

When recorded please return to:
Snake River Area Office, MSF-6125
Bureau of Reclamation
230 Collins Road
Boise, ID 83702-4520

Contract No. 21-07-11-L5580

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Boise Project, Idaho

RELOCATION AGREEMENT AND CONFIRMATION DEED

THIS RELOCATION AGREEMENT (Agreement), made the ___ day of _____, 2022, pursuant to the Act of Congress approved June 17, 1902, (32 Stat. 388; 43 U.S.C. § 391) and acts amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamation Laws, including Section 14 of the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), and pursuant to the Act of Congress of August 30, 1890 (43 USC § 945), by and between **THE UNITED STATES OF AMERICA**, hereinafter called the United States, represented by the Department of the Interior, Bureau of Reclamation, hereinafter referred to as Reclamation, and the **CITY OF MERIDIAN**, an Idaho municipal corporation, and **TRIPLE D DEVELOPMENT, INC.**, an Idaho corporation, its successors and assigns.

WITNESSETH, THAT:

WHEREAS, the United States patented Government Lot 1, of Section 31, T. 3 N., R. 1 E. of the Boise Meridian, now located in Ada County, Idaho, on February 22, 1916, reserved to the United States therein a right of way for ditches or canals constructed by the authority of the United States; and,

WHEREAS, in connection with the Arrowrock Division, Boise Project, Idaho, hereinafter called the Project, the United States, through Reclamation, has pursuant to the Federal Reclamation Laws, constructed certain irrigation works thereon identified as the Carlson Lateral Canal, hereinafter called the facility, which is located across the real property now owned by the City of Meridian and Triple D Development, Inc.; and,

WHEREAS, the Boise Project Board of Control, an entity organized and existing under the laws of the State of Idaho, hereinafter called the Board, is responsible for operating and maintaining said facility under a repayment contract with the United States; and,

WHEREAS, the City of Meridian and Triple D Development, Inc., desire to relocate a portion of said facility to a new location within their property; and,

WHEREAS, it is in the mutual interest of the United States, the Board, City of Meridian and Triple D Development, Inc., to effect a relocation of a portion of said facility.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties hereto agree as follows:

1. In consideration of benefits to be derived, the City of Meridian and Triple D Development, Inc., do hereby ratify, approve and confirm the perpetual right of the United States, its successors and assigns, a right of way exercised under the Act of Congress of August 30, 1890, and to have ingress and egress to said property, to lay out, construct, reconstruct, inspect, operate, and maintain a piped section of canal, together with all necessary appurtenances, supports, fixtures, facilities, and devices, used or useful in the operation of said canal, through, under, over and across the following described property located in the County of Ada, State of Idaho, to wit:

City of Meridian:

That portion of Government Lot 1, of Section 31, T. 3 N., R. 1 E. of the Boise Meridian, more particularly described in EXHIBIT E and depicted on EXHIBIT F, said exhibits attached hereto and by this reference made a part hereof, and hereinafter referred to as Parcel 4; and

Triple D Development, Inc.:

That portion of Government Lot 1, of Section 31, T. 3 N., R. 1 E. of the Boise Meridian, more particularly described in EXHIBIT G and depicted on EXHIBIT H, said exhibits attached hereto and by this reference made a part hereof, and hereinafter referred to as Parcel 5.

Said piped canal will remain the property of and be maintained by the United States, its successors and assigns.

2. The right of way confirmed herein shall include the right to (a) trim, cut, fell and remove timber, underbrush, and other vegetation, structures and any other obstructions or obstacles within the limits of the right of way, (b) store vehicles, equipment, and construction materials, and (c) such other uses requisite in the construction, operation, use and maintenance of said canal.
3. City of Meridian and Triple D Development, Inc., its successors, or assigns, reserve(s) the right to cultivate, use, and enjoy the premises for any purposes which will not interfere with the right of way, rights, and privileges herein confirmed to the United States, or endanger any of its property, but such reserved rights shall not extend to or include the erection of any buildings or structures, or permission to the public to use any part thereof without advance written permission on behalf of the United States or its assigns.
4. The right of way confirmed herein is subject to existing rights of way for highways, roads, railroads, canals, laterals, ditches, pipelines, electrical transmission lines, telegraph and telephone lines on, over and across said Parcels 4 & 5, and to any mineral rights of record

outstanding in third parties on the date of this Agreement.

5. City of Meridian and Triple D Development, Inc., covenant that the title to the premises herein described is vested in the City of Meridian and Triple D Development, Inc., subject only to the interests, liens, or encumbrances expressly provided herein. City of Meridian and Triple D Development, Inc., shall procure and have recorded without cost to the United States all assurances of title and affidavits which City of Meridian and Triple D Development, Inc., may be advised by the United States are necessary and proper to show in City of Meridian and Triple D Development, Inc., title sufficient to grant the above easement free and clear of encumbrances. The expense of recording this Agreement shall be borne by City of Meridian and Triple D Development, Inc.

6. The right of way confirmed herein by City of Meridian and Triple D Development, Inc., to the United States and the quitclaim to be executed from the United States to City of Meridian and Triple D Development, Inc., in conformance with this Agreement have been determined to be of approximately equal value.

7. City of Meridian and Triple D Development, Inc., shall construct the relocated section of the facility in accordance with plans approved in advance by the United States and the Board and in a manner and condition satisfactory to the United States and the Board. The United States and the Board shall have the right to inspect the construction and materials involved with the relocation of the facility. The relocated section shall be constructed in a condition that will cause no reduction in the flow of water through the facility at its present designed capacity. Upon completion, the relocated section of the facility shall be inspected by the United States and the Board and City of Meridian and Triple D Development, Inc., will be notified in writing of the approval or disapproval thereof. In case of disapproval, City of Meridian and Triple D Development, Inc., shall be advised of the corrective action(s) required before the new facility will be approved. Upon approval of the completed facility, the ownership of said relocated facility shall vest in the United States.

In case of failure of the relocated facility within five (5) years of the recording of this Agreement, City of Meridian and Triple D Development, Inc., shall be advised of any corrective action required. If time permits, City of Meridian and Triple D Development, Inc., will be allowed to complete the required corrective action. If not, the United States or the Board may complete the corrective action and bill the City of Meridian and Triple D Development, Inc., for the fair and reasonable costs thereof, which costs the City of Meridian and Triple D Development, Inc., hereby agree to pay within 30 days of the bill.

8. The construction of the relocated facility shall be accomplished at such time and in a manner that will not at any time stop or impede the flow of water in the facility. Timing of work shall be subject to the approval of the United States and the Board or its representative.

9. For and in consideration of the above and One Thousand Nine Hundred and Fifty Dollars (\$1,950.00) for the administrative costs of processing this Agreement, receipt of which is hereby acknowledged, the United States shall prepare a quitclaim deed, to remise, release, and forever quitclaim to City of Meridian and Triple D Development, Inc., its successors, or assigns,

all of its right, title, and interest in and to that portion of the previously exercised right of way and appurtenances thereto that will be abandoned as a result of the relocation, and which cross the City of Meridian and Triple D Development, Inc.'s, properties. This abandonment is not intended nor shall it be construed or interpreted to abandon or relinquish rights by the United States to exercise additional reserved rights in the future under provisions of the Act of August 30, 1890. The premises covered by said quitclaim by the United States will be that portion of the Carlson Lateral Canal easement described in Parcels 1, 2 & 3, more particularly described in EXHIBITS A & C, and depicted on EXHIBITS B & D. Excepting therefrom, any portion of the above description more particularly described in EXHIBITS E & G, and shown on EXHIBITS F & H, referred to as Parcels 4 & 5. Said EXHIBITS A, B, C, D, E, F, G and H, are attached hereto and by this reference made a part hereof.

The quitclaim will also contain the following notice, acceptance, covenants and stipulations:

THE INFORMATION CONTAINED IN THIS NOTICE IS REQUIRED UNDER AUTHORITY OF REGULATIONS PROMULGATED UNDER SECTION 120(h) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA OR "SUPERFUND"), 42 U.S.C. SECTION 9620(h).

NOTICE IS HEREBY GIVEN that:

(a) Acting pursuant to the requirements of 40 CFR 373, on March 23, 2022, the United States performed a review of the hazardous waste survey on the subject lands. The land is being quitclaimed to the Purchaser in the same condition as existed on the date of said survey and which is more particularly described in the survey. No remediation by the United States on behalf of the Purchaser has been made or will be made because none is necessary.

The United States has conducted a search of files at the Bureau of Reclamation Middle Snake Field Office, Boise, Idaho, to identify available information with respect to hazardous substances that were stored for one year or more, known to have been released, or disposed of at the property. That search of available information produced no information on hazardous substances so stored, released or disposed.

(b) City of Meridian and Triple D Development, Inc., accept the premises and appurtenances as is.

(c) CERCLA Environmental Covenants and Stipulations:

1. To the extent the United States is determined responsible, United States warrants that any response action or corrective action found to be necessary after the date of the transfer shall be conducted by the United States.

2. City of Meridian and Triple D Development, Inc., hereby grant the United States access to the property in any case in which a response action or corrective action is found to be necessary by the United States after such date at such property, or such access is necessary to carry out a response action or corrective action on adjoining property.

10. No member of or delegate to Congress or resident commission shall be admitted to any share or part of this Agreement or to any benefit that may arise here from, but this restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

CITY OF MERIDIAN
an Idaho municipal corporation

By: Bryan R. Horsburgh
Deputy Area Manager
Bureau of Reclamation
230 Collins Road
Boise ID 83702-4520

By: _____
Title: _____

TRIPLE D DEVELOPMENT, INC.
an Idaho corporation

By: David S. Ward
Title: Vice-President

This Agreement has been considered and is hereby approved by the BOISE PROJECT BOARD OF CONTROL, the 19 day of April, 2022.

By: Robert Carter
Robert Carter, Manager
Boise Project Board of Control
2465 Overland Road
Boise, ID 83706-1234

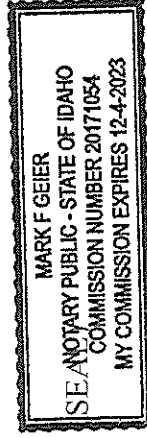
STATE OF IDAHO)
County of _____) s.s.
)

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

ACKNOWLEDGEMENT

STATE OF IDAHO)
County of Ada) s.s.
)

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




Notary Public in and for the
State of Idaho
Residing at: Eagle
My Commission Expires: 12-4-2023

ACKNOWLEDGEMENT

STATE OF IDAHO)
)s.s.
County of Ada)

On the ____ day of _____, 2022, personally appeared before me, Bryan R. Horsburgh, known to me to be the official of THE UNITED STATES OF AMERICA, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

(SEAL)

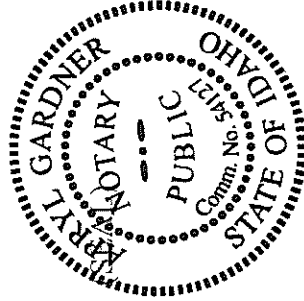
Notary Public in and for the
State of Idaho
Residing at:
My Commission Expires:

ACKNOWLEDGEMENT

STATE OF IDAHO)
)s.s.
County of Ada)

On the 19 day of April, 2022, personally appeared before me, Robert Carter known to me to be the official of BOISE PROJECT BOARD OF CONTROL, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said Board, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



Notary Public in and for the
State of Idaho
Residing at: Meridian, ID
My Commission Expires: 3-12-2027

EXHIBIT A
Parcels 1 & 2

DESCRIPTION FOR
PREVAIL SUBDIVISION NO. 3
CITY OF MERIDIAN CARLSON LATERAL EASEMENT RELINQUISHMENT

A portion of Government Lot 1 of Section 31, T.3N., R.1E., B.M., Meridian, Ada County, Idaho more particularly described as follows:

EASEMENT A: Parcel 1

Commencing at the NW corner of said Section 31 from which the W1/4 corner of said Section 31 bears South 00°37'56" West, 2641.54 feet;
thence along the West boundary line of said Section 31 South 00°37'56" West, 1,320.77 feet to the SW corner of said Government Lot 1;
thence leaving said West boundary line and along the South boundary line of said Government Lot 1 North 89°39'29" East, 80.01 feet to a point on the East right-of-way line of S. Meridian Rd.;
thence along said East right-of-way line North 00°37'56" East, North 00°37'56" East, 207.00 feet;

thence leaving said East right-of-way line North 89°39'29" East, 283.58 feet to the **REAL POINT OF BEGINNING**;

thence North 79°23'51" West, 199.76 feet;
thence North 86°11'01" West, 86.92 feet;
thence North 00°37'56" East, 50.08 feet;
thence South 86°11'01" East, 92.67 feet;
thence South 79°23'51" East, 461.30 feet;
thence South 89°39'29" West, 263.36 feet to the **REAL POINT OF BEGINNING**.
Containing 21,016 square feet or 0.48 acres, more or less.

EASEMENT B: Parcel 2

Commencing at the NW corner of said Section 31 from which the W1/4 corner of said Section 31 bears South 00°37'56" West, 2641.54 feet;

thence along the West boundary line of said Section 31 South 00°37'56" West, 1,320.77 feet to the SW corner of said Government Lot 1;

thence leaving said West boundary line and along the South boundary line of said Government Lot 1 North 89°39'29" East, 80.01 feet to a point on the East right-of-way line of S. Meridian Rd.;

thence along said East right-of-way line North 00°37'56" East, North 00°37'56" East, 207.00 feet;

thence leaving said East right-of-way line North 89°39'29" East, 955.95 feet to the **REAL POINT OF BEGINNING**;

thence North 62°20'11" East, 5.59 feet;

thence 32.90 feet along the arc of a non-tangent curve to the left, said curve having a radius of 68.47 feet, a central angle of 27°31'45" and a long chord which bears North 31°18'59" East, 32.58 feet;

thence North 20°23'48" West, 49.34 feet;

thence North 69°36'12" East, 50.00 feet;

thence South 20°23'48" East, 63.98 feet;

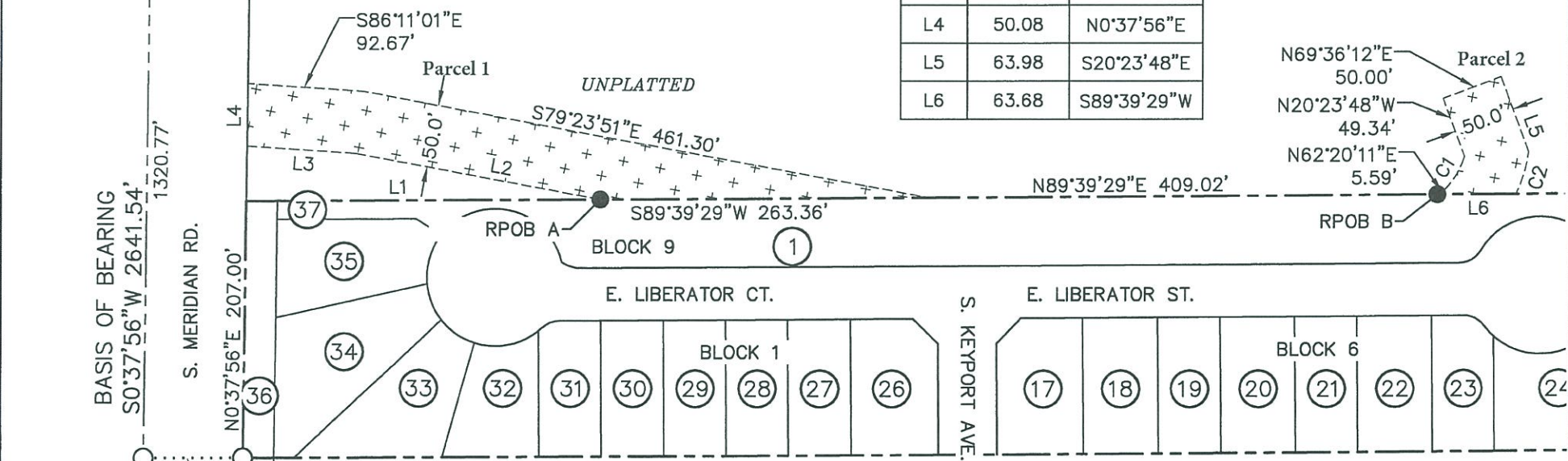
thence 35.38 feet along the arc of a non-tangent curve to the right, said curve having a radius of 118.47 feet, a central angle of 17°06'45" and a long chord which bears South 16°46'55" West, 35.25 feet;

thence South 89°39'29" West, 63.68 feet to the **REAL POINT OF BEGINNING**.
Containing 4,597 square feet or 0.11 acres, more or less.

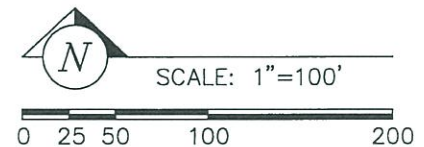


R.1W.
R.1E.
S25 S30 W. AMITY RD.
S36 S31

LINE TABLE		
LINE	LENGTH	BEARING
L1	283.58	N89°39'29"E
L2	199.76	N79°23'51"W
L3	86.92	N86°11'01"W
L4	50.08	N0°37'56"E
L5	63.98	S20°23'48"E
L6	63.68	S89°39'29"W



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	68.47	32.90	32.58	N31°18'59"E	27°31'45"
C2	118.47	35.38	35.25	S16°46'55"W	17°06'45"



P:\Prevail Subdivision No 3 (Prevail North Sac) 21-025\dwg\Prevail 3 Offsite DITCH RELINQUISH.dwg 10/19/2021 10:50:33 AM



**IDAHO
SURVEY
GROUP, LLC**

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

**EXHIBIT B DRAWING FOR
PREVAIL SUBDIVISION NO. 3
CITY OF MERIDIAN CARLSON LATERAL EASEMENT
RELINQUISHMENT**

A PORTION OF GOVERNMENT LOT 1 OF SECTION 31, T.3N.,
R.1E., B.M., MERIDIAN, ADA COUNTY, IDAHO

JOB NO.
21-025
SHEET NO.
1 OF 1
DWG. DATE
10/18/2021

EXHIBIT C
Parcel 3

DESCRIPTION FOR
PREVAIL SUBDIVISION NO. 3
CARLSON LATERAL EASEMENT RELINQUISHMENT

A portion of Government Lot 1 of Section 31, T.3N., R.1E., B.M., Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the NW corner of said Section 31 from which the W1/4 corner of said Section 31 bears South 00°37'56" West, 2641.54 feet;
thence along the West boundary line of said Section 31 South 00°37'56" West, 1,320.77 feet to the SW corner of said Government Lot 1;
thence leaving said West boundary line and along the South boundary line of said Government Lot 1 North 89°39'29" East, 80.01 feet to a point on the East right-of-way line of S. Meridian Rd.;
thence along said East right-of-way line North 00°37'56" East, North 00°37'56" East, 207.00 feet;

thence leaving said East right-of-way line North 89°39'29" East, 283.58 feet to the **REAL POINT OF BEGINNING**;

thence continuing North 89°39'29" East, 263.36 feet;
thence South 79°23'51" East, 2.04 feet;
thence South 84°09'14" East, 193.62 feet;
thence South 86°00'00" East, 91.69 feet;
thence North 89°45'52" East, 38.50 feet;
thence North 80°24'52" East, 44.17 feet;
thence North 62°20'11" East, 46.14 feet;
thence North 89°39'29" East, 63.68 feet;
thence 49.42 feet along the arc of a non-tangent curve to the right, said curve having a radius of 118.47 feet, a central angle of 23°54'04" and a long chord which bears South 37°17'19" West, 49.06 feet;
thence South 62°20'11" West, 66.22 feet;

thence South 80°24'52" West, 56.21 feet;

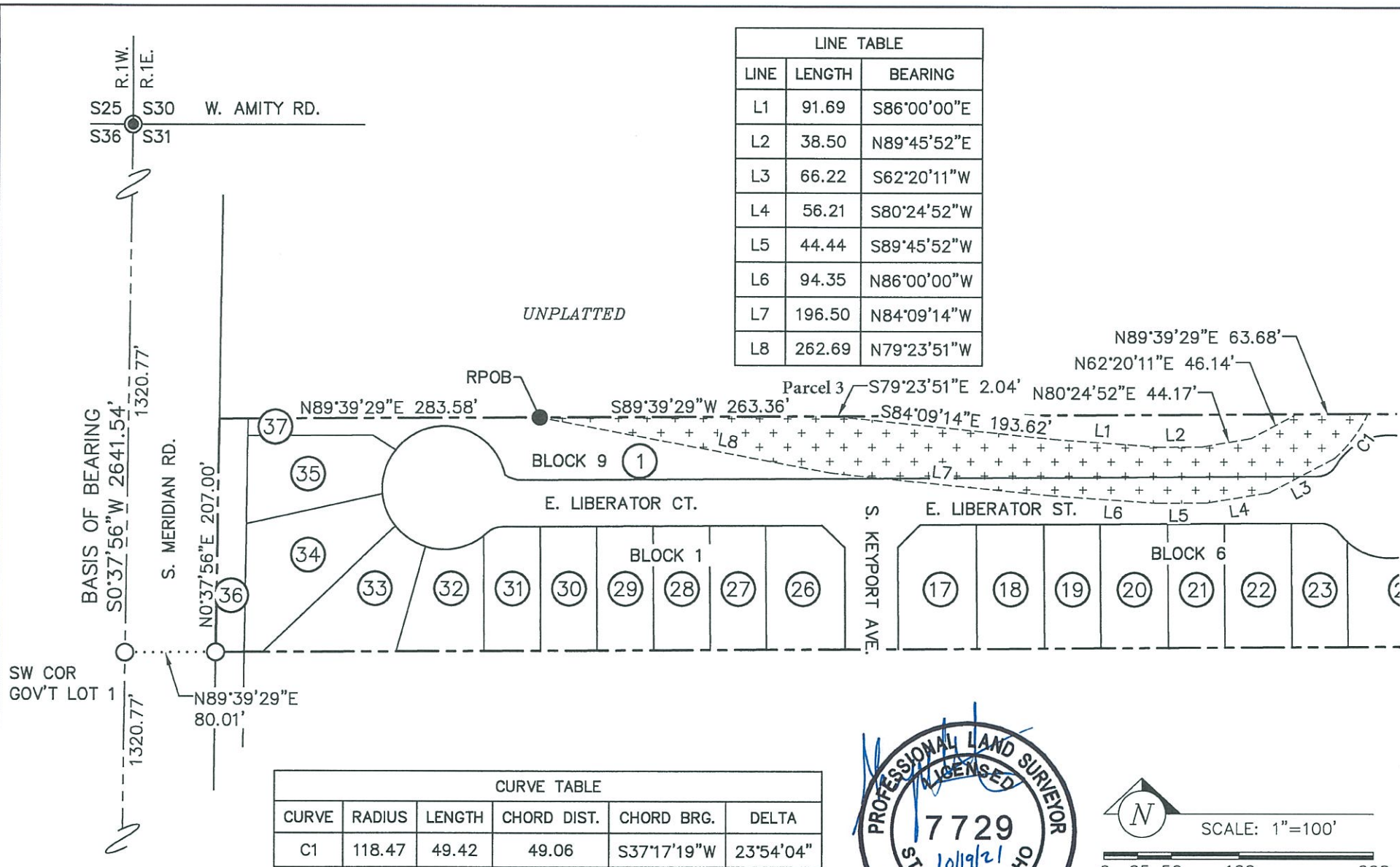
thence South 89°45'52" West, 44.44 feet;

thence North 86°00'00" West, 94.35 feet;

thence North 84°09'14" West, 196.50 feet;

thence North 79°23'51" West, 262.69 feet to the **REAL POINT OF BEGINNING**.
Containing 29,736 square feet or 0.68 acres, more or less.





P:\Prevall Subdivision No 3 (Prevall North Sac) 21-025\dwg\Prevall 3 DITCH RELINQUISH.dwg 10/19/2021 10:38:28 AM

IDAHO SURVEY GROUP, LLC

9955 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 846-8570

**EXHIBIT D DRAWING FOR
 PREVAIL SUBDIVISION NO. 3
 CARLSON LATERAL EASEMENT RELINQUISHMENT**

A PORTION OF GOVERNMENT LOT 1 OF SECTION 31, T.3N.,
 R.1E., B.M., MERIDIAN, ADA COUNTY, IDAHO

JOB NO.
 21-025
 SHEET NO.
1 OF 1
 DWG. DATE
 10/18/2021

EXHIBIT E
Parcel 4

DESCRIPTION FOR
PREVAIL SUBDIVISION NO. 3
CITY OF MERIDIAN CARLSON LATERAL EASEMENT

A portion of Government Lot 1 of Section 31, T.3N., R.1E., B.M., Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the NW corner of said Section 31 from which the W1/4 corner of said Section 31 bears South 00°37'56" West, 2641.54 feet;

thence along the West boundary line of said Section 31 South 00°37'56" West, 1,320.77 feet to the SW corner of said Government Lot 1;

thence leaving said West boundary line and along the South boundary line of said Government Lot 1 North 89°39'29" East, 80.01 feet to a point on the East right-of-way line of S. Meridian Rd.;

thence along said East right-of-way line North 00°37'56" East, 207.00 feet;

thence leaving said East right-of-way line North 89°39'29" East, 207.97 feet to the **REAL**

POINT OF BEGINNING;

thence North 77°08'33" West, 212.76 feet;

thence North 00°37'56" East, 51.16 feet;

thence South 77°08'33" East, 327.29 feet;

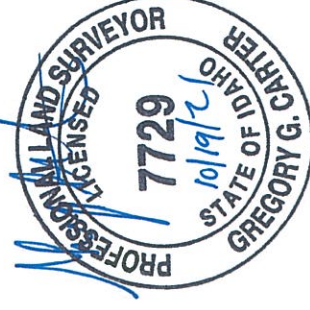
thence North 89°39'29" East, 588.38 feet;

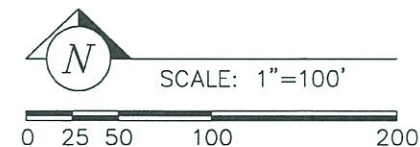
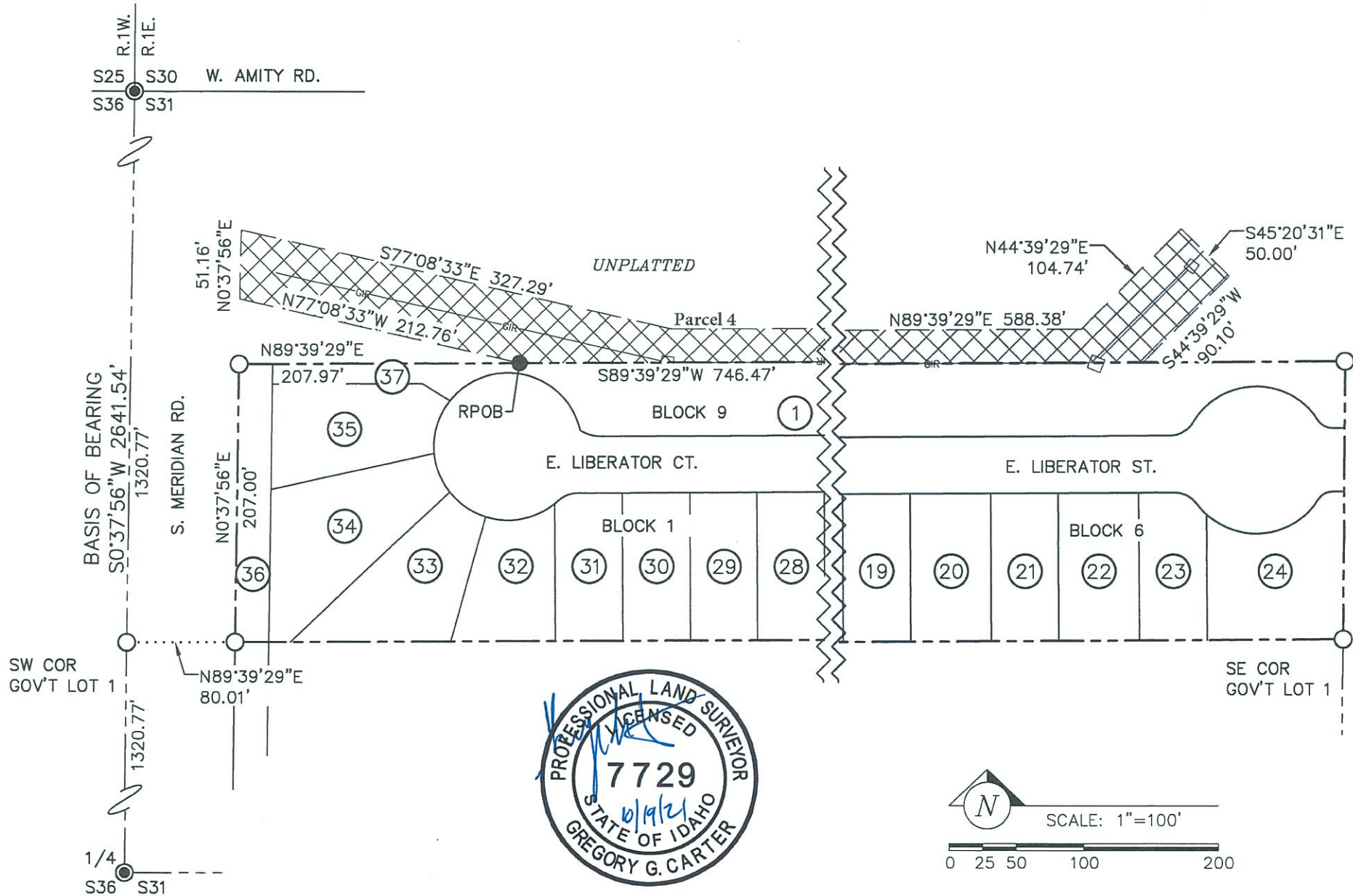
thence North 44°39'29" East, 104.74 feet;

thence South 45°20'31" East, 50.00 feet;

thence South 44°39'29" West, 90.10 feet;

thence South 89°39'29" West, 746.47 feet to the **REAL POINT OF BEGINNING.**
Containing 35,058 square feet or 0.80 acres, more or less.





P:\Prevail Subdivision No 3 (Prevail North Sac) 21-025\dwg\Prevail 3 GRR Ease Offsite.dwg 10/18/2021 11:56:48 AM

	IDAHO SURVEY GROUP, LLC 9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 848-8570	EXHIBIT F DRAWING FOR PREVAIL SUBDIVISION NO. 3 CITY OF MERIDIAN CARLSON LATERAL EASEMENT	JOB NO. 21-025 SHEET NO. 1 OF 1
		A PORTION OF GOVERNMENT LOT 1 OF SECTION 31, T.3N., R.1E., B.M., MERIDIAN, ADA COUNTY, IDAHO	DWG. DATE 10/18/2021

EXHIBIT G

Parcel 5

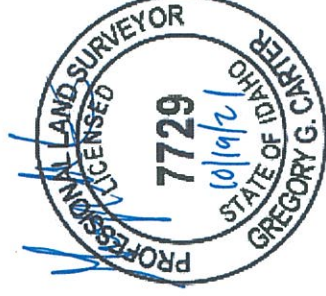
**DESCRIPTION FOR
PREVAIL SUBDIVISION NO. 3
CARLSON LATERAL EASEMENT**

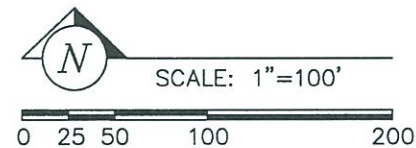
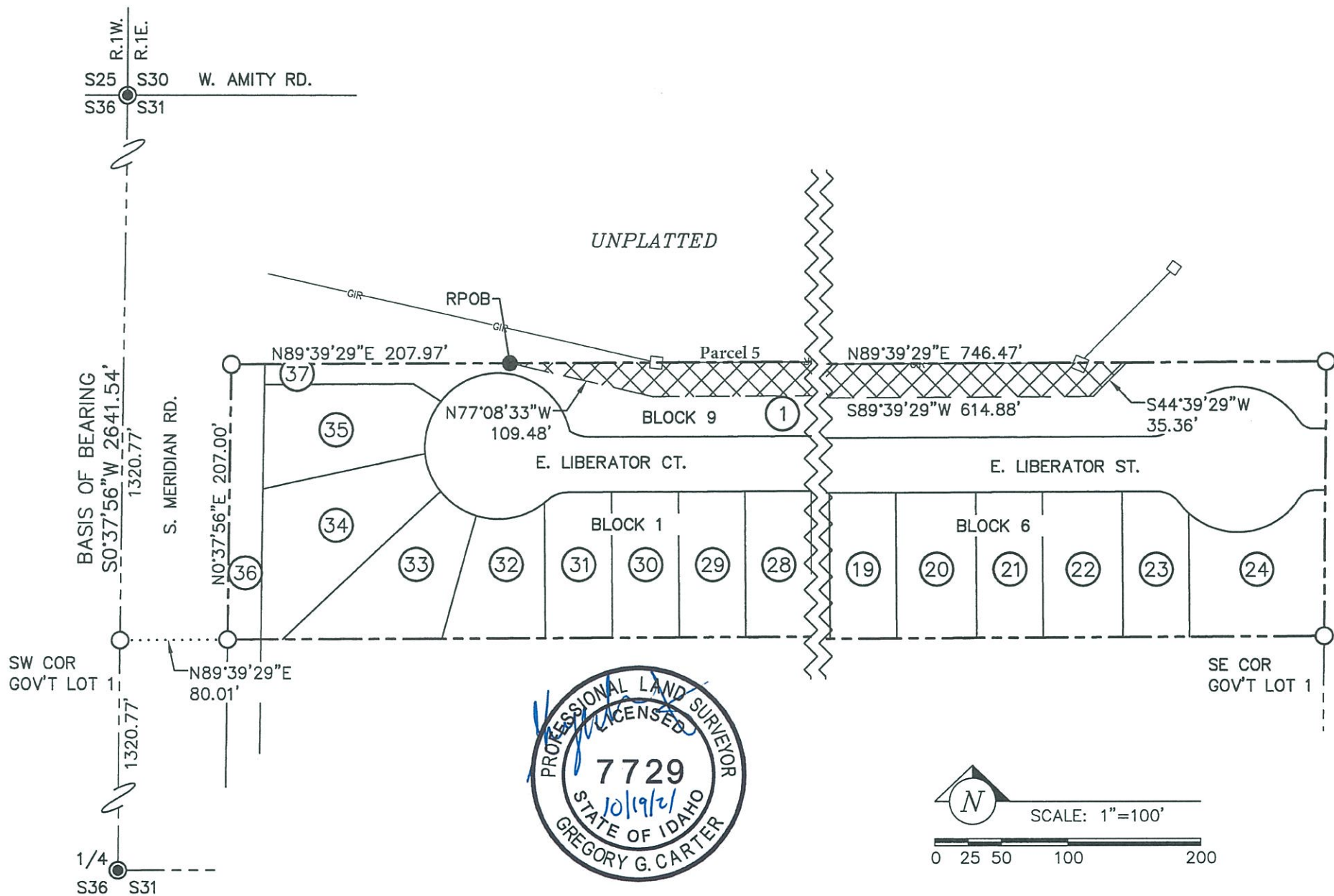
A portion of Government Lot 1 of Section 31, T.3N., R.1E., B.M., Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the NW corner of said Section 31 from which the W1/4 corner of said Section 31 bears South 00°37'56" West, 2641.54 feet;
thence along the West boundary line of said Section 31 South 00°37'56" West, 1,320.77 feet to the SW corner of said Government Lot 1;
thence leaving said West boundary line and along the South boundary line of said Government Lot 1 North 89°39'29" East, 80.01 feet to a point on the East right-of-way line of S. Meridian Rd.;
thence along said East right-of-way line North 00°37'56" East, 207.00 feet;
thence leaving said East right-of-way line North 89°39'29" East, 207.97 feet to the **REAL**

POINT OF BEGINNING;

thence continuing North 89°39'29" East, 746.47 feet;
thence South 44°39'29" West, 35.36 feet;
thence South 89°39'29" West, 614.88 feet;
thence North 77°08'33" West, 109.48 feet to the **REAL POINT OF BEGINNING.**
Containing 17,017 square feet or 0.39 acres, more or less.





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	IDAHO SURVEY GROUP, LLC	9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 848-8570

EXHIBIT <u>H</u> DRAWING FOR PREVAIL SUBDIVISION NO. 3 CARLSON LATERAL EASEMENT	JOB NO. 21-025
A PORTION OF GOVERNMENT LOT 1 OF SECTION 31, T.3N., R.1E., B.M., MERIDIAN, ADA COUNTY, IDAHO	SHEET NO. 1 OF 1 DWG. DATE 10/18/2021