

ADDENDUM TO PROJECT AGREEMENT

ADDENDUM TO PROJECT AGREEMENT, made and entered into this ____ day of _____, 202_, 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 (District), and THE CITY OF MERIDIAN, a political subdivision and municipality of the State of Idaho (hereinafter referred to as “City”), is made with reference to the following facts:

The District and the City entered into a certain Project Agreement dated August 18, 2020, recorded as Instrument No. 2020-108901, in the records of Ada County, Idaho. The purpose of the Project Agreement is to permit the City to: a) temporarily discharge water from the City’s Well Site #32 into the Ridenbaugh Canal through the existing discharge pipe and valve located where the Ridenbaugh Canal intersects W. Overland Road; and b) modify the existing discharge pipe, valve and flange within the District’s easement to temporarily discharge water from the City’s Well Site#32 into the Ridenbaugh Canal, located northeast of the intersection of Ten Mile Road and Overland Road in Meridian, Ada County, Idaho. Said Project Agreement further provided that: “The flush line will allow the discharge of a maximum of flow into the Ridenbaugh Canal of 3.5 cubic feet per second for a duration of not more than 55 days. The flush line shall be removed and all discharge to the Ridenbaugh Canal shall cease at the end of the 2020 irrigation season.” The City now represents to the District that the City desires to modify and amend said Project Agreement to permit the City to temporarily discharge water from the City’s Well Site #32 into the Ridenbaugh Canal during the 2021 irrigation season. Execution of this addendum in accordance with these facts will affect or change the terms of said Project Agreement.

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth and those set forth in the Project Agreement referred to above, the parties agree as follows:

1. Exhibit C, paragraph a. of said Project Agreement is hereby amended and modified to provide: The flush line will allow the discharge of a maximum of flow into the Ridenbaugh Canal of 3.5 cubic feet per second for a duration of not more than 90 days during the 2021 irrigation season. The flush line shall be removed and all discharge to the Ridenbaugh Canal shall cease at the end of the 2021 irrigation season.

2. Exhibit C, paragraph d. of said Project Agreement is hereby amended and modified to provide: The duration of the permission granted by this Project Agreement shall be in temporary and shall cease at the end of the 2021 irrigation season.

3. City shall notify the water superintendent of the District prior to and immediately after construction so that he or the District's engineers may inspect and approve the construction. The City shall also notify the District prior to any flushing and when said flushing is completed. At the request of the District, the City shall provide measurement and other records, including water quality records, for the quantity and quality of the water discharged/flushed to the Ridenbaugh Canal.

4. Said Project Agreement is hereby affirmed and shall remain in full force and effect except as modified by this Addendum. The City acknowledges and agrees that it is bound by the covenants, conditions and agreements contained in said Project Agreement.

IN WITNESS WHEREOF, the District and the City have hereunto caused their names to be subscribed as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By _____
Its President

ATTEST:

Its Secretary

STATE OF IDAHO)
) ss:
County of Canyon)

On this ____ day of _____, 202_, before me, the undersigned, a Notary Public in and for said State, personally appeared Will Patterson and Michael Comeskey, known to me to be the President and Secretary, respectively, 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 _____
Its

ATTEST:

STATE OF IDAHO)
) ss:
County of _____)

On this _____ day of _____, 202_, 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: _____