

AGREEMENT
(Southridge South Phase 2 - Ridenbaugh Canal)

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, 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 RIDENBAUGH CANAL (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 pedestrian pathway within the District’s easement for the Ridenbaugh Canal, 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 pedestrian pathway on the most southern ten feet of the District's easement for the Ridenbaugh Canal, within Southridge South Subdivision, Phase 2, 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 _____, 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: _____

THE CITY OF MERIDIAN

By _____

ATTEST:

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 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 Southridge South Subdivision Phase 2 in the N ½ of Section 23, 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, pedestrian bridge and landscaping 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 Ridenbaugh Canal 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 140 feet, 60 feet to the left and 80 feet to the right of the centerline looking downstream.
- c. Construction shall be completed one year from the date of this agreement. Time of the essence.



Date: October 8, 2025

Project No.: 121172

EXHIBIT A

**SOUTHRIDGE SOUTH SUBDIVISION PHASE 2
PATHWAY EASEMENT DESCRIPTION**

An easement located in the North One Half of Section 23, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northwest Corner of Section 23 of said Township 3 North, Range 1 West, (from which point the North One Quarter Corner of said Section 23 bears South 89°14'56" East, 2652.36 feet distant);

Thence from said Northwest Corner of Section 23, South 65° 12' 22" East, a distance of 2342.90 feet to a point on the easterly boundary line of Southridge South Subdivision Phase 1, as same is recorded in Book 131 of Plats at Page 31, records of Ada County, said point being the POINT OF BEGINNING;

Thence South 64° 01' 59" East, a distance of 283.08 feet to a point of curve;

Thence 63.83 feet on the arc of a curve to the left, having a radius of 440.00 feet, a central angle of 08° 18' 42", and whose chord bears South 68° 11' 20" East, a distance of 63.77 feet;

Thence South 72° 20' 41" East, a distance of 150.79 feet to a point of curve;

Thence 132.23 feet on the arc of a curve to the right, having a radius of 110.00 feet, a central angle of 68° 52' 24", and whose chord bears South 37° 54' 29" East, a distance of 124.41 feet;

Thence South 03° 28' 17" East, a distance of 411.33 feet;

Thence South 03° 28' 17" East, a distance of 3.59 feet to a point of curve;

Thence 263.04 feet on the arc of a curve to the left, having a radius of 110.00 feet, a central angle of 137° 00' 42", and whose chord bears South 71° 58' 38" East, a distance of 204.70 feet;

Thence North 39° 31' 01" East, a distance of 141.01 feet to a point of curve;

Thence 6.52 feet on the arc of a curve to the right, having a radius of 90.00 feet, a central angle of 04° 08' 57", and whose chord bears North 41° 35' 29" East, a distance of 6.52 feet;

Thence South 32° 14' 51" East, a distance of 20.81 feet;

Thence South 39° 31' 01" West, a distance of 141.01 feet to a point of curve;

Thence 134.27 feet on the arc of a curve to the right, having a radius of 130.00 feet, a central angle of 59° 10' 38", and whose chord bears South 69° 06' 20" West, a distance of 128.38 feet to a point of compound curve;

Thence 176.60 feet on the arc of a curve to the right, having a radius of 130.00 feet, a central angle of 77° 50' 04", and whose chord bears North 42° 23' 19" West, a distance of 163.33 feet;

Thence North 03° 28' 17" West, a distance of 414.91 feet to a point of curve;

Thence 108.19 feet on the arc of a curve to the left, having a radius of 90.00 feet, a central angle of 68° 52' 24", and whose chord bears North 37° 54' 29" West, a distance of 101.79 feet;

Thence North 72° 20' 41" West, a distance of 150.79 feet to a point of curve;

Thence 66.73 feet on the arc of a curve to the right, having a radius of 460.00 feet, a central angle of 08° 18' 42", and whose chord bears North 68° 11' 20" West, a distance of 66.67 feet;

Thence North 64° 01' 59" West, a distance of 283.08 feet to a point on the Easterly boundary line of said Southridge South Subdivision Phase 1;

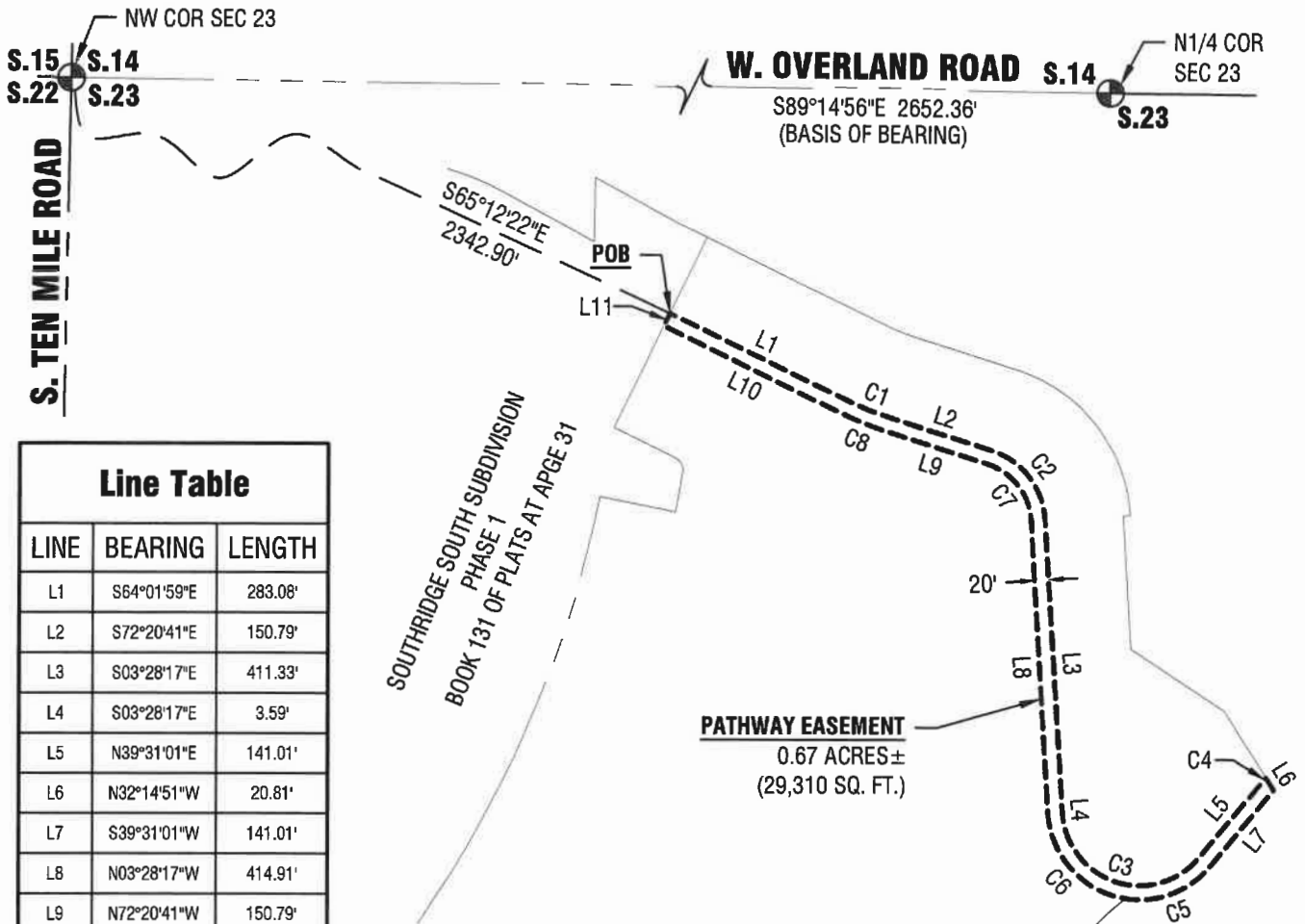
Thence North 25° 58' 40" East, a distance of 20.00 feet to the POINT OF BEGINNING.

The above described easement contains 0.67 acres (29,310 Sq. Ft.) more or less.

PREPARED BY:
The Land Group, Inc.

James R. Washburn





Line Table		
LINE	BEARING	LENGTH
L1	S64°01'59"E	283.06'
L2	S72°20'41"E	150.79'
L3	S03°28'17"E	411.33'
L4	S03°28'17"E	3.59'
L5	N39°31'01"E	141.01'
L6	N32°14'51"W	20.81'
L7	S39°31'01"W	141.01'
L8	N03°28'17"W	414.91'
L9	N72°20'41"W	150.79'
L10	N64°01'59"W	283.08'
L11	N25°58'40"E	20.00'

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	63.83'	440.00'	8°18'42"	S68°11'20"E	63.77'
C2	132.23'	110.00'	68°52'24"	S37°54'29"E	124.41'
C3	263.04'	110.00'	137°00'42"	S71°58'38"E	204.70'
C4	6.52'	90.00'	4°08'57"	N41°35'29"E	6.52'
C5	134.27'	130.00'	59°10'38"	S69°06'20"W	128.38'
C6	176.60'	130.00'	77°50'04"	N42°23'19"W	163.33'
C7	108.19'	90.00'	68°52'24"	N37°54'29"W	101.79'
C8	66.73'	460.00'	8°18'42"	N68°11'20"W	66.67'



Exhibit "B"

Horizontal Scale: 1" = 250'



Project No.: 121172
Date of Issuance: October 8, 2025

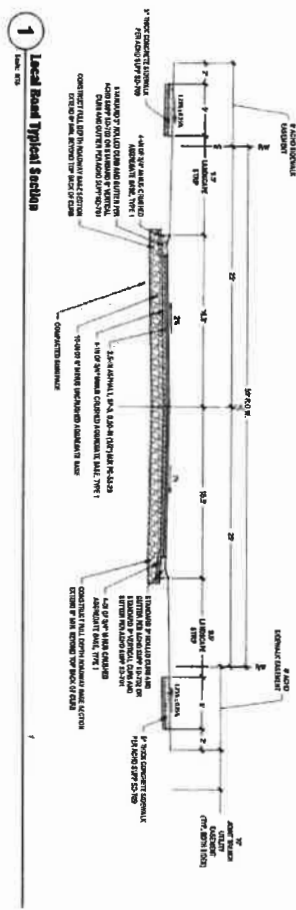


Pathway Easement Southridge South Subdivision Phase 2 City of Meridian

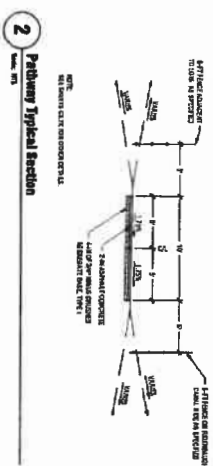
Exhibit A-1, page 3

1 of 1

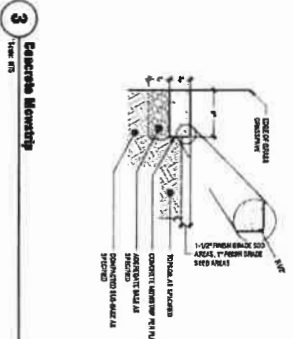
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1 Local Road Typical Section
Scale: 8/8



2 Pothole Typical Section
Scale: 8/8



3 Concrete Slab Detail
Scale: 8/8



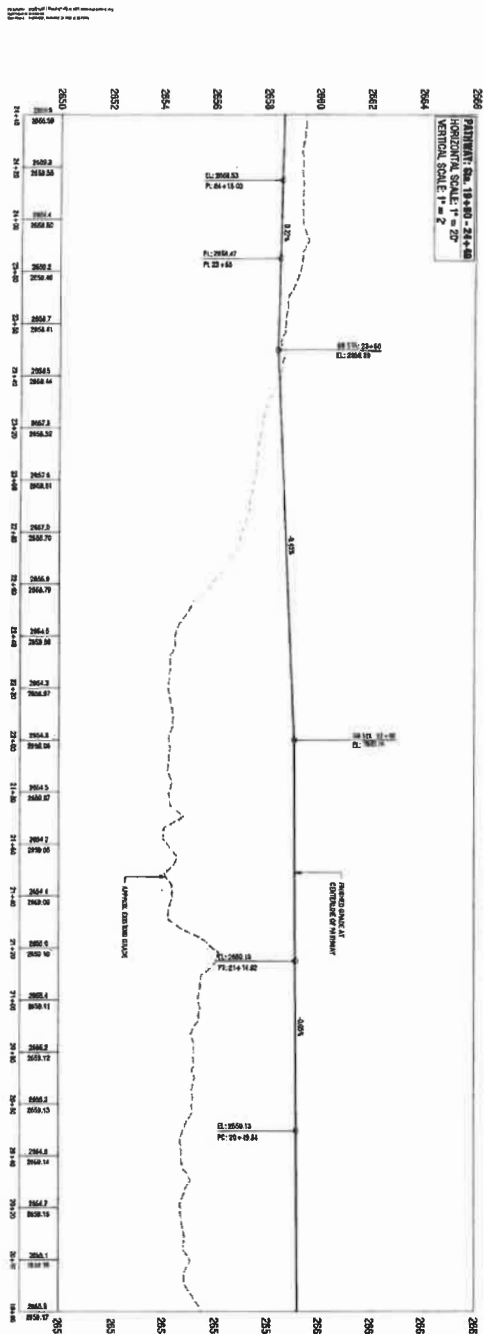
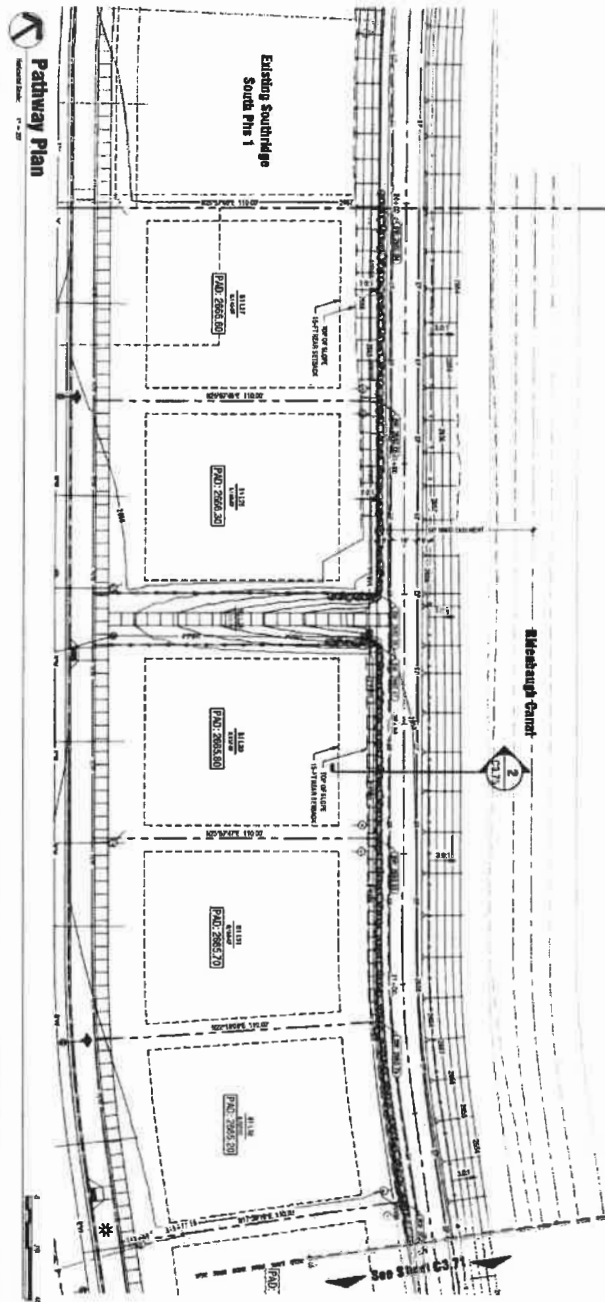
SOUTHRIDGE SOUTH PHASE 2 Challenger Development

1
MERIDIAN, IDAHO

1.	CONCRETE SLAB DETAIL	8/8
2.	POTHOLE TYPICAL SECTION	8/8

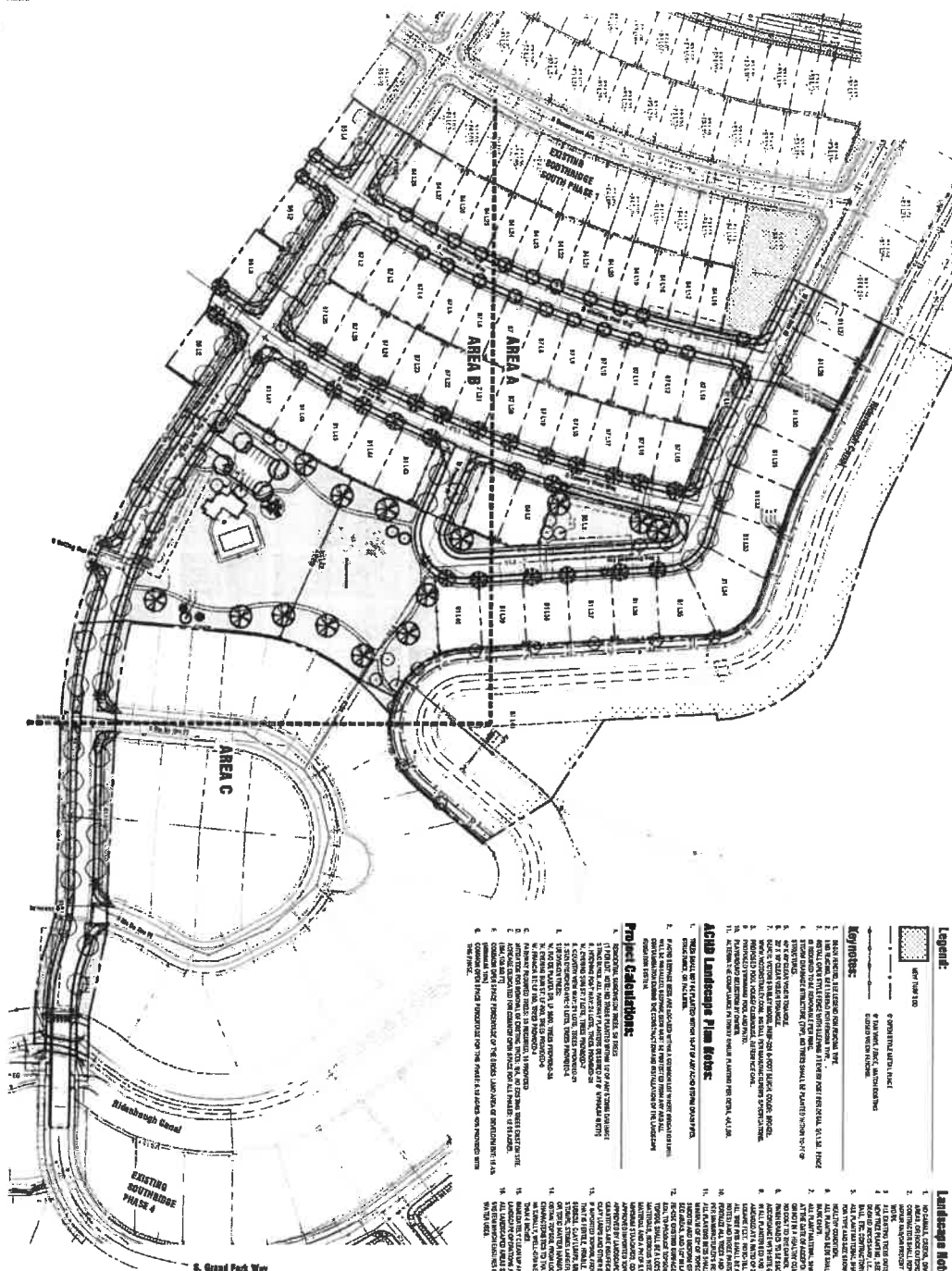


Details
Standard Typical
Section
C2.01





MERIDIAN, IDAHO



Legend:

- Key notes:**

References

1. **BLACK RUBBER:** 1/2" THICK AND 60" WIDE. THE RUBBER IS USED TO PROTECT THE SURFACE OF THE MATS FROM THE WEIGHT OF THE TRUCKS AND TO PROVIDE A NON-SLIP SURFACE FOR THE TRUCKS.
2. **STEEL PLATE:** 1/2" THICK AND 60" WIDE. THE STEEL PLATE IS USED TO PROTECT THE SURFACE OF THE MATS FROM THE WEIGHT OF THE TRUCKS AND TO PROVIDE A NON-SLIP SURFACE FOR THE TRUCKS.
3. **STEEL PLATE:** 1/2" THICK AND 60" WIDE. THE STEEL PLATE IS USED TO PROTECT THE SURFACE OF THE MATS FROM THE WEIGHT OF THE TRUCKS AND TO PROVIDE A NON-SLIP SURFACE FOR THE TRUCKS.
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11. **STEEL PLATE:** 1/2" THICK AND 60" WIDE. THE STEEL PLATE IS USED TO PROTECT THE SURFACE OF THE MATS FROM THE WEIGHT OF THE TRUCKS AND TO PROVIDE A NON-SLIP SURFACE FOR THE TRUCKS.

1. THEES SHALL NOT BE PLANTED WITHIN 10 FT OF ANY

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A. ROMANTIC RELATIONS WITH SOME

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Landrege Notes

1. **THE** **RESEARCH** **INDICATES** **THAT** **ADULTS** **ARE** **NOT** **AS** **SENSITIVE** **TO** **NOISE** **AS** **CHILDREN** **ARE**.
2. **CONTRASTING** **THE** **NOISE** **LEVELS** **OF** **ADULTS** **AND** **CHILDREN** **REVEALS** **THE** **DIFFERENCE** **BETWEEN** **THE** **TWO** **GROUPS**.
3. **THE** **RESEARCH** **INDICATES** **THAT** **ADULTS** **ARE** **NOT** **AS** **SENSITIVE** **TO** **NOISE** **AS** **CHILDREN** **ARE**.
4. **THE** **RESEARCH** **INDICATES** **THAT** **ADULTS** **ARE** **NOT** **AS** **SENSITIVE** **TO** **NOISE** **AS** **CHILDREN** **ARE**.
5. **THE** **RESEARCH** **INDICATES** **THAT** **ADULTS** **ARE** **NOT** **AS** **SENSITIVE** **TO** **NOISE** **AS** **CHILDREN** **ARE**.
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19. **THE** **RESEARCH** **INDICATES** **THAT** **ADULTS** **ARE** **NOT** **AS** **SENSITIVE** **TO** **NOISE** **AS** **CHILDREN** **ARE**.
20. **THE** **RESEARCH** **INDICATES** **THAT** **ADULTS** **ARE** **NOT** **AS** **SENSITIVE** **TO** **NOISE** **AS** **CHILDREN** **ARE**.

SOUTHRIDGE SOUTH PHASE 2 Challenger Development

MERIDIAN, IDAHO



