

**MEMORANDUM OF AGREEMENT  
BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS AND  
THE IDAHO STATE HISTORIC PRESERVATION OFFICE  
REGARDING THE BARATZA SUBDIVISION,  
MERIDIAN, ADA COUNTY, IDAHO**

**SUBJECT:** National Historic Preservation Act Section 106 Memorandum of Agreement for Resolution of Adverse Effects to 10AA6408 Lemp Canal, Meridian, Ada County, Idaho, U.S. Army Corps of Engineers, Corps Reference Number NWW-2024-00522, SHPO Case Number 2025-369.

**WHEREAS**, the U.S. Army Corps of Engineers (the Corps), Walla Walla District Regulatory Branch has received a Department of Army (DA) permit application from Lennar Homes of Idaho (the Applicant) associated with the Baratza Subdivision located at 4375A W McMillian Road, Meridian, Ada County, Idaho at Section 34, Township 4 North, Range 1 West, Boise Meridian. The proposed project is to pipe a total of 2,561 linear feet of the Lemp Canal in order to build the Baratza Subdivision; and

**WHEREAS**, a Department of the Army permit, pursuant to Section 404 of the Clean Water Act, is required from the Corps (the Undertaking) to conduct activities related to the construction of the project; and

**WHEREAS**, the Corps' issuance of such a permit is subject to review under Section 106 of the National Historic Preservation Act, 54 U.S.C. 306108 (NHPA); and

**WHEREAS**, the area of potential effects (APE) includes all areas of permitted in-water activity, including upland areas where work is directly associated, integrally related, and would not occur but for the in-water authorized activity associated with the DA permit, which includes the areas that will be disturbed to pipe the Lemp Canal and fill the associated wetlands, and the footprint of the required wetland mitigation site; as shown on the map in Appendix A; and

**WHEREAS**, the Applicant proposes to conduct the following activities under the permit: pipe 2,561 linear feet of the Lemp Canal in 60-inch-diameter gravity irrigation pipe and construct a wetland mitigation site; and

**WHEREAS**, a report has been prepared identifying known and potential historic properties associated with the Undertaking, titled "*Baratza Subdivision Ada County, Idaho*", dated February, 2025, and by Corps' letters to Idaho State Historic Preservation Office (SHPO) dated September 3, 2025 and SHPO's response letter dated September 16, 2025, and these documents are incorporated into this Memorandum of Agreement (MOA) by reference; and

**WHEREAS**, the Corps identified 10AA6408 Lemp Canal, a National Register of Historic Places (NRHP) eligible historic property, within the APE; and

**WHEREAS**, the SHPO concurs that 10AA6408 is eligible for listing in the NRHP; and

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**WHEREAS**, the Corps determined that the undertaking will adversely affect 10AA6408 and the SHPO agrees; and

**WHEREAS**, the Corps notified the Advisory Council on Historic Preservation (Council) of its adverse effect determination and the Council has not opted to participate in the consultation; and

**WHEREAS**, the Corps consulted with the Shoshone-Paiute Tribes and the Shoshone-Bannock Tribes and neither elected to participate in the development of this MOA; and

**WHEREAS**, the Corps identified two certified local governments, City of Meridian Historic Preservation Commission (Meridian HPC) and Ada County Historic Preservation Council (Ada County HPC), as potentially interested parties; and

**WHEREAS**, the Applicant identified Tony Tseng (current owner of the subject real estate) as an interested party; and

**WHEREAS**, the Land Group Inc. (a subcontractor to the Applicant) identified the Settlers Irrigation District as an interested party; and

**WHEREAS**, the SHPO, Meridian HPC, Ada County HPC, Tony Tseng, and Settlers Irrigation District expressed a desire to consult on this Section 106 MOA, and along with the Corps and Applicant, are hereafter referred to as "the Consulting Parties". Contact information is presented for the consulting parties in Appendix B; and

**WHEREAS**, because of their roles and responsibilities as the applicant for the DA permits, the Corps has invited the Applicant to sign this MOA as an invited signatory; and

**NOW, THEREFORE**, the Corps and SHPO agree that should the Undertaking move forward to construction, the following Corps-enforced stipulations shall resolve adverse effects to historic properties associated with the Undertaking, and that these stipulations shall govern the Project and all of its parts unless this MOA expires or is terminated.

## **I. STIPULATIONS**

The Corps shall ensure that the following stipulation is implemented:

1. Treatment of Lemp Canal (10AA6408): To resolve the adverse effect to the historic canal, the Applicant shall arrange for a minimum of one interpretive sign that describes the history of the Lemp Canal to be developed and installed along the McMillian Road public walking path that will be constructed in association with the Baratza Subdivision.

- i. The Applicant will arrange for a person who meets the Secretary of the Interior's Professional Qualifications and Standards for History to conduct research on the Lemp Canal and prepare a draft of an interpretive sign that explains the significance of the Lemp Canal. The draft sign will be accompanied with a statement describing the proposed dimensions of the sign, selected weather-resistant material, installation location and placement information, and if the qualified person feels that more than one sign is warranted to explain the information.
- ii. When complete, the Applicant will submit the draft sign and statement to the Corps for review and comment.
- iii. Upon receipt of the draft sign and statement, the Corps will review the materials and provide comments as necessary. Once any potential comments have been resolved, the Corps will submit the draft sign and statement to the SHPO and City of Meridian HPC for a 30-day review period.
- iv. The Corps will consider any timely written comments. Should the SHPO and City of Meridian HPC not submit comments within 30 calendar days, the sign will be considered final. After finalization, the Corps will notify the Applicant, SHPO, and City of Meridian HPC.

Once the sign and statement are finalized, the applicant will arrange for the sign to be fabricated and installed following the specifications in the statement. This stipulation will be complete when the Applicant submits a photo of the installed sign to the Corps. The Corps will inform the SHPO when the stipulation has been complete.

## II. DISPUTE RESOLUTION

A signatory of this MOA may object at any time to any actions proposed or the manner in which the terms of this MOA are implemented by submitting the concern in writing to the Corps. Upon receipt, the Corps shall consult with the objecting party for 30 calendar days, or another agreed-upon time period, to resolve the objection. If the Corps determine that such objection cannot be resolved, the Corps will:

1. Forward all documentation relevant to the dispute, including the Corps' proposed resolution, to the ACHP. The ACHP shall provide the Corps with its advice on the resolution of the objection within 30 calendar days of receiving adequate documentation. Within 30 calendar days of the close of the agency's comment opportunity and prior to reaching a final decision on the dispute, the Corps shall prepare a written response that takes into account

any timely advice or comments regarding the dispute from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. The Corps will then proceed according to its final decision.

2. If the ACHP does not provide its advice regarding the dispute within the 30-calendar-day time period, the Corps may make a final decision on the dispute and proceed accordingly. Within 30 calendar days of the close of the agency's comment opportunity and prior to reaching such a final decision, the Corps shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties of the MOA and provide the signatories and concurring parties and the ACHP with a copy of such written responses.
3. Carry out all other actions subject to the terms of this MOA that are not the subject of the dispute and that remain unchanged.

### **III. AMENDMENTS**

Any signatory may request that this MOA be amended by submitting such a request to the Corps in writing. The Corps shall consult with the signatories and concurring parties for up to 30 calendar days after receiving the request for amendment, or another time period agreed to by all signatories in writing, concerning the necessity and appropriateness of the proposed amendment. Any signatory or consulting party may request the involvement of the ACHP during the amendment process. At the end of the consultation period, the Corps shall provide an amended MOA for signature by the signatories and concurring parties or a written statement describing why the Corps chose not to pursue an amendment to this MOA. The amendment shall be effective on the date a copy of the amendment is signed by all of the signatories and is filed with the ACHP.

### **IV. 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 signatories to attempt to develop an amendment per Stipulation VI, above. If within 30 calendar days of initial consultation on termination, 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. Termination shall be effective the day the Corps receives written notification.

Once the MOA is terminated, and prior to work continuing on the undertaking, the Corps must either a) execute an MOA pursuant to 36 C.F.R. 800.6 or b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. 800.7. The Corps shall notify the signatories as to the course of action it will pursue within 30 calendar days of the termination of this MOA, or within another time period agreed to by all parties in writing.

## **V. DURATION**

This MOA is effective on the date a copy of the MOA signed by all signatories is filed with the ACHP. The MOA will expire if its terms are not carried out within one year from the date of its execution. Prior to such time, the Corps may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V, above. The MOA shall be considered complete once all stipulations are finalized and approved by SHPO and Corps.

## **VI. EXECUTION IN COUNTERPART**

This MOA may be executed in counterparts, with a separate page for each Signatory. The Corps will ensure that each party is provided with a copy of the fully executed Agreement.

## **VII. CONTACT INFORMATION**

The contact information for each Signatory and Invited Signatory (collectively referenced as Signatories) to this MOA and for consulting parties may be updated without requiring an amendment to this MOA. An electronic message (email) exchanged among the contacts, indicating the updated information, shall be sufficient provided the signature authority for each Party is included in such communication.

## **VIII. EXECUTION**

Execution of this MOA by the Corps, SHPO, and the Applicants and implementation of its terms are evidence that the Corps took into account the effects of the undertaking on historic properties and afforded the ACHP and all concerned parties an opportunity to comment and satisfied the requirements of Section 106 of the NHPA (54 U.S.C. 306108) and applicable implementing regulations.

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**SIGNATORY:**

**U.S. Army Corps of Engineers, Walla Walla District**



Date: 11/5/2025

Kelly J. Urbanek  
Chief, Regulatory Division

Contact Information:

Anna Jansson  
Regulatory Archaeologist  
Portland and Walla Walla Districts  
333 SW 1st Ave  
Portland, OR 97204

Office: 503-808-4379  
Cell Phone: 971-295-1443  
Email: anna.m.jansson@usace.army.mil

Note: Signatures continued next page.

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**SIGNATORY:**

**Idaho State Historic Preservation Office**



Date: December 14, 2025

Janet Gallimore  
State Historic Preservation Officer

**Contact Information:**

Kayla McElreath  
Compliance Architectural Historian  
Idaho State Historic Preservation Office  
210 Main Street  
Boise, ID 83702

Phone: (208) 488-7473  
Email: [kayla.mcelreath@ishs.idaho.gov](mailto:kayla.mcelreath@ishs.idaho.gov)

Note: Signatures continued next page.

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**INVITED SIGNATORY:**

**Lennar Homes of Idaho**

  
Date: 11/5/25

#### Contact Information:

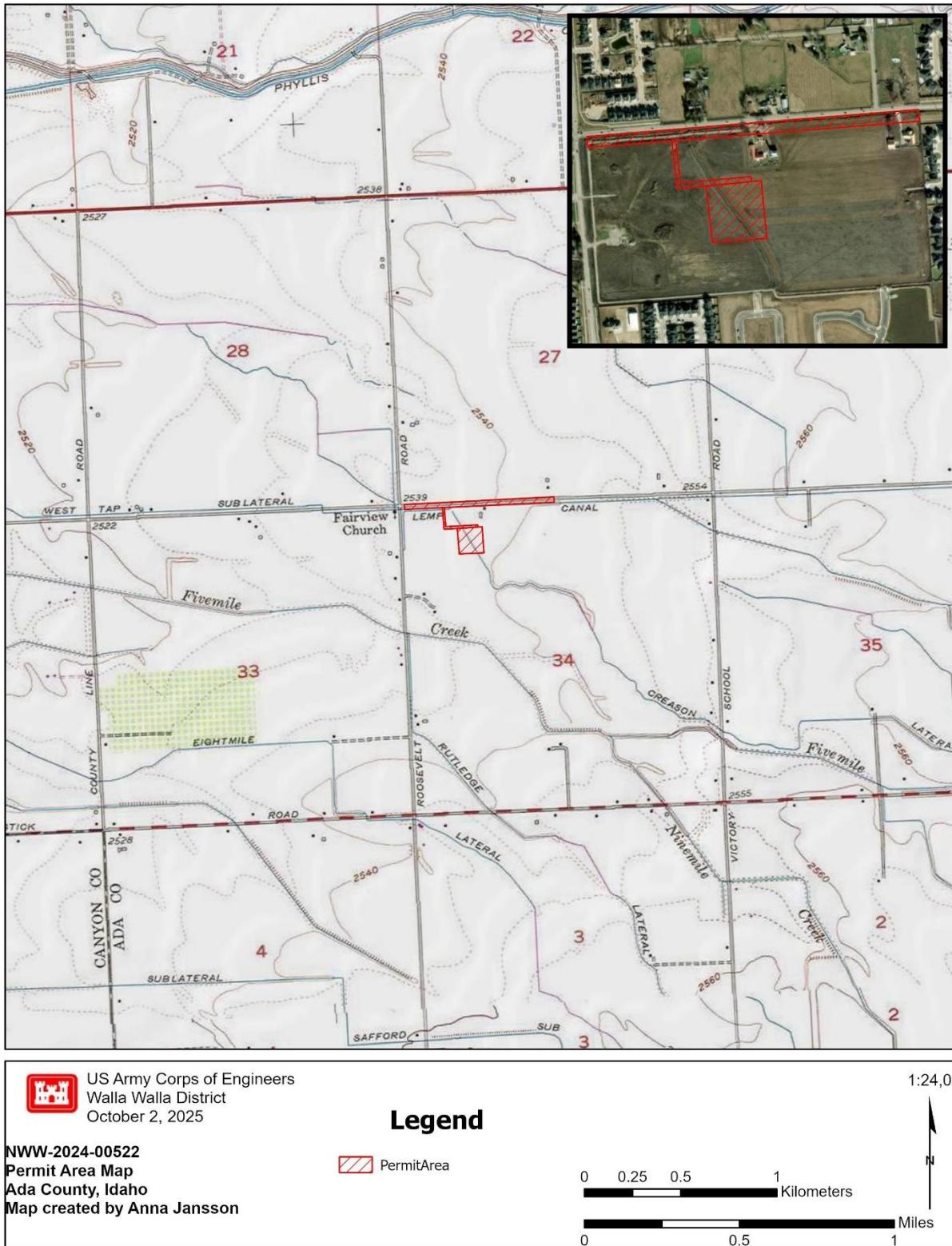
408 S. Eagle Rd., Ste 100  
Eagle, ID 83616

Phone: (208) 989-6553  
Email: michelle.ames@lennar.com

**Note: End of Signature Pages**

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## APPENDIX A: PERMIT AREA MAP



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## APPENDIX B: CONSULTING PARTIES

Organization	Name	Email	Phone number
Lennar Homes of Idaho (Applicant)	Michelle Ames	michelle.ames@lennar.com	208-989-6553
Ecosystem Sciences (Applicant's Agent)	Derek Risso	drisso@ecosystemsciences.com	208-383-0226
The Land Group	Matthew Adams	matt@thelandgroupinc.com	
The Land Group	Tyler Wolf	twolf@thelandgroupinc.com	
Current Landowner	Tony Tseng	Tony@l-3group.com	
Settlers Irrigation District	Mack Meyers	mack@settlersirrigation.org	
Ada County HPC	Brent Danielson	bdanielson@adacounty.id.gov	208-287-7913
City of Meridian HPC	Cassandra Schiffler	cschiffler@meridiancity.org	208-489-0399
SHPO	Kayla McElreath	kayla.mcelreath@ishs.idaho.gov	208-488-7473
Corps	Anna Jansson	anna.m.jansson@usace.army.mil	503-808-4379
Corps	Jason Achziger	jason.k.achziger@usace.army.mil	509-780-7552