

ADDENDUM TO DEVELOPMENT AGREEMENT

- PARTIES:**
1. City of Meridian
 2. Mark Bigelow, Owner/Developer

THIS ADDENDUM TO DEVELOPMENT AGREEMENT is dated this _____ day of _____, 2021, ("ADDENDUM"), by and between **City of Meridian**, a municipal corporation of the State of Idaho ("CITY"), whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 and **Mark Bigelow**, ("OWNER/DEVELOPER") whose address is 1716 N. Stagno Bello Place, Eagle, ID 83616.

RECITALS

A. OWNER/DEVELOPER has submitted an application for a Modification to the Development Agreement recorded October 29, 2014 as Instrument # 2014-088000 in Ada County Records to replace the existing concept plan with the submitted development plan. 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:

I. OWNER/DEVELOPER shall be bound by the terms of the Development Agreement recorded as Instrument # 2014-088000, except as specifically amended as follows:

- a. N. Linder Road access is prohibited in accord with UDC 11-3A-3. Access to W. Ustick Road shall be restricted to right-in/right-out.
- b. Future development of this site shall be generally consistent with the conceptual development plan and building elevations shown in Exhibit V.C of the Staff Report attached to the Findings of Fact and Conclusions of Law as in the attached Exhibit "A".
- c. The Owner/Developer shall submit an alternative compliance application concurrent with the first certificate of zoning compliance application to allow the applicant to construct a 20-foot wide street buffer along Linder and Ustick Roads in accord with UDC 11-3B-7C. Per the approved Council Waiver at the public hearing, a 15-foot wide landscape buffer shall be constructed along the north and east boundary. This buffer shall include a 5-foot pathway that connects to the Tetherow Crossing to the east, a 5-foot sidewalk in Edington Commons and the 5-foot attached sidewalk on Linder Road and Ustick Road

AND landscaped with trees that touch at maturity in accord with UDC 11-3B-9C.

- d. Owner/Developer shall extend the public road from Edington Commons (Parcel #S0436336054) into the subject site per ACHD policy.

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 insure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Addendum shall be binding on the 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, condition, and understandings between Owner/Developer and City relative to the subject matter herein, and there are no promises, agreements, conditions or under-standing, either oral or written, express or implied, between 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 as of the date herein above written.

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

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:


Mark Bigelow

CITY OF MERIDIAN

Attest:

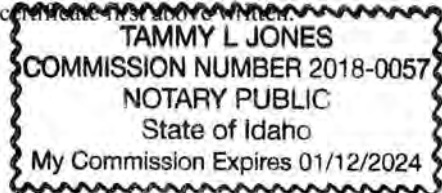
Mayor Robert E. Simison

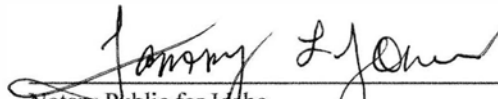
Chris Johnson, City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this 20th day of MAY, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Mark Bigelow** known or identified to me to be the person who executed the instrument above.

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




Notary Public for Idaho
Residing at: Engle, ID - Wells Fargo
My commission expires: 01/12/2024

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: _____