

ORDINANCE NO. 373-2022
(THE QUARRY AT RIVER PARK SUBDIVISION ANNEXATION)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 21339 BLESSINGER ROAD, CANYON COUNTY PARCELS R3404900000, IN STAR, IDAHO AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTIES ARE OWNED BY H5 LAND HOLDINGS 6 LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-2-DA), AND COMMERCIAL WITH A DEVELOPMENT AGREEMENT (C-1-DA) OF APPROXIMATELY 185.93 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 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 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 October 4, 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-2-DA), and Commercial with a Development Agreement (C-1-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”, 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 with a Development Agreement (R-2-DA), and Commercial with a Development Agreement (C-1-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-2-DA) and Commercial with a Development Agreement (C-2-DA) land use classifications.

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 _____, 2022.

CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

EXHIBIT A



IDAHO
SURVEY
GROUP

9955 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570

21339 Blessinger Rd.
City of Star Annexation Description
Project Number 22-111 May 11, 2022

A parcel of land originally described in Warranty Deed 2021-028128, records of Canyon County, Idaho, being situated in the south half of Section 11, the north half of Section 14, and the north half of the southeast quarter of Section 14, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and being more particularly described as follows:

BEGINNING at the northeast corner of Leighton Ranch Subdivision (Book 53 of Plats at Pages 9 through 13, records of Canyon County, Idaho) and the center quarter-section of Section 14, which bears N89°16'27"W, 2643.49 feet from the east quarter-section corner of Section 14,:

Thence N89°48'14"W, 203.00 feet along the south line of the North Half of Section 14 and the boundary of Leighton Ranch Subdivision to the southeast corner of Leighton Lake Estates Subdivision (Book 49 of Plats at Pages 38 through 43, records of Canyon County, Idaho);

Thence N01°05'50"E, 2640.91 feet along the boundary of Leighton Lake Estates Subdivision;

Thence N01°05'21"E, 1674.01 feet along the boundary of Leighton Lake Estates Subdivision;

Thence N39°09'03"W, 179.60 feet along the boundary of Leighton Lake Estates Subdivision to the corner between Parcels A & B as depicted on Record of Survey 2019-052923, records of Canyon County;

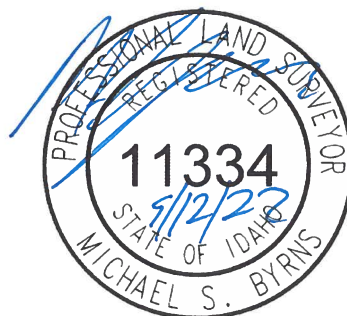
Thence continuing N39°09'03"W, 59.56 feet along the boundary of Parcel A;

Thence N02°21'44"W, 100.79 feet along the boundary of Parcel A;

Thence N42°49'19"W, 44.45 feet along the boundary of Parcel A;

Thence N03°43'24"W, 410.18 feet along the boundary of Parcel A to the boundary of the lands of Star West Gravel, LLC as described in that Warranty Deed recorded under Instrument No. 9827666, records of Canyon County;

Thence S78°48'15"E, 931.76 feet along the boundary of the lands of Star West Gravel, LLC;





Thence S00°53'35"W, 278.65 feet along the boundary of the lands of Star West Gravel, LLC;

Thence S67°41'22"E, 169.53 feet along the boundary of the lands of Star West Gravel, LLC;

Thence S00°53'11"W, 1890.15 feet along the boundary of the lands of Star West Gravel, LLC to the north line of Section 14;

Thence S89°12'01"E, 1081.41 feet along the north line of Section 14 to the boundary of the lands of For Our Four Partners, LP as described in that Warranty Deed recorded under Instrument No. 2014-004238, records of Canyon County;

Thence S00°32'10"W, 2639.50 feet along the boundary of the lands of For Our Four Partners, LP to the south line of the north half of Section 14;

Thence S00°56'23"W, 246.99 feet along the boundary of the lands of For Our Four Partners, LP to the southwest corner of the lands of For Our Four Partners, LP;

Thence N88°35'17"W, 13.43 feet to the boundary of the lands of Low as described in that Warranty Deeds recorded under Instrument No.s 9629929 and 9629930, records of Canyon County;

Thence S00°55'33"W, 240.82 feet along the boundaries of the lands of Low;

Thence S65°06'08"W, 545.73 feet along the boundary of the lands of Low;

Thence N89°27'59"W, 326.93 feet along the boundary of the lands of Low;

Thence N03°39'40"E, 343.40 feet along the boundary of the lands of Low;

Thence S88°18'45"W, 294.42 feet along the boundary of the lands of Low to the boundary of Parcels 1 and 2 as described in that Grant Deed recorded under Instrument No. 2016-018248, records of Canyon County;

Thence S00°51'35"W, 199.57 feet along the boundary of Parcels 1 and 2 to the northeasterly corner of Leighton Ranch Subdivision;

Thence N74°18'49"W, 89.48 feet along the boundary of Leighton Ranch Subdivision;

Thence N70°38'51"W, 358.63 feet along the boundary of Leighton Ranch Subdivision;

Thence N09°23'34"W, 41.29 feet along the boundary of Leighton Ranch Subdivision;

Thence N89°22'24"W, 145.81 feet along the boundary of





IDAHO
SURVEY
GROUP

9955 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570

Leighton Ranch Subdivision;

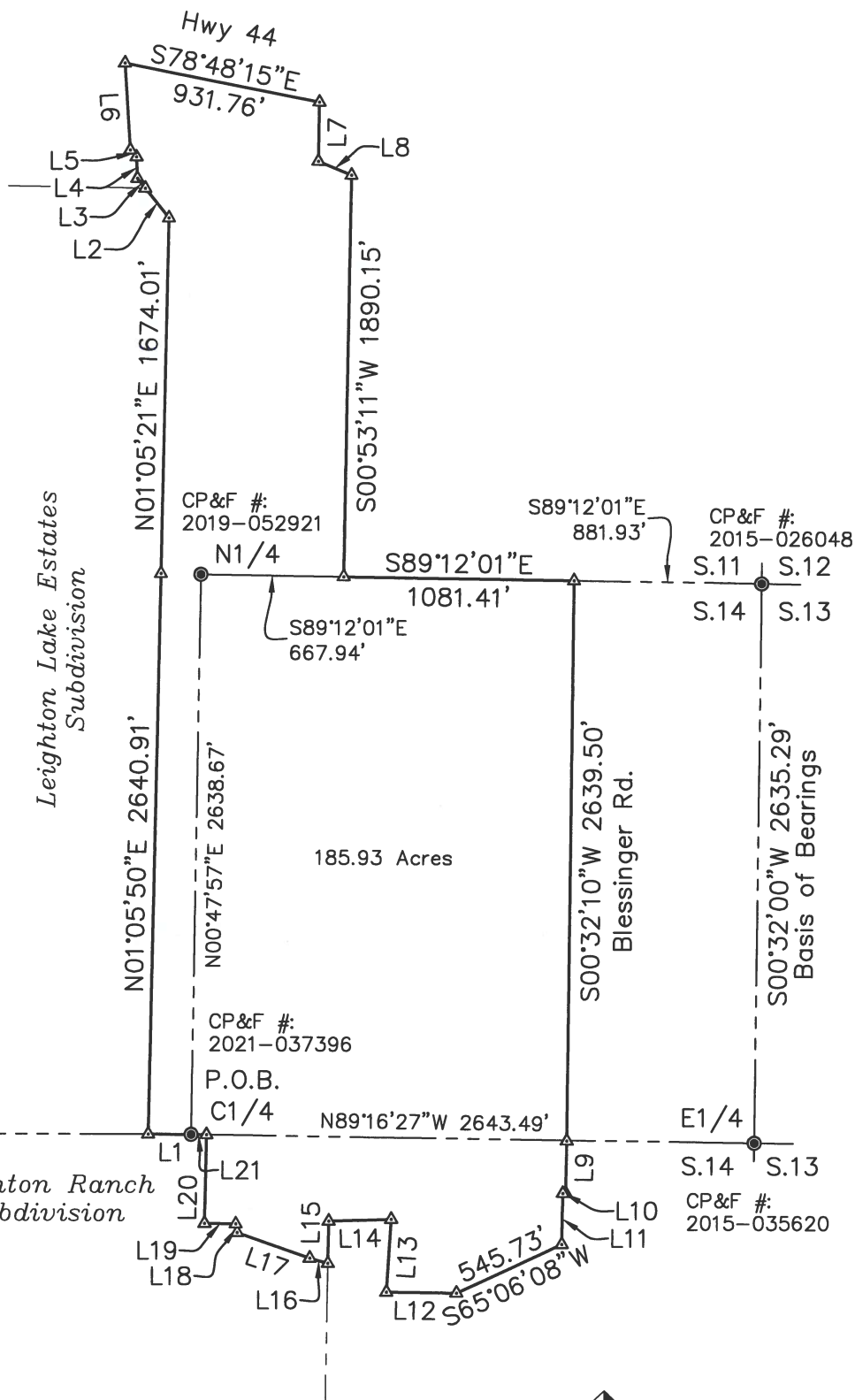
Thence N00°55'52"E, 418.21 feet along the boundary of Leighton Ranch Subdivision to the south line of the north half of Section 14;

Thence N88°48'22"W, 72.38 feet along the boundary of Leighton Ranch Subdivision and the south line of the north half of Section 14 to the POINT OF BEGINNING.

The above-described parcel contains 185.93 acres, more or less.

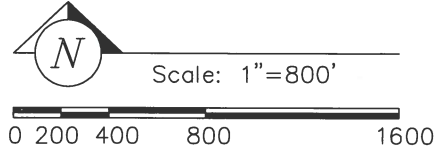


Line Table		
Line	Bearing	Length
L1	N89°48'14"W	203.00'
L2	N39°09'03"W	179.60'
L3	N39°09'03"W	59.56'
L4	N02°21'44"W	100.79'
L5	N42°49'19"W	44.45'
L6	N03°43'24"W	410.18'
L7	S00°53'35"W	278.65'
L8	S67°41'22"E	169.53'
L9	S00°56'23"W	246.99'
L10	N88°35'17"W	13.43'
L11	S00°55'33"W	240.82'
L12	N89°27'59"W	326.93'
L13	N03°39'40"E	343.40'
L14	S88°18'45"W	294.42'
L15	S00°51'35"W	199.57'
L16	N74°18'49"W	89.48'
L17	N70°38'51"W	358.63'
L18	N09°23'34"W	41.29'
L19	N89°22'24"W	145.81'
L20	N00°55'52"E	418.21'
L21	N88°48'22"W	72.38'



Legend

- ▲ Property Corner
- Section Corner
- Property Boundary Line
- - - Section Line
- - - - - Adjacent Subdivision Boundary Line



P:\21339 Blessinger Rd Canyon 22-111\dwg\22-111 Exhibit_Annexation.dwg 5/12/2022 10:30:12 AM

ISG IDAHO SURVEY GROUP, LLC
 9955 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 846-8570

Exhibit _____ Drawing for 21339 Blessinger Rd. City of Star Annexation	Job No. 22-111
	Sheet No. 1
Situated in the South Half of Section 11, the North Half of Section 14, and the North Half of the Southeast Quarter of Section 14, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho.	
Dwg. Date 5/12/2022	



**21339 Blessinger Rd.
City of Star R-2-DA
Boundary Description**

Project Number 22-111 August 16, 2022

A parcel of land situated in Sections 11 and 14, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and being more particularly described as follows:

BEGINNING at the northeast corner of Leighton Ranch Subdivision (Book 53 of Plats at Page 9, Records of Canyon County, Idaho) and the center quarter-section corner of Section 14, which bears N89°16'27"W, 2643.49 feet from the east quarter-section corner of Section 14;

Thence N89°48'14"W, 203.00 feet along the south line of the north half of Section 14 and the boundary of Leighton Ranch Subdivision to the southeast corner of Leighton Lake Estates Subdivision (Book 49 of Plats at Page 38, records of Canyon County, Idaho);

Thence N01°05'50"E, 2640.91 feet along the boundary of Leighton Lake Estates Subdivision;

Thence N01°05'21"E, 1674.01 feet along the boundary of Leighton Lake Estates Subdivision;

Thence N39°09'03"W, 179.60 feet along the boundary of Leighton Lake Estates Subdivision to the corner between Parcels A & B (Record of Survey 2019-052923, records of Canyon County, Idaho);

Thence continuing N39°09'03"W, 59.56 feet along the boundary of Parcel A;

Thence N02°21'44"W, 100.79 feet along the boundary of Parcel A;

Thence N42°49'19"W, 44.45 feet along the boundary of Parcel A;

Thence N03°43'24"W, 410.18 feet along the boundary of Parcel A to the boundary of the lands of Star West Gravel, LLC (Warranty Deed 9827666, records of Canyon County, Idaho);

Thence S78°48'15"E, 41.79 feet along the boundary of the lands of Star West Gravel, LLC;

Thence S03°40'42"E, 348.09 feet;

Thence N86°19'18"E, 81.22 feet;





City of Star R-3 Zone continued...

Thence 74.87 feet on a curve to the right, having a radius of 132.00 feet, a central angle of 32°29'52", a chord bearing of S77°25'46"E, and a chord length of 73.87 feet;

Thence 92.12 feet on a reverse curve to the left, having a radius of 318.00 feet, a central angle of 16°35'50", a chord bearing of S69°28'45"E, and a chord length of 91.80 feet;

Thence S77°46'40"E, 781.15 feet to the boundary of the lands of Star West Gravel, LLC;

Thence S00°53'11"W, 1850.13 feet along the boundary of the lands of Star West Gravel, LLC to the north line of Section 14;

Thence S89°12'01"E, 1081.41 feet along the north line of Section 14 to the boundary of the lands of For Our Four Partners, LP (Warranty Deed 2014-004238, records of Canyon County, Idaho);

Thence S00°32'10"W, 2639.50 feet along the boundary of the lands of For Our Four Partners, LP;

Thence S00°56'23"W, 246.99 feet along the boundary of the lands of For Our Four Partners, LP to the southwest corner of the lands of For Our Four Partners, LP;

Thence N88°35'17"W, 13.43 feet to the boundary of the lands of Low (Warranty Deeds 9629929 and 9629930, records of Canyon County, Idaho);

Thence S00°55'33"W, 240.82 feet along the boundaries of the lands of Low;

Thence S65°06'08"W, 545.73 feet along the boundary of the lands of Low;

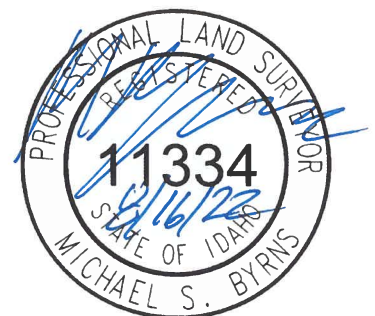
Thence N89°27'59"W, 326.93 feet along the boundary of the lands of Low;

Thence N03°39'40"E, 343.40 feet along the boundary of the lands of Low;

Thence S88°18'45"W, 294.42 feet along the boundary of the lands of Low to the boundary of Parcels 1 and 2 (Grant Deed 2016-018248, records of Canyon County, Idaho);

Thence S00°51'35"W, 199.57 feet along the boundary of Parcels 1 and 2 to the northeasterly corner of Leighton Ranch Subdivision;

Thence N74°18'49"W, 89.48 feet along the boundary of Leighton Ranch Subdivision;





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City of Star R-3 Zone continued...

Thence N70°38'51"W, 358.63 feet along the boundary of Leighton Ranch
Subdivision;

Thence N09°23'34"W, 41.29 feet along the boundary of Leighton Ranch
Subdivision;

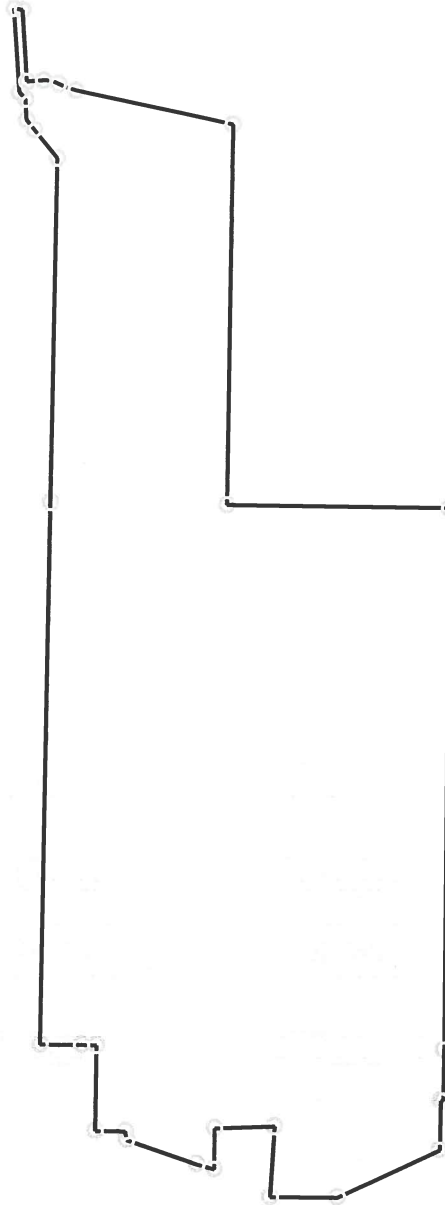
Thence N89°22'24"W, 145.81 feet along the boundary of Leighton Ranch
Subdivision;

Thence N00°55'52"E, 418.21 feet along the boundary of Leighton Ranch
Subdivision to the south line of the north half of Section 14;

Thence N88°48'22"W, 72.38 feet along the boundary of Leighton Ranch
Subdivision and the south line of the north half of Section 14 to the POINT OF
BEGINNING.

The above-described parcel contains 179.02 acres, more or less.





21339 Blessinger Rd. City of Star R-3 Zone Closure

8/16/2022

Scale: 1 inch= 900 feet

File:

Tract 1: 179.0221 Acres, Closure: s21.4707e 0.01 ft. (1/999999), Perimeter=15640 ft.

- | | |
|--|---------------------|
| 01 n89.4814w 203 | 20 s00.5533w 240.82 |
| 02 n01.0550e 2640.91 | 21 s65.0608w 545.73 |
| 03 n01.0521e 1674.01 | 22 n89.2759w 326.93 |
| 04 n39.0903w 179.6 | 23 n03.3940e 343.4 |
| 05 n39.0903w 59.56 | 24 s88.1845w 294.42 |
| 06 n02.2144w 100.79 | 25 s00.5135w 199.57 |
| 07 n42.4919w 44.45 | 26 n74.1849w 89.48 |
| 08 n03.4324w 410.18 | 27 n70.3851w 358.63 |
| 09 s78.4815e 41.79 | 28 n09.2334w 41.29 |
| 10 s03.4042e 348.09 | 29 n89.2224w 145.81 |
| 11 n86.1918e 81.22 | 30 n00.5552e 418.21 |
| 12 Rt, r=132.00, delta=032.2952, chord=s77.2546e 73.87 | 31 n88.4822w 72.38 |
| 13 Lt, r=318.00, delta=016.3550, chord=s69.2845e 91.80 | |
| 14 s77.4640e 781.15 | |
| 15 s00.5311w 1850.13 | |
| 16 s89.1201e 1081.41 | |
| 17 s00.3210w 2639.5 | |
| 18 s00.5623w 246.99 | |
| 19 n88.3517w 13.43 | |





**21339 Blessinger Rd.
City of Star C-2-DA
Boundary Description**

Project Number 22-111 August 16, 2022

A parcel of land situated in the south half of Section 11, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and being more particularly described as follows:

Commencing at the northeast corner of Leighton Ranch Subdivision (Book 53 of Plats at Page 9, Records of Canyon County, Idaho) and the center quarter-section corner of Section 14, which bears N89°16'27"W, 2643.49 feet from the east quarter-section corner of Section 14;

Thence N89°48'14"W, 203.00 feet along the south line of the north half of Section 14 and the boundary of Leighton Ranch Subdivision to the southeast corner of Leighton Lake Estates Subdivision (Book 49 of Plats at Page 38, records of Canyon County, Idaho);

Thence N01°05'50"E, 2640.91 feet along the boundary of Leighton Lake Estates Subdivision;

Thence N01°05'21"E, 1674.01 feet along the boundary of Leighton Lake Estates Subdivision;

Thence N39°09'03"W, 179.60 feet along the boundary of Leighton Lake Estates Subdivision to the corner between Parcels A & B (Record of Survey 2019-052923, records of Canyon County, Idaho);

Thence continuing N39°09'03"W, 59.56 feet along the boundary of Parcel A;

Thence N02°21'44"W, 100.79 feet along the boundary of Parcel A;

Thence N42°49'19"W, 44.45 feet along the boundary of Parcel A;

Thence N03°43'24"W, 410.18 feet along the boundary of Parcel A to the boundary of the lands of Star West Gravel, LLC (Warranty Deed 9827666, records of Canyon County, Idaho);

Thence S78°48'15"E, 41.79 feet along the boundary of the lands of Star West Gravel, LLC to the POINT OF BEGINNING:

Thence continuing S78°48'15"E, 889.97 feet along the boundary of the lands of Star West Gravel, LLC;

Thence S00°53'35"W, 278.65 feet along the boundary of the lands of Star West Gravel, LLC;

Thence S67°41'22"E, 169.53 feet along the boundary of the lands of Star West Gravel, LLC;





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Boise, ID 83704

Phone: (208) 846-8570
Fax: (208) 884-5399

City of Star MU Zone continued...

Thence S00°53'11"W, 40.02 feet along the boundary of the lands of Star West Gravel, LLC;

Thence N77°46'40"W, 781.15 feet;

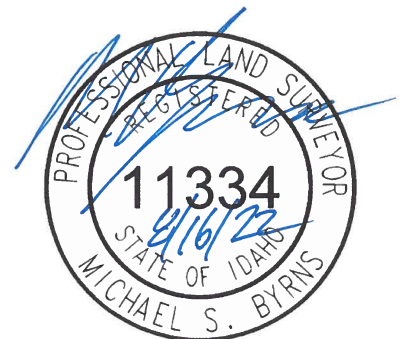
Thence 92.12 feet on a curve to the right, having a radius of 318.00 feet, a central angle of 16°35'50", a chord bearing of N69°28'45"W, and a chord length of 91.80 feet;

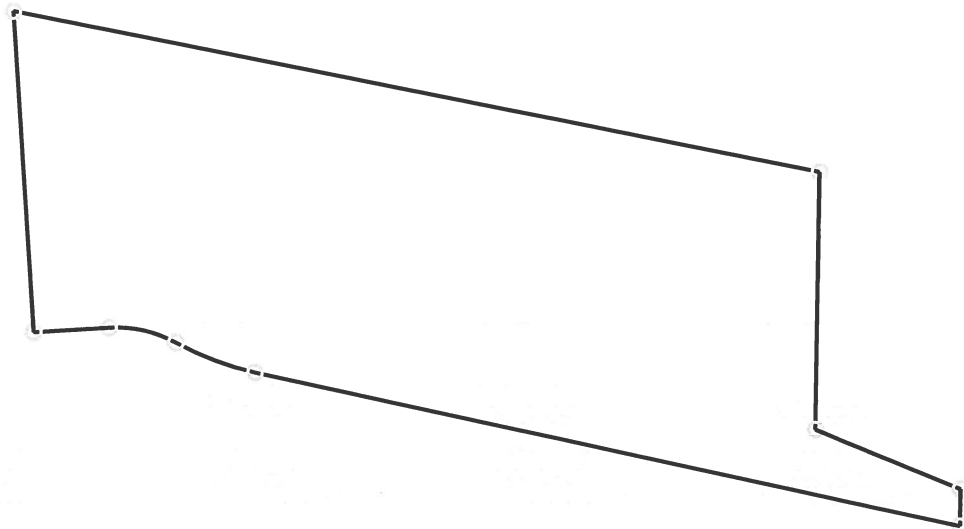
Thence 74.87 feet on a reverse curve to the left, having a radius of 132.00 feet, a central angle of 32°29'52", a chord bearing of N77°25'46"W, and a chord length of 73.87 feet;

Thence S86°19'18"W, 81.22 feet;

Thence N03°40'42"W, 348.09 feet to the POINT OF BEGINNING.

The above-described parcel contains 6.91 acres, more or less.





21339 Blessinger Rd. City of Star MU Zone Closure

8/16/2022

Scale: 1 inch= 200 feet

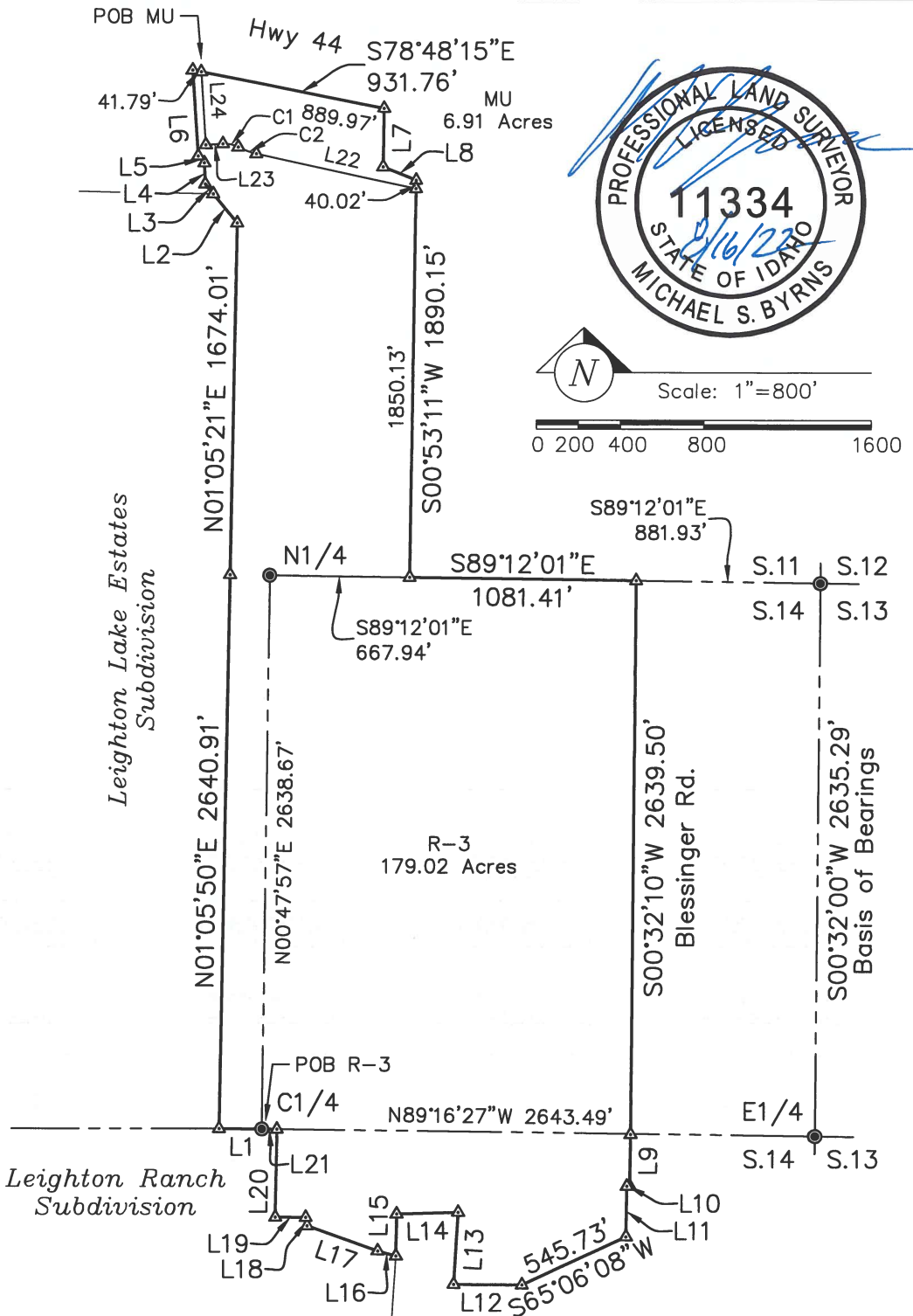
File:

Tract 1: 6.9054 Acres (300799 Sq. Feet), Closure: s81.0240w 0.01 ft. (1/232703), Perimeter=2756 ft.

01 s78.4815e 889.97
 02 s00.5335w 278.65
 03 s67.4122e 169.53
 04 s00.5311w 40.02
 05 n77.4640w 781.15
 06 Rt, r=318.00, delta=016.3550, chord=n69.2845w 91.80
 07 Lt, r=132.00, delta=032.2952, chord=n77.2546w 73.87

08 s86.1918w 81.22
 09 n03.4042w 348.09

Line Table		
Line	Bearing	Length
L1	N89°48'14"W	203.00'
L2	N39°09'03"W	179.60'
L3	N39°09'03"W	59.56'
L4	N02°21'44"W	100.79'
L5	N42°49'19"W	44.45'
L6	N03°43'24"W	410.18'
L7	S00°53'35"W	278.65'
L8	S67°41'22"E	169.53'
L9	S00°56'23"W	246.99'
L10	N88°35'17"W	13.43'
L11	S00°55'33"W	240.82'
L12	N89°27'59"W	326.93'
L13	N03°39'40"E	343.40'
L14	S88°18'45"W	294.42'
L15	S00°51'35"W	199.57'
L16	N74°18'49"W	89.48'
L17	N70°38'51"W	358.63'
L18	N09°23'34"W	41.29'
L19	N89°22'24"W	145.81'
L20	N00°55'52"E	418.21'
L21	N88°48'22"W	72.38'
L22	N77°46'40"W	781.15'
L23	S86°19'18"W	81.22'
L24	N03°40'42"W	348.09'



Legend

- ▲ Property Corner
- Section Corner
- Property Boundary Line
- - - Section Line
- Zone Line

Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	74.87'	132.00'	32°29'52"	N77°25'46"W	73.87'
C2	92.12'	318.00'	16°35'50"	N69°28'45"W	91.80'

P:\21339 Blessinger Rd Canyon 22-111\dwg\22-111 Exhibit_Zoning.dwg 8/16/2022 11:28:37 AM

Exhibit Drawing for 21339 Blessinger Rd. City of Star Zoning MU & R-3		Job No. 22-111
Situated in the Sections 11 and 14, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho.		Sheet No. 1
		Dwg. Date 8/16/2022

	IDAHO SURVEY GROUP, LLC	9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570

**DEVELOPMENT AGREEMENT
THE QUARRY AT RIVER PARK SUBDIVISION 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 H5 Land Holdings 6, LLC, hereinafter referred to as "Owner".

WHEREAS, Owner owns a parcel of land of approximately 185.93 acres in size, currently located within Canyon County, zoned AG and more particularly described in **Exhibit A** of Ordinance 373-2022, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner has requested that the Property be annexed into 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 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, Owner filed with the City of Star, a Request for Annexation and Rezone of the Property and Zoning of R-2-DA and C-1-DA, as File No. AZ-22-12/DA-22-03, 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 185.93 acres as follows:

- Zoning Classification: The zoning classification shall be a R-2-DA and C-1-DA.
- The Owner shall comply with all city ordinances relating to the property except as otherwise provided herein.

2.2 Site Design. The Concept Plan, as set forth in **Exhibit B**, is hereby approved.

2.3 Uses. The development is hereby approved for a maximum of 228 single-family residential lots. Commercial uses have been approved for the area fronting Highway 44.

2.4 Setbacks. The development shall include the following residential setbacks approved by Council:

- R-3 setbacks for all residential lots, excluding the lots immediately adjacent to the western boundary (1-plus acre lots). These lots shall have R-2 setback standards for all construction. Setbacks are based on the current setbacks in place within the Star Unified Development Code as of the date of approval of the annexation.

2.5 Additional Requirements:

- An RV Park may be allowed in this zone (C-1) subject to approval of a Conditional Use Permit;
- The Applicant requested 5' side yard setbacks are not approved as part of this agreement but may be requested at preliminary plat. If approved, this Agreement shall be updated accordingly;
- Clubhouse shall be relocated to the eastern side of the development, as indicated in the public hearing;
- The Applicant shall cul-de-sac the western north/south road and provide an emergency access as indicated in the public hearing;
- A detailed landscape plan shall be reviewed as part of the future preliminary plat;
- The Applicant shall provide a revised conceptual plan to detail all Council revisions prior to recordation of this document;

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 \$228,000.00 traffic mitigation fee

determined, or revised, by the Idaho Transportation Department as follows: the Developer will pay the City \$1,000.00 per 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: James H. Hunter
H5 Land Holdings 6, LLC
923 S. Bridgeway Place
Eagle, Idaho 83616-6098

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

CONCEPTUAL DEVELOPMENT PLAN

LEGEND

- 1 Commercial Area
- 2 Fishing Docks
- 3 Open Space/ Park
- 4 Community Center
- 5 Boat Launch
- 6 Kiddie Play Pond
- 7 Beach
- 8 Native Open Space

