

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,"

WITNESSETH:

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 PURDAM 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 easement for the Purdam 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 10 foot wide asphalt pedestrian pathway within the District's real property and/or easement for the Purdam Drain at Baraya Subdivision No. 5, located southeast of the intersection of Black Cat Road and Franklin 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 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 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 located within Baraya Subdivision No. 5 in Section 15, Township 3 North, Range 1 West, B.M., Meridian, Ada County, Idaho, and is more particularly described 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 shall be in accordance with Exhibit C-1, attached hereto and by this reference made a part hereof.
- b. The District's easement along this section of the Purdam Drain includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the Purdam Drain, and to access the Purdam 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.

Project Name (Subdivision):
Baraya Subdivision No. 5

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between Endurance Holdings LLC 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.

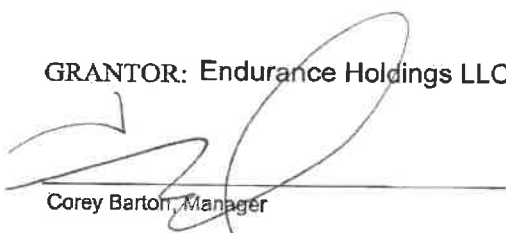
THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,

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.

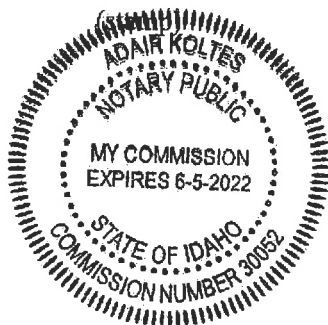
GRANTOR: Endurance Holdings LLC

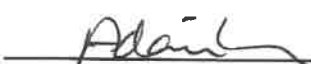

Corey Barton, Manager

STATE OF IDAHO)

County of Ada)

This record was acknowledged before me on Aug. 12, 2020 (date) by Corey Barton
(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 Endurance Holdings LLC
(name of entity on behalf of whom record was executed), in the following representative
capacity: Manager (type of authority such as officer or trustee)




Notary Signature

My Commission Expires: 6-05-22

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

County of Ada) ss.

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

(stamp)

Notary Signature

My Commission Expires: _____

EXHIBIT A

DESCRIPTION FOR
BARAYA SUBDIVISION NO. 5
MERIDIAN REGIONAL PATHWAY EASEMENT

A portion of the NE 1/4 of the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 15, T.3N., R.1W., B.M., Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the N1/4 corner of said Section 15 from which the NW corner of said Section 15 bears North 89°15'34" West, 2640.56 feet;

thence South 12°38'17" West, 988.29 feet to the easterly most corner of Lot 2, Block 14, said point also being an angle point on the southeasterly boundary line of Lot 1, Block 14 of Baraya Subdivision No. 3 as filed in Book 116 of Plats at Pages 17630 through 17634, records of Ada County, Idaho and the **REAL POINT OF BEGINNING**;

thence along the southeasterly boundary line of said Lot 1 North 63°49'38" East, 25.03 feet;

thence leaving said southeasterly boundary line South 29°02'07" East, 429.95 feet;

thence North 89°15'16" West, 28.80 feet;

thence North 29°02'07" West, 416.89 feet to the **REAL POINT OF BEGINNING**.



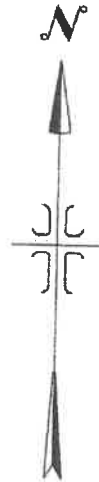
S.9 S.10
S.16 S.15

BASIS OF BEARING
N89°15'34"W 2640.56'

W. FRANKLIN ROAD

1/4 S.10
S.15

S. BLACK CAT ROAD



SCALE: 1" = 80'

BARAYA SUBDIVISION
NO. 3

BLOCK 14

RPOB
SE CORNER
LOT 2, BLK 14

N63°49'38"E
25.03'

S. SUNSET POINT AVE.

BLOCK 14

BARAYA
SUBDIVISION
NO. 4

UNPLATTED



P:\Baraya Sub No 5 Job No 20-156\dwg\Baraya 5 Pathway Eas.dwg 8/13/2020 10:07:07 AM



IDAHO
SURVEY
GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 848-5570

EXHIBIT B DRAWING FOR
BARAYA SUBDIVISION NO. 5
MERIDIAN REGIONAL PATHWAY EASEMENT

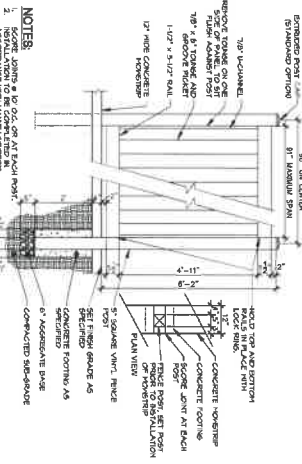
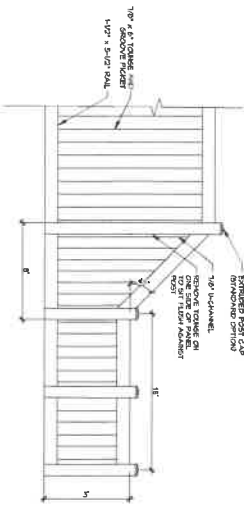
LOCATED IN THE NE 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE NE 1/4 OF
SECTION 15, T.3N., R.1W., B.M., MERIDIAN, ADA COUNTY, IDAHO

JOB NO.
20-156

SHEET NO.
1

DWG. DATE
8/13/2020

2 6' VINYL FENCE PANEL



IRRIGATION NOTES:

[illegible]

100

DATE: 07/06/2002
BY: J. SPED
L10

BARAYA SUBDIVISION - PHASE 5
S. SUNSET POINT WAY
MERIDIAN, IDAHO 83642
OVERALL LANDSCAPE PLAN

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