

REC'D APR 16 2024

DOC# 62

ORDINANCE NO. 401-2024
(LAKE HAVEN ESTATES 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 21831 KOA LANE, IN STAR, IDAHO (CANYON COUNTY PARCELS R34039011, R34035010A & R34035010A1) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY SPENCER AND ERIN KOFOED, NATHAN AND HEATHER ODGEN, AND TRADITION CAPITAL PARTNERS LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RURAL RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (RR-DA), AND RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-2-DA) OF APPROXIMATELY 64.70 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 March 5, 2024 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 Rural Residential with a Development Agreement (RR-DA) and Residential with a Development Agreement (R-2-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 Rural Residential with a Development Agreement (RR-DA), and Residential with a Development Agreement (R-2-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 Rural Residential with a Development Agreement (RR-DA) and Residential with a Development Agreement (R-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.

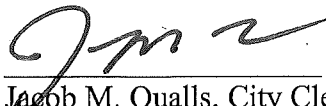
Section 5: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire Ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code maybe be published.

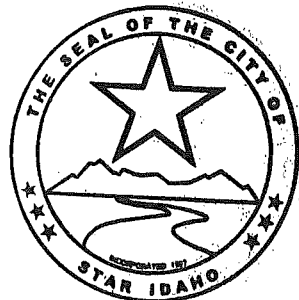
DATED this 2nd day of Apr: L, 2024.

CITY OF STAR
Ada and Canyon County, Idaho

BY: 
Trevor A. Chadwick, Mayor

ATTEST:


Jacob M. Qualls, City Clerk



December 20, 2023
Project No. 22-192
Koa Lane Subdivision

Exhibit A
Legal Description for Annexation

A parcel of land being a portion of the East 1/2 of the Northeast 1/4, Government Lot 1, Government Lot 2, and accretion land situated in the North 1/2 of the Southeast 1/4, all in Section 13, Township 4 North, Range 2 West, B.M., Canyon County, Idaho being more particularly described as follows:

Commencing at a brass cap marking the Northeast corner of said Section 13, which bears N00°46'45"E a distance of 2,640.00 feet from a brass cap marking the East 1/4 corner of said Section 13, thence following the easterly line of the Northeast 1/4 of said Section 13, S00°46'45"W a distance of 2,072.42 feet to a 5/8-inch rebar being the **POINT OF BEGINNING**.

Thence following said easterly line, S00°46'45"W a distance of 398.27 feet to a 5/8-inch rebar;

Thence leaving said easterly line, S71°22'23"W a distance of 435.79 feet;

Thence S24°00'56"W a distance of 754.41 feet;

Thence S63°58'14"W a distance of 713.84 feet to a 5/8-inch rebar on the extended westerly line of said Government Lot 1;

Thence following said extended westerly line, S00°38'24"W a distance of 50.00 feet to a 5/8-inch rebar;

Thence leaving said extended westerly line, S71°51'32"W a distance of 469.21 feet to a 5/8-inch rebar;

Thence S70°06'39"W a distance of 282.67 feet to a 5/8-inch rebar;

Thence N00°23'36"E a distance of 1,266.00 feet to a 5/8-inch rebar on the boundary of Star River Ranch Subdivision No. 2 (Book 52, Page 26, records of Canyon County, Idaho);

Thence following said boundary the following two (2) courses:

S89°50'25"E a distance of 714.42 feet to a 5/8-inch rebar;

Thence N00°49'43"E a distance of 278.41 feet to a 5/8-inch rebar on the boundary of Star River Ranch Subdivision No. 1 (Book 48, Page 12, records of Canyon County, Idaho);

Thence leaving the boundary of said Star River Ranch Subdivision No. 2 and following the boundary of said Star River Ranch Subdivision No. 1 the following two (2) courses:

1. N00°49'43"E a distance of 803.00 feet to a 5/8-inch rebar;

2. N00°31'16"E a distance of 664.19 feet to the southerly right-of-way of Bent Lane;

Thence leaving said boundary and following said southerly right-of-way, N89°47'53"W a distance of 25.28 feet to the centerline intersection of River Ranch Lane and said Bent Lane;

Thence leaving said southerly right-of-way and following the centerline of said Bent Lane, N05°21'39"E a distance of 50.22 feet;

Thence leaving said centerline, S89°58'49"E a distance of 70.05 feet to a 1/2-inch rebar;

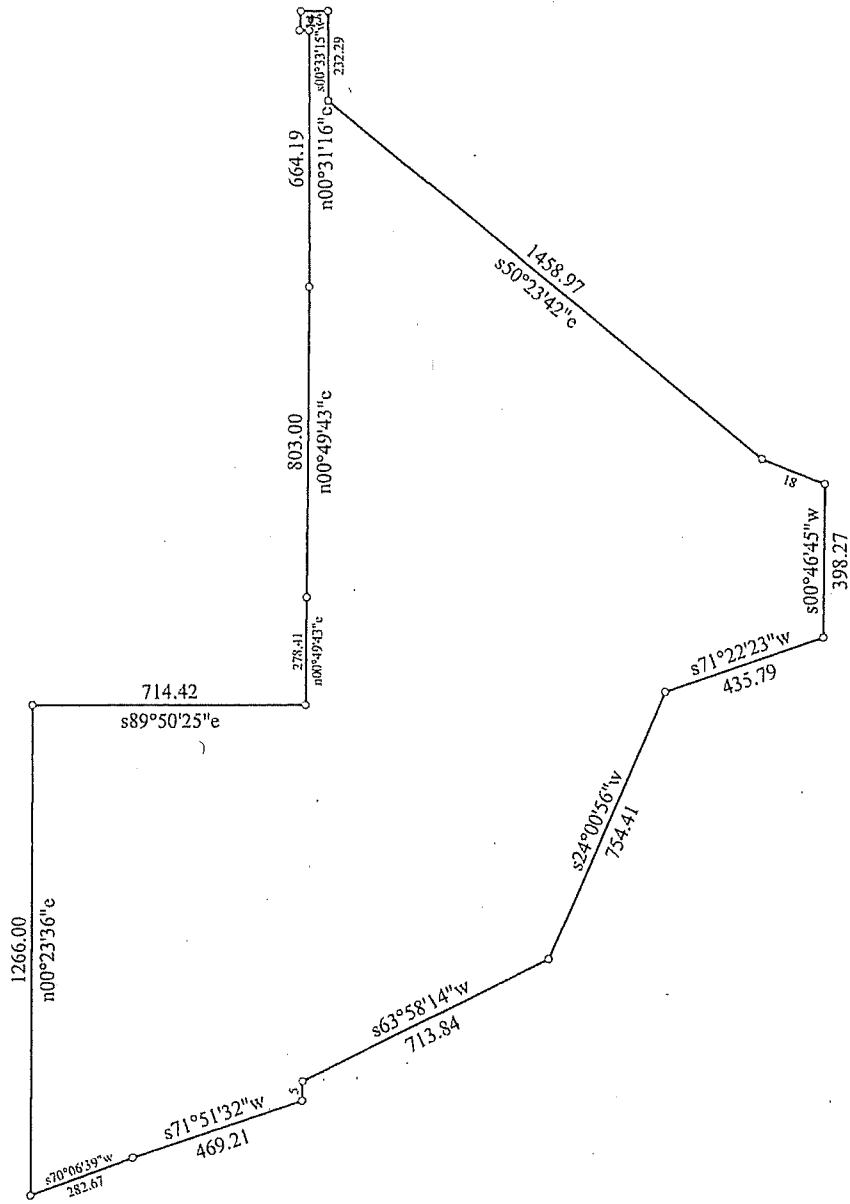
Thence S00°33'15"W a distance of 232.29 feet to a 1/2-inch rebar;

Thence S50°23'42"E a distance of 1,458.97 feet to a 1/2-inch rebar;

Thence S68°13'43"E a distance of 175.54 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 64.70 acres, more or less.





Title: Koa Lane Annexation 22-192		Date: 12-19-2023
Scale: 1 inch = 500 feet	File: Deed Plotter.des	
Tract 1: 64.704 Acres: 2818508 Sq Feet: Closure = n31.0439e 0.01 Feet: Precision >1/999999: Perimeter = 8843 Feet		
001=s00.4645w 398.27	008=n00.2336e 1266.00	015=s89.5849e 70.05
002=s71.2223w 435.79	009=s89.5025e 714.42	016=s00.3315w 232.29
003=s24.0056w 754.41	010=n00.4943e 278.41	017=s50.2342e 1458.97
004=s63.5814w 713.84	011=n00.4943e 803.00	018=s68.1343e 175.54
005=s00.3824w 50.00	012=n00.3116e 664.19	
006=s71.5132w 469.21	013=n89.4753w 25.28	
007=s70.0639w 282.67	014=n05.2139e 50.22	

**DEVELOPMENT AGREEMENT
LAKE HAVEN ESTATES 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 Spencer and Erin Kofoed, Nathan and Heather Odgen, and Tradition Capital Partners, LLC, hereinafter referred to as "Owners".

WHEREAS, Owners own parcels of land of approximately 64.70 acres in size, currently located within Canyon County, zoned AG and more particularly described in **Exhibit A** of Ordinance 401-2024, which is attached hereto and incorporated by reference herein (the "Properties");

WHEREAS, Owners have requested that the Properties 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, Owners 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, Owners filed with the City of Star, a Request for Annexation and Rezone of the Properties and Zoning of RR-DA and R-2-DA, as File No. AZ-24-01/DA-24-01, 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;

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 Parcels shown on **Exhibit A**, Owners are allowed to develop the 64.70 acres as follows:

- Zoning Classification: The zoning classifications shall be RR-DA for Parcel R340390110, and R-2-DA for Parcels R34035010A and R34035010A1.
- The Owners 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. A Preliminary Plat shall be submitted and approved by Council. Parcel R340390110 is eligible for a building permit prior to approval and recording of a plat. All building and zoning code requirements shall be met for the building permit.

2.3 Uses. The development is hereby approved for a maximum of 29 single-family residential lots.

2.4 Additional Requirements/Considerations:

- The 18.66 acre parcel (Parcel R3403901100) shall be zoned Rural Residential (RR).
- Gravel extraction is approved as part of this development. The applicant shall meet the requirements of Section 8-5-20 of the UDC. A temporary use permit shall be approved by Staff prior to extraction of any gravel on-site.

2.5 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 \$29,000.00 (29 lots x \$1,000) 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.

2.6 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.

2.7 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: Spencer & Erin Kofoed
8454 Brookhaven Place
Middleton, ID 83644

Nathan & Heather Ogden
21831 Koa Lane
Star, ID 83669

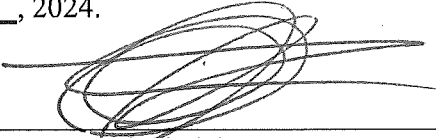
Tradition Capital Partners, LLC
Spencer Kofoed, Manager
8454 Brookhaven Place
Middleton, ID 83644

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.

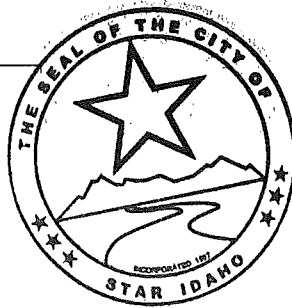
Dated this 2nd day April, 2024.



Trevor A. Chadwick, Mayor

ATTEST:



Jacob M. Qualls, City Clerk

OWNER:

Spencer Kofoed




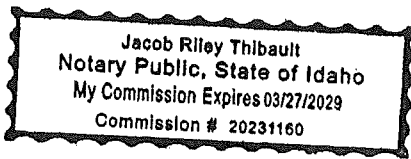
Erin Kofoed



STATE OF IDAHO)
) ss.
County of CANYON)

On this 27 day of MARCH, 2024, before me the undersigned, a Notary Public in and for said state, personally appeared Spencer and Erin Kofoed, known to me to be the Owners, who subscribed their names to the foregoing instrument, and acknowledged to me that they executed the same in said limited liability company's name.

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

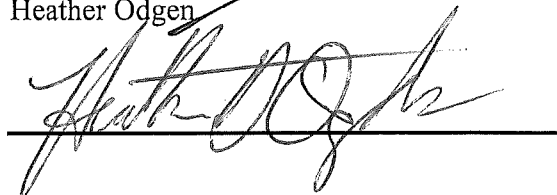

Notary Public for State of Idaho
Residing at: CALDWELL, ID
My Commission Expires: 03/27/2029

OWNER:

Nathan Ogden



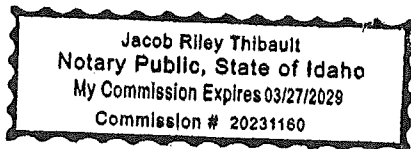
Heather Ogden

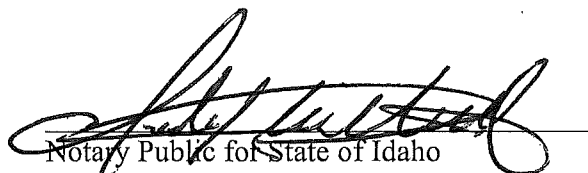


STATE OF IDAHO)
) ss.
County of CANYON)

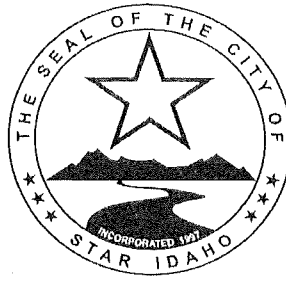
On this 27 day of MARCH, 2024, before me the undersigned, a Notary Public in and for said state, personally appeared Nathan and Heather Ogden, known to me to be the Owners, who subscribed their names to the foregoing instrument, and acknowledged to me that they executed the same in said limited liability company's name.

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




Notary Public for State of Idaho
Residing at: CARDWELL, ID
My Commission Expires: 03/27/2029

City of Star
P.O. Box 130
Star, Idaho 83669
208-286-7247
Fax 208-286-7569
www.staridaho.org



Mayor:
Trevor A. Chadwick

Council:
Kevin Nielsen
Jennifer Salmonsén
Kevan Wheelock
David Hershey

REC'D APR 16 2024

Date: April 8, 2024

To: Idaho State Tax Commission GIS Department

From: City of Star

RE: Ordinance No 401-2024 – Lake Haven Estates Annexation

Enclosed is the ordinance referenced above.

Thank you,

Meredith Hudson
Deputy City Treasurer

2024-009928

RECORDED

04/03/2024 02:16 PM



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RICK HOGABOAM

CANYON COUNTY RECORDER

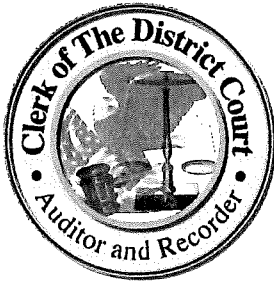
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NO FEE

ORDINANCE

CITY OF STAR

REC'D APR 16 2024



**Canyon County
Recorder's Office
Document
Cover Sheet**

