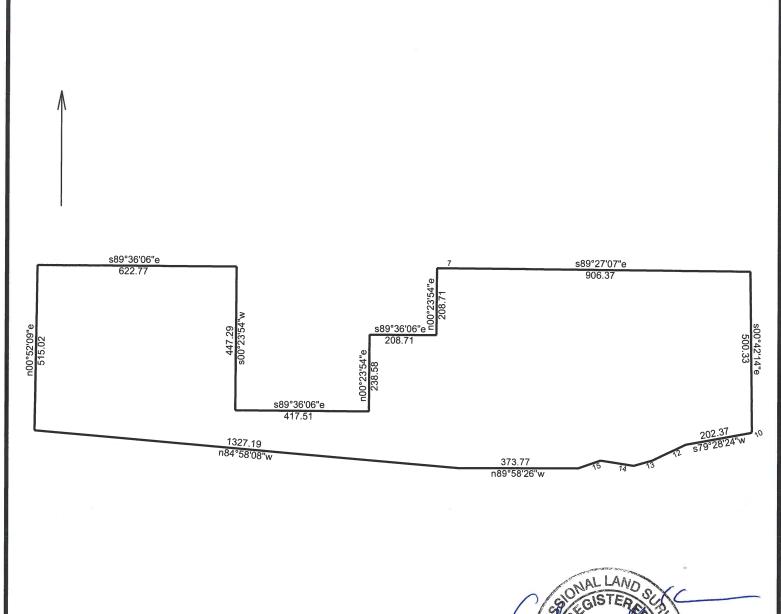
EXHIBIT DRAWING FOR

R-1-PUD-DA

JOB NO. 21-051 SHEET NO.

1 DWG. DATE 4/6/2022

LOTS 2 AND 3, BLOCK 1, MAGNOLIA SUBDIVISION AND PORTIONS OF THE SE 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 4, T.4N., R.1W., B.M., ADA COUNTY, IDAHO





4/6/2022

Scale: 1 inch= 300 feet File: R-1-DA Zone.ndp

Tract 1: 24.2043 Acres, Closure: s79.0736w 0.02 ft. (1/393806), Perimeter=6393 ft.

01 s89.3606e 622.77 02 s00.2354w 447.29 03 s89.3606e 417.51 04 n00.2354e 238.58 05 s89.3606e 208.71 06 n00.2354e 208.71 07 s89.3606e 65.47 08 s89.2707e 906.37 09 s00.4214e 500.33 10 s64.4454w 5.55 11 s79.2824w 202.37 12 s64.1952w 113.32 13 s73.5953w 60.76 14 n81.1754w 105.28 15 s71.0058w 74.3 16 n89.5826w 373.77 17 n84.5808w 1327.19 18 n00.5209e 515.02

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. <u>Legal Authority</u>. 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. <u>Development/Uses/Standards</u>.

- **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.
 - **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**.
 - **Uses.** The Property is hereby approved for residential and mixed use land uses allowed in the designated zoning districts and as further conditioned.
 - **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
 - o Bar/Drinking Establishment
 - o Cement Manufacturing. Cemetery
 - o Chemical Manufacturing Plant
 - Convenience Store
 - o Products Processing
 - o Gasoline Station
 - o Gasoline Station with Convenience Store
 - Heliport
 - o Kennel
 - Mortuary
 - o Parking Garage
 - o Pawnshop
 - Recycling Center
 - Shooting Range
 - o 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

- **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.** <u>Affidavit of Property Owner.</u> 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.** <u>Unenforceable Provisions</u>. 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 day	, 2022.	
	Trevor A.	Chadwick, Mayor
ATTEST:		
Jacob M. Qualls, City Clerk		

	OWNER:
	Josh Kinney
STATE OF IDAHO)	
) ss. County of Ada)	
Public in and for said state, persona	, 2022, before me the undersigned, a Notary lly appeared Josh Kinney, who subscribed his name to owledged to me that they executed the same.
IN WITNESS WHEREOF, seal the day and year in this certification	I have hereunto set my hand and affixed my official ate first above written.
	Notary Public for Idaho
	Residing at
	My Commission expires

