

ORDINANCE NO. 386-2023
(GARNET 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 6697 FOOTHILL ROAD IN STAR, IDAHO (CANYON COUNTY PARCEL R3379700000) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY OPUS DEVELOPMENT LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-1-DA) OF APPROXIMATELY 5.23 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 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

WHEREAS, the Mayor and Council, held a public hearing on May 2, 2023 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-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”, 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 with a Development Agreement (R-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-1-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 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 _____, 2023.

CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk



January 25, 2023

Garnet Subdivision

Annexation Description

A parcel of land being a portion of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, T. 1N, R.2W, B.M., Canyon County, Idaho, more particularly described as follows:

COMMENCING at the west quarter corner of said Section 1 thence on the quarter line S89°56'59"E a distance of 2,668.19 feet to the center section of said Section 1; thence on last said quarter line N89°56'59"W a distance of 707.20 feet to the southwest corner of Ryken Meadows Estates also being the True Point of Beginning; thence continuing on last said quarter line N89°56'59"W a distance of 406.43 feet; thence N02°05'33"E a distance of 527.65 feet to appoint on the centerline of Foothill Road as established by splitting improvements; thence on last said centerline N68°39'40"E a distance of 33.14 feet; thence a curve to the right having a radius of 632.00 feet, a length of 216.24 feet and a chord bearing N78°27'47"E a distance of 215.19 feet; thence N88°15'54"E a distance of 151.21 feet to a point on the northerly extension the west line of said Ryken Meadows Estates; thence on the west line of said Ryken Meadows Estates and its northerly extension S00°33'06"W a distance of 587.36 feet to the **POINT OF BEGINNING**.

The above described parcel contains 5.23 acres, more or less.



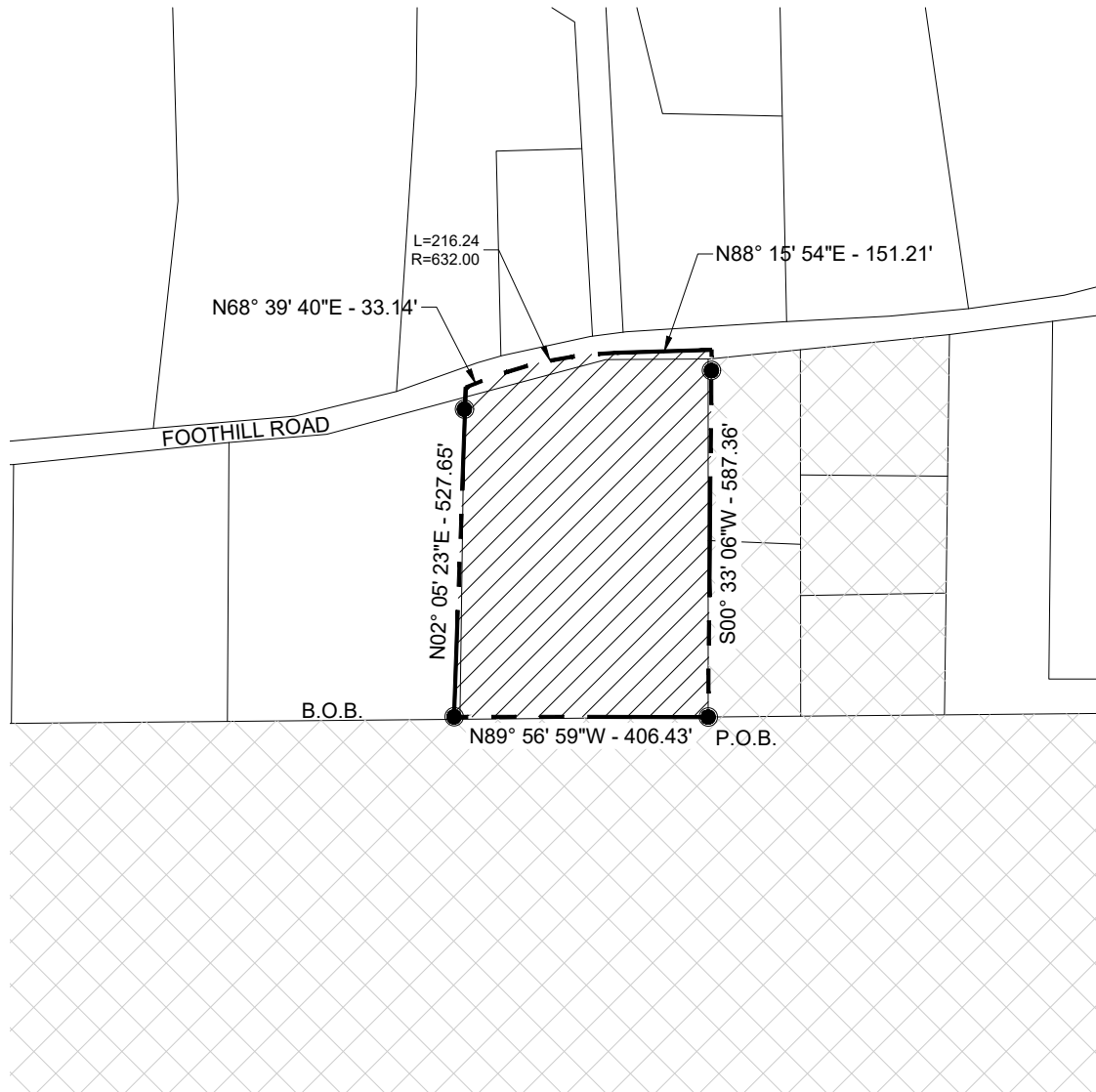
ANNEXATION EXHIBIT B

PORTION OF THE SE 1/4 OF THE NW 1/4
OF SECTION 1, T.1N., R2.W., BOISE
MERIDIAN, CITY OF STAR, ADA COUNTY,
IDAHO.



Scale 1" = 300'
0 150' 300'

BEARINGS AND DISTANCES MAY VARY FROM
PREVIOUS PLATS DUE TO DIFFERENT METHODS
OF MEASUREMENTS.



● FOUND MONUMENT
B.O.B. BASIS OF BEARING
P.O.B. POINT OF BEGINNING

□ CITY OF STAR

▨ AREA TO BE ANNEXED

DEVELOPMENT AGREEMENT GARNET 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 Opus Development LLC, hereinafter referred to as "Owner".

WHEREAS, Owner owns parcels of land of approximately 5.23 acres in size, currently located within Canyon County, zoned RR, and more particularly described in **Exhibit A** of Ordinance 386-2023, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner requested that the Property be annexed into the City 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 of the Property to R-1-DA, and a preliminary plat was made as File No. AZ-23-01/DA-23-01/PP-23-01, 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. Development/Uses/Standards.

2.1 Development Acreage and Uses Permitted. As to the Property described on **Exhibit A**, Owner is allowed to develop the 5.23 acres as follows:

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

2.2 Site Design. The Property shall be developed in substantial conformance with the approved preliminary plat, dated 5/2/23, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**.

2.3 Uses. The Property is hereby approved for a maximum of 5 residential lots.

2.4 Setbacks. The development shall comply with the standard setbacks for the R-1 zone as follows:

Single-family Detached Setbacks:

Max. Height	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Interior Side Setback	Min. Street Side Setback
35'	30'	30'	10'	20'

2.5 Additional Requirements:

- The applicant shall extend the bus stop turnout located to the east into the frontage of the new subdivision.
- All homes shall be required to provide fire sprinklers in compliance with the Star Fire District.
- The Council approves the revised preliminary plat showing a reversed lot layout as discussed in the public hearing (two lots adjacent to east property line).
- The applicant shall provide a streetlight at the entrance to the subdivision.
- The Council hereby approves the reduced private street width to a minimum of 24' with no parking or 26' with parking on

- one side as determined by the Fire District. The Council waives the requirement for sidewalks within the subdivision.
- **Applicant agrees to pay all City Emergency Services Mitigation Fees in affect at the time of building permit for each dwelling.**
- **Applicant shall meet all specific conditions of approval for Preliminary Plat PP-23-01.**

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 \$5,000.00 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 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 Canyon County Recorder within the timeframes specified within the Unified Development Code Subdivision Ordinance.

Section 3. Affidavit of Property Owner. 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. 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 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. 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 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 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 Canyon 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: Opus Development LLC
954 E. Opus Street
Boise, ID 83709

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 _____, 2023.

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

OWNER:

Opus Development LLC

By: David Nielsen
Its: Manager

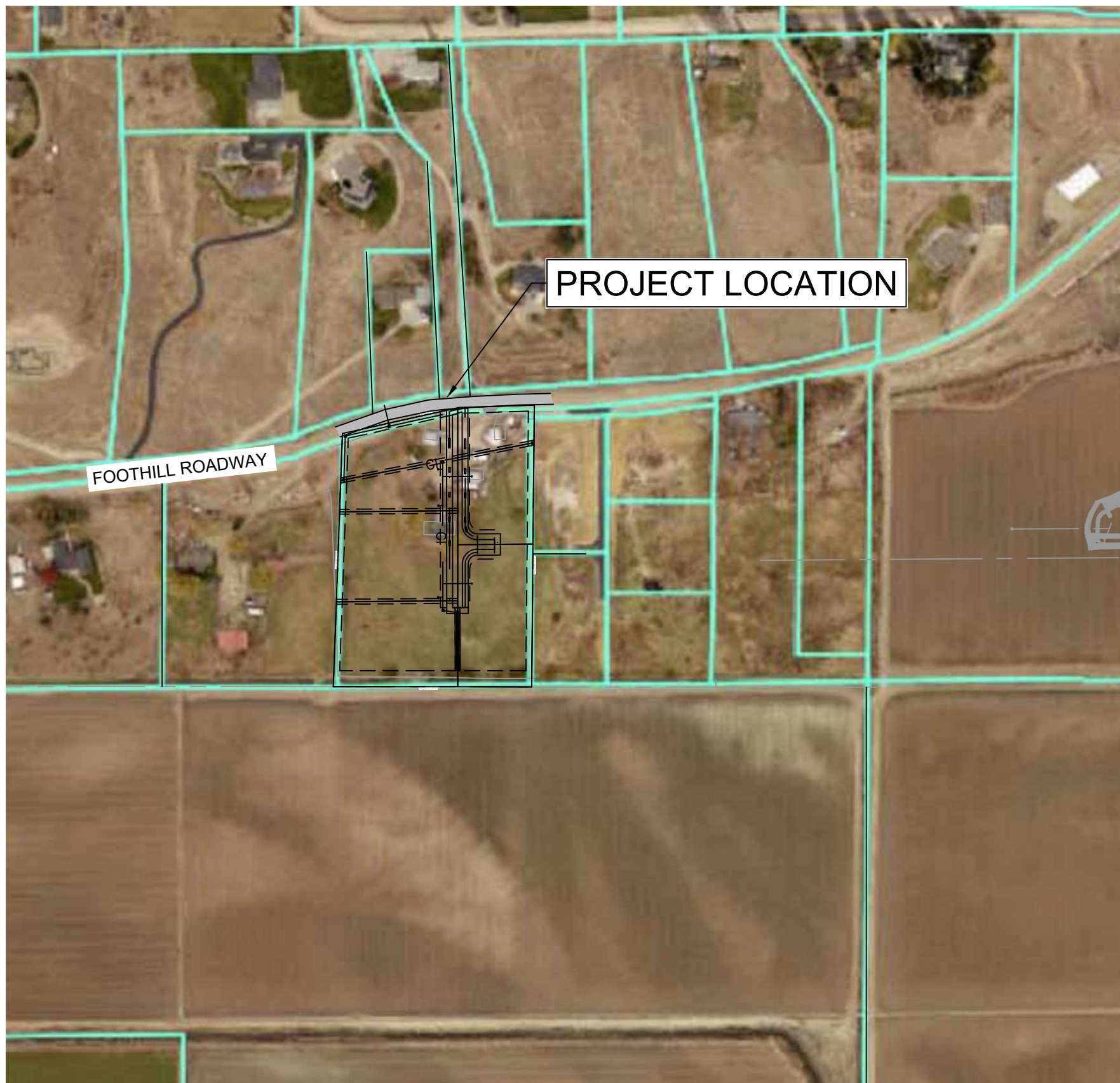
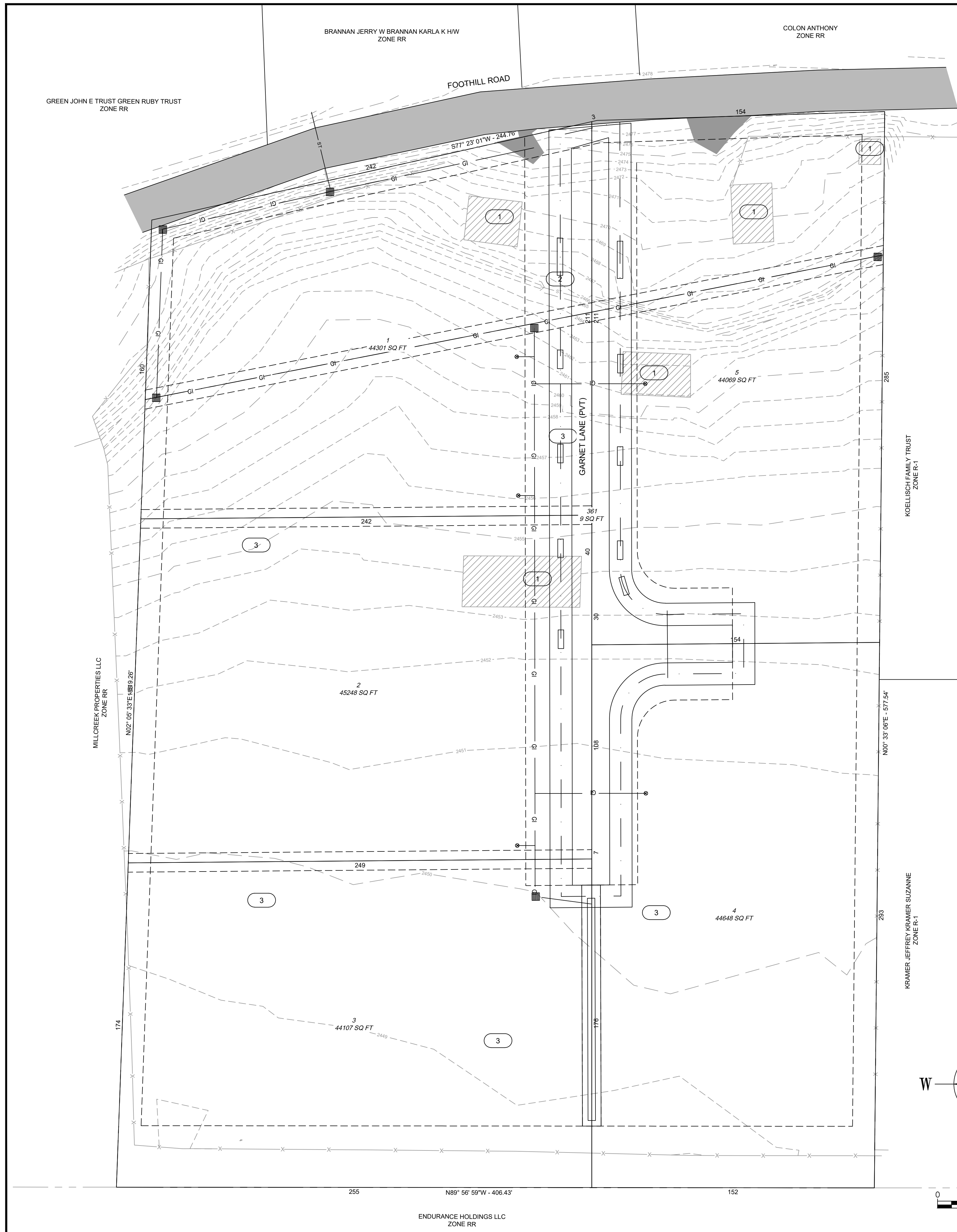
STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2023, before me the undersigned, a Notary Public in and for said state, personally appeared _____, known to me to be _____, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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

Notary Public for Idaho
Residing at _____
My Commission expires _____

EXHIBIT B



PRELIMINARY DEVELOPMENT FEATURES

PARCEL NO'S:	R3379700000
ADDRESSES:	6697 FOOTHILL STAR, ID 83669
<u>ZONING</u>	
RR (EXISTING)	5.15 AC
R-1 (PROPOSED)	5.15 AC
PROPERTY SIZE:	5.15 AC
TOTAL LOTS:	5
SINGLE FAMILY:	5
<u>DENSITY UNITS:</u>	.98 PER ACRE

SITE DETAILS:

ROADWAY EASEMENT: .49 AC

SETBACKS:

FRONT: 30'





INTERIOR SIDE: 10'

STREET SIDE: 20'

REAR: 30'

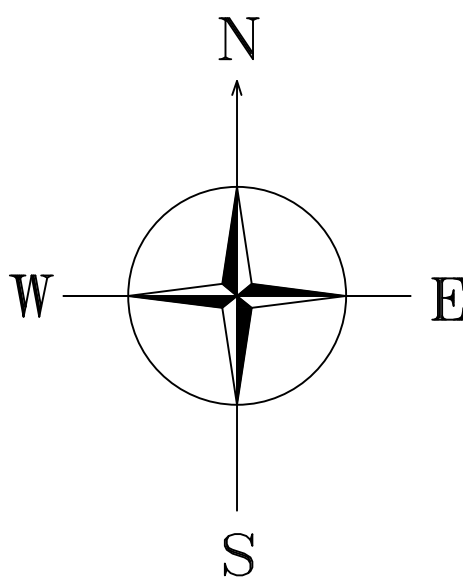
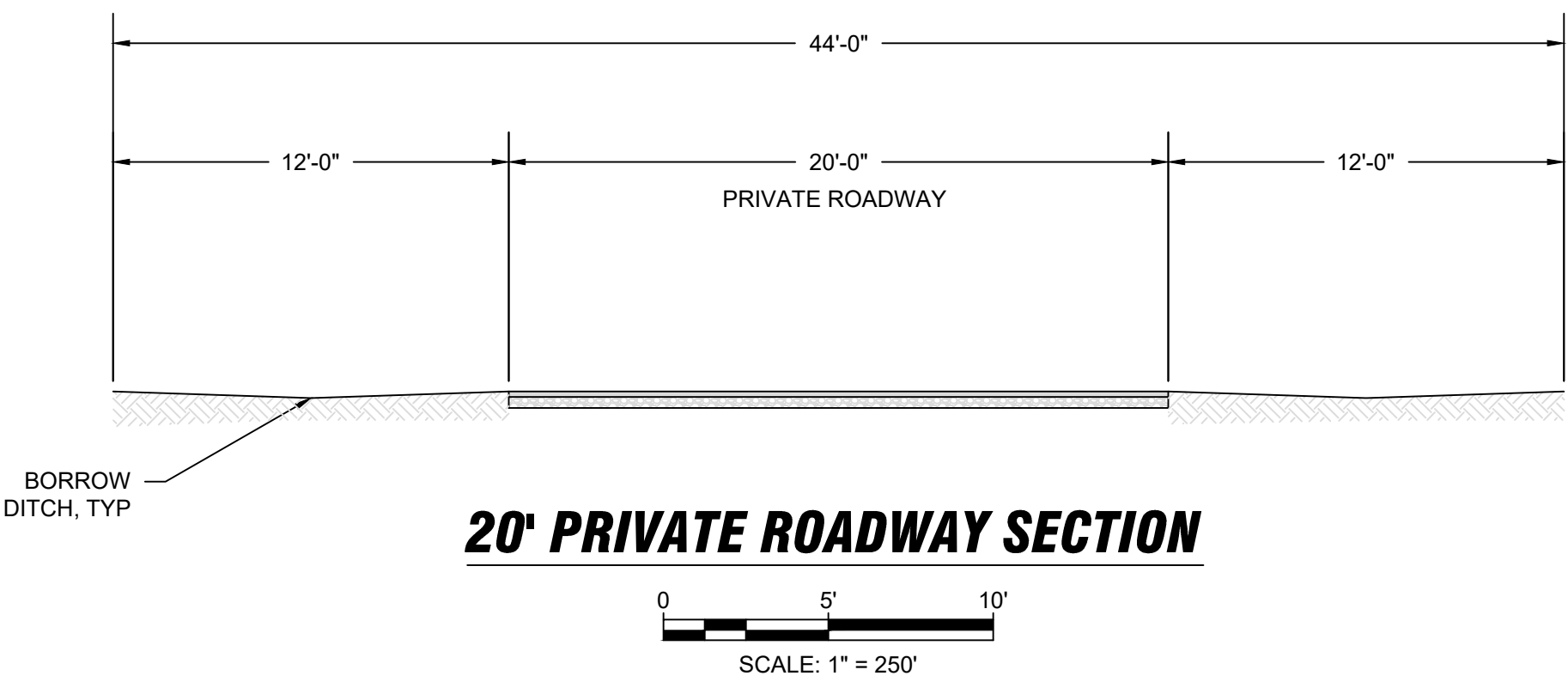
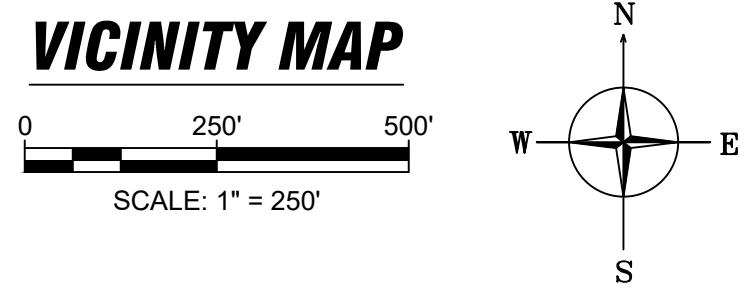
LEGEND:

◇ - POWER POLE	— GUY WIRE
⊙ - VAULT	· - POST
_____ JT	- JOINT UTILITY TRENCH
_____ ST _____ ST	- STORM SEWER
_____ OH	- OVERHEAD LINE
_____ SS	- SANITARY SEWER
_____ W _____ W	- WATER
_____	- FENCE
_____	- PARCEL BOUNDARY
_____	- CENTERLINE
_____	- EASEMENT

 - COMPACTED GRAVEL
 - ASPHALT PAVEMENT
 - CONCRETE
 - STRUCTURE

KEYNOTES

- | | |
|---|--------------------------------------------------------------|
| 1 | REMOVE AND DISPOSE OF EXISTING STRUCTURES. |
| 2 | REMOVE AND DISPOSE OF EXISTING CULVERT |
| 3 | CLEARING AND GRUBBING THROUGHOUT SITE TO FACILITATE GRADING. |



SURVEYOR
ACKERMAN-ESTVOLD
7661 W Riverside Dr Suite 102,
Garden City, ID 83714
(208) 853-6470



PRELIMINARY PLAT

GARNET SUBDIVISION

**A PORTION OF THE SOUTHEAST 1/4 OF THE
NORTHWEST 1/4 OF SECTION 1, T.1N., R.2W., BOISE
MERIDIAN, CANYON COUNTY, IDAHO.**

DITCH COMPANY
FARMERS UNION DITCH COMPANY
P.O. BOX 1474
EAGLE, ID 83616

PLANNER / CONTACT
STEVE ARNOLD
A-TEAM LAND CONSULTANTS
1785 WHISPER COVE AVE.
BOISE, ID 83709
208-871-7020

OWNER / DEVELOPER
OPUS DEVELOPMENT, LLC
954 E. OPUS ST.
BOISE, ID 83716

**C-101**

DRAWN BY: CJ SHERLOCK
DATE: May 2, 2023