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.
1459 Tyrell Lane, Suite B
Boise, Idaho 83706
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 mass 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 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

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.
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. ahd.id.ada.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:
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 capital 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.
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.

### Ada County Demographic Profile

<table>
<thead>
<tr>
<th>Summary</th>
<th>2000</th>
<th>2007</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td>300,804</td>
<td>370,758</td>
<td>429,133</td>
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<tr>
<td>Households</td>
<td>113,408</td>
<td>142,723</td>
<td>165,806</td>
</tr>
<tr>
<td>Families</td>
<td>77,351</td>
<td>98,055</td>
<td>110,301</td>
</tr>
<tr>
<td>Average Household Size</td>
<td>2.59</td>
<td>2.54</td>
<td>2.63</td>
</tr>
<tr>
<td>Owner Occupied HUs</td>
<td>80,135</td>
<td>103,263</td>
<td>120,347</td>
</tr>
<tr>
<td>Median Age</td>
<td>33,273</td>
<td>39,483</td>
<td>45,808</td>
</tr>
<tr>
<td>Median Household Income</td>
<td>32.8</td>
<td>33.9</td>
<td>34.3</td>
</tr>
</tbody>
</table>

**Trends: 2007-2012 Annual Rate**

<table>
<thead>
<tr>
<th>Population</th>
<th>Area</th>
<th>National</th>
</tr>
</thead>
<tbody>
<tr>
<td>Households</td>
<td>2.92%</td>
<td>1.22%</td>
</tr>
<tr>
<td>Families</td>
<td>3.05%</td>
<td>1.27%</td>
</tr>
<tr>
<td>Owner HUs</td>
<td>2.82%</td>
<td>1.00%</td>
</tr>
<tr>
<td>Median Household Income</td>
<td>3.11%</td>
<td>1.29%</td>
</tr>
</tbody>
</table>

### Boise City Demographic Profile

<table>
<thead>
<tr>
<th>Summary</th>
<th>2000</th>
<th>2007</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td>185,789</td>
<td>203,529</td>
<td>224,190</td>
</tr>
<tr>
<td>Households</td>
<td>74,438</td>
<td>84,370</td>
<td>93,057</td>
</tr>
<tr>
<td>Families</td>
<td>46,493</td>
<td>50,823</td>
<td>55,103</td>
</tr>
<tr>
<td>Average Household Size</td>
<td>2.44</td>
<td>2.38</td>
<td>2.33</td>
</tr>
<tr>
<td>Owner Occupied HUs</td>
<td>47,698</td>
<td>54,542</td>
<td>63,346</td>
</tr>
<tr>
<td>Median Age</td>
<td>28,800</td>
<td>29,828</td>
<td>33,011</td>
</tr>
<tr>
<td>Median Household Income</td>
<td>32.9</td>
<td>34.1</td>
<td>34.7</td>
</tr>
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</table>

**Trends: 2007-2012 Annual Rate**

<table>
<thead>
<tr>
<th>Population</th>
<th>Area</th>
<th>National</th>
</tr>
</thead>
<tbody>
<tr>
<td>Households</td>
<td>1.86%</td>
<td>1.22%</td>
</tr>
<tr>
<td>Families</td>
<td>2.18%</td>
<td>1.27%</td>
</tr>
<tr>
<td>Owner HUs</td>
<td>1.71%</td>
<td>1.00%</td>
</tr>
<tr>
<td>Median Household Income</td>
<td>2.04%</td>
<td>1.29%</td>
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</table>

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Wetlands Conservation Easement, Eckert Road
MS-7822(B)-08
Page No. 8
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.
### Market Profile - Appraisal Version

#### NEIGHBORHOOD DESCRIPTION, Cont'd.

**Eckert**

**Latitude:** 43.565546  
**Longitude:** -116.128974

<table>
<thead>
<tr>
<th>Radius: 1.0 mile</th>
<th>Radius: 3.0 mile</th>
<th>Radius: 5.0 mile</th>
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</thead>
<tbody>
<tr>
<td><strong>1990 Total Population</strong></td>
<td>1,471</td>
<td>13,672</td>
</tr>
<tr>
<td><strong>2000 Total Population</strong></td>
<td>3,716</td>
<td>23,580</td>
</tr>
<tr>
<td><strong>2000 Group Quarters</strong></td>
<td>3</td>
<td>35</td>
</tr>
<tr>
<td><strong>2000 Population Density</strong></td>
<td>44.5</td>
<td>65.1</td>
</tr>
<tr>
<td><strong>2007 Total Population</strong></td>
<td>4,289</td>
<td>25,840</td>
</tr>
<tr>
<td><strong>2007 Population Density</strong></td>
<td>51.1</td>
<td>94.5</td>
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<tr>
<td><strong>2012 Total Population</strong></td>
<td>4,788</td>
<td>28,539</td>
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<tr>
<td><strong>2012 - 2017 Annual Rate</strong></td>
<td>2.32%</td>
<td>2%</td>
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<table>
<thead>
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<th>Radius: 1.0 mile</th>
<th>Radius: 3.0 mile</th>
<th>Radius: 5.0 mile</th>
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</thead>
<tbody>
<tr>
<td><strong>1990 Households</strong></td>
<td>535</td>
<td>5,977</td>
</tr>
<tr>
<td><strong>2000 Households</strong></td>
<td>1,314</td>
<td>9,079</td>
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<td><strong>2007 Households</strong></td>
<td>2,83</td>
<td>2,59</td>
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<td><strong>Average Household Size</strong></td>
<td>2,964</td>
<td>16,363</td>
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<td><strong>2012 Households</strong></td>
<td>2,73</td>
<td>2,49</td>
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<tr>
<td><strong>2012 Average Household Size</strong></td>
<td>1,770</td>
<td>11,557</td>
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<td><strong>2007 - 2012 Annual Rate</strong></td>
<td>2.7</td>
<td>2.47</td>
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<tr>
<td><strong>2000 Families</strong></td>
<td>956</td>
<td>6,822</td>
</tr>
<tr>
<td><strong>2007 Families</strong></td>
<td>3,28</td>
<td>3,09</td>
</tr>
<tr>
<td><strong>2007 Average Family Size</strong></td>
<td>1,196</td>
<td>6,915</td>
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<td><strong>2012 Families</strong></td>
<td>3.2</td>
<td>3.67</td>
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<td><strong>2012 Average Family Size</strong></td>
<td>1,226</td>
<td>7,530</td>
</tr>
<tr>
<td><strong>2007 - 2012 Annual Rate</strong></td>
<td>3.8</td>
<td>2.59</td>
</tr>
<tr>
<td><strong>2012 Housing Units</strong></td>
<td>2,06%</td>
<td>1.72%</td>
</tr>
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<td><strong>Owner Occupied Housing Units</strong></td>
<td>1,417</td>
<td>9,557</td>
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<tr>
<td><strong>Renter Occupied Housing Units</strong></td>
<td>16.4%</td>
<td>22.6%</td>
</tr>
<tr>
<td><strong>Vacant Housing Units</strong></td>
<td>5.5%</td>
<td>5.0%</td>
</tr>
<tr>
<td><strong>2007 Housing Units</strong></td>
<td>1,704</td>
<td>10,985</td>
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<tr>
<td><strong>Owner Occupied Housing Units</strong></td>
<td>75.9%</td>
<td>72.1%</td>
</tr>
<tr>
<td><strong>Renter Occupied Housing Units</strong></td>
<td>15.9%</td>
<td>22.2%</td>
</tr>
<tr>
<td><strong>Vacant Housing Units</strong></td>
<td>8.2%</td>
<td>5.7%</td>
</tr>
<tr>
<td><strong>2012 Housing Units</strong></td>
<td>1,911</td>
<td>12,180</td>
</tr>
<tr>
<td><strong>Owner Occupied Housing Units</strong></td>
<td>76.3%</td>
<td>72.3%</td>
</tr>
<tr>
<td><strong>Renter Occupied Housing Units</strong></td>
<td>16.3%</td>
<td>22.9%</td>
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**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. Details may not sum to totals due to rounding.

### NEIGHBORHOOD DESCRIPTION, Cont'd.

#### Market Profile - Appraisal Version

**Eckert**  
Latitude: 43.565048  
Longitude: -116.120874

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<th>2000 Households by Income</th>
<th>2007 Households by Income</th>
<th>2012 Households by Income</th>
<th>2009 Owner Occupied HUs by Value</th>
<th>2009 Specified Renter Occupied HUs by Contract Rent</th>
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Data Note: Income represents the previous year expressed in current dollars. Household income includes wage and salary earnings, interest, dividends, net rents, cash rent, pensions, SSI and welfare payments, child support and alimony. Specified Renter Occupied HUs exclude houses on 10+ acres. Average rent excludes units paying no rent.


©Mountain States Appraisal and Consulting, Inc.
### Market Profile - Appraisal Version

#### 2000 Population by Age

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#### 2007 Population by Age

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<tr>
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<td>73.9%</td>
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#### 2000 Population by Sex

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#### 2007 Population by Sex

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<th>Females</th>
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</tr>
<tr>
<td>49.7%</td>
<td>50.3%</td>
<td>50%</td>
</tr>
</tbody>
</table>

#### 2012 Population by Sex

<table>
<thead>
<tr>
<th>Males</th>
<th>Females</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>50.0%</td>
<td>50.0%</td>
<td>50%</td>
</tr>
<tr>
<td>49.3%</td>
<td>50.7%</td>
<td>50.1%</td>
</tr>
</tbody>
</table>


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### Market Profile - Appraisal Version

**NEIGHBORHOOD DESCRIPTION, Cont'd.**

Eckert

Latitude: 43.565016
Longitude: -116.126224

<table>
<thead>
<tr>
<th>2000 Population 16+ by Sex and Marital Status</th>
<th>Radius: 1.0 mile</th>
<th>Radius: 2.0 mile</th>
<th>Radius: 5.0 mile</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>2,734</td>
<td>17,957</td>
<td>42,562</td>
</tr>
<tr>
<td>Females</td>
<td>50.3%</td>
<td>51.0%</td>
<td>50.0%</td>
</tr>
<tr>
<td>Never Married</td>
<td>9.3%</td>
<td>10.1%</td>
<td>13.3%</td>
</tr>
<tr>
<td>Married, not Separated</td>
<td>32.0%</td>
<td>30.1%</td>
<td>25.1%</td>
</tr>
<tr>
<td>Widowed</td>
<td>0.1%</td>
<td>0.3%</td>
<td>0.6%</td>
</tr>
<tr>
<td>Divorced</td>
<td>2.4%</td>
<td>2.8%</td>
<td>3.2%</td>
</tr>
<tr>
<td><strong>Males</strong></td>
<td>49.7%</td>
<td>49.0%</td>
<td>45.2%</td>
</tr>
<tr>
<td>Never Married</td>
<td>11.1%</td>
<td>12.9%</td>
<td>17.2%</td>
</tr>
<tr>
<td>Married, not Separated</td>
<td>32.3%</td>
<td>29.5%</td>
<td>24.7%</td>
</tr>
<tr>
<td>Widowed</td>
<td>0.3%</td>
<td>0.3%</td>
<td>0.4%</td>
</tr>
<tr>
<td>Divorced</td>
<td>4.5%</td>
<td>5.0%</td>
<td>5.5%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2000 Population 16+ by Employment Status Total</th>
<th>Radius: 1.0 mile</th>
<th>Radius: 2.0 mile</th>
<th>Radius: 5.0 mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Labor Force</td>
<td>2,679</td>
<td>17,562</td>
<td>41,819</td>
</tr>
<tr>
<td>Civilian Employed</td>
<td>77.8%</td>
<td>76.7%</td>
<td>75.5%</td>
</tr>
<tr>
<td>Civilian Unemployed</td>
<td>73.0%</td>
<td>72.5%</td>
<td>71.5%</td>
</tr>
<tr>
<td>In Armed Forces</td>
<td>3.1%</td>
<td>3.0%</td>
<td>3.4%</td>
</tr>
<tr>
<td>Not In Labor Force</td>
<td>16.8%</td>
<td>12.2%</td>
<td>0.7%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2007 Civilian Population 16+ in Labor Force</th>
<th>Total: 2,679</th>
<th>Radius: 1.0 mile</th>
<th>Radius: 2.0 mile</th>
<th>Radius: 5.0 mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civilian Employed</td>
<td>97.2%</td>
<td>97.2%</td>
<td>97.0%</td>
<td></td>
</tr>
<tr>
<td>Civilian Unemployed</td>
<td>2.8%</td>
<td>2.8%</td>
<td>3.0%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2012 Civilian Population 16+ in Labor Force</th>
<th>Total: 2,679</th>
<th>Radius: 1.0 mile</th>
<th>Radius: 2.0 mile</th>
<th>Radius: 5.0 mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civilian Employed</td>
<td>97.4%</td>
<td>97.4%</td>
<td>97.1%</td>
<td></td>
</tr>
<tr>
<td>Civilian Unemployed</td>
<td>2.6%</td>
<td>2.6%</td>
<td>2.9%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2000 Females 16+ by Employment Status and Age of Children Total</th>
<th>Radius: 1.0 mile</th>
<th>Radius: 2.0 mile</th>
<th>Radius: 5.0 mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Own Children &lt; 6 Only</td>
<td>1,353</td>
<td>8,998</td>
<td>21,289</td>
</tr>
<tr>
<td>Employed in Armed Forces</td>
<td>11.3%</td>
<td>9.0%</td>
<td>9.1%</td>
</tr>
<tr>
<td>Unemployed</td>
<td>6.8%</td>
<td>5.8%</td>
<td>5.4%</td>
</tr>
<tr>
<td>Not in Labor Force</td>
<td>0.4%</td>
<td>0.3%</td>
<td>0.5%</td>
</tr>
<tr>
<td>Own Children &lt; 6 and 6-17 Only</td>
<td>4.4%</td>
<td>3.7%</td>
<td>3.3%</td>
</tr>
<tr>
<td>Employed in Armed Forces</td>
<td>8.9%</td>
<td>7.3%</td>
<td>5.3%</td>
</tr>
<tr>
<td>Unemployed</td>
<td>6.1%</td>
<td>4.7%</td>
<td>3.7%</td>
</tr>
<tr>
<td>Not in Labor Force</td>
<td>0.0%</td>
<td>0.1%</td>
<td>0.0%</td>
</tr>
<tr>
<td>Own Children 6-17 Only</td>
<td>2.7%</td>
<td>2.6%</td>
<td>1.6%</td>
</tr>
<tr>
<td>Employed in Armed Forces</td>
<td>22.2%</td>
<td>22.5%</td>
<td>17.5%</td>
</tr>
<tr>
<td>Unemployed</td>
<td>17.1%</td>
<td>17.3%</td>
<td>13.2%</td>
</tr>
<tr>
<td>Not in Labor Force</td>
<td>0.2%</td>
<td>0.4%</td>
<td>0.4%</td>
</tr>
<tr>
<td>No Own Children &lt; 18</td>
<td>4.9%</td>
<td>4.8%</td>
<td>3.9%</td>
</tr>
<tr>
<td>Employed in Armed Forces</td>
<td>57.9%</td>
<td>60.3%</td>
<td>68.0%</td>
</tr>
<tr>
<td>Unemployed</td>
<td>37.3%</td>
<td>38.3%</td>
<td>43.7%</td>
</tr>
<tr>
<td>Not in Labor Force</td>
<td>1.7%</td>
<td>1.5%</td>
<td>1.8%</td>
</tr>
</tbody>
</table>

### Market Profile - Appraisal Version

#### 2007 Employed Population 16+ by Industry

<table>
<thead>
<tr>
<th>Industry</th>
<th>1.0 mile</th>
<th>3.0 mile</th>
<th>5.0 mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture/Mining</td>
<td>2.292</td>
<td>14.262</td>
<td>32.631</td>
</tr>
<tr>
<td>Construction</td>
<td>1.0%</td>
<td>0.9%</td>
<td>1.0%</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>6.38%</td>
<td>6.1%</td>
<td>6.4%</td>
</tr>
<tr>
<td>Wholesale Trade</td>
<td>16.1%</td>
<td>14.1%</td>
<td>11.5%</td>
</tr>
<tr>
<td>Retail Trade</td>
<td>3.5%</td>
<td>3.4%</td>
<td>3.1%</td>
</tr>
<tr>
<td>Transportation/Utilities</td>
<td>11.3%</td>
<td>11.0%</td>
<td>11.7%</td>
</tr>
<tr>
<td>Information</td>
<td>4.2%</td>
<td>3.7%</td>
<td>3.8%</td>
</tr>
<tr>
<td>Finance/Insurance/Real Estate</td>
<td>1.7%</td>
<td>1.5%</td>
<td>2.0%</td>
</tr>
<tr>
<td>Services</td>
<td>10.3%</td>
<td>10.2%</td>
<td>9.0%</td>
</tr>
<tr>
<td>Public Administration</td>
<td>30.4%</td>
<td>41.1%</td>
<td>44.9%</td>
</tr>
<tr>
<td>Total</td>
<td>7.2%</td>
<td>7.6%</td>
<td>6.6%</td>
</tr>
</tbody>
</table>

#### 2007 Employed Population 16+ by Occupation

<table>
<thead>
<tr>
<th>Occupation</th>
<th>1.0 mile</th>
<th>3.0 mile</th>
<th>5.0 mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>White Collar</td>
<td>2,291</td>
<td>14,253</td>
<td>32,631</td>
</tr>
<tr>
<td>Management/Business/Financial</td>
<td>75.3%</td>
<td>76.0%</td>
<td>79.3%</td>
</tr>
<tr>
<td>Professional</td>
<td>22.4%</td>
<td>22.0%</td>
<td>16.7%</td>
</tr>
<tr>
<td>Sales</td>
<td>25.8%</td>
<td>26.3%</td>
<td>26.3%</td>
</tr>
<tr>
<td>Administrative Support</td>
<td>11.4%</td>
<td>11.9%</td>
<td>11.5%</td>
</tr>
<tr>
<td>Services</td>
<td>12.7%</td>
<td>13.9%</td>
<td>15.8%</td>
</tr>
<tr>
<td>Blue Collar</td>
<td>10.7%</td>
<td>11.6%</td>
<td>15.0%</td>
</tr>
<tr>
<td>Farming/Forestry/Fishing</td>
<td>14.1%</td>
<td>12.3%</td>
<td>14.7%</td>
</tr>
<tr>
<td>Construction/Extraction</td>
<td>0.2%</td>
<td>0.2%</td>
<td>0.4%</td>
</tr>
<tr>
<td>Installation/Maintenance/Repair</td>
<td>3.7%</td>
<td>3.2%</td>
<td>4.2%</td>
</tr>
<tr>
<td>Production</td>
<td>2.5%</td>
<td>2.5%</td>
<td>2.4%</td>
</tr>
<tr>
<td>Transportation/Material Moving</td>
<td>4.4%</td>
<td>3.7%</td>
<td>4.2%</td>
</tr>
<tr>
<td>Public Administration</td>
<td>5.2%</td>
<td>2.6%</td>
<td>3.6%</td>
</tr>
<tr>
<td>Total</td>
<td>7.2%</td>
<td>7.6%</td>
<td>6.6%</td>
</tr>
</tbody>
</table>

#### 2000 Workers 16+ by Means of Transportation to Work

<table>
<thead>
<tr>
<th>Means</th>
<th>1.0 mile</th>
<th>3.0 mile</th>
<th>5.0 mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drive Alone - Car, Truck, or Van</td>
<td>1,979</td>
<td>12,812</td>
<td>29,842</td>
</tr>
<tr>
<td>Carpool - Car, Truck, or Van</td>
<td>83.3%</td>
<td>84.1%</td>
<td>80.2%</td>
</tr>
<tr>
<td>Public Transportation</td>
<td>8.5%</td>
<td>8.6%</td>
<td>9.6%</td>
</tr>
<tr>
<td>Walked</td>
<td>8.5%</td>
<td>8.6%</td>
<td>1.3%</td>
</tr>
<tr>
<td>Other Means</td>
<td>0.6%</td>
<td>1.0%</td>
<td>2.7%</td>
</tr>
<tr>
<td>Worked at Home</td>
<td>1.5%</td>
<td>1.4%</td>
<td>2.5%</td>
</tr>
<tr>
<td>Total</td>
<td>4.1%</td>
<td>4.1%</td>
<td>3.7%</td>
</tr>
</tbody>
</table>

#### 2000 Workers 16+ by Travel Time to Work

<table>
<thead>
<tr>
<th>Travel Time to Work</th>
<th>1.0 mile</th>
<th>3.0 mile</th>
<th>5.0 mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Did Not Work at Home</td>
<td>1,980</td>
<td>12,811</td>
<td>29,842</td>
</tr>
<tr>
<td>Less than 5 minutes</td>
<td>95.9%</td>
<td>95.9%</td>
<td>96.3%</td>
</tr>
<tr>
<td>5 to 9 minutes</td>
<td>2.6%</td>
<td>2.6%</td>
<td>3.2%</td>
</tr>
<tr>
<td>10 to 19 minutes</td>
<td>12.3%</td>
<td>12.4%</td>
<td>12.5%</td>
</tr>
<tr>
<td>20 to 24 minutes</td>
<td>44.7%</td>
<td>49.4%</td>
<td>48.5%</td>
</tr>
<tr>
<td>25 to 34 minutes</td>
<td>16.8%</td>
<td>15.9%</td>
<td>15.3%</td>
</tr>
<tr>
<td>35 to 44 minutes</td>
<td>12.7%</td>
<td>9.5%</td>
<td>10.0%</td>
</tr>
<tr>
<td>45 to 59 minutes</td>
<td>2.0%</td>
<td>1.6%</td>
<td>1.3%</td>
</tr>
<tr>
<td>60 to 89 minutes</td>
<td>2.3%</td>
<td>1.9%</td>
<td>1.6%</td>
</tr>
<tr>
<td>90 or more minutes</td>
<td>1.2%</td>
<td>1.0%</td>
<td>1.4%</td>
</tr>
<tr>
<td>Worked at Home</td>
<td>1.6%</td>
<td>1.1%</td>
<td>1.2%</td>
</tr>
<tr>
<td>Average Travel Time to Work (in min)</td>
<td>4.1%</td>
<td>4.1%</td>
<td>3.7%</td>
</tr>
<tr>
<td>Total</td>
<td>12.1</td>
<td>17.6</td>
<td>17.5</td>
</tr>
</tbody>
</table>

#### 2000 Households by Vehicles Available

<table>
<thead>
<tr>
<th>Vehicles Available</th>
<th>1.0 mile</th>
<th>3.0 mile</th>
<th>5.0 mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>1,314</td>
<td>9,075</td>
<td>21,350</td>
</tr>
<tr>
<td>1</td>
<td>3.5%</td>
<td>3.5%</td>
<td>5.3%</td>
</tr>
<tr>
<td>2</td>
<td>24.0%</td>
<td>28.4%</td>
<td>34.5%</td>
</tr>
<tr>
<td>3</td>
<td>50.8%</td>
<td>47.1%</td>
<td>41.7%</td>
</tr>
<tr>
<td>4</td>
<td>16.1%</td>
<td>15.8%</td>
<td>13.9%</td>
</tr>
<tr>
<td>5+</td>
<td>4.6%</td>
<td>4.3%</td>
<td>3.7%</td>
</tr>
<tr>
<td>Average Number of Vehicles Available</td>
<td>1.0%</td>
<td>0.8%</td>
<td>1.0%</td>
</tr>
</tbody>
</table>

### NEIGHBORHOOD DESCRIPTION, Cont'd.

**Market Profile - Appraisal Version**

**Eckert**
- Latitude: 43.565646
- Longitude: -116.129974

#### 2000 Households by Type

<table>
<thead>
<tr>
<th>Type</th>
<th>Radius: 1.6 mile</th>
<th>Radius: 3.0 mile</th>
<th>Radius: 5.0 mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>1,314</td>
<td>9,078</td>
<td>21,951</td>
</tr>
<tr>
<td>Family Households</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Married-couple Family</td>
<td>73.4%</td>
<td>69.6%</td>
<td>60.2%</td>
</tr>
<tr>
<td>With Related Children</td>
<td>63.5%</td>
<td>58.1%</td>
<td>47.0%</td>
</tr>
<tr>
<td>Other Family (No Spouse)</td>
<td>35.5%</td>
<td>31.0%</td>
<td>23.3%</td>
</tr>
<tr>
<td>With Related Children</td>
<td>10.0%</td>
<td>11.5%</td>
<td>13.2%</td>
</tr>
<tr>
<td>Nonfamily Households</td>
<td>7.5%</td>
<td>8.6%</td>
<td>9.7%</td>
</tr>
<tr>
<td>Householder Living Alone</td>
<td>30.6%</td>
<td>30.4%</td>
<td>39.6%</td>
</tr>
<tr>
<td>Householder Not Living Alone</td>
<td>18.5%</td>
<td>23.1%</td>
<td>26.6%</td>
</tr>
<tr>
<td>Total Households with Related Children</td>
<td>7.1%</td>
<td>7.3%</td>
<td>11.2%</td>
</tr>
<tr>
<td>Households with Related Children</td>
<td>43.1%</td>
<td>40.6%</td>
<td>32.6%</td>
</tr>
<tr>
<td>Households with Persons 65+</td>
<td>13.2%</td>
<td>12.5%</td>
<td>14.6%</td>
</tr>
</tbody>
</table>

#### 2000 Households by Size

<table>
<thead>
<tr>
<th>Size</th>
<th>Radius: 1.6 mile</th>
<th>Radius: 3.0 mile</th>
<th>Radius: 5.0 mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>1,314</td>
<td>9,079</td>
<td>21,952</td>
</tr>
<tr>
<td>1 Person Household</td>
<td>1314</td>
<td>9,079</td>
<td>21,952</td>
</tr>
<tr>
<td>2 Person Household</td>
<td>19.5%</td>
<td>23.1%</td>
<td>28.6%</td>
</tr>
<tr>
<td>3 Person Household</td>
<td>33.9%</td>
<td>33.6%</td>
<td>35.2%</td>
</tr>
<tr>
<td>4 Person Household</td>
<td>17.7%</td>
<td>17.0%</td>
<td>18.0%</td>
</tr>
<tr>
<td>5 Person Household</td>
<td>18.6%</td>
<td>17.0%</td>
<td>13.0%</td>
</tr>
<tr>
<td>6 Person Household</td>
<td>7.1%</td>
<td>6.3%</td>
<td>4.9%</td>
</tr>
<tr>
<td>7+ Person Household</td>
<td>2.1%</td>
<td>1.7%</td>
<td>1.4%</td>
</tr>
<tr>
<td>Total</td>
<td>0.9%</td>
<td>0.6%</td>
<td>0.5%</td>
</tr>
</tbody>
</table>

#### 2000 Households by Year Householder Moved In

<table>
<thead>
<tr>
<th>Year</th>
<th>Radius: 1.6 mile</th>
<th>Radius: 3.0 mile</th>
<th>Radius: 5.0 mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>1,314</td>
<td>9,074</td>
<td>21,950</td>
</tr>
<tr>
<td>Moved in 1999 to March 2000</td>
<td>26.1%</td>
<td>24.6%</td>
<td>29.2%</td>
</tr>
<tr>
<td>Moved in 1995 to 1998</td>
<td>22.9%</td>
<td>38.8%</td>
<td>33.7%</td>
</tr>
<tr>
<td>Moved in 1990 to 1994</td>
<td>18.7%</td>
<td>19.7%</td>
<td>15.0%</td>
</tr>
<tr>
<td>Moved in 1980 to 1989</td>
<td>8.1%</td>
<td>12.1%</td>
<td>11.4%</td>
</tr>
<tr>
<td>Moved in 1970 to 1979</td>
<td>3.9%</td>
<td>3.5%</td>
<td>5.5%</td>
</tr>
<tr>
<td>Moved in 1969 or Earlier</td>
<td>0.5%</td>
<td>1.3%</td>
<td>4.5%</td>
</tr>
<tr>
<td>Median Year Householder Moved In</td>
<td>1997</td>
<td>1996</td>
<td>1997</td>
</tr>
</tbody>
</table>

#### 2000 Housing Units by Units in Structure

<table>
<thead>
<tr>
<th>Structure</th>
<th>1.6 mile</th>
<th>3.0 mile</th>
<th>5.0 mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>1,405</td>
<td>9,553</td>
<td>23,106</td>
</tr>
<tr>
<td>Detached</td>
<td>71.3%</td>
<td>69.6%</td>
<td>69.7%</td>
</tr>
<tr>
<td>Attached</td>
<td>4.7%</td>
<td>7.6%</td>
<td>7.5%</td>
</tr>
<tr>
<td>2</td>
<td>1.1%</td>
<td>1.7%</td>
<td>5.1%</td>
</tr>
<tr>
<td>3 or 4</td>
<td>2.1%</td>
<td>3.3%</td>
<td>4.6%</td>
</tr>
<tr>
<td>5 or 9</td>
<td>3.4%</td>
<td>4.6%</td>
<td>4.6%</td>
</tr>
<tr>
<td>10 to 19</td>
<td>3.3%</td>
<td>4.2%</td>
<td>4.9%</td>
</tr>
<tr>
<td>20+</td>
<td>11.0%</td>
<td>5.0%</td>
<td>6.1%</td>
</tr>
<tr>
<td>Mobile Home</td>
<td>0.2%</td>
<td>0.1%</td>
<td>0.2%</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 2000 Housing Units by Year Structure Built

<table>
<thead>
<tr>
<th>Year</th>
<th>1.6 mile</th>
<th>3.0 mile</th>
<th>5.0 mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>1,417</td>
<td>9,534</td>
<td>23,079</td>
</tr>
<tr>
<td>1999 to March 2000</td>
<td>8.6%</td>
<td>4.6%</td>
<td>2.7%</td>
</tr>
<tr>
<td>1995 to 1998</td>
<td>22.1%</td>
<td>18.3%</td>
<td>11.9%</td>
</tr>
<tr>
<td>1990 to 1994</td>
<td>26.0%</td>
<td>24.7%</td>
<td>15.2%</td>
</tr>
<tr>
<td>1985 to 1989</td>
<td>16.6%</td>
<td>24.3%</td>
<td>16.6%</td>
</tr>
<tr>
<td>1980 to 1984</td>
<td>13.9%</td>
<td>21.7%</td>
<td>10.1%</td>
</tr>
<tr>
<td>1975 to 1979</td>
<td>3.7%</td>
<td>6.3%</td>
<td>33.3%</td>
</tr>
<tr>
<td>1970 or Earlier</td>
<td>1953</td>
<td>1989</td>
<td>1979</td>
</tr>
</tbody>
</table>

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

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Wetlands Conservation Easement, Eckert Road
MS-78222(B)-08
Page No. 15
**NEIGHBORHOOD DESCRIPTION, Cont'd.**

**Market Profile - Appraisal Version**

**Eckert**

Latitude: 43.885046  
Longitude: -116.128074

<table>
<thead>
<tr>
<th>Radius: 1.0 mile</th>
<th>Radius: 3.0 mile</th>
<th>Radius: 5.0 mile</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2000 Population 3+ by School Enrollment</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>3,513</td>
<td>22,437</td>
</tr>
<tr>
<td>Enrolled in Nursery/Preschool</td>
<td>2.1%</td>
<td>1.8%</td>
</tr>
<tr>
<td>Enrolled in Kindergarten</td>
<td>1.9%</td>
<td>1.5%</td>
</tr>
<tr>
<td>Enrolled in Grade 1-8</td>
<td>15.1%</td>
<td>14.1%</td>
</tr>
<tr>
<td>Enrolled in Grade 9-12</td>
<td>5.5%</td>
<td>6.7%</td>
</tr>
<tr>
<td>Enrolled in College</td>
<td>4.3%</td>
<td>5.0%</td>
</tr>
<tr>
<td>Enrolled in Grad/Prof School</td>
<td>1.4%</td>
<td>1.5%</td>
</tr>
<tr>
<td>Not Enrolled in School</td>
<td>69.8%</td>
<td>69.2%</td>
</tr>
</tbody>
</table>

| **2000 Population 25+ by Educational Attainment** |
| Total | 2,325 | 14,917 | 32,909 |
| Less than 9th Grade | 1.1% | 0.9% | 1.6% |
| High School Graduate | 2.8% | 3.1% | 5.5% |
| Some College, No Degree | 15.8% | 14.5% | 17.6% |
| Associate Degree | 28.1% | 27.8% | 29.4% |
| Bachelor’s Degree | 7.7% | 6.5% | 6.2% |
| Master’s/Prof/Doctorate Degree | 31.8% | 32.3% | 29.9% |

### NEIGHBORHOOD DESCRIPTION, Cont'd.

#### Market Profile - Appraisal Version

- **Radius: 1.0 mile**
- **Radius: 3.0 mile**
- **Radius: 5.0 mile**

#### Top 3 Tapestry Segments

<table>
<thead>
<tr>
<th>In Style</th>
<th>Up and Coming Families</th>
<th>In Style</th>
<th>Up and Coming Families</th>
<th>In Style</th>
<th>Up and Coming Families</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Style</td>
<td>Exurbsites</td>
<td>In Style</td>
<td>West End</td>
<td>Exurbsites</td>
<td>West End</td>
</tr>
</tbody>
</table>

#### 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.

<table>
<thead>
<tr>
<th>Category</th>
<th>1.0 mile</th>
<th>3.0 mile</th>
<th>5.0 mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apparel &amp; Services: Total $</td>
<td>$5,509,495</td>
<td>$35,892,650</td>
<td>$68,639,118</td>
</tr>
<tr>
<td>Spending Potential Index</td>
<td>$3,222.70</td>
<td>$3,463.56</td>
<td>$6,790.09</td>
</tr>
<tr>
<td>Computers &amp; Accessories: Total $</td>
<td>$755,861</td>
<td>$3,721,663</td>
<td>$7,237,485</td>
</tr>
<tr>
<td>Average Spend</td>
<td>$368.21</td>
<td>$359.13</td>
<td>$294.19</td>
</tr>
<tr>
<td>Spending Potential Index</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Education: Total $</td>
<td>$2,813,006</td>
<td>$16,412,833</td>
<td>$40,167,590</td>
</tr>
<tr>
<td>Average Spend</td>
<td>$1,796.60</td>
<td>$11,776.79</td>
<td>$1,632.76</td>
</tr>
<tr>
<td>Spending Potential Index</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entertainment/Recreation: Total $</td>
<td>$7,792,201</td>
<td>$46,675,362</td>
<td>$91,846,012</td>
</tr>
<tr>
<td>Average Spend</td>
<td>$4,982.23</td>
<td>$4,793.53</td>
<td>$3,733.43</td>
</tr>
<tr>
<td>Spending Potential Index</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food at Home: Total $</td>
<td>$10,636,840</td>
<td>$68,407,198</td>
<td>$133,534,891</td>
</tr>
<tr>
<td>Average Spend</td>
<td>$6,802.33</td>
<td>$6,697.60</td>
<td>$10,428.03</td>
</tr>
<tr>
<td>Spending Potential Index</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food Away from Home: Total $</td>
<td>$7,436,982</td>
<td>$48,400,636</td>
<td>$93,465,363</td>
</tr>
<tr>
<td>Average Spend</td>
<td>$6,755.05</td>
<td>$4,870.52</td>
<td>$3,795.25</td>
</tr>
<tr>
<td>Spending Potential Index</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health Care: Total $</td>
<td>$8,181,856</td>
<td>$52,089,563</td>
<td>$98,174,107</td>
</tr>
<tr>
<td>Average Spend</td>
<td>$5,212.19</td>
<td>$5,028.53</td>
<td>$3,990.66</td>
</tr>
<tr>
<td>Spending Potential Index</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H-F Furnishings &amp; Equipment: Total $</td>
<td>$9,128,656</td>
<td>$52,627,285</td>
<td>$91,317,376</td>
</tr>
<tr>
<td>Average Spend</td>
<td>$5,279.20</td>
<td>$3,138.79</td>
<td>$2,403.86</td>
</tr>
<tr>
<td>Spending Potential Index</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investments: Total $</td>
<td>$3,642,000</td>
<td>$22,633,368</td>
<td>$40,305,273</td>
</tr>
<tr>
<td>Average Spend</td>
<td>$2,108.64</td>
<td>$2,184.06</td>
<td>$1,630.58</td>
</tr>
<tr>
<td>Spending Potential index</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retail Goods: Total $</td>
<td>$57,476,594</td>
<td>$369,794,237</td>
<td>$686,014,186</td>
</tr>
<tr>
<td>Average Spend</td>
<td>$36,749.74</td>
<td>$25,583.13</td>
<td>$229,229.11</td>
</tr>
<tr>
<td>Spending Potential Index</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shelter: Total $</td>
<td>$34,613,546</td>
<td>$223,282,824</td>
<td>$414,056,411</td>
</tr>
<tr>
<td>Average Spend</td>
<td>$22,731.42</td>
<td>$21,543.96</td>
<td>$16,830.80</td>
</tr>
<tr>
<td>Spending Potential Index</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TV/Video/Sound Equipment: Total $</td>
<td>$2,532,237</td>
<td>$16,478,505</td>
<td>$31,951,285</td>
</tr>
<tr>
<td>Average Spend</td>
<td>$1,619.08</td>
<td>$1,590.13</td>
<td>$1,229.19</td>
</tr>
<tr>
<td>Spending Potential Index</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel: Total $</td>
<td>$4,283,078</td>
<td>$27,135,780</td>
<td>$42,674,853</td>
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<tr>
<td>Average Spend</td>
<td>$2,738.54</td>
<td>$2,618.52</td>
<td>$2,027.35</td>
</tr>
<tr>
<td>Spending Potential Index</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Maintenance &amp; Repairs: Total $</td>
<td>$2,393,661</td>
<td>$16,420,419</td>
<td>$29,080,045</td>
</tr>
<tr>
<td>Average Spend</td>
<td>$1,540.47</td>
<td>$1,486.03</td>
<td>$1,182.43</td>
</tr>
<tr>
<td>Spending Potential Index</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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.
### Tax Summary

#### Public Fee-Paid

#### Change Summary

<table>
<thead>
<tr>
<th>Year</th>
<th>Assessment Roll</th>
<th>Date Due</th>
<th>Total Payments</th>
<th>Tax Charge</th>
<th>Tax Payment</th>
<th>Tax Adjustment</th>
<th>Cost Charge</th>
<th>Cost Payment</th>
<th>Cost Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>Primary</td>
<td>12/20/2006</td>
<td>-1202.40</td>
<td>1202.40</td>
<td>-1202.40</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

#### Instrument B

<table>
<thead>
<tr>
<th>Parcel B</th>
<th>Branson</th>
<th>Action Type</th>
<th>Action Code</th>
<th>Transaction Date</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>10501225</td>
<td>ALLIANCE TITLE &amp; ESCR</td>
<td>ANNUAL</td>
<td>0</td>
<td>1/27/2003</td>
<td>1/27/2003</td>
</tr>
<tr>
<td>10501226</td>
<td>ALLIANCE TITLE &amp; ESCR</td>
<td>ANNUAL</td>
<td>0</td>
<td>1/27/2003</td>
<td>1/27/2003</td>
</tr>
<tr>
<td>10501227</td>
<td>ALLIANCE TITLE &amp; ESCR</td>
<td>ANNUAL</td>
<td>0</td>
<td>1/27/2003</td>
<td>1/27/2003</td>
</tr>
</tbody>
</table>

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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 site has been completed, 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, 3250 E. Mill Station Rd., Suite 111A, Boise, ID 83706

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Wetlands Conservation Easement, Eckert Road
MS-7822(B)-08
Page No. 30
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.

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 $151,653 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.
THE SALES COMPARISON APPROACH, Cont'd.

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.
<table>
<thead>
<tr>
<th>SUBJECT</th>
<th>1 Waterfront District</th>
<th>2 Ulmer Lane off</th>
<th>3 ParkCenter</th>
<th>4 Riverside Drive</th>
<th>5 Lonesome Dove</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPERTY</td>
<td>Boise</td>
<td>State Street</td>
<td>Ulmer</td>
<td>Eagle</td>
<td>Eagle</td>
</tr>
<tr>
<td>NAME:</td>
<td>Harris Family Limited Partnership</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SALES PRICE</td>
<td>N/A</td>
<td>$2,668,050</td>
<td>$1,850,000</td>
<td>$5,750,000</td>
<td>$12,118,620</td>
</tr>
<tr>
<td>ESTIMATED IMPROVEMENT VALUE</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>LAND RESIDUAL</td>
<td>N/A</td>
<td>$2,668,050</td>
<td>$1,850,000</td>
<td>$5,750,000</td>
<td>$12,118,620</td>
</tr>
<tr>
<td>PRICE PER ACRE</td>
<td>N/A</td>
<td>$151,853</td>
<td>$100,654</td>
<td>$500,000</td>
<td>$238,929</td>
</tr>
<tr>
<td>TERMS OF SALE</td>
<td>Assume Cash</td>
<td>Cash</td>
<td>Cash</td>
<td>Cash</td>
<td>Cash</td>
</tr>
<tr>
<td>PROPERTY RIGHTS CONVEYED</td>
<td>Fee Simple</td>
<td>Fee Simple</td>
<td>Fee Simple</td>
<td>Fee Simple</td>
<td>Fee Simple</td>
</tr>
<tr>
<td>PHYSICAL CHARACTERISTICS: LAND TYPE</td>
<td>Riparian Development</td>
<td>Riparian Development</td>
<td>Riparian Development</td>
<td>Riparian Development</td>
<td>Riparian Development</td>
</tr>
<tr>
<td>TOPOGRAPHY</td>
<td>Mostly level</td>
<td>Mostly level</td>
<td>Mostly level</td>
<td>Mostly level</td>
<td>Mostly level</td>
</tr>
<tr>
<td>PHYSICAL CHARACTERISTICS</td>
<td>Irregular shaped</td>
<td>Irregular shaped</td>
<td>Rectangular</td>
<td>Irregular shaped</td>
<td>Rectangular</td>
</tr>
<tr>
<td>WATER AMENITY</td>
<td>Boise River</td>
<td>Boise River</td>
<td>Boise River</td>
<td>Malad Creek</td>
<td>Boise River</td>
</tr>
<tr>
<td>OTHER ACCESS</td>
<td>Planned PUD</td>
<td>Planned PUD</td>
<td>Planned PUD</td>
<td>Planned PUD</td>
<td>Planned PUD</td>
</tr>
<tr>
<td>SITE SIZE IN ACRES</td>
<td>Eckert/Warm Springs</td>
<td>E. 39th St.</td>
<td>Ulmer</td>
<td>ParkCenter</td>
<td>Hwy 44 &amp; Riverside</td>
</tr>
<tr>
<td>ZONING/DENSITY</td>
<td>86.248</td>
<td>17.57</td>
<td>18.40</td>
<td>11.50</td>
<td>47.35</td>
</tr>
<tr>
<td>ADJUSTMENT FOR TERMS/</td>
<td>123.20%</td>
<td>141.70%</td>
<td>106.20%</td>
<td>109.00%</td>
<td>116.10%</td>
</tr>
<tr>
<td>ADJUSTED PRICE-LAND ONLY/ACRE</td>
<td>$7,297,938</td>
<td>$2,621,450</td>
<td>$6,106,500</td>
<td>$13,306,245</td>
<td>$8,350,390</td>
</tr>
<tr>
<td>ADJUSTMENTS</td>
<td>Location</td>
<td>Other</td>
<td>Total Adjustments</td>
<td>Indicated Value/ Acre</td>
<td></td>
</tr>
<tr>
<td>PHYSICAL CHARACTERISTICS</td>
<td>Physical Characteristics</td>
<td>Other</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>LOCATION</td>
<td>100.00%</td>
<td>120.00%</td>
<td>80.00%</td>
<td>80.00%</td>
<td>80.00%</td>
</tr>
<tr>
<td>OTHER</td>
<td>100.00%</td>
<td>115.00%</td>
<td>30.00%</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>TOTAL ADJUSTMENT</td>
<td>100.00%</td>
<td>138.00%</td>
<td>43.20%</td>
<td>80.00%</td>
<td>80.00%</td>
</tr>
<tr>
<td>INDICATED VALUE/ ACRE</td>
<td>$187,882</td>
<td>$198,809</td>
<td>$229,332</td>
<td>$224,809</td>
<td>$185,748</td>
</tr>
</tbody>
</table>
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 has 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
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:

\[
\begin{align*}
76.245 \text{ acres at } & \$200,000 \text{ per acre} = \$15,249,000 \\
\text{Add 10 acres at } & \$2.250 \text{ per acre} = \$\ 22,500 \\
\text{Total After Value} = & \$15,271,500 \\
\text{Rounded To:} & \$15,270,000
\end{align*}
\]
<table>
<thead>
<tr>
<th>Subject</th>
<th>Property</th>
<th>Land Description</th>
<th>Terms of Sale</th>
<th>Date of Sale</th>
<th>Adjusted Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Harris Family Limited Partnership</td>
<td>Approved Master</td>
<td>Fee Simple</td>
<td>July 13, 2007</td>
<td>$1,650,000</td>
</tr>
<tr>
<td>2</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>3</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>4</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>5</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*The sales comparison approach, cont'd.*
### SALES COMPARISON ANALYSIS

#### Harris Ranch - Wetlands Analysis

<table>
<thead>
<tr>
<th>SUBJECT PROPERTY</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>W. Hill Road</td>
<td>80,000</td>
<td>17,000</td>
<td>47,500</td>
</tr>
<tr>
<td>Boise</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

#### NAME:

<table>
<thead>
<tr>
<th>Harris Family Limited Partnership</th>
<th>N/A</th>
<th>Tri Cedars Management</th>
<th>Twilegar</th>
</tr>
</thead>
</table>

#### SALES PRICE

<table>
<thead>
<tr>
<th>ESTIMATED IMPROVEMENT VALUE</th>
<th>$200,000</th>
<th>$17,000</th>
<th>$47,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAND RESIDUAL</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>PRICE PER ACRE</td>
<td>N/A</td>
<td>$200,000</td>
<td>$17,000</td>
</tr>
<tr>
<td>DATE OF SALE</td>
<td>November 12, 2007</td>
<td>August 2007</td>
<td>January 2005</td>
</tr>
<tr>
<td>TERMS OF SALE</td>
<td>Assess Cash</td>
<td>Cash-Auction</td>
<td>Cash</td>
</tr>
<tr>
<td>PROPERTY RIGHTS CONVEYED</td>
<td>Fee Simple</td>
<td>Fee Simple</td>
<td>Fee Simple</td>
</tr>
<tr>
<td>PHYSICAL CHARACTERISTICS: LAND TYPE</td>
<td>Wetlands</td>
<td>Foothill - Undeveloped Land</td>
<td>Island Site</td>
</tr>
<tr>
<td>TOPOGRAPHY</td>
<td>Mostly level</td>
<td>Mostly level</td>
<td>Mostly level</td>
</tr>
<tr>
<td>PHYSICAL CHARACTERISTICS</td>
<td>Irregular shaped</td>
<td>Sectional</td>
<td>Slope</td>
</tr>
<tr>
<td>WATER AMENITY</td>
<td>None</td>
<td>Undevelopable Island to be used as span space</td>
<td>Sectional</td>
</tr>
<tr>
<td>OTHER</td>
<td>Raw Land - Limited Economic Value: Possible Homesite</td>
<td>Sectional</td>
<td>Old Mining Site: Limited Economic Value: Buyer had to Extend Power</td>
</tr>
<tr>
<td>Access</td>
<td>Eckert 10.000</td>
<td>39.85</td>
<td>39.85</td>
</tr>
<tr>
<td>SITE SIZE IN ACRES</td>
<td>Wetlands</td>
<td>Hill Rd. to Moore access</td>
<td>9.67</td>
</tr>
<tr>
<td>ZONING/DENSITY</td>
<td>RP</td>
<td>40.99</td>
<td>40.99</td>
</tr>
</tbody>
</table>

#### ADJUSTMENT FOR TERMS/

| ADJUSTED PRICE-LAND ONLY       | 100.00% | 125.00% | 125.00% |
| ADJUSTED PRICE-LAND ONLY/ACRE  | $300,000 | $21,269 | $59,708 |

#### ADJUSTMENTS

| LOCATION                        | 100.00% | 100.00% | 100.00% |
| PHYSICAL CHARACTERISTICS        | 100.00% | 100.00% | 100.00% |
| RETAINED RIGHTS                 | 45.00% | 100.00% | 100.00% |

#### TOTAL ADJUSTMENT

| 45.00% | 100.00% | 100.00% |

#### INDICATED VALUE/ ACRE

| $2,252 | $2,211 | $2,190 |
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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before Value</td>
<td>$17,249,000</td>
</tr>
<tr>
<td>Less After Value</td>
<td>$15,270,000</td>
</tr>
<tr>
<td>Easement Value</td>
<td>$1,979,000</td>
</tr>
</tbody>
</table>

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, 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 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).
II. 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;
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, LaNir, 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:
Its:

ACHD
Ada County Highway District

By: [Signature]
Its: [Signature]

[Notary acknowledgments follow.]
STATE OF IDAHO

County of Ada

On this ___ 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

Residing at

My commission expires: December 14, 2011

On this ___ 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

Residing at

My commission expires: November 21, 2011

On this ___ 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

Residing at

My commission expires: November 28, 2011

STATE OF IDAHO

COUNTY OF ADA

Notary Public

Residing at

My commission expires: November 28, 2011
County of Ada

On this 12th 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.

STATE OF IDAHO

COUNTY OF ADA

My commission expires: Oct 10, 2011

Notary Public for

Residing at

My commission expires:

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. Frandsen 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

Residing at

My commission expires: 1-8-2009

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 2.46 acres of wetlands (emergent 0.9 acre; shrub/shrub 0.9 acre; forested 0.60 acre) adjacent to Logger's Creek, the Boise River and Wailing 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 577 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/Spun 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 90-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 scrubs/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 shrub/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 P, 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.

EXHIBIT A
- 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 two 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 1/4 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 Chastain 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 Chastain Weir shall be open when the temporary equipment access road is in place to maintain flows downstream and avoid adverse affects 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
Clarion 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 (Monz, 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).


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 use thereof as a result of other permitted or unpermitted activities or from natural causes.

   b. Damages to the permitted project or use 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 measures 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 permitted, 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. Bracley 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. 80079
Sec. 10, T. 3 N, R 3 E., B.M.

File No. NWW-2006-815-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)
General Notes
There is One Existing 36" CUP Drain Pipe To Be Relocated In Kind And At The Same Elevations.
Horns Ranch Wishes To Add A Second 36" CUP Drain Pipe Crossing At Similar Elevations As
Original 36" CUP. The Total Crushed Area Is 357 feet or .001 Acres.
1. Location Shall Be On Sheet 2 Of 12 ha 60.
2. (2) 36" CUP Pipe Crossings
   Use In Future Horns Ranch Discharge.
3. Existing Pipe Crossing To Be Replaced In Kind And At Existing invert Elevations.
   New 36" CUP Pipe For Horns Ranch Discharge
   Will Hold Similar Elevations As Existing Pipe Crossing.
4. Total Wetland Vegetation Impacted
   .001 Acres Per Sheet Only.
5. Excavate 30CY
   Fill 27CY

Proposed east Park Center Bridge
Permanent Fill And Impacts
For Welting Ditch

File No. IHW-2006-B15-3001
Applicant: Ada County Highway Division
Highways: Dolos Road, Logger's Creek & Welting Ditch
Ada County / Idaho

Sheet 11 of 12
General Notes

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

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

Proposed East ParkCenter Bridge

Permanent Fill And Impacts
Reconnect Loggers Creek Outfall To Boise River

File No. HHW-2006-615-801
Applicant: Ada County Highway District
Locations: Boise River, Logger's Creek, & Waiilatpu Ditch
Ada County / Idaho

Sheet 12 of 12
August 13, 2007

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

Re: Reference No. 2006-D15-001
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 if 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 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. Paving 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.
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 permits. 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
1418 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. Quist, P.E.
Technical Engineer

cc: Greg Martinez, COR, Boise
Source Files #20, Reading File
NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Adams County Highway District

INITIAL PROFFERED PERMIT (Standard Permit or Letter of Permission)

PROFFERED PERMIT (Standard Permit or Letter of Permission)

PERMIT DENIAL

APPROVED JURISDICTIONAL DETERMINATION

PRELIMINARY JURISDICTIONAL DETERMINATION

SECTION 1: The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found in 33 CFR 331.1
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 some of your objections, or (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.

D: 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. This 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 PROPOSED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proposed 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 applicant 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 the decision or the appeal process you may contact:

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

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

U.S. Army Corps of Engineers
Northwestern Division
Attn: Kevin Kuchenbach, Regulatory Program Manager
P.O. Box 2870
Portland, Oregon 97208-2870
Telephone (503) 898-3843

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

MG-7822(R)-05
Addenda Pg. 35
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 1/4 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°16'59" 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 601.25 feet, said curve having a radius of 024.00 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°02'21" East 222.99 feet to a point on the Northwest line of a "Public Bicycle Path Easement", Instrument Number 99002820, Ada County records, thence tracing said Northwest 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 Northwesterly 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 53.76 feet, thence
South 59°12'18" West 33.91 feet, thence
South 58°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°56'03" 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°28'37" and a chord bearing North 22°36'59" West 48.80 feet, thence North 15°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°54'02" and a chord bearing North 00°35'39" West 46.91 feet, thence North 13°51'22" 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 5°25'00" and a chord bearing North 09°18'52" East 30.23 feet, thence North 03°06'22" East 194.75 feet, thence
Along a curve to the left 72.66 feet, said curve having a radius of 206.00 feet, a delta angle of 20°15'52" and a chord bearing North 05°01'34" West 72.48 feet, thence North 15°09'30" West 132.70 feet, thence North 16°04'41" West 25.90 feet, thence North 18°22'41" West 62.63 feet, thence North 04°32'29" West 30.63 feet, thence North 46°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 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°07'47" West 17.86 feet to the POINT OF BEGINNING, thence
South 42°04'23" West 40.74 feet, thence South 54°10'04" West 17.65 feet, thence North 51°23'57" West 136.93 feet, thence North 35°36'03" East 49.25 feet, thence North 59°12'18" East 36.63 feet, thence North 69°23'01" East 52.80 feet, thence South 33°21'59" East 47.44 feet, thence South 13°07'55" East 47.98 feet, thence South 02°43'45" East 28.66 feet, thence South 47°55'57" East 4.47 feet to the POINT OF BEGINNING.

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

Idaho Foundation for Parks and Lands, Inc.

By: [Signature]
Its: [Signature]

ACHD

Ada County Highway District

By: [Signature]
Its: [Signature]

[Notary acknowledgments follow.]
County of Ada

On this 12th 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, L.L.C., 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.

STATE OF IDAHO

County of Ada

On this 12th day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Don W. Warberg, 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.

STATE OF IDAHO

County of Ada

On this 29th day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared John S. Franco, 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.

State of Idaho

County of Ada

DEED OF CONSERVATION EASEMENT - 10
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
VI Investment Analysis - 1984
X Market Analysis - 1987
501 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
AIREA - Appraising Contaminated Properties - 1992
AIREA - 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 29th 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. Holcer, 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.

XII. **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, I.L.C., 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

DEED OF CONSERVATION EASEMENT - 7
HOLDER

Idaho Foundation for Parks and Lands, Inc.

By:  
Its:

ACHD

Ada County Highway District

By:  
Its:

[Notary acknowledgments follow.]
STATE OF IDAHO   
)   
County of Ada   
)

On this 9th 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
Residing at Bois, ID
My commission expires: November 10, 2011

STATE OF IDAHO   
)   
County of Ada   
)

On this 9th 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
Residing at Bois, ID
My commission expires: November 10, 2011

STATE OF IDAHO   
)   
County of Ada   
)

On this 9th 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
Residing at Bois, ID
My commission expires: November 10, 2011

STATE OF IDAHO   
)   
County of Ada   
)

DEED OF CONSERVATION EASEMENT - 9
County of Ada

On this 12th 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.

[Signature]
Notary Public for
Residing at
My commission expires: November 10, 2011

STATE OF IDAHO
County of Ada

On this 12th day of November, 2007, before me, the undersigned, a Notary Public in
and for said State, personally appeared Dr. R. Weimer, 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.

[Signature]
Notary Public for
Residing at
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. Freander, 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.

[Signature]
Notary Public for
Residing at
My commission expires: 4-8-2009

STATE OF IDAHO
County of Ada

DEED OF CONSERVATION BASEMENT - 10
DEPARTMENT OF THE ARMY PERMIT

Permittee: Ada County Highway District

Permit Number: NWW-2008-615-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 173-foot pre-cast CoIn/Span arch culvert. Discharge 358 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, earth 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 F, 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 backfilling of 830 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 realigned 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 Springs 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
Chaburn 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).


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.

e. 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. 80079
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 cu yd

In wetlands:
- Footprint: 0.01 ac
- Fill (culverts, fabric, gravel): 72 cu yd

Concrete Precast Arch (Permanent)
- Footprint: 0.05 ac
- Excavate: 262 cu yd
- Concrete footings: 52 cu yd
- Pile: 12 cu yd
- Structure arch: 34 cu yd
- Rockfill rock & earth: 156 cu yd
- Total fill: 254 cu yd

File No. NWW-2006-615-B01
Applicant: Ada County Highway District
Waterways: Boise River, Logger's Creek, and Wailing Ditch
Ada County/Idaho
Sheet 3 of 12
Area "D" (Bridge Deck over wetland, shading impact)
In Wetland:
Footprint: 0.02 ac

Area "E" (Bridge Deck over wetland, shading impact)
In Wetland:
Footprint: 0.03 ac

Area "F" (Abutment 2 with Scour protection)
In Wetland:
Footprint: 0.02 ac
Excavation (temp): 200 cy
Fill (piling, foundation, backfill, rip-rap): 250 cy

ELEVATION

PROPOSED EAST PARKCENTER BRIDGE
PERMANENT FILL AND IMPACTS
FOR BOISE RIVER BRIDGE AND OVERFLOW CHANNELS

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
Walling Re-alignment
In Wetland:
Footprint: 0.81 ac
Excavation: 6200 cy
Fill (armor, veg): 500 cy

Pathway H
In Wetland:
Footprint: 0.13 ac
Excavation: 963 cy
Fill pathway (aggregate & fines, asphalt): 1200 cy
Fill tunnel: 296 cy
Total fill: 1496 cy

Sewer Line (temp)
In Wetland:
Footprint: 0.04 ac
Excavation: 500 cy
Fill (earth & veg): 500 cy

Culvert (temp)
In Wetland:
Footprint: 0.04 ac
Excavation: 150 cy
Fill (culvert, fabric, gravel): 150 cy

File No. NW-2006-615-B01
Applicant: Ada County Highway District
Waterways: Boise River, Logger's Creek, and Walling Ditch
Ada County/Idaho
Sheet 8 of 12
LEGEND

File No. NWW-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

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
Walling Bridge (Permanent)
In Wetland:
Footprint: 0.06 ac
Structure: 131 cy
File: 8 cy
Backfill: 444 cy
Total Fill: 583 cy

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

Advisory:
Ada County Highway District
Project No. 80079
EAST PARKCENTER BRIDGE
(Over Walling Ditch)
General Notes

There is One Existing 38" CMP Drain Pipe To Be Replaced In Kind And At The Same Elevations.

Harris Ranch Wants To Add A Second 38" CMP Drain Pipe Crossing At Similar Elevations As
Original 38" CMP. The Total Headwall Area Is 357.18sf Or .0081 Acres.

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

2. (2) 38" CMP Pipe Crossings
   One Is Future Harris Ranch Discharge.

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

4. New 38" CMP Pipe For Harris Ranch Discharge
   Will Hold Similar Elevations As Existing Pipe Crossing.

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

Excavate 30CY
Fill 27CY

Proposed East ParkCenter Bridge

Permanent Fill And Impacts.
For Wolling Ditch

File No. NWW-2006-615-001
Applicant: Ada County Highway District
Watersheds: Boise River, Logger's Creek, & Wolling Ditch
Ada County / Idaho

Sheet 11 of 12
General Notes

Proposed East ParkCenter Bridge Storm Drain Outfall To Boise River.

1. Location Shown On Sheet 2 Of 12 As S.
2. (1) 12" PVC Discharge Pipe From Dredge Pond To Boise River.
3. Total Wetland Vegetation Impacted .0018 Acres This Sheet Only.
4. Excavate 50Y Fill 40Y

Proposed East ParkCenter Bridge
Permanent Fill And Impacts
Relocate Logger Creek Outfall To Boise River

File No. NRW-2000-15-001
Applicant: Ada County Highway District
Waterways: Boise River, Logger's Creek, & Walling Ditch
Ada County / Idaho
Sheet 12 of 12
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 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

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 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. Gantez, P.E.
Technical tp Engineer

cc: Greg Martinez, COE, Boise
Source File #20, Reading File
**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUIREMENTS FOR APPEAL**

<table>
<thead>
<tr>
<th>Applicant: Ada County Highway District</th>
<th>File Number: NWW-2006-015-801</th>
<th>Date: October 19, 2007</th>
</tr>
</thead>
</table>

### A: INITIAL PROFERRED 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: PROFERRED 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 District Engineer. This form must be received by the District 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 District Engineer. This form must be received by the District 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 PROPOSED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proposed 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.

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 1st Avenue
Walla Walla, Washington 99362-1876
Telephone (509) 327-7150

If you only have questions regarding the appeal process you may also contact:
U.S. Army Corps of Engineers
Northwestern Division
ATTN: Karen Koschenbach, 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.

<table>
<thead>
<tr>
<th>Signature of appellant or agent</th>
<th>Date:</th>
<th>Telephone number</th>
</tr>
</thead>
</table>
EAST PARKCENTER BRIDGE
WETLANDS MITIGATION SITE

November 28, 2007

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 39°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 Northwesterly line of a “Public Bicycle
Path Easement”, Instrument Number 99002820, Ada County records, thence tracing
said Northwesterly 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 Northwesterly line
North 06°06′57″ West 16.97 feet, thence
North 13°06′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′03″ West 53.78 feet, thence
South 39°12′18″ West 33.91 feet, thence
South 38°36′03″ West 33.03 feet, thence
Along a curve to the right 5.28 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′37″ 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 25°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°28'37" and a chord bearing North 22°36'59" West 48.89 feet, thence
North 15°22'40" West 45.56 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°54'02" and a chord bearing North 00°55'39" West 46.91 feet, thence
North 13°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°25'00" and a chord bearing North 09°18'52" East 30.25 feet, thence
North 03°06'22" East 194.75 feet, thence
Along a curve to the left 22.86 feet, said curve having a radius of 206.00 feet, a delta angle of 20°15'52" and a chord bearing North 05°01'34" West 22.48 feet, thence
North 15°09'30" West 132.70 feet, thence
North 16°04'41" West 25.90 feet, thence
North 18°22'41" West 62.63 feet, thence
North 04°32'29" West 30.63 feet, thence
North 46°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 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°07'47" West 17.86 feet to the POINT OF BEGINNING, thence
South 42°04'23" West 40.74 feet, thence
South 54°10'04" West 17.05 feet, thence
North 51°23'57" West 136.93 feet, thence
North 38°26'32" East 49.25 feet, thence
North 59°12'18" East 30.63 feet, thence
North 69°23'01" East 52.80 feet, thence
South 33°21'55" East 47.44 feet, thence
South 13°07'55" East 47.98 feet, thence
South 02°43'45" East 28.66 feet, thence
South 47°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.
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 29th 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 33/100ths 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
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: Alta M. Harris
   Alta M. Harris
   Manager

BARBER MILL COMPANY, an Idaho corporation

By

Larry Williams
President

Attest:

Secretary

ADA COUNTY HIGHWAY DISTRICT

Attest: William B. Nye
Title: President

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT - 5
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.)
DATED as of the 23 day of September, 2021.

HARRIS FAMILY LIMITED PARTNERSHIP

By: Harris Management, LLC
Its: General Partner

By: Felicia Burkhalter, Member/Manager

By: Mildred H. Davis, Member/Manager

By: Brian R. Harris, Member Manager

BARBER VALLEY DEVELOPMENT, INC.

By: Douglas E. Fowler, President