

## DEVELOPMENT AGREEMENT

- PARTIES:**
1. City of Meridian
  2. HV-ER, LLC, Owner/Developer
  3. HV-55, LLC, Owner/Developer

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this 9<sup>th</sup> day of JULY, 2024, 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 **HV-ER, LLC**, whose address is 1775 W. State Street, Suite 340, Boise, Idaho 83702, hereinafter called “**OWNER/DEVELOPER**,” and **HV-55, LLC**, whose address is 1775 W. State Street, Suite 340, Boise, Idaho 83702, 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, currently identified as parcel R0945580265 and parcel R0945580275 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 recorded in Ada County as Instrument No. 104107406 and any amendments thereto, and 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 28<sup>th</sup> of May, 2024, 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 (Instrument No. 104107406), and any amendments thereto, 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 that 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 **HV-ER, LLC**, whose address is 1775 W. State Street, Suite 340, Boise, Idaho 83702 and **HV-55, LLC**, whose address is 1775 W. State Street, Suite 340, Boise, Idaho 83702, the parties that own and are developing said Property and shall include any subsequent owner(s)/developer(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 parcels to be removed from existing Development Agreement recorded in Ada County as Instrument No. 104107406 and any amendments thereto, with such parcels 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 this site shall be generally consistent with the concept plan and conceptual building elevations included in Section VIII 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. The future use of this site is limited to the self-service storage facility, office, and retail uses. The self-storage building shall not exceed fifty (50) feet in height, including the parapet.

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 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 necessary.

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 sufficient surety of performance is 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:

<b>CITY:</b>	with copy to:
City Clerk	City Attorney
City of Meridian	City of Meridian
33 E. Broadway Ave.	33 E. Broadway Ave.
Meridian, Idaho 83642	Meridian, Idaho 83642

<b>OWNER/DEVELOPER:</b>	
HV-ER, LLC	HV-55, LLC
1775 W. State St., Ste. 340	1775 W. State St., Ste. 340
Boise, ID 83702	Boise, ID 83702

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.]





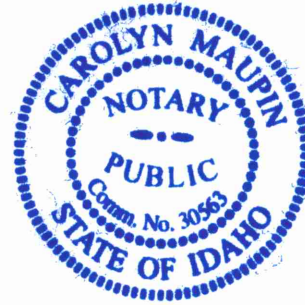
ACKNOWLEDGMENTS

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

OWNER:  
HV-ER, LLC



By: Hosac Ventures LLC, its Manager  
By: Kenneth W. Hosac, Manager of Hosac Ventures LLC

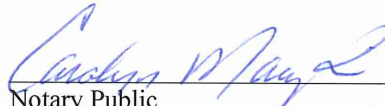


STATE OF IDAHO )  
 : ss:  
County of Ada )

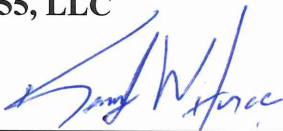
On this 9<sup>th</sup> day of July, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kenneth W. Hosac**, known or identified to me to be the **Manager of Hosac Ventures, LLC, the Manager of HV-ER, LLC** and the person who signed above and acknowledged to 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.

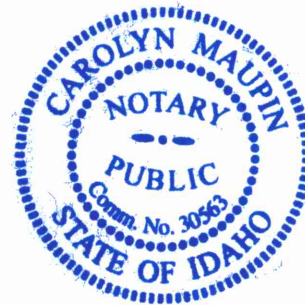
(SEAL)

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 6/23/27

OWNER:  
HV-55, LLC



By: Hosac Ventures LLC, its Manager  
By: Kenneth W. Hosac, Manager of Hosac Ventures LLC

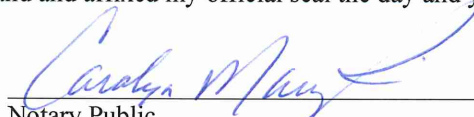


STATE OF IDAHO )  
 : ss:  
County of Ada )

On this 9<sup>th</sup> day of July, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kenneth W. Hosac**, known or identified to me to be the **Manager of Hosac Ventures, LLC, the Manager of HV-55, 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.

(SEAL)

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 6/23/27

**CITY OF MERIDIAN**

**ATTEST:**

By: \_\_\_\_\_  
Mayor Robert E. Simison

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

STATE OF IDAHO        )  
                                  : ss  
County of Ada         )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, 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: \_\_\_\_\_



# EXHIBIT A



**TEALEY'S LAND  
SURVEYING**

12594 W. Explorer Drive, Suite 150 • Boise, Idaho 8371  
(208) 385-0636  
Fax (208) 385-0696

Project. No.: 4964  
Date: August 2, 2022

## DESCRIPTION FOR PARCEL D – HV-55 LLC

A parcel of land being a portion of Lot 26 of Block 1 of Bienville Square Subdivision, filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 102 of Plats at page 13495, as shown on Record of Survey No. 13619, filed for record in the office of the Ada County Recorder, Boise, Idaho under Instrument No. 2022-077163 lying in the NE 1/4 of Section 5, T.3N., R.1E., B.M., Meridian, Ada County, Idaho and more particularly described as follows:

**BEGINNING** at the Northwest corner of said Lot 26, marked by a 1/2" iron pin; thence along the North boundary of said Lot 26

South 89°22'40" East 173.71 feet to the Northeast corner of said Lot 26, marked by a 1/2" iron pin; thence along the East boundary of said Lot 26

South 00°34'36" West 193.10 feet to a point marked by PK Nail and Washer; thence leaving said East boundary

North 89°15'40" West 86.68 feet to a point marked by a 1/2" iron pin; thence at right angles

South 00°44'20" West 45.77 feet to a point marked by a 1/2" iron pin; thence at right angles

North 89°15'40" West 87.09 feet to a point on the West boundary of said Lot 26, marked by a 1/2" iron pin; thence along said West boundary

North 00°37'20" East 238.51 feet to the **POINT OF BEGINNING**,

Said parcel of land contains 0.861 acres, more or less.





Project. No.: 4964  
Date: August 2, 2022

**DESCRIPTION FOR  
PARCEL E – HV-55 LLC**

A parcel of land being a portions of Lots 26 and 27 of Block 1 of Bienville Square Subdivision, filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 102 of Plats at page 13495, as shown on Record of Survey No. 13619, filed for record in the office of the Ada County Recorder, Boise, Idaho under Instrument No. 2022-077163 lying in the NE 1/4 of Section 5, T.3N., R.1E., B.M., Meridian, Ada County, Idaho and more particularly described as follows:

Commencing at the Northwest corner of said Lot 26, marked by a 1/2" iron pin; thence along the West boundary of said Lot 26

South 00°37'20" West 238.51 feet to a point marking the **POINT OF BEGINNING**, marked by a 1/2" iron pin; thence leaving said West boundary

South 89°15'40" East 87.09 feet to a point marked by a 1/2" iron pin; thence at right angles

South 00°44'20" West 119.23 feet to a point marked by a 1/2" iron pin; thence at right angles

South 89°15'40" East 264.00 feet to a point on the East boundary of said Lot 27, marked by a 1/2" iron pin; thence along said East boundary

South 01°14'39" West 36.72 feet to a point marked by a 1/2" iron pin; thence continuing

South 00°00'00" East 272.68 feet to a point marked by a 1/2" iron pin; thence leaving said East boundary

North 90°00'00" West 52.78 feet to a point on the South boundary of said Lot 27, marked by a 1/2" iron pin; thence along said South boundary

North 42°20'36" West 111.69 feet to a point marked by a 1/2" iron pin; thence continuing and along the South boundary of said Lot 26

North 71°26'39" West 254.61 feet to the Southwest corner of said Lot 26, marked by a 1/2" iron pin; thence along said West boundary of Lot 26

North 12°47'01" East 69.51 feet to a point marking a point of beginning of curve, marked by a 5/8" iron pin; thence continuing along the arc of a curve to the left 20.08 feet, said curve having a radius of 65.00 feet, a central angle of 17°42'00" and a long chord bearing

Project No.:4964  
Date: August 2, 2022

Page 2

North 9°28'20" East 20.00 feet to a point marking the point or ending of curve,  
marked by a 5/8" iron pin; thence continuing  
North 00°37'20" East 182.06 feet to the **POINT OF BEGINNING**,

Said parcel of land contains 2.082 acres, more or less.



## EXHIBIT B

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



**In the Matter of the Request for Conditional Use Permit and Development Agreement Modification, by Peter Stuhlreyer, Designhaus Architecture, LLC.**

**Case No(s). H-2023-0058**

**For the City Council Hearing Date of: May 7, 2024 (Findings on May 28, 2024)**

**A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of May 7, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of May 7, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of May 7, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of May 7, 2024, 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 May 7, 2024, 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 Conditional use Permit and Development Agreement Modification is hereby approved per the conditions of approval in the Staff Report for the hearing date of May 7, 2024, 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 May 7, 2024

By action of the City Council at its regular meeting held on the 28th day of May, 2024.

COUNCIL PRESIDENT LUKE CAVENER	VOTED <u>AYE</u>
COUNCIL VICE PRESIDENT LIZ STRADER	VOTED <u>AYE</u>
COUNCIL MEMBER DOUG TAYLOR	VOTED <u>AYE</u>
COUNCIL MEMBER JOHN OVERTON	VOTED <u>AYE</u>
COUNCIL MEMBER ANNE LITTLE ROBERTS	VOTED <u>AYE</u>
MAYOR ROBERT SIMISON (TIE BREAKER)	VOTED _____

  
\_\_\_\_\_  
Mayor Robert E. Simison 5-28-2024

Attest:

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

  
5-28-2024

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

By:   
\_\_\_\_\_  
City Clerk's Office

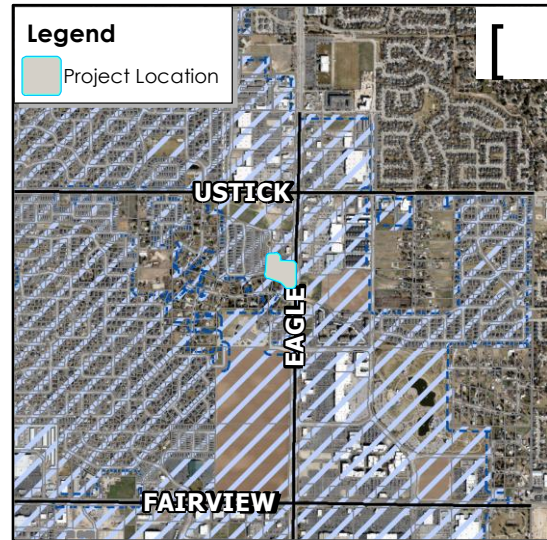
Dated: 5-28-2024



**STAFF REPORT**  
**COMMUNITY DEVELOPMENT DEPARTMENT**



HEARING DATE: May 7, 2024  
 TO: Mayor & City Council  
 FROM: Linda Ritter, Associate Planner  
 208-884-5533  
 SUBJECT: H-2023-0058 Cityside Storage – MDA, CUP  
 LOCATION: 2755 N. Eagle Road in the NE ¼ of Section 5, Township 3N., Range 1E.



**I. PROJECT DESCRIPTION**

Modification to the existing Development Agreements (DA) (Inst. #104107406 amended as Inst. #107044347) to exclude the subject property and parcel #R0945580265, which limits the types of uses and building square footage to 32,500. The new DA would allow one of the properties to develop with a storage facility and increase the building square footage to 135,000 square feet with a building footprint of 32,500; and a Conditional Use Permit for a storage facility, self-service.

**II. SUMMARY OF REPORT**

A. Project Summary

Description	Details
Acreage	2.08 acres
Future Land Use Designation	Mixed-Use Regional (MU-RG)
Existing Land Use	Vacant
Proposed Land Use(s)	Storage Facility, Self-Service
Current Zoning	General Retail & Service Commercial (C-G)
Physical Features (waterways, hazards, flood plain, hillside)	NA
Neighborhood meeting date; # of attendees:	9/26/2023 via Zoom; 0 people attended
History (previous approvals)	AZ 05-057, RZ-05-019, PP-05-019, CUP-05-052, PS-05-002, FP-07-012, and DA Instr. #1040107406 & #107044347; PBA-2022-0021



**III. APPLICANT INFORMATION**

A. Applicant:

Peter Stuhlreyer, Designhaus Architecture, LLC – 3300 Auburn Road, Suite 300, Auburn Hills, MI 48236

B. Owner:

Kent Hosac – 1775 W. State Street, Suite 340, Boise, ID 83702

C. Agent/Representative:

Same as Applicant

**IV. NOTICING**

	<b>Planning &amp; Zoning Posting Date</b>	<b>City Council Posting Date</b>
Newspaper Notification	3/5/2024	4/19/2024
Radius notification mailed to properties within 500 feet	3/1/2024	4/19/2024
Public hearing notice sign posted on site	3/6/2024	4/25/2024
Nextdoor posting	3/4/2024	4/19/2024

**V. COMPREHENSIVE PLAN ([HTTPS://WWW.MERIDIANCITY.ORG/COMPPLAN](https://www.meridiancity.org/compplan)):**

A. Future Land Use Map Designation (<https://www.meridiancity.org/compplan>)

This property is designated Mixed Use Regional on the Future Land Use Map (FLUM).

This designation provides a mix of employment, retail, and residential dwellings and public uses near major arterial intersections for a full range of commercial uses to serve area residents and visitors. The intent is to integrate a variety of uses together, including residential, and to avoid predominantly single use developments such as a regional retail center with only restaurants and other commercial uses. Developments should be anchored by uses that have a regional draw with the appropriate supporting uses. Desired uses may include entertainment uses, major employment centers, clean industry, and other appropriate regional-serving most uses. Sample zoning include: R-15, R-40, TN-C, C-G and M-E.

No changes to the FLUM designation or zoning is proposed with this application.

B. Comprehensive Plan Policies (<https://www.meridiancity.org/compplan>):

Staff finds the following Comprehensive Plan policies to be applicable to this application and apply to the proposed use of this property (staff analysis in *italics*):

- “Permit new development only where it can be adequately served by critical public facilities and urban services at the time of final approval, and in accord with any adopted levels of service for public facilities and services.” (3.03.03F)

*City water and sewer service is available and can be extended by the developer of the property proposed to be annexed with development in accord with UDC 11-3A-21.*

- “Encourage compatible uses and site design to minimize conflicts and maximize use of land.” (3.07.00)

*Storage facilities, self-serviced is an allowed use in the C-G zoning district through an approved conditional use permit. Although the operation of a storage facility could be fairly low impact, the current development agreement does not allow the use. Staff feels the design of the proposed development is not compatible for the following reasons:*

- *Excessive Height: The proposed building is set to exceed the height of the tallest building in the immediate area significantly. This excessive height can lead to issues such as visual impact, overshadowing neighboring structures, or altering the character of the area.*
  - *Visual Impact: The disproportionate height of the building may disrupt the visual harmony of the surrounding area. It could potentially create an eyesore or clash with the existing aesthetic.*
  - *Overshadowing: The height of the proposed building might cast shadows over neighboring structures, impacting their natural lighting and potentially their functionality.*
  - *Character of the Area: The proposed development may alter the character of the neighborhood or area. Maintaining compatibility with existing structures is crucial for preserving the overall aesthetics and functionality of the neighborhood.*
- “Require all new development to create a site design compatible with surrounding uses through buffering, screening, transitional densities, and other best site design practices.” (3.07.01A)

*With development a landscaped street buffer will be required along N. Cajun Lane. There is an existing pathway along the south side of the property in which the applicant is proposing additional buffer for the residential properties to the south in accord with UDC standards.*

- “Ensure development is connected to City of Meridian water and sanitary sewer systems and the extension to and through said developments are constructed in conformance with the City of Meridian Water and Sewer System Master Plans in effect at the time of development.” (3.03.03A)

*The proposed development will be required to connect to City water and sewer systems with development; services are required to be provided to and through this development in accord with current City plans.*

- “Require appropriate landscaping, buffers, and noise mitigation with new development along transportation corridors (setback, vegetation, low walls, berms, etc.).” (3.07.01C)

*A 25-foot wide street buffer is required to be provided with development along N. Eagle Rd., an arterial street, per UDC Table 11-2B-3, landscaped per the standards in UDC 11-3B-7C. There is an existing landscape buffer along N. Eagle Road. The property owner is proposing an additional ten (10’) feet of landscaping along N. Eagle Road which exceed the required UDC standards.*

- “Reduce the number of existing access points onto arterial streets by using methods such as cross-access agreements, access management, and frontage/backage roads, and promoting local and collector street connectivity.” (6.01.02B)

*Access to the property is via N. Cajun Lane, a private road. There is no direct access to N. Eagle Road from the property.*

- “Require urban infrastructure be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities.” (3.03.03G)

*Curb, gutter and sidewalk was constructed with the road widening project along N. Eagle Rd.*

*Hook-up to City water and sewer service is required with development.*

- “Support beautiful and high quality development that reinforces neighborhood character and sustainability.” (5.01.02)

*Although the design of the building may be acceptable, the proposed building is set to exceed the height of the tallest building in the immediate area significantly. This excessive height can lead to issues such as visual impact, overshadowing neighboring structures, or altering the character of the area.*

- “Support and protect the identity of existing residential neighborhoods.” (5.01.02E)

*Staff feels this proposal does not protect the identity of the existing residential neighborhood as the height of the proposed storage facility exceeds the tallest building in the immediate area by a significant margin. This may lead to visual impact, overshadowing neighboring structures, or altering the character of the area. Maintaining compatibility with the existing structures can be crucial for the overall aesthetics and functionality of a neighborhood or area.*

## **VI. STAFF ANALYSIS**

The Applicant proposes to develop this site with a four (4) story self-service storage facility containing 777 units and 15 exterior drive up self service storage units in climate controlled structures for a total of 792 units.

The proposed use is subject to the following Specific Use Standards (UDC 11-4-3-34) – Storage Facility, Self-Service: (*Staff analysis in italics*)

- A. Storage units and/or areas shall not be used as dwellings or as a commercial or industrial place of business. The manufacture or sale of any item by a tenant from or at a self-service storage facility is specifically prohibited.
- B. On site auctions of unclaimed items by the storage facility owners shall be allowed as a temporary use in accord with Chapter 3, Article E, "temporary use requirements", of this Title.
- C. The distance between structures shall be a minimum of twenty-five (25) feet.
- D. The storage facility shall be completely fenced, walled, or enclosed and screened from public view. Where abutting a residential district or public road, chain-link shall not be allowed as fencing material.
- E. If abutting a residential district, the facility hours of public operation shall be limited to 6:00 a.m. to 11:00 p.m.
- F. A minimum twenty-five-foot wide landscape buffer shall be provided where the facility abuts a residential use, unless a greater buffer width is otherwise required by this title. Landscaping shall be provided as set forth in subsection 11-3B-9.C of this Title.
- G. If the use is unattended, the standards in accord with [Section 11-3A-16](#), "self-service uses", of this Title shall also apply. *The use will be unattended.*
- H. The facility shall have a second means of access for emergency purposes as determined by the Fire Marshal.
- I. All outdoor storage of material shall be maintained in an orderly manner so as not to create a public nuisance. Materials shall not be stored within the required yards. Stored items shall not block sidewalks or parking areas and may not impede vehicular or pedestrian traffic.
- J. The site shall not be used as a "vehicle wrecking or junk yard" as herein defined.



K. For any use requiring the storage of fuel or hazardous material, the use shall be located a minimum of one thousand (1,000) feet from a hospital.

**Dimensional Standards (UDC [11-2](#)):**

*The proposal would meet the dimensional standards for setbacks, landscape buffers, parking and height requirements. However, the existing development agreement does not allow storage facilities as a use without an amendment.*

*Staff finds the proposed storage facility, self-service if approved at the requested height and square footage would not maintain compatibility with existing structures which is crucial not only for aesthetics but also for the functional integration of the new development into the community.*

*The proposed height will not be harmonious with adjacent residential and commercial uses and will negatively impact these uses as it may lead to overshadowing of neighboring structures, and alterations to the area's character which are a concern. Therefore staff recommends the building height not exceed 35 feet in height which is consistent with the adjacent structures in the area.*

**Hours of Operations (UDC [11-2B-3B](#)):**

The UDC (11-2B-3B) limits business hours of operation in the C-G zoning district from 6:00 a.m. to 11:00 p.m. when the property abuts a residential use or district; extended hours may be requested through a CUP. These restrictions apply to all business operations occurring outside an enclosed structure, including, but not limited to, customer or client visits, trash compacting, and deliveries. These restrictions do not apply to business operations occurring within an enclosed structure, including, but not limited to, cleaning, bookkeeping, and after hours work by a limited number of employees.

*The applicant is proposing to operate the business within the following hours: Monday through Sunday - 6 a.m. to 11 p.m.*

**Access (UDC [11-3A-3](#), [11-3H-4](#)):**

*Access to the site is from the existing forty-foot (40') private road N. Cajun Lane via Ustick Road or E. Seville Lane from N. Eagle Road. There is no direct access to the property from N. Eagle Road.*

**Parking (UDC [11-3C](#)):**

*A minimum of one (1) off-street parking space is required for every 500 square feet (s.f.) of gross floor area of the office space – parking is not required for the storage structures. Based on 862 s.f., a minimum of one (1) parking space is required. A total of eight (8) parking spaces are proposed, exceeding UDC the minimum standards.*

*A minimum of one (1) bicycle parking space is required for every 25 vehicle parking spaces per UDC 11-3C-6G. Bases on eight (8) vehicle parking spaces, a minimum of one (1) bicycle parking space is required. A bicycle rack is depicted on the landscape plan.*

**Sidewalks (UDC [11-3A-17](#)):**

*There is an existing detached ten (10) foot sidewalk along N. Eagle Road and an existing five (5) foot sidewalk along N. Cajun Lane. Per the Parks Department, multi-use pathways already exist in this area. No additional pathways are required with this project. Pedestrian lighting along Eagle Road shall meet the requirements of UDC 11-3H—4C post and luminaire. Historical type lighting per the Meridian city standard specifications, except the height shall be fourteen (14) feet.*

**Landscaping (UDC [11-3B](#)):**

*There is an existing twenty (20) foot landscape buffer with a ten (10) foot detached sidewalk along N. Eagle Road an arterial street. The property owner is proposing an additional ten (10) feet of landscaping along N. Eagle Road which shall be installed per the standards listed in UDC 11-3B-7C.*

*A 25-foot wide buffer is required to the residential land use to the north as set forth in UDC Table 11-2C-3 and 11-4-3-34F, landscaped per the standards listed in UDC 11-3B-9C.*

*There is existing landscaping along the multi-use pathway along the southern property boundary which was installed with the previous development per the standards listed in UDC 11-3B-12C.*

*There are no existing trees on this site other than the landscaping along the pathway which will not be removed and protected during construction.*

**Fencing (UDC [11-3A-6](#), [11-3A-7](#)):**

*The site plan depicts a faux stucco wall enclosing the property.*

**Outdoor Lighting (UDC [11-3A-11](#))**

*All outdoor lighting is required to comply with the standards listed in UDC 11-3A-11C. Light fixtures that have a maximum output of 1,800 lumens or more are required to have an opaque top to prevent up-lighting; the bulb shall not be visible and shall have a full cutoff shield in accord with Figure 1 in UDC 11-3A-11C.*

**Utilities (UDC [11-3A-21](#)):**

*Water and sewer services were installed with the construction of N. Cortona Way and stubbed to the parcel. Street lights were installed to the east across N. Cortona Way with the construction of N. Cortona Way. No additional street lights are being proposed with this development.*

**Waterways (UDC [11-3A-6](#)):**

*There are no waterways on the property. The Finch Lateral is located on the property to the south.*

**Structure and Design Standards (UDC [11-3A-19](#) | [Architectural Standards Manual](#)):**

*Conceptual building elevations were submitted for the proposed structure as shown in Section VIII(C). Building materials consist of metal panels and stone pattern tiles. Final design is required to comply with the design standards in the [Architectural Standards Manual](#) (ASM) and the recorded agreement.*

**DEVELOPMENT AGREEMENT MODIFICATION (MDA)**

The Applicant is requesting a modification to the existing Development Agreement [Inst. #107044347 to include storage facility as an allowed use and increase the building square footage to 135,000 square feet with a maximum building footprint of 32,500 square feet. This requires City Council action with a recommendation from the Planning Commission on the requested height and square footage.

The existing development agreement only allows uses such as retail, restaurant and office. A storage facility is not considered office nor retail as UDC 11-1A-1 defines retail as follows:



*The use of a site that offers merchandise to the public for monetary compensation. The use includes, but is not limited to, convenience stores; food stores; apparel and accessories stores; book, computer, and music stores; electronics and appliances; florists; furniture and home furnishings; general merchandise stores; health and personal care stores; hobby, office supplies, stationery and gift stores; specialty stores; sporting goods; and used merchandise stores.*

Therefore, storage facility is not allowed without an amendment to the existing development agreement.

The existing development agreement has a maximum square footage of one single building in the C-G portion of the project that shall not exceed 32,500 square feet. The applicant's request is almost four (4) times the square footage for the proposed storage facility than allotted to the existing commercial businesses within this subdivision.

**Staff recommends the applicant enter into a new development agreement (DA) as there are too many owners subject to the previous agreements. The new DA should also include parcel number R0945580265 along with a revised concept plan and commercial/office building elevations showing future development of this parcel. A provision in the new DA will limit the height of all buildings to a maximum height of thirty-five (35) feet. Fifteen (15) days prior to the City Council hearing, the applicant should provide a revised concept plan, commercial/office building elevations, and a legal description of the property that will be subject to the new DA.**

A comparison table was put together showing the square footage of the existing buildings in the area.

**Square Footage Comparison Table**

Development Name	Address	Square Feet
Cityside Storage	2775 N. Eagle Rd	126,084
Discount Tire	2821 N. Eagle Rd	6,947
Mason Retail Bldg	2847 N. Eagle Rd	5,904
Mason Creek Retail Bldg	2959 N. Eagle Rd	7,682
Duplexes	Bienville Square No. 2 & 3 – R-15	
SFRs	Bienville Square subdivision - R-8	



The comparison table showing the height of existing buildings in the area is a valuable tool for assessing the proposed development's impact on the neighborhood's visual harmony and overall character. A 64% increase in height compared to the tallest building in the immediate area is a significant difference that warrants careful consideration.

Visual impact, overshadowing of neighboring structures, and alterations to the area's character are a concern. Maintaining compatibility with existing structures is crucial not only for aesthetics but also for the functional integration of the new development into the community. The proposed development should enhance rather than detract from the overall quality and character of the area.

**Height Comparison Table**

Development Name	Address	Height
Cityside Storage	2775 N. Eagle Rd	54.5'
Discount Tire	2821 N. Eagle Rd	26'
Mason Retail Bldg	2847 N. Eagle Rd	30.2'
Mason Creek Retail Bldg	2959 N. Eagle Rd	25.46'
Duplexes	Bienville Square No. 2 & 3 – R-15	24.6'
SFRs	Bienville Square subdivision - R-8	35'

The applicant feels the proposed location will create a better transition with the existing residential areas by moving the mass of the building away from those residential areas and towards Eagle Road to the east and the existing commercial to the north. The applicant also feels the scale of the

building makes the project much more economically feasible since the high cost of the land can be spread across more units. Third, the applicant states the proposed height of 54.5 feet conforms with the existing C-G zoning allowance of 65 feet, which was a significant consideration in the developer's decision to purchase the land.

Although the applicant has put forth several arguments in favor of the proposed location and building scale, emphasizing the transition with existing residential areas, economic feasibility, and adherence to zoning regulations. Staff has concerns regarding the compatibility of the proposed building with the surrounding structures.

The applicant's points about transitioning the mass of the building away from residential areas, optimizing economic feasibility through scale, and conforming to the existing zoning regulations are significant factors. However, it's crucial to consider the visual and architectural harmony within the surrounding context.

The images provided by the applicant and staff suggest that the proposed building may not blend well with the immediate area, particularly in comparison to the existing structures. The suggestion made during the preapplication meeting, recommending a design that aligns better with the development on the east side of Eagle Road where multi-story apartment buildings are prevalent, could be a valid consideration.

Balancing economic feasibility, zoning regulations, and aesthetic integration into the existing environment is often a complex task. It may be beneficial for the applicant to explore design modifications that address the visual compatibility concerns while still meeting their economic objectives and conforming to zoning requirements.

Looking West







Looking East



Existing Development East of the Proposed Project (East Side of Eagle Road)



Based on the information provided above, staff is not in favor of recommending approval of the Development Agreement modification to increase the square footage from 32,500 to 135,000 with a 32,500 building footprint. Staff is in favor of recommending approval of the Development Agreement modification and CUP for a storage facility with a maximum height of 35 feet and building square footage of 32,500.

**VII. DECISION**

A. Staff:

***Approval:***

Staff recommends ***approval*** of the proposed modification to the Development Agreement and Conditional Use Permit per the DA provisions and conditions in Sections IX and the Findings in Section X.

B. The Meridian Planning & Zoning Commission heard this item on March 21, 2024. At the public hearing, the Commission moved to recommend approval of the subject Conditional Use Permit request.

1. Summary of Commission public hearing:

- a. In favor: Ken Hosac, CEO of Hosac Ventures, property owner
- b. In opposition: Commissioner Sandoval
- c. Commenting: Veda Ballard

- d. Written testimony: None
- e. Staff presenting application: Linda Ritter, Associate Planner
- f. Other Staff commenting on application: None
- 2. Key issue(s) of public testimony:
  - a. Proposed height of the storage facility
- 3. Key issue(s) of discussion by Commission:
  - a. Proposed height of the storage facility.
- 4. Commission change(s) to Staff recommendation:
  - a. The height be less than 54.5 feet as determined by the Council.
- 5. Outstanding issue(s) for City Council:
  - a. None

C. The Meridian City Council heard these items on May 7, 2024. At the public hearing, the Council moved to approve the subject Conditional Use Permit and Development Agreement Modification request.

- 1. Summary of the City Council public hearing:
  - a. In favor: Applicant, Ken Hosac, Cheri Ure
  - b. In opposition: Jeff Vrba
  - c. Commenting: Jeff Vrba, Cheri Ure, Geoff Wardle
  - d. Written testimony: Cory Swain – Supports the proposed project.  
Jon Hastings – Bienville Square Master Property Owners Association (BSMPOA) supports the project as proposed.  
Veda Ballard – Supports the project with a proposed height of 48 feet.  
LeeAnn Clark – Supports the proposed project.  
Brian Penfold – Bienville Square Subdivision No. 3 HOA Board supports the project as proposed.  
Bruce Dickinson – Board of Jackson Square Homeowners Association supports the project as proposed.
  - e. Staff presenting application: Linda Ritter, Associate Planner
  - f. Other Staff commenting on application: Bill Parsons, Planning Supervisor
- 2. Key issue(s) of public testimony:
  - a. Building height
- 3. Key issue(s) of discussion by City Council:
  - a. Building height and integration with the surrounding area
- 4. City Council change(s) to Commission recommendation:
  - a. Council modified DA provision







B. New Development Agreement Legal Description (4/30/24)



**TEALEY'S LAND  
SURVEYING**

12594 W. Explorer Drive, Suite 150 • Boise, Idaho 83711  
(208) 385-0636  
Fax (208) 385-0696

Project. No.: 4964  
Date: August 2, 2022

**DESCRIPTION FOR  
PARCEL D – HV-55 LLC**

A parcel of land being a portion of Lot 26 of Block 1 of Bienville Square Subdivision, filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 102 of Plats at page 13495, as shown on Record of Survey No. 13619, filed for record in the office of the Ada County Recorder, Boise, Idaho under Instrument No. 2022-077163 lying in the NE 1/4 of Section 5, T.3N., R.1E., B.M., Meridian, Ada County, Idaho and more particularly described as follows:

**BEGINNING** at the Northwest corner of said Lot 26, marked by a 1/2" iron pin; thence along the North boundary of said Lot 26

South 89°22'40" East 173.71 feet to the Northeast corner of said Lot 26, marked by a 1/2" iron pin; thence along the East boundary of said Lot 26

South 00°34'36" West 193.10 feet to a point marked by PK Nail and Washer; thence leaving said East boundary

North 89°15'40" West 86.68 feet to a point marked by a 1/2" iron pin; thence at right angles

South 00°44'20" West 45.77 feet to a point marked by a 1/2" iron pin; thence at right angles

North 89°15'40" West 87.09 feet to a point on the West boundary of said Lot 26, marked by a 1/2" iron pin; thence along said West boundary

North 00°37'20" East 238.51 feet to the **POINT OF BEGINNING**,

Said parcel of land contains 0.861 acres, more or less.





Project. No.: 4964  
Date: August 2, 2022

**DESCRIPTION FOR  
PARCEL E – HV-55 LLC**

A parcel of land being a portions of Lots 26 and 27 of Block 1 of Bienville Square Subdivision, filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 102 of Plats at page 13495, as shown on Record of Survey No. 13619, filed for record in the office of the Ada County Recorder, Boise, Idaho under Instrument No. 2022-077163 lying in the NE 1/4 of Section 5, T.3N., R.1E., B.M., Meridian, Ada County, Idaho and more particularly described as follows:

Commencing at the Northwest corner of said Lot 26, marked by a 1/2" iron pin; thence along the West boundary of said Lot 26

South 00°37'20" West 238.51 feet to a point marking the **POINT OF BEGINNING**, marked by a 1/2" iron pin; thence leaving said West boundary

South 89°15'40" East 87.09 feet to a point marked by a 1/2" iron pin; thence at right angles

South 00°44'20" West 119.23 feet to a point marked by a 1/2" iron pin; thence at right angles

South 89°15'40" East 264.00 feet to a point on the East boundary of said Lot 27, marked by a 1/2" iron pin; thence along said East boundary

South 01°14'39" West 36.72 feet to a point marked by a 1/2" iron pin; thence continuing

South 00°00'00" East 272.68 feet to a point marked by a 1/2" iron pin; thence leaving said East boundary

North 90°00'00" West 52.78 feet to a point on the South boundary of said Lot 27, marked by a 1/2" iron pin; thence along said South boundary

North 42°20'36" West 111.69 feet to a point marked by a 1/2" iron pin; thence continuing and along the South boundary of said Lot 26

North 71°26'39" West 254.61 feet to the Southwest corner of said Lot 26, marked by a 1/2" iron pin; thence along said West boundary of Lot 26

North 12°47'01" East 69.51 feet to a point marking a point of beginning of curve, marked by a 5/8" iron pin; thence continuing along the arc of a curve to the left 20.08 feet, said curve having a radius of 65.00 feet, a central angle of 17°42'00" and a long chord bearing

Project No.:4964  
Date: August 2, 2022

Page 2

North 9°28'20" East 20.00 feet to a point marking the point or ending of curve,  
marked by a 5/8" iron pin; thence continuing  
North 00°37'20" East 182.06 feet to the **POINT OF BEGINNING**,

Said parcel of land contains 2.082 acres, more or less.





# D. New Development Agreement Building Elevations (12/06/23 and 4/21/24)

**4 NORTH ELEVATION**  
SCALE: 1/8" = 1'-0"

**3 EAST ELEVATION**  
SCALE: 1/8" = 1'-0"

**2 NORTH ELEVATION**  
SCALE: 1/8" = 1'-0"

**1 SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"

**MATERIAL LEGEND**

- STONE: GRANITE
- UPPER METAL PANELS
- LOWER METAL PANELS
- UPPER METAL PANELS
- STONE PATTERN TILES
- SLAB ON ALUMINUM FRAMES
- CORROSION RESISTANT METAL SHIELD BOARD
- ALUMINUM FINISH GLASS CURTAIN WALL
- GLASS GARAGE DOOR

**DESIGNHAUS ARCHITECTURE**  
L.L.C.  
3330 ARBURN RD. SUITE 200  
TAMARAC, MI 48461-3814  
WWW.DESIGNHAUS.COM  
INFO@DESIGNHAUS.COM

**CitySide Storage**  
Elevations  
A2.1

**4 SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"

**3 WEST ELEVATION**  
SCALE: 1/8" = 1'-0"

**2 EAST ELEVATION**  
SCALE: 1/8" = 1'-0"

**1 WEST ELEVATION**  
SCALE: 1/8" = 1'-0"

**MATERIAL LEGEND**

- STONE: GRANITE
- UPPER METAL PANELS
- LOWER METAL PANELS
- UPPER METAL PANELS
- STONE PATTERN TILES
- SLAB ON ALUMINUM FRAMES
- CORROSION RESISTANT METAL SHIELD BOARD
- ALUMINUM FINISH GLASS CURTAIN WALL
- GLASS GARAGE DOOR

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INFO@DESIGNHAUS.COM

**CitySide Storage**  
Elevations  
A2.2



Sample elevations only, based on a 7,000 sf office building.  
Actual elevations will reflect future tenant preference based on a commercial "build-to-suit" offering for either office or retail.

**Hosac Ventures**

3675 N. HAZARD LN  
BOONE, CO 80422  
303.692.3401  
HosacVentures.com

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**Office, Build-to-Suit**  
303.692.3401  
HosacVentures.com

**Elevations**

**A.1**

**E. Conditional Use Permit Site Plan (12/06/23)**

**2755 N. Eagle Rd.**  
Proposed 4-Story  
Climate Controlled  
Self-Storage Building  
31,521 GSF Per Floor  
126,084 GSF Total

**OPEN SPACE CALCULATIONS**

Specified Building Coverage: 0	Permitted Building Coverage: 24.4% (No. P. 28.78%)
Proposed Building Coverage: 0.0%	Proposed Building Coverage: 0.0% (No. P. 28.78%)
Proposed Open Space: 24.4%	Proposed Open Space: 24.4%

**DECORATIVE STREET LIGHT**

**ZONING SCHEDULE OF REGULATIONS**

Regulation	Required for G-2	Provided
Setbacks	Front 10' Side 5' Rear 5'	Front 10' Side 10' Rear 5'
Building Height	Maximum: 65'	64'-0"
Coverage	Max	Max
Permits	Max	Max

**PARKING SUMMARY**

Regulation	Required	Provided
Commercial	1 Space / 100 SF Drive	10 Spaces Provided

**PROPOSED BUILDING DATA**

Area	Qty	Description	Unit
1	1	Interior Climate Controlled Self-Storage	31,521 GSF Per Floor / 126,084 GSF Total
1	1	Drive-Up Storage	3,525 GSF

**NOTES**

- The Mechanical Units
- Lighting and other details information are on lighting plans.
- Design to meet City Code of Ordinances and be approved by Building Department.

**BUMPER ENCLOSURE DETAIL**

**PARKING SPACE PAINT DETAIL**

**BOLLARD DETAIL**

**HANDICAP SIGN DETAIL**

**SITE DATA**

Regulation	Information
Permit ID	# 2023060272
Address	2755 N. Eagle Rd., Section ID: 13306
Zoning	G-2 (General Retail and Commercial)
Parcel Area	168,071 Sq. Ft. / 3.83 Acres

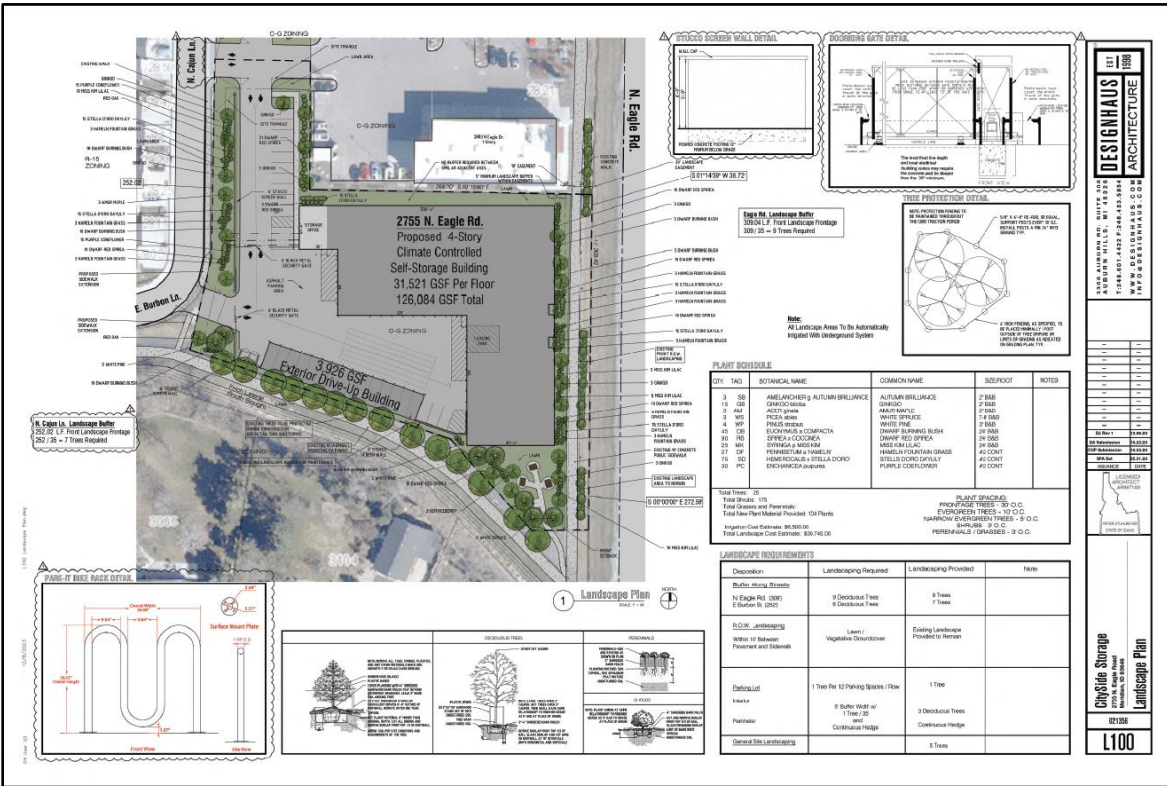
**DESIGNHAUS ARCHITECTURE**

1500 S. W. 10th St., Suite 100  
Fort Lauderdale, FL 33304  
Tel: 754.461.4427 | Fax: 754.461.4414  
www.designhaus.com

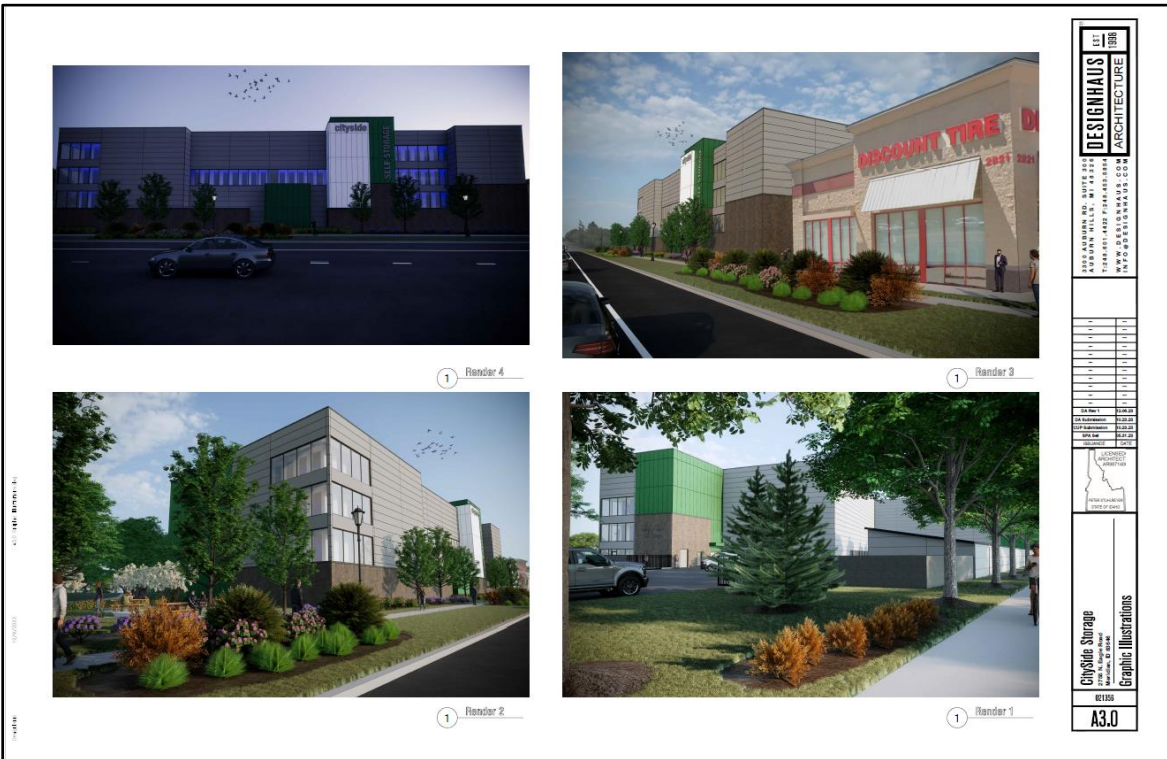
**Site Plan**

**81.1**

## F. Conditional Use Permit Landscape Plan (12/06/23)



## G. Conditional Use Permit Building Elevations (12/06/23) (NOT APPROVED)





## **D. Existing Development Agreement**

### **4. USES PERMITTED BY THIS AGREEMENT:**

The uses allowed pursuant to this Agreement are only those uses allowed under City's Zoning Ordinance codified at Meridian Unified Development Code § 11-2A-2 and 11-2B-2 which are herein specified as follows:

Construction and development of up to 54 Single Family Residential lots, 22 Multi Family Residential lots, 14 common lots and up to 7 commercial/office lots (to include up to 65,000 square feet of retail/restaurant/ and office uses in the proposed C-G zone) pertinent to AZ-05-057, PP-05-059, RZ-05-019, PS-05-002 and CUP-05-052 applications.

Part of the 28.48 acre site was approved for annexation with a Development Agreement in April, 2004 under the name of Kissler Annexation ( file no. AZ 03- 018). The DA, instrument no. 104107406, requires that any future use be approved either through a site specific CUP application or a Planned Development. A concept plan for the overall site was submitted with the application for informational purposes.

- 4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

### **5. DEVELOPMENT IN CONDITIONAL USE:**

Owner/Developer has submitted to City an application for conditional use permit site plan dated February 13, 2006, and shall be required to obtain the City's approval thereof, in accordance to the City's Zoning and Development Ordinance criteria, therein, provided, prior to, and as a condition of, the commencement of construction of any buildings or improvements on the Property that require a conditional use permit. No new buildings are approved for construction under this conceptual CUP/PD application. Except for the single family lots, all future buildings on this site shall require approval of design review at staff level prior to submittal of any Certificate of Zoning Compliance application and/or building permit.

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

- 6.1 Owner/Developer shall develop the Property in accordance with the following special conditions:

1. The site has an existing development agreement instrument No. 104107406. The entire 28.48 acres shall have a new development agreement which shall incorporate the DA from the prior approval of 2003-2004 and include any further restrictions as detailed in this report.
2. That all future uses shall not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.
3. That all future development of the subject property shall be constructed in accordance with City of Meridian ordinances in effect at the time of the development.

4. That the applicant be responsible for all costs associated with the sewer and water service extension.
5. That any existing domestic wells and/or septic systems within this project will have to be removed from their domestic service, per City Ordinance Section 5-7-517, when services are available from the City of Meridian. Wells may be used for non-domestic purposes such as landscape irrigation.
6. That the maximum building footprint square footage of the C-G portion of the project shall not exceed a 20% increase or decrease of 54,000 sq. ft. for a minimum of 43,200 sq. ft. and a maximum of 65,000 sq. ft. That the maximum square footage of one single building in the C-G portion of the project shall not exceed 32,500 square feet, which is approximately ½ of the maximum allowable commercial square feet on this property.
7. That prior to issuance of any certificate of zoning compliance all landscaping shall be constructed along the southern and eastern property boundary and along Eagle Road to the point of connection with adjoining projects. The commercial/office lots should include either a permanent easement or be redesigned to include landscaping in common lots.
8. The applicant has committed a plan to provide a pathway with specific fencing along the southern and western boundaries. The fencing plan shall be constructed as detailed at the public hearing on April 4, 2006.
9. The applicant has shown several elevations for both the alley accessed residential, condominium, and detached single family residential products. The elevations shall be in substantial conformance to the elevations presented at the April 18, 2006 hearing. These elevations shall have similar modulation and treatments to the elevations presented to council as determined by the Planning Director.
10. The elevations for the commercial/office buildings shall substantially comply with the elevations submitted by the applicant at the April 18, 2006 hearing. Further, the applicant shall coordinate with the developer of Sadie Creek Promenade to create a unified appearance throughout both projects.
11. The applicant shall coordinate with the Meridian Parks Department and Nampa Meridian Irrigation District to define the location of the multi use pathway, bridge maintenance, and landscaping along the Finch Lateral.

#### **E. Applicant's Proposed Modifications to the Development Agreement Language**

Provisions with Proposed Changes in Strike-Out/Underline Format:

#### **4 USES PERMITTED BY THIS AGREEMENT:**

- ~~4.1 Construction and development of up to 54 Single Family Residential lots, 22 Multi Family Residential lots, 14 common lots and up to 7 commercial/office lots (to include up to 65,000 square feet of retail/residential/ and office uses in in the proposed C-G zone) pertinent to AZ-05-057, PP-05-059, RZ-05-109, PS-05-002 and CUP-05-052 applications.~~
- 4.3 The construction and development of a self-storage facility on Parcel No. R0945580275 (2755 N. Eagle Road) with combined building footprints of up to 36,000 square feet and a combined gross building area over multiple stories of up to 135,000 square feet.

*Change: We propose to add a new Section 4.3 that specifies the use self-storage use and adds (for our parcel) the combined building footprints (36K sf) and the combined building area (135K sf).*

*Note: The 3<sup>rd</sup> Addendum (5/8/14) inadvertently deleted the commercial/office language in Section 4.1 of the 2<sup>nd</sup> Addendum (2/21/13), so the original commercial/office language technically no longer exists.*

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

~~6.1.6 That the maximum square footage of the C-G portion of the project shall not exceed a 20% increase or decrease of 54,000 sq. ft. for a minimum of 43,200 sq. ft. and a maximum of 65,000 sq. ft. That the maximum square footage of one single building in the C-G portion of the project shall not exceed 32,500 square feet, which is approximately ½ of the maximum allowable commercial square feet on this property.~~

6.1.6 The maximum square footage for the footprint of a single building within the C-G portion of the project shall not exceed 32,500 square feet. The maximum square footage for the combined footprints of all buildings within the C-G portion of the project shall not exceed 75,000 square feet.

*Change: We propose to change the restrictions to limit “building footprints” rather than “building area”, with limits of 32.5K sf for a single building and 75K for the entire commercial subdivision.*

*Note: The 1<sup>st</sup> Addendum (3/29/07) specifies building area limits of 32.5K sf for a single building and 65K sf for the entire commercial subdivision. The footprints of the existing buildings total 28,247 sf (according to the Ada County Parcel Viewer).*

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

~~6.1.10 The elevations for the commercial/office buildings shall substantially comply with the elevations submitted by the applicant at the April 18, 2006 hearing. Further, the applicant shall coordinate with the developer of Sadie Creek Promenade to create a unified appearance throughout both projects.~~

6.1.10 The elevations for the proposed buildings on Parcel No. R0945580275 (2755 N. Eagle Road) shall comply with the elevations in the CUP approved concurrently with this 5th Addendum. Elevation requirements for all other commercial/office buildings in the C-G portion of the project shall remain unchanged.

*Change: Comply with the new elevations contained in our CUP application rather than the elevations originally submitted on 4/18/06.*

*Note: The 1<sup>st</sup> Addendum (3/29/07) specifies compliance with the elevations submitted by the former applicant on 4/18/06.*

## **IX. CITY/AGENCY COMMENTS**

### **A. PLANNING DIVISION**

#### **1. Development Agreement Modification**

**Fifteen (15) days prior to the City Council hearing, the applicant shall provide the revised concept plan that includes parcel R0945580265, commercial/office building elevations and a legal description of the property subject to the new DA.**

1.1 The new DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council approval of the Findings. The DA shall, at minimum, incorporate the following provisions:

- a. Future development of this site shall be generally consistent with the concept plan and conceptual building elevations included in Section VIII and the provisions contained herein.
- b. The future use of this site is limited to the self-service storage facility, office, and retail uses. The self storage building shall not exceed 50 feet in height, including the parapet  
All buildings shall not exceed thirty five (35) feet in height.

## **2. Conditional Use Permit**

- 2.1 The Applicant shall comply with the specific use standards listed in UDC [11-4-3-34](#) – Self-Service Storage Facility.
- 2.2 Outdoor lighting shall comply with the standards listed in UDC [11-3A-11](#). Lighting details shall be submitted with the Certificate of Zoning Compliance application that demonstrate compliance with these standards.
- 2.3 Add decorative pedestrian lighting along Eagle Road that meet the requirements of UDC 11-3H—4C post and luminaire.
- 2.4 Protect the existing landscaping on the site during construction, per UDC [11-3B-10](#).
- 2.5 The facility hours of public operation shall be limited to 6:00 a.m. to 11:00 p.m. because the property abuts a residential zoning district per UDC 11-4-3-34E.
- 2.6 A Certificate of Zoning Compliance and Design Review application is required to be submitted to the Planning Division and approved prior to submittal of a building permit application.
- 2.7 The conditional use permit is 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 as set forth in UDC 11-5B-6. A time extension may be requested as set forth in UDC 11-5B-6F.

## **B. PUBLIC WORKS**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=331424&dbid=0&repo=MeridianCity>

## **C. ADA COUNTY HIGHWAY DISTRICT (ACHD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=331434&dbid=0&repo=MeridianCity>

## **D. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=331434&dbid=0&repo=MeridianCity>

## **E. IDAHO TRANSPORTATION DEPARTMENT (ITD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=331434&dbid=0&repo=MeridianCity>

## X. FINDINGS

### Conditional Use (UDC 11-5B-6)

Findings: The commission shall base its determination on the conditional use permit request upon the following:

1. That the site is large enough to accommodate the proposed use and meet all the dimensional and development regulations in the district in which the use is located.

*Council finds the site is large enough to accommodate the proposed use (i.e. storage facility, self-service) and can meet all of the dimensional and development regulations of the C-G zoning district.*

2. That the proposed use will be harmonious with the Meridian comprehensive plan and in accord with the requirements of this title.

*Council finds the proposed storage facility, self-service if approved at the requested height and square footage would not maintain compatibility with existing structures which is crucial not only for aesthetics but also for the functional integration of the new development into the community.*

*The proposed height will not be harmonious with adjacent residential and commercial uses and will negatively impact these uses as it may lead to overshadowing of neighboring structures, and alterations to the area's character which are a concern.*

3. That the design, construction, operation and maintenance will be compatible with other uses in the general neighborhood and with the existing or intended character of the general vicinity and that such use will not adversely change the essential character of the same area.

*Council finds the proposed height exceeds the tallest building in the immediate area by a significant margin, and may lead to overshadowing of neighboring structures, and alterations to the area's character which are a concern. Maintaining compatibility with the existing structures is crucial for the overall aesthetics and functionality of a neighborhood or area.*

4. That the proposed use, if it complies with all conditions of the approval imposed, will not adversely affect other property in the vicinity.

*Council finds the proposed storage facility, self-service if approved at the requested height and square footage would not maintain compatibility with existing structures which is crucial not only for aesthetics but also for the functional integration of the new development into the community.*

*The proposed height will not be harmonious with adjacent residential and commercial uses and will negatively impact these uses as it may lead to overshadowing of neighboring structures, and alterations to the area's character which are a concern.*

5. That the proposed use will be served adequately by essential public facilities and services such as highways, streets, schools, parks, police and fire protection, drainage structures, refuse disposal, water, and sewer.

*Council finds the proposed use can be served by essential public facilities and services as required; the proposed use (i.e. storage facility, self-service) will not have an impact to the provision of services.*

6. That the proposed use will not create excessive additional costs for public facilities and services and will not be detrimental to the economic welfare of the community.

*Council finds the proposed use (i.e. storage facility, self-service) will not create additional costs for public facilities and services and will not be detrimental to the economic welfare of the community.*

7. That the proposed use will not involve activities or processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.

*Council finds the proposed use (i.e. storage facility, self-service), will not involve activities or processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.*

*Council finds the proposed storage facility, self-service if approved at the requested height and square footage would not maintain compatibility with existing structures which is crucial not only for aesthetics but also for the functional integration of the new development into the community.*

*The proposed height will not be harmonious with adjacent residential and commercial uses and will negatively impact these uses as it may lead to overshadowing of neighboring structures, and alterations to the area's character which are a concern.*

8. That the proposed use will not result in the destruction, loss or damage of a natural, scenic or historic feature considered to be of major importance. (Ord. 05-1170, 8-30-2005, eff. 9-15-2005)

*Council finds the proposed use (i.e. storage facility, self-service) will not result in the destruction, loss or damage of any such features.*

9. Additional findings for the alteration or extension of a nonconforming use:

- a. That the proposed nonconforming use does not encourage or set a precedent for additional nonconforming uses within the area; and,

*This finding is not applicable.*

- b. That the proposed nonconforming use is developed to a similar or greater level of conformity with the development standards as set forth in this title as compared to the level of development of the surrounding properties.

*This finding is not applicable.*