

When Recorded Mail To:

CITY OF MERIDIAN
33 E. Broadway Avenue
Meridian ID 83642
Attn: City Clerk

(Above Space for Recorder's Use Only)

LICENSE AGREEMENT FOR WATER PUMP USAGE

This LICENSE AGREEMENT FOR WATER PUMP USAGE ("Agreement") is made effective this 19th day of August, 2022, by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and Three Corners Subdivision Property Owners Association, Inc., a non-profit corporation organized under the laws of the State of Idaho ("Three Corners"). City and Three Corners may be collectively referred to as "Parties."

WHEREAS, Three Corners owns Ada County parcel no. R8442240120, legally described as Township/Range/Section 4N1E29, Ada County, Idaho, a common lot generally depicted in *Exhibit A* hereto, upon which parcel there is situated a water pump, also owned by Three Corners (collectively, "Licensed Premises");

WHEREAS, City has agreed, pursuant to the agreement attached hereto as *Exhibit B*, to maintain the landscaping and irrigation systems installed by the Idaho Transportation Department ("ITD") along the south side of Chinden Boulevard, from Locust Grove Road to Boise city limits, as shown on *Exhibit C* ("Landscaping");

WHEREAS, water used to irrigate the Landscaping will be collected in a drainage swale owned by ITD and diverted to Three Corners's pond, as shown on *Exhibit C* hereto, which pond is the source of water from which Three Corners's water pump pumps water;

WHEREAS, pursuant to the terms of this Agreement, Three Corners is willing to allow ITD to connect, in a manner and using components approved by Three Corners, the sprinkler system that irrigates the Landscaping to Three Corners's water pump on the Licensed Premises, and thereafter to allow City to receive water from Three Corners's water pump for the purpose of irrigating the Landscaping;

WHEREAS, it is mutually beneficial for both Parties for Three Corners to allow City to use the water pump for the purposes set forth in this Agreement;

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.** Three Corners hereby grants to City, as grantee, a non-exclusive license, for the limited purposes of:
 - a.** Installing upon Three Corners's water pump a connection from the pump to an irrigation system to be used to irrigate the Landscaping, as set forth in *Exhibit C*; and

- b. Using water from Three Corners's water pump for the purpose of irrigating the Landscaping throughout the term of, and subject to the conditions of, this Agreement.

2. Term and termination. This Agreement shall continue in perpetuity and shall remain in effect unless and until terminated by either party, upon ninety (90) days' written notice.

3. Irrigation Season, defined. "Irrigation Season," as such term is used herein, shall mean the time between the date in the spring on which Settler's Irrigation District opens its canal system for the purpose of irrigation, and the date in the fall on which Settler's Irrigation District closes its canal system.

4. Payment of proportionate costs. City shall pay Three Corners for:

- a. The proportionate share of the water from the pump that is used for irrigating the Landscaping, to be calculated at the rate of 2 units per irrigation season;
- b. The proportionate share of electricity necessary to run Three Corners's pump;
- c. The proportionate share of routine repairs and maintenance necessary to keep Three Corners's pump and related components in good working order;
- d. An annual \$100 administration fee for collecting and compiling the analysis required to create the detailed invoice(s); and
- e. The proportionate share of increased insurance costs directly related to this agreement (if any). City's total annual payment to Three Corners shall not exceed one thousand dollars (\$1,500) without written amendment of this Agreement.

5. Method of payment. By November 1 of each year, Three Corners shall submit to City a detailed invoice for City's proportionate share of annual costs as set forth herein. Alternatively, at the sole discretion of Three Corners, by July 15 and November 1 of each year, Three Corners shall submit to City two (2) detailed invoices for City's proportionate share of costs, as set forth herein, to each date. City shall pay such costs within thirty (30) days of Three Corners's detailed invoice therefor.

6. Accounting required. Three Corners shall, with reasonable notice, allow City to inspect or have a copy of its records regarding the costs of operating the pump and the water issuing therefrom. Such records, subject to available data, shall adequately show the amount and cost of water from the pump that is used for all applications, the amount and cost of water from the pump used for the Landscaping, the amount and cost of all electricity necessary to run the pump, and the nature and cost of all maintenance and repairs.

7. Irrigation programming. It is acknowledged by City that Three Corners will maintain control over the irrigation system at all times and will be responsible for selecting and programming the irrigation timeslots and length of watering throughout each irrigation season. Such selection and programming shall depend on the availability of water during the Irrigation Season for the purposes set forth in this Agreement.

8. Availability of water. City acknowledges that availability of water for this purpose is dependent on the amount of water in the Three Corners pond. Following written notice to City, Three Corners may use both city-provided potable water and irrigation water to fulfill its obligations under this Agreement throughout the course of an Irrigation Season and City will be subject to the costs thereof. Three Corners does not guarantee ability to pump water to Landscaping. In situations where service is interrupted, Three Corners will attempt to remedy in a best effort manner.

9. Non-Appropriation. Three Corners acknowledges that City is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of City's statutory mandate. Notwithstanding anything in this Agreement to the contrary, City's obligations under this Agreement to provide payment to Three Corners as described herein shall be subject to and dependent upon appropriations being made by City Council for such purpose.

10. 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.

11. Force Majeure. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to or made impracticable by unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, natural disaster, epidemic, strike, or order of any court or authorized agency.

12. 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.

13. Assignment. Neither party shall sell, transfer, or assign its interest in this Agreement without first providing written notice to the other party, except that City may assign to ITD and/or its contractor(s) the City's interest as conveyed in section (1)(a) of this Agreement without further notice to Three Corners.

14. 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 Three Corners to such organization's most recently, registered agent as enumerated in the records of the Idaho Secretary of State, or, if to City, to Meridian City Clerk, 33 E. Broadway Avenue, Meridian, Idaho, 83642.

15. 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.

16. 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.

17. 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.

18. 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.

19. Warranty of authority. The person executing this Agreement on behalf of Three Corners represents and warrants due authorization to do so on behalf of same, and that upon execution by both Parties, this Agreement shall be binding upon, and shall inure to the benefit of, both Parties.

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

THREE CORNERS:

Three Corners Property Owners' Association LLC

Gregg Bengtzen

By: Gregg Bengtzen, President
Three Corners Subdivision Property Owners Association, Inc.
Its: President



STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this 22 day of August, 2022, before me, Rachel Myers, a Notary Public in and for said State, personally appeared Gregg Bengtzen, known or identified to me to be the person who executed the instrument on behalf of Three Corners Subdivision Property Owners Association, Inc., and acknowledged to me that such person 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.

Rachel Myers
Notary Public for Idaho
Residing at Nampa, Idaho
My commission expires October 10, 2023

CITY:
City of Meridian

ATTEST:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

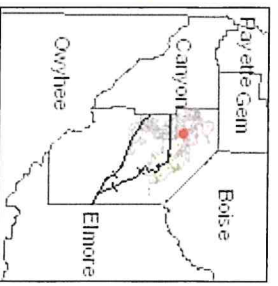
On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT E. SIMISON and CHRIS JOHNSON, known to me to be the Mayor and City Clerk, respectively, of the City of Meridian, Idaho, and who executed the within instrument, and acknowledged 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 _____

Ada County Assessor

This map is a user-generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR LEGAL PURPOSES.



Legend

- + Railroad
- Roads (2,000 - 4,000 \$
- <all other values>
- Interstate
- Ramp
- Principal Arterial
- Collector
- Minor Arterial
- Local
- Parks
- Alley
- Driveway
- Parks
- Townships
- Sections
- Condos
- Parcels

8/19/2022

Exhibit A



Mayor Robert E. Simison

City Council Members:

Treg Bernt
Joe Borton
Luke Cavener

Brad Hoaglund
Jessica Perreault
Liz Strader

MEMORANDUM

TO: Mayor Simison and City Council

FROM: Mike Barton, Parks Superintendent

DATE: May 21, 2021

RE: Cooperative Agreement - Landscaping Maintenance

The State has completed a project to widen US20/26 from Locust Grove Road to Eagle Road, identified as project no. A019944. At the request of the City, the State has installed a multi-use path on the Meridian side that is separated from the curb. The City has requested this buffer area between the curb and the path be landscaped. The State has agreed to install landscaping (sod and sprinklers) at no cost to the City, provided the City will maintain the strip.

The area to be maintained by the City is 1,000 feet long and is only in front of 4 county parcels. The rest of the strip is in front of already developed property and will be maintained by those owners. Should the 4 parcels adjacent to this strip redevelop, the landscaping will be maintained by the new owner/HOA. The yearly cost to mow, irrigate, and fertilize this strip is \$4,500 and is already in our proposed FY22 base budget.

We respectfully request approval of the attached cooperative agreement.

Exhibit B - 4 pages

**COOPERATIVE AGREEMENT
(LANDSCAPING MAINTENANCE)
PROJECT NO. A019(944)
US20/26, LOCUST GROVE TO EAGLE ROAD
KEY NO. 19944**

PARTIES

THIS AGREEMENT is made and entered into this 1st day of June, 2021, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF MERIDIAN, hereafter called the City.

PURPOSE

The State has programmed a project to widen US20/26 from Locust Grove to Eagle Road, identified herein as Project No. A019(944), Key No. 19944. The project includes installation of landscaping and sprinkler systems as shown on the attached Exhibit A. The City has agreed to provide maintenance of the landscaping and sprinkler system installed as part of the project. This Agreement will set out the terms of this arrangement.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

1. The State will design and construct this project, including landscaping and sprinkler system as shown on the attached Exhibit A.
2. The City will, upon completion of construction, assume responsibility for maintaining the landscaping and sprinkler system along with the existing well, as follows:
 - Operate and maintain the sprinkler systems. Maintain sprinklers so that they do not wet the roadway.
 - Maintain landscaping in a healthy condition, adequately watered and fertilized.
 - Utilize State approved highway safety procedures for City personnel during all phases of landscape maintenance.
3. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until

*Cooperative Agreement (Landscaping)
US20/26, Locust Grove to Eagle Rd
Key No. 19944*

amended or replaced upon the mutual written consent of the City and the State.

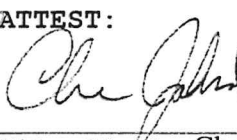

EXECUTION

This Agreement is executed for the State by its District Engineer and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted corporate Seal of the City of Meridian.

IDAHO TRANSPORTATION DEPARTMENT

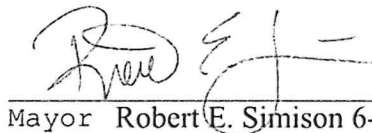
District Engineer

ATTEST:

City Clerk Chris Johnson 6-1-2021

CITY OF MERIDIAN

 _____
Mayor Robert E. Simison 6-1-2021

(Seal)

By regular meeting
on 6-1-2021.

cf:19944 Coop Meridian.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF MERIDIAN**, hereafter called the **CITY**, for maintenance of landscaping on US20/26 from Locust Grove to Eagle Road; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A019(944) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

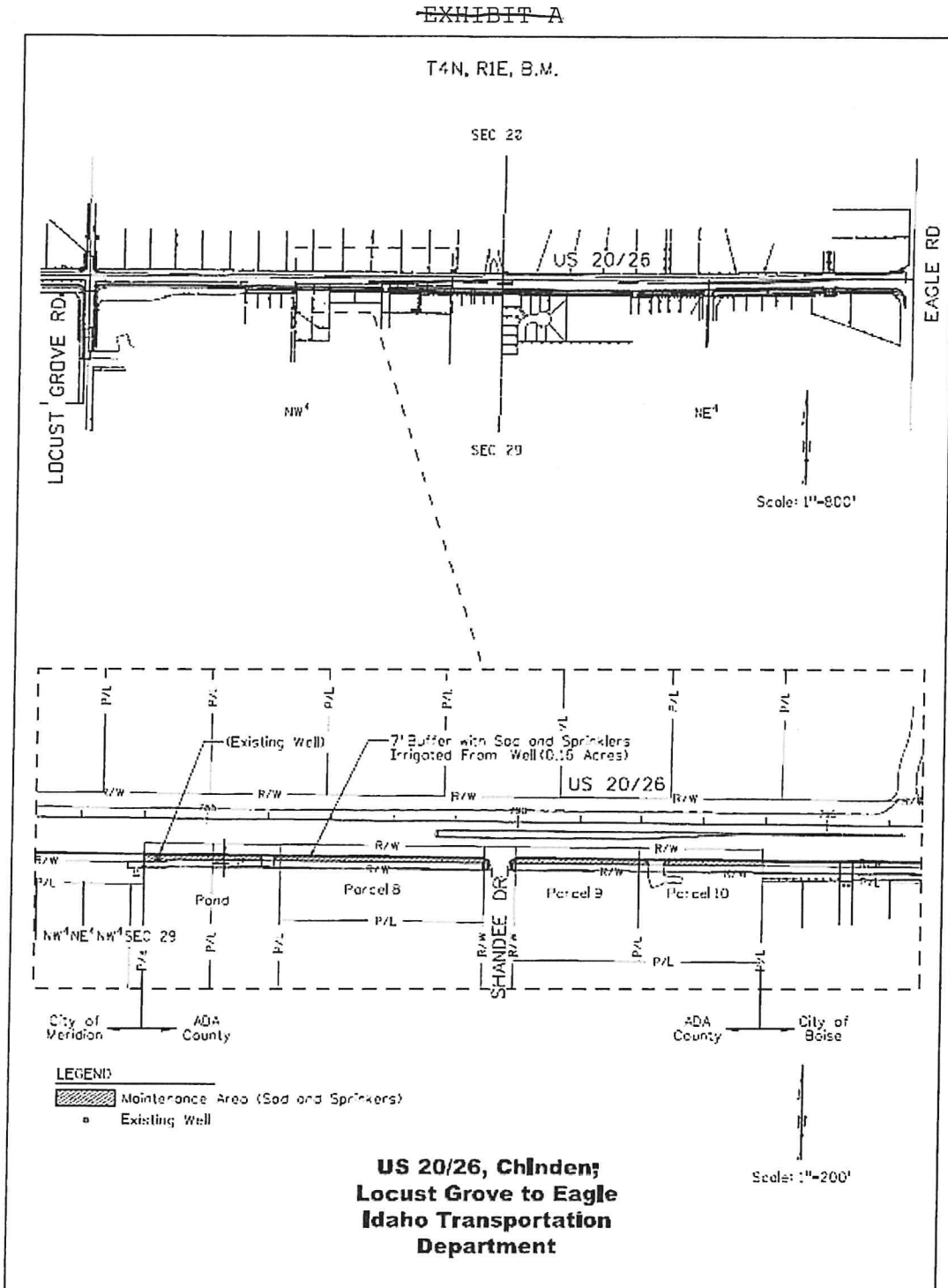
CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly called special (X-out non-applicable term)* meeting of the City Council, City of Meridian, held on June 1st, 2021.

(Seal)

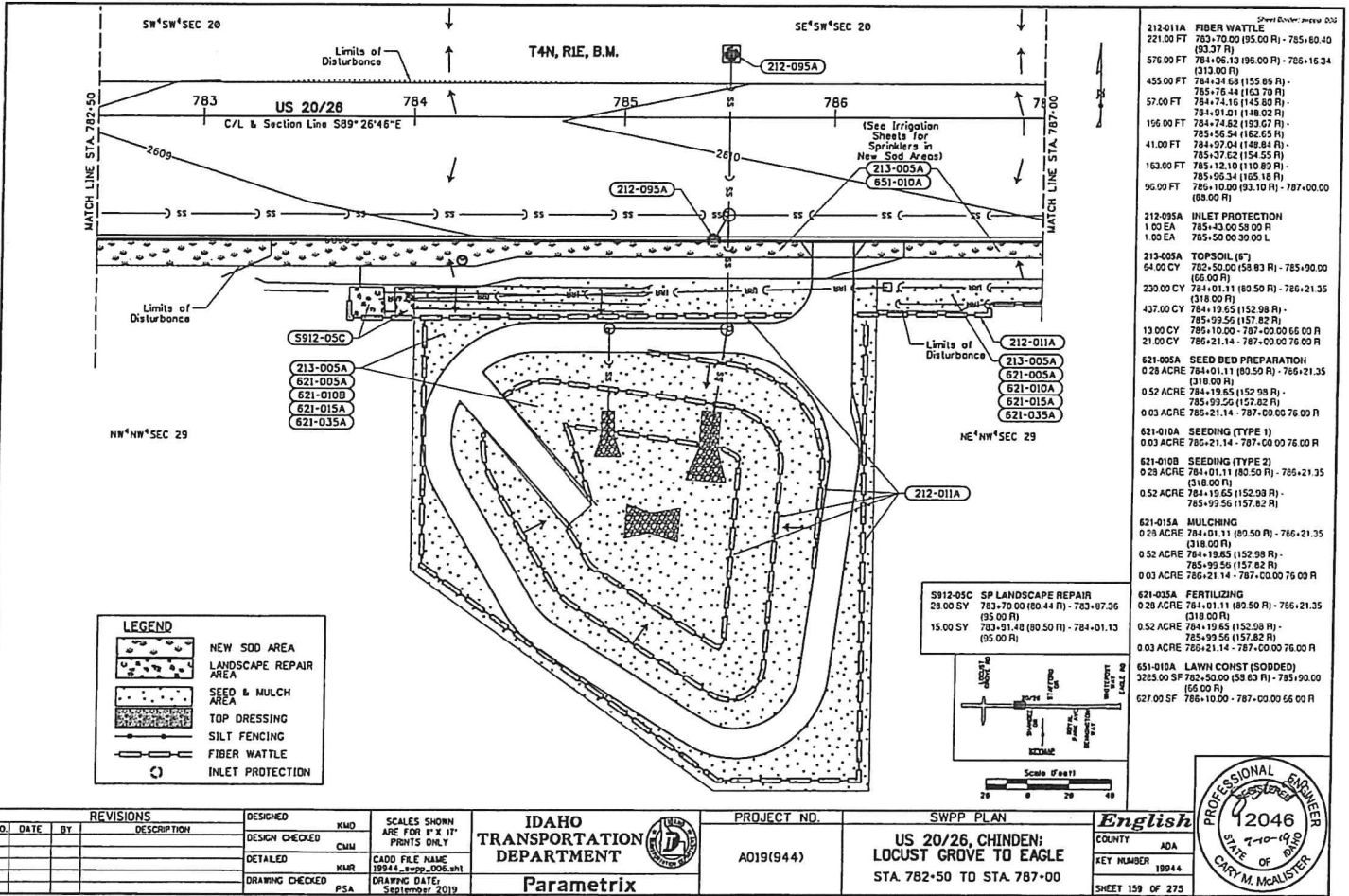
City Clerk Chris Johnson 6-1-2021

Exhibit C Agreed upon Irrigation area
4 P95



Cooperative Agreement (Landscaping)
US20/26, Locust Grove to Eagle Rd
Key No. 19944
Page 4

Irrigation area is
Northeast corner of 3 corners property
along Chinden going east to Boise
City Limits



212-011A	FIBER WATTLE	221.00 FT	783-70.00 (95.00 R) - 785+60.40 (93.37 R)
576.00 FT	784+06.10 (96.00 R) - 786+16.34 (313.00 R)		
455.00 FT	784+24.68 (155.85 R) - 785+76.44 (163.70 R)		
57.00 FT	784+74.16 (145.80 R) - 784+01.01 (148.02 R)		
156.00 FT	784+74.82 (193.67 R) - 785+56.54 (162.65 R)		
41.00 FT	784+97.04 (148.84 R) - 785+37.62 (154.55 R)		
163.00 FT	785+12.10 (110.89 R) - 785+96.34 (105.18 R)		
90.00 FT	786+10.00 (93.10 R) - 787-00.00 (89.00 R)		
312-095A	INLET PROTECTION	1.00 EA	785+43.00 58.00 R
1.00 EA	785+50.00 30.00 L		
213-005A	TOPSOIL (6")	54.00 CY	782-50.00 (58.83 R) - 785+90.00 (56.00 R)
230.00 CY	784+01.11 (80.50 R) - 786+21.35 (318.00 R)		
437.00 CY	784+19.65 (152.98 R) - 785+99.56 (157.82 R)		
13.00 CY	785+10.00 - 787-00.00 66.00 R		
21.00 CY	786+21.14 - 787-00.00 76.00 R		
621-005A	SEED BED PREPARATION	0.28 ACRE	784+01.11 (80.50 R) - 786+21.35 (318.00 R)
0.52 ACRE	784+19.65 (152.98 R) - 785+99.56 (157.82 R)		
0.03 ACRE	785+21.14 - 787-00.00 76.00 R		
621-010A	SEEDING (TYPE 1)	0.03 ACRE	785+21.14 - 787-00.00 76.00 R
621-010B	SEEDING (TYPE 2)	0.28 ACRE	784+01.11 (80.50 R) - 786+21.35 (318.00 R)
0.52 ACRE	784+19.65 (152.98 R) - 785+99.56 (157.82 R)		
621-015A	MULCHING	0.28 ACRE	784+01.11 (80.50 R) - 786+21.35 (318.00 R)
0.52 ACRE	784+19.65 (152.98 R) - 785+99.56 (157.82 R)		
0.03 ACRE	786+21.14 - 787-00.00 76.00 R		
621-035A	FERTILIZING	0.28 ACRE	784+01.11 (80.50 R) - 786+21.35 (318.00 R)
0.52 ACRE	784+19.65 (152.98 R) - 785+99.56 (157.82 R)		
0.03 ACRE	786+21.14 - 787-00.00 76.00 R		
651-010A	LAWN CONST (SODDED)	3265.00 SF	782-50.00 (58.83 R) - 785+90.00 (56.00 R)
627.00 SF	786+10.00 - 787-00.00 66.00 R		

LEGEND	
	NEW SOD AREA
	LANDSCAPE REPAIR AREA
	SEED & MULCH AREA
	TOP DRESSING
	SILT FENCING
	FIBER WATTLE
	INLET PROTECTION

S912-05C SP LANDSCAPE REPAIR
 28.00 SY 783-70.00 (80.44 R) - 783-87.36 (95.00 R)
 15.00 SY 783-91.48 (80.50 R) - 784-01.13 (95.00 R)

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	KMD	SCALES SHOWN ARE FOR 8" X 11" PRINTS ONLY
DESIGN CHECKED	CMW	
DETAILED	KMR	CADD FILE NAME 19944_swp_006.dwg
DRAWING CHECKED	PSA	DRAWING DATE, September 2019

IDAHO TRANSPORTATION DEPARTMENT
Parametrix

PROJECT NO.	A019(944)
SWPP PLAN	US 20/26, CHINDEN: LOCUST GROVE TO EAGLE STA. 782.50 TO STA. 787.00

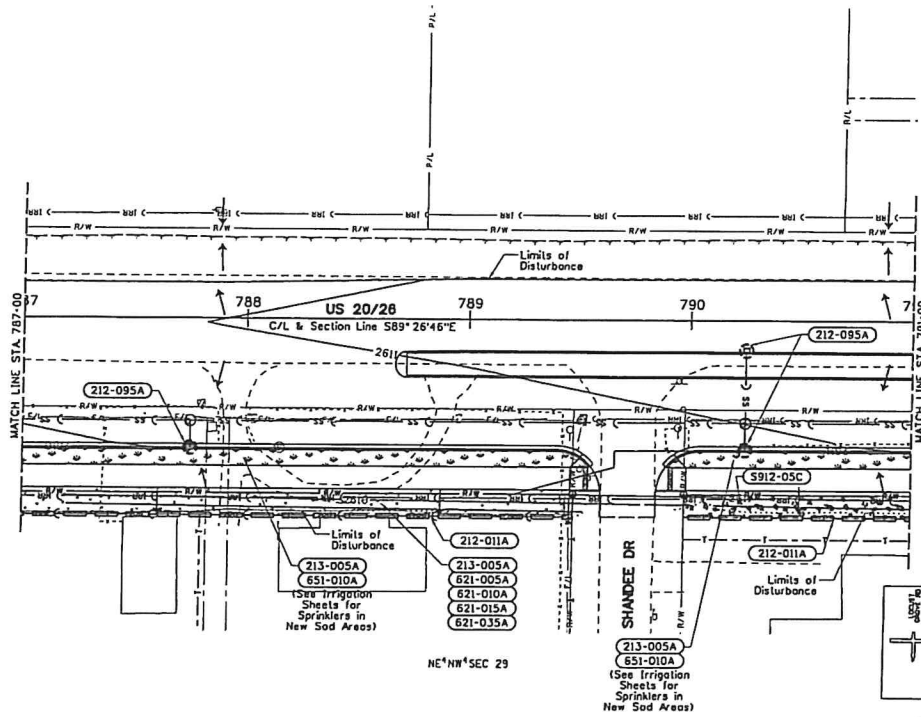
COUNTY	ADA
KEY NUMBER	19944
SHEET	159 OF 275

English
 COUNTY ADA
 KEY NUMBER 19944
 SHEET 159 OF 275

PROFESSIONAL ENGINEER
 42046
 4-10-19
 STATE OF IDAHO
 CARY M. MALISTER

Drainage Swale

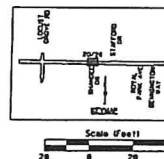
T4N, R1E, B.M.
SE 1/4 SW 1/4 SEC 20



- 212-011A FIBER WATTLE
248.00 FT 787+00.00 - 789+47.74 68.00 R
103.00 FT 789+97.74 - 791+00.00 68.00 R
- 212-095A INLET PROTECTION
1.00 EA 787+75.00 58.00 R
1.00 EA 790+25.00 58.00 R
1.00 EA 790+25.00 13.50 R
- 213-005A TOPSOIL (6")
51.00 CY 787+00.00 (76.00 R) - 789+47.74 (88.34 R)
35.00 CY 787+00.00 (58.83 R) - 789+54.95 (66.00 R)
15.00 CY 789+90.00 - 791+00.00 66.00 R
- 621-005A SEED BED PREPARATION
0.08 ACRE 787+00.00 (76.00 R) - 789+47.74 (88.34 R)
- 621-010A SEEDING (TYPE 1)
0.05 ACRE 787+00.00 (76.00 R) - 789+47.74 (88.34 R)
- 621-015A MULCHING
0.05 ACRE 787+00.00 (76.00 R) - 789+47.74 (88.34 R)
- 621-035A FERTILIZING
0.05 ACRE 787+00.00 (76.00 R) - 789+47.74 (88.34 R)
- 651-010A LAWN CONST (SOODED)
1795.00 SF 787+00.00 (58.83 R) - 789+54.95 (66.00 R)
756.00 SF 789+90.00 - 791+00.00 66.00 R
- S912-05C SP LANDSCAPE REPAIR
114.00 SY 789+97.74 - 791+00.00 78.00 R

LEGEND

- NEW SOD AREA
- LANDSCAPE REPAIR AREA
- SEED & MULCH AREA
- TOP DRESSING
- SILT FENCING
- FIBER WATTLE
- INLET PROTECTION



SCALE (feet)
0 20 40

REVISIONS			DESIGNED	SCALE
NO.	DATE	BY	DESCRIPTION	ARE FOR 11" X 17" PRINTS ONLY

NE 1/4 NW 1/4 SEC 29

IDAHO TRANSPORTATION DEPARTMENT

Parametrix

PROJECT NO. A019(944)

SWPPP PLAN

US 20/26, CHINDEN; LOCUST GROVE TO EAGLE

STA. 787+00 TO STA. 791+00

English

COUNTY ADA

KEY NUMBER 19944

SHEET 150 OF 275

PROFESSIONAL ENGINEER

REGISTERED

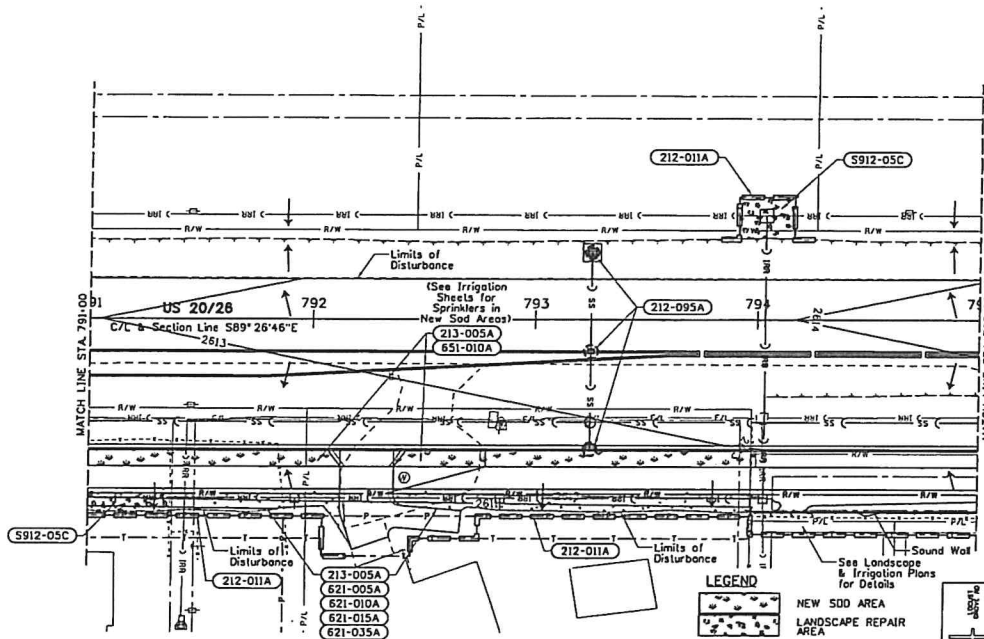
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DATE OF BIRTH 7-10-73

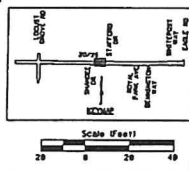
DATE OF EXPIRY

CARY M. McALISTER

T4N, R1E, B.M.
SE 1/4 SEC 20



- LEGEND**
- NEW SOD AREA
 - LANDSCAPE REPAIR AREA
 - SEED & MULCH AREA
 - TOP DRESSING
 - SILT FENCING
 - FIBER WATTLE
 - INLET PROTECTION



212-011A	FIBER WATTLE	138.00 FT	791+00.00 (88.00 R) - 792+19.48 (106.00 R)
282.00 FT		792+45.00 (186.00 R) - 795+00.00 (196.00 R)	
83.00 FT		793+81.00 - 794+26.00 36.00 L	
212-095A	INLET PROTECTION	1.00 EA	793+25.00 58.00 R
1.00 EA		793+25.00 14.33 R	
1.00 EA		793+25.00 30.00 L	
213-005A	TOPSOIL (57)	23.00 CY	791+00.00 (76.00 R) - 792+18.32 (101.72 R)
16.00 CY		791+00.00 (58.83 R) - 792+15.00 (66.00 R)	
30.00 CY		792+35.00 (78.27 R) - 793+97.74 (85.08 R)	
23.00 CY		792+35.00 (65.00 R) - 794+00.00 (58.83 R)	
621-005A	SEED BED PREPARATION	0.03 ACRE	791+00.00 (76.00 R) - 792+18.32 (101.72 R)
0.04 ACRE		792+35.00 (78.27 R) - 793+97.74 (86.08 R)	
621-010A	SEEDING (TYPE 1)	0.03 ACRE	791+00.00 (76.00 R) - 792+18.32 (101.72 R)
0.04 ACRE		792+35.00 (78.27 R) - 793+97.74 (86.08 R)	
621-015A	MULCHING	0.03 ACRE	791+00.00 (76.00 R) - 792+18.32 (101.72 R)
0.04 ACRE		792+35.00 (78.27 R) - 793+97.74 (86.08 R)	
621-035A	FERTILIZING	0.03 ACRE	791+00.00 (76.00 R) - 792+18.32 (101.72 R)
0.04 ACRE		792+35.00 (78.27 R) - 793+97.74 (86.08 R)	
631-010A	LAWN CONST (SODDED)	806.00 SF	791+00.00 (58.83 R) - 792+15.00 (66.00 R)
1164.00 SF		792+35.00 (65.00 R) - 794+00.00 (58.83 R)	
S912-05C	SP LANDSCAPE REPAIR	42.00 SY	791+00.00 - 791+31.73 88.00 R
52.00 SY		793+01.00 (36.31 L) - 794+16.00 (36.27 L)	

REVISIONS		
NO.	DATE	DESCRIPTION

DESIGNED	KMD
DESIGN CHECKED	CMW
DETAILED	KMR
DRAWING CHECKED	PSA

SCALES SHOWN ARE FOR 8" X 11" PRINTS ONLY.
IDAHO TRANSPORTATION DEPARTMENT
 CAD FILE NAME: 19944_swp_008.sh
 DRAWING DATE: September 2019
Parametrix

PROJECT NO. A019(944)
 SWPP PLAN
 US 20/26, CHINDEN; LOCUST GROVE TO EAGLE
 STA. 791-00 TO STA. 795-00

English
 COUNTY ADA
 KEY NUMBER 19944
 SHEET 161 OF 275