

REIMBURSEMENT AGREEMENT

**BY AND BETWEEN
THE MERIDIAN DEVELOPMENT CORPORATION
AND
THE CITY OF MERIDIAN**

February ____, 2024

Hunter Lateral Relocation

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2024, by and between the **MERIDIAN DEVELOPMENT CORPORATION**, the urban renewal MDC for the City for Meridian, an independent public body, corporate and politic, organized and existing under the urban renewal laws of the State of Idaho ("MDC") and the **CITY OF MERIDIAN**, an Idaho municipal corporation ("City"). MDC and City are collectively referred to as "Parties" and may be individually referred to as "Party".

RECITALS

WHEREAS, MDC owns certain property (MDC Property) and the CITY owns certain property (CITY Property) more specifically described and depicted in **Attachment 1** (attached hereto and incorporated herein) and both properties are located within the Union District revenue allocation area ("District") under the jurisdiction of MDC;

WHEREAS the Hunter Lateral (Lateral) is an irrigation facility owned by the Nampa Meridian Irrigation District (NMID) and runs through and across both the City and MDC properties;

WHEREAS the City and MDC have entered into agreements with NMID and the Ada County Highway District (ACHD) for the relocation of the Lateral to the ACHD right of way;

WHEREAS the relocation of the Lateral is a public improvement within the scope of the Union District Urban Renewal Plan adopted by Meridian City Ordinance 20-1882 ("Plan") that will benefit the potential use and redevelopment of the respective properties of the City and MDC and which will enhance the tax base in the District; and

WHEREAS, the City is paying the costs to relocate the Lateral to the ACHD right of way and MDC is willing to reimburse the city over time from tax increment funds generated by the MDC Property and the City Property and actually received by MDC during the life of the Union District; and

WHEREAS, the public work to be performed in the relocation of the Lateral are set forth in **Attachment 2** (attached hereto and incorporated by reference herein) and the costs associated with these public improvements are also set forth in **Attachment 2** ("Reimbursable Public Improvements");

WHEREAS, the CITY and MDC desire to enter into this Agreement for the mutual benefit of both entities.

NOW, THEREFORE, based upon the mutual consideration, the receipt and sufficiency of which is hereby acknowledged, MDC and City agree as follows:

I. SUBJECT OF AGREEMENT

A. Agreement

The purpose of this Agreement is to effectuate the Plan by making certain irrigation and drainage system improvements in the District and reimburse the City for the costs associated with the relocation of the Lateral from the City Property and MDC Property to the ACHD right of way. A description of the Reimbursable Public Improvements is set forth in **Attachment 2**. City agrees it will provide for and oversee the completion of the Reimbursable Public Improvements.

The recitals above are hereby incorporated into this Agreement as if set forth fully herein.

The term of this Agreement shall commence on the date first set forth above through December 31, 2040, unless the Agreement is earlier terminated as provided herein or the Reimbursable Improvements are completed and reimbursement is fully made to the City prior to that date.

B. The Plan

This Agreement is subject to the provisions of the Plan.

C. The Site

The MDC Property and the City Property may collectively be referred to as the Site.

D. Reimbursable Public Improvements

The Reimbursable Public Improvements will improve and enhance the public infrastructure within the District boundaries, improve the opportunity to redevelop the Site and provide for greater public health, safety and welfare. MDC and the City agree that the Reimbursable Public Improvements are in the best public interest, will improve usability and safety, and provide for enhanced development of the Site and the Plan area. The MDC has approved the scope and the cost of the Reimbursable Public Improvements.

In consideration of the terms of this Agreement, MDC agrees to reimburse City for the reasonable and actual costs of the Reimbursable Public Improvements in an amount not to exceed \$800,970.00. The Reimbursable Public Improvements consist of the improvements described in Attachment 2. The Reimbursable Public Improvements, as described in Attachment 2, are considered all-inclusive and may only be modified by written agreement of the Parties. The aforementioned reimbursement shall be made from ninety percent (90%) of the actual tax increment revenue received pertaining to the Site within the Union District. The reimbursement shall only be made over time from funds actually received by MDC from the Site within the District so reimbursement may be accomplished via multiple payments. MDC shall transmit said payments to City within ninety (90) days of receiving actual funds from the Site. The City assumes the risk that actual funds received by MDC may not be sufficient to fully reimburse the City. MDC agrees to complete reimbursement to the City before reimbursement payments

are made to any other entity for reimbursable public improvements made pertaining to the Site pursuant to other development or owner participation agreements entered into after the Effective Date of this Agreement and pertaining to the Site.

The Parties agree that any and all reimbursement payments to be made by MDC under this Agreement for the Reimbursable Public Improvements shall be made to City. To receive reimbursement, City must provide written documentation acceptable to MDC from the City and other applicable government agencies with jurisdiction that the Reimbursable Public Improvements have been properly and finally completed and accordance with the applicable plans and specifications and governmental requirements and that the applicable agencies have accepted said improvements. City shall deliver to MDC, along with its request for reimbursement, an itemized statement to the MDC setting forth in detail the total amount of the costs that City believes are eligible and for which they are seeking reimbursement. The request for reimbursement must include the corresponding invoices, receipts and other documentation of the actual costs. Payment terms for reimbursement payments are further described in Attachment 2.

City shall, at City's expense, secure or cause to be secured any and all permits, licenses or approvals which are required by the City, or any other governmental entity with authority over by such construction.

E. Bodily Injury, Property Damage, and Worker's Compensation Insurance

The City shall maintain property and casualty insurance as it has historically done and maintain workers' compensation insurance as required by law during the construction of the Reimbursable Public Improvements.

F. Indemnification

To the extent permitted by Idaho law, City shall release, defend and hold MDC and its respective officers, agents, consultants and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including reasonable architect and attorney fees which may be imposed

upon or incurred by or asserted against MDC or its respective officers, agents, consultants and employees by reason of any of the following:

- a. Any work done in, on, off, or about the Site and the ACHD right of way related to this Agreement, including, without limitation, the construction of any and all facilities and improvements;
- b. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Site or area, or any part thereof, where the work related to this Agreement is being performed;
- c. Any negligence on the part of City or any of their agents, consultants, contractors, subcontractors, servants, employees, subtenants, operators, licensees, guests or invitees;
- d. Any accident, injury, or damage to any person or property occurring in, on, about or enroute to or from the Site or area where the work related to this Agreement is being performed or any part thereof; and/or
- e. Any failure on the part of City to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part.

G. Rights of Access During Construction

Representatives of MDC shall have the reasonable right of access to the Site without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in rehabilitating and/or constructing the improvements. City shall keep MDC advised of the approval process of City, ACHD, and any other applicable governmental agencies and advise the MDC immediately, if any action of the aforementioned agencies shall affect the scope, schedule and/or purpose of the Agreement.

H. Local, State and Federal Laws

City shall carry out the construction of the improvements on the Site and the ACHD right of way in conformity with all applicable laws, including all applicable federal and state labor standards.

II. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

Subject to any approved extensions of time as set forth in this Agreement, failure or delay by any Party to perform any term or provision of this Agreement constitutes a default under this Agreement. The Party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence and during any period of curing shall not be in default.

The Party claiming default shall give written notice of default to the Party in default specifying the default complained of, and the injured Party may not institute proceedings against the Party in default until thirty (30) days after giving such notice; said thirty (30) days constitutes the period to cure any default.

Except as otherwise expressly provided in this Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such Party of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert, or enforce any such rights or remedies. The time to cure a default shall not commence until notice is provided.

B. Legal Actions

In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any default; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions

must be instituted in the District Court of the County of Ada, State of Idaho, in any other appropriate court in that county, or in the United States District Court for the District of Idaho. The nondefaulting Party may also, at their option, cure the default and collect the attorney fees and costs incurred by virtue of curing or correcting the defaulting Party's breach. Further, the nondefaulting Party may pursue an action to require the defaulting Party to specifically perform the terms and conditions of this Agreement. The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

C. Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

D. Termination

If either Party is in breach or default of the terms of this Agreement, then upon proper notice and opportunity to cure as provided herein, the non-defaulting party may terminate this Agreement. Upon such termination, the non-defaulting party shall have no further liability to the other under this Agreement.

III. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between the MDC and City shall be sufficiently given if dispatched by regular mail or registered or certified mail, postage prepaid, return receipt requested, to the last known address of MDC and City as set

forth in this Agreement. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Nonliability

No member, official, consultant or employee of the MDC shall be personally liable to City in the event of any default or breach by the MDC or for any amount which may become due to City or for any obligations under the terms of this Agreement. No member, official, consultant or employee of City shall be personally liable to the MDC in the event of any default or breach by City or for any amount which may become due to the MDC or for any obligations under the terms of this Agreement.

C. City Repairs and Transfer of Responsibility for Hunter Lateral Following Expiration of Union District

Following completion of the construction and relocation of the Hunter Lateral as described herein MDC is responsible for the on-going maintenance and upkeep of those relocated facilities. MDC uses funds from the Union District to do so. Following the expiration of the Union District on December 31, 2040, the City agrees it will assume all responsibility for ongoing maintenance and upkeep of the Hunter Lateral improvements described in Attachment 2 to this Agreement. In the event that any work conducted by the City or their contractors within the ACHD right-of-way causes any injury or damage to the improvements described in Attachment 2, the City agrees that it will be responsible to repair and restore the improvements to their previous undamaged and functioning condition. Notwithstanding any other provisions of this Agreement this Section III. C. shall survive any other termination of this Agreement and remain in effect until responsibility for the improvements described in Attachment 2 is transferred to the City on December 31, 2040.

D. Attorney Fees and Costs

In the event that a Party to this Agreement shall initiate an action to enforce any of the provisions hereof in any action at law or in equity, the non-prevailing Party to such action agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by the prevailing Party, and such may be included in the judgment entered in such action.

E. Severability

The provisions in this Agreement are severable. Should any one or more of the provisions of this Agreement for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

F. Headings

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

G. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

H. Dispute Resolution

In the event that a dispute arises between MDC and City regarding the application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the applicable Party to this Agreement of the dispute within thirty (30) days after such dispute arises. If the Parties fail to resolve the dispute informally

within thirty (30) days after delivery of such notice, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern United States or otherwise, as the applicable Parties may mutually agree before resorting to litigation. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days or other mutually agreeable timeframe after such commencement of mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. This provision shall not be construed as requiring the Parties to participate in binding arbitration.

I. Forced Delay; Extension of Times of Performance

In addition to any other specific provisions of this Agreement excusing or permitting delayed performance, no Party shall be deemed to be in default where any delayed performance hereunder is due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency not a party to this Agreement; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

J. Attachments and Exhibits Made a Part

All attachments and exhibits which are attached to this Agreement are made a part hereof by this reference.

K. Computation of Time

In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run

shall not be included. The last calendar day of the period so computed shall be included unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. As used herein, "legal holiday" means a legal holiday recognized by the City on which the offices of the City are closed for City business.

L. No Third-Party Beneficiary

The provisions of this Agreement are for the exclusive benefit of MDC and City and their authorized successors and assigns, and not for the benefit of any third person; nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

M. Good Faith and Cooperation

It is agreed by MDC and City that it is in their mutual best interests and in the best interests of the public that the work described in Attachment 2 be completed as herein agreed, and, to that end, the Parties shall in all instances cooperate and act in good faith in compliance with all of the terms, covenants, and conditions of this Agreement and shall deal fairly with each other.

IV. AMENDMENTS TO THIS AGREEMENT

This Agreement may only be amended by mutual written agreement of the Parties hereto.

V. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

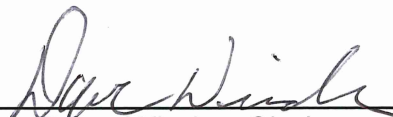
This Agreement comprises the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof.

All waivers of the provision of this Agreement must be in writing and signed by the appropriate authorities of the MDC and City.

VI. TIME FOR ACCEPTANCE OF AGREEMENT BY MDC

The effective date of this Agreement shall be the date when this Agreement has been signed by both Parties.

MERIDIAN DEVELOPMENT CORPORATION (MDC)

By 
Dave Winder, Chairman

Attest 
MDC Secretary

Date 1/24/24

CITY OF MERIDIAN (CITY)

By _____
Robert E. Simison, Mayor

Attest _____
City Clerk

Date _____

STATE OF IDAHO)
) ss.
County of Ada)

On this 24th day of January, 2024, before me, the undersigned notary public in and for said county and state, personally appeared **Dave Winder** known or identified to me to be the **Chairman** of the **MERIDIAN DEVELOPMENT CORPORATION, a public body corporate and politic**, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of the said MDC and acknowledged to me that such MDC executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





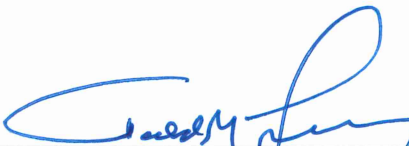
Notary Public for Idaho
Residing at Nampa, ID
Commission Expires 10-25-2025

STATE OF IDAHO)
) ss.
County of Ada)

On this 24th day of January, 2024, before me, the undersigned notary public in and for said county and state, personally appeared **Steve Vlassek** known or identified to me to be the **Secretary** of the **MERIDIAN DEVELOPMENT CORPORATION, the public body corporate and politic**, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of the said MDC and acknowledged to me that such MDC executed the same for the purposes herein contained.

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 Nampa, ID
Commission Expires 10-25-2025

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 20__, before me, the undersigned notary public in and for said county and state, personally appeared Robert E. Simison known or identified to me to be the Mayor of the City of Meridian, a public body corporate and politic, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of the City and acknowledged to me that such City executed the same for the purposes herein contained.

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 _____
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 20__, before me, the undersigned notary public in and for said county and state, personally appeared Chris Johnson known or identified to me to be the Clerk of the City of Meridian, a public body corporate and politic, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of the City and acknowledged to me that such City executed the same for the purposes herein contained.

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 _____
Commission Expires _____

Attachment 1 – Legal Description and Map of Site

226431 JB/HH

Approved By: *[Signature]*



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
821 W. State St / Boise, Idaho 83702
(208) 373-3744

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/13/03 04:17 PM
DEPUTY Joanne Hooper
RECORDED - REQUEST OF
Pioneer
AMOUNT \$ 00



1

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED,

Farmers and Merchants State Bank

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain,
Sell and Convey unto

City of Meridian, a municipal corporation

whose address is: 33 East Idaho, Meridian, ID 83642, grantee, the following described real estate, to-wit:

Lots 1, 2, 3, 4 and 5 in Block 2 of Amended Plat of Rowan Addition to Meridian, according to the official plat
thereof, filed in Book 2 of Plats at Page 52, official records of Ada County, Idaho.

SUBJECT TO current years taxes, irrigation district assessment, public utility easements, subdivision,
restrictions, U.S. patent reservations, easements of record and easements visible upon the said premises.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, his heirs and
assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in a fee
simple of said premises; that they are free from all encumbrances and that it will warrant and defend the same from
all lawful claims whatsoever.

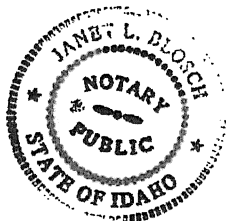
IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its
corporate name to be hereunto subscribed by its officers this 26th day of February, 2003.

Farmers and Merchants State Bank

By: *[Signature]*, EVP

STATE OF IDAHO, County of Ada, ss.

On this 26th day of February, in the year of 2003, before me the undersigned, a notary public, personally
appeared Edgar Zimmerman known or identified to me to be the Executive Vice President of
the corporation that executed the instrument or the person/persons who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed the same.



[Signature]
Janet L. Bloch
Notary Public of IDAHO
Residing at Boise, Idaho
Commission expires: March 17, 2003

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO 08/31/11 01:16 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
Borton Law

AMOUNT 16.00 3

111070612

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Joe Borton
Borton Lahey Law Offices
1310 N. Main St.
Meridian, ID 83713

(Space Above For Recorder's Use)

QUITCLAIM DEED

For good and valuable consideration the receipt of which is hereby acknowledged, The Meridian Development Corporation, the Urban Renewal Agency for the City of Meridian, ("Grantor"), does hereby release and forever quitclaim unto The Meridian Development Corporation, the Urban Renewal Agency for the City of Meridian ("Grantee"), whose address is 33 East Broadway Ave., Meridian, Idaho 83642, and its heirs, successors and assigns forever, all right, title and interest which Grantor now has or may hereafter acquire in the real property situated in Ada County, State of Idaho, and more particularly described on Exhibit "A" attached hereto and incorporated by this reference;

TO HAVE AND TO HOLD, all and singular the said real property, together with all appurtenances, tenements, hereditaments, reversions, remainders, rents, issues, profits, rights-of-way, and water rights in anywise appertaining to the real property herein described, as well in law as in equity, unto Grantee, and to its heirs, successors and assigns forever.

WITNESS the hand of said Grantor this 31 day of August, 20 11.

Grantor:

MERIDIAN DEVELOPMENT CORPORATION

By: Julie A. Pipal
Julie Pipal, Chairman

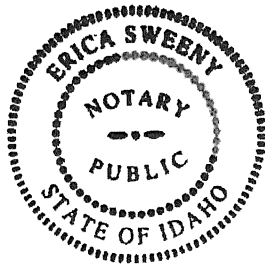
Quitclaim Deed - Pg. 1

STATE OF IDAHO)

) SS.

County of Ada)

On this 31st day of August, 2011, before me a notary public, personally appeared Julie Pipal, known or identified to me, to be the Chairman of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Erica Sweeney
Notary Public for Idaho
Residing at: Boise, Idaho
Commission Expires: 4-19-2016

Quitclaim Deed – Pg. 2

EXHIBIT A

BOUNDARY DESCRIPTION FOR MERIDIAN DEVELOPMENT CORPORATION

PARCEL 1

A parcel located in Government Lot 3 and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7, Township 3 North, Range 1 East, Boise Meridian, and being Lot 9 of Block 6 of the *AMENDED PLAT OF TOWNSITE OF MERIDIAN* as shown in Book 1 of Plats at Page 30 in the office of the Recorder, Ada County, Idaho and Lots 6, 7, 8, 9 and 10 of Block 2 of the *AMENDED PLAT OF ROWAN ADDITION* as shown in Book 2 of Plats at Page 52 in said office of the Recorder, more particularly described as follows:

BEGINNING at a 5/8 inch diameter iron pin marking the southeasterly corner of said Lot 10;

Thence N $88^{\circ}42'24''$ W along the southerly boundary of said Lot 9 of Block 6 and Lots 6, 7, 8, 9 and 10 of Block 2 a distance of 195.76 feet to a 5/8 inch diameter iron marking the southwest corner of said Lot 9 of Block 6;

Thence N $0^{\circ}28'34''$ E along the westerly boundary of said Lot 9 of Block 6 a distance of 120.10 feet to a 5/8 inch diameter iron pin marking the northwest corner of said Lot 9 of Block 6;

Thence S $88^{\circ}42'46''$ E along the northerly boundary of said Lot 9 of Block 6 and Lots 6, 7, 8, 9 and 10 of Block 2 a distance of 197.62 feet to a 5/8 inch diameter iron pin marking the northeasterly corner of said Lot 10;

Thence S $1^{\circ}21'54''$ W along the easterly boundary of said Lot 10 a distance of 120.11 feet to the POINT OF BEGINNING.

This parcel contains 0.542 acres and is subject to any easements existing or in use.

Prepared by: Glenn K. Bennett, PLS
Civil Survey Consultants, Incorporated
June 27, 2011



Quitclaim Deed – Pg. 3



WARRANTY DEED

1517000576

For Value Received

SALLYE C. HARPER, a widow, formerly known as SALLYE C. MILLER, also known as SALLYE C. MILLER HARPER

hereinafter referred to as Grantor, does hereby grant, bargain, sell, and convey unto

CITY OF MERIDIAN

hereinafter referred to as Grantee, whose current address is

31 EAST DAVIS STREET
MERIDIAN, IDAHO 83442

the following described premises, to-wit:

Lots 5 and 10, and the North 90 feet of Lot 6, 7 and 8, and the East 8.5 feet of the South 30 feet of Lot 6, All in Block 6 of the ~~Meridian~~ Plat of the ORIGINAL TOWNSITE OF MERIDIAN, as shown on the Official plat thereof, filed in Book 1 of Plats at Page 30, Official Records, Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and encumbrances visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: March 2, 1993.

2715669
FIRST AMERICAN TITLE CO.

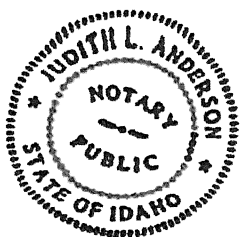
Sallye C. Harper
SALLYE C. HARPER

J. DAVIS
J. DAVIS
RECORDS
V. 300

STATE OF IDAHO)
COUNTY OF ADA)

'93 MAR 3 PM 11 07

On This 2 day of March, in the year 1993, before me, a Notary Public in and for said State, personally appeared SALLYE C. HARPER, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.



Judith L. Anderson
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: DECEMBER 21, 1995

First American Title Company of Idaho

PROPERTY BOUNDARY ADJUSTMENT RECORD OF SURVEY NO. 9051

A SURVEY FOR THE MERIDIAN DEVELOPMENT CORPORATION LOCATED IN GOVERNMENT LOT 3 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO.



0 15 30 60 90
BY

- LEGEND**
- SET 3/8" IRON PIN WITH PLS 5082 PLASTIC CAP
 - FOUND 1/2" IRON PIN
 - FOUND BRASS CAP MONUMENT
 - FOUND 5/8" IRON PIN
 - RELOCATED HUNTER LATERAL
 - RELOCATED HUNTER LATERAL

RECORDS CERTIFICATES

STATE OF IDAHO } ss
COUNTY OF ADA }
FILED FOR RECORD AT THE REQUEST OF GLENN K. BENNETT
AT 22 MINUTES PAST 9 O'CLOCK A.M. THIS 14th DAY OF SEP 2011.
CHRISTOPHER D. RICH COUNTY RECORDER
BY *[Signature]* DEPUTY

INSTRUMENT NO. 11074733 RE = 45.00

CERTIFICATE OF SURVEYOR

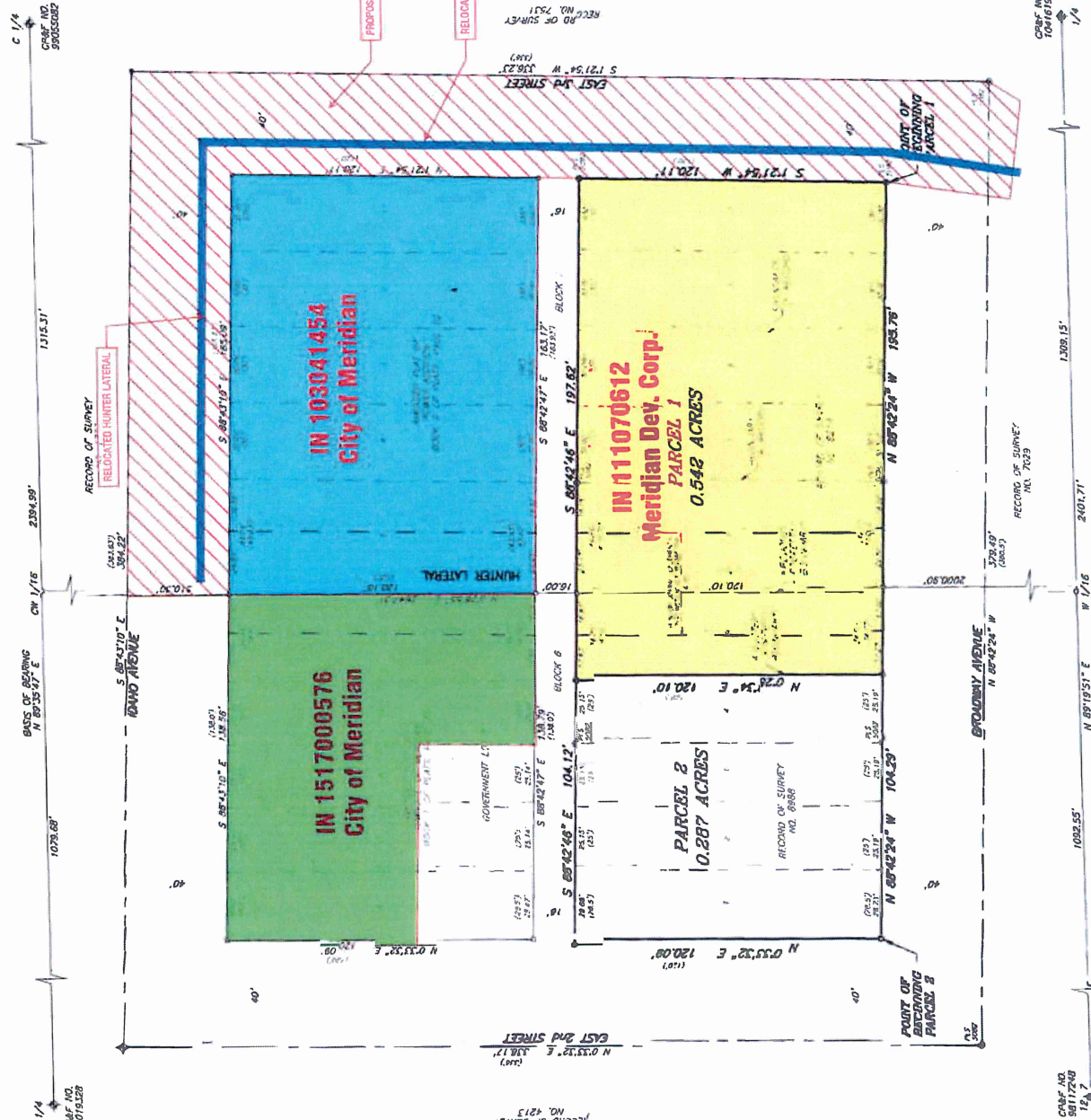
I, GLENN K. BENNETT DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF IDAHO AND THAT THIS SURVEY WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND IS AN ACCURATE REPRESENTATION OF SAID SURVEY. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH TITLE 55, CHAPTER 16, IDAHO CODE.



GLENN K. BENNETT
IDAHO NO. 5082

CIVIL SURVEY CONSULTANTS, INC.

1400 E. WATERTOWER ST.
SUITE 100
MERIDIAN, IDAHO 83642
(200)688-4312



Attachment 2 – Reimbursable Public Improvements

Generally, the objective of the funding of the Reimbursable Public Improvements is to fund those activities which comply with the eligibility criteria set forth in the Idaho Urban Renewal Law, the Idaho Economic Development Act and the Plan. The construction of the Reimbursable Public Improvements shall comply with the Submittals and requirements of the MDC, City, NMID, ACHD and other public agencies as applicable. Copies of all plans, drawings and specifications are to be submitted to MDC.

In consideration of City's compliance with the foregoing as well as the terms and conditions of this Agreement, the MDC shall reimburse City for the Reimbursable Public Improvements which pertain to the relocation of the Hunter Lateral as provided in this Agreement.

MDC shall reimburse City for the reasonable and actual costs of a portion of the Reimbursable Public Improvements however the total amount of reimbursement provided by MDC under this Agreement shall not exceed \$800,970.00. Reimbursement payments as described in this Agreement from MDC to City shall be made to City only after MDC actually receives tax increment funds from the Site and after MDC has determined that City has submitted the required information and documentation supporting their request and the request is in compliance with this Agreement. The Reimbursable Public Improvements will be completed by the City on or before June 30, 2024. A more detailed list of the Reimbursable Public Improvements is included below.

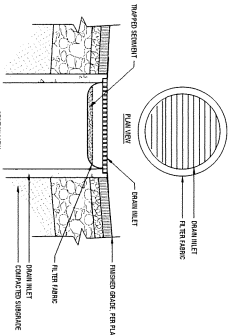
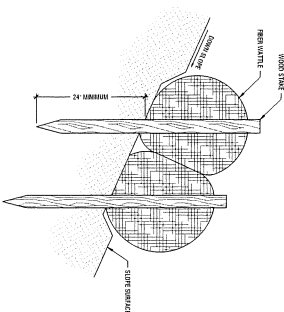
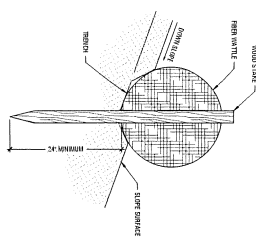
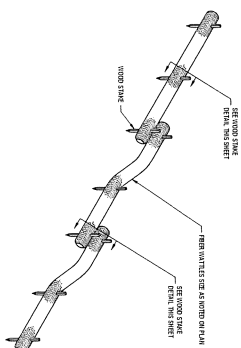
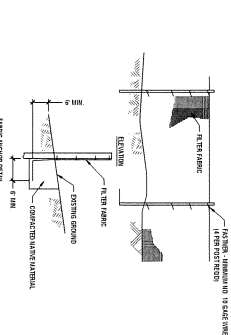
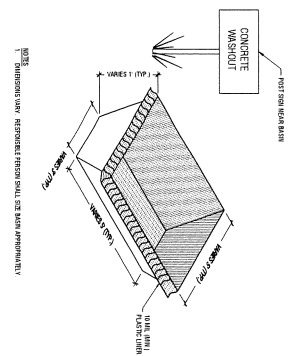
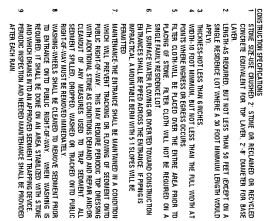
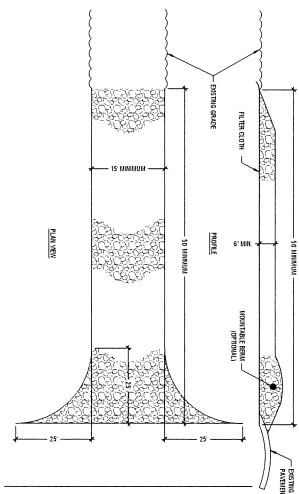
Bid Form

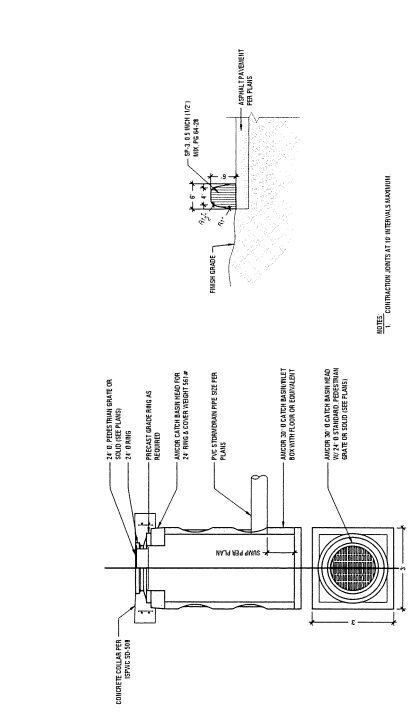
Contractor: _____

Project: _____

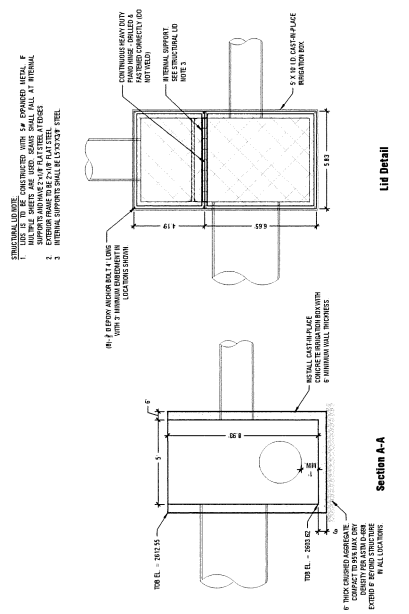
Hunter Lateral Relocation - Meridian Civic Block

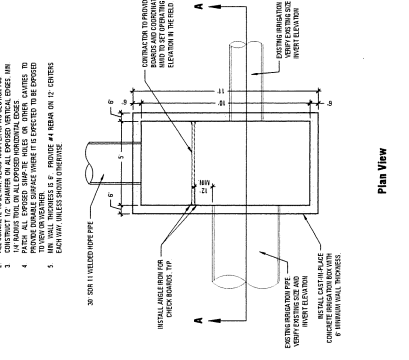
Item No.	ISPWC Item Number	Description	Qty	Unit	Unit Cost	Extended Cost
General Conditions						
1	2010.4.1.A.1	Mobilization	1	LS	\$ -	\$ -
2	1103.4.1.A.1	Construction Traffic Control	1	LS	\$ -	\$ -
3	SP 20013	Construction Survey & Staking	1	LS	\$ -	\$ -
4	1001.4.1.A.1	SWPPP / Erosion Control	1	LS	\$ -	\$ -
Sitework						
1	0201.4.1.C.1	Removal of Obstructions	1	LS	\$ -	\$ -
2	0201.4.1.D.1	Removal of Concrete/Asphalt	1027	SY	\$ -	\$ -
3	0201.4.1.D.2	Removal of Landscape/Irrigation	308	SY	\$ -	\$ -
4	0201.4.1.E.1	Removal of Curb & Gutter	556	LF	\$ -	\$ -
5	0201.4.1.E.2	Removal of Storm Drain	115	LF	\$ -	\$ -
6	0202.4.5.A.1	Unsuitable Material Excavation (allowance)	300	CY	\$ -	\$ -
7	0401.4.1.A.1	Water Main with Sleeve - Size 10"	25	LF	\$ -	\$ -
8	0601.4.1.A.5	Storm Drain Pipe - Size 12" C-900 PVC	54	LF	\$ -	\$ -
9	0602.4.1.A.1	Gravity Irrigation pipe - Size 30" HDPE	529	LF	\$ -	\$ -
10	0602.4.1.C.1	Storm Drain Catch Manhole - Size 48"	1	EA	\$ -	\$ -
11	0602.4.1.C.2	Storm Drain Catch Basin - Size 30"	3	EA	\$ -	\$ -
12	0602.4.1.M.1	Cast-in-Place Irrigation Box - Size 11'x6'	1	EA	\$ -	\$ -
13	0602.4.1.M.2	Cast-in-Place Irrigation Box - Size 6'x6'	3	EA	\$ -	\$ -
14	0706.4.1.G.1	Concrete Repair	17	SY	\$ -	\$ -
15	0810.4.1.A.3	Plant Mix Pavement, SP-3	444	SY	\$ -	\$ -
16	1135.01.01	Roadside Traffic Sign Installation (One Metal Post)	1	EA	\$ -	\$ -
17	1135.01.06	Remove and Salvage Roadside Sign	1	EA	\$ -	\$ -
18	2030.4.1.D.1	Miscellaneous Utility, Adjust to Grade	3	EA	\$ -	\$ -
19	SP 08112	Temporary Asphalt Curb, Size 6-in	510	LF	\$ -	\$ -
20	SP 20035	Remove & Salvage to Property Owner	1	LS	\$ -	\$ -
21	SSP 29067B	Repair Landscaping & Irrigation	50	SY	\$ -	\$ -
Total Bid						\$ -



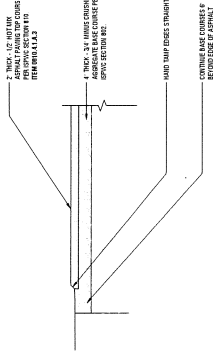


2
3
 30-IN Storm Drain Catch Basin - Item 0602.4.1.C.2
 Temporary 6-in Asphalt Curb - Item SP 08112



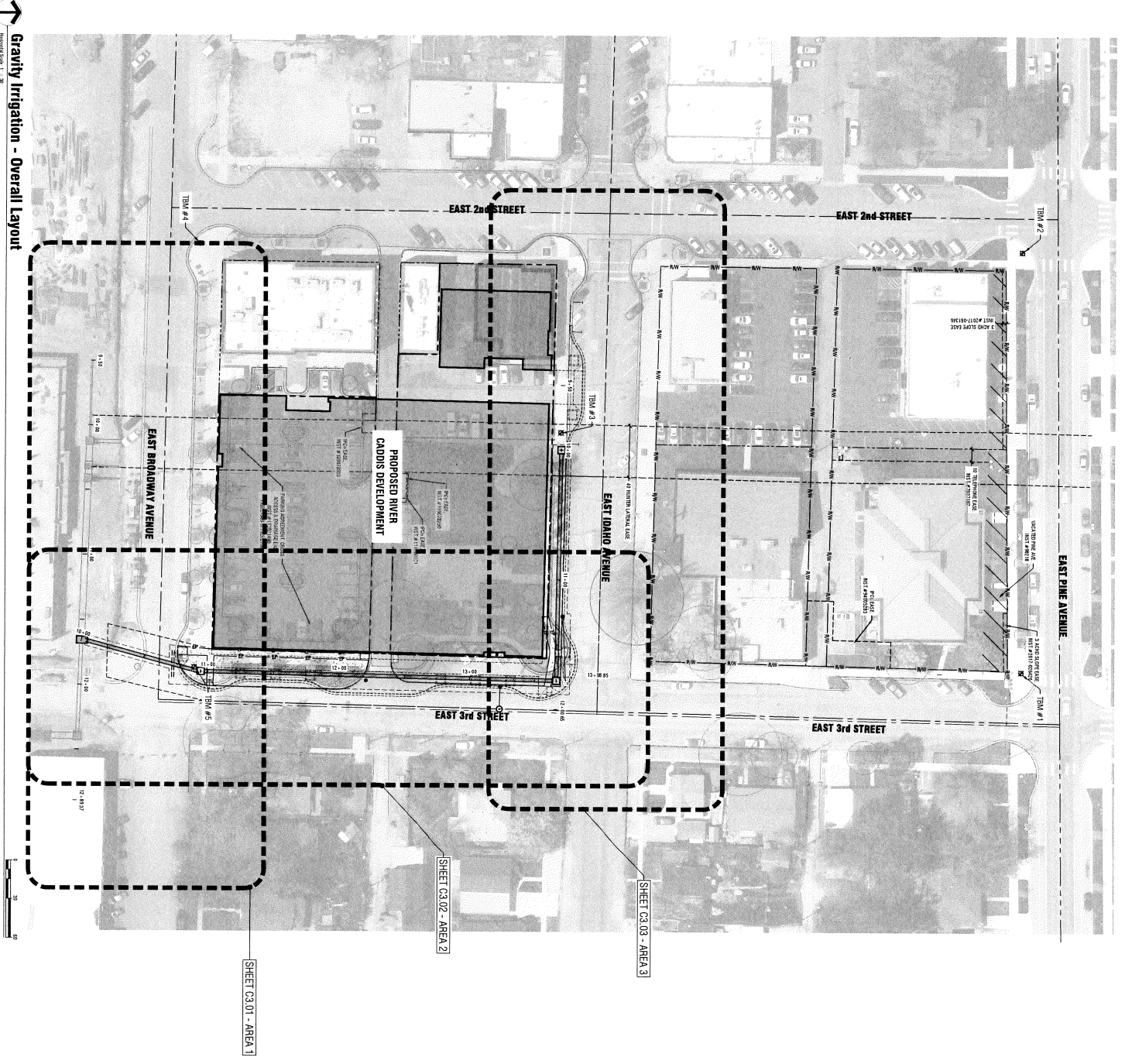


1 Irrigation Box (1) - Item 0602.4.1.M.1



4 Temporary Pathway Section - Item 0810.4.1.A.3

- Sheet Notes:**
1. CONSTRUCTION SHALL COMPLY WITH ALL ORDINANCES GOVERNING THE CITY OF MERIDIAN, IDAHO.
 2. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND THE NECESSARIES OF VARIOUS AGENCIES AND AGENCIES.
 3. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND THE NECESSARIES OF VARIOUS AGENCIES AND AGENCIES.
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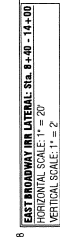
Hunter Lateral Relocation - Meridian Civic Block City of Meridian

MERIDIAN, IDAHO 83842

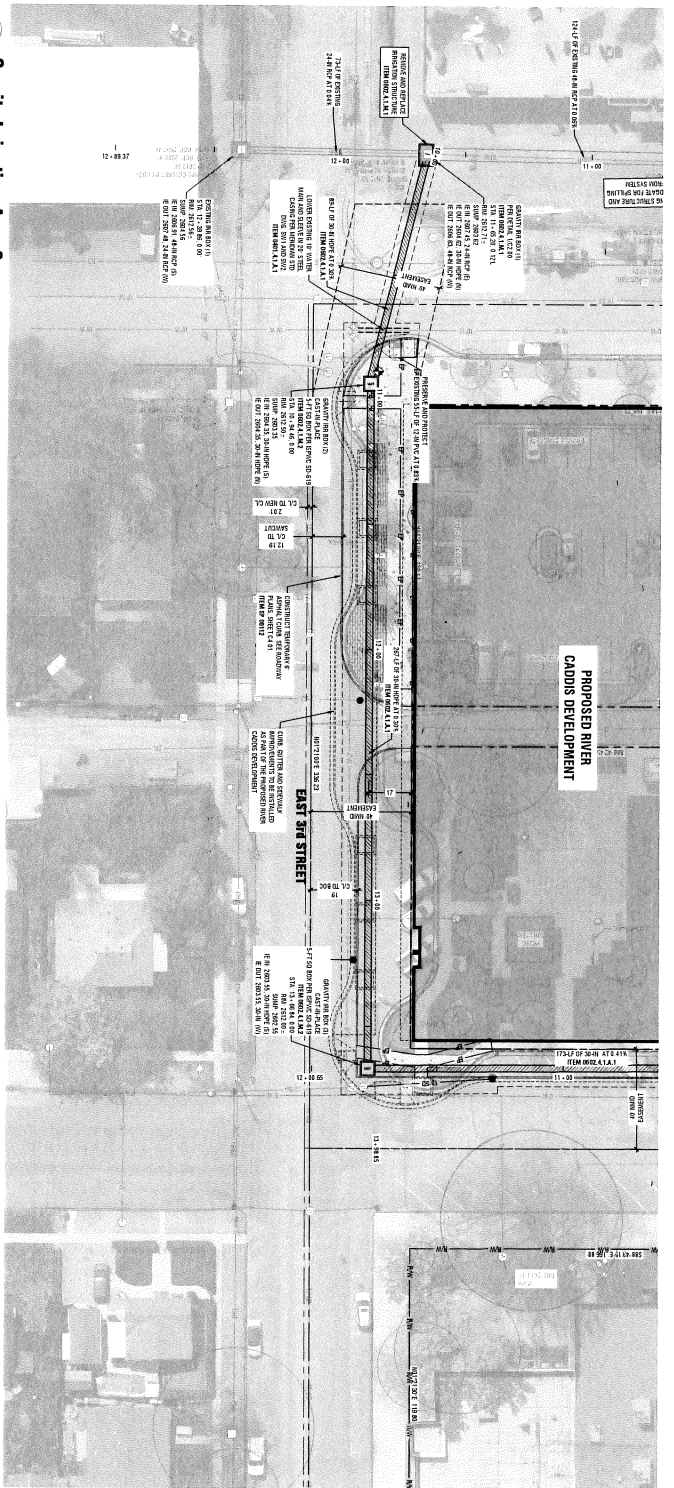


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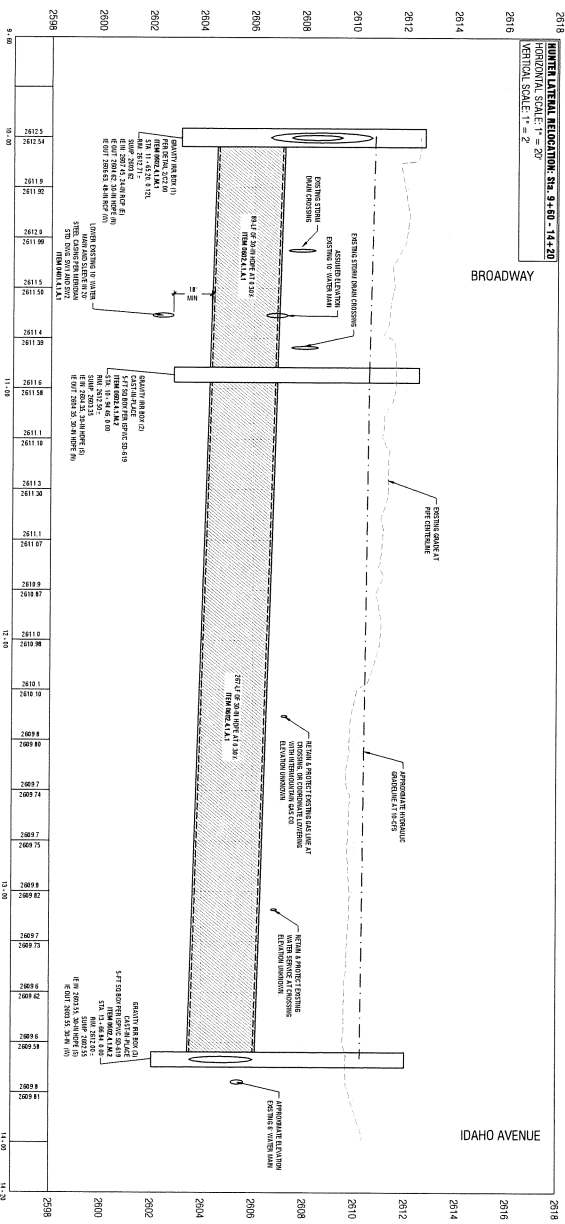
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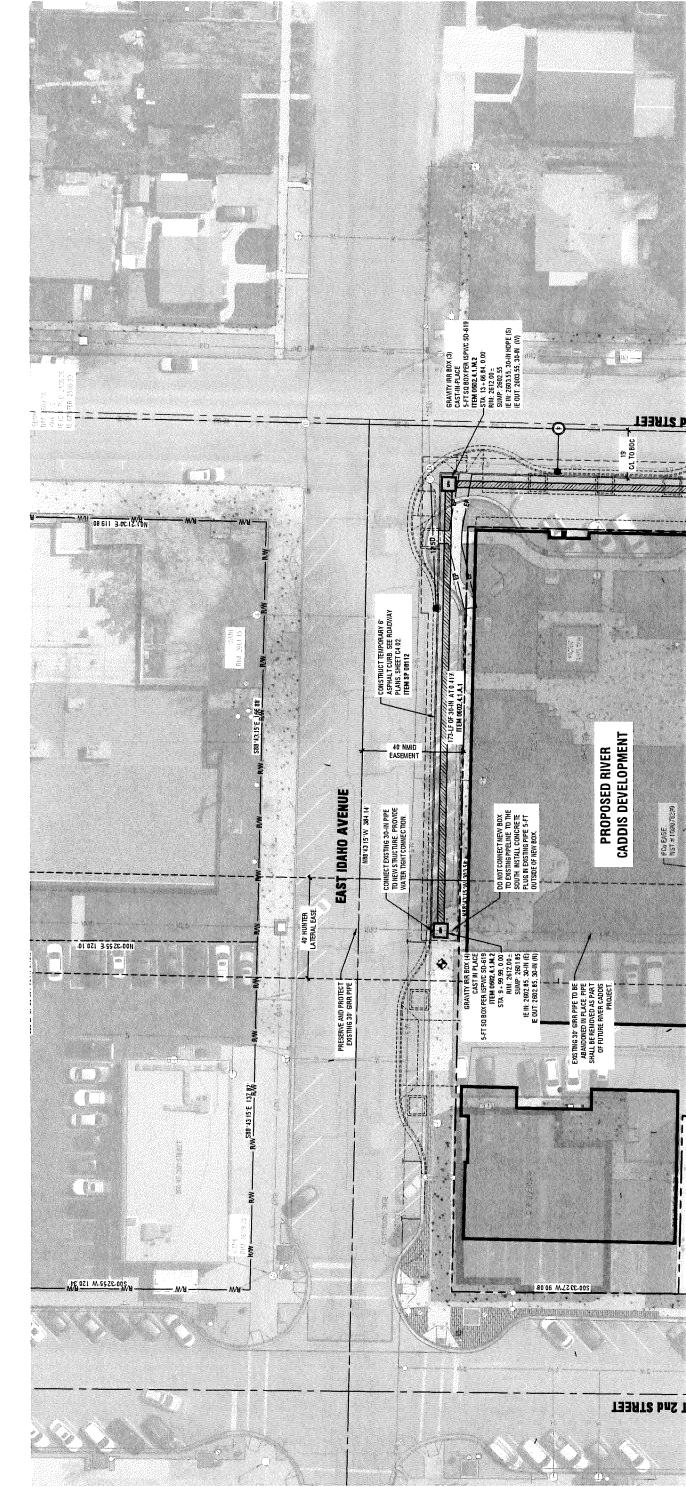
VERTICAL SCALE: 1" = 2'



Gravity Irrigation-Area 2
Horizontal Scale: 1" = 20'



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Gravity

Horizontal Scale 1" = 20'



VERTICAL SCALE: 1" = 2'

[illegible]

Hunter Lateral R
City of Meridian



C3.03

Sheet Notes:

- A. THE LOCATION OF THE LATERAL SHALL BE ACCORDING TO THE LAYOUT PROVIDED FOR THE LATERAL CONSTRUCTION SPREAD CITY OF MERIDIAN AND PROVIDED IN THE CITY OF MERIDIAN.
- B. THE LOCATION OF THE LATERAL SHALL BE ACCORDING TO THE LAYOUT PROVIDED FOR THE LATERAL CONSTRUCTION SPREAD CITY OF MERIDIAN AND PROVIDED IN THE CITY OF MERIDIAN.
- C. THE LOCATION OF THE LATERAL SHALL BE ACCORDING TO THE LAYOUT PROVIDED FOR THE LATERAL CONSTRUCTION SPREAD CITY OF MERIDIAN AND PROVIDED IN THE CITY OF MERIDIAN.
- D. THE LOCATION OF THE LATERAL SHALL BE ACCORDING TO THE LAYOUT PROVIDED FOR THE LATERAL CONSTRUCTION SPREAD CITY OF MERIDIAN AND PROVIDED IN THE CITY OF MERIDIAN.
- E. THE LOCATION OF THE LATERAL SHALL BE ACCORDING TO THE LAYOUT PROVIDED FOR THE LATERAL CONSTRUCTION SPREAD CITY OF MERIDIAN AND PROVIDED IN THE CITY OF MERIDIAN.
- F. THE LOCATION OF THE LATERAL SHALL BE ACCORDING TO THE LAYOUT PROVIDED FOR THE LATERAL CONSTRUCTION SPREAD CITY OF MERIDIAN AND PROVIDED IN THE CITY OF MERIDIAN.
- G. THE LOCATION OF THE LATERAL SHALL BE ACCORDING TO THE LAYOUT PROVIDED FOR THE LATERAL CONSTRUCTION SPREAD CITY OF MERIDIAN AND PROVIDED IN THE CITY OF MERIDIAN.
- H. THE LOCATION OF THE LATERAL SHALL BE ACCORDING TO THE LAYOUT PROVIDED FOR THE LATERAL CONSTRUCTION SPREAD CITY OF MERIDIAN AND PROVIDED IN THE CITY OF MERIDIAN.

Hunter Lateral Relocation - Meridian Civic Block City of Meridian

MERIDIAN, IDAHO 83642

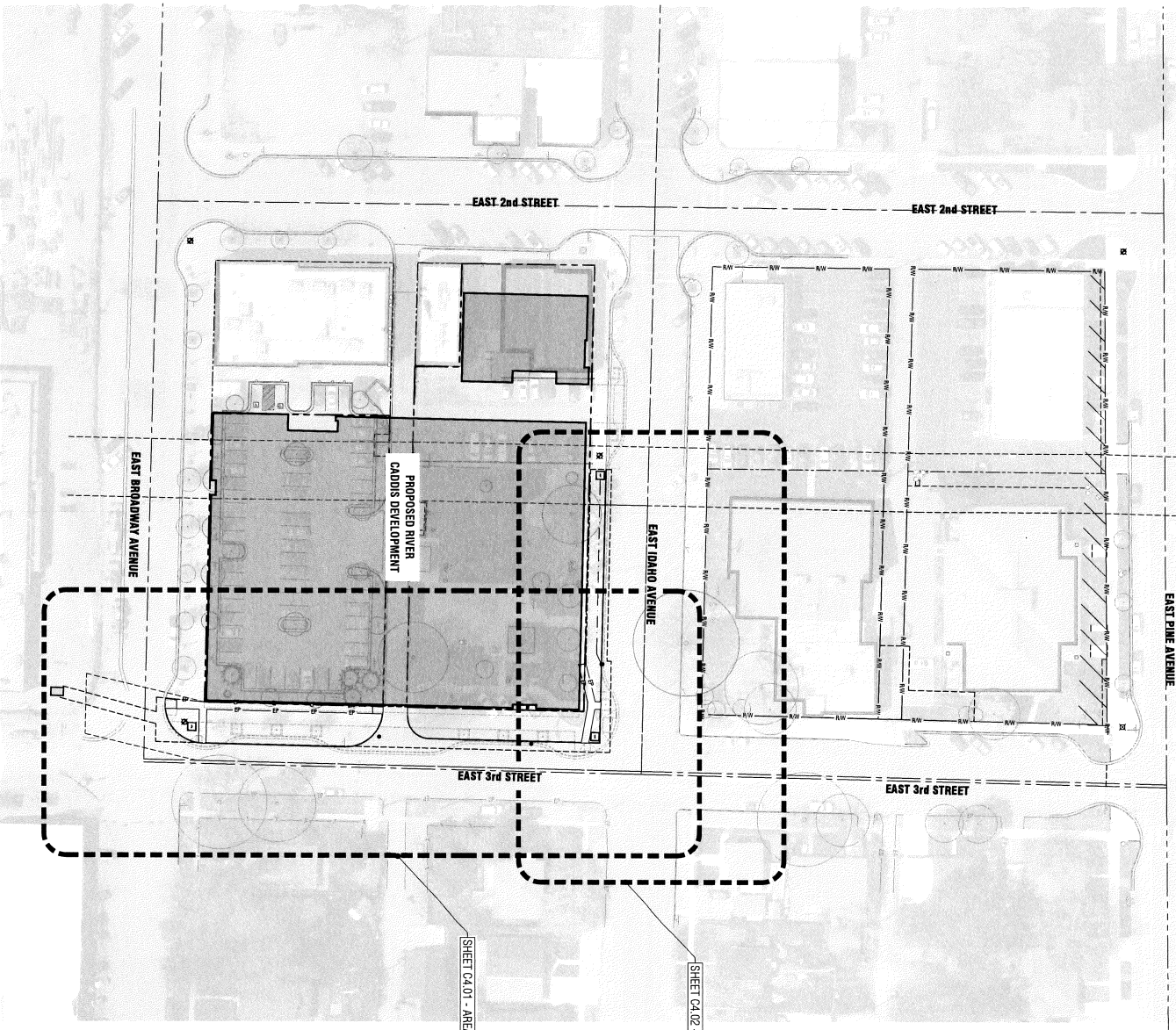


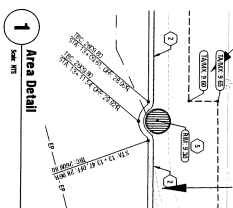
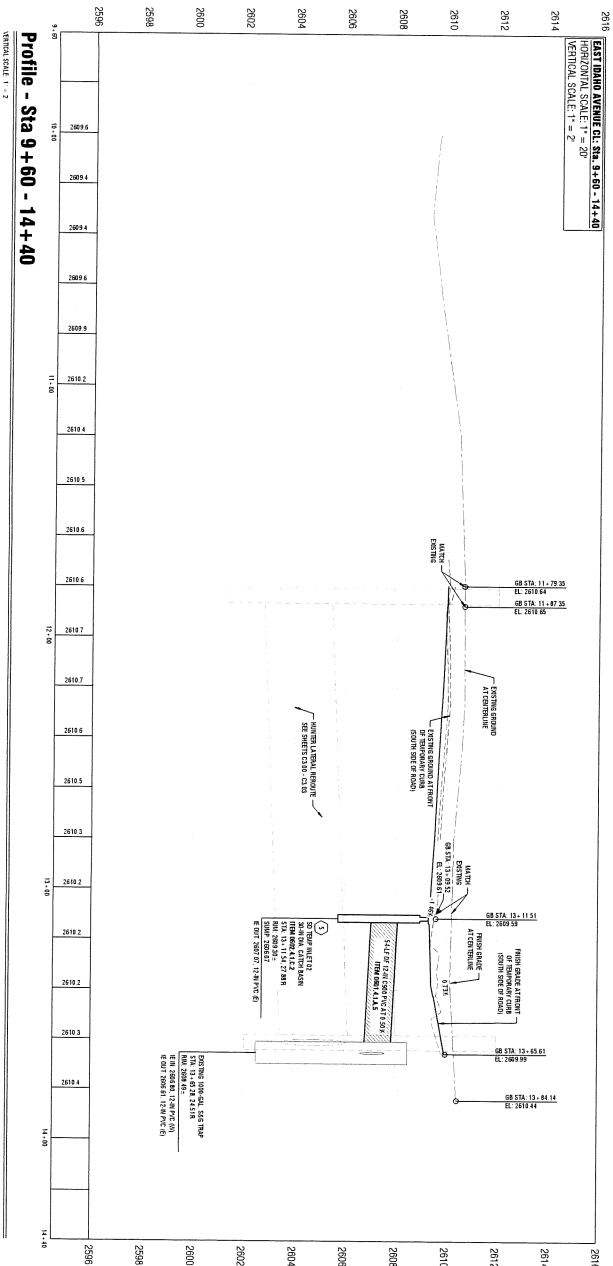
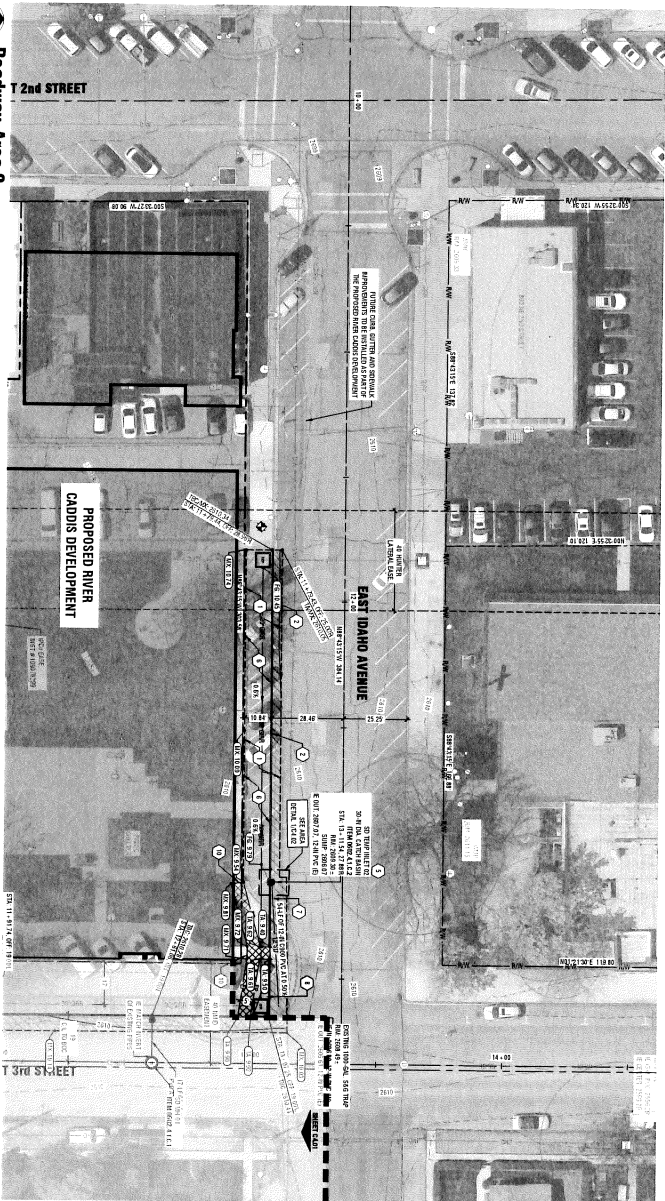
Overall Layout

C4.00

Roadway - Overall Layout

Horizontal Scale: 1" = 30'





Sheet Notes:

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Keynotes (This Sheet Only):

Legend:

- [illegible]

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Hunter Lateral Relocation - Meridian Civic Block City of Meridian

MERIDIAN, IDAHO 83642

