

CITY UTILITIES AND STREETLIGHT IMPROVEMENTS REIMBURSEMENT AGREEMENT

This CITY UTILITIES AND STREETLIGHT IMPROVEMENTS REIMBURSEMENT AGREEMENT ("**Agreement**") is made and entered into this _____ day of November, 2021 ("**Effective Date**"), by and among the CITY OF MERIDIAN, a municipal corporation of the State of Idaho ("**City**"), and HIGH DESERT DEVELOPMENT LINDER VILLAGE, LLC, an Idaho limited liability company, as assignee of HIGH DESERT DEVELOPMENT, INC., an Idaho corporation ("**Developer**").

RECITALS

A. Developer is developing a shopping center retail complex at the southeast corner of Chinden Boulevard and Linder Road in Meridian, Idaho (the "**Complex**").

B. The Complex is referenced in that certain Sales Tax Anticipation Revenue Reimbursement Agreement, dated January 17, 2019 ("**STAR Agreement**"), entered into by and between High Desert Development, Inc. ("**HDD**"), the Ada County Highway District, the Idaho Transportation Department, and the Idaho Transportation Board.

C. HDD has assigned its rights under the STAR Agreement to High Desert Development Linder Village, LLC ("**HDDL**V"). As meaning and context may require, reference hereinafter to Developer means and includes HDDLV as the Developer under this Agreement and under the STAR Agreement.

D. Pursuant to the STAR Agreement, as part of the highway project contemplated thereunder (the "**Project**"), Developer planned for and is in the process of completing the installation or construction of certain "approved transportation improvements" within the meaning of same as set forth in the STAR Agreement.

E. City identified certain utilities improvements and certain streetlight improvements (the "**City Utilities and Streetlight Improvements**") that City desired be included within and designed, installed or constructed as part of the initial phase of the Project ("**Phase 1 of the Project**").

F. Subject to the terms and conditions of the STAR Agreement, the City Utilities and Streetlight Improvements are intended to qualify as "approved transportation improvements" within the meaning of same as set forth in the STAR Agreement.

G. For convenience and expedience, at the request of City, Developer commenced, has proceeded with and is in the process of completing the design, installation or construction of the City Utilities and Streetlight Improvements for Phase 1 of the Project, with the understanding that upon substantial completion of same, City would reimburse Developer for costs incurred in such design and installation or construction.

H. The parties enter into this Agreement to expressly set forth the terms and conditions for such reimbursement by City to Developer.

AGREEMENT

NOW THEREFORE, for and in consideration of the Recitals above, which are a part hereof and not mere recitals, for the covenants, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Utilities Improvements.** The "**Utilities Improvements**" desired by City and as designed and installed or constructed by Developer as part of Phase 1 of the Project are identified on Exhibit A attached hereto and made a part hereof (hereinafter the "**Phase 1 Utilities Improvements**"). Upon substantial completion of the Phase 1 Utilities Improvements, Developer will invoice City for all costs Developer has incurred for design, installation or

construction of same. Within thirty (30) days of receipt of such invoice, City will pay the invoice in full.

2. **Streetlight Improvements.** The “Streetlight Improvements” desired by City and as designed and installed or constructed by Developer as part of Phase 1 of the Project are also identified on Exhibit A (hereinafter referred to as the “Phase I Streetlight Improvements”). Upon substantial completion of the Phase 1 Streetlight Improvements, Developer will invoice City for all costs Developer has incurred for design, installation or construction of same. Within thirty (30) days of receipt of such invoice, City will pay the invoice in full.

3. **Cost.** The combined cost for both the Phase 1 Utilities Improvements and the Phase 1 Streetlight Improvements is \$415,425.00. The foregoing amount is based on final bids for Phase I and reflects the actual costs incurred.

4. **General Terms.**

4.1 Project Costs. Regardless of whether or not the Phase 1 Utility Improvements and/or the Phase 1 Streetlight Improvements are “approved transportation improvements” within the meaning for same set forth in the STAR Agreement, City has allocated and appropriated all funds necessary to make all the reimbursement payments to Developer contemplated in this Agreement and has complied with all applicable laws, including all procurement laws.

4.2. Limited Effect of Agreement. The purpose of this Agreement is to set forth the terms for reimbursement to Developer for installing the identified Phase 1 Utility Improvements and the Phase 1 Streetlight Improvements in conformance with plans and specifications for same as provided by City to Developer. This Agreement imposes obligations on City to reimburse Developer for the costs of design, installation or construction of same upon substantial completion and invoice to City, as described herein. This Agreement is not intended to alter the terms in the STAR Agreement or impose any new obligations or liabilities on Developer, regarding the design, installation or construction of transportation improvements or otherwise. This Agreement does not alter any City approvals related to the Complex. This Agreement does not provide any new rights or remedies to City.

4.3. Phase 2 Utility and Streetlight Improvements. This Agreement sets forth the agreement of the parties specifically with respect to Phase I of the Project. The agreement of the parties with respect to the anticipated next phase of the Project (“Phase 2 of the Project”) will be set forth in a separate written agreement.

4.4 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties with respect to the matters referenced herein.

4.4. Severability. If any provision of this Agreement is inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

4.5. Notices. Except as otherwise provided in this Agreement, all notices, certificates or other communications hereunder will be sufficiently given when in writing and either mailed by first class mail, postage prepaid, with proper address as indicated below or sent by electronic mail. Any party may, by written notice, designate any address or addresses to which notices, certificates or other communications to it will be sent when required as contemplated by this Agreement.

City: City of Meridian
Attn: City Attorney's Office
33 E. Broadway Ave.
Meridian, Idaho 83642

Developer: High Desert Development Linder Village, LLC
Attn: Joe Huarte, Manager
712 N. Troutner Way
Boise, Idaho 83712

With copy to: DMG Real Estate Partners, LLC
Attn: L. David McKinney
2537 W. State Street, Suite 110
Boise, Idaho 83702

Notice shall be deemed given upon actual receipt (or attempted delivery if delivery is refused), if personally delivered or rejected.

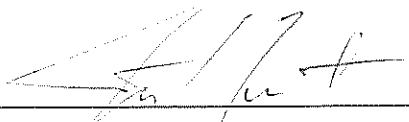
4.6. Counterparts; Facsimile Delivery. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original when signed and all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile, telecopy, telex, e-mail or other means of electronic communication producing a written copy will be deemed to be as effective as delivery of an original.

4.7. Governing Law. This Agreement will be governed exclusively by and construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DEVELOPER:

High Desert Development Linder Village, LLC


By: JOE HUARTE
Its: MANAGER

CITY:

Attest:

.....**City of Meridian**.....

By: _____

Robert E. Simison, Mayor

By: _____

Chris Johnson, City Clerk

EXHIBIT A

Phase 1 Utilities Improvements
and
Phase 1 Streetlight Improvements

(see attached)

City of Meridian Items ~ \$415,425

Contractor Name: Staker & Parson Companies dba Idaho Materials & Construction

Project Name: US 20/26, Linder Road to Locust Grove Road, Phase 1

Project Number: KN 20594

Project Phase: Phase 1

ITD Bid Items ONLY

ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	ITEM TOTAL	TOTAL FOR BID
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S901-05S	SP JUNCTION BOX TYPE S-45T WITH RISER	16	EACH	\$	1,860.00	\$	29,760.00	\$	29,760.00
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S901-05V	ITD- SP STREET LIGHT 40' FOR CITY	29	EACH	\$	8,456.00	\$	245,224.00	\$	245,224.00
S911-05D	SP INSTALL 1-2" RPC FIBER CONDUIT FOR CITY	7137	LF	\$	8.40	\$	59,950.80	\$	59,950.80

S901-05S	SP JUNCTION BOX TYPE S-45T WITH RISER	4	EACH	\$1,858.00	\$	7,432.00	\$	7,432.00
S911-05D	SP INSTALL 1-2" RPC FIBER CONDUIT FOR CITY	1133	LF	\$8.40	\$	9,517.20	\$	9,517.20

CITY OF MERIDIAN WATER AND SEWER IMPROVEMENTS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	ITEM TOTAL	TOTAL FOR BID
401.4.1.A.1. 6" Water Line		11	LF	\$79.00	\$ 869.00	\$ 869.00
401.4.1.A.1. 12" Water Line		20	LF	\$313.00	\$ 6,260.00	\$ 6,260.00
401.4.1.D.1 Relocate Blow-Off Assembly		1	EACH	\$6,726.00	\$ 6,726.00	\$ 6,726.00
402.4.1.A.1. 6" Gate Valve		1	EACH	\$1,848.00	\$ 1,848.00	\$ 1,848.00
402.4.1.A.1. 12" Gate Valve		1	EACH	\$3,424.00	\$ 3,424.00	\$ 3,424.00
403.4.1.B.1 Relocate Fire Hydrant		2	EACH	\$7,561.00	\$ 15,122.00	\$ 15,122.00
403.4.1.A.1 Relocate 2" Water Service		1	EACH	\$6,594.00	\$ 6,594.00	\$ 6,594.00
501.4.1.B.1 8" Sanitary Sewer Pipe		23	LF	\$168.00	\$ 3,864.00	\$ 3,864.00
2030.4.1.A. Adjust Manhole To Grade		4	EACH	\$1,176.00	\$ 4,704.00	\$ 4,704.00
2030.4.1.C. Adjust Valve Box To Grade		4	EACH	\$998.00	\$ 3,992.00	\$ 3,992.00
2030.4.1.E.1 Remove Gate Valve		2	EACH	\$664.00	\$ 1,328.00	\$ 1,328.00
2030.4.1.E.1 Remove Water Line		89	LF	\$99.00	\$ 8,811.00	\$ 8,811.00
SUBTOTAL					\$	\$ 63,542.00