

City Clerk
City of Meridian
33 E. Broadway Avenue
Meridian, ID 83642

CONSENT TO ANNEXATION: 4487 and 4495 S. MERIDIAN ROAD

This CONSENT TO ANNEXATION ("Agreement") is made this ____ day of _____, 2021 ("Effective Date"), by and 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 TVM, Inc., whose address is 320 11th Avenue S, Nampa, Idaho ("Unit Owner") (collectively, "Parties").

WHEREAS, Unit Owner is the owner of condominium units at parcel numbers R4622730060 (located at 4487 S. Meridian Road) and R4622730070 (located at 4495 S. Meridian Road), in Meridian, Ada County, Idaho ("Units"), which real property is located outside of Meridian City limits;

WHEREAS, Jessica Condominiums, Inc. is a nonprofit organization established for the purpose of, *inter alia*, carrying out and discharging all duties and responsibilities of the condominium owners' association, including overseeing the common area associated with the Units, which common area includes utilities, such as water;

WHEREAS, Jessica Condominiums, Inc. and City have entered into an Agreement for Provision of Water Service Outside Meridian City Limits, which stipulates that, as a condition of the City's delivery of water to the common area serving Units, the owners of the condominium units will provide written consent to annexation of same into the City of Meridian;

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. Consent to annexation.** Unit Owner specifically agrees that Unit Owner shall, and hereby does, provide perpetual consent to annexation of the Units into the City of Meridian. This provision shall comprise evidence of Unit Owner's consent to annexation of such Units. and shall be binding upon all subsequent purchasers, heirs, or assigns of the Units. Notwithstanding any other provision of this Agreement, this provision shall be binding upon Unit Owner and upon any and all successors in interest of Unit Owner and/or to the Units.
- II. Annexation application.** Within sixty (60) days of receiving written notice from City that the Units are eligible for annexation, Unit Owner shall, at Unit Owner's sole expense, submit an Annexation Application for the Units into the City of Meridian. User's Annexation Application shall be a complete submittal of all City-required documents, exhibits, and fees for requesting

annexation into the corporate boundary that are in effect at the time of application. Such Annexation Application shall propose zoning designations consistent with the Future Land Use Map designation of the City's Comprehensive Plan. It is acknowledged by the Parties that, upon annexation, all of the benefits and responsibilities of annexation into Meridian city limits shall apply to the Property/Common Area, including, but not limited to, the requirement that all real property and uses thereof conform to the provisions of Meridian City Code and policy, including, but not limited to, Title 11, the Meridian Unified Development Code ("UDC"); Title 4, Chapter 1, the City of Meridian Solid Waste Ordinance; and Title 9, the City of Meridian Water and Sewer Ordinance.

III. 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:

City: City of Meridian
Attn: Public Works Department Director
33 E. Broadway Ave.
Meridian, Idaho 83642

Unit Owner: TVM, Inc.
Mike Mussell, President
320 11th Avenue S
Nampa ID 83651

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.

IV. 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.

V. Binding upon successors. Except as otherwise specifically provided herein, this Agreement shall be binding upon any and all owners of the Property/Common Area, any and all subsequent owners thereof, and each and every other person acquiring an interest in the Property/Common Area. Nothing herein shall, or shall be construed to, in any way prevent the sale or alienation of the Property/Common Area, or any portion thereof, except that any sale or alienation shall occur subject to the provisions of this Agreement, and any successive owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

VI. 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.

VII. 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 hereto have executed this Agreement on the Effective Date first written above.

TVM, INC:

Mike Mussell, President

Mike Mussell, President



STATE OF IDAHO)
) ss:
County of Canyon)

I HEREBY CERTIFY that on this 30 day of June, 2021, Before the undersigned, a Notary Public in the State of Idaho, personally appeared MIKE MUSSELL, proven to me to be the person who executed the said instrument, and acknowledged to me that he 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.

Jayson Lundergan
Notary Public for Idaho
Residing at Nampa, Idaho

My Commission Expires: 8-3-2024

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

STATE OF IDAHO)
) ss:
County of Ada)

I HEREBY CERTIFY that on this _____ day of _____, 2021 before the undersigned, personally appeared ROBERT E. SIMISON and CHRIS JOHNSON, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Meridian, who executed the instrument on behalf of the City of Meridian, 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 in this certificate first above written.

Notary Public for Idaho

Residing at _____, Idaho

My Commission Expires: _____