



December 18, 2024

Steve Siddoway
Parks & Recreation Director
Sent via email: ssiddoway@meridiancity.org

Re: Non-Binding Letter of Intent for Purchase and Sale of approximately 40.99+/- acres located generally between McMillan Road and Ustick Road, east of Can Ada Road, Meridian, Idaho.

Dear Steve:

This Non-Binding Letter of Intent sets forth the basic terms and conditions upon which Owyhee Holdings, LLC (“Owyhee”) and the City of Meridian (“City”) are interested in commencing negotiations of a definitive purchase and sale agreement (“PSA”) for the purchase and sale of the above-referenced site. Owyhee and the City may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

A. Owyhee is the owner of property located within that certain large-scale, mixed-use development area located in the City of Meridian’s area of impact commonly referred to as “The Fields.”

B. The development of The Fields will include a regional park. Owyhee has offered to sell, and the City desires to purchase, 40.99+/- acres of property at a discounted price for a park site as a public amenity.

C. Owyhee and the City have engaged in discussions and have identified a mutually agreeable location for the park site in the location generally depicted as PA 17 on the Site Plan attached hereto as **Exhibit A** (the “Park Site”). This Non-Binding Letter of Intent is intended to set forth the Parties’ current intentions for the purchase and sale of the Park Site and will serve as a guideline to negotiate a definitive PSA.

D. The development of The Fields will require a number of government approvals, including approval of Owyhee’s applications for annexation, zoning, and a preliminary plat. Owyhee acknowledges that land use applications will be evaluated on their own merits, and that the potential purchase and sale of the Park Site shall not influence the approval or denial of said applications.

NON-BINDING AGREEMENT

1. **OWYHEE:** Owyhee Holdings, LLC
2. **CITY:** City of Meridian
3. **PARK SITE:** An area of land containing approximately 40.99 acres of land generally described as a part of Assessor Parcel Number S0431223100 in the location generally depicted on Exhibit A. Owyhee shall be responsible for creating the Park Site as a legal parcel prior to closing. The City shall assist Owyhee by providing reasonable supporting documentation, as may be required by the County of Ada.
4. **PURCHASE PRICE:** Four Million One Hundred Thirty-Eight Thousand and 00/100 Dollars (\$4,138,000).
5. **EARNEST MONEY:** \$0.00
6. **CLOSING:** March 1, 2025. The City shall have two (2) options to extend closing by one month per extension.
7. **DUE DILIGENCE:** From the effective date of the PSA through closing, the City shall have reasonable access to the Park Site to conduct all tests, investigations, surveys, or other due diligence actions. All access to the Park Site shall be coordinated through Owyhee.
8. **COLLECTOR ROAD:** The PSA shall provide that the City and Owyhee acknowledge and agree that the section of Future Collector B between PA 17 and PA 19 as depicted on **Exhibit A** (the “Collector Road”) shall generally be situated as depicted on Exhibit A.
9. **EASEMENTS:** The PSA shall provide that, simultaneous with closing, the City and Owyhee shall each execute and record an easement for the benefit of the other Party, and each Party’s successors and assigns, granting the right to construct the Collector Road as depicted on the Site Plan (the “Easement Agreement”). The Easement Agreement shall provide that, at such time either the Park Site or PA 19 develops, such developing property owner (the “Developing Owner”),

shall, at its cost and expense, be responsible for constructing half of the width of the Collector Road plus such additional roadway improvements required by ACHD or other governmental entity having jurisdiction over the Collector Road; provided however, that nothing shall limit or restrict such Developing Owner from constructing the entire width of the Collector Road if such Developing Owner so desires. At such time the non-developing owner desires to develop the Park Site or PA 19 (the “Second Developer”), such Second Developer shall construct the remainder of the Collector Road as required by ACHD or other governmental entity having jurisdiction over the roadway.

At Closing, Owyhee shall also execute and record an easement for the benefit of the Park Site over and across the western remainder of Parcel No. S0431223100 owned by Owyhee for sanitary sewer and agricultural access to the Park Site. Owyhee shall also grant an easement over a portion of Parcel No. S0431223100 to permit, but not require, City to construct the extension of the Collector Road north of the Park Site to McMillan Road at the City’s election.

10. **INTERMOUNTAIN GAS:** Owyhee and City acknowledge and agree that a portion of the Collector Road that fronts the Park Site is planned to be located upon a portion of ground, Parcel No. S0431233660, owned by Intermountain Gas Company (the “Intermountain Property”). The City desires to (i) purchase that portion of the Intermountain Property to the centerline of the Collector Road as depicted on **Exhibit B** (the “Intermountain Purchase”) and (ii) obtain an easement across such additional property owned by Intermountain Gas Company as would be necessary to construct half of the width of the Collector Road plus such additional roadway improvements required by ACHD or other governmental entity having jurisdiction over the Collector Road (the “Intermountain Easement”). Owyhee agrees to use commercially reasonable efforts to complete the Intermountain Purchase at a purchase price agreed to by the City, and obtain the Intermountain Easement immediately before the Closing. At the Closing, City will purchase the Intermountain Property from Owyhee and Owyhee will

assign the Intermountain Easement to City in accordance with a separate purchase and sale agreement to be negotiated and agreed to by Owyhee and City.

11. TITLE COMPANY:

The title company shall be First American Title Insurance Company, (the “**Title Company**”), located at 2150 S Bonito Way Suite 100, Meridian, ID 83642. The Escrow officer shall be Tami Dejournett-Albert. Owyhee shall deliver, at its sole cost and expense, an ALTA standard policy of title insurance (“**Title Policy**”) evidencing title in the condition approved by the City. The City shall pay the additional premium for any extended coverage policy of title insurance plus the fee for any endorsements required by the City. Owyhee shall cooperate with the City and execute any and all documents required by the Title Company to issue the Title Policy.

12. DONATION:

Owyhee is proposing to sell the Park Site to the City for less than fair market value to assist the City create a regional park in The Fields for community use. Under the Internal Revenue Code, Owyhee may be entitled to claim a tax deduction for the difference between the fair market value of the Park Site and the discounted purchase price of the Park Site. Owyhee shall be solely responsible for determining whether Owyhee is entitled to said tax deduction. The City shall cooperate with Owyhee by providing reasonable supporting documentation, as may be required by the Internal Revenue Service.

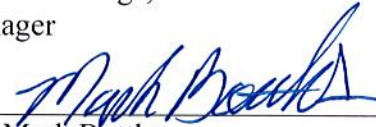
This Non-Binding Letter of Intent is non-binding on the Parties hereto and merely serves as a guideline to negotiate a definitive PSA. The Parties acknowledge that they have not entered into any agreement to negotiate such definitive PSA pursuant to this Non-Binding Letter of Intent, and either Party may, at any time prior to the execution of such definitive PSA, propose different terms from those summarized herein and unilaterally terminate all negotiations without any liability whatsoever to the other Party. Each Party is and will be solely liable for all of its fees, costs, and other expenses in connection and in conjunction with the negotiation and preparation of a definitive PSA pursuant to this Non-Binding Letter of Intent.

If the foregoing accurately reflects the basis for the negotiation of a PSA with respect to the Park Site, please notify your approval by signing a copy of this Non-Binding Letter of Intent and returning.

OWYHEE:

Owyhee Holdings, LLC

By: Idaho Holdings, LLC
Its: Manager

By: 
Name: Mark Bottles
Title: Manager
Date: 12-18-24

CITY:

City of Meridian

By: _____
Name: Robert E. Simison
Title: Mayor
Date: _____

EXHIBIT A
Site Plan

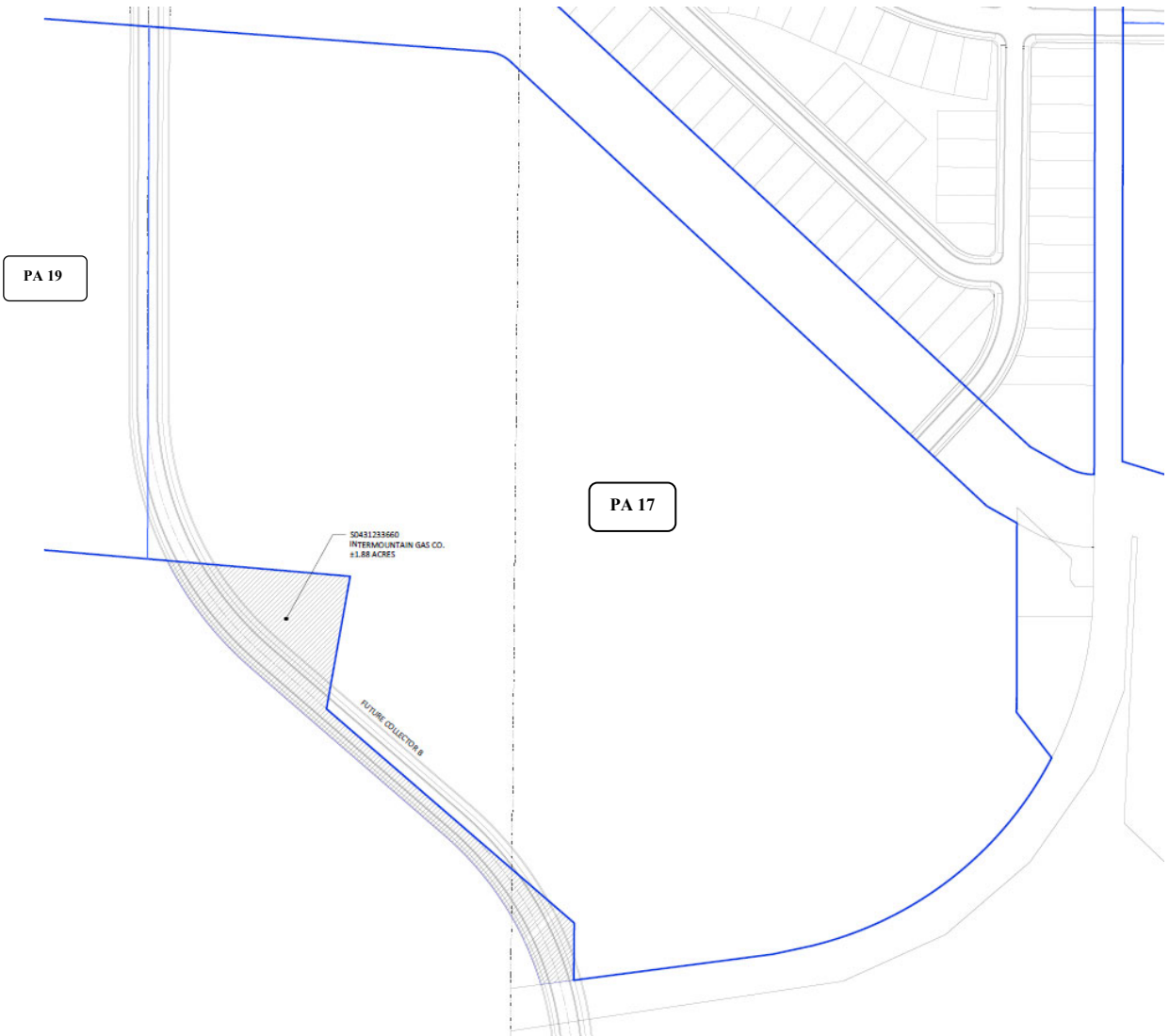


EXHIBIT B
Intermountain Property

An approximate graphic depiction of the property subject to the Intermountain Purchase is outlined in blue below and the Intermountain Easement is outlined in yellow below.

