

**MEMORANDUM OF AGREEMENT  
BETWEEN WESTERN ADA RECREATION DISTRICT AND CITY OF MERIDIAN  
FOR TRANSFER OF ASSETS**

This MEMORANDUM OF AGREEMENT BETWEEN WESTERN ADA RECREATION DISTRICT AND CITY OF MERIDIAN FOR TRANSFER OF ASSETS (“MOA”), is made and entered into 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 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, as described in the legal description set forth in *Exhibit A* (“Pool”),
- 2) Real property located at 1031 E. Tammy Street, in Meridian, currently developed as a neighborhood park, as described in the legal description set forth in *Exhibit B* (“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) (“Personal Property”);

**WHEREAS**, WARD seeks to convey the Assets to City;

**WHEREAS**, City intends to gratefully accept the Assets and to use them for the benefit of the Meridian community; and

**WHEREAS**, the Parties seek by this MOA to memorialize the process by which the Assets will be conveyed to City;

**NOW, THEREFORE**, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the recitals set forth above, which are hereby incorporated herein, and the mutual promises and covenants herein contained, the Parties agree as follows:

**I. WARD’S RESPONSIBILITIES**

**A. Convey real property.** WARD shall convey to City the Pool and the Park, pursuant to all terms and conditions of this MOA, including the following:

1. Within thirty (30) days after the Effective Date of this MOA, WARD shall deliver to City copies of any and all of the following in WARD’s possession:
  - a. Contracts of any kind or nature that will survive the Closing and that relate to the Pool or the Park.
  - b. Leases relating to the Pool or the Park, together with any amendments thereto.
  - c. Licenses, certificates, permits, approvals, conditions or similar items, relating to any portion of the Pool or the Park.

2. From the Effective Date of this MOA to Closing, WARD shall:
    - a. Permit the City to maintain the Pool and the Park in the same condition existing at the time of execution of this MOA,
    - b. Permit the City to continue to operate the Pool and the Park in the manner operated by City at the time of execution of this MOA,
    - c. Not enter into any new leases or licenses relating to the Pool or the Park, other than in the ordinary course of operating same,
    - d. Perform all acts necessary to ensure that the representations, warranties, and covenants made in this MOA shall remain true, complete, and accurate at the time of Closing, and
    - e. Allow the City's authorized representatives to have reasonable access to the Property.
  3. By August 30, 2024, WARD's governing board shall approve, and authorize its Board President to sign on behalf of WARD, quitclaim deeds ("deeds) conveying the Pool and the Park from WARD to City, which deeds will be substantially similar to the sample deeds attached hereto as *Exhibit C*, as Title Company has reviewed and approved such sample deeds as to form. Title conveyed by WARD to City via such deeds shall be marketable and insurable and shall be free and clear of all liens, encumbrances, and restrictions, exclusive of liens, encumbrances, and conditions accepted in writing by City on or before Closing. By August 30, 2024, WARD shall also issue to City an invoice for \$1.00 for the real property, which City shall pay within thirty (30) days of receipt.
  4. By September 6, 2024, WARD shall deliver to City the signed deeds and any other documents necessary to effectuate the transfer of title to the Pool and the Park to City as contemplated by this MOA.
  5. Except as otherwise agreed in writing by the Parties, through midnight of the date of Closing, WARD shall pay all indebtedness, obligations, and liabilities WARD may incur in connection with the Pool and the Park.
  6. At Closing, WARD shall grant title to the Pool and the Park by two (2) separate deeds.
  7. At Closing, WARD shall deliver to the City actual possession of the Pool and the Park.
- B. Convey Personal Property.** By August 30, 2024, WARD's governing board shall approve, and authorize its Board President to sign on behalf of WARD, an agreement to transfer ownership of WARD's Personal Property to City, which agreement shall be substantially similar to the sample agreement attached hereto as *Exhibit D*. Such agreement shall have an effective date of September 30, 2024. By August 30, 2024, WARD shall also issue to City an invoice for \$1.00 for the personal property, which City shall pay within thirty (30) days of receipt.

## **II. CITY'S RESPONSIBILITIES.**

- A. Accept real property.** At Closing, City shall accept WARD's conveyance of the Pool and the Park, pursuant to all terms and conditions of this MOA, and following Closing, shall take possession of the Pool and the Park.

**B. Use of real property.** Following the Closing, City shall use and operate the Pool and Park to provide recreation facilities for public use.

**C. Title insurance.**

1. Within thirty (30) days of execution of this MOA, City shall order a Commitment for Title Insurance (“Commitment”) issued by First American Title and Escrow Company (“Title Company”) covering the Pool and the Park. Notwithstanding the foregoing, the Parties may mutually agree, in writing, to utilize a different title company without amending this Agreement. If any exceptions shown on the Commitment are not approved in writing by City before Closing and cannot be removed by WARD by Closing, then City may terminate this MOA, and each party shall be fully released and discharged from any further obligations under this MOA.
2. City will obtain market value valuations of the Pool and the Park as City deems necessary.
3. At Closing, City may purchase a title insurance policy (“Owner’s Policy”) at City’s sole expense in the insured amount of the market value of the Pool and the Park. City may, at its option, require an endorsement deleting certain general exceptions to same.

**D. Recordation.** City shall record the deeds, at City’s cost.

**E. Personal property agreement.** By August 30, 2024, following receipt of the agreement transferring the Personal Property signed by WARD’s Board President, Meridian City Council shall approve the agreement, and authorize the Mayor to sign on behalf of City. The execution of the agreement shall signify City’s acceptance of the Personal Property, and the transfer of ownership of same from WARD to City, as of the effective date of such agreement.

**III. CLOSING.**

**A. Closing defined.** For purposes of this MOA, “Closing” shall be defined as City’s receipt of the Owner’s Policy from First American Title and Escrow Company or other title company selected by City, and recording of the deeds executed by WARD. The Closing date shall be September 30, 2024, or such other date as may be mutually agreed between the Parties.

**B. Conditions Precedent to Closing.** The obligations of City under this Agreement are, at City’s sole option, subject to the satisfaction of the following conditions:

1. WARD’s representations and warranties are true, complete, and accurate as of the date of this MOA and as of the date of Closing.
2. WARD and City have performed all obligations, covenants, and agreements to be performed before Closing as set forth in this MOA.
3. The Title Company is prepared to issue an Owner’s Policy in accordance with the provisions of section II.C.3 of this MOA.

4. WARD has executed and delivered to City the signed, notarized deeds and any other documents necessary to effectuate the transfer of title to the Pool and the Park as contemplated by this MOA.

**C. Certifications of WARD.** WARD hereby certifies that, except as may be disclosed in writing to City before Closing:

1. To WARD's knowledge, 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 MOA.
2. To WARD's knowledge, WARD owns and possesses all rights, title, and interest in and to the Pool and the Park.
3. There is no equitable, legal, or administrative suit, action, arbitration, or other proceeding pending or threatened against or affecting WARD, the Pool, or the Park.

**D. Certifications of City.** City hereby certifies that, except as may be disclosed in writing to WARD before Closing:

1. To City's knowledge, City is not required to obtain the approval or consent of any person, firm, or other entity to permit City to consummate the transactions contemplated by this MOA.
2. Upon Closing, City acknowledges that it has made its own inspection of the Pool, Park and Personal Property and is acquiring the same in "As-Is Condition" and that WARD has not made any representations or warranties as to the condition or use of same other than as set forth in this MOA.

**IV. 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 MOA shall be effective upon the Effective Date and shall expire at Closing, 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 MOA or any privilege or right hereunder, either voluntarily or involuntarily, without the prior written consent of the other party. This MOA 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 MOA, 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.
- F. 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.
- G. 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.
- H. Termination.**
- 1. Grounds.** Grounds for termination of this MOA shall include, but shall not be limited to: non-appropriation of funds necessary to meet either party's obligations under this MOA; an act or omission by either party which materially breaches any term of this MOA; an act of nature or other unforeseeable event which precludes or makes impossible the performance of the terms of this MOA 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 MOA 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 MOA may be terminated upon mailing of notice of termination.
- I. Construction and severability.** If any part of this MOA is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this MOA so long as the remainder of the MOA is reasonably capable of completion.
- J. Time of the essence.** The Parties acknowledge obligations under this MOA shall be fulfilled in a timely manner. The Parties acknowledge and agree that time is strictly of the essence with respect to this MOA, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this MOA by the party so failing to perform.

- K. Third-party beneficiaries.** This MOA 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.
- L. Counterparts.** This MOA 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.
- M. Survival of representations, warranties, and covenants.** All representations, warranties, and covenants of the Parties set forth in this MOA shall survive the Closing and shall survive the recording of the deeds.
- N. No limitation.** Nothing in this MOA or any other agreement shall prevent or limit City from alienating or making any improvements or changes to the Assets or any component thereof following Closing, whether temporarily or permanently, as may be deemed by City to further the public interest, health, safety, and/or welfare.
- O. Authority.** The Parties certify that the execution, delivery, and consummation of this MOA 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 MOA 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 Assets are subject or bound.
- P. Approval required.** This MOA 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 MOA in all respects.
- Q. WARD President.** WARD hereby authorizes its board president to sign, on behalf of WARD, this MOA, the deeds, and any other any other agreement(s) necessary to effectuate the transfer of the Pool and the Park to City, with or without an additional meeting of the WARD governing board specifically authorizing such signature(s).
- R. Operational agreements remain in effect.** Notwithstanding the execution of this MOA, other existing agreements between the Parties shall remain in full force and effect, under the respective terms set forth therein, until Closing, at which time such agreements shall expire and be of no further force and effect. Such agreements include:
1. *License and Management Agreement Between Western Ada Recreation District and the City of Meridian for Maintenance and Operation of Lakeview Golf Course, dated August 11, 2020, as amended by the First Amendment thereto, dated February 8, 2022.*
  2. *License and Management Agreement Between Western Ada Recreation District and the City of Meridian for Maintenance and Operation of Meridian Community Pool and Park at Settlers Village Subdivision, dated February 8, 2022.*

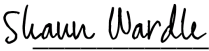
- 3. *Cooperative Agreement between Western Ada Recreation District and the City of Meridian for Financial Contribution to Support Licensed Recreational Activities*, dated December 12, 2023.

**S. Lease cancelled upon Closing.** The *Assignment of Lease and Amended Lease Agreement for the Provision of Golf Course Operations at City of Meridian’s Municipal Golf Course*, originally executed by City, Lakeview Meridian Investors LLC, and Boise Ranch Golf Course, Inc. on May 17, 2005, was assigned to WARD via *Assignment of Lease and Leasehold Improvements*, executed by Lakeview Meridian Investors LLC and WARD on November 6, 2020 (“Lease”). Upon Closing, the Lease shall be canceled, whether or not any of the Events of Default enumerated in section 9.J thereof have occurred. WARD hereby waives the notice and hearing rights afforded to WARD by section 9.I of the Lease for the limited purpose of effectuating cancellation of the Lease upon Closing. Prior to Closing, WARD shall deliver an executed quitclaim deed to City concerning WARD’s leasehold interest in the Lakeview Golf Course, and City shall record said quitclaim deed upon Closing. WARD’s governing board hereby authorizes its Board President to execute said quitclaim deed, which shall be substantially similar to the quitclaim deed attached hereto as *Exhibit E*.

**T. Entire agreement regarding transfer of assets.** This MOA contains the entire agreement of the Parties with regard to the transfer of the Assets from WARD to City, and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

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

**WESTERN ADA RECREATION DISTRICT:**

DocuSigned by:  
  
 By: Shaun Wardle, Board President

**CITY OF MERIDIAN:**

BY: Robert E. Simison, Mayor

**Attest:**

Chris Johnson, City Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION OF POOL**



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**  
**LEGAL DESCRIPTION OF PARK**

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

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.

APN: R7813770510

**EXHIBIT C**  
**SAMPLE QUITCLAIM DEEDS**



**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

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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

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**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 \_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**  
WESTERN ADA RECREATION  
DISTRICT

STATE OF IDAHO        )  
  ) ss:  
County of \_\_\_\_\_  )

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

\_\_\_\_\_  
Shaun Wardle, Board President

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My Commission Expires: \_\_\_\_\_

**EXHIBIT D**  
**SAMPLE PERSONAL PROPERTY AGREEMENT**



## 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 used for the operation and maintenance of the Community Swimming Pool located at 213 E. Franklin Road, in Meridian, a neighborhood park located at 1031 E. Tammy Street, in Meridian, and Lakeview Golf Course, located at 4200 W. Talamore Boulevard, in Meridian (“Personal Property”); 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 one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the recitals set forth above, which are hereby incorporated herein, and 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 any and all Personal Property used for the operation and maintenance of the Properties.
- B. Certifications.** WARD hereby certifies that:
1. To WARD’s knowledge, 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.
  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.
- C. Certifications of City.** City hereby certifies that, except as may be disclosed in writing to WARD before Closing:
1. To City’s knowledge, City is not required to obtain the approval or consent of any person, firm, or other entity to permit City to consummate the transactions contemplated by this Agreement.
  2. Upon Closing, City acknowledges that it has made its own inspection of the Personal Property and is acquiring the same in “As-Is Condition” and that WARD has not made any representations or warranties as to the condition or use of same other than as set forth in this Agreement.

**II. CITY'S ACCEPTANCE.**

As of Closing, as such term is defined in the MOA, City shall accept 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. Following the Closing, City shall use and operate the Personal Property in the course of providing recreation facilities for public use.

**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:**

DocuSigned by:  
*Shawn Wardle*  
\_\_\_\_\_  
Shawn Wardle, Board President

**CITY OF MERIDIAN:**

\_\_\_\_\_  
Robert E. Simison, Mayor

**Attest:**

\_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT E**  
**QUITCLAIM DEED**



**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 ¼ of Section 3, T. 3N., R. 1 W., B.M., Ada County, Idaho, and more particularly described as follows:

Beginning at a brass cap marking the Southeast corner of said SE ¼; thence North 00°19'11" East 451.29 feet along the Easterly boundary of said SE ¼ 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°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°40'49", a radius of 145.00 feet, tangents of 27.77 feet and a long chord of 54.54 feet bearing North 78°50'25" West to a point of tangent; thence  
North 68°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°49'14", a radius of 175.00 feet, tangents of 40.11 feet and a long chord of 78.20 feet bearing North 80°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°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°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°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°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°44'02", a radius of 150.00 feet, tangents of 7.51 feet and a long chord of 15.00 feet bearing North 81°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.**