ORDINANCE NO. 446-2026
(MIKE JACKSON ANNEXATION)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO; MORE GENERALLY LOCATED AT 21577 BENT LANE IN STAR, IDAHO; THE PROPERTY IS OWNED BY MIKE A. AND COURTNEY JACKSON; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL (R-3-DA) WITH A DEVELOPMENT AGREEMENT OF APPROXIMATELY .93 ACRE; 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 Canyon 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 September 1, 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 Residential (R-3-DA) with a Development Agreement, 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 Canyon 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 (R-3-DA) with a Development Agreement, 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 (R-3-DA) with a Development Agreement 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 Canyon 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

EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

A parcel of land being Parcel A as shown on Record of Survey, Instrument No. 2025-032174, records of Canyon County, Idaho and further situated in the Northeast ¼ of the Northwest ¼ and the Northwest ¼ of the Northeast ¼ of Section 13, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho and being more particularly described as follows:

Commencing at a an aluminum cap marking the North 1/4 corner of said Section 13, which bears N89°59'16"W a distance of 1,347.52 feet from a 5/8-inch rebar marking the East 1/16 corner of said Section 13 and Section 12, thence following the Easterly line of the Northeast ¼ of the Northwest ¼ of said Section 13, S00°36'52"W a distance of 1,318.64 feet to a 5/8-inch rebar marking the Center-North 1/16 corner of said Section 13 and being the POINT OF BEGINNING.

Thence leaving said Easterly line and following the Southerly line of said Northeast ¼ of the Northwest ¼ (also being the Northerly line of Star River Ranch Subdivision No. 1, Book 48, Page 12, records of Canyon County, Idaho), N89°57'18"W a distance of 67.44 feet to a 5/8-inch rebar; Thence leaving said Southerly line, N00°21'30"E a distance of 422.14 feet to a 5/8-inch rebar on the Southerly right-of-way line of Bent Lane; Thence following said Southerly right-of-way line, S89°59'16"E a distance of 96.07 feet to a 5/8-inch rebar;
Thence leaving said Southerly right-of-way line, S00°18'21"W a distance of 422.19 feet to a 5/8-inch rebar on the Southerly line of said Northwest ¼ of the Northeast ¼ of Section 13 (also being the Northerly line of said Star River Ranch Subdivision No. 1);
Thence following said Southerly line, N89°57'18"W a distance of 29.02 feet to the POINT OF BEGINNING.

This map is furnished as an accommodation strictly for the purposes of generally locating the land. It does not represent a survey of the land or imply any representations as to the size, area, or any other facts related to the land shown heron.

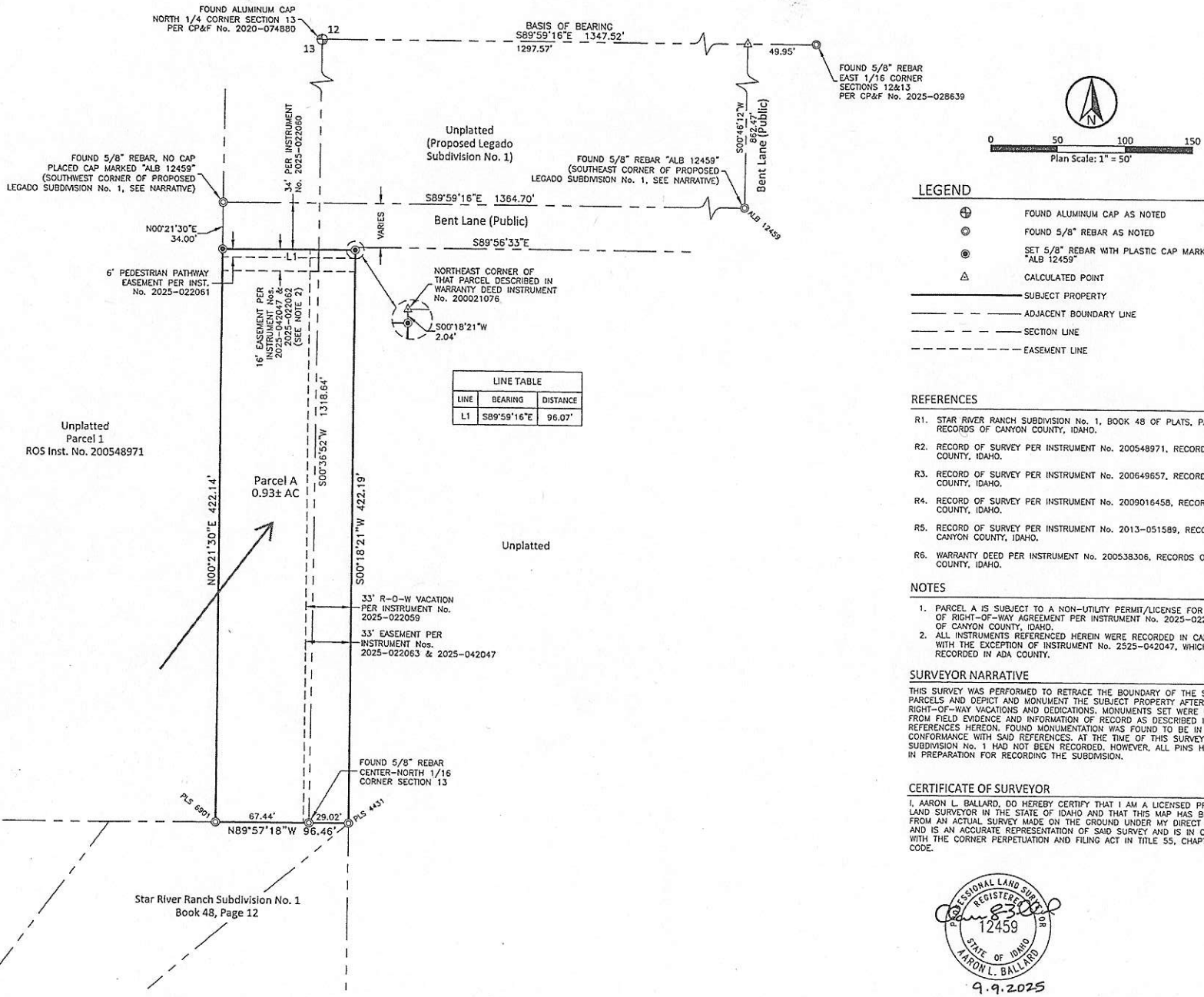
Record of Survey
For
Eric & Kristen Battey and Highway District No.4

A Portion of the Northeast 1/4 of the Northwest 1/4 and a portion of the Northwest 1/4 of the Northeast 1/4 of Section 13, Township 4 North, Range 2 West, B.M., Canyon County, Idaho
2025

RECORDER'S CERTIFICATE

2025-032174
RECORDED
09/09/2025 01:56 PM

RICK HOGABOAM
CANYON COUNTY RECORDER
Pgs=1 PBRIDGES $5.00
SURVEY
KM ENGINEERING



LINE TABLE		
LINE	BEARING	DISTANCE
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Plan Scale: 1" = 50'

LEGEND

- FOUND ALUMINUM CAP AS NOTED
- FOUND 5/8" REBAR AS NOTED
- SET 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
- CALCULATED POINT
- SUBJECT PROPERTY
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- SECTION LINE
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REFERENCES

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R4. RECORD OF SURVEY PER INSTRUMENT No. 2009016458, RECORDS OF CANYON COUNTY, IDAHO.

R5. RECORD OF SURVEY PER INSTRUMENT No. 2013-051589, RECORDS OF CANYON COUNTY, IDAHO.

R6. WARRANTY DEED PER INSTRUMENT No. 200538306, RECORDS OF CANYON COUNTY, IDAHO.

NOTES

1. PARCEL A IS SUBJECT TO A NON-UTILITY PERMIT/LICENSE FOR SPECIAL USE OF RIGHT-OF-WAY AGREEMENT PER INSTRUMENT No. 2025-022197, RECORDS OF CANYON COUNTY, IDAHO.
2. ALL INSTRUMENTS REFERENCED HEREIN WERE RECORDED IN CANYON COUNTY WITH THE EXCEPTION OF INSTRUMENT No. 2525-042047, WHICH WAS RECORDED IN ADA COUNTY.

SURVEYOR NARRATIVE

THIS SURVEY WAS PERFORMED TO RETRACE THE BOUNDARY OF THE SUBJECT PARCELS AND DEPICT AND MONUMENT THE SUBJECT PROPERTY AFTER THE RIGHT-OF-WAY VACATIONS AND DEDICATIONS. MONUMENTS SET WERE ESTABLISHED FROM FIELD EVIDENCE AND INFORMATION OF RECORD AS DESCRIBED IN THE REFERENCES HEREON. FOUND MONUMENTATION WAS FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH SAID REFERENCES. AT THE TIME OF THIS SURVEY LEGADO SUBDIVISION No. 1 HAD NOT BEEN RECORDED. HOWEVER, ALL PINS HAD BEEN SET IN PREPARATION FOR RECORDING THE SUBDIVISION.

CERTIFICATE OF SURVEYOR

I, AARON L. BALLARD, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND IS IN CONFORMITY WITH THE CORNER PERPETUATION AND FILING ACT IN TITLE 55, CHAPTER 16, IDAHO CODE.

PROFESSIONAL LAND SURVEYOR
REGISTERED
12459
STATE OF IDAHO
AARON L. BALLARD

9.9.2025

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

INDEX No. 424-13-4-1-0-00-00
INDEX No. 424-13-1-4-0-00-00

JOB NO. 25-032

SHEET 1 OF 1

DEVELOPMENT AGREEMENT
MIKE JACKSON 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 Mike A. Jackson, hereinafter referred to as "Owner".

WHEREAS, Owner owns a parcel of land of approximately .93 acres in size, currently located within Canyon County, zoned Agricultural (A) and more particularly described in **Exhibit A** of Ordinance 446-2026, which is attached hereto and incorporated by reference herein (the "Properties");

WHEREAS, Owner 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, Owner desires 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, Owner filed with the City of Star, a Request for Annexation of the Property and Zoning of Residential with a Development Agreement (R3-DA), as File No. AZ-26-31/DA-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 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 Parcel shown on **Exhibit A**, Owner is allowed to develop the .93 acres as follows:

- Zoning Classification: The zoning classifications shall be Residential with a Development Agreement (R-3-DA).
- The Owner 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.

2.3 Uses. The development is hereby approved for residential use**,** and as listed within the approved Findings of Fact, Conclusions of Law.

2.4 Additional Requirements/Considerations:

- **A lot split application and private street application shall be submitted for review and approval prior to issuance of a second residential dwelling building permit for the property.**
- **The applicant shall provide a minimum of 3,038 square feet of overall open space, including a minimum of 2,025 square feet of usable open space within the future development. If the property does not split and contains only one dwelling, the open space will not be required.**
- **The applicant shall provide a recorded public easement on the south side of the property for the future pathway along the Canyon Canal.**
- **The applicant shall comply with the Council approved conditions of approval that have been adopted as part of the findings of fact, conclusions of law, and this development agreement.**

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 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 record of survey for the lot-split and/or issuance of building permit. 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 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.

2.7 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. 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:	Mike A. & Courtney Jackson 1021 W. Carlton Ave Meridian, Idaho 83642

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

OWNER:

_____
Mike A Jackson

_____
Courtney Jackson

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2026, before me the undersigned, a Notary Public in and for said state, personally appeared Mike A. Jackson & Courtney Jackson, who subscribed their names to the foregoing instrument, and acknowledged to me that they 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: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

A parcel of land being Parcel A as shown on Record of Survey, Instrument No. 2025-032174, records of Canyon County, Idaho and further situated in the Northeast ¼ of the Northwest ¼ and the Northwest ¼ of the Northeast ¼ of Section 13, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho and being more particularly described as follows:

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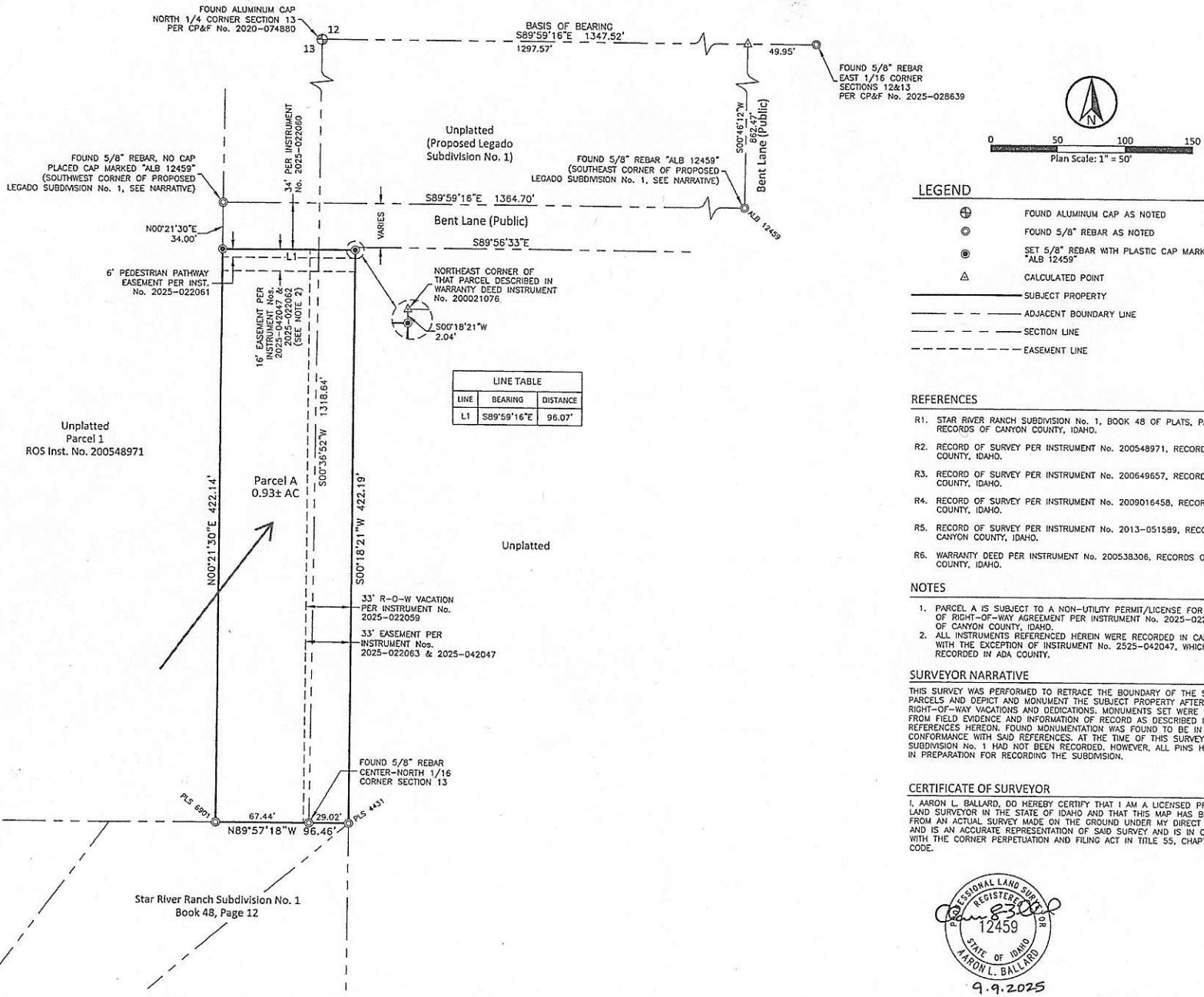
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CANYON COUNTY RECORDER
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SURVEY
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STATE OF IDAHO
AARON L. BALLARD

9.9.2025

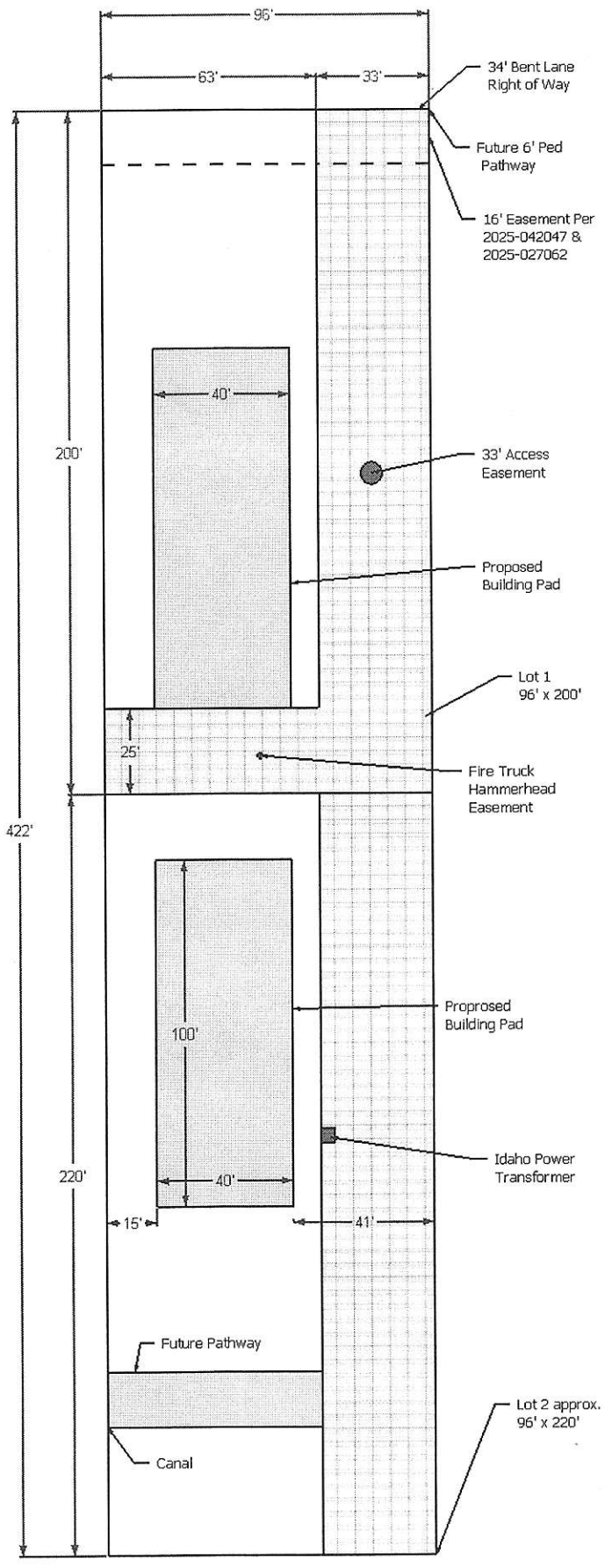
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JOB NO. 25-032

SHEET 1 OF 1

EXHIBIT B


96'
63'
33'
34' Bent Lane
Right of Way
Future 6' Ped
Pathway
16' Easement Per
2025-042047 &
2025-027062
40'
200'
33' Access
Easement
Proposed
Building Pad
Lot 1
96' x 200'
25'
Fire Truck
Hammerhead
Easement
422'
100'
Proprosed
Building Pad
Idaho Power
Transformer
220'
40'
15'
41'
Future Pathway
Lot 2 approx.
96' x 220'
Canal