

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 KELLOGG 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 ten foot (10') pedestrian pathway across and over the piped Kellogg Drain and within the District’s easement for the Kellogg 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 ten foot (10') pedestrian pathway across and over the piped Kellogg Drain and within the District's easement for the Kellogg Drain, within Lennon Pointe Subdivision, located southeast of the intersection of Linder Road and Ustick 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

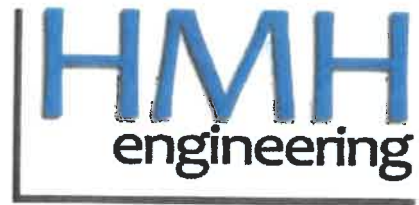
A right-of-way/easement located at or near Lennon Pointe Subdivision in the NW1/4 of Section 1, Township 3 North, Range 1 West, B.M., Meridian, Ada County, Idaho as more specifically described/depicted in Exhibit A-1 attached hereto and by this reference incorporated herein.

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 Kellogg 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 60 feet, 30 feet to either side of the centerline for this section of the Kellogg Drain.
- c. Construction shall be completed one year from the date of this agreement. Time if of the essence.



Lennon Pointe Subdivision Kellogg Drain – City Pathway Legal Description

Four Parcels of pathway situate in the North 1/2 of the West 1/2 of Government Lot 4 in Section 1, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

PARCEL 1

COMMENCING at the northwest corner of Section 1 as described in Corner Record Instrument No. 109109699, from which the west one-quarter corner as described in Corner Record Instrument No. 108044955, bears, South 00°01'03" East, 2699.19 feet; thence South 00°01'03" East, 683.16 feet to the southerly boundary of the North 1/2 of the West 1/2 of Government Lot 4; thence along said boundary, South 88°59'01" East, 73.98 feet to the easterly right-of-way for N. Linder Road monumented by a 5/8-inch bar with cap PLS11463; thence continuing along said boundary, South 88°59'01" East, 590.78 feet to the westerly boundary of the Creason Creek Subdivision No.1 recorded in Book 112 of Plats at Pages 16486-16488; thence along said boundary, North 00°02'45" East, 44.84 feet to the southerly boundary for the Kellogg Drain easement; thence along said southerly boundary, North 89°13'52" West, 245.55 feet to the westerly right-of-way for N. Zion Park Ave, and the **POINT OF BEGINNING 1**;

Thence continuing along the southerly boundary for the Kellogg Drain easement, North 89°13'52" West, 0.43 feet; Thence along the arc of a non-tangent curve to the left 9.76 feet, having a radius of 20.50 feet, a central angle of 27°16'22" and subtended by a chord bearing North 23°39'32" West, 9.67 feet; Thence along the arc of a compound curve to the left 2.35 feet, having a radius of 1.50 feet, a delta angle of 89°43'11" and subtended by a chord bearing North 82°09'19" West, 2.12 feet; Thence South 52°59'05" West, 14.79 feet to the southerly boundary for the Kellogg Drain easement; Thence along said southerly boundary, North 89°13'52" West, 102.89 feet to **POINT 'A'**; Thence along the southerly edge of the sidewalk, North 42°32'42" West, 5.22 feet to the southeasterly boundary of the concrete trash enclosure; Thence along said southeasterly boundary, North 48°41'29" East, 5.00 feet to the northerly edge of the sidewalk; Then along said northerly edge of the sidewalk the following five (5) courses and distances, Thence South 42°32'42" East, 8.51 feet; Thence along a curve to the left 1.24 feet, having a radius of 1.50 feet, a central angle of 47°24'33" and subtended by a chord bearing South 66°14'58" East, 1.21 feet; Thence South 89°57'15" East, 89.74 feet; Thence North 52°59'05" East, 24.24 feet;

Thence along the arc of a non-tangent curve to the right 11.67 feet, having a radius of 25.50 feet, a central angle of 26°13'06" and subtended by a chord bearing South 38°53'23" East, 11.57 feet to the westerly right-of-way for N. Zion Park Ave; Thence along said westerly right-of-way, along the arc of a non-tangent curve to the left 7.89 feet, having a radius of 73.51 feet, a central angle of 06°09'01" and

subtended by a chord bearing South 17°19'51" West, 7.89 feet to the **POINT OF BEGINNING 1.**

TOGETHER WITH PARCEL 2

BEGINNING at the previously described **POINT 'A'**, Thence along the southerly boundary for the Kellogg Drain easement, North 89°13'52" West, 19.71 feet to the **POINT OF BEGINNING 2;**

Thence continuing along said southerly boundary, North 89°13'52" West, 9.13 feet to the southerly edge of the sidewalk; Then along said southerly edge of the sidewalk the following three (3) courses and distances, Thence along the arc of a non-tangent curve to the right 6.21 feet, having a radius of 37.28 feet, a central angle of 09°32'58" and subtended by a chord bearing North 45°08'43" West, 6.21 feet; Thence along the arc of a reverse curve to the left 2.48 feet, having a radius of 1.50 feet, a delta angle of 94°48'25" and subtended by a chord bearing North 87°46'27" West, 2.21 feet; Thence along the arc of a reverse curve to the right 6.24 feet, having a radius of 124.36 feet, a delta angle of 02°52'31" and subtended by a chord bearing South 46°15'36" West, 6.24 feet to the southerly boundary for the Kellogg Drain easement; Thence along said southerly boundary, North 89°13'52" West, 7.48 feet to **POINT 'B'** to the northwesterly edge of the sidewalk; Thence along said northwesterly edge, on the arc of a non-tangent curve to the left 28.72 feet, having a radius of 114.36 feet, a central angle of 14°23'25" and subtended by a chord bearing North 43°11'53" East, 28.65 feet the northerly boundary for the Kellogg Drain easement; Thence along said northerly boundary, South 41°18'31" East, 5.21 feet to the southeasterly edge of the sidewalk; Then along said southerly edge of the sidewalk the following three (3) courses and distances, Thence along the arc of a non-tangent curve to the right 8.92 feet, having a radius of 124.36 feet, a central angle of 04°06'39" and subtended by a chord bearing South 39°05'37" West, 8.92 feet; Thence along the arc of a reverse curve to the left 2.09 feet, having a radius of 1.50 feet, a delta angle of 79°46'54" and subtended by a chord bearing South 01°15'29" West, 1.92 feet; Thence along the arc of a compound curve to the left 13.48 feet, having a radius of 32.28 feet, a delta angle of 23°55'16" and subtended by a chord bearing South 50°35'36" East, 13.38 feet to the **POINT OF BEGINNING 2.**

TOGETHER WITH PARCEL 3

BEGINNING at the previously described **POINT 'B'**, Thence along the southerly boundary for the Kellogg Drain easement, North 89°13'52" West, 20.66 feet to the **POINT OF BEGINNING 3;**

Thence continuing along said southerly boundary, North 89°13'52" West, 10.19 feet to the westerly edge of the sidewalk; Thence along said westerly edge on the arc of a non-tangent curve to the left 22.65 feet, having a radius of 132.42 feet, a central angle of 09°48'06" and subtended by a chord bearing North 10°49'27" West, 22.63 feet; Thence continuing along said westerly edge, along the arc of a compound curve to the left 44.77 feet, having a radius of 125.00 feet, a delta angle of 20°31'16" and subtended by a chord bearing North 25°59'08" West, 44.53 feet to the southerly edge of the sidewalk; Then along said southerly edge of the sidewalk the following three (3) courses and distances, Thence South 46°52'12" West, 18.91 feet; Thence along the arc of a curve to the left 10.85 feet, having a radius of 15.00 feet, a central angle of 41°26'54" and subtended by a chord bearing South 26°08'45" West, 10.62 feet; Thence along the arc of a reverse curve to the right 4.53 feet, having a radius of 25.00 feet,

a delta angle of 10°23'25" and subtended by a chord bearing South 10°37'00" West, 4.53 feet to the westerly boundary for the Kellogg Drain easement; Thence along said westerly boundary, North 36°41'31" West, 6.83 feet to the northerly edge of the sidewalk; Thence along said northerly edge, on the arc of a non-tangent curve to the right 13.91 feet, having a radius of 20.00 feet, a central angle of 39°50'37" and subtended by a chord bearing North 26°56'53" East, 13.63 feet; Thence continuing along said northerly edge, North 46°52'12" East, 19.41 feet to the westerly edge of the sidewalk; Thence along said westerly edge, on the arc of a non-tangent curve to the left 20.96 feet, having a radius of 125.00 feet, a central angle of 09°36'26" and subtended by a chord bearing North 43°21'12" West, 20.94 feet; Thence continuing along said westerly edge, on the arc a reverse curve to the right 43.09 feet, having a radius of 290.17 feet, a delta angle of 08°30'29" and subtended by a chord bearing North 43°54'10" West, 43.05 feet to the southerly edge of the sidewalk; Then along said southerly edge of the sidewalk the following three (3) courses and distances, Thence South 51°21'05" West, 7.11 feet; Thence along the arc of a curve to the right 31.42 feet, having a radius of 15.00 feet, a central angle of 120°00'06" and subtended by a chord bearing North 68°38'52" West, 25.98 feet; Thence along the arc of a reverse curve to the left, having a radius of 13.00 feet, a delta angle of 76°14'34", an arc length of 17.30 feet, and subtended by a chord bearing North 46°46'06" West, 16.05 feet to the westerly boundary for the Kellogg Drain easement; Thence along said westerly boundary, North 36°41'31" West, 6.09 feet to the northerly edge of the sidewalk; Then along said northerly edge of the sidewalk the following three (3) courses and distances, Thence along the arc of a non-tangent curve to the right 28.04 feet, having a radius of 18.00 feet, a central angle of 89°15'38" and subtended by a chord bearing South 53°17'04" East, 25.29 feet; Thence along the arc of a reverse curve to the left 20.94 feet, having a radius of 10.00 feet, a delta angle of 119°58'11" and subtended by a chord bearing South 68°38'20" East, 17.32 feet; Thence North 51°22'35" East, 7.07 feet to the westerly edge of the sidewalk; Thence along said westerly edge, on the arc of a non-tangent curve to the right 69.69 feet, having a radius of 290.17 feet, a central angle of 13°45'40" and subtended by a chord bearing North 31°46'51" West, 69.52 feet; Thence continuing along said westerly edge, on the arc of a non-tangent curve to the left 64.29 feet, having a radius of 51.25 feet, a central angle of 71°52'39" and subtended by a chord bearing North 60°00'12" West, 60.16 feet to the easterly right-of-way for N. Linder Road; Thence along said easterly right-of-way, North 00°01'03" West, 10.04 feet to POINT 'C' on the northerly edge of the sidewalk; Thence along said northerly edge, on the arc of a non-tangent curve to the right 12.75 feet, having a radius of 61.25 feet, a central angle of 11°55'21" and subtended by a chord bearing South 89°00'39" East, 12.72 feet; Thence continuing along said northerly edge, on the arc of a reverse curve to the left 2.50 feet, having a radius of 1.50 feet, a delta angle of 95°40'03" and subtended by a chord bearing North 49°07'00" East, 2.22 feet to the westerly edge of the sidewalk; Thence along said westerly edge, North 01°16'58" East, 19.07 feet to the southerly edge of W. Pebblestone Drive; Thence along said southerly edge, on the arc of a non-tangent curve to the left 10.81 feet, having a radius of 56.00 feet, a central angle of 11°03'45" and subtended by a chord bearing North 69°09'00" East, 10.80 feet to the easterly edge of the sidewalk; Thence along said easterly edge, South 01°16'58" West, 25.84 feet to the northerly edge of the sidewalk; Then along said northerly edge of the sidewalk the following six (6) courses and distances, Thence along the arc of a curve to the left 1.89 feet, having a radius of 1.50 feet, a central angle of 72°11'09" and subtended by a chord bearing South 34°48'37" East, 1.77 feet; Thence along the arc of a reverse curve to the right 35.19 feet, having a radius of 61.25 feet, a delta angle of 32°54'49" and subtended by a chord bearing South 54°26'47" East, 34.70 feet; Thence along the arc of a non-tangent curve to the right 1.03 feet,

having a radius of 69.39 feet, a central angle of 00°50'49" and subtended by a chord bearing South 37°18'15" East, 1.03 feet; Thence along the arc of a reverse curve to the left 7.06 feet, having a radius of 3.00 feet, a delta angle of 134°50'44" and subtended by a chord bearing North 75°41'48" East, 5.54 feet; Thence North 08°16'25" East, 4.42 feet; Thence along the arc of a curve to the left 16.99 feet, having a radius of 120.00 feet, a central angle of 08°06'39" and subtended by a chord bearing North 04°13'06" East, 16.97 feet to the easterly boundary for the Kellogg Drain easement; Thence along said easterly boundary, South 36°41'31" East, 8.06 feet to the easterly edge of the sidewalk; Then along said easterly edge of the sidewalk the following six (6) courses and distances, Thence along the arc of a non-tangent curve to the right 11.24 feet, having a radius of 125.00 feet, a central angle of 05°09'14" and subtended by a chord bearing South 05°41'48" West, 11.24 feet; Thence South 08°16'25" West, 18.43 feet; Thence along the arc of a non-tangent curve to the left 1.93 feet, having a radius of 3.00 feet, a central angle of 36°49'50" and subtended by a chord bearing South 07°14'08" East, 1.90 feet; Thence along the arc of a compound curve to the left 110.05 feet, having a radius of 280.17 feet, a delta angle of 22°30'21" and subtended by a chord bearing South 36°54'14" East, 109.35 feet; Thence along the arc of a non-tangent curve to the right 21.61 feet, having a radius of 129.41 feet, a central angle of 09°34'12" and subtended by a chord bearing South 43°28'08" East, 21.59 feet; Thence along the arc of a reverse curve to the left 2.31 feet, having a radius of 1.50 feet, a delta angle of 88°22'49" and subtended by a chord bearing South 82°52'27" East, 2.09 feet to the northerly edge of the sidewalk; Then along said northerly edge of the sidewalk the following three (3) courses and distances, Thence North 52°56'09" East, 8.94 feet; Thence along the arc of a curve to the left 5.54 feet, having a radius of 6.00 feet, a central angle of 52°53'24" and subtended by a chord bearing North 26°29'27" East, 5.34 feet; Thence North 00°02'45" East, 5.62 feet to the easterly boundary for the Kellogg Drain easement; Thence along said easterly boundary, South 36°41'31" East, 8.28 feet to the southerly edge of the sidewalk; Thence along said southerly edge, on the arc of a non-tangent curve to the right 9.13 feet, having a radius of 11.00 feet, a central angle of 47°34'40" and subtended by a chord bearing South 29°08'49" West, 8.87 feet; Thence continuing along said southerly edge, South 52°56'09" West, 8.87 feet to the easterly edge of the sidewalk; Then along said easterly edge of the sidewalk the following four (4) courses and distances, Thence along the arc of a curve to the left 2.32 feet, having a radius of 1.50 feet, a central angle of 88°33'24" and subtended by a chord bearing South 08°39'27" West, 2.09 feet; Thence along the arc of a reverse curve to the right 46.88 feet, having a radius of 135.00 feet, a delta angle of 19°53'45" and subtended by a chord bearing South 25°40'23" East, 46.64 feet; Thence along the arc of a compound curve to the right 24.71 feet, having a radius of 142.42 feet, a delta angle of 09°56'25", and subtended by a chord bearing South 10°45'17" East, 24.68 feet; Thence along the arc of a reverse curve to the left 0.85 feet, having a radius of 3.00 feet, a delta angle of 16°18'10" and subtended by a chord bearing South 13°56'10" East, 0.85 feet to the **POINT OF BEGINNING 3**.

TOGETHER WITH PARCEL 4

BEGINNING at the previously described **POINT 'C'**, Thence along the easterly right-of-way for N. Linder Road, North 00°01'03" West, 165.41 feet to the northerly boundary for the Kellogg Drain easement; Thence along said northerly boundary, North 89°58'57" East, 17.43 feet to the **POINT OF BEGINNING 4**;

Thence continuing along said northerly boundary, North 89°58'57" East, 10.01 feet to the easterly edge of the sidewalk; Then along said easterly edge of the sidewalk the following five (5) courses and distances, Thence along the arc of a non-tangent curve to the right 20.51 feet, having a radius of 365.90 feet, a central angle of 03°12'41" and subtended by a chord bearing South 01°20'10" East, 20.51 feet; Thence North 89°58'57" East, 3.75 feet to the westerly edge of W. Pebblestone Dr.; Thence along said westerly edge, South 01°24'46" West, 5.00 feet; Thence South 89°58'57" West, 4.00 feet; Thence South 01°16'29" West, 80.88 feet to the northerly edge of W. Pebblestone Dr.; Thence along said northerly edge, on the arc of a non-tangent curve to the right 14.07 feet, having a radius of 27.50 feet, a central angle of 29°18'16" and subtended by a chord bearing South 47°14'12" West, 13.91 feet to the westerly edge of the sidewalk; Thence along said westerly edge, North 01°16'58" East, 103.93 feet; Thence continuing along said westerly edge, on the arc of a non-tangent curve to the left 11.91 feet, having a radius of 355.90 feet, a central angle of 01°55'02" and subtended by a chord bearing North 02°03'55" West, 11.91 feet to the **POINT OF BEGINNING 4**.

Containing 5,406 square feet or 0.124 acres, more or less.

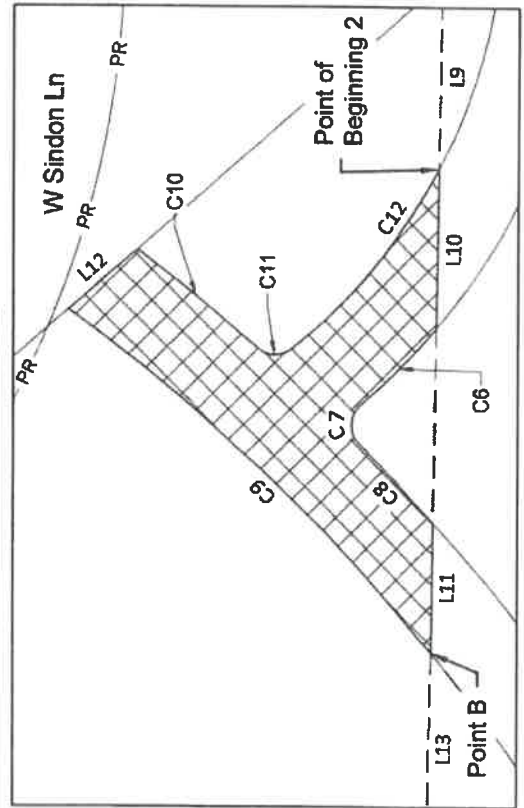
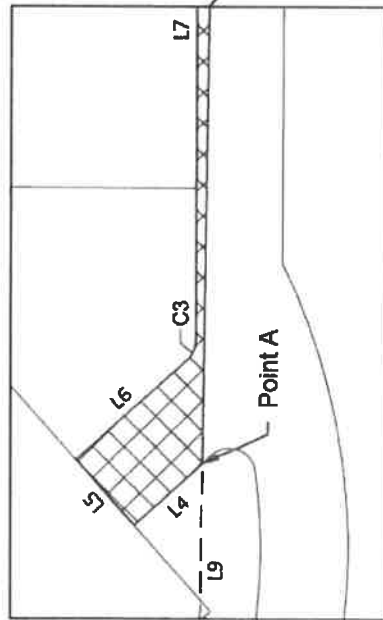
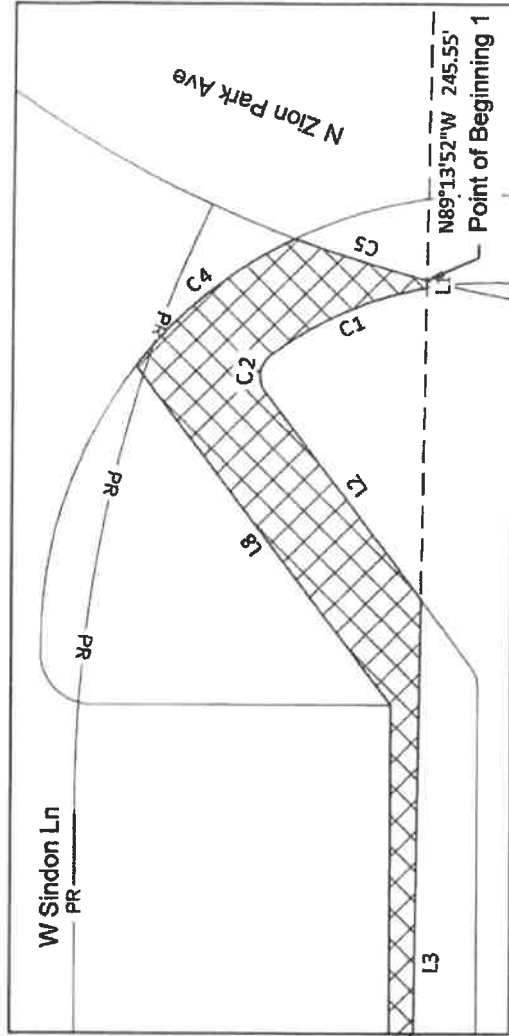
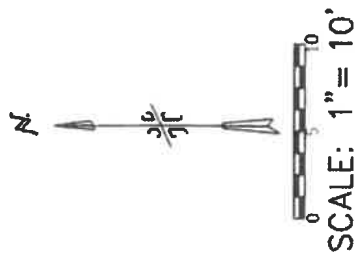
Prepared by:
Ronald M. Hodge, PLS
Survey Department Manager



RMH:tk

EXHIBIT B

NMID / CITY PATHWAY



HMH ENGINEERING
(208) 342-7957

EXHIBIT B NMID / CITY PATHWAY

MATCH LINE
SHEET 4

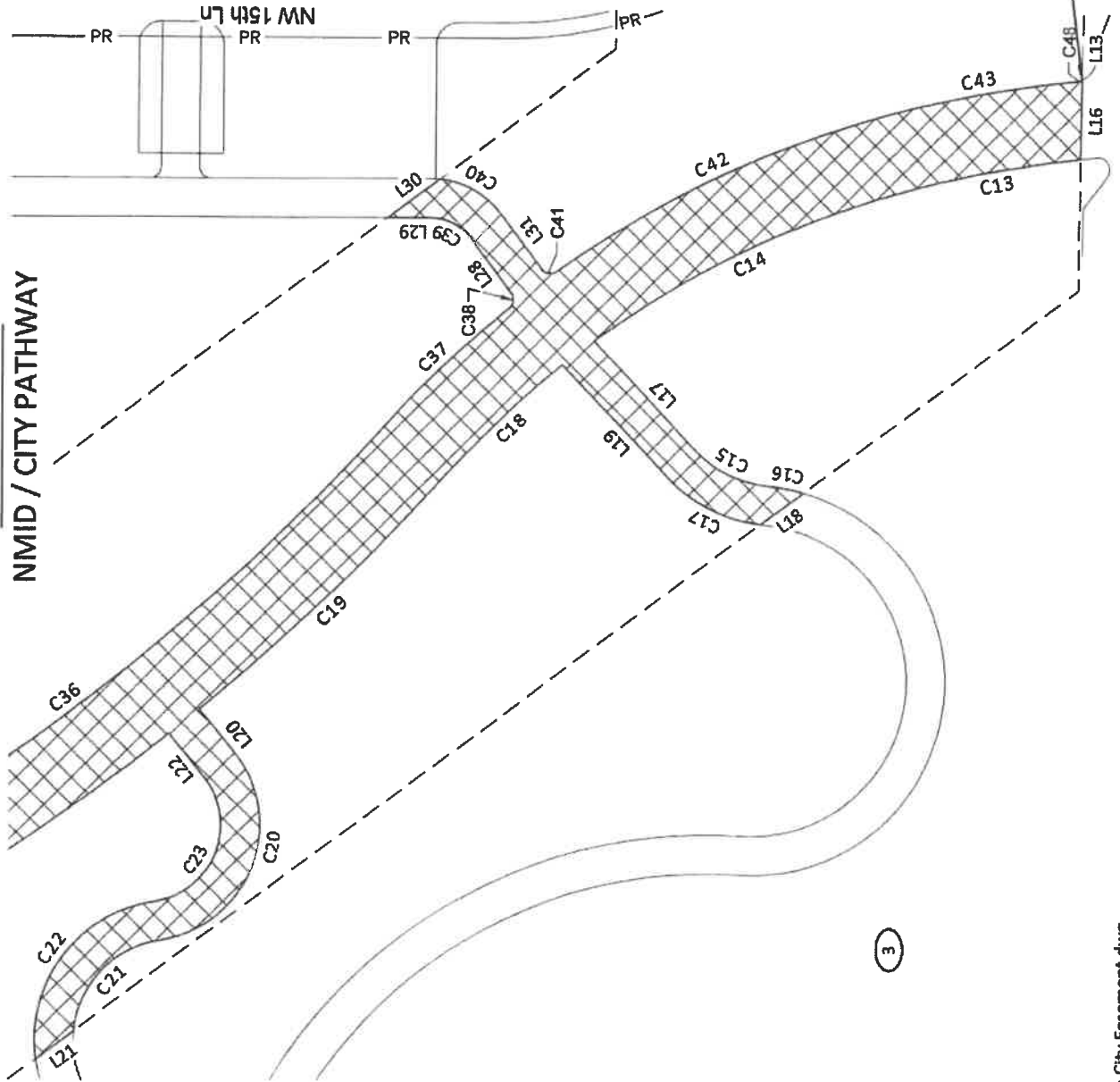
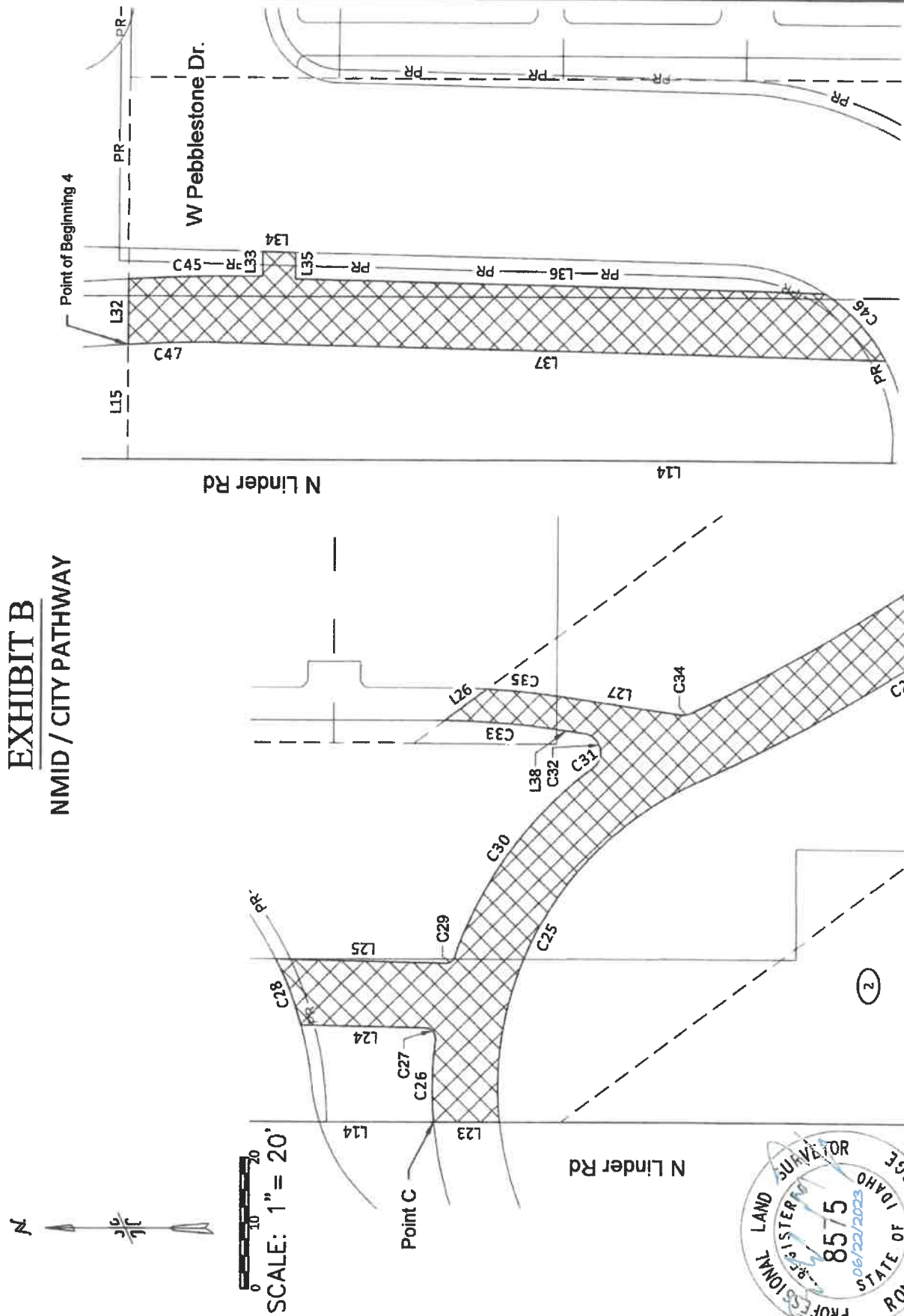


EXHIBIT B

NMID / CITY PATHWAY



HMH ENGINEERING
(208) 342-7957

MATCH LINE
SHEET 3

Sheet 4 of 6
Lennon Pointe City Easement.dwg

EXHIBIT B

NMID / CITY PATHWAY

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89° 13' 52"W	0.43'
L2	S52° 59' 05"W	14.79'
L3	N89° 13' 52"W	102.89'
L4	N42° 32' 42"W	5.22'
L5	N48° 41' 29"E	5.00'
L6	S42° 32' 42"E	8.51'
L7	S89° 57' 15"E	89.74'
L8	N52° 59' 05"E	24.24'
L9	N89° 13' 52"W	19.71'
L10	N89° 13' 52"W	9.13'
L11	N89° 13' 52"W	7.48'
L12	S41° 18' 31"E	5.21'
L13	N89° 13' 52"W	20.66'
L14	N00° 01' 03"W	165.41'
L15	N89° 58' 57"E	17.43'
L16	N89° 13' 52"W	10.19'
L17	S46° 52' 12"W	18.91'
L18	N36° 41' 31"W	6.83'
L19	N46° 52' 12"E	19.41'
L20	S51° 21' 05"W	7.11'

LINE TABLE		
LINE	DIRECTION	LENGTH
L21	N36° 41' 31"W	6.09'
L22	N51° 22' 35"E	7.07'
L23	N00° 01' 03"W	10.04'
L24	N01° 16' 58"E	19.07'
L25	S01° 16' 58"W	25.84'
L26	S36° 41' 31"E	8.06'
L27	S08° 16' 25"W	18.43'
L28	N52° 56' 09"E	8.94'
L29	N00° 02' 45"E	5.62'
L30	S36° 41' 31"E	8.28'
L31	S52° 56' 09"W	8.87'
L32	N89° 58' 57"E	10.01'
L33	N89° 58' 57"E	3.75'
L34	S01° 24' 46"W	5.00'
L35	S89° 58' 57"W	4.00'
L36	S01° 16' 29"W	80.88'
L37	N01° 16' 58"E	103.93'
L38	N08° 16' 25"E	4.42'



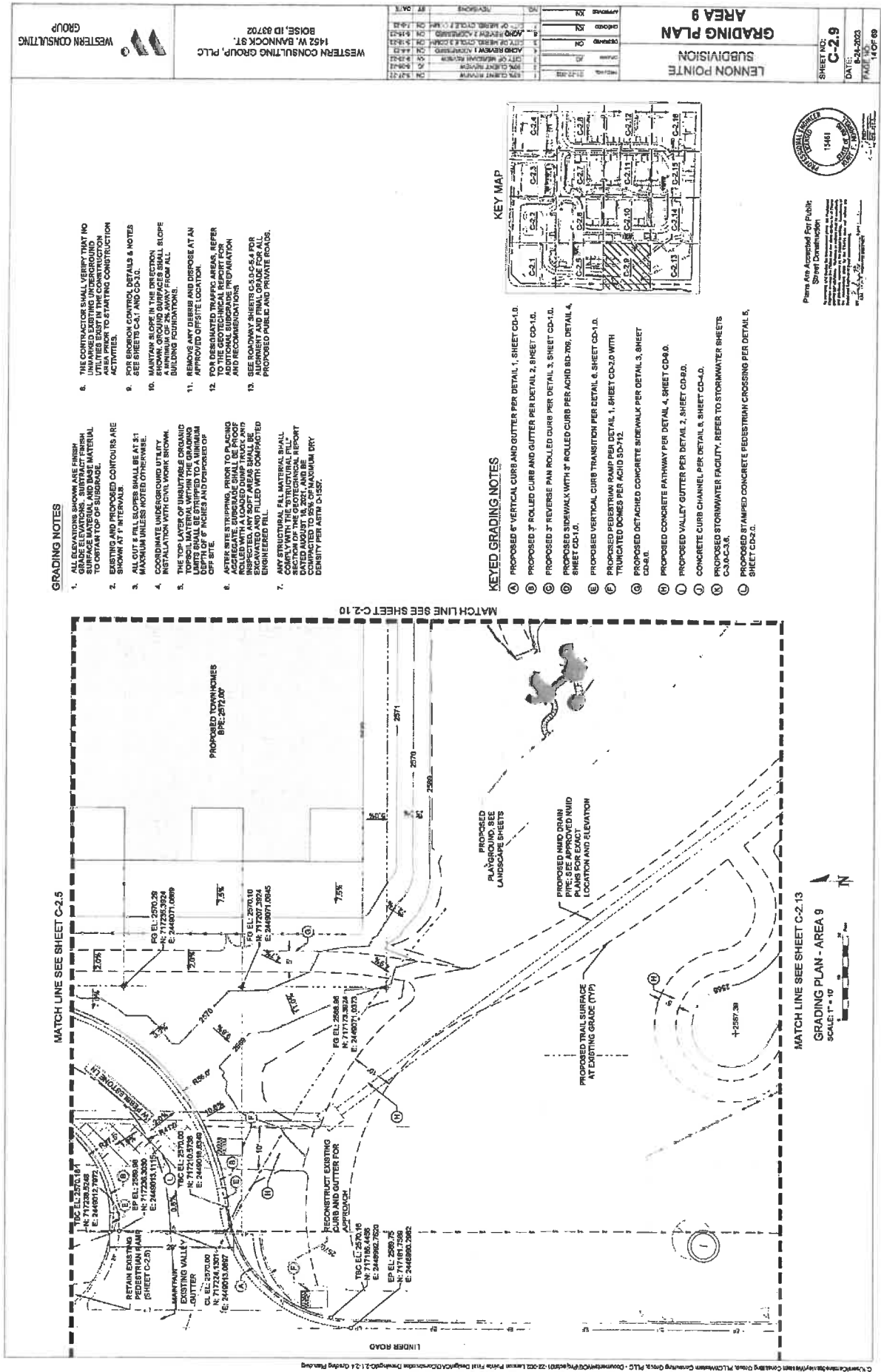
EXHIBIT B

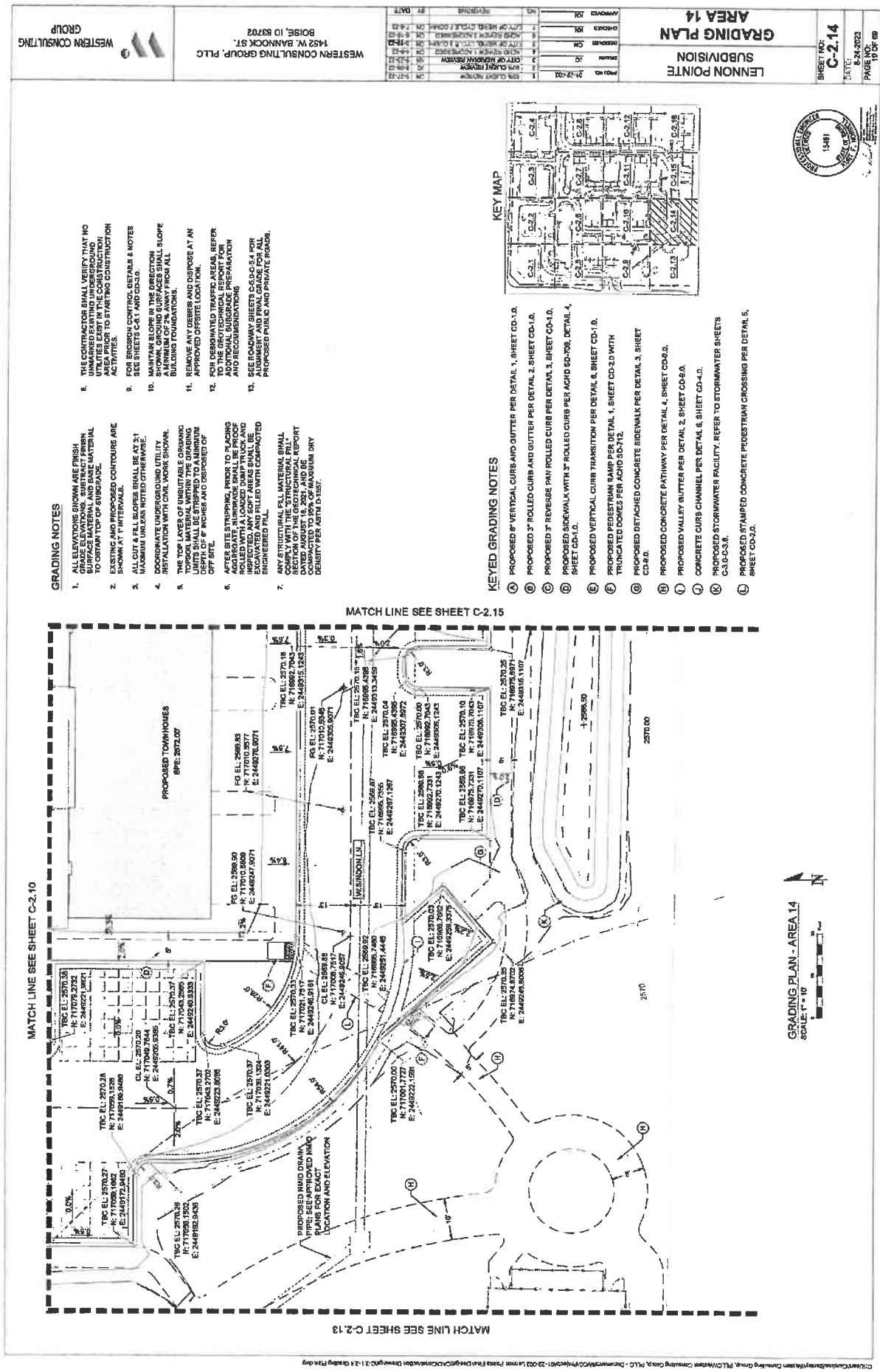
NMID / CITY PATHWAY

CURVE TABLE					
C#	RAD	DELTA	LEN	CH. BRG	CH. LEN
C1	20.50'	027°16'22"	9.76'	N23°39'32"W	9.67'
C2	1.50'	089°43'11"	2.35'	N82°09'19"W	2.12'
C3	1.50'	047°24'33"	1.24'	S66°14'58"E	1.21'
C4	25.50'	026°13'06"	11.67'	S38°53'23"E	11.57'
C5	73.51'	006°09'01"	7.89'	S17°19'51"W	7.89'
C6	37.28'	009°32'58"	6.21'	S45°08'43"E	6.21'
C7	1.50'	094°48'25"	2.48'	S87°46'27"E	2.21'
C8	124.36'	002°52'31"	6.24'	N46°15'36"E	6.24'
C9	114.36'	014°23'25"	28.72'	S43°11'53"W	28.65'
C10	124.36'	004°06'39"	8.92'	N39°05'37"E	8.92'
C11	1.50'	079°46'54"	2.09'	N01°15'29"E	1.92'
C12	32.28'	023°55'16"	13.48'	N50°35'36"W	13.38'
C13	132.42'	009°48'08"	22.65'	N10°49'27"W	22.63'
C14	125.00'	020°31'16"	44.77'	N25°59'08"W	44.53'
C15	15.00'	041°26'54"	10.85'	S26°08'45"W	10.62'
C16	25.00'	010°23'25"	4.53'	S10°37'00"W	4.53'
C17	20.00'	039°50'37"	13.91'	N26°56'53"E	13.63'
C18	125.00'	009°36'26"	20.96'	N43°21'12"W	20.94'
C19	290.17'	008°30'29"	43.09'	N43°54'10"W	43.05'
C20	15.00'	120°00'06"	31.42'	N68°38'52"W	25.98'
C21	13.00'	076°14'34"	17.30'	N46°46'06"W	16.05'
C22	18.00'	089°15'38"	28.04'	S53°17'04"E	25.29'
C23	10.00'	119°58'11"	20.94'	S68°38'20"E	17.32'
C24	290.17'	013°45'40"	69.69'	N31°46'51"W	69.52'

CURVE TABLE					
C#	RAD	DELTA	LEN	CH. BRG	CH. LEN
C25	51.25'	071°52'39"	64.29'	N60°00'12"W	60.16'
C26	61.25'	011°56'21"	12.75'	S89°00'39"E	12.72'
C27	1.50'	095°40'03"	2.50'	N49°07'00"E	2.22'
C28	56.00'	011°03'45"	10.81'	N69°09'00"E	10.80'
C29	1.50'	072°11'09"	1.89'	S34°48'37"E	1.77'
C30	61.25'	032°54'49"	35.19'	S54°26'47"E	34.70'
C31	69.39'	000°50'49"	1.03'	S37°18'15"E	1.03'
C32	3.00'	134°50'44"	7.06'	N75°41'48"E	5.54'
C33	120.00'	008°06'39"	16.99'	N04°13'06"E	16.97'
C34	3.00'	036°49'50"	1.93'	S07°14'08"E	1.90'
C35	125.00'	005°09'14"	11.24'	S05°41'48"W	11.24'
C36	280.17'	022°30'21"	110.05'	S36°54'14"E	109.35'
C37	129.41'	009°34'12"	21.61'	S43°28'08"E	21.59'
C38	1.50'	088°22'49"	2.31'	S82°52'27"E	2.09'
C39	6.00'	052°53'24"	5.54'	N26°29'27"E	5.34'
C40	11.00'	047°34'40"	9.13'	S29°08'49"W	8.87'
C41	1.50'	088°33'24"	2.32'	S08°39'27"W	2.09'
C42	135.00'	019°53'45"	46.88'	S25°40'23"E	46.64'
C43	142.42'	009°56'25"	24.71'	S10°45'17"E	24.68'
C45	365.90'	003°12'41"	20.51'	S01°20'10"E	20.51'
C46	27.50'	029°18'16"	14.07'	S47°14'12"W	13.91'
C47	355.90'	001°55'02"	11.91'	N02°03'55"W	11.91'
C48	3.00'	016°18'10"	0.85'	S13°58'10"E	0.85'







WESTERN CONSULTING GROUP, PLLC

1452 W. BAYVIEW ST.

BOISE, ID 83702

WESTERN CONSULTING GROUP

SHEET NO. C-2.14

DATE: 8-24-2023

PAGE NO. 10 OF 89

LENNON POINT SUBDIVISION

AREA 14

APPROVED FOR CONSTRUCTION

BY: [Signature]

DATE: 8-24-2023

APPROVED FOR CONSTRUCTION

BY: [Signature]

DATE: 8-24-2023

1. ALL ELEVATIONS SHOWN ARE FINISH GRADE ELEVATIONS. SUBTRACT FRICTION FROM FINISH GRADE ELEVATIONS TO OBTAIN TOP OF SUBGRADE.

2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 1' INTERVALS.

3. ALL CUT & FILL SLOPES SHALL BE AT 3:1 MAXIMUM UNLESS NOTED OTHERWISE.

4. COORDINATE UNDERGROUND UTILITY INSTALLATION WITH CIVIL WORK SHOWN.

5. THE TOP LAYER OF UNBITUMABLE ORGANIC MATERIAL SHALL BE 4" MINIMUM. THE GRADING UNITS SHALL BE SETBACK TO THE DEPTH OF 4" MINIMUM AND DISPOSED OF OFF SITE.

6. AFTER SITE STRIPPING, PRIOR TO PLACING SUBGRADE, THE TOP LAYER OF ORGANIC MATERIAL SHALL BE 4" MINIMUM. THE GRADING UNITS SHALL BE SETBACK TO THE DEPTH OF 4" MINIMUM AND DISPOSED OF OFF SITE.

7. ANY STRUCTURAL FILL MATERIAL SHALL COMPLY WITH THE STRUCTURAL FILL SECTION OF THE GEOTECHNICAL REPORT. THE TOP LAYER OF FILL SHALL BE COMPACTED TO 95% OF MAXIMUM DRY DENSITY PER ASTM D-1557.

8. THE CONTRACTOR SHALL VERIFY THAT NO UTILITIES EXIST IN THE CONSTRUCTION AREA PRIOR TO STARTING CONSTRUCTION ACTIVITIES.

9. THE CONTRACTOR SHALL VERIFY THAT NO UTILITIES EXIST IN THE CONSTRUCTION AREA PRIOR TO STARTING CONSTRUCTION ACTIVITIES.

10. MAINTAIN A 10' MINIMUM CLEARANCE FROM ALL EXISTING AND PROPOSED STRUCTURES. A MINIMUM OF 7' SHALL BE MAINTAINED FROM ALL BUILDING FOUNDATIONS.

11. REMOVE ANY DEBRIS AND DISPOSE AT AN APPROVED OFFSITE LOCATION.

12. FOR DEBRISATED TRAFFIC AREAS, REFER TO ROADWAY SHEETS C-2.14 FOR ADDITIONAL SUBGRADE PREPARATION AND RECOMMENDATIONS.

13. SEE ROADWAY SHEETS C-2.14 FOR ADDITIONAL SUBGRADE PREPARATION AND RECOMMENDATIONS.

KEYED GRADING NOTES

1. PROPOSED 2" VERTICAL CURB AND GUTTER PER DETAIL 1, SHEET CD-1.0.

2. PROPOSED 2" ROLLED CURB AND GUTTER PER DETAIL 2, SHEET CD-1.0.

3. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

4. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

5. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

6. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

7. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

8. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

9. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

10. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

11. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

12. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

13. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

14. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

15. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

16. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

17. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

18. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

19. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

20. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

21. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

22. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

23. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

24. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

25. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

26. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

27. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

28. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

29. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

30. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

31. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

32. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

33. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

34. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

35. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

36. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

37. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

38. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

39. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

40. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

41. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

42. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

43. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

44. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

45. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

46. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

47. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

48. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

49. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

50. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

51. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

52. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

53. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

54. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

55. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

56. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

57. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

58. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

59. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

60. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

61. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

62. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

63. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

64. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

65. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

66. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

67. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

68. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

69. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

70. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

71. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

72. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

73. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

74. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

75. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

76. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

77. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

78. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

79. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

80. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

81. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

82. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

83. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

84. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

85. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

86. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

87. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

88. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

89. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

90. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

91. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

92. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

93. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

94. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

95. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

96. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

97. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

98. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

99. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

100. PROPOSED 2" ROLLED CURB PER DETAIL 3, SHEET CD-1.0.

Exhibit C-1, page 3

