

ADDENDUM TO DEVELOPMENT AGREEMENT

- PARTIES:**
1. City of Meridian
 2. C4 Land LLC, Owner
 3. G20 LLC, Developer

THIS SECOND ADDENDUM TO DEVELOPMENT AGREEMENT is dated this ____ day of _____, 2019, ("SECOND 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 **C4 Land LLC**, whose address is 4824 W. Fairview Ave., Boise, ID 83709 hereinafter called OWNER and **G20 LLC**, whose address is 4824 W. Fairview Ave., Boise, ID 83709, hereinafter called DEVELOPER.

RECITALS

A. City and OWNER and/or DEVELOPER entered into that certain Development Agreement that was recorded on June 7, 2018 in the real property records of Ada County as Instrument No. 2018-052339 ("DEVELOPMENT AGREEMENT") and Addendum to Development Agreement that was recorded on March 20, 2019 in the real property records of Ada County as Instrument No. 2019-021791 ("ADDENDUM TO DEVELOPMENT AGREEMENT")

B. City and OWNER/DEVELOPER now desire to amend the Development Agreement (Instrument no. 2018-052339) and terminate the Addendum to Development Agreement (Instrument no. 2019-021791) with this Second Addendum to Development Agreement which terms have been approved by the Meridian City Council in accordance with Idaho Code § 67-6511 on November 17, 2020.

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 original Development Agreement, except as specifically amended as follows:

5. CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:

5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:

- a. Except the public street access to E. Lake Hazel Road from East Ridge Avenue, direct lot access to E. Lake Hazel Road, an arterial street, is prohibited in accord with UDC 11-3A-3.
- b. Future development of this site shall be generally consistent with the preliminary plat and building elevations depicted in Exhibit A of the Staff Report attached to Exhibit "A" to the, Findings of Fact Conclusions of Law and the revisions noted in the staff report.

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- c. The applicant shall comply with the submitted home elevations attached in Exhibit A.4 of the Staff Report attached to Exhibit "A", Findings of Fact Conclusions of Law. The rear and/or side of structures that face arterial or collector streets (Lots 2-5 of Block 1, Lots 55, 56, 59, 60, 63, 64, 67, 68, 71 and 72 of Block 2), shall incorporate articulation through changes in two or more of the following: modulation (e.g. – projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. Single-story structures are exempt from this requirement.
 - d. The site shall develop with a minimum of 10.54% open space (4.32 acres) and shall include the following amenities specific to the Village Concept and other amenities that would be for the use of the estate lots as well as the Village concept. The amenities specific to the Village concept include a dog park, water feature and outdoor ramada. Amenities that would be shared by both the estate lots and the Village concept include a neighborhood park that includes a large grassy area, a shade structure and sitting areas.
 - e. Timing for the construction of the amenities is proposed as shown on the phasing plan in Exhibit A.2 of the Staff Report attached to Exhibit "B" of the Original Development Agreement, Findings of Fact Conclusions of Law.
 - f. The 5-foot detached sidewalk and 25-foot landscape buffer along E. Lake Hazel Road shall be constructed with the first phase of development.
 - g. All product in the Village area is to be single level with a maximum roof height of 25 feet.
 - h. All product in the Village area is to be age restricted.
 - i. All 6 estate lots to be single level with a maximum roof height of 25 feet.
 - j. Rear Setbacks for Lots 1, 2 and 3, Block 3 shall be 45 feet measured from the north property line.
 - k. Rear Setbacks for Lots 6-23 shall be 45 feet.
 - l. Side yard setbacks shall be 7.3 feet for homes on the Rim.
2. OWNER and/or DEVELOPER agrees to abide by all ordinances of the City of Meridian that are consistent with the terms of the Development Agreement and the Project Site shall be subject to de-annexation if the DEVELOPER, or their assigns, heirs, or successors shall not meet the conditions of this Addendum as herein provided, and the Ordinances of the City of Meridian that are consistent with the terms of the Development Agreement and this Second Addendum.
 3. If any provision of this Second Addendum is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Second Addendum and the invalidity thereof shall not affect any of the other provisions contained herein.
 4. This Second Addendum sets forth all promises, inducements, agreements, condition, and understandings between OWNER and/or 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 and/or DEVELOPER and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Second Addendum shall be binding upon the parties hereto unless reduced in writing and signed by them or

their successors in interest or their assigns, and pursuant, with the respect to City, to a duly adopted ordinance or resolution of City.

5. Except as herein provided, no condition governing the uses and/or conditions governing development of the subject Project Site herein provided for can be modified or amended without 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 Second Addendum shall be effective as of the date herein above written.

7. Except as amended by this Second Addendum, all terms of the Development Agreement and Addendum to Development Agreement shall remain in full force and effect.

ACKNOWLEDGMENTS

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

OWNER:
C4 Land LLC



Jim D. Conger, Member

DEVELOPER:
G20 LLC



Jim D. Conger, Member

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

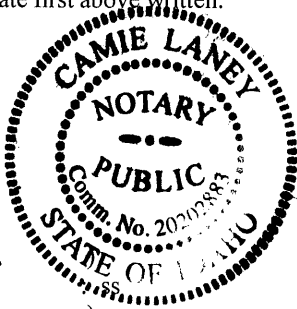
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STATE OF IDAHO,)
 : ss
County of Ada)

On this 4 day of February, 2020¹⁰⁸, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jim D. Conger**, known or identified to me to be the Member of **C4 Land LLC** who signed above and acknowledged to me that he executed the same of behalf of said partnership.

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)



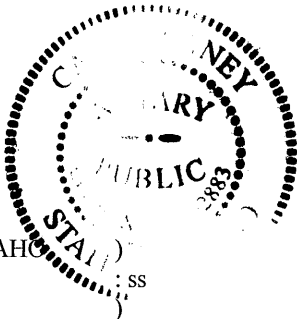
Camie Laney
Notary Public for Idaho
Residing at: Boise, ID
My Commission Expires: 8-3-2026

STATE OF IDAHO,
County of Ada)

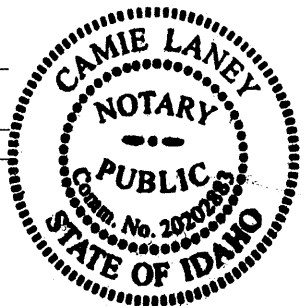
On this 4 day of February, 2020¹⁰⁸, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jim D. Conger**, known or identified to me to be the Member of **G20 LLC** who signed above and acknowledged to me that he executed the same of behalf of said partnership.

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)



Camie Laney
Notary Public for Idaho
Residing at: Boise, ID
My Commission Expires: 8-3-2026



STATE OF IDAHO,
County of Ada)

On this _____ day of _____, 2020, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who 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: _____