

DEVELOPMENT IMPACT FEE CREDIT AGREEMENT

(Parks & Recreation Impact Fee Credit for Dedication of Park Land)

This Development Impact Fee Credit Agreement (“Agreement”) is entered into as of October 6, 2026 (“Effective Date”), by and between the CITY OF STAR, IDAHO, a municipal corporation organized under the laws of the State of Idaho (“City”), and Corey Barton/CBH Homes, an Idaho individual and assumed business name of an Idaho corporation (“Developer”). City and Developer are each referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City has adopted a development impact fee ordinance codified at Star City Code, Title 7, Chapter 3 (the “Ordinance”) pursuant to the Idaho Development Impact Fee Act, Idaho Code §§ 67-8201 through 67-8216, for the purpose of imposing impact fees on new development to fund system improvements, including park and recreation system improvements, made necessary by such development;

WHEREAS, Idaho Code § 67-8209 requires that credit be given against impact fees for the present value of any contribution or dedication of land required of, or voluntarily offered by, a developer for system improvements of the same category as the impact fee against which the credit is applied, and further requires that where credit is due, the governmental entity and the fee payer enter into a written agreement, negotiated in good faith, describing the amount of the credit and how it may be used;

WHEREAS, Developer is the owner of, or holds an equitable or contractual interest sufficient to convey, that certain real property located within the City of Star, Canyon County, Idaho, more particularly described in Exhibit A attached hereto and incorporated herein (the “Dedicated Parkland”), consisting of approximately 10.502 acres;

WHEREAS, Developer has offered to dedicate and convey fee simple title to the Dedicated Parkland to the City, at no cost to the City, for use as a public park, which use constitutes a park and recreation system improvement identified in, or consistent with, the City's Parks & Recreation Capital Improvement Plan adopted in connection with the Ordinance;

WHEREAS, the Dedicated Parkland has an agreed value of TWO MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,300,000.00) (the “Land Value”);

WHEREAS, the Parties desire to memorialize the terms and conditions upon which the City will accept the dedication of the Dedicated Parkland and grant Developer a Parks & Recreation impact fee credit in consideration therefor;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Dedication and Conveyance of Property

1.1 Conveyance. Developer shall convey to the City, by warranty deed in a form reasonably acceptable to the City, fee simple, marketable title to the Dedicated Parkland, free and clear of all liens, encumbrances, and exceptions other than those approved in writing by the City, at no cost to the City. The deed shall be recorded in the records of Canyon County, Idaho, no later than 30 days after the Effective Date, or, if earlier, prior to the recording of the first final plat within the development served by this Agreement. The City agrees that the Dedicated Parkland will be developed as a City park.

1.2 Title and Due Diligence. Prior to conveyance, Developer shall furnish the City, at Developer's expense, a current preliminary title commitment for the Dedicated Parkland, and shall cooperate with such survey, environmental, and other due diligence review as the City may reasonably require. The City may decline to accept conveyance, and this Agreement shall thereupon terminate with no credit granted, if such review reveals a material title defect, encumbrance, or environmental condition that the Developer does not cure to the City's reasonable satisfaction.

1.3 Condition. The Dedicated Parkland shall be conveyed in the physical condition existing as of the Effective Date, and free of debris, hazardous materials, and structures, unless otherwise agreed in writing by the City.

2. Amount of Credit

2.1 Total Credit. In consideration of, and subject to, the conveyance described in Section 1, the City grants Developer a Parks & Recreation impact fee credit in the total amount of TWO MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,300,000.00) (the "Credit"), which amount equals the Land Value and shall not be increased or adjusted for inflation, appreciation, or any other factor after the Effective Date.

2.2 Per-Unit Administrative Rate. For administrative convenience in tracking use of the Credit against building permits, the Parties agree the Credit is equivalent to the current Park Impact Fee of \$4,695.76 per dwelling unit and will not be subject to any future increases until all 490 credits have been obtained. The Parties acknowledge and agree that multiplying 490 lots times the current Park Impact Fee rate of \$4,695.76 equals \$2,300,922.40, but in no event shall the cumulative Credit applied under this Agreement exceed \$2,300,000.00 in the aggregate. Developer shall be responsible for any amount above the Credit.

2.2.1 The City began issuing credits to Developer in May 2026. Those credits include the following lots:

May 2026	12 credits
June 2026	14 credits
July 2026	36 credits
August 2026	25 credits
September 2026	02 credits
Total	89 credits issued

Total remaining credits: 401 credits

3. Category and Use of Credit

3.1 Category. The Credit is granted solely against Parks & Recreation impact fees imposed under the Ordinance. The Credit may not be applied against impact fees of any other category, including but not limited to transportation/roadway, public safety, police, fire, or general government impact fees, absent a separate written amendment to this Agreement approved by the City Council. Further, the Credit shall not be modified as a result in future changes in Park Impact Fees, including any currently scheduled impact fees increases.

3.2 Geographic Scope. The Credit is not limited to development occurring on the Dedicated Parkland or any single subdivision or project and may be applied by Developer against Parks & Recreation impact fees otherwise due in connection with building permits for up to four hundred ninety (490) dwelling units on property owned or developed by Developer anywhere within the corporate limits of the City, subject to Section 5 (Non-Transferability) and Section 6 (Term).

3.3 Procedure. To apply any portion of the Credit, Developer shall submit a written request to the City at the time of building permit application, identifying the permit(s) against which the Credit is to be applied and the remaining Credit balance claimed. The City shall maintain a running ledger of the Credit balance, provide Developer a copy upon request, and reduce the available Credit balance by the amount applied to each permit.

3.4 No Cash Reimbursement. The Credit is not, and shall not be construed as, a cash payment or reimbursement obligation of the City. The Credit may be used only as an offset against Parks & Recreation impact fees otherwise due and payable by Developer. Any unused Credit remaining upon expiration under Section 6 shall be forfeited, and the City shall have no obligation to pay Developer the value of any unused Credit in cash or otherwise.

4. Non-Transferability of Credit

4.1 The Credit granted under this Agreement is personal to Developer and shall not run with the land, and shall not be sold, assigned, pledged, encumbered, or otherwise transferred by Developer, in whole or in part, to any successor in interest, purchaser, or third party, whether by operation of law or otherwise, without the prior written consent of the City, which consent may be granted or withheld in the City's sole discretion.

4.2 If Developer sells, conveys, or otherwise transfers any portion of the property to which unused Credit could be applied without having first applied the full Credit, any unused Credit balance shall not transfer with such property and shall remain solely available to Developer for application against Developer's own future development within the City, subject to Section 6.

5. Term; Expiration

5.1 The Credit shall be available for use for a period of twenty (20) years from the Effective Date (the "Credit Term"). Any portion of the Credit not applied against Parks & Recreation impact fees prior to expiration of the Credit Term shall automatically lapse and be forfeited, without compensation to Developer, unless the Credit Term is extended by written amendment approved by the City Council prior to expiration.

6. City's Reservation of Authority

6.1 Nothing in this Agreement limits or waives the City's authority to amend the Ordinance or its impact fee schedules generally, provided that any such amendment shall not reduce the dollar amount of the Total Credit granted under Section 2.1 for Credit not yet applied as of the effective date of such amendment. This agreement holds park impact fee credits at \$4,695.00 and is not subject to increase or decrease until all credits have been obtained.

6.2 This Agreement does not exempt Developer from payment of impact fees, or any other fee, charge, or exaction, in excess of the available Credit balance, nor from compliance with any other applicable City ordinance, code, or regulation.

7. Default and Remedies

7.1 If either Party fails to perform its obligations under this Agreement, the non-defaulting Party shall provide written notice of default and thirty (30) days to cure. If the default is not cured within such period, the non-defaulting Party may pursue any remedy available at law or in equity, including specific performance. If Developer fails to convey the Dedicated Parkland as required by Section 1, the City may terminate this Agreement, and no Credit shall be granted or available.

8. Recordation

8.1 This Agreement, or a memorandum thereof in a form reasonably acceptable to both Parties, may be recorded by either Party in the records of Ada County and Canyon County, Idaho.

9. Miscellaneous

9.1 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Idaho. Venue for any action arising out of this Agreement shall lie exclusively in the District Court of the Third Judicial District, Canyon County, Idaho.

9.2 Entire Agreement; Amendment. This Agreement, including its Exhibits, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior negotiations and agreements, whether oral or written. This Agreement may be amended only by a written instrument signed by both Parties.

9.3 Notices. All notices under this Agreement shall be in writing and delivered by personal delivery, certified mail (return receipt requested), or nationally recognized overnight courier to the addresses set forth on the signature page, or such other address as either Party designates in writing.

9.4 Authority. Each person executing this Agreement on behalf of a Party represents that they are duly authorized to do so and that this Agreement constitutes a valid and binding obligation of such Party.

9.5 Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

9.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

9.7 Binding Effect. Subject to Section 5, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF STAR, IDAHO,

By: _____
Trevor Chadwick, Mayor

**DEVELOPER: COREY BARTON/CBH
HOMES**

By: _____
Name: _____
Its: _____

ATTEST:

Shelly Tilton, City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the individual/representative of the CBH Homes who executed the foregoing instrument on behalf of said party, and acknowledged to me that such party executed the same.

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

EXHIBIT A

Legal Description of Dedicated Parkland

Lot 2, Block 1 of Stevens Subdivision (Book 64, Pages 6531-6532, records of Ada County, Idaho) and portions of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of said Section 8, Township 4 North, Range 1 West, B.M., Ada County, Idaho and being more particularly described as follows:

BEGINNING at an aluminum cap marking the East 1/4 corner of said Section 8 which bears N00°28'22"E a distance of 2,639.25 feet from and aluminum cap marking the Southeast corner of said Section 8, thence following the easterly line of said Northeast 1/4 of the Southeast 1/4 of Section 8, S00°28'22"W a distance of 211.85 feet to the northerly subdivision boundary of Streamview Subdivision (Book 93, Pages 11197-11198, records of Ada County, Idaho);

Thence leaving said easterly line and following said northerly subdivision boundary (and the southerly line of said Lot 2, Block 1), N88°52'43"W a distance of 544.19 feet to a 5/8-inch rebar;

Thence leaving said northerly subdivision boundary (and said southerly line of Lot 2, Block 1) and following the easterly line(s) of said Lot 2, Block 1 the following five (5) courses:

1. N07°25'52"E a distance of 213.26 feet to a 1/2-inch rebar;
2. S88°51'50"E a distance of 48.11 feet to a 1/2-inch rebar;
3. N04°43'15"W a distance of 239.23 feet to a 1/2-inch rebar;
4. N34°26'14"W a distance of 103.39 feet to a 1/2-inch rebar;
5. N00°30'29"E a distance of 406.36 feet to a 5/8-inch rebar on the southerly line of Lot 1, Block 27 of Rockbridge Subdivision Phase 8 (Book 110, Pages 15856-15859, records of Ada County, Idaho);

Thence leaving said easterly line(s) and following said southerly line(s) (and the northerly line(s) of said Lot 2, Block 1) the following two (2) courses:

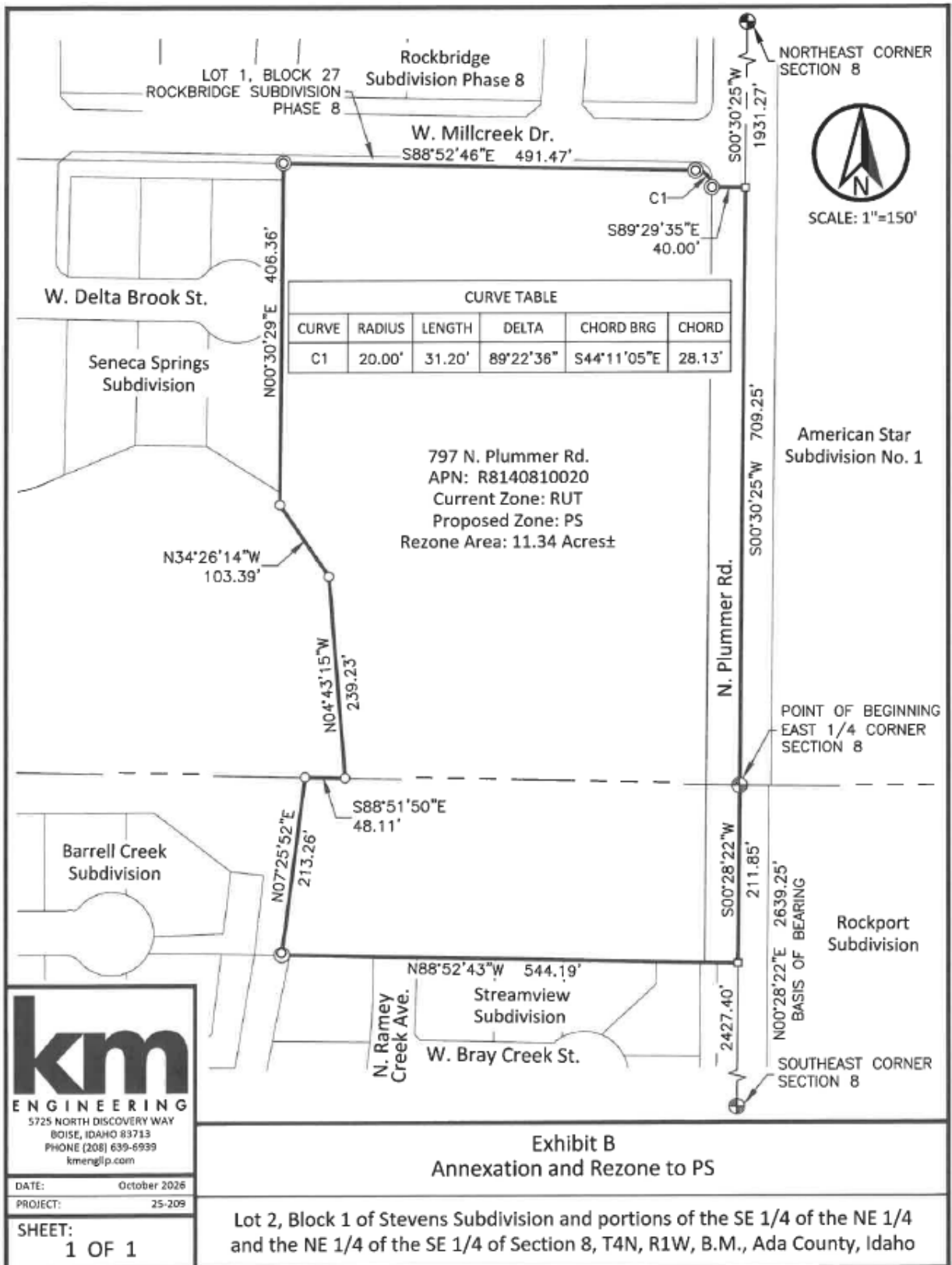
1. S88°52'46"E a distance of 491.47 feet to a 5/8-inch rebar;
2. 31.20 feet along the arc of a curve to the right, said curve having a radius of 20.00 feet, a delta angle of 89°22'26", a chord bearing of S44°11'05"E and a chord distance of 28.13 feet to a 5/8-inch rebar;

Thence leaving said southerly line(s) (and the northerly line(s) of said Lot 2, Block 1), S89°29'35"E a distance of 40.00 feet to the easterly line of said Southeast 1/4 of the Northeast 1/4 of Section 8;

Thence following said easterly line, S00°30'25"W a distance of 709.25 feet to the **POINT OF BEGINNING**.

Said description contains a total of 11.34 acres, more or less.

P:\25-009\SURVEY\CD\EXHIBIT B\250001 ANNEXATION AND REZONE 25-009.LWD, ARON BALLARD, 10/11/2026, LWD TO PDF.PL3, ----





Title: Annexation and Rezone to PS		Date: 10-01-2026
Scale: 1 inch = 150 feet	File:	
Tract 1: 11.343 Acres: 494122 Sq Feet: Closure = n01.5720w 0.00 Feet: Precision = 1/856098: Perimeter = 3038 Feet		
001=s00.2822w 211.85	005=n04.4315w 239.23	009=R1, R=20.00, Delta=89.2226 Bng=44.1105e, Cld=28.13
002=n88.5243w 544.19	006=n34.2614w 103.39	010=s89.2935e 40.00
003=n07.2552e 213.26	007=n00.3029e 406.36	011=s00.3025w 709.25
004=s88.5150e 48.11	008=s88.5246e 491.47	

EXHIBIT B

Impact Fee Credit Ledger

City to maintain a running record of Credit applied against each building permit, including permit number, date, dwelling unit(s), amount applied, and remaining balance, consistent with Section 3.3.

May 2026	12 credits
June 2026	14 credits
July 2026	36 credits
August 2026	25 credits
September 2026	02 credits
Total	89 credits issued
Total remaining credits: 401 credits	