

ORDINANCE NO. 349
(STARDUST RANCH SUBDIVISION REZONE)

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR; MORE SPECIFICALLY LOCATED AT W. FLOATING FEATHER ROAD, STAR, IDAHO (ADA COUNTY PARCEL S0407120610); REZONING THE PROPERTY FROM RESIDENTIAL (R-2) TO RESIDENTIAL (R-3-DA) WITH A DEVELOPOMENT AGREEMENT; THE PROPERTY IS OWNED BY LOFTHUS GROUP, LLC AND CONTAINS APPROXIMATELY 2.17 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. 303, adopted on March 3, 2020 and subsequently amended; and

WHEREAS, the real property described in Section 1 of this Ordinance is classified as a Residential District (R-2) under the Unified Development Code of the City, and the owner has requested that the zoning classification be changed to a Residential District with a Development Agreement (R-3-DA); and

WHEREAS, the Mayor and Council, held a public hearing on October 5, 2021, and determined that the requested change in zoning classification should be granted.

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”, 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 may be published.

DATED this ____ day of _____, 2021.

CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk



EXHIBIT A

Client: Blaine A Womer
Date: May 12, 2021
Job No.: 3921
RE: Floating Feather

BOUNDARY DESCRIPTION

A parcel of land being a portion of the NW 1/4 NE 1/4 of Section 7, Township 4 North, Range 1 West, Boise Meridian, Star, Ada County Idaho, more particularly described as follows:

BEGINNING at a found 5/8 inch diameter iron pin with no cap marking the Northeast corner of said NW 1/4 NE 1/4, (East 1/16 corner common to Sections 6 and 7), from which a found illegible aluminum cap marking the Northwest said corner of said NW 1/4 NE 1/4, (North 1/4 corner) bears N. 88° 34' 51" W., a distance of 1320.30 feet;

Thence along the Easterly boundary of said NW 1/4 NE 1/4, S. 00° 32' 21" W., a distance of 275.31 feet to the Northeast corner of Clearlake Subdivision No. 1 as on file in Book 107 of Plats at Page 14908 through 14912 in the Office of the Recorder of Ada County, Idaho;

Thence along the Northerly boundary of said Clearlake Subdivision No. 1 the following courses and distances:

Thence N. 81° 25' 04" W., a distance of 74.56 feet, (formerly 74.45 feet), to a found 5/8 inch diameter iron pin with cap stamped "PLS 14223";

Thence N. 69° 24' 51" W., a distance of 172.88 feet, (formerly 172.93 feet), to a found 5/8 inch diameter iron pin with no cap;

Thence N. 64° 16' 34" W., a distance of 204.08 feet, (formerly 204.12 feet), to a found 5/8 inch diameter iron pin with no cap;

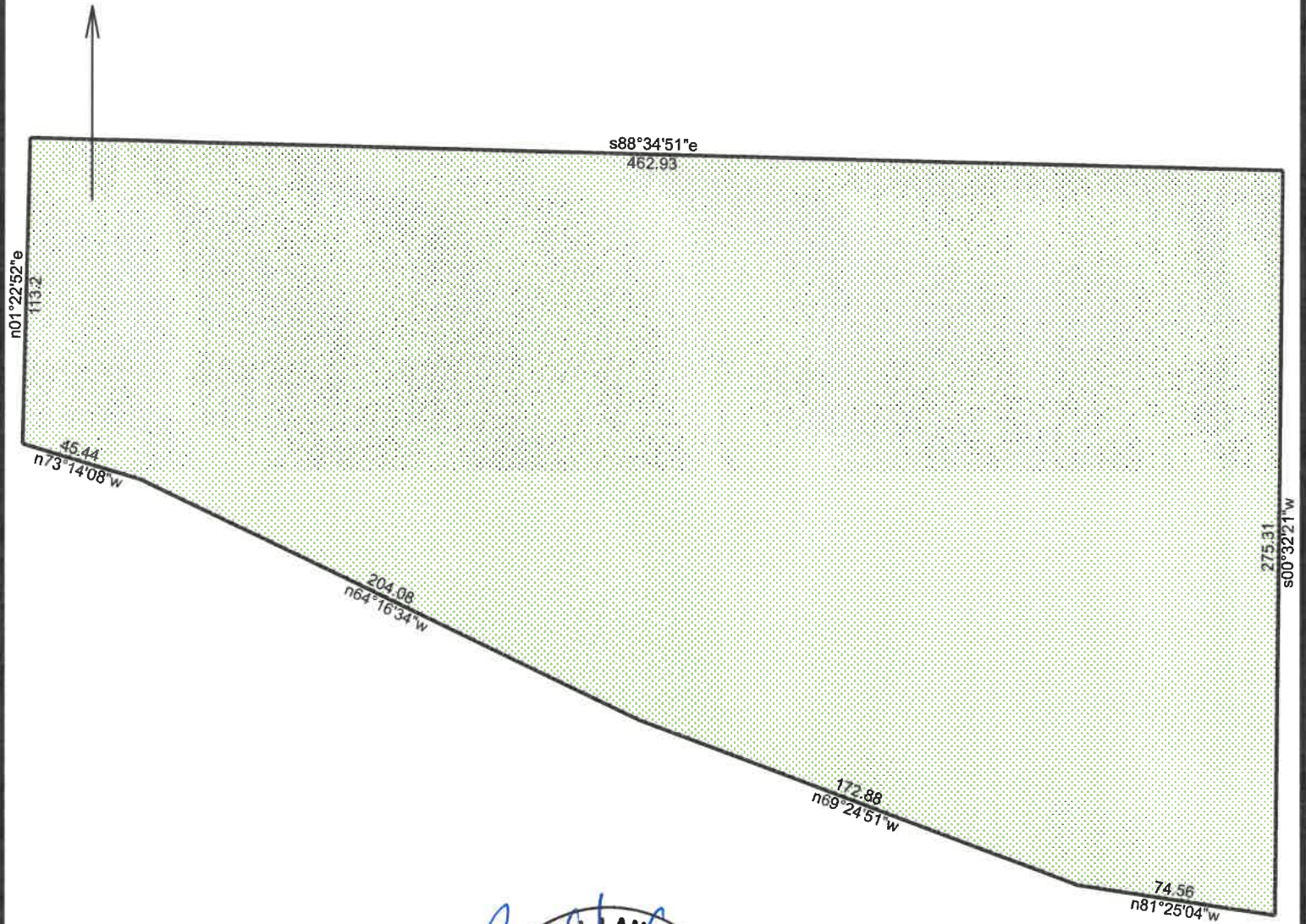
Thence N. 73° 14' 08" W., a distance of 45.44 feet;

Thence N. 01° 22' 52" E., a distance of 113.20 feet to a found 5/8 inch diameter iron pin with illegible cap marking the Northerly boundary of said NW 1/4 NE 1/4;

Thence leaving the northerly boundary of said Clearlake Subdivision No. 1 and along the Northerly boundary of said NW 1/4 NE 1/4, S. 88° 34' 51" E., a distance of 462.93 feet, (formerly 462.82 feet), to the POINT OF BEGINNING.

This parcel contains 2.17 acres or 94,568 square feet more or less.





3921 Boundary Closure

5/13/2021

Scale: 1 inch= 60 feet

File:

Tract 1: 2.1710 Acres (94568 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/316071), Perimeter=1348 ft.

01 s00.3221w 275.31
02 n81.2504w 74.56
03 n69.2451w 172.88
04 n64.1634w 204.08
05 n73.1408w 45.44
06 n01.2252e 113.2

07 s88.3451e 462.93

DEVELOPMENT AGREEMENT STARDUST RANCH 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 Lofthus Group, LLC, hereinafter referred to as "Owner".

WHEREAS, Owner owns parcels of land of approximately 2.17 acres in size, currently located within Ada County, zoned R-2 and more particularly described in **Exhibit A** of Ordinance 349, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner has requested that the Property be rezoned in the City 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 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 in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designations for various parcels within the Property to be rezoned in accordance with this Agreement;

WHEREAS, Developer filed with the City of Star, a Request to Rezone the Property to R-3-DA, as File No. RZ-21-05/DA-21-17, so that the City can review all of 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 2.17 acres as follows:

- Zoning Classification: The zoning classification shall be a 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 Preliminary Plat, as set forth in **Exhibit B**, is hereby approved.

2.3 Uses. The development is hereby approved for a maximum of 5 single-family residential lots.

2.4 Setbacks. The development shall follow the setbacks required in the R-3 zoning district.

2.5 Additional Requirements:

- Work with neighboring property owner to the east on fencing solutions on the eastern property boundary.
- If amenity is a tot-lot, provide safety fencing adjacent to Floating Feather Road.
- Lighting within the subdivision shall not directly shine beyond property lines.

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 \$8,318.00 traffic mitigation fee determined, or revised, by the Idaho Transportation Department as follows: the Developer will pay the City \$1,663.60 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 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.

2.8 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. 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 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 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 neuter 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(s): Lofthus Group, LLC
1675 S. Blacksmith Place
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 7th day of December, 2021.

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

OWNER:

Lofthus Group, LLC, a Idaho limited
liability company

By: _____
Gerri Kelley
Member

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for said state, personally appeared Gerri Kelley, known or identified to me to be the person who subscribed their name to the foregoing instrument, and acknowledged to me that they executed the same.

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

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

EXHIBIT B



- ### LEGEND

SEWER	_____	S	_____	S	_____
WATER	_____	W	_____	W	_____
PRESSURE IRRIGATION	_____	PI	_____	PI	_____
GRAVITY IRRIGATION	_____	GI	_____	GI	_____
STORM DRAIN	_____	SD	_____	SD	_____
SECTION LINE	_____		_____		_____
BUILDING SET BACK	_____		_____		_____
CENTER LINE	_____		_____		_____
EASEMENT	_____		_____		_____
OVERHEAD POWER	_____	OHP	_____	OHP	_____
FIBER OPTICS	_____	FO	_____	FO	_____
EDGE OF PAVEMENT	_____	EP	_____	EP	_____
CABLE	_____	C	_____	C	_____
GAS	_____	G	_____	G	_____
EDGE OF ROAD	_____	RD	_____	RD	_____
POWER	_____	P	_____	P	_____
JOINT TRENCH	_____	JT	_____	JT	_____
SEWER MANHOLE					
STREET LIGHT					

ANNEXATION:	NOT REQUIRED
EXISTING ZONING:	R-2
PROPOSED ZONING:	R-3
TOTAL LOTS:	8
BUILDABLE LOTS:	5
TOTAL AREA:	2.17 AC
RIGHT OF WAY AREA:	0.41 AC
MINIMUM LOT SIZE:	8,054 SF
DENSITY LOTS PER ACRE:	2.30/AC
AVERAGE BUILDABLE LOT AREA:	10,310 SF
REQUIRED OPEN SPACE:	14,185 SF (15.0%)
OPEN SPACE SHOWN:	14,554 SF (15.4%)
REQUIRED USABLE OPEN SPACE:	9,457 SF (10.0%)
USABLE OPEN SPACE SHOWN:	14,554 SF (15.4%)

ENGINEER/PLANNER

SURVEYOR

DEVELOPER/APPLICANT

LANDSCAPE ARCHITECT

TYPICAL PRIVATE STREET SECTION
-NTS-



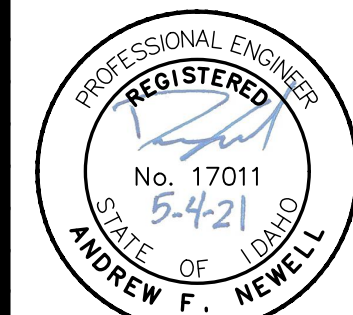
DRAWING STATUS:
PRELIMINARY PLAT

MARK	BY	DATE
ENGINEER		

REVISIONS

APPR.	DATE
COUNTY	

SEAL-ENGINEER



BLAINE A. WOMER
CIVIL ENGINEERING

Boise, ID 83706, 4355 W. Emerald Street, Suite 145 • 1-208-593-7444

- PLANNING
- SURVEYING
- CIVIL
ENGINEERING
- PUBLIC WORKS

BENCHMARK:

TBM #1
CONTROL POINT, 5/8 INCH IRON PIN
E: 18680.19
N: 10033.01
ELEV: 2466.14'

NAVD 88 DATUM

SCALE: H_1 V_1

CITY OF STAR, ID
STARDUST RANCH SUBDIVISION
PRELIMINARY PLAT

SHEET NO.

PP-1

FILE NO.

1821001

