

**ORDINANCE NO. 378-2023**  
**(BURNETT STORAGE ANNEXATION)**

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 771 N. HWY 16, IN STAR, IDAHO (ADA COUNTY PARCELS S0409131605, S0409131500 & S0409131700), AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY HWY 16 VENTURES LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS MIXED USE WITH A DEVELOPMENT AGREEMENT (MU-DA) OF APPROXIMATELY 16.76 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 February 7, 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 Mixed Use with a Development Agreement (MU-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 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 Mixed Use with a Development Agreement (MU-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 Mixed Use with a Development Agreement (MU-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 maybe be published.

DATED this 7th day of March, 2023.

CITY OF STAR  
Ada and Canyon County, Idaho

BY: \_\_\_\_\_  
Trevor A. Chadwick, Mayor

ATTEST:

\_\_\_\_\_  
Jacob M. Qualls, City Clerk



**City of Star**  
***Annexation Description***  
*August 22, 2022*

A portion of the South 1/2 of the Northeast 1/4 of Section 9, Township 4 North, Range 1 West of the Boise Meridian, located in the County of Ada, State of Idaho, being more particularly described as follows:

**COMMENCING** at the Center 1/4 corner of said Section 9, from which the East 1/4 corner of said Section 9 bears South 89°35'15" East a distance of 2,627.68 feet; thence on the South line of said South 1/2, South 89°35'15" East a distance of 312.60 feet to the **REAL POINT OF BEGINNING**;

thence North 00°54'26" East a distance of 520.71 feet;

thence South 89°34'17" East a distance of 13.64 feet;

thence North 00°36'00" East a distance of 172.43 feet to the centerline of the Middleton Canal;

thence on said centerline the following three (3) courses and distances:

South 77°28'30" East a distance of 232.78 feet;

North 74°28'52" East a distance of 393.59 feet;

South 87°51'56" East a distance of 331.83 feet to the Westerly Right-of-Way Line of State Highway 16;

thence South 89°05'07" East a distance of 80.00 feet to the Easterly Right-of-Way Line of said State Highway 16;

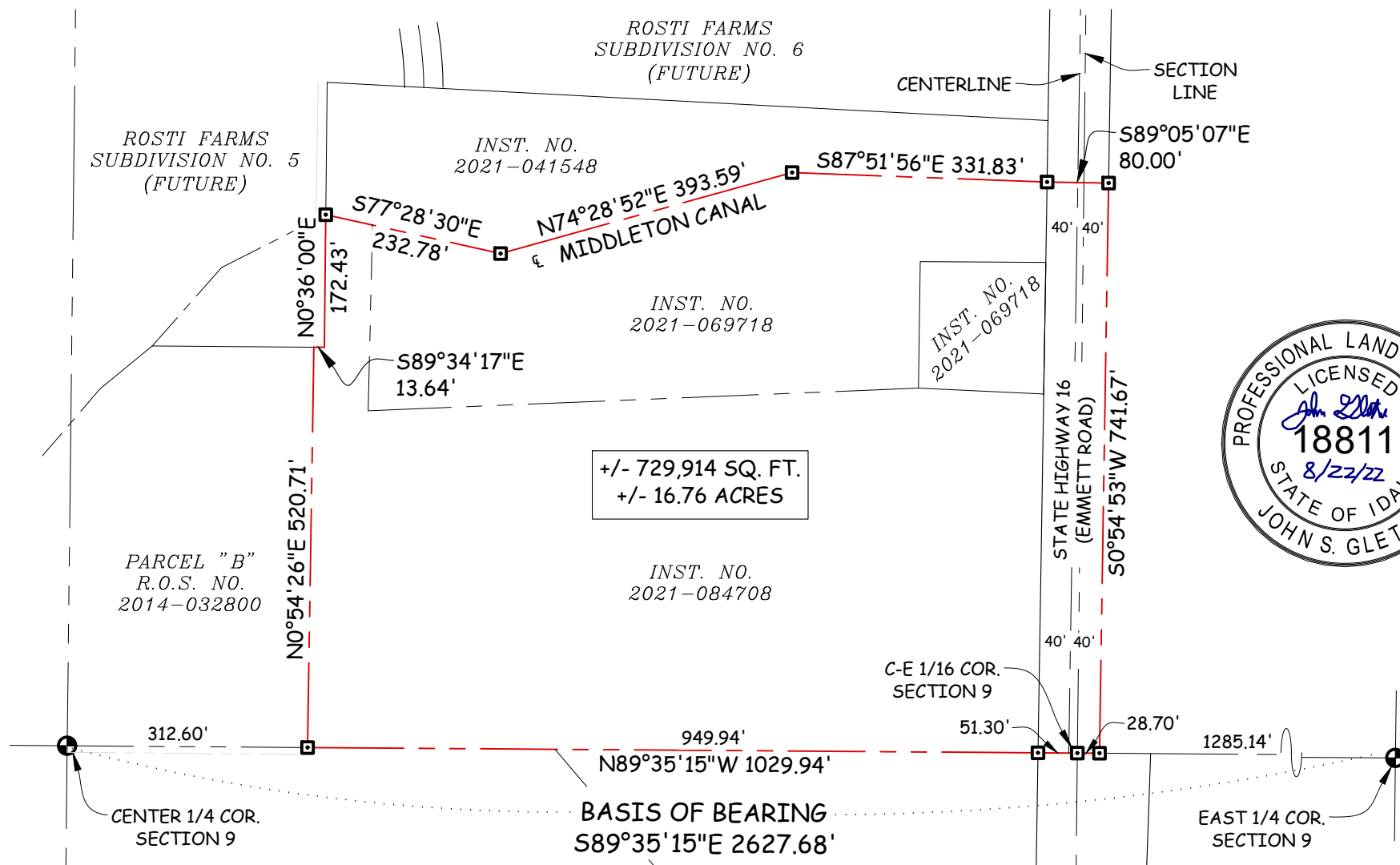
thence on said Easterly Right-of-Way Line, South 00°54'53" West a distance of 741.67 feet to said South line;

thence on said South line, North 89°35'15" West a distance of 1,029.94 feet to the **REAL POINT OF BEGINNING**.

Containing an approximate area of 729,914 square feet or 16.76 acres, more or less.

End of Description.





PROJECT NO.  
22-125

DRAWN BY  
J.S.G.

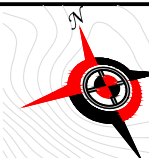


SCALE: 1"=200'

0' 100' 200' 400'

# EXHIBIT DRAWING FOR CITY OF STAR ANNEXATION

A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9,  
T.4N., R.1W., B.M., LOCATED IN THE COUNTY OF ADA, STATE OF IDAHO.



**VALLEY**  
**LAND SURVEYING**  
PROFESSIONAL LIMITED LIABILITY COMPANY  
5099 S. Valley St. Boise, ID 83709  
www.valleylandsurveying.com  
Phone: (208) 261-2226

DATE  
08/22/2022

SHEET NO.  
1 OF 1

## **DEVELOPMENT AGREEMENT BURNETT STORAGE 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 **HWY 16 Ventures, LLC**, hereinafter referred to as "Owner".

WHEREAS, Owner owns parcels of land of approximately 16.76 acres in size, currently located within Ada County, zoned RUT, and more particularly described in **Exhibit A** of Ordinance 378-2023, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner requested that the Property be annexed into the City, and that the Property 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 rezoned 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 MU-DA was made as File No. AZ-22-13/DA-22-14/CU-22-06, 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 Owner 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 in **Exhibit A**, Owner is allowed to develop the 16.76 acres as follows:

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

**2.2 Uses.** The Property is hereby approved for a storage condominium development, as illustrated in **Exhibit B**. Any additional uses or a change in use shall require submittal and approval of new land use applications, in addition to a modification to this development agreement.

**2.3 Setbacks.** Future development shall comply with the standard setbacks for the MU zone that are in place at the time of building permit.

**2.4 Additional Requirements:**

- **The applicant shall construct a right-in, right-out access with approval from ITD to mitigate traffic concerns on Highway 16.**
- **The applicant shall provide a 54' easement to the City of Star along the entire western boundary of the property for the purpose of a future internal access to the facility. Once the internal access is in place, the applicant agrees to permanently close the access on Highway 16, other than for emergency access if approved by the Star Fire District and ITD.**
- **The applicant shall provide a remote gate control system be installed to insure that entrance into the facility from Highway 16 will not impede traffic flow at any time.**
- **Once the buildings are constructed, the applicant shall submit a condominium plat to the City for approval and recordation.**

**2.5 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.

**2.6      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.** 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 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 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 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

Owners: Hwy 16 Ventures, LLC  
1026 W. Two Rivers Lane  
Eagle, ID 83616-7128

**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 March, 2023.

---

Trevor A. Chadwick, Mayor

ATTEST:

---

Jacob M. Qualls, City Clerk

OWNERS:

---

Gary Opper

Hwy 16 Ventures, LLC

By:

\_\_\_\_\_

STATE OF IDAHO)

) ss.

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known or identified to me to be the persons who subscribed their names to the foregoing instrument, and acknowledged to me that they executed the same.

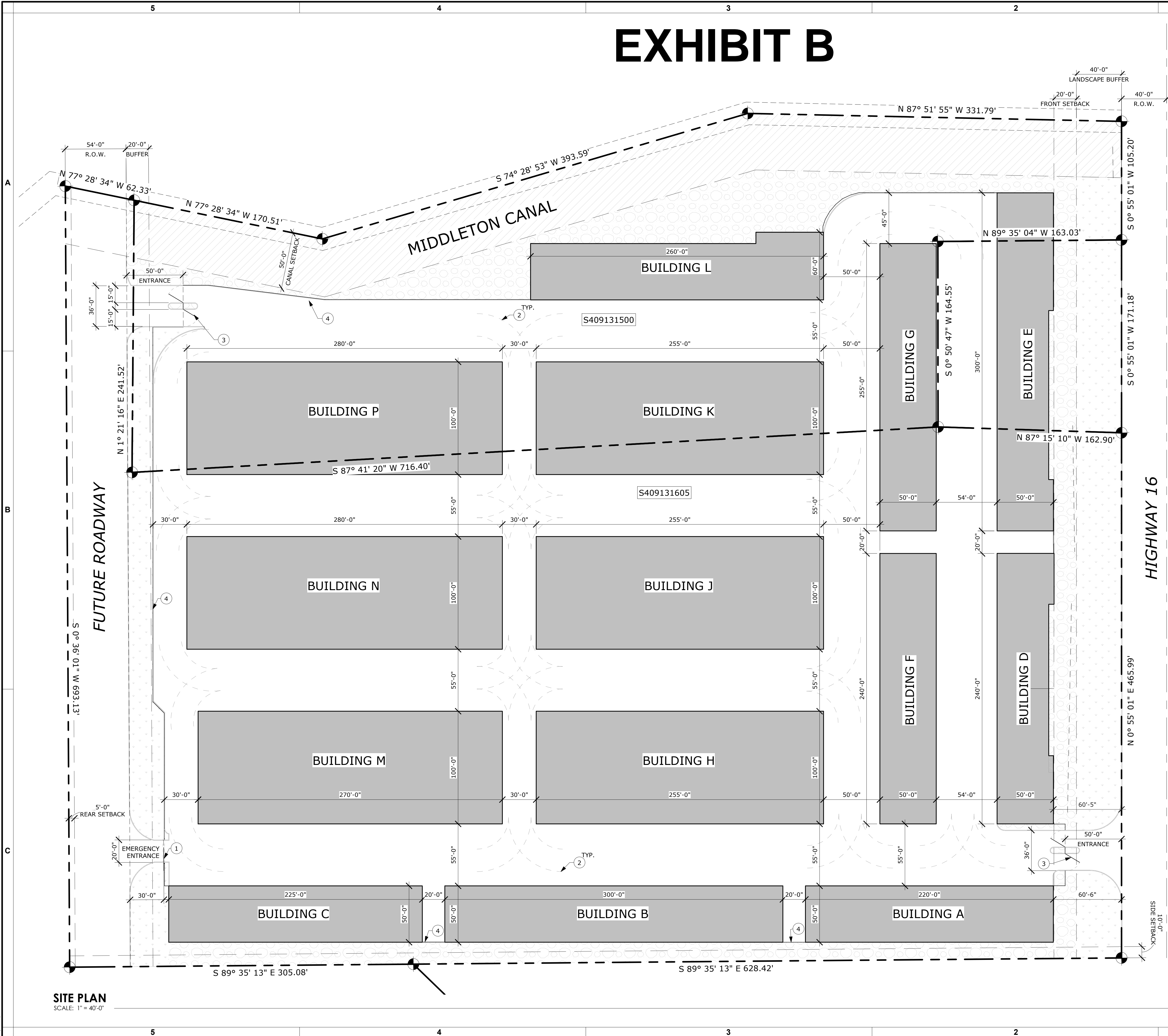
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho

Residing at \_\_\_\_\_

My Commission expires \_\_\_\_\_

1/30/2023 12:45:33 PM



SITE PLAN  
SCALE: 1" = 40'-0"

# EXHIBIT B

## SITE RECAP

- ZONING**
- EXISTING: RUT
  - PROPOSED: MU
- SETBACKS**
- FRONT: 20'-0"
  - REAR: 5'-0"
  - SIDES: 10'-0"

- PARKING**
- PARKING TO BE WITHIN INDIVIDUAL UNITS.
- BUILDING STORIES**
- 1 BUILDING STORY

## PARCEL RECAP

PARCEL NUMBER	ACRES	SQUARE FOOTAGE
S409131500	4.443 acres	193,520 SF
S409131605	10.144 acres	441,851 SF
S409131700	0.628 acres	27,348 SF
TOTAL PROJECT SITE	15.214 acres	662,720 SF

## AREA RECAP

NAME	AREA
BUILDING A	11,000 SF
BUILDING B	15,000 SF
BUILDING C	11,250 SF
BUILDING D	11,470 SF
BUILDING E	14,371 SF
BUILDING F	12,000 SF
BUILDING G	12,500 SF
BUILDING H	25,500 SF
BUILDING J	25,500 SF
BUILDING K	25,500 SF
BUILDING L	13,600 SF
BUILDING M	27,000 SF
BUILDING N	28,000 SF
BUILDING P	28,000 SF
TOTAL	260,691 SF

## GENERAL NOTES

- ALL PROPOSED DRAINAGE TO REMAIN ON SITE.
- SEWER AND WATER ARE AVAILABLE AT THE NORTHWEST AND SOUTHWEST CORNERS OF THE PROPERTY.
- ONSITE TRASH ENCLOSURE NOT PROPOSED.
- POWER IS PROPOSED TO COME FROM HWY 16.

## KEYNOTE

#	DESCRIPTION
1	SLIDING ACCESS GATE, SEE DETAIL XXXX
2	FIRE TURN RADIUS, 28' INTERIOR RADIUS AND 48' EXTERIOR RADIUS
3	SWINGING ACCESS GATE, SEE DETAIL XXXX
4	PERIMETER FENCING, SEE DETAIL XXXX

HATCH DESIGN  
ARCHITECTURE  
200 WEST 36TH ST.  
BOISE, IDAHO 83714  
OFFICE: (208) 475-3204  
FAX: (208) 475-3205  
COPYRIGHT 2023  
HATCH DESIGN  
ARCHITECTURE

THIS PLAN AND/OR DESIGN ARE NOT TO BE CHANGED OR  
COPIED IN ANY FORM, NOR ARE THE DOCUMENTS TO BE  
REPRODUCED OR TRANSMITTED IN ANY FORM, WITHOUT  
THE WRITTEN PERMISSION OF HATCH DESIGN  
ARCHITECTURE. THE USE OF THIS PLAN SHALL BE  
RESTRICTED TO THE ORIGINAL SITE OR WHICH THEY  
WERE PREPARED. INCLUDING THESE IN ELECTRONIC FORM, PREPARED BY THE  
INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT  
TO THE PROJECT AND SITE SPECIFICALLY IDENTIFIED  
HEREIN. NO PART OF THIS PLAN OR DESIGN SHALL BE  
REPRODUCED OR TRANSMITTED IN ANY FORM, WITHOUT  
THE WRITTEN PERMISSION OF HATCH DESIGN  
ARCHITECTURE. AND SHALL RETAIN ALL COPYRIGHT NOTICES AND  
OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS.

NEW CONSTRUCTION FOR:

HIGHWAY 16 STORAGE

771 N HWY 16 EAGLE, ID 83616

DATE DESCRIPTION COMMENTS

DATE: JANUARY 2023  
DRAWN BY: WE  
CHECKED BY: JLH  
JOB NUMBER: MKT

SHEET TITLE

SITE PLAN

SHEET NUMBER

A-1.0