

## PEDESTRIAN BRIDGE CONSTRUCTION AGREEMENT

This PEDESTRIAN BRIDGE CONSTRUCTION AGREEMENT (“Agreement”), is made and entered into this 18 day of August, 2020 by and between Open Door Rentals LLC (“Developer”) and the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) (collectively, “Parties”).

**WHEREAS**, via development agreement between the City of Meridian and Franklin Centre, LLC executed on October 27, 2006 and recorded with the Ada County Recorder as instrument no. 106180812 (“DA”), conditions of development of the property located at 1961 W. Franklin Road, Meridian, Idaho, Ada County parcel no. R8580480020 (“Property”) include installation of a multi-use pathway segment connecting the pathway at Property and the pathway at Whitestone Estates, to include a pedestrian bridge traversing Ten Mile Creek (“Bridge”), at the location depicted in *Exhibit A*;

**WHEREAS**, Developer is Franklin Centre, LLC’s successor in interest, and, being bound by the terms of the DA, seeks to develop the Property in accordance therewith;

**WHEREAS**, City has obtained from Whitestone Homeowners Association an easement for the pathway abutting the south side of the Bridge, a copy of which is attached hereto as *Exhibit B*, and Developer has reserved to City an easement for the pathway abutting the north side of the Bridge, a copy of which is attached hereto as *Exhibit C*; and

**WHEREAS**, by this Agreement City wishes to engage Developer, as an independent contractor, to construct and install the Bridge on City’s behalf, and in consideration of the fulfillment of Developer’s commitments under the DA, Developer wishes to be so engaged;

**NOW, THEREFORE**, for and in consideration of the covenants, agreements and conditions hereinafter set forth, the parties mutually agree as follows:

### **I. DEVELOPER’S OBLIGATIONS**

- A. Developer has provided to City a plan for design of the Bridge, as set forth in *Exhibit D* hereto, and City has approved such design.
- B. Developer shall, at Developer’s sole expense, obtain all necessary building permits, plan reviews, and inspections from the Meridian Community Development Department, Division of Building Services (“Building Services”) as may be necessary to construct the Bridge, and shall fulfill all requirements of Building Services and of all applicable codes and laws.
- C. Developer shall, at Developer’s sole expense, negotiate and enter into a license agreement with the Nampa & Meridian Irrigation District allowing Developer to construct the Bridge within the District’s easement, at the location depicted in *Exhibit A*. Developer shall provide a copy of such license agreement to City.

- D. Developer shall, at Developer's sole expense, at the location set forth in *Exhibit A*, construct the Bridge in accordance with the plans attached hereto as *Exhibit D*, with any and all modifications as may be required by Building Services.
- E. Developer shall notify City, in writing, of Developer's Final Completion of Bridge construction, which completion shall be signified by:
1. Completed construction and installation of the Bridge, in accordance with the plans attached hereto as *Exhibit D*, at the location set forth in *Exhibit A*.
  2. Final inspection and approval of the Bridge by Building Services.
  3. Developer's submission to City Contact of copies of full releases and waivers of lien from any and all subcontractors and/or suppliers involved with the construction of the Bridge.

## **II. CITY'S OBLIGATIONS**

- A. Pursuant to the December 19, 2000 Master Pathway Agreement for Developing and Maintaining Pathways between City and the Nampa & Meridian Irrigation District ("Master Pathways Agreement"), City shall obtain from the Nampa & Meridian Irrigation District a license agreement allowing City to operate and maintain the Bridge during and after its construction.
- B. Pursuant to the Master Pathways Agreement, City shall obtain from the Nampa & Meridian Irrigation District a license agreement allowing City to operate and maintain the pathway abutting the north side of the Bridge.
- C. Following Developer's fulfillment of all aspects of Final Completion as set forth in section I.E., above, City shall execute Final Acceptance of the Bridge, which shall be signified by adoption of a resolution indicating Meridian City Council's acceptance of the delivery of the Bridge as constructed.
- D. Upon Final Acceptance of the Bridge as set forth in section II.B., above, City shall assume responsibility for operation, maintenance, and repair of the Bridge.

## **IV. GENERAL PROVISIONS.**

- A. Day-to-day contacts.** The following persons shall serve as the primary contact persons for Developer and City, respectively, for all day-to-day matters regarding design, construction, Final Completion, and Final Acceptance of the Bridge. Communication between City Contact and Developer Contact shall occur via e-mail or telephone.

Developer Contact:  
JLJ, Inc (Jim Jewett, Project Manager)  
me@mauijim.realtor  
(208) 794-0070

City Contact:  
Mike Barton  
mbarton@meridiancity.org  
208-884-5533

**B. Notice.** All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed as follows:

Developer:

Open Door Rentals, LLC  
1977 E. Overland Road  
Meridian, ID 83642

City:

Meridian City Clerk  
33 E. Broadway Avenue  
Meridian ID 83642

**C. Liability insurance.** Developer shall maintain, and specifically agrees that Developer will maintain throughout the term of this Agreement, liability insurance, in which City shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits herein provided, Developer covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Developer shall provide City with a certificate of insurance or other proof of insurance evidencing Developer's compliance with the requirements of this paragraph. In the event the insurance minimums are changed, Developer shall immediately submit proof of compliance with the changed limits.

**D. Indemnification.** Developer specifically indemnifies City and holds City harmless from any loss, liability, claim, judgment, or action for damages or injury to Developer, to Developer's personal property or equipment, and/or to Developer's employees, agents, guests or invitees arising out of or resulting from any condition or circumstance not caused by or arising out of the tortious conduct of City or its employees. Developer further agrees to indemnify and hold City harmless from any loss, liability, claim or action from damages or injuries to persons or property in any way arising out of or resulting from this Agreement or any activities related thereto and not caused by or arising out of the tortious conduct of City or its employees. If any claim, suit or action is filed against City for any loss or claim described in this paragraph, Developer, at City's option, shall defend City and assume all costs, including attorney's fees, associated with the defense or resolution thereof, or indemnify City for all such costs and fees incurred by City in the defense or resolution thereof. Developer acknowledges that activities undertaken pursuant to this Agreement carry risks, some of which are unknown, and accepts any and all such risks.

**E. Compliance with laws.** In performing the scope of services required hereunder, Developer shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

**F. Assignment.** Neither party shall assign or sublet all or any portion of its respective interest in this Agreement or any privilege or right hereunder, either voluntarily or involuntarily, without the prior written consent of the other party. This Agreement and each and all of the terms and conditions hereof shall apply to and are binding upon the respective organizations, legal representatives, successors, and assigns of the Parties.

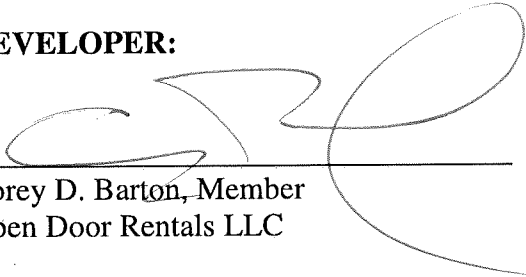
- G. No agency.** For purposes of or in furtherance of this Agreement, neither party nor its respective employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall be considered agents of the other in any manner or for any purpose whatsoever.
- H. Attorney fees.** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.
- I. Time of the essence.** The parties shall fulfill obligations described in this Agreement in a timely manner, as set forth herein. The parties acknowledge and agree that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a default of this Agreement.
- J. Termination.**
- 1. Grounds.** Grounds for termination of this Agreement shall include, but shall not be limited to: an act or omission by either party which materially breaches any term of this Agreement; an act of nature or other unforeseeable event which precludes or makes impossible the performance of the terms of this Agreement by either party; or a change in or occurrence of circumstances that renders the performance by either party a detriment to the public health, safety, or welfare.
  - 2. Process.** Either party may terminate this Agreement by providing thirty (30) days' notice of intention to terminate. Such notice shall include a description of the breach or circumstances providing grounds for termination. A fourteen (14) day cure period shall commence upon provision of the notice of intention to terminate. If, upon the expiration of such cure period, cure of the breach or circumstances providing grounds for termination has not occurred, this Agreement may be terminated upon mailing of notice of termination.
- K. Construction and severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
- L. Non-waiver.** Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after the governing body of either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement.
- M. Approval required.** This Agreement shall not become effective or binding until approved by the respective governing bodies of both Parties. The parties signatory hereto represent

and warrant that each is duly authorized to bind, respectively, City and Developer to this Agreement in all respects.

**N. Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

**IN WITNESS WHEREOF,** the parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

**DEVELOPER:**

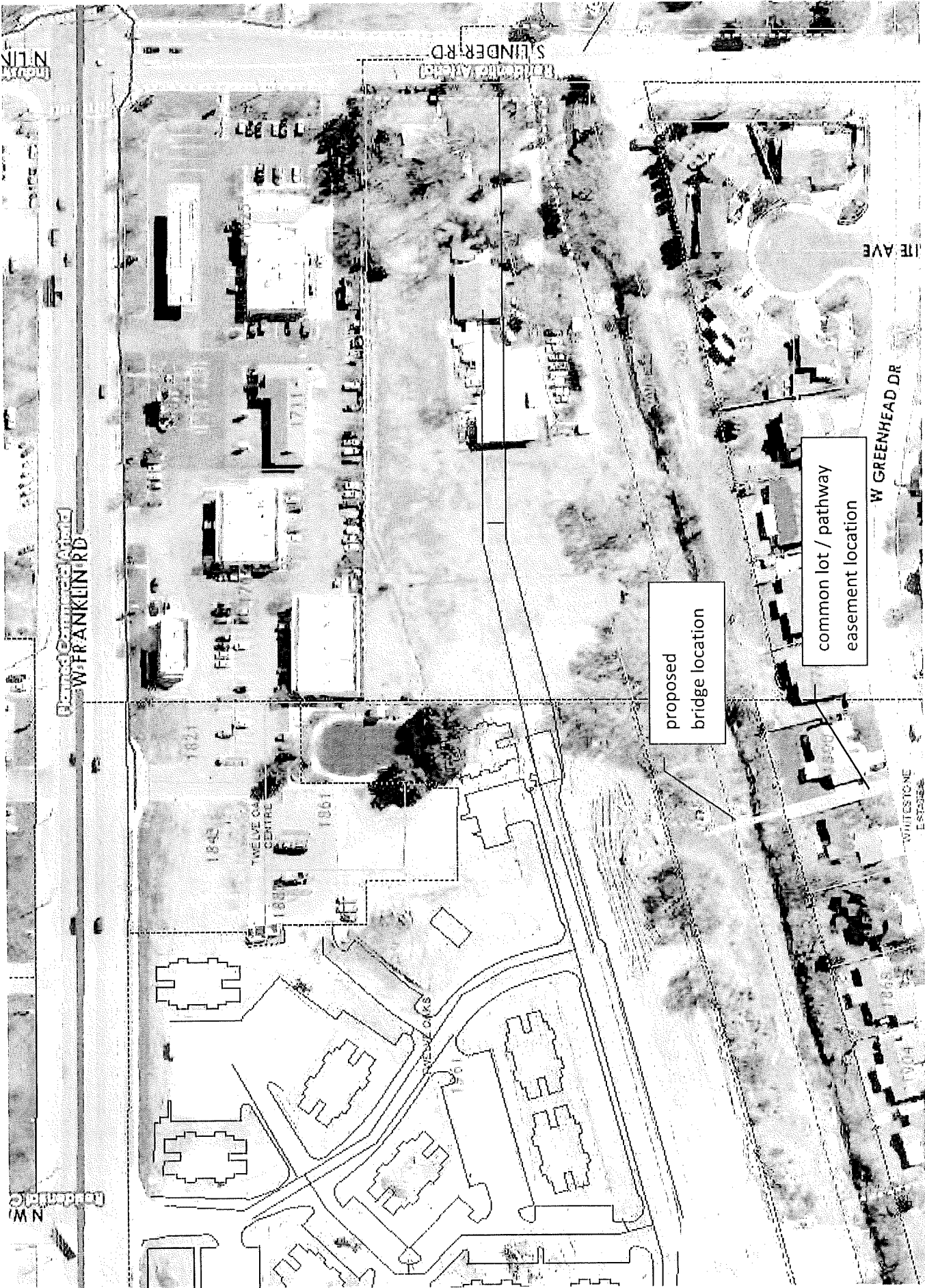
  
\_\_\_\_\_  
Corey D. Barton, Member  
Open Door Rentals LLC

**CITY OF MERIDIAN:**

**Attest:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

\_\_\_\_\_  
Chris Johnson, City Clerk





Project Name (Subdivision):  
Whitestone Pathway Easement from Proposed Twelve Oaks Prof Dislp

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this 21st day of July, 2020, between Whitestone Homeowners Association hereinafter referred to as "Grantor", and the City of Meridian, an Idaho municipal corporation, hereinafter referred to as "Grantee";

WITNESSETH:

WHEREAS, Grantor is the owner of real property on portions of which the City of Meridian desires to establish a public pathway; and

WHEREAS, the Grantor desires to grant an easement to establish a public pathway and provide connectivity to present and future portions of the pathway; and

WHEREAS, Grantor shall construct the pathway improvements upon the easement described herein; and

NOW, THEREFORE, the parties agree as follows:

THE GRANTOR does hereby grant unto the Grantee an easement on the following property, described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein.

THE EASEMENT hereby granted is for the purpose of providing a public pedestrian pathway easement for multiple-use non-motorized recreation, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, said easement unto said Grantee, its successors and assigns forever.

THE GRANTOR hereby covenants and agrees that it will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the pathway improvements.

THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,



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Whitestone Pathway Easement from Proposed Twelve Oaks Ped Bridge

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GRANTEE: CITY OF MERIDIAN

*Robert E. Simison*

Robert E. Simison, Mayor

*Chris Johnson*



Attest by Chris Johnson, City Clerk

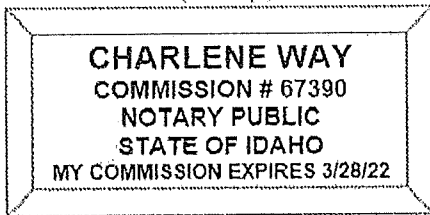
STATE OF IDAHO, )

: ss.

County of Ada )

This record was acknowledged before me on 7-21-2022 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)



*Charlene Way*

Notary Signature

My Commission Expires: 3-28-2022

# EXHIBIT A

## **Legal Description Public Pathway Easement**

All of Lot 11, Block 1, Whitestone Estates Subdivision, as shown on the Plat recorded in Book 72, Pages 7411 through 7412, in the Office of the Recorder, Ada County, Idaho

ADA COUNTY RECORDER Phil McGrane  
BOISE IDAHO Pgs=5 BONNIE OBERBILLIG  
CITY OF MERIDIAN, IDAHO

2020-091679  
07/22/2020 01:13 PM  
NO FEE

Project Name (Subdivision):  
Whitestone Pathway Easement from Proposed Twelve Oaks Ped Bridge

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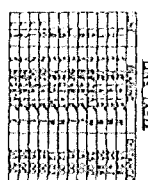
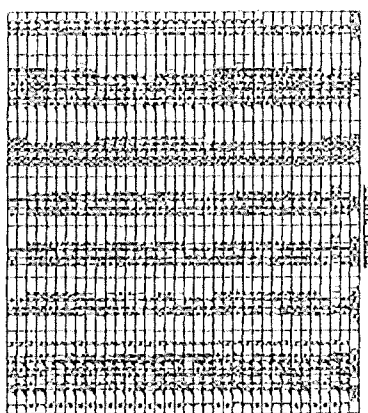
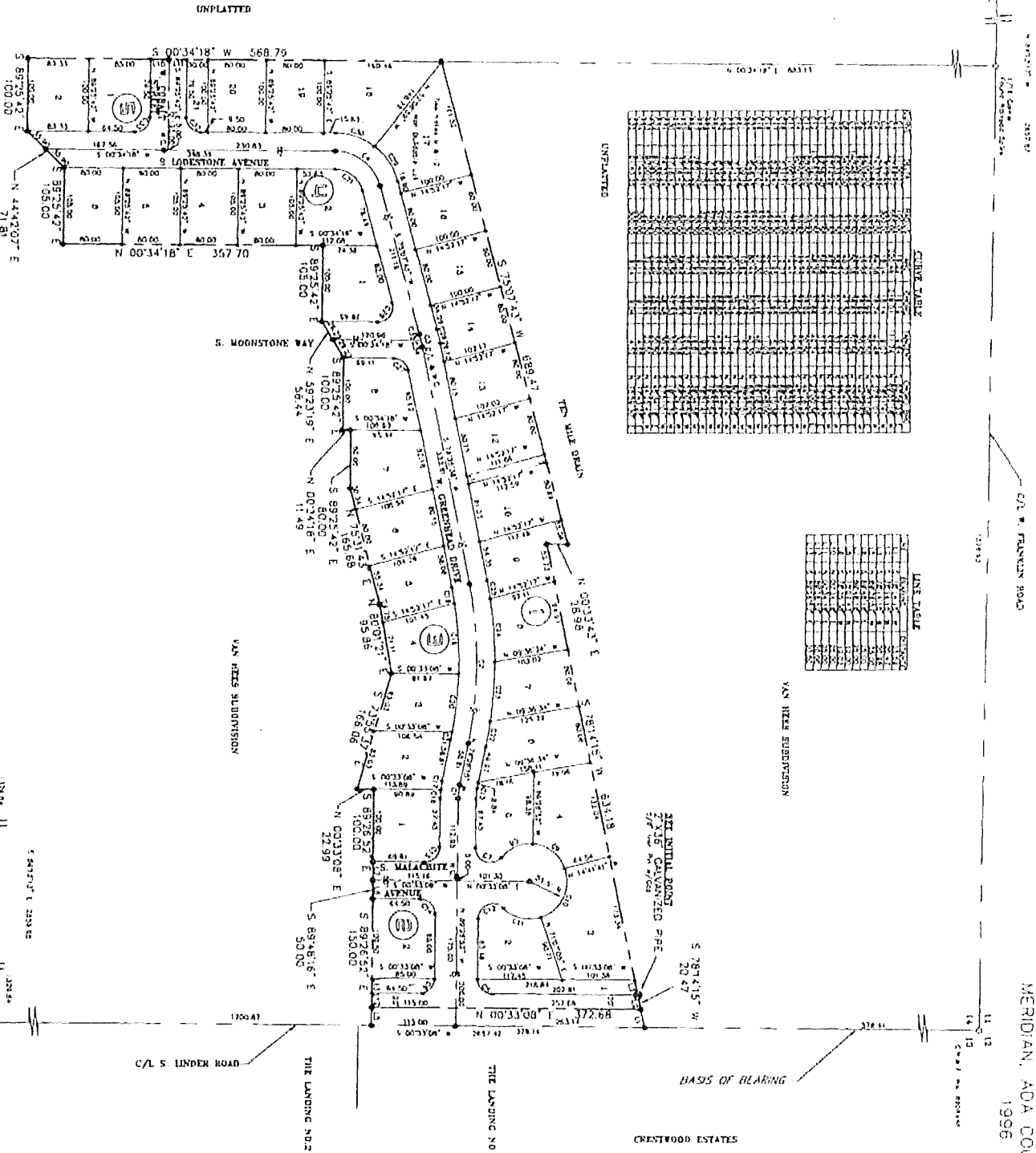
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EXHIBIT B

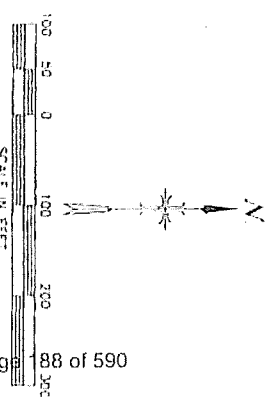
Upper - Miscellaneous References

1/4 Corner  
Corner Station 2557.61  
C/L S. WALTER ROAD  
1/4 Corner  
Corner Station 11009.38



A PORTION OF LOT 7 VAN HIES SUBDIVISION  
**WHITESTONE ESTATES SUBDIVISION**  
 SECTION 14, T. 3 N., R. 1 W., B.M.  
 MERIDIAN, ADA COUNTY, IDAHO  
 1996

FINAL PLAT  
 OF



- NOTES**
1. All lots within the subdivision are to be surveyed and the boundaries of the lots are to be established by a survey of the subdivision.
  2. Any measurements of the lots and corners are to be taken from the center of the lot.
  3. The subdivision is to be surveyed and the boundaries of the lots are to be established by a survey of the subdivision.
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**PACIFIC LAND SURVEYORS**  
 A Division of Pacific Land Surveyors, Inc.  
 1000 N. 10th Street  
 Boise, Idaho 83702  
 (208) 333-4300



GRANTEE: CITY OF MERIDIAN

*Robert E. Simison*

Robert E. Simison, Mayor

*Chris Johnson*



Attest by Chris Johnson, City Clerk

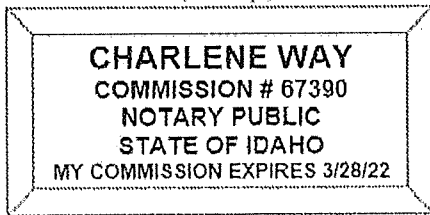
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(stamp)



*Charlene Way*

Notary Signature

My Commission Expires: 3-28-2022

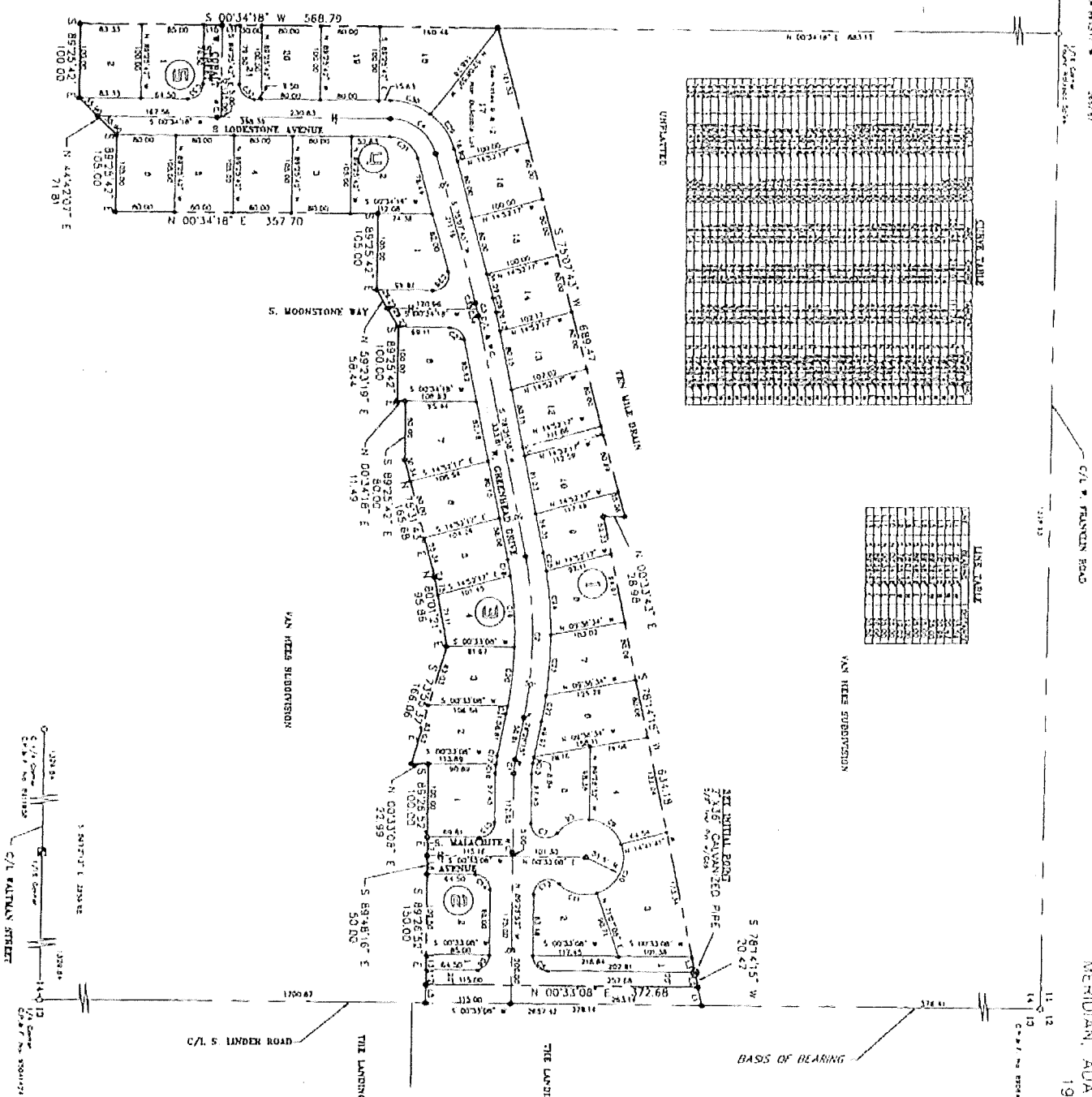
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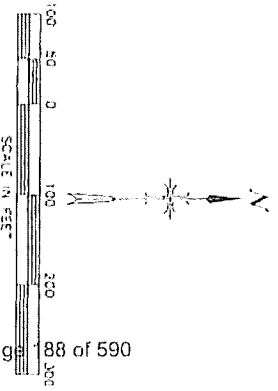
EXHIBIT B

UNPLATTED



FINAL PLAT  
OF  
**WHITESTONE ESTATES SUBDIVISION**  
SECTION 14, T 3 N, R 1 W, B 1 M,  
MERIDIAN, ADA COUNTY, IDAHO  
1996

A PORTION OF LOT 7 VAN HEES SUBDIVISION AND A PORTION OF THE W 1/2, E 1/2, NE 1/4



- LEGEND**
- Boundary Line
  - Center Line
  - Lot Line
  - Found 5/8" Iron Pin
  - Found 5/8" x 10" Iron Stake
  - Found 1/2" x 2" Iron Pin
  - Iron Number
  - Witness Corner
- NOTES**
1. All plat boundaries and dimensions are based on the original survey of the City of Boulder.
  2. Any boundary shown on this plat which is not shown on the original survey of the City of Boulder is shown in red ink.
  3. The original survey of the City of Boulder is shown on the plat in black ink.
  4. The original survey of the City of Boulder is shown on the plat in black ink.
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**PACIFIC LAND SURVEYORS, INC.**  
A Division of Pacific Land Group, Inc.  
200 N. 10th Street, Suite 100  
Boise, Idaho 83720  
Phone: 208-333-1234  
Fax: 208-333-1235





