

**AGREEMENT TO ACCEPT PAYMENT IN LIEU  
OF INSTALLING STREETLIGHTS AT AMITY STORAGE**

This AGREEMENT TO ACCEPT PAYMENT IN LIEU OF INSTALLING STREETLIGHT AT AMITY STORAGE ("Agreement"), made this \_\_\_\_\_, 2024 ("Effective Date") between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho ("City"), and Open Door Rentals LLC, whose address is 1977 East Overland Road, Meridian, Idaho 83642 ("Property Owner").

**WHEREAS**, Property Owner is the owner of Amity Storage, located at 4940 S Meridian Rd Meridian, ID 83642 ("Business");

**WHEREAS**, Property Owner is currently unable to install the required streetlights along Meridian Road, because City is still collecting funds for future installation; and,

**WHEREAS**, once funds have been collected, City will install the required streetlights following Property Owner's payment to City of the estimated amount necessary to install such streetlights;

**WHEREAS**, one of the Site-Specific Conditions of Approval of City's approval of LDIR-2022-0010, is that Property Owner must pay City of Meridian Thirty-three thousand dollars and zero cents (\$33,000.00) in lieu of installing two (2) streetlights on the east side of Meridian Road ("Location");

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, and in consideration of the recitals above, which are incorporated herein, the Parties agree as follows:

**I. COMMITMENTS BY PROPERTY OWNER.**

- A. Payment.** By May 1, 2024, Property Owner shall pay to City Thirty-three thousand dollars and zero cents (\$33,000.00), for the installation of two (2) streetlights at Location.
- B. Consent to entry.** Property Owner shall, and hereby does, provide to the City perpetual consent and access to enter the Subdivision for the purpose of inspecting or installing streetlights and related infrastructure. Except in the event of an imminent or realized threat to the public health, safety, or welfare, City shall provide Property Owner at least twenty-four (24) hours prior notice of such entry. Such notice may be verbal, written, or be posted at Location.

**II. COMMITMENTS BY CITY.**

- A. Installation.** City agrees to accept the amount set forth in this Agreement in lieu of requiring Property Owner to install the two (2) streetlights at Location.
- B. Payment of additional expense for installation.** Upon Property Owner's payment of the amount set forth herein, the requirement in LDIR-2022-0010 to install the two (2) streetlights

at Location shall be considered satisfied. City shall be responsible for any additional cost of installation of streetlight beyond the amount paid by Property Owner under this Agreement.

### III. GENERAL PROVISIONS.

- A. Default.** Any failure to perform the terms and conditions of this Agreement, or any portion thereof, shall be a default hereunder.
- B. 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:

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

If to Property Owner:  
Open Door Rentals LLC  
1977 E. Overland Road  
Meridian, Idaho 83642

Either Party may change its address for the purpose of this section by delivering to the other Party written notification of such change, establishing a new address for noticing purposes, in accordance with the requirements of this section.

- C. Time is of the essence.** The Parties 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 and default hereunder by the Party so failing to perform.
- D. Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any other provision or provisions contained herein.
- E. 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 fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- F. Final Agreement.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- G. Non-waiver.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in



enforcement. 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. Compliance with laws.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to streetlight installation and maintenance, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.

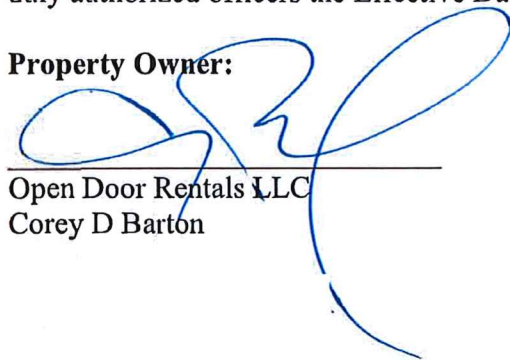
**I. Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorney or the opportunity to seek such advice.

**J. Warranty of authority.** Each party to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of such party and is a valid and binding obligation upon the persons or entity signing this Agreement.

**K. Approval Required:** This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

**IN WITNESS WHEREOF,** the parties shall cause this Agreement to be executed by their duly authorized officers the Effective Date first above written.

**Property Owner:**



Open Door Rentals LLC  
Corey D Barton

\_\_\_\_\_  
Robert E. Simison, Mayor  
City of Meridian

Attest: \_\_\_\_\_  
Chris Johnson  
City Clerk