

## ADDENDUM TO DEVELOPMENT AGREEMENT

- PARTIES:**
1. City of Meridian
  2. James Peterson, Owner/Developer

THIS ADDENDUM TO DEVELOPMENT AGREEMENT is dated this 17<sup>th</sup> day of March, 2022, (“ADDENDUM”), by and between **City of Meridian**, a municipal corporation of the State of Idaho (“CITY”), whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 and **James Peterson**, (“OWNER/DEVELOPER”) whose address is 197 W. 4860 S.. Murray, UT 84107

### RECITALS

A. OWNER/DEVELOPER has submitted an application for a Modification to the Development Agreement recorded as Instrument # 2019-124424 in Ada County Records to update the conceptual development plan to include a daycare facility instead of a retail use and removal of the 3-story office building in favor of a smaller retail/office building. The Meridian City Council approved said application with Findings of Fact and Conclusions of Law as in the attached Exhibit “A”.

B. CITY and OWNER/DEVELOPER now desire to amend said Development Agreement, which terms have been approved by the Meridian City Council in accordance with Idaho Code Section 67-6511.

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

1. OWNER/DEVELOPER shall be bound by the terms of the Development Agreement recorded as Instrument # 2019-124424, except as specifically amended as follows:

Conceptual development plan is updated to include a daycare facility instead of a retail use and removal of the 3-story office building in favor of a smaller retail/office building as shown in the “Proposed Conceptual Development Plan” - Exhibit B of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “A”.

2. That Owner/Developer agrees to abide by all ordinances of the City of Meridian and the Property shall be subject to de-annexation if the Owner/Developer, or their assigns, heirs, or successor shall not meet the conditions of this Addendum, and the Ordinances of the City of Meridian as herein provided.

3. This Addendum shall be binding upon and insure to the benefit of the parties’ respective heirs, successors, assigns and personal representatives, including City’s corporate authorities and their successors in office. This Addendum shall be binding on the Owner/Developer of the Property, each subsequent owner and any other person(s) 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 hereon 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 Addendum if City, in its sole and reasonable discretion, had determined that Owner/Developer have fully performed its obligations under this Addendum.

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

5. This Addendum sets forth all promises, inducements, agreements, condition, and understandings between Owner/Developer and City relative to the subject matter herein, and there are no promises, agreements, conditions or under-standing, 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 Addendum 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.

- a. Except as herein provided, no condition governing the uses and/or conditions governing development of the subject Property herein provided for can be modified or amended within the approval of the City Council after the City has conducted 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.

6. This Addendum shall be effective as of the date herein above written.

7. Except as amended by the Addendums, all terms of the previous Agreements shall remain in full force and effect.

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:

[Signature]  
James Peterson

CITY OF MERIDIAN

Attest:

\_\_\_\_\_  
Mayor Robert E. Simison

\_\_\_\_\_  
Chris Johnson, City Clerk

STATE OF UTAH )  
 ) ss.  
County of Salt Lake )

On this 17<sup>th</sup> day of March, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **James Peterson** known or identified to me to be the person who executed the instrument above.

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



[Signature]  
Notary Public for James Peterson  
Residing at: Salt Lake County  
My commission expires: 03-31-2025

STATE OF IDAHO )  
 : ss  
County of Ada )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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  
Residing at: \_\_\_\_\_  
Commission expires: \_\_\_\_\_