

AGREEMENT CONCERNING ENTRY MOUNUMENT FOR SKYBREAK SUBDIVISION

This Agreement Concerning Entry Monument for Skybreak Subdivision (“Agreement”) is entered into between G20 LLC, an Idaho limited liability company (“Developer”), and the City of Meridian, an Idaho municipal corporation (“City”), effective this ___ day of _____, 2022. The Developer and the City are collectively referred to as the “Parties.”

1. RECITALS.

- 1.1. The Developer intends to construct an entry monument (“Monument”) for Skybreak Subdivision in the public right-of-way (“Right-of-Way”) near the intersection of S. Eagle Road and E. Bingley Drive, as depicted on Exhibits A and B, which are incorporated herein.
- 1.2. The City owns and operates a sanitary sewer line (“Sanitary Sewer Line”) within the Right-of-Way, as depicted on Exhibit A.
- 1.3. Because the Monument, once constructed, will impede the City’s access to the Sanitary Sewer Line, it may be necessary to remove all or part of the Monument to access the Sanitary Sewer Line for maintenance, repair, or replacement. Although reasonable efforts will be made to avoid damage, the Parties acknowledge that the Monument may incur incidental damage when the City performs work on the Sanitary Sewer Line.
- 1.4. The Developer wishes to assume responsibility for removal, repair, and replacement of the Monument to allow the City to access the Sanitary Sewer Line. This includes reimbursing the City for expenses the City incurs, if any, to remove all or part of the Monument.

2. **BINDING AGREEMENT.** In consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties shall be legally bound by this Agreement.

3. **INCORPORATION OF RECITALS.** The Recitals set forth in Section 1 are contractual and binding on the Parties.

4. **REMOVAL OF MOUNUMENT.** The Developer shall, at the City’s request, remove the Monument at the Developer’s expense to allow the City to readily access the Sanitary Sewer Line. The Developer shall be solely responsible for removing, repairing, and replacing the Monument. The Developer shall remove the Monument within fourteen (14) days of the City’s notice, unless, in the City’s sole determination, there is an emergency, in which case the Developer shall remove the Monument immediately. If Developer is unable or unwilling to timely remove the Monument: (a) the City shall be authorized to remove the Monument; (b) the Developer shall timely reimburse the City pursuant to Section 5; and (c) the Developer shall be responsible for replacing and repairing the Monument.

5. **REIMBURSEMENT.** The Developer hereby agrees to reimburse the City for any and all expenses the City incurs to remove the Monument (“Expenses”). Expenses shall include, but not be limited to, City staff time, materials, the fair market rental value of equipment, and payments to City contractors. The City shall invoice the Developer for said Expenses, and the Developer shall remit full payment to the City within thirty (30) days of the date of the invoice.

6. **NOTICES.** All notices shall be given by depositing a copy of such notice in the United States mail, first-class postage prepaid, to the respective Parties at the following addresses:

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

Jim D. Conger
Member
G20 LLC
P.O. Box 593
Eagle, ID 83616

7. **ASSIGNMENT.** The Developer shall, prior to November 30, 2025, assign this Agreement to the homeowners association for the Skybreak Subdivision and timely notify the City of said assignment. The developer shall not assign this Agreement to any other entity or individual without the City’s express, written consent, which shall not unreasonably be withheld.

8. **BINDING ON SUCCESSORS.** This Agreement shall be binding on the Parties and their heirs, successors, assigns, and personal representatives.

9. **CHOICE OF LAW AND VENUE.** This Agreement shall be governed and construed in accordance with Idaho law. Any action brought by the Developer or the City shall be brought within Ada County, Idaho.

10. **ATTORNEY FEES.** Should litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled to court costs and reasonable attorney fees, as determined by a court of competent jurisdiction.

11. **ENTIRE AGREEMENT.** This Agreement and the Exhibits hereto contain the entire agreement between the Parties and supersedes any and all other agreements or understandings concerning the Monument, oral or written, whether previous to the execution hereof or contemporaneous herewith.

12. **IDEMNIFICATION.** Developer shall indemnify, hold harmless, and defend the City from, for, and against any and all direct or third-party claims, actions, judgments, damages, injuries to persons or property, losses, liabilities, and expenses caused by, or arising out of an act or

omission of Developer's officers, employees, agents, and servants in connection with this Agreement not caused by or arising out of tortious conduct of the City.

13. BREACH OR DEFAULT; CURE; TERMINATION. If the Developer is in breach or default of this Agreement and is unable or unwilling to cure such breach or default within thirty (30) days of written notice thereof, this Agreement, at the City's option, may be deemed terminated without further notice or demand, and, if requested by the City, the Developer shall, at Developer's sole expense, permanently remove the Monument to avoid any potential interference with the City's ability to access the Sanitary Sewer Line.


14. TIME IS OF THE ESSENCE. The Parties hereto 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 of and a default under this Agreement.

15. INVALID PROVISION. If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.

16. DUTY TO ACT REASONABLY. Unless otherwise expressly provided, the Parties shall act reasonably in giving any consent or taking any other action under this Agreement.

17. HEADINGS. The bolded paragraph headings are for convenience only and shall not be used in interpreting or construing this Agreement.

G20 LLC

_____ 

By: Jim Conger, Manager

City of Meridian

By: Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

EXHIBIT A

SKYBREAK SUDDIVISION NO. 1 IMPROVEMENT PLANS

EXHIBIT B

SKYBREAK – ENTRY MONUMENTS

