

AGREEMENT  
(Five Mile Drain Pathway – Ustick Road Bridge)

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/fee title property along and across the District’s ditches, drains, canals and easements therefore 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 (burdened with the easement/property 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 FIVE MILE 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 a pre-

manufactured steel bridge with concrete footings crossing over the Five Mile Drain and extending from Ustick Road to the existing pedestrian pathway on the north side of the Five Mile Drain and within the District's property/easement for the Five Mile 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 a pre-manufactured steel bridge with concrete footings crossing over the Five Mile Drain and extending from Ustick Road to the existing pedestrian pathway on the north side of the Five Mile Drain and within the District's property/easement for the Five Mile Drain in, Meridian, Ada County, Idaho. The pathway/bridge is being constructed by the Ada County Highway District as part of the Ustick Road Widening Project.

2. Any construction, encroachment upon or crossing of said ditch or canal and/or the District's property/easement 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.

END OF TERMS - SEE FOLLOWING PAGES FOR SIGNATURES

IN WITNESS WHEREOF, the District has hereunto caused its name to be subscribed and the City has caused its name to be subscribed, 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 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 \_\_\_\_\_, 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 within Section 35, Township 4 North, Range 1 West, B.M., Ada County, Idaho extending from Ustick Road, across and over the Five Mile Drain and then along the north side of the Five Mile Drain as depicted in the plans attached hereto as **Exhibit C-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 location and construction of the pre-manufactured bridge and pathway shall be in accordance with **Exhibit C-1**, attached hereto and by this reference made a part hereof.
- 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. The City shall provide a minimum of 72 hours before needing or requesting any construction inspections.
- c. In the locations referenced herein, and where pathway is proposed along the Five Mile Drain, the District's easement along this section of the Five Mile Drain includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the Five Mile Drain, and to access the Five Mile Drain for said purposes and is a minimum of 100 feet, 50 feet to either side of the centerline.
- d. Construction of the bridge structure over the Five Mile Drain shall be completed during the non-irrigation season, October 15<sup>th</sup> to March 15<sup>th</sup>. All construction shall be completed two years from the date of this agreement. Time is of the essence.

North Arrow

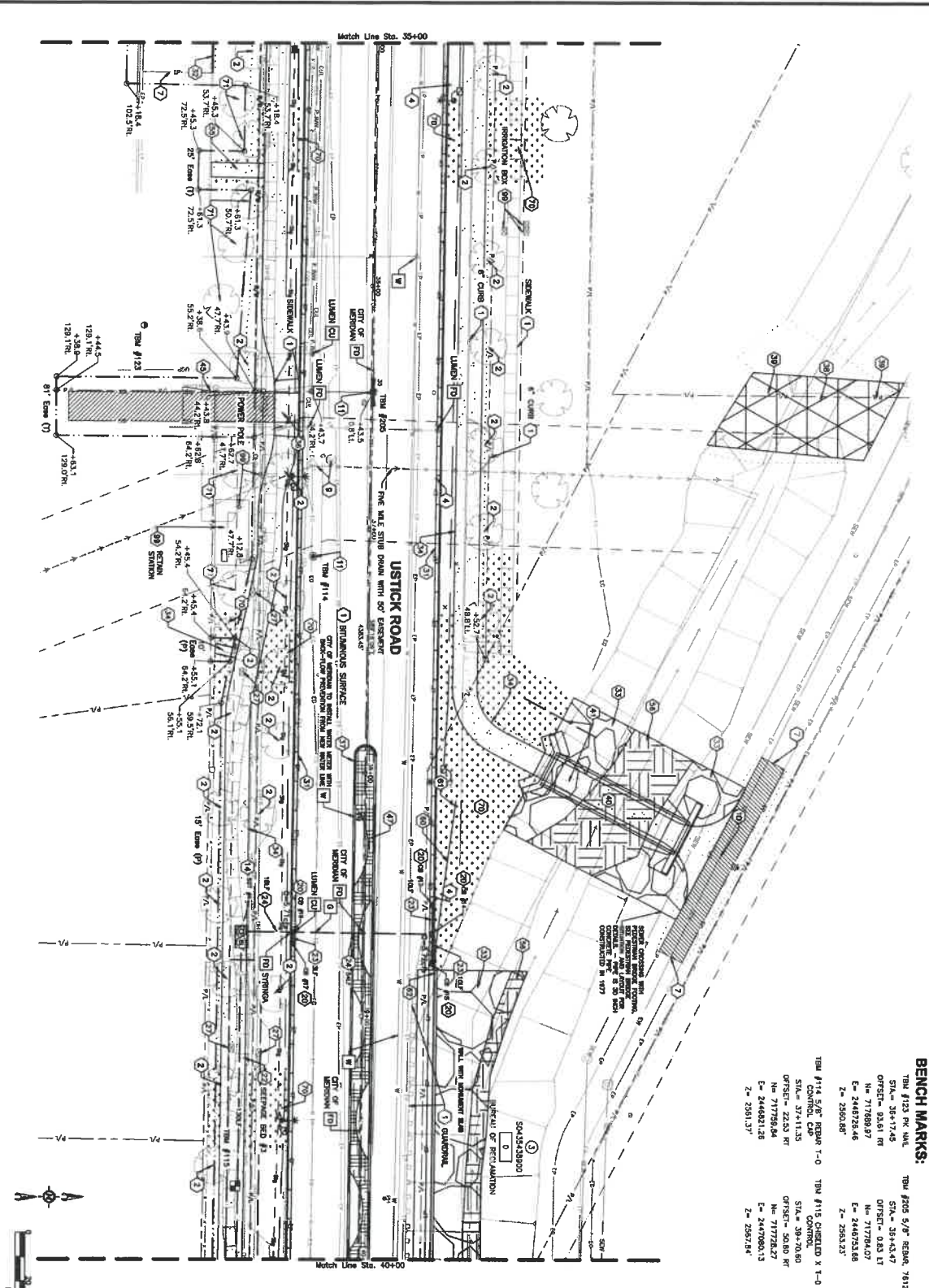
Design By: L. Bond

Date: 6/18/23

Drawn By: L. Bond

Date: 6/18/23

Survey By: T-O ENGINEERS, INC.



**BENCH MARKS:**

BM #123 PK. 4.1	STA. = 38+17.45	OFFSET = 33.61 FT	N = 71789.87	E = 2446723.46	Z = 2350.88'
BM #114 5/8" REBAR 1-0	STA. = 37+11.35	OFFSET = 22.33 FT	N = 71758.64	E = 2446821.28	Z = 2351.37'
BM #115 5/8" REBAR 1-0	STA. = 39+70.80	OFFSET = 50.80 FT	N = 71778.27	E = 2447000.13	Z = 2357.84'

**PLAN AND PROFILE**

- 1) REMOVAL OF OBSTRUCTION, ITEM 0201.41.1
- 2) REMOVAL OF TREE, ITEM SSP 5000.3
- 3) RELOCATE EXISTING ROADSIDE SIGN, SEE SIGNING
- 4) SAW CUT OF EXISTING PAVEMENT, MODIFIED TO OTHER ITEMS
- 5) UNRAVEL, ADJUST TO GRADE, ITEM 2003.41.1.1
- 6) REMOVE AND REPLACE PAVED PARK, SEE CULM. TYPICAL SECTION SHEETS FOR DRIVEWAY SECTION
- 7) REMOVE AND RESET MONUMENT, ITEM 2203.41.1.1
- 8) 1500 GALLON SAND AND GREGG TAPER, ITEM 0602.41.1.1.1500
- 9) CATCH BASIN, TYPE 1 PER ACHD-601 AND SOA, ITEM 0602.41.1.1
- 10) SEPARATE AND PER STORMWATER DETAILS SHEET
- 11) 12" STORM DRAIN PCC, PVC SM 36, ITEM 0601.41.1.1.129
- 12) 18" STORM DRAIN PCC, PVC PS-46, ITEM 0601.41.1.1.129
- 13) REMOVE AND RESET INROAD BOX, ITEM 29-29.07
- 14) STANDARD 6'-HIGH VERTICAL CURB & GUTTER PER ACHD-701, ITEM 0706.41.1.3
- 15) 6" VERTICAL CURB (NO GUTTER) PER SD-701, ITEM 0706.41.1.3
- 16) 18" R&P, SEE DETAIL SHEET, ITEM 0006.41.1.3
- 17) CONCRETE SIDEWALK, 5" THICKNESS PER ACHD-706, ITEM 0706.41.1.3
- 18) CONCRETE DRIVEWAY APPROACH PER ACHD-701, ITEM 0706.41.1.3
- 19) 12" ALL WARED MEDIAN PER CULM, TYPICAL SECTION SHEET
- 20) REMOVE EXISTING DRIVE AND WING WALLS, ITEM TO 203-020.4
- 21) REGRADE CULM, BLADES AND RESTORE EXISTING BOTTOM TO EXISTING CONDITIONS AND RESTORE THE RISE, ITEM SSP 2000.0
- 22) PREPARE DRIVE AND BROOK ADJUSTMENTS PER 0703
- 23) REMOVE CURB BACK AT LEAST 30 FT AND INSTALL NEW 12" CURB, ITEM 0001.41.1.124
- 24) GRAVEL APPROACH, PER CULM, TYPICAL SECTION, ITEM SP 0001.4
- 25) STAMPED CONCRETE IN MEDIAN, ITEM SSP-0701.3
- 26) CONCRETE STEPS, ITEM 706.41.1.1
- 27) BURNED R&P R&P, SEE DETAIL SHEET, ITEM 0006.41.1.1
- 28) BURNED R&P, RESTORE EXISTING BOTTOM OVER THE TOP, ITEM SP-2002.0
- 29) GRADUAL, TYPICAL, PER SD 613-7 DATED 2023, ITEM SP-2003.0
- 30) GRADUAL, TRANSITION PER SD 613-11 DATED 2023, ITEM SP-2003.0
- 31) 12" VERTICAL CURB, SEE DETAIL SHEET, ITEM 0706.41.1.3
- 32) 18" VERTICAL CURB, SEE DETAIL SHEET, ITEM 0706.41.1.3
- 33) 18" VERTICAL CURB, SEE DETAIL SHEET, ITEM 0706.41.1.3
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- 99) 18" VERTICAL CURB, SEE DETAIL SHEET, ITEM 0706.41.1.3
- 100) 18" VERTICAL CURB, SEE DETAIL SHEET, ITEM 0706.41.1.3

