

## PROJECT AGREEMENT

This PROJECT 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, party of the first party, hereinafter referred to as the "District," and

THE CITY OF MERIDIAN, a political subdivision and  
municipality of the State of Idaho,  
33 East Broadway Avenue, Meridian, Idaho 83642

party or parties of the second part, hereinafter referred to as the "City,"

### WITNESSETH:

WHEREAS, the parties hereto entered into a Master Agreement entered into March 18, 2014 and recorded as Instrument No. 114029168 in the records of Ada County, Idaho , hereinafter referred to as the "Master Agreement;" and,

WHEREAS, the District and the City intended by entering the Master Agreement to establish a process for the City's submission of encroachment proposals and the District's consideration of such proposals and to provide the general conditions for the District's approval and permission of encroachment proposals affecting the District's ditches, property, operations and maintenance; and,

WHEREAS, the City is the owner of the real property/ 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 RIDENBAUGH CANAL (hereinafter collectively 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 seeks permission to: 1) temporarily discharge water from the City's Well Site #32 into the Ridenbaugh Canal through the existing discharge pipe and valve located in the District's easement for the Ridenbaugh Canal where the Ridenbaugh Canal intersects W. Overland Road, under the terms and conditions of said Master 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 Agreement, the parties hereto agree as follows:

1. City may: a) temporarily discharge water from the City's Well Site #32 into the Ridenbaugh Canal through the existing discharge pipe and valve located where the Ridenbaugh Canal intersects W. Overland Road; and b) modify the existing discharge pipe, valve and flange within the District's easement to temporarily discharge water from the City's Well Site#32 into the Ridenbaugh Canal, located northeast of the intersection of Ten Mile Road and Overland Road in Meridian, Ada County, Idaho as shown in the attached project plans stated as Exhibit B-1.

2. Any construction or crossing of said ditch or canal shall be performed in accordance with the project plans shown in Exhibit B-1 and the "Special Conditions" stated in Exhibit C, attached hereto and by this reference made part thereof.

3. The parties hereto incorporate in and make part of this Project Agreement all the covenants, conditions, and agreements of said Master Agreement unchanged except as the result of the provisions of this Project 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 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

THE CITY OF MERIDIAN

By \_\_\_\_\_  
Its

ATTEST:

\_\_\_\_\_

STATE OF IDAHO )  
 ) ss:  
County of Canyon )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Will Patterson and Michael Comeskey, known to me to be the President and Secretary, respectively, 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 \_\_\_\_\_  
Residing at \_\_\_\_\_, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss:  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, 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

The City's well site is described in Exhibit A-1 attached hereto and the right of way for the flush line from the well to the Ridenbaugh Canal is shown in Exhibit A-2 attached hereto. The location where the flush line will discharge to the Ridenbaugh Canal is located where the Ridenbaugh Canal intersects W. Overland Road in the NW1/4 of Section 23, Township 3 North, Range 1 West, B.M., Ada County, Idaho.

EXHIBIT B  
Crossing Location

See Exhibit B-1 attached hereto.

EXHIBIT C  
Special Conditions

a. Discharge and/or construction of the flush line shall be in accordance with Exhibit B-1, attached hereto and by this reference made a part hereof. The flush line will allow the discharge of a maximum of flow into the Ridenbaugh Canal of 3.5 cubic feet per second for a duration of not more than 55 days. The flush line shall be removed and all discharge to the Ridenbaugh Canal shall cease at the end of the 2020 irrigation season.

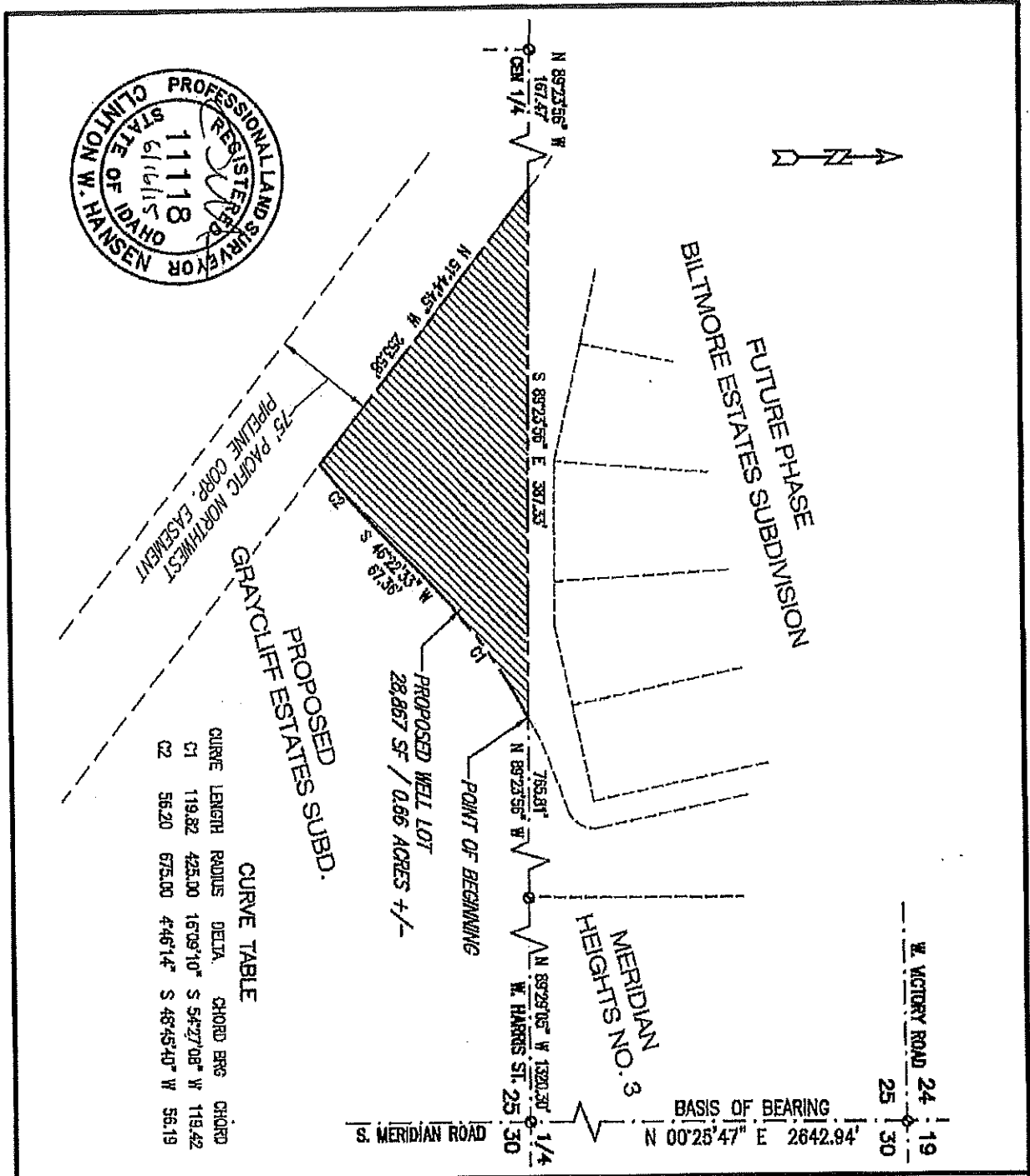
b. City shall notify the water superintendent of the District prior to and immediately after construction so that he or the District's engineers may inspect and approve the construction. The City shall also notify the District prior to any flushing and when said flushing is completed. At the request of the District, the City shall provide measurement and other records, including water quality records, for the quantity and quality of the water discharged/flushed to the Ridenbaugh Canal.

c. City 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 Ridenbaugh Canal, and to access the Ridenbaugh Canal for those purposes, and that, in the location of the City's project, NMID claims a minimum easement dimension for the Ridenbaugh Canal of 100 feet, 50 feet to either side of the centerline.

d. The duration of the permission granted by this Project Agreement shall be in temporary and shall cease at the end of the 2020 irrigation season.

END OF SPECIAL CONDITIONS

EXHIBIT "A-1"



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEG	CHORD END
C1	119.82	425.00	16°09'10"	S 54°27'08" W	119.42
C2	56.20	675.00	4°46'14"	S 48°45'40" W	56.19

SCALE	1"=100'
DWG. DATE	06/16/15
PROJ. NO.	140529
SHEET	1 OF 1
140529--WELL.DWG bxb	

**PROPOSED WELL LOT**  
**GRAYCLIFF ESTATES SUBDIVISION**

LOCATED IN THE SE 1/4 OF SECTION 25, T.3N., R.1W., B.M.  
 MERIDIAN, ADA COUNTY, IDAHO

**ENGINEERING SOLUTIONS**

1028 N. ROSARIO ST., STE. 100  
 MERIDIAN, IDAHO 83642  
 Phone (208) 838-0880 Fax (208) 838-0841

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EXHIBIT "A-2"

June 16, 2015

Description for Proposed Well Lot  
Proposed Graycliff Estates Subdivision

A parcel located in the SE ¼ of Section 25, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northeast corner of the SE ¼ (E ¼ corner) of said Section 25, from which a Brass Cap monument marking the northeast corner of said Section 25 bears North 00°25'47" East a distance of 2642.94 feet;

Thence North 89°29'05" West along the northerly boundary of said SE ¼ a distance of 1320.30 feet to a 5/8 inch diameter Iron pin marking the southwest corner of Meridian Heights No. 3 Subdivision as shown in Book 62 of Plats on Pages 6274 and 6275, Records of Ada County, Idaho, also being the northeast corner of the NW ¼ of the SE ¼ of said Section 25;

Thence along the northerly boundary of said NW ¼ of the SE ¼ North 89°23'56" West a distance of 765.81 feet to a point on a curve being the **POINT OF BEGINNING**;

Thence leaving said boundary 119.82 feet along the arc of a non-tangent curve to the left, said curve having a radius of 425.00 feet, a delta angle of 16°09'10", and a long chord bearing South 54°27'08" West a distance of 119.42 feet to a point of tangency;

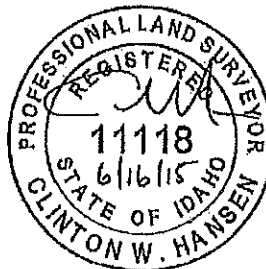
Thence South 46°22'33" West a distance of 67.36 feet to a point of curvature;

Thence 56.20 feet along the arc of a curve to the right, said curve having a radius of 675.00 feet, a delta angle of 04°46'14", and a long chord bearing South 48°45'40" West a distance of 56.19 feet;

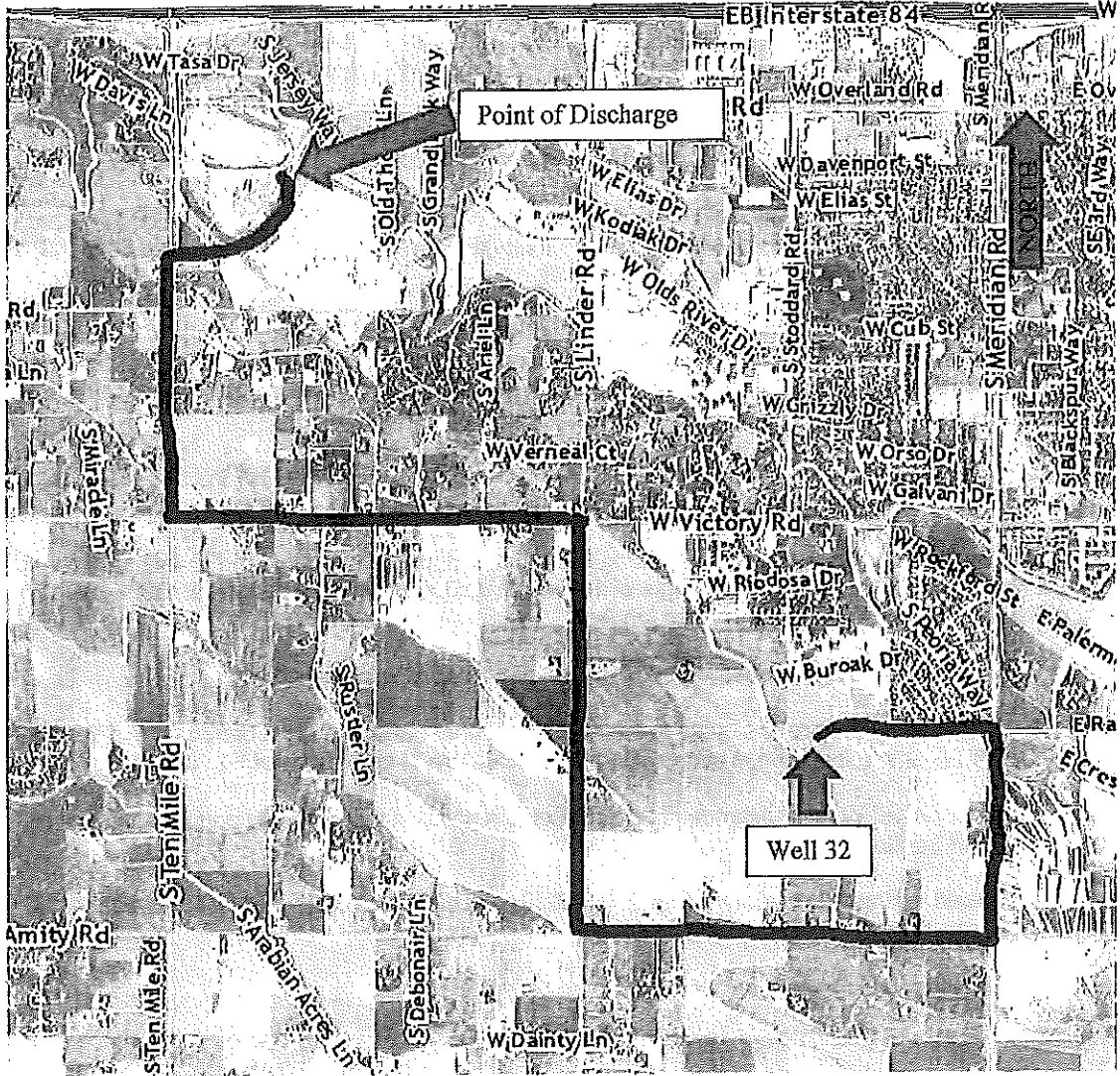
Thence North 51°44'45" West a distance of 253.58 feet to a point on the northerly boundary of the NW ¼ of the SE ¼ of Section 25;

Thence along said northerly boundary South 89°23'56" East a distance of 387.33 feet to the **POINT OF BEGINNING**.

This parcel contains 0.66 acres, more or less.

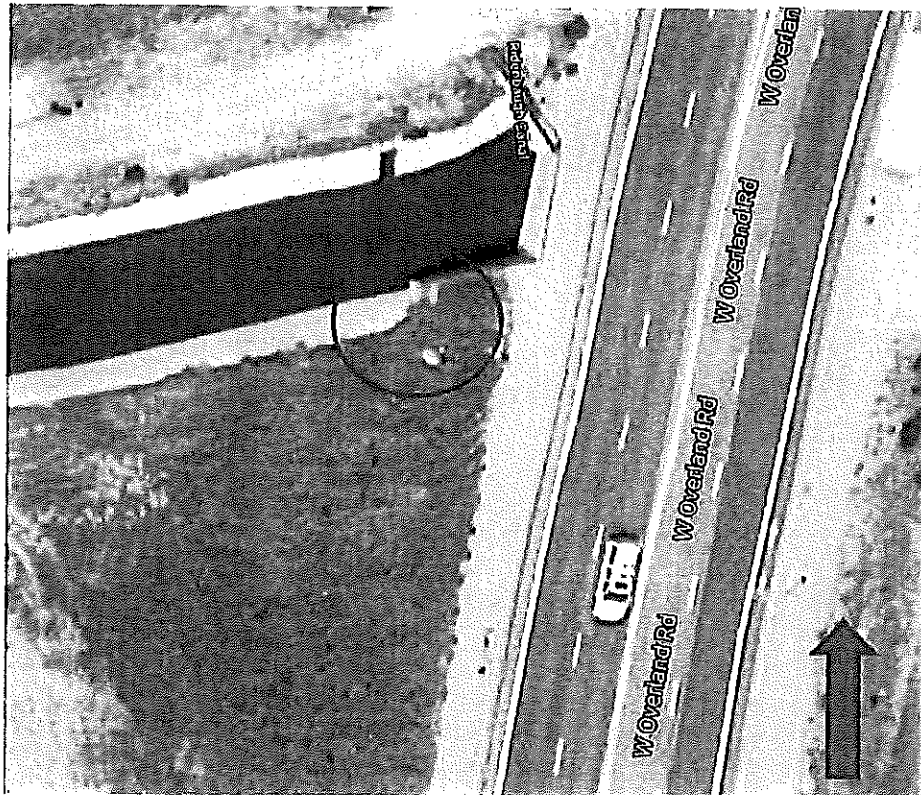
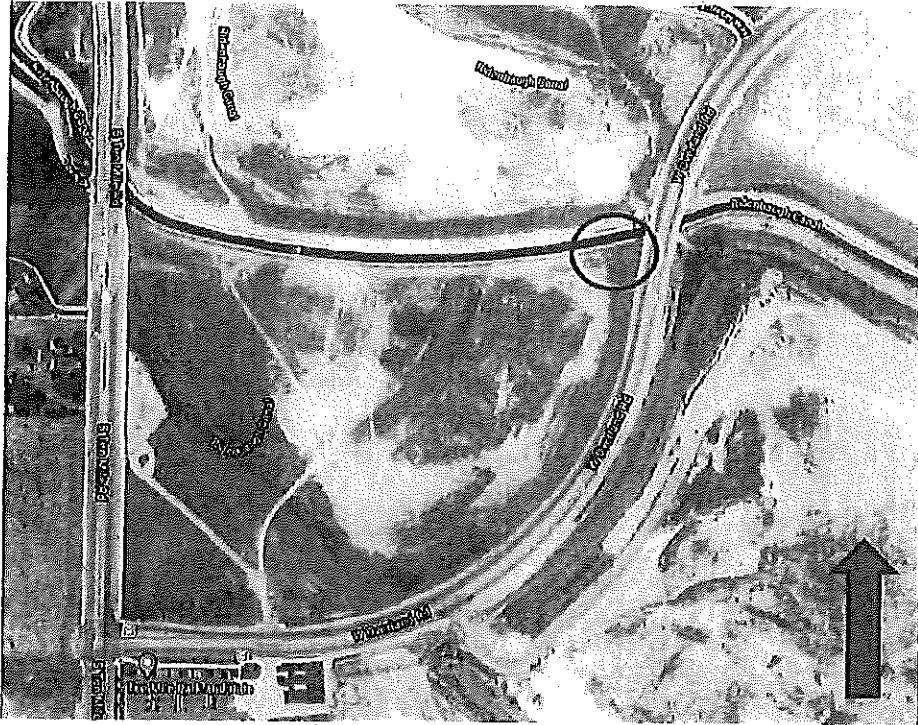


Proposed Water Line Routing to the Ridenbaugh Canal from Well 32.





Proposed Entry Point to the Ridenbaugh Canal.

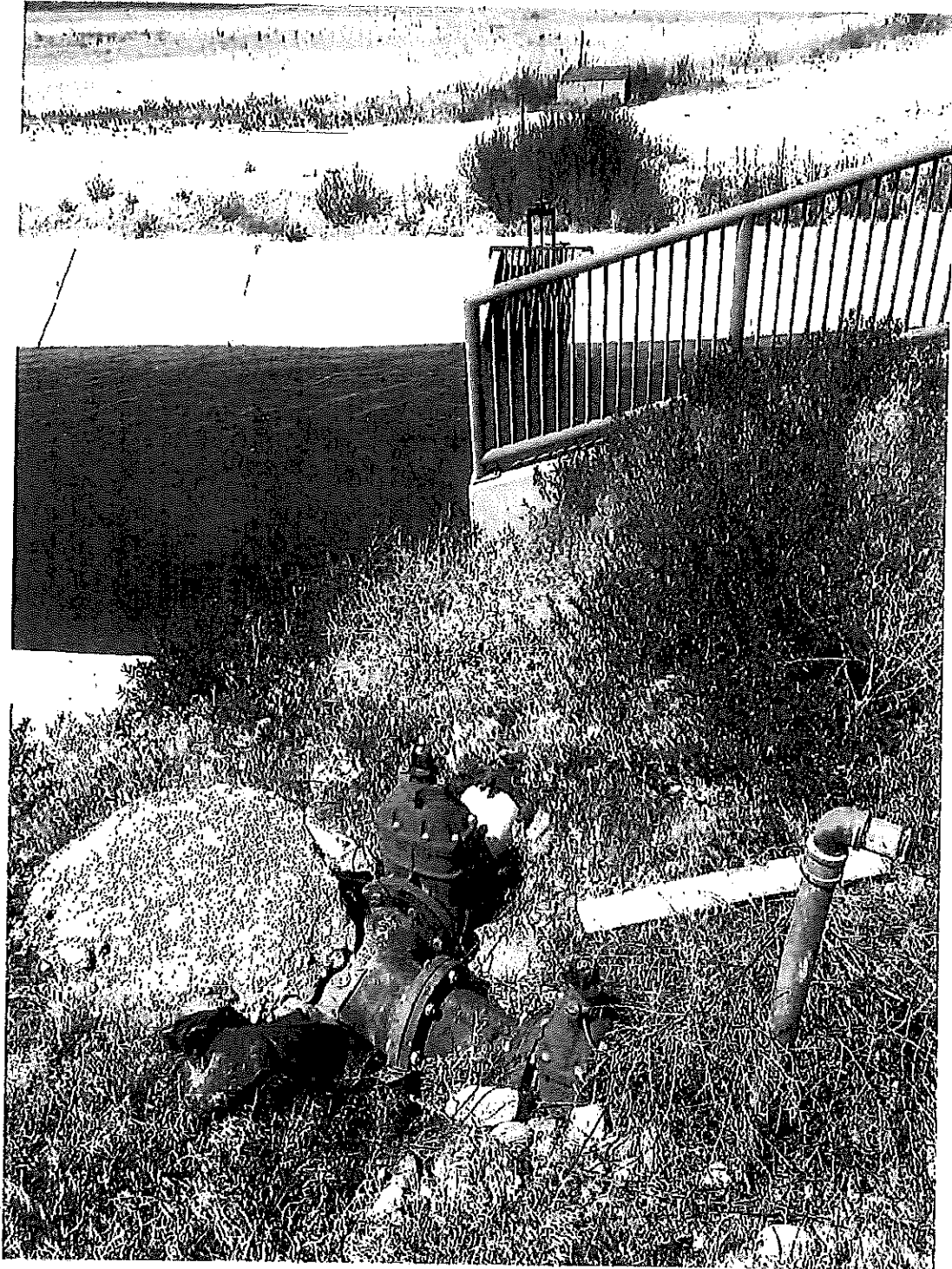


Section of water line to be modified to discharge into the Ridenbaugh Canal.



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Section of water line to be modified to discharge into the Ridenbaugh Canal.



B-1, pg. 3

