

ADDENDUM TO DEVELOPMENT AGREEMENT

- PARTIES:**
- 1. City of Meridian**
 - 2. Boise Valley Land Holdings, LLC, Owner/Developer**
 - 3. Prescott Ridge Properties, LLC, Owner/Developer**

THIS ADDENDUM TO DEVELOPMENT AGREEMENT is dated this ____ day of _____, 2023, (“ADDENDUM”), by and between **City of Meridian**, a municipal corporation of the State of Idaho (“CITY”), whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 and **Boise Valley Land Holdings, LLC** (“OWNER/DEVELOPER”), whose address is PO Box 550, Meridian, Idaho, 83680 and **Prescott Ridge Properties, LLC** (“OWNER/DEVELOPER”), whose address is 701 S. Allen Street, Suite 104, Meridian ID, 83642.

RECITALS

A. OWNER/DEVELOPER has submitted an application for a Modification to the existing Development Agreement recorded September 8, 2021 as Instrument #2021-132713 in Ada County Records for the purpose of updating the phasing plan. The Meridian City Council approved said application with Findings of Fact and Conclusions of Law as in the attached Exhibit “A.”

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

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

- OWNER/DEVELOPER shall be bound by the terms of the Development Agreement recorded as Instrument #2021-132713, except as amended as follows:
 - Update the phasing plan as described in attached Exhibit A, Sections IV and VI.B.
- That Owner/Developer agrees to abide by all ordinances of the City of Meridian and the Property shall be subject to de-annexation if the Owner/Developer, or their assigns, heirs, or successor shall not meet the conditions of this Addendum, and the Ordinances of the City of Meridian as herein provided.
- This Addendum shall be binding upon and inure to the benefit of the parties’ respective heirs, successors, assigns and personal representatives, including City’s corporate authorities and their successors in office. This Addendum shall be binding on the Owner/Developer of the Property, each subsequent owner and any other person(s) acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereon and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner/Developer, to execute appropriate and recordable evidence of termination of this Addendum if City, in its sole and reasonable discretion, had determined that Owner/Developer have fully performed its obligations under this Addendum.

4. If any provision of this Addendum is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Addendum and the invalidity thereof shall not affect any of the other provisions contained herein.

5. This Addendum sets forth all promises, inducements, agreements, condition, and understandings between Owner/Developer and City relative to the subject matter herein, and there are no promises, agreements, conditions or under-standing, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Addendum shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

- a. Except as herein provided, no condition governing the uses and/or conditions governing development of the subject Property herein provided for can be modified or amended within the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

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

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

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

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:
Boise Valley Land Holdings, LLC

OWNER/DEVELOPER:
Prescott Ridge Properties, LLC

[Handwritten Signature]

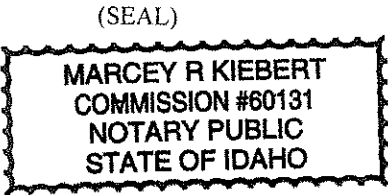
By:
Its:

By:
Its:

STATE OF IDAHO)
) ss.
County of Ada)

On this 8 day of March, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Riggs, known or identified to me to be the manager of **Boise Valley Land Holdings, LLC** and the person who signed above and acknowledged to me that they executed the same on behalf of said corporation.

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



[Handwritten Signature]
Notary Public
My commission expires: _____

MARCEY R KIEBERT
Residing in: **Middleton, ID**
Commission Expires: **08/16/2024**

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of **Prescott Ridge Properties, LLC** and the person who signed above and acknowledged to me that they executed the same on behalf of said corporation.

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

(SEAL)

Notary Public
My commission expires: _____

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:
Boise Valley Land Holdings, LLC

OWNER/DEVELOPER:
Prescott Ridge Properties, LLC

Mitchell Armuth

By:
Its:

By: *Mitchell Armuth*
Its: *Authorized Agent*

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of **Boise Valley Land Holdings, LLC** and the person who signed above and acknowledged to me that they executed the same on behalf of said corporation.

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

(SEAL)

Notary Public
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

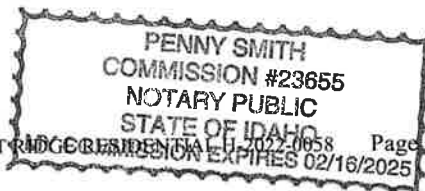
On this *24th* day of *April*, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared *Mitchell Armuth*, known or identified to me to be the *Authorized Agent* of **Prescott Ridge Properties, LLC** and the person who signed above and acknowledged to me that they executed the same on behalf of said corporation.

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

(SEAL)

Penny Smith

Notary Public
My commission expires: *2-16-2025*



CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
 : ss
County of Ada)

On this _____ day of _____, 2023, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and City Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

Notary Public for Idaho
My commission expires: _____

EXHIBIT A

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



In the Matter of the Request for Modification to the Existing Development Agreement (Inst. 2021-132713) for the Residential Portion of Prescott Ridge Subdivision to Update the Phasing Plan, by Providence Properties, LLC.

Case No(s). H-2022-0058

For the City Council Hearing Date of: September 27, 2022 (Findings on October 11, 2022)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of September 27, 2022, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of September 27, 2022, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of September 27, 2022, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of September 27, 2022, 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 September 27, 2022, 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 a modification to the development agreement is hereby approved per the provisions in the Staff Report for the hearing date of September 27, 2022, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Development Agreement Duration

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

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

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

E. Judicial Review

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

F. Notice of Right to Regulatory Takings Analysis

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

G. Attached: Staff Report for the hearing date of September 27, 2022

By action of the City Council at its regular meeting held on the 11th day of October 2022.

COUNCIL PRESIDENT BRAD HOAGLUN VOTED

COUNCIL VICE PRESIDENT JOE BORTON VOTED AYE

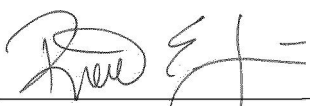
COUNCIL MEMBER JESSICA PERREAULT VOTED AYE

COUNCIL MEMBER LUKE CAVENER VOTED AYE

COUNCIL MEMBER TREG BERNT VOTED AYE


COUNCIL MEMBER LIZ STRADER VOTED AYE

MAYOR ROBERT SIMISON VOTED
(TIE BREAKER)




Mayor Robert E. Simison 10-11-2022

Attest:



Chris Johnson 10-11-2022
City Clerk



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

By  Dated: 10-11-2022
City Clerk's Office

III. NOTICING

	City Council Posting Date
Notification published in newspaper	9/11/2022 & 10/30/2022
Notification mailed to property owners within 300 feet	9/8/2022 & 10/27/2022
Applicant posted public hearing notice on site	9/13/2022 & 10/27/2022
Nextdoor posting	9/8/2022 & 10/28/2022

IV. STAFF ANALYSIS

The Applicant proposes to modify the existing Development Agreement (Inst. [2021-132713](#)) for the residential portion of Prescott Ridge Subdivision to update the phasing plan for the development. See existing phase plan and proposed phasing plan in Section VI.

Since the time of annexation, the phasing plan for the overall development has changed. The northern 15-acre medical campus portion of the site was shown on the phasing plan as Phase I in order to create a “legal lot” to convey to the purchaser of that property. Acquiring the out-parcel at the northeast corner of the medical campus enabled the Applicant to do a property boundary adjustment to create a legal lot for development purposes to convey to the new owner so that they can develop their site separately at their own timing. The proposed modification will remove the medical campus from the phasing plan of the residential development.

Other changes to the phasing plan include the following: 1) Phase 1 was expanded to include the location of the pressurized irrigation pump house; 2) the large green space in the center of the development is now part of Phase 3 instead of Phase 6, which will allow the large park and associated amenities to develop sooner; and 3) the updated phasing plan shows larger phases overall to expediate the development process. Phase 1 still includes construction of the collector street (Rustic Oak) from Chinden Blvd. to the southern boundary of the property which is important for emergency access.

No changes to the text of the development agreement are proposed.

V. DECISION

A. Staff:

Staff recommends approval of the proposed modification to the DA with the change to the phasing plan described above as shown in Section VI.B.

B. The Meridian City Council heard this item on 9/27/22 and 11/15/22. At the public hearing, the Council moved to approve the subject MDA request.

1. Summary of the City Council public hearing:

- a. In favor: Patrick Connor, Applicant’s Representative
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: Patrick Connor, Applicant’s Representative
- e. Staff presenting application: Sonya Allen, Bill Parsons
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

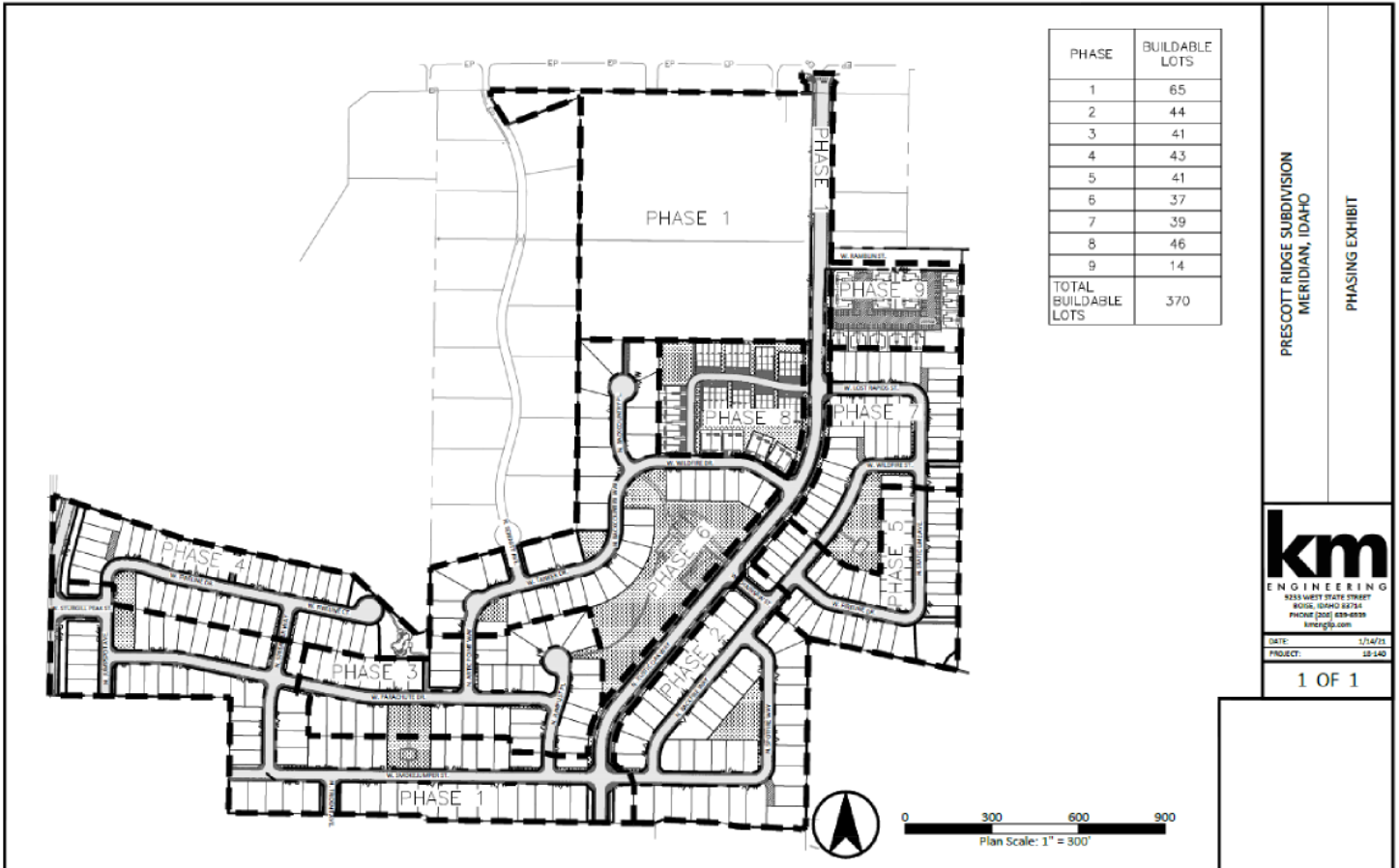
- a. None

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

- a. None
- 4. City Council change(s) to Commission recommendation:
 - a. None

VI. Exhibits

A. Existing Phasing Plan



PRESCOTT RIDGE SUBDIVISION
 MERIDIAN, IDAHO
 PHASING EXHIBIT

km
 ENGINEERING
 9355 WEST FENCE STREET
 BOISE, IDAHO 83714
 PHONE (208) 438-0339
 kmengr.com

DATE: 1/14/15
 PROJECT: 18140

1 OF 1

B. Proposed Phasing Plan

