

PROJECT AGREEMENT

This PROJECT AGREEMENT, made and entered into this ____ day of _____, 2024, 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 City is the owner of the real property/ right of way/license (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 HUNTER LATERAL (hereinafter referred to as “ditch or lateral”) together with the real property and/or easements to convey irrigation and drainage water, to operate and maintain the ditch or lateral, 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) construct and install a new 8-inch sewer main, which will cross ten-feet (10’) below the Hunter Lateral where it crosses E. Idaho Ave., just east of the E. 2nd Street intersection and within the District’s easement for the Hunter Lateral; and 2) construct and install a new 8-inch water main, which will cross three-feet (3’) below the Hunter Lateral and placed in a sleeve where it crosses E. Idaho Ave., just east of the E. 2nd Street intersection and within the District’s easement for the Hunter Lateral, under the terms

and conditions of said Master 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, the parties hereto agree as follows:

1. City may: a) construct and install a new 8-inch sewer main, which will cross ten-feet (10') below the Hunter Lateral where it crosses E. Idaho Ave., just east of the E. 2nd Street intersection and within the District's easement for the Hunter Lateral; and b) construct and install a new 8-inch water main, which will cross three-feet (3') below the Hunter Lateral and placed in a sleeve where it crosses E. Idaho Ave., just east of the E. 2nd Street intersection and within the District's easement for the Hunter Lateral, located in Meridian, Idaho as shown in the attached project plans stated as Exhibit B-1.

2. Any construction or crossing of said ditch or lateral 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 Agreement all the covenants, conditions, and agreements of said Master Agreement unchanged except as the result of the provisions of this Project 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 _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Clinton Pline 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 _____, 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

The City owns a right of way for a water line and sewer line located within the Road right-of-way for E. Idaho Avenue in the NW1/4 of Section 7, Township 3 North, Range 1 East, B.M., Meridian, Ada County, Idaho.

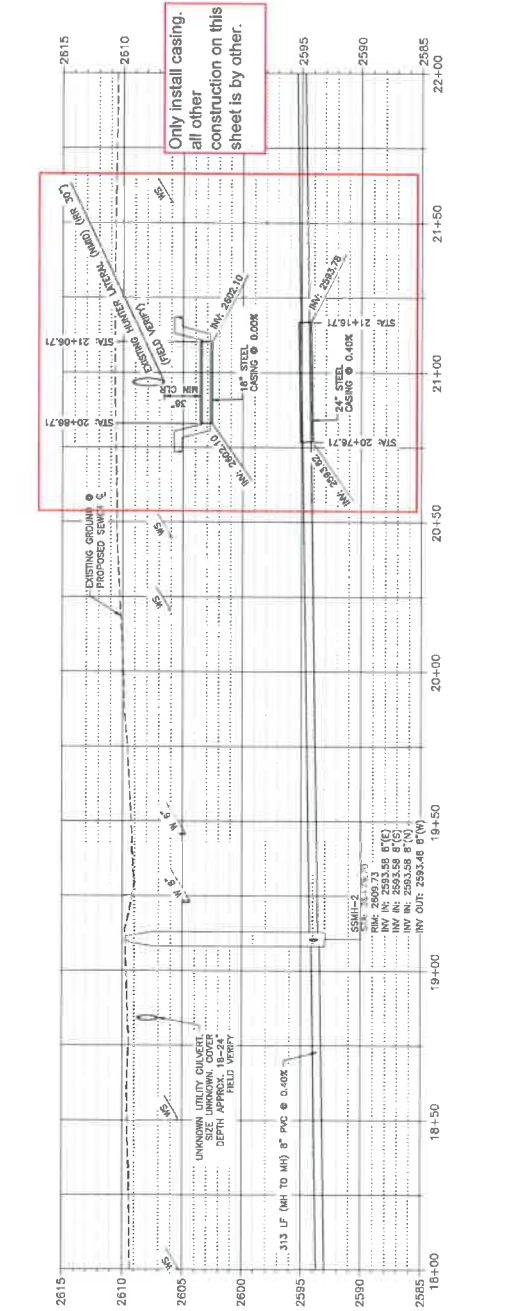
EXHIBIT B
Crossing Location

See Exhibit B-1 attached hereto.

EXHIBIT C
Special Conditions

- a. Construction of the sewer line and water line provided for in this Project Agreement shall be in the locations and in accordance with Exhibit B-1, attached hereto and by this reference made a part hereof.
- b. City shall notify the District prior to (at least 24 hours in advance) and immediately after construction so that the District or the District's engineers may inspect and approve the construction.
- c. City acknowledges that the District's easement for the ditch or lateral includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the ditch or lateral, and to access the ditch or lateral for those purposes, and that, in the location of the City's project, NMID claims a minimum easement dimension for the Hunter Lateral of 40 feet, 20 feet to either side of the centerline.
- d. Construction authorized by this Agreement shall be completed during the non-irrigation season. Construction shall not commence prior to October 15, 2023 and shall be completed prior to March 15, 2024. Time is of the essence.
- e. The duration of the permission granted by this Project Agreement shall be in perpetuity, for the life and maintenance of the encroachments including construction, operation, maintenance, repair and reconstruction.

END OF SPECIAL CONDITIONS

[illegible]

