

ADDENDUM TO DEVELOPMENT AGREEMENT

PARTIES: 1. **City of Meridian**
2. **55 Resort at Verona Place, LLC; NWDC Ten Mile LLC; B&S Investments LLC; TFC Ten Mile Mister LLC; East Idaho Credit Union; SGRS LLC; J4K Property Holdings, LLC, OWNERS/DEVELOPERS**

THIS ADDENDUM TO DEVELOPMENT AGREEMENT is dated this ____ day of _____, 2022, ("ADDENDUM"), by and between **City of Meridian**, a municipal corporation of the State of Idaho ("CITY"), whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 and **55 Resort at Verona Place, LLC**, whose address is 105 Decker Court, Ste. 460, Irving, TX 75062; and **NWDC Ten Mile LLC**, whose address is 1980 S. Meridian Rd., Ste. 140, Meridian, ID 83642; **B&S Investments LLC**, whose address is 1980 S. Meridian Rd., Ste. 140, Meridian, ID 83642; and **TFC Ten Mile Mister LLC**, whose address is 6770 South 900 East, Ste. 300, Salt Lake City, UT 84047; **East Idaho Credit Union**, whose address is 865 S. Woodruff Ave., Idaho Falls, ID 83401; **SGRS LLC**, whose address is 482 Enchantment St., Eagle, ID 83616; and **J4K Property Holdings, LLC**, whose address is 1568 E. 17th Street, Idaho Falls, ID 83404, hereinafter collectively referred to as OWNERS/DEVELOPERS.

RECITALS

A. OWNERS/DEVELOPERS have submitted an application for a Modification to the Development Agreement recorded April 9, 2020 in Ada County Records as Instrument No. 2020-040967 (Ten Mile and McMillan DA) for the purpose of amending a DA provision regarding cross access between the commercial properties and the senior living property on the properties listed in Exhibit "A."

B. The Meridian City Council approved said application with Findings of Fact and Conclusions of Law as in the attached Exhibit "B."

C. CITY and OWNERS/DEVELOPERS now desire to amend said Development Agreements, which terms have been approved by the Meridian City Council in accordance with Idaho Code Section 67-6511.

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

1. OWNERS/DEVELOPERS shall be bound by the terms of the Development Agreement known as Ten Mile and McMillan (H-2019-0126) (Inst.#2020-040967), except as specifically amended as follows:

That section 5.1.c of the Development Agreement recorded April 9, 2020 as Instrument #2020-040967 shall be modified as follows: *"An easement agreement shall be recorded*

granting cross-access/cross-parking to all lots in the development, excluding that real property legally described in Exhibit C to the Development Agreement, which was approved as McMillan Independent Senior Living Facility (H-2020-0004) and is located at 4923 N. Cortona Way (the "Excluded Property"), but including the parcel at the southwest corner of this site that is not subject to this agreement. A recorded copy of said easement agreement shall be submitted to the Planning Division prior to issuance of the first Certificate of Zoning Compliance application for the site."

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

3. This Addendum shall be binding upon and insure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Addendum shall be binding on the Owners/Developers of the Property, each subsequent owner/developer and any other person(s) acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereon and any successor owner/developer or owners/developers shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owners/Developers, to execute appropriate and recordable evidence of termination of this Addendum if City, in its sole and reasonable discretion, had determined that Owners/Developers have fully performed its obligations under this Addendum.

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

5. This Addendum sets forth all promises, inducements, agreements, condition, and understandings between Owners/Developers and City relative to the subject matter herein, and there are no promises, agreements, conditions or under-standing, either oral or written, express or implied, between Owners/Developers and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Addendum shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

- a. Except as herein provided, no condition governing the uses and/or conditions governing development of the subject Property herein provided for can be modified or amended within the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

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

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

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:
55 Resort at Verona Place, LLC

By (print name): Bradley J. Florin, Secretary of Edison Equity Management Corp, manager

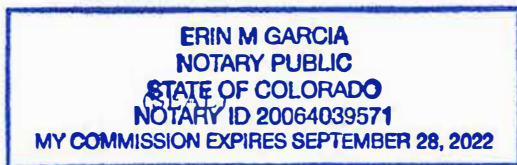
STATE OF IDAHO)
) ss.

County of Ada)

On this 9th day of September, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Bradley J. Florin known or identified to me to be the Secretary of manager of 55 Resort at Verona Place, LLC, the person who executed the instrument on behalf of said entity.

*Edison Equity Management Corp.,

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



Notary Public for Idaho

My commission expires: 9-28-2022

OWNER/DEVELOPER:
NWDC Ten Mile LLC

By (print name):

STATE OF IDAHO)
) ss.

County of Ada)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known or identified to me to be the _____ of NWDC Ten Mile LLC, the person who executed the instrument on behalf of said entity.

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

(SEAL)

Notary Public for Idaho

My commission expires: _____

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:
55 Resort at Verona Place, LLC

By (print name):

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known or identified to me to be the _____ of **55 Resort at Verona Place, LLC**, the person who executed the instrument on behalf of said entity.

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

(SEAL)

Notary Public for Idaho
My commission expires: _____

OWNER/DEVELOPER:
NWDC Ten Mile LLC

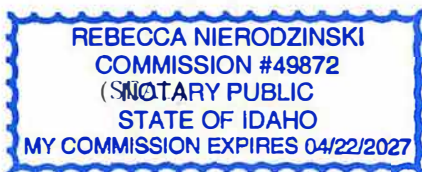
TS & D

By (print name):

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of September, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Travis Stroud known or identified to me to be the Manager of **NWDC Ten Mile LLC**, the person who executed the instrument on behalf of said entity.

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



Rebecca Nierodzinski

Notary Public for Idaho
My commission expires: 04/22/2027

OWNER/DEVELOPER:
B&S Investments LLC

[Signature]

By (print name):

STATE OF IDAHO)
) ss.
County of Ada)

On this 18th day of September, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Travis Stroud known or identified to me to be the manager of **B&S Investments LLC**, the person who executed the instrument on behalf of said entity.

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



[Signature]
Notary Public for Idaho
My commission expires: 04/22/2027

OWNER/DEVELOPER:
TFC Ten Mile Mister LLC

By (print name):

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known or identified to me to be the _____ of **TFC Ten Mile Mister LLC**, the person who executed the instrument on behalf of said entity.

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

(SEAL)

Notary Public for Idaho
My commission expires: _____

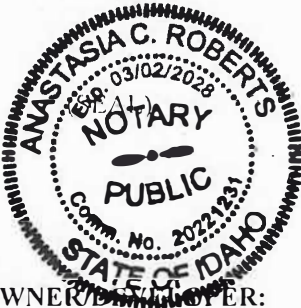
OWNER/DEVELOPER:
East Idaho Credit Union


By (print name): DANIEL THURMAN

STATE OF IDAHO)
) ss.
County of Ada)

On this 26TH day of SEPTEMBER, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL THURMAN known or identified to me to be the PRESIDENT & CEO of East Idaho Credit Union, the person who executed the instrument on behalf of said entity.

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




Notary Public for Idaho
My commission expires: 03.02.2028

OWNER/DEVELOPER:
SGRS LLC

By (print name):

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known or identified to me to be the _____ of SGRS LLC, the person who executed the instrument on behalf of said entity.

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

(SEAL)

Notary Public for Idaho
My commission expires: _____

OWNER/DEVELOPER:
East Idaho Credit Union

By (print name):

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known or identified to me to be the _____ of East Idaho Credit Union, the person who executed the instrument on behalf of said entity.

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

(SEAL)

Notary Public for Idaho
My commission expires: _____

OWNER/DEVELOPER:
SGRS LLC

[Signature]

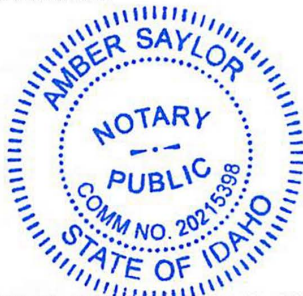
By (print name):

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of September, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Mike Saldaña known or identified to me to be the Manager of SGRS LLC, the person who executed the instrument on behalf of said entity.

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

(SEAL)



[Signature]

Notary Public for Idaho
My commission expires: 11/17/2027

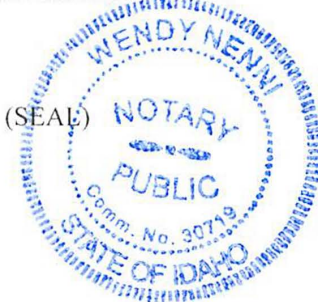
OWNER/DEVELOPER:
J4K Property Holdings, LLC

[Signature]
By (print name):

STATE OF IDAHO)
Bonnenlle) ss.
County of Ada)

On this 20 day of September, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Logan Hall known or identified to me to be the Manager of J4K Property Holdings, LLC, the person who executed the instrument on behalf of said entity.

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



Wendy Nenni
Notary Public for Idaho
My commission expires: 10-06-2022

CITY OF MERIDIAN

Attest:

Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
: ss
County of Ada)

On this ____ day of _____, 2022, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

Notary Public for Idaho
My commission expires: _____

EXHIBIT B

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



In the Matter of the Request to modify the existing Development Agreement of the Ten Mile and McMillan development (Inst. # 2020-040967) for the purpose of amending a DA provision regarding cross access between the commercial properties and the senior living property, by Anne Kunkel, Varin Thomas, LLC.

Case No(s). H-2022-0011

For the City Council Hearing Date of: June 14, 2022 (Findings on June 28, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of June 14, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of June 14, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of June 14, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of June 14, 2022, incorporated by reference)

B. Conclusions of Law

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

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of June 14, 2022, 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 Development Agreement Modification is hereby approved per the conditions of approval in the Staff Report for the hearing date of June 14, 2022, 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 Conditional Use Permit Duration

Please take notice that the conditional use permit, when granted, shall be valid for a maximum period of two (2) years unless otherwise approved by the City. During this time, the applicant shall commence the use as permitted in accord with the conditions of approval, satisfy the requirements set forth in the conditions of approval, and acquire building permits and commence construction of permanent footings or structures on or in the ground. For conditional use permits that also require platting, the final plat must be signed by the City Engineer within this two (2) year period.

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-5B-6.G.1, the Director may authorize a single extension of the time to commence the use not to exceed one (1) two (2) year period. 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 conditional use comply with the current provisions of Meridian City Code Title 11(UDC 11-5B-6F).

Notice of Development Agreement Duration

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

A development agreement may be modified by the city or an affected party of the development agreement. Decision on the development agreement modification is made by the city council in accord with this chapter. When approved, said development agreement shall be signed by the property owner(s) and returned to the city within six (6) months of the city council granting the modification.

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

E. Judicial Review

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

F. Notice of Right to Regulatory Takings Analysis

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

G. Attached: Staff Report for the hearing date of June 14, 2022.

By action of the City Council at its regular meeting held on the 28th day of June, 2022.

COUNCIL PRESIDENT BRAD HOAGLUN VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON VOTED AYE

COUNCIL MEMBER JESSICA PERREAULT VOTED AYE

COUNCIL MEMBER LUKE CAVENER VOTED AYE

COUNCIL MEMBER TREG BERNT VOTED AYE

COUNCIL MEMBER LIZ STRADER VOTED AYE

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)



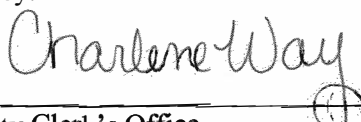
Mayor Robert E. Simison 6-28-2022

Attest:



Chris Johnson 6-28-2022
City Clerk

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

By:  _____ Dated: 6-28-2022
City Clerk's Office

STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT



HEARING 6/14/2022

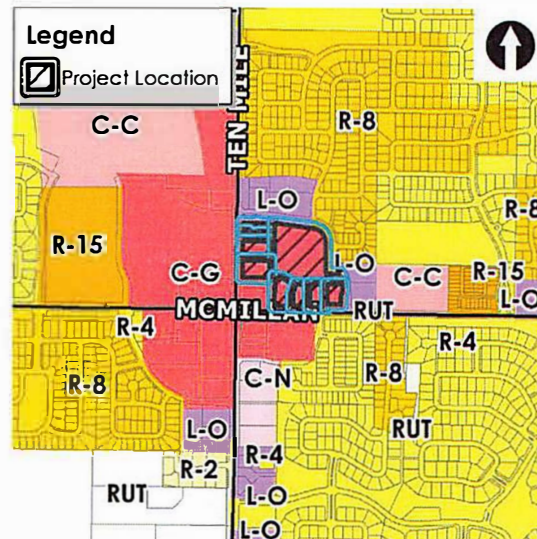
DATE:

TO: Mayor & City Council

FROM: Joseph Dodson, Associate Planner
208-884-5533

SUBJECT: H-2022-0011
Ten Mile and McMillan MDA

LOCATION: Project is located at the northeast corner of N. Ten Mile Road and W. McMillan Road encompassing nine (9) parcels, in the SW 1/4 of the SW 1/4 of Section 26, Township 4N, Range 1W.



I. PROJECT DESCRIPTION

Request to modify the existing Development Agreement of the Ten Mile and McMillan development (Inst. # 2020-040967) for the purpose of amending a DA provision regarding cross access between the commercial properties and the senior living property.

II. APPLICANT INFORMATION

A. Applicant:

Anne Kunkel, Varin Thomas, LLC – 242 North 8th Street, Ste, 220, Boise, ID 83702

B. Owners:

See multiple affidavits of legal interest in public record for all owners that are part of the Development Agreement.

Senior Living Owner: 55 Resort at Verona Place, LLC – 105 Decker Court, Ste. 460, Irving, TX 75062

C. Representative:

Same as Applicant

III. NOTICING

	City Council Posting Date
Legal notice published in newspaper	5/29/2022

Radius notice mailed to properties within 500 feet	5/26/2022
Public hearing notice sign posted	6/3/2022
NextDoor Posting	5/25/2022

IV. STAFF ANALYSIS

History

The subject application encompasses nine (9) parcels surrounding the northeast corner of N. Ten Mile Road and W. McMillan Road. These parcels were part of a Development Agreement Modification in 2020 and were removed from an existing Development Agreement (DA) for the purpose of entering into a new DA with a new conceptual plan and building elevations (H-2019-0126, DA Inst. #2020-040967) to show a future independent senior living facility. The largest property of the nine parcels received conditional use permit (CUP) approval for the independent senior living facility in 2020 (H-2020-0004), consistent with the new concept plan and elevations.

Development Agreement Modification

The approved DA (Inst. #2020-040967) includes a provision that requires the senior living parcel and the commercial parcels to provide cross-access and cross-parking. The inclusion of this provision is standard for commercial properties but should have excluded the senior living property as the City does not want cut-through traffic or shared parking between the commercial properties and the senior living project. Further, the existing approvals required a commercial drive-aisle along the rear of each commercial building lot which provides for the required cross-access—this drive aisle has been constructed per the previous approvals.

The Applicant is therefore requesting the following modification to provision 5.1.c:

“An easement agreement shall be recorded granting cross-access/cross-parking to all lots in the development, excluding that real property legally described on Exhibit C to the Development Agreement, which shall be developed as multi-family development restricted to seniors, age 55 and older (the “Excluded Property”), but including the parcel at the southwest corner of this site that is not subject to this agreement. A recorded copy of said easement agreement...”

Staff supports the DA Modification request because of the shared drive-aisle, the fact the senior living facility will stand on its own in terms of access and parking, and a desire for the City to limit cut-through traffic between commercial and residential properties. However, Staff does recommend a slight revision to the revised language proposed by the Applicant to make it more clear which property is excluded from this provision and remove redundant language found within an existing provision:

“An easement agreement shall be recorded granting cross-access/cross-parking to all lots in the development, excluding that real property legally described in Exhibit C to the Development Agreement, which was approved as McMillan Independent Senior Living Facility (H-2020-0004) and is located at 4923 N. Cortona Way (the “Excluded Property”), but including the parcel at the southwest corner of this site that is not subject to this agreement. A recorded copy of said easement agreement...”

V. DECISION

A. Staff:

Staff recommends approval of the proposed MDA per the modified provision in Section VI.B.

B. The Meridian City Council heard these items on June 14, 2022. At the public hearing, the Council moved to approve the subject Development Agreement Modification request.

1. Summary of the City Council public hearing:

- a. In favor: Anne Kunkel, Applicant Legal Representative
- b. In opposition: None
- c. Commenting: Anne Kunkel
- d. Written testimony: None
- e. Staff presenting application: Joseph Dodson, Associate Planner
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. None

3. Key issue(s) of discussion by City Council:

- a. None

4. City Council change(s) to Staff recommendation:

- a. Include Staff's recommended DA language in lieu of Applicant's proposed language.

VI. EXHIBITS

A. Existing DA Provisions

5. CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:

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

- a. Future development of this site shall substantially comply with the conceptual development plan and building elevations contained in Exhibit A of the Staff Report that is attached to the Findings of Fact and Conclusions of Law, attached hereto as Exhibit "B".
- b. Development of the subject property (i.e. site design and building design) is required to comply with the design standards listed in UDC 11-3A-19 and the City of Meridian Architectural Standards Manual.
- c. An easement agreement shall be recorded granting cross-access/cross-parking to all lots in the development, including the parcel at the southwest corner of this site that is not subject to this agreement. A recorded copy of said easement agreement shall be submitted to the Planning Division *prior* to issuance of the first Certificate of Zoning Compliance application for the site.
- d. The age of the residents living in the multi-family development shall be restricted to seniors, age 55 and older.

B. Proposed Revisions to the existing Development Agreement Provision 5.1.c:

Applicant's request:

"An easement agreement shall be recorded granting cross-access/cross-parking to all lots in the development, excluding that real property legally described on Exhibit C to the Development Agreement, which shall be developed as multi-family development restricted to seniors, age 55 and older (the "Excluded Property"), but including the parcel at the southwest corner of this site that is not subject to this agreement. A recorded copy of said easement agreement..."

Staff's recommended language:

"An easement agreement shall be recorded granting cross-access/cross-parking to all lots in the development, excluding that real property legally described in Exhibit C to the Development Agreement, which was approved as McMillan Independent Senior Living Facility (H-2020-0004) and is located at 4923 N. Cortona Way (the "Excluded Property"), but including the parcel at the southwest corner of this site that is not subject to this agreement. A recorded copy of said easement agreement..."

C. Noted "Exhibit C, Excluded Property" from revised DA provision:

Parcel "A"

A parcel of Land located in a portion of Block 12 of the Amended Plat of Verona Subdivision No. 4, as the same is shown on the official plat thereof, filed in Book 102 of Plats at Page 13476, Ada County Records, and shown as Parcel A on Record of Survey No. 12081, recorded November 6, 2019, as Instrument No. 2019-110665, being situate in the Southwest quarter of Section 26, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southwest corner of said Section 26 (from which the South quarter corner of said Section 26 bears South 88°58'52" East, 2602.82 feet distant); thence
North 00°21'16" East, 848.02 feet on the West Section line of said Section 26; thence
Leaving said West section line, South 88°58'52" East, 30.00 feet to the Northwest corner of said Amended Plat of Verona Subdivision No. 4, said point being common with the Easterly right-of-way of North Ten Mile Road and the Southerly right-of-way of West Milano Drive; thence
South 88°58'52" East, 296.55 feet on the Northerly boundary line of said Amended Plat of Verona Subdivision No. 4, said point being the POINT OF BEGINNING; thence
The following eight (8) courses and distances on the Northerly and Easterly boundary line of said Amended Plat of Verona Subdivision No. 4:
South 88°58'52" East, 74.70 feet; thence
South 82°03'54" East, 321.73 feet to a point of curvature; thence
220.09 feet on the arc of a curve to the right, having a radius of 153.00 feet, a central angle of 82°25'14", and a long chord bearing South 40°51'19" East, 201.60 feet; thence
South 00°21'16" West, 60.32 feet; thence
South 00°24'03" East, 151.75 feet; thence
South 00°21'16" West, 60.17 feet; thence
North 89°35'57" East, 117.34 feet to a point of curvature; thence
107.98 feet on the arc of a curve to the right, having a radius of 273.00 feet, a central angle of 22°39'43", and a long chord bearing South 20°53'46" East, 107.28 feet; thence
Leaving said Easterly boundary line, North 90°00'00" West, 458.40 feet to a point of curvature; thence
43.98 feet on the arc of a curve to the right, having a radius of 84.00 feet, a central angle of 29°59'54", and a long chord bearing North 75°00'03" West, 43.48 feet; thence
North 60°00'06" West, 66.00 feet to a point of curvature; thence
58.68 feet on the arc of a curve to the left, having a radius of 116.00 feet, a central angle of 28°59'04", and a long chord bearing North 74°29'38" West, 58.06 feet; thence
North 88°59'10" West, 48.40 feet to a Point of Curvature; thence
29.49 feet on the arc of a curve to the right, having a radius of 19.00 feet, a central angle of 88°55'10", and a long chord bearing North 44°31'35" West, 26.62 feet; thence
North 00°04'00" West, 490.25 feet to the POINT OF BEGINNING.

EXHIBIT C

Parcel "A"

A parcel of Land located in a portion of Block 12 of the Amended Plat of Verona Subdivision No. 4, as the same is shown on the official plat thereof, filed in Book 102 of Plats at Page 13476, Ada County Records, and shown as Parcel A on Record of Survey No. 12081, recorded November 6, 2019, as Instrument No. 2019-110665, being situate in the Southwest quarter of Section 26, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southwest corner of said Section 26 (from which the South quarter corner of said Section 26 bears South 88°58'52" East, 2802.82 feet distant); thence

North 00°21'16" East, 848.02 feet on the West Section line of said Section 26; thence

Leaving said West section line, South 88°58'52" East, 30.00 feet to the Northwest corner of said Amended Plat of Verona Subdivision No. 4, said point being common with the Easterly right-of-way of North Ten Mile Road and the Southerly right-of-way of West Milano Drive; thence

South 88°58'52" East, 298.55 feet on the Northerly boundary line of said Amended Plat of Verona Subdivision No. 4, said point being the POINT OF BEGINNING; thence

The following eight (8) courses and distances on the Northerly and Easterly boundary line of said Amended Plat of Verona Subdivision No. 4:

South 88°58'52" East, 74.70 feet; thence

South 82°03'54" East, 321.73 feet to a point of curvature; thence

220.09 feet on the arc of a curve to the right, having a radius of 153.00 feet, a central angle of 82°25'14", and a long chord bearing South 40°51'19" East, 201.60 feet; thence

South 00°21'16" West, 60.32 feet; thence

South 00°24'03" East, 151.75 feet; thence

South 00°21'16" West, 60.17 feet; thence

North 89°35'57" East, 117.34 feet to a point of curvature; thence

107.98 feet on the arc of a curve to the right, having a radius of 273.00 feet, a central angle of 22°39'43", and a long chord bearing South 20°53'46" East, 107.28 feet; thence

Leaving said Easterly boundary line, North 90°00'00" West, 458.40 feet to a point of curvature; thence

43.98 feet on the arc of a curve to the right, having a radius of 84.00 feet, a central angle of 29°59'54", and a long chord bearing North 75°00'03" West, 43.48 feet; thence

North 60°00'06" West, 66.00 feet to a point of curvature; thence

58.68 feet on the arc of a curve to the left, having a radius of 116.00 feet, a central angle of 28°59'04", and a long chord bearing North 74°29'38" West, 58.06 feet; thence

North 88°59'10" West, 48.40 feet to a Point of Curvature; thence

29.49 feet on the arc of a curve to the right, having a radius of 19.00 feet, a central angle of 88°55'10", and a long chord bearing North 44°31'35" West, 26.62 feet; thence

North 00°04'00" West, 490.25 feet to the POINT OF BEGINNING.