

AGREEMENT
(Baratza Subdivision - Creason Lateral)

AGREEMENT, made and entered into this ____ day of _____, 2026, by and between NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the “*District*,” and

THE CITY OF MERIDIAN, a political subdivision and
municipality of the State of Idaho

hereinafter referred to as the “*City*,”

W I T N E S S E T H:

WHEREAS, the parties hereto entered into a Master Pathway Agreement For Developing and Maintaining Pathways for public use along and across some of the District’s ditches and within some of the District’s easements and fee title lands dated December 19, 2000, recorded as Instrument No. 100102999, records of Ada County, Idaho, and subsequently entered into an Addendum to Master Pathway Agreement dated July 6, 2023, recorded as Instrument No. 2023-039167, records of Ada County, Idaho, hereinafter collectively referred to as the “*Master Pathway Agreement*,” and,,

WHEREAS, the District and the City intended by entering the Master Pathway Agreement to accomplish the following in a manner that is consistent with their respective legal and fiduciary responsibilities; to enhance the City’s pathway planning through early consultation between the City and the District; to establish a process for the City’s submission of pathway requests and the District’s consideration of such requests; and to provide the general conditions for the District’s approval and authorization of pathway requests affecting the District’s ditches, property, operations and maintenance; and,

WHEREAS, the District grants to the City the right develop pathways to encroach within the District’s easements and/or fee title property along and across the District’s ditches, canals and easements/fee title property therefor upon the terms and conditions of said Master Pathway Agreement and after the execution of an agreement for each proposed crossing and encroachment; and,

WHEREAS, the City is the owner of the real property easement / right of way that is servient to the District’s easement/fee title property particularly described in the “*Legal Description*” attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the District controls the irrigation/drainage ditch or canal known as the CREASON LATERAL (hereinafter referred to as “*ditch or canal*”) together with the real property and/or easements to convey irrigation and drainage water, to operate and maintain the ditch or canal, and which crosses and intersects said described real property of the City as shown on Exhibit B attached hereto and by this reference made a part hereof; and

WHEREAS, the City desires approval to construct, install, operate and maintain: 1) a six foot (6') concrete sidewalk/pedestrian pathway from the east side of Black Cat Road to W. Lesnia Court and within the District's easement for the Creason Lateral, under the terms and conditions of said Master Pathway Agreement and those hereinafter set forth,

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth and those set forth in said Master Pathway Agreement, the parties hereto agree as follows:

1. The City may construct, operate, maintain and repair: 1) a six foot (6') concrete sidewalk/pedestrian pathway from the east side of Black Cat Road to W. Lesnia Court and within the District's easement for the Creason Lateral, within the Baratz Subdivision, located in Meridian, Ada County, Idaho.

2. Any construction, widening or crossing of said ditch or canal shall be performed in accordance with the "*Special Conditions*" stated in Exhibit C, attached hereto and by this reference made part thereof.

3. The permitted hours of use of the pathway shall be from one half hour before sunrise and one half hour after sunset.

4. The parties hereto incorporate in and make part of this Agreement all the covenants, conditions, and agreements of said Master Pathway Agreement unchanged except as the result of the provisions of this Agreement.

The covenants, conditions and agreements herein contained and incorporated by reference shall constitute covenants to run with, and running with, all of the lands of the City described in said Exhibit A, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the District has hereunto caused its name to be subscribed and the Licensee has caused its name to be subscribed by its duly authorized officer, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By _____
David Duvall, Water Superintendent

STATE OF IDAHO)
) ss:
County of Canyon)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID DUVALL, known to me to be the Water Superintendent of NAMPA & MERIDIAN IRRIGATION DISTRICT, the irrigation district that executed the foregoing instrument and acknowledged to me that such irrigation district 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.

Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____

THE CITY OF MERIDIAN

By _____

ATTEST:

STATE OF IDAHO)
) ss:
County of Ada)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me to be the _____ and _____, respectively, of The CITY OF MERIDIAN, the entity that executed the foregoing instrument and acknowledged to me that such entity 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.

Notary Public for _____
Residing at _____, _____
My Commission Expires: _____

EXHIBIT A
Legal Description

A right-of-way/easement located within the Baratz Subdivision in the NW1/4 of Section 34, Township 4 North, Range 1 West, B.M., Meridian, Ada County, Idaho as more specifically described/depicted in **Exhibit A-1** attached hereto and by this reference incorporated herein.

EXHIBIT B
Location of Property/Canal

See **Exhibit C-1** attached hereto.

EXHIBIT C
Special Conditions

- a. The location and construction of the pathway shall be in accordance with Exhibit C-1, attached hereto and by this reference made a part hereof.
- b. Licensee acknowledges that the District's easement for the Creason Lateral includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the ditch or canal, and to access the ditch or canal for said purposes, and is a minimum of 40 feet, 20 feet to either side of the centerline.
- c. Construction shall be completed one year from the date of this agreement. Time of the essence.



LEGAL DESCRIPTION

Page 1 OF 1

January 7, 2026
Project No. 123200

EXHIBIT "A"

BARATZA SUBDIVISION CITY OF MERIDIAN PATHWAY EASEMENT DESCRIPTION

An easement located in the North Half of the Northwest Quarter of Section 34, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the North One Quarter Corner of Section 34 of said Township 4 North, Range 1 West, (from which point the Northwest Corner of said Section 34 bears North 89°35'48" West, 2654.01 feet distant); Thence from said North One Quarter Corner, South 66°22'24" West, a distance of 2787.37 feet to the POINT OF BEGINNING;

Thence South 00° 24' 12" West, a distance of 10.00 feet;
Thence North 89° 35' 48" West, a distance of 59.30 feet;
Thence North 00° 27' 27" East, a distance of 10.00 feet;
Thence South 89° 35' 48" East, a distance of 59.29 feet to the POINT OF BEGINNING.

The above described easement contains 0.01 acres (593 square feet) more or less.

PREPARED BY:

James R. Washburn, PLS
The Land Group, Inc.





Horizontal Scale: 1" = 350'

Line Table		
LINE	BEARING	LENGTH
L1	S00°24'12"W	10.00'
L2	N89°35'48"W	59.30'
L3	N00°27'27"E	10.00'
L4	S89°35'48"E	59.29'

Exhibit "B"

PATHWAY EASEMENT
±0.01 ACRES
(593 SQ. FT.)

DETAIL
1" = 50'

EASEMENT No. 9

S. BLACK CAT ROAD

W. McMILLAN ROAD
BASIS OF BEARING
N89°35'48"W 2654.01'

N1/4 COR
SEC 34

C-N1/16
SEC 34

N1/16
SEC 33&34

Line Table

BEARING	LENGTH
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S00°24'12"W	10.00'
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N89°35'48"W	59.30'
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N00°27'27"E	10.00'
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S89°35'48"E	59.29'
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Exhibit "B"

Horizontal Scale: 1" = 350'

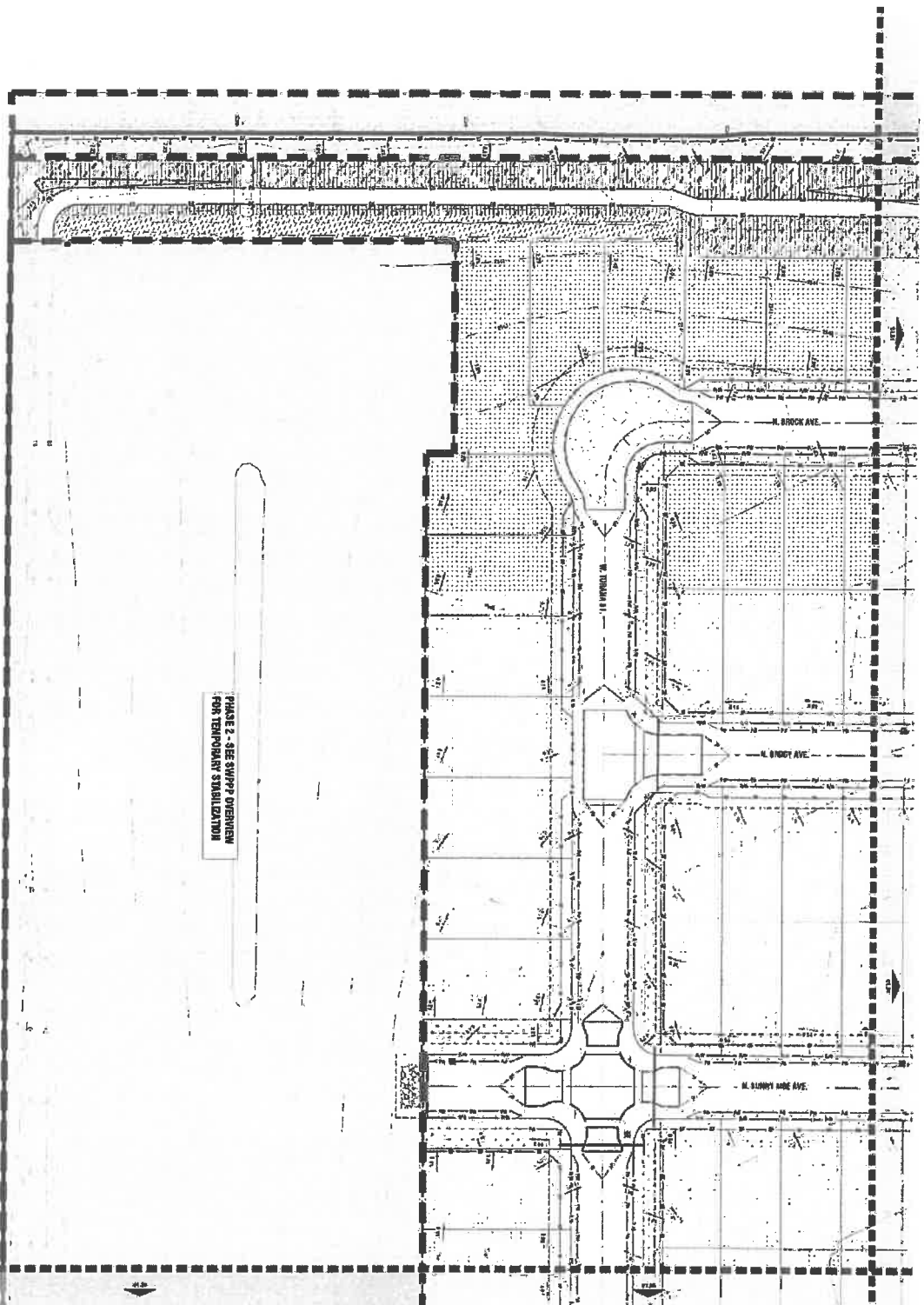
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Date of issuance: January 7, 2026

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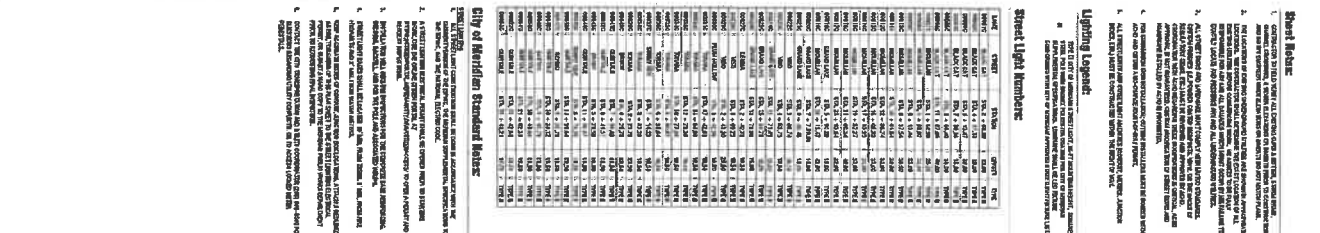
Exhibit A-1, pae 2

File Location: g:\2023\123200\cas\survey\chb\chb\phase 1\123200 com pathway esmt 250107.dwg
Last Plotted By: alex major
Date Plotted: Wednesday, January 7 2026 at 10:25 AM



PHASE 2 - SEE SWPP OVERVIEW
 FOR TEMPORARY STABILIZATION

- SWPP Legend:**
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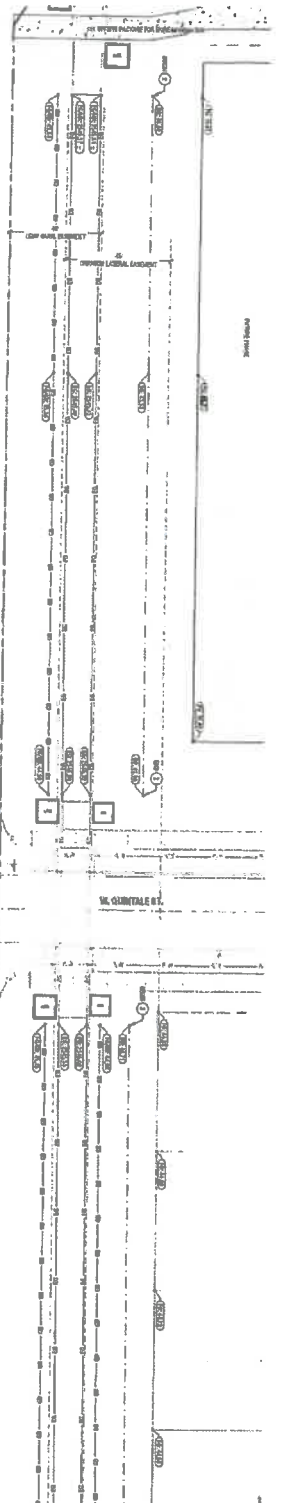
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1. **THE FIVE** (1999) *by* Stephen King. In a town devastated after the devastating outbreak of a deadly, flu-like disease, five survivors are the last remnants of humanity. As the epidemic spreads, they struggle to survive.
2. **A FIGHTER'S LIFE** (1999) *by* Michael Ondaatje. A lyrical and powerful novel about a boxer's life, from his early days in the ring to his final, heartbreaking fight.
3. **THE FIVE** (1999) *by* Stephen King. A collection of five short stories, each exploring a different aspect of the human condition.
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Exhibit C-1, page 2


**THE
LAND
GROUP**





① Private Area Grading - Black Cat and Gravelly Ingot Road Easement (North)

1/11/20

NOTICE: THIS PLAN IS A PART OF THE SUBMITTAL PACKAGE FOR THE PROJECT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

1/11/20

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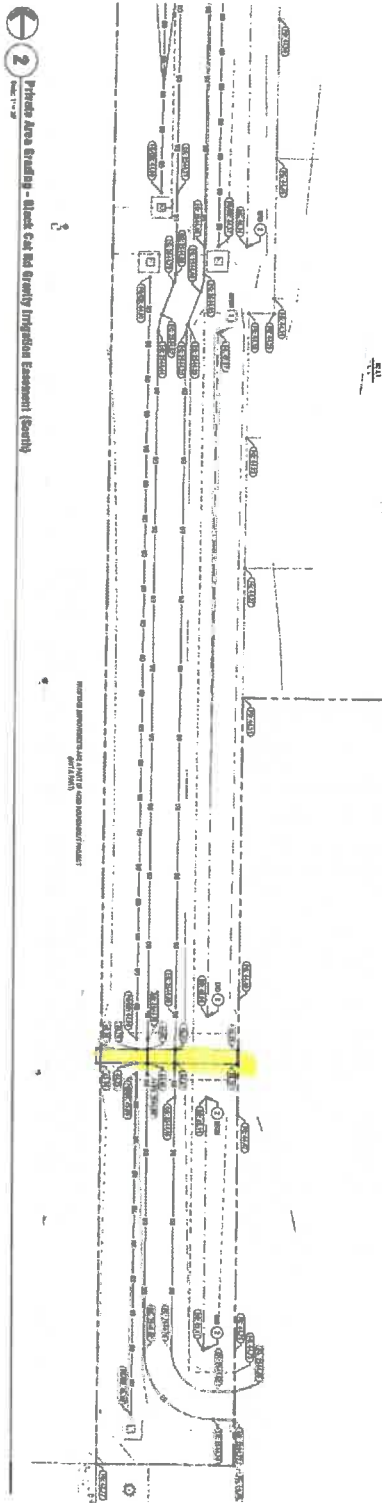
1/11/20

General Notes:

1. THE SUBMITTER OF THIS PLAN IS RESPONSIBLE FOR THE ACCURACY OF ALL INFORMATION AND DATA PROVIDED HEREON. THE SUBMITTER SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL INFORMATION AND DATA PROVIDED HEREON. THE SUBMITTER SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL INFORMATION AND DATA PROVIDED HEREON.
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Site Plan & Grading Legend:

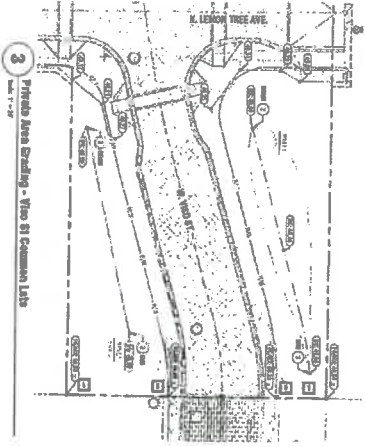
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② Private Area Grading - Black Cat and Gravelly Ingot Road Easement (South)

1/11/20

NOTICE: THIS PLAN IS A PART OF THE SUBMITTAL PACKAGE FOR THE PROJECT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.



③ Private Area Grading - View of Common Lots



Baratza Subdivision - Phase 1
Lennar Homes of Idaho LLC

4375 W MacArthur Rd
Meridian, ID 83646

Exhibit C-1, page 5



Professional Engineer
Baratza Subdivision - Phase 1
View of Common Lots

C5.04