## ORDINANCE NO. 400-2024 (TALEGA VILLAGE ANNEXATION & REZONE)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO, AND REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR, ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 58 N. TRUMAN PLACE AND 8370 W. SHULTS COURT (ADA COUNTY PARCELS R3720002880, R3720003030, R3720002500, R3720002480, R3720001505, R3720002412, & S0409417201); THE PROPERTY OWNED BY CIG ENTERPRISES LLC; ESTABLISHING THE CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-10-DA), AND ESTABLISHING THE ZONING CLASSIFICATION OF THE REZONED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-10-DA), WITH A TOTAL OF APPROXIMATELY 55.68 ACRES, AND RE-ESTABLISHING THE ZONING CLASSIFICATION OF THE REZONED PROPERTY AS GENERAL BUSINESS DISTRICT WITH A DEVELOPMENT AGREEMENT (C-2-DA) OF APPROXIMATELY 18.93 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 rezone, 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. 370-2022, adopted on July 19, 2022 and subsequently amended; and

WHEREAS, the owner(s) of the real property situated in the unincorporated areas of Ada County, and real property currently classified as a General Business District (C-2) under the Unified Development Code of the City, and particularly described in Section 2 of this Ordinance have requested, in writing, annexation and rezone of said real property to the City of Star; and

WHEREAS, the Mayor and Council, held a public hearing on January 16, 2024 on the proposed annexation and zoning and rezone 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-10-DA), and that the requested rezone should be granted and that the property should be zoned Residential with a Development Agreement (R-10-DA) and General Business District with a Development Agreement (C-2-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. The Mayor and Council also find and declare that the specific real property described in Section 2 of this Ordinance is within the boundaries of the City, that the owner(s) of said property have requested, in writing, rezone of said property by the City, and that the requirements of Section 67-6511, Idaho Code, and the Star Unified Development Code for rezone of said property, have been satisfied.

Section 2: The specific, 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. In addition, the real property, described in the attached "Exhibit A", is hereby rezoned as Residential with a Development Agreement (R-10-DA) and General Business District (C-2-DA), and the Zoning Map of the City is hereby amended to reflect the changes in the land use classifications.

Section 3: 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 4:</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.

2024

DiffED this day of	, 2021.
	CITY OF STAR Ada and Canyon County, Idaho
ATTEST:	BY: Trevor A. Chadwick, Mayor
Jacob M. Qualls, City Clerk	

DATED this

day of

#### **EXHIBIT A**

LEGAL DESCRIPTION PREPARED FOR TALEGA VILLAGE CITY OF STAR, IDAHO

> 08/03/2023 21-0488 TDS

#### CITY OF STAR R10 REZONE DESCRIPTION

A part of Lots 3, 4 & 5 of R.L. Hon Subdivision, according to the official plat thereof, filed in Book 4 of Plats at Page 163, Ada County Records situate in the Southeast 1/4 of Section 9, Township 4 North, Range 1 West, Boise Meridian, located in the County of Ada, State of Idaho, being more particularly described as follows:

Beginning at the East 1/4 Corner of said Section 9;

Running thence along the East line of the Northeast 1/4 of said Southeast 1/4 S.00°34'01"W., a distance of 1,320.09 feet to the South 1/16 Corner of said Section 9; thence along the East line of the Southeast 1/4 of said Southeast 1/4 S.00°34'58"W., a distance of 605.04 feet;

thence N.89°35'33"W., a distance of 1,294.76 feet to the Easterly Right-Of-Way line of State Highway 16;

thence along said Easterly Right-Of-Way line N.00°55'03"E., a distance of 525.25 feet; thence S.89°35'32"E., a distance of 137.14 feet;

thence N.00°24'28"E., a distance of 80.00 feet to the South line of said Northeast 1/4 of the Southeast 1/4;

thence on said South line N.89°35'32"W., a distance of 138.41 feet to said Easterly Right-Of-Way line;

thence on said Easterly Right-Of-Way line the following three (3) courses:

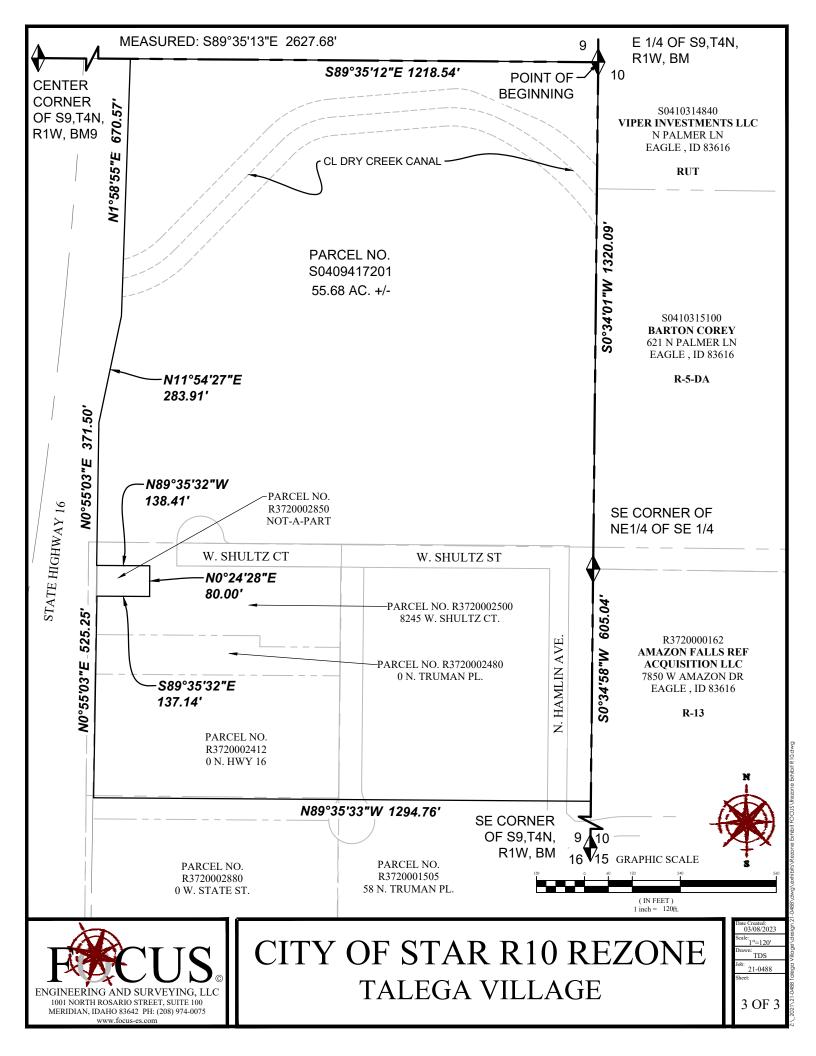
N.00°55'03"E., a distance of 371.50 feet;

N.11°54'27"E., a distance of 283.91 feet;

N.01°58'55"E., a distance of 670.57 feet to the North line of said Northeast 1/4 of the Southeast 1/4;

thence on said North line S.89°35'12"E., a distance of 1,218.54 feet to the POINT OF BEGINNING.

Containing 55.68 acres, +/-



#### LEGAL DESCRIPTION PREPARED FOR TALEGA VILLAGE CITY OF STAR, IDAHO

08/03/2023 21-0488 TDS

#### CITY OF STAR C2 REZONE DESCRIPTION

A part of Lots 3, 4 & 5 of R.L. Hon Subdivision, according to the official plat thereof, filed in Book 4 of Plats at Page 163, Ada County Records situate in the Southeast 1/4 of Section 9, Township 4 North, Range 1 West, Boise Meridian, located in the County of Ada, State of Idaho, being more particularly described as follows:

Beginning at the East 1/4 Corner of said Section 9;

Running thence along the East line of the Northeast 1/4 of said Southeast 1/4 S.00°34'01"W., a distance of 1,320.09 feet to the South 1/16 Corner of said Section 9; thence along the East line of the Southeast 1/4 of said Southeast 1/4, S.00°34'58"W., a distance of 1,259.48 feet to the Northerly Right-Of-Way line of State Highway 44, which point shall be the POINT OF BEGINNING;

thence along said Northerly Right-Of-Way line for the following five (5) courses: continuing N.89°35'49"W., a distance of 657.34 feet;

S.00°35'43"W., a distance of 50.87 feet;

N.89°39'59"W., a distance of 6.06 feet;

N.63°35'03"W., a distance of 234.19 feet;

N.88°49'44"W., a distance of 422.00 feet to the Easterly Right-Of-Way line of State Highway 16;

thence on said Easterly Right-Of-Way line the following three (3) courses:

N.00°55'03"E., a distance of 542.20 feet;

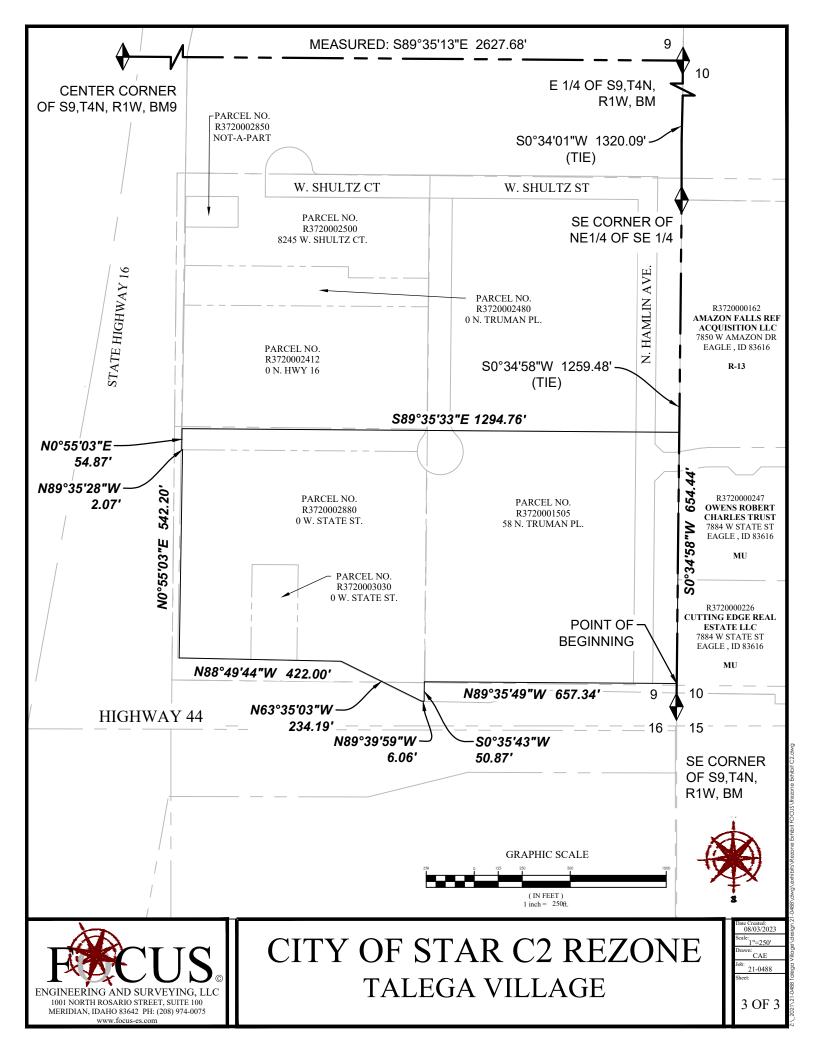
N.89°35'28"W., a distance of 2.07 feet:

N.00°55'03"E., a distance of 54.87 feet;

thence leaving said Easterly Right-Of-Way line S.89°35'33"E., a distance of 1,294.76 feet to the East line of the Southeast 1/4 of said Southeast 1/4;

thence along said East line S.00°34'58"W., a distance of 654.44 feet to the POINT OF BEGINNING.

Containing 18.93 acres, +/-.



## DEVELOPMENT AGREEMENT TALEGA VILLAGE 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 CIG Enterprises LLC, hereinafter referred to as "Owner".

WHEREAS, Owner owns parcels of land of approximately 74.61 acres in size, currently located within Ada County, zoned RUT, and more particularly described in **Exhibit A** of Ordinance 400-2024, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner requested that the Property be annexed into the City and rezoned, 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 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, and Rezone of the Property to R-10-DA and C-2-DA, a preliminary plat, private street and conditional use permit was made as File No. AZ-22-11/RZ-22-03/DA-22-12/PP-22-17/PR-23-08, 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 Owners 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. <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 74.61 acres as follows:
  - Zoning Classification: The zoning classification of the Property shall be a R-10-DA and C-2-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 preliminary plat and exhibits, dated 12/28/23, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**.
  - 2.3 <u>Uses.</u> The Property is hereby approved for a maximum of 500 residential units, including 69 Single-Family Detached Lots, 91 Townhomes lots and 340 Multi-Family Dwelling Units. All dwelling units shall be consistent with the building elevations illustrated in **Exhibit B**.
  - **Setbacks.** The development shall comply with the standard setbacks for the R-4 zone as follows:

Single-Family Detached Setbacks:

Max. Height	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Interior Side	Min. Street Side Setback
35'	15' to living area/ 20' to garage face	15'	Setback 7.5'	20'

#### **Townhomes**

Max.	Min. Front Yard	Min. Rear	Min.	Min. Street
Height	Setback	Yard	Interior	Side Setback
		Setback	Side	
			Setback	
35'	15' to living area/	15'	7.5'	20'
	20' to garage face/	4' or less if		
	10' if alley load	alley load or		
		20' with full		
		driveway		

#### 2.5 Additional Requirements:

- Comply with all conditions of approval within the approved Findings of Fact.
- All proposed drainage areas within the recognized usable open space shall function as usable area, as defined in Code.
- There shall be no parking on Hamlin Lane
- All sidewalks within the townhome area shall be 5 feet in width.
- All designated pathways and sidewalks within the preliminary plat shall have public access easements recorded with the final plat.
- Amazon Falls Drive shall be connected to the approved development in the first phase and shall be approved by Star Fire prior to issuance of building permits.
- The applicant shall participate in a pro-rata share of the Palmer Lane signal light. The amount shall be determined in the future by ACHD and ITD.
- The applicant shall submit an updated traffic study to ITD with every new phase of the development.
- There shall be no storage units allowed within the commercial development.
- Phasing of the development shall include the following:
  - Horizontal improvements for the multi-family may be constructed as part of the initial phase one.
  - ITD and Star Fire District shall review and sign off on each phase of the multi-family prior to occupancy.
     ITD and Star Fire District shall also sign off on each

- phase additional residential and commercial phase of the development.
- CCR's for the HOA and/or management agreement shall include an irrevocable clause stating that the sidewalks/pathways will not be gated or otherwise prohibit access.
- 2.6 **Proportionate Share Agreement for ITD Improvements.** Developer 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 Developer will pay the \$500,000.00 traffic mitigation fee determined, or revised, by the Idaho Transportation Department as follows: the Developer will pay the City \$1,000.00 per residential unit (500) within each phase prior to issuance of building permits and/or 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.
- **2.9** Timeframe for Recordation of Final Plat. Developer shall record the final plat(s) with the office of the Ada County Recorder within the timeframes specified within the Unified Development Code Subdivision Ordinance.

**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. <u>Default</u>. 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 Residential Property or portion thereof that has not been developed in accordance with this Agreement shall revert to an RR zoning designation. For a non-residential property, the zoning shall not revert. 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, does hereby consent to a reversion of the subject property to a RR zoning designation for residential 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 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: CIG Enterprises LLC

2055 S. Pioneer Road SLC, UT 84104

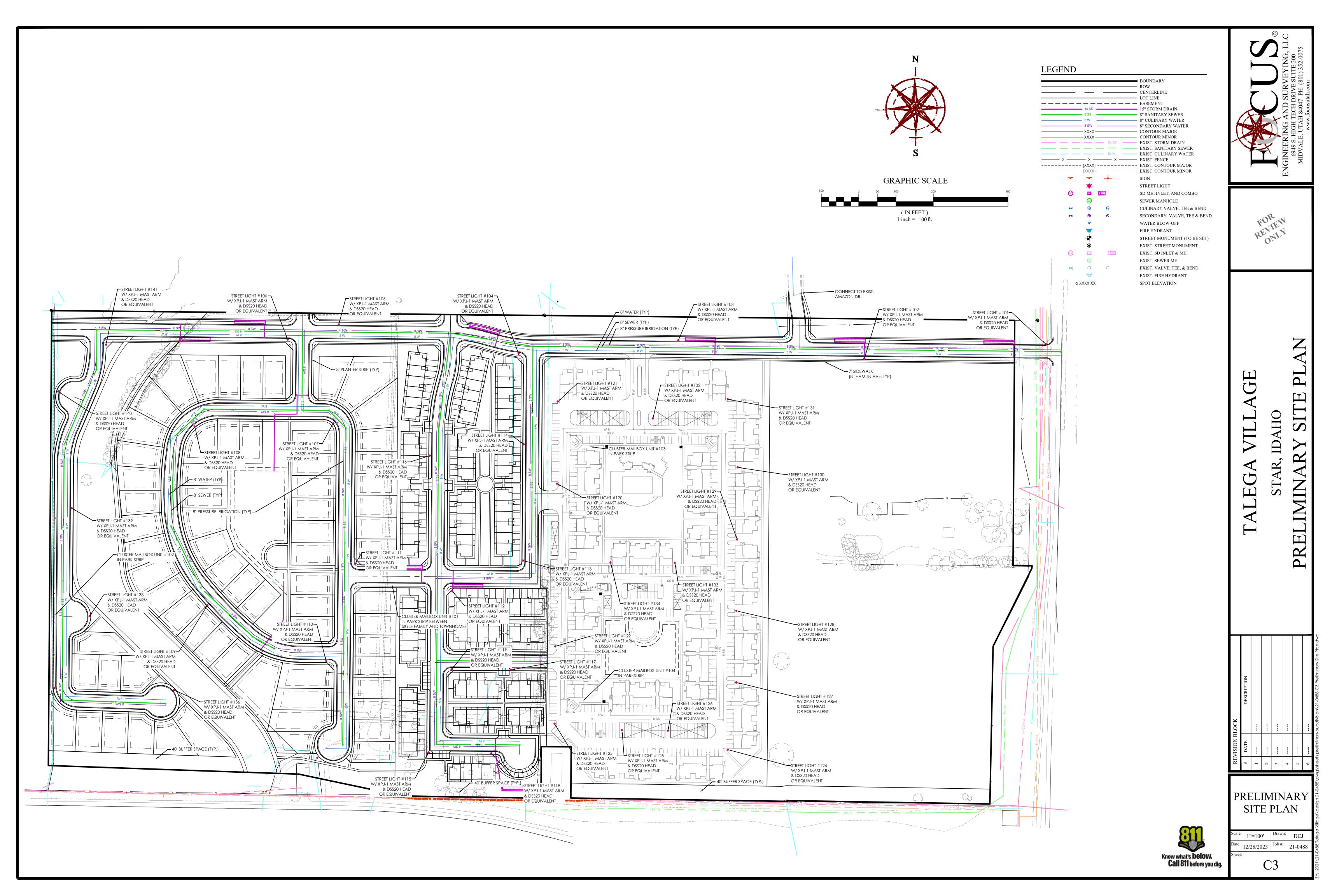
- **7.5 Effective Date.** This Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of this Agreement.
- 7.6 Attorney Fees. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in 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.

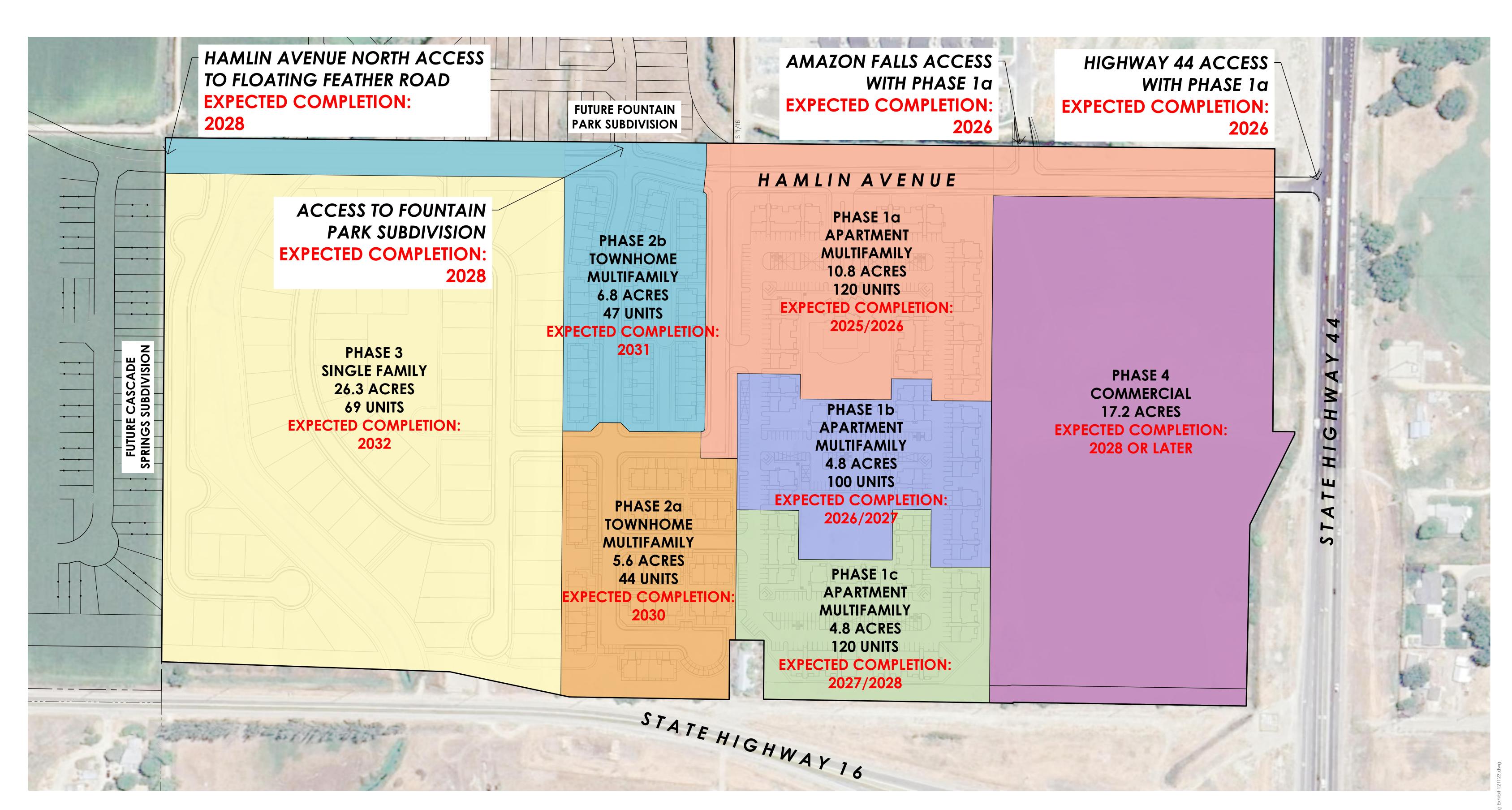
**IN WITNESS WHEREOF,** the parties have hereunto caused this Agreement to be executed on the day and year set forth below.

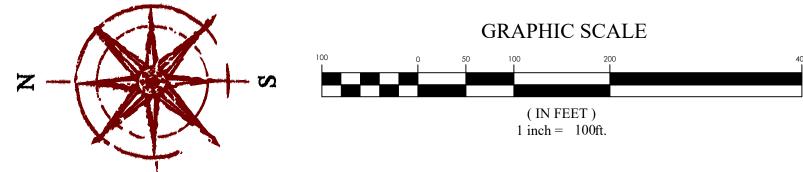
Dated this day	, 2024.
	Trevor A. Chadwick, Mayor
ATTEST:	
Jacob M. Qualls, City Clerk	
	OWNER:
	CIG Enterprises LLC
	By:
	Its:
STATE OF) ss. County of)	
County of)	
Public in and for said state, personally be, who	, 2024, before me the undersigned, a Notary appeared, known to me to subscribed their name to the foregoing instrument, ecuted the same in said limited liability company's
IN WITNESS WHEREOF, I he seal the day and year in this certificate	have hereunto set my hand and affixed my official first above written.
	Notary Public for Residing at
	Residing atMy Commission expires

# EXHIBIT B



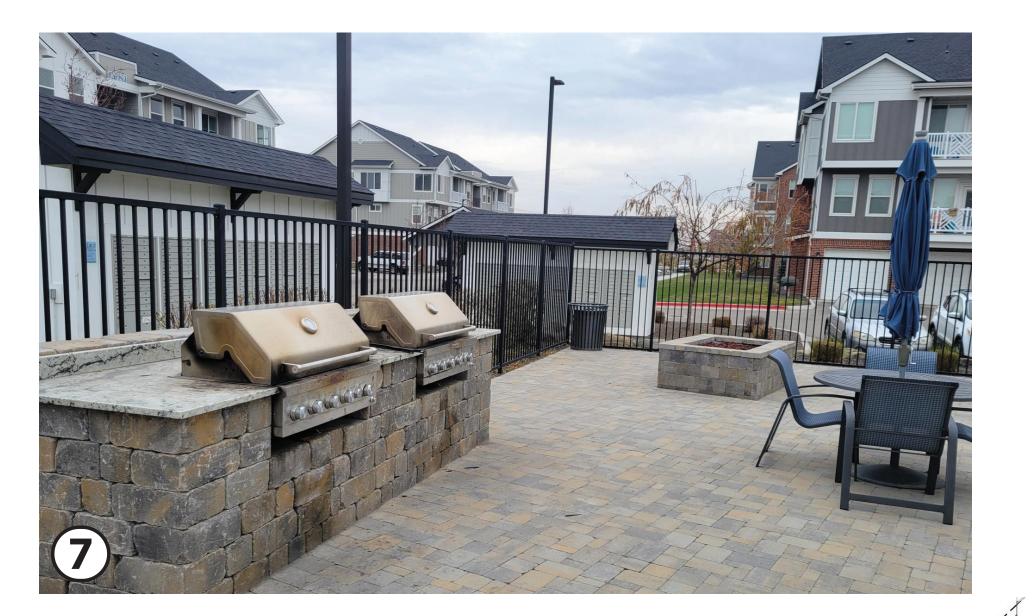






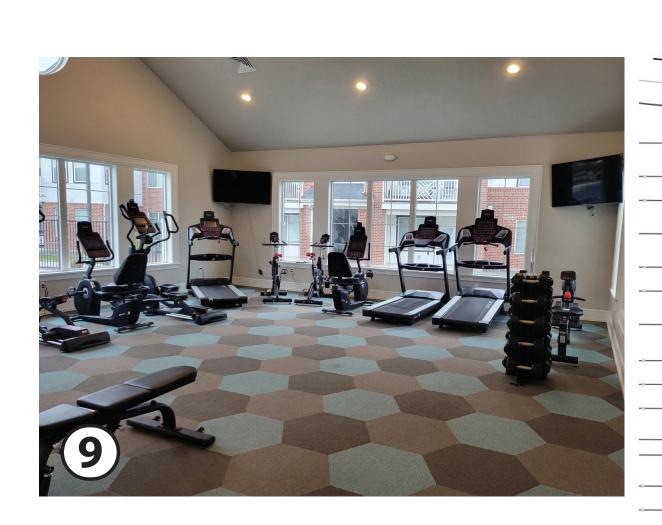
TALEGA VILLAGE overall phasing exhibit

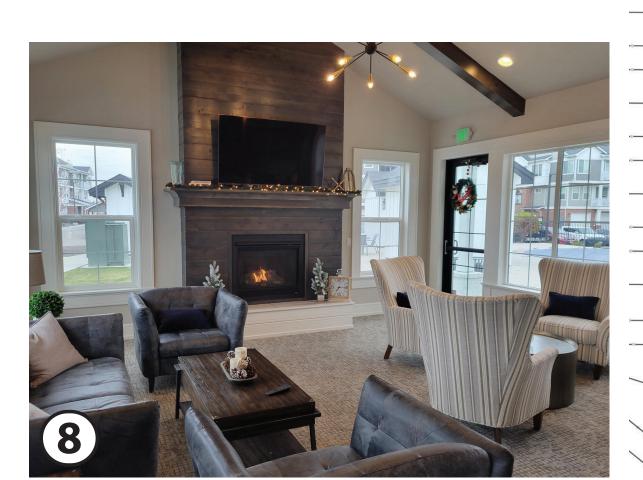




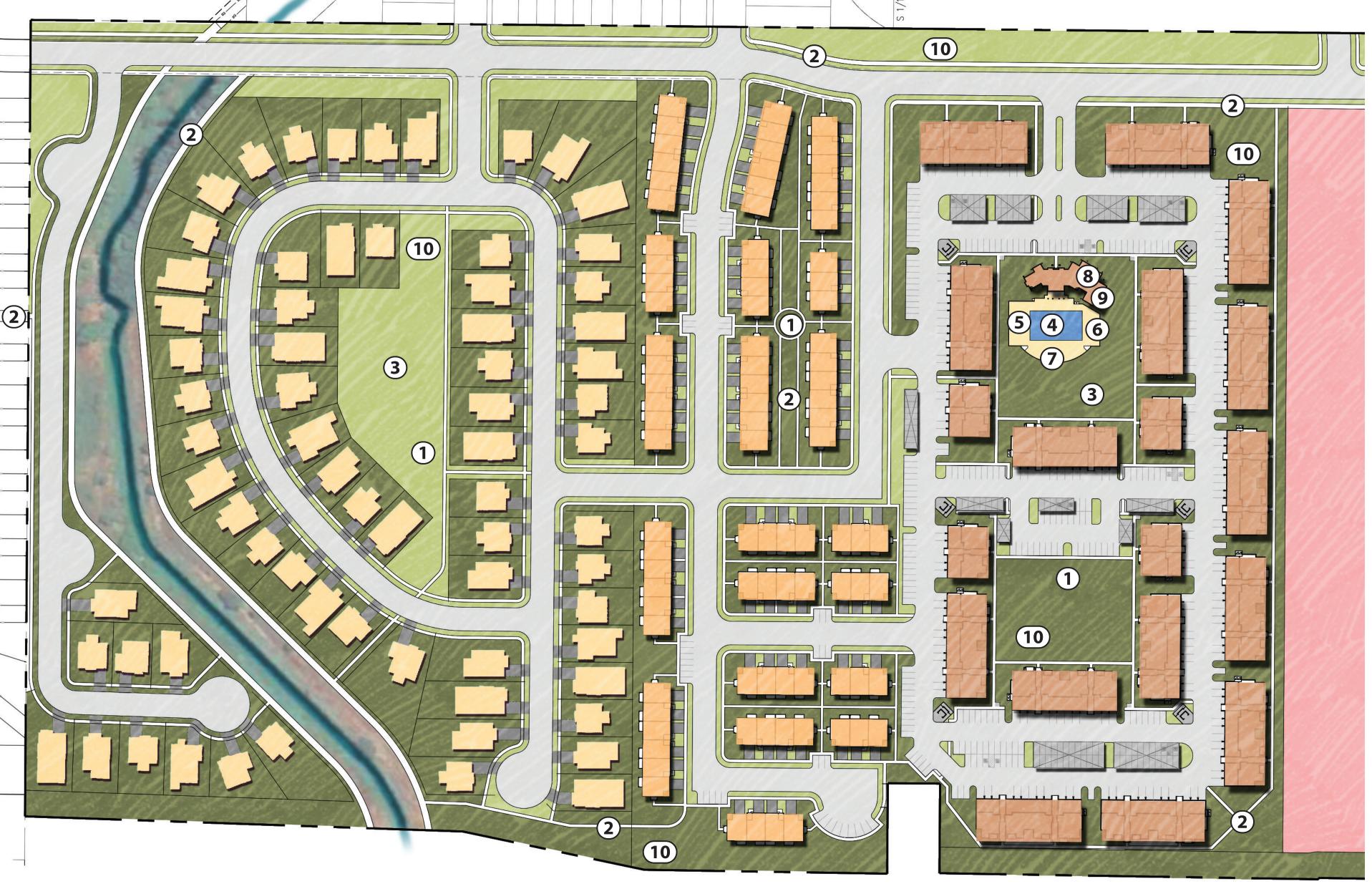














- 1 Playground
- 2 Trails & Pedestrian Connections
- 3 Open Play Field
- 4 Pool Amenity (3,600 sq. ft.)
- 5 Spa
- 6 Cabanas with TVs
- 7 BBQ Areas
- 8 Clubhouse
- 9 Indoor Fitness Center
- 10 Additional Open Space (beyond minimum requirement)

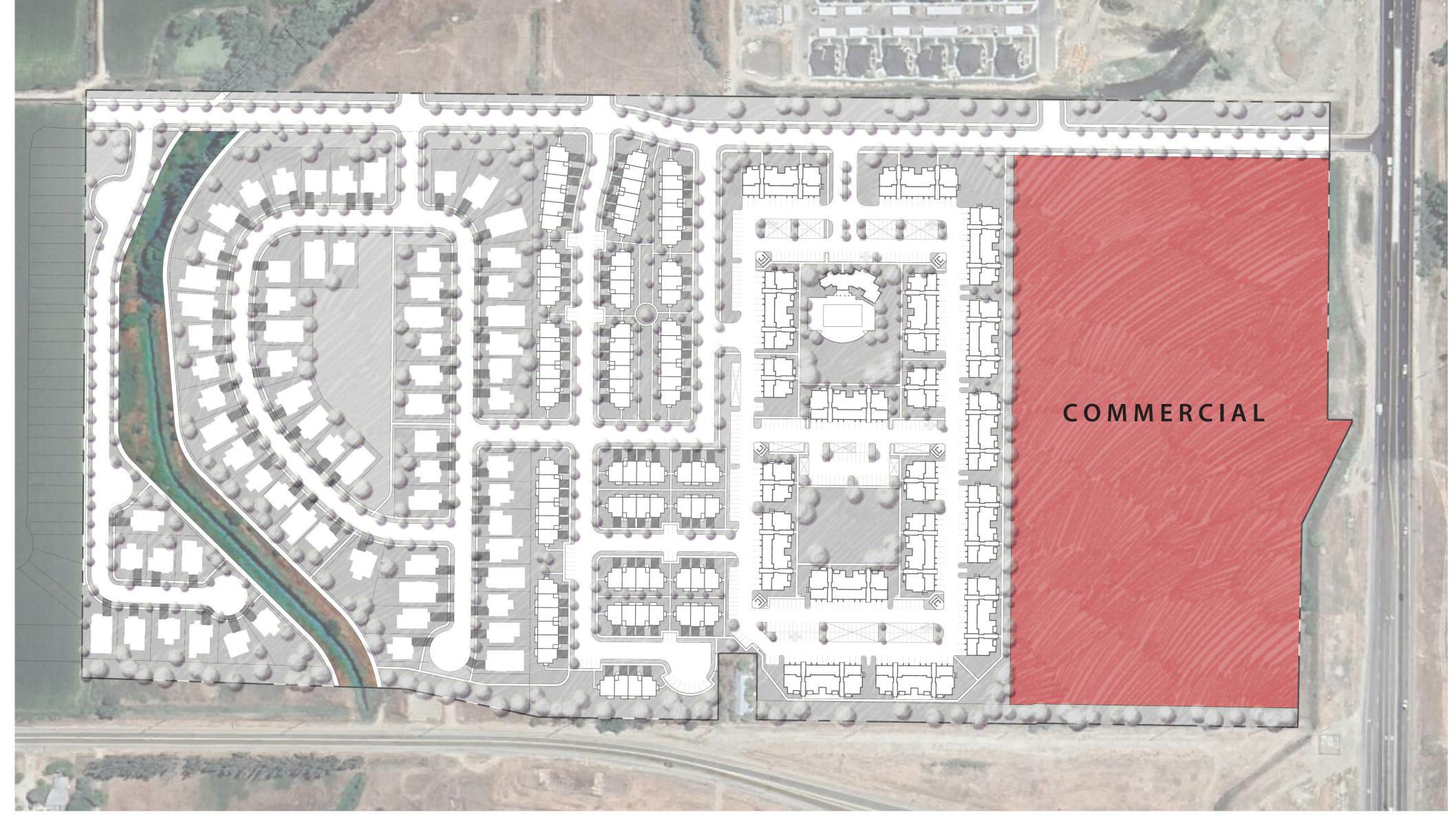














# SINGLE FAMILY ELEVATIONS









# TOWNHOME ELEVATIONS









APARTMENT ELEVATIONS







TALEGA VILLAGE home plan elevations exhibit



	46 - 46-16		
AREA: 26.3 ACRES	35.4%		36.0%
SINGLE FAMILY	9.3 ACRES	0.2 ACRES	9.5 ACRE
AREA: 10.7 ACRES	33.7%		42.1%
<b>TOWNHOMES</b>	3.6 ACRES	0.9 ACRES	4.5 ACRE
AREA: 20.4 ACRES	32.4%		44.4%
<u>APARTMENTS</u>	6.6 ACRES	2.5 ACRES	9.1 ACRE
	USABLE OS	UNUSABLE OS	TOTAL C

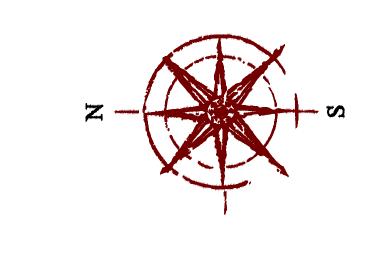
**TOTAL OS 19.5 ACRES 3.6 ACRES 23.1 ACRES** AREA: 57.4 ACRES 34.0% 40.2%

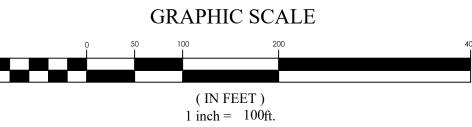
### **LEGEND**



USABLE OPEN SPACE









**USABLE OPEN SPACE: 9.3 ACRES** 

**TOTAL OPEN SPACE: 9.5 ACRES** 

**UNUSABLE OPEN SPACE: 0.2 ACRES** 

PHASE 3: SINGLE FAMILY

35.4% USABLE OPEN SPACE

36.0% TOTAL OPEN SPACE

**26.3 ACRES** 

PHASE 2: TOWNHOMES —

33.7% USABLE OPEN SPACE

USABLE OPEN SPACE: 3.6 ACRES

**TOTAL OPEN SPACE: 4.5 ACRES** 

**UNUSABLE OPEN SPACE: 0.9 ACRES** 

**42.1% TOTAL OPEN SPACE** 

10.7 ACRES

PHASE 1: APARTMENTS

32.4% USABLE OPEN SPACE

44.4% TOTAL OPEN SPACE

**20.4 ACRES** 

USABLE OPEN SPACE: 6.6 ACRES

**TOTAL OPEN SPACE: 9.1 ACRES** 

**UNUSABLE OPEN SPACE: 2.5 ACRES**