
LICENSE AGREEMENT FOR LANDSCAPE IMPROVEMENTS AND MAINTENANCE

This LICENSE AGREEMENT FOR LANDSCAPE MAINTENANCE (“Agreement”) is made effective this 31 day of December, 2021 (“Effective Date”), by and between the **City of Meridian**, a municipal corporation organized under the laws of the State of Idaho (“Licensee”) whose address is 33 E. Broadway, Meridian, Idaho 83642, and **Concept Investments, LLP**, a limited liability partnership organized under the laws of the State of Idaho (“Licensor”) whose mailing address is P.O. Box 6404, Boise, Idaho 83707-6404. Licensee and Licensor may be collectively referred to as “Parties.”

WHEREAS, Licensor owns Ada County parcel nos. R1039000247 and R1039000260 (the “Subject Parcels” or “Licensed Premises”), located at 12 E. Ada and 20 E. Ada Street in Meridian, Idaho, which are strips of land that abut Northbound and Southbound Meridian road, part of the “split connector” roadway project;

WHEREAS, the Subject Parcels are adjacent to properties owned by the Ada County Highway District and the Nampa Meridian Irrigation district, said parcels having been landscaped with a mix of turf, shrubs, natural grasses, and trees;

WHEREAS, the Subject Parcels are not currently landscaped and Licensor has no immediate plans to develop the Subject Parcels;

WHEREAS, Licensee desires to install landscaping and maintain the Subject Parcels on behalf of the citizens of Meridian to provide a visually pleasing open space until such time as Licensee desires to develop the Subject Parcels;

WHEREAS, it is mutually beneficial for both Parties for Licensee to assume responsibility for landscaping and maintaining the Subject Parcels;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Grant of license.** Licensor hereby grants to Licensee, as grantee, a non-exclusive license on, over, across, under, and through the Licensed Premises, for the limited purposes of installation and maintenance of landscaping, to including turf, shrubs, natural grasses, and trees at Licensee’s discretion for use as landscaped open space.
- 2. Term and termination.** This Agreement shall be in effect for an Initial Term beginning on the Effective Date ending on September 30, 2031. After the Initial Term, this agreement will automatically renew for successive one-year extension terms, unless terminated by either party upon 90-day notice prior to the end of the current extension term. Licensor may terminate this agreement at any time upon receiving conditional development approval for a site development application

from the City of Meridian for the Subject Parcel(s). Licensor shall provide Licensee at least ninety (90) days' written notice of Licensor's intent to develop the property. Licensee's obligation to maintain the Licensed Premises is subject to annual budget appropriations by the City of Meridian.

3. **Maintenance.** Licensee shall maintain the landscaping on the Licensed Premises in good condition and repair, and as may be needed to satisfy applicable laws, policies, and reasonable discretion of Licensor, and sound landscape maintenance practices.
4. **Damage or destruction.** In the event that the landscaping on the Licensed Premises is damaged or destroyed, in whole or in part, Licensee may restore or replace the landscaping, subject to availability of sufficient funds.
5. **Water.** Licensee shall pay for the provision of and continued use of water to the Licensed Premises, if any.
6. **Insurance to be obtained by Licensee.** Licensee shall obtain all necessary property and other insurance as may be required in order to protect its insurable interests for its rights and obligations described within this Agreement. Insurance of Licensor's insurable interests shall be the sole responsibility of Licensor.
7. **Binding on Successors.** This Agreement shall be binding on the successors, administrators, executors and assigns of all parties hereto, and shall run with the land.
8. **Hold harmless.** Licensee agrees to hold the Licensor, its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expense that arise from Licensee's use or use by its employees, licensees, agents, invitees, or representatives, of the Licensed Premises pursuant to the license granted hereby.
9. **Remedies.** In the event of a breach hereunder by either party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.
10. **Assignment.** Neither party shall sell, transfer, or assign its interest in this Agreement without first providing written notice to the other party.
11. **Obstructions.** Neither Licensor nor Licensee shall install or permit any fence, sign, or other barrier within or across the Licensed Premises. However, the foregoing shall not prohibit the installation of temporary barricades reasonably necessary for security and/or safety purposes in connection with repair or maintenance of the Licensed Premises, so long as such work is conducted in the most expeditious manner reasonably possible.
12. **Notices.** All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is mailed, via U.S. Mail, prepaid and addressed to the respective Party's current registered agent as enumerated in the records of the Idaho Secretary of State.

13. Entire agreement. This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, and whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

14. Agreement governed by Idaho law. The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.

15. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.

16. Warranty of authority. The person executing this Agreement on behalf of Licensor represents and warrants due authorization to do so on behalf of Licensor, and that upon execution on behalf of Licensor, the same is binding upon, and shall inure to the benefit of, Licensor.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first written above.

END OF TEXT. SIGNATURES ON NEXT PAGE.

LICENSOR:

Concept Investments, LLP

Clinton Tate

By: CLINTON TATE, Partner

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this _____ day of _____, 12/9/2021, before me, _____, a Notary Public in and for said State, personally _____, known or identified to me to be the person who executed the instrument on behalf of Concept Investments, LLP, and acknowledged to me that such LLP 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 _____
My commission expires _____

LICENSEE:

City of Meridian

ATTEST:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert E. Simison and Chris Johnson, known to me to be the Mayor and City Clerk, respectively, of the City of Meridian, Idaho, and who executed the within instrument, 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 first above written.

Notary Public for Idaho
Residing at _____
My commission expires _____