

When Recorded Return To:
City Clerk's Office
City of Meridian
33 E. Broadway Ave.
Meridian, ID 83642

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

UTILITY ACCESS AGREEMENT

THIS UTILITY ACCESS AGREEMENT ("**Agreement**") is made and entered as of June 1, 2026 (the "**Effective Date**"), by and between Idaho Auto Mall LLC, an Oregon limited liability company (the "**Idaho Auto Mall**"), whose business address is 3449 E. Copper Point Drive, Meridian, Idaho 83642, and the City of Meridian, an Idaho municipal corporation (the "**City**"), whose business address is 33 E. Broadway Avenue, Meridian, Idaho 83642. Idaho Auto Mall and City may each be referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Idaho Auto Mall owns Lot 1, Block 1, Artemisa Subdivision, Meridian, Idaho (APN R0525200021), which is depicted on Exhibit A, attached hereto and incorporated herein (the "**Property**").

B. The Findings of Fact, Conclusions of Law, Decision and Order concerning Artemisa Subdivision includes Condition B.1.1.3 (the "**Condition**"), which requires Idaho Auto Mall to "provide a sewer utility easement for . . . an 8-inch sewer main along the North portion of the property. The easement shall be 20-foot-wide and free from any permanent structure including buildings, fences, trees, bushes, etc. There must also be a point of access provided for future access to the main."

C. Idaho Auto Mall granted that certain sewer easement to City on March 15, 2022 (Instrument No. 2022-26377) ("**Sewer Easement**") as required by the Condition, but Idaho Auto Mall has not yet provided a "point of access . . . for future access to the main."

D. Idaho Auto Mall and City wish to enter into this Agreement to provide "a point of access . . . for future access to the main," as required by the Condition.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Gate and Access Road.** Within ninety (90) days of the Effective Date, Idaho Auto Mall shall:
 - a. Design and construct an access gate (the "**Gate**") near the northwest corner of the Property, as generally depicted on Exhibit A. The width of the Gate shall be a minimum of twelve (12) feet.

- b. Stripe and sign the paved access lane immediately south of the Gate as a no parking area (the “**Striped Area**”), as generally depicted on Exhibit A.
- c. Design and construct a gravel access road (the “**Access Road**”) immediately north of the Gate to provide access to the sewer line located within the Sewer Easement, as generally depicted on Exhibit A. The width of the Access Road shall be a minimum of twelve (12) feet, and the Access Road shall be capable of supporting eighty thousand (80,000) GVW.

2. **City Approval Required.**

- a. The design for the Gate, Striped Area, and Access Road (collectively the “**Improvements**”) shall be subject to review and written approval by City prior to construction. City approval shall not be unreasonably withheld.
- b. The Improvements shall be subject to inspection and written approval by City, which approval shall not be unreasonably withheld.

3. **Design and Construction Costs.** Idaho Auto Mall shall be fully responsible for the design and construction costs of the Improvements. After the Improvements have been approved by City, City shall reimburse Idaho Auto Mall for one-half of the actual construction cost for the Access Road only, not to exceed five thousand dollars (\$5,000). For clarity, Idaho Auto Mall shall not be entitled to reimbursement for any design costs or for any construction costs which are not directly related to the Access Road only.

4. **License Granted.** Idaho Auto Mall hereby grants to City a nonexclusive license to enter the Property so that City and its representatives, employees, agents, and contractors may access the sewer line located within Sewer Easement. City shall, to the extent practicable, provide written or oral notice to Idaho Auto Mall a minimum of forty-eight (48) hours prior to entering the Property. Notwithstanding the foregoing, City shall be permitted to enter the Property at any time if required to make emergency repairs to the sewer line located within the Sewer Easement, and Idaho Auto Mall shall provide City with immediate access during or outside normal business hours. Idaho Auto Mall shall (a) provide City with keys and/or codes to the emergency access gates on the Property, including the Gate, required to access to the Sewer Easement outside normal business hours and (b) designate at least one individual to serve as a point of contact for emergency access outside normal business hours and provide appropriate contact information to City.

5. **Duration and Termination.** Unless terminated as provided for in this Section 5, the rights and interests granted in this Agreement shall be appurtenant to and run with the Property. The Parties may mutually agree to terminate this Agreement at any time. The Agreement shall automatically terminate if the Parties mutually agree to extinguish the Sewer Easement by recording a duly executed and notarized instrument in the real property records of Ada County, Idaho.

6. **Recordation.** This Agreement shall be recorded in the real property records of Ada County, Idaho.

7. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a grant or dedication of any portion of the Property to the general public, it being the intention of the Parties that this Agreement shall be limited to and for the purposes herein expressed.

8. **Attorneys’ Fees.** If any controversy, claim, or action is filed or instituted to enforce the terms and conditions of this Agreement or arises from the breach of any provision hereof, the prevailing Party shall

be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing Party.

9. **Notice.** All notices required hereunder, with the exception of the notices required Section 4 of this Agreement, shall be given in writing and shall be deemed properly served or delivered to the Parties at the addresses set forth above or at other such addresses as may be specified from time to time: (a) if delivered in person; (b) if deposited for overnight delivery with any reputable overnight courier service, delivery confirmation requested; (c) if sent via the U.S. Postal Service, registered or certified mail, with sufficient postage; or (d) by sending of electronic mail.

10. **General.** This Agreement is the entire agreement between the Parties with respect to the matters covered herein. All Recitals and Exhibits to this Agreement are hereby incorporated by reference as if set forth herein. The Parties agree that the facts set forth in the Recitals above are true and correct. However, in the event of a conflict between such Recitals and the terms of this Agreement, the terms of this Agreement shall control. Any reference to "including" will be construed to include "but not limited to." This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument; the signature pages may be detached from each counterpart and combined into one instrument. Except for a termination as provided in Section 5, this Agreement may be amended only by written agreement executed by both Parties. The laws of the State of Idaho shall govern this Agreement. Venue shall be Ada County, Idaho. Time is of the essence with regard to the performance of all obligations under this Agreement. 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 either Party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. The headings of the several sections contained herein are for convenience only and do not explain, define, limit, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

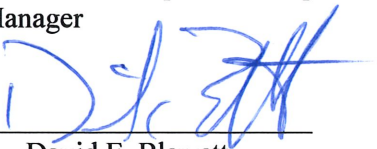
[end of text; signature pages and exhibits follow]

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

Idaho Auto Mall LLC,
an Oregon limited liability company

By: Kendall Development Group L.L.C.
Its: Manager

By: 
David E. Blewett
Manager

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on this 1st day of June, 2026, by David E. Blewett, acting as Manager of Kendall Development Group L.L.C., the Manager of Idaho Auto Mall LLC.



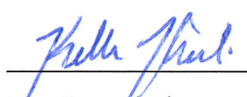

My Commission Expires 8/4/2031

EXHIBIT A

Location of Improvements

on

Lot 1, Block 1, Artemisa Subdivision, Meridian, Idaho (APN R0525200021)



Kendall Service Center Utility Access