

## FIRST ADDENDUM TO DEVELOPMENT AGREEMENT

- PARTIES:
1. City of Meridian
  2. Meridian BC Holdings LP
  3. St Lukes Health System Ltd
  4. Meridian BC 2 LP
  5. Meridian BC 1 LP

THIS FIRST ADDENDUM TO DEVELOPMENT AGREEMENT (“ADDENDUM”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between City of Meridian, a municipal corporation of the State of Idaho (“CITY”), whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 and Meridian BC Holdings, LP (owner of Parcel Nos. S1216131201 & S1216417241), Meridian BC 2, LP (owner of Parcel No. S1216141821), Meridian BC 1, LP (owner of parcel No. S1216417301) and St. Lukes Health System Ltd (owner of Parcel No. S1216141801) (collectively, “OWNER/DEVELOPER”). Meridian BC Holdings LP, Meridian BC 1, LP and Meridian BC 2, LP have an address of 12709 E. Mirabeau Parkway, Suite 10, Spokane Valley, Washington 99216; St. Lukes Health System Ltd has an address of 190 E. Bannock Street, Boise, Idaho 83712.

### RECITALS

- A. CITY and Kayla Rich and Jason Rich, and Chester Properties, LLC entered into that certain Development Agreement dated September 27, 2022 and recorded September 28, 2022 as Instrument #2022-082504 in Ada County Records (the “**Development Agreement**”). All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Development Agreement.
- B. Kayla Rich and Jason Rich and Chester Properties, LLC have conveyed their interest in the Property to OWNER/DEVELOPER.
- C. OWNER/DEVELOPER submitted an application to annex and zone an additional +/- 3.14-acre parcel of property located at 935 S. Black Cat Road, Meridian Idaho (Ada County Parcel #S1216417241) (the “**Additional Property**”) and to modify the Development Agreement for the purpose of including the Additional Property within the Development Agreement and to add the conceptual development plan and building elevations for the Additional Property.
- D. The Meridian City Council approved OWNER/DEVELOPER’S annexation and zoning and development agreement modification applications pursuant to the December 17, 2024 Findings of Fact, Conclusions of Law and Decision & Order (“**Modification Findings**”), which is attached hereto and by this reference incorporated herein.
- E. CITY and OWNER/DEVELOPER now desire to amend the Development Agreement, subject to the terms and conditions of this ADDENDUM, which terms and conditions

have been approved by the Meridian City Council in accordance with Idaho Code Section 67-6511A.

## **AGREEMENT**

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

1. OWNER/DEVELOPER shall be bound by the terms of the Development Agreement and, with respect to the Additional Property, the following additional terms:
  - a. Future development of the Additional Property will be generally consistent with the concept plan and conceptual building elevations included in Section VIII of the Modification Findings attached hereto as Exhibit "B" and the provisions contained therein.
  - b. Notwithstanding any provision in the TMISAP development guidelines or the Architectural Standards Manual, the eastern façade of the conceptual building depicted in Section VIII of the Modification Findings shall satisfy fenestration requirements by incorporating a minimum of 10% fenestration on the northern half of the eastern facade.
  - c. The east side of the building shall incorporate landscaping at the base of the building to provide pedestrian scale elements and break up the wall plane.
2. The Additional Property, legally described on Exhibit B, attached hereto and by this reference incorporated herein, shall be subject to the terms and conditions of the Development Agreement and this Addendum as of the date herein above written.
3. The Additional Property will be developed in accord with the Modification Findings.
4. That OWNER/DEVELOPER agrees to abide by all ordinances of the City of Meridian and the Additional Property shall be subject to de-annexation, on the terms set forth in Section 7 of the Development Agreement, if the OWNER/DEVELOPER, or their assigns, heirs, or successor shall not meet the conditions of the Development Agreement, this Addendum, and the Ordinances of the City of Meridian as herein provided.
5. This Addendum shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including CITY's corporate authorities and their successors in office. This Addendum shall be binding on the OWNER/DEVELOPER of the Property and Additional Property, each subsequent owner and any other person(s) acquiring an interest in the Property or Additional Property. Nothing herein shall in any way prevent sale or alienation of the Property or Additional Property, or portions thereof, except that any sale or alienation shall be subject to the provisions herein and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. CITY agrees, upon written request of OWNER/DEVELOPER, to execute appropriate and

recordable evidence of termination of this Addendum if CITY, in its sole and reasonable discretion, determines that OWNER/DEVELOPER has fully performed its obligations under the Development Agreement and this Addendum.

6. If any provision of this Addendum is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Addendum and the invalidity thereof shall not affect any of the other provisions contained herein.
7. This Addendum, together with the Development Agreement, sets forth all promises, inducements, agreements, conditions, and understandings between OWNER/DEVELOPER and CITY relative to the subject matter herein, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between OWNER/DEVELOPER and CITY, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Addendum shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and, with respect to CITY, duly approved by the City Council.
  - a. Except as herein provided, no condition governing the uses and/or conditions governing development of the subject Additional Property herein provided for can be modified or amended without the approval of the City Council after the City Council has conducted public hearing(s) in accordance with the notice provisions provided for an amendment in force at the time of the proposed amendment.
8. This Addendum shall be effective as of the date herein above written.
9. The Recitals set forth at the beginning of this Addendum are incorporated herein and a part hereof.
10. Except as expressly amended by this Addendum, all terms and conditions of the Development Agreement shall remain in full force and effect.

*[End of text. Acknowledgments, signatures and exhibits to follow.]*

## ACKNOWLEDGEMENTS

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY:**

**CITY OF MERIDIAN,**  
an Idaho municipal corporation

By: \_\_\_\_\_  
Robert E. Simison, Mayor

ATTEST:

\_\_\_\_\_  
Chris Johnson, City Clerk

STATE OF IDAHO    )  
                              : ss.  
County of Ada        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for said State, personally appeared Robert E. Simison and Chris Johnson, known or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the persons that executed the instrument on behalf of said City, and acknowledged to me that such City executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

OWNER/DEVELOPER:

MERIDIAN BC HOLDINGS, LP,  
a Delaware limited partnership

By: ATSAW GP, LLC,  
a Washington limited liability company  
its General Partner

By: AT GP/M LLC,  
a Washington limited liability company  
its Manager

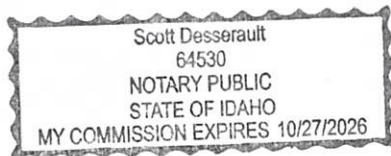
By: \_\_\_\_\_  
Timothy Wolff

its Manager

STATE OF IDAHO )  
: ss.  
County of Blaine )

On this 14<sup>th</sup> day of JANUARY, 2025, before me, a Notary Public in and for said State, personally appeared Timothy Wolff, known or identified to me to be the Manager of AT GP/M LLC, a Washington limited liability company, the Manager of ATSAW GP, LLC, a Washington limited liability company, the General Partner of Meridian BC Holdings, LP, a Delaware limited partnership, who subscribed said limited partnership's company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in said company name.

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



Scott Desserault  
Notary Public for Idaho  
Residing at: KETCHUM, ID  
My Commission Expires: 10/27/2026

OWNER/DEVELOPER:

**MERIDIAN BC 1, LP,**  
a Delaware limited partnership

**By: ATSAW GP, LLC**

a Washington limited liability company  
its Manager

**By: AT GP/M, LLC**

a Washington limited liability company  
its Manager

By: \_\_\_\_\_

Name: Timothy Wolff

Its: Manager

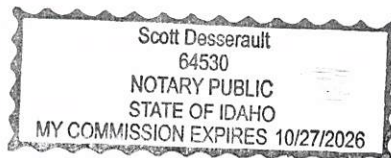
STATE OF IDAHO )

: ss.

County of Blaine )

On this 14<sup>th</sup> day of JANUARY, 2025, before me, a Notary Public in and for said State, personally appeared Timothy Wolff, known or identified to me to be the Manager of AT GP/M, LLC a Washington limited liability company, the Manager of ATSAW GP, LLC, a Washington limited liability company, the general partner in the partnership of MERIDIAN BC 1, LP, a Delaware limited partnership who subscribed said limited partnership's company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in said company name.

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



\_\_\_\_\_  
Notary Public for Idaho

Residing at: Ketchum ID

My Commission Expires: 10/27/2025

**OWNER/DEVELOPER:**

**MERIDIAN BC 2, LP,**  
a Delaware limited partnership

**By: MERIDIAN BC 2 GP, LLC**  
a Delaware limited liability company  
its General Partner

**By: ATSAW GP, LLC**  
a Washington limited liability company  
its Manager

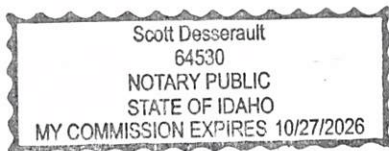
**By: AT GP/M, LLC**  
a Washington limited liability company  
its Manager

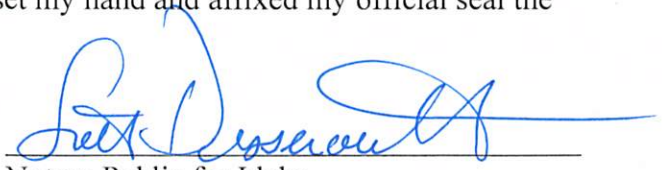
By:   
Name: Timothy Wolff  
Its: Manager

STATE OF IDAHO )  
: ss.  
County of Blaine )

On this 14<sup>th</sup> day of JANUARY, 2025, before me, a Notary Public in and for said State, personally appeared Timothy Wolff, known or identified to me to be the Manager of AT GP/M, LLC a Washington limited liability company, the Manager of ATSAW GP, LLC, a Washington limited liability company, the Manager of MERIDIAN BC 2 GP, LLC, a Delaware limited liability company, the General Partner of MERIDIAN BC 2, LP, a Delaware limited partnership, who subscribed said limited partnership's company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in said company name.

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

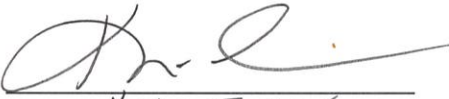


  
Notary Public for Idaho  
Residing at: KETCHUM ID  
My Commission Expires: 10/27/2026



OWNER/DEVELOPER:

ST. LUKE'S HEALTH SYSTEM, LTD.,  
an Idaho Non-profit Corporation

By: 

Name: Kate Fowler

Its: SVP, Chief Financial Officer

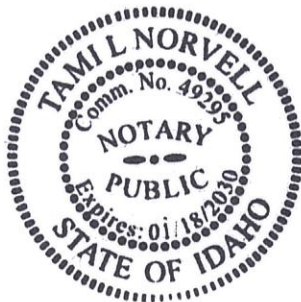
STATE OF IDAHO )

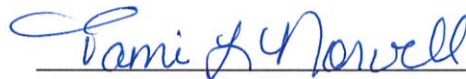
: ss.

County of Ada )

On this 15<sup>th</sup> day of January, 2025, before me, a Notary Public in and for said State, personally appeared Kate Fowler, known or identified to me to be the Chief Financial Officer of ST. LUKE'S HEALTH SYSTEM, LTD., an Idaho Non-profit Corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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





Notary Public for Idaho

Residing at: Boise, ID

My Commission Expires: 1-18-2030