

PROJECT/PATHWAY AGREEMENT

This PROJECT/PATHWAY AGREEMENT, made and entered into this _____ day of _____, 2020, 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, party of the first party, hereinafter referred to as the "District," and

THE CITY OF MERIDIAN, a political subdivision and
municipality of the State of Idaho,
33 East Broadway Avenue, Meridian, Idaho 83642

party or parties of the second part, hereinafter referred to as the "City,"

W I T N E S S E T H:

WHEREAS, the parties hereto entered into a Master Agreement entered into March 18, 2014 and recorded as Instrument No. 114029168 in the records of Ada County, Idaho, hereinafter referred to as the "Master Agreement;" and,

WHEREAS, the District and the City intended by entering the Master Agreement to establish a process for the City's submission of encroachment proposals and the District's consideration of such proposals and to provide the general conditions for the District's approval and permission of encroachment proposals affecting the District's ditches, property, operations and maintenance; and,

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 grants to the City the right develop pathways to encroach within the District's easements along and across the District's ditches, canals and easements 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/ right of way (burdened with the easement of the District hereinafter mentioned) 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

FINCH LATERAL aka South Slough (hereinafter referred to as "ditch or canal") together with the real property and/or easement 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 seeks permission to: 1) pipe a portion of the Finch Lateral in 48 inch Class III RCP for approximately 1,211 feet to accommodate the installation of the proposed pedestrian pathway over said pipe and within the District's easement; and 2) to construct and install a pedestrian pathway over the piped Finch Lateral and within the District's easement, under the terms and conditions of said Master Agreement and 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 Agreement and Master Pathway Agreement, the parties hereto agree as follows:

1. City may: a) pipe a portion of the Finch Lateral in 48 inch Class III RCP for approximately 1,211 feet to accommodate the installation of the proposed pedestrian pathway over said pipe and within the District's easement; and 2) to construct and install a pedestrian pathway over the piped Finch Lateral and within the District's easement, located within or near Chamberlin Estates Subdivision No. 2, southeast of the intersection of Locust Grove Road and Ustick Road in Meridian, Ada County, Idaho as shown in the attached project plans stated as Exhibit B-1.

2. Any construction, piping or crossing of said ditch or canal shall be performed in accordance with the project plans shown in Exhibit B-1 and the "Special Conditions" stated in Exhibit C, attached hereto and by this reference made part thereof.

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

END OF TERMS - SEE FOLLOWING PAGES FOR SIGNATURES

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 _____
Its

ATTEST:

STATE OF IDAHO)
) ss:
County of Canyon)

On this _____ day of _____, 2020, 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 _____
Residing at _____, _____
My Commission Expires: _____

STATE OF IDAHO)
) ss:
County of _____)

On this _____ day of _____, 2020, 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

The City's has an easement/right of way located in Chamberlin Estates for the pathway which is described in Exhibit A-1 attached hereto and by this reference incorporated herein.

EXHIBIT B
Crossing Location

See Exhibit B-1 attached hereto.

EXHIBIT C
Special Conditions

- a. Piping of the Finch Lateral and construction authorized by this Project/Pathway Agreement shall be in accordance with Exhibit B-1, attached hereto and by this reference made a part hereof. The City acknowledges that the Finch Lateral has water in it year around and that the City will be responsible to install and maintain bypass pumps as necessary to maintain the flows in the Finch Lateral. The City further acknowledges that the City shall be responsible for seasonal mowing and weed control within City's easement and where the pathway is to be installed.
- b. 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.
- c. City shall be responsible for repair and maintenance associated with the Finch Lateral placed in pipe or culvert by the City pursuant to this Project/Pathway Agreement, including rehabilitation or replacement of the culvert/pipe for a period of three years from the date of this Project/Pathway Agreement. Maintenance and repairs shall include, but not be limited to, all repairs necessary to preserve the structural integrity of the ditch or canal and its banks and unobstructed flow of water through such portion of the ditch or canal and prevent the loss of water from such portion of the ditch or canal. If the City shall fail in any respect to properly maintain and repair such portion of the ditch or canal, then the District, at its option, and without impairing or in anyway affecting its other rights and remedies hereunder, shall have the right to perform the necessary maintenance and repairs and the City agrees to pay to the District, on demand, the cost or expense which shall be reasonably expended or incurred by the District for such purposes. The District shall give reasonable notice to the City prior to the District's performing such maintenance, repair or other work except that in cases of emergency the District shall attempt to give such notice as reasonable under the circumstances. Nothing in this paragraph shall create or support any claim of any kind by the City or any third party against the District for failure to exercise the options stated in this paragraph, and the City shall indemnify, hold harmless and defend the District from any claims made against the District arising out of or relating to the City's obligation to maintain and repair the ditch or canal as provided in this paragraph except for claims arising solely out of the negligence or fault of the District.

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

e. City acknowledges that the District's easement for the Finch Lateral includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the Finch Lateral, and to access the Finch Lateral for those purposes, and that, in the location of the City's project, NMID claims a minimum easement dimension for the Finch Lateral of 80 feet, 40 feet to either side of the centerline.

f. The piping of the Finch Lateral shall be completed during the non-irrigation season and shall not commence prior to October 15, 2020 and shall be completed prior to March 15, 2021. All other construction, including the pathway, shall be completed within one year of the date of this Project/Pathway Agreement. Time is of the essence.

g. The duration of the permission granted by this Project/Pathway Agreement shall be in perpetuity, for the life and maintenance of the encroachments including construction, operation, maintenance, repair and reconstruction.

END OF SPECIAL CONDITIONS

Project Name (Subdivision):
Chamberlain Estates Pathway Easement

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this 18th day of August, 2020, between Chamberlain Estates HOA, hereinafter referred to as "Grantor", and the City of Meridian, an Idaho municipal corporation, hereinafter referred to as "Grantee";

WITNESSETH:

WHEREAS, Grantor is the owner of real property on portions of which the City of Meridian desires to establish a public pathway; and

WHEREAS, the Grantor desires to grant an easement to establish a public pathway and provide connectivity to present and future portions of the pathway; and

WHEREAS, Grantor shall construct the pathway improvements upon the easement described herein; and

NOW, THEREFORE, the parties agree as follows:

THE GRANTOR does hereby grant unto the Grantee an easement on the following property, described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein.

THE EASEMENT hereby granted is for the purpose of providing a public pedestrian pathway easement for multiple-use non-motorized recreation, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, said easement unto said Grantee, its successors and assigns forever.

THE GRANTOR hereby covenants and agrees that it will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the pathway improvements.

THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,

then, to such extent such easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

THE GRANTOR does hereby covenant with the Grantee that it is lawfully seized and possessed of the aforementioned and described tract of land, and that it has a good and lawful right to convey said easement, and that it will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto subscribed its signature the day and year first hereinabove written.

GRANTOR: Chamberlain Estates HOA

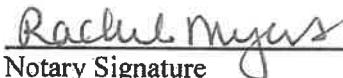


Jan Van Houten, President

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on July 22, 2020 (date) by Jan Van Houten (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity] on behalf of Chamberlain Estates HOA (name of entity on behalf of whom record was executed), in the following representative capacity: President (type of authority such as officer or trustee)

(stamp)


Notary Signature
My Commission Expires: October 10, 2023

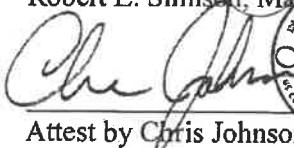


Item #4.

GRANTEE: CITY OF MERIDIAN



Robert E. Simison, Mayor



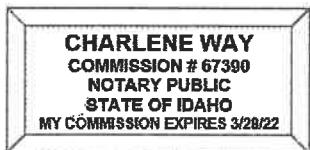
Attest by Chris Johnson, City Clerk

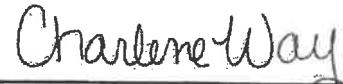
STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 8-18-2020 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.





Charlene Way

Notary Signature
My Commission Expires: 3-28-2022



EXHIBIT A

Legal Description

**Lot 5 of Block 8, and Lots 20 & 33 of Block 2, of the Chamberlain Estates Subdivision No. 2,
Book 75, page 7619, Ada County Records.**

EXHIBIT B
Easement Depiction

**PLAT SHOWING
CHAMBERLAIN ESTATES SUBDIVISION NO. 2**

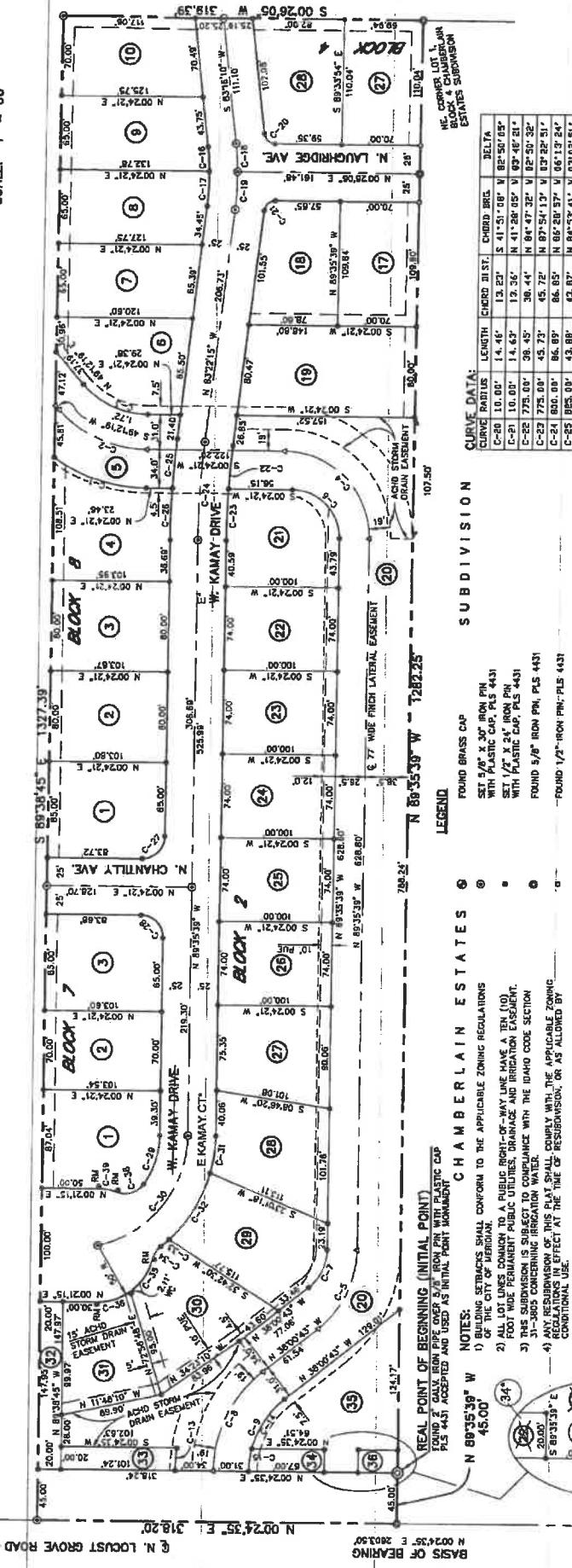
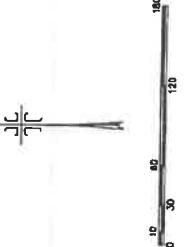
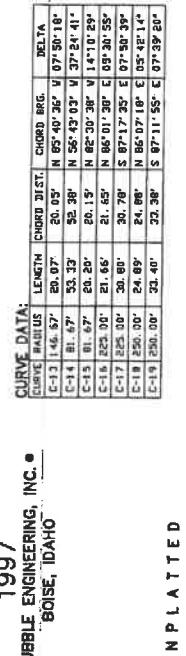
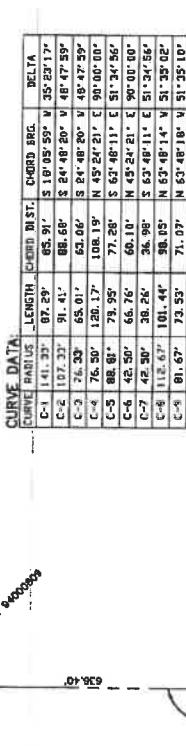
LOCATED IN THE N1/2 OF THE S1/2 OF GOVERNMENT
LOT 4, SECTION 5, T.3N., R.1E., B.M.
MERIDIAN, ADA COUNTY, IDAHO.

1997

CURVE DATA			
CURVE RADUS	LENGTH	CHORD BRG.	DELTA
C-1 141.33'	85.91'	S 18° 09' 59" V	35° 29' 17"
C-2 107.33'	91.41'	BB 06° 06" V	24° 49' 59" W
C-3 126.33'	65.01'	S 24° 48' 30" V	48° 47' 59" W
C-4 76.33'	82.06'	S 24° 48' 30" V	48° 47' 59" W
C-5 88.88'	120.17'	N 35° 24' 21" E	90° 00' 00" E
C-6 66.76'	77.26'	S 63° 46' 11" E	51° 34' 56"
C-7 42.50'	66.76'	N 45° 26' 51" E	90° 00' 00" E
C-8 11.67'	38.26'	S 53° 48' 14" V	51° 35' 02"
C-9 81.67'	101.44'	S 53° 48' 14" V	51° 35' 10"
C-10 23.53'	71.01'	N 53° 48' 14" V	51° 35' 10"

UN PLATTED

SCALE: 1" = 60'



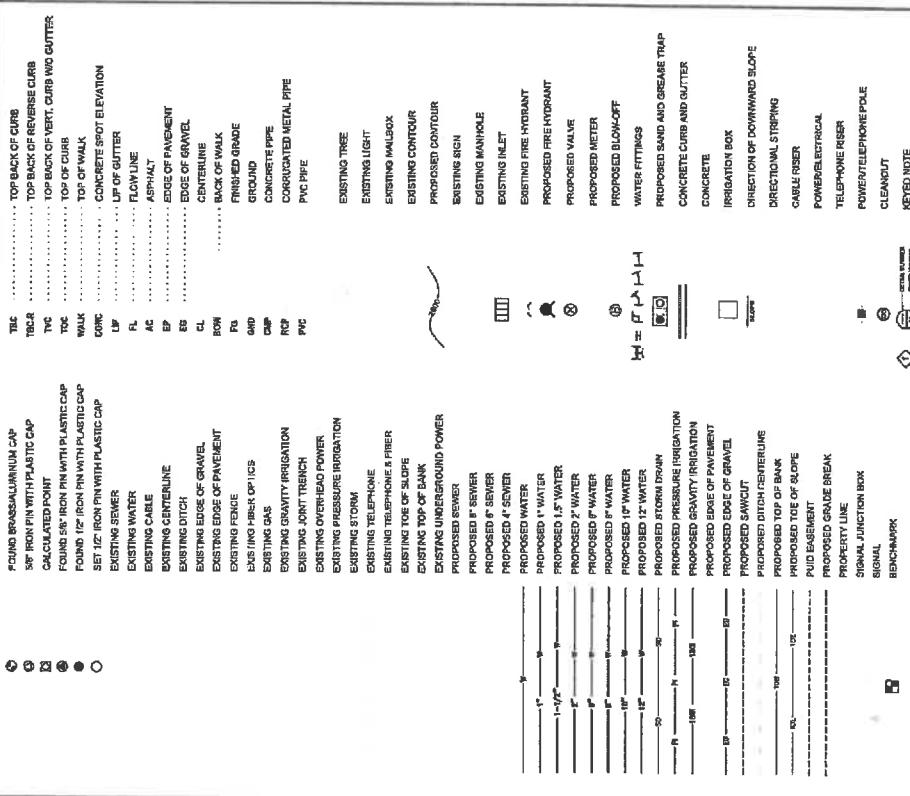
LOT NUMBER	NAME	DESCRIPTION	ACREAGE
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3	BB	BB	0.000000
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5	BB	BB	0.000000
6	BB	BB	0.000000
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SOUTH SLOUGH TILING AND PATHWAY IMPROVEMENTS

MERIDIAN PARKS AND RECREATION

MERIDIAN, IDAHO
ECI PROJECT NO. ID82036

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PROJECT CONTACTS

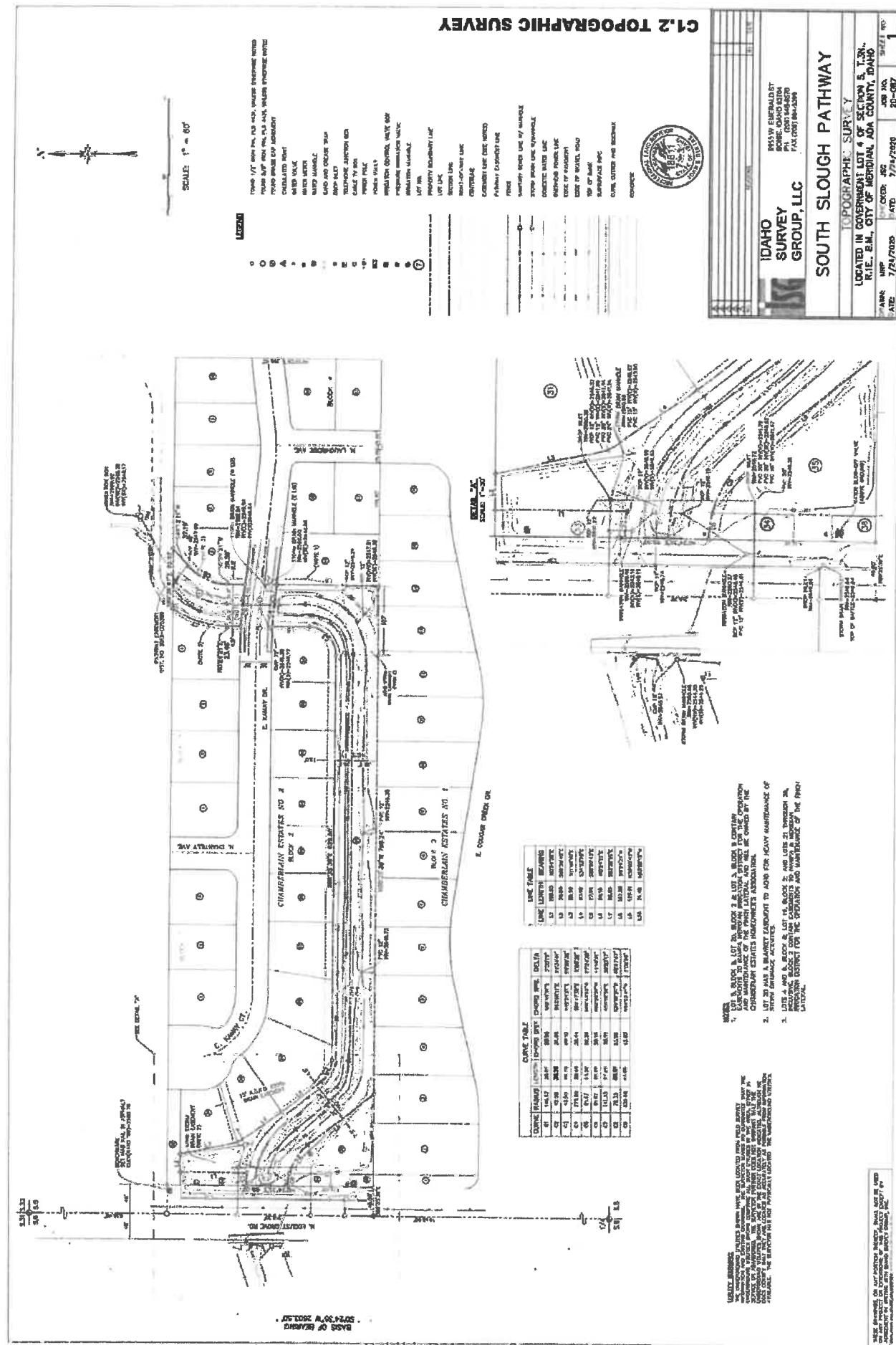
Exhibit B-1, page 1

GENERAL NOTES

the first time in history that the United States has been compelled to go to war without a declaration of war by Congress. The President has no power to do this. He can only do it by the authority of the Constitution.

ACHP STANDARD NOTES

the first time in history that the people of the United States have been compelled to pay for their defense by taxation.



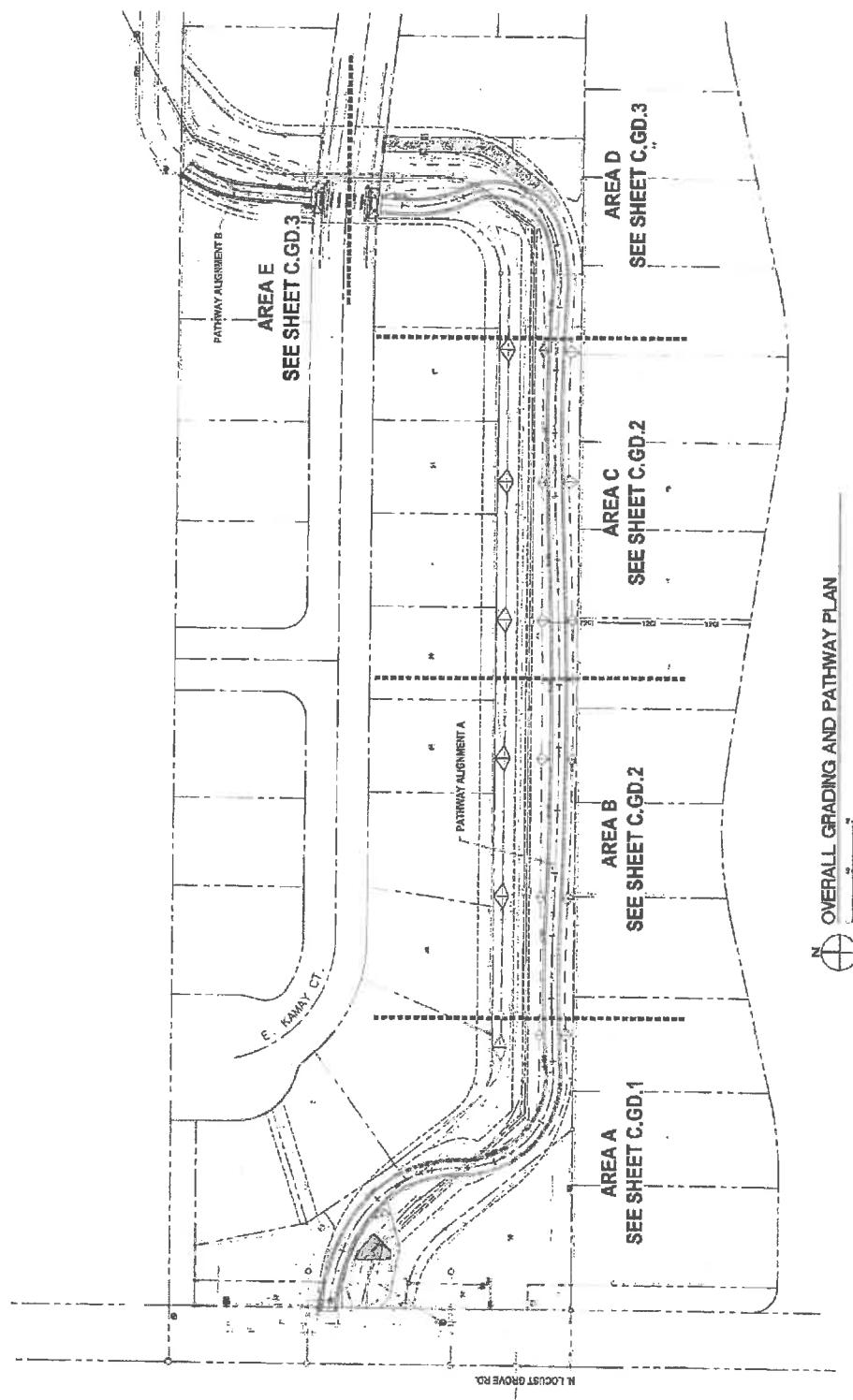


Exhibit B-1, page 4

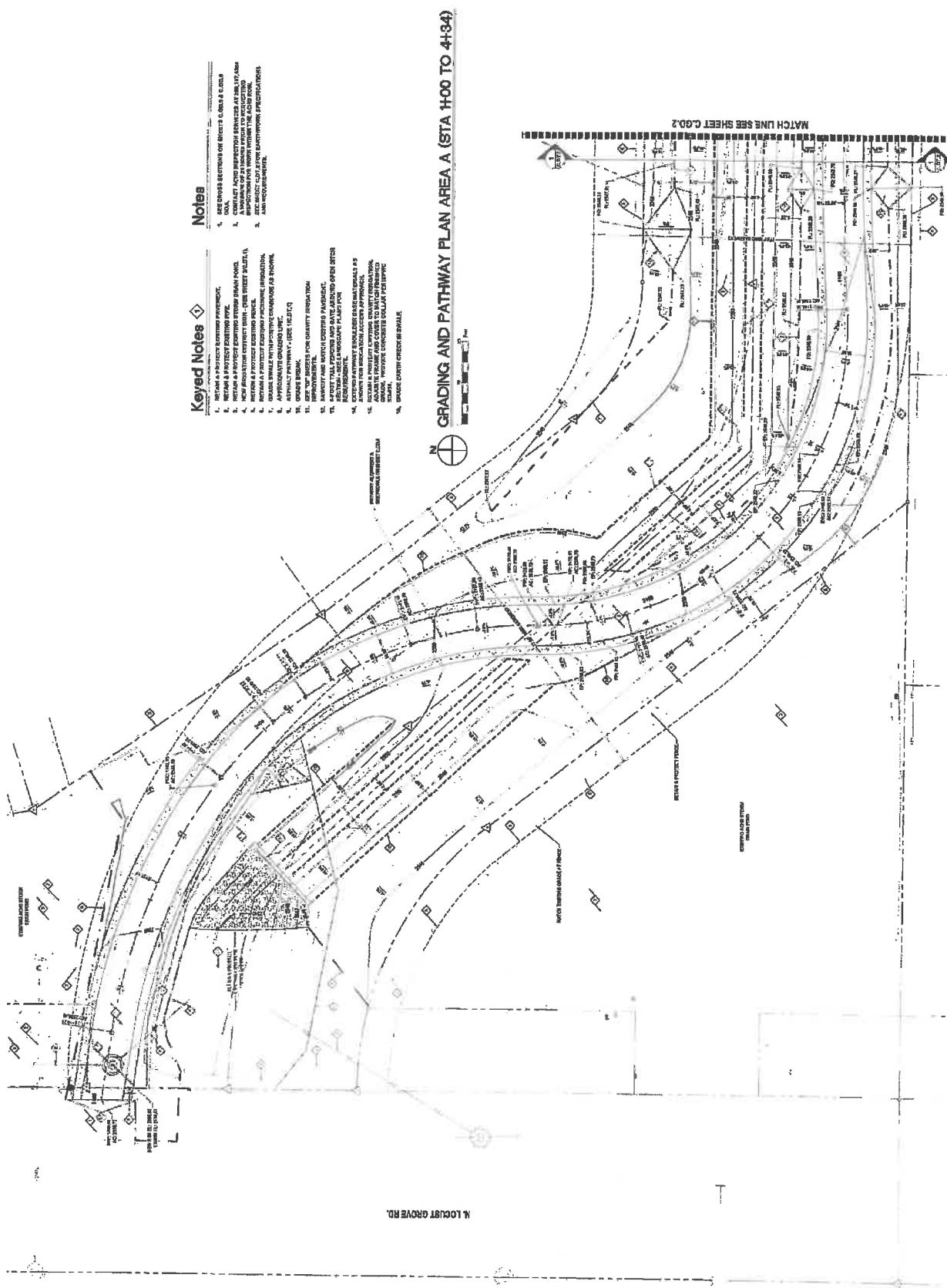


Exhibit B-1, page 5

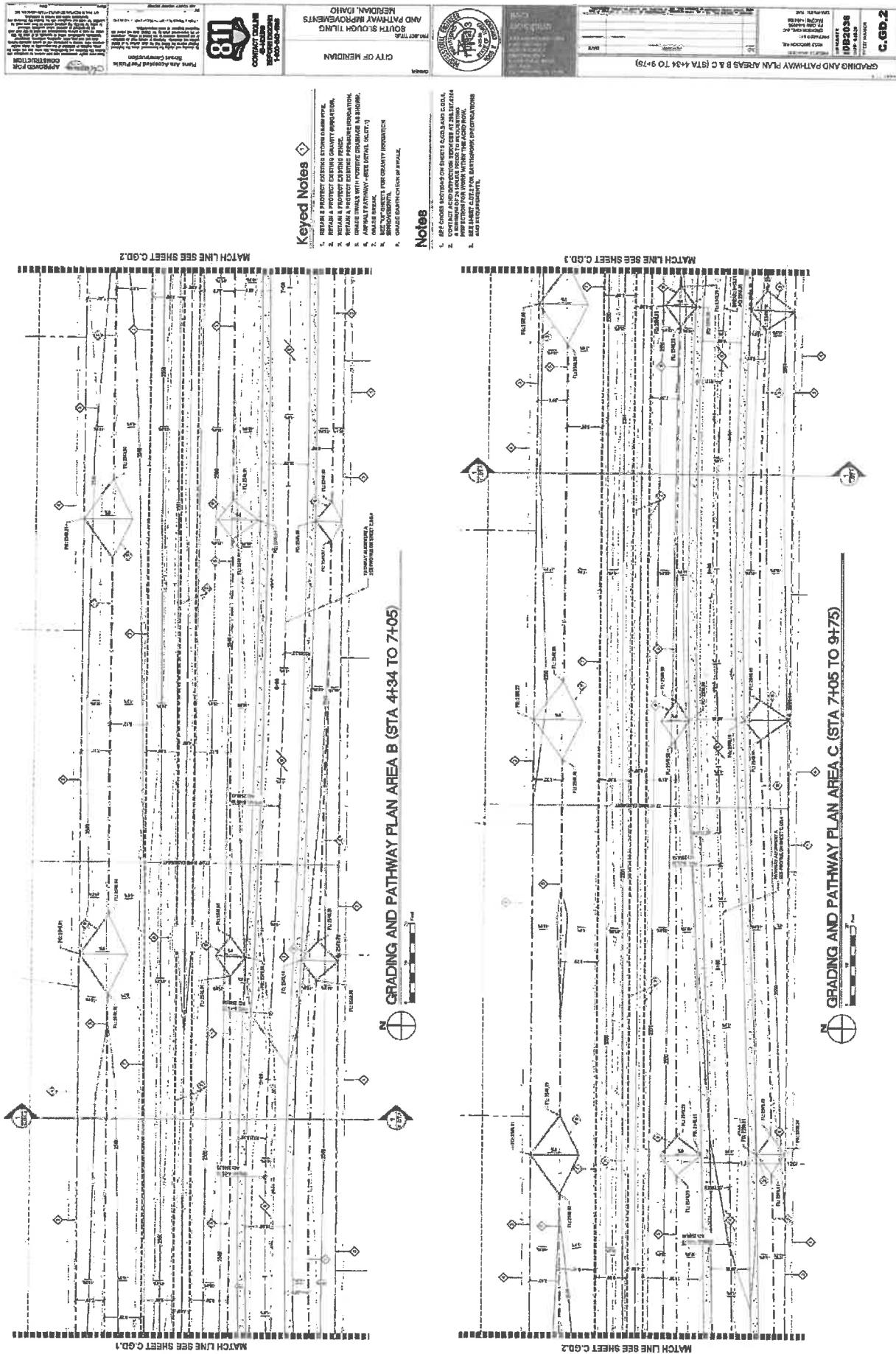


Exhibit B-1, page 6

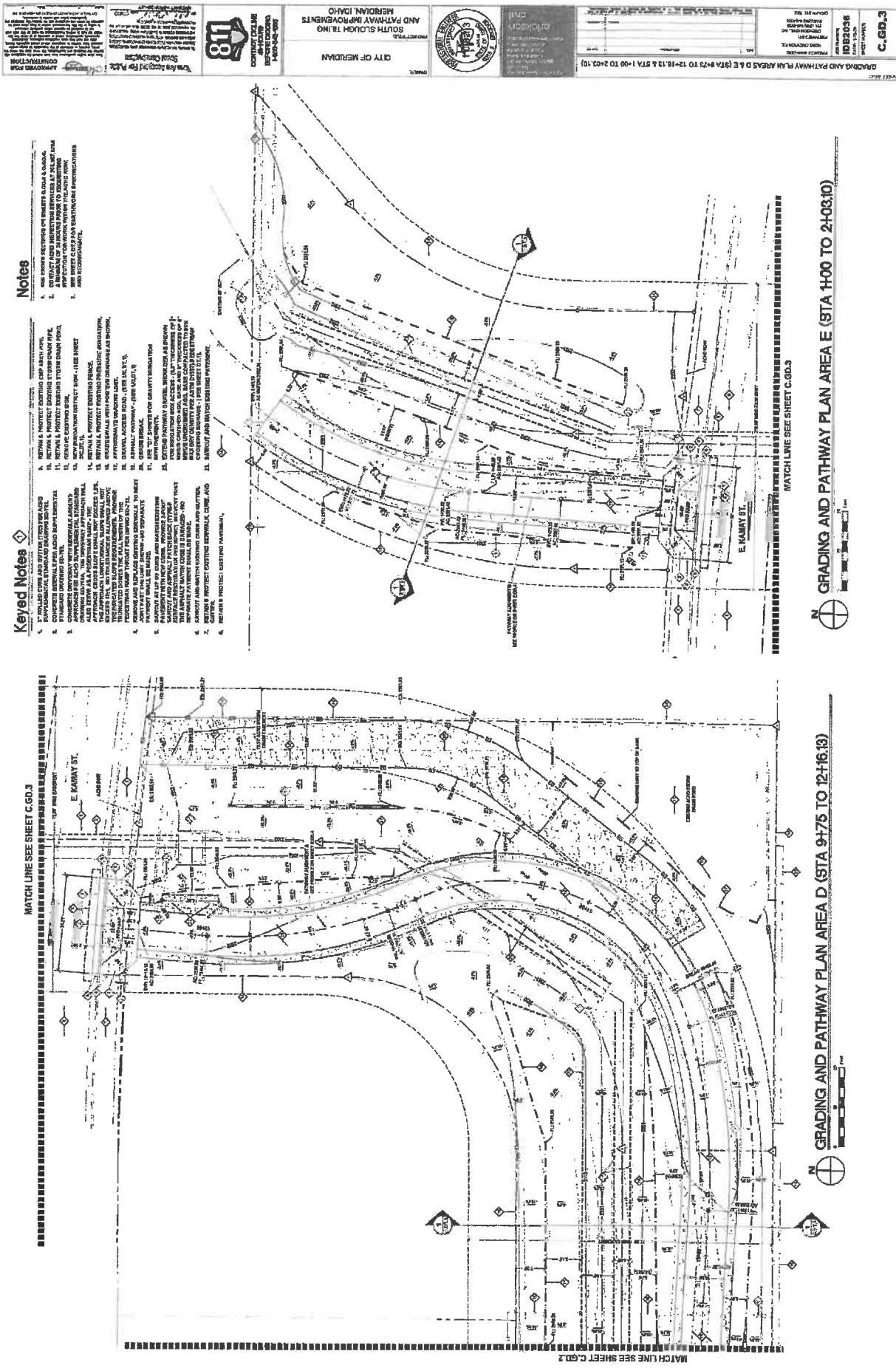
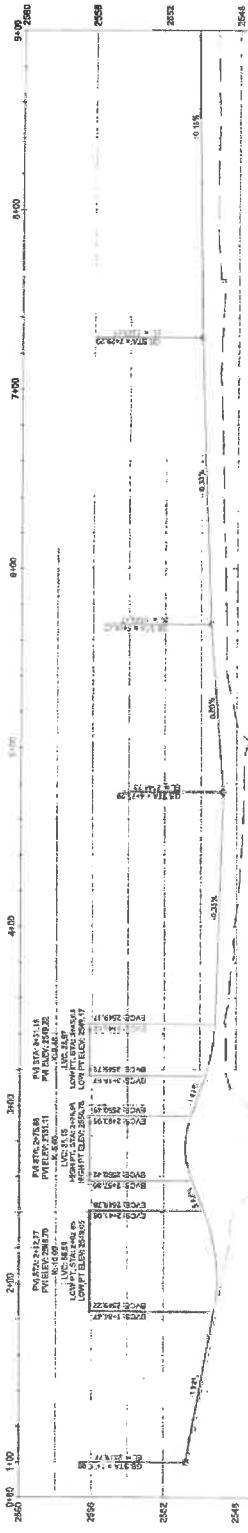


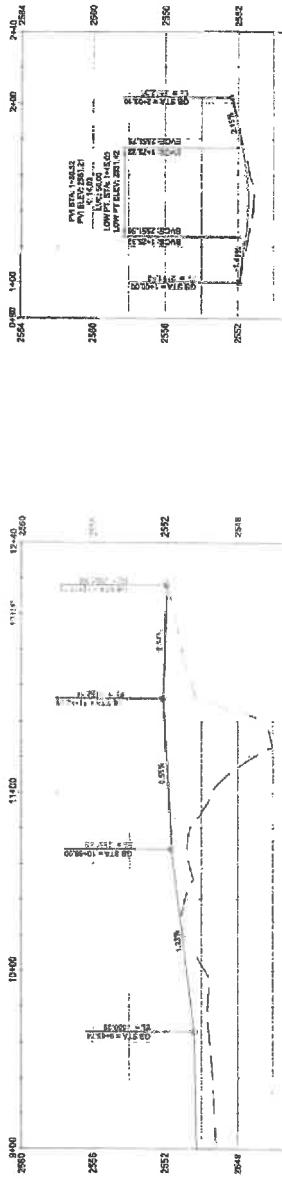
Exhibit B-1, page 7



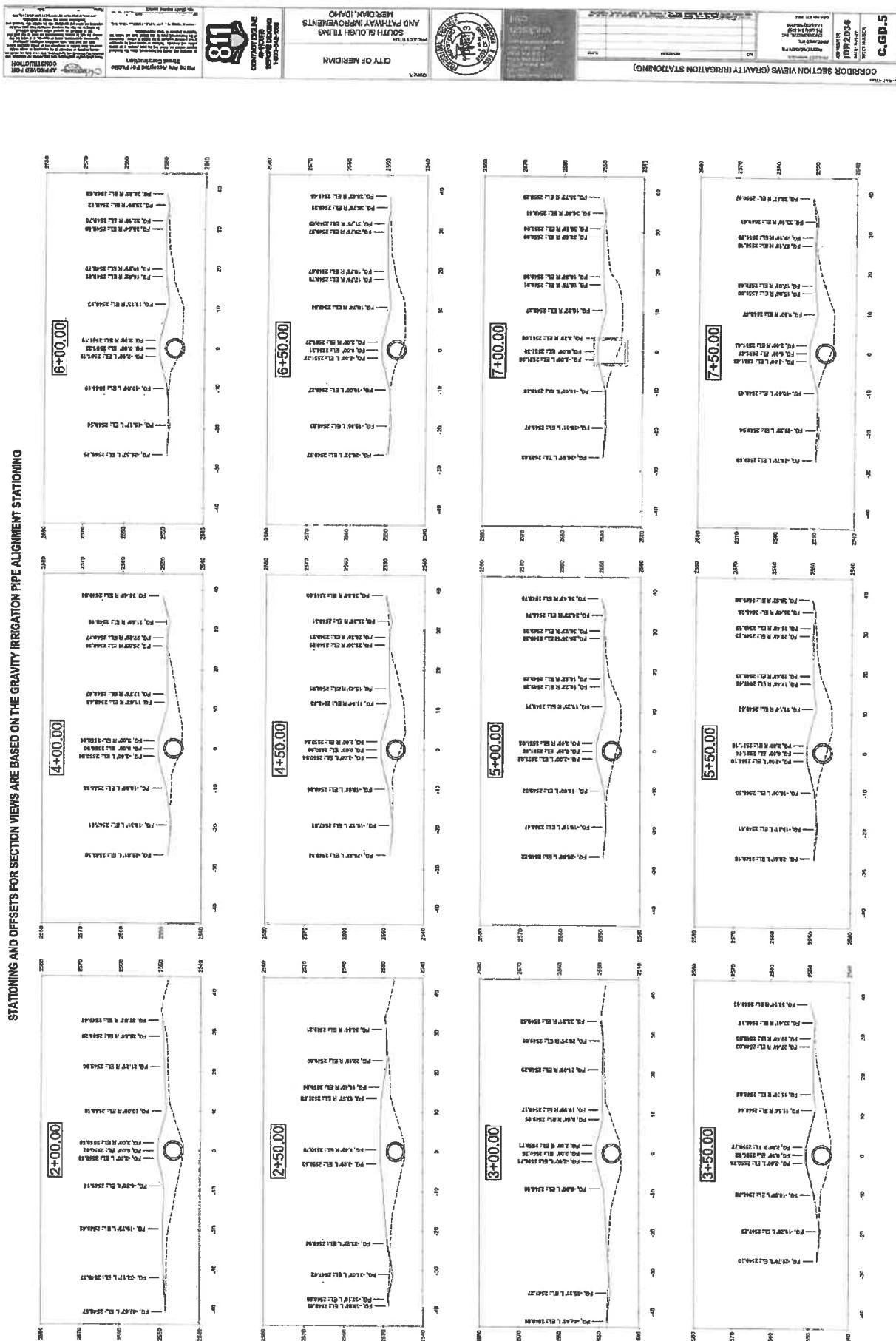
PATHWAY ALIGNMENT A (STA 1+00 TO 9+00)

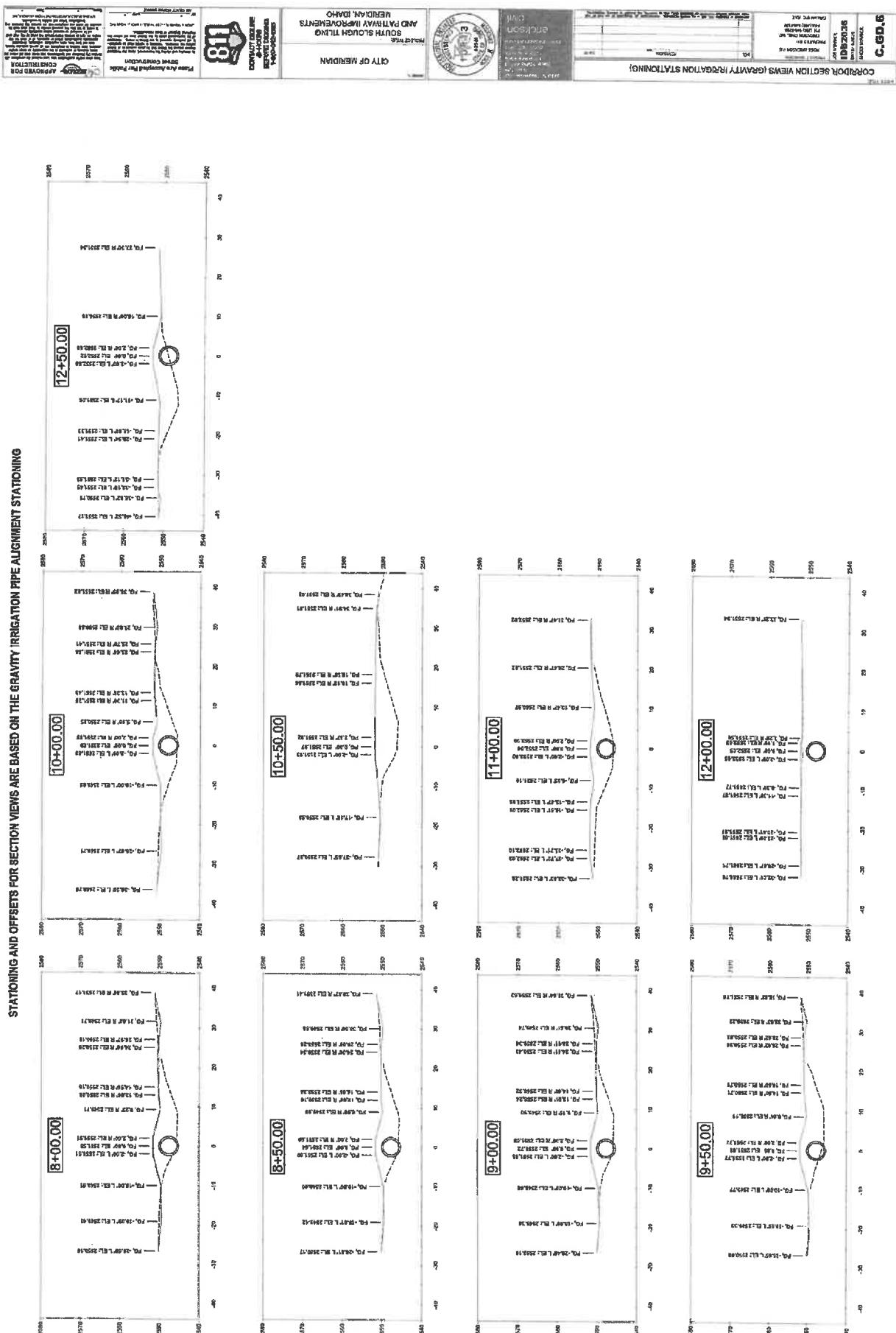


PATHWAY ALIGNMENT A (STA 1+00 TO 9+00)

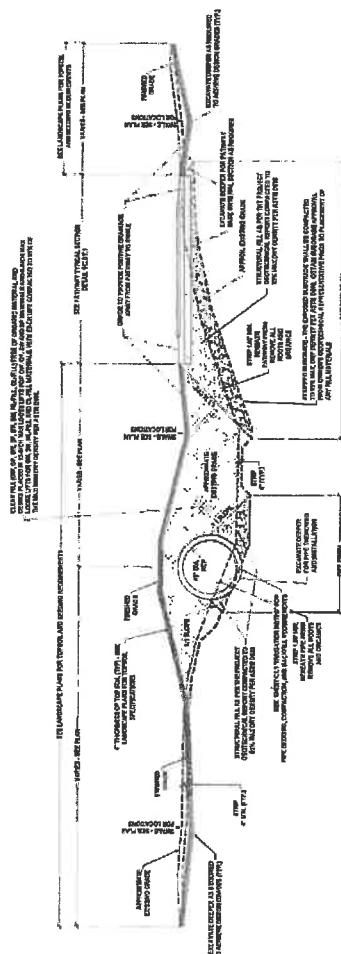


PATHWAY ALIGNMENT A (STA 9+00 TO 12+11+16.3)





Signage Keyed Notes		 	
Signage + Striping Notes <p>1. 施工区域と歩行者用歩道との間には、建設作業員の安全を確保するための標識が設置される。建設区域の端部に「建設区域」と「歩行者用歩道」の看板が設置される。 2. 施工区域は、歩行者用歩道から離れて位置する。歩行者用歩道は、歩行者用標識（歩行者用歩道）と歩行者用信号機（歩行者用信号機）で示される。 3. 歩行者用歩道は、建設区域と歩行者用歩道との間に設置される。 4. 建設区域は、歩行者用歩道から離れて位置する。歩行者用歩道は、歩行者用標識（歩行者用歩道）と歩行者用信号機（歩行者用信号機）で示される。 5. 歩行者用歩道は、建設区域と歩行者用歩道との間に設置される。 6. 歩行者用歩道は、建設区域と歩行者用歩道との間に設置される。</p>		Signage and Striping Plan 	
NLAUGHRIDGE RD E. KAMAY ST. LUCUST GROVE RD.			
SIGNAGE AND STRIPING PLAN 			
PATHWAY SIGNAGE S. LOCUST GROVE RD. ENTRANCE 			
NO MOTOR VEHICLES PATHWAY USERS MUST YIELD TO NAMPA-MERIDIAN IRRIGATION DISTRICT VEHICLES 			
PATHWAY ENTRANCE SIGNAGE 			
ASPHALT PATHWAY 			
ACHD STORM DRAIN POND ACCESS RD. 			
NOTES: 1. 施工区域と歩行者用歩道との間には、建設作業員の安全を確保するための標識が設置される。 2. 施工区域は、歩行者用歩道から離れて位置する。歩行者用歩道は、歩行者用標識（歩行者用歩道）と歩行者用信号機（歩行者用信号機）で示される。 3. 歩行者用歩道は、建設区域と歩行者用歩道との間に設置される。 4. 歩行者用歩道は、建設区域と歩行者用歩道との間に設置される。			
DETAILED 1 1. C.DT.1 			
DETAILED 2 2. C.DT.1 			
DETAILED 3 3. C.DT.1 			



EARTHWORK PREPARATION, AND PLACEMENT OF FILL SHALL BE COMPLETED IN ACCORDANCE WITH THE FOLLOWING TABLE FOR THE SPECIFIC LOCATION/FEATURE INDICATED

ALL WORK, INCLUDING BUT NOT LIMITED TO, EARTHWORK, EXCAVATION, HAUL-OFF, BACKFILL, IMPORT, AND FILL, SHALL BE INCLUDED IN THE PROJECT BID FOR THE WORK AND SEPARATE PAYMENT SHALL BE MADE

THE COMPETITION IN ACCORDANCE WITH THE INDUSTRIAL REPORT REQUIRED FOR THE INDUSTRIAL SURVEY, WHICH WAS PREPARED BY THE INDUSTRIAL SURVEY COMMITTEE OF THE NEW YORK STATE CHAMBER OF COMMERCE IN 1917.

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ESTATE PLANNING

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Keyed Notes ◊

Keyed Notes ✎

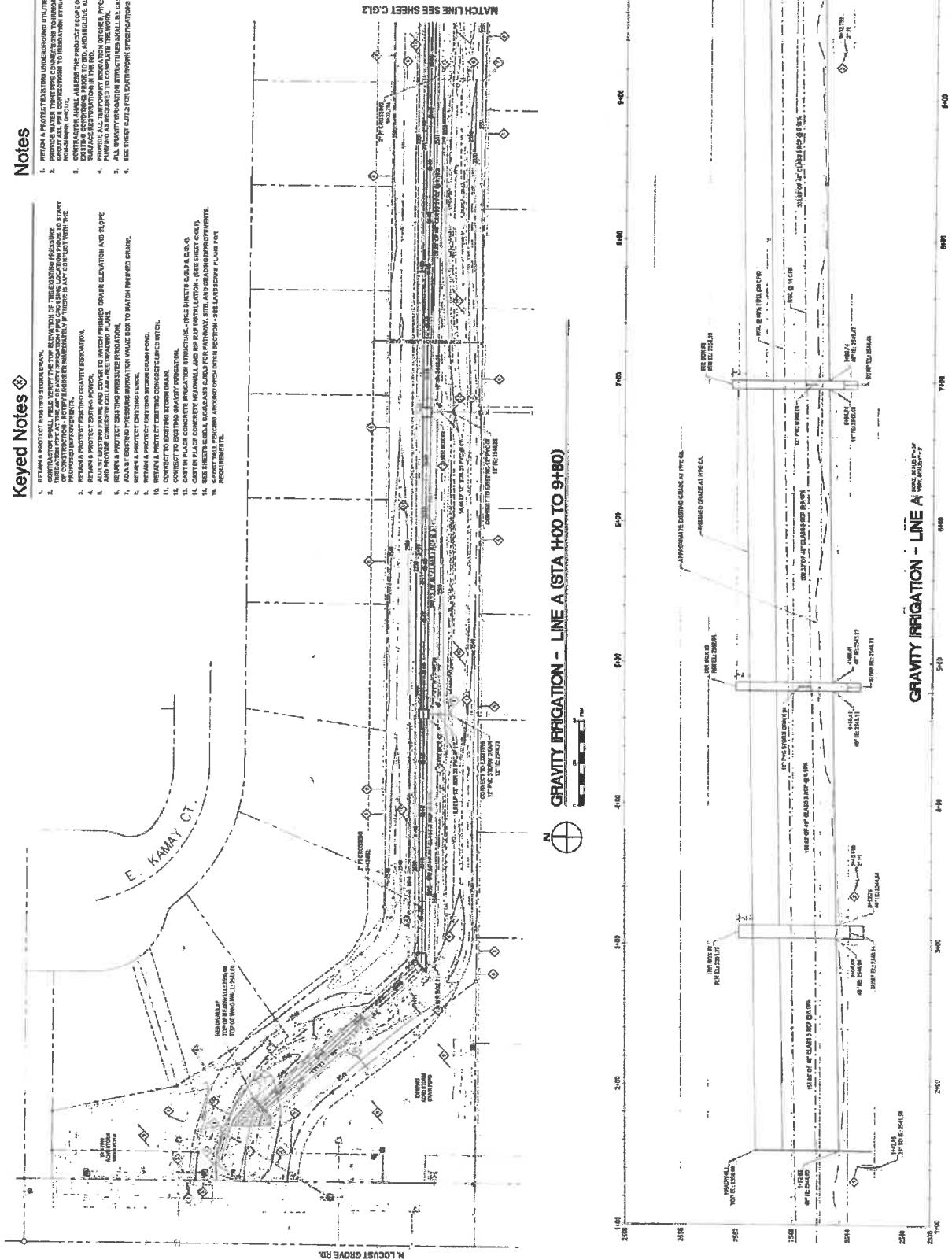


Exhibit B-1, page 13

GRAVITY PERCENTAGE - LINE A (STA 9-80 TO 13-06-63)			
DRAINAGE DISTANCE		SOUTH SLOPE TERRAIN	
DISTANCE FROM DRAINAGE LINE		ADAPTATION FACTOR	
SLOPE OF DRAINAGE LINE		MATERIAL INDEX	
CITY OF MERIDIAN		CITY OF OXFORD	
			
DRAINAGE DISTANCE		SLOPE OF DRAINAGE LINE	
DISTANCE FROM DRAINAGE LINE		ADAPTATION FACTOR	
SLOPE OF DRAINAGE LINE		MATERIAL INDEX	
CITY OF MERIDIAN		CITY OF OXFORD	
			

Keyed Notes

1. REACH IN PREDATOR COUNTRY & STORE DROOL.
 2. REACH IN PREDATOR COUNTRY & STORE DROOL.
 3. REACH IN PREDATOR COUNTRY & STORE DROOL.
 4. CONTRACT WITH LOCAL FARMERS TO TAKE OVER THE MANAGEMENT OF THE PROPERTY. PRELIMINARY PLANNING INVOLVED A THREE DAY GRASSY PLATEAU TYPE PASTURE, WHICH WAS TO BE USED AS A HABITAT FOR AN ECOLOGICAL RESTORATION PROJECT. THE PLATEAU WAS TO BE USED AS A HABITAT FOR THE PROPOSED ENDANGERED PLANT SPECIES.
 5. DRASTIC EXPENSIVE PAYMENT AGREEMENT WHICH WAS TO MATCH RESTRICTED
 6. REACH IN PREDATOR COUNTRY & STORE DROOL.
 7. REACH IN PREDATOR COUNTRY & STORE DROOL.
 8. CRAFT IN PLACE ECOLOGICAL RESTORATION EDUCATION - THREE MONTHS GONE.
 9. CRAFT IN PLACE ECOLOGICAL RESTORATION EDUCATION - THREE MONTHS GONE.
 10. CONNECT TO EXISTING STORM DRAWS.
 11. REACH AND RELOCATE ENDANGERED TIGER GENEVY BURRARDIA AND TIGER ALL. ACCORDINGLY, THE HABITAT WAS TO BE RESTORED AND PROTECTED IN ACCORDANCE WITH THE HABITAT RESTORATION STANDARD AND DETAILS. CONTACT PAPA, WHICH IS THE PREDATOR PROTECTION AND ACTIVIST GROUP, FOR MORE INFORMATION.
 12. PAYMENT AGREEMENT FOR THE PREDATOR PROTECTION AND ACTIVIST GROUP, WHICH WAS TO BE PAID IN MONTHS AND YEARS AFTER THE PREDATOR PROTECTION AND ACTIVIST GROUP HAD BEEN INVOLVED AND PAYMENT MADE TO THE PREDATOR PROTECTION AND ACTIVIST GROUP.
 13. PAYMENT AGREEMENT FOR THE PREDATOR PROTECTION AND ACTIVIST GROUP, WHICH WAS TO BE PAID IN MONTHS AND YEARS AFTER THE PREDATOR PROTECTION AND ACTIVIST GROUP HAD BEEN INVOLVED AND PAYMENT MADE TO THE PREDATOR PROTECTION AND ACTIVIST GROUP.
 14. APPROPRIATE LOCATION OF SAWING AS PRE-GRANITY RESTORATION PIPE.
 15. RESTING THE PREDATOR PROTECTION AND ACTIVIST GROUP, WHO LOCATE A HABITAT FOR THE PREDATOR PROTECTION AND ACTIVIST GROUP, WHICH IS THE PREDATOR PROTECTION AND ACTIVIST GROUP.
 16. RESTING THE PREDATOR PROTECTION AND ACTIVIST GROUP, WHO LOCATE A HABITAT FOR THE PREDATOR PROTECTION AND ACTIVIST GROUP, WHICH IS THE PREDATOR PROTECTION AND ACTIVIST GROUP.
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Notes

1. **RETAIN & PROTECT EXISTING UNDERGROUNDS AND UTILITIES.**
 2. PROVIDE WATER TIGHT TRENCH PIPES CONNECTED TO EXISTING STRUCTURES.
 3. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO ISOLATE EXISTING STRUCTURES DURING CONSTRUCTION.
 4. CONTRACTOR SHALL ABSORB THE PROJECT'S RECIPE OF WORK AND CALL FOR PAYMENT QUOTATIONS PRIOR TO BID, AND INCLELVE ALL WORK ENCLUSED IN THE BID.
 5. CONTRACTOR SHALL NOT ALLOW ANYTHING TO DAMAGE EXISTING UTILITIES OR EXISTING STRUCTURES.
 6. ALL QUALITY INSPECTION AND TESTS SHALL BE MADE BY THE CONTRACTOR.
 7. ALL INSPECTIONS AND TESTS SHALL BE MADE BY THE CONTRACTOR.

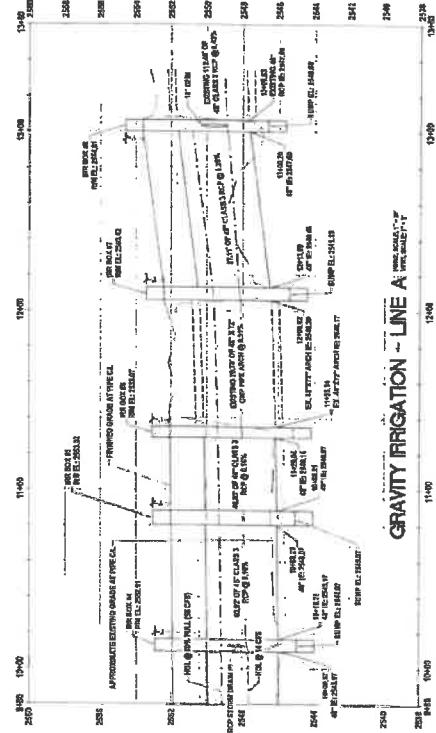
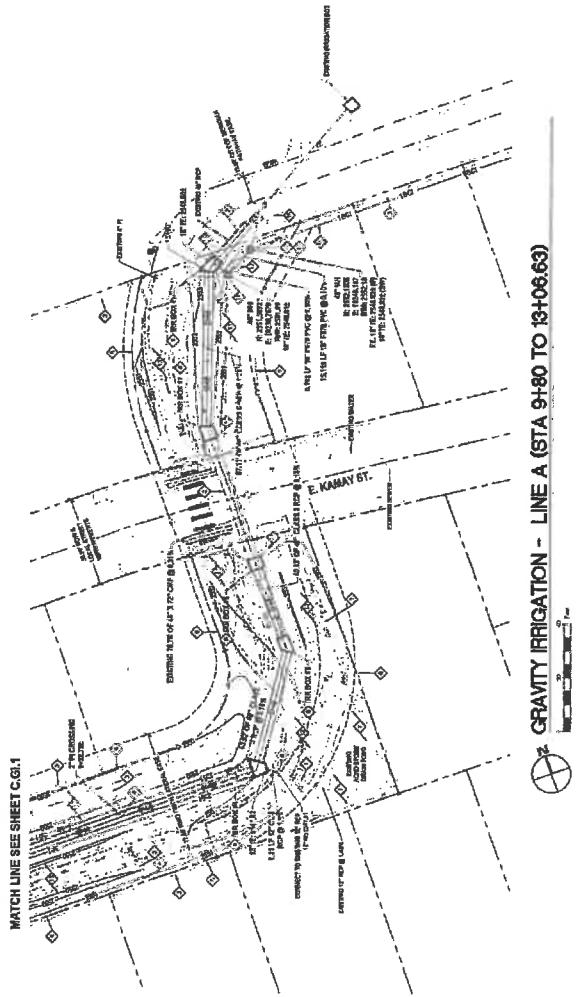
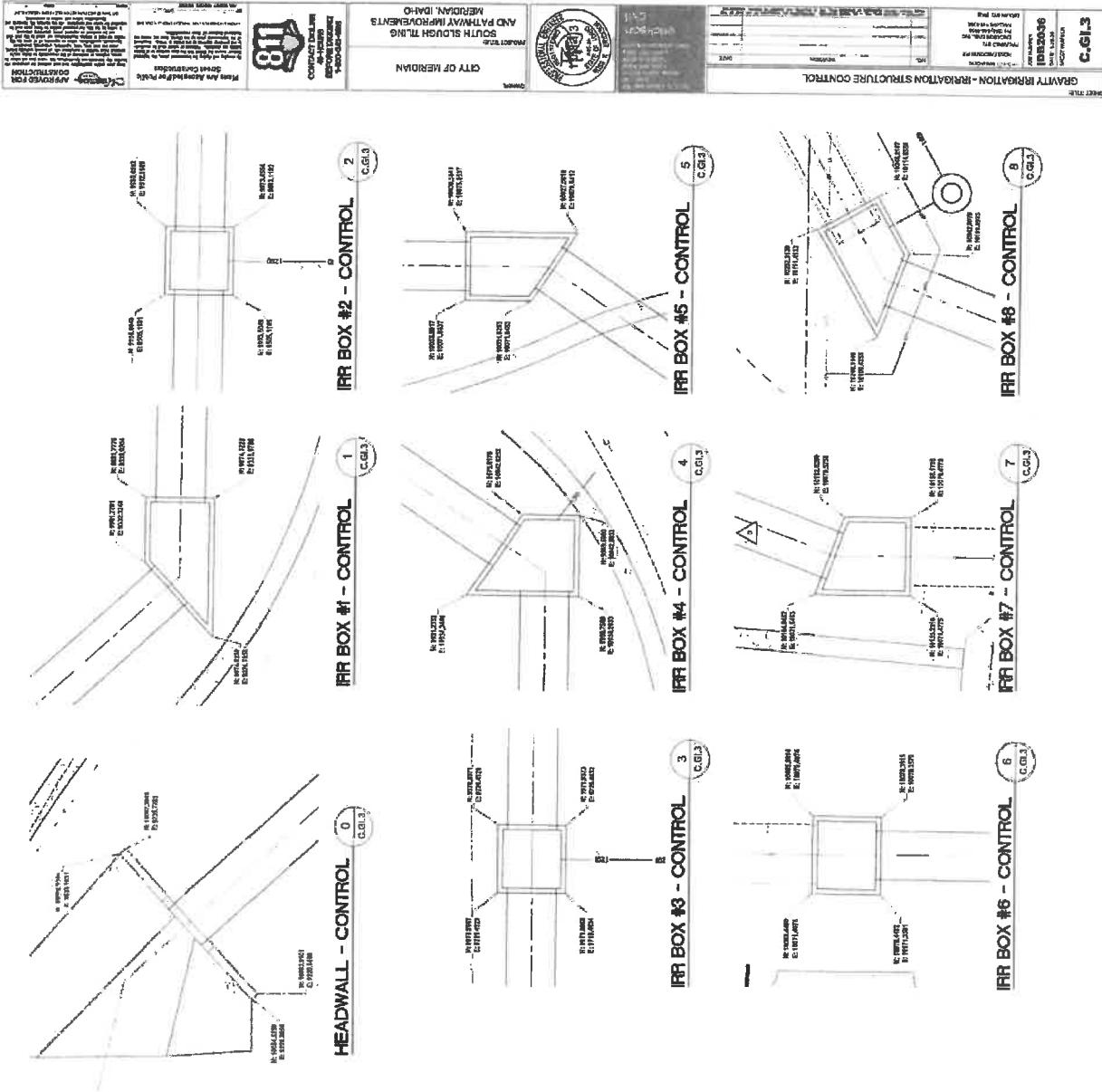
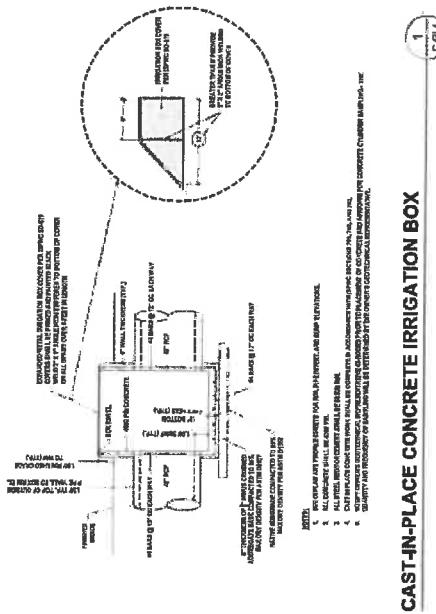


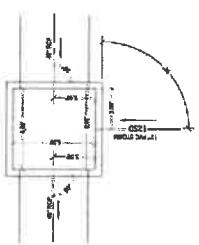
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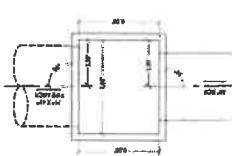
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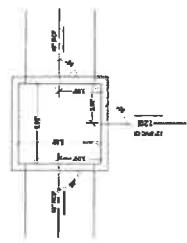
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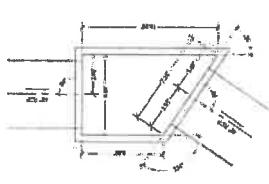
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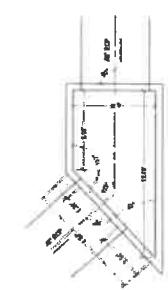
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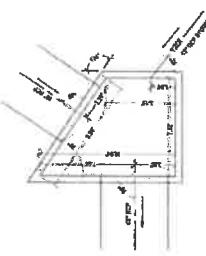
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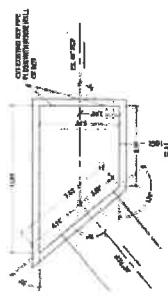
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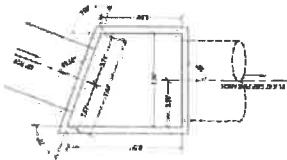
GIRR BOX #1 PLAN VIEW



GIRR BOX #4 PLAN VIEW



GIRR BOX #8 PLAN VIEW



GIRR BOX #7 PLAN VIEW

IRRIGATION BOX DIMENSIONS

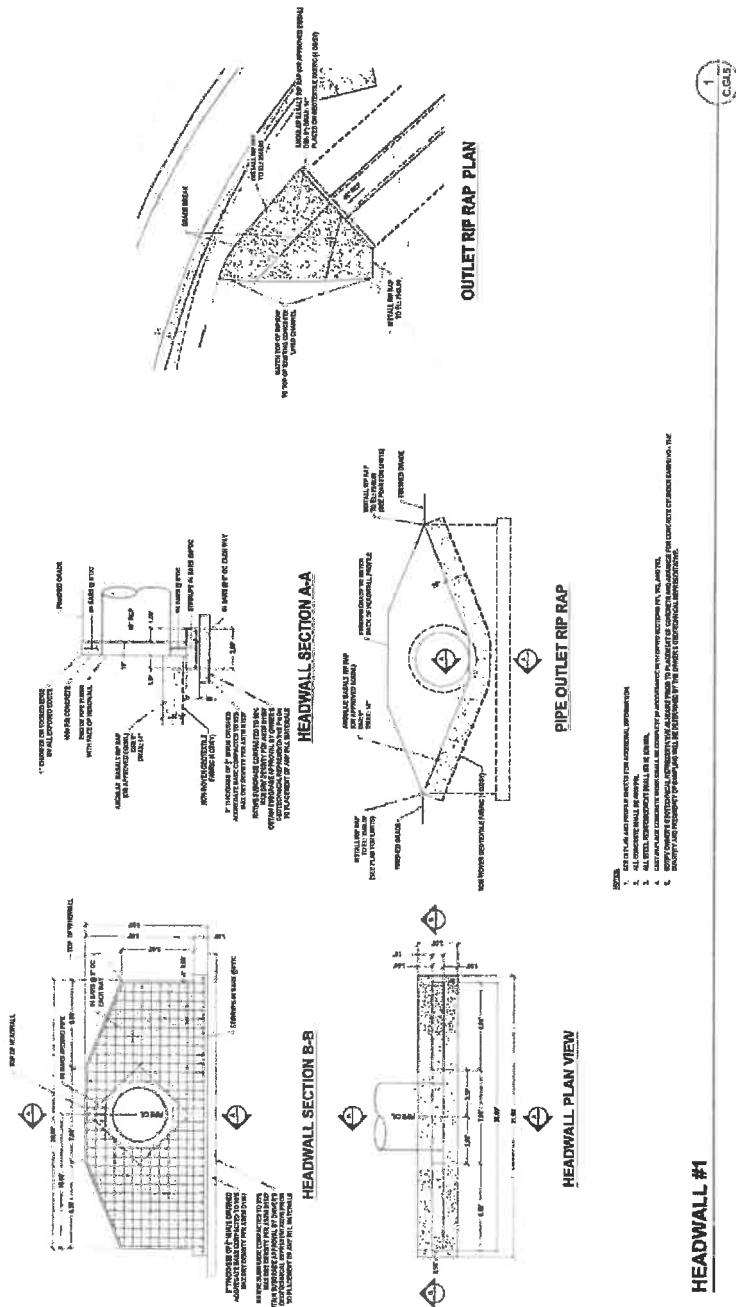


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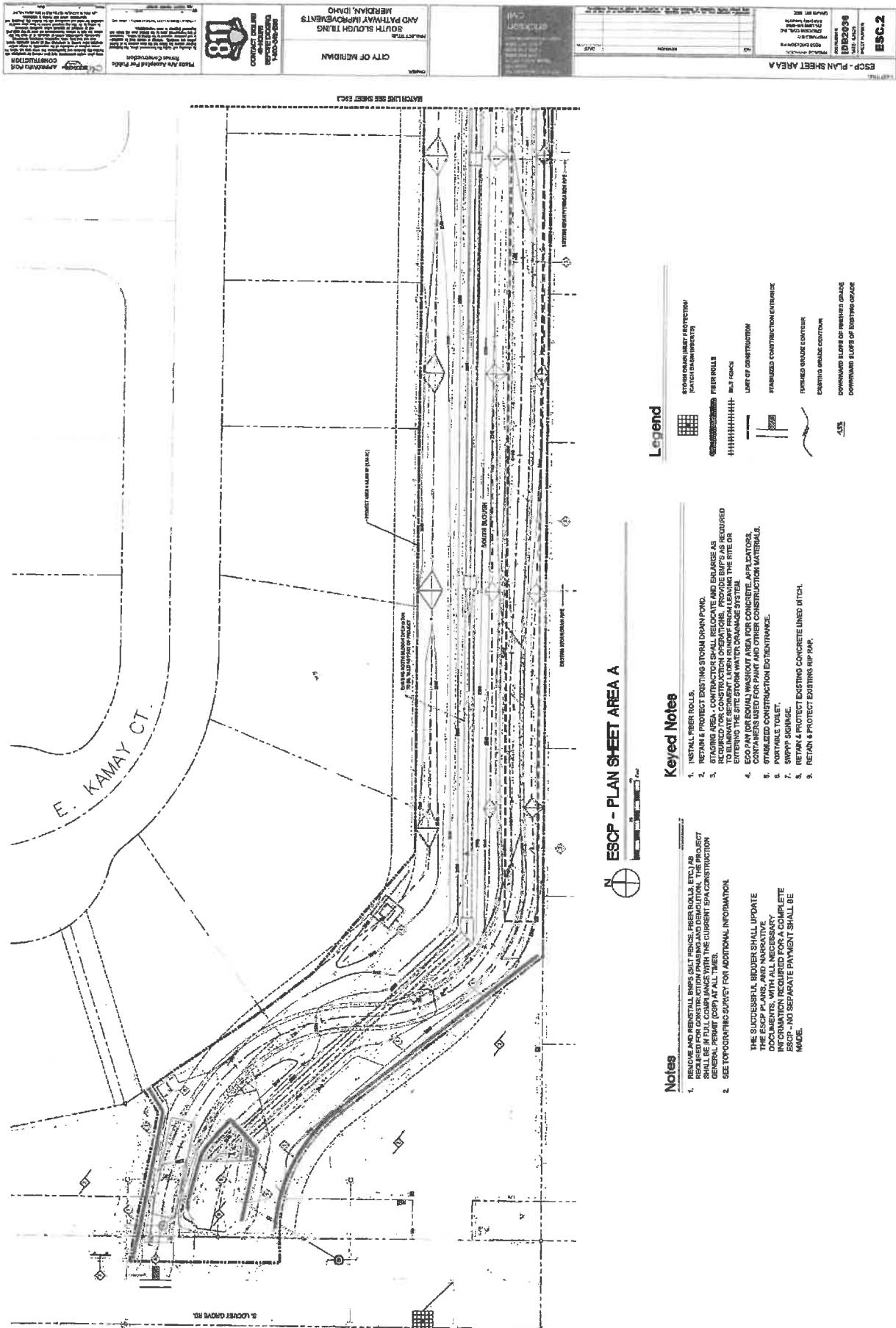


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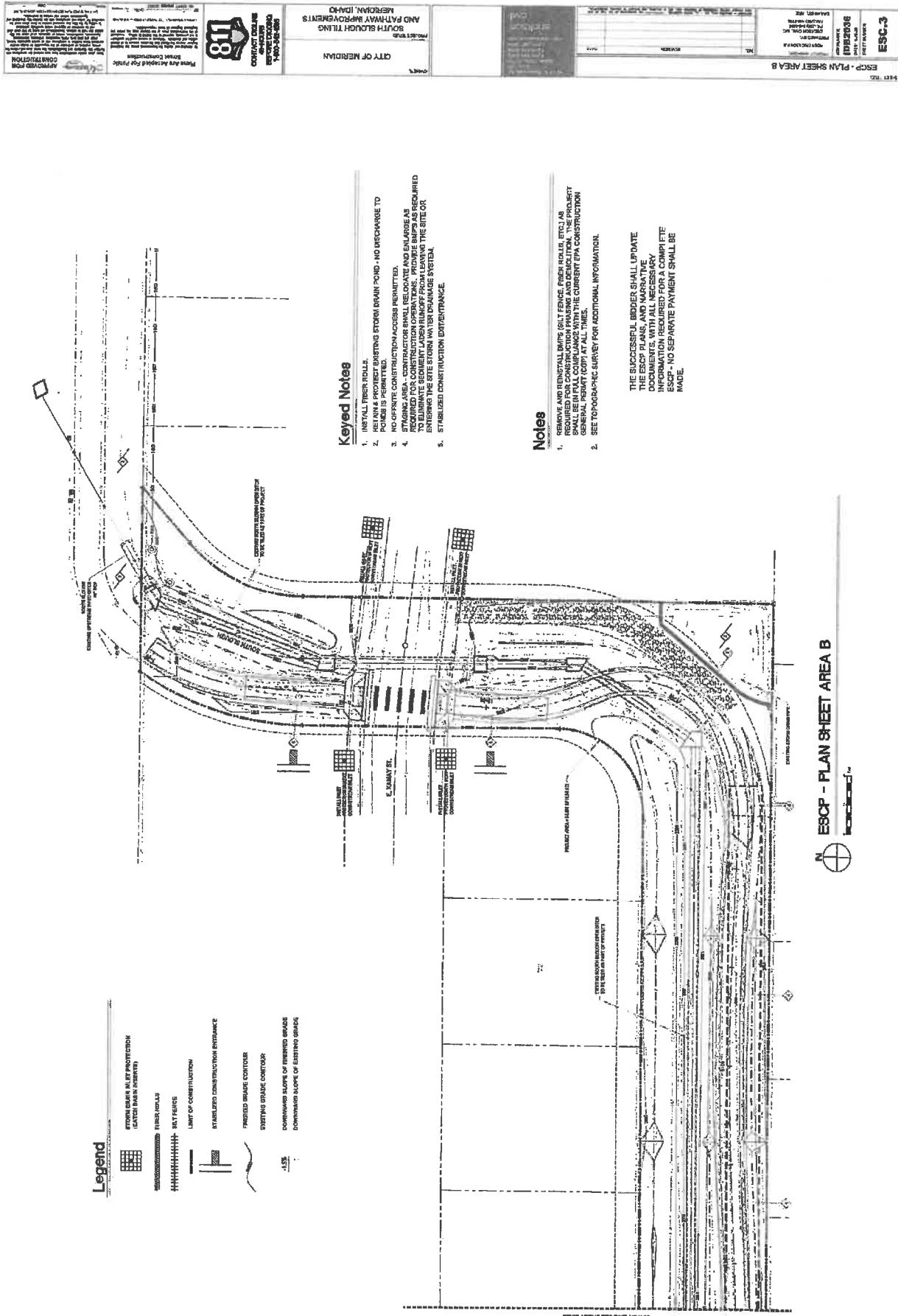
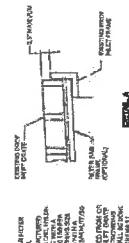
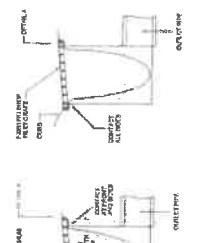


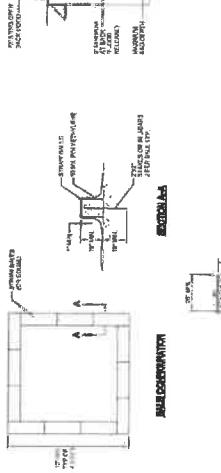
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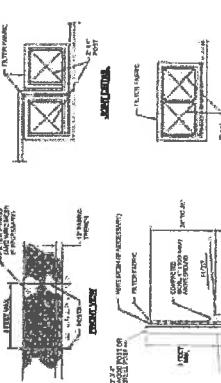
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FILTER BAG**

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ESC-4



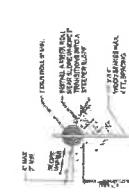
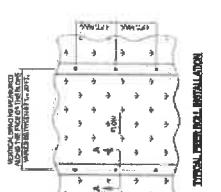
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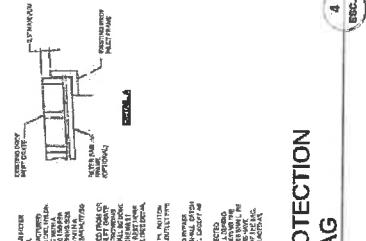
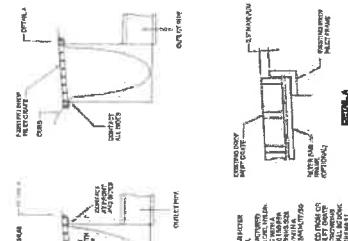
SILT FENCE

2
ESC-4



FIBER ROLLS

1
ESC-4



NOTES		ITEMS		DESCRIPTION	
1. SUPPORT GROUND SURFACE IS TO BE DRY AND STABLE.		2. TRENCHES ARE TO BE DUG BY HAND OR MECHANICAL EQUIPMENT AS INDICATED ON THE DRAWINGS.		3. DRAINS ARE TO BE PLACED IN THE TRENCHES AS SHOWN ON THE DRAWINGS.	
4. DRAINS ARE TO BE PLACED IN THE TRENCHES AS SHOWN ON THE DRAWINGS.		5. DRAINS ARE TO BE PLACED IN THE TRENCHES AS SHOWN ON THE DRAWINGS.		6. DRAINS ARE TO BE PLACED IN THE TRENCHES AS SHOWN ON THE DRAWINGS.	
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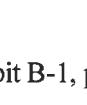
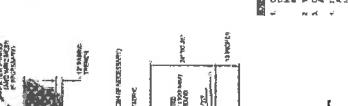
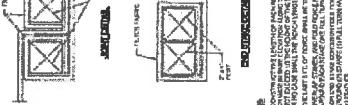
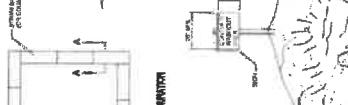


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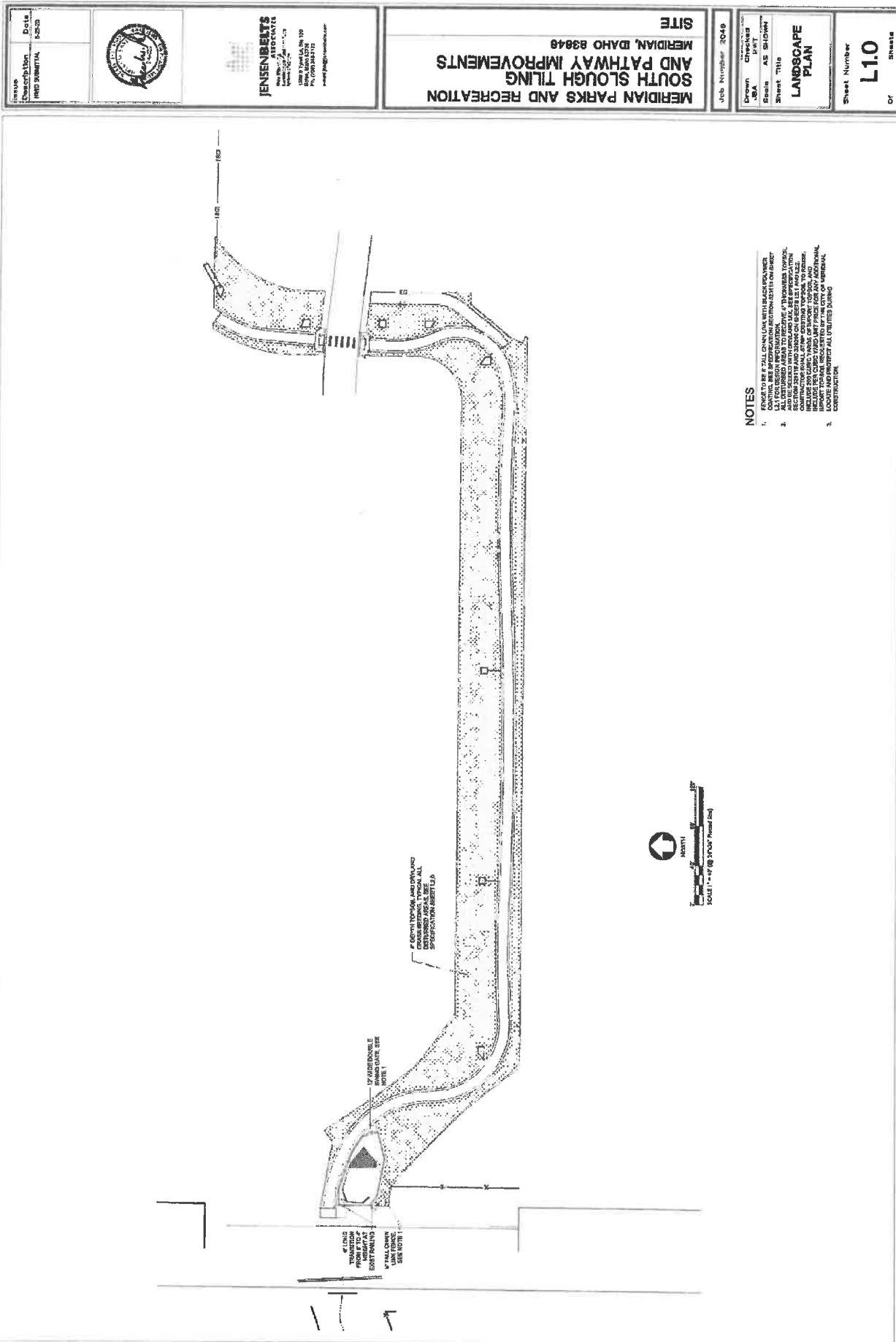


Exhibit B-1, page 22

Exhibit B-1, page 23

