AGREEMENT (Five Mile Drain Pathway – N. McDermott to N. Glassford Way)

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,"

WITNESSETH:

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 though 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 <u>FIVE MILE DRAIN</u> (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 10-foot wide

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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 10-foot wide pedestrian pathway on the north side of the Five Mile Drain and within the District's real property and/or easement for the Five Mile Drain in, Meridian, Ada County, Idaho. The pathway shall be a combination of asphalt and concrete material with the concrete portions being utilized by the District and pedestrians under the new Highway 16 overpass. In addition to the pedestrian pathway, the City may construct, install, operate and repair signage advising pedestrians to yield to the District's personnel and equipment and may construct, install, operate and maintain dryland grass seeking and gravel borders along the pathway edges.
- 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 I	David Duvall, Water Superintendent	
STATE OF IDAHO County of Canyon)) ss:)		
and for said State, persof NAMPA & MERID	sonally appeared DAV DIAN IRRIGATION I	, 2025, before me, the understand DISTRICT, the irrigation district that h irrigation district executed the same	he Water Superintendent at executed the foregoing
IN WI'day and year in this cer		I have hereunto set my hand and affitten.	ixed my official seal, the
		Notary Public for Idaho Residing at My Commission Expires	, Idaho

THE CITY OF MERIDIAN

		By
ATTEST:		
STATE OF IDAHO)	
County of Ada) ss:	
to be the	and	2025, before me, the undersigned, a Notary Public in and, known to me, known to me, respectively, of The CITY OF roing instrument and acknowledged to me that such entity
IN WITNESS year in this certificate		unto set my hand and affixed my official seal, the day and
		Notary Public for

EXHIBIT A Legal Description

A right-of-way/easement within Section 32, Township 4 North, Range 1 West, B.M., Ada County, Idaho extending along the north side of the Five Mile Drain from N. McDermott Road to N. Glassford Way 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 pathway, signage and landscaping shall be in accordance with Exhibit C-1, attached hereto and by this reference made a part hereof. Access by the District to the District's Noble Reuse Pump Station shall be maintained during and after construction authorized by this Agreement.
- 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 owns or may own fee title to a portion of the real property adjacent to the Five Mile Drain. To the extent the District does not own the property in fee title, 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 shall be completed one year from the date of this agreement. Time is of the essence.

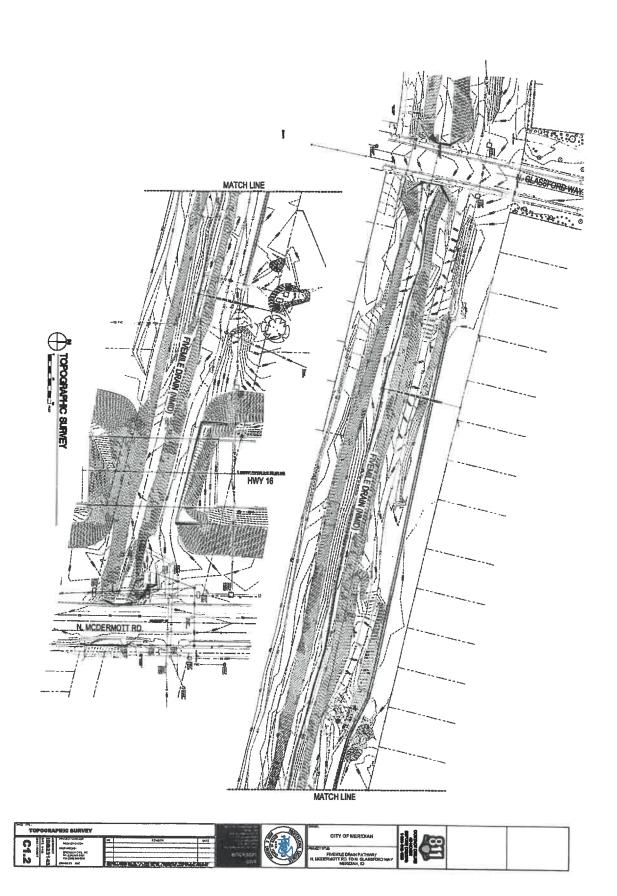
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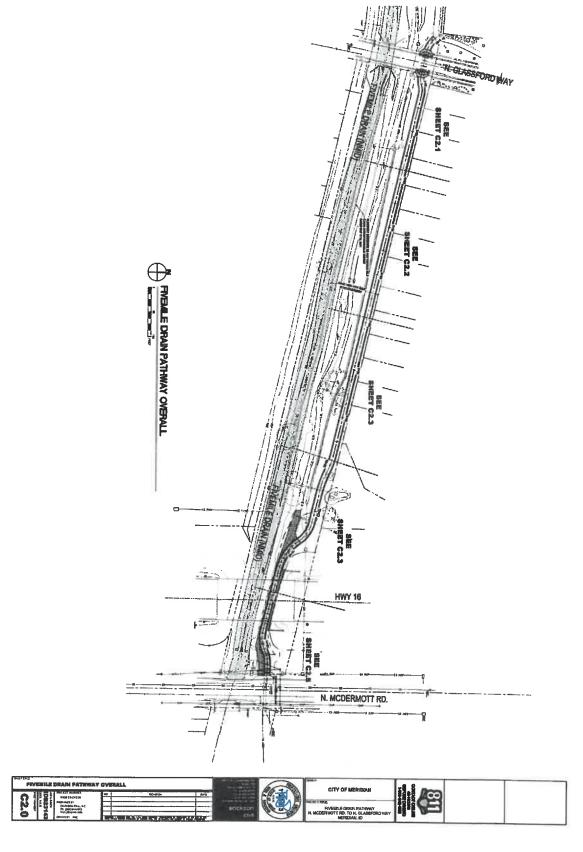


Exhibit C-1, page 4

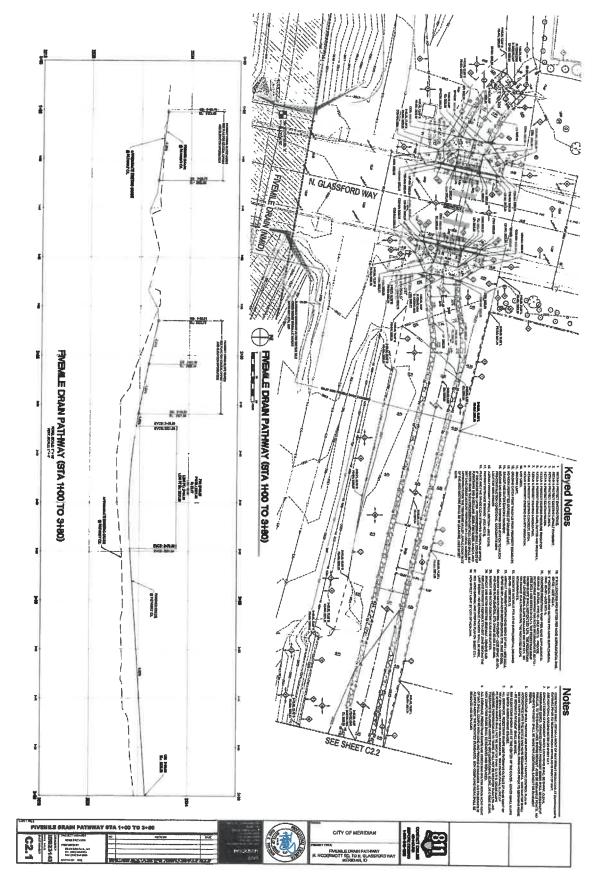


Exhibit C-1, page 5

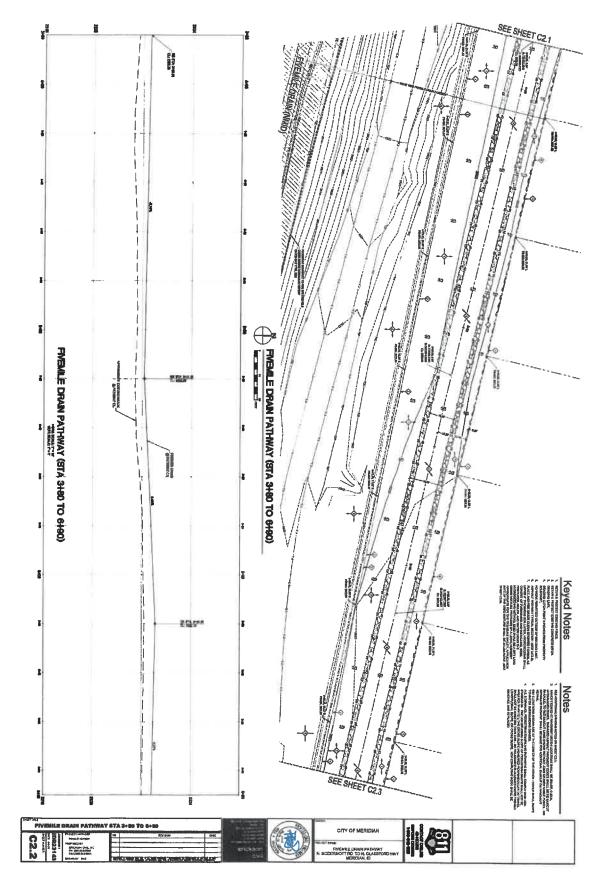


Exhibit C-1, page 6

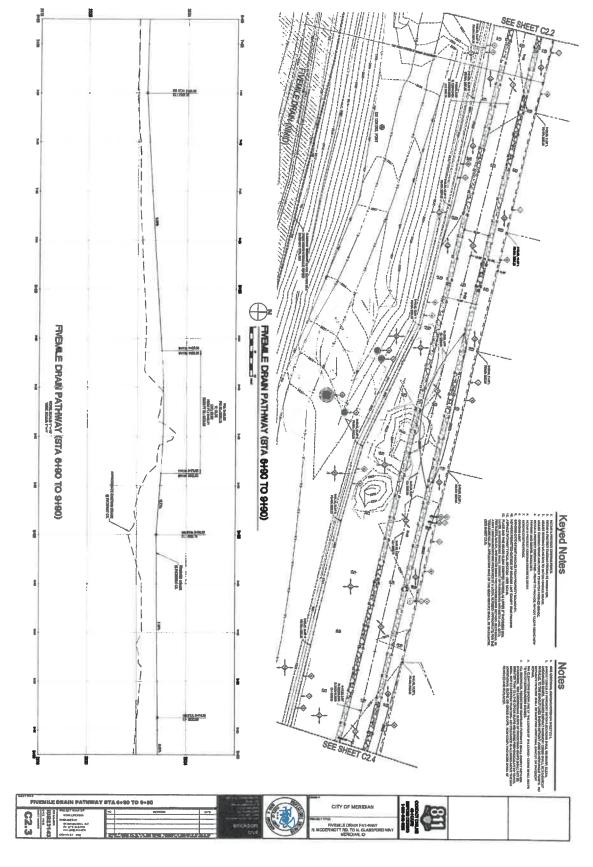


Exhibit C-1, page 7

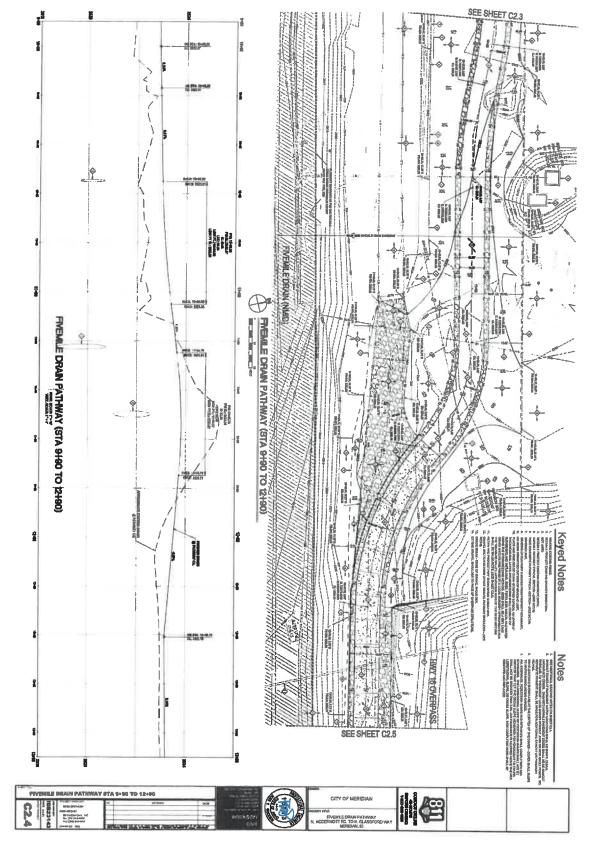


Exhibit C-1, page 8

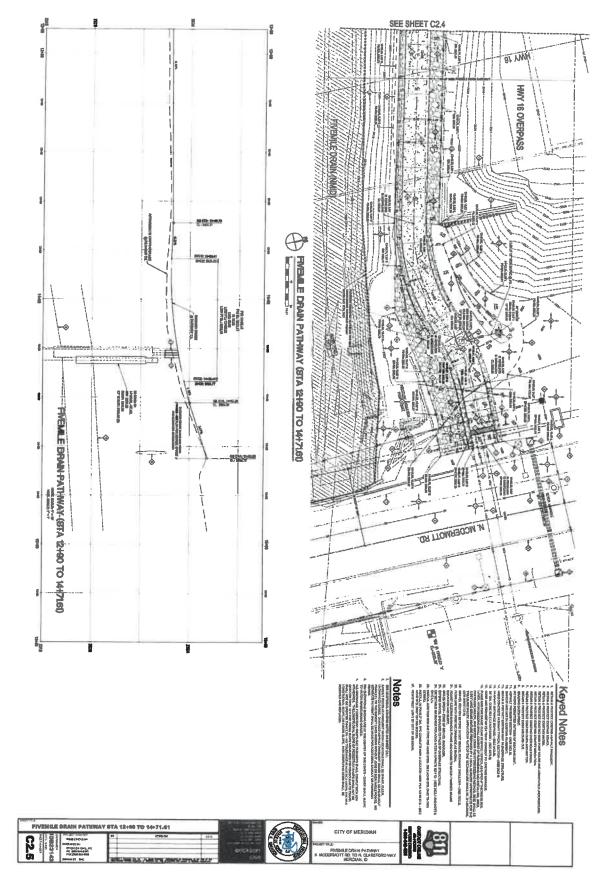


Exhibit C-1, page 9

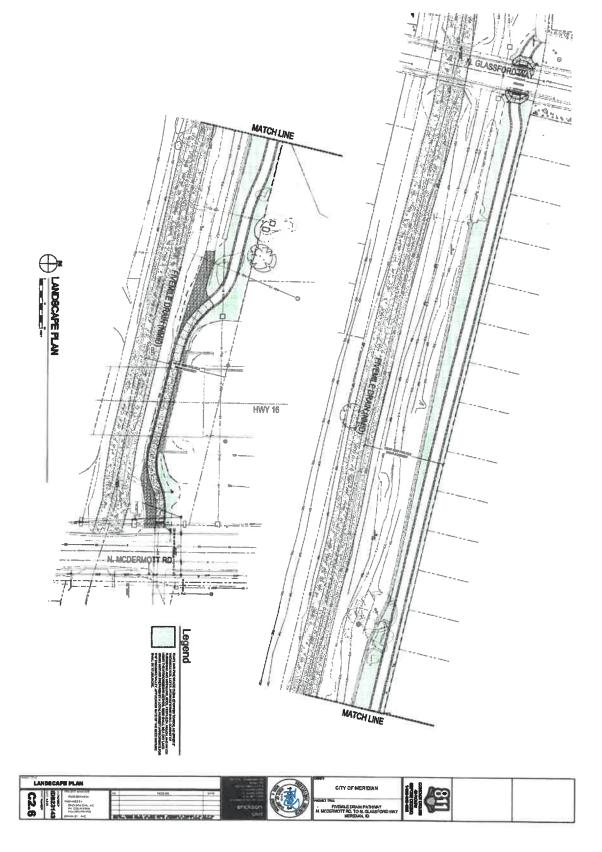


Exhibit C-1, page 10

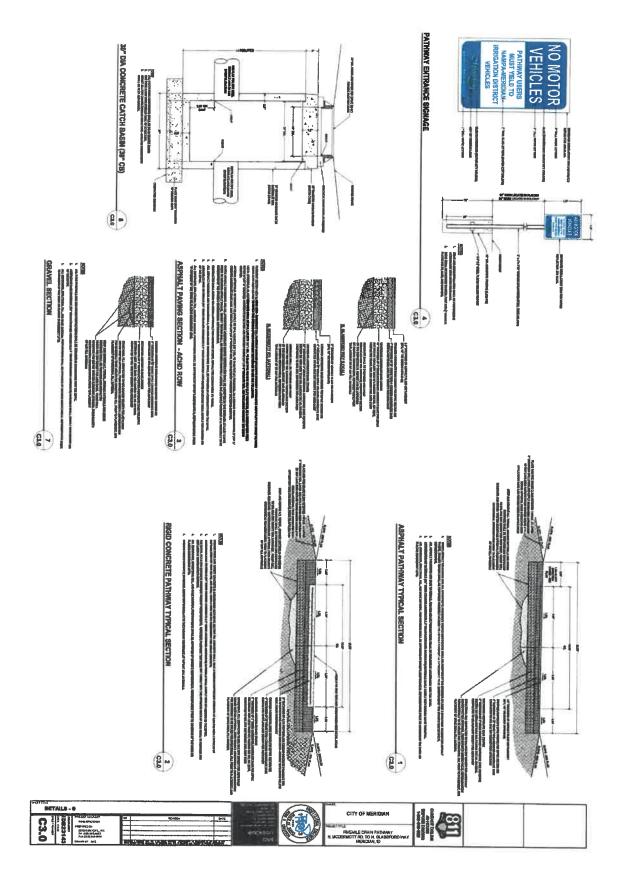


Exhibit C-1, page 11

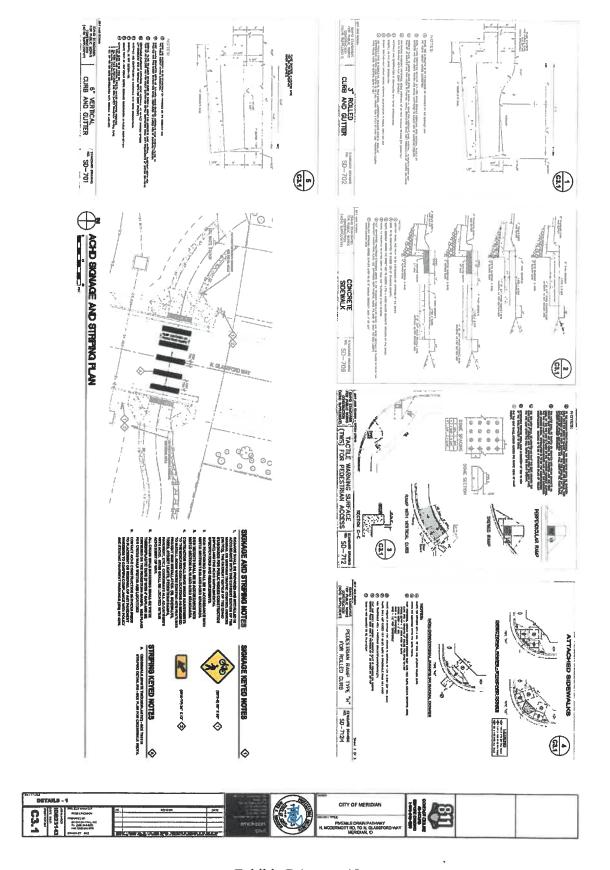


Exhibit C-1, page 12

