

AGREEMENT
(Pinedale Subdivision - Ten Mile Drain)

AGREEMENT, made and entered into this 22nd day of April, 2026, 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, and subsequently entered into an Addendum to Master Pathway Agreement dated July 6, 2023, recorded as Instrument No. 2023-039167, records of Ada County, Idaho, hereinafter collectively 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, drains 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 drain known as the TEN MILE DRAIN (hereinafter referred to as “*ditch or drain*”) together with the real property and/or easements 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 desires approval to construct, install, operate and maintain: 1) a five foot (5') concrete sidewalk/pedestrian pathway approximately 10 feet within the District's easement for the Ten Mile Drain for a distance of approximately 360 linear feet, 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 five foot (5') concrete sidewalk/pedestrian pathway approximately 10 feet within the District's easement for the Ten Mile Drain for a distance of approximately 360 linear feet, within the Pinedale Subdivision, located in Meridian, Ada County, Idaho.

2. Any construction, widening or crossing of said ditch or drain 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 _____
David Duvall, Water Superintendent

STATE OF IDAHO)
) ss:
County of Canyon)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID DUVALL, 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: _____

THE CITY OF MERIDIAN

By _____

ATTEST:

STATE OF IDAHO)
) ss:
County of Ada)

On this ____ day of _____, 2026, 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 the Pinedale Subdivision in the SE1/4 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 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 to either side of the centerline.
- c. Construction shall be completed one year from the date of this agreement. Time of the essence.

Project Name or Subdivision Name:

PINEDALE SUBDIVISION

For Internal Use Only

Record Number:

PEDESTRIAN PATHWAY EASEMENT

THIS Easement Agreement made this _____ day of _____ 20____ between
Anchor Homes, LLC ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("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 covenants and agrees that Grantor shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or shrubs.

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,

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

: ss.

County of Ada)

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.

Notary Stamp Below

Notary Signature

My Commission Expires: _____

February 18, 2026

**PINEDALE SUBDIVISION
PATHWAY EASEMENT
EXHIBIT A**

A parcel of land being a portion of the Southeast Quarter of Section 10, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the southeast corner of Chesterfield Subdivision No. 4; thence along the easterly boundary line of last said Subdivision N00°52'04"E a distance of 267.00 feet to a point; thence continuing on last said easterly boundary line and its extension S88°25'56"E a distance of 25.11 feet to a point on a line parallel with and distant 50.00 feet from centerline of Ten Mile Creek, also being the **POINT OF BEGINNING**; thence on last said parallel line the following three (3) courses:

S39°57'01"E a distance of 48.77 feet; thence
S46°27'27"E a distance of 271.08 feet; thence
S26°39'39"E a distance of 55.60 feet to a point on the north right-of-way line of Union Pacific Railroad; thence

on last said north right-of-way line S88°27'59"E a distance of 15.88 feet to a point on a line parallel with and distant 36.00 feet from said centerline of Ten Mile Creek; thence on last said parallel line the following three (3) courses:

N26°39'39"W a distance of 65.55 feet; thence
N46°27'27"W a distance of 272.73 feet; thence
N39°57'01"W a distance of 35.58 feet to a point on the westerly boundary line of Foxcroft Subdivision No. 1; thence

along last said westerly boundary line N88°25'56"W a distance of 18.70 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 0.120 acres, more or less.



HEADQUARTERS
1907 17TH ST SE
MINOT, ND 58701
701.837.8737

4165 30TH AVE S
SUITE 100
FARGO, ND 58104
701.551.1250

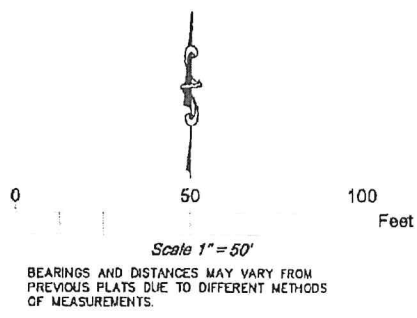
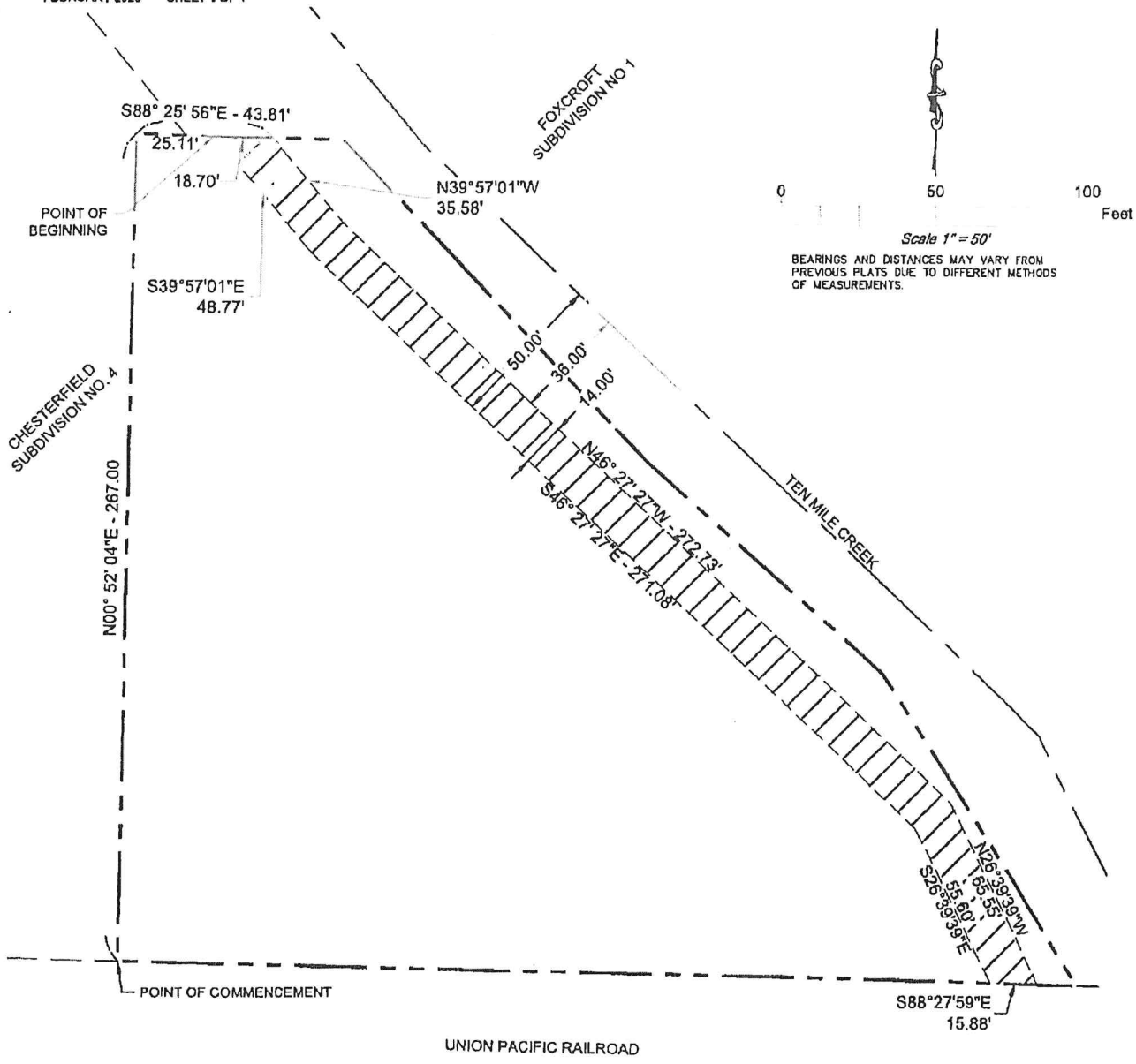
3210 27TH ST W
SUITE 200
WILLISTON, ND 58801
701.577.4127

7661 W RIVERSIDE DR
SUITE 102
GARDEN CITY, ID 83714
208.653.6470


A PORTION OF THE
SOUTHEAST 1/4 OF SECTION 10,
T.3N., R.1W., BOISE MERIDIAN,
CITY OF MERIDIAN, ADA
COUNTY, IDAHO.

PINEDALE SUBDIVISION PATHWAY EASEMENT EXHIBIT B

FEBRUARY 2028 SHEET 1 OF 1



JOB No: R25217



**ACKERMAN
ESTVOLD**

7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
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