

AGREEMENT

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, 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 drain known as the PURDAM 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') pedestrian pathway across and over the piped Purdam Drain and 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: 1) a five foot (5') pedestrian pathway across and over the piped Purdam Drain and within the District's easement for the Purdam Drain, within Aviation Subdivision, located northwest of the intersection of Franklin Road and Black Cat Road 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 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 _____, 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 Idaho
Residing at _____, Idaho
My Commission Expires: _____

STATE OF IDAHO)
) ss:
County of Ada)

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

A right-of-way/easement located at or near Aviation Subdivision in the W1/2 of the SW1/4 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 Purdam 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 for this section of the Purdam Drain.
- c. Construction shall be completed one year from the date of this agreement. Time if of the essence.

Project Name (Subdivision):
Aviation Subdivision

ESMT-2023-0100

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this 5th day of September, 2023 between Aviator Park 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 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,

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.

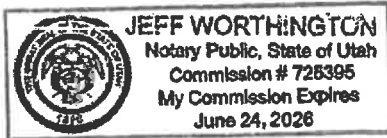
GRANTOR:

Larry Jackson

STATE OF ~~IDAHO~~)
Utah) ss
County of ~~Ada~~)
Salt Lake)

This record was acknowledged before me on 13 July, 2021 (date) by Larry Jackson (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 Alligator Park 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)

(stamp)



[Signature]
Notary Signature
My Commission Expires: 6-24-2026

GRANTEE: CITY OF MERIDIAN

Robert E. Simison

Robert E. Simison, Mayor 9-5-2023

Chris Johnson 

Attest by Chris Johnson, City Clerk 9-5-2023

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 9-5-2023 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

CHARLENE WAY
COMMISSION No. 67390
NOTARY PUBLIC
STATE OF IDAHO

Charlene Way

Notary Signature

My Commission Expires: 3-28-2028

EXHIBIT A
LEGAL DESCRIPTION
CITY OF MERIDIAN PEDESTRIAN PATHWAY EASEMENT
AVIATION SUBDIVISION

A portion of the West ½ of the Southwest ¼ of Section 10, Township 3 North, Range 1 West of the Boise-Meridian, City of Meridian, ADA County, Idaho, more particularly described as follows:

Commencing at the Section corner common to Sections 9, 10, 15, and 16, Townships 3 North, Range 1 West, Boise-Meridian, from which the ¼ corner common to said Sections 9 and 10 bears North 0°38'55" East, 2653.02 feet; thence on the west boundary line of said Section 10, North 0°38'55" East, 1621.66 feet to the south boundary line of the railroad right-of-way sidewalk easement; thence on said south boundary line, South 88°26'12" East, 495.23 feet to the westerly boundary of Aviation Subdivision, thence continuing South 88°26'12" East 824.15 feet along the south boundary line of the railroad right-of-way sidewalk easement to the easterly boundary of Aviation Subdivision, thence South 00°36'35" West 383.01 feet along the easterly boundary of Aviation Subdivision to a point on the North Boundary of the proposed ACHD right-of-way sidewalk easement, thence along said right-of-way sidewalk easement a distance of 34.97 feet North 89°15'50" West to the tangent point of a curve, thence along said right-of-way sidewalk easement a distance of 18.04 feet along the arc of a 530.00 foot radius non-tangent curve, said curve having a central angle of South 1°56'59" West and a long chord bearing South 89°45'40" West a distance of 18.04 feet to another point along north side of the proposed ACHD right-of-way sidewalk easement, thence continuing along said right-of-way sidewalk easement a distance of 25.01 feet along the arc of a 530.00 foot radius non-tangent curve, said curve having a central angle of South 2°42'15" West and a long chord bearing South 87°26'03" West a distance of 25.01 feet to the **REAL POINT OF BEGINNING**;

Thence, leaving said right-of-way sidewalk easement boundary, North 00°41'02" East, 48.82 feet to a point of curvature on a curve;

Thence a distance of 3.72 feet along the arc of a 6.31 foot radius non-tangent curve, said curve having a central angle of North 33°46'13" East and a long chord bearing North 17°34'09" East a distance of 3.67 feet to a point of reverse curvature;

Thence a distance of 19.36 feet along the arc of a 50.20 foot radius non-tangent curve, said curve having a central angle of North 22°06'00" East and a long chord bearing North 23°24'16" East a distance of 19.24 feet to a point;

Thence North 00°36'35" East, 229.03 feet to a point of curvature;

Thence a distance of 45.79 feet along the arc of a 30.00 foot radius non-tangent curve, said curve having a central angle of North 87°27'18" West and a long chord bearing North 43°07'04" West a distance of 41.47 feet to a point;

Thence North 86°50'43" West, 217.19 feet to a point;

Thence North 88°35'09" West, 89.63 feet to a point of curvature;

Thence a distance of 22.37 feet along the arc of a 30.00 foot radius non-tangent curve, said curve having a central angle of South 42°43'33" West and a long chord bearing South 70°03'04" West a distance of 21.86 feet to a point;

Thence South 48°41'18" West, 21.00 feet to a point on the North Boundary of the proposed ACHD right-of-way sidewalk easement;

thence along said right-of-way sidewalk easement a distance of 13.15 feet along the arc of a 68.00 foot radius non-tangent curve, said curve having a central angle of South 11°04'41" East and a long chord bearing South 57°20'05" East a distance of 13.13 feet to another point along the North side of the proposed ACHD right-of-way sidewalk easement

Thence, leaving said right-of-way sidewalk easement boundary, North 48°41'18" East, 16.91 feet to a point of curvature on a curve;

Thence a distance of 13.36 feet along the arc of a 17.91 foot radius non-tangent curve, said curve having a central angle of North 42°43'33" East and a long chord bearing North 70°03'04" East a distance of 13.05 feet to a point;

Thence South 88°35'09" East, 89.44 feet to a point;

Thence South 86°50'43" East, 217.01 feet to a point of curvature;

Thence a distance of 27.34 feet along the arc of a 17.91 foot radius non-tangent curve, said curve having a central angle of South 87°27'18" East and a long chord bearing South 43°07'04" East a distance of 24.76 feet to a point;

Thence South 00°36'35" West, 227.07 feet to a point of curvature;

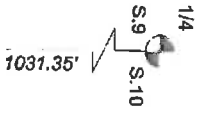
Thence a distance of 13.33 feet along the arc of a 35.22 foot radius non-tangent curve, said curve having a central angle of South 21°41'27" West and a long chord bearing South 24°17'34" West a distance of 13.25 feet to a point of reverse curvature;

Thence a distance of 11.14 feet along the arc of a 18.17 foot radius non-tangent curve, said curve having a central angle of South 35°08'18" West and a long chord bearing South 17°34'09" West a distance of 10.97 feet to a point of reverse curvature;

Thence South 00°36'36" West, 49.78 feet to a point on the North Boundary of the proposed ACHD right-of-way sidewalk easement;

Thence along said right-of-way sidewalk easement a distance of 12.08 feet along the arc of a 530.00 foot radius non-tangent curve, said curve having a central angle of North 1°18'20" East and a long chord bearing North 85°25'45" East a distance of 12.08 feet to the **REAL POINT OF BEGINNING**

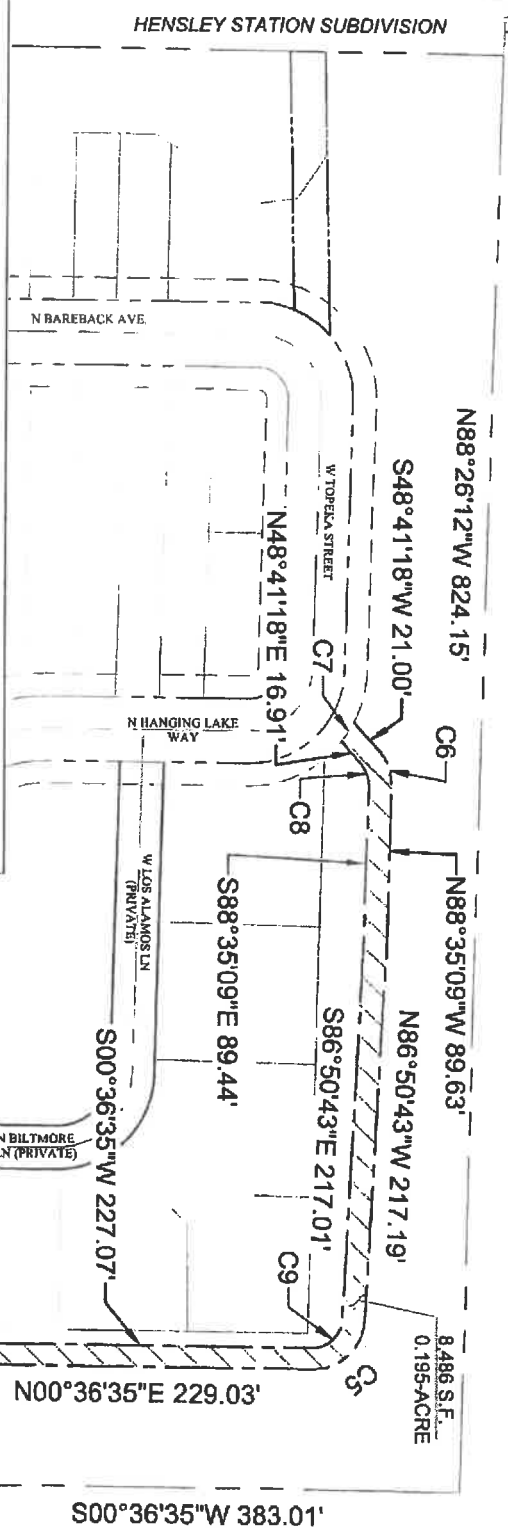
This easement contains 8,486 square feet (0.195 acres) more or less and is subject to any other easements existing or in use.



CITY OF MERIDIAN PEDESTRIAN PATHWAY EASEMENT
AVIATION SUBDIVISION
 LOCATED IN THE W1/2 OF THE SW1/4 OF SECTION 10, T.3N., R.1W., B.M.,
 ADA COUNTY, IDAHO



BASIS OF BEARING
 N00°36'55"E 2653.02'
 1621.66'



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	18.04'	530.00'	1°56'59"	S89°45'40"W	18.04'
C2	25.01'	530.00'	2°42'15"	S87°26'03"W	25.01'
C3	3.72'	6.31'	33°46'13"	N17°34'09"E	3.67'
C4	19.36'	50.20'	22°06'00"	N23°24'16"E	19.24'
C5	45.79'	30.00'	87°27'18"	N43°07'04"W	41.47'
C6	22.37'	30.00'	42°43'33"	S70°03'04"W	21.86'
C7	13.15'	68.00'	11°04'41"	S57°20'05"E	13.13'
C8	13.36'	17.91'	42°43'33"	N70°03'04"E	13.05'
C9	27.34'	17.91'	87°27'18"	S43°07'04"E	24.76'
C10	13.33'	35.22'	21°41'27"	S24°17'34"W	13.25'
C11	11.14'	18.17'	35°08'18"	S17°34'09"W	10.97'
C12	12.08'	530.00'	1°18'20"	N85°25'45"E	12.08'

