

ADDENDUM TO DEVELOPMENT AGREEMENT

- PARTIES:**
1. City of Meridian
 2. Mary Taysom, Owner
 3. Melanie Pearson, Developer

THIS ADDENDUM TO DEVELOPMENT AGREEMENT is dated this 3rd day of Feb, 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 **Mary Taysom** ("OWNER") whose address is 175 W. Paint Horse Lane, Meridian, ID 83642 and **Melanie Pearson** ("DEVELOPER") whose address is 1717 N. 7th Street, Boise, ID 83702.

RECITALS

A. CITY and OWNER and/or DEVELOPER entered into that certain Development Agreement that was recorded on January 28, 2016 in the real property records of Ada County as Instrument No. 2016-007442 ("DEVELOPMENT AGREEMENT").

B. CITY and OWNER and/or DEVELOPER now desire to amend the Development Agreement, which terms have been approved by the Meridian City Council in accordance with Idaho Code Section 67-651.

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, except as specifically amended as follows:

5. CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:

5.1 Owner/Developers shall develop the Property in accordance with the following special conditions:

- a. This development is not currently serviceable by Meridian Sanitary Sewer or Water Systems. The parcel owners shall be required to cease using their wells and septic systems and connect at their expense, to the Meridian Sanitary Sewer or Water Systems when they become available per MCC 9-1-4 and 9-4-8.

- b. Prior to City Engineer's signature on the final plat, the Applicant shall enter into a Connection Agreement with the City of Meridian in accord with the connection waiver letter attached in Exhibit VII.D of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit "A".
- c. The applicant shall place W. Paint Horse Lane (a private road) in a separate 50-foot wide non-buildable lot for the construction of a public collector street in accordance with the Master Street Map. Timing for the extension of the roadway is predicated on the redevelopment of the parcel beyond two residential lots or with the redevelopment of the MU-R designated parcels to the north. At the time said roadway is constructed, the Applicant shall relinquish their rights to the use of said easement in favor of taking access from a future public street.

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 and/or 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 and/or 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 and/or 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 and/or 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 this Addendum, 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:

Mary Tayson
Mary Tayson

DEVELOPER:

Melanie Pearson
Melanie Pearson

CITY OF MERIDIAN

Attest:

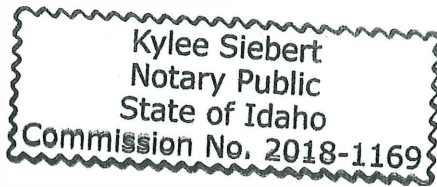
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this 3 day of Feb, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Mary Taysom** known or identified to me to be the person who executed the above agreement.

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

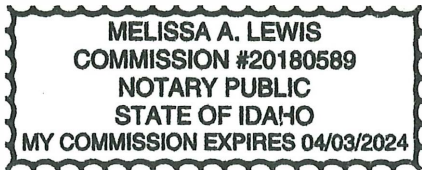


Kylee Siebert
Notary Public for Idaho
Residing at: Kuna, ID 83634
My commission expires: June 25, 2024

STATE OF IDAHO)
) ss.
County of Ada)

On this 3 day of February, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Melanie Pearson** known or identified to me to be the person who executed the above agreement.

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



Melissa A. Lewis
Notary Public for Idaho
Residing at: Boise, ID
My commission expires: 4/03/2024

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: _____