

AGREEMENT

AGREEMENT, made and entered into this ____ day of _____, 2020, 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, hereinafter 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 along and across the District’s ditches, canals and easements 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 (burdened with the easement 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 TEN 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 10' wide asphalt pedestrian pathway on the west side of the Ten Mile Drain in Warrick Subdivision No. 3 and within the District’s easement for the Ten 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' wide asphalt pedestrian pathway on the west side of the Ten Mile Drain in Warrick Subdivision No. 3 and within the District's easement for the Ten Mile Drain, located northwest of the intersection of Eagle Road and Amity Road 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 corporate name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors and the City has hereunto subscribed its corporate name to be subscribed and its seal to be affixed thereto, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By _____
Its President

ATTEST:

Its Secretary

EXHIBIT A
Legal Description

A right-of-way/easement located within Warrick Subdivision No. 3 located in Section 32, Township 3 North, Range 1 East, B.M., Meridian, Ada County, Idaho, and is more particularly described 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 shall be in accordance with Exhibit C-1, attached hereto and by this reference made a part hereof.
- b. The District's easement along this section of the Ten Mile Drain includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the ditch or lateral, and to access the ditch or lateral for said purposes and along this section of the Ten Mile Drain is a minimum of 100 feet, 50 feet to either side of the centerline of the Ten Mile Drain.
- c. Construction shall be completed one year from the date of this agreement. Time if of the essence.

EXHIBIT ____

DESCRIPTION FOR
WARRICK SUBDIVISION NO. 3
PATHWAY EASEMENT

A portion of the N 1/2 of the NE 1/4 of Section 32, T.3N., R.1E., B.M., Ada County, Idaho more particularly described as follows:

EASEMENT A1:

Commencing at the N 1/4 corner of said Section 32 from which the NE corner of said Section 32 bears South 89°43'43" East, 2656.26 feet;

thence South 60°19'44" East, 1,210.62 feet to the **REAL POINT OF BEGINNING**;

thence North 53°06'02" East, 25.00 feet;

thence South 36°53'58" East, 403.50 feet;

thence South 53°06'02" West, 25.00 feet;

thence North 36°53'58" West, 403.50 feet to the **REAL POINT OF BEGINNING**.

EASEMENT A2:

Commencing at the N 1/4 corner of said Section 32 from which the NE corner of said Section 32 bears South 89°43'43" East, 2656.26 feet;

thence South 54°07'41" East, 1,625.23 feet **REAL POINT OF BEGINNING**;

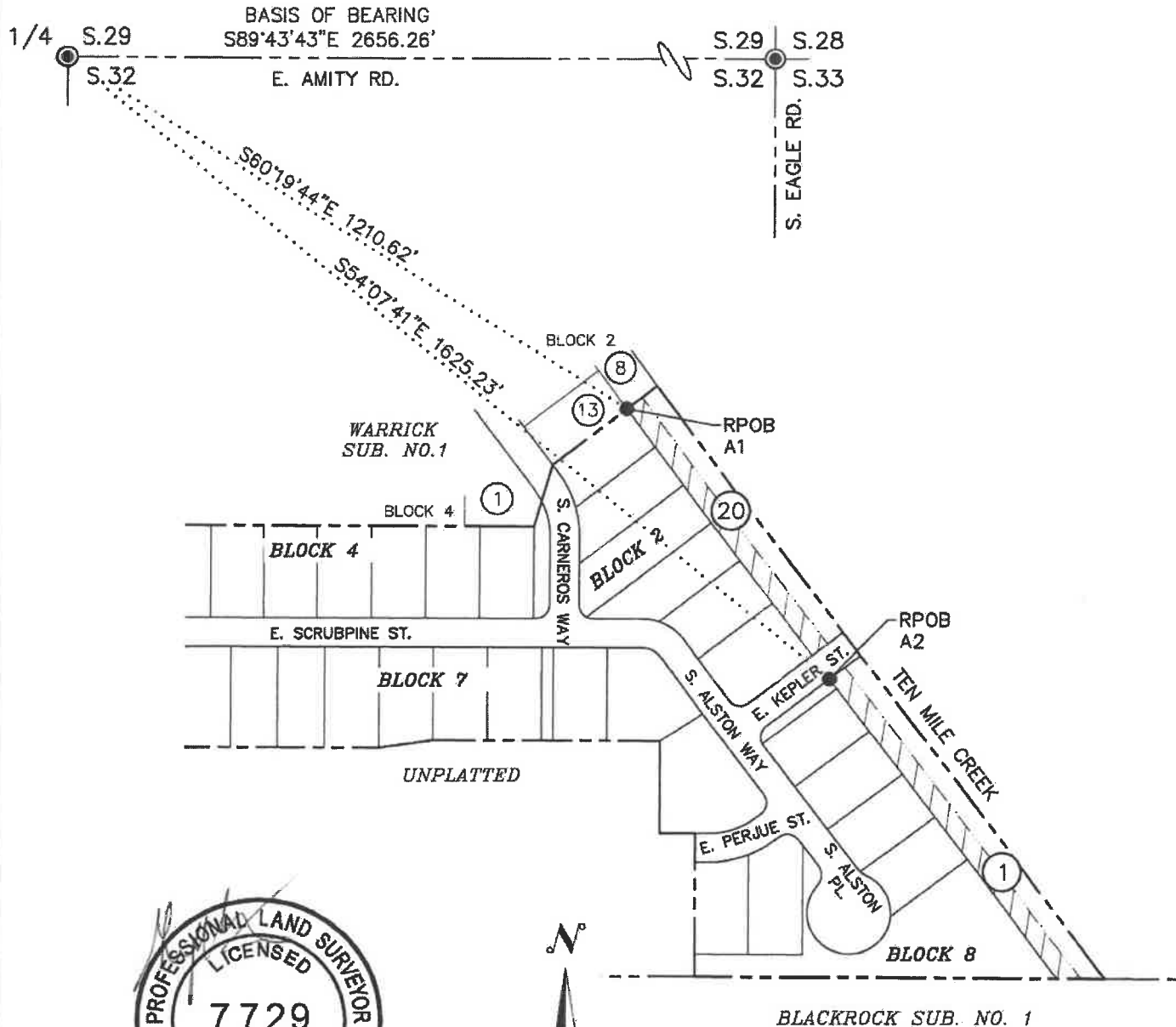
thence North 53°06'02" East, 25.00 feet;

thence South 36°53'58" East, 510.87 feet to a point on the North boundary line of Blackrock Subdivision No. 1 as filed in Book 96 of Plats at Pages 12003 through 12008, records of Ada County, Idaho;

thence along said North boundary line North 89°42'04" West, 31.39 feet;

thence leaving said North boundary line North 36°53'58" West, 491.90 feet to the **REAL POINT OF BEGINNING**.





SCALE: 1" = 200'

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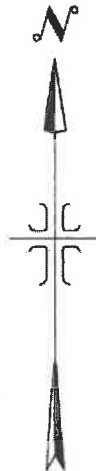
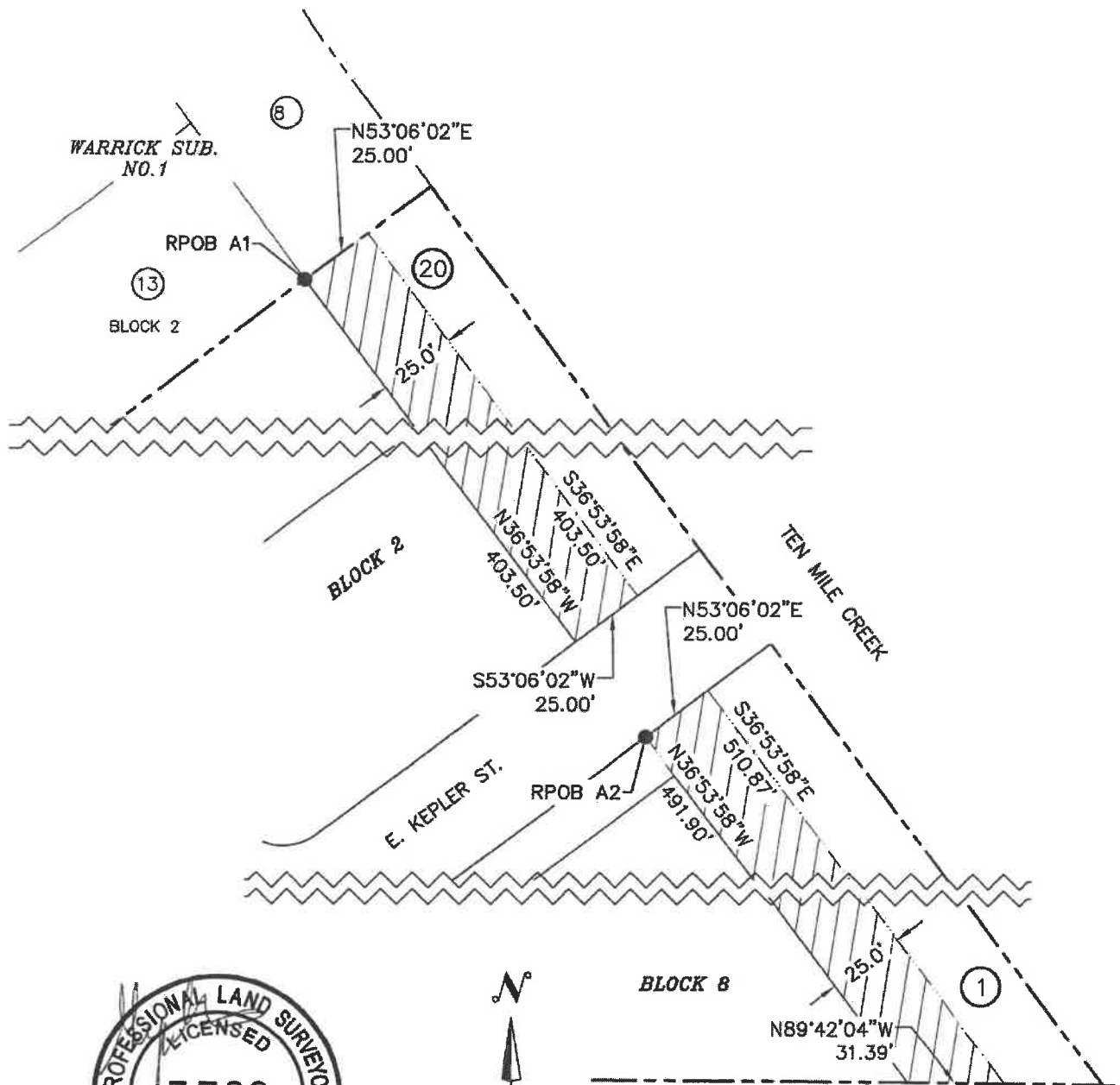
IDAHO SURVEY GROUP, LLC

9955 W EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT ___ DRAWING FOR
WARRICK SUBDIVISION NO. 3
PATHWAY EASEMENT

LOCATED IN THE N 1/2 OF THE NE 1/4 OF SECTION 32,
T.3N., R.1E., B.M., ADA COUNTY, IDAHO

JOB NO. 20-125
SHEET NO. 1 of 2
DWG. DATE 6/1/2020



SCALE: 1" = 50'

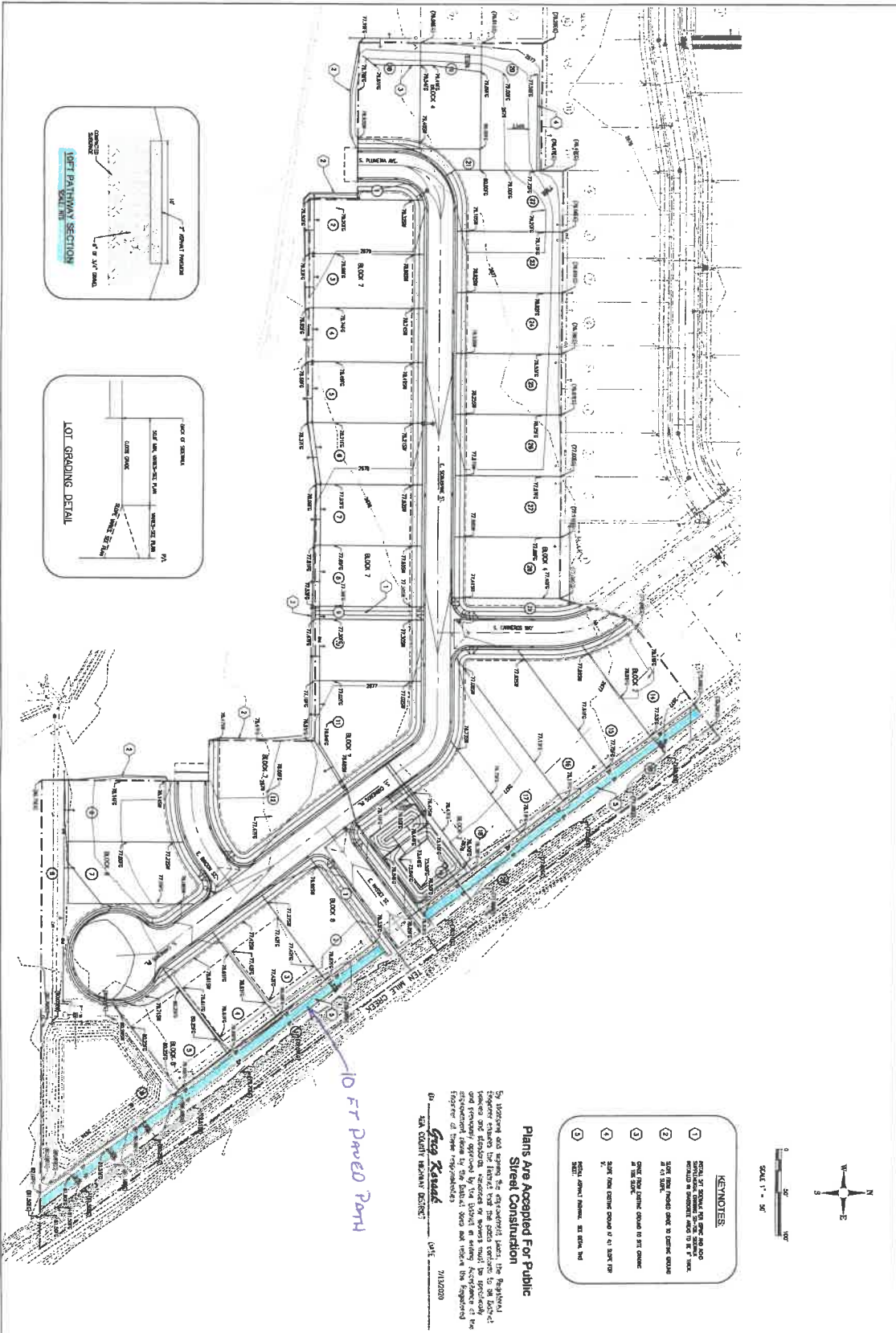
C:\Warrick Sub No 3 20-125\Draw\Warrick Sub 3 Pathway Eas.dwg 6/1/2020 11:32:24 AM

ISG IDAHO SURVEY GROUP, LLC
 9955 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 846-8570

EXHIBIT ___ DRAWING FOR
 WARRICK SUBDIVISION NO. 3
 PATHWAY EASEMENT

LOCATED IN THE N 1/2 OF THE NE 1/4 OF SECTION 32,
 T.3N., R.1E., B.M., ADA COUNTY, IDAHO

JOB NO.
 20-125
 SHEET NO.
 2 of 2
 DWG. DATE
 6/1/2020



Plans Are Accepted For Public Street Construction

By accepting and signing the application, the Applicant is deemed to have agreed to the terms and conditions of the plan and to indemnify and hold the City of Meridian harmless from all claims, damages, costs and expenses, including reasonable attorney's fees, that may be incurred by the City of Meridian as a result of the Applicant's failure to comply with the terms and conditions of the plan.

Greg Keville
 City Engineer
 ADA COUNTY HEALTH DISTRICT
 DATE: 7/13/2020

10 FT PAVED PATH

- KEYNOTES:**
1. ELEVATION OF FINISH GRADE AND LOT CORNERS TO BE SHOWN AND INDICATED BY A DIMENSION LINE TO THE 1/4" CORNER.
 2. SPOT ELEVATIONS SHALL BE SHOWN AT ALL CORNERS AND AT ALL CHANGES IN GRADE.
 3. GRADE SHALL BE SHOWN TO THE CENTER OF ALL LOTS.
 4. SPOT ELEVATIONS SHALL BE SHOWN AT ALL CORNERS AND AT ALL CHANGES IN GRADE.
 5. SPOT ELEVATIONS SHALL BE SHOWN AT ALL CORNERS AND AT ALL CHANGES IN GRADE.

BEFORE DIGGING, CALL DIGLINE AT 1-800-342-1585

SHEET C5.0		CK ENGINEERING 1300 E. STATE ST. SUITE 103 MERIDIAN, ID 83406 PHONE 208-537-1982	GRADING PLAN	WARRICK SUBDIVISION #3 SECTION 28, T.3N., R.1E., B.M., MERIDIAN, ADA COUNTY, IDAHO	REVISIONS:
		DRAWN BY: [] CHECKED BY: [] DATE: 05/06/20 FILE: 300-99999-00000-1 Dwg. No. 300-99999-00000-1			_____ _____ _____ _____

Exhibit C-1