

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 the “City”, and WillowBrook Development, INC, Richard M. Phillips, hereinafter collectively referred to as “Owners”.

WHEREAS, the Owners own contiguous parcels of land of approximately 1553.9 acres in size, currently located within the Counties of Ada and Canyon and more particularly described in Exhibit A which is attached hereto and incorporated by reference herein (the “Property”);

WHEREAS, the 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, has the authority to enter into a development agreement for the purpose of allowing, by agreement, 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 the 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 in to the City in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designations for various parcels within the property as set forth within this Agreement;

WHEREAS, Owners filed with the City of Star a Request for Annexation of the Property and Zoning upon Annexation of R-2 DA, as File No. AZ 17-05, 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 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;

THEREFOR, 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.

Section 2. Development and Uses.

2.1 Development Acreage and Number of Residential Dwelling Units Permitted. Owner is allowed to develop approximately 1553.9 acres more specifically identified by metes and bounds description stamped by a licensed surveyor, dated August 6, 2018, and incorporated herein as Exhibit A as follows:

Low Density Residential R-2 allowing for a maximum of 2 dwelling units per acre permitting 3,108 residential dwelling units with development criteria as described in the Star City Code Title 8 Unified Development Code in effect on the date the City approves this application File No. AZ 17-05.

Neighborhood commercial areas are encouraged to allow for commercial services for residential neighborhoods and to limit trip lengths. Such commercial areas are to be submitted for approval with a Planned Unit Development application in accordance with Star City Code. Conditions shall be placed on any such use to provide for compatibility with existing or planned residential uses. These areas should front on a Collector or an Arterial street. Uses to be considered are those identified for Neighborhood Commercial (C-1) uses as described in Star City Code Title 8.

The Owner agrees to engage with the City and community in master planning in the comprehensive planning process.

2.2 Permitted Uses. The City allows those uses as designated as "P" in the applicable zone as described in the Star City Code Title 8 Unified Development Code in effect on the date the City approve this application File No. AZ 17-05.

2.3 Conditional Uses. The City conditionally allows those uses Designated as "C" in the applicable zone as described in the Star City Code Title 8 Unified Development Code in effect on the date

the City approve this application File No. AZ 17-05, subject to such conditions as may be placed thereupon after public hearing before City Council.

2.4 Prohibited Uses. Unless otherwise provided herein, the City prohibits those uses described as "N" in applicable zone as described in the Star City Code Title 8 Unified Development Code in effect on the date the City approve this application File No. AZ 17-05.

2.5 Gravel Extraction. Gravel may be extracted on the Property to create ponds or other similar features as approved with a concept plan, without issuance of a Conditional Use Permit, as long as the gravel is not hauled off-site and is not crushed.

2.6 Requirements prior to Preliminary Plat. Prior to preliminary plat of each of three portions of the Property as identified in Exhibit B, Owner shall provide a detailed concept plan for each. Concept plans shall include lot layouts, open space with amenities identified, and approximate road locations. Concept plans will identify adequate space for Police, Fire, School, and other necessary public service facilities. Each concept plan shall be reviewed under the public hearing process as outlined within Star City Code.

Prior to any preliminary plat approval, Owner shall provide a Traffic Impact Study, Geo-Technical reports, utility service and phasing plans for each concept plan, will serve letter from Star Sewer and Water District, The Traffic Impact Study shall be provided for the entire development prior to submitting the first preliminary plat. The scope of the traffic impact study shall be approved by ITD, ACHD, CHD4 and the City of Star prior to commencing work on the study.

2.7 Exaction of Private Property for Public Use. The following dedications are required:

- Ten (10) buildable acres shall be donated to the West Ada School District for the District's future construction of an elementary school.
- Ten (10) buildable acres shall be donated to Middleton School District for the District's future construction of an elementary school.
- An area of buildable land, size to be determined by the Star Fire District, shall be donated to the Star Fire District for the district's future construction of a life safety building.
- Approximately ½ acre of buildable land shall be donated to the City for the City's future construction of a Police Annex and City Services building.

2.8 Hillside Areas. Any portion of the development planned on land with areas of slopes between 10 to 25 percent, shall require a land stability study consisting of a soils and geology report prepared by a licensed professional engineer submitted to the City prior to any grading for construction of said land. Any portion of the property consisting of slopes of 25 percent or greater shall be prohibited for development, other than for natural terrain trails or micro paths approved by the City.

2.9 Transitional Buffer Area. A transitional buffer area for any land planned for development adjacent to any of the existing boundary of Hillsdale Estates, Star Ridge Estates and Monument Ridge subdivisions shall include residential lots of one acre minimum abutting the said boundaries (first tier). The transitional buffer area shall consist of between 300 and 500 feet with the 200-foot of margin allowed for reasonable lot and road layout configurations. As the lots transition away from the first tier of lots lot sizes may transition to smaller lots radiating away from the first tier.

Additionally, the Owner agrees to develop that portion of the Property within the existing Hillsdale Estates and Star Ridge subdivisions in a manner that will only allow for one new parcel adjoining any existing parcel of less than 2 acres in size.

2.10 Clustering. Clustering of housing is to be encouraged especially where needed to preserve hillsides and natural features.

2.11 Roadway Improvements. Unless provided for herein, all roadways built within the Property will be built in accordance with Ada County Highway District Standards. Roadways built within the portions of the Property identified in Exhibit C shall be developed to ACHD structural standards with standard rights of way width preserved, however roadways will be built without Curb, Gutter, and Sidewalk to match existing developed roadways. Roadways built within the Property may also be identified as Private and Gated. All Private, Gated portions of Roadways will meet all other requirements of the appropriate Highway District.

Coving design of roadways shall be encouraged, where reasonable, to provide a country unique feel to the neighborhood versus the standard grid system identified within Star City Code with the grid system also being utilized where appropriate to provide for a variety of street designs within the overall project.

Where sidewalks are installed, landscaping shall be provided between the sidewalk and curb where feasible, and landscape buffering shall be provided between residential lots and collector or arterial streets. Unless otherwise required by the USPS, mail boxes shall not be located in sidewalks.

2.12 Pathways and Trails. A conceptual Pathways and Trails plan shall be provided to the City prior to approval of the first preliminary plat for the property, showing interconnecting pathways and trails with the city's future master plan for pathways and trails.

Owner agrees to incorporate a multiple use non-motorized pathway that will allow access from Monument Ridge Subdivision across the Property and connect to the Bureau of Land Management Property North of the Hillsdale Estates Equestrian facility.

2.13 Modifications and Changes. 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 Star City Code. In the event Owner 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 Star City Code, Owner shall be in default of this agreement.

2.14 Conditions, Bonding for Completion. All of the conditions set forth herein shall be complied with or shall be bonded for completion by the Owner before Final Plat Approval or Occupancy Permits will be granted. Failure to comply or bond for completion of the conditions within the time frame established in Star City Code or the terms of this Agreement shall result in a default of this Agreement by the Owner. The Owner may be allowed to bond for certain conditions at one hundred twenty percent (120%) of the estimated cost of completion pursuant to Star City Code.

2.15 Impact Fees. Development of the site shall be subject to all applicable impact fees in effect at the time of this Agreement and any future impact fees.

2.16 Road Mitigation Fees.

Developer has agreed to participate in the cost of mitigating impacts on public roads and infrastructure reasonably attributable to the development by contributing funds equal to those collected by Ada County Highway District for this development at final plat approval of each phase. The City shall calculate the funds by utilizing the same formula used by Ada County Highway District. Such funds shall be collected by the City and held in a restricted fund. These funds are to exclusively offset the costs

incurred by road infrastructure that is not funded by impact fees, primarily roads constructed within Canyon Highway District #4. Upon completion of the entire development, if there are any remaining funds not expended for roads infrastructure, the City shall reimburse the remaining funds to developer within a reasonable time after the last certificate of occupancy is issued.

Section 3. Affidavit of Property Owners. Owner shall provide an affidavit agreeing to submit the Property to this Agreement and to the provisions set forth in Idaho Code section 67-5511A and Star City Code 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 in default herein. If a Default occurs this agreement may be modified or terminated by the Star City Council as set forth in the Star City Code. In the event this Agreement be modified, the Owner shall comply with the modified terms. Failure to comply with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of Star City Code, 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 the property, which are not consistent with R-T zoning shall cease. A waiver by the City of Star for any default by the Owner of one or more of the covenants or conditions hereof shall apply solely to the breach or 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 Owner, by entering into this Agreement, does hereby consent to a reversion of the 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 in this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement 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 Owner. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, 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, agent, 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 the duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels 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 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 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

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 any other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

7.5 Effective Date. This Agreement Shall be effective after delivery to each party hereto of a fully executed copy.

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 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.

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

Dated this _____ day of _____, 2018