

ADDENDUM TO DEVELOPMENT AGREEMENT

- PARTIES:**
1. City of Meridian
 2. H.O.T. 1, LLLP, Owner/Developer

THIS ADDENDUM TO DEVELOPMENT AGREEMENT is dated this _____ day of _____, 2021, (“ADDENDUM”), by and between **City of Meridian**, a municipal corporation of the State of Idaho (“CITY”), whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 and **H.O.T. 1, LLLP**, (“OWNER/DEVELOPER”) whose address is 2701 E. Pine Avenue, Meridian, ID 83642.

RECITALS

A. OWNER/DEVELOPER has submitted an application for a Modification to the Development Agreement recorded February 28, 2008 in Ada County Records as Instrument No. 108022893 (Pinebridge DA) to remove the property known as LOT 07 BLK 01 SCENTSY COMMONS SUBDIVISION to have said property be bound by the terms of the Development Agreement recorded June 20, 2011 in Ada County Records as Instrument No. 111052691 (Scentsy MDA). The Meridian City Council approved said application with Findings of Fact and Conclusions of Law as in the attached Exhibit “A”.

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

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

1. OWNER/DEVELOPER shall be bound by the terms of the Development Agreement known as Scentsy Campus, Instrument # 111052691. The Property known as LOT 07 BLK 01 SCENTSY COMMONS SUBDIVISION shall also be bound by said Development Agreement, except as specifically amended as follows:

4. USES PERMITTED BY THIS AGREEMENT:

4.1 The uses allowed pursuant to this Agreement are only those uses allowed under City’s Zoning Ordinance codified at Meridian Unified Development Code § 11-2B-2 and per this agreement, warehouses are allowed as a principally permitted use within the C-G zone.

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

5. CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:

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

1. Development of the property shall substantially comply with the conceptual site plan and elevation submitted with the subject application and the concepts outlined below.
2. The following concepts shall be employed in the development of the property:
 - a. General massing of buildings, roundabouts and landscape islands in streets shall be constructed as generally shown on the conceptual site plan.
 - b. Pedestrian connections shall be constructed between buildings in the form of pathways distinguished from vehicular driving surfaces through the use of pavers, colored or scored concrete, or bricks;
 - c. Common areas with site amenities (i.e., plazas/courtyards, water features, picnic areas, flower gardens, public art, etc.) are encouraged to be included within the development.
 - d. Exterior building walls should demonstrate the appearance of high-quality materials of stone, brick, wood, or other native materials (acceptable materials include tinted or textured masonry block, textured or painted architectural concrete panels, or stucco or stucco like synthetic materials. Smooth faced concrete block, tilt-up concrete panels, or prefabricated steel panels are acceptable with the addition of paint and/or high-quality accent materials.
 - e. The building design shall incorporate at least 2 changes in one or a combination of the following: color, texture and materials;
 - f. Rooflines shall demonstrate 2 or more of the following: overhanging eaves, sloped roofs, two or more roof planes, varying parapet heights, and cornices;
 - g. The primary building entrances shall be clearly defined by the architectural design of the building.
 - h. Buildings will be constructed in the order they are generally listed on the conceptual site plan (A, B, C, etc.)

2. That Owner/Developer agrees to abide by all ordinances of the City of Meridian and the Property shall be subject to de-annexation if the Owner/Developer, or their assigns, heirs, or successor shall not meet the conditions of this Addendum, and the Ordinances of the City of Meridian as herein provided.

3. This Addendum shall be binding upon and insure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Addendum shall be binding on the Owner/Developer of the Property, each subsequent owner and any other person(s) acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereon and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written

request of Owner/Developer, to execute appropriate and recordable evidence of termination of this Addendum if City, in its sole and reasonable discretion, had determined that Owner/Developer have fully performed its obligations under this Addendum.

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

5. This Addendum sets forth all promises, inducements, agreements, condition, and understandings between Owner/Developer and City relative to the subject matter herein, and there are no promises, agreements, conditions or 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 Addendum shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

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

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

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

ACKNOWLEDGMENTS

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

OWNER/DEVELOPER:
H.O.T. 1, LLLP

By: _____

CITY OF MERIDIAN

Attest:

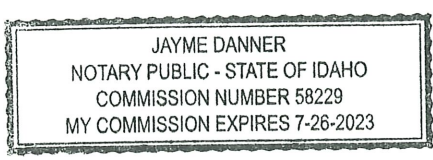
Mayor Robert E. Simison

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this 22nd day of March, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared B. Orville Thompson known or identified to me to be the Owner/Developer of H.O.T. 1, LLLP, the person who executed the instrument on behalf of said Idaho partnership.

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



Jayme Danner
Notary Public for Idaho
Residing at: Nampa, Idaho
My commission expires: 26 July 2023

STATE OF IDAHO)
 : ss
County of Ada)

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

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

(SEAL)

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