

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City Clerk
City of Meridian
33 E. Broadway Avenue
Meridian, ID 83642

(Space Above For Recorder's Use)

**STREET LIGHT AND ELECTRICAL MAINTENANCE AGREEMENT:
6437 N. TREE HAVEN WAY, MERIDIAN**

This STREET LIGHT AND ELECTRICAL MAINTENANCE AGREEMENT: 6437 N. TREE HAVEN WAY, MERIDIAN ("Agreement") is made and entered into this 22nd day of February 2021 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), whose address is 33 E. Broadway Ave., Meridian, Idaho, 83642, and Scott Harrop, on behalf of Rock Harbor Church, Inc. ("Owner"), whose address is 1608 N. Meridian Road, Suite 125, Meridian Idaho 83642.

WHEREAS, the Rockbury Subdivision was, at the time of platting, owned by Rockbury Church, Inc and said Owner is responsible for complying with the conditions of approval of the Rockbury Subdivision;

WHEREAS, as a requirement of the final plat for the Rockbury Subdivision at Meridian, Idaho, ("Property"), Owner is required to install a City of Meridian Type 2 streetlight along the frontage of N. Tree Farm Way ("Street Light");

WHEREAS, the approved streetlight plan calls for a streetlight to be installed so that the light may be connected to an appropriate City owned circuit that conforms to Idaho Power requirements and the electricity billed to the City of Meridian;

WHEREAS, as an alternative to installation of conduit and landscaping repairs, the Owner has requested authorization to connect the Streetlight to the new circuit at the Property, and in exchange is willing to pay for electricity to illuminate the Streetlight as part of Owner's electrical bill until lights and conduit are installed along the frontage of N. Tree Farm Way, between Chinden Blvd and N. Tree Haven Way and the Property, at which point Owner will connect the Streetlight to City's lighting circuit in compliance with all applicable voltage, circuit, and other electrical requirements;

WHEREAS, such proposal is to the benefit of the City from an operations and maintenance standpoint.

NOW, THEREFORE, for the exchange of good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

I. OWNERS' COMMITMENTS

- A. **Streetlight and conduit.** Owner shall install one (1) City Standard Type 2 street light, 25' in height at Property, and shall connect such Streetlight to the property circuit. The fixture shall be from the current approved City of Meridian Approved Fixture List. Additionally, Owner shall install a junction box and conduit necessary for the connection to future lights to be made without damage to the sidewalk or existing landscaping. These installations shall be made in accordance with the current edition of the Meridian Supplemental Specifications to the Idaho Standards for Public Works Construction ("ISPWC").
- B. **Electricity.** From the Effective Date of this Agreement forward, Owner shall be responsible for paying Idaho Power Company, its successors and assigns for the provision of electricity required to operate the Streetlight.
- C. **Conduit.** Owner shall maintain and ensure the integrity of all street lighting conduit between the Street Light's junction box up to the power source on Owner's Property. Owner shall be responsible for any and all necessary maintenance and repairs and costs related thereto.
- D. **Digline: Prior to undertaking any underground conduit work, Owner shall call Digline and shall be** responsible to comply with the Idaho Underground Damage Prevention Act,
- E. **Effect of streetlight installation at adjacent property.** In the event that street lights are installed along the frontage of the property adjacent to the Property, Owner, at Owner's sole expense, shall connect the streetlight to the newly installed system utilizing existing conduit and conduit installed pursuant to section I(A) of this Agreement.
- F. **Electricity.** From the Effective Date of this Agreement, Owner shall be responsible for timely paying Idaho Power Company, and/or its successors and assigns, for the provision of electricity to the Streetlight. Upon installation and/or connection of a separate meter billed to the City of Meridian for Streetlight, the City shall assume responsibility for timely paying Idaho Power Company, and/or its successors and assigns, for the provision of electricity to the Streetlight.
- G. **Operations.** The Streetlight that is the subject of this Agreement shall be activated and operational to provide light from the fixture from dusk till dawn, 7 days a week.

II. CITY'S COMMITMENTS

- A. **Street Light maintenance.** From the Effective Date of this Agreement forward, City shall be responsible for:
1. Replacement, as needed to ensure functionality, of: fuses, wiring, bulbs, ballasts, fixture or photoelectric cells in the Streetlight; and
 2. Replacement and/or repair, as needed due to damage, deterioration, or loss, of the Streetlight, and any component or appurtenance thereof, with the exception of conduit outside of the right-of-way.
- B. **Recordation.** This Agreement shall be recorded by City against the following subdivision: Rockbury Subdivision.

III. GENERAL PROVISIONS.

- A. **Time is of the essence.** Owners acknowledge that commitments made under this Agreement shall be performed in a timely manner. The Parties acknowledge and agree that time is strictly of the essence with respect to this Agreement, 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 party so failing to perform.

- B. **Default.** Any failure to perform the terms and conditions of this Agreement, or any portion thereof, shall be a default hereunder. In the event of a default, the non-defaulting party may serve a written Notice of Default upon the defaulting party by the method set forth herein. Except in case of an imminent or realized threat to the public health, safety, or welfare, the defaulting party shall have thirty (30) days following delivery of such notice to cure or correct the default before the non-defaulting party may seek any and all legal remedies.
 - 1. **Effect of default.** If Owner defaults, Owner, at Owner's sole expense, shall install a meter pedestal within the public right-of-way or utility easement along Locust Grove Road to power the Street Light. All work undertaken pursuant to this provision shall comply with the most recent edition of the Meridian Supplemental Specifications to the ISPWC.
 - 2. **City may invoice.** If Owner's failure to fulfill any of Owner's responsibilities under this Agreement necessitates action by City to fulfill such responsibilities, City shall invoice Owner for City's actual costs, which costs Owner shall pay within thirty (30) days of issuance. If Owner fails to timely pay such invoice in full, the costs enumerated therein shall be appended to Owner's City of Meridian utility bill, and City may shut off any and all City utilities until such costs are paid in full, with no further notice to Owner.

- C. **Notices.** Any notice desired by the Parties or required by this Agreement shall be deemed delivered after deposit in the United States Mail, postage prepaid, addressed as follows:

City: City of Meridian Attn: City Clerk 33 E. Broadway Ave. Meridian, Idaho 83642	Owner: Rock Harbor Church, Inc Attn: Scott Harrop 1608 N. Meridian Road, ste. 125 6437 N. Tree Haven Way Meridian, ID 83642 83646
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- D. **Binding upon successors.** This Agreement shall be binding upon Owners, any and all current and subsequent owners of the Property, and each and every other person acquiring an interest in Property. Nothing herein shall, or shall be construed to, in any way prevent the sale or alienation of the property or any portion thereof, except that any sale or alienation of Property shall occur subject to the provisions of this Agreement, and any successive owner or owners shall be bound by the conditions and restrictions herein expressed.

- E. **Compliance with laws.** Throughout the course of this Agreement, Owners shall comply with any and all applicable federal, state, and local laws.

- F. **Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- G. **Cumulative rights and remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- H. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- I. **Entire agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 22nd day of February, 2021.

OWNER:


 Scott Harrop



STATE OF IDAHO)
) ss:
 County of ADA)
 I HEREBY CERTIFY that on this 22nd day of February, 2021, before the undersigned, a Notary Public in the State of Idaho, personally appeared **Scott Harrop**, proven to me to be the person who executed the said instrument, and acknowledged to me that he 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.

 Kelli Deanne McKee
 Notary Public for Idaho
 Residing at Ada County, Idaho
 My Commission Expires: May 22, 2023

CITY OF MERIDIAN:

 Robert E. Simison, Mayor

STATE OF IDAHO)
) ss:
 County of ADA)
 I HEREBY CERTIFY that on this _____ day of _____, 2021, before the undersigned, a Notary Public in the State of Idaho, personally appeared **Robert Simison** and _____, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument on behalf of the City of Meridian, and acknowledged to me that the City of Meridian 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.

Attest: _____
 City Clerk

 Notary Public for Idaho
 Residing at _____, Idaho
 My Commission Expires: _____