

**HARRIS RANCH  
COMMUNITY INFRASTRUCTURE DISTRICT NO. 1**

**REIMBURSEMENT REQUESTS FOR ACCURED  
INTEREST ON CID PROJECTS**

**PROJECT SUBMITTED TO THE CITY OF BOISE: June 3, 2021**

**TABLE OF CONTENTS**  
**for**  
**ACCRUED INTEREST ON REIMBURSED CID PROJECTS**

- Project Description
- US Prime Rate History
- Interest Calculation Formula
- Wire Instructions
- Project & Bond Disbursement Overview

**1. GO BOND 2013 SUMMARY**

- A. GO13-5
  - i. Idaho Power ROW Easement
- B. GO13-7
  - i. Barber Road Design and Surveying
- C. GO13-8
  - i. North ½ Barber Road Engineering

**2. GO BOND 2015 SUMMARY**

- A. GO15B-1
  - i. Warm Springs Segment C 3<sup>rd</sup> Reimbursement
- B. GO15B-5
  - i. Deflection Berm
- C. GO15B-6
  - i. Wetland Improvements
- D. GO15B-7
  - i. 1<sup>st</sup> Roundabout Construction
- E. GO15B-8
  - i. Fuel Remediation
- D. GO15B-9
  - i. Idaho Power Bury Lines/Relocate

**3. GO BOND 2016 SUMMARY**

- A. GO16-1
  - i. Idaho Power Connection to Fire Station
- B. GO16-2
  - i. 1<sup>st</sup> Roundabout Construction
- C. GO16-3
  - i. 1<sup>st</sup> Roundabout Design 2<sup>nd</sup> Reimbursement
- D. GO16-4
  - i. Barber Road Segment B

- E. GO16-5
  - i. Warm Springs Bypass 1<sup>st</sup> Reimbursement

**4. GO Bond 2017 Summary**

- A. GO17A-2
  - i. Warm Springs Bypass 2<sup>nd</sup> Reimbursement

**5. GO BOND 2018 SUMMARY**

- A. GO18-2
  - i. Warm Springs Bypass 3<sup>rd</sup> Reimbursement

**6. GO BOND 2019 SUMMARY**

- A. GO19-1 (1)
  - i. Barber Junction Ponds – Land Value
- B. GO19-1 (2)
  - i. Sediment Basins/Barber Road – Land Value
- C. GO19-1 (3)
  - i. Storm Water Ponds WS Land Value 1<sup>st</sup> Reimbursement
- D. GO19-1 (4)
  - i. Warm Springs Creek Realignment – Land Value
- E. GO19-2 (1)
  - i. DHE Right of Way Vacation East Parkcenter
- F. GO19-2 (2)
  - i. Idaho Power Wise Way
- G. GO19-2 (3)
  - i. Sediment Basins/Barber Road – Construction
- H. GO19-2 (4)
  - i. Warm Springs Bypass 4<sup>th</sup> Reimbursement

## Project Description

Accrued interest on reimbursed CID projects.

Per CID Development Agreement Section 3.2 (vii), accrued interest is reimbursable.

“Interest during the period starting from the date of dedication, contribution or expenditure and the time which the Project Price or the Segment Price is paid calculated at the rate of interest equal to the prime rate as reported in the West Coast Edition of the Wall Street Journal Plus two (2) percent.”

Construction Projects start date for interest:

Per agreement with City of Boise Staff, Bond Council and Barber Valley Development, Inc./Harris Family Limited Partnership, LLC interest on expenditures starts on the date the project is completed or final invoice is paid.

Project reimbursement request submitted by Barber Valley Development, Inc. & Harris Family Limited Partnership, LLC



Doug Fowler

President Barber Valley Development



## Total Accrued Interest by Project Ownership

### Harris Family Limited Partnership

Total Project Amounts Reimbursed: \$4,125,548.25

**Total Project Amounts Interest Due: \$1,005,399.38**

### Barber Valley Development

Total Project Amounts Reimbursed: \$4,319,578.38

**Total Project Amounts Interest Due: \$390,945.75**

<b>February 2, 2005</b>	<b>5.50</b>	<b>All-Time High</b>
<b>March 22, 2005</b>	<b>5.75</b>	<b>Chart</b>
<b>May 3, 2005</b>	<b>6.00</b>	<b>Current Prime Rate</b>
<b>June 30, 2005</b>	<b>6.25</b>	<b>SITEMAP</b>
<b>August 9, 2005</b>	<b>6.50</b>	
<b>September 20, 2005</b>	<b>6.75</b>	
<b>November 1, 2005</b>	<b>7.00</b>	
<b>December 13, 2005</b>	<b>7.25</b>	
<b>January 31, 2006</b>	<b>7.50</b>	
<b>March 28, 2006</b>	<b>7.75</b>	
<b>May 10, 2006</b>	<b>8.00</b>	
<b>June 29, 2006</b>	<b>8.25</b>	
<b>September 18, 2007</b>	<b>7.75</b>	
<b>October 31, 2007</b>	<b>7.50</b>	
<b>December 11, 2007</b>	<b>7.25</b>	
<b>January 22, 2008</b>	<b>6.50</b>	
<b>January 30, 2008</b>	<b>6.00</b>	<b>Top of Document</b>
<b>March 18, 2008</b>	<b>5.25</b>	<b>All-Time High</b>
<b>April 30, 2008</b>	<b>5.00</b>	<b>Chart</b>
<b>October 8, 2008</b>	<b>4.50</b>	<b>Current Prime Rate</b>
<b>October 29, 2008</b>	<b>4.00</b>	<b>SITEMAP</b>
<b>December 16, 2008</b>	<b>3.25</b>	

<b>December 17, 2015</b>	<b>3.5</b>	
<b>December 15, 2016</b>	<b>3.75</b>	
<b>March 16, 2017</b>	<b>4.00</b>	
<b>June 15, 2017</b>	<b>4.25</b>	
<b>December 14, 2017</b>	<b>4.50</b>	
<b>Date of Rate Change</b>	<b>Rate (%)</b>	<b>Top of Document</b>
<b>March 22, 2018</b>	<b>4.75</b>	<b>All-Time High</b>
<b>June 14, 2018</b>	<b>5.00</b>	<b>Chart</b>
<b>September 27, 2018</b>	<b>5.25</b>	<b>Current Prime Rate</b>
<b>December 20, 2018</b>	<b>5.50</b>	<b>SITEMAP</b>
<b>July 31, 2019</b>	<b>5.25</b>	
<b>September 18, 2019</b>	<b>5.00</b>	
<b>October 30, 2019</b>	<b>4.75</b>	
<b>March 3, 2020</b>	<b>4.25</b>	
<b>Date of Rate Change</b>	<b>Rate (%)</b>	
<b>March 15, 2020</b>	<b>3.25</b>	
	<b>(The Current U.S. Prime Rate)</b>	

**December 16, 2020: The FOMC has voted to leave the target range for the fed funds rate at 0% - 0.25%. Therefore, the United States Prime Rate remains at 3.25%**

**The next FOMC meeting and decision on short-term interest rates will be on January 27, 2021.**

**Top of Document**

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**All-Time High**

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**Chart**

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**Current Prime Rate**

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**SITEMAP**

January, 2020	4.75
February, 2020	4.75
March, 2020	3.73
April, 2020	3.25
May, 2020	3.25
June, 2020	3.25
July, 2020	3.25
August, 2020	3.25
September, 2020	3.25
October, 2020	3.25
November, 2020	3.25
December, 2020	3.25
<b>Date (Month)</b>	<b>Rate (%)</b>
January, 2021	3.25
February, 2021	3.25
March, 2021	3.25
April, 2021	3.25

**May, 2021**

**3.25**  
(The Current U.S. Prime Rate)

**April 28, 2021: The FOMC has voted to leave the target range for the fed funds rate at 0% - 0.25%. Therefore, the United States Prime Rate remains at 3.25%**

**The next FOMC meeting and decision on short-term interest rates will be on June 16, 2021.**

**Section 3.2**      **Determining Project Price.**

(a) **Actual Costs.** The Project Price for an Acquisition Project or the Segment Price for a Segment, as applicable, shall be equal to the sum of the accepted bid (together with any approved change orders), and approved pursuant to Section 2.3 hereof, plus any other amounts that are not statutorily required to be bid pursuant to the Public Bid Requirements but are approved pursuant to Section 2.3 hereof, including but not limited to: (i) design and/or engineering of the Acquisition Project or Segment; (ii) construction and/or installation of the Acquisition Project or Segment pursuant to the Acquisition Project Construction Contract for such Acquisition Project or Segment; (iii) construction management services (not to exceed seven (7) percent of the total contract amount); (iv) inspection and supervision by the District of performance under such Acquisition Project Construction Contract; (v) the fair market value of the real property for rights of way, easements and other interests in real property which are part of or related to the segment; (vi) other miscellaneous and incidental costs including but not limited to legal, financial advisory, financing costs, appraisal, surveying and engineering costs expended by Owner for such Acquisition Project or Segment attributable to construction of the Acquisition Project or Segment approved in the Report, and (vii) interest during the period starting from the date of dedication, contribution or expenditure and the time which the Project Price or the Segment Price is paid calculated at the rate of interest equal to the prime rate as reported in the West Coast Edition of the Wall Street Journal plus two (2) percent from day-to-day, on the amounts expended for purposes of clauses (i) through (vi) for such Acquisition Project or Segment attributable to construction of the Segment approved by the Engineers as certified in the Certificate of Engineers for that Acquisition Project or Segment. No other financing charges, other than those described in section (vii) above will be allowed as an eligible component of the Project Price for an Acquisition Project or Segment.

(b) **Certificate of Engineers.** In the event a cost component of a Project Price or Segment Price pertains to two or more Acquisition Projects or Segments, such cost component shall be allocated among the Acquisition Projects or Segments by the District Engineer in a reasonable manner and such amount shall be certified in the Certificate of the Engineers for each Acquisition Project or Segment.

**Section 3.3**      **Conditions for Payment.** The District shall pay the Project Price or the Segment Price, as applicable, for and acquire from Owner, and Owner shall, subject to Section 5.1(a)(ii) below, accept the Project Price or the Segment Price, as applicable, for and sell to the District, each Acquisition Project or Segment as provided in Section 3.1 hereof after receipt of the Report and after receipt by the District Manager of the following with respect to such Acquisition Project or Segment, in form and substance reasonably satisfactory to the District Manager:

- (i) the Certificate of the Engineers;
- (ii) a warranty deed, plat dedication or easement from the Owner for such Necessary Public Property executed by an authorized officer of the Owner or such other satisfactory evidence of public ownership of such Necessary Public Property;

Wiring Instructions:

**Harris Family Limited Partnership**

Columbia State Bank  
Routing #125108272  
Account #9305756

**Barber Valley Development Inc.**

Columbia State Bank  
Routing #125108272  
Account #9303215

Accrued Interest Inco . & Harris Family Limited Partnership  
Barber Valley Develo.

Project Name	ID #/Naming per City	Completion Date of Project	Document Referenced for Date of Completion	Reimbursement Total	Date CID Reimbursement Received	Date Interest Accrual Calculated Through	Total Interest Due	Interest Amount Reimbursed	Accrued Interest Balance Due	Reimbursement Source	Entity
Idaho Power ROW Easement	GO13-5 Interest	7/30/2012	ROW Easement	\$ 33,000.00	11/26/2013	11/26/2013	\$ 2,297.34	\$ -	\$ 2,297.34	GO Bond 2013-5	Harris Family Limited Partnership
Barber Road Design and Surveying	GO 13-7 Interest	11/30/2009	Notorized letter from RiveRidge Engineering	\$ 37,106.07	4/2/2014	4/2/2014	\$ 8,448.75	\$ -	\$ 8,448.75	GO Bond 2013-7	Harris Family Limited Partnership
North 1/2 Barber Road Engineering	GO13-8 Interest	11/30/2009	Notorized letter from RiveRidge Engineering	\$ 25,094.00	4/2/2014	4/2/2014	\$ 5,700.04	\$ -	\$ 5,700.04	GO Bond 2013-8	Harris Family Limited Partnership
Warm Springs Segment C (3rd Reimbursement)	GO15B-1 Interest	11/2/2009	Knife River Final Invoice & Payment w/Cashiers Check	\$ 39,971.78	9/3/2015	9/3/2015	\$ 12,246.15	\$ -	\$ 12,246.15	GO Bond 2015B-1	Harris Family Limited Partnership
Deflection Berm	GO15B-5 Interest	11/4/2008	Agreement No 8420 Ada County & HFLP	\$ 420,800.00	9/1/2015	9/1/2015	\$ 151,133.49	\$ -	\$ 151,133.49	GO Bond 2015B-5	Harris Family Limited Partnership
Wetland Improvements	GO15B-6 Interest	1/9/2015	US Army Corps of Engineering Letter	\$ 42,577.55	9/3/2015	9/3/2015	\$ 1,451.43	\$ -	\$ 1,451.43	GO Bond 2015B-6	Barber Valley Development
1st Roundabout Construction (1st Reimbursement)	GO15B-7 Interest	8/18/2015	ACHD Acceptance for Maintenance	\$ 999,627.64	9/3/2015	9/3/2015	\$ 2,300.51	\$ -	\$ 2,300.51	GO Bond 2015B-7	Barber Valley Development
Fuel Remediation	GO15B-8 Interest	1/5/2012	Knife River Pay App & Check	\$ 70,491.79	9/3/2015	9/3/2015	\$ 13,556.15	\$ -	\$ 13,556.15	GO Bond 2015B-8	Barber Valley Development
Idaho Power Bury Lines/Relocate	GO15B-9 Interest	11/3/2014	Work Order No. 27398449	\$ 375,976.00	9/3/2015	9/3/2015	\$ 16,439.94	\$ -	\$ 16,439.94	GO Bond 2015B-9	Barber Valley Development
Idaho Power Connection to Fire Station	GO16-1 Interest	8/26/2010	Work Order No. 27327408	\$ 29,226.00	9/2/2016	9/2/2016	\$ 9,291.84	\$ -	\$ 9,291.84	GO Bond 2016-1	Barber Valley Development
1st Roundabout Construction (2nd Reimbursement)	GO16-2 Interest	8/18/2015	ACHD Acceptance for Maintenance	\$ 308,144.93	9/2/2016	9/2/2016	\$ 17,456.63	\$ -	\$ 17,456.63	GO Bond 2016-2	Barber Valley Development
1st Roundabout Design (2nd Reimbursement)	GO16-3 Interest	8/18/2015	ACHD Acceptance for Maintenance	\$ 186,818.08	9/2/2016	9/2/2016	\$ 10,570.57	\$ -	\$ 10,570.57	GO Bond 2016-3	Harris Family Limited Partnership
Barber Road Segment B	GO16-4 Interest	11/2/2009	Knife River Final Invoice & Payment w/Cashiers Check	\$ 345,838.83	9/2/2016	9/2/2016	\$ 124,727.01	\$ -	\$ 124,727.01	GO Bond 2016-4	Harris Family Limited Partnership
Warm Springs Bypass (1st Reimbursement)	GO16-5 Interest	1/12/2016	ACHD Acceptance for Maintenance	\$ 347,780.97	9/2/2016	9/2/2016	\$ 12,262.85	\$ -	\$ 12,262.85	GO Bond 2016-5	Barber Valley Development
Warm Springs Bypass (2nd Reimbursement)	GO17A-2 Interest	1/12/2016	ACHD Acceptance for Maintenance	\$ 1,088,081.32	10/18/2017	10/18/2017	\$ 110,581.85	\$ -	\$ 110,581.85	GO Bond 2017-A #1	Barber Valley Development
Warm Springs Bypass (3rd Reimbursement)	GO18-2 Interest	1/12/2016	ACHD Acceptance for Maintenance	\$ 289,712.85	9/2/2018	9/2/2018	\$ 47,661.72	\$ -	\$ 47,661.72	GO Bond 2018-2	Barber Valley Development
Barber Junction Ponds - Land Value	GO19-1 Interest	4/1/2017	Appraisal Report	\$ 654,000.00	10/4/2019	10/4/2019	\$ 112,438.72	\$ -	\$ 112,438.72	GO Bond 2019	Harris Family Limited Partnership
Sediment Basins/Barber Road - Land Value	GO19-1 Interest	7/6/2017	Easement Agreement	\$ 194,000.00	10/4/2019	10/4/2019	\$ 30,264.01	\$ -	\$ 30,264.01	GO Bond 2019	Harris Family Limited Partnership
Storm Water Ponds WS - Land Value (1st Reimbursement)	GO19-1 Interest	7/30/2010	Broker Opinion of Value \$1,456,733.00	\$ 958,979.49	10/4/2019	10/4/2019	\$ 504,784.46	\$ -	\$ 504,784.46	GO Bond 2019	Harris Family Limited Partnership
Warm Springs Creek Realignment - Land Value	GO19-1 Interest	4/15/2019	Appraisal Report	\$ 1,230,000.00	10/4/2019	10/4/2019	\$ 42,788.84	\$ -	\$ 42,788.84	Go Bond 2019	Harris Family Limited Partnership
DHE Right of Way Vacation - East Parkcenter	GO19-2 Interest	4/13/2017	Quitclaim Deed	\$ 12,979.84	10/4/2019	10/4/2019	\$ 2,205.94	\$ -	\$ 2,205.94	GO Bond 2019	Barber Valley Development
Idaho Power Wise Way	GO19-2 Interest	9/19/2013	Work Order No. 27392645	\$ 60,444.00	10/4/2019	10/4/2019	\$ 21,852.98	\$ -	\$ 21,852.98	GO Bond 2019	Barber Valley Development
Sediment Basins/Barber Road - Construction	GO19-2 Interest	7/6/2017	Easement Agreement	\$ 366,025.26	10/4/2019	10/4/2019	\$ 57,099.95	\$ -	\$ 57,099.95	GO Bond 2019	Barber Valley Development
Warm Springs Bypass (4th Reimbursement)	GO19-2 Interest	1/12/2016	ACHD Acceptance for Maintenance	\$ 328,510.23	10/4/2019	10/4/2019	\$ 78,783.96	\$ -	\$ 78,783.96	GO Bond 2019	Barber Valley Development

Total \$ 1,396,345.13

Accrued Interest Income HRCID#1  
 Barber Valley Development & Harris Family Limited Partnership  
 GO Bond 2013

Project Name	Naming Per City	Completion Date	Document Referenced	Reimbursement		Date CID Reimbursement Received	Total Interest Due	Interest Amount Reimbursed	Accrued Interest Balance Due	Reimbursement Source	Entity
				Total	Reimbursed						
Idaho Power ROW Easement	GO13-5 Interest	7/30/2012	ROW Easement Notarized Letter from Riveridge Engineering	\$ 33,000.00	\$ -	11/26/2013	\$ 2,297.34	\$ -	2,297.34	GO Bond 2013-5	Harris Family Limited Partnership
Barber Road Design and Surveying	GO13-7 Interest	11/30/2009	Notarized Letter from Riveridge Engineering	\$ 37,106.07	\$ -	4/2/2014	\$ 8,448.75	\$ -	8,448.75	GO Bond 2013-7	Harris Family Limited Partnership
North 1/2 of Barber Road Engineering	GO13-8 Interest	11/30/2009	Notarized Letter from Riveridge Engineering	\$ 25,034.00	\$ -	4/2/2014	\$ 5,700.04	\$ -	5,700.04	Go Bond 2013-8	Harris Family Limited Partnership



GO13-5

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	07/30/2012	33,000.00	1		
2 Payment	11/26/2013	33,000.00	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
						Interest	Principal	
Loan	07/30/2012		0.00	0.00	0.00	0.00	33,000.00	33,000.00
2012 Totals		0.00	0.00	0.00	0.00			
1	11/26/2013	33,000.00	2,297.34	0.00	33,000.00	2,297.34	0.00	2,297.34
2013 Totals		33,000.00	2,297.34	0.00	33,000.00			
Grand Totals		33,000.00	2,297.34	0.00	33,000.00			

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GO13-5

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An open balance of 2,297.34 still remains.



When Recorded return to:

Laura Bishop, Real Estate Specialist  
Lands & Right-of-Way Dept.  
Idaho Power Company  
P.O. Box 70  
Boise, ID 83707

[SPACE ABOVE FOR RECORDER'S USE ONLY]

## RIGHT-OF-WAY EASEMENT

ADA COUNTY HIGHWAY DISTRICT  
A PORTION OF EAST WARM SPRINGS AVENUE PARKWAY AT HARRIS RANCH

On this 22<sup>nd</sup> day of May, 2012, for Value Received, IDAHO POWER COMPANY, a corporation, with its principal place of business located at 1221 Idaho Street, Boise, Idaho ("Grantor") does hereby grant, bargain, sell and convey unto ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho ("Grantee") its successors and assigns, a perpetual right of way and easement for public roadway purposes, including the construction, maintenance, operation, repair and replacement of a public roadway for vehicular, bicycle and pedestrian traffic, including roadway improvements, bike path, landscaping, irrigation systems, surface drainage systems, street lights and utilities over and across the following described land owned by Grantor and situated in Ada County, State of Idaho (the "Easement Premises"), to wit:

*Refer to Exhibit 'A' - Description for ACHD Future East Warm Springs Avenue Parkway, attached hereto and made a part hereof.*

*Also, refer to Exhibit 'B' - Exhibit Drawing for Idaho Power - ACHD Future Warm Springs Ave. Parkway, attached hereto and made a part hereof.*

IT IS UNDERSTOOD AND AGREED that the rights hereby granted by this Right-of-Way Easement shall run with the land and shall be binding and inure to the benefit of the parties hereto, their successors and assigns, and are subject to the following conditions, to-wit:

1. Grantor does hereby reserve and retain for its own use and benefit:
  - (a) Ownership of all existing powerlines and appurtenant facilities located upon, over or across the Easement Premises described above, and;

(b) The right to erect and continue the operation, maintenance, repair, alteration (including, but not limited to, voltage or capacity upgrades and additional structures, and/or new structure locations), inspection, and replacement of present and future overhead and/or underground electric transmission, distribution and communications lines and circuits of Grantor, attached to towers, poles, props, guys or other supports, together with guys, crossarms and other attachments and incidental equipment thereon, and appurtenances, with the right to permit the attachment of the wires and fixtures of other companies or parties, over, under, on and across the Easement Premises.

2. Grantee agrees that any public utilities, as authorized herein, will be located underground and, after any excavation, trenching or other disturbance of the property, Grantee shall return Grantor's property substantially to its prior existing condition. At no time shall any building, structure or flammable material of any kind be placed or erected within the boundaries of said right-of-way by Grantee or by Grantee's successors or assigns.

3. Subject to the foregoing limitations, the Easement Premises may be used by Grantee for the purposes set forth herein, upon the condition that such acts do not interfere with any existing or future electrical lines of Grantor, or result in the violation of any state, local or federal law or regulation or the National Electrical Safety Code as the same now exist or may hereafter be amended.

4. Grantee shall indemnify and hold Grantor, its officers, directors and employees, harmless from any and all liability or claim of liability for injury or death of persons or damage to property related to the use of the Easement Premises for roadway purposes as described herein.

5. Grantee shall, at all times, be solely responsible for maintenance of any facilities, roads, paths, signs, and improvements the Grantee shall make within the Easement Premises.

6. The Grantee shall be responsible for any taxes and assessments, whether ad-valorem, general, specific or otherwise, which are assessed or levied upon or against the structures, fixtures, personal property or improvements that may be placed or made upon the easement area by the Grantee.

**[Signatures Appear on Next Page]**

IN WITNESS WHEREOF the parties have executed this Right-of-Way Easement as of the date first set forth above.

**GRANTOR:**

**IDAHO POWER COMPANY,  
AN IDAHO CORPORATION**

By: Angela Wood

Print Name: Angela Wood

Title: Leader, Lands & Right-of-Way  
Department

Date: May 15 2012

**GRANTEE:**

**ADA COUNTY HIGHWAY DISTRICT,  
A BODY POLITIC AND CORPORATE  
OF THE STATE OF IDAHO**

By: Gary Inselman

Print Name: Gary Inselman

Title: Development services Manager

Date: May 22, 2012

**LIST OF EXHIBITS:**

- Exhibit A** – Description of ACHD Future East Warm Springs Avenue Parkway
- Exhibit B** -- Exhibit Drawing for Idaho Power – ACHD Future Warm Springs Ave. Parkway

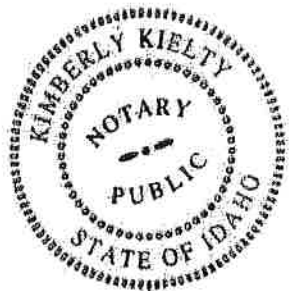
IDAHO POWER COMPANY ACKNOWLEDGMENT

STATE OF IDAHO )  
 ) ss.  
COUNTY OF Ada )

I, Kimberly Kielty (Notary's Name), a Notary Public, do hereby certify that on this 18 day of May, 2012, personally appeared before me ANGELA WOOD, LEADER, LANDS & RIGHT-OF-WAY DEPARTMENT, OF IDAHO POWER COMPANY who, being by me first duly sworn, declared that she is respectively the duly authorized person of Idaho Power Company, that she signed the foregoing document, and acknowledged to me that she executed the same as the free act and deed of said organization.

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

(NOTARY SEAL)



Kimberly Kielty  
Notary Public

My Commission Expires on: 11-8-14

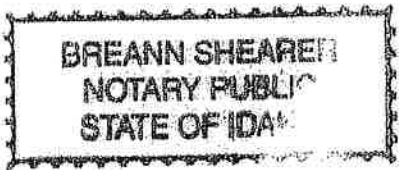
ADA COUNTY HIGHWAY DISTRICT ACKNOWLEDGMENT

STATE OF IDAHO )  
COUNTY OF Ada ) ss.

I, Breann Shearer (Notary's Name), a Notary Public, do hereby certify that on this 22<sup>nd</sup> day of May, 2012, personally appeared before me Gary Inselman, the Development Services Manager (insert title) OF ADA COUNTY HIGHWAY DISTRICT who, being by me first duly sworn, declared that he/she is respectively the duly authorized person of Ada County Highway District, that he/she signed the foregoing document, and acknowledged to me that he/she executed the same as the free act and deed of said organization.

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

(NOTARY SEAL)



Breann Shearer

Notary Public

My Commission Expires on: July 19, 2013

**EXHIBIT A**

Page 1 of 3

**DESCRIPTION OF ACHD FUTURE EAST WARM SPRINGS AVENUE PARKWAY**

**[Refer to attached legal description.]**



Description for ACHD  
Future East Warm Springs Avenue ParkwayParcel 1

A parcel of land located in a portion of the East 1/2 of the East 1/2 of the Northwest 1/4 of Section 29, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County Idaho, more particularly described as follows: Commencing at the North 1/4 corner of said Section 29 from which Northwest corner of said section 29 bears North 89°35'48" West, 2657.50 feet; thence along the northerly boundary line of said Section 29 North 89°35'48" West, 664.38 feet to the intersection with the westerly boundary line of the East 1/2 of the East 1/2 of the Northwest 1/4 of said Section 29; thence departing said northerly boundary line and along said westerly boundary line South 00°25'56" West, 1440.05 feet to the **REAL POINT OF BEGINNING**;

Thence departing said westerly boundary line and 39.93 feet along the arc of a non-tangent curve to the left having a radius of 2152.24 feet, a central angle of 01°03'47", and a long chord which bears North 38°33'16" East, a distance of 39.93 feet;

Thence 252.45 feet along the arc of a reverse curve to the right having a radius of 514.50 feet, a central angle of 28°06'50", and a long chord which bears North 52°04'47" East, a distance of 249.93 feet;

Thence South 64°00'52" East, 191.95 feet;

Thence 312.40 feet along the arc of a non-tangent curve to the left having a radius of 385.50 feet, a central angle of 46°25'50", and a long chord which bears South 61°09'45" West, a distance of 303.92 feet;

Thence 200.17 feet along the arc of a reverse curve to the right having a radius of 2,281.24 feet, a central angle of 05°01'39", and a long chord which bears South 40°27'40" West, a distance of 200.10 feet to a point on said westerly boundary line of the East 1/2 of the East 1/2 of the Northwest 1/4 of said Section 29;

Thence along said westerly boundary line North 00°25'56" East, 198.12 feet to the **REAL POINT OF BEGINNING**. Containing 1.18 acres, more or less;

Parcel 2

A parcel of land located in a portion of the East 1/2 of the East 1/2 of the Northwest 1/4 of Section 29, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County Idaho, more particularly described as follows: Commencing at the North 1/4 corner of said Section 29 from which Northwest corner of said section 29 bears North 89°35'48" West, 2657.50 feet; thence along the easterly boundary line of the East 1/2 of the East 1/2 of the Northwest 1/4 of said Section 29 South 00°28'58" West, 1267.96 feet to the **REAL POINT OF BEGINNING**;

Thence continuing along said easterly boundary line South 00°28'58" West, 25.49 feet to the intersection with the curved northerly right-of-way line of East Warm Springs Avenue;

Exhibit A - Page 3 of 3

Thence departing said easterly boundary line and along said curved northerly right-of-way line 132.67 feet along the arc of a non-tangent curve to the left having a radius of 4,815.00 feet, a central angle of  $01^{\circ}34'43''$ , and a long chord which bears North  $59^{\circ}02'52''$  West, a distance of 132.67 feet;

Thence departing said curved northerly right-of-way line South  $69^{\circ}26'40''$  East, 121.74 feet to the REAL POINT OF BEGINNING. Containing 1,417 square feet, more or less.



Idaho Power Company  
Grant of Right-of-Way Easement to  
Ada County Highway District - A Portion of East Warm Springs Avenue Parkway at Harris Ranch

7

[Refer to attached drawing.]

EXHIBIT DRAWING FOR IDAHO POWER - ACHD FUTURE WARM SPRINGS AVE. PARKWAY

Page 1 of 2

EXHIBIT B

#1828

4/10/2012

Idaho Power Company

\*\*33,000.00

Thirty-Three Thousand and 00/100\*\*\*\*\*

Idaho Power Company

856-999-X00001-143908 lands dept.

Idaho Power Company				4/10/2012		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/28/2012	Bill		33,000.00	33,000.00		33,000.00
				Check Amount		33,000.00

IntermountainComm. 856-999-X00001-143908 lands dept. 33,000.00

Idaho Power Company				4/10/2012		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/28/2012	Bill		33,000.00	33,000.00		33,000.00
				Check Amount		33,000.00

IntermountainComm. 856-999-X00001-143908 lands dept. 33,000.00

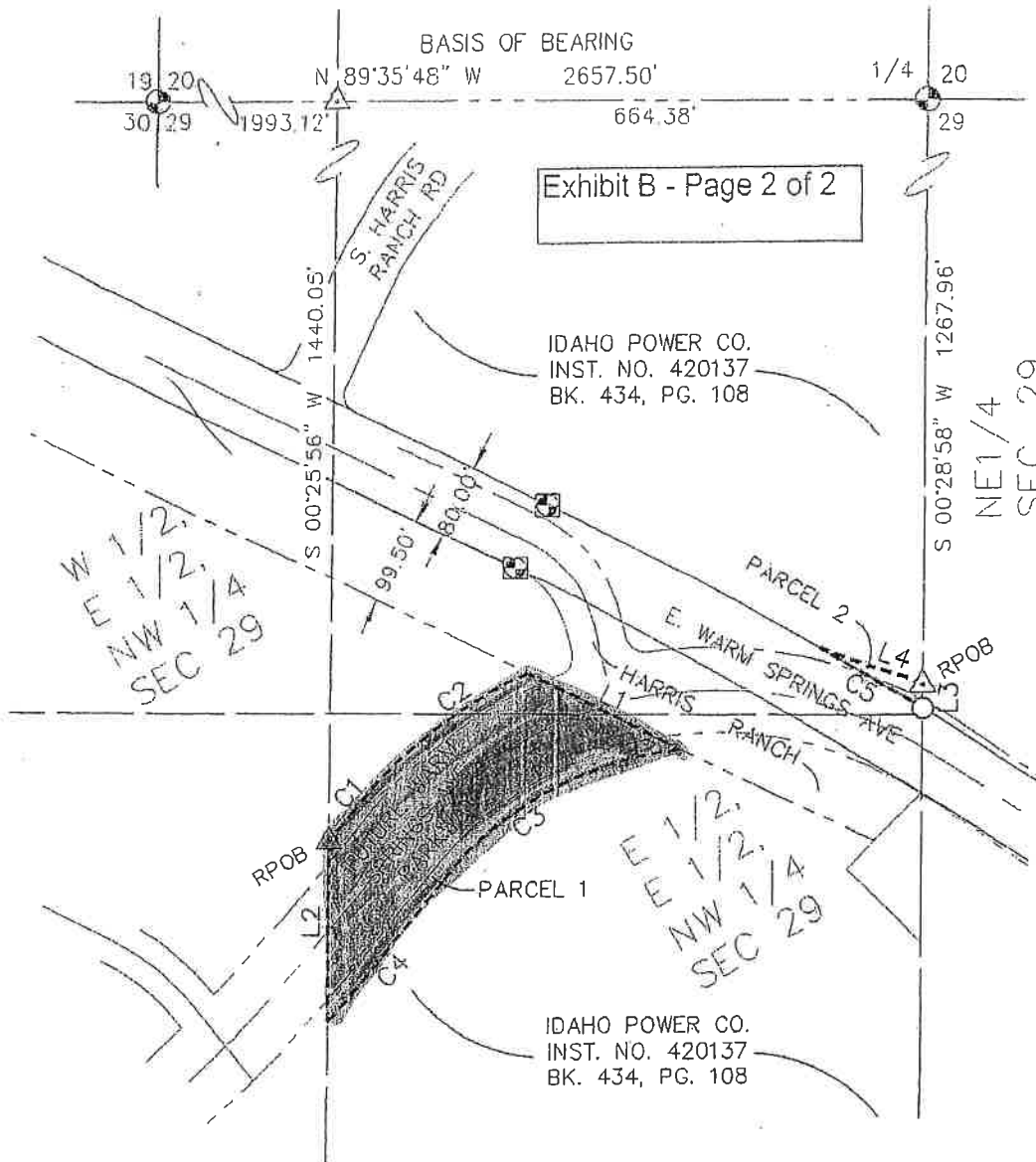


Exhibit B - Page 2 of 2

IDAHO POWER CO.  
INST. NO. 420137  
BK. 434, PG. 108

IDAHO POWER CO.  
INST. NO. 420137  
BK. 434, PG. 108

W 1/2,  
E 1/2,  
NW 1/4  
SEC 29

E 1/2,  
E 1/2,  
NW 1/4  
SEC 29

NE 1/4  
SEC. 29



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 64°00'52" E	191.95'
L2	N 00°25'56" E	198.12'
L3	S 00°28'58" W	25.49'
L4	S 69°26'40" E	121.74'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BRG.	DELTA
C1	2152.24'	39.93'	39.93'	N 38°33'16" E	1°03'47"
C2	514.50'	252.45'	249.93'	N 52°04'47" E	28°06'50"
C3	385.50'	312.40'	303.92'	S 61°09'45" W	46°25'50"
C4	2281.24'	200.17'	200.10'	S 40°27'40" W	5°01'39"
C5	4815.00'	132.67'	132.67'	N 59°02'52" W	1°34'43"

0 50 100 200 400  
SCALE: 1" = 200'



**IDAHO SURVEY GROUP, P.C.**  
 1450 E. WATERTOWER ST.  
 SUITE 150  
 MERIDIAN, IDAHO 83642  
 (208) 846-8570

Exhibit B - Page 2 of 2  
**IDAHO POWER-ACHD**  
**FUTURE WARM SPRINGS AVE. PARKWAY**  
 LOCATED IN PORTIONS OF THE E 1/2 OF THE E 1/2 OF THE NW 1/4 OF SECTION 29, T.3N., R.3E., B.M., BOISE CITY, ADA COUNTY, IDAHO

JOB NO. 10-084
SHEET NO. 1
DWG. DATE 08-26-11

S:\330 Projects\Warm Springs Ranch CD #1 (10-084)\dwg\ipco\00chd\deanEXR.dwg 8/26/2011 8:36:26 PM MDT

GO13-7

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	11/30/2009	37,106.07	1		
2 Payment	04/02/2014	37,106.07	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest		Principal Paid	Balance Due		Total
			Accrued	Paid		Interest	Principal	
Loan	11/30/2009		0.00	0.00	0.00	0.00	37,106.07	37,106.07
2009 Totals		0.00	0.00	0.00	0.00			
1	04/02/2014	37,106.07	8,448.75	0.00	37,106.07	8,448.75	0.00	8,448.75
2014 Totals		37,106.07	8,448.75	0.00	37,106.07			
Grand Totals		37,106.07	8,448.75	0.00	37,106.07			

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GO13-7

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An open balance of 8,448.75 still remains.

12/10/13

Harris Family Limited Partnership  
4940 E Mill Station Drive  
Boise, ID 83716-8628

This request is being sent to you to enable the CID Board to confirm the correctness of our records.

Our records indicate that you performed the following work and/or services in the amount of \$30,506.07 for the Engineering Design of Barber Road.

Please confirm that this agrees with your records by signing and returning this form. An addressed envelope is enclosed for this purpose. If you find any difference, please report the details to us in the space provided below.

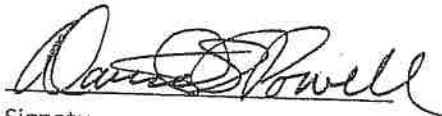
Kind regards,



Harris Family Limited Partnership  
4940 E Mill Station Rd. Ste 101-B  
Boise, ID 83716

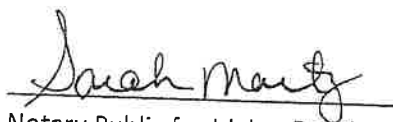
State of Idaho  
County of Ada

I, the undersigned, am the Vice President (title) of Riveridge (vendor) and hereby depose and say that the above amount(s) for 30,506.07 is correct and that we have submitted an invoice for such amount for such services and have received payment the same on November 30, 2009.

  
Signature  
Vice President  
Title

Subscribed and sworn to before me this 11 day of December, 2013.



  
Notary Public for Idaho, Residing at Boise  
Commission Expires 11/10/17



**Barber Road -Design & Surveying**

	<b>Total Cost</b>	<b>Reimbursed</b>	<b>Balance</b>	<b>Bond Issuance</b>
RiverRidge	30,506.07	30,506.07	-	GO Series 2013
ISG	6,600.00	6,600.00	-	GO Series 2013
<b>Totals</b>	<b>37,106.07</b>	<b>37,106.07</b>	-	

GO13-8

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	11/30/2009	25,034.00	1		
2 Payment	04/02/2014	25,034.00	1		
Principal First Allocation					

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
						Interest	Principal	
Loan	11/30/2009		0.00	0.00	0.00	0.00	25,034.00	25,034.00
2009 Totals		0.00	0.00	0.00	0.00			
1	04/02/2014	25,034.00	5,700.04	0.00	25,034.00	5,700.04	0.00	5,700.04
2014 Totals		25,034.00	5,700.04	0.00	25,034.00			
Grand Totals		25,034.00	5,700.04	0.00	25,034.00			

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GO13-8

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An open balance of 5,700.04 still remains.

12/10/13

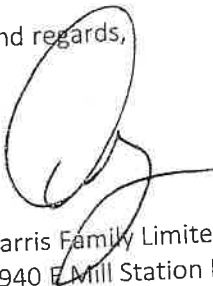
Harris Family Limited Partnership  
4940 E Mill Station Drive  
Boise, ID 83716-8628

This request is being sent to you to enable the CID Board to confirm the correctness of our records.

Our records indicate that you performed the following work and/or services in the amount of 25,034.00 for the Engineering Design of North Half of Barber Road.

Please confirm that this agrees with your records by signing and returning this form. An addressed envelope is enclosed for this purpose. If you find any difference, please report the details to us in the space provided below.


Kind regards,



Harris Family Limited Partnership  
4940 E Mill Station Rd. Ste 101-B  
Boise, ID 83716

State of Idaho  
County of Ada

I, the undersigned, am the VICE PRESIDENT (title) of Riveridge (vendor) and hereby depose and say that the above amount(s) for 25,034.00 is correct and that we have submitted an invoice for such amount for such services and have received payment the same on November 30, 2009.



Signature  
VICE PRESIDENT  
Title

Subscribed and sworn to before me this 11 day of December, 20 13.



Sarah Martz  
Notary Public for Idaho, Residing at Boise  
Commission Expires 11/10/17

**North 1/2 Barber Road**

	<b>Total Cost</b>	<b>Reimbursed</b>	<b>Balance</b>	<b>Bond Issuance</b>
RiverRidge	25,034.00	25,034.00	-	GO series 2013
<b>Totals</b>	<b>25,034.00</b>	<b>25,034.00</b>	<b>-</b>	

Accrued Interest Income HRCID#1  
 Barber Valley Development & Harris Family Limited Partnership  
 GO Bond 2015

Project Name	Naming Per City	Completion Date	Document Referenced	Reimbursement		Date CID Reimbursement Received		Interest Amount Reimbursed	Accrued Interest Balance Due	Reimbursement Source	Entity
				Total		Received	Total Interest Due				
Warm Springs Segment C 3rd Reimbursement	GO15B-1 Interest	11/2/2009	Knife River Final Invoice & Payment w/ Cashiers Check Agreement No. 8420 Ada	\$ 39,971.78		9/3/2015	\$ 12,246.15	\$ -	12,246.15	Go Bond 2015B-1	Harris Family Limited Partnership
Deflection Berm	GO15B-5 Interest	11/4/2008	County & HFLP US Army Corps of Engineering Letter	\$ 420,800.00		9/1/2015	\$ 151,133.49	\$ -	151,133.49	Go Bond 2015B-5	Harris Family Limited Partnership
Wetland Improvements 1st Roundabout Construction (1st Reimbursement)	GO15B-6 Interest	1/9/2015	ACHD Acceptance for Maintenance	\$ 42,577.55		9/3/2015	\$ 1,451.43	\$ -	1,451.43	GO Bond 2015B-6	Barber Valley Development
Fuel Remediation	GO15B-7 Interest	8/18/2015		\$ 999,627.64		9/3/2015	\$ 2,300.51	\$ -	2,300.51	GO Bond 2015B-7	Barber Valley Development
	GO15B-8 Interest	1/5/2012	Knife River Pay App & Check	\$ 70,491.79		9/3/2015	\$ 13,556.15	\$ -	13,556.15	GO Bond 2015B-8	Barber Valley Development
Idaho Power Bury Lines/Relocate	GO15B-9 Interest	11/3/2014	Work Order No. 27398449	\$ 375,976.00		9/3/2015	\$ 16,439.94	\$ -	16,439.94	GO Bond 2015B-9	Barber Valley Development

GO15B-1

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	11/02/2009	39,971.78	1		
2 Payment	09/03/2015	39,971.78	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
						Interest	Principal	
Loan	11/02/2009		0.00	0.00	0.00	0.00	39,971.78	39,971.78
2009 Totals		0.00	0.00	0.00	0.00			
1	09/03/2015	39,971.78	12,246.15	0.00	39,971.78	12,246.15	0.00	12,246.15
2015 Totals		39,971.78	12,246.15	0.00	39,971.78			
Grand Totals		39,971.78	12,246.15	0.00	39,971.78			

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GO15B-1

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An open balance of 12,246.15 still remains.



THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE AND HOLOGRAM. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.



**Intermountain  
COMMUNITY BANK**



# Official Check

Date: 11/02/09  
16-4220/1220  
0160669

REMITTER HARRIS FAMILY LIMITED PARTNERSHIP  
**PAY** EXACTLY \*\*852,438 AND 41/100 DOLLARS  
**TO THE** KNIFE RIVER  
**ORDER OF**

\$852,438.41

DRAWER: INTERMOUNTAIN COMMUNITY BANK

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.  
P.O. BOX 9479 MINNEAPOLIS, MN 55480  
DRAWEE: PREFERRED BANK, LOS ANGELES, CA

⑈ 160669⑈ ⑆ 122042205⑆ 0160011680765⑈



Intermountain  
COMMUNITY BANK

# OFFICIAL CHECK

0160669

DATE: 11/02/09

REMITTER: HARRIS FAMILY LIMITED PARTNERSHIP

ORIGINATOR: LORIM  
TIME: 12:20:49  
CK AMT: \$852,438.41  
FEE AMT: \$.00  
TOTAL: \$852,438.41

TO: KNIFE RIVER

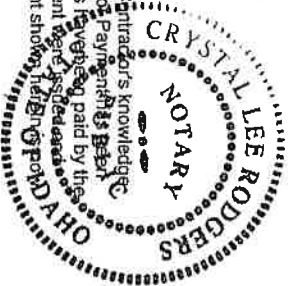
NON-NEGOTIABLE

**Application and Certificate For Payment**

To Owner: HARRIS FAMILY LIMITED PARTNERSHIP BOISE, ID 83716		Project: WARM SPRINGS REDALLAS HARRIS	
From: Knife River - Southern Idaho Division (Contractor): 5450 W. Gowen Road Boise, ID 83709 Phone: (208)362-6152		Contractor Job Number: 2596011 Via (Architect):	
Contractor's Application For Payment		Contract For: SCHEDULE C	
Change Order Summary		Application No: 3 Date: 08/31/2009	
Change Orders approved in previous months by owner: 3,114.00		Invoice #: 10309	
Number: 002 Date Approved: 8/31/09		Period To: 08/31/2009	
Additions: 3,114.00		Architect's Project No:	
Deductions: (85,498.50)		Contract Date: 08/31/2009	
Total this period: (85,498.50)			
Net Change by Change Orders: (82,384.50)			

Number	Date Approved	Additions	Deductions
002	8/31/09		(85,498.50)
Total this period:			(85,498.50)
Net Change by Change Orders		(82,384.50)	

Date: 9-4-09  
 Project: **Harris Ranch**  
 Approved: \_\_\_\_\_



The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts requested have been paid by the Contractor for work for which previous Certificates for Payment have been issued, and that payments received from the Owner, and that current payment shown here is not in arrears.

Contractor: Knife River  
 By: Ruth Palmer  
 State of: Idaho County of: Ada Date: 9/4/09  
 Subscribed and sworn to before me this 08th day of September  
 (Year), Notary public: Crystal Lee Rodgers  
 My commission expires July 09, 2015

**Architect's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Original contract sum	523,488.58
Net change by change orders	(82,384.50)
Contract sum to date	441,104.08
Total completed and stored to date	441,104.08
Retainage	
5.0% of completed work	22,055.22
___ % Stored Materials	
Total retainage	22,055.22
Total earned less retainage	419,048.86
Less previous certificates of payment	355,044.42
Current Sales Tax	
___ % of taxable amount	
Current sales tax (this period)	
Current payment due	64,004.44
Balance to finish, including retainage	22,055.22

Architect: \_\_\_\_\_  
 By: David Powell Date: 9/09/09

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



**Southern Idaho Division**

5450 W. Gowen Road  
Boise, Idaho 83709  
Phone: 208-362-6152  
Fax: 208-362-6199

Customer: 434896  
HARRIS FAMILY LIMITED PARTNERSHIP  
4940 E MILL STATION  
BOISE ID 83716

Contract Billing		
Invoice No. 10309	Invoice Date 08/31/09	Job No. 5170
Appl No. 3	Adjust No.	Est Initials
Job Description DALLAS HARRIS ESTATES 1 SCH C		
Cust Ref No. DALLAS HARRIS EST 1 SCH C		

Bid Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
1	MOBILIZATION	1.00	EA	10,712.00	10,712.00	1.00	10,712.00				
2	DEMO OF EXIST HOUSE/SHED/M ISC	1.00	LS	9,975.00	9,975.00	1.00	9,975.00				
3	ASBESTOS ABATEMENT	1.00	LS	5,387.03	5,387.03	1.00	5,387.03				
4	MOVE EXISTING SILO	1.00	LS	525.00	525.00	1.00	525.00				
5	NEW FENCING	625.00	LF	5.50	3,437.50	625.00	3,437.50				
6	CLEAR/GRUB INCLD FENCE REMO	1.00	LS	6,000.00	6,000.00	1.00	6,000.00				
8	TOPSOIL STRIP/STOCKPILE	13,914.00	CY	1.05	14,609.70	13914.00	14,609.70				
9	MASS EXCAVATION & STOCKPIL E	52,705.00	CY	2.20	115,951.00	52705.00	115,951.00				
10	MASS EMBANKMENT/BORROW ONSITE	45,681.00	CY	1.05	47,965.05	45681.00	47,965.05				
11	PLACE TOPSOIL OVER LOT AREA	9,368.00	CY	1.30	12,178.40	9368.00	12,178.40				
12	TRAFFIC CONTROL	1.00	LS	3,080.00	3,080.00	1.00	3,080.00				
14	WETLANDS OVER EX & STOCKPILE	5,280.00	CY	2.75	14,520.00	5280.00	14,520.00				
15	TEMP INFILTRATN BASIN 19'x44'	186.00	CY	24.80	4,612.80	186.00	4,612.80				
16	18" ADS CULVERT	100.00	LF	18.40	1,840.00	100.00	1,840.00				
17	18" END SECTIONS	2.00	EA	285.00	570.00	2.00	570.00				
18	GRASSY SWALE DITCH	800.00	LF	2.80	2,240.00	800.00	2,240.00				
19	ARMORED SWALE DITCH	2,500.00	LF	3.20	8,000.00	2500.00	8,000.00				
20	ROCK CHECK DAMS	16.00	EA	132.00	2,112.00	16.00	2,112.00				
21	CUT ROADWAY TO SUBGRADE	4,700.00	CY	2.35	11,045.00	4700.00	11,045.00				
22	ROAD & SIDEWALK SUBGADE	10,790.00	SY	.60	6,474.00	10790.00	6,474.00				
23	6" MINUS UNCRUSHED AGG SUBBASE	10,771.00	TN	8.50	91,553.50	10771.00	91,553.50				



**Southern Idaho Division**

5450 W. Gowen Road  
Boise, Idaho 83709  
Phone: 208-362-6152  
Fax: 208-362-6199

Customer: 434896  
HARRIS FAMILY LIMITED PARTNERSHIP  
4940 E MILL STATION  
BOISE ID 83716

Contract Billing		Job No.	
Invoice No.	10309	Invoice Date	08/31/09
Appl No.	3	Adjust No.	
Job Description		Est Initials	
DALLAS HARRIS ESTATES 1 SCH C			
Cust Ref No. DALLAS HARRIS EST 1 SCH C			

Bid Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
24	3/4" MINUS CRUSHED AGG BASE	1,965.00	TN	19.80	38,907.00	1965.00	38,907.00	1965.00	38,907.00	0.00	0.00
25	2.5" ASPHALT CONCRETE	630.00	TN	71.50	45,045.00	630.00	45,045.00	0.00	0.00	630.00	45,045.00
26	3" ASPHALT CONCRETE	380.00	TN	74.15	28,177.00	380.00	28,177.00	0.00	0.00	380.00	28,177.00
27	PREPARE SCHD ESC PLAN ENOI	1.00	LS	1,308.00	1,308.00	1.00	1,308.00	1.00	1,308.00	0.00	0.00
28	INLET SEDIMENT PROTECTION	11.00	EA	76.30	839.30	11.00	839.30	0.00	0.00	11.00	839.30
29	SILT FENCE	390.00	LF	2.75	1,072.50	390.00	1,072.50	390.00	1,072.50	0.00	0.00
30	INSPECT & MAINTAIN BMP's	1.00	LS	1,656.80	1,656.80	1.00	1,656.80	.75	1,242.60	.25	414.20
31	STREE SIGNS	6.00	EA	175.00	1,050.00	6.00	1,050.00	0.00	0.00	6.00	1,050.00
32	STRIPES & SYMBOLS	1.00	LS	3,920.00	3,920.00	1.00	3,920.00	0.00	0.00	1.00	3,920.00
33	AREATION SYSTEM (IF REQUIRED)	2.00	EA	3,270.00	6,540.00	2.00	6,540.00	0.00	0.00	2.00	6,540.00
34	MASS EMBANKMENT / BORROW	100.00	CY	15.60	1,560.00	100.00	1,560.00	0.00	0.00	100.00	1,560.00
35	UNSUITABLE MATERIAL EXCAVATION	100.00	CY	31.90	3,190.00	100.00	3,190.00	0.00	0.00	100.00	3,190.00
36	BOUNDS (IF REQUIRED)	1.00	EA	1,635.00	1,635.00	1.00	1,635.00	1.00	1,635.00	0.00	0.00
37	CONSTR FENCE GRADEWETLAND S	7,900.00	LF	2.00	15,800.00	7900.00	15,800.00	900.00	1,800.00	7000.00	14,000.00
<b>Total Original Amount:</b>					\$ 523,488.58	\$ 523,488.58	\$ 523,488.58	\$ 370,616.98	\$ 152,871.60		
001	CO1 FRENCH DRAIN	180.00	LF	17.30	3,114.00	180.00	3,114.00	180.00	3,114.00	0.00	0.00
<b>Total CO1 FRENCH DRAIN</b>					\$ 3,114.00	\$ 3,114.00	\$ 3,114.00	\$ 0.00	\$ 3,114.00	\$ 0.00	\$ 0.00
002	CO2 C2: ADDS & DEDUCTS SCH C	1.00	LS	85,498.50	85,498.50-	1.00	85,498.50-	0.00	0.00	1.00	85,498.50-



**Southern Idaho Division**

5450 W. Gowen Road  
Boise, Idaho 83709  
Phone: 208-362-6152  
Fax: 208-362-6199

Customer: 434896  
HARRIS FAMILY LIMITED PARTNERSHIP  
4940 E MILL STATION  
BOISE ID 83716

Contract Billing		
Invoice No. 10309	Invoice Date 08/31/09	Job No. 5170
Appl No. 3	Adjust No.	Est Initials
Job Description DALLAS HARRIS ESTATES 1 SCH C		
Cust Ref No. DALLAS HARRIS EST 1 SCH C		

C/O	Bid Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
		<b>Total C2 - ADDS &amp; DEDUCTS SCHD C</b>			\$ 85,498.50-	\$ 85,498.50-		\$ 85,498.50-		\$ 0.00		\$ 85,498.50-
		<b>Subtotal Amount:</b>			\$ 441,104.08	\$ 441,104.08		\$ 441,104.08		\$ 373,730.98		\$ 67,373.10
		RETN RETAINAGE				(22,055.22)		\$ (22,055.22)		(18,686.56)		(3,368.66)
		<b>Total Invoice Amount:</b>				\$ 419,048.86		\$ 419,048.86		\$ 355,044.42		\$ 64,004.44

Previous Invoices: \$ 355,044.42  
 Current Invoices: \$ 64,004.44  
 Total Amount Billed to Date: \$ 419,048.86  
 Total Payments Received to Date: \$ 0.00

**Total Outstanding: \$ 419,048.86**

## GO15B-5

Rate Period ..... : Annual

Nominal Annual Rate .... : 6.000 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	11/04/2008	420,800.00	1		
2 Rate Change	12/16/2008	Rate: 5.250 %		Rate Period: Annual	
3 Payment	09/01/2015	420,800.00	1		
	Principal First Allocation				

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
						Interest	Principal	
Loan	11/04/2008		0.00	0.00	0.00	0.00	420,800.00	420,800.00
Rate	12/16/2008		2,905.25	0.00	0.00	2,905.25	420,800.00	423,705.25
	12/16/2008	Rate: 5.250 %						
								Rate Period: Annual
2008 Totals		0.00	2,905.25	0.00	0.00			
1	09/01/2015	420,800.00	148,228.24	0.00	420,800.00	151,133.49	0.00	151,133.49
2015 Totals		420,800.00	148,228.24	0.00	420,800.00			
Grand Totals		420,800.00	151,133.49	0.00	420,800.00			

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GO15B-5

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An open balance of 151,133.49 still remains.



WRITTEN AGREEMENT BETWEEN ADA COUNTY AND HARRIS FAMILY LIMITED PARTNERSHIP AND HARRIS/BRIGHTON, LLC FOR EXCHANGE OF PROPERTY

THIS AGREEMENT FOR EXCHANGE OF PROPERTY (the "Agreement") is made as of the 4 day of November 2008, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho (the "County"), the Harris Family Limited Partnership, an Idaho limited partnership ("Harris Family"), and Harris/Brighton, LLC, a limited liability company ("Harris/Brighton"), upon the following terms and conditions:

**Recitals**

- A. County owns property from the East Park Center Bridge to New Eckert Road and uses said property as a Greenbelt.
- B. Harris Family and Harris/Brighton own property near the Boise River.
- C. County, Harris Family, and Harris/Brighton have agreed to cooperate to exchange property so that the Greenbelt can be moved in closer proximity to the Boise River and so that Greenbelt Property that is near Warm Springs Avenue can be developed and a deflection berm can be constructed near Barber Dam.
- D. Harris/Brighton is comprised of two members: the Harris Family Ranch, LLP (comprised of three of the same family members who comprise Harris Family) and Brighton Investments, LLC.
- E. County has agreed to transfer to the Harris Family Greenbelt Property that is near Warm Springs Avenue, subject to a Greenbelt pathway easement for use of the entire property as the existing Greenbelt pathway until such time as the new Greenbelt is constructed and open for bike use from near the East Park Center Bridge to Lysted Road;
- F. Harris Family has agreed to transfer to County, a strip of land approximately sixteen (16) feet wide that is located as near as practicable to the 200 foot setback from the Boise River, subject to Harris Family easements for drainage pipes and landscaping;
- G. Harris Family has also agreed to transfer to County approximately 2.07 acres near Barber Dam and the Barber Dam embankment;
- H. County has agreed to transfer to Harris/Brighton Greenbelt Property located near Warm Springs Avenue, subject to a Greenbelt pathway easement for use of the entire property for the existing Greenbelt pathway until such time as the new Greenbelt is constructed and open for bike use from near the East Park Center Bridge to Eckert Road;
- I. Harris/Brighton has agreed to transfer to County approximately 5.26 acres near Barber Dam, and a thirty-three foot (33') wide perpetual road easement for ingress and egress to County's Barber Dam property.

J. In addition to the land exchanges and grants of easement, County, Harris Ranch and Harris/Brighton have made other agreements regarding actions that will take place in the future. These agreements are outlined in Articles V, VI and VII.

K. The properties that are the subject of this agreement have been appraised and have substantially and materially equal value.

L. County, Harris Family, and Harris/Brighton desire, by the terms of this Agreement, to set forth the terms and conditions for the exchange of their respective properties.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

#### Article I Conveyance of Parcels and Easements

1.1 County Parcel 1. Subject to the terms and conditions hereof, County agrees to convey to Harris Family and Harris Family agrees to accept from County, subject to the contingencies herein provided, that certain parcel of real estate depicted on the drawing attached hereto as Exhibit "A" and legally described on Exhibit "B" attached hereto and made a part hereof, including, without limitation, all rights, privileges, easements and appurtenances, if any, thereunto belonging (collectively, the "County Parcel 1").

1.1.1 County Parcel 1 shall be subject to two (2) easements, one easement for the property east of Old Eckert Road and the other easement for the property west of Old Eckert Road, in substantially the form attached hereto as Exhibit C-1 and C-2 and made a part hereof, from Harris Family to County for the existing Greenbelt pathway. Said easements shall allow for County use of the property for the existing Greenbelt pathway to ensure a continuous uninterrupted Greenbelt pathway until such time as the new Greenbelt pathway is constructed and open for bike use from near the East Park Center Bridge to Lysted Road.

1.2 Harris Family Parcels. Subject to the terms and conditions hereof, Harris Family agrees to convey to County, and County agrees to accept from Harris Family, subject to the contingencies herein provided, the following parcels of real estate (collectively the "Harris Family Parcels") each including, without limitation, all rights, privileges, easements and appurtenances, if any, thereunto belonging:

1.2.1 That certain real property depicted on Exhibit "A" and legally described on Exhibit "D" attached hereto and made a part hereof ("Harris Berm Parcel").

1.2.2 That certain real property being approximately sixteen (16) feet in width and located approximately two hundred (200) feet north of the Boise River depicted on Exhibit "A" and legally described on Exhibit "E" attached hereto and made a part hereof ("Harris Greenbelt Parcel") subject to an easement in substantially the form attached hereto as Exhibit F and made a part hereof from County for the installation, maintenance, repair and replacement of drainage pipes running underneath the greenbelt to be constructed thereon for drainage of surface

water from property owned by Harris Family and for the installation, maintenance and replacement of landscaping in a form reasonably acceptable to County and Harris Family.

1.2.3 That certain real property depicted on Exhibit "A" and legally described on Exhibit "G" attached hereto and made a part hereof ("the Barber Dam Embankment Parcel").

1.3 County Parcel 2. Subject to the terms and conditions hereof, County agrees to convey to Harris/Brighton, and Harris/Brighton agrees to accept from County, subject to the contingencies herein provided, that certain parcel of real estate depicted on Exhibit "A" legally described on Exhibit H attached hereto and made a part hereof, including, without limitation, and all rights, privileges, easements and appurtenances, if any, thereunto belonging (collectively, the "County Parcel 2").

1.3.1 County Parcel 2 shall be subject to an easement, in substantially the form attached hereto as Exhibit I and made a part hereof, from Harris/Brighton for the existing Greenbelt pathway. Said Easement shall allow for County use of the entire property for the existing Greenbelt pathway until such time as the new Greenbelt pathway is constructed and open for bike use from near the East Park Center Bridge to Eckert Road.

1.4 Harris/Brighton Parcel. Subject to the terms and conditions hereof, Harris/Brighton agrees to convey to County, and County agrees to accept from Harris/Brighton, subject to the contingencies herein provided, that certain parcel of real estate depicted on Exhibit "A" and legally described on Exhibit "J" attached hereto and made a part hereof, including, without limitation, all rights, privileges, easements and appurtenances, if any, thereunto belonging (collectively, the "Harris/Brighton Parcel").

1.5 Harris/Brighton shall convey a thirty-three foot (33')-wide perpetual road easement, in substantially the form attached hereto as Exhibit K and made a part hereof, to County for ingress and egress to County's Barber Dam property.

## Article II Consideration

As consideration for County transferring County Parcel 1 to the Harris Family, Harris Family shall simultaneously transfer Harris Family Parcels to County by warranty deed in substantially the form provided in Exhibit L attached hereto and made a part hereof. Harris Family shall simultaneously execute the Greenbelt easements, attached hereto as Exhibits C-1 and C-2. As consideration for Harris Family transferring Harris Family Parcels to County, County shall simultaneously transfer County Parcel 1 to Harris Family by warranty deed in substantially the form provided in Exhibit L. County shall simultaneously execute the drainage pipes and landscaping easement, attached hereto as Exhibit G.

As consideration for County transferring County Parcel 2 to Harris/Brighton, Harris/Brighton shall simultaneously transfer Harris/Brighton Parcel to County by warranty deed in substantially the form provided in Exhibit L attached hereto and made a part hereof. Harris/Brighton shall simultaneously execute the Greenbelt easement, attached hereto as Exhibit I and the 33' wide road easement attached hereto as Exhibit K. As consideration for

Harris/Brighton transferring Harris/Brighton Parcel to County, County shall simultaneously transfer County Parcel 2 to Harris/Brighton by warranty deed in substantially the form provided in Exhibit L.

### Article III Contingencies

This Agreement shall be further contingent upon the following conditions that must be satisfied or waived by the party benefitted by the condition within forty-five (45) days from the date of execution of this exchange agreement:

3.1 Environmental Audit. County shall have determined that there are no material environmental hazards on Harris Family Parcels and Harris/Brighton Parcel prior to the Closing Date. The County may waive the performance of an environmental audit on the Harris Family Parcels and the Harris/Brighton Parcel.

3.2 Environmental Audit. Harris Family shall have determined that there are no material environmental hazards on County Parcel 1 prior to the Closing Date. The Harris Family may waive the performance of an environmental audit on the County's Parcel 1.

3.3 Environmental Audit. Harris/Brighton shall have determined that there are no material environmental hazards on County Parcel 2 prior to the Closing Date. Harris/Brighton may waive the performance of an environmental audit on the County's Parcel 2.

3.4 No Adverse Change. There has occurred no material adverse change to any of the Parcels prior to the Closing Date.

3.5 County's Obligations. All covenants, representations and warranties of County herein are, and shall be at the Closing Date, true and correct, and County has fully and timely performed each of County's obligations required to be performed hereunder.

3.6 Harris Family's Obligations. All covenants, representations and warranties of Harris Family herein are, and shall be at the Closing Date, true and correct, and Harris Family has fully and timely performed each of Harris Family's obligations required to be performed hereunder.

3.7 Harris/Brighton's Obligations. All covenants, representations and warranties of Harris/Brighton herein are, and shall be at the Closing Date, true and correct, and Harris/Brighton has fully and timely performed each of Harris/Brighton's obligations required to be performed hereunder.

3.8 County's Approval of Tests and Studies. The approval by County, in County's sole discretion, of all tests, studies, inspections and reports which may be obtained by County under Article XV below.

3.9 Harris Family's Approval of Tests and Studies. The approval by Harris Family, at Harris Family's sole discretion, of all tests, studies, inspections and reports obtained by Harris Family under Article XV below.

3.10 Harris/Brighton's Approval of Tests and Studies. The approval by Harris/Brighton, at Harris/Brighton's sole discretion, of all tests, studies, inspections and reports obtained by Harris/Brighton under Article XV below.

3.11 Appraisal. This Agreement shall be contingent upon the appraised value as established by a licensed MAI appraiser that is satisfactory to the County, Harris and Harris/Brighton.

3.12 Due Diligence Period. County, Harris Family, and Harris/Brighton shall have thirty (30) days from the Effective Date to conduct its due diligence. The Due Diligence Period may be extended for an additional fifteen (15) days should County, Harris Family and/or Harris/Brighton be unable to complete their investigations regarding the property within the initial thirty (30) days. If any party elects to extend the Due Diligence Period it shall notify the other parties in writing before the initial thirty (30) days has expired.

3.13 ACHD Easement. This Agreement shall be contingent upon Harris/Brighton negotiating an easement with the Ada County Highway District that is acceptable to FERC and the County for a sedimentation drainage pond as a replacement of that certain Temporary Easement recorded July 31, 2008 as Instrument No. 108087330

3.14 FERC Approval. This Agreement shall be contingent upon the Federal Energy Regulatory Commission's ("FERC") acceptance of a concept plan alignment and location of the berm.

3.15 Idaho Department of Water Resources Approval. The County's Greenbelt Property that is the subject of this exchange, was purchased with Stripper Funds through the Idaho Department of Water Resources. This Agreement shall be contingent upon the Idaho Department of Water Resources' written approval of the exchange

#### Article IV Title Insurance

##### 4.1 County Parcel 1.

4.1.1 Commitment. Within ten (10) days after the Effective Date, County shall cause a commitment for title insurance to be issued by Alliance Title & Escrow Corp. ("Title Company") for County Parcel 1 and shall cause the commitment and copies of all exceptions to be delivered to Harris Family. Harris Family shall have ten (10) days after receipt of the commitment and copies of all exceptions to review the condition of title of County Parcel 1, and give notice to the County of any objections that Harris Family may have to the exceptions contained in the commitment. Any such items that Harris Family does not object to within such period shall be conclusively deemed approved by Harris Family as "Permitted Exceptions." Any

Harris Family Easements disclosed in the title report which are not objected to which will affect County Parcel 1 shall be considered "Permitted Exceptions" to title.

4.1.2 Title Policy. Upon closing, Title Company shall be in a position to issue a standard coverage owner's policy of title insurance for County Parcel 1 in the amount of the value determined by the Harris Exchange Appraisals, insuring fee simple title to County Parcel 1 to be vested in Harris Family subject only to the Permitted Exceptions. County shall pay the basic premium for the Title Policy and Harris shall pay for any special endorsements on the policy which Harris desires to obtain; provided, however, that issuance by the Title Company of any special endorsements ordered by Harris shall not be a condition of closing.

#### 4.2 Harris Parcels.

4.2.1 Commitment. Within ten (10) days after the Effective Date, Harris Family shall cause a commitment for title insurance to be issued by the Title Company for the Harris Parcels and shall cause the commitment and copies of all exceptions to be delivered to County. County shall have ten (10) days after receipt of the commitment and copies of all exceptions to review the condition of title of the Harris Family Parcels, and give notice to Harris Family of any objections that County may have to the exceptions contained in the commitment. Any such items that County does not object to within such period shall be conclusively deemed approved by County as "Permitted Exceptions." Any Harris Family Easements disclosed in the title commitment not objected to that will affect the Harris Family Parcels shall be considered "Permitted Exceptions" to title.

4.2.2 Title Policy. Upon closing, Title Company shall be in a position to issue a standard coverage owner's policy of title insurance for the Harris Family Parcels in the amount of the value determined by the Harris Exchange Appraisals, insuring fee simple title to the Harris Family Parcels to be vested in County subject only to the Permitted Exceptions. Harris Family shall pay the basic premium for the Title Policy and County shall pay for any special endorsements on the policy which County desires to obtain; provided, however, that issuance by the Title Company of any special endorsements ordered by County shall not be a condition of closing.

#### 4.3 County Parcel 2.

4.3.1 Commitment. Within ten (10) days after the Effective Date, County shall cause a commitment for title insurance to be issued by the Title Company for County Parcel 2 and shall cause the commitment and copies of all exceptions to be delivered to Harris/Brighton. Harris/Brighton shall have ten (10) days after receipt of the commitment and all exceptions to review the condition of title of County Parcel 2, and give notice to the County of any objections that Harris/Brighton may have to the exceptions contained in the commitment. Any such items that Harris/Brighton does not object to within such period shall be conclusively deemed approved by Harris/Brighton as "Permitted Exceptions." Any Harris/Brighton Easements disclosed in the title commitment which are not objected to which will affect County Parcel 2 shall be considered "Permitted Exceptions" to title.

4.3.2 Title Policy. Upon closing, Title Company shall be in a position to issue a standard coverage owner's policy of title insurance for County Parcel 2 in the amount of the value determined by the Harris/Brighton Exchange Appraisals, insuring fee simple title to County Parcel 2 to be vested in Harris Brighton subject only to the Permitted Exceptions. County shall pay the basic premium for the Title Policy and Harris/Brighton shall pay for any special endorsements on the policy which Harris/Brighton desires to obtain; provided, however, that issuance by the Title Company of any special endorsements ordered by Harris/Brighton shall not be a condition of closing.

4.4 Harris/Brighton Parcel.

4.4.1 Commitment. Within ten (10) days after the Effective Date, Harris/Brighton shall cause a commitment for title insurance to be issued by the Title Company for the Harris/Brighton Parcel and shall cause the commitment and copies of all exceptions to be delivered to County. County shall have ten (10) days after receipt of the commitment and all exceptions to review the condition of title of the Harris/Brighton Parcel, and give notice to Harris/Brighton of any objections that County may have to the exceptions contained in the commitment. Any such items that County does not object to within such period shall be conclusively deemed approved by County as "Permitted Exceptions." Any Harris/Brighton Easements disclosed in the title commitment and which are not objected to which will affect the Harris/Brighton Parcel shall be considered "Permitted Exceptions" to title.

4.4.2 Title Policy. Upon closing, Title Company shall be in a position to issue a standard coverage owner's policy of title insurance for the Harris/Brighton Parcel in the amount of the value determined by the Harris/Brighton Exchange Appraisals, insuring fee simple title to the Harris/Brighton Parcel to be vested in the County subject only to the Permitted Exceptions. Harris/Brighton shall pay the basic premium for the Title Policy and County shall pay for any special endorsements on the policy which County desires to obtain; provided, however, that issuance by the Title Company of any special endorsements ordered by County shall not be a condition of closing.

Article V  
County's Representations and Warranties

County hereby makes the following covenants and representations:

5.1 County has the requisite power and authority to enter into and fully carry out this Agreement and any exchange of the Property made pursuant hereto.

5.2 County has not and shall not commit any act or omission which would cause the imposition or creation of any lien, charge or encumbrance for which payment has not been made, secured or otherwise provided for and which might otherwise result in the imposition of a mechanic's lien or similar lien against County Parcel 1 and County Parcel 2.

5.3 County shall not enter into or cause to be entered into any written or oral lease for County Parcel 1 and County Parcel 2 or any portion thereof from the date hereof to the Closing Date without first obtaining the written consent of Harris Family and Harris/Brighton.

5.4 Neither County, nor any person occupying County Parcel 1 and County Parcel 2 with the consent of County, has deposited, stored or disposed of any hazardous materials or wastes on County Parcel 1 and County Parcel 2 while County has been the owner thereof. To the best of County's knowledge after due inquiry (i) there are no environmentally hazardous materials or wastes contained in or located on County Parcel 1 and County Parcel 2; (ii) there has not occurred on County Parcel 1 and County Parcel 2 any discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical loss or solid liquid or gaseous products or other hazardous waste or toxic substance; (iii) no wells or underground storage tanks are currently on, or were at any time, located on County Parcel 1 and County Parcel 2; and (iv) County Parcel 1 and County Parcel 2 have not been identified by any governmental agency as a site upon which, or potentially upon which, environmentally hazardous materials have been or may have been located or deposited. County further warrants that County has not received any notice from any governmental agency which would indicate that there is a possibility that there are environmentally hazardous materials or wastes contained in or located on County Parcel 1 and County Parcel 2. As used herein, the term "hazardous material" shall mean asbestos and any other materials defined as "hazardous substances," "hazardous waste," "hazardous constituents" or "solid waste" or language of similar import in (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601-9657 and any amendments thereto and regulations thereunder, (b) the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6987 and any amendments thereto and regulations thereunder, and (c) any other federal, state or local environmental statute or regulation. The foregoing agreement of County shall be extended to and shall be in full force and effect as of the Closing Date and shall survive the Closing Date.

5.5 To the best of County's knowledge, no building or other improvement encroaches on County Parcel 1 and County Parcel 2, nor does any building or improvement that is part of County Parcel 1 and County Parcel 2 encroach on lands of others or on any public or private road or right-of-way.

5.6 There are no contracts with third parties affecting County Parcel 1 and County Parcel 2 that will continue in force and effect beyond the closing date. County covenants that between the date of this Agreement and the Closing Date, County shall not enter into any contracts with third parties with respect to the property which will continue in force and effect beyond the Closing Date or for which Harris Family and Harris/Brighton could be liable.

5.7 After the Closing Date, and only if the FERC provides prior written approval of concept, engineering and the terms of easement, County agrees to provide an easement to Trout Unlimited to construct a fish passage on County property obtained through this land exchange agreement.

5.8 After the Closing Date, and only if the FERC provides prior written approval of the terms of the easement, County agrees to grant an easement to the Harris Family for Harris Family retention and preservation of the stone block building located on the property described in Exhibit J and access to and from such building located on County property that is acquired through this exchange agreement.



5.9 After the Closing Date, and only if the FERC provides prior written approval of the easement terms, County agrees to grant an easement to Harris/Brighton to allow homeowners to landscape the north side of the deflection berm on County property that is acquired through this exchange agreement.

5.10 After the Closing Date and after the FERC approved deflection berm is constructed on County property acquired as part of this land exchange agreement, County agrees to provide Harris/Brighton with a temporary license to add fill next to County's berm as generally depicted in Exhibit M, as long as FERC provides prior written approval of the terms of said license.

5.11 County agrees to make its best efforts to complete construction of the deflection berm within one year of the Closing Date, and in no event will unreasonably delay construction, recognizing that said deflection berm project is subject to permitting at the federal, state, and local levels which may delay the construction process.

5.12 After the Closing Date, and after the FERC-approved deflection berm is constructed on property acquired as part of this land exchange, County agrees to provide Harris/Brighton with an easement that will not allow the top of the deflection berm to be used as part of the Greenbelt pathway.

#### Article VI

#### Harris Family's Representations and Warranties

6.1 Harris Family has the requisite power and authority to enter into and fully carry out this Agreement and any exchange of the Property made pursuant hereto.

6.2 Harris Family has not and shall not commit any act or omission which would cause the imposition or creation of any lien, charge or encumbrance for which payment has not been made, secured or otherwise provided for and which might otherwise result in the imposition of a mechanic's lien or similar lien against Harris Family Parcels.

6.3 Harris Family shall not enter into or cause to be entered into any written or oral lease for Harris Family Parcels or any portion thereof from the date hereof to the Closing Date without first obtaining the written consent of County.

6.4 Neither Harris Family, nor any person occupying the Harris Family Parcels with the consent of Harris Family, has deposited, stored or disposed of any hazardous materials or wastes on Harris Family Parcels while Harris Family has been the owner thereof. To the best of Harris Family's knowledge after due inquiry (i) there are no environmentally hazardous materials or wastes contained in or located on Harris Family Parcels; (ii) there has not occurred on Harris Family Parcels any discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical loss or solid liquid or gaseous products or other hazardous waste or toxic substance; (iii) no wells or underground storage tanks are currently on, or were at any time, located on Harris Family Parcels; and (iv) Harris Family Parcels has not been identified by any governmental agency as a site upon which, or potentially upon which, environmentally hazardous materials have been or may have been located or deposited. Harris Family further

warrants that Harris Family has not received any notice from any governmental agency which would indicate that there is a possibility that there are environmentally hazardous materials or wastes contained in or located on Harris Family Parcels. As used herein, the term "hazardous material" shall mean asbestos and any other materials defined as "hazardous substances," "hazardous waste," "hazardous constituents" or "solid waste" or language of similar import in (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601-9657 and any amendments thereto and regulations thereunder, (b) the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6987 and any amendments thereto and regulations thereunder, and (c) any other federal, state or local environmental statute or regulation. The foregoing agreement of Harris Family shall be extended to and shall be in full force and effect as of the Closing Date and shall survive the Closing Date.

6.5 To the best of Harris Family's knowledge, no building or other improvement encroaches on Harris Family Parcels, nor does any building or improvement that is part of Harris Family Parcels encroach on lands of others or on any public or private road or right-of-way.

6.6 There are no contracts with third parties affecting Harris Family Parcels that will continue in force and effect beyond the closing date. Harris Family covenants that between the date of this Agreement and the Closing Date, Harris Family shall not enter into any contracts with third parties with respect to the property which will continue in force and effect beyond the Closing Date or for which County could be liable.

6.7 After the Closing Date and after the FERC-approved deflection berm is constructed on County property acquired as part of this land exchange agreement, Harris Family agrees to remove debris from the property that has not been incorporated into the deflection berm.

#### Article VII Harris/Brighton's Representations and Warranties

7.1 Harris/Brighton has the requisite power and authority to enter into and fully carry out this Agreement and any exchange of the Property made pursuant hereto.

7.2 Harris/Brighton has not and shall not commit any act or omission which would cause the imposition or creation of any lien, charge or encumbrance for which payment has not been made, secured or otherwise provided for and which might otherwise result in the imposition of a mechanic's lien or similar lien against the Harris/Brighton Parcel.

7.3 Harris/Brighton shall not enter into or cause to be entered into any written or oral lease for the Harris/Brighton Parcel or any portion thereof from the date hereof to the Closing Date without first obtaining the written consent of County.

7.4 Neither Harris/Brighton, nor any person occupying the Harris/Brighton Parcel with the consent of Harris/Brighton, has deposited, stored or disposed of any hazardous materials or wastes on Harris/Brighton Parcel while Harris/Brighton has been the owner thereof. To the best of Harris/Brighton's knowledge after due inquiry, subject to any matters disclosed to County

pursuant to any environmental reports delivered to County, (i) there are no environmentally hazardous materials or wastes contained in or located on the Harris/Brighton Parcel; (ii) there has not occurred on Harris/Brighton Parcel any discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical loss or solid liquid or gaseous products or other hazardous waste or toxic substance; (iii) no wells or underground storage tanks are currently on, or were at any time, located on Harris/Brighton Parcel; and (iv) Harris/Brighton Parcel has not been identified by any governmental agency as a site upon which, or potentially upon which, environmentally hazardous materials have been or may have been located or deposited. Harris/Brighton further warrants that Harris/Brighton has not received any notice from any governmental agency that would indicate that there is a possibility there are environmentally hazardous materials or wastes contained in or located on Harris/Brighton Parcel. As used herein, the term "hazardous material" shall mean asbestos and any other materials defined as "hazardous substances," "hazardous waste," "hazardous constituents" or "solid waste" or language of similar import in (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601-9657 and any amendments thereto and regulations thereunder, (b) the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6987 and any amendments thereto and regulations thereunder, and (c) any other federal, state or local environmental statute or regulation. The foregoing agreement of Harris/Brighton shall be extended to and shall be in full force and effect as of the Closing Date and shall survive the Closing Date.

7.5 Harris/Brighton, and any person acting on Harris/Brighton's behalf, is in compliance with federal law and the Army Corps of Engineers requirements regarding wetlands.

7.6 To the best of Harris/Brighton's knowledge, except for the building described in Section 1.4, no building or other improvement encroaches on the Harris/Brighton Parcel, nor does any building or improvement which is part of the Harris/Brighton Parcel encroach on lands of others or on any public or private road or right-of-way.

7.7 There are no unrecorded contracts with third parties affecting the Harris/Brighton Parcel that will continue in force and effect beyond the closing date. Harris/Brighton covenants that between the date of this Agreement and the Closing Date, Harris/Brighton shall not enter into any contracts with third parties with respect to the property which will continue in force and effect beyond the Closing Date or for which County could be liable.

#### Article VIII Escrow Closing

The closing of the exchange of County Parcel 1 and 2; the Harris Family Parcels and the Harris/Brighton Parcel shall be effectuated through an escrow at the Title Company and delivery of the deeds and any other documents shall be effected through such escrow. The terms of such escrow shall be pursuant to an escrow agreement in customary form modified to reflect the transaction contemplated herein. The cost of said escrow shall be borne equally by County, the Harris Family, and Brighton. This Agreement shall not be merged into such escrow agreement but the latter shall be deemed auxiliary to this Agreement and in the event of any conflict the provisions of this Agreement shall be controlling as between the parties hereto.

Article IX  
Closing Obligations

Subject to any termination of this Agreement permitted hereunder by County or Harris Family or Harris/Brighton, closing shall take place at the office of the Title Company on a date mutually agreed upon in writing by County, Harris Family and Harris/Brighton ("Closing Date"); provided, however, that said date shall be on or before the expiration of forty-five (45) days from the date of execution of this Agreement.

On the Closing Date, the obligations of County, Harris Family, and Harris/Brighton shall be as follows:

- 9.1 County shall execute and deliver a Warranty Deed, conveying title to County Parcel 1 to Harris Family, subject to the County Parcel 1 Permitted Exceptions.
- 9.2 County shall execute and deliver a Warranty Deed, conveying title to County Parcel 2 to Harris/Brighton, subject to the County Parcel 2 Permitted Exceptions.
- 9.3 Harris Family shall execute and deliver a Warranty Deed, conveying title to Harris Family Parcels to County, subject to the Harris Family Parcels Permitted Exceptions.
- 9.4 Harris/Brighton shall execute and deliver a Warranty Deed, conveying title to Harris/Brighton Parcel to County, subject to the Harris/Brighton Parcel Permitted Exceptions.
- 9.5 County shall execute and deliver the easement to Harris Family for drainage pipes and landscaping on the sixteen-foot (16') parcel.
- 9.6 Harris Family shall execute and deliver the easement to County for continued use of the existing Greenbelt on County Parcel 1.
- 9.7 Harris/Brighton shall execute and deliver the easement to County for continued use of the existing Greenbelt on County Parcel 2.
- 9.8 Harris/Brighton shall execute and deliver the easement to County for the thirty-three foot (33') wide perpetual road easement for ingress and egress to County's Barber Dam Property.
- 9.9 Harris Family shall execute and deliver an agreement to remove debris from the property that County is receiving as part of this exchange, if said debris cannot be incorporated into the engineered design of the deflection berm.
- 9.10 County, Harris Family, and Harris/Brighton shall execute such other documentation as is reasonably requested or as is required by this Agreement or applicable law to effectuate the transactions contemplated hereby.

Article X  
Prorations

10.1 All expenses and charges in connection with ownership and use of County Parcel 1, including real estate taxes, shall be prorated as of the Closing Date. To the extent that information for any such proration is not available on the Closing Date, the parties shall effect such prorations within thirty (30) days after the Closing Date.

10.2 All expenses and charges in connection with ownership and use of County Parcel 2, including real estate taxes, shall be prorated as of the Closing Date. To the extent that information for any such proration is not available on the Closing Date, the parties shall effect such prorations within thirty (30) days after the Closing Date.

10.3 All expenses and charges in connection with ownership and use of Harris Family Parcels, including real estate taxes, shall be prorated as of the Closing Date. To the extent that information for any such proration is not available on the Closing Date, the parties shall effect such prorations within thirty (30) days after the Closing Date.

10.4 All expenses and charges in connection with ownership and use of Harris/Brighton Parcel, including real estate taxes, shall be prorated as of the Closing Date. To the extent that information for any such proration is not available on the Closing Date, the parties shall effect such prorations within thirty (30) days after the Closing Date.

Article XI  
Default and Remedies

In the event of a breach hereunder by any party, the non-breaching parties shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorney's fees and disbursements, and also including reasonable attorney's fees and costs associated with any appeal of a judgment. The prevailing party will be that party who was awarded a judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

Article XII  
Reserved

Article XIII  
Destruction or Damage

13.1 In the event that prior to the Closing Date all or any material portion of County Parcel 1 shall be destroyed or damaged, County shall give Harris Family notice of such occurrence and either County or Harris Family shall thereafter have the option to terminate this Agreement in which event all obligations of the parties hereunder shall cease and this Agreement shall have no further force and effect. County shall exercise its option to terminate the

Agreement by giving Harris Family notice of such termination concurrently with the notice of the destruction or damage. Harris Family shall exercise its option to terminate the Agreement by giving County notice of such termination within thirty (30) days after receipt of notice from County.

13.2 In the event that prior to the Closing Date all or any material portion of County Parcel 2 shall be destroyed or damaged, County shall give Harris/Brighton notice of such occurrence and either County or Harris/Brighton shall thereafter have the option to terminate this Agreement in which event all obligations of the parties hereunder shall cease and this Agreement shall have no further force and effect. County shall exercise its option to terminate the Agreement by giving Harris/Brighton notice of such termination concurrently with the notice of the destruction or damage. Harris/Brighton shall exercise its option to terminate the Agreement by giving County notice of such termination within thirty (30) days after receipt of notice from County.

13.3 In the event that prior to the Closing Date all or any material portion of Harris Family Parcels shall be destroyed or damaged, Harris Family shall give County notice of such occurrence and either County or Harris Family shall thereafter have the option to terminate this Agreement in which event all obligations of the parties hereunder shall cease and this Agreement shall have no further force and effect. Harris Family shall exercise its option to terminate the Agreement by giving County notice of such termination concurrently with the notice of the destruction or damage. County shall exercise its option to terminate the Agreement by giving Harris Family notice of such termination within thirty (30) days after receipt of notice from Harris Family.

13.4 In the event that prior to the Closing Date all or any material portion of Harris/Brighton Parcel shall be destroyed or damaged, Harris/Brighton shall give County notice of such occurrence and either County or Harris/Brighton shall thereafter have the option to terminate this Agreement in which event all obligations of the parties hereunder shall cease and this Agreement shall have no further force and effect. Harris/Brighton shall exercise its option to terminate the Agreement by giving County notice of such termination concurrently with the notice of the destruction or damage. County shall exercise its option to terminate the Agreement by giving Harris/Brighton notice of such termination within thirty (30) days after receipt of notice from Harris/Brighton.

#### Article XIV Condemnation

14.1 In the event of any taking by the exercise of the power of eminent domain of a substantial portion of County Parcel 1 prior to the Closing Date (such portion as would impair or otherwise affect the present use of County Parcel 1 will be deemed substantial), Harris Family shall have the right to terminate this Agreement by giving written notice to County prior to the Closing Date. If Harris Family elects to terminate this Agreement, all awards and compensation arising out of said condemnation shall be the property of County. If Harris Family fails to give County notice of termination prior to the Closing Date, said right to terminate shall be deemed waived and Harris Family shall be credited with or assigned all of County's right, title and interest to all awards and compensation arising out of said condemnation, and Harris Family



shall remain obligated to take the Property. In the event of any taking of an insubstantial portion of the Property prior to the Closing Date (such portion as would not impair or otherwise affect the present use of County Parcel 1 will be deemed insubstantial), County shall assign to Harris Family all of County's right, title and interest to all awards and compensation therefore and Harris Family shall remain obligated to take County Parcel 1.

14.2 In the event of any taking by the exercise of the power of eminent domain of a substantial portion of County Parcel 2 prior to the Closing Date (such portion as would impair or otherwise affect the present use of County Parcel 2 will be deemed substantial), Harris/Brighton shall have the right to terminate this Agreement by giving written notice to County prior to the Closing Date. If Harris/Brighton elects to terminate this Agreement, all awards and compensation arising out of said condemnation shall be the property of County. If Harris/Brighton fails to give County notice of termination prior to the Closing Date, said right to terminate shall be deemed waived and Harris/Brighton shall be credited with or assigned all of County's right, title and interest to all awards and compensation arising out of said condemnation, and Harris/Brighton shall remain obligated to take the Property. In the event of any taking of an insubstantial portion of the Property prior to the Closing Date (such portion as would not impair or otherwise affect the present use of County Parcel 2 will be deemed insubstantial), County shall assign to Harris/Brighton all of County's right, title and interest to all awards and compensation therefore and Harris/Brighton shall remain obligated to take County Parcel 2.

14.3 In the event of any taking by the exercise of the power of eminent domain of a substantial portion of Harris Family Parcels prior to the Closing Date (such portion as would impair or otherwise affect the present use of Harris Family Parcels will be deemed substantial), County shall have the right to terminate this Agreement by giving written notice to Harris Family prior to the Closing Date. If County elects to terminate this Agreement, all awards and compensation arising out of said condemnation shall be the property of Harris Family. If County fails to give Harris Family notice of termination prior to the Closing Date, said right to terminate shall be deemed waived and County shall be credited with or assigned all of Harris Family's right, title and interest to all awards and compensation arising out of said condemnation, and County shall remain obligated to take the Property. In the event of any taking of an insubstantial portion of the Property prior to the Closing Date (such portion as would not impair or otherwise affect the present use of Harris Family Parcels will be deemed insubstantial), Harris Family shall assign to County all of Harris Family's right, title and interest to all awards and compensation therefore and County shall remain obligated to take Harris Family Parcels.

14.4 In the event of any taking by the exercise of the power of eminent domain of a substantial portion of Harris/Brighton Parcel prior to the Closing Date (such portion as would impair or otherwise affect the present use of Harris/Brighton Parcel will be deemed substantial), County shall have the right to terminate this Agreement by giving written notice to Harris/Brighton prior to the Closing Date. If County elects to terminate this Agreement, all awards and compensation arising out of said condemnation shall be the property of Harris/Brighton. If County fails to give Harris/Brighton notice of termination prior to the Closing Date, said right to terminate shall be deemed waived and County shall be credited with or assigned all of Harris/Brighton's right, title and interest to all awards and compensation arising out of said condemnation, and County shall remain obligated to take the Property. In the

event of any taking of an insubstantial portion of the Property prior to the Closing Date (such portion as would not impair or otherwise affect the present use of Harris/Brighton Parcel will be deemed insubstantial), Harris/Brighton shall assign to County all of Harris/Brighton's right, title and interest to all awards and compensation therefore and County shall remain obligated to take Harris/Brighton Parcel.

## Article XV Inspections

15.1 County's Right to Enter and Inspect Harris Family Parcels. Prior to the Closing Date, upon one (1) business day's prior written notice, Harris Family shall permit County, or its authorized or designated representatives or agents, to enter Harris Family Parcels from time to time, so long as any such entry does not disturb the use of Harris Family Parcels by Harris Family or any other occupant of Harris Family Parcels and so long as such entry is accompanied by a representative, agent or employee of Harris Family, for the purpose of performing tests, environmental audits, engineering and marketing studies, surveys, and other inspections, studies and tests on Harris Family Parcels as County may reasonably deem necessary, at County's sole cost and expense. County agrees to defend, indemnify and hold Harris Family harmless from any claim, loss, liability or expense (including reasonable attorney's fees) in connection with any entry on Harris Family Parcels by County, its representatives, agents, employees and independent contractors, including, without limitation, any tests, inspections, studies and surveys performed thereon, and County shall promptly repair and restore Harris Family Parcels to the same condition as existed immediately prior to such entry. Notwithstanding the foregoing, County agrees that it shall neither make nor allow to be made any changes to Harris Family Parcels without the prior written consent of Harris Family.

15.2 County's Right to Enter and Inspect Harris/Brighton Parcel. Prior to the Closing Date, upon one (1) business day's prior written notice, Harris/Brighton shall permit County, or its authorized or designated representatives or agents, to enter Harris/Brighton Parcel from time to time, so long as any such entry does not disturb the use of Harris/Brighton Parcel by Harris/Brighton or any other occupant of Harris/Brighton Parcel and so long as such entry is accompanied by a representative, agent or employee of Harris/Brighton, for the purpose of performing tests, environmental audits, engineering and marketing studies, surveys, and other inspections, studies and tests on Harris/Brighton Parcel as County may reasonably deem necessary, at County's sole cost and expense. County agrees to defend, indemnify and hold Harris/Brighton harmless from any claim, loss, liability or expense (including reasonable attorney's fees) in connection with any entry on Harris/Brighton Parcel by County, its representatives, agents, employees and independent contractors, including, without limitation, any tests, inspections, studies and surveys performed thereon, and County shall promptly repair and restore Harris/Brighton Parcel to the same condition as existed immediately prior to such entry. Notwithstanding the foregoing, County agrees that it shall neither make nor allow to be made any changes to Harris/Brighton Parcel without the prior written consent of Harris/Brighton.

15.3. Harris Family's Right to Enter and Inspect Parcel 1. Prior to the Closing Date, upon one (1) business day's prior written notice, County shall permit Harris Family, or its authorized or designated representatives or agents, to enter County Parcel 1 from time to time, so long as any such entry does not disturb the use of County Parcel 1 by County or any other



occupant of County Parcel 1 and so long as such entry is accompanied by a representative, agent or employee of County, for the purpose of performing tests, environmental audits, engineering and marketing studies, surveys, and other inspections, studies and tests on County Parcel 1 as Harris Family may reasonably deem necessary, at Harris Family's sole cost and expense. Harris Family agrees to defend, indemnify and hold County harmless from any claim, loss, liability or expense (including reasonable attorney's fees) in connection with any entry on County Parcel 1 by Harris Family, its representatives, agents, employees and independent contractors, including, without limitation, any tests, inspections, studies and surveys performed thereon, and Harris Family shall promptly repair and restore County Parcel 1 to the same condition as existed immediately prior to such entry. Notwithstanding the foregoing, Harris Family agrees that it shall neither make nor allow to be made any changes in County Parcel 1 without the prior written consent of County.

15.4. Harris/Brighton's Right to Enter and Inspect Parcel 2. Prior to the Closing Date, upon one (1) business day's prior written notice, County shall permit Brighton, or its authorized or designated representatives or agents, to enter County Parcel 2 from time to time, so long as any such entry does not disturb the use of County Parcel 2 by County or any other occupant of County Parcel 2 and so long as such entry is accompanied by a representative, agent or employee of County, for the purpose of performing tests, environmental audits, engineering and marketing studies, surveys, and other inspections, studies and tests on County Parcel 2 as Harris/Brighton may reasonably deem necessary, at Harris/Brighton's sole cost and expense. Harris/Brighton agrees to defend, indemnify and hold County harmless from any claim, loss, liability or expense (including reasonable attorney's fees) in connection with any entry on County Parcel 2 by Harris/Brighton, its representatives, agents, employees and independent contractors, including, without limitation, any tests, inspections, studies and surveys performed thereon, and Harris/Brighton shall promptly repair and restore County Parcel 2 to the same condition as existed immediately prior to such entry. Notwithstanding the foregoing, Harris/Brighton agrees that it shall neither make nor allow to be made any changes in County Parcel 2 without the prior written consent of County.

#### Article XVI Notices

Any and all notices, demands, consents and approvals required under this Agreement shall be sent by certified or registered mail, postage prepaid, return receipt requested, addressed to the parties as follows:

County: Board of Ada County Commissioners  
200 West Front St., 3<sup>rd</sup> Floor  
Boise, Idaho 83702

Copy to: Lorna Jorgensen  
Ada County Prosecutor's Office  
200 West Front Street  
Boise, Idaho 83702

Harris Family: Harris Family Ranch LLP  
Felicia H. Burkhalter  
2710 Shady Lane  
Boise, Idaho 83716

Copy to: Lenier Ltd.  
4940 E. Mill Station Dr., Suite 101-B  
Boise, Idaho 83716  
Attn: Doug Fowler

Copy to: Richard W. Mollerup  
Meuleman Mollerup LLP  
755 W. Front Street, Suite 200  
Boise, Idaho 83702

Harris/Brighton LLC:  
Amanda K. Schaus (Brighton Investments LLC)  
12601 W. Explorer Drive, Suite 200  
Boise, Idaho 83713

Copy to: Richard W. Mollerup (Harris Family)  
Address as above.

Notices shall be deemed to have been received on the second (2nd) business day after they are deposited in the United States mail as provided above.

#### Article XVII Assignment

Neither party shall have the right to assign or transfer their interest in this Agreement without the prior written consent of the other. Any purported assignment or transfer in violation of this paragraph shall be null and void and of no effect and further and shall be a violation of this Agreement.

#### Article XVIII Brokerage

Each party hereby represents and warrants to the other that no Brokers are involved in this transaction.

#### Article XIX Other Acts

County, Harris Family, and Harris/Brighton each hereby agree to perform such other acts, and to execute, acknowledge, and/or deliver such other instruments, documents and materials as may be reasonably necessary to effect consummation of the transaction contemplated herein.

Article XX  
Time Is of the Essence

County, Harris Family, and Harris/Brighton mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date or performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

Article XXI  
Paragraph Headings

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

Article XXII  
Interpretation

Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Article XXIII  
Applicable Law and Parties Bound

This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho and shall be binding upon and inure to the benefit of the parties hereto and, subject to the provisions of Article XVII hereof, their respective successors and permitted assigns.

Article XXIV  
Attorney Fees

In the event either party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorney fees as a result thereof from the losing party.

Article XXV  
Amendments

All amendments and/or supplements to this Agreement must be in writing and executed by each party hereto. However, such amendments and/or supplements may be executed in counterparts, all of which shall be deemed to constitute one document.

Article XXVI  
No Merger

The obligations, representations and warranties herein contained shall not merge with transfer of title but shall remain in effect until fulfilled.

Article XXVII  
Entire Agreement

The parties acknowledge and agree that at all times they have intended that none of the preliminary negotiations concerning this transaction would be binding on either party, and that they would be bound to each other only by a single, formal, comprehensive document containing this paragraph and all of the agreements of the parties, in final form, which has been executed and delivered by County, Harris Family, and Harris/Brighton. The parties acknowledge that none of the prior oral agreements between them (and none of the representations on which either of them has relied) relating to the subject matter of this Agreement shall have any force or effect whatever, except as and to the extent that such agreements and representations have been incorporated in this Agreement.

Article XXVIII  
No Recording

Neither party may record this Agreement or any memorandum or short form hereof.

Article XXIX  
Counterparts

This Agreement may be executed in counterparts, all of which counterparts taken together shall be deemed to be but one original.

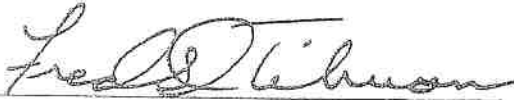
Article XXX  
Incorporation of Recitals and Exhibits

The Recitals and Exhibits to this Agreement are incorporated into this Agreement by this reference as if fully set forth herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

COUNTY:

Board of Ada County Commissioners

By:   
Fred Tilman, Chairman

By:   
Paul R. Woods, Commissioner

By:   
Rick Yzaguirre, Commissioner

ATTEST:

  
David Navarro, Ada County Clerk

HARRIS FAMILY

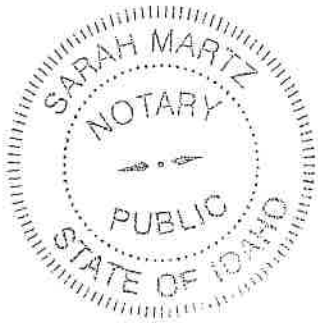
Harris Family Limited Partnership  
An Idaho limited partnership

By: Felicia H. Burkhalter  
Felicia H. Burkhalter, Manager

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this 3 day of November, before me, Sarah Martz, a Notary Public in and for said State, personally appeared Felicia H. Burkhalter, known or identified to me to be the Manager of the Harris Management LLC, known to me to be the general partner of Harris Family Limited Partnership, the partnership whose name is subscribed to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in such partnership name.

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



Sarah Martz  
Notary Public for Idaho  
Residing at Boise, ID  
My commission expires November 10, 2011

HARRIS FAMILY

Harris Family Limited Partnership  
An Idaho limited partnership

By: Mildred H Davis  
Mildred H. Davis, Manager

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 3 day of November, before me, Sarah Martz, a Notary Public in and for said State, personally appeared Mildred H. Davis, known or identified to me to be the Manager of the Harris Management LLC, known to me to be the general partner of Harris Family Limited Partnership, the partnership whose name is subscribed to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in such partnership name.

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



Sarah Martz  
Notary Public for Idaho  
Residing at November 10, 2011  
My commission expires Boise, ID

HARRIS FAMILY

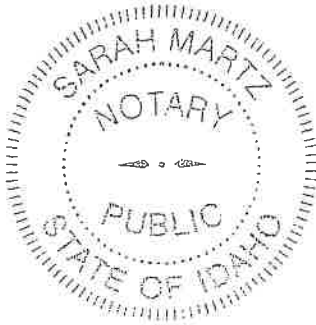
Harris Family Limited Partnership  
An Idaho limited partnership

By: Brian Randolph Harris  
Brian Randolph Harris, Manager

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 3 day of November, before me, Sarah Martz, a Notary Public in and for said State, personally appeared Brian Randolph Harris, known or identified to me to be the Manager of the Harris Management LLC, known to me to be the general partner of Harris Family Limited Partnership, the partnership whose name is subscribed to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in such partnership name.

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



Sarah Martz  
Notary Public for Idaho  
Residing at Boise, ID  
My commission expires November 10, 2011



HARRIS FAMILY

Harris Family Limited Partnership  
An Idaho limited partnership

By: Alta Harris  
Alta Harris, Manager

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 3 day of November, before me, Sarah martz, a Notary Public in and for said State, personally appeared Alta Harris, known or identified to me to be the Manager of the Harris Management LLC, known to me to be the general partner of Harris Family Limited Partnership, the partnership whose name is subscribed to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in such partnership name.

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



Sarah Martz  
Notary Public for Idaho  
Residing at Boise, ID  
My commission expires November 10, 2011

HARRIS/BRIGHTON

Harris/Brighton, LLC

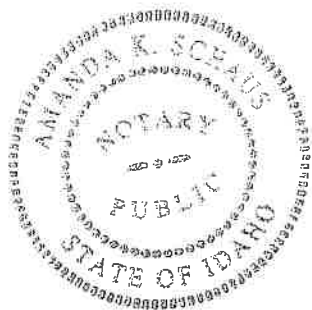
By:

David Turnbull  
David Turnbull, Managing Member  
Brighton Investments, LLC

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 31st day of October, before me, Amanda K Schaus, a Notary Public in and for said State, personally appeared David W. Turnbull, known or identified to me to be the Managing Member of Brighton Investments, LLC, the entity that executed the within instrument or the person who executed the instrument on behalf of Harris/Brighton, LLC, and acknowledged to me that Harris/Brighton, LLC executed the same.

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



AK Schaus

Notary Public for Idaho  
Residing at Boise ID  
My commission expires 1.24.11

HARRIS/BRIGHTON

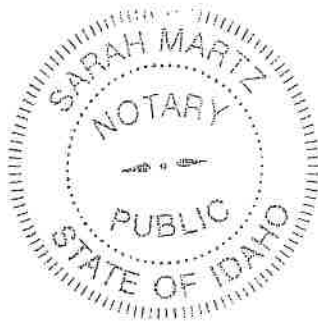
Harris/Brighton, LLC

By: Felicia H. Burkhalter  
Felicia H. Burkhalter, Managing Partner  
Harris Family Ranch, LLP

STATE OF IDAHO            )  
  ) ss.  
County of Ada                )

On this 3 day of November, before me, Sarah Martz, a Notary Public in and for said State, personally appeared Felicia H. Burkhalter, known or identified to me to be a Managing Partner of the Harris Family Ranch, LLP, the entity that executed the within instrument or the person who executed the instrument on behalf of Harris/Brighton, LLC, and acknowledged to me that Harris/Brighton, LLC executed the same.

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



Sarah Martz  
Notary Public for Idaho  
Residing at Boise, ID  
My commission expires November 10, 2011

HARRIS/BRIGHTON

Harris/Brighton, LLC

By: Mildred H Davis  
Mildred H. Davis, Managing Partner  
Harris Family Ranch, LLP

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 3 day of November, before me, Sarah Martz, a Notary Public in and for said State, personally appeared Mildred H. Davis, known or identified to me to be a Managing Partner of the Harris Family Ranch, LLP, the entity that executed the within instrument or the person who executed the instrument on behalf of Harris/Brighton, LLC, and acknowledged to me that Harris/Brighton, LLC executed the same.

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



Sarah Martz  
Notary Public for Idaho  
Residing at Boise, ID  
My commission expires November 10, 2011

HARRIS/BRIGHTON

Harris/Brighton, LLC

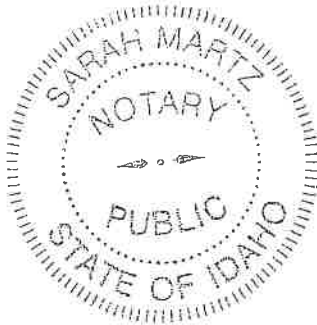
By:

Brian R. Harris  
Brian R. Harris, Managing Partner  
Harris Family Ranch, LLP

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 3 day of November, before me, Sarah Martz, a Notary Public in and for said State, personally appeared Brian R. Harris, known or identified to me to be a Managing Partner of the Harris Family Ranch, LLP, the entity that executed the within instrument or the person who executed the instrument on behalf of Harris/Brighton, LLC, and acknowledged to me that Harris/Brighton, LLC executed the same.

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



Sarah Martz  
Notary Public for Idaho  
Residing at Boise, ID  
My commission expires November 10, 2011

10-28-2008

DESCRIPTION FOR PARCEL FROM ADA COUNTY TO HARRIS FAMILY  
LIMITED PARTNERSHIP.  
EAST OF PROPOSED ROAD WARM SPRINGS AVENUE IN HARRIS RANCH  
PLAT PHASE 11 ADJACENT TO PARCEL 3.

A parcel of land located in the South 1/2 of Section 19 and the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 3 North, Range 3 East of the Boise Meridian, Ada County, Idaho, more particularly described to wit:

Commencing at the Section Corner common to Section 19 and 30 of said Township 3 North, Range 3 East and Sections 24 and 25 of Township 3 North, Range 2 East, Boise Meridian;

Thence South  $87^{\circ}18'52''$  East 2449.93 feet on the section line common to Section 19 and 30 to the 1/4 Section Corner common to said Sections 19 and 30;

Thence South  $88^{\circ}37'00''$  East 1104.02 feet on the section line common to Section 19 and 30 to a point;

Thence leaving said section line, North  $01^{\circ}23'00''$  East 511.98 feet to a point on the southerly boundary line of the old railroad right of way;

Thence South  $64^{\circ}00'54''$  East 11.40 feet along the said southerly railroad right of way to the INITIAL POINT of this description.

Thence North  $25^{\circ}58'46''$  East 100.00 to a point on the northerly line of said railroad right of way;

Thence South  $64^{\circ}00'54''$  East 1637.04 feet along the northerly line of said railroad right of way to a point;

Thence South  $00^{\circ}16'45''$  West 110.98 feet to a point on the southerly line of the said railroad right of way;

Thence North  $64^{\circ}00'54''$  West 1685.17 feet along the said southerly line of the railroad right of way to the INITIAL POINT of this description.

This parcel contains 3.81 acres, more or less, and is subject to all existing easements and rights of way.



All of that certain strip of land heretofore acquired by Oregon Short Line Railroad Company from Intermountain Railway Company by Deed dated October 15, 1935, filed for record in Book 215 of Deeds at Page 235 of the Records of Ada County, Idaho, being described in said Deed as follows:

"...all the following described real estate situate in Ada County, State of Idaho, to-wit:

A tract of land in Section Twenty-nine (29), Township Three (3) North of Range Three (3) East of the Boise Meridian, containing one and thirty-eight hundredths (1.38) acres, more or less, being more particularly described as follows:

A strip of land 60 feet in width, being 30 feet on each side of the centerline of the Intermountain Railway, which centerline is more particularly described as follows:

Beginning at a point on the western boundary of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Twenty-nine (29), Township Three (3) North of Range Three (3) East, B. M., and 1,429.2 feet south of the North Quarter ( $\frac{1}{4}$ ) Corner of said section; thence following the arc of a two ( $2^\circ$ ) degree curve to the right a distance of 377.6 feet to the point of tangent of said curve; thence south 51 degrees 43 minutes east 622.4 feet."

Containing an area of 1.38 acres, more or less.

Also, a triangular shaped parcel of land situate in the  $SE\frac{1}{4}NW\frac{1}{4}$  of Section 29, T. 3 N., R. 3 E. of the Boise Meridian in Ada County, Idaho, being more particularly described as follows:

Beginning at the intersection of the north-south centerline of said Section 29 with the northwest boundary line of that certain public road running southwesterly across the  $SE\frac{1}{4}NW\frac{1}{4}$  of said Section 29 at a point that is 1384.79 feet dis-

tant southerly, measured along said north-south centerline, from the north quarter-corner of said Section 29;

thence S.  $43^{\circ}19'$  W. along said northwest boundary line of said public road, a distance of 120.49 feet, more or less, to the easterly corner of that certain parcel of land heretofore acquired by Oregon Short Line Railroad Company from Boise Payette, Inc., by Deed dated October 15, 1935, filed for Record January 29, 1936, in Book 215 of Deeds at Page 238 of the Records of Ada County, Idaho, said point also being the beginning of a nontangent curve concave southwesterly, having a radius of 1382.7 feet;

thence southeasterly along said curve, having a long chord that bears S.  $46^{\circ}47'01''$  E., a distance of 116.10 feet, through a central angle of  $4^{\circ}48'44''$ , a distance of 116.13 feet, more or less, to said north-south centerline of Section 29;

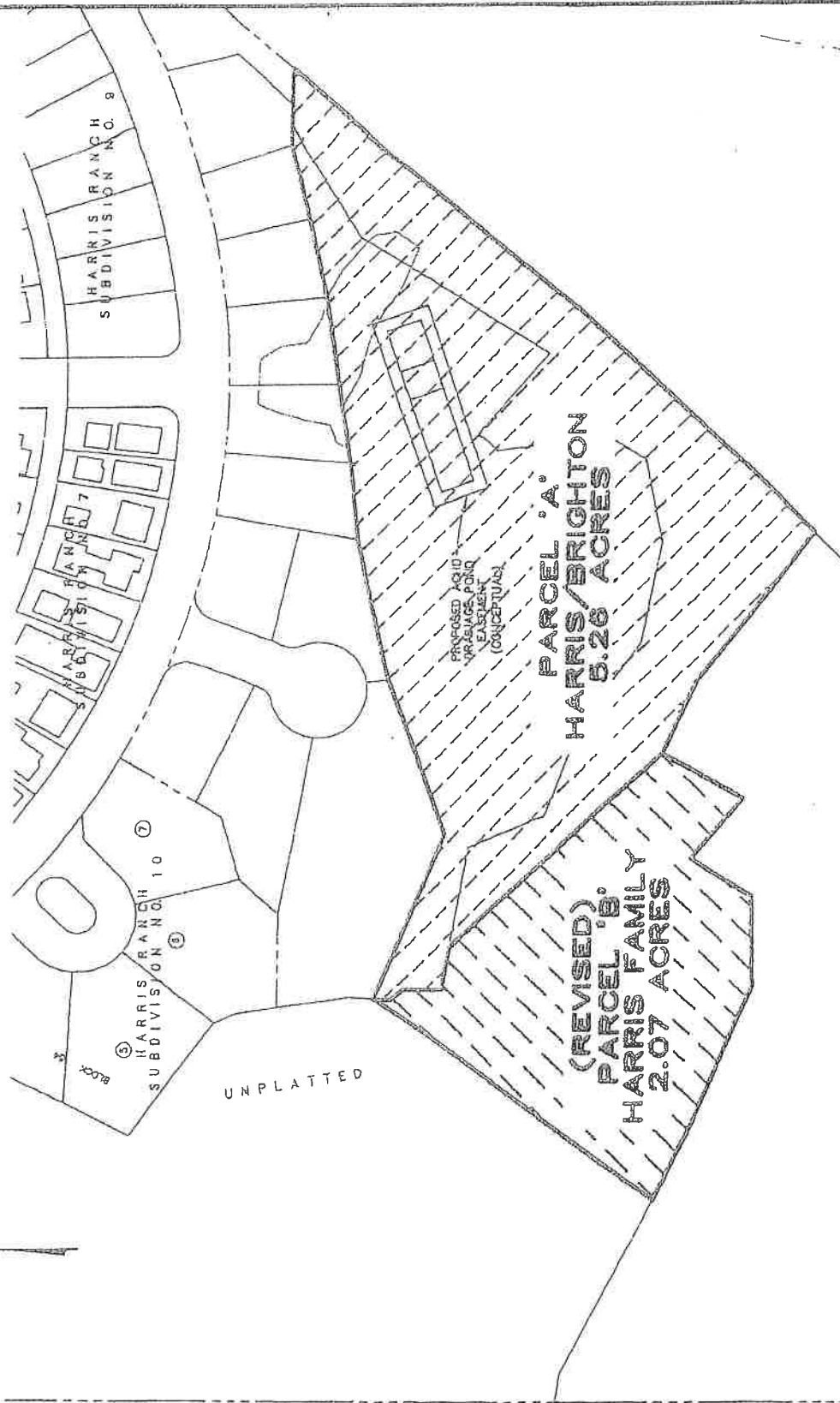
thence N.  $0^{\circ}41'$  W. along said north-south centerline, a distance of 167.18 feet, more or less, to the Point of Beginning.

Containing an area of 0.158 of an acre, more or less.



**HARRIS RANCH DEFLECTION BERM  
EXCHANGE PARCELS REVISED PARCEL "B"  
EXHIBIT**

SCALE: 1" = 150'



GO15B-6

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	01/09/2015	42,577.55	1		
2 Payment	09/03/2015	42,577.55	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		
					Interest	Principal	Total
Loan 01/09/2015		0.00	0.00	0.00	0.00	42,577.55	42,577.55
1 09/03/2015	42,577.55	1,451.43	0.00	42,577.55	1,451.43	0.00	1,451.43
2015 Totals	42,577.55	1,451.43	0.00	42,577.55			
Grand Totals	42,577.55	1,451.43	0.00	42,577.55			

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GO15B-6

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An open balance of 1,451.43 still remains.



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
WALLA WALLA DISTRICT, CORPS OF ENGINEERS  
BOISE REGULATORY OFFICE  
10095 WEST EMERALD STREET  
BOISE, IDAHO 83704-9754

January 9, 2015

Regulatory Division

SUBJECT: NWW-2008-141-B03, Dallas Harris Ranch Estates, Phase I, Mitigation Site

Mr. Doug Fowler  
Harris Family Limited Partnership, LLC  
4640 East Mill Station Road, Suite 101-A  
Boise, Idaho 83716

Dear Mr. Fowler:

This letter is in regards to the report entitled: *Wetland Mitigation Plan, Adaptive Management Plan Addendum, NWW-2008-141-B01, Dallas Harris Ranch Estates*, prepared by Resources Systems, Inc., dated April 30, 2013. Your mitigation site is located near the Marianne Williams Park, in the City of Boise, Ada County, Idaho within latitude 43.575591, longitude - 116.132191. As documented in the referenced report, annual reports shall be submitted for a period of five (5) years to the Corps of Engineers. The purpose of the annual reports is to document the establishment of a wetland mitigation site alongside the Boise River and if necessary, any additional adaptive management strategies to ensure the success of the mitigation site.

Based on field surveys and aerial photographic interpretation, the designed mitigation site exceeded all performance criteria in the referenced plan. The engineered site created conditions to establish an estimated 6.96 acres of wetlands (3.09 acres of Palustrine Emergent Wetlands and 3.87 acres of Palustrine Forested/Scrub-Shrub Wetlands) during the past 18 months. This is an exceptional accomplishment considering the engineering foresight of designing the mitigation site to function in drought conditions, which unfortunately is the present condition in Southwest Idaho. The United States Army Corps of Engineers (USACE) deems the mitigation site in full compliance with the report entitled: *Wetland Mitigation Plan, Adaptive Management Plan Addendum, NWW-2008-141-B01, Dallas Harris Ranch Estates*, as of this date.

Controlling noxious weeds and providing annual monitoring reports on the mitigation site will be required until 2018, in accordance with USACE-approved mitigation plan. During 2015, we strongly suggest that the water level behind the culvert crossing on the greenbelt be evaluated by a licensed, professional engineer. It is possible that the culverts were placed at an incorrect elevation during the construction of the greenbelt. A possible solution is to bore a small PVC culvert underneath the greenbelt to provide a slightly lower drainage elevation to ensure proper drainage during high flows, which could minimize greenbelt pathway closures.

For your records, the creation of 6.96 acres of wetlands is sufficient to cover the loss of wetlands impacted by the residential development of Dallas Harris Ranch Phase I, which was estimated at 5.20 acres. The mitigation site was also sufficient to compensate for the loss of 0.71 of Palustrine Emergent Wetlands, associated with the Woodside Harris Lucky 13 Project (File No. NWW-2013-621-B01). As of this date, a net balance of 0.88 acres of Palustrine Scrub-Shrub/Forested Wetlands is available to you if future wetland impacts occur on later expansion phases of your planned development.

Please contact me by telephone at (208) 345-2286, by mail at the address in the letterhead, or via email at [eric.m.gerke@usace.army.mil](mailto:eric.m.gerke@usace.army.mil) if you have questions or need additional information. For informational purposes, a copy of this letter is being sent to the following individuals: Ms. Carla Fromm of the Environmental Protection Agency; Mr. Lance Holloway with the Idaho Department of Environmental Quality; Mr. Aaron Golart with the Idaho Department of Water Resources; Mr. Dean Johnson with the Idaho Department of Lands; Mr. Jim Wyllie, P.E. with the City of Boise; and, Mr. Karl Gebhardt, P.E. with Resources Systems, Inc.

Sincerely,



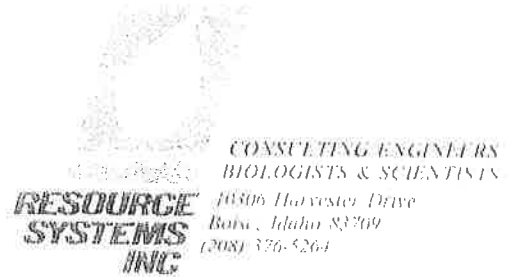
Eric M. Gerke  
Project Manager  
Regulatory Division

Enclosure:

USGS: Location Map  
Ground Photographs of the Mitigation Site, Summer 2014

August 17, 2015

Tonya Wallace  
Strategic Advisor, City of Boise  
Harris Ranch Community Infrastructure District No. 1  
150 N. Capital Blvd.  
Boise, ID 83702



Re: Wetlands Improvements

Dear Mrs. Wallace,

I hereby affirm that all of the improvements to the wetlands have been completed per Corps of Engineers policy and in accordance with the approved plans. According to the January 9, 2015 letter from the U.S. Army Corps of Engineers (Attached):

“Based on field surveys and aerial photographic interpretation, the designed mitigation site exceeded all performance criteria in the referenced plan... This is an exceptional accomplishment considering the engineering foresight of designing the mitigation site to function in drought conditions, which unfortunately is the present condition in Southwest Idaho. The United States Army Corps of Engineers (USA CE) deems the mitigation site in full compliance with the report entitled: *Wetland Mitigation Plan, Adaptive Management Plan Addendum, NWW-2008-141-BOL, Dallas Harris Ranch Estates*, as of this date.”

Please contact me at 208-376-5264 if you have any further questions.

Regards,

A handwritten signature in cursive script that reads "Karl Gebhardt".

Karl Gebhardt, P.E., P.H.  
Resource System Inc.

GP15B-7

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	08/18/2015	999,627.64	1		
2 Payment	09/03/2015	999,627.64	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest	Balance Due		Total
						Principal		
Loan 08/18/2015		0.00	0.00	0.00	0.00	999,627.64		999,627.64
1 09/03/2015	999,627.64	2,300.51	0.00	999,627.64	2,300.51	0.00		2,300.51
2015 Totals	999,627.64	2,300.51	0.00	999,627.64				
Grand Totals	999,627.64	2,300.51	0.00	999,627.64				

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GP15B-7

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An open balance of 2,300.51 still remains.





Jim D. Hansen, President  
Sara M. Baker, Vice President  
Rebecca W. Arnold, Commissioner  
Kent Goldthorpe, Commissioner  
Paul Woods, Commissioner

October 23, 2015

To: **Barber Valley Development Inc.**  
**4940 E Mill Station Dr., Ste 101B**  
**Boise, ID 83716**

Re: **Parkcenter Boulevard & West Roundabout Project at Harris Ranch**  
**Project (Trakit) No. SUBP14-0251**  
Acceptance for Maintenance

You are hereby advised that construction of the public street improvements required of **Parkcenter Boulevard & West Roundabout Project at Harris Ranch** have been inspected by District personnel and said work has been satisfactorily completed to District Standards and the approved plans.

The Ada County Highway District hereby accepts the public street improvements constructed with **Parkcenter Boulevard & West Roundabout Project at Harris Ranch** for public maintenance.

An Inspection Deposit in the amount of \$30,000 was provided prior to construction, with a total of \$28,021.22 being charged for inspection costs. The balance of **\$1,978.78** is due the applicant under the terms of the inspection agreement and has been refunded with this letter.

This acceptance date of **August 18, 2015** is the date of commencement of all warranties and guarantees for the 24-month period stipulated in the **subdivision construction permit**.

If you have any questions or concerns, please contact me at 208/387-6186.

Regards,

*Jeanne Gage*  
Development Review

cc: Dale Ann Barton, [dbarton@adaweb.net](mailto:dbarton@adaweb.net)  
Sherwin Pestka, ACHD Accounting  
Ana Osborn, ACHD Accounting  
Dennis Meredith, ACHD Development Services  
Gail Jorgenson, ACHD GIS Services  
Jayson Buchholz, P.E. & Dennis Klein, ACHD Pavement Management  
Greg Fullerton & Scott Forrey, ACHD Utilities  
Darrin Carroll & Matt Degen, ACHD Design

File

GO15B-8

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	01/05/2012	70,491.79	1		
2 Payment	09/03/2015	70,491.79	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
					Interest	Principal	
Loan 01/05/2012		0.00	0.00	0.00	0.00	70,491.79	70,491.79
2012 Totals	0.00	0.00	0.00	0.00			
1 09/03/2015	70,491.79	13,556.15	0.00	70,491.79	13,556.15	0.00	13,556.15
2015 Totals	70,491.79	13,556.15	0.00	70,491.79			
Grand Totals	70,491.79	13,556.15	0.00	70,491.79			

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GO15B-8

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An open balance of 13,556.15 still remains.



KNIFE RIVER CO.  
Remit To:  
Southern Idaho Division  
5450 W. Gowen Road  
Boise, ID 83709  
Fax: (208) 362-6199

Contract No. 7524	Project No. 2596012	Invoice No. 16553
Job Description HARRIS RANCH CONTAMINATED FUEL CLEANUP		
Invoice Date: 08/29/11	Appl No. 1	Adjust No. ...
Bill From: 08/01/11	Bill To: 08/31/11	Cust Ref No. HR CONTAMI

Customer:  
443253  
HARRIS FAMILY LIMITED PARTNERSHIP -  
494D E MILL STATION  
BOISE ID 83716

Line	Description	Units	Rate	Ext	Disc	Net	Tax	Net Total	Adj	Total
1	7/20/11 CAT 950 FRONT LOADER	7.00 HR	95.00	665.00	7.00	665.00	0.00	665.00	7.00	665.00
2	7/20/11 CAT 305 EXCAVATOR	6.00 HR	127.00	762.00	6.00	762.00	0.00	762.00	6.00	762.00
3	7/21/11 CAT 950 FRONT LOADER	2.00 HR	95.00	190.00	2.00	190.00	0.00	190.00	2.00	190.00
4	7/21/11 CAT 305 EXCAVATOR	6.00 HR	127.00	762.00	6.00	762.00	0.00	762.00	6.00	762.00
5	7/22/11 CAT 950 FRONT LOADER	6.00 HR	95.00	475.00	5.00	475.00	0.00	475.00	5.00	475.00
6	7/22/11 CAT 305 EXCAVATOR	6.00 HR	127.00	625.00	5.00	625.00	0.00	625.00	5.00	625.00
7	7/28/11 CAT 325 EXCAVATOR	2.00 HR	127.00	254.00	2.00	254.00	0.00	254.00	2.00	254.00
8	8/12/11 HAUL OFF	1,332.00 CY	12.20	16,250.40	1,932.00	16,250.40	0.00	16,250.40	1,932.00	16,250.40
Total Original Amount:				\$ 19,993.40		\$ 19,993.40	\$ 0.00	\$ 19,993.40		\$ 19,993.40
Subtotal Amount:				\$ 19,993.40		\$ 19,993.40	\$ 0.00	\$ 19,993.40		\$ 19,993.40
Total Invoice Amount:				\$ 19,993.40		\$ 19,993.40	\$ 0.00	\$ 19,993.40		\$ 19,993.40

Previous Invoices:	\$	0.00
Current Invoices:	\$	19,993.40
Total Amount Billed to Date:	\$	19,993.40
Total Payments Received to Date:	\$	0.00
<b>Total Outstanding</b>	\$	<b>19,993.40</b>

FUEL CLEANUP  
J. LOUGH  
9.1.11  
DIG & CHASE \$ 3,743.00  
HAUL OFF \$ 16,250.40



Intermountain COMMUNITY BANK 521 NORTH AVENUE, SUITE 100 BOISE, ID 83716

1733

BARBER VALLEY DEVELOPMENT, INC.

1940 E MILL STATION WAY BOISE, ID 83716

92 260/1231

1/5/2012

TO THE ORDER OF Knife River

\$ 19,993.40

Nineteen Thousand Nine Hundred Ninety Three and 40/100

DOLLARS

Knife River  
15450 W Cowen Rd  
Boise Idaho 83709

MEMO

Fuel Cleanup #16553

⑈001733⑈ ⑆123103606⑆ 09303215⑈

BARBER VALLEY DEVELOPMENT, INC.

1733

Knife River

1/5/2012

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/29/2011	Bill	16553	19,993.40	19,993.40		19,993.40
					Check Amount	19,993.40

Intermt. Comm. Ban Fuel Cleanup #16553

19,993.40

BARBER VALLEY DEVELOPMENT, INC.

1733

Knife River

1/5/2012

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/29/2011	Bill	16553	19,993.40	19,993.40		19,993.40
					Check Amount	19,993.40

Intermt. Comm. Ban Fuel Cleanup #16553

19,993.40



Southern Idaho Division  
 5450 W. Gowen Road  
 Boise, Idaho 83709  
 Ph: (208) 362-6152  
 CCB# 2101

Invoice #	Invoice Date
1149656	11/15/11
Account Number	
434896	
Terms	
Net 10th	

Sold To: HARRIS FAMILY LIMITED PARTNERSHIP  
 4940 E MILL STATION  
 BOISE ID 83716

Pay Item	Description	Tax	Amount
001	.5 HR. FRONT LOADER		47.50
002	1.5 HR. ONSITE TRUCK		127.50
003	WORK ON 9/13/2011		
004			95.00
005	1 HR. FRONT LOADER		381.00
006	3 HR. 330 JD EXCAVATOR		79.00
007	1 HR. ROLLER		680.00
008	8 HR. ONSITE TRUCK		
009	WORK ON 9/14/2011		
010			190.00
011	2 HR. MOTORGRADER		190.00
012	2 HR. FRONT LOADER		158.00
013	2 HR. ROLLER		127.50
014	1.5 HR. ONSITE TRUCK		
015	WORK ON 9/15/2011		
016			
017	BACKFILL & COMPACT EXC FOR		
018	CONTAMINATED SOILS		
<p style="text-align: center;"> <i>CONTAMINATED SOIL</i>  <i>FUEL SPILL @</i>  <i>OLD MILL SITE</i>  <i>* FINAL BILL *</i>  <i>BACKFILL OF HOLE</i> </p>			
Sub Total			2,075.50
Available Discount			
Total Tax			
Total Due			2,075.50

FUEL CLEAN UP  
 BACKFILL  
 J COUGER 11.27.11



1726

BARBER VALLEY DEVELOPMENT, INC

1/3/2012

Knife River  
Date 12/6/2011 Type Bill Reference Fuel Cleanup

Original Amt  
2,075.50

Balance Due  
2,075.50

Discount  
Check Amount

Payment  
2,075.50  
2,075.50

2,075.50

Intermtl Comm Ban

1149656 fuel spill

BARBER VALLEY DEVELOPMENT, INC

1149656 fuel spill

GO15B-9

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	11/03/2014	375,976.00	1		
2 Payment	09/03/2015	375,976.00	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
						Interest	Principal	
Loan	11/03/2014		0.00	0.00	0.00	0.00	375,976.00	375,976.00
2014 Totals		0.00	0.00	0.00	0.00			
1	09/03/2015	375,976.00	16,439.94	0.00	375,976.00	16,439.94	0.00	16,439.94
2015 Totals		375,976.00	16,439.94	0.00	375,976.00			
Grand Totals		375,976.00	16,439.94	0.00	375,976.00			



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GO15B-9

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An open balance of 16,439.94 still remains.

Warm Springs Improvements  
Idaho Power

	Date	Amount Paid	Refund	Check #	Date paid
Job #27398449	10/31/2014	\$ 411,223.00		2908	11/3/2014
Job #27398449 Refund from Idaho Power			\$ 35,247.00	1518784	6/9/2015
<b>Total Paid</b>		<b>\$ 375,976.00</b>			



Intermountain COMMUNITY BANK 521 12TH AVE. S. NAMPA, ID 83716

2908

BARBER VALLEY DEVELOPMENT, INC.

4940 E. MILL STATION DRIVE, STE 301 B

BOISE, ID 83716

92-360/1231

11/3/2014

PAY TO THE ORDER OF Idaho Power

\$ 411,223.00

Four Hundred Eleven Thousand Two Hundred Twenty Three and 00/100

DECLARS

Idaho Power

MEMO 27398449 BVD line relocation

⑈002908⑈ ⑆123103606⑆ 09303215⑈

BARBER VALLEY DEVELOPMENT, INC.

2903

Idaho Power

11/3/2014

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/3/2014	Bill		411,223.00	411,223.00		411,223.00
					Check Amount	411,223.00

IntermountainComm. 27398449 BVD line relocation 411,223.00

BARBER VALLEY DEVELOPMENT, INC.

2908

Idaho Power

11/3/2014

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/3/2014	Bill		411,223.00	411,223.00		411,223.00
					Check Amount	411,223.00

IntermountainComm 27398449 BVD line relocation 411,223.00



Account Number: 2270080308

Questions? Call (208) 388-2323 (Treasure Valley) or 1-800-488-6151. Se habla español.

NOVEMBER 10, 2014

BARBER VALLEY DEVELOPMENT  
4940 E MILL STATION DR  
BOISE, ID 83716

PAYMENT RECEIPT

Dear BARBER VALLEY DEVELOPMENT,

Thank you for your payment in the amount of \$411,223.00. We received your check #2908 on 11/10/2014 for the following construction project(s):

Description/Work Order #	Payment Amount	Balance Owing
E WARM SPRING AVE Work Order: 27398449 WORK ORDER:	\$411,223.00	\$0.00

We appreciate the opportunity to serve you. If you have any questions regarding this receipt, please contact Idaho Power at (208) 388-2323 (Treasure Valley) or 1-800-488-6151.

Thank you.



PO BOX 70  
BOISE, ID 83707

(208) 388-2323 (Treasure Valley)



2713 1 AT 0.403 T201 00002713 13 2713  
BARBER VALLEY DEVELOPMENT  
4940 E MILL STATION DR  
BOISE, ID 83716-8628





An IDACORP Company

DATE	INVOICE NO.	PAYMENT AMT	CUR
09/15	273984490115160	\$35,247.00	USD
Pymt Comments: LN EX REF 30 27398449			
	TOTAL FOR CHECK 0001518784	\$35247.00	

Job # 27398449 refund

PLEASE DETACH AND RETAIN BEFORE DEPOSITING CHECK

FOR SECURITY PURPOSES, THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK



IDAHO POWER COMPANY  
P.O. BOX 70  
BOISE, IDAHO 83707

CHECK NO. 0001518784  
DATE 06/09/2015

AMOUNT

PAY EXACTLY

BARBER VALLEY DEVELOPMENT  
664 S. RIVERSHORE LN STE 152  
EAGLE, ID 83616-4910

00015187840104220382419600032457



## CUSTOMER COST QUOTE IDAHO

<b>Customer or Project Name:</b> BARBER VALLEY DEVELOPMENT LLC-OH TO UG 34.5KV LINE	<b>Design Number:</b> 0000100862	<b>Version:</b> 003	<b>Work Order #:</b> 27398449
--	-------------------------------------	------------------------	----------------------------------

	Prepaid Fees	Debit	Credit	Totals
<b>Line Installation Cost</b>				
1. Line Installation/Upgrade Costs		16,153		
2. Company Betterment / Other Credits			12,762	
3. Salvage IPCO - Credit			224	
4. Customer Provided Trench			0	
<b>5. Net Line Installation Cost</b>				3,167
<b>Terminal Facilities</b>				
6. Terminal Facilities		0		
7. Customer Allowance			0	
8. Salvage Term Credit			0	
<b>9. Net Terminal Facilities</b>				0
10. Unusual Conditions		35,247		
11. Bank Letter of Credit <i>(Only for Unusual Conditions over \$10,000)</i>			0	
12. Net Construction Cost				38,414
13. Net Vested OR Refundable Construction Cost <i>(Limited to 5 years or 4 additional applicants)</i>				35,247
14. Construction Cost Not Available for Vesting or Refund				3,167
<b>Other Charges</b>				
15. Vested Interest Work Order #		0		
16. Billable Permits		0		
17. Prepaid Permits	\$ 0			
18. Billable Engineering Charges		0		
19. Prepaid Engineering Charges	\$ 0			
20. Underground Service Attachment Charge		0		
21. Relocation or removal with new capacity		400		
22. Relocation or removal with NO new capacity		372,409		
23. Salvage Credit Relocation			0	
24. Miscellaneous Charges/Adjustments		0		
<b>25. Net Other Charges</b>				372,808
<b>26. Total Work Order Charges</b>		\$ 424,209		
27. Idaho Power Co. Contribution & Other Credits			\$ 12,986	
<b>28. Total Customer Payment Due (Line 12 + Line 25)</b>				\$ 411,223

Customer signature is required on Page 2 of this document

Notes: \_\_\_\_\_

DHE POWER LINE  
#3055  
JLW/LPZ  
10.29.14

Customer or Project Name: BARBER VALLEY DEVELOPMENT LLC-OH TO UG 34.5KV LINE	Design Number: 0000100862	Version: 003	Work Order #: 27398449
---	------------------------------	-----------------	---------------------------

Total Customer Payment Due Prior to Construction Scheduling

\$ 411,223

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of sixty (60) days from the date below indicated, subject to changes in information provided by Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than thirty (30) days prior to the start of the construction work set forth above (the "Work"), but Idaho Power does not represent that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Prior to commencement of the Work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives, and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgments and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Rights of Way) on file with the IPUC and OPUC: "The Customer shall, without cost to the Company, grant the Company a right of way for the Company's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by the Company's employees at all reasonable hours." By signing this form, Customer grants to Idaho Power a perpetual right-of-way over Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to Customer and any future owners of Customer's property.

NA (Customer Initials) Charges for installation of underground electrical service are not included in this Cost Quote and will be billed to the customer after work has completed

NA (Customer Initials) The customer acknowledges receipt of the reduced charge option brochure, also available at [idahopower.com](http://idahopower.com)

Customer Signature X

*[Handwritten Signature]*



Date:

10/31/14

IPCo Representative X

*[Handwritten Signature]*

Quotation Date X

10/27/14





Idaho Power Company  
Service Request

Page: 1  
Date: 10/27/2014

Service Request Number: 00352099  
BARBER VALLEY DEVELOPMENT LLC -OH TO UG 34.5KV LINE WARM SPRINGS

Work Order Number:  
Request Type: RL  
Rate Sch.:  
Reply By:  
Eng Hours:  
Eng Fee Amount(Att98): 0.00  
Eng Fee Amount(Att16):  
Eng Fee Service Agreement No:  
Eng Fee Service Agreement Date:  
Customer No: 2270060308  
Feeder: EKRT42A  
Service Location: E WARM SPRING AVE BOISE, ID 83710  
Required in Service Date: 8/31/2014  
Planning Center/Team: EBIC

Contact Detail:

CUST BARBER VALLEY DEVELOPMENT -JIM  
4940 e mill station dr, , BOISE ID 83616 713-2527 426-0047  
IPCO ZAC WALKER 388-6309

Attribute Information

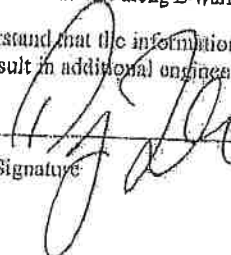
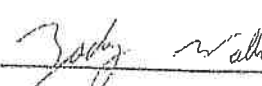
Facilities Charge

Service Voltage  
Number of Phases  
KW Motor Load:  
Largest Motor  
1 Phase KW Demand  
3 Phase KW Demand  
Commercial KW Load  
Commercial Deposit Amount  
No. Of Meters  
Meter Location  
Ct Loc  
Primary OH/UG  
Service OH/UG  
Srv Owner  
Panel Amp Size

Notes

uting overhead line along E Warm Springs and putting ug. Approx 2,200'

I understand that the information provided above is accurate to the best of my knowledge. Changes to load; voltage; location; etc. may result in additional engineering charges.

Client Signature:  Date: 10/31/14  
Idaho Power Representative Signature:  Date: 10/27/14





# Memorandum of Understanding

Project Name: Barber Valley Development

Work Order Number: 27398449

The quoted prices and credits include these requirements for trench backfill and compaction and the final grade.

**1. Standard Compaction**

**Standard compaction** is required in all areas that do not require high compaction. For standard compaction, backfill with the native soil and "wheel-roll" the trench. If the soil is "loamy" or does not compact well, the spoils must be hauled off and replaced with 3/4" road mix up to 12" of the surface. Use native backfill for the top 12" of the trench.

                     Standard compaction footage

**Note:** The grantor of the right-of-way may require high compaction in areas that are not under a paved surface or road but still within the right-of-way.

**2. High (or 95%) Compaction**

**High compaction** is required in areas where the trench will be under:

- ◆ A roadway, alley, driveway, or parking lot (whether paved or unpaved).
- ◆ A paved surface.
- ◆ Where the grantor of the right-of-way requires high compaction.

For high compaction, backfill the trench in 12" lifts with 3/4" roadmix or "pit run" and compact each lift with a "wacker" or other similar compaction device. Native soil is not acceptable as a backfill material for high compaction and must be hauled off.

813 High compaction footage

**3 Final Grade**

We understand that as of December 1, 2014 the above named project will be ready for facilities to be installed by Idaho Power.

All roadways and cable routes must have all grading and subgrading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths for Idaho Power facilities. The customer will be responsible for the total cost of damage to Idaho Power facilities that results from any subsequent changes in property any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.



This Memorandum of Understanding is accepted by:

[Signature]  
Customer Signature

Date

10/3/14

[Signature]  
Idaho Power Representative

Date

10/27/14

Customer or Project Name: BARBER VALLEY DEVELOPMENT LLC-OH TO UG 34.5KV LINE	Design Number: 0000100862	Version: 003	Work Order #: 27398449
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**Unusual Conditions Acknowledgement**

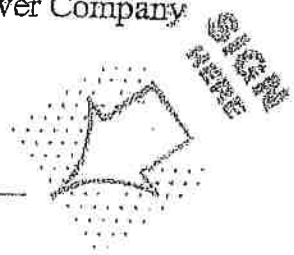
Unusual Conditions are construction conditions not normally encountered. These conditions may include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging, boring, incomplete customer trench, nonstandard facilities or construction practices, and other than available voltage requirements.

I have read and understand the above definition of Unusual Conditions as set forth in Idaho Power Company's Line Installation tariff, Rule H. I further understand that Idaho Power Company will determine the type and extent of the Unusual Conditions encountered.

Unusual Conditions charged for on the Customer Cost Quote sheet, but not encountered, will be refunded to the Customer by Idaho Power Company after the completion of construction.

Signed: \_\_\_\_\_  
Customer Signature

Date: 10/31/14





Intermountain COMMUNITY BANK 521 12TH AVE. S. Nampa, ID 83716

2908

BARBER VALLEY DEVELOPMENT, INC. 4940 E. MILL STATION DRIVE STE 101 B BOISE ID 83716

92-360/1231

11/3/2014

PAY TO THE ORDER OF Idaho Power

\$ \*\*411,223.00

Four Hundred Eleven Thousand Two Hundred Twenty-Three and 00/100

DOLLARS

Idaho Power

MEMO 27398449 BVD line relocation

⑈002908⑈ ⑆123103606⑆ 09303215⑈

BARBER VALLEY DEVELOPMENT, INC.

2908

Idaho Power

11/3/2014

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/3/2014	Bill		411,223.00	411,223.00		411,223.00
				Check Amount		411,223.00

IntermountainComm. 27398449 BVD line relocation

411,223.00

BARBER VALLEY DEVELOPMENT, INC.

2908

Idaho Power

11/3/2014

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/3/2014	Bill		411,223.00	411,223.00		411,223.00
				Check Amount		411,223.00

IntermountainComm 27398449 BVD line relocation

411,223.00



Account Number: 2270080308

Questions? Call (208) 388-2323 (Treasure Valley) or 1-800-488-6151. Se habla español.

NOVEMBER 10, 2014

BARBER VALLEY DEVELOPMENT  
4940 E MILL STATION DR  
BOISE, ID 83716

PAYMENT RECEIPT

Dear BARBER VALLEY DEVELOPMENT,

Thank you for your payment in the amount of \$411,223.00. We received your check #2908 on 11/10/2014 for the following construction project(s).

Description/Work Order #	Payment Amount	Balance Owning
E WARM SPRING AVE Work Order: 27398449 WORK ORDER:	\$411,223.00	\$0.00

We appreciate the opportunity to serve you. If you have any questions regarding this receipt, please contact Idaho Power at (208) 388-2323 (Treasure Valley) or 1-800-488-6151.

Thank you.



PO BOX 70  
BOISE, ID 83707  
(208) 388-2323 (Treasure Valley)



2713 1 AT 0.403 T201 00002713 13 2713  
BARBER VALLEY DEVELOPMENT  
4940 E MILL STATION DR  
BOISE, ID 83716-8628



Accrued Interest Income HRCID#1  
 Barber Valley Development & Harris Family Limited Partnership  
 GO Bond 2016

Project Name	Naming Per City	Completion Date	Document Referenced	Reimbursement		Date CID		Interest Amount Reimbursed	Accrued Interest Balance Due	Reimbursement Source	Entity
				Total		Reimbursement Received	Total Interest Due				
Idaho Power Connection to Fire Station 1st Roundabout Construction (2nd Reimbursement)	GO16-1 Interest	8/26/2020	Work Order No. 27327408 ACHD Acceptance for Maintenance	\$ 29,226.00	\$	9/2/2016	\$ 9,291.84	\$ -	9,291.84	GO Bond 2016-1	Barber Valley Development
1st Roundabout Design (2nd Reimbursement)	GO16-2 Interest	8/18/2015	ACHD Acceptance for Maintenance	\$ 308,144.93	\$	9/2/2016	\$ 17,456.63	\$ -	17,456.63	GO Bond 2016-2	Barber Valley Development
Barber Road Segment B	GO16-3 Interest	8/18/2015	Knife River Final Invoice & Payment w/ Cashiers Check	\$ 186,818.08	\$	9/2/2016	\$ 10,570.57	\$ -	10,570.57	GO Bond 2016-3	Harris Family Limited Partnership
Warm Springs Bypass (1st Reimbursement)	GO16-4 Interest	11/2/2006	ACHD Acceptance for Maintenance	\$ 345,838.83	\$	9/2/2016	\$ 124,727.01	\$ -	124,727.01	Go Bond 2016-4	Harris Family Limited Partnership
	GO16-5 Interest	1/12/2016		\$ 347,780.97	\$	9/2/2016	\$ 12,262.84	\$ -	12,262.84	Go Bond 2016-5	Barber Valley Development

GO16-1

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	08/26/2010	29,226.00	1		
2 Rate Change	12/17/2015	Rate: 5.500 %		Rate Period: Annual	
3 Payment	09/02/2016	29,226.00	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
					Interest	Principal	
Loan 08/26/2010		0.00	0.00	0.00	0.00	29,226.00	29,226.00
2010 Totals	0.00	0.00	0.00	0.00			
Rate 12/17/2015		8,146.85	0.00	0.00	8,146.85	29,226.00	37,372.85
12/17/2015	Rate: 5.500 %						Rate Period: Annual
2015 Totals	0.00	8,146.85	0.00	0.00			
1 09/02/2016	29,226.00	1,145.02	0.00	29,226.00	9,291.87	0.00	9,291.87
2016 Totals	29,226.00	1,145.02	0.00	29,226.00			
Grand Totals	29,226.00	9,291.87	0.00	29,226.00			

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GO16-1

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An open balance of 9,291.87 still remains.



# CUSTOMER COST QUOTE IDAHO

Customer or Project Name: <b>HARRIS RANCH #2, FIRE STATION #15 ON WARM SPRINGS</b>	Design Number: <b>0000082903</b>	Work Order #: <b>27327408</b>
---	-------------------------------------	----------------------------------

Line Installation Cost	Prepaid Fees	Debit	Credit	Totals
1. Line Installation/Upgrade Costs		12,569		
2. Company Betterment			0	
3. Salvage Taxable - Credit			0	
4. Customer Provided Trench			0	
<b>5. Net Line Installation Cost</b>				<b>12,569</b>
<b>Terminal Facilities</b>				
6. Terminal Facilities		10,286		
7. Customer Allowance			3,658	
<b>8. Net Terminal Facilities</b>				<b>6,628</b>
9. Unusual Conditions		9,129		
10. Bank Letter of Credit <i>(Only for Unusual Conditions over \$10,000)</i>			0	
11. Net Construction Cost				<b>28,326</b>
12. Net Vested OR Refundable Construction Cost <i>(Limited to 5 years or 4 additional applicants)</i>				<b>19,184</b>
13. Construction Cost Not Available for Vesting or Refund				<b>9,142</b>
<b>Other Charges</b>				
14. Vested Interest Work Order #		0		
15. Billable Right of Way Permits		0		
16. Prepaid Right of Way Permits	\$ 0			
17. Billable Engineering Charges		900		
18. Prepaid Engineering Fees	\$ 0			
19. Underground Service Attachment Charge		0		
20. Relocation or removal with new capacity		0		
21. Relocation or removal with NO new capacity		0		
22. Salvage Credit on Relocation or Removal			0	
23. Miscellaneous Charges/Adjustments		0		
<b>24. Net Other Charges</b>				<b>900</b>
<b>25. Total Work Order Charges</b>		<b>\$ 32,884</b>		
<b>26. Idaho Power Co. Contribution &amp; Other Credits</b>			<b>\$ 3,658</b>	
<b>27. Total Customer Payment Due (Line 11 + Line 24)</b>				<b>\$ 29,226</b>

**Notes:** CUSTOMER WILL NEED TO HAVE PINS LOCATED AND TRANSFORMER AREA STAKED

**Notice:** This written quotation shall be binding on the Company for a period of sixty days (60) from the date below indicated, subject to changes in information provided by the Customer or changes in the Company's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission. The Customer must make payment of the quote amount not less than thirty (30) days prior to the start of construction, but the Company does not represent that construction will commence within 30 days of receipt of payment. The start of construction will be subject to the Company's ability to obtain the necessary labor, materials and equipment.

Customer Signature X	Date X <u>8-17-10</u>
X _____ (Customer Initials) Charges for installation of underground electrical service are not included in this Cost Quote and will be billed to the customer after work has completed	
X _____ (Customer Initials) The customer acknowledges receipt of the reduced charge option brochure/packed, also available at idahopower.com	
IPCo Representative	Quotation Date <u>8-10-10</u>





Idaho Power Company  
Service Request

Page: 1  
Date: 8/10/2010

Service Request Number: 00295979

HARRIS RANCH #2, FIRE STATION #15 ON WARM SPRINGS RD

Work Order Number: 27327408

Eng Hours:

Request Type: CS

Eng Fee Amount(Att98): 0.00

Rate Sch.: 9

Eng Fee Amount(Att16):

Reply By:

Eng Fee Service Agreement No:

Eng Fee Service Agreement Date:

Customer No:

Feeder: EKRT42A

Service Location: WARM SPRINGS BOISE, ID

Required in Service Date: 7/30/2010

Planning Center/Team: EBIC

Contact Detail:

IPCO PAT CANTRELL

388-2048

Attribute Information

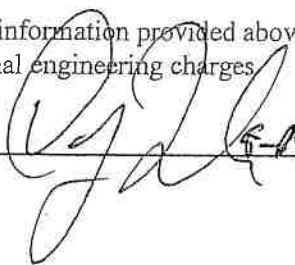
RES/COM

Service Voltage	120/208	No. Of Meters	1
Number of Phases	3	Meter Location	
KW Motor Load:		Ct Loc	TRANSFORMER
Largest Motor		Primary OH/UG	UG
1 Phase KW Demand		Service OH/UG	UG
3 Phase KW Demand		Srv Owner	CUST
Connected KW Load		Panel Amp Size	800
Commercial Deposit Amount			

Notes

I understand that the information provided above is accurate to the best of my knowledge. Changes to load; voltage; location; etc. may result in additional engineering charges.

Client Signature

  
8-19-10

Date

Idaho Power Representative Signature

  
8-10-10

Date



MEMORANDUM OF UNDERSTANDING

The prices quoted to you for construction of underground power to serve  
Fire Station #15 in Harris Ranch

are based on two assumptions:

**Compaction** Idaho Power Company's standard compaction is to use slag backfill in road crossing and "wheel roll" on all other trenches. Greater compaction will require special arrangements.

**Final Grade** We understand that as of \_\_\_\_\_ the above named project will be ready for power facilities to be installed by Idaho Power Company.

The roadways, streets, and cable routes must have all grading and subgrading complete prior to installation of cables. The project must be properly referenced and grade stakes installed as might be necessary to establish the proper elevations and depths for Idaho Power Company facilities and any grade and profile plans are hereby verified as correct and final.

The customer will be responsible for the total cost of any needed relocation, repair or damage to Idaho Power Company facilities which results from any changes in elevations, grades, excavations, or profiles causing improper depths and/or locations of cables, transformers, vaults, boxes, or other equipment after installation has been complete.

This Memorandum is agreed to by:

\_\_\_\_\_  
Customer's Signature

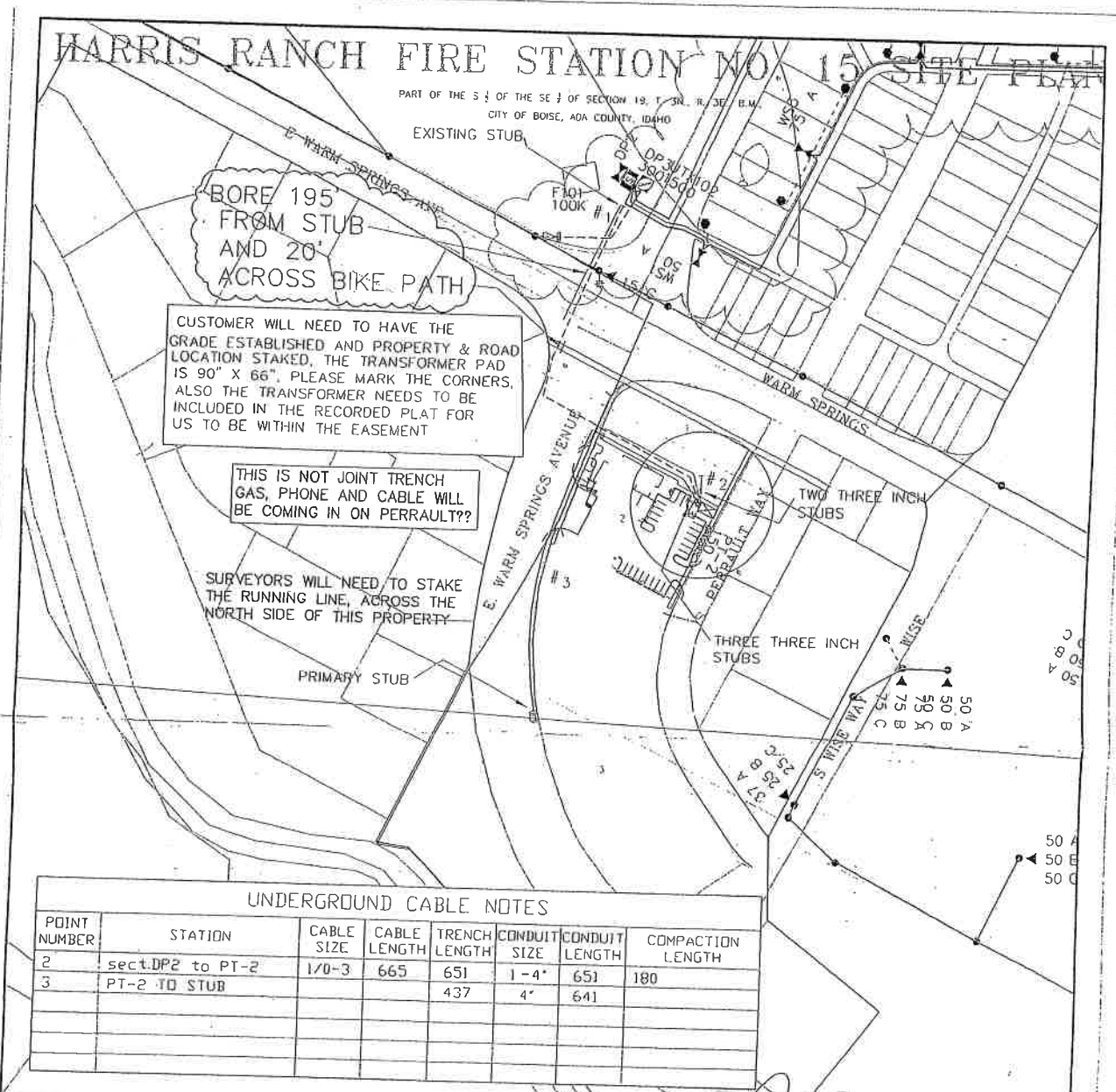
8-10-10  
Date

\_\_\_\_\_  
Idaho Power Company Representative

8-10-10  
Date

# HARRIS RANCH FIRE STATION NO. 15 SITE PLAN

PART OF THE S 1/2 OF THE SE 1/4 OF SECTION 19, T. 38 N., R. 30 E., N.M.  
CITY OF BOISE, ADA COUNTY, IDAHO



BORE 195 FROM STUB AND 20' ACROSS BIKE PATH

CUSTOMER WILL NEED TO HAVE THE GRADE ESTABLISHED AND PROPERTY & ROAD LOCATION STAKED, THE TRANSFORMER PAD IS 90" X 66". PLEASE MARK THE CORNERS. ALSO THE TRANSFORMER NEEDS TO BE INCLUDED IN THE RECORDED PLAT FOR US TO BE WITHIN THE EASEMENT

THIS IS NOT JOINT TRENCH GAS, PHONE AND CABLE WILL BE COMING IN ON PERRAULT??

SURVEYORS WILL NEED TO STAKE THE RUNNING LINE, ACROSS THE NORTH SIDE OF THIS PROPERTY

## UNDERGROUND CABLE NOTES

POINT NUMBER	STATION	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH
2	sect DP2 to PT-2	1/0-3	665	651	1-4"	651	180
3	PT-2 TO STUB			437	4"	641	

Job Title: **HARRIS RANCH #2, FIRE STATION #15 ON WARM SPRINGS RD** Customer: *[Signature]* Date: **8-20-10**

Additional Description: **THREE PHASE POWER TO FIRE STATION WITH A PRIMARY STUB CONTINUING ON TO THE SOUTH**

Feeder Map file Name: EKRT4202					Surveyed or GPS: GPS		Fdr By: _____		Designer: PDC9428	
Quo	Twn	Rng	Sec	Mer	Joint Use Attachments: NO		Date: _____		Design No: 0000082903	
1	03N	03E	30	BM	Pre-Built Date: _____		ArcFM By: _____		Work Order No: 27327408	
State ID	County ADA				Built as Designed: _____		Date: _____			
					Construction Date: _____					
					Operating Voltage: 12.5 KV					

CK# 1196  
BVD

8/26/2010

Idaho Power

\*\*29,226.00

Twenty-Nine Thousand Two Hundred Twenty-Six and 00/100\*\*\*\*\*

Idaho Power Company

power utilitie to Fire Station

Idaho Power

8/26/2010

29,226.00

Columbia/ICB- CHEC power utilitie to Fire Station

29,226.00

Idaho Power

8/26/2010

29,226.00

Columbia/ICB- CHEC power utilitie to Fire Station

29,226.00

GO16-2

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	08/18/2015	308,144.93	1		
2 Rate Change	12/07/2015	Rate: 5.500 %		Rate Period: Annual	
3 Payment	09/02/2016	308,144.93	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
						Interest	Principal	
Loan	08/18/2015		0.00	0.00	0.00	0.00	308,144.93	308,144.93
Rate	12/07/2015		4,919.77	0.00	0.00	4,919.77	308,144.93	313,064.70
	12/07/2015	Rate: 5.500 %						
			Rate Period: Annual					
2015 Totals		0.00	4,919.77	0.00	0.00			
1	09/02/2016	308,144.93	12,536.86	0.00	308,144.93	17,456.63	0.00	17,456.63
2016 Totals		308,144.93	12,536.86	0.00	308,144.93			
Grand Totals		308,144.93	17,456.63	0.00	308,144.93			

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GO16-2

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An open balance of 17,456.63 still remains.



Jim D. Hansen, President  
Sara M. Baker, Vice President  
Rebecca W. Arnold, Commissioner  
Kent Goldthorpe, Commissioner  
Paul Woods, Commissioner

October 23, 2015

To: **Barber Valley Development Inc.**  
**4940 E Mill Station Dr., Ste 101B**  
**Boise, ID 83716**

Re: **Parkcenter Boulevard & West Roundabout Project at Harris Ranch**  
**Project (Trakit) No. SUBP14-0251**  
Acceptance for Maintenance

You are hereby advised that construction of the public street improvements required of **Parkcenter Boulevard & West Roundabout Project at Harris Ranch** have been inspected by District personnel and said work has been satisfactorily completed to District Standards and the approved plans.

The Ada County Highway District hereby accepts the public street improvements constructed with **Parkcenter Boulevard & West Roundabout Project at Harris Ranch** for public maintenance.

An Inspection Deposit in the amount of \$30,000 was provided prior to construction, with a total of \$28,021.22 being charged for inspection costs. The balance of **\$1,978.78** is due the applicant under the terms of the inspection agreement and has been refunded with this letter.

This acceptance date of **August 18, 2015** is the date of commencement of all warranties and guarantees for the 24-month period stipulated in the **subdivision construction permit**.

If you have any questions or concerns, please contact me at 208/387-6186.

Regards,

*Jeanne Gage*  
Development Review

cc: Dale Ann Barton, [dbarton@adaweb.net](mailto:dbarton@adaweb.net)  
Sherwin Pestka, ACHD Accounting  
Ana Osborn, ACHD Accounting  
Dennis Meredith, ACHD Development Services  
Gail Jorgenson, ACHD GIS Services  
Jayson Buchholz, P.E. & Dennis Klein, ACHD Pavement Management  
Greg Fullerton & Scott Forrey, ACHD Utilities  
Darrin Carroll & Matt Degen, ACHD Design

File

GO16-3

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	08/18/2015	186,818.08	1		
2 Rate Change	12/17/2015	Rate: 5.500 %		Rate Period: Annual	
3 Payment	09/02/2016	186,818.08	1		
Principal First Allocation					

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest	Balance Due Principal	Total
Loan 08/18/2015		0.00	0.00	0.00	0.00	186,818.08	186,818.08
Rate 12/17/2015		3,251.40	0.00	0.00	3,251.40	186,818.08	190,069.48
12/17/2015	Rate: 5.500 %						
2015 Totals	0.00	3,251.40	0.00	0.00			
1 09/02/2016	186,818.08	7,319.17	0.00	186,818.08	10,570.57	0.00	10,570.57
2016 Totals	186,818.08	7,319.17	0.00	186,818.08			
Grand Totals	186,818.08	10,570.57	0.00	186,818.08			



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GO16-3

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An open balance of 10,570.57 still remains.



Jim D. Hansen, President  
Sara M. Baker, Vice President  
Rebecca W. Arnold, Commissioner  
Kent Goldthorpe, Commissioner  
Paul Woods, Commissioner

October 23, 2015

To: **Barber Valley Development Inc.**  
**4940 E Mill Station Dr., Ste 101B**  
**Boise, ID 83716**

Re: **Parkcenter Boulevard & West Roundabout Project at Harris Ranch**  
**Project (Trakit) No. SUBP14-0251**  
Acceptance for Maintenance

You are hereby advised that construction of the public street improvements required of **Parkcenter Boulevard & West Roundabout Project at Harris Ranch** have been inspected by District personnel and said work has been satisfactorily completed to District Standards and the approved plans.

The Ada County Highway District hereby accepts the public street improvements constructed with **Parkcenter Boulevard & West Roundabout Project at Harris Ranch** for public maintenance.

An Inspection Deposit in the amount of \$30,000 was provided prior to construction, with a total of \$28,021.22 being charged for inspection costs. The balance of **\$1,978.78** is due the applicant under the terms of the inspection agreement and has been refunded with this letter.

This acceptance date of **August 18, 2015** is the date of commencement of all warranties and guarantees for the 24-month period stipulated in the **subdivision construction permit**.

If you have any questions or concerns, please contact me at 208/387-6186.

Regards,

*Jeanne Gage*  
Development Review

cc: Dale Ann Barton, [dbarton@adaweb.net](mailto:dbarton@adaweb.net)  
Sherwin Pestka, ACHD Accounting  
Ana Osborn, ACHD Accounting  
Dennis Meredith, ACHD Development Services  
Gail Jorgenson, ACHD GIS Services  
Jayson Buchholz, P.E. & Dennis Klein, ACHD Pavement Management  
Greg Fullerton & Scott Forrey, ACHD Utilities  
Darrin Carroll & Matt Degen, ACHD Design

File

GO16-4

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	11/02/2009	345,838.83	1		
2 Rate Change	12/17/2015	Rate: 5.500 %		Rate Period: Annual	
3 Payment	09/02/2016	345,838.83	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest	Balance Due		Total
						Interest	Principal	
Loan 11/02/2009		0.00	0.00	0.00	0.00	345,838.83		345,838.83
2009 Totals	0.00	0.00	0.00	0.00				
Rate 12/17/2015		111,177.71	0.00	0.00	111,177.71	345,838.83		457,016.54
12/17/2015	Rate: 5.500 %	Rate Period: Annual						
2015 Totals	0.00	111,177.71	0.00	0.00				
1 09/02/2016	345,838.83	13,549.30	0.00	345,838.83	124,727.01		0.00	124,727.01
2016 Totals	345,838.83	13,549.30	0.00	345,838.83				
Grand Totals	345,838.83	124,727.01	0.00	345,838.83				

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GO16-4

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An open balance of 124,727.01 still remains.

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE AND HOLOGRAM. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.



**Intermountain  
COMMUNITY BANK**



# Official Check

16-4220/1220

Date: 11/02/09

0160669

REMITTER HARRIS FAMILY LIMITED PARTNERSHIP

**PAY  
TO THE  
ORDER OF**

EXACTLY \*\*852,438 AND 41/100 DOLLARS

\$852,438.41

KNIFE RIVER

DRAWER: INTERMOUNTAIN COMMUNITY BANK

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.  
P.O. BOX 8478 MINNEAPOLIS, MN 55480  
DRAWEE: PREFERRED BANK, LOS ANGELES, CA

MP

⑈ 160669⑈ ⑆ 122042205⑆ 0160011680765⑈



Intermountain  
COMMUNITY BANK

# OFFICIAL CHECK

0160669

DATE: 11/02/09

REMITTER: HARRIS FAMILY LIMITED PARTNERSHIP

TO: KNIFE RIVER

ORIGINATOR: LORIM  
TIME: 12:20:49  
CK AMT: \$852,438.41  
FEE AMT: \$.00  
TOTAL: \$852,438.41

NON-NEGOTIABLE

**To Owner:** KRIS FAMILY LIMITED PARTNERSHIP  
BOISE, ID 83716

**From:** Knife River - Southern Idaho Division  
5450 W. Gowen Road  
Boise, ID 83709  
Phone: (208)362-6152

**Project:** WARM SPRINGS RE/DALLAS HARRIS

**Contractor Job Number:** 2596011 - 5189  
**Via (Architect):**

**Application No:** 5  
**Invoice #:** 10527  
**Period To:** 10/31/2009  
**Architect's Project No:**  
**Contract Date:** 10/29/2009

**Contract For:** Schedule B

**Contractor's Application For Payment**

Change Order Summary	Additions	Deductions
Change Orders approved in previous months by owner	10,716.50	(15,863.25)
<b>Total this period:</b>		
<b>Net Change by Change Orders</b>		(5,146.75)

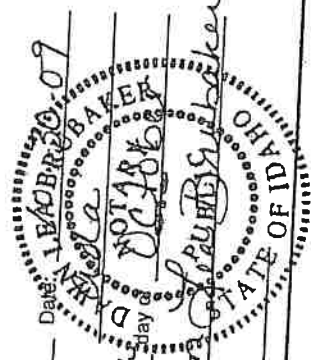
  

Original contract sum	388,091.66
Net change by change orders	(5,146.75)
Contract sum to date	382,944.91
Total completed and stored to date	382,944.90
<b>Retainage</b>	
5.0% of completed work	
___ % Stored Materials	
Total retainage	382,944.90
Total earned less retainage	363,068.03
Less previous certificates of payment	
<b>Current Sales Tax</b>	
___ % of taxable amount	
Current sales tax (this period)	
Current payment due	19,876.87
Balance to finish, including retainage	0.01

**Date:** 11/02/09  
**Project:** Harris Ranch  
**Approved:** [Signature]

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Knife River  
By: Rush Palmer  
State of: Idaho County of: Blaine  
Subscribed and sworn to before me this 30th day of October 2009 (year), Notary public: Dawn Spaulding  
My commission expires 9/25/2015



**Architect's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Architect: [Signature]  
By: [Signature] Date: 10/20/09

Amount Certified: \_\_\_\_\_  
This Certification is not negotiable. The Amount Certified is payable only to the Contractor named Herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



**Southern Idaho Division**

5450 W. Gowen Road  
Boise, Idaho 83709  
Phone: 208-362-6152  
Fax: 208-362-6199

Customer: 434896  
HARRIS FAMILY LIMITED PARTNERSHIP  
4940 E MILL STATION  
BOISE ID 83716

<b>Contract Bi</b>	
Invoice No. 10527	Invoice Date 10/29/09
Appl No. 5	Adjust No.
Job No. 5169	
Est Initials	

**Job Description**

WARM SPRINGS REALIGN - SCHED B

C/O	Bid Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
	201.4.1.C.	REMOVAL OF OBSTRUCTIONS	1.00	LS	1,545.00	1,545.00	1.00	1,545.00	1.00	1,545.00	0.00	0.00
	202.4.1.A.	EXCAVATION	4,475.00	CY	7.00	31,325.00	4,475.00	31,325.00	4,475.00	31,325.00	0.00	0.00
	202.4.2.A.	ROCK EXCAVATION	1.00	CY	.01	.01	.00	0.00	0.00	0.00	0.00	0.00
	202.4.5.A.	UNSUITABLE MATERIAL EXCAVATION	1.00	CY	.01	.01	.00	0.00	0.00	0.00	0.00	0.00
	206.4.1.A.	HYDROSEEDING	1,920.00	SY	.40	768.00	1,920.00	768.00	1,920.00	768.00	0.00	0.00
	2010.4.1.A.	MOBILIZATION	1.00	LS	5,022.00	5,022.00	1.00	5,022.00	1.00	5,022.00	1,920.00	768.00
	SP 02020	GRAVEL REPAIR	349.00	SY	6.30	2,198.70	349.00	2,198.70	349.00	2,198.70	0.00	0.00
	SP 08120	ASPHALT REPAIR	185.00	SY	20.90	3,866.50	185.00	3,866.50	185.00	3,866.50	0.00	0.00
	SP 20113	PRECAST BLOCK RETAINING WALL	4,231.00	SF	35.30	149,354.30	4,231.00	149,354.30	4,231.00	149,354.30	0.00	0.00
	SP 20115	ADJUST EXISTING GATE	1.00	EA	.01	.01	.00	0.00	0.00	0.00	0.00	0.00
	SP 25080	REMOVE/RESET MAIL BOX	4.00	EA	81.00	324.00	4.00	324.00	4.00	324.00	0.00	0.00
	SP 29075	REMOVE & SALVAGE BOULDERS	1.00	EA	2,060.00	2,060.00	1.00	2,060.00	1.00	2,060.00	0.00	0.00
	SP 29093	REMOVE TREE 6-INCHES/4"	40.00	EA	92.70	3,708.00	40.00	3,708.00	40.00	3,708.00	0.00	0.00
	1003.4.1.C	SILT FENCE	365.00	LF	2.40	876.00	365.00	876.00	365.00	876.00	0.00	0.00
	1006.4.1.C	INLET PROTECTION	2.00	EA	70.20	140.40	2.00	140.40	2.00	140.40	0.00	0.00
	1103.4.1.A	PORTABLE TUBULAR MARKERS	100.00	EA	9.70	970.00	100.00	970.00	100.00	970.00	0.00	0.00
	1103.4.1.B	TRAFFIC CONTROL SIGNS	192.00	SF	8.60	1,651.20	192.00	1,651.20	192.00	1,651.20	0.00	0.00
	1103.4.1.J	FLAGGERS	480.00	HR	19.40	9,312.00	480.00	9,312.00	480.00	9,312.00	0.00	0.00
	1103.4.1.J	TRAFFIC CONTROL MAINTENANCE	20.00	HR	23.80	476.00	20.00	476.00	20.00	476.00	0.00	0.00
	2	3-YEAR WARRANTY PERIOD (ADD)	1.00	LS	3,600.00	3,600.00	1.00	3,600.00	1.00	3,600.00	0.00	0.00
	801.4.1.B.	6" MINUS UNCRUSHED AGG BASE	4,881.00	TN	8.50	41,488.50	4,881.00	41,488.50	4,881.00	41,488.50	0.00	0.00
	802.4.1.B.	CRUSHED AGGREGATE BASE T 3/4"	1,043.00	TN	12.50	13,037.50	1,043.00	13,037.50	1,043.00	13,037.50	0.00	0.00





**Southern Idaho Division**

5450 W. Gowen Road  
 Boise, Idaho 83709  
 Phone: 208-362-6152  
 Fax: 208-362-6199

Customer: 434896  
 HARRIS FAMILY LIMITED PARTNERSHIP  
 4940 E MILL STATION  
 BOISE ID 83716

<b>Contract Bill</b>	
Invoice No. 10527	Invoice Date 10/29/09
Appl No. 5	Adjust No.
Job Description WARM SPRINGS REALIGN - SCHED B	
Job No. 5169	
Est Initials	

C/O	Bid Item	Description	Units	U/M	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
	810.4.1.A.	HOT PLANT MIX PAVEMENT - 3"	790.00	TN	74.15	58,578.50	790.00	58,578.50	790.00	58,578.50	0.00	0.00
	1134.03	PAVEMENT MARKINGS	9,355.00	LF	.15	1,403.25	9355.00	1,403.25	9355.00	1,403.25	0.00	0.00
	601.4.1.A.	12" DIA RCP, CLASS III	104.00	LF	32.00	3,328.00	104.00	3,328.00	104.00	3,328.00	0.00	0.00
	602.4.1.E.	48" STD CATCH MANHOLE	1.00	EA	2,346.70	2,346.70	1.00	2,346.70	1.00	2,346.70	0.00	0.00
	602.4.1.G.	DROP INLET - TYPE III	2.00	EA	499.60	999.20	2.00	999.20	2.00	999.20	0.00	0.00
	3	ADDED AMOUNT FROM SCH A	1.00	LS	49,712.90	49,712.90	1.00	49,712.90	1.00	49,712.90	0.00	0.00
		<b>Total Original Amount:</b>			\$ 388,091.66	\$ 388,091.65			\$ 387,323.65		\$ 768.00	
001	C01	INSTALL C-900 PVC BARBER RD	1.00	LS	5,842.50	5,842.50	1.00	5,842.50	1.00	5,842.50	0.00	0.00
		<b>Total INSTALL C-900 PVC BARBER RD</b>			\$ 5,842.50	\$ 5,842.50			\$ 5,842.50		\$ 0.00	
002	C02	INST DRAIN PIPE EXT WALL C & D	1.00	LS	2,620.00	2,620.00	1.00	2,620.00	1.00	2,620.00	0.00	0.00
		<b>Total INST DRAIN PIPE EXT WALL C &amp;</b>			\$ 2,620.00	\$ 2,620.00			\$ 2,620.00		\$ 0.00	
003	C03	CONCRETE CURBING WALL C	1.00	LS	2,254.00	2,254.00	1.00	2,254.00	1.00	2,254.00	0.00	0.00
		<b>Total CONCRETE CURBING WALL C</b>			\$ 2,254.00	\$ 2,254.00			\$ 2,254.00		\$ 0.00	
004	C04	B4 - DEDUCT PIT RUN IMPORT	1.00	LS	15,863.25	15,863.25	1.00	15,863.25	1.00	15,863.25	0.00	0.00
		<b>Total B4 - DED PIT RUN IMPORT</b>			\$ 15,863.25	\$ 15,863.25			\$ 15,863.25		\$ 0.00	
		<b>Subtotal Amount:</b>			\$ 382,944.91	\$ 382,944.90			\$ 382,176.90		\$ 768.00	
		RETN RETAINAGE								(19,108.87)		19,108.87



**Southern Idaho Division**

5450 W. Gowen Road  
Boise, Idaho 83709  
Phone: 208-362-6152  
Fax: 208-362-6199

**Customer:** 434896  
HARRIS FAMILY LIMITED PARTNERSHIP  
4940 E MILL STATION  
BOISE ID 83716

<b>Contract Bk</b>	
<b>Invoice No.</b> 10527	<b>Invoice Date</b> 10/29/09
<b>Job No.</b> 5169	
<b>Appl No.</b> 5	<b>Adjust No.</b>
<b>Est Initials</b>	

**Job Description**

WARM SPRINGS REALIGN - SCHED B

C/O	Bid Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
<b>Total Invoice Amount:</b>												
							\$ 382,944.90	\$ 382,944.90			\$ 363,068.03	\$ 19,876.87

<b>Previous Invoices:</b>	\$ 363,068.03
<b>Current Invoices:</b>	\$ 19,876.87
<b>Total Amount Billed to Date:</b>	\$ 382,944.90
<b>Total Payments Received to Date:</b>	\$ 0.00
<b>Total Outstanding:</b>	\$ 382,944.90

GO16-5

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.500 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	01/12/2016	347,780.97	1		
2 Payment	09/02/2016	347,780.97	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
						Interest	Principal	
Loan	01/12/2016		0.00	0.00	0.00	0.00	347,780.97	347,780.97
1	09/02/2016	347,780.97	12,262.85	0.00	347,780.97	12,262.85	0.00	12,262.85
2016 Totals		347,780.97	12,262.85	0.00	347,780.97			
Grand Totals		347,780.97	12,262.85	0.00	347,780.97			

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GO16-5

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An open balance of 12,262.85 still remains.



Kent Goldthorpe, President  
Paul Woods, Vice President  
Rebecca W. Arnold, Commissioner  
Sara M. Baker, Commissioner  
Jim D. Hansen, Commissioner

January 26, 2016

To: **Barber Valley Development Inc.**  
**4940 E Mill Station Dr., Ste 101B**  
**Boise, ID 83716**

Re: **DHE Warm Springs Bypass**  
**Project (Trakit) No. SUBP14-0291**  
**Acceptance for Maintenance**

You are hereby advised that construction of the public street improvements required of **DHE Warm Springs Bypass** have been inspected by District personnel and said work has been satisfactorily completed to District Standards and the approved plans.

The Ada County Highway District hereby accepts the public street improvements constructed with **DHE Warm Springs Bypass** for public maintenance.

An Inspection Deposit in the amount of \$20,000 was provided prior to construction, with a total of \$19,448.62 being charged for inspection costs. The balance of **\$551.38** is due the applicant under the terms of the inspection agreement and has been refunded with this letter.

This acceptance date of **January 12, 2016** is the date of commencement of all warranties and guarantees for the 24-month period stipulated in the **subdivision construction permit**.

If you have any questions or concerns, please contact me at 208/387-6186.

Regards,

*Jeanne Gage*  
Development Review

cc: Sherwin Pestka, ACHD Accounting  
Ana Osborn, ACHD Accounting  
Dennis Meredith, ACHD Development Services  
Gail Jorgenson, ACHD GIS Services  
Len Grady & Dennis Klein, ACHD Pavement Management  
Greg Fullerton & Scott Forrey, ACHD Utilities  
Darrin Carroll & Matt Degen, ACHD Design

Accrued Interest Income HRCID#1  
 Barber Valley Development & Harris Family Limited Partnership  
 GO Bond 2017

Project Name	Naming Per City	Completion Date	Document Referenced	Reimbursement Total	Date CID Reimbursement Received	Total Interest Due	Interest Amount Reimbursed	Accrued Interest Balance Due	Reimbursement Source	Entity
Warm Springs Bypass (2nd Reimbursement)	GO17A-2 Interest	1/12/2016	ACHD Acceptance for Maintenance	\$ 1,088,081.32	10/18/2017	\$ 110,581.85	\$ -	110,581.85	GO Bond 17A-2	Barber Valley Development

## GO17A-2

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.500 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	01/12/2016	1,088,081.32	1		
2 Rate Change	12/15/2016	Rate: 5.750 %		Rate Period: Annual	
3 Rate Change	03/16/2017	Rate: 6.000 %		Rate Period: Annual	
4 Rate Change	06/15/2017	Rate: 6.250 %		Rate Period: Annual	
5 Payment	10/18/2017	1,088,081.32	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest	Balance Due Principal	Total
Loan 01/12/2016		0.00	0.00	0.00	0.00	1,088,081.32	1,088,081.32
Rate 12/15/2016		55,417.62	0.00	0.00	55,417.62	1,088,081.32	1,143,498.94
	12/15/2016	Rate: 5.750 %	Rate Period: Annual				
2016 Totals	0.00	55,417.62	0.00	0.00			
Rate 03/16/2017		15,598.32	0.00	0.00	71,015.94	1,088,081.32	1,159,097.26
	03/16/2017	Rate: 6.000 %	Rate Period: Annual				
Rate 06/15/2017		16,276.50	0.00	0.00	87,292.44	1,088,081.32	1,175,373.76
	06/15/2017	Rate: 6.250 %	Rate Period: Annual				
1 10/18/2017	1,088,081.32	23,289.41	0.00	1,088,081.32	110,581.85	0.00	110,581.85
2017 Totals	1,088,081.32	55,164.23	0.00	1,088,081.32			
Grand Totals	1,088,081.32	110,581.85	0.00	1,088,081.32			

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GO17A-2

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An open balance of 110,581.85 still remains.





Kent Goldthorpe, President  
Paul Woods, Vice President  
Rebecca W. Arnold, Commissioner  
Sara M. Baker, Commissioner  
Jim D. Hansen, Commissioner

January 26, 2016

To: **Barber Valley Development Inc.**  
4940 E Mill Station Dr., Ste 101B  
Boise, ID 83716

Re: **DHE Warm Springs Bypass**  
**Project (Trakit) No. SUBP14-0291**  
Acceptance for Maintenance

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This acceptance date of **January 12, 2016** is the date of commencement of all warranties and guarantees for the 24-month period stipulated in the **subdivision construction permit**.

If you have any questions or concerns, please contact me at 208/387-6186.

Regards,

*Jeanne Gage*  
Development Review

cc: Sherwin Pestka, ACHD Accounting  
Ana Osborn, ACHD Accounting  
Dennis Meredith, ACHD Development Services  
Gail Jorgenson, ACHD GIS Services  
Len Grady & Dennis Klein, ACHD Pavement Management  
Greg Fullerton & Scott Forrey, ACHD Utilities  
Darrin Carroll & Matt Degen, ACHD Design

Accrued Interest Income HRCID#1  
 Barber Valley Development & Harris Family Limited Partnership  
 GO Bond 2018

Project Name	Naming Per City	Completion Date	Document Referenced	Reimbursement Total	Date CID		Interest Amount Reimbursed	Accrued Interest Balance Due	Reimbursement Source	Entity
					Reimbursement Received	Total Interest Due				
Warm Springs Bypass (3rd Reimbursement)	GO18-2 Interest	1/12/2015	ACHD Acceptance for Maintenance	\$ 289,712.85	9/27/2018	\$ 47,661.72	\$ -	47,661.72	GO Bond 2018-2	Barber Valley Development

## GO18-2

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.500 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	01/12/2016	289,712.85	1		
2 Rate Change	12/15/2016	Rate: 5.500 %		Rate Period: Annual	
3 Rate Change	12/15/2016	Rate: 5.750 %		Rate Period: Annual	
4 Rate Change	03/16/2017	Rate: 6.000 %		Rate Period: Annual	
5 Rate Change	06/15/2017	Rate: 6.250 %		Rate Period: Annual	
6 Rate Change	12/14/2017	Rate: 6.500 %		Rate Period: Annual	
7 Rate Change	03/22/2018	Rate: 6.750 %		Rate Period: Annual	
8 Rate Change	06/14/2018	Rate: 7.000 %		Rate Period: Annual	
9 Rate Change	09/27/2018	Rate: 7.250 %		Rate Period: Annual	
10 Payment	09/27/2018	289,712.85	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
						Interest	Principal	
Loan	01/12/2016		0.00	0.00	0.00	0.00	289,712.85	289,712.85
Rate	12/15/2016		14,755.51	0.00	0.00	14,755.51	289,712.85	304,468.36
	12/15/2016	Rate: 5.500 %						
Rate	12/15/2016		0.00	0.00	0.00	14,755.51	289,712.85	304,468.36
	12/15/2016	Rate: 5.750 %						
2016 Totals		0.00	14,755.51	0.00	0.00			
Rate	03/16/2017		4,153.21	0.00	0.00	18,908.72	289,712.85	308,621.57
	03/16/2017	Rate: 6.000 %						
Rate	06/15/2017		4,333.79	0.00	0.00	23,242.51	289,712.85	312,955.36
	06/15/2017	Rate: 6.250 %						
Rate	12/14/2017		9,028.72	0.00	0.00	32,271.23	289,712.85	321,984.08
	12/14/2017	Rate: 6.500 %						
2017 Totals		0.00	17,515.72	0.00	0.00			
Rate	03/22/2018		5,056.08	0.00	0.00	37,327.31	289,712.85	327,040.16
	03/22/2018	Rate: 6.750 %						
Rate	06/14/2018		4,500.47	0.00	0.00	41,827.78	289,712.85	331,540.63
	06/14/2018	Rate: 7.000 %						
Rate	09/27/2018		5,833.94	0.00	0.00	47,661.72	289,712.85	337,374.57
	09/27/2018	Rate: 7.250 %						
1	09/27/2018	289,712.85	0.00	0.00	289,712.85	47,661.72	0.00	47,661.72
2018 Totals		289,712.85	15,390.49	0.00	289,712.85			
Grand Totals		289,712.85	47,661.72	0.00	289,712.85			

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GO18-2

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An open balance of 47,661.72 still remains.



Kent Goldthorpe, President  
Paul Woods, Vice President  
Rebecca W. Arnold, Commissioner  
Sara M. Baker, Commissioner  
Jim D. Hansen, Commissioner

January 26, 2016

To: Barber Valley Development Inc.  
4940 E Mill Station Dr., Ste 101B  
Boise, ID 83716

Re: DHE Warm Springs Bypass  
Project (Trakit) No. SUBP14-0291  
Acceptance for Maintenance

You are hereby advised that construction of the public street improvements required of **DHE Warm Springs Bypass** have been inspected by District personnel and said work has been satisfactorily completed to District Standards and the approved plans.

The Ada County Highway District hereby accepts the public street improvements constructed with **DHE Warm Springs Bypass** for public maintenance.

An Inspection Deposit in the amount of \$20,000 was provided prior to construction, with a total of \$19,448.62 being charged for inspection costs. The balance of **\$551.38** is due the applicant under the terms of the inspection agreement and has been refunded with this letter.

This acceptance date of **January 12, 2016** is the date of commencement of all warranties and guarantees for the 24-month period stipulated in the **subdivision construction permit**.

If you have any questions or concerns, please contact me at 208/387-6186.

Regards,

*Jeanne Gage*  
Development Review

cc: Sherwin Pestka, ACHD Accounting  
Ana Osborn, ACHD Accounting  
Dennis Meredith, ACHD Development Services  
Gail Jorgenson, ACHD GIS Services  
Len Grady & Dennis Klein, ACHD Pavement Management  
Greg Fullerton & Scott Forrey, ACHD Utilities  
Darrin Carroll & Matt Degen, ACHD Design

Accrued Interest Income HRCID#1  
 Barber Valley Development & Harris Family Limited Partnership  
 GO Bond 2019

Project Name	Naming Per City	Completion Date	Document Referenced	Reimbursement Total	Reimbursement Received	Date CID	Total Interest Due	Interest Amount Reimbursed	Accrued Interest Balance Due	Reimbursement Source	Entity
Barber Junction Ponds - Land Value	GO19-1 Interest	4/1/2017	Appraisal Report	\$ 654,000.00	10/4/2019	10/4/2019	\$ 112,438.72	\$ -	\$ 112,438.72	GO Bond 2019-1 (1)	Harris Family Limited Partnership
Sediment Basins/Barber Road - Land Value	GO19-1 Interest	7/6/2017	Easement Agreement	\$ 194,000.00	10/4/2019	10/4/2019	\$ 30,264.01	\$ -	\$ 30,264.01	GO Bond 2019-1 (2)	Harris Family Limited Partnership
Storm Water Ponds WS - Land Value (1st Reimbursement)	GO19-1 Interest	7/30/2010	Broker Opinion of Value \$1,456,733.00	\$ 958,979.49	10/4/2019	10/4/2019	\$ 504,784.46	\$ -	\$ 504,784.46	GO Bond 2019-1 (3)	Harris Family Limited Partnership
Warm Springs Creek Realignment - Land Value	GO19-1 Interest	4/15/2019	Appraisal Report	\$ 1,230,000.00	10/4/2019	10/4/2019	\$ 42,788.84	\$ -	\$ 42,788.84	GO Bond 2019-1 (4)	Harris Family Limited Partnership
DHE Right of Way Vacation - East Parkcenter	GO19-2 Interest	4/13/2017	Quitclaim Deed	\$ 12,979.84	10/4/2019	10/4/2019	\$ 2,205.94	\$ -	\$ 2,205.94	GO Bond 2019-2 (1)	Barber Valley Development
Idaho Power Wise Way	GO19-2 Interest	9/19/2013	Work Order No. 27392645	\$ 60,444.00	10/4/2019	10/4/2019	\$ 21,852.98	\$ -	\$ 21,852.98	GO Bond 2019-2 (2)	Barber Valley Development
Sediment Basins/Barber Road - Construction	GO19-2 Interest	7/6/2017	Easement Agreement	\$ 366,025.26	10/4/2019	10/4/2019	\$ 57,099.95	\$ -	\$ 57,099.95	GO Bond 2019-2 (3)	Barber Valley Development
Warm Springs Bypass (4th Reimbursement)	GO19-2 Interest	1/12/2016	ACHD Acceptance for Maintenance	\$ 328,510.23	10/4/2019	10/4/2019	\$ 78,783.96	\$ -	\$ 78,783.96	GO Bond 2019-2 (4)	Barber Valley Development

GO19-1(1)

Rate Period ..... : Annual

Nominal Annual Rate .... : 6.000 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	04/01/2017	654,000.00	1		
2 Rate Change	06/15/2017	Rate: 6.250 %		Rate Period: Annual	
3 Rate Change	12/14/2017	Rate: 6.500 %		Rate Period: Annual	
4 Rate Change	03/22/2018	Rate: 6.750 %		Rate Period: Annual	
5 Rate Change	06/14/2018	Rate: 7.000 %		Rate Period: Annual	
6 Rate Change	09/27/2018	Rate: 7.250 %		Rate Period: Annual	
7 Rate Change	12/20/2018	Rate: 7.500 %		Rate Period: Annual	
8 Rate Change	07/31/2019	Rate: 7.250 %		Rate Period: Annual	
9 Rate Change	09/18/2019	Rate: 7.000 %		Rate Period: Annual	
10 Payment	10/04/2019	654,000.00	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest	Balance Due Principal	Total
Loan 04/01/2017		0.00	0.00	0.00	0.00	654,000.00	654,000.00
Rate 06/15/2017		8,063.01	0.00	0.00	8,063.01	654,000.00	662,063.01
	06/15/2017	Rate: 6.250 %	Rate Period: Annual				
Rate 12/14/2017		20,381.51	0.00	0.00	28,444.52	654,000.00	682,444.52
	12/14/2017	Rate: 6.500 %	Rate Period: Annual				
2017 Totals	0.00	28,444.52	0.00	0.00			
Rate 03/22/2018		11,413.64	0.00	0.00	39,858.16	654,000.00	693,858.16
	03/22/2018	Rate: 6.750 %	Rate Period: Annual				
Rate 06/14/2018		10,159.40	0.00	0.00	50,017.56	654,000.00	704,017.56
	06/14/2018	Rate: 7.000 %	Rate Period: Annual				
Rate 09/27/2018		13,169.59	0.00	0.00	63,187.15	654,000.00	717,187.15
	09/27/2018	Rate: 7.250 %	Rate Period: Annual				
Rate 12/20/2018		10,911.95	0.00	0.00	74,099.10	654,000.00	728,099.10
	12/20/2018	Rate: 7.500 %	Rate Period: Annual				
2018 Totals	0.00	45,654.58	0.00	0.00			
Rate 07/31/2019		29,967.53	0.00	0.00	104,066.63	654,000.00	758,066.63
	07/31/2019	Rate: 7.250 %	Rate Period: Annual				
Rate 09/18/2019		6,365.30	0.00	0.00	110,431.93	654,000.00	764,431.93
	09/18/2019	Rate: 7.000 %	Rate Period: Annual				
1 10/04/2019	654,000.00	2,006.79	0.00	654,000.00	112,438.72	0.00	112,438.72
2019 Totals	354,000.00	38,339.62	0.00	354,000.00			
Grand Totals	354,000.00	112,438.72	0.00	354,000.00			

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GO19-1(1)

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An open balance of 112,438.72 still remains.



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**APPRAISAL REPORT**  
ON THE  
**BARBER JUNCTION PONDS**  
**(3.15± ACRES OF LAND)**  
LOCATED WITHIN THE  
**BARBER JUNCTION SUBDIVISION**  
IN  
**BOISE, ADA COUNTY**  
**IDAHO**

FOR

MR. DOUG FOWLER  
PRESIDENT  
BARBER VALLEY DEVELOPMENT INC.  
4940 E. MILL STATION DRIVE, STE. 101B  
BOISE, ID 83716

RETROSPECTIVE DATE OF VALUE:  
APRIL 1, 2017

L&A FILE NO. 19.1021S.REV

PREPARED BY

BY

SAM LANGSTON, MAI  
IDAHO CGA #195  
&  
GREG J. CONTOS  
IDAHO CRA #13

The appraiser should determine a logical cut-off for the data to be used in the analysis because at some point distant from the effective date, the subsequent data will no longer provide an accurate representation of market conditions as of the effective date. This is a difficult determination to make. Studying the market conditions as of the date of the appraisal assists the appraiser in judging where he or she should make this cut-off. With market evidence that data subsequent to the effective date was consistent with market expectations as of the effective date, the subsequent data should be used. In the absence of such evidence, the effective date should be used as the cut-off date for data considered by the appraiser.

This appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an appraisal report. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers' file.

The subject of this appraisal contains approximately 3.15± acres and is an existing storm water drainage pond and has been platted as common area legally described as a portion of Lot 8 Block 1 Barber Junction Subdivision. The larger parcel in this appraisal is identified as the contiguous land for the Barber Junction Subdivision, containing 28.20± acres (Block SE14), which abuts the subject on the eastern boundary and will be valued in accordance with the ATF Methodology under the premise that the storage pond could have been placed in alternative locations and the existing storage drainage pond could be developed. The Barber Junction Subdivision was developed into 91 building lots (88 residential lots & 3 commercial lots) indicating an overall density of 3.23 units to the acre.

*with a description of the hypothetical condition and a statement that its use might have affected the assignment results.*

**ACROSS-THE-FENCE (ATF)**

“Across-the-fence” price means the estimated unit price per acre, per unit, or per square foot of adjoining or nearby land sales, analyzed and adjusted for dissimilarities, weighing the more important factors.

“[The “ATF” valuation] is based on the premise that the corridor land should be worth at least as much as the land through which it passes. Using this approach, the corridor is typically divided into segments or districts of similar utility based on the adjacent land use. Then the value of a typical parcel of adjacent land within the district is applied to that portion of the corridor to arrive at its market value. Finally the values of each of the segments or districts of the corridor are added together to estimate the ATF value of the total corridor.”<sup>1</sup>

Of the three customary approaches to value – the Sales Comparison Approach – was determined to be most applicable to the subject property, and has been applied based on the market comparables identified in the data collection process. All statements of fact used in the report serving as the basis of the appraisers’ analyses, opinions, and conclusions, are considered to be true and correct to the best of the appraisers knowledge and belief. We shall have no responsibility for legal matters; questions of survey; opinion of title; soil or subsoil conditions; engineering; technical matters, etc.

A Phase I Environmental Assessment has not been provided regarding the subject site. It is assumed in this report that no environmental conditions were present on the subject site. The existence of hazardous materials, which may or may not be present on the subject site, was not observed by LANGSTON & ASSOCIATES, INC. The value estimate is predicated on the assumption that there is no such material on the property. There are a number of specific Extraordinary Assumptions relative to this appraisal, dealing with items from legal restrictions to reliability of supplied information from various sources. These Extraordinary Assumptions are in addition to the Standard Assumptions and Limiting Conditions set-forth in the Addenda of this report.

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, as of April

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<sup>1</sup> Arthur G. Rahm, “Across the Fence Methodology for Valuation of Corridors: What Is It and How Is It Used?,” *The Appraisal Journal*, July 2001, 270.

ADA COUNTY RECORDER J. DAVID NAVARRO  
BOISE IDAHO 05/08/09 09:49 AM  
DEPUTY Bonnie Oberbillig  
RECORDED - REQUEST OF  
Ada County Highway Dist

AMOUNT .00 7



17

This sheet has been added to document  
to accommodate recording information.

RE-RECORD INSTRUMENT #109025612

(Recorded 03-05-09)

TO CHANGE FIRST PAGE BY ELIMINATING THE WORD "RESIDENTIAL"  
FROM THE FIRST SENTENCE IN PARAGRAPH 1.4

## MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT

This Master Perpetual Storm Water Drainage Easement ("Master Easement") shall be appurtenant to and run with certain subdivisions of land in Ada County, Idaho. When this Master Easement is incorporated by reference to its recorded Instrument Number in a recorded subdivision plat or other instrument affecting land, the owner(s) of the subdivision or land and their successors and assigns in interest shall be bound by all of the provisions set forth in this Master Easement.

This Master Easement is made as of the date of recording of the final plat, by and between the owner(s) of the subdivision (hereinafter "Grantor") and Ada County Highway District, a body politic and corporate of the State of Idaho (hereinafter "ACHD");

WITNESSETH:

### Section I. Recitals.

1.1 ACHD is organized as a single county-wide highway district pursuant to Title 40, Chapters 13 and 14, Idaho Code; and owns the public rights-of-way in Ada County, pursuant to Section 40-2302 Idaho Code, except those public rights-of-way under the jurisdiction of the State of Idaho;

1.2 ACHD has exclusive general supervisory authority over all public highways, public streets, and public rights-of-way in Ada County, except State highways, with full power to establish use standards and to control access to said public highways, public streets, and public rights-of-way pursuant to Section 40-1310 Idaho Code, and has jurisdiction over ditches, culverts, and any flooding in or over the public rights-of-way pursuant to Sections 40-2321, 40-2322, 40-2323 Idaho Code;

1.3 Grantor owns a parcel of real property located in Ada County, Idaho, a portion of which is more particularly described and depicted on the final plat of the subdivision (the "Servient Estate") that references this Master Easement;

1.4 Grantor is developing a subdivision, and in order to safely remove storm water from the local and/or collector streets dedicated to ACHD upon recording of the plat of said subdivision (such local streets are hereinafter referred to as the "Dominant Estate") Grantor has agreed to construct and install a storm water drainage facility on the Servient Estate along with associated underground storm water drain lines from the Dominant Estate into the storm water drainage facility (the facility and lines are hereinafter referred to as the "Storm Water Drainage System");

1.5 It is the intent of ACHD and Grantor to simplify the process of negotiating separate agreements for each Storm Water Drainage System and to confirm the understanding between the parties with respect to ACHD's and Grantor's respective requirements for such Storm Water Drainage Systems, all consistent with the parties' respective rights and obligations

MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT

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1.3 Grantor owns a parcel of real property located in Ada County, Idaho, a portion of which is more particularly described and depicted on the final plat of the subdivision (the "Servient Estate") that references this Master Easement;

1.4 Grantor is developing a ~~residential~~ subdivision, and in order to safely remove storm water from the local and/or collector streets dedicated to ACHD upon recording of the plat of said subdivision (such local streets are hereinafter referred to as the "Dominant Estate") Grantor has agreed to construct and install a storm water drainage facility on the Servient Estate along with associated underground storm water drain lines from the Dominant Estate into the storm water drainage facility (the facility and lines are hereinafter referred to as the "Storm Water Drainage System");

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GO19-1(2)

Rate Period ..... : Annual

Nominal Annual Rate .... : 6.250 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	07/06/2017	194,000.00	1		
2 Rate Change	12/14/2017	Rate: 6.500 %		Rate Period: Annual	
3 Rate Change	03/22/2018	Rate: 6.750 %		Rate Period: Annual	
4 Rate Change	06/14/2018	Rate: 7.000 %		Rate Period: Annual	
5 Rate Change	09/27/2018	Rate: 7.250 %		Rate Period: Annual	
6 Rate Change	12/20/2018	Rate: 7.500 %		Rate Period: Annual	
7 Rate Change	07/31/2019	Rate: 7.250 %		Rate Period: Annual	
8 Rate Change	09/18/2019	Rate: 7.000 %		Rate Period: Annual	
9 Payment	10/04/2019	194,000.00	1		

Principal First Allocation

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest	Balance Due Principal	Total
Loan 07/06/2017		0.00	0.00	0.00	0.00	194,000.00	194,000.00
Rate 12/14/2017		5,348.29	0.00	0.00	5,348.29	194,000.00	199,348.29
12/14/2017	Rate: 6.500 %						
			Rate Period: Annual				
2017 Totals	0.00	5,348.29	0.00	0.00			
Rate 03/22/2018		3,385.70	0.00	0.00	8,733.99	194,000.00	202,733.99
03/22/2018	Rate: 6.750 %						
			Rate Period: Annual				
Rate 06/14/2018		3,013.64	0.00	0.00	11,747.63	194,000.00	205,747.63
06/14/2018	Rate: 7.000 %						
			Rate Period: Annual				
Rate 09/27/2018		3,906.58	0.00	0.00	15,654.21	194,000.00	209,654.21
09/27/2018	Rate: 7.250 %						
			Rate Period: Annual				
Rate 12/20/2018		3,236.88	0.00	0.00	18,891.09	194,000.00	212,891.09
12/20/2018	Rate: 7.500 %						
			Rate Period: Annual				
2018 Totals	0.00	13,542.80	0.00	0.00			
Rate 07/31/2019		8,889.45	0.00	0.00	27,780.54	194,000.00	221,780.54
07/31/2019	Rate: 7.250 %						
			Rate Period: Annual				
Rate 09/18/2019		1,888.18	0.00	0.00	29,668.72	194,000.00	223,668.72
09/18/2019	Rate: 7.000 %						
			Rate Period: Annual				
1 10/04/2019	194,000.00	595.29	0.00	194,000.00	30,264.01	0.00	30,264.01
2019 Totals	194,000.00	11,372.92	0.00	194,000.00			
Grand Totals	194,000.00	30,264.01	0.00	194,000.00			

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GO19-1(2)

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An open balance of 30,264.01 still remains.



After Recording  
Return to:

T. Hethe Clark  
Spink Butler, LLP  
PO Box 639  
Boise, Idaho 83701

ADA COUNTY RECORDER Christopher D Rich  
BOISE IDAHO Pgs=11 CHE FOWLER  
BOISE CITY

2017-061356  
07/06/2017 10:21 AM  
NO FEE



FOR RECORDING INFORMATION

### SEDIMENT RETENTION BASIN EASEMENT AGREEMENT

THIS SEDIMENT RETENTION BASIN EASEMENT AGREEMENT (this "Agreement") is made and entered into this 17<sup>th</sup> day of Sept 2017, by and between City of Boise City, a municipal corporation, hereinafter referred to as "City," Harris Family Limited Partnership, an Idaho limited partnership, hereinafter referred to as "HFLP," Barber Valley Development, Inc., an Idaho corporation, hereinafter referred to as "BVD," and the Harris Ranch Master Owners Association, Inc., an Idaho corporation, hereinafter referred to as the "Association."

#### RECITALS

A. HFLP is the owner of certain real property located within that certain master-planned community commonly known as "Harris Ranch." Harris Ranch is being developed by BVD pursuant to approvals by City.

B. In connection with said approvals, City has required that BVD develop certain facilities and infrastructure, including a sediment retention basin (collectively, the "Retention Basin"), on that certain real property identified on the attached Exhibit A (the "Retention Basin Real Property"). The purpose of the Retention Basin is to capture sediment in the event of runoff from the foothills located north and above the Retention Basin Real Property.

C. BVD has paid for the initial construction of the Retention Basin, subject to reimbursement by the Harris Ranch Community Infrastructure District No. 1, a community infrastructure district formed according to the laws of the State of Idaho (the "Harris Ranch CID"). While the Retention Basin will be conveyed to City, it is the parties' intent that HFLP will continue to own the Retention Basin Real Property. This Agreement describes the terms and conditions on which City and the Association will be provided with easements for purposes of access to and maintenance of the Retention Basin.

#### AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Creation and Purpose of Easement.** HFLP hereby conveys to City and to the Association a perpetual, non-exclusive easement on, over, under, across, and through the Retention Basin Real Property for the purpose of location of, access to, and maintenance of the Retention Basin and associated facilities.

2. **Construction License.** HFLP hereby provides to BVD a license on, over, under, across, and through the Retention Basin Real Property for all purposes reasonably necessary in connection with the initial construction of the Retention Basin and associated facilities. The license provided by this paragraph shall terminate upon completion of construction of the Retention Basin by BVD and acceptance of improvements associated with the Retention Basin by City, at which time the improvements associated with the Retention Basin shall be conveyed by BVD to City.

3. **Maintenance Program.** BVD has prepared a regular and systematic program setting forth the items required in connection with the maintenance of the Retention Basin, which program is defined and described in that certain Operations and Maintenance Manual approved and on file with City, as the same may be amended from time to time by the parties in writing (the "O&M Manual"). The Association shall be primarily responsible for providing maintenance of the Retention Basin in accordance with the O&M Manual at the Association's sole cost.

4. **Maintenance Enforcement.** In the event the Association fails to perform its duties under the O&M Manual, City may serve written notice upon the Association setting forth the deficiencies in maintenance along with a demand that the deficiencies be cured within a stated reasonable time period. If, following such time period, City shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, City shall thereupon have the power and authority, but not the obligation, to enter upon the Retention Basin Real Property, or cause its agents or contractors to enter the Retention Basin Real Property to perform such obligation or take such corrective measures as reasonably found by City to be appropriate or necessary. The cost and expense of making and financing such actions by City, including notices by City and reasonable legal fees incurred by City, shall be paid by the Association within thirty (30) days of billing to the Association.

5. **Reservations.** The easement created by this Agreement is subject to a general reservation and right in HFLP to use any portion of land above, below or around the Retention Basin Real Property so long as such use does not unreasonably interfere with the Association or City's use of the Retention Basin Real Property for the purposes set forth herein.

6. **Indemnity.** The Association, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless City and City's elected officials, agents, and employees from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system that is the subject of this Agreement.

7. **Default.** In the event any party fails to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by a party or by any successor or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction. A waiver of any default by any party of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies or apply to any subsequent breach of any such or other covenants and conditions. In the event the performance of any obligation to be performed hereunder by any party is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

8. **Miscellaneous.**

(a) **Notices.** Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or one (1) day after deposit with a nationally recognized air carrier providing next day delivery, addressed as follows:

To City: City of Boise Public Works Department  
P.O. Box 500  
Boise City Hall  
Boise, Idaho 83701-0500

With a copy to: Robert C. Lockward  
P.O. Box 500  
Office of the City Attorney  
Boise, Idaho 83701-0500

To HFLP: Harris Family Limited Partnership  
c/o Douglas E. Fowler  
4940 E. Mill Station Dr., Suite 101B  
Boise, Idaho 83716

With copy to: T. Hethe Clark  
Spink Butler, LLP  
251 E. Front St., Suite 200  
P.O. Box 639  
Boise, Idaho 83701

To BVD: Barber Valley Development, Inc.  
c/o Douglas E. Fowler  
4940 E. Mill Station Dr., Suite 101B  
Boise, Idaho 83716

With copy to: T. Hethe Clark  
Spink Butler, LLP  
251 E. Front St., Suite 200  
P.O. Box 639  
Boise, Idaho 83701

To Association: Harris Ranch Master Owners Association, Inc.  
6149 E. Meeker Place, Suite 150  
Boise, Idaho 83716

or at such other address, or facsimile number, or to such other party that any party entitled to receive notice hereunder designates to the other in writing as provided above.

(b) **Time is of the Essence.** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, 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.

(c) **Binding upon Successors.** All provisions of this Agreement, including the benefits and burdens hereof, run with the land and are binding upon and inure to the benefit of the parties, and the respective heirs, assigns, successors, and personal representatives of the parties.

(d) **Final Agreement.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and there are no promises, agreements, conditions, or understanding, either oral or written, express or implied, between the parties, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

(e) **Invalid Provisions.** If any provision of this Agreement is held not valid, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.

(f) **Eminent Domain.** In the event that any part of the Retention Basin Real Property shall be taken by eminent domain or any similar authority of law, the award for the value of the

land, buildings, and/or Improvements so taken shall be apportioned among HFLP, or to its mortgagees or tenants, as their interests may appear, and City in accordance with the value of their respective interests in the part of the Retention Basin Real Property subject to such taking.

(g) **Compatibility.** This Agreement is intended to be supplemental to all other local, City, State, and Federal Code requirements, rules, and regulations. Provided, however, that to the extent this Agreement conflicts with any provision of the Boise City Code, this Agreement shall prevail to the extent permitted by law.

(h) **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

(i) **Relationship of the Parties.** It is hereby specifically understood and acknowledged that none of the parties will be deemed an agent of any other party for any purpose whatsoever.

(j) **Force Majeure.** In the event of changed conditions, changes in State or Federal laws or regulations, inclement weather, delays due to strikes, inability to obtain materials, civil commotion, fire, acts of God, or other circumstances that substantially interfere with the ability of either party to perform its obligations under this Agreement, the parties agree to bargain in good faith to modify such obligations to allow the construction and installation of the Improvements to proceed as planned to the extent practicable.

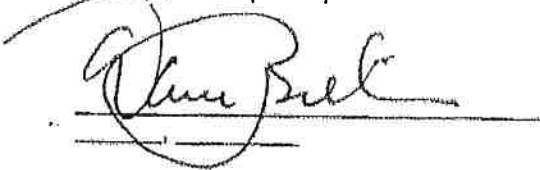
(k) **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement.

[end of text – signatures on following page]

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice, and statutory requirements having been fulfilled.

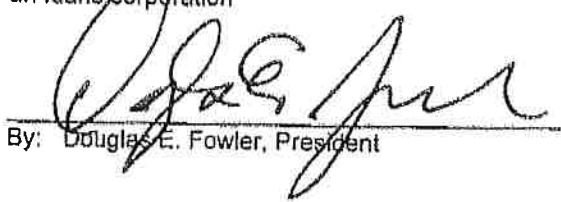
CITY:

CITY OF BOISE CITY,  
an Idaho municipal corporation

  
\_\_\_\_\_

BVD:

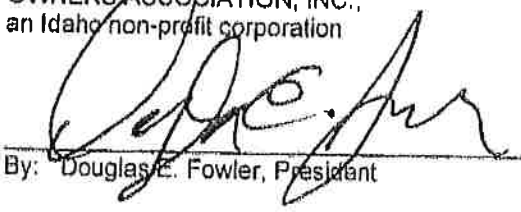
BARBER VALLEY DEVELOPMENT, INC.,  
an Idaho corporation

  
By: Douglas E. Fowler, President

  
Attest: \_\_\_\_\_, City Clerk

ASSOCIATION:

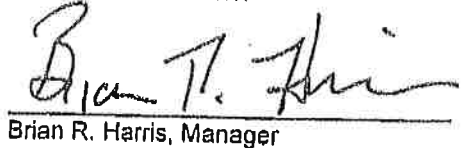
HARRIS RANCH MASTER  
OWNERS ASSOCIATION, INC.,  
an Idaho non-profit corporation

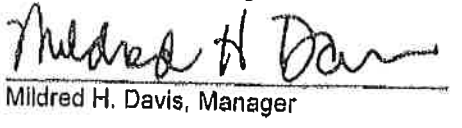
  
By: Douglas E. Fowler, President

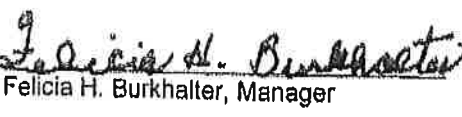
HFLP:

HARRIS FAMILY LIMITED PARTNERSHIP,  
an Idaho limited partnership

By: Harris Management Company, LLC  
Its: General Partner

  
Brian R. Harris, Manager

  
Mildred H. Davis, Manager

  
Felicia H. Burkhalter, Manager

**Schedule of Exhibits**

Exhibit A: Depiction of Retention Basin Real Property

[notary acknowledgments on following page]

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 15<sup>th</sup> day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared David Beyer and \_\_\_\_\_, known or identified to me to be the mayor and \_\_\_\_\_, respectively, of City OF BOISE CITY, IDAHO, the municipal corporation that executed the instrument or the persons who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

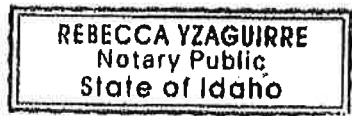


Nancy Hall  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise, ID  
My Commission Expires 12/16/20

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 4 day of January, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared DOUGLAS E. FOWLER, known or identified to me to be the PRESIDENT of HARRIS RANCH MASTER OWNERS ASSOCIATION, INC., the corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

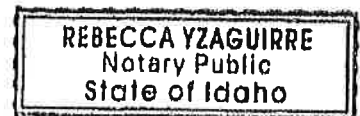


Rebecca Yzaguirre  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise, ID  
My Commission Expires 9-25-2021

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 4 day of January, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared DOUGLAS E. FOWLER, known or identified to me to be the PRESIDENT of BARBER VALLEY DEVELOPMENT, INC., the corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Rebecca Yzaguirre  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise, ID  
My Commission Expires 9-26-2021

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 4 day of January, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Felicia H. Burkhalter, known or identified to me to be the Class C Manager of HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership, and the person whose name is subscribed to the within instrument on behalf of said limited partnership, and acknowledged to me that she executed same on behalf of said partnership.

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

REBECCA YZAGUIRRE  
Notary Public  
State of Idaho

Rebecca Yzaguirre  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise, ID  
My Commission Expires 9-25-2021

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 5 day of January, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian R. Harris, known or identified to me to be the Class A Manager of HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership, and the person whose name is subscribed to the within instrument on behalf of said limited partnership, and acknowledged to me that he executed same on behalf of said partnership.

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

REBECCA YZAGUIRRE  
Notary Public  
State of Idaho

Rebecca Yzaguirre  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise, ID  
My Commission Expires 9-25-2021

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 4 day of January, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Mildred H. Davis, known or identified to me to be the Class B Manager of HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership, and the person whose name is subscribed to the within instrument on behalf of said limited partnership, and acknowledged to me that she executed same on behalf of said partnership.

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

REBECCA YZAGUIRRE  
Notary Public  
State of Idaho

Rebecca Yzaguirre  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise, ID  
My Commission Expires 9-25-2021

**EXHIBIT A**

**Legal Description of Retention Basin Real Property**

**[see following page]**



EXHIBIT "A"

March 7, 2017

Retention Sediment Basin Easement

Description For  
CITY OF BOISE

A portion of the Northeast 1/4 of the Southwest 1/4 of Section 20, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

Commencing at the Southwest corner of said Section 20 from which the West 1/4 corner of said Section 20 bears North 00°23'50" East, 2644.40 feet; Thence North 37°27'23" East, 2467.95 feet to the intersection with the northerly right-of-way line of East Barber Drive, said point being the **REAL POINT OF BEGINNING**;

Thence North 22°46'15" West, 28.57 feet;  
Thence South 65°19'19" West, 12.78 feet;  
Thence North 66°03'01" West, 52.71 feet;  
Thence North 07°40'48" East, 84.87 feet;  
Thence South 87°41'48" East, 30.13 feet;  
Thence North 07°49'52" East, 31.44 feet;  
Thence North 16°48'25" West, 73.25 feet;  
Thence North 10°55'50" East, 74.60 feet;  
Thence North 18°21'14" East, 112.33 feet;  
Thence North 35°19'14" West, 68.82 feet;  
Thence North 10°43'19" East, 59.63 feet;  
Thence North 51°54'13" East, 81.36 feet;  
Thence South 23°51'29" East, 63.50 feet;  
Thence South 18°49'42" East, 114.82 feet;  
Thence South 49°41'10" East, 39.74 feet;  
Thence South 30°09'14" East, 17.57 feet;  
Thence South 12°45'43" East, 39.21 feet;

Thence South 00°06'23" East, 112.99 feet;

Thence South 11°27'17" West, 131.40 feet;

Thence South 21°01'22" West, 28.17 feet;

Thence South 30°38'02" West, 27.90 feet;

Thence South 12°10'38" West, 43.29 feet;

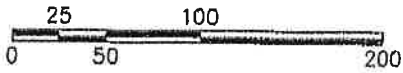
Thence South 15°50'24" East, 24.39 feet;

Thence South 10°00'57" West, 9.84 feet to the intersection with said northerly right-of-way line;

Thence along said northerly right-of-way line North 66°03'01" West, 103.60 feet to the REAL POINT OF BEGINNING.

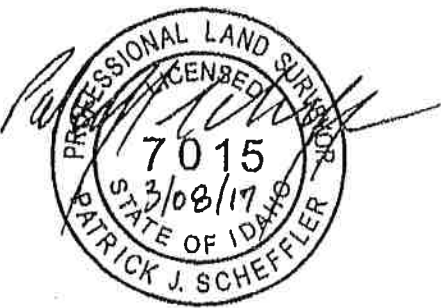
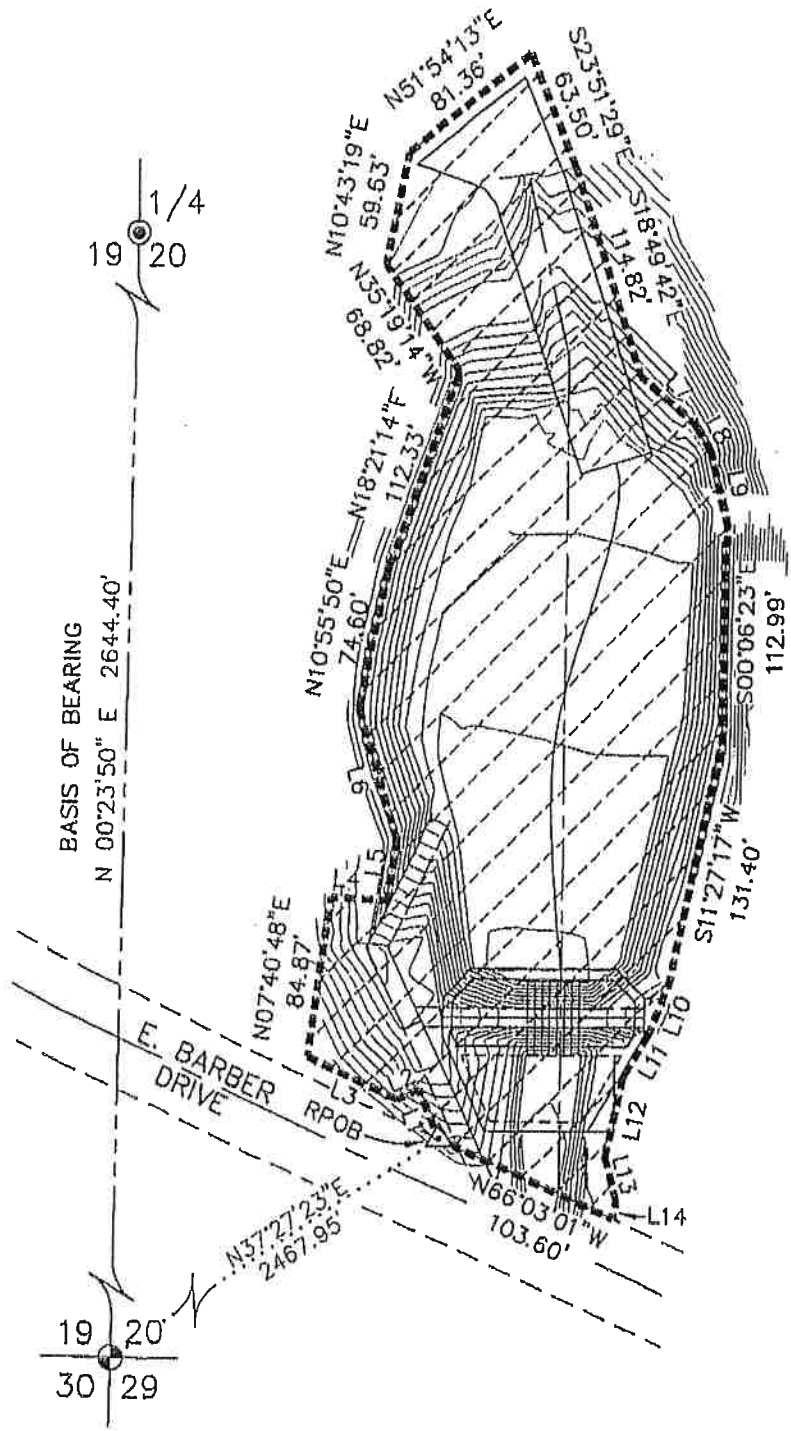


# EXHIBIT "B"



SCALE: 1" = 100'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 22'46'15" W	28.57'
L2	S 65'19'19" W	12.78'
L3	N 66'03'01" W	52.71'
L4	S 87'41'48" E	30.13'
L5	N 07'49'52" E	31.44'
L6	N 16'48'25" W	73.25'
L7	S 49'41'10" E	39.74'
L8	S 30'09'14" E	17.57'
L9	S 12'45'43" E	39.21'
L10	S 21'01'22" W	28.17'
L11	S 30'38'02" W	27.90'
L12	S 12'10'38" W	43.29'
L13	S 15'50'24" E	24.39'
L14	S 10'00'57" W	9.84'



S:\VSC Projects\Warm Springs Detention Basin 16-126\dwg\sediment-retention case EXB.dwg 3/8/2017 6:28:40 PM MSJ

**IDAHO SURVEY GROUP, P.C.**  
 1450 E. WATERTOWER ST.  
 SUITE 130  
 MERIDIAN, IDAHO 83842  
 (208) 846-8570

**SEDIMENT RETENTION BASIN EASEMENT  
 EXHIBIT DRAWING FOR  
 CITY OF BOISE**

LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 20,  
 T.3N., R.3E., B.M., CITY OF BOISE, ADA COUNTY, IDAHO

JOB NO.  
16-136

SHEET NO.  
1

DWG. DATE  
03-07-17

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**APPRAISAL REPORT**  
ON THE  
***SEDIMENT RETENTION BASIN***  
***(1.94± ACRES OF LAND - BLOCK NW31)***  
LOCATED  
**NORTH OF EAST BARBER DRIVE**  
IN  
**BOISE, ADA COUNTY**  
**IDAHO**

FOR

MR. DOUG FOWLER  
PRESIDENT  
BARBER VALLEY DEVELOPMENT INC.  
4940 E. MILL STATION DRIVE, STE. 101B  
BOISE, ID 83716

RETROSPECTIVE DATE OF VALUE:  
JULY 1, 2017

L&A FILE NO. 19.1062S.REV

PREPARED BY

BY

SAM LANGSTON, MAI  
IDAHO CGA #195  
&  
GREG J. CONTOS  
IDAHO CRA #13

September 26, 2019

Mr. Doug Fowler  
President  
Barber Valley Development Inc.  
4940 E. Mill Station Drive, Ste. 101B  
Boise, ID 83716

Re: Appraisal Report (Summary Format) on the Sediment Retention Basin parcel which includes approximately 1.94± acres of land (Block NW31) located north of E. Barber Drive, Boise, Ada County, Idaho.

Dear Mr. Fowler:

In accordance with your request for an appraisal on the above captioned property, we have conducted market investigations, gathered pertinent data, and performed certain analyses necessary for the appraisal process. The appraisal is based on a "Hypothetical" condition that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and has been analyzed as a vacant development parcel as part of Block NW31 within the Dallas Harris Estates. The purposes of this report is to provide a market value estimate of the underlying land for the purposes of reimbursement from the CID (Community Infrastructure District). From such, we have formed an opinion of the ATF (Across-the-fence) value (as defined in the report), for the Fee Simple Estate of the subject property based on the Across-the-Fence methodology.

The information herein is presented with the understanding that appraisals and reporting formats vary greatly depending upon the client's individual needs, time constraints, the size and complexity of the property, and the intended use of the data. It is at your request and by mutual agreement that the written report be presented in a summary format.

This appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an appraisal report. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers' file.

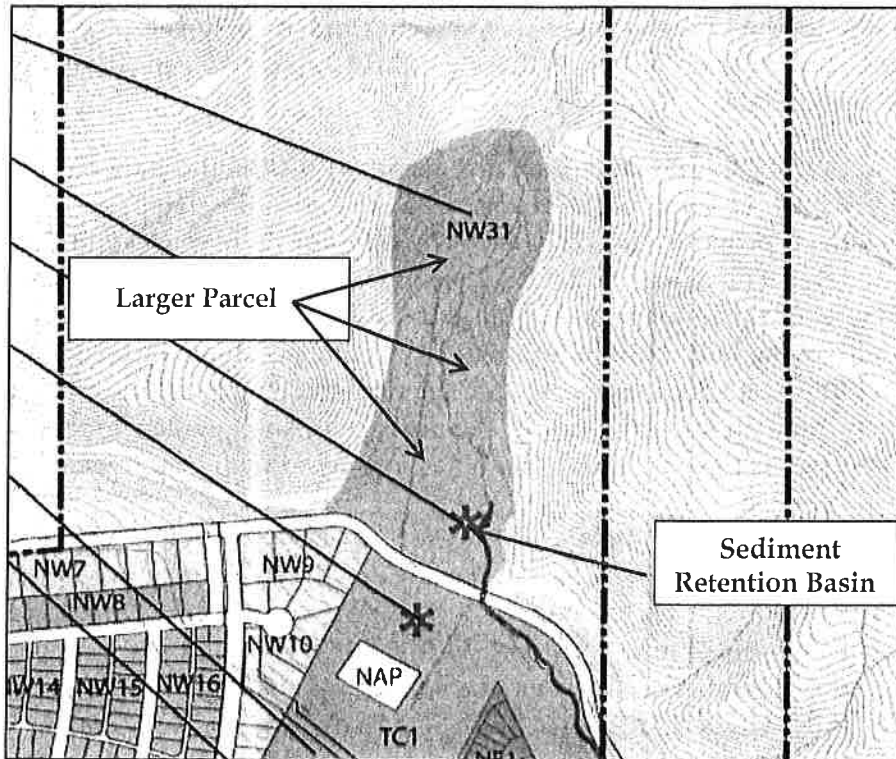
Upon your request we have prepared a retrospective date of value as of July 1, 2017. A retrospective appraisal is complicated by the fact that the appraiser already knows what occurred in the market after the effective date of the appraisal. Data subsequent to the effective date may be considered in developing a retrospective value as a confirmation of trends that would reasonably be considered by a buyer or seller as of that date

The appraiser should determine a logical cut-off for the data to be used in the analysis because at some point distant from the effective date, the subsequent data will no longer provide an accurate representation of market conditions as of the effective date. This is a difficult determination to make. Studying the market conditions as of the date of the appraisal assists the appraiser in judging where he or she should make this cut-off. With market evidence that data subsequent to the effective date was consistent with market expectations as of the effective date, the subsequent data should be used. In the absence of such evidence, the effective date should be used as the cut-off date for data considered by the appraiser.

The subject of this appraisal contains 1.94± acres and is an existing sediment retention basin designated as a portion of Block NW31. The larger parcel in this appraisal is identified as the entire Block NW31 containing a total of 42.70± acres which will be valued in accordance with the ATF Methodology. The Land Use is categorized as Destination Spa Resort. Based on the analysis in this report we have determined the Highest and Best Use as being Low Density Residential.

**Block NW31 Density**

Land Use Designation	Highest & Best Use	# Lots/Acre	Acreage	# DU
Destination Spa Resort	Low Density Residential	1.17	42.70	50.00



For the purposes of this analysis the appraisal is based on a "Hypothetical" condition that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and has been analyzed as a vacant development parcel as part of Block NW31 within the Dallas Harris Estates as of the effective date of value and is to be valued as part of the subject's larger parcel of 42.70± acres prior to development. A "Hypothetical" condition is defined as:

Hypothetical Condition: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

*Development of a value opinion based on a hypothetical condition is addressed in Standards Rule 1-2(g) of USPAP. Use of a hypothetical condition is permitted*

*when it is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison. An analysis based on a hypothetical condition must not result in an appraisal or appraisal review report that is misleading. The hypothetical condition must be clearly and conspicuously disclosed in the report with a description of the hypothetical condition and a statement that its use might have affected the assignment results.*

#### ACROSS-THE-FENCE (ATF)

“Across-the-fence” price means the estimated unit price per acre, per unit, or per square foot of adjoining or nearby land sales, analyzed and adjusted for dissimilarities, weighing the more important factors.

“[The “ATF” valuation] is based on the premise that the corridor land should be worth at least as much as the land through which it passes. Using this approach, the corridor is typically divided into segments or districts of similar utility based on the adjacent land use. Then the value of a typical parcel of adjacent land within the district is applied to that portion of the corridor to arrive at its market value. Finally the values of each of the segments or districts of the corridor are added together to estimate the ATF value of the total corridor.”<sup>1</sup>

Of the three customary approaches to value - the Sales Comparison Approach - was determined to be most applicable to the subject property, and has been applied based on the market comparables identified in the data collection process. All statements of fact used in the report serving as the basis of the appraisers’ analyses, opinions, and conclusions, are considered to be true and correct to the best of the appraisers knowledge and belief. We shall have no responsibility for legal matters; questions of survey; opinion of title; soil or subsoil conditions; engineering; technical matters, etc.

A Phase I Environmental Assessment has not been provided regarding the subject site. It is assumed in this report that no environmental conditions were present on the subject site. The existence of hazardous materials, which may or may not be present on the subject site, was not observed by LANGSTON & ASSOCIATES, INC. The value estimate is predicated on the assumption that there is no such material on the property. There are a number of specific Extraordinary Assumptions relative to this appraisal, dealing with items from legal restrictions to reliability of supplied information from various sources. These Extraordinary Assumptions are in addition

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<sup>1</sup> Arthur G. Rahm, “Across the Fence Methodology for Valuation of Corridors: What Is It and How Is It Used?,” *The Appraisal Journal*, July 2001, 270.




to the Standard Assumptions and Limiting Conditions set-forth in the Addenda of this report.

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, the "Hypothetical" market value as of the retrospective date of July 1, 2017 of the subject property is valued as follows:

**"HYPOTHETICAL" MARKET VALUE AS OF THE RETROSPECTIVE DATE OF JULY 1, 2017 -**  
**1.94± ACRES: ..... \$194,000**

The following report sets forth the identification of the subject property, as well as summary discussions of the pertinent facts about the investigations and analyses, and reasoning leading to the conclusions set forth. We trust you will find the information contained in the report relevant to your decisions regarding the subject property. Should you have any questions regarding this report, or if we may be of further service to you on this or future projects, please contact us at your earliest convenience.

Sincerely,  
LANGSTON & ASSOCIATES, INC.



Sam Langston, MAI  
Idaho CGA#195



Greg J. Contos  
Idaho CRA #13

## GO19-1(3)

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	07/30/2010	958,979.49	1		
2 Rate Change	12/17/2015	Rate: 5.500 %		Rate Period: Annual	
3 Rate Change	12/15/2016	Rate: 5.750 %		Rate Period: Annual	
4 Rate Change	03/16/2017	Rate: 6.000 %		Rate Period: Annual	
5 Rate Change	06/15/2017	Rate: 6.250 %		Rate Period: Annual	
6 Rate Change	12/14/2017	Rate: 6.500 %		Rate Period: Annual	
7 Rate Change	03/22/2018	Rate: 6.750 %		Rate Period: Annual	
8 Rate Change	06/14/2018	Rate: 7.000 %		Rate Period: Annual	
9 Rate Change	09/27/2018	Rate: 7.250 %		Rate Period: Annual	
10 Rate Change	12/20/2018	Rate: 7.500 %		Rate Period: Annual	
11 Rate Change	07/31/2019	Rate: 7.250 %		Rate Period: Annual	
12 Rate Change	09/18/2019	Rate: 7.000 %		Rate Period: Annual	
13 Payment	10/04/2019	958,979.49	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest	Balance Due Principal	Total
Loan 07/30/2010		0.00	0.00	0.00	0.00	958,979.49	958,979.49
2010 Totals	0.00	0.00	0.00	0.00			
Rate 12/17/2015		271,043.07	0.00	0.00	271,043.07	958,979.49	1,230,022.56
12/17/2015	Rate: 5.500 %		Rate Period: Annual				
2015 Totals	0.00	271,043.07	0.00	0.00			
Rate 12/15/2016		52,599.37	0.00	0.00	323,642.44	958,979.49	1,282,621.93
12/15/2016	Rate: 5.750 %		Rate Period: Annual				
2016 Totals	0.00	52,599.37	0.00	0.00			
Rate 03/16/2017		13,747.56	0.00	0.00	337,390.00	958,979.49	1,296,369.49
03/16/2017	Rate: 6.000 %		Rate Period: Annual				
Rate 06/15/2017		14,345.28	0.00	0.00	351,735.28	958,979.49	1,310,714.77
06/15/2017	Rate: 6.250 %		Rate Period: Annual				
Rate 12/14/2017		29,886.00	0.00	0.00	381,621.28	958,979.49	1,340,600.77
12/14/2017	Rate: 6.500 %		Rate Period: Annual				
2017 Totals	0.00	57,978.84	0.00	0.00			
Rate 03/22/2018		16,736.16	0.00	0.00	398,357.44	958,979.49	1,357,336.93
03/22/2018	Rate: 6.750 %		Rate Period: Annual				
Rate 06/14/2018		14,897.02	0.00	0.00	413,254.46	958,979.49	1,372,233.95
06/14/2018	Rate: 7.000 %		Rate Period: Annual				
Rate 09/27/2018		19,310.96	0.00	0.00	432,565.42	958,979.49	1,391,544.91
09/27/2018	Rate: 7.250 %		Rate Period: Annual				
Rate 12/20/2018		16,000.51	0.00	0.00	448,565.93	958,979.49	1,407,545.42
12/20/2018	Rate: 7.500 %		Rate Period: Annual				
2018 Totals	0.00	66,944.65	0.00	0.00			
Rate 07/31/2019		43,942.28	0.00	0.00	492,508.21	958,979.49	1,451,487.70
07/31/2019	Rate: 7.250 %		Rate Period: Annual				

GO19-1(3)

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
						Interest	Principal	
Rate	09/18/2019		9,333.63	0.00	0.00	501,841.84	958,979.49	1,460,821.33
	09/18/2019	Rate: 7.000 %	Rate Period: Annual					
	1 10/04/2019	958,979.49	2,942.62	0.00	958,979.49	504,784.46	0.00	504,784.46
2019 Totals		958,979.49	56,218.53	0.00	958,979.49			
Grand Totals		958,979.49	504,784.46	0.00	958,979.49			

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GO19-1(3)

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An open balance of 504,784.46 still remains.



## BROKER OPINION OF VALUE

Colliers International Idaho has been asked by LeNir Inc. to provide an Opinion of Value, as of July 2010, for Lot 5, Block 1 of the Dallas Harris Estates Subdivision No. 1 containing approximately 16.721 acres. This parcel is improved and is part of the open area of Harris Ranch. Colliers will provide a background on the Harris Ranch development, a description of where the Subject Property is located and a value of the property in its current use.

Harris Ranch is an 1,100-acre master-planned community featuring residential, commercial, public facilities and open space (copy of the Master Plan is attached). It is located in east Boise in the Barber Valley. Harris Ranch sits between the Boise River and the foothills. When fully built out, Harris Ranch will contain 2,650 homes, 800,000 square feet of commercial space, schools and other amenities.

### PROPERTY DESCRIPTION

The Subject Property is located on the western edge of the start of the Harris Ranch Development. The property has three (3) storm water ponds that contain varying levels throughout the year. The Subject Property is the land surrounding these ponds and is currently improved with landscaping creating a natural open area. In the Harris Ranch Master Plan, there are many designated open areas, which are amenities to homes and commercial sites. The Subject Property contains 16.721 acres. A survey showing the Subject Property is attached to this Broker Opinion of Value.

### LAND VALUATION

There are no specific land sale comparables for open area within a master-planned community so Colliers used the average lot sale price in Harris Ranch and reduced the value for the open area use.

The average lot sale price in Harris Ranch is approximately \$6.00 per square foot. This is for a finished lot with utilities to the site.

The Subject Property is also improved with landscaping and is a requirement of the developer to provide per the approved master plan. The developer could not charge \$6.00 per square foot without providing open areas, which offer views to the foothills and bike trails in the development.

Colliers believes the land, because of its use, carries a value of roughly 33% of the other acreage. There are costs to develop and improve the storm water rotation area. Therefore the value is at \$2.00 per square foot for the total amenity square footage.

In conclusion, the Subject Property, while considered open area, is part of the overall Harris Ranch Development. The value of \$2.00 per square foot is the economic value of the land within the overall Harris Ranch Development.

Therefore, the total value of both parcels is:  $738,366 \text{ SF} \times \$2.00 \text{ per square foot} = \$1,456,733.00$

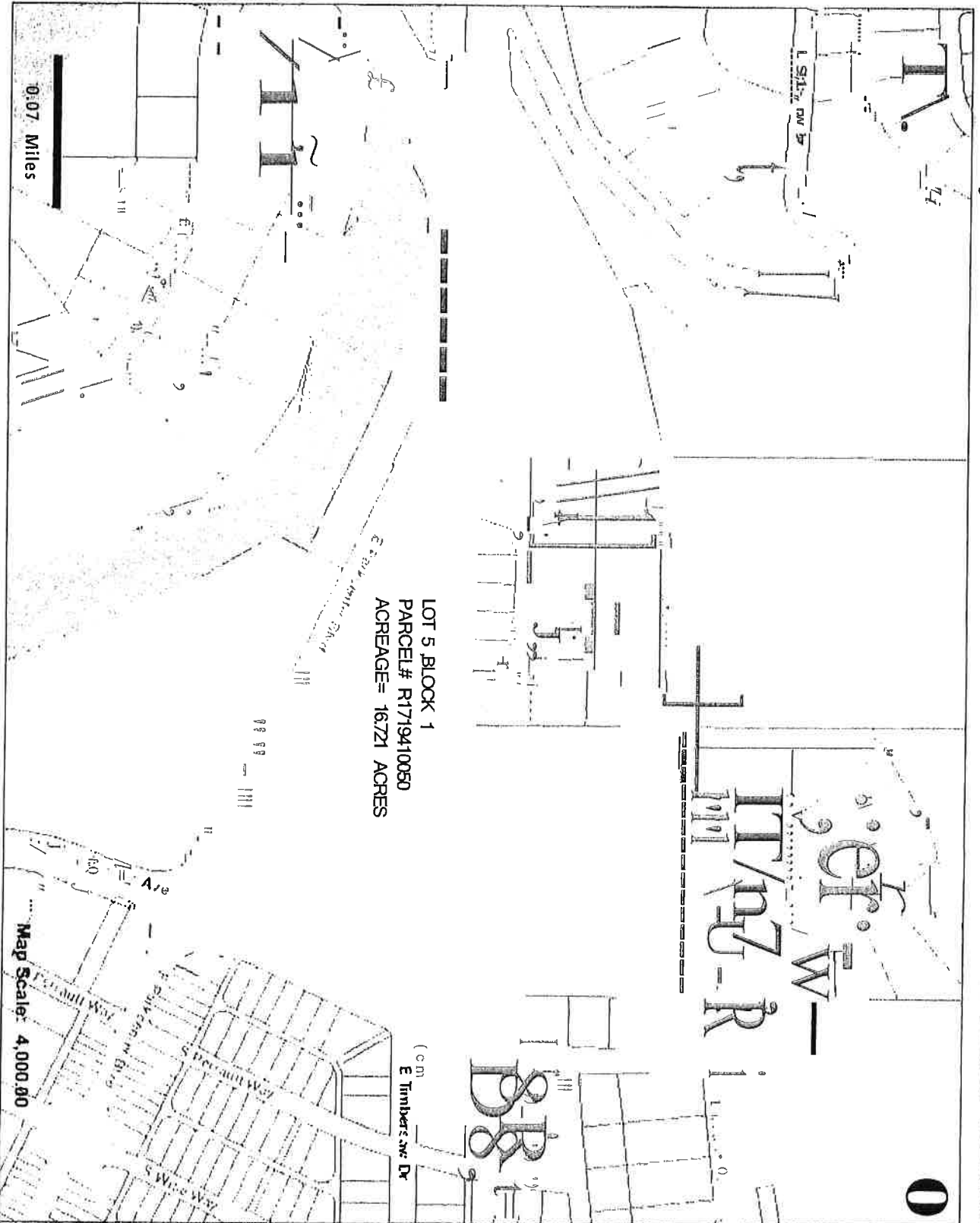
Colliers International Idaho

A handwritten signature in black ink, appearing to read "M. Giff", is written over the typed name.

Managing Owner  
Colliers Boise Office

# Ada County Assessor

This map is a user generated static output from an internal mapping site and is for general information only. Data layers that are not accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR LEGAL PURPOSES.



Legend



GO19-1(4)

Rate Period ..... : Annual

Nominal Annual Rate .... : 7.500 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	04/15/2019	1,230,000.00	1		
2 Rate Change	07/31/2019	Rate: 7.250 %		Rate Period: Annual	
3 Rate Change	09/18/2019	Rate: 7.000 %		Rate Period: Annual	
4 Payment	10/04/2019	1,230,000.00	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest		Principal Paid	Balance Due		Total
			Accrued	Paid		Interest	Principal	
Loan	04/15/2019		0.00	0.00	0.00	0.00	1,230,000.00	1,230,000.00
Rate	07/31/2019		27,043.15	0.00	0.00	27,043.15	1,230,000.00	1,257,043.15
	07/31/2019	Rate: 7.250 %						
Rate	09/18/2019		11,971.44	0.00	0.00	39,014.59	1,230,000.00	1,269,014.59
	09/18/2019	Rate: 7.000 %						
1	10/04/2019	1,230,000.00	3,774.25	0.00	1,230,000.00	42,788.84	0.00	42,788.84
2019 Totals		1,230,000.00	42,788.84	0.00	1,230,000.00			
Grand Totals		1,230,000.00	42,788.84	0.00	1,230,000.00			



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GO19-1(4)

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An open balance of 42,788.84 still remains.

MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT

This Master Perpetual Storm Water Drainage Easement ("Master Easement") shall be appurtenant to and run with certain subdivisions of land in Ada County, Idaho. When this Master Easement is incorporated by reference to its recorded Instrument Number in a recorded subdivision plat or other instrument affecting land, the owner(s) of the subdivision or land and their successors and assigns in interest shall be bound by all of the provisions set forth in this Master Easement.

This Master Easement is made as of the date of recording of the final plat, by and between the owner(s) of the subdivision (hereinafter "Grantor") and Ada County Highway District, a body politic and corporate of the State of Idaho (hereinafter "ACHD");

WITNESSETH:

Section 1. Recitals.

1.1 ACHD is organized as a single county-wide highway district pursuant to Title 40, Chapters 13 and 14, Idaho Code; and owns the public rights-of-way in Ada County, pursuant to Section 40-2302 Idaho Code, except those public rights-of-way under the jurisdiction of the State of Idaho;

1.2 ACHD has exclusive general supervisory authority over all public highways, public streets, and public rights-of-way in Ada County, except State highways, with full power to establish use standards and to control access to said public highways, public streets, and public rights-of-way pursuant to Section 40-1310 Idaho Code, and has jurisdiction over ditches, culverts, and any flooding in or over the public rights-of-way pursuant to Sections 40-2321, 40-2322, 40-2323 Idaho Code;

1.3 Grantor owns a parcel of real property located in Ada County, Idaho, a portion of which is more particularly described and depicted on the final plat of the subdivision (the "Servient Estate") that references this Master Easement;

1.4 Grantor is developing a ~~residential~~ subdivision, and in order to safely remove storm water from the local and/or collector streets dedicated to ACHD upon recording of the plat of said subdivision (such local streets are hereinafter referred to as the "Dominant Estate") Grantor has agreed to construct and install a storm water drainage facility on the Servient Estate along with associated underground storm water drain lines from the Dominant Estate into the storm water drainage facility (the facility and lines are hereinafter referred to as the "Storm Water Drainage System");

1.5 It is the intent of ACHD and Grantor to simplify the process of negotiating separate agreements for each Storm Water Drainage System and to confirm the understanding between the parties with respect to ACHD's and Grantor's respective requirements for such Storm Water Drainage Systems, all consistent with the parties' respective rights and obligations

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**APPRAISAL REPORT**  
ON THE  
**WARM SPRINGS CREEK REALIGNMENT**  
**(5.07± ACRES OF LAND)**  
LOCATED  
NORTH OF EAST WARM SPRINGS AVENUE  
IN  
BOISE, ADA COUNTY  
IDAHO

FOR

MR. DOUG FOWLER  
PRESIDENT  
BARBER VALLEY DEVELOPMENT INC.  
4940 E. MILL STATION DRIVE, STE. 101B  
BOISE, ID 83716

EFFECTIVE DATE OF VALUE:  
APRIL 15, 2019

L&A FILE NO. 19.1050S

PREPARED BY

BY

SAM LANGSTON, MAI  
IDAHO CGA #195  
&  
GREG J. CONTOS  
IDAHO CRA #13



Langston  
& Associates

A REAL ESTATE SERVICES CORPORATION

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April 19, 2019

Mr. Doug Fowler  
President  
Barber Valley Development Inc.  
4940 E. Mill Station Drive, Ste. 101B  
Boise, ID 83716

Re: Appraisal Report (Summary Format) on the Warm Springs Creek Realignment parcel which includes approximately 5.07± acres of land located north of E. Warm Springs Avenue, Boise, Ada County, Idaho.

Dear Mr. Fowler:

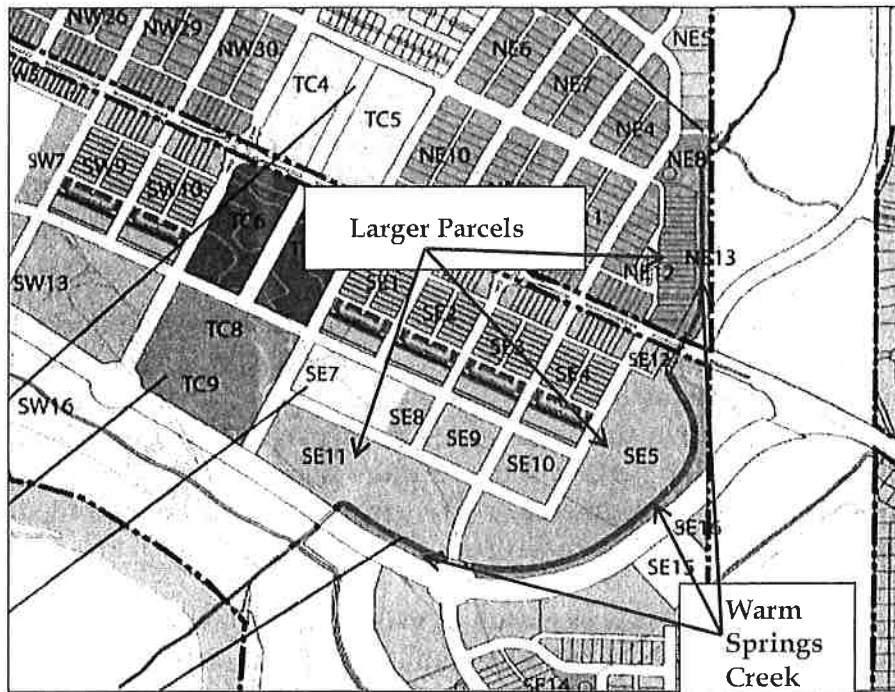
In accordance with your request for an appraisal on the above captioned property, we have conducted market investigations, gathered pertinent data, and performed certain analyses necessary for the appraisal process. The appraisal is based on a "Hypothetical" condition that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and has been analyzed as a vacant development parcel as part of Blocks SE5, SE11, and NE12 within the Dallas Harris Estates. The purposes of this report is to provide a market value estimate of the underlying land for the purposes of reimbursement from the CID (Community Infrastructure District). From such, we have formed an opinion of the ATF (Across-the-fence) value (as defined in the report), for the Fee Simple Estate of the subject property based on the Across-the-Fence methodology.

The information herein is presented with the understanding that appraisals and reporting formats vary greatly depending upon the client's individual needs, time constraints, the size and complexity of the property, and the intended use of the data. It is at your request and by mutual agreement that the written report be presented in a summary format.

This appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an appraisal report. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers' file.

The subject of this appraisal contains two parcels, 1.14± acres and 3.93± acres for a total of 5.07± acres and is an existing storm water drainage creek, Warm Springs Creek, designated as Block NE13 (Creek Open Space). The larger parcel in this appraisal is identified as the contiguous land for Blocks SE5, SE11, and NE12, containing a total of 17.75± acres which abuts the subject on the western boundary and will be valued in accordance with the ATF Methodology.

Block SE5 Density		
Land Use Designation	Highest & Best Use	Acreage
Mixed Use Commercial	High Density Residential	7.16
Block SE11 Density		
Land Use Designation	Highest & Best Use	Acreage
Mixed Use Commercial	High Density Residential	6.21
Block NE12 Density		
Land Use Designation	Highest & Best Use	Acreage
Medium Density Residential	Medium Density Residential	4.38
<b>Total Acreage</b>		<b>17.75</b>



For the purposes of this analysis the appraisal is based on a “Hypothetical” condition that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and has been analyzed as a vacant development parcel as part of Blocks SE5, SE11, and NE12 within the Dallas Harris Estates as of the

effective date of value and is to be valued as part of the subject's larger parcel of 17.75± acres prior to development. A "Hypothetical" condition is defined as:

Hypothetical Condition: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

*Development of a value opinion based on a hypothetical condition is addressed in Standards Rule 1-2(g) of USPAP. Use of a hypothetical condition is permitted when it is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison. An analysis based on a hypothetical condition must not result in an appraisal or appraisal review report that is misleading. The hypothetical condition must be clearly and conspicuously disclosed in the report with a description of the hypothetical condition and a statement that its use might have affected the assignment results.*

#### ACROSS-THE-FENCE (ATF)

"Across-the-fence" price means the estimated unit price per acre, per unit, or per square foot of adjoining or nearby land sales, analyzed and adjusted for dissimilarities, weighing the more important factors.

"[The "ATF" valuation] is based on the premise that the corridor land should be worth at least as much as the land through which it passes. Using this approach, the corridor is typically divided into segments or districts of similar utility based on the adjacent land use. Then the value of a typical parcel of adjacent land within the district is applied to that portion of the corridor to arrive at its market value. Finally the values of each of the segments or districts of the corridor are added together to estimate the ATF value of the total corridor."<sup>1</sup>

Of the three customary approaches to value - the Sales Comparison Approach - was determined to be most applicable to the subject property, and has been applied based on the market comparables identified in the data collection process. All statements of fact used in the report serving as the basis of the appraisers' analyses, opinions, and conclusions, are considered to be true and correct to the best of the

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<sup>1</sup> Arthur G. Rahm, "Across the Fence Methodology for Valuation of Corridors: What Is It and How Is It Used?," *The Appraisal Journal*, July 2001, 270.

appraisers knowledge and belief. We shall have no responsibility for legal matters; questions of survey; opinion of title; soil or subsoil conditions; engineering; technical matters, etc.


A Phase I Environmental Assessment has not been provided regarding the subject site. It is assumed in this report that no environmental conditions were present on the subject site. The existence of hazardous materials, which may or may not be present on the subject site, was not observed by LANGSTON & ASSOCIATES, INC. The value estimate is predicated on the assumption that there is no such material on the property. There are a number of specific Extraordinary Assumptions relative to this appraisal, dealing with items from legal restrictions to reliability of supplied information from various sources. These Extraordinary Assumptions are in addition to the Standard Assumptions and Limiting Conditions set-forth in the Addenda of this report.

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, as of April 15, 2019, the "Hypothetical" market value of the subject property is valued as follows:

**"HYPOTHETICAL" (ACROSS THE FENCE MARKET VALUE) - 5.07± ACRES: ..... \$1,230,000**

The following report sets forth the identification of the subject property, as well as summary discussions of the pertinent facts about the investigations and analyses, and reasoning leading to the conclusions set forth. We trust you will find the information contained in the report relevant to your decisions regarding the subject property. Should you have any questions regarding this report, or if we may be of further service to you on this or future projects, please contact us at your earliest convenience.

Sincerely,  
LANGSTON & ASSOCIATES, INC.



Sam Langston, MAI  
Idaho CGA#195



Greg J. Contos  
Idaho CRA #13

TABLE OF CONTENTS

COVER PAGE  
LETTER OF TRANSMITTAL

TABLE OF CONTENTS .....1  
OVERVIEW OF ASSUMPTIONS AND LIMITING CONDITIONS.....2  
SUMMARY OF IMPORTANT FACTS & CONCLUSIONS.....5  
**PART I – DEFINITION OF THE APPRAISAL PROBLEM.....10**  
DEFINITIONS & BACKGROUND INFORMATION .....11  
ZONING.....32  
REAL ESTATE TAXES .....35  
SITE DESCRIPTION.....36  
**PART II - PROPERTY VALUATION.....45**  
HIGHEST AND BEST USE .....46  
MARKETING & EXPOSURE TIME .....50  
SALES COMPARISON APPROACH .....51  
CERTIFICATE OF APPRAISAL.....70  
ADDENDA .....73  
UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS .....74  
FOR “SUMMARY” APPRAISAL.....74

ASSUMPTIONS & LIMITING CONDITIONS  
ENGAGEMENT LETTER  
PROVIDED INFORMATION  
QUALIFICATIONS OF THE APPRAISER





2019 MAR 14 AM 9:54  
BOISE CITY  
REC'D CITY CLERK

After Recording  
Return to:

T. Hethe Clark  
Splnk Butler, LLP  
PO Box 639  
Boise, Idaho 83701

FOR RECORDING INFORMATION

**EASEMENT AGREEMENT  
(Warm Springs Creek)**

THIS EASEMENT AGREEMENT (WARM SPRINGS CREEK) (this "Agreement") is made and entered into this 26th day of March 2019, by and between City of Boise City, by and through the City of Boise Public Works Department, a municipal corporation, hereinafter referred to as "City," Harris Family Limited Partnership, an Idaho limited partnership, hereinafter referred to as "HFLP," Barber Valley Development, Inc., an Idaho corporation, hereinafter referred to as "BVD," and the Harris Ranch Master Owners Association, Inc., an Idaho corporation, hereinafter referred to as the "Association."

**RECITALS**

A. HFLP is the owner of certain real property located within that certain master-planned community commonly known as "Harris Ranch." Harris Ranch is being developed by BVD pursuant to approvals by City.

B. In connection with said approvals, BVD is constructing certain facilities that benefit the larger area, including runoff-control measures such as that certain "Retention Basin" identified in that certain Sediment Retention Basin Easement Agreement executed among the parties and recorded on July 6, 2017 as Instrument No. 2017-061356 (the "Retention Basin"). In connection with such efforts, BVD has undertaken the reconstruction and relocation of Warm Springs Creek (the "Creek Relocation Project"). In concert with the Retention Basin, the Creek Relocation Project will provide a benefit to the area by addressing possible deposits of sediment into waterways, as well as expanding capacity and more effectively directing runoff through the Harris Ranch development such that Warm Springs Creek is now sized to accommodate the 100-year flood within the channel of the Creek Relocation Project.

C. In connection with the Creek Relocation Project, certain approvals by agencies with jurisdiction require that a program of maintenance be established and that such maintenance obligations be capable of enforcement. This Agreement will establish such maintenance obligations and provide the City with a permissive right of enforcement of such maintenance program.

D. BVD has paid for the initial construction of the Creek Relocation Project, subject to reimbursement by the Harris Ranch Community Infrastructure District No. 1, a community infrastructure district formed according to the laws of the State of Idaho (the "Harris Ranch CID"). It is the parties' intent that HFLP will continue to own the real property underlying the Creek Relocation Project (the "Creek Relocation Real Property") (as legally described on Exhibit A attached hereto and made a part hereof), subject to an easement in favor of the City for purposes of access to and permissive maintenance of the Creek Relocation under the terms and limitations described herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Creation and Purpose of Easement.** HFLP hereby conveys to City and to the Association a perpetual, non-exclusive easement on, over, under, across, and through the Creek Relocation Real Property for the purpose of location of, access to, and maintenance of the Creek Relocation Project and associated facilities.

2. **Construction License.** HFLP hereby provides to BVD a license on, over, under, across, and through the Creek Relocation Real Property for all purposes reasonably necessary in connection with the initial construction of the Creek Relocation Project and associated facilities. The license provided by this paragraph shall terminate upon completion of construction of the Creek Relocation Project by BVD and acceptance of improvements associated with the Creek Relocation Project by City.

3. **Maintenance Program.** BVD has prepared a regular and systematic program setting forth the items required in connection with the maintenance of the Creek Relocation Project, which program is defined and described in that certain Operations and Maintenance Manual approved and on file with City, as the same may be amended from time to time by the parties in writing (the "O&M Manual"). The O&M Manual as it exists as of the date of this Agreement is attached as Exhibit B and made a part hereof. The Association shall be responsible for providing maintenance of the Creek Relocation Project in accordance with the O&M Manual at the Association's sole cost. The Association shall, in addition, provide maintenance of landscape in accordance with the requirements of the Boise City Wildland Urban Interface Ordinance (Boise City Code 7-01-69, as amended).

4. **Maintenance Enforcement.** In the event the Association fails to perform its duties under the O&M Manual, City may but shall not be obligated to serve written notice upon the Association setting forth the deficiencies in maintenance along with a demand that the deficiencies be cured within a stated reasonable time period. If, following such time period, City shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, City shall thereupon have the power and authority, but not the obligation, to enter upon the Creek Relocation Real Property, or cause its agents or contractors to enter the Creek Relocation Real Property to perform such obligation or take such corrective measures as reasonably found by City to be appropriate or necessary. The cost and expense of making and financing such actions by City, including notices by City and reasonable legal fees incurred by City, shall be paid by the Association within thirty (30) days of billing to the Association.

5. **Reservations.** The easement created by this Agreement is subject to a general reservation and right in HFLP to use any portion of land above, below or around the Creek Relocation Real Property so long as such use does not unreasonably interfere with the Association or City's use of the Creek Relocation Real Property for the purposes set forth herein.

6. **Indemnity.** The Association, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless City and City's elected officials, agents, and employees from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the Creek Relocation Project.

7. **Default.** In the event any party fails to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by a party or by any successor or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction. A waiver of any default by any party of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies or apply to any subsequent breach of any such or other covenants and conditions. In the event the performance of any obligation to be performed hereunder by any party is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

**8. Miscellaneous.**

(a) **Notices.** Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or one (1) day after deposit with a nationally recognized air carrier providing next day delivery, addressed as follows:

**To City:** City of Boise Public Works Department  
P.O. Box 500  
Boise City Hall  
Boise, Idaho 83701-0500

With a copy to: Robert C. Lockward  
P.O. Box 500  
Office of the City Attorney  
Boise, Idaho 83701-0500

**To HFLP:** Harris Family Limited Partnership  
c/o Douglas E. Fowler  
4940 E. Mill Station Dr., Suite 101B  
Boise, Idaho 83716

With copy to: T. Hethe Clark  
Spink Butler, LLP  
251 E. Front St., Suite 200  
P.O. Box 639  
Boise, Idaho 83701

**To BVD:** Barber Valley Development, Inc.  
c/o Douglas E. Fowler  
4940 E. Mill Station Dr., Suite 101B  
Boise, Idaho 83716

With copy to: T. Hethe Clark  
Spink Butler, LLP  
251 E. Front St., Suite 200  
P.O. Box 639  
Boise, Idaho 83701

**To Association:** Harris Ranch Master Owners Association, Inc.  
6149 E. Meeker Place, Suite 150  
Boise, Idaho 83716

or at such other address, or facsimile number, or to such other party that any party entitled to receive notice hereunder designates to the other in writing as provided above.

(b) **Time is of the Essence.** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, 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.

(c) **Binding upon Successors.** All provisions of this Agreement, including the benefits and burdens hereof, run with the land and are binding upon and inure to the benefit of the parties, and the respective heirs, assigns, successors, and personal representatives of the parties.

(d) **Final Agreement.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and there are no promises, agreements, conditions, or understanding, either oral or written, express or implied, between the parties, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

(e) **Invalid Provisions.** If any provision of this Agreement is held not valid, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.

(f) **Eminent Domain.** In the event that any part of the Retention Basin Real Property shall be taken by eminent domain or any similar authority of law, the award for the value of the land, buildings, and/or improvements so taken shall be apportioned among HFLP, or to its mortgagees or tenants, as their interests may appear, and City in accordance with the value of their respective interests in the part of the Retention Basin Real Property subject to such taking.

(g) **Compatibility.** This Agreement is intended to be supplemental to all other local, City, State, and Federal Code requirements, rules, and regulations. Provided, however, that to the extent this Agreement conflicts with any provision of the Boise City Code, this Agreement shall prevail to the extent permitted by law.

(h) **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

(i) **Relationship of the Parties.** It is hereby specifically understood and acknowledged that none of the parties will be deemed an agent of any other party for any purpose whatsoever.

(j) **Force Majeure.** In the event of changed conditions, changes in State or Federal laws or regulations, inclement weather, delays due to strikes, inability to obtain materials, civil commotion, fire, acts of God, or other circumstances that substantially interfere with the ability of either party to perform its obligations under this Agreement, the parties agree to bargain in good faith to modify such obligations to allow the construction and installation of the Improvements to proceed as planned to the extent practicable.

(k) **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement.

[end of text – signatures on following page]

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice, and statutory requirements having been fulfilled.

CITY:

CITY OF BOISE CITY,  
an Idaho municipal corporation



By: David H. Bieter, Mayor

BVD:

BARBER VALLEY DEVELOPMENT, INC.,  
an Idaho corporation



By: Douglas E. Fowler, President

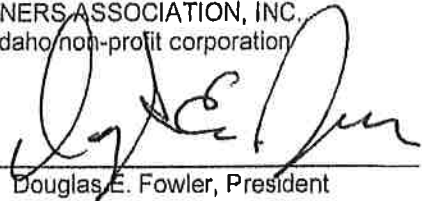


Attest: Linda Lowry, Ex Officio City Clerk



ASSOCIATION:

HARRIS RANCH MASTER  
OWNERS ASSOCIATION, INC.  
an Idaho non-profit corporation



By: Douglas E. Fowler, President

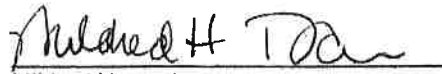
HFLP:

HARRIS FAMILY LIMITED PARTNERSHIP,  
an Idaho limited partnership

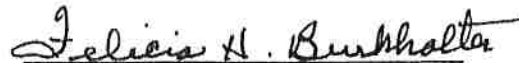
By: Harris Management Company, LLC  
Its: General Partner



Brian R. Harris, Manager



Mildred H. Davis, Manager



Felicia H. Burkhalter, Manager

**Schedule of Exhibits**

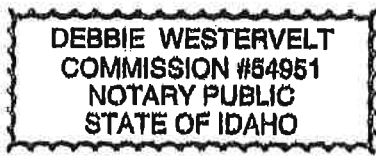
Exhibit A: Legal Description and Depiction of Creek Relocation Real Property  
Exhibit B: O&M Manual for Creek Relocation Project

*[notary acknowledgments on following page]*

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 26<sup>th</sup> day of March 20 14, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID H. BIETER and LINDA LOWRY, known or identified to me to be the Mayor and Ex Officio City Clerk, respectively, of CITY OF BOISE CITY, IDAHO, the municipal corporation that executed the instrument or the persons who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

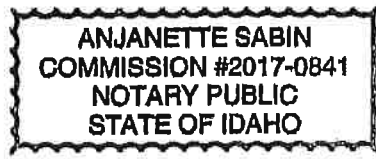


Debbie Westervelt  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise  
My Commission Expires 8-24-2021

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 19 day of December 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas E. Fowler, known or identified to me to be the PRESIDENT of HARRIS RANCH MASTER OWNERS ASSOCIATION, INC., the corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

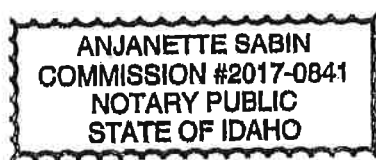


Anjanette Sabin  
NOTARY PUBLIC FOR IDAHO  
Residing at Meridian, ID  
My Commission Expires 10/30/2023

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 19 day of December 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas E. Fowler, known or identified to me to be the PRESIDENT of BARBER VALLEY DEVELOPMENT, INC., the corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

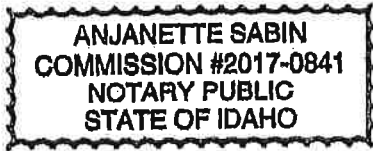


Anjanette Sabin  
NOTARY PUBLIC FOR IDAHO  
Residing at Meridian, ID  
My Commission Expires 10/30/2023

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 19 day of December, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Felicia H. Burkhalter, known or identified to me to be the Class C Manager of HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership, and the person whose name is subscribed to the within instrument on behalf of said limited partnership, and acknowledged to me that she executed same on behalf of said partnership.

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



Anjanette Sabin  
NOTARY PUBLIC FOR IDAHO  
Residing at Meridian, ID  
My Commission Expires 10/30/2023

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 19 day of December, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian R. Harris, known or identified to me to be the Class A Manager of HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership, and the person whose name is subscribed to the within instrument on behalf of said limited partnership, and acknowledged to me that he executed same on behalf of said partnership.

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

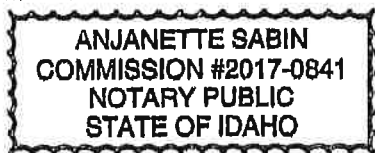


Anjanette Sabin  
NOTARY PUBLIC FOR IDAHO  
Residing at Meridian, ID  
My Commission Expires 10/30/2023

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 19 day of December, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Mildred H. Davis, known or identified to me to be the Class B Manager of HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership, and the person whose name is subscribed to the within instrument on behalf of said limited partnership, and acknowledged to me that she executed same on behalf of said partnership.

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



Anjanette Sabin  
NOTARY PUBLIC FOR IDAHO  
Residing at Meridian, ID  
My Commission Expires 10/30/2023

**EXHIBIT A**

**Legal Description and Depiction of Creek Relocation Real Property**

**[see following page]**





9955 W Emerald St  
Boise, ID 83704

Phone: (208) 846-8570

Fax: (208) 884-5399

**Description for  
New Warm Springs Creek**

*July 7, 2018*

A parcel of land being a portion of the Northeast 1/4 of the Northwest 1/4 of Section 29, located within Township 3 North, Range 3 East, Boise Meridian, Boise City, Ada County, Idaho being more particularly described as follows:

Commencing at the Northwest corner of said Section 29, from which the North 1/4 corner of Section 29 bears South 89°35'48" East, 2657.50 feet; Thence along the North boundary of said Section 29, South 89°35'48" East, 1993.13 feet to the West boundary of the East 1/2 of the East 1/2 of the Northwest 1/4 of said Section 29 and being the West boundary line of that certain parcel as described in Warranty Deed Instrument No. 420137 as filed in Book 434 of Deeds at Page 108, Records of Ada County, Idaho; thence along said West boundary, South 00°25'56" West, 99.99 feet to the **REAL POINT OF BEGINNING**;

thence continuing along said West boundary, South 00°25'56" West, 703.60 feet to the Northwestern right-of-way line of South Harris Ranch Road;

thence along said Northwestern right-of-way line, South 25°59'25" West, 111.27 feet;

thence continuing along said northwesterly right-of-way line 31.41 feet along the arc of a curve to the right having a radius of 20.00 feet, a central angle of 89°59'15", and a long chord which bears South 70°59'02" West, 28.28 feet to the intersection with the Northeasterly right-of-way line of former Warm Springs Avenue;

thence leaving said Northwestern right-of-way line, South 25°59'08" West, 20.22 feet to the Northeasterly right-of-way line of East Parkcenter Boulevard;

thence along said Northeasterly right-of-way line, North 64°00'52" West, 61.18 feet;

thence North 25°59'08" East, 187.79 feet;

thence North 00°35'15" East, 497.57 feet;

thence North 07°39'58" East, 84.94 feet;

thence 74.68 feet along the arc of a curve to the right having a radius of 65.00 feet, a central angle of 65°49'35" and a long chord which bears North 40°34'46" East, 70.64 feet to the **REAL POINT OF BEGINNING**.

Containing 49,570 square feet or 1.14 acres, more or less.

AND





IDAHO  
SURVEY  
GROUP

9955 W Emerald St  
Boise, ID 83704

Phone: (208) 846-8570  
Fax: (208) 884-5399

A parcel of land being a portion of Government Lot 5 and the East 1/2 of the Northwest 1/4 of Section 29, located within Township 3 North, Range 3 East, Boise Meridian, Boise City, Ada County, Idaho being more particularly described as follows:

Commencing at the Northwest corner of said Section 29, from which the North 1/4 corner of Section 29 bears South 89°35'48" East, 2657.50 feet; Thence along the North boundary of said Section 29, South 89°35'48" East, 1993.13 feet to the West boundary of the East 1/2 of the Northwest 1/4 of said Section 29 and being the West boundary line of that certain parcel as described in Warranty Deed Instrument No. 420137 as filed in Book 434 of Deeds at Page 108, Records of Ada County, Idaho; thence along said West boundary, South 00°25'56" West, 1165.75 feet to the **REAL POINT OF BEGINNING**;

thence continuing along said West boundary, South 00°25'56" West, 300.75 feet to the Northwesterly right-of-way line of E. Warm Springs Ave as described in Warranty Deed Instrument No. 111076897;

thence along said Northwesterly right-of-way line the following nine courses and distances:

179.99 feet along the arc of a curve to the right having a radius of 1,503.00 feet, a central angle of 06°51'41" and a long chord which bears South 42°04'51" West, 179.88 feet;

62.71 feet along the arc of a compound curve to the right having a radius of 903.00 feet, a central angle of 03°58'45" and a long chord which bears South 47°30'04" West, 62.70 feet;

South 49°29'27" West, 262.95 feet;

thence 96.11 feet along the arc of a curve to the right having a radius of 353.00 feet, a central angle of 15°35'56" and a long chord which bears South 57°17'25" West, 95.81 feet;

South 65°05'23" West, 45.95 feet;

700.74 feet along the arc of a curve to the right having a radius of 738.00 feet, a central angle of 54°24'12" and a long chord which bears North 87°42'31" West, 674.72 feet;

North 60°30'24" West, 203.94 feet;





9955 W Emerald St  
Boise, ID 83704

Phone: (208) 846-8570  
Fax: (208) 884-5399

71.75 feet along the arc of a curve to the right having a radius of 451.50 feet, a central angle of 09°06'17" and a long chord which bears North 55°57'16" West, 71.67 feet;

148.17 feet along the arc of a reverse curve to the left having a radius of 7,387.53 feet, a central angle of 01°08'57" and a long chord which bears North 51°58'36" West, 148.17 feet;

thence leaving said Northwesternly right-of-way line, North 37°26'55" East, 71.50 feet;

thence 149.61 feet along the arc of a curve to the right having a radius of 7,459.03 feet, a central angle of 01°08'57" and a long chord which bears South 51°58'36" East, 149.60 feet;

thence 60.38 feet along the arc of a reverse curve to the left having a radius of 380.00 feet, a central angle of 09°06'17" and a long chord which bears South 55°57'16" East, 60.32 feet;

thence South 60°30'24" East, 203.94 feet;

thence 632.85 feet along the arc of a curve to the left having a radius of 666.50 feet, a central angle of 54°24'12" and a long chord which bears South 87°42'31" East, 609.35 feet;

thence North 65°05'23" East, 45.95 feet;

thence 76.64 feet along the arc of a curve to the left having a radius of 281.50 feet, a central angle of 15°35'56" and a long chord which bears North 57°17'25" East, 76.40 feet;

thence North 49°29'27" East, 285.76 feet;

thence 476.82 feet along the arc of a curve to the left having a radius of 315.00 feet, a central angle of 86°43'43" and a long chord which bears North 06°07'36" East, 432.58 feet;

thence North 37°14'16" West, 94.70 feet;

thence North 25°59'08" East, 119.00 feet;

thence South 64°00'52" East, 66.38 feet;

thence South 07°20'09" East, 122.42 feet;

thence 98.41 feet along the arc of a non-tangent curve to the right having a radius of 892.29 feet, a central angle of 06°19'08" and a long chord which bears South 56°19'16" East, 98.36 feet to the **REAL POINT OF BEGINNING**.

Containing 171,094 square feet or 3.93 acres, more or less.

End of Description.



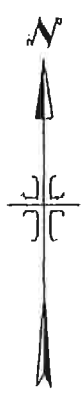
19 20  
30 29

BASIS OF BEARING  
S89°35'48"E 2657.50'

1993.13'

664.38'

1/4 20  
29



0 125 250

SCALE: 1" = 250'

S. MILLBROOK WAY

DALLAS HARRIS ESTATES  
TOWNHOMES SUB NO. 7

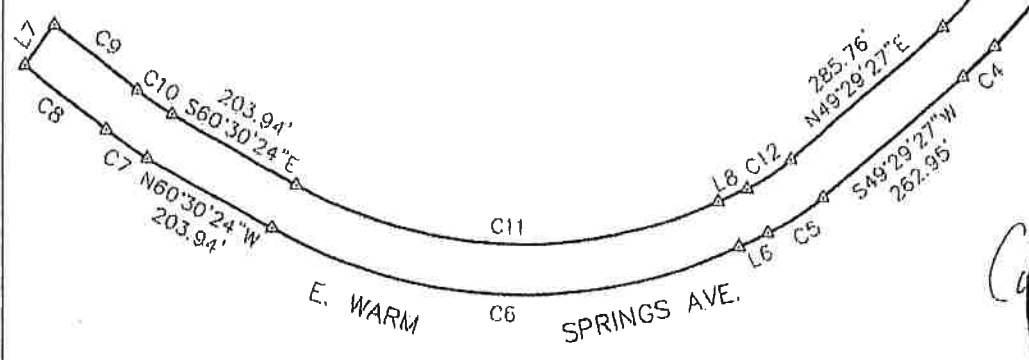
E. PARKCENTER BLVD.

DALLAS HARRIS ESTATES  
TOWNHOMES SUB NO. 8

DALLAS HARRIS ESTATES  
SUB NO. 17

S. HARRIS RANCH RD.

UNPLATTED



E. WARM SPRINGS AVE.

BARBER JUNCTION  
SUBDIVISION



**ISG** IDAHO SURVEY GROUP, L.L.C

9955 W. EMERALD ST  
BOISE, IDAHO 83704  
(208) 846-0570

EXHIBIT DRAWING FOR  
NEW WARM SPRINGS CREEK  
DALLAS HARRIS ESTATES

LOCATED IN GOVERNMENT LOT 5 AND THE EAST 1/2 OF THE NW 1/4 OF SECTION 29, T.3N., R.3E., B.M., BOISE CITY, ADA COUNTY, IDAHO

JOB NO.  
18-115

SHEET NO.  
1 of 2

DWG. DATE  
07-07-18

## DATA TABLES

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	31.41	20.00	89°59'15"	N70°59'02"E	28.28
C2	74.68	65.00	65°49'35"	N40°34'46"E	70.64
C3	179.99	1503.00	6°51'41"	S42°04'51"W	179.88
C4	62.71	903.00	3°58'45"	S47°30'04"W	62.70
C5	96.11	353.00	15°35'56"	S57°17'25"W	95.81
C6	700.74	738.00	54°24'12"	N87°42'31"W	674.72
C7	71.75	451.50	9°06'17"	N55°57'16"W	71.67
C8	148.17	7387.53	1°08'57"	N51°58'36"W	148.17
C9	149.61	7459.03	1°08'57"	S51°58'36"E	149.60
C10	60.38	380.00	9°06'17"	S55°57'16"E	60.32
C11	632.85	666.50	54°24'12"	S87°42'31"E	609.35
C12	76.64	281.50	15°35'56"	N57°17'25"E	76.40
C13	476.82	315.00	86°43'43"	N6°07'36"E	432.58
C14	98.41	892.29	6°19'08"	S56°19'16"E	98.36

LINE TABLE		
LINE	BEARING	LENGTH
L1	S25°59'25"W	111.27
L2	S25°59'08"W	20.22
L3	N64°00'52"W	61.18
L4	N25°59'08"E	187.79
L5	N7°39'58"E	84.94
L6	S65°05'23"W	45.95
L7	N37°26'55"E	71.50
L8	N65°05'23"E	45.95
L9	N25°59'08"E	119.00
L10	S64°00'52"E	66.38
L11	S7°20'09"E	122.42



E:\SSD Projects\Harris Ranch-Townhome Plat\0-South 15 Lots 10-351\dwg\BoiseCitySet.dwg 5/25/2017 3:39:38 PM WDT

	<p style="margin: 0;"><b>IDAHO SURVEY GROUP, L.L.C.</b></p> <p style="font-size: x-small; margin: 0;">9885 W. EMERALD ST BOISE, IDAHO 83704 (208) 946-8970</p>
--	--

<p style="margin: 0;">EXHIBIT DRAWING FOR NEW WARM SPRINGS CREEK DALLAS HARRIS ESTATES</p>	<p style="margin: 0; font-size: small;">JOB NO. 18-115</p> <p style="margin: 0; font-size: small;">SHEET NO. <b>2 of 2</b></p>
<p style="font-size: x-small; margin: 0;">LOCATED IN GOVERNMENT LOT 5 AND THE EAST 1/2 OF THE NW 1/4 OF SECTION 29, T.3N., R.3E., E.M., BOISE CITY, ADA COUNTY, IDAHO</p>	
<p style="font-size: small; margin: 0;">DWG. DATE 07-07-18</p>	

**EXHIBIT B**

**O&M Manual for Creek Relocation Project**

**[see following pages]**

# **WARM SPRINGS CREEK RE-ALIGNED CHANNEL**

**(COMMENCING AT THE UPPER LIMITS COMMON TO THE IDAHO POWER  
PROPERTY AND EXTENDING SOUTH TO THE BOISE RIVER)**

## **OPERATION AND MAINTENANCE MANUAL**

**July 2018  
Amended January 2019**

**RIVERIDGE  
ENGINEERING  
COMPANY**



**RIVERIDGE ENGINEERING COMPANY  
3046 S. BOWN WAY, BOISE, IDAHO 83706  
PH: (208) 344-1180 FAX: (208) 344-1182**

## TABLE OF CONTENTS

<b>Summary of Operation &amp; Maintenance Responsibilities for the Warm Springs Creek</b>	<b>Pages 2 - 4</b>
<b>Reduced Copies of Engineering Construction Drawings</b>	<b>Appendix A</b>
Sheets 1.0, 2.0, 3.0, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.10	
<b>Reporting Forms</b>	<b>Appendix B</b>
Monthly Interval Inspection Form	
Corrective Action Form	



## **Summary of Operation & Maintenance Responsibilities for The Warm Springs Creek limits**

This manual outlines the responsibilities and duties to be performed by the Dallas Harris Estates Subdivision Master Homeowners Association for the operation of the perpetual maintenance of the Warm Springs Creek channel and structures that commence at the interface where the creek crosses that Idaho Power property line and enters Dallas Harris Estates Subdivision No. 17 boundary and extends south along the entire creek channel, crossing Parkcenter Boulevard, Warm Springs Avenue, the Boise City Greenbelt and extending on to the Boise River. (See Site Map in Appendix 1).

The entire creek, with the exception of the roadway and greenbelt crossings, is located within designated channel limits. The primary purpose of the newly aligned Warm Springs Creek is for the conveyance of spring run-off and annual stream flows. There are anticipated additional roadway structures to be added as the Dallas Harris Estates development improves along this southerly portion of the creek alignment and new roadway crossings are required. There are no additional site improvements anticipated, such as park benches or additional landscaping that would hinder the maintenance of the facilities.

The entire Warm Springs Creek channel length shall be inspected annually and the maintenance duties outlined below shall be performed as needed. The annual inspections shall occur prior to spring runoff, which typically commences in February of each year, but fluctuates based on winter precipitation and snowfall levels in the upper levels of the Warm Springs Creek over drainage basin, to ensure conveyance is not obstructed. The designated responsible person for the homeowners association shall be responsible for maintaining 3 years of records that reflect the date of inspection, a summary of areas inspected and a list of all required corrections and heavy maintenance performed. An example form for this record keeping is included in Appendix B.

### **Maintenance Responsibilities of the Dallas Harris Estates Subdivision Master Homeowners Association:**

- **Landscape Maintenance:** All temporary and permanent irrigation maintenance and all landscaping maintenance within and adjacent to the Warm Springs Creek channel shall be the responsibility of the Dallas Harris Estates Subdivision Master Homeowners Association. The irrigation facilities should be continuously monitored to maintain proper irrigation coverage and to identify any areas where landscaping is not receiving adequate water. The HOA shall be responsible for contracting with a professional landscape company for the maintenance of these facilities. The HOA is also responsible for maintaining the newly installed landscaping along the edges of the creek and for continued growth of the vegetation (willows) within the channel bottom area. Although these willows along the channel slopes and bottom are not intended to be thinned in any way, there may be the need from time to time to access portions of the creek for maintenance of erosion and for possible siltation removal from the channel bottom. If this maintenance requires the removal or trimming of some willows for maintenance, these removed willows should be replaced with cuttings from surrounding plants.

- **Trash Cleanup:** The Dallas Harris Estates Subdivision Master Homeowners Association shall make routine inspections of the entire creek channel for trash cleanup. During routine inspections by the association, any trash found within or in the vicinity of the channel shall be collected and disposed of off-site in an appropriate manner by the Dallas Harris Estates Subdivision Master Homeowners Association.
- **Channel Siltation Inspection and Removal:** The Dallas Harris Estates Subdivision Master Homeowners Association shall make annual inspections of the entire creek channel bottom limits for siltation buildup. The channel has been designed to filter out sediments that would otherwise flow through to the Boise River. These sediments should be inspected annually for abnormal buildup that could impact the conveyance of the design 100-year flood event flow. In the event that the excess sediment builds up in minor reaches of the creek channel and in the opinion of the Dallas Harris Estates engineer, or the Army Corps of Engineers, or the Boise City Engineer, these sediments should be removed, the Homeowners Association shall contract with a professional contractor for removal of the sediments. In the event that the willows cause the water to be channeled toward the banks and cause erosion, the willows will be removed/thinned in the center of the channel to increase flows. This sediment removal may also include removal from within box culvert structures at roadway crossings and the greenbelt crossing. HOA and contractor shall coordinate with ACHD, Boise City and the Army Corps of Engineers to assure all required permits are in place prior to any work in the channel. Contractor shall be responsible for any required Erosion Control documents and permits through ACHD, or the City of Boise.
- **Noxious Weed Control within Channel Limits:** The Dallas Harris Estates Subdivision Master Homeowners Association is responsible for perpetual control of noxious weeds in and around the Warm Springs Creek channel. The HOA shall visually inspect all channel slopes for noxious weed growth. This inspection should extend from 10' either side of the top of channel slope down to and including the channel bottom. The Homeowners Association shall contract with a professional weed control company for annual inspection and eradication of all encountered noxious weeds within these limits. Refer to the Ada County Noxious Weed Guide for weed lists and appropriate herbicides to be used within the channel limits. Herbicides shall be compatible with this area, due to flowing water and contact with the Boise River. Note that all slopes shall be protected and cannot be completely denuded of vegetation to eradicate noxious weeds. Annual inspection shall include photos of the entire channel length along with the described procedure for eradication. The annual process, along with performance photos, shall be combined in an annual binder report to be delivered to the Boise Regional office of the U.S. Army Corps of Engineers, 720 E. Park Boulevard, #245, Boise Idaho. The contact person at the time of this manual is Greg Martinez, (208) 433-4465. This annual reporting to the Army Corps shall continue for a minimum of 3 years, or as directed by the Army Corps if continued eradication is required to be documented.

**Heavy Maintenance Responsibilities of the Dallas Harris Estates Subdivision Master Homeowners Association:**

Heavy maintenance is defined by maintenance that requires the use of trained personnel and specialized equipment for replacement and repair of structures, application of herbicides,

major repair of embankments and siltation removal that requires men and equipment to enter the channel, or the use of excavation equipment and dump trucks.

1. The Dallas Harris Estates Subdivision Master Homeowners Association shall be responsible for all heavy maintenance contracting and costs associated with the Warm Springs Creek Channel.
2. See the attached engineering drawings for more information on the Creek.

- **Supplemental Resource Guides:**

In addition to the requirements listed herein, the following supplemental documents are provided by the City of Boise to assist with the proper Best Management Practices for inspection, system clean-up, and system maintenance,

1. **Storm Water Operation and Maintenance – A Resource Guide**
2. **Storm Water – 2004 Boise City Non-Storm Water Disposal Best Management Practices**

These manuals include valuable information as to proper methodology for inspection, identification of problems, such as illicit spills and contamination, and notification of agencies when spills require the assistance of agencies for proper clean-up. Refer to the Boise City – Public Works website for the most current copies of these documents.

- **In case of emergency, listed below are a few phone numbers for agency contacts:**

U.S. Army Corps of Engineers.....(208)344-4465  
Boise Fire Department.....911  
Storm Water Pollution Hotline.....(208) 395-8996  
Boise City Public Works Department.....(208) 608-7150  
Ada County Highway District.....(208) 387-6280  
Idaho Department of Environmental Quality.....(208) 373-0204  
Idaho Department of Water Resources.....(208) 344-2190

**APPENDIX A**

**REDUCED PLANS**



# Warm Springs Creek

Operation and Maintenance Map

## Legend

Harris Ranch

Google Earth

© 2014 Google

2000 ft

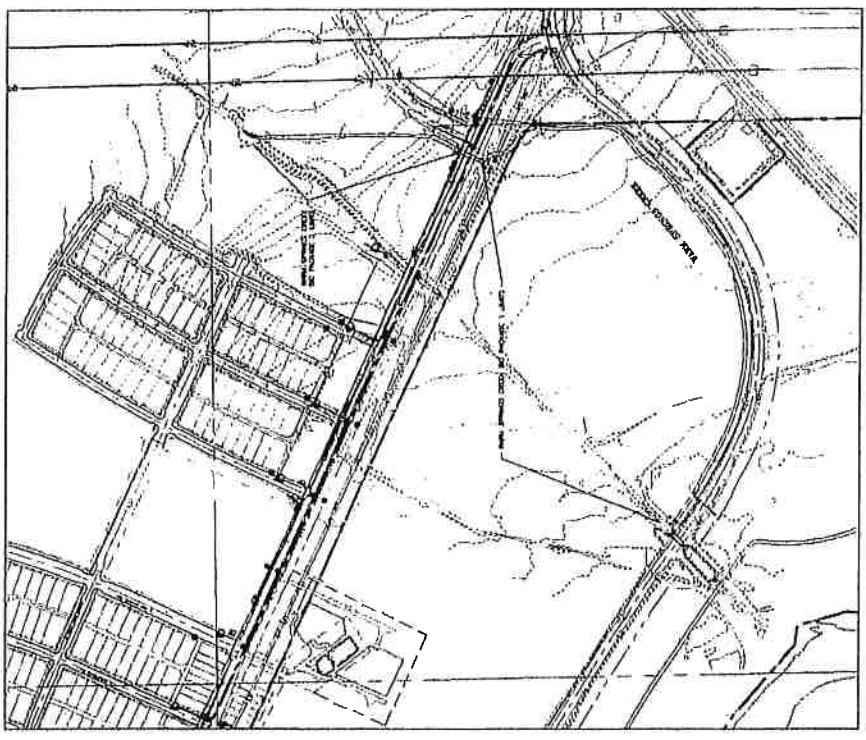
# CONSTRUCTION PLANS FOR THE HARRIS RANCH CID NO. 1 RELOCATION OF WARM SPRINGS CREEK ADA COUNTY, IDAHO JANUARY, 2017

**LEGEND**

	PROJECT AREA
	OTHER PUBLIC STREETS & CULVERTS
	PROPOSED GRADING & ELEVATION
	PROPOSED DITCH CENTERLINE
	EXISTING RIGHT-OF-WAY
	BOUNDARY OF PARCEL, CORE & ACCESS
	SERVICE CORE UTILITY
	OTHER PROPERTY
	EXISTING RIGHT-OF-WAY
	UTILITY (WATER, SEWER, GAS, STORM SEWER, ELECTRIC, TELEPHONE, CABLE, FIBER OPTIC)
	PROPOSED RIGHT-OF-WAY
	PROPOSED GRADING
	PROPOSED ELEVATION

Approved  
13 drawings  
6 documents  
SIA NOTES

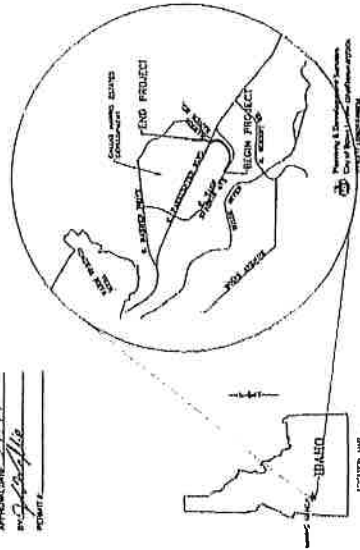
1. THERE WILL BE NO CONSTRUCTION FOR EITHER BID PACKAGE 1 OR 2 WITHIN THE ACHD PUBLIC RIGHTS-OF-WAY
2. THERE WILL BE NO SUPPLY, OR INSTALLATION OF THE INTER-CONNECTING BOX CULVERT AND WING WALLS THAT ARE SHOWN WITHIN THESE DOCUMENTS. N.I.C. MEANS - NOT IN CONTRACT.
3. NO CONNECTION WILL BE MADE TO EITHER END OF EXISTING WARM SPRINGS CREEK UNDER THIS CONTRACT.
4. BID PACKAGE 1 EXTENDS FROM THE LOWER SOUTHWEST END OF EXISTING WARM SPRINGS CREEK AND EXTENDS TO THE SOUTH RIGHT-OF-WAY OF PARKCENTER BOULEVARD.
5. BID PACKAGE 2 EXTENDS FROM THE UPPER NORTHEAST END OF EXISTING WARM SPRINGS CREEK AND EXTENDS TO THE NORTH RIGHT-OF-WAY OF PARKCENTER BOULEVARD.



PLAN APPROVED  
GRADING ONLY  
BOISE CITY PUBLIC WORKS  
APPROVAL DATE: 02/28/2017  
BY: JESSON TAYLOR  
PERMIT #: GRD17-00035



PLAN APPROVED  
HARRIS GRADING ONLY  
BOISE CITY PUBLIC WORKS  
APPROVAL DATE: 3-14-17  
BY: JESSON TAYLOR  
PERMIT #: GRD17-00035



**DRAWING INDEX**

NO.	DESCRIPTION
1.0	COVER SHEET
2.0	PROPOSED GRADING & ELEVATION
3.0	PROPOSED DITCH CENTERLINE
4.0	PROPOSED RIGHT-OF-WAY
5.0	PROPOSED GRADING
6.0	PROPOSED ELEVATION
7.0	PROPOSED RIGHT-OF-WAY
8.0	PROPOSED GRADING
9.0	PROPOSED ELEVATION
10.0	PROPOSED RIGHT-OF-WAY
11.0	PROPOSED GRADING
12.0	PROPOSED ELEVATION
13.0	PROPOSED RIGHT-OF-WAY
14.0	PROPOSED GRADING
15.0	PROPOSED ELEVATION
16.0	PROPOSED RIGHT-OF-WAY

- OFFICE**
- BARBER VALLEY DEVELOPMENT  
1710 LINDER BLVD.  
4910 E. HILL STATION DR.  
BOISE, ID 83718  
CONTACT: DOUG FOWLER  
PHONE: 208-344-1322  
FAX: 208-344-1322
- SURVEYOR**
- ISLAND SURVEY GROUP  
1403 E. SOUTH ST.  
MERIDIAN, ID 83442
- DESIGNER**
- CONTRACTOR SHALL CALL  
ENGINEER SERVICES PRIOR TO  
COMMENCING CONSTRUCTION -  
(208) 743-1322

RiverRidge  
Engineering  
Company  
2447 S. Vista Ave., Boise, Idaho 83709  
PH: (208) 344-1100, FAX: (208) 344-1102



DATE	1/17/17
BY	JESSON TAYLOR
CHECKED	
DESIGNED	
IN CHARGE	
PROJECT	

HARRIS RANCH CID NO. 1  
RELOCATION OF WARM SPRINGS CREEK  
COVER SHEET

DATE: 1/17/17  
SCALE: AS SHOWN  
SHEET: 1.0 OF 13



# HARRIS RANCH CID NO. 1 RELOCATION OF WARM SPRINGS CREEK NOTES SHEET 1 OF 1

2449 B. Vista Ave., Boise, Idaho 83705  
PH: (208) 344-1100 FAX: (208) 344-1102  
**Engleering  
Company**  
Riveridge

### FRENCH BACKFILL NOTES

1. ALL FRENCH BACKFILL SHALL BE PLACED IN ONE LIFT TO THE DESIGN ELEVATION. MATERIAL SHALL BE UNIFORM IN SIZE AND DISTRIBUTION AND SHALL BE PLACED IN ONE LIFT TO THE DESIGN ELEVATION.
2. THE FRENCH BACKFILL SHALL BE PLACED IN ONE LIFT TO THE DESIGN ELEVATION. MATERIAL SHALL BE UNIFORM IN SIZE AND DISTRIBUTION AND SHALL BE PLACED IN ONE LIFT TO THE DESIGN ELEVATION.
3. THE FRENCH BACKFILL SHALL BE PLACED IN ONE LIFT TO THE DESIGN ELEVATION. MATERIAL SHALL BE UNIFORM IN SIZE AND DISTRIBUTION AND SHALL BE PLACED IN ONE LIFT TO THE DESIGN ELEVATION.
4. THE FRENCH BACKFILL SHALL BE PLACED IN ONE LIFT TO THE DESIGN ELEVATION. MATERIAL SHALL BE UNIFORM IN SIZE AND DISTRIBUTION AND SHALL BE PLACED IN ONE LIFT TO THE DESIGN ELEVATION.

### RECORD DRAWINGS

### SWPPP

The contractor shall be responsible for the SWPPP. The SWPPP shall be submitted to the local health department for approval. The contractor shall be responsible for the SWPPP. The SWPPP shall be submitted to the local health department for approval.

### GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BOISE ZONING ORDINANCES AND THE CITY OF BOISE SUBDIVISION MAP ACT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BOISE AND THE IDAHO DEPARTMENT OF REVENUE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BOISE AND THE IDAHO DEPARTMENT OF REVENUE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BOISE AND THE IDAHO DEPARTMENT OF REVENUE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BOISE AND THE IDAHO DEPARTMENT OF REVENUE.

### GRADING NOTES

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### CONSTRUCTION NOTES

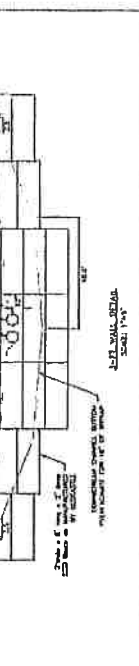
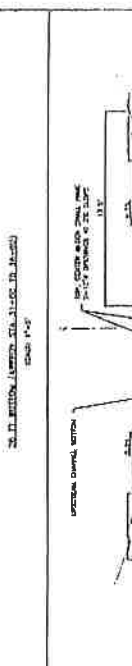
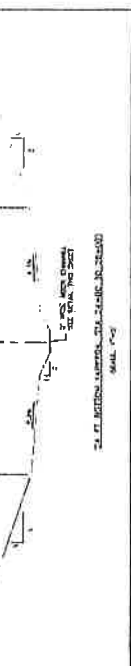
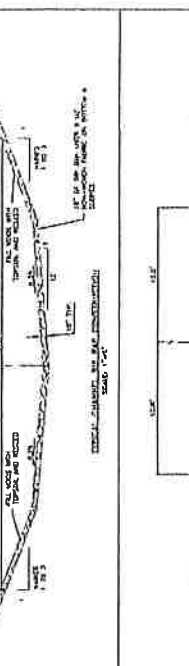
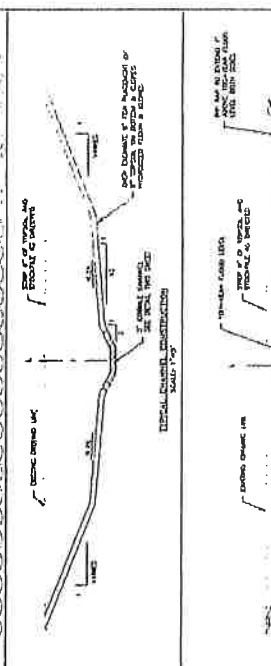
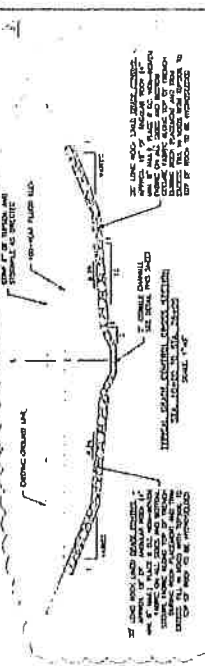
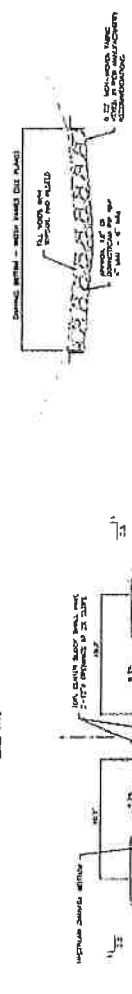
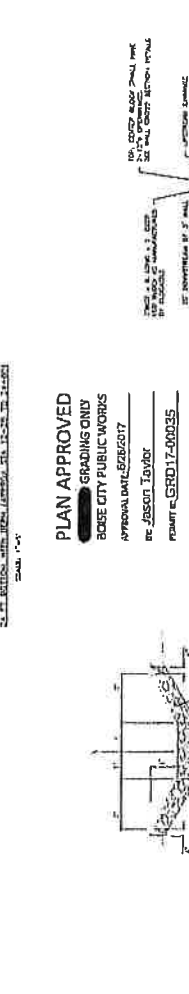
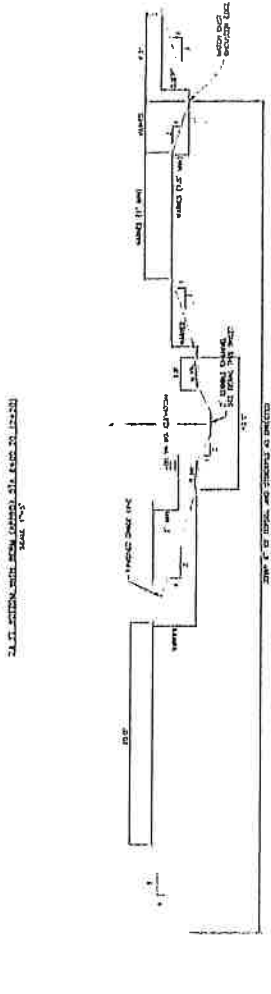
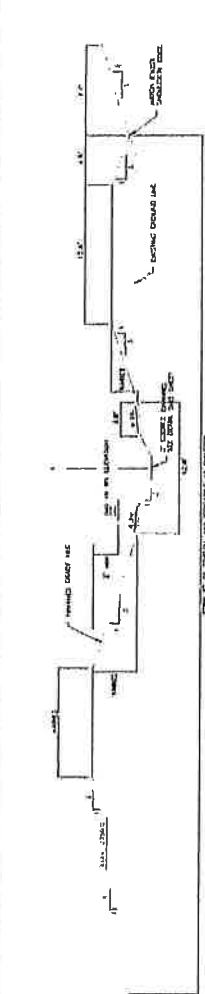
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**HARRIS RANCH CID NO. 1**  
**RELOCATION OF WARM SPRINGS CREEK**  
**CREEK DETAILS**

Riveridge  
 Engineering  
 Company  
 2447 S. WILSON AVE., BOISE, IDAHO 83705  
 PH. (208) 344-1100, FAX (208) 344-1182



NO.	DATE	DESCRIPTION
1	11/11/15	ISSUE FOR PERMITS
2	11/11/15	ISSUE FOR PERMITS
3	11/11/15	ISSUE FOR PERMITS
4	11/11/15	ISSUE FOR PERMITS
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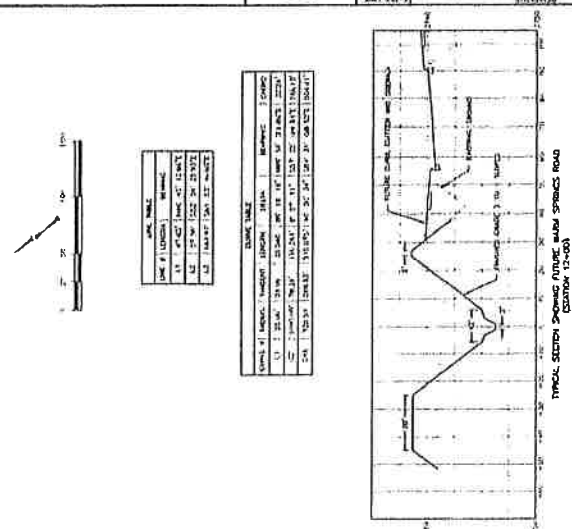
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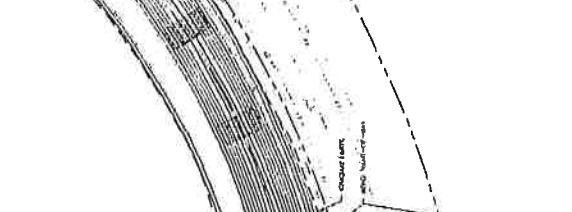


DATE	DESCRIPTION
12/17/17	ISSUE FOR PERMIT
12/17/17	ISSUE FOR PERMIT
12/17/17	ISSUE FOR PERMIT

**HARRIS RANCH CID NO. 1**  
**RELOCATION OF WARM SPRINGS CREEK**  
**E. WARM SPRINGS AVE. PLAN AND PROFILE**  
**START TO STA. 15+00**

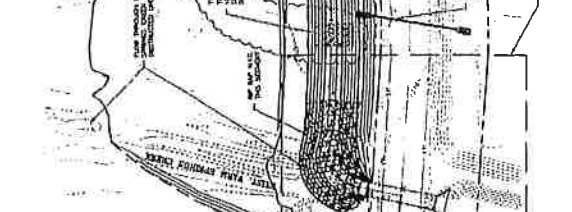


STATION	DATE	DESCRIPTION
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12+00	12/17/17	ISSUE FOR PERMIT
12+00	12/17/17	ISSUE FOR PERMIT



**PLAN APPROVED**  
**GRADING ONLY**  
**BOISE CITY PUBLIC WORKS**  
 APPROVAL DATE: 6/28/2017  
 BY: Jason Taylor  
 PERMIT #: GRD17-00035

USE WITH APPROVE CITY, CHANNEL SHALL BE TERMINATED AT END OF EXISTING WARM SPRINGS CREEK RUN AS SHOWN IN SOCIAL 1. ADJUST TO EXISTING CHANNEL TO MAINTAIN PROPER FLOW CONNECTION TO MAIN CHANNEL. ALSO MAINTAIN PROPER FLOW CONNECTION TO MAIN CHANNEL (H.C.)  
 SOCIAL 1:1" HIGH BANK AT CHANNEL BOTTOM TO ALLOW PASSAGE OF WATER OVER BANK. SOCIAL 1:1" HIGH BANK AT CHANNEL TOP TO ALLOW PASSAGE OF WATER OVER BANK. SOCIAL 1:1" HIGH BANK AT CHANNEL TOP TO ALLOW PASSAGE OF WATER OVER BANK. SOCIAL 1:1" HIGH BANK AT CHANNEL TOP TO ALLOW PASSAGE OF WATER OVER BANK.



HORIZONTAL SCALE: HORIZONTAL  
 VERTICAL SCALE: VERTICAL

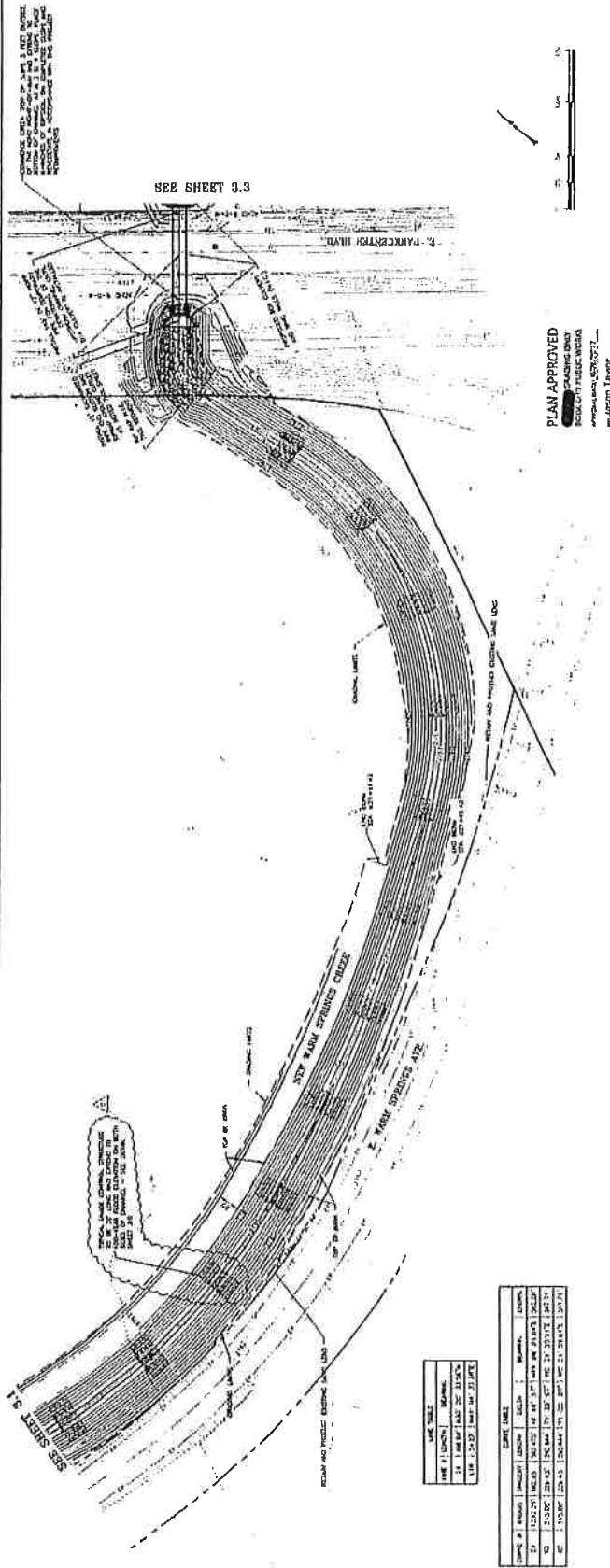
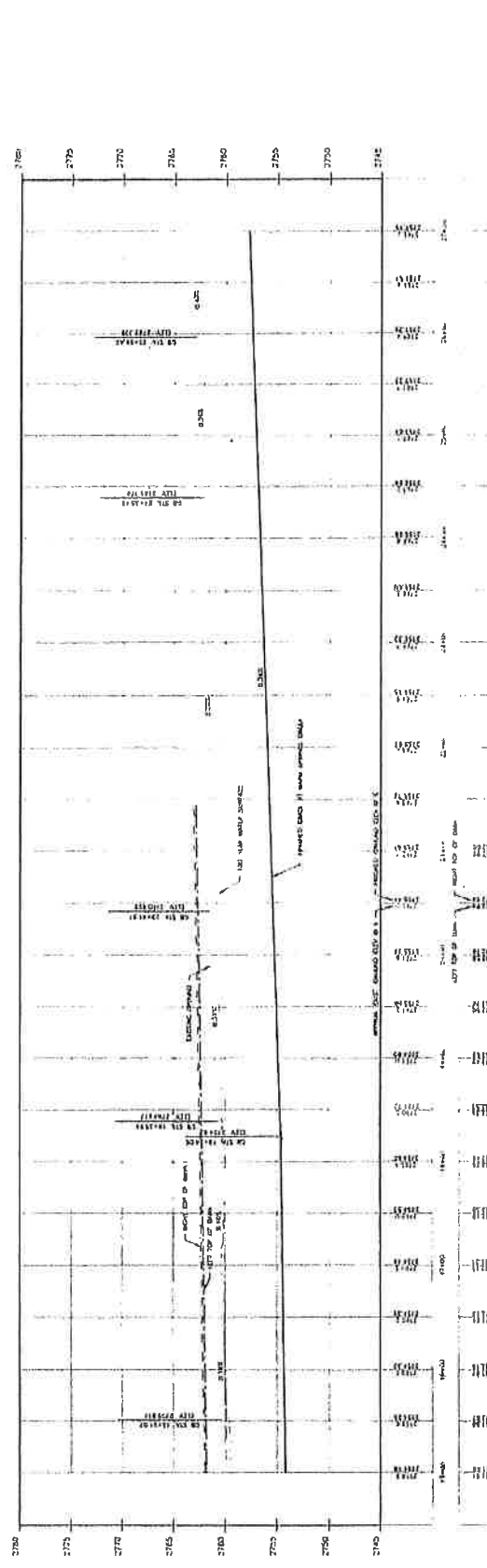
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**HARRIS RANCH CID NO. 1**  
**E. WARM SPRINGS AVE. PLAN AND PROFILE**  
 STA. 15+00 TO STA. 24+00

NO.	DATE	DESCRIPTION
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2	1/12/11	ISSUED FOR PERMITS
3	1/12/11	ISSUED FOR PERMITS
4	1/12/11	ISSUED FOR PERMITS
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8	1/12/11	ISSUED FOR PERMITS
9	1/12/11	ISSUED FOR PERMITS
10	1/12/11	ISSUED FOR PERMITS

Riveridge Engineering Company  
 2447 S. Vada Ave. Boise, Idaho 83705  
 Ph. (208) 344-1180, Fax (208) 344-1182

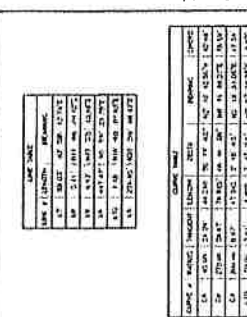
Planning & Development Services  
 City of Boise - www.boise.gov  
 00111-10011



PLAN APPROVED  
 DRAWING ONLY  
 NOT VALID FOR PERMITS  
 APPROVED BY: [Signature]  
 PROJECT: [Project Name]  
 DATE: [Date]

DATE	DESCRIPTION	BY	CHKD
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1/12/11	ISSUED FOR PERMITS	[Initials]	[Initials]
1/12/11	ISSUED FOR PERMITS	[Initials]	[Initials]

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NO.	DATE	DESCRIPTION
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2	12/11/17	ISSUE FOR PERMITS
3	12/11/17	ISSUE FOR PERMITS

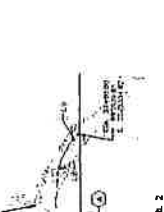
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2	24+05	1" x 1" x 1" x 1"
3	24+10	1" x 1" x 1" x 1"
4	24+15	1" x 1" x 1" x 1"
5	24+20	1" x 1" x 1" x 1"
6	24+25	1" x 1" x 1" x 1"
7	24+30	1" x 1" x 1" x 1"
8	24+35	1" x 1" x 1" x 1"
9	24+40	1" x 1" x 1" x 1"
10	24+45	1" x 1" x 1" x 1"
11	24+50	1" x 1" x 1" x 1"
12	24+55	1" x 1" x 1" x 1"
13	24+60	1" x 1" x 1" x 1"
14	24+65	1" x 1" x 1" x 1"
15	24+70	1" x 1" x 1" x 1"
16	24+75	1" x 1" x 1" x 1"
17	24+80	1" x 1" x 1" x 1"
18	24+85	1" x 1" x 1" x 1"
19	24+90	1" x 1" x 1" x 1"
20	24+95	1" x 1" x 1" x 1"
21	25+00	1" x 1" x 1" x 1"

LINE	STATION	MARKING
1	24+00	1" x 1" x 1" x 1"
2	24+05	1" x 1" x 1" x 1"
3	24+10	1" x 1" x 1" x 1"
4	24+15	1" x 1" x 1" x 1"
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10	24+45	1" x 1" x 1" x 1"
11	24+50	1" x 1" x 1" x 1"
12	24+55	1" x 1" x 1" x 1"
13	24+60	1" x 1" x 1" x 1"
14	24+65	1" x 1" x 1" x 1"
15	24+70	1" x 1" x 1" x 1"
16	24+75	1" x 1" x 1" x 1"
17	24+80	1" x 1" x 1" x 1"
18	24+85	1" x 1" x 1" x 1"
19	24+90	1" x 1" x 1" x 1"
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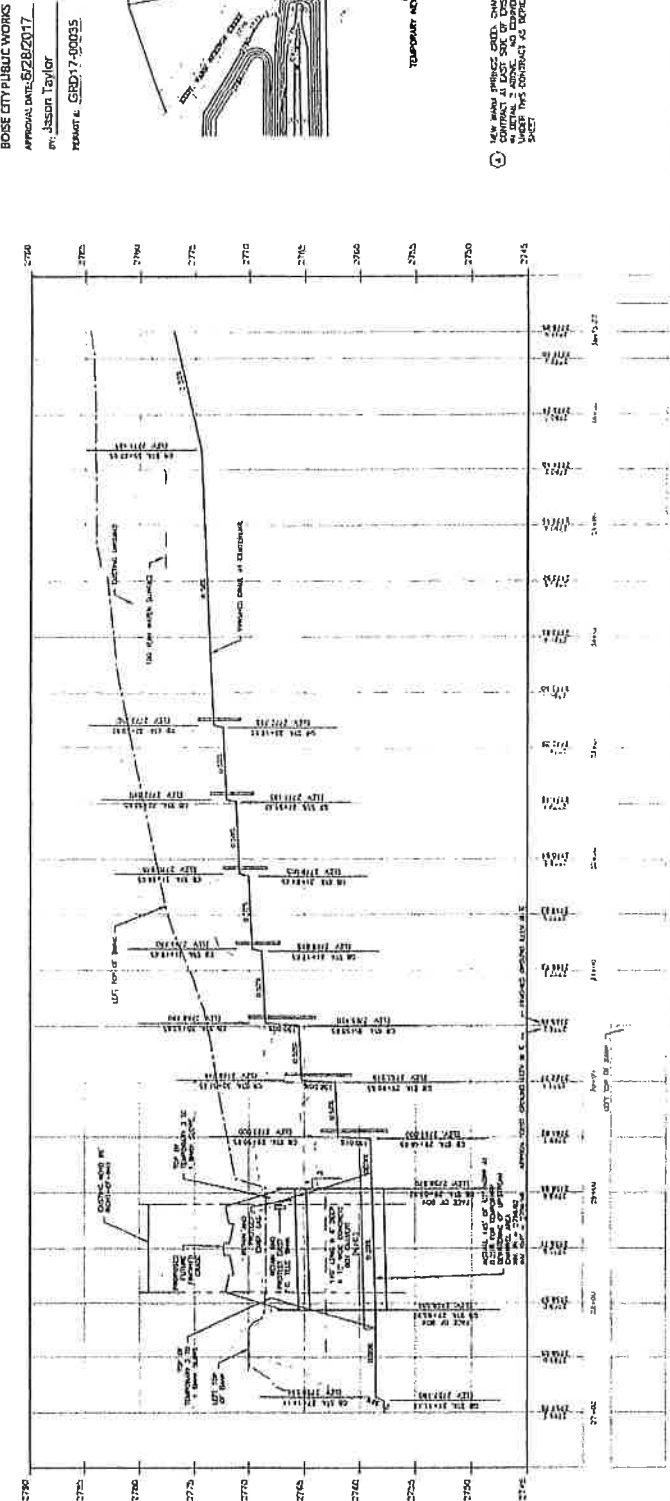
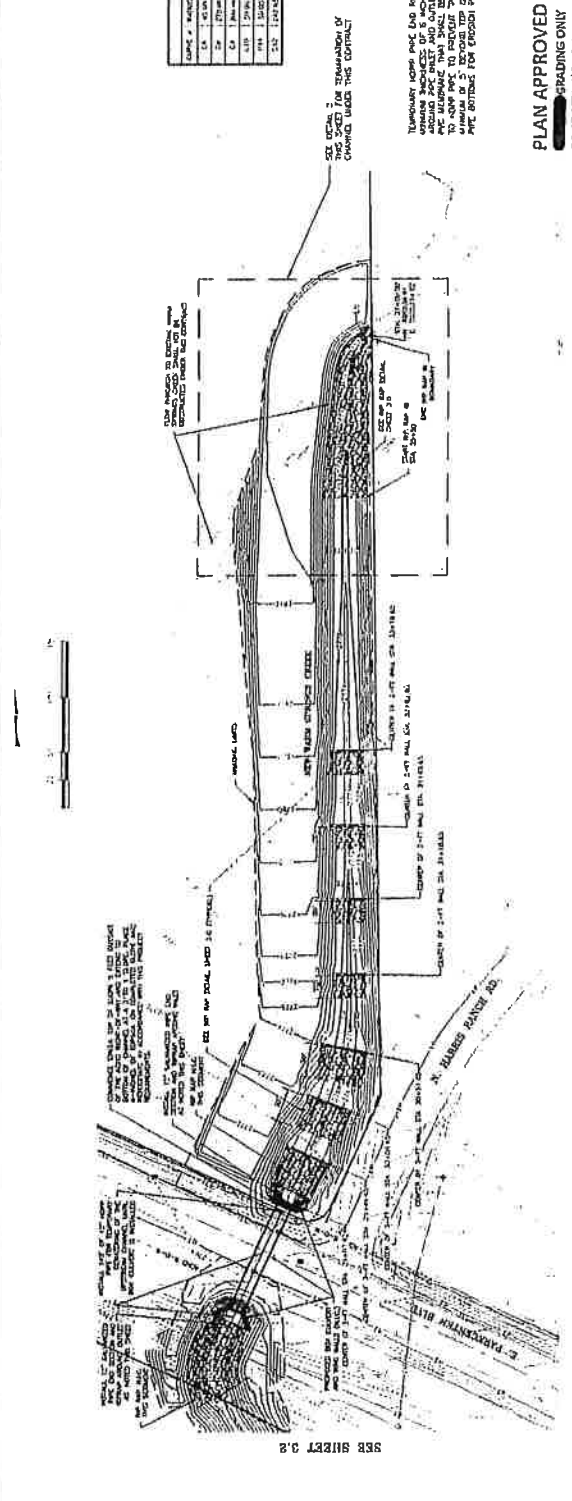
SEE DETAIL 2 FOR TEMPERATURE OF CONCRETE UNDER THE CURB.

TEMPORARY CURB AND RAMP SHALL BE INSTALLED AT ALL POINTS WHERE THE CURB IS TO BE REMOVED OR WHERE THE CURB IS TO BE RELOCATED. THE CURB SHALL BE INSTALLED TO PROTECT THE PAVEMENT FROM DAMAGE DURING CONSTRUCTION. THE CURB SHALL BE INSTALLED TO PROTECT THE PAVEMENT FROM DAMAGE DURING CONSTRUCTION. THE CURB SHALL BE INSTALLED TO PROTECT THE PAVEMENT FROM DAMAGE DURING CONSTRUCTION.

PLAN APPROVED  
 GRADING ONLY  
 BOISE CITY PUBLIC WORKS  
 APPROVAL DATE: 6/22/2017  
 BY: Jason Taylor  
 PERMIT #: GRD17-90035



NEW WARM SPRINGS CREEK CHANNEL SHALL BE TOWNSHIP UNDER THE CONTRACT. A 100' SECTION OF EXISTING WARM SPRINGS CREEK SHALL BE DELETED UNDER THE CONTRACT AS DEPICTED IN THE MAIN PLAN WORK SHEET OF THIS SHEET.

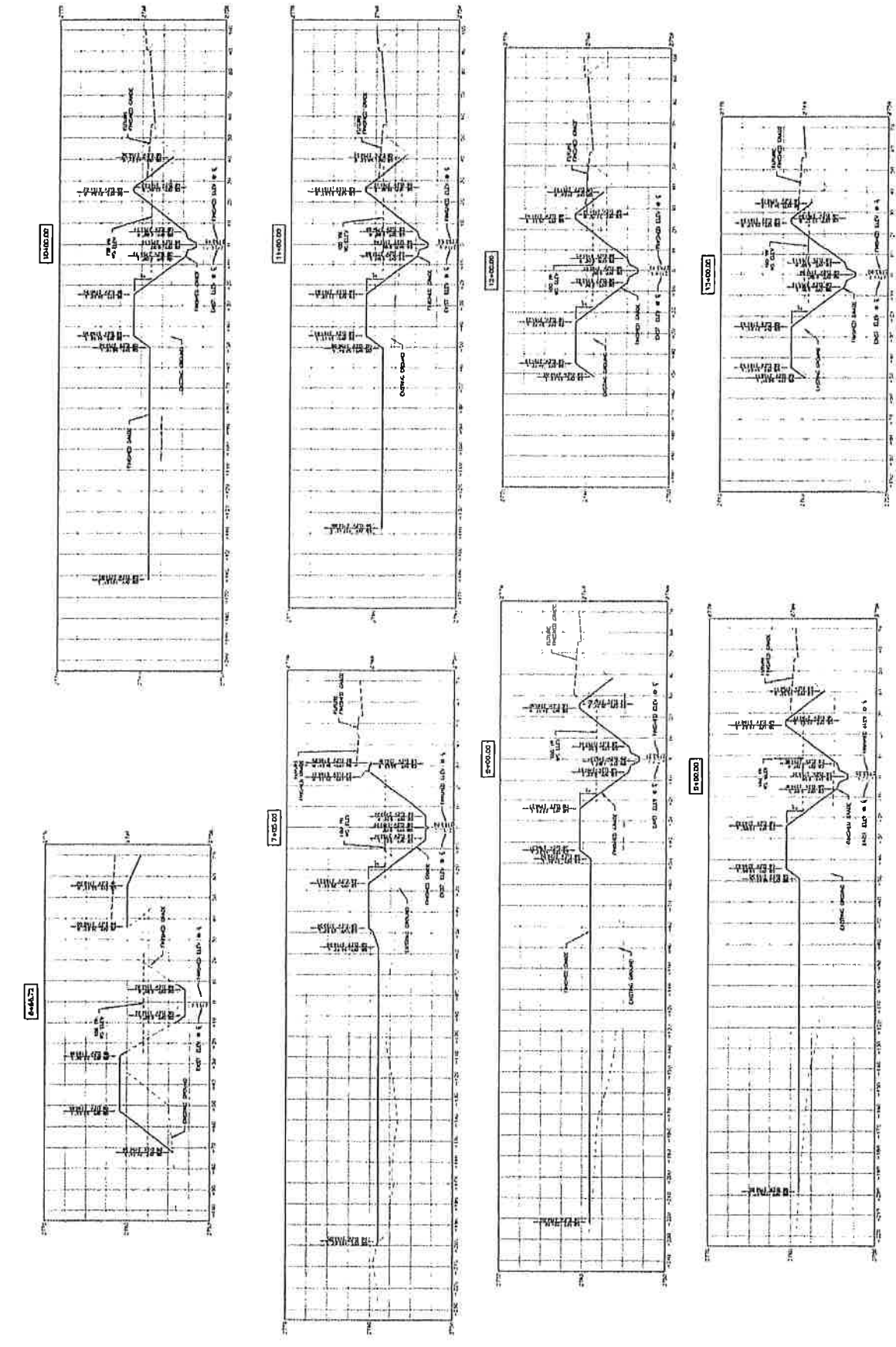




**HARRIS RANCH CID NO. 1**  
**RELOCATION OF WARM SPRINGS CREEK**  
 CROSS SECTIONS  
 STA: 8+68.72 TO 13+00.00

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3	11/11/11	JLD	ISSUE FOR PERMITS
4	11/11/11	JLD	ISSUE FOR PERMITS
5	11/11/11	JLD	ISSUE FOR PERMITS

**Riveridge Engineering Company**  
 2447 S. Vista Ave., Boise, Idaho 83705  
 PH: (208) 344-1180, Fax (208) 344-1182


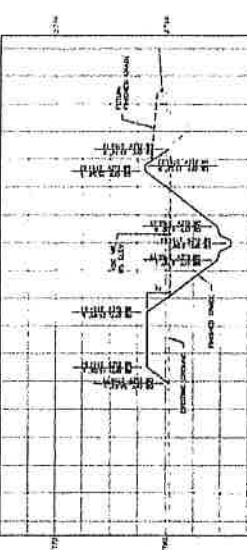
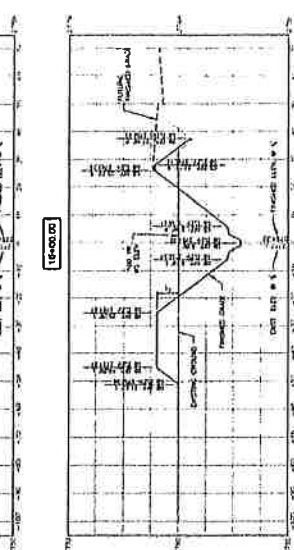
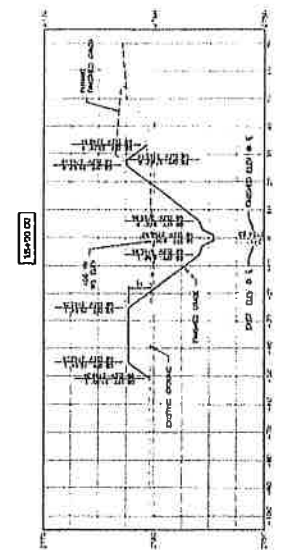
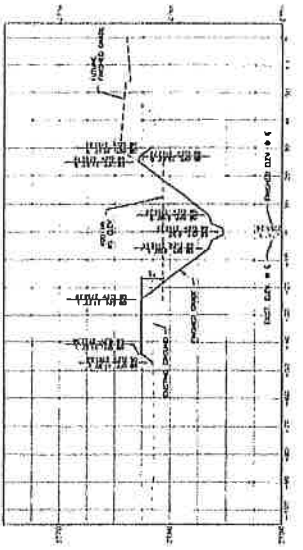
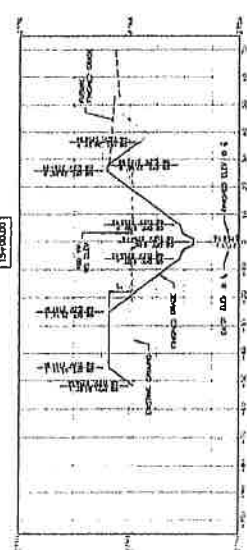
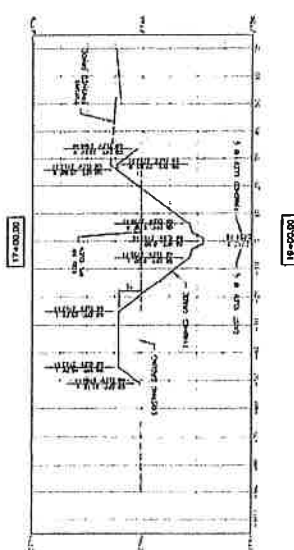
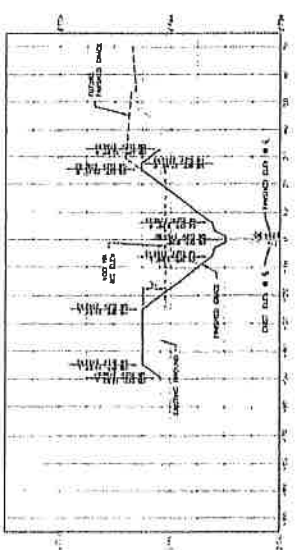
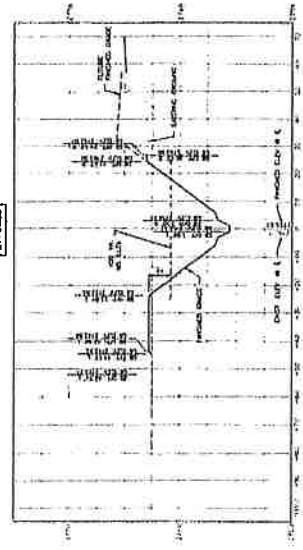


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**HARRIS RANCH CID NO. 1**  
**RELOCATION OF WARM SPRINGS CREEK**  
**CROSS SECTIONS**  
**STA: 14+00.00 TO 21+00.00**

REV	DATE	DESCRIPTION
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2	02/27/12	ISSUED FOR PERMITS
3	03/27/12	ISSUED FOR PERMITS
4	03/27/12	ISSUED FOR PERMITS
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6	03/27/12	ISSUED FOR PERMITS
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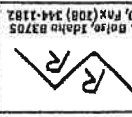
**Riveridge Engineering Company**  
 2447 S. Vista Ave., Boise, Idaho 83705  
 Ph: (208) 344-1380, Fax: (208) 344-1382

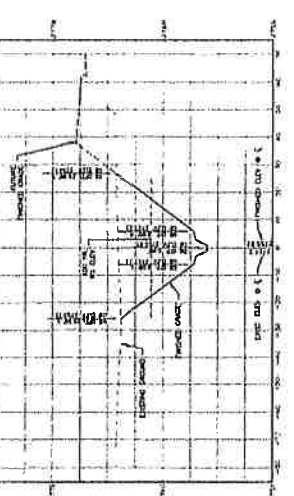
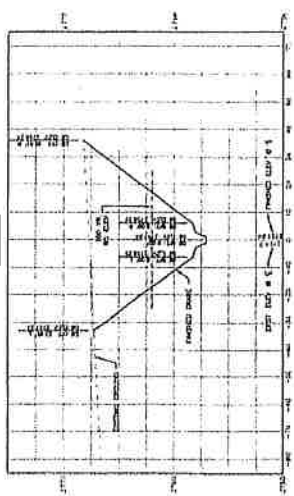
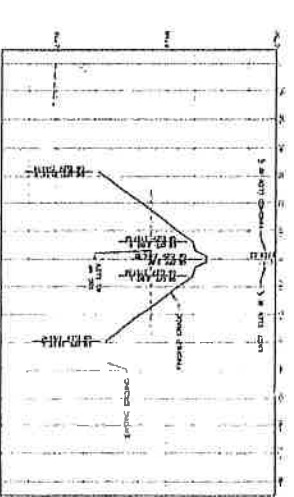
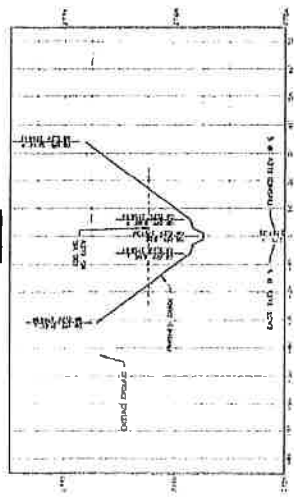
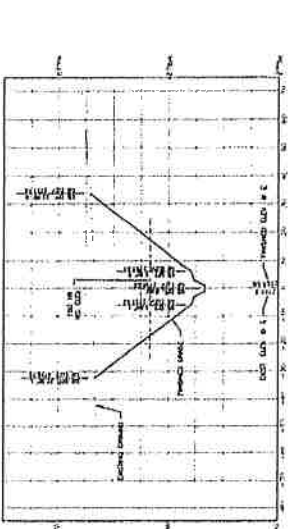
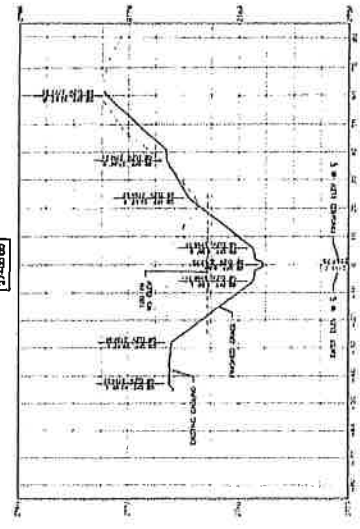
**HARRIS RANCH CID NO. 1**  
**RELOCATION OF WARM SPRINGS CREEK**  
 CROSS SECTIONS  
 STA: 22+00.00 TO 29+21.15

NO.	DATE	DESCRIPTION
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2	11/11/15	FOR CIVIL ENGINEERING REVIEW
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5	11/11/15	FOR CIVIL ENGINEERING REVIEW
6	11/11/15	FOR CIVIL ENGINEERING REVIEW
7	11/11/15	FOR CIVIL ENGINEERING REVIEW
8	11/11/15	FOR CIVIL ENGINEERING REVIEW
9	11/11/15	FOR CIVIL ENGINEERING REVIEW
10	11/11/15	FOR CIVIL ENGINEERING REVIEW

**Riveridge Engineering Company**  
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Planning & Development Services  
 City of Boise  
 1000 Broadway



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**APPENDIX B**

**INSPECTION FORMS**





### WARM SPRINGS CREEK PRIVATE O&M INSPECTION FORM

Note: All Control Measures to be Inspected at least every month and following a storm event of 0.25 inches of rain or greater.

\_\_\_\_\_ Date

\_\_\_\_\_ Inspector's Name

**0.25" of Rainfall or more?**

**Yes**

**No**

Item	Inspection	Inspection Frequency		Observations	Required Action	Date Completed
		Rainy Weather	Clear Weather			
1	Trash collection in and around Creek Channel					
2	Inspect channel and box culverts for buildup of sediments					
3	Inspect channel slopes for noxious weed presence					
4	Inspect Pond slopes for lack of vegetation and slope erosion					

**APPENDIX D**

**ASSOCIATED DOCUMENTS**

HARRIS RANCH MASTER OWNERS ASSOCIATION, INC.  
6149 N. MEEKER PLACE, STE. 150  
BOISE, IDAHO 83713

April 16, 2018

Tracy Peak  
Project Manager, Regulatory Division  
Department of the Army  
U.S. Army Corps of Engineers  
Boise Regulatory Office  
720 E. Park Boulevard, Suite 246  
Boise, Idaho 83712-7757

Subject: NWW-2008-00141, Warm Springs Creek Relocation Project

Dear Mr. Peak:

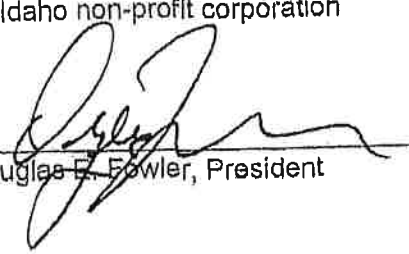
We are in receipt of your April 2, 2018 correspondence regarding the above-described project. In particular, we have reviewed Item "b." of your letter, which requests confirmation that the applicable homeowners association will be responsible for future maintenance of the channel and adjacent vegetated buffer(s), whether the association is aware of this responsibility, and whether this maintenance responsibility includes removal of invasive species throughout, as well as sediment buildup at the southern connection point.

In response to the foregoing, the Harris Ranch Master Owners Association, Inc. (the "Association") represents, as follows:

- The Association will undertake the continued operation and maintenance of landscaping both within and adjacent to the relocated Warm Springs Creek within the project boundaries. The foregoing will include removal of noxious weeds, as defined by any local government having jurisdiction;
- The Association will undertake monitoring for erosion and will conduct periodic inspections of the Warm Springs Creek channel for build up of sediment. Removal of such sediment will be programmed by the Association; and
- The Association is aware of the foregoing commitments and has agreed to them.

I trust that this answers the questions identified in your April 2, 2018 correspondence. Please contact the undersigned if additional questions arise or subsequent follow-up is required.

HARRIS RANCH MASTER  
OWNERS ASSOCIATION, INC.,  
an Idaho non-profit corporation

  
Douglas E. Fowler, President

HARRIS RANCH MASTER OWNERS ASSOCIATION, INC.

**UNANIMOUS CONSENT OF DIRECTORS IN LIEU OF SPECIAL MEETING**

The undersigned, being all the directors of Harris Ranch Master Owners Association, Inc., an Idaho non-profit corporation (the "Corporation"), do hereby consent to adopt and approve in writing the following corporation action without a meeting in accordance with the provisions of the general corporation laws of the State of Idaho.

WHEREAS, Barber Valley Development, Inc., in connection with the Harris Ranch Community Infrastructure District No. 1, has made applications with the U.S. Army Corps of Engineers and is undertaking the relocation of Warm Springs Creek as it is located within Harris Ranch on real property that is anticipated to be common area and property of the Corporation;

WHEREAS, certain maintenance obligations are required in connection with such permits and development activities; and

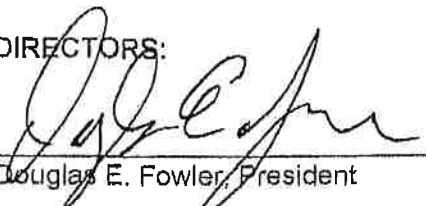
WHEREAS, the relocation of Warm Springs Creek constitutes a benefit to the residents of Harris Ranch and it is appropriate for the Corporation to assume long-term maintenance of Warm Springs Creek, including landscape and sediment control.

IT IS HEREBY RESOLVED, as follows:


1. The Corporation shall undertake the long-term maintenance of Warm Springs Creek, in accordance with operations and maintenance manuals that will be on file with the Corporation and the City of Boise City;
2. The Corporation shall manifest its assent to such maintenance in correspondence to the U.S. Army Corps of Engineers, in the form attached hereto as Exhibit A; and
3. The President of the Corporation, Douglas E. Fowler, is authorized to undertake any additional actions reasonably required to accommodate the foregoing.

DATED effective as of the 16<sup>th</sup> day of April 2018.

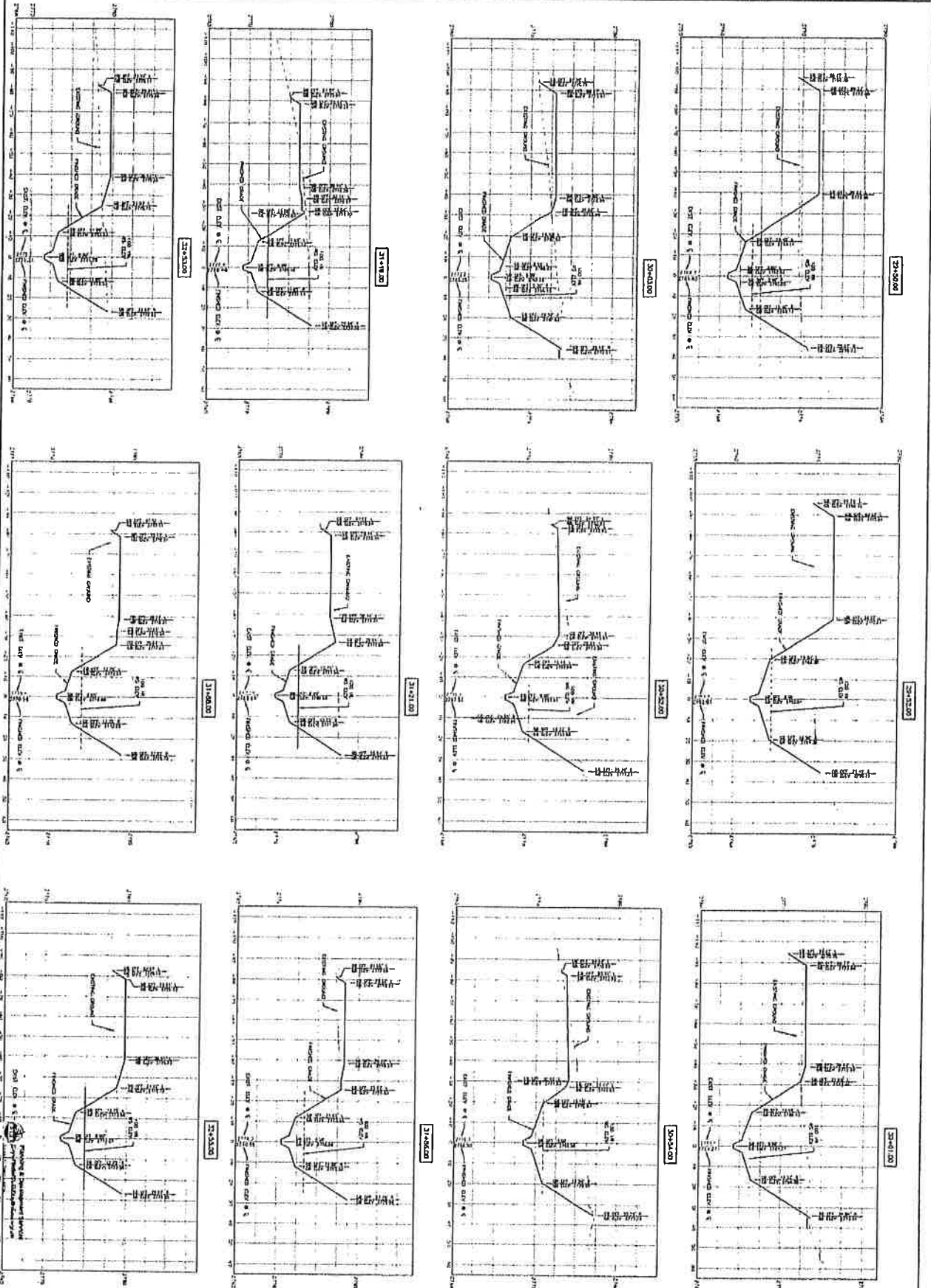
DIRECTORS:

  
\_\_\_\_\_  
Douglas E. Fowler, President

  
\_\_\_\_\_  
Mildred Davis, Vice President

  
\_\_\_\_\_  
Felicia Burkhalter, Secretary/Treasurer

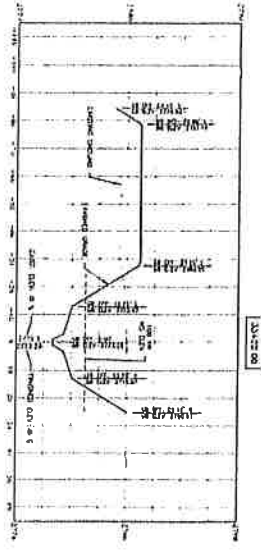
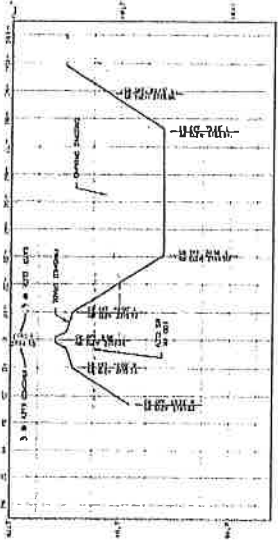
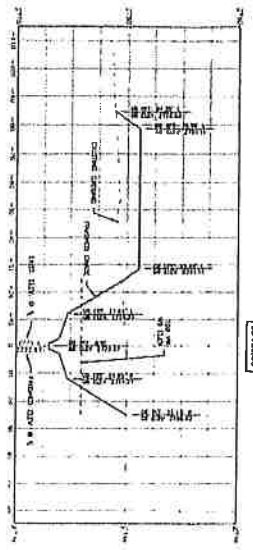
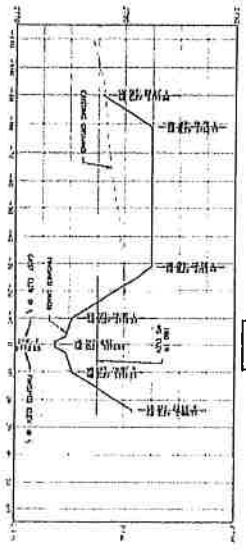
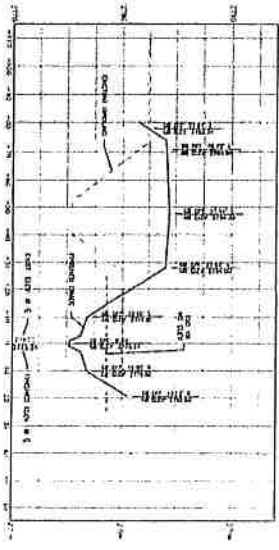
BEING ALL OF THE DIRECTORS  
OF THE CORPORATION



<p>SHEET 27 OF 31</p>	<p><b>HARRIS RANCH CID NO. 1</b>  <b>RELOCATION OF WARM SPRINGS CREEK</b></p> <p>CROSS SECTIONS          STA: 29+50.00 TO 32+55.00</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>REVISIONS</th> <th>DATE</th> <th>BY</th> <th>CHKD.</th> </tr> <tr> <td>1</td> <td>FOR CITY OF BOISE COMMENTS DATE 3/21/13</td> <td>3/21/13</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>AS PER STATE COMMENTS DATE 3/21/13</td> <td>3/21/13</td> <td></td> <td></td> </tr> </table>	NO.	REVISIONS	DATE	BY	CHKD.	1	FOR CITY OF BOISE COMMENTS DATE 3/21/13	3/21/13			2	AS PER STATE COMMENTS DATE 3/21/13	3/21/13			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DATE</td> <td>3/21/13</td> </tr> <tr> <td>BY</td> <td>WJ/DPD</td> </tr> <tr> <td>CHKD.</td> <td></td> </tr> <tr> <td>APP'D.</td> <td></td> </tr> <tr> <td>SCALE</td> <td>AS SHOWN</td> </tr> </table>	DATE	3/21/13	BY	WJ/DPD	CHKD.		APP'D.		SCALE	AS SHOWN
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**Ridge Engineering Company**

2447 S. Vista Ave. Boise, Idaho 83705  
 Ph. (208) 344-1180, Fax (208) 344-1182



RiverRidge Engineering  
 2447 S. Vista Ave. Boise, Idaho 83705  
 Ph: (208) 344-1180, Fax: (208) 344-1182

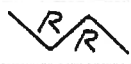
SHEET 24 OF 27

**HARRIS RANCH CID NO. 1**  
**RELOCATION OF WARM SPRINGS CREEK**  
 CROSS SECTIONS  
 STA: 33+20.00 TO 37+00.00

NO.	DESCRIPTION	DATE	BY	CHKD.
1	PER COPY OF HOUSE CHANGES DATED 8/22/11	8/22/11	DMH	DMH
2	ADDED SCALE STATIONS, DETAILS	8/22/11	DMH	DMH



**RiverRidge Engineering Company**  
 2447 S. Vista Ave. Boise, Idaho 83705  
 Ph. (208) 344-1180, Fax (208) 344-1182





GO19-2(1)

Rate Period ..... : Annual

Nominal Annual Rate .... : 6.000 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	04/13/2017	12,979.84	1		
2 Rate Change	06/15/2017	Rate: 6.250 %		Rate Period: Annual	
3 Rate Change	12/14/2017	Rate: 6.500 %		Rate Period: Annual	
4 Rate Change	03/22/2018	Rate: 6.750 %		Rate Period: Annual	
5 Rate Change	06/14/2018	Rate: 7.000 %		Rate Period: Annual	
6 Rate Change	09/27/2018	Rate: 7.250 %		Rate Period: Annual	
7 Rate Change	12/20/2018	Rate: 7.500 %		Rate Period: Annual	
8 Rate Change	07/31/2019	Rate: 7.250 %		Rate Period: Annual	
9 Rate Change	09/18/2019	Rate: 7.000 %		Rate Period: Annual	
10 Payment	10/04/2019	12,979.84	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest	Balance Due Principal	Total
Loan	04/13/2017		0.00	0.00	0.00	0.00	12,979.84	12,979.84
Rate	06/15/2017		134.42	0.00	0.00	134.42	12,979.84	13,114.26
	06/15/2017	Rate: 6.250 %						
Rate	12/14/2017		404.51	0.00	0.00	538.93	12,979.84	13,518.77
	12/14/2017	Rate: 6.500 %						
2017 Totals		0.00	538.93	0.00	0.00			
Rate	03/22/2018		226.52	0.00	0.00	765.45	12,979.84	13,745.29
	03/22/2018	Rate: 6.750 %						
Rate	06/14/2018		201.63	0.00	0.00	967.08	12,979.84	13,946.92
	06/14/2018	Rate: 7.000 %						
Rate	09/27/2018		261.37	0.00	0.00	1,228.45	12,979.84	14,208.29
	09/27/2018	Rate: 7.250 %						
Rate	12/20/2018		216.57	0.00	0.00	1,445.02	12,979.84	14,424.86
	12/20/2018	Rate: 7.500 %						
2018 Totals		0.00	906.09	0.00	0.00			
Rate	07/31/2019		594.76	0.00	0.00	2,039.78	12,979.84	15,019.62
	07/31/2019	Rate: 7.250 %						
Rate	09/18/2019		126.33	0.00	0.00	2,166.11	12,979.84	15,145.95
	09/18/2019	Rate: 7.000 %						
1	10/04/2019	12,979.84	39.83	0.00	12,979.84	2,205.94	0.00	2,205.94
2019 Totals		12,979.84	760.92	0.00	12,979.84			
Grand Totals		12,979.84	2,205.94	0.00	12,979.84			



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GO19-2(1)

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An open balance of 2,205.94 still remains.



Resolution No.: 2175

Township/Range/Section: T3N, R3E, Sections 19, 20, 29, & 30

## QUITCLAIM DEED CONVEYING PUBLIC RIGHT-OF-WAY

THIS INDENTURE, made this 5<sup>th</sup> day of April, 2017, ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, the "GRANTOR", and Harris Family Limited Partnership, an Idaho Limited Partnership, the "GRANTEE";

### WITNESSETH:

FOR VALUE RECEIVED, GRANTOR does by these presents convey, remise, release and forever quitclaim unto GRANTEE all right, title and interest of GRANTOR in the real property situated in the COUNTY OF ADA, STATE OF IDAHO, as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Right-of-Way").

SUBJECT TO easements of record, statutory rights of utilities and districts to be in the public right-of-way which rights are being exercised in the Right-of-Way as of the date of this Indenture (for sewer, gas, water or similar pipelines and their appurtenances, for electrical and telephone lines and for irrigation and drainage ditches), and subject to licenses for telecommunications lines which are in place in the Right-of-Way as of the date of this Indenture. GRANTEE is responsible for costs of any relocation or replacement of such pipelines, lines and ditches.

TO HAVE AND TO HOLD the same unto the GRANTEE and to its successors and assigns forever.

The current address of GRANTEE is:

Harris Family Limited Partnership  
Attn: Felicia H. Burkhalter  
2710 Shady Lane  
Boise, ID 83716

IN WITNESS WHEREOF, this Quitclaim Deed has been duly executed by and on behalf of GRANTOR this 5<sup>th</sup> day of April, 2017.

ADA COUNTY HIGHWAY DISTRICT

By [Signature]  
Paul Woods, President  
Sara Baker

Attest:  
[Signature]  
Bruce S. Wong, Director

State of Idaho )  
                          ) ss.  
County of Ada )

On this 5<sup>th</sup> day of April, in the year 2017, before me, Stacey L. Spencer, a Notary Public in and for the State of Idaho, personally appeared Paul Woods, known or identified to me to be the President of the Board of Commissioners of the Ada County Highway District, and Bruce S. Wong, know or identified to me to be the Director of the Ada County Highway District, the persons who executed this instrument on behalf of said Highway District for the purposes therein stated.  
Sara Baker

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



[Signature]  
Notary Public for the State of Idaho  
Residing at Boise, Idaho  
My Commission expires August 13, 2019

# EXHIBIT A

## Description For Right-of-Way Vacation

### ROW VACATION NO. 2A

A portion of the Northwest 1/4 of the Northwest 1/4 of Section 29, located within Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

COMMENCING at the corner common to said Sections 19, 20, 29 and 30 from which the South 1/4 corner of said Section 20 bears South  $89^{\circ}35'48''$  East, 2657.50 feet; Thence South  $25^{\circ}59'08''$  West, 35.62 feet to the intersection with the centerline of East Parkcenter Boulevard (formerly East Warm Springs Avenue); Thence along said centerline South  $64^{\circ}00'52''$  East, 193.33 feet; Thence leaving said centerline North  $25^{\circ}59'35''$  East, 40.00 feet to the intersection with the northerly right-of-way line of said East Parkcenter Boulevard, said point being the **REAL POINT OF BEGINNING**;

Thence along said northerly right-of-way line South  $64^{\circ}00'52''$  East, 530.24 feet to the westerly right-of-way line of South Barnside Way, being also an angle point in the exterior boundary line of Dallas Harris Estates Subdivision No. 12 as same is filed in Book 108 of Plats at Pages 15093 through 15098, official records of Ada County, Idaho;

Thence leaving said northerly right-of-way line and along the southwesterly extension of the westerly right-of-way line of said South Barnside Way South  $25^{\circ}59'08''$  West, 20.22 feet;

Thence leaving said southwesterly extension North  $64^{\circ}00'52''$  West, 345.68 feet;

Thence 74.97 feet along the arc of a curve to the left having a radius of 519.50 feet, a central angle of  $08^{\circ}16'07''$ , and a long chord which bears North  $68^{\circ}08'55''$  West, a distance of 74.91 feet;

Thence 13.30 feet along the arc of a compound curve to the left having a radius of 28.50 feet, a central angle of  $26^{\circ}44'07''$ , and a long chord which bears North  $85^{\circ}39'02''$  West, a distance of 13.18 feet;

Thence 3.79 feet along the arc of a reverse curve to the right having a radius of 7.50 feet, a central angle of  $28^{\circ}58'30''$ , and a long chord which bears North  $84^{\circ}31'50''$  West, a distance of 3.75 feet;

Thence 48.05 feet along the arc of a compound curve to the right having a radius of 234.00 feet, a central angle of  $11^{\circ}45'50''$ , and a long chord which bears North  $64^{\circ}09'40''$  West, a distance of 47.96 feet;

Thence North  $32^{\circ}47'01''$  East, 6.00 feet;

Thence North  $55^{\circ}49'50''$  West, 10.00 feet;

Thence South  $32^{\circ}47'01''$  West, 6.03 feet;

Thence 49.25 feet along the arc of a non-tangent curve to the right having a radius of 51.00 feet, a central angle of  $55^{\circ}19'56''$ , and a long chord which bears North  $23^{\circ}53'19''$  West, a

## EXHIBIT A

distance of 47.36 feet to the REAL POINT OF BEGINNING. Contains an area of 11,635 square feet, more or less.

AND ALSO:

### ROW VACATION NO. 2B

A portion of the Northwest 1/4 of the Northwest 1/4 of Section 29, located within Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

COMMENCING at the corner common to said Sections 19, 20, 29 and 30 from which the South 1/4 corner of said Section 20 bears South 89°35'48" East, 2657.50 feet; Thence South 25°59'08" West, 35.62 feet to the intersection with the centerline of East Parkcenter Boulevard (formerly East Warm Springs Avenue); Thence along said centerline South 64°00'52" East, 179.58 feet to the intersection with the southwesterly extension of the easterly right-of-way line of South Old Hickory Way; Thence leaving said centerline and along said southwesterly extension, said easterly right-of-way line and the exterior boundary line of Dallas Harris Estates Subdivision No. 9 as same is filed in Book 105 of Plats at Pages 14339 through 14341, official records of Ada County, Idaho North 25°59'35" East, 88.44 feet to the **REAL POINT OF BEGINNING;**

Thence leaving said easterly right-of-way line and said exterior boundary line North 77°46'03" West, 0.40 feet;

Thence 22.69 feet along the arc of a non-tangent curve to the right having a radius of 596.00 feet, a central angle of 02°10'52", and a long chord which bears North 13°19'24" East, a distance of 22.69 feet;

Thence 8.60 feet along the arc of a compound curve to the right having a radius of 7.50 feet, a central angle of 65°43'39", and a long chord which bears North 47°16'39" East, a distance of 8.14 feet;

Thence 3.33 feet along the arc of a reverse curve to the left having a radius of 12.50 feet, a central angle of 15°15'51", and a long chord which bears North 72°30'33" East, a distance of 3.32 feet to the intersection with said easterly right-of-way line and said exterior boundary line;

Thence along said right-of-way and boundary lines South 25°59'35" West, 31.91 feet to the REAL POINT OF BEGINNING. Contains an area of 103 square feet, more or less.

AND ALSO:

### ROW VACATION NO. 5

A portion of the Northwest 1/4 of Section 29 and the Northeast 1/4 of Section 30, located within Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

COMMENCING at the corner common to said Sections 19, 20, 29 and 30 from which the

## EXHIBIT A

South 1/4 corner of said Section 20 bears South  $89^{\circ}35'48''$  East, 2657.50 feet; Thence South  $25^{\circ}59'08''$  West, 35.62 feet to the intersection with the centerline of East Parkcenter Boulevard (formerly East Warm Springs Avenue); Thence along said centerline North  $64^{\circ}00'52''$  West, 131.42 feet to the intersection with the northeasterly extension of the easterly right-of-way line of South Honeycomb Way; Thence leaving said centerline and along said northeasterly extension, said easterly right-of-way line and the exterior boundary line of Dallas Harris Estates Townhomes Subdivision No. 2 as same is filed in Book 108 of Plats at Pages 15280 through 15284, official records of Ada County, Idaho South  $25^{\circ}59'08''$  West, 32.22 feet to the **REAL POINT OF BEGINNING**;

Thence leaving said easterly right-of-way line and said exterior boundary line South  $64^{\circ}00'52''$  East, 47.07 feet;

Thence 54.66 feet along the arc of a curve to the left having a radius of 519.50 feet, a central angle of  $06^{\circ}01'41''$ , and a long chord which bears South  $67^{\circ}01'42''$  East, a distance of 54.63 feet;

Thence South  $70^{\circ}02'33''$  East, 19.86 feet;

Thence 14.40 feet along the arc of a curve to the left having a radius of 28.50 feet, a central angle of  $28^{\circ}57'18''$ , and a long chord which bears South  $84^{\circ}31'12''$  East, a distance of 14.25 feet;

Thence 3.79 feet along the arc of a reverse curve to the right having a radius of 7.50 feet, a central angle of  $28^{\circ}57'18''$ , and a long chord which bears South  $84^{\circ}31'12''$  East, a distance of 3.75 feet;

Thence 48.04 feet along the arc of a compound curve to the right having a radius of 234.00 feet, a central angle of  $11^{\circ}45'46''$ , and a long chord which bears South  $64^{\circ}09'40''$  East, a distance of 47.96 feet;

Thence South  $32^{\circ}47'45''$  West, 6.00 feet;

Thence South  $55^{\circ}50'06''$  East, 10.00 feet;

Thence North  $32^{\circ}47'45''$  East, 6.03 feet;

Thence 23.36 feet along the arc of a non-tangent curve to the right having a radius of 51.00 feet, a central angle of  $26^{\circ}14'32''$ , and a long chord which bears South  $38^{\circ}26'22''$  East, a distance of 23.16 feet;

Thence South  $64^{\circ}00'52''$  East, 184.66 feet;

Thence 11.97 feet along the arc of a non-tangent curve to the right having a radius of 146.00 feet, a central angle of  $04^{\circ}41'50''$ , and a long chord which bears South  $72^{\circ}12'44''$  East, a distance of 11.97 feet;

Thence 3.92 feet along the arc of a compound curve to the right having a radius of 7.50 feet, a central angle of  $29^{\circ}56'57''$ , and a long chord which bears South  $54^{\circ}53'21''$  East, a distance of 3.88 feet;

## EXHIBIT A

Thence 14.06 feet along the arc of a reverse curve to the left having a radius of 28.50 feet, a central angle of  $28^{\circ}16'13''$ , and a long chord which bears South  $54^{\circ}02'58''$  East, a distance of 13.92 feet;

Thence 36.21 feet along the arc of a reverse curve to the right having a radius of 497.50 feet, a central angle of  $04^{\circ}10'13''$ , and a long chord which bears South  $66^{\circ}05'58''$  East, a distance of 36.20 feet;

Thence South  $64^{\circ}00'52''$  East, 782.03 feet;

Thence 54.66 feet along the arc of a curve to the left having a radius of 519.50 feet, a central angle of  $06^{\circ}01'41''$ , and a long chord which bears South  $67^{\circ}01'42''$  East, a distance of 54.63 feet;

Thence South  $70^{\circ}02'33''$  East, 17.64 feet;

Thence 14.40 feet along the arc of a curve to the left having a radius of 28.50 feet, a central angle of  $28^{\circ}57'18''$ , and a long chord which bears South  $84^{\circ}31'12''$  East, a distance of 14.25 feet;

Thence 3.79 feet along the arc of a reverse curve to the right having a radius of 7.50 feet, a central angle of  $28^{\circ}57'18''$ , and a long chord which bears South  $84^{\circ}31'12''$  East, a distance of 3.75 feet;

Thence 48.04 feet along the arc of a compound curve to the right having a radius of 234.00 feet, a central angle of  $11^{\circ}45'46''$ , and a long chord which bears South  $64^{\circ}09'40''$  East, a distance of 47.96 feet;

Thence South  $32^{\circ}47'45''$  West, 6.00 feet;

Thence South  $55^{\circ}50'06''$  East, 10.00 feet;

Thence North  $32^{\circ}47'45''$  East, 5.99 feet;

Thence 23.15 feet along the arc of a non-tangent curve to the right having a radius of 54.00 feet, a central angle of  $24^{\circ}33'45''$ , and a long chord which bears South  $38^{\circ}58'57''$  East, a distance of 22.97 feet;

Thence South  $64^{\circ}00'52''$  East, 186.03 feet;

Thence 10.66 feet along the arc of a non-tangent curve to the right having a radius of 146.00 feet, a central angle of  $04^{\circ}10'59''$ , and a long chord which bears South  $71^{\circ}57'19''$  East, a distance of 10.66 feet;

Thence 3.85 feet along the arc of a compound curve to the right having a radius of 7.50 feet, a central angle of  $29^{\circ}23'24''$ , and a long chord which bears South  $55^{\circ}10'07''$  East, a distance of 3.81 feet;

Thence 13.82 feet along the arc of a reverse curve to the left having a radius of 28.50 feet, a central angle of  $27^{\circ}46'51''$ , and a long chord which bears South  $54^{\circ}21'50''$  East, a distance of 13.68 feet;

## EXHIBIT A

Thence 38.04 feet along the arc of a reverse curve to the right having a radius of 514.00 feet, a central angle of  $04^{\circ}14'24''$ , and a long chord which bears South  $66^{\circ}08'03''$  East, a distance of 38.03 feet;

Thence South  $64^{\circ}00'52''$  East, 704.37 feet to the intersection with the West boundary line of the East 1/2 of the East 1/2 of the Northwest 1/4 of said Section 29 as described in Warranty Deed Instrument No. 420137, as filed in Book 434 of Deeds at Page 108, Official Records of Ada County, Idaho;;

Thence along said West boundary line South  $00^{\circ}25'56''$  West, 8.63 feet to the intersection with the southerly right-of-way line of said East Parkcenter Boulevard;

Thence along said southerly right-of-way line North  $64^{\circ}00'52''$  West, 2,376.80 feet to the intersection with the easterly right-of-way line of said South Honeycomb Way and the exterior boundary line of said Dallas Harris Estates Townhomes Subdivision No. 2;

Thence leaving said southerly right-of-way line and along said easterly right-of-way line and said exterior boundary line North  $25^{\circ}59'08''$  East, 7.78 feet; to the REAL POINT OF BEGINNING. Contains an area of 20,450 square feet, more or less.

The above described parcels contain a combined area of 65,131 square feet, more or less.





RESOLUTION NUMBER 2175

9

AUTHORIZING AN ABANDONMENT/VACATION OF PUBLIC RIGHT OF WAY BY AND BETWEEN THE ADA COUNTY HIGHWAY DISTRICT AND Harris Family Limited Partnership, WITH OTHER CONSIDERATIONS BETWEEN THE PARTIES.

WHEREAS, by its Resolution Number 2175 adopted and approved at its regular meeting held on March 8, 2017, the Ada County Highway District Commission, in accordance with the requirements of Idaho Code, section 40-1309 and 40-203, found that the public Right-of-Way known as E. Parkcenter Blvd. located in Sections 19, 20, 29, & 30, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho, and more particularly described in Exhibit "A" hereinafter "subject public right of way") was no longer useful to ACHD, and set a public hearing before the Commission for 12:00 pm, on April 5, 2017, at which time any person could appear to show cause why the subject public right of way should not be vacated, and

WHEREAS, in accordance with Idaho Code, sections 40-203 and 40-1309, the Commission does hereby make the following findings of fact and conclusions of law:

FINDINGS OF FACT:

1. Date of Application: January 19, 2017. The application fee was paid on January 19, 2017.
2. Upon the filing of a petition by the Petitioner for the abandonment of the subject public right of way, the following organizations and agencies were notified on February 3, 2017:
  - A. Ada County Highway District Staff members;
  - B. All appropriate local agencies and utilities were contacted and comments requested.
3. On March 8<sup>th</sup>, 2017 a public hearing date was set by the Board of Commissioners for April 5, 2017.
4. Following the filing of the petition for the abandonment/vacation, property owners within 300 feet of the subject right of way were notified by certified mail on March 9, 2017, of the time, date and place of the public hearing.
5. In accordance with Idaho law, a Notice of Public Hearing was published in the Idaho Statesman a daily newspaper published in Ada County, Idaho, on the 21<sup>st</sup>, 22<sup>nd</sup>, & 29<sup>th</sup>, of March, 2017, and a confirmation email of publication was received by the Ada County Highway District and is on file in the office of the Right of Way Department.
6. Any and all comments received from the February 3, 2017 notification of Ada County Highway District Staff members and all applicable local agencies are on file in the office of the Right of Way Department and are included within the Public Hearing staff memo dated March 23, 2017.

7. Any and all comments, received from those property owners of real property within 300 feet of the subject right of way are on file in the office of the Right of Way Department and are included within the Public Hearing staff memo dated March 23, 2017.
8. At the public hearing on Wednesday, April 5, 2017, oral and or written testimony was presented and at the conclusion of which, President Paul Woods, closed the public hearing for testimony. After discussion, the Commission found the abandonment/vacation and exchange was in the public's best interest and voted to approve the abandonment/vacation and exchange of the two permanent easements as an even exchange in value.

#### CONCLUSIONS OF LAW:

It is the opinion of the Board of Commissioners of the Ada County Highway District, per President Paul Woods, and Commissioners, Sara M. Baker, Rebecca W. Arnold, Jim D. Hansen, and Kent Goldthorpe, that the subject right of way is no longer needed by the Ada County Highway District and that it is the best interest of the traveling public, the adjacent property owners, and the Ada County Highway District that the abandonment/vacation of the public Right-of-Way known as E. Parkcenter Blvd. located in Sections 19, 20, 29, & 30, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho and more particularly described in Exhibit "A" be approved and the subject public right of way abandoned/vacated. Subject to the following:

Retention of public and private utility easements, drainage easements, irrigation easements and/or other easements of record or not of record or in use upon or under said described public right of way and/or the provisions for the relocation or replacement of existing facilities.

NOW, THEREFORE, BE IT RESOLVED, pursuant to *Idaho Code* section 40-203, and based upon the preceding findings of fact and conclusions of law, that the proposed abandonment/vacation of the public right of way is hereby authorized, and ACHD staff is hereby directed to negotiate a contract of sale with Petitioner in the amount of **Zero Dollars (\$0.00)** and that the President of the Commission and the Director be, and are hereby, authorized and directed to execute such contract of sale on behalf of the Ada County Highway District and an appropriate Quitclaim Deed for the abandoned/vacated subject public right of way and such closing instructions and other instruments and documents as are required by such contract of sale, including the following, and deliver the same, together with the deed to the closing agent:

1. Subject to retention of public and private utility easements, drainage easements, irrigation easements and/or other easements of record or not of record or in use upon or under said described public right of way and/or the provisions for the relocation or replacement of existing facilities.

Costs associated with relocation or replacement of existing easements and facilities shall be borne by the Petitioner with approval of the applicable utility or agency.

BE IT FURTHER RESOLVED, that only upon the District's receipt of full payment of all applicable charges, costs and fees and any other amounts owing from the Petitioner within ninety (90) days of the date of approval, shall this Resolution be recorded in the county records.

BE IT FURTHER RESOLVED, that if District has not received full payment of all applicable charges, costs and fees and any other amounts owing from the Petitioner within one hundred twenty (120) days of the date of approval, the Board of Commissioners may, at a public hearing and upon thirty (30) days notice of said public hearing to the Petitioner by certified mail and adjacent property owners by regular mail, declare the abandonment/vacation void and issue a resolution declaring the same.

ADOPTED AND APPROVED by the Board of Commissioners of the Ada County Highway District at its regular meeting held on this 5<sup>th</sup> day of April, 2017.

ADA COUNTY HIGHWAY DISTRICT  
BOARD OF COMMISSIONERS

By: absent  
Paul Woods, President

By: Aye via teleconference  
Rebecca W. Arnold, Vice President

By: Kent Goldthorpe  
Kent Goldthorpe, Commissioner

By: Jim D. Hansen  
Jim D. Hansen, Commissioner

By: Sara M. Baker  
Sara M. Baker, Commissioner

ATTEST:

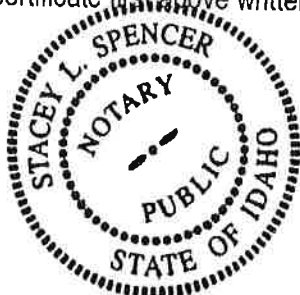
[Signature]  
Bruce S. Wong, Director

STATE OF IDAHO )  
County of Ada ) ss.

On this 5<sup>th</sup> day of April, 2017, before me, a notary public in and for said State, personally appeared President, Paul Woods, Commissioners, Sara M. Baker, Rebecca W. Arnold, Jim D. Hansen, and Kent Goldthorpe, and known to me to be the Board of Commissioners, respectively, of the Ada County Highway District and that they executed this instrument on behalf of said Highway District for the purposes therein stated. absent

aye via teleconference

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



[Signature]  
Notary Public for the State of Idaho  
Residing at Boise, Idaho  
My Commission Expires: August 13, 2019

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

# EXHIBIT A

## Description For Right-of-Way Vacation

### ROW VACATION NO. 2A

A portion of the Northwest 1/4 of the Northwest 1/4 of Section 29, located within Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

COMMENCING at the corner common to said Sections 19, 20, 29 and 30 from which the South 1/4 corner of said Section 20 bears South 89°35'48" East, 2657.50 feet; Thence South 25°59'08" West, 35.62 feet to the intersection with the centerline of East Parkcenter Boulevard (formerly East Warm Springs Avenue); Thence along said centerline South 64°00'52" East, 193.33 feet; Thence leaving said centerline North 25°59'35" East, 40.00 feet to the intersection with the northerly right-of-way line of said East Parkcenter Boulevard, said point being the **REAL POINT OF BEGINNING**;

Thence along said northerly right-of-way line South 64°00'52" East, 530.24 feet to the westerly right-of-way line of South Barnside Way, being also an angle point in the exterior boundary line of Dallas Harris Estates Subdivision No. 12 as same is filed in Book 108 of Plats at Pages 15093 through 15098, official records of Ada County, Idaho;

Thence leaving said northerly right-of-way line and along the southwesterly extension of the westerly right-of-way line of said South Barnside Way South 25°59'08" West, 20.22 feet;

Thence leaving said southwesterly extension North 64°00'52" West, 345.68 feet;

Thence 74.97 feet along the arc of a curve to the left having a radius of 519.50 feet, a central angle of 08°16'07", and a long chord which bears North 68°08'55" West, a distance of 74.91 feet;

Thence 13.30 feet along the arc of a compound curve to the left having a radius of 28.50 feet, a central angle of 26°44'07", and a long chord which bears North 85°39'02" West, a distance of 13.18 feet;

Thence 3.79 feet along the arc of a reverse curve to the right having a radius of 7.50 feet, a central angle of 28°58'30", and a long chord which bears North 84°31'50" West, a distance of 3.75 feet;

Thence 48.05 feet along the arc of a compound curve to the right having a radius of 234.00 feet, a central angle of 11°45'50", and a long chord which bears North 64°09'40" West, a distance of 47.96 feet;

Thence North 32°47'01" East, 6.00 feet;

Thence North 55°49'50" West, 10.00 feet;

Thence South 32°47'01" West, 6.03 feet;

Thence 49.25 feet along the arc of a non-tangent curve to the right having a radius of 51.00 feet, a central angle of 55°19'56", and a long chord which bears North 23°53'19" West, a

## EXHIBIT A

distance of 47.36 feet to the REAL POINT OF BEGINNING. Contains an area of 11,635 square feet, more or less.

AND ALSO:

### ROW VACATION NO. 2B

A portion of the Northwest 1/4 of the Northwest 1/4 of Section 29, located within Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

COMMENCING at the corner common to said Sections 19, 20, 29 and 30 from which the South 1/4 corner of said Section 20 bears South 89°35'48" East, 2657.50 feet; Thence South 25°59'08" West, 35.62 feet to the intersection with the centerline of East Parkcenter Boulevard (formerly East Warm Springs Avenue); Thence along said centerline South 64°00'52" East, 179.58 feet to the intersection with the southwesterly extension of the easterly right-of-way line of South Old Hickory Way; Thence leaving said centerline and along said southwesterly extension, said easterly right-of-way line and the exterior boundary line of Dallas Harris Estates Subdivision No. 9 as same is filed in Book 105 of Plats at Pages 14339 through 14341, official records of Ada County, Idaho North 25°59'35" East, 88.44 feet to the **REAL POINT OF BEGINNING;**

Thence leaving said easterly right-of-way line and said exterior boundary line North 77°46'03" West, 0.40 feet;

Thence 22.69 feet along the arc of a non-tangent curve to the right having a radius of 596.00 feet, a central angle of 02°10'52", and a long chord which bears North 13°19'24" East, a distance of 22.69 feet;

Thence 8.60 feet along the arc of a compound curve to the right having a radius of 7.50 feet, a central angle of 65°43'39", and a long chord which bears North 47°16'39" East, a distance of 8.14 feet;

Thence 3.33 feet along the arc of a reverse curve to the left having a radius of 12.50 feet, a central angle of 15°15'51", and a long chord which bears North 72°30'33" East, a distance of 3.32 feet to the intersection with said easterly right-of-way line and said exterior boundary line;

Thence along said right-of-way and boundary lines South 25°59'35" West, 31.91 feet to the REAL POINT OF BEGINNING. Contains an area of 103 square feet, more or less.

AND ALSO:

### ROW VACATION NO. 5

A portion of the Northwest 1/4 of Section 29 and the Northeast 1/4 of Section 30, located within Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

COMMENCING at the corner common to said Sections 19, 20, 29 and 30 from which the

## EXHIBIT A

South 1/4 corner of said Section 20 bears South 89°35'48" East, 2657.50 feet; Thence South 25°59'08" West, 35.62 feet to the intersection with the centerline of East Parkcenter Boulevard (formerly East Warm Springs Avenue); Thence along said centerline North 64°00'52" West, 131.42 feet to the intersection with the northeasterly extension of the easterly right-of-way line of South Honeycomb Way; Thence leaving said centerline and along said northeasterly extension, said easterly right-of-way line and the exterior boundary line of Dallas Harris Estates Townhomes Subdivision No. 2 as same is filed in Book 108 of Plats at Pages 15280 through 15284, official records of Ada County, Idaho South 25°59'08" West, 32.22 feet to the **REAL POINT OF BEGINNING**;

Thence leaving said easterly right-of-way line and said exterior boundary line South 64°00'52" East, 47.07 feet;

Thence 54.66 feet along the arc of a curve to the left having a radius of 519.50 feet, a central angle of 06°01'41", and a long chord which bears South 67°01'42" East, a distance of 54.63 feet;

Thence South 70°02'33" East, 19.86 feet;

Thence 14.40 feet along the arc of a curve to the left having a radius of 28.50 feet, a central angle of 28°57'18", and a long chord which bears South 84°31'12" East, a distance of 14.25 feet;

Thence 3.79 feet along the arc of a reverse curve to the right having a radius of 7.50 feet, a central angle of 28°57'18", and a long chord which bears South 84°31'12" East, a distance of 3.75 feet;

Thence 48.04 feet along the arc of a compound curve to the right having a radius of 234.00 feet, a central angle of 11°45'46", and a long chord which bears South 64°09'40" East, a distance of 47.96 feet;

Thence South 32°47'45" West, 6.00 feet;

Thence South 55°50'06" East, 10.00 feet;

Thence North 32°47'45" East, 6.03 feet;

Thence 23.36 feet along the arc of a non-tangent curve to the right having a radius of 51.00 feet, a central angle of 26°14'32", and a long chord which bears South 38°26'22" East, a distance of 23.16 feet;

Thence South 64°00'52" East, 184.66 feet;

Thence 11.97 feet along the arc of a non-tangent curve to the right having a radius of 146.00 feet, a central angle of 04°41'50", and a long chord which bears South 72°12'44" East, a distance of 11.97 feet;

Thence 3.92 feet along the arc of a compound curve to the right having a radius of 7.50 feet, a central angle of 29°56'57", and a long chord which bears South 54°53'21" East, a distance of 3.88 feet;

## EXHIBIT A

Thence 14.06 feet along the arc of a reverse curve to the left having a radius of 28.50 feet, a central angle of  $28^{\circ}16'13''$ , and a long chord which bears South  $54^{\circ}02'58''$  East, a distance of 13.92 feet;

Thence 36.21 feet along the arc of a reverse curve to the right having a radius of 497.50 feet, a central angle of  $04^{\circ}10'13''$ , and a long chord which bears South  $66^{\circ}05'58''$  East, a distance of 36.20 feet;

Thence South  $64^{\circ}00'52''$  East, 782.03 feet;

Thence 54.66 feet along the arc of a curve to the left having a radius of 519.50 feet, a central angle of  $06^{\circ}01'41''$ , and a long chord which bears South  $67^{\circ}01'42''$  East, a distance of 54.63 feet;

Thence South  $70^{\circ}02'33''$  East, 17.64 feet;

Thence 14.40 feet along the arc of a curve to the left having a radius of 28.50 feet, a central angle of  $28^{\circ}57'18''$ , and a long chord which bears South  $84^{\circ}31'12''$  East, a distance of 14.25 feet;

Thence 3.79 feet along the arc of a reverse curve to the right having a radius of 7.50 feet, a central angle of  $28^{\circ}57'18''$ , and a long chord which bears South  $84^{\circ}31'12''$  East, a distance of 3.75 feet;

Thence 48.04 feet along the arc of a compound curve to the right having a radius of 234.00 feet, a central angle of  $11^{\circ}45'46''$ , and a long chord which bears South  $64^{\circ}09'40''$  East, a distance of 47.96 feet;

Thence South  $32^{\circ}47'45''$  West, 6.00 feet;

Thence South  $55^{\circ}50'06''$  East, 10.00 feet;

Thence North  $32^{\circ}47'45''$  East, 5.99 feet;

Thence 23.15 feet along the arc of a non-tangent curve to the right having a radius of 54.00 feet, a central angle of  $24^{\circ}33'45''$ , and a long chord which bears South  $38^{\circ}58'57''$  East, a distance of 22.97 feet;

Thence South  $64^{\circ}00'52''$  East, 186.03 feet;

Thence 10.66 feet along the arc of a non-tangent curve to the right having a radius of 146.00 feet, a central angle of  $04^{\circ}10'59''$ , and a long chord which bears South  $71^{\circ}57'19''$  East, a distance of 10.66 feet;

Thence 3.85 feet along the arc of a compound curve to the right having a radius of 7.50 feet, a central angle of  $29^{\circ}23'24''$ , and a long chord which bears South  $55^{\circ}10'07''$  East, a distance of 3.81 feet;

Thence 13.82 feet along the arc of a reverse curve to the left having a radius of 28.50 feet, a central angle of  $27^{\circ}46'51''$ , and a long chord which bears South  $54^{\circ}21'50''$  East, a distance of 13.68 feet;



## EXHIBIT A

Thence 38.04 feet along the arc of a reverse curve to the right having a radius of 514.00 feet, a central angle of  $04^{\circ}14'24''$ , and a long chord which bears South  $66^{\circ}08'03''$  East, a distance of 38.03 feet;

Thence South  $64^{\circ}00'52''$  East, 704.37 feet to the intersection with the West boundary line of the East 1/2 of the East 1/2 of the Northwest 1/4 of said Section 29 as described in Warranty Deed Instrument No. 420137, as filed in Book 434 of Deeds at Page 108, Official Records of Ada County, Idaho;;

Thence along said West boundary line South  $00^{\circ}25'56''$  West, 8.63 feet to the intersection with the southerly right-of-way line of said East Parkcenter Boulevard;

Thence along said southerly right-of-way line North  $64^{\circ}00'52''$  West, 2,376.80 feet to the intersection with the easterly right-of-way line of said South Honeycomb Way and the exterior boundary line of said Dallas Harris Estates Townhomes Subdivision No. 2;

Thence leaving said southerly right-of-way line and along said easterly right-of-way line and said exterior boundary line North  $25^{\circ}59'08''$  East, 7.78 feet; to the REAL POINT OF BEGINNING. Contains an area of 20,450 square feet, more or less.

The above described parcels contain a combined area of 65,131 square feet, more or less.

GO19-2(2)

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	09/19/2013	60,444.00	1		
2 Rate Change	12/17/2015	Rate: 5.500 %		Rate Period: Annual	
3 Rate Change	12/15/2016	Rate: 5.750 %		Rate Period: Annual	
4 Rate Change	03/16/2017	Rate: 6.000 %		Rate Period: Annual	
5 Rate Change	06/15/2017	Rate: 6.250 %		Rate Period: Annual	
6 Rate Change	12/14/2017	Rate: 6.500 %		Rate Period: Annual	
7 Rate Change	03/22/2018	Rate: 6.750 %		Rate Period: Annual	
8 Rate Change	06/14/2018	Rate: 7.000 %		Rate Period: Annual	
9 Rate Change	09/27/2018	Rate: 7.250 %		Rate Period: Annual	
10 Rate Change	12/20/2018	Rate: 7.500 %		Rate Period: Annual	
11 Rate Change	07/31/2019	Rate: 7.250 %		Rate Period: Annual	
12 Rate Change	09/18/2019	Rate: 7.000 %		Rate Period: Annual	
13 Payment	10/04/2019	60,444.00	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest	Balance Due Principal	Total
Loan 09/19/2013		0.00	0.00	0.00	0.00	60,444.00	60,444.00
2013 Totals	0.00	0.00	0.00	0.00			
Rate 12/17/2015		7,120.39	0.00	0.00	7,120.39	60,444.00	67,564.39
12/17/2015	Rate: 5.500 %						
2015 Totals	0.00	7,120.39	0.00	0.00			
Rate 12/15/2016		3,315.31	0.00	0.00	10,435.70	60,444.00	70,879.70
12/15/2016	Rate: 5.750 %						
2016 Totals	0.00	3,315.31	0.00	0.00			
Rate 03/16/2017		866.50	0.00	0.00	11,302.20	60,444.00	71,746.20
03/16/2017	Rate: 6.000 %						
Rate 06/15/2017		904.18	0.00	0.00	12,206.38	60,444.00	72,650.38
06/15/2017	Rate: 6.250 %						
Rate 12/14/2017		1,883.70	0.00	0.00	14,090.08	60,444.00	74,534.08
12/14/2017	Rate: 6.500 %						
2017 Totals	0.00	3,654.38	0.00	0.00			
Rate 03/22/2018		1,054.87	0.00	0.00	15,144.95	60,444.00	75,588.95
03/22/2018	Rate: 6.750 %						
Rate 06/14/2018		938.95	0.00	0.00	16,083.90	60,444.00	76,527.90
06/14/2018	Rate: 7.000 %						
Rate 09/27/2018		1,217.16	0.00	0.00	17,301.06	60,444.00	77,745.06
09/27/2018	Rate: 7.250 %						

## GO19-2(2)

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
						Interest	Principal	
Rate	12/20/2018		1,008.50	0.00	0.00	18,309.56	60,444.00	78,753.56
	12/20/2018	Rate: 7.500 %		Rate Period: Annual				
2018 Totals		0.00	4,219.48	0.00	0.00			
Rate	07/31/2019		2,769.66	0.00	0.00	21,079.22	60,444.00	81,523.22
	07/31/2019	Rate: 7.250 %		Rate Period: Annual				
Rate	09/18/2019		588.29	0.00	0.00	21,667.51	60,444.00	82,111.51
	09/18/2019	Rate: 7.000 %		Rate Period: Annual				
1	10/04/2019	60,444.00	185.47	0.00	60,444.00	21,852.98	0.00	21,852.98
2019 Totals		60,444.00	3,543.42	0.00	60,444.00			
Grand Totals		60,444.00	21,852.98	0.00	60,444.00			

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GO19-2(2)

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An open balance of 21,852.98 still remains.



# CUSTOMER COST QUOTE IDAHO

Customer or Project Name: <b>BARBER VALLEY DEVELOPMENT LLC-END OF WISE WAY/BOIS</b>	Design Number: <b>0000099359</b>	Version: <b>001</b>	Work Order #: <b>27392645</b>
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	Prepaid Fees	Debit	Credit	Totals
<b>Line Installation Cost</b>				
1. Line Installation/Upgrade Costs		3,751		
2. Company Betterment / Other Credits			1,606	
3. Salvage Taxable - Credit			3,716	
4. Customer Provided Trench			1,014	
<b>5. Net Line Installation Cost</b>				<b>-2,585</b>
<b>Terminal Facilities</b>				
6. Terminal Facilities		637		
7. Customer Allowance			0	
<b>8. Net Terminal Facilities</b>				<b>637</b>
9. Unusual Conditions		0		
10. Bank Letter of Credit <i>(Only for Unusual Conditions over \$10,000)</i>			0	
11. Net Construction Cost				-1,948
12. Net Vested OR-Refundable Construction Cost <i>(Limited to 5 years or 4 additional applicants)</i>				0
13. Construction Cost-Not Available for Vesting or Refund				-1,948
<b>Other Charges</b>				
14. Vested Interest Work Order #		0		
15. Billable Right of Way Permits		575		
16. Prepaid Right of Way Permits	\$ 0			
17. Billable Engineering Charges		0		
18. Prepaid Engineering Fees	\$ 1,037			
19. Underground Service Attachment Charge		0		
20. Relocation or removal with new capacity		0		
21. Relocation or removal with NO new capacity		59,749		
22. Salvage Credit on Relocation or Removal			0	
23. Miscellaneous Charges/Adjustments		0		
<b>24. Net Other Charges</b>				<b>60,324</b>
<b>25. Total Work Order Charges</b>		<b>\$ 64,712</b>		
<b>26. Idaho Power Co. Contribution &amp; Other Credits</b>			<b>\$ 6,336</b>	
<b>27. Total Customer Payment Due (Line 11 + Line 24)</b>				<b>\$ 60,444</b>

*Customer signature is required on Page 2 of this document*

Notes: \_\_\_\_\_

Customer or Project Name: <b>BARBER VALLEY DEVELOPMENT LLC-END OF WISE WAY/BOIS</b>	Design Number: <b>0000099359</b>	Version: <b>001</b>	Work Order #: <b>27392645</b>
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**Total Customer Payment Due**

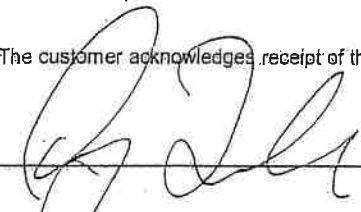
**\$ 60,444**

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of sixty (60) days from the date below indicated, subject to changes in information provided by Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission. Customer must make payment of the quoted amount not less than thirty (30) days prior to the start of the construction work set forth above (the "Work"), but Idaho Power does not represent that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

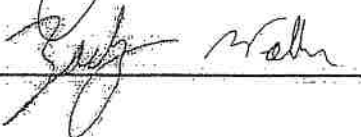
Prior to commencement of the Work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives, and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgments and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

NA (Customer Initials) Charges for installation of underground electrical service are not included in this Cost Quote and will be billed to the customer after work has completed

NA (Customer Initials) The customer acknowledges receipt of the reduced charge option brochure/packet, also available at idahopower.com

Customer Signature X 

Date X 9-16-13

IPCo Representative X 

Quotation Date X 9/5/13



# Duplicate Payment Receipt

Employee #: man

Date: 9-20-13

Cash:

Check #: 2385

ACCOUNT NUMBER 21392645

CUSTOMER NAME Barber Valley Development

SERVICE LOCATION Wool Way  
Boise

Amount Paid

60,444.00

Arrangements

Date	Amount (\$)

*Please Remember—Presenting your original bill when making a payment will save YOUR TIME and give us the opportunity to serve you better.*



Account Number: 2270065184

Questions? Call (208) 388-2323 (Treasure Valley) or 1-800-488-6151. Se habla español.

SEPTEMBER 26, 2013

BARBER VALLEY DEVELOPMENT  
4940 E MILL STATION DR  
BOISE, ID 83716

PAYMENT RECEIPT

Dear BARBER VALLEY DEVELOPMENT,

Thank you for your payment in the amount of \$60444.00. We received your check #2385 on 09/25/2013 for the following construction project(s):

Description/Work Order #	Payment Amount	Balance Owning
WISE WAY Work Order: 27392645 WORK ORDER: 27392645	\$60,444.00	\$0.00

We appreciate the opportunity to serve you. If you have any questions regarding this receipt, please contact Idaho Power at (208) 388-2323 (Treasure Valley) or 1-800-488-6151.

Thank you



PO BOX 70  
BOISE, ID 83707

(208) 388-2323 (Treasure Valley)



3824 1 AT 0.381 T201 00003824 15 3824  
BARBER VALLEY DEVELOPMENT  
4940 E MILL STATION DR  
BOISE, ID 83716-8628





BARBER VALLEY DEVELOPMENT, INC.  
4940 E. MILL STATION DRIVE, STE. 101-B  
BOISE, ID 83716



Intermountain  
COMMUNITY BANK

521 12TH AVE. S.  
NAMPA, ID 83716

2385

92-360/1231

9/19/2013

THE  
R OF Idaho Power Company

\$ \*\*60,444.00

nty Thousand Four Hundred Forty-Four and 00/100\*\*\*\*\*

DOLLARS

Idaho Power Company

WO#27392645 Wise Way removal

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE AND THE IMAGE DISAPPEARS WITH HEAT.

002385 123103606 09303215

Details on back



Security Features Marked



## GO19-2(3)

Rate Period ..... : Annual

Nominal Annual Rate .... : 6.250 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	07/06/2017	366,025.26	1		
2 Rate Change	12/14/2017	Rate: 6.500 %		Rate Period: Annual	
3 Rate Change	03/22/2018	Rate: 6.750 %		Rate Period: Annual	
4 Rate Change	06/14/2018	Rate: 7.000 %		Rate Period: Annual	
5 Rate Change	09/27/2018	Rate: 7.250 %		Rate Period: Annual	
6 Rate Change	12/20/2018	Rate: 7.500 %		Rate Period: Annual	
7 Rate Change	07/31/2019	Rate: 7.250 %		Rate Period: Annual	
8 Rate Change	09/18/2019	Rate: 7.000 %		Rate Period: Annual	
9 Payment	10/04/2019	366,025.26	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest		Principal Paid	Balance Due		Total
			Accrued	Paid		Interest	Principal	
Loan	07/06/2017		0.00	0.00	0.00	0.00	366,025.26	366,025.26
Rate	12/14/2017		10,090.76	0.00	0.00	10,090.76	366,025.26	376,116.02
	12/14/2017	Rate: 6.500 %						
2017 Totals		0.00	10,090.76	0.00	0.00			
Rate	03/22/2018		6,387.89	0.00	0.00	16,478.65	366,025.26	382,503.91
	03/22/2018	Rate: 6.750 %						
Rate	06/14/2018		5,685.93	0.00	0.00	22,164.58	366,025.26	388,189.84
	06/14/2018	Rate: 7.000 %						
Rate	09/27/2018		7,370.65	0.00	0.00	29,535.23	366,025.26	395,560.49
	09/27/2018	Rate: 7.250 %						
Rate	12/20/2018		6,107.11	0.00	0.00	35,642.34	366,025.26	401,667.60
	12/20/2018	Rate: 7.500 %						
2018 Totals		0.00	25,551.58	0.00	0.00			
Rate	07/31/2019		16,771.98	0.00	0.00	52,414.32	366,025.26	418,439.58
	07/31/2019	Rate: 7.250 %						
Rate	09/18/2019		3,562.48	0.00	0.00	55,976.80	366,025.26	422,002.06
	09/18/2019	Rate: 7.000 %						
1	10/04/2019	366,025.26	1,123.15	0.00	366,025.26	57,099.95	0.00	57,099.95
2019 Totals		366,025.26	21,457.61	0.00	366,025.26			
Grand Totals		366,025.26	57,099.95	0.00	366,025.26			

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GO19-2(3)

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An open balance of 57,099.95 still remains.

After Recording  
Return to:

T. Hethe Clark  
Spink Butler, LLP  
PO Box 639  
Boise, Idaho 83701

ADA COUNTY RECORDER Christopher D Rich  
BOISE IDAHO Pgs#11 CHE FOWLER  
BOISE CITY

2017-061356  
07/06/2017 10:21 AM  
NO FEE



FOR RECORDING INFORMATION

### SEDIMENT RETENTION BASIN EASEMENT AGREEMENT

THIS SEDIMENT RETENTION BASIN EASEMENT AGREEMENT (this "Agreement") is made and entered into this 17th day of June 2017, by and between City of Boise City, a municipal corporation, hereinafter referred to as "City," Harris Family Limited Partnership, an Idaho limited partnership, hereinafter referred to as "HFLP," Barber Valley Development, Inc., an Idaho corporation, hereinafter referred to as "BVD," and the Harris Ranch Master Owners Association, Inc., an Idaho corporation, hereinafter referred to as the "Association."

#### RECITALS

A. HFLP is the owner of certain real property located within that certain master-planned community commonly known as "Harris Ranch." Harris Ranch is being developed by BVD pursuant to approvals by City.

B. In connection with said approvals, City has required that BVD develop certain facilities and infrastructure, including a sediment retention basin (collectively, the "Retention Basin"), on that certain real property identified on the attached Exhibit A (the "Retention Basin Real Property"). The purpose of the Retention Basin is to capture sediment in the event of runoff from the foothills located north and above the Retention Basin Real Property.

C. BVD has paid for the initial construction of the Retention Basin, subject to reimbursement by the Harris Ranch Community Infrastructure District No. 1, a community infrastructure district formed according to the laws of the State of Idaho (the "Harris Ranch CID"). While the Retention Basin will be conveyed to City, it is the parties' intent that HFLP will continue to own the Retention Basin Real Property. This Agreement describes the terms and conditions on which City and the Association will be provided with easements for purposes of access to and maintenance of the Retention Basin.

#### AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Creation and Purpose of Easement.** HFLP hereby conveys to City and to the Association a perpetual, non-exclusive easement on, over, under, across, and through the Retention Basin Real Property for the purpose of location of, access to, and maintenance of the Retention Basin and associated facilities.

2. **Construction License.** HFLP hereby provides to BVD a license on, over, under, across, and through the Retention Basin Real Property for all purposes reasonably necessary in connection with the initial construction of the Retention Basin and associated facilities. The license provided by this paragraph shall terminate upon completion of construction of the Retention Basin by BVD and acceptance of improvements associated with the Retention Basin by City, at which time the improvements associated with the Retention Basin shall be conveyed by BVD to City.

3. **Maintenance Program.** BVD has prepared a regular and systematic program setting forth the items required in connection with the maintenance of the Retention Basin, which program is defined and described in that certain Operations and Maintenance Manual approved and on file with City, as the same may be amended from time to time by the parties in writing (the "O&M Manual"). The Association shall be primarily responsible for providing maintenance of the Retention Basin in accordance with the O&M Manual at the Association's sole cost.

4. **Maintenance Enforcement.** In the event the Association fails to perform its duties under the O&M Manual, City may serve written notice upon the Association setting forth the deficiencies in maintenance along with a demand that the deficiencies be cured within a stated reasonable time period. If, following such time period, City shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, City shall thereupon have the power and authority, but not the obligation, to enter upon the Retention Basin Real Property, or cause its agents or contractors to enter the Retention Basin Real Property to perform such obligation or take such corrective measures as reasonably found by City to be appropriate or necessary. The cost and expense of making and financing such actions by City, including notices by City and reasonable legal fees incurred by City, shall be paid by the Association within thirty (30) days of billing to the Association.

5. **Reservations.** The easement created by this Agreement is subject to a general reservation and right in HFLP to use any portion of land above, below or around the Retention Basin Real Property so long as such use does not unreasonably interfere with the Association or City's use of the Retention Basin Real Property for the purposes set forth herein.

6. **Indemnity.** The Association, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless City and City's elected officials, agents, and employees from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system that is the subject of this Agreement.

7. **Default.** In the event any party fails to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by a party or by any successor or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction. A waiver of any default by any party of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies or apply to any subsequent breach of any such or other covenants and conditions. In the event the performance of any obligation to be performed hereunder by any party is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

**B. Miscellaneous.**

(a) **Notices.** Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or one (1) day after deposit with a nationally recognized air carrier providing next day delivery, addressed as follows:

To City: City of Boise Public Works Department  
P.O. Box 500  
Boise City Hall  
Boise, Idaho 83701-0500

With a copy to: Robert C. Lockward  
P.O. Box 500  
Office of the City Attorney  
Boise, Idaho 83701-0500

To HFLP: Harris Family Limited Partnership  
c/o Douglas E. Fowler  
4940 E. Mill Station Dr., Suite 101B  
Boise, Idaho 83716

With copy to: T. Hethe Clark  
Spink Butler, LLP  
251 E. Front St., Suite 200  
P.O. Box 639  
Boise, Idaho 83701

To BVD: Barber Valley Development, Inc.  
c/o Douglas E. Fowler  
4940 E. Mill Station Dr., Suite 101B  
Boise, Idaho 83716

With copy to: T. Hethe Clark  
Spink Butler, LLP  
251 E. Front St., Suite 200  
P.O. Box 639  
Boise, Idaho 83701

To Association: Harris Ranch Master Owners Association, Inc.  
6149 E. Meeker Place, Suite 150  
Boise, Idaho 83716

or at such other address, or facsimile number, or to such other party that any party entitled to receive notice hereunder designates to the other in writing as provided above.

(b) **Time is of the Essence.** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, 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.

(c) **Binding upon Successors.** All provisions of this Agreement, including the benefits and burdens hereof, run with the land and are binding upon and inure to the benefit of the parties, and the respective heirs, assigns, successors, and personal representatives of the parties.

(d) **Final Agreement.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and there are no promises, agreements, conditions, or understanding, either oral or written, express or implied, between the parties, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

(e) **Invalid Provisions.** If any provision of this Agreement is held not valid, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.

(f) **Eminent Domain.** In the event that any part of the Retention Basin Real Property shall be taken by eminent domain or any similar authority of law, the award for the value of the

land, buildings, and/or improvements so taken shall be apportioned among HFLP, or to its mortgagees or tenants, as their interests may appear, and City in accordance with the value of their respective interests in the part of the Retention Basin Real Property subject to such taking.

(g) **Compatibility.** This Agreement is intended to be supplemental to all other local, City, State, and Federal Code requirements, rules, and regulations. Provided, however, that to the extent this Agreement conflicts with any provision of the Boise City Code, this Agreement shall prevail to the extent permitted by law.

(h) **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

(i) **Relationship of the Parties.** It is hereby specifically understood and acknowledged that none of the parties will be deemed an agent of any other party for any purpose whatsoever.

(j) **Force Majeure.** In the event of changed conditions, changes in State or Federal laws or regulations, inclement weather, delays due to strikes, inability to obtain materials, civil commotion, fire, acts of God, or other circumstances that substantially interfere with the ability of either party to perform its obligations under this Agreement, the parties agree to bargain in good faith to modify such obligations to allow the construction and installation of the Improvements to proceed as planned to the extent practicable.

(k) **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement.

[end of text – signatures on following page]


IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice, and statutory requirements having been fulfilled.

CITY:

CITY OF BOISE CITY,  
an Idaho municipal corporation

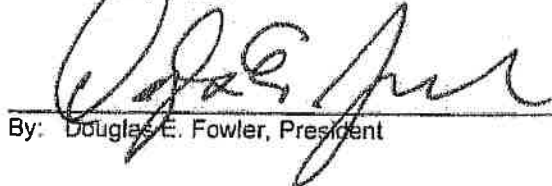


\_\_\_\_\_

  
Attest: \_\_\_\_\_, City Clerk

BVD:

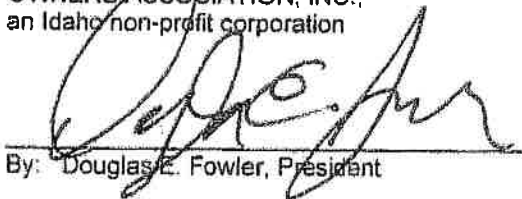
BARBER VALLEY DEVELOPMENT, INC.,  
an Idaho corporation



By: Douglas E. Fowler, President

ASSOCIATION:

HARRIS RANCH MASTER  
OWNERS ASSOCIATION, INC.,  
an Idaho non-profit corporation




By: Douglas E. Fowler, President

HFLP:

HARRIS FAMILY LIMITED PARTNERSHIP,  
an Idaho limited partnership

By: Harris Management Company, LLC  
Its: General Partner



\_\_\_\_\_

Brian R. Harris, Manager



\_\_\_\_\_

Mildred H. Davis, Manager



\_\_\_\_\_

Felicia H. Burkhalter, Manager

**Schedule of Exhibits**

Exhibit A: Depiction of Retention Basin Real Property

[notary acknowledgments on following page]



EXHIBIT "A"

March 7, 2017

Retention Sediment Basin Easement

Description For  
CITY OF BOISE

A portion of the Northeast 1/4 of the Southwest 1/4 of Section 20, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

Commencing at the Southwest corner of said Section 20 from which the West 1/4 corner of said Section 20 bears North 00°23'50" East, 2644.40 feet; Thence North 37°27'23" East, 2467.95 feet to the intersection with the northerly right-of-way line of East Barber Drive, said point being the **REAL POINT OF BEGINNING**;

Thence North 22°46'15" West, 28.57 feet;

Thence South 65°19'19" West, 12.78 feet;

Thence North 66°03'01" West, 52.71 feet;

Thence North 07°40'48" East, 84.87 feet;

Thence South 87°41'48" East, 30.13 feet;

Thence North 07°49'52" East, 31.44 feet;

Thence North 16°48'25" West, 73.25 feet;

Thence North 10°55'50" East, 74.60 feet;

Thence North 18°21'14" East, 112.33 feet;

Thence North 35°19'14" West, 68.82 feet;

Thence North 10°43'19" East, 59.63 feet;

Thence North 51°54'13" East, 81.36 feet;

Thence South 23°51'29" East, 63.50 feet;

Thence South 18°49'42" East, 114.82 feet;

Thence South 49°41'10" East, 39.74 feet;

Thence South 30°09'14" East, 17.57 feet;

Thence South 12°45'43" East, 39.21 feet;

Thence South 00°06'23" East, 112.99 feet;

Thence South 11°27'17" West, 131.40 feet;

Thence South 21°01'22" West, 28.17 feet;

Thence South 30°38'02" West, 27.90 feet;

Thence South 12°10'38" West, 43.29 feet;

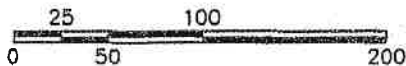
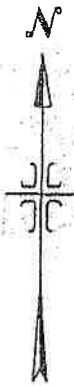
Thence South 15°50'24" East, 24.39 feet;

Thence South 10°00'57" West, 9.84 feet to the intersection with said northerly right-of-way line;

Thence along said northerly right-of-way line North 66°03'01" West, 103.60 feet to the REAL POINT OF BEGINNING.

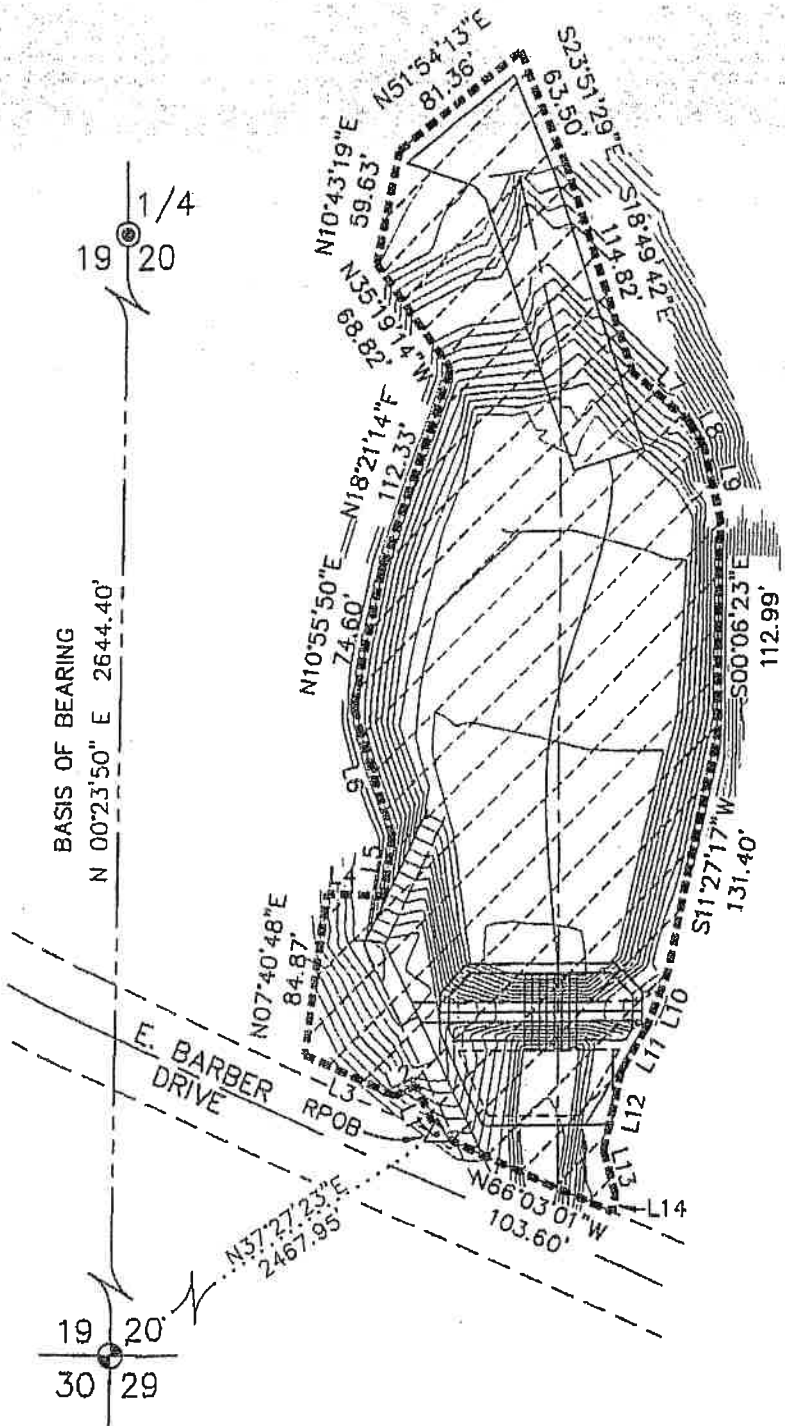
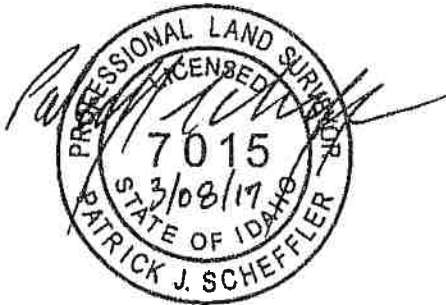


# EXHIBIT "B"



SCALE: 1" = 100'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 22°46'15" W	28.57'
L2	S 65°19'19" W	12.78'
L3	N 66°03'01" W	52.71'
L4	S 87°41'48" E	30.13'
L5	N 07°49'52" E	31.44'
L6	N 16°48'25" W	73.25'
L7	S 49°41'10" E	39.74'
L8	S 30°09'14" E	17.57'
L9	S 12°45'43" E	39.21'
L10	S 21°01'22" W	28.17'
L11	S 30°38'02" W	27.90'
L12	S 12°10'38" W	43.29'
L13	S 15°50'24" E	24.39'
L14	S 10°00'57" W	9.84'



**IDAHO SURVEY GROUP, P.C.**  
 1450 E. WATERTOWER ST.  
 SUITE 130  
 MERIDIAN, IDAHO 83842  
 (208) 840-8570

**SEDIMENT RETENTION BASIN EASEMENT**  
**EXHIBIT DRAWING FOR**  
**CITY OF BOISE**

LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 20,  
 T.3N., R.3E., B.M., CITY OF BOISE, ADA COUNTY, IDAHO

JOB NO.  
16-136

SHEET NO.  
1

DWG. DATE  
03-07-17

## GO19-2(4)

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.500 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	01/12/2016	328,510.23	1		
2 Rate Change	12/15/2016	Rate: 5.750 %		Rate Period: Annual	
3 Rate Change	03/16/2017	Rate: 6.000 %		Rate Period: Annual	
4 Rate Change	06/15/2017	Rate: 6.250 %		Rate Period: Annual	
5 Rate Change	12/14/2017	Rate: 6.500 %		Rate Period: Annual	
6 Rate Change	03/22/2018	Rate: 6.750 %		Rate Period: Annual	
7 Rate Change	06/14/2018	Rate: 7.000 %		Rate Period: Annual	
8 Rate Change	09/27/2018	Rate: 7.250 %		Rate Period: Annual	
9 Rate Change	12/20/2018	Rate: 7.500 %		Rate Period: Annual	
10 Rate Change	07/31/2019	Rate: 7.250 %		Rate Period: Annual	
11 Rate Change	09/18/2019	Rate: 7.000 %		Rate Period: Annual	
12 Payment	10/04/2019	328,510.23	1		
Principal First Allocation					

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
						Interest	Principal	
Loan	01/12/2016		0.00	0.00	0.00	0.00	328,510.23	328,510.23
Rate	12/15/2016		16,731.52	0.00	0.00	16,731.52	328,510.23	345,241.75
	12/15/2016	Rate: 5.750 %						
			Rate Period: Annual					
2016 Totals		0.00	16,731.52	0.00	0.00			
Rate	03/16/2017		4,709.40	0.00	0.00	21,440.92	328,510.23	349,951.15
	03/16/2017	Rate: 6.000 %						
			Rate Period: Annual					
Rate	06/15/2017		4,914.15	0.00	0.00	26,355.07	328,510.23	354,865.30
	06/15/2017	Rate: 6.250 %						
			Rate Period: Annual					
Rate	12/14/2017		10,237.82	0.00	0.00	36,592.89	328,510.23	365,103.12
	12/14/2017	Rate: 6.500 %						
			Rate Period: Annual					
2017 Totals		0.00	19,861.37	0.00	0.00			
Rate	03/22/2018		5,733.18	0.00	0.00	42,326.07	328,510.23	370,836.30
	03/22/2018	Rate: 6.750 %						
			Rate Period: Annual					
Rate	06/14/2018		5,103.16	0.00	0.00	47,429.23	328,510.23	375,939.46
	06/14/2018	Rate: 7.000 %						
			Rate Period: Annual					
Rate	09/27/2018		6,615.21	0.00	0.00	54,044.44	328,510.23	382,554.67
	09/27/2018	Rate: 7.250 %						
			Rate Period: Annual					
Rate	12/20/2018		5,481.17	0.00	0.00	59,525.61	328,510.23	388,035.84
	12/20/2018	Rate: 7.500 %						
			Rate Period: Annual					
2018 Totals		0.00	22,932.72	0.00	0.00			
Rate	07/31/2019		15,052.97	0.00	0.00	74,578.58	328,510.23	403,088.81
	07/31/2019	Rate: 7.250 %						
			Rate Period: Annual					
Rate	09/18/2019		3,197.35	0.00	0.00	77,775.93	328,510.23	406,286.16
	09/18/2019	Rate: 7.000 %						
			Rate Period: Annual					
1	10/04/2019	328,510.23	1,008.03	0.00	328,510.23	78,783.96	0.00	78,783.96
2019 Totals		328,510.23	19,258.35	0.00	328,510.23			

GO19-2(4)

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
					Interest	Principal	
Grand Totals	328,510.23	78,783.96	0.00	328,510.23			

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GO19-2(4)

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An open balance of 78,783.96 still remains.



Kent Goldthorpe, President  
Paul Woods, Vice President  
Rebecca W. Arnold, Commissioner  
Sara M. Baker, Commissioner  
Jim D. Hansen, Commissioner

January 26, 2016

To: **Barber Valley Development Inc.**  
4940 E Mill Station Dr., Ste 101B  
Boise, ID 83716

Re: **DHE Warm Springs Bypass**  
Project (Trakit) No. **SUBP14-0291**  
Acceptance for Maintenance

You are hereby advised that construction of the public street improvements required of **DHE Warm Springs Bypass** have been inspected by District personnel and said work has been satisfactorily completed to District Standards and the approved plans.

The Ada County Highway District hereby accepts the public street improvements constructed with **DHE Warm Springs Bypass** for public maintenance.

An Inspection Deposit in the amount of \$20,000 was provided prior to construction, with a total of \$19,448.62 being charged for inspection costs. The balance of **\$551.38** is due the applicant under the terms of the inspection agreement and has been refunded with this letter.

This acceptance date of **January 12, 2016** is the date of commencement of all warranties and guarantees for the 24-month period stipulated in the **subdivision construction permit**.

If you have any questions or concerns, please contact me at 208/387-6186.

Regards,

*Jeanne Gage*  
Development Review

cc: Sherwin Pestka, ACHD Accounting  
Ana Osborn, ACHD Accounting  
Dennis Meredith, ACHD Development Services  
Gail Jorgenson, ACHD GIS Services  
Len Grady & Dennis Klein, ACHD Pavement Management  
Greg Fullerton & Scott Forrey, ACHD Utilities  
Darrin Carroll & Matt Degen, ACHD Design