

**ADDENDUM TO CONSTRUCTION CONTRACT FOR
URBAN IRRIGATION SYSTEM IN CEDAR SPRING SUBDIVISION NO. 3**

1. DEFINITIONS. In this Agreement certain words appear which have the following meaning:

"Owner" means the City of Meridian, an Idaho municipal corporation, the owner of the land to which irrigation water will be distributed by the urban irrigation system that is the subject of this Addendum.

"District" means Nampa & Meridian Irrigation District.

"Addendum" means this written and signed Addendum (contract) entered into between the Owner and District.

"Agreements" or "Prior Agreements" mean the written and signed Agreements (contracts) that have previously been entered into pertaining to Cedar Springs Subdivision No. 3.

"Subject Property" means Lot 11, Block 25 Cedar Springs Subdivision No. 3, according to the official plat thereof.

2. STATUTORY AUTHORITY. This Addendum is made under the authority of Idaho Code § 43-330A through 43-330G.

3. PRIOR AGREEMENTS. Howell-Murdoch Development Corporation, an Idaho corporation, and Nampa & Meridian Irrigation District have entered into a Construction Contract for Pressurized Urban Irrigation System in Cedar Springs Subdivision No. 1 on the 15th day of October, 2002, recorded on the 17th day of October, 2002 in the records of Ada County, Idaho as instrument number 102119513 and Agreement for Pressurized Urban Irrigation System (PUIS) with Restrictive Covenants Running with the Land as to Cedar Springs Subdivision No. 1 on the 15th day of October, 2002, recorded on the 17th day of October, 2002 in the records of Ada County, Idaho

as instrument number 102119514. The parties further entered into an Addendum to Construction Contract for Urban Irrigation System in Cedar Springs Subdivision No. 1 and Agreement for Pressurized Urban Irrigation System (PUIS) with Restrictive Covenants Running with the Land as to Cedar Springs Subdivision No. 1 to Include Cedar Springs Subdivision No. 2 on the 19th day of November, 2002, recorded on the 22nd day of November, 2002 in the records of Ada County, Idaho as instrument number 102138257 and an Addendum to Construction Contract for Urban Irrigation System in Cedar Springs Subdivision No. 1 and Agreement for Pressurized Urban Irrigation System (PUIS) with Restrictive Covenants Running with the Land as to Cedar Springs Subdivision No. 1 to Include Cedar Springs Subdivision No. 3 on the 5th day of August, 2003, recorded on the 8th day of August, 2003 in the records of Ada County, Idaho as instrument number 103132413.

4. PROPERTY COVERED BY THIS ADDENDUM. This Addendum is intended for the benefit of the Subject Property.

5. PURPOSE. The purpose of this Addendum is to allow the vacation and relocation of the existing pressurized irrigation mainline in the Subject Property as more particularly described herein.

6. PUMP STATION. The pump station to serve the Subject Property is located in the Pump Station #47 Cedar Springs. It is understood and agreed by the Owner that the capacity of the irrigation pump(s) and facilities will be sufficient for the delivery of pressurized water to the subject Property and that the delivery of pressurized water to the Subject Property will not adversely impact the delivery of pressurized water to the other existing properties served by the pump station. If the delivery of pressurized water to the Subject Property adversely impacts the delivery of pressurized water to the existing properties served by the pump station the Owner agrees to pay their proportionate share of the cost to upgrade the pumps.

7. EASEMENT. The Prior Agreement, Addendum to Construction Contract for Urban Irrigation System in Cedar Springs Subdivision No. 1 and Agreement for Pressurized Urban Irrigation System (PUIS) with Restrictive Covenants Running with the Land as to Cedar Springs Subdivision No. 1 to Include Cedar Springs Subdivision No. 3 entered into on the 5th day of August, 2003, recorded on the 8th day of August, 2003 in the records of Ada County, Idaho as instrument number 103132413, paragraph 8G, provides that the District has an easement for the installation, operation, maintenance, repair and replacement of the irrigation mainline within the Subject

Property. The location of the easement shall be determined by the location of the pipelines and other facilities, as finally installed, with the width of the easement being five (5) feet on either side of the centerline of each pipeline, for a total of ten (10) feet.

8. RELOCATION OF PIPELINE. EASEMENT. Upon receiving all necessary permits and other documents or approvals that may be required by the Public Authorities for the performance of the work, Owner will remove the existing pressurized irrigation main line that runs along the east boundary line of the Subject Property. The irrigation main line will be relocated slightly east of the existing pressurized irrigation main line of the Subject Property which will run approximately 900 LF. The pipe used will be 6" Class 200 PVC main line. A 6-inch gate valve will be installed on each end of the newly installed main line.

The general location of the existing pressurized irrigation main line and the general location of the relocated irrigation main line are shown on the Plan which is attached hereto as **Exhibit A** and incorporated herein by reference. The relocated main line will run north and south along the east boundary line of the Subject Property line. All products and workmanship shall be done in accordance with the current District Standards and Specifications.

Upon completion of the relocated main line to the satisfaction of the District, the District will relinquish the easement pertaining to the existing pipeline. Owner hereby grants to District an easement for the installation, operation, maintenance, repair and replacement of the relocated pressurized irrigation main line. The actual location of the easement shall be determined by the location of the pipeline and other facilities, as finally installed, and the width of the easement shall be five (5) feet on either side of the centerline of each pipeline, for a total of ten (10) feet. The easement shall be ten (10) feet in width irregardless of property lines, fences or other obstructions. Owner shall not place any obstruction, encroachment, crossing or vegetation in the easement of District that would hinder or impair the operation, maintenance or repair of the main line by District. All costs of construction shall be paid in full by Owner.

9. OWNERSHIP, OPERATION AND MAINTENANCE OF DISTRIBUTION SYSTEM. The relocated pressurized irrigation mainline constructed under this Addendum shall be the property of, and shall be owned by, District upon completion and acceptance of the work by District. District shall, pursuant to Idaho Code Section 43-330F, upon acceptance of the relocated

pressurized irrigation mainline, maintain, repair, operate and replace the pressurized irrigation mainline which is the subject of this Addendum.

10. ENTIRE AGREEMENT. This Addendum and the Prior Agreements contain the entire agreement between the parties hereto with respect to the subject matter of this Addendum.

11. GOVERNING LAW. This Addendum shall be construed under, and governed by, the laws of the State of Idaho.

12. BINDING EFFECT. This Addendum shall bind the parties hereto and their respective heirs, personal representatives, successors and assigns.

13. AUTHORIZATION OF SIGNATURE. Owner hereby warrants that the person signing this Addendum has been authorized to do so by Owner.

14. AMENDMENTS. Amendments to this Addendum shall be made only by written instrument executed by each of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto caused their names to be subscribed this ____ day of _____, 202__.

CITY OF MERIDIAN
an Idaho municipal corporation

By _____
Robert E. Simison, Mayor

Attest:

Christ Johnson, City Clerk

NAMPA & MERIDIAN IRRIGATION DISTRICT

By _____
Its President

ATTEST:

Its Secretary

STATE OF IDAHO
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 Public for the State of Idaho
My commission expires: _____

STATE OF IDAHO
County of Canyon

This record was acknowledged before me on _____, (date), by, _____ and _____, President and Secretary, respectively, of NAMPA & MERIDIAN IRRIGATION DISTRICT.

Notary Public for Idaho
My Commission Expires: _____

■ Relocated Main Line in Black

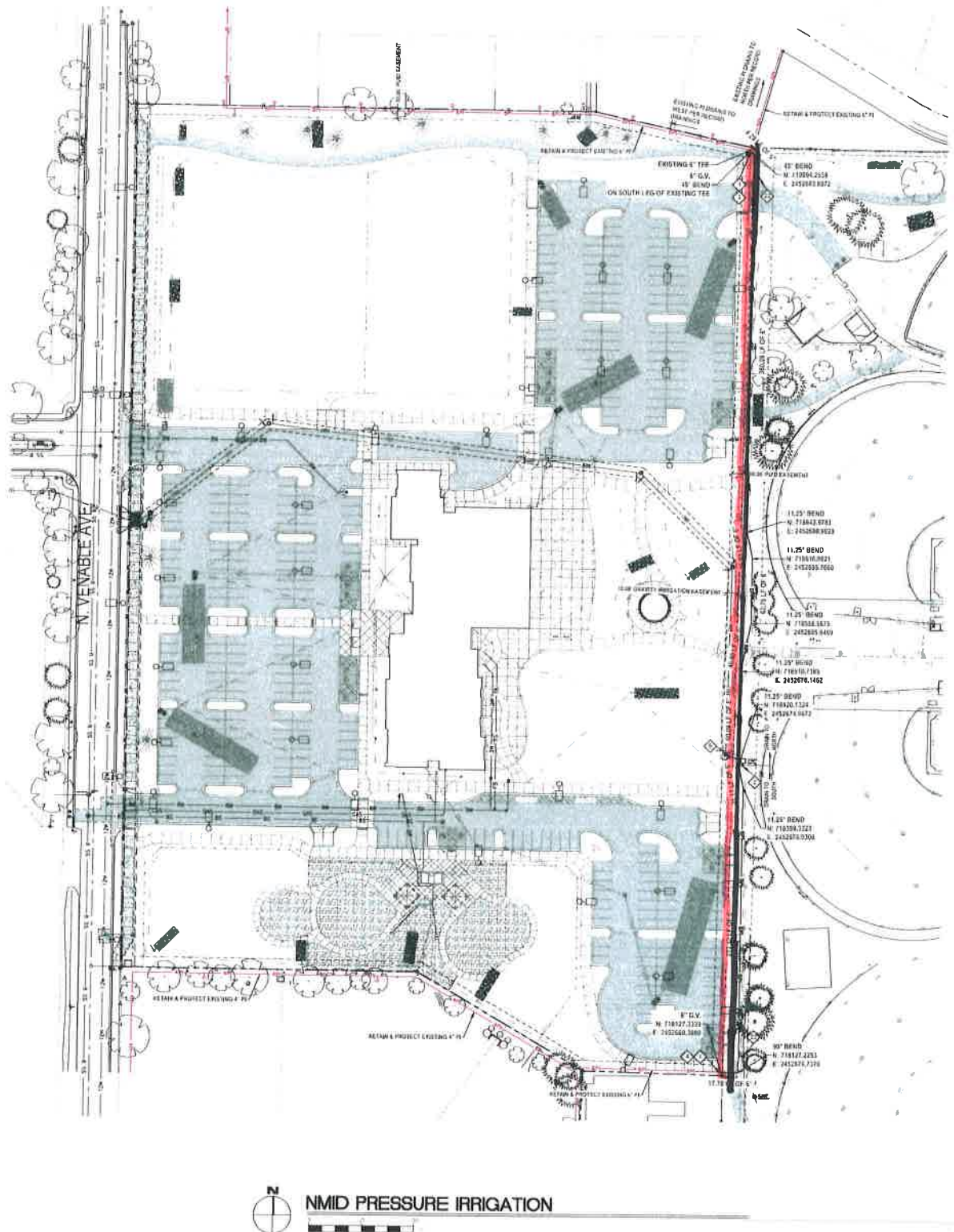


Exhibit A