



TO: BOARD OF ADA COUNTY COMMISSIONERS

HEARING DATE: September 15, 2016

STAFF: Brent Danielson, AICP, Associate Planner

PROJECT NO.: 201503899 MSP M DA DM

APPLICANT: David Dorrough

INTRODUCTION

An administrative modification to the Board approved master site plan and a corresponding development agreement modification due to ITD realigning the east-west access road (Agnew Drive) between Pollard Lane and Levi Lane. The property contains approximately 10.27 acres and is located at N. Pollard Lane in Section 21, T. 4N, R. 1W.

EXECUTIVE SUMMARY

On February 10, 2016 the Board approved a zoning ordinance map amendment to rezone approximately 10.27 acres from the Rural-Urban Transition (RUT) District to the Limited Industrial (M1) District with a development agreement and a master site plan application for a 38,860 square foot research and development facility.

At the time when the initial master site plan was approved the yet to be built east-west access road (Agnew Drive) between Pollard Lane and Levi Lane was depicted to be further north of the latest alignment. The east-west access road is being built because the intersection of Chinden Boulevard and Pollard Lane is slated to be closed and the properties that take access from Pollard Lane will be routed to the new access road to access Chinden Boulevard from Levi Lane. On June 24, 2016 the applicant was informed by the Idaho Transportation Department (ITD) that ITD was shifting the east-west access road approximately 170 feet south. The initial master site plan has aligned the entrance of the facility to Agnew Drive. In order, for the entrance of the facility to align with the east-west access road and maintain the functionality of the facility a modification to the master site plan is necessary.

The master site plan is being modified so that the entrance to the Meridian Research Park will align with the new east-west access road. Accordingly, the Phase 1 building has been shifted south approximately 170 feet and the Phase 2 building has been moved just south of the Phase 1 building.

A modification to development agreement #11518 is necessary because the modification to the master site plan signifies that the property is being developed differently than what was agreed to

STAFF REPORT

Project #201503899 MSP M, DA-DM
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in the development agreement. Thus, a modification to the development agreement is needed to approve the new master site plan for the property.

It should be noted that only Phases 1 and 2 are being developed at this time. Any phases beyond the initial two (2) phases will require connection to municipal water and sewer. The phases shown beyond the initial two (2) phases on the master site plan are only conceptual. Any future phases will require a new application. In addition, the Conditions of Approval for the modification will be the same as was original approved on February 10, 2016.

At the time this staff report was written the following agencies have provided comments: Ada County Building Official, Central District Health Department, Ada County Engineer, and the Idaho Transportation Department. The Ada County Building Official replied in Exhibit #13 that the Building Division has no objection to the proposed development; however, the applicant should be aware permits will be required for each proposed structure. The Central District Health Department responded in Exhibit #14 that they have no objections to this proposal. The Ada County Engineer stated in Exhibit #15 that she has no new comments or conditions and that the previous ones still apply. The previous ones included: A Drainage Study and Drainage Plan to be submitted in accordance with Ada County Code 8-4A-11 and storm drainage should be retained on site. All existing irrigation facilities passing through the site shall be perpetuated and provide documentation of approval for the project from the local irrigation company. The applicant/engineer or record shall schedule a final inspection with the County Engineer upon completion of the project. The Idaho Transportation Department replied in Exhibit #16 that they have no objection to a Research Park being built in this location. They also mention that the site plan shows future building 5 and other amenities encroaching into ITD's irrigation easement. The Developer needs to show how they will mitigate the impacts to the easement and irrigation conveyance or remove these items from the easement. It should be noted as indicated on the modified master site plan (Exhibit #6) that the easement does not encroach into County approved portion of the master site plan, which is phases 1 and 2. Building #5 and the other amenities in ITD's easement are conceptual in nature and will require municipal water and sewer before being constructed. The applicant's representative in Exhibit #17 stated that he is working with ITD and is waiting to finalize the site plan and design irrigation sheets accordingly to submit with an encroachment permit with ITD. The applicant and ITD will need to resolve this issue prior to submitting applications to construct Building #5.

RECOMMENDATION

Based upon Staff's review of the application, staff concludes that this application complies with the Ada County Code and recommends approval to the Board as set out in the proposed Findings of Fact and Conclusions of Law attached hereto.

The Commission should consider the evidence and testimony presented during the public hearing prior to rendering its decision concerning this application.

EXHIBIT LIST – PROJECT NO.: 201503899 MSP M, DA-DM

- 1 Master Application Form. 2 pages.
- 2 Administrative Modification Checklist. 1 page.

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- 3 Development Agreement Modification Checklist. 1 page.
- 4 Detailed Letter. 1 page.
- 5 New Road Alignment Drawing. 1 page.
- 6 Modified Master Site Plan. 1 page.
- 7 Original Master Site Plan. 1 page.
- 8 Development Agreement #11518. 24 pages.
- 9 Deed. 6 pages.
- 10 Certificate of Organization Form. 1 page.
- 11 Submittal Letter to David Dorrough dated July 14, 2016. 1 page.
- 12 Agency Transmittal. 2 pages.
- 13 Memorandum from the Ada County Building Official dated July 22, 2016. 1 page.
- 14 Agency Response from the Central District Health Department dated July 29, 2016. 1 page.
- 15 Memorandum from the Ada County Engineer dated August 3, 2016. 1 page.
- 16 Agency Response from the Idaho Transportation Department dated August 4, 2016. 1 page.
- 17 E-mail Correspondence between David Dorrough, Jay Walker, and Brent Danielson dated August 5, 2016. 2 pages.
- 18 Sign Posting Certification received on August 9, 2016. 4 pages.
- 19 Radius Map. 1 page.
- 20 Mailing List. 1 page.
- 21 Radius Notice. 1 page.
- 22 Legal Notice of Public Hearing published on August 23, 2016. 2 pages.



MASTER APPLICATION/PETITION REQUEST

ADA COUNTY DEVELOPMENT SERVICES

200 W. Front Street, Boise, Idaho 83702. www.adaweb.net phone: (208) 287-7900 fax: (208) 287-7909

TYPE OF ADMINISTRATIVE APPLICATION:

- ACCESSORY USE*
- FARM DEVELOPMENT RIGHT
- FLOODPLAIN PERMIT
- HILLSIDE DEVELOPMENT*
- HIDDEN SPRINGS ADMINISTRATIVE
- HIDDEN SPRINGS SPECIAL EVENT
- LIGHTING PLAN
- LANDSCAPE PLAN
- DRAINAGE PLAN
- MASTER SITE PLAN*
- EXPANSION NONCONFORMING USE
- ONE TIME DIVISION
- PRIVATE ROAD
- PROPERTY BOUNDARY ADJUSTMENT
- PLANNED UNIT DEVELOPMENT (PUD)
- SIGN PLAN
- TEMPORARY USE*

TYPE OF HEARING LEVEL APPLICATION:

- CONDITIONAL USE
- DEVELOPMENT AGREEMENT
- SUBDIVISION, PRELIMINARY*
- PLANNED COMMUNITIES*
- SUBDIVISION, SKETCH PLAT*
- VACATION
- VARIANCE
- ZONING MAP AMENDMENT
- ZONING TEXT AMENDMENT

TYPE OF HEARING LEVEL PETITION:

- COMPREHENSIVE PLAN MAP OR TEXT AMENDMENT PETITION CHECKLIST

TYPE OF ADDENDA:

- APPEAL
- ADMINISTRATIVE MODIFICATION
- DEVELOPMENT AGREEMENT MODIFICATION
- FINAL PLAT
- TIME EXTENSION

REQUIRED SUBMITTALS:

- CHECKLIST for applicable application(s). If multiple applications, do not duplicate submittals.
- *SUPPLEMENTAL WORKSHEET REQUIRED

SITE INFORMATION:

Section: 21 Township: 4N Range: 1W Total Acres: 60.27
 Subdivision Name: Meridian Research Park Lot: - Block: 1
 Site Address: N. Pollard Lane City: -
 Tax Parcel Number(s): 50421336500
 Existing Zoning: M1 Proposed Zoning: _____ Area of City Impact: Meridian Overlay
 District(s) _____

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OFFICE USE ONLY

Project #: <u>201503899-(D.M.)-(Admin M.)</u>	Planning Fees/GIS: <u>\$400⁰⁰</u>	Engineering Fees:
Received By: <u>BSP</u> Date: <u>7-12-16</u> Stamped <input checked="" type="checkbox"/>		

EXHIBIT 1
Page 1 of 2

Project # 201503899 MSP-M, DM-PM

APPLICANT/AGENT: (Please print)	ADDITIONAL CONTACT if applicable: (Please Print)
Name: <u>David Dorrrough</u>	Name: <u>Jay Walker</u>
Address: <u>3044 W. Sugarberry Dr.</u>	Address: <u>9808 JR WY</u>
City: <u>Eagle</u> State: <u>ID</u> Zip: <u>83616</u>	City: <u>Middleton</u> State: <u>ID</u> Zip: <u>83644</u>
Telephone: <u>918-2406</u> Fax: _____	Telephone: <u>484-4479</u> Fax: _____
Email: <u>David@franklinsensors.com</u>	Email: <u>jwalker@allterraconsulting.com</u>
I certify this information is correct to the best of my knowledge.	ENGINEER/SURVEYOR if applicable: (Please Print)
	Name: _____
	Address: _____
	City: _____ State: _____ Zip: _____
	Telephone: _____ Fax: _____
	Email: _____
<u>David Dorrrough</u> <u>7/11/16</u>	
Signature: (Applicant) Date	

OWNER (S) OF RECORD: (Please Print)	OWNER (S) OF RECORD: (Please Print)
Name: <u>Meridian Research Park LLC</u>	Name: _____
Address: <u>3044 W. Sugarberry Dr.</u>	Address: _____
City: <u>Eagle</u> State: <u>ID</u> Zip: <u>83616</u>	City: _____ State: _____ Zip: _____
Telephone: <u>208-918-2406</u>	Telephone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
I consent to this application, I certify this information is correct, and allow Development Services staff to enter the property for related site inspections. I agree to indemnify, defend and hold Ada County and its employees harmless from any claim or liability resulting from any dispute as to the statements contained in this application or as to the ownership of the property, which is the subject of the application.	I consent to this application, I certify this information is correct, and allow Development Services staff to enter the property for related site inspections. I agree to indemnify, defend and hold Ada County and its employees harmless from any claim or liability resulting from any dispute as to the statements contained in this application or as to the ownership of the property, which is the subject of the application.
<u>David Dorrrough</u> <u>7/11/16</u>	
Signature: All Owner (s) of Record Date	Signature: All Owner (s) of Record Date

Michelle G. Dorrrough 7/11/16
 ALL OWNER(S) OF RECORD (ON THE CURRENT DEED) MUST SIGN (Additional Sheets are Available Online)

If the property owner(s) are a business entity, please include business entity documents, including those that indicate the person(s) who are eligible to sign documents.

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EXHIBIT 1

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ADMINISTRATIVE MODIFICATION CHECKLIST

An Administrative Modification request is a staff level application.

GENERAL INFORMATION:

Applicant:		
Applicant	DESCRIPTION	Staff
<input checked="" type="checkbox"/>	Completed and signed Master Application	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	DETAILED LETTER by the applicant fully describing the request or project and address the following:	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Project number. 201503899- <input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	Date of original approval. 2-10-2016 <input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	Owner of the property at the time of approval. same <input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	Current owner of the property. <input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	Is the modification a relocation of the building pads? yes <input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	Is the modification an increase in building sq. ft. not exceeding 20%? no <input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	Is this a minor modification to an approved parking, landscape, screening, sign, or outdoor lighting plan? <input checked="" type="checkbox"/>	Yes
<input checked="" type="checkbox"/>	ORIGINAL CONDITIONS OF APPROVAL for project.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	ORIGINAL MASTER SITE PLAN that was approved. One reduced copy to 8 1/2 "X 11".	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	MODIFIED MASTER SITE PLAN. One electronic copy, one full size copy and one reduced copy to 8 1/2" X 11".	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	DEED or evidence of proprietary interest.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	APPLICATION FEE: Call County for Current Planning Fee or go to www.adaweb.net	

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200 W. Front Street, Boise, ID 83702. www.adaweb.net phone: (208)287-7900 fax: (208)287-7909



DEVELOPMENT AGREEMENT MODIFICATION CHECKLIST

A Development Agreement Modification request requires a public hearing.

GENERAL INFORMATION:

Applicant:		
Applicant	DESCRIPTION	Staff
<input checked="" type="checkbox"/>	Completed and signed Master Application	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	DETAILED LETTER by the applicant fully describing the request or project and address the following:	
<input checked="" type="checkbox"/>	Explain your interest in the original Development Agreement.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Reasons for the Development Agreement modification. (be specific & detailed)	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Any other supporting information.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Proposed modifications.	<input checked="" type="checkbox"/>
	Sections of the Development Agreement to be modified.	
	Date of original Development Agreement: <u>2/11/16</u>	
	# of Original Development Agreement: <u>11518</u>	
	Date of any modified Development Agreement: <u>N/A</u>	
	# of any previously modified Development Agreements: _____	
	File # associated with Development Agreement: _____	
	Recordation date: _____	
	Instrument #: _____	
<input checked="" type="checkbox"/>	ORIGINAL DEVELOPMENT AGREEMENT	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	APPLICATION FEE: Call County for Current Planning Fee or go to www.adaweb.net	

APPLICATION WILL NOT BE ACCEPTED UNLESS ALL APPLICABLE ITEMS ON THE FORM ARE SUBMITTED. THIS APPLICATION SHALL NOT BE CONSIDERED COMPLETE (NOR WILL A PUBLIC HEARING BE SET) UNTIL STAFF HAS RECEIVED ALL REQUIRED INFORMATION.

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July 11, 2016

Mark A. Perfect
Planning & Zoning Administrator
Ada County Development Services
200 W. Front St.
Boise, ID 83702

Re: Project No. 201503899 ZC-MSP-DA: Meridian Research Park (Franklin Sensors) –
Development Agreement and Master Site Plan Modification

Mark,

We have appreciated meeting with you and staff regarding the proposed modifications to the Meridian Research Park Site Plan. These modifications have been brought about due to the sudden changes to the public access road (Levi/Agnew) connection to Pollard Lane. In response to this change, we request a modification to the Development Agreement and Master Site Plan for Meridian Research Park. The original project was heard and approved by Board of Ada County Commissioners on February 10, 2016.

My wife and I are the owners of Meridian Research Park LLC and we were the owners when the project was heard and approved by the Board on February 10, 2016. Following approval of the board we have been moving forward with site development and building plans. We were nearly ready to submit our plans for building permits. However, on June 24, 2016 the Idaho Transportation Department (ITD) notified Meridian Research Park that ITD is realigning the access to Meridian Research Park by shifting the public entry road to a location that is approximately 170 feet south of its original location. ITD advises that they are on track to have this new road built by the end of the 2016 calendar year.

In the interest of creating a research park that is both aesthetically pleasing and functional we are requesting a modification to the Master Site Plan of Meridian Research Park so that it will align the new access road location. The original site plan for Meridian Research Park aligned its entrance with the established location of the access road to allow for the most efficient traffic flow. It also positioned the most prominent building directly behind this approach entrance as a welcoming first sight for visitors. In keeping with the function and character of the original site plan, the new Master Site Plan adjusts the entrance of Meridian Research Park to align with ITD's new access road alignment. Accordingly, the Phase 1 building has been shifted south approximately 170', and the Phase 2 building has been moved just south of Phase 1 building. Other adjustments were made as necessary to maintain the character of the original site plan.

We will continue to use best engineering, architectural, and construction practices in creating an amenity that enhances this parcel for the community as previously committed. Thank you again for your attention to this matter.



David Dorrrough
Meridian Research Park LLC

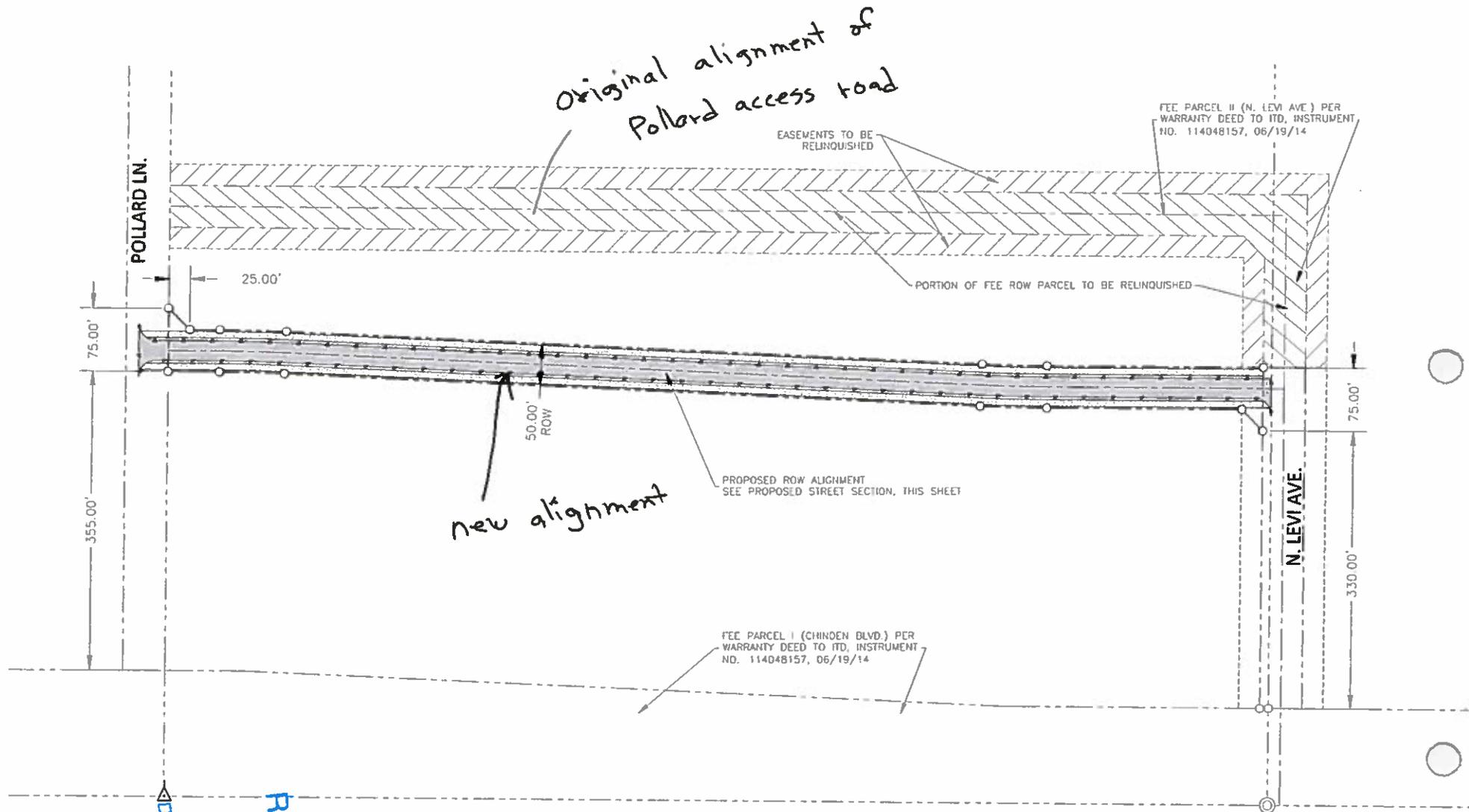
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Project # 201503899 MSP-11, DA-011

3044 W. Sugarberry Dr.
Eagle, ID 83616

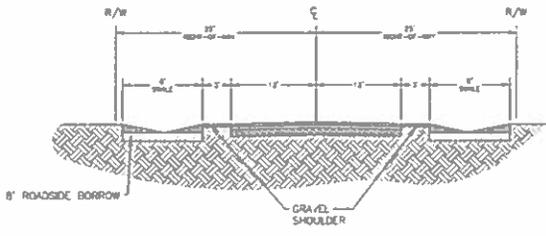
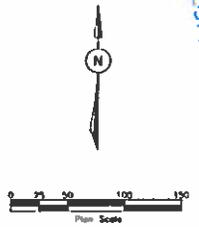
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Original alignment of Pollard access road

new alignment



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TYPICAL ROAD SECTION PROPOSED N. LEVI AVE.
 WTS

N. LEVI AVE. TO POLLARD LANE CONNECTION CONCEPT

NOT-FOR-CONSTRUCTION
 REVISED MAY 27, 2016



SITE DATA

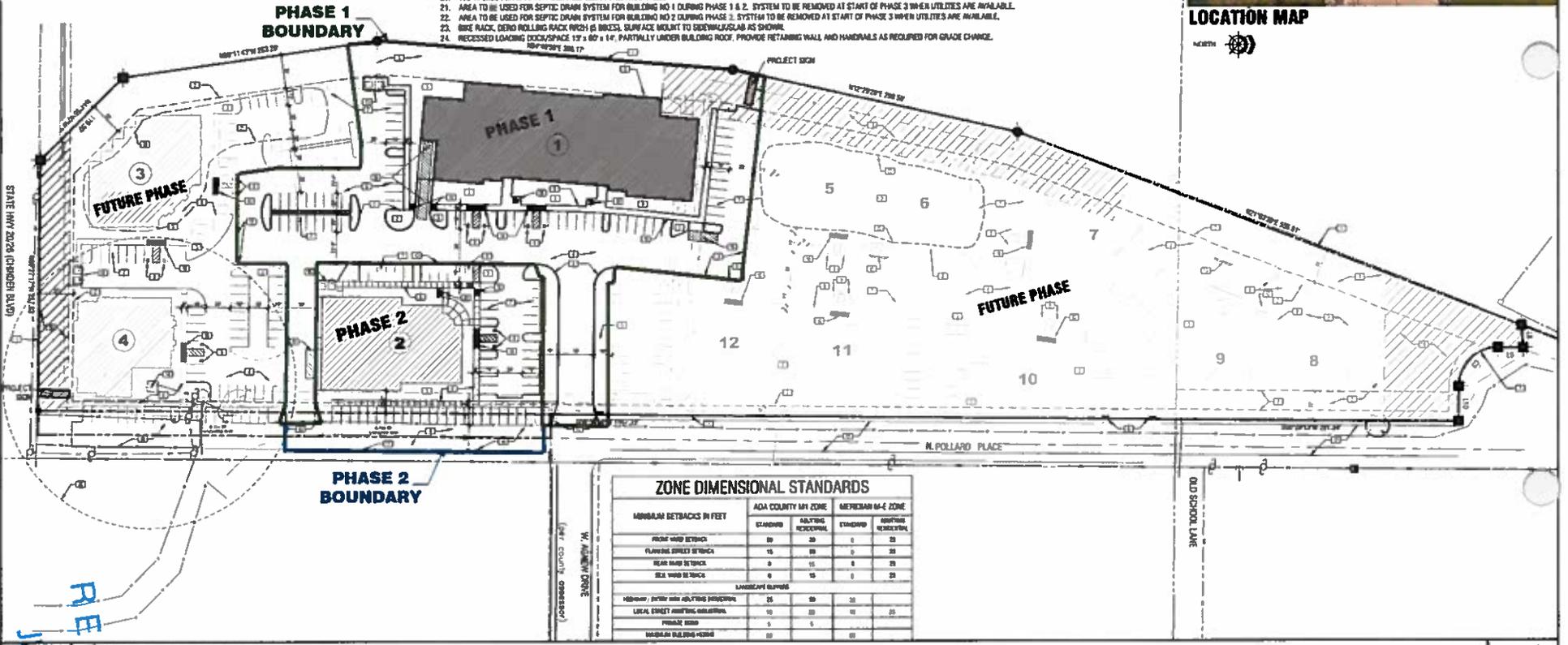
#	TOTAL BLDG AREA	% BLDG COVERAGE	PARKING ROAD (1,500)	PARKING PROVIDED	LANDSCAPE AREA	% L.S. COVERAGE	PAVING AREA	% PAVING COVERAGE
1	28523 SF	29%	52	29,096	27,000 SF	31%	30,438 SF	34%

RURAL BUILDINGS (B-10)								
1	12,400 SF	30%	13	14	12,300 SF	10%	21,000 SF	14%
2	10,300 SF	30%	7	8	17,700 SF	45%	17,000 SF	20%
3	4,700 SF	20%	17	18	11,000 SF	30%	10,500 SF	17%

- #### KEYNOTES:
- PROPERTY LINE, SEE SURVEY
 - SETBACK LINE, SEE DIMENSIONAL REQUIREMENTS, LANDSCAPE PLANTER AREA, SEE LANDSCAPE PLAN.
 - ASPHALT PAVING PER CIVIL DRAWINGS.
 - CONCRETE CURBING PER CIVIL DRAWINGS.
 - CURB RETURN ACCESS PER ACHD STANDARDS.
 - STANDARD PARKING SPACE 9' x 19' WITH 3" WIDE MARKING, PROVIDE CONCRETE WHEEL STOP WHEN NOT ADJACENT TO SIDEWALK OR CURB.
 - STANDARD 8' WIDE, 4" THICK CONCRETE SIDEWALK.
 - ACCESSIBLE PARKING SPACE WITH PAINTED SYMBOL, VERTICAL IDENTIFICATION SIGN AND DIAGONAL PAVED MARKING AT CLEAR ZONE.
 - CURB RAMP COMPLYING WITH CANO AND SECTION 408 AT ALL ACCESSIBLE PARKING AND TRANSITIONS.
 - DASHED LINE INDICATES LIMITS OF PHASE 2.
 - DASHED LINE INDICATES LIMITS OF PHASE 1.
 - DRIVEWAY APPROACHES DURING PHASE 1 TO BE CONSTRUCTED PER IDAHO SD-309 (RURAL DRIVEWAY APPROACH) WITH CURBMENT AS REQUIRED. SIDEWALKS AND ACCESSIBLE RAMP AS SHOWN TO BE CONSTRUCTED IN FUTURE PHASE AS POLLARD IS VACATED AND IMPROVED AND W. AGNEW DRIVE IS CONSTRUCTED.
 - EXISTING WELL, TO REMAIN AND BE IMPROVED AS REQUIRED FOR USE IN PHASE 1 & 2.
 - TRASH ENCLOSURE.
 - EXISTING HIGHWAY DRAINAGE EASEMENT, SEE SURVEY.
 - (1) 40' STREET SECTION WITH ATTACHED 3' SIDEWALK PER ACHD STANDARDS TO BE CONSTRUCTED IN FUTURE PHASE.
 - COMMON DRIVE IN VACATED RLD.W. TO BE CONSTRUCTED IN FUTURE PHASE.
 - 10' x 30' x 14' LOADING SPACE.
 - 150' RADIUS FOR SANITARY CONTROL CLEARANCE FROM WELL.
 - AREA TO BE USED FOR SEPTIC DRAIN SYSTEM FOR BUILDING NO 1 DURING PHASE 1 & 2. SYSTEM TO BE REMOVED AT START OF PHASE 3 WHEN UTILITIES ARE AVAILABLE.
 - AREA TO BE USED FOR SEPTIC DRAIN SYSTEM FOR BUILDING NO 2 DURING PHASE 2. SYSTEM TO BE REMOVED AT START OF PHASE 3 WHEN UTILITIES ARE AVAILABLE.
 - BIKE RACK, DRUM ROLLING RACK (RICH 6) BIKES, SLURFACE MOUNT TO SIDEWALK/LAB AS SHOWN.
 - RECESSED LOADING DOCK SPACE 13' x 60' x 14', PARTIALLY UNDER BUILDING ROOF. PROVIDE RETAINING WALL AND HANDRAILS AS REQUIRED FOR GRADE CHANGE.



LOCATION MAP



ZONE DIMENSIONAL STANDARDS

MINIMUM SETBACKS IN FEET	ADA COUNTY M1 ZONE		MERIDIAN M-1 ZONE	
	STANDARD	ADJUTING REDUCTIONS	STANDARD	ADJUTING REDUCTIONS
FRONT YARD SETBACK	20	0	0	0
FRONT STREET SETBACK	15	0	0	0
REAR YARD SETBACK	0	15	0	15
SIDE YARD SETBACK	0	15	0	15

LANDSCAPE BUFFER				
Highway / Freeway with ADJUTING REDUCTIONS	25	0	25	0
LOCAL STREET ADJUTING REDUCTIONS	10	0	10	0
PRIVATE ROAD	0	5	0	5
MINIMUM BUILDING HEIGHT	10	0	10	0

MASTER SITE PLAN

ADA COUNTY PLANNING SERVICES
 PREPARED FOR: MERIDIAN RESEARCH PARK



MERIDIAN RESEARCH PARK
 N POLLARD LANE | MERIDIAN, ID 83646
 PRELIMINARY DESIGN

PROJECT: MASTER SITE PLAN
 SHEET: 1 OF 1
 DATE: 12.16.15
A101
 © 2015 STEELE ARCHITECTURE PLLC

EXHIBIT 7
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 Project # 20150519 M&P M. DR. PM



AGREEMENT NO. 11518

**DEVELOPMENT AGREEMENT GOVERNING DEVELOPMENT
OF THE PROPERTY KNOWN AS NORTH POLLARD LANE, MERIDIAN, ID 83646**

THIS DEVELOPMENT AGREEMENT (hereinafter "Agreement") is entered into approving the rezone for the Parcel addressed as North Pollard Lane, Meridian, Idaho 83646, by and between the COUNTY OF ADA, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, party of the first part, (hereinafter "County"), and Meridian Research Park, LLC, party of the second part, (hereinafter "Owner(s)"), pursuant to the authority of Idaho Code § 67-6511A.

RECITALS

WHEREAS, the Owner(s) is the sole owner, in law and/or equity, of a certain tract of land in the County of Ada, State of Idaho, which property (hereinafter "Parcel") is more particularly described in Exhibit C attached hereto; and

WHEREAS, the County has authority to rezone the Parcel pursuant to Title 8 of the Ada County Code and § 67-6511 of the Idaho Code; and

WHEREAS, the County has authority to enter into development agreements to condition the rezone of the Parcel pursuant to Idaho Code § 67-6511A; and

WHEREAS, the Owner's(s) plans, promises made during presentations, as well as the materials contained in the application, all as appear more fully in File No. 20150333899 ZC-MSP-DA in the Ada County Office of Development Services (the "Application), are an essential inducement to the Board to approve the rezone, provided however, that all of the Developer's specific obligations are set forth elsewhere in this Agreement and in the County's written decision

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and corresponding conditions of approval and master site plan, attached hereto as Exhibits A and B respectively; and

WHEREAS, the Owner(s) desires to be assured that it may proceed with development of the Parcel in accordance with this Agreement. In order to obtain this benefit, the Owner(s) has determined that it is advantageous to Owner(s) to enter into the Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the County and the Owner(s) agree as follows:

Section 1. Development of the Project

1.1 Effective Date. In accordance with Idaho Code, § 67-6511A, this Agreement will be effective upon the publication of the Rezone Ordinance, approving the rezone of the Parcel.

1.2 Permitted Use, Density, and Intensity of Use. This Agreement shall vest the right to develop the Parcel as described and restricted in the approved application(s) File No. 20150333899 ZC-MSP-DA, and as further described and restricted by Exhibits A through C that are attached to this Agreement.

1.3 Schedule: The schedule for development of the Parcel is as contained in the Conditions of Approval attached hereto as Exhibit A. In the event the Owner(s) fails to commence or complete the development of the Parcel within the time periods herein stated, the Owner(s) shall be in default of this Agreement.

1.4 Changes in State and Federal Law. This Agreement shall not preclude the application of any law, that is specifically mandated and required by changes in state or federal laws or regulations, to the Parcel. In the event such law prevents or precludes compliance with one or more provisions of this Agreement, the County and the Owner(s) shall meet and confer to determine how provisions of this Agreement would need to be modified or suspended in order to

DEVELOPMENT AGREEMENT GOVERNING DEVELOPMENT OF THE PROPERTY
KNOWN AS NORTH POLLARD LANE MERIDIAN IDAHO – PAGE 2

n:\dev scr\meridian research park, llc da.doc

EXHIBIT 8

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comply with the law and shall prepare and process the necessary amendment(s) to this Agreement, or the Board of Ada County Commissioners may elect to terminate this Agreement pursuant to Section 3.5.

1.5 Police Power. Nothing in this Agreement shall be construed to be in derogation of the County's police power to protect the health, safety, and general welfare of the public.

1.6 Compliance with Conditions. Failure to comply with the terms of this Agreement, complete the Project, or bond for the completion of the Project shall result in a default of this Agreement by the Owners.

Section 2. Cooperation In The Event of Legal Action

2.1 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 provision of this Agreement, the County and the Owner(s) agree to cooperate in defending such action or proceeding. The County and the Owner(s) may agree to select mutually agreeable legal counsel to defend such action or proceeding, or the County and the Owner(s) may each select its own legal counsel at its own expense. In no event shall the County be required to bear the cost of such defense(s) (except for the cost of the County's own attorneys), and Owner(s) shall save and hold the County harmless from claims or awards for third party attorneys' fees and costs.

Section 3. Violation; Periodic Review; Remedies; Termination

3.1 General Provisions. Failure or unreasonable delay by the Owner(s) to perform any term or provision of this Agreement shall constitute a violation under this Agreement and may result in termination of this Agreement. Prior to termination, as set forth in Section 3.5 below, the County shall provide written notice of such violation. Said notice shall specify the nature of the alleged violation and the manner in which said violation may be satisfactorily cured. If the nature

DEVELOPMENT AGREEMENT GOVERNING DEVELOPMENT OF THE PROPERTY
KNOWN AS NORTH POLLARD LANE MERIDIAN IDAHO – PAGE 3

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of the alleged violation is such that it cannot reasonably be cured within 90 days after written notice, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

Subject to the foregoing, after notice and expiration of the 90-day period without cure, the violation will be deemed a default under this Agreement and the County, solely at its option, may institute legal proceedings pursuant to this Agreement and/or give notice of intent to terminate the Agreement, and, in either event, the Owner shall not be entitled to any additional time to cure such violation.

3.2 Periodic Review. Every two (2) years during the term of this Agreement or more frequently as the Director or the Board of Ada County Commissioners may determine is necessary in their discretion, the Owner(s) shall submit a status report detailing the status of each condition of approval to the Director of Development Services. The Director shall review the status reports periodically and the reasonable costs incurred by the County in connection with the periodic review process shall be borne by the Owner(s). If the Director finds and determines that Owner(s) has not complied with such terms and conditions, the Director shall schedule this Agreement for hearing in front of the Board of Ada County Commissioners, following the notice and hearing procedures as outlined in Idaho Code § 67-6511A. Such violation shall be subject to the provisions of Section 3.1.

3.3 Violations by County. In the event the County violates the terms of this Agreement, Owner(s) shall have all rights and remedies provided herein or under applicable law, including without limitation the right to seek specific performance by the County. But in no event shall Owner(s) have any right to monetary damages.



3.4 Excused Delay; Extension of Time of Performance.

a) In addition to specific provisions of this Agreement, performance by either the County or the Owner(s) shall not be deemed to be in default where delays or defaults are due to war, insurrection, strike, walk-out, riot, flood, earthquake, fire, casualty, or act of God.

b) As long as Owner(s) have provided governmental agencies all necessary information in a timely manner, performance hereunder shall not be deemed in default where delays or defaults are due to governmental agencies. An extension of time necessary to gain approval of another independent governmental agency as required in the conditions of approval may be granted upon written request. The grant of a time extension shall be in writing and shall specify the period of excused delay.

3.5 Termination.

a) This Agreement may be terminated, and the zoning designation upon which the use is based reverted to the previously designated District or if the previously designated District no longer exists, its closest equivalent, upon the failure by the Owner(s) to comply with the terms and conditions contained in this Agreement, after notice by the County to the Owner(s) pursuant to Section 3.1 above.

b) This agreement terminates upon completion of conditions.

3.6 Expiration of Time. In the event the Owner fails to comply with any time limits for completing the obligations required herein, this Agreement shall be terminated and the zoning designation upon which the use is based shall be reverted to the previously designated District or if the previously designated District no longer exists, its closest equivalent, after the Board has complied with the notice and hearing provisions of Idaho Code, § 67-6511A.

Section 4. Indemnification; Compliance with Law

4.1 Owner Indemnification. The Owner(s) shall defend, indemnify, and hold the County, its officers, agents, employees, contractors and subcontractors harmless for injuries to persons or property resulting from the negligence or willful conduct of the Owner(s), its officers, agents, employees, contractors and subcontractors in performing the duties described in this Agreement.

In the event the County is alleged to be liable in any manner, as a result of acts, omissions, willful conduct and/or negligence of the Owner(s), the Owner(s) shall indemnify and hold the County, its officers, agents, employees, contractors and subcontractors harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the services of the Owner(s). The Owner(s) shall defend against such allegations through counsel chosen by the County and the Owner(s) shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

4.2 County Indemnification. The County shall defend, indemnify, and hold the Owner(s), its officers, agents, employees, contractors and subcontractors harmless for injuries to persons or property resulting from the negligence or willful conduct of the County, its officers, agents, employees, contractors and subcontractors in performing the duties described in this Agreement.

4.3 Compliance with Law; Indemnification. The Owner(s) guarantees to the County that all services, programs, or activities provided by the Owner(s), its officers, agents, employees, contractors and subcontractors under this Agreement will be in accordance with all applicable federal, state, and local statutes, regulations, and requirements, including, but not limited to, the Americans with Disabilities Act (ADA). Further, the Owner(s) agrees to indemnify, defend, and

DEVELOPMENT AGREEMENT GOVERNING DEVELOPMENT OF THE PROPERTY
KNOWN AS NORTH POLLARD LANE MERIDIAN IDAHO – PAGE 6

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EXHIBIT 8

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Project # 201503899 MSP M, DA-DM

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DEVELOPMENT SERVICES

hold harmless the County for any loss, expense, or damage of any type experienced by the County as a result of Owner(s)'s violation of the guarantee requirements of this paragraph.

Section 5. Notices

5.1 Any notice, demand, or other communication (hereinafter "Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). If given by registered or certified mail, a notice shall be deemed to have been given and received on actual receipt by the addressee. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. A courtesy copy of the notice may be sent by facsimile transmission. Any party may designate any other address in substitution of the address contained herein by like written notice.

5.2 Notices shall be given to the parties at their addresses set forth below:

If to County, to:

Ada County Development Services Dept.
200 West Front Street, Room 2125
Boise, Idaho 83702
Attention: Director
Telephone: 208-287-7900
Facsimile: 208-287-7909

With copy to:

Ada County
Attn: Chief Civil Deputy Prosecuting Attorney
200 West Front Street, Room 3191
Boise, Idaho 83702
Telephone: 208-287-7700
Facsimile: 208-287-7719

If to Owner(s), to:

Meridian Research Park, LLC
3044 W. Sugarberry Drive,
Eagle, ID 83616.

DEVELOPMENT AGREEMENT GOVERNING DEVELOPMENT OF THE PROPERTY
KNOWN AS NORTH POLLARD LANE MERIDIAN IDAHO – PAGE 7

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Section 6. Assignment

6.1 If all or any portion of the Parcel is transferred by the Owner(s) to any person or entity (hereinafter "Transferee"), the Owner(s) may assign or transfer to Transferee all or any portion of its interests, rights, or obligations under this Agreement with respect to the transferred Parcel. No fewer than thirty (30) days prior to entering into an Assignment for all or any portion of the Parcel, the Owner(s) shall submit to the Director of Development Services a draft of the Assignment, Conditions of Approval(s) and any other obligations detailing the obligations to be assumed by Transferee pursuant to the Assignment.

6.2 Review. Prior to accepting an assignment, the County shall determine whether the Transferee has the financial capacity to perform the obligations of the Owner(s) as contained in this Agreement. The Owner(s) and Transferee shall cooperate with the County by providing the documents and information the County may deem necessary to review the financial capacity of the Transferee.

6.3 The Owner(s) shall continue to be responsible for performing the obligations under this Agreement as to the transferred Parcel until such time as there is delivered to the County a legally binding instrument, in a form approved by the County, whereby Transferee agrees to perform all Conditions of Approval(s), and/or other obligations of this Agreement applicable to the transferred Parcel as set forth in Idaho Code § 67-6511A.

Section 7. Entire Agreement, Counterparts, Exhibits, Recording

7.1 Merger And Integration. This writing embodies the whole Agreement. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the County and the Owner(s) are superseded by this Agreement.

DEVELOPMENT AGREEMENT GOVERNING DEVELOPMENT OF THE PROPERTY
KNOWN AS NORTH POLLARD LANE MERIDIAN IDAHO – PAGE 8
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Page 8 of 24
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7.2 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

Exhibit A – Conditions of Approval (2 page(s))

Exhibit B – Master Site Plan (1 page)

Exhibit C – Warranty Deed containing the legal description (6 page(s))

7.3 Incorporation of Recitals. The Recitals to this Agreement are incorporated into this Agreement by this reference as if fully set forth herein.

7.4 Recordation of Agreement. The County shall record an executed original of this Agreement at the Ada County Recorder's Office. The Owner(s) agrees to pay all recording fees necessary to record this Agreement with the Ada County Recorder's Office.

Section 8. Covenants Appurtenant to the Project

8.1 All covenants and conditions set forth herein shall be appurtenant to and run with the Parcel and shall be binding upon the Owner(s)'s heirs, successors, and assigns.

Section 9. Miscellaneous

9.1 Amendment. Modifications to this Agreement may be made only by the written permission of the Board of Ada County Commissioners after complying with the notice and hearing provisions of Idaho Code, § 67-6511A. Any amendment(s) to this Agreement shall be recorded at the Owner(s) expense.

9.2 Interpretation: Unless otherwise specifically defined herein, capitalized terms used herein shall have the same meaning as ascribed to such terms either in the Local Land Use Planning Act, Idaho Code §§ 67-6501 *et seq.* or Title 8 of the Ada County Code, as the case may be. In the event of any conflict between terms in the state statute and terms in the County Code, the terms in

the state statute shall prevail. Any term contained in this Agreement not so defined shall be given general common understanding.

9.3 No Agency, Joint Venture or Partnership. The County and the Owner(s) hereby renounce the existence of any form of joint venture or partnership between the County and the Owner(s) and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the County and the Owner(s) joint ventures or partners.

9.4 Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be disregarded and this Agreement shall continue in effect. However, if such provision is not severable from the balance of the Agreement so that the mutually dependent rights and obligations of the parties remain materially unaffected, this Agreement shall become void.

9.5 Construction. This Agreement has been reviewed by the Owner(s) and the Owner(s) has had the opportunity to have its legal counsel review and revise the Agreement; therefore, the County and Owner(s) agree that no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

9.6 Choice of Law. This Agreement and its performance shall be construed in accordance with and governed by the laws of the state of Idaho, with venue for any action brought pursuant to this Agreement to be in the Fourth Judicial District, State of Idaho.

9.7 Waivers. No provision or condition of this Agreement shall be considered waived unless duly amended as provided for in Section 9.1. The failure of the County to require strict performance of any term or condition of this Agreement or to exercise any option herein conferred

DEVELOPMENT AGREEMENT GOVERNING DEVELOPMENT OF THE PROPERTY
KNOWN AS NORTH POLLARD LANE MERIDIAN IDAHO – PAGE 10

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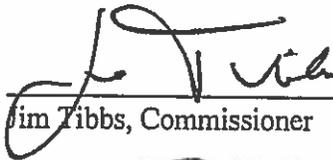
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in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition, but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of the County.

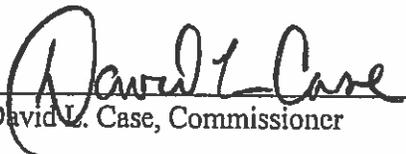
9.8 Third Party Beneficiaries. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

Board of Ada County Commissioners

By: 
Jim Tibbs, Commissioner

By: 
Rick Yzaguirre, Commissioner

By: 
David L. Case, Commissioner

ATTEST:


Christopher D. Rich, Ada County Clerk

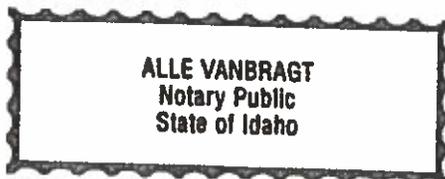
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Owner Meridian Research Park, LLC

By: David M. Dorrough
David M. Dorrough

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of Feb., 2016, before me, a Notary Public, personally appeared David Dorrough, known or identified to me to be the governor of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.



Alle Vanbragt
Notary Public for Idaho
Commission Expires 02/20/2019

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EXHIBIT A
CONDITIONS OF APPROVAL

(2 pages – attached)

DEVELOPMENT AGREEMENT GOVERNING DEVELOPMENT OF THE PROPERTY
KNOWN AS NORTH POLLARD LANE MERIDIAN IDAHO – EXHIBIT A
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EXHIBIT A

CONDITIONS OF APPROVAL

REQUIRED ACTIONS. THE FOLLOWING LIST DETAILS THE TASKS THAT MUST BE COMPLETED BEFORE THE APPROVAL OF PROJECT #201503899 ZC-MSP-DA WILL BE CONSIDERED FINAL. THE APPLICANT AND/OR OWNER HAVE UNTIL TWO YEARS OF THE WRITTEN DECISION TO COMPLETE THE REQUIRED ACTIONS AND TO OBTAIN A ZONING CERTIFICATE UNLESS A TIME EXTENSION IS GRANTED. SEE SECTION 8-7-6 OF THE ADA COUNTY CODE FOR INFORMATION ON TIME EXTENSIONS. IF A BUILDING PERMIT IS REQUIRED, THE ZONING CERTIFICATE SHALL BE ISSUED WITH THE BUILDING PERMIT. THIS APPROVAL SHALL BECOME VOID IF A VALID ZONING CERTIFICATE HAS NOT BEEN ISSUED BY THAT DATE. SITE IMPROVEMENTS ARE NOT ALLOWED UNTIL THE ZONING CERTIFICATE HAS BEEN ISSUED.

1. The applicant and/or owner shall obtain written approval of the development (site plan and/or use) from the agencies noted below. All site improvements are prohibited prior to approval of these agencies.
 - a) Central District Health must approve the septic permit.
 - b) The Meridian Fire District must approve all fire flow requirements and/or building plans.
 - c) The Settlers Irrigation District or the Boise Project Board of Control must approve all proposed modifications to the existing irrigation system.
 - d) The County Engineer must approve a surface drainage run-off plan. The plan shall contain all proposed site grading. Please contact the County Engineer at 287-7900 for fee and application information. See Section 8-4A-11 of the Ada County Code for drainage plan standards.
2. As required by the Board, the master site plan shall be modified to include the following items:
 - a) If the right-of-way for N. Pollard Lane is not vacated between Chinden Blvd. and the proposed W. Agnew Drive the applicant and/or owner shall submit a new landscape and parking plan for Phase 2 of the project.
3. If required by the Ada County Building Code as set forth in Title 7, Chapter 2, of the Ada County Code, the applicant and/or owner shall obtain a building permit prior to commencing any development. Please contact the County Building Official at 287-7900 for fee and application information. The design and construction of the development shall comply with the approved and stamped master site plan and the Ada County Code.
4. The applicant and/or owner shall obtain written verification from ACHD that they have approved the construction of the driveway approach for proper ingress and egress of the development site. The verification must be on agency letterhead referring to the approved use.
5. Phase 2 is NOT to be constructed until such time as the future connection is constructed

CONDITIONS OF APPROVAL
Project #201503899 ZC-MSP-DA
David Dorough

EXHIBIT 8
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EXHIBIT A

for the new section of Levi Lane and Agnew Drive; and the access at SH-20/26/Chinden Boulevard and Pollard Lane is closed.

6. Once construction is complete, the applicant shall request a zoning compliance inspection from the Development Services Department. Staff will check for compliance with the approved master site plan. The Director must approve any modification and/or expansion to the master site plan. See Section 8-4E-3 of the Ada County Code.
7. A Certificate of Occupancy will be issued when all of the above conditions have been met. In the event conditions cannot be met by the desired date of occupancy, the owner and/or applicant may request a surety agreement in lieu of completing the improvements. See Title 8, Chapter 4, Article K of the Ada County Code for the terms and regulations of surety agreements.

TERMS OF APPROVAL. THE FOLLOWING TERMS MUST BE COMPLIED WITH AT ALL TIMES OR YOUR APPROVAL MAY BE REVOKED.

8. The Director must approve any modification and/or expansion to the master site plan. See Section 8-4E-3 of the Ada County Code.
9. Any future phases beyond the initial two (2) phases shown on the master site plan shall require connection to municipal water and sewer.
10. The use must comply with the specific use standards for a Research and Development Facility in Section 8-5-3 of the Ada County Code.
11. The property must be managed and maintained consistent with the standard regulations in Title 8, Chapter 4, Article A of the Ada County Code. Please note that this Article contains specific regulations regarding the accumulation of junk, atmospheric emissions, construction sites, hazardous material storage, outdoor public address systems, outdoor storage of chemicals and fertilizers, transmission line corridors, and utilities.
12. Any lighting on the site shall comply with the lighting regulations in Title 8, Chapter 4, Article H, of the Ada County Code.
13. Any signage must comply with Title 8, Chapter 4, Article I, of the Ada County Code.
14. The use must comply with the noise regulations in Ada County Code, Title 5, Chapter 13.
15. For projects where the Board approved a phasing plan, the phases shall be completed as noted in the phasing plan.

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Project # 201503899 MSP-M, DA-DM

CONDITIONS OF APPROVAL
Project #201503899 ZC-MSP-DA
David Dorrrough

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EXHIBIT B

SITE PLAN

(1 page – attached)

EXHIBIT 8
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DEVELOPMENT AGREEMENT GOVERNING DEVELOPMENT OF THE PROPERTY
KNOWN AS NORTH POLLARD LANE MERIDIAN IDAHO – EXHIBIT B

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EXHIBIT C
WARRANTY DEED

(6 pages – attached)

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DEVELOPMENT AGREEMENT GOVERNING DEVELOPMENT OF THE PROPERTY
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100 10th Avenue South
Nampa, ID 83651

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

File No. 579256 BA/GL

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs-6 LISA BATT
PIONEER TITLE COMPANY OF ADA COUNTY
2015-089939
09/28/2015 04:44 PM
\$25.00

WARRANTY DEED

For Value Received

- Marilyn I Brandt, a single woman, ns to an undivided 50% interest;
- Biblical Studies Center, Inc., an Idaho Religious Corporation, as to an undivided 3% interest;
- Love INC of Treasure Valley, an Idaho Non Profit Corporation, as to an undivided 15% interest;
- Launch Ministries, Inc., an Idaho Religious Corporation, as to an undivided 3% interest;
- Caring Hearts and Hands of Hope, Inc., an Idaho Non-Profit Corporation, as to an undivided 15% interest;
- Rhythmsy, LLC, an Idaho limited liability company, as to an undivided 5% interest;
- International Missionary Network, Inc., an Idaho Non-Profit Corporation, as to an undivided 3% interest;
- LHBH Foundation, an Oregon Non-Profit Corporation, as to an undivided 3% interest;
- Fellowship of Christian Athletes, an Oklahoma Non-Profit Corporation, as to an undivided 3% interest.

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Meridian Research Park, LLC

hereinafter referred to as Grantee, whose current address is

bt
3044 W. Sugarberry Dr.
Eagle, ID 83616

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: September 22, 2015

Love INC of Treasure Valley, as to an undivided 15% interest

By: *Lois Tappi*
Lois Tappi, Executive Director

Marilyn I. Brandt
Marilyn I. Brandt

Biblical Studies Center, Inc., as to an undivided 3% interest

By: *Bill Pubols*
Bill Pubols, Executive Director

Launch Ministries, Inc., as to an undivided 3% interest

By: *Rock Brown*
Rock Brown, Executive Director & President

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Caring Hearts and Hands of Hope, Inc., as to an undivided 15% interest

By: [Signature]
Vincent Muli Kituku, authorized agent

Rhythms, LLC, as to an undivided 5% interest

By: [Signature]
Derek Leavitt, Chairman

International Missionary Network, Inc., as to an undivided 3% interest

By: [Signature]
Rev. Gustavo Zlmik, authorized signatory by the board members of International Missionary Network, Inc.

Fellowship of Christian Athletes, as to an undivided 3% interest

By: _____
Ken Williams, Executive Director

by: _____

LFBH Foundation, as to an undivided 3% interest

By: _____
Gary Streaty, President

By: Wendy Goodyear, Treasurer

State of Idaho, County of Canyon

On this 22nd day of September in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~Marilyn I. Brandt~~ Marilyn I. Brandt known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

[Signature]

Residing at: _____
Commission Expires: Blanca E. Acosta
Residing in Nampa, Idaho
My Commission Expires 9/16/2017

BLANCA E. ACOSTA
NOTARY PUBLIC
STATE OF IDAHO

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Rhythms, LLC, as to an undivided 5% interest

By: [Signature]
Derek Leavitt, Chairman

International Missionary Network, Inc., as to an undivided 3% interest

By: [Signature]
Rev. Cosmo Zimik, authorized signatory by the board members of International Missionary Network, Inc.

Fellowship of Christian Athletes, as to an undivided 3% interest

By: [Signature]
Ken Williams, Executive Director

by: _____

LHBH Foundation, as to an undivided 3% interest

By: _____
Gary Stoenly, President

By: Wendy Goodyear, Treasurer
State of Idaho

County of Canyon 55.

On this 22nd day of September, 2015, before me, the undersigned, a Notary Public, in and for said State, personally appeared Derek Leavitt known to me, and/or identified to me on the basis of satisfactory evidence, to be the Chairman of the Limited Liability Company to the within instrument and acknowledged to me that such Limited Liability Company executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]
Notary Public
Residing at:
Commission Expires:

STATE OF IDAHO

State of Idaho, County of Canyon

On this 22nd day of September in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Rev. Cosmo Zimik known or identified to me to be the authorized signatory by the board members of International Missionary Network, Inc., that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

[Signature]
Residing at: Nampa, ID
Commission Expires: 9-16-2017

BLANCA E. ACOSTA
NOTARY PUBLIC
STATE OF IDAHO

On this 23 day of September in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Ken Williams, known or identified to me to be the Executive Director of the corporation that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

[Signature]
Residing at: Missouri
Commission Expires: August 28, 2019

DEBORAH D. PEARSON
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: August 28, 2019
Commission Number: 15223608

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ADA COUNTY
DEVELOPMENT SERVICES

Caring Hearts and Hands of Hope, Inc., as to an undivided 15% interest

By: [Signature]
Vincent Mull Kihuku, authorized agent

Rhythms LLC, as to an undivided 3% interest

By: [Signature]
Derek Leavitt, Chairman

International Missionary Network, Inc., as to an undivided 3% interest

By: [Signature]
Alex. Puzino Zimik, authorized signatory by the board members of International Missionary Network, Inc.

Fellowship of Christian Athletes, as to an undivided 3% interest

By: [Signature]
Ken Williams, Executive Director

by: _____

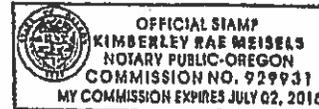
LHBH Foundation, as to an undivided 3% interest

By: [Signature]
Gary Sireally, President
By: [Signature]
Wendy Goodyear, Treasurer

State of Idaho, County of Canyon

On this 22nd day of September in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Marilyn Marilyn I. Brandt known or identified to me to be the person/persons whose name(s) is/are subscribed to the written instrument, and acknowledged to me that he/she/they executed the same.

Residing at: _____
Commission Expires: _____



State of OREGON, County of WASHINGTON

On this 22nd day of SEPTEMBER in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared

WENDY GOODYEAR GARY SIREALLY known or identified to me to be the TREASURER & PRESIDENT of the corporation that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Kimberley Meisels
Residing at: SEASIDE OR
Commission Expires: 7/2/16

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

Kimberley Meisels
Notary Public Signature

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State of Idaho, County of Canyon

On this 22nd day of September in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Lois Tupy, known or identified to me to be the Executive Director of Love INC of Treasure Valley that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


Residing at: Nampa, ID
Commission Expires: 9-16-2017

BLANCA E. ACOSTA
NOTARY PUBLIC
STATE OF IDAHO

State of Idaho, County of Canyon

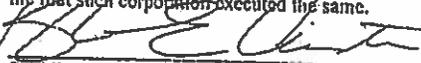
On this 22nd day of September in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Bill Pubols, known or identified to me to be the Executive Director of Biblical Studies Center, Inc. that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


Residing at: Nampa, ID
Commission Expires: 9-16-2017

BLANCA E. ACOSTA
NOTARY PUBLIC
STATE OF IDAHO

State of Idaho, County of Canyon

On this 22nd day of September in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Rock Brown, known or identified to me to be the Executive Director & President of Launch Ministries, Inc. that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


Residing at: Nampa, ID
Commission Expires: 9-16-2017

BLANCA E. ACOSTA
NOTARY PUBLIC
STATE OF IDAHO

State of Idaho, County of Canyon

On this 22nd day of September in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Vincent Muli Ktaku, known or identified to me to be the Authorized Agent for Caring Hearts and Hands of Hope, Inc. that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


Residing at: Nampa, ID
Commission Expires: 9-16-2017

BLANCA E. ACOSTA
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT 8
Page 23 of 24
Project # 201503870 MSPM, DA-DM

RECEIVED
JUL 12 2016
ADA COUNTY
DEVELOPMENT SERVICES

EXHIBIT A

Parcel 50421316500:

A parcel of land located in the SW 1/2 of the Southwest quarter of Section 21, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 21, as shown on said Record of Survey No. 10034; thence, along the southerly line of said Section 21,

- A) S.49°27'17"E., 1304.74 feet; thence,
- B) N.03°34'56"E., 150.00 feet to the north right-of-way line of US Highway 26/26; thence, along said line,
- C) N.89°27'17"., 50.00 feet to the REAL POINT OF BEGINNING; thence, continuing along said north right-of-way line,
 - 1) N. 89°27'17"W., 257.63 feet to the east right-of-way line of State Highway 16; thence, along said line the following courses:
 - 2) N.44°55'40"W., 119.50 feet; thence
 - 3) N.08°11'43"W., 263.20 feet; thence,
 - 4) N.04°49'50"E., 366.17 feet; thence,
 - 5) N.12°29'28"E., 299.55 feet; thence,
 - 6) N.21°03'39"E., 555.81 feet; thence, leaving said line,
 - 7) N.85°48'43"E., 23.14 feet to the westerly right-of-way line of N. Pollard Place; thence, along said line the following courses:
 - 8) S.00°29'13"W., 26.03 feet; thence
 - 9) Southeastwardly along a curve to the left having a radius of 41.00 feet, an arc length of 62.83 feet, through a central angle of 90°00'00", and a long a chord which bears S.44°30'47"E., 56.57 feet to a point of tangency; thence,
 - 10) S.89°30'47"E., 36.00 feet; thence,
 - 11) S.00°29'13"W., 291.31 feet; thence,
 - 12) S.00°34'57"W., 1167.28 feet to the REAL POINT OF BEGINNING.

Handwritten notes:
 DP
 MK
 MSK
 RB
 GS
 WG
 C.Z.
 DP

EXHIBIT 8
 Page 24 of 24
 Project # 201508919 MSP-M, DA-DM

RECEIVED
 JUL 12 2016
 ADA COUNTY
 DEVELOPMENT SERVICES



100 10th Avenue South
Nampa, ID 83651

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=6 LISA BATT
PIONEER TITLE COMPANY OF ADA COUNTY

2015-089939
09/28/2015 04:44 PM
\$25.00

File No. 579256 BA/GL

WARRANTY DEED

For Value Received

- Marilyn I Brandt, a single woman, as to an undivided 50% interest;
- Biblical Studies Center, Inc., an Idaho Religious Corporation, as to an undivided 3% interest;
- Love INC of Treasure Valley, an Idaho Non Profit Corporation, as to an undivided 15% interest;
- Launch Ministries, Inc., an Idaho Religious Corporation, as to an undivided 3% interest;
- Caring Hearts and Hands of Hope, Inc., an Idaho Non-Profit Corporation, as to an undivided 15% interest;
- Rhythmsy, LLC, an Idaho limited liability company, as to an undivided 5% interest;
- International Missionary Network, Inc., an Idaho Non-Profit Corporation, as to an undivided 3% interest;
- LHBH Foundation, an Oregon Non-Profit Corporation, as to an undivided 3% interest;
- Fellowship of Christian Athletes, an Oklahoma Non-Profit Corporation, as to an undivided 3% interest.

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Meridian Research Park, LLC

hereinafter referred to as Grantee, whose current address is

BT
3044 W. Sugarberry Dr.
Eagle, ID 83616

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: September 22, 2015

Love INC of Treasure Valley, as to an undivided 15% interest

By: *Lois Tupy*
Lois Tupy, Executive Director

Marilyn I. Brandt
Marilyn I. Brandt

Biblical Studies Center, Inc., as to an undivided 3% interest

By: *Bill Pubols*
Bill Pubols, Executive Director

Launch Ministries, Inc., as to an undivided 3% interest

By: *Rock Brown*
Rock Brown, Executive Director & President

RECEIVED

JUL 12 2016

ADA COUNTY DEVELOPMENT SERVICES

EXHIBIT 9
Page 1 of 6
Project # 201502899 MSR-M, DP-01

Caring Hearts and Hands () pe, Inc., as to an undivided 15% interest

By: V. Kituku
Vincent Muli Kituku, authorized agent

Rhythms, LLC, as to an undivided 5% interest

By: Derek Leavitt
Derek Leavitt, Chairman

International Missionary Network, Inc., as to an undivided 3% interest

By: Rev. Goshio Zimik
Rev. Goshio Zimik, authorized signatory by the board members of International Missionary Network, Inc.

Fellowship of Christian Athletes, as to an undivided 3% interest

By: Ken Williams
Ken Williams, Executive Director

by: _____

LHBH Foundation, as to an undivided 3% interest

By: Gary Streatly
Gary Streatly, President

By: Wendy Goodyear, Treasurer

State of Idaho, County of Canyon

On this 22nd day of September in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~John~~ Marilyn L. Brandt known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Blanca E. Acosta

Residing at: _____
Commission Expires: Blanca E. Acosta
Residing in Nampa, Idaho
My Commission Expires 9/18/2017

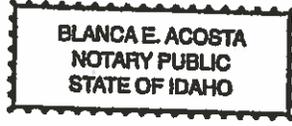


EXHIBIT 9
Page 2 of 6
Project # 201503899 MS1-M, DA-DM

RECEIVED
JUL 12 2016
ADA COUNTY
DEVELOPMENT SERVICES

Rhythms, LLC, as to an undivided 5% interest

By: [Signature]
Derek Leavitt, Chairman

International Missionary Network, Inc., as to an undivided 3% interest

By: [Signature]
Rev. Cosmo Zimik, authorized signatory by the board members of International Missionary Network, Inc.

Fellowship of Christian Athletes, as to an undivided 3% interest

By: [Signature]
Ken Williams, Executive Director

by: _____

LHBH Foundation, as to an undivided 3% interest

By: _____
Gary Streatly, President

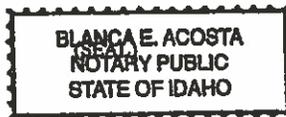
By: Wendy Goodyear, Treasurer
State of Idaho

County of Canyon ss.

On this 22nd day of September, 2015, before me, the undersigned, a Notary Public, in and for said State, personally appeared Derek Leavitt known to me, and/or identified to me on the basis of satisfactory evidence, to be the Chairman of the Limited Liability Company to the within instrument and acknowledged to me that such Limited Liability Company executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

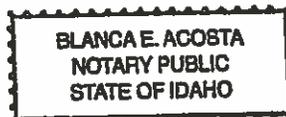
[Signature]
Notary Public
Residing at:
Commission Expires:



State of Idaho, County of Canyon

On this 22nd day of September in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Rev. Cosmo Zimik, known or identified to me to be the authorized signatory by the board members of International Missionary Network, Inc., that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

[Signature]
Residing at: Nampa, ID
Commission Expires: 9-16-2017



On this 23 day of September in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Ken Williams, known or identified to me to be the Executive Director of the corporation that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

[Signature]
Residing at: Missouri
Commission Expires: August 28, 2019

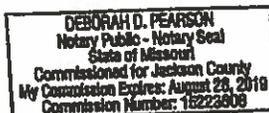


EXHIBIT 9
Page 3 of 6
Project # 201503899 MSP.M, DA 011

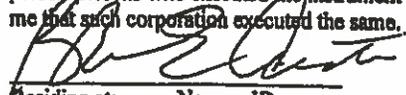
RECEIVED

JUL 12 2016

ADA COUNTY DEVELOPMENT SERVICES

State of Idaho, County of Canyon

On this 22nd day of September in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Lois Tupy, known or identified to me to be the Executive Director of Love INC of Treasure Valley that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


Residing at: Nampa, ID
Commission Expires: 9-16-2017

BLANCA E. ACOSTA
NOTARY PUBLIC
STATE OF IDAHO

State of Idaho, County of Canyon

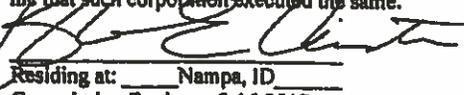
On this 22nd day of September in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Bill Pubols, known or identified to me to be the Executive Director of Biblical Studies Center, Inc. that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


Residing at: Nampa, ID
Commission Expires: 9-16-2017

BLANCA E. ACOSTA
NOTARY PUBLIC
STATE OF IDAHO

State of Idaho, County of Canyon

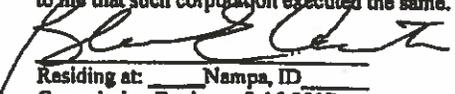
On this 22nd day of September in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Rock Brown, known or identified to me to be the Executive Director & President of Launch Ministries, Inc. that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


Residing at: Nampa, ID
Commission Expires: 9-16-2017

BLANCA E. ACOSTA
NOTARY PUBLIC
STATE OF IDAHO

State of Idaho, County of Canyon

On this 22nd day of September in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Vincent Muli Kituku, known or identified to me to be the Authorized Agent for Caring Hearts and Hands of Hope, Inc. that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


Residing at: Nampa, ID
Commission Expires: 9-16-2017

BLANCA E. ACOSTA
NOTARY PUBLIC
STATE OF IDAHO

RECEIVED
JUL 12 2016
ADA COUNTY
DEVELOPMENT SERVICES

EXHIBIT A

Parcel S0421336500:

A parcel of land located in the W 1/2 of the Southwest quarter of Section 21, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 21, as shown on said Record of Survey No. 10034; thence, along the southerly line of said Section 21,

- A) S.89°27'17"E., 1304.74 feet; thence,
- B) N.00°34'56"E., 150.00 feet to the north right-of-way line of US Highway 20/26; thence, along said line,
- C) N.89°27'17", 50.00 feet to the REAL POINT OF BEGINNING; thence, continuing along said north right-of-way line,
 - 1) N. 89°27'17"W., 257.63 feet to the east right-of-way line of State Highway 16; thence, along said line the following courses:
 - 2) N.44°55'40"W., 119.50 feet; thence
 - 3) N.08°11'43"W., 263.20 feet; thence,
 - 4) N.04°49'30"E., 366.17 feet; thence,
 - 5) N.12°29'28"E., 299.55 feet; thence,
 - 6) N.21°03'39"E., 553.81 feet; thence, leaving said line,
 - 7) N.15°48'43"E., 23.14 feet to the westerly right-of-way line of N. Pollard Place; thence, along said line the following courses:
 - 8) S.00°29'13"W., 26.03 feet; thence
 - 9) Southeastery along a curve to the left having a radius of 41.00 feet, an arc length of 62.83 feet, through a central angle of 90°00'00", and a long a chord which bears S.44°30'47"E., 56.57 feet to a point of tangency; thence,
 - 10) S.89°30'47"E., 36.00 feet; thence,
 - 11) S.00°29'13"W., 291.38 feet; thence,
 - 12) S.00°34'57"W., 1167.28 feet to the REAL POINT OF BEGINNING.

Handwritten notes and signatures:

WA
 DJ
 MK
 RB
 GS
 WG
 CZ

EXHIBIT 9
 Page 6 of 6
 Project # 201503899 HSP, H. 0A-0M

RECEIVED
 JUL 12 2016
 ADA COUNTY
 DEVELOPMENT SERVICES



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

FILED EFFECTIVE

Title 30, Chapters 21 and 25, Idaho Code

Base Filing fee: \$100.00.

2015 JUL 31 AM 8:57

Complete and submit the application in duplicate.

**SECRETARY OF STATE
STATE OF IDAHO**

1. The name of the limited liability company is:

Meridian Research Park LLC

(Remember to include the words "Limited Liability Company," "Limited Company," or the abbreviations L.L.C., LLC, or LC)

2. The complete street and mailing addresses of the principal office is:

3044 W. Sugarberry Dr.

Eagle

ID 83616

(Street Address)

(City)

(State)

(Zipcode)

(Mailing Address, if different)

(City)

(State)

(Zipcode)

3. The name and complete street address of the registered agent:

David M Dorrough

3044 W. Sugarberry Dr.

Eagle

ID 83616

(Name)

(Address)

(City)

(State)

(Zipcode)

4. The name and address of at least one governor of the limited liability company:

Michelle T. Dorrough

3044 W. Sugarberry Dr.

Eagle

ID 83616

(Name)

(Address)

(City)

(State)

(Zipcode)

David Dorrough

3044 W. Sugarberry Dr.

Eagle

ID 83616

(Name)

(Address)

(City)

(State)

(Zipcode)

(Name)

(Address)

(City)

(State)

(Zipcode)

(Name)

(Address)

(City)

(State)

(Zipcode)

5. Mailing address for future correspondence (annual report notices):

3044 W. Sugarberry Dr.

Eagle

ID 83616

(Address)

(City)

(State)

(Zipcode)

Signature of organizer(s).

Printed Name: **David M. Dorrough**

Signature: *David Dorrough*

Printed Name: **Michelle T. Dorrough**

Signature: *Michelle T. Dorrough*

Secretary of State use only
IDAHO SECRETARY OF STATE
07/31/2015 05:00
CK:2050 CT:304445 BH:1486175
1@ 100.00 = 100.00 ORGAN LLC #2

W154534 RECEIVED
JUL 12 2015

EXHIBIT 10
Page 1 of 1
Project # 2015038781 MSP H, DP-DM

ADA COUNTY
DEVELOPMENT SERVICES



ADA COUNTY
Development Services Department

July 14, 2016

David Dorrrough
3044 W. Sugarberry Dr.
Eagle, ID 83616

**RE: PROJECT #201503899 MSP-M DA-M; MERIDIAN RESEARCH
PARK**

Dear Mr. Dorrrough;

This is to notify you that your application has been scheduled to be heard by the Board of Ada County Commissioners on **September 14, 2016**. This hearing will begin at 6:00 p.m. and will be held in the Commissioners Main Hearing Room #1235, on the first floor, 200 W. Front Street, Boise, ID. You or your representative must be present.

A copy of the staff report will be sent to you (and available online) prior to the meeting. Please contact me if you have any questions or comments regarding this application, the staff report, or any conditions, which may be attached to the staff report. I can be reached at 287-7913 or via e-mail at bdanielson@adaweb.net.

In accordance with State law, "Notice of Public Hearing" must be posted on the site. Ada County recently amended the code to require the applicant to post the sign.

The sign is required to be posted ten (10) days in advance of the hearing. If the property is not posted correctly or the certification form is not submitted to Development Services at least seven (7) days prior to the public hearing, the application will be tabled until the next available hearing date. The certification form is available to download on our website at www.adaweb.net/DevelopmentServices. The sign is required to be taken down no later than three (3) days after the final decision. If there are multiple hearings on the application, the sign does not need to be taken down between hearings. However, the sign will need to be updated with the new hearing dates as the application goes through the hearing process.

Sincerely,

Brent Danielson, AICP
Associate Planner
Ada County Development Services, Planning & Zoning Division

Cc: Jay Walker, 9808 JR Way, Middleton, ID 83644

EXHIBIT 11
Page 1 of 1
Project # 201503899 MSP M, DA-0M

Megan M. Leatherman, MCRP
Director

Ada County Courthouse
200 West Front Street
Boise ID 83702
208.287.7900
Fax 208.287.7909
www.adacounty.id.gov

Department Divisions
Building
Engineering & Surveying
Permitting
Planning & Zoning

Ada County Commissioners
Jim Tibbs, First District
Rick Yzaguirre, Second District
David L. Case, Third District

Brent Danielson

From: Brent Danielson
Sent: Thursday, July 21, 2016 3:05 PM
To: chornsby@idahopower.com; amurray@idahopower.com; lbishop@idahopower.com; hatch.lohrea@meridianschools.org; laurenboehlke@yahoo.com; carla.bernardi@cableone.biz; mreno@cdhd.idaho.gov; lbadigia@cdhd.idaho.gov; cmiller@compassidaho.org; rward@idfg.idaho.gov; danielle.robbs@deq.idaho.gov; westerninfo@idwr.idaho.gov; aaron.golart@idwr.idaho.gov; jim.morrison@itd.idaho.gov; shona.tonkin@itd.idaho.gov; ken.couch@itd.idaho.gov; mark.wasdahl@itd.idaho.gov; msinglet@intgas.com; mhill@meridiancity.org; meridianfire@meridiancity.org; gretchen@mld.org; velta@nyid.org; starcemetery@msn.com; swidrcd@idahorcd.org; Darby Weston; Darby Weston; clittle@achdidaho.org; syarrington@achdidaho.org; info@westernada.com; Brian Wilbur; cherylwright@cwidaho.cc; Mark Ferm; Angela Gilman; Jean Schaffer; nathan@settlersirrigation.org; Jerry Servatius; rkinney@republicservices.com; jstuber@republicservices.com; Brent Danielson
Cc: Brent Danielson
Subject: Ada County Application Transmittal Notice.



File Number: 201503899-DA / DA-DM / DA-M / MSP / ZC	X-Reference: 201503899 ZC-MSP-DA
Description: An administrative modification to the Board approved master site plan and a corresponding development agreement modification due to ITD realigning the east-west access road (Agnew Drive) between Pollard Lane and Levi Lane.	
Reviewing Body: BOCC	Hearing Date: 9/14/2016
Applicant: ALL TERRA CONSULTING	P&Z Recommendation:
Property: The property contains 10.270 acres and is located at N POLLARD LN MERIDIAN 83646, Section 21 4N 1W.	

Ada County Development Services is requesting comments and recommendations on the application referenced above. To review detailed information about the request please either click on the file number identified above, or visit the Ada County Development Service’s Application Tracking System (ATS) web site at gisx.adaweb.net/acdsv2/ and search by file number. Hover over the pushpin that appears on the map with your mouse and select “Additional Info” from the pop-up box. You will then be able to review individual documents, drawings and other information detailing the request.

We request that you submit your comments or recommendations by 8/5/2016. When responding, please reference the file number identified above. If responding by email, please send comments to bdanielson@adaweb.net.

To request a hard copy of materials associated with this application, for additional information, or to provide comment on Ada County’s Development Services ATS, please call me at the number listed below.

Sincerely yours,

BRENT DANIELSON, ASSOCIATE PLANNER
200 W Front Street
Boise ID 83702
bdanielson@adaweb.net
(208) 287-7913

MEMORANDUM



DATE: 7/22/2016

RE: : 201503899-DA/DA/DM/DA-M/MSP/ZC All Terra Consulting

TO: Brent Danielson, Associate Planner

FROM: Mark Ferm, Ada County Building Official

Summary of Project:

An administrative modification to the Board approved master site plan and a corresponding development agreement modification due to ITD realigning the east-west access road (Agnew Drive) between Pollard Lane and Levi Lane.

Findings and Conditions:

The Building Division has no objection to the proposed development however the applicants should be aware permits will be required for each proposed structure.

Conclusion:

Approved as Submitted.

Mark Ferm
Ada County Building Official
200 W Front Suite 2125
Boise Idaho 83702
Phone 287-7910

markf@adaweb.net



EXHIBIT 13
Page 1 of 1
Project # 201503899 MSP M, DA-DM



CENTRAL DISTRICT HEALTH DEPARTMENT
Environmental Health Division

Return to:

RECEIVED

AUG 02 2016

- ACZ
- Boise
- Eagle
- Garden City
- Kuna
- Meridian
- Star

Rezone # 201503899 - DA/DA-DM (DA-M) MSP/76

Conditional Use # _____

Preliminary / Final / Short Plat _____

Sect. 21

IDAHO COUNTY
DEVELOPMENT SERVICES

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
 - high seasonal ground water
 - waste flow characteristics
 - bedrock from original grade
 - other _____
- 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written approval from appropriate entities are submitted, we can approve this proposal for:
 - central sewage
 - community sewage system
 - community water well
 - interim sewage
 - central water
 - individual sewage
 - individual water
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
 - central sewage
 - community sewage system
 - community water
 - sewage dry lines
 - central water
- 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- 12. We will require plans be submitted for a plan review for any:
 - food establishment
 - swimming pools or spas
 - child care center
 - beverage establishment
 - grocery store
- 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.
- 14. _____

Reviewed By: *Roni Bady*
Date: 7/29/16

EXHIBIT 14
Page 1 of 1
Project # 2015 03899 MSP, M, DA-DM

MEMORANDUM



DATE: August 3, 2016

RE: Recommendation Regarding File 201503899 DM MSP DA ZC, Administration Mod to R&D Facility on Pollard Lane, Meridian, Boise, ID

TO: Brent Danielson, Associate Planner

FROM: Angela Gilman, Ada County Engineer

Brent,

Per your request I have reviewed the project referenced above. The documents reviewed include:

- Detailed Letter
- Modified Site Plan

I have no new comments or conditions. The previous ones still apply:

1. A Drainage Study and Drainage Plan need to be submitted in accordance with Ada County Code 8-4A-11. Add storm drainage shall be retained on site.
2. All existing irrigation facilities passing through the site shall be perpetuated. Provide documentation of approval for the project from the local irrigation company.
3. The applicant/engineer of record shall schedule a final inspection with me, the County Engineer, upon completion of the project.

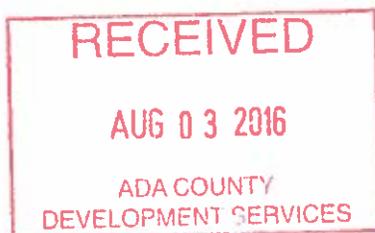


EXHIBIT 15
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Project # 201503899 MSP, DA, DM



IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 8028
Boise, ID 83707-2028

(208) 334-8300
itd.idaho.gov

August 4, 2016

Brent Danielson
Ada County Development Services
200 W Front Street
Boise ID 83702



VIA EMAIL

RE: 201503899-DA/DA-DM/MSP/ZC ALL TERRA CONSULTING

The Idaho Transportation Department (ITD) has reviewed the referenced application for the All Terra Consulting - Meridian Research Park. ITD has the following comments:

1. ITD has no objection to a Research Park being built in this location.
2. The site plan shows future building 5 and other amenities encroaching into ITD's irrigation easement. The Developer needs to show how they will mitigate the impacts to the easement and irrigation conveyances or remove these items from the easement.
3. No access is requested and none is approved with this application.
4. Applicant must apply for and receive an approved Right-of-Way use permit prior to doing any work or activity within the highway Right-of-Way. The applicant can contact Shona Tonkin at 334-8341 for more information.
5. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway system.
6. IDAPA 39.03.60 rules govern advertising along the State highway system. The applicant can contact Dion Burch at 334-8355 for more information.

If you have any questions, you may contact Shona Tonkin at 334-8341 or me at 332-7190.

Sincerely,

A handwritten signature in blue ink that reads 'Ken Couch'.

Ken Couch
Development Services Coordinator
Ken.Couch@itd.idaho.gov

EXHIBIT 16
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Project # 201503899 MSP-M, DA-DM

RECEIVED

AUG 05 2016

ADA COUNTY
DEVELOPMENT SERVICES

Brent Danielson

From: David Dorrough <david@franklinsensors.com>
Sent: Friday, August 05, 2016 12:31 PM
To: Brent Danielson
Cc: Mark Perfect; 'Jaylen Walker'
Subject: RE: Project #201503899 MSP-M DA-M ITD Agency Response

Also, we are not asking for approval for building #5 at this time. We are only asking for approval for buildings #1 and #2, so ITD's comments are only forward looking and don't directly apply to the current application.

David

From: Jaylen Walker [<mailto:jwalker@allterraconsulting.com>]
Sent: Friday, August 05, 2016 12:24 PM
To: Brent Danielson; 'David Dorrough' (david@franklinsensors.com)
Cc: Mark Perfect
Subject: RE: Project #201503899 MSP-M DA-M ITD Agency Response

I'm working with ITD on this having had many conversations. We are waiting to finalize the site plan and design irrigation sheets accordingly to submit with an encroachment permit with ITD. I'm working with Jim Morrison and Shona Tonkin.

Not sure what you want done at this early stage in preparation of the modification approvals?

Jay Walker, Principal

AllTerra Consulting | www.allterraconsulting.com
Cell 208.484.4479
jwalker@allterraconsulting.com



"Life's most persistent and urgent question is: 'What are you doing for others?'"
-Dr. Martin Luther King, Jr.

From: Brent Danielson [<mailto:bdanielson@adaweb.net>]
Sent: Friday, August 05, 2016 9:03 AM
To: 'David Dorrough' (david@franklinsensors.com) <david@franklinsensors.com>; Jaylen Walker <jwalker@allterraconsulting.com>
Cc: Mark Perfect <DSPERFMA@adaweb.net>
Subject: Project #201503899 MSP-M DA-M ITD Agency Response

David & Jay,

I just received the attached agency response from ITD. In their letter is an item (#2) that will need to be addressed. It states that the site plan shows future building #5 and other amenities encroaching into ITD's irrigation easement. Even though Building #5 would be in the City you will want to address it for the hearing. The modified master site plan does show a small portion of Building #5 and some other improvements encroaching into the ITD easement. Thanks.

<< File: 201503899 MSP-M DA-M ITD.pdf >>

Brent Danielson, AICP
Associate Planner

<< OLE Object: Picture (Device Independent
Bitmap) >>

**Ada County Development
Services**
**200 W. Front St., Boise, ID
83702**
(208) 287-7913 office
(208) 287-7909 fax

<http://www.adacounty2025.com>

EXHIBIT 17
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Project # 201503899 MSP-M, DA-M



Sign Posting Certification

ADA COUNTY DEVELOPMENT SERVICES, 200 W Front Street, Boise, Idaho 83702

www.adaweb.net | (208) 287-7900

GENERAL INFORMATION:

You must post the property at least ten (10) days prior to the scheduled public hearing. The Certification form must be submitted at least seven (7) days prior to the scheduled public hearing. Please review Section 8-7A-5 of the Ada County Code for all sign posting requirements.

PAR # 6500 NR SE COR
W25W4 SEC21 4N 1W
336600-B

Please attach dated photographs of each sign with the certification.

PROJECT INFORMATION:

Location:	Quarter:	Section: 21	Township: 4N	Range: 1W	Total Acres: 1027
Project Name: Franklin Sensors / ADA15-0095				Lot:	Block:
Site Address: N of SH-20/26 / Chinden Blvd on Pollard Lane				Tax Parcel Number(s): S0421336500	
File Number: 201503899-MSP-DA-2C				Date Posted: 8/5/16	

APPLICANT:

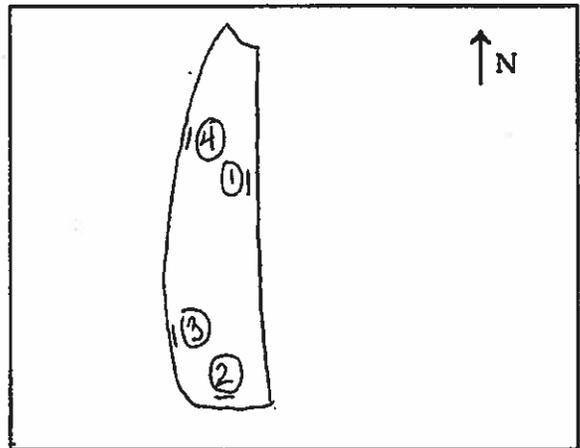
Name: David Dorough		
Address: 3044 W Sugarberry Dr		
City: Eagle	State: ID	Zip: 83616
Telephone: 918-2406	Fax:	

I certify that the property was posted at least ten (10) days prior to the scheduled public hearing and have attached dated photographs of each sign in accordance with Section 8-7A-5 of the Ada County Code.

David Dorough
Signature: (Applicant)

8/8/16
Date

Please draw a diagram of sign location(s) on the property



Four (4) signs have been posted in the four locations indicated above.

OFFICE USE ONLY

File No.:	Received By:	Date:	Stamped:
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EXHIBIT 18
Page 1 of 4
Project # 201503899 MSP-M, DA-DM



August 5, 2016

Sign #1



August 5, 2016

Sign #2

RECEIVED
 AUG 09 2016
 ADA COUNTY
 DEVELOPMENT SERVICES



Sign #3



Sign #4

ADA COUNTY PUBLIC HEARING NOTICE

Board of Ada County Commissioners

WHERE: ADA COUNTY will hold a public hearing on September 14, 2016 at 6:00 p.m. in the Commissioners Main Hearing Room #1235, on the first floor, 200 W. Front Street, Boise, ID

PURPOSE: An administrative modification to the Board-approved master site plan (Project #201503899 [C-MSP-DA]) and a corresponding development agreement modification due to ITD realigning the east-west access road ("W. Agnew Drive") between Pollard Lane and Levi Lane.

PROPERTY SIZE/LOCATION: The property contains approximately 10.27 acres and is located at N. Pollard Lane, Meridian, ID; Section 21, T. 4N, R. 1W.

APPLICATION BY: David Dorrrough

PROJECT NUMBER / PLANNER NAME / PLANNER PHONE NUMBER:
201503899 MSP-M, DA-M / Brent Danielson / 287-7913

Sign Text



201503899 MSP-M, DA-M Radius Map

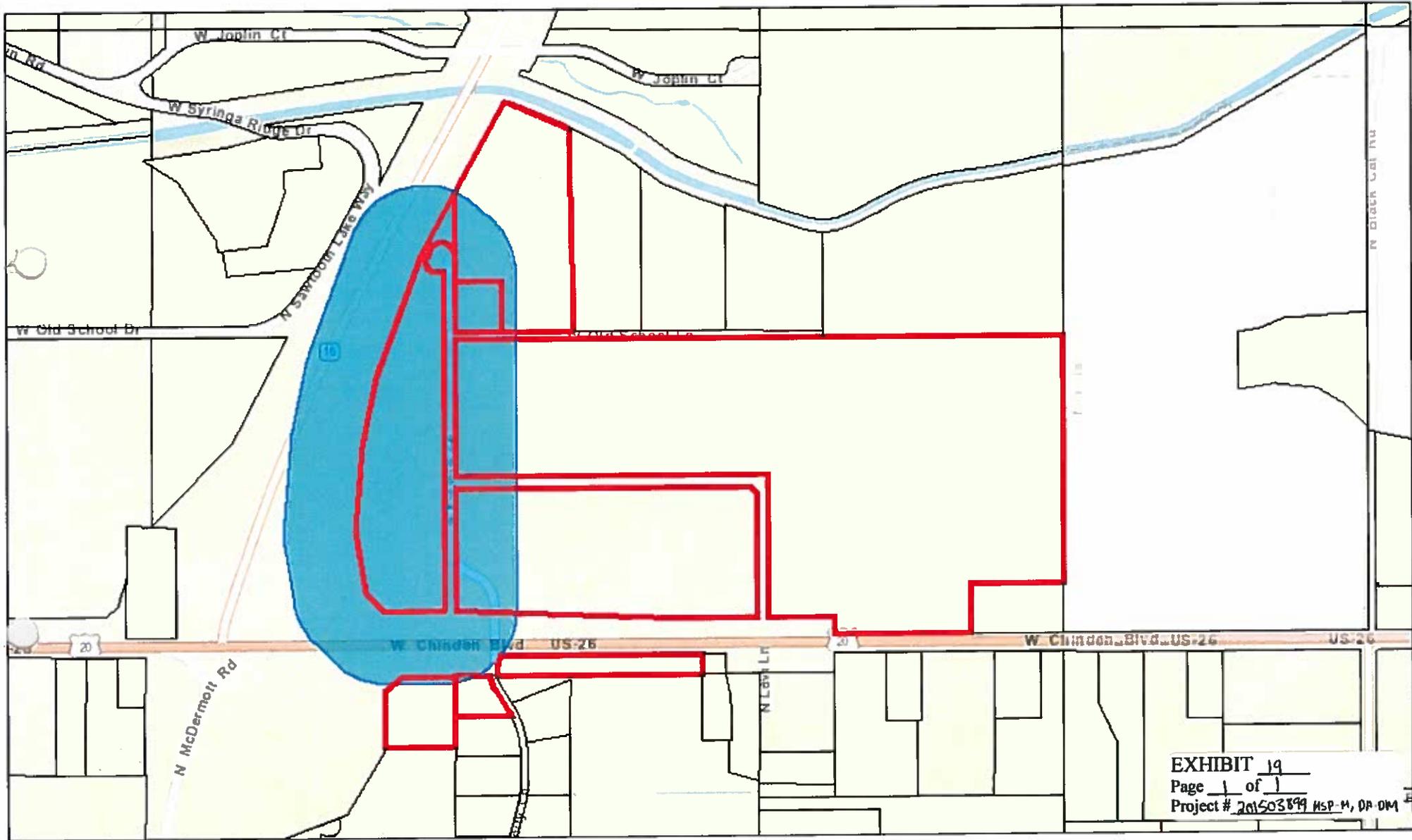
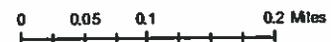


EXHIBIT 19
 Page 1 of 1
 Project # 201503899 MSP-M, DA-M

- Search Results: **City Limits** ■ GARDEN CITY ■ STAR
 Parcels ■ BOISE ■ KUNA ■ Parks
 Parcels ■ EAGLE ■ MERIDIAN



Date: 8/11/2016



This map is a user generated static output from an internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

PRIMOWNER
IDAHO TRANSPORTATION DEPARTMENT
MERIDIAN RESEARCH PARK LLC
RB MCDERMOTT LLC
RESTUCCI REVOCABLE LIVING TRUST
ROARK RAYMOND L
TOMLINSON FAMILY TRUST
WELLS BOBBI J

SECOWNER
ROARK RAYMOND L

ADDCONCAT
PO BOX 7129
3044 W SUGARBERRY DR
5952 N SERENITY LN
7000 N POLLARD LN
5952 N SERENITY LN
12601 W EXPLORER DR # 200
6870 N POLLARD LN

STATCONCAT
BOISE, ID 83707-0000
EAGLE, ID 83616-0000
MERIDIAN, ID 83646-0000
MERIDIAN, ID 83646-5004
MERIDIAN, ID 83646-5061
BOISE, ID 83713-0000
MERIDIAN, ID 83646-0000

ADA COUNTY DEVELOPMENT SERVICES
200 W FRONT ST BOISE ID 83702



August 11, 2016

Dear Property Owner:

LEGAL NOTICE IS HEREBY GIVEN THAT the Board of Ada County Commissioners will hold a public hearing on **September 14, 2016** at 6:00 p.m. in the Commissioners Main Hearing Room #1235, on the first floor, 200 W. Front Street, Boise, ID, to hear the following:

201503899 MSP-M, DA-M, An administrative modification to the Board approved master site plan and a corresponding development agreement modification due to ITD realigning the east-west access road (Agnew Drive) between Pollard Lane and Levi Lane. The property contains 10.270 acres and is located at N. Pollard Lane in Section 21, T. 4N, R. 1W, Meridian, ID.

Contact, Brent Danielson, AICP, Associate Planner, at 287-7913 for more information.

This is an Official Notice of Public Hearing regarding the use of a property near your own. You have been notified because records indicated that you own property near or within **300'** of the applicant's project boundary. You are invited to attend the public hearing and offer your comments for consideration. If you are unable to attend, you may send comments to our office before the hearing date, and they will be entered in the public hearing record.

This application can be viewed by completing the following:

- 1 Type <http://gisx.adaweb.net/acdsv2>
- 2 Enter "**201503899-MSP**" in search application by file number.
- 3 Click on 'Application Information'.
- 4 Review documents by clicking on 'Supporting Documents'.

5 days prior to the hearing you can go to <https://adacounty.id.gov> to view the agenda or staff report.



NOTES:

- This item may not be heard at the scheduled time of 6:00 p.m. , as multiple items may be considered during the hearing.
- Video, audio, PowerPoint, or other computer-generated visuals used to present testimony, must be provided to the Planner ½ hour prior to the start of the hearing: file format compatibility cannot be guaranteed.
- Auxiliary aids or services for persons with disabilities are available upon request. Please call 287-7900 or 287-7979 (TDD) three days prior to this public hearing to make arrangements.

EXHIBIT 21
Page 1 of 1
Project # 201503899 MSP-M, DA-M

LEGAL NOTICE OF PUBLIC HEARING Legal notice is hereby given that the Board of Ada County Commissioners will hold a public hearing on September 14, 2016 at 6:00 p.m. in the Commissioners Main Hearing Room #1235, on the first floor, 200 W. Front Street, Boise, ID, to hear a request for: 201503899-MSP-M, DA-DM, DAVID DORROUGH; An administrative modification to the Board approved master site plan and a corresponding development agreement modification due to ITD realigning the east-west access road (Agnew Drive) between Pollard Lane and Levi Lane. The property contains 10.27 acres and is located at N. Pollard Ln. (NW corner of Pollard Ln. & Chinden Blvd.), Meridian, ID 83646 in Sections 21, T. 4N., R. 1W. Brent Danielson 287-7913. 201600646-A(A), ROBERT & LANA LEAKE, GUY WHITTEMORE, JERRY JONES, DOROTHY MINOR, CAROLYN LINDSEY, AND SANDRA SEWARD; Appeal of the Planning & Zoning Commission approval of a go-kart racetrack. The property contains 100.25 acres and is located at 8700 W. Chaparral Rd., Eagle, ID 83616 in Sections 9, T. 5N., R. 1W. Kristy Inselman 287-7998. 201600646-A(B), JAKE & BROOK JONES, DAVID BENSINGER, MARJORIE LYNN, LONNIE FLYNN, BOBBI & LYLE MCFADDAN, JODE & MONICA STELLA, AND ERIC HALLSTROM; Appeal of the Planning & Zoning Commission approval of a go-kart racetrack (Applicants:). The property contains 100.25 acres and is located at 8700 W. Chaparral Rd., Eagle, ID 83616 in Sections 9, T. 5N., R. 1W. Kristy Inselman 287-7998. 201600664-S, RILEY PLANNING SERVICES; A preliminary plat application for a four (4) lot residential subdivision. The property contains 20.91 acres and is located at 60 W. Beacon Light Rd., Eagle, ID 83616 in Sections 32, T. 5N., R. 1E. Brent Danielson 287-7913. 201600795-DA-MSP-ZC, DAVE EVANS CONSTRUCTION; Zoning Ordinance map amendment, master site plan and development agreement application for a 120-unit multi-family development with a clubhouse and playground. The applicant is seeking to rezone the property from R6 to R20 with C2 zoning near the intersection to be developed in the future. The applicant is proposing 253 parking stalls and access onto both Lake Hazel Road and Maple Grove Road. The property contains 8.876 acres and is located at 6267 S. Maple Grove Rd., Boise, ID 83709 in Sections 2, T. 2N., R. 1E. Kristy Inselman 287-7998. 201600928-AC-V, ACTION STEEL BUILDERS INC.; Variance for two detached structures built with permits and then joined as one without a permit making the total sq. ft. to 1,680. The structures are located in the front plane of the dwelling. An Accessory Use for the structure that is now over 1,500 sq. ft. The property contains 10 acres and is located at 3622 N. Fry Homestead Ln., Eagle, ID 83616 in Sections 35, T. 5N., R. 1W. Diana Sanders 287-7905. Staff Reports Available On-Line 5 Days before Hearing Date adaweb.net Auxiliary aids or services

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 Project # 201503899 MSP-M, DA-DM

for persons with disabilities are available upon request.
Please call 287-7900 or 287-7979 (TDD) by 5:00 p.m. three
days prior to this public hearing so that arrangements can be
made. BOARD OF ADA COUNTY COMMISSIONERS
Mark Perfect, Planning & Zoning Administrator Pub. Aug.
23, 2016 **Publish Dates:** 8/23/2016 -9/6/2016 1

EXHIBIT 22
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Project # 201503819 MSZ M, DA DM