

AGREEMENT

DATED: This _____ day of _____, 2025.

BETWEEN: **FRIENDS OF WEISER RIVER TRAIL, INC.**, an Idaho Corporation
(Hereinafter referred to as "Grantor")

AND: **THE CITY OF WEISER**, a body corporate and politic in the State of Idaho.
(Hereinafter referred to as "Grantee")

W I T N E S S E T H :

WHEREAS, Grantor owns that certain real property located in Washington County, Idaho, known as the Weiser River Trail; and,

WHEREAS, Grantee desires to construct a 50-foot-long, 6-foot-wide, and 4.5-foot-deep sand window (hereinafter referred to as the "Sand Window") along the Weiser River Trail to collect runoff water to prevent the runoff from affecting neighboring properties; and,

WHEREAS, The proposed location of the Sand Window is 34 feet and 6 inches from the centerline of the Weiser River Trail at coordinates 44.24338°N, 116.95406°W (hereinafter referred to as the "Property"); and,

WHEREAS, Grantor agrees to allow Grantee to construct the Sand Window upon the Property pursuant to the following terms and conditions.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the Recitals above which are incorporated herein, and in consideration of the undertakings and agreements herein contained, the Grantor and the Grantee agree as follows:

1. Grantor hereby grants the Grantee the right to construct the Sand Window upon the Property.

2. Grantee and Grantee's successors, assigns, agents, independent contractors and invitees may enter upon the Property at any time for the purposes of installation, construction, maintenance, operation, repair, and replacement of the Sand Window.

3. The terms of this Agreement shall be perpetual, unless terminated by the Grantee upon 30 days' written notice to the Grantor.

4. Upon the termination of this Agreement, Grantee shall fill in the Sand Window and return the Property to a condition as near as possible to the condition the Property was in prior to such construction of the Sand Window.

5. The terms of this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective agents, successors, assigns, heirs, personal representatives, purchasers or transferees of any kind.

6. If a suit, action, or other proceeding arising out of or related to this Agreement is instituted by any party to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs (i) incurred in any settlement negotiations; (ii) incurred in the preparing for, prosecuting or defending any suit, action, or other proceeding; and (iii) incurred in preparing for, prosecuting or defending any appeal of any suit, action, or other proceeding. For the purpose of this Section 5, "attorney fees" shall mean and include (i) attorney fees; and (ii) paralegal fees.

7. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. The Parties agree that the courts of Idaho shall have exclusive jurisdiction and agree that Washington County, Idaho, is the proper venue.

8. This Agreement constitutes the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations between the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR:

FRIENDS OF WEISER RIVER TRAIL, INC., an Idaho Corporation

By: _____,
President

ATTEST: _____,
Secretary

STATE OF IDAHO)
 : ss.
County of _____)

On this, the _____ day of _____, 2025,
before me, the undersigned, a Notary Public in and for said
State, personally appeared _____ and _____,
the President and Secretary of **FRIENDS OF WEISER RIVER TRAIL,
INC.**, a corporation duly incorporated and existing under the
laws of the State of Idaho, known or identified to me to be the
persons whose names are subscribed to the foregoing instrument
on behalf of said corporation, and acknowledged to me that said
corporation 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 said State
Residing at:
Commission expires:

GRANTEE: THE CITY OF WEISER

By: _____
RANDALL HIBBERD,
Mayor

ATTEST: _____
NATASHA McDANIEL, City Clerk

STATE OF IDAHO)
 : ss.
County of Washington)

On this, the _____ day of _____, 2025, before me, personally appeared **RANDALL HIBBERD**, Mayor, and **NATASHA McDANIEL**, City Clerk, of **THE CITY OF WEISER**, a body corporate and politic in the State of Idaho, known or identified to me to be the persons whose names are subscribed to the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that said municipal corporation company 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 said State
Residing at:
Commission expires:

