

**SECOND AMENDMENT TO  
AMAZON FALLS MIXED USE DEVELOPMENT AGREEMENT**

This Second Amendment to the Development Agreement (this “First Amendment”) is entered into as of the date set forth below by and between the City of Star, a municipal corporation in the State of Idaho (“City”), and AF Investments LLC, collectively referred to herein as the “Owner”.

WHEREAS, the City and Owners previously entered into that certain Development Agreement dated effective February 19, 2019 (the “Development Agreement”) relating to the development of certain real property located in Ada County, Idaho, as more particularly described in the Development Agreement (the “Property”). The Development Agreement was subsequently recorded with Ordinance No. 282 on March 13, 2019 as Instrument No. 2019-019590; and

WHEREAS, the City and Owners previously entered into a First Amendment to that certain Development Agreement dated effective November 16, 2020 (the “Development Agreement”) relating to the development of certain real property located in Ada County, Idaho, as more particularly described in the Development Agreement (the “Property”). The Development Agreement was subsequently recorded with on \_\_\_\_\_ as Instrument No. \_\_\_\_\_; and

WHEREAS, Owners desire to modify the Development Agreement and the First Amendment to the terms and conditions of the Development Agreement and this Second Amendment; and

WHEREAS, the City has the ability to modify the Development Agreement pursuant to the provisions of Idaho Code Section 67-6509, as required by the Star City Ordinances, Title 8, Chapter 1; and

WHEREAS, the City believes it to be in the best interest of the City to modify the Development Agreement on terms and conditions further set forth herein.

NOW, therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

**1. Section 2. Development and Uses.** Section 2.3 of the Development Agreement Permitted Uses is amended to state the following:

The City allows those uses as designated as “P” in the applicable zone as described in the Star City Code Title 8 Unified Development Code. The City hereby approves the following uses as principally permitted, subject to a Zoning Certificate Approval: Bar/tavern/lounge/drinking establishment, Brewery/Distillery, Brew pub/Wine Tasting, Flex Space, Personal and Professional Services, Professional Offices, Research Activities, Retail Store/Retail Services, Shooting Range (Indoor), Wholesale Sales. All other uses listed in the M-U Zoning District as “C” shall receive approval of a Conditional Use Permit from Council.

**2. Second Amendment Controls.** All terms set forth in the Development Agreement and First Amendment shall remain unchanged and in full force and effect, except as amended by this First Amendment; and in the event of any conflict between the terms and conditions of this First Amendment and the Development Agreement, this First Amendment shall control.

*[end of text – signatures on following page]*

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

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Trevor A. Chadwick, Mayor

ATTEST:

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Jacob M. Qualls, City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
By: John Browning  
Owner

Applicant

CERTIFICATE:

CERTIFICATE:

State of Idaho  
County of Ada

State of Idaho  
County of Ada

Subscribed and sworn to (affirmed)  
before me this \_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ by \_\_\_\_\_.

Subscribed and sworn to (affirmed)  
before me this \_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_