

AGREEMENT
(Dayspring Subdivision No. 1 - Sky Pilot Drain)

AGREEMENT, made and entered into this ____ day of _____, 2026, by and between NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the “***District***,” and

THE CITY OF MERIDIAN, a political subdivision and
municipality of the State of Idaho

hereinafter referred to as the “***City***,”

W I T N E S S E T H:

WHEREAS, the parties hereto entered into a Master Pathway Agreement For Developing and Maintaining Pathways for public use along and across some of the District’s ditches and within some of the District’s easements and fee title lands dated December 19, 2000, recorded as Instrument No. 100102999, records of Ada County, Idaho, and subsequently entered into an Addendum to Master Pathway Agreement dated July 6, 2023, recorded as Instrument No. 2023-039167, records of Ada County, Idaho, hereinafter collectively referred to as the “***Master Pathway Agreement***,” and,,

WHEREAS, the District and the City intended by entering the Master Pathway Agreement to accomplish the following in a manner that is consistent with their respective legal and fiduciary responsibilities; to enhance the City’s pathway planning through early consultation between the City and the District; to establish a process for the City’s submission of pathway requests and the District’s consideration of such requests; and to provide the general conditions for the District’s approval and authorization of pathway requests affecting the District’s ditches, property, operations and maintenance; and,

WHEREAS, the District grants to the City the right develop pathways to encroach within the District’s easements and/or fee title property along and across the District’s ditches, 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 canal known as the SKY PILOT DRAIN (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: 1) a 10' wide multi-use pathway/sidewalk within the District’s easement for the Sky Pilot 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 10' wide multi-use pathway/sidewalk within the District's easement for the Sky Pilot Drain, within Dayspring Subdivision No. 1, located 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 name to be subscribed and the Licensee has caused its name to be subscribed by its duly authorized officer, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By _____
David Duvall, Water Superintendent

STATE OF IDAHO)
) ss:
County of Canyon)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID DUVAL, known to me to be the Water Superintendent of NAMPA & MERIDIAN IRRIGATION DISTRICT, the irrigation district that executed the foregoing instrument and acknowledged to me that such irrigation district executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day

and year in this certificate first above written.

Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____

THE CITY OF MERIDIAN

By _____

ATTEST:

STATE OF IDAHO)
) ss:
County of Ada)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me to be the _____ and _____, respectively, of The CITY OF MERIDIAN, the entity that executed the foregoing instrument and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for _____
Residing at _____, _____
My Commission Expires: _____

EXHIBIT A
Legal Description

A right-of-way/easement located within Dayspring Subdivision No. 1 located in the NW1/4 of Section 4, 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/Canal

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 Sky Pilot Drain includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the ditch or canal, and to access the ditch or canal for said purposes, and is a minimum of 100 feet, 50 feet to either side of the centerline.
- c. Construction shall be completed one year from the date of this agreement. Time if of the essence.

Project Name or Subdivision Name:

Dayspring Subdivision No. 1

For Internal Use Only

Record Number: ESMT-2026-0175

PEDESTRIAN PATHWAY EASEMENT

THIS Easement Agreement made this 8th day of September 2026 between
Magnolia East Dayspring Owner, LLC ("Grantor") and the City of Meridian, an Idaho Municipal
Corporation ("Grantee");

WITNESSETH:

WHEREAS, Grantor is the owner of real property on portions of which the City of Meridian desires to establish a public pathway; and

WHEREAS, the Grantor desires to grant an easement to establish a public pathway and provide connectivity to present and future portions of the pathway; and

WHEREAS, Grantor shall construct the pathway improvements upon the easement described herein; and

NOW, THEREFORE, the parties agree as follows:

THE GRANTOR does hereby grant unto the Grantee an easement on the following property, described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein.

THE EASEMENT hereby granted is for the purpose of providing a public pedestrian pathway easement for multiple-use non-motorized recreation, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, said easement unto said Grantee, its successors and assigns forever.

THE GRANTOR covenants and agrees that Grantor shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or shrubs.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the pathway improvements.

THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,

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:

D. M. F.

STATE OF CALIFORNIA)
County of Orange) ss

This record was acknowledged before me on _____ (date) by Daniel McCann
(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 Magnolia East Dayspring Owner, LLC
(name of entity on behalf of whom record was executed), in the following representative
capacity: President (type of authority such as officer or trustee)

~~Notary Stamp Below~~

Notary Signature _____
My Commission Expires: _____

See the Attached CA.
☒ Acknowledgment or
☐ Joint Form

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

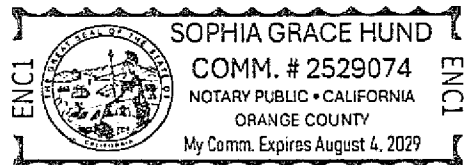
On August 3, 2026 before me, Sophia Grace Hund, notary public
(insert name and title of the officer)

personally appeared Daniel McCann
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

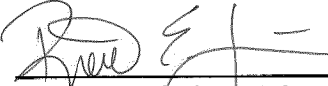
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

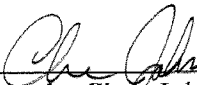
WITNESS my hand and official seal.

Signature _____ (Seal)



GRANTEE: CITY OF MERIDIAN


Robert E. Simison, Mayor 9-8-2026

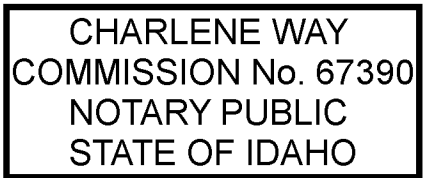

Attest by Chris Johnson, City Clerk 9-8-2026

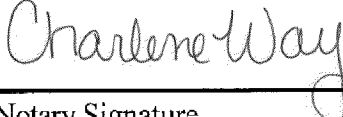


STATE OF IDAHO,)
 : ss.
County of Ada)

This record was acknowledged before me on 9-8-2026 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

Notary Stamp Below





Notary Signature
My Commission Expires: 3-28-2028

EXHIBIT A

Legal Description
City of Meridian Pathway Easements
Dayspring Subdivision No. 1

Easement being over a portion of the of the NW1/4 of Section 4, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

EASEMENT

Commencing at an Aluminum Cap monument marking the northeast corner of NW1/4 of said Section 4, from which an Aluminum Cap monument marking the northwest corner of the NW1/4 of said Section 4 bears N 89°19'04" W a distance of 2638.34 feet;

Thence S 52°51'03" W a distance of 362.07 feet to the **POINT OF BEGINNING**;

Thence S 0°56'45" W a distance of 7.32 feet to a point;

Thence S 31°37'51" W a distance of 8.54 feet to a point;

Thence N 34°09'55" W a distance of 109.03 feet to the beginning of a tangential curve;

Thence a distance of 36.48 feet along the arc of a 38.00 foot radius curve left, said curve having a central angle of 55°00'36" and a long chord bearing N 61°40'14" W a distance of 35.10 feet to a point of tangency;

Thence N 89°10'32" W a distance of 26.20 feet to a point;

Thence N 0°49'28" E a distance of 12.00 feet to a point;

Thence S 89°10'32" E a distance of 26.20 feet to the beginning of a tangential curve;

Thence a distance of 48.01 feet along the arc of a 50.00 foot radius curve right, said curve having a central angle of 55°00'36" and a long chord bearing S 61°40'14" E a distance of 46.18 feet to a point of tangency;

Thence S 34°09'55" E a distance of 99.54 feet to the **POINT OF BEGINNING**.

Said Easement contains 2,089 square feet and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
May 19, 2026

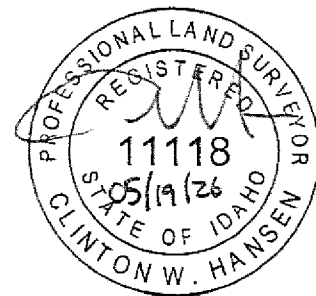


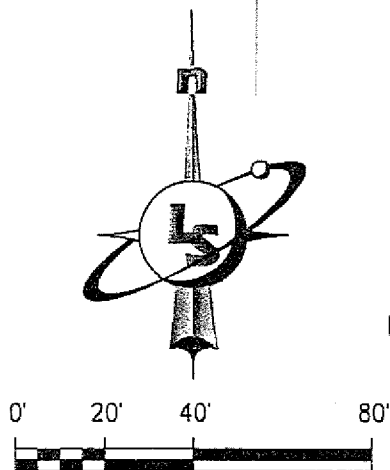
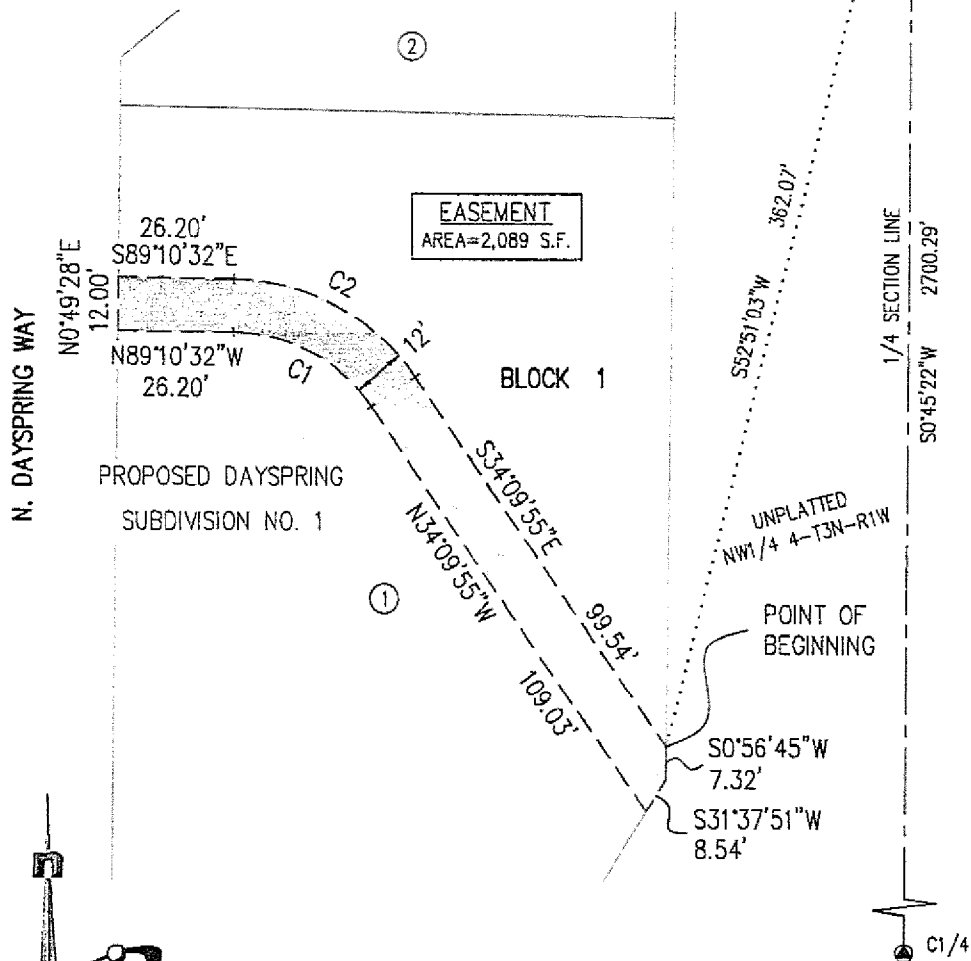
EXHIBIT B

CITY OF MERIDIAN PATHWAY EASEMENTS
DAYSPRING SUBDIVISION NO. 1

IN THE NW 1/4 OF SECTION 4, T3N, R1W, BM, CITY OF MERIDIAN, ADA COUNTY, IDAHO

W. USTICK ROAD
POINT OF COMMENCEMENT
SECTION LINE N89°19'04"W 2638.34' BASIS OF BEARING
T4N T3N
32 33
5 4
MCDERMONT ROAD
N1/4

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	36.48'	38.00'	55°00'36"	N61°40'14"W	35.10'
C2	48.01'	50.00'	55°00'36"	S61°40'14"E	46.18'



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