

## **ADDENDUM TO DEVELOPMENT AGREEMENT**

- PARTIES:**
1. City of Meridian
  2. Intermountain Pacific, LLC, 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 **Intermountain Pacific LLC**, ("OWNER/DEVELOPER") whose address is 2451 E Gala St, Suite 310, Meridian, ID 83642.

### **RECITALS**

A. OWNERS and/or DEVELOPER have submitted an application for a Modification to the Development Agreement recorded August 31, 2006 in Ada County Records as Instrument No. 106141056 (Kenai Subdivision DA) for the purpose of amending the concept plan to incorporate 164 age restricted multi-family housing units on the property listed in Exhibit "A".

B. The Meridian City Council approved said application with Findings of Fact and Conclusions of Law as in the attached Exhibit "B".

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

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

1. OWNER/DEVELOPER shall be bound by the terms of the Development Agreement known as Kenai Subdivision, except as specifically amended as follows:

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

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

9. ~~That the maximum square footage of one single building without design review shall be 60,000 square feet or a maximum of 40' in height.~~

13. Future development of the proposed age restricted multi-family development on the subject C-G zoned properties shall be substantially consistent with the approved site plan, unit count, open space and amenities, and future approved elevations (the submitted elevations are not approved; future elevations will be

- reviewed via Administrative Design Review with a future Certificate of Zoning Compliance application for the overall site development).
14. The multi-family units within this project shall be age-restricted to 55 years and older, per the Applicant's proposal.
  15. Applicant shall connect to the regional pathway system along the southern property boundary by constructing at least one (1) pedestrian crosswalk across the drive aisle with either stamped concrete, brick pavers, or similar to clearly delineate the pedestrian connection to the pathway system.
  16. Future development of the northernmost property (1873 S. Wells Avenue; Parcel# R3238510240) shall NOT include any multi-family development and shall be limited to commercial uses (including vertically integrated development) unless a future application is made to allow residential development. The foregoing shall not preclude the joint use of parking areas and utility installations by the subject property and Parcel R3238510240. An updated concept plan for Parcel R3238510240 may be required when it develops if such proposal is inconsistent with existing approvals.
  17. Prior to Certificate of Zoning Compliance approval, a Property Boundary Adjustment shall be obtained by the Applicant to reconfigure the lots consistent with the proposed site plan.

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:**  
**Intermountain Pacific, LLC**

By:   
~~Mike Chidester~~ Aaron Elton

**CITY OF MERIDIAN**

Attest:

\_\_\_\_\_  
Mayor Robert E. Simison

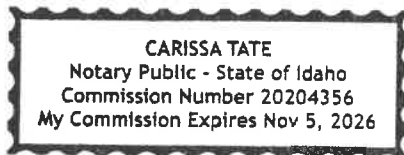
\_\_\_\_\_  
Chris Johnson, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Ada )

Aaron Elton

On this 22 day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~Mike Chidester~~ known or identified to me to be the Manager of **Intermountain Pacific, LLC**, the person who executed the instrument on behalf of said entity.

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



Carissa Tate  
Notary Public for Idaho  
Residing at: Meridian, ID  
My commission expires: NOV 5, 2026

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: \_\_\_\_\_