

DEVELOPMENT AGREEMENT

PARTIES:

1. City of Meridian
2. Bridgetower Investments LLC, Owner
3. Cottonwood Development LLC, Owner
4. F111 LLC, Developer

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this 28th day of October, 2025, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called “**CITY**,” whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **Bridgetower Investments LLC**, whose address is 398 E. Copper Ridge Street, Meridian, Idaho 83646 and **Cottonwood Development LLC**, whose address is 398 E. Copper Ridge Street, Meridian Idaho 83646, hereinafter collectively called “**OWNER**,” and **F111 LLC**, whose address is 810 E. Central Lane Ste. 120, Meridian, Idaho 83642, hereinafter called “**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 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, Idaho as Instrument #2019-055407 (Project Name: Summerwood Subdivision H-2019-0001), 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

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- 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 June 24, 2025 the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order ("**Findings**"), which have been incorporated into this Agreement and attached as **Exhibit "B;"** and
- 1.8 **WHEREAS**, Owner/Developer deems it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.9 **WHEREAS**, the property listed in **Exhibit "A"** shall no longer be subject to the terms of the existing Development Agreement recorded in Ada County, Idaho as Instrument #2019-055407 (Project Name: Summerwood Subdivision H-2019-0001) 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.

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- 3.2 **OWNER/DEVELOPER:** means and refers to **Bridgetower Investments LLC**, whose address is 398 E. Copper Ridge Street, Meridian Idaho 83646, and **Cottonwood Development LLC**, whose address is 398 E. Copper Ridge Street, Meridian Idaho 83646, the parties that own said Property and shall include any subsequent owner(s) of the Property; and **F111 LLC**, whose address is 810 E. Central Lane Ste. 120, Meridian, Idaho 83642, the party who will be developing said property.
- 3.3 **PROPERTY:** means and refers to that certain parcel of Property located in the County of Ada, City of Meridian as described in **Exhibit "A"** describing a parcel to be removed from an existing Development Agreement recorded in Ada County, Idaho as Instrument #2019-055407 (Project Name: Summerwood Subdivision H-2019-0001), with such parcel being bound by this new Agreement, which **Exhibit "A"** is attached hereto and by this reference incorporated herein as if set forth at length.

4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

- 4.1 The uses allowed pursuant to this Agreement are only those uses allowed as permitted, conditional and/or accessory uses under the UDC.
- 4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

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

- 5.1 Owner/Developer shall develop the Property in accordance with the following special conditions:
- a. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, phasing plan, and conceptual building elevations for the single-family dwellings included in Section IV of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit "B" and the provisions contained herein.
 - b. Future development of the site shall comply with the ordinances in effect at the time of development.
 - c. The rear and/or sides of two-story structures along W. Gondola/W. Malta Drive shall incorporate articulation through changes in two or more of the following: modulation (e.g., projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines. Single-story structures are exempt from this requirement.
 - d. W. Gondola/W. Malta Drive shall be constructed to N. Vicenza Way, excluding only the ten (10) foot multiuse pathway and landscaping on the east side of the new collector roadway in the first phase. The remainder of the roadway to N.

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San Vito Way shall be completely constructed as a complete street including sidewalk and landscaping on both sides, prior to the issuance of a certificate of occupancy for the second phase.

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

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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 specified herein.

11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer agrees to provide, if required by the City.

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued if the improvements have not been installed, completed, and accepted by the City, or 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:

CITY:
City Clerk
City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642

with copy to:
City Attorney
City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642

OWNER:
Bridgetower Investments LLC
398 E. Copper Ridge Street
Meridian, Idaho 83646

Cottonwood Development LLC
398 E. Copper Ridge Street
Meridian, Idaho 83646

DEVELOPER:
F111 LLC
810 E. Central Lane Ste. 120
Meridian, Idaho 83642

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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

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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.]

A handwritten signature in dark ink, appearing to be 'M. M.' or similar, located in the bottom right corner of the page.

ACKNOWLEDGMENTS

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

OWNER:

Bridgetower Investments LLC



By (name):

Its (title): manager

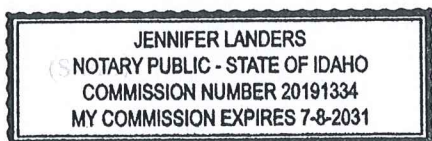
State of Idaho)

: ss:

County of Ada)

On this 09 day of October, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael McCallum, known or identified to me to be the manager of **Bridgetower Investments 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.




Notary Public
My Commission Expires: 07-08-2031

OWNER:

Cottonwood Development LLC



By (name):

Its (title): manager

State of Idaho)

: ss:

County of Ada)

On this 09 day of October, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael McCallum, known or identified to me to be the manager of **Cottonwood Development 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.




Notary Public
My Commission Expires: 07-08-2031

DEVELOPER:
F111 LLC

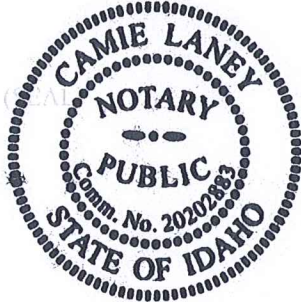
[Signature]
By (name):

Its (title): member

State of Idaho)
: ss:
County of Ada)

On this 15th day of October, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Sam Dwyer, known or identified to me to be the member of F111 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.



Camie Laney
Notary Public
My Commission Expires: 8-3-2026

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison 10-28-2025

Chris Johnson, City Clerk 10-28-2025

State of Idaho)
: ss:
County of Ada)

On this 28th day of October, 2025, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

Notary Public for Idaho
My Commission Expires: 3-28-2028

EXHIBIT A



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

R-15 Zone Description

BASIS OF BEARINGS is S. 89°21'10" E., between a found aluminum cap marking the C1/4 corner of Section 27 and a found aluminum cap marking the E1/4 of Section 27, T. 4 N., R. 1 W., B.M.

A parcel of land located in the SE1/4 of Section 27, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at and aluminum cap marking the E1/4 corner of Section 27;

Thence N. 89°21'10" W., coincident with the north line of said SE1/4, a distance of 377.23 feet to the **POINT OF BEGINNING**;

Thence leaving said north line, S. 0°21'17" W., 53.05 feet to the beginning of a curve to the right;

Thence 102.49 feet along the arc of said curve, having a radius of 420.50 feet, through a central angle of 13°57'56", subtended by a chord bearing S. 7°20'15" W., 102.24 feet;

Thence S. 40°19'35" E., 84.10 feet to the beginning of a non-tangent curve to the right;

Thence 154.94 feet along the arc of said curve, having a radius of 180.00 feet, through a central angle of 49°19'08", subtended by a chord bearing S. 25°00'51" W., 150.20 feet;

Thence S. 0°21'17" W., 84.49 feet to the beginning of a curve to the right;

Thence 282.74 feet along the arc of said curve, having a radius of 180.00 feet, through a central angle of 90°00'00", subtended by a chord bearing S. 45°21'17" W., 254.56 feet;

Thence N. 89°38'43" W., 76.50 feet to the beginning of a curve to the left;

Thence 471.24 feet along the arc of said curve, having a radius of 300.00 feet, through a central angle of 90°00'00", subtended by a chord bearing S. 45°21'17" W., 424.26 feet;

Thence S. 0°21'17" W., 246.12 feet to the beginning of a curve to the right;

Thence 188.94 feet along the arc of said curve, having a radius of 180.00 feet, through a central angle of 60°08'28", subtended by a chord bearing S. 30°25'31" W., 180.38 feet;

Thence S. 60°29'45" W., 285.55 feet to the beginning of a curve to the right;

Thence 92.58 feet along the arc of said curve, having a radius of 350.00 feet, through a central angle of 15°09'19", subtended by a chord bearing S. 68°04'25" W., 92.31 feet to the south line of Parcel A, as shown on Record of Survey No. 12520, Ada County Records;

Thence N. 89°14'29" W., coincident with said south line, 153.33 feet;

Thence leaving said south line, N. 29°30'15" W., 633.75 feet;

Thence N. 12°35'04" W., 294.87 feet;

Thence N. 32°30'06" W., 65.02 feet;

Thence N. 77°24'56" E., 87.65 feet to the beginning of a non-tangent curve to the right;

Thence 96.74 feet along the arc of said curve, having a radius of 55.00 feet, through a central angle of 100°46'28", subtended by a chord bearing N. 37°48'10" E., 84.74 feet;

Thence non-tangent to said curve, N. 13°59'17" E., 114.69 feet to the beginning of a non-tangent curve to the right;

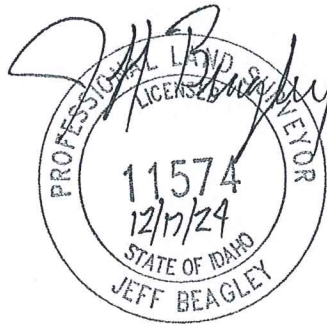
Thence 98.83 feet along the arc of said curve, having a radius of 55.00 feet, through a central angle of 102°57'08", subtended by a chord bearing N. 6°11'40" W., 86.06 feet to the beginning of a reverse curve to the left;

Thence 10.19 feet along the arc of said curve, having a radius of 13.00 feet, through a central angle of 44°55'36", subtended by a chord bearing N. 22°49'05" E., 9.93 feet;

Thence N. 0°21'17" E., 320.15 feet to the north line of said SE1/4 and the south boundary of Bainbridge Subdivision No. 8, as shown in Book 115 of Plats, Pages 17189-17193, Ada County Records;

Thence S. 89°21'10" E., coincident with said north line and said south boundary and the south boundary of Bainbridge Subdivision No. 9, as shown in Book 116 of Plats, Pages 17641-17645 and the south boundary of Bainbridge Subdivision No. 10, as shown in Book 118 of Plats, Pages 18069-18071, a distance of 1412.43 feet to the **POINT OF BEGINNING**.

Said parcel contains 35.822 acres, more or less.



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Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

R-8 Zone Description

BASIS OF BEARINGS is S. 89°21'10" E., between a found aluminum cap marking the C1/4 corner of Section 27 and a found aluminum cap marking the E1/4 of Section 27, T. 4 N., R. 1 W., B.M.

A parcel of land located in the SE1/4 of Section 27, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at and aluminum cap marking the E1/4 corner of Section 27;

Thence N. 89°21'10" W., coincident with the north line of said SE1/4, the south boundary of Bainbridge Subdivision No. 10, as shown in Book 118 of Plats, Pages 18069-18071, the south boundary of Bainbridge Subdivision No. 9, as shown in Book 116 of Plats, Pages 17641-17645 and the south boundary of Bainbridge Subdivision No. 8, as shown in Book 115 of Plats, Pages 17189-17193, Ada County Records, 1789.66 feet to the **POINT OF BEGINNING**;

Thence leaving said north line, S. 0°21'17" W., 320.15 feet to the beginning of a curve to the right;

Thence 10.19 feet along the arc of said curve, having a radius of 13.00 feet, through a central angle of 44°55'36", subtended by a chord bearing S. 22°49'05" W., 9.93 feet to the beginning of a reverse curve to the left;

Thence 98.83 feet along the arc of said curve, having a radius of 55.00 feet, through a central angle of 102°57'08", subtended by a chord bearing S. 6°11'40" E., 86.06 feet;

Thence non-tangent to said curve, S. 13°59'17" W., 114.69 feet to the beginning of a non-tangent curve to the left;

Thence 96.74 feet along the arc of said curve, having a radius of 55.00 feet, through a central angle of 100°46'28", subtended by a chord bearing S. 37°48'10" W., 84.74 feet;

Thence non-tangent to said curve, S. 77°24'56" W., 87.65 feet;

Thence S. 32°30'06" E., 65.02 feet;

Thence S. 12°35'04" E., 294.87 feet;

Thence S. 29°30'15" E., 633.75 feet to the south line of Parcel A, as shown on Record of Survey No. 12520, Ada County Records;

Thence N. 89°14'29" W., coincident with said south line, 192.23 feet to the easterly boundary of Vicenza Subdivision as shown in Book 108 of Plats, Pages 15026-15028, Ada County Records and the beginning of a non-tangent curve to the right;

Thence 109.90 feet along the arc of said curve, having a radius of 555.00 feet, through a central angle of 11°20'44", subtended by a chord bearing N. 33°22'04" E., 109.72 feet to the northeasterly corner of said Vicenza Subdivision;

Thence coincident with the northerly boundary of said Vicenza Subdivision the following four (4) courses and distances:

Thence N. $47^{\circ}48'16''$ W., 70.11 feet (formerly 70.12 feet);

Thence S. $83^{\circ}46'19''$ W., 27.60 feet;

Thence N. $54^{\circ}37'59''$ W., 140.41 feet (formerly 140.27 feet) to the beginning of a curve to the left;

Thence 165.33 feet long the arc of said curve, having a radius of 327.00 feet, through a central angle of $28^{\circ}58'05''$, subtended by a chord bearing N. $69^{\circ}07'01''$ W., 163.57 feet to the westerly line of Vicenza Subdivision No. 2 as shown in Book 110 of Plats, Pages 15670-15673, Ada County Records;

Thence non-tangent to said curve, N. $1^{\circ}02'41''$ E., coincident with said westerly boundary, 211.43 feet;

Thence coincident with the northerly boundary of said Vicenza Subdivision No. 2 the following six (6) courses and distances:

Thence N. $88^{\circ}57'19''$ W., 296.43 feet;

Thence S. $5^{\circ}14'47''$ W., 91.17 feet;

Thence S. $18^{\circ}48'48''$ W., 107.19 feet;

Thence N. $67^{\circ}23'12''$ W., 129.19 feet;

Thence N. $25^{\circ}42'39''$ E., 6.93 feet;

Thence N. $64^{\circ}17'45''$ W., 1.00 feet to the easterly line of Vicenza Subdivision No. 3 as shown in Book 112 of Plats, Pages 16373-16375, Ada County Records and the beginning of a non-tangent curve left;

Thence along the easterly and southerly boundaries of said Vicenza Subdivision No. 3 the following seven (7) courses and distances:

Thence 353.58 feet along the arc of said curve, having a radius of 323.00 feet, through a central angle of $62^{\circ}43'12''$, subtended by a chord bearing N. $5^{\circ}37'03''$ W., 336.19 feet to the beginning of a reverse curve to the right;

Thence 180.51 feet along the arc of said curve, having a radius of 275.00 feet, through a central angle of $37^{\circ}36'35''$, subtended by a chord bearing N. $18^{\circ}10'20''$ W., 177.29 feet;

Thence N. $0^{\circ}37'57''$ E., 48.23 feet;

Thence S. $89^{\circ}22'03''$ E., 440.11 feet;

Thence N. $67^{\circ}31'57''$ E., 137.46 feet;

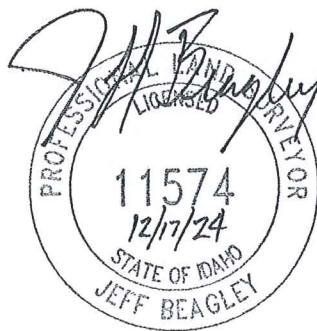
Thence N. $27^{\circ}39'20''$ E., 136.69 feet;

Thence N. $0^{\circ}39'22''$ E., 123.49 feet to the northeast corner of said Vicenza Subdivision No. 3 and the southeast corner of Vicenza Lakes Subdivision as shown in Book 115 of Plats, Pages 17340-17342, Ada County Records;

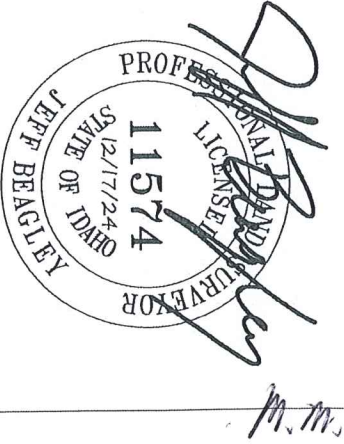
Thence continuing, N. $0^{\circ}39'22''$ E., coincident with the east line of said Vicenza Lakes Subdivision, 305.69 feet to the north line of said SE1/4 and the south boundary of said Bainbridge Subdivision No. 8;

Thence S. 89°21'10" E., coincident with said north line and said south boundary, 133.82 feet to the **POINT OF BEGINNING**.

Said parcel contains 10.629 acres, more or less.



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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°21.17' W	106.39'
L2	S 89°39.00' E	6.00'
L3	N 89°39.00' W	10.00'
L4	S 00°21.17' W	19.41'
L5	S 89°39.00' E	11.00'
L6	S 02°07.36' W	194.03'
L7	S 02°13.02' W	61.50'
L8	S 00°21.17' W	110.60'
L9	S 33°52.24' W	14.60'
L10	N 01°01.05' E	112.39'
L11	S 60°29.45' W	62.00'
L12	N 47°04.16' W	70.11'
L13	S 83°46.19' W	27.60'
L14	N 84°37.59' W	140.41'
L15	N 01°02.44' E	211.43'
L16	S 05°14.47' W	91.17'
L17	S 18°48.48' W	107.19'
L18	N 67°23.12' W	129.19'
L19	N 25°42.35' E	6.93'
L20	N 64°17.45' W	1.00'
L21	N 00°37.57' E	48.23'
L22	N 67°31.57' E	137.46'
L23	N 27°39.20' E	136.69'
L24	S 89°21.10' E	133.82'
L25	N 13°59.17' E	114.69'
L26	N 07°24.56' E	87.65'
L27	N 32°30.06' W	65.02'
L28	N 89°38.43' W	168.50'
L29	S 00°21.17' W	84.49'
L30	N 89°38.43' W	76.50'
L33	S 40°19.35' E	84.10'
L34	S 00°21.17' E	53.05'
L35	N 00°21.17' E	66.77'
L36	N 89°21.10' W	55.00'

DWG #
124014-
BNDRY EX
PROJECT #
124014

1 OF 1

EXHIBIT B

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



In the Matter of the Request for Development Agreement Modification, Preliminary Plat and Rezone, by Laren Bailey, DevCo.

Case No(s). H-2024-0068

For the City Council Hearing Date of: June 10, 2025 (Findings on July 8, 2025)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of June 10, 2025, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of June 10, 2025, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of June 10, 2025, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of June 10, 2025, incorporated by reference)

B. Conclusions of Law

1. The City of Meridian shall exercise the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. The Meridian City Council takes judicial notice of its Unified Development Code codified as Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Comprehensive Plan of the City of Meridian, which was adopted December 17, 2019, Resolution No. 19-2179 and Maps.
3. The conditions shall be reviewable by the City Council pursuant to Meridian City Code § 11-5A.
4. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.
5. It is found public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
6. That the City has granted an order of approval in accordance with this Decision, which shall be signed by the Mayor and City Clerk and then a copy served by the Clerk upon the applicant, the Community Development Department, the Public Works Department and any affected party requesting notice.
7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of June 10, 2025, incorporated by reference. The conditions are concluded to be

reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

Pursuant to the City Council's authority as provided in Meridian City Code § 11-5A and based upon the above and foregoing Findings of Fact which are herein adopted, it is hereby ordered that:

1. The applicant's request for Development Agreement Modification, Preliminary Plat and Rezone is hereby approved per the conditions of approval in the Staff Report for the hearing date of June 10, 2025, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

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

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

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

Notice of Conditional Use Permit Duration

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

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

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

Notice of Development Agreement Duration

The city and/or an applicant may request a development agreement or a modification to a development agreement consistent with Idaho Code section 67-6511A. The development agreement may be initiated by the city or applicant as part of a request for annexation and/or rezone at any time prior to the adoption of findings for such request.

A development agreement may be modified by the city or an affected party of the development agreement. Decision on the development agreement modification is made by the city council in accord with this chapter. When approved, said development agreement shall be signed by the property owner(s) and returned to the city within six (6) months of the city council granting the modification.

A modification to the development agreement may be initiated prior to signature of the agreement by all parties and/or may be requested to extend the time allowed for the agreement to be signed and returned to the city if filed prior to the end of the six (6) month approval period.

E. Judicial Review

Pursuant to Idaho Code § 67-6521(1)(d), if this final decision concerns a matter enumerated in Idaho Code § 67-6521(1)(a), an affected person aggrieved by this final decision may, within twenty-eight (28) days after all remedies have been exhausted, including requesting reconsideration of this final decision as provided by Meridian City Code § 1-7-10, seek judicial review of this final decision as provided by chapter 52, title 67, Idaho Code. This notice is provided as a courtesy; the City of Meridian does not admit by this notice that this decision is subject to judicial review under LLUPA.

F. Notice of Right to Regulatory Takings Analysis

Pursuant to Idaho Code §§ 67-6521(1)(d) and 67-8003, an owner of private property that is the subject of a final decision may submit a written request with the Meridian City Clerk for a regulatory takings analysis.

G. Attached: Staff Report for the hearing date of June 10, 2025

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By action of the City Council at its regular meeting held on the 24 day of June, 2025.

COUNCIL PRESIDENT LUKE CAVENER

VOTED AYE

COUNCIL VICE PRESIDENT LIZ STRADER

VOTED AYE

COUNCIL MEMBER DOUG TAYLOR

VOTED AYE

COUNCIL MEMBER JOHN OVERTON

VOTED AYE

COUNCIL MEMBER ANNE LITTLE ROBERTS

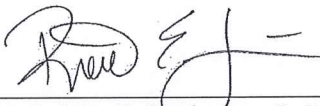
VOTED AYE

COUNCIL MEMBER BRIAN WHITLOCK

VOTED AYE

MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____



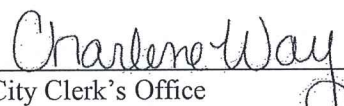
Mayor Robert E. Simison 6-24-2025

Attest:

Chris Johnson 6-24-2025
City Clerk

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

By:  Dated: 6-24-2025

City Clerk's Office

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COMMUNITY DEVELOPMENT DEPARTMENT REPORT



HEARING DATE: 6/10/2025

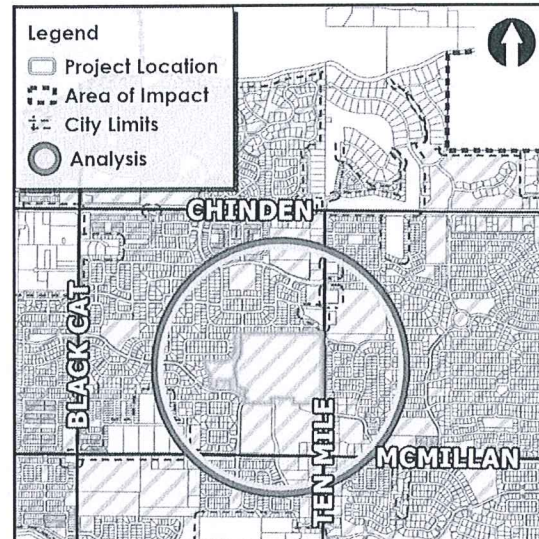
TO: Mayor & City Council

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

APPLICANT: Laren Bailey, DevCo

SUBJECT: H-2024-0068
Adero Mixed-Use Neighborhood MDA,
PP, RZ

LOCATION: Near the NWC of N. Ten Mile and
McMillan Roads in the SE ¼ of SEC 27,
Township 4N, R. 1W.



I. PROJECT OVERVIEW

A. Summary

Rezone of 11.18 acres of land from the R-4 and C-C zones to the R-8 zone, 35.82 acres from the L-O, C-C and C-G zones to the R-15 zone; and a portion of the C-C zone (approximately 10 acres) to the C-G zone which in total is 21.37 acres;

Preliminary Plat (PP) consisting of 270 residential lots, 44 commercial lots, 4 office lots, 31 common lots, 2 common drive lots, and 1 park lot on 69.18 acres of land in the R-8, R-15, L-O, and C-G zoning districts; AND

Development Agreement modification (Inst. No. 2019-055407) to create two (2) new development agreements to develop the Adero Mixed-Use Subdivision.

B. Issues/Waivers

- Request for Waiver for a right-in/right-out access to Ten Mile Road: Ada County Highway District (ACHD) has a revised Traffic Impact Study (TIS) to determine if this access is warranted for the commercial development.
- Revised TIS: ACHD has requested a revised Traffic Impact Study (TIS) for this application to assess the impact of the proposed commercial lots and conduct a signal warrant analysis at the Malta Drive/Ten Mile intersection prior to submitting any commercial plans or a final plat submittal.

C. Recommendation

Staff recommends approval of the rezone from C-C (Community Commercial) to R-8 and R-15 (Residential) zoning districts, L-O, C-G and the preliminary plat associated with the residential and commercial development.

D. Decision

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II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Vacant	-
Proposed Land Use(s)	Residential, Office, Commercial	-
Existing Zoning	L-O, C-C, C-G, R-4	VII.A.2
Proposed Zoning	R-8, R-15, L-O, C-G	
Adopted FLUM Designation	Mixed-Use Community (MU-C), Medium Density Residential	VII.A.3
Proposed FLUM Designation	Mixed-Use Community (MU-C), Medium Density Residential	

Table 2: Process Facts

Description	Details
Preapplication Meeting date	9/24/2024
Neighborhood Meeting	10/16/2024
Site posting date	5/1/2025

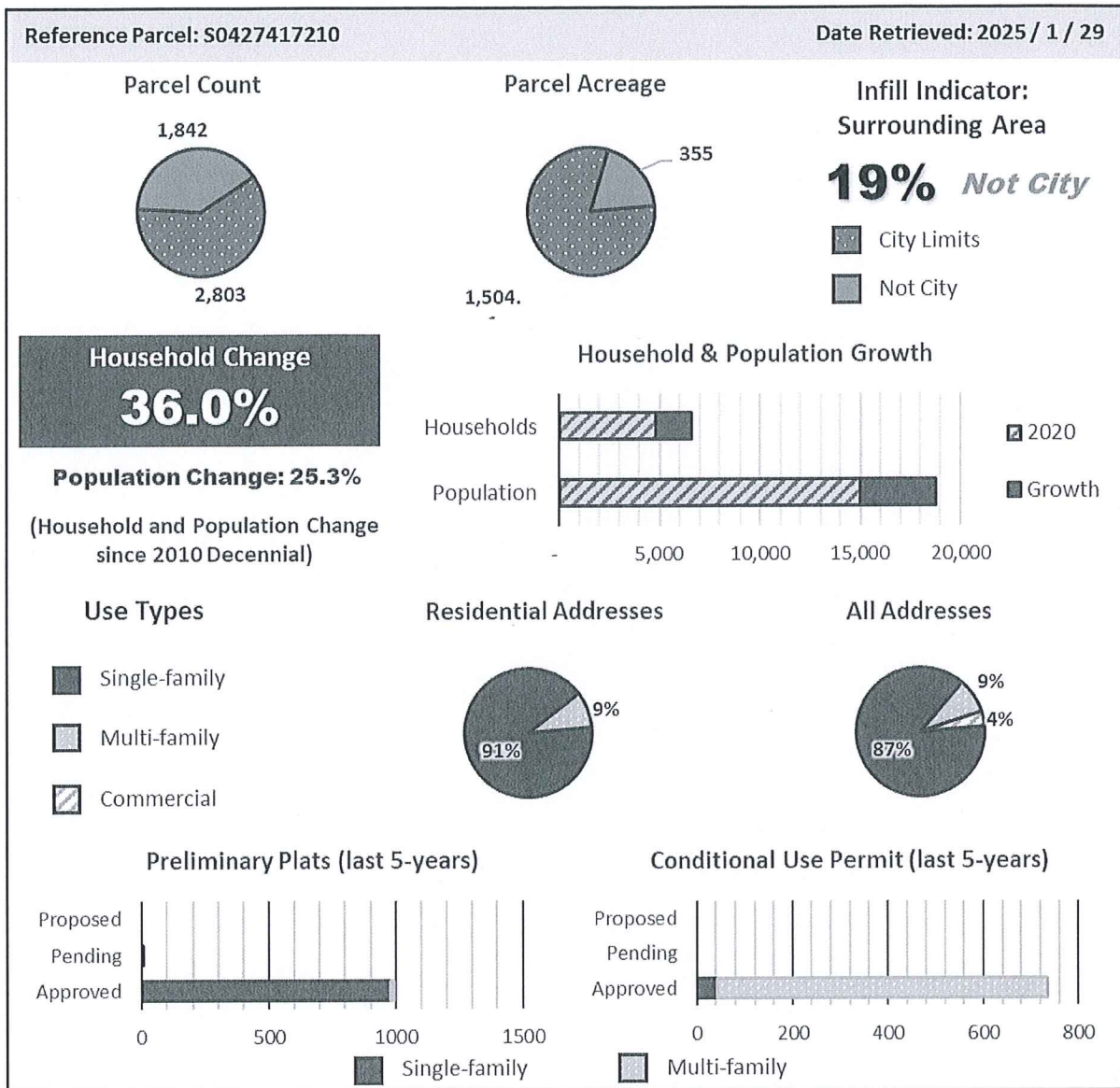
Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		IV.H
• Comments Received	Yes	-
• Commission Action Required	No	-
• Access	N. Ten Mile Road	-
• Traffic Level of Service	See Figure 2: ACHD Summary Matrix	-
ITD Comments Received	Yes/Letter	IV.I
Meridian Fire	No Comments	
Meridian Police		IV.C
• Distance to Station	6.2 Miles and 2.9 Miles	
• Response Time	Priority 3: 4:06 Priority 2: 7:38 Priority 1: 12:59	
Meridian Public Works Wastewater		IV.B
• Distance to Mainline	Available at the site	
• Impacts or Concerns	No	
Meridian Public Works Water		IV.B
• Distance to Mainline	Available at the site	
• Impacts or Concerns	No	
School District(s)	West Ada School District – No Comments Received	
• Capacity of Schools	Pleasant View Elementary School – 650 Star Middle School – 1000 Owyhee High School – 1800	-
• Number of Students Enrolled	Pleasant View Elementary School - 747 Star Middle School - 1014 Owyhee High School - 1887	-

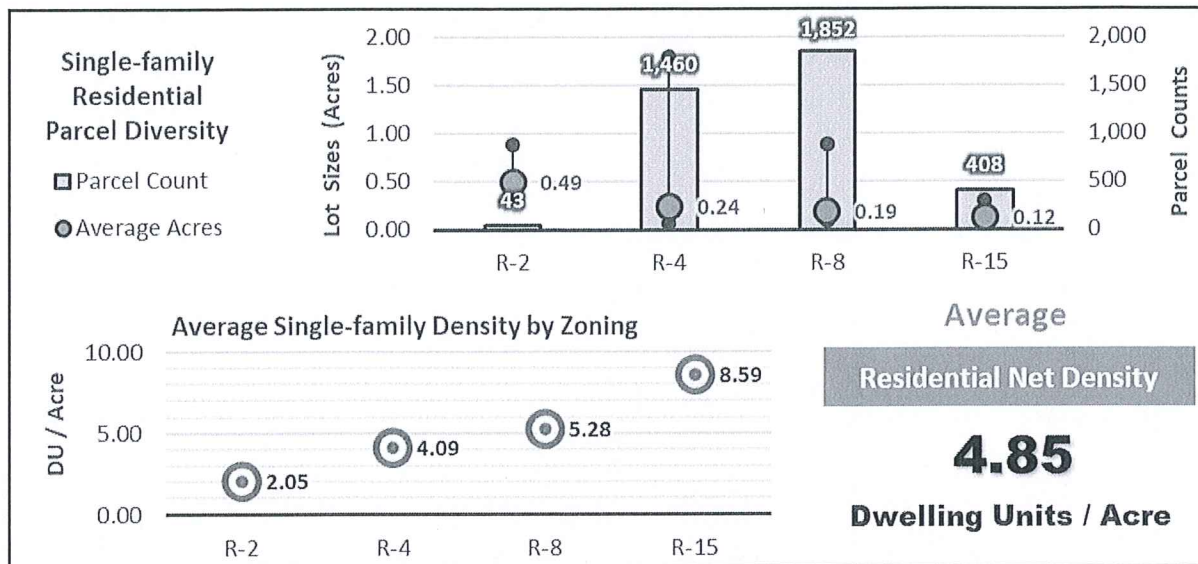
Note: See section IV. City/Agency Comments & Conditions for comments received.

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Figure 1: One-Mile Radius Existing Condition Metrics



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Notes: See VIII. Additional Notes & Details for Staff Report Maps, Tables, and Charts.

Figure 2: ACHD Summary Metrics

Level of Service Planning Thresholds

1. Condition of Area Roadways

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
* McMillan Road	N/A	Minor Arterial	685	Better than "E"
* Ten Mile Road	1,507-feet	Minor Arterial	783	Better than "E"
* Gondola Drive	334-feet	Residential Collector	101	Better than "D"
* Bolsena Way	590-feet	Local	N/A	N/A

* Acceptable level of service for a three-lane minor arterial is "E" (720 VPH).

* Acceptable level of service for a five-lane minor arterial is "E" (1,540 VPH).

* Acceptable level of service for a two-lane collector is "D" (425 VPH).

* ACHD does not set level of service thresholds for local streets.

2. Average Daily Traffic Count (VDT)

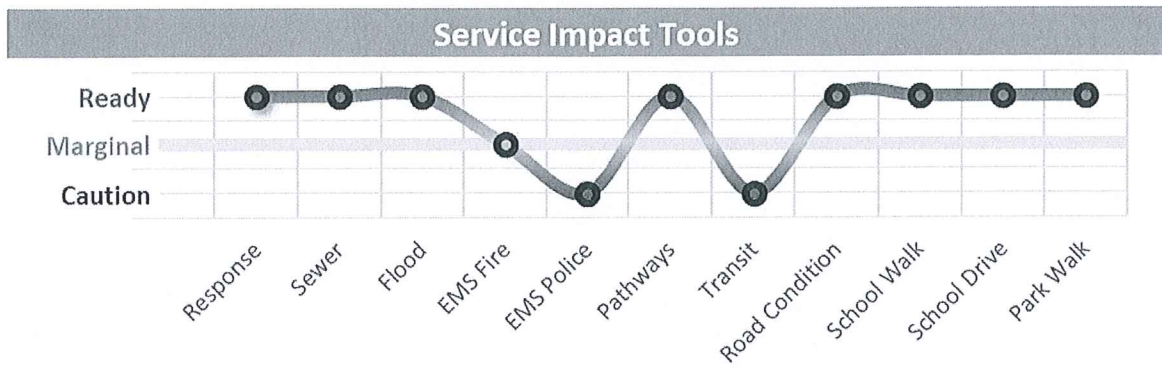
Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for McMillan Road west of Ten Mile Road was 12,003 on November 16th, 2023.
- The average daily traffic count for Ten Mile Road south of US 20/26 (Chinden Boulevard) was 20,182 on August 22nd, 2024.
- The average daily traffic count for Gondola Drive west of Bolsena Way was 1,699 on November 16th, 2023.
- There are no current traffic counts for Bolsena Way.

Notes: See VIII. Additional Notes & Details for Staff Report Maps, Tables, and Charts.

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Figure 3: Service Impact Summary



Notes: See VIII. Additional Notes & Details for Staff Report Maps, Tables, and Charts.

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III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

A significant portion of the proposed development is located within an area designated as Mixed Use by the Comprehensive Plan. These designations are intended to promote a complementary blend of compatible land uses within a compact geographic area, ensuring that services and amenities are easily accessible and convenient for residents, employees, and visitors alike. The Comprehensive Plan emphasizes the importance of both functional and physical integration of land uses to foster a strong neighborhood identity, enhance the community's sense of place, and support flexible, high-quality design and development patterns.

The Future Land Use Map (FLUM) designates the area proposed to be rezoned as Mixed-Use Community and Medium Density Residential.

Mixed-Use Community: The purpose of this designation is to allocate areas where community-serving uses and dwellings are seamlessly integrated into the urban fabric. The intent is to integrate a variety of uses, including residential, and to avoid mainly single-use and strip commercial type buildings.

In reviewing development applications, the City will consider the following items in MU-C areas:

- Development must comply with the Functional Integration principles for development in all Mixed Use areas.
- Residential uses are expected to comprise between 20% and 50% of the development area, with gross densities ranging from 6 to 15 units/acre (of the residential area).
- Supportive and proportional public and/or quasi-public spaces and places should comprise a minimum of 5% of the development area are required.
- Where the development site has transit available or stops are planned, an additional 15% of the site may be dedicated to residential uses. Alternatively, this bonus may be applied where the development site is within one-mile of planned transit stops or an identified employment area, and where last-mile transportation features are incorporated into the site including thoughtfully located and integrated ride share parking, commensurate with potential trip capture. Other innovations to reduce traffic and/or parking impacts and capture local trips may be considered.
- Sample uses appropriate in MU-C areas include: All MU-N categories, community scale grocers, clothing stores, garden centers, hardware stores, restaurants, banks, drive-thru facilities, auto service station, retail shops, and other appropriate community-serving uses. Sample zoning includes: R-15, R-40, TN-R, TN-C, C-C, and L-O.

Medium Density Residential: This designation allows for dwelling units at gross densities of three to eight dwelling units per acre. Density bonuses may be considered with the provision of additional public amenities such as a park, school, or land dedicated for public services.

The proposed Adero Park Mixed-Use Neighborhood represents an infill development that completes the final phase of a larger, integrated mixed-use area. This project offers a complementary mix of land uses consistent with the goals of the Comprehensive Plan, specifically supporting the vision of a vibrant mixed-use community. The development is designed to seamlessly connect with and enhance the surrounding neighborhoods, contributing to a cohesive and well-planned community fabric.

According to the Comprehensive Plan, vibrant mixed-use communities are characterized by shared spaces that foster connection and recreation among residents, employees, and visitors. These areas serve as hubs for business, collaboration, innovation, and social interaction. The success of such communities hinges on a thoughtful balance between residential and non-

residential uses. Without this balance, the intended intensity and density of mixed-use areas can lead to fragmented development and unmitigated impacts.

The concept of “1st Place” (home), “2nd Place” (work), and “3rd Place” (social or recreational spaces) is central to the vitality of mixed-use environments. Access to a nearby “3rd Place” is essential for emotional and physical well-being, offering people a space to relax, connect, and recharge. While not every mixed-use area must serve all functions equally, they are expected to be more than just a place to live or work, they must contribute meaningfully to a sense of place and community.

The proposed Adero Park Mixed-Use Neighborhood is ideally situated to support this vision. Surrounded by residential neighborhoods, employment centers, and recreational amenities, it embodies the key characteristics of a vibrant, integrated mixed-use community.

Rezone: The applicant is requesting to rezone parcel S0427428024 which is approximately 9.20 acres from R-4 and C-C to R-8. The applicant is also proposing to rezone parcel S0427417210 approximately 59.966 acres of land currently zoned as Community Business (C-C), Limited Office (L-O) and General Retail and Service Commercial (C-G) as follows:

- Approximately 35.822 acres as R-15
- Approximately 1.363 acres as L-O
- Approximately 21.366 acres as C-G

Table 4: Project Overview

Description	Details
History	AZ -05-040, PP-05-039, PP-05-040, CUP-05-041, MDA Inst. No. 111010393
Phasing Plan	5 phases
Residential Units	270 units
Open Space	Required: 15% /Provided: 6.28 acres/16.6%
Amenities	Required: 5 amenity points/Provided: 27 amenity points
Physical Features	Existing park with water feature
Acreage	69.18 acres
Lots	270 residential, 1 existing park, 31 common lots, 2 common driveways, 4 office lots, 44 commercial lots for a total of 352 lots
Density	7 du/acre

B. History

The subject property was part of a larger annexation completed in 2005, encompassing approximately 312.67 acres of land previously zoned RUT (Rural-Urban Transition) in Ada County. As part of the annexation request, the applicant proposed a mix of zoning designations: 35.19 acres were designated C-G (General Retail and Service Commercial District), 19.27 acres were zoned L-O (Limited Office District), and the remaining 258.21 acres were zoned R-4 (Low Density Residential District). This zoning mix was intended to support a balanced community with commercial, office, and residential land uses.

C. Site Development and Use Analysis

The Adero Mixed-Use Neighborhood consists of the remaining 69.18 acres of land annexed in 2005. The property will be developed as a mixed-use development consisting of single-family detached residential, office and commercial. The development will be designed as follows:

- **Residential:** The applicant is proposing the development of 270 single-family detached homes, to be constructed in four phases. To accommodate this residential component, two zoning districts are proposed: R-15 and R-8, providing a mix of lot sizes and housing options. As part of the project, the applicant is also contributing additional acreage to the

existing park located at Lot 46, Block 5. This contribution will fulfill the requirement outlined in the existing development agreement to establish a 10.2-acre park, enhancing recreational opportunities for the surrounding community.

- **Existing Bridgetower Park:** The Bridgetower West Neighborhood was originally preliminarily platted under a development agreement that required the dedication of a 10.2-acre park. However, the majority of that park was never formally dedicated to the Bridgetower West Homeowners Association (HOA), and the prior approvals for the neighborhood have since expired. The Adero Park Mixed-Use Neighborhood application addresses this issue by incorporating the remaining portion of the park that was never deeded to the HOA. This application creates a clear path forward for the current property owner to record a final plat that establishes the properly sized park parcel, thereby fulfilling the original development agreement and enabling the parcel to be dedicated to the HOA. This park will not be accessible to the property owners within the Adero Park Mixed-Use Neighborhood development.



- **Office:** The applicant is proposing the development of four office lots at the corner of Ten Mile Road and W. Malta Drive, within the area designated for L-O (Limited Office) zoning. This location was strategically selected, as it sits between the proposed Adero Park Mixed-Use Neighborhood and the existing Bridgetower West Subdivision. The applicant views this as an ideal site for office use, providing a natural transition between residential areas and supporting the overall goal of creating a balanced, integrated mixed-use environment.
- **Commercial:** The applicant is proposing to defer development of the commercial portion of the property to a future phase, as specific end users have not yet been identified. To illustrate

the potential for future development, a bubble conceptual site plan has been submitted and is included in Section VII, Exhibit E.

Prior to proceeding with the commercial component, the applicant will be required to submit a new development agreement application, along with updated conceptual plans that demonstrate alignment with the mixed-use principles outlined in the Comprehensive Plan.

The commercial portion of the property should not be rezoned or subdivided until an updated Traffic Impact Study (TIS) has been submitted, reviewed, and approved by Ada County Highway District (ACHD).

At that time, the applicant must provide documentation to the City that clarifies the intended development approach for the commercial area, enabling staff to evaluate the project comprehensively and ensure consistency with transportation and land use planning goals.

1. Existing Structures/Site Improvements (UDC 11-1):

There are no existing structures on the site. The site will be developed with a mixture of single-family detached residential homes, office and commercial buildings.

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

The applicant is proposing single-family detached dwellings which are listed as a principal permitted use in the R-15 zoning districts in UDC Table 11-2A-2. The future land use map identifies this area as mixed-use community. R-15 is an allowed use within the mixed-use community designation. This designation allows for dwelling units at gross densities of eight (8) to twelve (12) dwelling units per acre.

Per UDC 11-2A-7, R-15 is considered Medium High Density. Per the Meridian Comprehensive Plan, this designation allows for a mix of dwelling types including townhouses, condominiums, and apartments. The applicant is only proposing single-family detached homes. Residential gross densities should range from eight to twelve dwelling units per acre. These areas are relatively compact within the context of larger neighborhoods and are typically located around or near mixed use commercial or employment areas to provide convenient access to services and jobs for residents. Developments need to incorporate high-quality architectural design and materials and thoughtful site design to ensure quality of place and should also incorporate connectivity with adjacent uses and area pathways, attractive landscaping and a project identity.

Comprehensive Plan policy 3.06.02B encourages and support mixed-use areas that provide the benefits of being able to live, shop, dine, play, and work in close proximity, thereby reducing vehicle trips, and enhancing overall livability and sustainability.

3. Dimensional Standards (UDC 11-2):

The preliminary plat and future development are required to comply with the dimensional standards listed in UDC Table 11-2A-7 and 11-2B-1 Commercial District for the Mixed-Use Community, C-G, L-0 R-8 and the R-15 zoning districts.

The proposed lots and public streets for the R-15 zoning district appear to meet UDC dimensional standards per the submitted preliminary plat. The minimum lot size for the proposed preliminary is 3,040 square feet with an average lot size of 3,795 square feet.

Two (2) common driveways are proposed with this subdivision. The applicant has provided common drive exhibits which demonstrate no more than three (3) units are served whereas a maximum of 4 units is allowed. The common driveway meets the minimum width of twenty (20) feet and does not exceed the maximum length of one hundred and fifty (150) feet. Solid fencing adjacent to common driveways is prohibited, unless separated by a minimum five (5) foot wide landscaped buffer.

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D. Design Standards Analysis

The proposed plat and subsequent development are required to comply with the dimensional standards listed in 11-2A-7 for the R-8 and R-15 zoning district.

Staff finds the proposed lots comply with the dimensional standards for the R-8 and R-15 zoning district.

1. Structure and Site Design Standards (Comp Plan 2.02.02C, Comp Plan 3.07.00, Comp Plan 3.07.01A, UDC 11-3A-19):

The property is currently vacant and zoned Community Business District (C-C), General Retail and Service Commercial District (C-G) and Limited Office District (L-O).

Comprehensive Plan policy 2.02.02C supports infill development that does not negatively impact the abutting, existing development. Infill projects in downtown should develop at higher densities, irrespective of existing development.

Comprehensive Plan policy 3.07.0 encourages compatible uses and site design to minimize conflicts and maximize use of land.

Comprehensive Plan policy 3.07.01A requires all new development to create a site design compatible with surrounding uses through buffering, screening, transitional densities, and other best site design practices.

2. Qualified Open Space & Amenities (Comp Plan 2.02.00, Comp Plan 2.02.01B, UDC 11-3G):

Based on the standards in UDC Table 11-3G-3, a minimum of 15% (or 6.05-acres) of qualified open space is required to be provided within the development. An open space exhibit was submitted as shown in Section VII.F, that depicts 15.6% (or 6.28-acres) of open space that meets the required quality and qualified open space standards. Based on the standards in UDC 11-3G-4A, a minimum of five (5) amenity points are required to be provided. The applicant has provided twenty-seven (27) amenity points, which is well in excess of the required amenity points. The amenities proposed are three pickleball courts, play structure, climbing dome and rocks, swing set, passive open spaces and seating areas, numerous pathways and pedestrian facilities, two dog parks and several open space areas with attractive landscaping. All common open space areas are required to be landscaped with one deciduous shade tree for every 5,000 square feet of area and include a variety of trees, shrubs, lawn or other vegetative groundcover per UDC 11-3G-5B.3.

Comprehensive Plan policy 2.02.00 requires the applicant to plan for safe, attractive, and well-maintained neighborhoods that have ample open space, and generous amenities that provide varied lifestyle choices.

Comprehensive Plan policy 2.02.01B requires the applicant to evaluate open space and amenity requirements for consistency with community needs and values.

3. Landscaping (UDC 11-3B):

- i. Landscape buffers along streets

UDC 11-2A-6 requires a twenty-five (25) foot wide buffer along arterials (N. Ten Mile Road and twenty (20) foot wide buffers are required along collector roads (W. Malta Drive). The landscaping along Ten Mile Road was installed when the road was widened. The applicant will be required to remove the gravel and install landscaping that follows UDC 11-3B-7.

- ii. Parking lot landscaping

Per UDC 11-3B-8, the applicant shall provide perimeter and internal parking lot landscaping to soften and mitigate the visual and heat island effect of a large expanse of

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asphalt in parking lots, and to improve the safety and comfort of pedestrians. A five-foot wide minimum landscape buffer adjacent to parking, loading, or other paved vehicular use areas. The requirements include 5 ft. perimeter adjacent to streets and islands of at least 50 sq. ft. per every 12 parking spaces.

The parking lot landscaping for the commercial portion of the project shall be analyzed with the Certificate of Zoning Compliance. The parking lot landscaping shall meet the requirements of UDC 11-3B-8 which also include a five (5) foot perimeter adjacent to streets and islands of at least fifty (50) square feet per every twelve (12) parking spaces.

iii. Landscape buffers to adjoining uses

Per UDC 11-3B-9, a landscape buffer is required in the C-N, C-C, C-G, L-O, M-E, H-E, and I-L districts on any parcel sharing a contiguous lot line with residential land use. Additionally, the comprehensive plan speaks to plazas and open space providing integration in mixed-use areas. The proposed plaza area will be a minimum of 16,000 square feet with amenities that promote transition from the residential areas to commercial uses, including, without limitation seating areas, gathering spaces, and multimodal facilities such as bicycle repair stations, workout stations, etc.

Staff recommends the plaza design be submitted to the City for review and approval prior to the final plat approval or with the development of the second phase of the landscape improvements.

iv. Tree preservation

Per UDC 11-3B-10, the applicant shall preserve existing trees four-inch caliper or greater from destruction during the development.

Mitigation shall be required for all existing trees four-inch caliper or greater that are removed from the site with equal replacement of the total calipers lost on site up to an amount of one hundred (100) percent replacement (Example: Two (2) ten-inch caliper trees removed may be mitigated with four 5-inch caliper trees, five (5) four-inch caliper trees, or seven (7) three-inch caliper trees). Deciduous specimen trees four-inch caliper or greater may count double towards total calipers lost, when planted at entryways, within common open space, and when used as focal elements in landscape design.

The applicant shall add a mitigation section to the landscape plan for trees that are removed meeting the criteria above.

v. Storm integration

Per UDC 11-3B-11, the applicant shall meet the intent to improve water quality and provide a natural, effective form of flood and water pollution control through the integration of vegetated, well designed stormwater filtration swales and other green stormwater facilities into required landscape areas, where topography and hydrologic features allow if part of the development.

Development will be required to meet UDC 11-3B-11 for stormwater integration.

vi. Pathway landscaping

Landscaping for pathways shall meet the requirements outlined in UDC 11-3B-12.

Staff finds the landscape plan shows the applicant meets the requirements of UDC 11-3B-12 for pathway landscaping.

4. Parking (UDC 11-3C):

Off-street parking is required to be provided for each home based on the total number of bedrooms per unit as set forth in UDC Table 11-3C-6. On-street parking is also available on the proposed streets.

i. Residential parking analysis

The proposal will be required to meet the standards for parking as set forth in UDC 11-3C-6.

ii. Nonresidential parking analysis

Staff cannot analyze the parking for the nonresidential portion of this application as the applicant does not have a defined development plan for the commercial portion at this time. The commercial portion of the project will be developed in phase five (5) and will be required to comply with the commercial parking standards listed in UDC Table 11-3C-6. Non-residential parking will be evaluated with the submittal of the certificate of zoning compliance. The parking shall comply with UDC 11-3C-6.

iii. Bicycle parking analysis

A minimum of one (1) bicycle parking space is required for every twenty-five (25) vehicle parking spaces per UDC 11-3C-6G.

Staff cannot analyze the bicycle parking for the nonresidential portion of this application as the applicant does not have a defined development plan for the commercial portion at this time. This will be evaluated with the submittal of certificate of zoning compliance and design review.

5. Building Elevations (Comp Plan, Architectural Standards Manual):

Ten (10) conceptual building elevations were submitted for the proposed residential subdivision as shown in Exhibit VII.J.

Buildings shall be designed with elevations that create interest through the use of broken planes, windows, and fenestrations that produce a rhythm of materials and patterns. Design review is not required for single-family detached structures. However, because the rear and/or sides of homes facing W. Malta Drive/W. Gondola Drive will be highly visible, Staff recommends a DA provision requiring those elevations incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from adjacent public streets. Single-story homes are exempt from this requirement.

The applicant did not provide any building elevations for the commercial portion of the project. However, the building elevations shall comply with the Architectural Standards Manual, UDC, and Comprehensive Plan. This will be evaluated with the submittal of a certificate of zoning compliance and design review applications.

Comprehensive Plan policy 2.01.01C encourages the applicants to maintain a range of residential land use designations that allow diverse lot sizes, housing types, and densities. To support this policy staff recommends the applicant provide additional housing options (i.e. townhomes, single family attached) in the development.

6. Fencing (UDC 11-3A-6, 11-3A-7):

All fencing constructed on the site is required to comply with the standards listed in UDC 11-3A-7.

7. Parkways (Comp Plan, UDC 11-3A-17):

Comprehensive Plan policy 3.07.01C requires appropriate landscaping, buffers, and noise mitigation with new development along transportation corridors (setback, vegetation, low walls, berms, etc.).

Per the UDC the minimum width of parkways planted with Class II trees shall be eight (8) feet. The width can be measured from the back of curb where there is no likely expansion of

the street section within the right-of-way; the parkway width shall exclude the width of the sidewalk. Class II trees are the preferred parkway trees.

The applicant is proposing parkways along the entrance to W. Malta Drive/W. Gondola Drive of the subdivision.

E. Transportation Analysis

The Ada County Highway District (ACHD) reviewed the submitted application and has determined the following:

Traffic Impact Study: Additional information is needed as the Traffic Impact Study (TIS) did not include the commercial portion of the property. ACHD has conditioned the project to submit a revised TIS to address the potential impacts of the commercial lots prior to submitting plans for the final plat. Additional conditions of approval may be required based on the findings of the updated traffic study. The TIS shall also include a signal analysis for the Malta Drive/Ten Mile Road intersection.

Collector Street: The collector street (W. Malta Drive/W. Gondola Drive) shall be developed as a three (3) lane collector street (either a 47-foot wide or 37-foot wide street section) at its intersection with Ten Mile Road within the influence area of the intersection. West of the intersection, taper the roadway to 2 lanes as follows:

- Construct W. Malta Drive/W. Gondola Drive as a 36-foot wide residential collector street section with 2- travel lanes, on-street bike lanes, vertical curb, gutter, a minimum 8-foot wide landscape strip and 5-foot wide detached concrete sidewalk; or
- Construct W. Malta Drive/W. Gondola Drive as a 26-foot wide residential collector street section with 2- travel lanes, vertical curb, gutter, a minimum 8-foot wide landscape strip and a minimum 10-foot wide multi-use pathway on both sides of the roadway.
- The multi-use pathway will need to transition to on-street bike lanes at the intersection of W. Malta Drive/W. Gondola Drive and San Vito Way.

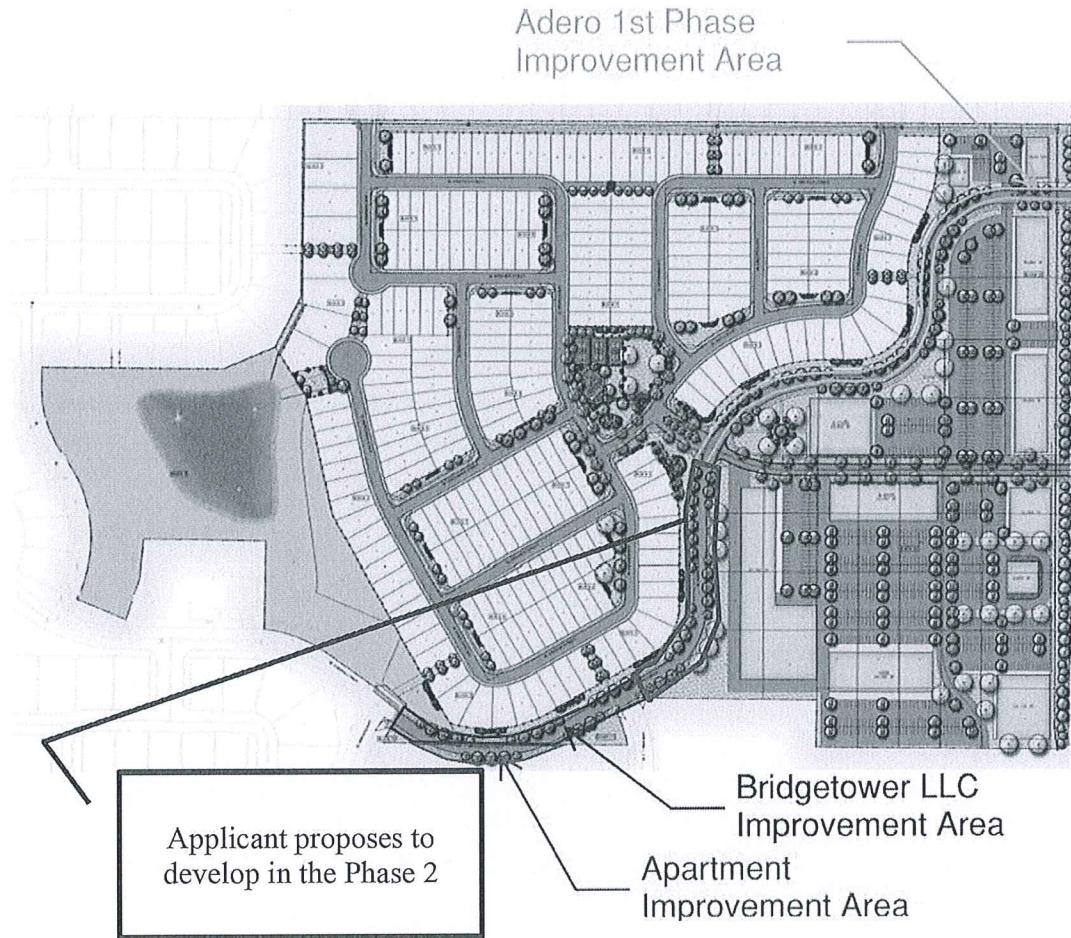
W. Malta Drive/W. Gondola Drive shall be constructed as a completed street (travel lanes, curb, gutter, sidewalk and landscaping). Staff is recommending these improvements be included with Phase one (1) of the development.

While the applicant is unsure of the commercial business at this time, staff is in agreement with delaying the installation of the buffers along the east side of Malta Drive/Gondola Drive. The landscape buffer on the west side of Malta/Gondola Drive shall be installed with the residential development portion of the property.

Comprehensive Plan policy 3.07.01C requires appropriate landscaping, buffers, and noise mitigation with new developments along transportation corridors. The landscape buffers will be installed with the inclusion of the 10-foot multi-use pathways or bicycle lanes along the collector street.

The new collector road is required to connect to N. San Vito Way and N. Vicenza Way which connects to W. McMillan Road. This will provide an overall transportation connectivity to the area and hopefully prevent individuals from cutting through neighborhoods to get to these areas.

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The roadway portion to the south has to be constructed in order for the Bridgetower development to receive occupancy for any of its buildings. **If the roadway section in red is not completed with Phase 1, there will be an approximate 0.12-mile gap in the transportation network in this area.**

If the new collector roadway does not connect at a minimum to N. Vicenza Way, residents of the proposed development will be forced to use Ten Mile Road to access the commercial businesses to the south. Additionally, the new collector will provide a direct route for residents of the southern developments, reducing the likelihood of them cutting through northern neighborhoods when dropping their children off at school. Individuals dropping off children at school will be able to use the collector as a more efficient and appropriate access route, minimizing traffic impacts on local residential streets.

A private agreement stipulates that the third segment of the new collector roadway, extending from N. Vicenza Way to N. San Vito Way, shall be constructed by a separate party. However, the agreement provides the applicant with the option to complete this segment if deemed necessary to support development or ensure roadway continuity.

Right-In/Right-Out Access to Ten Mile Road: The applicant is requesting a waiver for a right-in/right-out access to Ten Mile Road for the commercial portion of the development. Per the Ada County Highway District, existing driveways onto Ten Mile Road are to be closed and replaced with curb, gutter, sidewalk and landscaping. No new driveways are approved as part of this application. Other than approved with this application, direct lot access to Ten Mile Road is prohibited.

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1. Access (*Comp Plan 6.01.02B, UDC 11-3A-3, UDC 11-3H-4*):
Access to the property is W. Malta Drive/W. Gondola Drive, the new collector road, via Ten Mile Road.
Comprehensive Plan policy 6.01.02B requires the applicant to 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.
2. Multiuse Pathways (*UDC 11-3A-5*):
Multiuse pathways shall be constructed in accord with the city's comprehensive plan, the Meridian Pathways Master Plan, the Ada County Highway District Master Street Map and Roadways to Bikeways Master Plan.
3. Pathways (*Comp Plan 2.02.01A, Comp Plan 3.07.02A, Comp Plan 4.04.01A, UDC 11-3A-8*):
A 10-foot wide detached pathway is reflected along W. Malta Drive/Gondola Drive (the internal collector) which is consistent with the alignment shown on the Pathways Master Plan. There is also a five (5) foot wide detached pathway along Ten Mile Road. Several micro-pathways are reflected in providing connectivity to internal portions of the development.
All pathways should be constructed in accord with the standards listed in UDC 11-3A-8.
Comprehensive Plan policy 2.02.01A requires that new subdivision plats, require the design and construction of pathways connections, easy pedestrian and bicycle access to parks, safe routes to schools, and the incorporation of usable open space with quality amenities.
Comprehensive Plan policy 3.07.02A requires pedestrian circulation plans to ensure safety and convenient access across large commercial and mixed-use developments.
Comprehensive Plan policy 4.04.01A ensures that new development and subdivisions connect to the pathway system.
Together, these policies ensure that all new projects prioritize safe pedestrian access and integrate seamlessly with existing pathways.
4. Multiuse Pathways (*UDC 11-3A-5*):
Multiuse pathways shall be constructed in accord with the city's comprehensive plan, the Meridian Pathways Master Plan, the Ada County Highway District Master Street Map and Roadways to Bikeways Master Plan.
A ten (10) foot wide detached pathway is reflected along W. Malta Drive/Gondola Drive which is consistent with the alignment shown on the Pathways Master Plan. There is a five (5) foot wide detached sidewalk along Ten Mile Road which is consistent with Ada County Highway District Master Street Map and Roadways to Bikeways Master Plan.
Several micro-pathways are reflected providing connectivity to internal portions of the development. As mentioned in the Comprehensive Plan analysis above; to improve more direct pedestrian connectivity, staff is recommending additional micro-pathway connections.
5. Sidewalks (*UDC 11-3A-17*):
All sidewalks constructed as part of this proposal are required to comply with the standards listed in UDC 11-3A-17.
6. Private Streets (*UDC 11-3F-4*):
There are no private streets proposed for this development.

7. Subdivision Regulations (UDC 11-6):

i. Dead end streets

No streets or series of streets that ends in a cul-de-sac or a dead end shall be longer than five hundred (500) feet except as allowed in subsection (b) of this section. The City Council may approve a dead-end street up to seven hundred fifty (750) feet in length where an emergency access is proposed; or where there is a physical barrier such as a steep slope, railroad tracks, an arterial roadway, or a large waterway that prevents or makes impractical extension; and where a pedestrian connection is provided from the street to an adjacent existing or planned pedestrian facility. Cul-de-sac streets may serve a maximum of thirty (30) dwelling units.

The applicant is proposing a cul-de-sac that appears to meet the requirements of UDC 11-6C-3B-4.

ii. Common driveways

Per UDC 11-6C-3D, common driveways shall serve a maximum of four (4) dwelling units. In no case shall more than three (3) dwelling units be located on one (1) side of the driveway.

The applicant is proposing two (2) common driveways that meet the dimensional requirements as outlined in the UDC.

iii. Block face

UDC 11-6C-3- regulates block lengths for residential subdivisions. Staff has reviewed the submitted plat for conformance with these regulations. The intent of this section of code is to ensure block lengths do not exceed 750 ft, although there is the allowance of an increase in block length to 1,000 feet if a pedestrian connection is provided. In no case shall a block face exceed one thousand two hundred (1,200) feet, unless waived by the City Council.

It appears the block lengths do not exceed 750 feet as required by UDC 11-6C-3.

F. Services Analysis

1. Waterways (Comp Plan 4.04.02C, Comp Plan 4.05.01D, UDC 11-3A-6):

Per UDC 11-3A-6, requires limiting the tiling and piping of natural waterways, including, but not limited to, ditches, canals, laterals, sloughs and drains where public safety is not a concern as well as improve, protect and incorporate creek corridors (Five Mile, Eight Mile, Nine Mile, Ten Mile, South Slough and Jackson and Evan Drains) as an amenity in all residential, commercial and industrial designs. When piping and fencing is proposed, the standards outlined in UDC 11-3A-6B shall apply. The applicant needs to request a waiver from City Council to keep the canal open.

An irrigation ditch under the jurisdiction of the Settler's Irrigation District runs along the northern boundary of the property. The applicant is proposing to tile the ditch and construct a pathway within the irrigation easement. Prior to the City Engineer's signature for the final plat, the applicant must obtain a license agreement from the Settler's Irrigation District authorizing use of the easement for this purpose.

Per UDC 11-3A-6E, in Residential Districts, irrigation easements wider than ten (10) feet shall be included in a common lot that is a minimum of twenty (20) feet wide and outside of a fenced area, unless otherwise waived by City Council.

Comprehensive Plan policy 4.04.02C requires the applicant to continue partnerships with area irrigation districts to continue to expand pathway system along existing waterways.

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Comprehensive Plan policy 4.05.01D requires improving and protecting creeks and other natural waterways throughout commercial, industrial, and residential areas.

2. Pressurized Irrigation (UDC 11-3A-15):

The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (UDC 11-3B-6). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to receiving development plan approval.

3. Storm Drainage (UDC 11-3A-18):

An adequate storm drainage system is required in all developments by the City's adopted standards, specifications, and ordinances. Design and construction shall follow best management practices as adopted by the City as outlined in UDC 11-3A-18. Storm drainage will be proposed with a future Certificate of Zoning Compliance application and shall be constructed to City and ACHD design criteria.

4. Utilities (Comp Plan 3.03.03G, UDC 11-3A-21):

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. All utilities are available to the site. Water main, fire hydrant and water service require a twenty-foot (20) wide easement that extends ten (10) feet past the end of main, hydrant, or water meter. No permanent structures, including trees are allowed inside the easement.

Comprehensive Plan policy 3.03.03G requires urban infrastructure be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities.

IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

1. A Development Agreement (DA) is required as a provision of rezone of this property. Prior to approval of the rezone ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of rezone ordinance adoption, and the developer. **A final plat will not be accepted until the ordinance and development agreements have been approved by City Council.**

Currently, a fee of \$303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the new DA. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the rezone. The DA shall, at minimum, incorporate the following provisions:

Commercial (Development Agreement No. 1)

- a. Development of this site shall be generally consistent with the preliminary plat. Conceptual plans provided, including the landscape plan, conceptual plan, and conceptual building elevations for the commercial development included in Section VII and the provisions contained herein are intended to serve as general guidance for future required commercial applications.
- b. Future development of the site shall comply with the ordinances in effect at the time of development.

- c. Prior to submitting plans or a final plat that contains any commercial lots, the applicant shall submit a traffic impact study to address the potential impacts of the commercial lots as determined by ACHD. Coordinate the scope of work with the Ada County Highway District Planning Review staff. Additional conditions of approval may be required based on the findings of the updated traffic study.
- d. New buildings on pad sites adjacent to W. Malta Drive/W. Gondola Drive be limited to no more than a 1-story disparity in building height. Natural features, differences in grade, and other context sensitive neighborhood preservation design features should be considered with transitions.
- e. Building elevations shall comply with the Architectural Standards Manual, UDC, and Comprehensive Plan. Building elevations shall be evaluated with the submittal of a certificate of zoning compliance and design review applications.
- f. The buildings shall not have loading docks or outside storage adjacent to W. Malta Drive/W. Gondola Drive without screening of loading areas and mechanical systems.
- g. The business hours of operations for the C-G zoning district along W. Malta Drive/W. Gondola Drive shall be limited from 6:00 a.m. to 11:00 p.m. Extended hours of operation may be requested through a conditional use permit.
- h. For lots with frontage on a public street, a minimum of forty (40) percent of the buildable frontage of the property shall be occupied by building facades and/or public space.
- i. Approval of the proposed plaza area shall require the following: (i) minimum of 16,000 square feet; (ii) amenities shall be provided that promote transition from the residential areas to commercial uses, including, without limitation seating areas, gathering spaces, and multimodal facilities such as bicycle repair stations, workout stations, etc. The plaza design shall be submitted to the City for review and approval prior to the final plat approval or with the development of the second phase of the landscape improvements.
- j. Development of the proposed plaza area shall be required with the first commercial phase of the project that is adjacent to the plaza area. ~~, unless the final plat for the commercial portion is approved for phased development.~~
- k. The commercial portion of the development shall be responsible for the construction of the ~~entire~~ new collector roadway (Gondola/Malta Drive) including landscaping, multiuse pathways, ~~and landscaping on both sides~~ if it develops prior the residential portion excluding the ten (10) foot multi-use pathway and landscaping on the west residential side of the new collector road.
- l. Multi-family residential development shall be prohibited within the C-G zoning district in order to preserve the commercial land use and prevent further reduction of the commercial portion of the property.
- m. The landscape buffers along Ten Mile Road and the new collector shall be constructed within the first two phases of the commercial and office development.
- n. The L-O zoning district shall be required to have a thirty (30) foot landscape buffer and a 5-foot-wide pathway as depicted in the concept plan.
- o. No new driveways are approved as part of this application. Direct lot access to Ten Mile Road is prohibited unless otherwise approved by Council and ACHD based on an approved updated TIS.
- p. Additional driveways accessing the new collector shall be prohibited unless otherwise approved by Council and ACHD based on an approved updated TIS. ~~No additional~~

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~~driveways shall be permitted on the new collector, except for those explicitly identified and approved as part of this application.~~

- q. Pedestrian circulation and cross access shall generally conform to the layouts depicted in the concept plans provided in Exhibits VI.G and VI.M.

Residential (Development Agreement No. 2)

- r. Future development of this site shall be generally consistent with the preliminary plat, landscape plan, phasing plan, and conceptual building elevations for the single-family dwellings included in Section IV and the provisions contained herein.
 - s. Future development of the site shall comply with the ordinances in effect at the time of development.
 - t. The rear and/or sides of 2-story structures along W. Gondola/W. Malta Drive shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines. Single-story structures are exempt from this requirement.
 - u. W. Gondola/W. Malta Drive shall be constructed to N. Vicenza Way, excluding only the ten (10) foot multi-use pathway and landscaping on the east side of the new collector roadway in the first phase. The remainder of the roadway to N. San Vito Way shall be completely constructed as a complete street including sidewalk and landscaping on both sides, prior to the issuance of a certificate of occupancy for the second phase. Prior to the issuance of certificates of occupancy for homes within the first phase, W. Gondola/W. Malta Drive shall be constructed in its entirety, excluding only the ten (10) foot multi-use pathway and landscaping on the east side of the new collector roadway.
 - ~~v. The amenities within Lot 33, Block 4 shall be installed with the first phase of development.~~
1. The Preliminary Plat included in Section VII, dated 12/17/24, is approved with the following revisions:
 - a. All utility easements reflected on the utility plan shall be included on the final plat.
 - b. All pathways and micropathways shall be within a separate common lot or easement as required per UDC 11-3A-8.
 - c. Add a note to the plat stating plat note both the L-O and C-G zoning districts have a blanket cross access easement for access to the public roadways in accordance with UDC 11-3A-3.
 2. The Landscape Plan included in Section VII, dated 12/18/24, shall be submitted for review and approval with the following revisions prior to final plat approval:
 - a. Work with the Irrigation District to enter into an agreement to provide some type of landscaping other than gravel in the common open space area on the northern part of the property. The applicant will need to revise the landscape plan accordingly with the understanding that trees will not be allowed in the area, but shrubs may be allowed to be added if negotiated within an agreement with the Irrigation District. If not, the applicant shall submit for alternative compliance for the landscaping in this area.
 - b. Revise the landscape plan to show an open vision fence on lots 45, 47, and 49.
 3. Business hours of operation in the L-O zoning district shall be limited to 6 a.m. to 10 p.m.

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4. Prior to signature on the final plat by the City Engineer, the applicant shall submit a public access easement for the multi-use pathway along W. Malta Drive/Gondola Drive to the Planning Division for approval by City Council and subsequent recordation or unless required by ACHD.
5. The applicant shall coordinate with the Irrigation District regarding gravity irrigation service to ensure that Lots 78–84, Block 5 do not require an easement exceeding ten (10) feet in width. If an easement greater than ten (10) feet is required, it shall be located within a common lot with a minimum width of twenty (20) feet and situated outside of any fenced area, unless otherwise waived by the City Council in accordance with UDC 11-3A-6. If the irrigation easement is located in a common lot, the applicant shall install a micropathway within the common lot to connect to the proposed pathway system to on the north side of the property.
6. The applicant shall construct all proposed fencing and/or any fencing required by the UDC, consistent with the standards as set forth in UDC 11-3A-7 and 11-3A-6B, as applicable.
7. The development shall comply with standards and installation for landscaping as set forth in UDC 11-3B-5 and maintenance thereof as set forth in UDC 11-3B-13.
8. Pathway and adjoining fencings and landscaping shall be constructed consistent with the standards as set forth in UDC 11-3A-7A7, 11-3A-8 and 11-3B-12C.
9. The development shall comply with all subdivision design and improvement standards as set forth in UDC 11-6C-3, including but not limited to driveways, easements, blocks, street buffers, and mailbox placement.
10. Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for single-family detached dwellings based on the number of bedrooms per unit.
11. Off-street parking is required to be provided in accordance with the standards listed in UDC 11-3C-6 for the nonresidential uses based on gross floor area.
12. All common driveways shall meet the requirements of 11-6C-2-D including a perpetual ingress/egress easement being filed with the Ada County Recorder, which shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment.
13. A Certificate of Zoning Compliance and Design Review application shall be submitted and approved for the proposed commercial and office development prior to submittal of a building permit application. The design of the site and structures shall comply with the standards listed in UDC 11-3A-19; the design standards listed in the Architectural Standards Manual.
14. The Applicant shall have a maximum of two (2) years to obtain City Engineer's signature on a final plat in accord with UDC 11-6B-7.
15. The Applicant shall comply with all conditions of ACHD.
16. Staff's failure to cite all relevant UDC requirements does not relieve the applicant from compliance.

B. Meridian Public Works

Site Specific Conditions of Approval

1. Water mains need a casing when crossing irrigation that limits access to times of the year. Either provide casing or proof that the City will have access at all times. Current configuration would not allow the casing to be installed per City standards and would need to be adjusted if casing is needed.

2. Engineer to verify if there is a well onsite. If a well is located on the site it must be abandoned per regulatory requirements and proof of abandonment must be provided to the City.
3. Stub will need to connect to southern stub off of N Vicenza Way when this area develops.
4. Stub will need to connect to north stub off of W Malta Dr when area develops.
5. The water line from San Vito Way needs to connect to the rest of the development. If the existing stub is not used it needs to be abandoned and a different connection will need to be made.
6. Eliminate dead-end at station 3, by connecting water through pathway. Provide a 20' easement with the water main centered in easement. No trees or other permanent structures allowed in easement.
7. Locate meters and fire hydrants so they are at least 5' from trees or other permanent structure.
8. Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within the utility easement.
9. Provide 20' Easements for mains, hydrant laterals and water services. Easements should extend up to the end of main/hydrant/water meter and 10' beyond it.

General Conditions of Approval

1. Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet then alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
2. Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
3. The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to development plan approval.
4. The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (UDC 11-3B-6). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to receiving development plan approval.
5. All existing structures that are required to be removed shall be prior to signature on the final plat by the City Engineer. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.

6. All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.
7. Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
8. Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
9. Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.
10. A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.
11. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
12. Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
13. It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
14. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
15. Developer shall coordinate mailbox locations with the Meridian Post Office.
16. Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
17. The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
18. The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
19. At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
20. A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A

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copy of the standards can be found at
http://www.meridiancity.org/public_works.aspx?id=272.

21. The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
22. The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

C. Meridian Police Department

<https://weblink.meridiancity.org/WebLink/browse.aspx?id=379825&dbid=0&repo=MeridianCity>
y

D. Meridian Park's Department

1. The project developer shall design and construct multi-use pathways consistent with the location and specifications set forth in the Meridian Pathways Master Plan Map and Master Pathways Plan Document Chapter 3). Any proposed adjustments to pathway alignment shall be coordinated through the Pathways Project Manager. Interactive Pathways Map
2. Prior to final approval the applicant shall dedicate a public access easement for a 10' wide, detached multiuse pathway connecting from the existing pathway at W Gondola Drive, running along the north side of W Gondola Drive, continuing along W Malta Drive, and out to N. Ten Mile Road. Easements shall be a minimum of 14' wide (10' pathway + 2' shoulder each side). Pedestrian access easement need only be dedicated for multi-use pathways that lie outside the public ROW. Use standard City template for public access easement. Submit all easements online through Citizen's Access Portal.
3. Construct multi-use pathways per paving section based on existing site conditions as recommended by project civil engineer in accord with UDC 11-3A-8 and 11-3B-12. Prior to final approval the applicant's engineer shall provide written documentation that the pathway segment was constructed per the recommended specifications.
4. The owner (or representative association) of the property affected by each public access easement shall have an ongoing obligation to maintain the multi-use pathway.

E. School Impact Community Development

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=379825&dbid=0&repo=MeridianCity>
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F. Community Planning Association of Southwest Idaho (COMPASS)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=379825&dbid=0&repo=MeridianCity>
y

G. Idaho Department of Environmental Quality (DEQ)

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=379825&dbid=0&repo=MeridianCity>
y

H. Ada County Highway District (ACHD)

<https://weblink.meridiancity.org/WebLink/browse.aspx?id=379825&dbid=0&repo=MeridianCity>

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I. Idaho Transportation Department (ITD)

<https://weblink.meridiancity.org/WebLink/browse.aspx?id=379825&dbid=0&repo=MeridianCity>

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V. FINDINGS

A. Rezone (UDC 11-5B-3E)

Upon recommendation from the commission, the council shall make a full investigation and shall, at the public hearing, review the application. In order to grant an annexation and/or rezone, the council shall make the following findings:

1. The map amendment complies with the applicable provisions of the comprehensive plan;
Council finds the proposed zoning map amendment to rezone the property from the R-8 zoning district to the O-T zoning district is consistent with the Comprehensive Plan.
2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;
Council finds the proposed zoning map amendment complies with the regulations outlined in the requested R-8, R-15 and C-G zoning districts.
3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;
Council finds the proposed zoning map amendment should not be detrimental to the public health, safety and welfare.
4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, school districts; and
Council finds the proposed zoning map amendment will not result in an adverse impact on the delivery of services by any political subdivision providing public services within the City.
5. The annexation (as applicable) is in the best interest of city.
Not applicable

B. Preliminary Plat (UDC-6B-6)

In consideration of a preliminary plat, combined preliminary and final plat, or short plat, the decision-making body shall make the following findings:

1. The plat is in conformance with the comprehensive plan and is consistent with this unified development code;
Council finds the proposed plat is generally in conformance with the UDC if the Applicant complies with the conditions of approval in Section IV.
2. Public services are available or can be made available and are adequate to accommodate the proposed development;
Council finds public services can be made available to the subject property and will be adequate to accommodate the proposed development.

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3. The plat is in conformance with scheduled public improvements in accord with the city's capital improvement program;
Council finds the proposed plat is in substantial conformance with scheduled public improvements in accord with the City's Capital Improvement Program.
4. There is public financial capability of supporting services for the proposed development;
Council finds there is public financial capability of supporting services for the proposed development.
5. The development will not be detrimental to the public health, safety or general welfare; and
Council finds the proposed development will not be detrimental to the public health, safety or general welfare.
6. The development preserves significant natural, scenic or historic features.
Council is unaware of any significant natural, scenic or historic features that need to be preserved with this development.

VI. ACTION

A. Staff:

Staff recommends approval of the rezone from C-C (Community Commercial) to R-8 and R-15 (Residential) zoning districts, L-O, C-G and the preliminary plat associated with the residential and commercial development per the provisions in Section IV in accord with the Findings in Section V.

B. Commission:

The Meridian Planning & Zoning Commission heard these items on May 15, 2025. At the public hearing, the Commission moved to recommend approval of the subject rezone, preliminary plat and Development Agreement modification requests.

1. Summary of Commission public hearing:
 - a. In favor: Hethe Clark, representing the applicant
 - b. In opposition: Wade Ramsey, Robin Campbell, Patricia Fritschle, Tom Callison, Patty Scales, Richard Boyle, James Ferguson, Janice Bochar, Roger Soucy, Christian Jensen, Troy Carniglia, Tracy Garrison, Megan Ratzesberger, Allison Rice, David McAdams
 - c. Commenting: Wade Ramsey, Robin Campbell, Patricia Fritschle, Tom Callison, Patty Scales, Richard Boyle, James Ferguson, Janice Bochar, Roger Soucy, Christian Jensen, Troy Carniglia, Tracy Garrison, Megan Ratzesberger, Allison Rice, David McAdams
 - d. Written testimony: None
 - e. Staff presenting application: Linda Ritter
 - f. Other Staff commenting on application: Bill Parson
2. Key issue(s) of public testimony:
 - a. Too much density, increased traffic, safety concern for individuals trying to make a left turn onto Ten Mile from the new collector road without a traffic signal, safety concerns with the increased traffic, overcrowding of the schools in the area, proposed development not consistent with the neighborhood (R-8 vs R-15)
3. Key issue(s) of discussion by Commission:
 - a. Collector being completed in phase 1, density a bit high, limiting big box potential on commercial side
4. Commission change(s) to Staff recommendation:
 - a. Commercial Development Agreement:
1a - Development of this site shall be generally consistent with the preliminary plat. Conceptual plans provided, including the landscape plan and conceptual building elevations for the commercial development included in Section VII and the provisions

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contained herein are intended to serve as general guidance for future required commercial applications.

1c - Prior to submitting plans or a final plat that contains any commercial lots, the applicant shall submit a traffic impact study to address the potential impacts of the commercial lots as determined by ACHD. Coordinate the scope of work with the Ada County Highway District Planning Review staff. Additional conditions of approval may be required based on the findings of the updated traffic study.

1g - Staff is working with the applicant regarding requirements for transitioning and will have this issue resolved prior to the City Council hearing, for now the condition stands as presented.

1j - Development of the proposed plaza area shall be required with the first commercial phase of the project that is adjacent to the plaza area, unless the final plat for the commercial portion is approved for phased development.

1k - The commercial portion of the development shall be responsible for the construction of the entire new collector roadway (Gondola/Malta Drive) including landscaping, multi-use pathways, and landscaping on both sides if it develops prior to the residential portion excluding the ten (10) foot multi-use pathway and landscaping on the west residential side of the new collector road.

1p - Staff is working with the applicant on this issue and should have a resolution prior to the City Council hearing, for now the conditions stand as presented.

b. Residential Development Agreement:

1v - remove this condition as the phasing plan has been revised to show the amenities being built with the second phase.

5. Outstanding issue(s) for City Council:

a. Conditions 1g, 1p and 1u as staff and the applicant are still working to resolve these conditions.

C. City Council:

The Meridian City Council heard these items on June 10, 2025. At the public hearing, the Council moved to approve the subject Development Agreement Modification, Preliminary Plat and Rezone requests.

1. Summary of the City Council public hearing:

a. In favor: Hethe Clark, representing the applicant, Jim Conger

b. In opposition: Patricia Fritschle, Richard Boyle, John Wycoff, Paul Elam, Marcy Sutcliffe, Bobbie Beck,

c. Commenting:

- Patricia Fritschle - opposes the density and overcrowding of schools as children in her subdivision are being bused to a different school.
- Richard Boyle - the existing Bridgetower neighborhood park being reduced in size and the remaining park unusable. Turning the park over to the HOA does not alleviate the problem if the current property owner still maintains control of the HOA.
- John Wycoff - concerned about the water rights for the Bridgetower neighborhood.
- Paul Elam - too much development in the area and the existing infrastructure cannot handle the traffic. No longer have faith in the Council.
- Marcy Sutcliffe - does not feel the new collector road will alleviate traffic congestion in this area, have issues with the density and some of the ancillary proposals and conditions of the project.
- Bobbie Beck - overcrowding of the local schools.

d. Written testimony: Shawn Freeman, In opposition to the proposed development. Opposes rezoning from R-4 to R-8. The streets are not equipped to handle the influx of

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vehicles. The increased density will lead to overcrowding, strain on local resources such as schools, utilities and a decline in the peaceful environment that makes this area a desirable place to live.

e. Staff presenting application: Linda Ritter

f. Other Staff commenting on application: Bill Parsons, Rebecca Phillips - ACHD

2. Key issue(s) of public testimony:

a. Density, overcrowding of the schools, traffic congestion, water rights, relinquishment of the Bridgetower HOA from the current owner, reduction in size of the existing park

3. Key issue(s) of discussion by City Council:

a. Control of the existing Bridgetower Subdivision park, control of existing HOA for Bridgetower Subdivision, water rights for the Bridgetower Subdivision

4. City Council change(s) to Commission recommendation:

a. None

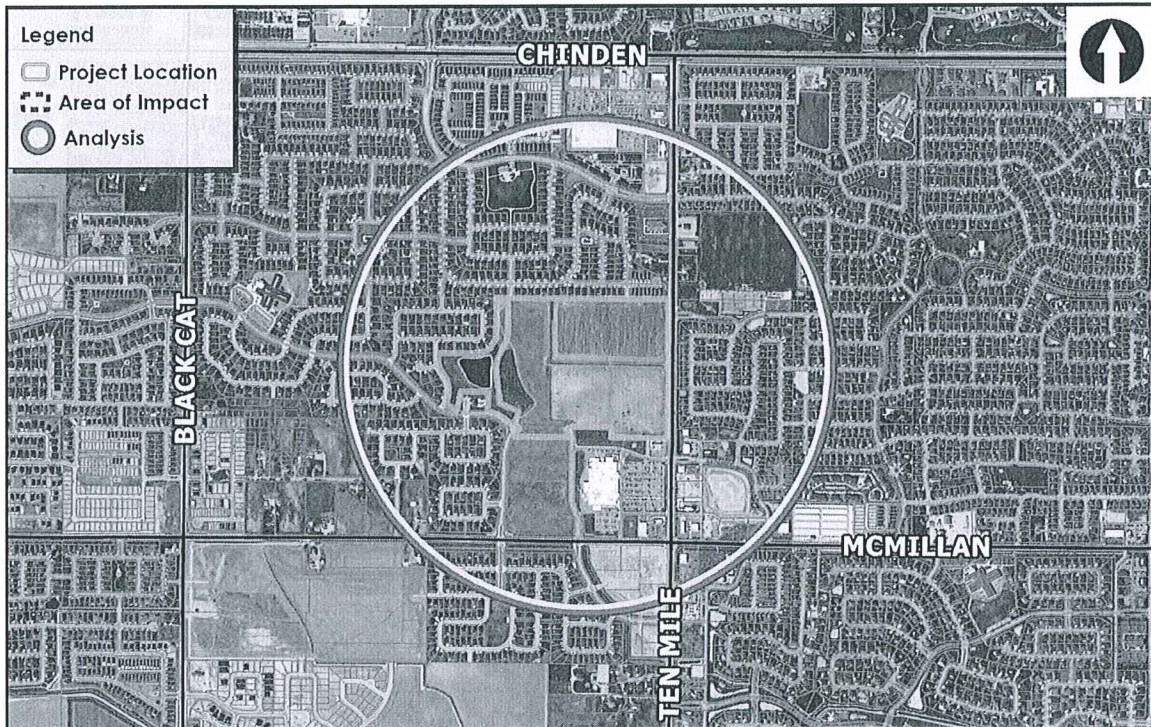
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VII. EXHIBITS

A. Project Area Maps

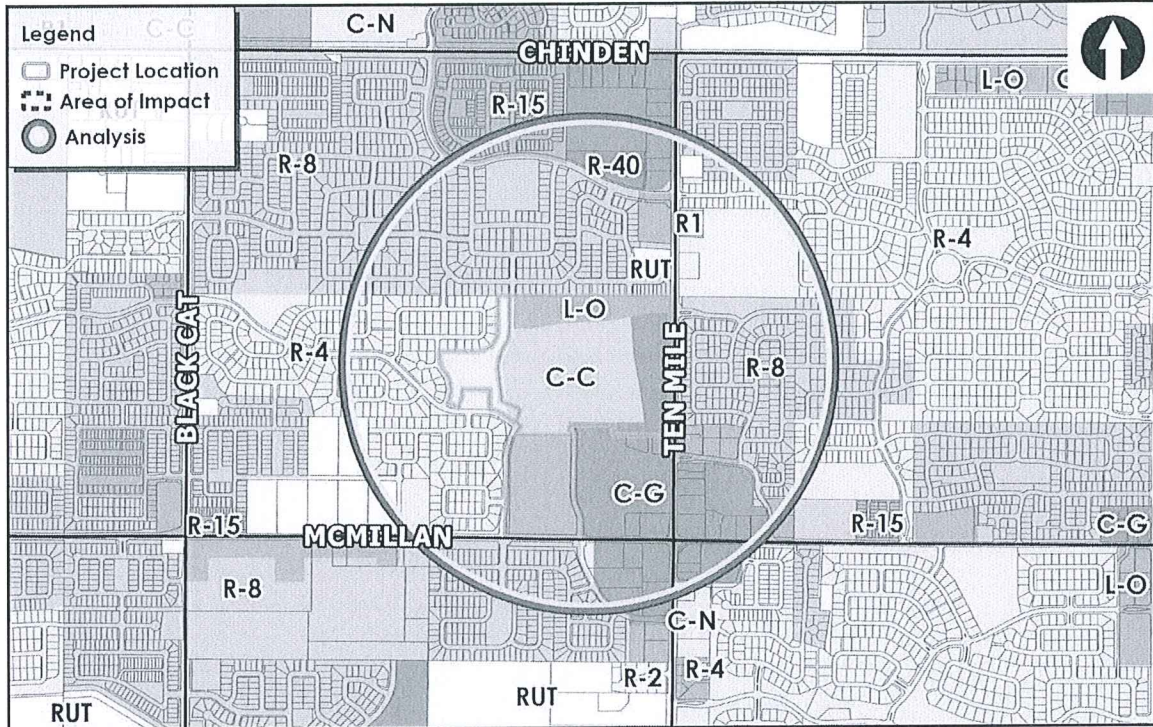
(link to Project Overview)

1. Aerial

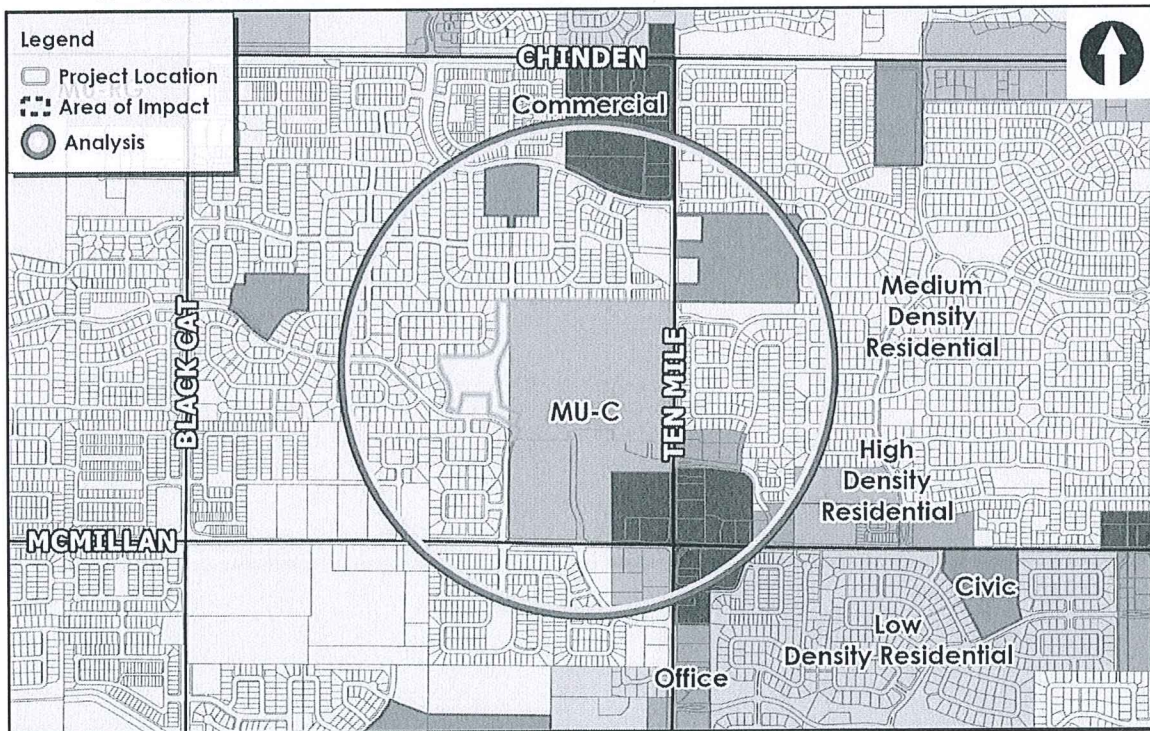


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2. Zoning Map

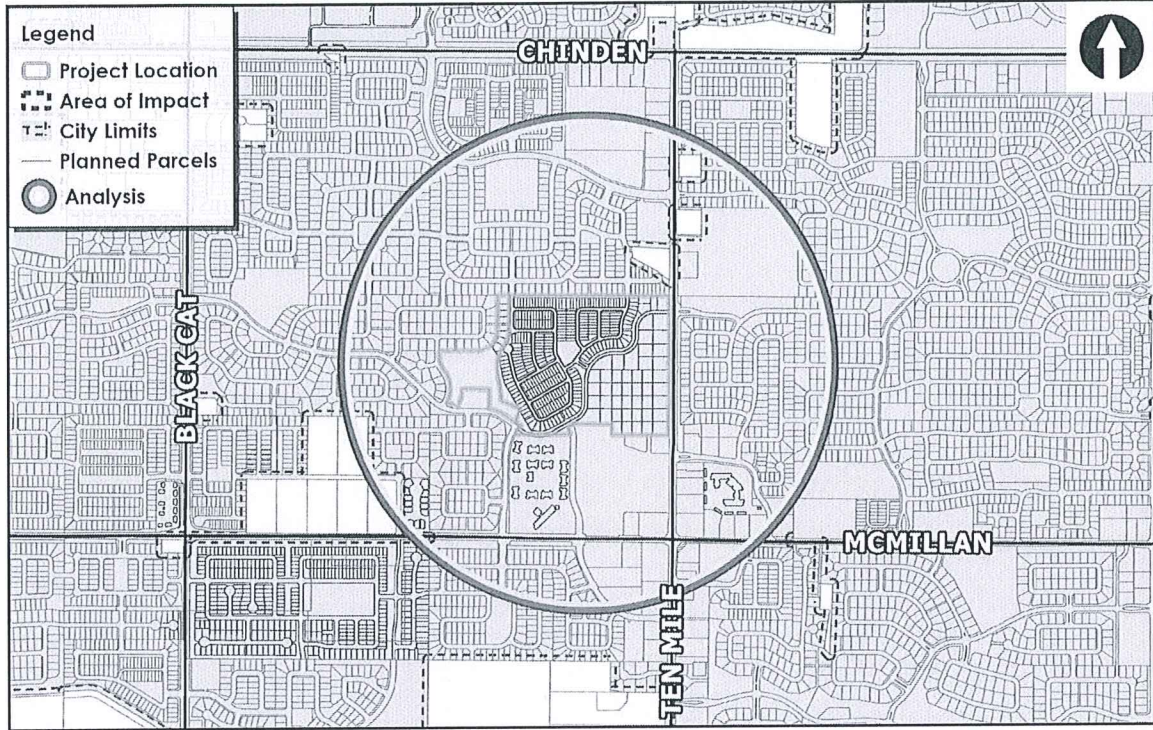


3. Future Land Use



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4. Planned Development Map



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5. Map Notes

Nearby Recent Preliminary Plats (within last 5-years)

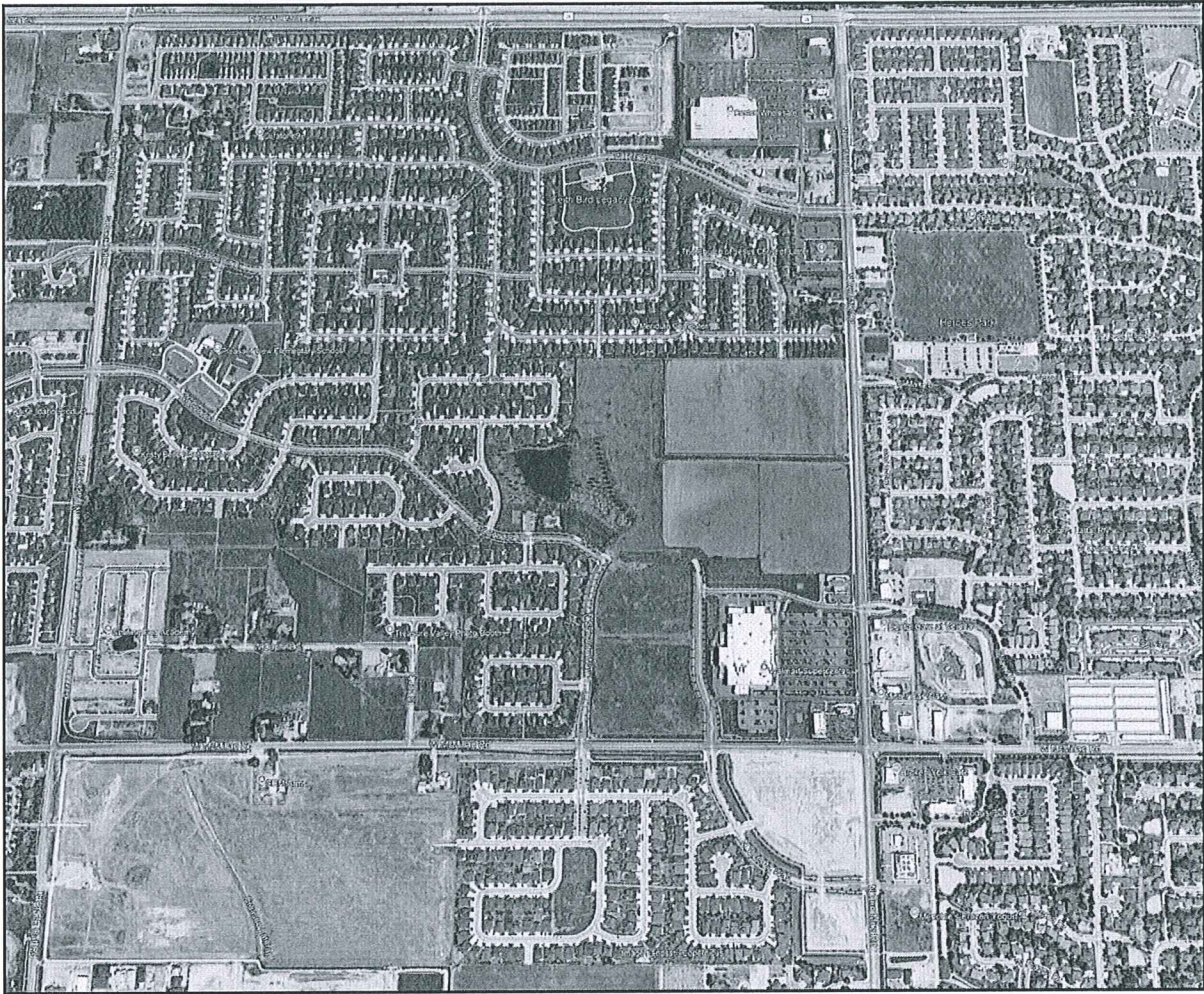
H-2019-0146 H-2020-0004 H-2020-0022 H-2021-0001 H-2021-0018 H-2021-0051 H-2021-0080 H-2022-0034 H-2022-0028 H-2022-0047 H-2022-0068 CR-2022-0006 H-2022-0074 H-2022-0076 H-2022-0087 H-2023-0014 H-2023-0016 H-2023-0026 H-2023-0035 H-2024-0050

Nearby Recent Conditional Use Permits (within last 5-years)

H-2018-0018 H-2019-0074 H-2020-0032 H-2020-0017 H-2020-0092 H-2020-0101 H-2021-0056 H-2018-0088 H-2018-0004 H-2022-0006 H-2022-0025 H-2024-0016

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B. Subject Site Photos



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C. Service Accessibility Report

PARCEL S0427417210 SERVICE ACCESSIBILITY

Overall Score: 24	15th Percentile
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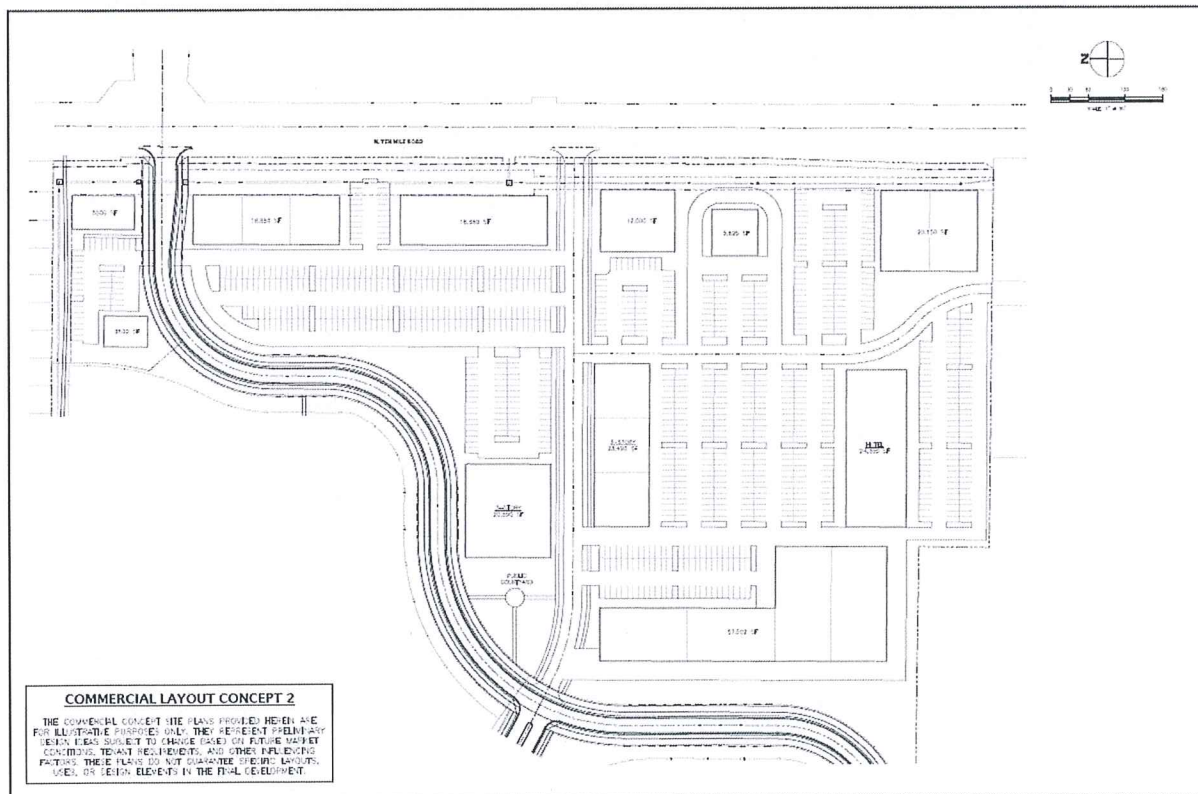
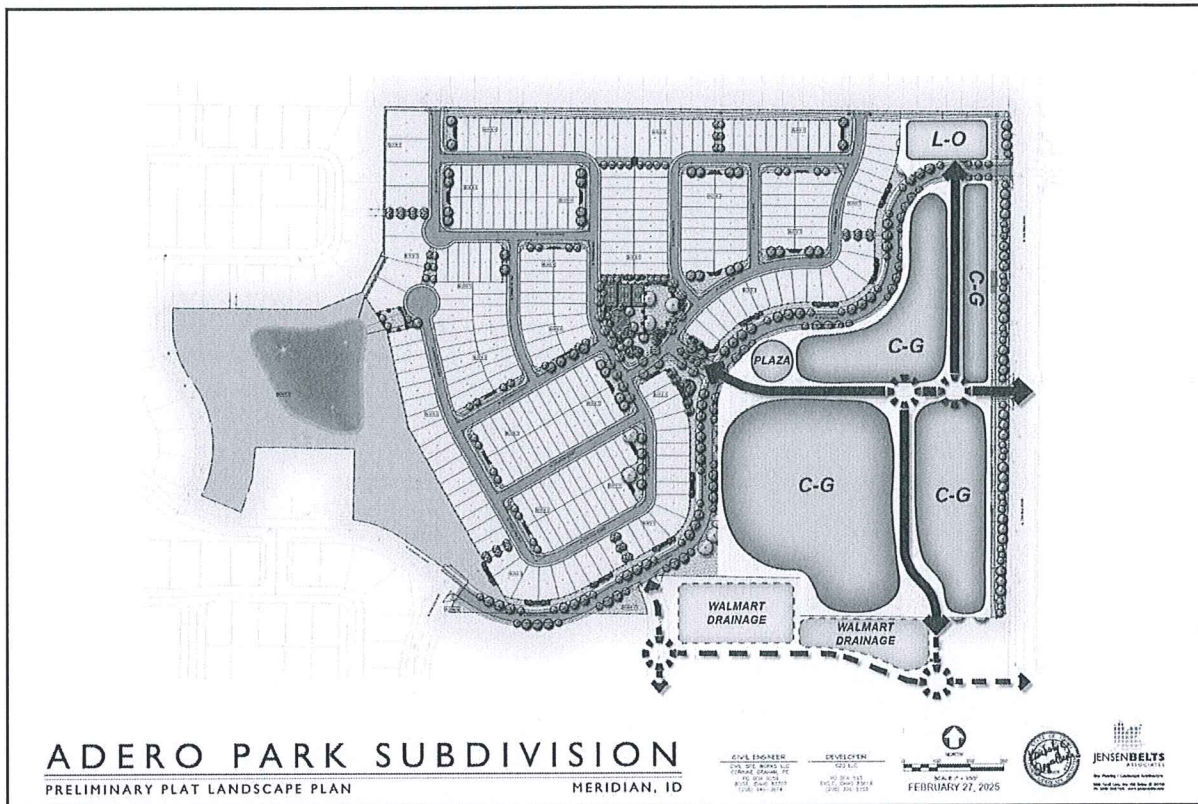
Criteria	Description	Indicator
Location	In City Limits	GREEN
Extension Sewer	Trunkshed mains < 500 ft. from parcel	GREEN
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time 5-9 min.	YELLOW
Emergency Services Police	Not enough data to report average response time	RED
Pathways	Within 1/4 mile of current pathways	GREEN
Transit	Not within 1/4 of current or future transit route	RED
Arterial Road Buildout Status	Ultimate configuration (# of lanes in master streets plan) matches existing (# of lanes)	GREEN
School Walking Proximity	Within 1/2 mile walking	GREEN
School Drivability	Either a High School or College within 2 miles OR a Middle or Elementary School within 1 mile driving (existing or future)	GREEN
Park Walkability	Either a Regional Park within 1 mile OR a Community Park within 1/2 mile OR a Neighborhood Park within 1/4 mile walking	GREEN

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E. Commercial Concept Plan/Building Layout



LEGEND

1. LOT LINES
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LOT SUMMARY

LOT NO.	LOT AREA	LOT AREA
1-100	100.00	100.00
101-200	200.00	200.00
201-300	300.00	300.00
301-400	400.00	400.00
401-500	500.00	500.00
501-600	600.00	600.00
601-700	700.00	700.00
701-800	800.00	800.00
801-900	900.00	900.00
901-1000	1000.00	1000.00

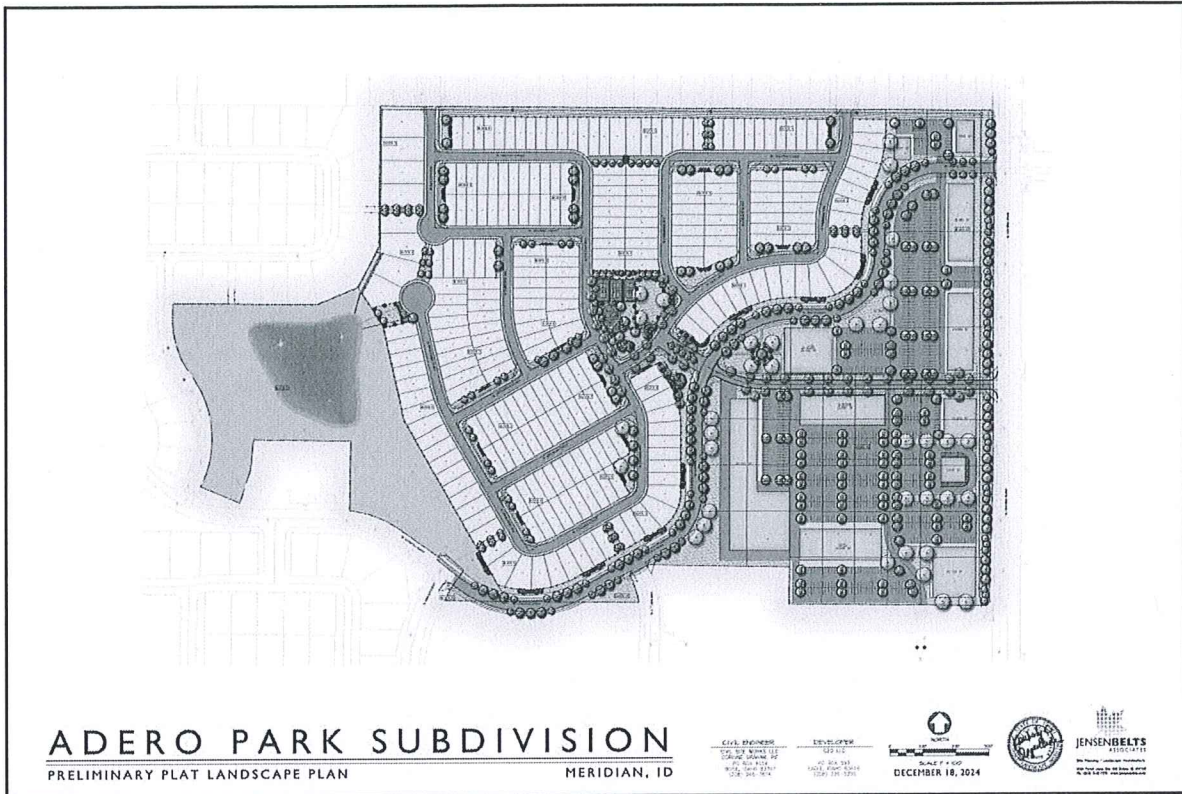
CONVERTABLE

LOT NO.	LOT AREA	LOT AREA
1-100	100.00	100.00
101-200	200.00	200.00
201-300	300.00	300.00
301-400	400.00	400.00
401-500	500.00	500.00
501-600	600.00	600.00
601-700	700.00	700.00
701-800	800.00	800.00
801-900	900.00	900.00
901-1000	1000.00	1000.00

ADERO PARK SUBDIVISION
PRELIMINARY PLAT

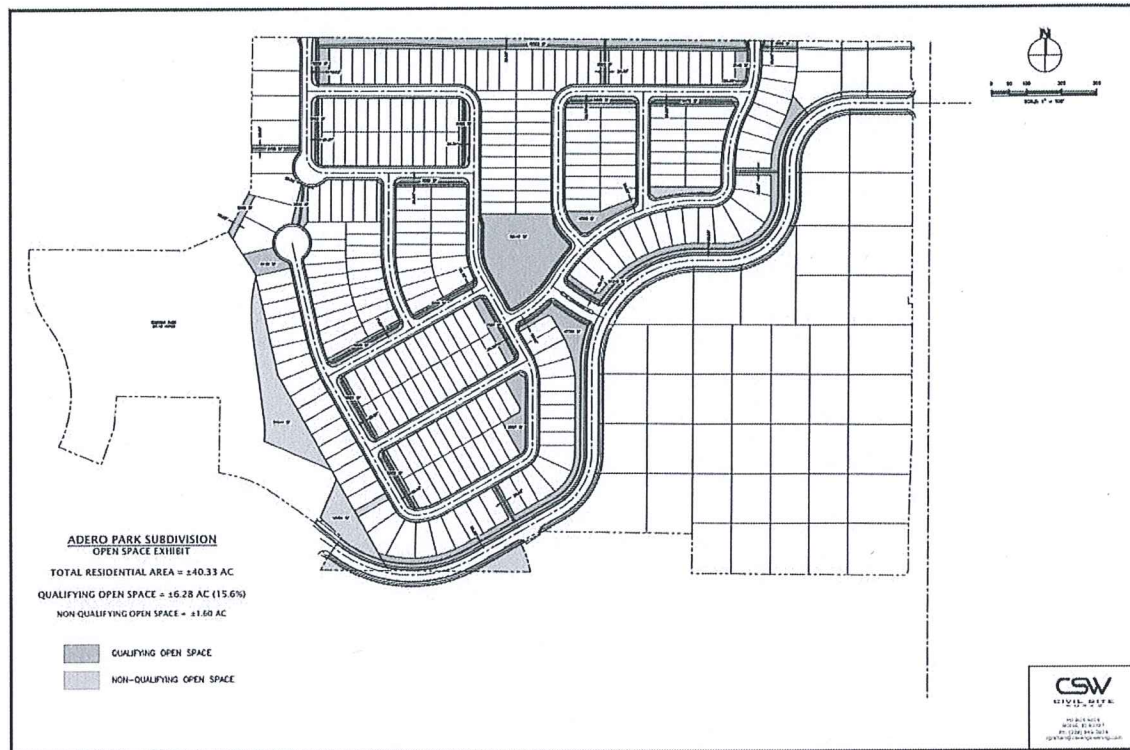
Commercial phasing to be determined with final plat application.

H. Landscape Plan (date: 12/18/2024)



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I. Qualified Open Space Exhibit (date: 12/19/2024)

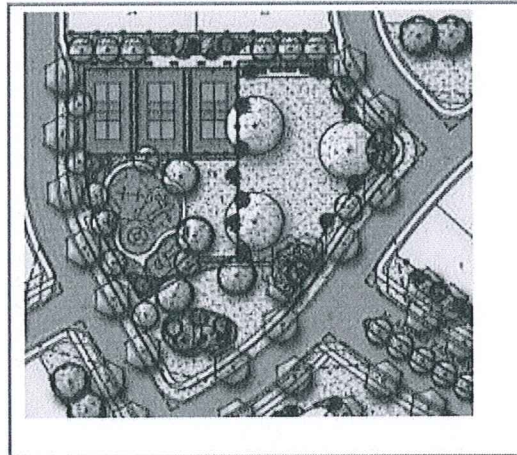


J. Amenities Exhibit (date: 12/19/2024)

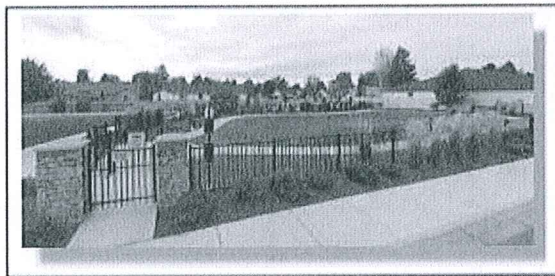
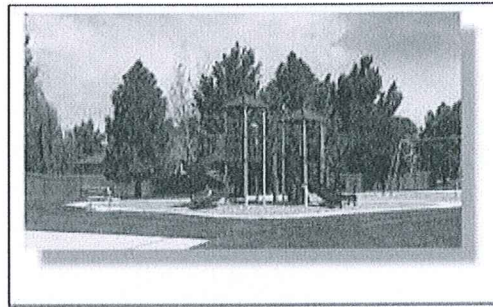
Proposed Amenities:

One Acre Central Plaza (Block 4, Lot 33) :

- Three Pickleball Courts
- Fountain
- Play Structure
- Dog Park
- Climbing Rock
- Seating Benches
- Attractive Landscaping



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- **Pathways** – The Adero Mixed Use Neighborhood will include the following pedestrian pathways:

- **10' Wide Regional Pathway**
2,752 LF
- **5' wide pathway in liner open space** 1,700 LF

Pedestrian pathways within the Adero Mixed Use Neighborhood will total a half a mile in length.



- **Dog Park (Block S, Lot 45)**
 - Fenced enclosure
 - Dog Waste Station
 - Sitting Benches
 - Attractive Landscaping

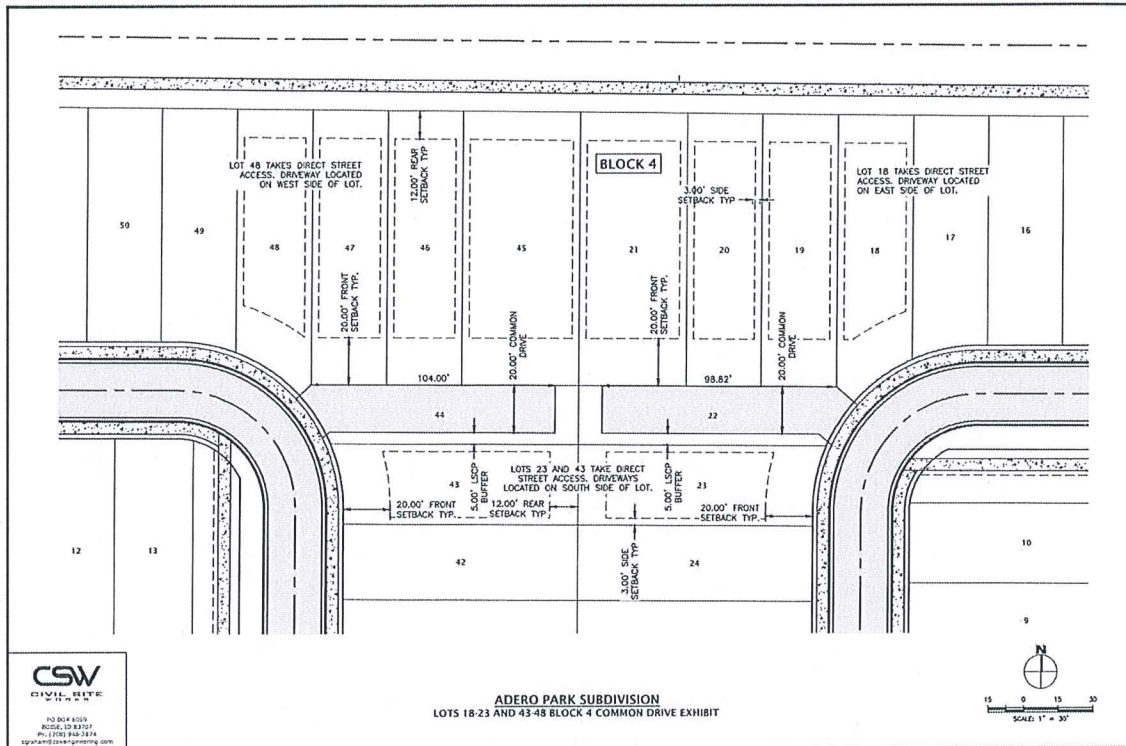


- **Other open green areas** – Several other open spaces will have the following Amenities:
 - Shade structures
 - Large open grass areas
 - Internal Pathways
 - Picnic Area
 - Attractive Landscaping



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K. Common Driveway Exhibit (date: 12/17/2024)

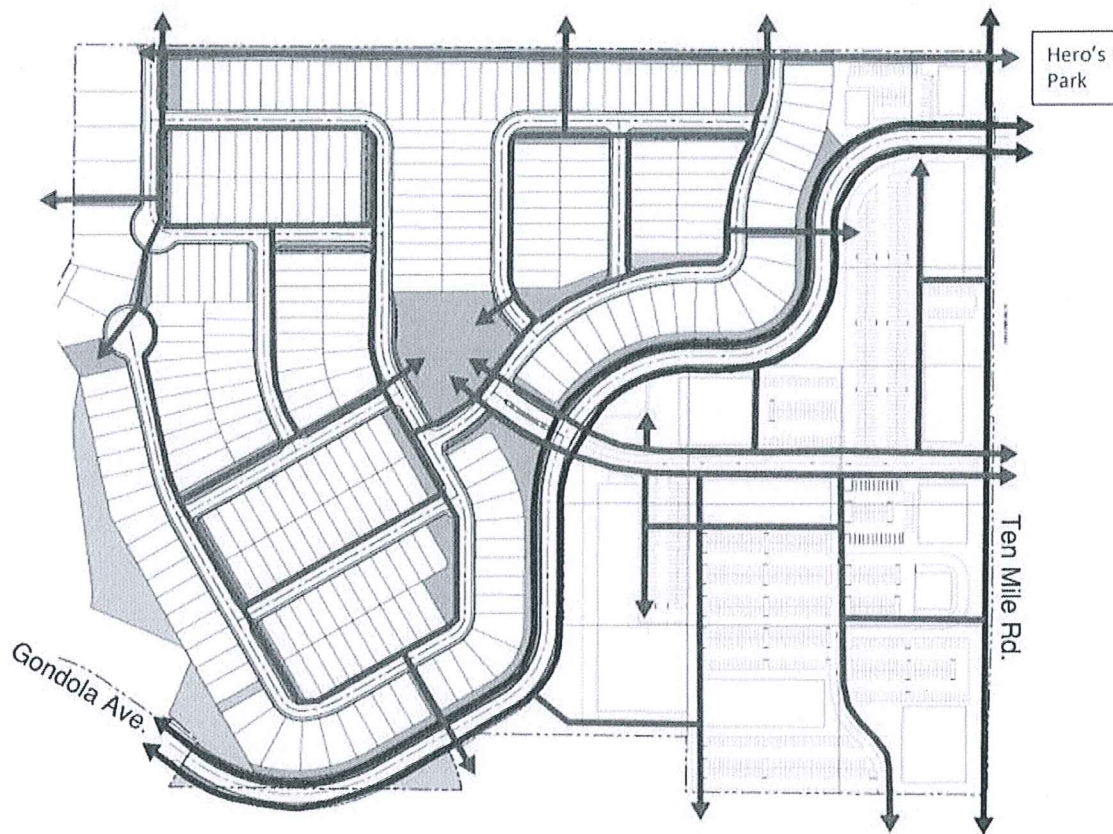


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M. Pedestrian Connectivity Exhibit



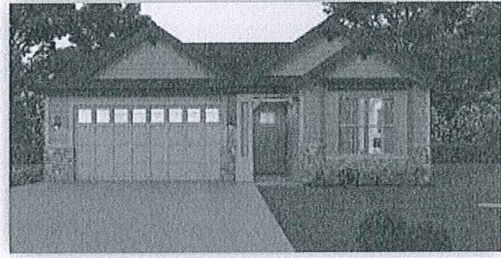
Red = Internal Sidewalks and pathways
Blue = Regional Pathways

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N. Residential Building Elevations (date: [Click here to enter a date.](#))



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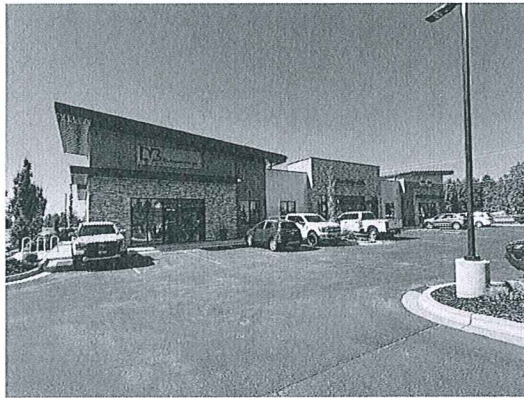
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O. Commercial Exhibits (5/9/2025)

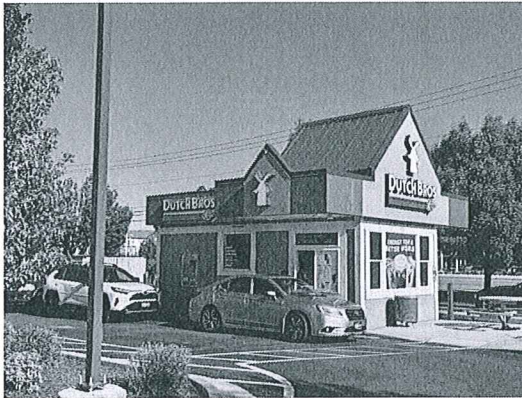
The images provided are intended solely for architectural reference. They are not representative of specific individual uses. Future buildings may or may not incorporate architectural elements depicted in these images.



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P. R-8 Rezone Legal Description & Exhibit Map



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

R-8 Zone Description

BASIS OF BEARINGS is S. 89°21'10" E., between a found aluminum cap marking the C1/4 corner of Section 27 and a found aluminum cap marking the E1/4 of Section 27, T. 4 N., R. 1 W., B.M.

A parcel of land located in the SE1/4 of Section 27, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at and aluminum cap marking the E1/4 corner of Section 27;

Thence N. 89°21'10" W., coincident with the north line of said SE1/4, the south boundary of Bainbridge Subdivision No. 10, as shown in Book 118 of Plats, Pages 18069-18071, the south boundary of Bainbridge Subdivision No. 9, as shown in Book 116 of Plats, Pages 17641-17645 and the south boundary of Bainbridge Subdivision No. 8, as shown in Book 115 of Plats, Pages 17189-17193, Ada County Records, 1789.66 feet to the **POINT OF BEGINNING**;

Thence leaving said north line, S. 0°21'17" W., 320.15 feet to the beginning of a curve to the right;

Thence 10.19 feet along the arc of said curve, having a radius of 13.00 feet, through a central angle of 44°55'36", subtended by a chord bearing S. 22°49'05" W., 9.93 feet to the beginning of a reverse curve to the left;

Thence 98.83 feet along the arc of said curve, having a radius of 55.00 feet, through a central angle of 102°57'08", subtended by a chord bearing S. 6°11'40" E., 86.06 feet;

Thence non tangent to said curve, S. 13°59'17" W., 114.69 feet to the beginning of a non-tangent curve to the left;

Thence 96.74 feet along the arc of said curve, having a radius of 55.00 feet, through a central angle of 100°46'28", subtended by a chord bearing S. 37°48'10" W., 84.74 feet;

Thence non-tangent to said curve, S. 77°24'56" W., 87.65 feet;

Thence S. 32°30'06" E., 65.02 feet;

Thence S. 12°35'04" E., 294.87 feet;

Thence S. 29°30'15" E., 633.75 feet to the south line of Parcel A, as shown on Record of Survey No. 12520, Ada County Records;

Thence N. 89°14'29" W., coincident with said south line, 192.23 feet to the easterly boundary of Vicenza Subdivision as shown in Book 108 of Plats, Pages 15026-15028, Ada County Records and the beginning of a non-tangent curve to the right;

Thence 109.90 feet along the arc of said curve, having a radius of 555.00 feet, through a central angle of 11°20'44", subtended by a chord bearing N. 33°22'04" E., 109.72 feet to the northeasterly corner of said Vicenza Subdivision;

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Page | 1

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Thence N. 47°48'16" W., coincident with the northerly boundary of said Vicenza Subdivision, 18.03 feet to the easterly right of way of N. San Vito Way and the beginning of a non-tangent curve to the left;

Thence leaving said northerly boundary and coincident with said right of way, 39.16 feet along the arc of said curve, having a radius of 573.00 feet, through a central angle of 3°54'55", subtended by a chord bearing S. 37°10'56" W., 39.15 feet to the centerline extended of W. Gondola Dr;

Thence N. 54°37'59" W., coincident with said centerline of W. Gondola Dr and the extension thereof, 211.53 feet to the beginning of a curve to the left;

Thence coincident with said centerline, 149.14 feet along the arc of said curve, having a radius of 300.00 feet, through a central angle of 28°29'04", subtended by a chord bearing N. 68°52'31" W., 147.61 feet to the extension of the westerly boundary of Vicenza Subdivision No. 2 as shown in Book 110 of Plats, Pages 15670-15673, Ada County Records;

Thence non-tangent to said curve, N. 1°02'41" E., coincident with said westerly boundary and the extension thereof, 238.56 feet;

Thence coincident with the northerly boundary of said Vincenza Subdivision No. 2 the following six (6) courses and distances:

Thence N. 88°57'19" W., 296.43 feet;

Thence S. 5°14'47" W., 91.17 feet;

Thence S. 18°48'48" W., 107.19 feet;

Thence N. 67°23'12" W., 129.19 feet;

Thence N. 25°42'39" E., 6.93 feet;

Thence N. 64°17'45" W., 26.00 feet to the centerline of N. Bolsena Way and the beginning of a non-tangent curve left;

Thence coincident with said centerline, 326.23 feet along the arc of said curve, having a radius of 298.00 feet, through a central angle of 62°43'24", subtended by a chord bearing N. 5°36'57" W., 310.18 feet to the beginning of a reverse curve to the right;

Thence coincident with said centerline, 196.92 feet along the arc of said curve, having a radius of 300.00 feet, through a central angle of 37°36'35", subtended by a chord bearing N. 18°10'20" W., 193.41 feet;

Thence N. 0°37'57" E., coincident with said centerline, 48.23 feet to the extension of the southerly line of Vicenza Subdivision No. 3 as shown in Book 112 of Plats, Pages 16373-16375, Ada County Records;

Thence along the southerly and easterly boundaries of said Vicenza Subdivision No. 3 the following four (4) courses and distances:

Thence S. 89°22'03" E., 465.11 feet;

Thence N. 67°31'57" E., 137.46 feet;

Thence N. 27°39'20" E., 136.69 feet;

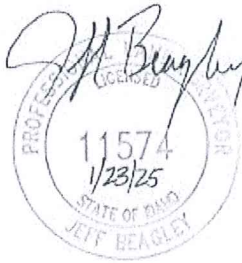
Thence N. 0°39'22" E., 123.49 feet to the northeast corner of said Vicenza Subdivision No. 3 and the southeast corner of Vicenza Lakes Subdivision as shown in Book 115 of Plats, Pages 17340-17342, Ada County Records;

M.M.

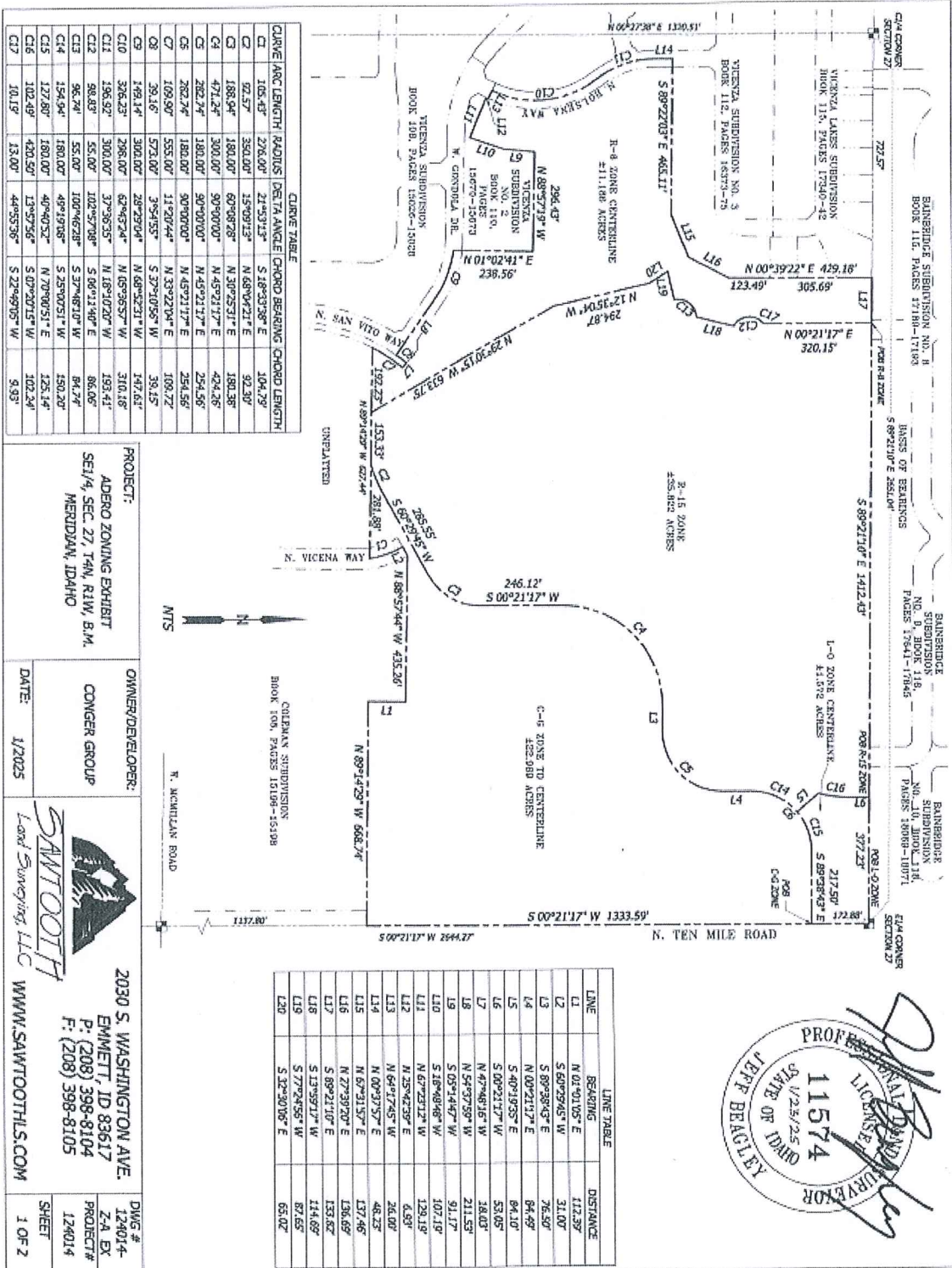
Thence continuing, N. 0°39'22" E., coincident with the east line of said Vicenza Lakes Subdivision, 305.69 feet to the north line of said SE1/4 and the south boundary of said Bainbridge Subdivision No. 8;

Thence S. 89°21'10" E., coincident with said north line and said south boundary, 133.82 feet to the **POINT OF BEGINNING**.

Said parcel contains 11.186 acres, more or less.



m.m.



PROJECT: ADERO ZONING EXHIBIT
 SET 1/4, SEC. 27, T4N, R1W, B.M.
 MERIDIAN, IDAHO

OWNER/DEVELOPER: CONGER GROUP

DATE: 1/2025

2030 S. WASHINGTON AVE.
 EMMEIT, ID 83617
 P: (208) 398-8104
 F: (208) 398-8105

SAFTOOTH
 Land Surveying, LLC
 WWW.SAFTOOTH.LS.COM

DWG # 124014-ZA-EX
 PROJECT # 124014
 SHEET 1 OF 2

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	105.43'	276.00'	21°53'13"	S 18°53'38" E	104.79'
C2	62.57'	350.00'	15°09'13"	N 68°04'21" E	92.30'
C3	188.94'	180.00'	60°08'28"	N 30°25'31" E	180.38'
C4	471.24'	300.00'	90°00'00"	N 45°21'17" E	424.26'
C5	282.74'	180.00'	90°00'00"	N 45°21'17" E	254.56'
C6	282.74'	180.00'	90°00'00"	N 45°21'17" E	254.56'
C7	109.90'	555.00'	11°29'04"	N 33°22'04" E	108.72'
C8	39.16'	573.00'	3°54'55"	S 37°10'56" W	39.15'
C9	149.14'	300.00'	28°29'04"	N 68°36'31" W	147.63'
C10	326.23'	298.00'	62°46'24"	N 05°36'57" W	310.18'
C11	196.92'	300.00'	37°36'35"	N 18°10'07" W	193.41'
C12	98.83'	55.00'	102°57'08"	S 06°41'40" E	86.06'
C13	96.24'	55.00'	100°46'28"	S 37°06'10" W	84.74'
C14	154.94'	180.00'	49°19'58"	S 28°00'51" W	150.20'
C15	127.80'	180.00'	49°40'52"	N 70°00'51" E	128.14'
C16	102.49'	420.50'	13°57'56"	S 07°30'15" W	102.34'
C17	10.19'	13.00'	44°55'36"	S 22°49'05" W	9.93'

Q. R-15 Rezone Legal Description & Exhibit Map



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

R-15 Zone Description

BASIS OF BEARINGS is S. 89°21'10" E., between a found aluminum cap marking the C1/4 corner of Section 27 and a found aluminum cap marking the E1/4 of Section 27, T. 4 N., R. 1 W., B.M.

A parcel of land located in the SE1/4 of Section 27, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at and aluminum cap marking the E1/4 corner of Section 27;

Thence N. 89°21'10" W., coincident with the north line of said SE1/4, a distance of 377.23 feet to the **POINT OF BEGINNING**;

Thence leaving said north line, S. 0°21'17" W., 53.05 feet to the beginning of a curve to the right;

Thence 102.49 feet along the arc of said curve, having a radius of 420.50 feet, through a central angle of 13°57'56", subtended by a chord bearing S. 7°20'15" W., 102.24 feet;

Thence S. 40°19'35" E., 84.10 feet to the beginning of a non-tangent curve to the right;

Thence 154.94 feet along the arc of said curve, having a radius of 180.00 feet, through a central angle of 49°19'08", subtended by a chord bearing S. 25°00'51" W., 150.20 feet;

Thence S. 0°21'17" W., 84.49 feet to the beginning of a curve to the right;

Thence 282.71 feet along the arc of said curve, having a radius of 180.00 feet, through a central angle of 90°00'00", subtended by a chord bearing S. 45°21'17" W., 254.56 feet;

Thence N. 89°38'43" W., 76.50 feet to the beginning of a curve to the left;

Thence 471.24 feet along the arc of said curve, having a radius of 300.00 feet, through a central angle of 90°00'00", subtended by a chord bearing S. 45°21'17" W., 424.26 feet;

Thence S. 0°21'17" W., 246.12 feet to the beginning of a curve to the right;

Thence 188.94 feet along the arc of said curve, having a radius of 180.00 feet, through a central angle of 60°08'28", subtended by a chord bearing S. 30°25'31" W., 180.38 feet;

Thence S. 60°29'45" W., 285.55 feet to the beginning of a curve to the right;

Thence 92.58 feet along the arc of said curve, having a radius of 350.00 feet, through a central angle of 15°09'19", subtended by a chord bearing S. 68°04'25" W., 92.31 feet to the south line of Parcel A, as shown on Record of Survey No. 12520, Ada County Records;

Thence N. 89°14'29" W., coincident with said south line, 153.33 feet;

Thence leaving said south line, N. 29°30'15" W., 633.75 feet;

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Page | 1

m.m.

Thence N. 12°35'04" W., 294.87 feet;

Thence N. 32°30'06" W., 65.02 feet;

Thence N. 77°24'56" E., 87.65 feet to the beginning of a non-tangent curve to the right;

Thence 96.74 feet along the arc of said curve, having a radius of 55.00 feet, through a central angle of 100°46'28", subtended by a chord bearing N. 37°48'10" E., 84.74 feet;

Thence non-tangent to said curve, N. 13°59'17" E., 114.69 feet to the beginning of a non-tangent curve to the right;

Thence 98.83 feet along the arc of said curve, having a radius of 55.00 feet, through a central angle of 102°57'08", subtended by a chord bearing N. 6°11'40" W., 86.06 feet to the beginning of a reverse curve to the left;

Thence 10.19 feet along the arc of said curve, having a radius of 13.00 feet, through a central angle of 44°55'36", subtended by a chord bearing N. 22°49'05" E., 9.93 feet;

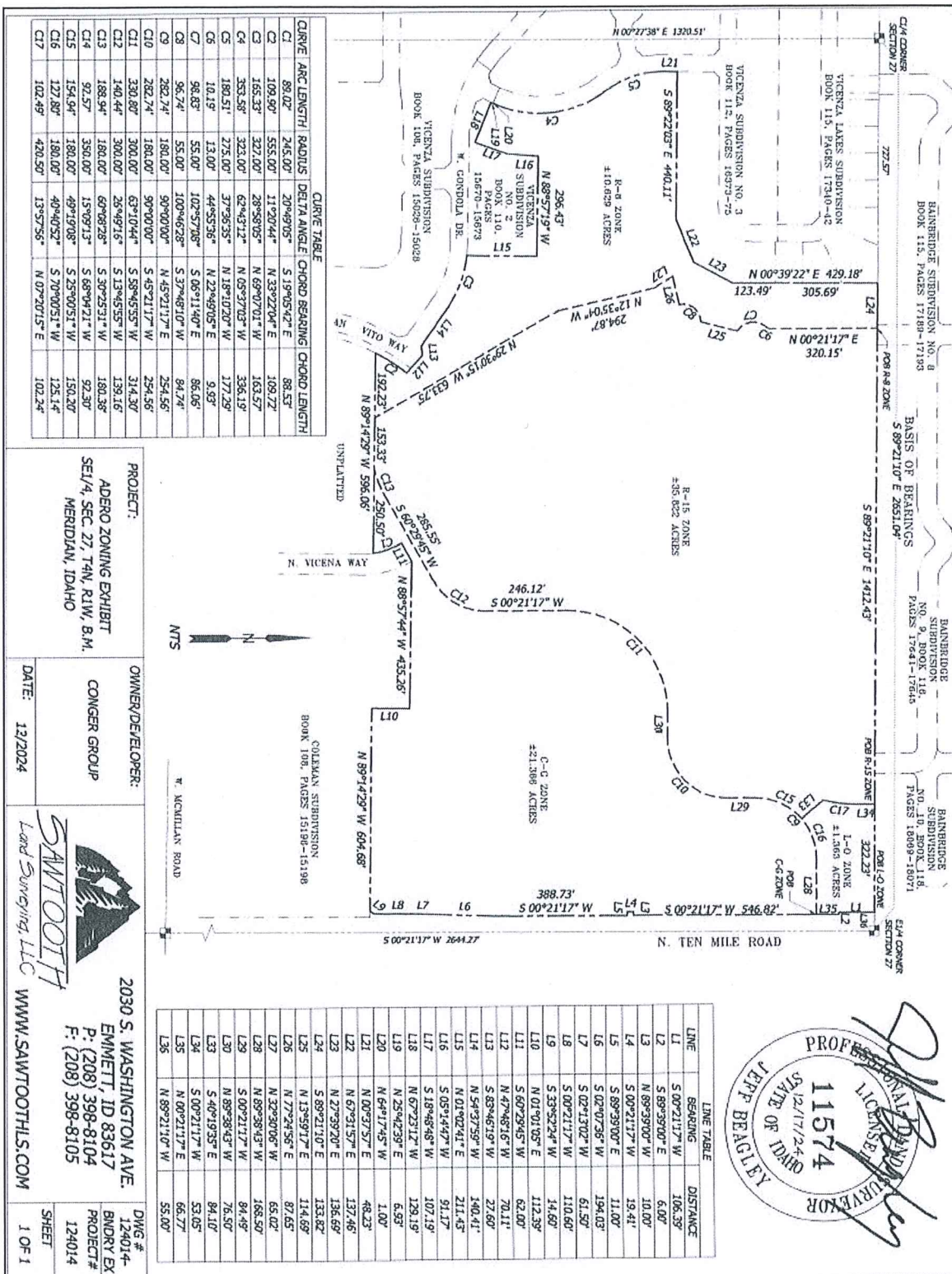
Thence N. 0°21'17" E., 320.15 feet to the north line of said SE1/4 and the south boundary of Bainbridge Subdivision No. 8, as shown in Book 115 of Plats, Pages 17189-17193, Ada County Records;

Thence S. 89°21'10" E., coincident with said north line and said south boundary and the south boundary of Bainbridge Subdivision No. 9, as shown in Book 116 of Plats, Pages 17641-17645 and the south boundary of Bainbridge Subdivision No. 10, as shown in Book 118 of Plats, Pages 18069-18071, a distance of 1412.43 feet to the **POINT OF BEGINNING**.

Said parcel contains 35.822 acres, more or less.



m.m.



PROJECT:
ADDER ZONING EXHIBIT
SEL 4, SEC 27, 74N, R1W, B.M.
MERIDIAN, IDAHO

OWNER/DEVELOPER:
CONGER GROUP

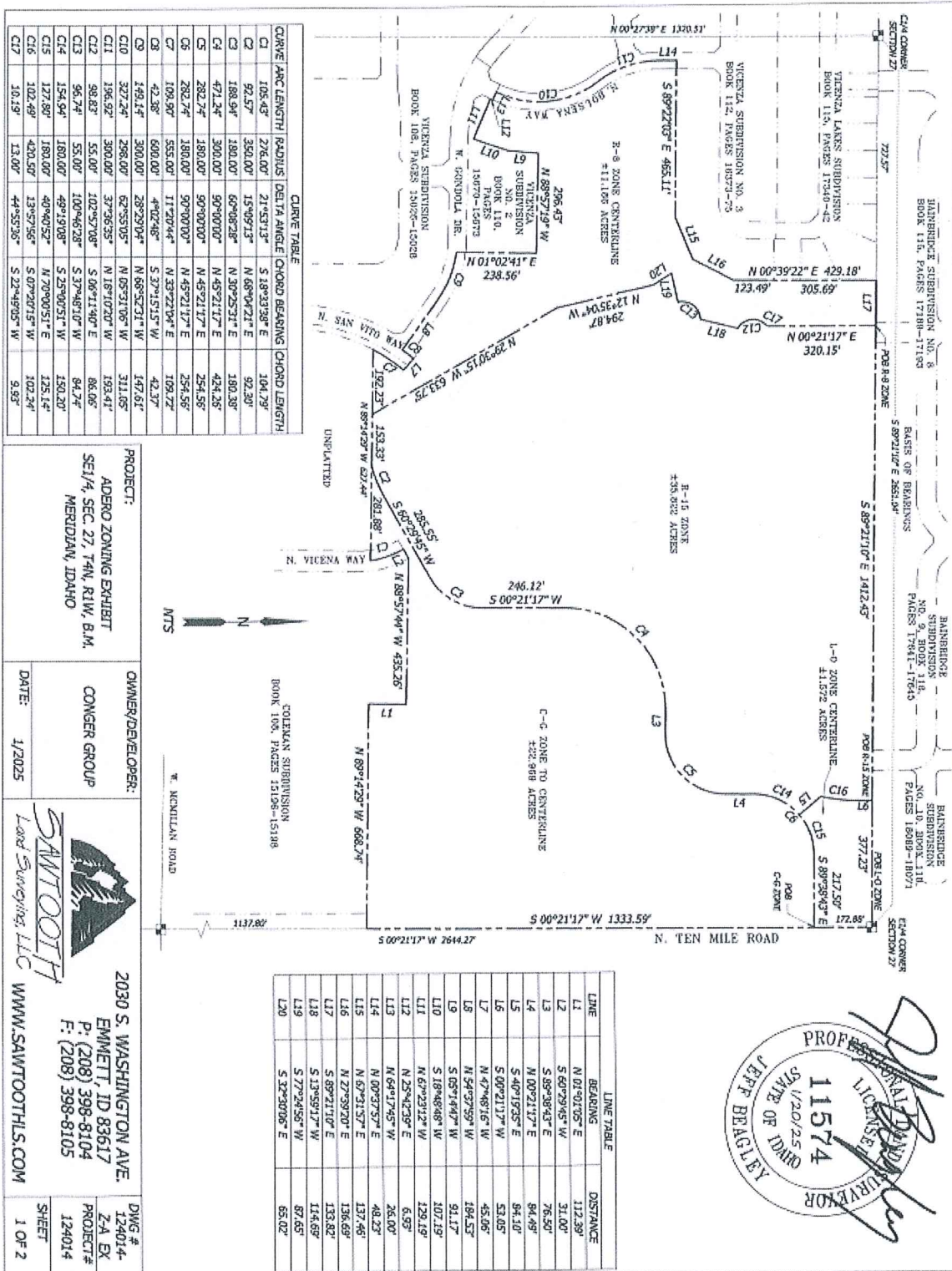
DATE: 12/2024

2030 S. WASHINGTON AVE.
EMMETT, ID 83617
P: (208) 398-8104
F: (208) 398-8105

SAWTOOTH
Land Surveying, LLC
WWW.SAWTOOTHLS.COM

DWG # 124014
BINARY EX PROJECT# 124014
SHEET 1 OF 1

R. L-O Rezone Legal Description & Exhibit Map



S. C-G Rezone Legal Description & Exhibit Map



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

C-G Zone Description

BASIS OF BEARINGS is S. 89°21'10" E., between a found aluminum cap marking the C1/4 corner of Section 27 and a found aluminum cap marking the E1/4 of Section 27, T. 4 N., R. 1 W., B.M.

A parcel of land located in the SE1/4 of Section 27, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at and aluminum cap marking the E1/4 corner of Section 27;

Thence S. 0°21'17" W., coincident with the east line of said SE1/4 and the centerline of N. Ten Mile Road, 172.88 feet to the **POINT OF BEGINNING**;

Thence continuing, S. 0°21'17" W., coincident with said east line and said centerline, 1333.59 feet to the extension of the southerly line of Parcel A, as shown on Record of Survey No. 12520, Ada County Records;

Thence leaving said east line and said centerline, N. 89°14'29" W., coincident with said extension of and said southerly line of Parcel A, 668.74 feet;

Thence N. 1°01'05" E., coincident with said southerly line of Parcel A, 112.39 feet;

Thence N. 88°57'44" W., coincident with said southerly line of Parcel A, 435.26 feet;

Thence S. 60°29'45" W., coincident with said southerly line of Parcel A, 31.00 feet to the centerline of N. Vincenza Way and the beginning of a non-tangent curve to the right;

Thence 105.43 feet along the arc of said curve, having a radius of 276.00 feet, through a central angle of 21°53'13", subtended by a chord bearing S. 18°33'38" E., 104.79 feet to the extension of the southerly line of said Parcel A;

Thence non-tangent to said curve, N. 89°14'29" W., coincident with the extension of and the southerly line of said Parcel A, 281.88 feet to the beginning of a non-tangent curve to the left;

Thence leaving said southerly line, 92.57 feet along the arc of said curve, having a radius of 350.00 feet, through a central angle of 15°09'13", subtended by a chord bearing N. 68°04'21" E., 92.30 feet;

Thence N. 60°29'45" E., 285.55 feet to the beginning of a curve to the left;

Thence 188.94 feet along the arc of said curve, having a radius of 180.00 feet, through a central angle of 60°08'28", subtended by a chord bearing N. 30°25'31" E., 180.38 feet;

Thence N. 0°21'17" E., 246.12 feet to the beginning of a curve to the right;

Thence 471.24 feet along the arc of said curve, having a radius of 300.00 feet, through a central angle of 90°00'00", subtended by a chord bearing N. 45°21'17" E., 424.26 feet;

Thence S. 89°38'43" E., 76.50 feet to the beginning of a curve to the left;

m.m.

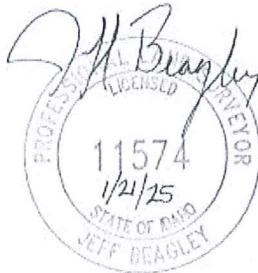
Thence 282.74 feet along the arc of said curve, having a radius of 180.00 feet, through a central angle of $90^{\circ}00'00''$, subtended by a chord bearing N. $45^{\circ}21'17''$ E., 254.56 feet;

Thence N. $0^{\circ}21'17''$ E., 84.49 feet to the beginning of a curve to the right;

Thence 282.74 feet along the arc of said curve, having a radius of 180.00 feet, through a central angle of $90^{\circ}00'00''$, subtended by a chord bearing N. $45^{\circ}21'17''$ E., 254.56 feet;

Thence S. $89^{\circ}38'43''$ E., 217.50 feet to the **POINT OF BEGINNING**.

Said parcel contains 22.90 acres, more or less.



M.M.



VIII. ADDITIONAL NOTES & DETAILS FOR STAFF REPORT MAPS, TABLES, AND CHARTS

(link to Community Metrics)

A. One-Mile Radius Existing Condition Notes

This data is automatically derived from enterprise application and GIS databases, and exported dynamically. Data retrieved notes generally reflect data acquired or processed within the last 30-days. Analysis is based on a one-mile radius from the centroid of the identified parcel. Parcel based data excludes certain properties and represents land as it exists now. Properties considered are only those with a total assessed value greater than 0 (i.e. excludes most HOA area, transitional development, government, and quasi government facilities). The following values also constrain included property acreage to reduce outliers and non-conforming instances from distorting averages: R-2 < 5.0; R-4 < 2.0; R-8 < 1.0; R-15 < 0.5; R-40 < 0.25.

Conditional Use Permits and Preliminary plat data likely include duplicate project submittals as they may be for the same project, approved at different times through multiple application types. Consider each independently or review prior application approvals. Some approved entitlements, and particularly older ones, may be constructed.

Decennial population counts and household counts are based on the most recent Decennial Census. Current population and current household values are COMPASS estimates, usually for the year previous, and are based on traffic analysis zone boundaries (TAZ's).

B. Mixed Use Analysis Notes

This data is derived from enterprise application and GIS databases, and exported dynamically. Data considered for analysis are only those areas overlapping the overall Mixed Use boundary area. Mixed Use areas across arterial roadways are distinct, separate, and not considered as they do not meet the mixed use principles in the Comprehensive Plan (e.g. pedestrian safety, transportation efficiency, etc.). Mixed Use parcel areas may be greater or smaller than the future land use area designation boundary due parcel size, configuration, right-of-way, and other factors. Conditional Use Permits and Preliminary plat data likely include duplicate project submittals as they may be for the same project, approved at different times through multiple application types. Consider each independently or review prior application approvals.

C. Service Assessment Notes

This data represents existing conditions derived from our enterprise application and GIS database, exported through dynamic reporting. The system references the most recent available data from various sources, including sewer main lines, sewer trunksheds, floodplain, fire service areas and response times, police crime reporting, pathway information, existing and planned transit, roadway improvements, school and park proximity, and other resources.

The tool provides context for project review, using multiple indicators consistently. Data from similar topics may vary based on different levels of review.

The overall score is based on weighted criteria (not a ranked order), and the percentile score compares the parcel to others in the city (higher is better). This tool was developed as a City Council priority and outcome of the 2019 Comprehensive Plan. Scores, whether high or low, are just one data point and should not be the sole basis for decisions.

D. ACHD Roadway Infographic Notes

The Ada County Highway District utilizes a number of planning and analysis tools to understand existing and future roadway conditions.

- **Existing Level of service (LOS).** LOS indicator is a common metric to consider a driver's experience with a letter ranking from A to F. Letter A represents free flow conditions, and on the other end Level F represents forced flow with stop and go

conditions. These conditions usually represent peak hour driver experience. ACHD considers Level D, stable flow, to be acceptable. The LOS does not represent conditions for bikes or pedestrians, nor indicate whether improvements: are possible; if there are acceptable tradeoffs; or if there is a reasonable cost-benefit.

- **Integrated Five Year Work Plan (IFYWP).** The IFYWP marker (yes/no) indicates whether the specified roadway is listed in the next 5-years. This work may vary, from concept design to construction.
- **Capital Improvement Plan (CIP).** The CIP marker (yes/no) indicates whether the specified roadway is programmed for improvement in the next 20-years.

M.M.