

## DEVELOPMENT AGREEMENT

**PARTIES:** 1. **City of Meridian**  
2. **Mauricio and Ilene Garcia, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 **Mauricio and Ilene Garcia**, whose address is 4863 N. Larkwood Place, Meridian, ID 83646, hereinafter called “**OWNER/DEVELOPER**.”

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner/Developer is the sole owner, in law and/or equity, of a certain tract of land in the County of Ada, State of Idaho, commonly known as 2365 E. Fairview Avenue, Meridian, Idaho 83642, and described in **Exhibit “A,”** which is attached hereto and by this reference incorporated herein as if set forth in full, hereinafter referred to as the “**Property**,” and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, establish provisions governing the creation, form, recording, modification, enforcement and termination of development agreements required or permitted as a condition of zoning that the Owner/Developer make a written commitment concerning the use or development of the Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“**UDC**”), which authorizes development agreements and the modification of development agreements; and
- 1.4 **WHEREAS**, Owner/Developer has submitted an application for development agreement modification to remove the property listed in **Exhibit “A”** from an existing Development Agreement recorded on March 12, 2004 in Ada County as Instrument #104027941, and for the inclusion of the Property into this new

Agreement, which generally describes how the Property will be developed and what improvements will be made; and

- 1.5 **WHEREAS**, Owner/Developer made representations at the duly noticed public hearings before the Meridian City Council as to how the property will be developed and what improvements will be made; and
- 1.6 **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 7<sup>th</sup> day of February, 2023, 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**, Owner/Developer deems it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.9 **WHEREAS**, the property listed in **Exhibit “A”** shall no longer be subject to the terms of the existing Development Agreement (Inst. #104027941) and shall be bound by the terms contained herein in this new agreement; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement modification for the purpose of ensuring the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designations are in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

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

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

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

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **Mauricio and Ilene Garcia**, whose address is 4863 N. Larkwood Place, Meridian, Idaho 83646, the party that owns said Property and shall include any subsequent owner(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel of Property located in the County of Ada, City of Meridian as described in **Exhibit "A"** describing a parcel to be removed from existing Development Agreement recorded on March 12, 2004 in Ada County as Instrument #104027941, with such parcel being bound by this new Agreement, which **Exhibit "A"** is attached hereto and by this reference incorporated herein as if set forth at length.

4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

- 4.1 The uses allowed pursuant to this Agreement are only those uses allowed as permitted, conditional and/or accessory uses under the UDC.
- 4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

5. **CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:**

- 5.1 Owner/Developer shall develop the Property in accordance with the following special conditions:
  - a. The existing residential use may continue as a legal nonconforming use until such time as sanitary sewer service is available to the property, and at that time the residential use of the building shall cease.
  - b. The C-G area shall remain undevelopable until sanitary sewer service is available to the property.
  - c. Any existing domestic wells and/or septic systems within this project will have to be removed from their domestic service, per Meridian City Code 9-1-4B, when services are available from the City of Meridian. Wells may be used for non-domestic purposes such as landscape irrigation.

- d. Any other conditions as desired by the Council.
- e. A cross-access/ingress-egress easement shall be granted and the shared driveway constructed to Parcel #R7104250566 (Pine 43 Subdivision) to the west. A copy of the recorded easement shall be submitted with the first certificate of zoning compliance application.
- f. Parking for the development shall be based on the parking ratio of one (1) parking space for every two hundred fifty (250) square feet of gross floor area regardless of use.

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

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

- 7.1 **Acts of Default.** In the event Owner/Developer, or Owner's Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which actions must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code § 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to the City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.

- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.
- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- 7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion therefor in accordance with the terms and conditions of this Agreement and all other ordinance of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer.

10. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer agrees to provide, if required by the City.

11. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued if the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.

12. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agrees to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.

13. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

**CITY:**  
City Clerk  
City of Meridian  
33 E. Broadway Ave.  
Meridian, Idaho 83642

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

**OWNER/DEVELOPER:**  
Mauricio and Ilene Garcia  
4863 N. Larkwood Place  
Meridian, Idaho 83646

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.

14. **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.

15. **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.

16. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner/Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, has determined that Owner/Developer has fully performed its obligations under this Agreement.

17. **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.

18. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonable in giving any consent, approval, or taking any other action under this Agreement.

19. **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.

20. **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.

20.1 No condition governing the uses and/or conditions governing the Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

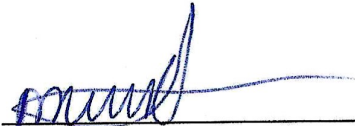
21. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective as of the date herein above written.


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

**ACKNOWLEDGMENTS**

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

**OWNER/DEVELOPER:**



  
\_\_\_\_\_  
**Mauricio Garcia**

  
\_\_\_\_\_  
**Ilene Garcia**

STATE OF IDAHO        )  
                              : ss:  
County of Ada         )

On this 2nd day of June, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **Mauricio Garcia**, known or identified to me to be the person who signed above and acknowledged to me that they executed the same.

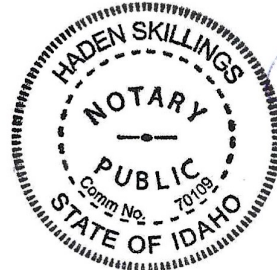
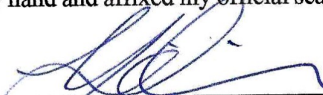
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)    
Notary Public  
My Commission Expires: 6/7/23

STATE OF IDAHO        )  
                              : ss:  
County of Ada         )

On this 2nd day of June, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ilene Garcia**, 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.

(SEAL)    
Notary Public  
My Commission Expires: 6/7/23



**CITY OF MERIDIAN**

ATTEST:

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

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

STATE OF IDAHO        )  
                                      : ss  
County of Ada         )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

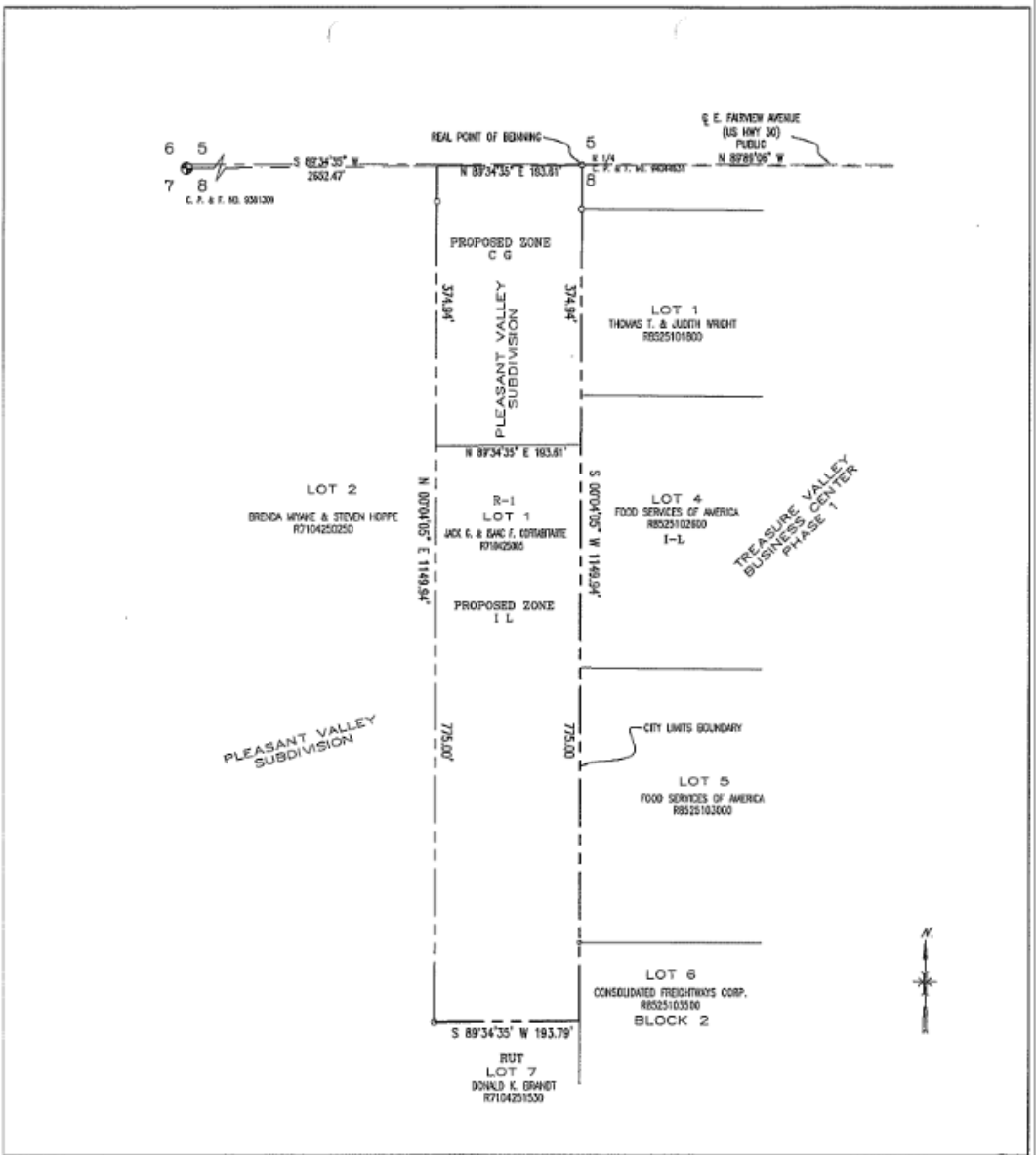
\_\_\_\_\_  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_


**EXHIBIT "A"**

**Legal Description Of Property**

**Jack G. Cortabitarte and Isaac F. Cortabitarte**

Lot 1 of Pleasant Valley Subdivision, according to the plat thereof, filed in Book 12 of Plats, page 665 in the office of the county recorder of Ada County, State of Idaho.



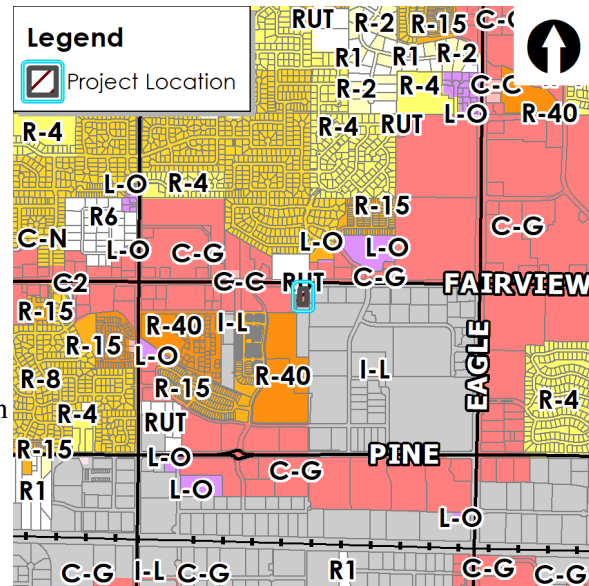
<b>ANNEXATION EXHIBIT FOR JACK CORTABITARTE</b>		<b>BRIGGS ENGINEERING, INC.</b>  (208) 344-9700 1800 W. OVERLAND ROAD • BOISE, IDAHO 83705	
A PORTION OF LOT 1, PLEASANT VALLEY SUBDIVISION LOCATED IN THE NW 1/4 OF SECTION 8, T.3N., R.1E., B.M. MERIDIAN, ADA COUNTY, IDAHO			
DWG DATE: 09/22/03 CSM	DWG NO. 20911	SCALE: NTS	<b>EXHIBIT</b>
			\20911-ANNEX.DWG

# EXHIBIT B

## STAFF REPORT COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 02/07/2023  
TO: Mayor & City Council  
FROM: Stacy Hersh, Associate Planner  
208-884-5533  
SUBJECT: H-2022-0071  
Jennie' Retail MDA  
LOCATION: The site is located at 2365 E. Fairview Avenue, near the half-mile mark between N. Eagle Road and N. Locust Grove Road, in the NE 1/4 of the NW 1/4 of Section 8, Township 3N, Range 1E (R7104250004).



### I. PROJECT DESCRIPTION

Development Agreement Modification (MDA) to amend the existing agreement (DA Inst. #104027941) to remove the subject property from this agreement for the purpose of allowing the property to develop consistent with the allowed uses in the existing C-G zoning district. Currently, the recorded DA requires conditional use permit approval for all future uses prior to development on the property.

NOTE: City Council approved the subject MDA on January 3<sup>rd</sup>. After the hearing, it was discovered that this property did not include the entire boundary of the property that was part of the original DA. Staff met with the applicant to discuss all of the options. Both staff and the applicant agreed that the best course of action was to update the staff report and renote/reschedule the project. Staff has prepared Findings in the affirmative for Council's approval since the project did not have any public testimony or Council discussion during the previous hearing.

## II. SUMMARY OF REPORT

### A. Applicant:

Richard Wilmot – 3130 W. State Street, Boise, ID 83703

### B. Owner: Mauricio and Ilene Garcia – 4863 N. Larkwood Place, Meridian, ID 83646

### C. Representative:

Same as Applicant

## III. STAFF ANALYSIS

The Applicant proposes to amend the Cortabitarte Development Agreement (Inst. #104027941) to remove the subject property from the existing development agreement. When this property was originally annexed it included the I-L property directly south of the subject property. Since the applicant wasn't able to obtain the property owner's consent to amend the terms of the original DA, a new DA is being requested so the property can develop consistent with the C-G zoning district without the need of obtaining CUP approval for every use. Below is the legal description and exhibit map of the C-G zoned property attached to the original annexation ordinance. This is the area that will be subject to the new DA.

A concept plan was submitted showing how the property could potentially develop. The new DA will not include this as an exhibit, it is meant for illustrative purposes only. Due to the size of the property, compliance with the City's design standards, and the inclusion of staff's other recommended DA provisions, staff believes the inclusion of a concept plan is not warranted. The proposed site plan depicts a mix of retail, restaurants, a drive-through, and associated site improvements. Because the site has the potential to develop with multiple drive-throughs and restaurants, staff has analyzed the parking on the plan using the restaurant standards requiring one (1) parking stall for every 250 square feet ([UDC 11-4-3-49](#)) of gross floor area to ensure adequate parking. Per this standard, 68 parking stalls would be required if the site develops per the submitted concept plan. Currently, the plan depicts 50 parking stalls. Therefore, staff recommends adding a provision to the Development Agreement to address potential parking issues by requiring a parking ratio of 1 parking stall for every 250 square feet of gross floor area regardless of the use.

Currently, the City is processing a CZC and DES application for a drive-through use on the west boundary in the Pine 43 development. If the abutting property does develop with a drive-through, the proposed drive-through would be within 300 feet of another drive-through which would require CUP approval.

Access to the property is proposed from E. Fairview Avenue; a shared access drive with the property to the east (R8525101800). Staff has reviewed the Pine 43 Development Agreement (#2018-000751) conditions of approval and cross-access was required to be provided to this property for future cross-access and interconnectivity between the two commercial areas. The plan as submitted doesn't contemplate the cross access with the adjacent property. Staff recommends the applicant grant cross access with the adjacent property to improve interconnectivity.

Staff recommends approval of the development agreement modification for the purpose of entering a new agreement with the provisions in Exhibit A below.

## IV. DECISION

### A. Staff:

Staff recommends approval of the modification to the DA (Inst. #104027941) as recommended by Staff's analysis above and with the specific changes below.

## **V. EXHIBITS**

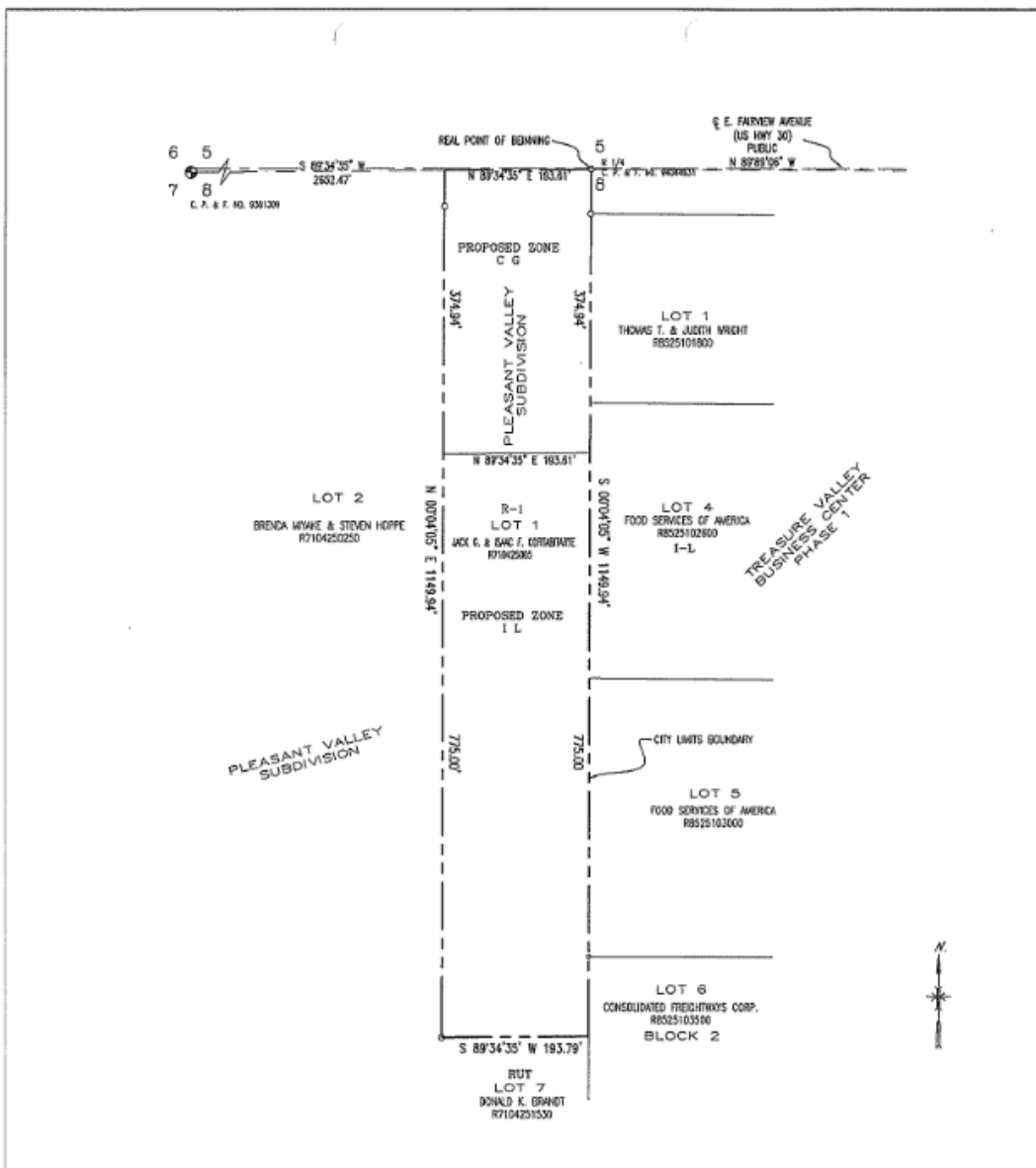
### A. Legal Description and Exhibit Map


**EXHIBIT "A"**

**Legal Description Of Property**

**Jack G. Cortabarte and Isaac F. Cortabarte**

Lot 1 of Pleasant Valley Subdivision, according to the plat thereof, filed in Book 12 of Plats, page 665 in the office of the county recorder of Ada County, State of Idaho.



<b>ANNEXATION EXHIBIT FOR JACK CORTABITARTE</b>		<b>BRIGGS ENGINEERING, INC.</b>  (208) 344-9700 1800 W. OVERLAND ROAD • BOISE, IDAHO 83705	
A PORTION OF LOT 1, PLEASANT VALLEY SUBDIVISION LOCATED IN THE NW 1/4 OF SECTION 8, T.3N., R.1E., B.M. MERIDIAN, ADA COUNTY, IDAHO			
DWG DATE: 09/22/03 CSM	DWG NO. 20911	SCALE: NTS	<b>EXHIBIT</b>
			\20911-ANNEX.DWG

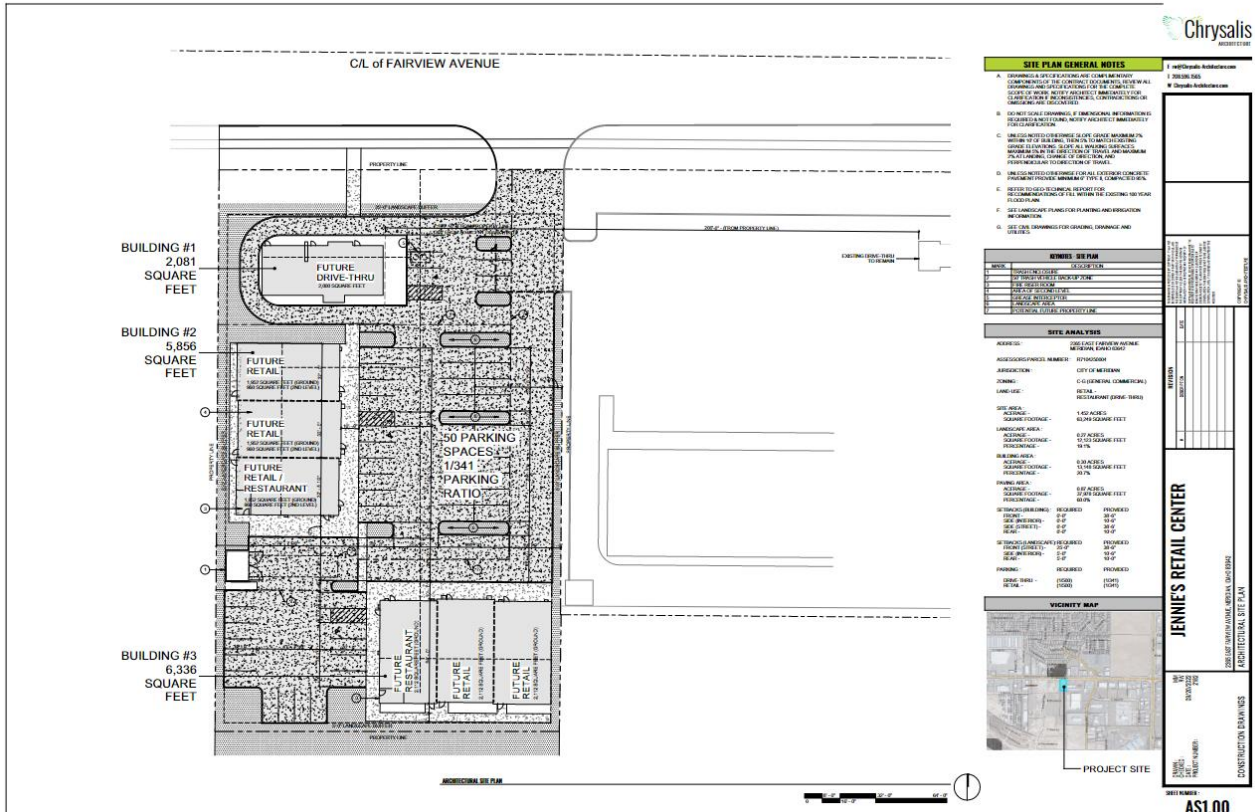


B. New Development Agreement Provisions Recommended by Staff:

Add a new DA provision - A cross-access/ingress-egress easement shall be granted and the shared driveway constructed to Parcel #R7104250566 (Pine 43 Subdivision) to the west. A copy of the recorded easement shall be submitted with the first certificate of zoning compliance application.

Add a new DA provision – Parking for the development shall be based on the parking ratio of one (1) parking space for every two hundred fifty (250) square feet of gross floor area regardless of use.

C. Conceptual Site Plan (reference only):



SITE PLAN GENERAL NOTES	
A. EXAMINE ALL LOTS & EXISTING AND CONCEALED UTILITIES. CONFORMANCE WITH THE CITY OF SEASBROOK, TEXAS, SHALL BE MAINTAINED AT ALL TIMES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SEASBROOK, TEXAS.	1. DESIGN DATE: 08/2024 BY: Chrysalis Architects
B. VERIFY ALL SCALE DRAWINGS, IF DIMENSIONS ARE INCONCLUSIVE, REQUIREMENTS SHALL BE MET. VERIFY ALL DIMENSIONS FOR CONFORMANCE WITH THE CITY OF SEASBROOK, TEXAS.	
C. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SEASBROOK, TEXAS. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SEASBROOK, TEXAS.	
D. UNDESIGNED CONSTRUCTION SHALL BE CONSIDERED AS UNDESIGNED CONSTRUCTION UNTIL THE PROJECT IS COMPLETE. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SEASBROOK, TEXAS.	
E. REFER TO THE CITY OF SEASBROOK, TEXAS, FOR ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SEASBROOK, TEXAS.	
F. SEE UNDESIGNED PLANS FOR PLANNING AND CONSTRUCTION REQUIREMENTS.	
G. SEE CITY CHARTERS FOR ZONING, ORDINANCE, AND UTILITIES.	
<b>WINDS: SITE PLAN</b>	
WIND: 10 MPH DIRECTION: 100 DEGREE SPEED: 10 MPH WIND: 10 MPH DIRECTION: 100 DEGREE SPEED: 10 MPH	
<b>SITE ANALYSIS</b>	
ADDRESS: 2001 N. FARMER AVENUE SEASBROOK, TEXAS	
ADJACENT/NEIGHBORING PARCELS: 200000000000000000	
ASSOCIATION: CITY OF SEASBROOK	
ZONING: C-1 (COMMERCIAL)	
LAND USE: RETAIL RESTAURANT (FORMER TRUCK STOP)	
SITE AREA: 1.40 ACRES	
ADJUSTED SQUARE FOOTAGE: 80,000 SQUARE FEET	
LANDSCAPE AREA: 6,000 SQUARE FEET	
ADJUSTED SQUARE FOOTAGE: 16%	
IMPERVIOUS AREA: 0.41 ACRES	
ADJUSTED SQUARE FOOTAGE: 29.7%	
PARKING AREA: 5,000 SQUARE FEET	
ADJUSTED SQUARE FOOTAGE: 6.25%	
STANDARD LOTS: 12	
STANDARD LOTS (MINIMUM): 12	
STANDARD LOTS (MAXIMUM): 12	
STANDARD LOTS (AVERAGE): 12	
STANDARD LOTS (MINIMUM): 12	
STANDARD LOTS (MAXIMUM): 12	
STANDARD LOTS (AVERAGE): 12	
PARKING: 50 SPACES	
TYPE: 50% (OFF-ROAD)	
RETAIL: 50% (OFF-ROAD)	
<b>VICINITY MAP</b>	
<p>PROJECT SITE</p>	

**JENIE'S RETAIL CENTER**  
CONSTRUCTION PERMITS  
ARCHITECTURAL SET PLAN  
DATE: 08/2024  
BY: Chrysalis Architects