

DEVELOPMENT AGREEMENT

PARTIES: 1. **City of Meridian**
 2. **Alturas Ustick LLC, Owner/Developer**
 3. **Brighton Ustick LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2026, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called “**CITY**,” whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **Alturas Ustick LLC**, whose address is 500 E. Shore Drive Ste. 120, Eagle, Idaho 83616, and **Brighton Ustick LLC**, whose address is 2929 W. Navigator Drive, Suite 400, Meridian, Idaho 83642 hereinafter called “**OWNER/DEVELOPER**.”

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner/Developer is the sole owner, in law and/or equity, of certain land in the County of Ada, State of Idaho, described in **Exhibit “A,”** which is attached hereto and by this reference incorporated herein as if set forth in full, hereinafter referred to as the “**Property**,” and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, establish provisions governing the creation, form, recording, modification, enforcement and termination of development agreements required or permitted as a condition of zoning that the Owner/Developer make a written commitment concerning the use or development of the Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“**UDC**”), which authorizes development agreements and the modification of development agreements; and
- 1.4 **WHEREAS**, Owner/Developer has submitted an application for development agreement modification to remove the property listed in **Exhibit “A”** from an existing Development Agreement recorded in Ada County on January 26, 2022 as Instrument #2022-008733 (“**Prior Agreement**”), and for the inclusion of the Property into this new Agreement, which generally describes how the Property will be developed and what improvements will be made; and

- 1.5 **WHEREAS**, Owner/Developer made representations at the duly noticed public hearings before the Meridian City Council, as to how the property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested development agreement modification held before the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction, and includes further testimony and comment; and
- 1.7 **WHEREAS**, on the 24th of March, 2026, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order (“**Findings**”), which have been incorporated into this Agreement and attached as **Exhibit “B;”** and
- 1.8 **WHEREAS**, Owner/Developer deems it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.9 **WHEREAS**, the property listed in **Exhibit “A”** shall no longer be subject to the terms of the Prior Agreement and shall be bound by the terms contained herein in this new agreement; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement modification for the purpose of ensuring the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designations are in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.
3. **DEFINITIONS:** For all purposes of this Agreement, the following words, terms and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:
 - 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal corporation and government subdivision of the state of Idaho,

organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.

- 3.2 **OWNER/DEVELOPER:** means and refers to **Alturas Ustick LLC**, whose address is 500 E. Shore Drive Ste. 120, Eagle, Idaho 83616, and **Brighton Ustick LLC**, whose address is 2929 W. Navigator Drive, Suite 400, Meridian, Idaho 83642, the parties who own said Property and shall include any subsequent owner(s)/developer(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel of Property to be bound by this Agreement and located in the County of Ada, City of Meridian as described in **Exhibit “A”** describing a parcel to be removed from the Prior Agreement, with such parcel being bound by this new Agreement and legally described in **Exhibit “A,”** attached hereto and by this reference incorporated herein as if set forth at length.

4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

- 4.1 The uses allowed pursuant to this Agreement are only those uses allowed as permitted, conditional and/or accessory uses under the UDC.
- 4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

5. **CONDITIONS GOVERNING DEVELOPMENT OF THE PROPERTY:**

- 5.1 Owner/Developer shall develop or cause the Property to be developed in accordance with the following special conditions:
- a. Future development of the Property shall be substantially consistent with the conceptual development plans, including the site layout, pedestrian plan, renderings and elevations, and the provisions contained herein.
 - b. Future townhomes within the development shall comply with the design standards listed in the Architectural Standards Manual and in UDC 11-2D-6 for the TN-R district.
 - c. A Design Review application shall be reviewed and approved by the Planning Division prior to submitting any building permit application(s).
 - d. Settler’s Park requires a signal at the Venable/Ustick intersection as part of their mitigation for the future Community Center. The developer will continue to pursue a Cooperative Development Agreement (CDA). If the City’s Parks

Department, Ada County Highway District (ACHD), and the developer enter into a CDA, the developer will manage the construction of the signal.

6. **APPROVAL PERIOD:** If this Agreement has not been fully executed within six (6) months after the date of the Findings, the City may, at its sole discretion, declare the Agreement null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

- 7.1 **Acts of Default.** In the event Owner/Developer, or Owner's Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the UDC.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's breach of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which actions must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code § 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to the City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred, and Owner shall have all rights and remedies available at law or in equity.
- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.

7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion therefor in accordance with the terms and conditions of this Agreement and all other ordinance of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all Exhibits, and submit proof of such recording to Owner/Developer.

10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.

11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer agrees to provide, if required by the City.

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued if the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.

13. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agrees to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.

14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

CITY:
City Clerk
City of Meridian
33 E. Broadway Ave.
Meridian, ID 83642

with copy to:
City Attorney
City of Meridian
33 E. Broadway Ave.
Meridian, ID 83642

OWNER/DEVELOPER:

Alturas Ustick LLC
500 E. Shore Dr. Ste. 120
Eagle, ID 83616

OWNER/DEVELOPER:

Brighton Ustick LLC
2929 W. Navigator Dr. Ste. 400
Meridian, ID 83642

14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this section.

15. **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's 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.

16. **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.

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement runs with the Property and shall be binding on the Owner/Developer, each subsequent owner of the Property, and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner/Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, has determined that Owner/Developer has fully performed its obligations under this Agreement.

18. **INVALID PROVISION:** 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.

19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonable in giving any consent, approval, or taking any other action under this Agreement.

20. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

21. **REMOVED PROPERTY:** The City is hereby authorized, in its sole discretion, to remove a portion of the Property ("Removed Property") from this Agreement at any time, provided

that the City and the owner of the Removed Property concurrently enter into a modified development agreement governing the development and use of the Removed Property. The remaining portion of the Property, which has not been removed from this Agreement as described above, shall continue to be bound by the terms of this Agreement.

22. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

22.1 No condition governing the uses and/or conditions governing the Property herein provided for can be modified or amended without the approval of the Meridian City Council after a public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

23. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective upon execution of the Mayor and City Clerk.

[End of text. Acknowledgements, signatures, and Exhibits A and B follow.]

ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the parties have herein executed this Agreement and made it effective as hereinabove provided.

OWNER/DEVELOPER:
Alturas Ustick LLC


By (printed name): Travis Barney
Its (title): CEO of the Manager

STATE OF IDAHO)
 : ss:
County of Ada)

On this 27 day of MARCH, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared TRAVIS BARNEY known or identified to me to be the CEO of Alturas Ustick LLC and the person who signed above and acknowledged to me that they executed the same.

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



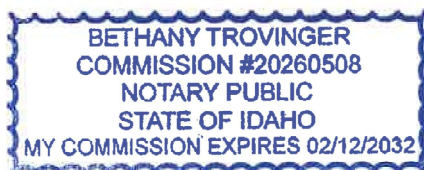

Notary Public
My Commission Expires: 12/18/2031

OWNER/DEVELOPER:
Brighton Ustick LLC, an Idaho limited liability company


By: Robert L. Phillips, Manager

STATE OF IDAHO)
 : ss:
County of Ada)

On this 27th day of March, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Phillips, known or identified to me to be the **Manager of Brighton Ustick LLC**, an Idaho limited liability company, and the person who signed above and acknowledged to me that they executed the same.




Notary Public
My Commission Expires: 02.12.2032

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

State of Idaho)
 : ss
County of Ada)

On this _____ day of _____, 2026, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City 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.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A



IDAHO
SURVEY
GROUP

9939 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570

EXHIBIT A

**Driftwood Townhomes
DA MOD Preliminary Plat
Boundary Description**

Project Number 25-018 November 4, 2025

Lot 1 of Block 1 of Driftwood Subdivision (Book 130 of Plats at Pages 21530 through 21534, records of Ada County, Idaho), situated in the southeast quarter of the southwest quarter of Section 36, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the southwest corner of Section 36, Township 4 North, Range 1 West, Boise Meridian;

Thence S89°09'46"E, 1996.71 feet along the south line of Section 36;

Thence N00°01'56"W, 40.01 feet to the southwest corner of Driftwood Subdivision;

Thence continuing N00°01'56"W, 282.94 feet along the west boundary of Driftwood Subdivision to the southwest corner of Lot 1, the POINT OF BEGINNING:

Thence continuing N00°01'56"W, 332.84 feet along the west boundary of Lot 1 to the northwest corner of Lot 1;

Thence S89°14'20"E, 637.24 feet along the north boundary of Lot 1 to the northeast corner of Lot 1,

Thence S00°00'16"W, 313.88 feet along the east boundary of Lot 1 to the southeast corner of Lot 1;

Thence N89°59'58"W, 78.47 feet along the southerly boundary of Lot 1;

Thence N00°01'56"W, 4.00 feet along the southerly boundary of Lot 1;

Thence N89°59'58"W, 57.05 feet along the southerly boundary of Lot 1;

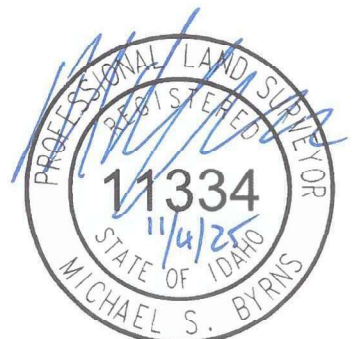
Thence S00°01'56"E, 4.00 feet along the southerly boundary of Lot 1;

Thence N89°59'58"W, 209.59 feet along the southerly boundary of Lot 1;

Thence 52.76 feet on a curve to the left, having a radius of 130.50 feet, a central angle of 23°09'58", a chord bearing of S78°25'03"W, and a chord length of 52.41 feet, along the southerly boundary of Lot 1;

Thence S66°50'04"W, 86.11 feet along the southerly boundary of Lot 1;

Thence 28.10 feet on a curve to the right, having a radius of 69.50 feet, a central angle of 23°09'58", a chord





IDAHO
SURVEY
GROUP

9939 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570

Driftwood Townhomes DA MOD Preliminary Plat Boundary Description continued...

bearing of S78°25'03"W, and a chord length of 27.91 feet, along the southerly boundary of Lot 1;

Thence N89°59'58"W, 9.50 feet along the southerly boundary of Lot 1;

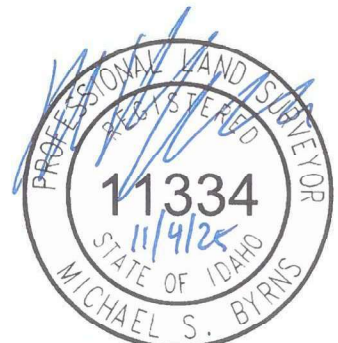
Thence N00°01'56"W, 3.00 feet along the southerly boundary of Lot 1;

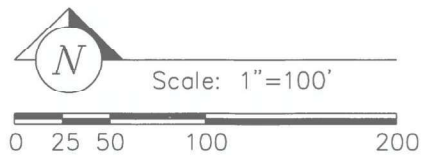
Thence N89°59'58"W, 40.00 feet along the southerly boundary of Lot 1;

Thence N00°01'56"W, 36.50 feet along the southerly boundary of Lot 1;

Thence N89°59'58"W, 84.50 feet along the southerly boundary of Lot 1 to the
POINT OF BEGINNING.

The above-described parcel contains 4.81 acres, more or less.





C1/4 S.36
15'
W.C.

Woodburn West
Subdivision No. 1

N. Buckstone Ave.

Woodburn Subdivision

S89°14'20"E 637.24'

29'

Woodburn West
Subdivision No. 2

N00°01'56"W 332.84'

Block 1
Driftwood Subdivision
4.81 Acres

①

S00°00'16"W 313.88'

N00°00'16"E 2658.35'
N. Venable Ave.

Point of
Beginning

L11

L10

L9

L8

C2

L7

L6

C1

L5

②

L4

L3

L2

L1

N00°01'56"W 282.94'

N. Linder Rd.

S.35 S.36
S.2 S.1

N00°01'56"W
48.01'

1996.71'

W. Ustick Rd.

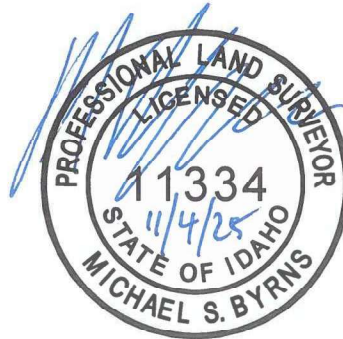
S89°09'46"E 2662.54'
Basis of Bearings

T.4N., R.1W.

T.3N., R.1W.

S.36 1/4

S.1



P:\Driftwood Townhomes Replot 25-018\dwg\25-018 Pre Plot Exhibit DA MOD.dwg 11/4/2025 7:16:42 AM



**IDAHO
SURVEY
GROUP, LLC**

9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

Exhibit "B"
Driftwood Townhomes
DA MOD Preliminary Plat

Situated in the SE1/4 of the SW1/4 of Section 36,
T.4N., R.1W., B.M., City of Meridian, Ada County, Idaho.

Job No.
25-018

Sheet No.
1 of 2

Dwg. Date
10/7/2025

Line Table		
Line	Bearing	Length
L1	N89°59'58"W	78.47'
L2	N00°01'56"W	4.00'
L3	N89°59'58"W	57.05'
L4	S00°01'56"E	4.00'
L5	N89°59'58"W	209.59'
L6	S66°50'04"W	86.11'
L7	N89°59'58"W	9.50'
L8	N00°01'56"W	3.00'
L9	N89°59'58"W	40.00'
L10	N00°01'56"W	36.50'
L11	N89°59'58"W	84.50'

Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	52.76'	130.50'	23°09'58"	S78°25'03"W	52.41'
C2	28.10'	69.50'	23°09'58"	S78°25'03"W	27.91'



P:\Driftwood Townhomes Replat 25-018\dwg\25-018 Pre Plat Exhibit DA MOD.dwg 11/4/2025 7:16:57 AM



**IDAHO
SURVEY
GROUP, LLC**

9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

Exhibit "B"
Driftwood Townhomes
DA MOD Preliminary Plat

Situated in the SE1/4 of the SW1/4 of Section 36,
T.4N., R.1W., B.M., City of Meridian, Ada County, Idaho.

Job No.
25-018

Sheet No.
2 of 2

Dwg. Date
10/7/2025

EXHIBIT B

**CITY OF MERIDIAN
FINDINGS OF FACT, CONCLUSIONS OF LAW
AND DECISION & ORDER**



In the Matter of the Request for a Development Agreement Modification for a New Agreement for the Subject Property and Update to the Development Plan and Associated Provisions from Multi-family Residential to Townhomes on Individual Lots; Rezone of 5.01 acres of land from the C-C to the TN-R zoning district; and Preliminary plat to re-subdivide Lot 1, Block 1, Driftwood Subdivision into 61 building lots and 5 common/other lots with private streets on 4.81 acres of land in the TN-R district for Driftwood Townhomes Subdivision, by Brighton Corporation.

Case No(s). H-2025-0051

For the City Council Hearing Date of: March 17, 2026 (Findings on March 24, 2026)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of March 17, 2026, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of March 17, 2026, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of March 17, 2026, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of March 17, 2026, incorporated by reference)

B. Conclusions of Law

1. The City of Meridian shall exercise the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. The Meridian City Council takes judicial notice of its Unified Development Code codified as Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Comprehensive Plan of the City of Meridian, which was adopted December 17, 2019, Resolution No. 19-2179 and Maps.
3. The conditions shall be reviewable by the City Council pursuant to Meridian City Code § 11-5A.
4. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.
5. It is found public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
6. That the City has granted an order of approval in accordance with this Decision, which shall be signed by the Mayor and City Clerk and then a copy served by the Clerk upon the applicant, the

Community Development Department, the Public Works Department and any affected party requesting notice.

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of March 17, 2026, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

Pursuant to the City Council's authority as provided in Meridian City Code § 11-5A and based upon the above and foregoing Findings of Fact which are herein adopted, it is hereby ordered that:

1. The applicant's request for a modification to the Development Agreement, Rezone and Preliminary Plat is hereby approved per the conditions of approval in the Staff Report for the hearing date of March 17, 2026, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

Please take notice that approval of a preliminary plat, combined preliminary and final plat, or short plat shall become null and void if the applicant fails to obtain the city engineer's signature on the final plat within two (2) years of the approval of the preliminary plat or the combined preliminary and final plat or short plat (UDC 11-6B-7A).

In the event that the development of the preliminary plat is made in successive phases in an orderly and reasonable manner, and conforms substantially to the approved preliminary plat, such segments, if submitted within successive intervals of two (2) years, may be considered for final approval without resubmission for preliminary plat approval (UDC 11-6B-7B).

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-6B-7.A, the Director may authorize a single extension of time to obtain the City Engineer's signature on the final plat not to exceed two (2) years. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the preliminary plat, combined preliminary and final plat or short plat to comply with the current provisions of Meridian City Code Title 11. If the above timetable is not met and the applicant does not receive a time extension, the property shall be required to go through the platting procedure again (UDC 11-6B-7C).

Notice of Development Agreement Duration

The city and/or an applicant may request a development agreement or a modification to a development agreement consistent with Idaho Code section 67-6511A. The development agreement may be initiated by the city or applicant as part of a request for annexation and/or rezone at any time prior to the adoption of findings for such request.

A development agreement may be modified by the city or an affected party of the development agreement. Decision on the development agreement modification is made by the city council in accord with this chapter. When approved, said development agreement shall be signed by the

property owner(s) and returned to the city within six (6) months of the city council granting the modification.

A modification to the development agreement may be initiated prior to signature of the agreement by all parties and/or may be requested to extend the time allowed for the agreement to be signed and returned to the city if filed prior to the end of the six (6) month approval period.

E. Judicial Review

Pursuant to Idaho Code § 67-6521(1)(d), if this final decision concerns a matter enumerated in Idaho Code § 67-6521(1)(a), an affected person aggrieved by this final decision may, within twenty-eight (28) days after all remedies have been exhausted, including requesting reconsideration of this final decision as provided by Meridian City Code § 1-7-10, seek judicial review of this final decision as provided by chapter 52, title 67, Idaho Code. This notice is provided as a courtesy; the City of Meridian does not admit by this notice that this decision is subject to judicial review under LLUPA.

F. Notice of Right to Regulatory Takings Analysis

Pursuant to Idaho Code §§ 67-6521(1)(d) and 67-8003, an owner of private property that is the subject of a final decision may submit a written request with the Meridian City Clerk for a regulatory takings analysis.

G. Attached: Staff Report for the hearing date of March 17, 2026

By action of the City Council at its regular meeting held on the 24th day of March, 2026.

COUNCIL PRESIDENT JOHN OVERTON

VOTED AYE

COUNCIL VICE PRESIDENT ANNE LITTLE ROBERTS

VOTED AYE

COUNCIL MEMBER DOUG TAYLOR

VOTED AYE

COUNCIL MEMBER LUKE CAVENER

VOTED AYE

COUNCIL MEMBER LIZ STRADER

VOTED AYE

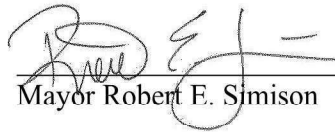
COUNCIL MEMBER BRIAN WHITLOCK

VOTED AYE

MAYOR ROBERT SIMISON

VOTED _____

(TIE BREAKER)



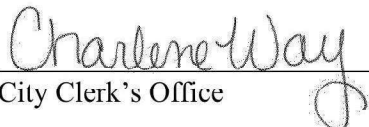
Mayor Robert E. Simison 3-24-2026

Attest:

Chris Johnson 3-24-2026
City Clerk

Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By:  _____ Dated: 3-24-2026
City Clerk's Office

COMMUNITY DEVELOPMENT DEPARTMENT REPORT



HEARING DATE: 3/17/2025

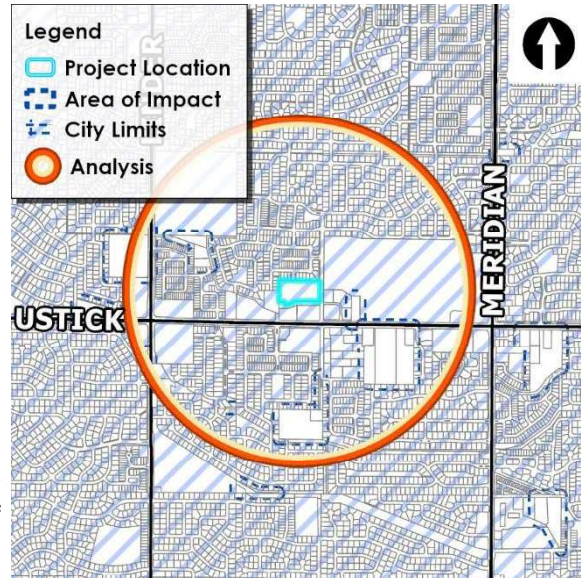
TO: Mayor & City Council

FROM: Sonya Allen, Associate Planner
208-884-5533
sallen@meridiancity.org

APPLICANT: Brighton Corporation

SUBJECT: H-2025-0051; A-2025-0152
Driftwood Townhomes Subdivision

LOCATION: Generally located north of W. Ustick Rd. (Parcel #R1931270100), on the west side of N. Venable Ave., in the SE 1/4 of Section 36, T.4N., R.1W.



I. PROJECT OVERVIEW

A. Summary

The Applicant requests approval of the following development applications:

- Development agreement modification for a new agreement for the subject property and update to the development plan and associated provisions from multi-family residential to townhomes on individual lots;
- Rezone of 5.01 acres of land from the C-C to the TN-R zoning district; and
- Preliminary plat to re-subdivide Lot 1, Block 1, Driftwood Subdivision into 61 building lots and 5 common/other lots with private streets on 4.81 acres of land in the TN-R district.

B. Issues/Waivers

The UDC (11-3F-4C.2c) requires a 5' wide attached sidewalk or 4' wide detached sidewalk to be provided on both sides of private streets. This requirement may be modified by the decision-making body if the Applicant can demonstrate that an alternative similar pedestrian path exists.

The Director approved a modification to the standard to allow a 4' instead of 5' wide-attached sidewalk along internal private streets, which still provides a similar pathway as required for a modification.

C. Recommendation

Staff: Approval

Commission: Approval

D. Decision

Council: Approved

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Vacant/undeveloped land	-
Proposed Land Use(s)	Townhome dwellings	-
Existing Zoning	C-C (Community Commercial)	VII.A.2
Proposed Zoning	TN-R (Traditional Neighborhood Residential)	
Adopted FLUM Designation	MU-C (Mixed Use – Community)	VII.A.3

Table 2: Process Facts

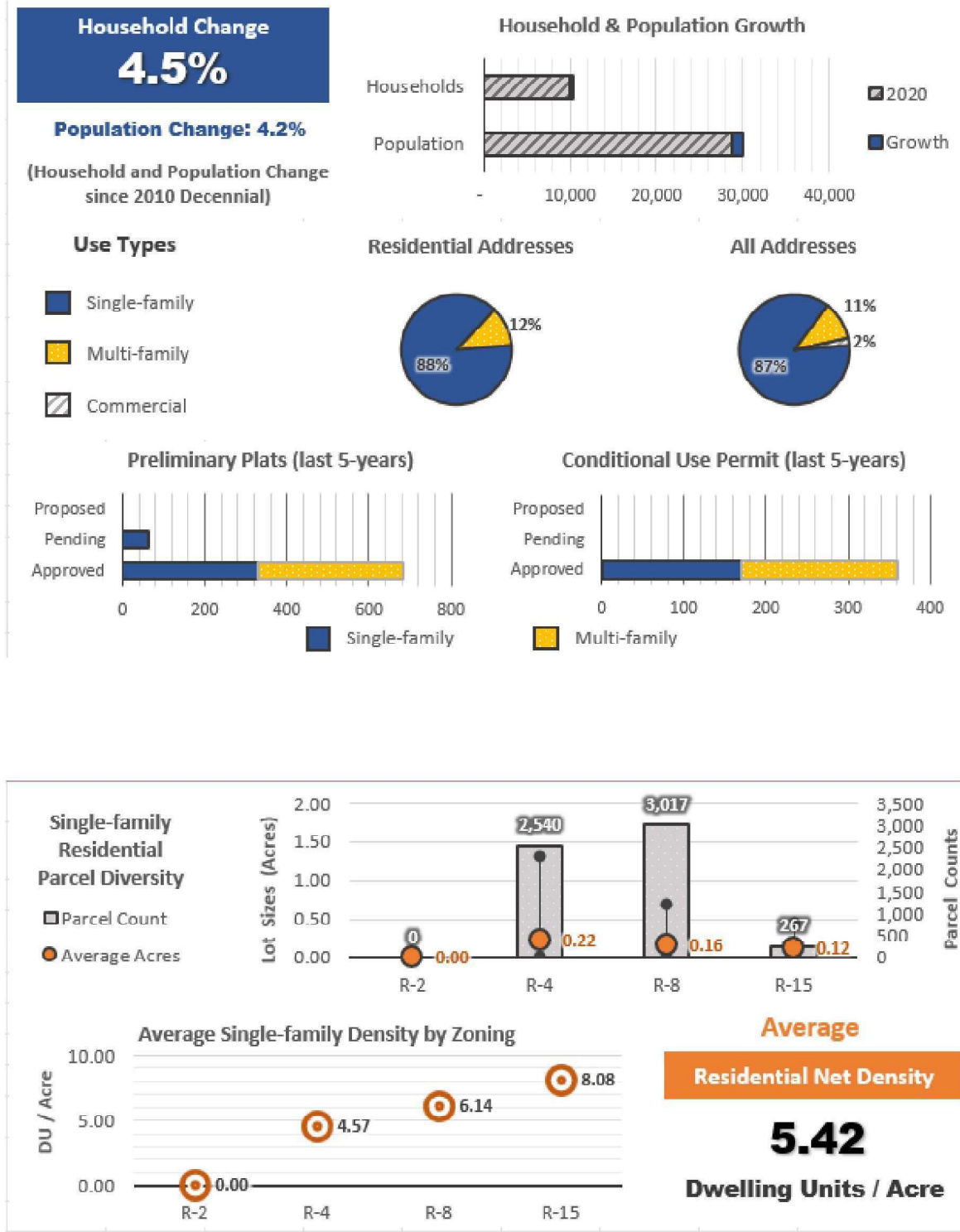
Description	Details
Preapplication Meeting date	9/9/2025
Neighborhood Meeting	10/23/2025

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		IV.K
• Comments Received	Yes (H-2023-0021 Driftwood Subdivision)	-
• Commission Action Required	No	-
• Access	Access is proposed from the north via N. Buckstone Ave., an existing local street; and W. Wind Drift Ln., a proposed private street via N. Venable Ave., a collector street. Private streets and alleys are proposed for internal access.	-
ITD Comments Received	Yes – no comments or concerns at this time.	IV.L
Meridian Public Works Wastewater		IV.B
• Distance to Mainline	Sewer available at site	
• Impacts or Concerns	See Public Works Site Specific conditions	
Meridian Public Works Water		IV.B
• Distance to Mainline	Water available at site	
• Impacts or Concerns	None	
School District(s)	No comments were received	IV.J

Note: See section IV. City/Agency Comments & Conditions for comments received.

Figure 1: One-Mile Radius Existing Condition Metrics



Notes: See VIII. Additional Notes & Details for Staff Report Maps, Tables, and Charts.

Figure 2: ACHD Summary Metrics

Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):

There are no roadways, bridges, or intersections in the general vicinity of the project that are in the District's Capital Improvement Plan (CIP).

- Venable Street is scheduled in the IFYWP to be established as a new bikeway corridor with wayfinding/bikeway signage, pavement markings, and enhanced crossings at Ustick Road. The design year is scheduled in 2024; no construction year has been determined at this time.

Condition of Area Roadways

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Ustick Road	635-feet	Principal Arterial	1,045	Better than "D"
Venable Avenue	615-feet	Collector	108	Better than "D"

* Acceptable level of service for a five-lane principal arterial is "E" (1,780 VPH).

* Acceptable level of service for a two-lane collector is "D" (425 VPH).

Notes: See VIII. Additional Notes & Details for Staff Report Maps, Tables, and Charts.

III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

The Applicant proposes a new Development Agreement (DA) to replace the existing agreement (Inst. #2022-008733), which governs development of the subject property as well as the property to the south. The new agreement will only be applicable to the subject northern portion of the property.

The existing conceptual development plan approved for this site, included below in Section VII.D, is for a multi-family development consisting of (57) 2 and 3-story townhouse-style dwelling units on one building lot on the northern portion of the site with a gross density of 11.85 units per acre. The southern portion of the site is approved to develop with two (2) commercial buildings.

The proposed development plan is for 61 townhouse dwelling units on individual building lots with a gross density of 12.68 units per acre. The proposed design is essentially the same as the previous plan except for four (4) additional dwelling units and units on individual lots. A mix of front-loaded and alley-loaded townhome dwellings are proposed with access provided from internal private streets and alleys.

The proposed density is only one (1) unit per acre greater than the existing entitlement and is still consistent with the density range of 6 to 15 units per acre desired in the Mixed Use – Community (MU-C) Future Land Use Map (FLUM) designation in the Comprehensive Plan. The same number of dwelling units is proposed adjacent to existing homes to the north in Woodburn Subdivision and to the west in Woodburn West Subdivision; one (1) fewer unit is proposed along the west boundary adjacent to the large residential parcel. The additional units are located along the east boundary of the site adjacent to Venable Ave., which shouldn't impact adjacent residential properties.

As with the entitled development, the proposed development provides a transition in density and zoning with the proposed TN-R district and is a desired housing type in the MU-C designation. A mix of uses exist in close proximity to the site as shown on the exhibit below.



Surrounding Land Uses

To accommodate the proposed development plan and subdivision of the property, a Rezone of 5.01 acres of land is proposed from the C-C to the TN-R zoning district.

A Preliminary Plat is proposed to re-subdivide Lot 1, Block 1, Driftwood Subdivision into 61 building lots and 5 common/other lots with private streets on 4.81 acres of land in the TN-R district. Subdivision of the property will allow individual units to be sold, which should allow for owner-occupied and rental options rather than just rental options. The subdivision is proposed to develop in one phase.

Table 4: Project Overview

Description	Details
History	AZ-07-018 Settler's Square (Ord. #08-1364, DA Inst. #108059803); H-2016-0074 (MDA) (DA Inst. #2016-097989); H-2021-0072 (MDA) (Settler's Square DA Inst. #2022-008733 – this DA replaced all previous DA's); A-2022-0111 (CZC for site improvements including an internal shared access drive-aisle with detached sidewalk & associated landscaping and storm drainage); H-2023-0021 (PFP/CUP for a multi-family development – the final plat was recorded but the approved use was not commenced and expired on 8/23/25)
Phasing Plan	1
Residential Units	61
Open Space	NA
Amenities	NA
Physical Features	The site is fairly flat with no waterways or other notable physical features.
Acreage	4.81 acres
Lots	61 building & 5 common/other lots

Description	Details
Density	12.68 units/acre (gross); 18.19 units/acre (net)

Notes: See VIII. Additional Notes & Details for Staff Report Maps, Tables, and Charts.

B. History

This property was annexed in 2008 as part of Settler’s Square (AZ-07-018, Ord. #08-1364) with the requirement of a Development Agreement (DA) (Inst. #108059803).

In 2016, a modification to the DA was approved (H-2016-0074 – Inst. #2016-097989).

In 2022, another modification was approved to the DA, which replaced all previous DA’s (H-2021-0072 – Inst. #2022-008733). Also in 2022, a Certificate of Zoning Compliance was approved for site improvements including an internal shared access drive-aisle with detached sidewalk & associated landscaping and storm drainage, which runs along the southern boundary of this site (A-2022-0111 Settlers Square Site Improvements).

In 2023, a CUP for a multi-family development consisting of 57 townhome-style dwelling units and a combined preliminary & final plat consisting of three (3) building lots (1 residential and 2 commercial) and one (1) other lot on 9.01 acres in C-C district was approved (H-2023-0021). A final plat was recorded but the CUP expired because the use was never commenced.

C. Site Development and Use Analysis

Comprehensive Plan Policy #2.02.02E – Encourage the development of high quality, dense residential and mixed-use areas near in and around Downtown, near employment, large shopping centers, public open spaces and parks, and along major transportation corridors, as shown on the Future Land Use Map.

1. Existing Structures/Site Improvements (*UDC 11-1*):
There are no existing structures or improvements on this site.
2. Proposed Use Analysis (*UDC 11-2*):
UDC Table 11-2D-2 lists townhome dwellings as a principal permitted use in the TN-R district. Townhouses are listed as a sample use and TN-R zoning is listed as a sample zoning appropriate in the MU-C designation.
3. Dimensional Standards (*UDC 11-2*):
Compliance with the standards for all traditional neighborhood districts in UDC 11-2D-3 and the standards for the TN-R district in UDC Table 11-2D-6 is required.

D. Design Standards Analysis

Comprehensive Plan Policy #2.02.02D – Apply appropriate design and construction standards to infill development in order to reduce adverse impacts to existing development.

1. Structure and Site Design Standards (*Comp Plan, UDC 11-3A-19*):
All townhome structures are required to comply with the design standards listed in the Architectural Standards Manual.
2. Qualified Open Space & Amenities (*Comp Plan, UDC 11-3G*):
The standards for qualified open space and site amenities in UDC 11-3G are applicable to all new townhouse developments of five (5) acres or more in size. In the TN-R district, a minimum of 15% qualified open space is required. Because this site is below 5 acres at 4.81 acres, these standards do not apply.

The narrative states 10.65% (or 0.51 acres) of qualified open space is provided within the development, however not all of area counted “qualifies” per the standards in UDC 11-3G-3. A dog waste station is proposed as a pedestrian-focused amenity.

An aerial map of a school campus. A blue path, composed of small blue circles, starts at a red dot labeled 'A' in the top left, moves right, then down, then right again, ending at a red dot labeled 'B' in the bottom right. The path is labeled with '6 min 0.3 miles' and '11 min 0.5 miles'. The map shows various buildings, including a large central building with a green roof, and several baseball fields. Other labels include 'W. Ashby Dr.', 'W. Ashby Cr.', 'Ashley Hall', 'Manning, ID 83444', 'Lucky Apples for Sale', 'W. Larkin St', 'Larkin St', and 'Dewey & R.R.'.

3. Landscaping (*UDC 11-3B*):

- A 13' wide street buffer is required along Venable Ave., a collector street, per UDC Table 11-2D-6. A 10'+ wide street buffer exists adjacent to the southern boundary of the site along the private street (Wind Drift Ln.). Landscaping is required within the street buffer per the standards listed in UDC 11-3B-7C as proposed.

- Mitigation is required for all existing trees 4" caliper or greater that are removed from the site with equal replacement of the total calipers lost on site up to an amount of 100% replacement per the standards in UDC 11-3B-10C.5.

An adequate storm drainage system shall be required in all developments in accord with the city's adopted standards, specifications and ordinances per UDC 11-3A-18. Design and construction shall follow Best Management Practice as adopted by the city.

Landscaping is required along all pathways per the standards listed in UDC 11-3B-12C. Minimum 5' wide landscape strips are required on each side of all pathways with landscaping consisting of a mix of trees (one per 100 linear feet), shrubs, lawn, and/or other vegetative groundcover.

III. Staff Analysis

the north side of the pathway that runs along the front property lines of Lots 43-48; alternative compliance may be requested to this standard if the required landscaping is not desired in that location.

4. Parking (*UDC 11-3C*):

Off-street parking is required per the standards listed in UDC Table 11-3C-6 for townhouse dwellings; the number of parking spaces is based on the number of bedrooms per unit.

All of the units will have 3 bedrooms; therefore, a minimum of four (4) spaces are required per unit as proposed, with two (2) in an enclosed garage and two (2) on a parking pad in front of the garage. Six (6) additional spaces are proposed for guest parking off N. Buckstone Ave. at the north boundary of the site.

5. Building Elevations (*Comp Plan, Architectural Standards Manual*):

Conceptual building elevations were submitted for the proposed 2-story townhome structures, included below in Section VII.E. Two (2) types of townhouses are proposed consisting of alley-loaded and front-loaded units, in accord with UDC 11-2D-6C; some of the alley-loaded units front a mew.

Final design is required to comply with the design standards in the Architectural Standards Manual. Review for compliance with these standards will take place with the Design Review application, which should be submitted and approved prior to submittal of building permit applications.

Compliance with the lighting standards in UDC 11-2D-6F is required. All dwelling units shall have a minimum of two (2) lights at the front of the unit. All dwelling units on alley accessed properties shall have a minimum of two (2) lights along the alley. All lighting required in this section shall prevent uplighting and shall be on a photocell that activates the lighting at dusk and turns it off at dawn.

6. Fencing (*UDC 11-3A-6, 11-3A-7*):

All fencing is required to comply with the standards listed in UDC 11-3A-7.

A 6' tall tan vinyl fence is proposed along the north and west perimeter boundaries of the subdivision and a 5' tall open vision metal fence is proposed along the east boundary of Lot 26 and the south boundary of Lot 2 as shown on the fencing plan below in Section VII.H.

7. Parkways (*Comp Plan, UDC 11-3A-17*):

An 8' wide parkway is required along the collector street (Venable Ave.) planted with Class II trees per UDC Table 11-2D-6 and 11-3A-17E as proposed.

E. Transportation Analysis

Comprehensive Plan Policy #3.01.01A – Evaluate comprehensive impacts of growth and consider City Master Plans and Strategic Plans in all land use decisions (e.g., traffic impacts, school enrollment, and parks).

1. Access (*Comp Plan, UDC 11-3A-3, UDC 11-3H-4*):

Access is proposed via N. Buckstone Pl., a local stub street at the north boundary of the site; and Wind Drift Ln., a proposed private street along the south boundary of the site via N. Venable Ave., a collector street. Private streets and alleys are proposed for internal access.

2. Multiuse Pathways (*UDC 11-3A-5*):

No multi-use pathways are depicted on the Pathways Master Plan on this site.

3. Pathways (*Comp Plan, UDC 11-3A-8*):

All pathways are required to be constructed per the standards in UDC 11-3A-8. A short segment of pathway is proposed in the internal common area along the southern boundary of the site in front of Lots 43-48 and a pedestrian connection is provided to the sidewalk along Venable Ave.

A pedestrian plan was submitted that shows internal pedestrian pathways and sidewalks along streets, included below in Section VII.I.

4. Sidewalks (*UDC 11-3A-17*):

Sidewalks are required along all streets per the standards in UDC Table 11-2D-6, 11-3A-17 and 11-3F-4C.2c.

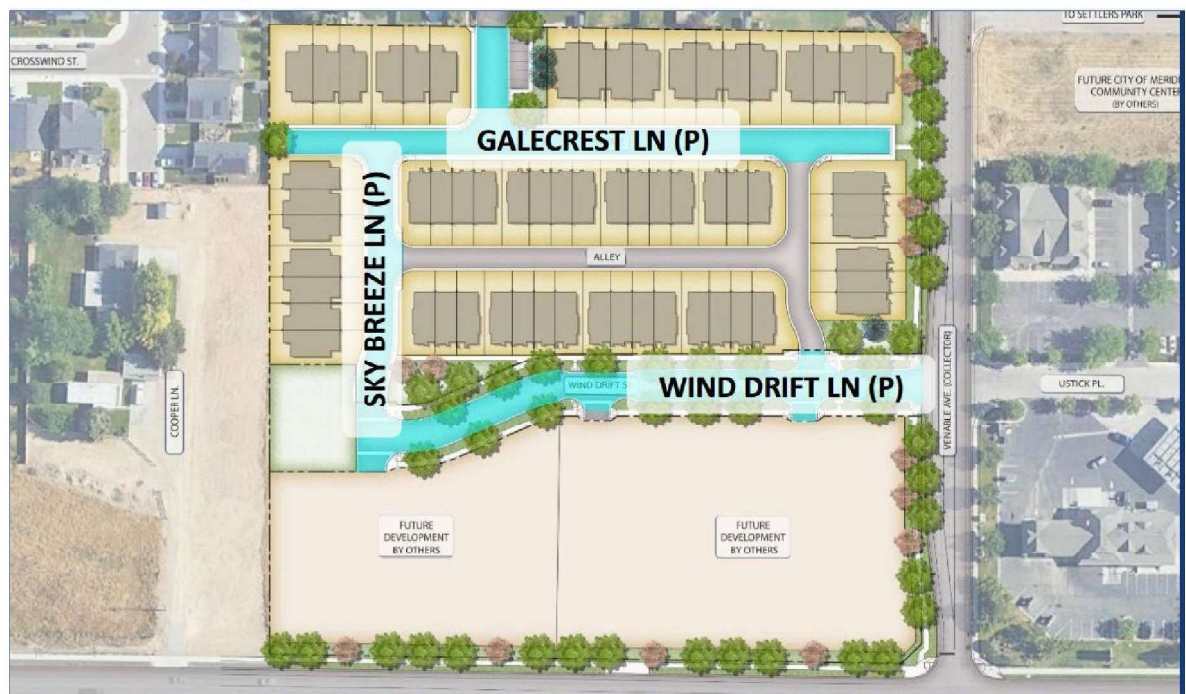
A 5' wide detached sidewalk is required within the street buffer along N. Venable Ave., a collector street, and a 5' wide attached sidewalk or 4' wide detached sidewalk is required along the proposed private streets. A 5' wide detached sidewalk exists along both sides of the proposed private street adjacent to the southern boundary of the development.

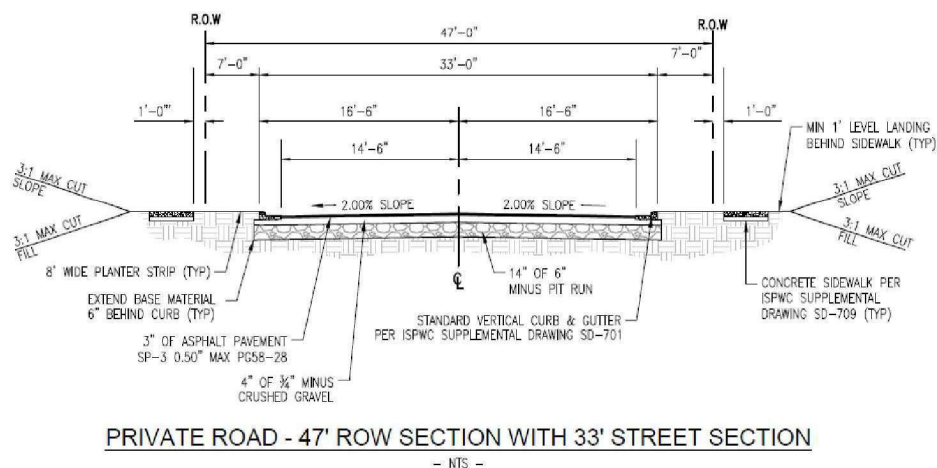
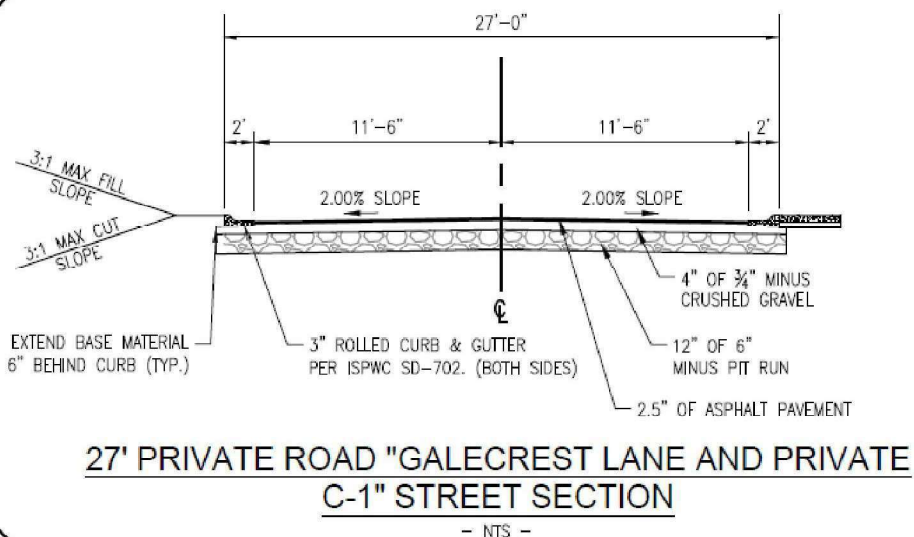
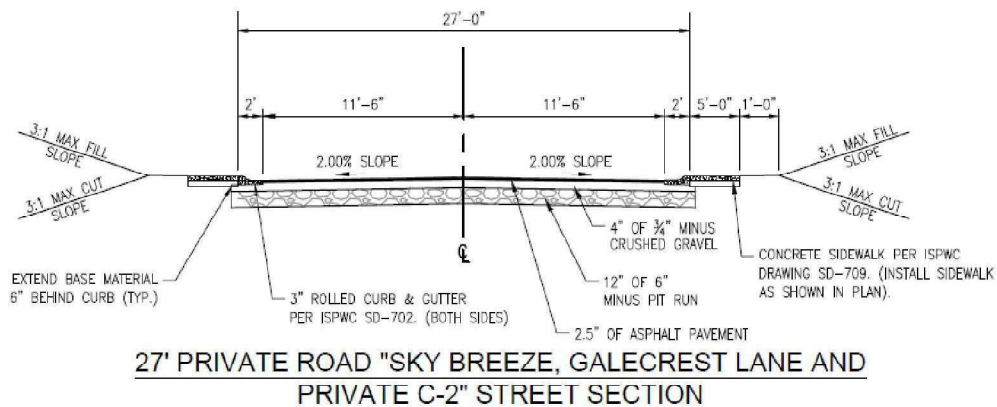
The Applicant requests Director approval of a modification to the requirement along private streets on Lot 1, Block 1 to allow a 4' instead of 5' wide attached sidewalk. Such modifications are allowed if the Applicant can demonstrate that an alternative similar pedestrian path exists. The Director finds the proposed sidewalk provides a similar pedestrian path as required for a modification; therefore, the modification is approved.

Staff recommends an attached 4' wide sidewalk is provided along the west side of Alley A for safe pedestrian access within the development in accord with UDC 11-3F-4A.2.

5. Private Streets (*UDC 11-3F-4*):

The Applicant requests Director approval of two (2) 27' wide private streets on Lot 1, Block 1 and one (1) existing 33' wide drive aisle proposed as a private street adjacent to the southern boundary of the property on Lot 2, Block 1, Driftwood Subdivision as shown below.





A note should be included on the final plat that grants ingress/egress to all lots from Lot 1, Block 1. The Driftwood Subdivision plat includes a note (#5) for Lot 2, Block 1 that states the

lot is a common lot and private access which will be owned and maintained by the Driftwood Owner's Association and references a Declaration of Access Easement and Private Drive Access Easement Agreement. **If the easement agreements provide for access to the proposed development, an additional easement is not required – a copy of the easement(s) should be submitted to the Planning Division with the final plat application. If the easement(s) don't provide for access to the subject property, a new recorded easement agreement should be recorded and a copy submitted with the final plat signature application.**

Private streets serving townhouse developments may be permitted at the discretion of the Director in cases where the project qualifies as an infill development, where compliance with the public safety and access requirements can be demonstrated, as set forth in UDC 11-3F-1. The Director finds the project complies with these standards.

Residential private streets shall only be permitted at the discretion of the Director, subject to the standards listed in UDC 11-3F-4A. **Compliance with the ACHD structural standards for streets, as shown on design and construction documents prepared and certified by a registered professional engineer is required.**

Private streets are required to comply with the design standards listed in UDC 11-3F-4B and construction standards in UDC 11-3F-4C.

The private street connection at the northern boundary of the site to N. Buckstone Ave. and the connection of the private street (Wind Drift Ln.) to N. Venable Ave. is required to be approved by ACHD, per UDC 11-3F-4B.2.

Staff recommends a condition of approval that prohibits the private street connections to public streets from being gated.

The applicant or owner shall provide documentation of a binding contract that establishes the party or parties responsible for the repair and maintenance of the private street, including regulations for the funding thereof per UDC 11-3F-3B.3 with the final plat signature application.

The Director approved the two (2) private streets within the development on Lot 1, Block 1 of the proposed subdivision with 4' wide attached sidewalks contingent upon City Council's approval of the preliminary plat; and the private street adjacent to the southern boundary of the development on Lot 2, Block 1, Driftwood Subdivision subject to completion of the tasks in UDC 11-3F-3B in accord with the Findings below in Section V.C. **These tasks shall be completed and documentation of such submitted to the Planning Division prior to City Engineer signature on the final plat.**

6. Subdivision Regulations (*UDC 11-6*):

i. Dead end streets

The east and west ends of the northern drive aisle have an 80' long dead-end, which is allowed by the Fire Dept. without a turnaround.

ii. Alleys

All alleys should comply with the standards listed in UDC 11-6C-3B.5. Two (2) 24' wide alleys, "Alleys A & B", are proposed to be constructed with asphalt pavement with rolled curb and gutter for access to the centrally located townhomes and the townhomes along the east boundary of the site facing N. Venable Ln. **Per the required standards, a ribbon curb shall be constructed instead of a rolled curb, all alleys shall serve as fire lanes and the entrance to the alley from the public street shall provide a minimum 28' inside and 48' outside turning radius as demonstrated on the fire access exhibit below in Section VII.K. No parking shall be allowed on either side of the street within 50' of the alley entrance as measured from the centerline of the alley.**

iii. Block face

The proposed block faces comply with the standards for such in UDC 11-2D-3.

7. Proposed Off-site Improvements:

As part of the project, the developer proposes to improve Venable Ave. as ½ of a 36' street section from Ustick Rd., transitioning to a 3-lane roadway with a 46' wide street section to accommodate an exclusive northbound left-turn lane to serve the private road (Wind Drift Ln.) located 320' north of Ustick Rd., transitioning back to a 40' street section north of the private road. Venable Ave. is proposed to be improved with curb, gutter, and a 7' wide attached concrete sidewalk abutting the site withing the existing right-of-way. **Staff recommends a 5' wide detached sidewalk is provided instead of a 7' wide attached sidewalk in accord with UDC 11-3A-17C.**

The developer is also working with the Park's Dept. and ACHD regarding the improvements to the Venable and Ustick Rd. intersection. Settler's Park requires a signal at the Venable/Ustick intersection as part of their mitigation for the future Community Center to the east across Venable Ave. from the site. The developer has agreed to manage the construction for the signal as part of a Cooperative Development Agreement (CDA) that is in process.

F. Services Analysis

Comprehensive Plan policy 3.03.03G requires urban infrastructure be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities.

1. Waterways (*Comp Plan, UDC 11-3A-6*):

There are no waterways that cross this site.

2. Pressurized Irrigation (*UDC 11-3A-15*):

An underground pressurized irrigation system is required with development to provide irrigation water to each lot within the subdivision as set forth in UDC 11-3A-15.

3. Storm Drainage (*UDC 11-3A-18*):

An adequate storm drainage system shall be required in all developments in accord with the city's adopted standards, specifications and ordinances. Design and construction shall follow Best Management Practice as adopted by the city. A Geotechnical Investigation [*report*](#) was submitted with the application, included in the public record.

4. Utilities (*Comp Plan, UDC 11-3A-21*):

All utilities for an approved use should be installed at or below grade in accord with the City's adopted standards, specifications and ordinances.

Street lighting should be installed in accord with the City's adopted standards, specifications and ordinances.

All development should connect to the City water and sewer systems, unless otherwise approved by the City engineer.

IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

1. Development Agreement Modification:

The new DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the modification. **A final plat application**

shall not be submitted until the DA is signed and recorded. The DA shall, at a minimum, incorporate the following provisions:

- i. Future development of the subject site shall be substantially consistent with the conceptual development plans, including the site layout, pedestrian plan, renderings and elevations, and the provisions contained herein.
 - ii. Future townhomes within the development shall comply with the design standards listed in the Architectural Standards Manual and in UDC 11-2D-6 for the TN-R district.
 - iii. A Design Review application shall be reviewed and approved by the Planning Division prior to submitting any building permit application(s).
 - iv. ~~The developer shall continue to work with the Park's Dept. and ACHD regarding the improvements to the Venable and Ustick Rd. intersection. Settler's Park requires a signal at the Venable/Ustick intersection as part of their mitigation for the future Community Center to the east across Venable Ave. from the site. The developer shall manage the construction for the signal as part of a Cooperative Development Agreement (CDA) that is in process, as agreed.~~ Settler's Park requires a signal at the Venable/Ustick intersection as part of their mitigation for the future Community Center. The developer will continue to pursue a Cooperative Development Agreement (CDA). If the City's Park's Dept., ACHD, and the developer enter into a CDA, the developer will manage the construction of the signal.
2. The final plat shall include the following revisions:
- i. All alleys shall demonstrate compliance with the standards listed in UDC 11-6C-3B.5. A ribbon curb shall be constructed instead of a rolled curb, all alleys shall serve as fire lanes and the entrance to the alley from the public street shall provide a minimum 28' inside and 48' outside turning radius.
 - ii. Include a note granting ingress/egress to all lots from the private street(s) on Lot 1, Block 1.
 - iii. Comply with the ACHD structural standards for streets, as shown on design and construction documents prepared and certified by a registered professional engineer, per UDC 11-3F-4A.8.
 - iv. Depict an attached 4' wide sidewalk along the west side of Alley A for safe pedestrian access within the development in accord with UDC 11-3F-4A.2.
3. The landscape plan submitted with the final plat application shall include the following revisions:
- i. A 5' wide landscape strip shall be provided along the north side of the pathway along the front of Lots 43-48 (depicted on the plat as Lots 44-49) with landscaping in accord with the standards listed in UDC 11-3B-12C or submit an application for alternative compliance to the standard (see UDC 11-5B-5 for more information).
 - ii. Depict the location of the dog waste station.
 - iii. Depict an attached 4' wide sidewalk along the west side of Alley A for safe pedestrian access within the development in accord with UDC 11-3F-4A.2.
 - iv. Correct the lot numbers on the plan to match that on the plat.
4. All alleys shall comply with the standards listed in UDC 11-6C-3B.5.
5. On-street parking is only allowed on one (1) side of the 27' wide private streets. The other side shall be signed "No Parking".

6. No parking shall be allowed on either side of the street within 50' of the alley entrance as measured from the centerline of the alley; the curbs shall be painted red or "No Parking" signs erected in these areas.
7. The private street connection at the northern boundary of the site to N. Buckstone Ave. and the connection of the private street (Wind Drift Ln.) to N. Venable Ave. shall be approved by ACHD, per UDC 11-3F-4B.2.
8. The private street connections to public streets shall not be gated.
9. The private streets shall be constructed in accord with the roadway and storm drainage standards of the transportation authority or as approved by the City of Meridian based on plans submitted by a certified engineer, per UDC 11-3F-4C.2.
10. The Director approved the two (2) private streets within the development on Lot 1, Block 1 of the proposed subdivision with 4' wide attached sidewalks; and the private street adjacent to the southern boundary of the development on Lot 2, Block 1, Driftwood Subdivision subject to completion of the tasks in UDC 11-3F-3B. These tasks shall be completed and documentation of such submitted to the Planning Division prior to City Engineer signature on the final plat.
11. A copy of the existing Declaration of Access Easement and Private Drive Access Easement Agreement for Lot 2, Block 1, Driftwood Subdivision referenced in plat note #5 on the Driftwood Subdivision plat shall be submitted that grants access to the proposed development from the private street. In the absence of such access easement, a new recorded easement agreement shall be recorded and a copy submitted with the final plat signature application.
12. Compliance with the standards for all traditional neighborhood districts listed in UDC 11-2D-3 and the dimensional standards for the TN-R district in UDC 11-2D-6 is required.
13. All dwelling units shall have a minimum of two (2) lights at the front of the unit per UDC 11-2D-2F. All dwelling units on alley accessed properties shall have a minimum of two (2) lights along the alley. All required lighting shall prevent uplighting and shall be on a photocell that activates the lighting at dusk and turns it off at dawn.
14. Staff's failure to cite all relevant UDC requirements does not relieve the applicant from compliance.
15. The preliminary plat approval shall become null and void if the applicant fails to either: 1) obtain the City Engineer's signature on a final plat within two (2) years of the date of the approved findings; or obtain approval of a time extension as set forth in UDC 11-6B-7.

B. Meridian Public Works

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=427936&dbid=0&repo=MeridianCity&cr=1>

C. Idaho Department of Environmental Quality (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=428444&dbid=0&repo=MeridianCity>

D. Ada County Highway District (ACHD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=429879&dbid=0&repo=MeridianCity>

E. Idaho Transportation Department (ITD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=428427&dbid=0&repo=MeridianCity>

V. FINDINGS

A. Rezone (UDC 11-5B-3E)

Upon recommendation from the commission, the council shall make a full investigation and shall, at the public hearing, review the application. In order to grant an annexation and/or rezone, the council shall make the following findings:

1. The map amendment complies with the applicable provisions of the comprehensive plan;
The City Council finds the proposed map amendment from C-C to TN-R complies with the applicable provisions in the Comprehensive Plan. The TN-R zoning district is listed as an approved zoning district and the proposed townhouse dwellings are listed as an approved use in the MU-C designation.
2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;
The City Council finds the map amendment complies with the regulations outlined for the TN-R district and contributes to the mix of uses and is a compact development that facilitates the efficient use of services consistent with the purpose statement of the traditional neighborhood districts.
3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;
The City Council finds the map amendment shall not be materially detrimental to the public health, safety, and welfare.
4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, school districts; and
The City Council finds the map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city. Comments were not received from the school district in order to determine if there would be an adverse impact to area schools.
5. The annexation (as applicable) is in the best interest of city.
This finding is not applicable as the request is for a rezone.

B. Preliminary Plat (UDC-6B-6)

In consideration of a preliminary plat, combined preliminary and final plat, or short plat, the decision-making body shall make the following findings:

1. The plat is in conformance with the comprehensive plan and is consistent with this unified development code;
The City Council finds the proposed plat is in conformance with the Comprehensive Plan and will be consistent with the UDC if the Applicant complies with the above-noted conditions.
2. Public services are available or can be made available and are adequate to accommodate the proposed development;
The City Council finds public services are available and are adequate to accommodate the proposed development.
3. The plat is in conformance with scheduled public improvements in accord with the city's capital improvement program;
The City Council finds the proposed plat is in conformance with scheduled public improvements in accord with the City's CIP.

4. There is public financial capability of supporting services for the proposed development;
The City Council finds there is public financial capability of supporting services for the proposed development.
5. The development will not be detrimental to the public health, safety or general welfare; and
The City Council finds the proposed development will not be detrimental to the public health, safety or general welfare.
6. The development preserves significant natural, scenic or historic features.
The City Council is unaware of any significant natural, scenic or historic features that need to be preserved with this development.

C. Private Streets

In order to approve the application, the Director shall find the following:

1. The design of the private street meets the requirements of this Article;
The Director finds the private streets meet the design requirements in UDC 11-3F-4B.
2. Granting approval of the private street would not cause damage, hazard, or nuisance, or other detriment to persons, property, or uses in the vicinity; and
The Director finds granting approval of the private streets would not cause damage, hazard, or nuisance, or other detriment to persons, property, or uses in the vicinity.
3. The use and location of the private street shall not conflict with the comprehensive plan and/or the regional transportation plan.
The Director finds the use and location of the private streets shall not conflict with the comprehensive plan and/or the regional transportation plan.
4. The proposed residential development (if applicable) is a gated community, promotes infill, or is a planned unit development.
The Director finds the proposed development is not gated or a planned unit development but does promote infill.

VI. ACTION

A. Staff:

Staff recommends approval of the proposed MDA, PP and RZ applications. The Director has approved the proposed private streets contingent upon City Council's approval of the preliminary plat.

B. Commission:

The Meridian Planning & Zoning Commission heard these items on February 19, 2026. At the public hearing, the Commission moved to recommend approval of the subject PP and RZ requests.

1. Summary of Commission public hearing:
 - a. In favor: Eli Benski and Mike Wardle, Brighton Corp.
 - b. In opposition: None
 - c. Commenting: Lisa House
 - d. Written testimony: Eli Benski, Brighton Corp.
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:

- a. Desire for the traffic signal to be completed prior to development of this property due to the high level of traffic congestion already in this area.
- 3. Key issue(s) of discussion by Commission:
 - a. Concern there isn't adequate off-street parking provided on the site.
 - b. Concern pertaining to the transition in density to the development to the north.
 - c. The signal isn't warranted at this time but is proposed to be installed earlier than warranted through a Cooperative Development Agreement (CDA) with ACHD, the City Park's Dept. and the developer.
- 4. Commission change(s) to Staff recommendation:
 - a. At the request of the Applicant, the Commission modified DA provision #1.iv as follows: "Settler's Park requires a signal at the Venable/Ustick intersection as part of their mitigation for the future Community Center. The developer will continue to pursue a Cooperative Development Agreement (CDA). If the City's Park's Dept., ACHD, and the developer enter into a CDA, the developer will manage the construction of the signal."
- 5. Outstanding issue(s) for City Council:
 - a. None

C. City Council:

The Meridian City Council heard these items on March 17, 2026. At the public hearing, the Council moved to approve the subject MDA, RZ and PP requests.

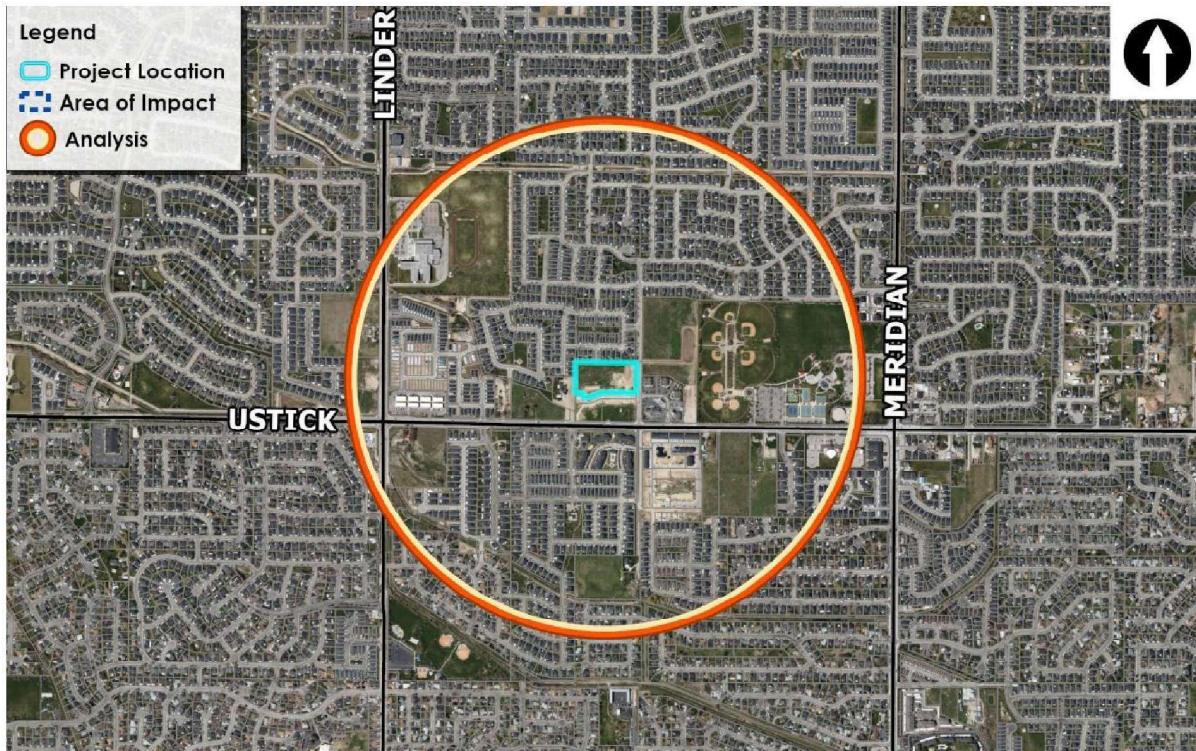
- 1. Summary of the City Council public hearing:
 - a. In favor: Eli Benski, Brighton Corp.
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: None
- 2. Key issue(s) of public testimony:
 - a. None
- 3. Key issue(s) of discussion by City Council:
 - a. Concern pertaining to the adequacy of parking within the development and parking along Venable Ave.
 - b. Belief the proposed townhomes are a good use in this area and consistent with the Comprehensive Plan.
- 4. City Council change(s) to Commission recommendation:
 - a. None

VII. EXHIBITS

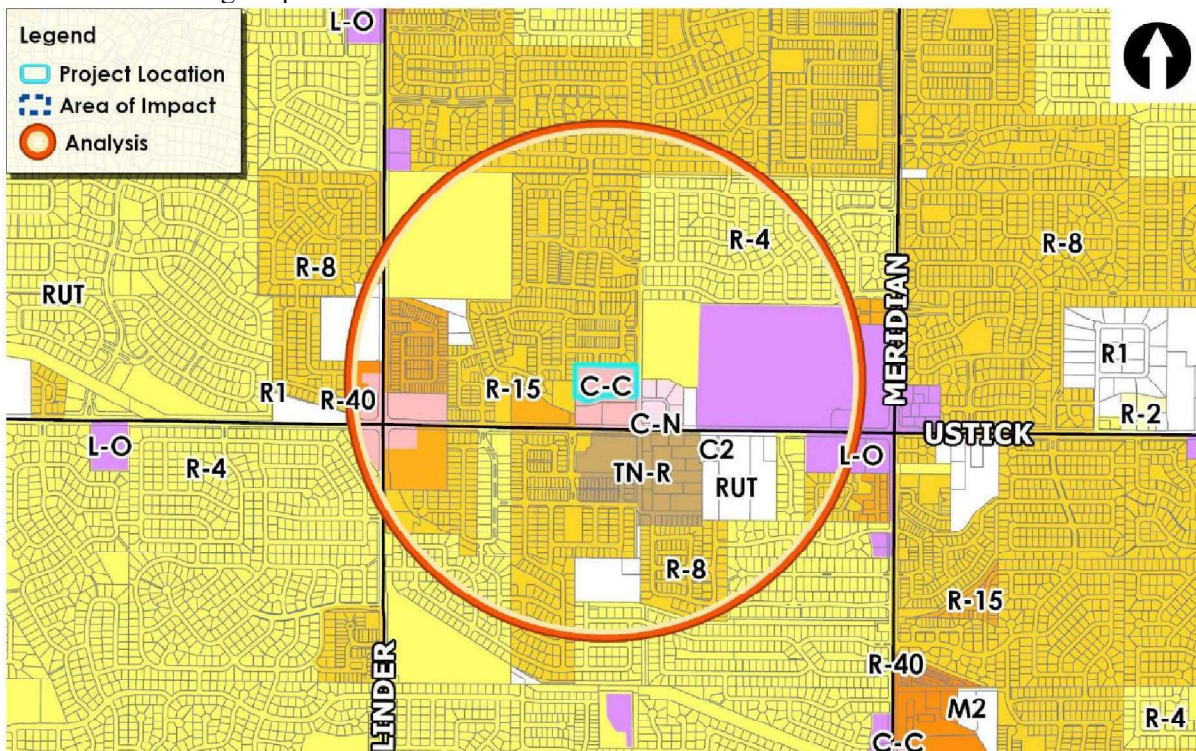
A. Project Area Maps

(link to [Project Overview](#))

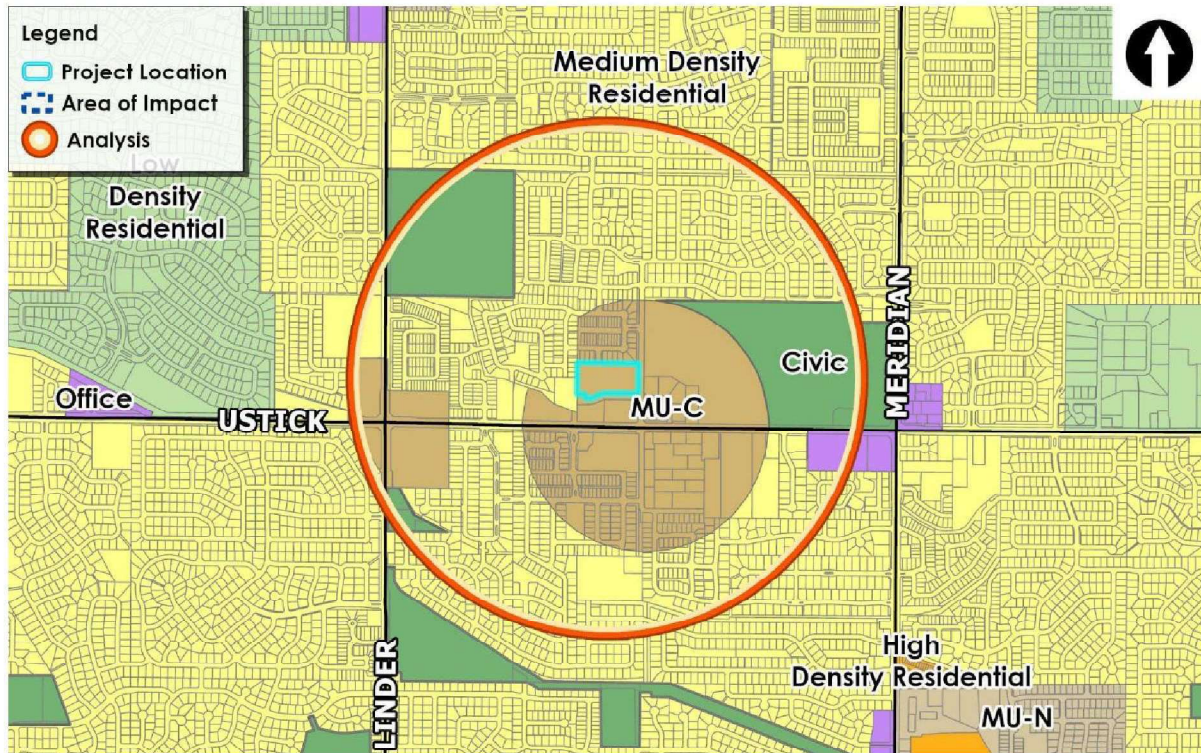
1. Aerial



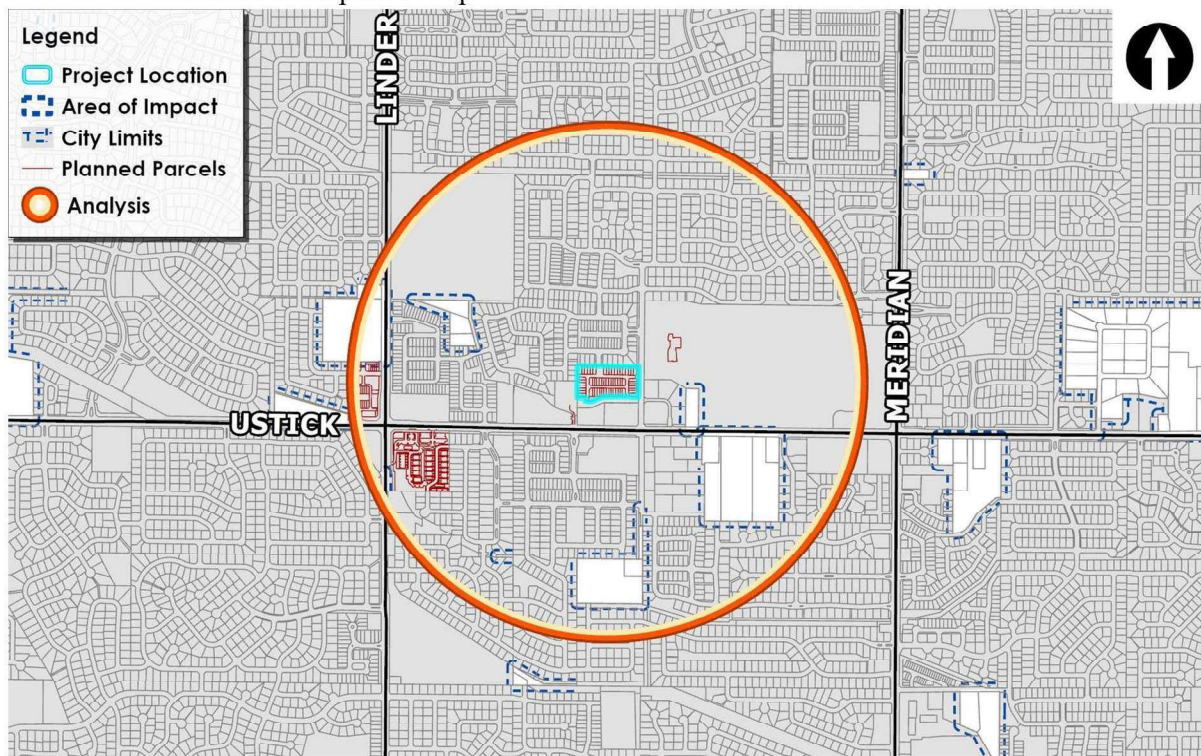
2. Zoning Map



3. Future Land Use



4. Planned Development Map



5. Map Notes

Nearby Recent Preliminary Plats (within last 5-years)							
H-2018-0060	H-2019-0094	H-2020-0081	H-2021-0027	H-2021-0040	H-2021-0071	H-2021-0102	H-2022-0026
H-2022-0086	H-2022-0093	H-2023-0021	H-2024-0017	H-2024-0036			

Nearby Recent Conditional Use Permits (within last 5-years)						
H-2019-0109	H-2020-0112	H-2021-0071	H-2021-0102	H-2022-0005	H-2024-0060	H-2024-0073

B. Subject Site Photo



C. Service Accessibility Report

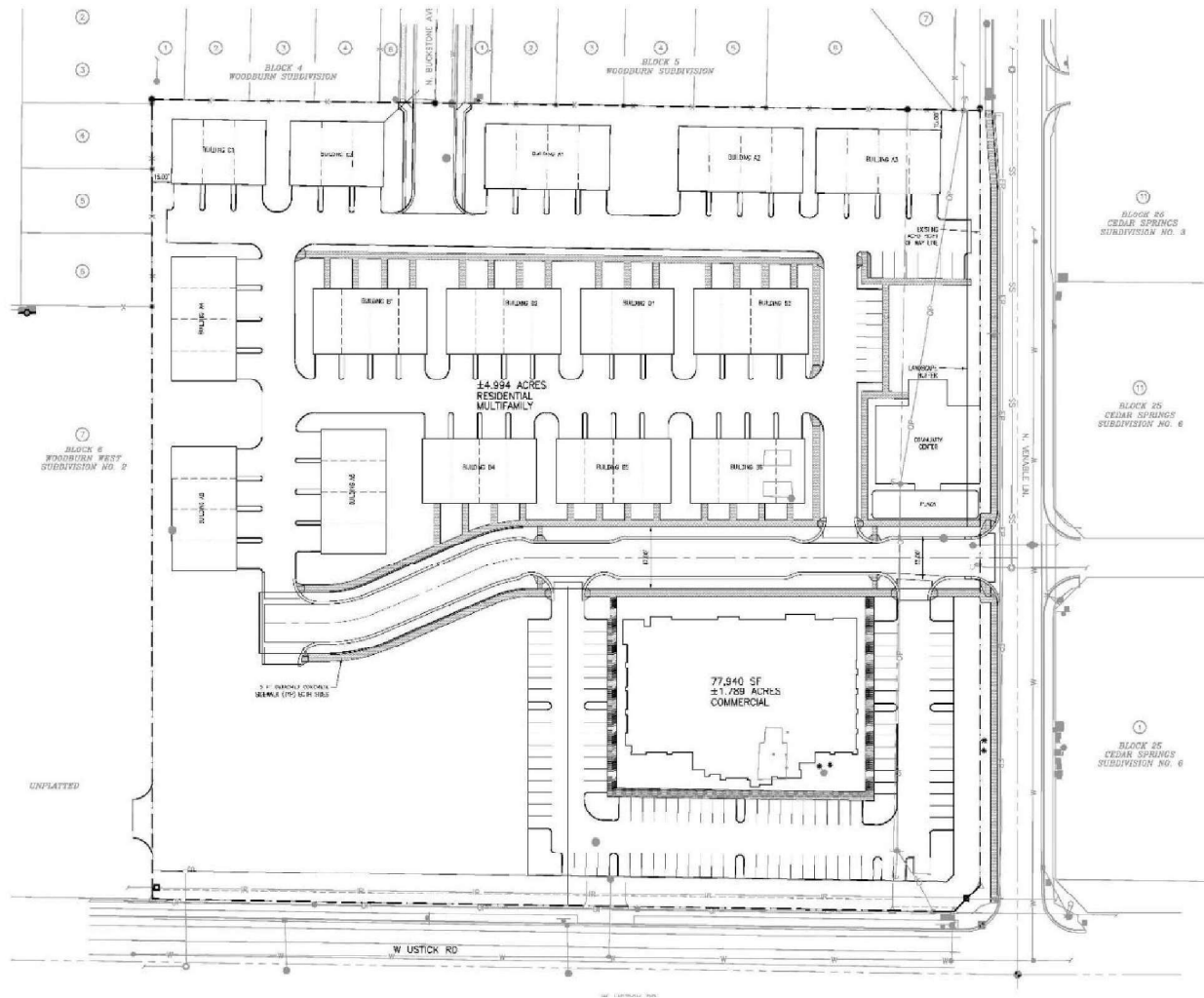
PARCEL R1931270100 SERVICE ACCESSIBILITY

Overall Score: 27	36th Percentile
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Criteria	Description	Indicator
Location	In City Limits	GREEN
Extension Sewer	Trunkshed mains < 500 ft. from parcel	GREEN
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time 5-9 min.	YELLOW
Emergency Services Police	Reporting District meets response time goals some of the time	YELLOW
Pathways	Within 1/4 mile of current pathways	GREEN
Transit	Not within 1/4 of current or future transit route	RED
Arterial Road Buildout Status	Ultimate configuration (# of lanes in master streets plan) matches existing (# of lanes)	GREEN
School Walking Proximity	Within 1/2 mile walking	GREEN
School Drivability	Either a High School or College within 2 miles OR a Middle or Elementary School within 1 mile driving (existing or future)	GREEN
Park Walkability	Either a Regional Park within 1 mile OR a Community Park within 1/2 mile OR a Neighborhood Park within 1/4 mile walking	GREEN

Report generated on 02-09-2026 by MERIDIAN\vsallen

D. Existing Conceptual Development Plan & Building Elevations Included in Development Agreement Proposed to be Modified (dated: November 2021)





E. Proposed Conceptual Development Plan & Building Elevations Proposed to be Included in Amended Development Agreement





Paired Carriage Lane Accessed Homes



Paired Street Accessed Homes

F. Rezone Legal Description & Exhibit Map



IDAHO
SURVEY
GROUP

EXHIBIT A

9939 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570

Driftwood Townhomes TN-R Rezone Boundary Description

Project Number 25-018 October 7, 2025

A parcel of land situated in the southeast quarter of the southwest quarter of Section 36, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the south quarter-section corner of Section 36, Township 4 North, Range 1 West, Boise Meridian;
Thence N00°27'20"E, 351.16 feet along the east line of the southeast quarter of the southwest quarter to the POINT OF BEGINNING:

Thence N89°32'54"W, 107.47 feet along the southerly boundary of Lot 1 of Block 1 of Driftwood Subdivision (Book 130 of Plats at Pages 21530 through 21534, records of Ada County, Idaho) and the easterly extension thereof;

Thence N00°25'08"E, 4.00 feet along the southerly boundary of Lot 1;

Thence N89°32'54"W, 57.05 feet along the southerly boundary of Lot 1;

Thence S00°25'08"W, 4.00 feet along the southerly boundary of Lot 1;

Thence N89°32'54"W, 209.59 feet along the southerly boundary of Lot 1;

Thence 52.76 feet on a curve to the left, having a radius of 130.50 feet, a central angle of 23°09'58", a chord bearing of S78°52'07"W, and a chord length of 52.41 feet, along the southerly boundary of Lot 1;

Thence S67°17'07"W, 86.11 feet along the southerly boundary of Lot 1;

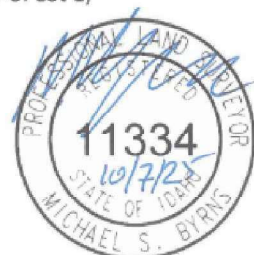
Thence 28.10 feet on a curve to the right, having a radius of 69.50 feet, a central angle of 23°09'58", a chord bearing of S78°52'07"W, and a chord length of 27.91 feet, along the southerly boundary of Lot 1;

Thence N89°32'54"W, 9.50 feet along the southerly boundary of Lot 1;

Thence N00°25'08"E, 3.00 feet along the southerly boundary of Lot 1;

Thence N89°32'54"W, 40.00 feet along the southerly boundary of Lot 1;

Thence N00°25'08"E, 36.50 feet along the southerly boundary of Lot 1;





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GROUP

9939 W Emerald St
Boise, ID 83704
Phone: (208) 846-8570

Driftwood Townhomes TN-R Rezone Boundary Description continued...

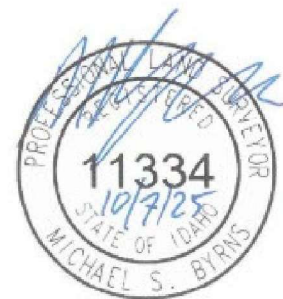
Thence N89°32'54"W, 84.50 feet along the southerly boundary of Lot 1 to the southwest corner of Lot 1;

Thence N00°25'08"E, 332.84 feet along the west boundary of Lot 1 to the northwest corner of Lot 1;

Thence S88°47'16"E, 666.24 feet along the north boundary of Lot 1 and the easterly extension thereof to the east line of the southeast quarter of the southwest quarter;

Thence S00°27'20"W, 313.50 feet along the east line of the southeast quarter of the southwest quarter to the POINT OF BEGINNING.

The above-described parcel contains 5.01 acres, more or less.



Line Table		
Line	Bearing	Length
L1	N89°32'54"W	107.47'
L2	N00°25'08"E	4.00'
L3	N89°32'54"W	57.05'
L4	S00°25'08"W	4.00'
L5	N89°32'54"W	209.59'
L6	S67°17'07"W	86.11'
L7	N89°32'54"W	9.50'
L8	N00°25'08"E	3.00'
L9	N89°32'54"W	40.00'
L10	N00°25'08"E	36.50'
L11	N89°32'54"W	84.50'

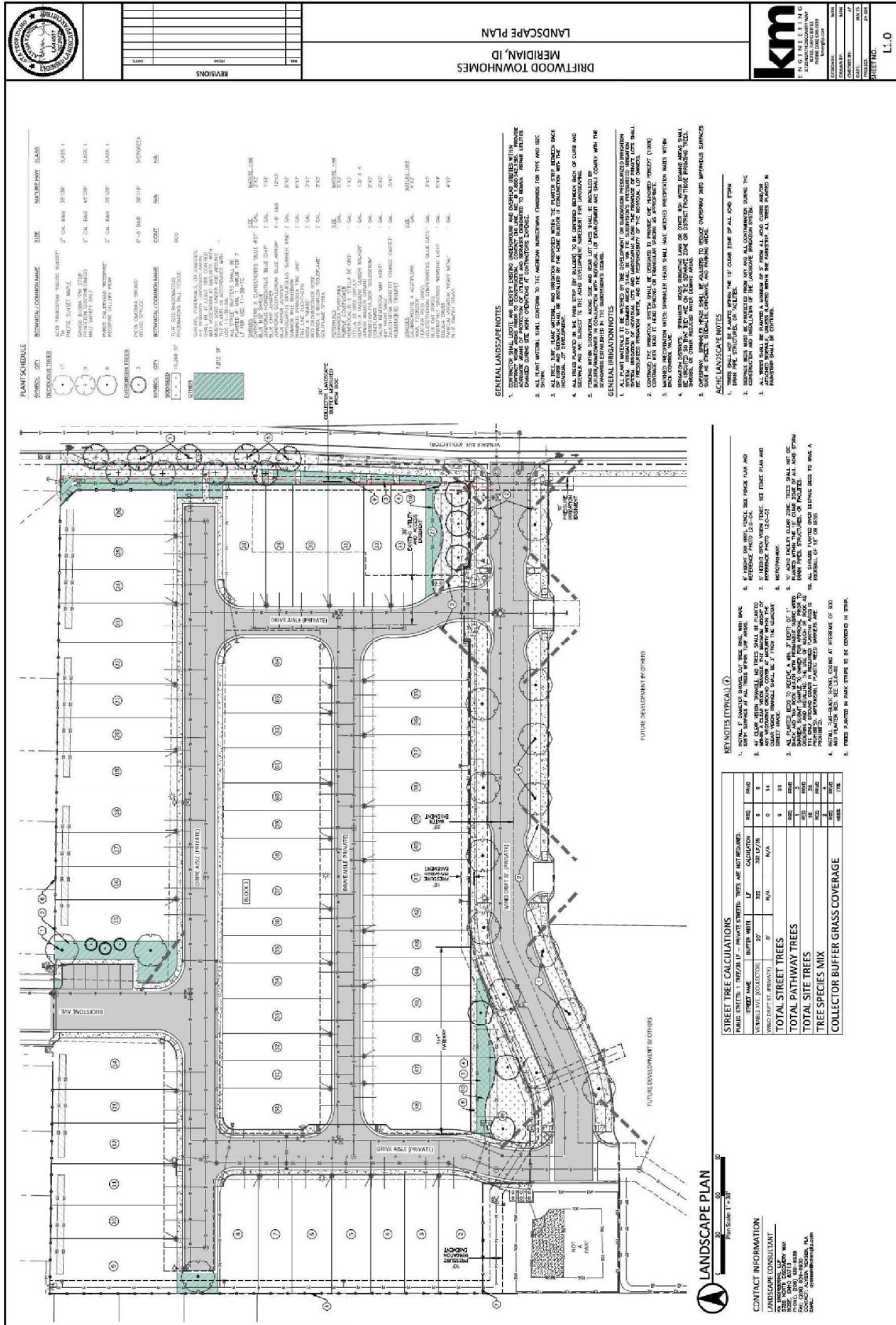
Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	52.76'	130.50'	23°09'58"	S78°52'07"W	52.41'
C2	28.10'	69.50'	23°09'58"	S78°52'07"W	27.91'

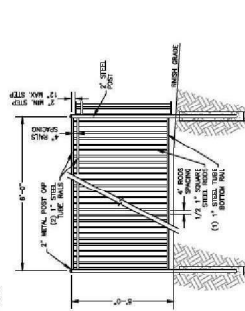
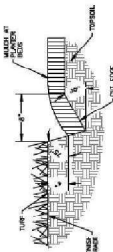
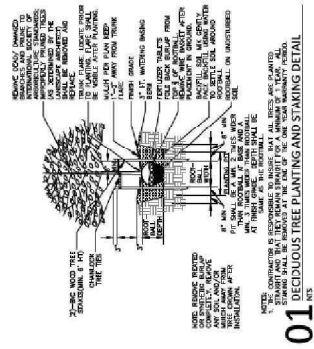


P:\Driftwood Townhomes Replat 25-018\dwg\25-018 Rezone Exhibit.dwg 10/7/2025 2:28:22 PM

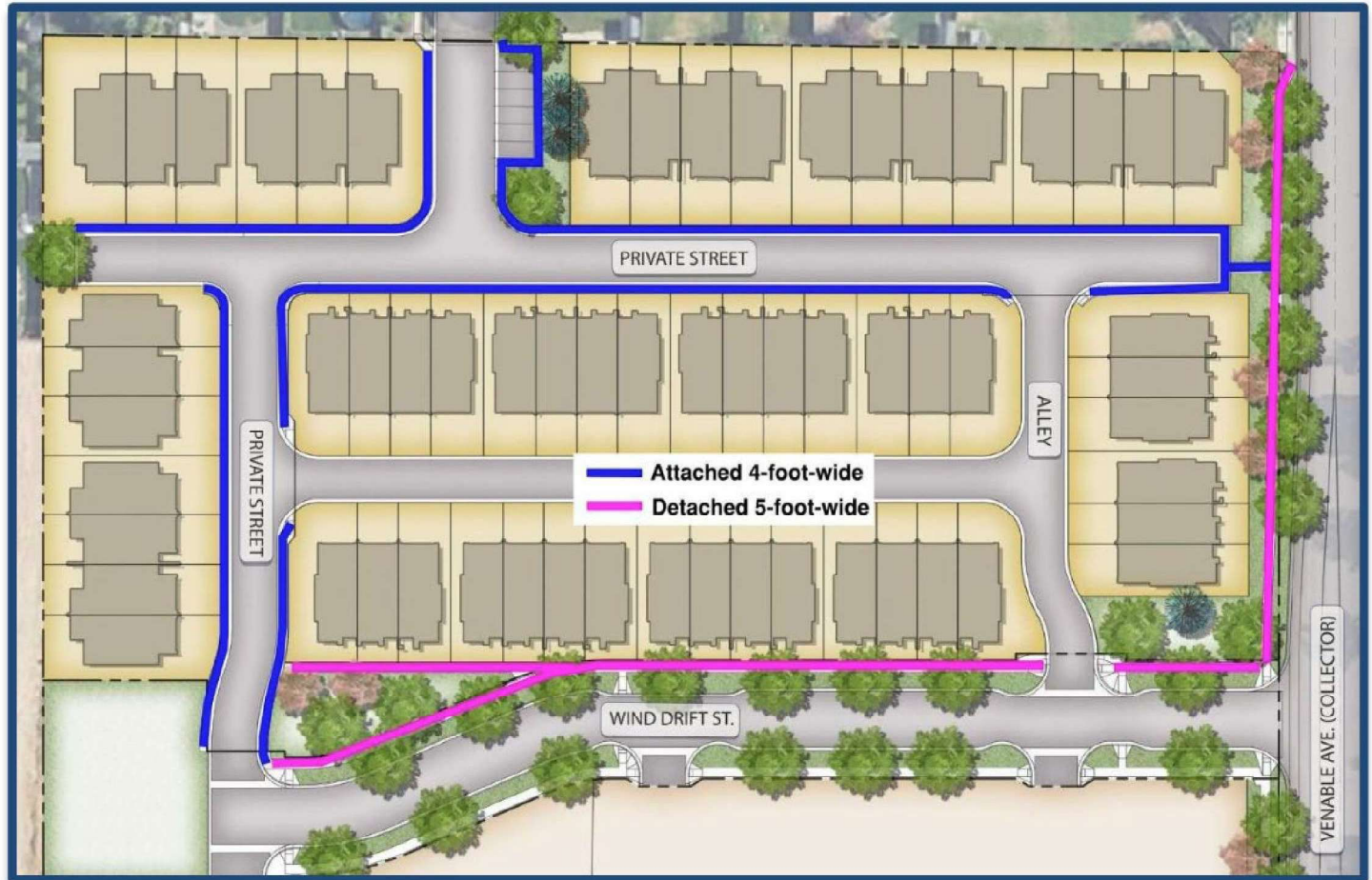
 IDAHO SURVEY GROUP, LLC	6935 W EMERALD ST. BOISE, IDAHO 83704 (208) 845-8570	Exhibit "B"		Job No. 25-018
		Driftwood Townhomes		Sheet No.
		TN-R Rezone		2 of 2
		Situated in the SE1/4 of the SW1/4 of Section 36, T.4N., R.1W., B.M., City of Meridian, Ada County, Idaho.		

[illegible]





I. Pedestrian Plan



Internal Pedestrian Access

J. Development Agreement Legal Description



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SURVEY
GROUP

EXHIBIT A

9939 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570

**Driftwood Townhomes
DA MOD Preliminary Plat
Boundary Description**

Project Number 25-018 November 4, 2025

Lot 1 of Block 1 of Driftwood Subdivision (Book 130 of Plats at Pages 21530 through 21534, records of Ada County, Idaho), situated in the southeast quarter of the southwest quarter of Section 36, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the southwest corner of Section 36, Township 4 North, Range 1 West, Boise Meridian;

Thence S89°09'46"E, 1996.71 feet along the south line of Section 36;

Thence N00°01'56"W, 40.01 feet to the southwest corner of Driftwood Subdivision;

Thence continuing N00°01'56"W, 282.94 feet along the west boundary of Driftwood Subdivision to the southwest corner of Lot 1, the POINT OF BEGINNING:

Thence continuing N00°01'56"W, 332.84 feet along the west boundary of Lot 1 to the northwest corner of Lot 1;

Thence S89°14'20"E, 637.24 feet along the north boundary of Lot 1 to the northeast corner of Lot 1,

Thence S00°00'16"W, 313.88 feet along the east boundary of Lot 1 to the southeast corner of Lot 1;

Thence N89°59'58"W, 78.47 feet along the southerly boundary of Lot 1;

Thence N00°01'56"W, 4.00 feet along the southerly boundary of Lot 1;

Thence N89°59'58"W, 57.05 feet along the southerly boundary of Lot 1;

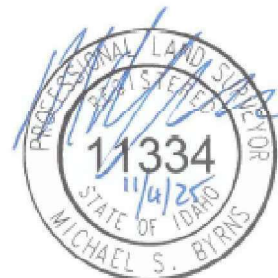
Thence S00°01'56"E, 4.00 feet along the southerly boundary of Lot 1;

Thence N89°59'58"W, 209.59 feet along the southerly boundary of Lot 1;

Thence 52.76 feet on a curve to the left, having a radius of 130.50 feet, a central angle of 23°09'58", a chord bearing of S78°25'03"W, and a chord length of 52.41 feet, along the southerly boundary of Lot 1;

Thence S66°50'04"W, 86.11 feet along the southerly boundary of Lot 1;

Thence 28.10 feet on a curve to the right, having a radius of 69.50 feet, a central angle of 23°09'58", a chord





IDAHO
SURVEY
GROUP

9939 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570

Driftwood Townhomes DA MOD Preliminary Plat Boundary Description continued...

bearing of $S78^{\circ}25'03''W$, and a chord length of 27.91 feet, along the southerly boundary of Lot 1;

Thence $N89^{\circ}59'58''W$, 9.50 feet along the southerly boundary of Lot 1;

Thence $N00^{\circ}01'56''W$, 3.00 feet along the southerly boundary of Lot 1;

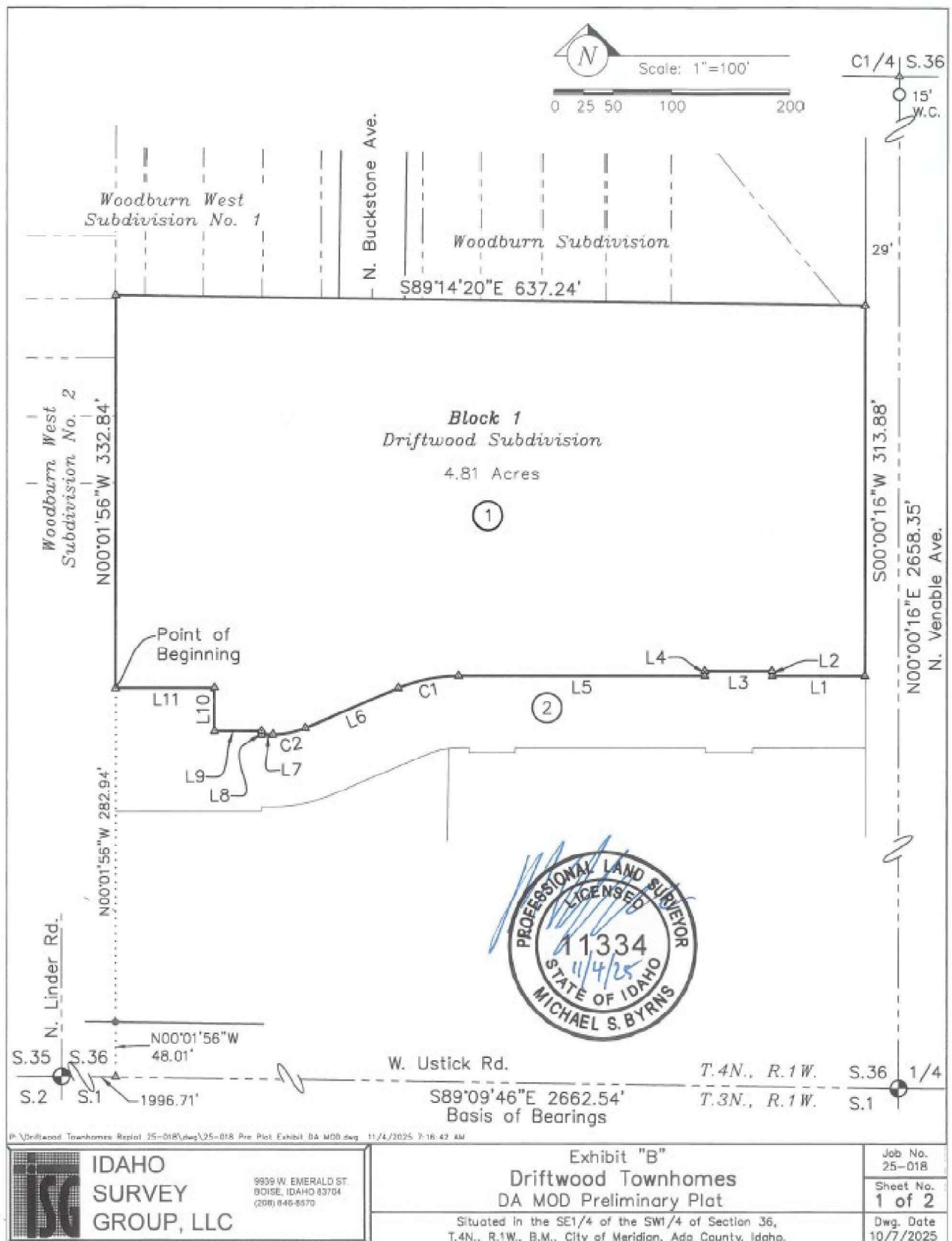
Thence $N89^{\circ}59'58''W$, 40.00 feet along the southerly boundary of Lot 1;

Thence $N00^{\circ}01'56''W$, 36.50 feet along the southerly boundary of Lot 1;

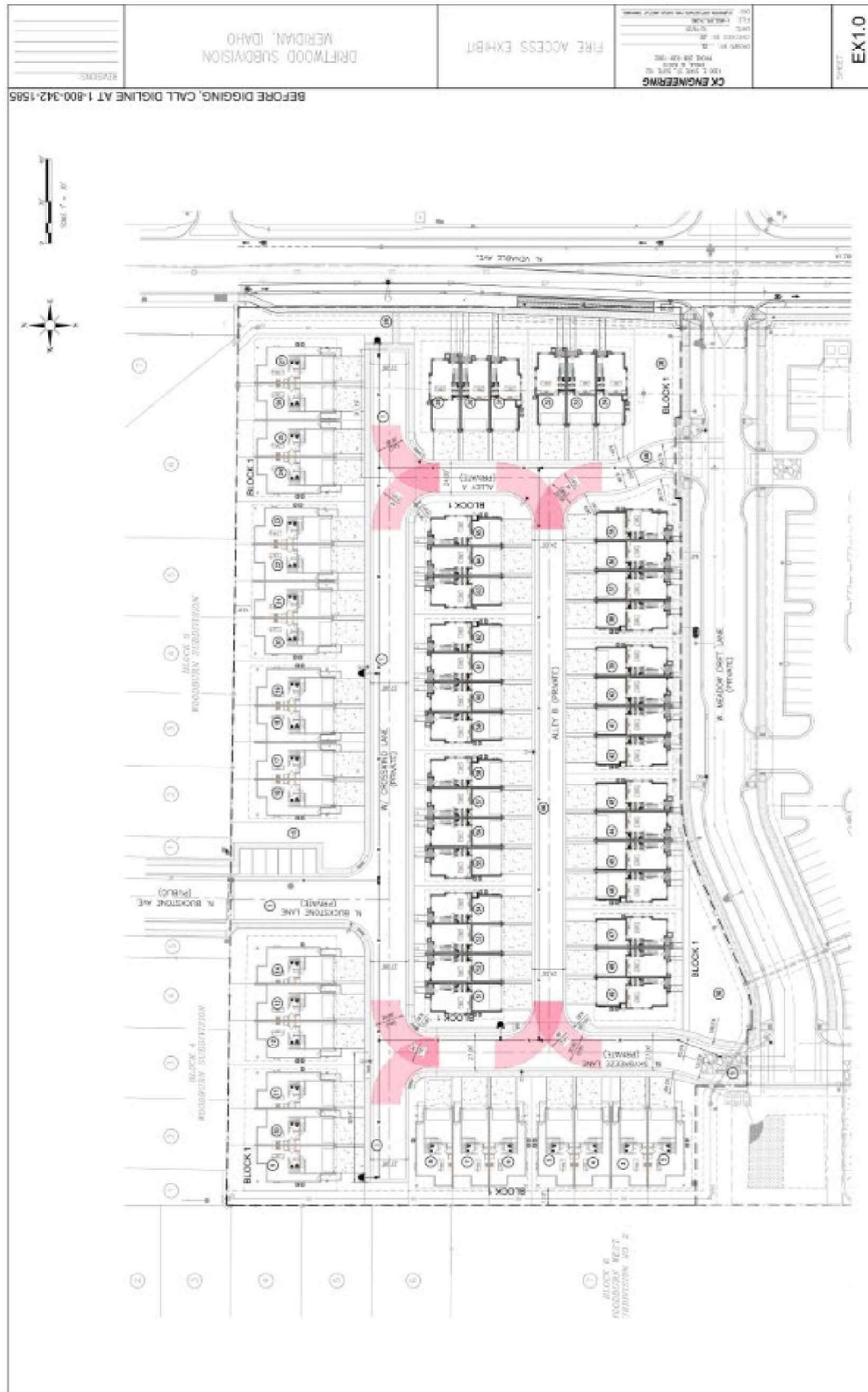
Thence $N89^{\circ}59'58''W$, 84.50 feet along the southerly boundary of Lot 1 to the
POINT OF BEGINNING.

The above-described parcel contains 4.81 acres, more or less.





K. Fire Access Exhibit



VIII. ADDITIONAL NOTES & DETAILS FOR STAFF REPORT MAPS, TABLES, AND CHARTS

(link to [Community Metrics](#))

A. One-Mile Radius Existing Condition Notes

This data is automatically derived from enterprise application and GIS databases, and exported dynamically. Date retrieved notes generally reflect data acquired or processed within the last 30-days. Analysis is based on a one-mile radius from the centroid of the identified parcel. Parcel based data excludes certain properties and represents land as it exists now. Properties considered are only those with a total assessed value greater than 0 (i.e. excludes most HOA area, transitional development, government, and quasi government facilities). The following values also constrain included property acreage to reduce outliers and non-conforming instances from distorting averages: $R-2 < 5.0$; $R-4 < 2.0$; $R-8 < 1.0$; $R-15 < 0.5$; $R-40 < 0.25$.

Conditional Use Permits and Preliminary plat data likely include duplicate project submittals as they may be for the same project, approved at different times through multiple application types. Consider each independently or review prior application approvals. Some approved entitlements, and particularly older ones, may be constructed.

Decennial population counts and household counts are based on the most recent Decennial Census. Current population and current household values are COMPASS estimates, usually for the year previous, and are based on traffic analysis zone boundaries (TAZ's).

B. ACHD Roadway Infographic Notes

The Ada County Highway District utilizes a number of planning and analysis tools to understand existing and future roadway conditions.

- **Existing Level of service (LOS).** LOS indicator is a common metric to consider a driver's experience with a letter ranking from A to F. Letter A represents free flow conditions, and on the other end Level F represents forced flow with stop and go conditions. These conditions usually represent peak hour driver experience. ACHD considers Level D, stable flow, to be acceptable. The LOS does not represent conditions for bikes or pedestrians, nor indicate whether improvements are possible; if there are acceptable tradeoffs; or if there is a reasonable cost-benefit.
- **Integrated Five Year Work Plan (IFYWP).** The IFYWP marker (yes/no) indicates whether the specified roadway is listed in the next 5-years. This work may vary, from concept design to construction.
- **Capital Improvement Plan (CIP).** The CIP marker (yes/no) indicates whether the specified roadway is programmed for improvement in the next 20-years.