

DEVELOPMENT AGREEMENT

- PARTIES:**
1. City of Meridian
 2. SCS Brighton, LLC, Owner
 3. SCS Brighton II, LLC, Owner
 4. DWT Investments, LLC, Owner
 5. SCS Investments, LLC, Owner
 - 6.. SCS TM Creek, LLC, Owner
 7. Brighton Land Holdings, LLC, Owner
 8. Ten Mile Crossing, Inc., Developer

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2021, 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, **SCS Brighton, LLC**, whose address is 2929 W. Navigator Drive #400, Meridian, ID 83642; **SCS Brighton II, LLC**, whose address is 2929 W. Navigator Drive #400, Meridian, ID 83642; **DWT Investments, LLC**, whose address is 2929 W. Navigator Drive #400, Meridian, ID 83642; **SCS Investments, LLC**, whose address is 2929 W. Navigator Drive #400, Meridian, ID 83642; **SCS TM Creek, LLC**, whose address is 2929 W. Navigator Drive #400, Meridian, ID 83642; **Brighton Land Holdings, LLC**, whose address is 2929 W. Navigator Drive #400, Meridian, ID 83642, hereinafter called OWNERS and **Ten Mile Crossing Inc.**, whose address is 2929 W. Navigator Drive #400, Meridian, ID 83642, DEVELOPER.

1. RECITALS:

- 1.1 **WHEREAS**, Owners are the sole owners, 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 Owners/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**, Owners/Developer has submitted an application for the Rezone of 40.98-acres from the R-40 and C-C zoning districts to the C-G zoning district; 3.9-acres from the TN-C and C-G zoning districts to R-40 zoning district; 0.65-acre from the R-8 and TN-C zoning districts to the C-G zoning district; and 0.53-acre from the TN-C zoning district to the C-G zoning district; and, Development Agreement modification to terminate all existing agreements in the Ten Mile Crossing development area in favor of one master agreement to govern future development of the overall area. The proposal includes a request for adoption of project-specific design guidelines to supersede those in the Ten Mile Interchange Specific Area Plan (TMISAP), which include deviations from certain goals and guidelines including decreased floor area ratios, different street and streetscape designs, landscape and architectural design elements and site development standards, including an increase in height in the C-G zoning district of up to 100-feet to allow for 6-story buildings [i.e. TM Crossing-AZ-12-005 (Inst. 114002254, 1st Addendum #2016-062220, 2nd Addendum #2017-051907, TMC Expansion #2019-011700); TM Creek/TM Creek East-AZ-13-015/H-2015-0018 (Inst. #114045759, 1st Addendum #2016-073497, 2nd Addendum #2017-113747); Ten Mile Center -AZ-14-001 (Inst. #2014-065514); Calnon Properties -H-2015-0017 (Inst. 2016-030845); and Bainbridge Franklin -H-2018-0057 (Inst. #2019-077071)], under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owners/Developer made representations at the public hearing before the Meridian City Council, as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested Development Agreement Modification held before the City Council, includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction, and includes further testimony and comment; and
- 1.7 **WHEREAS**, on the 12th day of May, 2021, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order (“Findings”), which have been incorporated into this Agreement and attached as Exhibit “B”; and
- 1.8 **WHEREAS**, the Findings require the Owners/Developer to enter into a new Development Agreement on only the subject property listed in Exhibit “A” before the City Council takes final action on final plat; and
- 1.9 **WHEREAS**, Owners/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

- 1.10 **WHEREAS**, The subject property listed in Exhibit “A” shall no longer be subject to the terms of the existing Development Agreements [i.e. TM Crossing-AZ-12-005 (Inst. 114002254, 1st Addendum #2016-062220, 2nd Addendum #2017-051907, TMC Expansion #2019-011700); TM Creek/TM Creek East-AZ-13-015/H-2015-0018 (Inst. #114045759, 1st Addendum #2016-073497, 2nd Addendum #2017-113747); Ten Mile Center -AZ-14-001 (Inst. #2014-065514); Calnon Properties -H-2015-0017 (Inst. 2016-030845); and Bainbridge Franklin -H-2018-0057 (Inst. #2019-077071)] upon the property owner(s) entering into this new agreement.
- 1.11 **WHEREAS**, City requires the Owners/Developer to enter into a development agreement for the purpose of ensuring that 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 are in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

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

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

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

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNERS:** means and refers to **SCS Brighton, LLC**, whose address is 2929 W. Navigator Drive #400, Meridian, ID 83642; **SCS Brighton II, LLC**, whose address is 2929 W. Navigator Drive #400, Meridian, ID 83642; **DWT Investments, LLC**, whose address is 2929 W. Navigator Drive #400, Meridian, ID 83642; **SCS Investments, LLC**, whose address is 2929 W. Navigator Drive #400, Meridian, ID 83642; **SCS TM Creek, LLC**, whose address is 2929 W. Navigator Drive #400, Meridian, ID 83642; and **Brighton Land Holdings, LLC**, whose address is 2929 W. Navigator Drive #400, Meridian, ID 83642 hereinafter called **OWNERS**, the parties that are developing said Property and shall include any subsequent owners(s) of the Property.

- 3.3 **DEVELOPER:** means and refers to **Ten Mile Crossing, Inc.**, whose address is 2929 W. Navigator Drive #400, Meridian, ID 83642, hereinafter called DEVELOPER, the party that is developing said Property and shall include any subsequent developer(s) of the Property.
- 3.4 **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 be rezoned and 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. Owners/Developer shall develop the Property in accordance with the following special conditions:
- (1) Future development shall be consistent with the guidelines for development in the Ten Mile Crossing Design Guidelines pertaining to land use, transportation and design; UDC standards; and design standards in the Architectural Standards Manual, except for the deviations specified in this agreement.
 - (2) Public art shall be incorporated at the entries of the site to create a sense of arrival and as appropriate throughout the overall development. Public art should contribute to the character and identity of the City and should be incorporated in the design of streetscapes, plazas, public spaces associated with buildings, etc. Art should be easily visible to the public (e.g. on the exterior of buildings rather than in lobbies, or visible from the street or publicly assessible open spaces rather than interior courtyards.
 - (3) Building height in the C-G zoning district for structures in the area governed by this agreement is allowed to extend up to a maximum of 100-feet without further application.
 - (4) Direct lot access via S. Ten Mile Rd. and W. Franklin Rd., arterial streets; and W. Cobalt Dr., S. Wayfinder Ave., S. Vanguard Way and S. Benchmark Ave., collector streets, is prohibited in accord with UDC 11-3A-3 unless otherwise approved by the City and ACHD. *City Council approved waivers to UDC JJ-3A-3 for direct access via S. Ten Mile Rd., W. Franklin Rd., S. Wayfinder Ave. and W. Cobalt Dr. as shown on the preliminary plat and concept plan for TM Creek Subdivision (AZ 13-0156; PP-13-030).*
 - (5) The design of future buildings in this development shall incorporate design elements that are generally consistent with those in the "typical" elevations

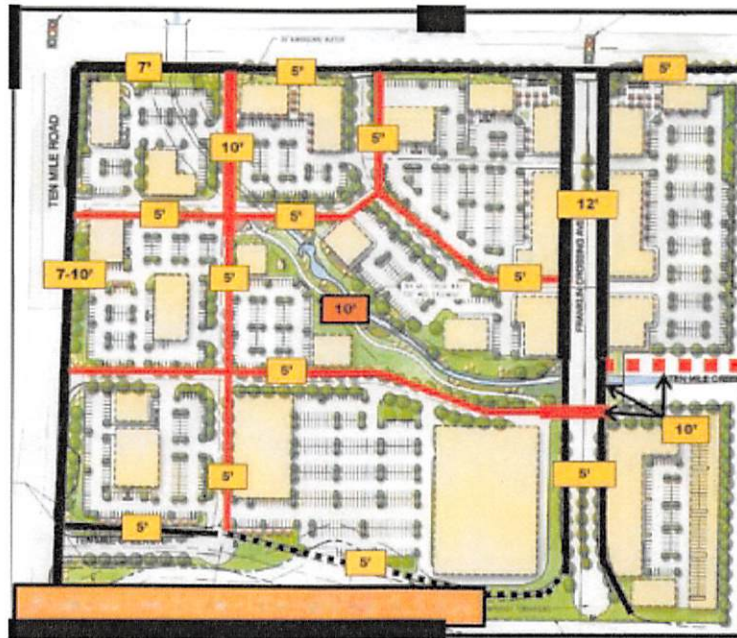
shown in Section VIII.G and the architectural design guidelines in the Ten Mile Crossing Design Guidelines.

- (6) The developer shall continue to work with Valley Regional Transit (VRT) to determine the nature and timing of public transit services needed in this area. With each final plat development phase, an update should be provided to the City.

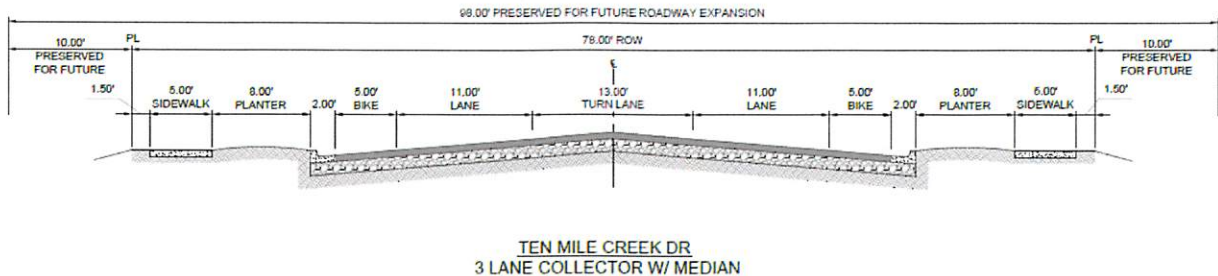
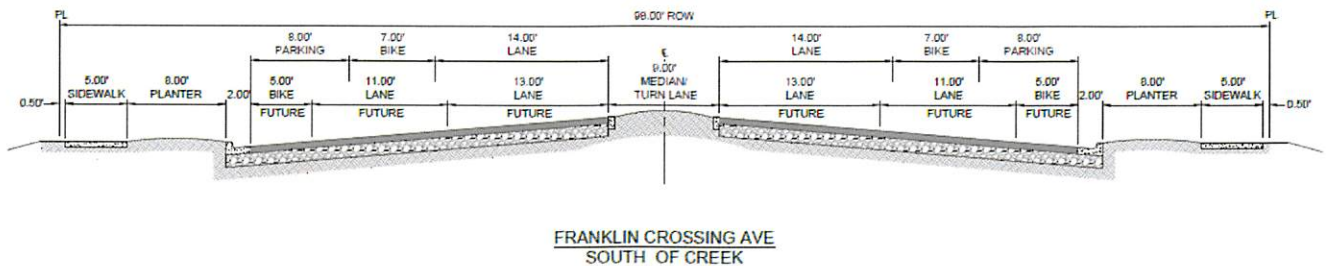
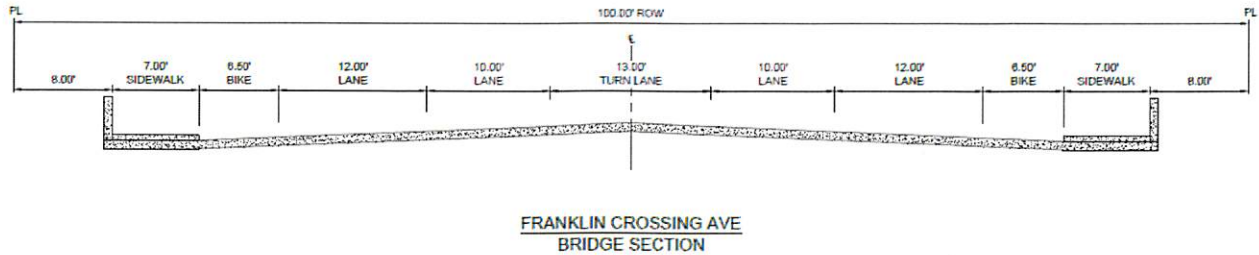
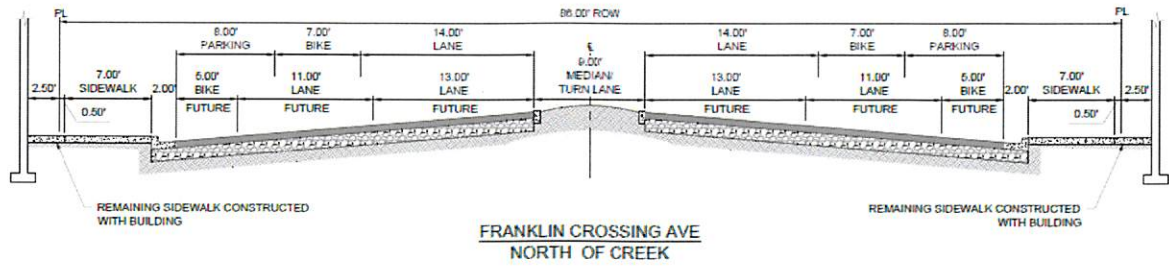
Shelters should be placed at transit stops for weather protection to patrons; the design of such should be coordinated between the City, VRT and ACHD ensuring architectural consistency with the general theme of the activity center. Transit locations should include pedestrian amenities such as landscaping, pedestrian and landscape lighting, benches and trash receptacles consistent with the design and location of the shelter.

- (7) Prior to the City Engineer's signature on the first final plat for TM Center, the developer shall submit a surety to the City of Meridian for the cost of a Welcome to Meridian sign to be placed off-site at the intersection of S. Ten Mile Rd. and S. Vanguard Way. The sign shall be constructed prior to issuance of the first Certificate of Occupancy in the first phase of TM Center subdivision.
- (8) A portion of this site along the Ten Mile Creek is located within the Meridian Floodplain Overlay District. Prior to any development occurring within the Overlay District, the Applicant is required to submit, and the City shall review and approve, a floodplain development application which includes the necessary analysis and documents under MCC Title 10, Chapter 6, including hydraulic and hydrologic analysis.
- (9) Street lights shall be installed within the tree lawn area along W. Franklin Rd.
- (10) The Applicant should follow the bubble plan concept presented at the hearing, included in Exhibit VIII.H, as they move forward with their conceptual development plans.
- (11) A significant central amenity shall be added to the concept plan for the project, whether it be an amphitheater, a plaza, or a park. The Developer should seek assistance from the urban renewal agency or work with Council on what that amenity might look like.
- (12) If at some point in the future the adjacent homes to the north and east of the site (i.e. Parcel #R7192800752) redevelop commercially and the 25-foot wide street easement depicted on the Primrose subdivision plat on the adjacent property to the north (Lot 7, Block 3) is dedicated, a public street connection may be required at that time.
- (13) A pedestrian connection shall be provided from the residential neighborhood (i.e. Primrose Subdivision) to the commercial development to the west on the TM Crossing Expansion site (H-2018-0122 Parcel #R7192800752) in accord with UDC 11-3B-9C.3. The location of the pedestrian connection may be within the street easement adjacent to the north property boundary.
- (14) Street lights shall be installed within the tree lawn area along S. Ten Mile Rd. and W. Cobalt Dr.
- (15) Pedestrian-scale lighting shall be installed along S. Wayfinder Ave., north of Ten Mile Creek.

- (16) All structures within the TN-C zone adjacent to S. Wayfinder Ave. north of the Ten Mile Creek shall be a minimum of two stories in height in accord with UDC 11-2D-5 and the design elements contained in the Ten Mile Crossing Design Guidelines.
- (17) Buildings along S. Wayfinder Ave. north of the creek should be built to the sidewalk with street trees in wells and street-level store fronts.
- (18) A crosswalk shall be provided across S. Wayfinder Ave. where the multi-use pathway along the Ten Mile Creek crosses the street.
- (19) Except where multi-family development may occur, for streets and block fronts where commercial uses and pedestrian activity are most desired north of the Ten Mile Creek, it is recommended that sidewalks be lined with shops, restaurants, offices and galleries and that buildings be designed with multiple sidewalk entries where feasible, generously-scaled display and transom windows, pedestrian-scales signs and banners, and awnings or canopies for sun shading.
- (20) Sidewalks shall be provided internally along one side of all major drive aisles for pedestrian connectivity within the development in accord with the Internal Pedestrian Plan shown below.



- (21) South Wayfinder Ave. shall initially be constructed in accord with the street sections shown below. Future reconfiguration of S. Wayfinder Ave. may occur if warranted by ACHD, in accord with the street section shown below.



- (22) The TM Creek East site (H-2015-0018) shall develop with multi-family residential uses and shall obtain conditional use permit approval prior to development. The overall average density target should be at least 16-25 dwelling units per gross acre. Design and orientation of buildings should be pedestrian oriented with special streetscape improvements to create rich and enjoyable public spaces. A strong physical relationship between the commercial and residential components to adjacent employment or transit centers is critical."
- (23) The subject property shall be subdivided prior to issuance of any Certificates of Occupancy for the site.
- (24) The property shall be developed in a manner that provides a transition in uses to adjacent residential properties.
- (25) A pedestrian connection shall be made to the adjacent school site to the east (i.e. Peregrine Elementary School).
- (26) The portions of the property zoned TN-C and TN-R shall be developed in a manner that incorporates traditional neighborhood design concepts.

- (27) Only residential uses shall be developed within the R-8 zone. In addition to other allowed uses, a minimum of 75 residential units shall be developed within the TN-R zone, and a minimum of 300 residential units shall be developed within the C-G and/or TN-C zones combined.
- (28) The Kennedy Lateral and all other waterways on the site shall be piped or otherwise covered in accord with UDC 1 1-3A-6, unless waived by City Council.
- (29) Based on the 2020 Sewer Master Plan Update, the subject property (i.e. Parcels S1214233668 & S1214233680) lies within two sewer boundaries. The Kennedy Lateral is the sewer shed boundary. Sanitary sewer services to this development is are being proposed via main extensions from the Black Cat Trunk and Ten Mile Diversion Trunk of mains located near the Purdam Drain within the southwest portion of the subject property and main extensions from Franklin Road. Owner/Developer shall install mains to and through the development, coordinate main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service. Minimum cover over sewer mains is three feet; if cover from top of pipe to sub-grade is less than three feet then alternative materials shall be used in conformance with City of Meridian Public Works Department standard specifications.
- (30) Water service to the subject property parcels #S1214233668 & S1214233680) will be via extension of mains in Ten Mile Road along the alignment of the future east-west collector. Owner/Developer shall be responsible to install water mains to and through the property at the time of development and to coordinate main sizes and routing with City of Meridian Public Works Department.
- (31) Future construction of streets within this site shall be consistent with the applicable street section as shown on the Street Sections contained in the Ten Mile Crossing Design Guidelines.
- (32) Development occurring on the subject property shall be subject to the development agreement and conceptual development plan dated March 18, 2021, included in Exhibit VIII.H, consistent with the MU-C and MU-R land use designations. A mix of uses from each major use category (i.e. commercial, residential, employment) shall be provided. No more than 30% of the ground level development within the MU-C designation shall be used for residences. No more than 40% of the land area within the MU-R area shall be utilized for non-residential uses.
- (33) Provide a minimum of 218 residential dwelling units on the site of varying types (i.e. multi-family, single-family, townhouse, duplex and/or vertically integrated). *Note: The number of units provided may be greater than 218 units without a limit on the maximum number of units.*
- (34) A 10-foot wide multi-use pathway shall be constructed on the site along the south side of the Ten Mile Creek and to the property to the south (i.e. Parcel #S1214233668). The pathway shall be constructed in accord with the Pathways Master Plan and UDC 1 1-3A-8. Landscaping on either side of the pathway is required in accord with the standards listed in 11-3B-12C.

- (35) The stub street that exists to this property at the east boundary of the site #S1214121133), W. Cobalt Street, from Whitestone Estate Subdivision shall be extended with development.
- (36) The Vaughn Lateral shall be piped on the site where it is currently open if approval can be obtained from Nampa & Meridian Irrigation District (NMID) as it is owned in-fee by NMID.
- (37) This property (i.e. Parcels #S1214212622, #S1214121134, #S1214120712 & #S1214121133) borders a domestic water pressure zone boundary, and therefore with development, the applicant shall be required to install a pressure reducing station vault and conduits for power and telemetry cabling in the vicinity of their southeasterly connection in W. Cobalt Street. The installation of the pressure reducing appurtenances shall be the responsibility of the Meridian Public Works Department. Applicant shall coordinate the vault and conduit design criteria with the Meridian Public Works Department as part of the development plan review process.
- (38) The City of Meridian currently owns and operates a sanitary sewer lift station near the west end of W. Cobalt Street. With the development of the subject property (i.e. Parcels #S1214212622, #S1214121134, #S1214120712 & #S1214121133), the applicant shall be required to extend a sanitary sewer main from W. Franklin Road through the property to the lift station location and facilitate the abandonment of the lift station.

6. **COMPLIANCE PERIOD** This Agreement must be fully executed within six (6) months after the date of the Findings for the annexation and zoning or it is null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

- 7.1 **Acts of Default.** Either party's failure to faithfully comply with all of the terms and conditions included in this Agreement shall constitute default under this Agreement.
- 7.2 **Notice and Cure Period.** In the event of Owners/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 Owners/Developer that is not cured after notice as described in Section 7.2, Owners/Developer shall be deemed to have consented to modification of this Agreement and de-annexation and reversal of the zoning designations described herein, solely against the offending portion of Property and upon City's compliance with all applicable laws,

ordinances and rules, including any applicable provisions of Idaho Code §§ 67-6509 and 67-6511. Owners/Developer reserve all rights to contest whether a default has occurred. This Agreement shall be enforceable in the Fourth Judicial District Court in Ada County by either City or Owners/Developer, or by any successor or successors in title or by the assigns of the parties hereto. Enforcement may be sought by an appropriate action at law or in equity to secure the specific performance of the covenants, agreements, conditions, and obligations contained herein.

7.4 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owners/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.

7.5 **Waiver.** A waiver by City of any default by Owners/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:** Owners/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 Owners/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the re-zoning 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 Owners/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 Owners/Developer to the City in accordance with Paragraph 11 above.

13. **ABIDE BY ALL CITY ORDINANCES:** That Owners/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

DEVELOPER:

Ten Mile Crossing, Inc.
2929 W. Navigator Drive #400
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 and/or 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 Owners/Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner/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. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

21. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owners/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 Owners/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.

21.1 No condition governing the uses and/or conditions governing re-zoning 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.

22. **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 re-zoning of the Property and execution of the Mayor and City Clerk.

[end of text; signatures, acknowledgements, and Exhibits A and B follow]

ACKNOWLEDGMENTS

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

OWNERS:

SCS Brighton, LLC

By: Robert L. Phillips
Its: President of Brighton Corp., Manager

SCS Brighton II, LLC

By: Robert L. Phillips
Its: President of Brighton Corp., Manager

DEVELOPER:

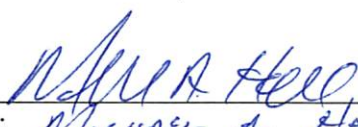
Ten Mile Crossing, Inc.

By: Robert L. Phillips
Its: Chief Operating Officer

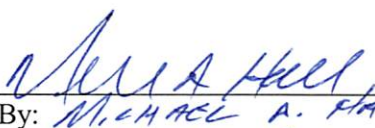
DWT Investments, LLC


By: Robert L. Phillips
Its President of Brighton Corp., Its Manager

SCS Investments, LLC


By: Michael A. Hall
Its President

SCS TM Creek, LLC


By: Michael A. Hall
Its President of SCS Management LLC, Manager

Brighton Land Holdings, LLC


By: Robert L. Phillips
Its President of Brighton Corp., Its Manager

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

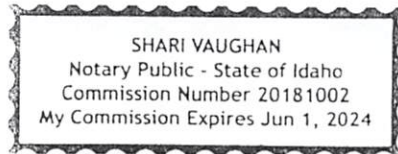
STATE OF IDAHO)

: ss:

County of ADA)

On this 28 day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Phillips known or identified to me to be the Pres. of Brighton Corp., manager of SCS **Brighton, LLC**, and the person who signed above and acknowledged to me that he executed the same on behalf of said entity.

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



Shari Vaughan
Notary Public for Idaho
Residing at: Eagle, Idaho
My Commission Expires: 6-1-2024

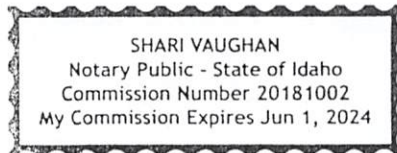
STATE OF IDAHO)

: ss:

County of ADA)

On this 28 day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Phillips known or identified to me to be the Pres. of Brighton Corp., manager of SCS **Brighton, II, LLC**, and the person who signed above and acknowledged to me that he executed the same on behalf of said entity.

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



Shari Vaughan
Notary Public for Idaho
Residing at: Eagle, ID
My Commission Expires: 6-1-2024

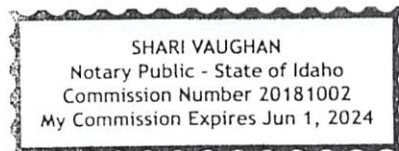
STATE OF IDAHO)

: ss:

County of ADA)

On this 28 day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Phillips known or identified to me to be the Pres. of Brighton Corp., manager of **DWT Investments, LLC**, and the person who signed above and acknowledged to me that he executed the same on behalf of said entity.

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

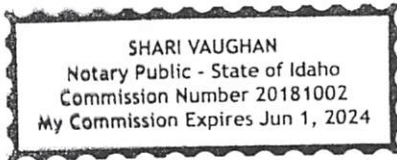


Shari Vaughan
Notary Public for Idaho
Residing at: Eagle, Idaho
My Commission Expires: 6-1-2024

STATE OF IDAHO)
 : ss:
County of ADA)

On this 26 day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael A. Hall known or identified to me to be the President of **SCS Investments, LLC**, and the person who signed above and acknowledged to me that he executed the same on behalf of said entity.

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

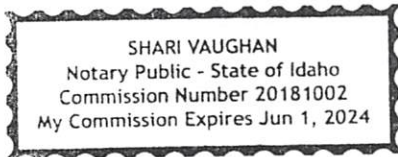


Shari Vaughan
Notary Public for Idaho
Residing at: Eagle, ID
My Commission Expires: 6-1-2024

STATE OF IDAHO)
 : ss:
County of ADA)

On this 26 day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael A. Hall known or identified to me to be the President of SCS Management, LLC, Manager/ of **SCS TM Creek, LLC**, and the person who signed above and acknowledged to me that he executed the same on behalf of said entity.

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

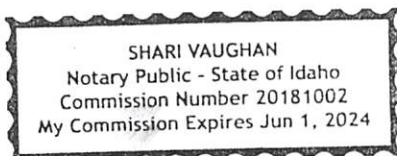


Shari Vaughan
Notary Public for Idaho
Residing at: Eagle, ID
My Commission Expires: 6-1-2024

STATE OF IDAHO)
 : ss:
County of ADA)

On this 28 day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Phillips known or identified to me to be the Pres. of Brighton Corp. manager/ of **Brighton Land Holdings, LLC** and the person who signed above and acknowledged to me that he executed the same on behalf of said entity.

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



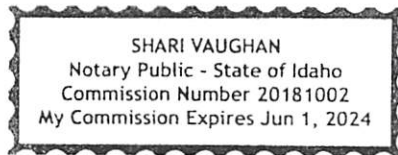
Shari Vaughan
Notary Public for Idaho
Residing at: Eagle, ID
My Commission Expires: 6-1-2024

STATE OF IDAHO)

County of ADA) : ss:

On this 28 day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Phillips known or identified to me to be the Chief Operating Officer of **Ten Mile Crossing, Inc.**, and the person who signed above and acknowledged to me that he executed the same on behalf of said entity.

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



Shari Vaughan
Notary Public for Idaho
Residing at: Eagle, Idaho
My Commission Expires: 6-1-2024

STATE OF IDAHO)
 : ss
County of Ada)

On this _____ day of _____, 2021, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

Notary Public for Idaho
Residing at: _____
Commission expires: _____