

DEVELOPMENT AGREEMENT

- PARTIES:**
1. **City of Meridian**
 2. **KB Homes, Owner/Developer**
 3. **Bambam Opportunity Development 1 LP, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2026, 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 **KB Home Idaho LLC**, whose address is 2487 W. Navigator Drive, Suite 120, Meridian, Idaho, 83642; and **Bambam Opportunity Development 1 LP**, whose address is 1871 W. Canyon View Drive, Saint George, Utah 84770, hereinafter collectively called OWNER/DEVELOPER.

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain land in the County of Ada, State of Idaho, described in Exhibit "A," which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the "**Property**"; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject 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 upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner has submitted, or authorized the submission of, an application for annexation and zoning of 17.27 acres of land with a request for the R-8 (Medium-Density Residential) (14.39 acres), R-15 (Medium High-Density Residential) (1.43 acres), and C-N (Neighborhood Business District) (1.69 acres) zoning districts on the Property as shown in Exhibit "A" under the UDC, which, together with this Agreement, generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer and/or its representatives made representations at the public hearings before Planning and Zoning Commission and 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 the requested rezoning held before Planning and Zoning Commission and the Meridian 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 21st day of April, 2026, the Meridian City Council approved certain Findings of Fact, and Conclusions of Law and Decision & Order (“Findings”), which have been incorporated into this Agreement and attached as Exhibit “B”; and
- 1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the Meridian City Council takes final action to annex the Property into the City of Meridian; and
- 1.9 **WHEREAS**, Owner/Developer deem 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
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring 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 designation is 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 **KB Home Idaho LLC**, whose address is 2487 W. Navigator Drive, Suite 120, Meridian, Idaho, 83642; and **Bambam Opportunity Development 1 LP**, whose address is 1871 W. Canyon View Drive, Saint George, Utah 84770, hereinafter collectively called **OWNER/DEVELOPER**, the party that owns and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.
- 3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property to be bound by this Agreement and located in the County of Ada, City of Meridian,

legally described in Exhibit "A" describing a parcel to bound by this Development Agreement and 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, as amended.
- 4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

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

- 5.1. Owner/Developer shall develop or cause the Property to be developed in accordance with the following special conditions:
 - a. Future development of the Property shall be generally consistent with the preliminary plat, phasing plan, landscape plan, open space and site amenity exhibit, and conceptual building elevations included in Section VII of the Staff Report attached to the Findings attached hereto as Exhibit "B," the conditions contained herein and the standards in the UDC.
 - b. The Property shall be subdivided prior to submittal of any building permit applications for the phase of development in which they are located.
 - c. The pathway through the common area in the residential portion of the Mixed Use – Neighborhood (MU-N) designated portion of the Property shall extend into the non-residential portion of the Property and provide a pedestrian connection to each of the main building entrances to promote pedestrian mobility within the mixed-use development in accordance with the Comprehensive Plan.
 - d. Tree-lined streets with detached sidewalks shall be provided in the MU-N designated portion of the development in accordance with the Comprehensive Plan for MU-N designated areas.
 - e. Administrative design review shall be required for the commercial structure in accord with the non-residential design standards in the Architectural Standards Manual. The non-residential building shall transition to and compliment adjacent residential buildings in mass and form in accord with the Comprehensive Plan. *Single-family detached structures are exempt from design standards.*
 - f. A minimum 17-foot rear building setback shall be provided for lots along the west property line abutting lots in Woodbridge Subdivision with the allowance of a 12-foot rear setback for patio covers.

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/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 UDC.
- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's breach 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 action 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 section 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 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, and Owner shall have all rights and remedies available at law or in equity.
- 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 approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the rezoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

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 agree to provide, if required by the City.

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued in any phase in which 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 agree to abide by all ordinances of the City of Meridian.

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 Avenue
Meridian, Idaho 83642

OWNER/DEVELOPER:
KB Home Idaho LLC
2487 W. Navigator Dr., Ste. 120
Meridian, ID 83642

OWNER/DEVELOPER:
Bambam Opportunity Development 1 LP
1871 W. Canyon View Dr.
St. George, UT 84770

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 runs with the property and shall be binding on the Owner/Developer, each subsequent owner of the Property, 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 and/or Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, determines Owner and/or 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 reasonably in giving any consent, approval, or taking any other action under this Agreement.

20. **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.

21. **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.

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 rezoning of the subject Property herein provided for can be modified or amended without the approval of the Meridian City Council after a 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 become effective upon execution by 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:
KB Home Idaho LLC


By: Jim Carraway
Its: Division President

State of Idaho)
County of Ada : ss:)

On this 31st day of August, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Jim Carraway, known or identified to me to be the Division President of **KB Home Idaho LLC** and the person who signed above and acknowledged to me that they executed the same.

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



Notary Public
My Commission Expires: 7/15/31

OWNER/DEVELOPER:
Bambam Opportunity Development 1 LP

Ben Moore

By (printed name): Ben Moore

Its (title): Authorized Agent

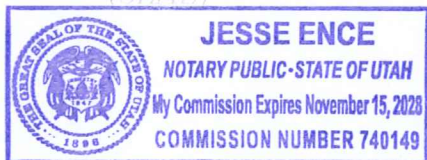
State of UTAH)

: ss:

County of WASHINGTON)

On this 27 day of AUGUST, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared BEN MOORE, known or identified to me to be the AUTHORIZED AGENT of **Bambam Opportunity Development 1 LP** and the person who signed above and acknowledged to me that they executed the same.

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



Jesse Ence

Notary Public

My Commission Expires: 11/15/28

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

State of Idaho)

: ss

County of Ada)

On this _____ day of _____, 2026, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

(SEAL)

Notary Public for Idaho
My Commission Expires: _____



October 10, 2024

Latitude Forty Three
Annexation Description

Lots 7, 21 and 22 of the Amended Magic View Subdivision, filed in Book 52 of Plats at Pages 4445-4446, Ada County Records, being located in the East Half of Section 17, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Center Quarter of Section 17, Township 3 North, Range 1 East, Boise Meridian, from which the North Quarter Corner of said Section 17 bears North 00°23'48" East, 2,657.09 feet; said Commencing Point being the Southwest Corner of said Lot 22;

Thence along the Lot Lines of said Lots 7, 21 and 22 the following nine (9) courses and distances:

1. North 00°23'48" East, a distance of 901.42 feet;
2. South 80°09'03" East, a distance of 409.00 feet;
3. North 09°50'57" East, a distance of 25.00 feet;
4. South 80°09'03" East, a distance of 312.19 feet;
5. South 16°49'09" West, a distance of 802.30 feet;
6. South 09°36'26" East, a distance of 824.91 feet;
7. North 89°15'33" West, a distance of 373.45 feet;
8. North 00°01'21" West, a distance of 773.67 feet;
9. North 89°57'50" West, a distance of 252.88 feet to the POINT OF BEGINNING of this description.

Containing 752,265 square feet or 17.27 acres of land.



LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°23'48"E	901.42'
L2	S80°09'03"E	409.00'
L3	N09°50'57"E	25.00'
L4	S80°09'03"E	312.19'
L5	S16°49'09"W	802.30'
L6	S09°36'26"E	824.91'
L7	N89°15'33"W	373.45'
L8	N00°01'21"W	773.67'
L9	N89°57'50"W	252.88'

EXHIBIT B

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



In the Matter of the Request for Annexation of 17.27-Acres of Land with R-8 (13.78-acres), R-15 (2.42-acres) and C-N (1.07-acres) Zoning; and Preliminary Plat to Re-Subdivide Lots 7, 21 and 22, Magic View Subdivision Amended into 79 Residential Lots, 1 Commercial Lot and 11 Common/Other Lots on 15.97-Acres of Land in the R-8, R-15 and C-N Zoning Districts for Latitude Forty Three Subdivision, by Rodney Evans + Partners, LLC.

Case No(s). H-2024-0059

For the City Council Hearing Date of: April 7, 2026 (Findings on April 21, 2026)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of April 7, 2026, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of April 7, 2026, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of April 7, 2026, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of April 7, 2026, 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 April 7, 2026, 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 *amended* request for annexation (14.39 acres R-8 zoning; 1.43 acres R-15 zoning; and 1.69 acres C-N zoning) and preliminary plat (69 residential building lots, 1 commercial building lot and 11 common/other lots on 17.50 acres) is hereby approved with the requirement of a development agreement per the provisions in the Staff Report for the hearing date of April 7, 2026, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Preliminary Plat Duration

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

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

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

Notice of 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 April 7, 2026

By action of the City Council at its regular meeting held on the 21st day of April, 2026.

COUNCIL PRESIDENT JOHN OVERTON

VOTED AYE

COUNCIL VICE PRESIDENT ANNE LITTLE ROBERTS

VOTED AYE

COUNCIL MEMBER DOUG TAYLOR

VOTED AYE

COUNCIL MEMBER LUKE CAVENER

VOTED AYE

COUNCIL MEMBER LIZ STRADER

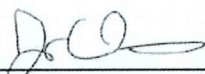
VOTED AYE

COUNCIL MEMBER BRIAN WHITLOCK

VOTED AYE

MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____



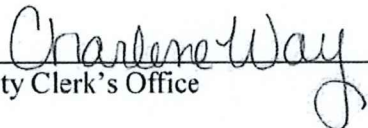
John Overton, Council President 4-21-2026

Attest:

Chris Johnson 4-21-2026
City Clerk

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

By:  _____ Dated: 4-21-2026
City Clerk's Office

COMMUNITY DEVELOPMENT
DEPARTMENT REPORT



HEARING DATE: 4/7/26
Continued from: 5/6/25, 8/12/25,
9/16/25, 1/13/26, 2/24/26

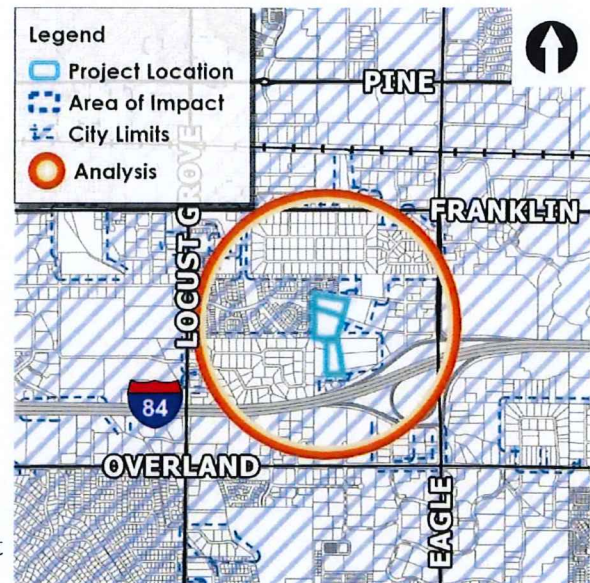
TO: Mayor & City Council

FROM: Sonya Allen, Associate Planner
208-884-5533
sallen@meridiancity.org

APPLICANT: Rodney Evans + Partners, LLC

SUBJECT: H-2024-0059
Latitude Forty Three Subdivision – AZ,
PP

LOCATION: 675, 715 and 955 S. Wells St., in the east
1/2 of Section 17, T.3N., R.1E.



I. PROJECT OVERVIEW

A. Summary

Annexation of 17.27-acres of land with R-8 (~~13.78~~ 14.39-acres), R-15 (~~2.42~~ 1.43-acres) and C-N (~~1.07~~ 1.69-acres) zoning; and Preliminary Plat to re-subdivide Lots 7, 21 and 22, Magic View Subdivision Amended into ~~79~~ 69 residential lots, 1 commercial lot and ~~11~~ 9 common/other lots on ~~15.97~~ 17.50-acres of land in the R-8, R-15 and C-N zoning districts.

Note: Since the original submittal, the plat was revised to include all public streets – private streets are no longer proposed; and the number of building lots were reduced from 81 residential lots, 1 commercial lot and 12 common/other lots to ~~79~~ 69 residential lots, 1 commercial lot and ~~11~~ 9 common lots.

The latest plan revisions on 3/31/26 include a future east/west collector street through the site between the Fivemile Creek and Wells Circle; updated conceptual building elevations for Phase 1 (north of the creek); an updated open space & amenity exhibit; and updated annexation legal descriptions, per the updated exhibits in Section VII below.

B. Issues/Waivers

Per UDC 11-3A-6C.1, fencing along all natural waterways (i.e. Fivemile Creek) shall not prevent access to the waterway. In limited circumstances and in the interest of public safety, larger open water systems may require fencing as determined by the City Council, Director and/or Public Works Director.

The Fivemile Creek bisects this site. A cross-section and photo of the creek is included below in Section VII.I, which depicts the approximate existing and finished grade on both sides of the creek, the slope and a 4' tall retaining wall on the south side of the creek. The slope on the north side is approximately 3:1, which meets the accessibility and maintenance standards for stormwater facilities in UDC 11-3B-11C.6 of a 3:1 slope or less – Staff recommends the north side remain open and not be fenced. The slope on the south side is approximately a 4:1 slope, which exceeds acceptable accessibility and maintenance standards – Staff recommends the south side is fenced with a 6' tall wrought iron fence for public safety in accord with UDC 11-3A-6C.3, unless

the slope can be modified to 3:1 or less, in which case the creek should be accessible and not fenced. Council should consider Staff's recommendation and determine if it is appropriate.

C. Recommendation

Staff: Approval with the provisions included below in Section IV.

D. Decision

Council: Pending

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Vacant/undeveloped land	-
Proposed Land Use(s)	Single-family residential detached dwellings	-
Existing Zoning	RUT in Ada County	VII.A.2
Proposed Zoning	R-8 (Medium Density Residential) (13.78-14.39-acres), R-15 (Medium High-Density Residential) (2.42-1.43-acres) and C-N (Neighborhood Business) (1.07-1.69-acres)	
Existing Future Land Use Map Designation	Medium Density Residential (MDR) & Mixed-Use Neighborhood (MU-N)	VII.A.3

Table 2: Process Facts

Description	Details
Preapplication Meeting date	8/20/2024 PREAPP-2024-0128
Neighborhood Meeting	10/7/2024

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		
• Comments Received	Yes	
• Commission Action Required	No	
• Access	Access is proposed via E. Gentry Ln. and E. Wells Cir., local public streets; an emergency access only is proposed via E. Magic View Dr. through a common lot/driveway at the north end of the development. Public streets are proposed internally.	
• Traffic Level of Service	Meets ACHD's planning thresholds	
Traffic Impact Study (Y/N)	No (not required by ACHD)	
ITD Comments Received	Yes – ITD requests a Traffic Impact Analysis (TIA) be provided as the development size and proximity to SH-55 will impact the State Highway system. <u>A TIA was submitted and is being reviewed by ITD.</u>	
Meridian Fire	No comments received	
Meridian Police	No comments received	
Meridian Public Works Wastewater	Sewer is available from Wells St.; located in the Five Mile sewer shed (see conditions)	
Meridian Public Works Water	Water is available at site; each phase will need to be modeled to verify minimum fire flow pressure is maintained (see conditions).	

See City/Agency Comments and Conditions Section for all department/agency and the [public record](#) for comments received on this application.

III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

Comprehensive Plan:

Thirteen (13) acres of the subject property is designated on the Future Land Use Map (FLUM) in the Comprehensive Plan as Medium Density Residential (MDR) and the remaining 4.4-acres is designated Mixed Use – Neighborhood (MU-N).

The MDR designation allows for dwelling units at gross densities of three (3) to eight (8) dwelling units per acre.

The purpose of the MU-N designation is to allocate areas where neighborhood-serving uses and dwellings are seamlessly integrated into the urban fabric. The intent is to avoid predominantly single-use developments by incorporating a variety of uses. Land uses in these areas should be primarily residential, comprising between 30% and 60% of the development area with gross densities ranging from six (6) to 12 units per acre (of the residential area), with supporting non-residential services. Multiple residential product types are desired within a single-mixed use area (see pp. 3-20 & 3-21 in the Comprehensive Plan for more info). Non-residential uses in these areas tend to be smaller scale and provide goods or services that people typically do not travel far for and need regularly. Employment opportunities for those living in the neighborhood are encouraged. Connectivity and access between the non-residential and residential land uses is critical in these areas. Tree-lined streets are also encouraged to be designed according to the conceptual MU-N plan depicted in Figure 3D in the Comprehensive Plan (see pp. 3-20 through 3-21 for more information on mixed use land uses and specifically MU-N uses in the Comprehensive Plan).

A total of ~~79~~ 69 single-family residential detached homes on the property – 59 in MDR and 20 in MU-N – at an overall gross density of 4.85 dwelling units/acre in the residential areas of both designations. A gross density of 4.50 dwelling units/acre is proposed on the 13-acre MDR designated portion of the site and a gross density of 6.06 dwelling units/acre is proposed on the 3-acre residential portion of the MU-N designated area of the site, which is consistent with the density desired in the Comprehensive Plan for both designations.

Residential uses are proposed over 75% of the MU-N designated portion of the site with narrow 30-foot wide building lots with an average lot size of 2,791 square feet. A commercial pad is proposed on the remaining 25% of the MU-N designated area. Only one housing type (i.e. single-family detached) is proposed in the MU-N area, which Staff supports due to the small size of the site. A street pattern grid is proposed with blocks below 600-feet in length as desired. **Staff recommends tree-lined streets are provided along local streets within the MU-N designated area in accord with the Comprehensive Plan.** Although the percentage of proposed residential uses is 15% higher than desired in the MU-N area, Staff feels it's appropriate for the site as Staff envisions the area to the east of Wells St. and along Magic View Dr. developing with a higher percentage of commercial uses, which should average out.

Office uses exist to the south across E. Wells Cir. and an assisted living facility exists northeast of the site in the MU-N designated area. As only a small portion of the MU-N designated area has developed, Staff anticipates more of a variety of uses being provided in this area in the future when the remainder of the larger MU-N area develops or redevelops.

Annexation & Zoning:

Annexation of 17.27-acres of land is requested with R-8 (~~13.78~~ 14.39-acres), R-15 (~~2.42~~ 1.43-acres) and C-N (~~1.07~~ 1.69-acres) zoning districts per the legal descriptions and exhibit maps included below in Section VII.C.

The area proposed to be zoned R-8 is mostly located in the MDR designation with a small portion where the creek is located in the MU-N designation; the area proposed to be zoned R-15 and C-N is located entirely within the MU-N designation.

Preliminary Plat:

A Preliminary Plat is proposed to re-subdivide Lots 7, 21 and 22, Magic View Subdivision Amended into ~~79~~ 69 residential lots, 1 commercial lot and ~~11~~ 9 common/other lots on ~~15.97~~ 17.50-acres of land in the R-8, R-15 and C-N zoning districts. The plat is proposed to develop in two (2) phases as shown on the preliminary plat in Section VII.D.

The minimum lot size proposed in the R-8 district is 4,646 square feet (s.f.) with an average lot size of 5,629 s.f.; the minimum lot size in the R-15 district is 2,730 s.f. with an average lot size of 2,791 s.f. The C-N zoned lot is 29,634 s.f.

The proposed plat layout provides a good transition in lot sizes/widths to Snorting Bull Subdivision No. 2 (aka Woodbridge) to the west with some lots only being slightly off-set; **Staff recommends the Applicant consider revising the plat so that lot lines entirely align with adjacent lot lines as requested by abutting property owners.**

The proposed development is consistent with Comprehensive Plan Goal #3.07.01A which states, “Require all new development to create a site design compatible with surrounding uses through buffering, screening, transitional densities, and other best site design practices.”

Table 4: Project Overview

Description	Details
History	This property was included in Magic View Subdivision Amended plat as Lots 7, 21 and 22. <i>An annexation request was previously approved for this property in 2019, but the development agreement wasn't signed and consequently the property wasn't annexed (H-2019-0127 Andorra Senior Living). Another annexation request, which included a preliminary plat and a conditional use permit for an assisted living facility, was denied by Council in 2021 as it was deemed to not be in the best interest of the City [Wells Street Assisted Living/Andorra (H-2021-0024)].</i>
Phasing Plan	2 phases
Physical Features	The Five Mile Creek crosses the southern portion of this property.
Acreage	15.97 <u>17.50</u> -acres
Lots	79 <u>69</u> single-family residential building lots, 1 commercial lot and 11 <u>9</u> common/other lots

B. Site Development and Use Analysis

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

There are no existing structures on this site, all previous structures have been removed. There are existing trees on the site that may require mitigation in accord with the standards listed in UDC 11-3B-10C.5; the landscape plan should be revised to include mitigation information, as applicable.

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

Single-family residential detached dwellings are listed as principal permitted uses in the R-8 and R-15 zoning districts, per UDC Table 11-2A-2. An end-user has not yet been identified for the C-N zoned lot; allowed uses are listed in UDC Table 11-2B-3 for the C-N zoning district.

3. Dimensional Standards (UDC 11-2):

See UDC Tables 11-2A-6 and 11-2A-7 for dimensional standards of the R-8 and R-15 zoning districts, and UDC Table 11-2B-3 for dimensional standards of the C-N zoning district.

C. Design Standards Analysis

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

Compliance with the structure and site design standards in UDC 11-3A-19 is required for the non-residential portion of the development. **The pathway proposed through the common area in the residential area on the southern portion of the site should extend into the non-residential portion of the site and provide a pedestrian connection to the building entrance to promote pedestrian mobility within the mixed use development.**

The proposed commercial structure is required to comply with the non-residential design standards listed in the Architectural Standards Manual (ASM); the proposed single-family detached structures are exempt from design standards.

In accord with the Comprehensive Plan, non-residential buildings should transition to and compliment adjacent residential buildings in mass and form; and transitions between different land uses should include highly connected open space.

2. Qualified Open Space & Amenities (*Comp Plan, UDC 11-4-3-27*):

The proposed development is consistent with the following Comprehensive Plan policies and goals:

- *Plan for safe, attractive, and well-maintained neighborhoods that have ample open space, and generous amenities that provide varied lifestyle choices (policy #2.02.00); and*
- *Open space should be prioritized along natural or naturalized amenities (i.e. creeks and canals), integrated with pathways and pedestrian corridors, and located away from site features that may obscure visibility and attract dangerous or illegal behavior. (pg. 3-18)*

Compliance with the open space and site amenity standards listed in UDC [11-3G-3](#) and [11-3G-4](#) is required.

A minimum of 15% (or 2.28-acres) qualified open space is required to be provided within the development based on 15.18-acres of land in the residential area. Open space is required to comply with the quality standards listed in UDC 11-3G-3A.2 and the qualified open space standards listed in UDC 11-3G-3B.

The Applicant proposes a total of ~~2.47~~ 2.51-acres (or 16.5%) qualified open space consisting of active and passive areas that include open grassy areas exceeding 5,000 square feet in area with a natural waterway (i.e. the Fivemile Creek) and linear open space as shown on the open space exhibit in Section VII.I.

Amenities totaling a minimum of three (3) points are required to be provided based on 15.18-acres of residential development area. Site amenities totaling ~~+2~~ 6.5 points (pts.) are proposed from the Quality of Life, Multi-Modal and Recreation Activity categories as shown on the exhibit in Section VII.I as follows:

- Quality of Life: (2) picnic areas on a site 5,000 s.f. or greater in size (~~2~~ 4 points total); and a dog waste station (0.5 point).

Per UDC 11-3G-4C.5, a picnic area is required to include tables, benches, landscaping, and a structure for shade.

Per UDC 11-3G-4C.10, a dog waste station is an installed in the ground fixture with waste disposal bags and trash receptacle.

- Recreation Activity Area: tot lot (1 point), ~~two (2) paved pickleball sports courts (totaling 8 points)~~, and approximately ~~700-950~~-feet of 10-foot wide multi-use pathway [under ¼ mile (1,320 ft.) = 0 points].

Per UDC 11-3G-4D.3, the tot lot is required to have commercial grade play equipment scaled and designed for the use and safety of younger children; benches for seating shall be provided nearby.

~~Per UDC 11-3G-4D.5, sports courts are required to have markings and include benches for seating.~~

- Multi-Modal: bicycle repair station (1 point)

The bicycle repair station is required to be a fixed installation with tools and an air pump per UDC 11-3G-4F.2.

- i. The proposed common open space and site amenities meet and exceed UDC standards for such.
- ii. Landscaping is required to be provided in common open space areas in accord with the standards listed in UDC 11-3G-5B and maintained in accord with the standards listed in UDC 11-3G-5C.

The first phase of development consists of the land north of the Fivemile Creek and will include the picnic, playground and multi-use pathway amenities; the second phase consists of the land south of the creek and will include ~~the two (2) pickleball court amenities~~ a picnic area.

3. Landscaping (Comp Plan, UDC 11-3B):

Attractive landscaping and pedestrian friendly design is proposed within the development in accord with Comprehensive Plan Policy #5.01.02G.

Landscaping is required to be provided within the development in accord with the standards listed in UDC 11-3B.

- i. Landscape buffers along streets

A 10-foot wide street buffer is required along local streets (i.e. S. Wells St., Wells Cir., and S. Longitude Dr.) on the C-N zoned lot (i.e. Lot 14, Block 5) per UDC Table 11-2B-3; **landscaping is required to be installed within the buffer in accord with the standards listed in UDC 11-3B-7C with development of the subdivision. The landscape plan submitted with the final plat application should include landscaping and calculations that demonstrate compliance with these standards.**

An 8-foot-wide perimeter street buffer is proposed along E. Magic View Dr. and S. Wells St., local streets. **Although street buffers aren't required along local streets in residential districts, a minimum setback of 10-feet is required for fences along streets. Therefore, the buffer should be widened as needed to provide a minimum 10-foot wide setback for the fence as measured from the property line in accord with UDC 11-3A-7C.3.**

All street buffers are required to be in a common lot or on a permanent dedicated buffer easement, maintained by the property owner, homeowner's association or business owner's association per UDC 11-3B-7C.2a and should be depicted on the plat.

- ii. Storm integration

Stormwater integration is required in accord with the standards listed in UDC 11-3B-11C.

A Geotechnical Recommendation Report was submitted with this application and is included in the project file.

- iii. Pathway landscaping

Landscaping is required along all pathways in accord with the standards listed in UDC 11-3B-12C. A 5' wide landscape strip is depicted on the landscape plan along both sides of the proposed multi-use pathway; **a mix of trees, shrubs, lawn, and/or other vegetative ground**

cover should be provided within the landscape strips next to the pathway. A minimum of one (1) tree is required per 100 linear feet of pathway. Staff recommends the required trees are spread out more evenly for shade purposes at approximately one (1) every 100'. A calculations table should be included on the landscape plan submitted with the final plat application that demonstrates compliance with the aforementioned standards.

iv. Common open space

Common open space areas are required to be landscaped in accord with the standards in UDC 11-3G-5B and maintained in accord with the standards in UDC 11-3G-5C. **Calculations should be included on the landscape plan submitted with the final plat application that demonstrate compliance with these standards.**

4. Parking (UDC 11-3C):

Off-street parking is required to be provided for each dwelling unit based on the number of bedrooms per unit in accord with the standards for single-family detached dwellings in UDC Table 11-3C-6. On-street parking is available along both sides of internal public streets.

Off-street vehicle parking is required to be provided for non-residential uses in accord with the standards in UDC 11-3C-6B.1. Bicycle parking is required per the standards in UDC 11-3C-6G.

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

Several conceptual building elevations were submitted for the proposed single-story and 2-story single-family detached residential homes for each of the lot sizes proposed, included in Section VII.H below. A variety of materials are proposed including vertical and horizontal lap siding, board and batten siding, shake siding, smooth panel siding, and fenestration with masonry accents in a variety of colors and design elements/features with varying roof profiles and wall modulation that demonstrate the quality of development proposed. Single-family detached residential structures are exempt from the design standards in the Architectural Standards Manual (ASM).

Conceptual elevations were not submitted for the commercial structure on Lot 14, Block 5. The commercial structure is required to comply with the non-residential design standards in the ASM.

Staff is of the opinion the proposed conceptual building elevations are in accord with Comprehensive Plan Policy #5.01.02L: *“Support beautiful and high-quality development that reinforces neighborhood character and sustainability.”*

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

All fencing proposed on the site should comply with the standards listed in UDC 11-3A-6 and 11-3A-7. A variety of fencing types are proposed as shown on the landscape plan in Section VII.F below. All existing perimeter fencing will either be retained and protected or replaced; the developer will coordinate with all affected neighbors.

Per UDC 11-3A-6C.1, fencing along all natural waterways shall not prevent access to the waterway. In limited circumstances and in the interest of public safety, larger open water systems may require fencing as determined by the City Council, Director and/or Public Works Director. A cross-section and photo of the creek is included below in Section VII.I, which depicts the approximate existing and finished grade on both sides of the creek, the slope and a 4' tall retaining wall on the south side of the creek. Approximately a 3:1 slope is shown on the north side of the creek. Because the slope on the north side meets the slope requirements in UDC 11-3B-11C.6 for accessibility and maintenance of stormwater facilities of 3:1 or less, Staff recommends this side remain open and not be fenced in accord with UDC 11-3A-6C.1 but recommends a 6' tall open vision wrought iron fence is installed along the south side of the creek for public safety since the slope in that area exceeds acceptable

standards for accessibility *unless* the slope can be modified to be 3:1 or less – Council may determine otherwise.

Fencing depicted along S. Hickory St. on Lots 6 and 7, Block 3 and Lots 5 and 6, Block 2 and along E. Magic View Dr. and S. Wells St. is required to be setback a minimum of 10' from the street side property line per UDC 11-3A-7C.3. The maximum fence height in the required front yard including the front and side yard property lines shall be 3-feet for a closed vision fence and 4-feet for an open vision fence per UDC 11-3A-7C.2. The fencing plan and landscape plan should be revised accordingly to comply with UDC standards.

Side yard fences that follow the side yard property line are only allowed where the side setback is five or greater per UDC 11-3A-7C.5. This restriction applies to the R-15 zoned lots if a 3' setback is proposed.

7. Parkways (*UDC 11-3A-17*):

No parkways are proposed; however, Staff is recommending detached sidewalks with parkways for tree-lined streets are provided in the MU-N designated portion of the site in accord with the standards for such in UDC 11-3A-17.

D. Transportation Analysis

A Traffic Impact Study (TIS) was not submitted for this development as ACHD did not require one.

Due to the development size and proximity to SH-55, impacts to the State Highway System are anticipated. The SH-55 corridor is already congested and this project will increase the number of vehicle trips. Therefore, the Idaho Transportation Department (ITD) has requested a Traffic Impact Analysis (TIA) be submitted for this development and may make further comments upon review of the TIA. The developer is working on this request.

Residents in Woodbridge Subdivision to the west have expressed concern pertaining to the high volume of traffic currently passing through their neighborhood between S. Locust Grove Rd. and E. Magic View Dr. via E. Woodbridge Dr. for access to S. Eagle Rd. and the negative impact the proposed development will have, which will exacerbate an already challenging situation. To alleviate this, the Applicant is not proposing public access via E. Magic View Dr. to discourage cut-through traffic.

Capital Improvements Plan (CIP)/Integrated Five Year Work Plan (IFYWP): The bridge (#1224) over the Five Mile Creek on S. Wells Street is scheduled in the IFYWP to be replaced in 2029. The bridge is currently designed to match existing facilities, which do not include bicycle lanes or pedestrian walkways; however, the width of the bridge will accommodate these improvements in the future when adjacent properties redevelop and provide these facilities. ACHD will require a road trust from the developer for the cost of these improvements and include them in their project if this development goes forward.

Condition of Area Roadways (Traffic Count is based on Vehicles per Hour (VPH):

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
** Magic View Drive	712-feet	Local Commercial	80	N/A
** Wells Street	1,575-feet	Local Commercial	N/A	N/A
** Wells Circle	344-feet	Local Commercial	N/A	N/A

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

Access (Comp Plan, UDC 11-3A-3, UDC 11-3H-4):

1. Access is proposed for the site via existing and proposed local public streets. Access to the northern portion of the development is proposed via S. Wells St. from E. Gentry Ave., existing unopened right-of-way. An emergency only access is proposed via E. Magic View Dr. at the northern boundary of the site via a common driveway on Lot 22, Block 1. Access to the southern portion of the development is proposed via S. Wells St. and E. Wells Cir.

Two (2) stub streets are proposed to the west to be extended with future development for access and interconnectivity with adjacent developments; no stub streets exist to this property.

Local street connectivity is proposed within the development in accord with Comprehensive Plan Policy #6.01.02B, *"Reduce the number of existing access points onto arterial streets by using methods such as cross-access agreements, access management, and frontage/backage roads, and promoting local and collector street connectivity."*

2. Multiuse Pathways (UDC 11-3A-5):

Multi-use pathways are required to be provided with development in accord with the Pathways Master Plan. A 10' wide segment of the City's multi-use pathway system is proposed from S. Wells St. to the west along the north side of the Fivemile Creek and to the north and west property line for connection to the existing pathway in Woodbridge Subdivision, in accord with the Plan. A pathway stub is also provided to the property to the west (Parcel #R5443010202) for future extension.

3. Pathways (Comp Plan, UDC 11-3A-8):

All pathways should be constructed in accord with the standards listed in UDC [11-3A-8](#) and in accord with the site specific geotechnical report for light duty paving per UDC 11-3B-12C.3. In the case where no geotechnical report is available pathways shall be built using two and one-half (2.5) inches of asphaltic concrete over four (4) inches of crushed aggregate base over ten (10) inches of structural subbase over compacted subgrade. Materials and methods shall conform to ISPWC standard specifications.

Pathways are depicted on the landscape plan through the internal common areas for pedestrian access to amenities and the commercial pad on the south end of the site. A multi-use pathway is stubbed to the west boundary of this property from Woodbridge Subdivision.

4. Sidewalks (UDC 11-3A-17):

All sidewalks should be constructed in accord with the standards listed in UDC [11-3A-17](#). Five-foot wide attached sidewalks are proposed along all local streets within and adjacent to the development.

As noted above, Staff recommends detached sidewalks with landscaped parkways are provided in the MU-N designated portion of the site in accord with the Comprehensive Plan.

~~In the interim of the bridge being replaced across the Fivemile Creek, Staff recommends a minimum 5' wide temporary asphalt pathway is provided along Wells St. if there is adequate area alongside the existing road. ACHD confirmed there isn't adequate area for the pathway.~~

5. Subdivision Regulations (UDC 11-6):

Compliance with the subdivision design and improvements standards listed in UDC [11-6C-3](#) is required.

Common driveways: Three (3) common driveways are proposed, which are required to comply with the standards listed in UDC 11-6C-3D. Common driveways should be paved with a surface with the capability of supporting fire vehicles and equipment. A common driveway exhibit is included in Section VII.E below that depicts the setbacks, building envelope and orientation of the lots and structures.

Block face: All of the proposed block faces comply with the required standards.

The subject property should be subdivided prior to submittal of any building permit applications for the phase of development in which they are located.

E. Services Analysis

See Service Accessibility Report in Section VII.B below.

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

All waterways, except natural waterways, are required to be piped unless used as a water amenity or linear open space, in which case they may be left open as set forth in UDC 11-3A-6.

The Fivemile Creek, a natural waterway, bisects this site within a 100' wide easement and should remain open and be protected during development. Building lots do not and should not encroach within the easement. A cross-section of the creek is included in Section VII.I below that shows the approximate existing and finished grade on both sides of the creek, slope and a 4' tall retaining wall on the south side of the creek.

A portion of this site is located within the floodway in zones X and AE. **A floodplain permit is required before any grading in the floodplain begins. Floodplain permits are required for each building in the floodplain along with elevation certificates certifying lowest floor elevation is 2 feet above base flood elevation.**

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

Underground pressurized irrigation water is required to be provided in each development as set forth in UDC [11-3A-15](#).

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

An adequate storm drainage system is required in accord with the adopted standards, specifications and ordinances; design and construction shall follow Best Management Practice as adopted by the City per UDC 11-3A-18.

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

All utilities for the proposed development are required to be installed in accord with the standards listed in UDC 11-3A-21.

Water service is available at the site and sewer service is available from S. Wells St. **Each phase of the development will need to be modeled to verify minimum fire flow pressure is maintained.**

5. Topography

This property slopes down to the center from the north and the south ends of the site as shown on Sheet 3 of the plat.

6. Hazards

Staff is unaware of any hazards that exist on this site other than the Fivemile Creek, which may present a danger to young children.

IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

1. A new Development Agreement (DA) shall be required as a provision of the Annexation and Zoning application.

Prior to approval of the annexation ordinance, a new DA shall be entered into between the City of Meridian, the property owner at the time of annexation ordinance adoption, and the developer. **A final plat application shall not be submitted until the annexation is finalized.** The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the date of City Council approval of the Findings of Fact, Conclusions of Law and Decision & Order for the annexation request. The new DA shall incorporate the following provisions:

- i. Future development of the subject property shall be generally consistent with the preliminary plat, phasing plan, landscape plan, open space and site amenity exhibit and conceptual building elevations included below in Section VII, the conditions contained herein and the standards in the Unified Development Code (UDC).
 - ii. The subject property shall be subdivided prior to submittal of any building permit applications for the phase of development in which they are located.
 - iii. The pathway through the common area in the residential portion of the Mixed Use – Neighborhood (MU-N) designated portion of the site shall extend into the non-residential portion of the site and provide a pedestrian connection to each of the main building entrance to promote pedestrian mobility within the mixed-use development in accordance with the Comprehensive Plan.
 - iv. Tree-lined streets with detached sidewalks shall be provided in the MU-N designated portion of the development in accordance with the Comprehensive Plan for MU-N designated areas.
 - v. Administrative design review shall be required for the commercial structure in accord with the non-residential design standards in the Architectural Standards Manual. The non-residential building shall transition to and compliment adjacent residential buildings in mass and form in accord with the Comprehensive Plan. *Single-family detached structures are exempt from design standards.*
 - vi. A minimum 17-foot rear building setback shall be provided for lots along the west property line abutting lots in Woodbridge Subdivision with the allowance of a 12-foot rear setback for patio covers.
2. The final plat shall include the following revisions:
- i. Graphically depict the 14-foot-wide public pedestrian easement for the multi-use pathway with the recorded instrument number of the easement.
 - ii. Depict a 10-foot-wide street buffer along S. Wells St., Wells Cir., and S. Longitude Dr. on the C-N zoned lot (i.e. Lot 44 1, Block 5 6) per UDC Table 11-2B-3, in a common lot or on a permanent dedicated buffer easement, maintained by the property owner, homeowner's association or business owner's association per UDC 11-3B-7C.2a.
 - iii. Depict detached sidewalks with parkways in the MU-N designated portion of the site in accord with the standards listed in UDC 11-3A-17 and the Comprehensive Plan.
 - iv. Perpetual ingress/egress shall be required for the common driveways either by a recorded easement or as a note on a recorded final plat as set forth in UDC 11-6C-3D. The easement or plat note shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment.
 - v. Widen the street buffer along E. Magic View Dr. and S. Wells St. to allow for a 10-foot wide minimum setback from the property line for perimeter fencing along streets in accord with UDC 11-3A-7C.3.
 - vi. ~~Remove the sidewalk along the west side of S. Longitude Dr. and provide right-of-way to the west property line.~~
 - vii. The construction of S. Longitude Ave. shall comply with ACHD standards for commercial local streets.
 - viii. Additional right-of-way shall be dedicated at the intersection of Equator Dr./Wells St. to accommodate a future roundabout or signalized intersection as required by ACHD.

3. The landscape plan shall include the following revisions:
- i. Depict tables, benches, landscaping, and a structure for shade for the picnic area amenity, in accord with UDC 11-3G-4C.5; include a detail for these items.
 - ii. Depict commercial grade play equipment scaled and designed for the use and safety of younger children for the tot lot; benches for seating shall be provided nearby in accord with UDC 11-3G-4D.3; include a detail for these items.
 - ~~iii. Per UDC 11-3G-4D.5, sports courts are required to have markings and include benches for seating; include a detail for these items.~~
 - iv. The 5-foot-wide landscape strips along pathways shall include a mix of trees, shrubs, lawn, and/or other vegetative ground cover as set forth in UDC 11-3B-12C; trees should be spaced out more evenly for shade purposes at approximately one (1) every 100 linear feet, additional trees beyond the minimum number may be provided.
 - v. Depict landscaping within minimum 10-foot wide street buffers adjacent to local streets on Lot 14 1, Block 5 6 and 20-foot-wide street buffers adjacent to the collector street in accord with the standards listed in UDC 11-3B-7C.
 - vi. Fencing along S. Hickory St. on Lots 5 and 6, Block 2 and Lots 6 and 7, Block 3 shall be depicted a minimum of 10-feet from the street side property line per UDC 11-3A-7C.3.
 - vii. The maximum fence height in the required front yard including the front and side yard property lines shall be 3-feet for a closed vision fence and 4-feet for an open vision fence per UDC 11-3A-7C.2; revise accordingly.
 - viii. Include a calculations table that demonstrates compliance with the standards for landscaping within street buffers (UDC 11-3B-7C), along pathways (UDC 11-3B-12C) and within common open space areas (UDC 11-3G-5B).
 - ix. Depict detached sidewalks with parkways for tree lined streets in the MU-N designated portion of the site in accord with the standards listed in UDC 11-3A-17 and the guidelines in the Comprehensive Plan.
 - x. Widen the street buffer along E. Magic View Dr. and S. Wells St. to allow for a 10-foot wide minimum setback for perimeter fencing from the property line in accord with UDC 11-3A-7C.3.
 - xi. Remove the fencing depicted along the north side of the Fivemile Creek and depict 6-foot tall wrought iron fencing along the south side of the Fivemile Creek for public safety, unless otherwise modified by City Council.
 - xii. ~~Depict a minimum 5-foot wide temporary asphalt pathway along Wells St. if there is adequate area alongside the existing road. ACHD confirmed there is not adequate area for a pathway.~~
 - xiii. Include mitigation information for existing trees on the site that are being removed with development in accord with the standards listed in UDC 11-3B-10C.5, as applicable.
 - xiv. ~~Remove the sidewalk along the west side of S. Longitude Dr. and provide right of way to the west property line.~~
 - xv. Include a detail of the dog waste station installed in the ground with waste disposal bags and trash receptacle in accord with UDC 11-3G-4C.10.
 - xvi. Include a detail of the bicycle repair station that depicts a fixed installation with tools and an air pump per UDC 11-3G-4F.2.

4. The common driveways shall be constructed in accord with the standards listed in UDC 11-6C-3D and building setbacks shall be as shown on the common driveway exhibit in Section VII.E.
5. All pathways shall be constructed in accord with the site-specific geotechnical report for light duty paving per UDC 11-3B-12C.3. In the case where no geotechnical report is available pathways shall be built using two and one-half (2.5) inches of asphaltic concrete over four (4) inches of crushed aggregate base over ten (10) inches of structural subbase over compacted subgrade. Materials and methods shall conform to ISPWC standard specifications.
6. Submit a 14-foot-wide public pedestrian easement for the multi-use pathway on this site prior to submittal of the final plat for City Engineer signature.
7. Off-street parking shall be provided for all single-family residential dwellings in accord with the standards for such listed in UDC Table [11-3C-6](#).
8. The Fivemile Creek shall remain open as a natural amenity and shall not be piped or otherwise covered in accord with UDC 11-3A-6 and shall be protected during development.
9. All waterways, except natural waterways (i.e. the Fivemile Creek), intersecting, crossing or lying within the area being development are required to be piped unless used as a water amenity or linear open space, in which case they may be left open as set forth in UDC [11-3A-6](#). If left open, fencing may be required in accord with the standards listed in UDC [11-3A-6C](#).
10. Wayfinding address signage shall be provided at the public street for homes accessed via common driveways (i.e. Lots 6-8 and 19-20 and 31-32, Block 1).
11. A floodplain permit is required before any grading in the floodplain begins. Floodplain permits are required for each building in the floodplain along with elevation certificates certifying lowest floor elevation is 2 feet above base flood elevation.
12. Side yard fences that follow the side yard property line are only allowed where the side setback is five or greater per UDC 11-3A-7C.5. This restriction applies to the R-15 zoned lots if a 3-foot side setback is proposed.
13. Approval of the preliminary plat shall become null and void if the applicant fails to obtain the city engineer's signature on the first phase final plat within two (2) years of City Council's approval of the preliminary plat; or a time extension may be requested as set forth in UDC 11-6B-7.

Other Agency comments may be accessed in the project file in the public record. Copy and paste the following link into your browser:

<https://weblink.meridiancity.org/WebLink/browse.aspx?id=367307&dbid=0&repo=MeridianCity>

V. FINDINGS

A. Annexation (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 proposed map amendment and development plan generally complies with provisions of the Comprehensive Plan pertaining to transition in density, residential densities and compatibility with adjacent uses.
2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;

The City Council finds the proposed amendment to the R-8 and R-15 zoning districts is consistent with the purpose statement of the residential districts in that it contributes to the range of housing opportunities in this area consistent with the Comprehensive Plan.

3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;
The City Council finds the proposed map amendment will not be materially detrimental to the public health and safety.
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 the proposed map amendment will not result in an adverse impact upon the delivery of services by any political subdivision providing public services, including the school district based on 2024-2025 student enrollment numbers.

5. The annexation (as applicable) is in the best interest of city.
The City Council finds the proposed annexation with the recommended conditions of approval is in the best interest of the City.

B. Preliminary Plat (UDC 11-6B-6)

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

1. The plat is in conformance with the comprehensive plan and is consistent with this unified development code;
The City Council finds the proposed plat is in conformance with the Comprehensive Plan and is consistent with the UDC with the conditions contained herein.
2. Public services are available or can be made available and are adequate to accommodate the proposed development;
The City Council finds public services are available to the site and will be adequate to accommodate the proposed development.
3. The plat is in conformance with scheduled public improvements in accord with the city's capital improvement program;
ACHD is planning to construct a new bridge across the Fivemile Creek in the CIP; no other improvements are planned. Other than that, the City Council finds there are no scheduled public improvements that affect development of this site.
4. There is public financial capability of supporting services for the proposed development;
The City Council finds there is public financial capability of supporting services for the proposed development.
5. The development will not be detrimental to the public health, safety or general welfare; and
The City Council finds the proposed development will not be detrimental to the public health, safety or general welfare.
6. The development preserves significant natural, scenic or historic features.
The City Council finds the Fivemile Creek, which crosses this site, should be preserved and protected during development of this site. The City Council is unaware of any other such features that exist on this site but if any others exist, they shall be preserved.

VI. ACTION

A. Staff:

Staff recommends approval of the proposed AZ and PP requests with the requirement of a development agreement and the conditions of approval included above in Section IV.

B. The Meridian Planning & Zoning Commission heard these items on April 3, 2025. At the public hearing, the Commission moved to recommend approval of the subject AZ and PP requests.

1. Summary of Commission public hearing:

- a. In favor: Ben Semple, Rodney Evans + Partners, LLC
- b. In opposition: None
- c. Commenting: Robin McCulley
- d. Written testimony: Ben Semple, Rodney Evans + Partners, LLC; Robin McCulley; Cassy Peck; Celeste Fox; Kathleen Lewis; Tanya Bader; Erin Russell; Raymond Spencer
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. The existing fence along Woodbridge's east boundary (the site's west boundary) is crooked and doesn't lie on the property line in many places due to the location of existing trees & poor construction; request for details on what the plan is for fencing along the west boundary of the site – desire for vinyl fencing not to be an approved material in this area;
- b. The high volume of traffic going through Woodbridge subdivision between Locust Grove & Eagle Roads, which will worsen with more homes being developed in this area; long wait times at the intersection of Eagle/Allen at the traffic signal and safety concerns – request for this area to be rezoned for non-residential uses;
- c. Privacy issues with 2-story homes being built next to single-story homes; and question if 2-story homes will have windows facing adjacent rear yards;
- d. Request for the developer to provide details in writing of their planned building setbacks on lots next to Woodbridge to be included in the DA;
- e. Request for the developer to address what future builders can do to prevent drainage issues on abutting lots in Woodbridge due to the higher elevation of the subject property;
- f. Ms. McCulley expressed concern about a tree located along her rear property line and how it would be impacted by a new fence.

3. Key issue(s) of discussion by Commission:

- a. General consensus the proposed development will fit in well with the existing residential development to the west (i.e. Woodbridge);
- b. Recognition of the traffic issues in this area;
- c. Agreement with Staff's recommendation pertaining to fencing along the Fivemile Creek.

4. Commission change(s) to Staff recommendation:

- a. At Staff's request, the Commission included new conditions requiring mitigation information to be included on the landscape plan for existing trees on the site that are being removed with development in accord with the standards listed in UDC 11-3B-10C.5, as applicable; and removal of the sidewalk along the west side of Longitude Dr. with provision of ROW to the west property line.

5. Outstanding issue(s) for City Council:

- a. Council should determine if the fencing recommended by Staff along the Fivemile Creek is appropriate as set forth in UDC 11-3A-6C.

C. The Meridian City Council heard these items on May 6, August 25 and September 16, 2025 and January 13, February 24 and April 7, 2026. At the public hearing on April 7th, Council voted to approve the project with the conditions in the staff report as revised during the hearing.

1. Summary of the City Council public hearing:

- a. In favor: Ben Semple, Rodney Evans + Partners, LLC; Ian Connair, Kimley-Horn
- b. In opposition: None
- c. Commenting: Robin McCulley (representing Woodbridge Subdivision), Treg Bernt, Tanya Bader, Janet McDougal, Afton Pieper, Karen Rice, Philip Bode, Mike Seaman, Raymond Spencer, Kyle George, Deborah Henderson, Celeste Fox, Marilyn Nelson
- d. Written testimony: Celeste Fox, Robin McCulley, Cassandra Peck, Raymond Spencer, Michelle Seusy, Valerie Stefan, Erin Russell, Catherine Carson, Clayton & Whitney Fike, Jan McIntyre Bollard
- e. Staff presenting application: Sonya Allen, Caleb Hood, Bill Parsons, Steve Siddoway
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. Requests the developer provide details of their planned building setbacks next to neighbors on Woodhaven St. that will be part of the DA; requests clarification about what the builders can do to prevent drainage issues on lots that abut homes in Woodbridge that are at a lower elevation; and concern pertaining to the perimeter fencing along the east boundary of Woodbridge.
- b. Concern pertaining to the existing fence along the east boundary of Woodbridge – the developer hasn't yet discussed the matter with neighbors.
- c. Concern pertaining to the increase in traffic in an already congested area and lack of a fencing solution along the shared property line with Woodbridge; and concern pertaining to lack of privacy with 2-story homes abutting her single-story home.
- d. Concern pertaining to the proposed scale & building setback of homes along the west boundary of the site abutting homes in Woodbridge and lack of privacy – request for 20' setback for single-story homes & 30' for 2-story homes. Concern pertaining to the quality of homes built in this development if the current builder drops out – request for the opportunity for the City & the public to review any future changes to the elevations in the event the home builder and/or ownership changes to avoid a potential "bait & switch".
- e. Request for Council to consider if the proposed development is a good fit for this area.
- f. The need for more connectivity in this area.
- g. Not in favor of the updated elevations proposed by the Applicant for the first phase of development.
- h. Request for Council to deny the proposed development without a solution to the traffic issues in this area, specifically the cut-through traffic through Woodbridge Subdivision, before approving more development which will exacerbate the issue.
- i. Concern pertaining to the safety of children within the Woodbridge development with traffic speeding through the subdivision.
- j. Request for the Traffic Impact Analysis requested by ITD to be completed prior to any final decision being made on this development.
- k. Concern pertaining to the grade difference of the proposed project, which is higher than the elevation of Woodbridge subdivision – request for a greater setback of at least 20' be required.
- l. The developer committed to a 20' setback for 2-story homes with the allowance of a covered patio with a 12' setback to single-story homes as a DA provision. On 4/7 the developer changed their commitment to reflect a 17' rear building setback with the allowance of a 12' setback for patio covers on lots along the west property line.
- m. The developer of the northern portion of the development, KB Homes, committed to leaving the west property line as-is if desired by the neighbors.

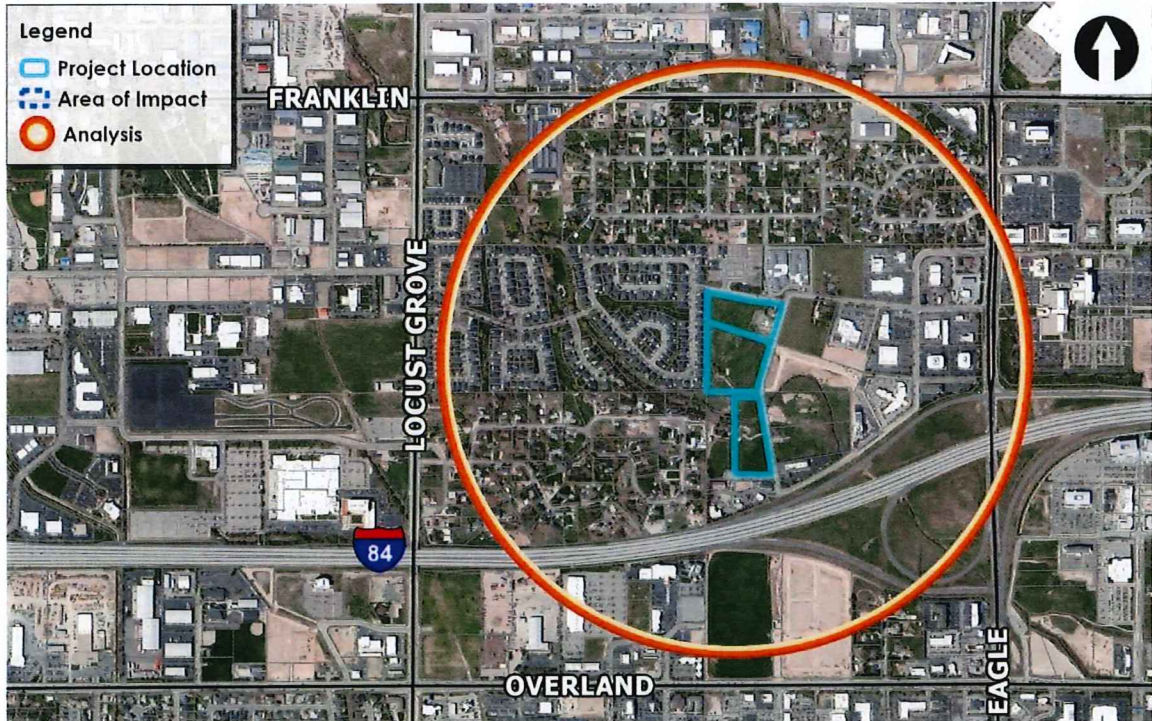
3. Key issue(s) of discussion by City Council:
- a. Opinion Council doesn't have the right information before them to make a decision on this application at this time – the traffic issue in this area needs to be resolved before approving a development plan for this property.
 - b. Discussion about continuing the project to a later hearing date in order to allow additional time to gather information in hopes of finding a path forward on the transportation issues in this area. One solution might be allowing the northern portion of the development abutting Woodbridge Subdivision to move forward with development, while delaying development of the southern portion until a solution to the traffic issue is identified in case revisions to that portion of the development plan are needed.
 - c. The possibility of closing off the main thoroughfare through Woodbridge at the east entrance via E. Magic View Dr. with bollards or a gate for emergency access only – Councilman Cavener requested HOA President Robin McCulley discuss the possibility with the Woodbridge neighborhood and report back at the next hearing. Planning Staff was also directed to send a letter to ACHD (Caleb Hood, Deputy Director sent letter to ACHD on 3/27/26).
 - d. Council directed the Applicant to submit updated conceptual building elevations with materials; meet with the neighbors to work through some of the questions and concerns brought up at the hearing; provide an update on the Traffic Impact Analysis – if it's been completed and submitted to ITD; re-design residential along future collector street (alternative D modified between the creek & Wells Cir. – 330' offset from collector to local street).
 - e. Supportive of the changes to the development plans.
4. City Council change(s) to Commission recommendation:
- a. Changes to conditions as recommended by Staff based on revised plans; and inclusion of a DA provision requiring a 17' rear building setback with the allowance of a 12' setback for patio covers on lots along the west property line on lots abutting Woodbridge Subdivision.

VII. EXHIBITS

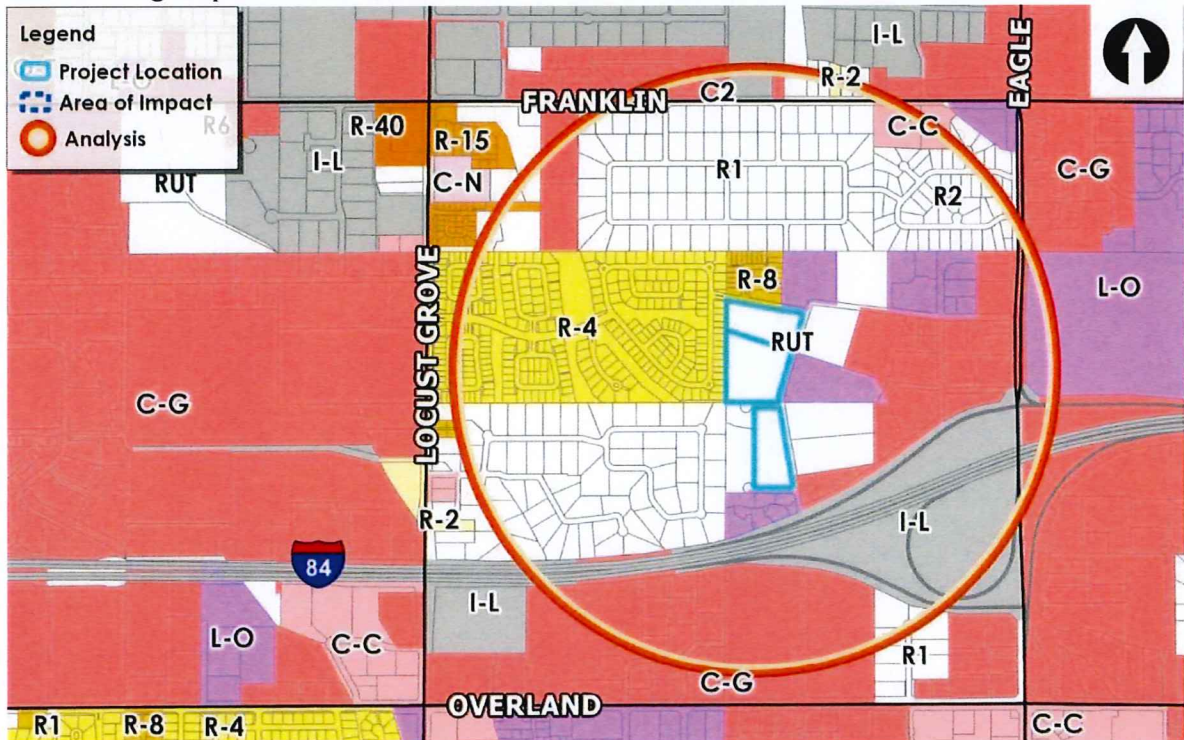
A. Project Area Maps

(link to [Project Overview](#))

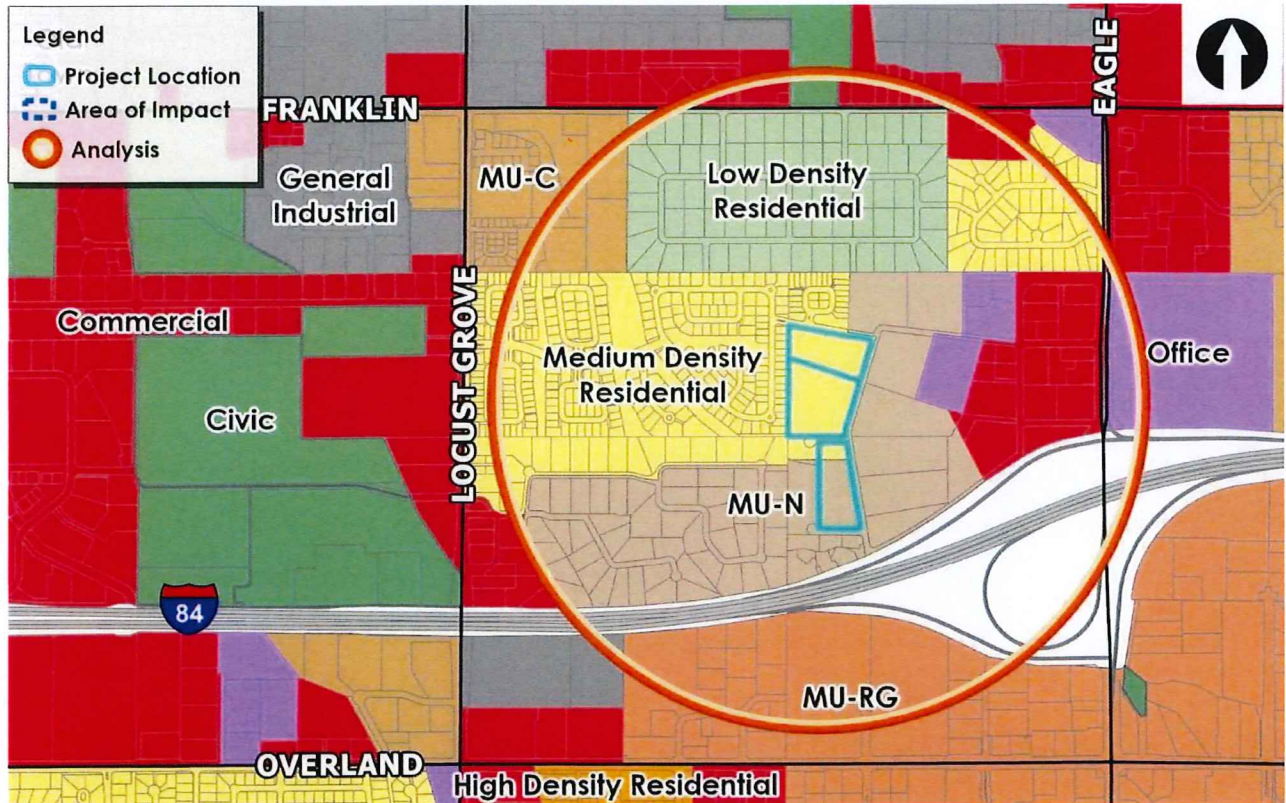
1. Aerial



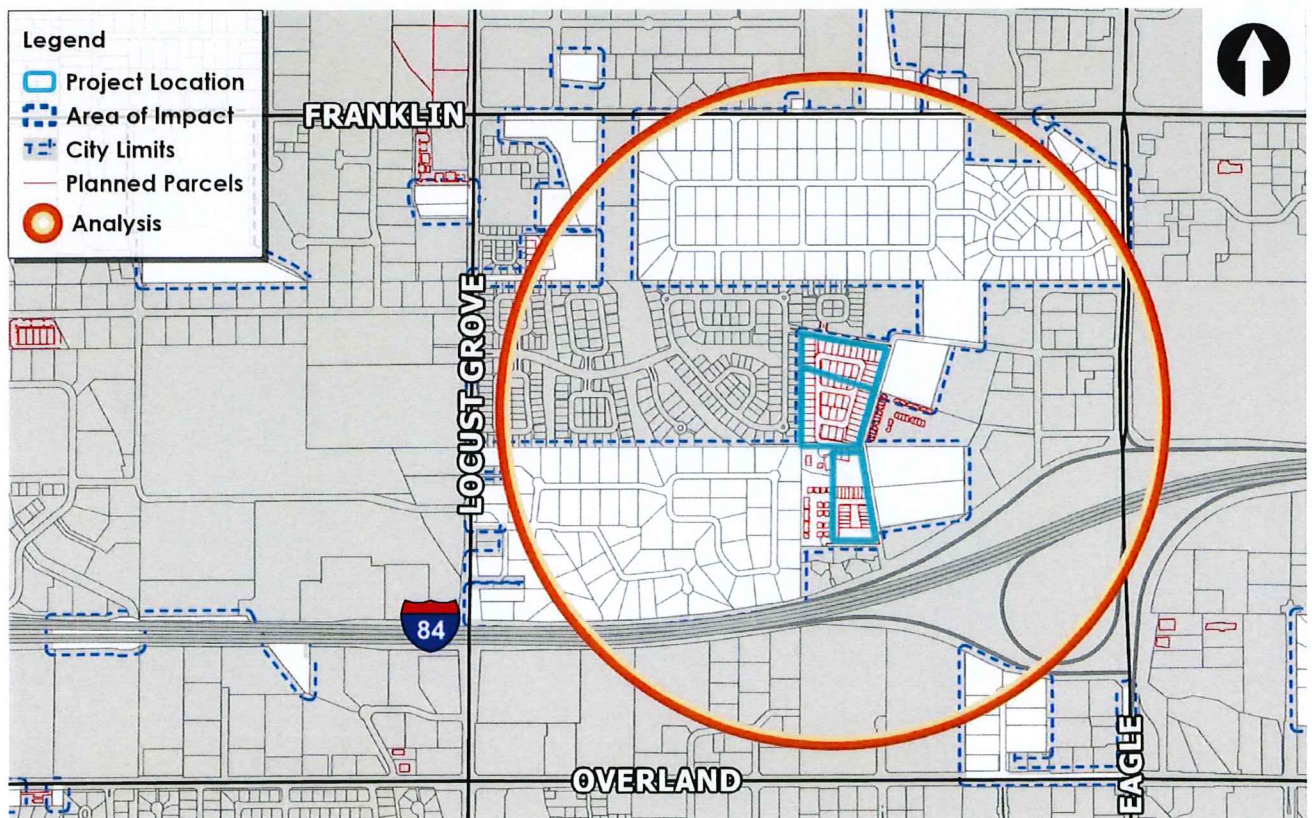
2. Zoning Map



3. Future Land Use



4. Planned Development Map



B. Service Accessibility Report

PARCEL R5443010220 SERVICE ACCESSIBILITY

Overall Score: 26	21st Percentile
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Criteria	Description	Indicator
Location	Within 1/2 mile of City Limits	YELLOW
Extension Sewer	Trunkshed mains < 500 ft. from parcel	GREEN
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time 5-9 min.	YELLOW
Emergency Services Police	Meets response time goals most of the time	GREEN
Pathways	Within 1/4 mile of current pathways	GREEN
Transit	Not within 1/4 of current or future transit route	RED
Arterial Road Buildout Status	Ultimate configuration (# of lanes in master streets plan) matches existing (# of lanes)	GREEN
School Walking Proximity	Within 1/2 mile walking	GREEN
School Drivability	Either a High School or College within 2 miles OR a Middle or Elementary School within 1 mile driving (existing or future)	GREEN
Park Walkability	No park within walking distance by park type	RED

Report generated on 02-21-2025 by MERIDIAN/sallen

C. Annexation Legal Description & Exhibit Map – ~~TO BE REVISED~~



October 10, 2024

Latitude Forty Three
Annexation Description

Lots 7, 21 and 22 of the Amended Magic View Subdivision, filed in Book 52 of Plats at Pages 4445-4446, Ada County Records, being located in the East Half of Section 17, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Center Quarter of Section 17, Township 3 North, Range 1 East, Boise Meridian, from which the North Quarter Corner of said Section 17 bears North 00°23'48" East, 2,657.09 feet; said Commencing Point being the Southwest Corner of said Lot 22;

Thence along the Lot Lines of said Lots 7, 21 and 22 the following nine (9) courses and distances:

1. North 00°23'48" East, a distance of 901.42 feet;
2. South 80°09'03" East, a distance of 409.00 feet;
3. North 09°50'57" East, a distance of 25.00 feet;
4. South 80°09'03" East, a distance of 312.19 feet;
5. South 16°49'09" West, a distance of 802.30 feet;
6. South 09°36'26" East, a distance of 824.91 feet;
7. North 89°15'33" West, a distance of 373.45 feet;
8. North 00°01'21" West, a distance of 773.67 feet;
9. North 89°57'50" West, a distance of 252.88 feet to the POINT OF BEGINNING of this description.

Containing 752,265 square feet or 17.27 acres of land.



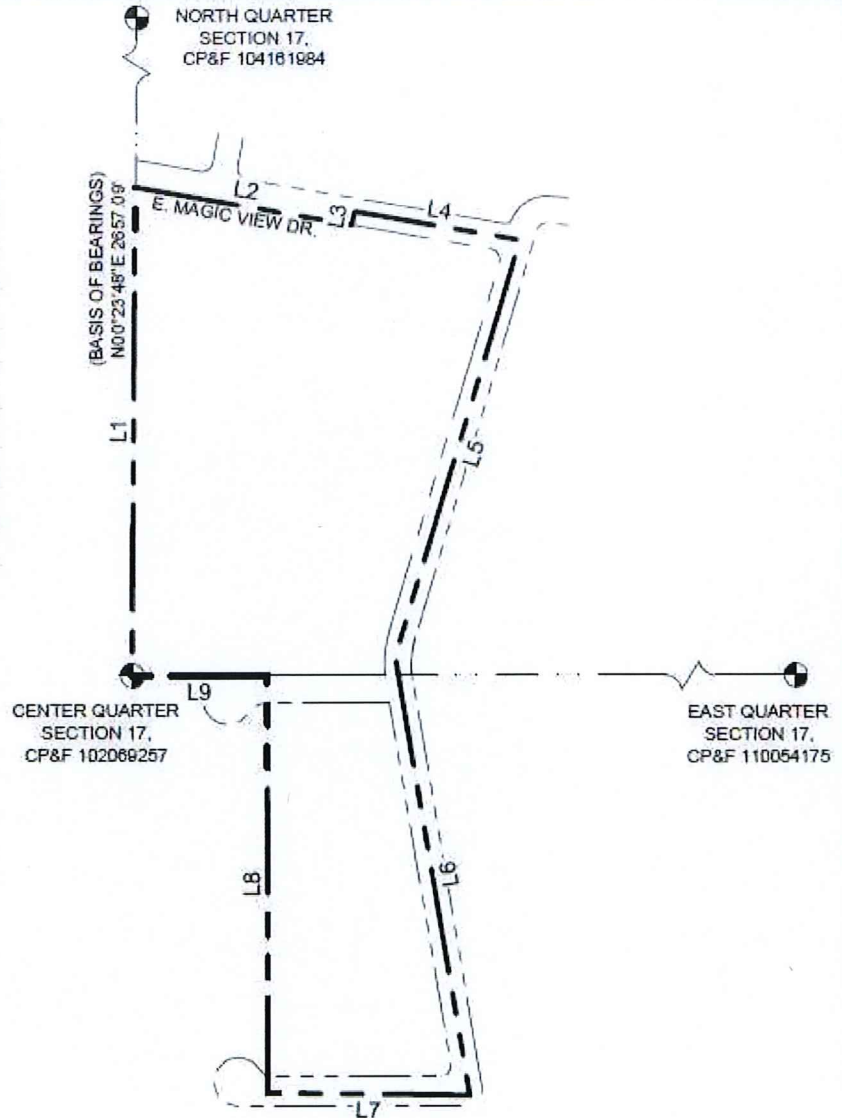
kimley-horn.com

1100 W Idaho Street, Suite 210, Boise, ID 83702

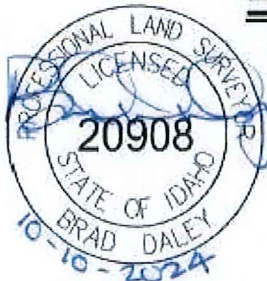
208-297-2885

K:\B01_Civil\193130000 Wells Street Townhomes\Project Files\09-KH-Survey\Cadd\193130000-Wells Street.dwg Annex Exhibit Oct 10, 2024 4:43pm by: Brad Daley

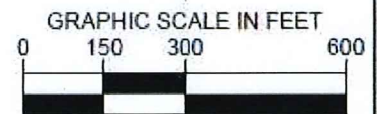
LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°23'48"E	901.42'
L2	S80°09'03"E	409.00'
L3	N09°50'57"E	25.00'
L4	S80°09'03"E	312.19'
L5	S16°49'09"W	802.30'
L6	S09°36'26"E	824.91'
L7	N89°15'33"W	373.45'
L8	N00°01'21"W	773.87'
L9	N89°57'50"W	252.88'



LEGEND



- BOUNDARY LINE
- - - - SECTION LINE
- RIGHT-OF-WAY LINE
- ⊕ QUARTER CORNER



Kimley»Horn
1100 W. IDAHO STREET
SUITE 210
BOISE, IDAHO 83702
PHONE: (208) 297-2889
www.kimley-horn.com

PROJECT:

**LATITUDE 43
ANNEXATION**

TITLE:

EXHIBIT "B"

JOB NO.: 193130000

SCALE: 1" = 300'

DATE: 10/10/2024

SHEET:
SHEET 2 OF 2

ZONING DATA			
ZONING	AREA (AC)	DENSITY (DU/AC)	
R-8	14.39	4.10	
R-15	1.43	6.99	
C-N	1.69	N/A	

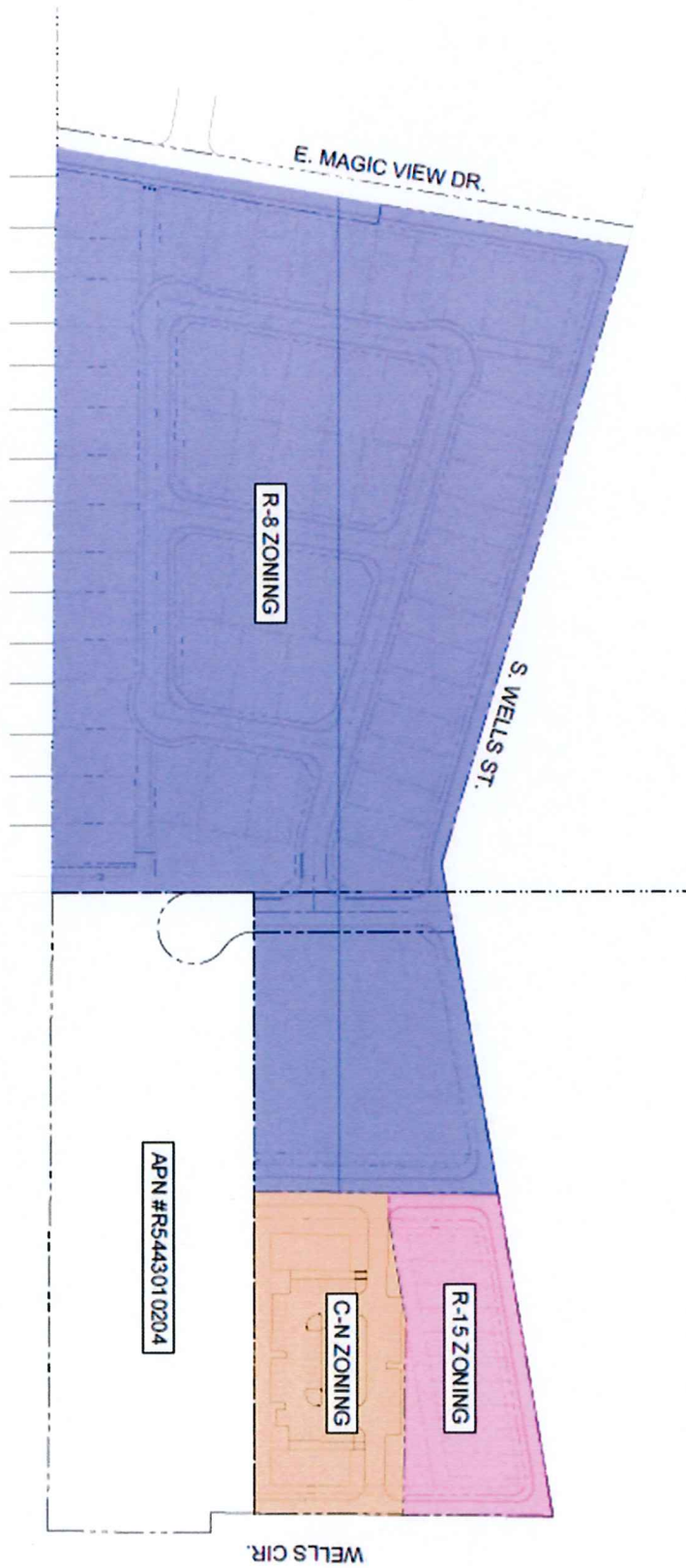


EXHIBIT "A"

R-8 ZONING

Lots 7 and 22, and a portion of Lot 21 of the Amended Magic View Subdivision, filed in Book 52 of Plats at Pages 4445-4446, Ada County Records, being located in the East Half of Section 17, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, County of Ada, State of Idaho, being more particularly described as follows:

BEGINNING at the Center Quarter of Section 17, Township 3 North, Range 1 East, Boise Meridian, from which the North Quarter Corner of said Section 17 bears North 00°23'48" East, 2657.09 feet;

THENCE along the lot lines of Lots 7, and 22 and the extension thereof North 00°23'48" East, 926.76 feet to the Centerline of Magic View Circle;

THENCE along the centerline of said Magic View Circle South 80°09'03" East, 725.35 feet to the intersection of the Centerline of Magic View Circle and the Centerline of Wells St.;

THENCE along said Centerline of Wells St. South 16°49'09" West, 802.30 feet;

THENCE continuing along said Centerline South 09°36'26" East, 418.30 feet;

THENCE leaving said Centerline North 89°15'44" West, 305.74 feet to a point on the lot line of Lots 20 and 21;

THENCE along the lot line of Lots 20 and 21 North 00°01'21" West, 373.66 feet to the Lot Corner common to Lots 20, 21, and 22;

THENCE along the lot line common to Lots 20 and 22 North 89°57'50" West, 252.88 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 626,707 square feet or 14.39 acres, more or less.

The Basis of Bearings for this description is based on the Idaho Coordinate System of 1983, West Zone, NAD 83 and was established from found Ada County Brass Cap monument marking the Center Quarter Corner of Section 17 and the found Brass Cap monument marking the North Quarter Corner of said Section 17, which bears North 00°23'48" East, a distance of 2657.09 feet.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:
Lumos & Associates, Inc.
Brad Daley, PLS 20908
8727 W. Ardene Street, Suite 102
Boise, ID 83709
JN LA26.321



EXHIBIT "A"

R-15 ZONING

A portion of Lot 21 of the Amended Magic View Subdivision, filed in Book 52 of Plats at Pages 4445-4446, Ada County Records, being located in the East Half of Section 17, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, County of Ada, State of Idaho, being more particularly described as follows:

COMMENCING at the Center Quarter of Section 17, Township 3 North, Range 1 East, Boise Meridian, from which the North Quarter Corner of said Section 17 bears North 00°23'48" East, 2657.09 feet;

THENCE along the lot line common to Lots 20, 21 and 22, South 89°57'50" East, 252.88 feet; to the corner of lots 20, 21, and 22;

THENCE along the lot line common to Lots 20 and 21, South 00°01'21" East, 373.66 feet;

THENCE departing said lot line South 89°15'44" East, 169.55 feet to the **POINT OF BEGINNING**;

THENCE continuing South 89°15'44" East, 136.20 feet to a point on the Centerline of Wells St;

THENCE along the Centerline of said Wells St., South 09°36'26" East, 406.61 feet to intersection of Wells St. and Wells Circle;

THENCE along the Centerline of said Wells Circle, North 89°15'33" West, 186.53 feet;

THENCE departing said Centerline of Wells Circle, North 00°44'16" East, 242.66 feet;

THENCE North 09°36'26" East, 126.39 feet;

THENCE North 00°44'16" East, 33.00 feet; to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 62,162 square feet or 1.42 acres, more or less.

The Basis of Bearings for this description is based on the Idaho Coordinate System of 1983, West Zone, NAD 83 and was established from found Ada County Brass Cap monument marking the Center Quarter Corner of Section 17 and the found Brass Cap monument marking the North Quarter Corner of said Section 17, which bears North 00°23'48" East, a distance of 2657.09 feet.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:
Lumos & Associates, Inc.
Brad Daley, PLS 20908
8727 W. Arden Street, Suite 102
Boise, ID 83709
JN LA26.321



EXHIBIT "A"

C-N ZONING

A portion of Lot 21 of the Amended Magic View Subdivision, filed in Book 52 of Plats at Pages 4445-4446, Ada County Records, being located in the East Half of Section 17, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, County of Ada, State of Idaho, being more particularly described as follows:

COMMENCING at the Center Quarter of Section 17, Township 3 North, Range 1 East, Boise Meridian, from which the North Quarter Corner of said Section 17 bears North 00°23'48" East, 2657.09 feet;

THENCE along the lot line common to Lots 20, 21 and 22, South 89°57'50" East, 252.88 feet, to the corner of lots 20, 21, and 22;

THENCE along the lot line common to Lots 20 and 21, South 00°01'21" East, 373.66 feet to the **POINT OF BEGINNING**:

THENCE departing said lot line South 89°15'44" East, 169.55 feet;

THENCE South 00°44'16" West, 33.00 feet;

THENCE South 09°36'26" East, 126.39 feet;

THENCE South 00°44'16" West, 242.66 feet to a point on the Centerline of Wells Circle;

THENCE along the Centerline of said Wells Circle, North 89°15'33" West, 186.93 feet to a point on the intersection of Wells Circle and the extension of the lot line common to Lots 20 and 21;

THENCE along the lot line and the extension thereof, North 00°01'21" West, 400.02 feet; to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 73,673 square feet or 1.69 acres, more or less.

The Basis of Bearings for this description is based on the Idaho Coordinate System of 1983, West Zone, NAD 83 and was established from found Ada County Brass Cap monument marking the Center Quarter Corner of Section 17 and the found Brass Cap monument marking the North Quarter Corner of said Section 17, which bears North 00°23'48" East, a distance of 2657.09 feet.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:

Lumos & Associates, Inc.

Brad Daley, PLS 20908

8727 W. Ardene Street, Suite 102

Boise, ID 83709

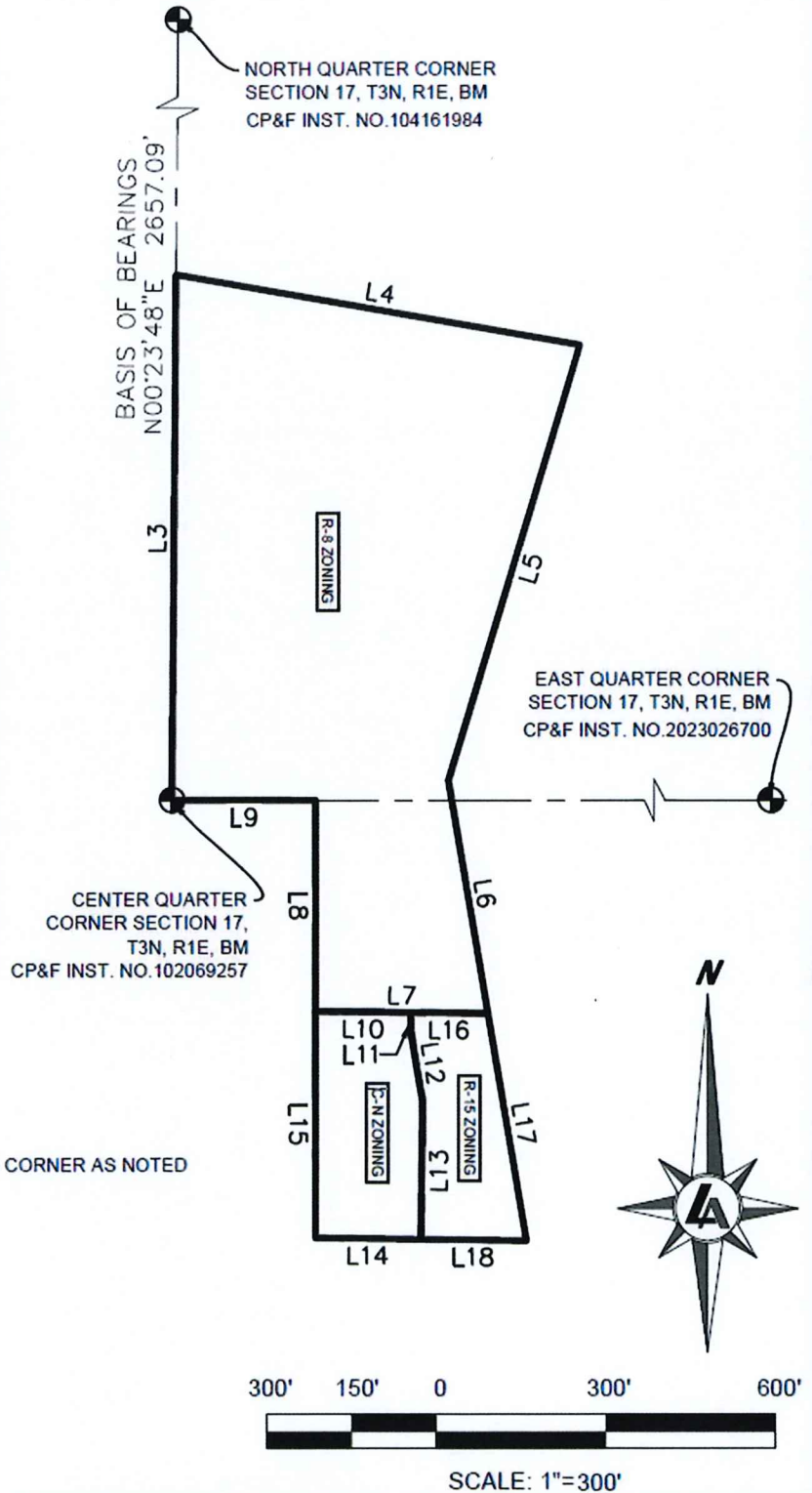
JN LA26.321



LINE TABLE		
LINE	BEARING	LENGTH
L3	N0°23'48"E	926.76'
L4	S80°09'03"E	725.35'
L5	S16°49'09"W	802.30'
L6	S9°36'26"E	418.30'
L7	N89°15'44"W	305.74'
L8	N0°01'21"W	373.66'
L9	N89°57'50"W	252.88'
L10	S89°15'44"E	169.55'
L11	S0°44'16"W	33.00'
L12	S9°36'26"E	126.39'
L13	S0°44'16"W	242.66'
L14	N89°15'33"W	186.93'
L15	N0°01'21"W	400.02'
L16	S89°15'44"E	136.20'
L17	S9°36'26"E	406.61'
L18	N89°15'33"W	186.52'

LEGEND

-  ZONING LINE
 SECTION LINE
 FOUND SECTION CORNER AS NOTED



8727 W. ARDENE STREET, SUITE 102
BOISE, ID 83709
TEL: 208.471.9166

EXHIBIT "B"
675 SOUTH WELLS ST.
MERIDIAN, ID
PORTION OF SEC. 17, T3N, R1E, BM

ADA COUNTY

IDAHO

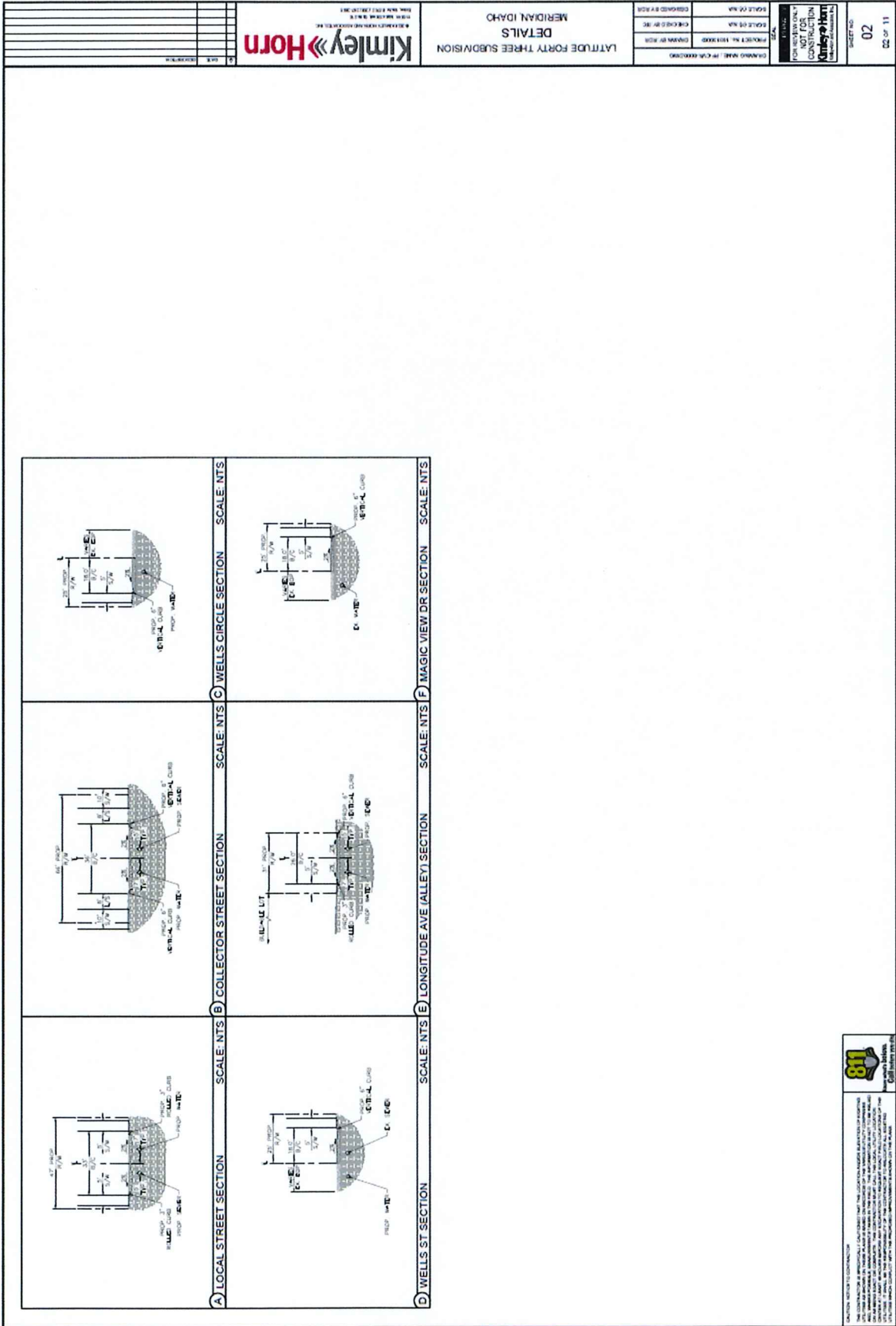
DATE: 4/2026

SCALE: 1" = 300'

JOB NO: LA26.321

City of Meridian | Department Report

[illegible]



Kimley-Horn
 A KIMLEY-HORN COMPANY
 1100 N. 10TH ST. SUITE 200
 BOISE, IDAHO 83702
 TEL: 208.333.4400
 FAX: 208.333.4401
 WWW.KIMLEY-HORN.COM

LATITUDE FORTY THREE SUBDIVISION
 DETAILS
 MERIDIAN IDAHO

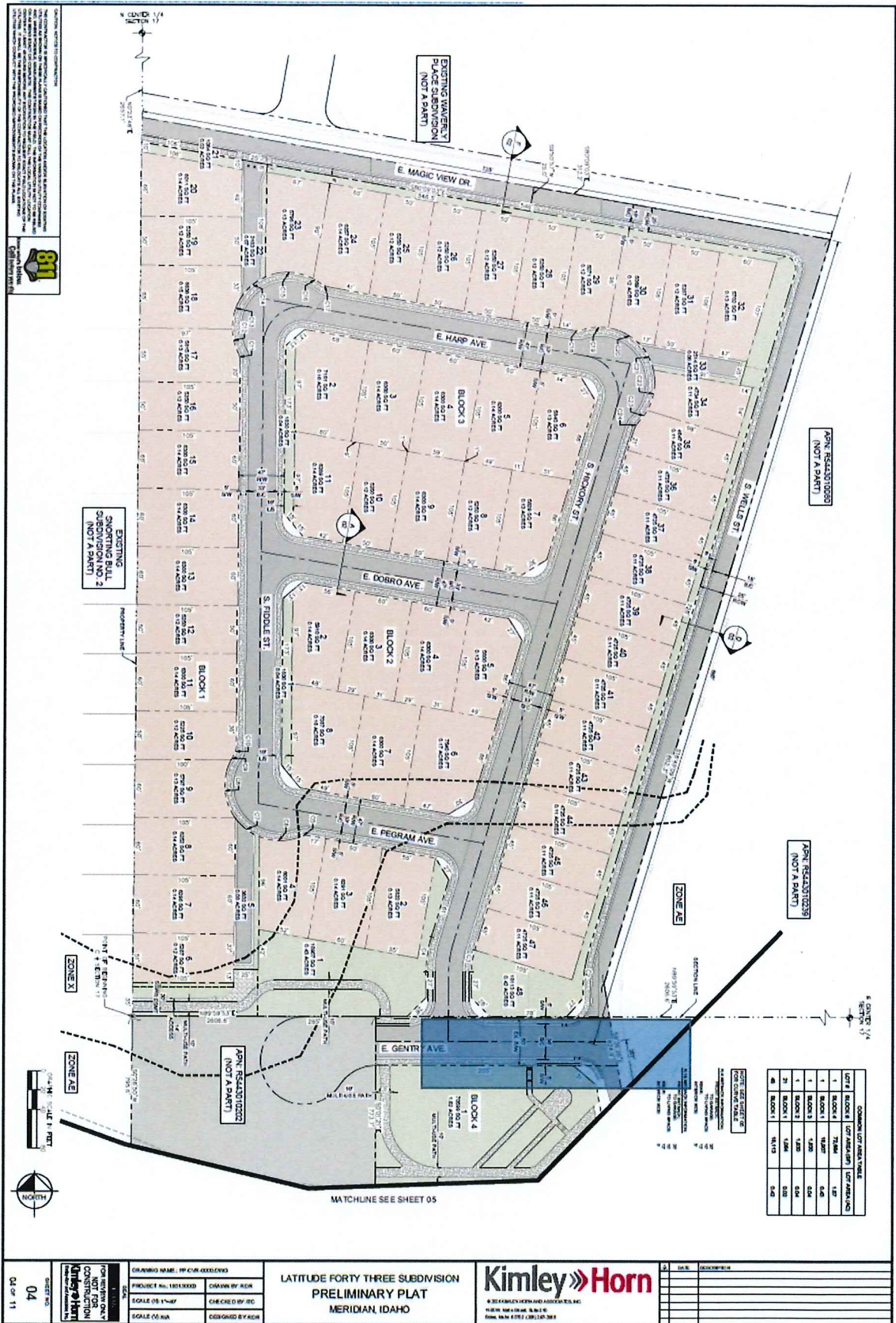
DESIGNED BY: JAC	CHECKED BY: JAC	DATE: 08/11/2011
PROJECT NO. 10110000	ISSUED BY: JAC	

SCALE OF MAP
 1" = 40' HORIZONTAL
 1" = 10' VERTICAL

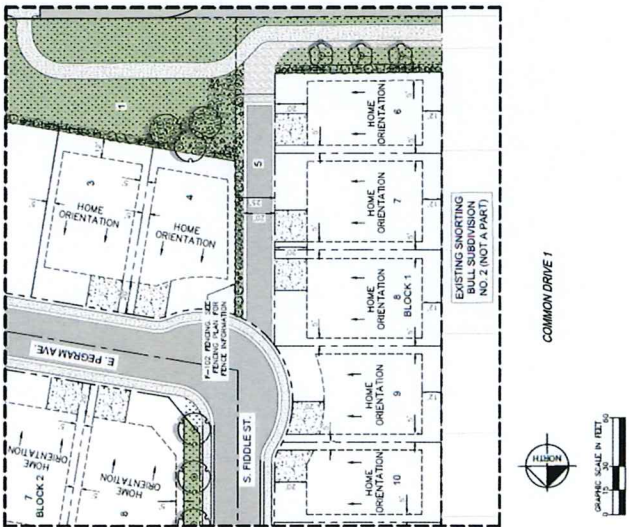
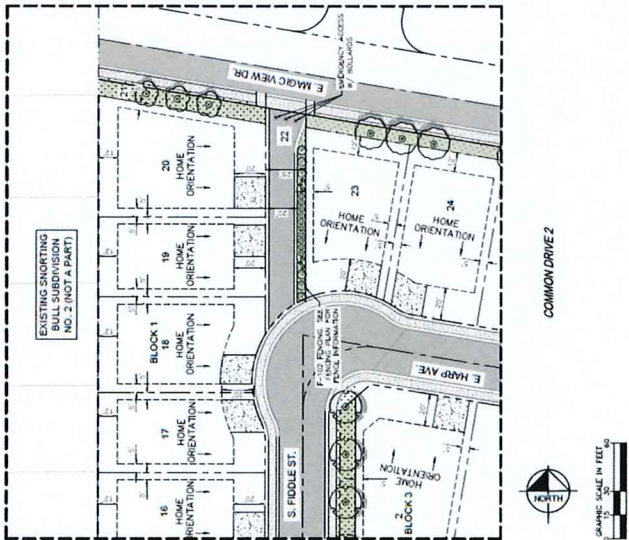
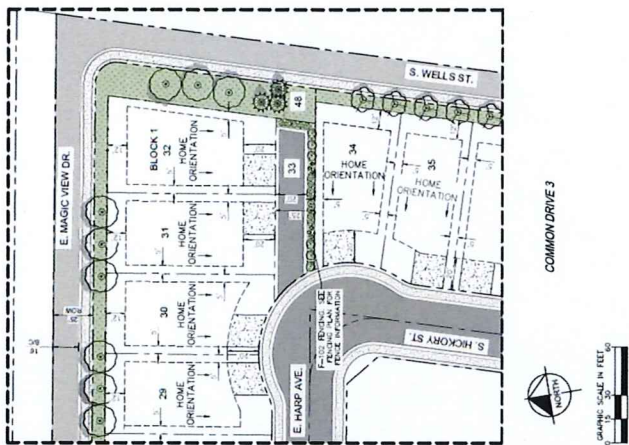
02
 02 OF 11



CAUTION: THESE PLANS ARE PRELIMINARY. THEY ARE NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THESE PLANS MUST BE APPROVED BY THE DESIGNER. THE USER ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL MAINTAIN THE ACCURACY OF THESE PLANS AND SHALL BE RESPONSIBLE FOR ANY UPDATES OR REVISIONS. THE USER SHALL NOT REPRODUCE OR TRANSMIT THESE PLANS IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.



E. Common Driveway Exhibit



COMMON DRIVE EXHIBIT
March 12, 2025

LATITUDE FORTY THREE SUBDIVISION



City of Meridian | Department Report



2024

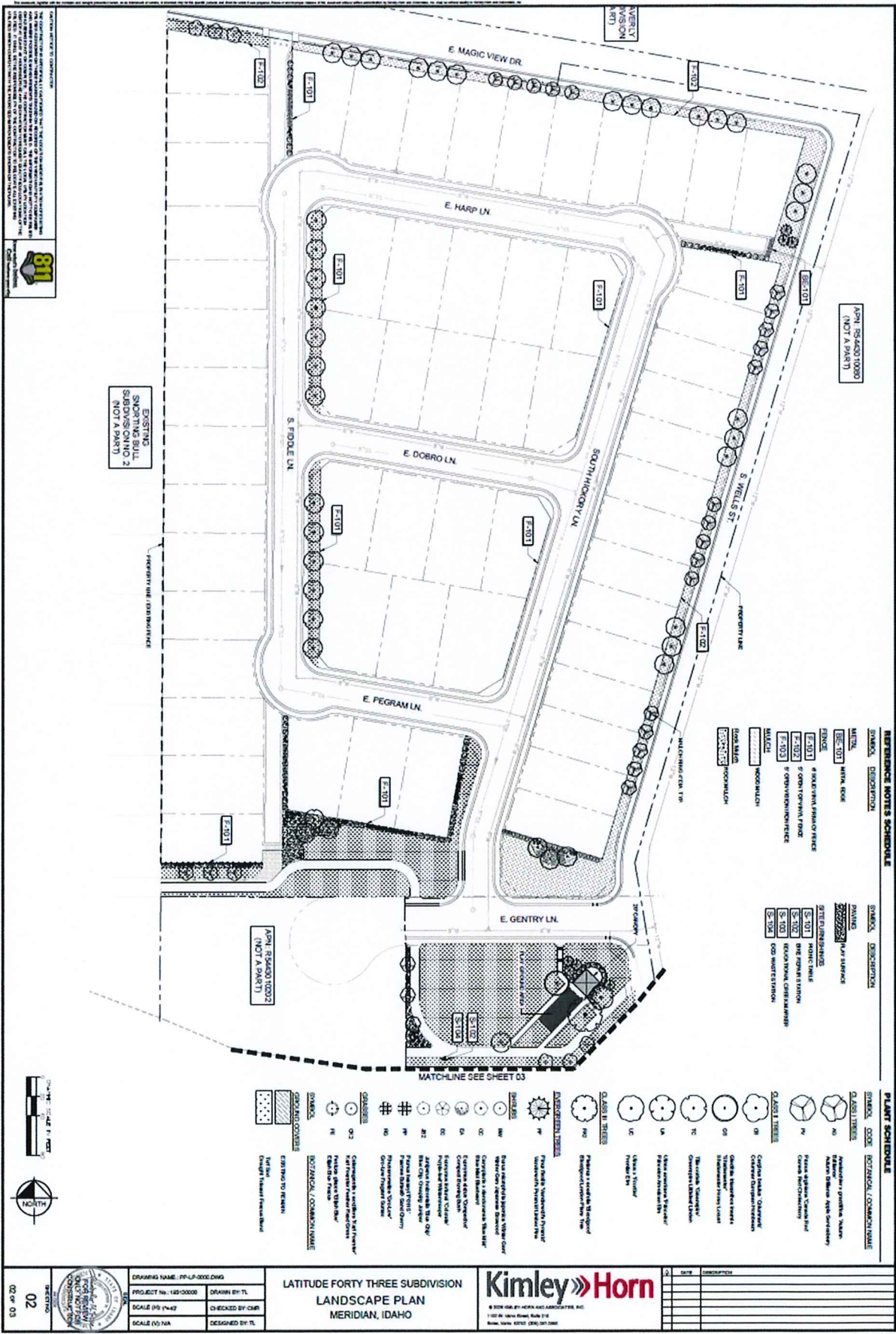


Good waste stream

Test (a)
Cognitive Interview Feature (b)

[illegible]

01 of 04 01		DRAWING NAME: 071-LP-0000-0100 PROJECT NO.: 110-00000 SCALE: 0/8" = 1'-0" SCALE: 0/8" = 1'-0"	DRAWN BY: TL CHECKED BY: CMR DESIGNED BY: TL	LATITUDE FORTY THREE SUBDIVISION OVERALL LANDSCAPE PLAN MERIDIAN, IDAHO	 A 2024 HOLDING COMPANY OF KIMLEY-HORN, INC. 10101 N. 30TH AVENUE, SUITE 100 DENVER, COLORADO 80228 PHONE: 303.751.1000	2 100% 100%	100% 100% 100%



ASPI 82400 1000
(NOT A PART)

EXISTING
SHOOTING BUTT
SUBDIVISION 2
(NOT A PART)

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	WATER
2	WATER
3	WATER
4	WATER
5	WATER
6	WATER
7	WATER
8	WATER
9	WATER
10	WATER
11	WATER
12	WATER
13	WATER
14	WATER
15	WATER
16	WATER
17	WATER
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92	WATER
93	WATER
94	WATER
95	WATER
96	WATER
97	WATER
98	WATER
99	WATER
100	WATER

PLANT SCHEDULE

SYMBOL	CODE	DESCRIPTION / COMMON NAME
1	Q. AGRI	AGRIQUIN
2	Q. AGRI	AGRIQUIN
3	Q. AGRI	AGRIQUIN
4	Q. AGRI	AGRIQUIN
5	Q. AGRI	AGRIQUIN
6	Q. AGRI	AGRIQUIN
7	Q. AGRI	AGRIQUIN
8	Q. AGRI	AGRIQUIN
9	Q. AGRI	AGRIQUIN
10	Q. AGRI	AGRIQUIN
11	Q. AGRI	AGRIQUIN
12	Q. AGRI	AGRIQUIN
13	Q. AGRI	AGRIQUIN
14	Q. AGRI	AGRIQUIN
15	Q. AGRI	AGRIQUIN
16	Q. AGRI	AGRIQUIN
17	Q. AGRI	AGRIQUIN
18	Q. AGRI	AGRIQUIN
19	Q. AGRI	AGRIQUIN
20	Q. AGRI	AGRIQUIN
21	Q. AGRI	AGRIQUIN
22	Q. AGRI	AGRIQUIN
23	Q. AGRI	AGRIQUIN
24	Q. AGRI	AGRIQUIN
25	Q. AGRI	AGRIQUIN
26	Q. AGRI	AGRIQUIN
27	Q. AGRI	AGRIQUIN
28	Q. AGRI	AGRIQUIN
29	Q. AGRI	AGRIQUIN
30	Q. AGRI	AGRIQUIN
31	Q. AGRI	AGRIQUIN
32	Q. AGRI	AGRIQUIN
33	Q. AGRI	AGRIQUIN
34	Q. AGRI	AGRIQUIN
35	Q. AGRI	AGRIQUIN
36	Q. AGRI	AGRIQUIN
37	Q. AGRI	AGRIQUIN
38	Q. AGRI	AGRIQUIN
39	Q. AGRI	AGRIQUIN
40	Q. AGRI	AGRIQUIN
41	Q. AGRI	AGRIQUIN
42	Q. AGRI	AGRIQUIN
43	Q. AGRI	AGRIQUIN
44	Q. AGRI	AGRIQUIN
45	Q. AGRI	AGRIQUIN
46	Q. AGRI	AGRIQUIN
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66	Q. AGRI	AGRIQUIN
67	Q. AGRI	AGRIQUIN
68	Q. AGRI	AGRIQUIN
69	Q. AGRI	AGRIQUIN
70	Q. AGRI	AGRIQUIN
71	Q. AGRI	AGRIQUIN
72	Q. AGRI	AGRIQUIN
73	Q. AGRI	AGRIQUIN
74	Q. AGRI	AGRIQUIN
75	Q. AGRI	AGRIQUIN
76	Q. AGRI	AGRIQUIN
77	Q. AGRI	AGRIQUIN
78	Q. AGRI	AGRIQUIN
79	Q. AGRI	AGRIQUIN
80	Q. AGRI	AGRIQUIN
81	Q. AGRI	AGRIQUIN
82	Q. AGRI	AGRIQUIN
83	Q. AGRI	AGRIQUIN
84	Q. AGRI	AGRIQUIN
85	Q. AGRI	AGRIQUIN
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93	Q. AGRI	AGRIQUIN
94	Q. AGRI	AGRIQUIN
95	Q. AGRI	AGRIQUIN
96	Q. AGRI	AGRIQUIN
97	Q. AGRI	AGRIQUIN
98	Q. AGRI	AGRIQUIN
99	Q. AGRI	AGRIQUIN
100	Q. AGRI	AGRIQUIN

Kimley Horn

6000 N. 10th Street, Suite 200
Meridian, ID 83446
Phone: 208.333.3333
Fax: 208.333.3334
www.kimleyhorn.com

Latitude Forty Three Subdivision

LANDSCAPE PLAN

MERIDIAN, IDAHO

PROJECT INFORMATION

PROJECT NO: 145-00000

SCALE: 1/4" = 1'-0"

SCALE: 1/8" = 1'-0"

SCALE: 1/16" = 1'-0"

DESIGNER

CHECKED BY

DATE

DATE

SCALE

PROJECT NO

PROJECT NAME

LOCATION

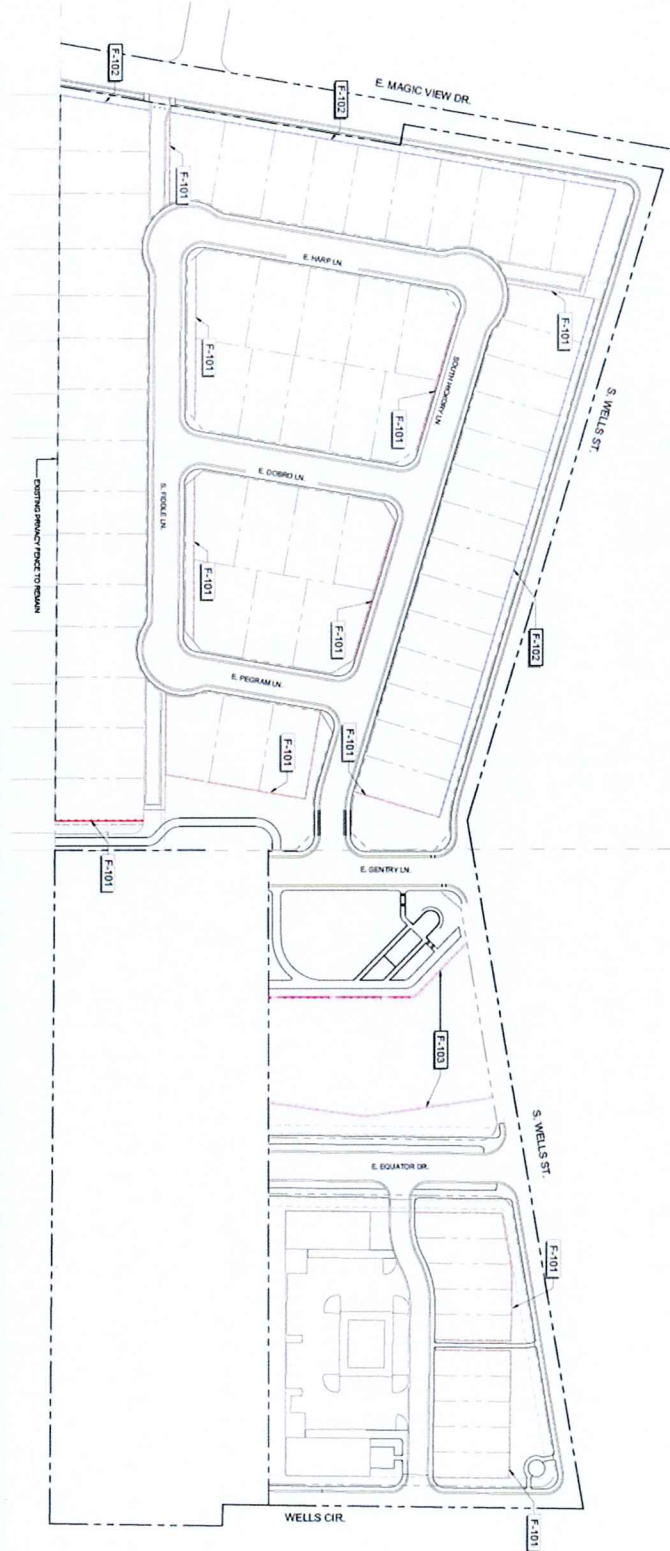
DATE



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SYMBOL	CODE	DESCRIPTION	QTY
	F-101	SOLID VINYL PRIVACY FENCE	4,354
	F-102	OPEN TOP VINYL FENCE	2,792
	F-103	OPEN VISION IRON FENCE	1,282



1. SOLID VINYL PRIVACY FENCE
SAMPLE PHOTO SHOWN ON PLAN AS RED



2. OPEN TOP VINYL FENCE
SAMPLE PHOTO SHOWN ON PLAN AS BLUE



3. OPEN VISION IRON FENCE
SAMPLE PHOTO SHOWN ON PLAN AS PURPLE



SHEET NO.
01
OF 01

	DRAWING NAME: PP-LP-0000.DWG	DRAWN BY: TL
	PROJECT NO.: 191010000	CHECKED BY: CMR
	SCALE: 8 1/2" = 1'-0"	DESIGNED BY: TL
	SCALE: 60' = 1" = 1/4"	

LATITUDE FORTY THREE SUBDIVISION
FENCE LAYOUT
MERIDIAN, IDAHO

Kimley-Horn
© 2019 KIMLEY-HORN & ASSOCIATES, INC.
1000 W. MAIN STREET, SUITE 210
BOZEMAN, MONTANA 59717-2100

G. Open Space & Site Amenity Exhibit - REVISED



H. Conceptual Building Elevations
Phase 1 - REVISED



Phase II:

24-foot-wide product for lots in Phase 2 (optional garage width does not apply): NOT APPROVED – Future structures will front on Wells St. with a rear garage



I. Fivemile Creek Cross-Section & Photo

