

DEVELOPMENT AGREEMENT

PARTIES: 1. **City of Meridian**
 2. **Virgin Mary & St. Mark Coptic Orthodox Church Inc., Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2025, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called “**CITY**,” whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **Virgin Mary & St. Mark Coptic Orthodox Church Inc.**, whose address is 4379 N. Locust Grove Road, Meridian, Idaho 83646, hereinafter called “**OWNER/DEVELOPER**.”

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner/Developer is the sole owner, in law and/or equity, of a certain tract of land in the County of Ada, State of Idaho, described in **Exhibit “A,”** which is attached hereto and by this reference incorporated herein as if set forth in full, hereinafter referred to as the “**Property**,” and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, establish provisions governing the creation, form, recording, modification, enforcement and termination of development agreements required or permitted as a condition of zoning that the Owner/Developer make a written commitment concerning the use or development of the Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“**UDC**”), which authorizes development agreements and the modification of development agreements; and
- 1.4 **WHEREAS**, Owner/Developer has submitted an application for development agreement modification to remove the property listed in **Exhibit “A”** from an existing Development Agreement recorded in Ada County, Idaho as Instrument #2016-086864 (Project name: Ashley Manor H-2016-0043), and for the inclusion of the Property into this new Agreement, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the duly noticed public hearings before the Meridian City Council, as to how the property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested development agreement modification held before the City Council includes responses of government

subdivisions providing services within the City of Meridian planning jurisdiction, and includes further testimony and comment; and

- 1.7 **WHEREAS**, on the 22nd of July, 2025, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order (“**Findings**”), which have been incorporated into this Agreement and attached as **Exhibit “B;”** and
- 1.8 **WHEREAS**, Owner/Developer deems it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.9 **WHEREAS**, the property listed in **Exhibit “A”** shall no longer be subject to the terms of the existing Development Agreement recorded in Ada County, Idaho as Instrument #2016-086864 (Project name: Ashley Manor H-2016-0043) and shall be bound by the terms contained herein in this new agreement; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement modification for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designations are in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

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

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.

3. **DEFINITIONS:** For all purposes of this Agreement, the following words, terms and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER/DEVELOPER:** means and refers to **Virgin Mary & St. Mark Coptic Orthodox Church Inc.**, whose address is 4379 N. Locust Grove Road, Meridian, Idaho 83646, the party that owns said Property and shall include any subsequent owner(s) of the Property.

3.3 **PROPERTY:** means and refers to that certain parcel of Property located in the County of Ada, City of Meridian as described in **Exhibit “A”** describing a parcel to be removed from existing Development Agreement recorded in Ada County, Idaho as Instrument #2016-086864 (Project name: Ashley Manor H-2016-0043), with such parcel being bound by this new Agreement, which **Exhibit “A”** is attached hereto and by this reference incorporated herein as if set forth at length.

4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

4.1 The uses allowed pursuant to this Agreement are only those uses allowed as permitted, conditional and/or accessory uses under the UDC.

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

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

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

- a. Direct lot access to N. Locust Grove Rd., an arterial street, is prohibited in accord with UDC 11-3A-3.
- b. Sidewalk shall be installed along N. Locust Grove Rd. where it doesn't currently exist in the location and width to match the existing sidewalk in accord with the standards listed in UDC 11-3A-17 and as required by Ada County Highway District (ACHD). The sidewalk shall go around the existing irrigation vault to provide continuous pedestrian access.
- c. Additional right-of-way shall be dedicated to ACHD to widen N. Bright Angel Ave. and N. Locust Grove Rd. as required by ACHD. The pavement for N. Bright Angel Ave. shall be widened and curb, gutter and sidewalk shall be constructed with development of the site as required by ACHD.
- d. All existing open waterways on the site shall be piped as set forth in UDC 11-3A-6B.
- e. Future development of this site shall be generally consistent with the conceptual site plan and building elevations depicted in Section VI.C of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B” and the provisions contained herein.
- f. Compliance with the specific use standards listed in UDC 11-4-3-6 – Church or place of religious worship is required.
- g. The site plan submitted with the Certificate of Zoning Compliance application for this site shall take into consideration the ultimate right-of-way for N. Locust

Grove Rd. per the Master Street Map in regard to sidewalk, street buffer and building locations.

- h. Mitigation is required for any existing trees 4-inch caliper or greater that are removed from the site in accord with the standards listed in UDC 11-3B-10C. Contact the City Arborist prior to removal of any trees from the site to confirm mitigation requirements.
- i. Future development of this site is required to comply with the design standards listed in UDC 11-3A-19 and the Architectural Standards Manual.
- j. The applicant shall submit and obtain approval of a Certificate of Zoning Compliance and Administrative Design Review application prior to submittal of a building permit application(s).
- k. The church shall operate in accord with the hours specified herein in accord with the shared use parking agreement, attached hereto as Exhibit “C,” and shall not extend beyond the hours of 6:00 a.m. to 10:00 p.m. as set forth in UDC 11-2B-3B for the L-O zoning district.
- l. Compliance with the shared use parking agreement shall be required. The shared use parking agreement attached hereto as Exhibit “C” shall supersede the draft shared use parking agreement included in Section VI.E of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit “B.”
- m. Directional signs shall be installed on the site as notice of the availability of off-site parking in accord with UDC 11-3A-7A.1d.
- n. City Council granted the Owner/Developer’s request for a reduced buffer to residential uses along the northern boundary of the site from 20 feet to 5 feet as allowed by UDC 11-3B-9C.2. The reduced buffer width shall not affect building setbacks; all structures shall be set back from the property line a minimum of the buffer width required in the applicable zoning district.

6. **APPROVAL PERIOD:** If this Agreement has not been fully executed within six (6) months after the date of the Findings, the City may, at its sole discretion, declare the Agreement null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

- 7.1 **Acts of Default.** In the event Owner/Developer, or Owner’s Developer’s heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this

Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.

- 7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which actions must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
- 7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code § 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to the City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.
- 7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.
- 7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- 7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion therefor in accordance with the terms and conditions of this Agreement and all other ordinance of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer.

10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.

11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer agrees to provide, if required by the City.

12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued if the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.

13. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agrees to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.

14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

CITY:

City Clerk
City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642

with copy to:

City Attorney
City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642

OWNER/DEVELOPER:

Virgin Mary & St. Mark Coptic Orthodox Church, Inc.
PO Box 6881
4379 N. Locust Grove Road
Meridian, Idaho 83646

14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this section.

15. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

16. **TIME IS OF THE ESSENCE:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the other party so failing to perform.

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions

thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner/Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, has determined that Owner/Developer has fully performed its obligations under this Agreement.

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

19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonable in giving any consent, approval, or taking any other action under this Agreement.

20. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

21. **REMOVED PROPERTY:** The City is hereby authorized, in its sole discretion, to remove a portion of the Property ("Removed Property") from this Agreement at any time, provided that the City and the owner of the Removed Property concurrently enter into a modified development agreement governing the development and use of the Removed Property. The remaining portion of the Property, which has not been removed from this Agreement as described above, shall continue to be bound by the terms of this Agreement.

22. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

22.1 No condition governing the uses and/or conditions governing the Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

23. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective upon execution of the Mayor and City Clerk.

[End of text. Acknowledgements, signatures, and Exhibits A and B follow.]

ACKNOWLEDGMENTS

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

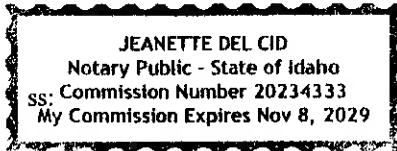
OWNER/DEVELOPER:

Virgin Mary & St. Mark Coptic Orthodox Church, Inc.

Nader Rafla
By (name): Nader Rafla
Its (title): Vice - President

State of Idaho

County of Ada



On this 30TH day of December, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Nader I. Rafla, known or identified to me to be the Vice-President of Virgin Mary & St. Mark Coptic Orthodox Church, Inc. and the person who signed above and acknowledged to me that they executed the same.

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

Jeanette Del CID
Notary Public
My Commission Expires: NOV 8, 2029

CITY OF MERIDIAN

ATTEST:

By: _____
Mayor Robert E. Simison

Chris Johnson, City Clerk

State of Idaho)

: ss

County of Ada)

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

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

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A

PARCEL DESCRIPTION

FOR

VIRGIN MARY AND ST. MARK COPTIC CHIRCH

A parcel of land being a portion of Lot 10 of Crestwood Subdivision No. 1 as shown on the Official Plat thereof on file in Book 28 of Plats at Page 1757-1758 in the Office of the Recorder of Ada County, Idaho, lying in the NE 1/4 of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, said parcel of land being more particularly described as follows:

Commencing a brass cap at the NE corner of Section 31; thence along the East line of Section 31, S.00°33'02"W. 1329.50 feet to a point; thence N.89°48'39"W. 32.99 feet to a 5/8" iron pin marking the West right-of-way of N. Locust Grove Road, also being the POINT OF BEGINNING;

Thence along the north line of Lot 10 Crestwood Subdivision No 1, N.89°48'39" W. 208.73 feet to a 5/8" iron pin;

Thence along the East right-of-way for N. Bright Angel Ave., S.00°34'39"W. 116.50 feet to a point;

Thence S.89°49'42"E. 208.71 feet to a 5/8" iron pin;

Thence along the West right -of-way of N. Locust Grove Road, N.00°35'06"E. 116.43 feet to the POINT OF BEGINNING.

Said parcel contains 0.56 acres more or less and is subject to all existing easements and right-of-ways of record or implied.

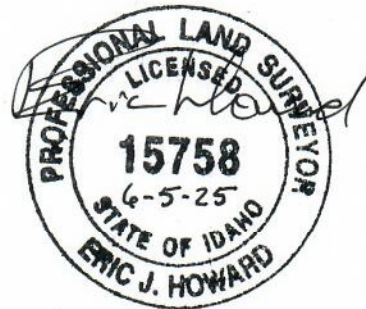
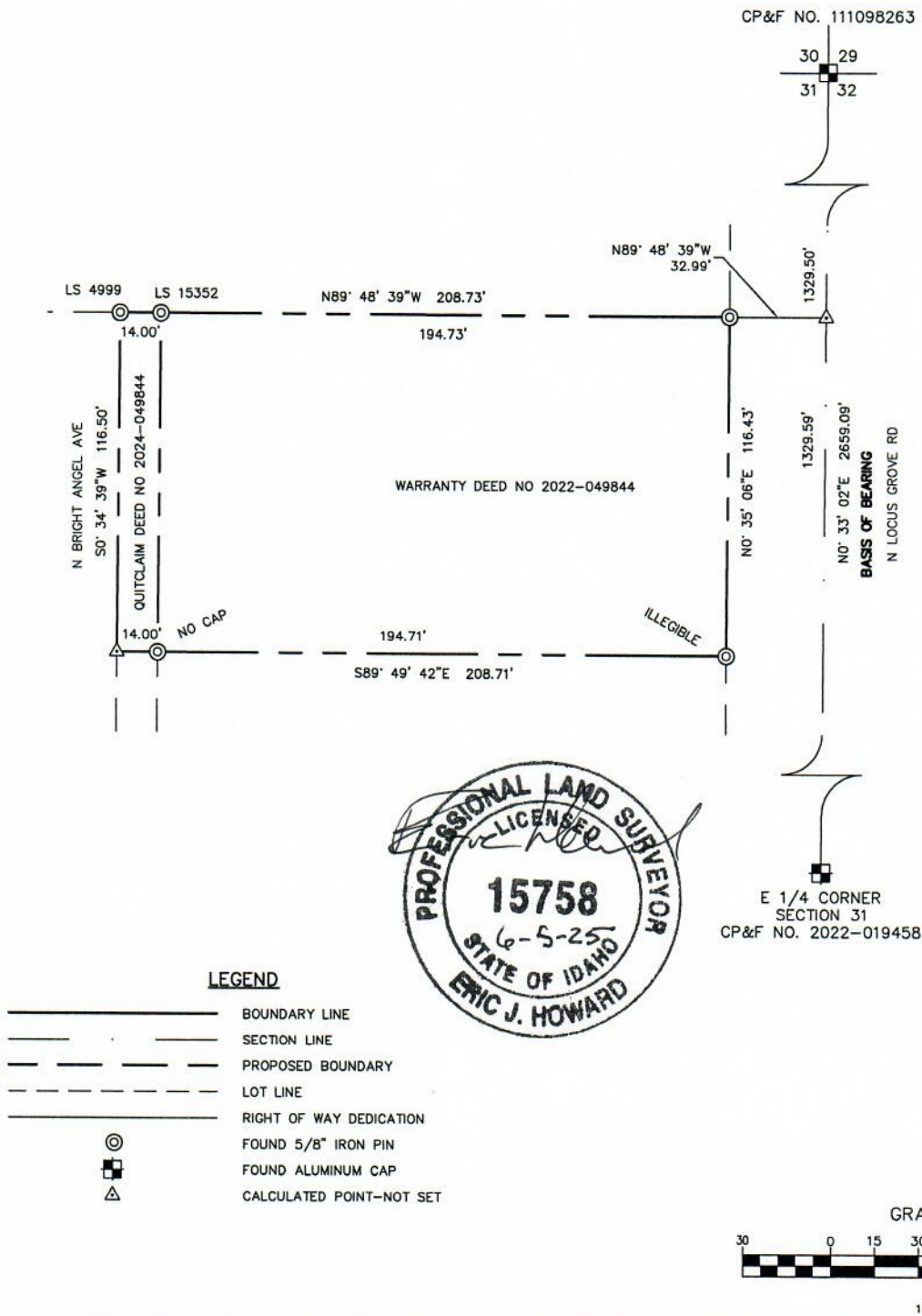


EXHIBIT B
DRAWING SHOWING A PORTION LOT 10 OF
CRESTWOOD SUBDIVISION NO. 1 LYING IN THE NE
1/4 OF SECTION 31, T.4N., R.1E., B.M., ADA
COUNTY, IDAHO, 2023.



J.J. HOWARD

MAPPING / SURVEYING
 3043 N. STATE ST., STE. 2 / Boise, Idaho 83703 (208) 946-0637

DATE:
5/16/23

DESIGN BY:
EJH



SHEET: OF
1 1

SCALE:
1" = 20'

DRAWN BY:
EJA

DRAWING NO.

411-31-1-BK28-PG1757

VIRGIN MARY AND ST. MARK COPTIC CHURCH

EXHIBIT B

EXHIBIT B

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



In the Matter of the Request for Modification to the Existing Development Agreement (Inst. #2016-086864 – Ashley Manor) for a New Agreement Applying Only to the Subject Property to Update the Development Plan and Change the Approved Use of the Property from Office to a Church, by Virgin Mary and St. Mark Coptic Orthodox Church.

Case No(s). H-2025-0015

For the City Council Hearing Date of: July 8, 2025 (Findings on July 22, 2025)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of July 8, 2025, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of July 8, 2025, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of July 8, 2025, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of July 8, 2025, incorporated by reference)

B. Conclusions of Law

1. The City of Meridian shall exercise the powers conferred upon it by the “Local Land Use Planning Act of 1975,” codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. The Meridian City Council takes judicial notice of its Unified Development Code codified as Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Comprehensive Plan of the City of Meridian, which was adopted December 17, 2019, Resolution No. 19-2179 and Maps.
3. The conditions shall be reviewable by the City Council pursuant to Meridian City Code § 11-5A.
4. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.
5. It is found public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
6. That the City has granted an order of approval in accordance with this Decision, which shall be signed by the Mayor and City Clerk and then a copy served by the Clerk upon the applicant, the Community Development Department, the Public Works Department and any affected party requesting notice.

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of July 8, 2025, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

Pursuant to the City Council's authority as provided in Meridian City Code § 11-5A and based upon the above and foregoing Findings of Fact which are herein adopted, it is hereby ordered that:

1. The applicant's request for a modification to the existing development agreement is hereby approved per the provisions in the Staff Report for the hearing date of July 8, 2025, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Development Agreement Duration

The city and/or an applicant may request a development agreement or a modification to a development agreement consistent with Idaho Code section 67-6511A. The development agreement may be initiated by the city or applicant as part of a request for annexation and/or rezone at any time prior to the adoption of findings for such request.

A development agreement may be modified by the city or an affected party of the development agreement. Decision on the development agreement modification is made by the city council in accord with this chapter. When approved, said development agreement shall be signed by the property owner(s) and returned to the city within six (6) months of the city council granting the modification.

A modification to the development agreement may be initiated prior to signature of the agreement by all parties and/or may be requested to extend the time allowed for the agreement to be signed and returned to the city if filed prior to the end of the six (6) month approval period.

E. Judicial Review

Pursuant to Idaho Code § 67-6521(1)(d), if this final decision concerns a matter enumerated in Idaho Code § 67-6521(1)(a), an affected person aggrieved by this final decision may, within twenty-eight (28) days after all remedies have been exhausted, including requesting reconsideration of this final decision as provided by Meridian City Code § 1-7-10, seek judicial review of this final decision as provided by chapter 52, title 67, Idaho Code. This notice is provided as a courtesy; the City of Meridian does not admit by this notice that this decision is subject to judicial review under LLUPA.

F. Notice of Right to Regulatory Takings Analysis

Pursuant to Idaho Code §§ 67-6521(1)(d) and 67-8003, an owner of private property that is the subject of a final decision may submit a written request with the Meridian City Clerk for a regulatory takings analysis.

G. Attached: Staff Report for the hearing date of July 8, 2025

By action of the City Council at its regular meeting held on the 22nd day of July, 2025.

COUNCIL PRESIDENT LUKE CAVENER

VOTED AYE

COUNCIL VICE PRESIDENT LIZ STRADER

VOTED _____

COUNCIL MEMBER DOUG TAYLOR

VOTED AYE

COUNCIL MEMBER JOHN OVERTON

VOTED AYE

COUNCIL MEMBER ANNE LITTLE ROBERTS

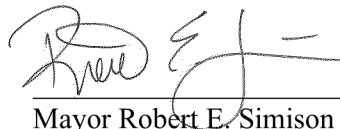
VOTED AYE

COUNCIL MEMBER BRIAN WHITLOCK

VOTED AYE


MAYOR ROBERT SIMISON
(TIE BREAKER)

VOTED _____



Mayor Robert E. Simison 7-22-2025

Attest:



Chris Johnson 7-22-2025
City Clerk

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

By: Charlene Way Dated: 7-22-2025
City Clerk's Office

COMMUNITY DEVELOPMENT DEPARTMENT REPORT



HEARING DATE: July 8, 2025

TO: Mayor & City Council

FROM: Sonya Allen, Associate Planner

208-884-5533

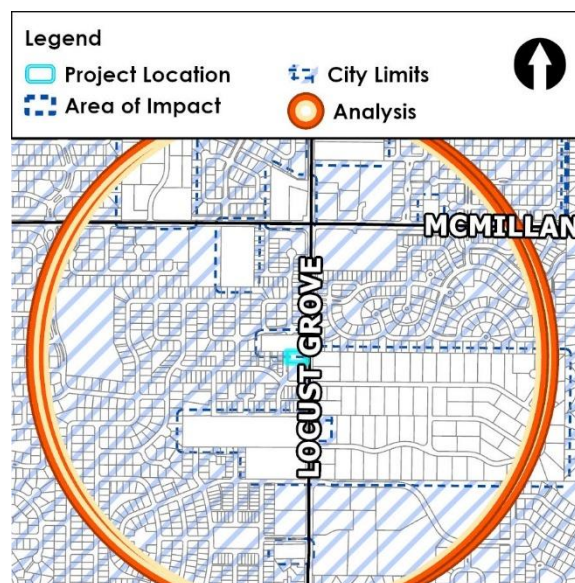
sallen@meridiancity.org

APPLICANT: Nader Rafla

SUBJECT: H-2025-0015

Virgin Mary and St. Mark Coptic
Orthodox Church – MDA

LOCATION: 4383 N. Locust Grove Rd., in the
northeast 1/4 of Section 31, T.4N., R.1E.
(Parcels R1608650276 and
R1608650278)



I. PROJECT OVERVIEW

A. Summary

Modification to the existing development agreement (Inst. #2016-086864) for a new agreement applying only to the subject property to update the development plan and change the approved use of the property from office to a church.

B. Issues/Waivers

The Applicant requests City Council approval of a reduced buffer width from 25 feet to 5 feet along the northern property boundary adjacent to the existing residential use.

Staff recommends the Applicant submit and obtain Director approval of Alternative Compliance applications for an alternative off-street parking plan as set forth in UDC 11-3C-7F in order to comply with the off-street parking standards listed in UDC 11-3C-6; and a reduced street buffer width along N. Locust Grove Rd. prior to City Council approval of the *signed* DA. This will ensure the DA isn't amended for a development plan that isn't approved for development. If one or both of these applications is denied by the Director, revisions to the site plan shall be made to comply with the minimum standards for such in UDC 11-3C-6 and/or UDC Table 11-2B-3, as applicable.

Staff also recommends the Applicant submit an updated shared use parking agreement and/or hours of operation for the church that don't conflict with the standard operating hours for both uses, including the Holy holidays (i.e. Feasts), for inclusion in the new DA.

Note: Because the Applicant has a deadline to obtain Council approval of the proposed MDA in a purchase agreement for this property in the near future, Staff is recommending the Council act on this application at the upcoming hearing rather than continuing it to a subsequent meeting to resolve the above-noted issues.

C. Recommendation

Staff: Approval

D. Decision

City Council: Pending

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Vacant/undeveloped	-
Proposed Land Use(s)	Church	-
Existing Zoning	L-O (Limited Office)	VI.A.2
Proposed Zoning	NA	
Adopted FLUM Designation	MU-N (Mixed Use – Neighborhood) (0.4 acres) & MDR (Medium Density Residential) (0.14 acres)	VI.A.3
Proposed FLUM Designation	MU-R	

Table 2: Process Facts

Description	Details
Preapplication Meeting date	1/28/2025
Neighborhood Meeting	4/21/2025
Site posting date	6/21/2025

Note: See City/Agency Comments and Conditions Section and public record for all department/agency comments received. Copy this link into a separate browser:

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=393924&dbid=0&repo=MeridianCity>).

Table 3: Project Overview

Description	Details
History	Ashley Manor (Ord. #16-1706; DA Inst. #2016-086864; ROS #10604
Physical Features	Parkins-Nourse Lateral runs along east boundary of site along N. Locust Grove Rd. – most of the ditch is piped with a short 20' +/- section that is open at the north end.
Acreage	0.55 acres

III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

The subject application encompasses two (2) parcels of land fronting on both N. Locust Grove Rd., an arterial street, and N. Bright Angel Ave., a local street, which are governed by a Development Agreement (DA) approved with annexation of the property in 2016. The DA includes a portion of the abutting property to the south that was originally part of the subject property.

The Parkins-Nourse Lateral runs along the eastern boundary of the site; a small section approximately 20 feet long is currently open at the north end and the remainder is piped. If development is approved, the open section is required to be piped.

The conceptual development plan included in the existing DA, shown below in Section VI.B, anticipated the existing house on the northern portion of the property either being remodeled for an office use and remaining or being removed and a new office building constructed in its place.

The southern portion of the property was anticipated to develop with a new office building or the existing office on the adjacent parcel to the south would be expanded onto the subject property. Since that time, the residential home has been removed from the site and wasn't replaced with a new building.

Existing provisions included in the DA are as follows:

1. Direct lot access to N. Locust Grove Road, an arterial street, is prohibited in accord with UDC 11-3A-3.
2. Sidewalk shall be installed along N. Locust Grove Road where it doesn't currently exist and along N. Bright Angel Avenue in accord with the standards listed in UDC 11-3A-17. The sidewalk along Locust Grove shall go around the existing irrigation vault to provide continuous pedestrian access.
3. Future development of this site shall be generally consistent with the conceptual site plan and building elevations depicted in Exhibit A and the conditions noted in the staff report.
4. The site plan submitted with the Certificate of Zoning Compliance application for this site shall take into consideration the ultimate right-of-way for N. Locust Grove Road per the Master Street Map in regard to sidewalk, street buffer and building locations.
5. Mitigation is required for any existing trees 4-inch caliper or greater that are removed from the site in accord with the standards listed in UDC 11-3B-10C. Contact Elroy Huff, City Arborist, prior to removal of any trees from the site to confirm mitigation requirements.
6. Future development of this site is required to comply with the design standards listed in UDC 11-3A-19 and the Architectural Standards Manual.
7. The applicant shall submit and obtain approval of a Certificate of Zoning Compliance and Design Review application prior to submittal of a building permit application(s).
8. Hours of operation in the L-O district are limited to the hours between 6:00 am and 10:00 pm as set forth in UDC 11-2B-3A.4.
9. The residential use of the subject property shall cease upon annexation ordinance approval.
10. If the existing structure is to be retained on the site, the applicant shall be required to cease using any other existing water source or method of disposing of sewage and connect to City water and sewer service within sixty (60) days of approval of the annexation ordinance per MCC 9-1-4 and MCC 9-4-8.

B. Development Agreement Modification

A new DA is proposed, which would only apply to the subject property and change the development plan approved for the site from office to a church use. A conceptual development plan and building elevations were submitted, included below in Section VI.C, that depicts a 9,930 square foot 2-story building with a main level approximately 4' above ground level and a lower-level daylight basement; the elevations will include windows at the lower level that aren't currently shown. The Applicant states the building will be equipped with fire sprinklers. For this reason and because of the proximity of Bright Angel Ave. and Locust Grove Rd. to the proposed building, internal fire access within the site is not required; however, a Fire Department connection for the building needs to be provided on the street access side and within 100' of a fire hydrant.

A total of 11 off-street vehicle parking spaces are depicted on the conceptual development plan on the subject property. Access for the site is proposed via N. Bright Angel Ave. with no access via N. Locust Grove Rd. The Applicant states the allowed occupancy for the building is 160.

The Applicant proposes an alternative off-street parking plan for shared parking agreement with a nearby daycare facility (Brighter Beginnings Learning Center) located at 1463 E. Star Rd. to use up to 15 of their parking spaces on Saturdays (church's overflow needs most likely between 9:00 am and 1:00 pm), Sundays and Holy holidays when the owner's parking needs are expected to be less – additional spaces require approval. The normal business hours of operation for the daycare are currently Monday through Friday from 6:30 am to 6:00 pm but could expand to Saturdays in the future.

The proposed operational hours of the church are as follows:

Standard Operational Hours:

Saturdays: From 9:00 am – 1:00 pm : Liturgy and Sunday school

From 6:00 pm – 7:00 pm : Vespers prayers

From 7:00 pm – 9:00 pm : Mid night praises

Sunday: From 9:00 am – 2:00 pm : Liturgy and Sunday school

Feasts Schedule of Operation:

Friday before passion week: 9:00am – 3:00pm

The passion week:

Saturday: 9:00am – 2:00pm : Liturgy and Sunday School

6:00pm – 9:00pm : Vespers and Midnight Praises

Sunday: 9:00am – 2:00pm : Palm Sunday

6:00pm – 9:00 pm : Night passion week prayers

Saturday: 12:00am – 6:30am : Apocalypse Prayers and Divine Liturgy

5:00pm – 10:00pm: Feast of the resurrection liturgy

Sunday: 10:00 am – 2:00pm : Sunday School and Feast Celebration Gathering

Nativity Feast:

January 6th: 5:00 pm – 9:00 pm : Nativity Feast Divine Liturgy

January 7th: 10:00 am – 2:00pm : Sunday School and Feast Celebration Gathering

Feast of the Baptism of Our Lord Jesus Christ

Variable day in January based on the Coptic Calendar

5:00 pm – 9:00 pm : Feast Divine Liturgy

C. Staff's Analysis

The proposed church use is listed as a principal permitted use in the L-O (Limited Office) zoning district per UDC Table 11-2B-2, subject to the specific use standards listed in UDC 11-4-3-6 – Church or Place of Religious Worship, as follows: *“Schools, child daycare services, meeting facilities for clubs and organizations, and other similar uses not operated primarily for the*

purpose of religious instruction, worship, government of the church, or the fellowship of its congregation may be permitted to the extent the activity is otherwise permitted in the district.”

A corridor improvement project, which includes widening N. Locust Grove Rd. along the east boundary of the site, is included in the Capital Investment Program for design year 2028-2029. Additional right-of-way (ROW) is required to be dedicated with development to total 50 feet from centerline of Locust Grove Rd. as required by ACHD for the ultimate expansion of the road to 5-lanes. A typical street section required by ACHD for such roadway is shown below:

Road / R/W	Walk to P/L	MUP	Planter	Curb & Cutter	Outside Lane	Thru Lane	Turn Lane	Thru Lane	Outside Lane	Curb & Cutter	Planter	MUP	Walk to P/L
5-Lane Minor Arterial Street Section w/ Multi-Use Path													
59 / 99	2	10	8	2	11	11	11	11	11	2	8	10	2
Right of Way at Private and Public intersections shall adjust to the setbacks required within the Multi-Use Pathway Toolkit													
Right of Way at driveways shall adjust to the setbacks required within the Multi-Use Pathway Toolkit													

Additional ROW is required to be dedicated with development along Bright Angel Ave. for a 3-lane commercial roadway to total 27 feet from centerline. A typical street section required by ACHD for such roadway is shown below:

Road / R/W	Walk to P/L	Walk	Curb	Bike Lane or Parking	Outside Lane	Turn Lane	Outside Lane	Bike Lane or Parking	Curb	Walk	Walk to P/L
2-Lane Commercial w/ Parking											
36/50	2	5	.5	7.5 (Parking)	10	-	10	7.5 (Parking)	.5	5	2
3-Lane Commercial											
40/54	2	5	.5	-	13	13	13	-	.5	5	2

A 25-foot wide street buffer is required to be provided along Locust Grove Rd., measured from the ultimate back of curb location, with landscaping in accord with the standards listed in UDC 11-3B-7C. **The proposed concept plan depicts a reduced buffer width of 12’6”, which requires submittal of an alternative compliance application and demonstration that a unique hardship caused by the required street buffer exists; the request needs to also include a proposal of a specific alternative landscape plan that meets or exceeds the intent of the required buffer – in no case shall the width be reduced to less than 10% of the depth of the lot (after ROW dedication). A reduction to the buffer width shall not affect building setbacks – all structures shall be set back from the property line a minimum of the buffer width required in the district. Such application/request has not been submitted or approved by the Director and would need to be in order for the proposed development plan to be viable. This application should be submitted and approved prior to City Council approval of the signed DA if the subject MDA application is approved.**

A minimum 20-foot wide buffer to residential uses is required to be provided along the northern property boundary per UDC Table 11-2B-3 with landscaping per the standards listed in UDC 11-3B-9C. The Applicant requests a reduced buffer width of 5 feet along this boundary with no reductions to the building setback. The UDC (11-3B-9C.2) states, “*The width of the buffer is determined by the district in which the property is located, unless such width is otherwise modified by City Council at a public hearing with notice to surrounding property owners. The tables of dimensional standards for each district in accord with Chapter 2, "District Regulations", of this Title establish the minimum buffer size. A reduction to the buffer width shall not affect building setbacks; all structures shall be set back from the property line a*

minimum of the buffer width required in the applicable zoning district.” **Staff recommends the Applicant obtain a letter from the residential property owner stating they’re in agreement with the reduced buffer width proposed prior to the Council hearing (if they are in agreement). The Council should determine if the request is appropriate.**

Based on the square footage of the building, a minimum of 20 off-street vehicle parking spaces and one (1) bicycle parking space are required to be provided for non-residential uses in commercial districts per UDC 11-3C-6B.1. With the proposed development plan, only 11 off-street parking space are provided on the site; an additional 15 spaces are proposed to be provided off-site through a shared use parking agreement, which will provide a total of 26 off-street parking spaces for the site. There are conflicts that exist between the standard hours of operation of the daycare and the proposed church on Saturday evenings between 6:00 pm and 9:00 pm and during certain days/times on Holy holidays (i.e. Feasts). **Staff recommends the Applicant submit an updated shared use parking agreement and/or hours of operation for the church that don’t conflict with the standard operating hours for both uses, including those for Holy holidays (i.e. Feasts). This should be submitted prior to City Council approval of the signed DA if the proposed MDA application is approved, and included as an exhibit in the DA.**

Per UDC 11-3C-7A, conditions favorable to providing alternatives to off-street parking are as follows: *(Staff’s analysis is in italics)*

1. There are convenient pedestrian connections between separate properties;
Sidewalks along streets provide a pedestrian connection between the two properties.
2. The properties and/or uses are within one thousand (1,000) feet of each other;
The properties are within approximately 600 feet of each other.
3. The principal operating hours of the uses are not in substantial conflict with one another; and

The proposed hours for the church and the existing daycare facility hours of operation are listed above. The hours of operation between the two uses conflict on the Friday before passion week from 9:00 am to 3:00 pm, on Saturday during passion week from 1:00 to 2:00 pm, January 6th (Tuesday) from 5:00 to 6:00 pm, January 7th (Wednesday) from 10:00 am to 2:00 pm, and possibly on the variable day in January based on the Coptic Calendar. The parking agreement doesn’t state parking can be utilized on Saturday evenings from 6:00 to 9:00 pm – because the daycare isn’t currently open on Saturdays, these hours can probably be included. Because the minimum on-site parking standards are not being met, Staff sees this as a significant conflict during these times. For this reason, Staff recommends the Applicant submit an updated shared use parking agreement and/or hours of operation for the church that don’t conflict with the standard operating hours for both uses, including the Holy holidays (i.e. Feasts), for inclusion in the new DA.

If the daycare facility decides to operate on Saturdays in the future, shared parking would not be available during the standard operating hours between 9:00 am and 1:00 pm for liturgy and Sunday school or during Passion Week between 9:00 and 2:00 pm and from 5:00 pm to 6:00 pm during the feast of the resurrection liturgy. This would present a significant conflict if this happens, which would require an alternative shared parking agreement.

Note: The Applicant states that Passion Week is a week that lies between April and early May – the date varies based on the Coptic calendar. The only event that will be outside that week will be Good Friday, which is a working day for the congregation – attendance

is usually very limited and should be able to be accommodated on-site with possibly a couple of overflow spaces on the street.

4. Directional signs provide notice of the availability of parking.

Signs will need to be provided if this application is approved.

Per UDC 11-3C-7B, the shared use agreement must comply with the following standards: *(Staff's analysis is in italics)*

1. All parties involved with the shared use parking area shall submit a written agreement to the director, signed by the applicable parties involved. The agreement shall specify the following:

- a. Party or parties responsible for construction; and

This is not applicable as the parking lot has already been constructed.

- b. Party or parties responsible for maintenance.

The proposed agreement does not include information on who is responsible for maintenance of the surface of the existing parking area other than that the User is responsible for keeping the area clean. If approved, the agreement should be revised to include this information.

2. The applicant or owner shall record such agreement with the Ada County Recorder prior to issuance of any permits.

If this application is approved, a revised agreement that includes all information specified herein will need to be recorded.

3. The shared use parking agreement may be terminated by the parties only if off street parking is provided in conformance with this article and approved by the director prior to the termination.

The proposed agreement states that the agreement could continue indefinitely or until either party ends it. Prior to termination of the agreement, the church will provide street parking in accord with 11-3C-7 to be approved by the City – this should be amended to specify off-street parking.

Note: Parking concerns were raised by Staff during the pre-application and conveyed to the Applicant. Staff suggested the Applicant work with the abutting property owner to the south to enter into a shared parking agreement or purchase additional land to enlarge the site. The Applicant states neither of these options is feasible.

Although the proposed use will comply with the minimum off-street parking standards through the shared use parking agreement *if* it or the hours of operation of the church are amended so that no conflicts exist and *if* it's approved by the Director, additional parking may be needed for an occupancy of 160 people, which will overflow off-site along streets within the residential neighborhood.

If Council determines the proposed MDA is appropriate, Staff recommends most of the existing DA provisions, as still applicable, be carried over to the new DA along with new provisions as discussed above and noted below in Section IV.

IV. CITY/AGENCY COMMENTS & CONDITIONS

Staff recommends the Applicant submit and obtain Director approval of Alternative Compliance applications for an alternative off-street parking plan as set forth in UDC 11-3C-7F

in order to comply with the off-street parking standards listed in UDC 11-3C-6; and a reduced street buffer width along N. Locust Grove Rd. prior to City Council approval of the signed DA. This will ensure the DA isn't amended for a development plan that isn't approved for development. If one or both of these applications is denied by the Director, revisions to the site plan shall be made to comply with the minimum standards for such in UDC 11-3C-6 and/or UDC Table 11-2B-3, as applicable.

Additionally, Staff recommends the Applicant submit an updated shared use parking agreement and/or hours of operation for the church that don't conflict with the standard operating hours for both uses, including the Holy holidays (i.e. Feasts), for inclusion in the new DA.

A. Planning Division

The new DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the modification. The DA shall, at a minimum, incorporate the following provisions:

1. Direct lot access to N. Locust Grove Road, an arterial street, is prohibited in accord with UDC 11-3A-3.
2. Sidewalk shall be installed along N. Locust Grove Road where it doesn't currently exist in the location and width to match the existing sidewalk in accord with the standards listed in UDC 11-3A-17 and as required by ACHD. The sidewalk shall go around the existing irrigation vault to provide continuous pedestrian access.
3. Additional right-of-way shall be dedicated to ACHD to widen N. Bright Angel Ave. and N. Locust Grove Rd. as required by ACHD. The pavement for N. Bright Angel Ave. shall be widened and curb, gutter and sidewalk shall be constructed with development of the site as required by ACHD.
4. All existing open waterways on the site shall be piped as set forth in UDC 11-3A-6B.
5. Future development of this site shall be generally consistent with the conceptual site plan and building elevations depicted in Section VII.D and the provisions included herein.
6. Compliance with the specific use standards listed in UDC 11-4-3-6 – Church or place of religious worship is required.
7. The site plan submitted with the Certificate of Zoning Compliance application for this site shall take into consideration the ultimate right-of-way for N. Locust Grove Road per the Master Street Map in regard to sidewalk, street buffer and building locations.
8. Mitigation is required for any existing trees 4-inch caliper or greater that are removed from the site in accord with the standards listed in UDC 11-3B-10C. Contact the City Arborist prior to removal of any trees from the site to confirm mitigation requirements.
9. Future development of this site is required to comply with the design standards listed in UDC 11-3A-19 and the Architectural Standards Manual.
10. The applicant shall submit and obtain approval of a Certificate of Zoning Compliance and Administrative Design Review application prior to submittal of a building permit application(s).
11. The church shall operate in accord with the hours specified herein in accord with the shared use parking agreement and shall not extend beyond the hours of 6:00 am to 10:00 pm as set forth in UDC 11-2B-3B for the L-O zoning district.

12. Compliance with the shared use agreement for parking included in Section VI.E shall be required.
13. Directional signs shall be installed on the site as notice of the availability of off-site parking in accord with UDC 11-3A-7A.1d.
14. City Council granted the Applicant's request for a reduced buffer to residential uses along the northern boundary of the site from 20 feet to 5 feet as allowed by UDC 11-3B-9C.2. The reduced buffer width shall not affect building setbacks; all structures shall be set back from the property line a minimum of the buffer width required in the applicable zoning district.

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

<https://weblink.meridiancity.org/WebLink/Browse.aspx?id=393924&dbid=0&repo=MeridianCity>

V. ACTION

A. Staff:

Staff recommends approval of the requested Development Agreement Modification that includes the above provisions in Section IV.

B. City Council:

The Meridian City Council heard these items on July 8, 2025. At the public hearing, the Council moved to approve the subject MDA request contingent upon the Director's approval of the two (2) forthcoming alternative compliance applications, as noted.

1. Summary of the City Council public hearing:

- a. In favor: Kerrelos Youseff
- b. In opposition: None
- c. Commenting: Tom Rawlins, Parkins-Nourse ditchrider
- d. Written testimony: None
- e. Staff presenting application: Sonya Allen
- f. Other Staff commenting on application: None

2. Key issue(s) of public testimony:

- a. There is only a certain time of the year that the Parkins-Nourse lateral would be able to piped (i.e. during the off-irrigation season).

3. Key issue(s) of discussion by City Council:

- a. If the purchase of the property to the north goes through it would allow for additional parking to be provided for the proposed use but it's not required.
- b. In support of the faith community and the proposed church.

4. City Council change(s) to Commission recommendation:

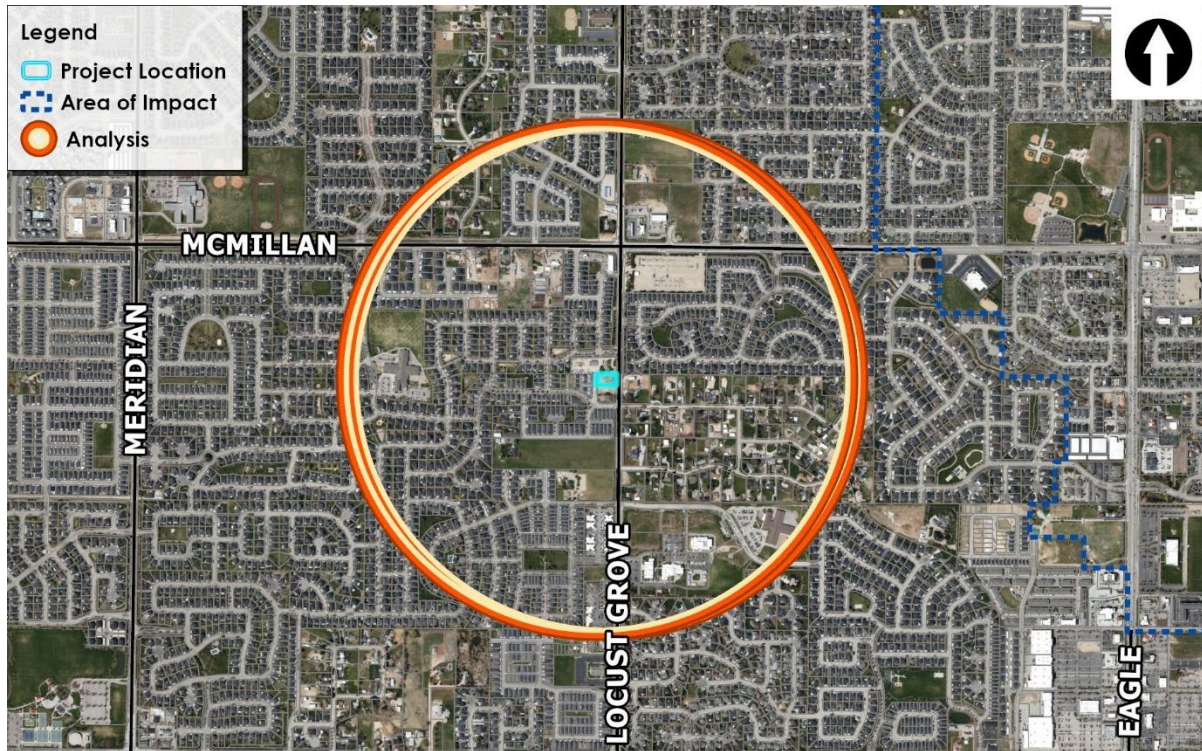
- a. Council granted the request for a reduced buffer width to the residential uses to the north from 20' to 5'.
- b. At the request of Staff, Council included a modification to DA provision #11 to restrict the business hours of operation of the church to the hours between 6:00 and 10:00 pm as set forth in UDC 11-2B-3B for the L-O zoning district.
- c. Council approved the MDA request as recommended by Staff contingent upon the Director's approval of forthcoming alternative compliance applications for a reduced street buffer along Locust Grove Rd. and an alternative off-street parking plan (i.e. shared use parking agreement).

VI. EXHIBITS

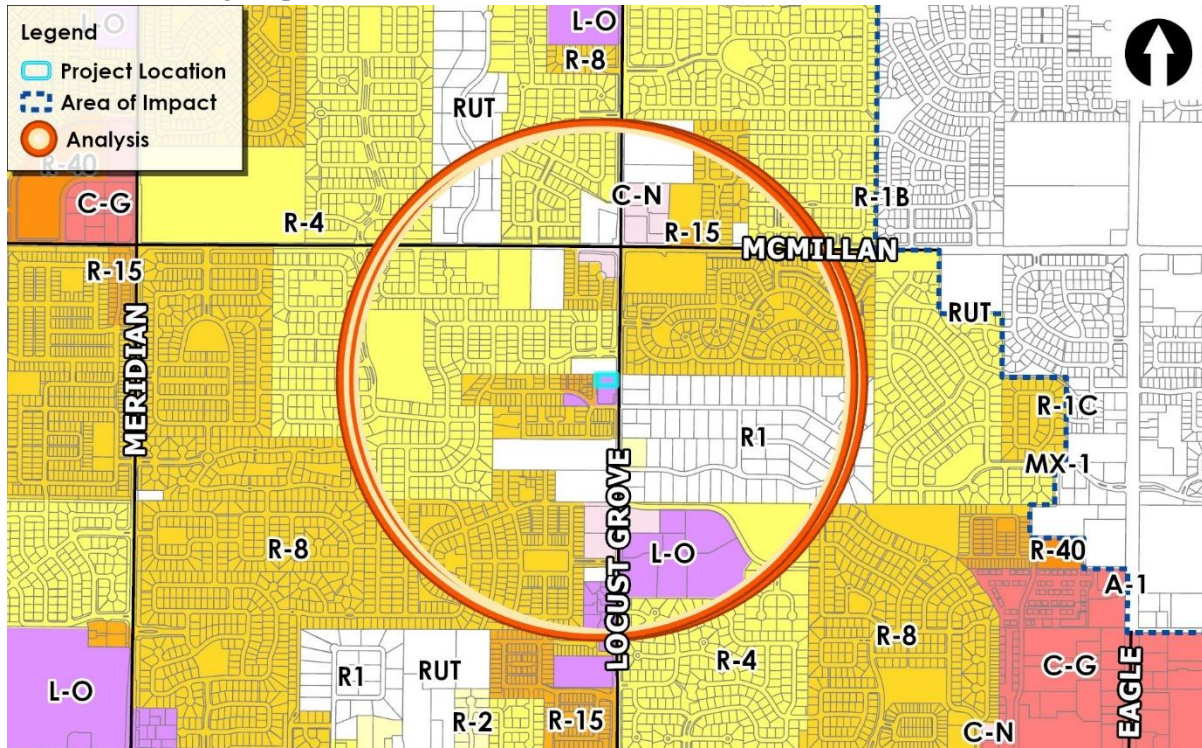
A. Project Area Maps

(link to [Project Overview](#))

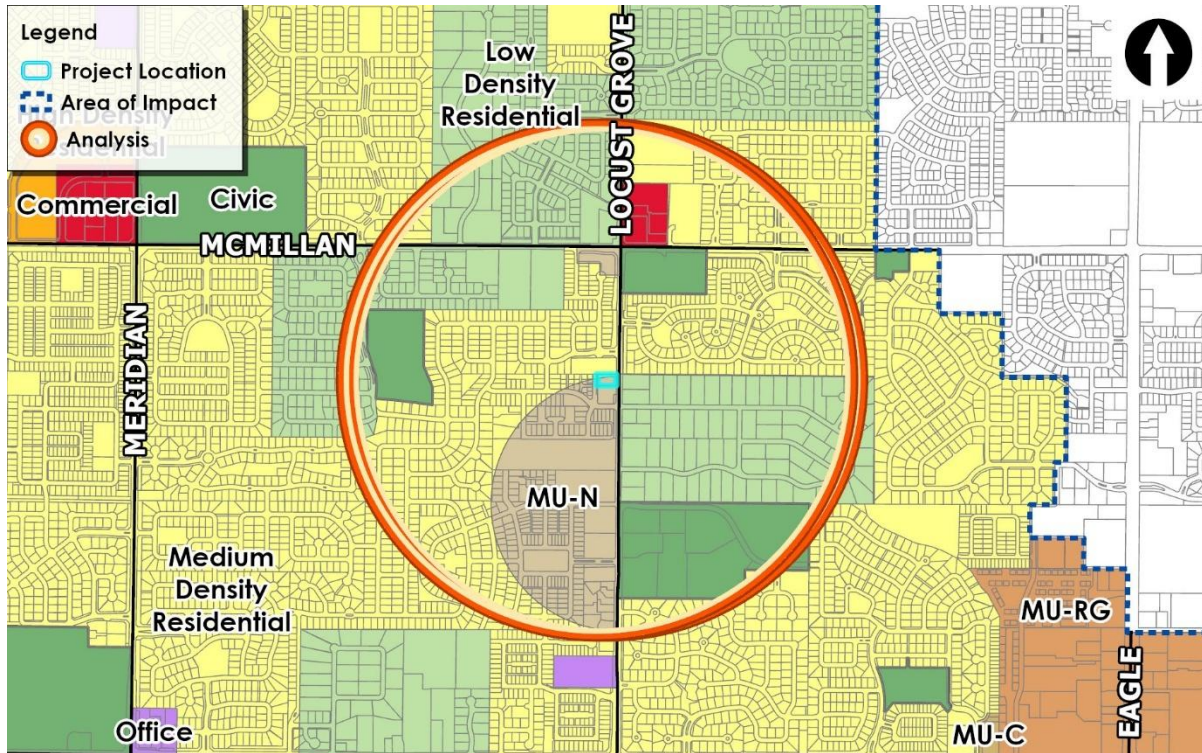
1. Aerial



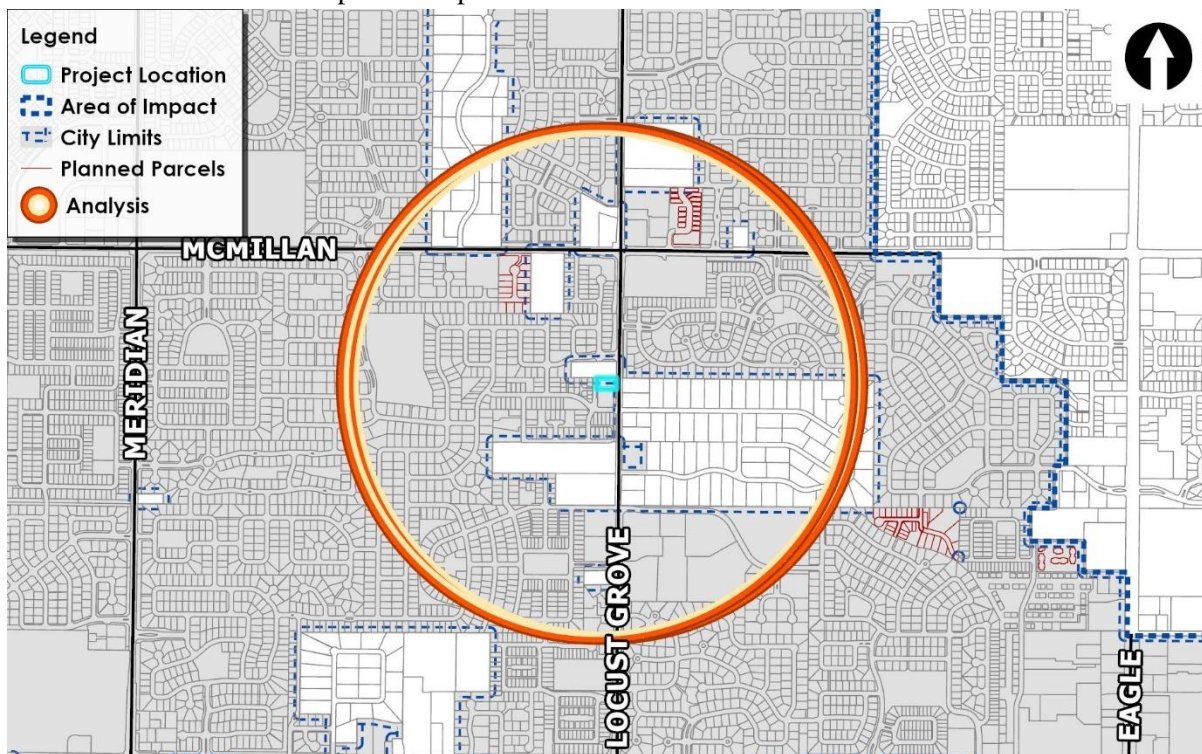
2. Zoning Map



3. Future Land Use



4. Planned Development Map



B. Approved Conceptual Development Plan & Building Elevations Included in Existing Development Agreement



© 2004 VNU

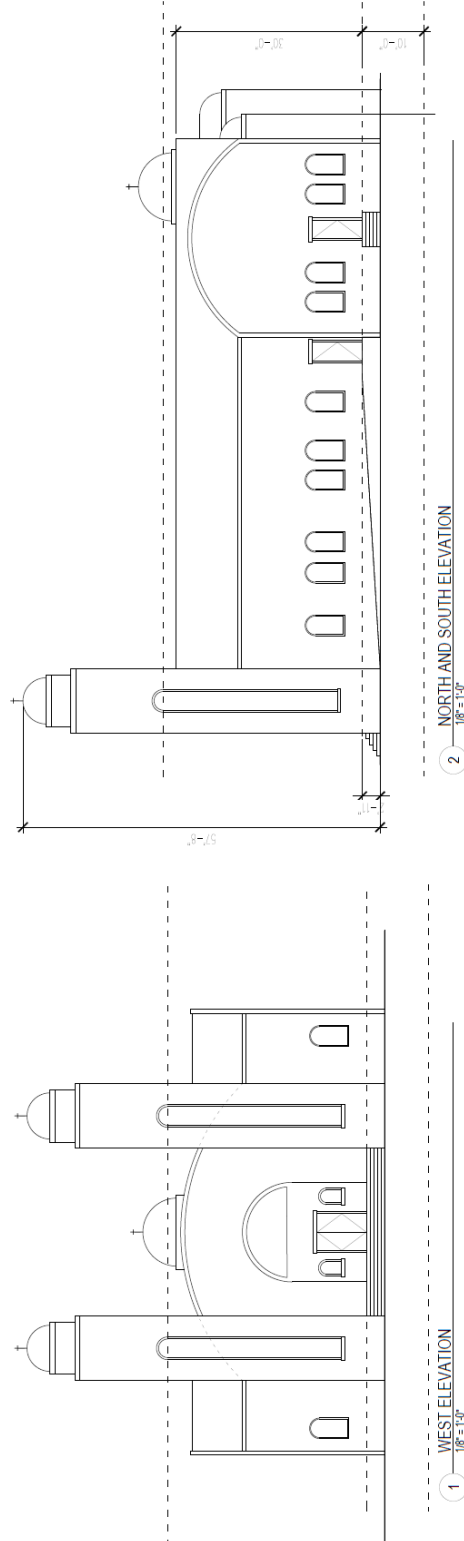


VIRGIN MARY AND ST. MARK COPTIC ORTHODOX CHURCH

4379 N LOCUST GROVE RD, MERIDIAN, ID 83646

PRELIMINARY
DRAFT

06/28/2025



D. Floor Plan – Main Level and Lower Level (dated: 6/28/2025)

VIRGIN MARY AND ST. MARK
COPTIC ORTHODOX CHURCH
4379 N LOCUST GROVE RD, MERIDIAN, ID 83646

PRELIMINARY PLAN
DRAFT
06/28/2025



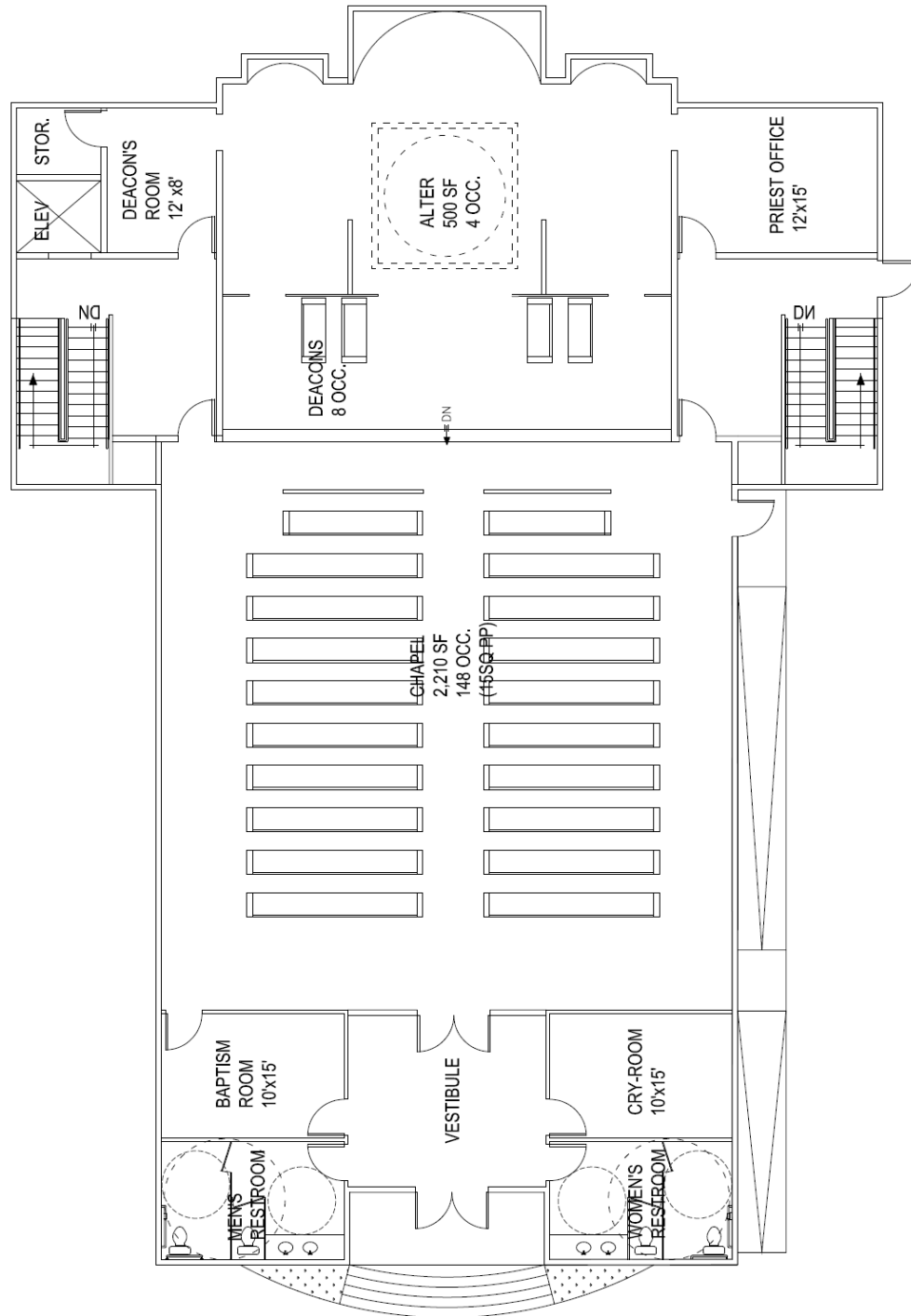
1 LOWER LEVEL FLOOR PLAN - 5,600 SF
1/4" = 1'-0"

VIRGIN MARY AND ST. MARK COPTIC ORTHODOX CHURCH

4379 N LOCUST GROVE RD, MERIDIAN, ID 83646

PRELIMINARY PLAN
DRAFT

06/28/2025



1 MAIN LEVEL FLOOR PLAN - 5,600 SF
1/4" = 1'-0"

E. Shared Parking Agreement – NOT APPROVED

PARKING AGREEMENT

This agreement is made between:

Brighter Beginnings Learning Center ("Owner"), located at 1463 E Star Dr, Meridian, ID 83646, and Virgin Mary & St. Mark Coptic Orthodox Church, Inc. ("User") which is in process of acquiring 4379 N Locust Grove Rd Meridian, ID 83646.



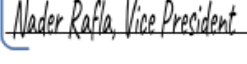
User may use up to 15 parking spaces on Owner's property on Saturdays (church's overflow needs most likely between 9am and 1pm), Sundays and on Holy holidays, when Owner's parking needs are expected to be less. Additional spaces require approval.

Agreement acknowledges Owner's current regular business hours are 6:30AM – 6:00PM Monday thru Friday but could be expanded to Saturdays in the future.

User will keep the area clean and follow all parking rules. Owner is not responsible for any damage, theft, loss, or injury. User agrees to hold Owner harmless from any issues arising from their use of the parking spaces. User accepts full responsibility for its members use and all members also agree to hold Owner harmless from any issues arising from their use.

Shared use parking agreement starts upon church completion, continues indefinitely or until either party ends it. Prior to a parking agreement termination, the church will provide street parking, in conformance with 11-3C-7, to be approved by the city of Meridian.

Signed & Agreed:

OWNER: Brighter Beginnings Learning Center By:  Name: <u>Greg Feltenberger</u> Title: <u>Owner</u> Date: <u>06/30/25</u>	USER: Virgin Mary & St. Mark Coptic Orthodox Church, Inc. By:  Name: <u>Fr. Mina Salama</u> Title: <u>President</u> Date: <u>06/30/25</u>
MAINTENANCE OF THE 15 PARKING SPACES: Virgin Mary & St. Mark Coptic Orthodox Church, Inc. By:  Name: <u>Nader Rafla</u> Title: <u>Church Member</u> Date: <u>06/30/25</u>	

F. Legal Description & Exhibit Map of Property to be Included in New Development Agreement

PARCEL DESCRIPTION

FOR

VIRGIN MARY AND ST. MARK COPTIC CHIRCH

A parcel of land being a portion of Lot 10 of Crestwood Subdivision No. 1 as shown on the Official Plat thereof on file in Book 28 of Plats at Page 1757-1758 in the Office of the Recorder of Ada County, Idaho, lying in the NE 1/4 of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, said parcel of land being more particularly described as follows:

Commencing a brass cap at the NE corner of Section 31; thence along the East line of Section 31, S.00°33'02"W. 1329.50 feet to a point; thence N.89°48'39"W. 32.99 feet to a 5/8" iron pin marking the West right-of-way of N. Locust Grove Road, also being the POINT OF BEGINNING;

Thence along the north line of Lot 10 Crestwood Subdivision No 1, N.89°48'39" W. 208.73 feet to a 5/8" iron pin;

Thence along the East right-of-way for N. Bright Angel Ave., S.00°34'39"W. 116.50 feet to a point;

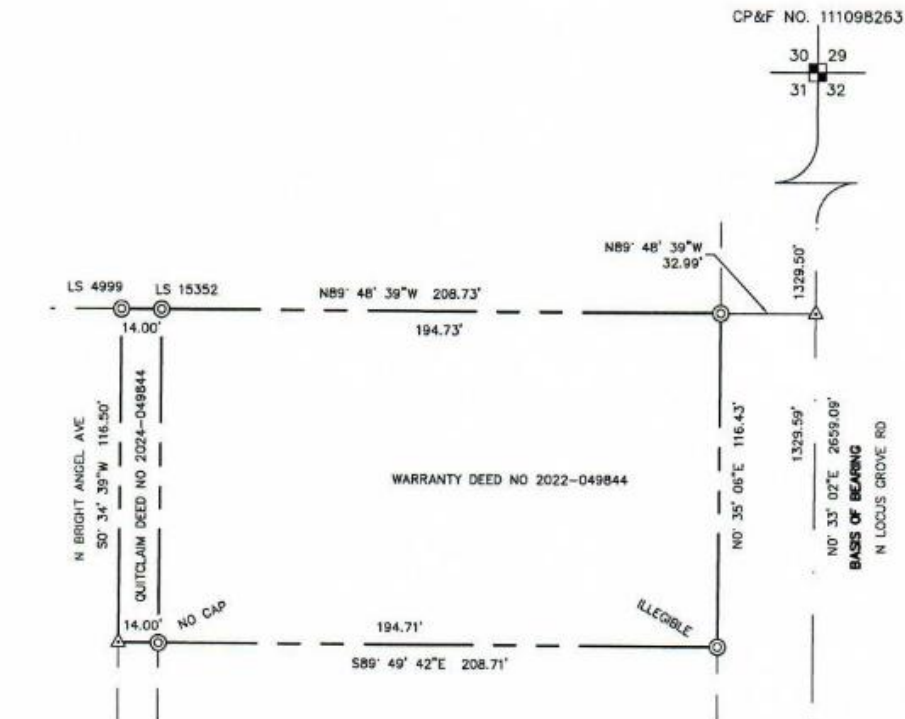
Thence S.89°49'42"E. 208.71 feet to a 5/8" iron pin;

Thence along the West right -of-way of N. Locust Grove Road, N.00°35'06"E. 116.43 feet to the POINT OF BEGINNING.

Said parcel contains 0.56 acres more or less and is subject to all existing easements and right-of-ways of record or implied.



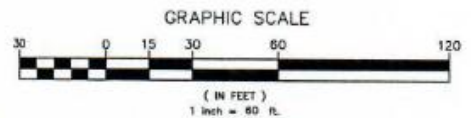
EXHIBIT B
DRAWING SHOWING A PORTION LOT 10 OF
CRESTWOOD SUBDIVISION NO. 1 LYING IN THE NE
1/4 OF SECTION 31, T.4N., R.1E., B.M., ADA
COUNTY, IDAHO, 2023.



LEGEND

- BOUNDARY LINE
- SECTION LINE
- - - PROPOSED BOUNDARY
- - - LOT LINE
- ⊙ RIGHT OF WAY DEDICATION
- ⊕ FOUND 5/8" IRON PIN
- ⊞ FOUND ALUMINUM CAP
- △ CALCULATED POINT—NOT SET

E 1/4 CORNER
 SECTION 31
 CP&F NO. 2022-019458



J.J. HOWARD

MAPPING / SURVEYING

2003 N. STATE ST., STE. 8 / Boise, Idaho 83703 (208) 348-0827

DATE:
5/16/23

DESIGN BY:
EJH

DRAWN BY:
EJA

SHEET: OF
1 1

SCALE:
1" = 20'

DRAWING NO.
411-31-1-BK28-PG1757

VIRGIN MARY AND ST. MARK COPTIC CHURCH

EXHIBIT B

EXHIBIT C

Instrument # 2025-074046

Ada County, Boise, Idaho

11/07/2025 12:19:45 PM No. of Pages: 1

Recorded for: VIRGIN MARY & ST MARK COPTIC

Trent Tripple Fee: \$10.00

asteelle

**SHARED PARKING AGREEMENT**

This agreement is made between:

The owner of the building and land – Located at 1463 E Star Dr., Meridian, ID 83646 ("Owner"), and Virgin Mary & St. Mark Coptic Orthodox Church, Inc. ("User") which is in process of acquiring 4379 N Locust Grove Rd Meridian, ID 83646.

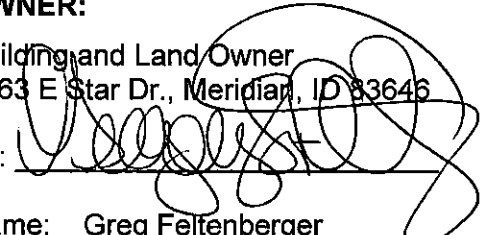

User may use up to 15 parking spaces on Owner's property on Saturdays and Sundays and on Holy holidays when Owner does not have regular business hours (6:30AM – 6:00PM Monday thru Friday). Additional spaces require approval.

This agreement starts upon church completion and continues indefinitely, or until either party ends it.

User will keep the area clean and follow all parking rules. Owner is not responsible for any damage, theft, loss, or injury. User agrees to hold Owner harmless from any issues arising from their use of the parking spaces. User accepts full responsibility for its members use and all members also agree to hold Owner harmless from any issues arising from their use.

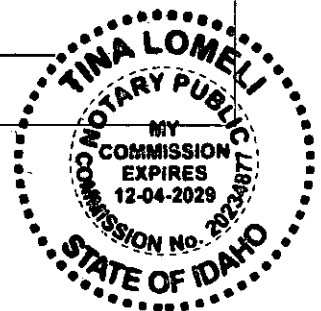
Shared use parking agreement may be terminated by the parties however the church will provide street parking in conformance with 11-3C-7 prior to the termination to be approved by the city of Meridian.

Signed & Agreed:

OWNER: Building and Land Owner 1463 E Star Dr., Meridian, ID 83646 By:  Name: <u>Greg Feltenberger</u> Title: <u>Owner</u> Date: <u>11 / 7 / 2025</u>	USER: Virgin Mary & St. Mark Coptic Orthodox Church, Inc. MAINTENANCE OF THE 15 PARKING SPACES: Virgin Mary & St. Mark Coptic Orthodox Church, Inc. By:  Name: <u>Dr. Nader Rafla</u> Title: <u>Vice President</u> Date: <u>11 / 7 / 2025</u>
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state of Idaho
County of Ada

This Record was acknowledged before
me on November 7 ²⁰²⁵ by Greg Feltenberger
and Nader Rafla



Tina Lomeli
Signature of notary Public
My Commission expires: 12/04/2029