

ORDINANCE NO. 440-2026
(MOYLE JUNCTION ANNEXATION)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE GENERALLY LOCATED AT 9374 W. STATE STREET IN STAR, IDAHO; THE PROPERTY IS OWNED BY JOSEPH A AND LYNN S TRUST; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS GENERAL COMMERCIAL DISTRICT WITH A DEVELOPMENT AGREEMENT (C-2-DA) AND RURAL RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (RR-DA) OF APPROXIMATELY 77.43 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 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 July 7, 2026 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 General Commercial with a Development Agreement (C-2-DA) and Rural Residential with a Development Agreement (RR-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 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

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 General Commercial with a Development Agreement (C-2-DA) and Rural Residential with a Development Agreement (RR-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 General Commercial with a Development Agreement (C-2-DA) and Rural Residential with a Development Agreement (RR-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

**LEGAL DESCRIPTION
PREPARED FOR
MOYLE REZONE SOUTH HALF
STAR, IDAHO
07/14/2026
26-5008
JTS**

REZONE TO C-2 (GENERAL COMMERCIAL)

LEGAL DESCRIPTION FOR MOYLE REZONE SOUTH HALF

A part of the Southwest Quarter of Section 9, Township 4 North, Range 1 West, Boise Meridian, located in the City of Star, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southwest Corner of Section 9, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, said point being the Point of Beginning;
thence N00°01'27"W 547.00 feet;
thence S89°55'09"E 1494.37 feet;
thence S00°07'10"W 577.09 feet;
thence N89°43'30"W 1,492.94 feet;
thence N00°01'27"W 25.02 feet to the Point of Beginning;

Contains: 19.70 Acres +/-



S0°07'10"W 577.09'



N. MOYLE AVENUE

JOSEPH AND LYNN MOYLE
INST. NO. 2017-093822
CONTAINS: 19.70 ACRES +/-

S89°55'09"E 1494.37'

N89°43'30"W 1492.94'
W. STATE STREET

CENTER WEST 16TH
SECTION 9, T4N, R1W, B.M.
5/8" REBAR ILLEGIBLE CAP
CP&F 2023-026510

(RECORD: N89°56'36"E 1314.63')

MEASURED: N89°56'38"E 1314.85'

WEST QUARTER CORNER
SECTION 9, T4N, R1W, B.M.
2.5" ALUMINUM CAP, PLS 7880
CP&F 2018-012133

N. PLUMMER ROAD

N0°01'27"W 547.00'

---BASIS OF BEARING: N00°01'27"W 2,639.27'---

(RECORD: N00°01'18"W 2648.36')

POINT OF
BEGINNING
SOUTHWEST CORNER
SECTION 9
N00°01'27"W
25.02'

SOUTHWEST CORNER
SECTION 9, T4N, R1W, B.M.
2" ALUMINUM CAP, PLS 4431
CP&F 113101327

**LEGAL DESCRIPTION
PREPARED FOR
MOYLE PARCEL REZONE NORTH HALF
STAR, IDAHO
07/14/2026
26-5008
JTS
REZONE TO RR (RURAL RESIDENTIAL)**

LEGAL DESCRIPTION FOR MOYLE REZONE NORTH HALF

A part of the Southwest Quarter of Section 9, Township 4 North, Range 1 West, Boise Meridian, located in the City of Star, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southwest Corner of Section 9, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho;

thence N00°01'27"W 547.00 feet;

thence S89°55'09"E 537.02 feet to the Point of Beginning;

thence N00°00'09"W 573.36 feet;

thence N89°59'51"E 119.16 feet;

thence N00°00'38"E 720.97 feet;

thence N46°40'55"E 144.00 feet;

thence S87°38'40"E 552.64 feet;

thence N00°02'31"E 724.01 feet;

thence N89°56'51"E 1314.13 feet to a 1/2" pin marking the Center Corner of said Section 9;

thence S00°04'28"W 912.65 feet;

thence S14°30'08"W 65.96 feet;

thence 69.00 feet along a curve to the left with a radius of 275.00 feet, a delta of 14°22'36" and a long chord bearing S07°18'40"W a distance of 68.82 feet;

thence S00°07'11"W 406.45 feet;

thence N88°24'21"W 1105.22 feet

thence S00°07'10"W 151.73 feet;

thence S89°59'51"W 908.45 feet;

thence S00°00'09"E 461.19 feet;

thence N89°59'51"E 388.60 feet;

thence S00°00'09"E 62.83 feet;

thence N89°55'09"W 438.62 feet to the Point of Beginning;

Contains: 57.73 Acres +/-



WEST QUARTER CORNER
SECTION 9, T4N, R1W, B.M.
2.5" ALUMINUM CAP, PLS 7880
CP&F 2018-012133

(RECORD: N89°56'36"E 1314.63')

MEASURED: N89°56'38"E 1314.85'

CENTER QUARTER CORNER
SECTION 9, T4N, R1W, B.M.
1/2" REBAR WITH CAP
"DANG" PLS 4431
CP&F 2025-002386

(RECORD: N89°56'51"E 1314.13')

MEASURED: N89°55'35"E 1314.64'

N89°56'51"E 1314.13'

S0°04'28"W 912.65'

S14°30'08"W
65.96'

R=275.00'
Δ=14°22'36"
L=69.00'

CH=S7°18'40"W 68.82'

N. MOYLE AVENUE

N88°24'21"W 1105.22'

S0°07'10"W
151.73'

S0°07'11"W
406.45'

S89°59'51"W 908.45'

S0°00'09"E
461.19'

N89°59'51"E
388.60'

S0°00'09"E
62.83'

N89°55'09"W
438.62'

POINT OF
BEGINNING

S89°55'09"E
537.02'
(TIE)

547.00' (TIE)

SOUTHWEST CORNER
SECTION 9, T4N, R1W, B.M.
2" ALUMINUM CAP, PLS 4431
CP&F 113101327



DEVELOPMENT AGREEMENT MOYLE JUNCTION 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 AW Moyle Junction, LLC, and, Joseph A & Lynn S Trust, hereinafter referred to as "Owners".

WHEREAS, Owners own a parcel of land of approximately 77.43 acres in size, currently located within Ada County, zoned Rural Transition (RUT) and more particularly described in **Exhibit A** of Ordinance 440-2026, which is attached hereto and incorporated by reference herein (the "Properties");

WHEREAS, Owners has requested that the Property be annexed and zoned, 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, Owners desire to be assured that it may proceed with allowing its Property to be annexed and zoned in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designation of the Property in accordance with this Agreement;

WHEREAS, Owners filed with the City of Star, a Request for Annexation of the Property and Zoning of General Commercial with a Development Agreement (C-2-DA) and Rural Residential with a Development Agreement (RR-DA), as File No. AZ-26-02/DA-26-03/CU-26-03, 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 Owners, 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 Parcels shown on **Exhibit A**, Owners are allowed to develop the entire 77.43 acres as follows:

- Zoning Classifications: The zoning classifications shall be General Commercial with a Development Agreement (C-2-DA) on 19.70 Acres; and Rural Residential with a Development Agreement (RR-DA) on 57.73 Acres.
- The Owners shall comply with all city ordinances relating to the property except as otherwise provided herein.

2.2 Site Design. The Site Plan and Renderings, as set forth in **Exhibit B**, is hereby approved. The City recognizes that this is just a conceptual plan and may be modified as necessary as the uses develop.

2.3 Uses. The development is hereby approved for Commercial and Residential Uses, as illustrated in **Exhibit B**, and listed within the approved Findings of Fact, Conclusions of Law.

2.4 Additional Requirements/Considerations:

- The Council approved a height exception for up to three (3) commercial lots (pads), including Lot/Pad 7. Any additional height exceptions shall be approved by Council.
- The northern portion of the development shall hereby be zoned Rural Residential (RR). Any redevelopment of the parcel shall require a new or modified Development Agreement.
- The applicant shall provide sidewalk along both sides of the internal shared driveway. A revised site plan shall be submitted for review and approval by Staff and/or the Design Review Committee.
- A 10' wide pathway/sidewalk shall be constructed by the applicant along the entire length of State Street. The applicant shall include future pathway connections from State Street into the development to be approved by Staff and/or Design Review Committee.
- The applicant shall provide fencing along the entire northern boundary of the commercial portion of the development. The applicant shall coordinate with property owners to the north regarding fencing type and location.
- Applicant shall be responsible for any required ITD Proportionate Shares and/or Emergency Mitigation Fees that may apply to any non-commercial uses in the future. The applicant shall pay a separate fee associated with the Moyle traffic signal, per the recorded "Credit Agreement for Moyle Signal" in the amount of \$7,731.05 per acre of the

commercial development. The remaining residential acreage shall be assessed at the time of redevelopment of that portion of the annexed property. This amount shall be paid to the City prior to signature of the record of survey for the minor land division, or issuance of the first building permit on the property, whichever occurs first.

- The Council approves a total of 2 drive-thru buildings within the commercial development as part of this conditional use permit. Accessory drive-thru windows for uses such as banks and pharmacies shall be excluded from this total allowance. The 2 buildings may be located on the lots/pads along State Street. Drive-up windows shall not face State Street. Any further drive-thru establishments shall require separate approval of a conditional use permit from Council.
- Council hereby approves, as part of the conditional use permit, the following uses:
 - Child Care Facility
 - Convenience Store
 - Gasoline and Fueling
 - Multiple Use Building
 - Shopping/Commercial Center
- Council hereby prohibits the following uses from the development:
 - Auction Facility
 - Farmers or Saturday Market
 - Food Processing
 - Manufacture Plant
 - Recycling Center
 - Storage Units
 - Truck Stop
 - Wireless Communication Facility
- The applicant shall provide a cross-access easement/agreement across the property from Moyle Ave to Plummer Road.
- The applicant shall work with Staff and/or the Design Review Committee to bring forward a well thought out street design along State Street that emphasizes the Council's desire for landscaping, screening, and walkability along the corridor.

- 2.5 Proportionate Share Agreement for ITD Improvements.** Owner of the Residential property 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 Owner shall pay a traffic mitigation fee as determined by the Idaho Transportation Department as follows: the Owner will pay the City \$1,000.00 per residential dwelling unit/lot prior to signature on the final plat or at the time of building permit, whichever is applicable. 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.

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.

2.6 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 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 Owner 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. 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 neutral 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: AW Moyle Junction, LLC
1144 S. Silverstone Way Suite 500
Meridian, Idaho 83642

Owner: Joseph A. Moyle and Lynn S Moyle Trust
280 N. Plummer Road
Star, ID 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 _____, 2026.

Trevor A. Chadwick, Mayor

ATTEST:

Shelly Tilton, City Clerk

_____, President

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

Notary Public for State of Idaho
Residing at: _____
My Commission Expires: _____

OWNER:
Joseph A. Moyle

Co-Trustee of Joseph A & Lynn S Trust

STATE OF _____)
 _____) ss.
 County of _____)

On this ____ day of _____, 2026, before me the undersigned, a Notary Public in and for said state, personally appeared Joseph A Moyle, known to me to be the co-trustee of the Joseph A & Lynn S Trust, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said name.

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

Notary Public for State of Idaho
Residing at: _____
My Commission Expires: _____

**LEGAL DESCRIPTION
PREPARED FOR
MOYLE REZONE SOUTH HALF
STAR, IDAHO
07/14/2026
26-5008
JTS**

REZONE TO C-2 (GENERAL COMMERCIAL)

LEGAL DESCRIPTION FOR MOYLE REZONE SOUTH HALF

A part of the Southwest Quarter of Section 9, Township 4 North, Range 1 West, Boise Meridian, located in the City of Star, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southwest Corner of Section 9, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, said point being the Point of Beginning;
thence N00°01'27"W 547.00 feet;
thence S89°55'09"E 1494.37 feet;
thence S00°07'10"W 577.09 feet;
thence N89°43'30"W 1,492.94 feet;
thence N00°01'27"W 25.02 feet to the Point of Beginning;

Contains: 19.70 Acres +/-



S0°07'10"W 577.09'



N. MOYLE AVENUE

JOSEPH AND LYNN MOYLE
INST. NO. 2017-093822
CONTAINS: 19.70 ACRES +/-

S89°55'09"E 1494.37'

N89°43'30"W 1492.94'
W. STATE STREET

CENTER WEST 16TH
SECTION 9, T4N, R1W, B.M.
5/8" REBAR ILLEGIBLE CAP
CP&F 2023-026510

(RECORD: N89°56'36"E 1314.63')

MEASURED: N89°56'38"E 1314.85'

WEST QUARTER CORNER
SECTION 9, T4N, R1W, B.M.
2.5" ALUMINUM CAP, PLS 7880
CP&F 2018-012133

N. PLUMMER ROAD

N0°01'27"W 547.00'

SOUTHWEST CORNER
SECTION 9, T4N, R1W, B.M.
2" ALUMINUM CAP, PLS 4431
CP&F 113101327

POINT OF
BEGINNING

SOUTHWEST CORNER
SECTION 9

N00°01'27"W
25.02'

---BASIS OF BEARING: N00°01'27"W 2,639.27'---

(RECORD: N00°01'18"W 2648.36')

**LEGAL DESCRIPTION
PREPARED FOR
MOYLE PARCEL REZONE NORTH HALF
STAR, IDAHO
07/14/2026
26-5008
JTS
REZONE TO RR (RURAL RESIDENTIAL)**

LEGAL DESCRIPTION FOR MOYLE REZONE NORTH HALF

A part of the Southwest Quarter of Section 9, Township 4 North, Range 1 West, Boise Meridian, located in the City of Star, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southwest Corner of Section 9, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho;

thence N00°01'27"W 547.00 feet;

thence S89°55'09"E 537.02 feet to the Point of Beginning;

thence N00°00'09"W 573.36 feet;

thence N89°59'51"E 119.16 feet;

thence N00°00'38"E 720.97 feet;

thence N46°40'55"E 144.00 feet;

thence S87°38'40"E 552.64 feet;

thence N00°02'31"E 724.01 feet;

thence N89°56'51"E 1314.13 feet to a 1/2" pin marking the Center Corner of said Section 9;

thence S00°04'28"W 912.65 feet;

thence S14°30'08"W 65.96 feet;

thence 69.00 feet along a curve to the left with a radius of 275.00 feet, a delta of 14°22'36" and a long chord bearing S07°18'40"W a distance of 68.82 feet;

thence S00°07'11"W 406.45 feet;

thence N88°24'21"W 1105.22 feet

thence S00°07'10"W 151.73 feet;

thence S89°59'51"W 908.45 feet;

thence S00°00'09"E 461.19 feet;

thence N89°59'51"E 388.60 feet;

thence S00°00'09"E 62.83 feet;

thence N89°55'09"W 438.62 feet to the Point of Beginning;

Contains: 57.73 Acres +/-



WEST QUARTER CORNER
SECTION 9, T4N, R1W, B.M.
2.5" ALUMINUM CAP, PLS 7880
CP&F 2018-012133

(RECORD: N89°56'36"E 1314.63')

MEASURED: N89°56'38"E 1314.85'

CENTER QUARTER CORNER
SECTION 9, T4N, R1W, B.M.
1/2" REBAR WITH CAP
"DANG" PLS 4431
CP&F 2025-002386

(RECORD: N89°56'51"E 1314.13')

MEASURED: N89°55'35"E 1314.64'

N89°56'51"E 1314.13'

S0°04'28"W 912.65'

S14°30'08"W
65.96'

R=275.00'
Δ=14°22'36"
L=69.00'

CH=S7°18'40"W 68.82'

N. MOYLE AVENUE

N88°24'21"W 1105.22'

S0°07'10"W
151.73'

S0°07'11"W
406.45'

S89°59'51"W 908.45'

S0°00'09"E
461.19'

N89°59'51"E
388.60'

S0°00'09"E
62.83'

N89°55'09"W
438.62'

POINT OF
BEGINNING

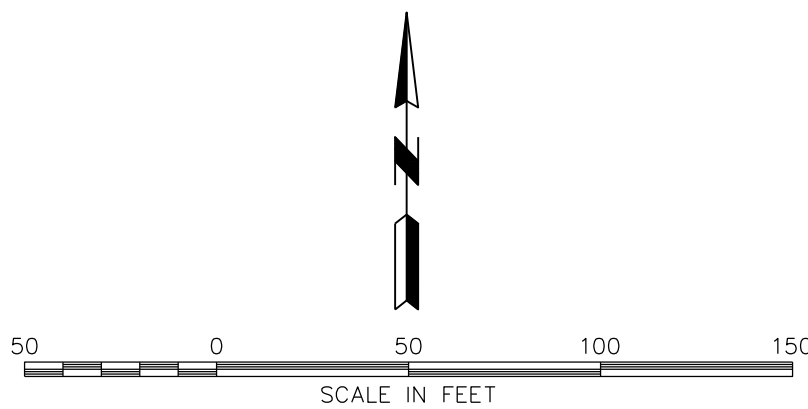
S89°55'09"E
537.02'
(TIE)

547.00' (TIE)

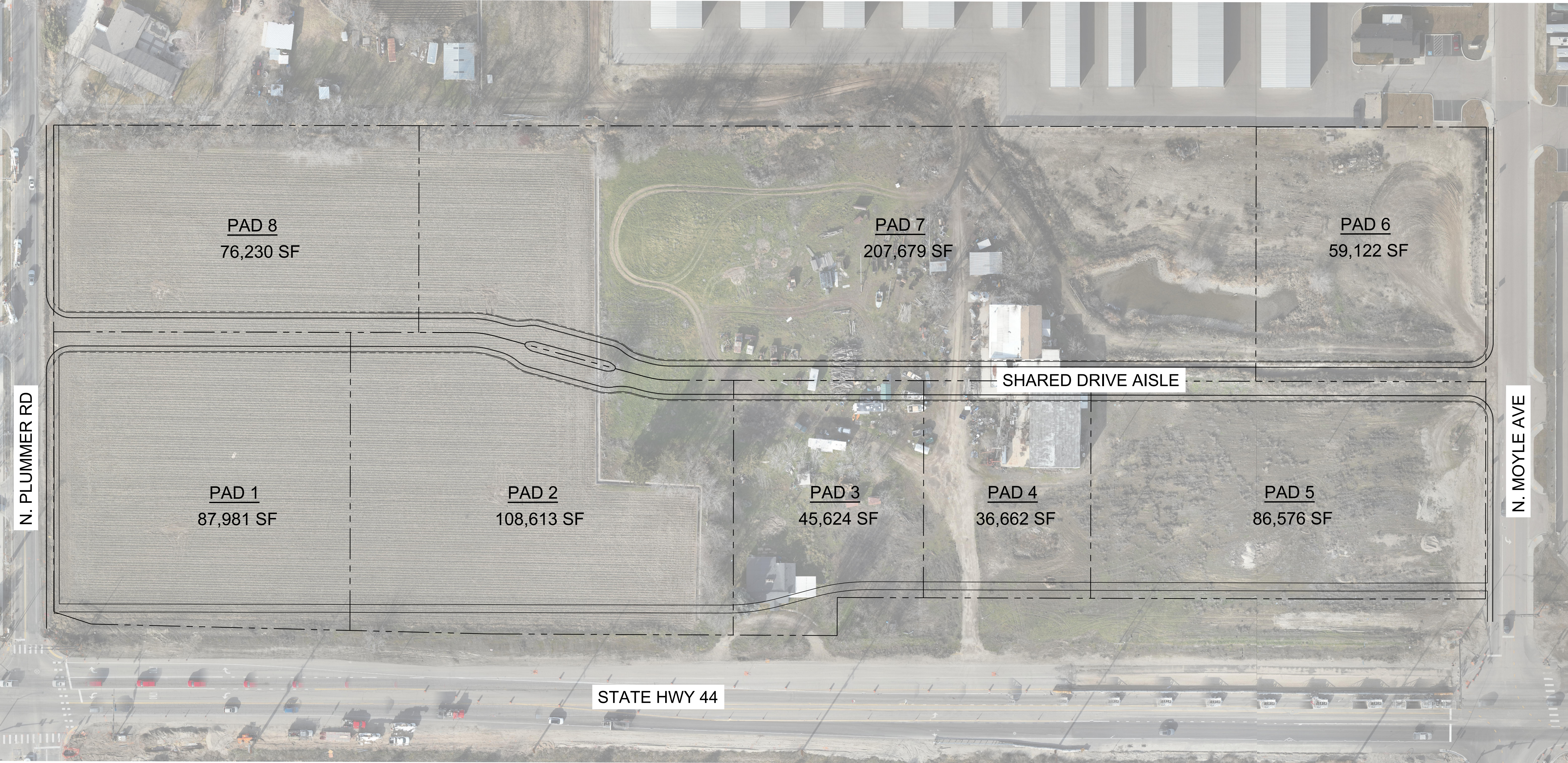
SOUTHWEST CORNER
SECTION 9, T4N, R1W, B.M.
2" ALUMINUM CAP, PLS 4431
CP&F 113101327



EXHIBIT B



Site Plan



PRELIMINARY

AGENCY SUBMITTAL 03.15.2026

STAMP

No.	Description	Date
-----	-------------	------

Project Number	2000.01
----------------	---------

Date	08 APRIL, 2026
------	----------------

MOYLE COMMERCIAL SUB
STAR, ID

SITE LAYOUT

SHEET TITLE

E0.01

SHEET NUMBER

WEST QUARTER CORNER
SECTION 9, T4N, R1W, B.M.
2.5" ALUMINUM CAP, PLS 7880
CP&F 2018-012133

CENTER WEST 16TH
SECTION 9, T4N, R1W, B.M.
5/8" REBAR W/ ILLEG. CAP
CP&F 2023-026510

CENTER QUARTER CORNER
SECTION 9, T4N, R1W, B.M.
1/2" REBAR W/ CAP PLS 4431
CP&F 2025-002386

