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APR 22 2011

**ORDINANCE NO. 211**

**TECHNICAL SUPPORT** (Sundance & Laraway Properties)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTIES LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO, AND CONTIGUOUS TO THE CITY OF STAR; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTIES AS: LARAWAY PROPERTIES - NEIGHBORHOOD BUSINESS DISTRICT (C1), AND LIMITED OFFICE (LO) WITH A DEVELOPMENT AGREEMENT; AND SUNDANCE PROPERTIES AS - NEIGHBORHOOD BUSINESS DISTRICT (C1), RESIDENTIAL (R2), MIXED USE (MU), AND LIMITED OFFICE (LO) WITH A DEVELOPMENT AGREEMENT; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Star, Ada & Canyon Counties, Idaho, 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, the owners of the real properties situated in the unincorporated area of Ada County and particularly described in Section 2 of this Ordinance have requested, in writing, annexation of said real properties to the City of Star; and

WHEREAS, the Mayor and Council, pursuant to public hearings as required by law, held a public hearing on July 7, 2009 and March 2, 2010 on the proposed annexation and zoning of the properties 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 properties should be zoned as follows: Laraway Properties - Neighborhood Business District (C1), and Limited Office (LO) with a Development Agreement; Sundance Properties - Neighborhood Business District (C1), Residential (R2), Mixed Use (MU), and Limited Office (LO) with a Development Agreement pursuant to the Zoning Ordinance of the City.

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 properties described in Section 2 of this Ordinance are contiguous to the City, that said properties can be reasonably assumed to be used for orderly development of the City, that the owners of said properties have requested, in writing, annexation of said properties by the City, and that the requirements of Section 50-222, Idaho Code, for annexation of said properties, have been satisfied.

Section 2: The attached Development Agreements describing the real properties, all situated in Ada County, Idaho, are 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.

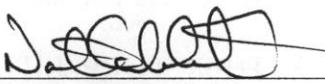
Section 3: The zoning land use classifications of the lands described in Section 2 above are hereby established as: Laraway Properties – Neighborhood Business District (C1), and Limited Office (LO) with a Development Agreement; Sundance Properties – Neighborhood Business District (C1), Residential (R2), Mixed Use (MU), and Limited Office (LO) with a Development Agreement. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above with the above zoning classifications. PROVIDED, that if the properties described in Section 2 above have not, within one (1) year from the effective date of this Ordinance, began construction, the zoning classification for the property shall become Rural Transitional (RT).

Section 4: The City Clerk is hereby directed to file, within ten (10) days of the passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Recorder, Auditor and 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 the Ordinance.

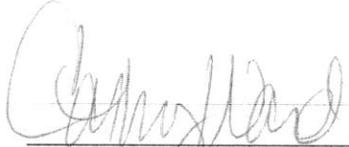
Section 5: This Ordinance shall take effect and be enforce from and after its passage, approval, and publication as required by law. In lieu of publication of the entire Ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 10<sup>th</sup> day of February 2011.

CITY OF STAR  
Ada & Canyon Counties, Idaho

  
\_\_\_\_\_  
Nathan Mitchell, Mayor

ATTEST:

  
\_\_\_\_\_  
Cathy Ward, City Clerk



RECEIVED  
APR 22 2011  
TECHNICAL SUPPORT

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City Clerk  
City of Star  
P.O. Box 130  
Star, Idaho 83669

## DEVELOPMENT AGREEMENT

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 Laraway Investments, LLC, Lawrence C. Laraway and Bonnie A. Laraway, hereinafter collectively referred to as "Owners".

WHEREAS, the Owners own contiguous parcels of land of approximately 21.02 acres in size, currently located within the County of Ada, zoned RUT under Ada County Zoning Ordinance and more particularly described in Exhibit A-1 which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owners have 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 at Title 8, Chapter 10, 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 annexed into the City in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designations for various parcels within the Property as set forth in Exhibit A-2, which is attached hereto and incorporated herein by this reference.

WHEREAS, Owners filed with the City of Star Planning and Zoning Department, a Request for Annexation of the Property and Zoning upon Annexation, as File No. AZ 09-01, so that the City can review all of 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 the 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 the Owners, 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 10.

**Section 2. Development and Uses.**

**2.1 Development Acreage.** Owners are allowed to develop 21.02 acres as follows:

Neighborhood Business District (C-1) – 12.04 acres  
Limited Office (LO) – 8.98 acres

**2.2 Permitted Uses.** The City allows those uses designated as “P” in the applicable zone as described in the Star City Code Zoning Ordinance in effect on the date the City approves this application File No. AZ 09-01 and as shown on Exhibit C. The City acknowledges that this Agreement specifically allows reasonable rights of property ownership for recreational privileges on the subject property and this Agreement specifically allows public hunting during established hunting seasons, pursuant to all federal, state and local hunting laws and ordinances.

**2.3 Conditional Uses.** The City conditionally allows those uses designated as “C” in the applicable zone as described in the Star City Code Zoning Ordinance in effect on the date the City approves this application File No. AZ 09-01 and as shown on Exhibit C, subject to such conditions as may be placed thereupon after public hearing before the City Council.

**2.4 Prohibited Uses.** Unless otherwise provided herein, the City prohibits those uses described as “N” in the applicable zone as described in the Star City Code Zoning Ordinance in effect on the date the City approves this application File No. AZ 09-01 and as shown on Exhibit C.

**2.5 Gravel Extraction.** Pursuant to Exhibit C, the parties have added the Land Uses of Gravel Extraction and Pit, Mine, Quarry for the Property, contingent upon issuance of a Conditional Use Permit. Gravel may be extracted for use solely on the Property without issuance of a Conditional Use Permit, including gravel used on the Property for the proposed Highway 16 extension.

**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 Owners change or expand 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, Owners 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 the Owners before a Final Plat Approval or Occupancy permit will be granted. Failure to comply or bond for completion of the conditions within the time frame established in the subdivision plat approval conditions, the Star City Ordinances or the terms of this Agreement shall result in a default of this Agreement by the Owners. The Owner may be allowed to bond for certain conditions at one hundred and twenty percent (120%) of the estimated cost of completion pursuant to Star City Ordinances.

**2.8 Non-Permitted Uses.** The parties acknowledge and agree that the Idaho Department of Transportation ("IDOT") is in the process of attempting to acquire right of way for the extension of Highway 16, which right-of-way projected to be acquired by IDOT is hereby described in Exhibit B attached hereto (the "Right-of-Way Property"). The City requires, as a condition to entering into this Agreement and as consideration for entering into this Agreement, that Owner agree, for a period of twenty-four (24) months following the effective date of this Agreement, to refrain from constructing improvements on the Right-of-Way Property in order to alleviate the requirement of the IDOT to pay Owner for newly constructed improvements upon the Right-of-Way Property. Owner agrees to such non-improvement restriction, which shall not restrict Owner from maintaining existing improvements and conducting normal and historical agricultural operations upon the Right-of-Way Property during the twenty-four month restrictive term. However, in the event that the IDOT asserts that the non-improvement covenant contained herein results in any devaluation or diminution of the fair market value of the Right-of-Way Property by reason of this restriction, upon such assertion by IDOT, its agents, appraisers, contractors or representatives, this paragraph and restriction shall be deemed void ab initio.

**Section 3. Affidavit of Property Owners.** 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 the Owner, their 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, the 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 received final plat approval shall revert to R-T Zoning. All uses of such property, which are not consistent with R-T Zoning, shall cease. A waiver by the City of Star for any default by the Owners 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. The Owners, by entering into this Agreement, do hereby consent to a reversion of the subject property to R-T zoning 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, adjacent property and other residential property near the Property and shall run with the land. This Agreement shall be binding on the City and the Owners, 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 Ordinances, Title 8, Chapter 10.

**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 Clerk  
City of Star  
P.O Box 130  
Star, Idaho 83669

Owner(s): Laraway Investments, LLC  
Attention: Lawrence Laraway  
8885 W. State Street  
Star, Idaho 83669

**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.

**7.7 Time is of the Essence.** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the other party so failing to perform.

**7.8 Invalid Provisions.** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.

**IN WITNESS WHEREOF,** the parties have hereunto caused this Agreement to be executed, on the day and year set forth below.

Dated this 31 day of Jan, 2010.  
*Hth* *February*

CITY OF STAR

By: *Nathan Mitchell*  
Nathan Mitchell, Mayor

ATTEST:

*Cathy Ward*  
Cathy Ward, City Clerk



LARAWAY INVESTMENTS, L.L.C.

By: *Lawrence C. Laraway*  
Its: *Partner*

STATE OF IDAHO    )  
                                  )ss.  
County of Ada     )

On this 31<sup>st</sup> day of January, in the year 2010, before me, the undersigned, a Notary Public in and for the State, personally appeared Lawrence C. Laraway known to me to be a Partner of the Laraway Investments LLC that executed the said instrument, and acknowledged to me that he/she 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.



*Lynda L. Noah*  
Notary Public for Idaho  
Residing at *Kuna, Idaho*  
My Commission expires: *8/16/2016*

Lawrence C. Laraway  
Lawrence C. Laraway

STATE OF IDAHO )  
                          ) ss.  
County of Ada )

On this 31<sup>st</sup> day of January, 2010, before me, Lynda L. Noah, a Notary Public in and for said state, duly commissioned and sworn, personally appeared Lawrence C. Laraway, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.



Lynda L. Noah  
Notary Public for Idaho  
Residing at Kuna, Idaho  
My commission expires 8/16, 2016

Bonnie A. Laraway  
Bonnie A. Laraway

STATE OF IDAHO )  
                          ) ss.  
County of Ada )

On this 31<sup>st</sup> day of January, 2010, before me, Lynda L. Noah, a Notary Public in and for said state, duly commissioned and sworn, personally appeared Bonnie A. Laraway, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she 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.



Lynda L. Noah  
Notary Public for Idaho  
Residing at Kuna, Idaho  
My commission expires 8/16, 2016

## EXHIBIT A-1

### Legal Description of the Laraway/Laraway Investments Annexation Property

A parcel of land located in Section 16, T.4N., R.1W., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the Northeast corner of said Section 16; thence along the north boundary of said Section 16 North  $89^{\circ}35'48''$  West, 1637.53 feet; thence South  $01^{\circ}08'54''$  West, 884.02 feet; thence North  $89^{\circ}11'09''$  West, 972.14 feet to the **POINT OF BEGINNING**;

Thence South  $00^{\circ}36'27''$  West, 600.76 feet;

Thence North  $89^{\circ}13'02''$  West, 559.96 feet;

Thence North  $83^{\circ}17'08''$  West, 94.64 feet;

Thence North  $01^{\circ}01'50''$  East, 1471.69 feet to a point on the north line of the NW  $\frac{1}{4}$  of said Section 16, said point being on the existing Star City Limits boundary;

Thence along said north line and city limits boundary, South  $89^{\circ}32'27''$  East, 185.76 feet;

Thence South  $01^{\circ}04'45''$  West, 97.77 feet to a point on the South right-of-way of State Highway 44;

Thence along said right-of-way:

Thence South  $88^{\circ}55'15''$  East, 74.82 feet to a point of curvature;

Thence 383.44 feet along the arc of a curve to the right, said curve having a radius of 114623.50 feet, a delta angle of  $00^{\circ}11'30''$ , and a long chord bearing South  $88^{\circ}49'30''$  East (formerly South  $89^{\circ}08'04''$  East), 383.44 feet;

Thence leaving said right-of-way South  $00^{\circ}36'27''$  West, 780.97 feet to the **POINT OF BEGINNING**. Containing 21.02 acres, more or less.

## EXHIBIT A-2

### Legal Descriptions of the Laraway/Laraway Investments Property by Zoning Designation

#### L-O ZONE

A parcel of land located in Section 16, T.4N., R.1W., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the Northeast corner of said Section 16; thence along the north boundary of said Section 16 North 89°35'48" West, 1637.53 feet; thence South 01°08'54" West, 884.02 feet; thence North 89°11'09" West, 972.14 feet to the **POINT OF BEGINNING**;

Thence South 00°36'27" West, 600.76 feet;

Thence North 89°13'02" West, 559.96 feet;

Thence North 83°17'08" West, 94.64 feet to a point on the West boundary of Parcel II as shown on ROS No. 3404, Ada County records;

Thence along said West boundary North 01°01'50" East, 591.34 feet;

Thence departing said West boundary South 89°11'09" East, 649.70 feet to the **POINT OF BEGINNING**. Containing 8.98 acres, more or less.

#### C-1 ZONE

A parcel of land located in Section 16, T.4N., R.1W., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the Northeast corner of said Section 16; thence along the north boundary of said Section 16 North 89°35'48" West, 1637.53 feet; thence South 01°08'54" West, 884.02 feet; thence North 89°11'09" West, 972.14 feet to the **POINT OF BEGINNING**;

Thence continuing North 89°11'09" West, 649.70 feet;

Thence North 01°01'50" East, 784.59 feet to a point on the South right-of-way of State Highway 44;

Thence continuing North 01°01'50" East, 95.76 feet to a point on the north line of the NW ¼ of said Section 16, said point being on the existing Star City Limits boundary;

Thence along said north line and city limits boundary, South 89°32'27" East, 185.76 feet;

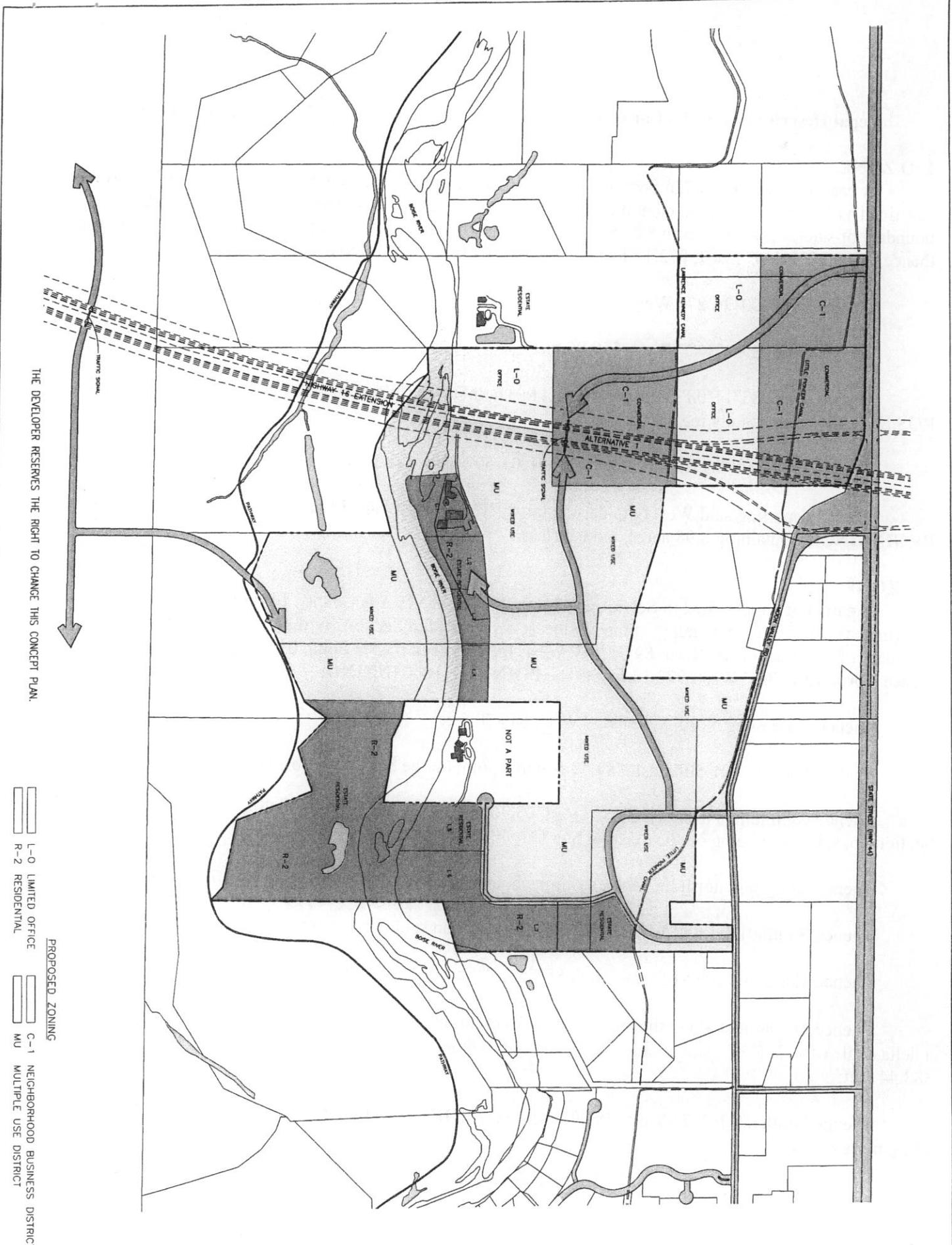
Thence South 01°04'45" West, 97.77 feet to a point on said South right-of-way of State Highway 44;

Thence along said right-of-way South 88°55'15" East, 74.82 feet to a point of curvature;

Thence 383.44 feet along the arc of a curve to the right, said curve having a radius of 114623.50 feet, a delta angle of 00°11'30", and a long chord bearing South 88°49'30" East (formerly South 89°08'04" East), 383.44 feet;

Thence South 00°36'27" West, 780.97 feet to the **POINT OF BEGINNING**. Containing 12.04 acres, more or less.

# EXHIBIT B



THE DEVELOPER RESERVES THE RIGHT TO CHANGE THIS CONCEPT PLAN.

- PROPOSED ZONING
-  L-0 LIMITED OFFICE
  -  R-2 RESIDENTIAL
  -  MU MULTIPLE USE DISTRICT
  -  C-1 NEIGHBORHOOD BUSINESS DISTRICT

|   |  |
|---|--|
| <p><b>SUNDANCE SITE</b><br/>SECTIONS 15 &amp; 16, T.4N. R.1W., S.M.</p> <p><b>ENGINEERING SOLUTIONS</b><br/>12123 N. HOSKING ST. STE. 100<br/>MILWAUKEE, WI 53222<br/>Phone: (262) 538-0888 Fax: (262) 538-0841</p> | <p>DATE: 11/10/09</p> <p>SCALE: 1" = 100'</p> <p><b>SITE</b></p> |
|   | <p>CONCEPTUAL PLAN</p>   |

**EXHIBIT C**

"P"= ALLOWED USE

"C"= CONDITIONAL USE PERMIT REQ.

"N"= NOT ALLOWED

**"PERMITTED USES"**

**DISTRICTS**

| <b>LAND USES</b>                         | <b>R</b> | <b>LO</b> | <b>C-1</b> | <b>MU</b> |
|--|----------|-----------|------------|-----------|
| Accessory structure                      | P        | C         | C          | C         |
| Accessory uses                           | C        | C         | C          | C         |
| Adult business                           | N        | N         | N          | N         |
| Agricultural and forest                  | C        | N         | N          | N         |
| Airport/airstrip                         | N        | N         | N          | N         |
| Apartment house                          | C        | C         | N          | C         |
| Arts studio                              | N        | C         | C          | C         |
| Asphalt plant                            | N        | N         | N          | N         |
| Auction facility                         | N        | N         | C          | C         |
| Automotive fuel station                  | N        | C         | P          | C         |
| Automotive hobby                         | P        | P         | N          | P         |
| Automotive repair facility               | N        | C         | P          | C         |
| Automotive sales                         | N        | N         | C          | N         |
| Automotive washing facility              | N        | C         | P          | C         |
| Automotive wrecking yard                 | N        | N         | N          | N         |
| Bakery plant (wholesale)                 | N        | N         | N          | N         |
| Bank/financial institutions              | N        | P         | P          | C         |
| Bar, brewpub                             | N        | C         | C          | C         |
| Barbershop/styling station               | C        | C         | P          | P         |
| Bed and breakfast                        | C        | C         | C          | C         |
| Beverage bottling plant                  | N        | N         | N          | N         |
| Billboard manufacturing plant            | N        | N         | N          | N         |
| Boarding house                           | C        | C         | C          | C         |
| Building supply outlet                   | N        | N         | C          | N         |
| Campground                               | N        | N         | N          | C         |
| Cement or clay products manufacturing    | C        | N         | P          | C         |
| Cemetery                                 | N        | N         | N          | N         |
| Chemical manufacturing plant and storage | N        | N         | N          | N         |
| Childcare – daycare center               | N        | C         | C          | C         |
| Childcare – family daycare               | C        | C         | C          | C         |
| Childcare – group daycare                | C        | C         | C          | C         |
| Church                                   | C        | C         | C          | C         |
| Club of lodge                            | N        | C         | P          | C         |
| Commercial mining                        | N        | N         | N          | N         |

|                                       |   |   |   |   |
|---------------------------------------|---|---|---|---|
| Concrete batch plant                  | N | N | N | N |
| Condominium                           | C | N | N | C |
| Contractors yard                      | N | N | N | N |
| Convenience store                     | N | C | P | C |
| Dairy farm                            | N | N | N | N |
| Dairy products processing plant       | N | N | N | N |
| Drive-up window service               | N | C | C | C |
| Drugstore                             | N | C | P | P |
| Dwelling, multi-family                | C | C | N | C |
| Dwelling, single family               | P | C | P | C |
| Dwelling, two-family                  | P | C | C | C |
| Entertainment facility (indoor)       | N | C | C | C |
| Entertainment facility (outdoor)      | N | N | C | N |
| Fabrication shop                      | N | N | N | N |
| Farm                                  | N | N | N | N |
| Feedlot and stockyard                 | N | N | N | N |
| Fireworks stand                       | N | N | C | N |
| Food processing plant                 | N | N | N | N |
| Food stand                            | N | C | C | C |
| Furniture manufacturing plant         | N | N | C | N |
| Golf course, golf driving range       | N | N | C | N |
| Government office                     | N | P | P | P |
| Grain storage                         | N | N | N | N |
| Gravel Extraction                     | C | C | C | C |
| Greenhouse                            | C | N | C | N |
| Heliport                              | N | N | N | N |
| Home occupation                       | P | P | N | P |
| Hospital                              | N | N | C | C |
| Hotel                                 | N | C | P | C |
| Ice manufacturing plant, cold storage | N | N | N | N |
| Kennel                                | N | N | C | N |
| Laboratory, medical, dental, optical  | C | C | P | P |
| Lagoon                                | N | N | N | N |
| Laundromat                            | N | C | P | C |
| Laundry                               | N | N | C | N |
| Library                               | C | P | P | P |
| Manufactured home manufacturing plant | N | N | N | N |
| Manufactured home park                | C | N | C | N |
| Manufactured home (single unit)       | P | C | C | C |
| Massage spa                           | N | C | C | C |
| Medical clinic                        | C | C | P | C |
| Monument works                        | N | N | N | N |

|                                   |   |   |   |   |
|-----------------------------------|---|---|---|---|
| Mortuary                          | N | N | C | C |
| Motel                             | N | C | P | C |
| Museum                            | C | C | P | P |
| Newspaper                         | N | C | P | C |
| Nightclub                         | N | C | C | C |
| Nursery, plants                   | N | N | P | N |
| Nursing home/retirement home      | C | N | C | C |
| Office security facility          | N | C | C | C |
| Park                              | C | C | C | C |
| Parking lot, parking garage       | C | C | C | C |
| Pawnshop                          | N | N | P | C |
| Petroleum storage yard            | N | N | N | N |
| Photographic studio               | C | P | P | P |
| Pit, Mine, Quarry                 | C | C | C | C |
| Planned Unit Development          | C | C | C | C |
| Ponds                             | C | C | C | C |
| Professional offices              | N | P | P | P |
| Public service facility           | C | C | C | C |
| Public utility yard               | N | N | N | N |
| Radio station                     | N | P | P | P |
| Recreational vehicle park         | N | N | C | C |
| Recycling operation               | N | N | N | N |
| Rendering plant                   | N | N | N | N |
| Research activities               | N | N | N | C |
| Restaurant                        | C | P | P | P |
| Retail sales and service          | N | P | P | P |
| Roadside stand (temporary)        | C | N | C | N |
| Sand or gravel yard               | N | N | C | N |
| School                            | C | C | C | C |
| Service building                  | C | C | C | C |
| Shooting range                    | N | N | C | N |
| Shopping center                   | N | N | C | C |
| Signs                             | C | P | P | P |
| Slaughterhouse, meatpacking plant | N | N | N | N |
| Small engine repair shop          | N | N | P | C |
| Stable                            | N | N | N | N |
| Storage facility                  | N | C | C | C |
| Swimming pool, commercial         | C | N | C | C |
| Swimming pool, private            | P | N | N | P |
| Television Station                | N | P | P | P |
| Terminal yard, trucking           | N | N | N | N |
| Tower                             | N | N | N | N |



City Clerk  
City of Star  
P.O. Box 130  
Star, Idaho 83669

DEVELOPMENT AGREEMENT

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 Sundance Investments, L.L.P., Roger L. Anderson and Susan I. Anderson, hereinafter collectively referred to as "Owners".

WHEREAS, the Owners own contiguous parcels of land of approximately 267.89 acres in size, currently located within the County of Ada, zoned RUT under Ada County Zoning Ordinance and more particularly described in Exhibit A-1 which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owners have 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 at Title 8, Chapter 10, 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 annexed into the City in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designations for various parcels within the Property as set forth in Exhibit A-1.

WHEREAS, Owners filed with the City of Star Planning and Zoning Department, a Request for Annexation of the Property and Zoning upon Annexation, as File No. AZ 09-01, so that the City can review all of 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 the 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 the Owners, 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 10.

**Section 2. Development and Uses.**

**2.1 Development Acreage.** Owners are allowed to develop 267.89 acres as follows:

Residential (R-2) - 72.75 acres  
Mixed Use (MU) – 133.42 acres  
Neighborhood Business District (C-1) – 36.92 acres  
Limited Office (LO) – 24.80 acres

**2.2 Permitted Uses.** The City allows those uses designated as “P” in the applicable zone as described in the Star City Code Zoning Ordinance in effect on the date the City approves this application File No. AZ 09-01 and as shown on Exhibit C. The City acknowledges that this Agreement specifically allows reasonable rights of property ownership for recreational privileges on the subject property and this Agreement specifically allows public hunting during established hunting seasons, pursuant to all federal, state and local hunting laws and ordinances.

**2.3 Conditional Uses.** The City conditionally allows those uses designated as “C” in the applicable zone as described in the Star City Code Zoning Ordinance in effect on the date the City approves this application File No. AZ 09-01 and as shown on Exhibit C, subject to such conditions as may be placed thereupon after public hearing before the City Council.

**2.4 Prohibited Uses.** Unless otherwise provided herein, the City prohibits those uses described as “N” in the applicable zone as described in the Star City Code Zoning Ordinance in effect on the date the City approves this application File No. AZ 09-01 and as shown on Exhibit C.

**2.5 Gravel Extraction.** Pursuant to Exhibit C, the parties have added the Land Uses of Gravel Extraction and Pit, Mine, Quarry for the Property, contingent upon issuance of a Conditional Use Permit. Gravel may be extracted for use solely on the Property without issuance of a Conditional Use Permit, including gravel used on the Property for the proposed Highway 16 extension.

**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 Owners change or expand 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, Owners 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 the Owners before a Final Plat Approval or Occupancy permit will be granted. Failure to comply or bond for completion of the conditions within the time frame established in the subdivision plat approval conditions, the Star City Ordinances or the terms of this Agreement shall result in a default of this Agreement by the Owners. The Owner may be allowed to bond for certain conditions at one hundred and twenty percent (120%) of the estimated cost of completion pursuant to Star City Ordinances.

**2.8 Non-Permitted Uses.** The parties acknowledge and agree that the Idaho Department of Transportation ("IDOT") is in the process of attempting to acquire right of way for the extension of Highway 16, which right-of-way projected to be acquired by IDOT is hereby described in Exhibit B attached hereto (the "Right-of-Way Property"). The City requires, as a condition to entering into this Agreement and as consideration for entering into this Agreement, that Owner agree, for a period of twenty-four (24) months following the effective date of this Agreement, to refrain from constructing improvements on the Right-of-Way Property in order to alleviate the requirement of the IDOT to pay Owner for newly constructed improvements upon the Right-of-Way Property. Owner agrees to such non-improvement restriction, which shall not restrict Owner from maintaining existing improvements and conducting normal and historical agricultural operations upon the Right-of-Way Property during the twenty-four month restrictive term. However, in the event that the IDOT asserts that the non-improvement covenant contained herein results in any devaluation or diminution of the fair market value of the Right-of-Way Property by reason of this restriction, upon such assertion by IDOT, its agents, appraisers, contractors or representatives, this paragraph and restriction shall be deemed void ab initio.

**Section 3. Affidavit of Property Owners.** 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 the Owner, their 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, the 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 received final plat approval shall revert to R-T Zoning. All uses of such property, which are not consistent with R-T Zoning, shall cease. A waiver by the City of star for any default by the Owners 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. The Owners, by entering into this Agreement, do hereby consent to a reversion of the subject property to R-T zoning 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 this 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, adjacent property and other residential property near the Property and shall run with the land. This Agreement shall be binding on the City and the Owners, 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 the Star City Ordinances, Title 8, Chapter 10.

**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 Clerk  
City of Star  
P.O Box 130  
Star, Idaho 83669

Owner(s): Sundance Investments, L.L.L.P.  
Attention: Roger L. Anderson  
9100 West Blackeagle Drive  
Boise, Idaho 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.

**7.7 Time is of the Essence.** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the other party so failing to perform.

**7.8 Invalid Provisions.** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.

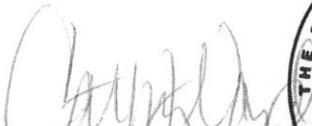
**IN WITNESS WHEREOF,** the parties have hereunto caused this Agreement to be executed, on the day and year set forth below.

Dated this 16<sup>th</sup> day of February, 2011.

CITY OF STAR

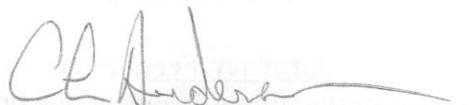
By:   
Nathan Mitchell, Mayor

ATTEST:

  
Cathy Ward, City Clerk



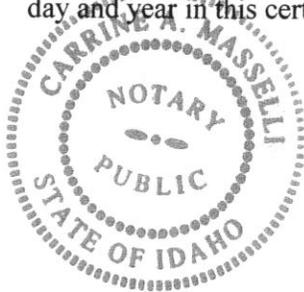
SUNDANCE INVESTMENTS, L.L.L.P.  
By: its General Partner, THE SUNDANCE  
COMPANY

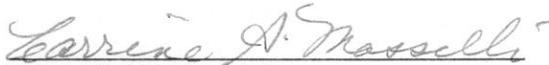
By:   
Christopher L. Anderson  
Its: President

STATE OF IDAHO     )  
                              )ss.  
County of Ada        )

On this 2nd day of February, in the year 2011, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Christopher L. Anderson, known to me to be the president of Sundance Investments, L.L.L.P., the limited liability limited partnership that executed the said instrument, and acknowledged to me that he 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 Boise, Idaho  
My Commission expires: 4/1/16



## EXHIBIT A-1

### Legal Description of the Sundance Annexation Property

A portion of Ada County Parcel No. S0416212420, all of Parcel No.'s S0416212406, S0416120870, S0416417400, S0416417550, S0415325601, S0415233664, S0415244401, R5506000200, and R3270004470, and Lot 2 Block 1 of Matt Subdivision, as same is recorded in Book 73 of Plats at Page 7509, and Lot 9 of R.L. Hon Subdivision, as same is recorded in Book 4 of Plats at Page 163, records of Ada County, Idaho, and portions of Sections 15 and 16, T.4N., R.1W., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the Northwest corner of said Section 15, from which the North  $\frac{1}{4}$  corner of said Section 15 bears South  $89^{\circ}06'20''$  East, 2643.84 feet; thence along the west boundary of said Section 15 South  $00^{\circ}39'51''$  West, 970.45 feet to a point on the southerly right-of-way of Moon Valley Road, the **POINT OF BEGINNING**;

Thence along said southerly right-of-way:

Thence South  $74^{\circ}38'38''$  East, 293.69 feet

Thence South  $73^{\circ}15'35''$  East, 137.43 feet to a point of curvature;

Thence 184.80 feet along the arc of a curve to the left, said curve having a radius of 533.00 feet, a delta angle of  $19^{\circ}51'56''$ , and a long chord bearing South  $83^{\circ}11'44''$  East, 183.88 feet to a point of tangency;

Thence North  $86^{\circ}47'51''$  East, 61.28 feet;

Thence leaving said southerly right-of-way South  $00^{\circ}42'29''$  West, 225.45 feet to the northwest corner of Lot 2, Block 1 of said Matt Subdivision;

Thence along the northerly boundary of said Lot 2:

Thence South  $89^{\circ}09'13''$  East, 659.95 feet;

Thence South  $00^{\circ}45'05''$  West, 179.73 feet;

Thence North  $88^{\circ}29'03''$  East, 161.24 feet;

Thence North  $01^{\circ}19'54''$  East, 450.35 feet to a point on said South right-of-way on Moon Valley Road;

Thence 140.46 feet along said right-of-way and along the arc of a curve to the right, said curve having a radius of 8288.38 feet, a delta angle of  $00^{\circ}58'23''$ , and a long chord bearing North  $89^{\circ}32'04''$  East, 140.76 feet;

Thence South  $89^{\circ}52'50''$  East, 53.08 feet to the northeast corner of said Lot 2;

Thence along the easterly boundary of said Lot 2, and along the easterly boundary of the 15.32 acre parcel as shown on Record of Survey No. 3271, filed as Instrument No. 95051737, records of Ada County, Idaho, South 00°36'23" West (record South 00°36'44" West), 1995.08 feet;

Thence along the southerly boundary of said 15.32 acre parcel South 73°55'23" West (record South 74°16'41" West), 381.90 feet to a point on the easterly boundary of that parcel of land shown on Record of Survey No. 1231, filed as Instrument No. 8812252, records of Ada County, Idaho;

Thence along the easterly and southerly boundaries of said parcel:

Thence South 00°57'41" West, 1665.84 feet;

Thence North 47°13'44" West, 134.99 feet;

Thence North 78°20'44" West, 493.42 feet;

Thence North 20°21'09" West, 583.30 feet;

Thence South 71°53'41" West, 334.34 feet;

Thence North 45°12'24" West, 293.86 feet;

Thence South 35°27'06" West, 198.00 feet;

Thence South 65°57'06" West, 455.08 feet to the southeast corner of that parcel of land shown on Record of Survey No. 143, filed as Instrument No. 8037663, records of Ada County, Idaho;

Thence along the southerly and westerly boundaries of said parcel:

Thence South 66°16'22" West (record South 65°00'00" West), 508.52 feet;

Thence North 67°13'38" West (record North 68°30'00" West), 349.69 feet;

Thence North 01°08'54" East (record North 00°07'28" West), 881.09 feet;

Thence South 76°18'11" West (record South 75°01'49" West), 178.21 feet;

Thence South 70°28'10" West (record South 69°11'48" West), 180.08 feet;

Thence South 81°28'46" West (record South 80°12'24" West), 170.55 feet;

Thence North 77°41'15" West (record North 78°57'37" West), 111.04 feet;

Thence North 63°01'06" West (record North 64°17'28" West), 192.58 feet;

Thence North 47°31'40" West (record North 48°48'02" West), 186.58 feet;

Thence North 50°39'14" West (record North 51°55'36" West), 259.08 feet;

Thence South 88°21'52" West (record South 87°05'30" West), 177.64 feet to a point on the North-South mid-section line of said Section 16;

Thence along said line North 01°05'36" East (record North 00°10'46" East), 1798.07 feet to the southeast corner of Parcel 1 as shown on Record of Survey No. 3404, filed as Instrument No. 95095389, records of Ada County, Idaho;

Thence along the easterly boundary of the said Parcel 1 North 00°36'27" East, 1381.73 feet to a point on the southerly right-of-way of State Highway 44;

Thence along said right-of-way:

Thence 382.73 feet along the arc of a curve to the right, said curve having a radius of 114623.50 feet (record 1102205.05 feet), a delta angle of 00°11'29" (record 00°23'28"), and a long chord bearing South 88°38'01" East (record South 89°47'57" East), 382.73 feet to a point of tangency;

Thence South 88°32'16" East, 258.52 feet (record South 89°47'57" East, 258.80 feet);

Thence leaving said right of way South 68°24'22" East (record South 69°40'44" East), 360.99 feet;

Thence South 01°08'54" West (record South 00°07'28" East), 1331.78 feet;

Thence South 84°15'08" East (record South 85°31'30" East), 336.19 feet;

Thence South 72°12'14" East (record South 73°28'36" East), 550.55 feet to a point on the easterly boundary of that parcel shown on said Record of Survey No. 1216;

Thence along the easterly and northerly boundary of said parcel:

Thence South 79°53'47" East, 505.28 feet;

Thence North 00°39'51" East, 957.73 feet to a point on the South right-of-way of said Moonlake Road;

Thence along said right-of-way South 74°38'38" East, 301.11 feet to the **POINT OF BEGINNING**.

#### **EXCLUDING THEREFROM:**

A parcel of land located in the SW ¼ of the NW ¼, and the NW ¼ of the SW ¼ of Section 15; and the NE ¼ of the SE ¼, and SE ¼ of the NE ¼ of Section 16, all in Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the corner common to Sections 9, 10, 15, and 16, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, from which corner the ¼ corner of said Sections 10 and 15 bears South 89°06'20" East, 2643.84 feet; thence southerly, along the line common to said Sections 15 and 16, South 00°39'51" West, 2322.24 feet to the **POINT OF BEGINNING**;

Thence South 89°20'09" East, 604.57 feet;

Thence, along a line parallel with the line common to said Sections 15 and 16, the following courses:

South  $00^{\circ}39'51''$  West, 323.26 feet to the southerly line of said NW  $\frac{1}{4}$  of Section 15;

Thence continuing South  $01^{\circ}16'57''$  West, 935.93 feet;

Thence, leaving said line, North  $80^{\circ}03'48''$  West, 169.90 feet;

Thence North  $81^{\circ}08'26''$  West, 171.29 feet;

Thence North  $88^{\circ}29'02''$  West, 121.80 feet;

Thence North  $64^{\circ}09'38''$  West, 159.41 feet to the line common to said Section 15 and 16, from which an aluminum cap monument, marking the meander corner #706 as shown on Record of Survey No. 1216, records of Ada County, Idaho, bears South  $01^{\circ}16'57''$  West, 537.35 feet;

Thence North  $79^{\circ}28'14''$  West, 124.12 feet;

Thence, along a line parallel with the line common to said Sections 15 and 16, the following courses:

Thence North  $01^{\circ}16'57''$  East, 794.78 feet to the northerly line of said SE  $\frac{1}{4}$  of Section 16;

Thence, continuing, North  $00^{\circ}39'51''$  East, 321.72 feet;

Thence, leaving said line, South  $89^{\circ}20'09''$  East, 122.51 feet to the **POINT OF BEGINNING**.

Said exclusion parcel containing 20.00 acres, more or less. Total site area comprises 267.89 acres, more or less.

This description was prepared from best fit analysis of data of record and does not represent a field survey of the subject properties. Basis of Bearings from Record of Survey No. 1216.

## EXHIBIT A-2

### Legal Description of the Sundance Annexation Property by Zoning Designation

#### R-2 ZONE

Parcels of land located in Sections 15 & 16, T.4N., R.1W., B.M., Ada County, Idaho, more particularly described as follows:

#### PARCEL A

Commencing at the Northwest corner of the said Section 15; thence along the north boundary of said Section 15 South 89°06'20" East, 1678.75 feet; thence South 00°36'23" West, 1749.94 feet to a point on the East line of Matt Subdivision, as same is recorded in Book 73 of Plats at Page 7509, Ada County records, said point being the **POINT OF BEGINNING**;

Thence continuing along said East line and the East line of that 15.32 acre parcel shown on ROS No. 3271, Ada County records, South 00°36'23" West, 1284.46 feet;

Thence South 73°55'23" West, 381.90 feet to a point on the East line of that parcel of land shown on ROS No. 1216, Ada County records;

Thence along the East and Southerly boundary of said parcel the following 8 courses and distances:

South 00°57'41" West, 1665.84 feet;

Thence North 47°13'44" West, 134.99 feet;

Thence North 78°20'44" West, 493.42 feet;

Thence North 20°21'09" West, 583.30 feet;

Thence South 71°53'41" West, 334.34 feet;

Thence North 45°12'24" West, 293.86 feet;

Thence South 35°27'06" West, 198.00 feet;

Thence South 65°57'06" West, 13.37 feet;

Thence departing said Southerly boundary North 01°16'57" East, 720.42 feet to the Southwest corner of Ada County Parcel No. S0415321001;

Thence along the Southerly and East boundary of said Parcel the following 6 courses and distances:

South 79°28'14" East, 124.12 feet;

Thence South 64°09'38" East, 159.41 feet;

Thence South 88°29'02" East, 121.80 feet;

Thence South 81°08'26" East, 171.29 feet;

Thence South 80°03'48" East, 169.90 feet;

Thence North 01°16'57" East, 730.43 feet;

Thence departing said East boundary South 88°42'23" East, 654.67 feet;

Thence North 45°57'11" East, 83.54 feet;

Thence North 00°36'23" East, 729.92 feet;

Thence North 20°35'04" West, 176.10 feet;

Thence North 59°04'11" East, 283.40 feet;

Thence South 89°23'37" East, 187.32 feet to the **POINT OF BEGINNING**. Containing 50.89 acres, more or less.

PARCEL B

Commencing at the Northwest corner of the said Section 15; thence along the west boundary of said Section 15 South 00°39'51" West, 3159.39 feet; thence North 89°20'09" West, 128.08 feet to the **POINT OF BEGINNING**;

Thence South 85°32'29" West, 673.49 feet;

Thence South 58°58'43" West, 612.16 feet to the Northwest corner of Parcel 2 as shown on ROS No. 143, Ada County records;

Thence along the Southerly boundary of Parcel 1 as shown on said Survey the following 6 courses and distances:

South 76°18'11" West, 178.21 feet;

Thence South 70°28'10" West, 180.08 feet;

Thence South 81°28'46" West, 170.55 feet;

Thence North 77°41'15" West, 111.04 feet;

Thence North 63°01'06" West, 192.58 feet;

Thence North 47°31'40" West, 119.20 feet;

Thence departing said Southerly boundary North 09°27'22" East, 222.98 feet;

Thence North 67°24'18" East, 943.05 feet;

Thence North 84°59'10" East, 584.99 feet;

Thence South 88°42'23" East, 592.79 feet;

Thence South 01°16'57" West, 316.14 feet to the **POINT OF BEGINNING**. Containing 21.86 acres, more or less.

#### **L-O ZONE**

Parcels of land located in Section 16, T.4N., R.1W., B.M., Ada County, Idaho, more particularly described as follows:

#### PARCEL A

Commencing at the Northeast corner of said Section 16; thence along the north boundary of said Section 16 North 89°35'48" West, 1637.53 feet; thence South 01°08'54" West, 884.02 feet to the **POINT OF BEGINNING**;

Thence continuing South 01°08'54" West, 600.24 feet;

Thence North 89°13'02" West, 966.47 feet;

Thence North 00°36'27" East, 600.76 feet;

Thence South 89°11'09" East, 972.14 feet to the **POINT OF BEGINNING**. Containing 13.36 acres, more or less.

#### PARCEL B

Commencing at the Northeast corner of said Section 16; thence along the north boundary of said Section 16 North 89°35'48" West, 1637.53 feet; thence South 01°08'54" West, 2389.50 feet; thence North 88°54'24" West, 373.23 feet to the **POINT OF BEGINNING**;

Thence South 09°27'22" West, 1106.32 feet to a point on the Southerly boundary of Parcel 1 as shown on ROS No. 143, Ada County records;

Thence along said Southerly and West boundary of said Parcel 1 the following 4 courses and distances:

North 47°31'40" West, 67.38 feet;

Thence North 50°39'14" West, 259.08 feet;

Thence South 88°21'52" West, 177.64 feet;

Thence North 01°05'36" East and along the East line of Parcel II as shown on ROS No. 3404, Ada County records, a distance of 898.07 feet;

Thence departing said East line South 88°54'24" East, 592.35 feet to the **POINT OF BEGINNING**. Containing 11.44 acres, more or less.

**M-U ZONE**

Parcels of land located in Sections 15 & 16, T.4N., R.1W., B.M., Ada County, Idaho, more particularly described as follows:

PARCEL A

Commencing at the Northwest corner of the said Section 15; thence along the west boundary of said Section 15 South  $00^{\circ}39'51''$  West, 970.45 feet to a point on the southerly right-of-way of Moon Valley Road, the **POINT OF BEGINNING**;

Thence along said southerly right-of-way:

Thence South  $74^{\circ}38'38''$  East, 293.69 feet

Thence South  $73^{\circ}15'35''$  East, 137.43 feet;

Thence 184.80 feet along the arc of a curve to the left, said curve having a radius of 533.00 feet, a delta angle of  $19^{\circ}51'56''$ , and a long chord bearing South  $83^{\circ}11'44''$  East, 183.88 feet;

Thence North  $86^{\circ}47'51''$  East, 61.28 feet;

Thence leaving said southerly right-of-way South  $00^{\circ}42'29''$  West, 225.45 feet to the northwest corner of Lot 2, Block 1 of Matt Subdivision, as filed for record in Book 73 of Plats at Page 7509, records of Ada County, Idaho;

Thence along the northerly boundary of said Lot 2:

Thence South  $89^{\circ}09'13''$  East, 659.95 feet;

Thence South  $00^{\circ}45'05''$  West, 179.73 feet;

Thence North  $88^{\circ}29'03''$  East, 161.24 feet;

Thence North  $01^{\circ}19'54''$  East, 450.35 feet to a point on the South right-of-way of Moon Valley Road;

Thence 140.46 feet along said right-of-way and the arc of a non-tangent curve to the right, said curve having a radius of 8288.38 feet, a delta angle of  $00^{\circ}58'23''$ , and a long chord bearing North  $89^{\circ}32'04''$  East, 140.76 feet;

Thence South  $89^{\circ}52'50''$  East, 53.08 feet to the northeast corner of said Lot 2;

Thence along the easterly boundary of said Lot 2 South  $00^{\circ}36'23''$  West (formerly South  $00^{\circ}36'44''$  West), 710.62 feet;

Thence North  $89^{\circ}23'37''$  West, 187.32 feet;

Thence South  $59^{\circ}04'11''$  West, 283.40 feet;

Thence South  $20^{\circ}35'04''$  East, 176.10 feet;

Thence South 00°36'23" West, 729.92 feet;

Thence South 45°57'11" West, 83.54 feet;

Thence North 88°42'23" West, 654.67 feet to a point on the East boundary of Ada County Parcel No. S0415321001;

Thence along the exterior boundary of said Parcel North 01°16'57" East, 205.50 feet;

Thence North 00°39'51" East, 323.26 feet;

Thence North 89°20'09" West, 727.08 feet;

Thence South 00°39'51" West, 321.72 feet;

Thence South 01°16'57" West, 199.32 feet;

Thence departing the West boundary of said Parcel North 88°42'23" West, 592.79 feet to the Northeast corner of the 5.29 acre parcel of land shown on ROS No. 230, Ada County records;

Thence South 84°59'10" West, 584.99 feet;

Thence South 67°24'18" West, 943.05 feet;

Thence North 09°27'22" East, 883.34 feet;

Thence South 88°54'24" East, 373.23 feet;

Thence North 01°08'54" East, 819.99 feet to the Southwest corner of Ada County Parcel No. S0416120625;

Thence along the Southerly boundary of said Parcel and the Southerly boundary of Parcel No. S041611027 and the Southerly and East boundary of Parcel No. S0416110300 for the following 4 courses and distances:

South 84°15'08" East, 336.19 feet;

Thence South 72°12'14" East, 550.55 feet;

Thence South 79°53'47" East, 505.28 feet;

Thence North 00°39'51" East, 957.73 feet to a point on the Southerly right-of-way of Moon Valley Road;

Thence South 74°38'38" East, 301.11 feet to the **POINT OF BEGINNING**. Containing 102.89 acres, more or less.

PARCEL B

Commencing at the Northwest corner of the said Section 15; thence along the west boundary of said Section 15 South  $00^{\circ}39'51''$  West, 3159.39 feet; thence North  $89^{\circ}20'09''$  West, 128.08 feet to a point on the West boundary of Ada County Parcel No. S0415321001, said point being the **POINT OF BEGINNING**;

Thence along said West boundary and said boundary extended South  $01^{\circ}16'57''$  West, 999.74 feet to the Southwest corner of that property shown on ROS No. 1231, Ada County records;

Thence along the Southerly and West boundary of Parcel 2 shown on ROS No. 143, Ada County records, South  $65^{\circ}57'06''$  West, 441.71 feet;

Thence South  $66^{\circ}16'22''$  West, 508.52 feet;

Thence North  $67^{\circ}13'38''$  West, 349.69 feet;

Thence North  $01^{\circ}08'54''$  East, 881.09 feet to the Northwest corner of said Parcel 2;

Thence North  $58^{\circ}58'43''$  East, 612.16 feet;

Thence North  $85^{\circ}32'29''$  East, 673.49 feet to the **POINT OF BEGINNING**. Containing 30.53 acres, more or less.

**C-1 ZONE**

Parcels of land located in Section 16, T.4N., R.1W., B.M., Ada County, Idaho, more particularly described as follows:

PARCEL A

Commencing at the Northeast corner of said Section 16; thence along the north boundary of said Section 16 North  $89^{\circ}35'48''$  West, 1637.53 feet; thence South  $01^{\circ}08'54''$  West, 237.73 feet to the **POINT OF BEGINNING**;

Thence continuing South  $01^{\circ}08'54''$  West, 646.29 feet;

Thence North  $89^{\circ}11'09''$  West, 972.14 feet;

Thence North  $00^{\circ}36'27''$  East, 780.97 feet to a point on the South right-of-way of State Highway 44;

Thence along said right-of-way:

Thence 382.73 feet along the arc of a curve to the right, said curve having a radius of 114623.50 feet, a delta angle of  $00^{\circ}11'49''$ , and a long chord bearing South  $88^{\circ}38'01''$  East (formerly South  $89^{\circ}47'57''$  East), 382.73 feet to a point of tangency;

Thence South  $88^{\circ}32'16''$  East, 258.52 feet;

Thence leaving said right-of-way South  $68^{\circ}24'22''$  East, 360.99 feet to the **POINT OF BEGINNING**. Containing 16.90 acres, more or less.

PARCEL B

Commencing at the Northeast corner of said Section 16; thence along the north boundary of said Section 16 North  $89^{\circ}35'48''$  West, 1637.53 feet; thence South  $01^{\circ}08'54''$  West, 1484.26 feet to the **POINT OF BEGINNING**;

Thence continuing South  $01^{\circ}08'54''$  West, 905.24 feet;

Thence North  $88^{\circ}54'24''$  West, 965.59 feet to a point on the East line of Parcel II as shown on ROS No. 3404, Ada County records;

Thence along said East line North  $01^{\circ}05'36''$  East, 900.00 feet to the Northeast corner of said Parcel II lying in the center of the Kennedy Lateral;

Thence South  $89^{\circ}13'02''$  East, 966.47 feet to the **POINT OF BEGINNING**. Containing 20.02 acres, more or less.

### Exhibit A-3

#### Legal Description of Exclusion Parcel

A parcel of land located in the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , and the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 15; and the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , and SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 16, all in Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the corner common to Sections 9, 10, 15, and 16, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, from which corner the  $\frac{1}{4}$  corner of said Sections 10 and 15 bears South  $89^{\circ}06'20''$  East, 2643.84 feet; thence southerly, along the line common to said Sections 15 and 16, South  $00^{\circ}39'51''$  West, 2322.24 feet to the **POINT OF BEGINNING**;

Thence South  $89^{\circ}20'09''$  East, 604.57 feet;

Thence, along a line parallel with the line common to said Sections 15 and 16, the following courses:

South  $00^{\circ}39'51''$  West, 323.26 feet to the southerly line of said NW  $\frac{1}{4}$  of Section 15;

Thence continuing South  $01^{\circ}16'57''$  West, 935.93 feet;

Thence, leaving said line, North  $80^{\circ}03'48''$  West, 169.90 feet;

Thence North  $81^{\circ}08'26''$  West, 171.29 feet;

Thence North  $88^{\circ}29'02''$  West, 121.80 feet;

Thence North  $64^{\circ}09'38''$  West, 159.41 feet to the line common to said Section 15 and 16, from which an aluminum cap monument, marking the meander corner #706 as shown on Record of Survey No. 1216, records of Ada County, Idaho, bears South  $01^{\circ}16'57''$  West, 537.35 feet;

Thence North  $79^{\circ}28'14''$  West, 124.12 feet;

Thence, along a line parallel with the line common to said Sections 15 and 16, the following courses:

Thence North  $01^{\circ}16'57''$  East, 794.78 feet to the northerly line of said SE  $\frac{1}{4}$  of Section 16;

Thence, continuing, North  $00^{\circ}39'51''$  East, 321.72 feet;

Thence, leaving said line, South  $89^{\circ}20'09''$  East, 122.51 feet to the **POINT OF BEGINNING**.

Said parcel containing 20.00 acres, more or less.

This description was prepared from best fit analysis of data of record and does not represent a field survey of the subject properties by Idaho Survey Group. Basis of Bearings from Record of Survey No. 1216.

# EXHIBIT B



THE DEVELOPER RESERVES THE RIGHT TO CHANGE THIS CONCEPT PLAN.

- PROPOSED ZONING**
- L-0 LIMITED OFFICE
  - R-2 RESIDENTIAL
  - C-1 NEIGHBORHOOD BUSINESS DISTRICT
  - MU MULTIPLE USE DISTRICT

|  |  |   |
|--|--|---|
| <p><b>SUNDANCE SITE</b><br/>SECTIONS 15 &amp; 16, T. 4N., R. 1W., S.M.</p> <p><b>CONCEPTUAL PLAN</b></p> | <p><b>ENGINEERING SOLUTIONS.</b></p> <p>1025 N. SHAWANO ST. STE. 100<br/>MILWAUKEE, WI 53233<br/>Phone: (414) 333-3333 Fax: (414) 333-3333</p> | <p>DATE: 11/11/09<br/>SCALE: 1"=200'<br/>SHEET: 1 OF 1<br/>SITE</p> |
|--|--|---|

**EXHIBIT C**

"P"= ALLOWED USE

"C"= CONDITIONAL USE PERMIT REQ.

"N"= NOT ALLOWED

**"PERMITTED USES"**

**DISTRICTS**

| <b>LAND USES</b>                         | <b>R</b> | <b>LO</b> | <b>C-1</b> | <b>MU</b> |
|--|----------|-----------|------------|-----------|
| Accessory structure                      | P        | C         | C          | C         |
| Accessory uses                           | C        | C         | C          | C         |
| Adult business                           | N        | N         | N          | N         |
| Agricultural and forest                  | C        | N         | N          | N         |
| Airport/airstrip                         | N        | N         | N          | N         |
| Apartment house                          | C        | C         | N          | C         |
| Arts studio                              | N        | C         | C          | C         |
| Asphalt plant                            | N        | N         | N          | N         |
| Auction facility                         | N        | N         | C          | C         |
| Automotive fuel station                  | N        | C         | P          | C         |
| Automotive hobby                         | P        | P         | N          | P         |
| Automotive repair facility               | N        | C         | P          | C         |
| Automotive sales                         | N        | N         | C          | N         |
| Automotive washing facility              | N        | C         | P          | C         |
| Automotive wrecking yard                 | N        | N         | N          | N         |
| Bakery plant (wholesale)                 | N        | N         | N          | N         |
| Bank/financial institutions              | N        | P         | P          | C         |
| Bar, brewpub                             | N        | C         | C          | C         |
| Barbershop/styling station               | C        | C         | P          | P         |
| Bed and breakfast                        | C        | C         | C          | C         |
| Beverage bottling plant                  | N        | N         | N          | N         |
| Billboard manufacturing plant            | N        | N         | N          | N         |
| Boarding house                           | C        | C         | C          | C         |
| Building supply outlet                   | N        | N         | C          | N         |
| Campground                               | N        | N         | N          | C         |
| Cement or clay products manufacturing    | C        | N         | P          | C         |
| Cemetery                                 | N        | N         | N          | N         |
| Chemical manufacturing plant and storage | N        | N         | N          | N         |
| Childcare – daycare center               | N        | C         | C          | C         |
| Childcare – family daycare               | C        | C         | C          | C         |
| Childcare – group daycare                | C        | C         | C          | C         |
| Church                                   | C        | C         | C          | C         |
| Club of lodge                            | N        | C         | P          | C         |
| Commercial mining                        | N        | N         | N          | N         |

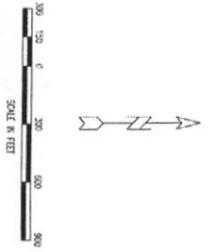
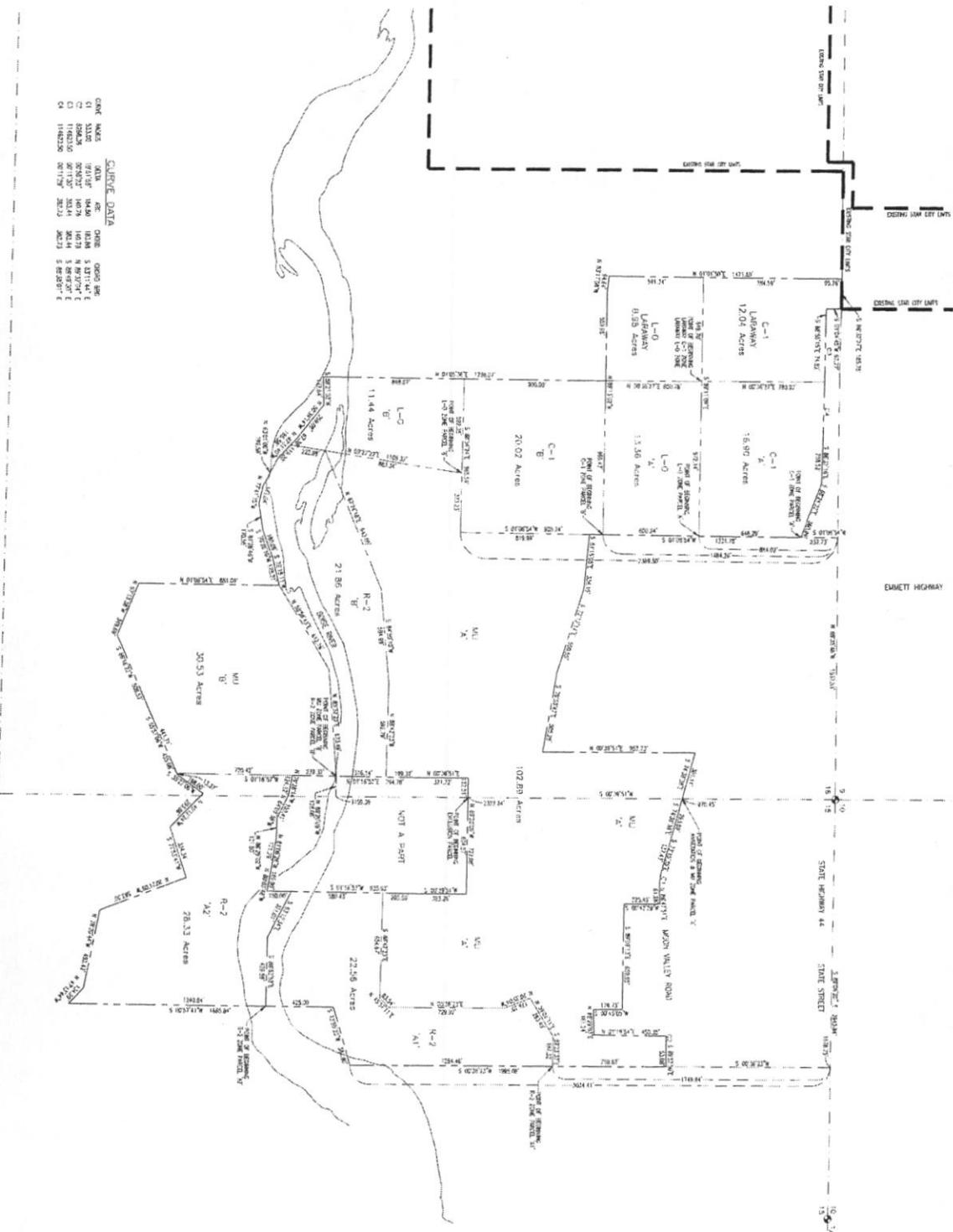
|                                       |   |   |   |   |
|---------------------------------------|---|---|---|---|
| Concrete batch plant                  | N | N | N | N |
| Condominium                           | C | N | N | C |
| Contractors yard                      | N | N | N | N |
| Convenience store                     | N | C | P | C |
| Dairy farm                            | N | N | N | N |
| Dairy products processing plant       | N | N | N | N |
| Drive-up window service               | N | C | C | C |
| Drugstore                             | N | C | P | P |
| Dwelling, multi-family                | C | C | N | C |
| Dwelling, single family               | P | C | P | C |
| Dwelling, two-family                  | P | C | C | C |
| Entertainment facility (indoor)       | N | C | C | C |
| Entertainment facility (outdoor)      | N | N | C | N |
| Fabrication shop                      | N | N | N | N |
| Farm                                  | N | N | N | N |
| Feedlot and stockyard                 | N | N | N | N |
| Fireworks stand                       | N | N | C | N |
| Food processing plant                 | N | N | N | N |
| Food stand                            | N | C | C | C |
| Furniture manufacturing plant         | N | N | C | N |
| Golf course, golf driving range       | N | N | C | N |
| Government office                     | N | P | P | P |
| Grain storage                         | N | N | N | N |
| Gravel Extraction                     | C | C | C | C |
| Greenhouse                            | C | N | C | N |
| Heliport                              | N | N | N | N |
| Home occupation                       | P | P | N | P |
| Hospital                              | N | N | C | C |
| Hotel                                 | N | C | P | C |
| Ice manufacturing plant, cold storage | N | N | N | N |
| Kennel                                | N | N | C | N |
| Laboratory, medical, dental, optical  | C | C | P | P |
| Lagoon                                | N | N | N | N |
| Laundromat                            | N | C | P | C |
| Laundry                               | N | N | C | N |
| Library                               | C | P | P | P |
| Manufactured home manufacturing plant | N | N | N | N |
| Manufactured home park                | C | N | C | N |
| Manufactured home (single unit)       | P | C | C | C |
| Massage spa                           | N | C | C | C |
| Medical clinic                        | C | C | P | C |
| Monument works                        | N | N | N | N |

|                                   |   |   |   |   |
|-----------------------------------|---|---|---|---|
| Mortuary                          | N | N | C | C |
| Motel                             | N | C | P | C |
| Museum                            | C | C | P | P |
| Newspaper                         | N | C | P | C |
| Nightclub                         | N | C | C | C |
| Nursery, plants                   | N | N | P | N |
| Nursing home/retirement home      | C | N | C | C |
| Office security facility          | N | C | C | C |
| Park                              | C | C | C | C |
| Parking lot, parking garage       | C | C | C | C |
| Pawnshop                          | N | N | P | C |
| Petroleum storage yard            | N | N | N | N |
| Photographic studio               | C | P | P | P |
| Pit, Mine, Quarry                 | C | C | C | C |
| Planned Unit Development          | C | C | C | C |
| Ponds                             | C | C | C | C |
| Professional offices              | N | P | P | P |
| Public service facility           | C | C | C | C |
| Public utility yard               | N | N | N | N |
| Radio station                     | N | P | P | P |
| Recreational vehicle park         | N | N | C | C |
| Recycling operation               | N | N | N | N |
| Rendering plant                   | N | N | N | N |
| Research activities               | N | N | N | C |
| Restaurant                        | C | P | P | P |
| Retail sales and service          | N | P | P | P |
| Roadside stand (temporary)        | C | N | C | N |
| Sand or gravel yard               | N | N | C | N |
| School                            | C | C | C | C |
| Service building                  | C | C | C | C |
| Shooting range                    | N | N | C | N |
| Shopping center                   | N | N | C | C |
| Signs                             | C | P | P | P |
| Slaughterhouse, meatpacking plant | N | N | N | N |
| Small engine repair shop          | N | N | P | C |
| Stable                            | N | N | N | N |
| Storage facility                  | N | C | C | C |
| Swimming pool, commercial         | C | N | C | C |
| Swimming pool, private            | P | N | N | P |
| Television Station                | N | P | P | P |
| Terminal yard, trucking           | N | N | N | N |
| Tower                             | N | N | N | N |



CLIFFE DATA

| CLIFFE | ACRES  | DATE     | OWNER     |
|--------|--------|----------|-----------|
| C1     | 120.04 | 04/20/00 | 000000000 |
| C2     | 15.90  | 04/20/00 | 000000000 |
| C3     | 11.44  | 04/20/00 | 000000000 |
| C4     | 13.56  | 04/20/00 | 000000000 |
| C5     | 20.02  | 04/20/00 | 000000000 |
| C6     | 21.95  | 04/20/00 | 000000000 |
| C7     | 20.53  | 04/20/00 | 000000000 |
| C8     | 20.33  | 04/20/00 | 000000000 |
| C9     | 22.56  | 04/20/00 | 000000000 |
| C10    | 102.80 | 04/20/00 | 000000000 |
| C11    | 107.80 | 04/20/00 | 000000000 |
| C12    | 107.80 | 04/20/00 | 000000000 |
| C13    | 107.80 | 04/20/00 | 000000000 |
| C14    | 107.80 | 04/20/00 | 000000000 |
| C15    | 107.80 | 04/20/00 | 000000000 |
| C16    | 107.80 | 04/20/00 | 000000000 |
| C17    | 107.80 | 04/20/00 | 000000000 |
| C18    | 107.80 | 04/20/00 | 000000000 |
| C19    | 107.80 | 04/20/00 | 000000000 |
| C20    | 107.80 | 04/20/00 | 000000000 |



|                            |   |  |
|----------------------------|---|--|
| <b>DES</b><br>SHEET 1 of 1 | <b>SUNDANCE/LARAWAY SITE</b>  | <b>ENGINEERING SOLUTIONS, LLC</b><br>1029 N. ROSARIO ST., STE. 100<br>MERIDIAN, IDAHO 83542<br>Phone (208) 938-0992 Fax (208) 938-0941 |
|                            | LOCATED IN SECTIONS 15 & 16 T.4N. R.1W. B.M.<br>STAR, ADA COUNTY, IDAHO |  |

