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
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for
ACCRUED INTEREST ON REIMBURSED CID PROJECTS

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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

[Signature]

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
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**March 15, 2020**

(The Current U.S. Prime Rate)

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.
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<table>
<thead>
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<th>Date (Month)</th>
<th>Rate (%)</th>
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</table>

**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 at 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
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<th>Project Name</th>
<th>ID #/Naming per City</th>
<th>Completion Date of Project</th>
<th>Description/Reference for Date of Completion</th>
<th>Reimbursement Total</th>
<th>Date of Reimbursement Received</th>
<th>Date Interest Accrued Calculated Through</th>
<th>Total Interest Due</th>
<th>Interest Amount Reimbursed</th>
<th>Accrued Interest Balance Due</th>
<th>Reimbursement Source</th>
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GO13-5

Rate Period ................. : Annual

Nominal Annual Rate .... : 5.250%

CASH FLOW DATA

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Principal First Allocation

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

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</table>
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

RIGHT-OF-WAY EASEMENT

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

On this ___ day of ________, 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;

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
(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: [Signature]
Print Name: Angela Wood
Title: Leader, Lands & Right-of-Way Department
Date: May 11, 2012

GRANTEE:

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

By: [Signature]
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
Grant of Right-of-Way Easement to
Ada County Highway District - A Portion of East Warm Springs Avenue Parkway at Harris Ranch
IDaho Power Company Acknowledgment

STATE OF IDAHO

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

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
STATE OF IDAHO                      )
COUNTY OF Ada                     ) ss.

I, ___________ Breann Shearer     (Notary’s Name), a Notary Public, do
hereby certify that on this 22nd day of May, 2012,
personally appeared before me Gary Inslem, 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)

[Signature]

Breann Shearer
Notary Public
My Commission Expires on: July 19, 2013

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
EXHIBIT A

Page 1 of 3

DESCRIPTION OF ACHD FUTURE EAST WARM SPRINGS AVENUE PARKWAY

[Refer to attached legal description.]
Parcel 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 514.80 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°08'45" 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;
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°34'43", and a long chord which bears North 59°02'52" West, a distance of 132.67 feet;

Thence departing said curved northerly right-of-way line South 69°28'40" East, 121.74 feet to the REAL POINT OF BEGINNING. Containing 1,417 square feet, more or less.
Idaho Power Company

856-999-X00001-143908 lands dept.

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Idaho Power Company

IntermountainComm. 856-999-X00001-143908 lands dept.

4/10/2012

33,000.00

IntermountainComm. 856-999-X00001-143908 lands dept.

33,000.00
GO13-7

Rate Period ................. : Annual
Nominal Annual Rate .... : 5.250%

CASH FLOW DATA

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<th>Period</th>
<th>End Date</th>
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Principal First Allocation

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

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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,

[Signature]

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 River Ridge (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.

Sarah Martz
Notary Public for Idaho, Residing at Boise
Commission Expires 11/10/17
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Survey
15G
Riviere de
Engineering
Barber Road - Design & Surveying
GO13-8

Rate Period .................. : Annual
Nominal Annual Rate ....... : 5.250 %

CASH FLOW DATA

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Principal First Allocation

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Payment</th>
<th>Interest Accrued</th>
<th>Interest Paid</th>
<th>Principal Paid</th>
<th>Interest</th>
<th>Balance Due Principal</th>
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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 preformed 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 RiverRidge (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, 2013.

Sarah Marty
Notary Public for Idaho, Residing at Boise
Commission Expires 11/10/17
<table>
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<tr>
<th>Project Name</th>
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<th>Document Referenced</th>
<th>Reimbursement Total</th>
<th>Date CID Reimbursement Received</th>
<th>Total Interest Due</th>
<th>Interest Amount Reimbursed</th>
<th>Accrued Interest Balance Due</th>
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<tr>
<td>Warm Springs Segment C 3rd Reimbursement</td>
<td>GO15B-1 Interest</td>
<td>11/2/2009</td>
<td>Knife River Final Invoice &amp; Payment w/ Cashiers Check Agreement No. 8420 Ada</td>
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<td>Deflection Berm</td>
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GO15B-1

Rate Period : Annual
Nominal Annual Rate : 5.250%

CASH FLOW DATA

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<th>Amount</th>
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<th>End Date</th>
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Principal First Allocation

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

<table>
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<tr>
<th>Date</th>
<th>Payment</th>
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<th>Principal Paid</th>
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An open balance of 12,246.15 still remains.
Official Check

Date: 11/02/09

Remitter: HARRIS FAMILY LIMITED PARTNERSHIP

Pay

Exactly **$852,438 AND 41/100 DOLLARS

$852,438.41

To the Order Of: KNIFE RIVER

drawer: INTERMOUNTAIN COMMUNITY BANK

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 0176 MINNEAPOLIS, MN 55401
GRANDE PREFERRED BANK, LOS ANGELES, CA
OFFICIAL CHECK

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
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**Total Original Amount:** $10,390.00

**Total Cost:**

- **1st Cost:** $10,390.00
- **2nd Cost:** $10,390.00
- **3rd Cost:** $10,390.00
- **4th Cost:** $10,390.00

**Grand Total:** $41,560.00

---

**Boise ID 38716**

**49 & Mill Station**

**Harriss Family Limited Partnership**

**Customer:**

---

**Knife River**

---

**Southern Idaho Division**
<table>
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| Total Payments Received to Date: | $0.00 |
| Total Amount Billed to Date: | $419,048.86 |
| Current Invoices: | $64,000.00 |
| Previous Invoices: | $355,044.42 |

Total Invoice Amount:

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Boise ID 83716
4340 E Mall St.
Harriss Family Limited Partnership

Customer: 434898

Phone: 208-362-6199
Fax: 208-362-6162
Boise, Idaho 83709
5560 W Grove Road

Southern Idaho Division

Knife River Corporation
GO15B-5

Rate Period: Annual
Nominal Annual Rate: 6.000%

CASH FLOW DATA

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

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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 4th 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 appurtenants, 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 benefited 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 and 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., 3rd 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 83715

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: [Signature]
    Felicia H. Burkhalter, Manager

STATE OF IDAHO

County of Ada

On this __ 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.

[Signature]
Notary Public for Idaho
Residing at ____________
My commission expires November 10, 2011
HARRIS FAMILY

Harris Family Limited Partnership
An Idaho limited partnership

By: /\ildred H. Davis, Manager

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 2012
HARRIS FAMILY

Harris Family Limited Partnership
An Idaho limited partnership

By: [Signature]
Brian Randolph Harris, Manager

STATE OF IDAHO
County of Ada

On this 3rd 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.

[Notary Seal]

Sarah Martz
Notary Public for Idaho
Residing at Boise, ID
HARRIS FAMILY

Harris Family Limited Partnership
An Idaho limited partnership

By:  
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 Pease, ID
My commission expires November 10, 2011
HARRIS/BRIGHTON

Harris/Brighton, LLC

By: ____________________________
    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.

Amanda K. Schaus
Notary Public for Idaho
Residing at Boise, ID
My commission expires 1.24.11

WRITTEN AGREEMENT BETWEEN ADA COUNTY AND HARRIS FAMILY LIMITED PARTNERSHIP AND HARRIS/BRIGHTON, LLC FOR EXCHANGE OF PROPERTY – PAGE 26
HARRIS/BRIGHTON

Harris/Brighton, LLC

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

STATE OF IDAHO )
 ) ss.
County of Ada )

On this 3rd day of November, 2012, before me, Sarah Marty, 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 Marty
Notary Public for Idaho
Residing at Boise, ID
My commission expires November 10, 2014
HARRIS/BRIGHTON

Harris/Brighton, LLC

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

STATE OF IDAHO  

County of Ada  

On this 3rd 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.

[Signature]
Notary Public for Idaho
Residing at Boise, ID
My commission expires November 18, 2011
STATE OF IDAHO
County of Ada

On this 2 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
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°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°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°23'00" East 511.98 feet to a point on the southerly boundary line of the old railroad right of way;

Thence South 64°00'54" East 11.40 feet along the said southerly railroad right of way to the INITIAL POINT of this description.

Thence North 25°58'46" East 100.00 to a point on the northerly line of said railroad right of way;

Thence South 64°00'54" East 1637.04 feet along the northerly line of said railroad right of way to a point;

Thence South 00°16'45" West 110.98 feet to a point on the southerly line of the said railroad right of way;

Thence North 64°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 of 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 (NE¼) 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 (¼) Corner of said section; thence following the arc of a two (2°) 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 SE¼NW¼ 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 SE¼NW¼ 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° 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 non-tangent curve concave southwesterly, having a radius of 1382.7 feet;

thence southeasterly along said curve, having a long chord that bears S. 46° 47' 01" E., a distance of 116.10 feet, through a central angle of 4° 49' 44", a distance of 116.13 feet, more or less, to said north-south centerline of Section 29;

thence N. 0° 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.
Rate Period ................ : Annual
Nominal Annual Rate .... : 5.250 %

CASH FLOW DATA

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

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January 9, 2015

Regulatory Division

SUBJECT: NWW-2008-141-B03, Dallas Harris Ranch Estates, Phase 1, 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 43.57591, 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 1, 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/Forest 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 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-B01, Dallas Harris Ranch Estates, as of this date."

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

Regards,

[Signature]

Karl Gebhardt, P.E., P.H.
Resource System Inc.
Rate Period: Annual
Nominal Annual Rate: 5.250%

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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@adeweb.net
    Sherwin Peetka, 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 %

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Principal First Allocation

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Customer:
442253
HARRIS FAMILY LIMITED PARTNERSHIP
4940 E MILL STATION
RC955 ID 95779

Invoice Date:
06/29/11

HARRIS RANCH CONTAMINATED FUEL CLEANUP

Contract No: 7624
Project No: 2986012
Invoice No: 16553

Bill From: 06/01/11
Bill To: 08/21/11

Pre-previous Invoices: 0
Current Invoices: 0
Total Amount Billed to Date: 19,993.40
Total Payments Received to Date: 0
Total: Outstanding 19,993.40

1. 727671 CAT 335 EXCAVATOR 3.00 HR 150.00 450.00 0.00 0.00 150.00
2. 727671 CAT 335 FRONT LOADER 0.50 HR 295.00 147.50 0.00 0.00 295.00
3. 727671 CAT 335 EXCAVATOR 3.00 HR 150.00 450.00 0.00 0.00 150.00
4. 727671 CAT 335 EXCAVATOR 0.50 HR 127.00 63.50 0.00 0.00 127.00
5. 727671 CAT 335 EXCAVATOR 3.00 HR 150.00 450.00 0.00 0.00 150.00
6. 727671 CAT 335 EXCAVATOR 0.50 HR 127.00 63.50 0.00 0.00 127.00
7. 727671 CAT 335 EXCAVATOR 3.00 HR 150.00 450.00 0.00 0.00 150.00
8. 727671 Haul Off 1,522.00 CY

Total Original Amount:

Subtotal Amount:

Total Invoice Amount:

VOLUME: 1,522.00 CY

Total: 1,993.40

016 CHAIN @ 3,747.00
HALFF @ 16,250.40

FUEL CLEANUP

J. COUX
9.1.11

016 & CHAIN @ 3,747.00
HALFF @ 16,250.40
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4940 E MILL STATION  
BOISE ID 83716

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**Contaminated Soil**  
**Fuel Spill**  
**OLD MILL SITE**  
**Final Bill**  
**Backfill of Hole**

Sub Total: 2,075.50

Fuel Clean Up  
Backfill  
JCOOKIN 11.27.11
GO15B-9

Rate Period ............... : Annual

Nominal Annual Rate .... : 5.250 %

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Principal First Allocation

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<td>Balance Due</td>
<td>Discount</td>
</tr>
<tr>
<td>----------</td>
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<td>--------------</td>
<td>-------------</td>
<td>----------</td>
</tr>
<tr>
<td>11/3/2014</td>
<td>Bill</td>
<td>Intermountain Comm. 27356/48 BNL line relocation</td>
<td>411,223.00</td>
<td>411,223.00</td>
<td></td>
</tr>
</tbody>
</table>

For the Idaho Power account:

<table>
<thead>
<tr>
<th>Date</th>
<th>Type</th>
<th>Reference</th>
<th>Original Amt</th>
<th>Balance Due</th>
<th>Discount</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/3/2014</td>
<td>Bill</td>
<td></td>
<td>411,223.00</td>
<td>411,223.00</td>
<td></td>
<td>411,223.00</td>
</tr>
</tbody>
</table>
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):

<table>
<thead>
<tr>
<th>Description</th>
<th>Work Order #</th>
<th>Payment Amount</th>
<th>Balance Owning</th>
</tr>
</thead>
<tbody>
<tr>
<td>E Warm Springame</td>
<td>27398349 WORK ORDER</td>
<td>$411,223.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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.

PO BOX 70
BOISE, ID 83707

(208) 388-2323 (Treasure Valley)
<table>
<thead>
<tr>
<th>TE</th>
<th>INVOICE NO.</th>
<th>PAYMENT AMT</th>
<th>CUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>J9/15</td>
<td>273984490115160</td>
<td>$35,247.00</td>
<td>USD</td>
</tr>
</tbody>
</table>

Payt Comments:

- LN EX REF 30.273984499
- TOTAL FOR CHECK 0001518784
- $35247.00

Job # 27398449 refund
<table>
<thead>
<tr>
<th>Line Installation Cost</th>
<th>Prepaid Fees</th>
<th>Debit</th>
<th>Credit</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Line Installation/Upgrade Costs</td>
<td>16,183</td>
<td></td>
<td>12,752</td>
<td></td>
</tr>
<tr>
<td>2. Company Betterment / Other Credits</td>
<td></td>
<td></td>
<td>224</td>
<td></td>
</tr>
<tr>
<td>3. Salvage IPCC - Credit</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>4. Customer Provided Trench</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>5. Net Line Installation Cost</td>
<td></td>
<td></td>
<td></td>
<td>3,167</td>
</tr>
<tr>
<td>Terminal Facilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Terminal Facilities</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>7. Customer Allowance</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>8. Salvage Term Credit</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>9. Net Terminal Facilities</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>10. Unusual Conditions</td>
<td></td>
<td></td>
<td>35,247</td>
<td></td>
</tr>
<tr>
<td>11. Bank Letter of Credit (Only for Unusual Conditions over $10,000)</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>12. Not Construction Cost</td>
<td></td>
<td></td>
<td></td>
<td>36,444</td>
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<tr>
<td>13. Net Vested OR Refundable Construction Cost (Limited to 5 years or 4 additional applicants)</td>
<td></td>
<td></td>
<td></td>
<td>36,247</td>
</tr>
<tr>
<td>14. Construction Cost Not Available for Vesting or Refund</td>
<td></td>
<td></td>
<td></td>
<td>3,167</td>
</tr>
<tr>
<td>Other Charges</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Vested Interest Work Order #</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>16. Billable Permits</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>17. Prepaid Permits</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>18. Billable Engineering Charges</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>19. Prepaid Engineering Charges</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>20. Underground Service Attachment Charge</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>21. Relocation or removal with new capacity</td>
<td></td>
<td></td>
<td>400</td>
<td></td>
</tr>
<tr>
<td>22. Relocation or removal with NO new capacity</td>
<td></td>
<td></td>
<td>372,408</td>
<td></td>
</tr>
<tr>
<td>23. Salvage Credit Relocation</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>24. Miscellaneous Charges/Adjustments</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>25. Net Other Charges</td>
<td></td>
<td></td>
<td></td>
<td>372,808</td>
</tr>
<tr>
<td>26. Total Work Order Charges</td>
<td></td>
<td>424,209</td>
<td>12,000</td>
<td>436,209</td>
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<tr>
<td>27. Idaho Power Co. Contribution &amp; Other Credits</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>28. Total Customer Payment Due (Line 12 + Line 25)</td>
<td></td>
<td></td>
<td></td>
<td>411,223</td>
</tr>
</tbody>
</table>

Customer signature is required on Page 2 of this document.
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 officers, 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 Company, 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 commenced.

NA (Customer Initials) The customer acknowledges receipt of the reduced quote on line 2 and a copy is also available at IdahoPower.com.

Customer Signature X /\_

IPCo Representative X /\_

Quotation Date X 10/31/14
Idaho Power Company
Service Request

Service Request Number: 00353099
BARBER VALLEY DEVELOPMENT LLC -OH TO DG 34.5kV LINE WARM SPRINGS

Work Order Number:
Request Type: RL

Eng Hours:
Eng Fee Amount(Amt58):
Eng Fee Amount(Amt66):
Eng Fee Service Agreement No:
Eng Fee Service Agreement Date:
Customer No:

Funder: EKRT42A
Service Location: E WARM SPRING AVE BOISE, ID 83710
Required in Service Date: 8/31/2014
Planning Center/Town: EBIC

Contact Details:
CUST BARBER VALLEY DEVELOPMENT-JIM 4946 e mill statten dr., BOISE ID 83716

IPCO ZAC WALKER

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

Notes:
doing overhead line along E Warm Springs and putting utg. 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: [Signature]
Date: [Date]

Idaho Power Representative Signature: [Signature]
Date: [Date]
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.

   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 of burial depths of above-ground equipment, below-ground equipment, cable, or conduit.

   This Memorandum of Understanding is accepted by:

   [Signature]
   Date 10/3/14

   [Signature]
   Date 2/7/14
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: [Signature]

Date: 10/03/14
**BARBER VALLEY DEVELOPMENT, INC.**

**Idaho Power**

<table>
<thead>
<tr>
<th>Date</th>
<th>Type</th>
<th>Reference</th>
<th>Original Amt</th>
<th>Balance Due</th>
<th>Discount</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/3/2014</td>
<td>Bill</td>
<td>273306449 DVO line relocation</td>
<td>411,223.00</td>
<td>411,223.00</td>
<td>0.00</td>
<td>411,223.00</td>
</tr>
</tbody>
</table>

**Memo:**

- 2908
- 273306449 DVO line relocation

**BARBER VALLEY DEVELOPMENT, INC.**

**Idaho Power**

<table>
<thead>
<tr>
<th>Date</th>
<th>Type</th>
<th>Reference</th>
<th>Original Amt</th>
<th>Balance Due</th>
<th>Discount</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/3/2014</td>
<td>Bill</td>
<td>Intermountain Comm. 273306449 DVO line relocation</td>
<td>411,223.00</td>
<td>411,223.00</td>
<td>0.00</td>
<td>411,223.00</td>
</tr>
</tbody>
</table>
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):

<table>
<thead>
<tr>
<th>Description/Work Order #</th>
<th>Payment Amount</th>
<th>Balance Owing</th>
</tr>
</thead>
<tbody>
<tr>
<td>B/WARM SPRING AVE Work Order: 27398449 WORK ORDER</td>
<td>$411,223.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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.
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Naming Per City</th>
<th>Completion Date</th>
<th>Document Referenced</th>
<th>Reimbursement Total</th>
<th>Date CID Reimbursement Received</th>
<th>Total Interest Due</th>
<th>Interest Amount Reimbursed</th>
<th>Accrued Interest Balance Due</th>
<th>Reimbursement Source</th>
<th>Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Idaho Power Connect to Fire Station 1st Roundabout Construction (2nd Reimbursement)</td>
<td>GO06-1 Interest</td>
<td>8/26/2020</td>
<td>Work Order No, 2737408 ACH/ Acceptance for Maintenance</td>
<td>$29,226.00</td>
<td>9/2/2016</td>
<td>$9,291.84</td>
<td>$-</td>
<td>$-</td>
<td>Go Bond 2016-1</td>
<td>Barber Valley Development</td>
</tr>
<tr>
<td>1st Roundabout Construction (2nd Reimbursement)</td>
<td>GO06-2 Interest</td>
<td>8/18/2015</td>
<td>Maintenance ACH/ Acceptance for Maintenance</td>
<td>$308,144.93</td>
<td>9/2/2016</td>
<td>$17,456.63</td>
<td>$-</td>
<td>$-</td>
<td>Go Bond 2016-2</td>
<td>Development</td>
</tr>
<tr>
<td>1st Roundabout Design (2nd Reimbursement)</td>
<td>GO06-3 Interest</td>
<td>8/18/2015</td>
<td>Maintenance ACH/ Acceptance for Knife River Final Invoice &amp; Payment w/ Cashiers Check</td>
<td>$186,818.08</td>
<td>9/2/2016</td>
<td>$10,570.57</td>
<td>$-</td>
<td>$-</td>
<td>Go Bond 2016-3</td>
<td>Harris Family Limited Partnership</td>
</tr>
<tr>
<td>Barber Road Segment B</td>
<td>GO06-4 Interest</td>
<td>11/2/2006</td>
<td>Payment w/ Cashiers Check &amp; ACH/ Acceptance for Maintenance</td>
<td>$345,838.83</td>
<td>9/2/2016</td>
<td>$124,727.01</td>
<td>$-</td>
<td>$-</td>
<td>Go Bond 2016-4</td>
<td>Harris Family Limited Partnership</td>
</tr>
<tr>
<td>Warm Springs Bypass (1st Reimbursement)</td>
<td>GO06-5 Interest</td>
<td>1/12/2016</td>
<td>Maintenance</td>
<td>$347,780.97</td>
<td>9/2/2016</td>
<td>$12,262.84</td>
<td>$-</td>
<td>$-</td>
<td>Go Bond 2016-5</td>
<td>Barber Valley Development</td>
</tr>
</tbody>
</table>
GO16-1

Rate Period .............. : Annual

Nominal Annual Rate .... : 5.250 %

CASH FLOW DATA

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Amount</th>
<th>Number</th>
<th>Period</th>
<th>End Date</th>
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</thead>
<tbody>
<tr>
<td>1 Loan</td>
<td>08/26/2010</td>
<td>29,226.00</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Rate Change</td>
<td>12/17/2015</td>
<td>Rate: 5.500 %</td>
<td>Rate Period: Annual</td>
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<td></td>
</tr>
<tr>
<td>3 Payment</td>
<td>09/02/2016</td>
<td>29,226.00</td>
<td>1</td>
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</tbody>
</table>

Principal First Allocation

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Payment</th>
<th>Interest Accrued</th>
<th>Interest Paid</th>
<th>Principal Paid</th>
<th>Interest</th>
<th>Balance Due Principal</th>
<th>Total</th>
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<tbody>
<tr>
<td>Loan 08/26/2010</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>29,226.00</td>
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<td>2010 Totals</td>
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<td>Rate 12/17/2015</td>
<td>8,146.85</td>
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<td>0.00</td>
<td>0.00</td>
<td>8,146.85</td>
<td>29,226.00</td>
<td>37,372.85</td>
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<tr>
<td>12/17/2015 Rate: 5.500 % Rate Period: Annual</td>
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<td>2015 Totals</td>
<td>0.00</td>
<td>8,146.85</td>
<td>0.00</td>
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<tr>
<td>1 09/02/2016</td>
<td>29,226.00</td>
<td>1,145.02</td>
<td>0.00</td>
<td>29,226.00</td>
<td>9,291.87</td>
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<tr>
<td>2016 Totals</td>
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<td>1,145.02</td>
<td>0.00</td>
<td>29,226.00</td>
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<tr>
<td>Grand Totals</td>
<td>29,226.00</td>
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<td>0.00</td>
<td>29,226.00</td>
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<td></td>
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</table>
An open balance of 9,291.87 still remains.
### CUSTOMER COST QUOTE

**IDAHO**

<table>
<thead>
<tr>
<th>Customer or Project Name:</th>
<th>Design Number: 0000082903</th>
<th>Work Order #: 27327408</th>
</tr>
</thead>
</table>

#### Line Installation Cost
1. Line Installation/Upgrade Costs $12,569
2. Company Betterment 0
3. Salvage Taxable - Credit 0
4. Customer Provided Trench 0
5. **Net Line Installation Cost** 12,569

#### Terminal Facilities
6. Terminal Facilities 10,286
7. Customer Allowance 3,658
8. **Net Terminal Facilities** 6,628
9. Unusual Conditions 9,129
10. Bank Letter of Credit (Only for Unusual Conditions over $10,000) 0
11. Net Construction Cost 28,326
12. Net Vested OR Refundable Construction Cost (Limited to 5 years or 4 additional applicants) 19,184
13. Construction Cost Not Available for Vesting or Refund 9,142

#### Other Charges
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
24. **Net Other Charges** 0
25. Total Work Order Charges $32,884
26. Idaho Power Co. Contribution & Other Credits $3,658
27. Total Customer Payment Due (Line 11 + Line 24) $29,226

**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 [Signature] Date 8-17-10

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 [Signature] Quotation Date 8-10-10
Service Request Number: 00295979
HARRIS RANCH #2, FIRE STATION #15 ON WARM SPRINGS RD

Work Order Number: 27327408
Request Type: CS
Rate Sch.: 9
Reply By:

Feeder: EKRT42A
Service Location: WARM SPRINGS BOISE, ID
Required in Service Date: 7/30/2010
Planning Center/Team: EBIC

IPCO PAT CANTRELL

388-2048

Attribute Information
RES/COM
Service Voltage 120/208
Number of Phases 3
Things Motor Load
largest Motor
1 Phase KW Demand
3 Phase KW Demand
Connected KW Load
Commercial Deposit Amount
No. Of Meters 1
Ct Loc
Primary OH/UG
Service OH/UG
Srv Owner
Panel Amp Size 500

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

Idaho Power Representative Signature
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 [date] 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.

The Memorandum is agreed to by:

Customer's Signature

[Date: 8-18-10]

[Date: 8-10-10]

Idaho Power Company Representative
HARRIS RANCH FIRE STATION NO 15 SITE PLAN

BORE 198 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 PERMAULITE?

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

PRIMARY STUB

UNDERGROUND CABLE NOTES

<table>
<thead>
<tr>
<th>POINT NUMBER</th>
<th>STATION</th>
<th>CABLE SIZE</th>
<th>CABLE LENGTH</th>
<th>TRENCH LENGTH</th>
<th>DRAINAGE SIZE</th>
<th>CONDUIT LENGTH</th>
<th>COMPACTION LENGTH</th>
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<td>2</td>
<td>sect P2 to PT-2</td>
<td>1/4-3</td>
<td>665</td>
<td>651</td>
<td>1-4&quot;</td>
<td>651</td>
<td>180</td>
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<tr>
<td>3</td>
<td>PT-2 to STUB</td>
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<td></td>
<td>437</td>
<td>4&quot;</td>
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HARRIS RANCH #2, FIRE STATION #15 ON WARM SPRINGS RD

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

Surveyed or GPS: GPS

Feeder Map file name: EKRT4202

State ID: ADA

IDAHO POWER CO WORK ORDER MAP SCALE 1" = 250' 8.20.10

Designer: PDC9428

Date: 00000082903

Work Order: 27327408
Idaho Power

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

Idaho Power Company

power utility to Fire Station

Idaho Power

8/26/2010
29,226.00

Columbia/ICB-CHEC    power utility to Fire Station

8/26/2010
29,226.00
Rate Period: Annual
Nominal Annual Rate: 5.250%

CASH FLOW DATA

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Amount</th>
<th>Number</th>
<th>Period</th>
<th>End Date</th>
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<td>12/07/2015</td>
<td>Rate: 5.500 % Rate Period: Annual</td>
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<td></td>
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<tr>
<td>3 Payment</td>
<td>09/02/2016</td>
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Principal First Allocation

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

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<th>Interest Accrued</th>
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<th>Principal Paid</th>
<th>Interest</th>
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<td>0.00</td>
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<td>4,919.77</td>
<td>308,144.93 313,064.70</td>
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<tr>
<td>12/07/2015 Rate: 5.500 % Rate Period: Annual</td>
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<tr>
<td>2015 Totals</td>
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<td>0.00 17,456.63</td>
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<td>17,456.63</td>
<td>0.00</td>
<td>308,144.93</td>
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</tbody>
</table>
An open balance of 17,456.63 still remains.
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
    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

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<th>End Date</th>
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<tr>
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<tr>
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<td>3 Payment</td>
<td>09/02/2016</td>
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</table>

Principal First Allocation

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Payment</th>
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<th>Interest Paid</th>
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<th>Interest</th>
<th>Balance Due</th>
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<tr>
<td>Loan 08/18/2015</td>
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<td>0.00</td>
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<td>0.00</td>
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<tr>
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<td>Rate 12/17/2015</td>
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<td>Rate Period: Annual</td>
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<tr>
<td>2015 Totals</td>
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<tr>
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<td>186,818.08</td>
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</tr>
</tbody>
</table>
An open balance of 10,570.57 still remains.
October 23, 2015

To: Barber Valley Development Inc.
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   Boise, ID 83716

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    Darrin Carroll & Matt Degen, ACHD Design

File
Rate Period: Annual
Nominal Annual Rate: 5.250%

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<th>End Date</th>
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<tr>
<td>3 Payment</td>
<td>09/02/2016</td>
<td>345,838.83</td>
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</table>

Principal First Allocation

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<th>Interest Principal</th>
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<tr>
<td>2015 Totals</td>
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</tbody>
</table>
An open balance of $124,727.01 still remains.
Official Check

Date: 11/02/09

REMITTER       HARRIS FAMILY LIMITED PARTNERSHIP
PAY
TO THE ORDER OF     KNIFE RIVER

EXACTLY **852,438 AND 41/100 DOLLARS

$852,438.41

DRAWER: INTERMOUNTAIN COMMUNITY BANK
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
### Contractor's Application For Payment

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<tr>
<th>Change Order Summary</th>
<th>Additions</th>
<th>Deductions</th>
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<tbody>
<tr>
<td>Change Orders approved in previous months by owner</td>
<td>10,716.50</td>
<td>(15,853.25)</td>
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</tbody>
</table>

**Total this period:**

**Net Change by Change Orders**

(5,146.75)

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

---

**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

**Retainage**

5.0% of completed work

___% Stored Materials

**Total retainage**

382,944.90

**Total earned less retainage**

363,068.03

**Less previous certificates of payment**

362,044.90

**Current Sales Tax**

___% of taxable amount

**Current sales tax (this period)**

[Blank]

**Current payment due**

[Blank]

**Balance to finish, including retainage**

0.01

---

**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.

**Amount Certified:**

[Blank]

Architect:

[Signature]  
**Date:** 10/30/09

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.
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<th>C/O</th>
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<th>Units</th>
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### Southern Idaho Division

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

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**Total Original Amount:**  
$388,091.66

**Total INSTALL C-900 PVC BARBER RD:**  
$5,842.50

**Total INST DRAIN PIPE EXT WALL C & D:**  
$2,620.00

**Total CONCRETE CURBING WALL C:**  
$2,254.00

**Total B4 - DEDUCT PIT RUN IMPORT:**  
$15,863.25

**Subtotal Amount:**  
$382,944.91

---

**Job Description:**  
WARM SPRINGS REALIGN - SCHED B

**Cust Ref No:** WARM SPRING REALIGN SCH B

---

**Invoice No:** 10527  
**Invoice Date:** 10/29/09  
**Job No:** 5169  
**Appr No:** 5  
**Adjust No:**  
**Est Initials:**  

---

**Total:**  
(19,108.87)  
$19,108.87
Customer: 434896  
HARRIS FAMILY LIMITED PARTNERSHIP  
4940 E MILL STATION  
BOISE ID 83716

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Job Description: WARM SPRINGS REALIGN - SCHED B

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<th>WARM SPRING REALIGN S Chand B</th>
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| Code | Item | Description | Units | UM | Unit Price | Extension | Total Units | Total Billing | Previous Units | Previous Billing | Current Units | Current Billing |
|------|------|-------------|-------|----|------------|-----------|-------------|---------------|----------------|----------------|---------------|---------------|----------------|

Total Invoice Amount: $382,944.90

Previous Invoices: $363,068.03
Current Invoices: $19,876.87
Total Amount Billed to Date: $382,944.90
Total Payments Received to Date: $0.00

Total Outstanding: $382,944.90
Rate Period: Annual
Nominal Annual Rate: 5.500%

CASH FLOW DATA

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

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</table>
An open balance of 12,262.85 still remains.
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 Peetka, 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
GO17A-2

Rate Period : Annual
Nominal Annual Rate : 5.500 %

CASH FLOW DATA

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Principal First Allocation

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

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</table>
An open balance of 110,581.85 still remains.
January 26, 2016

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Boise, ID 83716

Re: DHE Warm Springs Bypass
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Acceptance for Maintenance

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Regards,

Jeanne Gage
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cc: Sherwin Pestka, ACHD Accounting
    Ana Goborn, 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
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GO18-2

Rate Period .......... : Annual
Nominal Annual Rate ... : 5.500 %

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Principal First Allocation

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

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Grand Totals | 289,712.85 | 47,661.72 | 0.00 | 289,712.85 |
An open balance of 47,661.72 still remains.
January 26, 2016

To: Barber Valley Development Inc.
    4840 E Mill Station Dr., Ste 101B
    Boise, ID 83716

Re: DHE Warm Springs Bypass
    Project (Trakti) 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
    Gall Jorgenson, ACHD GIS Services
    Len Greedy & Dennis Klein, ACHD Pavement Management
    Greg Fullerton & Scott Forrey, ACHD Utilities
    Darrin Carroll & Matt Degen, ACHD Design
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<th>Document Referenced</th>
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<th>Date CID</th>
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Rate Period ..............: Annual
Nominal Annual Rate ....: 6.000 %

CASH FLOW DATA

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Principal First Allocation

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

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<th>Payment</th>
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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
An open balance of 112,438.72 still remains.
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

© 2004-2019 LANGSTON & ASSOCIATES, INC.
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."1

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

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 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 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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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
GO19-1(2)

Rate Period : Annual
Nominal Annual Rate : 6.250 %

CASH FLOW DATA

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Principal First Allocation

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

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Grand Totals : 194,000.00 30,264.01 0.00 194,000.00
An open balance of 30,264.01 still remains.
SEDIMENT RETENTION BASIN EASEMENT AGREEMENT

THIS SEDIMENT RETENTION BASIN EASEMENT AGREEMENT (this "Agreement") is made and entered into this 1st day of March 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: Barbar 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: ____________________________
    City Clerk

BVD:

BARBER VALLEY DEVELOPMENT, INC.,
an Idaho corporation

By: Douglas E. Fowler, President

ASSOCIATION:

HARRIS RANCH MASTER
OWNERS ASSOCIATION, INC.,
an Idaho nonprofit corporation

By: Douglas E. Fowler, President

HFLP:

HARRIS FAMILY LIMITED PARTNERSHIP,
an Idaho limited partnership

By: Harris Management Company, LLC
    Its: General Partner

Brian T. 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
County of Ada

On this 15th day of June 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared ______________________, known or identified to me to be the ______________________ 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.

[Signature]

NOTARY PUBLIC FOR IDAHO
Residing at ______________________ ID
My Commission Expires ______________________

STATE OF IDAHO
County of Ada

On this 4th day of January 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared ______________________, known or identified to me to be the ______________________ of ______________________, the corporation that executed the within 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.

[Signature]

NOTARY PUBLIC FOR IDAHO
Residing at ______________________ ID
My Commission Expires ______________________

[Signature]

NOTARY PUBLIC FOR IDAHO
Residing at ______________________ ID
My Commission Expires ______________________

SEEDMENT RETENTION BASIN EASEMENT AGREEMENT - 6
STATE OF IDAHO

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.

[Signature]
Rebecca Yzaguirre
Notary Public
State of Idaho

[Signature]
Rebecca Yzaguirre
Notary Public
State of Idaho

[Signature]
Rebecca Yzaguirre
Notary Public
State of Idaho

SEEDMENT RETENTION BASIN EASEMENT AGREEMENT - 7
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.
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

© 2004-2019 LANGSTON & ASSOCIATES, INC.
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.
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.”

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, 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
CASH FLOW DATA

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Principal First Allocation

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

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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 SF x $2.00 per square foot = $1,456,733.00

Colliers International Idaho

Managing Owner
Colliers Boise Office
GO19-1(4)

Rate Period: Annual
Nominal Annual Rate: 7.500%

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Principal First Allocation

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

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MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT

This Master Perpetual Storm Water Drainage Easement ("Master Easement") shall be apportioned 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
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
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.

<table>
<thead>
<tr>
<th>Block SE5 Density</th>
<th>Land Use Designation</th>
<th>Highest &amp; Best Use</th>
<th>Acreage</th>
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<th>Land Use Designation</th>
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<td>High Density Residential</td>
<td>6.21</td>
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</tbody>
</table>

<table>
<thead>
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<th>Block NE12 Density</th>
<th>Land Use Designation</th>
<th>Highest &amp; Best Use</th>
<th>Acreage</th>
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</tbody>
</table>

**Total Acreage**: 17.75

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.”

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 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
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**Letter of Transmittal**

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**Assumptions & Limiting Conditions**
**Engagement Letter**
**Provided Information**
**Qualifications of the Appraiser**
EASEMENT AGREEMENT
(Warm Springs Creek)

THIS EASEMENT AGREEMENT (WARM SPRINGS CREEK) (this “Agreement”) is made and entered into this 20th 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. 2017-061355 (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:

EASEMENT AGREEMENT (Warm Springs Creek) - 1
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.

EASEMENT AGREEMENT (Warm Springs Creek) - 3
(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

Attest: Linda Lowry, Ex Officio-City Clerk

ASSOCIATION:

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

By: Douglas E. Fowler, President

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 29th day of March 20, 114, 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.

[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at
My Commission Expires 8-24-2021

STATE OF IDAHO  
                                      )  ss.  
County of Ada  

On this 19th 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.

[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires 10/30/2023

STATE OF IDAHO  
                                      )  ss.  
County of Ada  

On this 19th 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.

[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires 10/30/2023

EASEMENT AGREEMENT (Warm Springs Creek) - 6
STATE OF IDAHO

County of Ada

On this ___ day of December, 2018, before me, the undersigned, a Notary Public in and
for said State, personally appeared Felicia H. Burkholder, 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.

[Signature]
ANJANETTE SABIN
COMMISSION #2017-0841
NOTARY PUBLIC
STATE OF IDAHO

Residing at Meridian, ID
My Commission Expires 10/30/2023

STATE OF IDAHO

County of Ada

On this ___ 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.

[Signature]
ANJANETTE SABIN
COMMISSION #2017-0841
NOTARY PUBLIC
STATE OF IDAHO

Residing at Meridian, ID
My Commission Expires 10/30/2023

STATE OF IDAHO

County of Ada

On this ___ 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.

[Signature]
ANJANETTE SABIN
COMMISSION #2017-0841
NOTARY PUBLIC
STATE OF IDAHO

Residing at Meridian, ID
My Commission Expires 10/30/2023

EASEMENT AGREEMENT (Warm Springs Creek) - 7
EXHIBIT A

Legal Description and Depiction of Creek Relocation Real Property

[see following page]
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 1/4 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 Northwesterly right-of-way line of South Harris Ranch Road;

thence along said Northwesterly 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 Northwesterly right-of-way line of former Warm Springs Avenue;

thence leaving said Northwesterly 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
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 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;
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 Northwesterly 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.
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---

**Professional Land Surveyor**

CODY M. MCCAMMON

STATE OF IDAHO

**IDaho Survey Group, L.L.C.**

**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.34N, R.3E, B.M., Boise City, Ada County, Idaho

**Job No.** 16-115

**Sheet No.** 2 of 2

**Draw Date** 07-07-18
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

Summary of Operation & Maintenance Responsibilities for the Warm Springs Creek

Pages 2 - 4

Reduced Copies of Engineering Construction Drawings

Appendix A

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

Reporting Forms

Appendix 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
CONSTRUCTION PLANS
FOR THE
HARRIS RANCH CID NO. 1
RELOCATION OF WARM SPRINGS CREEK
ADA COUNTY, IDAHO
JANUARY, 2017

PLAN APPROVED
BOISE CITY PUBLIC WORKS
UPPERING DATE: 02/23/2017

Approved
13 drawings
6 documents

1. THERE WILL BE NO CONSTRUCTION FOR EITHER BID PACKAGE 1 OR 2 WITHIN THE CHCD 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, NOR 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.
APPENDIX B

INSPECTION FORMS
WARM SPRINGS CREEK
PRIVATE O&M
CORRECTIVE ACTION FORM

By: __________________________

Date: _________________________

Issues Requiring Corrective Action:
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

Follow Up:

By: __________________________

Date: _________________________

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
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.

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<td>2</td>
<td>Inspect channel and box culverts for buildup of sediments</td>
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<td>3</td>
<td>Inspect channel slopes for noxious weed presence</td>
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<td>Inspect Pond slopes for lack of vegetation and slope erosion</td>
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APPENDIX D

ASSOCIATED DOCUMENTS
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: NWWW-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.

[Signature]

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 16th day of April 2018.

DIRECTORS:

[Signatures]

Douglas E. Fowler, President

Mildred Davis, Vice President

Felicia Burkhalter, Secretary/Treasurer

BEING ALL OF THE DIRECTORS
OF THE CORPORATION

HARRIS RANCH MASTER OWNERS ASSOCIATION, INC.
UNANIMOUS CONSENT OF DIRECTORS IN LIEU OF SPECIAL MEETING
(Warm Springs Creek Maintenance – April 16, 2018)
HARRIS RANCH CID NO. 1
RELOCATION OF WARM SPRINGS CREEK
CROSS SECTIONS
STA: 29+50.00 TO 32+55.00
GO19-2(1)

Rate Period ............... : Annual

Nominal Annual Rate .... : 6.000 %

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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 5th 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 5th day of April, 2017.

ADA COUNTY HIGHWAY DISTRICT

By

Paul Woods, President

Sara Baker

Attest:

Bruce S. Wong, Director

State of Idaho       )
County of Ada       ) ss.

On this 5th 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, known 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.

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

Stacey L. Spencer
Notary Public for the State of Idaho
Residing at Boise, Idaho
My Commission expires August 13, 2019

Version: 5/20/08
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°58'35" 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°58'08" 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 28°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°16'13", and a long chord which bears South 54°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°10'13", and a long chord which bears South 66°05'58" East, a distance of 36.20 feet;

Thence South 64°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°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, 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°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, 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°33'45", and a long chord which bears South 38°58'57" East, a distance of 22.97 feet;

Thence South 64°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°10'59", and a long chord which bears South 71°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°23'24", and a long chord which bears South 55°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°46'51", and a long chord which bears South 54°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°14’24", and a long chord which bears South 66°08’03" East, a distance of 38.03 feet;

Thence South 64°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°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°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°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

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 8th, 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 21st, 22nd, & 29th, 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 11th day of APRIL, 2017.
ADA COUNTY HIGHWAY DISTRICT
BOARD OF COMMISSIONERS

By: 
Paul Woods, President

By: Aye via teleconference
Rebecca W. Arnold, Vice President

By: 
Kent Goldthorpe, Commissioner

By: 
Jim D. Hansen, Commissioner

By: 
Sara M. Baker, Commissioner

ATTEST:

Bruce S. Wong, Director

STATE OF IDAHO )
County of Ada ) ss.

On this 5th 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.

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

Stacey Spencer, 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.

Abandonment/Vacation and Exchange Resolution - page 4
(3/29/2010)
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
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°16'33" 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°16'13", and a long chord which bears South 54°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°10'13", and a long chord which bears South 66°05'58" East, a distance of 36.20 feet;

Thence South 64°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°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, 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°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, 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°33'45", and a long chord which bears South 38°58'57" East, a distance of 22.97 feet;

Thence South 64°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°10'59", and a long chord which bears South 71°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°23'24", and a long chord which bears South 55°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°46'51", and a long chord which bears South 54°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°14'24", and a long chord which bears South 66°08'03" East, a distance of 38.03 feet;

Thence South 64°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°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°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°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

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Principal First Allocation

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

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An open balance of 21,852.98 still remains.
## Customer Cost Quote

### Idaho Power

**Customer or Project Name:** BARBER VALLEY DEVELOPMENT LLC-END OF WISE WAY/BOIS

**Design Number:** 0000099359  
**Version:** 001  
**Work Order #:** 27392645

### Line Installation Cost

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### Total Work Order Charges

- **Total Work Order Charges:** $60,324
- **Idaho Power Co. Contribution & Other Credits:** $8,336
- **Total Customer Payment Due (Line 11 + Line 24):** $60,644

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*Customer signature is required on Page 2 of this document.

**Notes:**
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 gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

[Customer Initials] (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 been completed

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

Customer Signature X [Signature] Date X 9-16-13

IPCo Representative X [Signature] Quotation Date X 9-15-13
Duplicate Payment Receipt

ACCOUNT NUMBER: 213924451
CUSTOMER NAME: Boise Valley Development
SERVICE LOCATION: Boise

Employee #: HN34
Date: 9-20-13
Cash: □
Check #: 23K5

Amount Paid: $60,444.00

Arrangements:

Please remember—Presenting your original bill when making a payment will save your time and give us the opportunity to serve you better.
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:

<table>
<thead>
<tr>
<th>Description/Work Order</th>
<th>Payment Amount</th>
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<tbody>
<tr>
<td>WISE WAY Work Order 27392045 WORK ORDER: 27392045</td>
<td>$60,444.00</td>
<td>$0.00</td>
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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.

<table>
<thead>
<tr>
<th>IDAHO POWER</th>
<th>PO BOX 70</th>
<th>BOISE, ID 83707</th>
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<tr>
<td></td>
<td>(208) 388-2323 (Treasure Valley)</td>
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</table>
Barber Valley Development, Inc.
4940 E. Mill Station Drive, STE. 101-B
Boise, ID 83716

9/19/2013

To the

Idaho Power Company

$60,444.00

Sixty Thousand Four Hundred Forty-Four and 00/100 DOLLARS

Idaho Power Company

W0#27392645 Wise Way removal

[Handwritten Signature]
Rate Period: Annual

Nominal Annual Rate: 6.250%

### CASH FLOW DATA

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<th>Event</th>
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*Principal First Allocation*

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

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*Rate Period: Annual*

#### 2017 Totals

| Rate 03/22/2018 | 6,387.89  | 0.00             | 0.00          | 0.00           | 16,478.65          | 366,025.26  | 382,503.91|
| Rate 06/14/2018 | 5,685.93  | 0.00             | 0.00          | 0.00           | 22,164.58          | 366,025.26  | 388,189.84|
| Rate 09/27/2018 | 7,370.65  | 0.00             | 0.00          | 0.00           | 29,535.23          | 366,025.26  | 395,560.49|
| Rate 12/20/2018 | 6,107.11  | 0.00             | 0.00          | 0.00           | 35,642.34          | 366,025.26  | 401,667.60|

#### 2018 Totals

| Rate 07/31/2019 | 16,771.98 | 0.00             | 0.00          | 0.00           | 52,414.32          | 366,025.26  | 418,439.58|
| Rate 09/18/2019 | 3,562.48  | 0.00             | 0.00          | 0.00           | 55,976.80          | 366,025.26  | 422,002.06|

#### 2019 Totals

| 10/04/2019 | 366,025.26 | 1,123.15 | 0.00 | 366,025.26 | 57,099.95 | 0.00 | 57,099.95 |

#### Grand Totals

| 366,025.26 | 57,099.95 | 0.00 | 366,025.26 |
An open balance of 57,099.95 still remains.
SEDIMENT RETENTION BASIN EASEMENT AGREEMENT

THIS SEDIMENT RETENTION BASIN EASEMENT AGREEMENT (this "Agreement") is made and entered into this 26th day of March 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," Barbo 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."

RECATALS

A. HFLP is the owner of certain real property located within the 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 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

SEDIMENT RETENTION BASIN EASEMENT AGREEMENT - 3
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

[Signature]

Attent: City Clerk

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

[Signature]

By: Douglas E. Fowler, President

BVD:
BARBER VALLEY DEVELOPMENT, INC.,
an Idaho corporation

[Signature]

By: Douglas E. Fowler, President

HFLP:
HARRIS FAMILY LIMITED PARTNERSHIP,
an Idaho limited partnership

By: Harris Management Company, LLC
Its: General Partner

[Signature]

Brian R. Harris, Manager

[Signature]

Mildred H. Davis, Manager

[Signature]

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.
Rate Period: Annual
Nominal Annual Rate: 5.500%

CASH FLOW DATA

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Principal First Allocation

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

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An open balance of 78,783.96 still remains.
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: Sharon 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 Farrey, ACHD Utilities
    Darrin Carroll & Matt Degen, ACHD Design