

PROJECT AGREEMENT

This PROJECT AGREEMENT, made and entered into this ____ day of _____, 2022, by and between NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, party of the first party, hereinafter referred to as the “District,” and

THE CITY OF MERIDIAN, a political subdivision and
municipality of the State of Idaho,
33 East Broadway Avenue, Meridian, Idaho 83642

party or parties of the second part, hereinafter referred to as the “City,”

W I T N E S S E T H:

WHEREAS, the parties hereto entered into a Master Agreement entered into March 18, 2014 and recorded as Instrument No. 114029168 in the records of Ada County, Idaho, hereinafter referred to as the “Master Agreement;” and,

WHEREAS, the District and the City intended by entering the Master Agreement to establish a process for the City’s submission of encroachment proposals and the District’s consideration of such proposals and to provide the general conditions for the District’s approval and permission of encroachment proposals affecting the District’s ditches, property, operations and maintenance; and,

WHEREAS, the City is the owner of the real property/ right of way/license (burdened with the easement of the District hereinafter mentioned) particularly described in the “Legal Description” attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the District controls the irrigation/drainage ditch or canal known as the RUTLEDGE LATERAL (hereinafter collectively referred to as “ditch or canal”) together with the real property and/or easements to convey irrigation and drainage water, to operate and maintain the ditch or canal, and which crosses and intersects said described real property of the City as shown on Exhibit B attached hereto and by this reference made a part hereof; and,

WHEREAS, the City seeks permission to: 1) construct and install grass landscaping and sprinklers (specifically excluding trees) within the District’s easement where the Rutledge Lateral crosses through the intersection of N. Meridian Road north of E. Ada Street in Meridian, Idaho, under the terms and conditions of said Master Agreement and those hereinafter set forth,

NOW, THEREFORE, for and in consideration of the premises and of the covenants,

agreements and conditions hereinafter set forth and those set forth in said Master Agreement, the parties hereto agree as follows:

1. City may: a) construct and install grass landscaping and sprinklers (specifically excluding trees) within the District's easement where the Rutledge Lateral crosses through the intersection of N. Meridian Road north of E. Ada Street in Meridian, Idaho, as shown in the attached project plans stated as Exhibit B-1.

2. Any construction or crossing of said ditch or canal shall be performed in accordance with the project plans shown in Exhibit B-1 and the "Special Conditions" stated in Exhibit C, attached hereto and by this reference made part thereof.

3. The parties hereto incorporate in and make part of this Project Agreement all the covenants, conditions, and agreements of said Master Agreement unchanged except as the result of the provisions of this Project Agreement.

The covenants, conditions and agreements herein contained and incorporated by reference shall constitute covenants to run with, and running with, all of the lands of the City described in said Exhibit A, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

END OF TERMS - SEE FOLLOWING PAGES FOR SIGNATURES

IN WITNESS WHEREOF, the District has hereunto caused its corporate name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors and the City has hereunto subscribed its corporate name to be subscribed and its seal to be affixed thereto, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By _____
Its President

ATTEST:

Its Secretary

THE CITY OF MERIDIAN

By _____
Its

ATTEST:

STATE OF IDAHO)
) ss:
County of Canyon)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald Barksdale and Michael Comeskey, known to me to be the President and Secretary, respectively, of NAMPA & MERIDIAN IRRIGATION DISTRICT, the irrigation district that executed the foregoing instrument and acknowledged to me that such irrigation district 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 _____
Residing at _____, _____
My Commission Expires: _____

STATE OF IDAHO)
) ss:
County of _____)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me to be the _____ and _____, respectively, of The CITY OF MERIDIAN, the entity that executed the foregoing instrument and acknowledged to me that such entity 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 _____
Residing at _____, _____
My Commission Expires: _____

EXHIBIT A
Legal Description

The City has a right-of-way and or license from the property owner to construct, install and maintain the improvements provided for in this Project Agreement and which are located at or near the intersection of N. Meridian Road, north of E. Ada Street in the SE1/4 of Section 12, Township 3 North, Range 1 West, B.M., Ada County, Idaho. A copy of the City's license is attached hereto as **Exhibit A-1** and by this reference incorporated herein.

EXHIBIT B
Crossing Location

See Exhibit B-1 attached hereto.

EXHIBIT C
Special Conditions

a. Construction sprinklers and landscaping provided for in this Project Agreement shall be in the area generally shown in Exhibit B-1, attached hereto and by this reference made a part hereof. The Rutledge Lateral at this location is an open ditch and the City acknowledges that the District may, now and in the future, remove and deposit spoils along the banks of the Rutledge Lateral and on top of any landscaping installed pursuant to this Project Agreement.

b. City shall notify the water superintendent of the District prior to and immediately after construction so that he or the District's engineers may inspect and approve the construction.

c. City acknowledges that the District's easement for the Rutledge Lateral includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the Rutledge Lateral, and to access the Rutledge Lateral for those purposes, and that, in the location of the City's project, NMID claims a minimum easement dimension for the Rutledge Lateral of 45 feet, 25 feet to the left and 20 feet to the right of the centerline looking downstream.

d. Construction authorized by this Agreement shall be completed within one year of the date of this Agreement. Time is of the essence.

e. The duration of the permission granted by this Project Agreement shall be in perpetuity, for the life and maintenance of the encroachments including construction, operation, maintenance, repair and reconstruction.

END OF SPECIAL CONDITIONS

LICENSE AGREEMENT FOR LANDSCAPE IMPROVEMENTS AND MAINTENANCE

This LICENSE AGREEMENT FOR LANDSCAPE MAINTENANCE (“Agreement”) is made effective this 31 day of December, 2021 (“Effective Date”), by and between the **City of Meridian**, a municipal corporation organized under the laws of the State of Idaho (“Licensee”) whose address is 33 E. Broadway, Meridian, Idaho 83642, and **Concept Investments, LLP**, a limited liability partnership organized under the laws of the State of Idaho (“Licensor”) whose mailing address is P.O. Box 6404, Boise, Idaho 83707-6404. Licensee and Licensor may be collectively referred to as “Parties.”

WHEREAS, Licensor owns Ada County parcel nos. R1039000247 and R1039000260 (the “Subject Parcels” or “Licensed Premises”), located at 12 E. Ada and 20 E. Ada Street in Meridian, Idaho, which are strips of land that abut Northbound and Southbound Meridian road, part of the “split connector” roadway project;

WHEREAS, the Subject Parcels are adjacent to properties owned by the Ada County Highway District and the Nampa Meridian Irrigation district, said parcels having been landscaped with a mix of turf, shrubs, natural grasses, and trees;

WHEREAS, the Subject Parcels are not currently landscaped and Licensor has no immediate plans to develop the Subject Parcels;

WHEREAS, Licensee desires to install landscaping and maintain the Subject Parcels on behalf of the citizens of Meridian to provide a visually pleasing open space until such time as Licensee desires to develop the Subject Parcels;

WHEREAS, it is mutually beneficial for both Parties for Licensee to assume responsibility for landscaping and maintaining the Subject Parcels;

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

1. **Grant of license.** Licensor hereby grants to Licensee, as grantee, a non-exclusive license on, over, across, under, and through the Licensed Premises, for the limited purposes of installation and maintenance of landscaping, to including turf, shrubs, natural grasses, and trees at Licensee’s discretion for use as landscaped open space.

2. **Term and termination.** This Agreement shall be in effect for an Initial Term beginning on the Effective Date ending on September 30, 2031. After the Initial Term, this agreement will automatically renew for successive one-year extension terms, unless terminated by either party upon 90-day notice prior to the end of the current extension term. Licensor may terminate this agreement at any time upon receiving conditional development approval for a site development application

from the City of Meridian for the Subject Parcel(s). Licensor shall provide Licensee at least ninety (90) days' written notice of Licensor's intent to develop the property. Licensee's obligation to maintain the Licensed Premises is subject to annual budget appropriations by the City of Meridian.

3. **Maintenance.** Licensee shall maintain the landscaping on the Licensed Premises in good condition and repair, and as may be needed to satisfy applicable laws, policies, and reasonable discretion of Licensor, and sound landscape maintenance practices.
4. **Damage or destruction.** In the event that the landscaping on the Licensed Premises is damaged or destroyed, in whole or in part, Licensee may restore or replace the landscaping, subject to availability of sufficient funds.
5. **Water.** Licensee shall pay for the provision of and continued use of water to the Licensed Premises, if any.
6. **Insurance to be obtained by Licensee.** Licensee shall obtain all necessary property and other insurance as may be required in order to protect its insurable interests for its rights and obligations described within this Agreement. Insurance of Licensor's insurable interests shall be the sole responsibility of Licensor.
7. **Binding on Successors.** This Agreement shall be binding on the successors, administrators, executors and assigns of all parties hereto, and shall run with the land.
8. **Hold harmless.** Licensee agrees to hold the Licensor, its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expense that arise from Licensee's use or use by its employees, licensees, agents, invitees, or representatives, of the Licensed Premises pursuant to the license granted hereby.
9. **Remedies.** In the event of a breach hereunder by either party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.
10. **Assignment.** Neither party shall sell, transfer, or assign its interest in this Agreement without first providing written notice to the other party.
11. **Obstructions.** Neither Licensor nor Licensee shall install or permit any fence, sign, or other barrier within or across the Licensed Premises. However, the foregoing shall not prohibit the installation of temporary barricades reasonably necessary for security and/or safety purposes in connection with repair or maintenance of the Licensed Premises, so long as such work is conducted in the most expeditious manner reasonably possible.
12. **Notices.** All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is mailed, via U.S. Mail, prepaid and addressed to the respective Party's current registered agent as enumerated in the records of the Idaho Secretary of State.

13. Entire agreement. This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, and whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

14. 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.

15. 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.

16. Warranty of authority. The person executing this Agreement on behalf of Licensor represents and warrants due authorization to do so on behalf of Licensor, and that upon execution on behalf of Licensor, the same is binding upon, and shall inure to the benefit of, Licensor.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first written above.

END OF TEXT. SIGNATURES ON NEXT PAGE.

LICENSOR:

Concept Investments, LLP

[Signature]
By: Clinton Tate, Partner



STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this 28 day of February, 2022, before me, Rachel Myers, a Notary Public in and for said State, personally Clinton Tate, known or identified to me to be the person who executed the instrument on behalf of Concept Investments, LLP, and acknowledged to me that such LLP 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.

Rachel Myers
Notary Public for Idaho
Residing at Nampa, Idaho
My commission expires October 10, 2023

LICENSEE:

City of Meridian

[Signature]
Robert E. Simison, Mayor 3-1-2022

ATTEST:

[Signature]
Chris Johnson, City Clerk 3-1-2022



STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this 1st day of March 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert E. Simison and Chris Johnson, known to me to be the Mayor and City Clerk, respectively, of the City of Meridian, Idaho, and who executed the within instrument, 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 first above written.

Charlene Way
Notary Public for Idaho
Residing at Meridian, Idaho
My commission expires 3-28-2022



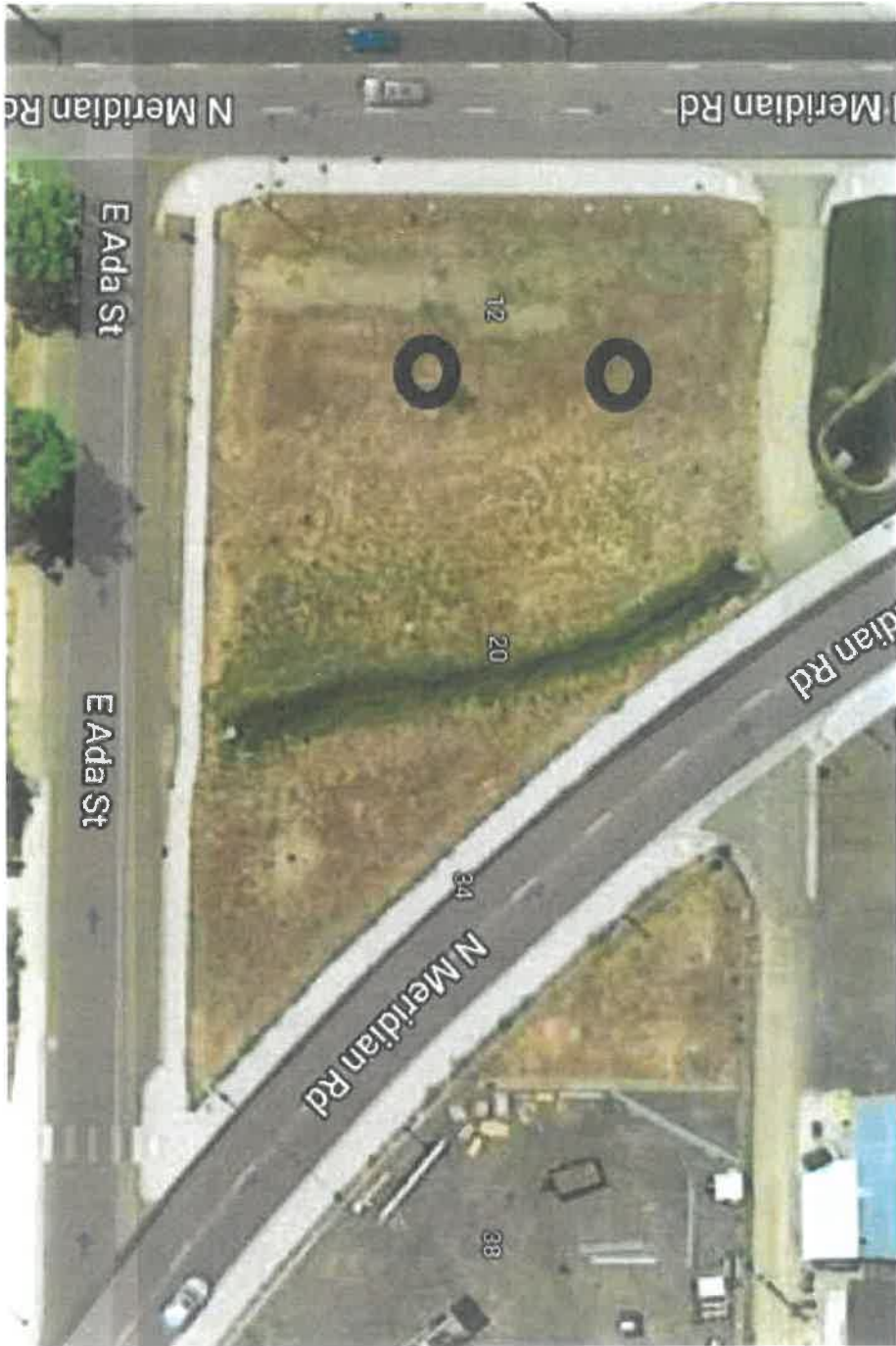


Exhibit B-1, page 1



**Beautification Project
Location**

- ▶ Turfgrass
- ▶ Sprinklers
- ▶ Trees outside the N/AID Easement

Existing Landscaping and Art

Existing Landscaping