

DEVELOPMENT AGREEMENT

PARTIES: 1. City of Meridian
 2. MGM Meridian LLC, Owner/Developer

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this 4 day of November, 2025, 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 **MGM Meridian LLC**, whose address is 3130 Alpine Road Suite 288 - #708, Portola Valley, California 94028, 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, identified as Ada County Parcel #S1105110111 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 (CentrepoinTE Mixed-Use MDA H-2022-0035) recorded in Ada County on September 14, 2022 as Instrument #2022-079000, 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 17th of June, 2025, 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 (CentrepoinTE Mixed-Use MDA H-2022-0035) recorded in Ada County on September 14, 2022 as Instrument #2022-079000 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 **MGM Meridian LLC**, whose address is 3130 Alpine Road Suite 288 - #708, Portola Valley, California 94028, 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 an existing Development Agreement (CentrepoinTE Mixed-Use MDA H-2022-0035) recorded in Ada County on September 14, 2022 as Instrument #2022-079000, 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. Future development of the Property shall be substantially consistent with the submitted concept plan and color renderings included in Section VI of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B” and the provisions contained herein.
 - b. Future development of the Property shall comply with the standards outlined in the multi-family development specific use standards, UDC 11-4-3-27.
 - c. All future pedestrian crossings that traverse shared drive aisles within the development shall be constructed with brick, pavers, stamped concrete, or colored concrete to clearly delineate the driving surface from the pedestrian facilities, per UDC 11-3A-19B.4b.
 - d. The required landscape street buffers and multi-use pathway segment shall be constructed and vegetated with the residential phase of development along E. Ustick Road; the proposed 25-foot landscape buffer along the west and south boundaries shall be constructed with the residential phase of development.

- e. Owner/Developer shall work with Ada County Highway District (ACHD) to construct a safe pedestrian crossing from the central multi-family site area to the parking lot along the west boundary across N. Centrepont Way.
- f. Pursuant to the approved Conditional Use Permit for the multi-family development, the building along the west boundary shall be no more than two stories in height, and the three (3) buildings within the center of the project shall be no more than three stories in height, consistent with the Owner/Developer's revised concept plan and presentation to City Council.
- g. Owner/Developer shall continue the masonry wall along the west property boundary consistent with adjacent development and help buffer the proposed project.
- h. Staff and Owner/Developer shall work with ACHD to mark Centrepont Way as no parking on both sides, should ACHD allow it.
- i. A shared access easement and parking agreement shall be granted between the adjacent Commercial Parcel (Parcel F), Ada County Parcel #S1105110120, and the Property, allowing vehicular and pedestrian ingress and egress across both properties, unless a property boundary adjustment has been completed. A recorded copy of said easement shall be submitted to the Planning Division with the Certificate of Zoning Compliance application.

6. **APPROVAL PERIOD:** If this Agreement has not been fully executed within six (6) months after the date of the Findings, the City may, at its sole discretion, declare the Agreement 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 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. **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 Owner/Developer agrees to provide, if required by the City.

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

13. **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.

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 Ave.
Meridian, Idaho 83642

OWNER/DEVELOPER:

MGM Meridian LLC
3130 Alpine Road Suite 288 - #708
Portola Valley, California 94028

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/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.

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 reasonable 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. **REMOVED PROPERTY:** The City is hereby authorized, in its sole discretion, to remove a portion of the Property ("Removed Property") from this Agreement at any time, provided that the City and the owner of the Removed Property concurrently enter into a modified development agreement governing the development and use of the Removed Property. The remaining portion of the Property, which has not been removed from this Agreement as described above, shall continue to be bound by the terms of this Agreement.

22. **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.

22.1 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.

23. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective upon execution of the Mayor and City Clerk.

[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:
MGM Meridian LLC


By (print name): Michael Mattia
Its (title): Manager

State of _____)
: ss:
County of _____)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of **MGM Meridian LLC** and 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.

See attached

(SEAL)

Notary Public
My Commission Expires: _____

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

State of Idaho)
: ss
County of Ada)

On this ____ day of _____, 2025, 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: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

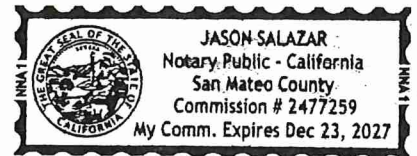
On 11/4/25 before me, Jason Salazar, Notary Public
(insert name and title of the officer)

personally appeared Michael Maffia
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



PARCEL E LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Ada, State of Idaho, and is described as follows:

PARCEL E:

A parcel of land located in Government Lot 1 in the Northeast One Quarter of Section 5, Township 3 North, Range 1 East,

Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 5 of said Township 3 North, Range 1 East, (from which point the North

Quarter Corner of said Section 5 bears South 89°39'20" West, 2656.46 feet distant);

Thence South 89°39'20" West, a distance of 495.33 feet on the north line of said Section 5;

Thence South 01°05'59" West, a distance of 41.45 feet to a point on the easterly boundary line of that Parcel as

described in Warranty Deed Instrument Number [2017-094272](#) of Ada County Records, and on the southerly right-of-way

line of East Ustick Road, said point also being the POINT OF BEGINNING;

Thence South 01° 05' 59" West, a distance of 302.81 feet on the exterior boundary line of said Warranty Deed parcel;

Thence South 81° 54' 00" East, a distance of 24.72 feet on the exterior boundary line of said Warranty Deed parcel;

Thence South 84° 06' 00" East, a distance of 253.73 feet on the exterior boundary line of said Warranty Deed parcel;

Thence South 06° 06' 00" West, a distance of 275.20 feet to a point on the Northerly boundary line of Bienville Square

Subdivision, as same is shown on the Plat thereof, recorded in [Book 102 of Plats at Page 13495](#) of Ada County Records;

Thence North 83° 54' 00" West, a distance of 311.81 feet on said Northerly boundary line;

Thence North 71° 28' 10" West, a distance of 803.90 feet on said Northerly boundary line to a point on the East boundary

line of Carol's Subdivision No. 2, as same is shown on the Plat thereof, recorded in [Book 39 of Plats at Page 3248](#) of Ada

County Records;

Thence North 00° 15' 11" West, a distance of 305.79 feet on said East boundary line to a point on the Southerly right-of

way line of East Ustick Road;

Thence on said Southerly right-of-way line of East Ustick Road for the following courses and distances:

Thence North 89° 39' 20" East, a distance of 125.16 feet;

Thence South 45° 58' 35" East, a distance of 40.04 feet;

Thence North 89° 39' 20" East, a distance of 59.00 feet;

Thence North 44° 47' 01" East, a distance of 53.86 feet;

Thence North 89° 39' 20" East, a distance of 374.57 feet;

Thence South 89° 23' 16" East, a distance of 206.36 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM, that portion conveyed to Ada County Highway District by Warranty Deed recorded September 8, 2020 as Instrument No. [2020-116678](#), Records of Ada County, Idaho.

APN: S1105110111

EXHIBIT B

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



**In the Matter of the Request for Development Agreement modification, by Mike Maffia, MGM2.
Case No(s). H-2025-0009**

For the City Council Hearing Date of: June 3, 2025 (Findings on June 17, 2025)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of June 3, 2025, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of June 3, 2025, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of June 3, 2025, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of June 3, 2025, 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 3, 2025, 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 3, 2025, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

Please take notice that approval of a preliminary plat, combined preliminary and final plat, or short plat shall become null and void if the applicant fails to obtain the city engineer's signature on the final plat within two (2) years of the approval of the preliminary plat or the combined preliminary and final plat or short plat (UDC 11-6B-7A).

In the event that the development of the preliminary plat is made in successive phases in an orderly and reasonable manner, and conforms substantially to the approved preliminary plat, such segments, if submitted within successive intervals of two (2) years, may be considered for final approval without resubmission for preliminary plat approval (UDC 11-6B-7B).

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-6B-7.A, the Director may authorize a single extension of time to obtain the City Engineer's signature on the final plat not to exceed two (2) years. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the preliminary plat, combined preliminary and final plat or short plat to comply with the current provisions of Meridian City Code Title 11. If the above timetable is not met and the applicant does not receive a time extension, the property shall be required to go through the platting procedure again (UDC 11-6B-7C).

Notice of Conditional Use Permit Duration

Please take notice that the conditional use permit, when granted, shall be valid for a maximum period of two (2) years unless otherwise approved by the City. During this time, the applicant shall commence the use as permitted in accord with the conditions of approval, satisfy the requirements set forth in the conditions of approval, and acquire building permits and commence construction of permanent footings or structures on or in the ground. For conditional use permits that also require platting, the final plat must be signed by the City Engineer within this two (2) year period.

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-5B-6.G.1, the Director may authorize a single extension of the time to commence the use not to exceed one (1) two (2) year period. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the conditional use comply with the current provisions of Meridian

City Code Title 11(UDC 11-5B-6F).

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 3, 2025

By action of the City Council at its regular meeting held on the 17th day of June, 2025.

COUNCIL PRESIDENT LUKE CAVENER

VOTED AYE

COUNCIL VICE PRESIDENT LIZ STRADER

VOTED AYE

COUNCIL MEMBER DOUG TAYLOR

VOTED AYE

COUNCIL MEMBER JOHN OVERTON

VOTED AYE

COUNCIL MEMBER ANNE LITTLE ROBERTS


VOTED AYE

COUNCIL MEMBER BRIAN WHITLOCK

VOTED AYE

MAYOR ROBERT SIMISON
(TIE BREAKER)

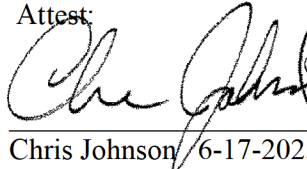
VOTED _____



Mayor Robert B. Simison

6-17-2025

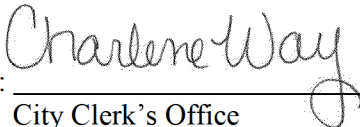
Attest:



Chris Johnson 6-17-2025
City Clerk



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

By:  _____ Dated: 6-17-2025
City Clerk's Office

COMMUNITY DEVELOPMENT DEPARTMENT REPORT



HEARING DATE: April 22, 2025 continued to
~~May 13, 2025~~ June 3, 2025

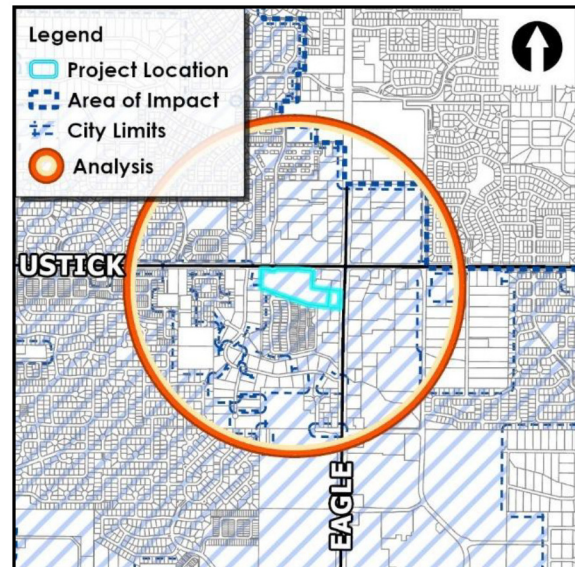
TO: Mayor & City Council

FROM: Linda Ritter, Associate Planner
208-884-5533
lritter@meridiancity.org

APPLICANT: Mike Maffia, MGM2

SUBJECT: H-2025-0009
Centrepont Apartments MDA

LOCATION: 3100 N. Centrepont Way and 3030 N.
Cajun Lane, located in the NE ¼ of
Section 5, Township 3N, Range 1E
(Parcel(s) # S1105110111 and
S1105110120)



I. PROJECT OVERVIEW

A. Summary

The applicant is proposing to move forward with the project approval that was received in 2022 (H-2022-0072) with the modification to the existing Development Agreement (Instrument No. 2022-079000) for the existing 11.17 acres. The modification will create two (2) new agreements which will allow each property to be developed independently.

B. Issues/Waivers

In 2024, CUP and DA modifications were approved with a deed restricted affordable multi-family development with 239 units. The applicant terminated his entitlements and withdrew his application due to complications at the State level with project financing. The applicant is proposing to move forward with the project that was previously approved in 2022 (H-2022-0072).

C. Recommendation

Recommend approval of the proposed Development Agreement modification.

D. Decision

Approved with conditions

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Vacant	-
Proposed Land Use(s)	Multi-Family Residential and Commercial	-
Existing Zoning	C-G	VI.A.2
Proposed Zoning	C-G	
Adopted FLUM Designation	MU-R	VI.A.3
Proposed FLUM Designation	MU-R	

Table 2: Process Facts

Description	Details
Preapplication Meeting date	1/28/2025
Neighborhood Meeting	2/25/2025
Site posting date	4/3/2025

Note: See City/Agency Comments and Conditions Section and public record for all department/agency comments received. Centrepont Apartments MDA H-2025-0009 (copy this link into a separate browser).

Table 3: Project Overview

Description	Details
History	H-2018-0121 (Villasport CUP, MDA); H-2021-0006 (CUP), H-2022-0035 (MDA, DA Inst. # 2022-079000); H-2024-0019 (ALT, CUP, MDA) – this application was approved but the applicant terminated their entitlement rights; TED-2023-0002; TEC-2025-0001
Phasing Plan	None
Residential Units	213 multi-family units - One (1) two-story building and five (5) 3-story buildings
Open Space	6.78 acres (295,401 s.f.) of qualified open space proposed according to the open space exhibit (approximately 40%).
Amenities	At a minimum, 13 amenities are proposed – See the amenity Exhibit in Section VII below.
Physical Features	The Milk Lateral has previously been piped and there is a thirty (30) foot irrigation easement that goes through the property.
Acreage	11.17
Lots	2
Density	Gross – 21.3 du/ac.

III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

The subject application encompasses two (2) parcels located south of E. Ustick Road (Parcels S1105110111 and S1105110120. Parcel S1105110111 was part of a Development Agreement Modification and Conditional Use Permit (CUP) application in 2019 that removed the subject parcel from an existing Development Agreement (DA) for the purpose of entering into a new DA with a new conceptual plan and building elevations (H-2018-0121, DA Inst. # 2019-060877) and a request for a new athletic club and spa (indoor recreation facility), Villasport. The CUP approval for the indoor recreation facility has since expired and the property was sold.

The current CUP and DA (H-2022-0035 DA Inst# 2022-079000) was approved to construct a mixed-use development consisting of commercial space and a 213-unit multi-family development in lieu of an athletic club/spa and commercial building.

In 2024, CUP and DA modifications were approved with a deed restricted affordable multi-family development with 239 units. The applicant terminated his entitlements and withdrew his application due to complications at the State level with project financing.

B. Development Agreement Modification

The applicant is requesting the following changes to the Development Agreement:

- Parcel E (3100 Centrepoint Way) - The required landscape street buffers and multi-use pathway segments shall be constructed and vegetated with the residential phase of development along E. Ustick Road; the proposed 25-foot landscape buffer along the west and south boundaries shall be constructed with the residential phase – Parcel E of development.
- Parcel F (3030 N. Cajun Lane) - The required landscape street buffers and multi-use pathway along N. Eagle Road will be constructed and vegetated with the development of the Commercial Parcel – Parcel F.

C. Staff's Analysis

Staff has no objection to the Applicant's request for a modification to the existing development agreement (H-2021-0103, Inst. #2022-066859) to create two (2) new development agreements so that each parcel can develop independently.

On December 3, 2024, the City Council approved findings for H02024-0019 for modifications to the existing Development Agreement (DA) H-2022-0035 and Conditional Use Permit (CUP) H-2022-0072 to facilitate the construction of a 239-unit multifamily affordable apartment project. This proposal strictly pertains to the residential component of the approved development plan. The applicant also requested alternative compliance for the to the open space and parking lot landscaping. In January of 2025, that applicant terminated the entitlements and withdrew their application for the Centrepoint Apartments project (H-2024-0019 ALT, CUP, MDA) due to complications at the State level with project financing. An administrative time extension (TED-2023-0002) was approved for a two-year period in April of 2023. Prior to the expiration date of April 1, 2025, the applicant submitted an application for an additional two-year

During the review process for H-2024-0019, ITD required the applicant to dedicate twelve (12) feet of right-of-way on Eagle Road and reconstruct the right turn lane to Seville Lane.

The current DA requires the landscape street buffers and multi-use pathway segments to be constructed and vegetated with the first phase of development along E. Ustick Road and N. Eagle Road; the proposed 25-foot landscape buffer along the west and south boundaries shall be constructed with the first phase of development.

The applicant is proposing to create two development agreements for the following reasons:

- To allow landscape street buffers and pathways along E. Ustick Road as well as the 25-foot landscape buffer along the west and south boundaries to be developed with the residential development on Parcel E. ~~Staff is requiring the frontage improvements along E. Ustick Road are installed no later than a year after approval of the development agreement modification as this is the final missing link leading up to Eagle Road.~~
- To allow the landscape buffer and pathway along N. Eagle Road to be constructed with the commercial development on Parcel F.

Therefore, each parcel owner will be responsible for the improvements outlined in each of their development agreements.

IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

1. Development Agreement Modification (Parcel E – Multi-family):

- 1.1 The modified 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 Development Agreement shall, at minimum, incorporate the following provisions:
 - a. Future development of the site shall be substantially consistent with the submitted concept plan and color renderings included in Section VI of Exhibit B and the provisions contained herein.
 - b. Future development of Parcel E shall comply with the standards outlined in the multi-family development specific use standards, UDC 11-4-3-27.
 - c. All future pedestrian crossings that traverse shared drive aisles within the development shall be constructed with brick, pavers, stamped concrete, or colored concrete to clearly delineate the driving surface from the pedestrian facilities, per UDC 11-3A-19B.4b.
 - d. The required landscape street buffers and multi-use pathway segment shall be constructed and vegetated with the ~~first residential~~ phase of development along E. Ustick Road ~~and N. Eagle Road~~; the proposed 25-foot landscape buffer along the west and south boundaries shall be constructed with the ~~first~~ residential phase of development.
 - e. Applicant shall work with ACHD to construct a safe pedestrian crossing from the central multi-family site area to the parking lot along the west boundary across N. Centrepont Way.
 - f. With the future Conditional Use Permit for the multi-family development, the building along the west boundary shall be no more than two-stories in height and the three (3) buildings within the center of the project shall be no more than three-stories in height, consistent with the Applicant's revised concept plan and presentation to Council.
 - g. Applicant shall continue the masonry wall along the west property boundary consistent with adjacent development and help buffer the proposed project.
 - h. Staff and Applicant shall work with ACHD to mark Centrepont Way as no-parking on both sides, should ACHD allow it.
 - i. ~~Applicant shall work with ITD regarding right of way dedication and the proposed improvements to Eagle Road.~~
 - j. A shared access easement and parking agreement shall be granted between the Commercial Parcel (F) and the Residential Parcel (E) allowing vehicular and pedestrian ingress and egress across both properties unless a property boundary adjustment has been completed. A recorded copy of said easement shall be submitted to the Planning Division with the Certificate of Zoning Compliance application.

Development Agreement #2 (Parcel F - Commercial):

- a. Future development of the site shall be generally consistent with the submitted concept plan included in Section VI of Exhibit B and the provisions contained herein.
- b. The required landscape street buffers, multi-use pathway, and decorative lighting along N. Eagle Road shall be constructed and vegetated with the development of the Commercial Parcel.
- c. A shared access easement and parking agreement shall be granted between the Commercial Parcel (F) and the Residential Parcel (E) allowing vehicular and pedestrian ingress and egress across both properties unless a property boundary adjustment has been completed. A recorded copy of said easement shall be submitted to the Planning Division with the Certificate of Zoning Compliance application.
- d. Applicant shall work with ITD regarding right-of-way dedication and the proposed improvements to Eagle Road.

B. Meridian Public Works

Site Specific Conditions of Approval

1. Water is about 200ft from the Property boundary for parcel S1105110120.
2. Any changes to public water infrastructure must be approved by public works.
3. Ensure no sewer services pass through infiltration trenches.
4. Provide 20' Easements for mains, hydrant laterals and water services. Easements should extend up to the end of main/hydrant/water meter and 10' beyond it.
5. No permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) to be built within the utility easement.

General Conditions of Approval

1. Applicant shall coordinate water and sewer main size and routing with the Public Works Department.
2. Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
3. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). Sewer/water easement varies depending on sewer depth. Sewer 0-20 ft deep require a 30 ft easement, 20-25 ft a 40 ft easement, and 25-30 ft a 45 ft easement. Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within the utility easement. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD.
4. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (UDC 11-3B-6). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to receiving development plan approval.

5. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
6. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.
7. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
8. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
9. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures.
10. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
11. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
12. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
13. Developer shall coordinate mailbox locations with the Meridian Post Office.
14. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
15. The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
16. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
17. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
18. A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272.
19. The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse infrastructure prior to final plat signature. This surety will be verified by a line item cost

estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

20. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

C. Meridian Park's Department

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=389740&dbid=0&repo=MeridianCity>

D. Idaho Department of Environmental Quality (DEQ)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=389740&dbid=0&repo=MeridianCity>

E. Idaho Transportation Department (ITD)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=389740&dbid=0&repo=MeridianCity>

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 3, 2025. At the public hearing, the Council moved to approve the subject Development Agreement modification requests.

1. Summary of the City Council public hearing:

- a. In favor: Mike Maffia-Applicant, Jeff Vrba
- b. In opposition: None
- c. Commenting: Jeff Vrba
- d. Written testimony: None
- e. Staff presenting application: Linda Ritter
- 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. Idaho Transportation Department required improvements to Eagle Road as The Eagle Road and Ustick Road intersection is the busiest intersection in the State of Idaho.

VI. EXHIBITS

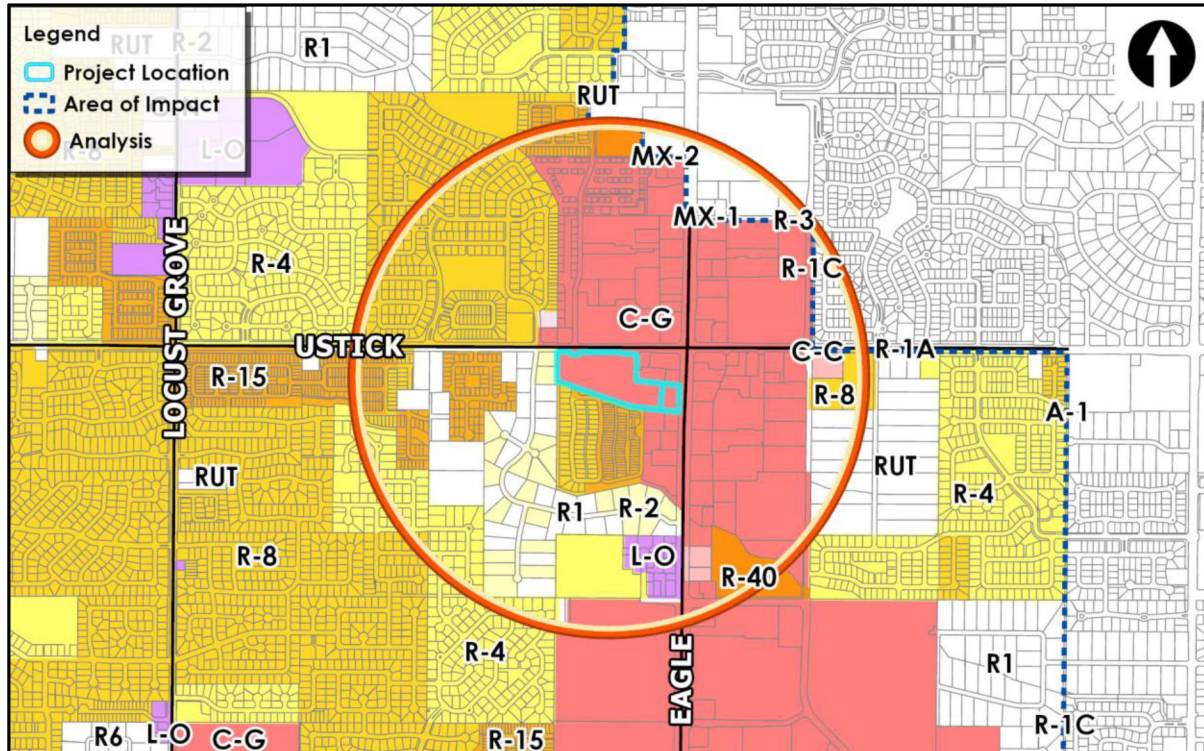
A. Project Area Maps

(link to [Project Overview](#))

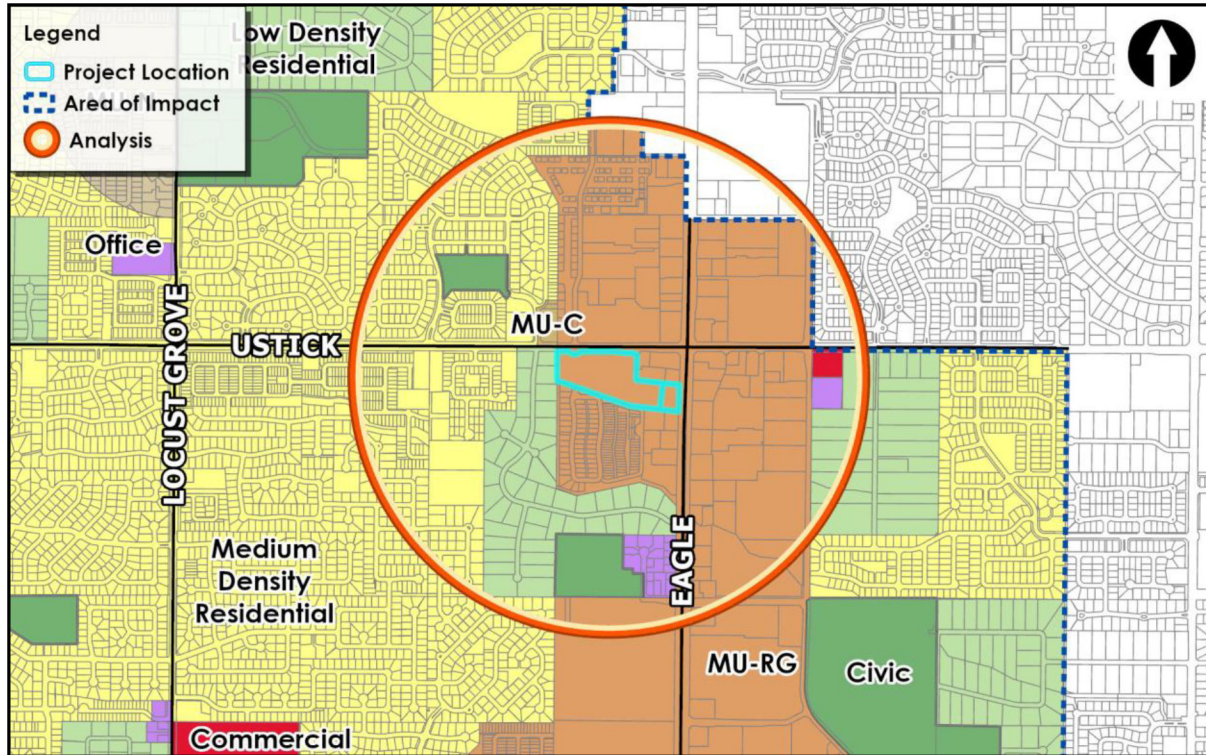
1. Aerial



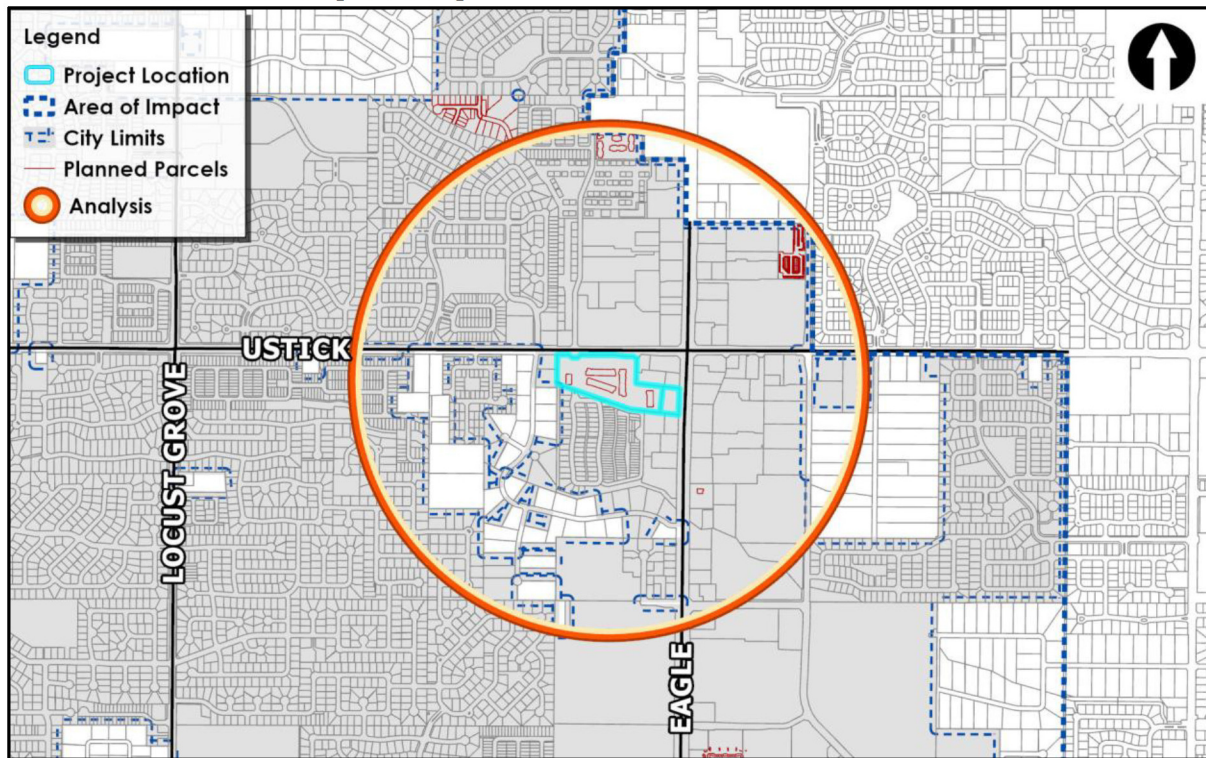
2. Zoning Map



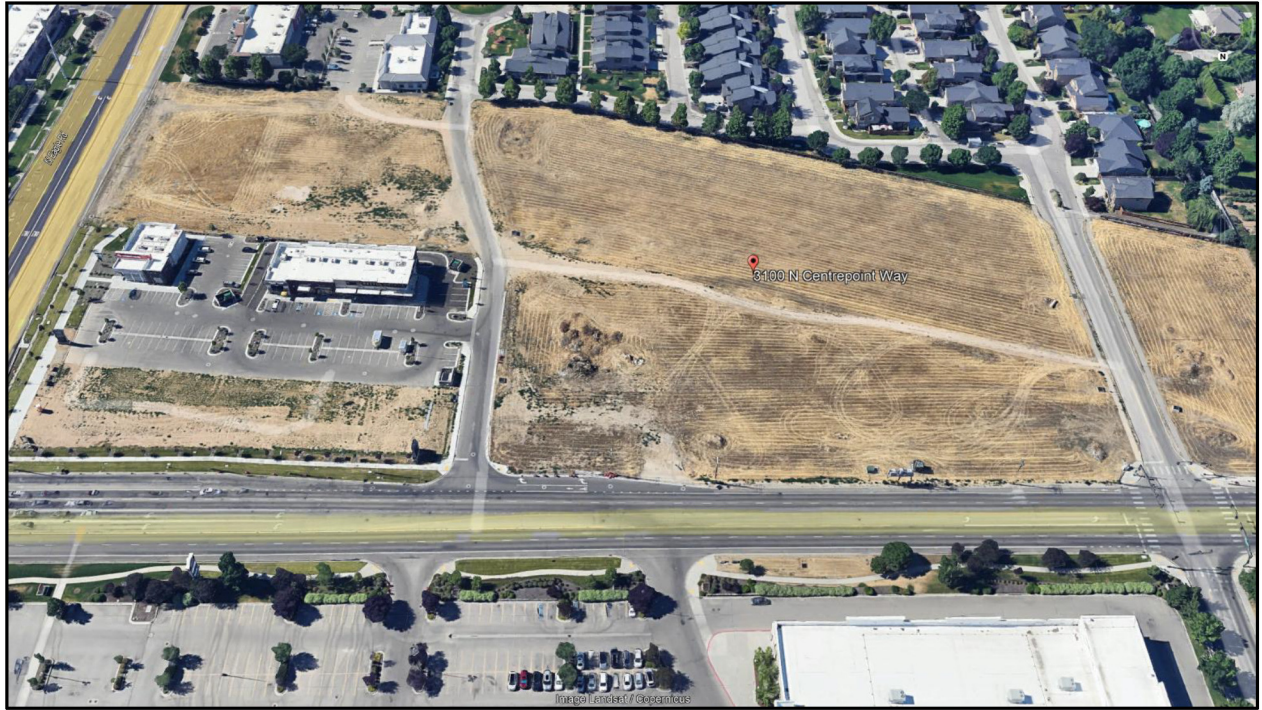
3. Future Land Use



4. Planned Development Map

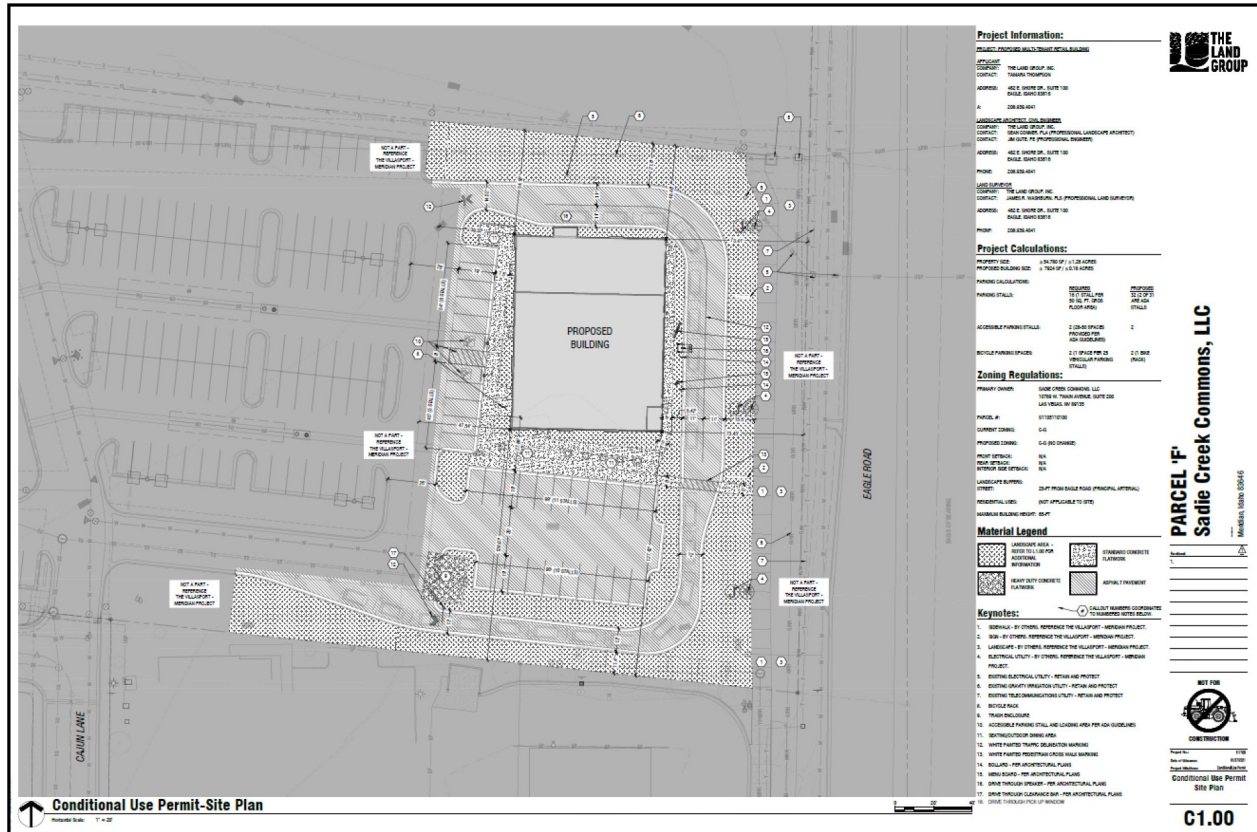


B. Subject Site Photo



[illegible]

D. Approved Site Plan – Parcel F (date: 1/27/2021)



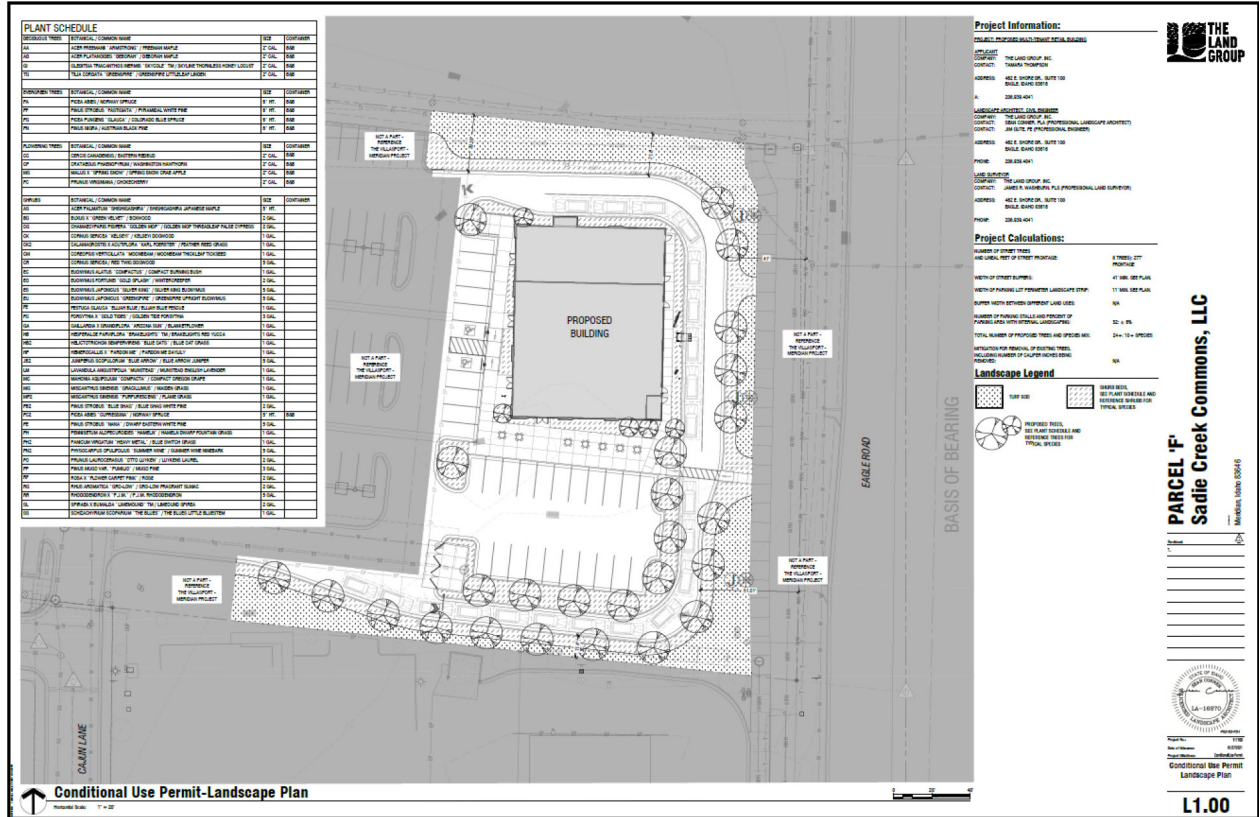
CONCEPT PLANT SCHEDULE

PLANT TYPE	QUANTITY
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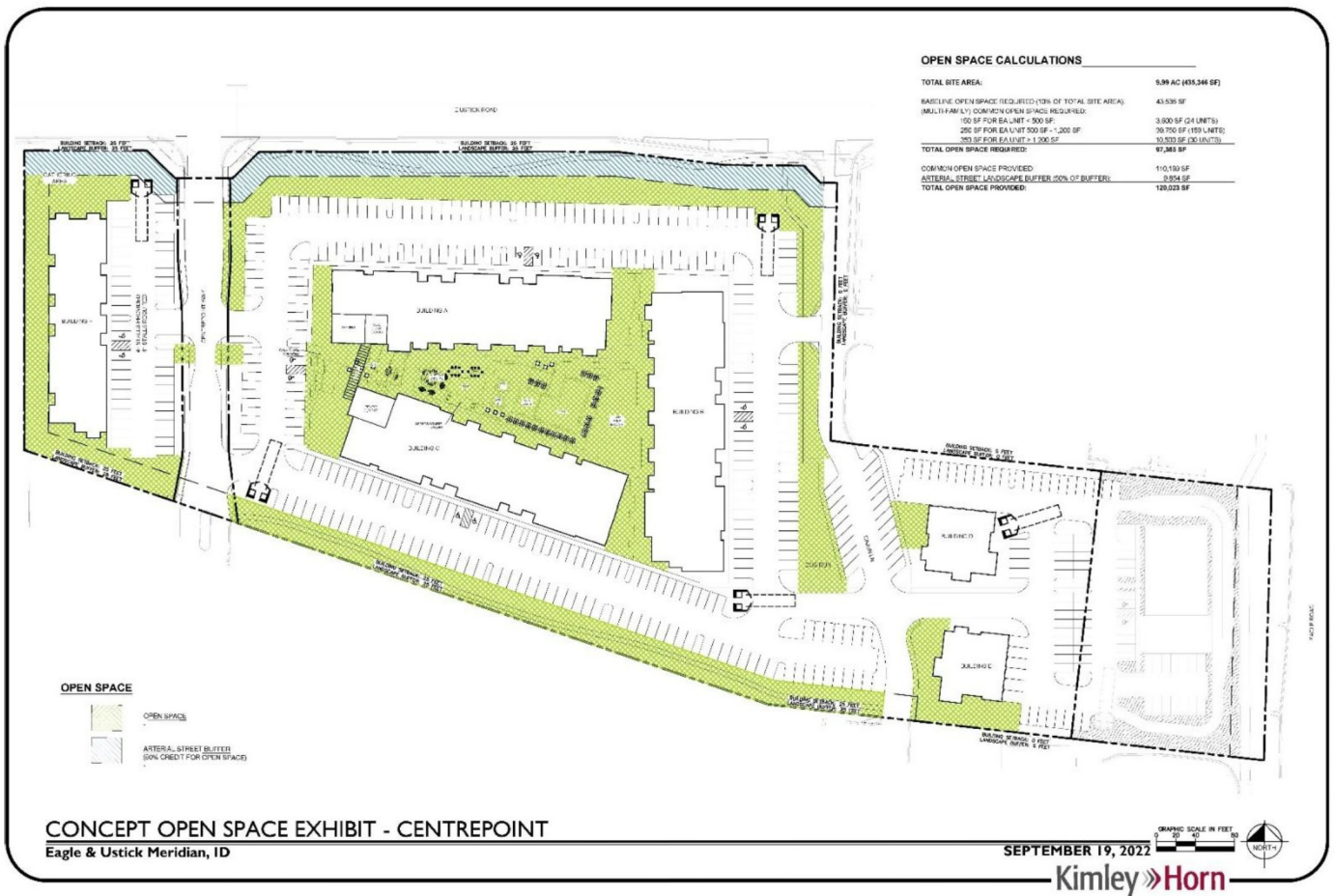
LANDSCAPE REQUIREMENTS

REQUIREMENT	REQUIREMENT	REQUIREMENT
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17. 12" DB PALM	10	10
18. 12" DB PALM</		

F. Approved Landscape Plan - Parcel F (1/27/2021)



Approved Open Space and Amenity Exhibit – Parcel E (date: 9/19/2022)



G. Approved Building Elevations – Parcel E (date: 8/30/2022)



BUILDING A - EAST ELEVATION 4
1/16" = 1'-0"



BUILDING A - WEST ELEVATION 3
1/16" = 1'-0"



BUILDING A - SOUTH ELEVATION 2
1/16" = 1'-0"



BUILDING A - NORTH ELEVATION 1
1/16" = 1'-0"



BUILDING A - ELEVATIONS

1/16" = 1'-0" **AP0.30**

2223 - BUILDING A

BOISE, ID

08/30/22

ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE DIMENSIONS AND ELEVATIONS. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE DIMENSIONS AND ELEVATIONS. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE DIMENSIONS AND ELEVATIONS.



BUILDING D - WEST ELEVATION 4
1/16" = 1'-0"



BUILDING D - NORTH ELEVATION 2
1/16" = 1'-0"



BUILDING D - EAST ELEVATION 3
1/16" = 1'-0"



BUILDING D - SOUTH ELEVATION 1
1/16" = 1'-0"



BUILDING E ELEVATIONS

1/16" = 1'-0" **AP0.34**

2223 - BUILDING E

BOISE, ID

08/30/2022

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BUILDING F - NORTH ELEVATION 4
1/8" = 1'-0"



BUILDING F - WEST ELEVATION 2
1/8" = 1'-0"



BUILDING F - SOUTH ELEVATION 3
1/8" = 1'-0"



BUILDING F - EAST ELEVATION 1
1/8" = 1'-0"



2223 - BUILDING F

BUILDING F - ELEVATIONS

AP0.35

BOISE, ID

08/30/2022

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