

ORDINANCE NO. 353-2022
(LANGTREE BUNGALOWS 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 9670 W. FLOATING FEATHER ROAD, IN STAR, IDAHO (ADA COUNTY PARCEL S0405449050) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY LANGTREE BUNGALOWS LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-4-DA) OF APPROXIMATELY 27.09 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 January 18, 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-4-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-4-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-4-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



April 26, 2021
Project No. 20-222
Legal Description

Exhibit A

A parcel of land being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 5, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the Southeast corner of said Section 5, which bears $S88^{\circ}33'35''E$ a distance of 2,642.52 feet from a found aluminum cap marking the South 1/4 corner of said Section 5, thence following the easterly line of said Section 5, $N00^{\circ}51'20''E$ a distance of 821.00 feet to the easterly boundary of a parcel of land as described in Quitclaim Deed per Instrument No. 2016-044292 and being the **POINT OF BEGINNING**.

Thence leaving said easterly line and following said Quitclaim Deed boundary line the following five (5) courses:

1. $S71^{\circ}06'31''W$ a distance of 268.13 feet;
2. $S56^{\circ}20'40''W$ a distance of 91.00 feet;
3. $N82^{\circ}21'20''W$ a distance of 90.00 feet;
4. $S31^{\circ}13'20''E$ a distance of 425.00 feet;
5. $S00^{\circ}39'40''W$ a distance of 92.44 feet to the Northeast corner of a parcel of land as described in Quitclaim Deed per Instrument No. 111003774;

Thence leaving said boundary line as described in Quitclaim Deed per Instrument No. 2016-044292 and following the boundary line described said Quitclaim Deed per Instrument No. 111003774 the following two (2) courses:

1. $S00^{\circ}39'40''W$ a distance of 210.00 feet;
2. $N88^{\circ}33'35''W$ a distance of 210.00 feet to said boundary line as described in Quitclaim Deed per Instrument No. 2016-044292;

Thence leaving said boundary line as described in Quitclaim Deed per Instrument No. 111003774 and following said boundary line described in Quitclaim Deed per Instrument No. 2016-044292 the following twelve (12) courses:

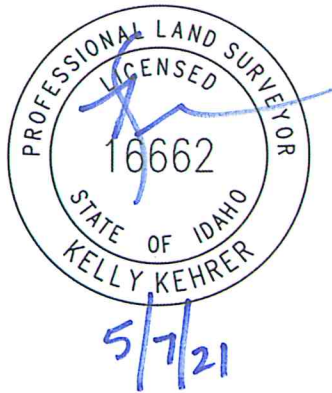
1. $N88^{\circ}33'35''W$ a distance of 509.47 feet;
2. $N02^{\circ}42'49''E$ a distance of 679.37 feet;
3. $N85^{\circ}17'36''W$ a distance of 138.96 feet;
4. $N00^{\circ}53'37''E$ a distance of 172.56 feet;
5. $N63^{\circ}55'59''W$ a distance of 76.37 feet;
6. $N69^{\circ}17'42''W$ a distance of 124.66 feet;
7. 44.16 feet along the arc of a circular curve to the right, said curve having a radius of 112.58 feet, a delta angle of $22^{\circ}28'33''$, a chord bearing of $N56^{\circ}22'27''W$ and a chord distance of 43.88 feet;
8. $N45^{\circ}08'07''W$ a distance of 49.96 feet;
9. 39.31 feet along the arc of a circular curve to the left, said curve having a radius of 46.53 feet, a delta angle of $48^{\circ}24'09''$, a chord bearing of $N68^{\circ}14'39''W$ and a chord distance of 38.15 feet;
10. $N00^{\circ}52'49''E$ a distance of 303.26 feet to the Southeast corner of Star Acres Subdivision (Book 29 of Plats, Page 1,822);

11. S88°48'45"E a distance of 1320.64 feet to a found 5/8-inch rebar marking the South 1/16 corner on the easterly line of said Section 5;
12. S00°51'20"W a distance of 516.73 feet to the **POINT OF BEGINNING**.

Said parcel contains 27.095 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, record of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated in.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.



STAR ACRES
SUBDIVISION

S88°48'45"E 1320.64'

S 1/16 CORNER
SECTION 5

QUITCLAIM DEED INST. No.
2016-044292

POINT OF BEGINNING

S00°51'20"W 516.73'

N00°51'20"E 821.00'

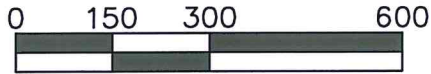
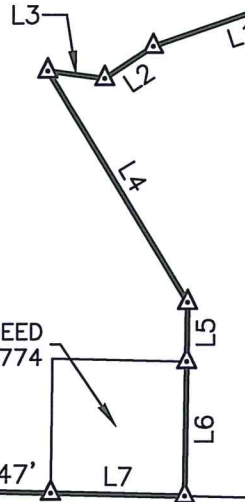
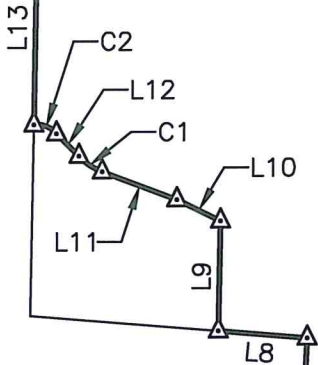
QUITCLAIM DEED
INST. No. 111003774

N02°42'49"E 679.37'

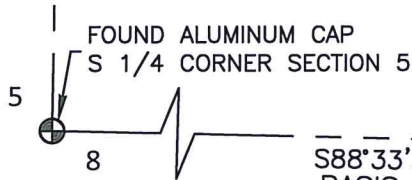
N88°33'35"W 509.47'

S88°33'35"E 2642.52'
BASIS OF BEARINGS
W. Floating Feather Rd.

POINT OF COMMENCEMENT
FOUND ALUMINUM CAP
SE CORNER SECTION 5



Plan Scale



km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: 5/7/2021

PROJECT: 20-222

SHEET:
1 OF 2

EXHIBIT B LANGTREE BUNGALOWS







A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5,
TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO

P:\20-222\CAD\SURVEY\EXHIBITS\20-222 BOUNDARY LEGAL 5.7.2021.DWG, BILL HYNSON, 5/7/2021, DWG TO PDF.PC3, 08.5X11 P [PDF]

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S71°06'31"W	268.13
L2	S56°20'40"W	91.00
L3	N82°21'20"W	90.00
L4	S31°13'20"E	425.00
L5	S0°39'40"W	92.44
L6	S0°39'40"W	210.00
L7	N88°33'35"W	210.00
L8	N85°17'36"W	138.96
L9	N0°53'37"E	172.56
L10	N63°55'59"W	76.37
L11	N69°17'42"W	124.66
L12	N45°08'07"W	49.96
L13	N0°52'49"E	303.26

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	112.58'	44.16'	22°28'33"	N56°22'27"W	43.88'
C2	46.53'	39.31'	48°24'09"	N68°14'39"W	38.15'

LEGEND

-  FOUND ALUMINUM CAP
-  FOUND 5/8-INCH REBAR
-  CALCULATED POINT
-  SECTION LINE
-  SUBJECT PARCEL BOUNDARY
-  PARCEL LINE



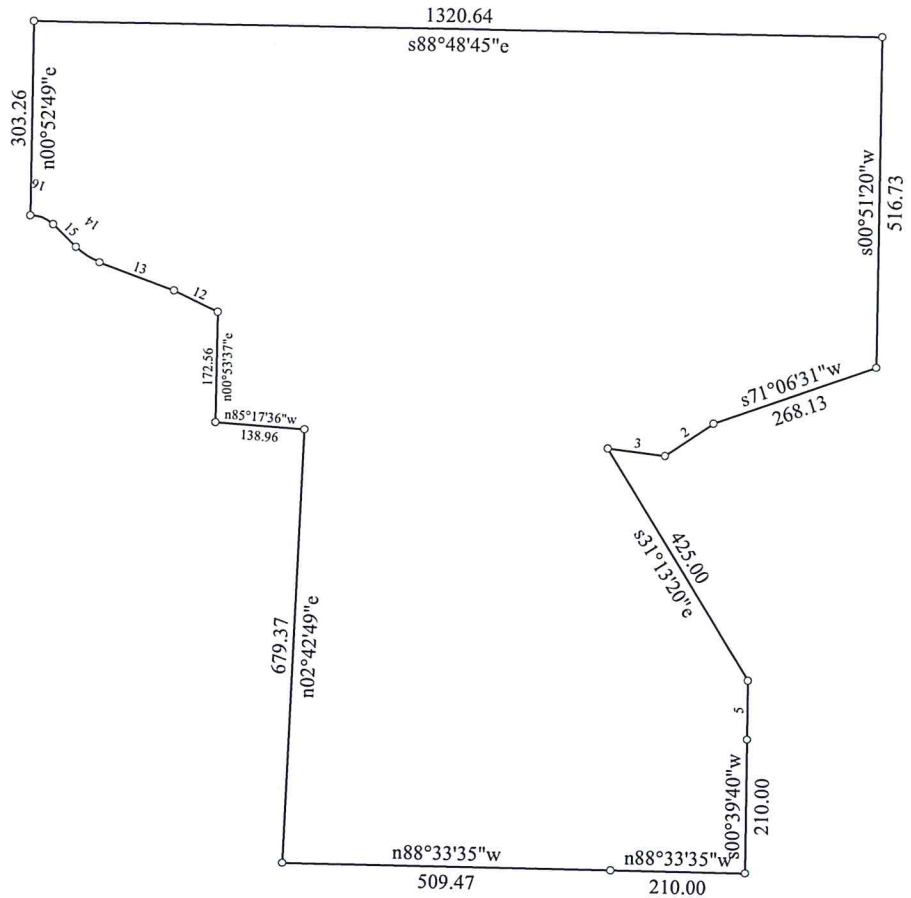
DATE: 5/7/2021

PROJECT: 20-222

SHEET:
2 OF 2

EXHIBIT B LANGTREE BUNGALOWS

A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5,
TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO



Title:		Date: 05-07-2021
Scale: 1 inch = 300 feet	File:	
Tract 1: 27.095 Acres: 1180277 Sq Feet: Closure = n55.5342w 0.01 Feet: Precision = 1/479780: Perimeter = 5362 Feet		
001=s71.0631w 268.13	008=n88.3335w 509.47	015=n45.0807w 49.96
002=s56.2040w 91.00	009=n02.4249e 679.37	016: Lt, R=46.53, Delta=48.2409
003=n82.2120w 90.00	010=n85.1736w 138.96	Bng=n68.1439w, Chd=38.15
004=s31.1320e 425.00	011=n00.5337e 172.56	017=n00.5249e 303.26
005=s00.3940w 92.44	012=n63.5559w 76.37	018=s88.4845e 1320.64
006=s00.3940w 210.00	013=n69.1742w 124.66	019=s00.5120w 516.73
007=n88.3335w 210.00	014: Rt, R=112.58, Delta=22.2833	
	Bng=n56.2227w, Chd=43.88	

**DEVELOPMENT AGREEMENT
LANGTREE BUNGALOWS 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 Langtree Bungalows LLC, a limited liability company, hereinafter referred to as "Owner".

WHEREAS, Owner owns a parcel of land of approximately 27.09 acres in size, currently located within Ada County, zoned RUT, and more particularly described in **Exhibit A** of Ordinance 353, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner requested that the Property be annexed into the City and 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 rezoned 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-4-DA, and a preliminary plat was made as File No. AZ-21-11/DA-21-16/PP-21-08, 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 in **Exhibit A**, Owner is allowed to develop the 27.09 acres as follows:

- Zoning Classification: The zoning classification of the Property shall be a R-4-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 3.4 dwelling units per acre (92 lots). Housing styles shall be consistent with the submitted elevations detailed in **Exhibit C**.

2.4 Setbacks. The development shall comply with the standard setbacks for the R-4 zone in place at the time of approval of the preliminary plat. Waivers to setbacks were not granted by Council.

2.5 Additional Requirements:

- Provide emergency access to the east to connect to Welton Estates Subdivision.
- All streets shall be a minimum 36' in width. Council approved Private Streets within the subdivision.
- Relocate the pickleball court from the natural area common lot to the central open space common lot south of the Foothill Ditch.
- Provide a loop trail in the natural area common lot and provide with a natural pathway surface. The loop trail will be located within 50' of the boundaries of the three lots adjacent to the natural area common lot. Except for the loop trail and any vegetation planted within the 50' area, the remainder of the natural area common lot shall not be disturbed except for the removal of dead vegetation.
- Lots along the western boundary shall match lot lines with the existing Colt Place Subdivision.

- Provide concrete pathway to the school along the entire eastern boundary of the northern portion of the development.
- Provide minimum of 7' sidewalk on Floating Feather Road, subject to ACHD approval.
- The natural area common lot shall extend east to include a minimum area of 105' wide along the north property boundary only adjacent to the transition zone. This common lot shall be landscaped between White Willow Lane (preliminary plat) and the north property boundary including a berm with a mix of evergreen and deciduous trees planted along the top and plantings on both sides. The berm shall start at the northeast corner of this common lot and run approximately 540' along the northern boundary and then curve southwest and shall terminate approximately 50' north of the northern-most lot on the west side of Black Elm Lane. The berm shall be 6' in height on the eastern half and 8' in height on the western half. This common lot shall be fenced with a 3-rail vinyl open fence 4' in height along the northern boundary and the western boundary terminating at the northern boundary of the Foothill Ditch irrigation easement.
- The one, northernmost lot on the west side of Black Elm Lane (preliminary plat) is limited to a single-story home.

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 \$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 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.

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: Langtree Bungalows LLC
Ron Walsh
1485 N. Eagle Creek Way
Eagle, Idaho 83616-4086

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:

Langtree Bungalows LLC, an Idaho Limited
Liability Company

By: Ron Walsh
Its: Registered Agent

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2022, before me the undersigned, a Notary Public in and for said state, personally appeared Ron Walsh, known to me to be the Registered Agent of **Langtree Bungalows LLC**, who subscribed his name to the foregoing instrument, and acknowledged to me that he 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 Idaho
Residing at _____
My Commission expires _____

DRAFT

NO.	DATE	REVISIONS

LANGTREE BUNGALOWS SUBDIVISION
 STRA, IDAHO
 PRELIMINARY PLAT
 LOT DIMENSIONS
 PHASE 2 - NORTH

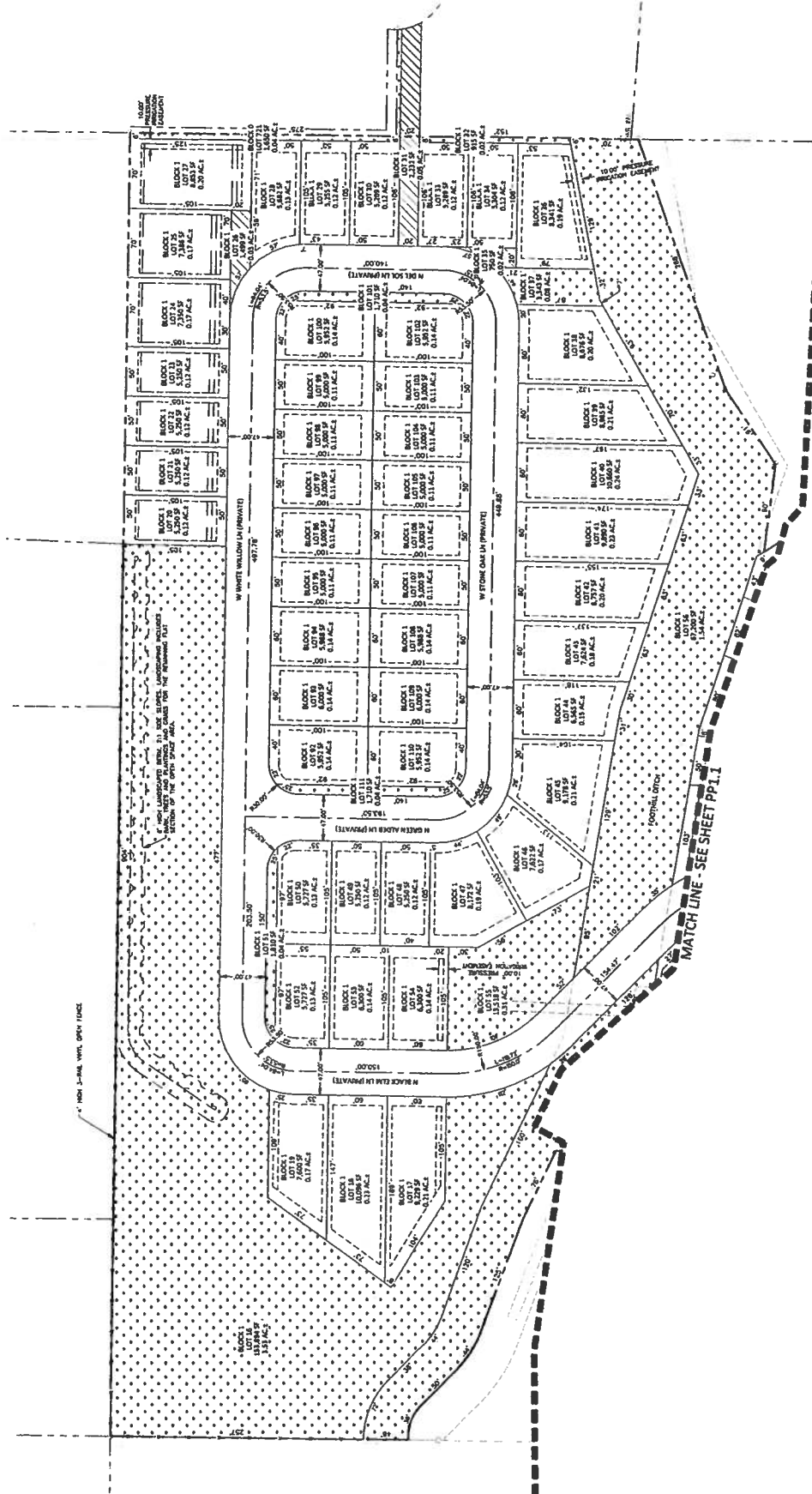


K&M ENGINEERING
 17700 N. UNIVERSITY BLVD.
 SUITE 100
 BOISE, IDAHO 83724
 (208) 333-1111
 www.kandm.com

PROJECT NO. 20-127
 SHEET NO. PP 1.2

DIMENSIONAL STANDARDS PER ADA COUNTY CODE

FRONT (TO FACE OF GARAGE).....	20'
FRONT (TO FACE OF WINGS).....	15'
REAR.....	5'
STREET SIDE.....	20'
INTERIOR SIDE.....	15'
MINIMUM BUILDING HEIGHT.....	35'



LOT DIMENSIONS - PHASE 2 - NORTH
 0 50 100 150
 Feet Scale: 1" = 50'



EXHIBIT C

Housing Style and Similar Projects Completed

Our flagship 55+ active adult subdivision, the Village Bungalows, is located in Meridian, Idaho with 74 single-family homes on a 12-acre site. Our luxury homes are mostly single-level craftsman style homes with front porches, extra wide hallways, 9-10 foot ceilings, roll-in showers, fireplaces and a butler's pantry. Our community features a clubhouse with a full kitchen, fitness center and yoga room, a central park and walking paths. We designed this neighborhood with community connection in mind and a focus on maintenance-free lifestyle with all yard, snow removal and sprinkler maintenance covered by HOA. Attached to this application as an exhibit are exterior renderings of single-family homes that have been constructed in other communities the developer has completed.

