

LICENSE AGREEMENT BETWEEN THE MERIDIAN DEVELOPMENT CORPORATION (MDC) AND THE CITY OF MERIDIAN (CITY)

RECITALS

WHEREAS, MDC owns certain property (MDC Property) and the CITY owns certain property (CITY Property) depicted in Exhibit A which is attached hereto and incorporated herein;

WHEREAS the Hunter Lateral (Lateral) is an irrigation facility owned by the Nampa Meridian Irrigation District (NMID) and runs through and across both the City and MDC properties;

WHEREAS the City and MDC have entered into agreements with NMID and ACHD for the relocation of the Lateral to the ACHD right of way;

WHEREAS the relocation of the Lateral will improve the potential use and redevelopment of the respective properties of the City and MDC; and

WHEREAS, the City is responsible for relocating the Lateral to the ACHD right of way and this agreement grants permission to the City to go on MDC property to accomplish said relocation and subsequent restoration of the MDC Property.

WHEREAS, the CITY and MDC desire to enter into this Agreement for the mutual benefit of both entities with all relocation and restoration work described herein to be performed by the City and/or its contractors.

AGREEMENT

For their mutual consideration and benefit, MDC and City enter into this Agreement to facilitate the relocation of the Lateral from their respective properties as noted in Exhibit A to the ACHD right of way. MDC hereby grants a temporary license during the term of this Agreement to the City and its contractors and designees to go onto the MDC Property for the relocation of the Lateral from the MDC Property and the City Property to the ACHD right of way and for the restoration of the MDC property upon completion of the work.

The City will be responsible for all construction and related work to accomplish the relocation of the Lateral and the payment of the associated costs. City agrees to promptly restore the MDC Property to at least substantially the same condition that existed prior to the relocation work being performed. The applicable properties and location of the work are all identified on Exhibit A and incorporated by reference into this Agreement.

The work is intended to be performed and completed by May 31st of 2024 with the term of this Agreement being through said date. If delay occurs due to weather or any other reason beyond the City's control, the parties agree that notification shall be made to MDC with a request for a mutually agreeable extension to complete the work in a timely manner due to those conditions. This Agreement may be terminated by either party for noncompliance with the terms hereof by providing at least thirty (30) days advance written notice of termination. If the defaulting party cures the default before the expiration of thirty (30) days following the date of the notice of default then the default shall be deemed to be resolved and cured. If this Agreement is terminated the obligation to restore the MDC Property shall remain and survive said termination.

EXPENSE AND HOLD HARMLESS

All costs and expenses for the relocation of the Lateral and corresponding restoration work to be performed on MDC and City properties shall be at the City's expense. Any reimbursement of such costs by MDC will be by separate agreement. City agrees to pay the costs of construction when due and in accordance with its agreements with the applicable contractors. The City shall not allow any liens related to the relocation for nonpayment or otherwise to be asserted or maintained on the MDC Property. The City shall release, hold harmless and defend MDC from any damages, claims for damage or injury, or any other claims related to the performance of the Lateral relocation and property restoration work by the City and its contractors as described in this Agreement.

ATTORNEY'S FEES

Should either party incur costs or attorney fees in connection with efforts to enforce the provisions of this Agreement that party shall be entitled to reimbursement for its costs and reasonable attorney fees from the other party.

CONSTRUCTION BINDING EFFECT

This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho and shall be binding upon and inure to the benefit of the parties hereto and their respective successors. This Agreement is not intended for the benefit of any third party and is

not enforceable by any third party. The parties represent and warrant to each other that they each have authority to enter this Agreement.

SECTION HEADINGS

The section headings herein set forth are provided only for the convenience of the parties in locating various provisions of the Agreement, and are not intended to be aids in interpretation of any provision of the agreement with respect to which the parties might disagree at some future time, and shall not be considered in any way in interpreting or construing any provision of the Agreement.

NOTICES

Any and all notices, demands, consents and approvals required pursuant to this Agreement may be delivered by hand delivery or U.S. mail to the addresses below:

City Clerk
Meridian City Hall
33 E. Broadway Avenue
Meridian, Idaho 83642

MDC
Ashley Squyres
104 E. Fairview Ave. #239
Meridian, ID 83642

MICELLANEOUS

The recitals and exhibits described and set forth in this Agreement are a material and integral part of this Agreement and are incorporated herein by reference. The failure or neglect of a Party to enforce any remedy available by reason of the failure of the other Party to observe or perform a term or condition set forth in this Agreement shall not be a waiver of such term or condition. A waiver by a Party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver. This Agreement, together with the accompanying Exhibit A, is the entire agreement among the Parties. The invalidity of any portion of this Agreement, as determined by a court of competent jurisdiction, shall not affect the validity of any other portion of this Agreement. This Agreement has been negotiated by the Parties and shall not be constructed more strictly against either party.

EFFECTIVE DATE

The parties hereby agree that the effective date of this Agreement shall be upon approval of the Board of Directors of the Meridian Development Corporation and the City Council of the City of Meridian and signed by the Chair and Mayor of the respective organizations.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

CITY OF MERIDIAN

Robert Simison, Mayor

Attest, City Clerk

MERIDIAN DEVELOPMENT CORPORATION



By: Dave Winder, Chairman

Attest:
MDC Secretary



EXHIBIT A

[illegible]

COM,IT | COMPASS, City of Meridian | Ada County and City of Meridian | City of Meridian | GIS | The Ada County Assessor's Office | IT GIS, Community Development, City of Meridian | Ada County Assessors Office | City of Meridian GIS