

AGREEMENT

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, 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 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 CREASON LATERAL (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 over the 60" pipe/culvert installed within the Creason Lateral, a 6' tall wrought iron fence at the headwalls for the pipe, and grass landscaping within the District’s easement, 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 over a 60" pipe/culvert installed in the Creason Lateral, a 6' tall wrought iron fence at the headwalls for the pipe/culvert, and grass landscaping within the District's easement for the Creason Lateral, within Creason Creek No. 2 Subdivision, 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 _____
Greg Curtis, 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 GREG CURTIS, 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 Creason Creek No. 2 Subdivision in the NW1/4 of Section 1, 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, culvert, fence and landscaping shall be in accordance with Exhibit C-1, attached hereto and by this reference made a part hereof.

b. An express condition of allowing the pathway over the 60" culvert and within the District's easement is that the City shall be responsible for repair and maintenance associated with the Creason Lateral where it has been placed in pipe/culvert and where the City's pathway crosses over the culvert, including rehabilitation or replacement of the pipe/culvert and any headwalls installed as part of said piping. Maintenance and repairs shall include, but not be limited to, all repairs necessary to preserve the structural integrity of the ditch or lateral and its banks and unobstructed flow of water through such portion of the ditch or lateral and prevent the loss of water from the portion of the ditch or lateral. If the City shall fail in any respect to properly maintain and repair such portion of the ditch or lateral, then the District, at its option, and without impairing or in anyway affecting its other rights and remedies hereunder, shall have the right to perform the necessary maintenance and repairs and the City agrees to pay to the District, on demand, the cost or expense which shall be reasonably expended or incurred by the District for such purposes. The District shall give reasonable notice to City prior to the District's performing such maintenance, repair or other work except that in cases of emergency the District shall attempt to give such notice as reasonable under the circumstances. Nothing in this paragraph shall create or support any claim of any kind by City or any third party against the District for failure to exercise the options stated in this paragraph, and City shall indemnify, hold harmless and defend the District from any claims made against the District arising out of or relating to City's obligation to maintain and repair the ditch or lateral as provided in this paragraph except for claims arising solely out of the negligence or fault of the District.

c. Licensee acknowledges that the District's easement for the Creason Lateral 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 60 feet, 20 feet to the left and 40 feet to the right of the centerline looking downstream.

d. Installation of the culvert in the Creason Lateral by the owner/developer shall be completed by March 20, 2025. Construction of the pathway, fence and landscaping shall be completed one year from the date of this agreement. Time is of the essence.



Sawtooth Land Surveying, LLC

2030 S. Washington Ave.
Emmett, ID 83617
P: (208) 398-8104
F: (208) 398-8105

Creason Lateral Crossing Easement Description

BASIS OF BEARING for this description is S. 0°36'19" W., between a 5/8" rebar/cap PLS 11118 marking the most southerly corner of Lot 12, Block 1 of Creason Creek No. 2 Subdivision and a 5/8" rebar/cap PLS 11118 marking an angle point in the boundary of Lot 11, Block 1 of said subdivision both in T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in a portion of Lot 12, Block 1 of Creason Creek No. 2 Subdivision, on file in Book 119 of Plats at Pages 18301-18303, Ada County records, and in Government Lot 4 of Section 1, T. 3 N., R. 1 W., B.M., City of Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at a 5/8" rebar/cap PLS 11118 marking the most southerly corner of said Lot 12, Block 1 and being on the northerly line of the Creason Lateral easement as described in Instrument No. 7608075, Ada County records;

Thence S. 0°36'19" W., coincident with the westerly line of Lot 11, Block 1 of said subdivision, 66.95 feet to a 5/8" rebar with cap PLS 11118 on the southerly line of said Creason Lateral easement;

Thence N. 63°03'02" W., coincident with said southerly line and the boundary of said Lot 11, a distance of 66.17 feet;

Thence leaving said southerly line and said boundary of Lot 11, N. 25°41'33" E., 92.64 feet to the easterly line of said Lot 12 and the southerly right of way of W. Tumble Creek Dr. and the beginning of a non-tangent curve to the left;

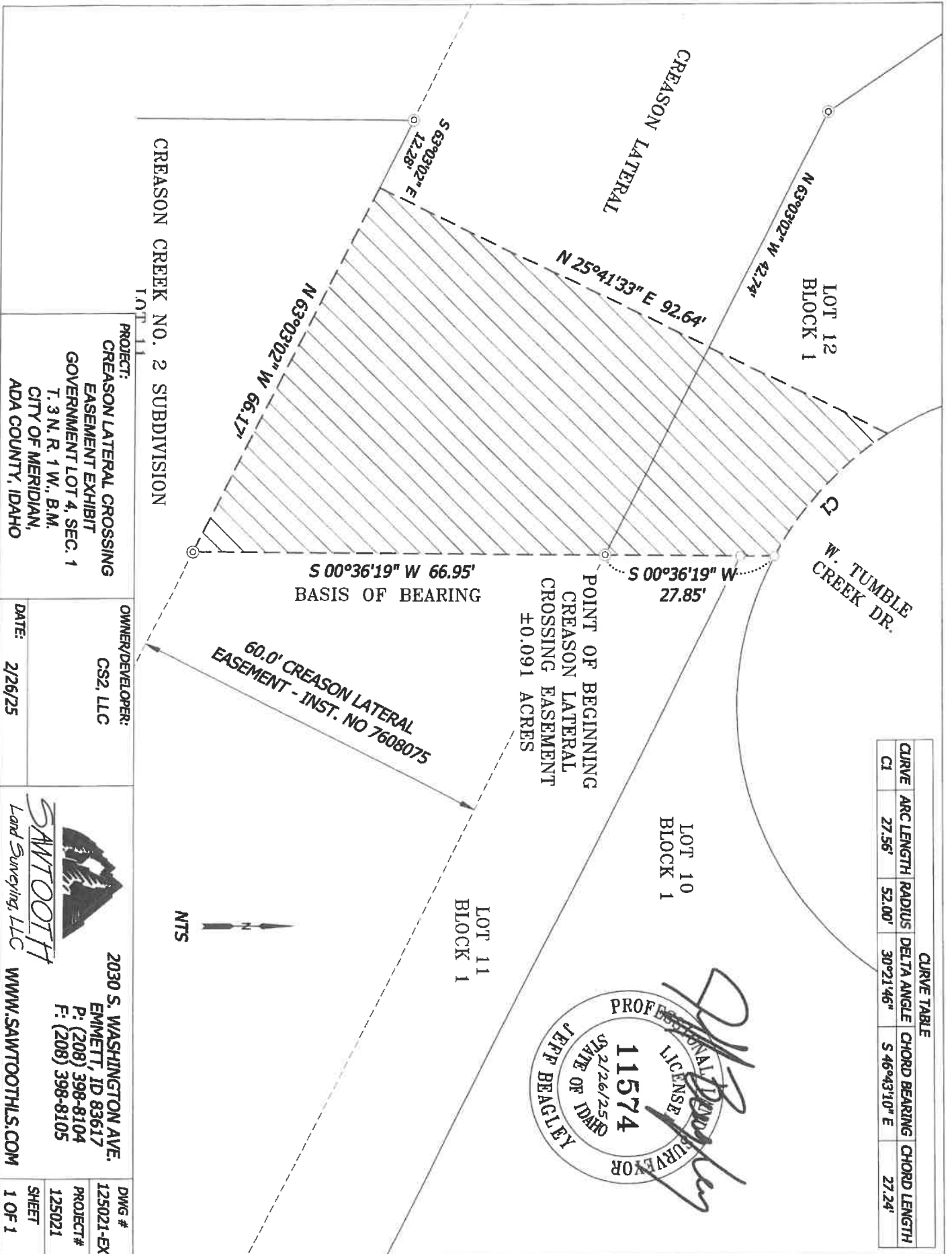
Thence coincident with said easterly line and said southerly right of way a distance of 27.56 feet along the arc of said curve, having a radius of 52.00 feet, through a central angle of 30°21'46", subtended by a chord bearing S. 46°43'10" E., 27.24 feet to a 1/2" rebar PLS 11118 marking an angle point in the easterly line of said Lot 12;

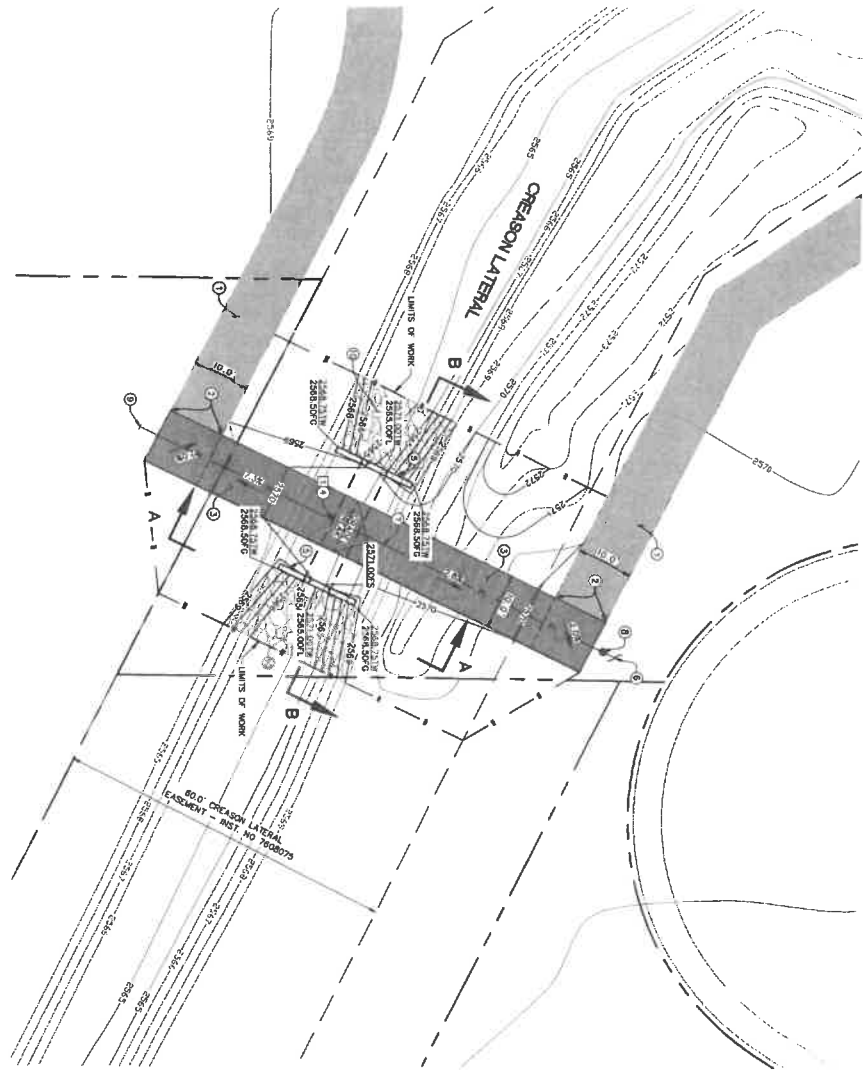
Thence leaving said southerly right of way, S. 0°36'20" W., coincident with said easterly line, 27.85 feet to the **POINT OF BEGINNING**.

The above described easement contains 0.091 acres, more or less.



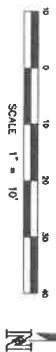
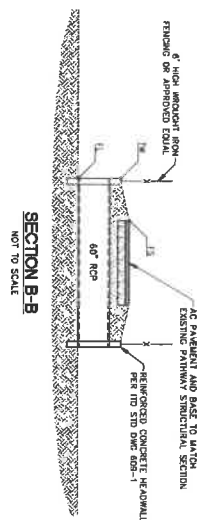
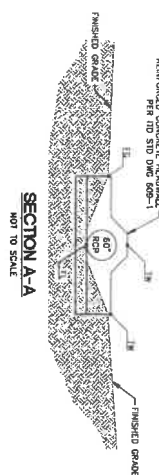
CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING
C1	27.56'	52.00'	30°21'46"	S 46°43'10" E
				CHORD LENGTH
				27.24'





- CONSTRUCTION NOTES**
- EXISTING PAVEMENT TO REMAIN AND BE PROTECTED IN PLACE. THE CREASON LATERAL CROSSING SHALL BE FINISHED WITH A HIGH WINDOUT FROM FINISH OR APPROVED EQUAL.
 - CONTRACTOR TO CONNECT TO EXISTING PAVEMENT.
 - INSTALL AC PAVEMENT AND BASE TO MATCH EXISTING PAVEMENT STRUCTURAL SECTION.
 - INSTALL 60" RCP PIPE. REFER TO DATA TABLE THIS SHEET FOR ADDITIONAL INFORMATION.
 - CONTRACTOR TO PROVIDE 12" MIN. COVER OVER THE TOP OF THE PIPE.
 - CONTRACTOR TO PROVIDE 12" MIN. COVER OVER THE TOP OF THE PIPE.
 - PROPOSE TO CONSTRUCTION CONTRACTOR SHALL FIELD LOCATE AND RECOVER THE POINT OF CONNECTION TO EXISTING PRESSURE IRRIGATION LINE.
 - INSTALL 3" PVC PRESSURE IRRIGATION LINE 3 FEET BELOW THE CULVERT CROSSING AND BACKFILL PER SPEC SD-301.
 - INSTALL GATE VALVE AND THROST BLOCK PER SPEC SD-403.
 - STUB AND CAP PRESSURIZED IRRIGATION LINE FOR FUTURE USE.
 - CONTRACTOR TO INSTALL 12" RCP PIPE TO A HEIGHT OF 1' (NOT) ABOVE THE HIGHEST EXISTING WATER LINE.

STORM DRAIN DATA TABLE			
ID	LENGTH	BEARING	NOTE
1	21.00'	N64°18'27"W	60" RCP (CLASS V)



CREASON LATERAL #2 CULVERT
NW 15TH ST AT W TUMBLE CREEK DR,
MERIDIAN, ID 83646



REVISION	DATE	BY
1	07/25/2011	MS
2	07/25/2011	MS
3	07/25/2011	MS
4	07/25/2011	MS
5	07/25/2011	MS
6	07/25/2011	MS
7	07/25/2011	MS
8	07/25/2011	MS
9	07/25/2011	MS
10	07/25/2011	MS

MS 008 # 07/25/2011
DRAWN BY: MS
CHECKED BY: MS

CULVERT
PLAN

C10