

AGREEMENT

AGREEMENT, made and entered into this ____ day of _____, 2023, 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, hereinafter 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 RIDENBAUGH CANAL (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 ten foot (10') pedestrian pathway on the south side of the Ridenbaugh Canal and within the District’s easement, 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 ten foot (10') pedestrian pathway on the south side of the Ridenbaugh Canal and within the District's easement, within Southridge South Subdivision Phase No. 1, located southwest of the intersection of Overland Road and Ten Mile Road 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 corporate name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors and the City has hereunto subscribed its corporate name to be subscribed and its seal to be affixed thereto, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By _____
Its President

ATTEST:

Its Secretary

THE CITY OF MERIDIAN

By _____

ATTEST:

STATE OF IDAHO)
) ss:
County of Canyon)

On this ____ day of _____, 2023, 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: _____

STATE OF IDAHO)
) ss:
County of Ada)

On this ____ day of _____, 2023, 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 at or near Southridge South Subdivision Phase 1 in the NE1/4 of the NW1/4 of Section 23, Township 3 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/Drain

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 Ridenbaugh Canal 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 140 feet, 60 feet to the left and 80 feet to the right of the centerline looking downstream for this section of the Ridenbaugh Canal.
- c. Construction shall be completed one year from the date of this agreement. Time if of the essence.



Date: July 12, 2023

Project No.: 121027

EXHIBIT A**SOUTHRIDGE SOUTH SUBDIVISION PHASE 1
PATHWAY EASEMENT DESCRIPTION**

An easement located in the Northeast Quarter of the Northwest Quarter of Section 23, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northwest Corner of Section 23 of said Township 3 North, Range 1 West, (from which point the North One Quarter Corner of said Section 23 bears South 89°14'56" East, 2652.36 feet distant);

Thence from said Northwest Corner of Section 23, South 60° 44' 10" East, a distance of 1752.06 feet to a point on the easterly right of way line of West Overland Road, said point being the POINT OF BEGINNING;

Thence South 85° 01' 59" East, a distance of 12.39 feet to a point of curvature;

Thence 6.77 feet on the arc of a curve to the right, having a radius of 35.00 feet, a central angle of 11° 04' 43", and whose chord bears South 79° 29' 38" East, a distance of 6.76 feet to a point of non-tangent compound curvature;

Thence 33.60 feet on the arc of a curve to the left, having a radius of 35.00 feet, a central angle of 55° 00' 00", and whose chord bears North 78° 32' 43" East, a distance of 32.32 feet to a point of reverse curvature;

Thence 142.58 feet on the arc of a curve to the right, having a radius of 220.00 feet, a central angle of 37° 07' 58", and whose chord bears North 69° 36' 42" East, a distance of 140.10 feet to a point of compound curvature;

Thence 163.30 feet on the arc of a curve to the right, having a radius of 335.00 feet, a central angle of 27° 55' 48", and whose chord bears South 75° 26' 57" East, a distance of 161.69 feet;

Thence South 61° 29' 03" East, a distance of 227.43 feet to a point of curvature;

Thence 19.57 feet on the arc of a curve to the left, having a radius of 440.00 feet, a central angle of 02° 32' 56", and whose chord bears South 62° 45' 31" East, a distance of 19.57 feet;

Thence South 64° 01' 59" East, a distance of 30.51 feet;

Thence South 64° 01' 59" East, a distance of 17.03 feet;

Thence South 25° 58' 01" West, a distance of 20.00 feet;

Thence North 64° 01' 59" West, a distance of 57.77 feet;

Thence North 61° 29' 03" West, a distance of 237.66 feet to a point of curvature;

Thence 153.13 feet on the arc of a curve to the left, having a radius of 315.00 feet, a central angle of 27° 51' 10", and whose chord bears North 75° 24' 39" West, a distance of 151.63 feet to a point of compound curvature;

Thence 138.10 feet on the arc of a curve to the left, having a radius of 196.80 feet, a central angle of 40° 12' 24", and whose chord bears South 68° 40' 20" West, a distance of 135.29 feet to a point of reverse curvature;

Thence 44.23 feet on the arc of a curve to the right, having a radius of 55.00 feet, a central angle of 46° 04' 25", and whose chord bears South 83° 00' 31" West, a distance of 43.05 feet;

Thence North 83° 38' 38" West, a distance of 18.75 feet;
Thence North 14° 53' 23" East, a distance of 20.13 feet to the POINT OF BEGINNING.

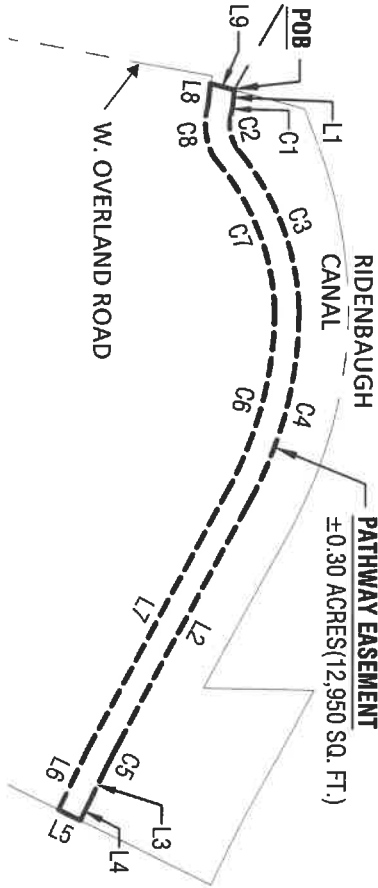
PREPARED BY:
The Land Group, Inc.

James R. Washburn





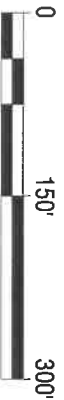
Line Table		
LINE	BEARING	LENGTH
L1	S85°01'59"E	12.39'
L2	S61°29'03"E	227.43'
L3	S64°01'59"E	30.51'
L4	S64°01'59"E	17.03'
L5	S25°58'01"W	20.00'
L6	N64°01'59"W	57.77'
L7	N61°29'03"W	237.66'
L8	N83°38'38"W	18.75'
L9	N14°53'23"E	20.13'



Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	6.77'	35.00'	11°04'43"	S79°29'38"E	6.76'
C2	33.60'	35.00'	55°00'00"	N78°32'43"E	32.32'
C3	142.58'	220.00'	37°07'58"	N69°36'42"E	140.10'
C4	163.30'	335.00'	27°55'48"	S75°26'57"E	161.69'
C5	19.57'	440.00'	2°32'56"	S62°45'31"E	19.57'
C6	153.13'	315.00'	27°51'10"	N75°24'39"W	151.63'
C7	138.10'	196.80'	40°12'24"	S68°40'20"W	135.29'
C8	44.23'	55.00'	46°04'25"	S83°00'31"W	43.05'

Exhibit "B"

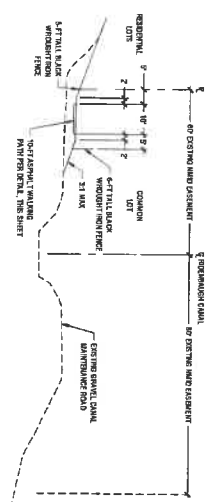
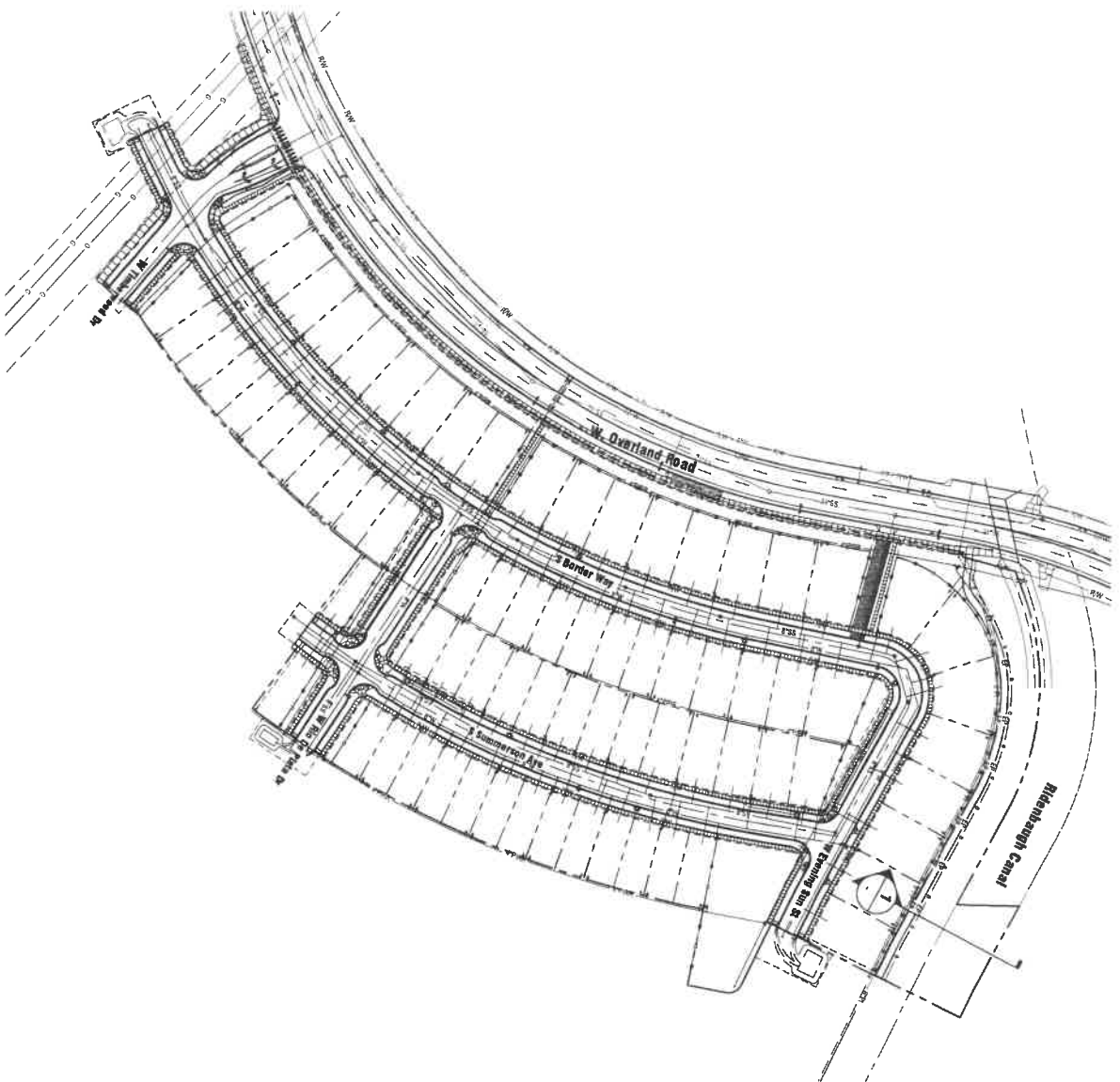
Horizontal Scale: 1" = 150'



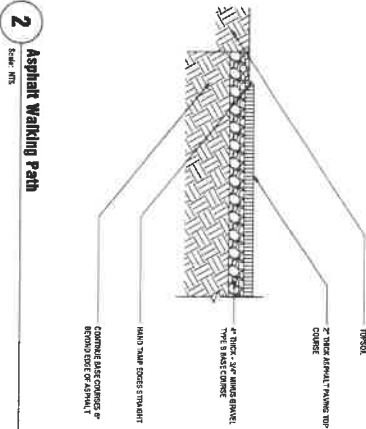
Project No.: 121027
 Date of Issuance: July 12, 2023

1 of 1
Pathway Easement
City of Meridian
Challenger Development, Inc.





1 Ridebaugh Canal - Mixed Used Pathway - Typical Cross Section (Viewed to West)



2 Asphalt Walking Path

