

**PURCHASE AND SALE AGREEMENT  
CONCERNING PLANS FOR THE  
HUNTER LATERAL RELOCATION PROJECT**

This PURCHASE AND SALE AGREEMENT CONCERNING PLANS FOR THE HUNTER LATERAL RELOCATION PROJECT (“Agreement”) is made on this 14<sup>th</sup> day of November, 2023 (“Effective Date”), by and between River Caddis Development, LLC, a Michigan limited liability company, whose business and mailing address is 1038 Trowbridge Road, East Lansing, Michigan 48823 (“River Caddis”), Meridian Caddis, LLC, a Michigan limited liability company, whose business and mailing address is 1038 Trowbridge Road, East Lansing, Michigan 48823 (“Meridian Caddis”), and the City of Meridian, a municipal corporation established under the laws of the State of Idaho, whose business and mailing address is 33 E. Broadway Avenue, Meridian, Idaho 83642 (“City”). River Caddis, Meridian Caddis, and the City may be referred to herein individually as a “Party” or collectively as the “Parties.”

**WHEREAS**, River Caddis, as the exclusive beneficial licensee, has an ownership interest (“Ownership Interest”) in the plans, specifications, and related work concerning the Hunter Lateral Relocation project (“Plans”), as partly depicted in Exhibit A, which is attached hereto and incorporated herein; and,

**WHEREAS**, River Caddis granted a limited license to the City on August 4, 2023, to utilize the Plans to solicit bids for the Hunter Lateral Relocation project; and,

**WHEREAS**, River Caddis and Meridian Caddis will not participate in the construction of the Hunter Lateral Relocation project due to changing economic conditions; and,

**WHEREAS**, the City wishes to purchase River Caddis’ Ownership Interest in the Plans so that the City may, at its option, proceed with the construction of the Hunter Lateral Relocation project; and,

**WHEREAS**, River Caddis is willing to sell its Ownership Interest in the Plans to the City, subject to the terms and conditions set forth herein; and,

**WHEREAS**, the City Council hereby declares that competitive solicitation is impractical under the circumstances, because River Caddis is the exclusive beneficial licensee of the Plans;

**NOW, THEREFORE**, in consideration of the benefits to be received, and other good and valuable consideration, the Parties agree as follows:

- 1. Ownership of Plans.** River Caddis represents and warrants that it has an Ownership Interest in the Plans; that River Caddis is the exclusive beneficial licensee of the Plans; that River Caddis has fully compensated or will fully compensate its consultants and sub-consultants for the Plans prior to the Effective Date; and that River Caddis is authorized to transfer its Ownership Interest in the Plans to the City for the City’s use without any limitation whatsoever. Meridian Caddis represents and warrants that it does not have any ownership interest in the Plans.

- 2. Purchase Price.** River Caddis shall, as of the Effective Date, provide its entire Ownership Interest in the Plans, including any and all rights relating thereto, to the City. The City shall timely remit full payment to River Caddis at the address listed above in the amount of ninety-two thousand sixteen dollars and ninety-seven cents (\$92,016.97) once River Caddis (a) fulfills its obligations under this Section 2 and (b) submits an invoice and completed W-9 form to the City.
- 3. Indemnification.** River Caddis and Meridian Caddis shall protect, defend, hold harmless, and indemnify the City, including its officials, officers, and employees, from and against all claims, demands, actions, suits, damages, liabilities, losses, judgments, costs, and expenses, including but not limited to reasonable attorneys' fees and costs, directly or indirectly arising out of or related to any breach of any representation or warranty by River Caddis or Meridian Caddis contained in this Agreement.
- 4. Term.** This Agreement shall terminate after the Parties have fulfilled their obligations set forth in Section 2 above. Notwithstanding the foregoing, Section 1 and Section 3 shall survive the termination of this Agreement.
- 5. Notices.** Whenever any notice, approval, consent, or request is given or made pursuant to this Agreement, it shall be deemed delivered three (3) business days after deposit in the U.S. mail, first-class postage prepaid, addressed to the respective Parties as set forth above.
- 6. Assignment.** No Party shall be permitted to assign this Agreement without the express, written consent of the other Parties.
- 7. No agency.** River Caddis, Meridian Caddis, and their employees, agents, contractors, officials, or officers shall not be considered agents of the City in any manner or for any purpose whatsoever. The City and its employees, agents, contractors, officials, or officers shall not be considered agents of River Caddis or Meridian Caddis in any manner or for any purpose whatsoever.
- 8. Non-waiver.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time a Party becomes entitled to the benefit thereof, notwithstanding delay in enforcement.
- 9. Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part hereof as if the exhibits were set forth in their entirety in this Agreement.
- 10. Incorporation of recitals.** The recitals set forth above are fully incorporated herein.

- 11. Entire agreement.** This Agreement contains the entire agreement of the Parties with respect to the City's purchase of the Plans and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement may only be amended via a writing signed by the Parties hereto.
- 12. Applicable law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Idaho. Venue shall be Ada County, Idaho.
- 13. Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, which shall continue in full force and effect.
- 14. Successors and assigns.** All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each Party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- 15. 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.
- 16. Time of the essence.** The Parties acknowledge and agree that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
- 17. State of Idaho requirements.** The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate agreement by the Parties that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.
- a. The Parties certify that they are 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.
  - b. No Party is a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.
- 18. Multiple counterparts.** This Agreement may be executed by electronic signature and/or in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

**(The next page is the signature page.)**

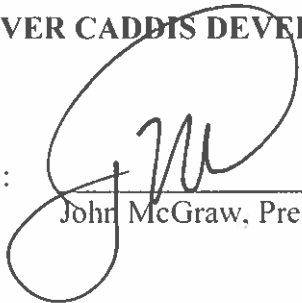
**IN WITNESS WHEREOF**, the Parties have hereunto subscribed their signatures the day and year first herein above written.

**CITY OF MERIDIAN:**

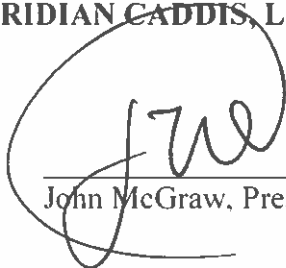
By: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
City Clerk

**RIVER CADDIS DEVELOPMENT, LLC:**

By:  \_\_\_\_\_  
John McGraw, President

**MERIDIAN CADDIS, LLC:**

By:  \_\_\_\_\_  
John McGraw, President

**EXHIBIT A**

**HUNTER LATERAL RELOCATION PROJECT  
PLANS AND SPECIFICATIONS**