

AGREEMENT

AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between NAMP&A 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 / easement (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 CREASON LATERAL aka CREASON FEEDER (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 ten foot (10') pedestrian pathway, including grass landscaping along the east side of the Creason Feeder and within the District's easement for the Creason Feeder 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 ten foot (10') pedestrian pathway and pathway improvements and grass landscaping and sprinklers (which currently exist and will be repaired as part of the construction of the pathway) along the east side of the Creason Feeder and within the District's easement from Woodbury Drive south to the Five Mile Drain and within Waterbury Park Subdivision No. 5, located southwest of the intersection of Meridian Road and Ustick 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

STATE OF IDAHO )  
                          ) ss:  
County of Canyon )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald Barksdale and Michael Comeskey, known to me to be the President and Secretary, respectively, of NAMP & 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 \_\_\_\_\_, 2022, 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 Waterbury Park Subdivision No. 5, located in Section 1, Township 3 North, Range 1 West, B.M., Meridian, Ada County, Idaho, and as more specifically described in the Pedestrian Pathway Easement attached hereto as **Exhibit A-1** and by this reference incorporated herein.

**EXHIBIT B**  
**Location of Property/Drain**

*See Exhibit C-1 attached hereto.*

**EXHIBIT C**  
**Special Conditions**

a. The construction and the location of the pathway and pathway improvements shall be in accordance with **Exhibit C-1**, attached hereto and by this reference made a part hereof. A portion of the Creason Feeder at this location is in pipe and the City acknowledges and shall take precautions to prevent any damage to the pipe during the construction of the pathway or replacement of the landscaping over or in the vicinity of said pipe.

b. The City shall notify the District's Superintendent prior to and immediately after construction so that he or the District's engineers may inspect and approve the construction.

c. The District's easement along this section of the Creason Feeder includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the ditch or lateral, and to access the ditch or lateral for said purposes and along this section of the Creason Feeder is a minimum of 70 feet, 35 feet to either side of the centerline.

d. Construction shall be completed within one year of the date of this Agreement. Time is of the essence.

Creason Pathway Easement, Waterbury Park

**PEDESTRIAN PATHWAY EASEMENT**

THIS AGREEMENT, made this 24th day of August, 2021, between Waterbury Park HOA, 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:

Karen Carlyle  
Karen Carlyle, President/Waterbury Park HOA

STATE OF IDAHO )  
                                  ) ss  
County of Ada     )

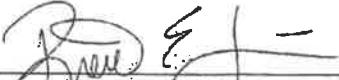
This record was acknowledged before me on 8-4-2021 (date) by Karen Carlyle (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity] on behalf of Waterbury Park HOA (name of entity on behalf of whom record was executed), in the following representative capacity: President (type of authority such as officer or trustee)


(stamp)

[Signature]  
Notary Signature  
My Commission Expires: 10/22/24



GRANTEE: CITY OF MERIDIAN

  
Robert E. Simison, Mayor 8-24-2021

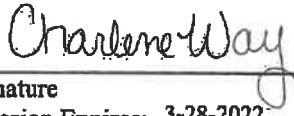
  
Attest by Chris Johnson, City Clerk 8-24-2021



STATE OF IDAHO, )  
                                  : ss.  
County of Ada        )

This record was acknowledged before me on 8-24-2021 (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 Signature  
My Commission Expires: 3-28-2022

## **EXHIBIT A**

### **Legal Description**

A blanket easement over portions of four (4) common lots in the Waterbury Park Subdivision, as necessary to create a contiguous pathway, consisting of:

- The common area legally described as all of Lot 36, Block 1, Waterbury Park Subdivision No. 5 as depicted on the Plat recorded in Book 73, Pages 7507 through 7508 in the office of the Recorder, Ada County Idaho.
- The common area legally described as all of Lot 19, Block 7, Waterbury Park Subdivision No. 5 as depicted on the Plat recorded in Book 73, Pages 7507 through 7508 in the office of the Recorder, Ada County Idaho.
- The common area legally described as all of Lot 18, Block 7, Waterbury Park Subdivision No. 4 as depicted on the Plat recorded in Book 66, Pages 6862 through 6863 in the office of the Recorder, Ada County Idaho.
- The common area legally described as all of Lot 30, Block 1, Waterbury Park Subdivision No. 4 as depicted on the Plat recorded in Book 66, Pages 6862 through 6863 in the office of the Recorder, Ada County Idaho.



EXHIBIT B-1, Waterbury Park No. 5

PLAT SHOWING  
**WATERBURY PARK SUBDIVISION NO. 5**

PORTIONS OF THE E1/2 SE1/4 NW1/4, AND THE W1/2 SW1/4  
 NE 1/4 OF SECTION 1, T.3N., R.1W., B.M.,  
 MERIDIAN, ADA COUNTY, IDAHO

1995  
 • HUBBLE ENGINEERING, INC. •  
 BOISE, IDAHO

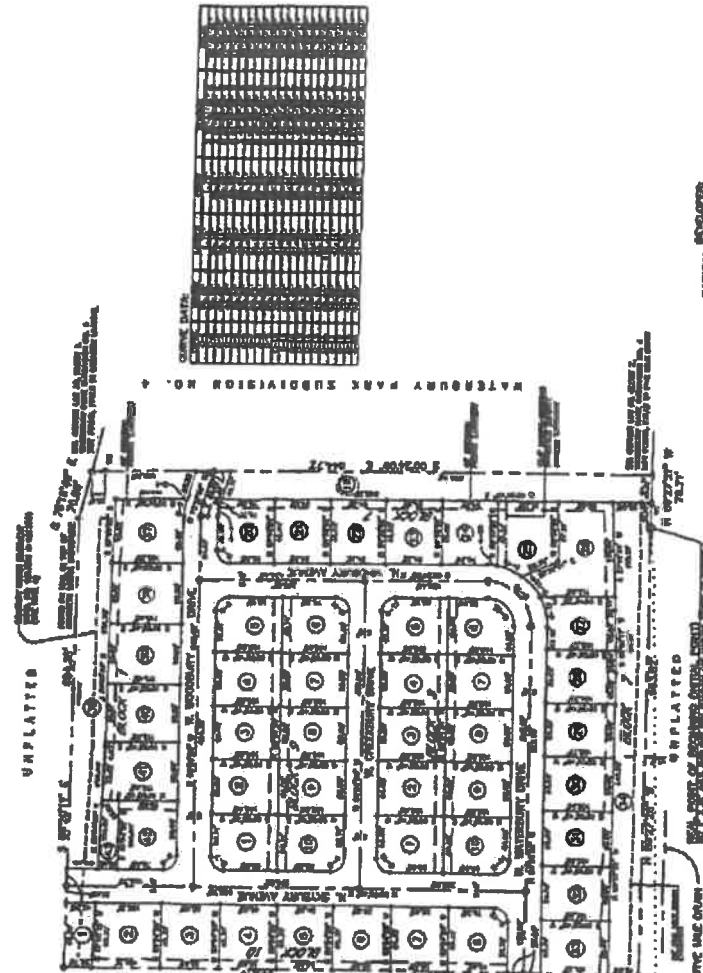


1/4" = 100' HORIZ. SCALE  
 1/8" = 100' VERT. SCALE

- LEGEND**
- PLAT BOUNDARY
  - E1/2 SEC. 1, T.3N., R.1W., B.M.
  - W1/2 SW1/4 NE 1/4
  - NE 1/4
  - PORTION OF NE 1/4 SEC. 1, T.3N., R.1W., B.M.
  - CALCULATED POINTS, SEE LIST
- PROPERTY BOUNDARY**
- PLAT BOUNDARY
  - E1/2 SEC. 1, T.3N., R.1W., B.M.
  - W1/2 SW1/4 NE 1/4
  - NE 1/4
  - PORTION OF NE 1/4 SEC. 1, T.3N., R.1W., B.M.
- LOT USE**
- RESIDENTIAL
  - COMMERCIAL
  - INDUSTRIAL
  - MIXED USE
  - OPEN SPACE
  - UTILITIES
- UNPLATTED**
- UNPLATTED
  - UNPLATTED

**NOTES**

1. THIS PLAT IS A REVISION TO THE PREVIOUS PLAT AND SHOULD BE READ IN CONJUNCTION WITH THE PREVIOUS PLAT.
2. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
3. ALL CORNERS ARE TO BE BUILT AND MARKED WITH CONCRETE MONUMENTS.
4. THE PLAT BOUNDARY IS TO BE BUILT AND MARKED WITH CONCRETE MONUMENTS.
5. THE PORTION OF NE 1/4 SEC. 1, T.3N., R.1W., B.M. IS TO BE BUILT AND MARKED WITH CONCRETE MONUMENTS.
6. THE CALCULATED POINTS ARE TO BE BUILT AND MARKED WITH CONCRETE MONUMENTS.
7. THE UNPLATTED AREAS ARE TO BE BUILT AND MARKED WITH CONCRETE MONUMENTS.
8. THE UNPLATTED AREAS ARE TO BE BUILT AND MARKED WITH CONCRETE MONUMENTS.



CAPITAL CITY ENGINEERING, INC.  
 BOISE, IDAHO

SHEET 1 OF 2

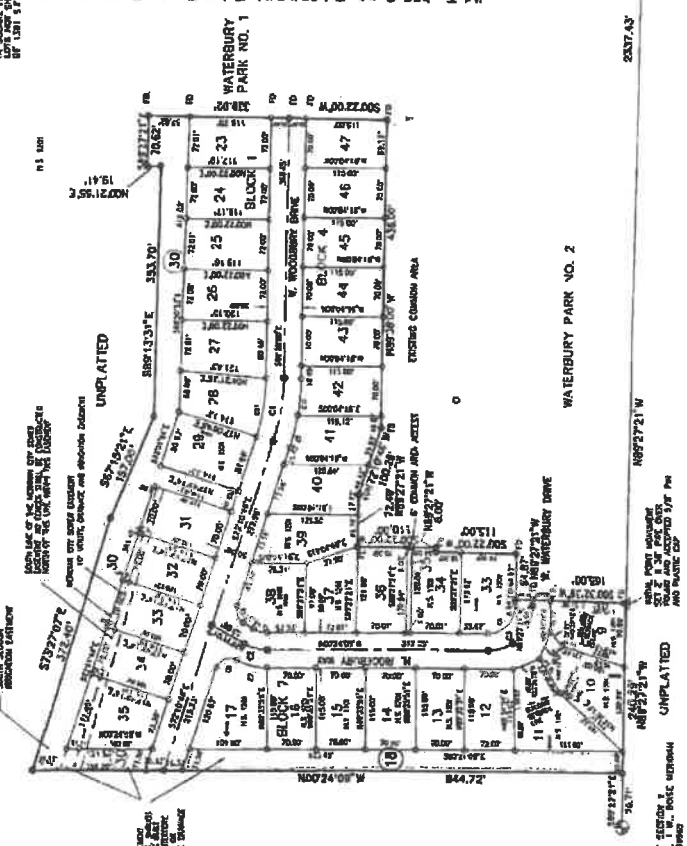
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# WATERBURY PARK SUBDIVISION NO. 4

A PORTION OF THE N 1/2 OF SECTION 1, T. 3 N., R. 1 W., BOISE MERIDIAN  
 MERIDIAN CITY, ADA COUNTY, IDAHO  
 A CAPITAL DEVELOPMENT CORP. SUBDIVISION  
 -JOHNSON ENGINEERING 1984-  
 BOISE, IDAHO

BLK	LOT	ACRES	AREA	PERMITS	REMARKS
1	1	.10	1100	8/1/84	
1	2	.10	1100	8/1/84	
1	3	.10	1100	8/1/84	
1	4	.10	1100	8/1/84	
1	5	.10	1100	8/1/84	
1	6	.10	1100	8/1/84	
1	7	.10	1100	8/1/84	
1	8	.10	1100	8/1/84	
1	9	.10	1100	8/1/84	
1	10	.10	1100	8/1/84	
1	11	.10	1100	8/1/84	
1	12	.10	1100	8/1/84	
1	13	.10	1100	8/1/84	
1	14	.10	1100	8/1/84	
1	15	.10	1100	8/1/84	
1	16	.10	1100	8/1/84	
1	17	.10	1100	8/1/84	
1	18	.10	1100	8/1/84	
1	19	.10	1100	8/1/84	
1	20	.10	1100	8/1/84	
1	21	.10	1100	8/1/84	
1	22	.10	1100	8/1/84	
1	23	.10	1100	8/1/84	
1	24	.10	1100	8/1/84	
1	25	.10	1100	8/1/84	
1	26	.10	1100	8/1/84	
1	27	.10	1100	8/1/84	
1	28	.10	1100	8/1/84	
1	29	.10	1100	8/1/84	
1	30	.10	1100	8/1/84	
1	31	.10	1100	8/1/84	
1	32	.10	1100	8/1/84	
1	33	.10	1100	8/1/84	
1	34	.10	1100	8/1/84	
1	35	.10	1100	8/1/84	
1	36	.10	1100	8/1/84	
1	37	.10	1100	8/1/84	
1	38	.10	1100	8/1/84	
1	39	.10	1100	8/1/84	
1	40	.10	1100	8/1/84	
1	41	.10	1100	8/1/84	
1	42	.10	1100	8/1/84	
1	43	.10	1100	8/1/84	
1	44	.10	1100	8/1/84	
1	45	.10	1100	8/1/84	
1	46	.10	1100	8/1/84	
1	47	.10	1100	8/1/84	
1	48	.10	1100	8/1/84	
1	49	.10	1100	8/1/84	
1	50	.10	1100	8/1/84	

- LEGEND**
- SEAM OF LOT
  - WATERWAY LINE
  - CENTER OF HIGHWAY
  - SERVICE LINE
  - BUILDING SETBACK LINE
  - UTILITY LINE
  - 1/2" SET BACK WITH (OR FOUND AS SHOWN)
  - SAFETY RIM SET WITH (OR FOUND AS SHOWN)
  - LARD CORNER
  - LOT NUMBER
- MIN. HOUSE SETBACK FROM FRONT LOT LINE SHALL BE 10 FT. MIN. SETBACK FROM SIDE LOT LINE SHALL BE 5 FT. MIN. SETBACK FROM REAR LOT LINE SHALL BE 5 FT.



## EXHIBIT B-2 - Waterbury Park No. 4

**IRIGATION RIGHTS**  
 ANY SUBDIVISION OF WITHIN THE MERIDIAN IRIGATION DISTRICT, THE MERIDIAN IRIGATION DISTRICT, OR ANY OTHER IRIGATION DISTRICT, EACH LOT WILL BE SUBJECT TO THE EXISTING IRIGATION RIGHTS OF THE DISTRICT, AND THE DISTRICT WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE IRIGATION SYSTEM.

**RESTRICTIVE COVENANTS**  
 RESTRICTIVE COVENANTS SHALL CONTROL TO THE STANDARD ESTABLISHED BY THE RESTRICTIVE COVENANTS AS FILED IN THE RECORDS OF THE ADA COUNTY RECORDER.

**BUILDING SETBACKS**  
 BUILDING SETBACKS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF CONSTRUCTION.

**EASEMENTS**  
 ALL LOTS HAVE A 10 FOOT WIDE EASEMENT ADJACENT TO ALL STREETS AND ROWS. THE EASEMENT SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS. ALL STREET FRONTAGE SHALL HAVE A 5 FOOT EASEMENT ON EACH SIDE OF THE STREET.

**RE-DEVELOPMENT**  
 ANY RE-DEVELOPMENT OF THIS PLOT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-DEVELOPMENT.

**COMMON AREA**  
 LOT NO. 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

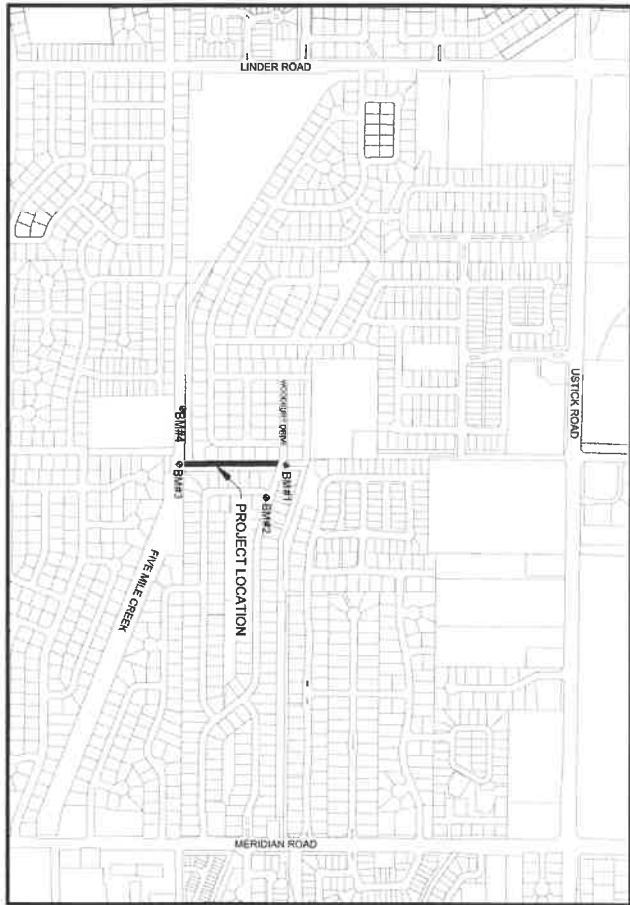
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**GENERAL NOTES**

1. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CURRENT EDITION OF THE IBC AND THE IBCS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MERIDIAN, IDAHO. THE REQUIREMENTS OF THE CITY OF MERIDIAN SHALL BE THE BASIS FOR ALL CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MERIDIAN, IDAHO. THE REQUIREMENTS OF THE CITY OF MERIDIAN SHALL BE THE BASIS FOR ALL CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MERIDIAN, IDAHO. THE REQUIREMENTS OF THE CITY OF MERIDIAN SHALL BE THE BASIS FOR ALL CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MERIDIAN, IDAHO. THE REQUIREMENTS OF THE CITY OF MERIDIAN SHALL BE THE BASIS FOR ALL CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MERIDIAN, IDAHO. THE REQUIREMENTS OF THE CITY OF MERIDIAN SHALL BE THE BASIS FOR ALL CONSTRUCTION.
7. ALL MATERIALS, EQUIPMENT, OR OTHER ITEMS THAT ARE USED IN THE CONSTRUCTION OF THE PROJECT SHALL BE APPROVED BY THE CITY OF MERIDIAN, IDAHO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MERIDIAN, IDAHO. THE REQUIREMENTS OF THE CITY OF MERIDIAN SHALL BE THE BASIS FOR ALL CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MERIDIAN, IDAHO. THE REQUIREMENTS OF THE CITY OF MERIDIAN SHALL BE THE BASIS FOR ALL CONSTRUCTION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MERIDIAN, IDAHO. THE REQUIREMENTS OF THE CITY OF MERIDIAN SHALL BE THE BASIS FOR ALL CONSTRUCTION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MERIDIAN, IDAHO. THE REQUIREMENTS OF THE CITY OF MERIDIAN SHALL BE THE BASIS FOR ALL CONSTRUCTION.

**CREASON LATERAL PATHWAY  
CITY OF MERIDIAN**



PROJECT VICINITY MAP  
N.T.S.

**SURVEY INFORMATION**

THE HORIZONTAL COORDINATES SHOWN HEREON ARE BASED ON THE NAD83 DATUM. STATE PLANE COORDINATE SYSTEM WEST ZONE 10N, U.S. SURVEY FEET. ALL PROJECTIONS AND COORDINATES SHOWN ARE APPROXIMATE. THE USER SHOULD VERIFY ALL DISTANCES SHOWN AND PROJECTIONS AND DISTANCES WITH THE VERTICAL DATUM IS NAD83.

POINT	BM#1	BM#2	BM#3	BM#4
NORTHING	71579.449	71595.441	71606.103	71607.219
EASTING	249025.399	249274.292	249377.143	249470.049
ELEVATION	2979.975	2977.710	2974.443	2973.843
DESCRIPTION	CHUCKLE	PK. 041	PK. 041	PK. 041

**ABBREVIATIONS**

B	BENCH MARK
C	CONCRETE
E	EARTH
G	GRAVEL
N	NORTH
P	PIPE
R	REINFORCED CONCRETE
S	SLAB
T	TERRAZZO
W	WOOD
Y	YARD
Z	ZONING
1	FOOT
2	SQUARE FEET
3	CUBIC FEET
4	MINUTE OF AN HOUR
5	MINUTE OF AN HOUR
6	MINUTE OF AN HOUR
7	MINUTE OF AN HOUR
8	MINUTE OF AN HOUR
9	MINUTE OF AN HOUR
0	MINUTE OF AN HOUR

**811 CALL BEFORE YOU DIG!**

FRONT TO COMMERCIAL DRUGS 811

NOTE: THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN APPROXIMATELY. ONLY RESPONSIBILITY OF THE CONTRACTOR TO INFER EXISTING UTILITIES. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES IS RESPONSIBLE FOR ANY AND ALL DAMAGE LOCAL AND MIGHT AFFECT ALL UTILITIES.

**SURVEY NOTE**

ALL MONUMENTS, ACCESSORIES TO CONTROL, BENCHMARKS THAT ARE LOST OR DESTROYED, OR THAT ARE FOUND TO BE INADEQUATE AND RECONSTRUCTED AT THE OPTION OF THE DESIGN PROFESSIONAL SHALL BE RECONSTRUCTED AT THE DESIGN PROFESSIONAL'S EXPENSE. THE ORIGINAL LOCATION OF THE BENCHMARK SHALL BE SHOWN ON THE RECONSTRUCTED CONTROL POINT FROM THE ORIGINAL BENCHMARK CONTROL POINT. THE DESIGN PROFESSIONAL SHALL BE RESPONSIBLE FOR THE RECONSTRUCTION OF ALL MONUMENTS, ACCESSORIES TO CONTROL, BENCHMARKS THAT ARE LOST OR DESTROYED, OR THAT ARE FOUND TO BE INADEQUATE AND RECONSTRUCTED AT THE OPTION OF THE DESIGN PROFESSIONAL SHALL BE RECONSTRUCTED AT THE DESIGN PROFESSIONAL'S EXPENSE.



NO.	REVISIONS DESCRIPTION	DATE

BORDER SIZE: 22" x 34"

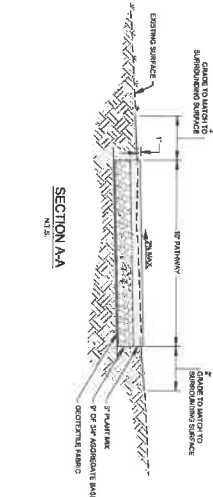
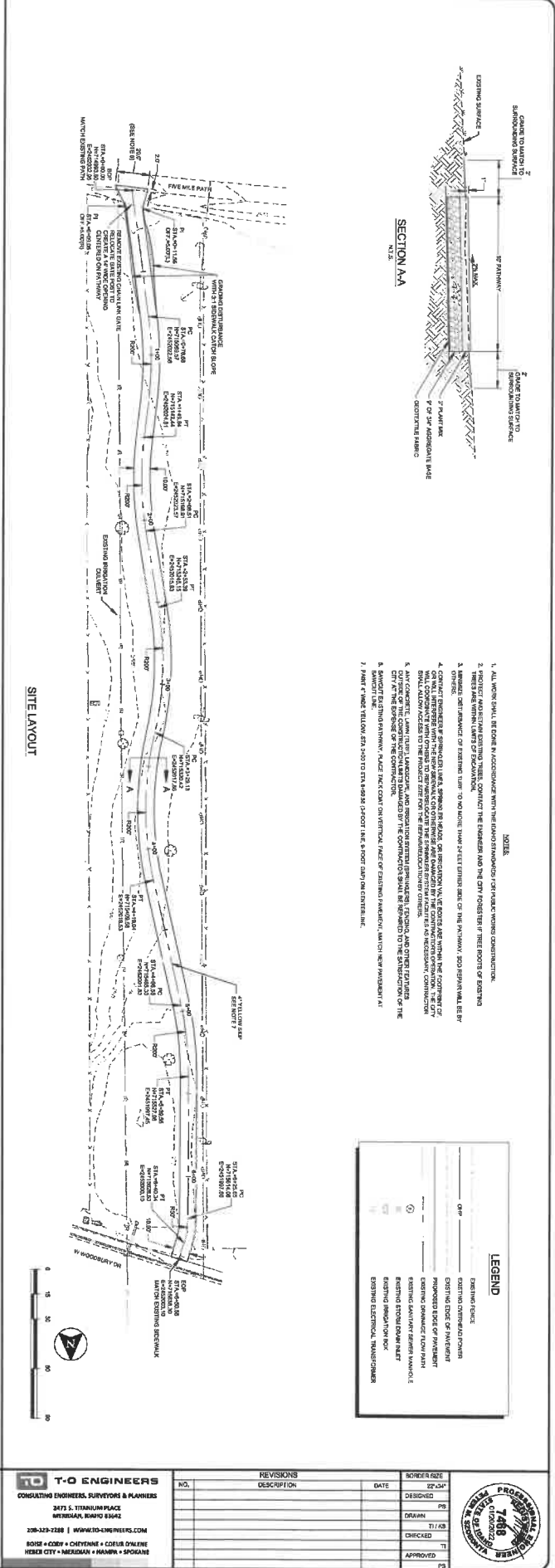
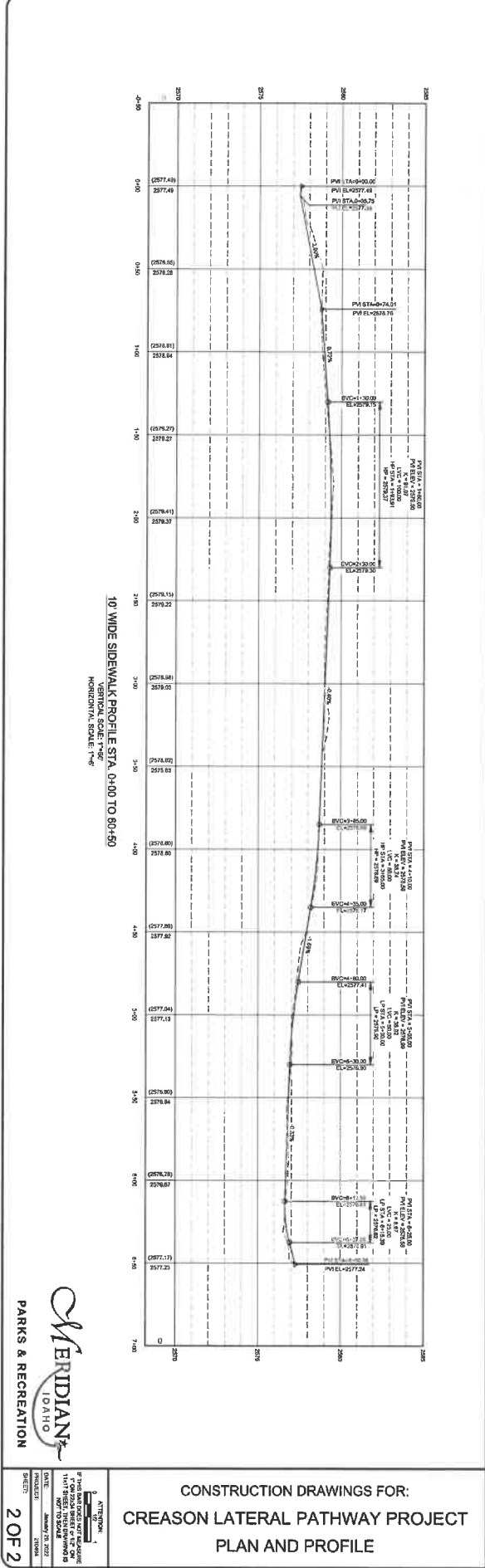
DESIGNED: #818

DRAWN: #818

CHECKED: #818

APPROVED: #818

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- NOTES**
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD WORKING CONSTRUCTION.
  2. VERIFY ALL EXISTING UTILITIES BEFORE CONSTRUCTION. THE ENGINEER AND THE CITY ENGINEER SHALL BE NOTIFIED OF ANY EXISTING UTILITIES.
  3. VERIFY THE EXISTING SIDEWALK WIDTH AND CONDITION BEFORE CONSTRUCTION.
  4. VERIFY THE EXISTING SIDEWALK CURVE DATA AND CONDITION BEFORE CONSTRUCTION.
  5. VERIFY THE EXISTING SIDEWALK MATERIAL AND CONDITION BEFORE CONSTRUCTION.
  6. VERIFY THE EXISTING SIDEWALK SURFACE AND CONDITION BEFORE CONSTRUCTION.
  7. VERIFY THE EXISTING SIDEWALK CURVE DATA AND CONDITION BEFORE CONSTRUCTION.

**LEGEND**

EXISTING SIDEWALK	EXISTING SIDEWALK WITH 2' SIDEWALK/CONCRETE BORDER
EXISTING SIDEWALK WITH 4' SIDEWALK/CONCRETE BORDER	EXISTING SIDEWALK WITH 6' SIDEWALK/CONCRETE BORDER
EXISTING SIDEWALK WITH 8' SIDEWALK/CONCRETE BORDER	EXISTING SIDEWALK WITH 10' SIDEWALK/CONCRETE BORDER
PROPOSED SIDEWALK	PROPOSED SIDEWALK WITH 2' SIDEWALK/CONCRETE BORDER
PROPOSED SIDEWALK WITH 4' SIDEWALK/CONCRETE BORDER	PROPOSED SIDEWALK WITH 6' SIDEWALK/CONCRETE BORDER
PROPOSED SIDEWALK WITH 8' SIDEWALK/CONCRETE BORDER	PROPOSED SIDEWALK WITH 10' SIDEWALK/CONCRETE BORDER
EXISTING SIDEWALK WITH 2' SIDEWALK/CONCRETE BORDER	EXISTING SIDEWALK WITH 4' SIDEWALK/CONCRETE BORDER
EXISTING SIDEWALK WITH 6' SIDEWALK/CONCRETE BORDER	EXISTING SIDEWALK WITH 8' SIDEWALK/CONCRETE BORDER
EXISTING SIDEWALK WITH 10' SIDEWALK/CONCRETE BORDER	EXISTING SIDEWALK WITH 12' SIDEWALK/CONCRETE BORDER
EXISTING SIDEWALK WITH 12' SIDEWALK/CONCRETE BORDER	EXISTING SIDEWALK WITH 14' SIDEWALK/CONCRETE BORDER
EXISTING SIDEWALK WITH 14' SIDEWALK/CONCRETE BORDER	EXISTING SIDEWALK WITH 16' SIDEWALK/CONCRETE BORDER
EXISTING SIDEWALK WITH 16' SIDEWALK/CONCRETE BORDER	EXISTING SIDEWALK WITH 18' SIDEWALK/CONCRETE BORDER
EXISTING SIDEWALK WITH 18' SIDEWALK/CONCRETE BORDER	EXISTING SIDEWALK WITH 20' SIDEWALK/CONCRETE BORDER

**ERIDIAN**  
IDAHO  
PARKS & RECREATION

9. ATTENTION: 1. PROJECT NO. 2022-06-15  
2. PROJECT NAME: CREASON LATERAL PATHWAY PROJECT  
3. PROJECT LOCATION: 4715 S. TIBBALS PLACE, MERIDIAN, IDAHO 83642  
4. DATE: JANUARY 20, 2022  
5. DRAWN BY: J. W. BROWN  
6. CHECKED BY: J. W. BROWN  
7. APPROVED BY: J. W. BROWN  
8. SHEET NO. 2 OF 2

**CONSTRUCTION DRAWINGS FOR:  
CREASON LATERAL PATHWAY PROJECT  
PLAN AND PROFILE**

**T-O ENGINEERS**  
CONSULTING ENGINEERS, SURVEYORS & PLANNERS  
4715 S. TIBBALS PLACE  
MERIDIAN, IDAHO 83642  
208-223-1288 | WWW.T-OENGINEERS.COM  
BOISE • COBURN • CHEYENNE • COEUR D'ALENE  
HEMER CITY • MERIDIAN • MANAWA • SPOKANE

NO.	REVISIONS DESCRIPTION	DATE

**PROFESSIONAL SEAL**  
7489  
J. W. BROWN  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF IDAHO  
NO. 10000