

**MEMORANDUM OF AGREEMENT
AMONG
BRIGHTON DEVELOPMENT INC., THE CITY OF MERIDIAN, AND THE IDAHO
STATE HISTORIC PRESERVATION OFFICER
REGARDING THE QUARTET SUBDIVISION, ADA COUNTY, IDAHO**

WHEREAS, the Environmental Protection Agency (EPA) plans to provide coverage to Brighton Development, Inc.'s (Brighton) Quartet Subdivision (formerly referred to as the Quenzer Subdivision; hereafter referred to as the Subdivision) pursuant to the EPA's 2017 Construction General Permit (2017 CGP); and

WHEREAS, in some instances obtaining coverage under the 2017 CGP requires consultation to avoid, minimize, and mitigate affects to historic properties pursuant to Section 106 of the National Historic Preservation Act; and

WHEREAS, the Subdivision will require, among other things, site grading, excavation, pavement, utility installation, and infrastructure improvements associated with creation of a community of single family homes and associated amenities in the area of potential effect (APE);

WHEREAS, SHPO has determined that the Subdivision will have an adverse effect on the Creason Lateral (01-22063), the Five Mile Creek/Drain (01-22065), the Rutledge Lateral (01-19880) and the Eightmile Lateral (01-19879), which are eligible for listing in the National Register of Historic Places, and Brighton has consulted with the Idaho State Historic Preservation Officer (SHPO) pursuant to 36 CFR part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (NHPA, 54 U.S.C. § 306108); and

WHEREAS, Brighton has consulted with the City of Meridian (City) regarding the effects of the undertaking on historic properties and has invited the City to sign this MOA as an invited signatory; and

WHEREAS, the City has established a pathway system that generally follows the course of current and former irrigation laterals within the vicinity including those adversely effected by the undertaking, and desires to add elements to the pathway system that highlight local history;

NOW THEREFORE, the Parties agree that the Subdivision shall be implemented in accordance with the following stipulations in order to satisfy the requirements of the NHPA.

STIPULATIONS

1. INFORMATIONAL SIGNAGE

- a) Brighton will fund the design and installation of two (2) signs highlighting historical information associated with irrigation in the Treasure Valley.

- b) Both signs will be unique and present different information relevant to their placement. Brighton will consult with the City to agree upon the design and content of the signs., which are expected to be similar to Exhibit 1, which is attached to this MOA for illustrative purposes.
- c) After Brighton and the City have agreed upon the content of the signs, but before installation of the signs, Brighton will provide the final proposed design to SHPO for review and comment. SHPO shall have thirty (30) days to provide comment.
- d) Brighton and the City shall mutually agree upon the location of the signs. At the current time, Brighton and the City anticipate that the signs will be located at approximately the locations identified on Exhibit 2, which is attached to this MOA for illustrative purposes.
- e) After the signs are installed, the City shall assume ownership, maintenance, and responsibility for the signs.

2. PRINCIPAL CONTACTS

The principal contacts for this MOA are:

Brighton

Amanda McCurry
2929 W Navigator Dr., Suite
400
Meridian, ID 83642
amccurry@brightoncorp.com
(208) 378-4000

SHPO

Chris Shaver
Compliance Archaeologist
Idaho State Historic
Preservation Office
210 Main Street
Boise, ID 83702
chris.shaver@ishs.idaho.gov
(208) 488-7467

Meridian City Parks And Recreation

Mike Barton
33 E Broadway Ave.
Ste. 206
Meridian, ID 83642
mbarton@meridiancity.org
(208) 888-3579

3. DURATION

This MOA shall become effective upon the date signed by all Signatories and shall terminate automatically upon fulfillment of the Brighton's obligations set forth in Stipulation 1, or on June 30, 2023, whichever is sooner. Prior to such time, Brighton may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation 6 below. Upon signature by all parties, SHPO shall immediately release the hold currently in place on Brighton's Notice of Intent to obtain coverage under the 2017 CGP (Notice of Intent).

4. DISPUTE RESOLUTION

Should any signatory to this MOA contend that the terms of this MOA are not being carried out, Brighton shall consult with such party to resolve the contention. If Brighton determines that such contention cannot be resolved, Brighton will:

- a) Forward all documentation relevant to the dispute, including the Brighton's proposed resolution, to the EPA and the Advisory Council on Historic Preservation ("ACHP") ACHP. The ACHP shall provide EPA and Brighton with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, Brighton and the EPA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and other signatories, and provide them with a copy of this written response. Brighton will then proceed according to its final decision.
- b) If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, Brighton may make a final decision on the dispute and proceed accordingly.
- c) Brighton's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

5. AMENDMENTS

This MOA may be amended only in writing by all signatories. The amendment will be effective on the date a copy is signed by all of the signatories and filed with the ACHP.

6. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other Parties to attempt to develop an amendment per Stipulation 5, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

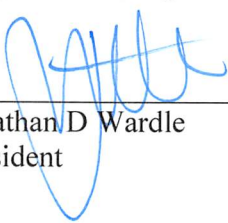
If the MOA is terminated pursuant to this section, and prior to work continuing on the undertaking, the EPA and Brighton must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The EPA and Brighton shall notify the signatories as to the course of action it will pursue.

7. GENERAL PROVISIONS

- a) **No Binding Rights or Obligations.** Nothing in this MOA shall be deemed to increase the liability of the United States beyond that currently provided in the Federal Tort Claims Act (28 U.S.C. § 2671 et seq.).
- b) **No Sharing of Benefits.** No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of the MOA or to any benefit that may arise out of it.

Date: _____

Brighton Development, Inc.

By: 
Jonathan D Wardle
President

Date: _____

State Historic Preservation Office
Digitally signed by
Tricia Canaday

By: 
Tricia Canaday
Deputy State Historic Preservation Officer
Date: 2021.07.19 16:47:06 -06'00'

Date: _____

City of Meridian – Invited signatory

By: _____
Robert E. Simison
Mayor

ATTEST:

Chris Johnson
Meridian City Clerk

Exhibit 1 Sign Example

Brighton will work with the City to agree upon the design and content of the signs identified on Exhibit 1, which is attached to this MOA for illustrative purposes.

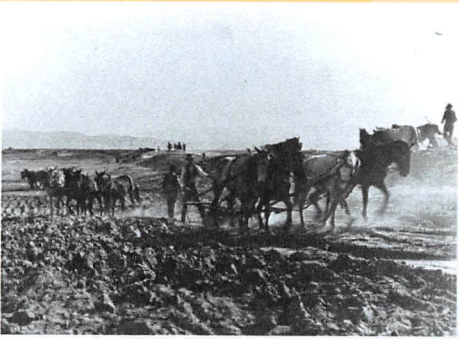
SETTLERS MAKE THE DESERT BLOOM



Farm fields in Quartet drew their irrigation water from the Eightmile Lateral, Creason Lateral, the Rutledge Lateral and the Five Mile Creek / Drain, and serve also as drains for fields along their routes. Typically, a central farm yard would be surrounded by pens and corrals for the animals, which in turn were surrounded by pastures and fields that provided grass, grains, and winter fodder for the cattle and horses necessary to operate the farm. These farms had modest homes with much larger barns to contain the winter food and protect equipment. As the area grew, the farms began to specialize with one or two cash crops while maintaining the interwoven subsistence farming practices.

EIGHTMILE LATERAL

Although the date of construction is unknown, the Eight Mile Lateral, appears on maps by 1896 and is an early example of gravity irrigation in the Boise Valley and its importance to the valley's agricultural roots.



CREASON LATERAL

The Creason Lateral was independently constructed in the early years of the 20th Century, but as with other small independent ditch systems, it was folded into the larger U.S. Reclamation Boise Project around 1914. The name is likely to have come from a local farmer and rancher, Harry C. Creason, who arrived in the Boise Valley in 1876 to homesteaded land.

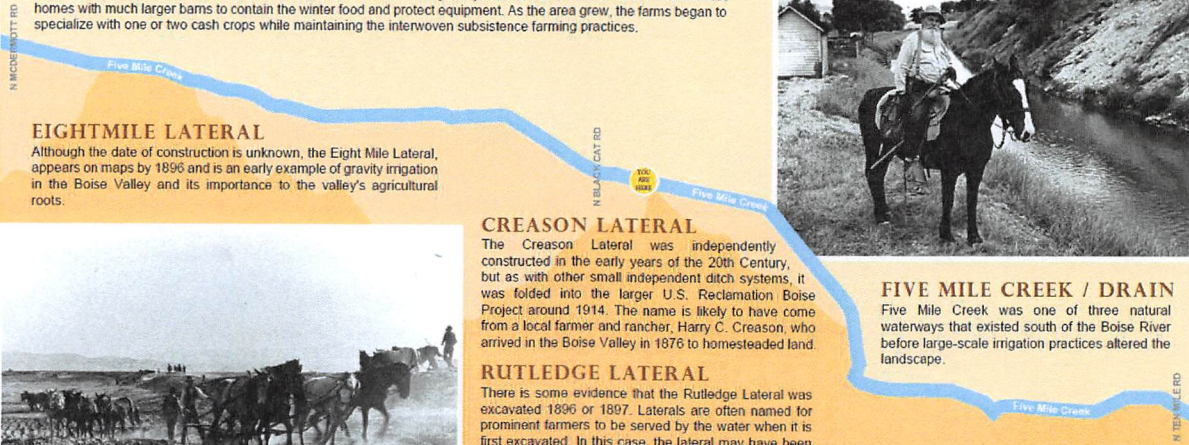
RUTLEDGE LATERAL

There is some evidence that the Rutledge Lateral was excavated 1896 or 1897. Laterals are often named for prominent farmers to be served by the water when it is first excavated. In this case, the lateral may have been named in honor of local farmer Hugh Rutledge.



FIVE MILE CREEK / DRAIN

Five Mile Creek was one of three natural waterways that existed south of the Boise River before large-scale irrigation practices altered the landscape.



●
YOU ARE HERE

FIVE MILE CREEK PATHWAY

Sponsored by:

◆
BRIGHTON

Exhibit 2 Sign Locations

Brighton and the City anticipate that the signs will be located at approximately the locations identified on Exhibit 2, which is attached to this MOA for illustrative purposes.

