

ADDENDUM TO AGREEMENT
(Lennon Pointe Subdivision)

ADDENDUM TO LICENSE AGREEMENT, made and entered into this ____ day of _____, 2025, 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 ("***District***"), and the CITY OF MERIDIAN, a political subdivision and municipality of the State of Idaho (hereinafter referred to as "***City***"), is made with reference to the following facts:

The District and the City previously entered into an Agreement dated November 2, 2023, recorded as Instrument No. 2023-063818, records of Ada County, Idaho (hereinafter the "***Agreement***"). The purpose of the Agreement is to permit City to: 1) construct, install, operate and maintain a 10' pedestrian pathway over the piped Kellogg Drain and within the District's easement for Kellogg Drain, within the Lennon Pointe Subdivision, located southeast of the intersection of Linder Road and Ustick Road in Meridian, Ada County, Idaho. Exhibit C, paragraph c. of said Agreement provided that "Construction shall be completed within one year of the date of this Agreement. Time is of the essence." The owner/developer of the Lennon Pointe Subdivision has not completed the piping of the Kellogg Drain or the construction of the pathway and thus the City now desires to modify and/or amend said Agreement to permit and allow City to extend the time to complete the construction authorized by said Agreement and to allow the time to complete said construction within one year of the date of this Addendum. Execution of this Addendum in accordance with these facts will affect or change the terms of said Agreement.

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions herein and those set forth in the Agreement referred to above, the parties agree as follows:

1. Exhibit C, paragraph c. of said Agreement is hereby amended and modified to provide: "Construction authorized by said Agreement shall be completed within one year of the date of this Addendum. Time is of the essence."
2. Said Agreement is hereby affirmed and shall remain in full force and effect except as modified by this Addendum. The District and City acknowledge and agree that each is bound by the covenants, conditions and agreements contained in said Agreement.
3. The covenants, conditions and agreements contained herein and in said Agreement shall constitute covenants to run with, and running with, all of the lands of City described in Exhibit A of said

Agreement, 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, including, but not limited to, dedications, transfers and assignments of facilities to public entities.

IN WITNESS WHEREOF, the District and the City have hereunto caused their names to be subscribed 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 _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID DUVALL, 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: _____

CITY OF MERIDIAN

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

STATE OF IDAHO)
)ss.
County of Ada)

On this _____ day of _____, 2025, before me, the undersigned, a notary public in and for said state, personally appeared _____ and _____ known or identified to me to be the _____ and _____ of CITY OF MERIDIAN, the entity that executed the foregoing instrument, and acknowledged to me that said 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: _____