

ADDENDUM TO DEVELOPMENT AGREEMENT

- PARTIES:**
1. **City of Meridian**
 2. **DWT Investments LLC, Owner/Developer**
 3. **SCSH Properties LLC, Owner/Developer**
 4. **Costco Wholesale Corporation, Owner**

THIS ADDENDUM TO DEVELOPMENT AGREEMENT is dated this _____ day of _____, 2026, ("ADDENDUM"), 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 **DWT Investments LLC** whose address is 2929 W. Navigator Dr. Ste. 400, Meridian, ID 83642; and **SCSH Properties LLC**, whose address is 2929 W. Navigator Dr. Ste. 400, Meridian, ID 83642; and **Costco Wholesale Corporation**, whose address is 999 Lake Dr., Issaquah, WA 98027, hereinafter collectively called "OWNER/DEVELOPER".

RECITALS

A. OWNER/DEVELOPER submitted an application for a Modification to the existing Development Agreement recorded in Ada County, Idaho on February 19, 2025 as Instrument #2025-010344 for the purpose of modifying the phase 1 road frontage landscape improvements. The Meridian City Council approved said application with Findings of Fact and Conclusions of Law as in the attached Exhibit "A."

B. CITY and OWNER/DEVELOPER now desire to amend said Development Agreement, which terms have been approved by the Meridian City Council in accordance with Idaho Code Section 67-6511.

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

1. OWNER/DEVELOPER shall be bound by the terms of the Development Agreement recorded in Ada County, Idaho on February 19, 2025 as Instrument #2025-010344, except as amended as follows:

Modify provision 5.1.i(2) to read as follows:

- i. Install landscape buffers as shown in Exhibit ~~F: Landscape Buffer~~ Exhibit of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit "B." C: Updated Landscape Buffer Plan (date: 3/31/2026) of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit A, or provide a performance surety for the remaining improvements prior to the issuance of the first Certificate of Occupancy within the development.

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

3. This Addendum shall be binding upon and 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 Addendum shall be binding on the Owner/Developer of the Property, each subsequent owner and any other person(s) acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereon and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner/Developer, to execute appropriate and recordable evidence of termination of this Addendum if City, in its sole and reasonable discretion, had determined that Owner/Developer have fully performed its obligations under this Addendum.

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

5. This Addendum sets forth all promises, inducements, agreements, conditions, and understandings between Owner/Developer and City relative to the subject matter herein, 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 Addendum shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

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

6. This Addendum shall be effective upon execution of the Mayor and City Clerk.

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

[End of text. Acknowledgements, signatures, and Exhibit A follow.]

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:

DWT Investments LLC, an Idaho limited liability company

By: Brighton Corporation, an Idaho corporation, Manager

By: **Robert L. Phillips, President**

STATE OF IDAHO)
) ss.
County of Ada)

On this 9 day of July, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert L. Phillips**, known or identified to me to be the **President of Brighton Corporation, the Manager of DWT Investments LLC, an Idaho limited liability company** and the person who signed above and acknowledged to me that they executed the same on behalf of said corporation.

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

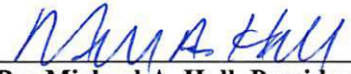


Notary Public
My commission expires: 02/12/2032

OWNER/DEVELOPER:

SCSH Properties LLC, and Idaho limited liability company

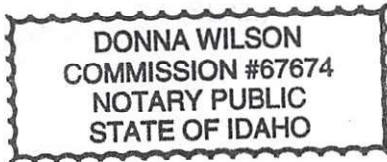
By: SCS Management LLC, an Idaho limited liability company, Manager


By: **Michael A. Hall, President**

STATE OF IDAHO)
) ss.
County of Ada)

On this 9 day of July, 2026, 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, the Manager of SCSH Properties LLC, an Idaho limited liability company** and the person who signed above and acknowledged to me that they executed the same on behalf of said corporation.

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




Notary Public
My commission expires: 5-6-2028

OWNER:

Costco Wholesale Corporation

[Signature]

By (print name): DAVE MESSNER
Its (title/authority): GVP - BEN ESTATE

STATE OF WASHINGTON)
) ss.

County of KING)

On this 14 day of July, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVE MESSNER, known or identified to me to be the GVP - BEN ESTATE of **Costco Wholesale Corporation** and the person who signed above and acknowledged to me that they executed the same on behalf of said corporation.

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



[Signature]

Notary Public

My commission expires: 8/30/30

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss
County of Ada)

On this _____ day of _____, 2026, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and City Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

Notary Public for Idaho
My commission expires: _____

EXHIBIT A

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



In the Matter of the Request for an amendment to the existing development agreement (Inst. #2025-010344) for the purpose of modifying the phase 1 road frontage landscape improvements, by Brighton Corporation.

Case No(s). H-2026-0014

For the City Council Hearing Date of: June 23rd, 2026 (Findings on July 7th, 2026)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of June 23rd, 2026, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of June 23rd, 2026, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of June 23rd, 2026, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of June 23rd, 2026, 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 23rd, 2026, 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 development agreement modification is hereby approved per the conditions of approval in the Staff Report for the hearing date of June 23rd, 2026, 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

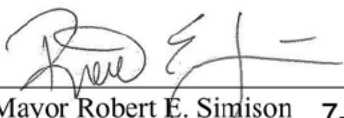
Pursuant to Idaho Code §§ 67-6521(1)(d) and 67-8003, an owner of private property that is the subject of a final decision may submit a written request with the Meridian City Clerk for a regulatory takings analysis.

G. Attached: Staff Report for the hearing date of June 23rd, 2026.



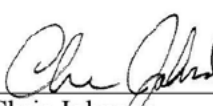
By action of the City Council at its regular meeting held on the 7th day of July, 2026.

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



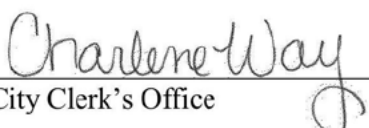
Mayor Robert E. Simison 7-7-2026

Attest:



Chris Johnson
City Clerk 7-7-2026

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

By:  _____ Dated: 7-7-2026
City Clerk's Office

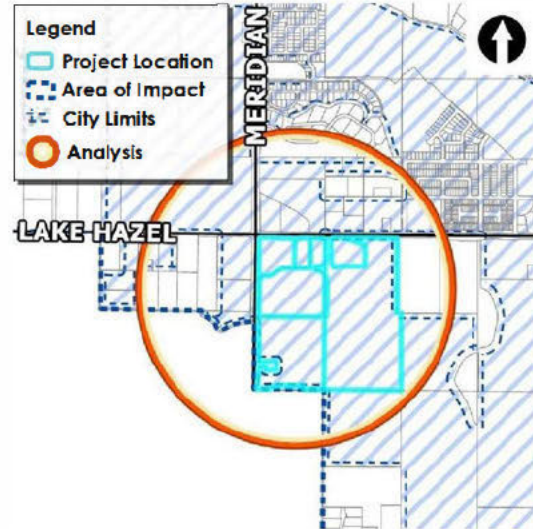


COMMUNITY DEVELOPMENT
DEPARTMENT REPORT



HEARING DATE: 6/23/2026
TO: Mayor & City Council
FROM: Nick Napoli, Associate Planner
208-884-5533
nnapoli@meridiancity.org
APPLICANT: Amanda McNutt
SUBJECT: H-2026-0014
Apex Zenith

LOCATION: Located at the southeast corner of Meridian Road and Lake Hazel Road in a portion of Lot 4 of Section 6, T.2N., R.1E.



I. PROJECT OVERVIEW

A. Summary

Amend the existing development agreement (Inst. #2025-010344) for the purpose of modifying the phase 1 road frontage landscape improvements.

B. Recommendation

Planning Division: Approval with amended development agreement

C. Decision

City Council: Approval

D. Table of Contents

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II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Vacant	-
Proposed Land Use(s)	Vacant	-
Existing Zoning	C-G (General Retail and Service Commercial District)	VI.A.1
Proposed Zoning	C-G (General Retail and Service Commercial District)	
Adopted FLUM Designation	Mixed Use Regional	VI.A.2

Table 2: Process Facts

Description	Details
Preapplication Meeting date	3/24/2026
Neighborhood Meeting	3/18/2026
Site Posting Date	06/11/2026

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



III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. History

Apex Zenith was annexed and rezoned in 2024, followed by a preliminary plat on the north portion in 2025 and a final plat in 2026. Phase two (2) of the development has not been submitted yet; however, the applicant has indicated that they intend to submit a preliminary plat for the rest of the development.

As part of the annexation and rezone process, the applicant entered into a Development Agreement that included requirements for landscaping to be installed along all roadway improvements except for a portion along Meridian Road that City Council granted deferment on. The applicant is now requesting the landscaping along the southern portion of the site be deferred to the future preliminary plat for phase two (2) of the development.

B. General Overview

The applicant is requesting to modify development agreement provision i.2 and the associated exhibit to allow for the landscaping improvements along the southern ¼ mile of Optima Avenue, Meridian Road, and a portion Aristocrat Drive to be deferred to their future submittal of a preliminary plat for phase two (2) of the Apex Zenith Development. The applicant's narrative states the main reason behind this request is to avoid installing and potentially damaging or removing the landscaping with future construction of phase two (2). In addition, these landscaping improvements are tied to the first certificate of occupancy (Costco) within the Apex Zenith development.

The reason these landscape buffers were required with phase one (1) of the development was due to the applicant constructing roads outside of the subdivision process which did not provide a mechanism for staff to allow for the phasing of these improvements. The applicant requested the southern ¼ mile along Meridian Road be deferred due to the outparcel being present. Ultimately, City Council approved the applicants request to defer the southern ¼ mile along Meridian Road.

The applicant has indicated that they will be submitting for phase two (2) of the Apex Zenith development in the near future which will require a new preliminary plat to be submitted. However, staff has not received an application including the new plat at this time.

Staff does not support the applicants' request as presented in their narrative. However, staff does support the request provided that a performance surety is posted for the deferred landscaping improvements. This requirement ensures the City has a mechanism to require completion of the improvements in the future, regardless of the timing of subsequent preliminary or final plat(s).

Staff notes that the improvements being deferred are landscaping only and pedestrian connections will still be installed with the associated roadways.

C. Development Agreement Modifications

Existing: Install landscape buffers as shown in Exhibit F: Landscape Buffer Exhibit of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit "B."

Proposed: Install landscape buffers as shown in exhibit D: Updated Landscape Buffer Plan and post a performance surety for the remaining improvements that will be released upon completion of the remaining landscape buffers.

IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

- 1.1 The amended Development Agreement shall be signed by the property owner(s) and returned to the Planning Division within six (6) months of the City Council approval of the Findings. The addendum shall incorporate the following:
 - a. Modify Provision i.2: Install the landscape buffers as depicted in Exhibit C, titled "Updated Landscape Buffer Plan," or provide a performance surety for the remaining improvements prior to the issuance of the first Certificate of Occupancy within the development.

V. ACTION

A. Staff:

Staff recommends approval of the requested Development Agreement Modification per the conditions of approval included in Section IV.

B. City Council:

The Meridian City Council heard these items on June 23rd, 2026. At the public hearing, the Council moved to approve the subject development agreement modification request.

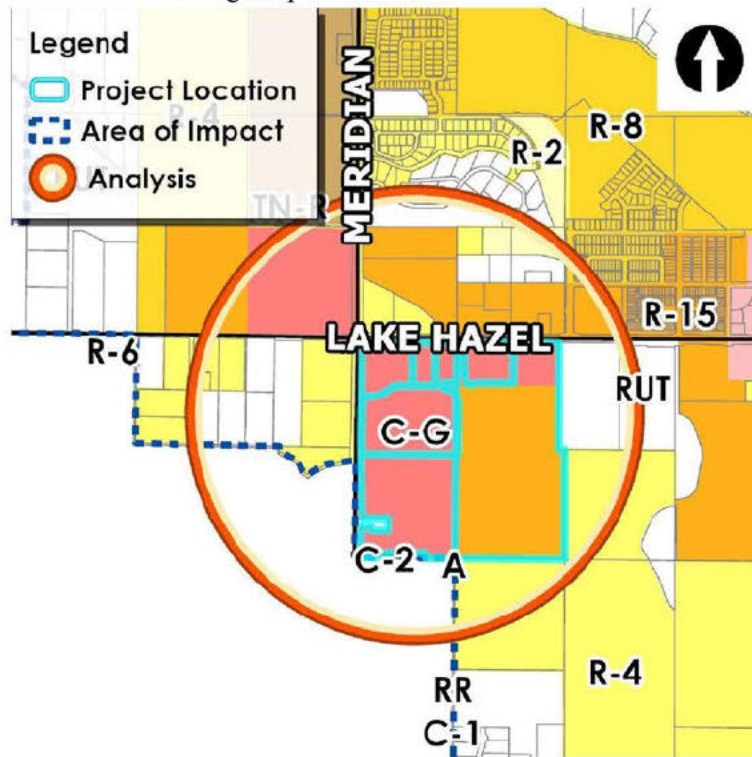
1. Summary of the City Council public hearing:
 - a. In favor: Amanda McNutt
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Nick Napoli
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. None
3. Key issue(s) of discussion by City Council:
 - a. City Council discussed briefly the amount that the bond would be for. Staff informed the City Council that the dollar amount for the bond will be determined as the applicant gets closer to completion and the first certificate of occupancy within the larger development.
4. City Council change(s) to staff's recommendation:
 - a. None

VI. EXHIBITS

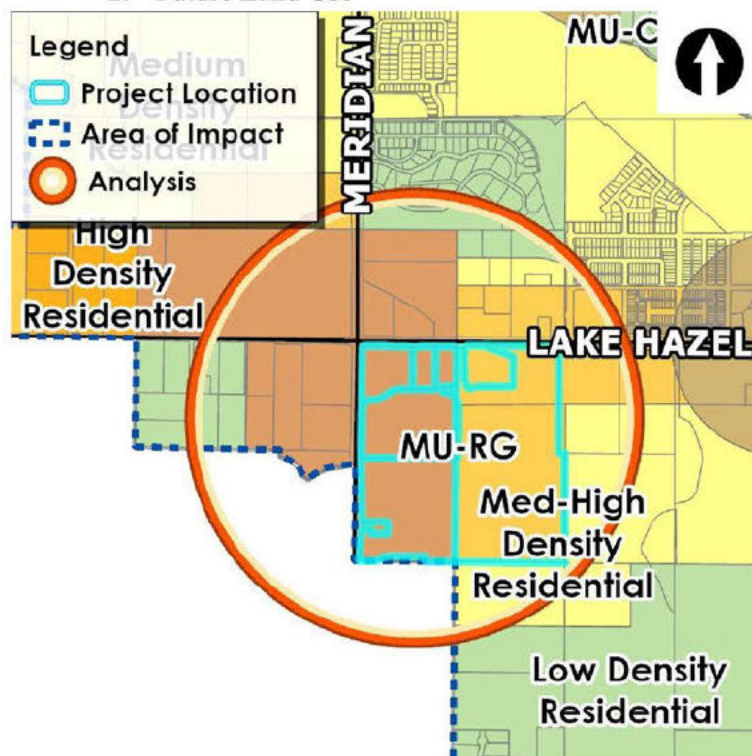
A. Project Area Maps



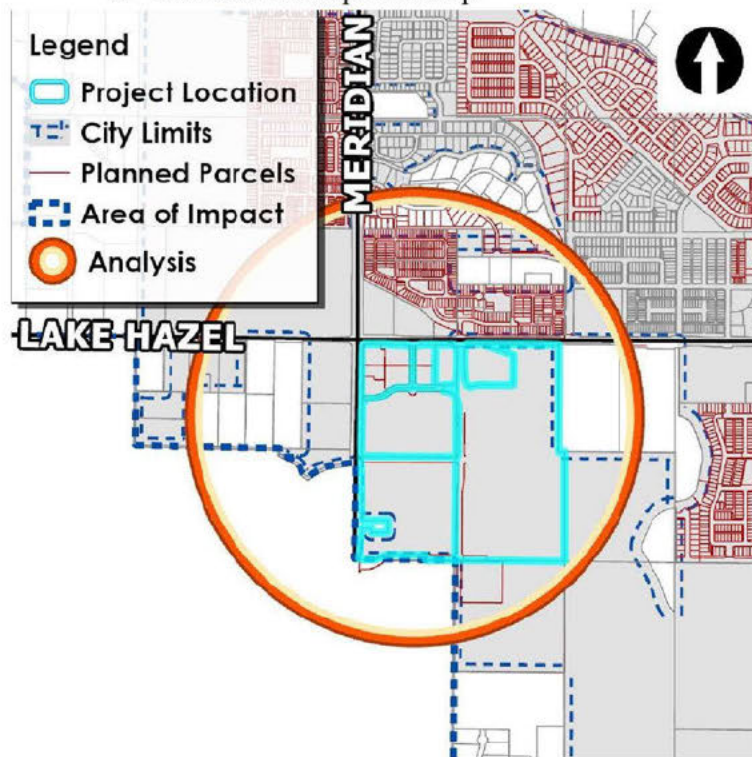
1. Zoning Map



2. Future Land Use



3. Planned Development Map



B. Original Landscape Phasing Plan (date: 2/19/2025)



C. Updated Landscape Buffer Plan (date: 3/31/2026)

