

THE APPRAISAL OF:

The Wetlands Conservation Easement
Eckert Road at Harris Ranch
Boise, Idaho

File No. MS-7822(B)-08

AS OF: November 12, 2007

PREPARED FOR:

Harris Family Limited Partnership
3051 Wise Way
Boise, Idaho 83716

PREPARED BY:

Joe Corlett, MAI, SRA

Mountain States Appraisal and Consulting, Inc.
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August 13, 2008

Harris Family Limited Partnership
3051 Wise Way
Boise, Idaho 83718

Re: The Appraisal of the Conservation Easement
Of the Wetlands Site on Eckert Road
At Harris Ranch, Boise, Idaho
MS-7822B-08

Gentlemen:

As requested, I have completed an appraisal of the easement value with respect to the Deed of Conservation Easement granted on November 12, 2007. The Conservation Easement had been placed on the subject for the purpose of creating new wetlands to mitigate lost wetlands caused by the Ada County Highway District construction of the East Parkcenter River Crossing located westerly of the subject.

Attached hereto is a summary format appraisal report prepared in accordance with the Uniform Standards of Professional Appraisal Practice Standards Rule 2-2(b). As such, the content included in the attached appraisal report is somewhat more abbreviated than that necessary for a self-contained document. However, the detail of data, investigations and analyses is considered sufficient for the intended use of the report.

This valuation is based on before and after valuation analyses of the larger parcel, which is considered to be 86.245 acres. There are additional ownerships in the district owned by the Harris Family Limited Partnership which are considered to be unaffected by the Conservation Easement based on the appraiser's opinion. The easement was officially granted as of November 12, 2007. As such, this is a retrospective analysis in that the site was last inspected by the appraiser on August 10, 2008.

Extraordinary Assumptions

This appraisal is based on the **extraordinary assumption** that the property was in a similar condition to that observed during the actual inspection. It should be noted that the wetlands have been mostly developed since the date of appraisal.

This appraisal is also based on the **extraordinary assumption** that there will be no development right transfers possible out of the conservation area to adjoining lands in the larger parcel. Should this not be the case, a reanalysis will be necessary by the appraiser.

Hypothetical Condition

This appraisal is also subject to the **hypothetical condition** that the Conservation Easement is assumed not to exist for the purpose of estimating the before value of the larger parcel.

Subject to the Assumptions and Limiting Conditions set forth and based on the information and analyses presented in the attached appraisal report, the estimated market value of the Conservation Easement known as the Wetlands Site, as of November 12, 2007, was:

*****ONE MILLION NINE HUNDRED SEVENTY NINE THOUSAND DOLLARS*****

***** (\$1,979,000) *****

As previously discussed, this appraisal is based on before and after appraisal techniques, which are discussed in the body of the appraisal report.

If you should have any further questions, or if I may be of additional assistance, please do not hesitate to call upon me. Thank you for this opportunity to be of service.

Respectfully submitted,

MOUNTAIN STATES APPRAISAL
AND CONSULTING, INC.



Joe Corlett, MAI, SRA

JC:vg

ASSUMPTIONS AND LIMITING CONDITIONS

EXTRAORDINARY ASSUMPTIONS

1. This appraisal is based on the **extraordinary assumption** that the property was in a similar condition to that observed during the actual inspection. It should be noted that the wetlands have been mostly developed since the date of appraisal.
2. This appraisal is also based on the **extraordinary assumption** that there will be no development right transfers possible out of the conservation area to adjoining lands in the larger parcel. Should this not be the case, a reanalysis will be necessary by the appraiser.

HYPOTHETICAL CONDITIONS

1. This appraisal is also subject to the **hypothetical condition** that the Conservation Easement is assumed not to exist for the purpose of estimating the before value of the larger parcel.

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions and limiting conditions:

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless nonconformity has been identified, described and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

ASSUMPTIONS AND LIMITING CONDITIONS, Cont'd.

10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.
12. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
13. Possession of this report, or a copy thereof, does not carry with it the right of publication.
14. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
15. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
16. Any estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests has been set forth in the report.
17. All dimensions and legal descriptions found through available records are assumed to be correct.
18. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
19. By the client's acceptance of this report, the client hereby limits the appraiser's liability to the extent of the fee charged for the appraisal assignment. As such, the client, by accepting this report indemnifies the appraiser for any liability exceeding the fee charged.

APPRAISAL SUMMARY

Property Location:	The subject property is located on the westerly side of Eckert Road, immediately north of the Boise River in Boise, Idaho.
Owner:	The property is held in ownership by the Harris Family Limited Partnership.
Site:	The site is estimated to include 86.245 acres as a larger parcel, with a 10 acre area of that site devoted to a Conservation Easement.
Improvements:	The subject is unimproved.
Zoning:	The subject is zoned in accordance with the development plan set forth under the Harris Ranch project as illustrated in the attached exhibits. It is assumed that the subject parcel as a larger parcel would be considered as a mixed use type of property including residential and commercial development.
Highest and Best Use:	The highest and best use of the subject in the before condition would be for development as a mixed use project as outlined in the attached exhibits. In the after condition, 10 acres of the subject site will be encumbered by a Conservation Easement which will relegate that portion of the property to have no development into perpetuity. It is being utilized as a wetlands mitigation site and will therefore be preserved by the grantee.
Value Indications:	
Before Value:	\$17,249,000
After Value:	\$15,270,000
Estimated Easement Value (Loss):	\$ 1,979,000
Property Rights Appraised:	Fee Simple title and encumbered Fee Simple Title
Date of Value Estimate:	November 12, 2007

APPRAISAL INTRODUCTION

Identification of the Property

The subject of this appraisal includes an 86.245 acre parcel legally described in the attached exhibits. In the before condition, the subject is an unimproved mixed use or planned development type of site located northerly of the Boise River and westerly of Eckert Road in Boise, Idaho. In the after condition, the subject will have an encumbered site area of 10 acres, which is to be dedicated as a wetland mitigation site, and therefore will be rendered undevelopable into the future.

Property Rights Appraised

In both the before and after analyses, the value of the subject is appraised in fee simple title. However, in the after condition, the subject is encumbered with a Conservation Easement on 10 acres of the southerly most portion of the site adjoining the Boise River. As such, the valuation will also analyze sales of low economic use types of properties for comparison in the after condition.

Date of Value Estimate

The effective date of this appraisal is as of November 12, 2007. As such, this is a retrospective appraisal analysis on the subject property for the purpose of estimating the loss in value or the easement value as of the effective appraisal date.

Purpose of the Appraisal

The purpose of this appraisal is to provide before and after estimates of market value for the subject ownership. The difference between the value estimates is considered to be the easement value. The client will use this report for income tax purposes for reporting a charitable non-cash donation. The grantee is a qualified recipient for the donation.

Function and Intended Use

The function of this report is to estimate the market value of the easement as measured by the difference between the before and after values of the larger parcel as defined herein. As such, the intended users of the report would include the client, tax professionals, and any other entity authorized to utilize the report by the client.

Appraisal Development and Reporting Process (Scope of Work)

Initially, the appraiser was retained by the client to provide a valuation of the easement placed on the subject property. The appraiser has inspected the site numerous times, with the last inspection conducted on August 13, 2008.

Subsequently, the appraiser has analyzed sales of other riparian types of sites with mixed use development potential.

Data analyzed by the appraiser has been verified to the best of the appraiser's ability with either a principal in the various transactions or a knowledgeable third party.

The scope of the appraisal analysis included before and after valuations of the subject as a larger parcel. Although the Harris Family Limited Partnership owns a significant amount of land in the immediate area, it was considered appropriate to value the subject based on its proration of the larger legally defined parcel as outlined herein. It is estimated there is no adverse or positive impact on surrounding land values as a result of the Conservation Easement being placed on 10 acres of the subject property adjacent to the Boise River. Thus, if analyzed, the remaining interest in the Harris Ranch project would be considered unaffected by the encumbrance on the subject parcel.

Typical Income and Cost Approaches are not applicable to the valuation of vacant land.

Finally, the presentation of this analysis is in a summary format, intended to comply with the Uniform Standards of Professional Appraisal Practice Standards Rule 2-2(b). As required by Treasury Regulations, the subject is appraised both in before and after conditions. In the before condition, the subject is valued as if unencumbered by any easements or other encumbrances as if in fee simple title. Subsequently, the subject is valued as an encumbered parcel with 10 acres of the site devoted to a Conservation Easement area for wetlands mitigation. According to city personnel, the donation was not required in order to receive potential benefits as a result of the Parkcenter Bridge crossing of the Boise River, or as a potential for density bonuses on the remaining unencumbered land areas. Thus, the appraiser is making an **extraordinary assumption** in this analysis that no density can be transferred out of the easement area, which is typically a common prohibition in conservation easements. Thus, the property will include 10 acres of encumbered land area that will be undevelopable into perpetuity.

Compliance Provision

As required by law, the appraiser is certified as a General Appraiser by the State of Idaho, CGA-7. Additionally, the appraiser has the necessary education and experience backgrounds to provide an analysis of this type.

Market Value Defined

The Treasury Regulations (at §1.170A-1(c)(2)) define market value as "the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion and both having reasonable knowledge of relevant facts." The appraisal of Real Estate (Eleventh edition, beginning at page 20) provides a discussion of several current definitions of market value, summarizing them as, "The most probable price in cash [or its equivalent]...for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under due duress." Other measures of value exist, such as investment value and insurable value; however, they may not be relied upon for federal tax purposes.

Implicit in the definition of Market Value are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Exposure Time Defined

1. The time a property remains on the market. 2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions.¹

Marketing Time Defined

1. The time it takes an interest in real property to sell on the market subsequent to the date of an appraisal. 2. Reasonable marketing time is an estimate of the amount of time it might take to sell an interest in real property at its estimated market value during the period immediately after the effective date of the appraisal; the anticipated time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by concurrent market conditions. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal.

Market value estimates imply that an adequate marketing effort and reasonable time for exposure occurred prior to the effective date of the appraisal. In the case of disposition value, the time frame allowed for marketing the property rights is somewhat limited, but the marketing effort is orderly and adequate. With liquidation value, the time frame for marketing the property rights is so severely limited that an adequate marketing program cannot be implemented.²

Exposure Time Comments

The subject is a portion of the Harris Ranch development located in southeast Boise. The Harris Ranch project has been developed over the years and still includes a significant amount of vacant land that will be accessed by the East Parkcenter route through downtown Boise. Previously, major access to the subject neighborhood has been from Warm Springs Avenue and East Boise Avenue. The subject

¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, Third Edition, (Chicago, Illinois, 1993), pg. 127.

² Appraisal Institute, *The Dictionary of Real Estate Appraisal*, Third Edition, (Chicago, Illinois, 1993), pg. 220.

APPRAISAL INTRODUCTION, Cont'd.

is strongly identified with the Boise River, and therefore has extremely good amenity appeal. It is therefore the appraiser's opinion that an exposure time effectively predating the date of appraisal would be from one to two years due to current market conditions.

REGIONAL AND CITY DESCRIPTION – BOISE

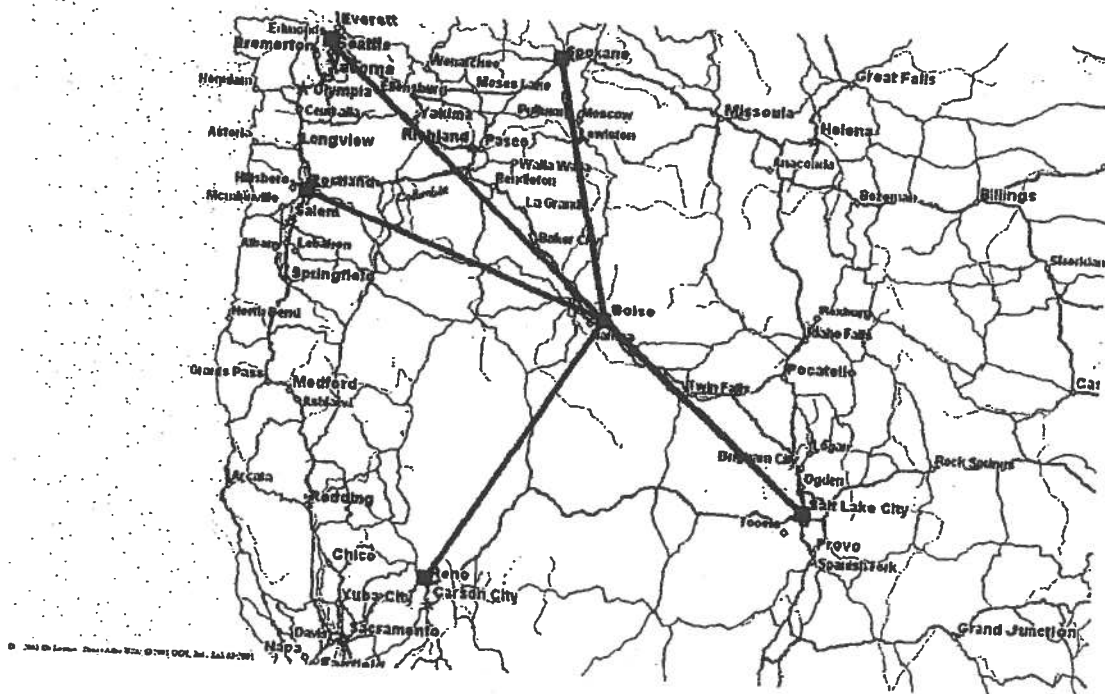
Introduction:

The general and statistical information to follow has been compiled by Mountain States Appraisal over a number of years and is periodically updated. Additional information concerning Boise, and its market surrounds can be found on the following websites among others:

1. adaweb.net
2. achd.ada.id.us
3. adacounty-realtors.com
4. state.id.us
5. boisechamber.org
6. compassidaho.org
7. boise.org
8. visitid.org

Location:

Ada County and the city of Boise are centrally located in the Pacific Northwest. Boise's relative location to other major cities:



REGIONAL AND CITY DESCRIPTION – BOISE, Cont'd.

City	Driving Distance	Flying Time
Seattle	520	1:25
Portland	430	1:10
Reno	430	1:05
Salt Lake City	340	1:00
Spokane	373	1:00

Location Description:

The subject property is located in Boise, Idaho, which is the capital for the State of Idaho and county seat for Ada County. Ada County ranks first among Idaho counties in population at 370,738 (2007), approximately one-quarter of the state total. Ada County populations has grown approximately 23% in the period between the 2000 and 2007 STDB surveys, with concurrent annual average total civilian employment growing 25.4% during the time frame.

Within Ada County is Boise, the state's capitol and largest city, with a 2007 STDB survey population of 203,529, accounting for 55% of the Ada County population. Boise has experienced 9.5% growth in population between the 2000 and 2007 figures.

The growth Boise has enjoyed results from its broad employment base. The economy of the area has not experienced the economic fluctuations impacting many other regions in the state or the nation. Boise is headquarters for a number of major corporations, the state capital, and a regional trade center for Southwest Idaho, Eastern Oregon, and Northern Nevada. Boise's status as the state's administrative center will continue to reap economic benefits from new development throughout the state. Boise has ranked within the top five on the Forbes List of Best Places for Business and Careers for the fourth year in a row.

The long-term economic outlook for Ada County appears positive. The area has good future growth potential attributed to the availability of reasonably priced land, housing costs below the national average, an abundance of water for irrigation and recreational use, the high quality of living available. Development of the downtown area, a regional shopping center, and other large commercial projects have provided a substantial boost to the local economy in the form of construction jobs and permanent employment. As a result, the strength and performance of the local economy in Ada County represent the vector for population growth and economic expansion in Idaho.

REGIONAL AND CITY DESCRIPTION - BOISE, Cont'd.

Historical populations and forecasts of the projected growth by Site To Do Business Online are reprinted in the following tables. The charts illustrate the expectation of continued growth for the foreseeable future.

Population:

Ada County Demographic Profile

Summary			
	2000	2007	2012
Population	300,804	370,738	428,133
Households	113,408	142,723	165,855
Families	77,381	96,055	110,391
Average Household Size	2.59	2.54	2.53
Owner Occupied HUs	80,135	103,283	120,347
Renter Occupied HUs	33,273	38,460	45,508
Median Age	32.8	33.9	34.3
Trends: 2007-2012 Annual Rate			
	Area	National	
Population	2.92%	1.22%	
Households	3.05%	1.27%	
Families	2.82%	1.00%	
Owner HHs	3.11%	1.29%	
Median Household Income	4.22%	3.29%	

Boise City Demographic Profile

Summary			
	2000	2007	2012
Population	185,787	203,528	224,190
Households	74,438	84,370	93,957
Families	48,493	50,683	55,183
Average Household Size	2.44	2.36	2.33
Owner Occupied HUs	47,638	54,542	60,346
Renter Occupied HUs	26,800	29,828	33,611
Median Age	32.9	34.1	34.7
Trends: 2007-2012 Annual Rate			
	Area	National	
Population	1.95%	1.22%	
Households	2.18%	1.27%	
Families	1.71%	1.00%	
Owner HHs	2.04%	1.29%	
Median Household Income	3.98%	3.29%	

NEIGHBORHOOD DESCRIPTION

The subject can be generally defined as the Harris Ranch complex. This includes single-family and PUD types of improvements located northerly and adjacent to the larger parcel. Other land areas located westerly of Eckert Road are being held for future development. The East Parkcenter Bridge is currently being constructed, crossing the Boise River at the termination of Parkcenter Boulevard. When this bridge is completed, enhanced transportation capabilities will be evident in the immediate neighborhood.

On a retrospective basis, the Parkcenter Bridge had been in the planning process as of the effective dates of appraisal. Continuing development in the Harris Ranch complex was contingent upon completion of this infrastructure improvement.

The neighborhood has continually exhibited strong marketing characteristics and has experienced increasing residential values as well as fairly rapid absorption.

As with much of Southeast Boise, the Harris Ranch properties typically command higher than average prices for single-family properties.

The neighborhood is served by central water, sewer, electricity, natural gas and telephone services. Continuation of development into the undeveloped site areas of the ownership will be enhanced by the extension of the proposed Parkcenter Bridge.

Overall, the neighborhood is considered to be highly desirable and appealing, and very marketable for residential and other mixed uses such as limited commercial and office uses.

NEIGHBORHOOD DESCRIPTION, Cont'd.

Market Profile - Appraisal Version



Eckert

Latitude: 43.555046

Longitude: -116.129074



	Radius: 1.0 mile	Radius: 3.0 mile	Radius: 5.0 mile
1990 Total Population			
2000 Total Population	1,471		
2000 Group Quarters	3,716	13,672	39,749
2000 Population Density	3	23,540	53,250
2007 Total Population	44.5	33	1,037
2007 Population Density	4,269	86.1	173.1
2012 Total Population	51.1	25,840	57,517
2007 - 2012 Annual Rate	4,788	94.5	187.0
1990 Households	2,32%	28,530	62,945
2000 Households	535	2%	1.82%
2000 Average Household Size	1,314	5,077	16,038
2007 Households	2.83	9,079	21,952
2007 Average Household Size	1,564	2.59	2.38
2012 Households	2,73	10,363	24,601
2012 Average Household Size	1,770	2.49	2.29
2007 - 2012 Annual Rate	2.7	11,557	27,248
2000 Families	2,51%	2.47	2.26
2000 Average Family Size	965	2.2%	2.06%
2007 Families	3.28	6,322	13,216
2007 Average Family Size	1,106	3.09	2.97
2012 Families	3.2	6,915	14,057
2012 Average Family Size	1,226	3.01	2.89
2007 - 2012 Annual Rate	3.18	7,530	15,124
2000 Housing Units	2,08%	2.99	2.86
Owner Occupied Housing Units	1,417	1.72%	1.47%
Renter Occupied Housing Units	77.2%	9,537	23,078
Vacant Housing Units	16.4%	72.5%	59.1%
2007 Housing Units	6.5%	22.5%	35.9%
Owner Occupied Housing Units	1,704	5.0%	5.0%
Renter Occupied Housing Units	75.9%	10,986	26,096
Vacant Housing Units	15.9%	72.1%	58.9%
2012 Housing Units	8.2%	22.2%	35.3%
Owner Occupied Housing Units	1,911	5.7%	5.7%
Renter Occupied Housing Units	76.3%	12,180	28,737
Vacant Housing Units	16.3%	72.3%	58.8%
Median Household Income	7.4%	22.5%	36.0%
1990		5.1%	5.2%
2000	\$39,265		
2007	\$60,146	\$41,426	\$29,873
2012	\$80,920	\$58,074	\$44,100
Median Home Value	\$103,944	\$77,905	\$58,313
1990		\$98,971	\$71,582
2000	\$86,506		
2007	\$136,341	\$85,293	\$70,378
2012	\$240,441	\$136,300	\$122,753
Per Capita Income	\$295,139	\$244,851	\$224,136
1990		\$297,050	\$266,128
2000	\$18,961		
2007	\$28,215	\$17,929	\$15,651
2012	\$41,543	\$29,083	\$25,073
Median Age	\$56,073	\$41,197	\$34,614
1990		\$54,540	\$44,782
2000	33.3		
2007	32.8	31.7	30.8
2012	35.3	33.2	31.6
	36.5	35.5	33.2
		36.4	34.2

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by total population. Detail may not sum to totals due to rounding.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2007 and 2012. ESRI converted 1990 Census data into 2000 geography.

NEIGHBORHOOD DESCRIPTION, Cont'd.

Market Profile - Appraisal Version



Eckert

Latitude: 43.555046

Longitude: -116.120074

	Radius: 1.0 mile	Radius: 3.0 mile	Radius: 5.0 mile
2000 Households by Income			
Household Income Base			
< \$15,000	1,285	9,034	21,947
\$15,000 - \$24,999	3.9%	5.9%	11.4%
\$25,000 - \$34,999	7.9%	9.4%	14.3%
\$35,000 - \$49,999	8.5%	8.9%	12.7%
\$50,000 - \$74,999	18.5%	17.2%	17.7%
\$75,000 - \$99,999	26.1%	23.1%	19.5%
\$100,000 - \$149,999	16.1%	15.4%	11.2%
\$150,000 - \$199,999	11.5%	12.5%	8.3%
\$200,000+	3.3%	3.1%	2.2%
Average Household Income	4.3%	4.3%	2.8%
2007 Households by Income	\$75,049	\$75,157	\$60,160
Household Income Base			
< \$15,000	1,562	10,363	24,602
\$15,000 - \$24,999	2.0%	3.1%	7.7%
\$25,000 - \$34,999	4.1%	5.4%	9.1%
\$35,000 - \$49,999	6.0%	7.2%	10.8%
\$50,000 - \$74,999	10.3%	11.8%	15.0%
\$75,000 - \$99,999	22.0%	19.9%	19.3%
\$100,000 - \$149,999	18.5%	17.0%	14.1%
\$150,000 - \$199,999	21.6%	20.2%	14.0%
\$200,000+	7.7%	8.1%	5.1%
Average Household Income	7.8%	7.3%	4.8%
2012 Households by Income	\$105,226	\$102,004	\$80,096
Household Income Base			
< \$15,000	1,772	11,558	27,249
\$15,000 - \$24,999	1.5%	2.3%	6.1%
\$25,000 - \$34,999	2.3%	3.6%	6.2%
\$35,000 - \$49,999	4.0%	5.2%	9.1%
\$50,000 - \$74,999	7.0%	8.2%	12.2%
\$75,000 - \$99,999	16.0%	16.5%	18.3%
\$100,000 - \$149,999	16.3%	14.8%	13.1%
\$150,000 - \$199,999	27.4%	25.7%	19.6%
\$200,000+	11.7%	10.7%	6.9%
Average Household Income	13.8%	13.2%	8.5%
2000 Owner Occupied HUs by Value	\$140,262	\$133,601	\$102,600
Total			
<\$50,000	1,067	6,897	13,601
\$50,000 - 99,999	6.1%	3.8%	4.4%
\$100,000 - 149,999	13.2%	15.2%	26.5%
\$150,000 - 199,999	38.4%	39.8%	35.4%
\$200,000 - \$299,999	18.7%	18.3%	15.3%
\$300,000 - 499,999	15.7%	15.9%	12.6%
\$500,000 - 999,999	5.6%	5.4%	4.4%
\$1,000,000+	2.2%	1.6%	1.3%
Average Home Value	0.2%	0.1%	0.1%
2000 Specified Renter Occupied HUs by Contract Rent	\$169,291	\$166,231	\$150,398
Total			
With Cash Rent	239	2,155	8,321
No Cash Rent	95.8%	97.6%	98.6%
Median Rent	4.2%	2.4%	1.4%
Average Rent	\$783	\$697	\$557
	\$810	\$743	\$589

Data Note: Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest, dividends, net rents, pensions, SSI and welfare payments, child support and alimony. Specified Renter Occupied HUs exclude houses on 10+ acres. Average Rent excludes units paying no cash rent.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2007 and 2012.

NEIGHBORHOOD DESCRIPTION, Cont'd.




Market Profile - Appraisal Version

Eckert

Latitude: 43.565046

Longitude: -116.129074

	Radius: 1.0 mile	Radius: 3.0 mile	Radius: 5.0 mile
2000 Population by Age			
 Total			
0 - 4	3,712	23,543	53,250
5 - 9	8.5%	7.5%	6.9%
10 - 14	8.9%	8.3%	6.8%
15 - 19	8.5%	8.3%	6.8%
20 - 24	5.9%	8.3%	6.6%
25 - 34	4.8%	7.0%	7.8%
35 - 44	17.6%	5.6%	10.1%
45 - 54	19.1%	16.5%	17.4%
55 - 64	13.8%	18.3%	15.9%
65 - 74	6.1%	15.2%	13.7%
75 - 84	3.6%	6.6%	6.5%
85+	2.2%	3.6%	4.1%
18+	0.8%	2.3%	3.1%
	70.0%	0.7%	1.0%
		71.1%	75.7%
2007 Population by Age			
Total			
0 - 4	4,267	25,842	57,518
5 - 9	8.3%	7.4%	6.8%
10 - 14	8.5%	7.4%	6.2%
15 - 19	8.0%	7.5%	6.2%
20 - 24	6.8%	6.7%	7.1%
25 - 34	3.8%	5.5%	8.9%
35 - 44	14.1%	14.6%	17.5%
45 - 54	19.6%	17.3%	14.7%
55 - 64	15.2%	16.2%	14.4%
65 - 74	8.7%	10.1%	9.6%
75 - 84	3.6%	3.8%	4.2%
85+	2.4%	2.5%	2.9%
18+	1.0%	1.0%	1.3%
	70.6%	73.3%	77.2%
2012 Population by Age			
Total			
0 - 4	4,790	28,533	62,948
5 - 9	8.3%	7.5%	6.8%
10 - 14	7.9%	7.2%	6.1%
15 - 19	8.3%	7.3%	6.1%
20 - 24	6.5%	6.5%	7.0%
25 - 34	4.8%	5.6%	8.9%
35 - 44	11.8%	14.0%	16.5%
45 - 54	17.9%	16.4%	14.6%
55 - 64	16.9%	16.0%	13.8%
65 - 74	9.9%	11.5%	11.1%
75 - 84	4.2%	4.7%	5.0%
85+	2.2%	2.2%	2.6%
18+	1.3%	1.3%	1.5%
	71.2%	73.9%	77.6%
2000 Population by Sex			
Males			
Females	50.3%	49.5%	49.6%
2007 Population by Sex			
Males	49.7%	50.5%	50.4%
Females	50.0%	49.3%	49.5%
2012 Population by Sex			
Males	50.0%	50.7%	50.5%
Females	50.0%	49.2%	49.5%
	50.0%	50.8%	50.5%

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2007 and 2012.

NEIGHBORHOOD DESCRIPTION, Cont'd.

Market Profile - Appraisal Version



Eckert

Latitude: 43.585046

Longitude: -116.128074



2000 Population 15+ by Sex and Marital Status

	Radius: 1.0 mile	Radius: 3.0 mile	Radius: 5.0 mile
Total			
Females	2,734	17,957	42,562
Never Married	50.3%	51.0%	50.8%
Married, not Separated	9.3%	10.1%	13.3%
Married, Separated	32.0%	30.1%	25.1%
Widowed	0.1%	0.3%	0.6%
Divorced	2.4%	2.8%	3.2%
Males	5.9%	7.2%	7.8%
Never Married	49.7%	49.0%	49.2%
Married, not Separated	11.1%	12.9%	17.2%
Married, Separated	32.3%	29.9%	24.7%
Widowed	0.3%	0.3%	0.4%
Divorced	0.4%	0.4%	0.6%
	4.9%	5.0%	5.5%



2000 Population 16+ by Employment Status

Total	2,679	17,562	41,819
In Labor Force	77.8%	76.7%	75.6%
Civilian Employed	73.0%	72.5%	71.5%
Civilian Unemployed	3.1%	3.0%	3.4%
In Armed Forces	1.6%	1.2%	0.7%
Not in Labor Force	22.2%	23.3%	24.4%

2007 Civilian Population 16+ in Labor Force

Civilian Employed	97.2%	97.2%	97.0%
Civilian Unemployed	2.8%	2.8%	3.0%

2012 Civilian Population 16+ in Labor Force

Civilian Employed	97.4%	97.4%	97.1%
Civilian Unemployed	2.6%	2.6%	2.9%

2000 Females 16+ by Employment Status and Age of Children

Total	1,353	8,998	21,269
Own Children < 6 Only	11.3%	9.8%	9.1%
Employed/In Armed Forces	6.6%	5.8%	5.4%
Unemployed	0.4%	0.3%	0.5%
Not in Labor Force	4.4%	3.7%	3.3%
Own Children < 6 and 6-17 Only	8.9%	7.3%	5.3%
Employed/In Armed Forces	6.1%	4.7%	3.7%
Unemployed	0.0%	0.1%	0.0%
Not in Labor Force	2.7%	2.6%	1.6%
Own Children 6-17 Only	22.2%	22.5%	17.5%
Employed/In Armed Forces	17.1%	17.3%	13.2%
Unemployed	0.2%	0.4%	0.4%
Not in Labor Force	4.9%	4.8%	3.9%
No Own Children < 18	57.6%	60.3%	68.0%
Employed/In Armed Forces	37.3%	38.3%	43.7%
Unemployed	1.7%	1.5%	1.8%
Not in Labor Force	18.6%	20.5%	22.6%

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2007 and 2012.

NEIGHBORHOOD DESCRIPTION, Cont'd.

Market Profile - Appraisal Version



Eckert

Latitude: 43.585046

Longitude: -116.129074



2007 Employed Population 16+ by Industry

Radius: 1.0 mile

Radius: 3.0 mile

Radius: 5.0 mile

Total	Radius: 1.0 mile	Radius: 3.0 mile	Radius: 5.0 mile
Agriculture/Mining	2,292	14,252	32,631
Construction	1.0%	0.8%	1.0%
Manufacturing	6.3%	6.1%	6.4%
Wholesale Trade	16.1%	14.1%	11.6%
Retail Trade	3.5%	3.4%	3.1%
Transportation/Utilities	11.3%	11.0%	11.7%
Information	4.2%	3.7%	3.8%
Finance/Insurance/Real Estate	1.7%	1.9%	2.0%
Services	10.3%	10.2%	9.0%
Public Administration	38.4%	41.1%	44.9%
	7.2%	7.6%	6.6%

2007 Employed Population 16+ by Occupation

Total	Radius: 1.0 mile	Radius: 3.0 mile	Radius: 5.0 mile
White Collar	2,291	14,253	32,631
Management/Business/Financial	75.3%	76.0%	70.3%
Professional	22.4%	22.0%	16.7%
Sales	28.8%	28.3%	26.3%
Administrative Support	11.4%	11.9%	11.6%
Services	12.7%	13.9%	15.8%
Blue Collar	10.7%	11.6%	15.0%
Farming/Forestry/Fishing	14.1%	12.3%	14.7%
Construction/Extraction	0.2%	0.2%	0.4%
Installation/Maintenance/Repair	3.7%	3.2%	4.2%
Production	2.5%	2.5%	2.4%
Transportation/Material Moving	4.4%	3.7%	4.2%
	3.2%	2.8%	3.6%



2000 Workers 16+ by Means of Transportation to Work

Total	Radius: 1.0 mile	Radius: 3.0 mile	Radius: 5.0 mile
Drove Alone - Car, Truck, or Van	1,979	12,812	29,842
Carpooled - Car, Truck, or Van	83.3%	84.1%	80.2%
Public Transportation	9.8%	8.6%	9.6%
Walked	0.5%	0.8%	1.3%
Other Means	0.8%	1.0%	2.7%
Worked at Home	1.5%	1.4%	2.5%
	4.1%	4.1%	3.7%

2000 Workers 16+ by Travel Time to Work

Total	Radius: 1.0 mile	Radius: 3.0 mile	Radius: 5.0 mile
Did Not Work at Home	1,980	12,811	29,842
Less than 5 minutes	95.9%	95.9%	96.3%
5 to 9 minutes	2.6%	2.5%	3.2%
10 to 19 minutes	12.3%	12.4%	13.9%
20 to 24 minutes	44.7%	49.4%	48.5%
25 to 34 minutes	16.6%	15.9%	15.3%
35 to 44 minutes	12.7%	9.9%	10.0%
45 to 59 minutes	2.0%	1.6%	1.3%
60 to 89 minutes	2.3%	1.9%	1.6%
90 or more minutes	1.2%	1.0%	1.4%
Worked at Home	1.6%	1.1%	1.2%
Average Travel Time to Work (in min)	4.1%	4.1%	3.7%
	19.1	17.6	17.5

2000 Households by Vehicles Available

Total	Radius: 1.0 mile	Radius: 3.0 mile	Radius: 5.0 mile
None	1,314	9,075	21,950
1	3.5%	3.6%	5.3%
2	24.0%	28.4%	34.5%
3	50.8%	47.1%	41.7%
4	16.1%	15.8%	13.8%
5+	4.6%	4.3%	3.7%
Average Number of Vehicles Available	1.0%	0.8%	1.0%
	2.0	1.9	1.8

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2007.

NEIGHBORHOOD DESCRIPTION, Cont'd.

Market Profile - Appraisal Version



Eckert

Latitude: 43.565046

Longitude: -116.129074



2000 Households by Type

	Radius: 1.0 mile	Radius: 3.0 mile	Radius: 5.0 mile
Total			
Family Households	1,314	9,078	21,951
Married-couple Family	73.4%	69.6%	60.2%
With Related Children	63.5%	58.1%	47.0%
Other Family (No Spouse)	35.6%	31.8%	23.3%
With Related Children	10.0%	11.5%	13.2%
Nonfamily Households	7.5%	8.6%	9.2%
Householder Living Alone	26.6%	30.4%	39.8%
Householder Not Living Alone	19.5%	23.1%	28.6%
	7.1%	7.3%	11.2%
Households with Related Children			
Households with Persons 65+	43.1%	40.5%	32.5%
	13.2%	12.9%	14.8%

2000 Households by Size

Total			
1 Person Household	1,314	9,079	21,952
2 Person Household	19.5%	23.1%	28.6%
3 Person Household	33.9%	33.6%	35.2%
4 Person Household	17.7%	17.5%	16.0%
5 Person Household	18.8%	17.0%	13.0%
6 Person Household	7.1%	6.3%	4.9%
7+ Person Household	2.1%	1.7%	1.4%
	0.9%	0.8%	0.8%

2000 Households by Year Householder Moved In

Total			
Moved in 1999 to March 2000	1,314	9,074	21,950
Moved in 1995 to 1998	26.1%	24.6%	29.2%
Moved in 1990 to 1994	42.9%	38.8%	33.7%
Moved in 1980 to 1989	18.7%	19.7%	15.8%
Moved in 1970 to 1979	8.1%	12.1%	11.4%
Moved in 1969 or Earlier	3.9%	3.5%	5.5%
Median Year Householder Moved In	0.3%	1.3%	4.5%
	1997	1996	1997



2000 Housing Units by Units in Structure

Total			
1, Detached	1,405	9,553	23,106
1, Attached	71.3%	68.6%	60.7%
2	4.7%	7.8%	7.5%
3 or 4	1.1%	1.7%	4.6%
5 to 9	2.1%	3.3%	5.1%
10 to 19	3.4%	4.6%	4.6%
20+	3.3%	4.2%	4.9%
Mobile Home	2.8%	4.6%	8.1%
Other	11.0%	5.0%	4.4%
	0.2%	0.1%	0.2%

2000 Housing Units by Year Structure Built

Total			
1999 to March 2000	1,417	9,534	23,079
1995 to 1998	8.6%	4.6%	2.7%
1990 to 1994	29.1%	18.3%	11.9%
1980 to 1989	26.0%	24.7%	15.2%
1970 to 1979	16.6%	24.3%	16.8%
1969 or Earlier	15.9%	21.7%	23.1%
Median Year Structure Built	3.7%	6.3%	30.3%
	1993	1989	1979

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing.

NEIGHBORHOOD DESCRIPTION, Cont'd.



Market Profile - Appraisal Version

Eckert

Latitude: 43.585046

Longitude: -116.129074



2000 Population 3+ by School Enrollment

Radius: 1.0 mile

Radius: 3.0 mile

Radius: 5.0 mile

Total

Enrolled in Nursery/Preschool	3,513	22,437	51,024
Enrolled in Kindergarten	2.1%	1.8%	1.4%
Enrolled in Grade 1-8	1.9%	1.5%	1.2%
Enrolled in Grade 9-12	15.1%	14.1%	11.6%
Enrolled in College	5.5%	6.7%	5.5%
Enrolled in Grad/Prof School	4.3%	5.0%	9.1%
Not Enrolled in School	1.4%	1.6%	1.5%
	69.8%	69.2%	69.6%

2000 Population 25+ by Educational Attainment

Total

Less than 9th Grade	2,325	14,917	32,929
9th - 12th Grade, No Diploma	1.1%	0.9%	1.6%
High School Graduate	2.8%	3.1%	5.6%
Some College, No Degree	15.8%	14.9%	17.6%
Associate Degree	28.1%	27.8%	29.4%
Bachelor's Degree	7.7%	6.9%	6.2%
Master's/Prof/Doctorate Degree	31.8%	32.3%	26.9%
	12.7%	14.0%	12.7%

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2007.

NEIGHBORHOOD DESCRIPTION, Cont'd.



Eckert
Latitude: 43.665046
Longitude: -116.128074

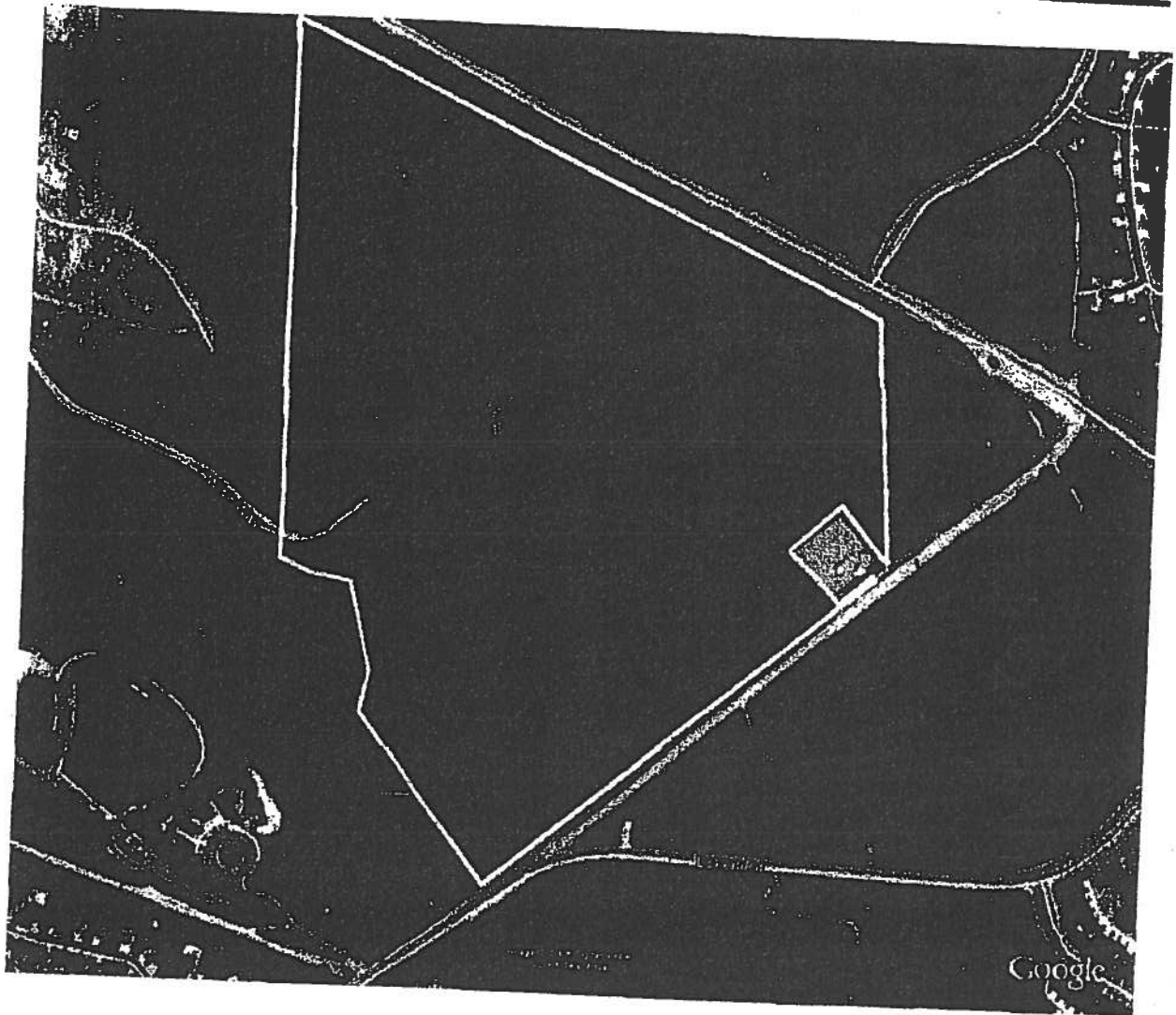
Market Profile - Appraisal Version

	Radius: 1.0 mile	Radius: 3.0 mile	Radius: 5.0 mile
Top 3 Tapestry Segments			
1. Up and Coming Families			
2. In Style		In Style	In Style
3. Exurbanites		Up and Coming Families Milk and Cookies	Up and Coming Families Aspiring Young Familie
<p>2007 Consumer Spending shows the amount spent on a variety of goods and services by households that reside in the market area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue.</p>			
Apparel & Services: Total \$	\$5,509,496	\$35,892,850	\$68,639,118
Average Spent	\$3,522.70	\$3,463.56	\$2,790.09
Spending Potential Index	128	126	101
Computers & Accessories: Total \$	\$575,881	\$3,721,663	\$7,237,485
Average Spent	\$368.21	\$359.13	\$294.19
Spending Potential Index	148	144	118
Education: Total \$	\$2,813,006	\$18,412,833	\$40,167,590
Average Spent	\$1,798.60	\$1,776.79	\$1,632.76
Spending Potential Index	140	138	127
Entertainment/Recreation: Total \$	\$7,792,201	\$49,675,362	\$91,846,012
Average Spent	\$4,982.23	\$4,793.53	\$3,733.43
Spending Potential Index	145	140	109
Food at Home: Total \$	\$10,638,840	\$69,407,198	\$133,534,891
Average Spent	\$6,802.33	\$6,697.60	\$5,428.03
Spending Potential Index	135	133	108
Food Away from Home: Total \$	\$7,436,898	\$48,400,636	\$93,465,363
Average Spent	\$4,755.05	\$4,670.52	\$3,799.25
Spending Potential Index	140	138	112
Health Care: Total \$	\$8,151,866	\$52,089,963	\$98,174,107
Average Spent	\$5,212.19	\$5,026.53	\$3,990.66
Spending Potential Index	133	129	102
HH Furnishings & Equipment: Total \$	\$5,128,666	\$32,527,285	\$59,137,376
Average Spent	\$3,279.20	\$3,138.79	\$2,403.86
Spending Potential Index	145	139	106
Investments: Total \$	\$3,642,000	\$22,633,368	\$40,335,273
Average Spent	\$2,328.64	\$2,184.06	\$1,639.58
Spending Potential Index	156	146	110
Retail Goods: Total \$	\$57,476,594	\$369,784,237	\$696,014,186
Average Spent	\$36,749.74	\$35,683.13	\$28,292.11
Spending Potential Index	139	135	107
Shelter: Total \$	\$34,613,546	\$223,280,824	\$414,056,411
Average Spent	\$22,131.42	\$21,545.96	\$16,830.88
Spending Potential Index	147	143	112
TV/Video/Sound Equipment: Total \$	\$2,532,237	\$16,478,505	\$31,961,285
Average Spent	\$1,619.08	\$1,590.13	\$1,299.19
Spending Potential Index	139	137	112
Travel: Total \$	\$4,283,078	\$27,135,760	\$49,874,853
Average Spent	\$2,738.54	\$2,618.52	\$2,027.35
Spending Potential Index	148	142	110
Vehicle Maintenance & Repairs: Total \$	\$2,393,661	\$15,420,419	\$29,089,045
Average Spent	\$1,530.47	\$1,488.03	\$1,182.43
Spending Potential Index	144	140	111

Data Note: The Spending Potential Index represents the amount spent in the area relative to a national average of 100.

Source: Expenditure data are derived from the 2002, 2003 and 2004 Consumer Expenditure Surveys, Bureau of Labor Statistics.

NEIGHBORHOOD DESCRIPTION, Cont'd.



NEIGHBORHOOD DESCRIPTION, Cont'd.

Year 2008 **Parcel #** 03N03E292627

PARCEL INFORMATION

Property Type Final **Status** Active **Exemption** None **Code** 01-5

Sub Property Type None **Code Area** 01-5 **District** DSK **Appraiser Initials** [Blank] **Details**

Urban Renewal ☐ **Ownership Change** ☐ **Drop HDE** ☐ **Circuit Breaker** ☐ **Hardship** ☐

Print **Property Desc.** **Cancel** **Help**

OWNER INFORMATION

Name HARRIS FAMILY LTD PARTNERSHIP

Mailing Address C/O RANDY HARRIS
3051 S WISE WAY
MOISE ID 83716-0000

PHYSICAL LOCATION

Property Address 0 ECKERT RD
MOISE ID 83716-0000

Group Type SEC1 **Group #** 0629

Description 2N 2E 29

Township/Range/Section 2N 2E 29

Zoning Code SP-01

Responsible Year 2008 **Physical Inspection** 01/27/2008 **MLS Area** [Blank]

PARCEL VALUES

Assessment Roll	Property Occupancy	State Category Code	Acres	Assessed Value	Valuation Method	Code Area
Primary	Non-Occupancy	40	86.245	3,680	INCOME	01-5
Primary	Non-Occupancy	150	1.000	0	INCOME	01-5

Total Parcel Values

Assessed Roll 42,700

Taxable Amt 42,700

CHARACTERISTICS

☐ Land ☐ Unimproved ☐ Improved ☐ Unimproved ☐ Farm ☐ Unimproved

Public Property Description - Display [PT22(F)]

State Parcel # 03N03E292627

Property Description

PAR #2627 OF N2NW4 S HWY 21

LOTS 2, 4 & 5 & W2SE4NW4

ALL NW OF ECKERT RD

SEC 29 3N 3E

#212625-B

Total Acreage 86.245

Acreage Verified ☐ Yes ☐ No **Date** 00/00/0000 **User** [Blank]

Cancel

NEIGHBORHOOD DESCRIPTION, Cont'd.

Parcel Folio	Street #	Pre Dir	Street Name	Street Folio	Post Dir	Unit Type	Unit #	City	State	Zip Code	Assessment Ref
			1001					00101	Mass	01103	00000

41

Year: 2008
Parcel #: 30528212627
Reappraisal Year: 2008
Code Area: 01-1
Assessment Status: OK
Farming Neighborhood: 1
Inspection Date: 01/27/2008
Cancel

Impervious and Asphalt	Non Impervious	Meadow	Dry Grass	Woods
Area 0.000	Area 0.000	Area 0.200	Area 0.000	Area 0.000
0.000	0.000		0.000	1.000
78.000	0.000		0.000	
0.000	0.000			

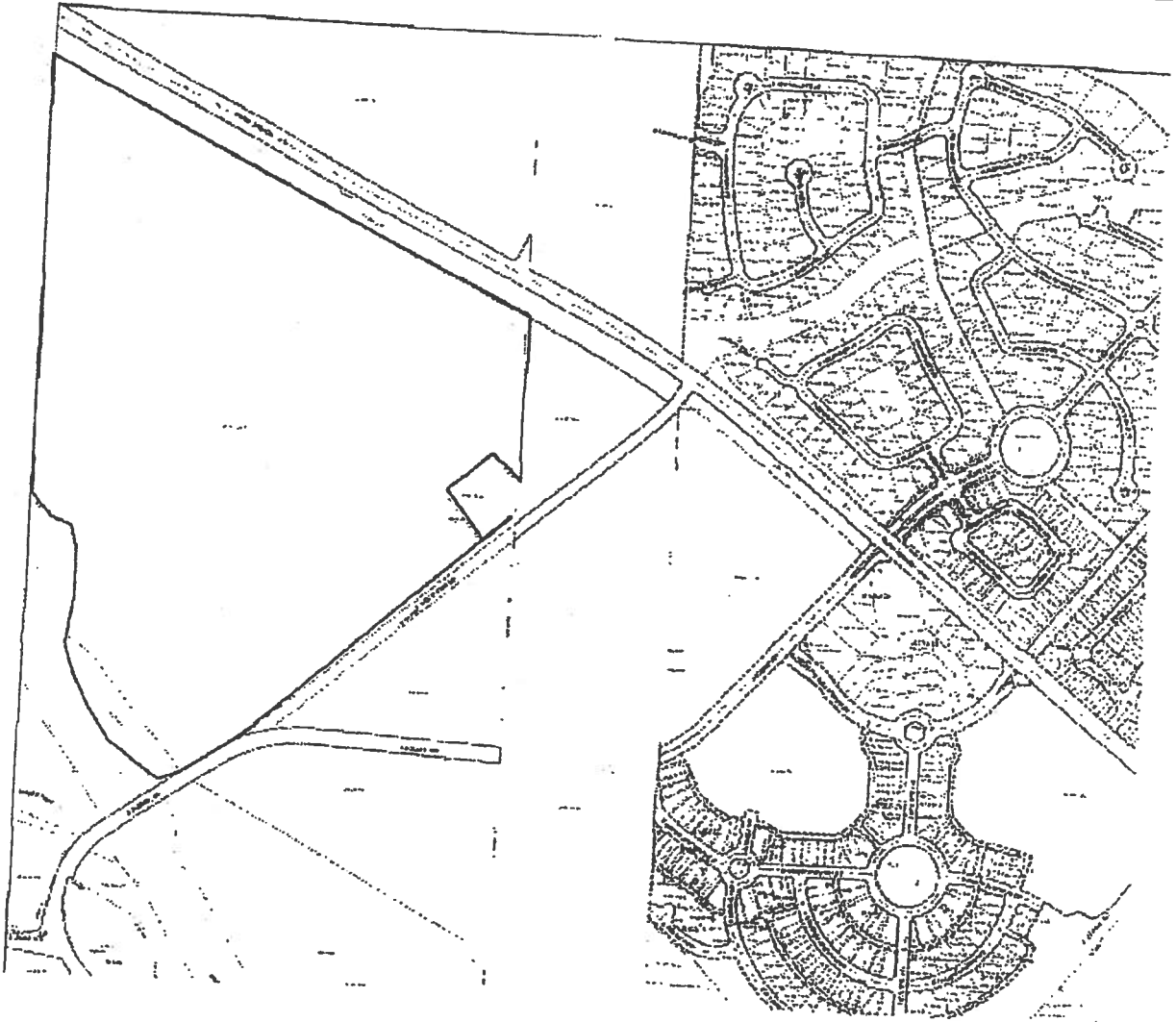
Value: 1100

Tax Summary | Public Pre-Paid |

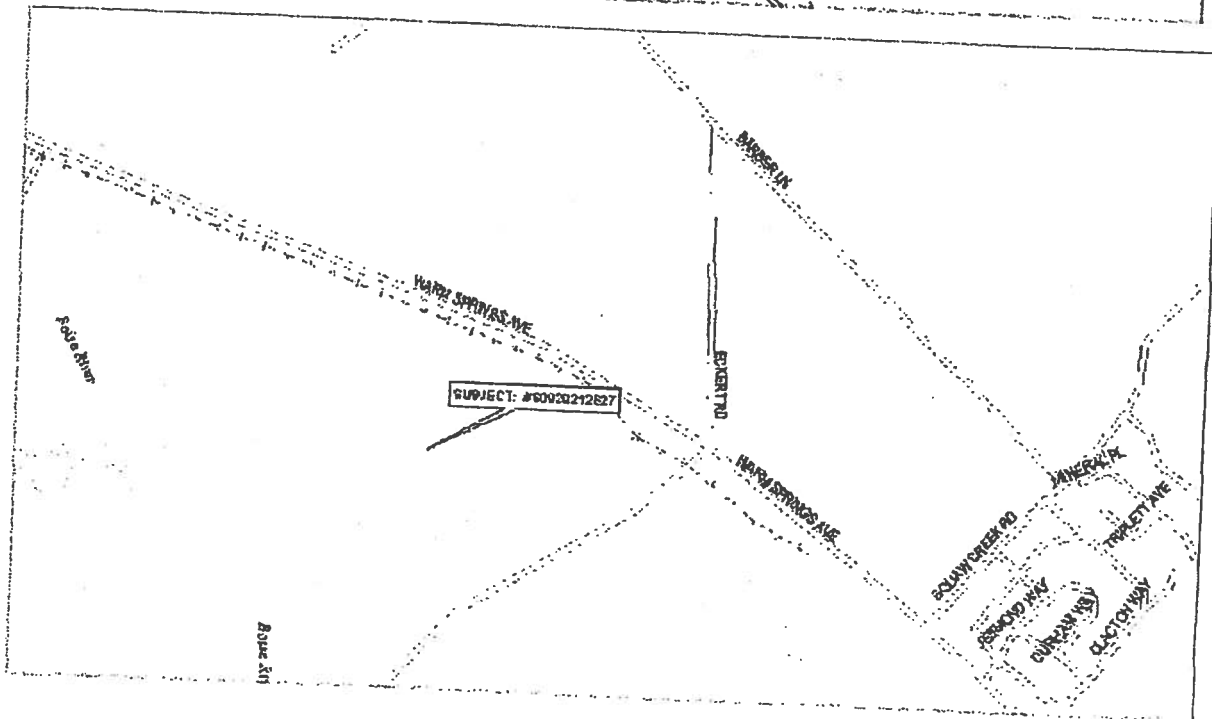
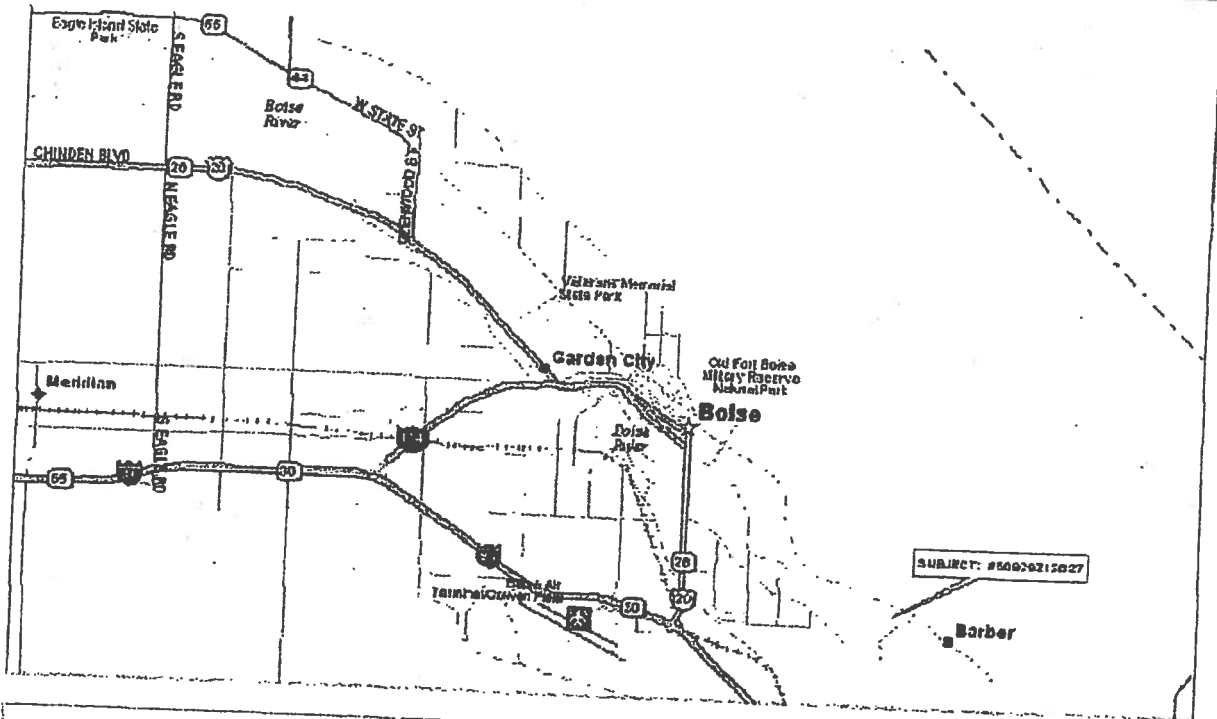
Charge Summary										
Year	Assessment Roll	Date Due	Total Payments	Tax Charge	Tax Payment	Tax Adjustment	Cart Charge	Cart Payment	Cart Adjustment	
2007	Primary	12/20/2007	719.66	719.66	719.66	0.00	0.00	0.00	0.00	
2006	Primary	12/20/2006	-1202.40	1202.40	-1202.40	0.00	0.00	0.00	0.00	

Instrument #	Parcel #	Grantor	Grantee	Action Type	Action Code	Transaction Date	Effective Date
10504519	S092921267	ALLIANCE TITLE & ESCR	HARRIS FAMILY	Ownership	Ownership	1/21/2006	1/15/2006
105092726	S092921267	ALLIANCE TITLE & ESCR	IDAHO POWER CO	Split	Target	4/21/2006	3/18/2006
105017196	S092921267	ALLIANCE TITLE & ESCR	HARRIS FAMILY LTD PTNRS	No Action	No Action	1/9/2006	2/11/2006
104051906	S092921267	ALLIANCE TITLE & ESCR	HARRIS FAMILY LTD PTNRS	No Action	No Action	1/9/2006	4/29/2004

NEIGHBORHOOD DESCRIPTION, Cont'd.



NEIGHBORHOOD DESCRIPTION, Cont'd.



Harris Ranch | 208.344.1131 | Boise, Idaho

Page 2 of 2

basin that will not be closer than 40 feet removed from the Boise River High Water Mark (6500 cfs line). Additionally, the site will provide a forest buffer along the river and will retain additional floodwaters during high flood flows, benefiting the overall river system.

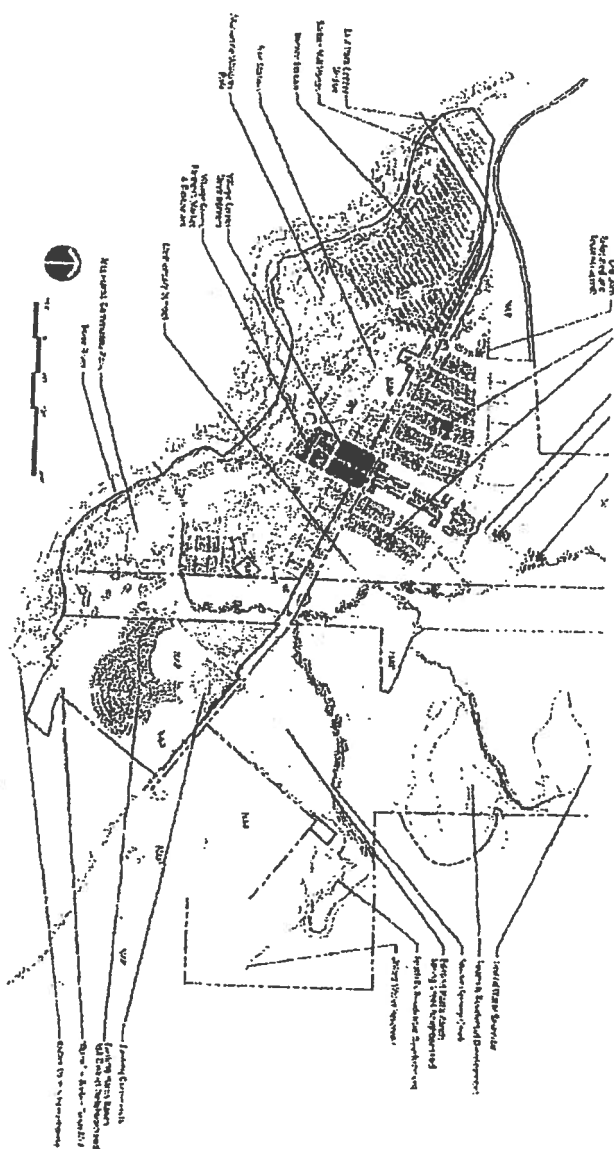
How are you mitigating the impact on the environment?
Keeping with the Harris Ranch Wildlife Mitigation Plan, this site will replace wetlands impacted by the construction of the East ParkCenter Bridge by creating a ten-acre area of habitat to replace the 2.4 acres that will be disturbed during future construction. Existing pastureland will be converted to an expansive wetland. The wetland will enhance the existing wildlife habitat in the area, provide additional floodwater retention, groundwater recharge and filter surface water. The wetland will also provide a buffer zone for the Boise River and be protected in perpetuity with a conservation easement.

Who is paying for this?
Harris Ranch donated the 10 acre parcel valued at three million dollars and ACHD is paying for the construction of the mitigation site. The Wetlands Group, LLC is responsible for the design, construction, and performance of the wetland.

When will the project be complete?
The construction phase of the wetland mitigation site was completed in January 2008. The site is scheduled to be fully planted by May 2008 with optimum river flows. This planting schedule may be adjusted depending on river flows and in that case will be completed by mid summer. After the site is planted, it will be maintained and monitored until performance standards for vegetation, soil and hydrology have been met. Once the standards are met, the wetland will be considered self-sustaining and the project complete.

What will this area look like once the project is complete?
Once the area has been complete, a stroll down the Dallas Harris Legacy pathway will lead you along a diverse riparian wetland area with plant communities very similar to those historically found along the Boise River. Cottonwood trees will line the outer basin rim, while the shrub layer located just inside the cottonwoods will consist of willows, alders and dogwoods. Grasses, sedges and rushes will dominate the center of the wetland, also known as the herbaceous emergent zone. The end result will be an expansive area of habitat that will attract a wider variety and number of local wildlife, as the site will offer greater structural diversity than the current habitat area.

Phone: 208.344.1131, Fax: 208.344.1148
Harris Ranch, 2340 E. Mill Station Rd, Suite 101-A, Boise, Idaho 83716



HARRIS RANCH
(City South)

[illegible]

HIGHEST AND BEST USE

Defined

A definition of highest and best use is: "the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."

More specifically, the highest and best use of land or a site as though vacant is: "Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements."

The highest and best use of a property as improved is: "The use that should be made of a property as it exists. An existing property should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one." ³

Analysis

Based on the subject's development plan, the zoning will allow for a mixed use development on the subject and adjacent parcels. The subject was approved as a mixed use project by the City of Boise, and is zoned accordingly. Thus, the development plan for the project is paramount to the zoning. The subject would therefore have multiple highest and best uses at the point of development ranging from single-family uses to more intensively developed commercial and retail uses.

It is therefore the appraiser's conclusion that the highest and best use of the subject in the before condition would be for a mixed use development consistent with the development plan outlined herein. Additionally, in the after condition, the subject would also hold a highest and best use of being a mixed use development parcel, together with a provision of having 10 acres of undevelopable wetlands located on the southerly boundary of the larger parcel.

³ The Appraisal Institute, *The Dictionary of Real Estate Appraisal*, Third Edition, (Chicago, Illinois, 1993), pg. 171.

VALUATION

Appraisal Process

Valuation Methods:

The **Cost Approach** is the summation of the estimated value of the vacant land, and the estimated cost of replacing or reproducing the improvements, less deductions for accrued depreciation.

The **Income Approach** is the summation of the estimated annual market income for the subject property, less allowances for vacancy loss, credit loss and lessor-paid expenses, divided by an appropriate overall capitalization rate or discounted via an appropriate discount rate.

The **Sales Comparison Approach** compares other similar properties that have recently sold to the subject. This method for estimating market value by the Sales Comparison Approach was employed. In this method, the direct sales method, comparisons are made to demonstrate a probable price (i.e. market value) at which the subject property would be sold if offered on the market. These sales are subsequently adjusted to reflect market-recognized differences, as compared to the subject.

Appraisal Methods Used

The subject is appraised both in before and after conditions. As such, the Sales Comparison Approach is used in these analyses to estimate initially the value of the subject in the unencumbered condition and subsequently, as encumbered by a 10 acre conservation easement. Typical Cost and Income Approaches are not applicable to the subject property.

Based on the analysis of the subject ownership, it is possible to consider the entire unimproved ownership of the Harris Family Limited Partnership as a larger parcel. However, due to the nature of the encumbrance, it is estimated that all parcels within the geographic area owned by the Harris Family Limited Partnership would not benefit nor suffer as a result of the placement of this easement. Therefore, the appraiser has elected to define the larger parcel as the legally described parcel by Ada County since the subject is still an undeveloped property in both the before and after conditions.

THE SALES COMPARISON APPROACH

Estimated Market Value of the Property – Before Condition

In this analysis, sales of undeveloped riparian sites are analyzed to estimate a market value for the subject in the before condition.

Adjustment criteria includes locational characteristics whereby a plus adjustment is made for inferior locational attributes and a negative adjustment is placed on the comparable for a superior attribute. Sales 2, 3, 4 and 5 all received adjustments both positive and negative for locational differences.

Market Conditions adjustments are estimated at 1% per month prior to December of 2006. Subsequent to December of 2006, the market is perceived as being flat, having no appreciation apparent.

Finally, Sale No. 3 receives a downward adjustment for its relative size and development density to high density residential.

Following the narrative summary of the sales, a grid depicting these adjustments is presented.

Sale No. 1 – This sale is located in the **Waterfront District** on the Boise River, westerly of downtown Boise. This sale occurred in March of 2005 at a price of \$2,668,050. This results in a sales price of \$151,853 per acre for this 17.57 acre site. This is a planned development that features single-family units that are semi-detached. This sale is adjusted upwards for passage of time to \$187,082 per acre. No other adjustments are applied to this sale, providing an indication of \$187,082 per acre.

Sale No. 2 is located on Ulmer Lane off of State Street in northwest Boise. This property sold for \$1,850,000 in January of 2004. This represents \$100,543 per acre for this 18.40 acre site. This site is also a riparian site located adjacent to the Boise River. It is being developed for single-family purposes.

This sale is adjusted upwards for passage of time to \$142,470 per acre.

This sale is considered to have an inferior location when compared to the subject. It is also adjusted upwards for its inferior zoning characteristics when compared to the subject, and is therefore adjusted upwards by 15%. This results in an adjusted value indication of \$196,609 per acre.

Sale No. 3 – This property is located on Parkcenter Boulevard in southeast Boise. This site has frontage on Logger's Creek and sold for \$5,750,000 in June of 2006. This property includes 11.50 acres. The property has been subsequently cleared and approved for high-density development. This sale is adjusted upwards for passage of time to \$531,000 per acre.

This sale is considered to have a superior location when compared to the subject, and is therefore adjusted downwards by 40%. A downward adjustment is also indicated due to relative parcel size and the devoted high-density of development. This results in an adjusted value indication of \$229,392 per acre.

Sale No. 4 – This property is located on Riverside Drive in Eagle, Idaho. This sale occurred between June 2005 and October of 2007 at a total price of \$12,118,620. This results in a price of \$255,928 per acre for this 47.35 acre site. The site has excellent frontage on the Boise River and has Planned Unit Development capabilities. The sale is adjusted upwards for passage of time to \$281,009 per acre.

This sale is considered to have a somewhat superior location when compared to the subject, and is therefore adjusted downwards by 20%. After adjustment, the indication of value is \$224,808 per acre.

Sale No. 5 – This property is located on Highway 44 or State Street, adjacent to Sale No. 4. This property sold in September of 2005 at a price of \$8,200,000. This is also riparian development land located on the Boise River. It has 40.70 acres of total site area. It also has capability as a Planned Unit Development.

This sale is adjusted upwards for passage of time to \$233,436 per acre.

As with Sale No. 4, this sale is considered to have a superior location to the subject, in view of its proximity to Eagle, Idaho, a rapidly growing bedroom community for the city of Boise. After adjustment, the indicated value is \$186,748 per acre.

Summary and Conclusions

The sales presented in this analysis range from \$186,748 per acre to \$229,392 per acre after adjustment. The sales are considered to be appropriate comparables for the subject, primarily due to the Planned Unit nature of the subject together with the riparian influences. There was no support for relative size adjustments based on analysis of the sales with the exception of Sale No. 3, the smallest of the five sales. Thus, the appraiser has concluded a value for the subject as a larger parcel at a rate of \$200,000 as follows:

86.245 acres @ \$200,000 per acre = \$17,249,000

Thus, the subject's value in the before condition is estimated at \$17,249,000.

THE SALES COMPARISON APPROACH, Cont'd.

SALES COMPARISON ANALYSIS		1	2	3	4	5
Harris Ranch- Wetlands Tract- Larger Parcel Before Analysis		Waterfront District	Ulmer Lane off	ParkCenter	Riverside Drive	Lonesome Dove
MS-7822-B-08		Boise	State Street		Eagle	Eagle
NAME:		Waterfront	Ulmer	Roth Homes	Cornerstone	Hawkins
Harris Family Limited Partnership						
PROPERTY						
N/A						
\$0						
\$0						
\$1,850,000						
\$1,850,000						
\$100,543						
\$500,000						
\$255,928						
\$201,064						
September 2005						
Cash						
Option/Cash						
Fee Simple						
Fee Simple						
Fee Simple						
Riparian Development						
Land						
Mostly level						
Irregular shaped						
Boise River						
Planned PUD						
Eckert/Warm Springs						
88.245						
Proposed Mixed Use						
Riparian Development						
Land						
Mostly level						
Rectangular						
Boise River						
Single Family						
Ulmer						
18.40						
Single Family						
141.70%						
\$2,621,450						
\$142,470						
Riparian Development						
Land						
Mostly level						
Irregular shaped						
Boise River						
Planned PUD						
E. 38th St.						
17.57						
Proposed Mixed Use						
123.20%						
\$3,287,038						
\$187,082						
ADJUSTMENT FOR TERMS/						
ADJUSTED PRICE-LAND ONLY						
ADJUSTED PRICE-LAND ONLY/ACRE						
ADJUSTMENTS						
LOCATION						
PHYSICAL CHARACTERISTICS						
OTHER						
TOTAL ADJUSTMENT						
INDICATED VALUE/ ACRE						
\$187,082						
\$195,669						
120.00%						
115.00%						
100.00%						
100.00%						
138.00%						
60.00%						
90.00%						
80.00%						
43.20%						
\$229,392						
106.20%						
\$6,106,500						
\$531,000						
High Density						
11.50						
ParkCenter						
Planned PUD						
Mallard Creek						
Irregular shaped						
Mostly level						
Land						
Riparian Development						
\$5,750,000						
\$0						
\$5,750,000						
\$12,118,620						
\$0						
\$12,118,620						
\$255,928						
June 2005-10/07						
Option/Cash						
Fee Simple						
Fee Simple						
Riparian Development						
Land						
Mostly level						
Irregular shaped						
Boise River						
Planned PUD						
Hwy 44 & Riverside						
47.35						
Proposed Mixed Use						
109.80%						
\$13,306,245						
\$281,009						
Riparian Development						
Land						
Mostly level						
Irregular shaped						
Boise River						
Planned PUD						
Hwy 44 & Riverside						
40.78						
Proposed Mixed Use						
116.10%						
\$9,520,200						
\$233,436						
Riparian Development						
Land						
Mostly level						
Irregular shaped						
Boise River						
Planned PUD						
Hwy 44 & Riverside						
80.00%						
100.00%						
100.00%						
80.00%						
\$185,748						

Estimated Market Value – After Condition

In the after condition, the subject will include 76.245 acres of mixed use development area plus 10 acres of encumbered property that will be perpetually preserved as a wetlands and therefore totally undevelopable. In this analysis, the sales used include the previous five sales used in the before condition for the analysis of the 76.245 acre parcel. However, three additional sales are presented for the valuation of the wetlands area which is considered to be a low economic value since it cannot be developed. As such, it would serve as a potential amenity to surrounding land uses while having no or nominal intrinsic value. The three sales are discussed in the following paragraphs, and a presentation of the sales is outlined in the following sales grid.

Sale No. 6 – This property is located off of West Hill Road in northwest Boise. It sold in August of 2007 at a price of \$200,000, which represents \$5,006 per acre for this 39.95 acre parcel. This is an undeveloped site that is in an RP zone, which typically limits development to no less than one unit per 40 acres. Thus, this property had limited economic value and would require a significant developer's effort to create a legally buildable site. Nevertheless, this property does have retained development rights based on comparison with Sales 7 and 8. Thus, a downward adjustment on this sale is required at a rate of 55% to reflect an indication of \$2,253 per acre for the encumbered portion of the subject ownership.

Sale No. 7 – This property is located at 2505 West State Street in Eagle. The property involved includes an island site that contained 9.67 acres. The developer's acquisition of this property in 2005 allocated \$17,000 of the total sales price to the island portion of the property, representing \$1,759 per acre. This is undevelopable land and is to be used for open space.

This sale is adjusted upwards by 25.7% to provide an indication of \$2,211 per acre.

No other adjustments are necessary to this sale since it is viewed as an undevelopable site and will be used as an amenity for the adjoining development. Thus, the indication for value on this property is \$2,211 per acre.

Sale No. 8 – This property is located on Rocky Canyon Road in Ada County, Idaho. It sold for \$47,500 in May of 2005. This parcel included 40.90 acres of old mining claims that were patented. The unadjusted sales price is \$1,161 per acre. This sale is considered to be of limited economic potential

THE SALES COMPARISON APPROACH, Cont'd.

requiring significant effort by the owner to acquire development rights. The sale is adjusted upwards for passage of time to \$1,459 per acre.

This sale requires an upward adjustment of 50% for differences in property size and characteristics, being more remote and more difficult to access. After adjustment, the indicated value is \$2,190 per acre.

Summary and Conclusion

After adjustment, the above sales range from \$2,190 to \$2,253 per acre for limited economic site sales. These are considered to be more representative of the subject's encumbered portion as a result of the conservation easement. Therefore, the subject's value is estimated as follows:

76.245 acres at \$200,000 per acre =	\$15,249,000
Add 10 acres at \$2,250 per acre =	<u>\$ 22,500</u>
Total After Value =	\$15,271,500
Rounded To:	\$15,270,000

THE SALES COMPARISON APPROACH, Cont'd.

SALES COMPARISON ANALYSIS					
Harris Ranch - Wetlands Tract - Larger Parcel After Analysis					
MS-7822-B-08					
NAME:	SUBJECT	1	2	3	4
	PROPERTY	Waterfront District	Ulmer Lane off State Street	ParkCenter	Riverside Drive
		Boise	Ulmer	Roth Homes	Eagle
	Harris Family Limited Partnership	Waterfront	Ulmer		Cornerstone
					Hawkins
SALES PRICE	N/A	\$2,668,050	\$1,850,000	\$5,750,000	\$12,118,620
ESTIMATED IMPROVEMENT VALUE	\$0	\$0	\$0	\$0	\$0
LAND RESIDUAL	N/A	\$2,668,050	\$1,850,000	\$5,750,000	\$12,118,620
PRICE PER ACRE	N/A	\$151,853	\$100,543	\$500,000	\$255,928
DATE OF SALE	November 12, 2007	March 2005	January 2004	June 2008	June 2005-10/07
TERMS OF SALE	Assume Cash	Cash	Cash	Cash	Option/Cash
PROPERTY RIGHTS CONVEYED	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
PHYSICAL CHARACTERISTICS:					
LAND TYPE	Riparian Development	Riparian Development	Riparian Development	Riparian Development	Riparian Development
TOPOGRAPHY	Land	Land	Land	Land	Land
PHYSICAL CHARACTERISTICS	Mostly level	Mostly level	Mostly level	Mostly level	Mostly level
WATER AMENITY	Irregular shaped	Irregular shaped	Rectangular	Irregular shaped	Irregular shaped
OTHER	Boise River	Boise River	Boise River	Mallard Creek	Boise River
ACCESS	Planned PUD	Planned PUD	Single Family	Planned PUD	Planned PUD
SITE SIZE IN ACRES	76.245	E. 38th St.	Ulmer	ParkCenter	Hwy 44 & Riverside
ZONING/ DENSITY	Proposed Mixed Use	17.57	18.40	11.50	47.35
		Proposed Mixed Use	Single Family	High Density	Proposed Mixed Use
ADJUSTMENT FOR TERMS/		123.20%	141.70%	106.20%	109.80%
ADJUSTED PRICE-LAND ONLY		\$3,287,038	\$2,621,450	\$6,106,500	\$13,306,246
ADJUSTED PRICE-LAND ONLY/ACRE		\$187,082	\$142,470	\$531,000	\$281,009
ADJUSTMENTS					
LOCATION	100.00%	100.00%	120.00%	60.00%	80.00%
PHYSICAL CHARACTERISTICS	100.00%	100.00%	115.00%	90.00%	100.00%
OTHER	100.00%	100.00%	100.00%	80.00%	100.00%
TOTAL ADJUSTMENT	100.00%	100.00%	138.00%	43.20%	80.00%
INDICATED VALUE/ ACRE	\$187,082	\$196,609	\$229,392	\$224,808	\$196,748

THE SALES COMPARISON APPROACH, Cont'd.

SALES COMPARISON ANALYSIS

Harris Ranch- Wetlands Analysis
MS-7822-B-08

	SUBJECT PROPERTY	6 W. Hill Road Boise	7 2505 W. State Eagle	8 Rocky Canyon Rd. Ada County
NAME:	Harris Family Limited Partnership	N/A	Tri Cedars Management	Twilegar
SALES PRICE	N/A	\$200,000	\$17,000	\$47,500
ESTIMATED IMPROVEMENT VALUE	\$0	\$0	\$0	\$0
LAND RESIDUAL	N/A	\$200,000	\$17,000	\$47,500
PRICE PER ACRE	N/A	\$5,006	\$1,759	\$1,161
DATE OF SALE	November 12, 2007	August 2007	January 2005	May 2005
TERMS OF SALE	Assume Cash	Cash-Auction	Cash	Cash
PROPERTY RIGHTS CONVEYED	Fee Simple	Fee Simple	Fee Simple	Fee Simple
PHYSICAL CHARACTERISTICS:				
LAND TYPE	Wetlands	Foothill - Undeveloped Land	Island Site	Foothill Site
TOPOGRAPHY	Mostly level	Sloping	Mostly level	Sloping
PHYSICAL CHARACTERISTICS	Irregular shaped	Sectional	Irregular shaped	Sectional
WATER AMENITY	Boise River	None	Boise River	None
OTHER	Donated Wetland Tract	Raw Land- Limited Economic Value: Possible Homesite	Undevelopable Island to be used as open space	Old Mining Site: Limited Economic Value: Buyer had to Extend Power
ACCESS	Eckert	Hill Rd. to Moore access	State	State
SITE SIZE IN ACRES	10.000	39.95	9.67	40.90
ZONING/DENSITY	Wetlands	RP	Transitional	Transitional
ADJUSTMENT FOR TERMS/ ADJUSTED PRICE-LAND ONLY		<u>100.00%</u>	<u>125.70%</u>	<u>125.70%</u>
ADJUSTED PRICE-LAND ONLY/ACRE		<u>\$200,000</u> <u>\$5,006</u>	<u>\$21,369</u> <u>\$2,211</u>	<u>\$59,708</u> <u>\$1,460</u>
ADJUSTMENTS				
LOCATION		100.00%	100.00%	100.00%
PHYSICAL CHARACTERISTICS		100.00%	100.00%	150.00%
RETAINED RIGHTS		45.00%	100.00%	100.00%
TOTAL ADJUSTMENT		45.00%	100.00%	150.00%
INDICATED VALUE/ ACRE		<u>\$2,253</u>	<u>\$2,211</u>	<u>\$2,190</u>

RECONCILIATION AND FINAL MARKET VALUE ESTIMATE

Only the Sales Comparison Approach was been used to value the subject both in before and after conditions. Initially, the subject has been valued as an unencumbered 86.245 acre parcel. Subsequently, the subject was valued as a 76.245 acre parcel and a 10 acre encumbered parcel. The difference in the before and after values results in an indication of the easement value utilized in the Charitable Non-Cash Donation calculation for the grantor.

Thus, the subject's value is estimated as follows:

Before Value	\$17,249,000
Less After Value	<u>\$15,270,000</u>
Easement Value	<u>\$ 1,979,000</u>

Therefore, subject to the Assumptions and Limiting Conditions set forth, and based on the information and analyses presented in this report, the estimated market value of the easement as of November 12, 2007, was:

*****ONE MILLION NINE HUNDRED SEVENTY NINE THOUSAND DOLLARS*****

***** (\$1,979,000) *****

CERTIFICATION

I, Joe Corlett, MAI, SRA, certify that, to the best of my knowledge and belief:

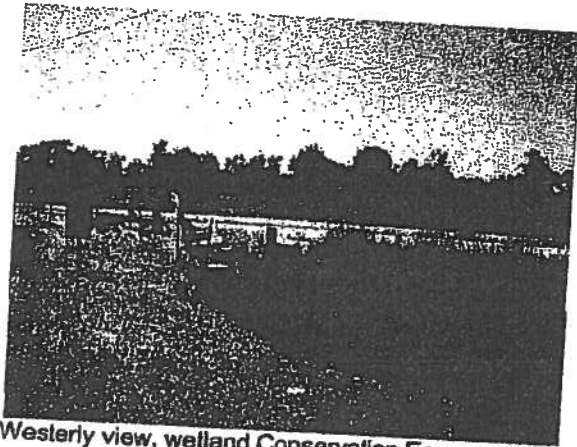
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the a cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- As of the date of this report, I, Joe Corlett, MAI, SRA, have completed the continuing education program of the Appraisal Institute.
- Effective July 1, 1992, the State of Idaho implemented a mandatory program of licensing/certification of real estate appraisers. I have met the qualifications to appraise all types of real estate and am currently certified. My certification number is CGA-7.



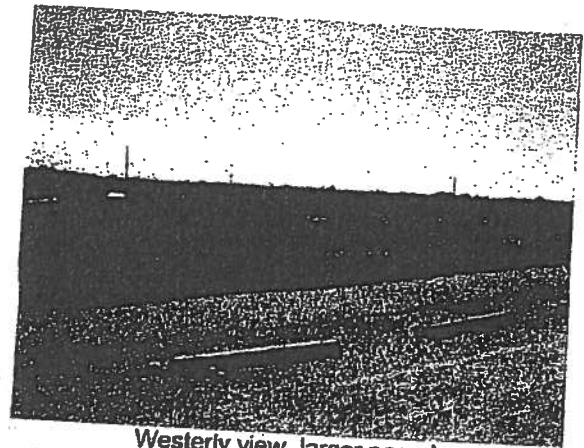
Joe Corlett, MAI, SRA

Dated: August 14, 2008

PHOTOGRAPHS OF THE SUBJECT



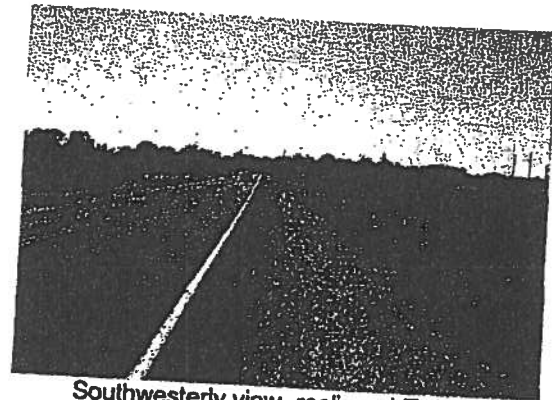
Westerly view, wetland Conservation Easement site



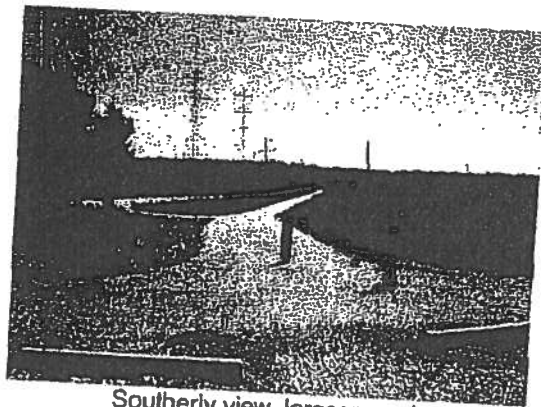
Westerly view, larger parcel



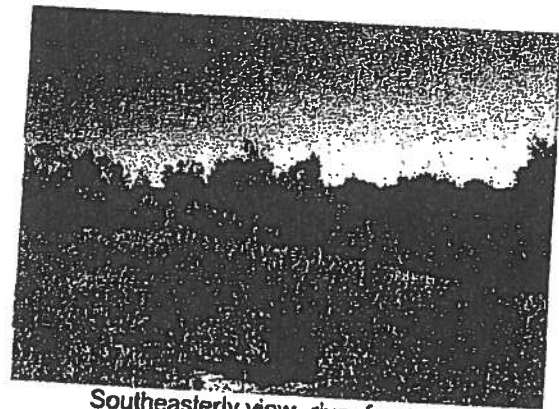
Easterly view, wetland Conservation Easement site



Southwesterly view, realigned Eckert



Southerly view, larger parcel

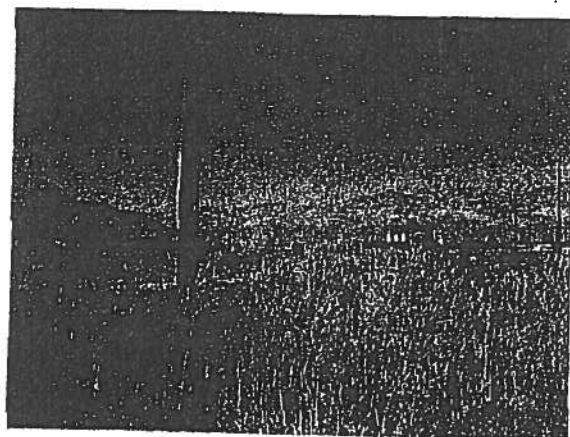


Southeasterly view, river frontage

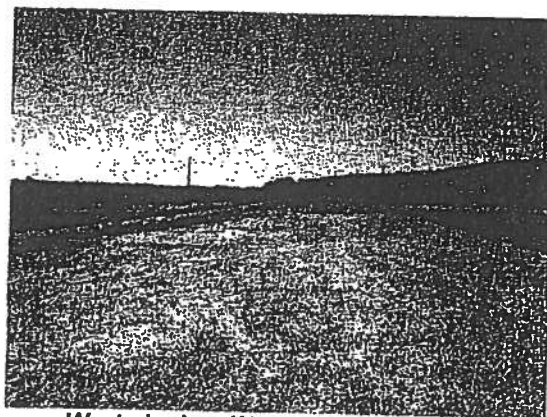
PHOTOGRAPHS OF THE SUBJECT, Cont'd.



Northwesterly view



Northwesterly view, larger parcel



Westerly view, Warm Springs frontage

DEED OF CONSERVATION EASEMENT

To all future owners of the property described herein located in Ada County, Idaho:

This DEED OF CONSERVATION EASEMENT ("Conservation Easement") is made and entered into this ____ day of _____, 2007, by and between Harris Family Limited Partnership, an Idaho limited liability partnership ("Grantor"), whose address is c/o LeNir, Ltd. 4940 Mill Station Drive, Boise, Idaho 83716 and the Idaho Foundation for Parks and Lands, Inc., an Idaho nonprofit corporation ("Holder"), whose address is 5657 Warm Springs Avenue, Boise, Idaho 83716, and the Ada County Highway District, a body corporate and politic in the state of Idaho ("ACHD"), whose address is 3775 N. Adams Street, Garden City, Idaho 83714-6499.

RECITALS

- A. The development of the East ParkCenter Bridge in Ada County, Idaho is subject to the regulatory jurisdiction of the United States Army Corps of Engineers (the "Corps").
- B. The Army Corps Clean Water Act (the "CWA") 404 Permit #NWW-2006-615-B01 (the "Permit"), a copy of which is attached hereto and incorporated herein by reference as Exhibit A, authorizes certain activities that affect waters of the United States.
- C. The Permit requires that ACHD preserve and protect the wetland functions of certain real property identified in the Permit by keeping it in substantially the condition that is specified by the East ParkCenter Bridge Wetlands Mitigation Plan and required by the Permit (the "Permitted Condition").
- D. Grantor is the owner of real property more particularly described in Exhibit B attached hereto and incorporated herein (the "Property").
- E. Grantor has agreed with ACHD pursuant to that certain Development Agreement dated July 29, 2005, as amended by that certain First Amendment to Development Agreement dated November 28, 2007 and consideration therein, that Grantor will convey to Holder a conservation easement placing certain limitations on the use of the Property and affirmative obligations on the Holder for the protection of the wetlands functions of the Property, and in order that the Property shall remain substantially in its Permitted Condition forever as may be modified in accordance with the Permit or a Corps-approved mitigation plan.
- F. Holder, as a charitable corporation organized under the laws of the state of Idaho, and possessing the authority to hold this easement, desires to accept the conservation easement, including covenants and agreements, on, over, under and across the Property.
- G. ACHD, as the holder of the Permit, desires a third-party right of enforcement of this Conservation Easement pursuant to Idaho Code Section 55-2103 (1)(c).

DEED OF CONSERVATION EASEMENT

E. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

F. Agricultural use, industrial use, or commercial use;

G. Using herbicides or pesticides without prior consent of Holder or designated third-party; and

H. Any other use of, or activity on, the Property that is or may become inconsistent with the purposes of this grant, the Permit, a Corps-approved mitigation plan, the preservation of the Property substantially in its Permitted Condition, or the protection of its environment is prohibited.

III. USES AND PRACTICES CONSISTENT WITH THE CONSERVATION EASEMENT. The following uses and practices upon the Property, though not exhaustive, are consistent with and shall be permitted by this Conservation Easement, except for the requirement of prior approval by the Holder or its successors where such requirement is expressly provided herein:

A. Landscaping to prevent severe erosion or damage to the Property, provided that such landscaping is consistent with preserving the Permitted Condition of the Property. Landscaping shall be coordinated with and approved by Holder, or performed in accordance with a mitigation plan approved by the Corps;

B. Pruning trees and shrubs to prevent health and safety hazards, including but not limited to fire hazards, site obstructions, and road obstructions. Pruning shall be coordinated with and approved by Holder, or performed in accordance with a Corps-approved mitigation plan;

C. Any and all construction and maintenance work required by a mitigation plan approved by the Corps; and

D. All other acts or uses not prohibited by this Conservation Easement, which are consistent with the conservation purposes of this grant.

IV. ENFORCEMENT.

A. Grantor intends that enforcement of the Permit and provisions of this Conservation Easement shall be at the discretion of Holder, and that Holder's failure to exercise its right under this Conservation Easement in the event of any breach of this Conservation Easement by the Grantor shall not be deemed or construed to be a waiver of Holder's enforcement rights under this Conservation Easement in the event of any subsequent breach.

B. If Grantor violates the terms of this Conservation Easement, Holder shall have all remedies available at law and equity, including without limitation the right to seek an injunction with respect to such activity and to cause restoration to that portion of the Property affected by such activity to the condition that existed prior to the undertaking the prohibited activity.

DEED OF CONSERVATION EASEMENT - 3

C. Holder will pay all costs associated with its obligation to preserve and protect in perpetuity the natural, ecological, open space and wetland values of the Property, including costs associated with monitoring compliance with the terms of this Conservation Easement, but excluding costs associated with bringing the Property into compliance with the Permit and achieving a success point pursuant to the Permit or a Corps-approved mitigation plan, which shall be the sole responsibility of Grantor. Grantor, however, intends that any costs incurred by Holder in enforcing, judicially or otherwise, the terms and restrictions of this Conservation Easement against Grantor, its successors, assigns, or authorized agents, shall be born by Grantor, its successors, assigns, or authorized agents.

D. ACHD shall have a third-party right of enforcement under this Conservation Easement as provided in Idaho Code § 55-2102(2) and § 55-2103(1) (c), and may bring an enforcement action against Grantor, its heirs, successors, or assigns, or the Holder, its heirs, successors, or assigns, for any actions by the respective party for any violation of this Conservation Easement, the Permit, or applicable law. Without limiting the foregoing, in the event of a violation of this Conservation Easement by either Grantor or by Holder, ACHD shall immediately have the right to take all steps reasonably and necessary to ensure compliance with the Permit and/or a Corps-approved mitigation plan for the Property, including, without limitation, taking temporary possession of the Property to enable ACHD to secure any maintenance required to be in compliance with the Permit and/or a Corps-approved mitigation plan. In connection with the foregoing, in the event of notice by the Corps to ACHD that the Property is not in compliance with the Permit and/or a Corps-approved mitigation plan, Grantor or Holder, as appropriate and necessary, shall grant a power of attorney to ACHD authorizing ACHD to take any steps necessary to secure any maintenance or construction required to bring the Property into compliance with this Conservation Easement, the Permit, and/or a Corps-approved mitigation plan for the Property. In addition to all other remedies set forth in this Section, if Grantor or Holder violate the terms of this Conservation Easement, ACHD shall have all other remedies available at law and equity, including without limitation the right to seek an injunction with respect to such activity and to cause restoration to that portion of the Property affected by any activity to the condition that existed prior to the undertaking the prohibited activity.

V. ASSIGNMENT. Holder may assign its interest in this Conservation Easement to any qualified holder as defined under Idaho Code, Section 55-2101(2), but only upon 30 (thirty) days prior written notice to Grantor, ACHD and the Corps. As a condition of such transfer, the transferee shall agree to all of the restrictions, rights, and provisions herein, shall fully assume all liabilities of Holder hereunder, and shall continue to carry out the purpose of this Conservation Easement. In the event that Holder is voluntarily or involuntarily dissolved without having assigned this Conservation Easement, all of Holder's right, title, and interest in and to this Conservation Easement shall be deemed automatically transferred and assigned to ACHD, which shall, in turn, be obligated to either (i) assume in writing all of Holder's obligations and responsibilities under this Conservation Easement, or (ii) assign the Conservation Easement to a qualified holder as defined in Idaho Code § 55-2101(2).

H. The state of Idaho has recognized the importance and validity of conservation easements by its enactment of the Uniform Conservation Easement Act, Idaho Code Sections 55-2101 through 2109, under which this Conservation Easement is created.

GRANT

NOW THEREFORE, for the foregoing consideration, and in further consideration of the restrictions, rights and agreements herein, Grantor conveys to Holder a conservation easement on, over, under, and across the Property, together with access, in perpetuity, consisting of and subject to the rights, conditions, and restrictions enumerated below and those interests of record as of the date of this Conservation Easement first written above. Holder accepts the Conservation Easement and agrees to all attendant terms and conditions as further provided herein:

I. **PURPOSES/RIGHTS OF HOLDER.** It is the purpose of this Conservation Easement to assure that the Property will be retained forever substantially in its Permitted Condition and to prevent any use of the Property that will impair or interfere with the existing wetland functions on the Property. To carry out this purpose, the following rights are conveyed to the Holder:

A. To identify, preserve, and protect wetlands, and in consultation with Grantor, to enhance the natural and ecological features of the Property, including without limitation topography, soil, hydrology, vegetation, and wildlife;

B. To enter upon the Property at reasonable times to enforce the rights herein granted and to observe, study, and make scientific observation of the Property, upon prior notice to the Grantor, its heirs, successors, or assigns, in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor, its heirs, successors or assigns at the time of entry; and

C. To enjoin any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

II. **RESTRICTIONS.** This Conservation Easement prohibits and limits the following activity on, over, under, and across the Property, except as otherwise provided herein and by the Permit or a Corps-approved mitigation plan:

A. Changing, disturbing, altering, or impairing the natural riparian ecosystem and other natural, ecological or wildlife features or values;

B. Construction or placing buildings, roads, signs, billboards, or other advertising, utilities, or other structures;

C. Dumping or placing of soil or other substances or material as landfill, or dumping or placing trash, waste, or other unsightly or offensive materials;

D. Removal or destruction of live trees, shrubs, or other vegetation, except for the removal of noxious or exotic invasive plant species;

DEED OF CONSERVATION EASEMENT - 2

VI. GRANTOR'S TRANSFER OF THE PROPERTY.

A. This Conservation Easement shall run with and burden title to the Property in perpetuity for the benefit of the Holder or its assigns and successors, and shall bind Grantor's heirs, successors or assigns.

B. If Holder, its heirs, successors, or assigns, acquire fee title to the Property from Grantor, its heirs, successors, or assigns, it is agreed that the easement will not merge into the dominant estate. Rather, the restrictions, responsibilities, and rights of the Grantor will pass to the Holder upon taking title to the Property. This instrument will continue to be a conservation deed restriction on the Property, subject to all rights, restrictions, and purposes described herein.

C. Grantor shall be responsible for construction, monitoring, and maintenance, consistent with the Corps-approved mitigation plan and Permit until the wetlands have met its performance standards as specified in the mitigation plan. After that time, Holder will assume long-term maintenance of the site.

VII. REVOKE, RELEASE, ALTER, AMEND. This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties, their heirs, assigns, or successors. Such an agreement shall be filed in the public records of Ada County, Idaho.

VIII. EXTINGUISHMENT AND PROCEEDS. Upon the recordation hereof, this Conservation Easement constitutes a real property interest immediately vested in Holder. In the event that a subsequent unexpected change in the conditions surrounding the Property make impossible or impracticable the continued use of all or a portion of the Property for the conservation purposes established herein, such that the conservation restrictions contained in this Conservation Easement are extinguished for all or such portion of the Property by judicial proceeding, and all or such portion of the Property is sold, exchanged or involuntarily converted following extinguishment (including but not limited to the exercise of eminent domain), Holder shall use its share of any proceeds it receives to purchase substitute conservation lands, to the extent such proceeds allow, which shall be subject to the same terms and conditions of the this Conservation Easement and Permit.

IX. TAXES AND OTHER ASSESSMENTS. Grantor shall pay all real property taxes and other assessments levied by competent authority on the Property.

X. WARRANTY. This Conservation Easement is made with general warranty of title. Grantor owns the unencumbered Property in fee simple, and has all requisite power and authority to convey the interest herein.

XI. SEVERABILITY. If any part of this Conservation Easement is found to be void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

XII. NOTICES. Any notice required to be given hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if

DEED OF CONSERVATION EASEMENT - 5

not, then on the next business day, (c) four (4) days after having been sent by prepaid registered or certified mail, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be to the following addresses:

If to Grantor: Harris Family Limited Partnership
Attn: Doug Fowler, LeNir, Ltd.
4940 Mill Station Drive
Boise, ID 83716
Telephone: (208) 344-1131
Facsimile: (208) 344-1148

If to ACHD: Ada County Highway District
Attn: Director
3775 N. Adams Street
Garden City, Idaho 83714-6499
Telephone: (208) 387-6180
Facsimile: (208) 387-6393

If to the Holder: Idaho Foundation for Parks and Lands, Inc.
Attn: Sharon Hubler
5657 Warm Springs Avenue
Boise, ID 83716
Telephone: (208) 344-7141
Facsimile: (208) 344-5910

All notices provided to Grantor shall be provided with a copy of notice to ACHD, and all notices provided to ACHD shall be provided with a copy of notice to Grantor.

XIII. EFFECTIVE UPON RECORDING. This Conservation Easement shall be effective upon recording. The Holder shall record this instrument in a timely fashion in the official records of Ada County, Idaho, and may re-record it at any time as may be required to preserve Holder's rights in this Conservation Easement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Conservation Easement as of the date first written above.

GRANTOR

HARRIS FAMILY LIMITED
PARTNERSHIP, an Idaho limited partnership

By: Harris Management Company, LLC, its
General Partner

MEMBERS

Brian R. Harris
Brian R. Harris
Class A

Mildred H. Davis
Mildred H. Davis
Class B

Felicia H. Burkhalter
Felicia H. Burkhalter
Class C

Alta M. Harris
Alta M. Harris
Class D

MANAGERS

Brian R. Harris
Brian R. Harris
Class A Manager

Mildred H. Davis
Mildred H. Davis
Class B Manager

Felicia H. Burkhalter
Felicia H. Burkhalter
Class C Manager

Alta M. Harris
Alta M. Harris
Class D Manager

DEED OF CONSERVATION EASEMENT - 7

HOLDER

Idaho Foundation for Parks and Lands, Inc.

By: _____

Its: _____

ACHD

Ada County Highway District

By: John A. Frank

Its: President

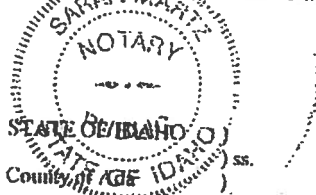
[Notary acknowledgments follow.]

DEED OF CONSERVATION EASEMENT - 8

STATE OF IDAHO)
) ss.
County of Ada)

On this 9 day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian R. Harris, known or identified to me to be a Manager of Harris Management, LLC, the general partner of Harris Family Limited Partnership, and Idaho limited partnership that executed the instrument or the person who executed the instrument on behalf of said partnership, and acknowledged to me that such person executed the same.

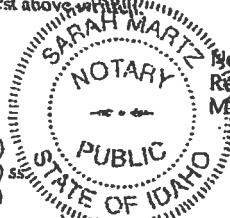
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Sarah Martz
Residing at Boise, ID
My commission expires: November 14, 2011

On this 9 day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Mildred H. Davis, known or identified to me to be a Manager of Harris Management, LLC, the general partner of Harris Family Limited Partnership, and Idaho limited partnership that executed the instrument or the person who executed the instrument on behalf of said partnership, and acknowledged to me that such person 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.

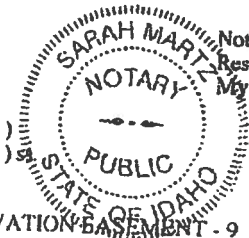


Notary Public for Sarah Martz
Residing at Boise, ID
My commission expires: November 14, 2011

STATE OF IDAHO)
) ss.
County of Ada)

On this 9 day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Felicia H. Burkhalter, known or identified to me to be a Manager of Harris Management, LLC, the general partner of Harris Family Limited Partnership, and Idaho limited partnership that executed the instrument or the person who executed the instrument on behalf of said partnership, and acknowledged to me that such person 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.



Notary Public for Sarah Martz
Residing at Boise, ID
My commission expires: November 14, 2011

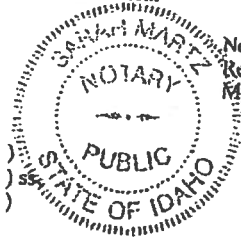
STATE OF IDAHO)
) ss.
County of Ada)

DEED OF CONSERVATION EASEMENT - 9

County of Ada)

On this 12 day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Alta M. Harris, known or identified to me to be a Manager of Harris Management, LLC, the general partner of Harris Family Limited Partnership, and Idaho limited partnership that executed the instrument or the person who executed the instrument on behalf of said partnership, and acknowledged to me that such person 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.



Notary Public for Sarah Martin
Residing at Boise, ID
My commission expires: November 10, 2011

STATE OF IDAHO)

County of Ada)

On this ____ day of _____, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of Idaho Foundation for Parks and Lands, Inc., the individual who executed the instrument on behalf of said corporation, and acknowledged to me that such person 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.

Notary Public for _____
Residing at _____
My commission expires: _____

STATE OF IDAHO)
County of Ada) ss.

On this 28th day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared John S. Franden known or identified to me to be the President of the Ada County Highway District, a body corporate and politic, who executed the instrument on behalf of said entity, and acknowledged to me that such person 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.



Notary Public for Susan K. Slaughter
Residing at Boise, Idaho
My commission expires: 4-8-2009

DEED OF CONSERVATION EASEMENT - 10

DEPARTMENT OF THE ARMY PERMIT

Permittee: Ada County Highway District

Permit Number: NWW-2006-615-B01

Issuing Office: Walla Walla District

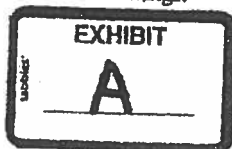
NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:

Discharge 15,125 cubic yards of concrete, rock riprap, gravel fill, pit run fill, native dirt fill, bedding gravel, asphalt and structural steel into 2.40 acres of wetlands (emergent 0.9 acre; scrub/shrub 0.9 acre; forested 0.60 acre) adjacent to Logger's Creek, the Boise River and Walling Ditch. Work would also impact 0.04 acre of open channel on Logger's Creek and temporary fills from the construction of equipment pads would impact 0.21 acre of open water in the Boise River. Project is to construct the East Park Center Bridge. Specific discharges authorized for this project are as follows:

- Discharge 557 cubic yards of concrete, rock, earth fill and structural steel into Logger's Creek (0.04 acre open water) and adjacent wetlands (0.03 acre) to install a 36- by 178-foot pre-cast Con/Span arch culvert. Discharge 338 cubic yards of gravel fill material with two 48- by 50-foot culverts into Logger's Creek to install a temporary equipment access road. This temporary access road would be located in the same location as the proposed arch culvert.
- Discharge 120 cubic yards of pre-cast concrete into the Boise River to install two temporary construction tower fills, one measuring 24.5- by 80-feet and the other measuring 20- by 75-feet (open water impacts 0.09 acre; 0.02 acre wetlands). Discharge 910 cubic yards of gravel fill material in the Boise River to construct a temporary crane equipment pad (50- by 80-feet and 15- by 75-feet) along the north bank of the river (open water 0.12 acre; 0.01 acre wetlands). The fill would be contained within either a steel sheet pile wall or a concrete barrier wall.
- Discharge 250 cubic yards of concrete, earthen fill material, rock riprap and structural steel into 0.02 acre of scrub-shrub wetlands to construct Bridge Abutment #2, as shown on Sheet 6 of the drawings.
- Excavate 1,300 cubic yards of native fill material from 0.5 acre of scrub/shrub and forested wetlands and discharge 300 cubic yards of reinforced turf into the same wetland area to create an overflow channel.
- Discharge 519 cubic yards of gravel fill and concrete into wetlands (0.07 acre) to construct pathway F, as shown on Sheet 7 of the drawings.
- Discharge 350 cubic yards of gravel fill material into wetlands (0.04 acre) to construct pathway G, as shown on Sheet 7 of the drawings.



- Discharge 2,796 cubic yards of gravel fill and asphalt into wetlands (0.35 acre) to construct pathway H, as shown on Sheets 8 and 9 of the drawings.
- Discharge 500 cubic yards of native dirt fill into 0.81 acre of wetlands associated with the realignment and back filling of 850 linear feet of Walling Ditch.
- Discharge 583 cubic yards of concrete, rock riprap and pit run fill material into 0.06 acre of wetlands associated with the construction of a 101- by 76-foot span bridge with concrete abutments and wing walls over the re-aligned Walling Ditch.
- Discharge 500 cubic yards of bedding gravel and native dirt fill into 0.04 acre of wetlands to install a buried sewer line. Wetlands disturbed would be restored to pre-construction conditions.
- Discharge 150 cubic yards of gravel fill material into 0.04 acre of wetlands to install a temporary equipment construction access in the Walling Ditch.
- Discharge 8,500 cubic yards of pit run fill material and asphalt into 0.52 acre of wetlands to construct the roadway from the new Walling Ditch Bridge to the connection with existing Warm Springs Avenue.
- Discharge 4 cubic yards of native dirt fill and rock riprap to install a storm water outfall along the south bank of the Boise River.
- Discharge 30 cubic yards of native dirt fill and concrete into an unnamed ditch to replace an existing 36-inch diameter culvert on Warm Spring Avenue with twin 36-inch diameter culverts with concrete headwalls.

THE PROJECT SHALL BE CONSTRUCTED ACCORDING TO THE ENCLOSED PLANS AND DRAWINGS (SHEETS 1 THROUGH 12)

Project Location:

Loggers Creek, Boise River, Walling Ditch, unnamed drainage ditch and adjacent wetlands, in the SW ¼ of Section 19, Township 3 North, Range 3 East, approximately 5 miles east of Boise, in Ada County, Idaho.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on October 26, 2010. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification from this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.

Special Conditions:

1. The permittee shall implement the May 2007 mitigation plan entitled "East Park Center Bridge Wetland Mitigation Site, Boise, Idaho" concurrent with project construction to compensate for the loss of 2.4 acres of wetlands.

2. The permittee shall accomplish the following regarding the conservation easement:

- a. Provide the Corps of Engineers with a copy of the draft conservation easement and obtain written approval of the draft from the Corps of Engineers.
- b. Submit a copy of the Corps-approved conservation easement signed by Idaho Foundation for Parks and Lands, Inc., the landowner, and the permittee, and recorded with Ada County within 60 days of the date the Corps of Engineers signs the Department of the Army permit.
- c. The permittee shall not amend, alter, or terminate the conservation easement, or transfer the holder of the conservation easement to another holder, without prior written approval from the Corps of Engineers.
- d. The permittee shall enforce the terms of the conservation easement. The signed, Corps-approved conservation easement and terms contained therein are incorporated by reference into this permit.

3. The permittee shall close the Chatburn Weir when the temporary equipment access road is installed into Logger Creek and when it is removed to minimize the transport of sediment downstream into Loggers Creek and the Boise River. The Chatburn Weir shall be open when the temporary equipment access road is in place to maintain flows downstream and avoid adverse effects to the resident fishery.

4. The permittee may not install the temporary crane tower pads and the equipment pad fill along the north bank of the Boise River in the river unless river flows are equal to or less than 400 cfs. This is to minimize scour affects on the south bank Boise River and prevent damage to the

Chatburn Weir. If flows are predicted to reach 500 cfs after the temporary fill is installed, the permittee shall hold an on-site meeting with the Corps of Engineers and contractor to determine if flows are adversely affecting the south river bank and the weir. If the Corps of Engineers determines the equipment pad and crane tower pads will result in an adverse affect to the river bank or the weir, the permittee shall remove the temporary pad fills from the Boise River. If flows are predicted to exceed 500 cfs, the permittee shall remove the temporary equipment pad and crane tower pads from the river.

5. The permittee shall implement the conservation measures and construction sequencing measures as outlined in Attachment E-Biological Assessment and Section 7 Consultation to minimize impacts to wintering bald eagles. A bald eagle monitoring plan based on the programmatic Biological Assessment for Bald Eagles (Moroz, P. and R.A. House, 1998) shall be developed and coordinated directly with the US Fish and Wildlife Service.

6. The permittee shall remove the temporary equipment pad fill and temporary crane pad fill from the river and restore the river bottom to pre-construction contours, to minimize impacts to current and circulation patterns in the Boise River.

Further Information:

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities

undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give you favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE)

(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

for (DISTRICT COMMANDER)

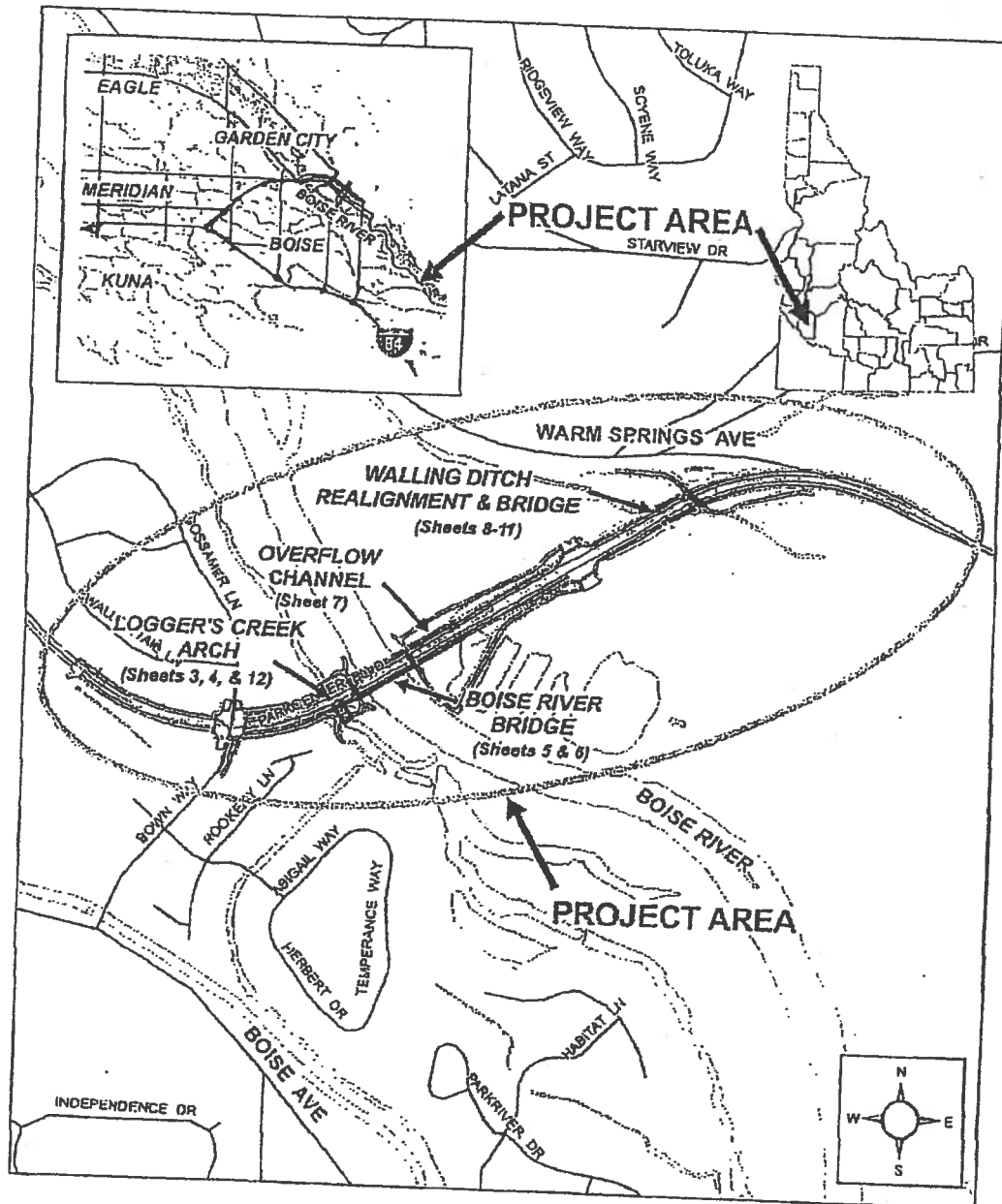
A. Bradley Daly
Chief, Regulatory Division

(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

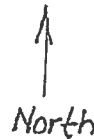
(TRANSFEREE)

(DATE)



Ada County Highway District
**PROPOSED EAST PARKCENTER
 RIVER CROSSING**
 Project No. 60079
 Sec. 19, T. 3 N., R. 3 E., B.M.

File No. NWW-2006-615-BOI
 Applicant: Ada County Highway District
 Waterways: Boise River, Logger's Creek,
 and Walling Ditch
 Ada County / Idaho
 Sheet 1 of 12
 Date: May 11, 2007
 (Updated: Oct. 3, 2007)



Ada County Highway District

EAST PARKCENTER RIVER CROSSING

Project No. 60079

Sec. 19, T. 3 N., R. 3 E., B. M.

Wetland Impacts

Impact analysis is based on funding plan
as of 04-03-07

File No. NWTY-2006-615-B01

Applicant: Ada County Highway District
Waterways: Boise River, Logger's Creek,
Wallace River

Walling District
Ada County, Idaho

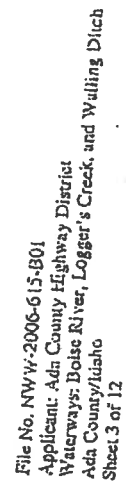
Sheet 2 of 12

1. **Lagoon Creek Watershed Impacts**
Palustrine Forest 367 SF (+/- 0.03 acres)
Palustrine Scrub Shrub 1,200 SF (+/- 0.03 acres)
2. **Biggs River Ridge Watershed Impacts**
Palustrine Forest 41,600 SF (+/- 0.15 acres)
Palustrine Scrub Shrub 1,600 SF (+/- 0.05 acres)
3. **Reddy River and Little Poudre Watershed Impacts**
Palustrine Forest 18,000 SF (+/- 0.03 acres)
Palustrine Scrub Shrub 1,200 SF (+/- 0.01 acres)
4. **Walking Dutch Watershed Impacts**
Palustrine Forest 33,000 SF (+/- 0.01 acres)
Palustrine Scrub Shrub 33,000 SF (+/- 0.01 acres)
5. **Debris River Watershed Impacts**
Palustrine Forest 72 SF (+/- 0.0016 acres)
Palustrine Scrub Shrub 367 SF (+/- 0.008 acres)
- Total Watershed Impacts +/- 2.4 acres**

4a. Walling Ditch Wetland Impacts
Palustrine Scrub Shrub:
367 SF (+/- 0.008 acres)

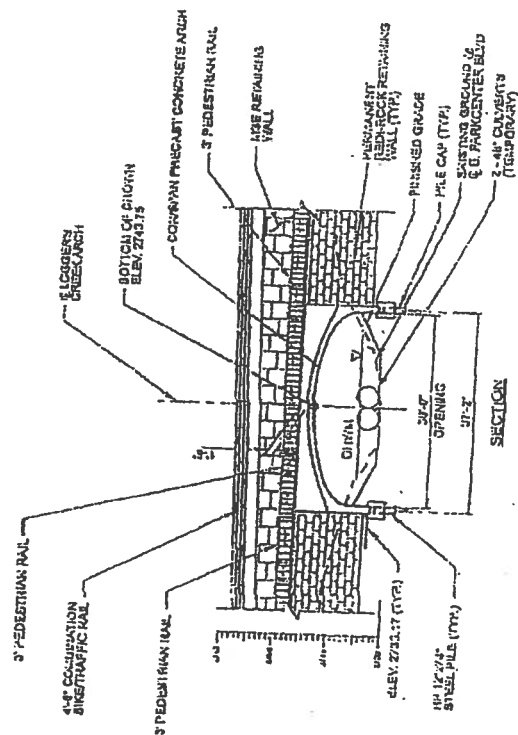
S. Denis Alver Watered Impartly
Palustrine Forest:
72 SF (+/- 0.0016 acres)

72 SF (+/- 0.0016 sec)

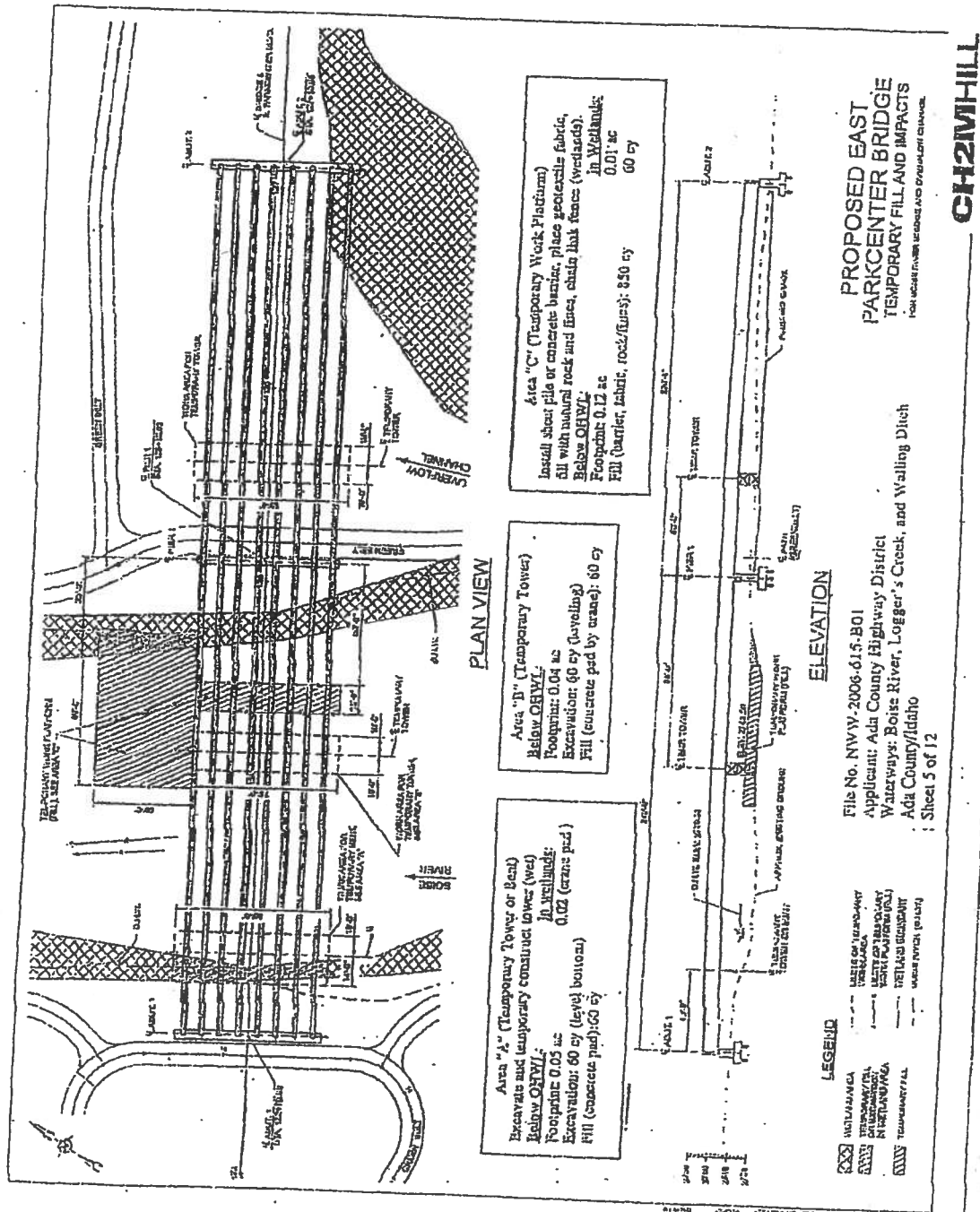


Can/Spant Precast Arch (Permanent)	In wellsands:
Below OHVCL:	
Footprint: 0.04 ac	0.03 cy
Excavate: 252 cy	262 cy
Concrete footings: 52 cy	18 cy
Pile: 12 cy	4 cy
Structure arch: 34 cy	57 cy
Backfill rock & earth: 130 cy	224 cy
Total fill: 254 cy	303 cy

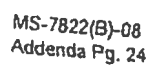
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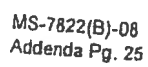


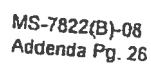
Ada County Highway District 1980		Project No. 00070 1980		Proposed East Parkcenter Bridge Loggers Creek Bridge		HDR	
Date: 10/1/80		Date: 10/1/80		Date: 10/1/80		Date: 10/1/80	
By: [Signature]		By: [Signature]		By: [Signature]		By: [Signature]	
Title: [Blank]		Title: [Blank]		Title: [Blank]		Title: [Blank]	

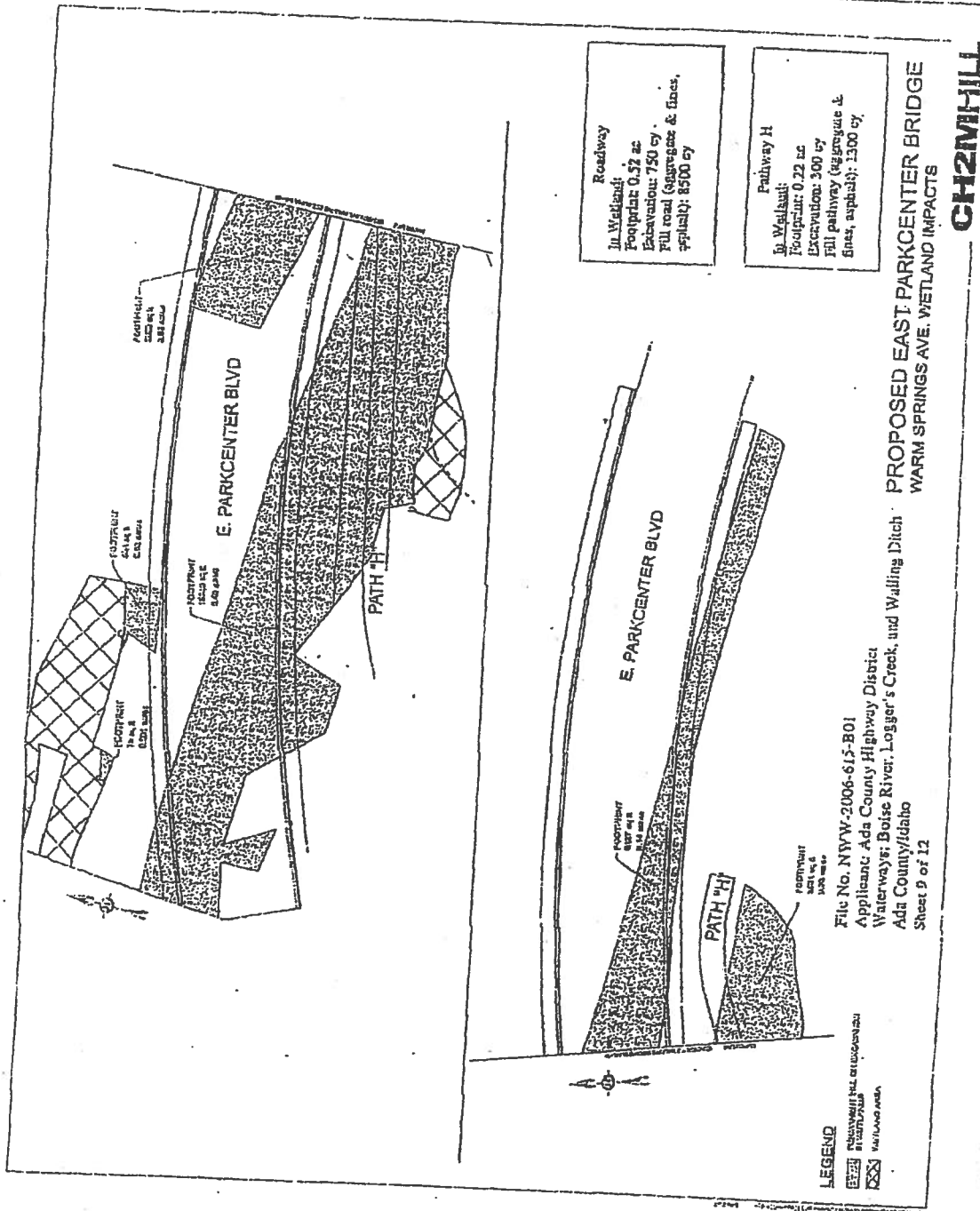


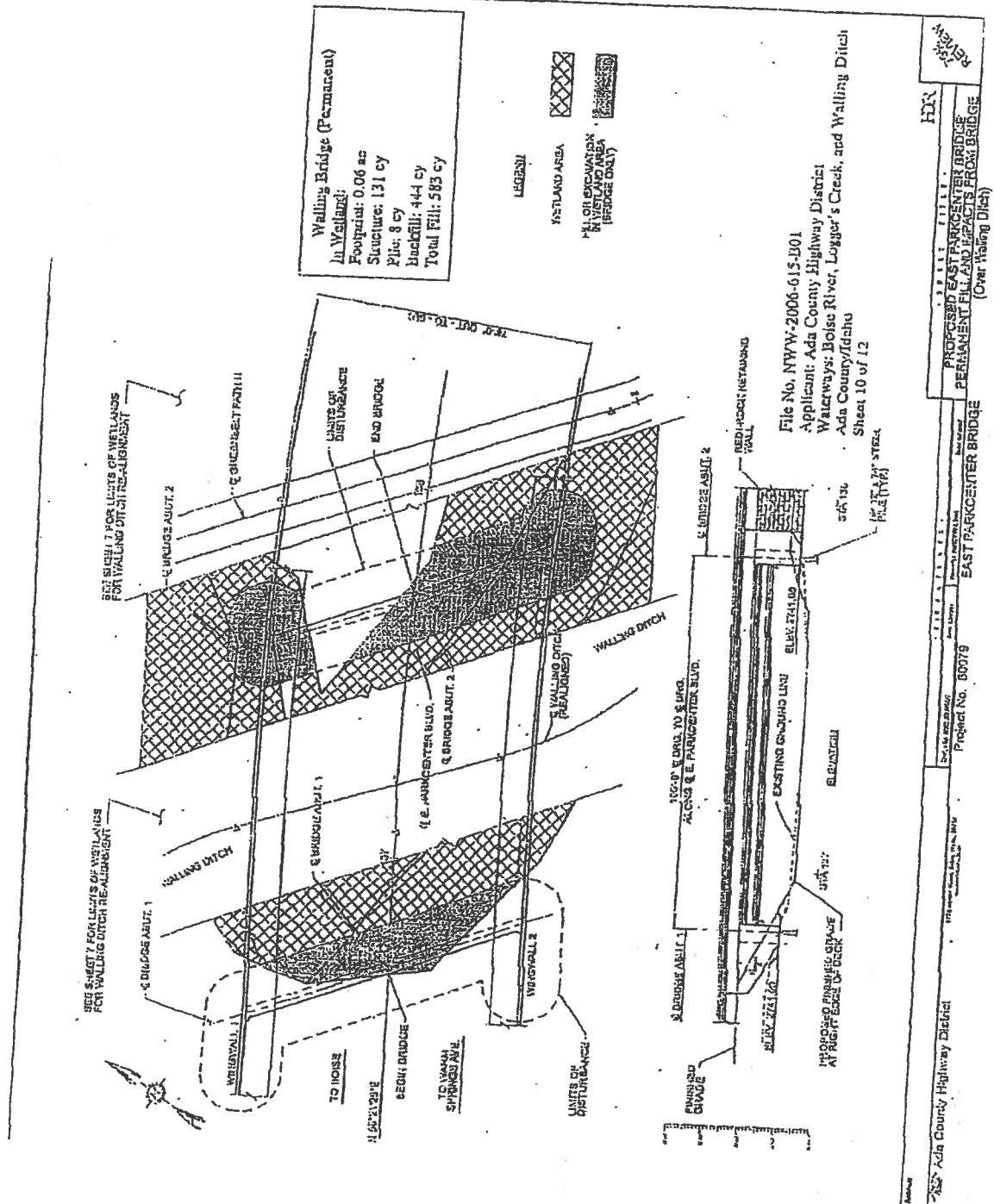
CH2MHILL

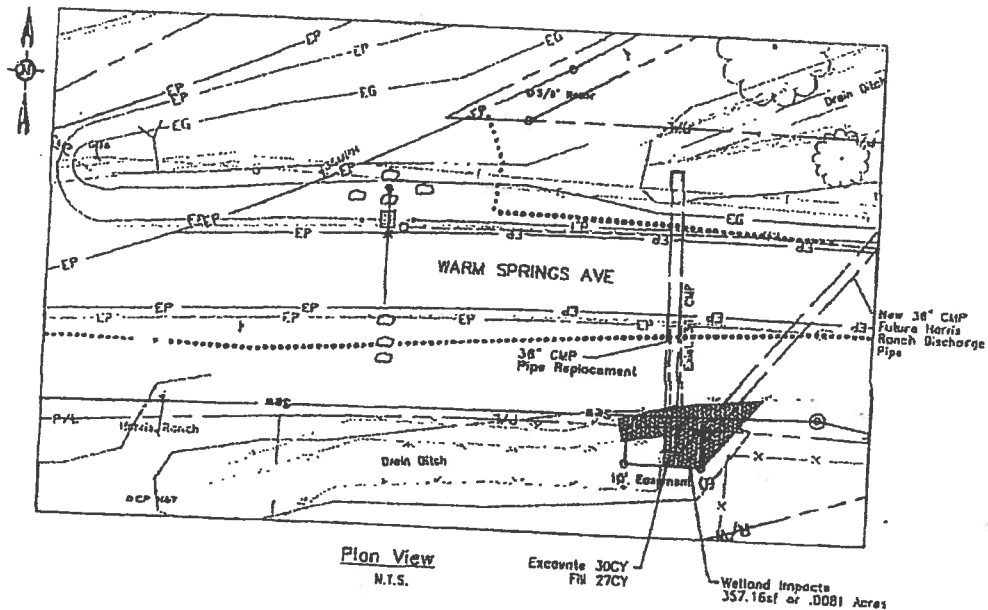












General Notes

There is One Existing 36" CMP Drain Pipe To Be Replaced In Kind And At The Same Elevations. Harris Ranch Wishes To Add A Second 36" CMP Drain Pipe Crossing At Similar Elevations As Original 36" CMP. The Total Headwell Area Is 357.16sf Or .0081 Acres.

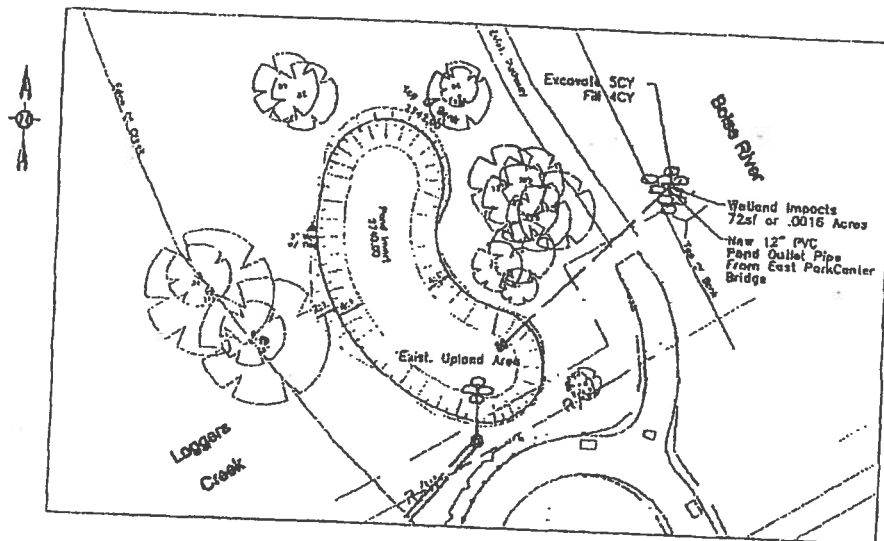
1. Location Shown On Sheet 2 Of 12 As 4a.
2. (2) 36" CMP Pipe Crossings
One Is Future Harris Ranch Discharge.
3. Existing Pipe Crossing To Be Replaced In Kind And At Existing Invert Elevations.
New 36" CMP Pipe For Harris Ranch Discharge Will Hold Similar Elevations As Existing Pipe Crossing.
4. Total Welland Vegetation Impacted .0081 Acres This Sheet Only.
5. Excavate 30CY
Fill 27CY

Proposed East ParkCenter Bridge

Permanent Fill And Impacts
For Walling Ditch

File No. NWM-2005-B15-B01
Applicant: Ada County Highway District
Waterways: Boise River, Logger's Creek, & Walling Ditch
Ada County / Idaho

Sheet 11 of 12



Plan View
N.T.S.

General Notes

Proposed East ParkCenter Bridge Storm Drain Outfall To The Boise River.

1. Location Shown On Sheet 2 Of 12 As 5.
2. (1) 12" PVC Discharge Pipe From Detention Pond To Boise River.
3. Total Wetland Vegetation Impacted .0016 Acres This Sheet Only.
4. Excavate 5CY Fill 4CY

Proposed East ParkCenter Bridge

Permanent Fill And Impacts
Relocate Logger's Creek Outfall To Boise River

File No. MHW-2006-615-R01
Applicant: Ada County Highway District
Waterways: Boise River, Logger's Creek, & Walling ditch
Ada County / Idaho

Sheet 12 of 12

Oct 18 07 11:20a

NWU

1-509-527-7800

p. 2



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 North Orchard • Boise, Idaho 83708 • (208) 373-0550

August 13, 2007

Kent Brown, P.E.
Ada County Highway Department
3775 Adams Street
Garden City, ID 83714

Re: Reference No. 2006-615-B01
East Park Center Bridge Over Boise River

Dear Mr. Brown:

The Department of Environmental Quality (Department) has considered water quality certification for construction related to the referenced project. We have reviewed the subject application and have the following comments and conditions.

General

If dewatering is required during construction, a short-term activity exemption must be obtained from this office. Please contact Craig Shepard at 373-0557 for further information if necessary.

If this proposed project contains a direct or indirect discharge to the Boise River or its tributaries, please be advised that a Total Maximum Daily Load (TMDL) allocation has been developed for water quality limited water bodies in the Lower Boise River watershed for pollutants of concern. This may affect your proposed project as your discharge must provide for a no net increase in pollutants of concern. In addition, the TMDL could require a further reduction in pollutant discharge from this proposed project.

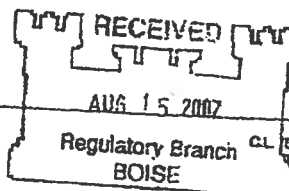
Fills

Material may not be placed in excess of the minimum needed for erosion protection. All temporary fills shall be removed in their entirety on or before the completion of construction.

Material may not be placed in any location or in any manner so as to impair surface or subsurface water flow into or out of any wetland area. Placement of fill material in existing vegetated wetlands shall be minimized to the greatest extent possible.

Fill material shall be free of organic and easily suspendable fine material. The fill material to be placed shall include clean earth fill, sand, and stone only.

Whenever practicable, discharges of dredged or fill material shall be conducted during low flow periods, during periods when spawning is not occurring and during periods when recreational use is relatively low.



CL Butch* Omer, Governor
Mont Hardesty, Director

Kent Brown, P.E.
Ada County Highway Department
Page 2

Structural fill or bank protection shall consist of materials that are placed and maintained to withstand predictable high flows in the watercourse.

Discharges of dredged or fill material in excess of that necessary to complete the project shall not be permitted.

Erosion Control

Disturbance of the existing channel bottom and native vegetation shall be kept to a minimum. Areas disturbed by a project which are suitable for vegetation shall be seeded or revegetated to prevent subsequent soil erosion.

Sediment that is the result of this activity must be mitigated to prevent violations of the turbidity standard as stipulated under Section 58.01.02 of the Idaho Water Quality Standards and Wastewater Treatment Requirements. Any violation of this standard must be reported to this office immediately.

Permanent erosion and sediment control measures shall be installed at the earliest practicable time consistent with good construction practices and shall be maintained as necessary throughout the operation of the project. One of the first construction activities shall be the placement of permanent and temporary erosion and sediment control measures around the perimeter of the project or initial work areas to protect the project water resources.

Construction Activities

Work in open water is to be kept at a minimum and only when necessary. Equipment shall not enter the stream channel unless absolutely necessary to complete the work. Fording of the channel is not permitted. Temporary bridges or other structures shall be built if crossings are necessary.

Equipment and machinery must be removed from the area of waterway prior to refueling, repair and/or maintenance. Measures shall be taken to prevent spilled fuels, lubricants, or other toxic materials from entering the watercourse.

Heavy equipment working in wetlands shall be placed on mats or suitably designed pads to prevent damage to the wetlands.

Construction operations in watercourses and water bodies shall be restricted to areas specified in the application for the federal license or permit.

Measures shall be taken to prevent the entrance of wet concrete into the watercourse when placed in forms and/or from washing of trucks.

To the extent reasonable and cost-effective, the activity submitted for certification shall be designed to minimize subsequent maintenance.

Oct 18 07 12:10p NWU

1-509-527-7800

P.2

Kent Brown, P.E.
Ada County Highway Department
Page 3

If construction is completed and mitigation implemented in accordance with the information provided in the application and the comments and conditions above, the Department certifies under Clean Water Act Section 401 that the construction of the project will comply with applicable requirements of Sections 301, 302, 303, 306 and 307 of the federal Clean Water Act (PL92-500), as amended, and will not violate Idaho Water Quality Standards and Wastewater Treatment Requirements (IDAPA 58.01.02). This certification shall remain in effect until December 31, 2009, at which time construction must be completed.

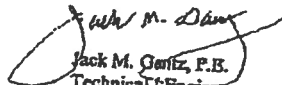
Water quality certification provided herein shall be revoked for failure of the permittee to comply with the conditions of this certification or the terms and conditions of the referenced permit. Revocation shall become effective upon written notice to the permittee, and all activities permitted under the referenced permit shall immediately cease until the permittee obtains another water quality certification from the Department.

This Section 401 Water Quality Certification and associated conditions may be appealed by submitting a request in writing within 35 days for a hearing, pursuant to Title 67, Chapter 52, Idaho Code and the Rules of Administrative Procedure before the Board of Environmental Quality, IDAPA 58.01.23. The request for a hearing must be filed with the hearing coordinator at the following address:

Hearing Coordinator
Department of Environmental Quality
1410 N. Hilton
Boise, ID 83706

Please contact me at (208) 373-0599 if you have any questions or further information to present.

Sincerely,


Jack M. Gantz, P.E.
Technical Engineer

JMG:vee

cc: Greg Martinez, COE, Boise
Source File #20, Reading File

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Ada County Highway District		File Number: NWW-2006-615-B01	Date: October 19, 2007
Attached is:			
<input checked="" type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of Permission)	See Section Below	
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of Permission)	A	
<input type="checkbox"/>	PERMIT DENIAL	B	
<input type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	C	
<input type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	D	
<input type="checkbox"/>		E	

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usnce.army.mil/inco/functions/civil/cwo/reg> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations (JD) associated with the permit.

OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit.

ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.

APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

District Engineer
ATTN: A. Bradley Daly
Regulatory Division Walla Walla District
201 North 3rd Avenue
Walla Walla, Washington 99362-1876
Telephone (509) 527-7150

If you only have questions regarding the appeal process you may also contact:

U.S. Army Corps of Engineers
Northwestern Division
Attn: Karen Kochenbach, Regulatory Program Manager
P.O. Box 2870
Portland, Oregon 97208-2870
Telephone (503) 508-3888

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent

Date:

Telephone number



November 28, 2007

EAST PARKCENTER BRIDGE WETLANDS MITIGATION SITE

A parcel of land situated in a portion of Government Lots 4 and 5 located in the Northwest ¼ of Section 29, Township 3 North, Range 3 East, Boise Meridian, being more particularly described as follows:

Commencing at the Northwest corner of said Section 29, thence South $0^{\circ}16'50''$ West 1837.52 feet along the West line of said section to a point, thence leaving said West line, South $39^{\circ}43'10''$ East 347.70 feet to the POINT OF BEGINNING, thence

South $51^{\circ}52'42''$ East 169.07 feet, thence

South $20^{\circ}51'16''$ East 24.98 feet, thence

Along a curve to the left 603.25 feet, said curve having a radius of 624.00 feet, a delta angle of $55^{\circ}23'27''$ and a chord bearing South $16^{\circ}05'28''$ East 580.04 feet, thence

Along a curve to the right 257.03 feet, said curve having a radius of 530.91, a delta angle of $27^{\circ}44'20''$ and a chord bearing South $29^{\circ}55'01''$ East 254.53 feet, thence

South $16^{\circ}02'51''$ East 222.99 feet to a point on the Northwestern line of a "Public Bicycle Path Easement", Instrument Number 99002820, Ada County records, thence tracing said Northwestern line the following 4 courses:

Along a curve to the right 54.96 feet, said curve having a radius of 1849.82 feet, a delta angle of $1^{\circ}42'08''$ and a chord bearing South $53^{\circ}19'05''$ West 54.96 feet, thence

South $55^{\circ}54'06''$ West 165.26 feet, thence

South $64^{\circ}37'30''$ West 15.12 feet to POINT "A", thence leaving said Northwestern line

North $06^{\circ}06'57''$ West 16.97 feet, thence

North $13^{\circ}07'55''$ West 48.39 feet, thence

Along a curve to the left 3.72 feet, said curve having a radius of 11.00 feet, a delta angle of $19^{\circ}22'54''$ and a chord bearing North $22^{\circ}49'22''$ West 3.70 feet, thence

North $33^{\circ}21'41''$ West 28.28 feet, thence

North $30^{\circ}36'11''$ West 17.67 feet, thence

Along a curve to the left 15.36 feet, said curve having a radius of 11.00 feet, a delta angle of $80^{\circ}00'48''$ and a chord bearing North $70^{\circ}36'35''$ West 14.14 feet, thence

South $69^{\circ}23'01''$ West 53.78 feet, thence

South $59^{\circ}12'18''$ West 33.91 feet, thence

South $38^{\circ}36'03''$ West 33.03 feet, thence

Along a curve to the right 6.28 feet, said curve having a radius of 4.00 feet, a delta angle of $90^{\circ}00'00''$ and a chord bearing South $83^{\circ}36'03''$ West 5.66 feet, thence

North $51^{\circ}23'57''$ West 108.06 feet, thence

Along a curve to right 35.35 feet, said curve having a radius of 94.00 feet, a delta angle of $21^{\circ}32'40''$, and a chord bearing North $40^{\circ}37'37''$ West 35.14 feet, thence

North $29^{\circ}51'17''$ West 264.33 feet, thence

1904 W. Overland • Boise, ID 83705 • Phone (208) 342-0091 • Fax (208) 342-0092 • Email: quadrant@quadrant.cc
Civil Engineering • Surveying • Construction Management

LOCATION: 208 344 1148

RX TIME 11/30 '07 10:54

November 28, 2007



Along a curve to the right 49.02 feet, said curve having a radius of 194.00 feet, a delta angle of $14^{\circ}28'37''$ and a chord bearing North $22^{\circ}36'59''$ West 48.89 feet, thence
 North $15^{\circ}22'40''$ West 45.66 feet, thence
 Along a curve to the right 47.41 feet, said curve having a radius of 94.00 feet, a delta angle of $28^{\circ}54'02''$ and a chord bearing North $00^{\circ}55'39''$ West 46.91 feet, thence
 North $13^{\circ}31'22''$ East 47.06 feet, thence
 Along a curve to the left 30.26 feet, said curve having a radius of 206.00 feet, a delta angle of $8^{\circ}25'00''$ and a chord bearing North $09^{\circ}18'52''$ East 30.23 feet, thence
 North $05^{\circ}06'22''$ East 194.75 feet, thence
 Along a curve to the left 72.86 feet, said curve having a radius of 206.00 feet, a delta angle of $20^{\circ}15'52''$ and a chord bearing North $05^{\circ}01'34''$ West 72.48 feet, thence
 North $15^{\circ}09'30''$ West 132.70 feet, thence
 North $16^{\circ}04'41''$ West 25.90 feet, thence
 North $18^{\circ}22'41''$ West 62.63 feet, thence
 North $04^{\circ}32'29''$ West 30.63 feet, thence
 North $46^{\circ}37'24''$ East 232.37 feet to the POINT OF BEGINNING.

Said parcel contains 422,050 square feet or 9.69 acres, more or less.

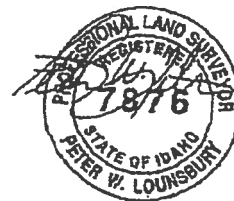
TOGETHER WITH:

A parcel of land situated in a portion of Government Lot 4 located in the Northwest $\frac{1}{4}$ of Section 29, Township 3 North, Range 3 East, Boise Meridian, being more particularly described as follows:

Commencing at said POINT "A," thence South $23^{\circ}07'47''$ West 17.86 feet to the POINT OF BEGINNING, thence

South $42^{\circ}04'23''$ West 40.74 feet, thence
 South $54^{\circ}10'04''$ West 17.05 feet, thence
 North $51^{\circ}23'57''$ West 136.93 feet, thence
 North $38^{\circ}36'03''$ East 49.25 feet, thence
 North $59^{\circ}12'18''$ East 30.63 feet, thence
 North $69^{\circ}23'01''$ East 52.80 feet, thence
 South $33^{\circ}21'59''$ East 47.44 feet, thence
 South $13^{\circ}07'55''$ East 47.98 feet, thence
 South $02^{\circ}43'45''$ East 28.66 feet, thence
 South $47^{\circ}55'37''$ East 4.47 feet to the POINT OF BEGINNING.

Said parcel contains 13,582 square feet or 0.31 acres, more or less.

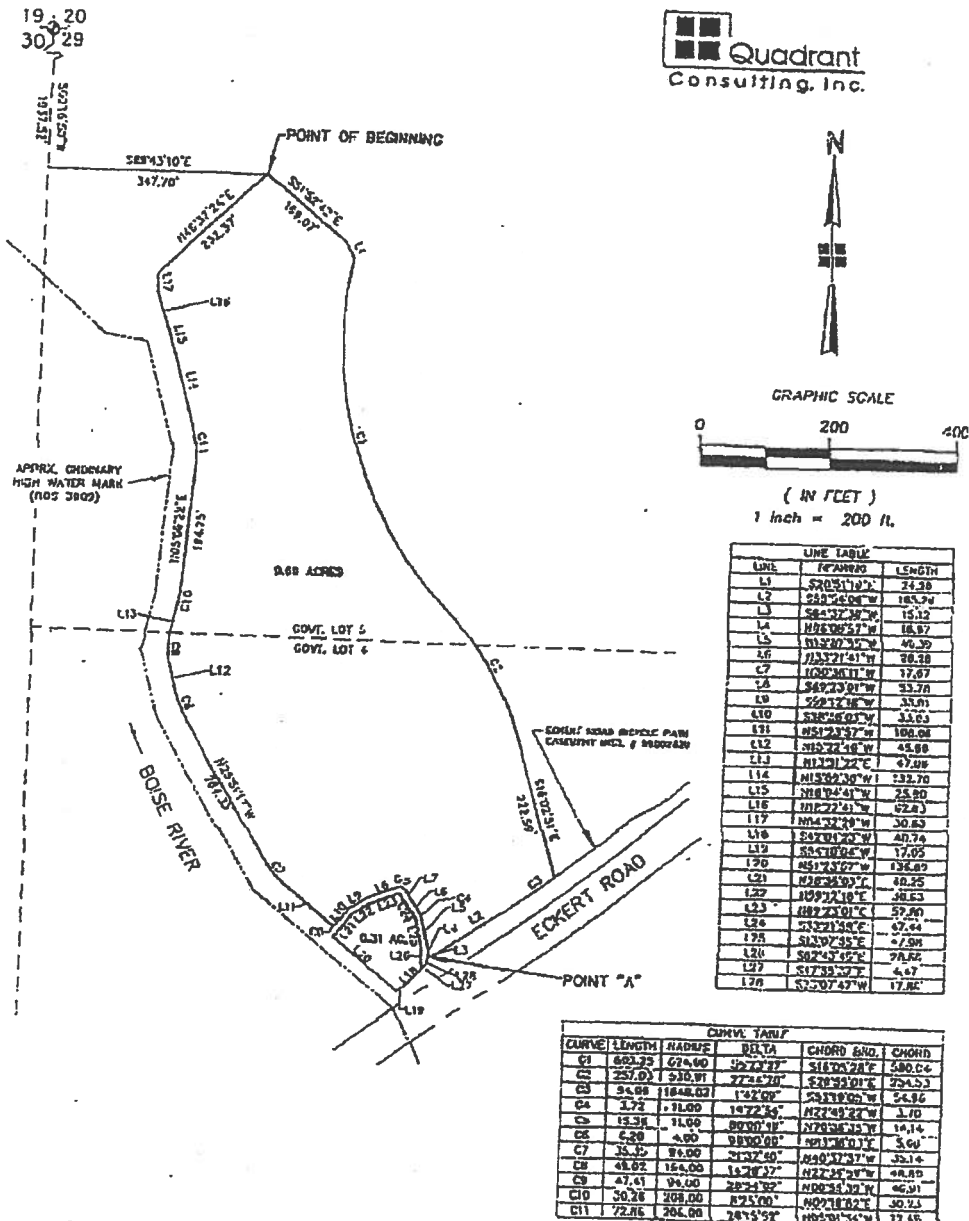


1904 W. Overland • Boise, ID 83705 • Phone (208) 342-0091 • Fax (208) 342-0092 • Email: quadrant@quadrant.cc
 Civil Engineering • Surveying • Construction Management

LOCATION: 208 344 1148

RX TIME 11/30 '07 16:54

Quadrant
Consulting, Inc.



1904 W. Overland - Boise, ID 83705 - Phone (208) 342-0091 - Fax (208) 342-0092 - Email: quadrant@quadrant.cc
Civil Engineering - Surveying - Construction Management

LOCATION: 208 344 1148

RX TIME 11/30 '07 10:54

HOLDER

Idaho Foundation for Parks and Lands, Inc.

By: [Signature]

Its: [Signature]

ACHD

Ada County Highway District

By: [Signature]

Its: [Signature]

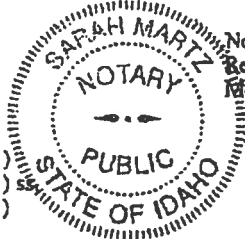
[Notary acknowledgments follow.]

DEED OF CONSERVATION EASEMENT - 8

County of Ada)

On this 12 day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Alta M. Harris, known or identified to me to be a Manager of Harris Management, LLC, the general partner of Harris Family Limited Partnership, and Idaho limited partnership that executed the instrument or the person who executed the instrument on behalf of said partnership, and acknowledged to me that such person 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.



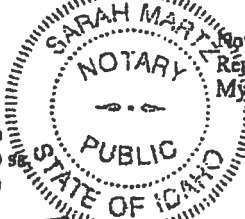
Notary Public for Sarah Martz
Residing at Boise, ID
My commission expires: November 10, 2011

STATE OF IDAHO)

County of Ada)

On this 12 day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Don K. Weilmann known or identified to me to be the President of Idaho Foundation for Parks and Lands, Inc., the individual who executed the instrument on behalf of said corporation, and acknowledged to me that such person 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.



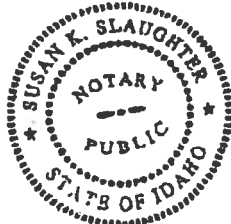
Notary Public for Sarah Martz
Residing at Boise, ID
My commission expires: November 10, 2011

STATE OF IDAHO)

County of Ada)

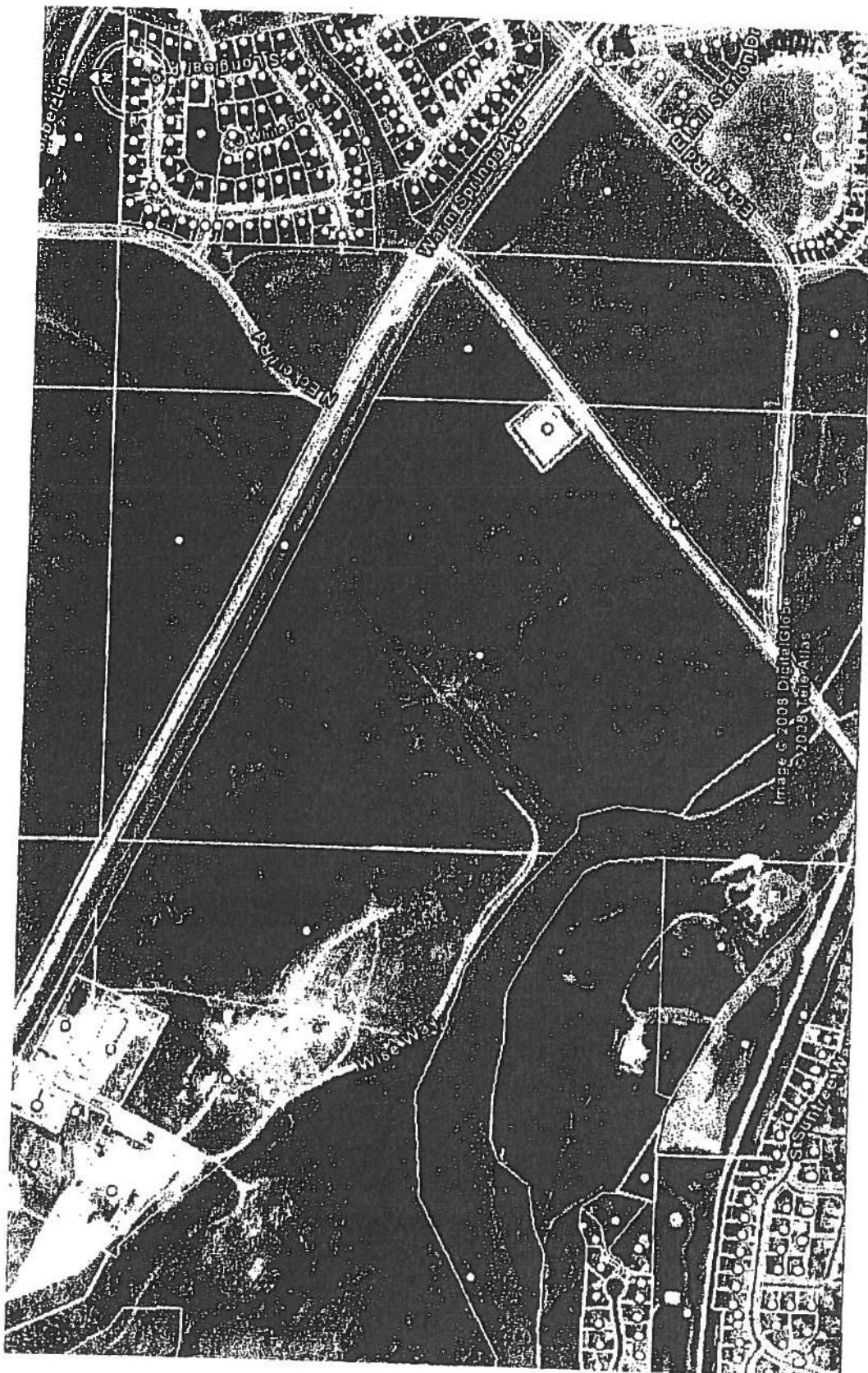
On this 28th day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared John S. Frander known or identified to me to be the President of the Ada County Highway District, a body corporate and politic, who executed the instrument on behalf of said entity, and acknowledged to me that such person 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.

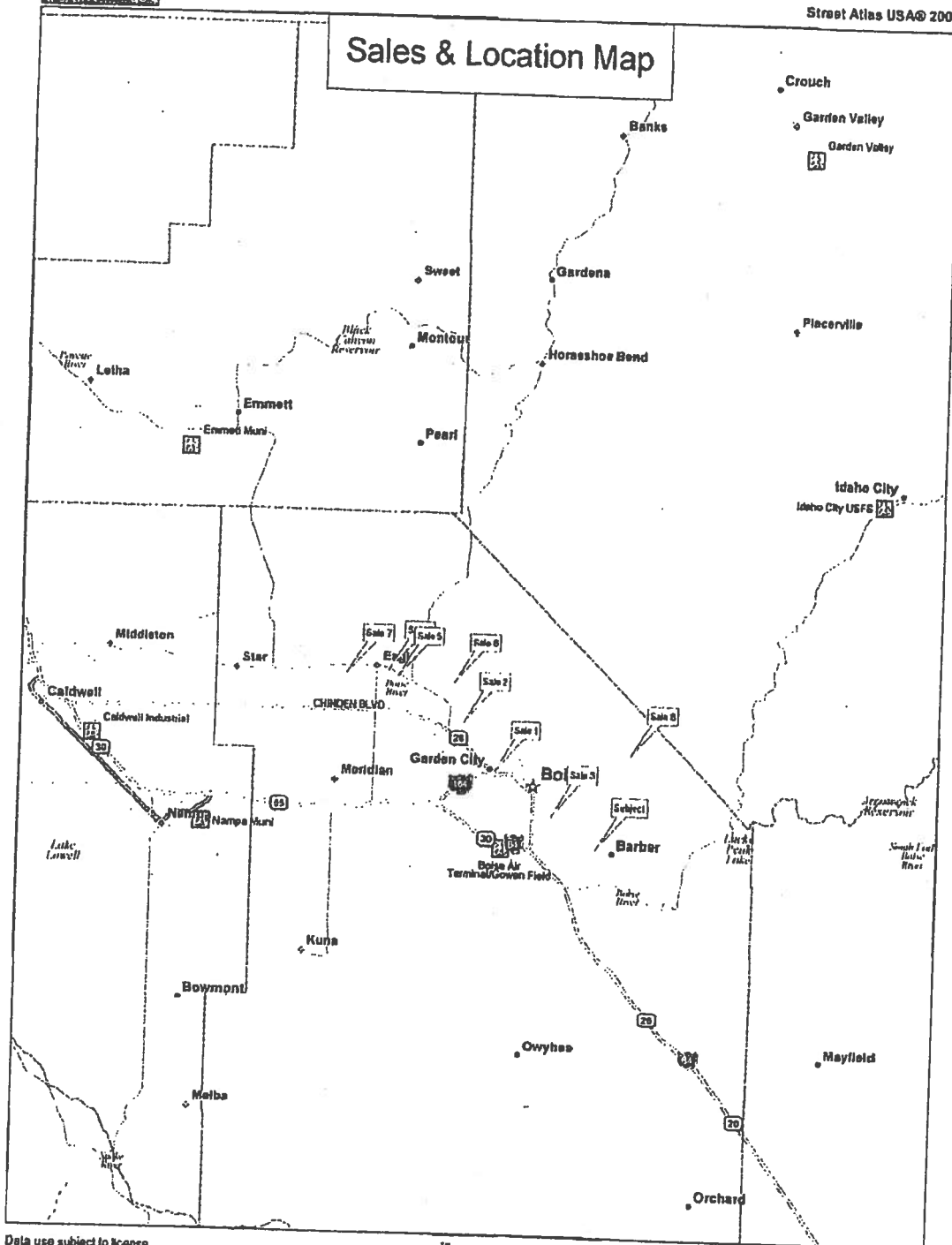


Notary Public for Susan K. Slaughter
Residing at Boise, Idaho
My commission expires: 4-8-2009

DEED OF CONSERVATION EASEMENT - 10



Sales & Location Map



Data use subject to license.
 © 2005 DeLorme, Street Atlas USA® 2008.
 www.delorme.com



Scale 1 : 400,000
 1" = 6.31 mi Data Zoom 0-0

QUALIFICATIONS OF G. JOSEPH CORLETT, MAI, SRA

Biographic Data

Born in Nampa, Idaho; raised in Boise, Idaho. Summer employment as farm laborer, data processing assistant, and supply clerk for Bank of Idaho. After graduation from University of Idaho, full-time fee appraiser.

Education

Elementary School - Boise, Idaho

High School - San Rafael Military Academy, San Rafael, California

College - University of Idaho (Bachelor of Science Degree in Business, Major in Finance) - 1973

AIREA Appraisal Courses Passed (Since 1973) (Appraisal Institute):

I-A Basic Appraisal Principles, Methods & Techniques - 2 weeks

I-B Capitalization Theory & Techniques - 2 weeks

II Urban Properties - 2 weeks

VII Industrial Properties - 1 week

VIII Single-Family Residential Appraisal - 1 week

Cap. III Capitalization Theory & Techniques, Part 3 - 1 week - 1980

II-3 Standards of Prof. Practice - 1982, 1986, 1989, 1993 (#410/420), 1997, 2002 (#410), 1998,

2002 (#430), 2004 USPAP Update, 2005 USPAP Update, 2007 USPAP Update

VI Investment Analysis - 1984

X Market Analysis - 1987

301 Basic Capitalization - 1993

530 Advanced Sales Comparison and the Cost Approach - 1997

Valuation of Conservation Easements (33 hrs. classroom) - 2007

University Courses:

Principles of Real Estate

The Appraisal of Real Estate

Seminars:

Graduate Realtors Institute Course 100

Regulatory Compliance and Idaho Law (1998)

SREA Narrative Report Seminar on Income Producing Property Condominium Seminar

R-2 Examination and Math Stat Finance - SREA

AIREA Capitalization Workshop

AIREA Feasibility Seminar

SREA Instructor's Clinic, Course 101 - Purdue University

Leasehold Seminar

Hotel/Motel Seminar

Money Markets

Financial Institution Review Considerations (1998)

FHLBB R-41B/C Seminars - 1986, 1987

Real Estate and Taxation

Market Analysis Seminar - 1987

Professional Practice Seminar - 1986, 1991

SREA - Professional Practice - 1988

AIREA - Cash Equivalent Seminar - 1988

AIREA - Litigation Valuation - 1988

AIREA - Investment Analysis - 1989

AIREA - Applied Sales Comparison Approach - 1989

AIREA - Rates, Ratios and Reasonableness - 1989

PSI, Inc. - Asbestos and Other Environmental Concerns - 1990

Environmental Law Issues, 1991

Appraisal Institute - Appraising Contaminated Properties - 1992

Appraisal Institute - Appraisal Review Seminar - 1992

Qualifications
J. Corlett



DEED OF CONSERVATION EASEMENT

To all future owners of the property described herein located in Ada County, Idaho:

This DEED OF CONSERVATION EASEMENT ("Conservation Easement") is made and entered into this 28th day of November, 2007, by and between Harris Family Limited Partnership, an Idaho limited liability partnership ("Grantor"), whose address is c/o LeNir, Ltd. 4940 Mill Station Drive, Boise, Idaho 83716 and the Idaho Foundation for Parks and Lands, Inc., an Idaho nonprofit corporation ("Holder"), whose address is 5657 Warm Springs Avenue, Boise, Idaho 83716, and the Ada County Highway District, a body corporate and politic in the state of Idaho ("ACHD"), whose address is 3775 N. Adams Street, Garden City, Idaho 83714-6499.

RECITALS

A. The development of the East ParkCenter Bridge in Ada County, Idaho is subject to the regulatory jurisdiction of the United States Army Corps of Engineers (the "Corps").

B. The Army Corps Clean Water Act (the "CWA") 404 Permit #NWW-2006-615-B01 (the "Permit"), a copy of which is attached hereto and incorporated herein by reference as Exhibit A, authorizes certain activities that affect waters of the United States.

C. The Permit requires that ACHD preserve and protect the wetland functions of certain real property identified in the Permit by keeping it in substantially the condition that is specified by the East ParkCenter Bridge Wetlands Mitigation Plan and required by the Permit (the "Permitted Condition").

D. Grantor is the owner of real property more particularly described in Exhibit B attached hereto and incorporated herein (the "Property").

E. Grantor has agreed with ACHD pursuant to that certain Development Agreement dated July 29, 2005, as amended by that certain First Amendment to Development Agreement dated November 28, 2007 and consideration therein, that Grantor will convey to Holder a conservation easement placing certain limitations on the use of the Property and affirmative obligations on the Holder for the protection of the wetlands functions of the Property, and in order that the Property shall remain substantially in its Permitted Condition forever as may be modified in accordance with the Permit or a Corps-approved mitigation plan.

F. Holder, as a charitable corporation organized under the laws of the state of Idaho, and possessing the authority to hold this easement, desires to accept the conservation easement, including covenants and agreements, on, over, under and across the Property.

G. ACHD, as the holder of the Permit, desires a third-party right of enforcement of this Conservation Easement pursuant to Idaho Code Section 55-2103 (1)(c).

H. The state of Idaho has recognized the importance and validity of conservation easements by its enactment of the Uniform Conservation Easement Act, Idaho Code Sections 55-2101 through 2109, under which this Conservation Easement is created.

GRANT

NOW THEREFORE, for the foregoing consideration, and in further consideration of the restrictions, rights and agreements herein, Grantor conveys to Holder a conservation easement on, over, under, and across the Property, together with access, in perpetuity, consisting of and subject to the rights, conditions, and restrictions enumerated below and those interests of record as of the date of this Conservation Easement first written above. Holder accepts the Conservation Easement and agrees to all attendant terms and conditions as further provided herein:

I. **PURPOSES/RIGHTS OF HOLDER.** It is the purpose of this Conservation Easement to assure that the Property will be retained forever substantially in its Permitted Condition and to prevent any use of the Property that will impair or interfere with the existing wetland functions on the Property. To carry out this purpose, the following rights are conveyed to the Holder:

A. To identify, preserve, and protect wetlands, and in consultation with Grantor, to enhance the natural and ecological features of the Property, including without limitation topography, soil, hydrology, vegetation, and wildlife;

B. To enter upon the Property at reasonable times to enforce the rights herein granted and to observe, study, and make scientific observation of the Property, upon prior notice to the Grantor, its heirs, successors, or assigns, in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor, its heirs, successors or assigns at the time of entry; and

C. To enjoin any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

II. **RESTRICTIONS.** This Conservation Easement prohibits and limits the following activity on, over, under, and across the Property, except as otherwise provided herein and by the Permit or a Corps-approved mitigation plan:

A. Changing, disturbing, altering, or impairing the natural riparian ecosystem and other natural, ecological or wildlife features or values;

B. Construction or placing buildings, roads, signs, billboards, or other advertising, utilities, or other structures;

C. Dumping or placing of soil or other substances or material as landfill, or dumping or placing trash, waste, or other unsightly or offensive materials;

D. Removal or destruction of live trees, shrubs, or other vegetation, except for the removal of noxious or exotic invasive plant species;

E. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

F. Agricultural use, industrial use, or commercial use;

G. Using herbicides or pesticides without prior consent of Holder or designated third-party; and

H. Any other use of, or activity on, the Property that is or may become inconsistent with the purposes of this grant, the Permit, a Corps-approved mitigation plan, the preservation of the Property substantially in its Permitted Condition, or the protection of its environment is prohibited.

III. USES AND PRACTICES CONSISTENT WITH THE CONSERVATION EASEMENT. The following uses and practices upon the Property, though not exhaustive, are consistent with and shall be permitted by this Conservation Easement, except for the requirement of prior approval by the Holder or its successors where such requirement is expressly provided herein:

A. Landscaping to prevent severe erosion or damage to the Property, provided that such landscaping is consistent with preserving the Permitted Condition of the Property. Landscaping shall be coordinated with and approved by Holder, or performed in accordance with a mitigation plan approved by the Corps;

B. Pruning trees and shrubs to prevent health and safety hazards, including but not limited to fire hazards, site obstructions, and road obstructions. Pruning shall be coordinated with and approved by Holder, or performed in accordance with a Corps-approved mitigation plan;

C. Any and all construction and maintenance work required by a mitigation plan approved by the Corps; and

D. All other acts or uses not prohibited by this Conservation Easement, which are consistent with the conservation purposes of this grant.

IV. ENFORCEMENT.

A. Grantor intends that enforcement of the Permit and provisions of this Conservation Easement shall be at the discretion of Holder, and that Holder's failure to exercise its right under this Conservation Easement in the event of any breach of this Conservation Easement by the Grantor shall not be deemed or construed to be a waiver of Holder's enforcement rights under this Conservation Easement in the event of any subsequent breach.

B. If Grantor violates the terms of this Conservation Easement, Holder shall have all remedies available at law and equity, including without limitation the right to seek an injunction with respect to such activity and to cause restoration to that portion of the Property affected by such activity to the condition that existed prior to the undertaking the prohibited activity.

C. Holder will pay all costs associated with its obligation to preserve and protect in perpetuity the natural, ecological, open space and wetland values of the Property, including costs associated with monitoring compliance with the terms of this Conservation Easement, but excluding costs associated with bringing the Property into compliance with the Permit and achieving a success point pursuant to the Permit or a Corps-approved mitigation plan, which shall be the sole responsibility of Grantor. Grantor, however, intends that any costs incurred by Holder in enforcing, judicially or otherwise, the terms and restrictions of this Conservation Easement against Grantor, its successors, assigns, or authorized agents, shall be born by Grantor, its successors, assigns, or authorized agents.

D. ACHD shall have a third-party right of enforcement under this Conservation Easement as provided in Idaho Code § 55-2102(2) and § 55-2103(1) (c), and may bring an enforcement action against Grantor, its heirs, successors, or assigns, or the Holder, its heirs, successors, or assigns, for any actions by the respective party for any violation of this Conservation Easement, the Permit, or applicable law. Without limiting the foregoing, in the event of a violation of this Conservation Easement by either Grantor or by Holder, ACHD shall immediately have the right to take all steps reasonably and necessary to ensure compliance with the Permit and/or a Corps-approved mitigation plan for the Property, including, without limitation, taking temporary possession of the Property to enable ACHD to secure any maintenance required to be in compliance with the Permit and/or a Corps-approved mitigation plan. In connection with the foregoing, in the event of notice by the Corps to ACHD that the Property is not in compliance with the Permit and/or a Corps-approved mitigation plan, Grantor or Holder, as appropriate and necessary, shall grant a power of attorney to ACHD authorizing ACHD to take any steps necessary to secure any maintenance or construction required to bring the Property into compliance with this Conservation Easement, the Permit, and/or a Corps-approved mitigation plan for the Property. In addition to all other remedies set forth in this Section, if Grantor or Holder violate the terms of this Conservation Easement, ACHD shall have all other remedies available at law and equity, including without limitation the right to seek an injunction with respect to such activity and to cause restoration to that portion of the Property affected by any activity to the condition that existed prior to the undertaking the prohibited activity.

V. **ASSIGNMENT.** Holder may assign its interest in this Conservation Easement to any qualified holder as defined under Idaho Code, Section 55-2101(2), but only upon 30 (thirty) days prior written notice to Grantor, ACHD and the Corps. As a condition of such transfer, the transferee shall agree to all of the restrictions, rights, and provisions herein, shall fully assume all liabilities of Holder hereunder, and shall continue to carry out the purpose of this Conservation Easement. In the event that Holder is voluntarily or involuntarily dissolved without having assigned this Conservation Easement, all of Holder's right, title, and interest in and to this Conservation Easement shall be deemed automatically transferred and assigned to ACHD, which shall, in turn, be obligated to either (i) assume in writing all of Holder's obligations and responsibilities under this Conservation Easement, or (ii) assign the Conservation Easement to a qualified holder as defined in Idaho Code § 55-2101(2).

VI. GRANTOR'S TRANSFER OF THE PROPERTY.

A. This Conservation Easement shall run with and burden title to the Property in perpetuity for the benefit of the Holder or its assigns and successors, and shall bind Grantor's heirs, successors or assigns.

B. If Holder, its heirs, successors, or assigns, acquire fee title to the Property from Grantor, its heirs, successors, or assigns, it is agreed that the easement will not merge into the dominant estate. Rather, the restrictions, responsibilities, and rights of the Grantor will pass to the Holder upon taking title to the Property. This instrument will continue to be a conservation deed restriction on the Property, subject to all rights, restrictions, and purposes described herein.

C. Grantor shall be responsible for construction, monitoring, and maintenance, consistent with the Corps-approved mitigation plan and Permit until the wetlands have met its performance standards as specified in the mitigation plan. After that time, Holder will assume long-term maintenance of the site.

VII. REVOKE, RELEASE, ALTER, AMEND. This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties, their heirs, assigns, or successors. Such an agreement shall be filed in the public records of Ada County, Idaho.

VIII. EXTINGUISHMENT AND PROCEEDS. Upon the recordation hereof, this Conservation Easement constitutes a real property interest immediately vested in Holder. In the event that a subsequent unexpected change in the conditions surrounding the Property make impossible or impracticable the continued use of all or a portion of the Property for the conservation purposes established herein, such that the conservation restrictions contained in this Conservation Easement are extinguished for all or such portion of the Property by judicial proceeding, and all or such portion of the Property is sold, exchanged or involuntarily converted following extinguishment (including but not limited to the exercise of eminent domain), Holder shall use its share of any proceeds it receives to purchase substitute conservation lands, to the extent such proceeds allow, which shall be subject to the same terms and conditions of the this Conservation Easement and Permit.

IX. TAXES AND OTHER ASSESSMENTS. Grantor shall pay all real property taxes and other assessments levied by competent authority on the Property.

X. WARRANTY. This Conservation Easement is made with general warranty of title. Grantor owns the unencumbered Property in fee simple, and has all requisite power and authority to convey the interest herein.

XI. SEVERABILITY. If any part of this Conservation Easement is found to be void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

XII. NOTICES. Any notice required to be given hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if

not, then on the next business day, (c) four (4) days after having been sent by prepaid registered or certified mail, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be to the following addresses:

If to Grantor: Harris Family Limited Partnership
Attn: Doug Fowler, LeNir, Ltd.
4940 Mill Station Drive
Boise, ID 83716
Telephone: (208) 344-1131
Facsimile: (208) 344-1148

If to ACHD: Ada County Highway District
Attn: Director
3775 N. Adams Street
Garden City, Idaho 83714-6499
Telephone: (208) 387-6180
Facsimile: (208) 387-6393

If to the Holder: Idaho Foundation for Parks and Lands, Inc.
Attn: Sharon Hubler
5657 Warm Springs Avenue
Boise, ID 83716
Telephone: (208) 344-7141
Facsimile: (208) 344-5910

All notices provided to Grantor shall be provided with a copy of notice to ACHD, and all notices provided to ACHD shall be provided with a copy of notice to Grantor.

XIII. **EFFECTIVE UPON RECORDING.** This Conservation Easement shall be effective upon recording. The Holder shall record this instrument in a timely fashion in the official records of Ada County, Idaho, and may re-record it at any time as may be required to preserve Holder's rights in this Conservation Easement.

[Signature page follows.]

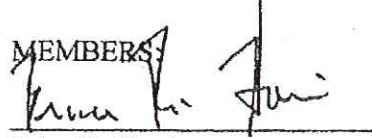
IN WITNESS WHEREOF, the parties have executed this Conservation Easement as of the date first written above.

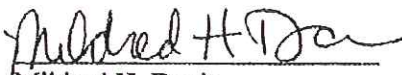
GRANTOR

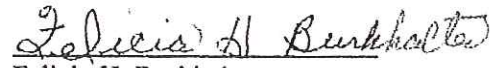
HARRIS FAMILY LIMITED
PARTNERSHIP, an Idaho limited partnership

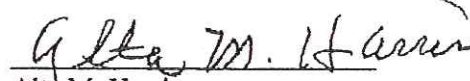
By: Harris Management Company, LLC, its
General Partner

MEMBERS

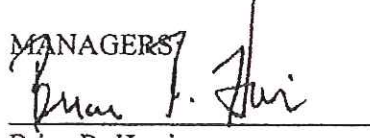

Brian R. Harris
Class A

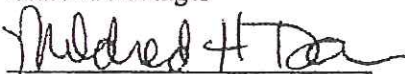

Mildred H. Davis
Class B

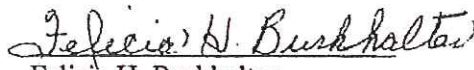

Felicia H. Burkhalter
Class C

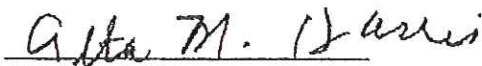

Alta M. Harris
Class D

MANAGERS


Brian R. Harris
Class A Manager


Mildred H. Davis
Class B Manager


Felicia H. Burkhalter
Class C Manager


Alta M. Harris
Class D Manager

HOLDER

Idaho Foundation for Parks and Lands, Inc.

By: [Signature]
Its: President

ACHD

Ada County Highway District

By: [Signature]
Its: President

[Notary acknowledgments follow.]

STATE OF IDAHO)
) ss.
County of Ada)

On this 9 day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian R. Harris, known or identified to me to be a Manager of Harris Management, LLC, the general partner of Harris Family Limited Partnership, and Idaho limited partnership that executed the instrument or the person who executed the instrument on behalf of said partnership, and acknowledged to me that such person executed the same.

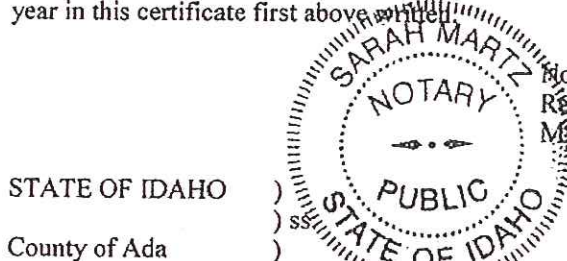
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Sarah Martin
Residing at Boise, ID
My commission expires: November 10, 2011

On this 9 day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Mildred H. Davis, known or identified to me to be a Manager of Harris Management, LLC, the general partner of Harris Family Limited Partnership, and Idaho limited partnership that executed the instrument or the person who executed the instrument on behalf of said partnership, and acknowledged to me that such person 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.

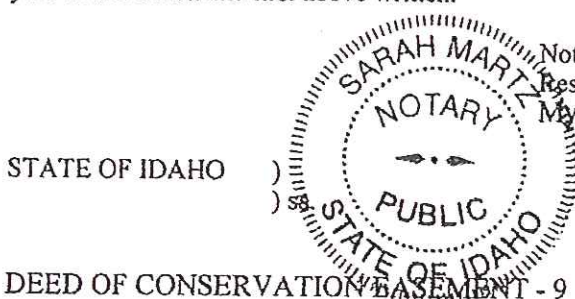


Notary Public for Sarah Martin
Residing at Boise, ID
My commission expires: November 10, 2011

STATE OF IDAHO)
) ss.
County of Ada)

On this 9 day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Felicia H. Burkhalter, known or identified to me to be a Manager of Harris Management, LLC, the general partner of Harris Family Limited Partnership, and Idaho limited partnership that executed the instrument or the person who executed the instrument on behalf of said partnership, and acknowledged to me that such person 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.



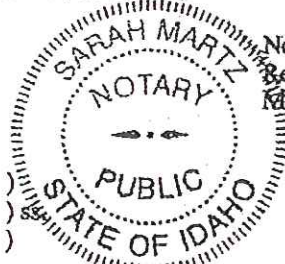
Notary Public for Sarah Martin
Residing at Boise, ID
My commission expires: November 10, 2011

STATE OF IDAHO)
) ss.

County of Ada)

On this 12 day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Alta M. Harris, known or identified to me to be a Manager of Harris Management, LLC, the general partner of Harris Family Limited Partnership, and Idaho limited partnership that executed the instrument or the person who executed the instrument on behalf of said partnership, and acknowledged to me that such person 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.



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

STATE OF IDAHO)

County of Ada)

On this 12 day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Don K. Weilmunster known or identified to me to be the President of Idaho Foundation for Parks and Lands, Inc., the individual who executed the instrument on behalf of said corporation, and acknowledged to me that such person 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.



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

STATE OF IDAHO)

County of Ada)

On this 28th day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared John S. Frander known or identified to me to be the President of the Ada County Highway District, a body corporate and politic, who executed the instrument on behalf of said entity, and acknowledged to me that such person 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.



Notary Public for Susan K. Slaughter
Residing at Boise, Idaho
My commission expires: 4-8-2009

DEPARTMENT OF THE ARMY PERMIT

Permittee: Ada County Highway District

Permit Number: NWW-2006-615-B01

Issuing Office: Walla Walla District

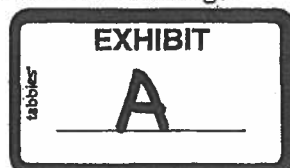
NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:

Discharge 15,125 cubic yards of concrete, rock riprap, gravel fill, pit run fill, native dirt fill, bedding gravel, asphalt and structural steel into 2.40 acres of wetlands (emergent 0.9 acre; scrub/shrub 0.9 acre; forested 0.60 acre) adjacent to Logger's Creek, the Boise River and Walling Ditch. Work would also impact 0.04 acre of open channel on Logger's Creek and temporary fills from the construction of equipment pads would impact 0.21 acre of open water in the Boise River. Project is to construct the East Park Center Bridge. Specific discharges authorized for this project are as follows:

- Discharge 557 cubic yards of concrete, rock, earth fill and structural steel into Logger's Creek (0.04 acre open water) and adjacent wetlands (0.03 acre) to install a 36- by 178-foot pre-cast Con/Span arch culvert. Discharge 338 cubic yards of gravel fill material with two 48- by 50-foot culverts into Logger's Creek to install a temporary equipment access road. This temporary access road would be located in the same location as the proposed arch culvert.
- Discharge 120 cubic yards of pre-cast concrete into the Boise River to install two temporary construction tower fills, one measuring 24.5- by 80-feet and the other measuring 20- by 75-feet (open water impacts 0.09 acre; 0.02 acre wetlands). Discharge 910 cubic yards of gravel fill material in the Boise River to construct a temporary crane equipment pad (50- by 80-feet and 15- by 75-feet) along the north bank of the river (open water 0.12 acre; 0.01 acre wetlands). The fill would be contained within either a steel sheet pile wall or a concrete barrier wall.
- Discharge 250 cubic yards of concrete, earthen fill material, rock riprap and structural steel into 0.02 acre of scrub-shrub wetlands to construct Bridge Abutment #2, as shown on Sheet 6 of the drawings.
- Excavate 1,300 cubic yards of native fill material from 0.5 acre of scrub/shrub and forested wetlands and discharge 300 cubic yards of reinforced turf into the same wetland area to create an overflow channel.
- Discharge 519 cubic yards of gravel fill and concrete into wetlands (0.07 acre) to construct pathway F, as shown on Sheet 7 of the drawings.
- Discharge 350 cubic yards of gravel fill material into wetlands (0.04 acre) to construct pathway G, as shown on Sheet 7 of the drawings.



- Discharge 2,796 cubic yards of gravel fill and asphalt into wetlands (0.35 acre) to construct pathway H, as shown on Sheets 8 and 9 of the drawings.
- Discharge 500 cubic yards of native dirt fill into 0.81 acre of wetlands associated with the realignment and back-filling of 850 linear feet of Walling Ditch.
- Discharge 583 cubic yards of concrete, rock riprap and pit run fill material into 0.06 acre of wetlands associated with the construction of a 101- by 76-foot span bridge with concrete abutments and wing walls over the re-aligned Walling Ditch.
- Discharge 500 cubic yards of bedding gravel and native dirt fill into 0.04 acre of wetlands to install a buried sewer line. Wetlands disturbed would be restored to pre-construction conditions.
- Discharge 150 cubic yards of gravel fill material into 0.04 acre of wetlands to install a temporary equipment construction access in the Walling Ditch.
- Discharge 8,500 cubic yards of pit run fill material and asphalt into 0.52 acre of wetlands to construct the roadway from the new Walling Ditch Bridge to the connection with existing Warm Springs Avenue.
- Discharge 4 cubic yards of native dirt fill and rock riprap to install a storm water outfall along the south bank of the Boise River.
- Discharge 30 cubic yards of native dirt fill and concrete into an unnamed ditch to replace an existing 36-inch diameter culvert on Warm Spring Avenue with twin 36-inch diameter culverts with concrete headwalls.

THE PROJECT SHALL BE CONSTRUCTED ACCORDING TO THE ENCLOSED PLANS AND DRAWINGS (SHEETS 1 THROUGH 12)

Project Location:

Loggers Creek, Boise River, Walling Ditch, unnamed drainage ditch and adjacent wetlands, in the SW ¼ of Section 19, Township 3 North, Range 3 East, approximately 5 miles east of Boise, in Ada County, Idaho.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on October 26, 2010. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification from this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.

Special Conditions:

1. The permittee shall implement the May 2007 mitigation plan entitled "East Park Center Bridge Wetland Mitigation Site, Boise, Idaho" concurrent with project construction to compensate for the loss of 2.4 acres of wetlands.

2. The permittee shall accomplish the following regarding the conservation easement:

- a. Provide the Corps of Engineers with a copy of the draft conservation easement and obtain written approval of the draft from the Corps of Engineers.
- b. Submit a copy of the Corps-approved conservation easement signed by Idaho Foundation for Parks and Lands, Inc., the landowner, and the permittee, and recorded with Ada County within 60 days of the date the Corps of Engineers signs the Department of the Army permit.
- c. The permittee shall not amend, alter, or terminate the conservation easement, or transfer the holder of the conservation easement to another holder, without prior written approval from the Corps of Engineers.
- d. The permittee shall enforce the terms of the conservation easement. The signed, Corps-approved conservation easement and terms contained therein are incorporated by reference into this permit.

3. The permittee shall close the Chatburn Weir when the temporary equipment access road is installed into Logger Creek and when it is removed to minimize the transport of sediment downstream into Loggers Creek and the Boise River. The Chatburn Weir shall be open when the temporary equipment access road is in place to maintain flows downstream and avoid adverse effects to the resident fishery.

4. The permittee may not install the temporary crane tower pads and the equipment pad fill along the north bank of the Boise River in the river unless river flows are equal to or less than 400 cfs. This is to minimize scour affects on the south bank Boise River and prevent damage to the

Chatburn Weir. If flows are predicted to reach 500 cfs after the temporary fill is installed, the permittee shall hold an on-site meeting with the Corps of Engineers and contractor to determine if flows are adversely affecting the south river bank and the weir. If the Corps of Engineers determines the equipment pad and crane tower pads will result in an adverse affect to the river bank or the weir, the permittee shall remove the temporary pad fills from the Boise River. If flows are predicted to exceed 500 cfs, the permittee shall remove the temporary equipment pad and crane tower pads from the river.

5. The permittee shall implement the conservation measures and construction sequencing measures as outlined in Attachment E-Biological Assessment and Section 7 Consultation to minimize impacts to wintering bald eagles. A bald eagle monitoring plan based on the programmatic Biological Assessment for Bald Eagles (Moroz, P. and R.A. House, 1998) shall be developed and coordinated directly with the US Fish and Wildlife Service.

6. The permittee shall remove the temporary equipment pad fill and temporary crane pad fill from the river and restore the river bottom to pre-construction contours, to minimize impacts to current and circulation patterns in the Boise River.

Further Information:

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities.

undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4-above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give you favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE)

(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

for (DISTRICT COMMANDER)

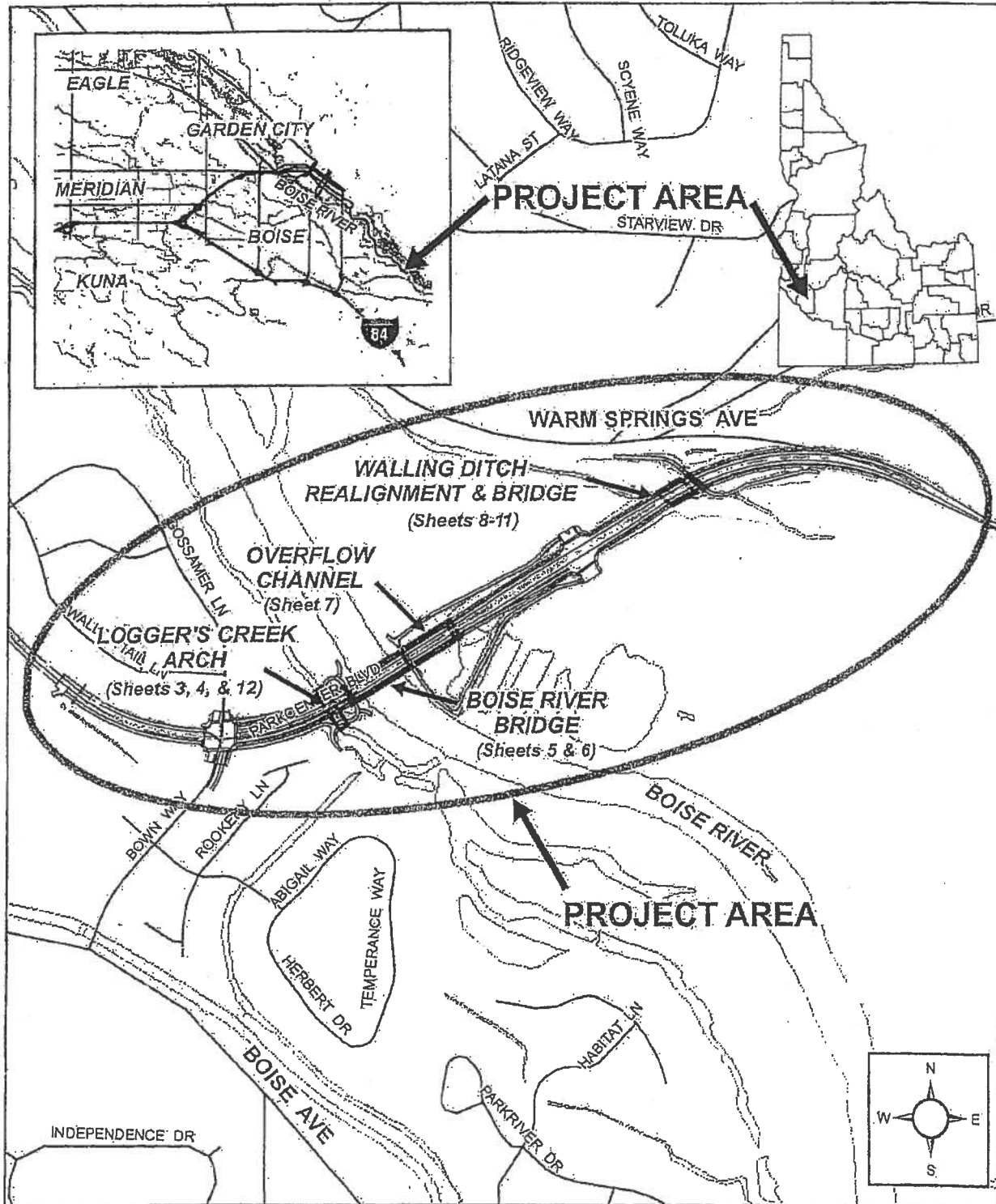
(DATE)

A. Bradley Daly
Chief, Regulatory Division

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFeree)

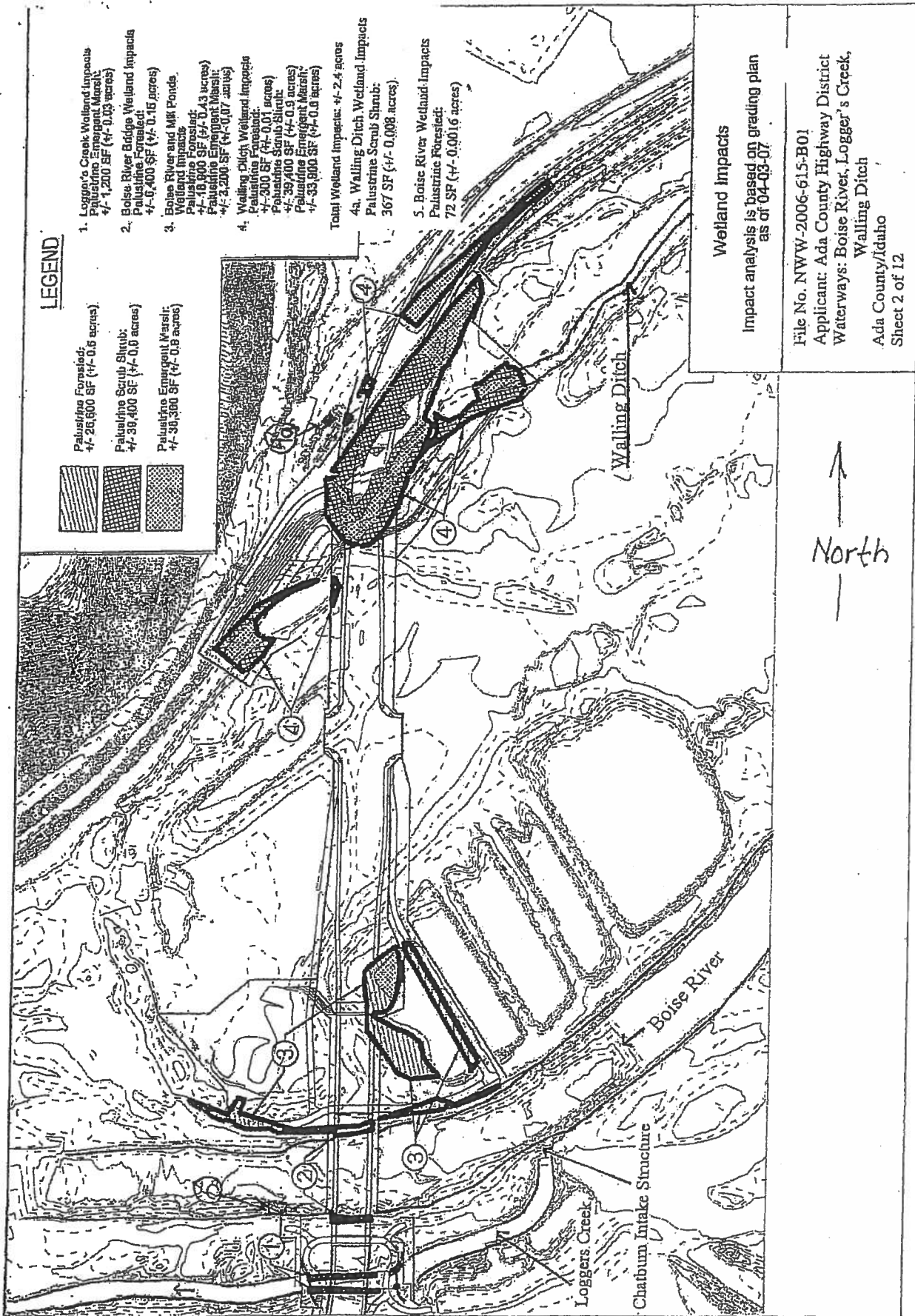
(DATE)



Ada County Highway District
PROPOSED EAST PARKCENTER
RIVER CROSSING

Project No. 60079
 Sec. 19, T. 3 N., R 3 E., B.M.

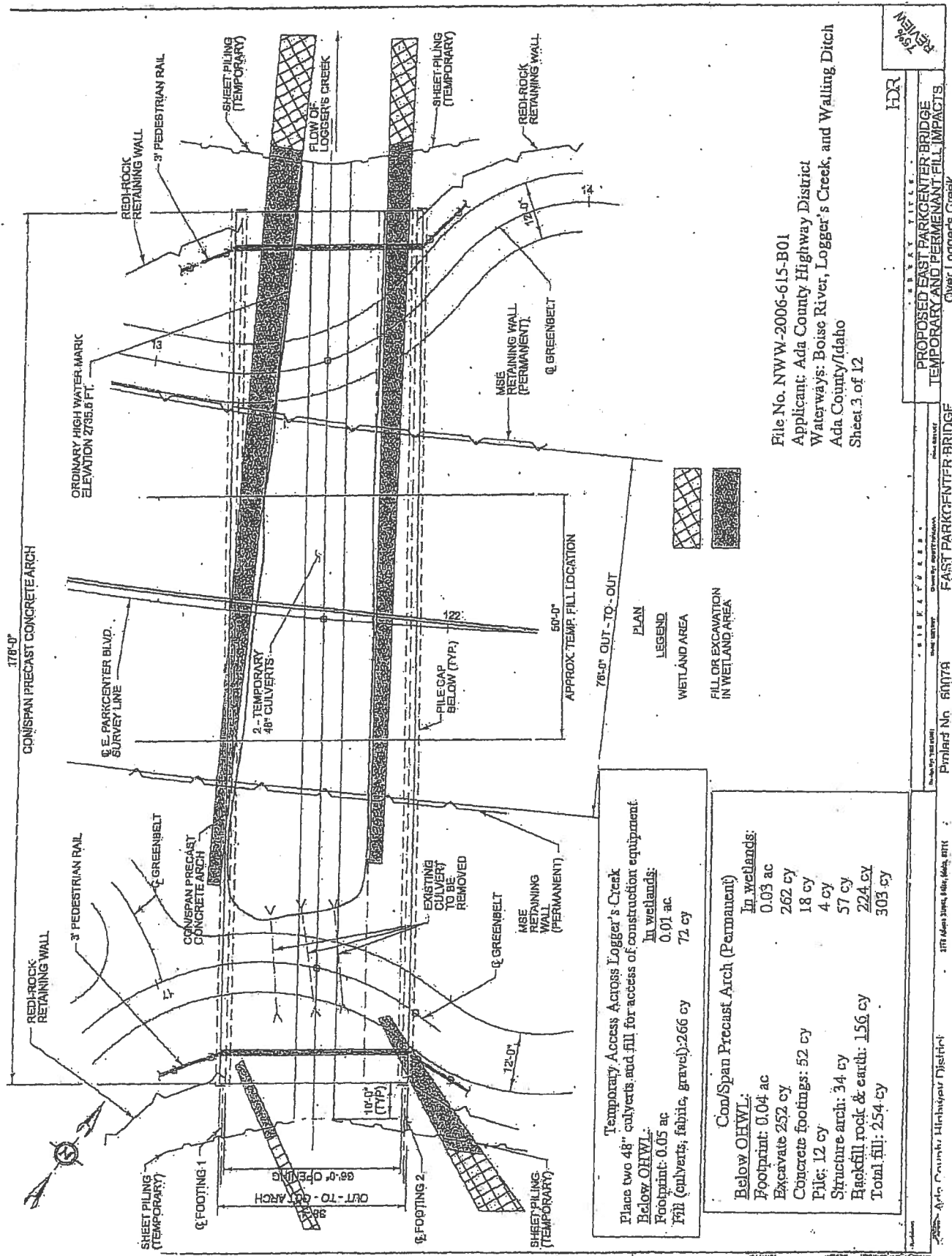
File No. NWW-2006-615-BOI
 Applicant: Ada County Highway District
 Waterways: Boise River, Logger's Creek,
 and Walling Ditch
 Ada County / Idaho
 Sheet 1 of 12
 Date: May 11, 2007
 (Updated: Oct. 3, 2007)



Ada County Highway District

EAST PARKCENTER RIVER CROSSING

Project No. 60079
Sec. 19, T. 3 N., R. 3 E., B.M.



Temporary Access Across Logger's Creek
Place two 48" culverts and fill for access of construction equipment.

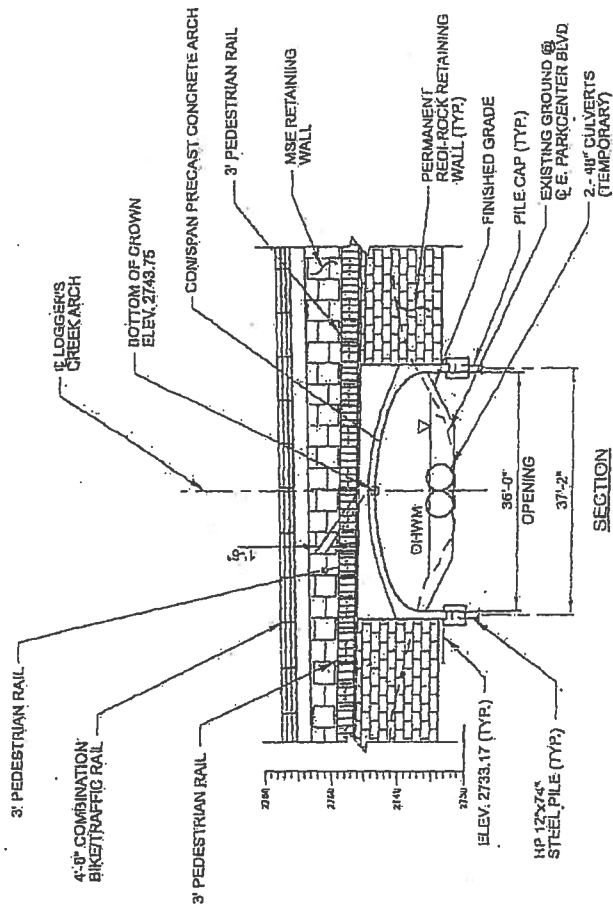
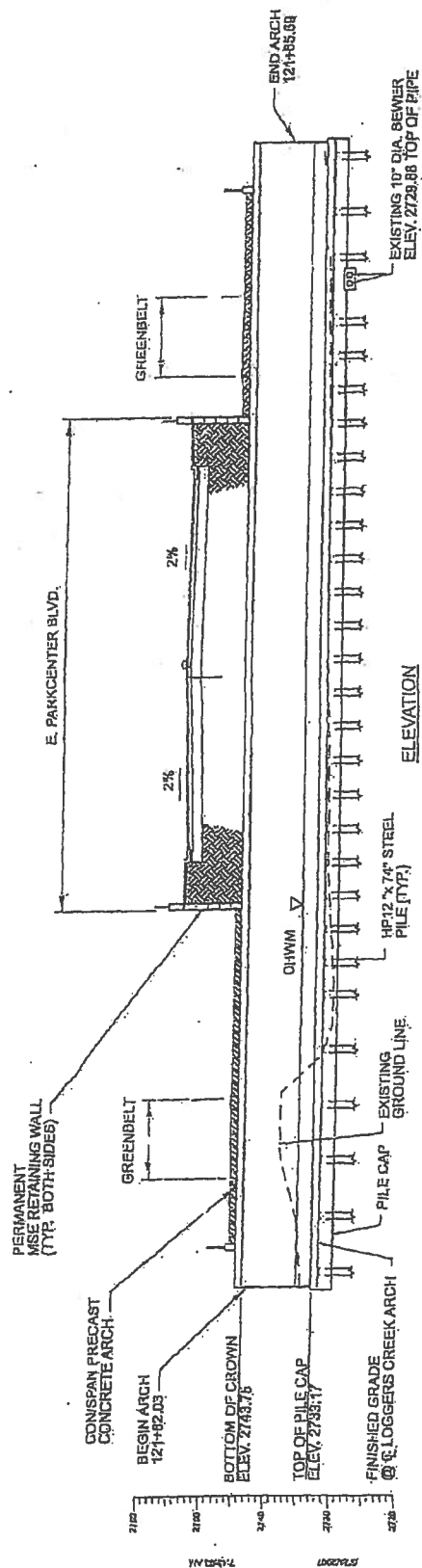
Below OHWL:	
Footprint: 0.05 ac	
Fill (culverts, fabric, gravel): 266 cy	
In wetlands:	
Footprint: 0.01 ac	
Fill (culverts, fabric, gravel): 266 cy	

Con/Span Precast Arch (Permanent)	
Below OHWL:	
Footprint: 0.04 ac	
Excavate 252 cy	
Concrete footings: 52 cy	
Pile: 12 cy	
Structure arch: 34 cy	
Backfill rock & earth: 156 cy	
Total fill: 254 cy	

In wetlands:	
Footprint: 0.03 ac	
Excavate 262 cy	
Concrete footings: 18 cy	
Pile: 4 cy	
Structure arch: 57 cy	
Backfill rock & earth: 224 cy	
Total fill: 303 cy	

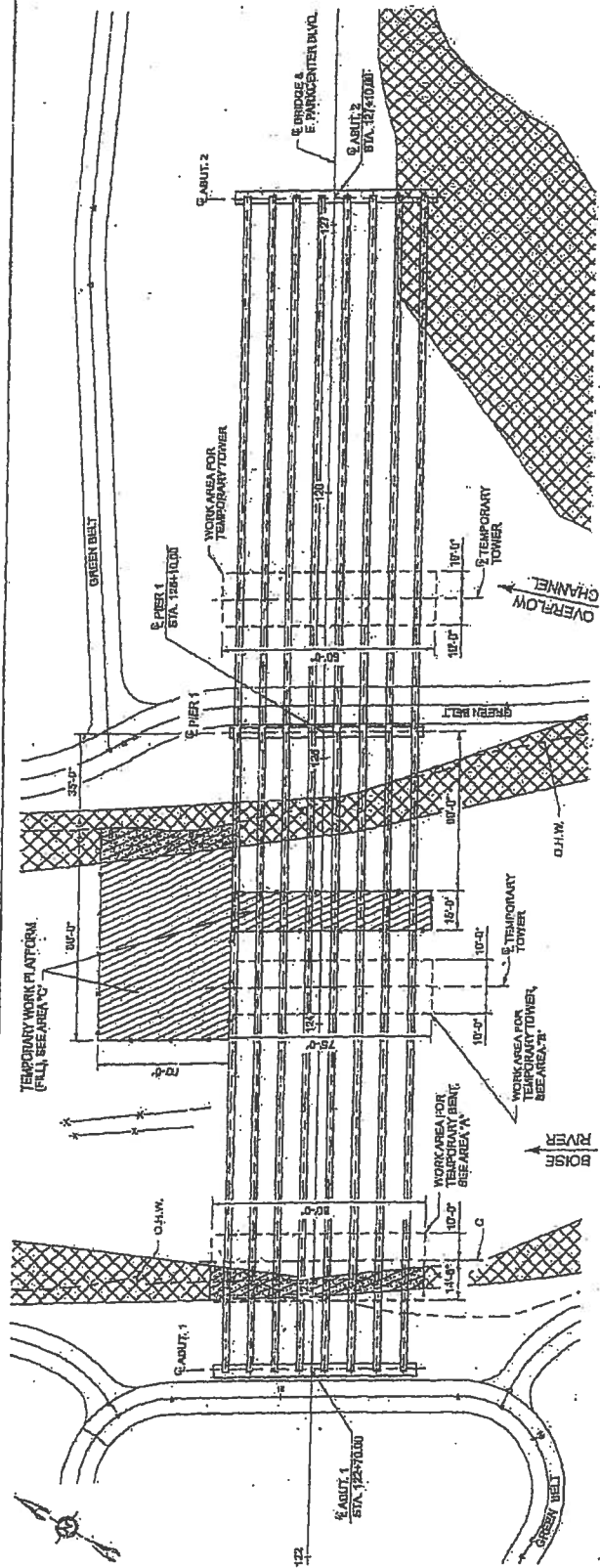
File No. NWW-2006-615-B01
 Applicant: Ada County Highway District
 Waterways: Boise River, Logger's Creek, and Walling Ditch
 Ada County/Idaho
 Sheet 3 of 12

REVIEW 10/26/06	PROJECT TITLE: PROPOSED EAST PARKCENTER BRIDGE TEMPORARY AND PERMANENT FILL IMPACTS Over Logger's Creek
	PROJECT NO.: 61079
DRAWN BY: J. B. BROWN	CHECKED BY: J. B. BROWN
DATE: 10/26/06	SCALE: AS SHOWN
PROJECT LOCATION: EAST PARKCENTER BRIDGE	PROJECT NO.: 61079



File No. NWW-2006-615-B01
 Applicant: Ada County Highway District
 Waterways: Boise River, Logger's Creek, and Walling Ditch
 Ada County/Idaho
 Sheet 4 of 12

15% REVIEW	HDR	
	SHEET TITLE	
PROPOSED EAST PARKCENTER BRIDGE		
LOGGERS CREEK BRIDGE		
Project No. 60079		
Ada County Highway District		

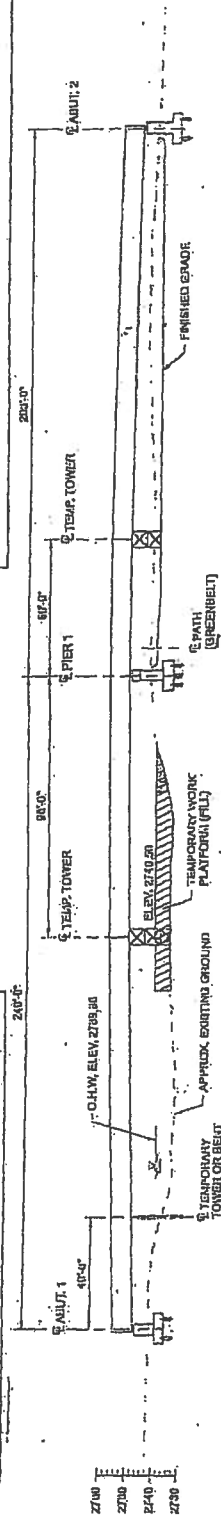


PLAN VIEW

Area "A" (Temporary Tower or Bent)
Excavate and temporary construct tower (wet)
Below OHWL:
Footprint: 0.05 ac
Excavation: 60 cy (level bottom)
Fill (concrete pad): 60 cy

Area "B" (Temporary Tower)
Below OHWL:
Footprint: 0.04 ac
Excavation: 60 cy (leveling)
Fill (concrete pad by crane): 60 cy

Area "C" (Temporary Work Platform)
Install sheet pile or concrete barrier, place geotextile fabric, fill with natural rock and fines, chain link fence (wetlands).
Below OHWL:
Footprint: 0.12 ac
Fill (barrier, fabric, rock/fines): 850 cy



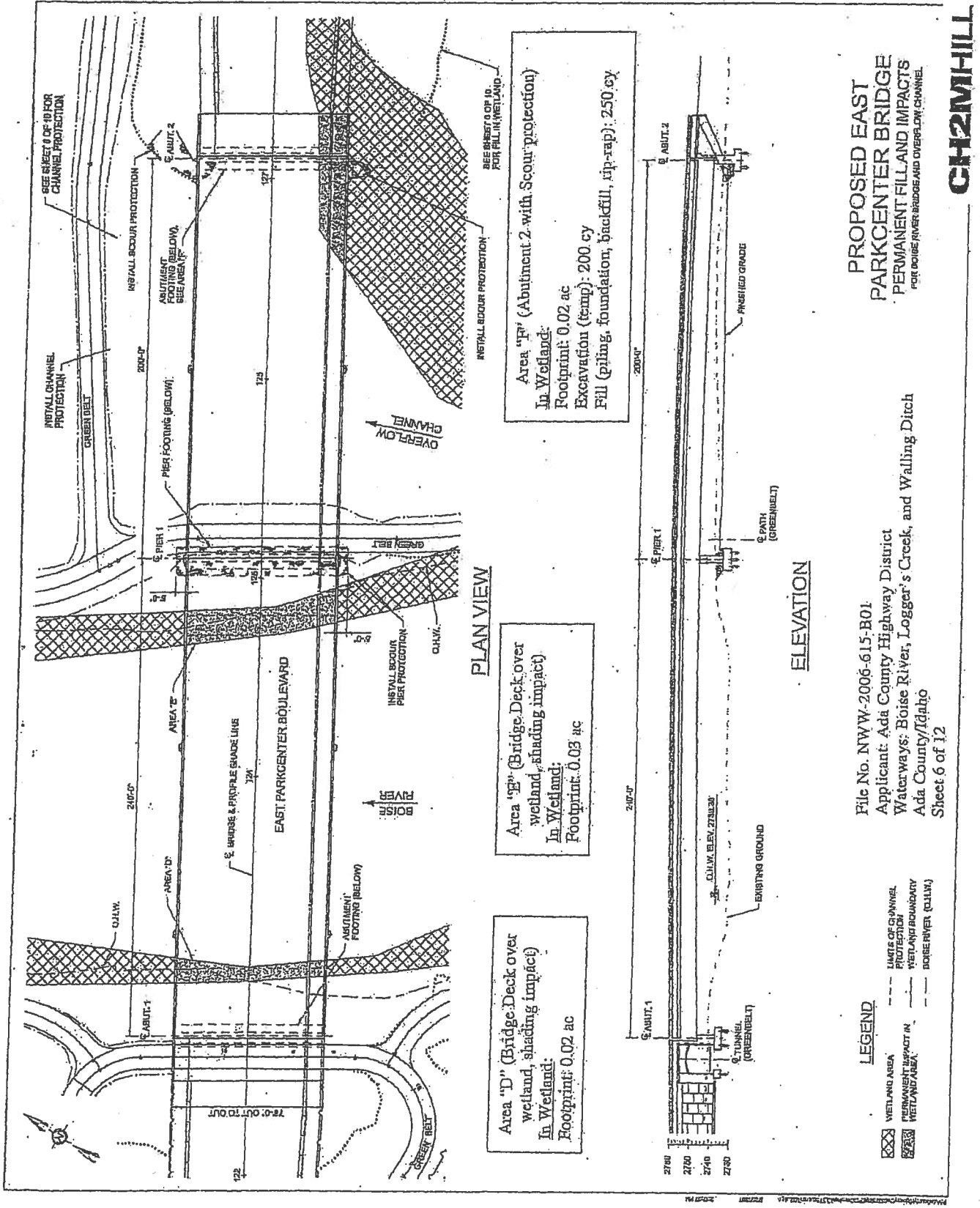
ELEVATION

- LEGEND
- WETLAND AREA
 - TEMPORARY FILL OR EXCAVATION IN WETLAND AREA
 - TEMPORARY FILL
 - LIMITS OF TEMPORARY WORK AREA
 - UNDEVELOPED TEMPORARY WORK PLATFORM (FILL)
 - WETLAND BOUNDARY
 - BOISE RIVER (OLWL)

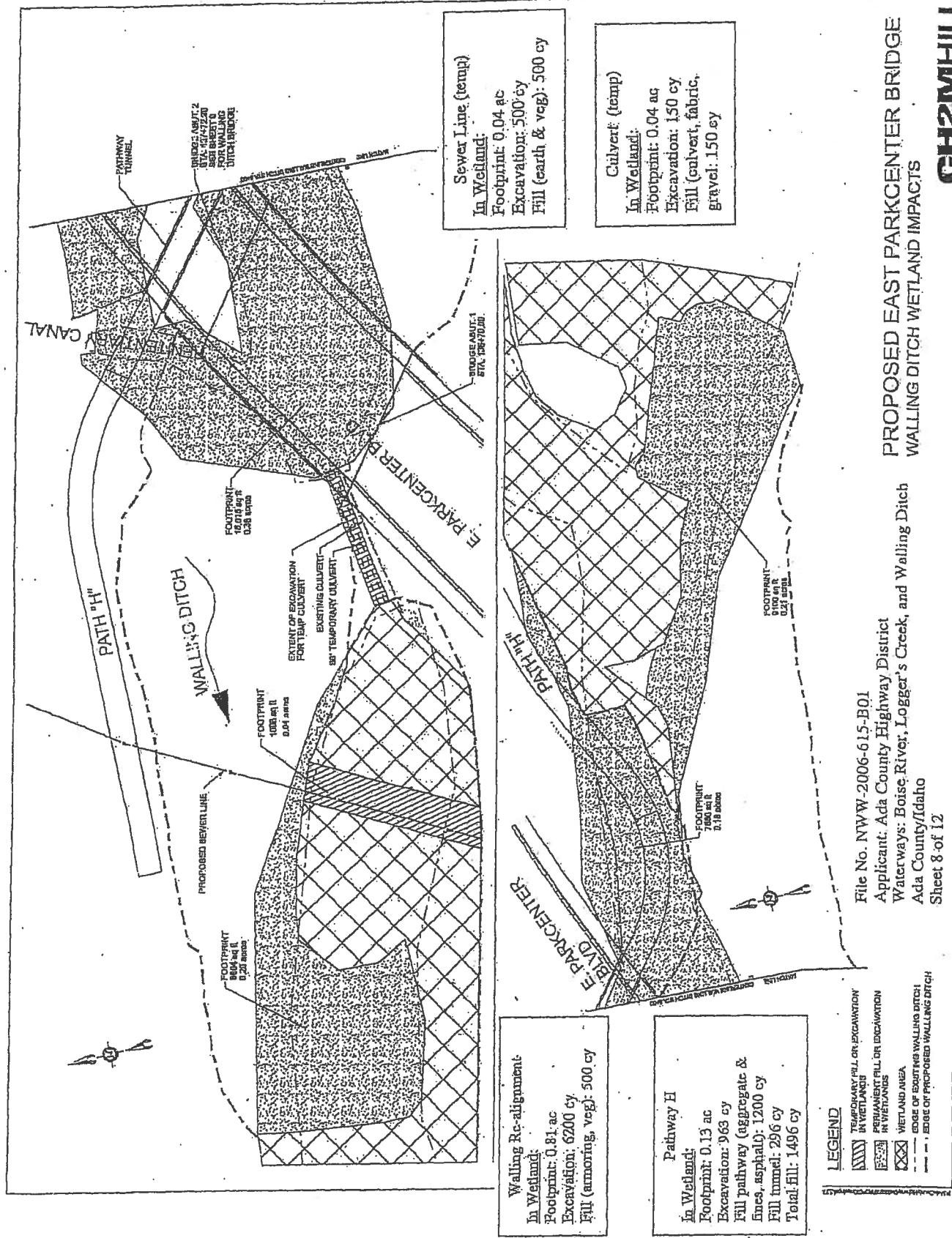
PROPOSED EAST PARKCENTER BRIDGE TEMPORARY FILL AND IMPACTS FOR BOISE RIVER BRIDGE AND OVERFLOW CHANNEL

File No. NWW-2006-615-B01
Applicant: Ada County Highway District
Waterways: Boise River, Logger's Creek, and Walling Ditch
Ada County/Idaho
Sheet 5 of 12

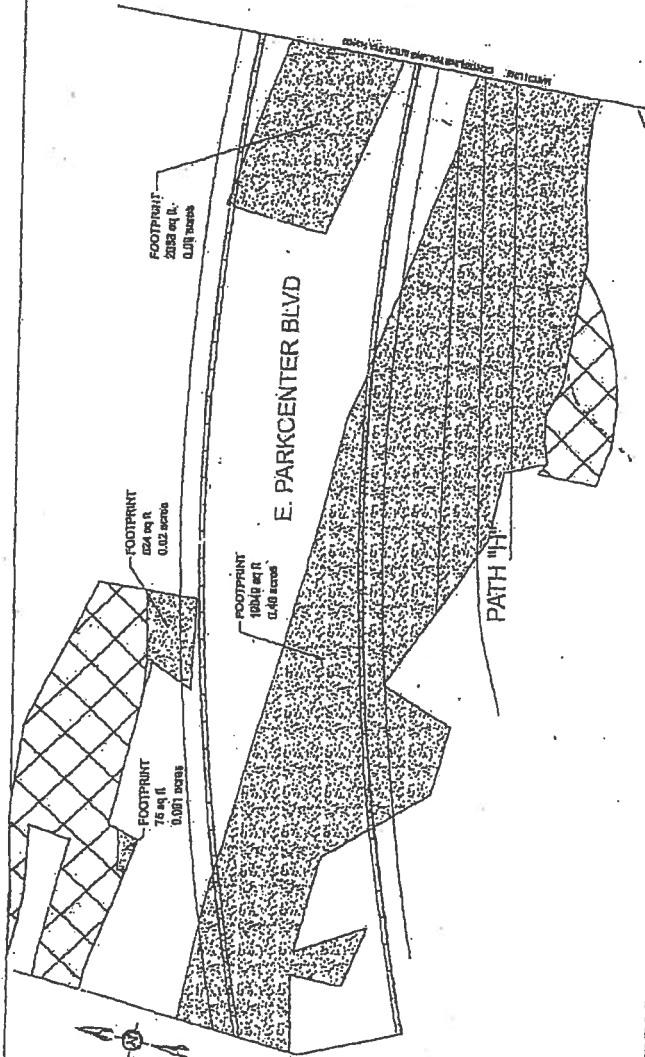
CH2MHILL



File No. NW-2006-615-B01
 Applicant: Ada County Highway District
 Waterways: Boise River, Logger's Creek, and Walling Ditch
 Ada County/Idaho
 Sheet 6 of 12

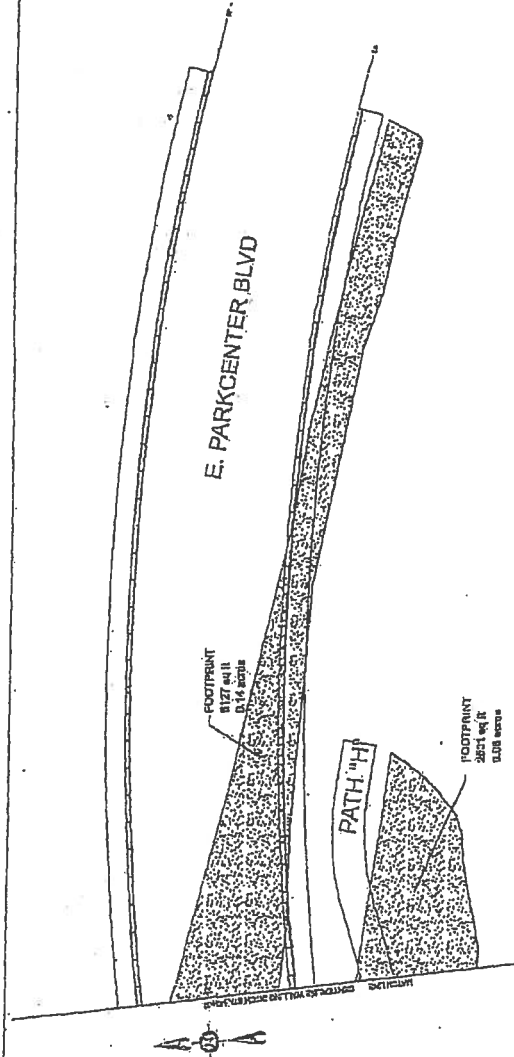


CH2MHILL



Roadway
 In Wetland:
 Footprint: 0.52 ac
 Excavation: 750 cy
 Fill road (aggregate & fines, asphalt): 8500 cy

Pathway H
 In Wetland:
 Footprint: 0.22 ac
 Excavation: 300 cy
 Fill pathway (aggregate & fines, asphalt): 1300 cy



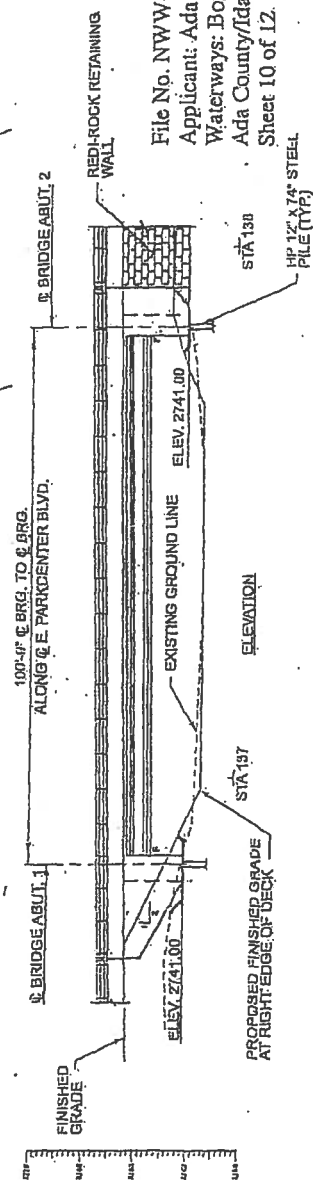
LEGEND

- PERMANENT FILL OR EXCAVATION
- IN WETLANDS
- WETLAND AREA

File No. NW-2006-615-B01
 Applicant: Ada County Highway District
 Waterways: Boise River, Logger's Creek, and Walling Ditch
 Ada County/Idaho
 Sheet 9 of 12.

**PROPOSED EAST PARKCENTER BRIDGE
 WARM SPRINGS AVE. WETLAND IMPACTS**

CH2MHILL



In Wetland:
Footprint: 0.06 ac
Structure: 131 cy
Pile: 8 cy
Backfill: 444 cy
Total Fill: 583 cy

WETLAND AREA

FILL OR EXCAVATION
IN WETLAND AREA
(BRIDGE ONLY):

File No. NWW-2006-615-B01
Applicant: Ada County Highway District
Waterways: Boise River, Logger's Creek, and Walling Ditch
Ada County/Idaho
Sheet 10 of 12.

HDF

75%² PREVIEW

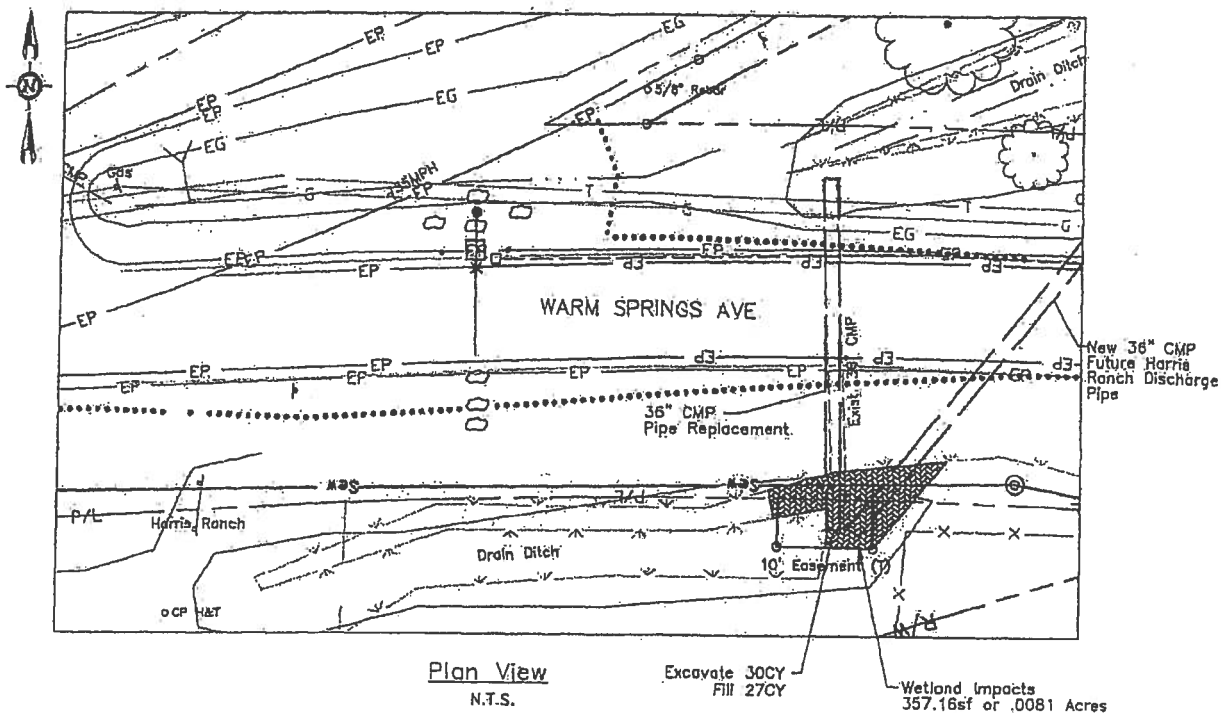
**PROPOSED EAST PARK CENTER BRIDGE
PERMANENT FILL AND IMPACTS FROM BRIDGE**

EAST PARKCENTER BRIDGE

Project No. 80079

TTT Address about Eddy, before 8/27/6

Ada County Highway District



General Notes

There Is One Existing 36" CMP Drain Pipe To Be Replaced In Kind And At The Same Elevations. Harris Ranch: Wishes To Add A Second 36" CMP Drain Pipe Crossing At Similar Elevations As Original 36" CMP. The Total Headwall Area Is 357.16sf Or .0081 Acres.

1. Location Shown On Sheet 2 Of 12 As 4a:

2. (2) 36" CMP Pipe Crossings

One Is Future Harris Ranch Discharge.

3. Existing Pipe Crossing To Be Replaced In Kind And At Existing Invert Elevations.

New 36" CMP Pipe For Harris Ranch Discharge

Will Hold Similar Elevations As Existing Pipe Crossing.

4. Total Wetland Vegetation Impacted
.0081 Acres This Sheet Only.

5. Excavate 30CY
Fill 27CY.

Proposed East ParkCenter Bridge

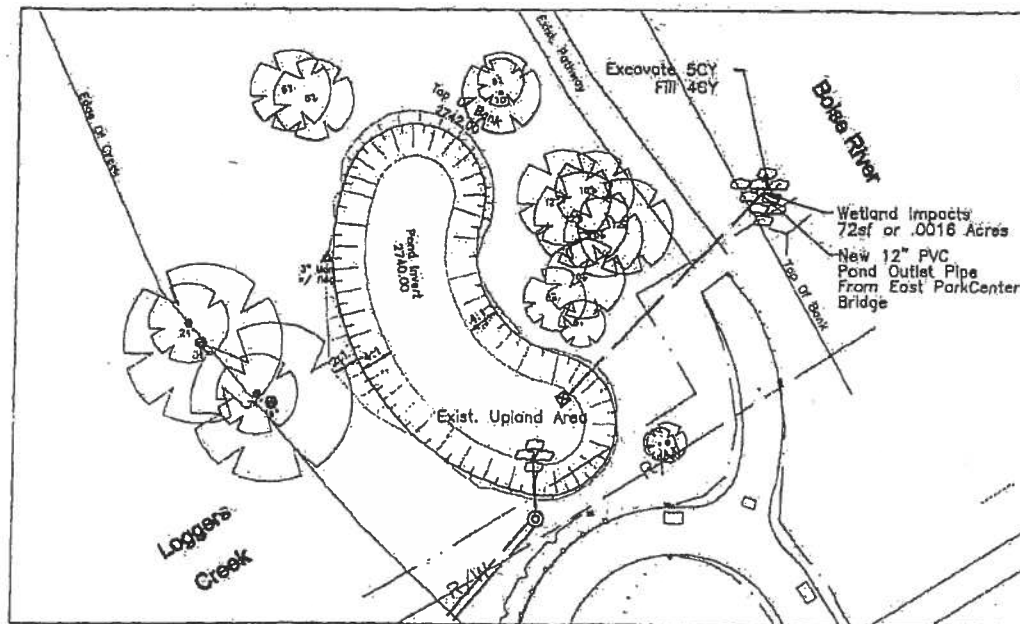
Permanent Fill And Impacts.
For Walling Ditch

File No. NWW-2006-515-801

Applicant: Ada County Highway District

Waterways: Boise River, Logger's Creek, & Walling Ditch
Ada County / Idaho

Sheet 11 of 12



Plan View
N.T.S.

General Notes

Proposed East ParkCenter Bridge Storm Drain Outfall To The Boise River.

1. Location Shown On Sheet 2 Of 12 As 5.
2. (1) 12" PVC Discharge Pipe
From Detention Pond To Boise River.
3. Total Wetland Vegetation Impacted
.0016 Acres This Sheet Only.
4. Excavate 5CY
Fill 4CY

Proposed East ParkCenter Bridge

Permanent Fill And Impacts
Relocate Logger's Creek Outfall To Boise River

File No. NWW-2006-615-B01
Applicant: Ada County Highway District
Waterways: Boise River, Logger's Creek, & Walling Ditch
Ada County / Idaho

Sheet 12 of 12



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 North Orchard • Boise, Idaho 83706 • (208) 373-0550

August 13, 2007

Kent Brown, P.E.
Ada County Highway Department
3775 Adams Street
Garden City, ID 83714

Re: Reference No. 2006-615-B01
East Park Center Bridge Over Boise River

Dear Mr. Brown:

The Department of Environmental Quality (Department) has considered water quality certification for construction related to the referenced project. We have reviewed the subject application and have the following comments and conditions.

General

If dewatering is required during construction, a short-term activity exemption must be obtained from this office. Please contact Craig Shepard at 373-0557 for further information if necessary.

If this proposed project contains a direct or indirect discharge to the Boise River or its tributaries, please be advised that a Total Maximum Daily Load (TMDL) allocation has been developed for water quality limited water bodies in the Lower Boise River watershed for pollutants of concern. This may affect your proposed project as your discharge must provide for a no net increase in pollutants of concern. In addition, the TMDL could require a further reduction in pollutant discharge from this proposed project.

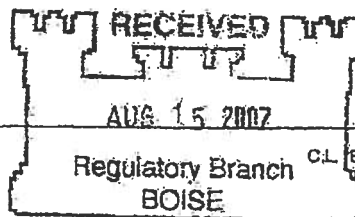
Fills

Material may not be placed in excess of the minimum needed for erosion protection. All temporary fills shall be removed in their entirety on or before the completion of construction.

Material may not be placed in any location or in any manner so as to impair surface or subsurface water flow into or out of any wetland area. Placement of fill material in existing vegetated wetlands shall be minimized to the greatest extent possible.

Fill material shall be free of organic and easily suspendable fine material. The fill material to be placed shall include clean earth fill, sand, and stone only.

Whenever practicable, discharges of dredged or fill material shall be conducted during low flow periods, during periods when spawning is not occurring and during periods when recreational use is relatively low.



Kent Brown, P.E.
Ada County Highway Department
Page 2

Structural fill or bank protection shall consist of materials that are placed and maintained to withstand predictable high flows in the watercourse.

Discharges of dredged or fill material in excess of that necessary to complete the project shall not be permitted.

Erosion Control

Disturbance of the existing channel bottom and native vegetation shall be kept to a minimum. Areas disturbed by a project which are suitable for vegetation shall be seeded or revegetated to prevent subsequent soil erosion.

Sediment that is the result of this activity must be mitigated to prevent violations of the turbidity standard as stipulated under Section 58.01.02 of the Idaho Water Quality Standards and Wastewater Treatment Requirements. Any violation of this standard must be reported to this office immediately.

Permanent erosion and sediment control measures shall be installed at the earliest practicable time consistent with good construction practices and shall be maintained as necessary throughout the operation of the project. One of the first construction activities shall be the placement of permanent and temporary erosion and sediment control measures around the perimeter of the project or initial work areas to protect the project water resources.

Construction Activities

Work in open water is to be kept at a minimum and only when necessary. Equipment shall not enter the stream channel unless absolutely necessary to complete the work. Fording of the channel is not permitted. Temporary bridges or other structures shall be built if crossings are necessary.

Equipment and machinery must be removed from the area of waterway prior to refueling, repair and/or maintenance. Measures shall be taken to prevent spilled fuels, lubricants, or other toxic materials from entering the watercourse.

Heavy equipment working in wetlands shall be placed on mats or suitably designed pads to prevent damage to the wetlands.

Construction operations in watercourses and water bodies shall be restricted to areas specified in the application for the federal license or permit.

Measures shall be taken to prevent the entrance of wet concrete into the watercourse when placed in forms and/or from washing of trucks.

To the extent reasonable and cost-effective, the activity submitted for certification shall be designed to minimize subsequent maintenance.

Kent Brown, P.E.
Ada County Highway Department
Page 3

If construction is completed and mitigation implemented in accordance with the information provided in the application and the comments and conditions above, the Department certifies under Clean Water Act Section 401 that the construction of the project will comply with applicable requirements of Sections 301, 302, 303, 306 and 307 of the federal Clean Water Act (PL92-500), as amended, and will not violate Idaho Water Quality Standards and Wastewater Treatment Requirements (IDAPA 58.01.02). This certification shall remain in effect until December 31, 2009, at which time construction must be completed.

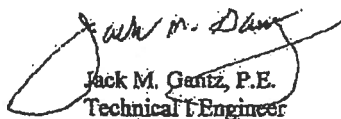
Water quality certification provided herein shall be revoked for failure of the permittee to comply with the conditions of this certification or the terms and conditions of the referenced permit. Revocation shall become effective upon written notice to the permittee, and all activities permitted under the referenced permit shall immediately cease until the permittee obtains another water quality certification from the Department.

This Section 401 Water Quality Certification and associated conditions may be appealed by submitting a request in writing within 35 days for a hearing, pursuant to Title 57, Chapter 52, Idaho Code and the Rules of Administrative Procedure before the Board of Environmental Quality, IDAPA 58.01.23. The request for a hearing must be filed with the hearing coordinator at the following address:

Hearing Coordinator
Department of Environmental Quality
1410 N. Hilton
Boise, ID 83706

Please contact me at (208) 373-0599 if you have any questions or further information to present.

Sincerely,



Jack M. Gantz, P.E.
Technical Engineer

JMG:vec

cc: Greg Martinez, COE, Boise
Source File #20, Reading File

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Ada County Highway District		File Number: NWW-2006-615-B01	Date: October 19, 2007
Attached is:		See Section Below	
<input checked="" type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of Permission)	A	
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of Permission)	B	
<input type="checkbox"/>	PERMIT DENIAL	C	
<input type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D	
<input type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E	

SECTION I: The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cwwo/rep/corps/regulations/corpsregulations.htm> or 39 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations (JD) associated with the permit.

OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit.

ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.

APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II: REQUEST FOR APPEAL OR OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION

If you have questions regarding this decision and/or the appeal process you may contact:

District Engineer

ATTN: A. Bradley Daly

Regulatory Division Walla Walla District

201 North 3rd Avenue

Walla Walla, Washington 99362-1876

Telephone (509) 527-7150

If you only have questions regarding the appeal process you may also contact:

U.S. Army Corps of Engineers

Northwestern Division

Attn: Karen Kochenbach, Regulatory Program Manager

P.O. Box 2870

Portland, Oregon 97208-2870

Telephone (503) 808-3888

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent

Date:

Telephone number



November 28, 2007

EAST PARKCENTER BRIDGE WETLANDS MITIGATION SITE

A parcel of land situated in a portion of Government Lots 4 and 5 located in the Northwest ¼ of Section 29, Township 3 North, Range 3 East, Boise Meridian, being more particularly described as follows:

Commencing at the Northwest corner of said Section 29, thence South 0°16'50" West 1837.52 feet along the West line of said section to a point, thence leaving said West line, South 89°43'10" East 347.70 feet to the POINT OF BEGINNING, thence

South 51°52'42" East 169.07 feet, thence

South 20°51'16" East 24.98 feet, thence

Along a curve to the left 603.25 feet, said curve having a radius of 624.00 feet, a delta angle of 55°23'27" and a chord bearing South 16°05'28" East 580.04 feet, thence

Along a curve to the right 257.03 feet, said curve having a radius of 530.91, a delta angle of 27°44'20 feet, and a chord bearing South 29°55'01" East 254.53 feet, thence

South 16°02'51" East 222.99 feet to a point on the Northwestern line of a "Public Bicycle Path Easement", Instrument Number 99002820, Ada County records, thence tracing said Northwestern line the following 4 courses:

Along a curve to the right 54.96 feet, said curve having a radius of 1849.82 feet, a delta angle of 1°42'08" and a chord bearing South 53°19'05" West 54.96 feet, thence

South 55°54'06" West 165.26 feet, thence

South 64°37'30" West 15.12 feet to POINT "A", thence leaving said Northwestern line

North 06°06'57" West 16.97 feet, thence

North 13°07'55" West 48.39 feet, thence

Along a curve to the left 3.72 feet, said curve having a radius of 11.00 feet, a delta angle of 19°22'54" and a chord bearing North 22°49'22" West 3.70 feet, thence

North 33°21'41" West 28.28 feet, thence

North 30°36'11" West 17.67 feet, thence

Along a curve to the left 15.36 feet, said curve having a radius of 11.00 feet, a delta angle of 80°00'48" and a chord bearing North 70°36'35" West 14.14 feet, thence

South 69°23'01" West 53.78 feet, thence

South 59°12'18" West 33.91 feet, thence

South 38°36'03" West 33.03 feet, thence

Along a curve to the right 6.28 feet, said curve having a radius of 4.00 feet, a delta angle of 90°00'00" and a chord bearing South 83°36'03" West 5.66 feet, thence

North 51°23'57" West 108.06 feet, thence

Along a curve to right 35.35 feet, said curve having a radius of 94.00 feet, a delta angle of 21°32'40", and a chord bearing North 40°37'37" West 35.14 feet, thence

North 29°51'17" West 264.33 feet, thence



November 28, 2007

Along a curve to the right 49.02 feet, said curve having a radius of 194.00 feet, a delta angle of $14^{\circ}28'37''$ and a chord bearing North $22^{\circ}36'59''$ West 48.89 feet, thence
 North $15^{\circ}22'40''$ West 45.66 feet, thence
 Along a curve to the right 47.41 feet, said curve having a radius of 94.00 feet, a delta angle of $28^{\circ}54'02''$ and a chord bearing North $00^{\circ}55'39''$ West 46.91 feet, thence
 North $13^{\circ}31'22''$ East 47.06 feet, thence
 Along a curve to the left 30.26 feet, said curve having a radius of 206.00 feet, a delta angle of $8^{\circ}25'00''$ and a chord bearing North $09^{\circ}18'52''$ East 30.23 feet, thence
 North $05^{\circ}06'22''$ East 194.75 feet, thence
 Along a curve to the left 72.86 feet, said curve having a radius of 206.00 feet, a delta angle of $20^{\circ}15'52''$ and a chord bearing North $05^{\circ}01'34''$ West 72.48 feet, thence
 North $15^{\circ}09'30''$ West 132.70 feet, thence
 North $16^{\circ}04'41''$ West 25.90 feet, thence
 North $18^{\circ}22'41''$ West 62.63 feet, thence
 North $04^{\circ}32'29''$ West 30.63 feet, thence
 North $46^{\circ}37'24''$ East 232.37 feet to the **POINT OF BEGINNING**.

Said parcel contains 422,050 square feet or 9.69 acres, more or less.

TOGETHER WITH:

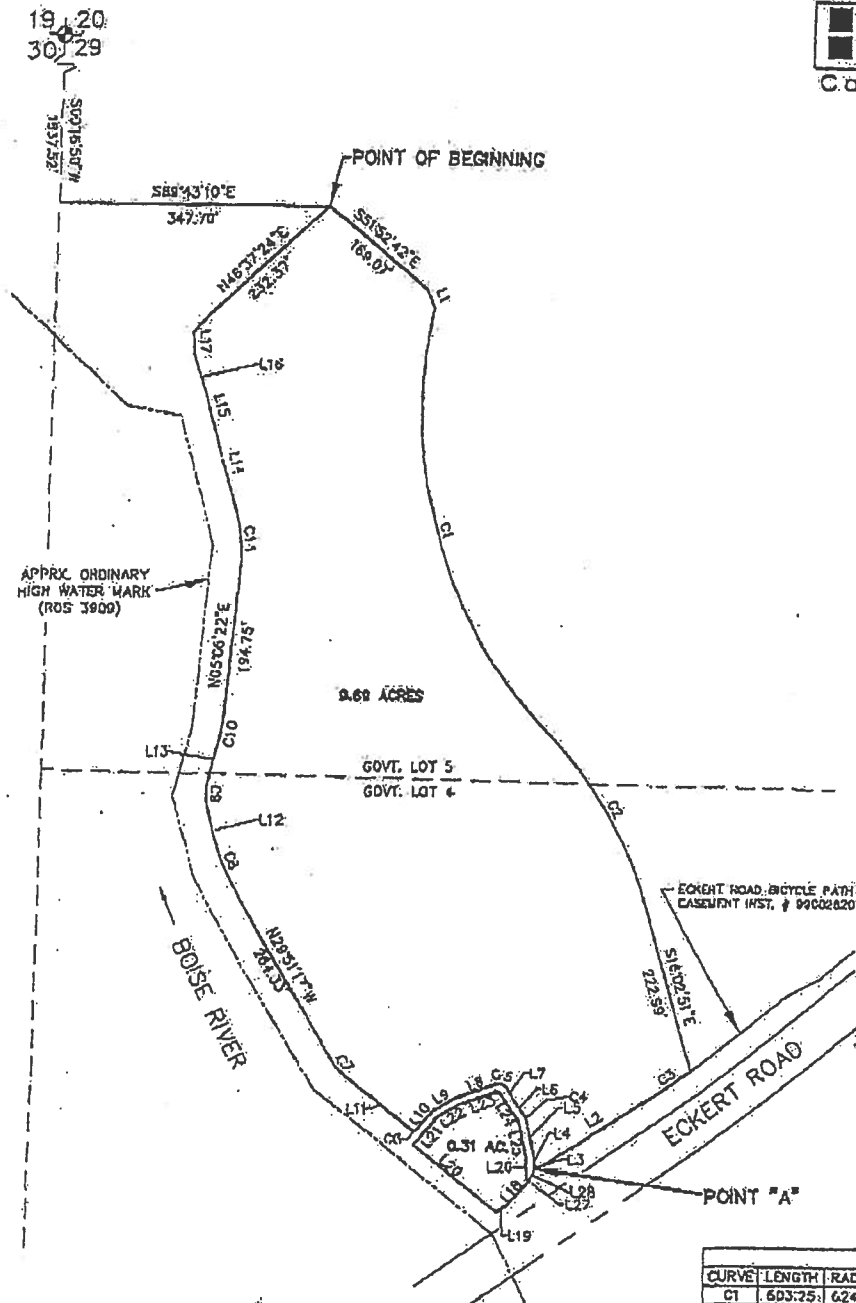
A parcel of land situated in a portion of Government Lot 4 located in the Northwest $\frac{1}{4}$ of Section 29, Township 3 North, Range 3 East, Boise Meridian, being more particularly described as follows:

Commencing at said **POINT "A"** thence South $23^{\circ}07'47''$ West 17.86 feet to the **POINT OF BEGINNING**, thence

South $42^{\circ}04'23''$ West 40.74 feet, thence
 South $54^{\circ}10'04''$ West 17.05 feet, thence
 North $51^{\circ}23'57''$ West 136.93 feet, thence
 North $38^{\circ}36'03''$ East 49.25 feet, thence
 North $59^{\circ}12'18''$ East 30.63 feet, thence
 North $69^{\circ}23'01''$ East 52.80 feet, thence
 South $33^{\circ}21'59''$ East 47.44 feet, thence
 South $13^{\circ}07'55''$ East 47.98 feet, thence
 South $02^{\circ}43'45''$ East 28.66 feet, thence
 South $47^{\circ}55'37''$ East 4.47 feet to the **POINT OF BEGINNING**.

Said parcel contains 13,582 square feet or 0.31 acres, more or less.





Quadrant
Consulting, Inc.

GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S20°51'18"E	24.98
L2	S55°54'08"W	185.28
L3	S64°32'30"W	15.12
L4	N05°06'57"W	16.97
L5	N13°07'35"W	40.39
L6	N33°21'41"W	28.28
L7	N30°35'11"W	17.67
L8	S89°23'01"W	53.78
L9	S59°12'18"W	33.01
L10	S38°38'03"W	33.03
L11	N51°23'57"W	108.06
L12	N15°22'40"W	45.66
L13	N13°11'22"E	47.06
L14	N15°02'30"W	132.70
L15	N16°04'41"W	25.90
L16	N18°22'41"W	62.63
L17	N04°32'49"W	30.63
L18	S42°04'23"W	40.74
L19	S64°10'04"W	17.05
L20	N51°23'57"W	136.89
L21	N38°26'03"E	40.25
L22	N59°12'10"E	30.63
L23	N89°23'01"E	52.80
L24	S33°21'58"E	47.44
L25	S13°07'55"E	47.98
L26	S02°43'45"E	28.66
L27	S47°55'37"E	4.47
L28	S23°07'47"W	17.96

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEG.	CHORD
C1	603.25	624.00	55°23'22"	S16°08'28"E	580.04
C2	257.03	530.91	27°44'20"	S20°55'01"E	234.53
C3	54.96	1849.02	1°42'08"	S63°19'05"W	54.96
C4	3.72	11.00	18°22'54"	N22°40'22"W	3.70
C5	15.38	11.00	80°00'48"	N70°36'35"W	14.14
C6	5.20	4.00	90°00'00"	N83°38'03"E	5.06
C7	35.33	94.00	21°32'40"	N40°37'37"W	36.14
C8	49.02	194.00	13°28'37"	N22°36'59"W	48.00
C9	47.41	94.00	28°51'02"	N00°55'39"W	40.91
C10	30.26	208.00	8°25'00"	N00°18'52"E	30.23
C11	72.85	208.00	20°15'52"	N05°01'34"W	72.48

1904 W. Overland • Boise, ID 83705 • Phone (208) 342-0091 • Fax (208) 342-0092 • Email: quadrant@quadrant.cc
Civil Engineering • Surveying • Construction Management

LOCATION: 208 344 1148

RX TIME 11/30 '07 10:54

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

PARKCENTER BOULEVARD EXTENSION TO WARM SPRINGS AVENUE,
INCLUDING THE EAST PARKCENTER BRIDGE

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is made and entered into this 28th day of November, 2007 by and between HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership ("Harris Family Limited Partnership"), BARBER MILL COMPANY ("Barber Mill Company"), an Idaho corporation (Harris Family Limited Partnership and Barber Mill Company are sometimes herein collectively referred to as "Harris Ranch"), and ADA COUNTY HIGHWAY DISTRICT (herein "ACHD").

RECITALS

A. The parties entered into a Development Agreement dated July 29, 2005 (the "Development Agreement").

B. Section 5.3 of the Development Agreement states that ACHD may have to provide wetlands mitigation as required by the U.S. Army Corps of Engineers or other governmental entities in connection with the Project, as such term is defined in the Development Agreement.

C. Section 5.3 of the Development Agreement also states that Harris Ranch will cooperate in assisting ACHD in any wetland mitigation requirements identified during the permitting process, including but not limited to donating a portion of wetlands owned by Harris Ranch in order to accomplish the wetland mitigation required by governmental agencies.

D. Section 5.3 of the Development Agreement also states that any such provision of wetlands shall be eligible for Impact Fee Reimbursement collected in Harris Ranch, Idaho.

E. The parties desire to amend their obligations under Section 5.3 of the Development Agreement as set forth in this Amendment. The Development Agreement remains in full force and effect except as specifically amended by this Amendment.

F. The parties intend by this Amendment to specify the means by which Harris Ranch will satisfy its obligations regarding the wetland mitigation requirements set forth in the Development Agreement. Harris Family Limited Partnership agrees pursuant to this Amendment to donate approximately 10 acres of wetlands and does hereby waive any potential Impact Fee

Reimbursement set forth in the Development Agreement of \$7.00 per square foot relating to wetland mitigation reimbursement for the donation.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the recitals, which are incorporated in this Amendment, and in consideration of the premises and the agreements hereinafter contained, ACHD, Harris Family Limited Partnership and Barber Mill Company agree as follows:

SECTION 1. Definitions. All capitalized terms in this Amendment that are not defined herein shall have the same meaning ascribed to them in the Development Agreement.

SECTION 2. Recitals. The recitals above are incorporated into the body of this Amendment.

SECTION 3. Amendment of Section 5.3. Section 5.3 of the Development Agreement is hereby amended and restated in its entirety as follows:

"5.3 ACHD is required by the U.S. Army Corps of Engineers to provide a certain number of acres of improved wetlands to satisfy the wetland mitigation due to the construction of the Project. Harris Family Limited Partnership has agreed to the following:

i. Harris Family Limited Partnership shall provide a conservation easement on acreage north of the Boise River near the Project, which acreage (the "Property") is identified and more particularly described in the conservation easement, which is substantially in the form attached hereto, marked as **Schedule 1** (the "Conservation Easement") and incorporated herein by reference. Harris Family Limited Partnership agrees to make any additional changes or modifications to the Conservation Easement as may be reasonably required by the U.S. Army Corps of Engineers and/or ACHD.

ii. Harris Family Limited Partnership agrees to construct improvements on the Property to meet requirements of the U.S. Army Corps of Engineers to satisfy in all respects the U.S. Army Corps of Engineers' requirements for ACHD's wetland mitigation for the Project. To provide such construction, Harris Family Limited Partnership shall engage a professional firm pursuant to a written agreement (the "Services Agreement") approved in writing by ACHD that complies with all requirements of the U.S. Army Corps of Engineers. In connection with the Services Agreement, Harris Family Limited Partnership agrees as follows:

(1) After ACHD approves the Services Agreement, Harris Family Limited Partnership shall not amend, terminate, or assign the agreement without the prior written consent of ACHD.

(2) Harris Family Limited Partnership shall not consent to the professional firm using subcontractors or engaging consultants not employed by the professional firm without ACHD's prior written consent.

(3) The Services Agreement shall provide that Harris Family Limited Partnership may require the professional firm to deliver a public presentation regarding the project. Harris Family Limited Partnership shall request the professional firm to deliver such a presentation if requested to do so by ACHD.

(4) Harris Family Limited Partnership shall not approve any design plans, mitigation plans, or project schedule changes pursuant to the Services Agreement without the prior written consent of ACHD.

(5) Harris Family Limited Partnership shall not waive any rights under the Services Agreement without the prior written consent of ACHD.

(6) If ACHD determines that the professional firm has defaulted under the Services Agreement, Harris Family Limited Partnership shall assign the Professional Services Agreement to ACHD if ACHD requests such assignment and Harris Family Limited Partnership shall take all steps necessary under the Services Agreement to effect such assignment.

iii. In exchange for providing the Conservation Easement and the construction and maintenance of the wetlands as provided in the Conservation Easement, the Services Agreement, the 404 permit, or any other applicable regulations, ACHD agrees to pay to Harris Family Limited Partnership the sum of One Million Three Hundred Three Thousand Five Hundred Thirty Three and No/100ths Dollars (\$1,303,533.00). Payment by ACHD to Harris Family Limited Partnership of such sum shall be made at such times as Harris Family Limited Partnership is required to make payments under the Services Agreement. Neither Harris Family Limited Partnership nor Harris Ranch shall be eligible for any Impact Fee Reimbursement for the acreage provided by Harris Family Limited Partnership for wetlands mitigation. All funds paid by ACHD shall be paid to Harris Family Limited Partnership and not to Barber Mill Company, and Barber Mill Company hereby releases any claim, right, title or interest in and to such payments by ACHD to Harris Family Limited Partnership.

iv. This Amendment shall fully satisfy the requirements of ACHD, Harris Family Limited Partnership, Barber Mill Company, and Harris

Ranch, for the requirements set forth in paragraphs 5.3 and 6.1(d) of the Development Agreement."

SECTION 4. Restatement of Development Agreement. The Development Agreement, except as modified by this Amendment, shall remain in full force and effect.

SECTION 5. Miscellaneous.

5.1 Incorporation of Schedules.

It is agreed that all schedules to this Amendment are incorporated herein by reference and made a part of the terms, provisions and covenants of this Amendment.

5.2 Binding Effect.

This Amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

5.3 Counterparts.

This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5.4 Confidentiality.

The parties agree that the terms of this Amendment shall be held in confidence and shall not be revealed to any third person or entity except (i) as agreed by both parties, or (ii) as required by law or a court of competent jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

HARRIS FAMILY LIMITED PARTNERSHIP,
an Idaho limited partnership

By: Harris Management, LLC, its General
Partner

By: Felicia Harris Burkhalter
Felicia Harris Burkhalter
Manager

By: Mildred H. Davis
Mildred H. Davis
Manager

By: Brian Randolph Harris
Brian Randolph Harris
Manager

By: Alfa M. Harris
Alfa M. Harris
Manager

BARBER MILL COMPANY, an Idaho
corporation

By: _____
Larry Williams
President

Attest:

Secretary

ADA COUNTY HIGHWAY DISTRICT

By: Colin J. Ford
Title: President

Attest:

William J. Schumacher
Director

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

HARRIS FAMILY LIMITED PARTNERSHIP,
an Idaho limited partnership

By: Harris Management, LLC, its General
Partner


By: _____
Felicia Harris Burkhalter
Manager

By: _____
Mildred H. Davis
Manager

By: _____
Brian Randolph Harris
Manager

By: _____
Alta M. Harris
Manager

BARBER MILL COMPANY, an Idaho
corporation

By:  _____
Larry Williams
President

Attest:

Secretary

ADA COUNTY HIGHWAY DISTRICT

By: _____
Title: President

Attest:

Director

**CERTIFICATE OF HARRIS FAMILY LIMITED PARTNERSHIP
AND BARBER VALLEY DEVELOPMENT, INC.**

The undersigned, Harris Family Limited Partnership (the "Partnership") and Barber Valley Development, Inc. ("Barber Valley Development"), for purposes of the payment application requested identified as Project ID No. GO20-7 (the "Project"), hereby certify as follows:

1. The Partnership was a party to that certain Development Agreement – Parkcenter Boulevard Extension to Warm Springs Avenue, Including the East Parkcenter Bridge, entered into July 29, 2005, as subsequently amended (the "Development Agreement"). Pursuant to the Development Agreement, the Partnership made certain financial contributions and commitments, as well as contributions of real property to allow for wetlands mitigation in association with the development of the East Parkcenter Bridge.
2. The Project was a result of efforts undertaken pursuant to the Development Agreement, which allowed the East Parkcenter Bridge to be constructed and in turn permitted development of property within Harris Ranch Community Infrastructure District No. 1.
3. Neither the Partnership nor Barber Valley Development have received a federal or state charitable income tax deduction associated with the Project or the real property included within the Project.
4. Neither the Partnership nor Barber Valley Development have undertaken vertical development within Harris Ranch subject to impact fees. Accordingly, neither the Partnership nor Barber Valley Development received impact fee credits from the Ada County Highway District ("ACHD") for the value of the real property associated with the Project.
5. Neither the Partnership nor Barber Valley Development received reimbursement at a rate of \$7.00 per square foot from ACHD for the real property that is associated with the Project. The Bridge project at the time was over budget and reimbursement would have put it in further jeopardy.
6. Neither the Partnership nor Barber Valley Development retained the approximately \$1,300,000.00 payment from ACHD identified in Section 5.3 of the Development Agreement, as amended by the First Amendment to Development Agreement dated November 28, 2007, which states: "Payment by ACHD to Harris Family Limited Partnership of such sum shall be made at such times as Harris Family Limited Partnership is required to make payments under the Services Agreement," referring to the agreement required for wetlands development. This agreement was ultimately entered into with The Wetlands Group, Inc. Pursuant to this agreement, the Partnership paid to The Wetlands Group, Inc. \$1,319,334.87, an amount in excess of what was identified in the Development Agreement and actually reimbursed by ACHD to the Partnership.
7. An initial contribution by the Partnership to ACHD of \$3,500,000.00 was provided in order help allow the East Parkcenter Bridge project to get underway. This amount was subsequently reimbursed by ACHD. No additional cash payments related to the Project were received by the Partnership or Barber Valley Development from ACHD.

(The remainder of this page is intentionally left blank.)

**CERTIFICATE OF THE HARRIS FAMILY LIMITED PARTNERSHIP AND
BARBER VALLEY DEVELOPMENT, INC. – Project ID No. GO20-7**

– Page 1

DATED as of the 23 day of September 2021.

HARRIS FAMILY LIMITED PARTNERSHIP

By: Harris Management, LLC

Its: General Partner

By: Felicia Burkhalter
Felicia Burkhalter, Member/Manager

By: Mildred H. Davis
Mildred H. Davis, Member/Manager

By: Brian R. Harris
Brian R. Harris, Member Manager

BARBER VALLEY DEVELOPMENT, INC.

By: Douglas E. Fowler
Douglas E. Fowler, President

**CERTIFICATE OF THE HARRIS FAMILY LIMITED PARTNERSHIP AND
BARBER VALLEY DEVELOPMENT, INC. – Project ID No. GO20-7**

– Page 2