

PROJECT/PATHWAY AGREEMENT

This PROJECT/PATHWAY 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, 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 ditches or canals known as the

FIVE MILE DRAIN AND NINE MILE DRAIN (hereinafter collectively referred to as “ditch or drain”) together with the real property and/or easement to convey irrigation and drainage water, to operate and maintain the ditch or drain, 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 pedestrian bridge across and over the Nine Mile Drain to accommodate the installation of the proposed pedestrian pathway over said bridge and within the District’s easement; and 2) to construct and install a 10’ wide asphalt pedestrian pathway for approximately 3,063 feet from the intersection of the Five Mile Drain and Nine Mile Drain, along the easement of the Five Mile Drain to its proposed end just past the southern boundary of Quartet Subdivision, and within the District’s easements for the Nine Mile Drain and Five Mile Drain, 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) 1) construct and install a pedestrian bridge across and over the Nine Mile Drain to accommodate the installation of the proposed pedestrian pathway over said bridge and within the District’s easement; and b) to construct and install a 10’ wide asphalt pedestrian pathway for approximately 3,063 feet from the intersection of the Five Mile Drain and Nine Mile Drain and extending to the northwest along the easement of the Five Mile Drain to its proposed end just past the southern boundary of Quartet Subdivision, and within the District’s easements for the Nine Mile Drain and Five Mile Drain, located in Meridian, Ada County, Idaho as shown in the attached project plans stated as Exhibit B-1.

2. Any construction of the bridge and/or pathway 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 _____, 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 _____
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's has an easement/right of way 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. 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 construction of the pathway includes a two foot (2') wide gravel shoulder on each side of the pathway with a 3:1 slope to existing grade and the existing trees along said pathway will be trimmed and/or removed as needed.

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 bridge constructed in the Nine Mile Drain by the City pursuant to this Project/Pathway Agreement, including rehabilitation or replacement of the bridge. Maintenance and repairs shall include, but not be limited to, all repairs necessary to preserve the structural integrity of the ditch or drain and its banks and unobstructed flow of water through such portion of the ditch or drain and prevent the loss of water from such portion of the ditch or drain. If the City shall fail in any respect to properly maintain and repair such portion of the ditch or drain, 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 ditch or drain includes a

sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the ditch or drain, and to access the ditch or drain for those purposes, and that, in the location of the City's project, NMID claims a minimum easement dimension for the Five Mile Drain and Nine Mile Drain of 100 feet, 50 feet to either side of the centerline.

f. Construction authorized by this Project/Pathway Agreement 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 No.: 210495

Ada County Tax ID.: S0434234020

Date: December 27, 2022

Page: 1 of 1

**PARCEL No. 1
PERMANENT EASEMENT**

A portion of that parcel of land, located in the SE1/4 of the NW1/4, of Section 34, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the west One-Quarter Corner of said Section 34, from which the Center Section Corner of said Section 34, bears S.89°16'22"E., 2641.39 feet; thence, along the south line of the NW1/4 of said Section 34,

- A) S.89°16'22"E., 1442.33 feet to the **POINT OF BEGINNING**; thence, leaving said south line,
- 1) N.42°00'46"W., 73.48 feet; thence,
 - 2) N.47°59'14"E., 14.00 feet; thence,
 - 3) S.42°00'46"E., 86.42 feet to the south line of the SE1/4 of the NW1/4 of said Section 34; thence, along said south line,
 - 4) N.89°16'22"W., 19.06 feet to the **POINT OF BEGINNING**.

The above-described permanent easement **CONTAINS** 1,119 square feet (0.03 acres), more or less.



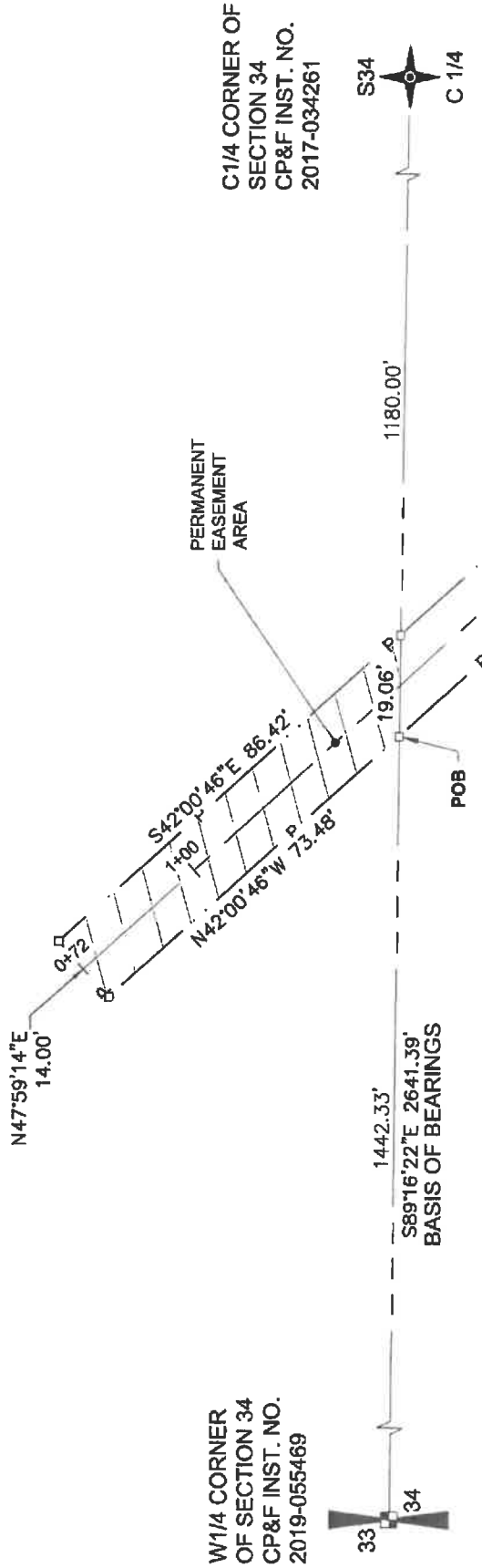
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EXHIBIT SKETCH

LOCATED IN A PORTION OF THE SE1/4 OF THE NW1/4 SECTION 34,
TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO
2022

S0434234020

NAMPA & MERIDIAN
IRRIGATION DISTRICT



210495 -V-PATHWAY_EXHIBITS.dwg DEC. 2022 210495

T-O ENGINEERS
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
PHONE: (208) 323-2288 WWW.TO-ENGINEERS.COM



Project No.: 210495
Ada County Tax ID.: S0434314900
Date: December 27, 2022
Page: 1 of 2

**PARCEL No. 2
PERMANENT EASEMENT**

A portion of that parcel of land, located in the NE1/4 of the SW1/4, of Section 34, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the west One-Quarter Corner of said Section 34, from which the Center Section Corner of said Section 34, bears S.89°16'22"E., 2641.39 feet; thence, along the North line of the SW1/4 of said Section 34,

- A) S.89°16'22"E., 1442.33 feet to the **POINT OF BEGINNING**; thence, continuing along said north line,
- 1) S.89°16'22"E., 19.06 feet; thence leaving said north line,
 - 2) S.42°00'46"E., 141.48 feet; thence,
 - 3) S.40°03'57"E., 792.98 feet to the beginning of a tangent curve; thence,
 - 4) Southeasterly along said curve to the right, having a radius of 307.00 feet, an arc length of 159.75 feet, through a central angle of 29°48'51", of which the long chord bears S.25°09'32"E., 157.95 feet to a point of tangency; thence,
 - 5) S.10°15'06"E., 350.72 feet to the beginning of a tangent curve; thence,
 - 6) Southeasterly along said curve to the left, having a radius of 213.00 feet, an arc length of 253.15 feet, through a central angle of 68°05'42", of which the long chord bears S.44°17'57"E., 238.51 feet to a point of tangency; thence,
 - 7) S.78°20'48"E., 205.44 feet; thence,
 - 8) S.89°12'48"E., 59.53 feet to the east line of the SW1/4 of said Section 34; thence, along said east line,
 - 9) S.00°44'04"W., 14.00 feet; thence, leaving said east line,



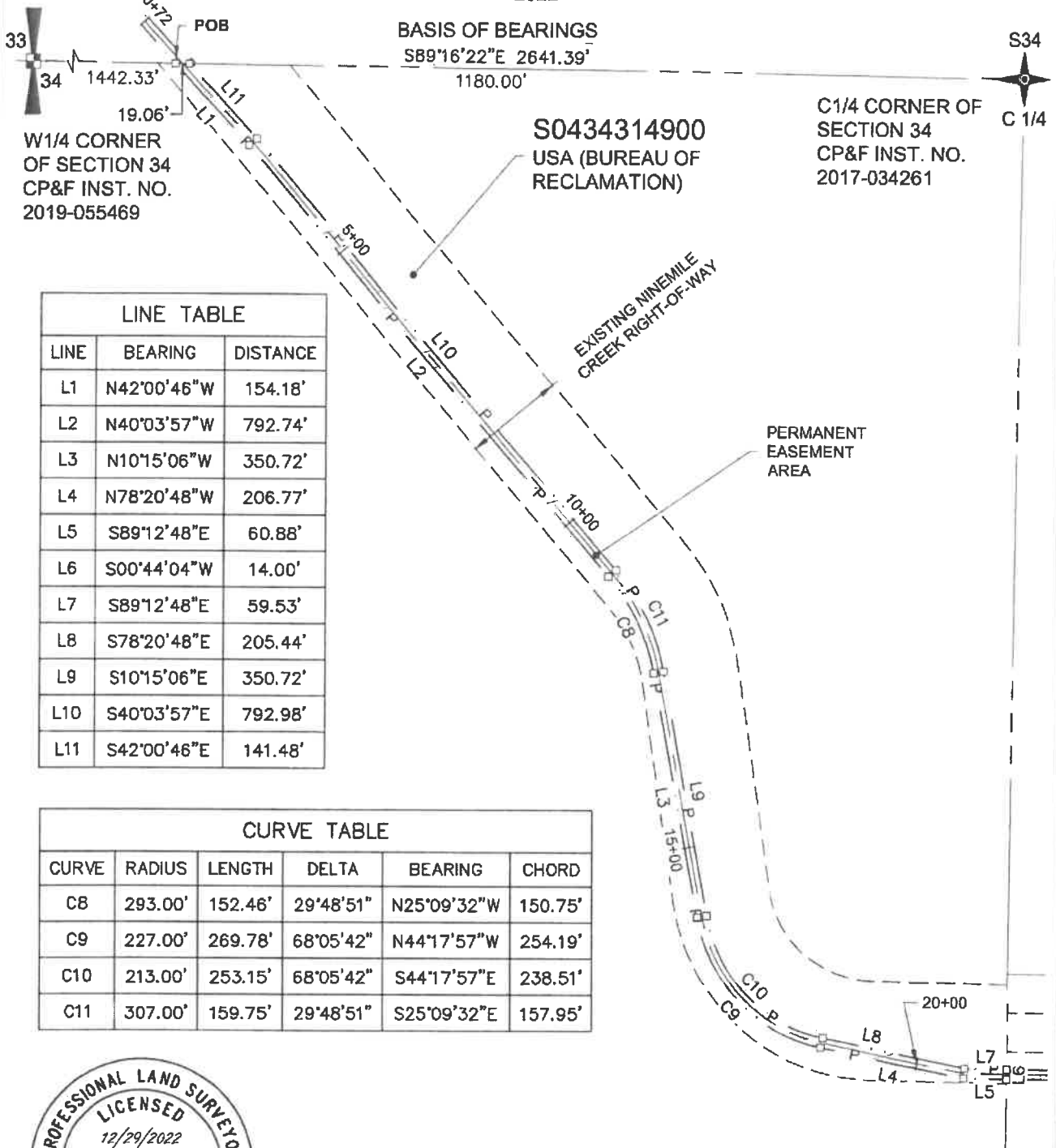
- 10) N.89°12'48"W., 60.88 feet; thence,
- 11) N.78°20'48"W., 206.77 feet to the beginning of a tangent curve; thence,
- 12) Northwesterly along said curve to the right, having a radius of 227.00 feet, an arc length of 269.78 feet, through a central angle of 68°05'42", of which the long chord bears N.44°17'57"W., 254.19 feet to a point of tangency; thence,
- 13) N.10°15'06"W., 350.72 feet to the beginning of a tangent curve; thence,
- 14) Northwesterly along said curve to the left, having a radius of 293.00 feet, an arc length of 152.46 feet, through a central angle of 29°48'51", of which the long chord bears N.25°09'32"W., 150.75 feet to a point of tangency; thence,
- 15) N.40°03'57"W., 792.74 feet; thence,
- 16) N.42°00'46"W., 154.18 feet to the **POINT OF BEGINNING.**

The above-described permanent easement **CONTAINS** 27,655 square feet (0.63 acres), more or less.



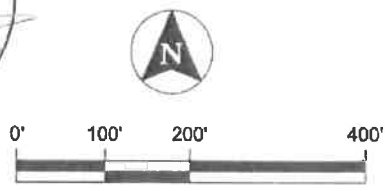
EXHIBIT SKETCH

LOCATED IN A PORTION OF THE NE1/4 OF THE SW1/4 SECTION 34,
TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO
2022



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N42°00'46"W	154.18'
L2	N40°03'57"W	792.74'
L3	N10°15'06"W	350.72'
L4	N78°20'48"W	206.77'
L5	S89°12'48"E	60.88'
L6	S00°44'04"W	14.00'
L7	S89°12'48"E	59.53'
L8	S78°20'48"E	205.44'
L9	S10°15'06"E	350.72'
L10	S40°03'57"E	792.98'
L11	S42°00'46"E	141.48'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C8	293.00'	152.46'	29°48'51"	N25°09'32"W	150.75'
C9	227.00'	269.78'	68°05'42"	N44°17'57"W	254.19'
C10	213.00'	253.15'	68°05'42"	S44°17'57"E	238.51'
C11	307.00'	159.75'	29°48'51"	S25°09'32"E	157.95'



210495-V-PATHWAY EXHIBITS.dwg DEC. 2022 210495

T-O ENGINEERS
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
PHONE: (208) 323-2288 WWW.TO-ENGINEERS.COM

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Project No.: 210495
Ada County Tax ID.: S0434438600
Date: December 27, 2022
Page: 1 of 2

**PARCEL No. 3
PERMANENT EASEMENT**

A portion of that parcel of land, located in the SW1/4 of the SE1/4, of Section 34, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the Center Section Corner of said Section 34, from which the South One-Quarter Corner of said Section 34, bears S.00°44'04"W., 2636.02 feet; thence, along the west line of the SE1/4 of said Section 34,

- A) S.00°44'04"W., 1398.23 feet to the **POINT OF BEGINNING**; thence, leaving said west line,
 - 1) S.89°12'48"E., 456.36 feet to the beginning of a tangent curve; thence,
 - 2) Southeasterly along said curve to the right, having a radius of 257.00 feet, an arc length of 166.25 feet, through a central angle of 37°03'52", of which the long chord bears S.70°40'52"E., 163.37 feet to a point of tangency; thence,
 - 3) S.52°08'56"E., 132.53 feet to the beginning of a tangent curve; thence,
 - 4) Southeasterly along said curve to the left, having a radius of 93.00 feet, an arc length of 54.34 feet, through a central angle of 33°28'37", of which the long chord bears S.68°53'15"E., 53.57 feet to a point of non-tangency; thence,
 - 5) S.00°43'12"W., 14.02 feet to the beginning of a non-tangent curve; thence,
 - 6) Northwesterly along said curve to the right, having a radius of 107.00 feet, an arc length of 63.41 feet, through a central angle of 33°57'20", of which the long chord bears N.69°07'36"W., 62.49 feet to a point of tangency; thence,
 - 7) N.52°08'56"W., 132.53 feet to the beginning of a tangent curve; thence,
 - 8) Northwesterly along said curve to the left, having a radius of 243.00 feet, an arc length of 157.20 feet, through a central angle of 37°03'52", of which the long chord bears N.70°40'52"W., 154.47 feet to a point of tangency; thence,



- 9) N.89°12'48"W., 456.35 feet to the west line of the SE1/4 of said Section 34; thence, along said west line,
- 10) N.00°44'04"E., 14.00 feet to the **POINT OF BEGINNING**.

The above-described permanent easement **CONTAINS 11,331 square feet (0.26 acres)**, more or less.



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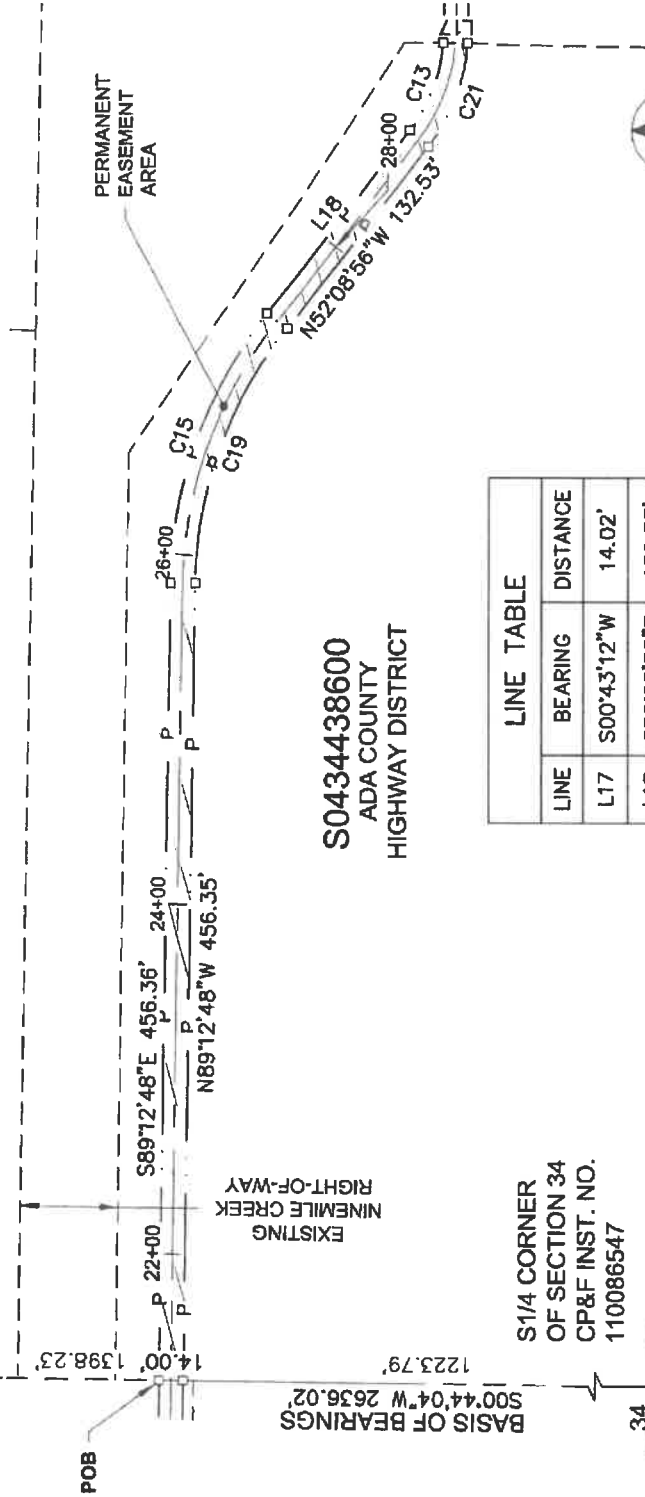
EXHIBIT SKETCH (B)

LOCATED IN A PORTION OF THE SW1/4 OF THE SE1/4 SECTION 34,
TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO
2022

C1/4 CORNER OF
SECTION 34
S34
CP&F INST. NO.
2017-034261



C 1/4



S04344438600
ADA COUNTY
HIGHWAY DISTRICT

LINE TABLE

LINE	BEARING	DISTANCE
L17	S00°43'12"W	14.02'
L18	S52°08'56"E	132.53'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C13	93.00'	54.34'	33°28'37"	S68°53'15"E	53.57'
C15	257.00'	166.25'	37°03'52"	S70°40'52"E	163.37'
C19	243.00'	157.20'	37°03'52"	N70°40'52"W	154.47'
C21	107.00'	63.41'	33°57'20"	N69°07'36"W	62.49'

S1/4 CORNER
OF SECTION 34
CP&F INST. NO.
110086547



34 03

BASIS OF BEARINGS
S00°44'04"W 2636.02'
1223.79'



210495-V-PATHWAY_EXHIBITS.dwg DEC. 2022 210495

T-O ENGINEERS
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
PHONE: (208) 323-2288 WWW.TO-ENGINEERS.COM





Project No.: 210495
Ada County Tax ID.: S0434449610
Date: December 27, 2022
Page: 1 of 2

**PARCEL No. 4
PERMANENT EASEMENT**

A portion of that parcel of land, located in the SW1/4 of the SE1/4, of Section 34, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the Center Section Corner of said Section 34, from which the South One-Quarter Corner of said Section 34, bears S.00°44'04"W., 2636.02 feet; thence, along the west line of the SE1/4 of said Section 34,

- A) S.00°44'04"W., 1596.52 feet; thence, leaving said west line,
- B) S.89°15'55"E., 767.12 feet to the southwesterly Ninemile Creek right-of-way; thence along said right of way
- C) N.00°43'12"E., 33.15 feet to the **POINT OF BEGINNING**; thence, continuing along said southwesterly right-of-way,
 - 1) N.00°43'12"E., 14.02 feet to the beginning of a non-tangent curve; thence, leaving said southwesterly right-of-way,
 - 2) Southeasterly along said curve to the left, having a radius of 93.00 feet, an arc length of 6.19 feet, through a central angle of 3°48'50", of which the long chord bears S.87°31'58"E., 6.19 feet to a point of tangency; thence,
 - 3) S.89°26'23"E., 59.36 feet to the beginning of a tangent curve; thence,
 - 4) Northeasterly along said curve to the left, having a radius of 673.00 feet, an arc length of 131.87 feet, through a central angle of 11°13'36", of which the long chord bears N.84°56'49"E., 131.66 feet to a point of non-tangency; thence,
 - 5) S.10°18'19"E., 2.01 feet to the beginning of a non-tangent curve; thence,
 - 6) Southwesterly along said curve to the left, having a radius of 140.69 feet, an arc length of 73.80 feet, through a central angle of 30°03'19", of which the long chord bears S.61°16'10"W., 72.96 feet to a point of non-tangency, on the north



line of Lot 4, Block 2 of McNelis Subdivision, Instrument No. 108035323; thence, along said north line,

- 7) S.81°07'36"W., 1.20 feet to the beginning of a non-tangent curve; thence, leaving said north line,
- 8) Northwesterly along said curve to the left, having a radius of 23.00 feet, an arc length of 26.71 feet, through a central angle of 66°32'09", of which the long chord bears N.59°53'50"W., 25.23 feet to a point of reverse curvature; thence,
- 9) Northwesterly along said curve to the right, having a radius of 687.00 feet, an arc length of 44.67 feet, through a central angle of 3°43'31", of which the long chord bears S.88°41'51"W., 44.66 feet to a point of tangency; thence,
- 10) N.89°26'23"W., 59.36 feet to the beginning of a tangent curve; thence,
- 11) Northwesterly along said curve to the right, having a radius of 107.00 feet, an arc length of 6.23 feet, through a central angle of 3°20'07", of which the long chord bears N.87°46'20"W., 6.23 feet to the **POINT OF BEGINNING**.

The above-described permanent easement **CONTAINS** 2,659 square feet (0.06 acres), more or less.



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EXHIBIT SKETCH

LOCATED IN A PORTION OF THE SW1/4 OF THE SE1/4 SECTION 34,
TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO
2022

S34

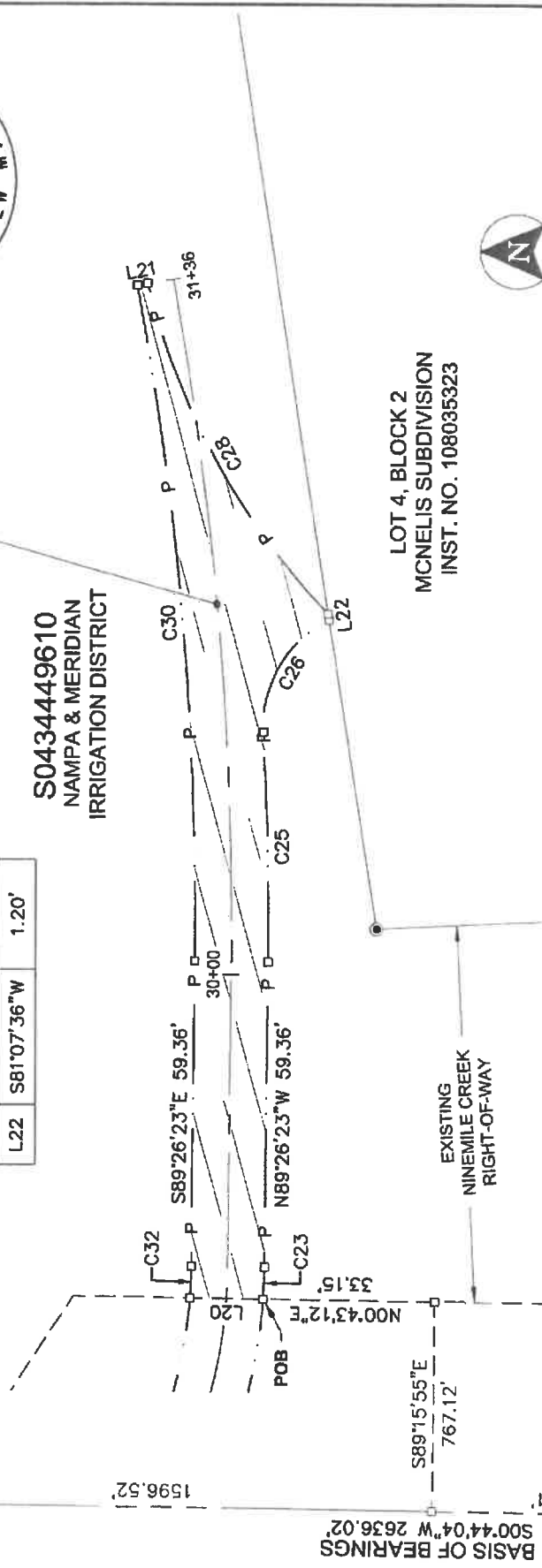


C 1/4
SECTION 34
CP&F INST. NO.
2017-034261

LINE TABLE		
LINE	BEARING	DISTANCE
L20	N00°43'12"E	14.02'
L21	S10°18'19"E	2.01'
L22	S81°07'36"W	1.20'

S0434449610
NAMPA & MERIDIAN
IRRIGATION DISTRICT

PERMANENT
EASEMENT
AREA

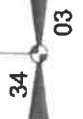


LOT 4, BLOCK 2
MCNELIS SUBDIVISION
INST. NO. 108035323

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD
C23	107.00'	6.23'	3°20'07"	6.23'
C25	687.00'	44.67'	3°43'31"	44.66'
C26	23.00'	26.71'	66°32'09"	25.23'
C28	140.69'	73.80'	30°03'19"	72.96'
C30	673.00'	131.87'	11°13'36"	131.66'
C32	93.00'	6.19'	3°48'50"	6.19'

S 1/4 CORNER
OF SECTION 34
CP&F INST. NO.
110086547

34



T-O ENGINEERS
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
PHONE: (208) 323-2288
WWW.TO-ENGINEERS.COM

210485-V-PATHWAY_EXHIBITS.dwg DEC. 2022 210485



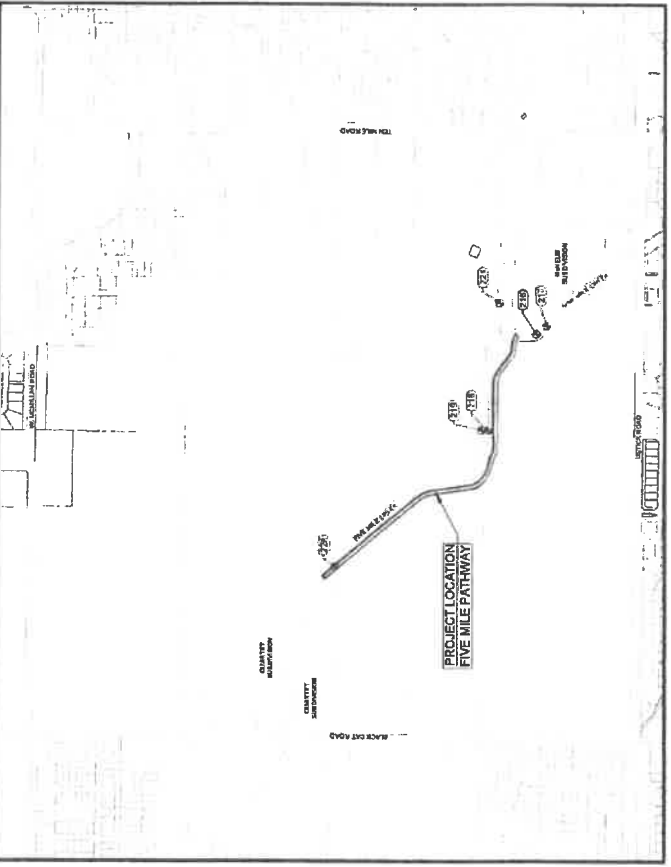
SHEET LIST TABLE

SHEET NO.	SHEET TITLE
1	COVER
2	GENERAL NOTES
3	PROJECT LOCATION
4	PROJECT VERTICAL CONTROL
5	PROJECT VERTICAL CONTROL (CONT.)
6	PROJECT VERTICAL CONTROL (CONT.)
7	PROJECT VERTICAL CONTROL (CONT.)
8	PROJECT VERTICAL CONTROL (CONT.)
9	PROJECT VERTICAL CONTROL (CONT.)
10	PROJECT VERTICAL CONTROL (CONT.)
11	PROJECT VERTICAL CONTROL (CONT.)
12	PROJECT VERTICAL CONTROL (CONT.)
13	PROJECT VERTICAL CONTROL (CONT.)
14	PROJECT VERTICAL CONTROL (CONT.)
15	PROJECT VERTICAL CONTROL (CONT.)
16	PROJECT VERTICAL CONTROL (CONT.)
17	PROJECT VERTICAL CONTROL (CONT.)
18	PROJECT VERTICAL CONTROL (CONT.)
19	PROJECT VERTICAL CONTROL (CONT.)
20	PROJECT VERTICAL CONTROL (CONT.)

T-O ENGINEERS
CONSULTING ENGINEERS, ARCHITECTS & PLANNERS
300 423 1203 | WEST CHESTER, PA 19380
301 S. 11TH STREET, 2ND FLOOR
WEST CHESTER, PA 19380
KIMBLE GROUP, INC. PROJECT #19-1158-000

CONSTRUCTION DRAWINGS FOR:
FIVE MILE PATHWAY
COVER

Digitally signed by Peter M Szobonya
Date: 2023.01.24 13:12:56-07'00'



PROJECT CONTROL

POINT	HORIZONTAL DATA	ELEVATION	DESCRIPTION
(21)	718739.98	24232.53	FOUND SP REBARNO CAP
(22)	718738.58	24237.19	FOUND SP REBARNO TYP
(23)	718738.58	24138.14	FOUND SP REBARNO CAP
(24)	718738.58	24138.14	FOUND SP REBARNO TYP
(25)	718738.58	24138.14	FOUND SP REBARNO CAP
(26)	720650.09	24125.25	FOUND SP REBARNO TYP
(27)	720650.09	24125.25	FOUND SP REBARNO CAP

PROJECT VERTICAL CONTROL

ALL POINTS ARE ACCESSIBLE TO THE CONSTRUCTION SITE. THE POINTS ARE TO BE USED TO CONTROL THE VERTICAL CURVE. THE POINTS ARE TO BE USED TO CONTROL THE VERTICAL CURVE. THE POINTS ARE TO BE USED TO CONTROL THE VERTICAL CURVE.

GENERAL NOTES

1. THE CONTRACTOR SHALL MAINTAIN ALL ACCESS TO UTILITIES AND EXISTING STRUCTURES UNLESS OTHERWISE INDICATED ON THIS DRAWING.
2. THE CONTRACTOR SHALL MAINTAIN ALL ACCESS TO UTILITIES AND EXISTING STRUCTURES UNLESS OTHERWISE INDICATED ON THIS DRAWING.
3. THE CONTRACTOR SHALL MAINTAIN ALL ACCESS TO UTILITIES AND EXISTING STRUCTURES UNLESS OTHERWISE INDICATED ON THIS DRAWING.
4. THE CONTRACTOR SHALL MAINTAIN ALL ACCESS TO UTILITIES AND EXISTING STRUCTURES UNLESS OTHERWISE INDICATED ON THIS DRAWING.
5. THE CONTRACTOR SHALL MAINTAIN ALL ACCESS TO UTILITIES AND EXISTING STRUCTURES UNLESS OTHERWISE INDICATED ON THIS DRAWING.

SURVEY NOTE

ALL SURVEYING ACCESSORIES TO THE SURVEY SHALL BE KEPT AT THE SURVEY SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF THE SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF THE SURVEY.

Exhibit D-1, page 1

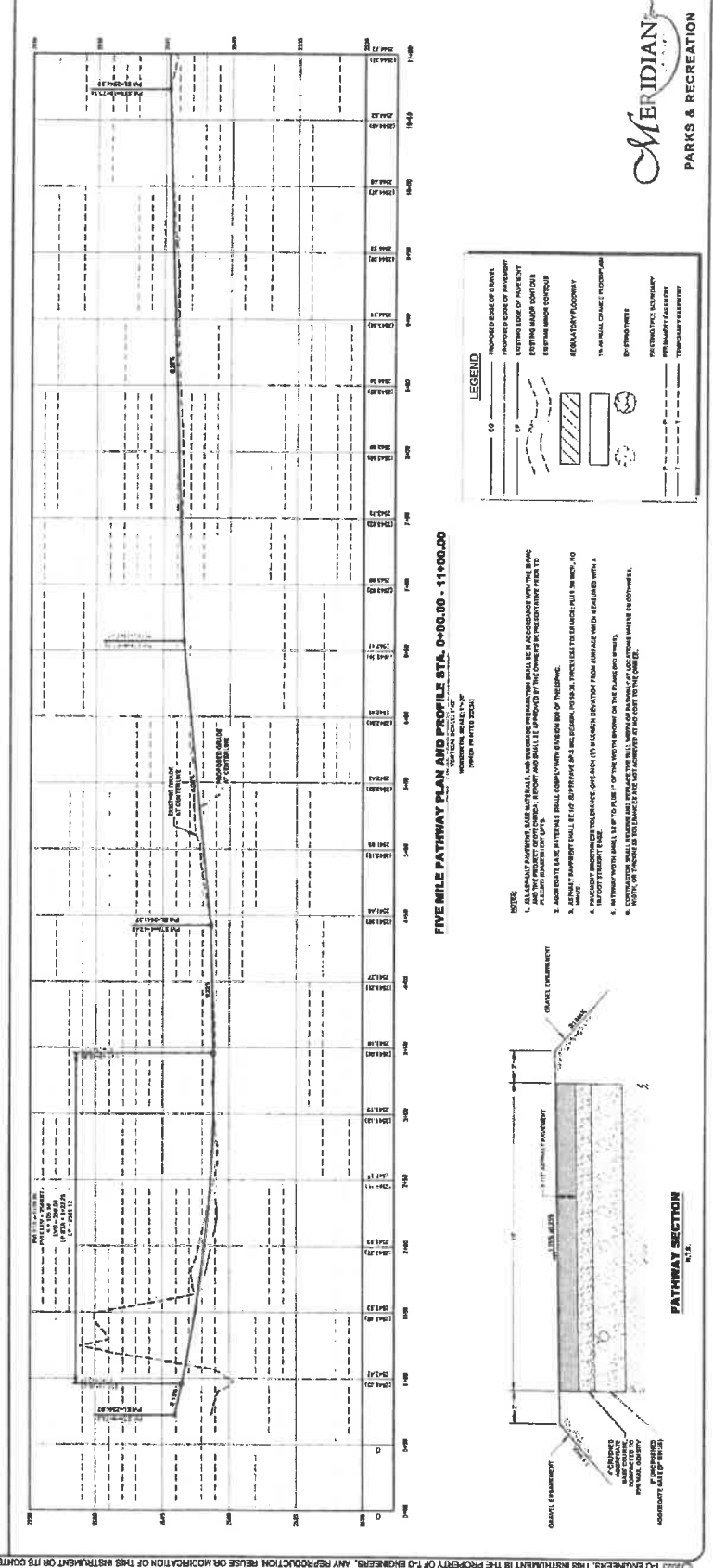
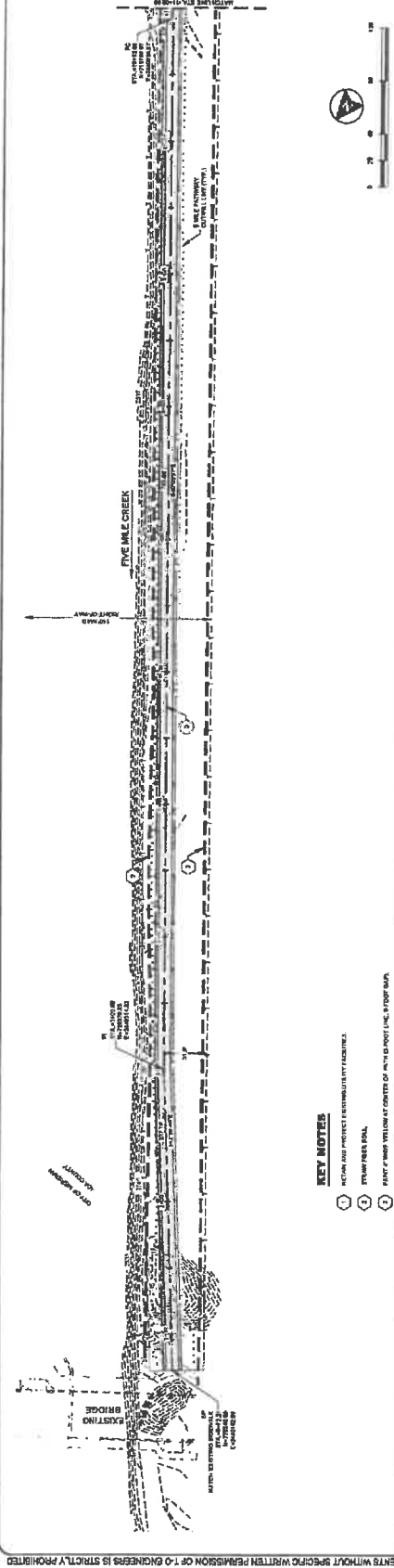


Exhibit D-1, page 2



NO.	DATE	DESCRIPTION
01	07/24/23	ISSUED FOR PERMIT
02		
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T-O ENGINEERS
 CONSULTING ENGINEERS, ARCHITECTS & LANDSCAPERS
 3000 W. WOODRIDGE AVENUE, SUITE 200
 ANN ARBOR, MICHIGAN 48106
 PHONE: 734.769.1234
 FAX: 734.769.1235
 WWW.T-OENGINEERS.COM

CONSTRUCTION DRAWINGS FOR:
FIVE MILE PATHWAY
 SITE LAYOUT STA. 22+00.00 - STA. 33+00.00

DATE: 07/24/23
 DRAWN BY: J. BROWN
 CHECKED BY: M. SMITH
 SCALE: AS SHOWN
 SHEET: 4 OF 6

KEY NOTES

1. RETAIN WALLS INDICATED BY HATCHING PATTERNS.
2. EXISTING UTILITIES SHOWN BY DASHED LINES. VERIFY DEPTHS AND LOCATIONS BY FIELD SURVEY.
3. EXISTING TREES TO BE PRESERVED AND PROTECTED BY EROSION CONTROL MEASURES.
4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

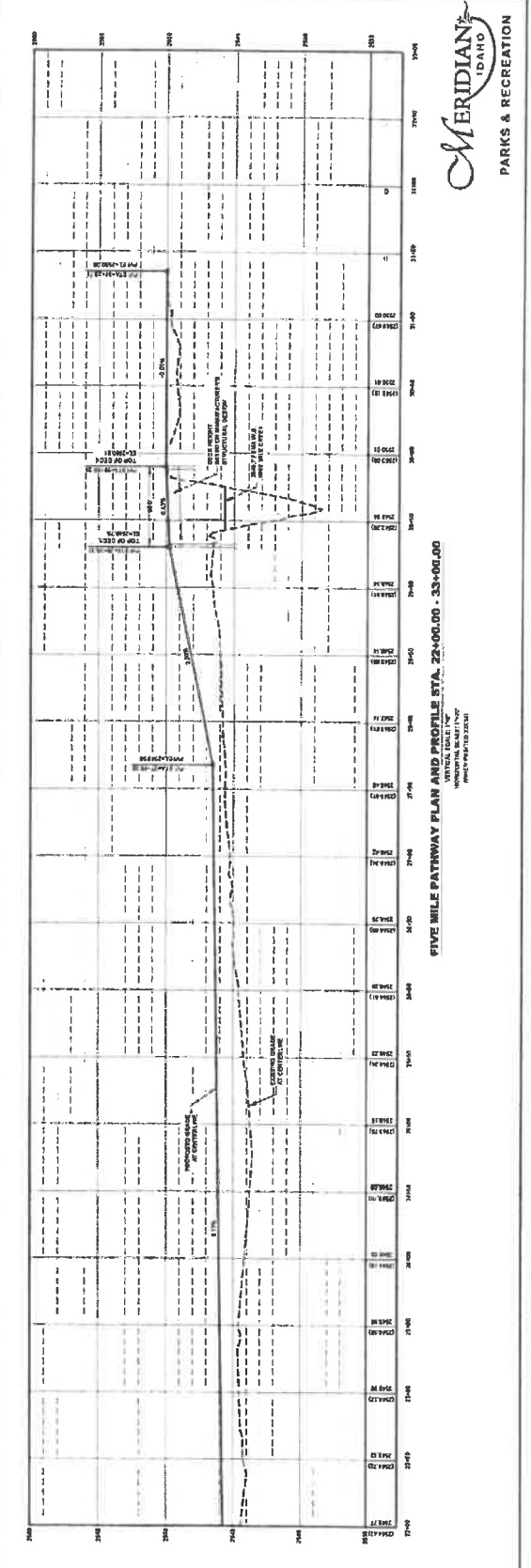
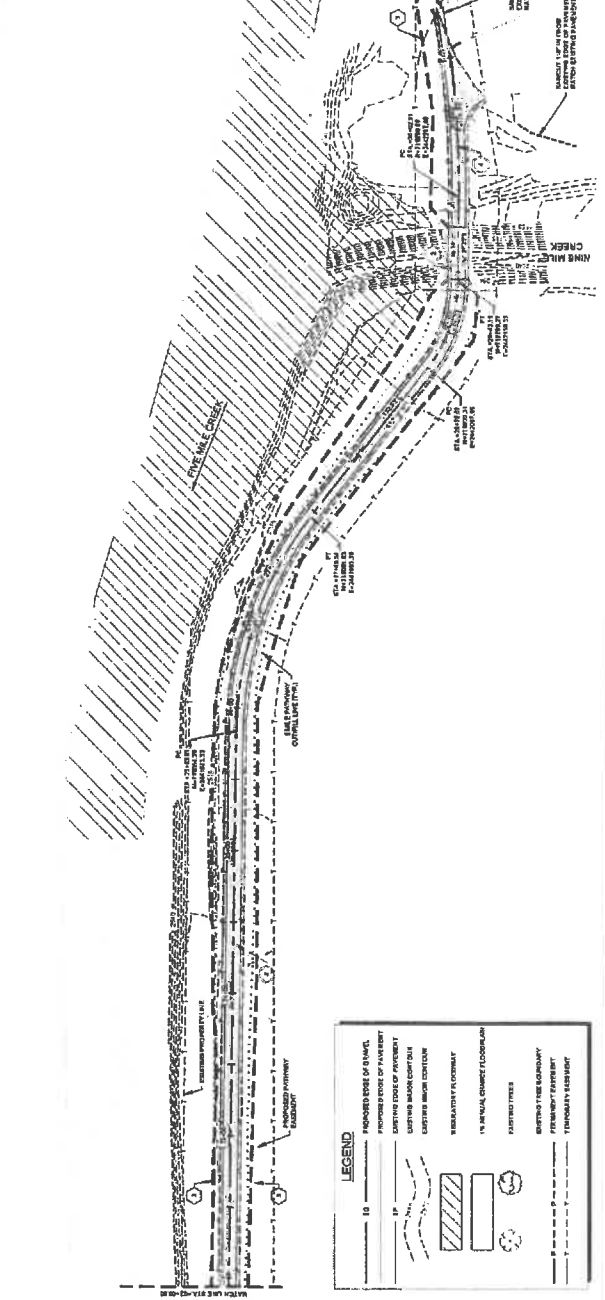


Exhibit D-1, page 4

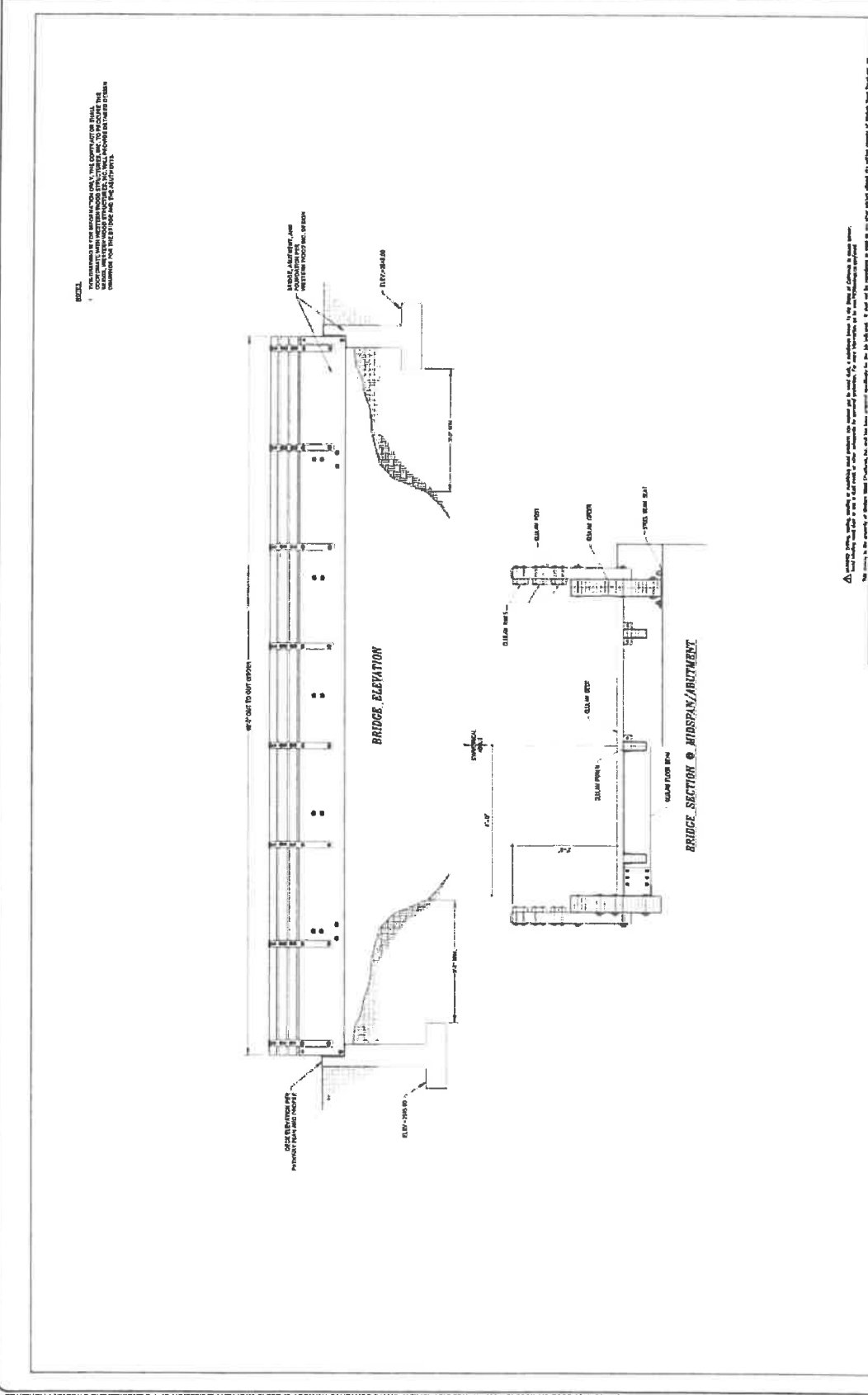


NO.	DATE	BY	DESCRIPTION
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T.O. ENGINEERS
 CONSULTING ENGINEERS, SURVEYORS & PLANNERS
 121 E. BROADWAY
 SUITE 1000
 NEW YORK, NY 10004
 TEL: (212) 260-1234
 FAX: (212) 260-1235
 WWW: TOENGINEERS.COM

CONSTRUCTION DRAWINGS FOR:
FIVE MILE PATHWAY
BRIDGE DETAILS - SHEET 1

DATE: 11/20/11
 DRAWN BY: J.B.
 CHECKED BY: J.B.
 SCALE: AS SHOWN
 SHEET NO.: 5 OF 6



WESTERN WOOD STRUCTURES, INC.
 P.O. BOX 130, TUMACACI, OREGON 97522
 TEL: 503/325-4400 FAX: 503/325-4604
 800/943-5411

WESTERN WOOD STRUCTURES, INC. is a member of the Western Wood Products Association. We are proud to be a part of this organization and its commitment to quality and safety. We are committed to providing the highest quality products and services to our customers. We are committed to the safety of our workers, our customers, and the environment. We are committed to the highest standards of quality and safety. We are committed to the highest standards of quality and safety.

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Exhibit D-1, page 5

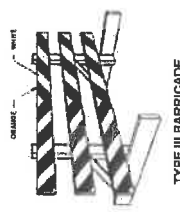
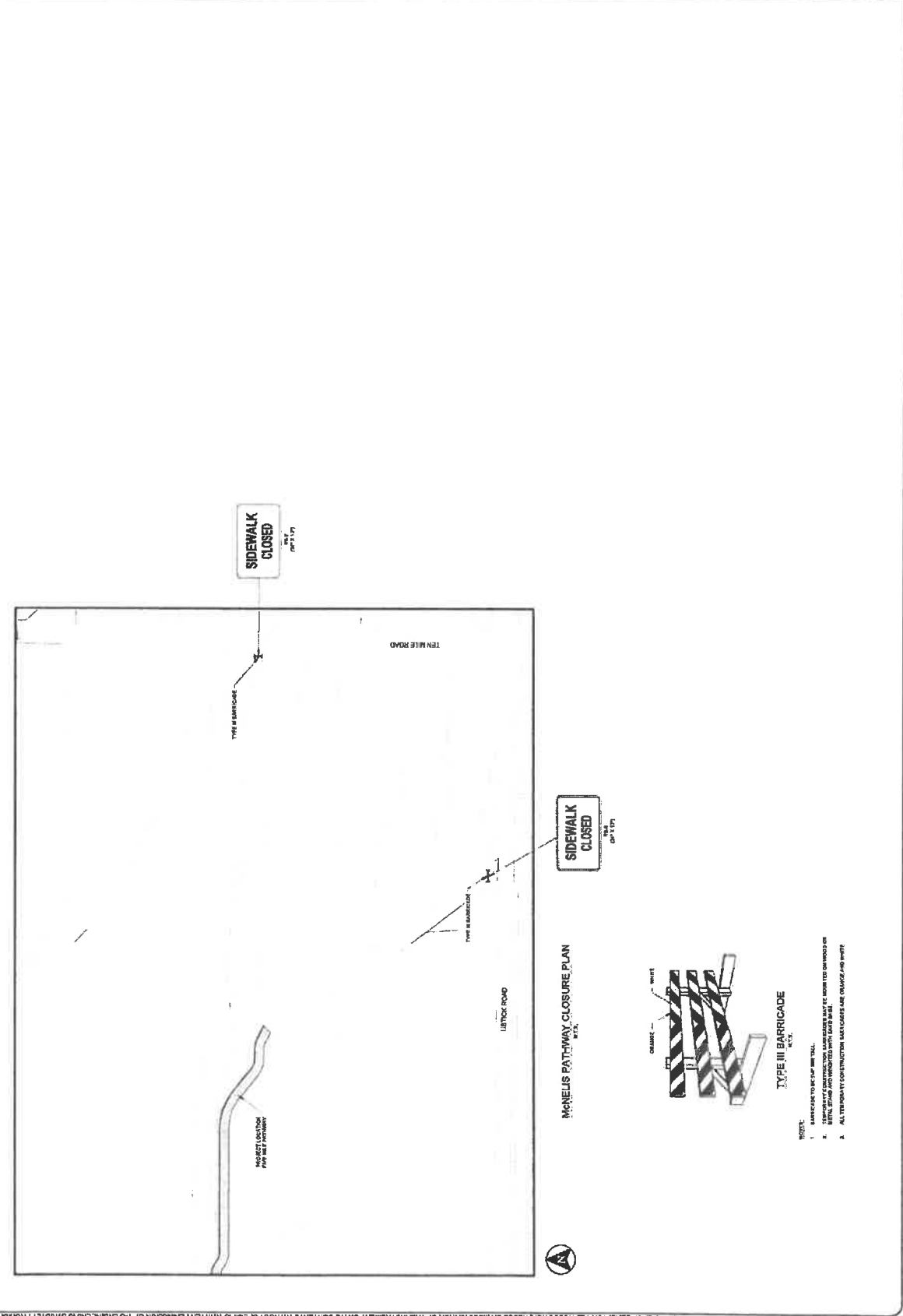


NO.	DATE	BY

T-O ENGINEERS
 CONSULTING ENGINEERS, ARCHITECTS & PLANNERS
 115 E. 6th Street
 Minneapolis, MN 55402
 TEL: 612.442.4200 | WWW.T-OENGINEERS.COM

CONSTRUCTION DRAWINGS FOR:
FIVE MILE PATHWAY
 PATHWAY CLOSURE

DATE: 08/15/2017
 DRAWN BY: MTC
 CHECKED BY: MTC
 SCALE: AS SHOWN
 SHEET NO: 6 OF 6



- NOTES:**
- 1. BARRICADES TO BE 48" HIGH.
 - 2. TOP SURFACE OF BARRICADES SHALL BE FINISHED ON WOOD OR STEEL.
 - 3. ALL TEMPORARY CONSTRUCTION MATERIALS ARE TO BE REMOVED AND Hauled AWAY.

Exhibit D-1, page 6