

CITY OF MERIDIAN RESOLUTION NO. 24-_____

BY THE CITY COUNCIL:

**CAVENER, LITTLE ROBERTS, OVERTON,
STRADER, TAYLOR, WHITLOCK**

A RESOLUTION RATIFYING THE CONVEYANCE OF REAL AND PERSONAL PROPERTY FROM THE WESTERN ADA RECREATION DISTRICT; ACCEPTING THE TERMINATION OF THE WESTERN ADA RECREATION DISTRICT’S LEASE OF LAKEVIEW GOLF COURSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Western Ada Recreation District (“WARD”) is the owner and steward of these recreational facilities and related holdings (collectively, “Assets”):

- 1) Real property located at 213 E. Franklin Road, in Meridian, currently developed as a swimming pool (“Pool”),
- 2) Real property located at 1031 E. Tammy Street, in Meridian, currently developed as a neighborhood park (“Park”), and
- 3) Personal property owned by WARD for the operation and maintenance of the Pool, the Park, and Lakeview Golf Course (located at 4200 W. Talamore Boulevard, in Meridian, currently owned by City and developed as an 18-hole public golf course, driving range, pro shop, restaurant and related facilities (“Golf Course”)) (“Personal Property”);

WHEREAS, pursuant to an agreement entitled *Assignment of Lease and Leasehold Improvements* executed on November 6, 2020, WARD holds a leasehold interest in the Golf Course (“Lease”), which interest may be extinguished by quitclaim deed, pursuant to provision 9.I of the May 17, 2005 *Assignment of Lease and Amended Lease Agreement for the Provision of Golf Course Operations at City of Meridian’s Municipal Golf Course*;

WHEREAS, pursuant to Idaho Code section 67-2322 and the *Memorandum of Agreement between Western Ada Recreation District and City of Meridian for Transfer of Assets* executed by WARD and the City on April 2, 2024, in exchange for consideration in the amount of one dollar (\$1.00), WARD seeks to convey the Assets to City and to terminate its Lease of the Golf Course;

WHEREAS, by this resolution, the City Council of the City of Meridian seeks to ratify the conveyance of the Assets to City and accept the instrument terminating WARD’s lease of the Golf Course;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO AS FOLLOWS:

Section 1. That the City of Meridian gratefully accepts the Assets conveyed by WARD and intends to use them for the benefit of the Meridian community, and therefore ratifies the instruments conveying the Pool and Park, attached hereto as *Exhibits A* and *B*, respectively, directs the City Clerk to record such instruments on September 30, 2024, and directs the Finance Department to mail consideration in the amount of one dollar (\$1.00) to WARD on September 30, 2024.

Section 2. That, as of September 30, 2024, the City of Meridian accepts WARD's conveyance of the Personal Property; to that end, will enter into the *Agreement for Transfer of Personal Property*, a copy of which is attached as *Exhibit C*; and directs the Mayor to execute such Agreement on behalf of the City of Meridian.

Section 3. That, as of September 30, 2024, the City of Meridian accepts WARD's tender of the quitclaim deed terminating WARD's lease of the Golf Course, attached hereto as *Exhibit D*; directs the City Clerk to record such instruments on September 30, 2024; and upon recording of the quitclaim deed, such lease shall be extinguished.

Section 4. That, following Closing, as described in the *Memorandum of Agreement between Western Ada Recreation District and City of Meridian for Transfer of Assets* executed by WARD and the City on April 2, 2024, the Director of the Meridian Parks and Recreation District is directed to exercise general administration and maintenance of the Pool, Park, Golf Course, and all real and personal property associated therewith, for the benefit of the Meridian community.

Section 5. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the City Council of the City of Meridian, Idaho, this 24th day of September, 2024.

APPROVED by the Mayor of the City of Meridian, Idaho, this 24th day of September,

APPROVED:

Robert E. Simison, Mayor

ATTEST:

By: _____
Chris Johnson, City Clerk

EXHIBIT A

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

MERIDIAN CITY CLERK
33 E. Broadway Avenue
Meridian, Idaho 83642

QUITCLAIM DEED

For value received, the Western Ada Recreation District, a recreation district organized under the laws of the State of Idaho ("Grantor"), does hereby grant, bargain, sell, and convey unto the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose current address is 33 E. Broadway Avenue, Meridian, Idaho ("Grantee"), and its successors and assigns forever, the following described premises, in Ada County, Idaho, to wit:

See attached Exhibit 1.

To have and to hold the said premises, together with all buildings, structures, improvements, fixtures, and appurtenances thereto, and any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the real property herein described, unto the said Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 28th day of August, 2024.

GRANTOR:
WESTERN ADA RECREATION
DISTRICT

STATE OF IDAHO)
) ss:
County of Ada)


Shaun Wardle, Board President

This record was acknowledged before me on the 28th day of August, 2024, by Shaun Wardle, on behalf of the Western Ada Recreation District, in his capacity as Board President.


Notary Public for Idaho
Residing at Capitola, Idaho

My Commission Expires: 1/24/30



EXHIBIT 1

The Land referred to herein below is situated in the County of Ada, State of Idaho, and is described as follows:

A parcel of land, as shown on the Record of Survey No. 8737, on file under Instrument No. 110021878 in the Office of the Recorder for Ada County, Idaho, lying in the Northwest 1/4 of Section 18, T.3N., R.1E., B.M., Meridian, Ada County, Idaho, and more particularly described as follows:

COMMENCING at the North 1/4 corner of said Section 18, marked by a brass cap;

thence along the North line of said Section 18 South 89°20'05" West 1309.06 feet to the Northeast corner of Government Lot 1 of said Northwest 1/4 of Section 18 as shown on Record of Survey No. 2017 on file under Instrument No. 9168335 in the Office of the Recorder for Ada County, Idaho;

thence along the East line of said Government Lot 1 South 00°40'03" West 414.24 feet to the POINT OF BEGINNING, marked by an iron pin;

thence continuing South 00°40'03" West 247.34 feet to a point, marked by an iron pin;

thence North 52°17'11" West 450.67 feet to a point, marked by an iron pin;

thence North 00°40'03" East 11.43 feet to a point, marked by an iron pin;

thence North 87°14'16" East 173.69 feet to a point of curve, marked by an iron pin;

thence along the arc of a curve to the left 55.71 feet, said curve having a radius of 66.00 feet, a central angle of 48°21'47", and a long chord bearing North 63°03'22" East 54.07 feet to a point, marked by an iron pin;

thence North 38°52'29" East 44.52 feet to a point, marked by an iron pin;

thence South 51°07'31" East 19.67 feet to a point, marked by an iron pin;

thence South 38°52'29" West 16.49 feet to a point, marked by an iron pin;

thence South 51°52'37" East 133.04 feet to the POINT OF BEGINNING.

APN: S1118223084

EXHIBIT B

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

MERIDIAN CITY CLERK
33 E. Broadway Avenue
Meridian, Idaho 83642

QUITCLAIM DEED

For value received, the Western Ada Recreation District, a recreation district organized under the laws of the State of Idaho ("Grantor"), does hereby grant, bargain, sell, and convey to the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 E. Broadway Avenue, Meridian, Idaho ("Grantee"), and its successors and assigns forever, the following described premises, in Ada County, Idaho, to wit:

Lot 14 in Block 2 of SETTLERS VILLAGE, a re-plat of the original Settlers Plat as vacated by the City of Meridian in April, 1981, according to the plat thereof, filed in Book 51 of Plats at Pages 4206 through 4209; and Amended by an Affidavit recorded August 3, 1984 as Instrument No. 8438997 and Affidavit recorded December 18, 2007 as Instrument No. 107166403, Records of Ada County, Idaho.

To have and to hold the said premises, together with all buildings, structures, improvements, fixtures, and appurtenances thereto, and any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the real property herein described, unto the said Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 28th day of August, 2024.

GRANTOR:
WESTERN ADA RECREATION DISTRICT

Sh Wardle
Shaun Wardle, Board President

STATE OF IDAHO)
) ss:
County of Ada)

This record was acknowledged before me on the 28th day of August, 2024, by Shaun Wardle, on behalf of the Western Ada Recreation District, in his capacity as Board President.

[Signature]
Notary Public for Idaho
Residing at Eagle, Idaho
My Commission Expires: 11/24/30

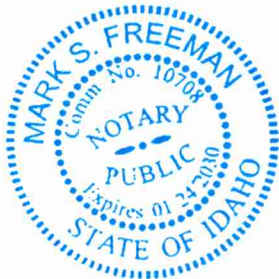


EXHIBIT C

AGREEMENT FOR TRANSFER OF PERSONAL PROPERTY

This AGREEMENT FOR TRANSFER OF PERSONAL PROPERTY ("Agreement") is made this ____ day of _____, 2024 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and the Western Ada Recreation District, a recreation district organized under the laws of the State of Idaho ("WARD") (collectively, "Parties").

WHEREAS, WARD is the owner of personal property ("Personal Property") used for the operation and maintenance of the Community Swimming Pool, located at 213 E. Franklin Road, in Meridian ("Pool"), a neighborhood park located at 1031 E. Tammy Street, in Meridian ("Park"), and Lakeview Golf Course, located at 4200 W. Talamore Boulevard, in Meridian ("Golf Course"); and,

WHEREAS, pursuant to the *Memorandum of Agreement between Western Ada Recreation District and City of Meridian for Transfer of Assets* entered into by the Parties ("MOA"), by this Agreement WARD seeks to convey the Personal Property to City; and

WHEREAS, by this Agreement City gratefully accepts the Personal Property and agrees to use the same for the benefit of the Meridian community;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

I. WARD'S CONVEYANCE.

- A. Convey Personal Property.** As of Closing, as such term is defined in the MOA, WARD hereby conveys to City, free of charge, any and all Personal Property used for the operation and maintenance of the Pool, Park, and Golf Course.
- B. Certifications.** WARD hereby certifies that:
1. WARD is not required to obtain the approval or consent of any person, firm, or other entity to permit WARD to consummate the transactions contemplated by this Agreement.
 2. WARD owns and possesses all rights, title, and interest in and to the Personal Property, free and clear of all covenants, conditions, easements, liens, and encumbrances.
 3. There is no equitable, legal, or administrative suit, action, arbitration, or other proceeding pending or threatened against or affecting WARD or the Personal Property.

II. CITY'S ACCEPTANCE. As of Closing, as such term is defined in the MOA, City shall accept and own, without payment, WARD's conveyance of the Personal Property, pursuant to all terms and conditions of this Agreement, and shall take ownership and possession of the Personal Property upon Closing.

III. GENERAL PROVISIONS.

- A. Notice.** All other notices required to be given by either of the Parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed as follows:

If to City:

City Clerk
City of Meridian
33 E. Broadway Avenue
Meridian, Idaho 83642

If to WARD:

Shaun Wardle, Board President
Western Ada Recreation District
P.O. Box 566
Meridian, Idaho 83680

- B. Term.** This Agreement shall be effective upon the Effective Date and shall expire upon Closing, as such term is defined in the MOA, unless earlier extended or terminated as set forth herein.
- C. Assignment.** Neither party shall assign or sublet all or any portion of its respective interest in this Agreement or any privilege or right hereunder, either voluntarily or involuntarily, without the prior written consent of the other party. This Agreement and each and all of the terms and conditions hereof shall apply to and are binding upon the respective organizations, legal representative, successors, and assigns of the Parties.
- D. No agency.** For purposes of or in furtherance of this Agreement, neither party nor its respective employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall be considered agents of the other in any manner or for any purpose whatsoever.
- E. Liability.** Each party shall be solely liable for the actions and/or inactions, including errors, omissions, and/or negligence of its own employees. Neither party shall bear any responsibility or liability for the errors, omissions, and/or negligence of the other.
- F. Compliance with laws.** In performing the scope of services required hereunder, City and WARD shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed in accordance with the statutes and constitution of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution.
- G. Termination.**
- 1. Grounds.** Grounds for termination of this Agreement shall include, but shall not be limited to: non-appropriation of funds necessary to meet either party's obligations under this Agreement; an act or omission by either party which materially breaches any term of this Agreement; an act of nature or other unforeseeable event which precludes or makes impossible the performance of the terms of this Agreement by either party; or a change in or occurrence of circumstances that renders the performance by either party a detriment to the public health, safety, or welfare.

2. **Process.** Either party may terminate this Agreement by providing thirty (30) days' notice of intention to terminate. Such notice shall include a description of the breach or circumstances providing grounds for termination. A fourteen (14) day cure period shall commence upon provision of the notice of intention to terminate. If, upon the expiration of such cure period, cure of the breach or circumstances providing grounds for termination has not occurred, this Agreement may be terminated upon mailing of notice of termination.
- H. **Construction and severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
- I. **Time of the essence.** The Parties acknowledge obligations under this Agreement shall be fulfilled in a timely manner. The Parties acknowledge and agree that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
- J. **Third-party beneficiaries.** This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.
- K. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- L. **No limitation.** Nothing in this Agreement or any other agreement shall prevent or limit City, when City owns the Personal Property, from alienating or making any improvements or changes to the Personal Property or any component thereof, whether temporarily or permanently, as may be deemed by City to further the public interest, health, safety, and/or welfare.
- M. **Authority.** The Parties certify that the execution, delivery, and consummation of this Agreement has been duly approved in accordance with applicable laws and any documents or instruments governing the respective Parties, and that the execution, delivery, and consummation of this Agreement will not, with the passage of time, the giving of notice, or otherwise, cause either Party to be in violation or breach of any law, regulation, contract, agreement, or other restriction to or by which the Party or the personal property conveyed by this Agreement are subject or bound.
- N. **Approval required.** This Agreement shall not become effective or binding until approved by the respective governing bodies of both City and WARD. The Parties signatory hereto represent and warrant that each is duly authorized to bind, respectively, City and WARD to this Agreement in all respects.

IN WITNESS WHEREOF, the Parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

WESTERN ADA RECREATION DISTRICT:



Shaun Wardle, Board President

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest:

Chris Johnson, City Clerk

EXHIBIT D

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

MERIDIAN CITY CLERK
33 E. Broadway Avenue
Meridian, Idaho 83642

QUITCLAIM DEED

For value received, the Western Ada Recreation District, a recreation district organized under the laws of the State of Idaho ("Grantor"), does hereby convey, release, remise and forever quitclaim unto the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose current address is 33 E. Broadway Avenue, Meridian, Idaho ("Grantee"), and its successors and assigns forever, the following described premises, in Ada County, Idaho, to wit:

See attached *Exhibit 1: Lakeview Golf Course*

And including, but not limited to, Grantor's leasehold interest in said premises, if any (collectively, "Property"). To have and to hold the said Property, unto the said Grantee, and Grantee's heirs and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 28th day of August, 2024.

GRANTOR:
WESTERN ADA RECREATION
DISTRICT


Shaun Wardle, Board President

STATE OF IDAHO)
) ss:
County of ADA)

This record was acknowledged before me on the 28th day of August, 2024, by Shaun Wardle, on behalf of the Western Ada Recreation District, in his capacity as Board President.

Notary Public for Idaho
Residing at Engle, Idaho

My Commission Expires: 1/24/2030



EXHIBIT 1
LEGAL DESCRIPTION OF REAL PROPERTY

Parcel I

A parcel of land being a portion of the West half Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho and more particularly described as follows:
Beginning at a brass cap marking the Southeast corner of the Northeast Quarter of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County Idaho; thence along the Southerly boundary of said Northeast Quarter of Section 3
North 88°55'29" West 2643.29 feet to a brass cap marking the Southwest corner of the Northeast Quarter; thence leaving said Southerly boundary
North 75°30'00" West 190.00 feet to a 2" iron pipe; thence
North 40°00'00" West 40.00 feet to an iron pin; thence South
75°59'31" West 70.00 feet to an iron pin; thence South
25°00'00" West 64.19 feet to an iron pin; thence
North 89°25'06" West 254.51 feet to a point, said point also being the REAL POINT OF BEGINNING; thence continuing
North 89°25'06" West 100.01 feet to a point; thence
South 00°30'11" West 407.92 feet to a point; thence
South 68°54'11" East 276.46 feet to a point marking a point of curve; thence along a curve to the right 59.46 feet, said curve having a central angle of 34°04'10", a radius of 100.00 feet, tangents of 30.64 feet and a long chord of 58.59 feet bearing
South 51°52'06" East to a point marking a point of tangents; thence South
34°50'01" East 292.99 feet to a point; thence
South 89°48'41" East 147.34 feet to a point; thence
North 35°00'00" West 109.03 feet to a point; thence
North 51°45'00" West 580.00 feet to a point; thence
North 00°29'44" East 335.18 feet to the POINT OF BEGINNING.

Parcel II

A parcel of land lying in portions of the South half of the North half and the North half of the South half of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho and more particularly described as follows:
Beginning at a point marking the Northwest corner of the said North half of the South half of Section 3; thence
South 89°25'06" East 2,077.73 feet along the Northerly boundary of the said North half of the South half of Section 3 to a point also said point being the REAL POINT OF BEGINNING; thence South 0°29'44" West 335.18 feet to a point; thence
South 51°45'00" East 580.00 feet to a point; thence
South 35°00'00" East 285.33 feet to a point; thence
South 22°15'00" West 60.05 feet to a point; thence

South 43°58'10" East 238.75 feet to a point; thence
 South 29°00'00" East 110.00 feet to a point; thence
 North 61°00'00" East 81.19 feet to a point of curve; thence Northeasterly along a curve to the left
 147.14 feet, said curve having a central angle of 48°10'28", a radius of 175.00 feet, tangents of
 78.23 feet and a long chord of 142.84 feet bearing
 North 36°54'46" East to a point of ending of curve; thence
 North 56°30'00" West 151.38 feet to a point; thence North
 41°30'00" West 203.92 feet to a point; thence North
 17°15'00" West 94.14 feet to a point; thence
 North 22°15'00" East 147.00 feet to a point; thence
 North 65°50'00" East 45.00 feet to a point; thence
 South 87°20'00" East 78.40 feet to a point; thence
 South 68°00'00" East 61.48 feet to a point; thence
 South 71°33'25" East 88.05 feet to a point; thence
 South 60°00'00" East 108.33 feet to a point of beginning of curve; thence Northeasterly along a
 curve to the right 139.32 feet, said curve having a central angle of 25°35'19", a radius of 311.95
 feet, tangents of 70.84 feet and along chord of 138.16 feet bearing
 North 56°12'20" East to a point of tangent; thence
 North 69°00'00" East 115.08 feet to a point of curve; thence Northeasterly along a curve to the left
 125.75 feet, said curve having a central angle of 24°25'22", a radius of 295.00 feet, tangents of
 63.84 feet and a long chord of 124.80 feet bearing
 North 56°47'19" East to a point of ending of curve; thence
 North 44°00'00" West 79.63 feet to a point; thence
 North 67°45'00" West 160.00 feet to a point; thence
 South 65°50'00" West 244.67 feet to a point; thence
 North 50°30'00" West 114.35 feet to a point; thence
 North 44°00'00" East 90.00 feet to a point; thence
 North 17°00'00" West 175.00 feet to a point; thence
 North 12°00'00" East 280.00 feet to a point; thence
 North 77°30'00" West 170.00 feet to a point; thence
 South 68°00'00" West 265.00 feet to a point marking the Northeast corner of the Southwest
 Quarter of the said Section 3; thence
 North 75°30'00" West 190.00 feet to a point; thence
 North 40°00'00" West 40.00 feet to a point; thence
 South 75°59'31" West 70.00 feet to a point; thence
 South 25°00'00" West 64.19 feet to a point on the said Northerly boundary of the North half of the
 South half of Section 3; thence
 North 89°25'06" West 254.51 feet along the said Northerly boundary of the North half of the
 South half of Section 3 to the POINT OF BEGINNING.

EXCEPT that portion lying within the following subdivisions:

Cherry Lane Village No. 1 Subdivision, according to the plat thereof, filed in Book 44 of Plats
 at Pages 3537 and 3538, records of Ada County, Idaho;
 Cherry Lane Village No. 2 Subdivision, according to the plat thereof, filed in Book 46 of Plats
 at Pages 3791 and 3792, records of Ada County, Idaho;
 The Lake at Cherry Lane, according to the plat thereof filed in Book 52 of Plats at Pages 4569
 and 4570, records of Ada County, Idaho;
 The Lake at Cherry Lane No. 2, according to the plat thereof filed in Book 54 of Plats at Pages
 4882 and 4883, records of Ada County, Idaho;

The Lake at Cherry Lane No. 4 Subdivision, according to the plat thereof, filed in Book 74 of Plats at Pages 7674 and 7675, records of Ada County, Idaho.

Parcel III-A

A portion of the West half of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho, more particularly described as follows:
Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North 0°38'11" East 2651.19 feet to the quarter corner common to said Sections 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County, Idaho); from which the Northwest corner of said Section 3 bears North 0°38'27" East 2697.49 feet; thence North 0°38'27" East 22.64 feet to a 5/8" iron pin; thence South 88°55'31" East 379.53 feet to the REAL POINT OF BEGINNING; thence continuing South 88°55'31" East 182.65 feet to a point; thence South 8°18'10" East 440.66 feet to a point; thence South 16°18'25" West 218.04 feet to a point; thence North 89°13'51" East 540.22 feet to a point; thence North 71°43'34" East 442.46 feet to a point; thence North 10°33'50" East 487.84 feet to a point; thence South 88°55'31" East 124.84 feet to a point; thence South 50°38'25" East 89.99 feet to a point; thence 165.33 feet along the arc of a curve to the right, having a radius of 250.25 feet, a central angle of 37°51'08", and a long chord bearing South 31°42'52" East 162.34 feet to a point; thence North 89°29'44" West 120.24 feet to a point; thence South 4°27'17" East 80.30 feet to a point; thence South 0°30'16" West 230.52 feet to a point; thence South 10°31'20" West 123.51 feet to a point; thence South 30°14'07" West 119.57 feet to a point; thence South 50°50'29" West 134.39 feet to a point; thence South 71°28'48" West 120.64 feet to a point; thence South 82°45'52" West 225.84 feet to a point; thence South 89°02'57" West 67.30 feet to a point; thence North 89°10'41" West 825.06 feet to a point; thence North 77°29'20" West 148.07 feet to a point; thence North 89°10'41" West 160.40 feet to a point lying 65.00 feet East of the West boundary of said Section 3; thence along a line 65.00 feet East of and parallel to the West boundary of said Section 3 North 0°38'11" East 247.64 feet to a point, thence South 89°21'49" East 156.03 feet to a point; thence North 45°03'16" East 163.61 feet to a point; thence North 5°39'31" East 502.42 feet to the POINT OF BEGINNING.

Parcel III-B

A portion of the West half of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho, more particularly described as follows:
Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North 0°38'11" East 2651.19 feet to the quarter corner common to said Sections 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County, Idaho); from which the Northwest corner of said Section 3 bears North 0°38'27" East 2697.49 feet; thence
North 0°38'27" East 22.64 feet to a 5/8" iron pin; thence
South 88°56'31" East 1977.72 feet to a 5/8" iron pin and the REAL POINT OF BEGINNING; thence
South 0°30'15" West 413.59 feet to a point; thence
North 68°54'11" West 26.71 feet to a point; thence
North 0°30'15" East 217.93 feet to a point; thence 211.88 feet along the arc of a curve to the left, having a radius of 249.75 feet, a central angle of 48°36'25" and a long chord bearing North 23°47'57" West 205.58 feet to a point; thence
South 88°55'31" East 109.62 feet to the POINT OF BEGINNING.

Parcel IV-A

A portion of the Southwest Quarter of the Northwest Quarter of Section 3, Township 3 North, Range 1 West; Boise Meridian, Meridian, Ada County, Idaho, more particularly described as follows:
Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North 0°38'11" East, 2651.19 feet to the quarter corner common to said Section 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County, Idaho); from which the Northwest corner of said Section 3 bears North 0°38'27" East, 2697.49 feet; thence
North 0°38'27" East 22.64 feet to a 5/8" iron pin; thence
South 88°55'31" East, 379.53 feet to the REAL POINT OF BEGINNING; thence
North 5°39'31" East, 290.28 feet to a point; thence 46.45 feet along the arc of a nontangent curve to the right, having a radius of 250.00 feet, a central angle of 10°38'46", and a long chord bearing
South 49°22'43" East, 46.39 feet to a point; thence
South 44°03'20" East, 136.41 feet to a point; thence
South 8°18'10" East, 165.80 feet to a point; thence
North 88°55'31" West, 182.65 feet to the POINT OF BEGINNING.

Parcel IV-B

A portion of Government Lot 4 and the Southwest Quarter of the Northwest Quarter of Section 3, Township 3 North, Range 1 West Boise Meridian, Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North 0°38'11" East, 2651.19 feet to the quarter corner common to said Section 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County, Idaho); from which the Northwest corner of said Section 3 bears North 0°38'27" East, 2697.49 feet; thence North 0°38'27" East 22.64 feet to a 5/8" iron pin; thence South 88°55'31" East, 834.71 feet to a point; thence North 1°04'29" East, 77.45 feet to the REAL POINT OF BEGINNING; thence 199.31 feet along the arc of curve to the right having a radius of 270.00 feet, a central angle of 42°17'41" and a long chord bearing North 65°12'11" West, 194.81 feet to a point; thence North 44°03'20" West, 198.06 feet to a point; thence North 37°38'05" East, 125.90 feet to a point; thence North 4°26'20" West, 178.94 feet to a point; thence North 49°13'43" West, 619.18 feet to a point; thence North 89°21'33" West, 39.72 feet to a point; thence North 0°38'27" East, 178.61 feet to a point; thence South 89°21'33" East, 104.94 feet to a point; thence North 26°46'55" East, 463.73 feet to a point; thence North 13°05'08" East, 186.18 feet to a point; thence South 89°23'04" East, 221.37 feet to a point; thence South 0°36'56" West, 30.00 feet to a point; thence North 89°23'04" West, 114.43 feet to a point; thence South 10°38'11" West, 162.48 feet to a point; thence South 5°36'09" East, 160.95 feet to a point; thence South 48°58'55" West, 66.41 feet to a point; thence South 10°49'04" West, 123.62 feet to a point; thence South 12°00'00" East, 85.00 feet to a point; thence South 53°26'21" East, 142.60 feet to a point; thence South 6°51'51" West, 151.05 feet to a point; thence South 41°14'14" East, 171.06 feet to a point; thence South 89°12'26" East, 122.33 feet to a point; thence South 43°03'05" East, 60.00 feet to a point; thence South 0°36'15" West, 671.50 feet to the POINT OF BEGINNING.

Parcel IV-C

A portion of the Northwest Quarter of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho, more particularly described as follows:
Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North 0°38'11" East, 2651.19 feet to the quarter corner common to said Sections 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County, Idaho); from which the Northwest corner of said Section 3 bears North 0°38'27" East, 2697.49 feet; thence North 0°38'27" East 22.64 feet to a 5/8" iron pin; thence South 88°55'31" East, 1784.61 feet to a point; thence North 1°04'29" East, 303.15 feet to the REAL POINT OF BEGINNING; thence North 66°28'40" West, 157.70 feet to a point; thence

North 56°56'39" West, 717.37 feet to a point; thence
 North 89°23'44" West, 36.12 feet to a point; thence
 North 0°36'28" East, 5.00 feet to a point; thence 154.59 feet along the arc of a nontangent curve
 to the left, having a radius of 225.00 feet, a central angle of 39°22'00", and a long chord bearing
 North 19°04'45" West, 151.57 feet to a point; thence
 North 38°45'45" West, 39.00 feet to a point; thence
 North 51°14'15" East, 110.00 feet to a point; thence
 North 26°11'31" West, 134.78 feet to a point; thence
 North 4°04'20" West, 277.45 feet to a point; thence
 North 31°46'35" West, 241.56 feet to a point; thence
 North 0°36'56" East, 132.59 feet to a point; thence
 North 89°23'04" West, 110.00 feet to a point; thence
 North 0°36'56" East, 30.00 feet to a point; thence South
 89°23'04" East, 175.94 feet to a point; thence South
 78°05'29" East, 71.13 feet to a point; thence South
 63°13'16" East, 65.34 feet to a point; thence South
 56°28'32" East, 79.07 feet to a point; thence South
 53°15'09" East, 86.07 feet to a point; thence South
 42°31'18" East, 70.53 feet to a point; thence South
 35°28'22" East, 77.08 feet to a point; thence South
 5°49'06" East, 249.89 feet to a point; thence South
 8°16'07" East, 125.42 feet to a point; thence South
 13°56'20" East, 266.06 feet to a point; thence South
 42°43'29" East, 283.07 feet to a point; thence North
 61°49'13" East, 165.37 feet to a point; thence North
 11°00'42" West, 399.24 feet to a point; thence South
 89°18'49" East, 398.40 feet to a point; thence South
 79°02'15" East, 61.16 feet to a point; thence South
 60°40'15" East, 164.39 feet to a point; thence South
 85°10'18" East, 136.30 feet to a point; thence South
 0°30'15" West, 235.93 feet to a point; thence
 North 89°29'45" West, 80.00 feet to a point; thence
 South 78°33'49" West, 182.71 feet to a point; thence
 South 11°45'15" West, 185.77 feet to a point; thence
 South 0°30'15" West, 154.10 feet to a point; thence 288.86 feet along the arc of a nontangent
 curve to the left, having a radius of 425.00 feet, a central angle of 38°56'31", and a long chord
 bearing
 South 63°04'11" West, 283.33 feet to the POINT OF
 BEGINNING.

EXCEPTING THEREFROM:

A portion of the Northwest quarter of Section 3, Township 3 North, Range 1 West, Boise
 Meridian, Ada County, Idaho and more particularly described as follows:
 Beginning at a brass cap marking the Northeast corner of the Northwest quarter of Section 3,
 Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho;
 thence along the Easterly boundary of the said Northwest quarter of Section 3,
 South 00°27'29" West 1,365.57 feet to an iron pin marking the Southeast corner of the Northeast
 quarter of the Northwest quarter of Section 3, said iron pin also being on the Northerly boundary

of The Lake at Cherry Lane No. 4 Subdivision as filed for record in the office of the Ada County Recorder, Boise, Idaho, in Book 74 of Plats at Pages 7674 and 7675;
thence leaving said Easterly boundary and along the said Northerly boundary of The Lake at Cherry Lane No. 4 Subdivision,
North 89°18'58" West 301.76 feet to an iron pin marking the Northwest corner of said The Lake at Cherry Lane No. 4 subdivision; thence leaving said Northerly boundary and along the Westerly boundary of said The Lake at Cherry Lane No. 4 Subdivision,
South 00°30'18" West 486.13 feet to an iron pin, said iron pin being the Real Point of Beginning; thence continuing along said Westerly boundary,
South 00°30'18" West 19.38 feet to a point; thence leaving said Northwesterly boundary,
North 89°29'45" West 79.95 feet to a point; thence
South 78°33'49" West 182.71 feet to a point; thence
North 11°45'06" East 20.62 feet to a point; thence
North 78°53'05" East 183.47 feet to a point; thence
South 89°29'54" East 74.99 feet to the Point of Beginning.

FURTHER EXCEPTING THEREFROM:

A portion of the Northwest quarter of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho and more particularly described as follows:
Beginning at a brass cap marking the Northeast corner of the Northwest quarter of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian Ada County, Idaho;
thence along the Easterly boundary of the said Northwest quarter of Section 3,
South 00°27'2.9" West 1,365.57 feet to an iron pin marking the Southeast corner of the Northeast quarter of the Northwest quarter of Section 3, said iron pin also being on the Northerly boundary of The Lake at Cherry Lane No. 4 Subdivision as filed for record in the office of the Ada County Recorder, Boise, Idaho, in Book 74 of Plats at Pages 7674 and 7675;
thence leaving said Easterly boundary and along the said Northerly boundary of The Lake at Cherry Lane No. 4 Subdivision,
North 89°18'58" West 301.76 feet to an iron pin marking the Northwest corner of said The Lake at Cherry Lane No. 4 subdivision;
thence leaving said Northerly boundary and along the Westerly boundary of said The Lake at Cherry Lane No. 4 Subdivision,
South 00°30'18" West 486.13 feet to an iron pin; thence leaving said Westerly boundary
North 89°29'54" West 74.97 feet to an iron pin; thence
South 78°53'05" West 183.47 feet to an iron pin, said iron pin being the Real Point of Beginning; thence South 11°45'06" West 206.39 feet to an iron pin; thence
South 00°30'06" West 154.08 feet to an iron pin, thence
Southwesterly 24.54 feet along the arc of a curve to the left said curve having a radius of 425.00 feet, a central angle of 03°18'29", and a long chord bearing
South 80°53'03" West 24.54 feet, to a point on the Easterly right of way of the Eight Mile Lateral;
thence along said Easterly right of way
North 00°42'19" East 347.61 feet to a point; thence leaving said Easterly said right of way
North 78°53'05" East 64.54 feet to the Real Point of Beginning.

Parcel IV-D

A portion of the Southeast Quarter of the Northwest Quarter of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North 0°38'11" East, 2651.19 feet to the quarter corner common to said Sections 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County, Idaho); from which the Northwest corner of said Section 3 bears North 0°38'27" East, 2697.49 feet; thence

North 0°38'27" East 22.64 feet to a 5/8" iron pin; thence

South 88°55'31" East, 1614.53 feet to the REAL POINT OF BEGINNING; thence

North 10°33'50" East, 72.37 feet to a point; thence 129.52 feet along the arc of a nontangent curve to the right, having a radius of 600.00 feet, a central angle of 12°22'07", and a long chord bearing

South 56°49'29" East, 129.27 feet to a point; thence

South 50°38'25" East, 4.33 feet to a point; thence

North 88°55'31" West, 124.84 feet to the POINT OF BEGINNING.

Parcel IV-E

A portion of the Southeast Quarter of the Northwest Quarter of Section 3, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the corner common to Sections 4, 9, 10 and the said Section 3; thence North 0°38'11" East, 2651.19 feet to the quarter corner common to said Sections 3 and 4 as same was reestablished by LS 972 (CP & F Instrument No. 7852146, records of Ada County, Idaho); from which the Northwest corner of said Section 3 bears North 0°38'27" East, 2697.49 feet; thence North 0°38'27" East 22.64 feet to a 5/8" iron pin; thence South 88°55'31" East, 1977.72 feet to a 5/8" iron pin and the REAL POINT OF BEGINNING; thence North 88°55'31" West 109.62 feet to a point; thence 11.06 feet along the arc of a nontangent curve to the left, having a radius of 249.75 feet, a central angle of 2°32'16", and a long chord bearing North 49°22'17" West, 11.06 feet to a point; thence North 50°38'25" West, 94.32 feet to a point; thence 60.45 feet along the arc of a curve to the left, having a radius of 680.00 feet, a central angle of 5°05'36", and a long chord bearing North 53°11'13" West, 60.43 feet to a point; thence 30.13 feet along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 86°18'50", and a long chord bearing North 12°34'36" West, 27.36 feet to a point; thence North 30°34'50" East, 84.13 feet to a point; thence 269.77 feet along the arc of a curve to the right, having a radius of 375.00 feet, a central angle of 41°13'04", and a long chord bearing North 51°11'21" East, 263.99 feet to a point; thence South 0°30'15" West, 369.89 feet to the POINT OF BEGINNING.

Parcel V

Lots 1 and 52 in Block 5, and Lot 11 in Block 9 of Cherry Lane Village No. 1 Subdivision, according to the plat thereof filed in Book 44 of Plats at Pages 3537 through 3538, records of Ada County, Idaho.

Parcel VI

Lots 12 and 21 in Block 9 and Lot 4 in Block 11 and Lot 53 in Block 5 of Cherry Lane Village No. 2 Subdivision, according to the plat thereof, filed in Book 46 of Plats at Pages 3791 and 3792, records of Ada County, Idaho.

Parcel VII

Lot 83 in Block 5 and Lot 14, in Block 13 Cherry Lane Village No. 3 Subdivision according to the official plat thereof filed in Book 58 of Plats at Pages 5473 through 5475, records of Ada County, Idaho.

EXCEPTING THEREFROM that portion of Lot 83 in Block 5 of the proposed Cherry Lane Village No. 3 Subdivision located in the SE $\frac{1}{4}$ of Section 3, T. 3N., R. 1W., B.M., Ada County, Idaho, and more particularly described as follows:

Beginning at a brass cap marking the Southeast corner of said SE $\frac{1}{4}$; thence North $00^{\circ}19'11''$ East 451.29 feet along the Easterly boundary of said SE $\frac{1}{4}$ and the centerline of Ten Mile Road to a point marking the intersection of the centerline of the proposed Woodmont Drive and said centerline of Ten Mile Road; thence along the following courses and distances along said proposed centerline of Woodmont Drive;
North $89^{\circ}40'49''$ West 136.00 feet to a point of curve; thence Northwesterly along a curve to the right 54.87 feet, said curve having a central angle of $21^{\circ}40'49''$, a radius of 145.00 feet, tangents of 27.77 feet and a long chord of 54.54 feet bearing North $78^{\circ}50'25''$ West to a point of tangent; thence
North $68^{\circ}00'00''$ West 171.40 feet to a point of curve; thence Northwesterly along a curve to the left 78.86 feet, said curve having a central angle of $25^{\circ}49'14''$, a radius of 175.00 feet, tangents of 40.11 feet and a long chord of 78.20 feet bearing North $80^{\circ}54'37''$ West to a point of ending of curve; thence leaving said proposed centerline of Woodmont Drive along a non-tangent line,
South $05^{\circ}35'15''$ West 25.40 feet to a point marking the Northwesterly corner of Lot 84, Block 5 of said proposed Cherry Lane Village No. 3 Subdivision, also said point being on the Southwesterly right-of-way line of said proposed Woodmont Drive, said point also being the REAL POINT OF BEGINNING;
thence continuing South $05^{\circ}35'15''$ West 66.64 feet along the Westerly boundary of said Lot 84, Block 5 to a point marking the Southwesterly corner of said Lot 84, Block 5, also said point being on the Southerly boundary of said proposed Cherry Lane Village No. 3 Subdivision;
thence North $60^{\circ}50'49''$ West 3.00 feet along said Southerly boundary of the proposed Cherry Lane Village No. 3 Subdivision to a point; thence leaving said Southerly boundary,
North $05^{\circ}13'51''$ West 62.96 feet to a point on said Southerly right-of-way line of proposed Woodmont Drive, also said point being a point on curve;
thence Northeasterly along a non-tangent curve to the right along said Southerly right-of-way line of proposed Woodmont Drive 15.01 feet, said curve having a central angle of $05^{\circ}44'02''$, a radius of 150.00 feet, tangents of 7.51 feet and a long chord of 15.00 feet bearing North $81^{\circ}43'36''$ East to the POINT OF BEGINNING.

Parcel VIII

Lot 28 in Block 11 and Lot 39 in Block 13 Cherry Lane Village No. 4 Subdivision according to the official plat thereof filed in Book 63 of Plats at Pages 6376 and 6377, records of Ada County, Idaho.

Parcel IX

Lot 9 in Block 1 of Record of Survey No. 802 of adjusted lot lines for Lots 8, 9 and 10, in Block 1 of The Lake at Cherry Lane, according to the plat thereof, filed in Book 52 of Plats at Pages 4569 and 4570, records of Ada County, Idaho.

EXCEPT that portion lying within the original Lot 8.

Parcel X

Lot 5 in Block 1 and Lot 13 in Block 2, The Lake at Cherry Lane No. 2, according to the official plat thereof, filed in Book 54 of Plats at Pages 4882 and 4883, records of Ada County, Idaho.

Parcel XI

Lot 24 in Block 2 of The Lake at Cherry Lane No. 3 Subdivision according to the official plat thereof filed in Book 70 of Plats at Pages 7167 and 7168, records of Ada County, Idaho.

Parcel XII

Lot 19 in Block 1 and Lot 46 in Block 2 of The Lake at Cherry Lane No. 4 Subdivision, according to the official plat thereof, filed in Book 74 of Plats at Page 7674 and 7675, records of Ada County, Idaho.