

DEVELOPMENT AGREEMENT

- PARTIES:**
- 1. City of Meridian**
 - 2. Brighton Land Holdings LLC, Owner/Developer**
 - 3. DWT Investments LLC, Owner/Developer**
 - 4. Watson Land Holdings 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 **Brighton Land Holdings LLC**, whose address is 2929 W. Navigator Drive, Suite 400, Meridian, Idaho 83642; and **DWT Investments LLC**, whose address is 2929 W. Navigator Drive, Suite 400, Meridian, Idaho 83642; and **Watson Land Holdings LLC**, whose address is 2929 W. Navigator Drive, Suite 400, Meridian, Idaho 83642, hereinafter collectively called “**Owner/Developer**.”

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner/Developer is the sole owner, in law and/or equity, of a certain tract of 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**, City and Owner/Developer entered into that certain Development Agreement recorded on July 9, 2015 in the real property records of Ada County, Idaho as Instrument No. 2015-061375 (“**Development Agreement**”); and Addendum to Development Agreement recorded on December 8, 2016 in the real property records of Ada County, Idaho as Instrument No. 2016-119080 (“**Addendum to Development Agreement**”); and a Second Addendum to Development Agreement recorded on April 24, 2019 in the real property records of

Ada County, Idaho as Instrument No. 2019-033207 (“Second Addendum to Development Agreement”); and a Third Addendum to Development Agreement recorded on May 20, 202 in the real property records of Ada County, Idaho as Instrument No. 2020-059662 (“Third Addendum to Development Agreement”); and a Fourth Addendum to Development Agreement recorded on September 10, 2020 in the real property records of Ada County, Idaho as Instrument No. 2020-117720 (“Fourth Addendum to Development Agreement”).

- 1.5 **WHEREAS**, Owner/Developer have submitted an application for development agreement modification to remove the property listed in **Exhibit “A”** from the existing Development Agreement, Addendum to Development Agreement, Second Addendum to Development Agreement, Third Addendum to Development Agreement, and Fourth Addendum to Development Agreement 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
- 1.6 **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
- 1.7 **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
- 1.8 **WHEREAS**, on the 6th of January, 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
- 1.9 **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
- 1.10 **WHEREAS**, the property listed in **Exhibit “A”** shall no longer be subject to the terms of the existing Development Agreement, Addendum to Development Agreement, Second Addendum to Development Agreement, Third Addendum to Development Agreement, and Fourth Addendum to Development Agreement and shall be bound by the terms contained herein in this new Agreement; and

- 1.11 **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 **OWNERS/DEVELOPERS:** means and refers to collectively:
- 3.2.1 **Brighton Land Holdings LLC**, whose address is 2929 W. Navigator Drive, Suite 400, Meridian, Idaho 83642, owner of said Property and shall include any subsequent owner(s)/developer(s) of the Property; and
- 3.2.2 **DWT Investments LLC**, whose address is 2929 W. Navigator Drive, Suite 400, Meridian, Idaho 83642, owner of said Property and shall include any subsequent owner(s)/ developer(s) of the Property; and
- 3.2.3 **Watson Land Holdings LLC**, whose address is 2929 W. Navigator Drive, Suite 400, Meridian, Idaho 83642, owner of 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 located in the County of Ada, City of Meridian as described in **Exhibit "A"** describing a parcel to be removed from existing Development Agreement, Addendum to Development Agreement, Second Addendum to Development Agreement, Third Addendum to Development Agreement, and Fourth Addendum to Development Agreement, with such parcel being bound by this new Agreement, which **Exhibit "A"** is 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 SUBJECT PROPERTY:**

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

a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, common open space/site amenity exhibit, and conceptual building elevations included in Section VIII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit "B" and the provisions contained herein.

b. Any future development of the site must comply with the City of Meridian ordinances in effect at the time of the development.

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 Zoning Ordinance.

7.2 **Notice and Cure Period.** In the event of Owner/Developer's default 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.
- 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 of the 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, Idaho 83642

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

OWNER/DEVELOPER:
Brighton Land Holdings LLC
2929 W. Navigator Drive, Suite 400
Meridian, Idaho 83642

OWNER/DEVELOPER:
DWT Investments LLC
2929 W. Navigator Drive, Suite 400
Meridian, Idaho 83642

OWNER/DEVELOPER:
Watson Land Holdings LLC
2929 W. Navigator Drive, Suite 400
Meridian, Idaho 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 shall be binding on the Owner/Developer, each subsequent owner 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, condition 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 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.

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:
Brighton Land Holdings LLC**



**By: Robert L. Phillips, President of Brighton Corporation,
Manager of Brighton Land Holdings LLC**

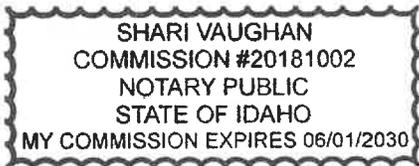
State of Idaho)

: ss:

County of Ada)

On this 12 day of February, 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 President of Brighton Corporation, Manager of **Brighton Land Holdings 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.



Shari Vaughan
Notary Public
My Commission Expires: 6-1-2030

**OWNER/DEVELOPER:
DWT Investments LLC**



**By: Robert L. Phillips, President of Brighton Corporation,
Manager of DWT Investments LLC**

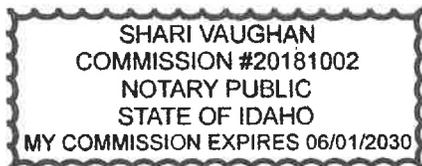
State of Idaho)

: ss:

County of Ada)

On this 12 day of February, 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 President of **Brighton Corporation, Manager of DWT Investments 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.



Shari Vaughan
Notary Public
My Commission Expires: 6-1-2030

November 27, 2024

Project No. 24-080

Rezone to R-15

Legal Description

Exhibit A

All of Lots 2-7 and a portion of Lot 10, Block 2 of Hill's Century Farm Commercial Subdivision No. 1 (Book 115 of Plats, Pages 17131-17134, Records of Ada County, Idaho) and all of Lots 12 and 13, Block 2 of Hill's Century Farm Commercial Subdivision No. 2 (Book 124 of Plats, Pages 19913-19915, Records of Ada County, Idaho), situated in portion of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the North 1/4 corner of said Section 33, which bears S89°15'22"E a distance of 2,660.62 feet from a brass cap marking the Northwest corner of said Section 33;
Thence following the northerly line of said Northeast 1/4 of Section 33, N89°15'22"W a distance of 783.43 feet to the northeast corner of said Hill's Century Farm Commercial Subdivision No. 2;
Thence leaving said northerly line and following the subdivision boundary of said Hill's Century Farm Commercial Subdivision No. 2, S00°44'38"W a distance of 193.58 feet to a brass plug marking the southeast corner of Lot 11, Block 2 of said Hill's Century Farm Commercial Subdivision No. 2 and being the **POINT OF BEGINNING**.

Thence following said subdivision boundary, S00°44'38"W a distance of 23.42 feet to a 1/2-inch rebar being the southwest corner of Parcel A per Record of Survey No. 11689 (records of Ada County, Idaho);
Thence leaving said subdivision boundary and following the southerly line of said Parcel A, S89°15'22"E a distance of 165.00 feet to a 1/2-inch rebar marking the southeast corner of said Parcel A (also being the northwest corner of Parcel E per said Record of Survey No. 11689);
Thence leaving said southerly line and following the westerly line of said Parcel E, S00°44'38"W a distance of 140.00 feet to a 1/2-inch rebar marking the southwest corner of said Parcel E;
Thence leaving said westerly line and following the southerly line of said Parcel E, S89°15'22"E a distance of 130.00 feet to a 1/2-inch rebar marking the southeast corner of said Parcel E (also being the southwest corner of Parcel F per said Record of Survey No. 11689);
Thence leaving the southerly line of said Parcel E and following the southerly line of said Parcel F, S89°15'22"E a distance of 134.90 feet to a 1/2-inch rebar marking the southeast corner of said Parcel F and being on the lot boundary of Lot 9, Block 2 of said Hill's Century Farm Commercial Subdivision No. 1;
Thence leaving said southerly line and following said lot boundary the following three (3) courses:

1. S00°25'18"W a distance of 17.00 feet to a 1/2-inch rebar;
2. S89°46'03"E a distance of 103.75 feet to a brass plug;
3. S54°05'29"E a distance of 56.58 feet to a 1/2-inch rebar marking the northwest corner of Lot 8, Block 2 of said Hill's Century Farm Commercial Subdivision No. 1;

Thence leaving said lot boundary and following the westerly lines of said Lot 8, Block 2 and Lot 1, Block 2 of said Hill's Century Farm Commercial Subdivision No. 1, S00°44'38"W a distance of 301.51 feet to the centerline of E. Hill Park Street;

Thence leaving said westerly lines and following said centerline, N89°46'03"W a distance of 474.29 feet to a 5/8-inch rebar on the subdivision boundary of said Hill's Century Farm Commercial Subdivision No. 1;

Thence following said subdivision boundary the following six (6) courses:

1. N00°13'57"E a distance of 31.50 feet to a 5/8-inch rebar;
2. S89°46'03"E a distance of 16.60 feet to a 5/8-inch rebar;

3. N67°16'19"E a distance of 13.96 feet to a 5/8-inch rebar;
4. N00°44'38"E a distance of 297.56 feet to a 5/8-inch rebar;
5. N89°46'03"W a distance of 134.85 feet to a 5/8-inch rebar;
6. N00°44'38"E a distance of 34.26 feet to a 5/8-inch rebar marking the southeast corner of said Hill's Century Farm Commercial Subdivision No. 2;

Thence leaving said subdivision boundary of Hill's Century Farm Commercial Subdivision No. 1 and following the southerly line of said Hill's Century Farm Commercial Subdivision No. 2, N89°15'22"W a distance of 372.63 feet to the centerline of S. Tavistock Ave.;

Thence leaving said southerly line and following said centerline the following three (3) courses:

1. 35.65 feet along the arc of a curve to the left, said curve having a radius of 300.00 feet, a delta angle of 06°48'32", a chord bearing of N03°33'52"W and a chord distance of 35.63 feet;
2. N06°58'08"W a distance of 103.17 feet;
3. 12.31 feet along the arc of a curve to the right, said curve having a radius of 300.00 feet, a delta angle of 02°21'05", a chord bearing of N05°47'35"W and a chord distance of 12.31 feet;

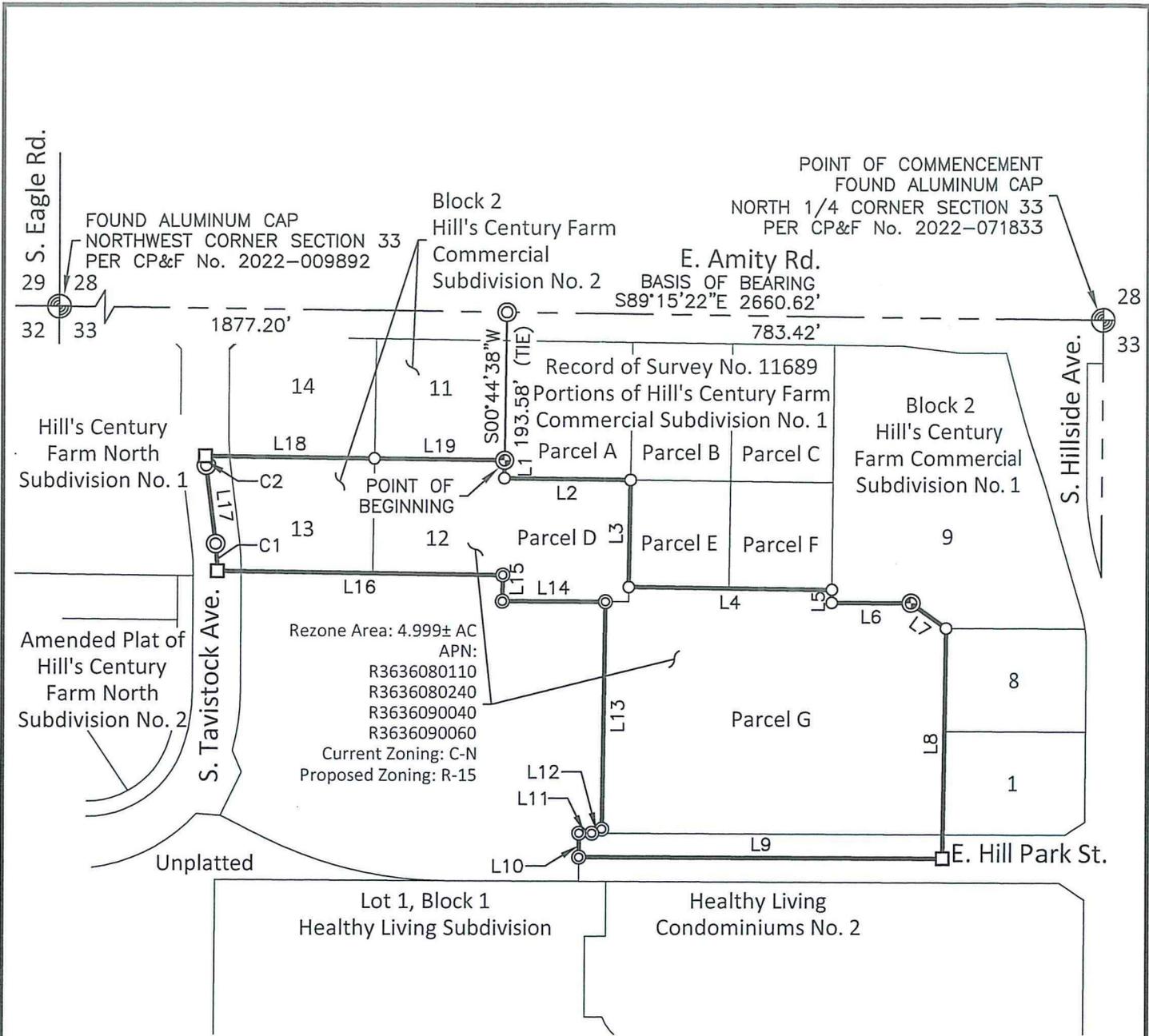
Thence leaving said centerline and following the northerly line of said Lot 13, Block 2 of said Hill's Century Farm Commercial Subdivision No. 2, S89°15'22"E a distance of 220.56 feet to a 1/2-inch rebar marking the northeast corner of said Lot 13, Block 2 (also being the northwest corner of said Lot 12, Block 2 of Hill's Century Farm Commercial Subdivision No. 2);

Thence leaving said northerly line of said Lot 13, Block 2 and following the northerly line of said Lot 12, Block 2, S89°15'22"E a distance of 170.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 5.451 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.



P:\24-080\SURVEY\CAD\EXHIBITS\24-080 REZONE R-15.DWG, AARON BALLARD, 11/26/2024, ESTUDIO907.PC3, 08.5X11 P



Plan Scale: 1" = 150'

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE:	November 2024
PROJECT:	24-080
SHEET:	1 OF 2

Exhibit B - Rezone to R-15

All of Lots 2-7 and a portion of Lot 10, Block 2 of Hill's Century Farm Commercial Subdivision No. 1 and all of Lots 12 and 13, Block 2 of Hill's Century Farm Commercial Subdivision No. 2, situated in portion of NE 1/4 of NW 1/4 of Section 33, T3N., R1E., B.M., City of Meridian, Ada County, Idaho

P:\24-080\SURVEY\CAD\EXHIBITS\24-080 REZONE R-15.DWG, AARON BALLARD, 11/26/2024, ESTUDIO907.PC3, 08.5X11 P

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	300.00'	35.65'	6°48'32"	N03°33'52"W	35.63'
C2	300.00'	12.31'	2°21'05"	N05°47'35"W	12.31'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°44'38"W	23.42
L2	S89°15'22"E	165.00
L3	S00°44'38"W	140.00
L4	S89°15'22"E	264.90
L5	S00°25'18"W	17.00
L6	S89°46'03"E	103.75
L7	S54°05'29"E	56.58
L8	S00°44'38"W	301.51
L9	N89°46'03"W	474.29
L10	N00°13'57"E	31.50
L11	S89°46'03"E	16.60
L12	N67°16'19"E	13.96
L13	N00°44'38"E	297.56
L14	N89°46'03"W	134.85
L15	N00°44'38"E	34.26
L16	N89°15'22"W	372.63
L17	N06°58'08"W	103.17
L18	S89°15'22"E	220.56
L19	S89°15'22"E	170.00



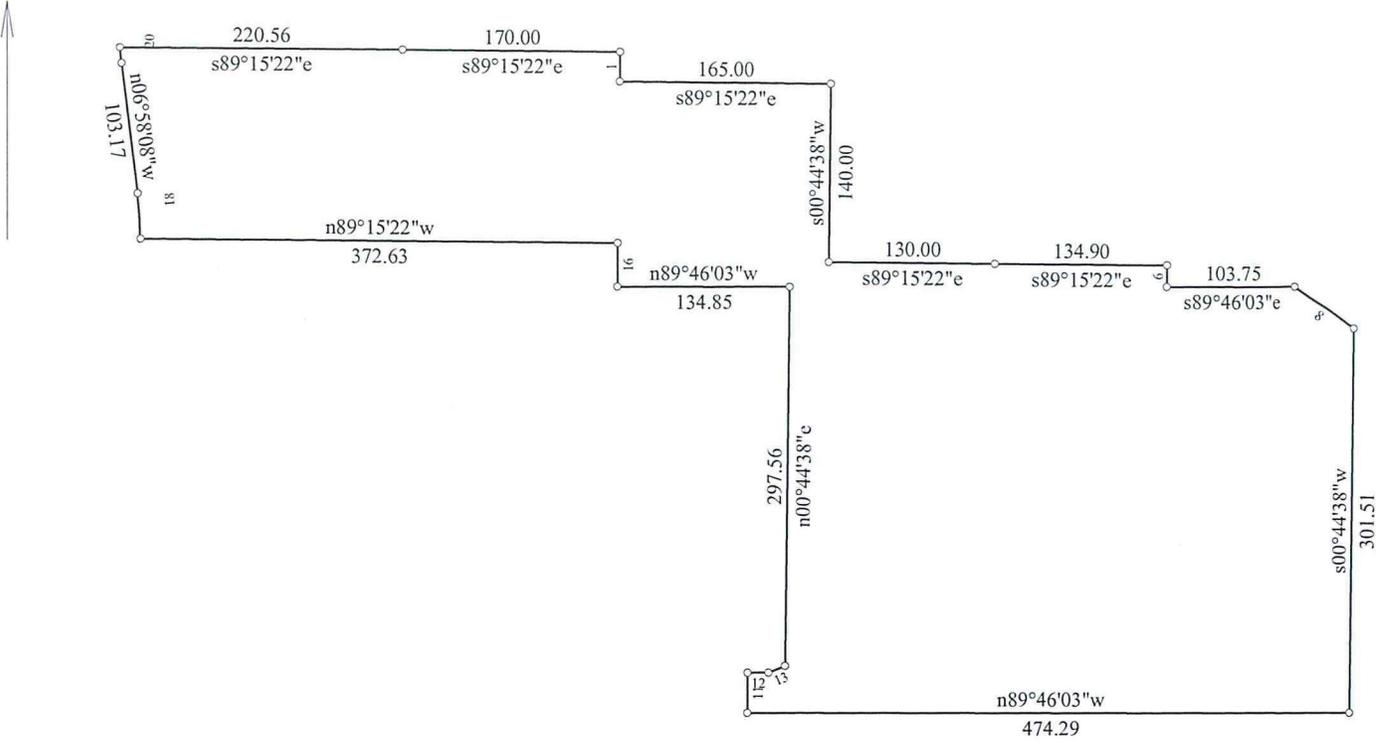
Exhibit B - Rezone to R-15

DATE: October 2024

PROJECT: 24-080

SHEET:
2 OF 2

All of Lots 2-7 and a portion of Lot 10, Block 2 of Hill's Century Farm Commercial Subdivision No. 1,), a portion of Lots 11 and 14 and all of Lots 12 and 13, Block 2 of Hill's Century Farm Commercial Subdivision No. 2, situated in portion of NE 1/4 of NW 1/4 of Section 33, T3N., R1E., B.M., City of Meridian, Ada County, Idaho



Title:		Date: 11-27-2024
Scale: 1 inch = 150 feet	File:	
Tract 1: 5.451 Acres: 237456 Sq Feet: Closure = n74.5548w 0.01 Feet: Precision =1/337790: Perimeter = 2990 Feet		
001=s00.4438w 23.42	009=s00.4438w 301.51	017=n89.1522w 372.63
002=s89.1522e 165.00	010=n89.4603w 474.29	018: Lt, R=300.00, Delta=06.4832 Bng=n03.3352w, Chd=35.63
003=s00.4438w 140.00	011=n00.1357e 31.50	019=n06.5808w 103.17
004=s89.1522e 130.00	012=s89.4603e 16.60	020: Rt, R=300.00, Delta=02.2105 Bng=n05.4735w, Chd=12.31
005=s89.1522e 134.90	013=n67.1619e 13.96	021=s89.1522e 220.56
006=s00.2518w 17.00	014=n00.4438e 297.56	022=s89.1522e 170.00
007=s89.4603e 103.75	015=n89.4603w 134.85	
008=s54.0529e 56.58	016=n00.4438e 34.26	

EXHIBIT B

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



In the Matter of the Request for a rezone of 5.45 acres from the C-N zone to the R-15 zone, a preliminary plat consisting of 70 homes and 18 common lots spanning across 9.1 acres, and a new development agreement to supersede the existing development agreement., by Brighton Corporation.

Case No(s). H-2024-0072

For the City Council Hearing Date of: December 16th, 2025 (Findings on February 10th, 2026)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of December 16th, 2025, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of December 16th, 2025, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of December 16th, 2025, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of December 16th, 2025, 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.

EXHIBIT B

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of December 16th, 2025, 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 rezone, preliminary plat, and development agreement modification is hereby approved per the conditions of approval in the Staff Report for the hearing date of December 16th, 2025, 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.

EXHIBIT B

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.

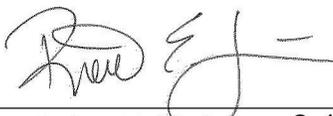
F. Notice of Right to Regulatory Takings Analysis

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 December 16th, 2025.

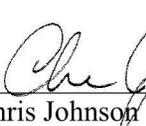
By action of the City Council at its regular meeting held on the 10th day of February, 2026.

COUNCIL PRESIDENT LUKE CAVENER	VOTED <u>AYE</u>
COUNCIL VICE PRESIDENT LIZ STRADER	VOTED <u>AYE</u>
COUNCIL MEMBER DOUG TAYLOR	VOTED <u>AYE</u>
COUNCIL MEMBER JOHN OVERTON	VOTED <u>AYE</u>
COUNCIL MEMBER ANNE LITTLE ROBERTS	VOTED <u>AYE</u>
COUNCIL MEMBER BRIAN WHITLOCK	VOTED <u>AYE</u>
MAYOR ROBERT SIMISON (TIE BREAKER)	VOTED _____



Mayor Robert E. Simison 2-10-2026

Attest:



Chris Johnson 2-10-2026
City Clerk



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

By:  _____ Dated: 2-10-2026
City Clerk's Office

EXHIBIT B

COMMUNITY DEVELOPMENT DEPARTMENT REPORT

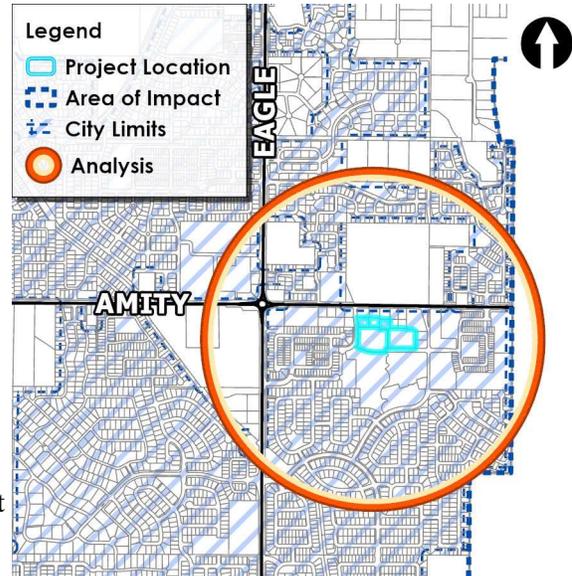


HEARING DATE: 12/16/2025
TO: Mayor & City Council
FROM: Nick Napoli, Associate Planner
208-884-5533
nnapoli@meridiancity.org

APPLICANT: Eli Benski

SUBJECT: H-2024-0072
Hill's Century Farms Townhomes

LOCATION: Generally located at the corner of S. Tavistock Avenue and E. Hill Park Street with the inclusion of the following parcels: R3636090060, R3636090040, R3636080240, S1133212576, R3636080110.



I. PROJECT OVERVIEW

A. Summary

The applicant requests a rezone of 5.45 acres from the C-N zone to the R-15 zone, a preliminary plat consisting of 70 homes and 18 common lots spanning across 9.1 acres, and a new development agreement to supersede the existing development agreement.

B. Issues/Waivers

- **The subject development will be served by Hillsdale Elementary School, Lake Hazel Middle School, and Mountain View High School. Hillsdale Elementary and Mountain View High are both over capacity.**

C. Recommendation

Staff: Approval with a new DA and conditions.

Commission: Approval as presented in the staff report.

D. Decision

City Council: Approval

EXHIBIT B

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Vacant	-
Proposed Land Use(s)	Commercial and Residential	-
Existing Zoning	C-N and R-15	VII.A.2
Proposed Zoning	R-15	
Adopted FLUM Designation	MU-N	VII.A.3
Proposed FLUM Designation	MU-N	

Table 2: Process Facts

Description	Details
Preapplication Meeting date	8/27/2024
Neighborhood Meeting	10/22/2024
Site posting date	12/3/2025

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		IV.E
• Comments Received	Yes	-
• Commission Action Required	No	-
• Access	S. Tavistock Avenue and Hill Park Street; Local Streets	-
• Traffic Level of Service	Amity Road: Better than “E”	-
ITD Comments Received	No	
Meridian Public Works Wastewater		IV.B
• Distance to Mainline	Available at site	
• Impacts or Concerns	Yes; See PW’s Site Specific Conditions.	
Meridian Public Works Water		IV.B
• Distance to Mainline	Available at site	
• Impacts or Concerns	no	
School District(s)	West Ada School District	IV.D
• Capacity of Schools	Hillsdale Elementary School (Architectural/Program): 700 / 675 Lake Hazel Middle School: 1000 Mountain View High School: 2175	-
• Number of Students Enrolled	Hillsdale Elementary School: 768 Lake Hazel Middle School: 987 Mountain View High School: 2479	-

Note: See section IV. City/Agency Comments & Conditions for comments received or see the public [record](#).

EXHIBIT B

Figure 1: One-Mile Radius Existing Condition Metrics

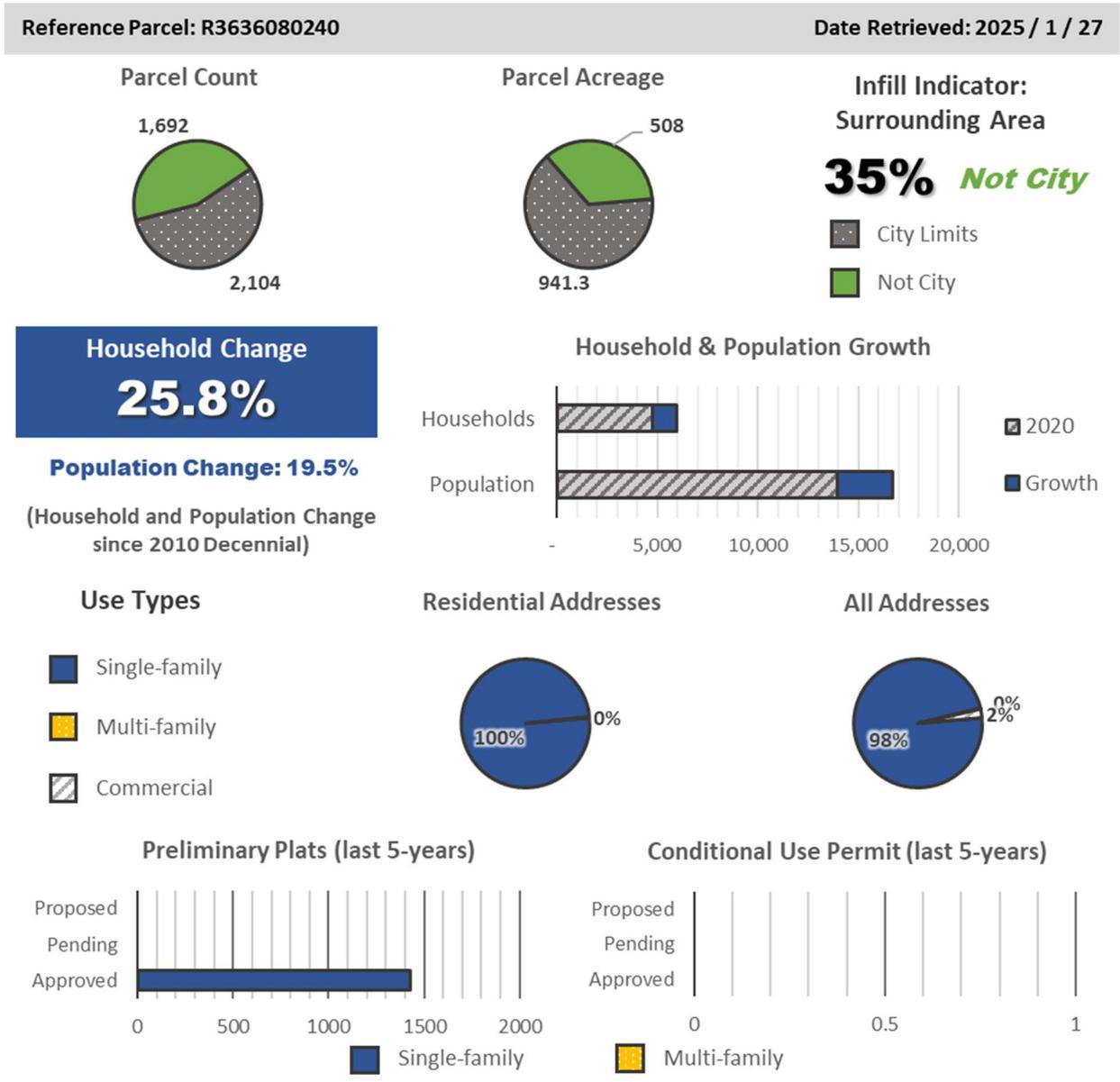


Figure 2: ACHD Summary Metrics

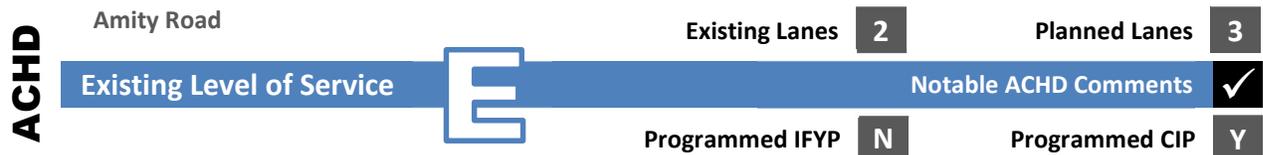


EXHIBIT B

Figure 3: Service Impact Summary

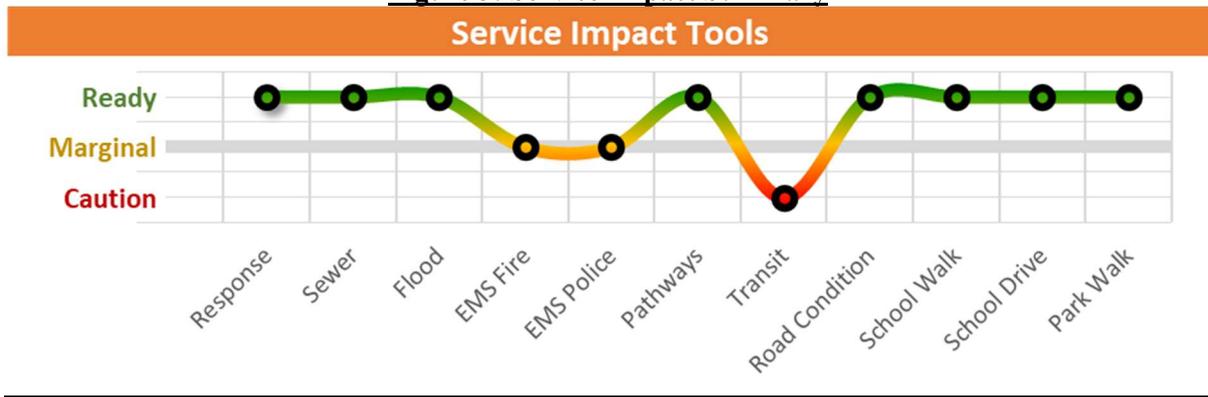


EXHIBIT B

III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

The subject properties are designated as Mixed-Use Neighborhood (MU-N) on the Future Land Use Map (FLUM).

The MU-N designation is intended to allocate areas where neighborhood serving uses and dwellings seamlessly integrate into the urban fabric. The intent is to avoid predominantly single-use developments by incorporating a variety of uses.

The applicant requests to rezone 5.45 acres of land from C-N to R-15, a preliminary plat for 70 building lots and 18 common lots, and a development agreement modification. The applicant's narrative states that by rezoning the property to R-15, the FLUM designation will not be impacted as residential uses are allowed in the MU-N designation. The applicant also states that the proposed single-family attached units will complement nearby commercial and civic uses, including medical offices, retail, storage facilities, Hillsdale Elementary School, the YMCA, and Hillsdale Park.

The project falls within the MU-N designation's intended mix of 30% to 60% residential uses. This broader MU-N designation was established through a Comprehensive Plan Amendment (CPAM) in 2015, allowing for a diverse mix of uses. The existing C-N zoning was originally part of a concept plan that envisioned three (3) commercial pad sites on the north side of the property, and a seventy-six (76) unit assisted living facility on the east side. While the R-15 portion was envisioned to be independent living.

The applicant cites changing market demand as the basis for the requested rezoning and land use amendment. While staff is generally supportive of the overall concept plan, there are concerns regarding the continued reduction of commercial pad sites in south Meridian, where neighborhood-serving commercial opportunities are already limited. It should also be noted that much of the property proposed for rezoning was previously approved for an assisted living facility, a residential use within a commercial zone. The Planning and Zoning Commission and City Council should carefully consider whether rezoning the commercial pad sites is appropriate.

In addition, according to the student generation rates, the development will create forty-three (43) school aged children. Currently, the three schools that will service this area are Hillsdale Elementary School, Lake Hazel Middle School, and Mountain View High School. Both Hillsdale Elementary and Mountain View High are over capacity for the 24-25' enrollment.

Comprehensive Plan policy 2.01.01C encourages the applicants to maintain a range of residential land use designations that allow diverse lot sizes, housing types, and densities.

The immediate area consists primarily of single-family detached homes. By introducing single-family attached homes, the applicant is helping diversify the housing type in this area of south Meridian. It is also important to note that the subject properties were contemplated as primarily independent senior living and assisted living which are residential uses allowed in commercial zones.

Comprehensive Plan policy 2.01.01G states development should avoid the concentration of any one housing type or lot size in any geographical area; provide for diverse housing types throughout the City.

The applicant is proposing the addition of four (4) single family detached homes and sixty-six (66) single family-attached homes which will diversify the housing types in the immediate area.

EXHIBIT B

Comprehensive Plan policy 2.06.02D encourages a diversity of housing, recreation, and mobility options to attract and sustain the local workforce.

With the location of the proposed subdivision, the applicant is providing a mix of housing types in the area that is in close proximity to neighborhood serving uses, a regional park, the YMCA, and Hillsdale Elementary School. This will allow for opportunities to live, work, and play in the general vicinity.

Comprehensive Plan Policy 2.02.02C: Support infill development that does not negatively impact the abutting, existing development. Infill projects in Downtown should develop at higher densities, irrespective of existing development.

This project is considered infill as it is one of the last pad sites to redevelop in the Hill Century Farm Development. Completing the subdivision will allow for better connectivity in the area for both pedestrians and vehicles.

Table 4: Project Overview

Description	Details
History	CPAM-15-001, AZ-15-004, RZ-15-007, MDA-15-007, PBA-15-012, FP-15-023, FP-15-005, H-2019-0134, A-2019-0225.
Phasing Plan	1 Phase
Residential Units	66 Attached Single-Family Homes and 4 Single-Family Detached Homes
Open Space	1.76 acres or 19.3%
Amenities	Picnic Shelter, Pathway Extension
Acreage	9.1 acres
Lots	70 Buildable and 18 Common
Density	Gross: 7.8 du/ac; Net: 14.9 du/ac

B. History

In 2015 the subject sites were included in a Comprehensive Plan Map Amendment, Annexation, and Rezone. The CPAM changed the FLUM designation of approximately 87.01 acres of land from Low Density Residential to Mixed Use Neighborhood. Additionally, the applicant requested annexation of 78.62 acres of land with the R-8 and C-N zoning with a rezone of 8.39 acres of land from R-8 to the C-N zoning district. The primary driver behind the change from LDR to MU-N FLUM designation was for the incorporation of neighborhood serving use in close proximity to residential and assisted living.

In addition, in 2019 the applicant applied for a modification to the conditional use permit for the assisted living shown in the original concept plan. This changes the location of the assisted living to the interior of the commercial area and within the subject properties proposed to be rezoned.

C. Site Development and Use Analysis

1. Proposed Use Analysis (UDC 11-2):

The applicant seeks to rezone 5.45 acres of land to the R-15 zoning district and create a preliminary plat across the 9.1-acre site to consist of 70 buildable lots. The proposed single family attached and detached homes are intended to provide a mix of housing opportunities within the Mixed-Use Neighborhood designation. **The applicant's narrative states the rezone of 5.45 acres to R-15 will continue to be consistent with the 30-60% of residential uses allowed in the MU-N FLUM designation. The calculations provided by the applicant bring the area to 59.2% residential which is compliance with the parameters of the comprehensive plan. Additionally, detached and attached single family homes are a permitted use in the R-15 zoning district per UDC Table 11-2A-2.**

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2. Dimensional Standards (*UDC 11-2*):

The applicant is proposing single-family attached homes (66) and single-family detached homes (4), which are listed as a principal permitted use in UDC Table 11-2A-2 for the R-15 zoning district. Any future development shall comply with the dimensional standards for the R-15 district listed in UDC Table 11-2A-7.

D. Design Standards Analysis

1. Qualified Open Space & Amenities (*Comp Plan, UDC 11-3G*):

A minimum of 15% qualified open space is required to be provided in the R-15 district. Based on the eastern 9.1-acre portion of the site proposed to develop at this time, a minimum of 1.37-acres of common open space is required that meets the minimum quality standards in UDC 11-3G-3A.2 and qualified open space standards in UDC 11-3G-3B.

A total of 1.76-acres (19.3%) is proposed consisting of linear open space, parkways, and a shared open space greater than 5,000 square feet. In addition, Hillsdale park is directly south across E. Hill Park Street. Staff is recommending a pedestrian connection through Lot 87, Block 1 to provide better connectivity to the commercial to the north.

Based on 9.1-acres, a minimum of two (2) points of site amenities are required. The applicant is proposing a picnic area on site that is greater than 5,000 square feet for a total of two (2) points, meeting the UDC requirements. Additionally, the applicant is providing pedestrian connection to Hillsdale Park to the south.

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

i. Landscape buffers along streets

The proposed development will abut several local streets including E. Hill Park Street and S. Tavistock Avenue. Each of these streets require a ten (10) foot landscape buffer. The proposed landscape plan meets the UDC requirements for the landscape buffer widths. Vegetation coverage will be confirmed with the final plat.

In addition, the applicant is proposing five (5) private streets (Woodmurra Lane, Newbridge Lane, Kalinga Lane, Boswell Lane, and Stockenham Lane) which will all have eight (8) foot parkways and sidewalks that are included inside the private street common lot.

ii. Tree preservation

The applicant submitted a tree mitigation plan proposing the relocation of eleven (11) existing trees and the removal of six (6) existing trees. The applicant shall submit this mitigation plan to the City Arborist before any trees are removed as set forth in UDC 11-3B-10C.5. The arborist will determine if the two (2) trees proposed to be removed that are four (4) caliper inches shall be mitigated for or not. The applicant shall submit a letter from the city arborist with the final plat application confirming the mitigation plan is approved.

iii. Storm integration

Per UDC 11-3B-11, the applicant shall meet the intent to improve water quality and provide a natural, effective form of flood and water pollution control through the integration of vegetated, well designed stormwater filtration swales and other green stormwater facilities into required landscape areas, where topography and hydrologic features allow if part of the development.

EXHIBIT B

iv. Pathway landscaping

Pathway landscaping shall comply with the requirements outlined in UDC 11-3B-12. The applicant must provide a landscape strip at least five (5) feet wide along both sides of the pathway. To enhance design flexibility, variations in the strip's width are encouraged to allow trees to be planted farther from the pathway, reducing the risk of root damage.

However, the landscape strip must maintain a minimum width of two (2) feet to ensure proper pathway maintenance. The strips shall be landscaped with a combination of trees, shrubs, lawn, and/or other vegetative ground cover.

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

i. Residential parking analysis

Off-street parking is required per the standards listed in UDC Table 11-3C-6; the number of parking spaces is based on the number of bedrooms per unit. The applicant shall comply with these standards. Each single-family residence will be evaluated at the time of building permit submittal.

ii. Bicycle parking analysis

The UDC does not require bicycle parking in single-family attached, detached, and townhomes developments.

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

Goal 5.01.02D of the Comprehensive Plan highlights the need for effective building design and landscaping to buffer, screen, beautify, and integrate commercial, multifamily, and parking areas with existing neighborhoods. In response, the developer has submitted a conceptual elevation package. The materials included in the elevations are board and batten, brick, asphalt shingles, metal roofing, stucco, and stone.

The single-family attached units require design review approval and are subject to the residential design standards in the Architectural Standards Manual. Additionally, the DA requires development to incorporate high quality architectural design and materials and thoughtful site design to ensure quality of place consistent with the Comprehensive Plan (see pg. 3-10).

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

No fencing is depicted on the landscape plan. The UDC (11-3A-7A.7) requires the developer to construct fences abutting pathways and common open space lots to distinguish common from private areas; if fencing is proposed, it should be depicted on a revised landscape plan along with a detail of the fencing type proposed or alternative compliance may be requested to the standard.

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

Per Comp Plan policy 3.07.01C appropriate landscaping, buffers, and noise mitigation with new development along transportation corridors (setback, vegetation, low walls, berms, etc.) is required.

Per the UDC the minimum width of parkways planted with Class II trees shall be eight (8) feet. The width can be measured from the back of curb where there is no likely expansion of the street section within the right-of-way; the parkway width shall exclude the width of the sidewalk. Class II trees are the preferred parkway trees.

EXHIBIT B

The applicant is proposing parkways along Woodmurra Lane, Newbridge Lane, Kalinga Lane, Boswell Lane, and Stockenham Lane that appear to be in compliance with this standard. The applicant shall comply with the standards for UDC 11-3A-17 with submittal of the final plat.

E. Transportation Analysis

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

Goals 6.01.01H and 6.01.02B of the Comprehensive Plan stress the need to minimize the number of direct access points onto arterial streets. This can be achieved through cross-access agreements, access management, frontage and backage roads, and enhancing connectivity through local and collector streets. Additionally, these goals highlight the importance of incorporating pedestrian access connectors in new developments to link subdivisions and support neighborhood connectivity within a community pathway system.

Access to the proposed subdivision is off of S. Tavistock and E. Hill Park Street, both local streets. The applicant has made four (4) connection points to these local streets through three (3) private streets and one (1) alley. The applicant has submitted a private street application to run concurrently with this application to allow for the construction of five (5) private streets. Please see section E4 below for analysis on the private street standards.

In addition, the applicant is completing the extension of E. Hill Park Street from S. Tavistock Avenue to S. Hillsdale Avenue, a collector street, which will improve circulation in the area from the existing subdivisions to the east and west.

2. Multiuse Pathways, Pathways (*UDC 11-3A-5, Comp Plan, UDC 11-3A-8*):

Comprehensive Plan policy 4.04.01A ensures that new development and subdivisions connect to the pathway system. The subject site does not have a multi-use pathway that runs on the property, however, there is an existing ten (10) foot multi-use pathway on the southern boundary that connects to Hillsdale Park. The applicant has proposed an internal pathway/sidewalk system that connects to the 10-foot multi-use pathway on the south and to the properties to the north.

In addition, staff is recommending a north-south pedestrian connection through Lot 87, Block 1 to better connect the commercial with the residential.

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

Detached sidewalks are proposed adjacent to public and private streets in accord with UDC 11-3A-17. The applicant is proposing sidewalks on both sides of each private street that connect to the existing sidewalk connections in the larger development.

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

The applicant is proposing five (5) private streets in the form of Woodmurra Lane, Newbridge Lane, Kalinga Lane, Boswell Lane, and Stockenham Lane with this application. These private streets are depicted on the plat and have an sixty (60) foot and fifty-four (54) foot easements that spans across the full street section including thirty-three (33) and twenty-seven (27) foot street width, eight (8) foot parkways, and five (5) foot sidewalks on both sides.

Since this plat is located within the MU-N FLUM designation, it is critical to have connectivity for pedestrians that are integrated with vehicular access points and streets. The applicant has provided five (5) foot sidewalks on both sides of the private streets which will

EXHIBIT B

connect with ten (10) foot multi-use pathway along S. Hillsdale Avenue and a five (5) foot sidewalk along S. Tavistock Avenue. In addition, the applicant has provided street crossings to connect with Hillsdale Park to the south of the proposed development. This will help promote the connectivity and walkability that is envisioned in the MU-N principles.

Since this is an infill project, the applicant is in compliance with the private street standards and shall comply with ACHD's structural standards for the proposed streets.

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

i. Common driveways

Per UDC 11-6C-3D, common driveways shall serve a maximum of four (4) dwelling units. In no case shall more than three (3) dwelling units be located on one (1) side of the driveway. *The applicant is not proposing any common drives with this application.*

ii. Block face

UDC 11-6C-3- regulates block lengths for residential subdivisions. Staff has reviewed the submitted plat for conformance with these regulations. The intent of this section of code is to ensure block lengths do not exceed 750 ft, although there is the allowance of an increase in block length to 1,000 feet if a pedestrian connection is provided. In no case shall a block face exceed one thousand two hundred (1,200) feet, unless waived by the City Council.

iii. Alley

The applicant is proposing alley loaded units. The alleys are twenty (20) feet in width, which meets the requirements listed in UDC 11-6C-3B.5. However, alleys should design where the entire length is visible from a public street, currently the applicant does not meet this requirement. As a result, staff is recommending the removal of Lot 13, Block 1 and replacing it with a micro path common lot to allow for the full length of the alley to be visible.

F. Services Analysis

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

The proposed development has a private gravity irrigation line that runs through the west and southern boundaries of the site. These gravity lines will be piped and encumbered within the ten (10) foot public utility, irrigation and drainage easement.

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

An underground pressurized irrigation system is required to be installed to provide irrigation to each lot in the subdivision in accord with the standards listed in UDC 11-3A-15.

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

An adequate storm drainage system is required in all developments by the City's adopted standards, specifications, and ordinances. Design and construction shall follow best management practices as adopted by the City as outlined in UDC 11-3A-18. Storm drainage will be proposed with a future final plat.

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

Ensure development is connected to City of Meridian water and sanitary sewer systems and the extension to and through said developments are constructed in conformance with the City of Meridian Water and Sewer System Master Plans in effect at the time of development. All utilities are available to the site. Water main, fire hydrant and water service require a twenty-

EXHIBIT B

foot (20) wide easement that extends ten (10) feet past the end of main, hydrant, or water meter. No permanent structures, including trees are allowed inside the easement.

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

IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

1. A Development Agreement (DA) is required as a provision of rezone of this property. Prior to approval of the rezone ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of annexation ordinance adoption, and the developer. **A final plat shall not be submitted until the DA and Ordinance is approved by City Council.**

The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the rezone. The DA shall, at a minimum, incorporate the following provisions *IF* City Council determines rezone is in the best interest of the City:

- a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, common open space/site amenity exhibit, and conceptual building elevations included in Section VIII and the provisions contained herein.
 - b. Any future development of the site must comply with the City of Meridian ordinances in effect at the time of the development.
2. The final plat shall include the following revisions:
 - a. Graphically depict the three (3) foot wide public utility, drainage, and irrigation easements on the sides of Lots 1-14, Block 1; Lots 17-27, Block 1; Lots 30-41, Block 1; Lots 45-56, Block 1; Lots 59-65, Block 1; Lots 67-76, Block 1; Lots, 80-84, Block 1.
 - b. Graphically depict and add a plat note for the public utility, irrigation, and drainage easement on the front and rear of each lot.
 - c. Add a plat note stating the location and placement of the three (3) foot wide easement for public utilities, irrigation, and drainage on Lots 1-14, Block 1; Lots 17-27, Block 1; Lots 30-41, Block 1; Lots 45-56, Block 1; Lots 59-65, Block 1; Lots 67-76, Block 1; Lots, 80-84, Block 1.
 - d. Provide a north/south pedestrian connection through the central open space to allow for better pedestrian connectivity between the residential and commercial.
 - e. Remove Lot ~~13-12~~, Block 1 and replace it with a micro path common lot to allow for the full length of the alley to be visible to meet UDC 11-6C-3B.5.
 - f. Add a plat note providing the CCR instrument number for the maintenance agreement for the private streets.
 3. The landscape plan submitted with the final plat shall include the following revisions:
 - a. Include mitigation calculations on the plan for existing trees that are proposed to be removed in accord with the standards listed in UDC 11-3B-10C.5. The

EXHIBIT B

Applicant shall coordinate with the City Arborist (Kyle Yorita kyorita@meridiancity.org) to determine mitigation requirements prior to removal of existing trees from the site.

- b. Provide an amenity detail with the submittal of the final plat.
 - c. Remove Lot ~~13~~ 12, Block 1 and replace it with a micro path common lot to allow for the full length of the alley to be visible to meet UDC 11-6C-3B.5.
4. The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC Table 11-2A-7 for the R-15 zoning district.
 5. Comply with all subdivision design and improvement standards as set forth in UDC 11-6C-3, including but not limited to cul-de-sacs, alleys, driveways, common driveways, easements, blocks, street buffers, and mailbox placement.
 6. Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for single-family dwellings based on the number of bedrooms per unit.
 7. Depicted fencing on a revised landscape plan along with a detail of the fencing type proposed or apply for alternative compliance in accordance with 11-3A-7.
 8. 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 years of the date of the approved findings; or obtain approval of a time extension as set forth in UDC 11-6B-7.
 9. The final plat shall substantially comply with the approved preliminary plat as set forth in UDC 11-6B-3C.
 10. The applicant and/or assigns shall have the continuing obligation to provide irrigation that meets the standards as set forth in UDC 11-3B-6 and to install and maintain all landscaping as set forth in UDC 11-3B-5, UDC 11-3B-13 and UDC 11-3B-14.
 11. Comply with all of the private street standards listed in UDC 11-3F.
 12. The Applicant shall comply with all ACHD conditions of approval.
 13. The Applicant shall have a maximum of two (2) years to obtain City Engineer's signature on a final plat in accord with UDC 11-6B-7.
 14. Staff's failure to cite all relevant UDC requirements does not relieve the applicant from compliance.

EXHIBIT B

B. Meridian Public Works

PRE-PLAT CONDITIONS

Wastewater	
<ul style="list-style-type: none"> • Distance to Sewer Services • Sewer Shed • Estimated Project Sewer ERU's • WRRF Declining Balance • Project Consistent with WW Master Plan/Facility Plan 	<p>Sewer Available at site</p> <p>See application</p> <p>Yes</p>
<ul style="list-style-type: none"> • Impacts/concerns 	<ul style="list-style-type: none"> • See Public Works Site Specific Conditions
Water	
<ul style="list-style-type: none"> • Distance to Water Services • Pressure Zone • Estimated Project Water ERU's • Water Quality • Project Consistent with Water Master Plan • Impacts/Concerns 	<p>Water Available at Site</p> <p>See application</p> <p>None</p> <p>Yes</p> <p>None -</p>

PUBLIC WORKS DEPARTMENT

Site Specific Conditions of Approval

1. Engineer to verify if there is a well onsite. If a Well is located on the site it must be abandoned per regulatory requirements, and proof of abandonment must be provided to the City. Can be used for Pressurized irrigation.
2. Each phase of the development will need to be modeled to verify minimum fire flow pressure is maintained
3. Sewer and Water main require 30ft Easement.
4. Existing water main does not have an easement over it from 35 to the north of the proposed main in the alley to the tee just north of E Kalinga Ln. Provide 20' easement over the water main.
5. No trees, fences or light poles should be within 5' of the hydrants or water meters regardless of if they are in the easement or not.
6. Any unused water main stubs shall be abandoned Per City of Meridian Standards.
7. Ensure no sewer services pass through infiltration trenches.

EXHIBIT B

General Conditions of Approval

1. Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet then alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
2. Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
3. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to development plan approval.
4. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (UDC 11-3B-6). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to receiving development plan approval.
5. All existing structures that are required to be removed shall be prior to signature on the final plat by the City Engineer. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
6. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.
7. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources (IDWR). The Developer, Owner, or project Engineer, shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment. If wells are to be abandoned, the project owner or their representative must contact the IDWR Groundwater Protection Section (Aaron Skinner, Hydrogeologist 208-287-4972) BEFORE any work is done to decommission an existing well (even if it is believed that the well is less than 18 ft deep). Proof of communication with IDWR must be submitted to the City prior to any work being done to decommission the well. Failure to communicate with IDWR may result in additional work and expense to decommission the well.
8. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9-4-8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
9. Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.

EXHIBIT B

10. A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.
11. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
12. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
13. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
14. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
15. Developer shall coordinate mailbox locations with the Meridian Post Office.
16. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
17. The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
18. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
19. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
20. A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272.
21. The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
22. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

EXHIBIT B

C. Irrigation Districts

1. Boise Project Board of Control

RICHARD MURGOTTO
CHAIRMAN OF THE BOARD
DAN SHERBON
VICE CHAIRMAN OF THE BOARD
ROBERT D. CARTER
PROJECT MANAGER
THOMAS RITTHALER
ASSISTANT PROJECT MANAGER
APRYL GARDNER
SECRETARY-TREASURER
MARY SUE CHASE
ASSISTANT SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2485 OVERLAND ROAD
BOISE, IDAHO 83705-9185

OPERATING AGENCY FOR 167,000
ACRES FOR THE FOLLOWING
IRRIGATION DISTRICTS

NWPA-MERIDIAN DISTRICT
BOISE-KLWA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

TEL: (208) 344-1141
FAX: (208) 344-1437

17 October 2025

City Clerk's Office
33 E Broadway Avenue, Suite 102
Meridian ID, 83642

RE: Hill Century Farm Townhomes
Tavistock Ave and E Hill Park
New York Irrigation District
Cunningham Lateral 138+00
Sec. 33, T3N, R1E, BM.

MDA, PP, RZ H-2024-0072
NY-329-001-06, 001-09, 001-17, 577-002-04

Nick Napoli, Planner:

There are no Boise Project or New York Irrigation District facilities located on the above-mentioned properties, however they do in fact possess a valid water right.

Per Idaho Statutes, Title 42, local irrigation/drainage ditches that cross this property, to serve neighboring properties, must remain unobstructed and protected by an appropriate easement by the landowner, developer and contractors. Landowner/developer must do their due diligence to contact all owners of neighboring properties on this matter.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,



Thomas Ritthaler
Assistant Project Manager

tbr/tr

cc: Kevin Reeves
Dawn Harmon
File

Watermaster, Div; 2 BPBC
Secretary-Treasurer, NYID

EXHIBIT B

D. West Ada School District (WASD)



West Ada

SCHOOL DISTRICT

November 21, 2025

RE: Hill's Century Farm Townhomes MDA, PP, RZ H-2024-0072

Dear Meridian City Planners:

West Ada School District has experienced significant and sustained growth in student enrollment during the last ten years. Based on current enrollment data specific to the area surrounding this proposed development, we estimate a development consisting of **72** single-family units and **0** multi-family units could house approximately **44 school aged children**. Approval of this application will affect enrollments at the following schools in West Ada School District.

	<u>Enrollment</u>	<u>Capacity</u>	
Hillsdale Elementary School	772	675*	Program Capacity
Lake Hazel Middle School	981	1000	
Mountain View High School	2516	2175	

West Ada School District supports economic growth; however, growth fosters the need for additional school capacity. Currently entitled developments will continue to have an impact on the district's enrollment and available capacity south of the interstate.

When school enrollment exceeds capacity, to meet the need for additional school capacity in this area one or more of the following will be implemented:

- Transporting students to an alternate school with available classrooms.
- Attendance area adjustments if there is availability in a nearby school.
- Passage of a bond to build new schools to fit the enrollment needs.
- Portable classrooms placed on the property at the middle school. Portable space is not available at Mary McPherson Elementary, Hillsdale Elementary, or Mountain View High.

West Ada School District requests developers' consideration for providing safe walkways, bike paths, and pedestrian access for our students to schools and community resources.

Sincerely,

Miranda Carson
Director of Transportation & Planning

EXHIBIT B

MEMORANDUM: SCHOOL IMPACTS
COMMUNITY DEVELOPMENT DEPARTMENT

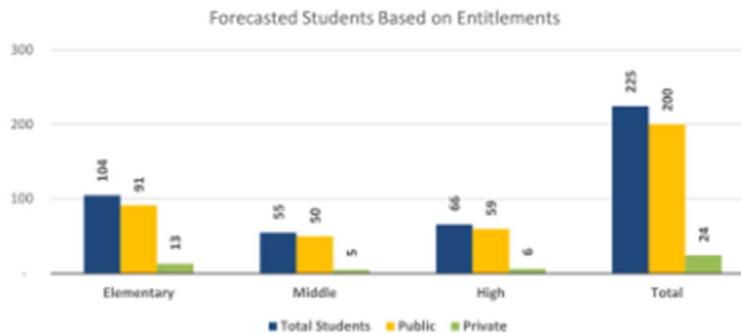


October 22, 2025

TO: Nick Napoli, Associate Planner
CC: Bill Parson, Current Planning Supervisor
FROM: Brian McClure, Long-range Planning Supervisor
RE: H-2024-0072: Hill's Century Farm Townhomes

CUMULATIVE IMPACTS ON SCHOOLS

The proposed residential development application is generally located at 3800 E Hill Park St. This section of the memo looks at cumulative impacts over a broad area and provides entitlement data in areas affected by the subject application. The following information is intended as a reference, rather than a decisive tool, and serves to forecast the number of school-aged children, enrolled in both public and private schools, using city-wide census data. **To date and within the last five years**, there have been **376 entitled units** (360 single-family and 16 multi-family) approved within a **1-mile radius** of the project location resulting in approximately **225 school-aged children**.



Notes: Total units derived from Meridian enterprise data for preliminary plats and relevant conditional use permits over the last 5-years. This data reflects approved projects only and excludes pending applications, including the subject application. American Community Survey 5-year data is used to determine persons per household and enrollment by grades for public and private schools.

EXHIBIT B

EXHIBIT A

WEST ADA SCHOOL DISTRICT - STUDENT GENERATION RATES

West Ada School District (WASD) uses a Student Generation Rate (SGR) to determine what impact future development will have on enrollments. Using WASD's SGR, the following is City staff's assessment: The SGR for Hillsdale Elementary School is **0.6** for single family and **0.2** for multi-family. Based on the submitted application materials, the proposed project will contain **71** single family units and **0** multi-family units resulting in **approximately 43** school-aged children across all grade levels. Please note that the subject project area has some previous residential entitlements (that are not included in cumulative forecast reporting). The proposed project is within the following school boundaries, currently, and approval of the project may affect enrollments at these schools:

School Attendance Areas	24-25' Enrollment	Architectural Capacity	Program Capacity
Hillsdale Elementary School	768	700	675
Lake Hazel Middle School	987	1000	-
Mountain View High School	2479	2175	-

Notes:

- *Student Generation Rates are calculated in reference to the designated elementary school within the subject property's associated school attendance area. This information is intended as a reference, rather than a decisive tool.*
- *Projects can be built in phases and full impacts not immediate.*
- *Architectural Capacity – the capacity established at the time a school is designed based on the number of general education classrooms in the building.¹*

EXHIBIT B

E. Ada County Highway District (ACHD)



Miranda Gold, President
 Alexis Pickering, Vice-President
 Kent Goldthorpe, Commissioner
 Dave McKinney, Commissioner
 Patricia Nilsson, Commissioner

Date: January 29, 2025

To: Eli Benski, Brighton Corp.

Staff Contact: Sam Standal, Assistant Traffic Engineer

Project Description: Hills Century Farms

Trip Generation: This development is estimated to generate 502 vehicle trips per day, 41 vehicle trips per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 11th edition.

Proposed Development Meets	
All ACHD Policies	
Requires Revisions to meet ACHD Policies	X

Traffic Impact Study	
Yes	
No	X
If yes, is mitigation required	

Area Roadway Level of Service	
Do area roadways meet ACHD's LOS Planning Thresholds?	
Yes	X
No	
Area roads will meet ACHD's LOS Planning Thresholds in the future with planned improvements?	
Yes	X
No	

ACHD Planned Improvements	
IPYWP	X
CIP	

Livable Street Performance Measures	
Pedestrian	LTS1
Cyclist	LTS2

Is Transit Available?	
Yes	
No	X

Comments:

connecting you to more

Ada County Highway District - 3775 Adams Street - Garden City, ID - 83714 - PH 208 387-6100 - FX 345-7650 - www.achd.idaho.org

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 map amendment complies with the applicable provisions of the Comprehensive Plan in regard to the Mixed-Use Neighbor future land use map designation

EXHIBIT B

for the site. The Council determined since the proposed development falls into the 30-60% residential requirement for the Mixed-Use Neighborhood designation and is providing additional vehicular and pedestrian connectivity in the area that it is consistent with the comprehensive plan.

2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;
The City Council finds that the proposed map amendment and subsequent development will contribute to the range of housing opportunities available in the City. In addition, the proposed development will provide housing near a regional park, YMCA, and elementary school.
3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;
The City Council finds the proposed zoning amendment will not be materially detrimental to the public health, safety, or welfare. The public testimony given at the hearing discussed concerns regarding traffic and over capacity schools, the council ultimately determined that the proposed development would not make an impact that would be determinantal to the area.
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 that the proposed amendment will not result in any adverse impact upon the delivery of services by any political subdivision providing public services to this site. One of the main concerns from the public testimony was regarding Hillsdale Elementary School and Mountain View High School being over capacity. The Council determined that the proposed seventy homes would not have adverse impacts to the school district serving the estimated additional students generated by this development.
5. The annexation (as applicable) is in the best interest of city.
This is not applicable due to this application being a rezone.

B. Preliminary Plat and Short 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 Unified Development Code.
2. Public services are available or can be made available and are adequate to accommodate the proposed development;
The City Council finds that public services are available and can be extended into the site to accommodate the proposed development.

EXHIBIT B

3. The plat is in conformance with scheduled public improvements in accord with the city's capital improvement program;
City water and sewer and other utilities will be extended by the developer at their own cost, therefore, the City Council find the subdivision will not require the expenditure of capital improvement funds.
4. There is public financial capability of supporting services for the proposed development;
The City Council finds there is 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 finds there are no natural, scenic, or historic features that need to be preserved with development of this property.

C. Private Streets

In consideration of the private street application the decision-making body shall make the following findings:

1. The design of the private street meets the requirements of this Article;
The City Council finds the design of the private street meets the requirements listed in Article A of the private street code.
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;
The City Council finds the proposed private streets will 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; and
The City Council finds the location of the private streets does not conflict with the Comprehensive Plan and Regional Transportation Plan. The proposed development will be finishing the construction of E. Hill Park Street (local street) which will help finish the transportation plan in this area.
4. The proposed residential development (if applicable) is a new or a gated development community, promotes infill, or is a planned unit development.
The City Council finds the proposed residential development promotes infill by developing some of the last empty sites in the general vicinity of the development. In addition, the proposed development will provide better vehicular connectivity.

VI. ACTION

A. Staff:

Staff recommends approval of the proposed modification to the Development Agreement, Rezone, and Preliminary Plat with the conditions of approval listed in Section IV.

EXHIBIT B

B. Commission:

The Meridian Planning & Zoning Commission heard these items on November 20th, 2025. At the public hearing, the Commission moved to recommend approval of the subject Rezone, preliminary Plat and Development Agreement Modification requests.

1. Summary of Commission public hearing:
 - a. In favor: Amanda McNutt
 - b. In opposition: None
 - c. Commenting: James Phillips, Alan Harris, and Chris Johnson (Not the clerk)
 - d. Written testimony: We received written testimony from 31 citizens with concerns regarding school capacities, traffic and safety, inadequate parking, utility capacities, density, and inconsistency with the comprehensive plan. Hillsdale Elementary and Mountain View High schools being over capacity. The citizens described the traffic as gridlock with people doing reckless maneuvers that cause safety concerns. In addition, the citizens were concerned with the data used by ACHD which dates back to 2019.
 - e. Staff presenting application: Nick Napoli
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. Hillsdale Elementary School and Mountain View High School being over capacity, Centerville (neighboring development) has not been fully built out yet and was also rezoned to remove commercial for residential, traffic during peaks hours of the day and around major school drop off and pick up has become significant and unsafe, and the lack of commercial in south meridian for residents to use.
3. Key issue(s) of discussion by Commission:
 - a. The commission discussed the schools being over capacity and decided to let city council make the ultimate determination on this issue. In addition, they discussed the transition from residential to commercial and whether losing additional commercial space for more residential was appropriate. The commission also discussed the viability of commercial uses without any street frontage.
4. Commission change(s) to Staff recommendation:
 - a. None
5. Outstanding issue(s) for City Council:
 - a. Hillsdale Elementary and Mountain View High School being over capacity, whether losing additional commercial space for residential is appropriate, traffic in the immediate and broader area, and whether the density of the development is appropriate.

C. City Council:

The Meridian City Council heard these items on December 16th, 2025. At the public hearing, the Council moved to approve the subject rezone, preliminary plat and development agreement modification requests.

Summary of the City Council public hearing:

- a. In favor: Eli Benski
- b. In opposition: Julie Edwards
- c. Commenting: None
- d. Written testimony: Martin Hill: Concerns regarding a recorded view easement that discussed not obstructing the view of the foothills from his property. However, the city is not a party to this agreement.
Sam Scranton: Concerns about keeping the mixed-use component of the area with a balance of residential and commercial. He referenced the Centerville development from 2021 that

EXHIBIT B

rezoned commercial property to residential and doing so here would further erode the commercial services in the area.

- e. Staff presenting application: Nick Napoli
- f. Other Staff commenting on application: Bill Nary

Key issue(s) of public testimony:

- a. School capacity and loss of commercial space were the two primary concerns that were raised from public testimony at the hearing. The public cited Mountain View High School and Hillsdale Elementary School being over capacity as a major concern due to little or no relief coming in the form of a new school within the immediate future. In addition, the lack of commercial uses in the area is

Key issue(s) of discussion by City Council:

- a. The city council discussed school capacities and how this is an ongoing issue primarily with developments that will be served by Mountain View High School. The City Council indicated that West Ada will be discussing school capacities and enrollment in January and that the school board will be looking at redistricting south Meridian which will provide relief. In addition, Council member Cavener expressed his concerns with commercial spaces in south Meridian and was not in favor of the rezone.

City Council change(s) to Commission recommendation:

- a. City Council amended condition 2-E to change the language to allow for the removal of Lot 12 instead of Lot 13.

EXHIBIT B

VII. EXHIBITS

A. Project Area Maps

(link to [Project Overview](#))

1. Aerial

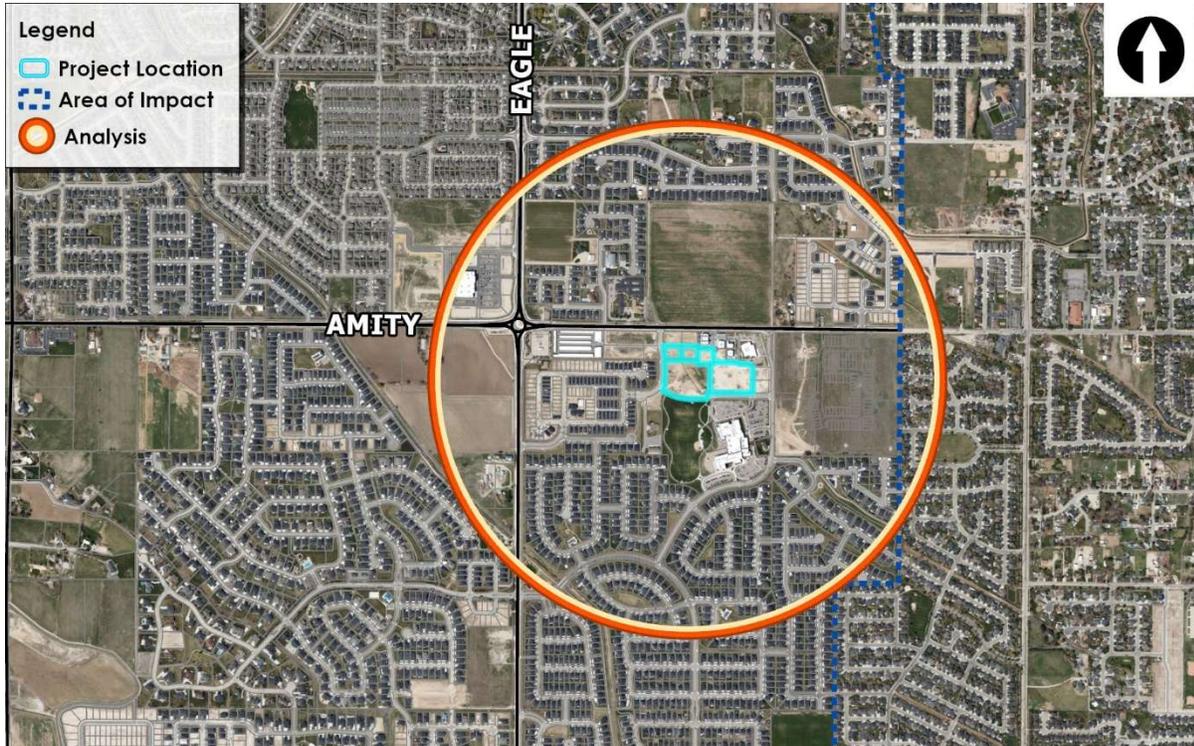
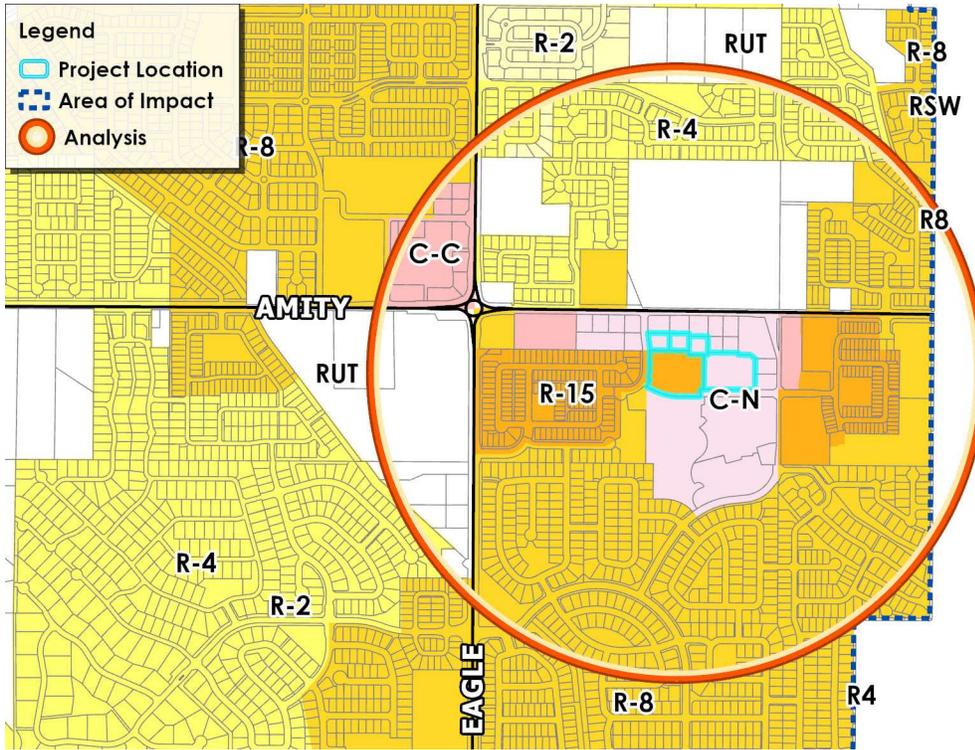


EXHIBIT B

2. Zoning Map



3. Future Land Use

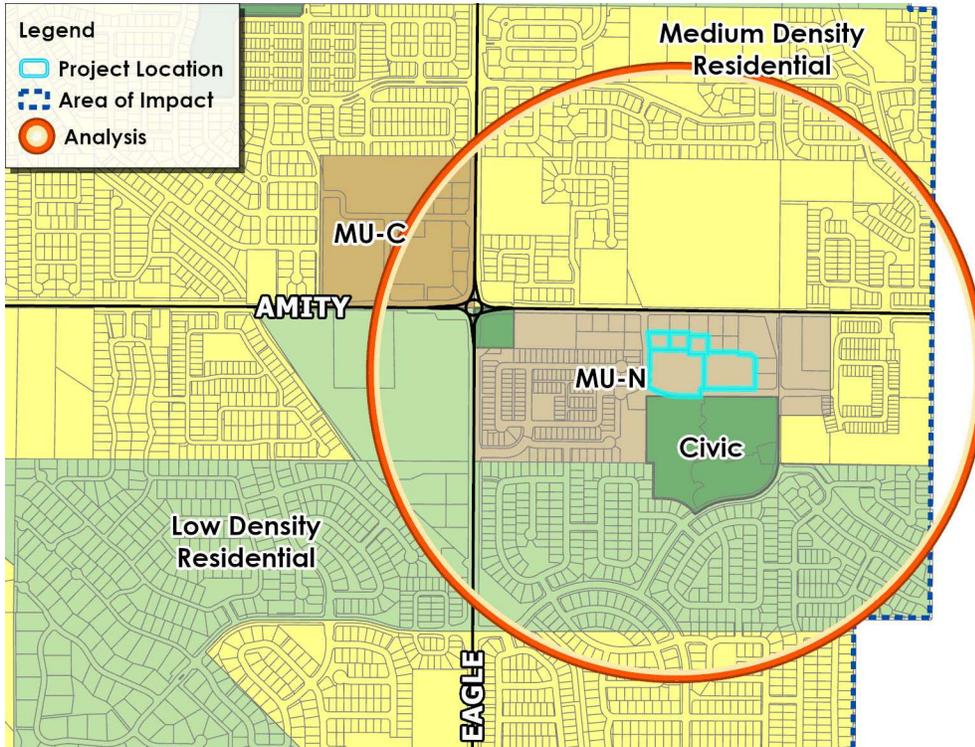


EXHIBIT B

4. Planned Development Map

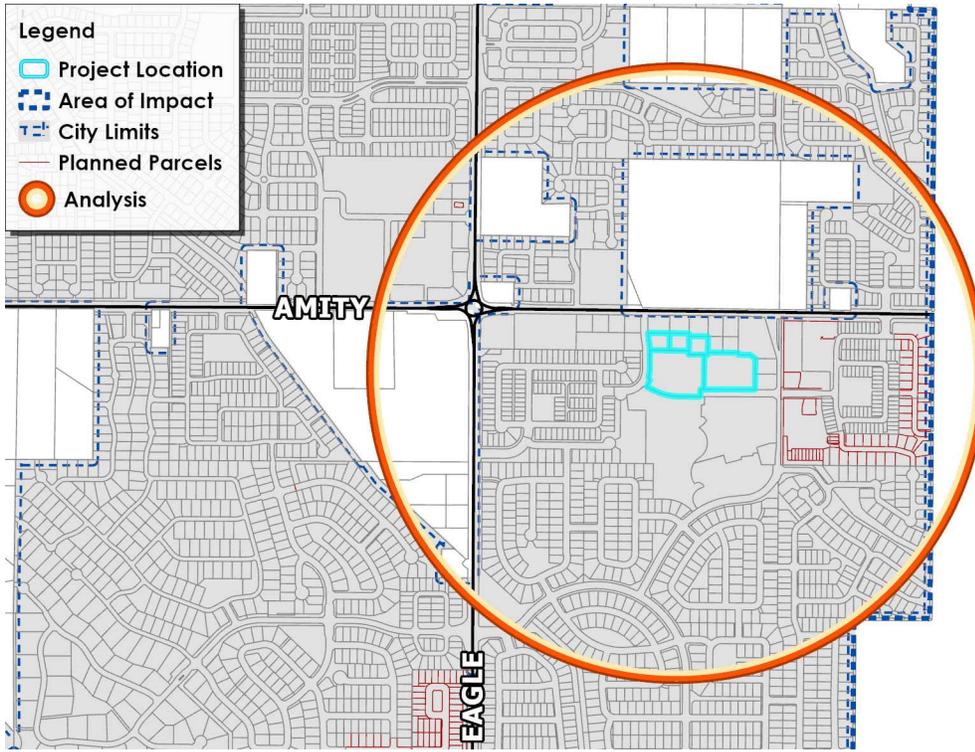


EXHIBIT B

B. Subject Site Photos



EXHIBIT B

C. Service Accessibility Report

PARCEL S1133212576 SERVICE ACCESSIBILITY

Overall Score: 30	39th Percentile
--------------------------	------------------------

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	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

EXHIBIT B

D. Original Concept Plan

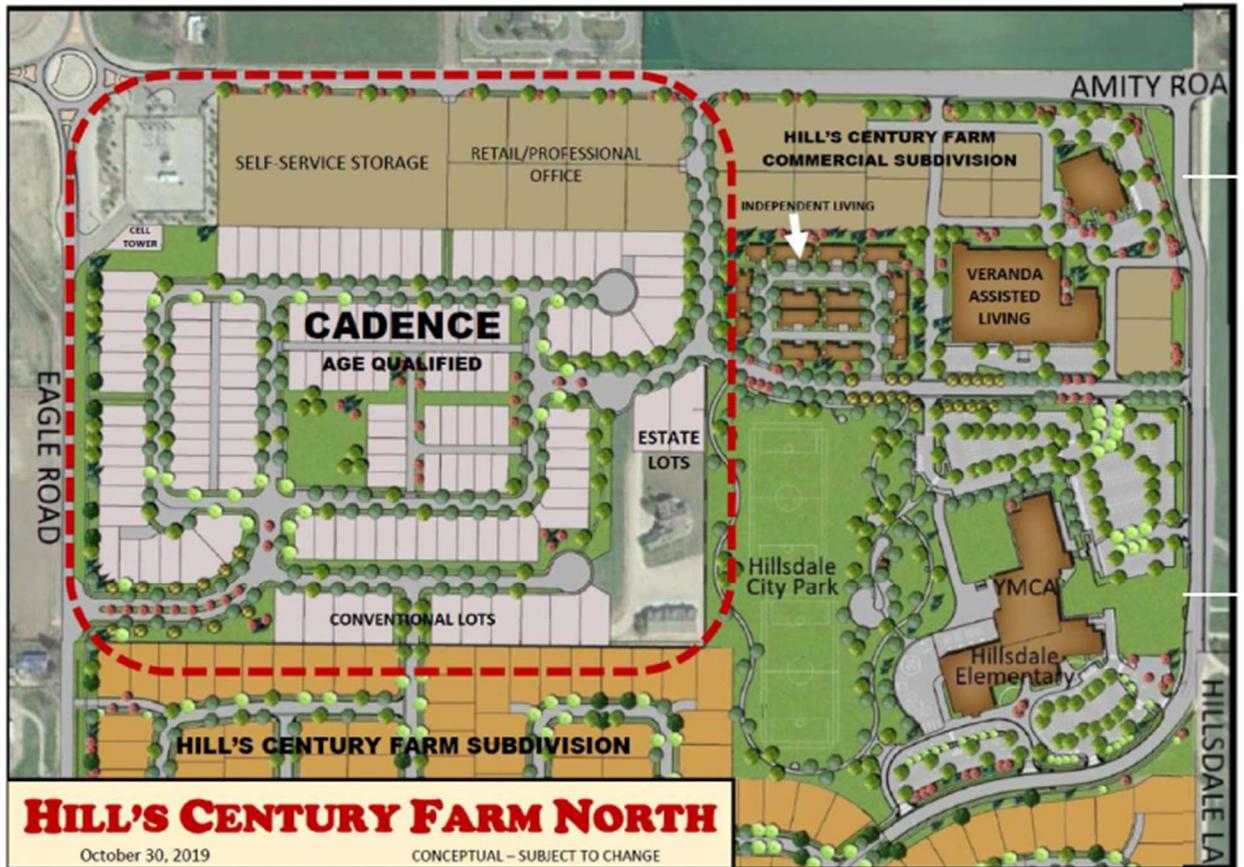
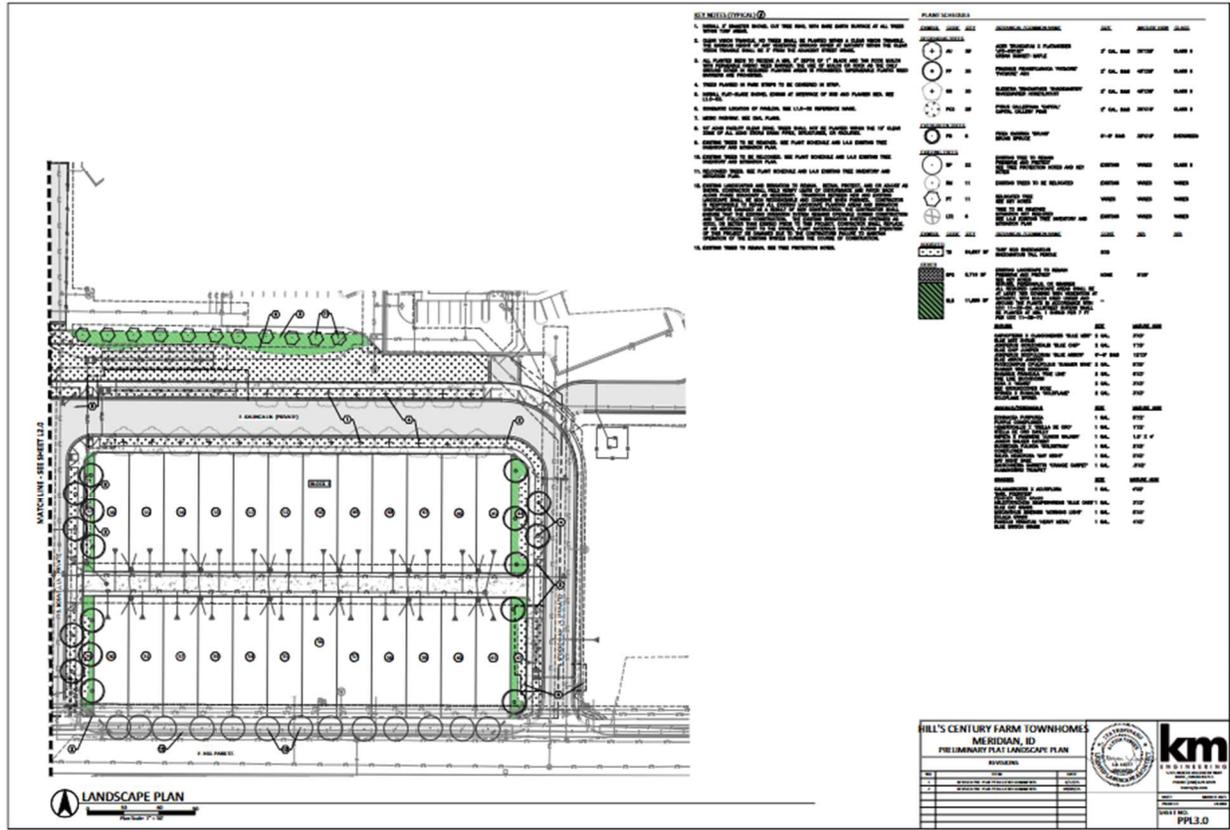
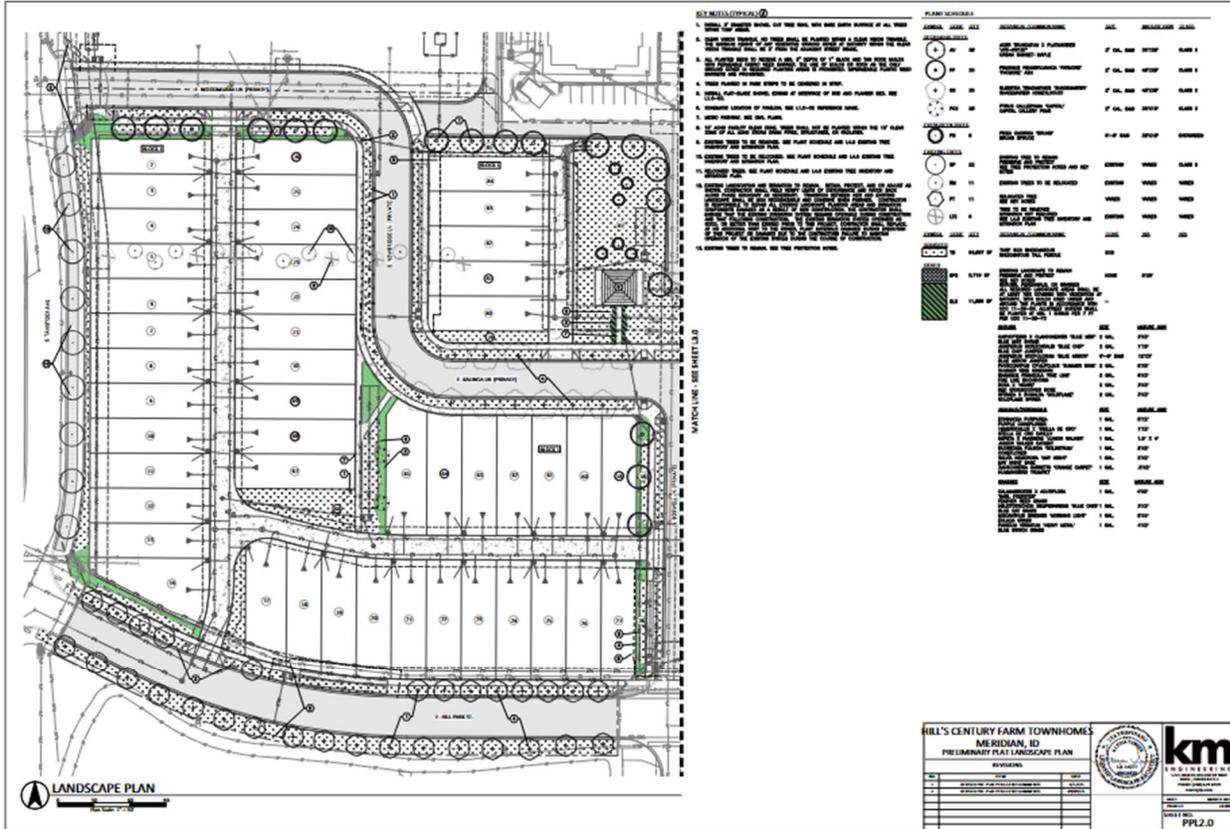


EXHIBIT B

E. Site Plan (date: 9/18/2025)



EXHIBIT B



PRELIMINARY - NOT FOR CONSTRUCTION

EXHIBIT B

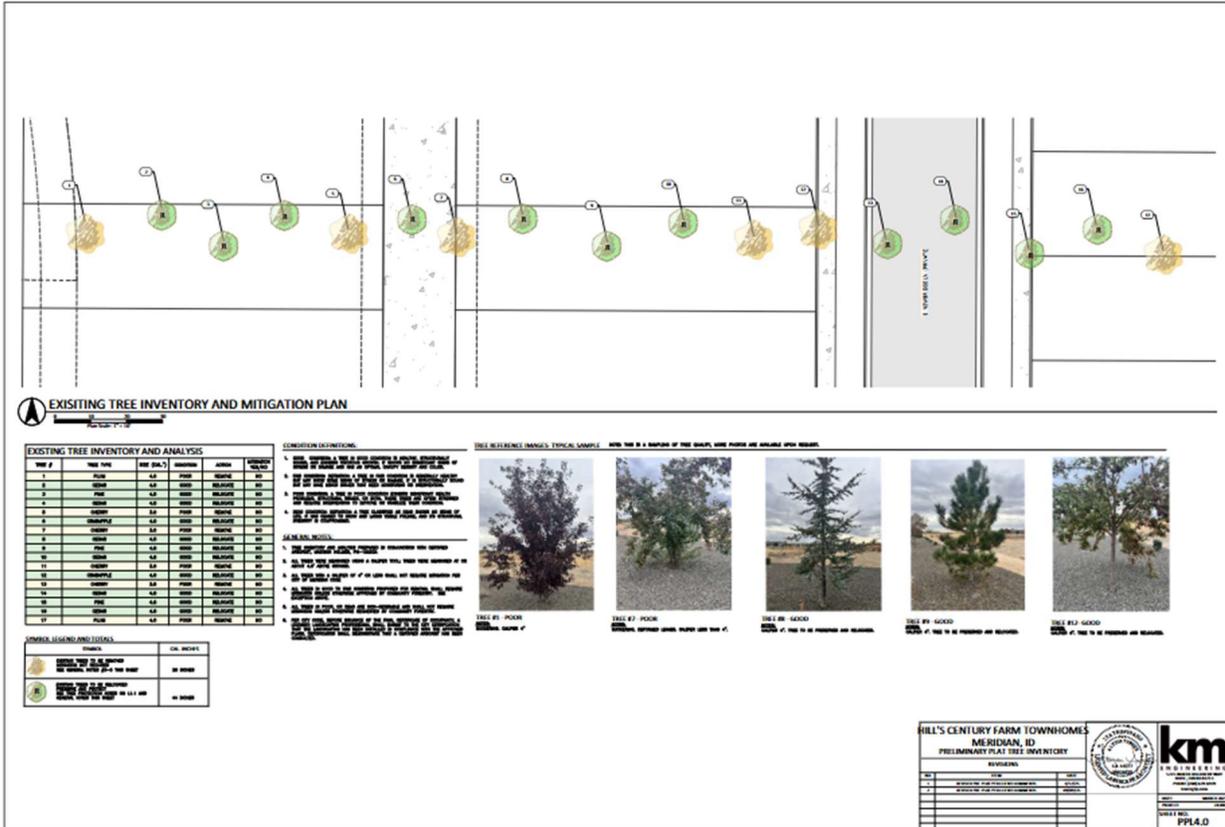


EXHIBIT B

G. Preliminary Plat (date: 9/18/2025)

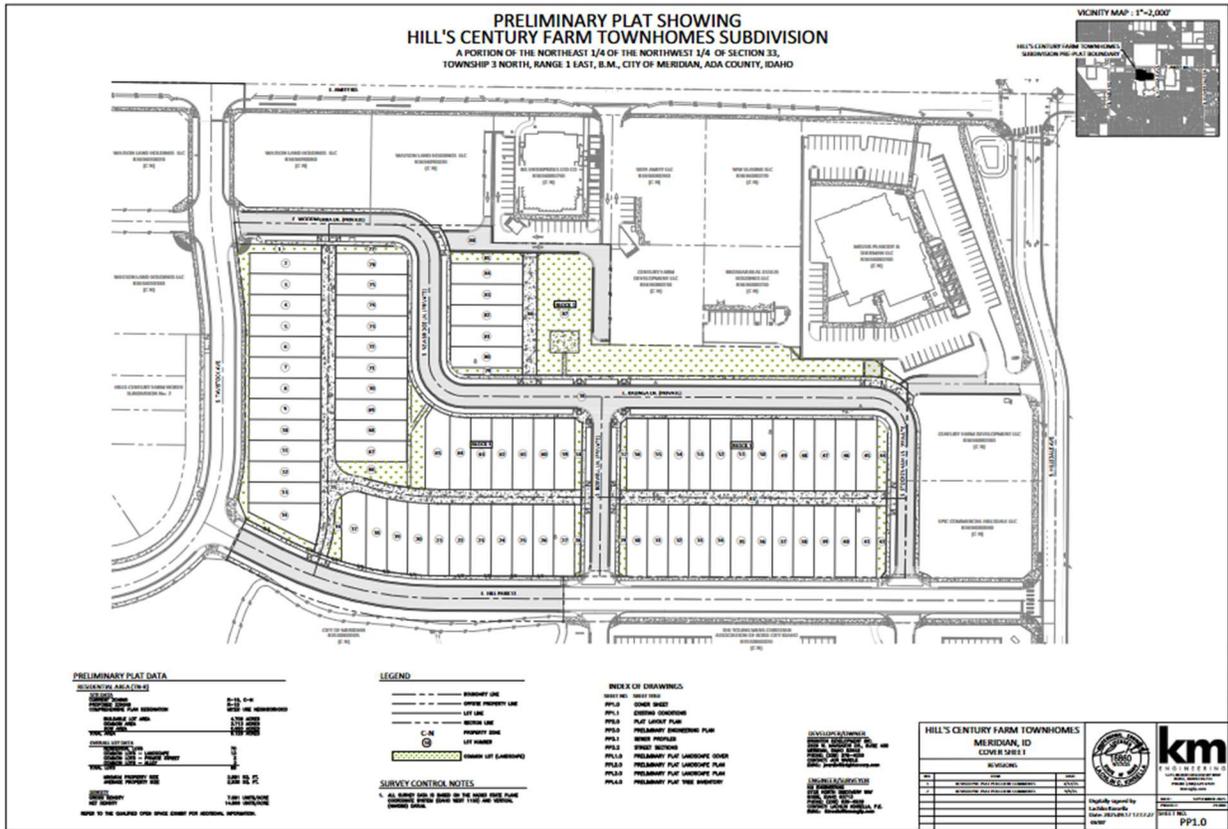


EXHIBIT B

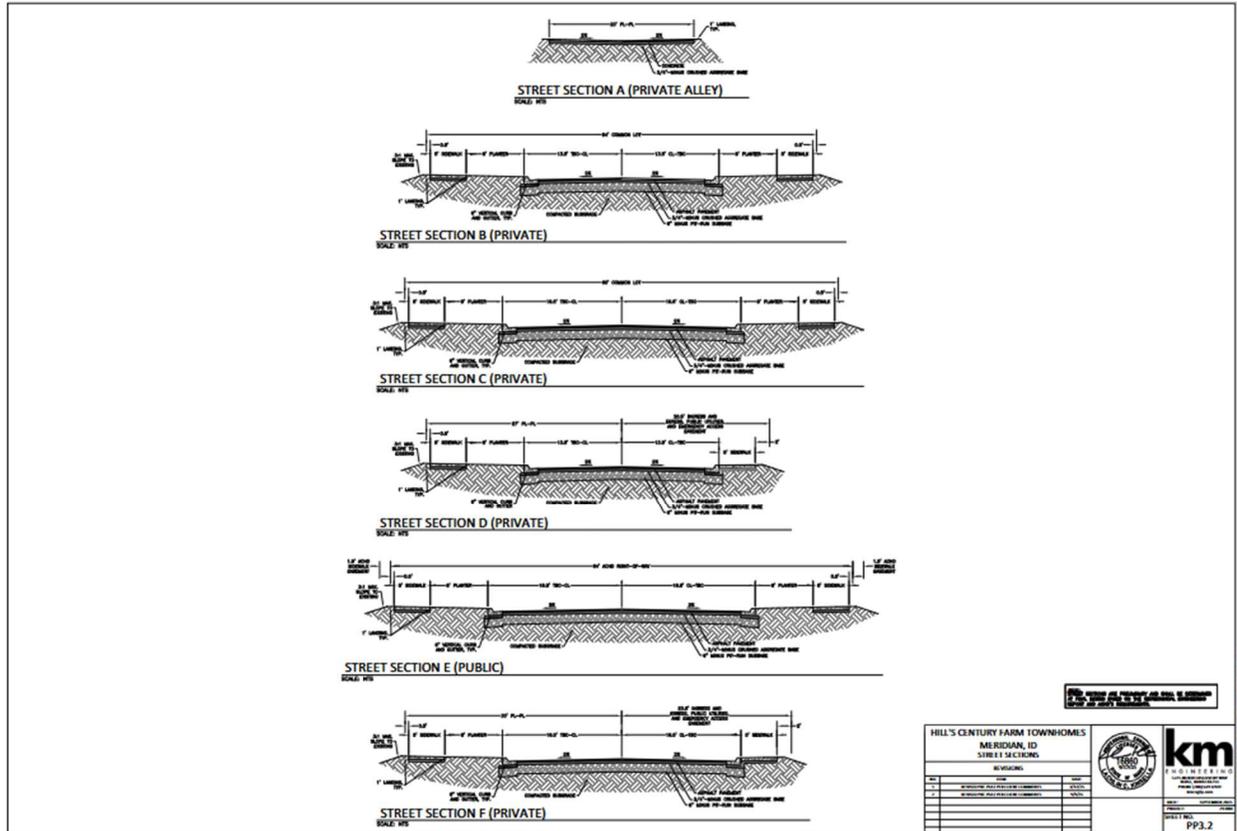
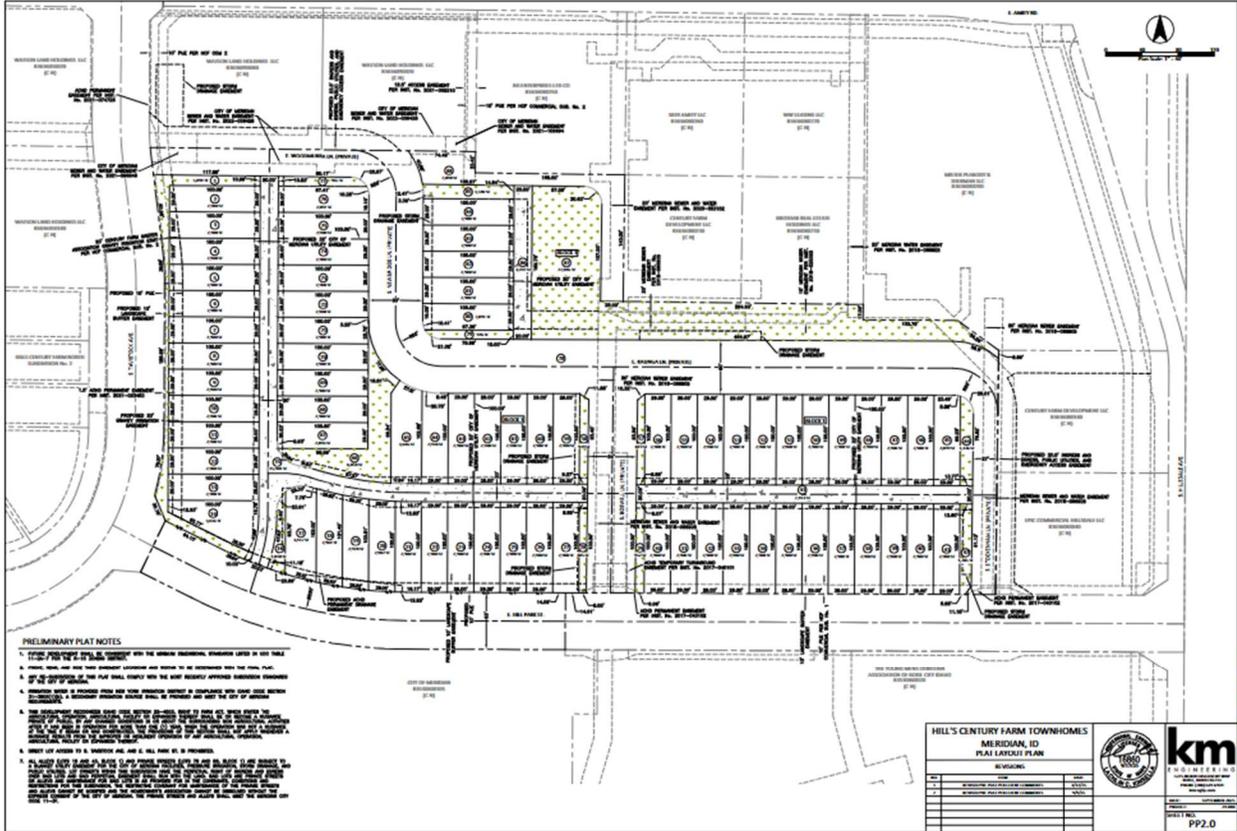


EXHIBIT B

H. Elevations



EXHIBIT B



EXHIBIT B

I. Legal Descriptions



November 26, 2024
Project No. 24-080

Legal Description for Century Farm Townhomes Subdivision

All of Lots 2-7 and a portion of Lot 10, Block 2 of Hill's Century Farm Commercial Subdivision No. 1 (Book 115 of Plats, Pages 17131-17134, records of Ada County, Idaho), all of Lots 12 and 13, Block 2 of Hill's Century Farm Commercial Subdivision No. 2 (Book 124 of Plats, Pages 19913-19915, records of Ada County, Idaho), and a portion of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the North 1/4 corner of said Section 33, which bears S89°15'22"E a distance of 2,660.62 feet from a brass cap marking the Northwest corner of said Section 33;
Thence following the northerly line of said Northeast 1/4 of Section 33, N89°15'22"W a distance of 783.43 feet to the northeast corner of said Hill's Century Farm Commercial Subdivision No. 2;
Thence leaving said northerly line and following the subdivision boundary of said Hill's Century Farm Commercial Subdivision No. 2, S00°44'38"W a distance of 193.58 feet to a brass plug marking the southeast corner of Lot 11, Block 2 of said Hill's Century Farm Commercial Subdivision No. 2 and being the **POINT OF BEGINNING**.

Thence following said subdivision boundary, S00°44'38"W a distance of 23.42 feet to a 1/2-inch rebar being the southwest corner of Parcel A per Record of Survey No. 11689 (records of Ada County, Idaho);
Thence leaving said subdivision boundary and following the southerly line of said Parcel A, S89°15'22"E a distance of 165.00 feet to a 1/2-inch rebar marking the southeast corner of said Parcel A (also being the northwest corner of Parcel E per said Record of Survey No. 11689);
Thence leaving said southerly line and following the westerly line of said Parcel E, S00°44'38"W a distance of 140.00 feet to a 1/2-inch rebar marking the southwest corner of said Parcel E;
Thence leaving said westerly line and following the southerly line of said Parcel E, S89°15'22"E a distance of 130.00 feet to a 1/2-inch rebar marking the southeast corner of said Parcel E (also being the southwest corner of Parcel F per said Record of Survey No. 11689);
Thence leaving the southerly line of said Parcel E and following the southerly line of said Parcel F, S89°15'22"E a distance of 134.90 feet to a 1/2-inch rebar marking the southeast corner of said Parcel F and being on the lot boundary of Lot 9, Block 2 of said Hill's Century Farm Commercial Subdivision No. 1;
Thence leaving said southerly line and following said lot boundary the following three (3) courses:
1. S00°25'18"W a distance of 17.00 feet to a 1/2-inch rebar;
2. S89°46'03"E a distance of 103.75 feet to a brass plug;
3. S54°05'29"E a distance of 56.58 feet to a 1/2-inch rebar marking the northwest corner of Lot 8, Block 2 of said Hill's Century Farm Commercial Subdivision No. 1;
Thence leaving said lot boundary and following the westerly line of said Lot 8, Block 2, S00°44'38"W a distance of 135.01 feet to a 1/2-inch rebar marking the southwest corner of said Lot 8, Block 2 (also being the northwest corner of Lot 1, Block 2 of said Hill's Century Farm Commercial Subdivision No. 1);
Thence leaving said westerly line of Lot 8, Block 2 and following the westerly line of said Lot 1, Block 2, S00°44'38"W a distance of 135.01 feet to a 1/2-inch rebar marking the southwest corner of said Lot 1, Block 2 and being on the northerly right-of-way line of E. Hill Park St.;
Thence leaving said westerly line and following said northerly right-of-way line, N89°46'03"W a distance of 474.58 feet to a 5/8-inch rebar;

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EXHIBIT B

Thence leaving said northerly right-of-way line, S00°13'57"W a distance of 63.00 feet to a 5/8-inch rebar;
Thence N89°46'03"W a distance of 175.27 feet;
Thence 245.82 feet along the arc of a curve to the right, said curve having a radius of 531.50 feet, a delta angle of 26°29'58", a chord bearing of N76°31'04"W, and a chord distance of 243.63 feet;
Thence N63°16'05"W a distance of 63.01 feet to a 5/8-inch rebar on the subdivision boundary of Amended Plat of Hill's Century Farm North Subdivision No. 2 (Book 122 of Plats, Pages 19347-19354, records of Ada County, Idaho);

Thence following said subdivision boundary the following four (4) courses:

1. N25°44'45"E a distance of 63.00 feet to a 5/8-inch rebar;
2. N22°41'06"W a distance of 30.75 feet to a 5/8-inch rebar on the easterly right-of-way line of S. Tavistock Ave.;
3. Following said easterly right-of-way line, 75.07 feet along the arc of a curve to the left, said curve having a radius of 281.50 feet, a delta angle of 15°16'45", a chord bearing of N07°54'33"E, and a chord distance of 74.85 feet to a 5/8-inch rebar;
4. Following said easterly right-of-way line, N00°16'03"E a distance of 153.93 feet to a 5/8-inch rebar marking the southeast corner of Hill's Century Farm North Subdivision No. 1 (Book 121 of Plats, Pages 18902-18905, Records of Ada County, Idaho);

Thence leaving said subdivision boundary of Hill's Century Farm North Subdivision No. 2 and following the subdivision boundary of said Hill's Century Farm North Subdivision No. 1 the following four (4) courses:

1. N00°16'03"E a distance of 6.06 feet to a 5/8-inch rebar;
2. 39.89 feet along the arc of a curve to the left, said curve having a radius of 331.50 feet, a delta angle of 06°53'41", a chord bearing of N03°31'17"W, and a chord distance of 39.87 feet to a 5/8-inch rebar;
3. N06°58'08"W a distance of 103.17 feet to a brass plug;
4. 8.06 feet along the arc of a curve to the right, said curve having a radius of 268.50 feet, a delta angle of 01°43'13", a chord bearing of N06°06'32"W, and a chord distance of 8.06 feet to a brass plug marking the southwest corner of Lot 14, Block 2 of said Hill's Century Farm Commercial Subdivision No. 2;

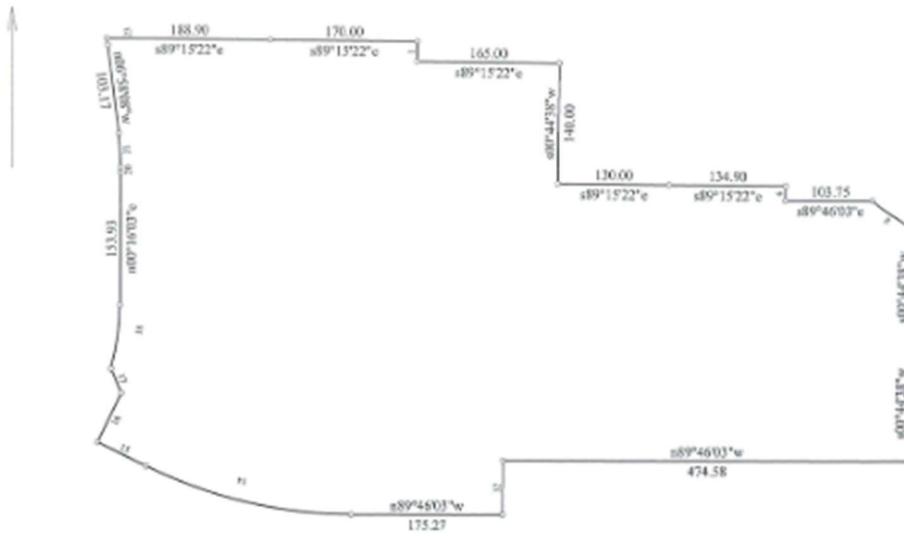
Thence leaving said subdivision boundary of Hill's Century Farm North Subdivision No. 1 and following the southerly line of said Lot 14, Block 2, S89°15'22"E a distance of 188.90 feet to a 1/2-inch rebar marking the southeast corner of said Lot 14, Block 2 (also being the southwest corner of said Lot 11, Block 2 of Hill's Century Farm Commercial Subdivision No. 2);

Thence leaving the southerly line of said Lot 14, Block 2 and following the southerly line of said Lot 11, Block 2, S89°15'22"E a distance of 170.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 9.102 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.



EXHIBIT B



Title: Century Farm Townhomes Subdivision		Date: 11-26-2024
Scale: 1 inch = 150 feet	File:	
Tract 1: 9.102 Acres: 396484 Sq Feet: Closure = n42.4029e 0.02 Feet: Precision = 1/180065: Perimeter = 2901 Feet		
001=s00.4438w 23.42	010=s00.4438w 135.01	019=n00.1603e 153.93
002=s89.1522e 165.00	011=n89.4603w 474.58	020=n00.1603e 6.06
003=s00.4438w 140.00	012=s00.1357w 63.00	021=Lt. R=131.80, Delta=06.5341 Bgt=n03.1177w, Cht=99.87
004=s89.1522e 130.00	013=n89.4603w 175.27	022=n06.5808w 103.17
005=s89.1522e 134.90	014=R=111.90, Delta=26.1998 Bgt=n03.1644w, Cht=243.60	023=R=268.80, Delta=01.4313 Bgt=n06.0632w, Cht=8.06
006=s00.2518w 17.00	015=n63.1605w 63.01	024=s89.1522e 188.90
007=s89.4603e 103.75	016=n25.4445e 63.00	025=s89.1522e 170.00
008=s54.0529e 56.58	017=n22.4106w 30.75	
009=s00.4438w 135.01	018=Lt. R=201.50, Delta=15.1645 Bgt=n07.5633e, Cht=79.35	

EXHIBIT B



November 27, 2024
Project No. 24-080
Rezone to R-15
Legal Description

Exhibit A

All of Lots 2-7 and a portion of Lot 10, Block 2 of Hill's Century Farm Commercial Subdivision No. 1 (Book 115 of Plats, Pages 17131-17134, Records of Ada County, Idaho) and all of Lots 12 and 13, Block 2 of Hill's Century Farm Commercial Subdivision No. 2 (Book 124 of Plats, Pages 19913-19915, Records of Ada County, Idaho), situated in portion of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the North 1/4 corner of said Section 33, which bears S89°15'22"E a distance of 2,660.62 feet from a brass cap marking the Northwest corner of said Section 33;
Thence following the northerly line of said Northeast 1/4 of Section 33, N89°15'22"W a distance of 783.43 feet to the northeast corner of said Hill's Century Farm Commercial Subdivision No. 2;
Thence leaving said northerly line and following the subdivision boundary of said Hill's Century Farm Commercial Subdivision No. 2, S00°44'38"W a distance of 193.58 feet to a brass plug marking the southeast corner of Lot 11, Block 2 of said Hill's Century Farm Commercial Subdivision No. 2 and being the **POINT OF BEGINNING**.

Thence following said subdivision boundary, S00°44'38"W a distance of 23.42 feet to a 1/2-inch rebar being the southwest corner of Parcel A per Record of Survey No. 11689 (records of Ada County, Idaho);
Thence leaving said subdivision boundary and following the southerly line of said Parcel A, S89°15'22"E a distance of 165.00 feet to a 1/2-inch rebar marking the southeast corner of said Parcel A (also being the northwest corner of Parcel E per said Record of Survey No. 11689);
Thence leaving said southerly line and following the westerly line of said Parcel E, S00°44'38"W a distance of 140.00 feet to a 1/2-inch rebar marking the southwest corner of said Parcel E;
Thence leaving said westerly line and following the southerly line of said Parcel E, S89°15'22"E a distance of 130.00 feet to a 1/2-inch rebar marking the southeast corner of said Parcel E (also being the southwest corner of Parcel F per said Record of Survey No. 11689);
Thence leaving the southerly line of said Parcel E and following the southerly line of said Parcel F, S89°15'22"E a distance of 134.90 feet to a 1/2-inch rebar marking the southeast corner of said Parcel F and being on the lot boundary of Lot 9, Block 2 of said Hill's Century Farm Commercial Subdivision No. 1;
Thence leaving said southerly line and following said lot boundary the following three (3) courses:
1. S00°25'18"W a distance of 17.00 feet to a 1/2-inch rebar;
2. S89°46'03"E a distance of 103.75 feet to a brass plug;
3. S54°05'29"E a distance of 56.58 feet to a 1/2-inch rebar marking the northwest corner of Lot 8, Block 2 of said Hill's Century Farm Commercial Subdivision No. 1;
Thence leaving said lot boundary and following the westerly lines of said Lot 8, Block 2 and Lot 1, Block 2 of said Hill's Century Farm Commercial Subdivision No. 1, S00°44'38"W a distance of 301.51 feet to the centerline of E. Hill Park Street;
Thence leaving said westerly lines and following said centerline, N89°46'03"W a distance of 474.29 feet to a 5/8-inch rebar on the subdivision boundary of said Hill's Century Farm Commercial Subdivision No. 1;
Thence following said subdivision boundary the following six (6) courses:
1. N00°13'57"E a distance of 31.50 feet to a 5/8-inch rebar;
2. S89°46'03"E a distance of 16.60 feet to a 5/8-inch rebar;

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3. N67°16'19"E a distance of 13.96 feet to a 5/8-inch rebar;
4. N00°44'38"E a distance of 297.56 feet to a 5/8-inch rebar;
5. N89°46'03"W a distance of 134.85 feet to a 5/8-inch rebar;
6. N00°44'38"E a distance of 34.26 feet to a 5/8-inch rebar marking the southeast corner of said Hill's Century Farm Commercial Subdivision No. 2;

Thence leaving said subdivision boundary of Hill's Century Farm Commercial Subdivision No. 1 and following the southerly line of said Hill's Century Farm Commercial Subdivision No. 2, N89°15'22"W a distance of 372.63 feet to the centerline of S. Tavistock Ave.;

Thence leaving said southerly line and following said centerline the following three (3) courses:

1. 35.65 feet along the arc of a curve to the left, said curve having a radius of 300.00 feet, a delta angle of 06°48'32", a chord bearing of N03°33'52"W and a chord distance of 35.63 feet;
2. N06°58'08"W a distance of 103.17 feet;
3. 12.31 feet along the arc of a curve to the right, said curve having a radius of 300.00 feet, a delta angle of 02°21'05", a chord bearing of N05°47'35"W and a chord distance of 12.31 feet;

Thence leaving said centerline and following the northerly line of said Lot 13, Block 2 of said Hill's Century Farm Commercial Subdivision No. 2, S89°15'22"E a distance of 220.56 feet to a 1/2-inch rebar marking the northeast corner of said Lot 13, Block 2 (also being the northwest corner of said Lot 12, Block 2 of Hill's Century Farm Commercial Subdivision No. 2);

Thence leaving said northerly line of said Lot 13, Block 2 and following the northerly line of said Lot 12, Block 2, S89°15'22"E a distance of 170.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 5.451 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.



EXHIBIT B

