

AGREEMENT FOR DISASSEMBLY, TRANSPORT, AND OWNERSHIP OF HISTORIC DOUBLE-SILO BARN COMPONENTS

This AGREEMENT FOR DISASSEMBLY, TRANSPORT, AND OWNERSHIP OF HISTORIC DOUBLE-SILO BARN COMPONENTS ("Agreement") is made effective this ____ day of _____, 2024 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and Endurance Holdings LLC, a limited liability company organized under the laws of the State of Idaho ("Developer"). City and Developer may be collectively referred to as "Parties."

WHEREAS, Developer owns property located at 820 S. Black Cat Road, in Meridian, Ada County parcel no. S1215325450 ("Property"), a 27-acre parcel that was formerly the site of Black Cat Farm, which included an historically significant double-silo barn structure, built in approximately 1917, as generally depicted in *Exhibit A* ("Barn"), which Barn is also owned by Developer;

WHEREAS, Developer filed with City application no. H-2023-0045, requesting Annexation, Rezone and Preliminary Plat approval for Farmstone Crossing Subdivision, to be built on the Property;

WHEREAS, Vanguard Way, a road necessary to serve the subdivision, will be extended and constructed where the Barn currently sits, and the Ada County Highway District has determined that it would be unsafe for the road to be constructed around the Barn or in another location;

WHEREAS, Developer has agreed to disassemble the Barn; and to label, package, and move its components, including the beams, trusses, framing, chutes, steel bands, and bricks ("Components") to the Meridian Parks and Recreation Department's maintenance facility, located at 1700 E. Lanark Street, Meridian, Idaho, and to place them in an area in the outdoor yard of the maintenance facility to be identified by the Park Superintendent ("Facility");

WHEREAS, with this condition, on May 7, 2024, Meridian City Council approved the annexation of the Property into Meridian; and

WHEREAS, this Agreement is intended to establish the terms and conditions of such disassembly and storage of the Components, and the Parties' respective responsibilities regarding same;

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

I. DEVELOPER'S RESPONSIBILITIES.

- A. Move Components to Facility.** Developer shall disassemble, label, package, and move the Components from the Property to the Facility, at Developer's sole expense.
- B. Convey ownership of Components.** Developer shall convey to City ownership of the Components. The transfer of ownership shall occur upon Developer's delivery of all Components to Facility.

C. Convey lot. Within thirty (30) days of recording of the final plat for the Property, Developer shall convey to City a parcel in the southeastern part of the Property ("Lot"), which Lot shall be of adequate size to reconstruct the Barn using the Components and to provide required setbacks. Developer's conveyance and City's ownership of the Lot shall be subject to the following conditions:

1. Unless and until the Barn is reconstructed on the Lot, Developer shall be responsible for maintenance of all portions of the Lot. Maintenance shall include proper irrigation, pruning, pest control, and replacement of any and all required landscaping and vegetation.
2. When the Barn is reconstructed on the Lot, Developer shall be responsible for maintenance of all portions of the Lot exclusive of the Barn. Maintenance shall include proper irrigation, pruning, pest control, and replacement of any and all required landscaping and vegetation.
3. At all times, Developer shall keep the Lot free of any and all nuisance conditions, at Developer's sole expense.
4. Prior to acceptance of the Lot, City shall order a Commitment for Title Insurance covering the Lot. At closing, City shall purchase a title insurance policy, in the insured amount of the market value of the Lot. Developer shall either directly pay the title company for such policy, or within thirty (30) days of City's mailing of invoice, Developer shall reimburse City for the cost of such title insurance policy.
5. At Developer's sole expense, Developer shall obtain a professional market value valuation of the Lot and shall provide such valuation to City.
6. The instrument conveying the Lot shall be a warranty deed and shall provide that:
 - a. If the Barn is not constructed on the lot by December 31, 2034, the Lot will revert to Developer or to Developer's successor in interest. In such event, the City shall prepare and convey a quitclaim deed conveying the Lot to Developer or to Developer's successor in interest.
 - b. Unless and until the Barn is reconstructed on the Lot, Developer shall be responsible for maintenance of all portions of the Lot. When the Barn is reconstructed on the Lot, Developer shall be responsible for maintenance of all portions of the Lot exclusive of the Barn. Maintenance shall include proper irrigation, pruning, pest control, and replacement of any and all required landscaping and vegetation. At all times, Developer shall keep the Lot free of any and all nuisance conditions, at Developer's sole expense.
 - c. Developer will convey good title to the Lot, and shall certify that the Lot is free and clear of:
 - 1) Any liens or other encumbrances, other than those required by City;
 - 2) Any lawsuits, condemnation proceedings, administrative proceedings or environmental investigations, either pending or threatened;
 - 3) Any special assessments or other obligations or improvements;
 - 4) Any parties in possession of any portion of the Lot as lessees, licensees, tenants at sufferance or trespassers;
 - 5) Any other occupancy agreements or other contracts, written or oral, express or implied;
 - 6) Any pending or threatened violations of any applicable laws, ordinances, regulations, statutes, rules, or restrictions;

- 7) Any hazardous material, substance or waste, whether liquid, solid, gaseous or otherwise, whether located in, upon, or under the Lot;
- 8) Any ground or surface waters or water courses, whether on or under the Lot, which make impracticable reconstruction of the Barn on the Lot; and
- 9) Any prior use for storage, disposal, manufacture, generation, whether as a by-product or otherwise, of any hazardous or toxic substance.
- d. If, at any time prior to December 31, 2034, City discovers any defects in the conditions enumerated above City may, in City's sole discretion, prepare and convey a quitclaim deed conveying the Lot to Developer or to Developer's successor in interest.
- 7. Developer shall pay all closing costs and/or costs related to the conveyance of property under this Agreement. If City incurs any such costs, within thirty (30) days of City's mailing of invoice, Developer shall reimburse City in the amount of such costs.
- 8. The obligations of City under this Agreement are, at City's sole option, subject to the satisfaction of the following conditions:
 - a. Developer's representations and warranties are true, complete, and accurate as of the date of this Agreement and as of the date of closing.
 - b. Developer has performed all obligations, covenants, and agreements to be performed before closing as set forth in this Agreement or as may be necessary.
 - c. A title company is prepared to issue a title insurance policy to City in accordance with the provisions of section I.C.4 of this Agreement.
- D. Certifications.** Developer hereby certifies that, except as may be disclosed in writing to City before closing:
 - 1. To Developer's knowledge, Developer is not required to obtain the approval or consent of any person, firm, or other entity to permit Developer to consummate the transactions contemplated by this Agreement.
 - 2. To Developer's knowledge, Developer owns and possesses all rights, title, and interest in and to the Components and the Lot.
 - 3. There is no equitable, legal, or administrative suit, action, arbitration, or other proceeding pending or threatened against or affecting Developer, the Components, or the Lot.

II. CITY'S RESPONSIBILITIES.

- A. Acceptance.** Upon Developer's delivery of the Components to Facility, City shall accept the Components and ownership thereof. Upon such acceptance, City shall bear all costs, risks, and responsibilities of ownership of the Components.
- B. Storage of Components.** Following City's acceptance of the Components, City shall own and may store the Components at Facility. The Parties acknowledge that the Components may be stored outdoors, without cover, and on an unimproved surface.

II. GENERAL TERMS.

- A. Term.** This Agreement shall be effective as of the Effective Date, and shall remain in effect until all December 31, 2025, or until Developer's completion of all responsibilities set forth in this Agreement, whichever is later.

- B. Assumption of risk.** Developer acknowledges that provision of services under this Agreement may carry a risk of injury, illness, and/or death, some of which risks may be unknown, and, with that knowledge, Developer hereby assumes all such risks and hazards.
- C. Indemnification.** Developer shall fully indemnify, hold harmless and defend and City from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, expenses (including but not limited to reasonable attorney's fees), or injury to persons or property, whether or not involving a third party claim, which arise out of or relate to any act or omission of in carrying out Developer's responsibilities under this agreement. The limits of Developer's 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 due to the actions or omissions of Developer or Developer's employees, agents, contractors, or invitees, 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.
- D. Insurance.** Each party shall obtain all necessary insurance as may be required in order to protect its respective insurable interests as may be related to its rights and obligations described within this Agreement.
- E. Waiver.** Developer waives and releases, on behalf of Developer and Developer's heirs, executors, administrators, assigns, and/or personal representatives, any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Developer's performance of this Agreement, whether such loss or damage may be attributable to known or unknown conditions, except for liability arising out of concurrent or sole negligence of City or its officers, agents or employees.
- F. Compliance with law.** Throughout the course of this Agreement, the Parties shall comply with any and all applicable federal, state, and local laws.
- G. State of Idaho requirements.** The following provisions, as applicable, are required by Idaho law. The terms used in this provision shall have the definitions as set forth in the respective Idaho Code provisions.
1. Pursuant to Idaho Code § 67-2346, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control.
 2. Pursuant to Idaho Code § 67-2359, Contractor certifies that Contractor is not, and for the duration of this Agreement will not be, a company currently owned or operated by the government of China.
- H. Time 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 agreed to hereunder shall constitute a breach of, and a breach of this Agreement, by the party so failing to perform.
- I. Binding on Successors.** This Agreement shall be binding on the successors, administrators, executors and assigns of all parties hereto.

- J. Non-waiver.** No waiver by either party operates as, or is to be construed as, a waiver in respect of any failure, breach, or default not expressly identified by an express, written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates as, or is to be construed as, a waiver thereof; nor does any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- K. Third-party beneficiaries.** This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.
- L. Assignment.** Neither party shall sell, transfer, or assign its interest in this Agreement without first providing written notice to the other party.
- M. 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 provided as of the date such writing is mailed, via U.S. Mail, prepaid and addressed, if to Developer to Endurance Holdings LLC, 1977 E. Overland Road, Meridian, ID 83642 or, if to City, to Meridian City Clerk, 33 E. Broadway Avenue, Meridian, Idaho, 83642.
- N. 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.
- O. Agreement governed by Idaho law.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Venue shall be in the courts of Ada County, Idaho.
- P. 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.
- Q. Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

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

DEVELOPER:
Endurance Holdings LLC


By: Corey Barton, Member
Endurance Holdings LLC

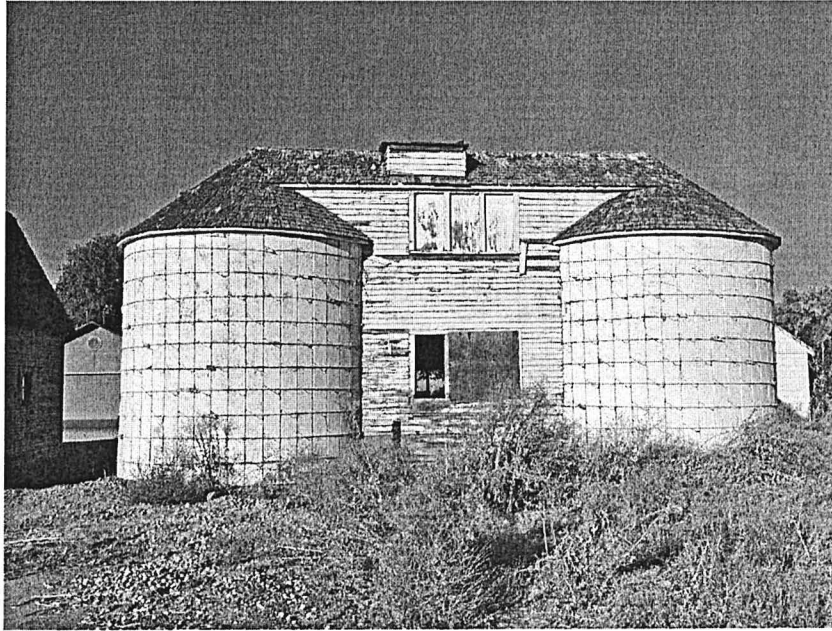
CITY:
City of Meridian

ATTEST:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A



EAST ELEVATION



WEST ELEVATION

- East elevation has a rectangular opening for a window and a rectangular, three lite, side-by-side window near the roof
- West elevation has a flush wood door and rectangular picture window
- North and south elevations have a silo on each side
- Silo walls are comprised of vertical, interlocking concrete staves, bound on the outside with iron hoops
- Building connecting the silos is wood frame and has a concrete foundation and a driveway