

DEVELOPMENT AGREEMENT

PARTIES:

- 1. City of Meridian**
- 2. DWT Investments LLC, Owner/Developer**
- 3. SCS Investments LLC, Owner/Developer**
- 4. SCSH Properties LLC, Owner/Developer**
- 5. Brighton Investments LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 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 **DWT Investments LLC**, whose address is 2929 W. Navigator Dr Ste. 400, Meridian, Idaho 83642; and **SCS Investments Inc**, whose address is 3240 W. Bavaria Street, Eagle, Idaho 83616; and **SCSH Properties LLC**, whose address is 3240 W. Bavaria Street, Eagle, Idaho 83616; and **Brighton Investments LLC**, whose address is 2929 W. Navigator Dr Ste. 400, Meridian, Idaho 83642, hereinafter collectively called “**OWNER/DEVELOPER**.”

1. RECITALS:

- 1.1 **WHEREAS**, Owner/Developer is the sole owner, in law and/or equity, of a certain tract of land in the County of Ada, State of Idaho, 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 affected Ada County Assessor parcels S1406223014 and S1406223153 from an existing development agreement recorded in Ada County as Instrument #2016-007072, and to incorporate said Ada County Assessor parcels into this Development Agreement, which generally describes how all the

Property, including Ada County Assessor parcels S1406223014 and S1406223153, will be developed and what improvements will be made; and

- 1.5 **WHEREAS**, Owner/Developer made representations at the duly noticed public hearings before the Meridian City Council, as to how the property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested development agreement modification held before the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction, and includes further testimony and comment; and
- 1.7 **WHEREAS**, on the 28th of January, 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 affected property listed in **Exhibit “A”** shall no longer be subject to the terms of the existing Development Agreement (Instrument #2016-007072) and shall be bound by the terms contained herein in this new agreement; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement modification for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designations are in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

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

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.

3. **DEFINITIONS:** For all purposes of this Agreement, the following words, terms and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.

3.2 **OWNER/DEVELOPER:** means and refers to and **DWT Investments LLC**, whose address is 2929 W. Navigator Dr Ste. 400, Meridian, Idaho 83642; and **SCS Investments Inc**, whose address is 3240 W. Bavaria Street, Eagle, Idaho 83616; and **SCSH Properties LLC**, whose address is 3240 W. Bavaria Street, Eagle, Idaho 83616; and **Brighton Investments LLC**, whose address is 2929 W. Navigator Dr Ste. 400, Meridian, Idaho 83642, the parties that own and are developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.

3.3 **PROPERTY:** means and refers to those certain parcels of Property located in the County of Ada, City of Meridian as described in **Exhibit “A”** which is attached hereto and by this reference incorporated herein as if set forth at length.

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

4.1 The uses allowed pursuant to this Agreement are only those uses allowed as permitted, conditional and/or accessory uses under the UDC.

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

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

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

- a. Future development of this site shall be generally consistent with the concept plan included in Section VIII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B” and the provisions contained herein.
- b. Residential uses shall comprise of 10% - 30% of the original 71.7 acres development area in the MU-R designation, with gross densities ranging from six (6) to forty (40) units/acre (of the residential area).
- c. Non-retail commercial uses shall comprise a minimum of 20% of the proposed C-G zoning to include the likes of employment, office, clean industry, or entertainment uses.
- d. Retail commercial uses shall comprise a maximum of 50% of the proposed C-G zoning unless the Owner/Developer meets the bonus requirements in the comprehensive plan.
 1. A 2:1 bonus for land designated as a public use such as a library or school.
 2. A 2:1 bonus for active and shared open space or passive recreation areas, such as a park, tot lot, or play field. This excludes the amenities required with residential development.

3. A 6:1 bonus for plazas that are integrated into a retail project. Such plazas shall provide a focal point, seating areas, and some weather protection.
- e. New buildings on pad sites adjacent to single-family neighborhoods shall be limited to no more than a one-story disparity in building height.
- f. Transitions between different residential product types and dissimilar land uses shall include the use of alleys, roadway with landscaped parkways, or highly connected open spaces.
- g. For mixed-use developments, a minimum of 40% of the buildable frontage must be occupied by building facades or public space. The Owner/Developer shall either move the proposed anchor tenant building along Meridian Road frontage or provide a minimum of 40% building frontage with Phase 2.
- h. Any future development of the site must comply with the City of Meridian ordinances in effect at the time of the development.
- i. Phase 1 Requirements:
 1. Construct the entirety of Aristocrat Drive and Prevail Avenue prior to the first Certificate of Occupancy.
 2. Install landscape buffers as shown in Exhibit F: Landscape Buffer Exhibit of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit "B."
 3. Phase 1 will be limited to three (3) building permits and shall include a property boundary adjustment to reconfigure the properties.
 4. Access to S. Meridian Road and E. Lake Hazel Road shall be prohibited except at Aristocrat Drive and Prevail Avenue unless allowed by Idaho Transportation Department (ITD), Ada County Highway District (ACHD), and approved by City Council. The City Council approved the waiver for the additional access points.
- j. Prior to commencement of Phase 2, the Owner/Developer shall submit a development agreement modification and amend the concept plan with the following:
 1. Include the following elements with Phase 2: Plazas between commercial and residential include a main focal point, active and shared open space within the mixed-use designation and neighboring uses, a mix of three (3) different uses, and eight-foot parkways, and traffic calming such as on-street parking and bulb-outs.
 2. Include the outparcel in the overall concept plan to ensure functional integration with the surrounding property. Development of the R-15 portion of the developments shall not be allowed until the property has been subdivided.

3. In developments where multiple commercial and/or office buildings are proposed, the buildings shall be arranged to create some form of common, usable area, such as a plaza or green space.
4. The Owner/Developer shall subdivide the MHDR or R-15 portion of the site prior to development of this area.
5. The Owner/Developer shall provide the City with the executed STARS agreement with ITD.
6. Include the outparcel in the new concept plan.

6. **APPROVAL PERIOD:** If this Agreement has not been fully executed within six (6) months after the date of the Findings, the City may, at its sole discretion, declare the Agreement null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

- 7.1 **Acts of Default.** In the event Owner/Developer, or Owner's Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which actions must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code § 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to the City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.
- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including

all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.

- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- 7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion therefor in accordance with the terms and conditions of this Agreement and all other ordinance of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer.

10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as 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/DEVELOPER:

DWT Investments LLC
2929 W. Navigator Dr Ste. 400
Meridian, Idaho 83642,

SCS Investments Inc
3240 W. Bavaria Street
Eagle, Idaho 83616

SCSH Properties LLC
3240 W. Bavaria Street
Eagle, Idaho 83616

Brighton Investments LLC
2929 W. Navigator Dr Ste. 400
Meridian, Idaho 83642

14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this section.

15. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

16. **TIME IS OF THE ESSENCE:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the other party so failing to perform.

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner/Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, has determined that Owner/Developer has fully performed its obligations under this Agreement.

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

19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonable in giving any consent, approval, or taking any other action under this Agreement.

20. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

21. **REMOVED PROPERTY:** The City is hereby authorized, in its sole discretion, to remove a portion of the Property ("Removed Property") from this Agreement at any time, provided that the City and the owner of the Removed Property concurrently enter into a modified development agreement governing the development and use of the Removed Property. The remaining portion of the Property, which has not been removed from this Agreement as described above, shall continue to be bound by the terms of this Agreement.

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

22.1 No condition governing the uses and/or conditions governing the Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

23. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective upon execution of the Mayor and City Clerk.

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

ACKNOWLEDGMENTS

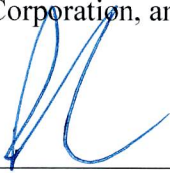
IN WITNESS WHEREOF, the parties have herein executed this agreement and made it effective as hereinabove provided.

OWNER/DEVELOPER:

DWT INVESTMENTS LLC

an Idaho limited liability company

By: Brighton Corporation, an Idaho corporation, Manager



By: **Robert L. Phillips, President**

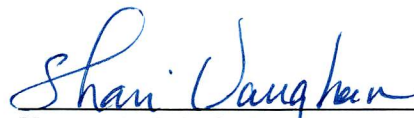
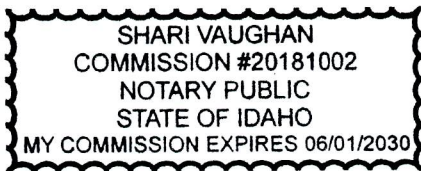
STATE OF IDAHO)

:ss.

County of Ada)

On this 7th day of February, 2025, before me, the Notary Public in and for said State, personally appeared **Robert L. Phillips**, known or identified to me to be the **President of Brighton Corporation, the Manager of DWT Investments LLC, an Idaho limited liability company**, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, and that such corporation executed the same in said limited liability company name.

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 for Idaho

My Commission expires 6-1-2030

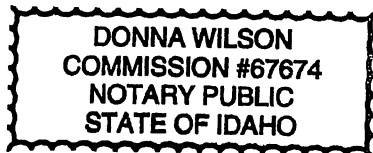
OWNER/DEVELOPER:
SCS INVESTMENTS LLC
an Idaho limited liability company

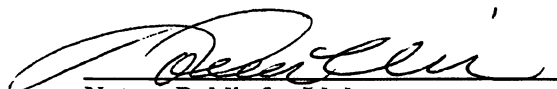

By: **Michael A. Hall, President**

STATE OF IDAHO)
 : ss.
County of Ada)

On this 5 day of February, 2025, before me a Notary Public of said State, personally appeared **Michael A. Hall**, known or identified to me to be the **President of SCS Investments LLC**, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company 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 for Idaho
My Commission expires 5-6-2028

OWNER/DEVELOPER:
SCSH Properties LLC
an Idaho limited liability company

By: SCS Management LLC
Its: Manager


By: **Michael A. Hall, President**

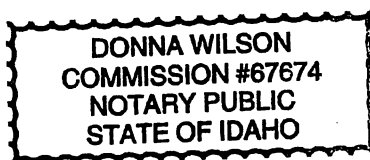
STATE OF IDAHO)

:ss.

County of Ada)

On this 5 day of February, 2025, before me, the Notary Public in and for said State, personally appeared **Michael A. Hall**, known or identified to me to be the **President of SCS Management LLC, the Manager of SCSH Properties LLC, an Idaho limited liability company**, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, and that such corporation executed the same in said limited liability company name.

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 for Idaho
My Commission expires 5-6-2028

OWNER/DEVELOPER:
BRIGHTON INVESTMENTS LLC
an Idaho limited liability company

By: Brighton Corporation, an Idaho corporation
Its: Manager

By: **Robert L. Phillips, President**

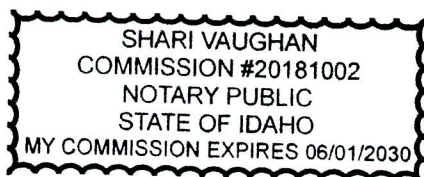
STATE OF IDAHO)

: ss.

County of Ada)

On this 1st day of February, 2025, before me a Notary Public of said State, personally appeared **Robert L. Phillips**, known or identified to me to be the **President of Brighton Corporation, an Idaho corporation, the Manager of Brighton Investments LLC**, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company 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 for Idaho
My Commission expires 6-1-2030

ATTEST:

Chris Johnson, City Clerk

State of Idaho)

$$:SS$$

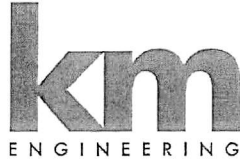
County of Ada)

On this ____ day of _____, 2025, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and 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.

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A



September 19, 2024
Project No. 22-075

Legal Description for Apex Zenith Subdivision Development Agreement

A parcel of land being a portion of the Northwest 1/4 of Section 6, Township 2 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the West 1/4 corner of said Section 6, which bears S00°51'06"W a distance of 2,641.96 feet from an aluminum cap marking the northwest corner of said Section 6, thence following the southerly line of Government Lot 5 of said Section 6, S89°22'50"E a distance of 60.00 feet to a brass cap on the easterly right-of-way line of S. Meridian Rd. (Highway 69) and being the **POINT OF BEGINNING**.

Thence leaving said southerly line and following said easterly right-of-way line, N04°35'02"E a distance of 370.51 feet to a 5/8-inch rebar;

Thence leaving said easterly right-of-way line, N89°50'15"E a distance of 120.87 feet to a 1/2-inch rebar;

Thence S00°51'06"W a distance of 50.00 feet to a 1/2-inch rebar;

Thence N89°50'15"E a distance of 190.40 feet to a 1/2-inch rebar;

Thence N00°51'06"E a distance of 150.00 feet to a 1/2-inch rebar;

Thence S89°50'15"W a distance of 305.70 feet to a 5/8-inch rebar on the easterly right-of-way line of said S. Meridian Rd. (Highway 69);

Thence following said easterly right-of-way line the following two (2) courses:

1. N00°57'25"W a distance of 940.55 feet to a brass cap;
2. N00°51'06"E a distance of 1,162.32 feet to a brass cap on the southerly right-of-way line of E. Lake Hazel Rd.;

Thence leaving said easterly right-of-way line and following said southerly right-of-way line the following twenty (20) courses:

1. N45°34'27"E a distance of 11.31 feet to a 5/8-inch rebar;
2. S89°08'54"E a distance of 6.81 feet to a 5/8-inch rebar;
3. 9.23 feet along the arc of a curve to the left, said curve having a radius of 27.00 feet, a delta angle of 19°34'51", a chord bearing of N81°03'41"E and a chord distance of 9.18 feet to a 5/8-inch rebar;
4. N71°16'16"E a distance of 15.30 feet to a 5/8-inch rebar;
5. 4.32 feet along the arc of a curve to the right, said curve having a radius of 13.00 feet, a delta angle of 19°01'32", a chord bearing of N80°47'02"E and a chord distance of 4.30 feet to a 5/8-inch rebar;
6. S89°42'12"E a distance of 227.26 feet to a 5/8-inch rebar;
7. S85°08'19"E a distance of 129.00 feet to a 5/8-inch rebar;
8. N89°09'03"E a distance of 129.64 feet to a 5/8-inch rebar;
9. S71°16'06"E a distance of 24.75 feet to a 5/8-inch rebar;
10. S89°42'12"E a distance of 109.61 feet to a 5/8-inch rebar;
11. N71°51'42"E a distance of 31.62 feet to a 5/8-inch rebar;
12. S89°42'12"E a distance of 408.44 feet to a 5/8-inch rebar;

13. 10.30 feet along the arc of a curve to the right, said curve having a radius of 13.00 feet, a delta angle of $45^{\circ}23'26''$, a chord bearing of $S67^{\circ}00'29''E$ and a chord distance of 10.03 feet to a 5/8-inch rebar;
14. $S44^{\circ}18'46''E$ a distance of 18.42 feet to a 5/8-inch rebar;
15. $S89^{\circ}42'12''E$ a distance of 113.49 feet to a 5/8-inch rebar;
16. $N36^{\circ}15'59''E$ a distance of 27.94 feet to a 5/8-inch rebar;
17. 12.26 feet along the arc of a curve to the right, said curve having a radius of 13.00 feet, a delta angle of $54^{\circ}01'49''$, a chord bearing of $N63^{\circ}16'53''E$ and a chord distance of 11.81 feet to a 5/8-inch rebar;
18. $S89^{\circ}42'12''E$ a distance of 835.05 feet to a 5/8-inch rebar;
19. $S87^{\circ}38'07''E$ a distance of 180.12 feet to a 5/8-inch rebar;
20. $S89^{\circ}42'12''E$ a distance of 87.69 feet to a 5/8-inch rebar;

Thence leaving said southerly right-of-way line, $S00^{\circ}12'26''W$ a distance of 1,275.39 feet to the southerly line of Government Lot 3 (northerly line of the Southeast 1/4 of the Northwest 1/4 of said Section 6); Thence following said southerly line, $S89^{\circ}27'39''E$ a distance of 70.98 feet to a 5/8-inch rebar marking the southeast corner of said Government Lot 3 (northeast corner of said Southeast 1/4 of the Northwest 1/4);

Thence leaving said southerly line and following the easterly line of said Southeast 1/4 of the Northwest 1/4, $S00^{\circ}00'25''W$ a distance of 1,324.42 feet to a 5/8-inch rebar marking the Center 1/4 corner of said Section 6;

Thence leaving said easterly line and following the southerly line of said Southeast 1/4 of the Northwest 1/4, $N89^{\circ}22'50''W$ a distance of 1,320.93 feet to a brass cap marking the southwest corner of said Southeast 1/4 of the Northwest 1/4 (southeast corner of Government Lot 5 of said Section 6);

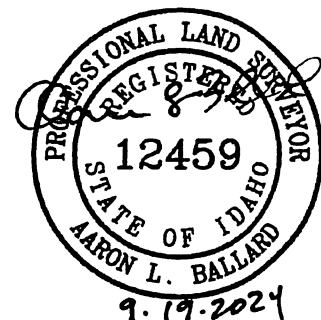
Thence leaving said southerly line of said Southeast 1/4 of the Northwest 1/4 and following the southerly line of Government Lot 5, $N89^{\circ}22'50''W$ a distance of 350.00 feet to a 5/8-inch rebar on the easterly right-of-way line of E. Aristocrat Dr.;

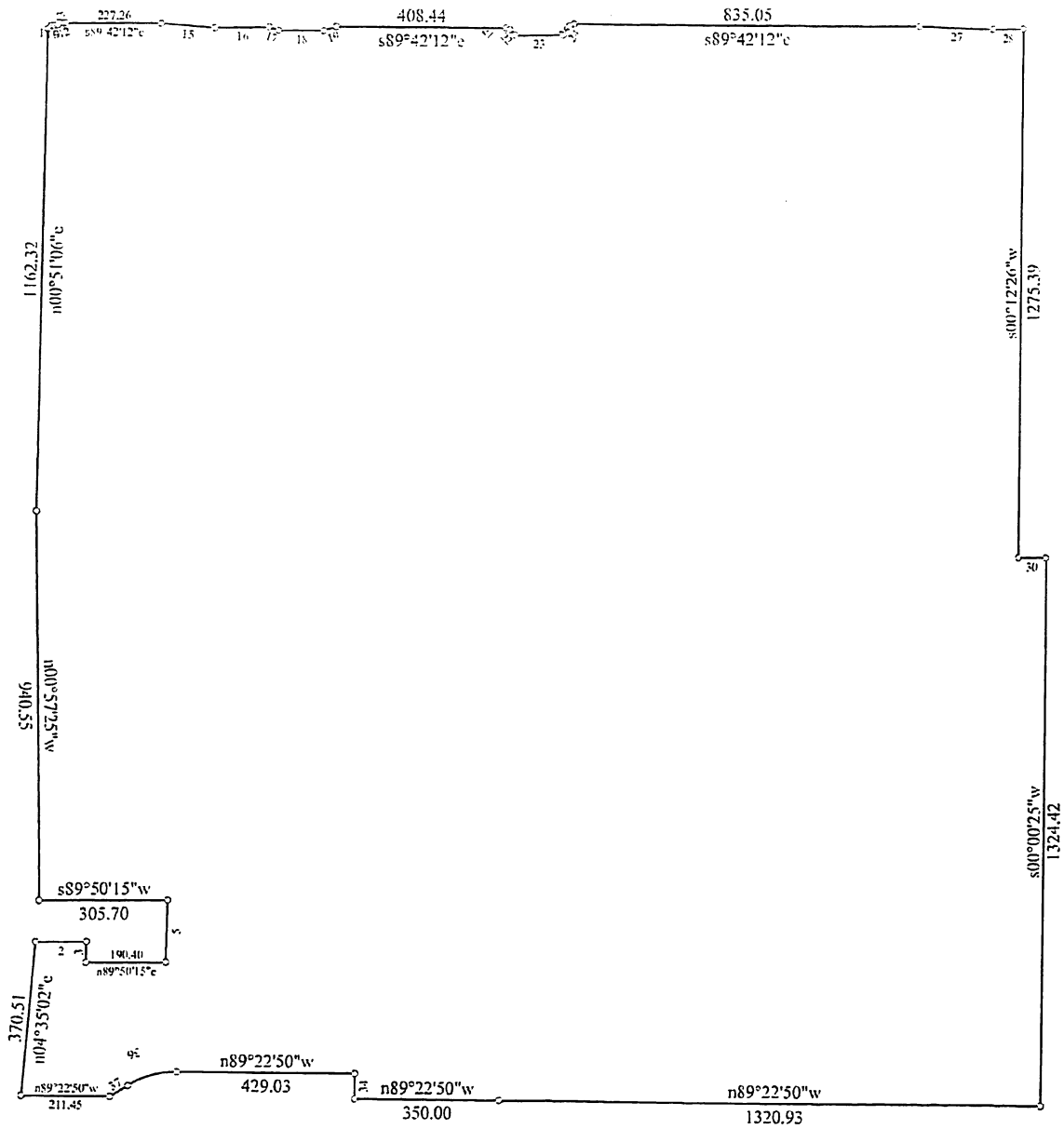
Thence following said easterly right-of-way line, $N00^{\circ}37'10''E$ a distance of 60.50 feet to a 5/8-inch rebar on the northerly right-of-way line of said E. Aristocrat Dr.;

Thence leaving said easterly right-of-way line and following said northerly right-of-way line the following four (4) courses:

1. $N89^{\circ}22'50''W$ a distance of 429.03 feet to a 5/8-inch rebar;
2. 123.19 feet along the arc of a curve to the left, said curve having a radius of 217.00 feet, a delta angle of $32^{\circ}31'34''$, a chord bearing of $S74^{\circ}21'24''W$ and a chord distance of 121.54 feet to a 5/8-inch rebar;
3. $S58^{\circ}05'37''W$ a distance of 49.22 feet to a 5/8-inch rebar on the southerly line of said Government Lot 5;
4. Following said southerly line, $N89^{\circ}22'50''W$ a distance of 211.45 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 141.66 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.





Title:

Date: 09-13-2024

Scale: 1 inch = 400 feet

File:

September 24, 2024
Project No.: 22-075
Apex Zenith Subdivision

Exhibit A
Legal Description for Annexation with C-G Zone

A parcel of land being a portion of the East 1/2 of the Northwest 1/4 of Section 6, Township 2 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the Northwest corner of said Section 6, which bears N89°42'12"W a distance of 2,490.51 feet from a 5/8-inch rebar marking the North 1/4 corner of said Section 6, thence following the northerly line of said Northwest 1/4, S89°42'12"E a distance of 1,189.98 feet to the **POINT OF BEGINNING**.

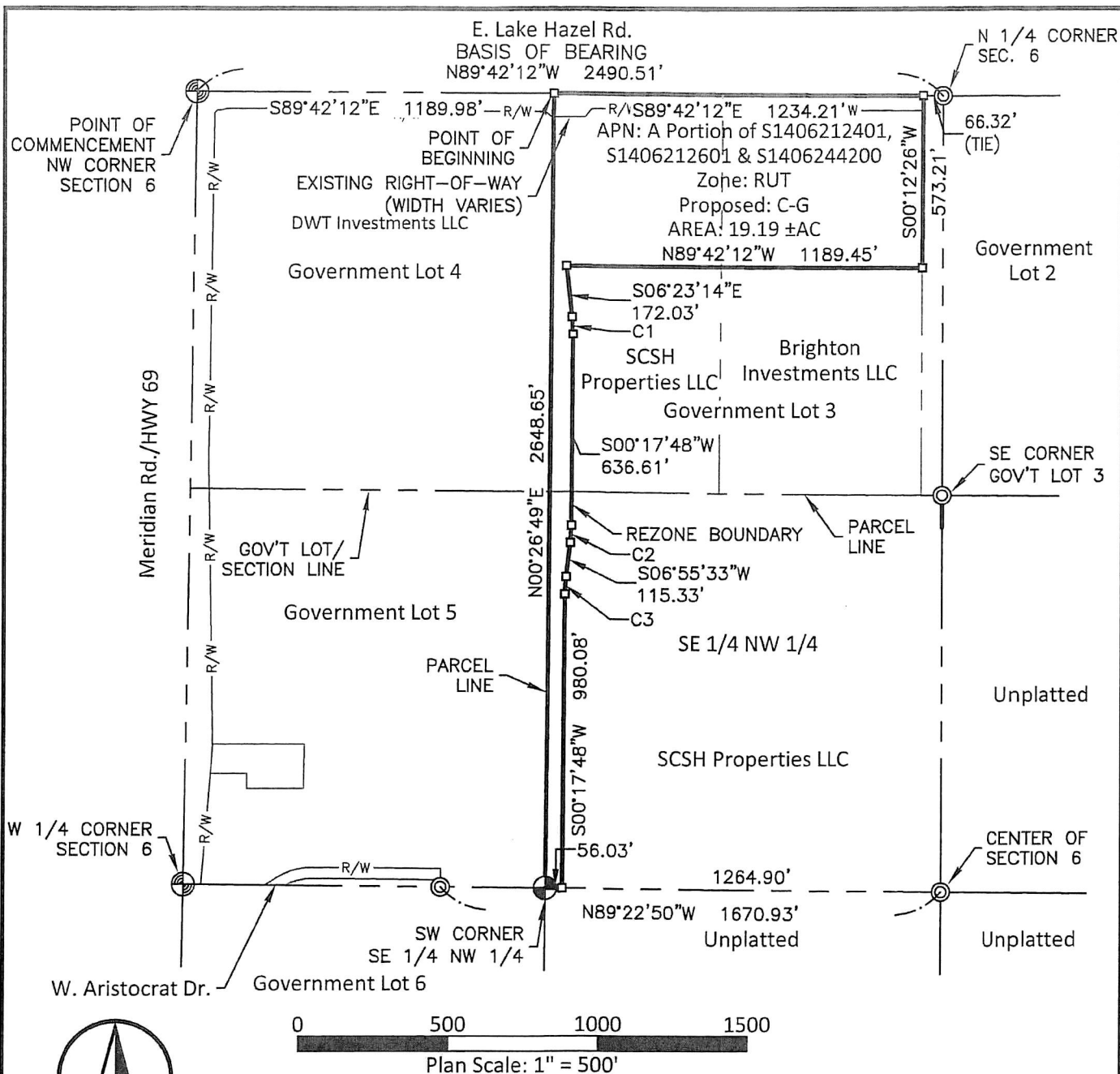
Thence following said northerly line, S89°42'12"E a distance of 1,234.21 feet;
Thence leaving said northerly line, S00°12'26"W a distance of 573.21 feet;
Thence N89°42'12"W a distance of 1,189.45 feet;
Thence S06°23'14"E a distance of 172.03 feet;
Thence 58.33 feet along the arc of a curve to the right, said curve having a radius of 500.00 feet, a delta angle of 06°41'02", a chord bearing of S03°02'43"E and a chord distance of 58.29 feet;
Thence S00°17'48"W a distance of 636.61 feet;
Thence 57.85 feet along the arc of a curve to the right, said curve having a radius of 500.00 feet, a delta angle of 06°37'46", a chord bearing of S03°36'40"W, and a chord distance of 57.82 feet;
Thence S06°55'33"W a distance of 115.33 feet;
Thence 57.85 feet along the arc of a curve to the left, said curve having a radius of 500.00 feet, a delta angle of 06°37'46", a chord bearing of S03°36'40"W, and a chord distance of 57.82 feet;
Thence S00°17'48"W a distance of 980.08 feet to the southerly line of said Northwest 1/4;
Thence following said southerly line, N89°22'50"W a distance of 56.03 feet to a brass cap marking the southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 6;
Thence leaving said southerly line and following the westerly line of said East 1/2 of the Northwest 1/4 of Section 6, N00°26'49"E a distance of 2,648.65 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 19.19 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.



P:\22-075\CAD\SURVEY\EXHIBITS\ANNEXATION AND REZONE\22-075 ANNEXATION WITH C-G ZONE EXHIBIT.DWG, AARON BALLARD, 9/24/2024, ESTUDIO907.PC3, ----



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	500.00'	58.33'	6°41'02"	S03°02'43"E	58.29'
C2	500.00'	57.85'	6°37'46"	S03°36'40"W	57.82'
C3	500.00'	57.85'	6°37'46"	S03°36'40"W	57.82'



DATE: September 2024

PROJECT: 22-075

SHEET:
1 OF 1

Exhibit B Annexation With C-G Zone

Apex Zenith Subdivision

A Portion of the E 1/2 of the NW 1/4 of Sec. 6, T2N, R1E, BM, City of Meridian, Ada County, Idaho



Title: Annexation with C-G Zone		Date: 09-24-2024
Scale: 1 inch = 400 feet	File:	
Tract 1: 19.193 Acres: 836045 Sq Feet: Closure = n46.1645e 0.01 Feet: Precision =1/921905: Perimeter = 7780 Feet		
001=s89.4212e 1234.21	006=s00.1748w 636.61	011=n89.2250w 56.03
002=s00.1226w 573.21	007: Rt, R=500.00, Delta=06.3746 Bng=s03.3640w, Chd=57.82	012=n00.2649e 2648.65
003=n89.4212w 1189.45	008=s06.5533w 115.33	
004=s06.2314e 172.03	009: Lt, R=500.00, Delta=06.3746 Bng=s03.3640w, Chd=57.82	
005: Rt, R=500.00, Delta=06.4102 Bng=s03.0243e, Chd=58.29	010=s00.1748w 980.08	

September 24, 2024
Project No.: 22-075
Apex Zenith Subdivision

Exhibit A
Legal Description for Annexation with R-15 Zone

A parcel of land being a portion of the East 1/2 of the Northwest 1/4 of Section 6, Township 2 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

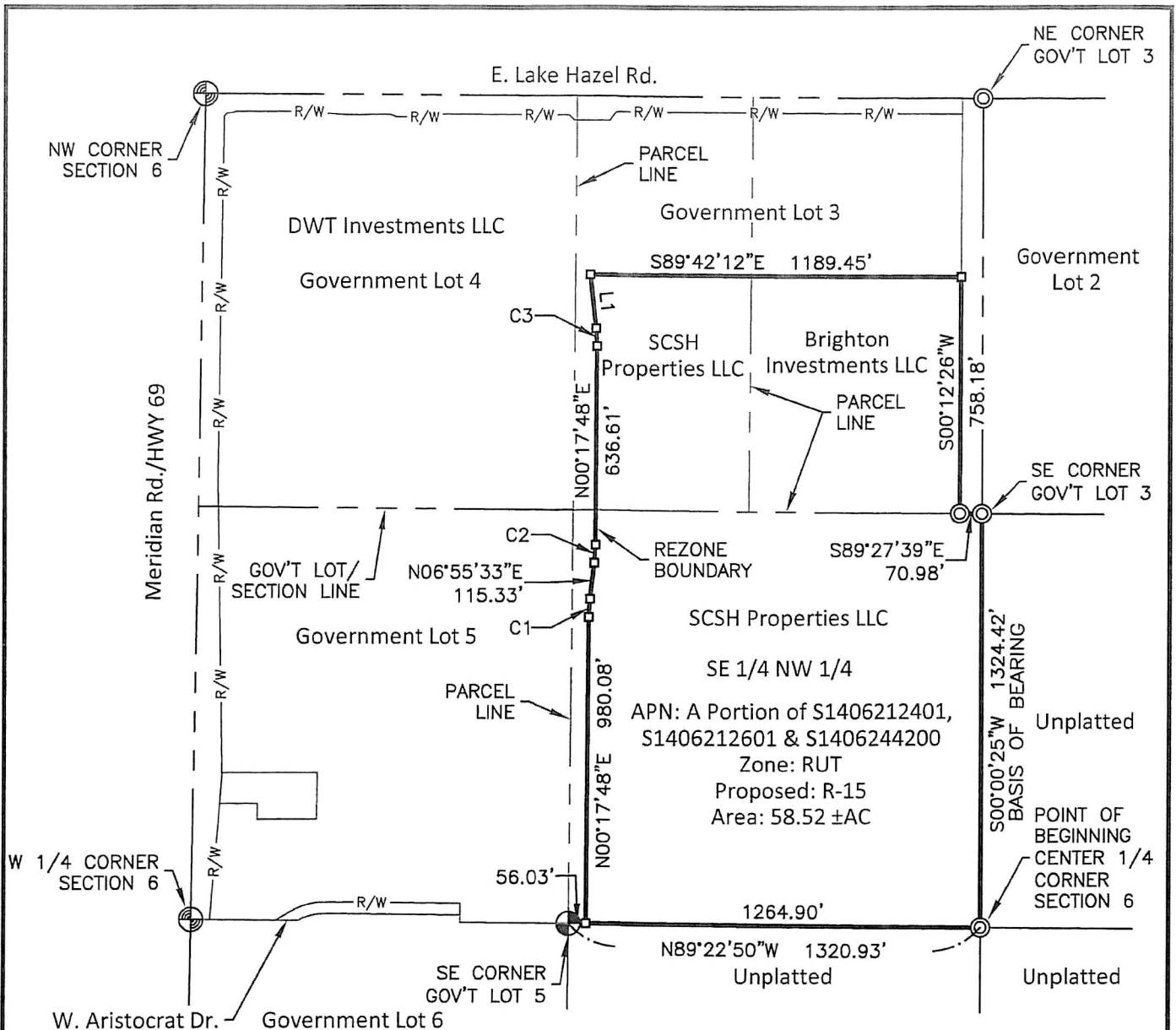
BEGINNING at a 5/8-inch rebar marking the Southeast corner of said Southeast 1/4 of the Northwest 1/4 (Center 1/4 corner), which bears S00°00'25"W a distance of 1,324.42 feet from a 5/8-inch rebar marking the Northeast corner of said Southeast 1/4 of the Northwest 1/4 (Southeast corner of Government Lot 3), thence following the southerly line of said Southeast 1/4 of the Northwest 1/4, N89°22'50"W a distance of 1,264.90 feet;
Thence leaving said southerly line, N00°17'48"E a distance of 980.08 feet;
Thence 57.85 feet along the arc of a curve to the right, said curve having a radius of 500.00 feet, a delta angle of 06°37'46", a chord bearing of N03°36'40"E, and a chord distance of 57.82 feet;
Thence N06°55'33"E a distance of 115.33 feet;
Thence 57.85 feet along the arc of a curve to the left, said curve having a radius of 500.00 feet, a delta angle of 06°37'46", a chord bearing of N03°36'40"E, and a chord distance of 57.82 feet;
Thence N00°17'48"E a distance of 636.61 feet;
Thence 58.33 feet along the arc of a curve to the left, said curve having a radius of 500.00 feet, a delta angle of 06°41'02", a chord bearing of N03°02'43"W and a chord distance of 58.29 feet;
Thence N06°23'14"W a distance of 172.03 feet;
Thence S89°42'12"E a distance of 1,189.45 feet;
Thence S00°12'26"W a distance of 758.18 feet to a 5/8-inch rebar on the southerly line of Government Lot 3;
Thence following said southerly line, S89°27'39"E a distance of 70.98 feet to a 5/8-inch rebar marking the southeast corner of said Government Lot 3;
Thence leaving said southerly line and following the easterly line of the Southeast 1/4 of the Northwest 1/4, S00°00'25"W a distance of 1,324.42 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 58.52 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.



P:\22-075\CAD\SURVEY\EXHIBITS\ANNEXATION AND REZONE\22-075 REZONE TO R-15 EXHIBIT.DWG, AARON BALLARD, 9/24/2024, ESTUDIO907.PC3, ----



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	500.00'	57.85'	6°37'46"	N03°36'40"E	57.82'
C2	500.00'	57.85'	6°37'46"	N03°36'40"E	57.82'
C3	500.00'	58.33'	6°41'02"	N03°02'43"W	58.29'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N06°23'14"W	172.03'

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: September 2024

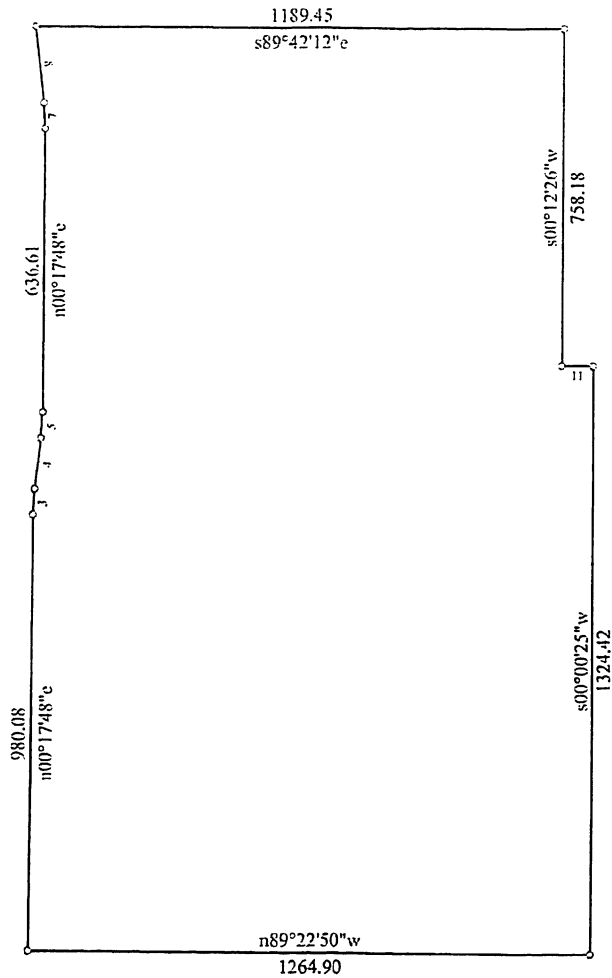
PROJECT: 22-075

SHEET:
1 OF 1

Exhibit B Annexation with R-15 Zone

Apex Zenith Subdivision

A Portion of the E 1/2 of the NW 1/4 of Section 6, T2N, R1E, BM, City of Meridian, Ada County, Idaho



Title: Rezone to R-15		Date: 09-09-2024
Scale: 1 inch = 400 feet	File:	
Tract 1: 58.518 Acres: 2549052 Sq Feet: Closure = n67.2001w 0.01 Feet: Precision =1/698564: Perimeter = 6686 Feet		
001=n89.2250w 1264.90	006=n00.1748e 636.61	011=s89.2739e 70.98
002=n00.1748e 980.08	007: Lt, R=500.00, Delta=06.4102	012=s00.0025w 1324.42
003: Rt, R=500.00, Delta=06.3746	Bng=n03.0243w, Chd=58.29	
Bng=n03.3640e, Chd=57.82	008=n06.2314w 172.03	
004=n06.5533e 115.33	009=s89.4212e 1189.45	
005: Lt, R=500.00, Delta=06.3746	010=s00.1226w 758.18	
Bng=n03.3640e, Chd=57.82		

September 24, 2024
Project No.: 22-075
Apex Zenith Subdivision

Exhibit A
Legal Description for Rezone From R-4 to C-G

A parcel of land being a all of Government Lot 4 and a portion of Government Lot 5 of Section 6, Township 2 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

BEGINNING at an aluminum cap marking the Northwest corner of said Section 6, which bears N89°42'12"W a distance of 2,490.51 feet from a 5/8-inch rebar marking the Northeast corner of Government Lot 3 of said Section 6, thence following the northerly line of said Government Lot 4, S89°42'12"E a distance of 1,189.98 feet to the northeast corner of said Government Lot 4; Thence leaving said northerly line and following the easterly line of said Government Lot 4, S00°26'49"W a distance of 1,326.15 feet to the southeast corner of said Government Lot 4 (northeast corner of Government Lot 5); Thence leaving said easterly line of Government Lot 4 and following the easterly line of Government Lot 5, S00°26'49"W a distance of 1,322.51 feet to a brass cap marking the southeast corner of said Government Lot 5; Thence leaving said easterly line and following the southerly line of said Government Lot 5, N89°22'50"W a distance of 350.00 feet to a 5/8-inch rebar; Thence leaving said southerly line, N00°37'10"E a distance of 23.50 feet to the centerline of W. Aristocrat Dr.; Thence following said centerline the following two (2) courses:

1. N89°22'50"W a distance of 429.03 feet;
2. 93.01 feet along the arc of a curve to the left, said curve having a radius of 180.00 feet, a delta angle of 29°36'22", a chord bearing of S75°48'59"W, and a chord distance of 91.98 feet to the southerly line of said Government Lot 5;

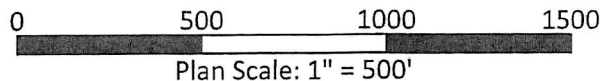
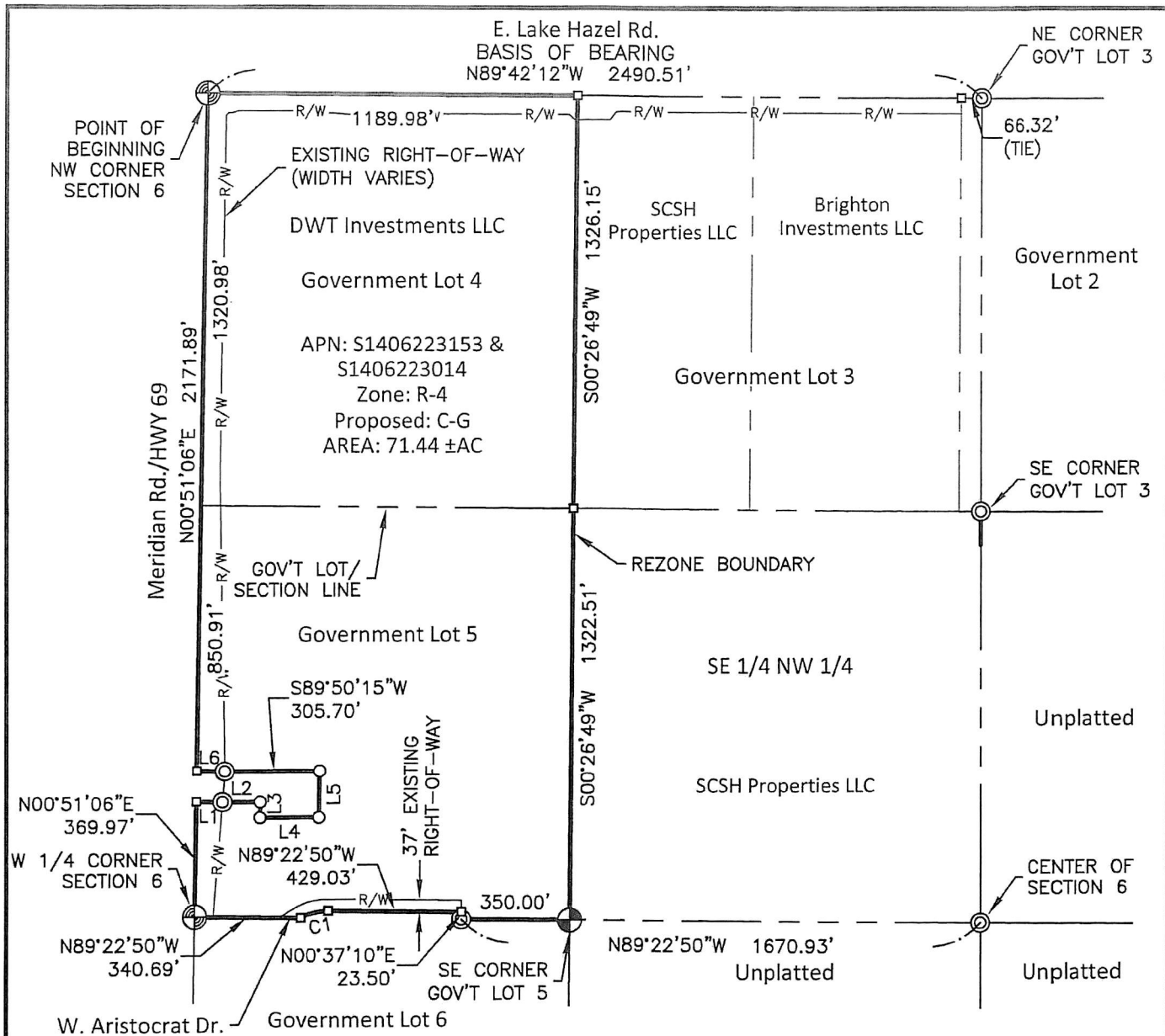
Thence leaving said centerline and following said southerly line, N89°22'50"W a distance of 340.69 feet to an aluminum cap marking the West 1/4 corner of said Section 6; Thence leaving said southerly line and following the westerly line of said Government Lot 5, N00°51'06"E a distance of 369.97 feet; Thence leaving said westerly line, S89°08'54"E a distance of 84.12 feet to a 5/8-inch rebar on the easterly right-of-way of Meridian Rd./State Highway 69; Thence leaving said easterly right-of-way, N89°50'15"E a distance of 120.87 feet to a 1/2-inch rebar; Thence S00°51'06"W a distance of 50.00 feet to a 1/2-inch rebar; Thence N89°50'15"E a distance of 190.40 feet to a 1/2-inch rebar; Thence N00°51'06"E a distance of 150.00 feet to a 1/2-inch rebar; Thence S89°50'15"W a distance of 305.70 feet to a 5/8-inch rebar on said easterly right-of-way; Thence leaving said easterly right-of-way, N89°08'54"W a distance of 89.69 feet to the westerly line of said Government Lot 5; Thence following said westerly line, N00°51'06"E a distance of 850.91 feet to the northwest corner of said Government Lot 4 (southwest corner of Government Lot 4); Thence leaving said westerly line of Government Lot 5 and following the westerly line of said Government Lot 4, N00°51'06"E a distance of 1,320.98 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 71.44 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.



P:\22-075\CAD\SURVEY\EXHIBITS\ANNEXATION AND REZONE\22-075 REZONE FROM R-4 TO C-G EXHIBIT.DWG, AARON BALLARD, 9/24/2024, ESTUDIO907.PC3, ----



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	180.00'	93.01'	29°36'22"	S75°48'59"W	91.98'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°08'54"E	84.12'
L2	N89°50'15"E	120.87'
L3	S00°51'06"W	50.00'
L4	N89°50'15"E	190.40'
L5	N00°51'06"E	150.00'
L6	N89°08'54"W	89.69'



DATE: September 2024
PROJECT: 22-075
SHEET: 1 OF 1

Exhibit B Rezone From R-4 to C-G

Apex Zenith Subdivision

Gov. Lot 4 & a Portion of Gov. Lot 5 of Section 6, T2N, R1E, BM, City of Meridian, Ada County, Idaho



Title: Rezone from R-4 to C-G		Date: 09-24-2024
Scale: 1 inch = 500 feet	File:	
Tract 1: 71.441 Acres: 3111949 Sq Feet: Closure = n26.2846e 0.01 Feet: Precision >1/999999: Perimeter = 8608 Feet 001=s89.4212e 1189.98 008=n89.2250w 340.69 015=s89.5015w 305.70 002=s00.2649w 1326.15 009=n00.5106e 369.97 016=n89.0854w 89.69 003=s00.2649w 1322.51 010=s89.0854e 84.12 017=n00.5106e 850.91 004=n89.2250w 350.00 011=n89.5015e 120.87 018=n00.5106e 1320.98 005=n00.3710e 23.50 012=s00.5106w 50.00 006=n89.2250w 429.03 013=n89.5015e 190.40 007: Lt. R=180.00, Delta=29.3622 014=n00.5106e 150.00 Bng=s75.4859w, Chd=91.98		

EXHIBIT B

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



In the Matter of the Request for the requests to rezone 71.7-acres from R-4 to C-G, annex 77.71-acres with C-G and R-15 zoning districts, and a development agreement modification to develop the subject property with a mixed-use development consisting of approximately 446,000 sq. ft. of commercial, 100,000 sq. ft. of office/employment and residential (8 to 15 d.u./acre) uses. , by Brighton Corporation.

Case No(s). H-2024-0052

For the City Council Hearing Date of: January 14th, 2025 (Findings on January 28th, 2025)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of January 14th, 2025, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of January 14th, 2025, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of January 14th, 2025, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of January 28th, 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 January 14th, 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 Rezone, Annexation, and a Development Agreement Modification is hereby approved per the conditions of approval in the Staff Report for the hearing date of January 14th, 2025, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Development Agreement Duration

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

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

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

E. Judicial Review

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

F. Notice of Right to Regulatory Takings Analysis

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

G. Attached: Staff Report for the hearing date of January 14th, 2025.

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

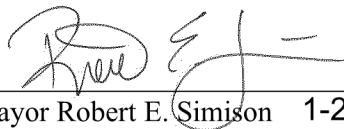
VOTED AYE

COUNCIL MEMBER BRIAN WHITLOCK

VOTED AYE

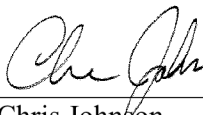
MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____



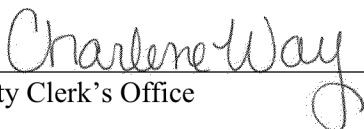
Mayor Robert E. Simison 1-25-2025

Attest:

Chris Johnson 1-25-2025
City Clerk

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

By:  _____ Dated: 1-25-2025
City Clerk's Office

COMMUNITY DEVELOPMENT

DEPARTMENT REPORT



HEARING DATE: 1/14/2025

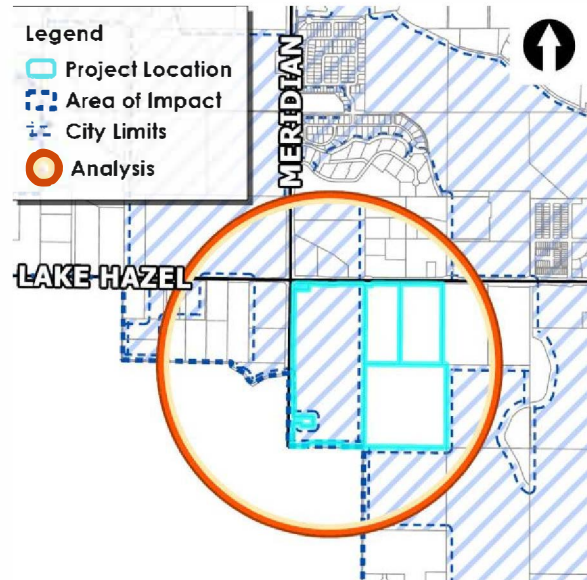
TO: Mayor & City Council

FROM: Bill Parsons, Current Planning Supervisor
208-884-5533
bparsons@meridiancity.org

APPLICANT: Amanda McNutt, Brighton Corporation

SUBJECT: H-2024-0052
Apex Zenith

LOCATION: Generally located at the southeast corner of Meridian Road and Lake Hazel in the east ½ of the northwest ¼ of Section 6, T.2N., R.1E.



I. PROJECT OVERVIEW

A. Summary

The applicant requests to rezone 71.7-acres from R-4 to C-G, annex 77.71-acres with C-G and R-15 zoning districts, and a development agreement modification to develop the subject property with a mixed-use development consisting of approximately 446,000 sq. ft. of commercial, 100,000 sq. ft. of office/employment and residential (8 to 15 d.u./acre) uses.

B. Issues/Waivers

1. The applicant is requesting City Council waiver for two accesses (one ¾ public street access and RIRO driveway) to Meridian Road and a right-in/right-out driveway to Lake Hazel Road in accord with UDC 11-3A-3 and subject to ACHD and ITD approval. ITD has provided comments with approval of three (3) access points to Meridian Road. However, if Council grants the waiver, the ¼ should be restricted RIRO only and not ¾ movement as proposed. The phasing of the proposed accesses is provided below. If these accesses are not approved as requested, a new concept plan should be required with their removal.

Additionally, the applicant has been coordinating with ITD on a STARs agreement to address transportation improvements along SH-69 and accesses along its frontage. In 1998, ITD granted the applicant three deeded accesses between Lake Hazel and Aristocrat. ITD has noted that it will allow full access at Aristocrat, restricted access at the 1/4 Mile (Spire) and restricted access at the 1/8 Mile. The applicant has also entered into and completed a Cooperative Development Agreement with ACHD to fully build Lake Hazel to five (5) lanes. With the construction in 2024, both the 1/4 Mile Collector

(Prevail) and 1/8 Mile right-in/right-out driveway to Lake Hazel were designed, approved, and constructed.

2. The applicant is seeking the ability to obtain three (3) building permits with the first phase of development. The applicant intends to reconfigure the property with a future property boundary adjustment application to facilitate the construction on these parcels until the remainder of the property is subdivided with phase two (2).

Although staff is amenable to this approach, a master concept plan for the overall development is necessary to ensure compliance with the Plan and justify the “float” of the Mixed-use Regional designation across the Lake Hazel frontage. The applicant recognizes the importance of these details however, they intend to provide many of them with phase two (2) to be memorialized with a future amendment to the development agreement.

The Commission and Council should be aware that this approach may result in a fragmented and uncoordinated design and lack key elements including functional and physical integration, shared design features, and purposeful open spaces. Staff is recommending many of these items be addressed in the new DA as noted below. The Commission and Council should carefully evaluate whether deferring critical details to phase two is justifiable without a more comprehensive framework for the development.

C. Recommendation

Staff: Approval with a new Development Agreement (DA).

Commission: Approval

D. Decision

Council:

II.

COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Agriculture	-
Proposed Land Use(s)	Commercial and Residential	-
Existing Zoning	R-4 and RUT in Ada County	VII.A.2
Proposed Zoning	C-G and R-15	
Adopted FLUM Designation	Mixed Regional and Medium-High Density Residential	VII.A.3

Table 2: Process Facts

Description	Details
Preapplication Meeting date	8/20/2024
Neighborhood Meeting	9/19/2024
Site posting date	12/9/2024

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		IV.D
• Comments Received	Yes	-

• Commission Action Required	No	-
• Access	Access is proposed off Aristocrat Drive and Prevail Avenue, both collector roadways. Additionally, the applicant is requesting a local street access with $\frac{3}{4}$ movements and a RIRO driveway off Meridian Road and a RIRO driveway off Lake Hazel Road.	-
• Traffic Level of Service	SH-69 (Meridian Road): ACHD does not set a threshold for State Highways. Lake Hazel Road: Better than E	-
ITD Comments Received	Yes; ITD is going to approve three (3) access points to State Highway 69 (Meridian Road). This includes Aristocrat Drive (Full signalized access), Spire Street (Right In/Right Out), and a private drive aisle (Right In/Right Out).	IV.E
Meridian Public Works Wastewater		IV.B
• Distance to Mainline	Partly constructed at the site but looping is required throughout the developments.	
• Impacts or Concerns	Yes, see conditions	
Meridian Public Works Water		IV.B
• Distance to Mainline	Partly constructed at the site but looping is required throughout the developments.	
• Impacts or Concerns	Yes, see conditions	
School District(s)	West Ada School District	IV.C
• Capacity of Schools	Mary McPherson Elementary: 550 Program Capacity Victory Middle School: 1000 Architectural Capacity Mountain View High School: 2175 Architectural Capacity	-
• Number of Students Enrolled	Mary McPherson Elementary: 484 Students Victory Middle School: 1056 Students Mountain View High School: 2537 Students	-

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

Figure 1: One-Mile Radius Existing Condition Metrics

Reference Parcel: S1406223014

Date Retrieved: 2024 / 10 / 8

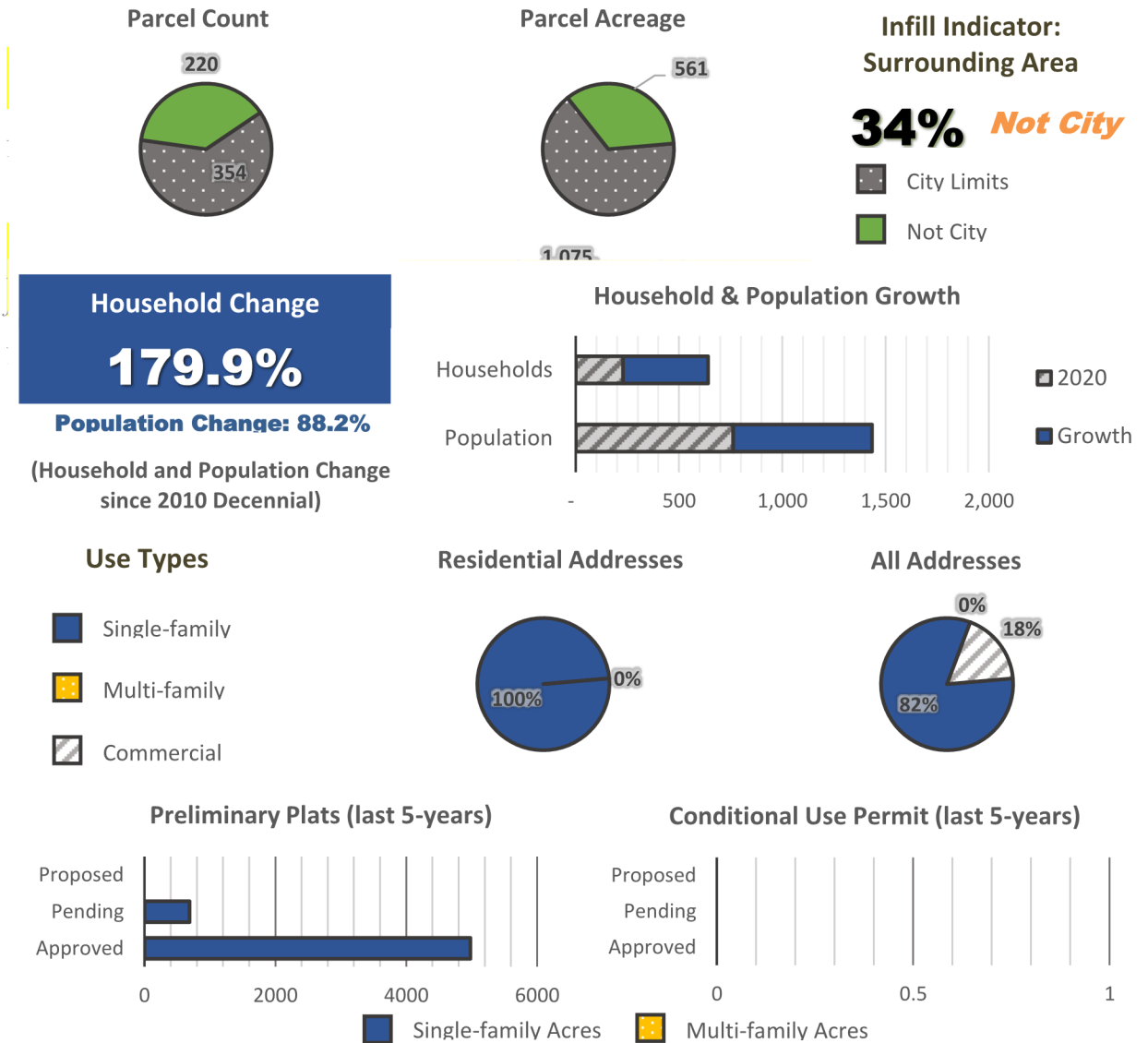
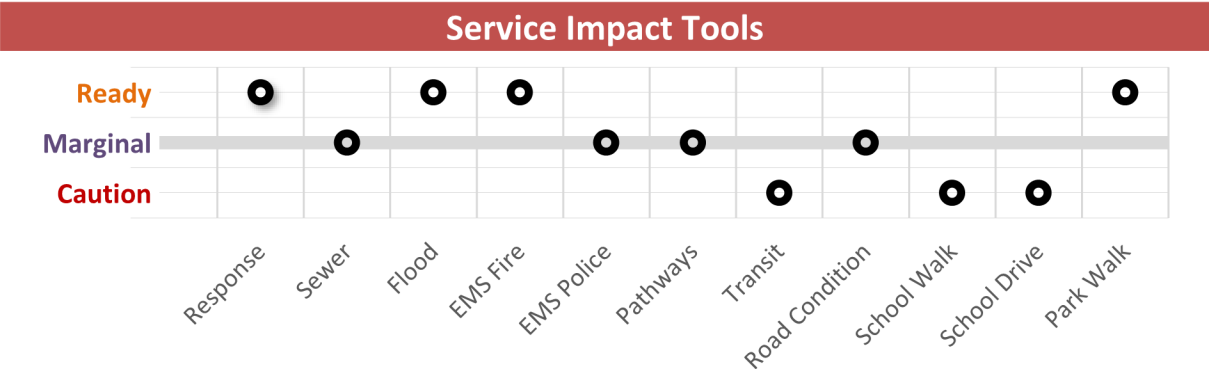


Figure 2: ACHD Summary Metrics

ACHD	E. Lake Hazel Road		Existing Lanes	5	Planned Lanes	5
	Existing Level of Service		Notable ACHD Comments			
	(Primary roadway impact)		Programmed IFYP	Y	Programmed CIP	Y
ACHD	S. Meridian Rd		Existing Lanes	5	Planned Lanes	No
	Existing Level of Service		Notable ACHD Comments			
	(Primary roadway impact)		Programmed IFYP	Yes	Programmed CIP	Yes

**E. Lake Hazel Road has been widened by the applicant to 5 lanes from S. Meridian Road to S. Apex Avenue. The level of service listed above is for the existing 2-lane road. Traffic counts are from June 2018.*

Figure 4: Service Impact Summary



III.

STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

The proposed development spans 149.41 acres across five parcels, with the western half designated as Mixed-Use Regional (MU-R) and the eastern half as Medium-High Density Residential (MHDR) on the Future Land Use Map (FLUM).

The area proposed for rezoning falls within the MU-R designation, which promotes a balanced integration of employment, retail, residential, and public uses, particularly near major arterial intersections. This designation aims to create diverse and connected communities where residents can live, work, and shop locally.

The area being annexed is designated as Medium-High Density Residential. 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 project identity.

The applicants' concept plan is consistent with the Mixed-Use Regional and Medium-High Density Residential FLUM designations. However, the applicant is requesting the northern portion of the MHDR spanning across the Rawson Canal (approximately 11 acres) be zoned C-G. This would float the MU-R FLUM designation into the MHDR designation. The comprehensive plan supports the float of C-G zoning into the area designated as MHDR with the inclusion of the following elements: Plazas between commercial and residential including a main focal point, active and shared open space within the mixed-use designation and neighboring uses, a mix of three (3) different uses, and 8-foot parkways with on-street parking. The applicant has not provided these details with this application; however, these elements will be a provision in the Development Agreement. Staff is supportive of the float because it will add a critical third use to the development in the form of employment, however, the applicant will be held to the inclusion of the elements listed above. The Planning and Zoning Commission and City Council should evaluate the float and project to determine if other design elements should be incorporated in the overall development.

The subject development is proposed to be completed in two phases. The first phase is going to include three buildings on the northwestern portion of the site. The applicant has provided a concept plan for phase one indicating where the three buildings are located. Staff has determined that details for development of phase two will be required through a development agreement modification. Phase one will be restricted to three building permits before a development agreement modification with additional details will be triggered.

Below staff has compiled a development consistency matrix how and when compliance is to occur with development of the property.

Figure 4: Development Consistency Matrix

UDC, Comp Plan, or ASM Standard	Compliance	Phase
Residential uses are expected to comprise between 10% and 30% of the development area, with gross densities ranging from 6 to 40 units/acre.	The applicant is proposing future residential in the C-G zoned area. However, the details have not been provided. Staff will restrict the residential uses to 10% – 30% of the original 71.7 acres in the MU-R designation. The additional 11 acres included in the float along E. Lake Hazel will not be included in the calculation for residential. This will be evaluated with the future development agreement modification in phase two.	2
The minimum for non-retail commercial uses such as light-office, office, clean industry, or entertainment uses, is 20% of the mixed-use area.	The applicant is proposing three (3) different uses in the form of commercial (retail), office/employment, and residential. While the percentage of non-retail is not specified the applicant has indicated they intend to construct approximately 100,000 square feet of office/employment. This will be evaluated with the future development agreement modification in phase two.	1 and 2
Retail commercial uses should comprise a maximum of 50% of the development area.	The applicant is proposing three (3) different uses in the form of commercial (retail), office/employment, and residential. While the percentage of retail is not specified the applicant has indicated they intend to construct approximately 446,000 square feet of commercial/retail. This will be evaluated with the future development agreement modification in phase two.	1 and 2

For mixed-use developments, at least 40% of the buildable frontage must be occupied by building facades or public space.	The current concept plan shows no building frontage along Meridian Road. To satisfy the 40% requirement for phase one, the applicant should relocate the building to the Meridian Road frontage. After discussing with the applicant, they would like to defer the building frontage to phase two. This would require approximately 2,017 feet of building frontage along State Highway 69 and E. Lake Hazel Road when excluding the anchor tenant's frontage. This will be a requirement in the development agreement.	1
No more than 50% of the total off-street parking area for properties over two acres can be located between building facades and abutting streets.	In compliance with this standard. Future development will be evaluated with the development agreement modification in phase two.	1 and 2
Mixed use projects are to be developed with an overall master or conceptual plan for the larger mixed-use area.	The applicant is requesting to delay a master concept plan to phase two, after the anchor user has been established. Staff has concerns about this approach as it can be difficult to achieve key design elements with future applications. The applicant should discuss with the Commission and Council how the design elements will be met.	2
Mixed use areas must include at least three land use types within a designation.	In compliance with this standard. The applicant is proposing three (3) different uses in the form of commercial (retail), office/employment, and residential.	1 and 2

Functional Integration: Developments must show that even undeveloped parts of the area can be functionally integrated, either immediately or conceptually. The project should prove that all planned components can work together cohesively. Local connectivity is required to limit local trip impacts to the regional network, both for traditional single-family homes and in mixed-use areas.	The applicant has not provided details on phase 2 of the development. Staff has concerns about this approach as getting the mixed-use components is vital to the approval of this application. The applicant should inform the Commission and Council how these design elements will be met.	2
Purposeful Open Space: Open spaces should not be incidental but purposefully designed to enhance connectivity and functional integration. They should serve as common areas that bring people together and provide opportunities for interaction.	Details of open space have not been provided. Staff has provided DA provisions requiring this with the future development agreement modification. The applicant should inform the Commission and Council how these design elements will be met.	2
Open space and amenities	To be analyzed with phase two.	2
Access	The applicant is requesting a council waiver for three (3) access points, two (2) to Meridian Road, and 1 to Lake Hazel Road.	1
Road Network/ Timing	The applicant is proposing to complete all public road improvements with phase 1 of the development. The completion of Prevail, Spire, and Aristocrat will be completed prior to the first C of O within the development. Additionally, the applicant has been coordinating with ITD on a STARS agreement for SH-69 and adjacent roads. The specific road improvements spelled out in the STARS agreement will occur with Phase 2, if not sooner. Staff is recommending a DA provision requiring an executed agreement prior to developing phase 2.	1

Density of Residential Portion	While the applicant does not have a master concept plan for the entire area, they have provided details about the density of residential that will be in this development. The C-G residential will be between 6-40 units per acre and the R-15 residential will be 8-15 units per acre.	2
--------------------------------	--	---

Table 4: Project Overview

Description	Details
History	H-2015-0019 AZ; DA Inst# 2016-007072
Phasing Plan	2 Phases
Residential Units	TBD with phase 2. However, the applicant intends to development with the parameters allowed in the Comprehensive Plan – 8-15 in the MHDR area and 6-40 in the MU-R area.
Open Space	To be determined with the future Development Agreement Modification
Amenities	To be determined with the future Development Agreement Modification
Physical Features	Rawson Canal
Acreage	149.41 Acres
Lots	5 lots
Density	R-15 Zone: 8-15 Units/Acre C-G Zone: 6-40 Units/Acre

B. History

The two parcels fronting S. Meridian Road (S1406223014 and S1406223153) were annexed in 2015 with the South Meridian Annexation. These properties were given the placeholder zoning of R-4 until future development. Due to these properties being in the Mixed Use Regional, the request for a rezone to C-G is consistent with the comprehensive plan. Additionally, the three properties on the eastern portion of the development (S1406212601, S1406212401, and S1406244200) are still in Ada County with RUT zoning.

During the South Meridian Annexation an outparcel was created (S1406233902) and it is not being included in this application. However, this project is required to show how the development will include the out parcel with phase two (2) as it will be redeveloped in the future.

Development must comply with the Functional Integration principles for development in all Mixed-Use areas.

- Residential uses are expected to comprise between 10% and 30% of the development area, with gross densities ranging from 6 to 40 units/acre (of the residential area). However, staff is limiting this percentage to span across the original 71.7 acres and does not include the approximately 11 acres included in the float along E. Lake Hazel.
- The minimum for non-retail commercial uses such as light-office, office, clean industry, or entertainment uses, is 20% of the mixed-use area.
- Retail commercial uses should comprise a maximum of 50% of the development area.

C. Site Development and Use Analysis

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

There are no existing structures included in this application.

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

Comprehensive Plan policy 3.06.02B encourage 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.

The applicant has submitted a concept plan with phase one consisting of commercial retail and medical offices/professional services. Phase two consists of commercial and residential that will be required to go through a development agreement modification prior to development. The applicant has provided little detail in the concept plan for the future phases. Staff has concerns with this approach as many key elements of mixed-use developments are not being presented at this time. However, staff has provided an avenue forward for the applicant with provisions in the development agreement requiring elements with phase two. Additionally, the applicant will be capped at 50% retail and 10% - 30% residential in the C-G portion of the site unless other features are represented allowing for bonuses to either retail or residential.

The concept plan also provides some insight into the future development of the MHDR portion of the property that will be zoned R-15. 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. Residential gross densities should range from eight to fifteen 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 the quality of place and should also incorporate connectivity with adjacent uses and area pathways, attractive landscaping and project identity. The applicant is proposing 8-15 units per acre when this portion of phase two (2) develops. Connectivity between the residential and commercial will be evaluated with the development agreement modification for phase two (2). Key elements such as plazas between commercial and residential, active and shared open space, a mix of three (3) different uses, and 8-foot parkways with on-street parking will be required with phase two (2). Additionally, the applicant will be required to subdivide this portion of the site for redevelopment purposes.

3. Dimensional Standards (*UDC 11-2*):

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.

The development shall comply with the dimensional standards for the C-G and R-15 zoning districts as listed in UDC Tables 11-2A-3 and 11-2B-3. These will be evaluated with future applications.

D. Design Standards Analysis

1. Structure and Site Design Standards (*Comp Plan, UDC 11-3A-19*)

Based on the concept plan, the applicant does not fully comply with the standards outlined in UDC 11-3A-19. While they meet the requirement that no more than 50% of the total off-street parking area for properties over two acres can be located between building facades and abutting streets, they do not meet the building frontage requirements due to the proposed building location.

For mixed-use developments, at least 40% of the buildable frontage must be occupied by building facades or public space. The current concept plan shows no building frontage along Meridian Road. To satisfy the 40% requirement for phase one (1), the applicant should relocate the building to the Meridian Road frontage. Staff recommends sliding the building to the west and positioning it along this road.

However, after discussing with the applicant, they would like to defer the 40% building frontage to phase two (2) with the remainder of the entitlements. Staff has estimated the frontage along Meridian Road is approximately 2,642 feet and the frontage along E. Lake Hazel Road is 2,400 feet. The anchor tenant consumes approximately 700 feet of the frontage along Meridian Road. This leaves roughly 4,342 feet of frontage along Meridian and Lake Hazel Roads with 2,017 feet being required to be occupied by building frontages to meet the 40% requirement. This will be a requirement in the development agreement and will be a key element for the design of phase two (2).

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

Qualified open space and amenities will be determined with the future development agreement modification. However, based on the standards in UDC Table 11-3G-3 and 11-3G-4, a minimum of 15% of qualified open space is required to be provided within the development and a minimum of one (1) amenity point shall be provided for every 5 acres of gross land area. Additionally, staff will require purposeful open space between the residential and commercial areas to create an area for integration and interaction.

3. Landscaping (*UDC 11-3B*):

i. Landscape buffers along streets

The landscaping will be evaluated with the submittal of the certificate of zoning compliance. However, the applicant is required to install a 35-foot landscape buffer along S. Meridian Road (Entryway Corridor), a 25-foot landscape buffer along E. Lake Hazel Road (Arterial Road), a 20-foot landscape buffer along Aristocrat Drive (Collector Road), and a 20-foot landscape buffer along Prevail Avenue (Collector Road) in compliance with UDC 11-3B-7.

Staff is recommending these improvements be included with Phase one (1) of the development. While the applicant is not creating a formal subdivision at this time, staff believes installing all landscape buffers fronting Meridian Road, E. Lake Hazel Road, Prevail Avenue, and Aristocrat Drive will be important for compliance with the 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 along the arterial and collector streets.

ii. Parking lot landscaping

Landscaping is required to be provided along all parking areas per the standards listed in UDC 11-3B-8. The requirements include 5 ft. perimeter adjacent to streets and islands of at least 50 sq. ft. per every 12 parking spaces. These requirements will be analyzed with the Certificate of Zoning Compliance.

iii. Landscape buffers to adjoining uses

Where commercial abuts residential, the applicant will be required to comply with UDC 11-3B-9. Additionally, the comprehensive plan speaks to plazas and open space providing integration in mixed-use areas. The use of plazas and common open space will be evaluated with the development agreement modification for phase two (2).

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.

A Tree Mitigation Plan should be submitted with the Certificate of Zoning Compliance detailing all existing trees and methods of mitigation outlined by the City Arborist before any trees are to be removed as set forth in UDC 11-3B-10C.5.

v. Storm integration

Storm drainage is required to comply with the standards listed in UDC 11-3A-18. Drainage swales should not be within the landscape setbacks along S. Meridian Road or E. Lake Hazel Road.

vi. Pathway landscaping

Pathway landscaping is required to comply with UDC 11-3B-12. A minimum of 5 feet of landscaping shall be provided on both sides of the proposed pathways as shown in Section V. These requirements will be analyzed with the Certificate of Zoning Compliance.

4. Parking (*UDC 11-3C*):

i. Residential parking analysis

Future residential will be developed in phase two (2) will be required to comply with the residential parking standards listed in UDC Table 11-3C-6.

ii. Nonresidential parking analysis

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

One bicycle parking space shall be provided for every 25 proposed vehicle parking spaces. This will be evaluated with the submittal of certificate of zoning compliance and design review.

5. Building Elevations (*Comp Plan, Architectural Standards Manual*):
The applicant did not provide any building elevations. 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.
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*):
8-foot parkways will be an important element to transition between the office/employment and future MHDR development.

E. Transportation Analysis

1. Access (*Comp Plan, UDC 11-3A-3, UDC 11-3H-4*):
Goal 6.01.02B of the comprehensive plan emphasizes reducing access points to arterial streets by promoting cross-access agreements, access management, and the use of frontage and backage roads to improve connectivity between local and collector streets. Similarly, UDC 11-3A-3 calls for consolidating or limiting access points on collectors and arterial streets to ensure safer entry for motorists. UDC 11-3H-4 further restricts new access to State Highway 69 when usage intensity increases, limiting access points to section line roads and half-mile intervals.

The applicant has provided a backage road in the form of a commercial collector (Prevail Avenue) running parallel to State Highway 69 (Meridian Road) and connecting to E. Lake Hazel at the quarter-mile section. Additionally, the applicant is extending the commercial collector (E. Aristocrat Drive) along the southern portion of the site to provide mid-mile access off State Highway 69. These access points are supported by staff as they are reflected on the Master Street Map.

Additionally, the applicant has proposed two restricted access points between E. Aristocrat Drive (half-mile access) and E. Lake Hazel Road (section line road) along State Highway 69, which does not align with UDC 11-3H-4. Staff is not supportive of these access points as Meridian Road is a mobility corridor and limiting access is essential to continue the flow of traffic. Staff has provided an image (See below) of the intersection at Eagle Road and Fairview Avenue to show an example of what the intersection of State Highway 69 and Lake Hazel Road may look like in the future. This intersection is an example of why staff and the UDC limit access points because it can create congestion, affect the flow of traffic, and create conflict points. **Staff is not supportive of the proposed accesses to Meridian Road, except at the ½ mile consistent with UDC 11-3H-4.**

However, ITD has approved three (3) access points to Meridian Road. These access points include Aristocrat Drive at the ½ mile mark (Full signalized access), Spire Street at the ¼ mile mark (Right In/Right Out), and a private drive aisle at the 1/8th mile mark (Right In/Right Out). **With the support from the Idaho Transportation Department (ITD), the City Council may grant a waiver for these additional access points on State Highway 69.**

Additionally, the applicant has been coordinating with ITD on a STARs agreement to address transportation improvements along SH-69 and accesses along its frontage. Staff

is supportive of this approach and is recommending the applicant enter into a STARS agreement with ITD prior to commencing with development of phase 2.

The applicant has also entered into and completed a Cooperative Development Agreement with ACHD to fully build Lake Hazel to five (5) lanes. With the construction in 2024, both the 1/4 Mile Collector (Prevail) and 1/8 Mile right-in/right-out driveway to Lake Hazel were designed, approved, and constructed. The applicant is seeking City Council waiver for the additional access point to E. Lake Hazel Road. **Staff does not support the RIRO access to Lake Hazel in accord with UDC 11-3A-3.**

In addition to the standards listed above, UDC 11-3H-3D discusses noise abatement along State Highway 69. While the applicant has not provided details on the southern portion of the site abutting State Highway 69, if any residential or other sensitive uses abuts the highway noise abatement will be required in compliance with UDC 11-3H-3D.

The Rawson Canal intersects the northeast portion of the site which will make access to triangular piece fronting on E. Lake Hazel Road difficult. With the development agreement modification, the applicant shall provide details as to how access to this portion of the site will be achieved.

2. Multiuse Pathways, Pathways, and Sidewalks (*UDC 11-3A-5, aa-3A-8, 11-3A-8*):
Comprehensive Plan policy 3.07.02A mandates the creation of pedestrian circulation plans to guarantee safety and convenient access within large commercial and mixed-use developments, while policy 4.04.01A emphasizes that new developments and subdivisions must connect to the pathway system. Together, these policies ensure that all new projects prioritize safe pedestrian access and integrate seamlessly with existing pathways.

All pathways shall be constructed in accord with the standards listed in UDC 11-3A-8. Pedestrian connectivity is crucial in mixed-use developments to encourage walkability. The absence of such connectivity in this proposal would force residents to walk along busy arterial roads to reach services and public spaces or depend on vehicles to access them. Further UDC 11-3B-9 requires pedestrian connections between residential and commercial areas.

The applicant is proposing a 10-foot detached multi-use pathway along S. Meridian Road, E. Lake Hazel Road, E. Aristocrat Drive, and Prevail Avenue. Additionally, 5 feet concrete sidewalks are proposed along Spire Street and private drive aisles in the northwest corner. Staff recommends adding 5 feet sidewalks along the portion of the site between the proposed medical offices and future MHDR residential. This will allow the applicant to meet the comp plan goals listed above.

3. Subdivision Regulations (*UDC 11-6*):
Subdivision regulations will be evaluated with phase two of the development where a development agreement modification will be required. At the time of the development agreement modification, the applicant shall provide details on the residential portions of the development. Staff will analyze this for compliance with UDC 11-6.

F. Services Analysis

1. Waterways (*Comp Plan, UDC 11-3A-6*):

The Rawson Canal intersects the Northeast portion of the site. The applicant is proposing to leave the Rawson Canal open which will provide limited access to the triangular piece fronting E. Lake Hazel Road.

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*):

Underground pressurized irrigation water is required to be provided to each lot within the subdivision as set forth in UDC 11-3A-15.

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

An adequate storm drainage system is required in all developments in accord with the City's adopted standards, specifications and ordinances. Design and construction shall follow best management practice as adopted by the City as set forth in UDC 11-3A-18. Drainage swales shall not be located in the street landscape buffers along S. Meridian Road and E. Lake Hazel Road.

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

Connection to City water and sewer services is required and are available to be extended by the developer with development in accord with UDC 11-3A-21 and Goals 3.03.03G & 3.03.03F. Urban sewer and water infrastructure and curb, gutter, and sidewalks are required to be provided with development.

IV.

CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

1. A Development Agreement (DA) is required as a provision of annexation and rezone of this property. Prior to approval of the annexation and rezone ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of annexation ordinance adoption, and the developer. **A final plat or certificate of zoning compliance shall not be submitted until the DA and Ordinance is 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 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 annexation and rezone. The DA shall, at minimum, incorporate the following provisions *IF* City Council determines annexation is in the best interest of the City:

1. Future development of this site shall be generally consistent with the concept plan included in Section VIII and the provisions contained herein.
 - a. Residential uses shall comprise of 10% -30% of the original 71.7 acres development area in the MU-R designation, with gross densities ranging from 6 to 40 units/acre (of the residential area).
 - b. Non-retail commercial uses shall comprise a minimum of 20% of the proposed C-G zoning to include the likes of employment, office, clean industry, or entertainment uses.
 - c. Retail commercial uses shall comprise a maximum of 50% of the proposed C-G zoning unless the applicant meets the bonus requirements in the comprehensive plan.
 - 2:1 Bonus for land designated as a public use such as library or school.
 - 2:1 Bonus for active and shared open space or passive recreation areas, such as a park, tot-lot, or play-field. This excludes the amenities required with residential development.
 - 6:1 Bonus for plazas that are integrated into a retail project. Such plazas shall provide a focal point, seating areas, and some weather protection.
 - d. New buildings on pad sites adjacent to single-family neighborhoods shall be limited to no more than a 1-story disparity in building height.
 - e. Transitions between different residential product types and dissimilar land uses shall include the use of alleys, roadways with landscaped parkways, or highly connected open spaces.
 - f. For mixed-use developments, a minimum of 40% of the buildable frontage must be occupied by building facades or public space. The applicant shall either move the proposed anchor tenant building along Meridian Road frontage or provide a minimum of 40% building frontage with phase two.
 - g. Any future development of the site must comply with the City of Meridian ordinances in effect at the time of the development.
 - h. Phase 1 Requirements:
 - Construct the entirety of Aristocrat Drive and Prevail Avenue prior to the first Certificate of Occupancy.
 - ~~— Install landscape buffers along S. Meridian Road, E. Lake Hazel Road, Aristocrat Drive, and Prevail Avenue prior to the first Certificate of Occupancy.~~
 - Install landscape buffers as shown in exhibit F.
 - Phase 1 will be limited to 3 building permits and shall include a property boundary adjustment to reconfigure the properties.

- Access to S. Meridian Road and E. Lake Hazel shall be prohibited except at Aristocrat Drive and Prevail Avenue unless allowed by ITD, ACHD, and approved City Council. The City Council approved the waiver for the additional access points.
- i. Prior to commencement of Phase 2 the applicant shall submit a development agreement modification and amend the concept plan with the following:
 - ~~Include the following elements with phase 2: Plazas between commercial and residential include a main focal point, active and shared open space within the mixed-use designation and neighboring uses, a mix of three (3) different uses, and 8-foot parkways with on-street parking and bulb-outs.~~
 - Include the following elements with phase 2: Plazas between commercial and residential include a main focal point, active and shared open space within the mixed-use designation and neighboring uses, a mix of three (3) different uses, and 8-foot parkways, and traffic calming such as on-street parking and bulb-outs.
 - Include the out parcel in the overall concept plan to ensure functional integration with the surrounding property. Development of the R-15 portion of the development shall not be allowed until the property has been subdivided.
 - In developments where multiple commercial and/or office buildings are proposed, the buildings shall be arranged to create some form of common, usable area, such as a plaza or green space.
 - The applicant shall subdivide the MHDR or R-15 portion of the site prior to development of this area.
 - The applicant shall provide the city with the executed STARS agreement with ITD.
 - Include the out parcel in the new concept plan.

B. Meridian Public Works

Wastewater	
- Distance to Sewer Services - Sewer Shed - Estimated Project Sewer ERU's - WRRF Declining Balance - Project Consistent with WW Master Plan/Facility Plan	Sewer main is partly been constructed, however looping is required through Developments either through the North or the East. See application Yes
Impacts/concerns	See Public Works Site Specific Conditions
Water	
- Distance to Water Services - Pressure Zone - Estimated Project Water ERU's - Water Quality - Project Consistent with Water Master Plan - Impacts/Concerns	Water main has partly been constructed, however looping is required through developments either through the North or the East. See application None Yes Please see Conditions

NON-PLAT CONDITIONS

PUBLIC WORKS DEPARTMENT

Site Specific Conditions of Approval

1. Project will require looping of the Water Main. This can either come from the east or a second connection to Lake Hazel Rd north of the road.
2. 12" main should run parallel to S Meridian Rd through the development to meet to and through requirements. The City will seek opportunities to provide stubs or at least easements to Meridian Road to allow properties west of Meridian Rd to develop.
3. 12" main also required along the 1/2 mile marker form Meridian Rd to the East.
4. Provide to-and-through Water and Sewer mains to the south and East where relevant.
5. 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. Utilities will need to be provided for review.
6. 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.
7. Ensure no sewer services pass through infiltration trenches.

8. 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.
5. No permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) to be built within the utility easement.

General Conditions of Approval

1. Applicant shall coordinate water and sewer main size and routing with the Public Works Department.
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). Sewer/water easement varies depending on sewer depth. Sewer 0-20 ft deep require a 30 ft easement, 20-25 ft a 40 ft easement, and 25-30 ft a 45 ft easement. Ensure no permanent structures (trees, bushes, buildings, carports, trash receptacle walls, fences, infiltration trenches, light poles, etc.) are built within the utility easement. 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.**
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 prior to receiving development plan approval.
5. 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. All improvements related to public life, safety and health shall be completed prior to occupancy of the structures.
10. 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.
11. 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.
12. Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
13. Developer shall coordinate mailbox locations with the Meridian Post Office.

14. 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.
15. 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.
16. 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.
17. 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.
18. 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 copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272.
19. 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.
20. 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. West Ada School District (WASD) or Other District/School

Exhibit A

West Ada School District

STUDENT GENERATION RATES

West Ada School District (WASD) uses a Student Generation Rate (SGR) to determine what impact future development will have on enrollments. **The applicant did not provide the number of either single family and/or multi family units proposed as part of their application.** Therefore, staff had to calculate a rough estimate of student generation rates based on the applicant's concept plan. The calculations for these estimates are as follows: 1) R-15 portion (Townhomes/Single Family): 58.52 acres X 15 units an acre = 878 single family units and 2) C-G Portion (Multi-Family): 11.4 acres X 15 units an acre = 171 units. In total, there could be **approximately** 458 school-aged children. The proposed project is within the following school boundaries, currently, and approval of the project may affect enrollments at these schools:

School Boundary Areas	23-24' Enrollment	Architectural Capacity	Program Capacity
Mary McPherson Elementary	484	675	550
Victory Middle	1056	1000	-
Mountain View High	2537	2175	-

Development Area Zone	SGR		Total Units				
	Single Family	Multi Family	Total Single Family	Total Multi Family	Estimated Students	Architectural Capacity	Program Capacity
Mary McPherson Elementary School	0.49	0.16	878	171	458	675	550

*This information is intended as a reference, rather than a decisive tool.

D. Ada County Highway District (ACHD)



Alexis Pickering, President
Miranda Gold, Vice-President
Jim Hansen, Commissioner
Kent Goldthorpe, Commissioner
Dave McKinney, Commissioner

Date: October 29, 2024

To: Amanda McNutt, via email

Staff Contact: KaraLeigh Troyer, Planner

Project Description: Apex Zenith

Trip Generation: Trip generation will be determined based on the traffic impact study.

Proposed Development Meets		Traffic Impact Study	
All ACHD Policies	*	Yes	X
Requires Revisions to meet ACHD Policies		No	
		If yes, is mitigation required	
Area Roadway Level of Service		ACHD Planned Improvements	
Do area roadways meet ACHD's LOS Planning Thresholds?		IFW/P	N/A
Yes	X	CIP	X
No			
Livable Street Performance Measures		Is Transit Available?	
Area roads will meet ACHD's LOS Planning Thresholds in the future with planned improvements?		Pedestrian	LTS 1
Yes		Cyclist	LTS 1
No			
		Is Transit Available?	
		Yes	
		No	X

Comments: *The tables above list the existing conditions of the surrounding roadways without the proposed development as this application is for annexation and rezone only. With a future development application, this summary will be updated to reflect the development and its impact.

connecting you to more

Ada County Highway District • 3775 Adams Street • Garden City, ID • 83714 • PH 208 387-6100 • FX 345-7650 • www.achdidaho.org

E. Idaho Transportation Department (ITD)



**Your Safety • Your Mobility
Your Economic Opportunity**

IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

December 9, 2024

Nick Napoli
Planner
33 E Broadway Ave, Suite 102
Meridian, Idaho 83642

VIA EMAIL

Re: Apex Zenith – ITD Updated Comments

Dear Nick,

The Idaho Transportation Department (ITD) is in the process of completing our review of the Apex Zenith Traffic Impact Study. Although we are still in the review process, ITD can provide additional comments regarding this development:

The applicant has three deeded accesses along the property frontage on SH-69. ITD will approve the following approaches and access types:

1. Aristocrat Drive - Fully signalized access
2. Spire St – Right-in/Right-out
3. Private Drive Aisle – Right-in/Right-out

ITD will continue coordinating with the applicant, City of Meridian, and ACHD throughout the TIS review process. If you have any questions, you may contact me at Kendra.conder@itd.idaho.gov or 208-334-8377.

Sincerely,

Kendra Conder

Kendra Conder
D3 Development Services Coordinator
Idaho Transportation Department

V.

FINDINGS

A. Annexation and/or 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;
The City Council finds the applicant's proposal to annex and rezone a total of 149.41 acres of land with the C-G and R-15 zoning is consistent with the Mixed Use Regional and Medium to High Density Residential FLUM designation for this property.

2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;
The City Council finds the proposed map amendment to C-G and R-15 and conceptual development plan generally complies with the purpose statement of the C-G and R-15 districts in that it will encourage commercial and residential uses that will integrate and interact with one another to provide an area where residents can live, work, and play. While deferring many of the necessary details for a mixed-use development is not the preferred route from the city, staff has provided a path forward for our Planning and Zoning Commission and City Council to decide whether deferring these details is appropriate.
3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;
The City Council finds the proposed map amendment should not be detrimental to the public health, safety and welfare as the proposed industrial use should be conducted entirely within a structure.
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
The City Council finds City services are available to be provided for this development but acknowledges West Ada School District is at or over capacity for many of the schools in the area. No residential is proposed with Phase one of the development so the impact on schools will not be seen until phase two is developed.
5. The annexation (as applicable) is in the best interest of city.
The Council finds the proposed annexation is in the best interest of the city.

VI.

ACTION

A. Staff:

Staff recommends approval of the proposed annexation and rezone with the requirement of a Development Agreement.

B. Commission:

The Meridian Planning & Zoning Commission heard these items on December 19th, 2024. At the public hearing, the Commission moved to recommend approval of the subject Annexation, Rezone and Development Agreement Modification requests.

1. Summary of Commission public hearing:
 - a. In favor: Jon Wardle
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: Amanda McNutt
 - e. Staff presenting application: Nick Napoli
 - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
 - a. None
3. Key issue(s) of discussion by Commission:
 - a. None
4. Commission change(s) to Staff recommendation:
 - a. The Commission recommended the following changes to two DA Provisions:

- H.2: “Install landscape buffers as shown in the exhibit F.”
 - I.1: “Include the following elements with phase 2: Plazas between commercial and residential include a main focal point, active and shared open space within the mixed-use designation and neighboring uses, a mix of three (3) different uses, and 8-foot parkways with on-street parking and traffic calming such as bulb-outs.”
5. Outstanding issue(s) for City Council:
- a. Consider the Commissions changes to staff’s DA provisions.

C. City Council:

The Meridian City Council heard these items on January 14th, 2025. At the public hearing, the Council moved to approve the subject Annexation, Rezone, and Development Agreement Modification requests.

1. Summary of the City Council public hearing:
 - a. In favor: Jon Wardle
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Nick Napoli
 - f. Other Staff commenting on application: Bill Parsons
2. Key issue(s) of public testimony:
 - a. Julie Edwards: Concerns with site design, a mix of stoplights and roundabouts on Lake Hazel Road, and the idea of right-in-onlys.
3. Key issue(s) of discussion by City Council:
 - a. Traffic along SH-69 and E. Lake Hazel Road, lack of comprehensive details within the development plan, the timing of the development and when to expect future applications, and access points to the site.
4. City Council change(s) to Commission recommendation:
 - a. None

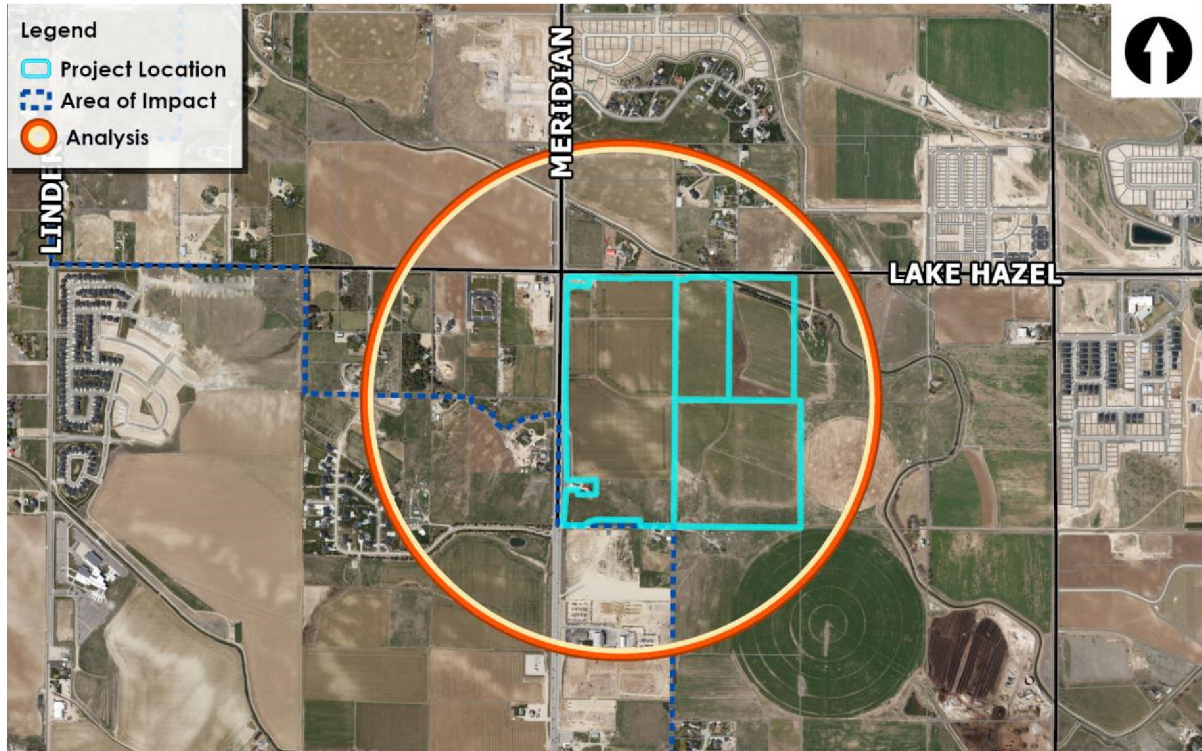
EXHIBITS

A. Project Area Maps

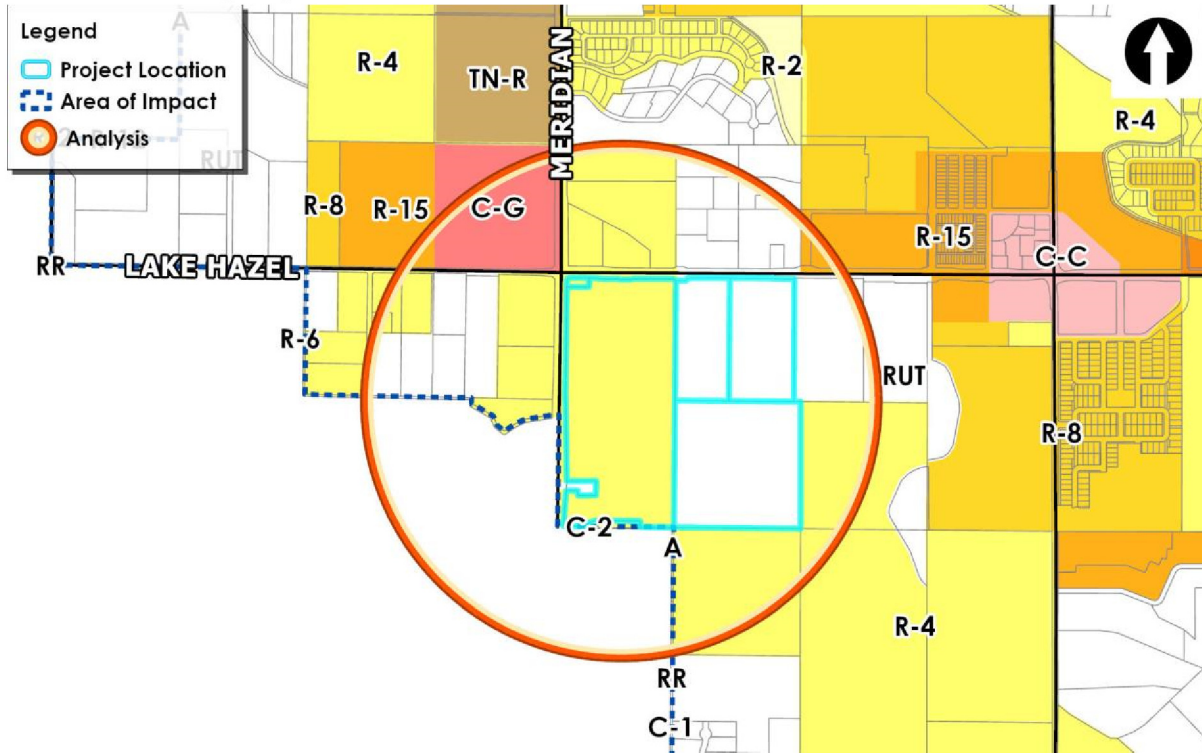
(link to [Project Overview](#))

1. Aerial

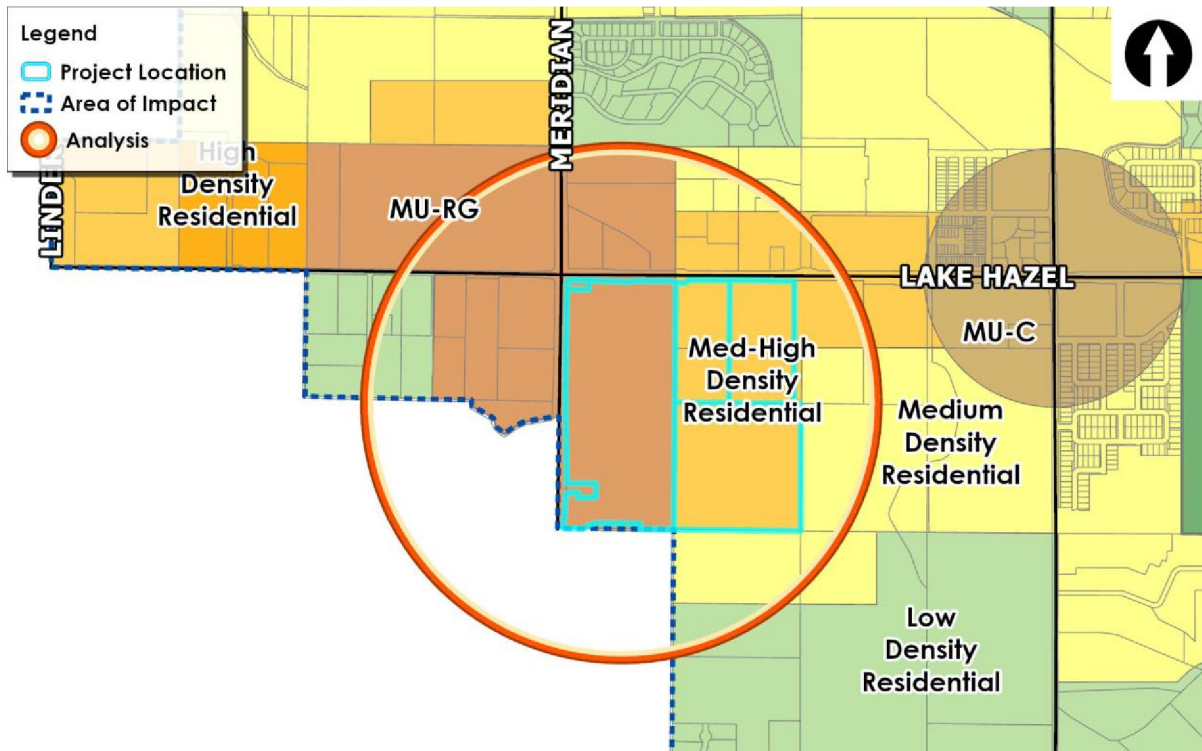
VII.



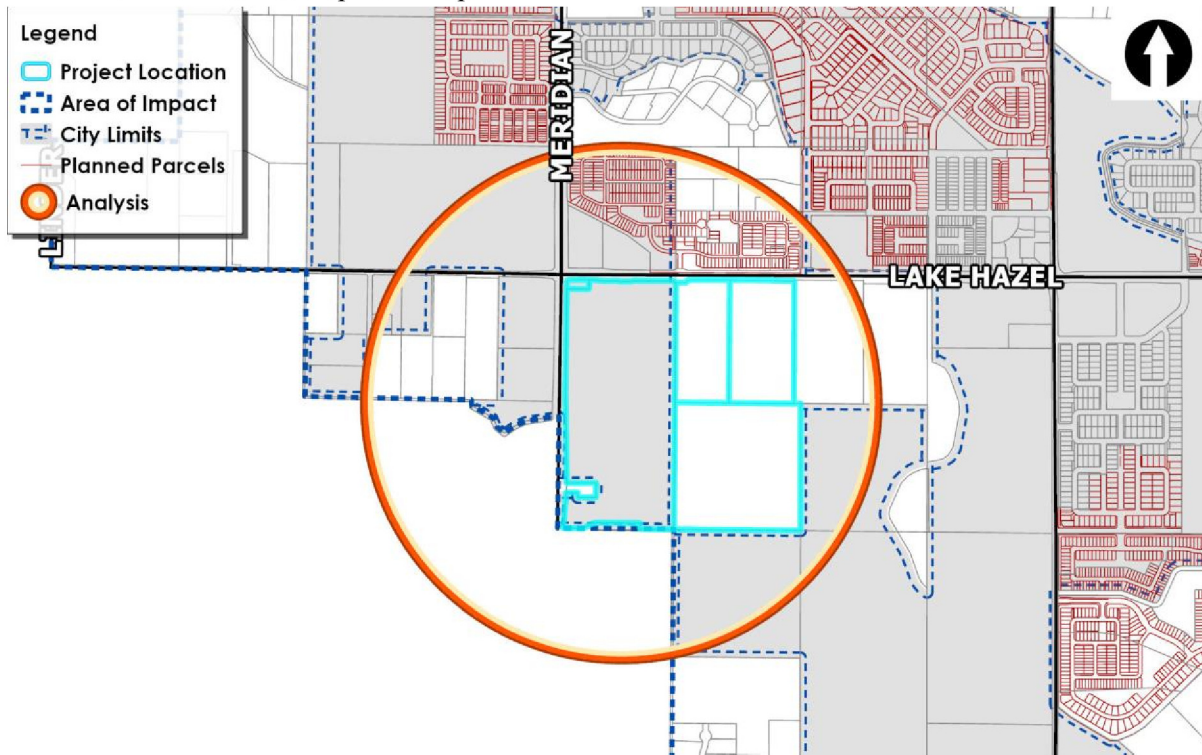
2. Zoning Map



3. Future Land Use



4. Planned Development Map



B. Subject Site Photos

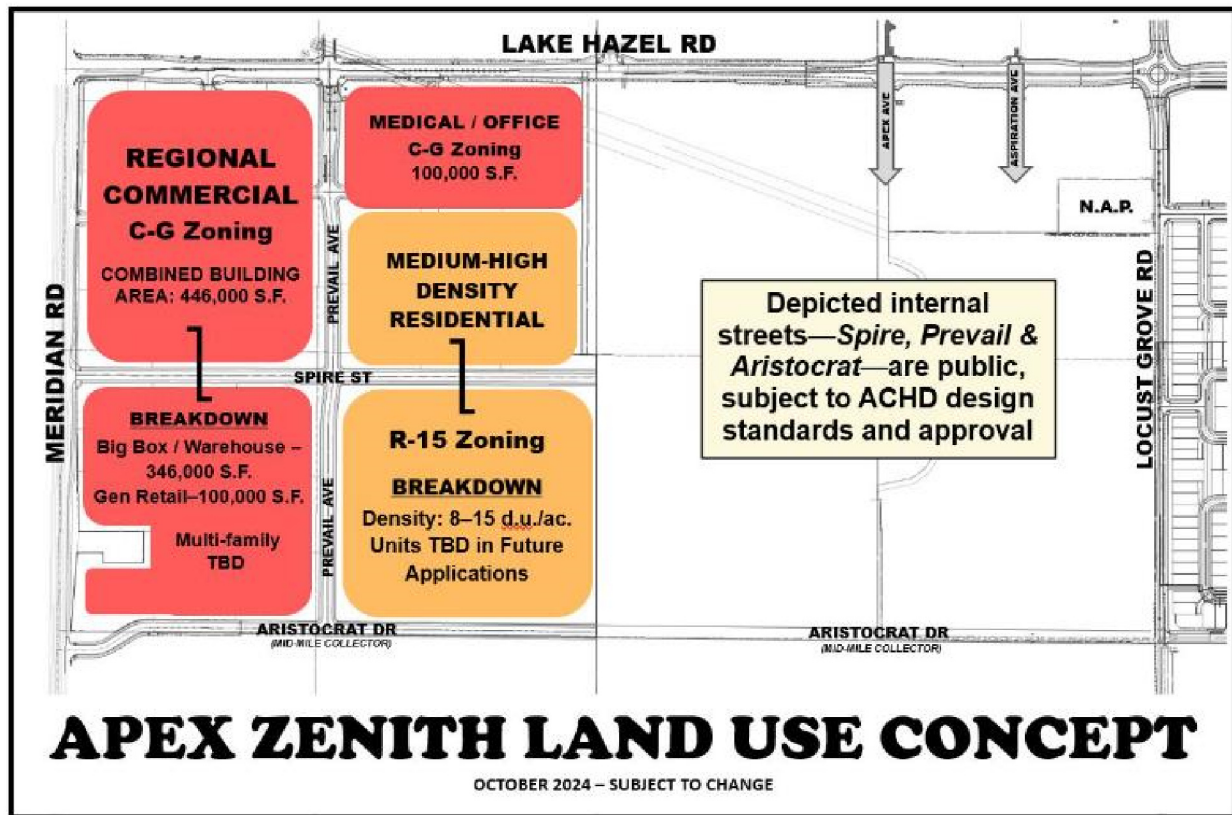


C. Service Accessibility Report

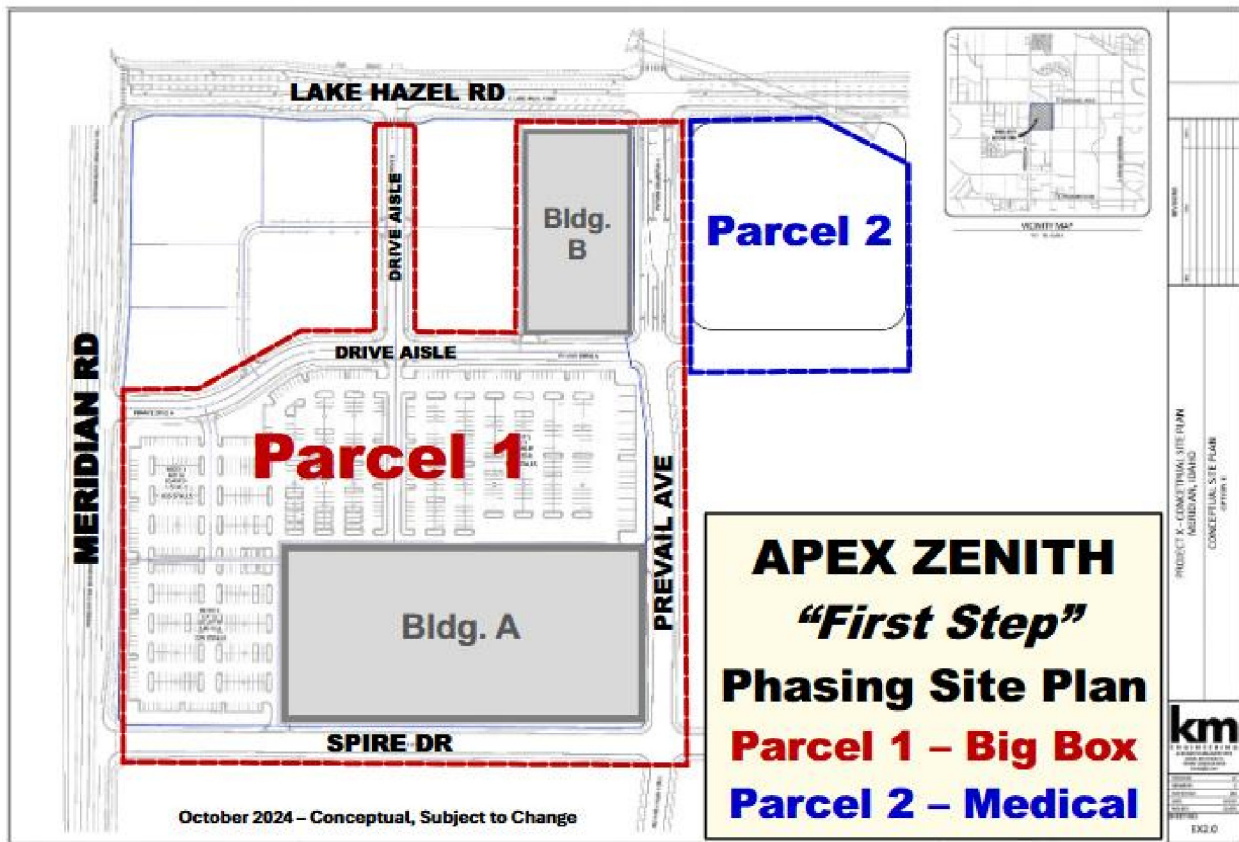
Overall Score: 18	7th Percentile
--------------------------	-----------------------

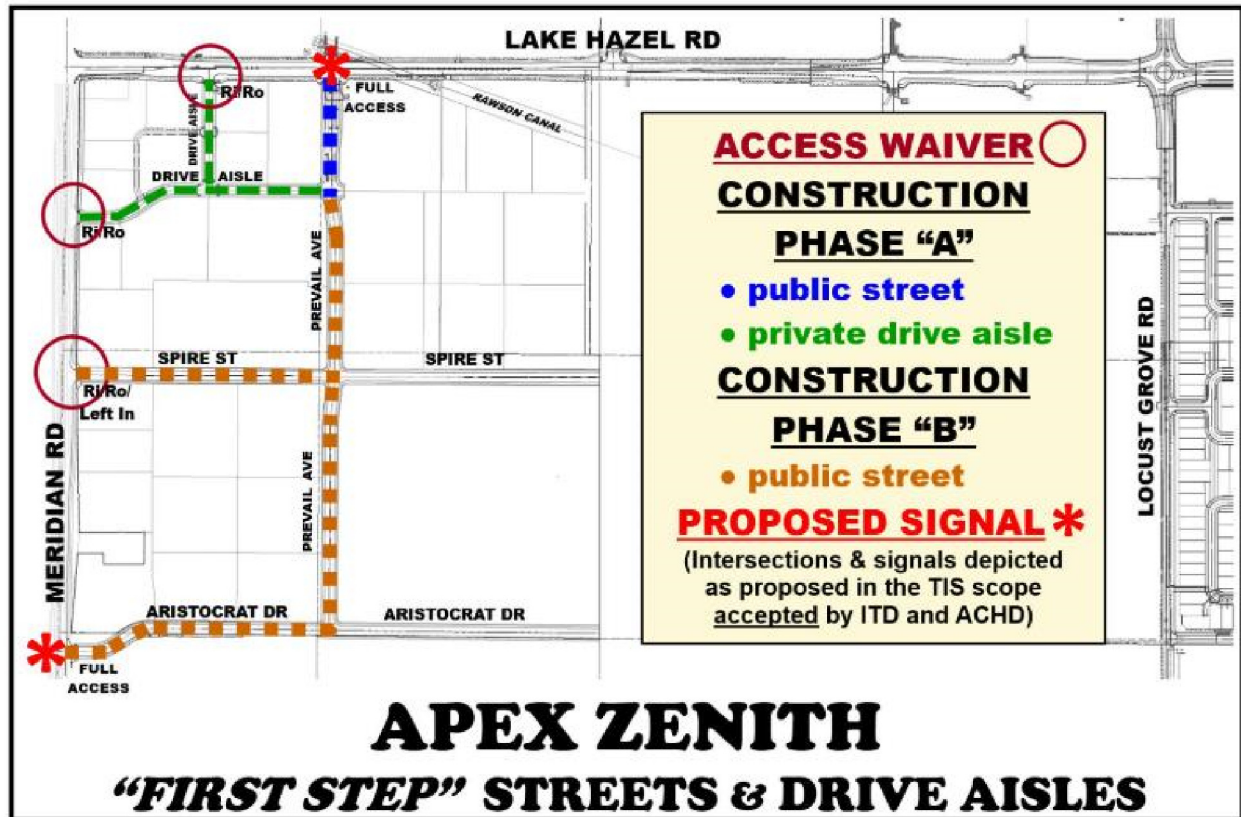
Criteria	Description	Indicator
Location	In City Limits	GREEN
Extension Sewer	Trunkshed mains 500-2,000 ft. from parcel	YELLOW
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time < 5 min.	GREEN
Emergency Services Police	Meets response time goals some of the time	YELLOW
Pathways	Within 1/4 mile of future pathways	YELLOW
Transit	Not within 1/4 of current or future transit route	RED
Arterial Road Buildout Status	Ultimate configuration (# of lanes in master streets plan) > existing (# of lanes) & road IS in 5 yr work plan	YELLOW
School Walking Proximity	Not within 1 mile walking	RED
School Drivability	Not within 2 miles driving of existing or future school	RED
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

D. Concept Plan (date: 10/8/2024)

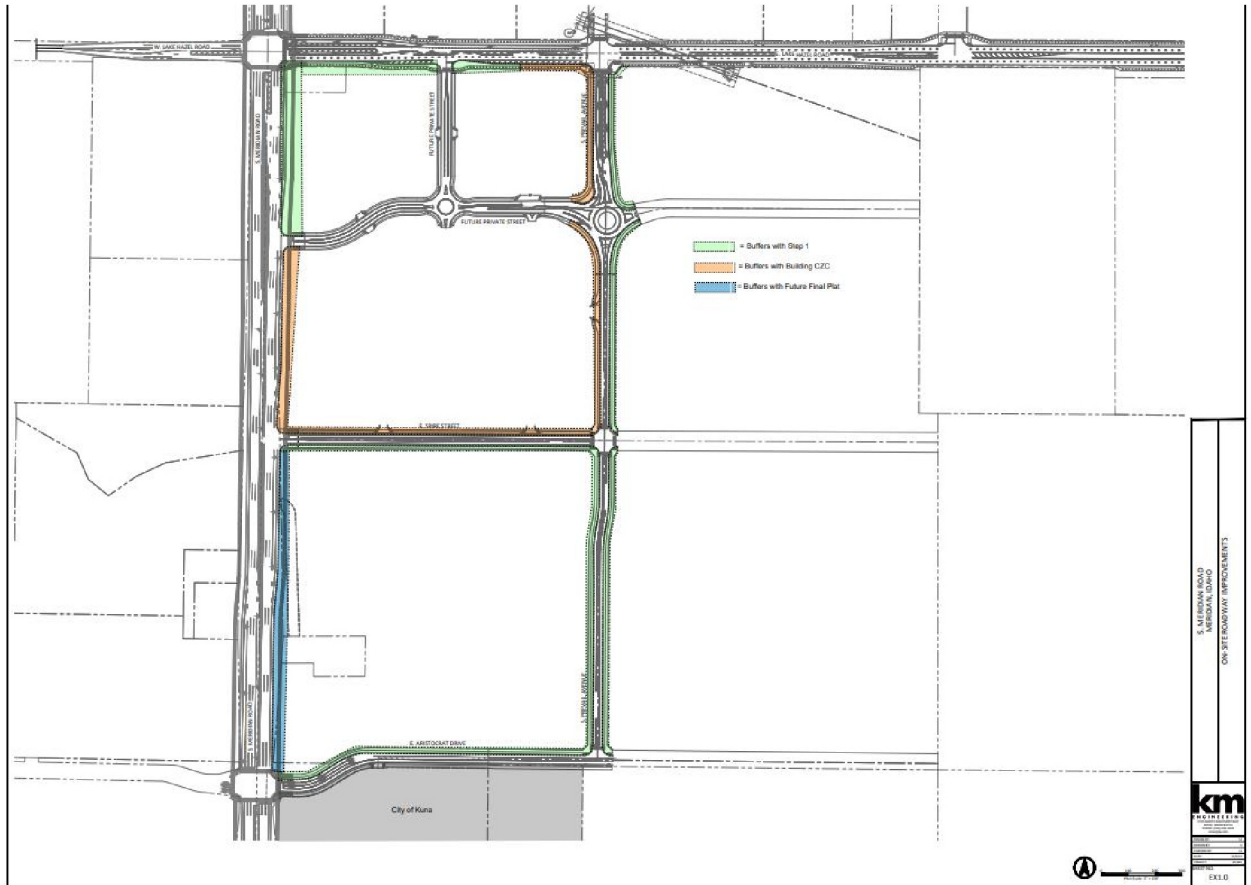


E. Phase 1 Plan (date: 4/4/2024)





F. Landscape Buffer Exhibit



G. Eagle and Fairview Exhibit



H. Annexation Legal Description & Exhibit Map for C-G Portion



September 24, 2024
Project No.: 22-075
Apex Zenith Subdivision

Exhibit A Legal Description for Annexation with C-G Zone

A parcel of land being a portion of the East 1/2 of the Northwest 1/4 of Section 6, Township 2 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the Northwest corner of said Section 6, which bears N89°42'12"W a distance of 2,490.51 feet from a 5/8-inch rebar marking the North 1/4 corner of said Section 6, thence following the northerly line of said Northwest 1/4, S89°42'12"E a distance of 1,189.98 feet to the **POINT OF BEGINNING**.

Thence following said northerly line, S89°42'12"E a distance of 1,234.21 feet;
Thence leaving said northerly line, S00°12'26"W a distance of 573.21 feet;
Thence N89°42'12"W a distance of 1,189.45 feet;
Thence S06°23'14"E a distance of 172.03 feet;
Thence 58.33 feet along the arc of a curve to the right, said curve having a radius of 500.00 feet, a delta angle of 06°41'02", a chord bearing of S03°02'43"E and a chord distance of 58.29 feet;
Thence S00°17'48"W a distance of 636.61 feet;
Thence 57.85 feet along the arc of a curve to the right, said curve having a radius of 500.00 feet, a delta angle of 06°37'46", a chord bearing of S03°36'40"W, and a chord distance of 57.82 feet;
Thence S06°55'33"W a distance of 115.33 feet;
Thence 57.85 feet along the arc of a curve to the left, said curve having a radius of 500.00 feet, a delta angle of 06°37'46", a chord bearing of S03°36'40"W, and a chord distance of 57.82 feet;
Thence S00°17'48"W a distance of 980.08 feet to the southerly line of said Northwest 1/4;
Thence following said southerly line, N89°22'50"W a distance of 56.03 feet to a brass cap marking the southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 6;
Thence leaving said southerly line and following the westerly line of said East 1/2 of the Northwest 1/4 of Section 6, N00°26'49"E a distance of 2,648.65 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 19.19 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.



5725 North Discovery Way • Boise, Idaho 83713 • 208.699.6939 • kmengllp.com

I. Annexation Legal Description & Exhibit Map for R-15 Portion



September 24, 2024
Project No.: 22-075
Apex Zenith Subdivision

Exhibit A Legal Description for Annexation with R-15 Zone

A parcel of land being a portion of the East 1/2 of the Northwest 1/4 of Section 6, Township 2 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

BEGINNING at a 5/8-inch rebar marking the Southeast corner of said Southeast 1/4 of the Northwest 1/4 (Center 1/4 corner), which bears S00°00'25"W a distance of 1,324.42 feet from a 5/8-inch rebar marking the Northeast corner of said Southeast 1/4 of the Northwest 1/4 (Southeast corner of Government Lot 3), thence following the southerly line of said Southeast 1/4 of the Northwest 1/4, N89°22'50"W a distance of 1,264.90 feet;
Thence leaving said southerly line, N00°17'48"E a distance of 980.08 feet;
Thence 57.85 feet along the arc of a curve to the right, said curve having a radius of 500.00 feet, a delta angle of 06°37'46", a chord bearing of N03°36'40"E, and a chord distance of 57.82 feet;
Thence N06°55'33"E a distance of 115.33 feet;
Thence 57.85 feet along the arc of a curve to the left, said curve having a radius of 500.00 feet, a delta angle of 06°37'46", a chord bearing of N03°36'40"E, and a chord distance of 57.82 feet;
Thence N00°17'48"E a distance of 636.61 feet;
Thence 58.33 feet along the arc of a curve to the left, said curve having a radius of 500.00 feet, a delta angle of 06°41'02", a chord bearing of N03°02'43"W and a chord distance of 58.29 feet;
Thence N06°23'14"W a distance of 172.03 feet;
Thence S89°42'12"E a distance of 1,189.45 feet;
Thence S00°12'26"W a distance of 758.18 feet to a 5/8-inch rebar on the southerly line of Government Lot 3;
Thence following said southerly line, S89°27'39"E a distance of 70.98 feet to a 5/8-inch rebar marking the southeast corner of said Government Lot 3;
Thence leaving said southerly line and following the easterly line of the Southeast 1/4 of the Northwest 1/4, S00°00'25"W a distance of 1,324.42 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 58.52 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.



5725 North Discovery Way • Boise, Idaho 83713 • 208.639.6939 • kmengtlp.com

J. Rezone Legal Description & Exhibit Map



September 24, 2024
Project No.: 22-075
Apex Zenith Subdivision

Exhibit A Legal Description for Rezone From R-4 to C-G

A parcel of land being a all of Government Lot 4 and a portion of Government Lot 5 of Section 6, Township 2 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

BEGINNING at an aluminum cap marking the Northwest corner of said Section 6, which bears N89°42'12"W a distance of 2,490.51 feet from a 5/8-inch rebar marking the Northeast corner of Government Lot 3 of said Section 6, thence following the northerly line of said Government Lot 4, S89°42'12"E a distance of 1,189.98 feet to the northeast corner of said Government Lot 4; Thence leaving said northerly line and following the easterly line of said Government Lot 4, S00°26'49"W a distance of 1,326.15 feet to the southeast corner of said Government Lot 4 (northeast corner of Government Lot 5); Thence leaving said easterly line of Government Lot 4 and following the easterly line of Government Lot 5, S00°26'49"W a distance of 1,322.51 feet to a brass cap marking the southeast corner of said Government Lot 5; Thence leaving said easterly line and following the southerly line of said Government Lot 5, N89°22'50"W a distance of 350.00 feet to a 5/8-inch rebar; Thence leaving said southerly line, N00°37'10"E a distance of 23.50 feet to the centerline of W. Aristocrat Dr.; Thence following said centerline the following two (2) courses:

1. N89°22'50"W a distance of 429.03 feet;
2. 93.01 feet along the arc of a curve to the left, said curve having a radius of 180.00 feet, a delta angle of 29°36'22", a chord bearing of S75°48'59"W, and a chord distance of 91.98 feet to the southerly line of said Government Lot 5;

Thence leaving said centerline and following said southerly line, N89°22'50"W a distance of 340.69 feet to an aluminum cap marking the West 1/4 corner of said Section 6; Thence leaving said southerly line and following the westerly line of said Government Lot 5, N00°51'06"E a distance of 369.97 feet; Thence leaving said westerly line, S89°08'54"E a distance of 84.12 feet to a 5/8-inch rebar on the easterly right-of-way of Meridian Rd./State Highway 69; Thence leaving said easterly right-of-way, N89°50'15"E a distance of 120.87 feet to a 1/2-inch rebar; Thence S00°51'06"W a distance of 50.00 feet to a 1/2-inch rebar; Thence N89°50'15"E a distance of 190.40 feet to a 1/2-inch rebar; Thence N00°51'06"E a distance of 150.00 feet to a 1/2-inch rebar; Thence S89°50'15"W a distance of 305.70 feet to a 5/8-inch rebar on said easterly right-of-way; Thence leaving said easterly right-of-way, N89°08'54"W a distance of 89.69 feet to the westerly line of said Government Lot 5; Thence following said westerly line, N00°51'06"E a distance of 850.91 feet to the northwest corner of said Government Lot 4 (southwest corner of Government Lot 4); Thence leaving said westerly line of Government Lot 5 and following the westerly line of said Government Lot 4, N00°51'06"E a distance of 1,320.98 feet to the **POINT OF BEGINNING**.

5725 North Discovery Way • Boise, Idaho 83713 • 208.639.6939 • kmengllp.com

