

ADDENDUM TO DEVELOPMENT AGREEMENT

PARTIES:

1. **City of Meridian**
2. **Babcock LLC, Owner/Developer**

THIS ADDENDUM TO DEVELOPMENT AGREEMENT is dated this ____ day of _____, 2025, (“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 **Babcock LLC** (“OWNER/DEVELOPER”), whose address is 1379 N Cloverdale Road, Boise, Idaho 83713.

RECITALS

A. OWNER/DEVELOPER submitted an application for a Modification to the existing Development Agreement recorded June 8, 2016 as Instrument #2016-049722 in Ada County Records for the purpose of modifying a provision contained in the original development agreement and to replace the old concept plan with a new one. 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:

1. OWNER/DEVELOPER shall be bound by the terms of the Development Agreement recorded June 8, 2016 as Instrument #2016-049722, 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:

1. Future development of this site shall substantially comply with the revised conceptual development plan dated March 28th, 2025, included in Section VI of the Staff Report attached to the Findings of Fact and Conclusions of Law as attached hereto as Exhibit A, and the provisions contained herein. ~~The applicant shall incorporate a pedestrian circulation plan that provides interconnectivity within the proposed development and pedestrian connections to E. Franklin Road. The plan shall be submitted with the first certificate of zoning compliance application.~~
2. Certificate of Zoning Compliance and Administrative Design Review applications are required to be submitted to the Planning Department for approval of all future buildings/uses on the site, prior to issuance of building permits.
3. Direct access to E. Franklin Road is limited to the access shown on the conceptual development plan approved with this application. Cross-access shall be provided to the property to the west (parcel #S1117120630) and the property to the east (parcel #S1117110201) for future interconnectivity. A recorded copy of the cross-access

agreement(s) shall be provided with the first Certificate of Zoning Compliance application.

4. Any existing domestic well system within this project shall be removed from domestic service per City Ordinance Section 9-1-4 and 9-4-8. Contact the City of Meridian Engineering Department at (208)898-5500 for inspections of disconnection of services. Wells may be used for non-domestic purposes such as landscape irrigation if approved by Idaho Department of Water Resources. Contact Robert B. Whitney at (208)334-2190.
5. 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.
6. The uses allowed pursuant to this agreement are those uses allowed in the C-C zoning district listed in UDC Table 11-2B-2 except for the following: drinking establishments, fuel sales facility, ~~minor vehicle repair~~, vehicle washing facility, wireless communication facility and vehicle sales and rentals.
7. All future development of the subject property shall comply with City of Meridian ordinances in effect at the time of development.
8. The developer/owner shall be responsible for all costs associated with sewer and water service installation.
9. The developer/owner shall construct an 8-foot vinyl fence along the west boundary of the property and a 6-foot fence that matches the existing fence ~~that matches the existing fence~~ adjacent to the southern property boundary and terminates on the western property boundary at the northeast corner of the Yoder Property (Parcel #R3273150110). The owner/developer shall coordinate with the adjacent property owners on the construction of the respective fences.
10. The owner/developer shall construct a 35-foot-wide street buffer adjacent to Franklin Road and a ~~20~~ 25-foot landscape buffer adjacent to the west and southern property boundary and a 5-foot-wide landscape buffer on the east property boundary in accordance with UDC 11-3B-7 and UDC 11-3B-9.
11. Any buildings along the southern property boundary shall not exceed 35 feet in height to maintain compatibility with the adjacent residential properties.
12. Bring the existing landscaping buffers and parking lot landscaping into conformity with UDC 11-3B and demonstrate compliance with the submittal of the Certificate of Zoning Compliance application for the vacant lot (Parcel #S1117110510).

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 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 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, conditions, 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 upon execution of the Mayor and City Clerk.

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

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

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:

Babcock LLC

Chad Babcock

By:

Its:

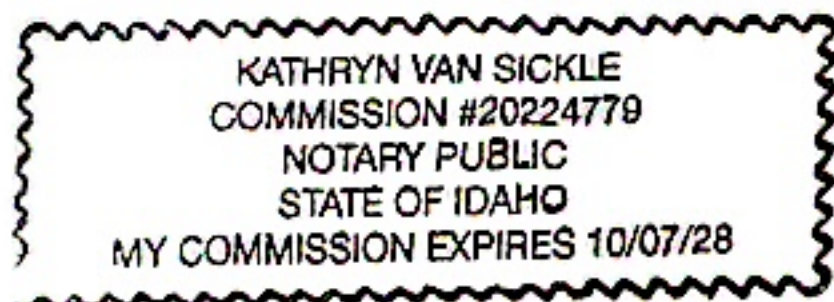
STATE OF IDAHO)

) ss.

County of Ada)

On this 19 day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Chad Babcock, known or identified to me to be the Owner of Babcock LLC and the person who signed above and acknowledged to me that they executed the same on behalf of said corporation.

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



[Signature]

Notary Public

My commission expires: 10-07-28

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 City 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

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



In the Matter of the Request for a modification to the existing development agreement (MDA-15-008, Inst. #2016-049722) to modify provision six (6) to remove “minor vehicle repair” from the prohibited uses and replace the old concept plan with a new one, by Eric Anderson.

Case No(s). H-2025-0011

For the City Council Hearing Date of: April 22nd, 2025 (Findings on May 6th, 2025)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of April 22nd, 2025, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of April 22nd, 2025, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of April 22nd, 2025, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of May 6th, 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 April 22nd, 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 Development Agreement Modification is hereby approved per the conditions of approval in the Staff Report for the hearing date of April 22nd, 2025, attached as Exhibit A.

D. Notice of Applicable Time Limits

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 April 22nd, 2025.

By action of the City Council at its regular meeting held on the 6th day of May, 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

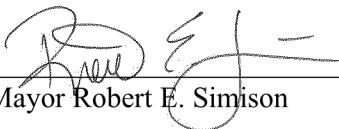
VOTED AYE

COUNCIL MEMBER BRIAN WHITLOCK

VOTED AYE

MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____



Mayor Robert E. Simison 5-6-2025

Attest:



Chris Johnson 5-6-2025
City Clerk



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

By:  _____ Dated: 5-6-2025
City Clerk's Office

COMMUNITY DEVELOPMENT

DEPARTMENT REPORT



HEARING DATE: 4/22/2025

TO:

Planning & Zoning Commission

FROM: Nick Napoli, Associate Planner

208-884-5533

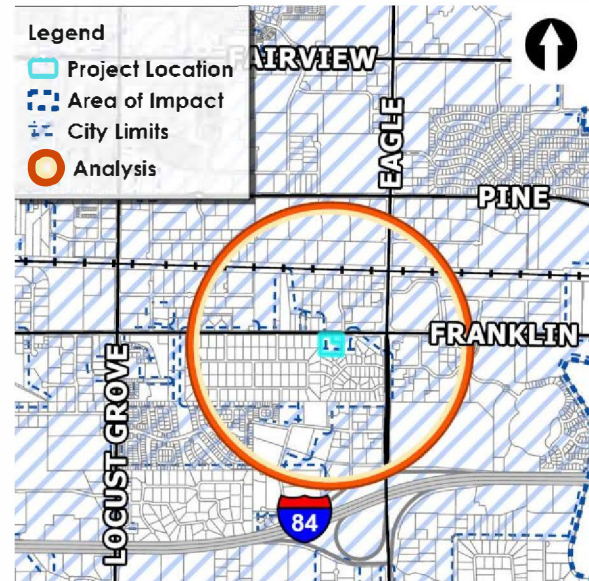
nnapoli@meridiancity.org

APPLICANT: Eric Anderson

SUBJECT: H-2025-0011

Jump Time MDA

LOCATION: Located at 2805 E. Franklin Road (Parcels S1117110550 and S1117110510) in the NE ¼ of the NE ¼ of Section 17, T.3N., R.1E.



I.

PROJECT OVERVIEW

A. Summary

Modification to the existing development agreement (MDA-15-008, Inst. #2016-049722) to modify provision six (6) to remove “minor vehicle repair” from the prohibited uses and replace the old concept plan with a new one.

B. Recommendation

Staff: Staff recommends approval of the DA modification with provisions listed in Section IV.

C. Decision

Council: Approved with the Modification to the DA

COMMUNITY METRICS

Table 1: Land Use

II.	Description	Details	Map Ref.
	Existing Land Use(s)	Commercial/Vacant	-
	Proposed Land Use(s)	Commercial	-
	Existing Zoning	C-C Zoning	VI.A.2
	Adopted FLUM Designation	Commercial	VI.A.3

Table 2: Process Facts

Description	Details
Preapplication Meeting date	1/28/2025
Neighborhood Meeting	2/20/2025
Site posting date	4/12/2025

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Meridian Public Works Wastewater		Error! Reference source not found.
<ul style="list-style-type: none"> Distance to Mainline Impacts or Concerns 	Available at site Yes, any infrastructure changes must be approved by Public Works.	
Meridian Public Works Water		Error! Reference source not found.
<ul style="list-style-type: none"> Distance to Mainline Impacts or Concerns 	Available at site Yes, any infrastructure changes must be approved by Public Works.	

Note: See section IV. City/Agency Comments & Conditions for comments received or see the public [record](#).

Table 4: Project Overview

Description	Details
History	AZ-09-003, MDA-15-008, A-2016-0316
Acreage	3.57 Acres

STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview and History

- iii. The property was annexed with C-C zoning in 2009, consisting of 3.57 acres with two (2) building lots (AZ-09-003). The subject property then went through a development agreement modification to replace the existing DA in 2016 as a part of the Jump Time approval (MDA-15-008). The concept plan accompanying this DA modification showed 4 buildings with central access to Franklin Road. However, since the annexation, access was required to shift to the west property boundary, which affected the concept plan. Due to the original concept plan, city staff had restricted certain uses, as having children walking through the parking lot with the central access point was a point of concern. Since the access has shifted and cross access has been provided from the property to the east, staff is in support of amending the DA to allow for minor vehicle repair. This use will be rather isolated from the front entrance to Jump Time, and staff is recommending signage to watch for pedestrians. Additionally, minor vehicle repair is otherwise a permitted use in the C-C zone.

The properties governed by the current DA do not meet the city's landscaping standards. As a part of the DA modification, staff is requiring the existing parking lot and landscape buffers to be brought into conformity with UDC 11-3B. Staff discussed this with the applicant during the pre-application meeting, and no concerns were expressed by the applicant.

In terms of nearby and adjacent development, there are existing residential subdivisions to the south and west, with commercial to the east. The proposed minor vehicle repair building is oriented away from the existing residential area, which is buffered by the existing Jump Time building and the landscape buffers.

B. Site Development and Use Analysis

1. Proposed Use Analysis (*UDC 11-2*):

The applicant is requesting a Development Agreement Modification to allow for Minor Vehicle Repair, which is currently listed as a prohibited use in the DA, an otherwise permitted use in the C-C zoning district. The proposed user "Grease Monkey" is a national oil change and vehicle repair shop. The hours of operation will be limited to 6 am to 11 pm because of its proximity to the existing residential neighborhoods.

The applicant has submitted an updated concept plan to reflect the current configuration of the site. The original concept plan shows 4 buildings on the subject properties but with the relocation of the main access point, only two buildings are proposed with the updated concept plan.

2. Specific Use Standards (*UDC 11-4-3*):

A. Vehicle repair may be allowed as an accessory use, subject to the standards for vehicle repair, major and minor, in the district where the use is located.

Not applicable. Vehicle Repair is the primary use.

B. Inoperable or dismantled motor vehicles shall be stored behind a closed vision fence, wall, or screen or within an enclosed structure and shall not be visible from any street.

Not applicable. The applicant will not have inoperable or dismantled vehicles on the property.

C. Automotive sales and rental areas shall be subject to the minimum perimeter landscape requirement of parking areas in chapter 3, article B, "landscaping requirements", of this title.

Not applicable.

D. In addition to chapter 3, article B, "landscaping requirements", of this title, one (1) square foot of landscaping for every fifty (50) square feet of vehicle display area shall be provided.

Not applicable.

E. Vehicle display pads are prohibited in the required landscape buffers.

Not applicable. The applicant will not have a vehicle display area.

F. Vehicle display areas shall incorporate design features including, but not limited to, landscape islands, curbing, and pedestrian walkways, that define main drive aisles and internal circulation patterns.

Not applicable.

C. Development Agreement Modification

Existing Provisions:

1. Future development of this site shall substantially comply with the **revised** conceptual development plan **dated March 28th, 2025, included in Section VI and the provisions contained herein.** ~~The applicant shall incorporate a pedestrian circulation plan that provides interconnectivity within the proposed development and pedestrian connections to E. Franklin Road. The plan shall be submitted with the first certificate of zoning compliance application.~~

2. Certificate of Zoning Compliance and Administrative Design Review applications are required to be submitted to the Planning Department for approval of all future buildings/uses on the site, prior to issuance of building permits.

3. Direct access to E. Franklin Road is limited to the access shown on the conceptual development plan approved with this application. Cross-access shall be provided to the property to the west (parcel #S1117120630) and the property to the east (parcel #S1117110201) for future interconnectivity. A recorded copy of the cross-access agreement(s) shall be provided with the first Certificate of Zoning Compliance application.

4. Any existing domestic well system within this project shall be removed from domestic service per City Ordinance Section 9-1-4 and 9 4 8, within 6 months after the date of annexation ordinance approval. Contact the City of Meridian Engineering Department at (208)898-5500 for inspections of disconnection of services. Wells may be used for non-domestic purposes such as landscape irrigation if approved by Idaho Department of Water Resources Contact Robert B. Whitney at (208)334-2190.

5. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9-4-8.

6. The uses allowed pursuant to this agreement are those uses allowed in the C-C zoning district listed in UDC Table 11-2B-2 except for the following: drinking establishments, fuel sales facility,

~~minor vehicle repair~~, vehicle washing facility, wireless communication facility and vehicle sales and rentals.

7. Bring the existing landscaping buffers and parking lot landscaping into conformity with UDC 11-3B.

8. All future development of the subject property shall comply with City of Meridian ordinances in effect at the time of development.

9. The developer/owner shall be responsible for all costs associated with sewer and water service installation.

10. The developer/owner shall construct an 8-foot vinyl fence along the west boundary of the property and a 6-foot fence that matches the existing fence that matches the existing fence adjacent to the southern property boundary and terminate on the western property boundary at the northeast corner of the Yoder Property (Parcel # R3273150110). The owner/developer shall coordinate with the adjacent property owners on the construction of the respective fences.

11. The owner/developer shall construct a 35-foot wide street buffer adjacent to Franklin Road and a 20-25-foot landscape buffer adjacent to the west and southern property boundary and a 5-foot wide landscape buffer on the east property boundary in accordance with UDC 11-3B-7 and UDC 11-3B-9.

12. Any buildings along the southern property boundary shall not exceed 35 feet in height to maintain compatibility with the adjacent residential properties.

D. Staff Analysis

With the primary access to the development now relocated to the western boundary and cross access provided to the adjacent eastern property, staff supports the applicant's request to amend the existing development agreement (Inst #2016-049722) to remove vehicle repair minor as a prohibited use and update the concept plan. Furthermore, the current landscape buffers and parking lot landscaping on both properties fall below standard and will be required to be brought into compliance with the certificate of zoning compliance application for parcel #S1117110510. Staff has incorporated this requirement as a new condition in the development agreement and has been in discussions with the applicant about this prior to the submission of the request.

IV.

CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the modification. The addendum shall, at a minimum, incorporate the following provisions:

A. The applicant shall comply with the provisions in the existing development agreement (Instrument # 2016-049722) with the addition/modification of the following provisions.

- Modify Provision #1: Future development of the subject site shall be substantially consistent with the revised concept plan dated March 28th, 2025, included in Section VI and the provisions contained herein.
- Modify Provision #6 to remove vehicle repair, minor as a prohibited use: The uses allowed pursuant to this agreement are those uses allowed in the C-C zoning district listed in UDC Table 11-2B-2, except for the following: drinking establishments, fuel sales facility, vehicle washing facility, wireless communication facility, and vehicle sales and rentals.

- Add a New Provision to state: Bring the existing landscaping buffers and parking lot landscaping into conformity with UDC 11-3B and demonstrate compliance with the submittal of the certificate of zoning compliance application for the vacant lot (Parcel #S1117110510).
- Modify Provision #11 to state a 25-foot landscape buffer instead of 20-foot landscape buffer. The buffers were installed at the correct width, but this was an error from the previous DA.

ACTION

A. Staff:

v. Staff recommends approval of the proposed modification to the Development Agreement with the modified provision listed in Section IV.

B. City Council:

The Meridian City Council heard these items on April 22nd, 2025. At the public hearing, the Council moved to approve the subject Development Agreement Modification request.

1. Summary of the City Council public hearing:
 - a. In favor: Eric Anderson
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Nick Napoli
 - 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. Whether a vehicle repair, minor use is appropriate with the current use of the site. Council President Cavener was opposed to this use and felt it did not mix well with the current trampoline park on the premises.
4. City Council change(s) to Staff recommendation:
 - a. No formal changes were required, however, the City Council would like to see signage for drivers to watch out for pedestrians.

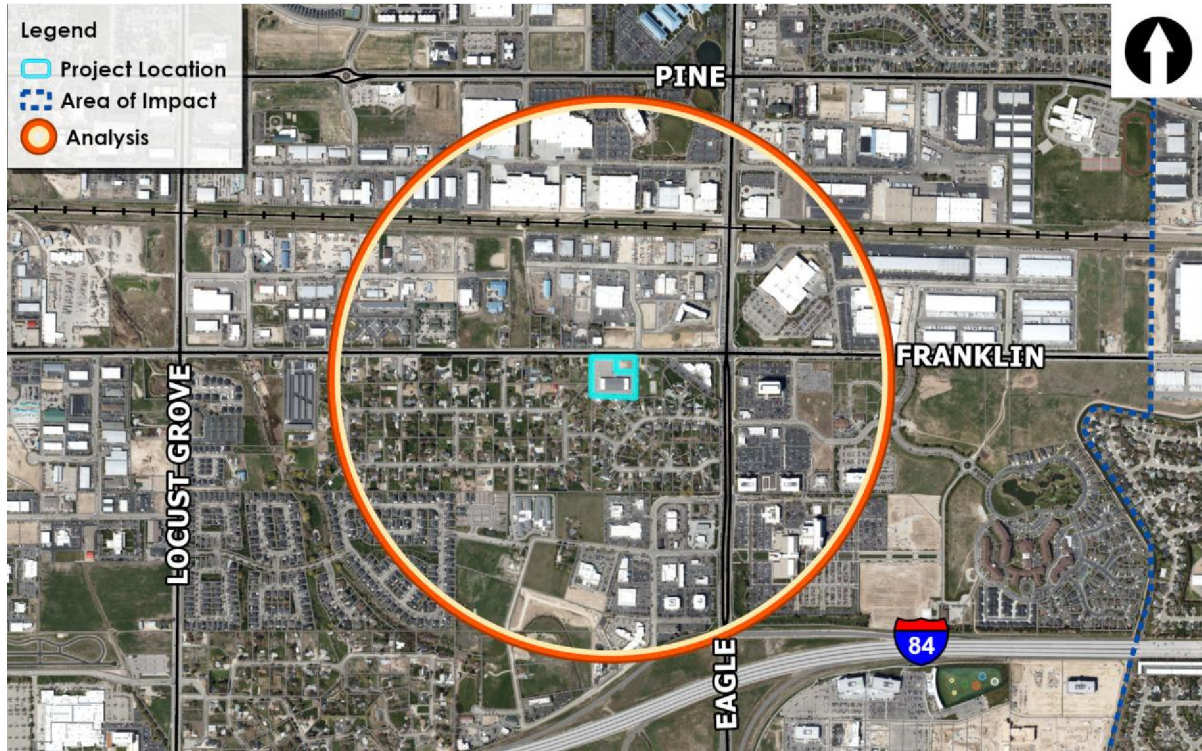
EXHIBITS

A. Project Area Maps

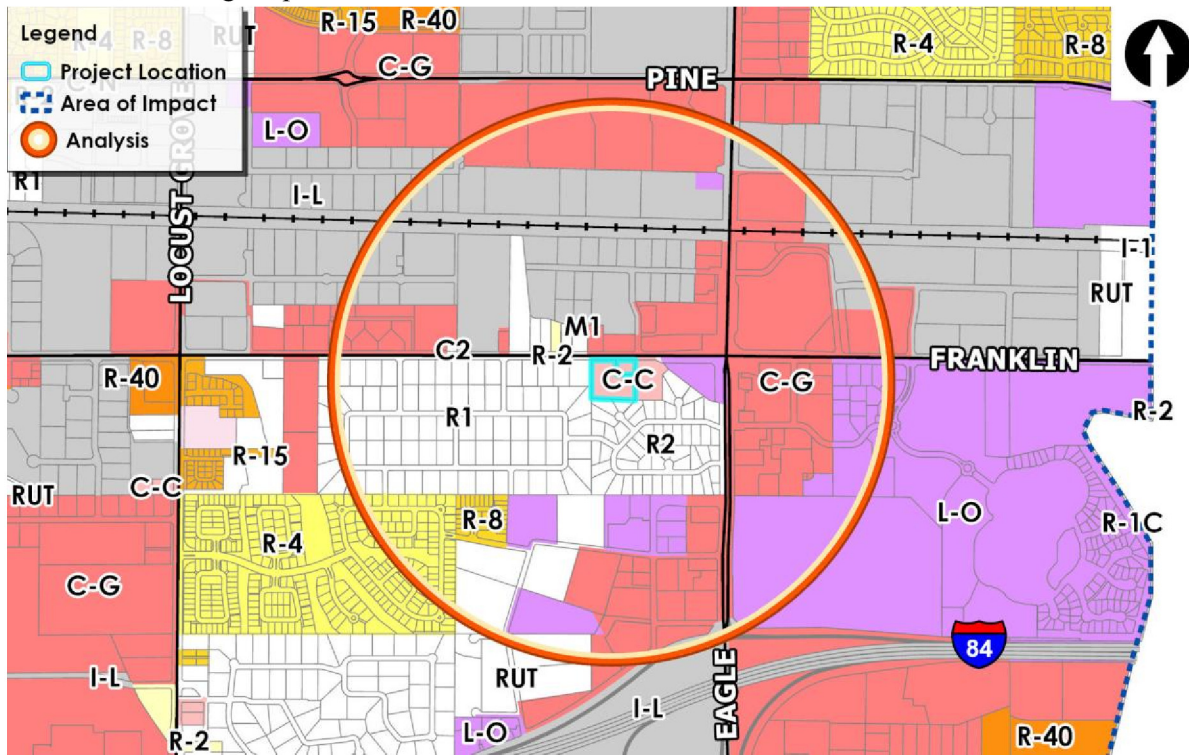
(link to [Project Overview](#))

1. Aerial

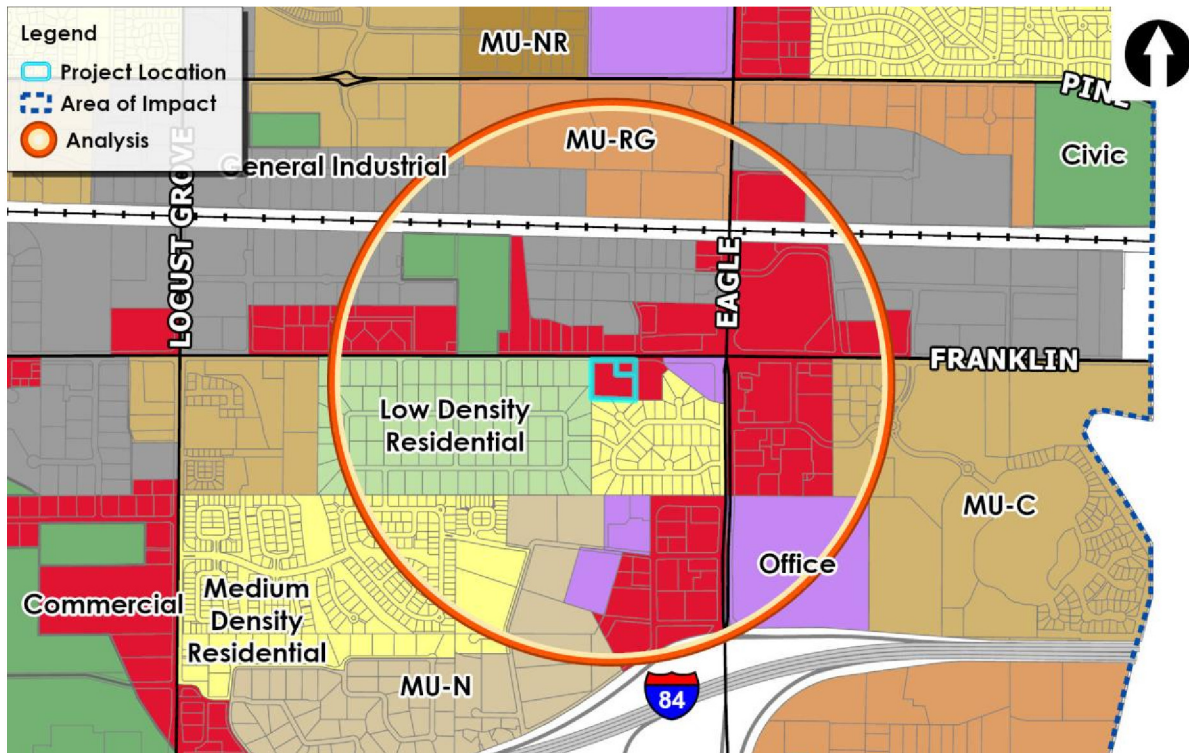
VI.



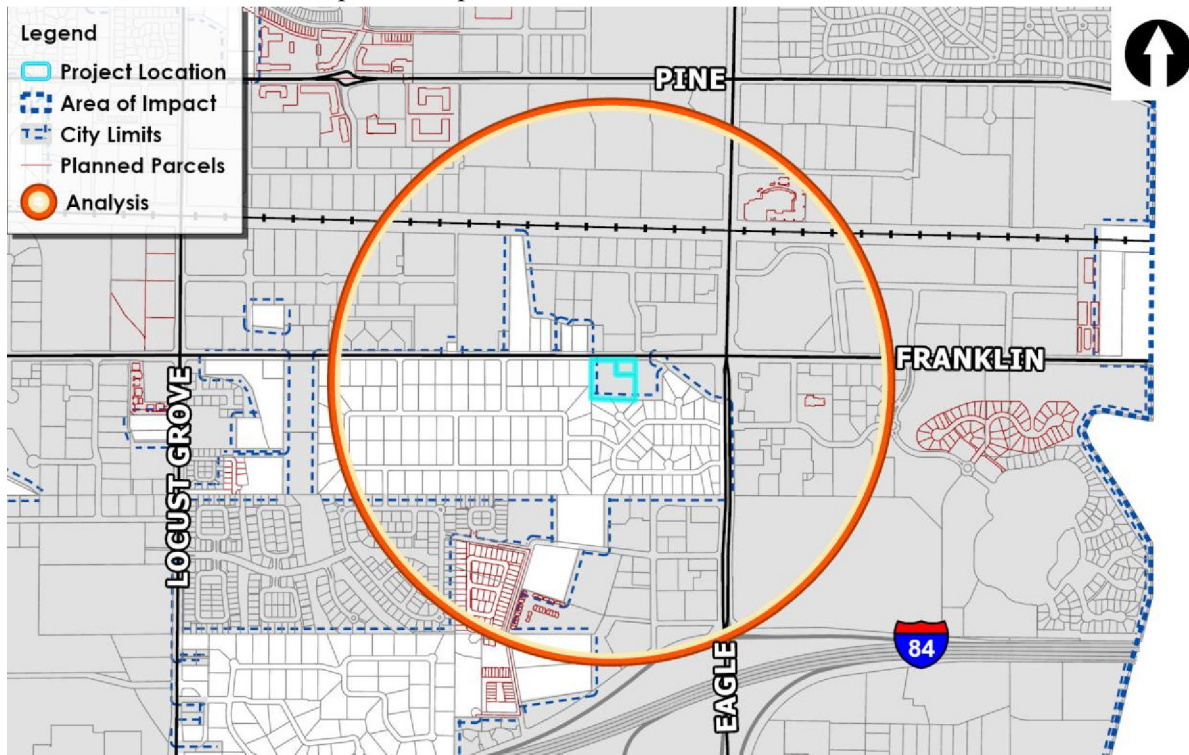
2. Zoning Map



3. Future Land Use



4. Planned Development Map



B. Subject Site Photos



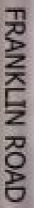


C. Service Accessibility Report

Overall Score: 36	77th Percentile
--------------------------	------------------------

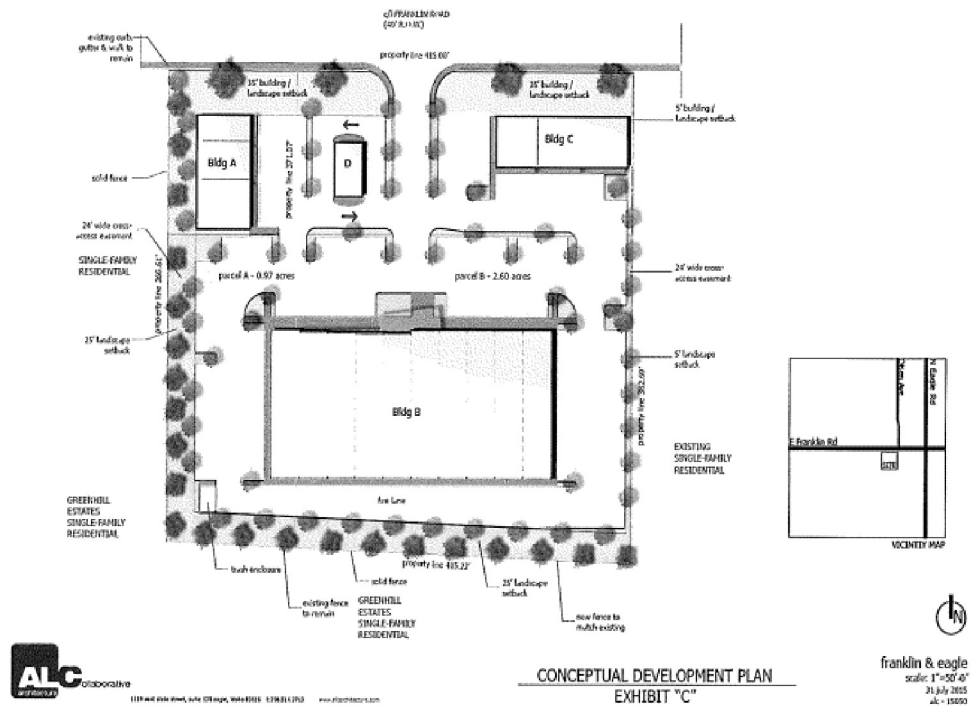
Criteria	Description	Indicator
Location	In City Limits	GREEN
Extension Sewer	Trunkshed mains < 500 ft. from parcel	GREEN
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time < 5 min.	GREEN
Emergency Services Police	Meets response time goals most of the time	GREEN
Pathways	Within 1/4 mile of current pathways	GREEN
Transit	Within 1/4 mile of future transit route	YELLOW
Arterial Road Buildout Status	Ultimate configuration (# of lanes in master streets plan) matches existing (# of lanes)	GREEN
School Walking Proximity	Within 1/2 mile walking	GREEN
School Drivability	Either a High School or College within 2 miles OR a Middle or Elementary School within 1 mile driving (existing or future)	GREEN
Park Walkability	No park within walking distance by park type	RED

INDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION & ORDER
R (Jump Time MDA – H-2025-0011)



E. Original Concept Plan

Exhibit A: Proposed Conceptual Development Plan



F. New Concept Plan



G. Existing Development Agreement

ADDENDUM TO DEVELOPMENT AGREEMENT

- PARTIES:**
1. City of Meridian
 2. Babcock, L.L.C., an Idaho limited liability company, Owner/Developer

THIS ADDENDUM TO DEVELOPMENT AGREEMENT is dated this 7th day of July, 2016, ("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 **Babcock, L.L.C.**, an Idaho limited liability company ("OWNER/DEVELOPER"), whose address is 1379 N. Cloverdale Road, Boise, Idaho 83713.

RECITALS

A. CITY and OWNER/DEVELOPER entered into that certain Development Agreement that was recorded on January 19, 2011 in the real property records of Ada County as Instrument No. 111006191 ("DEVELOPMENT AGREEMENT")

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

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 original Development Agreement, 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:

1. *Future development of this site shall substantially comply with the conceptual development plan included in Exhibit "A". The applicant shall incorporate a pedestrian circulation plan that provides interconnectivity within the proposed development and pedestrian connections to E. Franklin Road. The plan shall be submitted with the first certificate of zoning compliance application.*

2. *Certificate of Zoning Compliance and Administrative Design Review applications are required to be submitted to the Planning Department for approval of all future buildings/uses on the site, prior to issuance of building permits.*
3. *Direct access to E. Franklin Road is limited to the access shown on the conceptual development plan approved with this application. Cross-access shall be provided to the property to the west (parcel #S1117120630) and the property to the east (parcel #S1117110201) for future interconnectivity. A recorded copy of the cross-access agreement(s) shall be provided with the first Certificate of Zoning Compliance application.*
4. *Any existing domestic well system within this project shall be removed from domestic service per City Ordinance Section 9-1-4 and 9-4-8. Contact the City of Meridian Engineering Department at (208)898-5500 for inspections of disconnection of services. Wells may be used for non-domestic purposes such as landscape irrigation if approved by Idaho Department of Water Resources Contact Robert B. Whitney at (208)334-2190.*
5. *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.*
6. *The uses allowed pursuant to this agreement are those uses allowed in the C-C zoning district listed in UDC Table 11-2B-2 except for the following: drinking establishments, fuel sales facility, minor vehicle repair, vehicle washing facility, wireless communication facility and vehicle sales and rentals.*
7. *All future development of the subject property shall comply with City of Meridian ordinances in effect at the time of development.*
8. *The developer/owner shall be responsible for all costs associated with sewer and water service installation.*
9. *The developer/owner shall construct an 8-foot vinyl fence along the west boundary of the property and a 6-foot fence that matches the existing fence that matches the existing fence adjacent to the southern property boundary and terminate on the western property boundary at the northeast corner of the Yoder Property (Parcel #R3273150110). The owner/developer shall coordinate with the adjacent property owners on the construction of the respective fences.*
10. *The owner/developer shall construct a 35-foot wide street buffer adjacent to Franklin Road and a 20-foot landscape buffer adjacent to the west and southern property boundary and a 5-foot wide landscape buffer on the east property boundary in accordance with UDC 11-3B-7 and UDC 11-3B-9.*
11. *Any buildings along the southern property boundary shall not exceed 35 feet in height to maintain compatibility with the adjacent residential properties.*

H. Proposed Revisions

1. Future development of this site shall substantially comply with the revised conceptual development plan dated March 28th, 2025, included in Section VI and the provisions contained herein. ~~The applicant shall incorporate a pedestrian circulation plan that provides interconnectivity within the proposed development and pedestrian connections to E. Franklin Road. The plan shall be submitted with the first certificate of zoning compliance application.~~
2. Certificate of Zoning Compliance and Administrative Design Review applications are required to be submitted to the Planning Department for approval of all future buildings/uses on the site, prior to issuance of building permits.
3. Direct access to E. Franklin Road is limited to the access shown on the conceptual development plan approved with this application. Cross-access shall be provided to the property to the west (parcel #S1117120630) and the property to the east (parcel #S1117110201) for future interconnectivity. A recorded copy of the cross-access agreement(s) shall be provided with the first Certificate of Zoning Compliance application.
4. Any existing domestic well system within this project shall be removed from domestic service per City Ordinance Section 9-1-4 and 9 4 8, within 6 months after the date of annexation ordinance approval. Contact the City of Meridian Engineering Department at (208)898-5500 for inspections of disconnection of services. Wells may be used for non-domestic purposes such as landscape irrigation if approved by Idaho Department of Water Resources Contact Robert B. Whitney at (208)334-2190.
5. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9-4-8.
6. The uses allowed pursuant to this agreement are those uses allowed in the C-C zoning district listed in UDC Table 11-2B-2 except for the following: drinking establishments, fuel sales facility, ~~minor vehicle repair~~, vehicle washing facility, wireless communication facility, and vehicle sales and rentals.
7. Bring the existing landscaping buffers and parking lot landscaping into conformity with UDC 11-3B.
8. All future development of the subject property shall comply with City of Meridian ordinances in effect at the time of development.
9. The developer/owner shall be responsible for all costs associated with sewer and water service installation.
10. The developer/owner shall construct an 8-foot vinyl fence along the west boundary of the property and a 6-foot fence that matches the existing fence that matches the existing fence adjacent to the southern property boundary and terminate on the western property boundary at the northeast corner of the Yoder Property (Parcel # R3273150110). The owner/developer shall coordinate with the adjacent property owners on the construction of the respective fences.
11. The developer/owner shall construct a 35-foot-wide street buffer adjacent to Franklin Road and a ~~20~~ 25-foot landscape buffer adjacent to the west and southern property boundary, and a 5-foot-wide landscape buffer on the east property boundary in accordance with UDC 11-3B-7 and UDC 11-3B-9.
12. Any buildings along the southern property boundary shall not exceed 35 feet in height to maintain compatibility with the adjacent residential properties.