

SECOND ADDENDUM TO DEVELOPMENT AGREEMENT

- PARTIES:**
1. City of Meridian
 2. Tim Eck, Southridge Farms, LLC Owner/Developer

THIS SECOND ADDENDUM TO DEVELOPMENT AGREEMENT is dated this _____ day of _____, 2021, (“ADDENDUM”), by and between **City of Meridian**, a municipal corporation of the State of Idaho (“CITY”), whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 and **Tim Eck, Southridge Farms, LLC** (“OWNER/DEVELOPER”) whose address is 6152 W. Half Moon Lane, Eagle, ID 83616.

RECITALS

A. CITY and OWNER/DEVELOPER entered into that certain Development Agreement that was recorded on December 7, 2011 in the real property records of Ada County as Instrument No. 111099621 (“DEVELOPMENT AGREEMENT”) and the Addendum to Development that was recorded on December 9, 2015 in the real property records of Ada County as Instrument No. 2015-112096 (“ADDENDUM TO DEVELOPMENT AGREEMENT”).

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

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

1. OWNER/DEVELOPER shall be bound by the terms of the Development Agreement and the Addendum to Development Agreement, except as specifically amended as follows:

5. CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:

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

1. Development of the site shall substantially comply with the conceptual site plan included in Exhibit A (as attached), the design standards listed in UDC 11-3A-19 and the guidelines contained in the City of Meridian Design Manual or any updated version thereof in effect at the time of development.

2. All future development shall comply with the dimensional standards for the R-15 zoning district contained in UDC Table 11-2A-7 and the TN-R zoning district contained in UDC Table 11-2D-6 as applicable.
 3. The developer shall comply with all ACHD conditions of approval associated with development of this site.
 4. An easement recorded on 10/02/09 as instrument #109112713 grants cross-access to Parcel No. S1223120727 – the 4.8 acre parcel to the east of the subject property.
 5. The 30-foot wide road right-of-way easement known as Old Thorn Lane that runs through this site and provides access to the Rice property (parcel #S1223131250) shall be protected and preserved throughout the construction process and after; or, an alternative access route shall be provided with the appropriate instrument.
 6. The road right-of-way easement for Old Thorn Lane shall be vacated at such time as the easement has either been relocated or is no longer needed.
2. That Owner/Developer agrees to abide by all ordinances of the City of Meridian and the Property shall be subject to de-annexation if the Owner/Developer, or their assigns, heirs, or successor shall not meet the conditions of this Second Addendum, and the Ordinances of the City of Meridian as herein provided.
3. This Second Addendum shall be binding upon and insure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Second Addendum shall be binding on the Owner/Developer of the Property, each subsequent owner and any other person(s) acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereon and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner/Developer, to execute appropriate and recordable evidence of termination of this Addendum if City, in its sole and reasonable discretion, had determined that Owner/Developer have fully performed its obligations under this Second Addendum.
4. If any provision of this Second Addendum is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Addendum and the invalidity thereof shall not affect any of the other provisions contained herein.
5. This Second Addendum sets forth all promises, inducements, agreements, condition, and understandings between Owner/Developer and City relative to the subject matter herein, and there are no promises, agreements, conditions or under-standing, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Addendum shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

- a. Except as herein provided, no condition governing the uses and/or conditions governing development of the subject Property herein provided for can be modified or amended within the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.
6. This Second Addendum shall be effective as of the date herein above written.
7. Except as amended by the Addendums, all terms of the previous Agreements shall remain in full force and effect.

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:
SOUTHRIDGE FARM, LLC

By: 
Tim Eck

CITY OF MERIDIAN

Attest:

Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this 20th day of January, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Tim Eck** known or identified to me to be the Manager of **Southridge Farms LLC**, the person who executed the instrument on behalf of said Idaho company.

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



Adrienne Blackstock
Notary Public for Idaho
Residing at: Meridian, Idaho
My commission expires: 12-30-2022

STATE OF IDAHO)
 : ss
County of Ada)

On this _____ day of _____, 2021, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

Notary Public for Idaho
Residing at: _____
Commission expires: _____