

## AGREEMENT

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, 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 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 easement / 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 TEN MILE DRAIN (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 a paved pathway within the District's property/easement for the Ten Mile Drain 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 a 40 foot long by 10 foot wide pedestrian bridge and a 10 foot wide pathway within the District's real property and/or easement for the Ten Mile Drain within Twelve Oaks Subdivision on the north side of the Ten Mile Drain and Whitestone Estates Subdivision on the south side of the Ten Mile Drain, located southwest of the intersection of Franklin Road and Linder 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 \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Will Patterson and Daren R. Coon, 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 \_\_\_\_\_, 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**

A right-of-way/easement within the NE 1/4 of Section 14, Township 3 North, Range 1 West, B.M., Ada County, Idaho as more particularly described in the description attached hereto as Exhibit A-1 and by this reference incorporated herein (the easement/right-of-way described/attached as Exhibit A-1 is for the portion of pathway on the Twelve Oaks Subdivision Property and will continue across the Ten Mile Drain pursuant to the terms of this Agreement and onto the property to the south which is the Whitestone Estates Subdivision).

**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. In the locations referenced herein and where pathway is proposed, the District owns fee title to a portion of the real property adjacent to the Ten Mile Drain. However, to the extent the District does not own the property in fee, the District's easement along this section of the Ten Mile Drain includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the Ten Mile Drain, and to access the Ten Mile Drain for said purposes and is a minimum of 100 feet, 50 feet to either side of the centerline.
- c. Construction shall be completed one year from the date of this agreement. Time if of the essence.



## Sawtooth Land Surveying, LLC

2030 S. Washington Ave.  
Emmett, ID 83617  
P: (208) 398-8104  
F: (208) 398-8105

1044 Northwest Blvd., Ste. G  
Coeur d'Alene, ID 83814  
P: (208) 714-4544  
F: (208) 292-4453

141 1<sup>st</sup> Avenue East  
Jerome, ID 83338  
P: (208) 329-5303  
F: (208) 324-3821

March 25, 2020

### Pedestrian Path Easement Legal Description

**BASIS OF BEARING** for this description is South 89°13'17" East between a 5/8" rebar marking the N1/4 corner of Section 14 and a brass cap marking the section corner common to Sections 11, 12, 13 and 14, both in T 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land being a portion of Lot 2, Block 1 of Twelve Oaks Subdivision, on file in Book 108 of Plats, at Pages 15179-15181, Ada County records, located in the NE1/4 of the NE1/4 of Section 14, T. 3 N., R. 1 W., B.M., Ada County, Idaho, more particularly described as follows:

**COMMENCING** at a 5/8" rebar no cap marking the N1/4 corner of said Section 14;

Thence S. 89°13'17" E., coincident with the north line of the NW1/4 of the NE1/4 of said Section 14, a distance of 1328.94 feet to the E1/16 corner common to Sections 11 and 14;

Thence leaving said north line of the NW1/4 of the NE1/4, S. 0°34'42" W., 48.00 feet to a 5/8" rebar PLS 5802 on the south right of way of W. Franklin Rd.;

Thence S. 89°13'17" E., coincident with said south right of way of W. Franklin Rd., 152.61 feet to  
**POINT OF BEGINNING;**

Thence continuing along said south right of way of W. Franklin Rd., S. 89°13'17" E., 14.37 feet;

Thence leaving said south right of way of W. Franklin Rd., S. 13°50'33" W., 42.01 feet to the beginning of a tangent curve;

Thence 6.27 feet along the arc of a curve to the left, with a central angle of 13°03'50", a radius of 27.50 feet, subtended by a chord bearing S. 7°18'38" W., 6.26 feet;

Thence S. 0°46'43" W., 5.88 feet, to the beginning of a tangent curve;

Thence 243.46 feet along the arc of a curve to the left, with a central angle of 56°21'42", a radius of 247.50 feet, subtended by a chord bearing S. 27°24'08" E., 233.77 feet;

Thence S. 55°34'59" E., 97.92 feet, to the beginning of a tangent curve;

Thence 126.12 feet along the arc of a curve to the right, with a central angle of 40°42'42", a radius of 177.50 feet, subtended by a chord bearing S. 35°13'38" E., 123.49 feet;

Thence S. 14°52'17" E., 24.06 feet to the beginning of a tangent curve;

Thence 17.89 feet along the arc of a curve to the left, with a central angle of  $36^{\circ}36'31''$ , a radius of 28.00 feet, subtended by a chord bearing S.  $33^{\circ}10'33''$  E., 17.59 feet;

Thence S.  $51^{\circ}28'48''$  E., 30.14 feet to the beginning of a tangent curve;

Thence 26.84 feet along the arc of a curve to the right, with a central angle of  $36^{\circ}36'31''$ , a radius of 42.00 feet, subtended by a chord bearing S.  $33^{\circ}10'33''$  E., 26.38 feet;

Thence S.  $14^{\circ}52'17''$  E., 83.44 feet to the south line of Lot 2, Block 1 of Twelve Oaks Subdivision, on file in Book 108 of Plats, at Pages 15179-15181, Ada County records;

Thence S.  $75^{\circ}07'43''$  W., coincident with said south line of Twelve Oaks Subdivision, 14.00 feet;

Thence leaving said south line of Twelve Oaks Subdivision, N.  $14^{\circ}52'17''$  W., 83.44 feet to the beginning of a tangent curve;

Thence 17.89 feet along the arc of a curve to the left, with a central angle of  $36^{\circ}36'31''$ , a radius of 28.00 feet, subtended by a chord bearing N.  $33^{\circ}10'33''$  W., 17.59 feet;

Thence N.  $51^{\circ}28'48''$  W., 30.14 feet to the beginning of a tangent curve;

Thence 26.84 feet along the arc of a curve to the right, with a central angle of  $36^{\circ}36'31''$ , a radius of 42.00 feet, subtended by a chord bearing N.  $33^{\circ}10'33''$  W., 26.38 feet;

Thence N.  $14^{\circ}52'17''$  W., 24.06 feet to the beginning of a tangent curve;

Thence 116.18 feet along the arc of a curve to the left, with a central angle of  $40^{\circ}42'42''$ , a radius of 163.50 feet, subtended by a chord bearing N.  $35^{\circ}13'38''$  W., 113.75 feet;

Thence N.  $55^{\circ}34'59''$  W., 97.92 feet to the beginning of a tangent curve;

Thence 257.24 feet along the arc of a curve to the right, with a central angle of  $56^{\circ}21'42''$ , a radius of 261.50 feet, subtended by a chord bearing N.  $27^{\circ}24'08''$  W., 246.99 feet;

Thence N.  $00^{\circ}46'43''$  E., 5.88 feet to the beginning of a tangent curve;

Thence 9.46 feet along the arc of a curve to the right, with a central angle of  $13^{\circ}03'50''$ , a radius of 41.50 feet, subtended by a chord bearing N.  $7^{\circ}18'38''$  E., 9.44 feet;

Thence N.  $13^{\circ}50'33''$  E., 38.76 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.227 acres, more or less.



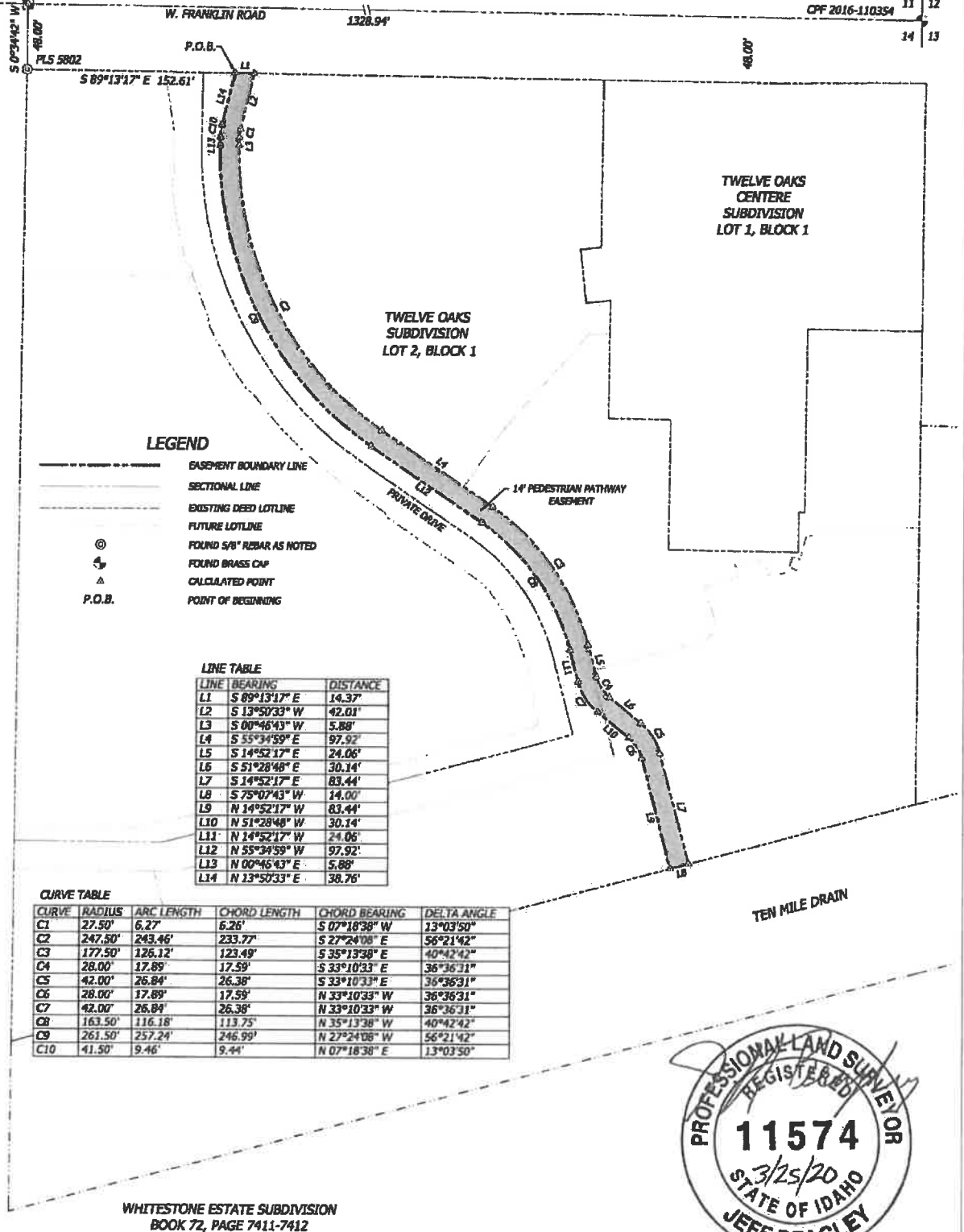
SECTION 14  
T. 3 N., R. 1 W., B.M.

N1/4 COR.  
SEC. 14  
CPF 114010444

E 1/16 COR.  
SEC. 14

BASES OF BEARING  
S 89°13'17" E 2657.88'

CPF 2016-110354 11 12  
24 13



PROJECT:

**TWELVE OAKS DEVELOPMENT  
PEDESTRIAN PATH EXHIBIT  
MERIDIAN, IDAHO**

OWNER/DEVELOPER:

**OPEN DOOR RENTALS LLC**

DATE: 3/20/2020



**SAWTOOTH**  
Land Surveying, LLC

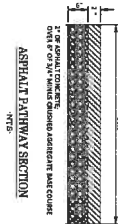
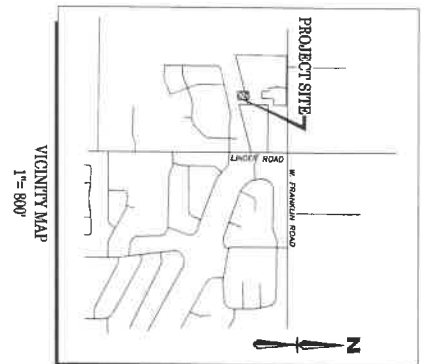
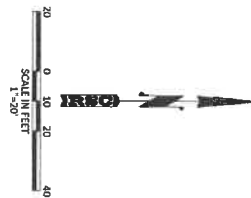
**2030 S. WASHINGTON AVE.  
EMMETT, ID 83617  
P: (208) 398-8104  
F: (208) 398-8105**

**WWW.SAWTOOTHLS.COM**

DWG #  
19393-EX

PROJECT#  
19393

SHEET  
1 OF 1

[illegible]

1. COVER SHEET, GENERAL NOTES AND STANDARD DETAILS
2. BRIDGE PLAN / PROFILE
3. BRIDGE DETAILS BY WESTERN WOOD STRUCTURES
4. BRIDGE DETAILS BY WESTERN WOOD STRUCTURES
5. BRIDGE STRUCTURE NOTES BY WESTERN WOOD STRUCTURES

1. ALL CONSTRUCTION AND MATERIALS SHALL COMPLY WITH THE LATEST VERSION OF THE LSP, INC.
2. AFTER CONSTRUCTION, BRIDGE AND PATHWAY SHALL BE OWNED AND MAINTAINED BY THE CITY OF MERIDIAN PARKS AND REC. DEPARTMENT.
3. FINAL INSPECTION AND SIGN-OFF WILL BE BY THE DESIGN ENGINEER, NIND, AND MERIDIAN CITY.
4. FLOOD ELEVATIONS WERE DERIVED FROM TDM MAP GREEN REPORT BELOW ULLYER ROAD, 2019, RESOURCE SYSTEMS, INC. JULY 27, 2019.

Revisions		
△	Date	Description
1		
2		
3		
4		



**ROCK SOLID CIVIL**  
Civil Engineering and Land Development Consulting  
270 North 27th Street, Boise, ID 83702  
Office Phone: 208.342.3277  
[www.rocksolidcivil.com](http://www.rocksolidcivil.com)

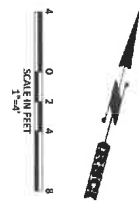
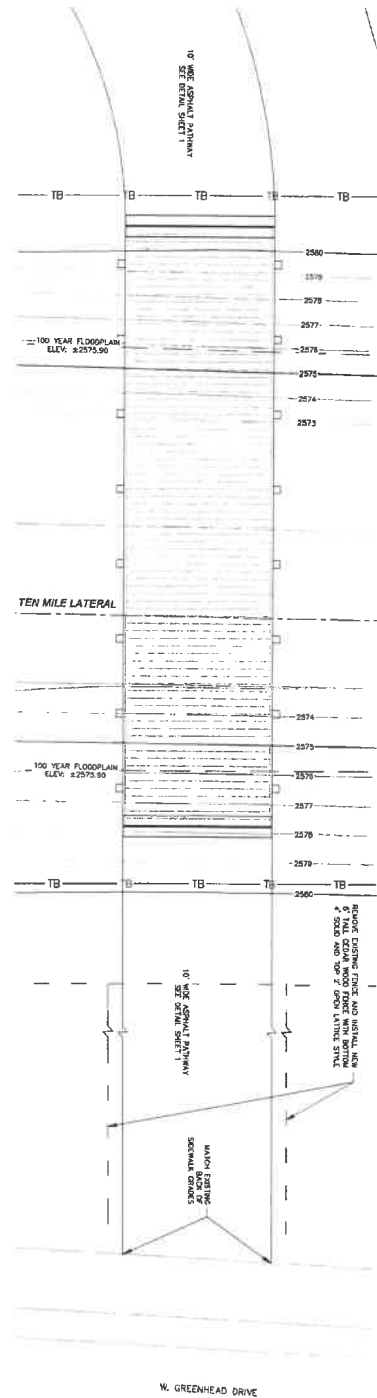
**REUSE OF DRAWINGS**  
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Project Name	THE VILLAS AT TWELVE OAKS
Sheet Name	TEN MILE PEDESTRIAN BRIDGE

PROFESSIONAL ENGINEER  
STATE OF TEXAS  
788  
AUG 20  
2010  
RENEWAL YEAR

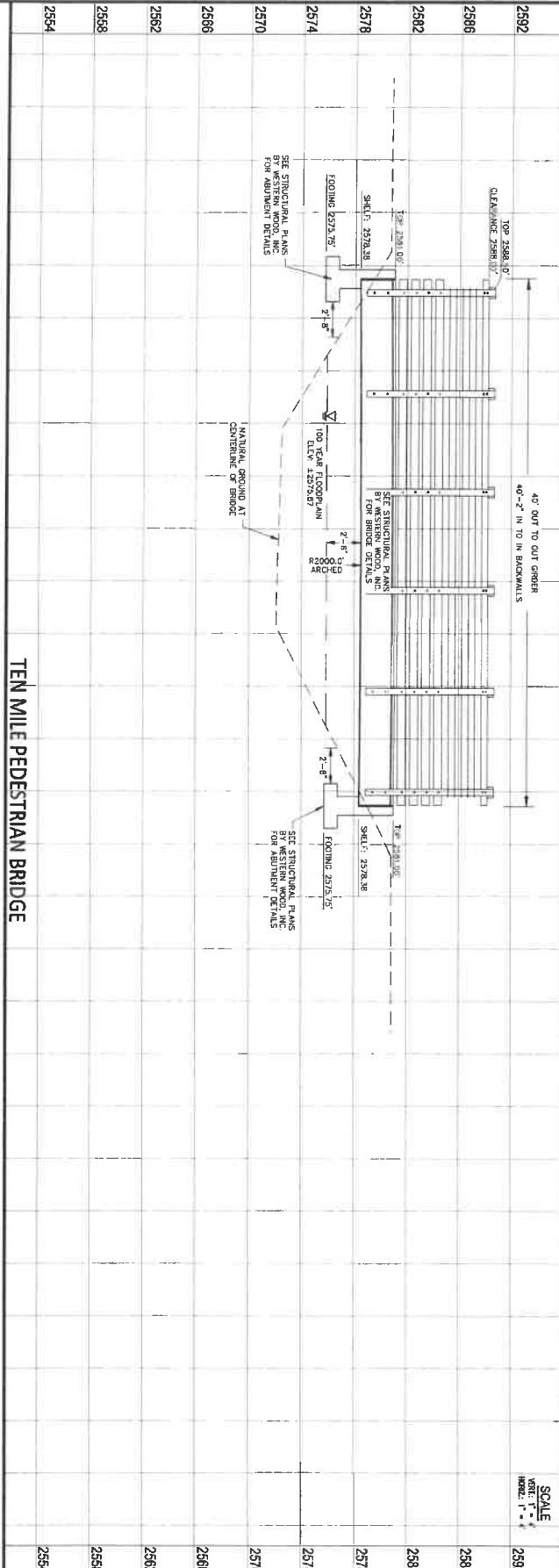
Project No.	RSC 16-09
Drawn By	EC
Date	APRIL 4, 2020
Sheet No.	1
	1 of 5





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SCALE  
VERT. 1" = 4'  
HORIZ. 1" = 4'



TEN MILE PEDESTRIAN BRIDGE

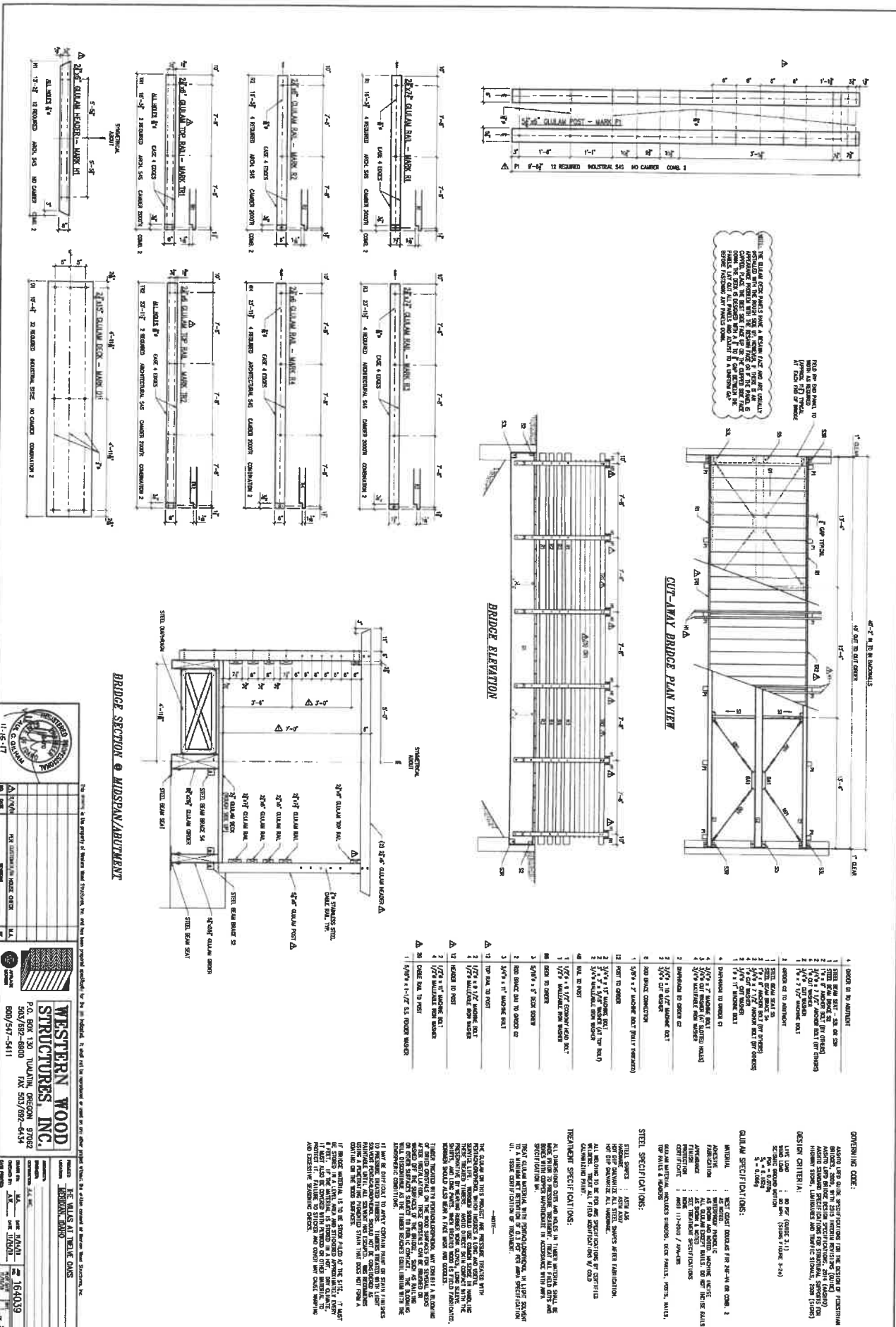
Revisions		Project Name	
Δ	Date	Description	
1			
2			
3			
4			

Project No.	REC 9-09
Drawn By	EC
Check By	
Date	APRIL 4, 2020
Sheet No.	2
2	of 5

Project Name	THE VILLAS AT TWELVE OAKS
Sheet Name	TEN MILE PEDESTRIAN BRIDGE

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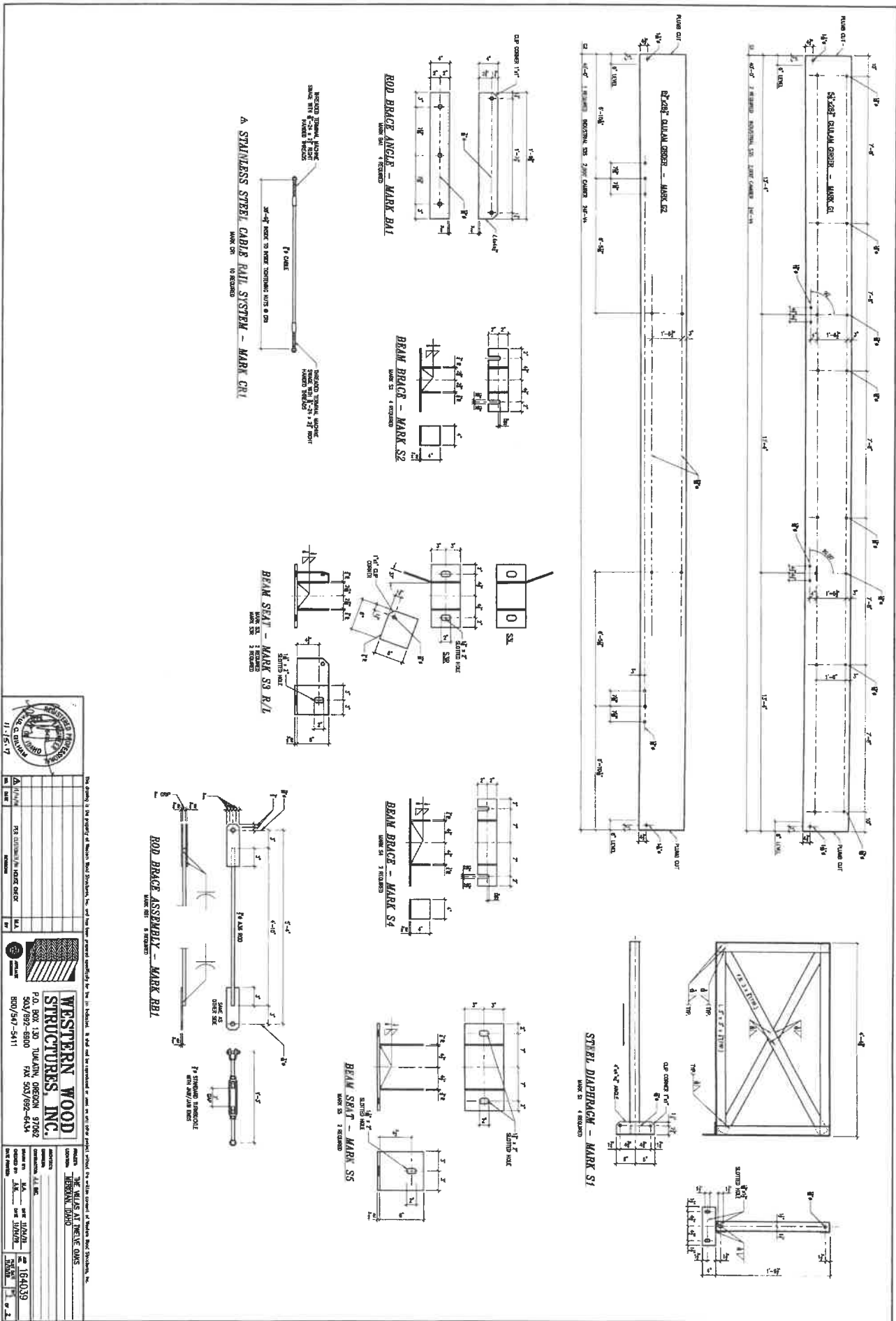


Exhibit C-1, page 4

