

FOURTH ADDENDUM TO DEVELOPMENT AGREEMENT

PARTIES: 1. City of Meridian
2. **Martin L. Hill, Hill & Hill Properties, L.P.**, Owner/Developer

THIS F O U R T H ADDENDUM TO DEVELOPMENT AGREEMENT is dated this ___ day of _____, 2020, ("FOURTH 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 **Martin L. Hill , Hill & Hill Properties, L.P.**, whose address is 3625 E. Amity Road, Meridian, Idaho 83642, hereinafter called OWNER/DEVELOPER.

RECITALS

A. City and OWNER/DEVELOPER entered into that certain Development Agreement that was recorded on July 9, 2015 in the real property records of Ada County as Instrument No. 2015-061375 ("DEVELOPMENT AGREEMENT") and Addendum to Development Agreement that was recorded on December 8, 2016 in the real property records of Ada County as Instrument No. 2016-119080 ("ADDENDUM TO DEVELOPMENT AGREEMENT"); a Second Addendum to Development Agreement that was recorded on April 24, 2019 in the real property records of Ada County as Instrument No. 2019-033207 ("SECOND ADDENDUM TO DEVELOPMENT AGREEMENT") and the Third Addendum to Development Agreement that was recorded on May 20, 2020 in the real property records of Ada County as Instrument No. 2020-059662 ("THIRD ADDENDUM TO DEVELOPMENT AGREEMENT") and a

B. City and OWNER/DEVELOPER now desire to amend the Development Agreement (Instrument no. 2015-063175), the Addendum to Development Agreement (Instrument no. 2016-119080) and the Second Addendum to Development Agreement (Instrument no. 2019-033207) and the Third Addendum to Development Agreement that was recorded on May 20, 2020 in the real property records of Ada County as Instrument No. 2020-059662 with this Fourth Addendum to Development Agreement which terms have been approved by the Meridian City Council in accordance with Idaho Code § 67-6511 on August 11, 2020.

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 and all subsequent Addendums, except as follows:

5. CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:

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

- a. Business hours of operation in the C-N district shall be limited from 6:00 am to 10:00 pm as set forth in UDC11-2B-3A.4, except for the YMCA which is allowed to operate from 5:00 am to 10:00 pm. The residential care facility use does not violate the limitation on the hours of operation.
- b. Future development of this site shall be generally consistent with the amended concept plans dated October 30, 2019, included in the Staff Report attached to the Findings of Fact and Conclusions of Law from the modification to development agreement (H-2019-0134), attached hereto as Exhibit "A".
- c. Future development of this site should include a pedestrian pathway network that links the mixed use area with the residential and the elementary school/YMCA site as well as adjacent off-site properties. Vehicular connections should also be provided for interconnectivity within the site.
- d. The existing home in the R-8 zoning district that is proposed to remain at the south boundary of the annexation area midway between S. Eagle Road and S. Hillsdale Avenue shall be required to hook up to City water and sewer service within 60 days of the final platting of the estate lots, per MCC 9-1-4A; the existing home that fronts on E. Amity Road that is proposed to be removed with redevelopment of the site and the existing home that fronts on S. Hillsdale Avenue that is proposed to remain in the C-N district as long as the Hill's reside there are not required to hook up to City services.
- e. The rear or sides of homes on lots that face S. Eagle Road shall incorporate articulation through changes in materials, color, modulation, and architectural elements (horizontal and vertical) to break up monotonous wall planes and roof lines.
- f. To ensure future development is consistent with the objectives and vision of the MU-N designation the following items will be considered in reviewing development applications:
 - i. Community serving facilities (i.e. a school, park, YMCA, library, hospitals, churches, daycares, civic buildings, or public safety facilities) should be provided;
 - ii. Street sections consistent with the Ada County Highway District Master Street Map are required;
 - iii. Neighborhood serving uses and dwellings should be integrated;
 - iv. Residential uses should comprise a minimum of 40% of the development area with *net* densities ranging from 4 to 8 units per acre with supporting non-residential services. Non-residential uses should be smaller scale and provide a good or service that people typically don't travel more than a mile for and need regularly;
 - v. Non-residential buildings should be proportional to and blend in with residential buildings consistent with the design guidelines and conceptual elevations presented by the Owner/Developer and approved by City Council included in Exhibit J of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit "A";
 - vi. Employment opportunities for those living in the neighborhood are encouraged;

- vii. The mixed use project should be directly accessible to neighborhoods within the section by both vehicles and pedestrians;
 - viii. Planning of the C-N property north of the park and YMCA shall consider appropriate visibility, parking and emergency access to the future neighborhood park.
 - ix. Sample uses appropriate in the MU-N area would include: townhouses, multi-family developments, neighborhood grocer, drug stores, coffee/sandwich/ice-cream shops, vertically integrated buildings, live-work spaces, dry cleaner/laundromat, salons/spas, daycares, neighborhood-scale professional offices, medical/dental clinics, gift shops, schools, parks, churches, clubhouses, public uses, and other appropriate neighborhood uses.
- g. The R-8 and R-15 zoned residential portions of the annexation area shall be subdivided prior to issuance of any building permits beyond those required for the community center complex on Lot 101 as shown on the revised conceptual development plan dated October 30, 2019; building permit(s) for the community center complex may be issued prior to subdivision of the property. Subdivision of the C-N and C-C zoned commercial portions of the annexation area is not required prior to issuance of building permits.
 - h. The buildings in the retail/professional office area shown on the conceptual development plan shall be arranged to create some form of common, usable area, such as a plaza or green space as desired in Mixed Use designated areas as set forth in the Comprehensive Plan.
 - i. Building sizes in the commercial retail/office portion of the development shall be limited to a 20,000 square foot building footprint as desired in MU-N designated areas in accord with the Comprehensive Plan (see page 25). *If a structure contains a mix of both residential and office, or residential and commercial land uses, the maximum building size may exceed 20,000 square feet.*
 - j. A through driveway shall be provided on the Hill Property (Lot 150, Block 1) from E. Hill Park Lane to W. Rockhampton Ct. for emergency access purposes.

2. OWNER/DEVELOPER agrees to abide by all ordinances of the City of Meridian that are consistent with the terms of the Development Agreement and the Project Site shall be subject to de-annexation if the DEVELOPER, or their assigns, heirs, or successors shall not meet the conditions of this Addendum as herein provided, and the Ordinances of the City of Meridian that are consistent with the terms of the Development Agreement and all Addendums

3. If any provision of this F o u r t h Addendum is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Fourth Addendum and the invalidity thereof shall not affect any of the other provisions contained herein.

4. This Fourth 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 Fourth

Addendum shall be binding upon the parties hereto unless reduced in writing and signed by them or their successors in interest or their assigns, and pursuant, with the respect to City, to a duly adopted ordinance or resolution of City.

5. Except as herein provided, no condition governing the uses and/or conditions governing development of the subject Project Site 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.

6. This Fourth Addendum shall be effective as of the date herein above written.

7. Except as amended by this Fourth Addendum, all terms of the Development Agreement, Addendum to Development Agreement, Second Addendum to Development Agreement and Third Addendum to Development Agreement shall remain in full force and effect.

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:



Martin L. Hill

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

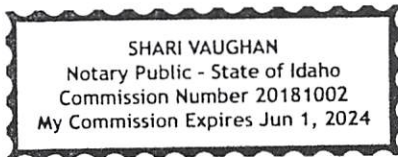
Chris Johnson, City Clerk

STATE OF IDAHO,)
 : ss
County of Ada)

On this 24th day of August, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **Martin L. Hill**, ~~known or identified to me to be the~~ SR of ~~Hill & Hill Properties, L.P.~~ who signed above and acknowledged to me that he executed the same of behalf of said partnership.

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)



Shari Vaughan
Notary Public for Idaho
Residing at: Eagle, Idaho
My Commission Expires: 6-1-2024

STATE OF IDAHO)
 : ss
County of Ada)

On this _____ day of _____ 2020, 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 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: _____