

AGREEMENT

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, 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 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: 1) a 10' wide pedestrian pathway within the District’s 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: 1) a 10' wide pedestrian pathway within the District's easement for the Ten Mile Drain, within Foxcroft Subdivision No. 3, located 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 name to be subscribed and the Licensee has caused its name to be subscribed by its duly authorized officer, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By _____
Greg Curtis, Water Superintendent

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 GREG CURTIS, known to me to be the Water Superintendent 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: _____

EXHIBIT A
Legal Description

A right-of-way/easement located at or near Foxcroft Subdivision No. 3 in the SW1/4 of the NE1/4 of Section 10, 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, pedestrian bridge and landscaping 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 Ten Mile 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 said purposes, and is a minimum of 100 feet, 50 feet on either side of the centerline of the ditch or drain facing downstream.
- c. Construction shall be completed one year from the date of this agreement. Time if of the essence.

Description for
Pathway Easement
Foxcroft Subdivision No. 3
March 20, 2024

A portion of the Southwest 1/4 of the Northeast 1/4 of Section 10, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho more particularly described as follows:

Easement 1

Commencing at the East 1/4 corner of said Section 10 from which the Center 1/4 corner of said Section 10 bears, North 89°36'02" West, 2655.68 feet; thence on the east-west centerline of said Section 10, North 89°36'02" West, 1327.84 feet to the Center-East 1/16 corner of said Section 10; thence on the east boundary line of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 10, North 00°03'48" East, 609.34 feet to the **POINT OF BEGINNING**;

thence leaving said east boundary line, North 89°45'12" West, 19.84 feet;

thence North 86°52'23" West, 78.88 feet;

thence South 89°14'16" West, 506.04 feet;

thence North 66°57'48" West, 62.84 feet;

thence North 13°54'29" West, 37.51 feet to the north boundary line of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 10;

thence on said north boundary line, South 89°37'19" East, 14.45 feet;

thence leaving said north boundary line, South 13°54'29" East, 17.97 feet;

thence South 40°26'08" East, 16.08 feet;

thence South 66°57'48" East, 33.43 feet;

thence South 79°19'35" East, 21.34 feet;

thence North 89°14'16" East, 551.43 feet;



thence South 85°32'14" East, 39.27 feet to the east boundary line of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 10;

thence on said east boundary line, South 00°03'48" West, 16.13 feet to the **POINT OF BEGINNING**.

Containing 10,014 square feet or 0.230 acres, more or less.

AND

Easement 2

Commencing at the East 1/4 corner of said Section 10 from which the Center 1/4 corner of said Section 10 bears, North 89°36'02" West, 2655.68 feet; thence on the east-west centerline of said Section 10, North 89°36'02" West, 1327.84 feet to the Center-East 1/16 corner of said Section 10; thence on the east boundary line of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 10, North 00°03'48" East, 439.60 feet to the **POINT OF BEGINNING**;

thence leaving said east boundary line, North 89°56'12" West, 111.70 feet;

thence 21.46 feet along the arc of curve to the left having a radius of 73.50 feet, a central angle of 16°43'39" and a long chord which bears North 20°39'00" West, 21.38 feet;

thence South 89°56'12" East, 100.19 feet;

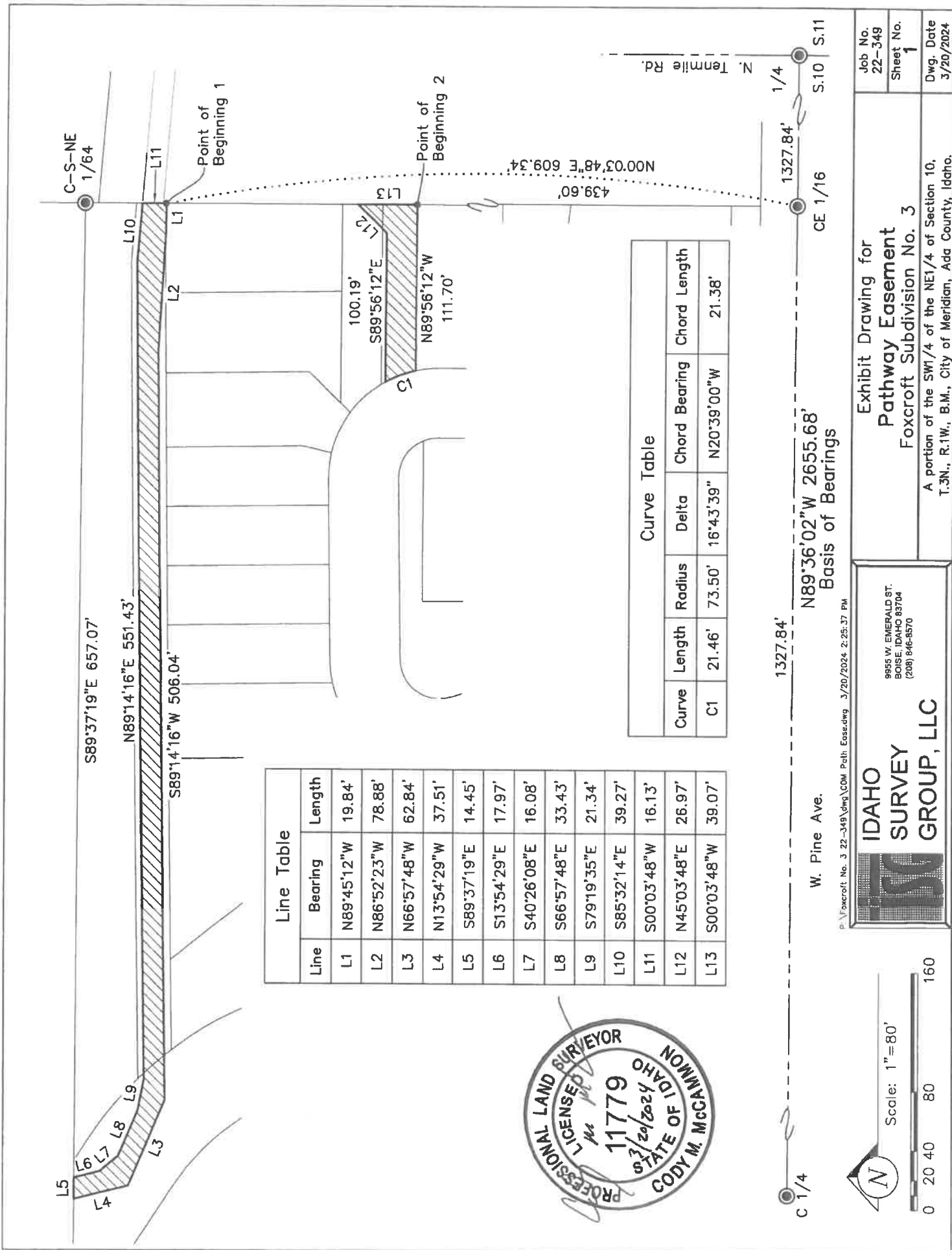
thence North 45°03'48" East, 26.97 feet to the east boundary line of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 10;

thence on said east boundary line, South 00°03'48" West, 39.07 feet to the **POINT OF BEGINNING**.

Containing 2,480 square feet or 0.057 acres, more or less.

End of Description





Line Table		
Line	Bearing	Length
L1	N89°45'12"W	19.84'
L2	N86°52'23"W	78.88'
L3	N66°57'48"W	62.84'
L4	N13°54'29"W	37.51'
L5	S89°37'19"E	14.45'
L6	S13°54'29"E	17.97'
L7	S40°26'08"E	16.08'
L8	S66°57'48"E	33.43'
L9	S79°19'35"E	21.34'
L10	S85°32'14"E	39.27'
L11	S00°03'48"W	16.13'
L12	N45°03'48"E	26.97'
L13	S00°03'48"W	39.07'

Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	21.46'	73.50'	16°43'39"	N20°39'00"W	21.38'

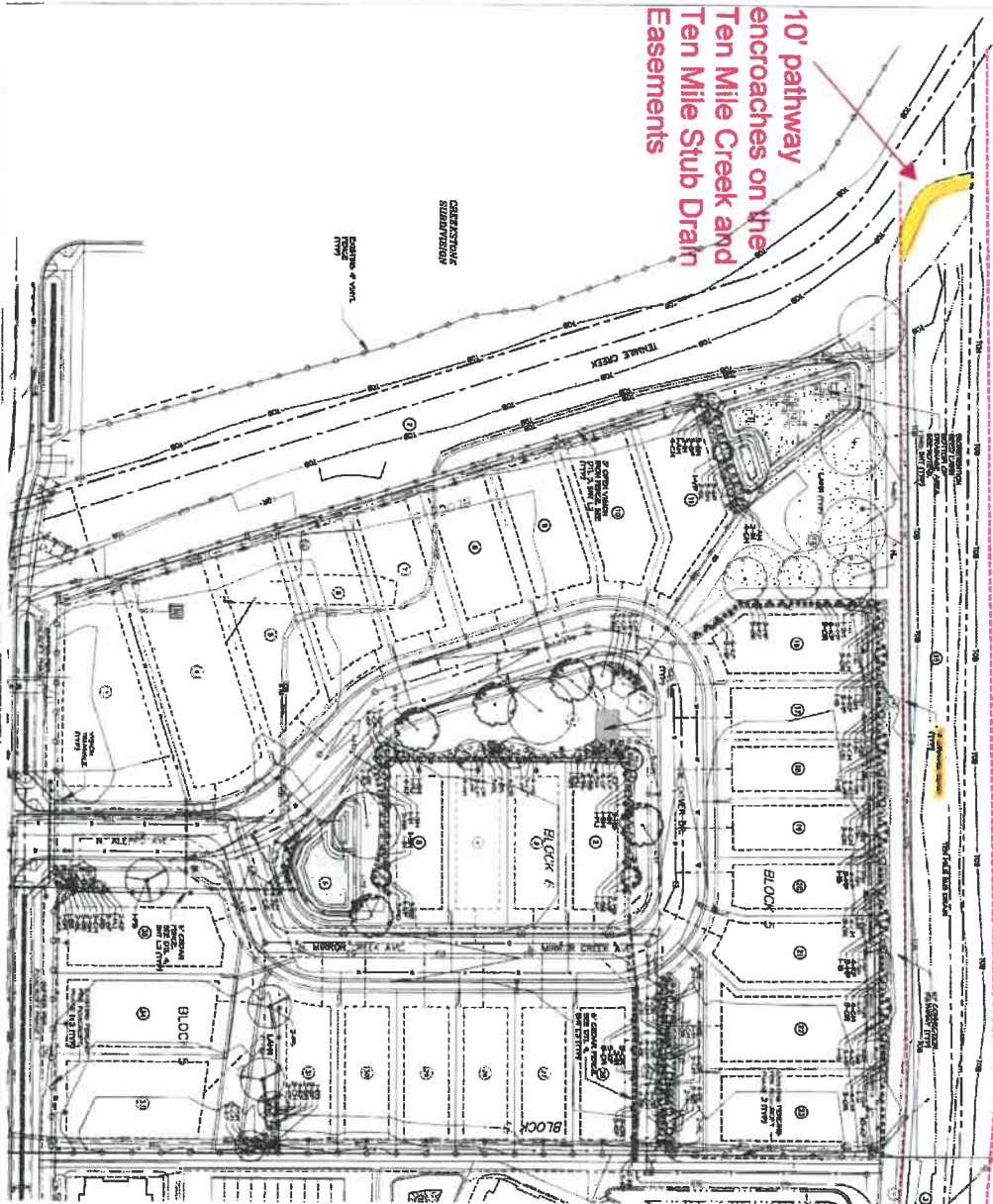


IDAHO SURVEY GROUP, LLC
 9955 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 846-8570

Exhibit Drawing for
Pathway Easement
 Foxcroft Subdivision No. 3
 A portion of the SW 1/4 of the NE 1/4 of Section 10,
 T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

Job No. 22-349
 Sheet No. 1
 Dwg. Date 3/20/2024

10' pathway
encroaches on the
Ten Mile Creek and
Ten Mile Stub Drain
Easements



PLANT SCHEDULE

- 1. 2" x 4" x 8" SYPRESSE
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NOTES

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ENVIROPLAN
LANDSCAPE ARCHITECTS
SCALE: 1" = 20'

FINAL PLAT LANDSCAPE PLAN
FOXCROFT SUBDIVISION NO. 3
TRILOGY DEVELOPMENT, INC.

REVISED: 11/11/11
BY: [Signature]
CHECKED: [Signature]
DATE: 11/11/11

Balley Engineering, Inc.
Civil Engineering | Planning | CADD
1100 S. BROAD STREET, SUITE 200
DALLAS, TEXAS 75219

