

LICENSE AGREEMENT

This License Agreement (this “**Agreement**”) dated as of the ____ day of _____, 2023, (the Effective Date”) by and between J. R Simplot Company, a Nevada corporation (“Grantor”), of 1099 West Front Street, Boise, Idaho 83702 and the City of Meridian, an Idaho Municipal corporation (“Grantee”) of 33 E. Broadway Avenue, Meridian, Idaho 83642 (collectively, “Parties”).

WHEREAS, Grantor is the fee owner of certain real property located in Ada County, Idaho adjacent to Mary McPherson Elementary School; and

WHEREAS, Grantee is requesting a 14 foot wide public pedestrian access across Grantor’s real property parallel with and adjacent to the east side of the Farr Lateral, as more particularly described on **Exhibit A** attached hereto and made a part hereof (“License Area”); and

WHEREAS, Grantee intends to use the License Area as a recreational pathway and alternate route for the public to reach Mary McPherson Elementary School; and

WHEREAS, Grantor is willing to grant to Grantee a revocable license across the License Area provided Grantee completes its construction of the pathway on or before April 24, 2024 (“Pathway Construction Deadline”);

NOW, THEREFORE, based upon the preceding recitals which are incorporated herein, and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of License.** Grantor hereby grants to Grantee, a non-exclusive revocable license (“**License**”) about, over, and through the License Area for a nonmotorized public pedestrian pathway. This Agreement shall be revocable starting on the Effective Date and continuing perpetually until terminated. Grantor may terminate this Agreement by providing Grantee with no less than 30 days advance written notice. The License shall expire upon annexation of the parcel containing the License Area.

2. **Limitations.** The parcel containing the License Area shall not be annexed into the City of Meridian without Grantor’s (or successor land owner’s) written consent. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that the License granted hereunder shall not be considered, interpreted or construed as a pathway identified on the City’s Master Pathway Plan for purposes of future dedication of an easement as it may relate to any annexation or otherwise. This Section 2 shall survive any termination of this Agreement.

3. **Access to License Area.** Grantee may access the License Area twenty-four (24) hours a day seven (7) days per week. Grantee shall not disturb Grantor’s use of its adjacent real property. Grantee shall not disturb Grantor or any other occupants’ use of the license area.

4. **Maintenance and Repair.** Grantee shall have the right, but not the obligation to

maintain the License Area and to remove any snow and maintain the route for public use and access at all times. Notwithstanding the foregoing, Grantee shall have the obligation to promptly repair or compensate Grantor for any loss or damage to its adjacent real property or the License Area arising from or related to Grantee's or the public's use under this Agreement. Any improvements, repairs and/or maintenance made over, under, in, across, and upon the License Area, shall not interfere with the Grantor's, or any other occupant's, use and enjoyment of Grantor's adjacent real property or the License Area. In no event shall Grantor have any obligation to maintain or repair any portion of the License Area for Grantee's or the public's benefit.

5. **Temporary Construction Easement.** To accommodate the construction of Grantee's pathway, Grantee may temporarily use a strip of land eight feet (8') wide along and adjacent to the east side of the License Area. Further, Grantor hereby conveys two temporary easements for storage of construction materials ("Temporary Construction Easements"), one at the point of beginning and one the point of terminus of the License Area, as described and shown on **Exhibit B**, attached hereto and made a part hereof (together, "Temporary Construction Easement Area"). The Temporary Construction Easement shall be effective beginning on the Effective Date and continuing until construction is complete or the Pathway Construction Deadline, whichever first occurs. Upon the completion of construction, Grantee shall restore the Temporary Construction Easement Area to its pre-existing slope and contour and shall re-seed the Temporary Construction Easement Area with a seed blend approved by Grantor.

6. **Reservation of Rights.** Grantor shall not erect or maintain or otherwise improve the License Area in way that may cause damage to same or unreasonably interfere with Grantee's intended use of the License Area. Grantor, however, hereby expressly reserves to itself, its heirs, executors, administrators, personal representatives, and assigns, all uses of the land upon which the License Area is located. If Grantee installs a fence or fences on one or both sides of the License Area, at Grantee's expense, Grantee shall install a gate or gates no less than 24 feet wide each on both sides of the License Area where it crosses the buried section of the Farr Lateral for Grantor's use in crossing the License Area with vehicles and equipment to and from Grantor's real property located adjacent to and on both sides of the License Area. Grantor may relocate the License Area should Grantor deem the route interferes with Grantor's use of its real property. In such event, the pathway and any other improvements constructed by Grantee shall be removed at the expense of Grantee from the Licensed Area.

7. **Representations and Warranties.** Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to grant the license to Grantee; (b) such grant of the license and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof.

8. **Liability.** Grantee shall hold harmless Grantor from any claims and all liability for personal injuries, property damage, or for loss of life resulting from or arising out of Grantee's or the public's access to, or use of the License Area or Temporary Construction Easements. Notwithstanding the foregoing, the Parties agree that the License Area shall be subject to remain open to the public for recreational purposes, that neither Grantor nor Grantee shall charge individual members of the public for such access, and that the provisions of Idaho Code section 36-1604, regarding recreational immunity, shall therefore apply to limit the liability of both

Grantor and Grantee. This Agreement shall not be assigned by Grantee without the prior written consent of Grantor.

9. **Notices.** Any notice or report under this Agreement shall be sent to the parties at the addresses respectively listed above, unless such addresses change by written notice to each person concerned, in which event the new address given shall be used for the sending of such notice or report. Any required notice shall be made by certified mail or overnight courier properly addressed and postage prepaid. Any notice to Grantor shall be sent to the attention of its corporate secretary.

10. **Counterparts; Amendments.** This Agreement may be executed electronically and in counterparts, and when executed and delivered by all Parties in person, by facsimile or email pdf, shall become one (1) integrated agreement enforceable on its terms. This Agreement supersedes all prior agreements between the Parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended or modified, except in a writing signed by each Party hereto. If amended or modified as permitted by this Section 8, the term "Agreement" shall thereafter be read as including all said amendments and modifications. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.

11. **Governing Law.** This Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Idaho, without regard to principles of conflicts of laws.

12. **Further Assurances.** Each party agrees to do such things, perform such acts and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing do not materially increase any parties' obligations hereunder or materially decrease any parties' rights hereunder.

13. **No Recording.** Neither this Agreement nor any memorandum of this Agreement shall be recorded in the property records of the Ada County, Idaho unless Grantor expressly consents in writing.

14. **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND WITH BENEFIT OF COUNSEL WAIVE ANY RIGHT TO DEMAND OR OBTAIN A TRIAL BY JURY IN ANY ACTION, CASE, OR PROCEEDING ARISING FROM OR RELATED TO THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO ENCOMPASS ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS PROVISION SHALL SURVIVE INDEFINITELY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

J. R. Simplot Company

By: _____

Name: James B. Alderman

Senior Vice President and Secretary

GRANTEE:

City of Meridian

Attest:

By: _____

Robert E. Simison

Mayor

Chris Johnson

City Clerk

Exhibit A



100 East Bower Street, Suite 110
Meridian, ID 83642

(208)-288-1992

DESCRIPTION FOR MARY MCPHERSON PATHWAY LICENSE AGREEMENT

A parcel of land located in the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

A strip of land, said strip being 14.00 feet wide, 7.00 feet on each side of the following described centerline:

COMMENCING at a brass cap marking the South 1/4 corner of said Section 30, and described in Corner Perpetuation and Filing Record recorded as Instrument Number 2147483647 at the Ada County Recorder, from which the Southeast corner of said Section 30, and described in Corner Perpetuation and Filing Record recorded as Instrument Number 2023035351 at the Ada County Recorder, bears N 89°49'22" E 2,639.90 feet;

thence along said 1/4 Section line N 89°49'22" E 468.37 feet to the Southwest corner of a parcel of land described in a Deed of Gift recorded as Instrument Number 618487 at the Ada County Recorder;

thence leaving said 1/4 Section line and along the West boundary of said Deed of Gift N 01°45'41" W 572.79 feet to the Northwest corner of said Deed of Gift;

thence along the North boundary of said Deed of Gift N 89°50'23" E 28.43 feet to the centerline of said strip and the **POINT OF BEGINNING**;

thence along said centerline the following (4) courses:

thence leaving the North boundary of said Deed of Gift N 34°32'19" W 803.41 feet;

thence 38.34 feet along a tangent curve to the right having a radius of 50.00 feet, a central angle of 43°55'52", and a long chord that bears N 12°34'23" W a chord distance of 37.40 feet;

thence 38.22 feet along a reverse curve to the left having a radius of 30.70 feet, a central angle of 71°19'45", and a long chord that bears N 26°16'20" W a chord distance of 35.80 feet;

thence 3.14 feet along a reverse curve to the right having a radius of 33.70 feet, a central angle of 05°20'20", and a long chord that bears N 59°16'03" W a chord distance of 3.14 feet to the East boundary of Lot 23, Block 14 of Reflection Ridge Subdivision No. 6, recorded as Instrument Number 2017058529 Book 112 Pages 16208-16212 at the Ada County Recorder, and the **TERMINUS** of said centerline.

The sidelines of said license agreement area shall be prolonged or shortened to conform with the grantor's property lines.

Containing 0.284 acres, more or less.

END OF DESCRIPTION



Exhibit B

100 East Bower Street, Suite 110
Meridian, ID 83642

(208)-288-1992

Together with the following temporary construction easements:

DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT #1

A parcel of land located in the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap marking the South 1/4 corner of said Section 30, and described in Corner Perpetuation and Filing Record recorded as Instrument Number 2147483647 at the Ada County Recorder, from which the Southeast corner of said Section 30, and described in Corner Perpetuation and Filing Record recorded as Instrument Number 2023035351 at the Ada County Recorder, bears N 89°49'22" E 2,639.90 feet;

thence along said 1/4 Section line N 89°49'22" E 468.37 feet to the Southwest corner of a parcel of land described in a Deed of Gift recorded as Instrument Number 618487 at the Ada County Recorder;

thence leaving said 1/4 Section line and along the West boundary of said Deed of Gift N 01°45'41" W 572.79 feet to the Northwest corner of said Deed of Gift;

thence along the North boundary of said Deed of Gift N 89°50'23" W 36.92 feet to the **POINT OF BEGINNING**;

thence leaving said North boundary N 34°32'19" W 48.47 feet;

thence N 89°50'23" E 70.00 feet;

thence S 00°09'37" E 40.00 feet to the North boundary of said Deed of Gift;

thence along said North boundary S 89°50'23" W 42.63 feet to the **POINT OF BEGINNING**.

Containing 0.052 acres, more or less.

END OF DESCRIPTION



DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT #2

A parcel of land located in the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap marking the South 1/4 corner of said Section 30, and described in Corner Perpetuation and Filing Record recorded as Instrument Number 2147483647 at the Ada County Recorder, from which the Southeast corner of said Section 30, and described in Corner Perpetuation and Filing Record recorded as Instrument Number 2023035351 at the Ada County Recorder, bears N 89°49'22" E 2,639.90 feet;

thence on a random line N 00°07'53" W 1315.03 feet to the East boundary of Lot 23, Block 14 of Reflection Ridge Subdivision No. 6, recorded as Instrument Number 2017058529 Book 112 Pages 16208-16212 at the Ada County Recorder, and the **POINT OF BEGINNING**;

thence along the East boundary of said Lot 23 N 00°08'02" W 8.78 feet to the South boundary of Lot 24, Block 14 of said Reflection Ridge Subdivision No. 6;

thence along said South boundary N 89°46'51" E 55.34 feet;

thence leaving said South boundary S 00°07'27" E 40.00 feet;

thence S 89°46'51" W 30.00 feet;

thence 34.20 feet along a non-tangent curve to the left having a radius of 37.70 feet, a central angle of 52°63'67", and a long chord that bears N 35°56'53" W a chord distance of 33.04 feet;

thence 7.46 feet along a reverse curve to the right having a radius of 26.70 feet, a central angle of 16°02'22", and a long chord that bears N 53°55'51" W a chord distance of 7.44 feet to the East boundary of said Lot 24 and the **POINT OF BEGINNING**.

Containing 0.039 acres, more or less.

END OF DESCRIPTION





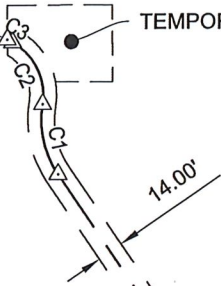
CITY OF MERIDIAN PATHWAY LICENSE AGREEMENT

Located in the Southwest 1/4 of the Southeast 1/4 of Section 30,
Township 3 North, Range 1 East, Boise Meridian,
Ada County, State of Idaho



SCALE: 1"=100'

POINT OF TERMINUS
TEMPORARY CONSTRUCTION EASEMENT #2



Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	38.34'	50.00'	43°55'52"	37.40'	N12° 34' 23"W
C2	38.22'	30.70'	71°19'45"	35.80'	N26° 16' 20"W
C3	3.14'	33.70'	5°20'20"	3.14'	N59° 16' 03"W

N34°32'19"W 803.41'



LEGEND

- CALCULATED POINT
- SECTION LINES
- BOUNDARY LINES
- CENTERLINE OF LICENSE AGREEMENT AREA
- LIMITS OF LICENSE AGREEMENT AREA
- TEMPORARY EASEMENT LINES
- TIE LINES

