

## DEVELOPMENT AGREEMENT

- PARTIES:**
1. **City of Meridian**
  2. **Greg Herman, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 **Greg Herman**, whose address is 300 N. Linder Road, Meridian, ID, 83642, hereinafter called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of 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, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject 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 upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer submitted an application for annexation and zoning of 0.98 acres of land with a request for the I-L (Light Industrial) zoning district on the property as shown in Exhibit “A” under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer submitted a subsequent request for modification to the Development Agreement prior to execution of the original Development Agreement to allow additional uses on the Property and update the conceptual development plan and building elevations; and,
- 1.6 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and 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 rezoning held before Planning and Zoning Commission and 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 20<sup>th</sup> day of June, 2023, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order (“June 20, 2023 Findings”) with respect to the original Development Agreement application, which have been incorporated into this Agreement and attached as Exhibit “B”; and
- 1.9 **WHEREAS**, on the 26<sup>th</sup> day of March, 2024, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order (“March 26, 2024 Findings”) with respect to the request for modification to the original Development Agreement, which have been incorporated into this Agreement and attached as Exhibit “C”; and
- 1.10 **WHEREAS**, the Owner/Developer is required to enter into a Development Agreement before the City Council takes final action on final plat; and
- 1.11 **WHEREAS**, Owner/Developer deem 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
- 1.12 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement 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 designation is in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

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

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.

3. **DEFINITIONS:** For all purposes of this Agreement the following words, terms, and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **Greg Herman**, whose address is 300 N. Linder Road, Meridian, Idaho, 83642, hereinafter called

OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.

3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit “A” describing a parcel to bound by this Development Agreement and 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 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 conceptual development plans included in Section VIII of the Staff Report attached to the June 20, 2023 Findings, as modified by Section VII of the Staff Report attached to the March 26, 2024 Findings; Unified Development Code standards; design standards in the Architectural Standards Manual; and the provisions contained herein.

b. Comply with the specific use standards for warehouse facilities (UDC 11-4-3-42), self-service storage facilities (UDC 11-4-3-34), flex space facilities (UDC 11-4-3-18), and the standards for self-service uses in UDC 11-3A-16, as applicable.

c. The existing driveway via N. Linder Rd. Shall be closed and a new driveway constructed in alignment with the driveway on the west side of N. Linder Rd., unless otherwise approved by the City and ACHD.

d. A driveway stub shall be constructed to the northern property line and a cross-access/ingress-egress easement granted to the property to the north (Parcel #R3579000015) in accord with UDC 11-3A-3A.2. A copy of the recorded easement should be submitted to the Planning Division with the Certificate of Zoning Compliance application for the proposed use.

e. A driveway stub shall be constructed to the southern property line and a cross-access/ingress-egress easement granted to the property to the south (Parcel #R3579000025) in accord with UDC 11-3A-3A.2. A copy of the recorded easement should be submitted to the Planning Division with the Certificate of Zoning Compliance application for the proposed use.

- f. A 5-foot-wide buffer shall be provided to the residential land use to the north (Parcel #R3579000015), landscaped per the standards listed in UDC 11-3B-9C, as approved by City Council with consent from the property owner to the north. *Note: The City Council approved a reduced buffer width from 25 feet to 5 feet.*
- g. Mitigation is required for existing trees on this site that are removed as set forth in UDC 11-3B-10C.5.
- h. Storage facility hours of public operation, if developed on the site, shall be limited to 6:00 a.m. to 11:00 p.m. as set forth in UDC 11-4-3-34E as long as the property abuts a residential district.
- i. Future structure(s) on the site shall comply with the non-residential design standards in the Architectural Standards Manual for commercial districts (i.e., CD).
- j. The existing irrigation ditch on the eastern portion of the site shall be piped or otherwise covered as set forth in UDC 11-3A-6.
- k. A flood plain development permit with base flood elevations and flood protection elevations shall be required with a future development application.

6. **COMPLIANCE PERIOD** If this Agreement has not been fully executed within six (6) months after the date of the March 26, 2024 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/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 action 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 section 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 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 approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances 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, prior to the third reading of the Meridian Zoning Ordinance in connection with the rezoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

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 agree to provide, if required by the City.

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued in any phase in which 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 agree 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 Avenue  
Meridian, Idaho 83642

**OWNER/DEVELOPER:**  
**Greg Herman**  
300 N. Linder Rd.  
Meridian, ID 83642

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

15. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

16. **TIME IS OF THE ESSENCE:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the other party so failing to perform.

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement 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 and/or Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner and/or Developer have fully performed their 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 reasonably in giving any consent, approval, or taking any other action under this Agreement.

20. **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.

21. **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.

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 rezoning of the subject 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 on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property and 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:  
Greg Herman**



STATE OF IDAHO        )  
                                  : ss:  
County of Ada         )

On this 11 day of April, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Greg Herman**, known or identified to me to be 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.



Candace Johnston  
Notary Public  
My Commission Expires: 11-08-2029

**CITY OF MERIDIAN**

ATTEST:

By: \_\_\_\_\_  
Mayor Robert E. Simison

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

STATE OF IDAHO        )  
                                  : ss:  
County of Ada         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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: \_\_\_\_\_





### Annexation Land Description

A parcel of land being Lot 4 of Heppers Acre Subdivision, Book 19 of Plats, Pages 1298 and 1299, Records of Ada County, and a portion of North Linder Road, lying within the Southwest Quarter of the Southwest Quarter of Section 12, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

**Commencing** at the found 4 inch aluminum cap monument in asphalt, labeled PLS 1029, at the Southwest corner of Section 12, T.3N., R.1W., B.M., from which the found 3 inch brass cap in asphalt, labeled PLS 5082, at the Quarter corner common to sections 11 & 12, T.3N., R.1W., B.M., bears N 00° 31' 39" E a distance of 2645.87 feet, thence N 00° 31' 39" E along the section line a distance of 922.75 feet to the **REAL POINT OF BEGINNING**.

Thence N 00° 31' 39" E along said section line and the centerline of North Linder Road for a distance of 120.00;

Thence S 88° 13' 52" E for a distance of 356.62 feet to the Northeast corner of said lot 4, witnessed by a set 5/8" iron pin with a 2 inch aluminum cap labeled PLS 11463, which bears S 00° 38' 53" W a distance of 1.00 feet;

Thence S 00° 38' 53" W along the East line of said lot 4 for a distance of 120.00 feet to a found 5/8<sup>th</sup> inch iron pin with a plastic cap labeled PLS 12025 at the Southeast corner of said lot 4;

Thence N 88° 13' 49" W along the South line of said lot 4 for a distance of 356.37 feet to a found ½ inch iron pin with plastic cap labeled PLS 11463 to the **REAL POINT OF BEGINNING**.

Said parcel contains 0.982 acres or 42,770 square feet, more or less.



# ANNEXATION MAP

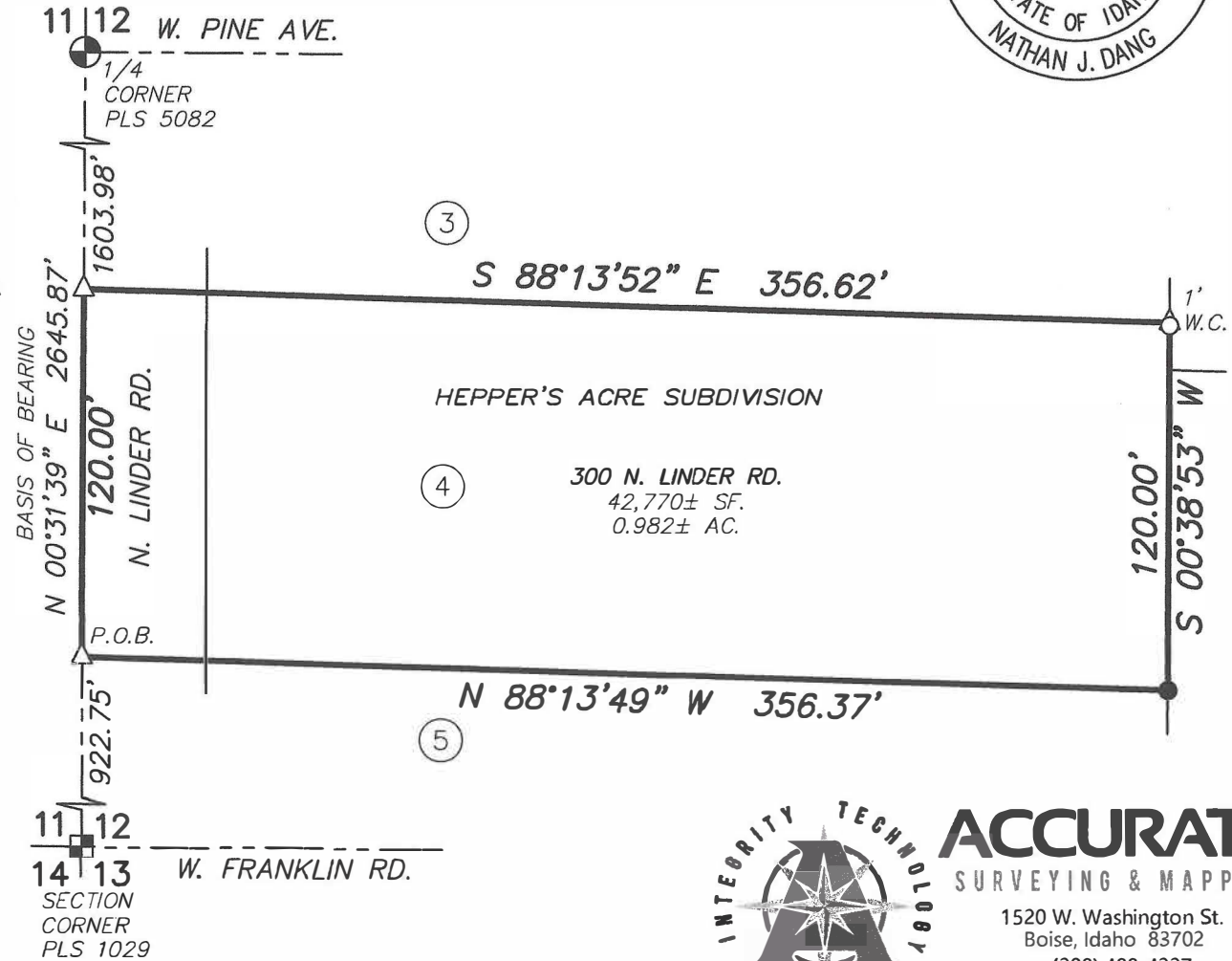
LOT 4, BLOCK 1, HEPPERS ACRE SUBDIVISION,  
 BOOK 19 OF PLATS, PAGES 1298-1299, ADA COUNTY RECORDS  
 AND A PORTION OF NORTH LINDER ROAD.  
 LYING WITHIN THE SW 1/4 OF THE SW 1/4 SECTION 12, T.3N., R.1W., B.M.  
 COUNTY OF ADA—STATE OF IDAHO



SCALE: 1"=60'

## LEGEND

- ANNEXATION BOUNDARY LINE
- SECTION LINE
- PARCEL LINE
- FOUND 3" BRASS CAP MONUMENT, IN ASPHALT, PLS 5082
- FOUND 4" ALUMINUM CAP IN ASPHALT, PLS 1029
- FOUND 5/8" IRON PIN, WITH PLASTIC CAP, PLS 12025
- FOUND 1/2" IRON PIN, NO CAP SET PLASTIC CAP, PLS 11463
- SET 5/8" IRON PIN WITH 2" ALUMINUM CAP, PLS 11463
- CALCULATED POINT
- PLATTED LOT NUMBER
- P.O.B. POINT OF BEGINNING
- W.C. WITNESS CORNER



**ACCURATE**  
 SURVEYING & MAPPING

1520 W. Washington St.  
 Boise, Idaho 83702  
 (208) 488-4227  
 www accuratesurveyors.com

DATE: FEBRUARY, 2023 JOB 22-171

# EXHIBIT B

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



**In the Matter of the Request for Annexation of 0.98-acre of Land with an I-L (Light Industrial) Zoning District; and Vacation of the 30-foot Wide Easement along the East Boundary of the Property for Linder Storage Condos, by EVStudio.**

**Case No(s). H-2022-0091**

**For the City Council Hearing Date of: June 6, 2023 (Findings on June 20, 2023)**

**A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of June 6, 2023, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of June 6, 2023, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of June 6, 2023, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of June 6, 2023, 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 6, 2023, 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 annexation & zoning and a vacation is hereby approved with the requirement of a Development Agreement per the provisions in the Staff Report for the hearing date of June 6, 2023, attached as Exhibit A.

#### D. Notice of Applicable Time Limits

##### 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 6, 2023

By action of the City Council at its regular meeting held on the 20th day of June, 2023.

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

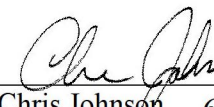
COUNCIL MEMBER JOHN OVERTON VOTED AYE


COUNCIL MEMBER LIZ STRADER VOTED AYE

MAYOR ROBERT SIMISON VOTED \_\_\_\_\_  
(TIE BREAKER)

  
\_\_\_\_\_  
Mayor Robert E. Simison 6-20-2023

Attest:

  
\_\_\_\_\_  
Chris Johnson 6-20-2023  
City Clerk



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

By:  \_\_\_\_\_ Dated: 6-20-2023

**STAFF REPORT**  
**COMMUNITY DEVELOPMENT DEPARTMENT**



HEARING DATE: June 6, 2023  
 TO: Mayor & City Council  
 FROM: Sonya Allen, Associate Planner  
 208-884-5533  
 SUBJECT: H-2022-0091  
 Linder Storage Condos –AZ, VAC  
 LOCATION: 300 N. Linder Rd. in the SW 1/4 of  
 Section 12, T.3N., R.1W.



**I. PROJECT DESCRIPTION**

Annexation of 0.98-acre of land with an I-L (Light Industrial) zoning district; and vacation of the 30-foot wide easement along the east boundary of the property.

**II. SUMMARY OF REPORT**

A. Project Summary

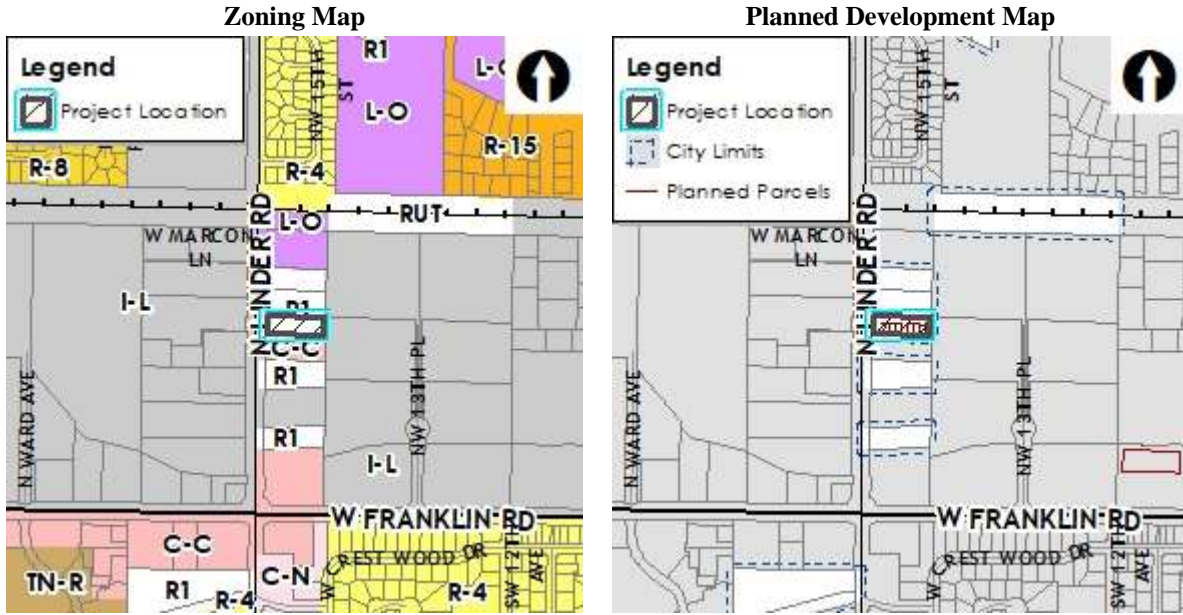
Description	Details	Page
Acreage	0.98-acre	
Future Land Use Designation	General Industrial	
Existing Land Use	Rural residential property	
Proposed Land Use(s)	Self-service storage facility	
Current Zoning	R1 in Ada County	
Proposed Zoning	I-L (Light Industrial)	
Physical Features (waterways, hazards, flood plain, hillside)	None	
Neighborhood meeting date	1/16/23	
History (previous approvals)	Lot 4, Heppers Acre Subdivision	

B. Community Metrics

Description	Details	Page
Ada County Highway District		
<ul style="list-style-type: none"> <li>Staff report (yes/no)</li> </ul>	Yes	
<ul style="list-style-type: none"> <li>Requires ACHD Commission Action (yes/no)</li> </ul>	No	
<ul style="list-style-type: none"> <li>Existing Conditions</li> </ul>	Linder Rd. is fully improved with 5-travel lanes, vertical curb, gutter & 7' attached sidewalk. <i>No additional improvements or right-of-way dedication is required with this application.</i>	
<ul style="list-style-type: none"> <li>CIP/IFYWP</li> </ul>	NA (no further improvements required)	
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Access is proposed via Linder Rd.	
Proposed Road Improvements	None	
Fire Service	<i>No comment.</i>	
Police Service	<i>No comment.</i>	

C. Project Maps





**III. APPLICANT INFORMATION**

A. Applicant:

Julie Miller, EVStudio – 725 E. 2<sup>nd</sup> St., Meridian, ID 83642

B. Owner:

Greg Herman – 300 N. Linder Rd., Meridian, ID 83642

C. Representative:

Same as Applicant

**IV. NOTICING**

	<b>Planning &amp; Zoning Posting Date</b>	<b>City Council Posting Date</b>
Newspaper notification published in newspaper	4/19/2023	5/21/2023
Radius notification mailed to property owners within 300 feet	4/14/2023	5/12/2023
Public hearing notice sign posted on site	4/17/2023	5/12/2023
Nextdoor posting	4/14/2023	5/15/2023

**V. COMPREHENSIVE PLAN ANALYSIS**

**LAND USE:** This property is currently designated as General Industrial on the Future Land Use Map (FLUM) contained in the [Comprehensive Plan](#). This designation allows a range of uses that support industrial and commercial activities. Industrial uses may include warehouses, storage units, light manufacturing, flex, and incidental retail and offices uses. In some cases, uses may include processing,



manufacturing, warehouses, storage units, and industrial support activities. Sample zoning include: I-L and I-H.

**TRANSPORTATION:** The Master Street Map (MSM) does not depict any collector streets across this property.

**PROPOSED USE:** The Applicant proposes to annex the subject property with an I-L zoning district and develop the site with two (2) structures containing a total of eight (8) self-service storage units consistent with the General Industrial FLUM designation.

**Goals, Objectives, & Action Items:** Staff finds the following Comprehensive Plan policies to be applicable to this application and apply to the proposed use of this property (staff analysis in *italics*):

- “Permit new development only where it can be adequately served by critical public facilities and urban services at the time of final approval, and in accord with any adopted levels of service for public facilities and services.” (3.03.03F)  
*City water and sewer service is available and can be extended by the developer of the property proposed to be annexed with development in accord with UDC 11-3A-21.*
- “Require all new development to create a site design compatible with surrounding uses through buffering, screening, transitional densities, and other best site design practices.” (3.07.01A)  
*With development, a landscaped street buffer will be required along N. Linder Rd. and buffering and screening will be required to the residential property to the north in accord with UDC standards.*
- “Encourage compatible uses and site design to minimize conflicts and maximize use of land.” (3.07.00)  
*The operation of the proposed storage facility should be fairly low-impact due to the number of units and should be generally compatible with the birthing center to the south, residential use to the north and industrial uses to the east and west. The required buffer to the residential land use to the north should minimize conflicts between land uses.*
- “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.” (3.03.03A)  
*The proposed development will be required to connect to City water and sewer systems with development; services are required to be provided to and though this development in accord with current City plans.*
- “Require appropriate landscaping, buffers, and noise mitigation with new development along transportation corridors (setback, vegetation, low walls, berms, etc.).” (3.07.01C)  
*A 25-foot wide street buffer is required to be provided with development along N. Linder Rd., an arterial street, per UDC Table 11-2C-3, landscaped per the standards in UDC 11-3B-7C.*
- “Reduce the number of existing access points onto arterial streets by using methods such as cross-access agreements, access management, and frontage/backage roads, and promoting local and collector street connectivity.” (6.01.02B)  
*The Director recommends a cross-access/ingress-egress easement is granted to the property to the north for future access via Linder Rd. through the subject property to reduce access points on the arterial street (i.e. Linder Rd.).*

- “Require urban infrastructure be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities.” (3.03.03G)

*Curb, gutter and sidewalk was recently constructed with the road widening project along Linder Rd. Hook-up to City water and sewer service is required with development.*

## VI. STAFF ANALYSIS

### A. ANNEXATION (AZ)

The Applicant proposes to annex 0.98-acre of land with an I-L (Light Industrial) zoning district consistent with the FLUM designation of General Industrial. A legal description and exhibit map for the annexation area is included in Section VIII.A.

The subject property is one of a few lots in a larger enclave surrounded by City annexed property. Annexation of this land will provide more efficient provision of City services. Industrial uses zoned I-L exist to the west across N. Linder Rd. and to the east; a single-family residence exists to the north zoned R1 in Ada County; and a commercial birthing center exists to the south in the C-C zoning district.

There is an existing home and accessory buildings on the site that are proposed to be removed with redevelopment of the site. There is also a 30-foot wide easement depicted on the Heppers Acre Subdivision plat along the east boundary of the site that is proposed to be vacated with this application (see Section VIII.D, E and analysis below in Section B). The type of easement is not defined on the plat.

**Conceptual Development Plan:** The conceptual development plan shown in Section VIII.B depicts the proposed structures, associated parking, driveway access, drive-aisles and green space for landscaping.

The Applicant plans to develop the property with two (2) buildings for self-service storage containing a total of eight (8) units. These units will be designed to accommodate RV’s, boats, cars, etc. with large overhead doors and separate man doors to each unit. Compliance with the dimensional standards listed in UDC Table 11-2C-3 for the I-L district is required. **Changes are necessary to the concept plan as detailed below under the Access section.**

**Specific Use Standards:** A self-service storage facility is listed as a principal permitted use in the I-L district per UDC [Table 11-2C-2](#), subject to the specific use standards listed in UDC [11-4-3-34](#), as follows: *(Staff’s analysis in italics)*

- A. Storage units and/or areas shall not be used as dwellings or as a commercial or industrial place of business. The manufacture or sale of any item by a tenant from or at a self-service storage facility is specifically prohibited.
- B. On site auctions of unclaimed items by the storage facility owners shall be allowed as a temporary use in accord with Chapter 3, Article E, "temporary use requirements", of this Title.
- C. The distance between structures shall be a minimum of twenty-five (25) feet. *30-feet is provided between the two structures.*
- D. The storage facility shall be completely fenced, walled, or enclosed and screened from public view. Where abutting a residential district or public road, chain-link shall not be allowed as fencing material. *The proposed storage units will be enclosed.*
- E. If abutting a residential district, the facility hours of public operation shall be limited to 6:00 a.m. to 11:00 p.m. *A residential district abuts the property on the north.*
- F. A minimum twenty-five-foot wide landscape buffer shall be provided where the facility abuts a residential use, unless a greater buffer width is otherwise required by this title. Landscaping shall be provided as set forth in subsection 11-3B-9.C of this Title. *The facility abuts a residential use to the north; the Applicant request City Council approval of a buffer reduction to 5-feet.*

- G. If the use is unattended, the standards in accord with [Section 11-3A-16](#), "self-service uses", of this Title shall also apply. *The use will be unattended.*
- H. The facility shall have a second means of access for emergency purposes as determined by the Fire Marshal. *The Fire Marshal has determined one access is sufficient with the proposed turnaround.*
- I. All outdoor storage of material shall be maintained in an orderly manner so as not to create a public nuisance. Materials shall not be stored within the required yards. Stored items shall not block sidewalks or parking areas and may not impede vehicular or pedestrian traffic.
- J. The site shall not be used as a "vehicle wrecking or junk yard" as herein defined.
- K. For any use requiring the storage of fuel or hazardous material, the use shall be located a minimum of one thousand (1,000) feet from a hospital. *There are no hospitals within 1,000 feet.*

**Access:** One (1) full driveway access exists to this site via Linder Rd. that is proposed to be reconstructed and narrowed to 30-feet in width.

The intent of the UDC (11-3A-3) is to improve safety by combining and/or limiting access points to arterial streets to ensure motorists can safely enter all streets. Where local street access is not available, the property owner is required to grant cross-access/ingress-egress easements to adjoining non-residential properties. Although the use to the north is currently residential, it's anticipated to change to a non-residential use at some point in the future. The use to the south is commercial; as a provision of the development agreement, a cross-access/ingress-egress easement was required to be provided to the subject property at the time of future construction on the site and/or expansion of the existing parking lot, which has not occurred ([AZ-09-004](#)).

**In accord with UDC 11-3A-3, Staff recommends as a provision of the development agreement, driveway stubs are constructed to the north and south property lines and a cross-access/ingress-egress easement granted to the properties to the north (Parcel #R3579000015) and south (Parcel #R3579000025) in an effort to combine and limit access points to the arterial street (i.e. Linder Rd.). Copies of the recorded easements should be submitted with the Certificate of Zoning Compliance application for the proposed use. With a future development application, ACHD recommends the existing driveway is closed and a new driveway is constructed in alignment with the driveway on the west side of Linder Rd. A revised concept plan should be submitted prior to the Commission hearing consistent with ACHD's and Staff's recommendations.**

A fire truck turnaround is proposed on the site as shown on the conceptual development plan.

**Sidewalk/Pathway:** An attached 7-foot wide sidewalk was recently constructed along N. Linder Rd. along the frontage of this site. The Pathways Plan designates a 10-foot wide detached multi-use pathway in this area. Because the sidewalk was recently constructed, the Park's Dept. does *not* recommend it's removed and a new pathway constructed in its place at this time. If a new pathway is constructed in the future, there should be adequate room within the existing right-of-way (11'+/-) for the pathway without dedication of a public use easement.

**Parking:** Self-service storage facilities do not require parking unless there is an office associated with the use, which there is not. The concept plan depicts nine (9) off-street parallel parking spaces. Based on the number of proposed parking spaces, a bicycle rack capable of holding a minimum of one (1) bicycle is required per UDC 11-3C-6G that complies with the design standards listed in UDC [11-3C-5C](#).

**Landscaping:** A 25-foot wide street buffer is required to be constructed along N. Linder Rd., an arterial street, measured from back of sidewalk, landscaped per the standards listed in UDC [11-3B-7C](#).

Parking lot landscaping is required per the standards listed in UDC [11-3B-8C](#). **A minimum 5-foot wide buffer should be provided along the east property boundary unless the requirement is reduced or waived by the Director for truck maneuvering areas as set forth in UDC 11-3B-8C.1a.**

A 25-foot wide buffer is required to the residential land use to the north as set forth in UDC [Table 11-2C-3](#) and [11-4-3-34F](#), landscaped per the standards listed in UDC [11-3B-9C](#). **The Applicant requests City Council approval of a reduced buffer width from 25- to 5-feet adjacent to the residential use to the north as allowed by UDC 11-3B-9C.2 with notice to surrounding property owners. A reduction to the buffer width shall not affect building setbacks; all structures shall be set back from the property line a minimum of the buffer width required in the I-L district (i.e. 25-feet).** A letter was submitted from the abutting property owner to the north, Ronald Hatch, agreeing to the proposed reduced buffer.

**Landscaping is required along the multi-use pathway adjacent to N. Linder Rd. per the standards listed in UDC [11-3B-12C](#).**

**There are existing trees on this site that may require mitigation if removed per the standards listed in UDC [11-3B-10C.5](#).**

**Waterways:** The conceptual development plan depicts an existing irrigation ditch on the eastern portion of the site. **All ditches not being used as a water amenity or linear open space must be piped as set forth in UDC [11-3A-6](#).**

**Floodplain:** A portion of this project is within the Meridian Floodplain Overlay District. **A floodplain development permit with base flood elevations and flood protection elevations will be required.**

**Fencing:** The conceptual development plan depicts existing vinyl fence around the perimeter of the site.

**Elevations:** Conceptual building elevations were submitted for the proposed structures as shown in Section VIII.C. The structures are proposed to be pre-engineered metal frame buildings, which will be designed with large overhead doors and man doors for each unit. Building materials are proposed to consist of stucco in two (2) different colors with reveals, fenestration and stone veneer wainscot.

The design of the structures is required to comply with the design standards in the [Architectural Standards Manual](#) (ASM). **Staff recommends the design is required to comply with the design standards for commercial buildings rather than industrial buildings because the property fronts on an arterial street (i.e. Linder Rd.) and will be highly visible.** Detailed review of the elevations for compliance with these standards will take place with the Certificate of Zoning Compliance and Design Review application prior to submittal of an application for a building permit.

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. **To ensure the site develops as proposed and recommended with this application, Staff recommends a DA is required with the provisions discussed above and included in Section IX.A.**

## **B. VACATION (VAC)**

The Applicant proposes to vacate the 30-foot wide easement along the east boundary of the property depicted on the Heppers Acre subdivision plat in Section VIII.D. The easement is not defined on the plat and it seems utilities may not have been installed within the easement area.

The Applicant proposes to vacate this easement so that the east building can be constructed closer to the eastern boundary of the site within the existing easement area. A legal description and exhibit map of the easement proposed to be vacated is included in Section VIII.E below.

[Relinquishment letters](#) have been submitted from all potential easement holders [i.e. Lumen (fka Qwest), NMID, Intermountain Gas, Sparklight and Idaho Power] in agreement with the proposed request.

## VII. DECISION

### A. Staff:

Staff recommends approval of the proposed Annexation with the requirement of a Development Agreement per the provisions in Section IX in accord with the Findings in Section X; and approval of the vacation request *if* relinquishment letters are received from all potential easement holders prior to the City Council hearing.

### B. The Meridian Planning & Zoning Commission heard these items on May 4, 2023. At the public hearing, the Commission moved to recommend approval of the subject AZ request.

#### 1. Summary of Commission public hearing:

- a. In favor: Julie Miller, EVStudio
- b. In opposition: None
- c. Commenting: Tim O'Donnell
- d. Written testimony: None
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None

#### 2. Key issue(s) of public testimony:

- a. Comments in favor of the transparency of the City's public hearing process and the availability of information online for citizen access.

#### 3. Key issue(s) of discussion by Commission:

- a. Commercial vs. Industrial design standards.

#### 4. Commission change(s) to Staff recommendation:

- a. None

#### 5. Outstanding issue(s) for City Council:

### C. The Meridian City Council heard these items on June 6, 2023. At the public hearing, the Council moved to approve the subject AZ and VAC requests.

#### 1. Summary of the City Council public hearing:

- a. In favor: Julie Miller, EVStudio
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: None
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None

#### 2. Key issue(s) of public testimony:

- a. None

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

- a. None

#### 4. City Council change(s) to Commission recommendation:

- a. Council approved the requested reduced buffer width from 25' to 5' along the north property line to the residential use to the north.

VIII. EXHIBITS

A. Annexation Legal Description and Exhibit Map



**Annexation Land Description**

A parcel of land being Lot 4 of Heppers Acre Subdivision, Book 19 of Plats, Pages 1298 and 1299, Records of Ada County, and a portion of North Linder Road, lying within the Southwest Quarter of the Southwest Quarter of Section 12, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

**Commencing** at the found 4 inch aluminum cap monument in asphalt, labeled PLS 1029, at the Southwest corner of Section 12, T.3N., R.1W., B.M, from which the found 3 inch brass cap in asphalt, labeled PLS 5082, at the Quarter corner common to sections 11 & 12, T.3N., R.1W., B.M., bears N 00° 31' 39" E a distance of 2645.87 feet, thence N 00° 31' 39" E along the section line a distance of 922.75 feet to the **REAL POINT OF BEGINNING**.

Thence N 00° 31' 39" E along said section line and the centerline of North Linder Road for a distance of 120.00;

Thence S 88° 13' 52" E for a distance of 356.62 feet to the Northeast corner of said lot 4, witnessed by a set 5/8" iron pin with a 2 inch aluminum cap labeled PLS 11463, which bears S 00° 38' 53" W a distance of 1.00 feet;

Thence S 00° 38' 53" W along the East line of said lot 4 for a distance of 120.00 feet to a found 5/8<sup>th</sup> inch iron pin with a plastic cap labeled PLS 12025 at the Southeast corner of said lot 4;

Thence N 88° 13' 49" W along the South line of said lot 4 for a distance of 356.37 feet to a found 1/2 inch iron pin with plastic cap labeled PLS 11463 to the **REAL POINT OF BEGINNING**.

Said parcel contains 0.982 acres or 42,770 square feet, more or less.



# ANNEXATION MAP

LOT 4, BLOCK 1, HEPPELERS ACRE SUBDIVISION,  
 BOOK 19 OF PLATS, PAGES 1298-1299, ADA COUNTY RECORDS  
 AND A PORTION OF NORTH LINDER ROAD.  
 LYING WITHIN THE SW 1/4 OF THE SW 1/4 SECTION 12, T.3N., R.1W., B.M.  
 COUNTY OF ADA—STATE OF IDAHO

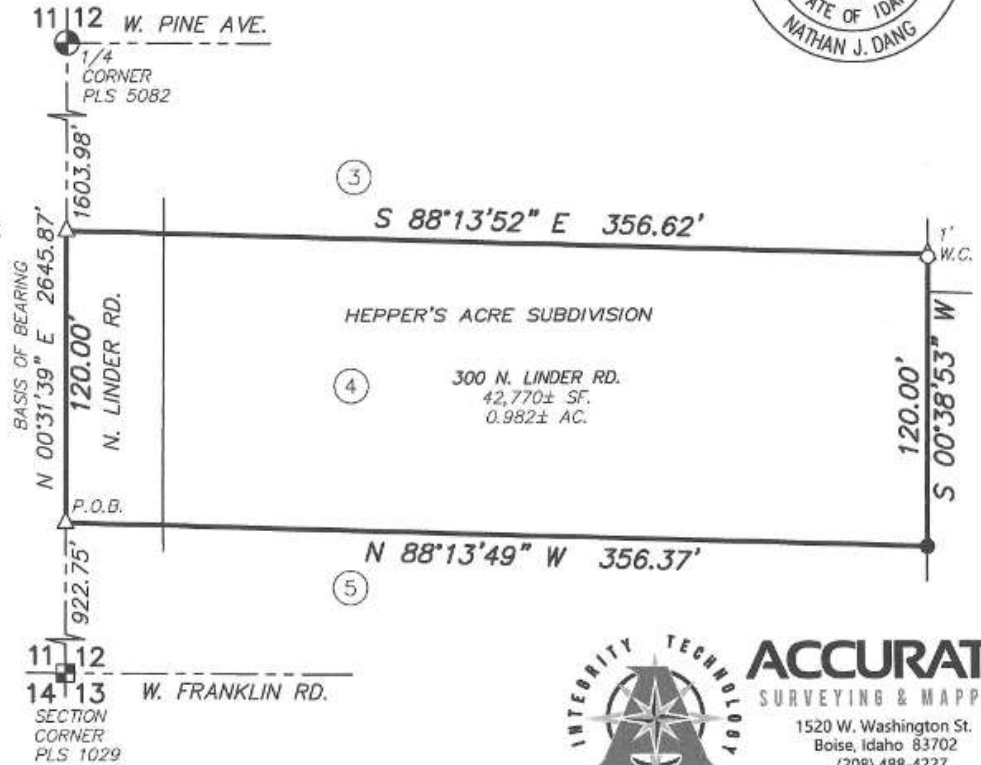


SCALE: 1"=60'

## LEGEND

- ANNEXATION BOUNDARY LINE
- SECTION LINE
- PARCEL LINE

- FOUND 3" BRASS CAP MONUMENT, IN ASPHALT, PLS 5082
- FOUND 4" ALUMINUM CAP IN ASPHALT, PLS 1029
- FOUND 5/8" IRON PIN, WITH PLASTIC CAP, PLS 12025
- FOUND 1/2" IRON PIN, NO CAP SET PLASTIC CAP, PLS 11463
- SET 5/8" IRON PIN WITH 2" ALUMINUM CAP, PLS 11463
- CALCULATED POINT
- PLATTED LOT NUMBER
- P.O.B. POINT OF BEGINNING
- W.C. WITNESS CORNER



**ACCURATE**  
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 Boise, Idaho 83702  
 (208) 488-4227  
 www accuratesurveyors.com

DATE: FEBRUARY, 2023 JOB 22-171

B. Conceptual Development Plan – NOT APPROVED

**SUBMITTALS**

DESIGNER	DATE
PROJECT NO.	DATE
CLIENT	DATE
REVISIONS	DATE



**EVstudio**  
 801 W 10th St  
 Boise, ID 83725  
 208.333.3333  
 evstudio.com



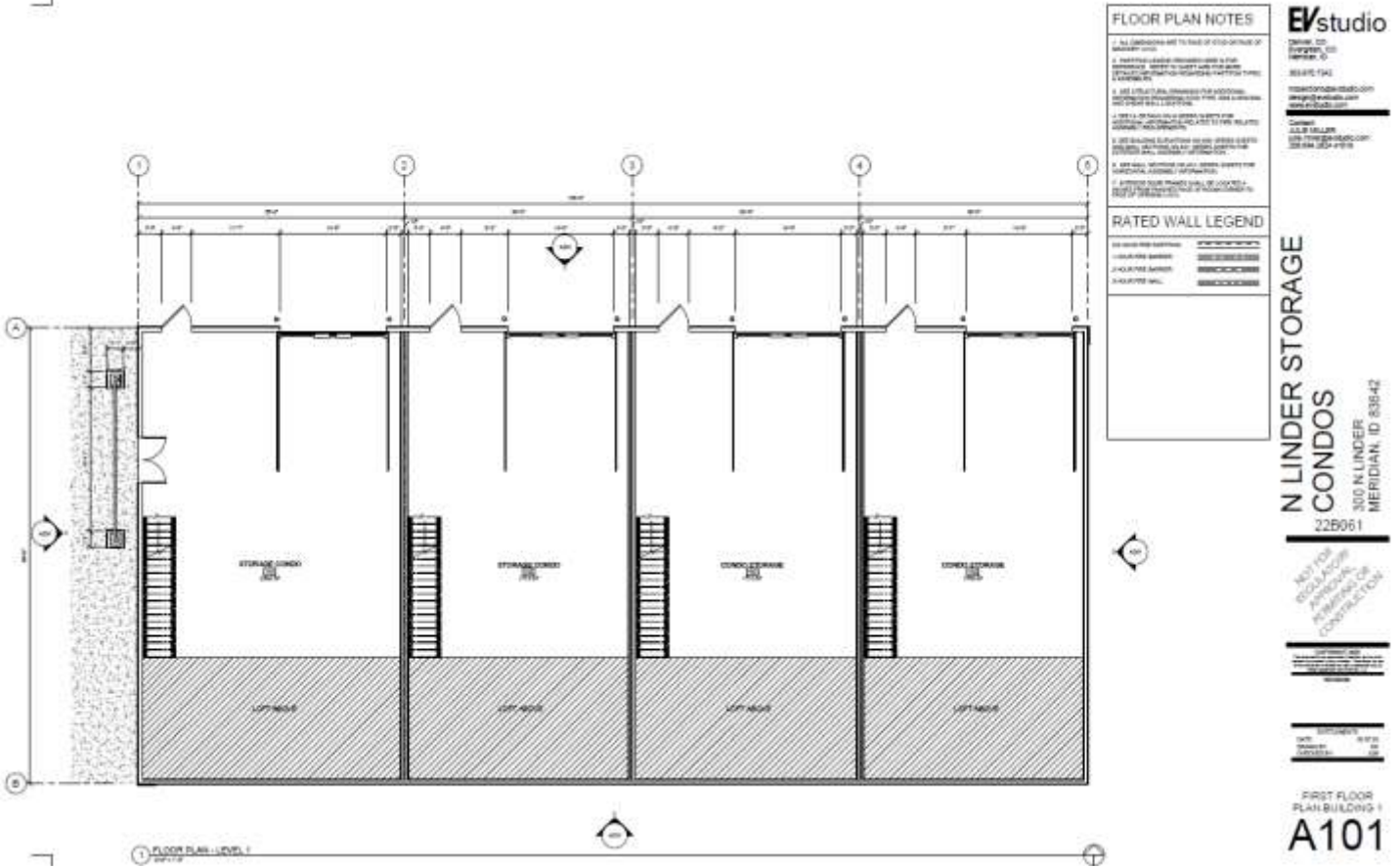
**N LINDER STORAGE CONDOS**  
 22B061  
 300 N LINDER  
 MERIDIAN, ID 83942

NOT FOR  
 APPROVAL  
 PROVISIONAL  
 CONSTRUCTION

PRELIMINARY  
 SITE PLAN  
**A100**

1. PRELIMINARY SITE PLAN

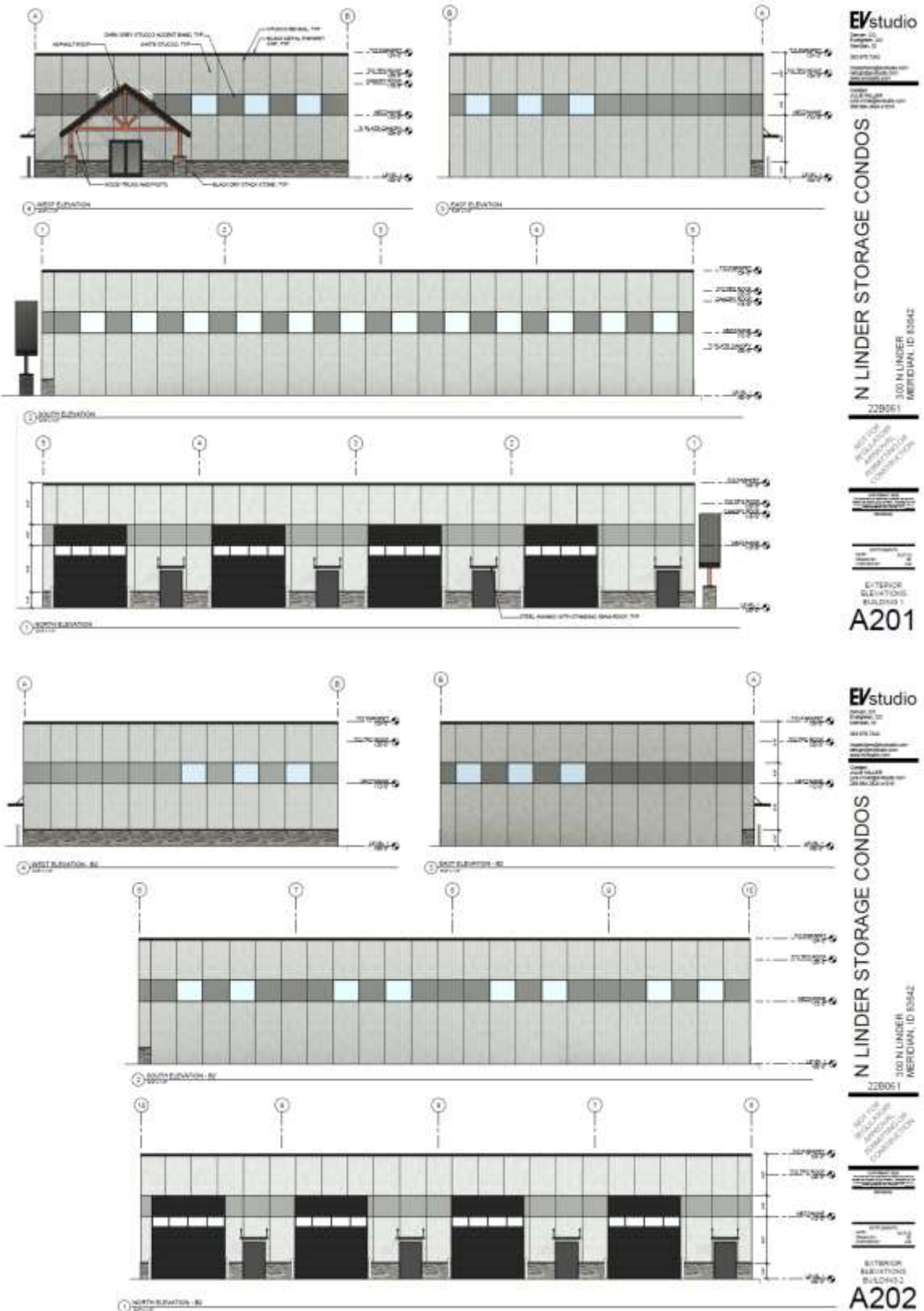




FEMA Overlay:



### C. Conceptual Building Elevations





2 SIDE PERSPECTIVE VIEW  
1/4" = 1'-0"



1 FRONT PERSPECTIVE VIEW  
1/4" = 1'-0"

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22B061

NOT FOR  
REGULATORY  
APPROVAL  
PERMITTING OR  
CONSTRUCTION

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REVISION:

ENTITLEMENTS

DATE: 02.07.23  
DRAWN BY: J.M.  
CHECKED BY: J.M.

PERSPECTIVE  
VIEWS

**A203**



E. Easement Proposed to be Vacated



Job No. 22-171

**Utility Easement Vacation Description**

An easement to be vacated over and across a portion of Lot 4 of Heppers Acre Subdivision as recorded in Book 19 of Plats at Pages 1298 and 1299, Records of Ada County, said parcel is located in the Southwest Quarter of the Southwest Quarter of Section 12, Township 3 North, Range 1 West of the Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the found 4 inch aluminum cap monument at the corner common to Sections 11, 12, 13 and 14, T3N, R1W from which the found 3 inch brass cap monument in asphalt at the quarter corner common to Sections 11 and 12, T3N, R1W bears N 00° 32' 39" E a distance of 2645.87 feet; thence N 00° 32' 39" E along the section line for a distance of 922.75 feet; thence S 88° 13' 49" W for a distance of 326.37 feet to the **REAL POINT OF BEGINNING**;

Thence N 00° 38' 53" E for a distance of 120.00 feet;

Thence S 89° 13' 52" E along the line common to Lots 3 and 4 for a distance of 30.01 feet to the northeast corner of Lot 4 witnessed by a found 5/8<sup>th</sup> inch iron pin with a 2 inch aluminum cap stamped PLS 11463, which bears S 00° 38' 53" W a distance of 1.00 feet;

Thence S 00° 38' 53" W for a distance of 120.00 feet to a found 5/8<sup>th</sup> inch iron pin with a cap plastic cap labeled PLS 12025 at the southeast corner of Lot 4;

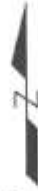
Thence N 88° 13' 49" W along the line common to Lots 4 and 5 for a distance of 30.01 feet to the **REAL POINT OF BEGINNING**.

Vacated Easement contains 0.083 acres, or 3,601 square feet, more or less.



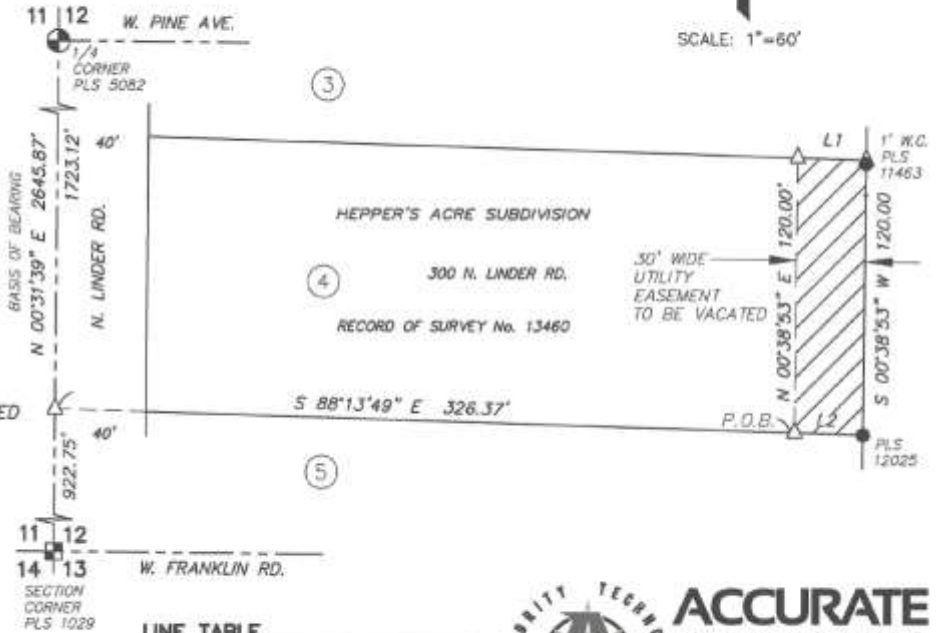
# EXHIBIT MAP

30' WDE UTILITY EASEMENT VACATION  
 ACROSS A PORTION OF LOT 4, BLOCK 1, HEPPERS ACRE SUBDIVISION,  
 BOOK 19 OF PLATS, PAGES 1298-1299, ADA COUNTY RECORDS  
 LYING WITHIN THE SW 1/4 OF THE SW 1/4 SECTION 12, T.3N., R.1W., B.M.  
 COUNTY OF ADA—STATE OF IDAHO



SCALE: 1"=60'

- LEGEND**
- SECTION LINE
  - PARCEL LINE
  - ▨ EASEMENT
  - ⊕ FOUND 3" BRASS CAP MONUMENT IN ASPHALT
  - ⊞ FOUND 4" ALUMINUM CAP MONUMENT IN ASPHALT
  - FOUND 5/8" IRON PIN, WITH PLASTIC CAP, AS NOTED
  - △ CALCULATED POINT
  - ⑨ PLATTED LOT NUMBER
  - P.O.B. POINT OF BEGINNING
  - W.C. WITNESS CORNER



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 88°13'52" E	30.01'
L2	N 88°13'49" W	30.01'



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DATE: MARCH, 2023 JOB 22-171

## IX. CITY/AGENCY COMMENTS & CONDITIONS

The Applicant should submit a conceptual development plan for the site that complies with ACHD's and the City's comments pertaining to access and cross-access prior to the Commission hearing.

### A. PLANNING DIVISION

1. A Development Agreement (DA) is required as a provision of annexation of this property. Prior to approval of the annexation 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.

Currently, a fee of \$303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. 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 annexation. The DA shall, at minimum, incorporate the following provisions:

- a. Future development of this site shall be generally consistent with the conceptual development plans included in Section VIII, Unified Development Code standards, design standards in the Architectural Standards Manual and the provisions contained herein.
- b. Comply with the specific use standards for self-service storage facilities listed in UDC [11-4-3-34](#) and the standards for self-service uses in [UDC 11-3A-16](#).
- c. The existing driveway via N. Linder Rd. shall be closed and a new driveway constructed in alignment with the driveway on the west side of N. Linder Rd., unless otherwise approved by the City and ACHD.
- d. A driveway stub shall be constructed to the northern property line and a cross-access/ingress-egress easement granted to the property to the north (Parcel #R3579000015) in accord with UDC [11-3A-3A.2](#). A copy of the recorded easement should be submitted to the Planning Division with the Certificate of Zoning Compliance application for the proposed use.
- e. A driveway stub shall be constructed to the southern property line and a cross-access/ingress-egress easement granted to the property to the south (Parcel #R3579000025) in accord with UDC 11-3A-3A.2. A copy of the recorded easement should be submitted to the Planning Division with the Certificate of Zoning Compliance application for the proposed use.
- f. A ~~25~~ 5-foot wide buffer shall be provided to the residential land use to the north (Parcel #R3579000015) ~~as set forth in UDC Table 11-2C-3 and 11-4-3-34F~~, landscaped per the standards listed in UDC 11-3B-9C, ~~unless otherwise~~ as approved by City Council with consent from the property owner to the north. Note: The City Council approved a reduced buffer width from 25-feet to 5-feet.
- g. Mitigation is required for existing trees on this site that are removed as set forth in UDC [11-3B-10C.5](#).
- h. The storage facility hours of public operation shall be limited to 6:00 a.m. to 11:00 p.m. as set forth in UDC [11-4-3-34E](#) as long as the property abuts a residential district.
- i. Future structure(s) on the site shall comply with the non-residential design standards in the Architectural Standards Manual for commercial districts (i.e. CD).
- j. The existing irrigation ditch on the eastern portion of the site shall be piped or otherwise covered as set forth in UDC [11-3A-6](#).
- k. A floodplain development permit with base flood elevations and flood protection elevations shall be required with a future development application.

## **B. PUBLIC WORKS**

1. A streetlight plan will be required for the development of this property.
2. Additional 250 gpd committed to model. WRRF decline balance is 14.60 MGD
3. Pressure Zone – 2
4. Estimated ERU - See Application
5. Water Quality Concerns – None
6. Project Consistent with Master Plan – Yes
7. Single structure, multi-tenant units that are for rental only should have a single City meter. Provide one meter for each building.
8. Only have one connection to the main in Linder rd. Bring an 8" stub and "dog leg" it on the property. Make water service connections to this stub. Max distance between the dead-end and the service connection should be 3'. No blow-off is needed.
9. The 8" dog leg will require a 20' easement with the water main centered in the easement.
10. Water services require a 20' easement up and 10' beyond the water meter.
11. 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.
12. Additional 250 gpd committed to model. WRRF decline balance is 14.60 MGD
13. Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within the utility easement.
14. Property is in the Meridian Special Flood Hazard Area - A floodplain permit and elevation certificates will be required. Flood protection elevation is 2 feet above Base Flood Elevation.

## **C. ADA COUNTY DEVELOPMENT SERVICES**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=294157&dbid=0&repo=MeridianCity>

## **D. IDAHO TRANSPORTATION DEPARTMENT (ITD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=294153&dbid=0&repo=MeridianCity>

## **E. NAMPA-MERIDIAN IRRIGATION DISTRICT (NMID)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=294320&dbid=0&repo=MeridianCity>

## **F. ADA COUNTY HIGHWAY DISTRICT (ACHD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=294352&dbid=0&repo=MeridianCity>

## **I. FINDINGS**

### **A. Annexation and/or Rezone (UDC 11-5B-3E)**

Required Findings: 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 Applicant's proposal to annex 0.98-acre of land with I-L zoning for the development of a self-service storage facility is consistent with the General Industrial FLUM designation for this property. (See section V above for more information.)*

**2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;**

*The City Council finds the proposed map amendment to I-L and conceptual development plan generally complies with the purpose statement of the I-L district in that it will encourage industrial uses that are clean, quiet and free of hazardous or objectionable elements and that are operated entirely or almost entirely within enclosed structures and is accessible to an arterial street (i.e. Linder Rd.).*

**3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;**

*The City Council finds the proposed map amendment should not be detrimental to the public health, safety and welfare as the proposed industrial use should be conducted entirely within a structure.*

**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 City services are available to be provided to this development.*

**5. The annexation (as applicable) is in the best interest of city.**

*The City Council finds the proposed annexation is in the best interest of the City.*

## EXHIBIT C

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



**In the Matter of the Request for a Modification to the Development Agreement Required with H-2022-0091, Linder Storage Condos, to Allow Warehouse and Flex Space Uses along with the Previously Approved Self-service Storage Facility; and Update the Conceptual Development Plan and Building Elevations for Linder Condos, by The Architect's Office.**

**Case No(s). H-2023-0074**

**For the City Council Hearing Date of: March 12, 2024 (Findings on March 26, 2024)**

### A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of March 12, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of March 12, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of March 12, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of March 12, 2024, incorporated by reference)

### B. Conclusions of Law

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

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of March 12, 2024, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

#### C. Decision and Order

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

1. The applicant's request for a modification to the terms of the development agreement approved with the annexation is hereby approved per the provisions in the Staff Report for the hearing date of March 12, 2024, attached as Exhibit A.

#### D. Notice of Applicable Time Limits

##### Notice of Development Agreement Duration

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

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

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

#### E. Judicial Review

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

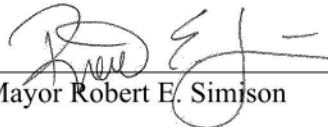
#### F. Notice of Right to Regulatory Takings Analysis

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

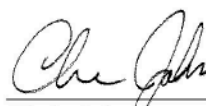

#### G. Attached: Staff Report for the hearing date of March 12, 2024

By action of the City Council at its regular meeting held on the 26th day of March, 2024.

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

  
\_\_\_\_\_  
Mayor Robert E. Simison      3-26-2024

Attest:

   
\_\_\_\_\_  
Chris Johnson      3-26-2024  
City Clerk

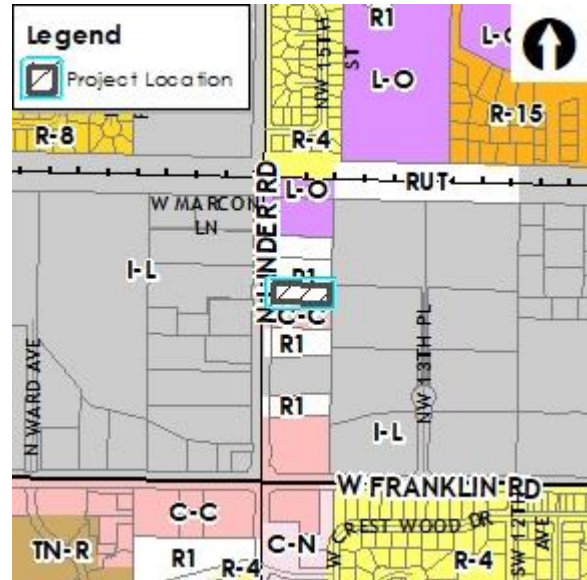
Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By:  \_\_\_\_\_ Dated: 3-26-2024  
City Clerk's Office

**STAFF REPORT**  
**COMMUNITY DEVELOPMENT DEPARTMENT**



HEARING: March 12, 2024  
 DATE: *Continued from: February 13, 2024*  
 TO: Mayor & City Council  
 FROM: Sonya Allen, Associate Planner  
 208-884-5533  
 SUBJECT: [H-2023-0074](#)  
 Linder Condos – MDA  
 LOCATION: 300 N. Linder Rd. in the SW 1/4 of Section 12, T.3N., R.1W.



**I. PROJECT DESCRIPTION**

The Applicant proposes a modification to the development agreement required with H-2022-0091, Linder Storage Condos, to allow warehouse and flex space uses along with the previously approved self-service storage facility; and update the conceptual development plan and building elevations.

**II. SUMMARY OF REPORT**

A. Project Summary

Description	Details	Page
Acreage	0.98-acre	
Future Land Use Designation	General Industrial	
Existing Land Use	Rural residential property	
Proposed Land Use(s)	Self-service storage facility or warehouse or flex space	
Current Zoning	R1 in Ada County	
Proposed Zoning	Tentatively approved with I-L (Light Industrial) zoning (with approval of the development agreement and annexation ordinance H-2022-0091)	
Physical Features (waterways, hazards, flood plain, hillside)	None	
Neighborhood meeting date	1/11/24	
History (previous approvals)	Lot 4, Heppers Acre Subdivision; <a href="#">H-2022-0091</a> (AZ, VAC)	

**III. APPLICANT INFORMATION**

A. Applicant:

Jeremy Putman, The Architect’s Office – 499 Main Street, Boise, ID 83702

B. Owner:

Greg Herman – 300 N. Linder Rd., Meridian, ID 83642

C. Representative:

Same as Applicant

**IV. NOTICING**

	<b>City Council Posting Date</b>
Newspaper notification published in newspaper	1/28/24, 2/25/24
Radius notification mailed to property owners within 300 feet	1/26/24, 2/24/24
Public hearing notice sign posted on site	1/13/24, 2/28/24
Nextdoor posting	1/29/24, 2/26/24

**V. STAFF ANALYSIS**

The Applicant proposes to modify the development agreement (H-2022-0091) to allow warehouse and flex space uses in addition to the previously approved self-service storage facility use; and update the conceptual development plan and building elevations for the site. The Applicant’s narrative states the target market for these spaces will be for contractors, mostly for storage, with the potential for each space to have a small office and restroom. *Note: The development agreement associated with H-2022-0091 has not yet been signed and recorded.*

**Proposed Use:** The proposed modification will allow for more variety in the uses allowed on the site as can be accommodated with the proposed development plan. Per UDC [Table 11-2C-2](#), warehouse and flex space uses are listed as principal permitted uses in the I-L district. The proposed uses are subject to the specific use standards listed in the UDC, as follows:

- [11-4-3-42](#) Warehouse:
  - A. Accessory uses allowed. Office not to exceed twenty-five (25) percent and retail sales not to exceed ten (10) percent of the total enclosed area of the use.
  - B. Outside activity areas shall be located a minimum of three hundred (300) feet from any property line adjoining a residence or a residential district.
- [11-4-3-18](#) Flex Space:
  - A. Office and/or retail showroom areas shall comprise a minimum of thirty (20) percent of the structure and/or tenant space.
  - B. Light industry and warehousing shall not comprise more than seventy (70) percent of the tenant space.
  - C. In the C-C, C-G and M-E districts, roll-up doors shall not be visible from a public street.

- D. Except in the I-L and I-H districts, loading docks are prohibited.
- E. Retail use shall not exceed twenty-five (25) percent of leasable area in any tenant space.

**Site Plan:** Originally, eight (8) tenant spaces were proposed in two (2) buildings; now seven (7) tenant spaces are proposed in two (2) buildings totalling 15,643 s.f., including mezzanines. The west building had to be reduced in size to accommodate the cross-access easement/driveway required to the adjacent properties to the north and south.

**Access:** Access is proposed via N. Linder Rd., an arterial street. The location of the cross-access driveway to the south has changed from the middle of the site between the buildings to the west side of the front building along Linder Rd.; a cross-access driveway is proposed to the north in alignment with the driveway to the south in accord with UDC [11-3A-3A.2](#). A Fire Dept. turnaround is proposed between the two structures as depicted on the site plan.

**Parking:** In the I-L zoning district, a minimum of one (1) off-street vehicle parking space is required for every 2,000 s.f. of gross floor area per UDC [11-3C-6B.2](#), except for self-service storage facilities, which only require parking for the associated office space (if provided) and not for the storage facility. Because a variety of uses are proposed, the more restrictive parking standard should apply to the overall development.

Based on the square footage of the structures (i.e. 15,643 s.f.), a minimum of seven (7) parking spaces are required; 13 spaces are provided, exceeding the minimum standard by six (6) spaces, which should be sufficient for any of the uses proposed. The extra spaces should accommodate parking for the flex space use (if developed), which would likely create a need for more parking for customers and employees of the retail/office component of the use.

A minimum of one (1) bicycle parking space is required for every 25 proposed vehicle parking spaces or portion thereof per UDC [11-3C-6G](#); bicycle parking facilities are required to meet the location and design standards listed in [11-3C-5C](#). A bicycle rack is depicted on the site plan.

**Development Agreement (DA):** The existing DA provisions are included in Section VII.A below; the Applicant's proposed changes are noted in strike-out/underline format. The Applicant requests DA provision #5.1h, which limits the hours of operation for storage facilities from 6:00 am to 11:00 pm as set forth in UDC 11-4-3-34E, is revised to include warehouse & flex space. However, because the proposed uses aren't subject to the same limitations on the hours of operation as storage facilities, Staff does not recommend a change to this provision.

The existing and proposed conceptual development plans and building elevations are also included below in Section VII.B. Other than the reduction in the size of the west building, the proposed development plan and elevations are generally consistent with the previously approved plans and conditions of approval. Therefore, Staff is supportive of the proposed changes and inclusion of the additional uses proposed to allow more flexibility for the use of the site.

## VI. DECISION

### A. Staff:

Staff recommends approval of the proposed Development Agreement modification as requested by the Applicant.

### B. The Meridian City Council heard this item at the February 13<sup>th</sup> and March 12<sup>th</sup> public hearings and approved the proposed MDA application.

#### 1. Summary of the City Council public hearing:

- a. In favor: Jeremy Putman, The Architect's Office (Applicant's Representative); Kim Kelly
- b. In opposition: None
- c. Commenting: None

- d. Written testimony: Ronald Hatch, property owner to the north (in support)
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None
- 2. Key issue(s) of public testimony:
  - a. None
- 3. Key issue(s) of discussion by City Council:
  - a. Concern pertaining to intensity of the additional uses proposed and their potential negative impact on existing adjacent residential neighbors and the adequacy of on-site parking.
  - b. At the continued hearing, the Applicant addressed previous concerns to the satisfaction of the Council.
- 4. City Council change(s) to Commission recommendation:
  - a. None



## VII. EXHIBITS

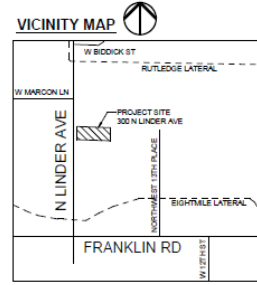
### A. Existing Development Agreement Provisions – *Proposed Changes Shown in Strike-out/Underline format*

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 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 conceptual development plans included in Section VIII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B,” Unified Development Code Standards, design standards in the Architectural Standards Manual, and the provisions contained herein.
    - b. Comply with the specific use standards for warehouse facilities (UDC 11-4-3-42), self-service storage facilities ~~listed in (UDC 11-4-3-34)~~, flex space facilities (UDC 11-4-3-18) and the standards for self-service uses in UDC 11-3A-16, as applicable.
    - c. The existing driveway via N. Linder Rd. Shall be closed and a new driveway constructed in alignment with the driveway on the west side of N. Linder Rd., unless otherwise approved by the City and ACHD.
    - d. A driveway stub shall be constructed to the northern property line and a cross-access/ingress-egress easement granted to the property to the north (Parcel #R3579000015) in accord with UDC 11-3A-3A.2. A copy of the recorded easement should be submitted to the Planning Division with the Certificate of Zoning Compliance application for the proposed use.
    - e. A driveway stub shall be constructed to the southern property line and a cross-access/ingress-egress easement granted to the property to the south (Parcel #R3579000025) in accord with UDC 11-3A-3A.2. A copy of the recorded easement should be submitted to the Planning Division with the Certificate of Zoning Compliance application for the proposed use.
    - f. A 5-foot-wide buffer shall be provided to the residential land use to the north (Parcel #R3579000015), landscaped per the standards listed in UDC 11-3B-9C, as approved by City Council with consent from the property owner to the north. *Note: The City Council approved a reduced buffer width from 25 feet to 5 feet.*
    - g. Mitigation is required for existing trees on this site that are removed as set forth in UDC 11-3B-10C.5.
    - h. ~~The s~~Storage facility hours of public operation, if developed on the site, shall be limited to 6:00 a.m. to 11:00 p.m. as set forth in UDC 11-4-3-34E as long as the property abuts a residential district.
    - i. Future structure(s) on the site shall comply with the non-residential design standards in the Architectural Standards Manual for commercial districts (i.e., CD).
    - j. The existing irrigation ditch on the eastern portion of the site shall be piped or otherwise covered as set forth in UDC 11-3A-6.
    - k. A flood plain development permit with base flood elevations and flood protection elevations shall be required with a future development application.

## B. Existing Conceptual Development Plan & Building Elevations

### SITE ANALYSIS

SITE CHARACTERISTICS	
PROCESSES	
SOILING DISTANCE	14'
LOT AREA	APPROX. 10,871 SF
BUILDING AREA	APPROX. 14,326 SF (28%)
PAVED AREA	APPROX. 17,426 SF (16%)
LANDSCAPE AREA	APPROX. 5,438 SF (50%)
BUILDING CODES	
STORAGE UNIT COUNT	8
MAXIMUM BUILDING HEIGHT	30 FEET
PARKING DATA	
REFER TO TABLE 11-30-1	
CALCULATION	0 REQUIRED (NO OFFICE SPACE PROVIDED)
PROVIDED SITE PARKING	9 STALLS (INCLUDING 1 ADA STALL)
SETBACKS	
FRONT SETBACK	35 FEET
REAR LANDSCAPE BUFFER	25 FEET
LANDSCAPE BUFFER TO RESIDENTIAL USE	5 FEET PROVIDED
LANDSCAPE BUFFER TO NONRESIDENTIAL USE	5 FEET (14)



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Contact:  
Julie Miller  
julie.miller@evstudio.com  
303.694.2524 x1018

N LINDER STORAGE CONDOS

300 N LINDER  
MERIDIAN, ID 833642

22B061

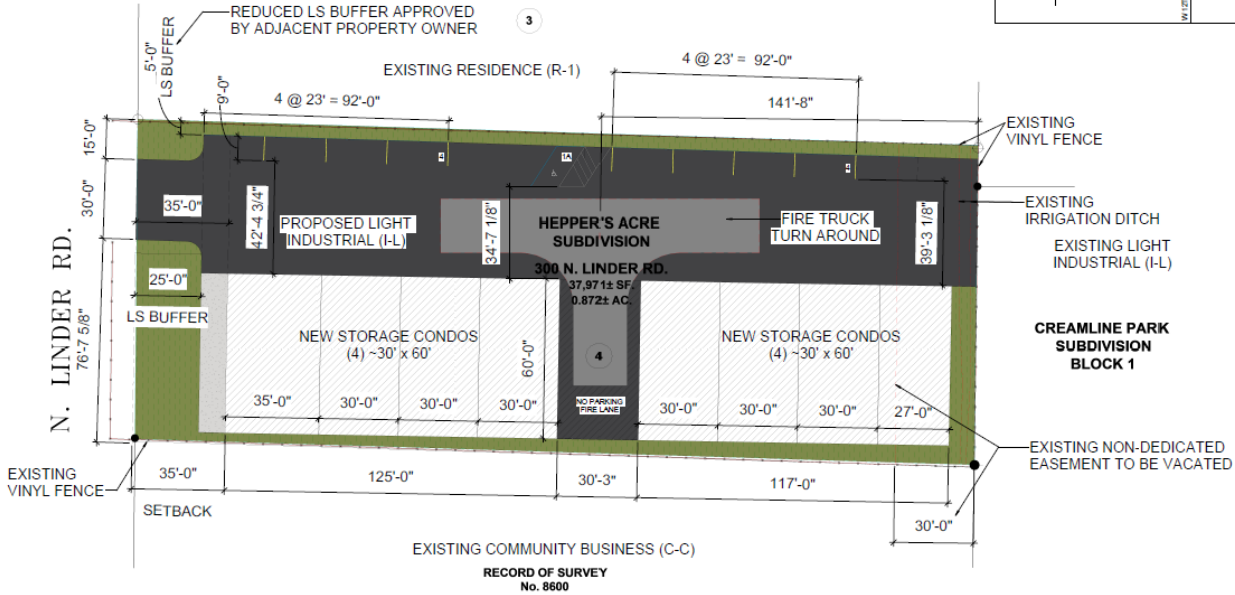
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Revision:

Project Name: 12-11-22  
DATE: CMB  
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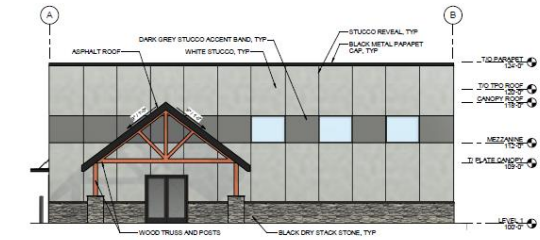
PRELIMINARY  
SITE PLAN

**A100**

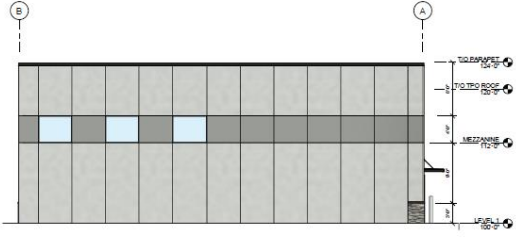


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10/11/22

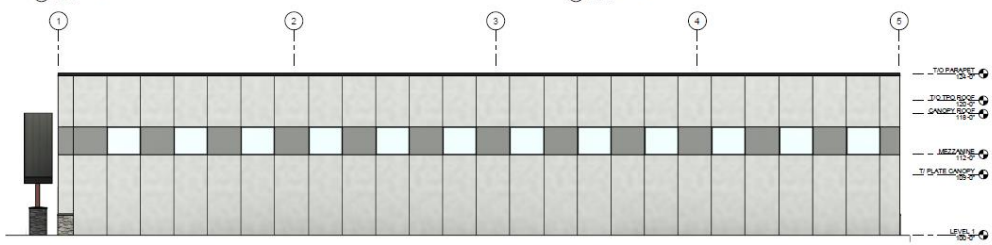
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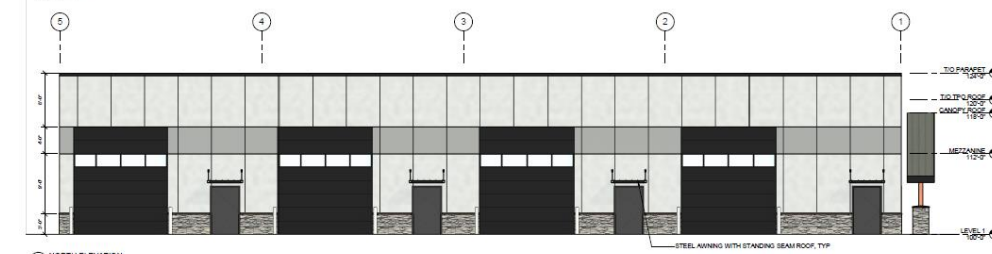
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3/17/17



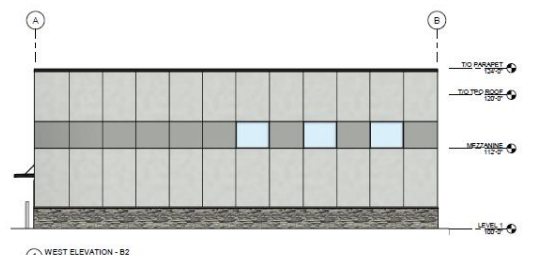
3 EAST ELEVATION  
3/17/17



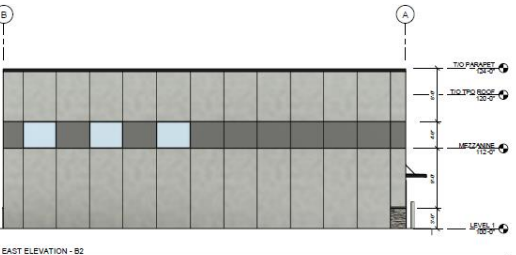
2 SOUTH ELEVATION  
3/17/17



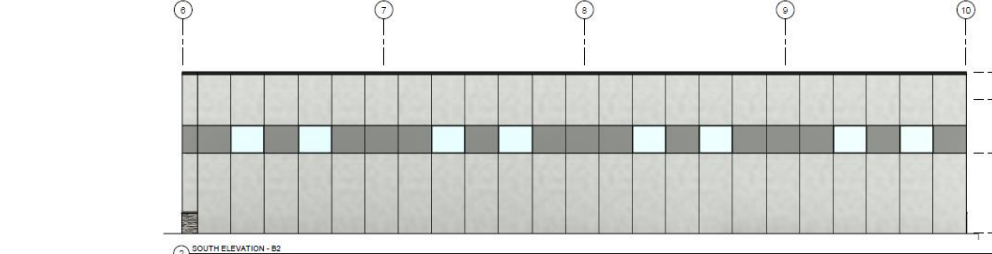
1 NORTH ELEVATION  
3/17/17



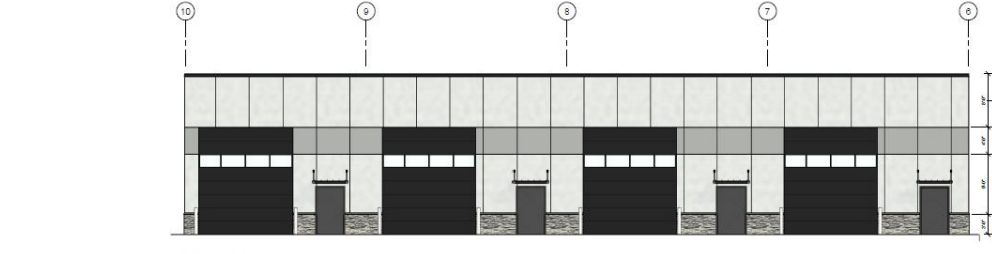
4 WEST ELEVATION - B2  
3/17/17



3 EAST ELEVATION - B2  
3/17/17



2 SOUTH ELEVATION - B2  
3/17/17



1 NORTH ELEVATION - B2  
3/17/17

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julie@evstudio.com  
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**N LINDER STORAGE CONDOS**  
300 N LINDER  
MERIDIAN, ID 83842  
22B061

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REGULATORY  
APPROVAL  
PERMITTING OR  
CONSTRUCTION

DATE: 03/17/17  
DRAWN BY: JLT  
CHECKED BY: JLT

EXTERIOR  
ELEVATIONS  
BUILDING 1  
**A201**

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MERIDIAN, ID 83842  
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CONSTRUCTION

DATE: 03/17/17  
DRAWN BY: JLT  
CHECKED BY: JLT

EXTERIOR  
ELEVATIONS  
BUILDING 2  
**A202**



3 SIDE PERSPECTIVE VIEW  
12' x 10'



1 FRONT PERSPECTIVE VIEW  
12' x 10'

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**N LINDER STORAGE CONDOS**

300 N LINDER  
MERIDIAN, ID 83642

22B061

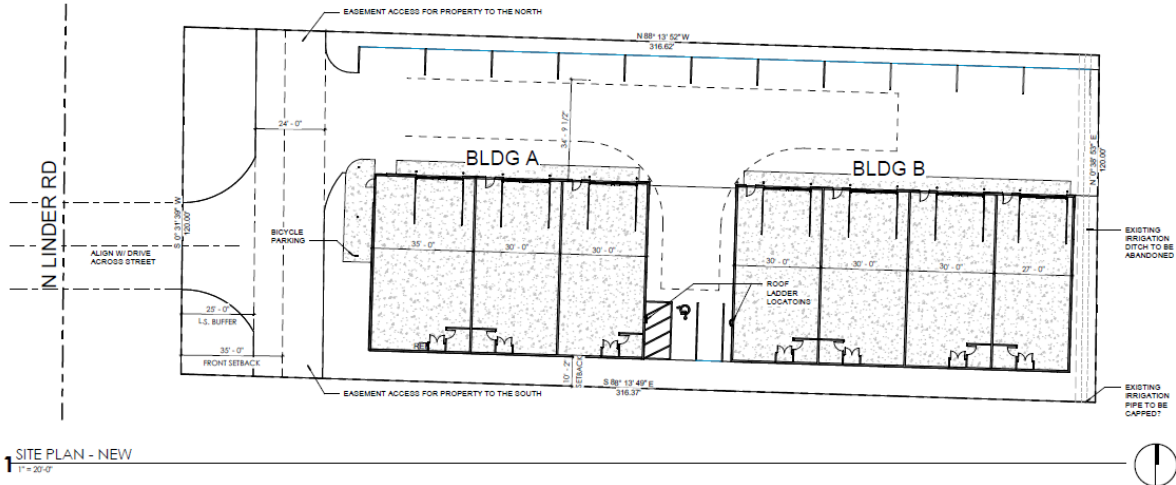
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REVISIONS  
DATE: 02.07.23  
DRAWN BY: J.M.  
CHECKED BY: J.M.

PERSPECTIVE  
VIEWS  
**A203**

C. Proposed Conceptual Development Plan, Floor Plans & Building Elevations (dated: 2/6/24)



SITE PLAN - NEW  
1" = 20'-0"

TOTAL BLDG AREA = 15,643SF  
**PARKING FOR INDUSTRIAL DISTRICTS**  
 First Floor: 12,968  
 Mezzanines: 3,077  
 15,643 / 2000 = 7.8 (J. STALLS)  
**PROVIDED ON SITE**  
 11 PARALLEL STALLS (23x9)  
 1 STANDARD STALL (9x20)  
 1 ADA STALL  
 13 TOTAL STALLS  
 1 BICYCLE PARKING

PROJECT  
**LINDER CONDOS**  
 300 N LINDER RD  
 MERIDIAN, ID 83687

Project Status  
 SEAL

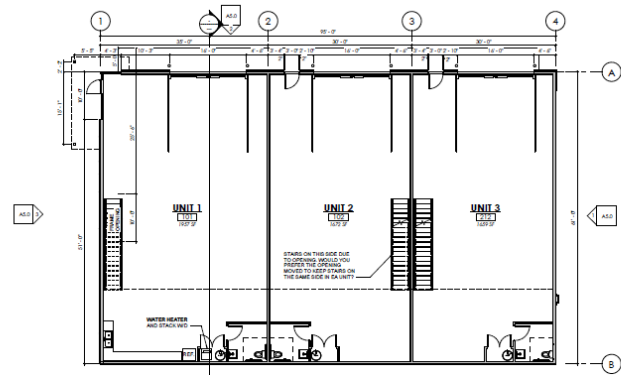
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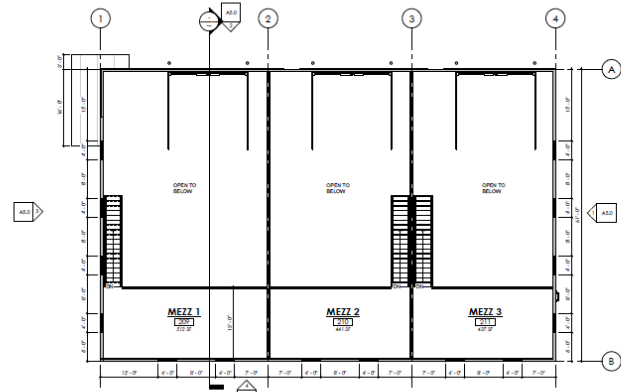
FILE  
 DATE: 06.27.23  
 FILE NO: 23-901  
 DRAWN: JNP

REVISIONS	NO	DESCRIPTION	DATE
A	SCHEMATIC DESIGN	08.31.23	
B	SCHEMATIC DESIGN	09.22.23	
C	SCHEMATIC DESIGN	10.17.23	
D	SCHEMATIC DESIGN	10.30.23	
E	ALT DRIVEWAY	11.07.23	
F	CONDITIONS RESEARCH	11.20.23	
G	CONDITIONS RESEARCH	11.29.23	
H	DA MOD APPLICATION	12.14.23	
I	DA MOD APPLICATION	02.06.24	

SHEET  
**A1.0**  
 SITE PLAN



1 BLDG A FLOOR PLAN  
1/8" = 1'-0"



2 MEZZANINE A PLAN  
1/8" = 1'-0"

**GENERAL NOTES:**

- VERIFY ALL DIMENSIONS IN FIELD AND VERIFY ARCHITECT OF DISCREPANCIES PRIOR TO FABRICATION OR INSTALLATION.
- TYPICAL DIMENSIONS LOCATIONS ARE TO FACE OF STRUCTURAL MEMBERS, UNLESS NOTED TO FACE OF MEMBERS.
- PROVIDE ALL JOINTS IN WALLS PER STUD AS SHOWN, TOILET PARTITIONS, WATER CLOSURES, SINKS, TUBS, AND ETC.
- ALL BLDG FRAMED EXTERIOR PARTITIONS WALLS SHALL BE BRACED TO THE EXISTING STRUCTURE TO MAINTAIN PLUMB AND TRUE.
- PLUMBING SHALL BE IN ACCORDANCE WITH MECHANICAL CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
- DO NOT SCALE DRAWINGS.
- ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED TAKE FROM THE CENTERLINE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED TAKE FROM THE CENTERLINE UNLESS OTHERWISE NOTED.

**BUILDING R VALUE ANALYSIS:**

EXTERIOR WALLS: BATT INSULATION  
 ROOFING: INSULATION  
 FLOORING: SEE CONCRETE REQUIREMENTS  
 WINDOWS: SEE CONCRETE REQUIREMENTS  
 DOORS: SEE CONCRETE REQUIREMENTS



PROJECT  
**LINDER CONDOS**  
 300 N LINDER RD  
 MERIDIAN, ID 83687

Project Status  
 OK

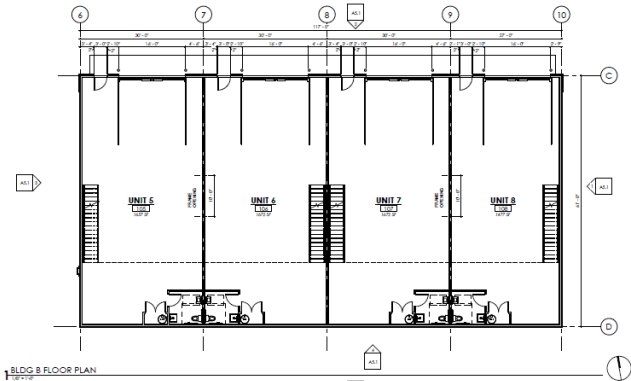
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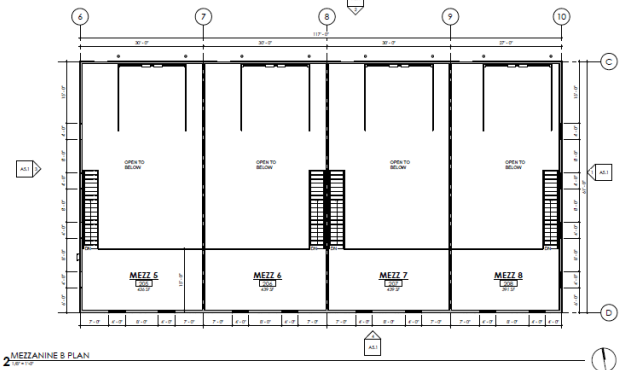
DATE  
 08.27.23  
 DRAWN BY  
 23401  
 CHECKED BY  
 23401

REVISION	DESCRIPTION	DATE
A	SCHEMATIC DESIGN	08.27.23
B	SCHEMATIC DESIGN	08.27.23
C	SCHEMATIC DESIGN	08.27.23
D	SCHEMATIC DESIGN	08.27.23
E	SCHEMATIC DESIGN	08.27.23

**A2.0**  
 BLDG A FLOOR PLAN



1 BLDG B FLOOR PLAN  
1/8" = 1'-0"



2 MEZZANINE B PLAN  
1/8" = 1'-0"

**GENERAL NOTES:**

- VERIFY ALL DIMENSIONS IN FIELD AND VERIFY ARCHITECT OF DISCREPANCIES PRIOR TO FABRICATION OR INSTALLATION.
- TYPICAL DIMENSIONS LOCATIONS ARE TO FACE OF STRUCTURAL MEMBERS, UNLESS NOTED TO FACE OF MEMBERS.
- PROVIDE ALL JOINTS IN WALLS PER STUD AS SHOWN, TOILET PARTITIONS, WATER CLOSURES, SINKS, TUBS, AND ETC.
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- PLUMBING SHALL BE IN ACCORDANCE WITH MECHANICAL CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
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- ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED TAKE FROM THE CENTERLINE UNLESS OTHERWISE NOTED.

**BUILDING R VALUE ANALYSIS:**

EXTERIOR WALLS: BATT INSULATION  
 ROOFING: INSULATION  
 FLOORING: SEE CONCRETE REQUIREMENTS  
 WINDOWS: SEE CONCRETE REQUIREMENTS  
 DOORS: SEE CONCRETE REQUIREMENTS



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**LINDER CONDOS**  
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Project Status  
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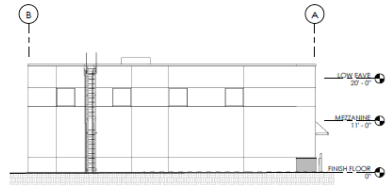
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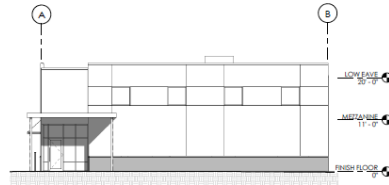
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REVISION	DESCRIPTION	DATE
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C	SCHEMATIC DESIGN	08.27.23
D	SCHEMATIC DESIGN	08.27.23
E	SCHEMATIC DESIGN	08.27.23

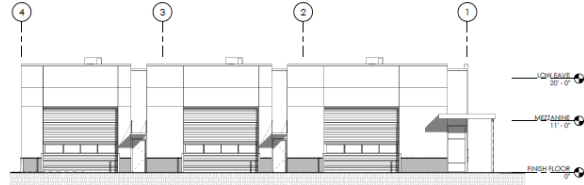
**A2.1**  
 BLDG B FLOOR PLAN



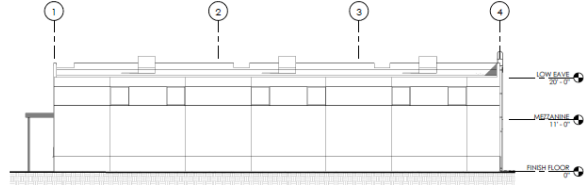
1 BLDG A EAST ELEVATION  
1/8" = 1'-0"



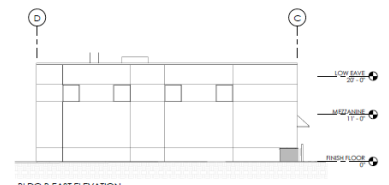
3 BLDG A WEST ELEVATION  
1/8" = 1'-0"



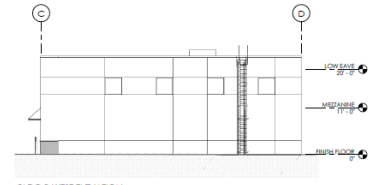
2 BLDG A NORTH ELEVATION  
1/8" = 1'-0"



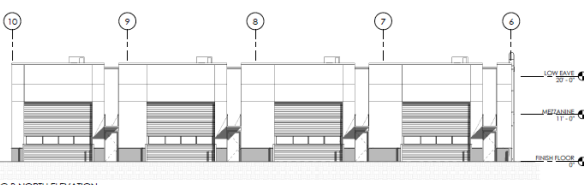
4 BLDG A SOUTH ELEVATION  
1/8" = 1'-0"



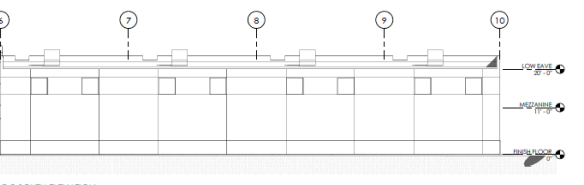
1 BLDG B EAST ELEVATION  
1/8" = 1'-0"



3 BLDG B WEST ELEVATION  
1/8" = 1'-0"



2 BLDG B NORTH ELEVATION  
1/8" = 1'-0"



4 BLDG B SOUTH ELEVATION  
1/8" = 1'-0"



**LINDER CONDOS**

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NAME: CHADWICK  
TEAM:  
AUTHOR:

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**A5.0**  
BLDG A EXTERIOR ELEVATIONS



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**A5.1**  
BLDG B EXTERIOR ELEVATIONS