

ORDINANCE NO. 429-2025
(TRAILMARK STATION 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 8820, 8900, 9250 & 9326 W. JOPLIN ROAD IN STAR, IDAHO (ADA COUNTY PARCELS S0419234100, S0419244705, S0419131575 & S0419244630) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY GREG NORRIS DANCER & VANESSA R. DANCER, NORRIS R. DANCER & JANA R. DANCER, AND JAG INVESTMENTS; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL DISTRICT WITH A DEVELOPMENT AGREEMENT (R-3-DA) OF APPROXIMATELY 129.39 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 October 21, 2025 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: 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 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 _____, 2025.

CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

Shelly Tilton, City Clerk

EXHIBIT A

DANCER PROPERTY-PHASES 1 THROUGH 8 LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 2" ALUMINUM CAP MONUMENT, CP&F NO. 2022-066656, MARKING THE W 1/4 CORNER OF SAID SECTION 19, WHICH BEARS S01°02'38"W, A DISTANCE OF 2640.35 FEET FROM A 3 1/2" BRASS CAP, CP&F 9396299, MARKING THE NW CORNER OF SAID SECTION 19;

THENCE N01°02'38"E, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 1945.48 FEET;

THENCE LEAVING SAID WEST LINE, S88°57'22"E, A DISTANCE OF 254.41 FEET TO A POINT OF NON-TANGENCY WITH A 50.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING OF S88°57'22"E AND A CHORD LENGTH OF 100.00 FEET; THENCE, NORTHERLY, ALONG SAID CURVE, A DISTANCE OF 157.08 FEET;

THENCE S88°57'22"E, A DISTANCE OF 504.56 FEET TO A POINT OF NON-TANGENCY WITH A 50.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING OF S88°57'22"E AND A CHORD LENGTH OF 100.00 FEET; THENCE, NORTHERLY, ALONG SAID CURVE, A DISTANCE OF 157.08 FEET;

THENCE S88°57'22"E, A DISTANCE OF 259.85 FEET TO THE EAST LINE OF GOVERNMENT LOT 4 OF SAID SECTION 19;

THENCE S01°14'59"W ALONG SAID EAST LINE, A DISTANCE OF 620.18 FEET TO A 5/8" REBAR WITH AN ILLEGIBLE CAP MARKING THE NW 1/16 CORNER OF SAID SECTION 19;

THENCE S89°11'51"E, ALONG THE NORTH LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 19, A DISTANCE OF 1304.96 FEET TO A 2" ALUMINUM CAP MARKING THE CN 1/16 OF SAID SECTION 19;

THENCE CONTINUING ALONG SAID NORTH LINE, S89°01'48"E, A DISTANCE OF 1304.76 FEET TO A 5/8" REBAR WITH NO CAP MARKING THE NE 1/16 CORNER OF SAID SECTION 19;

THENCE S00°52'35"W, ALONG THE EAST LINE OF SAID SW 1/4 OF THE NE 1/4 OF SAID SECTION 19, A DISTANCE OF 1317.99 FEET TO A 2" ALUMINUM CAP CP&F 2023-047553, MARKING THE CE 1/16 CORNER OF SAID SECTION 19;

THENCE THE FOLLOWING TWO COURSES AND DISTANCES ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 19;

THENCE N88°57'17"W, A DISTANCE OF 1309.07 FEET TO A 2" ALUMINUM CAP CP&F 2022-066656 MARKING THE CENTER OF SAID SECTION 19;

THENCE N89°17'11"W, A DISTANCE OF 1543.13 FEET

THENCE LEAVING SAID SOUTH LINE, N00°38'22"E, A DISTANCE OF 11.04 FEET;

THENCE N66°35'36"W, A DISTANCE OF 10.69 FEET;

THENCE N58°43'26"W, A DISTANCE OF 30.79 FEET;

THENCE N54°17'49"W, A DISTANCE OF 27.28 FEET;

THENCE N52°19'23"W, A DISTANCE OF 34.33 FEET;

THENCE N00°51'10"E, A DISTANCE OF 30.65 FEET;

THENCE N51°58'58"W, A DISTANCE OF 10.01 FEET;

THENCE N51°21'24"W, A DISTANCE OF 52.82 FEET;

THENCE N50°53'10"W, A DISTANCE OF 59.47 FEET;

THENCE N51°43'44"W, A DISTANCE OF 65.38 FEET;

THENCE N55°21'36"W, A DISTANCE OF 11.15 FEET;

THENCE N53°48'27"W, A DISTANCE OF 14.09 FEET;

THENCE N56°07'27"W, A DISTANCE OF 22.11 FEET;

THENCE N59°20'23"W, A DISTANCE OF 28.01 FEET;

THENCE N67°31'15"W, A DISTANCE OF 30.56 FEET;

THENCE N74°52'41"W, A DISTANCE OF 28.68 FEET;

THENCE N86°25'51"W, A DISTANCE OF 11.89 FEET;

THENCE S72°28'10"W, A DISTANCE OF 427.04 FEET;
THENCE S86°01'02"W, A DISTANCE OF 187.14 FEET;
THENCE S00°54'10"W, A DISTANCE OF 123.61 FEET TO A 5/8" REBAR WITH YELLOW PLASTIC CAP "CSC 18780" AND SAID SOUTH LINE
OF THE NORTH 1/2 OF SAID SECTION 19;
THENCE N89°17'11"W ALONG SAID SOUTH LINE, A DISTANCE OF 19.80 FEET TO THE **POINT OF BEGINNING**.



CONTAINS: 5,644,105 +/- SQ. FT. (129.57 +/- ACRES)

DANCER PROPERTY-PHASES 1 THROUGH 8 LEGAL DESCRIPTION

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CONTAINS: 5,644,105 +/- SQ. FT. (129.57 +/- ACRES)

DEVELOPMENT AGREEMENT TRAILMARK STATION SUBDIVISION ANNEXATION

This Development Agreement (“Agreement”) is entered into as of the Effective Date by and between the City of Star, a municipal corporation of the State of Idaho, hereinafter referred to as “City”, and Greg Norris Dancer and Vanessa R. Dancer, husband and wife, Norris R. Dancer and Jana R. Dancer, husband and wife, JAG Investments Limited Partnership, an Idaho limited partnership, and Toll Southwest LLC, a Delaware limited liability company, hereinafter, collectively referred to as “Owner”.

RECITALS

A. WHEREAS, Owner owns that certain real property which is approximately 129.39 acres in size, currently located within Ada County, zoned Rural Urban Transition (RUT) and more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the “Property”);

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

C. 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;

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

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

F. 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;

G. WHEREAS, Owner filed, or caused to be filed, with the City, an application for annexation, zoning to the City’s Residential zone with a Development Agreement (R-3-DA) , and preliminary plat of the Property, which application was processed as File No. AZ-24-08/DA-24-08/PP-24-08, so that the City could 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;

H. WHEREAS, on the November 18, 2025, the Star City Council approved certain Findings of Fact and Conclusions of Law for the Trailmark Station Subdivision (the “Decision”), which approved the annexation and zoning of the Property as requested and also approved the preliminary plat to subdivide the Property, which preliminary plat the (“Preliminary Plat”) is attached hereto and incorporated by reference herein as part of **Exhibit B**.

I. Exhibit B includes: (i) the Preliminary Plat; (ii) a phasing plan, (iii) a residential amenity plan; (iv) a pathway plan; (v) a rural theme concept board; (vi) a fencing plan, which is dated 10-21-25 and consists of two (2) pages; and (vii) an entry and monument plan (collectively, the “Project Plans”); and

J. WHEREAS, the Decision also approved conceptual renderings for the future single-family residential dwellings to be constructed on the Property, which renderings are attached hereto and incorporated by reference herein as **Exhibit C** (the “Renderings”).

AGREEMENT

NOW 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. Owner is allowed to develop the Property as follows:

- i. Zoning Classification: The zoning classification of the Property shall be Residential with a Development Agreement (R-3-DA).
- ii. The Owner shall comply with all applicable city ordinances relating to the Property except as otherwise provided in this Agreement.

2.2 Site Design. The Property shall be developed in general conformance with the Preliminary Plat and the Project Plans.

2.3 Uses. The Property shall be developed with residential uses and customary accessory residential uses. A maximum of 293 Single Family Residential lots along with multiple common lots may be platted and developed on the Property. The Property and common lots shall be developed in general conformance with the site amenities illustrated in Exhibit B (the Trailmark Station – Amenities), and listed within the Decision. Building elevations generally consistent with Renderings shall be constructed within this development. A minimum of three (3) architectural elements shall be provided for all single-family residential structures, and further meeting requirements in Section 8-3B-3 of the UDC. A minimum of 10 architectural styles and/or floorplans shall be provided for this development.

2.4 Additional Requirements/Conditions of Approval: The following conditions of approval as set forth in the Decision shall be adhered to in the development of the Property:

- i. The applicant shall provide aerators and life safety rings in all ponds within the development.

- ii. The development shall be subject to all ACHD requirements regarding traffic calming.
- iii. Prior to commencement of construction, Applicant shall install a new 5 strand, 4' tall above ground, barbed wire fence in accordance with the fencing plan dated 10-21-25, attached and incorporated into the project Development Agreement (See Exhibit B). Such barbed wire fencing will run the entirety of the western property line of the Trailmark Station property. Specifically, the fence shall: (a) cross the "Eureka S. Lateral"; (b) include no trespassing signage at 100' intervals; (c) include gates at reasonable intervals; (d) be placed no more than six inches (6") off the property line to the west. During the development phase, Applicant shall promptly repair any damaged fencing as a result of construction activities.
- iv. Until such time as the portion of the property to the west within fifty feet of the western property line of the Trailmark Station property is developed with a residential project, Applicant shall include a 3' natural buffer strip along the western boundary of the Trailmark Station property, which shall be maintained by the HOA by easement to ensure the area is clear of debris, weeds, and trash. Access to said three-foot (3') buffer strip shall be limited to HOA maintenance personnel only and public access shall be prohibited.
- v. Applicant shall install a retaining wall, as needed in accordance with best engineering practices, to the east of the 3' natural buffer strip, as conceptually depicted in the buffer/retaining profile exhibit dated 10-21-25, attached and incorporated into the Development Agreement (see Exhibit B). A six-foot (6') privacy fence shall be installed on top of the retaining wall, or erected directly on the ground where the retaining wall is not applicable. Said retaining wall and privacy fence may be removed or relocated upon residential development of the portion of the property to the west within fifty feet of the western property line of the Trailmark Station property.
- vi. Final plat applications for the portion of the Trailmark Station property abutting the western property boundary, shall provide that the 3' natural buffer strip referenced above be placed in a separate lot. In the event the portion of the property to the west within fifty feet of the western property line of the Trailmark Station property develops, the City shall approve any necessary plat amendments to incorporate the 3' natural buffer strip lot into the adjacent single-family residential lots.
- vii. If permitted by the Ada County Highway District, applicant shall explore options to prohibit motor vehicle access on the portion of the northern new collector roadway east of the local road identified as W. Duskytail Dr. on the Preliminary Plat until such time as the property to the east develops and the northern new collector roadway is extended or tied into.
- viii. Applicant shall obtain Eureka Water Company's written permission prior to performing any construction or activity within or affecting any ditch, drain, structure, easement, water delivery or drainage that is owned, operated or maintained by Eureka Water Company and/or its shareholders.

- ix. During the construction phase, Applicant shall prohibit its contractors from using Joplin Road west of Can Ada Rd. Applicant shall install signage at any entry/exit of the Trailmark Station Property stating that such use of Joplin Road west of Can Ada Rd. is prohibited. Subject to approval of applicable governing agencies and/or landowner agreement, Applicant shall place and maintain no more than two additional signs stating, “No Construction Traffic Allowed on Joplin Road West of Can Ada Road”, or words of similar import, at locations visible to construction traffic e.g., at the intersection of Joplin Road and Can Ada Road.
- x. Regarding privacy fencing in phase 8 (as depicted on the phasing plan in Exhibit B), the estate lots to the north, no residential building permits will be issued until perimeter fencing, per the approved fencing plan (see fencing plan dated 10-21-25 within Exhibit B), is physically installed in Phase 8.
- xi. Applicant agrees to payment of additional Fire and Police emergency mitigation fees collected at the time of building permit for each residential dwelling.
- xii. Applicant shall comply with all additional conditions of approval within the Findings of Fact, Conclusions of Law for Trailmark Station Subdivision, dated November 18, 2025.

2.5 Proportionate Share Agreement for ITD Improvements. Owner has agreed to participate in proportionate 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 \$293,00.00 (293 lots x \$1,000) traffic mitigation fee, as determined by the Idaho Transportation Department as follows: the Developer will pay the City \$1,000.00 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 Property. Owner, or the developer filing for a final plat on the Property 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.

2.6 Changes and Modifications. No change in the uses or restrictions specified in this Agreement shall be allowed without modification of this Agreement pursuant to the requirements of the Star City Ordinances and this Agreement. In the event Owner changes or expands the uses permitted by this Agreement, or fails to comply with the restrictions in this Agreement, without formal modification of this Agreement as allowed by the Star City Ordinances, Owner shall be in default of this Agreement.

2.7 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. 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.

Failure to comply with the Star City Ordinances or the terms of this Agreement shall result in a default of this Agreement by Owner.

Section 3. Affidavit of Property Owner. Owner, at the written request of City, 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.

Section 4. Default. The failure of Owner, its heirs or assigns or a 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 of this Agreement. 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 of Owner's default of this Agreement, Owner shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity. In the event a default is not cured following notice and an opportunity to cure, City Council, after compliance with the requirements of the Star City Ordinances and Idaho law, shall have the right, but not a duty, to: (i) terminate this Agreement, and (ii) revert any portion of the Property that has not been developed in accordance with this Agreement to its prior zoning designation and all uses of such portion of the 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 Property to its prior zoning designation in accordance with the terms of this Section 4.

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. To the extent there is a conflict as between this Agreement and the Decision, this Agreement shall govern.

Section 6. Assignment and Transfer. After its execution, this Agreement shall be recorded in the office of the Ada County, Idaho Recorder at the expense of the Owner. The terms of 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 portion of the Property shall only be responsible for duties and obligations associated with such owner's portion of the Property and shall not be responsible for duties and obligations or defaults of other successor owners as to other portions of 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 enjoy the benefits and be liable for all commitments and other obligations arising under this Agreement with respect only to such new owner's portion of the Property.

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 desired by the parties and/or required by this Agreement 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: Greg Norris Dancer
Vanessa R. Dancer
9250 W. Joplin Road
Meridian, Idaho 83646-5020

Norris R. Dancer
Jana R. Dancer
P.O. Box 367
Star, Idaho 83669

JAG Investments
P.O. Box 367
Star, Idaho 83669

Toll Southwest LLC
Attn: Martin Taylor
3103 W. Sheryl Dr., Suite 100
Meridian, Idaho 83642

7.5 Effective Date. This Agreement shall be effective on the date a fully executed version is recorded in the real property records of Ada County, Idaho (the “Effective Date”).

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.

[end of text; acknowledgements, signatures and Exhibits follow]

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

Dated this _____ day _____, 2025.

Trevor A. Chadwick, Mayor

ATTEST:

Shelly Tilton, City Clerk

EXHIBIT A

DANCER PROPERTY-PHASES 1 THROUGH 8 LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 2" ALUMINUM CAP MONUMENT, CP&F NO. 2022-066656, MARKING THE W 1/4 CORNER OF SAID SECTION 19, WHICH BEARS S01°02'38"W, A DISTANCE OF 2640.35 FEET FROM A 3 1/2" BRASS CAP, CP&F 9396299, MARKING THE NW CORNER OF SAID SECTION 19;

THENCE N01°02'38"E, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 1945.48 FEET;

THENCE LEAVING SAID WEST LINE, S88°57'22"E, A DISTANCE OF 254.41 FEET TO A POINT OF NON-TANGENCY WITH A 50.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING OF S88°57'22"E AND A CHORD LENGTH OF 100.00 FEET; THENCE, NORTHERLY, ALONG SAID CURVE, A DISTANCE OF 157.08 FEET;

THENCE S88°57'22"E, A DISTANCE OF 504.56 FEET TO A POINT OF NON-TANGENCY WITH A 50.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING OF S88°57'22"E AND A CHORD LENGTH OF 100.00 FEET; THENCE, NORTHERLY, ALONG SAID CURVE, A DISTANCE OF 157.08 FEET;

THENCE S88°57'22"E, A DISTANCE OF 259.85 FEET TO THE EAST LINE OF GOVERNMENT LOT 4 OF SAID SECTION 19;

THENCE S01°14'59"W ALONG SAID EAST LINE, A DISTANCE OF 620.18 FEET TO A 5/8" REBAR WITH AN ILLEGIBLE CAP MARKING THE NW 1/16 CORNER OF SAID SECTION 19;

THENCE S89°11'51"E, ALONG THE NORTH LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 19, A DISTANCE OF 1304.96 FEET TO A 2" ALUMINUM CAP MARKING THE CN 1/16 OF SAID SECTION 19;

THENCE CONTINUING ALONG SAID NORTH LINE, S89°01'48"E, A DISTANCE OF 1304.76 FEET TO A 5/8" REBAR WITH NO CAP MARKING THE NE 1/16 CORNER OF SAID SECTION 19;

THENCE S00°52'35"W, ALONG THE EAST LINE OF SAID SW 1/4 OF THE NE 1/4 OF SAID SECTION 19, A DISTANCE OF 1317.99 FEET TO A 2" ALUMINUM CAP CP&F 2023-047553, MARKING THE CE 1/16 CORNER OF SAID SECTION 19;

THENCE THE FOLLOWING TWO COURSES AND DISTANCES ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 19;

THENCE N88°57'17"W, A DISTANCE OF 1309.07 FEET TO A 2" ALUMINUM CAP CP&F 2022-066656 MARKING THE CENTER OF SAID SECTION 19;

THENCE N89°17'11"W, A DISTANCE OF 1543.13 FEET

THENCE LEAVING SAID SOUTH LINE, N00°38'22"E, A DISTANCE OF 11.04 FEET;

THENCE N66°35'36"W, A DISTANCE OF 10.69 FEET;

THENCE N58°43'26"W, A DISTANCE OF 30.79 FEET;

THENCE N54°17'49"W, A DISTANCE OF 27.28 FEET;

THENCE N52°19'23"W, A DISTANCE OF 34.33 FEET;

THENCE N00°51'10"E, A DISTANCE OF 30.65 FEET;

THENCE N51°58'58"W, A DISTANCE OF 10.01 FEET;

THENCE N51°21'24"W, A DISTANCE OF 52.82 FEET;

THENCE N50°53'10"W, A DISTANCE OF 59.47 FEET;

THENCE N51°43'44"W, A DISTANCE OF 65.38 FEET;

THENCE N55°21'36"W, A DISTANCE OF 11.15 FEET;

THENCE N53°48'27"W, A DISTANCE OF 14.09 FEET;

THENCE N56°07'27"W, A DISTANCE OF 22.11 FEET;

THENCE N59°20'23"W, A DISTANCE OF 28.01 FEET;

THENCE N67°31'15"W, A DISTANCE OF 30.56 FEET;

THENCE N74°52'41"W, A DISTANCE OF 28.68 FEET;

THENCE N86°25'51"W, A DISTANCE OF 11.89 FEET;

Greg Norris Dancer

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

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 California
Residing at: _____
My Commission Expires: _____

Norris R. Dancer

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

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

My Commission Expires:

OWNER:

Toll Southwest, LLC

By:
Its:

STATE OF)
) ss.
County of)

On this _____ day of _____, 2024, before me the undersigned, a Notary Public in and for said state, personally appeared _____, known to me to be the Representative of **Toll Southwest, LLC**, who subscribed her name to the foregoing instrument, and acknowledged to me that she executed the same in said limited liability company's name.

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

Notary Public for
Residing at _____
My Commission expires _____

THENCE S72°28'10"W, A DISTANCE OF 427.04 FEET;
THENCE S86°01'02"W, A DISTANCE OF 187.14 FEET;
THENCE S00°54'10"W, A DISTANCE OF 123.61 FEET TO A 5/8" REBAR WITH YELLOW PLASTIC CAP "CSC 18780" AND SAID SOUTH LINE
OF THE NORTH 1/2 OF SAID SECTION 19;
THENCE N89°17'11"W ALONG SAID SOUTH LINE, A DISTANCE OF 19.80 FEET TO THE **POINT OF BEGINNING**.



CONTAINS: 5,644,105 +/- SQ. FT. (129.57 +/- ACRES)

DANCER PROPERTY-PHASES 1 THROUGH 8 LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

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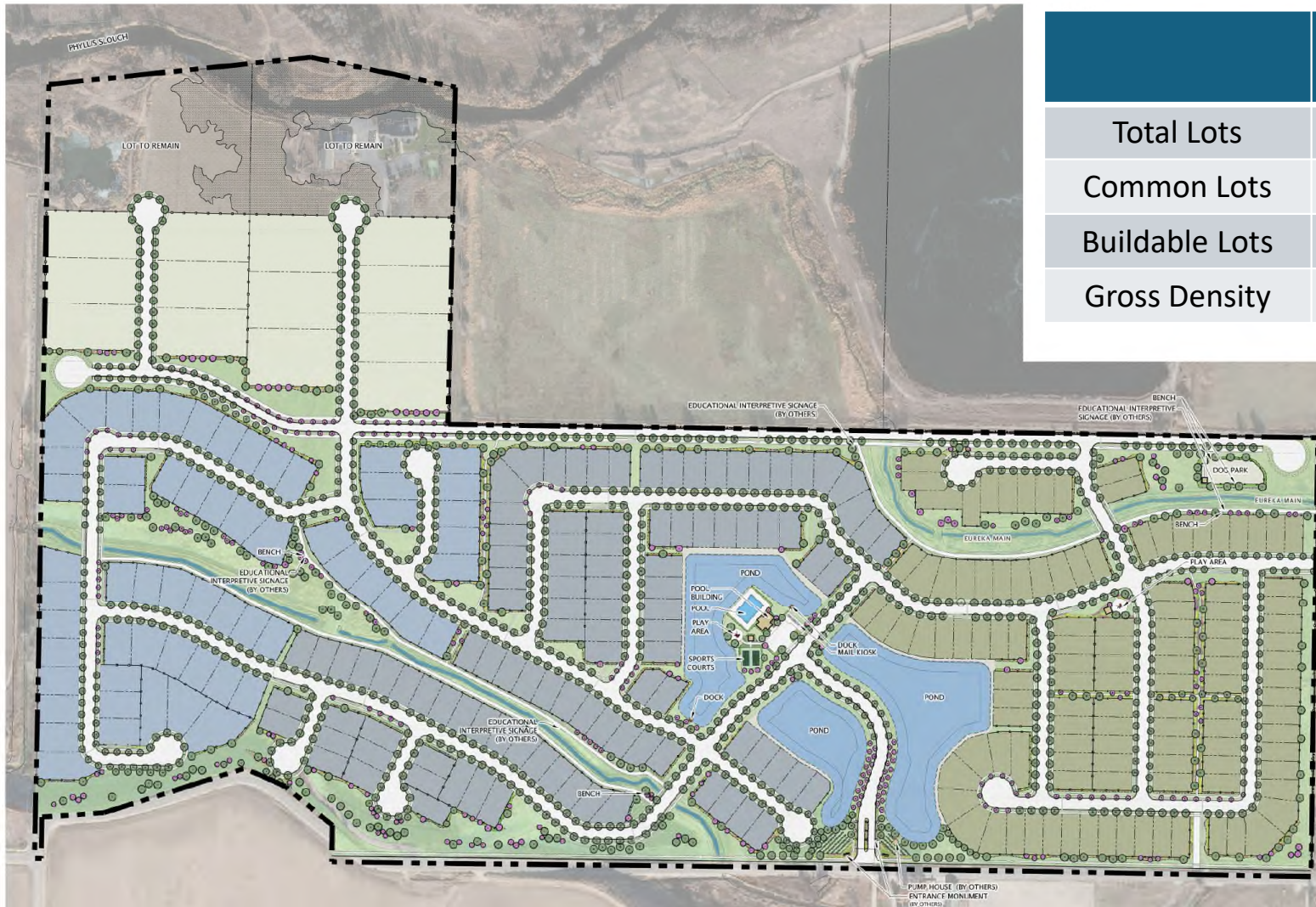
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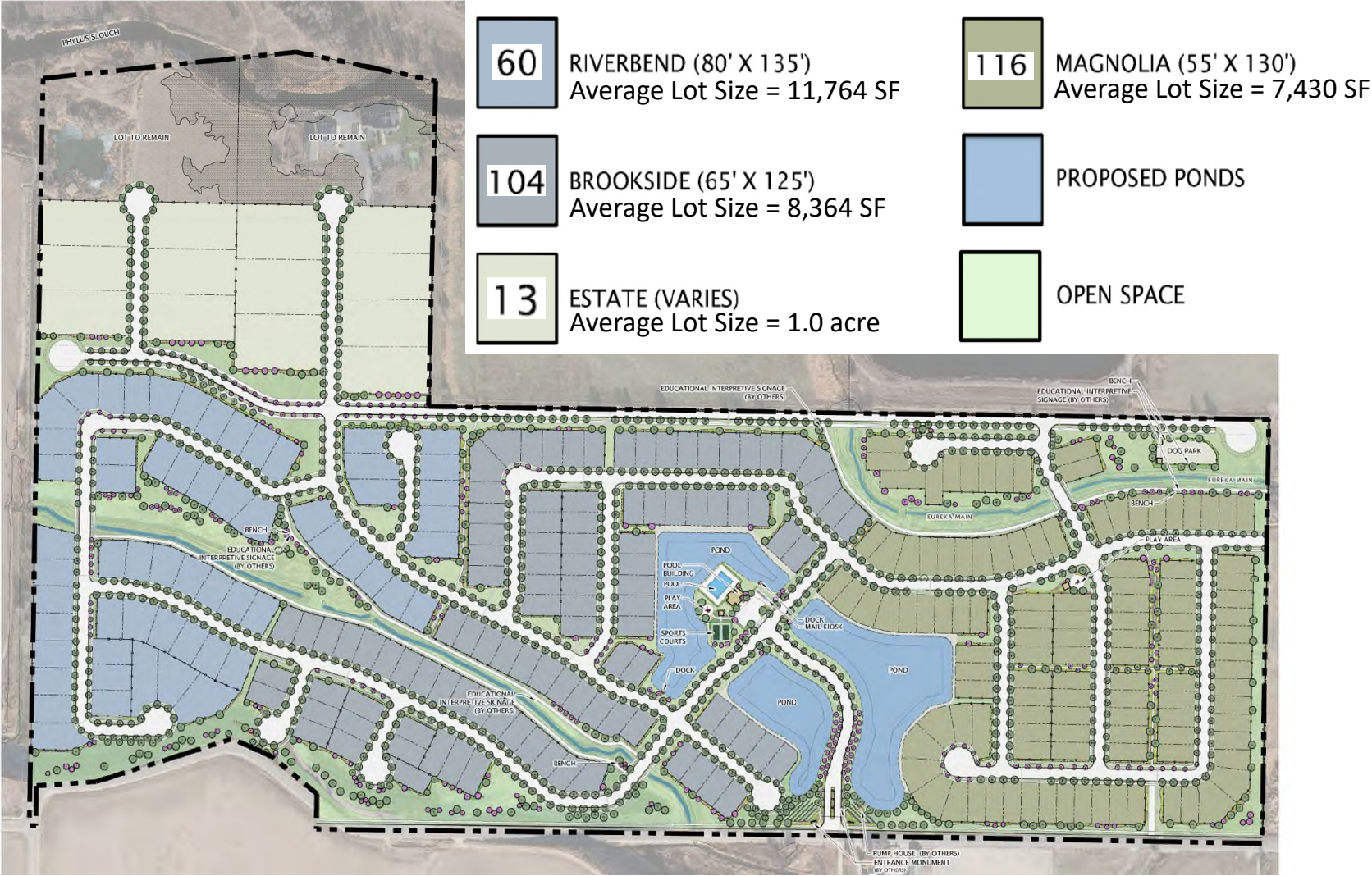
EXHIBIT B

Trailmark Station - Plat

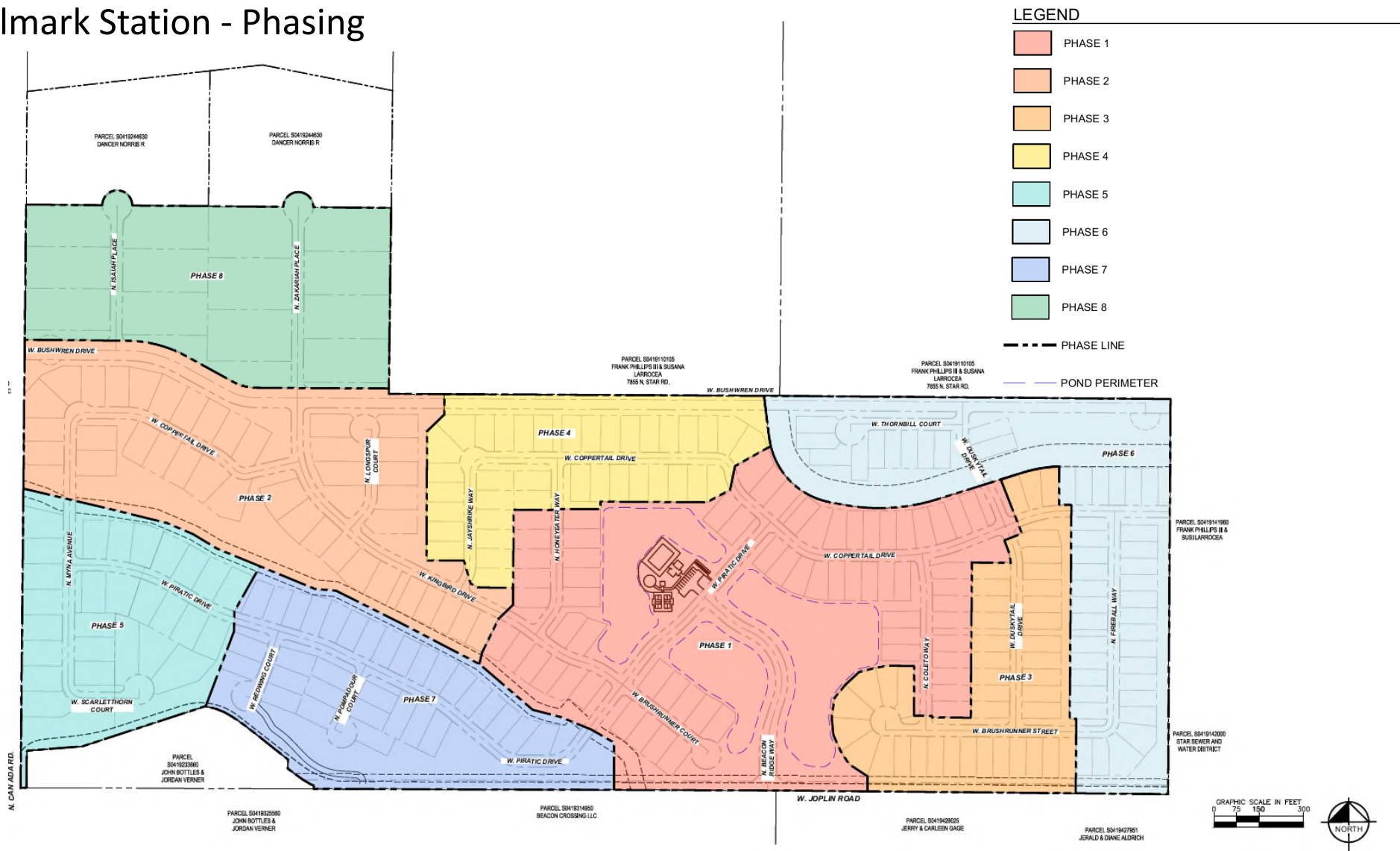


	Starling Springs	Trailmark Station
Total Lots	368	314
Common Lots	74	21
Buildable Lots	345	293
Gross Density	2.66	2.26

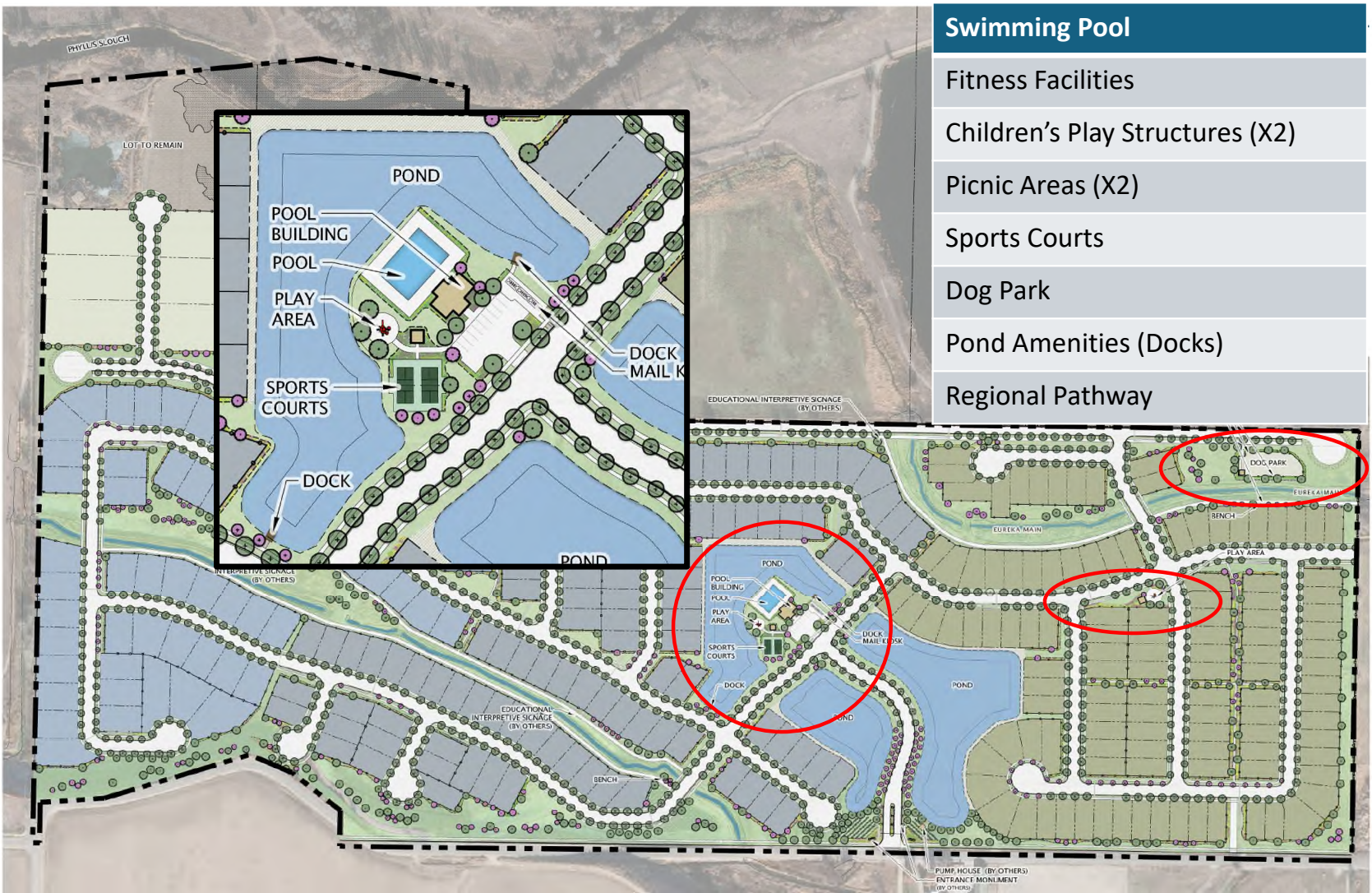
Trailmark Station - Plat



Trailmark Station - Phasing



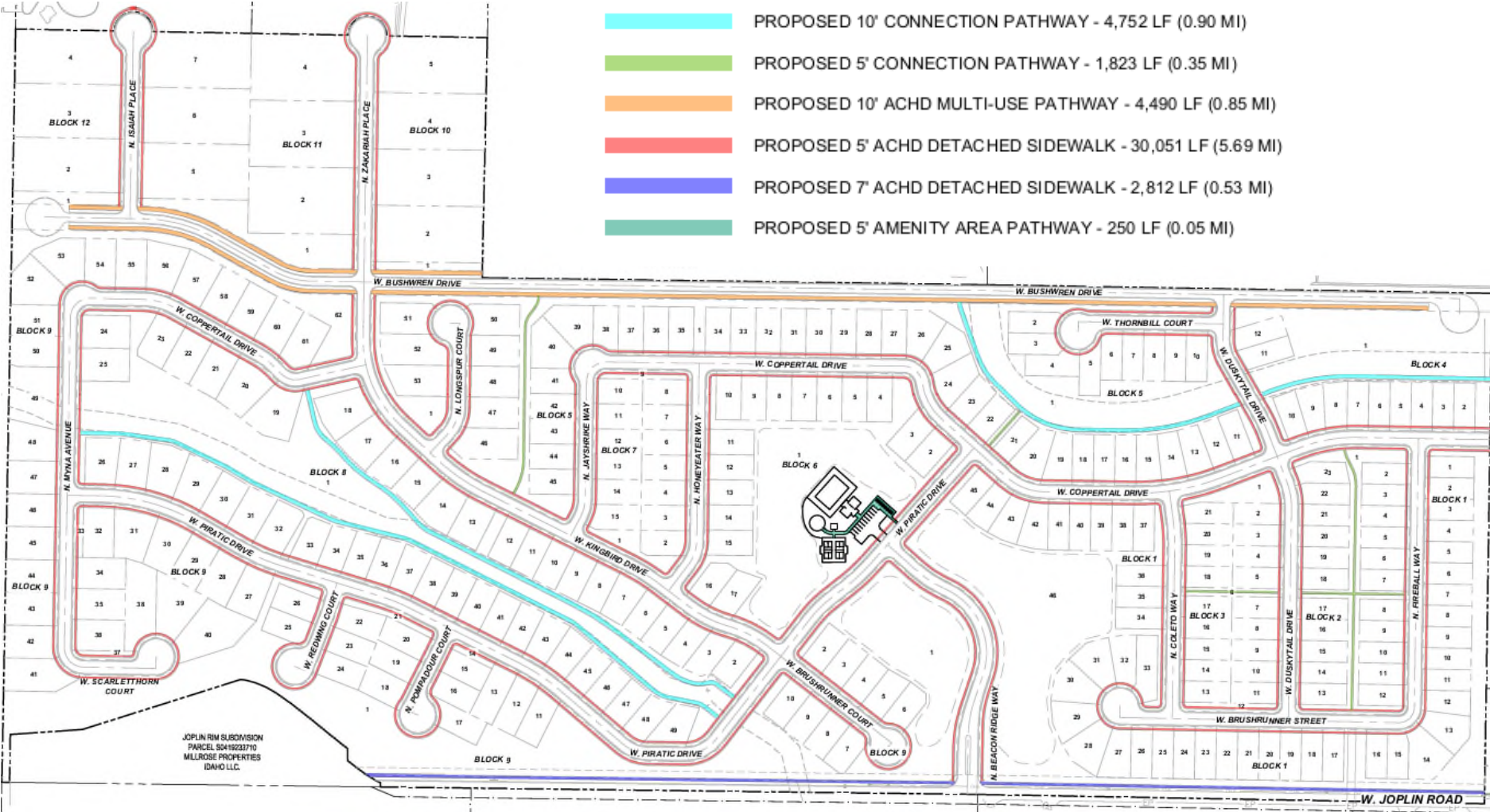
Trailmark Station – Amenities



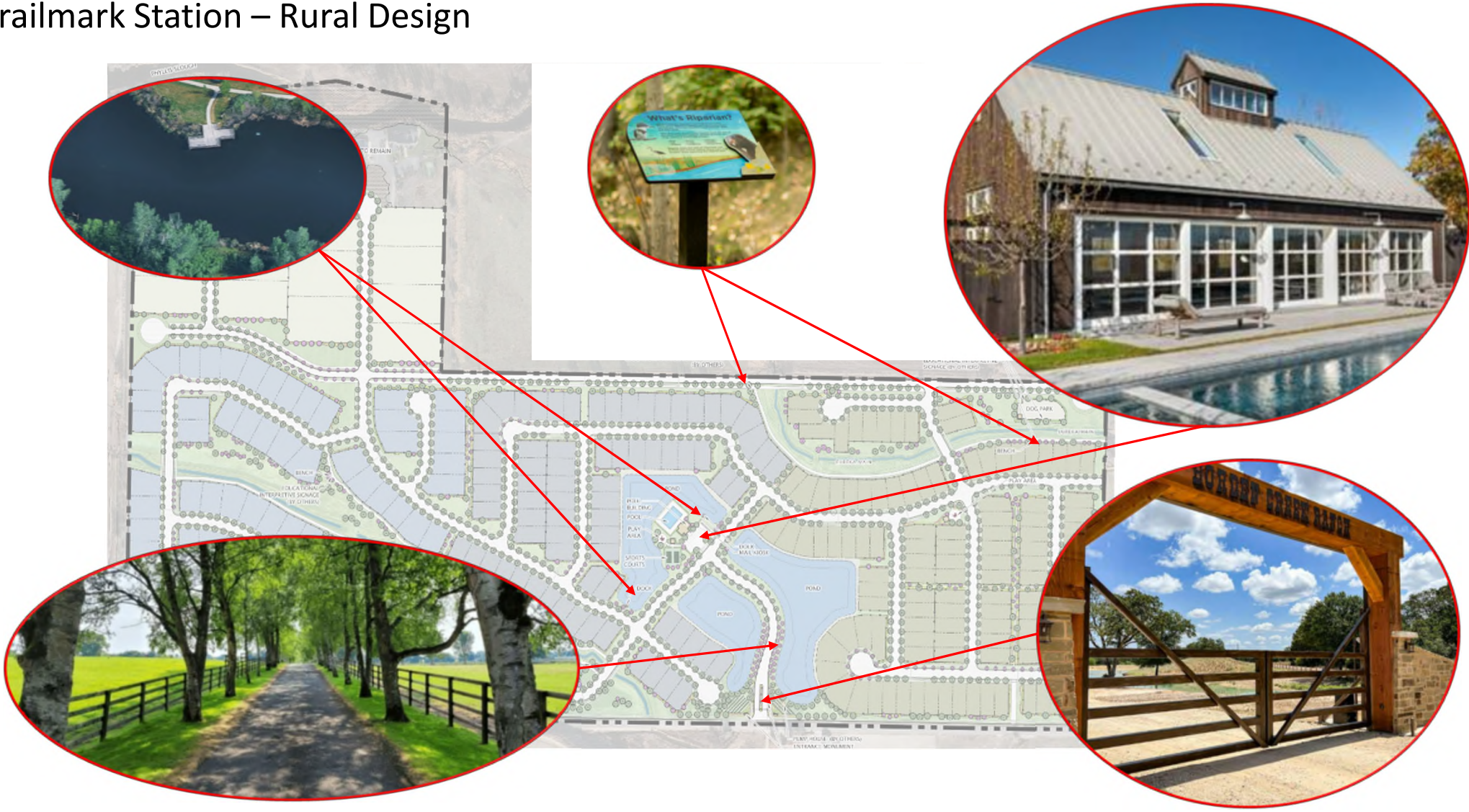
Trailmark Station – Pathway Plan

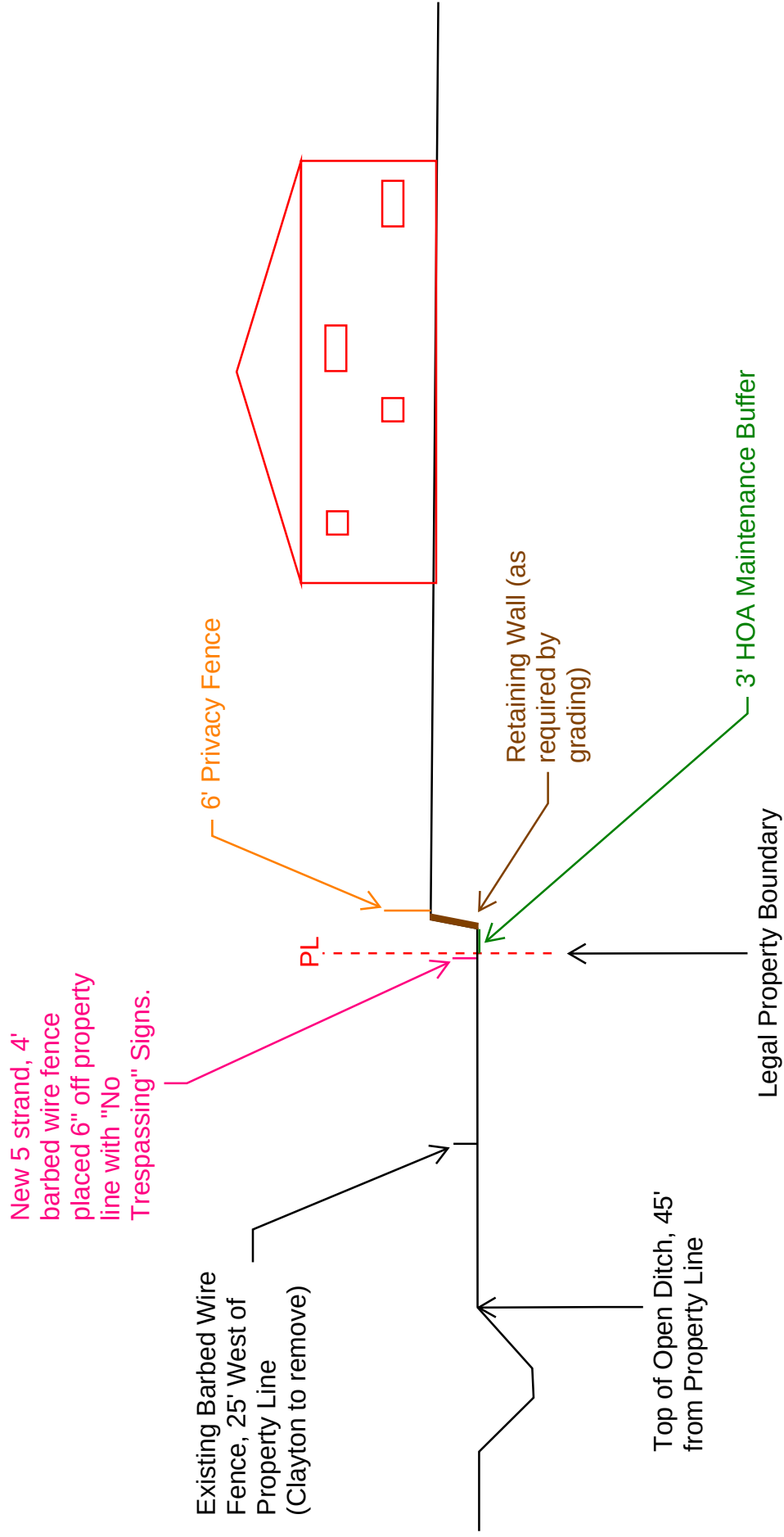
LEGEND

- PROPOSED 10' CONNECTION PATHWAY - 4,752 LF (0.90 MI)
- PROPOSED 5' CONNECTION PATHWAY - 1,823 LF (0.35 MI)
- PROPOSED 10' ACHD MULTI-USE PATHWAY - 4,490 LF (0.85 MI)
- PROPOSED 5' ACHD DETACHED SIDEWALK - 30,051 LF (5.69 MI)
- PROPOSED 7' ACHD DETACHED SIDEWALK - 2,812 LF (0.53 MI)
- PROPOSED 5' AMENITY AREA PATHWAY - 250 LF (0.05 MI)



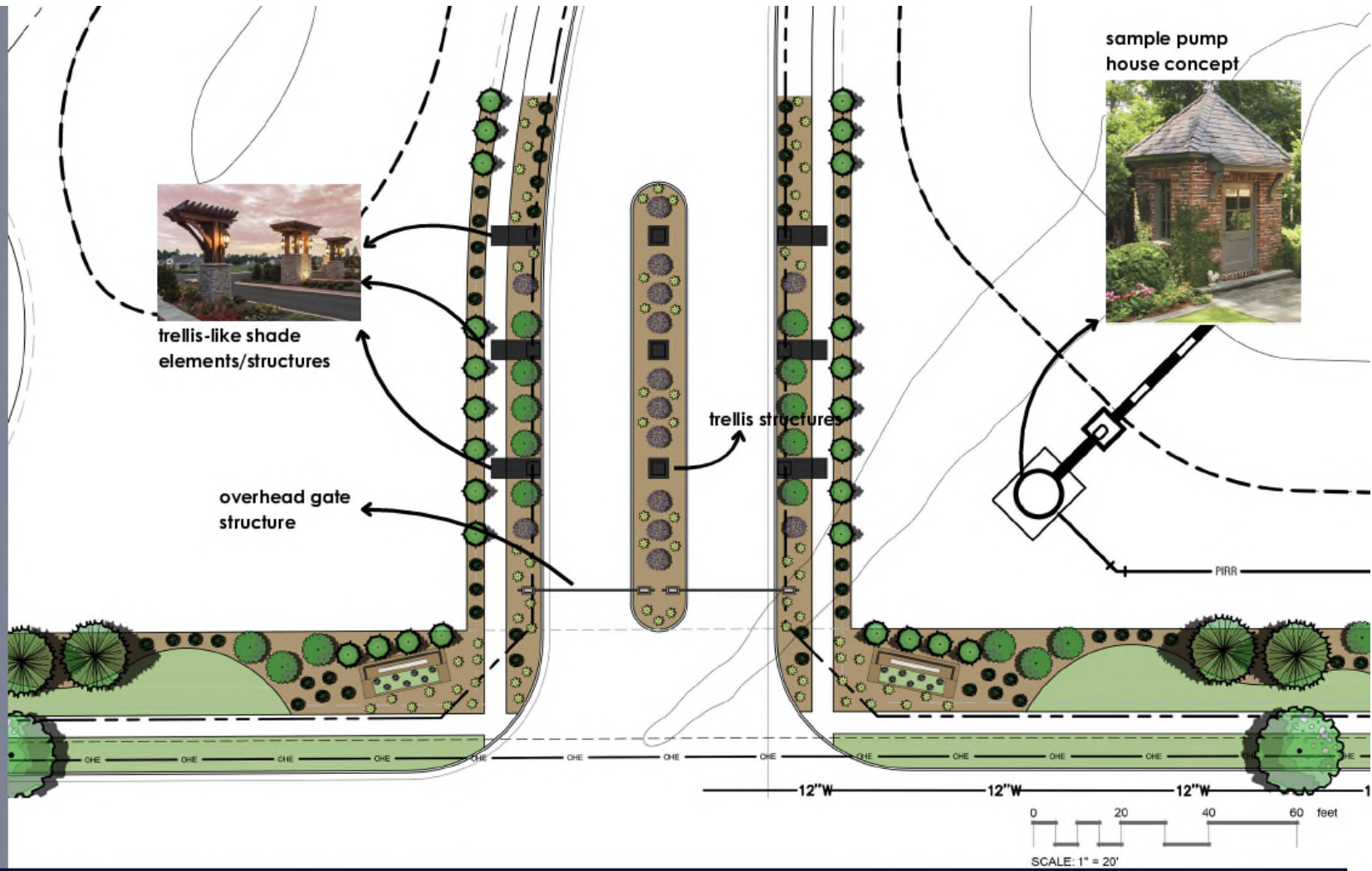
Trailmark Station – Rural Design







Entry Monument: Plan View



TRAILMARK STATION

Toll Brothers

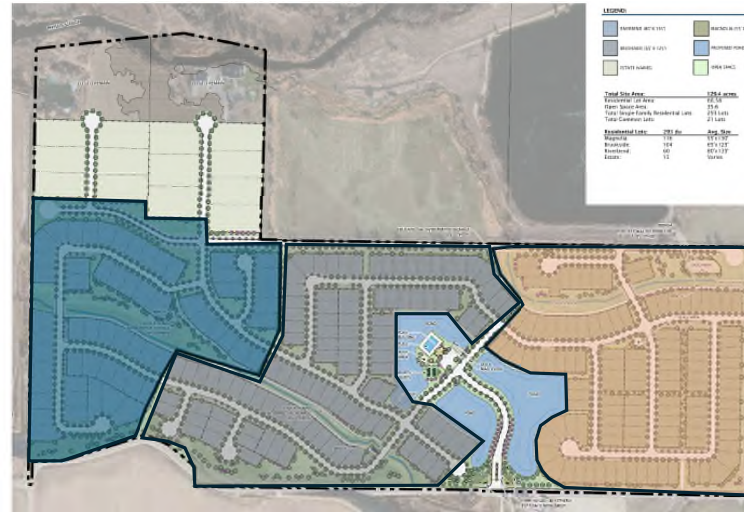


STACK ROCK
GROUP

EXHIBIT C

Housing Types and Elevations

Riverbend (80'x135')



Brookside (65'x130')



Magnolia (55'x130')

