To: The Board Members of the Harris Ranch Community Infrastructure District No. 1
From: David Hasegawa
CC: Lynda Lowry, Rob Lockward, John McDevitt, Melodie McQuade
Date: January 24, 2024
Re: Project Approval Meeting – January 30, 2024

I. Background

This report has been prepared by the staff of the Harris Ranch Community Infrastructure District, No. 1 (the "District") to provide information and recommendations to the District Board relating to its consideration of resolution HRCID-1-2024 (see Exhibit A– Project Resolution). The purpose of this staff report is fourfold:

1. Provide the background of the District, including prior history of the community infrastructure projects that have previously been approved by the Harris Ranch Community Infrastructure District No. 1 Board (the "Board").
2. Provide an overview of the projects that Harris Family Limited Partnership ("HFLP") and Barber Valley Development, Inc. on HFLP's behalf (collectively, the "Developer") have presented for purchase and acquisition by the District.
3. Summarize staff recommendations relating to the projects submitted by the Developer for consideration and acquisition by the District.
4. Present comments in support of, and against the projects submitted by the Developer for consideration and acquisition by the District.

The District has requested feedback from residents and stakeholders of the District (see Section V - Format of Board Meeting). Timely feedback will be incorporated and discussed in future updates to this document.

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III. Background of the Harris Ranch CID

On April 2, 2010, a petition for the formation of the Harris Ranch Community Infrastructure District No. 1 ("the District") was filed with the City of Boise City, Ada County, Idaho (the "City") by the owners of all real property located within the proposed District. After notice was duly published and mailed and a public hearing was held on May 11, 2010, by the City Council of the City (the "City Council"), the formation was approved, and the District was formed pursuant to Resolution No. 20895 adopted by the City Council on May 11, 2010.

Issuance of the general obligation bonds supported by the levy was authorized by an election of the qualified electors within the District on August 3, 2010. The qualified electors voted unanimously to authorize the District to issue general obligation debt with a cumulative principal amount of $50 million. The authority to issue was authorized for thirty years from the date of the election.

On September 20, 2010, notice of the District's authority to issue general obligation bonds in one or more series up to $50 million over thirty years was caused to be recorded by the District against all real property located within the District's boundaries as Ada County, Idaho, Instrument No. 110087657. Additional background and overview of the District can be found in Exhibit B – Overview of the District attached hereto.

IV. Previously Approved Projects

Over the history of the District most of the project purchases have been approved via the bond resolution. Below is a list of the Board resolutions approving those project purchases as well as the exceptions where specific projects were approved or pre-approved.

On December 17, 2013, the Board approved resolution HRCID-8-13 which ratified authorization of the acquisition of certain community infrastructure projects within the District totaling approximately $5.7 million, consisting of

(i) consulting costs relating to the formation of the District,
(ii) acquisition of a wetland conservation easement,
(iii) the Warm Springs Realignment,
(iv) the Warm Springs Ave. Segment C Right-of-Way,
(v) Fire Station Land acquisition,
(vi) Fire Station Road construction,
(vii) Fire Station Right-of-Way
(viii) Barber Valley Road Segment B,
(ix) Parkway Roadway and Round-Abouts design,

(x) Parkway Right-of-Way,
(xi) North ½ of Barber Road improvements,
(xii) Offsite Water and Sewer improvements,
(xiii) certain Stormwater Ponds, and
(xiv) Deflection Berm.

Proceeds of the District's $319,000 General Obligation Bond, Series 2013 issued pursuant resolution HRCID-3-2013 were used to pay for a portion of these eligible projects.

On August 20, 2015, the Board adopted resolution HRCID-13-2015 approving additional community infrastructure projects within the District totaling approximately $1.5 million, including

(i) certain consulting costs relating to the issuance of general obligation bonds and the administration of the District,
(ii) Wetland Improvements,
(iii) Round-About Construction,
(iv) Power Line relocation,
(v) Warm Springs By-pass Fuel Remediation.

Proceeds of the District's $3,744,404 General Obligation Bonds, Series 2015A and 2015B issued pursuant resolution HRCID-8-2015 were used to pay for a portion of the approved eligible projects.

On April 5, 2016, the Board adopted resolution HRCID-7-2016 approving additional community infrastructure projects within the District totaling approximately $1.8 million, including

(i) additional consulting costs,
(ii) construction of the Parkway and 1st Round-About,
(iii) additional Barber Valley Road Segment B improvements,
(iv) additional Fire Station Road improvements, and
(v) Bypass Roadway improvements.

Proceeds of the District's $1,331,390 General Obligation Bonds, Series 2016 issued pursuant to resolution HRCID-10-2016 that same year were used to pay for a portion of the approved eligible project.

On August 29, 2017, the Board adopted resolution HRCID-4-2017 which approved the issuance of the District's $1,801,193 General Obligation Bonds, Series 2017A and Series 2017B (Taxable) to pay for the acquisition of

(i) the Warm Springs Bypass Road construction,

(ii) a conservation easement approved by resolution HRCID 8-13, and

(iii) certain consulting fees relating to the conservation easement, formation of the District and project eligibility review.

On August 20, 2018, the Board adopted resolution HRCID-4-2018 which approved the issuance of the District's $1,979,736 General Obligation Bond, Series 2018 to pay for the acquisition of

(i) the Alta Harris Park and

(ii) certain construction costs relating to the Warm Springs Bypass Road approved by HRCID-4-2017.

On September 10 2019, the Board adopted resolution HRCID-9-2019 which approved the issuance of the District's $3,921,911 General Obligation Bonds, Series 2019 to pay for the acquisition of

(i) the Barber Road Sediment Basin Easement,

(ii) the Warm Springs Creek Realignment Easement,

(iii) the Warm Springs Avenue Storm Water Ponds Easement,

(iv) the Barber Junction Storm Water Ponds Easement, and

(v) certain construction costs relating to

a. the Warm Springs Bypass Road approved by resolution HRCID-4-2017,
b. certain Barber Road construction costs approved by HRCID-8-13,
c. certain sediment basin construction costs, and
d. and certain construction costs relating to the Fire Station approved by resolution HRCID-13-2015.

On August 25, 2020, the Board adopted resolution HRCID-9-2020 which approved the issuance of the District's $2,121,599 General Obligation Bond, Series 2020 to pay for the acquisition of

(i) the remaining acquisition price of the Warm Springs Avenue Storm Water Ponds Easement approved by resolution HRCID-9-2019,

(ii) construction costs of the E. Parkcenter Roundabouts, and

(iii) certain remaining construction and consulting costs relating to the Warm Springs Creek Realignment project.

On October 5, 2021, the Board adopted resolution HRCID-12-2021 which approved the projects below. The total approved project amount was: $7,071,224.19.

- Project No. GO21-1 – Accrued Interest.
    - Description: The purchase amount of this project represents interest accrued between the time the project was completed and the time the project was purchased by the District.
    - Amount – the approved amount was: $ 1,390,833.17
- Project No. GO21-2 – Dallas Harris Estates Town Homes #9 (“DHETH #9”).
    - Description: This project is comprised of roadways, sidewalks, storm drains, sanitary sewer, streetlights, and other related costs within the DHETH #9 Subdivision.
    - Amount – the approved amount was: 1,670,900.05
- Project No. GO21-3 – Dallas Harris Estates Town Homes #11 (“DHETH #11”).
    - Description: This project comprises the construction of roadways, sidewalks, storm drains, sanitary sewer, streetlights, stormwater pond improvements, and other related costs within the DHETH #11 Subdivision.
    - Amount – the approved amount was: $4,009,490.97

Also on October 5, 2021, the Board approved resolution HRCID-13-2021 which authorized the issuance of general obligation bonds in a principal amount of up to $5,200,000 to finance the acquisition of the projects approved under resolution HRCID-12-2021. No bonds have yet been issued by the District to purchase the approved projects. This is due to an ongoing legal challenge from the HRCID Taxpayer’s Association (the “Association”).

On February 21, 2023, the Board adopted resolution HRCID-1-2023, which approved the projects below. The total approved project amount was: $4,606,304.14.

- Project No. GO22-1 –Haystack #1 and Utility Improvements
    - Work related to roadway improvements, sanitary sewer, and streetlights, and other related costs within the Haystack Subdivision #1
    - Amount – the approved amount was: $1,428,172.44
- Project No. GO22-2 – Dallas Harris South #1 and Utility Improvements
    - Work related to roadway improvements, sanitary sewer, and streetlights, and other related costs within the Dallas Harris South Subdivision #1
    - Amount – the approved amount was: $1,660,319.34
- Project No. GO22-3 – Dallas Harris South #2 and Utility Improvements
    - Work related to roadway improvements, sanitary sewer, and streetlights, and other related costs within the Dallas Harris South Subdivision #2
    - Amount – $1,167,812.36
- Also approved was legal costs with a not-to-exceed amount of $350,000.00

Also on February 21, 2023, the Board approved resolution HRCID-2-2023 which authorized the issuance of general obligation bonds in a principal amount of up to $9,000,000 to finance the acquisition of the projects approved under resolution HRCID-1-2023. No bonds have yet been issued by the District to purchase the approved projects. This is due to an ongoing legal challenge from the Association.

V. Format of Board Meeting

At the January 30, 2024 meeting, the Board will decide whether to approve in whole or in part each of the three projects from Table 1, GO21-4[1] and two accrued interest purchase requests, GO23-1 and GO23-2[2] (with GO21-4, GO23-1, and GO23-2 collectively referred to herein as the "2023 Projects").

The meeting will not be a public hearing. No oral testimony will be provided from the Developer, the Association, or the public. However, on Friday, January 19, 2024, a notice (see Exhibit C – Website Notice) was posted on the District's webpage[3] of the meeting date, time, location, the proposed projects that would be presented. Physical notices were posted at each of the six postal pavilions throughout the District (see Exhibit Exhibit D – Postal Pavilion Postings) on Saturday, January 20, 2024. On January 24, 2024, the website notice was updated to include the Developer's purchase requests, objection letters from the Association and an appraisal review that will be discussed later. Existing comments, concerns, and objections from the Association, the Developer, residents, and other interested parties were included in the notice. Additionally, the notice invited interested stakeholders to provide additional comment prior to Friday, January 26, 2024.

District staff provided the two interest accrual projects, GO23-1, and GO23-2 to the Association via e-mail on December 30, 2023. In a follow-up e-mail on January 9, 2024, District staff notified the Association that the District Board would consider approving the 2023 Projects (see Exhibit E – Meeting Notifications).

District staff will orally provide information relative to the decisions to be made by the Board and indicate whether they recommend the 2023 Projects for approval. Prior to the meeting the Board has been provided the documentation contained herein.

This format and information are intended to assist the Board in determining whether the 2023 Projects satisfy the requirements of the August 31, 2010, tri-party District Development

[1] The 2021 year in the project name reflects the year the Developer submitted the projects to the District.
[2] The 2023 year in the project names reflects the year the Developer submitted the projects to the District.
[3] https://www.cityofboise.org/departments/finance-and-administration/city-clerk/harris-ranch-cid/

Agreement No. 1 (“Development Agreement”, see Exhibit F- Development Agreement) and qualify as community infrastructure eligible for purchase under I.C. § 50-3102(2).

Under I.C. § 50-3102(2):

"Community infrastructure" means improvements that have a substantial nexus to the district and directly or indirectly benefit the district. Community infrastructure excludes public improvements fronting individual single family residential lots. Community infrastructure includes planning, design, engineering, construction, acquisition or installation of such infrastructure, including the costs of applications, impact fees and other fees, permits and approvals related to the construction, acquisition or installation of such infrastructure, and incurring expenses incident to and reasonably necessary to carry out the purposes of this chapter. Community infrastructure includes all public facilities as defined in section 67-8203(24), Idaho Code, and, to the extent not already included within the definition in section 67-8203(24), Idaho Code, the following:

- *(a) Highways, parkways, expressways, interstates, or other such designation, interchanges, bridges, crossing structures, and related appurtenances;*
- *(b) Public parking facilities, including all areas for vehicular use for travel, ingress, egress and parking;*
- *(c) Trails and areas for pedestrian, equestrian, bicycle or other nonmotor vehicle use for travel, ingress, egress and parking;*
- *(d) Public safety facilities;*
- *(e) Acquiring interests in real property for community infrastructure;*
- *(f) Financing costs related to the construction of items listed in this subsection; and*
- *(g) Impact fees.*

VI. Projects for Consideration & Staff Recommendations

A. Summary of the 2023 Projects for Consideration.

There are three purchase requests that constitute the 2023 Projects. One for the value of land underlying community infrastructure projects and the other two requests are for accrued interest.

The Developer submitted the interest accrual requests on December 7, 2023. The Developer originally submitted its purchase request for GO21-4, Southern Half Roadways on March 1, 2021. This request is for the value of land upon which community

infrastructure is constructed. Additional details on the nature of the value and the land associated with the purchase request will follow later in this report. Because the purchase price is not associated with invoices for contracted work but rather rest upon appraisals submitted with the purchase request, the District contracted with an appraiser to review the appraisal contained in the Developer's purchase request for project GO21-4.

On June 20, 2023, the Board approved resolution HRCID-12-2023 which engaged Gregory L. Graybadger's services to review the appraisals for project GO21-4[4]. Mr. Graybadger delivered an appraisal review for the land value-related to project GO21-4 (see Exhibit G – Appraisal Review). The appraisal review was provided to the Association on December 4, 2023 (see Exhibit H – Appraisal Review Notification)

In addition to the projects listed below District staff propose that the Board consider authorizing payment of accrued interest on project GO21-4[5], as required pursuant to the Development Agreement, plus the costs of the legal defense of resolution HRCID-1-2024 in an amount not-to-exceed $350,000.00. A breakdown of the rational for including these legal costs is included later in this report.

Table 1 – 2023 Projects Pending Board Action ($)

		Requested Amount	Recommended Amounts
GO21-4	Southern Half of Roadway Parcels	1,874,000.00	1,874,000.00
GO23-1	Accrued Interest – Tranche II	2,279,144.15	312,458.10
GO23-2	Accrued Interest – Southern Half of Roadway Parcels	567,760.34	-
	Subtotal	**4,720,904.49**	**2,186,458.1**
	Legal Costs (not-to-exceed)	N/A	350,000.00
	Total Project Cost	N/A	**$5,070,904.49**

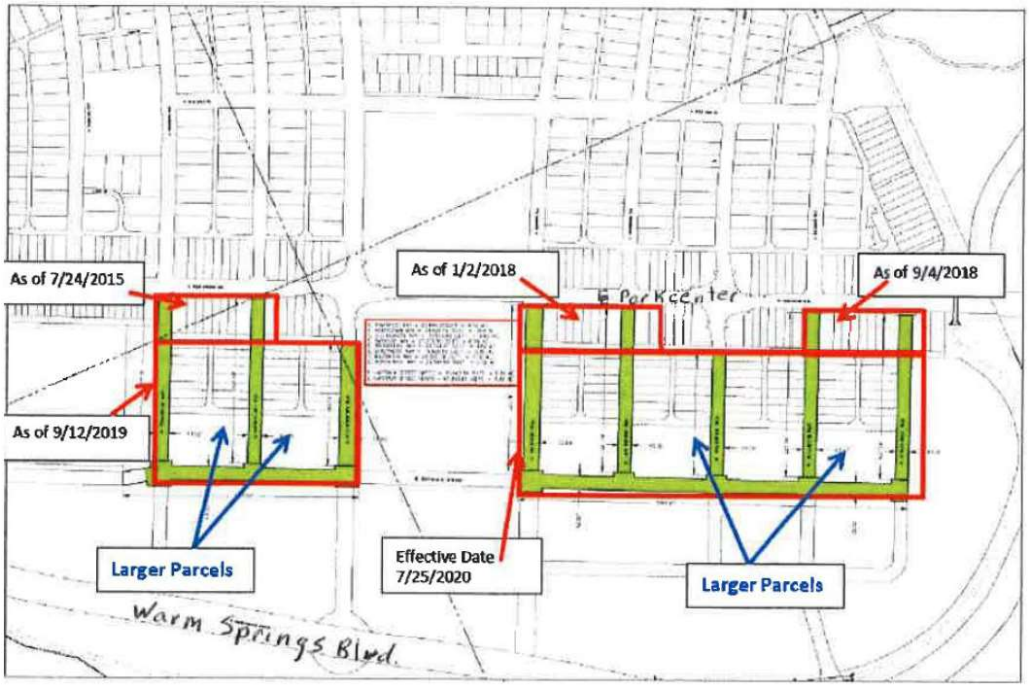
B. GO21-4 Southern Half Roadway Parcels

1. Description of request.

This project is for the purchase price of the right-of-ways for property that has been dedicated to ACHD for use as roadways in the southern half of the District (see Figure 1 – Locations of GO21-4 Project).

[4] Mr. Graybadger was also engaged to review the appraisal associated with Project GO20-7 – 2007 Conservation Easement. However, District staff are still reviewing this project and it will be submitted to the Board at a later time.
[5] Section VI.C will explain why there is an authorization request for project GO21-4 when the Developer has made a purchase approval request for accrued interest related to project GO21-4.

Figure 1 – Locations of GO21-4 Project



2. Summary of staff recommendation on project.

The District staff recommend that the Board approve Project GO21-4. The requirements of the Development Agreement and the CID Act have been met. Therefore, we recommend that Board adopt resolution HRCID-1-2024, Section 1 (see Exhibit A– Project Resolution)

3. Development agreement requirements have been satisfied.

Summary of Requirements: Section 3.3 of the Development Agreement (see Exhibit F- Development Agreement) provides the conditions for payment of a project. The requirements below indicates these conditions, which must be satisfied in a form and substance reasonably satisfactory to the District Engineer and staff.

i. Certificate of Engineers
ii. Evidence of public ownership
iii. Environmental assessments
iv. Conveyance to public entity
v. Evidence of public ownership
vi. Assignment of warranties
vii. Acceptance letters
viii. Other documents as requested by the District

Developer's Position: On March 1, 2021, the Developer submitted the project purchase request (see Exhibit I – Project GO21-4 Purchase Request). On December 4, 2023, the Developer's counsel submitted a completeness letter where on behalf of the Developer they asserted that all the conditions of the Development Agreement necessary for payment had been met (see Exhibit J – Completeness Letter for Project GO21-4).

Association's Position: The Association submitted a letter dated July 14, 2021, objecting to the Developer's request relating to Project GO21-4 (see Exhibit K – Letter dated July 14, 2021, titled "Proposed HRCID Budget for Fiscal Year 2022" Hypothetical assumptions for appraisal of land value"). In a September 27, 2021, letter (see Exhibit L - Letter dated September 27, 2021, titled "Our Reply to the Developer's Lawyers' First Four Letters of Response"), the Association reference the July 14, 2021 and reiterate their claim that the value of the land for Project GO21-4 is "essentially nil". However, neither letter presents any objections related to the Development Agreement.

District Staff Analysis: The District staff have determined that the conditions for payment for Project GO21-4 have been met. The Developer has provided all the necessary documents to satisfy the requirements, or the requirements were not applicable (see Table 2).

Table 2 – Development Agreement Requirements for GO22-2

Item	*Description*[6]	*Status*	*Reference*
(i)	Certificate of Engineers[7] • DHET Sub 2 • DHET Sub 6 • DHET Sub 8 • DHET Sub 9 • DHET Sub 11	Signed by the Boise City Engineer dated: • 7/16/2015 • 11/14/2017 • 8/14/2018 • 9/4/2019 • 7/30/2020	Exhibit I • p. 9 • p. 14 • p. 20 • p. 24 • p. 31
(ii), (v) (iv) (vi)	Evidence of public ownership Conveyance to public entity Assignment of warranties	Accepted and approved by Ada County Highway District, dated:	Exhibit I

[6] Dallas Harris Estates Townhomes Subdivision is abbreviated as DHET Sub

[7] The Developer's completeness letter argues that a certificate is not necessary as this is related to the value of the land. However, District Staff included references to the City Engineer's certificate of acceptance related to the improvements built on the land. This is to demonstrate that the use of the land was for community infrastructure. The same argument holds for the environmental assessments.

(vii)	Acceptance letters • DHET Sub 2 • DHET Sub 6 • DHET Sub 8 • DHET Sub 9 • DHET Sub 11	 • 6/10/2015 • 10/10/2017 • 6/13/2018 • 7/24/2019 • 5/15/2020	 • p. 9 • p. 14 • p. 20 • p. 24 • p. 31
(iii)	Environmental assessments • DHET Sub 2 • DHET Sub 6 • DHET Sub 8 • DHET Sub 9 • DHET Sub 11	Approval from Central District Health, dated: • 4/8/2015 • 5/3/2017 • 3/21/2018 • 4/24/2019 • 4/17/2020	Exhibit I • p. 9 • p. 14 • p. 20 • p. 24 • p. 31
(viii)	Other documents as requested by the District	Not Applicable	N/A

4. The project meets the requirements of the CID Act.

a. The improvements have a substantial nexus to the District.

Requirement: As stated in Section V above, the CID Act requires that community infrastructure have a substantial nexus to the District.

Developer Position: The Developer asserts in its completeness letter (see Exhibit J – Completeness Letter for Project GO21-4) that because improvements built on the land of Project GO21-4 overlap with the development within the District and satisfy the needs created by the development the requirement of substantial nexus is met.

Association Position: As mentioned in Section VI.B.3 above, the Association's July 14, 2021, letter focuses its objection to the methodology used to determine the purchase price for Project GO21-4. As mentioned above, the Association's September 27, 2021, letter also references Project GO21-4. However, neither letter contains any objections related to the eligibility of Project GO21-4 under the CID Act.

District Staff Analysis: District staff find that the Project GO21-4 improvements meet the requirement of having a substantial nexus to the District based on the plain language of the words "substantial", and "nexus." The term "substantial" has been defined as "important, essential,

or considerable in quantity"[8]. The term "nexus" is defined as a connection, or link in the standard dictionary definition[9], or "connection or link, often a causal one."[10]

All the roadways are located within, not outside of, the District. Additionally, according to SP-01 the roadways of GO21-1 are mixed use local streets (see Exhibit M – SP-01 Circulation Plans – Roadway Plan). This is because the zoning is mixed use. The nature of the mixed use, both higher density housing as well as commercial usage means that the roadways will see usage by residents of the entire District. The roads have an important business or economic connection or link to the District. As the Developer notes, the roadways provide access Village Green, Village Center, and the elementary school.

For these reasons, it is the District staff's determination that the infrastructure in GO21-4 has a substantial nexus to the District.

b. The improvements directly or indirectly benefit the District.

Requirement: As stated in Section V above, the CID Act requires that community infrastructure "must directly or indirectly benefit the district".

Developer Position: The Developer asserts in its completeness letter (see Exhibit J – Completeness Letter for Project GO21-4) that because the improvements built on the land of Project GO21-4 provide access to the Boise School District's new elementary school and the park and commercial areas of the Village Center and Village Green the requirement of substantial nexus is met and the project provides "a benefit to the larger district" by virtue of its location and use.

Association Position: The Association has not presented an objection to this aspect of the CID Act.

District Staff Analysis. In our analysis we will examine the plain language of "indirectly", "directly" and "benefit" and whether project GO21-4 meets those criteria.

[8] *See, e.g., Idaho Dep't of Health & Welfare v. Doe*, 151 Idaho 605, 610 (Idaho Ct. App. 2011) (citing Merriam Webster Collegiate Dictionary 1174 (10th ed. 1994)).

[9] Merriam-Webster.com dictionary, "nexus," accessed January 23, 2024, https://www.merriam-webster.com/dictionary/nexus.

[10] Black's Law Dictionary (11th ed. 2019), "nexus."

- Directly is an adverb that means "[i]n a straightforward manner"[11] and "in a direct manner."[12].
- Direct as an adjective is defined as "stemming immediately from a source," "straightforward," or "characterized by close logical, causal, or consequential relationship." [13]
- "Indirect" is the antonym of "direct" and means "not direct," including "not directly aimed at or achieved."[14]
- Benefit means "to be useful or profitable to."[15] It has also been defined as the "advantage or privilege something gives," and "the helpful or useful effect something has," and as a "profit or gain."[16]

Because directly and indirectly are opposites, they demonstrate that either one is acceptable as long as the project creates a benefit for the District. The real property in Project GO21-4 that underly the roadways are all located within the District and serve to facilitate the movement of vehicular traffic within the District. Additionally, roadways and the underlying real property in Project GO21-4 were planned as part of SP-01 (see Exhibit M – SP-01 Circulation Plans – Roadway Plan).

Staff finds that roadways and are useful and in fact needed and are therefore a benefit to the District. Therefore, it is the District staff's determination that the real property in GO21-4 serves to directly or indirectly benefit the District.

c. The improvements do not front individual single family residential lots

Requirement: As stated in Section V above, the CID Act excludes "public improvements fronting individual single family residential lots".

Developer Position: The Developer asserts that real property involved in project GO21-4 does not front individual single-family residential lots. The roadways serve two different types of properties, individual single-family

[11] Black's Law Dictionary (11th ed. 2019), "directly."

[12] Merriam-Webster.com dictionary, "directly," accessed January 23, 2024, https://www.merriam-webster.com/dictionary/directly.

[13] Merriam-Webster.com dictionary, "direct," accessed January 23, 2024, https://www.merriam-webster.com/dictionary/direct.

[14] Merriam-Webster.com dictionary, "indirect," accessed January 23, 2024, https://www.merriam-webster.com/dictionary/indirectly.

[15] Merriam-Webster.com dictionary, "benefit," accessed January 23, 2024, https://www.merriam-webster.com/dictionary/benefit.

[16] Black's Law Dictionary (11th ed. 2019), "benefit."

residences and single-lot condominium projects. Because single-lot condominiums are not single-family residential properties, the portions of the roadways that serve these properties meet this requirement of the CID Act.

For the portions of the roadways that serve individual single-family residences, the Developer has two arguments to support that these portions of the roadways meet this requirement of the CID Act. First, the land on which the roadways rest, serve multiple single-family lots, rather than an individual single-family residence. Secondly, none of the single-family residence in question abut the roadways, they are separated by common areas, "containing sidewalk easements and sidewalk facilities in favor of the City of Boise".

Association Position: The Association has not presented an objection to this aspect of the CID Act.

District Staff Analysis: For those roadways serving single-lot condominiums there is no ambiguity that they are not fronting individual single-family residential lots. The lots served by the roadways are zoned as mixed-use commercial and med-high density residential (see Exhibit N – SP-01 Land Use Development Plan). For those portions of the roadways that serve multiple individual single-family residential lots, the Developer's argument has been confirmed by the Court in *The Harris Ranch CID Taxpayers' Association vs. The Harris Ranch Community Infrastructure District No. 1 (2023).*

District staff reviewed the Ada County Assessor Land Records GIS system and confirmed the separation of the roadways from the individual single family residences.

The District staff find that the land in question for project GO21-4 meets the requirement of the CID Act that the improvements do not come within the fronting exclusion.

d. Identification of other Issues raised by the Association.

See Section VIII below.

5. Appraisal review

Summary of Requirements and Review: The Development Agreement and the CID Act do not list any requirements for determining the purchase price for purchases of interests in real estate. As mentioned in Section VI.A above, the District engaged

Gregory L. Graybadger, MAI, RPRA, AI-GRS, Idaho Certified General Appraiser, to review the Developer's appraisal attached to the Developer's purchase request (see Exhibit I – Project GO21-4 Purchase Request).

On December 1, 2023, Mr. Graybadger produced an Appraisal Review Report (see Exhibit G – Appraisal Review) within which he examined the appraisal to:

> [E]nsure that the appraisal methods and techniques presented in the appraisal report under review comply with the Uniform Standards of Professional Appraisal Practice (USPAP) and the generally accepted principles and appraisal methodology for such appraisal assignments[17]

After an extensive appraisal review, Mr. Graybadger concluded that, "the appraisal under review does follow the appropriate Standards, principles, and appraisal methodology".

Association Position: In their letter dated July 14, 2021, and titled "Proposed HRCID Budget for Fiscal Year 2022" Hypothetical assumptions for appraisal of land value" (see Exhibit K – Letter dated July 14, 2021, titled "Proposed HRCID Budget for Fiscal Year 2022" Hypothetical assumptions for appraisal of land value"), the Association asserts that the appraisal for the GO21-4 project (Southern Half Roadways) used the "'hypothetical' assumption that the land underlying the roadways could be used to build additional homes." The Association goes on to state that this creates a problem as "the land in question necessarily cannot be used to build additional homes, as that land is required as a condition of the development to be used as roadways." They go on to say that "[w]e therefore object to its inclusion in the budget and consider this to be a serious abuse of the CID." The Association has not submitted an appraisal review or any opinions of an appraiser regarding these points.

Developer Position: The Developer has not presented their position on this matter.

District Staff Analysis: In his review of the appraisal, Mr. Graybadger explains that USPAP requires that an appraisal, "clearly and conspicuously: state all extraordinary assumptions and hypothetical conditions; and state that their use might have affected the assignment results…"[18] Mr. Graybadger's analysis then evaluates the consistency of the hypothetical statements and whether their consistency or lack thereof is damage the credibility of the value conclusions. He notes that there are some minor variations, but that those variations are not violation of Standards, principles or methodology. Based on this explanation,

[17] See Exhibit G – Appraisal Review – page 20
[18] See Exhibit G – Appraisal Review, page 24

District Staff conclude that the use of hypothetical scenarios is allowable in an appraisal and does not invalidate the appraisal price.

In his conclusion Mr. Graybadger indicates the valuation methodology used in the appraisal is,

> credible and adequately supported. The comparable sales utilized in the appraisal are properties suitable for future development, reflecting similar needs for some area to be utilized for interior roadways[19]

Based on the appraisal review provided by Mr. Graybadger, the District Staff conclude that the appraisal value of $1,874,000 is a reasonable price and recommend that Board accept this price.

C. Projects GO23-1 and GO23-2 – Interest Due on Reimbursed Projects.

1. Description of request.

Section 3.2(a) of the Development Agreement No. 1 allows interest to accrue between the date of dedication, contribution or expenditure and the time which the project price or segment price is paid. The interest rate is the prime rate plus two percent from day-to-day.

This request would expend general obligation bond proceeds to pay accrued interest on eight previously Board approved projects (see Table 3 - Project GO23-1 Interest Accrual) and accrued interest for Project GO21-4 (see Table 4 - Project GO23-2 Interest Accrual). Although the Developer was entitled to accrue interest on construction costs for each invoice as paid, they agreed to accrue interest from the final date the respective projects were dedicated and/or placed in service. Additionally, both the District staff and the Developer agree that interest accrual is simple rather than compound.

The Developer submitted two purchase requests for accrued interest, Projects GO23-1 for $2,279,144.15 and GO23-2 for $567,760.34 on December 7, 2023 (see Exhibit P – Project GO23-1 Purchase Request and Exhibit Q – Project GO23-2 Purchase Request). The Developer calculated the interest accrual for projects not yet purchased through December 31, 2023. That issue is discussed at length in following sections.

Project GO23-1 contains requests for interest accrual for projects that were previously approved by the District Board (see Table 3 - Project GO23-1 Interest Accrual). In the case of projects GO21-1 and GO20-2 these projects were also

[19] See Exhibit G – Appraisal Review, page 34

purchased through the use of bond proceeds. For project GO20-6, bond proceeds were used to purchase $1,184,866.06 of the project while, $197,026.95 of the project remain unpurchased.

Table 3 - Project GO23-1 Interest Accrual

Project ID#	CID Project Name	Developer Accrued Interest Request	District Staff Recommendation
GO20-1	Warm Springs Creek Realignment -LOMR/CLOMR	$23,387.37	$23,377.63
GO20-2	Warms Springs Creek Realignment-Construction	88,751.21	88,667.68
GO20-6	East Parkcenter Blvd. Roundabouts at Wise Way, Old Hickory and Shadywood	246,768.61	
	Purchased portion		200,412.79
	Unpurchased portion		-
GO21-2	Dallas Harris Estates Townhomes #9	398,475.35	-
GO21-3	Dallas Harris Estates Townhomes #11	846,606.77	-
GO22-1	Haystack #2 and Utility Improvements	232,332.37	-
GO22-2	Dallas Harris South Subdivision #1	258,316.13	-
GO22-3	Dallas Harris South Subdivision #2	184,506.34	-
		$2,279,144.15	$312,458.10

The interest accrual within project GO23-2 is entirely related to project GO21-4, Southern Half Roadway parcels. Project GO21-4 was built out over a number of years, each phase was separately dedicated to ACHD and therefore the accrual of interest accrued through the date of each dedication (see Table 4 - Project GO23-2 Interest Accrual). This was done instead of making each phase a separate project.

Table 4 - Project GO23-2 Interest Accrual

Project Phase	Subdivision	Developer Accrued Interest Request	**District Staff Recommendation**
Phase 2	Dallas Harris Estates Townhomes Subdivision 2	25,237.91	-
Phase 6	Dallas Harris Estates Townhomes Subdivision 6	32,771.74	-

Phase 8	Dallas Harris Estates Townhomes Subdivision 8	25,487.90	-
Phase 9	Dallas Harris Estates Townhomes Subdivision 9	208,775.01	-
Phase 11	Dallas Harris Estates Townhomes Subdivision 11	275,487.78	-
		567,760.34	-

The District staff have verified that all the Developer's beginning and end dates for interest accrual are in agreement with the District's own records. District staff's reconciliation of the Developer's requested interest accural confirmed that their request is accurate to within 0.05% (see Exhibit R - Interest Reconciliation for Projects GO23-1 and GO23-2).

2. Summary of staff recommendation on project.

The District staff recommend that the Board approve a portion, $312,458.10 of the accrued interest in project GO23-1 and do not approve project GO23-2. The requirements of the Development Agreement and the CID Act have been met for the $312,458.10 of project GO23-1. The requirements of the Development Agreement have not yet been met for the remainder of project GO23-1 and for all of project GO23-2. This is discussed in more detail in the next section. Therefore, District staff recommend that Board adopt resolution HRCID-1-2024, Section 2 (see Exhibit A– Project Resolution).

The approval of accrued interest associated with projects GO22-1, GO22-2, GO22-3, and GO21-4 is redundant because resolution HRCID-1-2023 already approved the accrued interest for projects GO22-1, GO22-2, and GO22-3, and resolution HRCID-1-2024 if approved will authorize the calculation of and payment of accrued interest for GO21-4.

Finally, the recommendation against approval of the accrued interest associated with projects GO21-2, GO21-3 and the unpurchased portion of GO20-6 is not final and the Developer is not prevented from bringing the request again at a later date. As discussed in the next section, once the project/segment price for projects GO21-2, GO21-3, and GO20-6 has been paid, then the requirement of the Development Agreement will be fulfilled.

3. $312,458.10 of project GO23-1 meet the requirements of the Development Agreement.

According to Section 3.2(a)(vii) the project price for an Acquisition Project or the Segment Price for a segment includes:

Interest during the period starting from the date of dedication, contribution or expenditure and the time which the Project Price or the Segment Price is paid calculated at the rate of interest equal to the prime rate as reported in the West Coast Edition of the Wall Street Journal plus two (2) percent from day-to-day, on the amounts expended for purposes of clauses (i) through (vi) for such Acquisition Project or Segment attributable to construction of the Segment approved by the Engineers as certified in the Certificate of Engineers for that Acquisition Project or Segment. No other financing charges, other than those described in section (vii) above will be allowed as an eligible component of the Project Price for an Acquisition Project or Segment

The calculations performed to determine the total interest accrued through October 15, 2020, on projects GO20-1, GO20-2, and for the paid portion of GO20-6 were performed in accordance with the requirements above.

However, the project price or segment price for projects GO21-2, GO21-3, GO22-1, GO22-2, GO22-3, and GO21-4 have not yet been paid. For project GO20-6 a portion of the project/segment price, $197,026.95 has also not yet been paid. Therefore, these projects do not yet meet this requirement of the Development Agreement.

4. The projects meets the requirements of the CID Act.

The projects linked to the interest payable in Project GO23-1 have already been approved and are not presented for consideration by the Board. The project linked to GO23-2 is Project GO21-4, as presented in Section VI.B above, and District staff have found that Project GO21-4 meets the requirements of the CID Act.

Therefore, it is the determination of the District staff that Projects GO23-1 and GO23-2 meet the requirements of the CID Act.

a. Identification of other Issues Raised by the Association.

Association Position: The Association has not raised any objections specific to Project GO23-1 or GO23-2

D. 2023 Project Legal Expenses

1. Description of request.

As part of 2023 Projects, this request would allow the District to expend general obligation bond proceeds to reimburse legal expenses that may be incurred should the Board approve the 2023 Projects via resolution HRCID-

1-2024, thereafter resulting in legal challenges. The use of bond proceeds to reimburse anticipated legal expenses would be limited to a maximum of $350,000.00.

2. Summary of staff recommendation.

The District staff recommend that the Board approve this expenditure. The requirements of the Development Agreement and the CID Act have been met. Therefore, we recommend that Board adopt resolution HRCID-1-2024, Section 4 (see Exhibit A– Project Resolution)

3. The expenditure meets the requirements of the Development Agreement.

Section 1.2 of the Development Agreement allows the District to retain legal advisors "as may be necessary to assist the District in its operations." In general, those expenses are considered administrative expenses, however, certain expenses "may be paid with the proceeds of Bonds".

Section 6.1(b)(iii) of the Development Agreement indicates bonds may be sold "in an amount sufficient; … to pay all relevant issuance costs related to the applicable series of the Bonds".

Because overcoming a legal challenge via judicial review or other legal mechanism may be necessary in order for the District to be able to issue the bonds, District staff determined that this project meets the requirements of the Development Agreement.

4. The expenditure meets the requirements of the CID Act.

Idaho Code, Section 50-3102(2) defines "community infrastructure" to include "expenses incident to and reasonably necessary to carry out the purposes of this chapter." Such incidental and reasonably necessary expenses include legal expenses necessary to defend the proper actions of the District when challenged. In other words, the requested legal expenses are a form of community infrastructure that can be funded by the District.

The purpose of the CID Act is "to encourage the funding and construction of regional community infrastructure in advance of actual developmental growth that creates the need for such additional infrastructure" and "to create additional financial tools and financing mechanisms that allow new growth to more expediently pay for itself." I.C. § 50-3101(a) and (c).

Approving the acquisition of community infrastructure and issuance of bonds to finance such acquisition furthers these purposes by funding construction of community infrastructure and requiring new growth through assessments to pay for such infrastructure. Challenges to the Board's final determinations to issue bonds to finance acquisition of community infrastructure delays and jeopardizes the ability of the District to carry out the purposes of the CID Act.

By incurring legal costs to participate in any judicial review proceeding that is brought and to defend the Board's final decisions approving acquisition of community infrastructure and related financing, the District is exercising its statutory powers to (i) implement the development of the District and carry out the purposes of the CID Act, (ii) incur legal expenses related to such implementation, and (iii) "prosecute and defend" final decisions of the Board (See I.C. §50-3105).

VII. Other Issues Raised by the Association

As of the writing of this report, the Association has submitted comments regarding GO21-4 as discussed above. However, District staff expect that the Association will at a minimum send objections which reference their previous objections . Those objections, and any objections submitted by others, will be provided separately should they be submitted.

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A. Exhibit A– Project Resolution

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, IDAHO), ADA COUNTY, IDAHO, MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO CERTAIN COMMUNITY INFRASTRUCTURE PROJECTS WITHIN THE DISTRICT; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho), Ada County, Idaho (the "District"), is a community infrastructure district of the State of Idaho and is duly organized and operating under Chapter 31, Title 50, Idaho Code, as amended (the "Act"), and the District is, except as otherwise provided in the Act, a political subdivision of the State of Idaho, separate and apart from the City of Boise City, Idaho (the "City"); and

WHEREAS, as provided by the Act, the District is a special limited purpose district possessing only those powers as set forth in the Act, including, but not limited to, the power to acquire community infrastructure and borrow money and incur indebtedness and evidence the same by certificates, notes, bonds or debentures (collectively, "District Obligations"), and use the proceeds of such District Obligations to pay the project price for such community infrastructure; and

WHEREAS, pursuant to the District Development Agreement No. 1, dated as of August 31, 2010 (the "Development Agreement"), by and among the City of Boise City, Idaho (the "City"), the District, and the Harris Family Limited Partnership (the "Developer"), the District has agreed to use proceeds of District Obligations to acquire approved community infrastructure caused to be constructed by the Developer; and

WHEREAS, the Developer has applied to the District for a determination by the Board of the Directors of the District (the "Board") that the interest in the real property dedicated for rights-of-way for certain public roadway improvements within the Dallas Harris Estates Townhomes Subdivision Phases No. 2, 6, 8, 9, and 11 and located within the District, in the aggregate principal amount of $1,874,0000 (which amount, plus accrued interest in an amount to be determined by the District Treasurer, plus the proportionate legal costs of the District, if any, relating to the District's legal defense of the Board's final determination relating to such project, in an amount determined by the District Treasurer, constitutes the project price) is due and owing pursuant to the Development Agreement and, pursuant to the Act, constitutes community infrastructure and expenses incident to and reasonably necessary to carry out the purposes of the Act (collectively, "Project No. GO21-4"); and

WHEREAS, the Developer has applied to the District for a determination by the Board of the Directors of the District (the "Board") that certain accrued interest, which District staff has confirmed in the aggregate amount of $312,458.10 (plus the proportionate legal costs of the District, if any, relating to the District's legal defense of the Board's final determination relating to such project, in an amount determined by the District Treasurer), be included in the respective purchase prices of Board approved community infrastructure is due and owing by the District

pursuant to the Development Agreement and is eligible to be paid from proceeds of District Obligations (collectively, "Project No. GO23-1").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE CITY, IDAHO), ADA COUNTY, IDAHO, as follows:

SECTION 1: PROJECT NO. GO21-4 – DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION PHASES NO. 2, 6, 8, 9, AND 11 PUBLIC ROADWAY RIGHTS-OF-WAY, FINDINGS AND DETERMINATIONS.

a) Upon review of the Staff Report dated January 24, 2024, as amended (the "Staff Report"), presented to the Board at this meeting, and upon agreement with the staff recommendation on Project No. GO21-4 and the bases therefore, which are incorporated herein by this reference, the Board hereby finds and determines that the improvements identified in Project No. GO21-4 constitute community infrastructure pursuant to the Act; and

b) the Board hereby further finds and determines that the aggregate of (i) the principal amount of $1,874,000.00, (ii) plus accrued interest thereon in an amount to be determined by the District Treasurer pursuant to Section 3 of this Resolution, (iii) plus the proportionate legal costs of the District, if any, in an amount determined by the District Treasurer pursuant to Section 3 of this Resolution relating to the District's legal defense of the Board's final determination on Project No. GO21-4 (the "GO21-4 Legal Costs"), constitute the project price for Project No. GO21-4; and

c) the Board hereby further finds and determines that the principal amount of $1,874,000.00, plus accrued interest thereon in an amount to be determined by the District Treasurer pursuant to Section 3 of this Resolution, is hereby authorized to be paid to the Developer and/or to Barber Valley Development, Inc. ("BVD") acting on the Developer's behalf, by the District from the proceeds of District Obligations pursuant to the Act and the Development Agreement; and

d) the Board hereby further finds and determines that the GO21-4 Legal Costs are expenses incident to and reasonably necessary to carry out the purposes of the Act and the District is hereby authorized to be reimbursed for such GO21-4 Legal Costs from the proceeds of District Obligations.

SECTION 2: PROJECT NO. GO23-1 – ACCRUED INTEREST, FINDINGS AND DETERMINATIONS.

Upon review of the Staff Report presented to the Board at this meeting, and upon agreement with the staff recommendation on this project and bases therefor, which are incorporated herein by this reference, the Board hereby finds and determines that Project No. GO23-1 – Accrued Interest identifies the proper and correct amount of accrued interest due and owing by the District pursuant to the Development Agreement and prior District approvals of the related projects and such amount of accrued interest ($312,458.10), plus the proportionate legal costs of the District, if any, in an amount determined by the District Treasurer pursuant to Section 3 of this Resolution

relating to the District's legal defense of the Board's final determination on Project No. GO23-1 (the "GO23-1 Legal Costs") is hereby approved to be paid by the District from the proceeds of District Obligations.

SECTION 3: DELEGATION. Pursuant to Idaho Code, Section 50-3104(6), the Board hereby delegates to the District Treasurer (i) the authority and duty to calculate and determine the amounts of accrued interest on Project No. GO21-4 due and owing by the District to the Developer pursuant to the interest calculation provided in the Development Agreement and to be paid from the proceeds of District Obligations and (ii) the authority and duty to calculate and determine the respective proportionate amounts of the GO21-4 Legal Costs and the GO23-1 Legal Costs up to a total aggregate amount of $350,000.00 based on the number of projects challenged, to be reimbursed to the District from the proceeds of District Obligations.

ADOPTED by the Board of Directors of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho), Ada County, Idaho, this 30th day of January, 2024.

APPROVED by the Chairperson of the Board of the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho), Ada County, Idaho, this 30th day of January, 2024.

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, IDAHO)
Ada County, Idaho

By: _____
Chairperson, Board of Directors

ATTEST:

_____
District Clerk

B. Exhibit B – Overview of the District

INTRODUCTION

The Harris Ranch Community Infrastructure District No. 1 ("the District") was created in 2010 to "encourage the funding and construction of regional community infrastructure in advance of actual developmental growth"[1] and "create additional financial tools and financing mechanisms that allow new growth to more expediently pay for itself"[2]. **The goal of this overview is to provide a description of the District's taxing powers and process and project acquisition functions**. This overview will focus on these topics and touch briefly on other topics only to support the explanation of taxing and project acquisition.

At its most basic level, the District's operations focus on levying taxes to pay for existing and future municipal bond issues. The bonds are used to pay for eligible community infrastructure.

*******Before diving into the details, one quick disclaimer, this document is not a legal interpretation of the Idaho State Code or the Developer Agreement. This writing is prepared from the staff perspective of the operations of the District.*******

EXECUTIVE SUMMARY

- Primary Stakeholders:
  - The residents of the District
  - The Developer/Owner
  - The District Board of Directors
  - Staff and Contractors of the District
- Governance and Formation:
  - The District's primary governing rules are from Idaho Code, Title 50, Chapter 31, and the District Development Agreement No. 1(the "Development Agreement") among the City of Boise City, Idaho (the "City"), Harris Family Limited Partnership (the "Owner" or "HFLP"), and the District.
- Taxes Levies/Assessments:
  - The District has three forms of tax levies/assessments:
    - General obligation bond levy – based on property value
    - Administrative levy – based on property value
    - Special Assessment – based on property size (acreage)
  - General obligation bond levies are set based on a 2.85 mill levy rate. That means 0.285% of the market value of all property within the District less any exemptions. The authority to issue bonds was granted by vote of all property owners in August 2010.
  - The administrative levy covers regular operational costs of the District and is capped at 0.01% of the market value of the District less any exemptions.
  - Special Assessment
    - The special assessment is used to pay for debt service on the 2011 Special Assessment Bond.
    - Each year the properties in the assessment area are assessed based on the Assessment Roll.
- Bonds and Project Acquisition:

[1] See Idaho Code § 50-3101(a) – Purpose, Relationship with other Laws and Short Title
[2] See Idaho Code § 50-3101(c)

    - Projects
        - Project eligibility is defined within Idaho State Code and the Developer Agreement. Projects must qualify as community infrastructure and benefit the District. Eligible project costs include planning, design, construction as well as other expenses.
        - All projects must follow the public bidding process.
        - The Developer submits an application for project approval. If the projects are eligible, then bonds are issued and proceeds used to acquire the projects.
    - Bond Issuance Process - Bonds are generally privately placed. The selection of a purchaser is bid out and the award is based on the most favorable terms.
- Public Meetings and Budget:
    - The District holds at least four annual meetings to review and approve the budget as well as resolutions to support the tax levies and assessments and bond issuance process.
    - Although all meetings are open to the public to attend, only the Budget Public Hearing is currently set up to receive live resident testimony.
- Conclusion - This document is a high-level summary. If you have additional questions, please contact District staff: boisetreasury@cityofboise.org

PRIMARY STAKEHOLDERS

- The residents of the District – the residents are the beneficiaries of the community infrastructure.
- The Developer (Owner) – there are two parties who comprise the Developer:
    - The Harris Family Limited Partnership owns the land on which the community infrastructure projects are built. HFLP is primarily paid for transfer of land or other real property interests into public ownership benefiting the District.
    - Barber Valley Development Inc. ("BVD") leads the development and construction of community infrastructure within the District on behalf of HFLP. BVD, on behalf of HFLP, is primarily paid for eligible community infrastructure project costs benefiting the District.
- District Board of Directors:
    - The District Board has three members. They are appointed by the City of Boise's City Council and are all City Council members.[3]
- Staff for the District:
    - The District does not have any full-time staff. Instead, it contracts with the City of Boise and other publicly-bid contractors to support its operations.

GOVERNANCE and FORMATION

The District follows Idaho State Code and the Development Agreement among HFLP, the City, and the District.

- Idaho Code, Title 50 (Municipal Corporations), Chapter 31 (Community Infrastructure District Act)
- Development Agreement

On April 2, 2010, the four managing members of the Harris Family Limited Partnership filed a petition with the City to create the District. A public hearing on the petition was held by the City Council on May 11, 2010, and the District was formally created by Resolution No. 20895 adopted by the City Council on May 11, 2010. Resolution No. 20895 was recorded in the real estate records of Ada County, Idaho, as Instrument No. 110054253 on June 11, 2010.

On May 21, 2010, a petition requesting the addition of property to the District was filed with the City Clerk and the District Clerk. A public hearing on the petition to add non-contiguous property to the District was held by the City Council on June 22, 2010, and the modification to the District's boundaries was formally approved by Resolution No. 20944 adopted by the City Council on June 22, 2010. Resolution No. 20944 was recorded in the real estate records of Ada County, Idaho, as Instrument No. 110067632 on July 23, 2010.

The District, the City, and the Developer entered into the Development Agreement on August 31, 2010. The Development Agreement details the process by which projects are constructed and acquired. The Development Agreement also covers matters related to the two types of bonds (general obligation bonds and special assessment bonds) issued by the District.

[3] See Idaho Code § 50-3104(2) – District Organization

TAX LEVIES AND ASSESSMENTS

There are three types of levies/assessments present in the District:

- General obligation bond levy
- Administrative levy
- Special-assessment

The first two tax levies, the general obligation bond levy and the administrative levy, are calculated based on the property value. The property value includes both land and improvements (i.e., the home). These levies are combined as a single line item (Tax District 151) on the tax form you receive from Ada County (see example below).

Tax Districts

Tax District	Levy	Description
1	0.002549212	ADA COUNTY
3	0.000121963	EMERGENCY MEDICAL
6	0.000771526	ADA COUNTY HIGHWAY DIST
7	0.004277232	SCHOOL DISTRICT NO. 1
14	0.005698506	BOISE CITY
43	0.000021765	MOSQUITO ABATEMENT
100	0.00012858	COLLEGE OF WESTERN IDAHO
151	0.002899964	CID HARRIS RANCH 1 ADMIN/BOND

Total Levy: 0.016468748000000002

The third category is the assessment based on the acreage of your property. We'll go into more detail in a bit. Let's first look at the levies.

General Obligation Levy and Bond Authority

The tax levy that supports general obligation bonds is based on the value of the property that is being taxed. The levy has been historically set at 0.285%. That means that if a property is worth $100,000 the owners will pay a tax of $285, or a tax of $1,425 for a $500,000 property.

This approach to taxation is unique to the District. Most taxing districts, such as the City, Ada County, and the school districts tax based on a relatively stable budget. In contrast the District has a fixed levy and its budget expands or contracts with the change in the aggregate property values of the District. This means that as property values rise, the levy of most taxing districts will decrease while the District's levy will remain fixed. The implication of this is that year-over-year in an environment of rapidly increasing property values, the District's tax levy will become larger.

This can be mitigated if the primary increase in the value of the District comes from new construction rather than higher property values.

Each year, the District staff take the estimated value of the entire District and multiply it by 0.285%. We then subtract the amount that is currently used to pay for debt service on the District's bonds that are still outstanding. The remaining capacity is used to determine the size of the current year's bond issuance.

For example:

1. The estimated value of the District for 2020 was $348,521,600
2. Multiply that by 0.285% and you get $993,286.56
3. The debt service for outstanding bonds for 2020 was $833,999
4. The difference between the two is $159,287.14. This is the amount that is pledged for the annual payment towards new debt.

Issuance of the general obligation bonds that are supported by the levy was authorized by an election of the qualified electors within the District on August 3, 2010. The qualified electors voted unanimously to authorize the District to issue general obligation debt with a cumulative principal amount of $50 million. The authority to issue was authorized for thirty years from the date of the election. Appendix A shows the amounts of general obligation debt that has been issued to date as well as how much of the $50 million authorization is left.

On September 20, 2010, notice of the District's authority to issue general obligation bonds in one or more series up to $50 million over thirty years was caused to be recorded by the District against all real property located within the District's boundaries as Ada County, Idaho, Instrument No. 110087657. Such recorded notice also describes the District's authority to issue special assessment bonds to be repaid from special assessments on the real property located within Assessment Area One.

Administrative Levy

The administrative levy is used "to reimburse or defray the administrative expenses of the district pursuant to a district development agreement."[4] The levy is capped at 0.010% of the value of the District. As we noted above, it is combined with the general obligation bond levy on your property tax statement. For the Fiscal 2021 Budget, the Administrative Levy was set at $15,100 or 0.004% of the estimated value of the District.

Special Assessment

Instead of being calculated on the value of the property, the Special Assessment is calculated based on a benefits-derived method and the acreage of the property being assessed pursuant to the Assessment Roll. The properties that are assessed for the special assessment are within the boundaries of Assessment Area One. While Assessment Area One falls entirely within the boundaries of the District, its area is smaller than that of the District.

The Special Assessment is used to support the debt service payments for the 2011 Special Assessment Bond and administrative costs. The District chose to issue a Special Assessment Bond because the market value of the District was too small to support meaningful community infrastructure acquisition using general obligation bonds. Because of the high administrative burden of this type of bond, the District and the Developer do not plan to issue another bond of this type.

[4] See Idaho Code § 50-3113 – Cost of Administration

Each year the District Board approves the special assessment by resolution entered upon the minutes of the District Board and District certifies to the Ada County Board of County Commissioners the amount of special assessments to be collected in the same form and manner as property taxes are collected.

Unlike the general obligation bonding authority, no election is required for special assessments[5]. Instead, a petition from a minimum of two-thirds of the owners is submitted, a public hearing is held, and the District Board votes on a resolution approving the special assessment. The actual issuance of bonds is considered in a separate resolution. In that resolution, the District Board can approve the issuance of special-assessment bonds up to the amount that can be supported by the special-assessment.

BONDS and PROJECT APPROVAL

Projects

The proceeds of both the general obligation and special-assessment bonds are used to pay the Developer for eligible community infrastructure. For full details on what constitutes community infrastructure, please reference Idaho Code § 50-3102(2). For the purposes of this overview, the key things to understand are:

- Improvements must have a substantial nexus to the District and be located within the boundaries of the District.
- Improvements cannot be fronting individual single-family residential lots.
- "Community infrastructure includes planning, design, engineering, construction, acquisition or installation of such infrastructure, including the costs of applications, impact fees, and other fees, permits and approvals related to the construction, acquisition or installation of such infrastructure".

The Development Agreement adds other requirements that improvements must meet to be reimbursable:

- All infrastructure projects must follow the public bidding process according to Idaho Code[6].
- The Developer/Owner submit applications requesting approval of community infrastructure. The District Board cannot unreasonably deny or refuse to consider these applications, approve them, or take action to issue bonds to fund the acquisition of the projects[7].
- The District also pays the Owner for reasonable costs and expenses related to carrying out the purposes of the District[8].
- Similarly, the District also reimburses the City of Boise and its vendors for costs and expenses related to the operations of the District[9].

Each year the Developer submits applications for project approval and acquisition. The District staff reviews the applications to confirm that the requirements above have been met. Additionally, the District

[5] See Idaho Code § 50-3109(1) – Special Assessments - Bonds
[6] See Developer Agreement – Section 1.5 and Idaho Code § 67-5711C Construction of Public Projects
[7] See Developer Agreement – Section 1.6
[8] See Developer Agreement – Section 1.8
[9] See Developer Agreement – Section 1.4, this is governed by Idaho Code § 50-3105

contracts with external bond counsel to review the applications to confirm that the projects meet IRS requirements for payment from tax-exempt bond proceeds.

One important note, until eligible projects are paid for from bond proceeds such projects accrue interest at a rate of prime plus two percent. The interest is simple interest.

The Developer/Owner is paid for eligible projects based on the size of the bonds. The size of the bonds is based on the amount of tax levy that can be used to support new issuances.

Bond Issuance Process

Because of the relatively small size of the District's bond issuance, the District generally sells the bonds directly to a single purchaser, rather than conducting a public sale. To select the purchaser of the bond, the District conducts a Request for Proposal (RFP) with potential buyers throughout the US. Each prospective purchaser provides a term sheet with its proposed lending terms. The District awards the bid based on the most favorable terms. Among the terms that the District has historically sought are those that will minimize the interest paid, allow for future flexibility to refinance, and longer lending terms in order to maximize the bond proceeds.

PUBLIC MEETINGS and BUDGET

Let's bring all this together. All of the items we've discussed are linked together through a budget and public meetings process, which we'll now review. At present, there are four meetings, all of which are open to the public. Only one meeting is a public hearing where residents can provide live comment.

1. **Service Agreements:** During the first meeting, the District Board reviews and approves the service agreements from the vendors that will support the bond issuance and special- assessment process.
2. **Budget Workshop**: In the second meeting, the District Staff presents a proposed budget for the next fiscal year. The District Board provides comments.
3. **Budget Public Hearing**: The third meeting is the opportunity for the residents to provide their comments to the proposed budget. The District Staff put a notice in the Idaho Statesman and post notices in the postal pavilions throughout the District. This is done a minimum of ten days prior to the meeting per Idaho Code[10]. After receiving resident testimony, the District Board votes on the budget.
4. **Bond Resolution / Assessment Roll Resolution / L-2 Resolution:** During the final meeting, the District Board votes on resolutions regarding the bonds, the special-assessment rolls, and the L-2.
    a. **Bond Resolution**: The bond resolution acts as the agreement between the District and the purchaser, along with the formal bond purchase proposal. The bond resolution and bond purchase proposal provide the terms of the bonds, including repayment terms, loan covenants, and interest rates.
    b. **Assessment Roll Resolution**: This is the Engineer's Report mentioned in the Special Assessment Discussion.
    c. **L-2 Resolution**: The L-2 is the document submitted to Ada County that contains the dollar levy amounts that will be assessed for the general obligation bond levy and the administrative levy.

FREQUENTLY ASKED QUESTIONS

1. Why are there pockets within the District that do not pay the General Obligation tax levy?
    a. In 2010, when the Owners voted to create the District, there were subdivisions that had already been built. Because the owners within those subdivisions did not join the District at its creation, they are not subject to any of the taxes of the District.
    b. Idaho State law prevents those homeowners from being forced to join the District, they can only join voluntarily.
    c. Because the bonding authority that the residents and Owners voted to authorize extends for 30 years (and up to $50 million), anyone who purchases property within the District takes on the obligation pay debt issued within the framework of the bonding authority.

CONCLUSION

This overview is a high-level summary of the operational process that the District goes through each year in assessing taxes and issuing bonds for project reimbursement. If you have additional questions, please reach out to the District Staff: boisetreasury@cityofboise.org

APPENDIX A

General Obligation Bond Authorization Tracking

Series	New Bond Amount	Authorization Balance	Reimbursement
		$50,000,000	
2010	$75,000	$49,925,000	60,052.00
2013	$319,000	$49,606,000	244,475.00
2014	$77,000	$49,529,000	52,000.00
2015	$3,744,404	$45,784,596	3,336,547.01
2016	$1,331,390	$44,453,206	1,188,582.81
2017	$1,801,193	$42,652,013	1,628,202.15
2018	$1,979,736	$40,672,277	1,884,712.85
2019	$3,921,911	$36,750,366	3,804,938.82
2020	$2,121,599	$34,628,767	2,029,759.87
Total	$15,371,233		14,229,271
GO	$15,371,233		$14,229,271
SA	$3,920,000		$2,726,851
	$19,291,233		$16,956,121

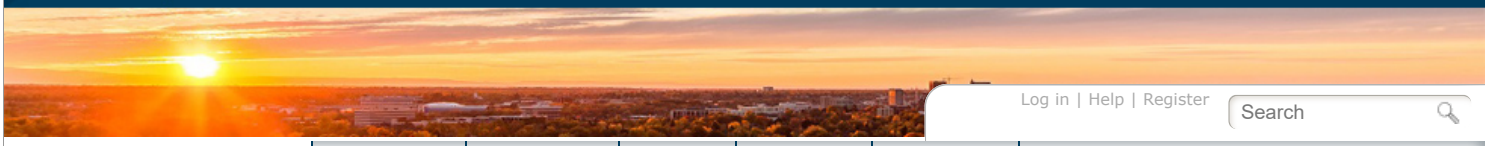
APPENDIX B

Bond Details

Series	Principal	Issuance Date	Maturity	Interest Rate	Total Interest	Total Debt Service
2010	$75,000	10/6/2010	9/15/2015	7.00%	$25,570	$100,570
2011	-	-	-	-	-	-
2012	-	-	-	-	-	-
2013	319,000	8/29/2013	9/15/2018	3.57%	37,265	356,265
2014	77,000	9/4/2014	9/15/2015	2.56%	2,031	79,053
2015	3,744,404	8/18/2015	8/15/2045	3.44%	2,303,582	6,047,986
2016	1,331,390	8/25/2016	9/30/2036	2.19%	326,103	1,657,493
2017	1,801,193	9/15/2017	8/15/2037	2.74%	558,701	2,359,894
2018	1,979,736	9/12/2018	8/15/2033	3.71%	630,261	2,609,997
2019	3,921,911	9/24/2019	8/15/2039	2.80%	1,238,092	5,160,003
2020	2,121,599	9/10/2020	8/15/2039	2.24%	422,400	2,543,999
Totals	$15,371,233			2.97%	$5,544,006	$20,915,261
GO	15,371,233			2.97%	5,544,006	20,915,261
SA	3,920,000			9.00%	7,384,105	11,304,105
	$19,291,233			**4.20%**	**$12,928,111**	**$32,219,366**

C. Exhibit C – Website Notice

CITY of BOISE



Harris Ranch Community Infrastructure District No. 1

Upcoming Meetings

Full Calendar RSS

January, 2024

Jan 30, 2024 2:00 PM
Regular Meeting - City Hall - Maryanne Jordan City Council Chambers

See more . . .

Past Meetings

Full Calendar RSS

December, 2023

Dec 19, 2023 1:30 PM
Regular Meeting - City Hall - Maryanne Jordan City Council Chambers
Agenda | Agenda Packet | Minutes | Minutes Packet | Video

October, 2023

Oct 24, 2023 2:00 PM
Regular Meeting - City Hall - Maryanne Jordan City Council Chambers
Cancelled

September, 2023

Sep 26, 2023 9:00 AM
Regular Meeting - City Hall - Maryanne Jordan City Council Chambers
Agenda | Agenda Packet | Minutes | Minutes Packet |

August, 2023

Aug 22, 2023 3:00 PM
Regular Meeting - City Hall - Maryanne Jordan City Council Chambers
Agenda | Agenda Packet | Minutes | Minutes Packet | Video

See more . . .

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Public Meetings

Meeting Calendar

See a list of upcoming meetings.

VIEW CALENDAR

Watch a Meeting

See what's streaming now or watch a past meeting.

WATCH NOW

How to Participate

Learn how to sign up to testify or submit written testimony.

LEARN MORE

Meeting Archives

View past meetings, agendas and minutes.

LEARN MORE

Public Meetings

Meetings are held in a hybrid format allowing both virtual and in-person attendance.

Watch Live (YouTube)

Watch meetings on the city's Public Meetings YouTube Channel.

Participate Virtually (Zoom)

Click on the individual meeting for information on how to sign up to testify at the meeting.

Attend at City Hall

Boise City Hall | 150 N. Capitol Blvd. | Boise, ID 83702

January 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31	1	2 **3:30pm** Cancelled - City Council Work Session **6:00pm** Cancelled - City Council Meeting	3 **4:00pm** Cancelled - Public Works Commission **4:00pm** Open Space and Clean Water Advisory Committee - CANCELLED **5:00pm** Arts & History Commission - CANCELLED	4	5	6
7	8 **5:15pm** Planning and Zoning Commission **6:00pm** Planning and Zoning Commission	9 **3:30pm** Cancelled - City Council Work Session **5:00pm** City Council Meeting **6:00pm** Cancelled - City Council Meeting	10 **9:00am** Cancelled - Special Events Team **12:00pm** Cancelled - Development Impact Fee Advisory Committee **5:45pm** Design Review Commission Work Session **6:00pm** Design Review Commission	11 **3:30pm** Ethics Commission	12	13
14	15	16 **3:30pm** Cancelled - City Council Work Session **6:00pm** Cancelled - City Council Meeting	17	18 **4:00pm** Parks and Recreation Commission – Monthly Meeting	19	20
21	22	23 **8:00am** City Council Strategic Planning Session **12:00pm** City Council Meeting	24 **9:30am** Special Events Team	25 **1:00pm** Planning and Zoning Commission Work Session	26	27
28	29 **5:45pm** Historic Preservation Commission Work Session **6:00pm** Historic Preservation Commission	30 **2:00pm** Harris Ranch Community Infrastructure District No. 1 **3:30pm** City Council Work Session **6:00pm** City Council Meeting	31	1	2	3
4	5 **5:00pm** Planning and Zoning Commission Work Session **6:00pm** Planning and Zoning Commission	6 **3:30pm** City Council Work Session **6:00pm** City Council Meeting	7 **4:00pm** Open Space and Clean Water Advisory Committee **4:00pm** Public Works Commission **5:00pm** Arts & History Commission	8	9	10

How to Participate

Before the Meeting

Written Testimony - Written testimony must be submitted by 5 p.m. on the Thursday before the hearing. This deadline ensures your testimony is included in the agenda packet.

Submit testimony to the following email addresses for the appropriate review board:

City Council: citycouncil@cityofboise.org

Planning and Zoning, Historic Preservation and Design Review: zoninginfo@cityofboise.org

Register to Testify - You can register in advance by clicking the meeting on the above calendar and following directions to sign up. Advanced sign up closes at noon the day of the hearing.

Review Public Hearing Requests - Learn more about items scheduled for upcoming public hearings on the Public Hearing and Special Business page.

Preparing for the Meeting

Meetings are hosted through Zoom.

Before the hearing, visit Zoom.us to download the software. If you plan to testify, use the Zoom Meeting Test to check your settings before the meeting.

Need to share a presentation? Zoom works best on a computer.

No microphone or audio capability? Call in to participate by via telephone. Click on the Zoom link to register and receive an email with instructions on how to dial in.

Smart phones work to participate in public hearings but screen sharing functions are limited.

We recommend having the Zoom meeting portal up and ready before the meeting begins.

Meeting Information

Register to Testify - You can register in advance by clicking the meeting on the above calendar and following directions to sign up. Advanced sign up closes at noon the day of the hearing.

You can still speak at the meeting, even if the online sign-up sheet has closed. Members of the public are allowed to speak after everyone on the sign-up list has spoken. For each item, in-person testimony will be heard before online testimony.

Want to know more about the meeting process? Check out the Providing Testimony at a Public Hearing page.

During the Public Meeting

Please be patient and respectful of others while testifying. We reserve the right to silence or remove any participant who is not respectful during public testimony.

All public hearings are moderated. The moderator will allow participants to speak in an orderly fashion similar to in-person public hearing procedures.

If you are an applicant, neighborhood association leader, or listed on the sign-up sheet, you will be recognized and prompted to speak for the allotted time.

After everyone on the sign-up sheet has spoken, other attendees may “Raise their Hand” in the Zoom platform to signify that they wish to speak on the item as well. If you are calling in, dial *9 to raise your hand.

Everyone has up to 3 minutes to speak, except for applicants and neighborhood association leaders, who may have additional time allotted and communicated in advance.

Technical Difficulties? Please contact the Zoom Help Center.

Be 'In the Know,'

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Email Address

Zip Code

City of Boise
150 North Capitol Blvd.
Boise, ID 83702

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Harris Ranch Community Infrastructure District No. 1

January 30, 2024 2:00 p.m.

Harris Ranch Community Infrastructure District No. 1

The regular monthly meeting for the Harris Ranch Community Infrastructure District No. 1 meeting is scheduled for February, March, June, July, August and October of 2023 and are held in the Maryanne Jordan City Council Chambers on the 3rd floor of City Hall. Please note that times, dates and location are subject to change. Please see Meeting Agendas for detailed information about a specific meeting.

All public meetings are held in a hybrid format allowing both virtual and in-person attendance to ensure compliance with the Idaho Open Meetings Law. Additionally, the meeting location is accessible for those with physical disabilities. Participants may request reasonable accommodations, such as a language interpreter, from the City of Boise to facilitate participation in the meeting. If you require assistance with accommodation, please contact us at CommunityEngagement@cityofboise.org or call (208) 972-8500.

Meeting Agenda

Watch meeting on YouTube

What is the Harris Ranch CID?

The Harris Ranch Community Infrastructure District No. 1 is a separate and distinct legal entity from the City of Boise created in accordance with Idaho Code Title 50 Chapter 31, which encourages the funding and construction of regional community infrastructure in advance of actual development growth. The District facilitates the cost of community infrastructure projects for Harris Ranch primarily through the issuance of municipal bonds.

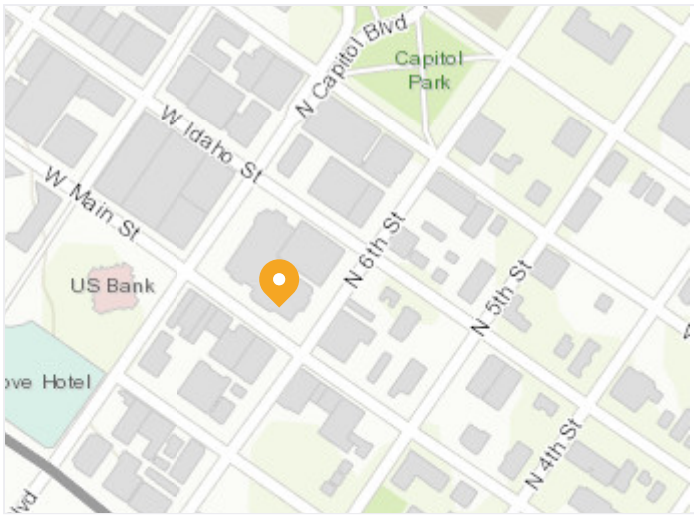
LEARN MORE

DATES

January 30, 2024
2:00 p.m.

LOCATION

City Hall
150 N Capitol Blvd



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150 North Capitol Blvd.
Boise, ID 83702

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Notice of Public Meeting (PDF)

Watch meeting on YouTube

Notice of Public Meeting

The Harris Ranch Community Infrastructure District No. 1 intends to consider adopting a resolution authorizing the acquisition of certain community infrastructure under Chapter 31, Title 50, Idaho Code, as amended, including interest in real property and improvements, along with the payment of potential legal fees, and the payment of accrued interest included in the purchase price of community infrastructure previously acquired by the District, as submitted for review and approval by the Harris Family Limited Partnership and Barber Valley Development, Inc (collectively the “Developer”).

If adopted, the resolution establishes the purchase prices for these interest in real property, improvements, accrued interest, and legal fees, and authorizes payment of the respective purchase prices to the Developer.

The following items will be considered as part of this resolution:

1.) Project GO21-4: Southern Half Roadway Parcels with a requested purchase price of $1,874,000.00
2.) Project GO23-1: Accrued Interest for various projects that have been determined as eligible for purchase for a requested purchase price of $2,279,144.15
3.) Project GO23-2: Accrued Interest for Southern Half Roadway Parcels project with a requested purchase price of $567,760.34

More information on these items can be requested from boisetreasury@cityofboise.org or by visiting https://www.cityofboise.org/departments/finance-and-administration/city-clerk/harris-ranch-cid/

The meeting to consider this resolution will be held online and in-person at City Hall, 150 N Capitol Blvd, Boise Idaho, in the Maryanne Jordan City Council Chambers. This meeting is not a public hearing, there will not be oral testimony taken during the meeting. You are invited to send written comments to the Board for consideration by e-mailing your comments and/or questions to boisetreasury@cityofboise.org.

Please provide written comments by the end of Friday, January 26, 2024.

What is the Harris Ranch CID?

The Harris Ranch Community Infrastructure District No. 1 is a separate and distinct legal entity from the City of Boise created in accordance with Idaho Code Title 50 Chapter 31, which encourages the funding and construction of regional community infrastructure in advance of actual development growth. The District facilitates the cost of community infrastructure projects for Harris Ranch primarily through the issuance of municipal bonds.

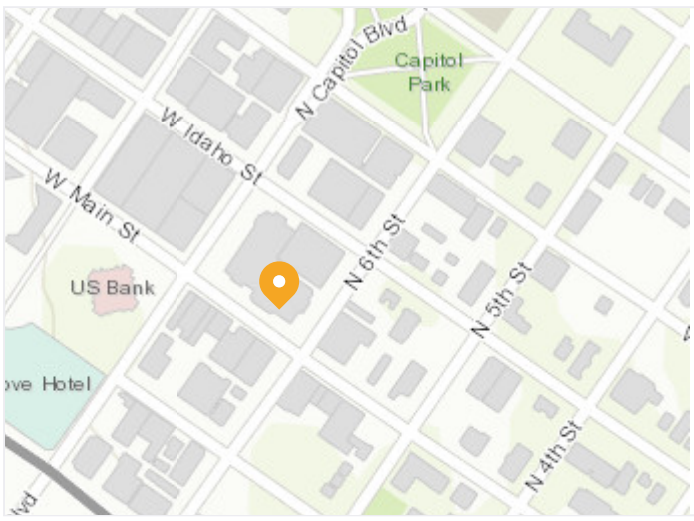
LEARN MORE

DATES

January 30, 2024
2:00 p.m.

LOCATION

City Hall
150 N Capitol Blvd



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Boise, ID 83702

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Harris Ranch Community Infrastructure District No. 1

January 30, 2024 2:00 p.m.

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Watch meeting on YouTube

Notice of Public Meeting

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If adopted, the resolution establishes the purchase prices for these interest in real property, improvements, accrued interest, and legal fees, and authorizes payment of the respective purchase prices to the Developer.

Project	Amount	Purchase Request	Comments/Objections	Review/Recommendations
Project GO21-4: Southern Half Roadway Parcels	$1,874,000.00	Developer Purchase Request Completeness Letter	Letter of Objection – Failed Election Letter of Objection - Budget	Graybadger report Staff Report (upcoming)
Project GO23-1	$2,279,144.15	CID Interest on Approved Projects		Staff Report (upcoming)
Project GO23-2	$567,760.34	CID Interest on Southern Half Roadways		Staff Report (upcoming)

More information on these items can be requested from boisetreasury@cityofboise.org or by visiting https://www.cityofboise.org/departments/finance-and-administration/city-clerk/harris-ranch-cid/

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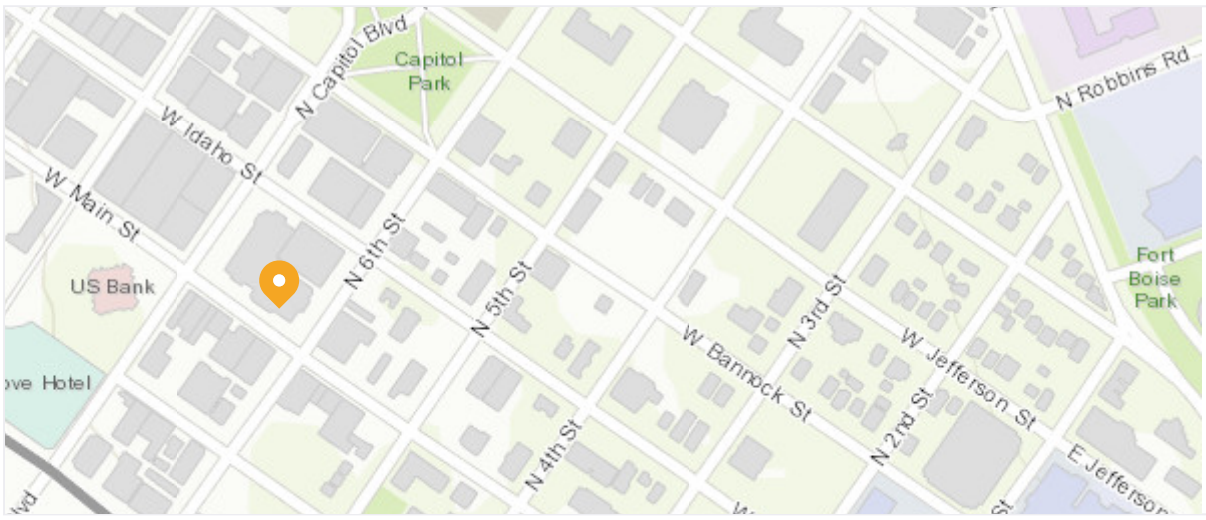
LEARN MORE

DATES

January 30, 2024
2:00 p.m.

LOCATION

City Hall
150 N Capitol Blvd



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Visitors
Business
Government
Departments & Programs

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Zip Code

City of Boise

150 North Capitol Blvd.
Boise, ID 83702

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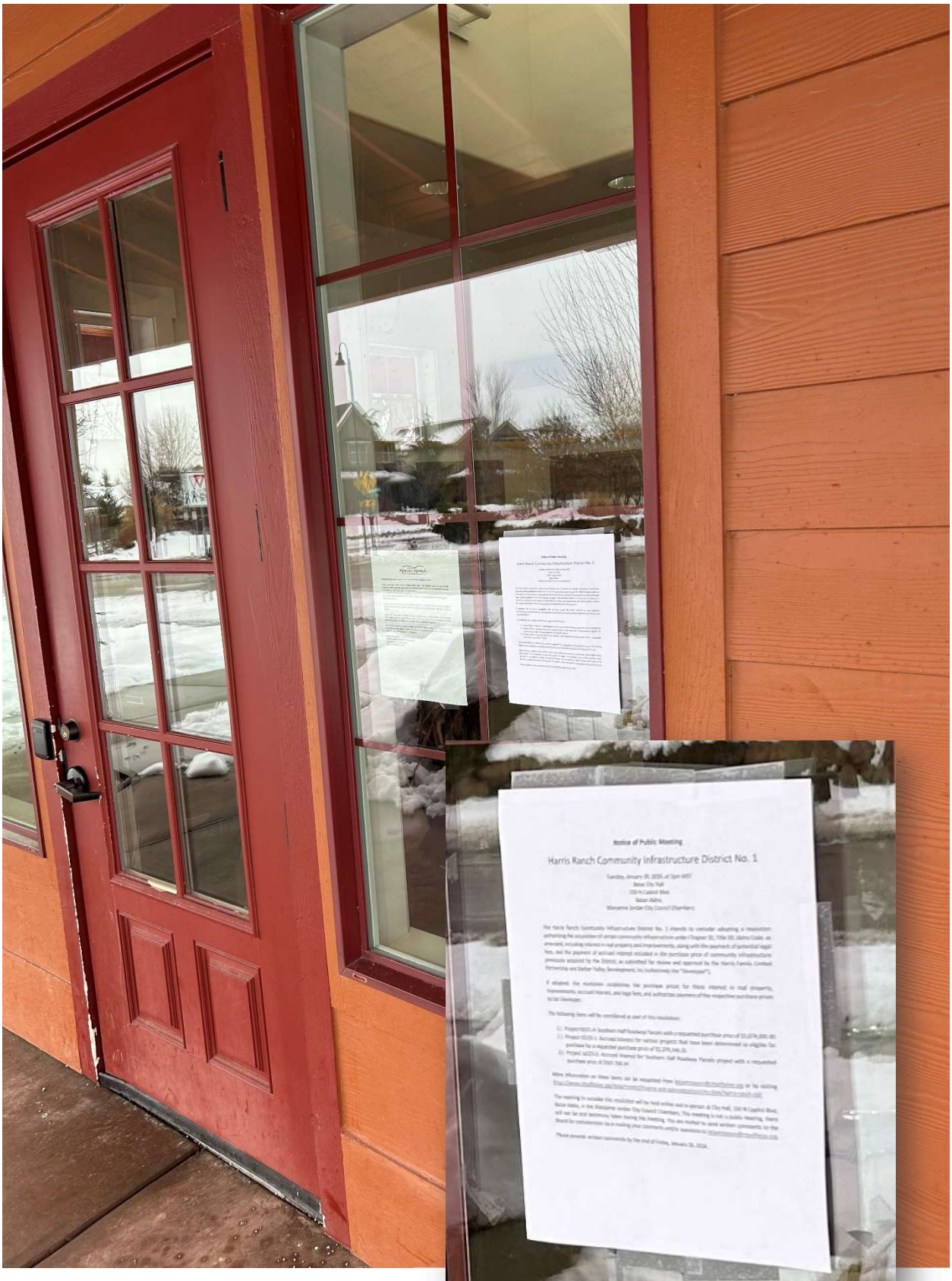
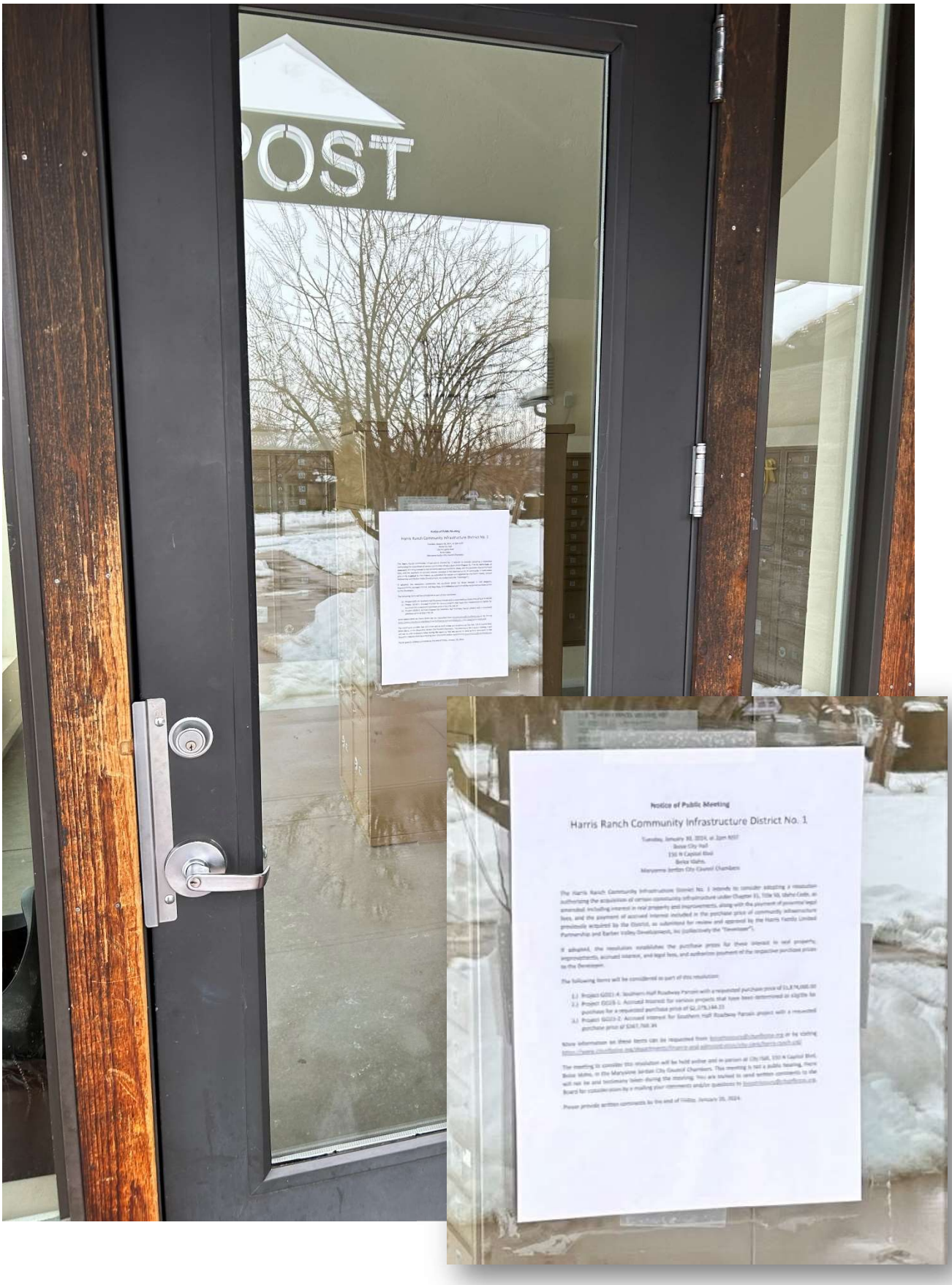
D. Exhibit D – Postal Pavilion Postings

3623 E Warm Springs Ave Boise, ID

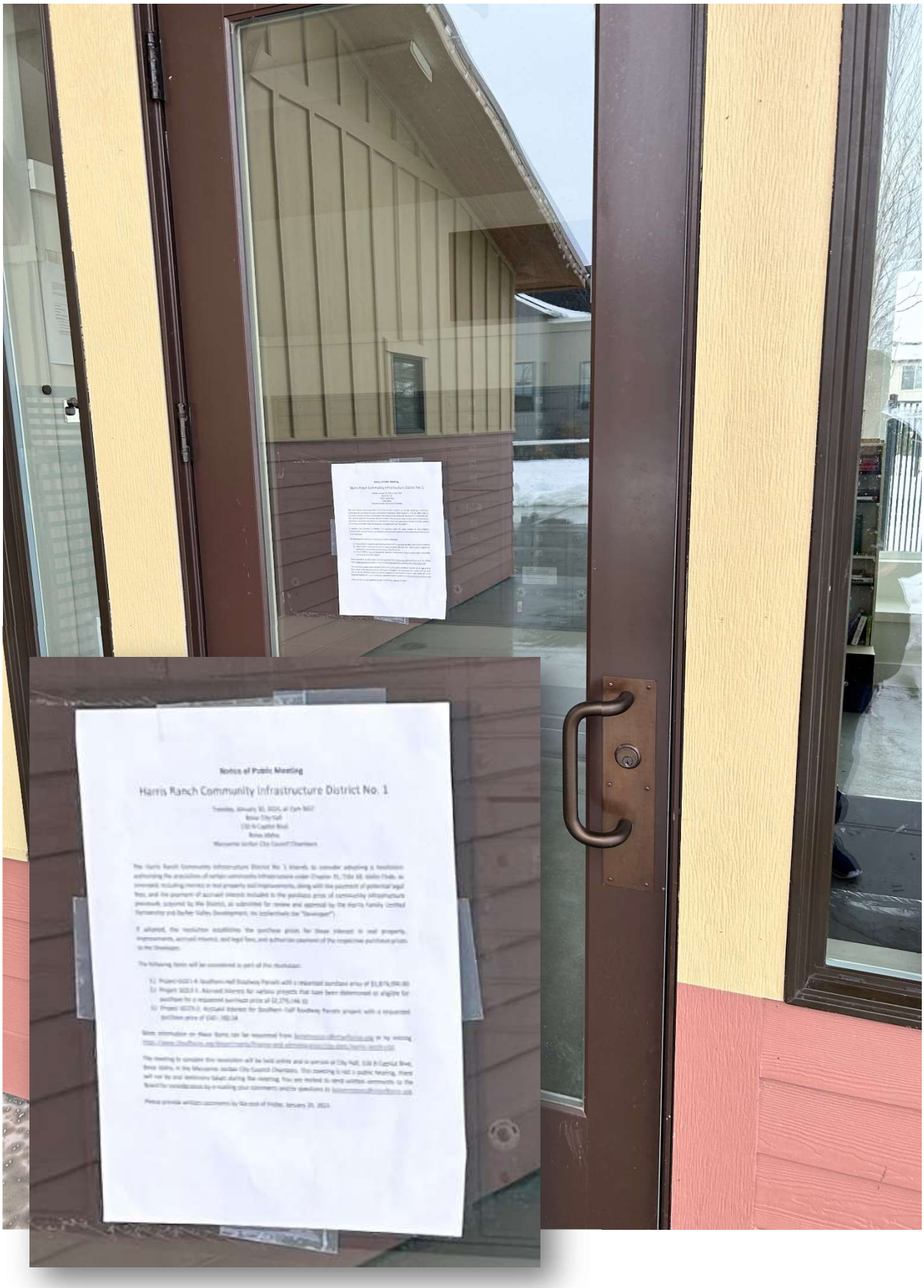


5759 E Barber Dr Boise, ID

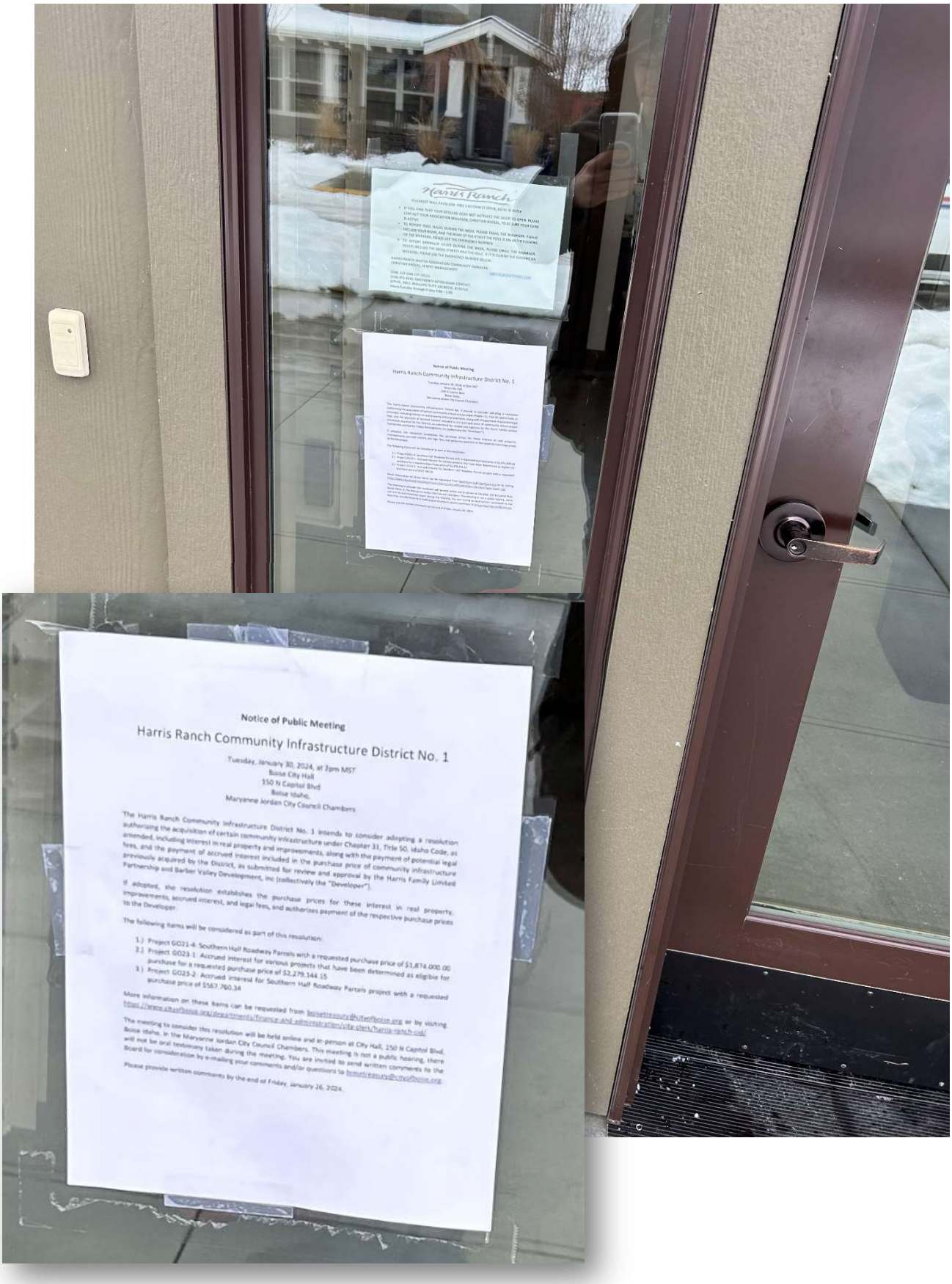
2750 S Palmatier Way Boise, ID



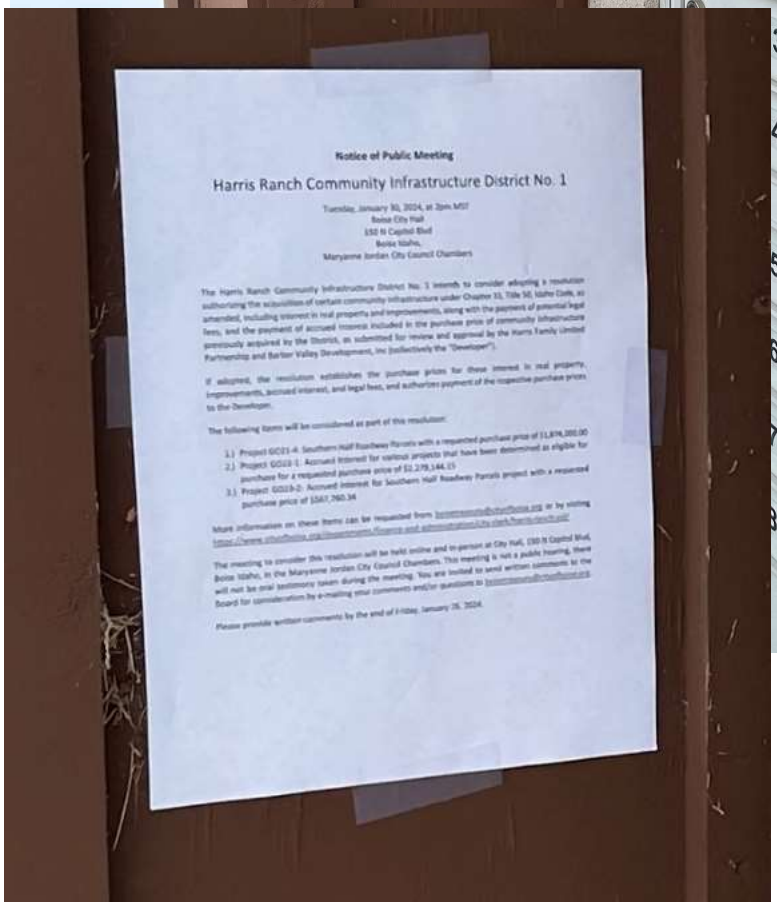
2980 S Millbrook Way Boise, ID



4451 E Rivernest Dr Boise, ID



3601 S Caddis Way Boise, ID 83716



Notice of Public Meeting

Harris Ranch Community Infrastructure District No. 1

Tuesday, January 30, 2024, at 2pm MST
Boise City Hall
150 N Capitol Blvd
Boise Idaho,
Maryanne Jordan City Council Chambers

The Harris Ranch Community Infrastructure District No. 1 intends to consider adopting a resolution authorizing the acquisition of certain community infrastructure under Chapter 33, Title 50, Idaho Code, as amended, including interest in real property and improvements, along with the payment of potential legal fees, and the payment of accrued interest included in the purchase price of community infrastructure previously acquired by the District, as submitted for review and approval by the Harris Family Limited Partnership and Barber Valley Development, Inc (collectively the "Developer").

If adopted, the resolution establishes the purchase prices for these interest in real property, improvements, accrued interest, and legal fees, and authorizes payment of the respective purchase prices to the Developer.

The following items will be considered as part of this resolution:

1.) Project GCI1-4: Southern Half Roadway Parcels with a requested purchase price of $1,874,301.00
2.) Project GCI1-1: Accrued interest for various projects that have been determined as eligible for purchase for a requested purchase price of $2,278,144.15
3.) Project GCI1-2: Accrued interest for Southern Half Roadway Parcels project with a requested purchase price of $567,760.34

More information on these items can be requested from boisemayor@cityofboise.org or by visiting https://www.cityofboise.org/departments/finance-and-administration/city-clerk/boards/

The meeting to consider this resolution will be held online and in-person at City Hall, 150 N Capitol Blvd, Boise Idaho, in the Maryanne Jordan City Council Chambers. This meeting is not a public hearing, there will not be oral testimony taken during the meeting. You are invited to send written comments to the Board for consideration by e-mailing your comments and/or questions to boisemayor@cityofboise.org.

Please provide written comments by the end of Friday, January 26, 2024.

E. Exhibit E – Meeting Notifications

David Hasegawa

From: David Hasegawa
Sent: Friday, January 19, 2024 9:08 AM
To: 'Harris Ranch CID Taxpayers'; 'Bill Doyle'
Subject: RE: New HRCID Project Purchase Requests

Good morning Bill and Larry,

One update – the Board will not consider the Conservation Easement in the January 30th meeting. The other three projects will be considered.

Thank you,
David Hasegawa
208-972-8174

From: David Hasegawa
Sent: Tuesday, January 9, 2024 4:56 PM
To: Harris Ranch CID Taxpayers <hrcidtaxpayers@gmail.com>; Bill Doyle <Bill.Doyle@protonmail.com>
Subject: RE: New HRCID Project Purchase Requests

Good afternoon Larry and Bill,

On Tuesday, January 30, 2024 – the HRCID Board will hear resolutions to consider the Developer's purchase requests for the two interest accrual projects I sent you in my e-mail from December 30, 2023, as well as the Southern Half Roadway Parcels. I also anticipate 2007 Conservation Easement will be considered as well. The meeting time is tentatively set for 2pm MDT – the final time will be noticed by end-of-day, Friday, January 19th, 2024.

- GO20-7 2007 Conservation Easement
- GO21-4 Southern Half Roadway Parcels
- GO23-1 Accrued Interest – Tranche II
- GO23-2 Accrued Interest – Southern Half of Roadway Parcels

Thank you,
David Hasegawa
208-972-8174

From: David Hasegawa
Sent: Saturday, December 30, 2023 2:28 PM
To: Harris Ranch CID Taxpayers <hrcidtaxpayers@gmail.com>; Bill Doyle <Bill.Doyle@protonmail.com>
Subject: New HRCID Project Purchase Requests

Hello Bill and Larry,

I hope the two of you had a wonderful Christmas. Attached are two new project purchase requests from the Developer. I've also added the Developer's completeness letter for the Southern Half Roadways project.

Thank you,
David Hasegawa

208-972-8174

F. Exhibit F- Development Agreement

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT .00 76
BOISE IDAHO 11/30/10 03:40 PM
DEPUTY Lisa Bell
RECORDED - REQUEST OF
Boise City
110112805

When recorded, return to:

Dick Mollerup, Esq.
Meuleman Mollerup
755 W. Front St
Suite 200
Boise, ID 83702

DISTRICT DEVELOPMENT AGREEMENT NO. 1

FOR THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, IDAHO) (Including the June 22, 2010 modifications thereto)

by and among

CITY OF BOISE, IDAHO,

HARRIS RANCH DISTRICT COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, IDAHO),

and

HARRIS FAMILY LIMITED PARTNERSHIP

Dated as of August 31, 2010

Exhibit A

DISTRICT DEVELOPMENT AGREEMENT NO. 1
FOR THE HARRIS RANCH
COMMUNITY INFRASTRUCTURE DISTRICT NO. 1
(CITY OF BOISE, IDAHO)

ARTICLE I	COMMUNITY INFRASTRUCTURE DISTRICT	4
ARTICLE II	CONSTRUCTION OF PROJECTS BY OWNER	6
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THIS DISTRICT DEVELOPMENT AGREEMENT NO. 1 FOR THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, IDAHO), as modified on June 22, 2010, is entered into this _____ day of _____, 2010, (hereinafter referred to as the "***Agreement***"), by and among the City of Boise, Idaho, a municipal corporation duly incorporated in accordance with the laws of the State of Idaho (hereinafter referred to as the "***Municipality***"), Harris Ranch Community Infrastructure District No. 1, a Community Infrastructure District duly formed and organized by the Municipality and validly existing pursuant to the laws of the State of Idaho (hereinafter referred to as the "***District***"), and Harris Family Limited Partnership, duly formed, validly existing and authorized to do business pursuant to the laws of the State of Idaho; and Alta M. Harris (as to a life estate); (hereinafter referred to as the "***Owner(s)***") having an interest in all or substantially all of the real property within the District. Other persons owning or having an interest in any real property within the District (collectively, the "Other Parties"), have acknowledged and agreed to the terms and provisions of the Agreement and have consented to the recording of this Agreement as a binding encumbrance against their respective property, by the execution of the Consent and Agreement attached hereto.

W I T N E S S E T H :

WHEREAS, this Agreement is being entered into pursuant to The Community Infrastructure District Act codified at Title 50, Chapter 31, Idaho Code, (hereinafter referred to as the "***Act***"), and is in addition to, but does not supplant any development agreement entered into between the Municipality and the Owner pursuant to Section 67-6511A, Idaho Code. The Municipality, the District, the Owner and Other Parties enter into this "District Development Agreement," as that term is defined in Section 50-3102, Idaho Code, to establish the obligations of the parties with regard to the property described in *Exhibit A* attached hereto and incorporated by reference (hereinafter referred to as the "***Property***") which is comprised of the real property included within the boundaries of the District and includes the property added to the District by resolution of the Board June 22, 2010. This District Development Agreement sets forth the understanding of the parties regarding District financing and development, which includes: intergovernmental agreements; the ultimate public ownership of the community infrastructure financed by the District; the understanding of the parties with regard to future annexations of the property into the District; the total amount of bonds to be issued by the District and the property taxes and special assessments to be levied and imposed to repay the bonds and the provisions regarding the disbursement of bond proceeds; the financial assurances, if any, to be provided with respect to the bonds; impact and other fees imposed by governmental authorities, including fee credits, prepayment and/or reimbursement with respect thereto; and other matters relating to the community infrastructure, such as construction, acquisition, planning, design, inspection ownership and control; and

WHEREAS, this District Development Agreement is consistent with the "General Plan" of the District, as that term is defined in Section 50-3102, Idaho Code, and more fully set forth in Section 50-3103, Idaho Code, applicable to the Property on the date this Agreement is executed (hereinafter referred to as the "***General Plan***"); and

WHEREAS, general obligation bonds (hereinafter referred to as the "***G.O. Bonds***"), special assessment bonds (hereinafter referred to as the "***Assessment Bonds***"), and/or

Revenue Bonds (hereinafter referred to as the "***Revenue Bonds***") (collectively hereinafter referred to as the "***Bonds***") of the District will be issued to provide moneys to finance certain "community infrastructure", as that term is defined in Section 50-3102, Idaho Code, and described in the General Plan of the District heretofore approved by the Municipality and the District during the creation and the June 22, 2010 modification of the District; and

WHEREAS, the District Board of Directors (hereinafter referred to as the "***District Board***") may order and conduct G.O. Bond election at the request of the Owner, the approval of which shall not be unreasonably denied, seeking authorization for the District to levy and collect an ad valorem property tax for purposes of reimbursing or defraying the District's administrative expenses in an amount of not less than one-hundredth of one percent (.01%) of the market value as set forth in Section 50-3113, Idaho Code; and

WHEREAS, the District Board may order and conduct a G.O. Bond election at the request of the Owner, the approval of which shall not be unreasonably denied, seeking authorization for the District to levy and collect an ad valorem property tax for purposes of reimbursing or defraying the cost of eligible community infrastructure and community infrastructure purposes as defined by the Act, equal to an amount as determined by the Owner of no greater than 0.003 (three (3) mills) of the market value as set forth in Section 50-3113, Idaho Code; and

WHEREAS, if the issuance of G.O. Bonds is approved by two-thirds (2/3) of the qualified electors, as that term is defined by Section 50-3102(13), at an election called for that purpose, the proceeds of such G.O. Bonds shall be used to provide monies for community infrastructure purposes consistent with the ballot, the General Plan, this Agreement and the Act; and

WHEREAS, at the request of the Owner, which shall not be unreasonably denied, the District Board, pursuant to the procedures prescribed by Section 50-3109, Idaho Code, may levy assessments of the costs of any community infrastructure or community infrastructure purpose on any land in the District based on the direct or indirect benefit determined to be received by the land, and shall issue and sell the Assessment Bonds and the same shall be secured by and payable from amounts collected from the assessments; and

WHEREAS, pursuant to the Act, the District may enter into this Agreement with the Owner with respect to the acquisition, construction and financing of community infrastructure and community infrastructure purposes, including if monies are advanced by the Owner, the repayment of such advances; and

WHEREAS, pursuant to the Act and Sections 67-2326 through 67-2333, Idaho Code, (hereinafter referred to as the "***Intergovernmental Agreement Act***"), the District and the Municipality may be required to enter into specified sections of this Agreement as an "intergovernmental agreement" with one another, or with other agencies that are political subdivisions of the State of Idaho, including but not limited to the Ada County Highway District (ACHD), the Idaho Transportation Department (ITD), and/or other public or quasi-public agencies for joint or cooperative action for services and to jointly exercise any powers common

to them and for the purposes of the planning, design, financing, inspection, ownership or control of community infrastructure; and

WHEREAS, prior to issuing Bonds related to any community infrastructure improvements, the District Board shall, in each instance, cause a report of the projects relating to such community infrastructure improvements to be prepared by qualified persons, which shall include a description of the community infrastructure to be constructed or acquired, and all other information useful to understand the projects, including but not limited to: a map showing, in general, the location of the projects and the area benefited by the projects; an estimate of the cost to construct and/or acquire the projects; an estimated schedule for completion of the projects; a map or description of the area to be benefited by the projects; a plan for financing the projects, an appraisal in the case of special assessment bonds; as well as any other information which may be reasonably requested by the District Board (hereinafter referred to as the "***Report***").

NOW, THEREFORE, in the joint and mutual exercise of their powers, in consideration of the above premises and of the mutual covenants herein contained and for other valuable consideration, and subject to the conditions set forth herein the parties hereto agree as follows:

ARTICLE I

COMMUNITY INFRASTRUCTURE DISTRICT

Section 1.1 **CID Guidelines**. The District shall be subject to and governed by the terms and provisions of this Agreement.

Section 1.2 **District Consultants and Consulting Costs**. The District, in consultation and coordination with the Owner and as set forth herein, may retain financial advisors, legal advisors, underwriters, market consultants, appraisers, engineers, outside management companies and such other advisors and consultants (collectively hereinafter referred to as "***District Consultants***") as may be necessary to assist the District in its operations, including but not limited to evaluating budgets, reports, financing documents, construction documents and similar matters. Prior to the selection and engagement of services of each of the District Consultants, the Owner shall have the ability submit a list of each of the qualified District Consultants to the District for consideration by the District. The District shall not unreasonably deny or refuse to consider the Owner's list and recommendation of qualified District Consultants. The District shall select such District Consultants from the list submitted by the Owners along with any other listings of approved qualified District Consultants maintained by the District. The costs, fees and expenses of the District Consultants (hereinafter referred to as the "***District Consulting Costs***") shall be included as District Administrative Expenses (as defined herein), provided, however, certain District Consulting Costs may be paid with the proceeds of the Bonds.

Section 1.3 **Compliance with Law**. The District shall maintain its records and conduct its affairs in accordance with the Act and the laws of the State of Idaho.

Section 1.4 **Payment of Municipality's Costs and Expenses**. The Municipality and/or an outside management company, as appropriate and as authorized by Section 50-3105, Idaho Code, shall be paid by the District for its costs and expenses relating to the District as described in Article VII of this Agreement. On or before March 1st of each year, the Municipality and/or an outside management company, as appropriate, will provide the District with an invoice for the Municipality's and/or an outside management company's estimated costs and expenses pertaining to the Municipality's and/or an outside management company's services expected to be rendered to the District during the succeeding fiscal year. The invoice will utilize, as a base estimate, the cost and expenses of the Municipality's and/or an outside management company's services rendered to the District during the preceding year.

Section 1.5 **Contracting for District Financed Infrastructure**.

(a) **Public Bid Requirement**. All infrastructure described in the General Plan that is or expected to be financed with District monies or District Bond proceeds ("***District Financed Infrastructure***") shall be community infrastructure improvements as described in the Act. Any District Financed Infrastructure shall be publicly bid and awarded pursuant to the provisions of the Idaho Code (collectively hereinafter referred to as the "***Public Bid Requirements***").

(b) **Notice Inviting Bids**. Commencing on the date of this Agreement, the form of Notice Inviting Bids in *Exhibit B* hereto shall be used in substantially such form for publicly bidding and awarding contracts or agreements for community infrastructure improvements that are or are expected to be District Financed Infrastructure, and the use of such form of Notice Inviting Bids prior to the execution and delivery of this Agreement is hereby ratified in all respects.

(c) **Certificate of the Engineers**. Compliance with the Public Bid Requirements shall be evidenced by the certification of the engineers of the Owner and the District (hereinafter collectively referred to as the "***Engineers***") with respect thereto in the form of *Exhibit C* hereto (hereinafter referred to as the "***Certificate of the Engineers***").

(d) **Limitation on Recourse**. Each agreement or contract for construction or acquisition relating to the community infrastructure improvements or purposes that is or is expected to be District Financed Infrastructure shall provide that the respective contractors or vendors shall not have recourse, directly or indirectly, from or against the Municipality.

Section 1.6 **Submission of Reports**. Owner shall have the right to submit to the District Board multiple Reports requesting the construction, acquisition and financing of all or a part of District Financed Infrastructure or any community infrastructure purpose described in the General Plan. The District Board shall not unreasonably deny or refuse to consider any Report submitted by the Owners which is consistent with the terms of this Agreement, the General Plan, and with the policies of the District to the extent that they are not in conflict with the terms of this Agreement. Upon the approval of Report by the District Board, which approval will not be unreasonably denied, the District Board shall take such actions as may be required to cause the Bonds, which are the subject of the Report, to be issued.

Section 1.7 **Withdrawal of Reports**. Notwithstanding Section 1.6 above, Owner shall be permitted to withdraw any Report submitted by Owner from consideration by the District at any time before the conclusion of the hearing thereon. In the event of such a withdrawal, the District Board shall not approve the Report or adopt any resolution which would effect an implementation of any part of the transaction described in such Report. Owner shall be permitted to resubmit any such withdrawn Report or any Report which has been amended by Owner, at such time as Owner may, in its sole discretion, deem advisable.

Section 1.8 **District Related Costs**. Reasonable costs and expenses incurred by Owners incident to and reasonably necessary for the creation of the District and incident to and reasonably necessary for carrying out the purposes of the District shall be reimbursed by the District including, but not limited to, costs and expenses associated with engineering, surveying, legal, financial and other professional services.

ARTICLE II

CONSTRUCTION OF PROJECTS BY OWNER

Section 2.1 Construction by Owner.

(a) **At Owner's Expense**. Subject to the other terms and provisions of this Agreement, Owner may, unless the procedure to have the District construct the community infrastructure improvements as described in Article IV hereof is followed, cause to be constructed the community infrastructure improvements or purposes, including but not limited to those improvements described in the General Plan (collectively hereinafter referred to as the "***Acquired Infrastructure***" and as detailed in the General Plan on a project-by-project basis as an "***Acquisition Project***" or the "***Acquisition Projects***") in accordance with plans and specifications approved by the Municipality (hereinafter referred to as the "***Plans and Specifications***").

(b) **Compliance with Applicable Codes, Etc**. The Acquisition Projects shall be constructed in a good and workmanlike manner in compliance with all applicable standards, codes, rules, guidelines or regulations of the Municipality and/or other appropriate agencies that are political subdivisions of the State of Idaho as in effect for the same or comparable construction projects of the Municipality or such agencies.

Section 2.2 Public Bidding. The Acquisition Projects shall be bid in one or more parts pursuant to the Public Bid Requirements and the requirements described in Section 1.5 of this Agreement (hereinafter collectively referred to as the "***Acquisition Project Construction Contracts***" and individually referred to as an "***Acquisition Project Construction Contract***"). With respect to such Acquisition Project Construction Contracts, the Municipality, the District and the Owner agree that District shall assign the construction bid process to the Owner, subject to the following conditions: (i) the plans, specifications, bidding, contract documents and/or statements of qualifications will be prepared by or at the direction of the Owner, subject to the review and approval of the District; (ii) the Owner shall advertise for bids and/or statements of qualifications for the construction in accordance with the Public Bid Requirements; and (iii) the contracts for the construction of the community infrastructure shall be awarded to the lowest responsible bidder and/or most qualified as determined by the Owner in consultation with the District Engineer as herein defined. Bids and/or statements of qualifications will be submitted to, or as directed by, the District for opening and review. No award of an Acquisition Project Construction Contract shall be made without the concurrence of the District Engineer.

Section 2.3 Project Costs; Change Orders. The total bid amount of any Acquisition Project Construction Contract plus eligible costs, pursuant to the Act including but not limited to real property interests, financing costs, and any other costs of the Acquisition Project that are not statutorily required to be bid pursuant to the Public Bid Requirements shall be submitted for review and subject to the approval of the Manager for the District (hereinafter referred to as the "***District Manager***") or his designee and the engineer for the District (hereinafter referred to as the "***District Engineer***"). If an Acquisition Project Construction

Contract is bid following a Report submitted to the District Board pertaining to the applicable Acquisition Project, the total bid amount shall be deemed approved so long as the total bid amount does not exceed the estimated cost of the Acquisition Project set forth in the Report. Any change order to any Acquisition Project Construction Contract shall be subject to approval by the District Engineer. Any increase in cost caused by any change order shall be the responsibility of Owner but may be included by Owner in any applicable Segment Price pursuant to Article III below.

Section 2.4 Prior Conveyance Not a Bar. The prior conveyance or dedication of easements, rights-of-way or community infrastructure shall not affect or proscribe Owner's right to construct community infrastructure improvements or purposes thereto or to be paid or reimbursed for such construction upon acquisition by the District.

ARTICLE III

ACQUISITION OF PROJECTS FROM OWNER

Section 3.1 Acquisition by District.

(a) **Purchase**. Subject to the other terms and provisions of this Agreement and after the District Board approves a Report pertaining to the applicable Acquisition Project, District shall acquire from Owner and Owner shall sell to the District, each Acquisition Project, together with all real property or interests therein necessary to operate the District Financed Improvements and all other community infrastructure improvements related thereto (hereinafter collectively referred to as the "***Necessary Public Property***"), as a whole (the entire Acquisition Project) or, if applicable, in completed, distinct portions as determined by the District Engineer and the District Manager and in accordance with the Plans and Specifications (hereinafter collectively referred to as a "***Segment***") at a price for the Acquisition Project, or if applicable each Segment (the "***Project Price***" or, as applicable the "***Segment Price***") established as provided in Section 3.2 hereof. Subject to the terms and provisions of this Section, construction of any Acquisition Projects may commence prior to the submittal of a Report by the District. At the request of the District and with the consent of the Municipality, Owner shall convey any acquired Acquisition Project or Segment(s) and/or the Necessary Public Property, directly to the Municipality or, if provided by an intergovernmental agreement with another governmental entity in which is not inconsistent with the terms of this Agreement, to any other governmental entity that is a political subdivision of the State of Idaho, together with a direct assignment of any warranties, guarantees and bonds.

(b) **Financing; Limited Liability**. Any such acquisition shall be financed (i) at any time before the sale and delivery of any of the Bonds only pursuant to Section 5.1(a) hereof and (ii) at any time after the sale and delivery of any of the Bonds only pursuant to Section 5.1(b) hereof. Payment of the Project Price or Segment Price is subject to the availability of proceeds of District Bonds as described in Section 5.1.

(c) **Compensation Limited**. Owner has not been and shall not be compensated for any of the Acquired Infrastructure except as provided in this Agreement.

(d) **Prior Dedication**. To the extent that any portion, right, title or interest of the Necessary Public Property or infrastructure to be Acquired Infrastructure has been or will be offered, conveyed or dedicated by Owners or accepted by the Municipality or by another governmental entity which is a political subdivision of the state of Idaho, no such prior or future conveyance, dedication, or offer of conveyance or dedication of such portion, right, title or interest in any right-of-way and/or real property interest shall proscribe the Owners' ability to sell Necessary Public Property to the District.

Section 3.2 Determining Project Price.

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

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

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

(i) the Certificate of the Engineers;

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

(iii) such environmental assessments or other evidence satisfactory to the District Manager that such Necessary Public Property does not contain environmental contaminants which make such Necessary Public Property unsuitable for its intended use or to the extent such contaminants are present, a plan satisfactory to the District Manager which sets forth the process by which such Necessary Public Property will be made suitable for its intended use, a plan for remediation of such contaminants, if required by the District Manager, and the sources of funds necessary to accomplish such purpose;

(iv) the "Conveyance for Segment of Project" in substantially the form of *Exhibit D* hereto or such other form as may be required by the other governmental body specified in the Report (hereinafter referred to as a "***Conveyance***");

(v) evidence that all Necessary Public Property has been, or is concurrently being, conveyed to the District, Municipality, or other agency that is a political subdivision of the State of Idaho and specified in the Report, as applicable, and public access to the Segment or the Acquisition Project, as applicable, has been or will be provided;

(vi) the assignment of all contractors and materialmen warranties and guarantees as well as payment and performance bonds;

(vii) an acceptance letter issued by the District, Municipality or other agency that is a political subdivision of the State of Idaho and specified in the Report, as applicable. Such acceptance letter shall be issued by the District, Municipality or appropriate agency within thirty (30) days of receipt of a request for acquisition by Owner. The failure of the District, Municipality or such other agency to issue an acceptance letter within thirty (30) days of a receipt of a request for acquisition by the Owner shall be deemed an acceptance by such District, Municipality or such other agency, such that an acceptance letter shall not be required. Should such acceptance not be given by the District, Municipality, or such other agency, the respective agency shall state with particularity such reasonable objections as to why such letter shall not issue. Owner shall, within thirty (30) days, respond in writing to such agency objections, addressing such objections. If reasonable cause shall exist, Owner shall request that the agency reconsider such objections. Within ten (10) days of Owner's request for reconsideration, such agency shall respond in writing addressing the same with particularity; and

(viii) such other documents, drawings, instruments, approvals or opinions as may reasonably be requested by the District Manager.

Section 3.4 **Conveyance of Necessary Public Property**. Notwithstanding anything herein, the District may purchase and the Owner may sell and finance real property interests and/or related eligible community infrastructure allowable pursuant to the Act. The Owner shall, without cost to the Municipality: (a) sell, dedicate or convey to the District; (b) if directed by the District and consented to by the Municipality, sell, dedicate or convey to the Municipality, or; (c) sell, dedicate or convey to another agency that is a political subdivision of the State of Idaho, if such dedication or conveyance is provided for in the Report or required by the District Manager, all Necessary Public Property required for the Acquisition Project or Segment, as applicable.

Section 3.5 **Financing; Limited Liability**. Any such acquisition shall be financed; (i) at any time before the sale and delivery of any of the Bonds only pursuant to Section 5.1(a) hereof, and (ii) at any time after the sale and delivery of any of the Bonds only pursuant to Section 5.1(b) hereof. Payment of the costs of any Acquisition Project is subject to the availability of proceeds of District Bonds as described in Section 5.1.

ARTICLE IV

CONSTRUCTION OF PROJECTS BY THE DISTRICT

Section 4.1 Construction by District.

(a) **Generally**. Subject to the other terms and provisions of this Agreement, the District, after the District Board approves a Report for construction to be performed by the District, prior to the bidding therefore, may cause any of the community infrastructure improvements or purposes described in the General Plan (hereinafter referred to if constructed pursuant to the provisions of this Article IV as collectively the "***Constructed Infrastructure***" and as detailed in the General Plan on a project-by-project basis a "***Construction Project***" or the "***Construction Projects***") to be constructed pursuant to the Plans and Specifications.

(b) **Similar Requirements**. The Construction Projects shall be constructed in accordance with the requirements for construction projects of the Municipality similar to the Construction Projects unless heretofore agreed otherwise by the Municipality or other governmental agency as appropriate.

Section 4.2 Contracts.

(a) **Construction Projects**. The Construction Projects may be bid in one or more parts by and in the name of the District pursuant to the Public Bid Requirements, as applicable, and agreements or contracts relating to the Construction Projects shall be entered into by the District (hereinafter collectively referred to as the "***Construction Project Construction Contracts***" and as individually a "***Construction Project Construction Contract***").

(b) **Construction Costs**. The "Construction Costs" for any Construction Project shall be equal to the sum of the accepted bid, and any amount paid on account of any change orders approved by the District Manager and District Engineer, pursuant to Section 4.2 (a) plus any other amounts that are not statutorily required to be bid pursuant to the Public Bid Requirements but that are approved by the District Manager and the District Engineer, consistent with the Report, for: (i) design and/or engineering of the Construction Project; (ii) construction and/or installation of the Construction Project pursuant to the Construction Project Construction Contract(s); (iii) the construction management services (not to exceed seven (7) percent of the total contract amount); (iv) inspection and supervision by the District of performance under such Construction Project Construction Contract(s); (v) the fair market value of the real property for rights of way, easements and other interests in real property which are part of or related to the segment; (vi) other miscellaneous and incidental costs including but not limited to legal, financial advisory, financing costs, appraisal, surveying and engineering costs expended by Owner for such Acquisition Project or Segment attributable to construction of the Acquisition Project or Segment approved in the Report, and (vii) interest during the period stating from the date of dedication, contribution or expenditure and the time which the Project Price or the Segment Price is paid calculated at the rate of interest equal to the prime rate as reported in the West Coast Edition of the Wall Street Journal plus two (2) percent from day to day, on the amounts expended for purposes of clauses (i) through (vi) for such Acquisition Project or

Segment attributable to construction of the Acquisition Project or Segment approved by the Engineers as certified in the Certificate of Engineers for that Acquisition Project or Segment. . No other financing charges, other than those described in section (vii) above will be allowed as an eligible component of the Project Price for an Acquisition Project or Segment.

Section 4.3 Convey Necessary Public Property. Prior to bidding any contract for the construction of a Construction Project, the Owner shall: (a) sell, dedicate or convey to the District; (b) if directed by the District, and consented to by the Municipality, sell, dedicate or convey to the Municipality; or (c) sell, dedicate or convey to another governmental body, if such dedication or conveyance is provided for in the Report or required by the District Manager, all Necessary Public Property required for the construction of the community infrastructure improvements comprising the Construction Projects. The type, size and terms of the Necessary Public Property required for the construction and operation of the Construction Project shall be similar to the requirements for construction projects of the Municipality or as appropriate, other governmental agency, similar to the Construction Projects. In addition, such conveyance shall occur after receipt by the District Manager of the following with respect to such Necessary Public Property, in form and substance reasonably satisfactory to the District Manager:

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

(ii) such environmental assessments or other evidence satisfactory to the District Manager that such Necessary Public Property does not contain environmental contaminants which make such Necessary Public Property unsuitable for its intended use or to the extent such contaminants are present, a plan satisfactory to the District Manager which sets forth the process by which such Necessary Public Property will be made suitable for its intended use a plan for remediation of such contaminants if required by the District Manager and the sources of funds necessary to accomplish such purpose; and

(iii) such other documents, instruments, approvals or opinions as the District Board may reasonably request including title reports, insurance and opinions.

Section 4.4 Limited Compensation. Owner has not been and shall not be compensated for any costs of any Construction Project except as provided herein.

Section 4.5 Receipt of Report. Pursuant to this Article, construction of any Construction Project has not and shall not commence prior to the receipt of the Report and the conveyance or dedication of all Necessary Public Property.

Section 4.6 Financing; Limited Liability. Pursuant to this Article, any such construction or acquisition shall be financed (i) at any time before the sale and delivery of any of the Bonds only pursuant to Section 5.2(a) hereof and (ii) at any time after the sale and delivery of any of the Bonds only pursuant to Section 5.2(b) hereof. Payment of the costs of any Construction Project is subject to the availability of proceeds of District Bonds as described in Section 5.2.

ARTICLE V

FINANCING OF PROJECTS

Section 5.1 Acquisition Projects.

(a) **Before Bond Sale.**

(i) In order to provide for any acquisition of an Acquisition Project or a Segment occurring before the sale and delivery of any Bonds, the Project Price or, if applicable, the Segment Price(s) for Segment(s), shall be paid by Owner subject to payment and acquisition by the District pursuant to the terms of this Agreement and the Conveyance of the Acquisition Project or Segment.

(ii) As soon as possible after the sale and delivery of any Bonds, issued for the purpose of acquiring an Acquisition Project or Segment, the amount of the Project Price for such Acquisition Project or such Segment Price of a Segment paid by the Owner prior to the sale and delivery of any of the Bonds shall, subject to the requirements of Section 3.3 hereof, be paid to Owner from, and only from, the proceeds of the sale and delivery of the Bonds. Neither the District nor the Municipality shall be liable to Owner (or any contractor or assigns under any Contract) for payment of any Project Price or Segment Price except, the District shall be liable only to the extent unencumbered proceeds of the sale of the Bonds issued for the purpose of acquiring an Acquisition Project or any Segment are available for such purpose. No representation or warranty is given by the District, District Board or Municipality that the Bonds approved for issuance and sale by the District Board can be sold by the District, or that sufficient proceeds from the sale of the Bonds shall be available to pay any Project Price or Segment Price. The foregoing is not intended to limit the right of Owner to payment for any amount of the Project Price or Segment Price paid by Owner in excess of the proceeds from the sale of the Bonds if the District is able to finance such amount from other or future Bond proceeds.

(iii) Until the sale and delivery of the Bonds issued and sufficient for the purpose of acquiring an Acquisition Project or any Segment, the District shall not have any obligation to repay Owner for any payment made by Owner to pay any Project Price or Segment Price.

(b) **After Bond Sale.**

(i) Any acquisition of an Acquisition Project or a Segment occurring after the sale and delivery of any of the Bonds issued for the purpose of acquiring an Acquisition Project or any Segment shall, subject to the requirements of Section 3.3 hereof, be provided for by the payment of the Project Price or Segment Price from, and only from, the proceeds of the sale and delivery of the Bonds issued and sufficient for the purpose of acquiring an Acquisition Project or any Segment.

(ii) Until the sale and delivery of the Bonds for the purpose of acquiring an Acquisition Project or any Segment, neither the District nor the Municipality shall have any

obligation to pay such Project Price or Segment Price. Neither of the District nor the Municipality shall be liable to Owner (or any contractor or assigns under any Contract) for payment of any Project Price or Segment Price except, the District shall be liable only to the extent unencumbered proceeds of the sale of the Bonds issued for the purpose of acquiring an Acquisition Project or any Segment are available for such purpose. No representation or warranty is given by the District, District Board or the Municipality that the Bonds can be sold by the District or that sufficient proceeds from the sale of the Bonds shall be available to pay such Project Price or Segment Price. The foregoing is not intended to limit the right of Owner to payment for any deficiency between the proceeds from the sale of the Bonds and the amount of any Project Price or Segment Price paid by Owner if the District is able to finance such amount from other or future Bonds.

(c) **If Sufficient Bonds Not Issued**. If the Bonds are not issued or if the proceeds of the Bonds are insufficient to pay all of the Project Price or Segment Price, there shall be no recourse to the District or the Municipality and the District and the Municipality shall not have liability with respect to, the Project Price or Segment Price, except the District shall be liable for payment only from the proceeds of the sale of the Bonds issued for the purpose of acquiring an Acquisition Project or any Segment, if any. The foregoing does not limit the Owner's right to payment for any amount of the Segment Price of a Segment paid by Owner in excess of the proceeds from the sale of the Bonds if the District is able to finance such amount from other or future Bonds proceeds and the District may proceed with future Bond issuances, whenever the same has been requested by the Owner, and whenever the District has reasonable capacity to proceed with future Bond issuances, to fully satisfy the Project Price or Segment Price. The District Board agrees to make all reasonable efforts to issue Bonds upon the request of the Owner in a timely manner.

Section 5.2 Construction Project.

(a) **Before Bond Sale**.

(i) To provide for the Construction Costs due pursuant to any Construction Project Construction Contract after the award but before the sale and delivery of any of the Bonds, the Owner may advance monies to the District to pay Construction Costs pursuant to the terms of this Agreement. Any payment of such Construction Costs by the Owner shall be consistent with the Construction Project Construction Contract and shall be advanced only upon the written approval of the District Engineer and the District Manager of each request for payment of the applicable contractor in respect of such Construction Project Construction Contract.

(ii) As soon as possible after the sale and delivery of any of the Bonds, issued for the purpose of paying the Construction Costs of a Construction Project Construction Contract and sufficient Bond proceeds are reserved to pay the remaining Construction Costs of all awarded Construction Project Construction Contract the total amounts of the Construction Costs paid by Owner prior to the sale and delivery of the Bonds shall be paid to Owner from, and only from, the proceeds of the sale and delivery of the Bonds issued for the purpose of paying Construction Costs of a Construction Project Construction Project. Neither the District nor the

Municipality shall be liable to Owner (or any contractor or assigns under any Contract) for payment of any such Construction Cost amount except the District shall be liable to the extent unencumbered proceeds of the sale of the Bonds issued for the purpose of paying Construction Costs of a Construction Project Construction Contract are available for such purpose. No representation or warranty is given by the District, District Board or Municipality (or any of them) that sufficient proceeds from the sale of the Bonds shall be available to pay such amounts of the Construction Costs paid by Owner. The foregoing is not intended to limit the right of Owner to payment for any amount of the Construction Costs paid by Owner in excess of the proceeds from the sale of the Bonds if the District is able to finance such amount from other or future Bonds and the District.

(iii) Until the sale and delivery of the Bonds issued for the purpose of paying the Construction Costs of a Construction Project Construction Contract, the District shall not have any obligation to repay Owner for any Construction Costs advanced by Owner and after the sale and delivery of the Bonds issued for the purpose of paying the Construction Costs of a Construction Project Construction Contract such obligation shall be limited to the amount of the proceeds of the Bonds issued for the purpose of paying the Construction Costs of a Construction Project Construction Contract available for such purpose.

(b) **After Bond Sale**.

(i) Any Construction Costs due pursuant to any Construction Project Construction Contract awarded after the sale and delivery of any of the Bonds issued for the purpose of paying Construction Costs of a Construction Project Construction Contract shall be paid from, and only from, the proceeds of the sale and delivery of the Bonds issued for the purpose of paying Construction Costs of a Construction Project Construction Contract.

(ii) Until the sale and delivery of the Bonds issued for the purpose of paying Construction Costs of a Construction Project Construction Contract, neither the District nor the Municipality shall have any obligation to pay such Construction Cost amounts. Neither the District nor the Municipality shall be liable to Owner for payment of any such Construction Cost amount except to the extent unencumbered proceeds of the sale of the Bonds issued for the purpose of paying Construction Costs of a Construction Project Construction Contract are available for such purpose. No representation or warranty is given by the District, District Board or Municipality (or any of them) that the Bonds can be sold by the District, or that sufficient proceeds from the sale of the Bonds shall be available to pay Construction Costs.

(c) **If Sufficient Bonds Not Issued**. If the Bonds are not issued or if the proceeds of the sale of the Bonds are insufficient to pay any or all of the Construction Costs of a Construction Project Construction Contract provided in Subsections (a) or (b), there shall be no recourse to the District or the Municipality and the District and the Municipality shall have no liability with respect to any Construction Project Construction Contract, except the District shall be liable only from the proceeds of the sale of the Bonds. The foregoing does not limit the Owner's right to payment for any amount of the Construction Costs of a Construction Project Construction Contract paid by Owner in excess of the proceeds from the sale of the Bonds if the District is able to finance such amount from other or future Bonds proceeds and the District may

proceed with future Bond issuances, whenever the same has been requested by the Owner, and whenever the District has reasonable capacity to proceed with future Bond issuances, to fully satisfy the Construction Costs of a Construction Project Construction Contract. The District Board agrees to make all reasonable efforts to issue Bonds upon the request of the Owner in a timely manner.

ARTICLE VI

MATTERS RELATING TO THE BONDS AND OTHER OBLIGATIONS OF THE DISTRICT

Section 6.1 Bonds Generally.

(a) **Submission of Report; Issuance of Bonds**. Upon the submission of a Report, and upon a date established by the District Manager, the District Board shall take all such reasonable action necessary for the District to issue and sell the Bonds, pursuant to the terms and conditions established by the District Board in connection with the Report and consistent with the provisions of the Act.

(b) **Sale of Bonds; Amount**. The Bonds may be sold in one or several series, in an amount sufficient; (i) to pay the Acquisition Price or the Segment Price for an Acquisition Project and/or the Construction Costs relating to any Construction Project Construction Contract, in each case as established pursuant hereto and in the Report; (ii) to pay all other amounts indicated in the Report; (iii) to pay all relevant issuance costs related to the applicable series of the Bonds; (iv) to pay capitalized interest described in the Report, and (v) to the extent permitted by law, to fund a debt service reserve fund in an amount not in excess of that described in the Report. In the case where the Report provides for the sale of Assessment Bonds, the Acquisition Project or the Construction Project Construction Contract are hereinafter collectively referred to as the "Work" which shall be based on the estimated costs and expenses indicated in the resolution of intention establishing the assessment District, (hereinafter referred to as the "***Estimate***") and include the amounts described in clauses (i) through (v) (collectively hereinafter referred to as the "***Financeable Amount***").

(c) **Sale of Bonds; Denominations**. The Bonds will be sold in denominations of $100,000 each or $1,000 integral multiples in excess thereof unless otherwise agreed by the District Board.

(d) Assessment Bonds; Amount.

(i) Assessment Bonds shall be special assessment lien bonds payable from amounts collected from, among other sources, the hereinafter described special assessments (referred to as originally levied and as thereafter may be reallocated as described herein as the "***Assessments***").

(ii) The Assessments shall be based on the Financeable Amount indicated in the Report. None of the Acquisition Project Construction Contracts or the Construction Project Construction Contracts applicable to the Work shall be required to be bid or awarded as a prerequisite to the levying of the Assessments.

(iii) The Assessments shall be levied pursuant to the procedures prescribed by Section 50-3109, Idaho Code, and such other procedures as the District provides.

(iv) In the event of nonpayment of the Assessment, the procedures for foreclosure of the applicable portion of the Property set forth in Section 50-3109 (8), Idaho Code, shall apply. Neither the District nor the Municipality is required to purchase any of the Property at such foreclosure sale if there is no other purchaser.

(v) To prepay, from property owner payments, in whole or in part the applicable portion of the Assessment, on any interest payment date, the following shall be paid to the District: (i) the interest on such portion to the next date Bonds may be redeemed plus (ii) the unpaid principal amount of such portion rounded up to the next highest multiple of the lowest authorized denomination of the Bonds plus (iii) any premium due on such redemption date with respect to such portion plus (iv) any administrative or other fees charged by the District with respect thereto less (v) the amount by which the reserve described in Section 6.2(c) may be reduced on such redemption date as a result of such prepayment rounded up to the nearest $1,000. The reserve fund credit shall equal the lesser of: (a) the expected reduction in the reserve requirement associated with the redemption of the outstanding bonds as a result of the prepayment or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of outstanding bonds as the result of the prepayment from the balance in the reserve fund on the payment date.

Section 6.2 Requirements for Assessment Bonds.

(a) **Appraisal; Coverage Ratio**. At the time of sale of the Assessment Bonds, an appraisal in form and substance satisfactory to the District, and prepared by an MAI appraiser (hereinafter referred to as the "***Appraisal***") must show that the overall bulk aggregate wholesale value of the land contained within the assessment area to be financed with Assessment Bonds (as improved by the community infrastructure described in the relevant Report) is worth at least three (3) times the aggregate principal amount of the Assessment Bonds allocated to the assessed land. If in the event that market forces require an overall bulk aggregate wholesale value in excess of three (3) times the aggregate principal amount of the Assessment Bonds and such required valuation cannot be achieved, the Owner shall preserve the following options to provide the additional security necessary to achieve the necessary value requirements: (i) posting a letter of credit, or pledging MAI appraised real estate collateral sufficient to cover the portion of the Assessment Bonds not supported by the overall value-to-lien ratio requirement; and/or (ii) escrowing that portion of the proceeds of the Assessment Bonds not supported by the overall value-to-lien ratio requirement until the required value-to-lien ratio is achieved at which time the escrowed proceeds may be released, and/or (iii) if market conditions allow, issuing a second series of Assessment Bonds for the benefited area in question.

(b) Bonds sold in non-public sales shall be sold in a limited distribution to qualified institutional buyers, or accredited investors (as defined in Rule 144A and Rule 501(a), Regulation A, of the federal securities laws) or to sophisticated municipal market participants as that term is customarily used in the industry.

(c) **Reserve Fund**. If provided for in the Report, the "sale proceeds" of the sale of the Assessment Bonds shall include an amount sufficient to fund a reserve to secure payment of debt service on the Assessment Bonds in an approximate amount equal to the lesser of: (i) one year's maximum debt service, (ii) ten (10) percent of the "stated principal amount" of the Assessment Bonds as such terms in quotation are defined in the Internal Revenue Code of 1986, as amended, or (iii) one hundred twenty-five (125) percent of average annual debt service. Payment from such reserve shall not effect a reduction in the amount of the Assessment, and any amount collected with respect to the Assessment thereafter shall be deposited to such reserve to the extent the Assessment is so paid therefrom.

Section 6.3 Requirements for General Obligation Bonds.

(a) **Bond Authorization**. The total aggregate principal amount of G.O. Bonds authorized shall be $50,000,000. Immediately following the formation of the District, the District shall take such action as necessary to hold the required bond election to authorize the District to establish such G.O. bond authority. The bond election shall have a term of thirty (30) years or as otherwise provided by Idaho law. Without the approval of the Owner, neither the District nor any other third party owning property within the District shall have the ability to request the issuance of G.O. Bonds until such time as the Owner and their respective affiliates hold fee title to less than fifteen (15) percent of the total property contained within the boundaries of the District.

(b) **Tax Levy for Bonds**. The District may annually levy and collect an ad valorem tax upon all taxable property in the District which shall be sufficient after giving prudent consideration to other funds available to the District to pay when due the principal of, interest on and premium, if any, on the G.O. Debt (as such term is hereinafter defined) incurred by the District to finance community infrastructure purposes, including, the construction or acquisition of community infrastructure as provided in any Report.

(c) **Limit on Indebtedness**. No indebtedness (indebtedness shall not include administrative expenses) secured by a pledge of ad valorem taxes, which such ad valorem tax rate shall be determined by the Owner, including, but not limited to, G.O. Bonds (collectively hereinafter referred to as "***G.O. Debt***"), shall be incurred unless ninety-five percent (95%) of the amount of ad valorem taxes estimated to be collected at a tax rate of not greater than .003 (3 mills) of the assessed value of the taxable property within the District is sufficient to pay the highest combined debt service requirements for the proposed G.O. Debt and any other G.O. Debt outstanding. The assessed value of the taxable property shall, for purposes of this paragraph, be equal to the value at the time of the issuance of the proposed G.O. Debt as shown in the records of the County Assessor. Notwithstanding the foregoing or any other provision of this Agreement, G.O. Debt may be authorized by the District Board, for situations where a tax rate greater than .003 (3 mills) of the assessed value of taxable property would be necessary to pay the highest combined debt service of the proposed and outstanding G.O. Debt, if other sources of revenue or additional security acceptable to the District Board are pledged to pay debt service on the G.O. Debt in an amount that, when combined with the taxes collected at the .003 (3 mills) tax

rate or less, provides a sufficient amount to pay the highest combined debt service of the proposed and outstanding G.O. Debt.

Section 6.4 General Requirements. The following minimum requirements are hereby established and required with respect to any financing by the District sold to accredited investors (as defined in Rule 501(a), Regulation D), qualified institutional buyers (as defined in Rule 144A) or sophisticated municipal market participants (as such term is customarily used in the industry).

(a) **Public Offering.** The District shall not issue any series of the Bonds unless the corresponding series of the Bonds are rated A or better by a nationally recognized bond rating agency with restrictions on subsequent transfer thereof under such terms as the District Board, in their discretion, approve.

(b) **Limited Offering of Bonds; Transfer Restrictions.** Except as permitted below, the Bonds shall be sold only to accredited investors (as defined in Rule 501(a), Regulation D) or qualified institutional buyers (as defined in Rule 144A) or sophisticated municipal market participants (as such term is customarily used in the industry). Secondary transfers of the Bonds will be permitted as long as Bonds are sold to accredited investors (as defined in Rule 501(a)), qualified institutional investors (as defined in Rule 144A); or sophisticated municipal market participants (as such term is customarily used in the industry) with such offers and sales occurring through a broker, dealer or broker-dealer.

(c) Any disclosure document prepared in connection with the offer or sale of Bonds must clearly indicate that neither the Municipality nor the State of Idaho or any political subdivision of either, excluding the District, shall be liable for the payment or repayment of any obligation, liability, bond or indebtedness of the District, and neither the credit nor the taxing power of the Municipality, the State of Idaho, or any political subdivision of either, excluding the District, shall be pledged therefore.

(d) The District Board shall record with the county clerk, upon the records of each parcel of real property within the District a disclosure notice as required by Section 50-3115, Idaho Code, setting forth that such property will be encumbered with future Assessment Bond, and/or G.O. Bond repayment liability. Such notice shall be provided to each potential purchaser of a residential lot within the District disclosing the existence of an Assessment or tax in accordance with the Act (assuming such Assessment or tax remains at the time of sale to the potential purchaser). Each potential purchaser shall acknowledge in writing that the purchaser received and understood the disclosure document. The District shall maintain records of the written acknowledgments. To provide evidence satisfactory to the District Board that any prospective purchaser of land within the boundaries of the District has been notified that such land is within the boundaries of the District and that the Bonds may be then or in the future outstanding, a disclosure pamphlet substantially in the form of *Exhibit E* hereto (hereinafter referred to as the "***Pamphlet***") shall be produced pursuant to Section 10.2 provided, however, that the Pamphlet may be modified as necessary in the future to adequately describe the District

and the Bonds and source of payment for debt service therefore as agreed by the District Board and Owner.

(e) Each Obligated Person (as defined in Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934 (hereinafter referred to as the "***Rule***")) shall execute and deliver, and thereafter comply with and carry out all the provisions of, a "***Continuing Disclosure Undertaking***" with respect to the Bonds which shall be in a form satisfactory to the District and the purchaser of the Bonds for such purchaser to comply with the requirements of the Rule.

(f) **Financial Assurance**. At the time of sale of either General Obligation or Assessment Bonds, the Owner shall provide or cause to be provided financial assurances in the form of escrowed cash, bonds, letter of credit or other similar assurances, accessible by the District and in each case in form acceptable to the District Manager, for amounts necessary to pay all costs and expenses associated with providing all the community infrastructure improvements or purposes described in the Report in excess of the Bond proceeds, as well as any unpaid costs and expenses of issuance of such Bonds not paid or payable from the proceeds of the sale of such Bonds because such proceeds are insufficient in amount for such purposes or such Bonds are not sold. The foregoing is not intended to limit the right of Owner to reimbursement for any amount advanced in excess of the proceeds from the sale of such Bonds if the District is able to finance such amount from other or future Bond proceeds, and the District and the Municipality shall reasonably cooperate with Owner in preserving the right to any such future reimbursement.

ARTICLE VII

ACCEPTANCE BY THE MUNICIPALITY OR OTHER AGENCY; ADMINISTRATION;

Section 7.1 Upon satisfaction of the terms for acceptance set forth in this Agreement and any applicable intergovernmental agreement, and simultaneously with the payment of, or the promise to pay, the related Project Price, Segment Price or Construction Costs of a Construction Project, the Acquisition Project or Segment of Acquired Infrastructure or the Construction Project, as the case may be, shall be accepted by the Municipality or such other agency that is a political subdivision of the State of Idaho, subject to the conditions pursuant to which facilities such as the Acquisition Project, Segment or Construction Project, as the case may be, are typically accepted by the Municipality or such other agency that is a political subdivision of the State of Idaho, and thereafter shall be made available for use by the general public.

Section 7.2 Any such acceptance of such community infrastructure as set forth in this Article shall be accompanied by "Certificate of Engineers" substantially similar to that certificate set forth in *Exhibit C*, attached hereto. Such Certificate of Engineers shall specify: (i) that the community infrastructure has been completed in accordance with the plans and specifications for such community infrastructure; (ii) the Project Price or Segment Price; (iii) that such community infrastructure was constructed in compliance with the Public Bidding Requirements; (iv) that Owner has filed all construction plans, specifications, contract documents, and supporting engineering data for the construction or installation of such Acquisition Project or Segment with the Municipality or other appropriate agency that is a political subdivision of the State of Idaho; and (v) that the Owner obtained good and sufficient performance and payment bonds as required by the Agreement.

Section 7.3 Any such acceptance of community infrastructure as set forth in this Article shall also be accompanied by a **"Conveyance of Acquisition Project or Segment of Project"** substantially similar to that form set forth and attached hereto as *Exhibit D*. By means of such conveyance, Owner shall convey to Municipality or such other appropriate agency that is a political subdivision of the State of Idaho such community infrastructure, along with warranties which shall include: (i) that the Owner has the full legal right and authority to make the sale, transfer, and assignment herein provided; (ii) that Owner is not a party to any written or oral contract which adversely affects this conveyance; (iii) that the Owner is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of the conveyance; (iv) that the Owner is not engaged in or threatened with any legal action or proceeding, nor is it under any investigation, which prevents the execution of the conveyance; (v) that the person executing the conveyance on behalf of the Owner has full authority to do so, and no further official action need be taken by the Owner to validate the conveyance; and (vi) the community infrastructure conveyed are all located within property owned by the Owner, public rights-of-way, or public utility or other public easements dedicated or to be dedicated by plat or otherwise.

Section 7.4 The parties agree that the term "***District Administrative Expenses***" shall include all the administrative costs and expenses of the District. District Administrative Expenses will not include any costs or expenses paid by the District from revenues or taxes collected to pay the Debt Service (as such term is defined in the Act) on any Bonds of the District.

Section 7.5 (a) The District Board shall levy and collect an administration ad valorem tax not to exceed one-hundredth of one percent (0.01%) of market value for assessment purposes on all taxable property within the District (hereinafter referred to as the "***Administration Tax***"). To the extent the proceeds from the Administration Tax exceed the expenses and costs described in this Article VII, excess proceeds, to the extent that such proceeds may exist shall be utilized to reimburse the Owner's for the aggregate payments, if any, related to District Administration Expenses; to the extent that the proceeds from the Administration Tax exceed the District Administrative Expenses of the District, such Administration Tax shall be reduced to provide a proper matching of proceeds to expenses.

(b) The proceeds of the Administration Tax may be used by the District for any lawful administrative purpose as provided in the Act.

ARTICLE VIII

INDEMNIFICATION

Section 8.1 (a) The Owner agrees to protect and indemnify and hold the Municipality, its officers or employees and agents and each of them harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs which the Municipality, its officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from the Municipality, its officers, employees or agents or any combination thereof as a result of or by reason of or arising out of or in consequence of: (i) the acquisition, construction or financing of Community Infrastructure by the District or Municipality pursuant to this Agreement; (ii) any environmental or hazardous waste conditions (a) which existed on any property which is part of an Acquisition Project or Segment of Acquired Infrastructure at any time prior to final acceptance of the Project by the Municipality or such other political subdivision of the State of Idaho, or which was caused by the Owner, or (b) which existed on any of the property which is assessed at any time while the Owner owned the property, or which was caused by the Owner, provided said condition was not caused by the deliberate action of the Municipality, District, or such other political subdivision of the State of Idaho; or (iii) any act or omission, negligent or otherwise, of the Owner or any of its subcontractors, agents or anyone who is directly employed by or acting in concert with the Owner or any of its subcontractors, or agents, in connection with an Acquisition Project or Segment of Acquired Infrastructure. This section is not intended and shall not be construed to be a warranty of the construction, workmanship or of the materials or equipment; it being agreed that the Owner's only warranty of such matters to the Municipality is as stated in Section 2.1(b).

(b) The Owner agrees that it shall defend the Municipality, its officers, employees and agents and each of them in any suit or action that may be brought against it or any of them by reason of the Municipality's involvement in the District and the financing thereof or any act or omission, negligent or otherwise, against the consequences of which the Owner has agreed to indemnify the Municipality, its officers, employees or agents.

(c) No indemnification is required to be paid by the Owner for any claim, loss or expense arising from the willful misconduct or gross negligence of the Municipality or its officers or employees.

Article IX

ANNEXATIONS INTO DISTRICT

Section 9.1 The purpose of the District is to provide for the financing, construction and/or acquisition of community infrastructure and community infrastructure purposes as defined in the General Plan for the District property only. Accordingly, the Municipality, District, and Owner agree that future annexations to the District pursuant to Section 50-3106, Idaho Code, shall be prohibited for the life of the District with the exception of future property which may be requested by the Owner for inclusion within the boundaries of the District; or inclusions of property within the District with the express prior written consent of the Owner.

Article X

MISCELLANEOUS

Section 10.1 Neither the Municipality, the District nor the Owner shall knowingly take, or cause to be taken, any action which would cause interest on any Bond to be includable in gross income for federal income tax purposes pursuant to the Internal Revenue Code of 1986, as amended.

Section 10.2 (a) The Owner shall provide evidence satisfactory to the District Manager that any prospective purchaser of land within the boundaries of the District has been notified that such land is within the boundaries of the District and that the Bonds may be then or in the future be outstanding. The Pamphlet shall be produced, provided however, that the Pamphlet may be modified as necessary in the future to adequately describe the District and the Bonds and source of repayment for debt service therefore as agreed by the District Manager and the Owner.

(b) The Owner shall require that each homebuilder to whom the Owner has sold land shall:

(i) provide the Pamphlet to an prospective purchaser of land;

(ii) cause and purchaser of land to sign a disclosure statement upon entering into a contract for purchasing such land, such disclosure statement to acknowledge receipt of a copy of the Pamphlet and to disclose the effect of the Bonds in a form reasonably acceptable to the District Manager;

(iii)provide a copy of each fully executed disclosure statement to be filed with the District Manager; and

(iv) provide such information and documents required for compliance with Rule 15c2-12 of the Securities Exchange Act of 1934.

Owner shall assist the District in the creation of the Pamphlet; with disclosed information as such disclosure is required by Section 50-3115, Idaho Code. In accordance with said section, District shall record upon the records of each parcel of real property within the District that will be encumbered with any future obligation bond or special assessment bond repayment liability in accordance with Section 6.4 (c).

Section 10.3 This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective legal representatives, successors and assigns.

Section 10.4 Each party hereto shall, promptly upon the request of any other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 10.5 This Agreement sets forth the entire understanding of the Parties as to the matters set forth herein as of the date this Agreement is executed and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 10.6 To the extent that this Agreement may conflict with the terms of the pre-annexation and development agreement hereinabove referenced the terms of the pre-annexation and development agreement shall control.

Section 10.7 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho.

Section 10.8 The waiver by any party hereto of any right granted to it under this Agreement shall not be deemed to be a waiver of any other right granted in this Agreement or shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived under or by this Agreement.

Section 10.9 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one of the same instrument.

Section 10.10 In accordance with Section 50-3116, Idaho Code, the District shall be dissolved by the District Board by a resolution of the District Board upon a determination that each of the following conditions exist: (a) all community infrastructure owned by the District has been, or provision has been made for all community infrastructure to be conveyed, either to the State of Idaho or to a political subdivision thereof, which shall include a county or city in which the District is located, or to a public district or other authority authorized by the laws of this state to own such community infrastructure; (b) the District has no outstanding bond obligations; and (c) all obligations of the District pursuant to any contracts or agreements entered into by the District have been satisfied. All property within the District that is subject to the lien of District taxes or special assessments shall remain subject to the lien for the payment of general obligation bonds or special assessment bonds, as the case may be, notwithstanding dissolution of the District. The District shall not be dissolved if any Revenue Bonds of the District remain outstanding unless an amount of money sufficient, together with investment income thereon, to make all payments due on the Revenue Bonds, either at maturity or prior to redemption, has been deposited with a trustee or escrow agent and pledged to the payment and redemption of bonds. The District may continue to operate after dissolution only as needed to collect money and make payments on any outstanding bonds.

Section 10.11 All notices, certificates or other communications hereunder (including in the Exhibits hereto) shall be sufficiently given and shall be deemed to have been received 48 hours after deposit in the United States mail in registered or certified form with postage fully prepaid addressed as follows:

If to the Municipality:

City of Boise, Idaho
150 North Capitol Blvd.
P.O. Box 500
Boise, Idaho 83701-0500
Attention: _____

If to the District:

Harris Ranch Community Infrastructure
District No. 1 (City of Boise, Idaho)
c/o City of Boise, Idaho
150 North Capitol Blvd.
P.O. Box 500
Boise, Idaho 83701-0500
Attention: District Manager

If to the Owner:

Mr. Doug Fowler
Harris Family Limited Partnership
4940 East Mill Station Drive
Boise, ID 83716

With a copy to:

Mr. Dick Mollerup
Meuleman Mollerup
755 East Front Street
Suite 200
Boise, ID 83702

Any of the foregoing, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 10.12 If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 10.13 The headings or titles of the several Articles and Sections hereof and in the Exhibits hereto, and any table of contents appended to copies hereof and thereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement. All references herein to "Exhibits," "Articles," "Sections," and other subdivisions are to the corresponding Exhibits, Articles, Sections or subdivisions of this Agreement; the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Exhibit, Article, Section or subdivision hereof.

Section 10.14 This Agreement does not relieve any party hereto of any obligation or responsibility imposed upon it by law.

Section 10.15 No later than ten (10) days after this Agreement is executed and delivered by each of the parties hereto, the Owner shall on behalf of the Municipality and the District record a copy of this Agreement with the County Recorder of Ada County, Idaho.

Section 10.16 Unless otherwise expressly provided, the representations, covenants, indemnities and other agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive any conveyance or transfer provided herein.

Section 10.17 If any party hereto shall be unable to observe or perform any covenant or condition herein by reason of "force majeure," then the failure to observe or perform such covenant or condition shall not constitute a default hereunder so long as such party shall use its best efforts to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. **"Force majeure"**, as used here, means any condition or event not reasonably within the control of such party, including, without limitation, acts of God; strikes, lockouts, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of the government of the United States or any State thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests; restraints of government and of people; explosions; and partial or entire failure of utilities. Failure to settle strikes, lockouts and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing party or parties, in either case when such course is in the judgment of the party hereto unfavorable to such party, shall not constitute failure to use its best effort to remedy such a condition or event.

Section 10.18 Whenever the consent or approval of any party hereto, or of any agency therefore, shall be required under the provisions hereof, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

Section 10.19 The Other Parties join in the execution of this Agreement for the sole purpose of binding their respective interests in lands within the District and consenting to all matters agreed to herein by the Owner, and the Other Parties do not, by joining in the execution of this Agreement, obligate themselves to any of the affirmative obligations set forth herein on the part of the Owner.

Section 10.20 All parties hereto have been, or have had the opportunity to be represented by legal counsel in the course of the negotiations for and the preparation of this Agreement and related documents. Accordingly, in all cases, the language of this Agreement and related documents shall be construed simply, according to its fair meaning, and not strictly for or against either party regardless of which party caused its preparation.

Section 10.21 The persons executing this Agreement on behalf of each respective entity each warrant and represent to the others that they have been duly authorized to act on behalf of their respective entity and have the authority to execute this Agreement and to create a binding obligation.

IN WITNESS WHEREOF, the officers of Harris Family Limited Partnership, the Municipality and the District have duly affixed their signatures and attestations, and the officers of the Owner their signatures, all as of the day and year first written above.

CITY OF BOISE, IDAHO,
a municipal corporation

By _____
Mayor

ATTEST:

_____
City Clerk

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, IDAHO), an Idaho Community Infrastructure District

By _____
Chairman, District Board

ATTEST:

_____
District Clerk

The foregoing Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and is within the power and authority granted pursuant to the laws of this State to the District.

District Counsel

State of Idaho)
) ss.
County of Ada)

On this 22 day of June, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared David H. Beiter, known or identified to me to be the Mayor of the City of Boise, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

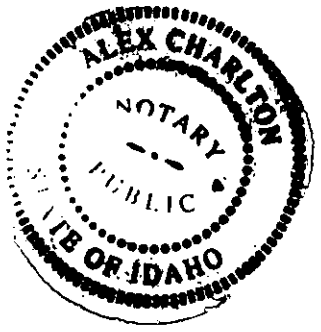
ALEX CHARLTON NOTARY PUBLIC STATE OF IDAHO

Notary Public for
Residing at: Boise Idaho
My commission Expires: 3-13-13

State of Idaho)
) ss.
County of Ada)

On this 5 day of October, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared David Eberle, known or identified to me to be the Chairman of the District Board of the Harris Ranch Community Infrastructure District No. 1, (City of Boise, Idaho), the Community Infrastructure District that executed the instrument or the person who executed the instrument on behalf of said Community Infrastructure District, and acknowledged to me that such Community Infrastructure District 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 Boise

Residing at: Boise

My commission Expires: 3-13-13

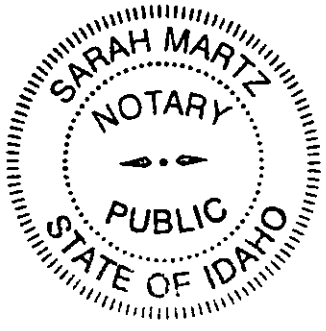
Harris Family Limited Partnership
an Idaho Limited Partnership

By: Felicia Burkhalter
Its: managing member

State of Idaho)
) ss.
County of Ada)

On this 5 day of October, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Felicia Burkhalter member of Harris Family Limited Partnership, an Idaho Limited Partnership, known or identified to me to be the Manager of Harris Family Limited Partnership, the limited liability company that executed the instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



Sarah Martz

Notary Public for Ada

Residing at: Boise, IDAHO

My commission Expires: November 10, 2011

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: _____

Alta M. Harris
as to a life estate

Alta M. Harris

Alta M. Harris

State of Idaho)
) ss.
County of Ada)

On this 5 day of October, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Alta M. Harris, [redacted] or the person who executed the instrument [redacted]

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

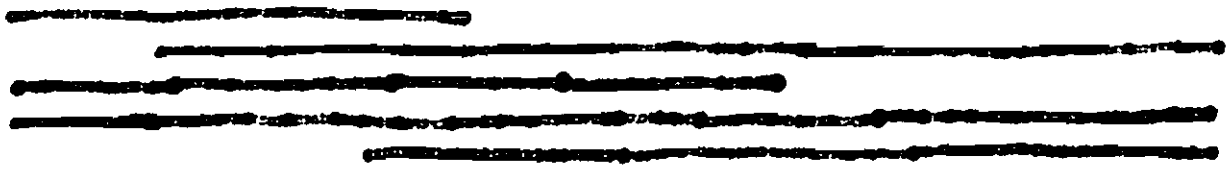
SARAH MARTZ NOTARY PUBLIC STATE OF IDAHO

Sarah Martz

Notary Public for Ada

Residing at: Boise, Idaho

My commission Expires: November 10, 2011



DISTRICT DEVELOPMENT AGREEMENT NO. 1

FOR THE HARRIS RANCH
COMMUNITY INFRASTRUCTURE DISTRICT NO. 1
(CITY OF BOISE, IDAHO)

LIST OF EXHIBITS

EXHIBIT A Legal Description of Property to be Included in the District
EXHIBIT B Form of Notice Inviting Bids
EXHIBIT C Form of Certificate of Engineers for Conveyance of Segment of Project
EXHIBIT D Form of Conveyance of Segment of Project
EXHIBIT E Form of Disclosure Pamphlet

Harris Ranch
Community Infrastructure District No. 1
District Boundary Legal Description

Parcel B:

The West half of Section 20, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho;

EXCEPT the following tracts:

Tract 1

A parcel of land situate in the Southwest Quarter of Section 20, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 20, which lies North 2644.29 feet from the Southwest corner of said Section 20; thence
South 64°48'09" East 1680.32 feet, along a random line to the approximate centerline intersection of Barber Road and Shady Lane; thence
South 30°37'45" West 795.86 feet along the centerline of Shady Lane; thence
South 45°18'00" West 187.37 feet along the centerline of Shady Lane; thence
South 44°42'00" East 15.00 feet to the Southeasterly boundary of Shady Lane and to the REAL POINT OF BEGINNING; thence
North 45°18'00" East 114.07 feet along the Southeasterly boundary of Shady Lane; thence
South 79°29'30" East 95.26 feet; thence
South 10°30'30" West 290.68 feet; thence
North 79°29'30" West 160.34 feet; thence
North 10°30'30" East 197.80 feet to the REAL POINT OF BEGINNING.

Tract 2

A parcel of land situate in the Southwest Quarter of Section 20, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 20, which lies North 2644.29 feet from the Southwest corner of said Section 20; thence
South 64°48'09" East 1680.32 feet, along a random line, to the approximate centerline intersection of Barber Road and Shady Lane; thence
South 30°37'45" West 376.45 feet along the centerline of Shady Lane; thence
North 59°25'40" West 15.00 feet to the Northwesterly boundary of Shady Lane and to the REAL POINT OF BEGINNING; thence
South 30°37'45" West 171.11 feet along the Northwesterly boundary of Shady Lane; thence
North 59°25'40" West 254.58 feet; thence
North 30°37'45" East 171.11 feet along a line parallel to the centerline of Shady Lane; thence
South 59°25'40" East 254.58 feet to the REAL POINT OF BEGINNING.

Tract 3

The Southwest Quarter of the Northwest Quarter of Section 20, Township 3 North, Range 3 East, *Boise Meridian*, Ada County, Idaho.

Tract 4

That portion of said Section 20 conveyed to Idaho Power Company by deed recorded under Instrument No. 420137, of Official Records.

Tract 5

That portion of said Section 20 within the following described property:

A parcel of land located in the Southeast Quarter of Section 19, and the West half of the Southwest Quarter of Section 20, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 19, from which the South Quarter corner of said Section 19 bears
North 88°37'14" West, 2642.54 feet; thence
North 25°32'37" East, 1199.44 feet to the beginning of a non-tangent curve to the left said point being the REAL POINT OF BEGINNING; thence 850.03 feet along the arc of said non-tangent curve to the left, having a radius of 1949.00 feet, a central angle of 24°59'20", and a long chord bearing North 77°32'48" West, 843.31 feet; thence
South 89°57'32" West, 278.98 feet to the beginning of a curve to the left; thence 416.06 feet along the arc of said curve to the left, having a radius of 2154.51 feet, a central angle of 11°03'52", and a long chord bearing North 07°50'35" East, 415.41 feet; thence
North 84°04'00" East, 1088.99 feet to the beginning of a non-tangent curve to the right; thence 61.83 feet along the arc of said non-tangent curve to the right, having a radius of 3236.01 feet, a central angle of 1°05'41", and a long chord bearing
South 00°05'32" West, a distance of 61.83 feet; thence
North 89°39'57" East, 61.01 feet to the beginning of a non-tangent curve to the right; thence 633.35 feet along the arc of said non-tangent curve to the right, having a radius of 3297.01 feet, a central angle of 11°00'23", and a long chord bearing
South 06°07'30" West, a distance of 632.37 feet to the beginning of a compound curve; thence 39.67 feet along the arc of said compound curve, having a radius of 22.00 feet, a central angle of 103°19'11 ", and a long chord bearing
South 63°17'17" West, 34.51 feet to the REAL POINT OF BEGINNING.

Parcel C:

The Northwest Quarter of the Northwest Quarter and the West half of the East half of the Northwest Quarter lying North of Warm Springs Avenue (Highway No. 21), Section 29, Township 3 North, Range 3 East, Ada County, Idaho;

EXCEPT that portion thereof conveyed to Ada County Highway District by deed recorded September 14, 2000 under Instrument No. 100073741, of Official Records.

Parcel D:

Government Lots 4 and 5, the West half of Government Lot 3, that portion of the West half of the East half of the Northwest Quarter lying Southwesterly of the right of way for Warm Springs Avenue, and that portion of the Northwest Quarter of the Northwest Quarter lying Southwesterly of the right of way for Warm Springs Avenue, all in Section 29, Township 3 North, Range 3 East, Boise Meridian, in Ada County, Idaho;

TOGETHER WITH

A portion of S. Eckert Road — a parcel of land being a portion of the West half of Section 29, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the North Quarter corner of Section 29, Township 3 North, Range 3 East, Boise Meridian, Ada County Idaho; thence
South 00°29'29" West on the North-South mid-section line of said Section 29, 3002.99 feet to a point; thence leaving said mid-section line
North 89°30'31" West 660.00 feet to a point on the Westerly boundary of the Idaho Power Company property as described in the Warranty Deed recorded in Book 434 of Deeds at page 108, records of Ada County, Idaho; thence
North 86°52'14" West 786.16 feet to a point of non-tangency; thence Southwesterly 365.31 feet on the arc of a non-tangent curve to the left, said curve having a central angle of 36°58'49", a radius of 566.00 feet and a long chord of 359.00 feet which bears South 74°38'20" West to a point on the Easterly right-of-way line of the existing Eckert Road as described in that deed recorded as Instrument No. 34746, dated February 11, 1911, of Ada County Records; thence along said Easterly right-of-way line
North 49°20'00" East 226.28 feet to a point of non-tangency, said point being on the Northerly right-of-way line of the new alignment of Eckert Road and also being the REAL POINT OF BEGINNING; thence on the new alignment of Eckert Road, 137.58 feet on the arc of a non-tangent curve to the left, said curve having a central angle of 12°26'00", a radius of 634.00 feet, and a long chord of 137.31 feet which bears South 70°41'16" West to a point on the existing Westerly right-of-way line of Eckert Road; thence
North 49°20'00" East 1447.08 feet on the said Westerly right-of-way line of Eckert Road as described in said Instrument No. 34746, to a point on the said Westerly Idaho Power Company property line; thence
South 00°29'29" West 66.41 feet on said Idaho Power Company property line to a point on the Easterly right-of-way line of Eckert Road as described in said Instrument No. 34746; thence
South 49°20'00" West 1275.49 feet on said Easterly right-of-way line to the REAL POINT OF BEGINNING.

AND TOGETHER WITH

Portions of the Southeast Quarter of the Southwest Quarter, and the Northwest Quarter of the Southwest Quarter, and the Southwest Quarter of the Northwest Quarter in Section 29, Township 3 North, Range 3 East, Boise Meridian, and more particularly described as follows:

COMMENCING at a brass cap monument marking the Northwest corner of said Section 29, from which an aluminum cap monument marking the North One-Quarter (1/4) corner of said Section 29 bears
South 89°35'29" East a distance of 2657.58 feet; thence
South 0°16'44" West a distance of 2447.24 feet along the West line of said Section 29 to the intersection with the meander line of the North (right) bank of the Boise River as described in the original GLO Survey Notes of 1868; thence
South 54°43'16" East (formerly described as South 55°00' East in said GLO Survey Notes), 23.27 feet along said North meander line; thence
South 56°13'16" East (formerly described as South 56°30' East in said GLO Survey Notes), 196.49 feet along said North meander line to the intersection with the ordinary high water line of the North (right) bank of the Boise River, said intersection being the REAL POINT OF BEGINNING; thence continuing
South 56°13'16" East, 113.71 feet along said North meander line; thence
South 39°43'16" East, 660.00 feet (formerly described as South 40°00' East 660.00 feet in said GLO Survey Notes), along said North meander line; thence
South 62°28'16" East a distance of 1320.00 feet (formerly described as South 62°45' East, 1320.00 feet in said GLO Survey Notes) along said North meander line; thence
South 32°43'16" East (formerly described as South 33°00' East in said GLO Survey Notes), 196.95 feet along said North meander line to the intersection with the East line of the West half of Government Lot 3; thence leaving said North meander line,
South 0°25'54" West 658.32 feet along said East line to a 5/8" iron pin monument marking the intersection with the ordinary high water line of the North (right) bank of the Boise River; thence along the said ordinary high water line to a 5/8" iron pin monuments the following courses and distances:
North 85°00'10" West 290.65 feet; thence
North 73°30'40" West 157.48 feet; thence
North 56°57'50" West 178.96 feet; thence
North 47°21'15" West 190.62 feet; thence
North 36°38'05" West 400.82 feet; thence
North 32°16'03" West 171.01 feet; thence
North 27°50'38" West 88.54 feet; thence
North 33°09'57" West 207.74 feet; thence
North 43°19'22" West 86.24 feet; thence
North 28°28'00" West 50.35 feet; thence
North 26°16'29" East 26.61 feet; thence
North 11°01'36" West 126.73 feet; thence
North 26°42'22" West 143.78 feet; thence
North 51°23'40" West 298.34 feet; thence
North 29°51'00" West 319.07 feet; thence
North 15°22'23" West 109.33; thence
North 13°31'39" East 38.90 feet returning to the REAL POINT OF BEGINNING.

EXCEPT that portion thereof conveyed to the State of Idaho Department of Parks and Recreation, by deed recorded April 25, 1988 under Instrument No. 8819518, of Official Records;

AND EXCEPT that portion of Eckert Road which has not been vacated;

AND EXCEPT

A parcel of land lying in a portion of the Southeast Quarter Northwest Quarter of Section 29, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho and being particularly described as follows:

COMMENCING at a brass cap marking the One-Quarter corner between Sections 20 and 29; thence
North 89°35'34" West along the North boundary of Section 29 a distance of 664.43 feet to a point, said point bears
South 89°35'34" East a distance of 1993.28 feet from the Northwest corner of Section 29; thence
South 0°25'53" West a distance of 1834.35 along the West boundary of the Idaho Power Company Corridor, Instrument No. 420137, to a point, said point being the REAL POINT OF BEGINNING; thence continuing along said boundary
South 0°25'53" West a distance of 144.97 feet to the Northwest right of way line of Old Eckert Road; thence
South 49°29'24" West along the right of way line, a distance of 165.00 feet; thence
North 40°30'36" West a distance of 265.00 feet; thence
North 49°29'24" East a distance of 260.00 feet; thence
South 40°30'36" East a distance of 155.49 feet to the West line of said Idaho Power Company Corridor and the POINT OF BEGINNING.

AND EXCEPT that portion thereof lying within the following described property:

A portion of Government Lot 5 of Section 29 and a portion of Government Lot 8 of Section 30, all in Township 3 North, Range 3 East, Boise Meridian, and more particularly described as follows:

COMMENCING at a brass cap monument marking the Northwest corner of said Section 29 from which an aluminum cap monument marking the North One-Quarter (1/4) corner of said Section 29 bears
South 89°35'29" East a distance of 2657.58 feet; thence
South 0°16'44" West a distance of 2447.24 feet along the West line of the Northwest Quarter of said Section 29 to the intersection with the meander line of the North (right) bank of the Boise River as described in the original GLO Survey Notes of 1868, said intersection being the REAL POINT OF BEGINNING; thence
South 54°43'16" East (formerly described as South 55°00' East in said GLO Survey Notes), 23.27 feet along said North meander line; thence
South 56°13'16" East (formerly described as South 56°30' East in said GLO Survey Notes), 196.49 feet along said North meander line to the intersection with the ordinary high water line of the North (right) bank of the Boise River; thence along said ordinary high water line of the North (right) bank of the Boise River to 5/8" iron pin monuments the following courses and distances:
North 13°31'39" East 54.63 feet; thence

North 5°06'39" East 237.01 feet; thence
North 15°09'13" West 177.42 feet; thence
North 80°09'11" West 70.03 feet; thence
North 47°01'28" West 349.12 feet; thence
North 54°21'53" West 71.40 feet; thence
North 55°32'34" West 367.84 feet; thence
North 75°17'00" West 132.39 feet; thence
North 69°08'03" West 92.50 feet; thence
North 82°45'14" West 25.67 feet to the intersection with the said North meander line; thence
South 19°58'16" East (formerly described as South 20°15' East in said GLO Survey Notes), 533.47 feet along said North meander line; thence
South 54°43'16" East (formerly described as South 55°00' East in said GLO Survey Notes), 702.73 feet along said North meander line returning to the REAL POINT OF BEGINNING.

AND EXCEPT that portion thereof conveyed to Ada County Highway District for Realigned Eckert Road by deed recorded on January 18, 2002 under Instrument No. 102007187, of Official Records.

AND EXCEPT that portion thereof lying within the following described property:

A 35.00 foot wide strip of land being located in portions of Government Lots 8 and 9 of Section 30, and Government Lots 4 and 5 of Section 29, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 30 from which the North Quarter corner of said Section 30 bears
North 88°37'14" West, 2642.54 feet; thence
South 49°59'58" West, 1391.89 feet to the REAL POINT OF BEGINNING of said 35.00 foot wide strip of land; thence
South 55°29'27" East, 306.23 feet to reference Point A; thence continuing
South 55°29'27" East, a distance of 402.67 feet; thence 198.95 feet along the arc of a curve to the left having a radius of 3,573.50 feet, a central angle of 03°11'24", and a long chord which bears
South 57°05'09" East, a distance of 198.93 feet; thence 633.68 feet along the arc of a reverse curve to the right having a radius of 7,140.53 feet, a central angle of 05°05'05", and a long chord which bears
South 56°08'18" East, a distance of 633.47 feet; thence 74.69 feet along the arc of a reverse curve to the left having a radius of 200.00 feet, a central angle of 21°23'54" and a long chord which bears South 64°17'43" East, a distance of 74.26 feet; thence 80.69 feet along the arc of a reverse curve to the right having a radius of 200.00 feet, a central angle of 23°06'53", and a long chord which bears
South 63°26'13" East, a distance of 80.14 feet; thence
South 51°52'47" East, 173.24 feet; thence 38.97 feet along the arc of a curve to the right having a radius of 35.00 feet, a central angle of 63°48'02", and a long chord which bears South 19°58'46" East, a distance of 36.99 feet; thence 589.70 feet along the arc of a reverse curve to the left having a radius of 606.50 feet, a central angle of 55°42'31", and a long chord which bears South 15°56'01" East, a distance of 566.74 feet; thence 190.25

feet along the arc of a reverse curve to the right having a radius of 548.41 feet, a central angle of 19°52'35", and a long chord which bears
South 33°50'58" East, a distance of 189.30 feet; thence 59.60 feet along the arc of a reverse curve to the left having a radius of 200.00 feet, a central angle of 17°04'26", and a long chord which bears South 32°26'54" East, a distance of 59.38 feet; thence
South 40°59'08" East, 152.72 feet; thence 38.55 feet along the arc of a curve to the right having a radius of 100.00 feet, a central angle of 22°05'14", and a long chord which bears South 29°56'30" East, a distance of 38.31 feet; thence
South 18°53'53" East, 80.41 feet to a point on the curved Northerly right-of-way line of South Eckert Road said point also being the POINT OF TERMINUS of said 35.00 foot wide strip of land.

The sidelines of said 35.00 foot wide strip of land shall lengthen or shorten as necessary to intersect a line bearing North 34°30'33" East at the point of beginning and the said curved Northerly right of way of South Eckert Road at the point of terminus.

Together with a 35.00 foot wide strip of land being more particularly described as follows:

Beginning at above said reference Point A; thence
North 89°10'17" West, 215.46 feet to the intersection with the Easterly boundary of a Boise City park parcel and the point of terminus.

The sidelines of said 35.00 foot wide strip of land shall lengthen or shorten as necessary to intersect the said Easterly boundary of a Boise City park parcel at the point of terminus.

AND EXCEPT that portion thereof described as follows:

A 35.00 foot wide strip of land located in portions of Government Lots 3 and 4 of Section 29, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho the centerline of which is more particularly described as follows:

Commencing at the Southwest corner of said Section 29 from which the South Quarter corner of said Section 29 bears
South 89°12'32" East, 2639.22 feet; thence
North 24°40'30" East, 2,356.57 feet to a point on the curved Southerly right-of-way line of South Eckert Road, said point being the REAL POINT OF BEGINNING of said 35.00 foot wide strip of land; thence leaving said right-of-way line
South 18°53'53" East, 20.46 feet; thence 70.46 feet along the arc of a curve to the right having a radius of 50.00 feet, a central angle of 80°44'38", and a long chord which bears South 21°28'26" West, a distance of 64.77 feet; thence
South 61°50'45" West, 24.01 feet; thence 66.64 feet along the arc of a curve to the left having a radius of 76.25 feet, a central angle of 50°04'39", and a long chord which bears South 36°48'26" West, a distance of 64.54 feet; thence 26.28 feet along the arc of a compound curve to the left having a radius of 277.31 feet, a central angle of 05°25'44", and a long chord which bears South 09°03'14" West, a distance of 26.27 feet; thence 57.65 feet along the arc of a compound curve to the left having a radius of 46.09 feet, a central angle of 71°40'09", and a long chord which bears
South 29°29'38" East, a distance of 53.96 feet; thence 77.08 feet along the arc of a reverse curve to the right having a radius of 125.12 feet, a central angle of 35°17'45",

and a long chord which bears South 47°40'46" East, a distance of 75.86 feet; thence 79.46 feet along the arc of a compound curve to the right having a radius of 367.28 feet, a central angle of 12°23'47", and a long chord which bears South 23°50'00" East, a distance of 79.31 feet; thence 32.57 feet along the arc of a reverse curve to the left having a radius of 140.00 feet, a central angle of 13°19'48", and a long chord which bears South 24°18'01" East, a distance of 32.50 feet; thence
South 30°57'55" East, 93.22 feet; thence 46.22 feet along the arc of a curve to the left having a radius of 50.00 feet, a central angle of 52°57'56", and a long chord which bears South 57°26'53" East, a distance of 44.59 feet; thence 179.50 feet along the arc of a reverse curve to the right having a radius of 230.00 feet, a central angle of 44°42'59", and a long chord which bears South 61°34'22" East, a distance of 174.98 feet; thence 122.70 feet along the arc of a compound curve to the right having a radius of 180.00 feet, a central angle of 39°03'21", and a long chord which bears South 19°41'11" East, a distance of 120.34 feet; thence 154.69 feet along the arc of a reverse curve to the left having a radius of 389.75 feet, a central angle of 22°44'25", and a long chord which bears South 11°31'43" East, a distance of 153.68 feet; thence 106.16 feet along the arc of a compound curve to the left having a radius of 159.82 feet, a central angle of 38°03'29", and a long chord which bears South 41°55'41" East, a distance of 104.22 feet; thence 238.02 feet along the arc of a reverse curve to the right having a radius of 361.46 feet, a central angle of 37°43'47", and a long chord which bears South 42°05'32" East, a distance of 233.75 feet; thence 181.55 feet along the arc of a reverse curve to the left having a radius of 246.00 feet, a central angle of 42°17'03", and a long chord which bears South 44°22'10" East, a distance of 177.46 feet; thence 53.42 feet along the arc of a compound curve to the left having a radius of 125.00 feet, a central angle of 24°29'11", and a long chord which bears South 77°45'17" East, a distance of 53.02 feet; thence
South 89°59'53" East, 243.37 feet to a point on the Westerly boundary line of that certain parcel described in and recorded as Warranty Deed Instrument No. 420137, Records of Ada County, Idaho, said point also being the POINT OF TERMINUS of said 35.00 foot wide strip of land.

The sidelines of said 35.00 foot wide strip of land shall lengthen or shorten as necessary to intersect the said Southerly Right of Way of South Eckert Road at the point of beginning and the said Westerly boundary line of Warranty Deed Instrument No. 420137 at the point of terminus.

Parcel E:

Those portions of the South half of the Southeast Quarter of Section 19 and of Government Lots 8 and 9 of Section 30, all in Township 3 North, Range 3 East, Boise Meridian, in Ada County, Idaho, lying Southwesterly of that parcel of land conveyed to the State of Idaho, Department of Parks and Recreation by deed recorded under Instrument No. 8819518, and lying Southeasterly and Northeasterly of the following described line:

COMMENCING at the section corner common to Sections 19, 20, 29 and 30, Township 3 North, Range 3 East, Boise Meridian, in Ada County, Idaho; thence
North 70°28'07" West, 1621.54 feet to an iron bar on the Southerly right of way of the Oregon Short Line Railroad at centerline Station 1271+23.14, being the TRUE POINT OF BEGINNING of this line description; thence
South 25°22'28" West 741.38 feet to a 5/8" x 30" rebar; thence

South 82°34'44" East 49.70 feet to a 5/8" x 30" rebar; thence
South 44°43'59" East 75 feet, more or less, to its intersection with the meander line of the North (right) bank of the Boise River as described in the original GLO Survey Notes of 1868;

TOGETHER WITH

A portion of the Northeast Quarter of Section 30, Township 3 North, Range 3 East, Boise Meridian, and more particularly described as follows:

COMMENCING at a brass cap monument marking the Northwest corner of said Section 29, from which an aluminum cap monument marking the North One-Quarter (1/4) corner of said Section 29 bears
South 89°35'29" East a distance of 2657.58 feet; thence
South 0°16'44" West a distance of 2,447.24 feet along the West line of the Northwest Quarter of said Section 29 to the intersection with the meander line of the North (right) bank of the Boise River as described in the original GLO Survey Notes of 1868; thence
North 54°43'16" West (formerly described as North 55°00' West in said GLO Survey Notes), 702.73 feet along said North meander line; thence
North 19°58'16" West (formerly described as North 20°15' West in said GLO Survey Notes), 533.47 feet along said North meander line to the intersection with the ordinary high water line of the North (right) bank of the Boise River, said intersection being the REAL POINT OF BEGINNING; thence continuing
North 19°58'16" West a distance of 1347.53 feet along said North meander line; thence
North 79°28'16" West (formerly described as North 80°00' West in said GLO Survey Notes), 528.27 feet along said North meander line to the intersection with the Northeasterly line of that certain parcel of land described in State of Idaho Disclaimer of Interest No. 39, records as Instrument No. 8750962, records of said Ada County, Idaho; thence
South 44°28'50" East (formerly described as South 44°43'59" East in said disclaimer), 95.54 feet along said Northeasterly line; thence
South 36°54'50" East, 326.62 feet (formerly described as South 37°09'59" East 326.62 feet in said disclaimer) along said Northeasterly line; thence
South 39°19'57" East 263.13 feet (formerly described as South 39°35'06" East 263.13 feet in said disclaimer along said Northeasterly line; thence
South 53°08'27" East 166.87 feet (formerly described as South 53°23'36" East, 166.87 feet in said disclaimer) along said Northeasterly line; thence
South 31°59'42" East 265.87 feet (formerly described as South 32°14'51" East 265.87 feet in said disclaimer) along said Northeasterly line; thence
South 25°24'04" East 547.31 feet (formerly described as South 25°40'01" East 547.31 feet in said disclaimer) along said Northeasterly line to a 5/8" iron pin monument marking the intersection with the ordinary high water line of the North (right) bank of the Boise River; thence
South 49°01'03" East 9.15 feet along said ordinary high water line to a 5/8" iron pin monument; thence
South 82°45'14" East 33.82 feet along said ordinary high water line returning to the REAL POINT OF BEGINNING.

EXCEPT that portion thereof lying within the following described property:

A portion of Government Lot 5 of Section 29 and a portion of Government Lot 8 of Section 30, all in Township 3 North, Range 3 East, Boise Meridian, and more particularly described as follows:

COMMENCING at a brass cap monument marking the Northwest corner of said Section 29 from which an aluminum cap monument marking the North One-Quarter (1/4) corner of said Section 29 bears
South 89°35'29" East a distance of 2657.58 feet; thence
South 0°16'44" West a distance of 2447.24 feet along the West line of the Northwest Quarter of said Section 29 to the intersection with the meander line of the North (right) bank of the Boise River as described in the original GLO Survey Notes of 1868; said intersection being the REAL POINT OF BEGINNING; thence
South 54°43'16" East (formerly described as South 55°00" East in said GLO Survey. Notes), 23.27 feet along said North meander line; thence
South 56°13'16" East (formerly described as South 56°30' East in said GLO Survey Notes), 196.49 feet along said North meander line to the intersection with the ordinary high water line of the of the North (right) bank of the Boise River; thence along said ordinary high water line of the North (right) bank of the Boise River to 5/8" iron pin monuments the following courses and distances:
North 13°31'39" East 54.63 feet; thence
North 5°06'39" East 237.81 feet; thence
North 15°09'13" West 177.42 feet; thence
North 80°09'11" West 70.03 feet; thence
North 47°01'28" West 349.12 feet; thence
North 54°21'53" West 71.40 feet; thence
North 55°32'34" West 367.84 feet; thence
North 75°17'00" West 132.39 feet; thence
North 69°08'03" West 92.50 feet; thence
North 82°45'14" West 25.67 feet to the intersection with the said North meander line; thence
South 19°58'16" East (formerly described as South 20°15' East in said GLO Survey Notes), 533.47 feet along said North meander line; thence
South 54°43'16" East (formerly described as South 55°00' East in said GLO Survey Notes), 702.73 feet along said North meander line returning to the REAL POINT OF BEGINNING.

AND EXCEPT

A tract of land, partially located in Sections 19 and 30, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Section corner common to Sections 19, 20, 29 and 30, Township 3 North, Range 3 East, Boise Meridian; thence
South 89°55' West a distance of 290.5 feet to Station 1284+71 on the center line of the Union Pacific Railroad, Barber Spur; thence
North 64°28' West a distance of 858.00 feet to Station 1276+13; thence
South 25°32' West a distance of 475.00 feet to the REAL POINT OF BEGINNING; thence

South 25°32' West a distance of 432.40 feet to a point; thence
North 40°48' West a distance of 214.06 feet to a point; thence
North 44°30' West a distance of 306.90 feet to a point; thence
North 25°32' East a distance of 241.45 feet to a point; thence
South 64°28' East a distance of 486.00 feet to the REAL POINT OF BEGINNING.

AND EXCEPT

That portion of the South one-half Southeast Quarter of Section 19, and the North one-half Northeast Quarter of Section 30, both in Township 3 North, Range 3 East, Boise Meridian, described as follows:

COMMENCING at the Section corner common to Sections 19, 20, 29 and 30, Township 3 North, Range 3 East, Boise Meridian; thence
South 89°55' West 290.05 feet to a point on the center line of the Union Pacific Railroad, Barber Spur; thence
North 64°28' West 858.00 feet to a point; thence
South 25°31' West 50.00 feet to the REAL POINT OF BEGINNING; thence
South 25°32' West a distance of 425.00 feet to a point; thence
North 64°28' West a distance of 485.00 feet to a point; thence
North 25°32' East a distance of 425.00 feet to a point; thence
South 64°28' East a distance of 485.00 feet to the REAL POINT OF BEGINNING.

AND EXCEPT

A tract of land situated in portions of Sections 19 and 30, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, described as follows:

COMMENCING at a found brass cap monumenting the Southeast corner of said Section 19; thence along the Southerly line of said Section 19,
North 89°04'58" West a distance of 301.06 feet (formerly South 89°55' West a distance of 290.5 feet) to a point on the centerline of the Union Pacific Railroad, Barber Spur (from which a found brass cap monumenting the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 19 bears
North 89°04'58" West a distance of 1020.31 feet); thence leaving said Southerly line along said centerline
North 64°28'00" West a distance of 301.74 feet (formerly 314.0 feet) to a set P.K. nail; thence leaving said centerline
South 25°32'00" West a distance of 50.00 feet to a set steel pin monumenting the most Easterly corner of that certain tract of land described in Instrument No. 878550 (records of Ada County, Idaho), said steel pin being the REAL POINT OF BEGINNING; thence along the Southeasterly line of said Instrument No. 878550,
South 25°32'00" West a distance of 160.00 feet to a set steel pin; thence leaving said Southeasterly line,
North 64°28'00" West a distance of 349.00 feet to a set steel pin; thence
North 50°26'00" West a distance of 103.08 feet to a set steel pin on the Southeasterly line of that certain tract of land described in Instrument No. 8044257 (records of Ada County, Idaho); thence along said Southeasterly line,
North 25°32'00" East a distance of 135.00 feet to a found steel pin; thence leaving said Southeasterly line along the Northeasterly line of that certain tract of land described in said Instrument No. 878550,

South 64°28'00" East a distance of 449.00 feet to the REAL POINT OF BEGINNING.

AND EXCEPT

A tract of land situated in portions of Sections 19 and 30, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, described as follows:

COMMENCING at a found brass cap monumenting the Southeast corner of said Section 19; thence along the Southerly line of said Section 19,
North 89°04'58" West a distance of 301.06 feet (formerly South 89'55' West a distance of 290.5 feet) to a point on the centerline of the Union Pacific Railroad, Barber Spur (from which a found brass cap monumenting the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 19 bears,
North 89°04'58" West a distance of 1020.31 feet); thence leaving said Southerly line along said centerline,
North 64°28'00" West a distance of 301.74 feet (formerly 314.0 feet) to a set P.K. Nail; thence leaving said centerline,
South 25°32'00" West a distance of 50.00 feet to a set steel pin at the most Easterly corner of that certain tract of land described in Instrument No. 878550 (records of Ada County, Idaho); thence along the Southeasterly boundary of said Instrument No. 878550,
South 25°32'00" West a distance of 160.00 feet to a set steel pin; said steel pin being the REAL POINT OF BEGINNING; thence continuing along the boundary of said Instrument No. 878550, the following courses:
South 25°32'00" West a distance of 290.00 feet to a set steel pin; thence
North 64°28'00" West a distance of 449.00 feet to a found steel pin at the Southeast corner of that certain tract of land described in Instrument No 8044257 (records of Ada County. Idaho); thence leaving the boundary of said Instrument No. 878550 along the Southeasterly boundary of said Instrument No. 8044257,
North 25°32'00" East a distance of 315.00 feet to a set steel pin; thence leaving said Southeasterly boundary,
South 50°26'00" East a distance of 103.08 feet to a set steel pin; thence
South 64°28'00" East a distance of 349.00 feet to the REAL POINT OF BEGINNING.

AND EXCEPT that portion thereof conveyed to County of Ada by deed recorded December 24, 1968 under Instrument No. 706437, of Official Records;

AND EXCEPT that portion thereof conveyed to Ada County Highway District by deed recorded September 18, 1980, under Instrument No. 8044258, of Official Records;

AND EXCEPT

A portion of Government Lot 9, of Section 30, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

COMMENCING at the North Quarter corner of said Section 30 from which the Northeast corner of said Section 30 bears
South 88°37'14" East, 2642.54 feet; thence

South 76°05'32" East, 895.83 feet to the REAL POINT OF BEGINNING; thence 22.76 feet along the arc of a curve to the right having a radius of 102.00 feet, a central angle of 12°47'01", and a long chord which bears
South 51°47'24" East, a distance of 22.71 feet; thence
South 45°23'54" East, 161.44 feet; thence
South 47°14'10" East, 124.29 feet; thence 35.28 feet along the arc of a non-tangent curve to the right having a radius of 212.50 feet, a central angle of 09°30'48", and a long chord which bears South 42°49'05" West, a distance of 35.24 feet; thence
North 36°54'46" West, 180.34 feet; thence
North 44°28'46" West, 130.98 feet to the REAL POINT OF BEGINNING.

AND EXCEPT

A portion of Government Lot 9, of Section 30, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

COMMENCING at the North Quarter corner of said Section 30 from which the Northeast corner of said Section 30 bears
South 88°37'14" East, 2642.54 feet; thence
South 65°25'32" East, 1,221.72 feet to the REAL POINT OF BEGINNING; thence 35.21 feet along the arc of a curve to the right having a radius of 149.50 feet, a central angle of 13°29'36", and a long chord which bears North 75°15'45" East, a distance of 35.13 feet; thence 2.86 feet along the arc of a compound curve to the right having a radius of 57.50 feet a central angle of 2°51'16", and a long chord which bears
North 83°26'11" East, a distance of 2.86 feet; thence
South 36°54'46" East, 61.90 feet; thence
South 39°19'53" East, 258.15 feet; thence
South 53°08'23" East, 164.43 feet; thence
South 47°15'05" East, 143.30 feet; thence
South 34°30'33" West, 35.00 feet; thence
North 55°29'27" West, 2.52 feet; thence
North 47°15'05" West, 144.02 feet; thence
North 53°08'23" West, 166.87 feet; thence
North 39°19'53" West, 263.13 feet; thence
North 36°54'46" West, 77.34 feet to the POINT OF BEGINNING.

AND EXCEPT that portion thereof lying within the following described property:

A 35.00 foot wide strip of land being located in portions of Government Lots 8 and 9 of Section 30, and Government Lots 4 and 5 of Section 29, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 30 from which the North Quarter corner of said Section 30 bears North 88°37'14" West, 2642.54 feet; thence
South 49°59'58" West, 1391.89 feet to the REAL POINT OF BEGINNING of said 35.00 foot wide strip of land; thence
South 55°29'27" East, 306.23 feet to reference Point A; thence continuing
South 55°29'27" East, a distance of 402.67 feet; thence 198.95 feet along the arc of a curve to the left having a radius of 3,573.50 feet a central angle of 03°11'24", and a long

chord which bears South 57°05'09" East, a distance of 198.93 feet; thence 633.68 feet along the arc of a reverse curve to the right having a radius of 7,140.53 feet, a central angle of 05°05'05", and a long chord which bears South 56°08'18" East, a distance of 633.47 feet; thence 74.69 feet along the arc of a reverse curve to the left having a radius of 200.00 feet, a central angle of 21°23'54", and a long chord which bears South 64°17'43" East, a distance of 74.26 feet; thence 80.69 feet along the arc of a reverse curve to the right having a radius of 200.00 feet, a central angle of 23°06'53", and a long chord which bears South 63°26'13" East, a distance of 80.14 feet; thence South 51°52'47" East, 173.24 feet; thence 38.97 feet along the arc of a curve to the right having a radius of 35.00 feet, a central angle of 63°48'02", and a long chord which bears South 19°58'46" East, a distance of 36.99 feet; thence 589.70 feet along the arc of a reverse curve to the left having a radius of 606.50 feet, a central angle of 55°42'31", and a long chord which bears South 15°56'01" East, a distance of 566.74 feet; thence 190.25 feet along the arc of a reverse curve to the right having a radius of 548.41 feet a central angle of 19°52'35", and a long chord which bears South 33°50'58" East, a distance of 189.30 feet; thence 59.60 feet along the arc of a reverse curve to the left having a radius of 200.00 feet, a central angle of 17°04'26", and a long chord which bears South 32°26'54" East a distance of 59.38 feet; thence South 40°59'08" East, 152.72 feet; thence 38.55 feet along the arc of a curve to the right having a radius of 100.00 feet, a central angle of 22°05'14", and a long chord which bears South 29°56'30" East, a distance of 38.31 feet; thence South 18°53'53" East, 80.41 feet to a point on the curved Northerly right-of-way line of South Eckert Road said point also being the POINT OF TERMINUS of said 35.00 foot wide strip of land.

The sidelines of said 35.00 foot wide strip of land shall lengthen or shorten as necessary to intersect a line bearing North 34°30'33" East at the point of beginning and the said curved Northerly right of way of South Eckert Road at the POINT OF TERMINUS.

Together with a 35.00 foot wide strip of land being more particularly described as follows:

BEGINNING at above said reference Point A; thence North 89°10'17" West, 215.46 feet to the intersection with the Easterly boundary of a Boise City park parcel and the POINT OF TERMINUS.

The sidelines of said 35.00 foot wide strip of land shall lengthen or shorten as necessary to intersect the said Easterly boundary of a Boise City park parcel at the POINT OF TERMINUS.

Parcel F:

A tract of land, partially located in Sections 19 and 30, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Section corner common to Sections 19, 20, 29 and 30, Township 3 North, Range 3 East, Boise Meridian; thence South 89°55' West a distance of 290.5 feet to Station 1284+71 on the center line of the Union Pacific Railroad, Barber Spur; thence North 64°28' West a distance of 858.00 feet to Station 1276+13; thence South 25°32' West a distance of 475.00 feet to the REAL POINT OF BEGINNING;

thence
South 25°32' West a distance of 432.40 feet to a point; thence
North 40°48' West a distance of 214.06 feet to a point; thence
North 44°30' West a distance of 306.90 feet to a point; thence
North 25°32' East a distance of 241.45 feet to a point; thence
South 64°28' East a distance of 486.00 feet to REAL POINT OF BEGINNING.

Parcel I:

All that portion of Government Lots 4 and 5 of Section 19, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, lying South and East of Barber Road and North of Highway No. 21.

EXCEPT that portion thereof conveyed to Ada County Highway District by Deed recorded February 12, 2009 as Instrument No. 109015741.

Parcel J:

All that portion of the Northeast Quarter Southeast Quarter of Section 19, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, lying South of an Old Wagon Road commonly called Barber Road.

AND

All that portion of the South half, Southeast Quarter of Section 19, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, lying North of State Highway No. 21.

EXCEPT that portion thereof conveyed to Ada County Highway District by Deed recorded April 17, 2009 as Instrument No. 109043680;

AND EXCEPT that portion thereof described as follows:

A parcel of land located in the Southeast Quarter of Section 19, and the West half of the Southwest Quarter of Section 20, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 19, from which the South Quarter corner of said Section 19 bears North 88°37'14" West, 2642.54 feet; thence North 25°32'37" East, 1199.44 feet to the beginning of a non-tangent curve to the left; thence 850.03 feet along the arc of said non-tangent curve to the left, having a radius of 1949.00 feet, a central angle of 24°59'20" and a long chord bearing North 77°32'48" West, 843.31 feet; thence
South 89°57'32" West, 278.98 feet to the REAL POINT OF BEGINNING.

Thence continuing
South 89°57'32" West, 585.51 feet to the beginning of a curve to the right; thence 41.30 feet along the arc of said curve to the right, having a radius of 22.00 feet, a central angle of 107°33'36", and a long chord bearing North 36°15'40" West, 35.50 feet to the intersection with the Easterly right-of-way of East Warm Springs Avenue, a public

Parcel R

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

COMMENCING at the Section Corner common to Sections 19 and 30 of said Township 3 North, Range 3 East and Sections 24 and 25 of Township 3 North, Range 2 East, Boise Meridian; thence
South 87°18'52" East 2449.93 feet on the section line common to Sections 19 and 30 to the Quarter Section Corner common to said Sections 19 and 30; thence

South 88°37'00" East 1104.02 feet on the section line common to Sections 19 and 30 to a point; thence leaving said section line,
North 01°23'00" East 511.98 feet to a point on the Southerly boundary line of the Old Railroad right of way; thence
South 64°00'54" East 11.40 feet along the said Southerly railroad right of way to the INITIAL POINT of this description; thence
North 25°58'46" East 100.00 to a point on the Northerly line of said railroad right of way; thence
South 64°00'54" East 1637.04 feet along the Northerly line of said railroad right of way to a point; thence
South 00°16'45" West 110.98 feet to a point on the Southerly line of the said railroad right of way; thence
North 64°00'54" West 1685.17 feet along the said Southerly line of the railroad right of way to the INITIAL POINT of this description.

Parcel S:

All that portion of a tract of land in the Northwest Quarter of Section 29, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, previously described in part by Instrument No. 8856669 and referencing Parcel 2 of said instrument more particularly described as follows:

COMMENCING at the Northwest corner of Section 29, Township 3 North, Range 3 East, Boise Meridian, a found brass monument in a concrete pillar; thence South along the Westerly boundary of the said Northwest Quarter of Section 29, approximately 84 feet, more or less, to the Northeasterly right of way of Boise City Railway and Terminal Company right of way, the REAL POINT OF BEGINNING; thence continuing South along the Westerly boundary of the said Northwest Quarter of Section 29, approximately 111 feet, more or less, to the Southwesterly right of way of the Boise City Railway and Terminal Company 100 foot right of way; thence Southeasterly along the said Southwesterly right of way approximately 2906 feet, more or less, to the intersection of the Northwesterly S. Old Eckert Road right of way; thence Northeasterly along the said Northwesterly S. Old Eckert Road right of way, approximately 100 feet, more or less, to the intersection of the Northeasterly right of way of the Boise City Railway and Terminal Company 100 foot right of way, which is also the Southwesterly right of way of Warm Springs Avenue; thence Northwesterly, approximately 2968 feet, along the Northeasterly right of way of the Boise City Railway and Terminal Company 100 foot right of way, which is also the Southwesterly right of way of Warm Springs Avenue to the POINT OF BEGINNING of this description.

Parcel T:

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

All the following described real estate situate in Ada County, State of Idaho, to-wit;
A tract of land in Section 29, Township 3 North, Range 3 East of the Boise Meridian, containing 1.38 acres, more or less, being more particularly described as follows:

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

BEGINNING at a point on the Western boundary of the Northeast Quarter of Section 29, Township 3 North, Range 3 East, Boise Meridian and 1429.2 feet South of the North Quarter corner of said section; thence following the arc of a 2° curve to the right a distance of 377.6 feet to the point of tangent of said curve; thence
South 51°43' East 622.4 feet.

ALSO, a triangular shaped parcel of land situate in the East half Northwest Quarter of Section 29, Township 3 North, Range 3 East of the Boise Meridian in Ada County, Idaho, being more particularly described as follows:

BEGINNING at the intersection of the North-South centerline of said Section 29 with the Northwest boundary line of that certain public road running Southwesterly across the Southeast Quarter Northwest Quarter of said Section 29 at a point that is 1384.79 feet distant Southerly, measured along said North-South centerline, from the North Quarter corner of said Section 29; thence
South 43°19' West along said Northwest boundary line of said public road, a distance of 120.49 feet, more or less, to the Easterly corner of that certain parcel of land heretofore acquired by Oregon Short Line Railroad Company from Boise Payette, Inc., by Deed dated October 15, 1935, filed for record January 29, 1936, in Book 215 of Deeds at Page 238 of the Records of Ada County, Idaho, said point also being the beginning of a nontangent curve concave Southwesterly, having a radius of 1382.7 feet; thence
Southeasterly along said curve, having a long chord that bears,
South 46°47'01" East a distance of 116.10 feet, through a central angle of 4°48'44", a distance of 116.13 feet, more or less, to said North-South centerline of Section 29; thence
North 0°41' West along said North-South centerline, a distance of 167.18 feet, more or less, to the POINT OF BEGINNNING.

EXHIBIT B

FORM OF NOTICE INVITING BIDS TO BE USED SHALL BE SUBSTANTIALLY IN THE FORM OF NOTICE USED BY THE CITY OF BOISE FOR WORK BID PURSUANT TO CHAPTER 28, TITLE 67 OF THE IDAHO CODE AS MAY BE MODIFIED BY THE DISTRICT

Sealed bids will be received by _____ until 10:00 a.m. MST, on _____,20__ at _____. At this time, the bids will be publicly opened and read aloud and award will be made to the lowest responsible bidder. Each bid shall be accompanied by a cashier's check or a bid bond acceptable to _____ for a sum of not less than ten percent (10%) of the amount of the bid, made payable to _____.

No bid will be considered unless it is submitted on the provided bid form. _____ reserves the right to reject all or any part of any bid.

A Bid may not be withdrawn after the date and time specified for the opening of bids. Failure by the successful bidder to execute the contract may result in forfeiture of the bid bond.

Contact _____, Construction Coordinator, at _____ or _____, the District Engineer, for additional information.

Plans, specifications and bid forms may be obtained for the sum of $_____ from the Construction Coordinator, _____, or by calling _____. This fee is non-refundable. Construction documents will not be available before _____.

Objections to specifications or bidding procedures must be made in writing and must be received by the [clerk/secretary/authorized agent] of _____ at least three (3) business days before the date and time specified above for the opening of bids.

Any participating bidder objecting to the award of the contract shall respond in writing within seven (7) calendar days of the date of transmittal of the notice of award. Such written objection shall set forth the express reason or reasons that the award decision of _____ is in error.

For those interested in purchasing plans and specifications by mail, there will be an additional advance charge of $_____ to cover postage and handling. Therefore, a check made payable to _____ in the amount of $_____ should accompany the request. Please allow four to five days for delivery.

The infrastructure which is the subject of the bids is being bid and constructed pursuant to the terms of District Development Agreement No. 1 between the City of Boise, Idaho and Harris Ranch Community Infrastructure District No. 1. The successful contractor will not have recourse, directly or indirectly, to the City of Boise or Harris

Ranch Community Infrastructure District No. 1 for any costs under any construction contract or any liability, claim or expense arising therefrom.

A pre-bid conference will be held at _____, _____, at 10:00 a.m. MST. The work consists of construction of:

(insert description of Project/Segment)

All bids received in response to this Notice Inviting Bids shall be in conformance with the applicable Idaho State Law.

EXHIBIT C

CERTIFICATE OF THE ENGINEERS FOR CONVEYANCE OF SEGMENT OF PROJECT

(insert description of Project/Segment)

STATE OF IDAHO)
COUNTY OF ADA)
CITY OF BOISE) ss.
HARRIS RANCH COMMUNITY
INFRASTRUCTURE DISTRICT NO. 1

We the undersigned, being Professional Engineers in the State of Idaho and, respectively, the duly appointed District Engineer for Harris Ranch Community Infrastructure District No. 1 (hereinafter referred to as the ***"District"***), and the engineer employed by Harris Family Limited Partnership (hereinafter referred to as the ***"Owner"***), each hereby certify for purposes of the District Development Agreement, dated _____, 2010 (hereinafter referred to as the ***"District Development Agreement"***), by and among the District, the City of Eagle, Idaho and the Owner that:

1. The Segment indicated above has been performed in every detail pursuant to the Plans and Specifications (as such term and all of the other initially capitalized terms in this Certificate are defined in the Agreement) and the Acquisition Project Construction Contract (as modified by any change orders permitted by the Agreement) for such Segment.

2. The Segment Price as publicly bid and including the cost of approved change orders, excluding financing costs and other eligible costs pursuant to Section 3.2(a) of the District Development Agreement for such Segment is $_____, as further described in the "Improvements Conveyed" portion of *Exhibit A* attached hereto.

3. The Owner provided for compliance with the requirements for public bidding for such Segment as required by the Agreement (including, particularly but not by way of limitation, Chapter 28, Title 67, Idaho Code, as amended) in connection with award of the Acquisition Project Construction Contract for such Segment.

4. The Owner filed all construction plans, specifications, contract documents, and supporting engineering data for the construction or installation of such Segment with the Municipality.

5. The Owner obtained good and sufficient performance and payment bonds in connection with such Contract.

DATED AND SEALED THIS ..... DAY OF ....., 20.....

By.....
_____, District Engineer

[P.E. SEAL]

[P.E. SEAL]

By.....
_____, Engineer for City

Confirmed for purposes of Section 3.5 of the District Development Agreement by

.....
_____, Manager for Harris Ranch Community Infrastructure District No.1

EXHIBIT A

Harris Ranch Community Infrastructure District No. 1
_____ Segment Conveyed

Improvements Conveyed

Section I				
Scope of Work	**Unit**	**Unit Cost**	**Quantity**	**Amount**
		$ -		$ -
		$ -		$ -
			Sub-Total	$ -

		$ -		$ -
		$ -		$ -
			Sub-Total	$ -

TOTAL Section I $ -

Improvements Paid Through _____ **Bond** **20**____

Section II				
Scope of Work	**Unit**	**Unit Cost**	**Quantity**	**Amount**
		$ -		$ -
		$ -		$ -
			Sub-Total	$ -

		$ -		$ -
		$ -		$ -
			Sub-Total	$ -

TOTAL Section II $ -

Improvements Costs Remaining for Future CID Bond Issuances

Section III				
Scope of Work	**Unit**	**Unit Cost**	**Quantity**	**Amount**
		$ -		$ -
		$ -		$ -
			Sub-Total	$ -

		$ -		$ -
		$ -		$ -
			Sub-Total	$ -

TOTAL Section III $ -

EXHIBIT D

CONVEYANCE OF SEGMENT OF PROJECT

(insert description of Project/Segment)

STATE OF IDAHO)
COUNTY OF ADA)
CITY OF BOISE) ss.
HARRIS RANCH COMMUNITY
INFRASTRUCTURE DISTRICT NO. 1

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Harris Family Limited Partnership (the ***"Owner"***), for good and valuable consideration received by the Owner from Harris Ranch Community Infrastructure District No. 1, a community infrastructure district formed by the City of Boise, Idaho (the ***"Municipality"***), and duly organized and validly existing pursuant to the laws of the State of Idaho (the "District"), to hereafter pay $_____ combined with the promise to pay $_____ exclusive of financing costs and other eligible costs pursuant to Section 3.2(a) of the Harris Ranch Community Infrastructure District No 1, District Development Agreement, dated _____, 20___, (hereinafter referred to as the ***"District Development Agreement"***) and as further described in *Exhibit A* attached hereto, does by these presents grant, bargain, sell and convey to the District, its successors and assigns, all right, title and interest in and to the following described property, being the subject of the District Development Agreement, by and among the Owner, the Municipality and the District and more completely described in such District Development Agreement:

(Attached *Exhibit A* for segment detail)

Together with any and all benefits, including warranties and performance and payment bonds, under the Acquisition Project Construction Contract (as such term is defined in such District Development Agreement) or relating thereto, all of which are or shall be located within utility or other public easements dedicated or to be dedicated by plat or otherwise free and clear of any and all liens, easements, restrictions, conditions, or encumbrances affecting the same, such subsequent dedications not affecting the promise of the District to hereafter pay the amounts described in such District Development Agreement, but subject to all taxes and other assessments, reservations in patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, leases, and liabilities or other matters as set forth on *Exhibit A* hereto.

TO HAVE AND TO HOLD the above-described property, together with all and singular the rights and appurtenances thereunto in anywise belonging, including all necessary rights of ingress, egress, and regress, subject, however, to the above-described exception(s) and reservation(s), unto the District, its successors and assigns, forever; and the Owner does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the above-described property, subject to such exception(s) and reservation(s), unto the District, its successors and assigns, against the acts of the Owner and no other.

The Owner binds and obligates itself, its successors and assigns, to execute and deliver at the request of the District any other or additional instruments of transfer, bills of sale, conveyances, releases, or other instruments or documents which may be necessary or desirable to evidence more completely or to perfect the transfer to the District of the above-described property, subject to the exception(s) and reservation(s) hereinabove provided.

This conveyance is made pursuant to such District Development Agreement, and the Owner hereby agrees that the amounts specified above and paid or promised to be paid to the Owner hereunder upon final payment will satisfy in full the obligations of the District under such District Development Agreement and hereby releases the District from any further responsibility to make payment to the Owner under such District Development Agreement except as above provided.

The Owner, in addition to the other representations and warranties herein, specifically makes the following representations and warranties:

1. The Owner has the full legal right and authority to make the sale, transfer, and assignment herein provided.

2. The Owner is not a party to any written or oral contract which adversely affects this Conveyance.

3. The Owner is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this Conveyance.

4. The Owner is not engaged in or threatened with any legal action or proceeding, nor is it under any investigation, which prevents the execution of this Conveyance.

5. The person executing this Conveyance on behalf of the Owner has full authority to do so, and no further official action need be taken by the Owner to validate this Conveyance.

6. The facilities conveyed hereunder are all located within property owned by the Owner or utility or other public easements dedicated or to be dedicated by plat or otherwise.

IN WITNESS WHEREOF, the Owner has caused this Conveyance to be executed and delivered this ..... day of ....., 20___.

.....

By.....

By.....

Title:.....

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, member of Harris Family Limited Partnership, an Idaho limited partnership, known or identified to me to be the Manager of Harris Family Limited Partnership, the limited liability partnership that executed the instrument, or the person who executed the instrument on behalf of said limited liability partnership, and acknowledged to me that such limited liability partnership 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: _____

EXHIBIT A

Harris Ranch Community Infrastructure District No. 1
_____ Segment Conveyed

Improvements Conveyed

Section I				
Scope of Work	**Unit**	**Unit Cost**	**Quantity**	**Amount**
		$ -		$ -
		$ -		$ -
			Sub-Total	$ -

		$ -		$ -
		$ -		$ -
			Sub-Total	$ -

TOTAL Section I $ -

Improvements Paid Through _____ Bond 20____

Section II				
Scope of Work	**Unit**	**Unit Cost**	**Quantity**	**Amount**
		$ -		$ -
		$ -		$ -
			Sub-Total	$ -

		$ -		$ -
		$ -		$ -
			Sub-Total	$ -

TOTAL Section II $ -

Improvements Costs Remaining for Future CID Bond Issuances

Section III				
Scope of Work	**Unit**	**Unit Cost**	**Quantity**	**Amount**
		$ -		$ -
		$ -		$ -
			Sub-Total	$ -

		$ -		$ -
		$ -		$ -
			Sub-Total	$ -

TOTAL Section III $ -

EXHIBIT E

HARRIS RANCH
COMMUNITY INFRASTRUCTURE DISTRICT NO. 1
DISCLOSURE STATEMENT

Buyer(s): _____

Development: _____

Parcel: _____

Lot: _____

County: _____

Date of Sale: _____

Homebuilder: _____

General CID Provisions

The home you are purchasing is within the Harris Ranch Community Infrastructure District (the "CID"). The CID was formed on _____, 20___ to finance the acquisition and construction of community infrastructure. The CID issues and/or will issue general obligation ("GO") and special assessment ("SA") to raise funds to pay for the acquisition and construction of these infrastructure improvements. The CID also obtains funds from ad valorem property taxes and special assessment(s) levied against all property located within the CID.

Ad Valorem Taxes of the CID

GO bonds and the CID's operational expenses are paid from ad valorem property taxes levied against all property within the CID. Currently 0.0031 (3 mills debt service, and .1 mills administration expenses) is added to the property tax rate; however, such adjustment to the tax rate could vary depending upon factors including the amount financed with GO bonds, the terms of financing, and the assessed valuation (i.e., for tax purposes) of property within the CID. Your share of the GO bond payments and expenses are included as part of your regular Ada County property tax statement and are shown separately. This tax is in addition to taxes levied by the City of Boise and other political subdivisions of the State of Idaho.

Special Assessments of the CID

SA bonds are paid from SA payments secured by an assessment lien on each benefited lot within a Special Assessment Area ("Special Assessment Area"). Special Assessment Areas are formed from time to time based on the public infrastructure improvements being constructed and/or acquired with proceeds from the SA bonds. The amount of the special assessment liens vary depending upon the size of the lot within the Special Assessment Area, the benefits estimated to be received by each such lot, the cost of the public infrastructure

improvements to be financed, and the financing terms of the applicable SA bonds. Twice a year the CID will send the bills for the SA payments, as well as the applicable administrative charges; these special assessment bills are different and separate from your regular Ada County property tax bill.

Initial Financing's Cost to Homeowner

At the request of the Developer, the prior owner of Parcel _____, the CID has formed a Special Assessment Area that includes Parcel _____ for the construction and/or acquisition of certain public infrastructure improvements. The CID has assessed each lot within Parcel _____ in the amount of $_____ (the annual "Assessment").

The following table illustrates estimated total annual CID taxes for CID maintenance and operation expenses, repayment of expected CID GO bonds, and repayment of the Assessments.

Harris Ranch Community Infrastructure District No. 1
Tax Liability

Estimated Home Price	(A) Estimated Annual General Obligation & Expense Payment (1)	(B) Estimated Annual Special Assessment Payment (2)	(A) + (B) Estimated Total Annual CID Tax Payments (3)
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

Footnotes:

(1) Represents the repayment of CID general obligation bond indebtedness and CID expenses based upon a _____ increase in the ad valorem property tax rate.

(2) Based upon (a) special assessment lien of $_____ per lot and (b) special assessment bond terms of ____% interest rate, ___-year amortization period, one year of capitalized interest, ___% reserve fund, and issuance expenses. This figure *does not include* any administrative charges (estimated at _____% per year), which may be charged by the District and/or third party adminstrators, if any.

(3) All of the taxes, assessments and charges described above are in addition to any taxes, fees and charges imposed by Ada County, the City of Boise or other political subdivisions and are in addition to any assessments or fees imposed by any homeowners association.

Homeowner's Acknowledgments

By signing this disclosure statement, you as a contract purchaser of a lot located within the CID and the Special Assessment Area:

(i) acknowledge receipt of this Disclosure;

(ii) agree that you have been granted an opportunity to review the material contained in this Disclosure; and

(iii) agree that you accept an assessment lien of $_____ against your lot that secures your share of the special assessments due for the Special Assessment Area. The Assessment will be paid by you, the owner of the assessed lot, in semiannual payments of principal and interest over the 29-year term of the bonds. If any semiannual payment is not paid, the CID has the right to institute proceedings to foreclose the assessment lien and sell your lot.

The obligation to retire the bonds will be the responsibility of the property owners in the CID through the payment of real property taxes and special assessments collected by the county treasurer that is in addition to al other property tax payments. All of the taxes and charges described above are in addition to any taxes, fees and charges imposed by the City of Boise, other political subdivisions and in addition to any assessments or fees imposed by the homeowner association.

In the event of the failure to maintain the tax rates, the tax rate on your parcel will increase, as needed to provide for bond payment.

Your signature below acknowledges that you have received, read and understood this document at the time you have signed our purchase contract and agree to its terms.

Delivery Instructions: After purchaser has reviewed, signed and acknowledged the CID disclosure statement, a complete copy must be sent to the District:

Harris Ranch Community Infrastructure No. 1
District (City of Boise, Idaho)
c/o City of Boise, Idaho
150 N Capitol Blvd
Boise, Idaho 83701-0500

[SIGNATURE PAGE TO FOLLOW]

_____

[name]

_____

[address]

_____

[name]

_____

[address]

(STATE OF IDAHO)
( )ss.
(County of Ada)

On the _____ day of _____, in the year of 20___, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared _____, know or identified to me to be person whose name is subscribed to the within instrument and acknowledged to me that he/she 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: _____

Petition-Exhibit E

Harris Ranch Community Infrastructure District No. 1
Ada County Tax Assessor Information

Harris Ranch
Community Infrastructure District No. 1
Ada County Tax Assessor Information

Parcel Number	Owner	Acres	Valuation	
S0920212000	Harris Family Ltd Partnership	80.00	$ 3,200	
S0929315000	Harris Family Ltd Partnership	22.79	$ 32,600	
S0929326000	Harris Family Ltd Partnership	23.46	$ 351,900	
S0929233600	Harris Family Ltd Partnership	84.90	$ 49,600	
S0930110200	Harris Family Ltd Partnership	27.88	$ 1,254,600	
S0930120900	Harris Family Ltd Partnership	13.18	$ 291,000	
S0930120650	Alta M Harris/ Harris Family Ltd Partnership	3.75	$ 90,100	
S0920314810	Harris Family Ltd Partnership	106.97	N/A	(1)
S0929212501	Harris Family Ltd Partnership	21.62	$ 29,500	
S0919449900	Harris Family Ltd Partnership	18.33	N/A	(1)
S0919449250	Harris Family Ltd Partnership	23.09	N/A	(1)
S0919449600	Harris Family Ltd Partnership	3.81	$ 5,700	
S0919417500	Harris Family Ltd Partnership	6.67	N/A	(1)
S0919417400	Harris Family Ltd Partnership	2.46	N/A	(1)
S0919317405	Harris Family Ltd Partnership	4.80	N/A	(1)
S0929212630	Harris Family Ltd Partnership	1.53	N/A	(1)
		445.24	**$ 2,108,200**	

FOOTNOTES:

Source: Ada County Assessor.

(1) Indicates a recent parcel split, no valuation data available.

Petition- Exhibit F

Harris Ranch Community Infrastructure District No. 1
Ada County Elections Statement

Matthew Look

From: carter.froelich@dpfg.com
Sent: Tuesday, February 16, 2010 1:08 PM
To: Matthew Look
Subject: Fw:
Attachments: DOC003.PDF

From: "Susan Kirkpatrick" <AUKIRKSM@adaweb.net>
Date: Tue, 16 Feb 2010 11:55:32 -0700
To: <carter.froelich@dpfg.com>
Subject:

Mr.. Froelich,
Per our earlier conversation, I have attached the copy of the form you gave me. There were 8 new parcels that needed to be checked the others had already been done back in January.
As of today February 16, 2010 there are no registered voters at any of the parcels you asked to have checked.

Susan Kirkpatrick
Election specialist
400 N Benjamin Lane
(208) 287-6862
Fax: (208) 287-6939
aukirksm@adaweb.net

ALLIANCE
TITLE & ESCROW CORP.

250 S. 5th Street, Suite 100
Boise, ID 83702
Phone: (208) 947-9100
Fax: (208) 947-9199
Invoice No.: 5000949486SRJ

Date: January 13, 2010

Meuleman Mollerup, LLP
755 W Front St, Ste 200
Boise, ID 83702-5802
Attention: Richard Mollerup

Customer No.:
Our Order No.: 5000949486SRJ
Your Order No.:

Buyer/Seller: Gary Dallas Harris and Bonnie Jean Harris, husband and wife, and Harris Family Limited Partnership, an Idaho limited partnership, as to Parcels A and H; Alta M. Harris, as to a Life Estate, and Harris Family Limited Partnership, an Idaho limited partnership, as to the remainder, as to Parcel F; Gary D. Harris, a married man as his separate estate, and Harris Family Limited Partnership, an Idaho limited partnership, as to Parcel G; And Harris Family Limited Partnership, an Idaho limited partnership, as to Parcels B, C, D, E, I, J, K, L, M, N, 0, P, Q-1, Q-2, R, 5, and T VI
Legal Desc.: /
Property Add: Warm Springs Ave, Boise, ID 83716
Tax Parcel: S0917230000, S0919317405, S0919449250, S0919449900, S0919417400, S0919417500, S0930110200, S0919449565, S0919438502, S0930120650, S0919449600, S0920212000, S0920230000, S0920314810, S0920111000, S0920438400, S0921220000, S0928211010, S0929110010, S0929131452, S0929427850, S0929438710, S0929438800, S0929131200, S0929244250, S0929212600, S0929212501, S0929233600, S0929326000, S0929315000, S0929212630, S0930120900, S0930110200

Code	Description		Charges
	Title research at $65 per hour	51 hr	3315.00
	$25 per hour legal description	32 hr	800.00
SUBTOTAL			
Less Credits			0
BALANCE DUE			**$4115.00**

DUE UPON RECEIPT

Please remit payment to:
Alliance Title & Escrow Corp.
380 E. Parkcenter Boulevard, Suite 105
Boise, ID 83706

Typed by: SJ

Silvia Rico

From: Susan Kirkpatrick [AUKIRKSM@adaweb.net]
Sent: Tuesday, January 26, 2010 8:18 AM
To: Silvia Rico
Subject: RE: Concerning Harris Ranch Development

Good morning Silvia,
I have checked all the parcels that you have sent to me. At this time our voter system does not show any registered voters on any of the parcels in question.
Thank you

Susan Kirkpatrick
Election specialist
400 N Benjamin Lane
(208) 287-6862
Fax: (208) 287-6939
aukirksm@adaweb.net

From: Silvia Rico [mailto:silvia.rico@dpfg.com]
Sent: Monday, January 25, 2010 11:59 AM
To: Susan Kirkpatrick
Subject: Concerning Harris Ranch Development

Susan,

On the 13th of this month Matthew Look and I had a conversation w/ Ms. Spencer from your office related to a letter and/or some type of proof that we have contacted the county regarding any
qualified resident elector's on the parcels listed below/attached for the Harris Ranch development.

Per our conversation w/ Ms. Spencer your office can not provide a letter, but could send an e-mail instead stating that the parcels below/attached as of today and/or the date you reply that there are no qualified resident elector's at this time, this e-mail will suffice for our purposes.

Would you be able to provide such e-mail for the parcels below?

R1621740020
SO909131100
SO917230000
SO919214101
SO919411700
SO919438700
SO920111000
SO920212000
SO920314800
SO920438400
SO921220000
SO928211010

SO929110010
SO929131452
SO929212501
So929212630
SO929427850
SO930120650
SO919438502
SO919449565
SO920230000
S0929233600
S0919449600
S0929212630
S0929244250
S0929315000
S0929326000
S0929438710
S0929438730
S0929438800
S0930110200
S0930120900

Give me a call if you have any questions.

Thanks.

Silvia Rico
Senior Associate

DPFG
DEVELOPMENT PLANNING & FINANCING GROUP, INC.
Tel: (602) 381-3226 ext. 13
Fax: (602) 381-1203
Email: silvia.rico@dpfg.com

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From: Silvia Rico
Sent: Wednesday, January 06, 2010 12:52 PM
To: 'Susan Kirkpatrick'
Subject: FW: concerning Harris Ranch Development

Hello Susan,

As promised attached is the new parcel list.
Per our conversation last month, there *are no* qualified electors on these parcels.
I have attached a sample letter of what I'm looking for to adhere to the County statute.

G. Exhibit G – Appraisal Review

APPRAISAL REVIEW REPORT

Reviewing an appraisal of
"Southern Half Roadway Parcels
Located Within The
Harris Ranch Subdivision
(Portions of Phases 2, 6, 8, 9, and 11)"

Date of Review Report: December 1, 2023

Review Report Prepared by:
Gregory L. Graybadger, MAI, RPRA, AI-GRS
Idaho Certified General Appraiser

APPRAISAL REVIEW REPORT

Introduction

The appraisal report under review was developed and reported by Sam Langston, MAI, Idaho Certified General Appraiser #195 and Greg J. Contos, Idaho Certified Residential Appraiser #13. Both appraisers are co-signers of the report. The appraisal report under review presents separate estimates of market value for FIVE properties, with five different sizes and with a different Effective Date of Value of each property, as follows:

JULY 24, 2015	**0.26± ACRES**	**$ 45,000**
JANUARY 2, 2018	**0.30± ACRES**	**$ 78,000**
SEPTEMBER 4, 2018	**0.26± ACRES**	**$ 68,000**
SEPTEMBER 12, 2019	**2.14± ACRES**	**$ 559,000**
JULY 25, 2020	**3.44± ACRES**	**$1,124,000**

Each of these properties consists of segments of roadways within the Harris Ranch Subdivision. The purpose of the appraisal report is to provide a market value estimate of the underlying land for the purposes of reimbursement from the Community Infrastructure District. These value estimates are described as "retrospective" because the Effective Dates of Value precede the Report Date of the appraisal which is August 28, 2020.

The value estimates presented in the appraisal report under review are subject to a Hypothetical Condition, described as follows:
"The appraisal is based on a "Hypothetical" condition that title to the subject parcels is assumed to be marketable and free and clear of all liens and encumbrances and has been analyzed as a vacant development parcel prior to the development of the Harris Ranch Subdivision Phases 2, 6, 8, 9, and 11 as of the effective date of value."

Regarding "Extraordinary Assumptions" the transmittal letter within the appraisal report states, *"There are a number of specific Extraordinary Assumptions relative to this appraisal, dealing with items from legal restrictions to reliability of supplied information from various sources."* These are described and analyzed in detail within this appraisal review report.

This review of the appraisal report was developed and reported by Gregory L. Graybadger, MAI, RPRA, AI-GRS, Idaho Certified General Appraiser, with an effective date and report date of December 1, 2023, pursuant to an engagement by Harris Ranch Community Infrastructure District No. 1. This appraisal review report sets forth an analysis of the appraisal report and a determination as to whether the appraisal follows the appropriate principles, standards, and methodology.

This technical appraisal review report is presented in four sections:

1. **APPRAISAL REPORT SUMMARY DESCRIPTION**
2. **APPRAISAL REVIEW PURPOSE, SCOPE, AND INTENDED USE**
3. **REVIEWER'S ANALYSES, COMMENTS, AND CONCLUSIONS**
4. **REVIEWER'S CERTIFICATION AND QUALIFICATIONS.**

1. APPRAISAL REPORT SUMMARY DESCRIPTION

The appraisal report under review is shown in a PDF source document which appears to be a photocopy of the original printed report, provided through the Client's attorney, to the reviewer. The total document size as-reviewed is 106 pages, including cover, transmittal, and all addenda.

This review report incorporates the original appraisal report by reference, as the source document is also in the possession of the client and the client's attorney. The appraisal report under review contains a copyright statement, and the reviewer relies on the premise that the appraisal report was prepared for use of the Client who holds rights to copy, distribute and use the report.

This Section 1 of the review report presents a summary description of the appraisal report under review without reiterating every element in detail. The appraisal report under review begins with a cover page, describing it as:

APPRAISAL REPORT
ON THE
SOUTHERN HALF ROADWAY PARCELS
LOCATED WITHIN THE
HARRIS RANCH SUBDIVISION
(PORTIONS OF PHASES 2, 6, 8, 9, AND 11)
IN
BOISE, ADA COUNTY
IDAHO

Cover/title page of the appraisal report under review identifies the fact that this is an appraisal report, the subject, client, effective dates, a file number, and the appraisers.

Letter of Transmittal is dated August 28, 2020. It is addressed to Mr. Doug Fowler, President of Barber Valley Development Inc. It states in part, *"The purpose of this report is to provide a market value estimate of the underlying land for the purposes of reimbursement from the CID (Community Infrastructure District)."* It briefly describes the salient points of the summary appraisal, including the use of "Across the Fence" (ATF) methodology, the Hypothetical Condition, the intent to comply with the Uniform Standards of Professional Appraisal Practice (USPAP), and the absence of an environmental assessment.

The Letter of Transmittal contains a map outlining the subject parcels and identifying them by the applicable effective date of value. It also contains a table identifying the following characteristics of the subject properties: street names, subdivision phase numbers, Blocks, land uses, site areas in acres, site areas in square feet, and the "retrospective date" which is the effective date of value for each. It shows the total area of the roadways being valued as 6.40±

acres. It identifies the total size of the "larger parcel" as 19.31± acres. It also states that the roadway parcels will be valued, "in accordance with the ATF Methodology under the premise that the roadway sites could be developed" and briefly explains that methodology.

The Letter of Transmittal also describes that "…Greg J. Contos, CRA #13, provided significant real property appraisal assistance in the data collection and compilation of information…" The Letter of Transmittal also states the value conclusions for each of the subject properties, identified by their effective dates and property sizes.

Table of Contents: The cover page and letter of transmittal are not numbered, at the beginning of the report. The body of the report is numbered as pages 1 through 88. The engagement agreement and the qualifications of the appraisers are shown at the end of the report and are also not numbered. (The 106-page electronic PDF document accounts for every page in its numbering, which is therefore inconsistent with the printed page numbering.)

Overview of Assumptions and Limiting Conditions:
This section of the appraisal report under review contains sub-headings for "Overview" and "Standard Underlying Assumptions & Limiting Conditions" and "Extraordinary Assumptions & Limiting Conditions." This latter section contains the following:

"We have relied upon plats, site sizes and specifications provided by the client and/ or the client's representatives. Should these representations be amended, or prove to be inaccurate, the value estimates are subject to revision.

A Phase 1 Environmental Study has not been provided regarding the site. The value estimate is predicated on the assumption that there is no such material on the property. Any such environmental risk discovered at a later data may require a revised estimate of value which may or may not be simply a reduction of the value by the estimated cost to cure the environmental condition. Properties known to have environmental risk may carry a stigma in the market place which also may or may not affect the value.

For the purposes of this analysis the appraisal is based on a "Hypothetical" condition that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and is included as vacant residential development land to be developed as part of the Harris Ranch Subdivision as of the effective date of value. A "Hypothetical" condition is defined as a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as

market conditions or trends; or about the integrity of data used in an analysis. The hypothetical condition must be clearly and conspicuously disclosed in the report with a description of the hypothetical condition and a statement that its use might have affected the assignment results.

All statements of fact used in the report serving as the basis of the appraiser's analyses, opinions, and conclusions, are considered to be true and correct to the best of the appraiser's knowledge and belief. We shall have no responsibility for legal matters; questions of survey; legal description; opinion of title; soil or subsoil conditions; engineering; technical matters, etc."

(It should be noted that the Addenda of the appraisal report under review contains further detailed assumptions and limiting conditions on pages 83-88 of the printed report, which are pages 90-95 of the PDF.)

Summary of Important Facts & Conclusions:

This section of the appraisal report under review specifies the following elements:

PROPERTY TYPE: The subject of this appraisal contains approximately 6.40± acres of dedicated roadways within Phases 2, 6, 8, 9, and 11 of the Harris Ranch Subdivision.

LOCATION: The subject property is located within the Barber Junction@ Harris Ranch Subdivision located south of E. Warm Springs Ave. and north of S. Eckert Road, Boise, Ada County, Idaho.

OWNERS OF RECORD: Harris Family Limited Partnership & Barber Valley Development

PARCEL SIZE/ CONFIGURATION: According to the provided plat map the parcel contains 6.40± acres of dedicated roadway. The subject's larger parcel (19.31± acres) to be valued in conjunction with the ATF methodology is identified as the contiguous land for the Harris Ranch Subdivision, Blocks SW9, SWl0, SEl, SE2, SE3, and SE4. A metes and bounds legal description was not provided.

ZONING: (SP - 01) Harris Ranch Specific District - Entire Site Mixed Use Residential-Med/High

PROPERTY TAX ID NUMBER: According to the Ada County Assessor there are no tax parcel numbers for the subject roadways.

VALUE ESTIMATED: ATF Value "Hypothetical" as though vacant prior to development as of the retrospective date of value.

PROPERTY RIGHTS APPRAISED: Fee Simple Estate

HIGHEST AND BEST USE: "Hypothetical" Residential Development

ESTIMATED EXPOSURE TIME: 12± months (As Vacant)

ESTIMATED MARKETING TIME: 12± months (As Vacant)

Location Map. A map is provided identifying the location of the subject properties and showing the surrounding area within roughly a 1.5-mile radius.

Subject Photographs. This section of the appraisal report under review contains a plat map with the subject roadways highlighted in green, followed by nine photographs taken 7/25/2020.

Part I – Definition of the Appraisal Problem

Definitions & Background Information
This section of the appraisal report under review identifies the subject property and states its flood zone classification. It contains the following: "It is an extraordinary assumption of this report that a FEMA map revision will occur and the lots will be reclassified outside of Flood Zone and no flood insurance will be required."

History of the Subject Property
A brief history of use and ownership is provided, together with a statement that it is included in the Harris Ranch Specific District approved by Boise City Council on June 20, 2007. A pending transaction on a portion of the subject larger parcel is described.

Scope of the Appraisal
This section of the appraisal report under review specifies the approach to value, the methodology utilized, and the nature and extent of data collected and analyzed. The report states, "…information on physical, economic, legal, and social influences upon the subject property were researched through interviews and conversations with various public agencies and local real estate market participants. Relevant and necessary investigations were undertaken in the local and regional marketplace to identify and summarize applicable sales of properties, which might assist in the estimation of the subject's market value potential." It describes 6.40± acres of roadway to be valued, and 19.31± acres as the subject larger parcel. The principles of the "Across the Fence" or "ATF" methodology are summarized with an excerpt from an article on this topic by Arthur G. Rahm published in *The Appraisal Journal*.

Purpose of the Appraisal
This section of the report under review states, "The purpose of this appraisal is to provide a "Hypothetical" ATF (Across-the-Fence) Market Value as of the retrospective date of the underlying land value of the subject parcel and to clearly communicate the data and reasoning leading to the formulation of the value estimates for the purposes of a cost reimbursement of land value from the Harris Ranch Community Infrastructure District."

Intended Use/Intended User of the Appraisal
This section of the report under review states that the intended use of the report is "…for use by Barber Valley Development as the client to assist in establishing market value of the underlying roadway parcels under the "Hypothetical" conditions as previously discussed as of the retrospective dates of value." It identifies the intended users as Barber Valley Development, City of Boise and the Harris Ranch Community Infrastructure District.

Definition of Market Value
This section of the report under review identifies the definition and the source of the definition of Market Value used in this appraisal report. It is cited as being in compliance with FIRREA and defined by Federal Deposit Insurance Corporation (FDIC) Law, Regulations, Regulated Acts, Part 323 Appraisals, 323.2 Definitions (g).

Definition of Hypothetical Condition
This section of the report under review presents the definition as found in USPAP, including the explanatory comment included in USPAP.

Across-The-Fence (ATF)
This section of the report under review presents a definition of "Across the Fence" methodology and a further explanatory excerpt from an article on this topic by Arthur G. Rahm published in *The Appraisal Journal*.

Definition of Property Rights Appraised
This section of the report under review states that the property rights appraised include the fee simple estate, and that term is defined.

Effective Date of the Value Estimate (Retrospective)
This section of the report under review identifies the five dates applicable to the various value conclusions, a date of inspection, and this comment, "These dates are important because they set the critical point in time from which the appraiser examines the market and thus establishes the context for the value estimate."

Conformity with USPAP
This section of the report under review affirms compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) including a specific statement of compliance with the competency provisions of USPAP, and a statement that no personal property was included.

State and Local Data
This section of the report under review explains that no State data is presented, but that local information is included in the report including from Idaho Dept. of Labor and Moody's Economy.com. Excerpts from Moody's Analytics are presented for the Boise MSA. Commentary is also provided on Recent Performance, Tech, Housing, and a Boise City Data Conclusion. Boise Metro Information is also presented.

Neighborhood Data
A map is provided, indicating the location of the subject property and showing the surroundings for roughly a 6-mile radius. The neighborhood is defined and its location described including comments on the Ada Planning Association planning areas. The Harris Ranch Development is described and a map is shown as approved by the Boise City Council. A brief discussion of the East Park Center Bridge influence on development is presented. Land use patterns are described. Nearby retail and commercial services are described. Recreational opportunities in the area are described. Multi-family development is described, as well as single-family residential competition. Utility services are described. Employment in the area is described including its relation to the subject location. An overall commentary states that, "…the subject's neighborhood appears to be well positioned for long term residential development."

Zoning
The potential zoning effect on development is explained. The subject property lies within the City of Boise and Harris Ranch Development and is governed by the City of Boise Specific Plan Ordinance. The Harris Ranch Specific Plan District is described, and an internet web address is provided and the website provides further details. A map is shown which is an excerpt from the Harris Ranch Specific Plan District documentation. The report states that the parcels have been developed or are in the process of being developed as Mixed Use Residential.

The final paragraph of this section describes the subject properties as follows:
"The total site size for the roadway parcels is 6.40± acres. The larger parcel in this appraisal is identified as the contiguous land for the Harris Ranch Subdivision, Blocks SW9, SW10, SE1, SE2, SE3, and SE4, which abuts the specific roadways and will be valued in accordance with the ATF Methodology under the premise that the roadway sites could be developed. The larger parcels have been developed, or are in the process of being developed as Mixed Use Residential. The total site size for the larger parcel is 19.31± acres."

Real Estate Taxes
The appraisal report explains that the subject roadways are not assigned parcel numbers and are not assessed or taxed.

Site Description

The subject property is described and data is provided under the following subheadings.

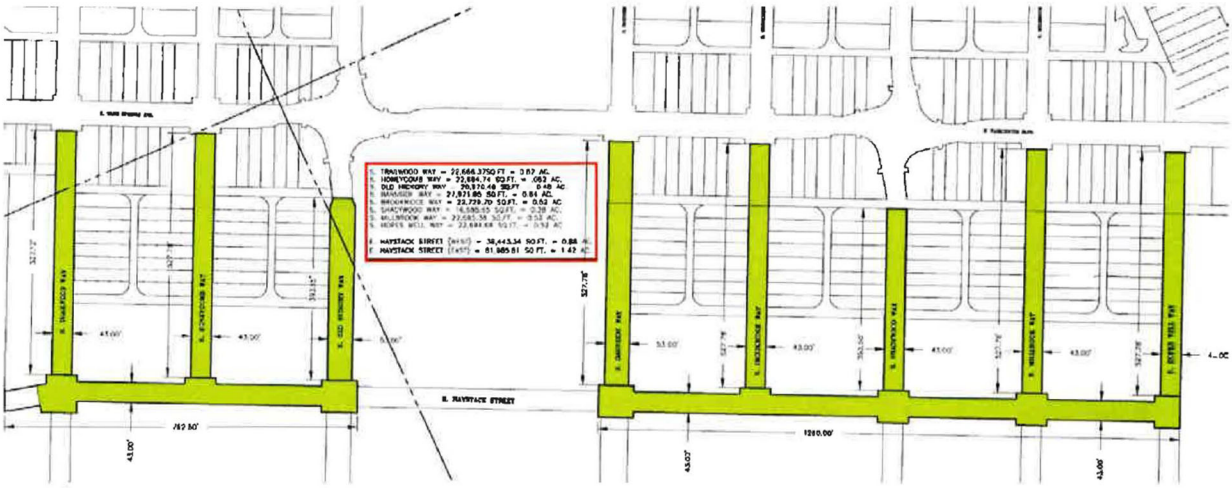
Common and Legal Description

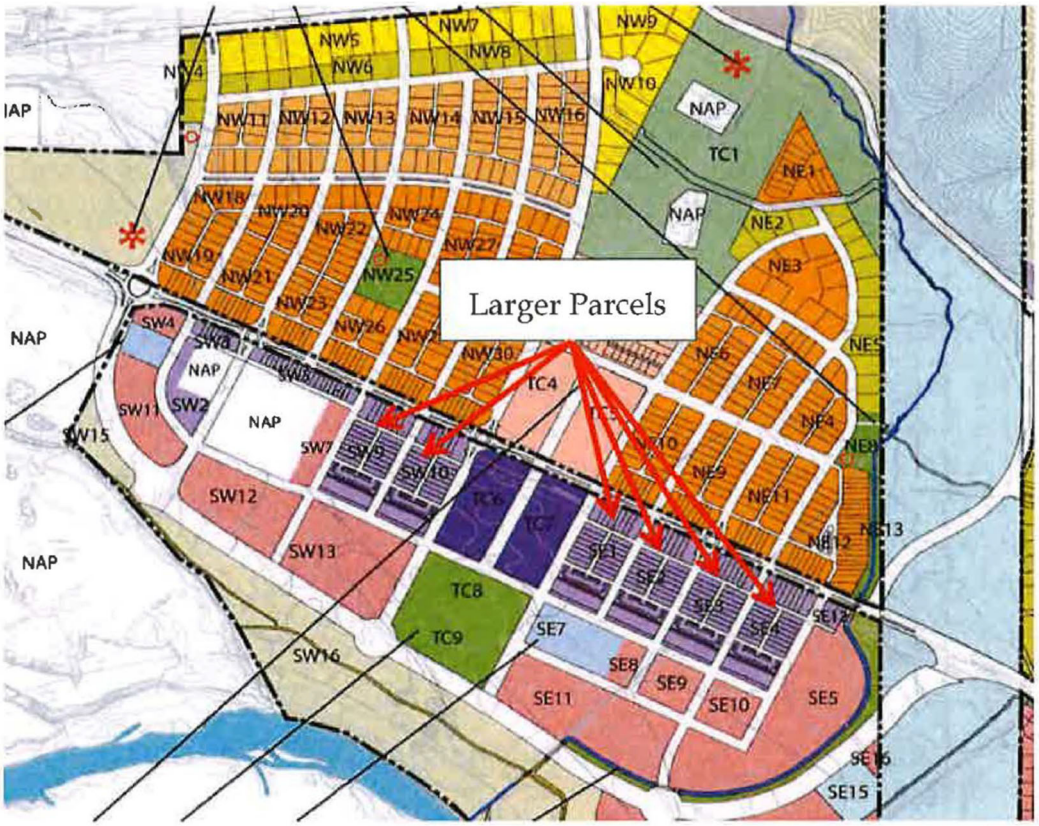
"The subject includes the roadway parcels within Phases 2, 6, 8, 9, and 11 of the Harris Ranch Subdivision, as outlined below. The total site size for the roadway parcels is 6.40± acres."

Larger Parcel

"The larger parcel in this appraisal is identified as the contiguous land for the Harris Ranch Subdivision, Blocks SW9, SWl0, SEl, SE2, SE3, and SE4, which abuts the specific roadways and will be valued in accordance with the ATF Methodology under the premise that the roadway sites could be developed. The larger parcels have been developed, or are in the process of being developed as Mixed Use Residential. The total site size for the larger parcel is 19.31± acres."

The maps and table below are presented within the appraisal report under review:





Street	Phase #	Block	Land Use	Site Area/Acres	Site Area/SF	Retrospective Date
S. Trailwood Way	2	SW9	Mixed Use Residential	0.13	5,663	7/24/2015
S. Honeycomb Way	2	SW9 & SW10	Mixed Use Residential	0.13	5,663	7/24/2015
Total				**0.26**	**11,326**	
S. Barnside Way	6	SE1	Mixed Use Residential	0.16	6,970	1/2/2018
S. Brookridge Way	6	SE1 & SE2	Mixed Use Residential	0.14	6,098	1/2/2018
Total				**0.30**	**13,068**	
S. Millbrook Way	8	SE3 & SE4	Mixed Use Residential	0.13	5,663	9/4/2018
S. Hopes Well Way	8	SE4	Mixed Use Residential	0.13	5,663	9/4/2018
Total				**0.26**	**11,326**	
S. Trailwood Way	9	SW9	Mixed Use Residential	0.39	16,988	9/12/2019
S. Honeycomb Way	9	SW9 & SW10	Mixed Use Residential	0.39	16,988	9/12/2019
S. Old Hickory Way	9	SW10	Mixed Use Residential	0.48	20,909	9/12/2019
E. Haystack Street (West)	9	SW9 & SW10	Mixed Use Residential	0.88	38,333	9/12/2019
Total				**2.14**	**93,218**	
S. Barnside Way	11	SE1	Mixed Use Residential	0.48	20,909	7/25/2020 *
S. Brookridge Way	11	SE1 & SE2	Mixed Use Residential	0.38	16,553	7/25/2020 *
S. Shadywood Way	11	SE2 & SE3	Mixed Use Residential	0.38	16,553	7/25/2020 *
S. Millbrook Way	11	SE3 & SE4	Mixed Use Residential	0.39	16,988	7/25/2020 *
S. Hopes Well Way	11	SE4	Mixed Use Residential	0.39	16,988	7/25/2020 *
E. Haystack Street (East)	11	SE1, SE2, SE3, SE4	Mixed Use Residential	1.42	61,855	7/25/2020 *
Total				**3.44**	**149,846**	
Total Roadways				**6.40**	**278,784**	* Roadways Not Dedicated Effective Date of Appraisal

The appraisal report under review states in a header that "Following are the plat maps for Phases 2, 6, 8, 9 and 11" and this is followed by images of the survey plats for

Dallas Harris Estates Townhomes Subdivision No. 2
Dallas Harris Estates Townhomes Subdivision No. 6
Dallas Harris Estates Townhomes Subdivision No. 8
Dallas Harris Estates Townhomes Subdivision No. 9

Environmental Analysis

The appraisal report under review states that a Phase I Environmental Site Assessment has not been provided, and states typical disclaimers including that the value is predicated on the absence of hazardous materials.

Soil Conditions

The appraisal report under review states, "No atypical restrictions to site maximization are noted from a topographical standpoint. Finally, while no specific soils tests have been made available, the existing improvements show no signs of atypical settling; and it is assumed that the soils conditions are adaptable to development with only typical amounts of earthwork required."

Engineer and Flood Plain Boundary Delineation

The appraisal report under review states, "According to the project engineer the parcels of the subject site will be removed from the Flood Plain as demand dictates. Based upon our experience with the Harris Ranch Project and conversations with the project engineer indicated that it is typical of some of the parcels in Harris Ranch Development will be filled raising the site above the minimum flood elevation and then removed from the Flood Zone through a map revision where flood insurance would not be required for these lots. It is an extraordinary assumption of this report that a FEMA map revision will occur and the lots will be reclassified outside of Flood Zone and no flood insurance will be required."

Utilities

The appraisal report under review states that all public utilities will be extended to provide service to the subject properties as development dictates, in accordance with the phasing schedule.

Liens and Easements of Record

This section of the appraisal report under review describes the Community Infrastructure District (CID) and explains the distinction of the "Benefit Area" as compared to the "Non-Benefit Area."

The Hypothetical Condition is restated in this section as follows: "Again, this appraisal is based on a "Hypothetical" condition that title to the subject parcel is assumed to be marketable and free

and clear of all liens and encumbrances and has been analyzed as a vacant development parcel prior to the development of the Harris Ranch Subdivision as of the effective date of value."

Part II – Property Valuation

HIGHEST AND BEST USE

The report explains that highest and best use represents the premise upon which valuation is based, and it defines the term and explains its use in appraisal. Several subheadings are shown covering each of the components of the highest and best use analysis, and specific details are provided under each:

Highest and Best Use ("Hypothetical Use as Residential Development")
Legally Possible
Physically Possible
Financially Feasible
Conclusion; Highest and Best Use As Vacant ("Hypothetical")

The conclusion presented in the appraisal report under review is that the highest and best use of the subject larger parcel property is for medium to high density residential development, that there is sufficient demand to support development, and that this takes into consideration the future supply.

Exposure Period

This section of the report under review states that the length of time the subject would have been offered prior to a sale on the effective date of appraisal "…would most likely trend within the 12± month time frame."

Marketing Period

This section of the report under review states that marketing the subject after the effective date of appraisal until achieving a sale "…would have a marketing period within 12± months."

SALES COMPARISON APPROACH

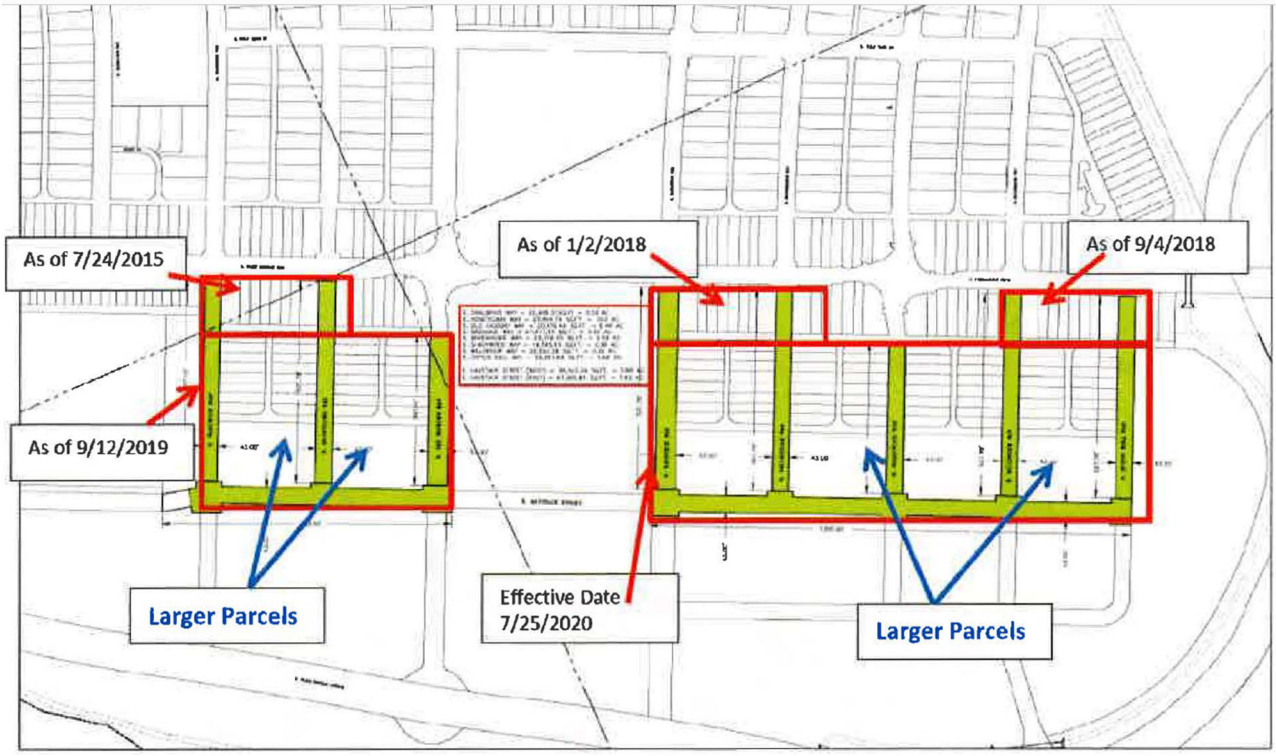
The appraisal report under review explains the fundamentals of this approach to value, based on comparison to recent sales of similar competitive properties in the market.

Method of Valuation− Across-the Fence (ATF)

The appraisal report under review explains that the Across the Fence methodology uses the Sales Comparison Approach to develop a value per unit of area. (This appraisal uses value per square foot.)

The appraisal report under review explains that the roadways within various areas are valued with various effective dates, specifically:

July 24, 2015
January 2, 2018
September 4, 2018
September 12, 2019
July 25, 2020



Larger Parcel

The characteristics and size of the larger parcel are reiterated within the Sales Comparison Approach, together with maps and a table summarizing the roadway areas to be valued.

The valuations of the certain roadways, as of the five effective dates listed above, are performed with three separate analyses. The properties with effective dates of January 2, 2018 and September 4, 2018 and September 12, 2019 all utilize a single data set and analysis.

High Density Residential Land Sales with Retrospective Effective Date of 7/24/2015

The roadways valued in this part of the appraisal report are parts of S. Trailwood Way and S. Honeycomb Way, with a reported total size of 11,326 square feet. Four comparable sales are used in this analysis. These sales all occurred in 2015 and are described as Tablerock

Townhomes, Sherman Hollow Subdivision, Magal Subdivision, and Sovi Subdivision. A table presents the significant characteristics of these properties and their sales. A map shows the relative locations of the subject property and each comparable sale.

Analysis of Comparable High-Density Land Sales

Qualitative Analysis The appraisal report under review describes and utilizes a qualitative analysis in which each of the various characteristics are rated in comparison to the subject. The characteristics compared are:

Real Property Rights Conveyed
Financing Terms
Conditions of Sale
Market Conditions/ Time
Location: Surrounding Uses
Location: Frontage / Access
Utility Availability
Entitlements
Topography and Soils
Parcel Size
Zoning

The individual characteristics of the comparable sales are used to produce a rating of overall comparability to the subject larger parcel. The comparables are then arrayed in ranked order from Superior to Inferior with their sizes and sold price per square foot.

Conclusions

The indicated value per square foot for the subject is concluded as indicated by the array and the appraiser's judgement.

Qualitative Analysis Comparables	Price/sf	Site Size/Acres	Ranking
Comp 1	$4.21	1.09	Slightly Superior
Subject Site	———	———	———
Comp 2	$3.42	10.29	Inferior
Comp 4	$2.98	5.00	Inferior
Comp 3	$1.89	8.32	Inferior

Comparable 1 was given the greatest weight and the concluded rate is $4.00 per square foot. This analysis for this retrospective date produced an indicated rate of $4.00 per square foot for the subject larger parcel. This rate is applied to the 11,326-square-feet (0.26 Acre) subject site roadways of S. Trailwood Way and S. Honeycomb Way, with an effective date of **7/24/2015** concluding a rounded market value of **$45,000**.

High Density Residential Land Sales with Retrospective Effective Dates of 1/2/2018 and 9/4/2018 and 9/12/2019

Three groups of subject roadways with three different effective dates are valued in this section of the appraisal report. All three of these utilize the same analysis of comparable sales. Four comparable sales are used in this analysis. These sales all occurred in 2017 and are described as Panamint Villas Subdivision, Breneman Square Subdivision, Council Springs Apartments, and Parkway @ 43rd Townhomes. A table presents the significant characteristics of these properties and their sales. A map shows the relative locations of the subject property and each comparable sale.

Analysis of Comparable High-Density Land Sales

Qualitative Analysis The appraisal report under review describes and utilizes a qualitative analysis in which each of the various characteristics are rated in comparison to the subject. The appraisal report under review notes that market conditions were stable and no significant differences were reflected between 1/2/2018 and 9/12/2019.

The characteristics compared are:
Real Property Rights Conveyed
Financing Terms
Conditions of Sale
Market Conditions/ Time
Location: Surrounding Uses
Location: Frontage / Access
Utility Availability
Entitlements
Topography and Soils
Parcel Size
Zoning

The characteristics of the comparable sales and the effects of the differences between the subject and the comparables are displayed in an adjustment grid table. The individual characteristics of the comparable sales are used to produce a rating of overall comparability to the subject larger parcel. The comparables are then arrayed in ranked order from Superior to Inferior with their sizes and sold price per square foot.

Conclusions

The indicated value per square foot for the subject is concluded as indicated by the array and the appraiser's judgement.

Qualitative Analysis Comparables	Price/SF	Site Size/ Acres	Ranking
Comp 3	$10.16	0.49	Superior
Comp 4	$8.72	1.58	Superior
Subject Site	———	———	
Comp 2	$4.57	1.81	Inferior
Comp 1	$3.51	1.96	Inferior

The mean and median are reported at $6.74/sf and $6.65/sf respectively. The appraisal report also notes conversations with local brokers as a consideration. The conclusion presented in the appraisal report under review is at the rate of $6.00 per square foot for the 19.31acre larger parcel. This rate is applied to three separate subject sites, as follows.

Subject Site roadways of S. Barnside Way and S. Brookridge Way, with a retrospective effective date of **1/2/2018** and a size of 13,068 Sq.Ft. (0.30± Acres) for a rounded market value of **$78,000**.

Subject Site roadways of S. Millbrook Way and S. Hopes Well Way, with a retrospective effective date of **9/4/2018** and a size of 11,326 Sq.Ft. (0.26± Acres) for a rounded market value of **$68,000**.

Subject Site roadways of S. Trailwood Way, S. Honeycomb Way, S. Old Hickory Way, and E. Haystack Street (West), with a retrospective effective date of **9/12/2019** and a size of 93,218 Sq.Ft. (2.14± Acres) for a rounded market value of **$559,000**.

High Density Residential Land Sales (Retrospective Effective Date of 7/25/2020)

The roadways valued in this part of the appraisal report are parts of S. Barnside Way, S. Brookridge Way, S. Shadywood Way, S. Millbrook Way, S. Hopes Well Way and E. Haystack Street (East) having a reported total size of 149,846 square feet (3.44 acres), with an effective date of 7/25/2020. Four comparable sales are used in this analysis. These sales occurred from July 2017 to July 2020 and are described as Harris Ranch Block SE5, Bogus Basin Road Condos, Council Springs Apartments, and Parkway @ 43rd Townhomes. A map shows the relative locations of the subject property and each comparable sale. A table presents the significant characteristics of these properties and their sales.

Analysis of Comparable High-Density Land Sales

Qualitative Analysis The appraisal report under review describes and utilizes a qualitative analysis in which each of the various characteristics are rated in comparison to the subject. The appraisal report under review notes that market conditions were stable and no significant differences were reflected between 1/2/2018 and 9/12/2019.

The characteristics compared are:
Real Property Rights Conveyed
Financing Terms
Conditions of Sale
Market Conditions/ Time
Location: Surrounding Uses
Location: Frontage / Access
Utility Availability
Entitlements
Topography and Soils
Parcel Size
Zoning

The characteristics of the comparable sales and the effects of the differences between the subject and the comparables are displayed in an adjustment grid or table.

Conclusions
The indicated value per square foot for the subject is concluded as indicated by the array and the appraiser's judgement.

Qualitative Analysis

Comparables	Price/sf	Site Size/ Acres	Ranking
Comp 2	$20.87	0.33	Superior
Comp 3	$10.16	0.49	Superior
Comp 4	$8.72	1.58	Superior
Subject Site	———	———	———
Comp 1	$7.25	7.16	Similar

The appraisal report also notes conversations with local brokers as a consideration. The conclusion presented in the appraisal report under review is at the rate of $7.50 per square foot for the 19.31acre larger parcel. This rate is applied to the subject roadway site, as follows.

Subject Site roadways of S. Barnside Way, S. Brookridge Way, S. Shadywood Way, S. Millbrook Way, S. Hopes Well Way, and E. Haystack Street (East) with a retrospective effective

date of **7/25/2020** and a size of 149,846 Sq.Ft. (3.44± Acres) for a rounded market value of **$1,124,000**.

Certification
The appraisal report contains a "Certificate of Appraisal" with various statements including those required by USPAP, reiteration of the Extraordinary Assumptions and Hypothetical Condition, reiteration of the value conclusions as detailed above, and signed by the appraisers.

ADDENDA

Underlying Assumptions and Limiting Conditions for "Summary" Appraisal
This section begins with a statement that the appraisal report under review is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. It goes on to provide typical and common disclaimers and limitations of liability regarding such matters as unknown or unapparent conditions, title and other legal matters, environmental issues, reliance on information from others, and uses of the report. The specific verbiage should be carefully read and understood by any potential reader or user of the report.

Engagement Agreement
The contract engaging the appraiser is shown in the Addendum of the appraisal report under review. It is prepared as a letter by the appraiser, countersigned by the Client.

Qualifications of Appraisers
The Addenda of the appraisal report under review contain a summary of the appraisers' professional experience, education, representative clients, property types and value ranges, references, and copies of their Idaho appraiser licenses.

(End of Section 1. Appraisal Report Summary Description.)

2. APPRAISAL REVIEW PURPOSE, SCOPE, INTENDED USE

The review appraiser and author of this appraisal review report is Gregory L. Graybadger, MAI, RPRA, AI-GRS as engaged by Harris Ranch Community Infrastructure District No. 1.

Identification of the Client:
The reviewer's client is Harris Ranch Community Infrastructure District No. 1. The reviewer was engaged through a letter signed by Lynda Lowry, Treasurer, Harris Ranch Community Infrastructure District No. 1 dated June 20, 2023.

Identification of Intended Users:
Intended users of the appraisal review include Harris Ranch Community Infrastructure District No. 1 and its legal counsel. Any other party receiving a copy of the appraisal report or appraisal review report does not become an intended user of either report unless the appraiser or reviewer identifies such party as an intended user.

Intended Use of the reviewer's opinions and conclusions:
The intended use of the appraisal review report is to analyze the appraisal report under review and make a determination as to whether the appraisal follows the appropriate principles/standards/appraisal methodology. The client and intended users may utilize that determination in evaluating the credibility of the conclusions presented in the appraisal report under review. The opinions and analyses expressed in this appraisal review are objective and free of bias or advocacy, as required by professional standards and affirmed in the signed Certification within this appraisal review report.

Purpose of the Review Assignment:
The purpose of this appraisal review is to make a determination as to whether the appraisal follows the appropriate principles/standards/appraisal methodology, in order for the Client and Intended Users to evaluate the credibility of the conclusions, and particularly the credibility of the value conclusion. The review assignment does not include independent development of the reviewer's own opinion of value.

Identification of the work under review:
Section 1 of this appraisal review report identifies the appraisal report under review, including property ownership, report date, effective date, and the physical, legal, and economic characteristics of its subject property.

Extraordinary Assumptions and Hypothetical Conditions
The appraisal report under review contains extraordinary assumptions and a hypothetical condition. This appraisal review itself is not subject to any extraordinary assumption or hypothetical condition regarding the development and reporting of the appraisal review. The ordinary and typical assumptions and limiting conditions applicable to the review are shown in another part of this review report.

Scope of Work:
The applicable scope of work for this appraisal review includes identification of the elements described above, which aid in establishing the appraisal review problem to be solved. As stated previously, this review report does not set forth an independent separate opinion of value. The research and analyses utilized in this review assignment meet or exceed the expectations of regularly intended users of similar assignments, and the typical actions of the reviewer's peers. Information presented in the appraisal report under review was independently confirmed to the extent practicable.

The reviewer examined the appraisal report under review, in detail, to ensure that the appraisal methods and techniques presented in the appraisal report under review comply with the *Uniform Standards of Professional Appraisal Practice* (USPAP) and the generally accepted principles and appraisal methodology for such appraisal assignments. Compliance with USPAP requires numerous mandatory elements in the development and reporting of an appraisal. An Idaho professional occupational certification or license requires compliance with USPAP for all appraisal assignments and for appraisal review assignments. The appraisal report under review is governed by the requirement of the 2020-2021 Edition of USPAP, and its compliance is evaluated on that basis. The appraisal review is performed in compliance with the same edition of USPAP, which remains in effect at the time of the appraisal review. That edition of USPAP is titled as the 2020-2021 edition, but it has been extended to remain in effect to the end of 2023.

The specific comparable sale transactions utilized in the appraisal under review were investigated. A search for alternative transactions was conducted to determine whether the comparable sales used were the best indicators of the subject's value, based on being recent, similar to the subject and proximate to the subject property. No alternative sales were found more relevant to the analysis. The adjustments applied to the comparable sales were analyzed to determine if they encompassed the most relevant and significant effects on property values, to determine if the magnitude of the adjustments was supported in the market data, and to determine if the adjustments were applied correctly in the analysis, and no errors or omissions were found.

The reviewer revisited authoritative sources such as the extensive legal citations found in the *Uniform Appraisal Standards for Federal Land Acquisitions* (UASFLA). Compliance with those standards is not required within the appraisal under review, but the procedures described there are well-accepted as correct methodology. The reviewer also revisited relevant parts of *Real Estate Valuation in Litigation* by J.D. Eaton, published by the Appraisal Institute.

The effective dates of value in the appraisal under review range from July 2015 to July 2020. As such, the present-day current physical and legal characteristics of the subject larger parcel are not relevant to the appraisal under review or to the appraisal review assignment. Consequently, no inspections of the subject property or the comparable sales were conducted by the reviewer. The reviewer is a long-term resident of the subject market area, and has observed the subject property on numerous occasions.

The reviewer has developed an opinion as to the appropriateness of the analyses and the credibility of the opinions and conclusions presented in the appraisal under review within the scope of work applicable to that appraisal assignment, and the data presented in the appraisal report. The reviewer has developed an opinion of whether the report under review is appropriate and not misleading. These opinions and the reasoning supporting these opinions are presented in the following section of this appraisal review report. This appraisal review report is prepared in compliance with USPAP, and no compliance is precluded by any law or regulation.

As previously stated, the opinions and analyses expressed in this appraisal review are objective and free of bias or advocacy, as required by professional standards and affirmed in the signed Certification within this appraisal review report.

Effective Date and Report Date of Review:
The Effective Date is the date to which the conclusions apply, and the Report Date is the date that the appraisal report was completed. The report date of this appraisal review report is December 1, 2023 which is also the effective date of the review. The report date of the appraisal report under review is August 28, 2020 and there are five different effective dates of value opinions presented in the appraisal under review.

Subject of the Appraisal Review Assignment:
The appraisal report under review is identified and summarized in the preceding section of this appraisal review report. It consists of an electronic copy as a PDF document containing 106 pages, presented to the review appraiser from the Client's attorney.

Assumptions and Limiting Conditions of the Review:
This appraisal review itself is not subject to the extraordinary assumptions and hypothetical condition or the limiting conditions presented in the appraisal report under review. This appraisal review is subject to the following ordinary and typical assumptions and limiting conditions:

- The reviewer assumes that all information and materials provided by others are accurate, credible, and reliable, and not fraudulent. Information presented in the appraisal report under review was independently confirmed to the extent practicable. However, the review appraiser does not guarantee the accuracy of any information. If any information is subsequently discovered to be false, the reviewer reserves the right to revise this report.
- No title report has been examined for the property which is the subject of the appraisal report under review. The reviewer assumes that the ownership is correctly represented and that no other parties hold rights affecting the subject property, other than the typical powers of government. The reviewer assumes no responsibility for any elements arising from defects of title, liens, deed restrictions, encroachments, or easements.
- It is assumed that there are no hidden or unapparent conditions of the property that may render it more or less valuable. The reviewer assumes no responsibility for such conditions, nor for obtaining engineering or environmental studies that may be required to discover them.
- It is assumed that the subject property does not contain any threatened or endangered species, nor critical habitat for such species.
- It is assumed that the property which is the subject of the appraisal report under review is in full compliance with all relevant laws and regulations, and the requirements of any party having jurisdiction over the property.
- The appraisal report under review is evaluated based on the circumstances in effect at the time of the appraisal and do not consider subsequent events or their effects, including events expected and projected to occur.
- This appraisal review report is to be considered only in its entirety, with no excerpt or part of the report utilized separately or out of the context of the entire report.
- No consideration is given to changes in market conditions or the purchasing power of the dollar which may have occurred from the effective date of the appraisal under review and to the effective date of this appraisal review.
- Additional assumptions or limiting conditions may be expressed elsewhere within this appraisal review report, and their effect is not diminished by having been omitted from this section of the review report.
- This appraisal review report is not to be used in any matter involving the U.S. Internal Revenue Service (IRS). IRS is specifically excluded as an intended user. No assertion is

made as to the applicability or lack of applicability of the appraisal report under review for any use governed or regulated by IRS.

- This appraisal review report is prepared for the exclusive use of the Client and Intended Users identified within this review report and may not be relied upon by others without the written consent of the appraisal reviewer.
- Any actions or claims arising out of, relating to, or in any way pertaining to this assignment, this report, or any values or information contained herein, are strictly limited and shall not exceed the amount of the fee paid for the preparation of this report. The author of this review report shall not be held liable for any consequential damages or losses.

(End of Section 2. Appraisal Review Purpose, Scope and Intended Use)

3. REVIEWER'S ANALYSES, COMMENTS, AND CONCLUSIONS

Applicable Mandatory Standards Compliance
All Idaho real estate appraisers' professional occupational licensing requires compliance with the *Uniform Standards of Professional Appraisal Practice* (USPAP) for all appraisal assignments. For this appraisal review and for the appraisal report under review, the applicable edition of USPAP is the 2020-2021 Edition, which has been extended to remain in effect to the end of 2023.

Hypothetical Condition and Extraordinary Assumptions
USPAP Standards Rule 2-2(b)(x) requires that the appraisal "clearly and conspicuously: state all extraordinary assumptions and hypothetical conditions; and state that their use might have affected the assignment results…" A Hypothetical Condition is a condition, directly related to a specific assignment, which is **contrary to what is known** by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. An Extraordinary Assumption is an assignment-specific assumption as of the effective date regarding **uncertain information** used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Hypothetical Condition. The appraisal report under review identifies one Hypothetical Condition, which is described in six different terms in various parts of the appraisal report, as follows:

The Hypothetical Condition is described in the transmittal letter (on page 2 of the PDF) as, "…that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and has been analyzed as a vacant development parcel prior to the development of the Harris Ranch Subdivision Phases 2, 6, 8, 9, and 11 as of the effective date of value."

The Hypothetical Condition is described a second time in the transmittal letter (on page 4 of the PDF) as, "…that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and is included as vacant residential development land to be developed as part of the Harris Ranch Subdivision."

The Hypothetical Condition is described on page 3 of the printed report (on page 10 of the PDF) as, "…that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and is included as vacant residential development land to be developed as part of the Harris Ranch Subdivision as of the effective date of value."

The Hypothetical Condition is described in the Scope of the Appraisal section on page 15 of the printed report (on page 22 of the PDF) as, "…that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and is included as vacant residential development land to be developed, as of the retrospective dates outlined in this report, as part of the Harris Ranch Subdivision and is to be valued as part of the subject's larger parcel of 19.31± acres prior to development based upon the premise that the parcels could have been developed."

The Hypothetical Condition is described on page 43 of the printed report (on page 50 of the PDF) as, "…that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and has been analyzed as a vacant development parcel prior to the development of the Harris Ranch Subdivision as of the effective date of value."

The Hypothetical Condition is described on page 45 of the printed report (on page 52 of the PDF) as, "…that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and is included as residential development land as part of the Harris Ranch Subdivision as of the effective date of value."

The Hypothetical Condition is described in the signed Certification on page 79 of the printed report (on page 86 of the PDF) as, "…that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and is included as vacant residential development land to be developed as part of the Harris Ranch Subdivision as of the effective date of value."

It is typical appraisal practice to express a Hypothetical Condition using exactly consistent terms, because otherwise the reader must evaluate whether the inconsistency affects the value conclusions, due to potentially different underlying premises. In the appraisal report under review, these six variations in the specific terms of the Hypothetical Condition are sufficiently consistent that they are not misleading and they do not damage the credibility of the value conclusions. The underlying premise of the valuation is considered to be consistent throughout the appraisal report. While the fact that there are variations does not conform to typical best practice, this is not a violation of Standards, principles or methodology.

Extraordinary Assumptions. The appraisal report under review makes reference to several Extraordinary Assumptions. As noted above, an Extraordinary Assumption is an assignment-specific assumption as of the effective date regarding **uncertain information** used in an analysis which, **if found to be false, could alter the appraiser's opinions or conclusions**.

An Extraordinary Assumption is described on page 13 and page 42 of the printed report (on pages 20 and 49 of the PDF) as, "It is an extraordinary assumption of this report that a FEMA

map revision will occur and the lots will be reclassified outside of Flood Zone and no flood insurance will be required. “

An Extraordinary Assumption is described in the signed Certification on page 79 of the printed report (on page 86 of the PDF) as, “We have relied upon plats, site sizes and specifications provided by the client and/ or the client's representatives. Should these representations be amended, or prove to be inaccurate, the value estimates are subject to revision.”

An Extraordinary Assumption is described in the signed Certification on page 79 of the printed report (on page 86 of the PDF) as, “A Phase 1 Environmental Study has not been provided regarding the site. The value estimate is predicated on the assumption that there is no such material on the property. Any such environmental risk discovered at a later data may require a revised estimate of value which may or may not be simply a reduction of the value by the estimated cost to cure the environmental condition. Properties known to have environmental risk may carry a stigma in the market place which also may or may not affect the value.”

An Extraordinary Assumption is described in the signed Certification on page 79 of the printed report (on page 86 of the PDF) as, “All statements of fact used in the report serving as the basis of the appraiser's analyses, opinions, and conclusions, are considered to be true and correct to the best of the appraiser's knowledge and belief. We shall have no responsibility for legal matters; questions of survey; legal description; opinion of title; soil or subsoil conditions; engineering; technical matters, etc.”

The appraisal report under review does not include a direct statement that use of the Hypothetical Condition and Extraordinary Assumptions might have affected the assignment results. However, the USPAP requirement to do so is quoted in the appraisal report in three places, and this can be interpreted to fulfill the requirement because it notifies the readers and users of the appraisal report about this element.

Description of the Subject Property and Property Sizes

USPAP Standards Rule 1-2 requires that the appraiser identify the location and physical, legal, and economic characteristics of the subject property, and Standards Rule 2-2 requires that these elements are identified in the appraisal report.

On page 3 of the printed report (page 10 of the PDF) the report includes the following statement: **“We have relied upon plats, site sizes and specifications provided by the client and/ or the client's representatives. Should these representations be amended, or prove to be inaccurate, the value estimates are subject to revision.”**

The appraisal report under review contains various maps and tables to describe the property being valued, the adjacent properties, and the larger parcel. In particular, references to the block identifiers used in the Specific Planning Ordinance Land Use Development Plan are utilized and they are discussed as "Harris Ranch Subdivision Blocks SW9, SW10, SE1, SE2, SE3, and SE4,…" However, those maps do not include surveyed dimensions.

The property described as Block SW9 consists of Dallas Harris Estates Townhomes Subdivision No. 2, Block 8 and Dallas Harris Estates Townhomes Subdivision No. 9, Block 20, and Block 21, and Block 22, including all alleys.

The property described as Block SW10 consists of Dallas Harris Estates Townhomes Subdivision No. 4, Block 10, and Dallas Harris Estates Townhomes Subdivision No. 9, Block 23 and Block 24 and Block 25, including all alleys.

The property described as Block SE1 consists of Dallas Harris Estates Townhomes Subdivision No. 6, Block 13 and Dallas Harris Estates Townhomes Subdivision No. 11, Block 28, and Block 29, and Block 30, including all alleys.

The property described as Block SE2 consists of Dallas Harris Estates Townhomes Subdivision No. 6, Block 14 and Dallas Harris Estates Townhomes Subdivision No. 11, Block 31, and Block 32, and Block 33, including all alleys.

The property described as Block SE3 consists of Dallas Harris Estates Townhomes Subdivision No. 8, Block 17 and Dallas Harris Estates Townhomes Subdivision No. 11, Block 34, and Block 35, and Block 36, including all alleys.

The property described as Block SE4 consists of Dallas Harris Estates Townhomes Subdivision No. 8, Block 18 and Dallas Harris Estates Townhomes Subdivision No. 11, Block 37, and Block 38, and Block 39, including all alleys.

Typical appraisal practice would use legal descriptions with references to the subdivision plat maps as recorded in the public records. These documents are prepared by certified land surveyors and contain detailed dimensions, signatures of approving parties, dedications of public areas and other legal matters. Such legal descriptions may use a Lot and Block description where applicable, or a metes-and-bounds description of the perimeter of a property. Instead, the appraisal under review mixes a variety of descriptions and mapping.

The reviewer was unable to replicate the exact calculations of area for either the subject roadways or for the larger parcel. The reported areas presented in the appraisal report could be considered credible as estimates or if all parties stipulated their acceptability for the intended uses. The valuation results are consistent with the areas described using the sizes presented in the report. The appraisal report did not identify who performed the area calculations nor the criteria for selecting which areas to include or exclude. Typically, this information would be contained in the Scope of Work section of the appraisal report or in the description of the subject property. However, its omission is not necessarily a violation of USPAP standards.

The descriptions are sufficient for estimating values but would not be sufficiently detailed for conveyance of ownership rights. Also, the inherent inaccuracies could give rise to future claims for additional reimbursements, unless all parties stipulated their acceptance as accurate and released their rights to future claims. Such matters are beyond the scope of an appraisal review, however. At issue for the appraisal review is whether the valuation results can be considered credible. For the areas described, the valuation results are credible, but the calculations of areas described cannot be verified as appropriate to the intended use. USPAP does not specifically state that such verification must be possible, only that the report must "…contain information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal…" The reviewer considers these to be sufficient, meeting the requirement.

On page 38 of the printed report under review (page 45 of the PDF) a header states, "Following are the plat maps for Phases 2, 6, 8, 9, and 11." and this is followed by images of the subdivision plats for

Dallas Harris Estates Townhomes Subdivision No. 2
Dallas Harris Estates Townhomes Subdivision No. 6
Dallas Harris Estates Townhomes Subdivision No. 8
Dallas Harris Estates Townhomes Subdivision No. 9

However, no survey plat is included for Dallas Harris Estates Townhomes Subdivision No. 11.

Also, Dallas Harris Estates Townhomes Subdivision No. 4 was not listed or shown in the appraisal report, even though it contains some of the subject property described in the report under review as Block SW10. The absence of plats for No. 11 and No. 4 is not a violation, as these are recorded in the public records and are readily available to a reader of the appraisal.

These subdivision plats are prepared by a Certified Land Surveyor. The reproduction of the plats has made some dimensions unreadable in the PDF version of the appraisal report under review. The reviewer therefore examined the source documents recorded to the public records in order to clearly read dimensions and verify the areas involved. The reviewer is not a land surveyor, but was unable to replicate and confirm the area calculations used in the appraisal report under

review. The area calculations used in the appraisal report under review were deemed by the reviewer to be sufficient for estimating values.

Larger Parcel Size

In partial acquisitions, the area to be acquired is a component of the larger parcel. The larger parcel is the tract of land that possesses a unity of ownership, physical contiguity or proximity, and has the same or an integrated highest and best use. Its primary importance is to reflect the market influence arising from economy of scale, because value per unit of area generally decreases as size increases.

In the appraisal under review, the larger parcel is identified as 19.31± acres. The appraisal report under review states, "The larger parcel in this appraisal is identified as the contiguous land for the Harris Ranch Subdivision, Blocks SW9, SWl0, SEl, SE2, SE3, and SE4, which abuts the specific roadways…" This appears to include the alleys but excludes the streets which are being valued in the appraisal. The logical premise for this is not described and the supporting calculations of area are not shown.

The determination and identification of the larger parcel is the appraiser's responsibility and is based on their own judgement, but this determination must consider the elements described above. However, even respecting the appraiser's authority in this matter, the apparent omission of the subject roadways themselves is simply an error. Utilizing the area measurements presented in the appraisal report, with 19.31± acres contained in the Blocks described, plus 6.40± acres of roadways **would indicate a larger parcel size of 25.71± acres**. An argument could be made that even more of the Harris Ranch development should be included within the larger parcel, but the reviewer considers this limited area to be a credible and allowable conclusion.

"Across the Fence" Methodology

Corridors, remnants and very irregularly-shaped properties are generally valued by reference to a unit value such as dollars per acre or dollars per square foot. Whether such properties are being sold for assemblage or purchased in partial acquisitions, a per-unit value is the common basis of pricing.

Across the Fence (ATF) appraisal methodology is well established in appraisal practice as a useful and reliable indicator of the market value for corridors and other similarly-shaped properties. Courts have repeatedly upheld the use of this methodology, and it is commonly used by State and Federal government in valuing road rights-of-way. Its use for valuing corridors includes real property interests associated with highways and other roadways, railroads, powerlines, fiber-optic and other buried cables, and pipelines for oil, gas, or water. When such corridors are being acquired, whether by eminent domain or voluntary transactions, each

segment is generally valued similarly to the adjacent property or the parcel from which it is taken. When such corridors are no longer useful, they are often conveyed to adjacent owners and sold with similar values as the property to which they become assembled.

The ATF valuation "…is based on the premise that the corridor land should be worth at least as much as the land through which it passes. Using this approach, the corridor is typically divided into segments or districts of similar utility based on the adjacent land use. Then the value of a typical parcel of adjacent land within the district is applied to that portion of the corridor to arrive at its market value. Finally the values of each of the segments or districts of the corridor are added together to estimate the ATF value of the total corridor." -Arthur G. Rahm, "Across the Fence Methodology for Valuation of Corridors: What Is It and How Is It Used?," *The Appraisal Journal,* July 2001, 270.

In the appraisal report under review, this methodology consists of identifying the unit value applicable to the larger parcel, and applying it to the area of the roadways being valued. The analysis presented utilizes "per square foot" as the unit of measure applied to area. This methodology is appropriate to the appraisal assignment and the report under review.

Report Date

USPAP requires that two important dates are stated in an appraisal report: The Effective Date is the date to which the value opinion applies, and the Report Date is the date that the appraisal report was completed. In the appraisal report under review, the report date is August 28, 2020. There are various effective dates, relevant to each of the subject roadways, as described below.

Effective Dates of Appraisal

The Effective Date is the date to which the value opinion applies. This is important because the value of a real property interest may change over time, and it is affected by the market conditions on the effective date of value. This is an important reason that the effective date is required to be identified in an appraisal. The appraisal report under review presents the valuations for five separate properties on five separate effective dates, as follows:

JULY 24, 2015	**0.26± ACRES**
JANUARY 2, 2018	**0.30± ACRES**
SEPTEMBER 4, 2018	**0.26± ACRES**
SEPTEMBER 12, 2019	**2.14± ACRES**
JULY 25, 2020	**3.44± ACRES**

Because the effective date of each of these valuations precedes the appraisal report date, this is termed a "retrospective" appraisal. It reflects the behaviors of buyers and sellers occurring on the effective date. As such, information which became known after the effective date is not generally considered. Market expectations and projections which existed at the effective date are given consideration regardless of whether they subsequently occurred.

Scope of Work

The determination of the appropriate scope of work to be performed in the appraisal is the responsibility of the appraiser. The *Uniform Standards of Professional Appraisal Practice* (USPAP) contains a "Scope of Work Rule" requiring the appraiser to identify the problem to be solved, determine and perform the scope of work necessary to develop credible assignment results, and disclose the scope of work in the report.

The appraisal report under review does refer to the potential reimbursement from Harris Ranch Community Infrastructure District No. 1. A separate section later in this review report addresses this issue in greater depth.

The Scope of Work in an appraisal report with more than one signing appraiser typically describes the distribution of the work duties performed by each of them. The Letter of Transmittal specified that "…Greg J. Contos, CRA #13, provided significant real property appraisal assistance in the data collection and compilation of information contained herein." As a Certified Residential Appraiser, Mr. Contos would be outside the scope of his licensure to appraise the subject property, but he may provide assistance. The Certification states that both appraisers made a personal inspection of the subject, and it acknowledged the real property appraisal assistance by Mr. Contos, as required by USPAP.

Definition of Market Value

USPAP Standards Rule 2-2(b)(v) requires that the appraisal "state the type and definition of value and cite the source of the definition. The appraisal under review contains a section entitled "Definition of Market Value" That section quotes a definition of market value from the FDIC and provides a citation of that source. Although the citation is not precisely correct, it is readily found and it is not misleading, so this meets the requirement under USPAP. No specific definition was found to be required for the intended use of this appraisal. The definition identified here has broad applicability and is appropriate for this appraisal assignment.

Valuation Analysis

The appraisal report under review relies upon the Sales Comparison Approach as the basis for valuing the subject properties. For the first value, four comparable sales were analyzed on a qualitative basis. The concluded rate of $4.00 per square foot is applied to produce the value conclusion.

-Parts of S. Trailwood Way and S. Honeycomb Way have a reported total size of 11,326 square feet (0.26 acre), an effective date of 7/24/2015, and a reported value of $45,000.

Four different comparable sales were analyzed to develop a rate applicable to the next three subject properties. These were analyzed on a qualitative basis. The concluded rate of $6.00 per square foot is applied to produce those value conclusions.
-Parts of S. Barnside (noted in the appraisal report as "Barnsdale") Way and S. Brookridge Way have a reported total size of 13,068 square feet (0.30 acre), an effective date of 1/2/2018 and a reported value of $78,000.
-Parts of S. Millbrook Way and S. Hopes Well Way have a reported total size of 11,326 square feet (0.26 acre), an effective date of 9/4/2018 and a reported value of $68,000.
-Parts of S. Trailwood Way, S. Honeycomb Way, S. Old Hickory Way, and E. Haystack Street have a reported total size of 93,218 square feet (2.14 acres), an effective date of 9/12/2019, and a reported value of $559,000.

Four comparable sales were used for the final valuation, consisting of two sales that had been included in the previous analysis plus two sales that had not been previously analyzed. The property at 2811 Bogus Basin Road was not an appropriate comparable, as it was a single commercial lot rather than subdivision development land, and it is mislocated on the map. The four sales were analyzed on a qualitative basis. The concluded rate of $7.50 per square foot is applied to produce the value conclusion.
-Parts of S. Barnside (noted in the appraisal report as "Barnsdale") Way and S. Brookridge Way, S. Shadywood Way, S. Millbrook Way, S. Hopes Well Way and E. Haystack Street have a reported total size of 149,846 square feet (3.44 acres), an effective date of 7/25/2020, and a reported value of $1,124,000.

Appraisers typically select comparables to provide a data array with a range that encompasses the important characteristics of the subject, such as size and total value. All of the comparables used were smaller than the subject larger parcel, and sold for less than the concluded value of the subject larger parcel. The effect of property size and the effect of the transaction size cannot be demonstrated by the data presented, so analyses of those effects are based solely on the appraiser's judgement. While this is weak support for the value conclusion, it is not necessarily a violation of standards, and the conclusions are deemed to be credible and adequately supported.

The Premise for Reimbursement

The Letter of Transmittal in the appraisal report under review states, "The purpose of this report is to provide a market value estimate of the underlying land for the purposes of reimbursement from the CID (Community Infrastructure District)." This is repeated in the Definition of the Appraisal Problem, under Purpose of the Appraisal. The Harris Ranch Community Infrastructure District is identified as an intended user of the appraisal report.

It appears that no discussion was provided in the appraisal report regarding the specific elements which may or may not qualify for reimbursement. The reviewer believes that this is a legal issue and beyond the scope of an appraisal or appraisal review, and would require interpretation by an attorney. In some cases, an appraiser might seek legal guidance in order to more specifically address the appropriate scope of work. There is no indication in the appraisal report that the appraiser did so. However, such action is not required by the Standards, and it is not consistent practice among appraisers.

One fundamental premise of this appraisal is that the subject roadway property "…*has been analyzed as a vacant development parcel prior to the development…"* The comparable sales utilized in the appraisal are properties suitable for future development, reflecting similar needs for some area to be utilized for interior roadways. As such, the roadways contribute value and are an inherent component of the development overall, so it is appropriate that the rate of value is attributed to the roadways.

Appraiser's Certification:
The appraisal report under review includes a Certification as required by USPAP which contains the required elements including signatures by both appraisers.

Adherence to Appraisal Standards
The practice of real estate appraisal is heavily regulated in great detail and minor compliance concerns are not uncommon. To the extent that such issues do not affect the credibility of the value conclusion, they may be considered insignificant. USPAP Standards Rule 1-1(c) states that an appraiser must "not render appraisal services in a careless or negligent manner, such as by making a series of errors that, although individually might not significantly affect the results of an appraisal, in the aggregate affect the credibility of those results.". The reviewer does not characterize the appraisal report under review as "careless or negligent" and the appraisal report under review is considered to comply with the provisions of USPAP.

Reviewer's Opinions and Conclusions

The stated engagement of the reviewer is to perform **"*reviews which analyze the Appraisals and make a determination as to whether the Appraisals follow the appropriate principles/standards/appraisal methodology*."** The appraisal report under review adequately follows the appropriate principles, standards and appraisal methodology to value the real property interests as they are described in the appraisal report. This includes compliance with the *Uniform Standards of Professional Appraisal Practice* (USPAP).

There is some concern over the calculated areas for the roadways, as the source of the conclusions, the criteria for inclusion, and the actual calculations are not described or shown. There is also concern over the fact that all of the comparable sales are smaller than the subject larger parcel, so effect of size is only supported by the appraiser's judgement. However, neither of these concerns prevent the determination that the appraisal follows the appropriate principles, standards and methodology, which is the reviewer's conclusion.

From the standpoint of valuation methodology, the appraisal report is credible and adequately supported. The comparable sales utilized in the appraisal are properties suitable for future development, reflecting similar needs for some area to be utilized for interior roadways. One fundamental premise of this appraisal is that the roadways are valued, "…as vacant residential development land to be developed,…" Also, the appraisal report under review contains a statement of the Purpose of the Appraisal including, "… to clearly communicate the data and reasoning leading to the formulation of the value estimates for the purposes of a cost reimbursement of land value from the Harris Ranch Community Infrastructure District." Whether or not the appraisal meets the requirements for reimbursement is a question of law and beyond the scope of the appraisal review, as the reviewer is not an attorney. It is beyond the scope of an appraisal review to determine the legal sufficiency to qualify for such reimbursement.

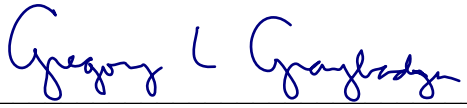
It is the reviewer's opinion that the analyses, opinions and conclusions presented in the appraisal under review are credible within the stated scope of work applicable to the appraisal assignment and the data presented. **It is the reviewer's opinion and conclusion that the appraisal under review does follow the appropriate Standards, principles, and appraisal methodology.**

(End of Section 3: Reviewer's Analyses, Comments, and Conclusions)

4. REVIEW APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this review report are true and correct.
2. The reported analyses, opinions, and conclusions in the review report are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review, within the three-year period immediately preceding the agreement to perform this assignment.
5. I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
8. My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or the assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
9. My analyses, opinions, and conclusions were developed ant his review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice.*
10. I have not made a personal inspection of the property that is the subject of the appraisal report under review.
11. No one provided significant appraisal review assistance to the person signing this Certification.
12. 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 and Standards of Professional Appraisal Practice of the Appraisal Institute; the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives; and as of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.



December 1, 2023

Gregory L. Graybadger, MAI, RPRA, AI-GRS, Idaho CGA#1834 Date

GREGORY L. GRAYBADGER

QUALIFICATIONS AND LICENSING

Licenses:

- CERTIFIED GENERAL REAL ESTATE APPRAISER, CGA-1834
  Idaho Real Estate Appraiser Board, Bureau of Occupational Licenses
- FHA Appraiser Roster, Number IDCGA1834
  U.S. Department of Housing and Urban Development
- Certified Tax Appraiser #856, Idaho State Tax Commission
- Idaho Real Estate License SP23303 (inactive), Idaho Real Estate Commission

Professional Designations:

- MAI, Appraisal Institute
- RPRA (Real Property Review Appraiser)
  American Society of Farm Managers and Rural Appraisers
- AI-GRS, Appraisal Institute (Reviewer of all property types)

Professional Appraisal Experience:

U.S. General Services Administration, Chief Appraiser, 2021-2023
USDA Forest Service, Regional Appraiser for Oregon, Washington & Alaska, 2015-2021
The Appraisal Foundation, Appraisal Practices Board of Directors, 2016
U.S. Department of the Interior, Review Appraiser, 2014-2015
Idaho Transportation Department, Senior Right of Way Appraiser and Reviewer, 2007-2014
Integra Realty Resources, Senior Appraisal Analyst/Certified General Appraiser, 2006-2007
Canyon County Assessor, Senior Commercial Appraiser/Deputy Assessor, 2005-2006
Ada County Assessor, Appraiser/Deputy Assessor, 2001-2004
Gem State Appraisers, Residential Appraiser, 1998-2001

Publications:

"When You Buy or Sell a Hangar" article in Airport News, June 2006
"Collection and Verification of Residential Data in the Sales Comparison Approach" co-author, published by The Appraisal Foundation, 2016

Awards:

Federal Highway Administration, "Excellence in Right of Way" 2014

Specialized Appraisal Training Courses:

Uniform Standards of Professional Appraisal Practice, update biennially since 1998
Separating Real & Personal Property from Intangible Business Assets, 2019
Uniform Appraisal Standards for Federal Land Acquisitions, 2007 and 2017
Valuation of Conservation Easements & Partial Interests, 2013
Attacking and Defending an Appraisal in Litigation, 2008
Review Theory – General, Appraisal Institute, 2017
Reviewing Timberland Appraisals, Western Forestry & Conservation Assn. 2015

H. Exhibit H – Appraisal Review Notification

David Hasegawa

From: David Hasegawa
Sent: Monday, December 4, 2023 4:12 PM
To: Harris Ranch CID Taxpayers; Bill Doyle
Subject: HRCID Appraisal Reviews
Attachments: Final_12.1.23_appraisal_review_Roadways_18100702_1.pdf; Final_12.1.23 _appraisal_review_Cons_Eas_18100701_1.pdf

Hello Larry and Bill,

Attached are the appraisal reviews for the two land projects that the Board will consider next.

Thank you,
David Hasegawa
208-972-8174

I. Exhibit I – Project GO21-4 Purchase Request

HARRIS RANCH
COMMUNITY INFRASTRUCTURE DISTRICT NO. 1

SOUTHERN HALF OF ROADWAY PARCELS LOCATED WITHIN THE HARRIS RANCH SUBDIVISION (PORTIONS OF PHASES 2, 6, 8, 9, AND 11)

Completion Dates:

Phase 2 (0.26 +/- acres) – July 24, 2015

Phase 6 (0.30 +/- acres) – January 2, 2018

Phase 8 (0.26 +/- acres) – September 9, 2018

Phase 9 (0.26 +/- acres) – September 12, 2019

Phase 11 (3.44 +/- acres) – July 25, 2020

Submitted to the City of Boise: March 1, 2021

Project Description

Rights of Way for the southern half of roadway parcels that are located within the Harris Ranch Subdivision. The roadways are located within portions of Dallas Harris Estates Townhomes Subdivision Phases No. 2, 6, 8, 9, and 11.

The roadway parcels are a total of 6.40 acres +/-. The market value of the parcels, $1,874,000.00, was determined from the enclosed MAI appraisal completed by Langston & Associates, Inc. dated August 28, 2020.

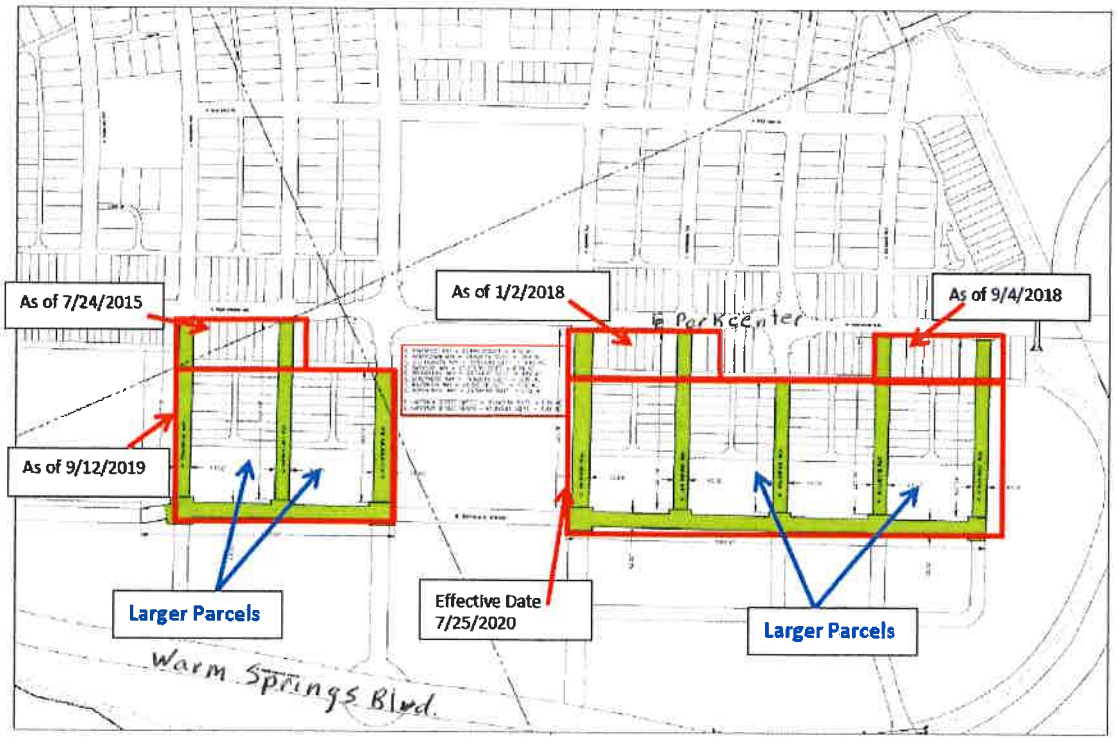
The roadways are community infrastructure that benefits the District and are eligible for reimbursement.

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

Doug Fowler

President Barber Valley Development

The subject includes the roadway parcels within Phases 2, 6, 8, 9, and 11 of the Harris Ranch Subdivision, as outlined below.



Project Ownership & Acceptance

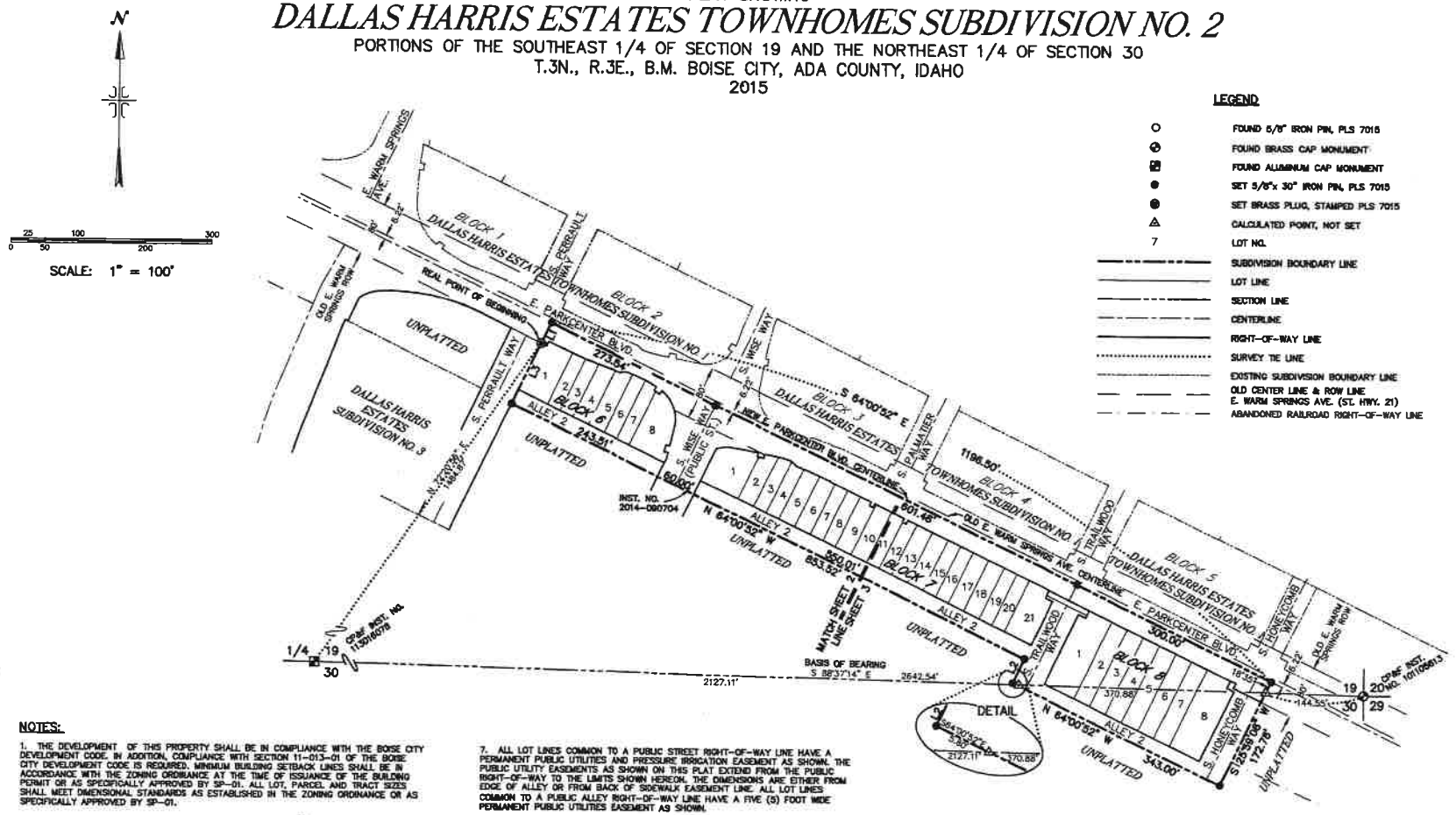
The recorded plats for Dallas Harris Townhomes Subdivisions No. 2, 6, 8, 9 and 11 documen: acceptance and ownership of the roadway rights of way.

BK 108 PG 15280

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2

PORTIONS OF THE SOUTHEAST 1/4 OF SECTION 19 AND THE NORTHEAST 1/4 OF SECTION 30
T.3N., R.3E., B.M. BOISE CITY, ADA COUNTY, IDAHO
2015



NOTES:

1. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY DEVELOPMENT CODE. IN ADDITION, COMPLIANCE WITH SECTION 11-013-01 OF THE BOISE CITY DEVELOPMENT CODE IS REQUIRED. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED BY SP-01. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY SP-01.

2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.

3. DIRECT LOT OR PARCEL ACCESS TO EAST PARKCENTER BOULEVARD IS PROHIBITED.

4. THIS PLAT IS SUBJECT TO COMPLIANCE WITH IDAHO CODE 31-3805(1)(k) CONCERNING IRRIGATION WATER RIGHTS AND TRANSFER. THE CITY OF BOISE ORDINANCE REQUIRES CITY APPROVAL OF SURFACE WATER IRRIGATION SYSTEMS. SINCE THIS IS A GROUND WATER SOURCE, PRIVATE IRRIGATION SYSTEM, THE CITY OF BOISE HAS ISSUED A WAIVER OF ITS APPROVAL WITH THE ADVICE OF THE BOISE-KUNA IRRIGATION DISTRICT, LOTS WITHIN THIS SUBDIVISION WILL BE PROVIDED IRRIGATION WATER, AND WILL BE OBLIGATED TO PAY THE DEVELOPER OR THEIR SUCCESSOR(S) FOR IRRIGATION WATER ASSESSMENT. SEE INSTRUMENT NO. 111031163, ADA COUNTY RECORDER'S OFFICE FOR THE "FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES".

5. THIS SUBDIVISION SHALL COMPLY WITH THE APPROVED PRELIMINARY PLAT FOR DALLAS HARRIS ESTATES SUBDIVISION NO. 14-SP-01 PHASE 6 AS APPROVED BY BOISE CITY COUNCIL ON DECEMBER 5, 2014.

6. THE SIDEWALKS SHALL BE LOCATED OUTSIDE THE PUBLIC STREET RIGHT-OF-WAY IN A PERPETUAL AND NON-EXCLUSIVE PUBLIC PEDESTRIAN AND BICYCLE SIDEWALK EASEMENT, GRANTED TO THE CITY OF BOISE AND PRESSURE IRRIGATION EASEMENT GRANTED TO BARBER VALLEY IRRIGATION, INC. THE SIDEWALK IMPROVEMENTS SHALL BE MAINTAINED BY THE DALLAS HARRIS ESTATES HOMEOWNERS ASSOCIATION. THE PRESSURE IRRIGATION SYSTEM SHALL BE MAINTAINED BY BARBER VALLEY IRRIGATION, INC. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO SIDEWALK EASEMENTS IN FAVOR OF THE CITY OF BOISE FOR PUBLIC USE AND PRESSURE IRRIGATION EASEMENT PER EASEMENT DOCUMENT RECORDED ON FEBRUARY 6, 2015 AS INSTRUMENT NO. 2015-009560, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

7. ALL LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT PUBLIC UTILITIES AND PRESSURE IRRIGATION EASEMENT AS SHOWN. THE PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT EXTEND FROM THE PUBLIC RIGHT-OF-WAY TO THE LIMITS SHOWN HEREON. THE DIMENSIONS ARE EITHER FROM EDGE OF ALLEY OR FROM BACK OF SIDEWALK EASEMENT LINE. ALL LOT LINES COMMON TO A PUBLIC ALLEY RIGHT-OF-WAY LINE HAVE A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT AS SHOWN.

8. ALL LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT TEN (10) FOOT WIDE BOISE CITY STREET LIGHT EASEMENT.

9. THE COMMON LOT LINE BETWEEN LOTS 17 AND 18, BLOCK 7 HAS A FIVE (5) WIDE PRIVATE UNDERDRAIN EASEMENT ON EACH SIDE OF THE COMMON LOT LINE IN FAVOR OF THE DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2 HOMEOWNERS ASSOCIATION.

10. PLAT IS SUBJECT TO CONDITIONS AS DESCRIBED IN ADA COUNTY HIGHWAY DISTRICT TEMPORARY LICENSE AGREEMENT, INSTRUMENT NO. 2015-048217, DATED JUNE 3, 2015.

11. THE SOUTHERLY RIGHT-OF-WAY LINES OF EAST PARKCENTER BOULEVARD WERE PREVIOUSLY MODIFIED BY QUITCLAIM DEEDS CONVEYING PUBLIC RIGHT-OF-WAY PER INSTRUMENT NO's. 2015-001657 AND 2015-001686, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 25°59'35" E	33.78'
L2	N 25°59'08" E	39.50'
L3	N 25°59'35" E	89.50'

PROFESSIONAL LAND SURVEYOR 7015 7/21/15 STATE OF IDAHO PATRICK J. SCHEFFLER

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

IDAHO SURVEY GROUP, P.C.
1450 E. WATERTOWER ST. SUITE 130
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 884-5399

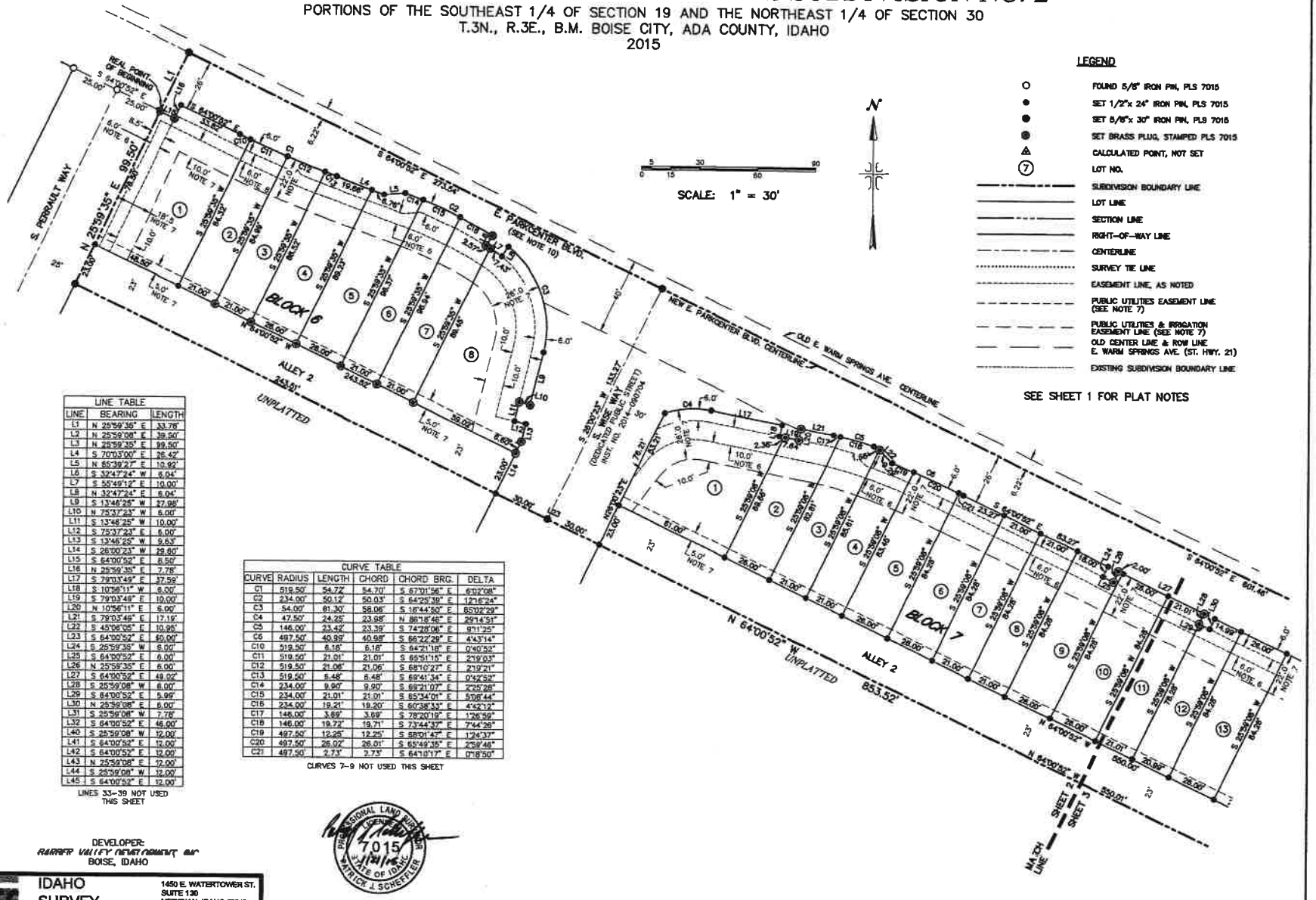
JOB NO. 14-147
SHEET 1 OF 5

BK 105 PG 5281

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2

PORTIONS OF THE SOUTHEAST 1/4 OF SECTION 19 AND THE NORTHEAST 1/4 OF SECTION 30
T.3N., R.3E., B.M. BOISE CITY, ADA COUNTY, IDAHO
2015



SCALE: 1" = 30'

LEGEND

- FOUND 5/8" IRON PIN, PLS 7015
- SET 1/2"x 24" IRON PIN, PLS 7015
- SET 5/8"x 30" IRON PIN, PLS 7015
- SET BRASS PLUG, STAMPED PLS 7015
- CALCULATED POINT, NOT SET
- (7) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SURVEY TIE LINE
- EASEMENT LINE, AS NOTED
- PUBLIC UTILITIES EASEMENT LINE (SEE NOTE 7)
- PUBLIC UTILITIES & IRRIGATION EASEMENT LINE (SEE NOTE 7)
- OLD CENTER LINE & ROW LINE E. WARM SPRINGS AVE. (ST. HWY. 21)
- EXISTING SUBDIVISION BOUNDARY LINE

SEE SHEET 1 FOR PLAT NOTES

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 25°59'35" E	33.76'
L2	N 25°59'08" E	39.50'
L3	N 25°59'35" E	99.50'
L4	S 70°03'00" E	26.42'
L5	N 65°39'27" E	10.92'
L6	S 32°47'24" W	6.04'
L7	S 55°49'12" E	10.00'
L8	N 32°47'24" E	6.04'
L9	S 13°46'25" W	17.98'
L10	N 75°37'23" W	6.00'
L11	S 13°46'25" W	10.00'
L12	S 75°37'23" E	6.00'
L13	S 13°46'25" W	9.63'
L14	S 26°00'23" W	29.60'
L15	S 64°00'52" E	8.50'
L16	N 25°59'35" E	7.78'
L17	S 79°03'49" E	37.59'
L18	S 10°56'11" W	6.00'
L19	S 79°03'49" E	10.00'
L20	N 10°56'11" E	6.00'
L21	S 79°03'49" E	17.19'
L22	S 45°06'05" E	10.95'
L23	S 64°00'52" E	50.00'
L24	S 25°59'35" W	6.00'
L25	S 64°00'52" E	6.00'
L26	N 25°59'35" E	6.00'
L27	S 64°00'52" E	49.02'
L28	S 25°59'08" W	6.00'
L29	S 64°00'52" E	5.99'
L30	N 25°59'08" E	6.00'
L31	S 25°59'08" W	7.78'
L32	S 64°00'52" E	46.00'
L40	S 25°59'08" W	12.00'
L41	S 64°00'52" E	12.00'
L42	S 64°00'52" E	12.00'
L43	N 25°59'08" E	12.00'
L44	S 25°59'08" W	12.00'
L45	S 64°00'52" E	12.00'

LINES 33-39 NOT USED THIS SHEET

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BRG.	DELTA
C1	519.50'	54.72'	54.70'	S 67°01'56" E	6°02'08"
C2	234.00'	50.12'	50.03'	S 64°25'39" E	12°16'24"
C3	54.00'	81.30'	58.06'	S 18°44'52" E	85°02'29"
C4	47.50'	24.25'	23.98'	N 86°18'46" E	29°14'51"
C5	146.00'	23.42'	23.39'	S 74°28'06" E	9°11'25"
C6	497.50'	40.98'	40.98'	S 66°22'29" E	4°43'14"
C10	519.50'	6.18'	6.18'	S 64°21'18" E	0°40'52"
C11	519.50'	21.01'	21.01'	S 65°51'15" E	2°19'03"
C12	519.50'	21.06'	21.06'	S 68°10'27" E	2°19'21"
C13	519.50'	5.48'	5.48'	S 69°41'34" E	0°42'52"
C14	234.00'	9.90'	9.90'	S 69°21'07" E	2°25'28"
C15	234.00'	21.01'	21.01'	S 65°34'01" E	5°08'44"
C16	234.00'	19.21'	19.20'	S 60°38'33" E	4°42'12"
C17	146.00'	3.69'	3.69'	S 78°20'19" E	1°26'59"
C18	146.00'	19.72'	19.71'	S 73°44'37" E	7°44'26"
C19	497.50'	12.25'	12.25'	S 68°01'47" E	1°24'37"
C20	497.50'	26.02'	26.01'	S 65°49'35" E	2°59'46"
C21	497.50'	2.73'	2.73'	S 64°10'17" E	0°18'50"

CURVES 7-9 NOT USED THIS SHEET

PROFESSIONAL LAND SURVEYOR LICENSE 7015 STATE OF IDAHO PATRICK J. SCHEFFLER

DEVELOPER:
RAINIER VALLEY INVESTMENTS, LLC
BOISE, IDAHO

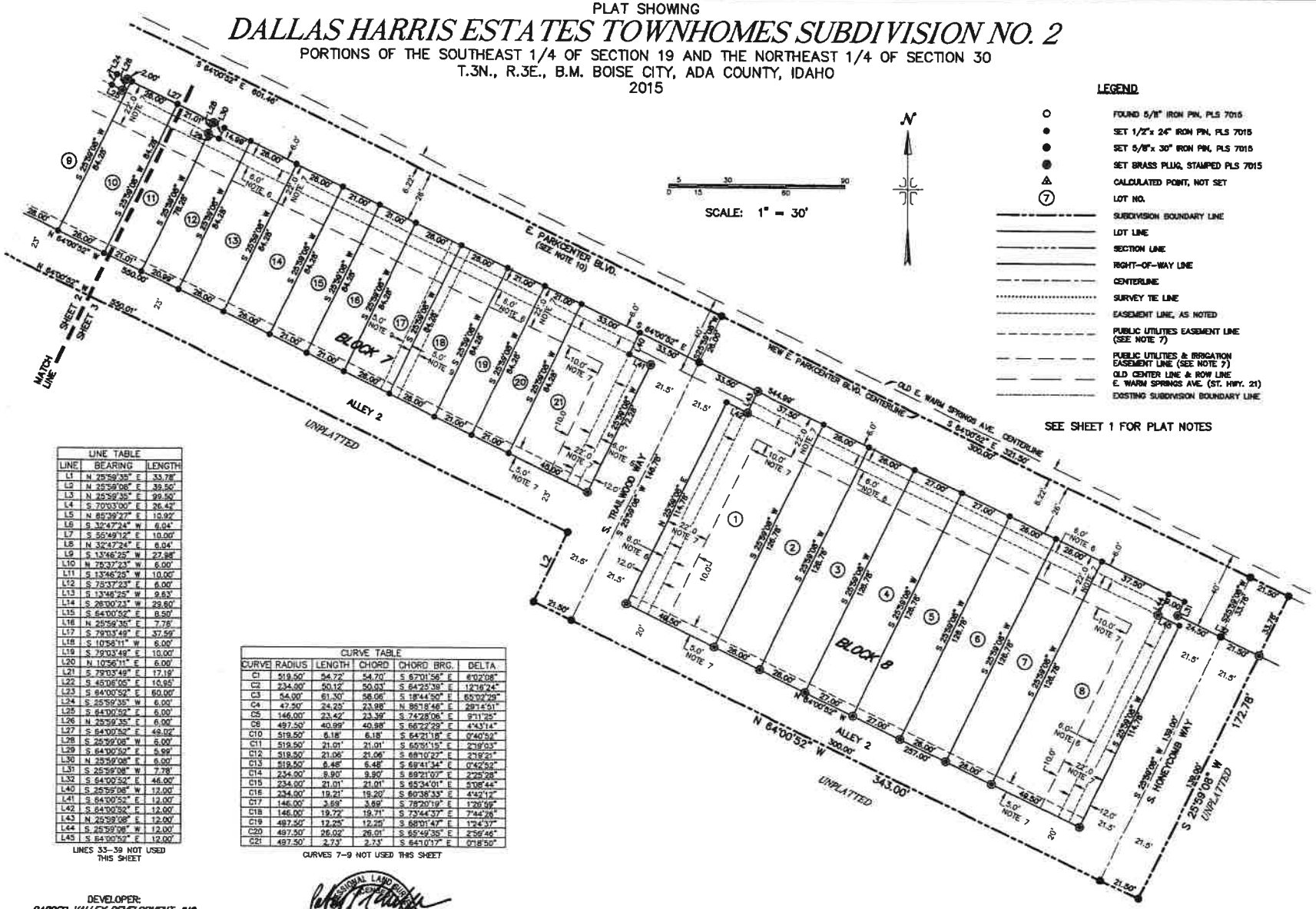
IDAHO SURVEY GROUP, P.C.
1450 E. WATERTOWER ST.
SUITE 130
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 884-5399

BK 108 PG 15282

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2

PORTIONS OF THE SOUTHEAST 1/4 OF SECTION 19 AND THE NORTHEAST 1/4 OF SECTION 30
T.3N., R.3E., B.M. BOISE CITY, ADA COUNTY, IDAHO
2015



LEGEND

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- SET 1/2"x 24" IRON PIN, PLS 7015
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L11	S 13°46'25" W	10.00'
L12	S 75°37'23" E	6.00'
L13	S 13°46'25" W	9.63'
L14	S 28°00'23" W	23.80'
L15	S 64°00'52" E	8.50'
L16	N 25°59'35" E	7.78'
L17	S 79°03'49" E	37.59'
L18	S 10°56'11" W	6.00'
L19	S 79°03'49" E	10.00'
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L21	S 79°03'49" E	17.19'
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L23	S 64°00'52" E	60.00'
L24	S 25°59'35" W	6.00'
L25	S 64°00'52" E	8.00'
L26	N 25°59'35" E	6.00'
L27	S 64°00'52" E	48.02'
L28	S 25°59'08" W	6.00'
L29	S 64°00'52" E	5.99'
L30	N 25°59'08" E	6.00'
L31	S 25°59'08" W	7.78'
L32	S 64°00'52" E	46.00'
L40	S 25°59'08" W	12.00'
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C10	519.50'	6.18'	6.18'	S 64°21'18" E	0°40'52"
C11	519.50'	21.01'	21.01'	S 65°35'15" E	2°19'03"
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C20	497.50'	26.02'	26.01'	S 65°49'35" E	2°59'46"
C21	497.50'	2.73'	2.73'	S 64°10'17" E	0°18'50"

CURVES 7-9 NOT USED THIS SHEET

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

PROFESSIONAL LAND SURVEYOR
PATRICK J. SCHEFFLER
7915
1/21/15
STATE OF IDAHO

IDAHO SURVEY GROUP, P.C.
1450 E. WATERTOWER ST.
SUITE 130
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 884-8398

JOB NO. 14-143
SHEET 1 OF 2

BK 108 PG 15233

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

PORTIONS OF THE SOUTHEAST 1/4 OF SECTION 19 AND THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 19 FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 19 BEARS SOUTH 88°37'14" EAST, 2642.54 FEET; THENCE NORTH 72°20'56" EAST, 1484.87 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FORMER EAST WARM SPRINGS AVENUE AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH PERRAULT WAY, SAID POINT BEING THE MOST NORTHEASTERLY CORNER OF DALLAS HARRIS ESTATES SUBDIVISION NO. 3 AS FILED IN BOOK 103 OF PLATS AT PAGES 13940-13942, RECORDS OF ADA COUNTY, IDAHO, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE NORTH 25°59'35" EAST, 33.78 FEET TO THE CENTERLINE OF EAST PARKCENTER BOULEVARD; THENCE ALONG SAID CENTERLINE SOUTH 64°00'52" EAST, 1,198.50 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 25°59'08" WEST, 172.78 FEET; THENCE NORTH 64°00'52" WEST, 343.00 FEET; THENCE NORTH 25°59'08" EAST, 39.50 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF A FORMER RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE NORTH 64°00'52" WEST, 853.52 FEET TO THE INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH PERRAULT WAY AND THE SOUTHEASTERLY BOUNDARY LINE OF SAID DALLAS HARRIS ESTATES SUBDIVISION NO. 3; THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID SOUTHEASTERLY BOUNDARY LINE NORTH 25°59'35" EAST, 99.50 FEET TO THE REAL POINT OF BEGINNING. CONTAINS AN AREA OF 3.87 ACRES MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AND ALLEYS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING UNITED WATER IDAHO, INC. MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND UNITED WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

OWNERS:

IN WITNESS WHEREOF, THE GRANTORS HAVE CAUSED THIS INSTRUMENT TO BE SUBSCRIBED THIS 7 DAY OF APRIL, 2015.

BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION

DOUGLAS FOWLER — PRESIDENT

Felicia Harris Burkhalter
FELICIA HARRIS BURKHALTER — SECRETARY/TREASURER

ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.
COUNTY OF ADA }

ON THIS 30 DAY OF April, 2015, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DOUGLAS FOWLER, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT OR THE PERSON 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.

SARAH MARTZ NOTARY PUBLIC STATE OF IDAHO

Sarah Martz
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise
MY COMMISSION EXPIRES: 11/10/17

ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.
COUNTY OF ADA }

ON THIS 7 DAY OF April, 2015, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED FELICIA HARRIS BURKHALTER, KNOWN OR IDENTIFIED TO ME TO BE THE SECRETARY/TREASURER OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT OR THE PERSON 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.

SARAH MARTZ NOTARY PUBLIC STATE OF IDAHO

Sarah Martz
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise
MY COMMISSION EXPIRES: 11/10/17

PROFESSIONAL LAND SURVEYOR LICENSED 7015 4/7/15 STATE OF IDAHO PATRICK J. SCHEFFLER

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

JOB NO. 14-143
SHEET 4 OF 5

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO .2

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 10th DAY OF June, 2015

ADA COUNTY HIGHWAY DISTRICT

BY: Jim Hansen
JIM HANSEN, PRESIDENT
TRUSTEE OF EXISTING PUBLIC RIGHT OF WAY

ACKNOWLEDGEMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS 10th DAY OF June 2015, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED, JIM HANSEN KNOWN TO ME TO BE THE PRESIDENT OF THE ADA COUNTY HIGHWAY DISTRICT, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID DISTRICT, AND ACKNOWLEDGED TO ME THAT THE ADA COUNTY HIGHWAY DISTRICT EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

VALERIE FOLLETT
NOTARY PUBLIC
STATE OF IDAHO

Valerie Follett
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise Idaho
MY COMMISSION EXPIRES: Nov 30, 2018

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY ISSUANCE OF A CERTIFICATION OF DISAPPROVAL.

CENTRAL DISTRICT HEALTH DEPARTMENT ADA COUNTY

[signature] REHS 4.8.15
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED BOISE CITY ENGINEER, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISIFIED FOR THIS PLAT.

[signature] 7/16/15
BOISE CITY ENGINEER

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 31st DAY OF March, 2015 THIS PLAT WAS DULY ACCEPTED AND APPROVED.

[signature]
CITY CLERK, BOISE, IDAHO

CERTIFICATE OF SURVEYOR

I, PATRICK J. SCHEFFLER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

PROFESSIONAL LAND SURVEYOR LICENSED 7015 STATE OF IDAHO PATRICK J. SCHEFFLER

PATRICK J. SCHEFFLER, P.L.S. IDAHO NO. 7015

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

ADA COUNTY SURVEYOR

Jerry L. Hastings
COUNTY SURVEYOR
PLS 5359
7-24-2015

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

07/24/2015
DATE

Vicky McCarthy
COUNTY TREASURER
by Deputy Treasurer

ADA COUNTY TREASURER

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BARBER VALLEY DEVELOPMENT, INC. AT 56 MINUTES PAST 3 O'CLOCK P M., ON THIS 28th DAY OF July, 2015 IN BOOK 108 OF PLATS AT PAGES 15228 thru 15284.

INSTRUMENT NO. 2015-067349

DEPUTY

Christopher D. Rich
EX-OFFICIO RECORDER

$ 26.00
FEE

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

JOB NO. 14-143
SHEET 5 OF 5

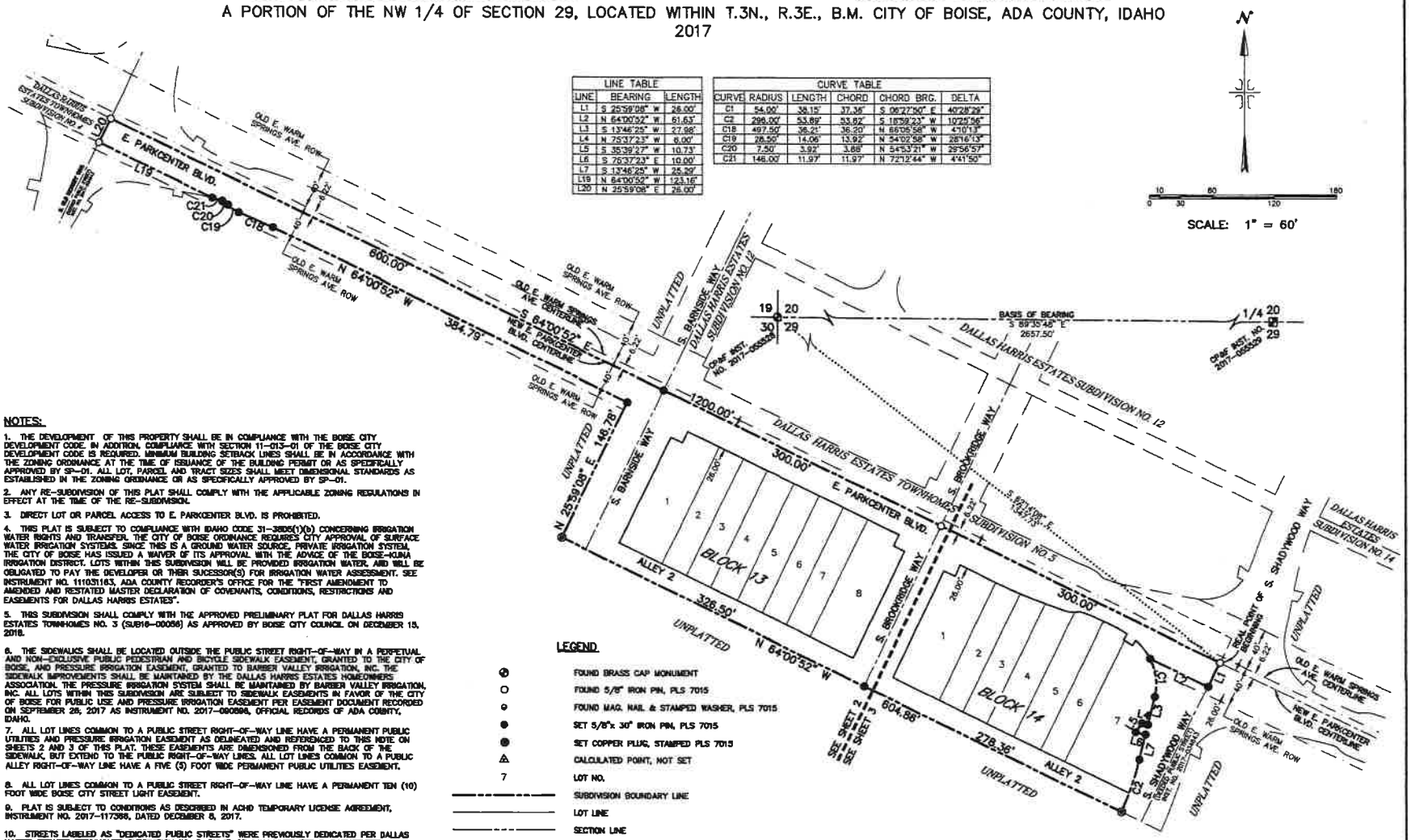
BK 112 PG 16451

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 6

A PORTION OF THE NW 1/4 OF SECTION 29, LOCATED WITHIN T.3N., R.3E., B.M. CITY OF BOISE, ADA COUNTY, IDAHO

2017



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 25°59'08" W	26.00'
L2	N 64°00'52" W	61.63'
L3	S 13°46'25" W	27.98'
L4	N 75°37'23" W	8.00'
L5	S 35°39'27" W	10.73'
L6	S 75°37'23" E	10.00'
L7	S 13°46'25" W	25.29'
L19	N 64°00'52" W	123.16'
L20	N 25°59'08" E	26.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BRG.	DELTA
C1	54.00'	38.15'	37.36'	S 06°27'50" E	40°28'29"
C2	296.00'	53.89'	53.82'	S 18°39'23" W	10°25'56"
C18	497.50'	36.21'	36.20'	N 66°05'58" W	4°10'13"
C19	28.50'	14.06'	13.92'	N 54°02'58" W	28°16'13"
C20	7.50'	3.92'	3.88'	N 54°53'21" W	29°56'57"
C21	146.00'	11.97'	11.97'	N 72°12'44" W	4°41'50"

NOTES:

1. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY DEVELOPMENT CODE. IN ADDITION, COMPLIANCE WITH SECTION 11-013-01 OF THE BOISE CITY DEVELOPMENT CODE IS REQUIRED. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED BY SP-01. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY SP-01.
2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
3. DIRECT LOT OR PARCEL ACCESS TO E. PARKCENTER BLVD. IS PROHIBITED.
4. THIS PLAT IS SUBJECT TO COMPLIANCE WITH IDAHO CODE 31-3805(1)(b) CONCERNING IRRIGATION WATER RIGHTS AND TRANSFER. THE CITY OF BOISE ORDINANCE REQUIRES CITY APPROVAL OF SURFACE WATER IRRIGATION SYSTEMS. SINCE THIS IS A GROUND WATER SOURCE, PRIVATE IRRIGATION SYSTEM, THE CITY OF BOISE HAS ISSUED A WAIVER OF ITS APPROVAL WITH THE ADVICE OF THE BOISE-KUNA IRRIGATION DISTRICT. LOTS WITHIN THIS SUBDIVISION WILL BE PROVIDED IRRIGATION WATER, AND WILL BE OBLIGATED TO PAY THE DEVELOPER OR THEIR SUCESSOR(S) FOR IRRIGATION WATER ASSESSMENT. SEE INSTRUMENT NO. 111031163, ADA COUNTY RECORDER'S OFFICE FOR THE "FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES".
5. THIS SUBDIVISION SHALL COMPLY WITH THE APPROVED PRELIMINARY PLAT FOR DALLAS HARRIS ESTATES TOWNHOMES NO. 3 (SUB16-00056) AS APPROVED BY BOISE CITY COUNCIL ON DECEMBER 15, 2016.
6. THE SIDEWALKS SHALL BE LOCATED OUTSIDE THE PUBLIC STREET RIGHT-OF-WAY IN A PERPETUAL AND NON-EXCLUSIVE PUBLIC PEDESTRIAN AND BICYCLE SIDEWALK EASEMENT, GRANTED TO THE CITY OF BOISE, AND PRESSURE IRRIGATION EASEMENT, GRANTED TO BARBER VALLEY IRRIGATION, INC. THE SIDEWALK IMPROVEMENTS SHALL BE MAINTAINED BY THE DALLAS HARRIS ESTATES HOMEOWNERS ASSOCIATION. THE PRESSURE IRRIGATION SYSTEM SHALL BE MAINTAINED BY BARBER VALLEY IRRIGATION, INC. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO SIDEWALK EASEMENTS IN FAVOR OF THE CITY OF BOISE FOR PUBLIC USE AND PRESSURE IRRIGATION EASEMENT PER EASEMENT DOCUMENT RECORDED ON SEPTEMBER 26, 2017 AS INSTRUMENT NO. 2017-090896, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
7. ALL LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT PUBLIC UTILITIES AND PRESSURE IRRIGATION EASEMENT AS DELINEATED AND REFERENCED TO THIS NOTE ON SHEETS 2 AND 3 OF THIS PLAT. THESE EASEMENTS ARE DIMENSIONED FROM THE BACK OF THE SIDEWALK, BUT EXTEND TO THE PUBLIC RIGHT-OF-WAY LINES. ALL LOT LINES COMMON TO A PUBLIC ALLEY RIGHT-OF-WAY LINE HAVE A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT.
8. ALL LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT TEN (10) FOOT WIDE BOISE CITY STREET LIGHT EASEMENT.
9. PLAT IS SUBJECT TO CONDITIONS AS DESCRIBED IN ACHD TEMPORARY LICENSE AGREEMENT, INSTRUMENT NO. 2017-117388, DATED DECEMBER 6, 2017.
10. STREETS LABELED AS "DEDICATED PUBLIC STREETS" WERE PREVIOUSLY DEDICATED PER DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5. RIGHT-OF-WAY LINES FOR E. PARKCENTER BOULEVARD HAVE BEEN MODIFIED BY QUITCLAIM DEED RECLAIMS/RING PUBLIC RIGHT-OF-WAY PER INSTRUMENT NO. 2017-031923, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
11. THIS SUBDIVISION IS SUBJECT TO A DECLARATION OF COMMON MAINTENANCE AGREEMENT RECORDED ON AUGUST 14, 2015 AS INSTRUMENT NO. 2015-074089, FIRST AMENDMENT TO DECLARATION RECORDED ON OCTOBER 20, 2015 AS INSTRUMENT NO. 2015-097004, SECOND AMENDMENT TO DECLARATION RECORDED ON JANUARY 8, 2016 AS INSTRUMENT NO. 2016-001208 AND FIRST AMENDED AND RESTATED DECLARATION RECORDED ON FEBRUARY 7, 2017 AS INSTRUMENT NO. 2017-011361, ALL OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND 5/8" IRON PIN, PLS 7015
- FOUND MAG. NAIL & STAMPED WASHER, PLS 7015
- SET 5/8"x 30" IRON PIN, PLS 7015
- SET COPPER PLUG, STAMPED PLS 7015
- CALCULATED POINT, NOT SET
- 7 LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- SURVEY TIE LINE
- OLD CENTER LINE & ROW LINE E. WARM SPRINGS AVE. (ST. HWY. 21)
- EXISTING RIGHT-OF-WAY LINE DALLAS HARRIS ESTATES SUBDIVISIONS NO. 12 & 14, DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5, RESOLUTIONS PER INST. NO. 2017-031920 AND 2017-031921, QUITCLAIM DEEDS INST. NO. 2017-031922 & 2017-031923 & WARRANTY DEED INST. NO. 2017-034643.
- BOUNDARY LINE-DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5

PROFESSIONAL LAND SURVEYOR LICENSE NO. 7015 STATE OF IDAHO PATRICK J SCHEFFLER

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

JOB NO. 16-331
SHEET 1 OF 5

IDAHO SURVEY GROUP, P.C.
1450 E. WATERTOWER ST.
SUITE 130
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 884-5989

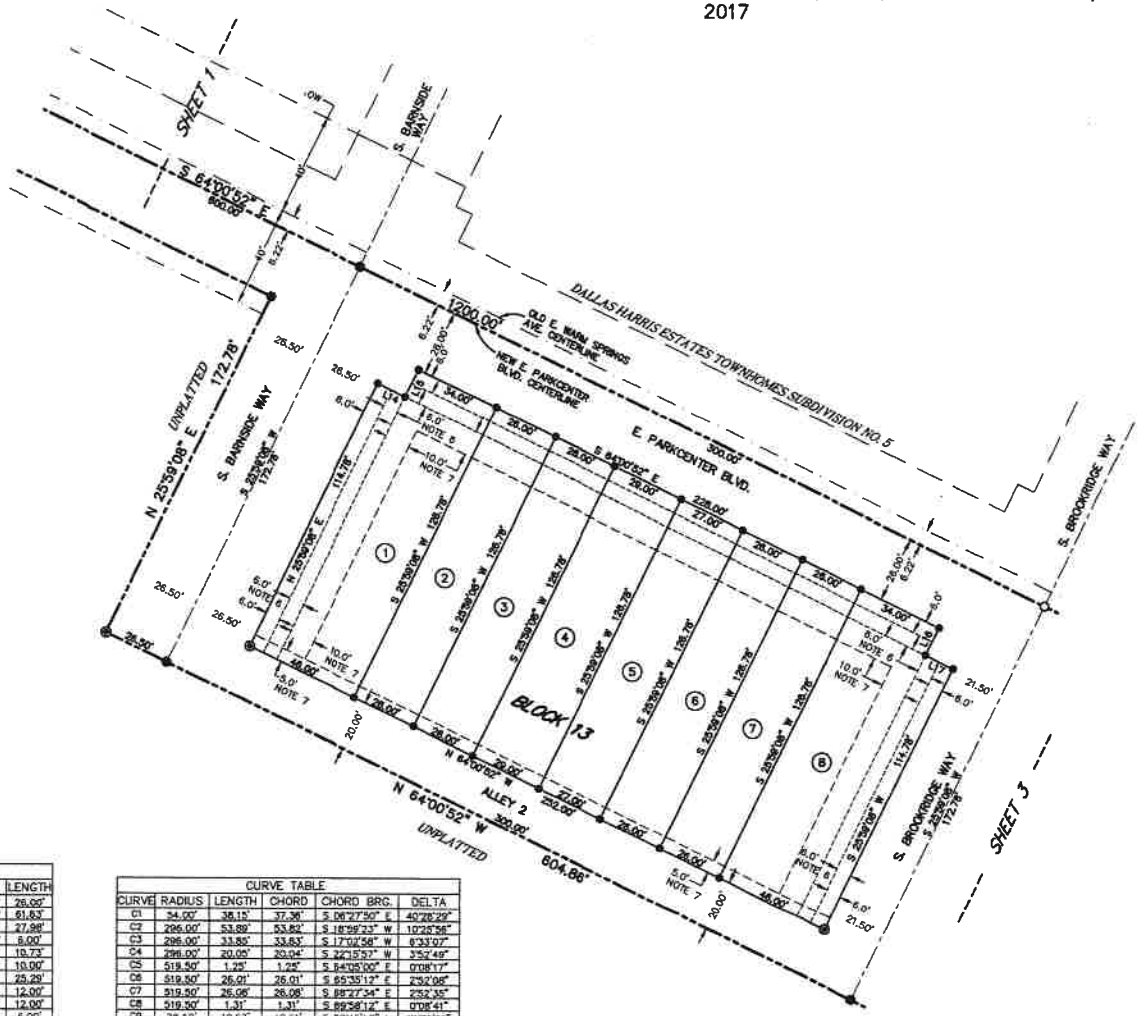
Bk. 112 pg 16452

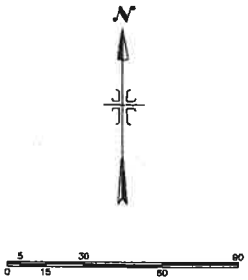
PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 6

A PORTION OF THE NW 1/4 OF SECTION 29, LOCATED WITHIN T.3N., R.3E., B.M. CITY OF BOISE, ADA COUNTY, IDAHO

2017





LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" IRON PIN, PLS 7015
- FOUND COPPER PLUG, STAMPED PLS 7015
- SET 1/2"x 24" IRON PIN, PLS 7015
- SET 5/8"x 30" IRON PIN, PLS 7015
- SET COPPER PLUG, STAMPED PLS 7015
- CALCULATED POINT, NOT SET
- (7) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SURVEY TIE LINE
- SIDEWALK EASEMENT LINE (SEE NOTE 6)
- PUBLIC UTILITIES & IRRIGATION EASEMENT LINE (SEE NOTE 7, SHT.1)
- OLD CENTER LINE & ROW LINE E. WARM SPRINGS AVE. (ST. HWY. 21)
- EXISTING RIGHT-OF-WAY LINE, DALLAS HARRIS ESTATES SUBDIVISIONS NO. 12 & 14 AND DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5
- BOUNDARY LINE-DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 25°59'08" W	26.00'
L2	N 64°00'52" W	61.83'
L3	S 13°46'25" W	27.98'
L4	N 75°37'23" W	6.00'
L5	S 35°39'27" W	10.73'
L6	S 75°37'23" E	10.00'
L7	S 13°46'25" W	25.29'
L8	S 64°00'52" E	12.00'
L9	N 25°59'08" E	12.00'
L10	S 32°47'45" W	6.00'
L11	S 58°30'06" E	1.06'
L12	S 58°30'06" E	8.94'
L13	N 32°47'45" E	5.99'
L14	S 64°00'52" E	12.00'
L15	N 25°59'08" E	12.00'
L16	S 25°59'08" W	12.00'
L17	S 64°00'52" E	12.00'
L18	S 70°04'33" E	17.64'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BRG.	DELTA
C1	34.00'	38.15'	37.36'	S 06°27'50" E	40°28'29"
C2	296.00'	53.89'	53.82'	S 18°09'23" W	10°26'56"
C3	296.00'	33.85'	33.83'	S 17°02'56" W	6°33'07"
C4	296.00'	20.05'	20.04'	S 22°15'57" W	3°52'49"
C5	519.50'	1.25'	1.25'	S 64°05'00" E	0°08'17"
C6	519.50'	25.01'	25.01'	S 65°35'12" E	2°52'06"
C7	519.50'	26.06'	26.06'	S 68°27'34" E	2°52'35"
C8	519.50'	1.31'	1.31'	S 69°58'12" E	0°08'41"
C9	28.00'	10.67'	10.61'	S 80°45'26" E	21°26'51"
C10	28.50'	3.73'	3.73'	N 84°45'23" E	7°30'28"
C11	7.50'	3.78'	3.75'	S 84°31'12" E	28°53'16"
C12	234.00'	22.34'	22.33'	S 87°18'28" E	5°28'14"
C13	234.00'	25.70'	25.68'	S 81°25'35" E	6°17'32"
C14	54.00'	23.15'	22.97'	S 38°58'57" E	24°33'45"
C15	531.50'	78.29'	78.21'	S 68°17'17" E	8°32'50"
C16	218.00'	58.45'	58.28'	S 64°57'46" E	15°21'47"
C17	38.00'	47.07'	44.12'	S 21°42'45" E	70°58'19"

PROFESSIONAL LAND SURVEYOR 7015 12/8/17 STATE OF IDAHO PATRICK J. SCHEFFLER

DEVELOPER:
BARBER VALLEY DEVELOPMENT INC.
BOISE, IDAHO

JOB NO 16-131
SHEET 2 OF 6

IDAHO SURVEY GROUP, P.C.
1450 E. WATERTOWER ST.
SUITE 130
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 884-5399

BK112 PG 16453

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 6

A PORTION OF THE NW 1/4 OF SECTION 29, LOCATED WITHIN T.3N., R.3E., B.M. CITY OF BOISE, ADA COUNTY, IDAHO

2017

SCALE: 1" = 30'

LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" IRON PIN, PLS 7015
- FOUND COPPER PLUG, STAMPED PLS 7015
- SET 1/2"x 24" IRON PIN, PLS 7015
- SET 5/8"x 30" IRON PIN, PLS 7015
- SET COPPER PLUG, STAMPED PLS 7015
- CALCULATED POINT, NOT SET
- (7) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SURVEY TIE LINE
- SIDEWALK EASEMENT LINE (SEE NOTE 6)
- PUBLIC UTILITIES & IRRIGATION EASEMENT LINE (SEE NOTE 7, SHT.1)
- OLD CENTER LINE & ROW LINE E. WARM SPRINGS AVE. (ST. HWY. 21)
- EXISTING RIGHT-OF-WAY LINE, DALLAS HARRIS ESTATES SUBDIVISIONS NO. 12 & 14 AND DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5
- BOUNDARY LINE-DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 25°59'08" W	26.00'
L2	N 64°00'52" W	61.63'
L3	S 13°46'25" W	27.98'
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L9	N 25°59'08" E	12.00'
L10	S 32°47'45" W	6.00'
L11	S 35°50'06" E	1.06'
L12	S 35°50'06" E	6.94'
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L14	S 64°00'52" E	12.00'
L15	N 25°59'08" E	12.00'
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L17	S 81°58'58" E	15.88'
L18	S 70°02'35" E	17.64'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BRG.	DELTA
C1	54.00'	38.15'	37.36'	S 06°27'50" E	40°28'28"
C2	295.00'	53.89'	53.82'	S 18°39'23" W	10°28'56"
C3	295.00'	33.85'	33.83'	S 17°92'38" W	6°33'07"
C4	295.00'	20.05'	20.04'	S 22°15'07" W	3°52'49"
C5	519.50'	1.25'	1.25'	S 64°05'00" E	0°06'17"
C6	519.50'	26.01'	26.01'	S 65°35'12" E	2°52'08"
C7	519.50'	26.06'	26.06'	S 68°27'34" E	2°52'35"
C8	519.50'	1.31'	1.31'	S 69°38'12" E	0°08'41"
C9	28.50'	10.67'	10.61'	S 80°45'58" E	21°26'51"
C10	28.50'	3.73'	3.73'	N 84°45'23" E	7°30'28"
C11	7.50'	3.79'	3.75'	S 84°31'12" E	29°57'18"
C12	234.00'	22.34'	22.33'	S 67°18'26" E	5°28'14"
C13	234.00'	25.70'	25.68'	S 61°25'33" E	6°17'32"
C14	54.00'	23.15'	22.97'	S 38°36'57" E	24°33'45"
C15	531.50'	79.29'	79.21'	S 68°17'17" E	8°32'50"
C16	210.00'	00.45'	00.45'	S 64°42'46" E	0°14'41"
C17	38.00'	47.07'	44.12'	S 21°42'45" E	70°56'19"

PROFESSIONAL LAND SURVEYOR 7015 STATE OF IDAHO PATRICK J. SCHEFFLER 8/22/2017

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

JOB NO. 16-331
SHEET 3 OF 6

IDAHO SURVEY GROUP, P.C.
1450 E. WATERTOWER ST.
SUITE 130
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 884-5399

BK 112 pg 16454

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 6

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 29, LOCATED WITHIN TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SAID SECTION 29 AND SECTIONS 19, 20 AND 30 OF SAID TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN FROM WHICH THE 1/4 CORNER COMMON TO SAID SECTIONS 20 AND 29 BEARS SOUTH 89°35'48" EAST, 2657.50 FEET; THENCE SOUTH 62°14'08" EAST, 1347.73 FEET TO THE INTERSECTION WITH THE CENTERLINE OF EAST PARKCENTER BOULEVARD BEING ALSO THE MOST SOUTHERLY CORNER OF DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5 AS SAME IS FILED IN BOOK 112 OF PLATS AT PAGES 16493 THROUGH 16499 OFFICIAL RECORDS OF ADA COUNTY, SAID POINT BEING THE REAL POINT OF BEGINNING;

THENCE SOUTH 25°59'08" WEST, 26.00 FEET TO THE INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF THAT CERTAIN PARCEL RECORDED AS WARRANTY DEED INSTRUMENT NO. 2017-034643, OFFICIAL RECORDS OF ADA COUNTY, IDAHO; THENCE ALONG SAID NORTHERLY BOUNDARY LINE NORTH 64°00'52" WEST, 81.63 FEET TO THE INTERSECTION WITH THE MOST NORTHERLY CORNER OF THAT PORTION OF SOUTH SHADYWOOD WAY AS DESCRIBED IN SAID WARRANTY DEED INSTRUMENT NO. 2017-034643; THENCE LEAVING SAID NORTHERLY BOUNDARY LINE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH SHADYWOOD WAY AND THE WESTERLY BOUNDARY LINE OF SAID WARRANTY DEED, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:
THENCE 38.15 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 40°28'29", AND A LONG CHORD WHICH BEARS SOUTH 06°27'50" EAST, A DISTANCE OF 37.36 FEET; THENCE SOUTH 13°46'25" WEST, 27.98 FEET; THENCE NORTH 75°37'23" WEST, 6.00 FEET; THENCE SOUTH 35°39'27" WEST, 10.73 FEET; THENCE SOUTH 75°37'23" EAST, 10.00 FEET; THENCE SOUTH 13°46'25" WEST, 25.29 FEET; THENCE 53.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 298.00 FEET, A CENTRAL ANGLE OF 10°21'56", AND A LONG CHORD WHICH BEARS SOUTH 18°59'23" WEST, A DISTANCE OF 53.82 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND SAID WESTERLY BOUNDARY LINE NORTH 64°00'52" WEST, 804.88 FEET; THENCE NORTH 25°59'08" EAST, 146.78 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID EAST PARKCENTER BOULEVARD, AS DESCRIBED IN QUITCLAIM DEED INSTRUMENT NO. 2017-013587, OFFICIAL RECORDS OF ADA COUNTY, IDAHO; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES
THENCE NORTH 64°00'52" WEST, 384.79 FEET; THENCE 36.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 497.50 FEET, A CENTRAL ANGLE OF 4°10'13", AND A LONG CHORD WHICH BEARS NORTH 66°05'58" WEST, A DISTANCE OF 36.20 FEET; THENCE 14.06 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 28.50 FEET, A CENTRAL ANGLE OF 28°16'13", AND A LONG CHORD WHICH BEARS NORTH 54°02'58" WEST, A DISTANCE OF 13.92 FEET;
THENCE 3.92 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 7.50 FEET, A CENTRAL ANGLE OF 29°56'57", AND A LONG CHORD WHICH BEARS NORTH 54°53'21" WEST, A DISTANCE OF 3.88 FEET; THENCE 11.97 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 148.00 FEET, A CENTRAL ANGLE OF 4°38'50", AND A LONG CHORD WHICH BEARS NORTH 73°12'44" WEST, A DISTANCE OF 11.97 FEET; THENCE NORTH 64°00'52" WEST, 123.16 FEET TO SOUTHEAST CORNER OF DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 4 AS SAME IS FILED IN BOOK 112 OF PLATS AT PAGES 16411 THROUGH 16413 OFFICIAL RECORDS OF ADA COUNTY; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 4 NORTH 25°59'08" EAST, 26.00 FEET TO THE NORTHEASTERLY CORNER THEREOF, BEING ALSO A POINT ON THE CENTERLINE OF EAST PARKCENTER BOULEVARD; THENCE ALONG SAID CENTERLINE SOUTH 64°00'52" EAST, 1,200.00 FEET TO THE REAL POINT OF BEGINNING.
CONTAINS AN AREA OF 2.71 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AND ALLEYS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING SUEZ WATER IDAHO, INC. MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND SUEZ WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

OWNERS:

IN WITNESS WHEREOF, THE GRANTORS HAVE CAUSED THIS INSTRUMENT TO BE SUBSCRIBED THIS 12 DAY OF December 2017.

BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION

DOUGLAS FOWLER PRESIDENT

FELICIA HARRIS BURKHALTER SECRETARY/TREASURER

ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.
COUNTY OF ADA }

ON THIS 12 DAY OF December, 2017, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DOUGLAS FOWLER, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT OR THE PERSON 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.

Anjanette Sabin
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Meridian, ID
MY COMMISSION EXPIRES: 10/30/2023

Anjanette Sabin
Notary Public
State of Idaho

ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.
COUNTY OF ADA }

ON THIS 12 DAY OF December, 2017, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED FELICIA HARRIS BURKHALTER, KNOWN OR IDENTIFIED TO ME TO BE THE SECRETARY/TREASURER OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT OR THE PERSON 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.

Anjanette Sabin
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Meridian ID
MY COMMISSION EXPIRES: 10/30/2023

Anjanette Sabin
Notary Public
State of Idaho

PROFESSIONAL LAND SURVEYOR
12/14/17
15
STATE OF IDAHO
PATRICK J. SCHEFFLER

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

JOB NO. 16-331
SHEET 4 OF 6

BK 112 PG 16455

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 6

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 10TH DAY OF October, 2017

ADA COUNTY HIGHWAY DISTRICT

BY: _____
PAUL WOODS, PRESIDENT
TRUSTEE OF EXISTING PUBLIC RIGHT OF WAY

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY ISSUANCE OF A CERTIFICATION OF DISAPPROVAL.

_____ 2018 5.3.17
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED BOISE CITY ENGINEER, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR THIS PLAT.

_____ 11/14/17
BOISE CITY ENGINEER

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 17TH DAY OF April, 2017, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

_____ Deputy City Clerk
CITY CLERK, BOISE, IDAHO

CERTIFICATE OF SURVEYOR

I, PATRICK J. SCHEFFLER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

_____
PATRICK J. SCHEFFLER, P.L.S. IDAHO NO. 7015

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

Jerry L. Hastings
COUNTY SURVEYOR
PLS 5357 12-28-2017

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

1-2-2018
DATE

_____
COUNTY TREASURER
Signed by
Deputy Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } S.S.
COUNTY OF ADA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BARBER VALLEY DEVELOPMENT, INC. AT 7 MINUTES PAST 3 O'CLOCK P.M. ON THIS 2 DAY OF January, 2018 IN BOOK 112 OF PLATS AT PAGES 16450 - 16456.

INSTRUMENT NO. 2017-000318

_____
DEPUTY

Christopher D Rich
EX-OFFICIO RECORDER

3.00
FEE

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

JOB NO. 16-331
SHEET 5 OF 6

Bk. 112 pg 16456

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 6

ACKNOWLEDGEMENT–ADA COUNTY HIGHWAY DISTRICT

STATE OF IDAHO)
)S.S.
COUNTY OF ADA)

ON THIS 18th DAY OF October, 2017, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED, PAUL WOODS, KNOWN TO ME TO BE THE PRESIDENT OF THE ADA COUNTY HIGHWAY DISTRICT, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID DISTRICT, AND ACKNOWLEDGED TO ME THAT THE ADA COUNTY HIGHWAY DISTRICT EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

VALERIE FOLLETT
NOTARY PUBLIC
STATE OF IDAHO

Valerie Follett
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise Idaho
MY COMMISSION EXPIRES: April 20, 2018

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

JOB NO. 16–331
SHEET 6 OF 6

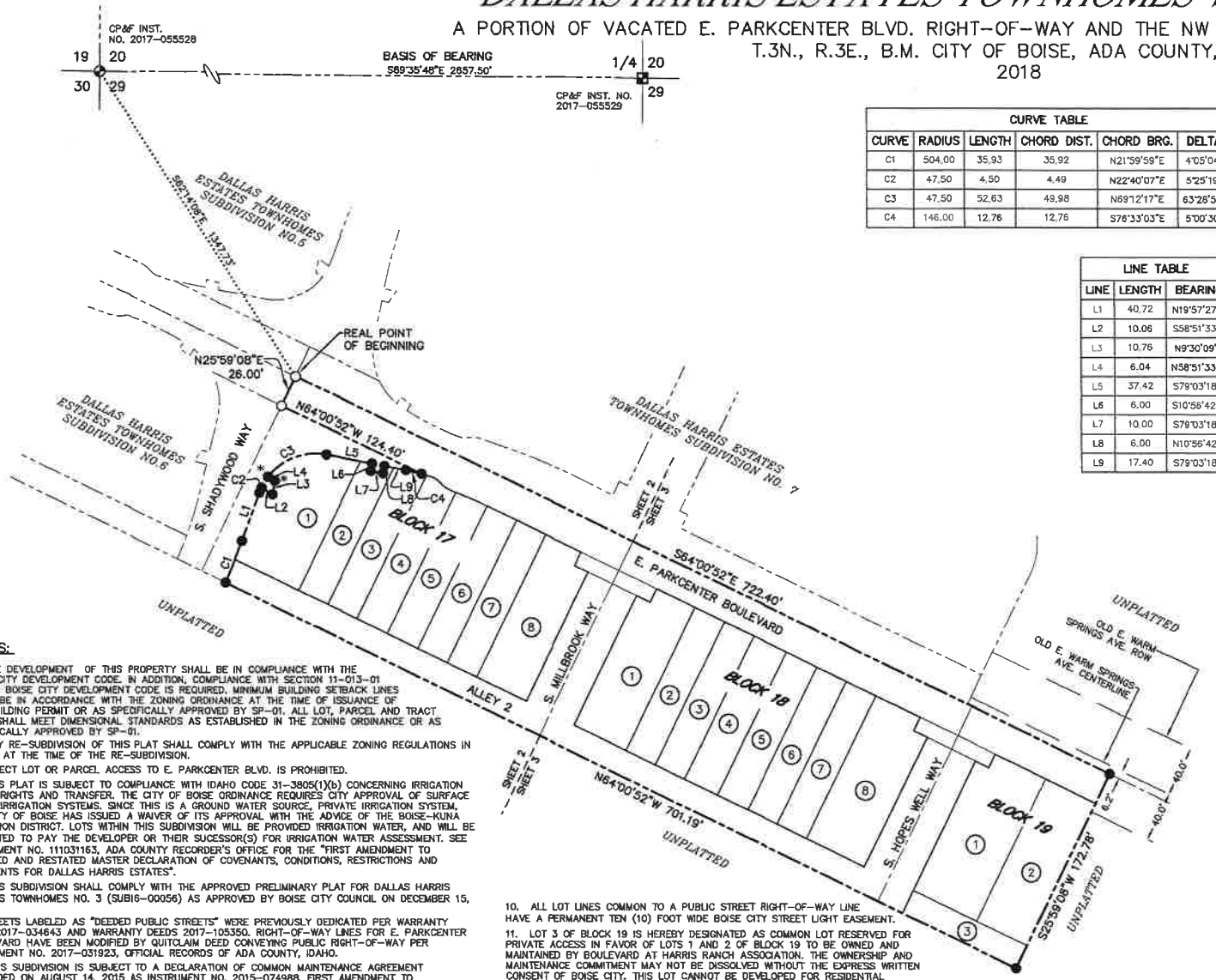
Bk 114 Pg 16..7

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 8

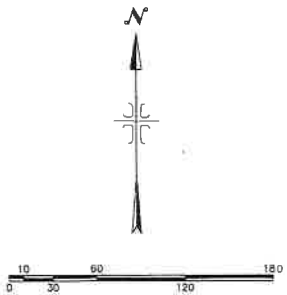
A PORTION OF VACATED E. PARKCENTER BLVD. RIGHT-OF-WAY AND THE NW 1/4 OF SECTION 29, LOCATED WITHIN T.3N., R.3E., B.M. CITY OF BOISE, ADA COUNTY, IDAHO

2018



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	504.00	35.93	35.92	N21°59'59"E	4°05'04"
C2	47.50	4.50	4.49	N22°40'07"E	5°25'19"
C3	47.50	52.63	49.98	N69°12'17"E	63°28'50"
C4	146.00	12.76	12.76	S76°33'03"E	5°00'30"

LINE TABLE		
LINE	LENGTH	BEARING
L1	40.72	N19°57'27"E
L2	10.06	S58°51'33"E
L3	10.76	N9°30'09"E
L4	6.04	N58°51'33"W
L5	37.42	S79°03'18"E
L6	6.00	S10°56'42"W
L7	10.00	S79°03'18"E
L8	6.00	N10°56'42"E
L9	17.40	S79°03'18"E



SCALE: 1" = 60'

LEGEND

- FOUND 5/8" IRON PIN, PLS 7015
- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- SET 1/2 IRON PIN WITH CAP
- SET 5/8" IRON PIN WITH CAP
- (7) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- SURVEY TIE LINE
- OLD CENTER LINE & ROW LINE E. WARM SPRINGS AVE. (ST. HWY. 21)
- EXISTING RIGHT-OF-WAY LINE, DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5, 6, 7, WARRANTY DEED INST. NO. 2017-034643, AND WARRANTY DEED INST. NO. 2017-105350.

NOTES:

1. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY DEVELOPMENT CODE. IN ADDITION, COMPLIANCE WITH SECTION 11-013-01 OF THE BOISE CITY DEVELOPMENT CODE IS REQUIRED. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED BY SP-01, ALL LOT, PARCEL AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY SP-01.
2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
3. DIRECT LOT OR PARCEL ACCESS TO E. PARKCENTER BLVD. IS PROHIBITED.
4. THIS PLAT IS SUBJECT TO COMPLIANCE WITH IDAHO CODE 31-3805(1)(b) CONCERNING IRRIGATION WATER RIGHTS AND TRANSFER. THE CITY OF BOISE ORDINANCE REQUIRES CITY APPROVAL OF SURFACE WATER IRRIGATION SYSTEMS. SINCE THIS IS A GROUND WATER SOURCE, PRIVATE IRRIGATION SYSTEM, THE CITY OF BOISE HAS ISSUED A WAIVER OF ITS APPROVAL WITH THE ADVICE OF THE BOISE-KUNA IRRIGATION DISTRICT. LOTS WITHIN THIS SUBDIVISION WILL BE PROVIDED IRRIGATION WATER, AND WILL BE OBLIGATED TO PAY THE DEVELOPER OR THEIR SUCESSOR(S) FOR IRRIGATION WATER ASSESSMENT. SEE INSTRUMENT NO. 111031163, ADA COUNTY RECORDER'S OFFICE FOR THE "FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES".
5. THIS SUBDIVISION SHALL COMPLY WITH THE APPROVED PRELIMINARY PLAT FOR DALLAS HARRIS ESTATES TOWNHOMES NO. 3 (SUB16-00056) AS APPROVED BY BOISE CITY COUNCIL ON DECEMBER 15, 2016.
6. STREETS LABELED AS "DEEDED PUBLIC STREETS" WERE PREVIOUSLY DEDICATED PER WARRANTY DEED 2017-034643 AND WARRANTY DEEDS 2017-105350. RIGHT-OF-WAY LINES FOR E. PARKCENTER BOULEVARD HAVE BEEN MODIFIED BY QUITCLAIM DEED CONVEYING PUBLIC RIGHT-OF-WAY PER INSTRUMENT NO. 2017-031923, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
7. THIS SUBDIVISION IS SUBJECT TO A DECLARATION OF COMMON MAINTENANCE AGREEMENT RECORDED ON AUGUST 14, 2015 AS INSTRUMENT NO. 2015-074988, FIRST AMENDMENT TO DECLARATION RECORDED ON OCTOBER 20, 2015 AS INSTRUMENT NO. 2015-097004, SECOND AMENDMENT TO DECLARATION RECORDED ON JANUARY 5, 2016 AS INSTRUMENT NO. 2016-001208 AND FIRST AMENDED, RESTATED DECLARATION RECORDED ON FEBRUARY 7, 2017 AS INSTRUMENT NO. 2017-011581, RECORDS OF ADA COUNTY, IDAHO, AND THE FIRST AMENDED AND RESTATED DECLARATION OF COMMON MAINTENANCE AGREEMENT FOR THE BOULEVARD AT HARRIS RANCH, INSTRUMENT NO. 2018-014526, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
8. THE SIDEWALKS SHALL BE LOCATED OUTSIDE THE PUBLIC STREET RIGHT-OF-WAY IN A PERPETUAL AND NON-EXCLUSIVE PUBLIC PEDESTRIAN AND BICYCLE SIDEWALK EASEMENT, GRANTED TO THE CITY OF BOISE, AND PRESSURE IRRIGATION EASEMENT, GRANTED TO BARBER VALLEY IRRIGATION, INC. THE SIDEWALK IMPROVEMENTS SHALL BE MAINTAINED BY THE HARRIS RANCH MASTER OWNERS ASSOCIATION. THE PRESSURE IRRIGATION SYSTEM SHALL BE MAINTAINED BY BARBER VALLEY IRRIGATION, INC. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO SIDEWALK EASEMENTS IN FAVOR OF THE CITY OF BOISE FOR PUBLIC USE AND PRESSURE IRRIGATION EASEMENT PER EASEMENT DOCUMENT RECORDED ON JUNE 08, 2018 AS INSTRUMENT NO. 2018-052836, RECORDS OF ADA COUNTY, IDAHO.
9. ALL LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT PUBLIC UTILITIES AND PRESSURE IRRIGATION EASEMENT AS DELINEATED AND REFERENCED TO THIS NOTE ON SHEETS 2 AND 3 OF THIS PLAT. THESE EASEMENTS ARE DIMENSIONED FROM THE BACK OF THE SIDEWALK, BUT EXTEND TO THE PUBLIC RIGHT-OF-WAY LINES. ALL LOT LINES COMMON TO A PUBLIC ALLEY RIGHT-OF-WAY LINE AND COMMON LOT 3 OF BLOCK 19 HAVE A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT.
10. ALL LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT TEN (10) FOOT WIDE BOISE CITY STREET LIGHT EASEMENT.
11. LOT 3 OF BLOCK 19 IS HEREBY DESIGNATED AS COMMON LOT RESERVED FOR PRIVATE ACCESS IN FAVOR OF LOTS 1 AND 2 OF BLOCK 19 TO BE OWNED AND MAINTAINED BY BOULEVARD AT HARRIS RANCH ASSOCIATION. THE OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF BOISE CITY. THIS LOT CANNOT BE DEVELOPED FOR RESIDENTIAL PURPOSES IN THE FUTURE. AN EASEMENT FOR PUBLIC UTILITIES AND PRIVATE STORM DRAINAGE IS HEREBY RESERVED CO-SITUATED WITH SAID LOT.
12. THIS SUBDIVISION IS SUBJECT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES, DATED OCTOBER 7, 2010, AND RECORDED ON OCTOBER 8, 2010 AS INSTRUMENT NO. 110094904 (AS SUBSEQUENTLY AMENDED) AND THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE BOULEVARD: DECLARATION OF COMMON MAINTENANCE AGREEMENT FOR THE BOULEVARD AT HARRIS RANCH, DATED AUGUST 14, 2015, AS INSTRUMENT NO. 2015-074988 (AS AMENDED).
13. PLAT IS SUBJECT TO CONDITIONS AS DESCRIBED IN ACHD TEMPORARY LICENSE AGREEMENT, DATED MAY 29, 2018, INSTRUMENT NO. 2018-049302, RECORDS OF ADA COUNTY, IDAHO.
14. A LETTER OF COMPLIANCE MUST BE OBTAINED FROM THE BOISE CITY FIRE DEPARTMENT UPON COMPLETION OF BOISE CITY FIRE DEPARTMENT REQUIREMENTS. NO BUILDING PERMITS SHALL BE ISSUED ON ANY LOT IN THIS SUBDIVISION UNTIL THE PROVISIONS OF RECORDED INSTRUMENT NO. 2018-061689 HAVE BEEN FULFILLED AS DETERMINED BY THE CITY OF BOISE.*
15. PORTIONS OF THE SUBDIVISION ARE LOCATED WITHIN THE FEMA DETERMINED SPECIAL FLOOD HAZARD ZONE "A" PER FIRM PANEL NO. 16001C0284 H, EFFECTIVE FEBRUARY 19, 2003. FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA AND ALL LAND WITHIN A FLOODPLAIN IS REGULATED BY CHAPTER 11-08 OF THE BOISE CITY CODE.

MONUMENT CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS BEING RECORDED UNDER THE PROVISIONS OF IDAHO CODE 50-1331 THROUGH 50-1333 AND THAT ALL INTERIOR MONUMENTS WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAT.

PROFESSIONAL LAND SURVEYOR LICENSED 11779 8/31/18 STATE OF IDAHO CODY M. McCAMMON

* 2019047066
The indicated lot corner monuments are changed to reflect setting a 1" magnetically detectible copper plug stamped PLS 11779 in concrete surface

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

JOB NO. 17-283
SHEET 1 OF 5

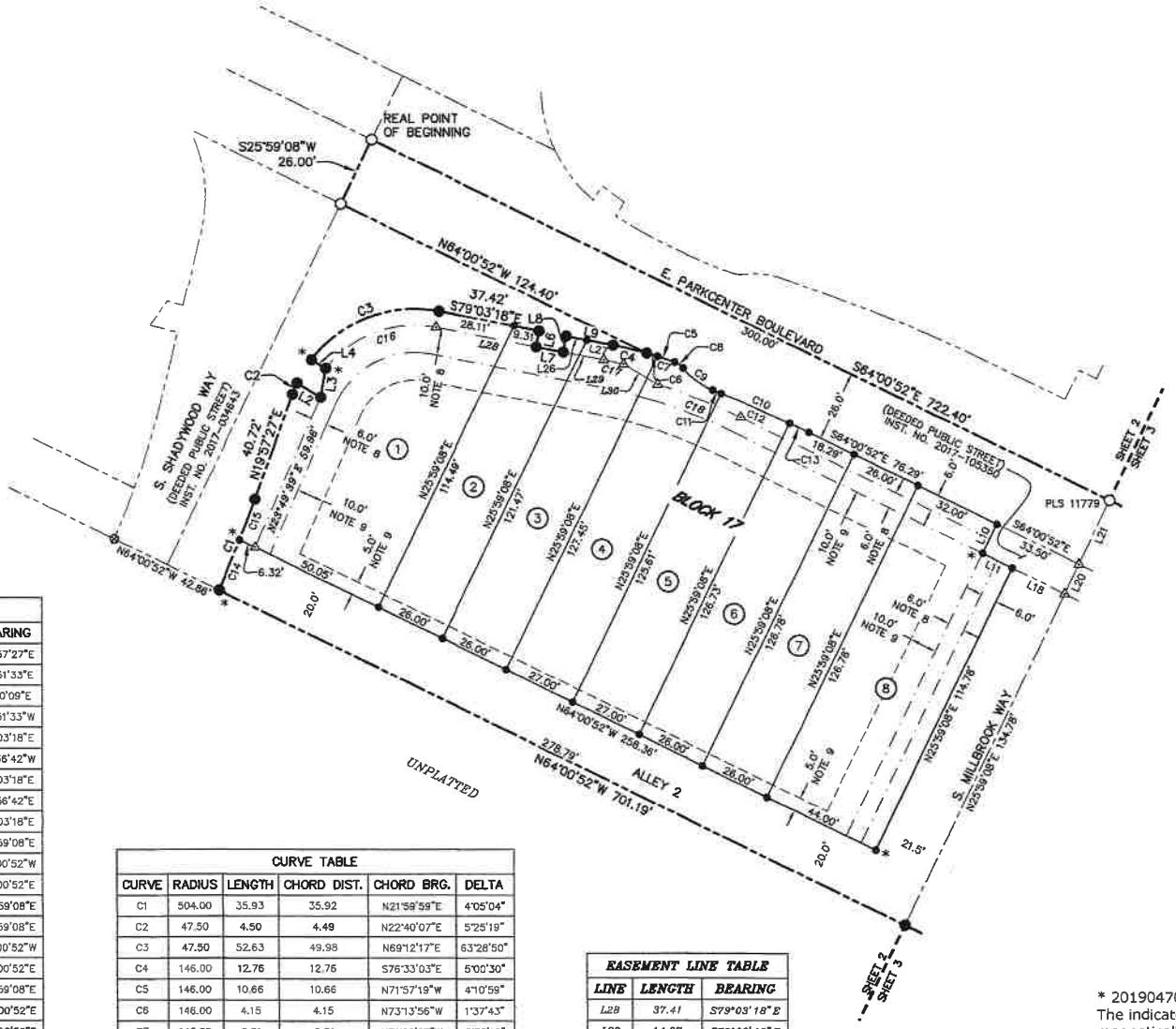
IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
PH. (208) 846-8570
FAX (208) 884-5399

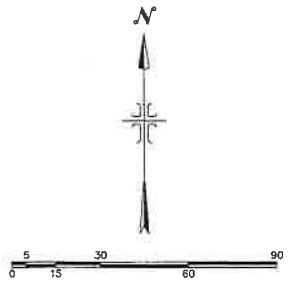
S:\ISG Projects\Harris Ranch-Townhome Plat\8-South 18 Lots 17-283\dwg\Plat\DHE TH 8 Plat.dwg 8/31/2018 7:39:58 AM

BK 114 Pg. 000

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 8





SCALE: 1" = 30'

LEGEND

○	FOUND 5/8" IRON PIN, PLS 7015, UNLESS OTHERWISE NOTED
✿	FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 7015
•	SET 1/2 IRON PIN WITH CAP
●	SET 5/8" IRON PIN WITH CAP
△	CALCULATED POINT
(7)	LOT NO.
	SUBDIVISION BOUNDARY LINE
	LOT LINE
	CENTERLINE
	RIGHT-OF-WAY LINE
	OLD CENTER LINE & ROW LINE E. WARM SPRINGS AVE. (ST. HWY. 21)
	EXISTING RIGHT-OF-WAY LINE, DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5, 6, 7, WARRANTY DEED INST. NO. 2017-034643, AND WARRANTY DEED INST. NO. 2017-105350.
	PUBLIC SIDEWALK EASEMENT (SEE NOTE 8)
	PUBLIC UTILITY AND IRRIGATION EASEMENT (SEE NOTE 9)
NXX°XX'XX"E X.XX'	EASEMENT DIMENSION

SEE SHEET 1 FOR NOTES

LINE TABLE		
LINE	LENGTH	BEARING
L1	40.72	N19°57'27"E
L2	10.06	S58°51'33"E
L3	10.76	N9°30'09"E
L4	6.04	N58°51'33"W
L5	37.42	S79°03'18"E
L6	6.00	S10°56'42"W
L7	10.00	S79°03'18"E
L8	6.00	N10°56'42"E
L9	17.40	S79°03'18"E
L10	12.00	N25°59'08"E
L11	12.00	N64°00'52"W
L12	12.00	S64°00'52"E
L13	12.00	N25°59'08"E
L14	12.00	N25°59'08"E
L15	12.00	N64°00'52"W
L16	12.00	S64°00'52"E
L17	12.00	N25°59'08"E
L18	21.50	S64°00'52"E
L19	21.50	S64°00'52"E
L20	12.00	N25°59'08"E
L21	28.00	N25°59'08"E
L22	21.50	S64°00'52"E
L23	21.50	S64°00'52"E
L24	12.00	S25°59'08"W
~~L25~~	~~28.00~~	~~S25°59'08"W~~
L26	7.62	S79°03'18"E
L27	9.78	S79°03'18"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	504.00	35.93	35.92	N21°59'59"E	4°05'04"
C2	47.50	4.50	4.49	N22°40'07"E	5°25'19"
C3	47.50	52.63	49.98	N69°12'17"E	63°28'50"
C4	146.00	12.76	12.75	S76°33'03"E	5°00'30"
C5	146.00	10.66	10.66	N71°57'19"W	4°10'59"
C6	146.00	4.15	4.15	N73°13'56"W	1°37'43"
C7	146.00	6.51	6.51	N71°08'27"W	2°33'16"
C8	7.50	3.85	3.81	N55°10'07"W	29°23'24"
C9	28.50	13.82	13.68	S54°21'50"E	27°46'51"
C10	514.00	38.04	38.03	N66°08'03"W	4°14'24"
C11	514.00	3.30	3.30	N68°04'13"W	0°22'04"
C12	514.00	27.03	27.02	N66°22'48"W	3°00'45"
~~C13~~	~~514.00~~	~~7.71~~	~~7.71~~	~~N64°26'39"W~~	~~0°51'34"~~
C14	504.00	20.03	20.03	N22°54'12"E	2°16'38"
C15	504.00	15.90	15.90	N20°51'40"E	1°48'27"

EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L28	37.41	S79°03'18"E
L29	14.97	S79°03'18"E
L30	14.65	S69°14'30"E

EASEMENT CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
~~C16~~	~~41.62~~	~~46.99~~	~~43.10~~	~~S88°40'47"E~~	~~82°02'28"~~
C17	210.00	7.46	7.46	N78°02'16"W	2°02'04"
C18	206.00	32.80	32.77	N68°34'34"W	9°07'25"

* 2019047066
The indicated lot corner monuments are changed to reflect setting a 1" magnetically detectible copper plug stamped PLS 11779 in concrete surface

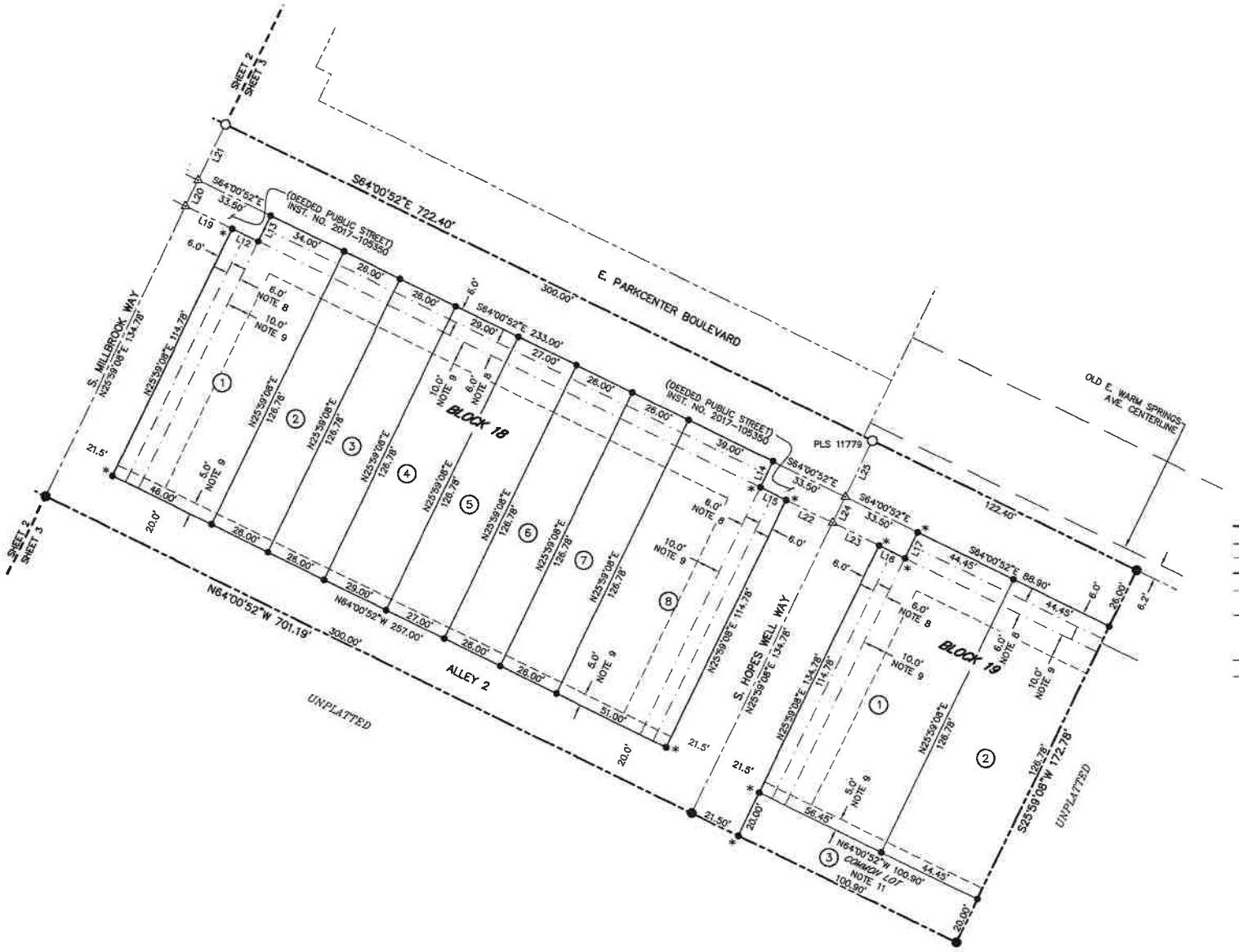
DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
PH. (208) 846-8570
FAX (208) 884-5399

JOB NO. 17-283
SHEET 2 OF 5

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 8



LEGEND

- SET 1/2 IRON PIN WITH CAP
- SET 5/8" IRON PIN WITH CAP
- CALCULATED POINT
- (7) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- OLD CENTER LINE & ROW LINE E. WARM SPRINGS AVE. (ST. HWY. 21)
- EXISTING RIGHT-OF-WAY LINE, DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5, 6, 7, WARRANTY DEED INST. NO. 2017-034643, AND WARRANTY DEED INST. NO. 2017-105350.
- SIDEWALK EASEMENT (SEE NOTE 8)
- PUBLIC UTILITY AND IRRIGATION EASEMENT (SEE NOTE 9)

SEE SHEET 1 FOR NOTES
SEE SHEET 2 FOR CURVE AND LINE TABLES

PROFESSIONAL LAND SURVEYOR LICENSED 11779 6/31/18 STATE OF IDAHO CODY M. McCAMMON

* 2019047066
The indicated lot corner monuments are changed to reflect setting a 1" magnetically detectible copper plug stamped PLS 11779 in concrete surface

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
PH. (208) 846-8570
FAX (208) 884-5399

JOB NO. 17-283
SHEET 3 OF 5

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO.8

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 29, LOCATED WITHIN TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SAID SECTION 29 AND SECTIONS 19, 20 AND 30 OF SAID TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN FROM WHICH THE 1/4 CORNER COMMON TO SAID SECTIONS 20 AND 29 BEARS SOUTH 89°35'48" EAST, 2657.50 FEET; THENCE SOUTH 62°14'08" EAST, 1,347.73 FEET TO THE INTERSECTION WITH THE CENTERLINE OF EAST PARKCENTER BOULEVARD BEING ALSO THE MOST SOUTHERLY CORNER OF DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5 AS SAME IS FILED IN BOOK 112 OF PLATS AT PAGES 16443 THROUGH 16447, OFFICIAL RECORDS OF ADA COUNTY, SAID POINT BEING THE REAL POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE SOUTH 64°00'52" EAST, 722.40 FEET;
THENCE SOUTH 25°59'08" WEST, 172.78 FEET;
THENCE NORTH 64°00'52" WEST, 701.19 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY CORNER OF THAT PORTION OF SOUTH SHADYWOOD WAY AS DESCRIBED IN SAID WARRANTY DEED INSTRUMENT NO. 2017-034643, OFFICIAL RECORDS OF ADA COUNTY, IDAHO;
THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH SHADYWOOD WAY AND THE EASTERLY BOUNDARY LINE OF SAID WARRANTY DEED FOR THE FOLLOWING 13 COURSES AND DISTANCES:
THENCE 35.93 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 504.00 FEET, A CENTRAL ANGLE OF 04°05'04" AND A LONG CHORD OF 35.92 FEET WHICH BEARS NORTH 21°59'59" EAST;
THENCE NORTH 19°57'27" EAST, 40.72 FEET;
THENCE 4.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 05°25'19" AND A LONG CHORD OF 4.49 FEET WHICH BEARS NORTH 22°40'07" EAST;
THENCE SOUTH 58°51'33" EAST, 10.06 FEET;
THENCE NORTH 09°30'09" EAST, 10.76 FEET;
THENCE NORTH 58°51'33" WEST, 6.04 FEET;
THENCE 52.63 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 63°28'50" AND A LONG CHORD OF 49.98 FEET WHICH BEARS NORTH 69°12'17" EAST;
THENCE SOUTH 79°03'18" EAST, 37.42 FEET;
THENCE SOUTH 10°56'42" WEST, 6.00 FEET;
THENCE SOUTH 79°03'18" EAST, 10.00 FEET;
THENCE NORTH 10°56'42" EAST, 6.00 FEET;
THENCE SOUTH 79°03'18" EAST, 17.40 FEET;
THENCE 12.76 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 146.00 FEET, A CENTRAL ANGLE OF 05°00'30" AND A LONG CHORD OF 12.76 FEET WHICH BEARS SOUTH 76°33'03" EAST TO THE INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF THAT CERTAIN PARCEL RECORDED AS WARRANTY DEED INSTRUMENT NO. 2017-034643, OFFICIAL RECORDS OF ADA COUNTY, IDAHO;
THENCE ALONG SAID NORTHERLY BOUNDARY LINE NORTH 64°00'52" WEST, 124.40 FEET;
THENCE LEAVING SAID NORTHERLY BOUNDARY LINE NORTH 25°59'08" EAST, 26.00 FEET;
TO THE REAL POINT OF BEGINNING. CONTAINING 2.77 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AND ALLEYS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING SUEZ WATER IDAHO, INC. MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND SUEZ WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

OWNERS:

IN WITNESS WHEREOF, THE GRANTORS HAVE CAUSED THIS INSTRUMENT TO BE SUBSCRIBED THIS 14th DAY OF MARCH, 2018.

BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION

DOUGLAS FOWLER ...PRESIDENT

FELICIA HARRIS BURKHALTER SECRETARY/TREASURER

ACKNOWLEDGEMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS 14th DAY OF March, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DOUGLAS FOWLER, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH PERSON EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Meridian, ID
MY COMMISSION EXPIRES: 10/30/2023

Anjanette Sabin
Notary Public
State of Idaho

ACKNOWLEDGEMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS 14th DAY OF March, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED FELICIA HARRIS BURKHALTER, KNOWN OR IDENTIFIED TO ME TO BE THE SECRETARY/TREASURER OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH PERSON EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Meridian, ID
MY COMMISSION EXPIRES: 10/30/2023

Anjanette Sabin
Notary Public
State of Idaho

PROFESSIONAL LAND SURVEYOR LICENSE 11779 STATE OF IDAHO CODY M. McCAMMON 3/14/18

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

IDAHO SURVEY GROUP, LLC
1450 E. WATERTOWER ST. SUITE 130
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 884-5399

I:\ISG Projects\Harris Ranch-Townhome Plat#8-South 18 Lots 17-283\dwg\Plat\DHE TH 8 Plat.dwg 3/14/2018 11:30:34 AM

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 8

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 13th DAY OF June, 2018

ADA COUNTY HIGHWAY DISTRICT

BY: _____
PRESIDENT
TRUSTEE OF EXISTING PUBLIC RIGHT OF WAY

ACKNOWLEDGEMENT

STATE OF IDAHO)
)S.S.
COUNTY OF ADA)

ON THIS 13th DAY OF June 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED Sara Baker, KNOWN TO ME TO BE THE PRESIDENT OF THE ADA COUNTY HIGHWAY DISTRICT, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID DISTRICT, AND ACKNOWLEDGED TO ME THAT THE ADA COUNTY HIGHWAY DISTRICT EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

BREANN SHEARER
NOTARY PUBLIC
STATE OF IDAHO

Breann Shearer
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise, ID
MY COMMISSION EXPIRES: July 19, 2019

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY ISSUANCE OF A CERTIFICATION OF DISAPPROVAL.

EEHS 3.21.18
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED BOISE CITY ENGINEER, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR THIS PLAT.

8/14/2018
BOISE CITY ENGINEER
P-11185

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 12th DAY OF December, 2017, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK, BOISE, IDAHO (Chief Deputy)

CERTIFICATE OF SURVEYOR

I, CODY M. McCAMMON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

PROFESSIONAL LAND SURVEYOR 11779 3/14/18 STATE OF IDAHO CODY M. McCAMMON

CODY M. McCAMMON, P.L.S. IDAHO NO. 11779

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

ADA COUNTY SURVEYOR

Jerry L. Hastings
COUNTY SURVEYOR
PLS 5359
8-31-2018

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

9-04-2018
DATE

ADA COUNTY TREASURER

Elizabeth A. Mahan by deputy treasurer Kathleen Weber
COUNTY TREASURER

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BARBER VALLEY DEVELOPMENT, INC. AT 52 MINUTES PAST 4 O'CLOCK P M., ON THIS 4th DAY OF September, 2018 IN BOOK 114 OF PLATS AT PAGES 16994-17003

INSTRUMENT NO. 2018-083943

DEPUTY

EX-OFFICIO RECORDER

$26.-
FEE

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

JOB NO. 17-283
SHEET 5 OF 5

IDAHO SURVEY GROUP, LLC
1450 E. WATERTOWER ST.
SUITE 130
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 884-5399

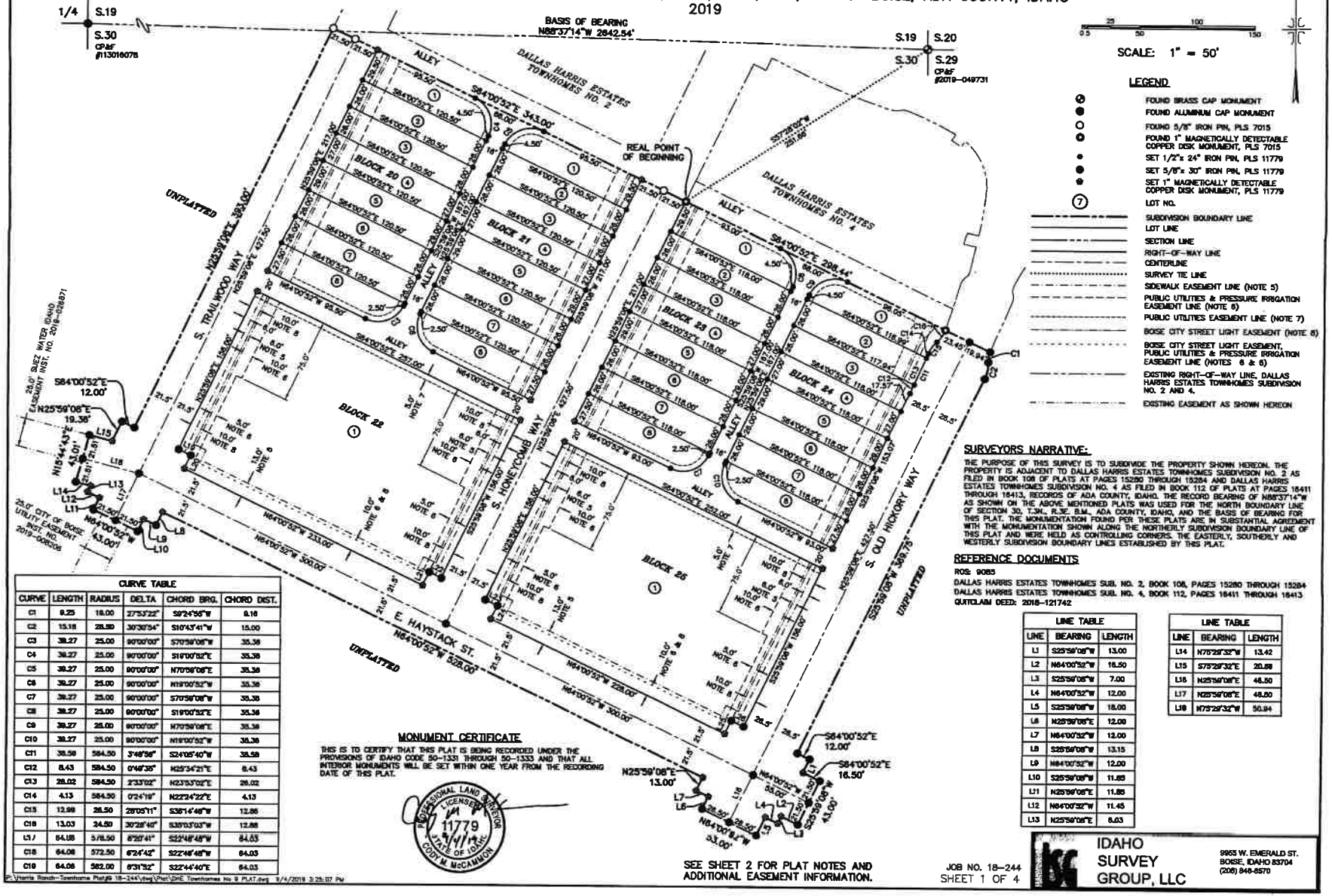
J:\ISG Projects\Harris Ranch-Townhome Plats\8-South 18 Lots 17-283\dwg\Plat\DHE TH 8 Plat.dwg 3/14/2018 11:34:13 AM

BK 116 Page 17678

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9

PORTIONS OF THE SE 1/4 OF THE SE 1/4 OF SECTION 19, THE NW 1/4 OF THE NW 1/4 OF SECTION 29 AND GOVERNMENT LOT 9 OF SECTION 30, T.3N., R.3E., B.M., CITY OF BOISE, ADA COUNTY, IDAHO
2019



SCALE: 1" = 50'

LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" IRON PIN, PLS 7015
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 7015
- SET 1/2"x 24" IRON PIN, PLS 11779
- SET 5/8"x 30" IRON PIN, PLS 11779
- SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- (7) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SURVEY TIE LINE
- SIDEWALK EASEMENT LINE (NOTE 5)
- PUBLIC UTILITIES & PRESSURE IRRIGATION EASEMENT LINE (NOTE 6)
- PUBLIC UTILITIES EASEMENT LINE (NOTE 7)
- BOISE CITY STREET LIGHT EASEMENT (NOTE 8)
- BOISE CITY STREET LIGHT EASEMENT, PUBLIC UTILITIES & PRESSURE IRRIGATION EASEMENT LINE (NOTES 6 & 8)
- EXISTING RIGHT-OF-WAY LINE, DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2 AND 4.
- EXISTING EASEMENT AS SHOWN HEREON

SURVEYORS NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PROPERTY SHOWN HEREON. THE PROPERTY IS ADJACENT TO DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2 AS FILED IN BOOK 108 OF PLATS AT PAGES 15280 THROUGH 15284 AND DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 4 AS FILED IN BOOK 112 OF PLATS AT PAGES 16411 THROUGH 16413, RECORDS OF ADA COUNTY, IDAHO. THE RECORD BEARING OF N88°37'14"W AS SHOWN ON THE ABOVE MENTIONED PLATS WAS USED FOR THE NORTH BOUNDARY LINE OF SECTION 30, T.3N., R.3E. B.M., ADA COUNTY, IDAHO, AND THE BASIS OF BEARING FOR THIS PLAT. THE MONUMENTATION FOUND PER THESE PLATS ARE IN SUBSTANTIAL AGREEMENT WITH THE MONUMENTATION SHOWN ALONG THE NORTHERLY SUBDIVISION BOUNDARY LINE OF THIS PLAT AND WERE HELD AS CONTROLLING CORNERS. THE EASTERLY, SOUTHERLY AND WESTERLY SUBDIVISION BOUNDARY LINES ESTABLISHED BY THIS PLAT.

REFERENCE DOCUMENTS

ROS: 9085
DALLAS HARRIS ESTATES TOWNHOMES SUB. NO. 2, BOOK 108, PAGES 15280 THROUGH 15284
DALLAS HARRIS ESTATES TOWNHOMES SUBL NO. 4, BOOK 112, PAGES 16411 THROUGH 16413
QUITCLAIM DEED: 2018-121742

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	9.25	18.00	27°53'22"	S9°24'56"W	9.16
C2	15.18	28.50	30°30'54"	S10°43'41"W	15.00
C3	39.27	25.00	90°00'00"	S70°56'08"W	35.36
C4	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C5	39.27	25.00	90°00'00"	N70°56'08"E	35.36
C6	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C7	39.27	25.00	90°00'00"	S70°56'08"W	35.36
C8	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C9	39.27	25.00	90°00'00"	N70°56'08"E	35.36
C10	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C11	38.58	584.50	3°46'56"	S24°05'40"W	38.58
C12	8.43	584.50	0°49'35"	N25°34'21"E	8.43
C13	28.02	584.50	2°33'02"	N23°53'02"E	28.02
C14	4.13	584.50	0°24'19"	N22°24'22"E	4.13
C15	12.99	26.50	28°05'11"	S38°14'48"W	12.86
C16	13.03	24.50	30°28'40"	S30°03'03"W	12.88
C17	84.08	578.50	8°20'41"	S22°48'48"W	84.03
C18	84.08	572.50	8°24'42"	S22°48'48"W	84.03
C19	84.08	582.00	8°31'32"	S22°44'40"E	84.03

LINE TABLE		
LINE	BEARING	LENGTH
L1	S25°39'08"W	13.00
L2	N84°00'52"W	16.50
L3	S25°39'08"W	7.00
L4	N84°00'52"W	12.00
L5	S25°39'08"W	18.00
L6	N25°39'08"E	12.00
L7	N84°00'52"W	12.00
L8	S25°39'08"W	13.15
L9	N84°00'52"W	12.00
L10	S25°39'08"W	11.85
L11	N25°39'08"E	11.85
L12	N84°00'52"W	11.45
L13	N25°39'08"E	8.03

LINE TABLE		
LINE	BEARING	LENGTH
L14	N76°29'32"W	13.42
L15	S75°29'32"E	20.88
L16	N25°39'08"E	46.50
L17	N25°39'08"E	48.50
L18	N75°29'32"W	50.94

MONUMENT CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS BEING RECORDED UNDER THE PROVISIONS OF IDAHO CODE 50-1333 THROUGH 50-1333 AND THAT ALL INTERIOR MONUMENTS WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAT.

PROFESSIONAL LAND SURVEYOR LICENSED 11779 9/4/19 STATE OF IDAHO CODY M McCAMMON

SEE SHEET 2 FOR PLAT NOTES AND ADDITIONAL EASEMENT INFORMATION.

JOB NO. 18-244
SHEET 1 OF 4

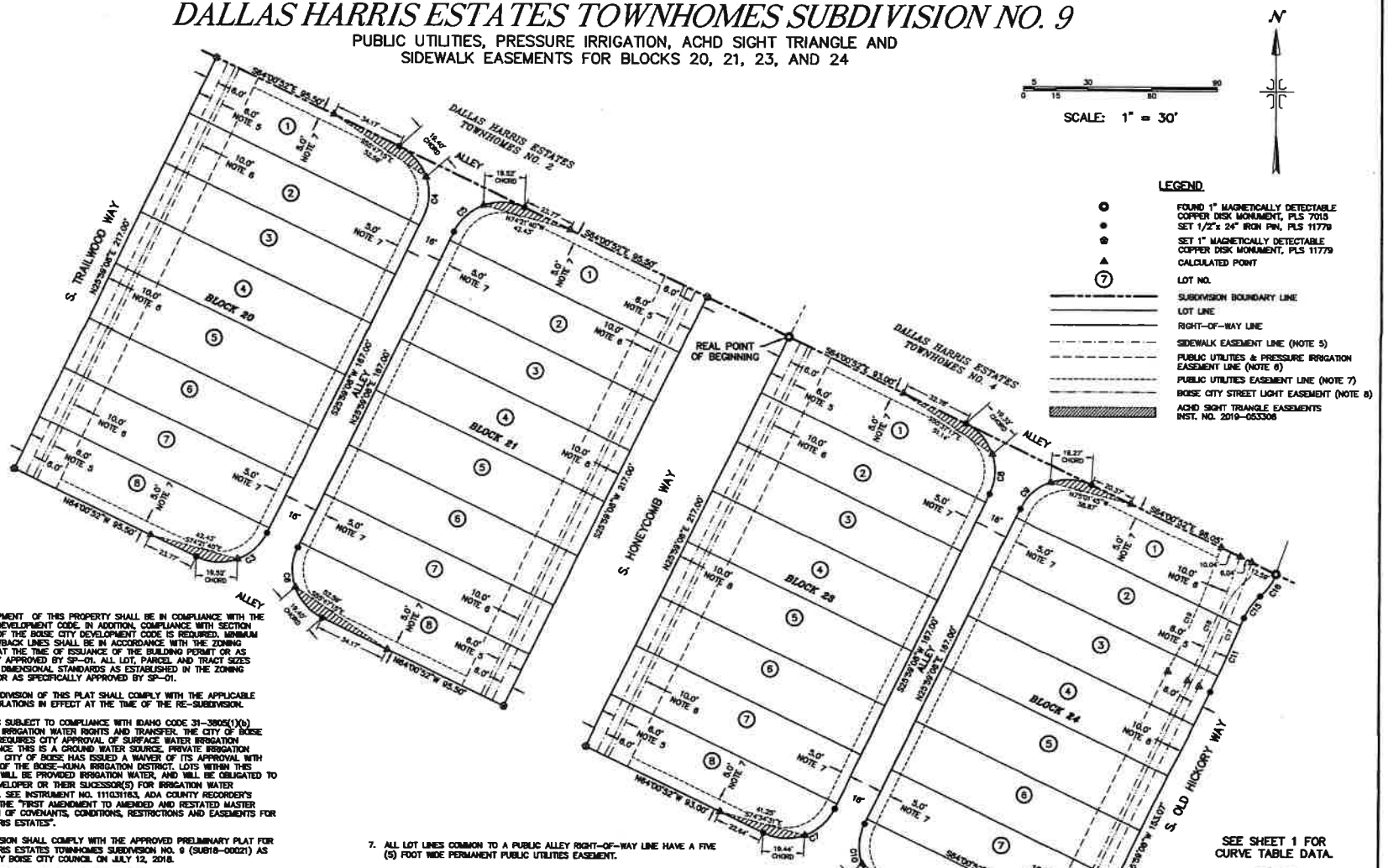
IDAHO SURVEY GROUP, LLC
9963 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

P:\Harris Ranch-Townhome Plat\18-244\dwg\Plat\DHE Townhomes No 9 PLAT.dwg 9/4/2019 3:25:07 PM

BK 116 PG 17671

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9

PUBLIC UTILITIES, PRESSURE IRRIGATION, ACHD SIGHT TRIANGLE AND SIDEWALK EASEMENTS FOR BLOCKS 20, 21, 23, AND 24



SEE SHEET 1 FOR CURVE TABLE DATA.

NOTES:

1. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY DEVELOPMENT CODE. IN ADDITION, COMPLIANCE WITH SECTION 11-013-01 OF THE BOISE CITY DEVELOPMENT CODE IS REQUIRED. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED BY SP-01. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY SP-01.
2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
3. THIS PLAT IS SUBJECT TO COMPLIANCE WITH IDAHO CODE 31-3805(1)(b) CONCERNING IRRIGATION WATER RIGHTS AND TRANSFER. THE CITY OF BOISE ORDINANCE REQUIRES CITY APPROVAL OF SURFACE WATER IRRIGATION SYSTEMS. SINCE THIS IS A GROUND WATER SOURCE, PRIVATE IRRIGATION SYSTEM, THE CITY OF BOISE HAS ISSUED A WAIVER OF ITS APPROVAL WITH THE ADVICE OF THE BOISE-KUNA IRRIGATION DISTRICT. LOTS WITHIN THIS SUBDIVISION WILL BE PROVIDED IRRIGATION WATER, AND WILL BE OBLIGATED TO PAY THE DEVELOPER OR THEIR SUCESSOR(S) FOR IRRIGATION WATER ASSESSMENT. SEE INSTRUMENT NO. 111031163, ADA COUNTY RECORDER'S OFFICE FOR THE "FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES".
4. THIS SUBDIVISION SHALL COMPLY WITH THE APPROVED PRELIMINARY PLAT FOR DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9 (SUB18-00021) AS APPROVED BY BOISE CITY COUNCIL ON JULY 12, 2018.
5. THE SIDEWALKS SHALL BE LOCATED OUTSIDE THE PUBLIC STREET RIGHT-OF-WAY IN A PERPETUAL AND NON-EXCLUSIVE PUBLIC PEDESTRIAN AND BICYCLE SIDEWALK EASEMENT, GRANTED TO THE CITY OF BOISE, AND PRESSURE IRRIGATION EASEMENT, GRANTED TO BARBER VALLEY IRRIGATION, INC. THE SIDEWALK IMPROVEMENTS SHALL BE MAINTAINED BY THE DALLAS HARRIS ESTATES HOMEOWNERS ASSOCIATION. THE PRESSURE IRRIGATION SYSTEM SHALL BE MAINTAINED BY BARBER VALLEY IRRIGATION, INC. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO SIDEWALK EASEMENTS IN FAVOR OF THE CITY OF BOISE FOR PUBLIC USE AND PRESSURE IRRIGATION EASEMENT PER EASEMENT DOCUMENT RECORDED ON JULY 22, 2019 AS INSTRUMENT NO. 2019-065180, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
6. LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT PUBLIC UTILITIES AND PRESSURE IRRIGATION EASEMENT AS DELINEATED AND REFERENCED TO THIS NOTE ON SHEETS 1 AND 2. ALL EASEMENTS EXIST FOR THOSE ADJACENT TO E. HAYSTACK STREET ARE DIMENSIONED FROM THE BACK OF THE SIDEWALK, BUT EXTEND TO THE PUBLIC RIGHT-OF-WAY LINES. LOT LINES COMMON TO E. HAYSTACK STREET HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT AND PRESSURE IRRIGATION EASEMENT.
7. ALL LOT LINES COMMON TO A PUBLIC ALLEY RIGHT-OF-WAY LINE HAVE A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT.
8. ALL LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT TEN (10) FOOT WIDE BOISE CITY STREET LIGHT EASEMENT.
9. PLAT IS SUBJECT TO CONDITIONS AS DESCRIBED IN ACHD TEMPORARY LICENSE AGREEMENT, INSTRUMENT NO. 2019-045380, DATED MAY 30, 2019.
10. THIS SUBDIVISION IS SUBJECT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES, DATED OCTOBER 7, 2010, AND RECORDED ON OCTOBER 8, 2010 AS INSTRUMENT NO. 110094804 (AS SUBSEQUENTLY AMENDED) AND THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE BOULEVARD: DECLARATION OF COMMON MAINTENANCE AGREEMENT FOR THE BOULEVARD AT HARRIS RANCH, DATED AUGUST 14, 2015, AS INSTRUMENT NO. 2015-074988 (AS SUBSEQUENTLY AMENDED).
11. PORTIONS OF THIS SUBDIVISION ARE LOCATED WITHIN THE FEMA DETERMINED SPECIAL FLOOD HAZARD ZONE "AE" AND ZONE "X" PER FIRM PANEL NO. 16001C0284 H, EFFECTIVE FEBRUARY 19, 2003. FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA AND ALL LAND WITHIN A FLOODPLAIN IS REGULATED BY CHAPTER 11-08 OF THE BOISE CITY CODE.

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 18-244
SHEET 2 OF 4

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DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED WITHIN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, AND GOVERNMENT LOT 9 OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 19, 20, 29 AND 30, TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN FROM WHICH THE 1/4 CORNER COMMON TO SAID SECTIONS 19 AND 30 BEARS NORTH 88°37'14" WEST, 2642.54 FEET; THENCE SOUTH 57°28'02" WEST, 251.66 FEET TO A POINT COMMON TO THE SOUTHEAST CORNER OF DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2 AS FILED IN BOOK 108 OF PLATS AT PAGES 15280 THROUGH 15284, RECORDS OF ADA COUNTY, IDAHO AND THE SOUTHWEST CORNER OF DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 4 AS FILED IN BOOK 112 OF PLATS AT PAGES 16411 THROUGH 16413, RECORDS OF ADA COUNTY, IDAHO, SAID POINT BEING THE REAL POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 4 AND THE EASTERLY EXTENSION THEREOF, SOUTH 64°00'52" EAST, 298.44 FEET;

THENCE LEAVING SAID SOUTHERLY BOUNDARY, 9.25 FEET SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 19.00 FEET, A CENTRAL ANGLE OF 27°53'22", AND A LONG CHORD WHICH BEARS, SOUTH 09°24'55" WEST, 9.16 FEET;

THENCE 15.18 FEET SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 28.50 FEET AND A CENTRAL ANGLE OF 30°30'54", AND A LONG CHORD WHICH BEARS SOUTH 10°43'41" WEST, 15.00 FEET;

THENCE SOUTH 25°59'08" WEST, 369.75 FEET;
THENCE SOUTH 64°00'52" EAST, 12.00 FEET;
THENCE SOUTH 25°59'08" WEST, 13.00 FEET;
THENCE SOUTH 64°00'52" EAST, 16.50 FEET;
THENCE SOUTH 25°59'08" WEST, 43.00 FEET;
THENCE NORTH 64°00'52" WEST, 16.50 FEET;
THENCE SOUTH 25°59'08" WEST, 7.00 FEET;
THENCE NORTH 64°00'52" WEST, 12.00 FEET;
THENCE SOUTH 25°59'08" WEST, 18.00 FEET;
THENCE NORTH 64°00'52" WEST, 53.00 FEET;
THENCE NORTH 25°59'08" EAST, 12.00 FEET;
THENCE NORTH 64°00'52" WEST, 12.00 FEET;
THENCE NORTH 25°59'08" EAST, 13.00 FEET;
THENCE NORTH 64°00'52" WEST, 528.00 FEET;
THENCE SOUTH 25°59'08" WEST, 13.15 FEET;
THENCE NORTH 64°00'52" WEST, 12.00 FEET;
THENCE SOUTH 25°59'08" WEST, 11.85 FEET;
THENCE NORTH 64°00'52" WEST, 43.00 FEET;
THENCE NORTH 25°59'08" EAST, 11.85 FEET;
THENCE NORTH 64°00'52" WEST, 11.45 FEET;
THENCE NORTH 25°59'08" EAST, 6.03 FEET;
THENCE NORTH 75°29'32" WEST, 13.42 FEET;
THENCE NORTH 15°44'43" EAST, 43.01 FEET;
THENCE SOUTH 75°29'32" EAST, 20.66 FEET;
THENCE NORTH 25°59'08" EAST, 19.36 FEET;
THENCE SOUTH 64°00'52" EAST, 12.00 FEET;

THENCE NORTH 25°59'08" EAST, 393.00 FEET TO AN ANGLE POINT ON THE SOUTHERLY BOUNDARY OF SAID DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2;

THENCE SOUTH 64°00'52" EAST, 343.00 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE REAL POINT OF BEGINNING.

CONTAINS 6.81 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AND ALLEYS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING SUEZ WATER IDAHO, INC. MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND SUEZ WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

OWNERS:

IN WITNESS WHEREOF, THE GRANTORS HAVE CAUSED THIS INSTRUMENT TO BE SUBSCRIBED THIS 12 DAY OF April, 2019.

BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION

DOUGLAS FOWLER — PRESIDENT

ACKNOWLEDGEMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS 12 DAY OF April, 2019, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DOUGLAS FOWLER, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH PERSON EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise
MY COMMISSION EXPIRES: April 9, 2024

SARAH BORGERDING NILLES
COMMISSION #20180630
NOTARY PUBLIC
STATE OF IDAHO

PROFESSIONAL LAND SURVEYOR
LICENSED
11779
3/21/19
STATE OF IDAHO
SCOTT W. McCAMMON

ISG IDAHO SURVEY GROUP, LLC
9965 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

BK 116 PG 17673

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 25th DAY OF July, 2019.

PRESIDENT, ACHD

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY ISSUANCE OF A CERTIFICATION OF DISAPPROVAL.

EZHS 4-24-19
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED BOISE CITY ENGINEER, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR THIS PLAT.

BOISE CITY ENGINEER 9/4/2019
PE# 11185

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY OF COUNCIL HELD ON THE 22nd DAY OF January, 2019, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK, BOISE, IDAHO Chief Deputy

CERTIFICATE OF SURVEYOR

I, CODY M. McCAMMON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

CODY M. McCAMMON, P.L.S. IDAHO NO. 11779

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

COUNTY SURVEYOR
PLS 5359
9-10-2019

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

9-11-2019
DATE

COUNTY TREASURER
Signed by Cindy Stewart
Deputy Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } S.S.
COUNTY OF ADA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BARBER VALLEY DEVELOPMENT, INC. AT 11 MINUTES PAST 2 O'CLOCK P M. ON THIS 12th DAY OF Sept, 2019 IN BOOK 116 OF PLATS AT PAGES 17670 THRU 17673.

INSTRUMENT NO. 2019-086170

DEPUTY

Phil McGrane
EX-OFFICIO RECORDER

$21.00
FEE

JOB NO. 18-244
SHEET 4 OF 4

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

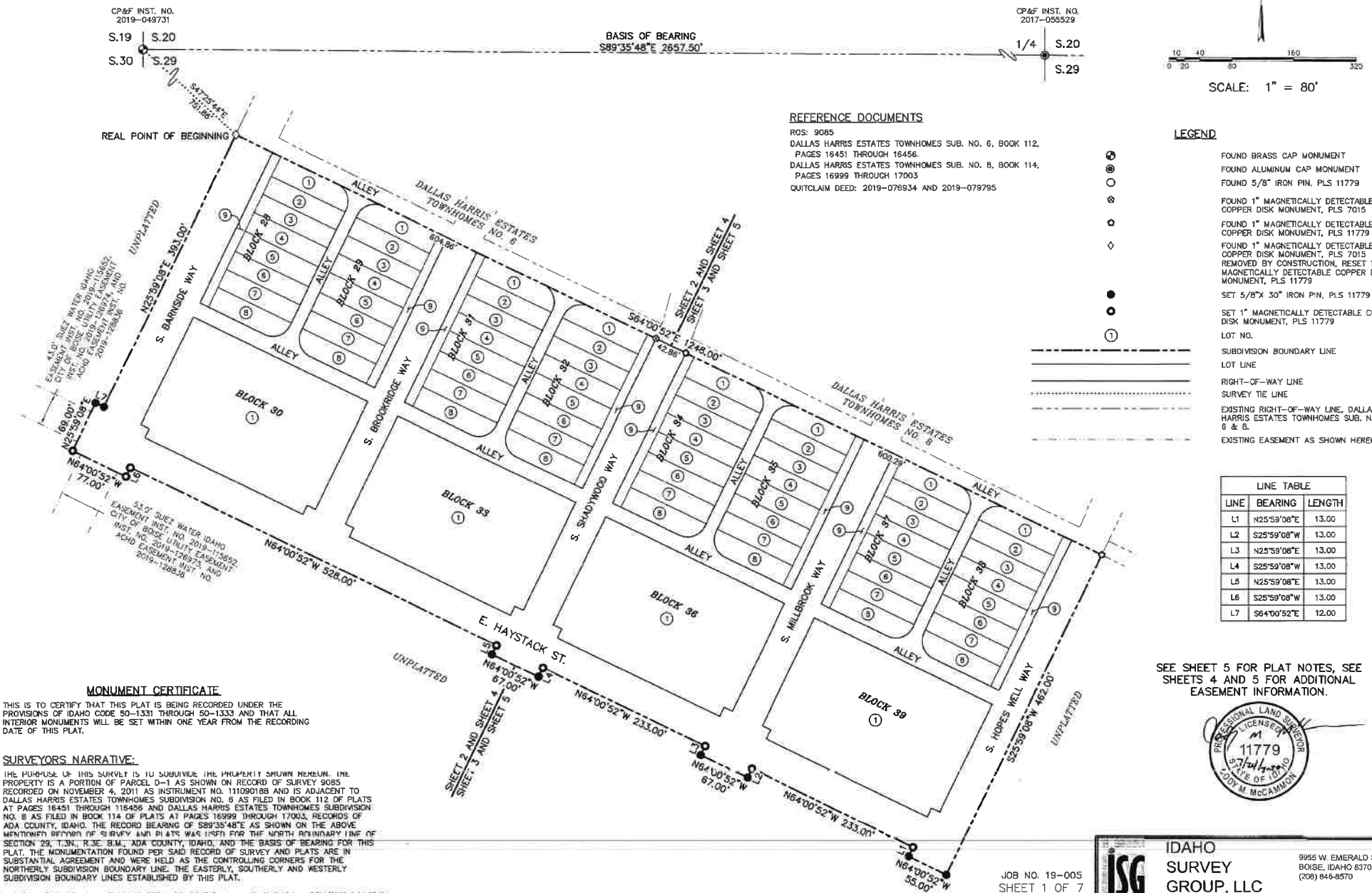
P:\Harris Ranch-Townhome Plats\18-244\dwg\Plat\ONE Townhome No 9 PLAT.dwg 3/21/2019 11:27:51 AM

BK 118 Pg 15260

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11

LOCATED IN THE NW 1/4 OF SECTION 29, T.3N., R.3E., B.M.
BOISE, ADA COUNTY, IDAHO
2020



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SCALE: 1" = 80'

REFERENCE DOCUMENTS

ROS: 9085
DALLAS HARRIS ESTATES TOWNHOMES SUB. NO. 6, BOOK 112, PAGES 16451 THROUGH 16456.
DALLAS HARRIS ESTATES TOWNHOMES SUB. NO. 8, BOOK 114, PAGES 16999 THROUGH 17003
QUITCLAIM DEED: 2019-076934 AND 2019-079795

LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" IRON PIN, PLS 11779
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 7015
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 7015 REMOVED BY CONSTRUCTION, RESET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- SET 5/8"X 30" IRON PIN, PLS 11779
- SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- (1) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- SURVEY TIE LINE
- EXISTING RIGHT-OF-WAY LINE, DALLAS HARRIS ESTATES TOWNHOMES SUB. NO. 6 & 8.
- EXISTING EASEMENT AS SHOWN HEREON

LINE TABLE		
LINE	BEARING	LENGTH
L1	N25°59'08"E	13.00
L2	S25°59'08"W	13.00
L3	N25°59'08"E	13.00
L4	S25°59'08"W	13.00
L5	N25°59'08"E	13.00
L6	S25°59'08"W	13.00
L7	S64°00'52"E	12.00

SEE SHEET 5 FOR PLAT NOTES, SEE SHEETS 4 AND 5 FOR ADDITIONAL EASEMENT INFORMATION.

MONUMENT CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS BEING RECORDED UNDER THE PROVISIONS OF IDAHO CODE 50-1331 THROUGH 50-1333 AND THAT ALL INTERIOR MONUMENTS WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAT.

SURVEYORS NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PROPERTY SHOWN HEREON. THE PROPERTY IS A PORTION OF PARCEL D-1 AS SHOWN ON RECORD OF SURVEY 9085 RECORDED ON NOVEMBER 4, 2011 AS INSTRUMENT NO. 111090188 AND IS ADJACENT TO DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 6 AS FILED IN BOOK 112 OF PLATS AT PAGES 16451 THROUGH 115456 AND DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 8 AS FILED IN BOOK 114 OF PLATS AT PAGES 16999 THROUGH 17003, RECORDS OF ADA COUNTY, IDAHO. THE RECORD BEARING OF S89°35'48"E AS SHOWN ON THE ABOVE MENTIONED RECORD OF SURVEY AND PLATS WAS USED FOR THE NORTH BOUNDARY LINE OF SECTION 29, T.3N., R.3E. B.M., ADA COUNTY, IDAHO, AND THE BASIS OF BEARING FOR THIS PLAT. THE MONUMENTATION FOUND PER SAID RECORD OF SURVEY AND PLATS ARE IN SUBSTANTIAL AGREEMENT AND WERE HELD AS THE CONTROLLING CORNERS FOR THE NORTHERLY SUBDIVISION BOUNDARY LINE. THE EASTERLY, SOUTHERLY AND WESTERLY SUBDIVISION BOUNDARY LINES ESTABLISHED BY THIS PLAT.

PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO LODY M. McCAMMON

JOB NO. 19-005
SHEET 1 OF 7

ISG IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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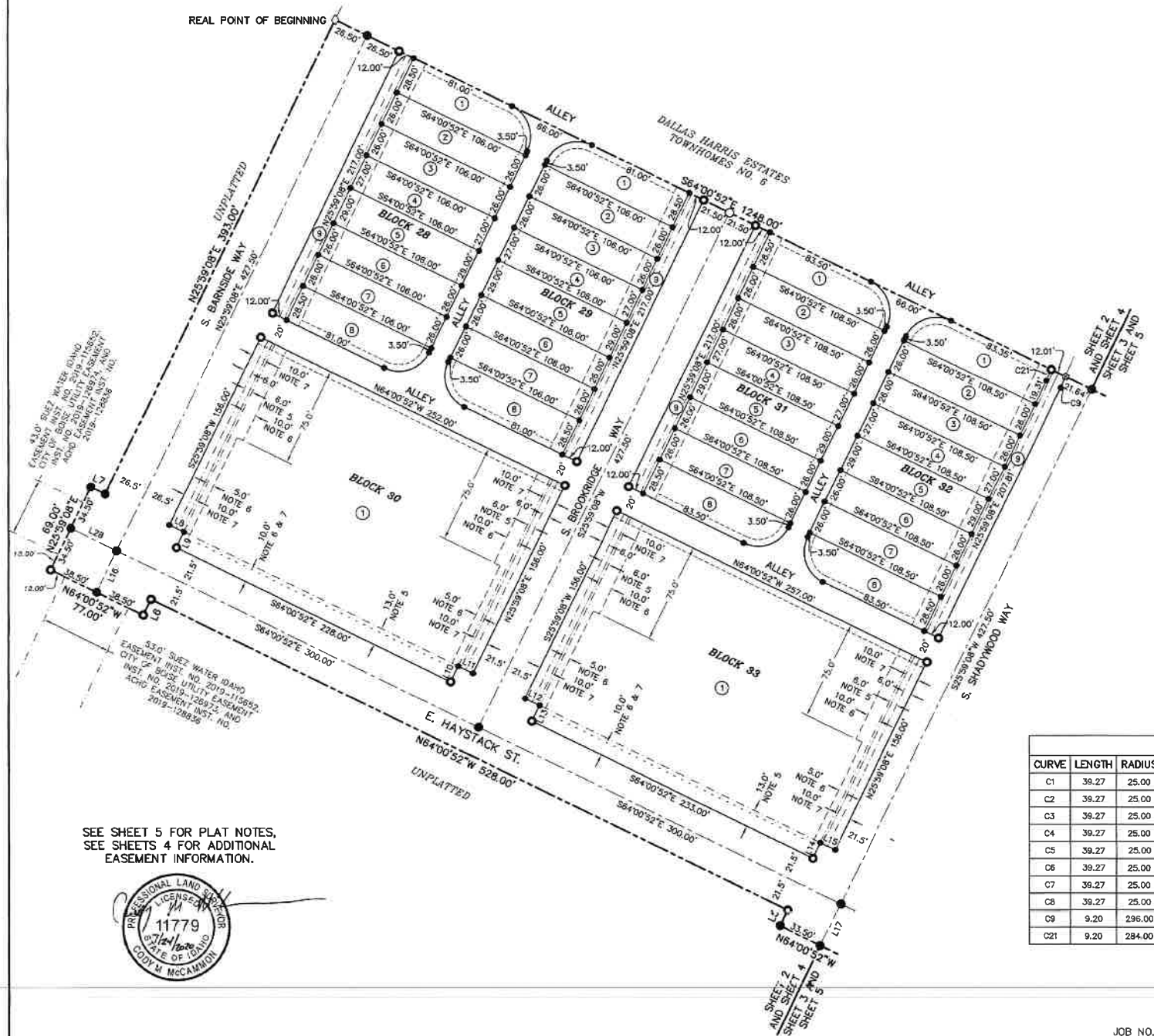
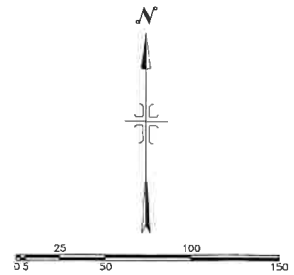
BK 118 PG 18261

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11





SCALE: 1" = 50'

LEGEND

- FOUND 5/8" IRON PIN, PLS 7015
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 7015
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 7015 REMOVED BY CONSTRUCTION, RESET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- SET 1/2"x 24" IRON PIN, PLS 11779
- SET 5/8"x 30" IRON PIN, PLS 11779
- SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- (1) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SIDEWALK EASEMENT LINE
- PUBLIC UTILITIES EASEMENT LINE
- PUBLIC UTILITIES & PRESSURE IRRIGATION LINE
- BOISE CITY STREET LIGHT EASEMENT
- BOISE CITY STREET LIGHT EASEMENT, PUBLIC UTILITIES & PRESSURE IRRIGATION EASEMENT LINE
- EXISTING EASEMENT AS SHOWN HEREON
- 10.00' EASEMENT DIMENSION

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C2	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C3	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C4	39.27	25.00	90°00'00"	S70°59'08"W	35.36
C5	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C6	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C7	39.27	25.00	90°00'00"	S70°59'08"W	35.36
C8	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C9	9.20	296.00	1°46'47"	N25°05'45"E	9.19
C21	9.20	284.00	1°51'18"	N25°03'29"E	9.19

LINE TABLE		
LINE	BEARING	LENGTH
L5	N25°59'08"E	13.00
L6	S25°59'08"W	13.00
L7	S64°00'52"E	12.00
L8	S64°00'52"E	12.00
L9	S25°59'08"W	13.00
L10	N25°59'08"E	13.00
L11	S64°00'52"E	12.00
L12	S64°00'52"E	12.00
L13	S25°59'08"W	13.00
L14	N25°59'08"E	13.00
L15	S64°00'52"E	12.00
L16	S25°59'08"W	34.50
L17	S25°59'08"W	34.50
L28	N64°00'52"W	38.50

SEE SHEET 5 FOR PLAT NOTES, SEE SHEETS 4 FOR ADDITIONAL EASEMENT INFORMATION.

PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO CODY M. McCAMMON

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 19-005
SHEET 2 OF 7

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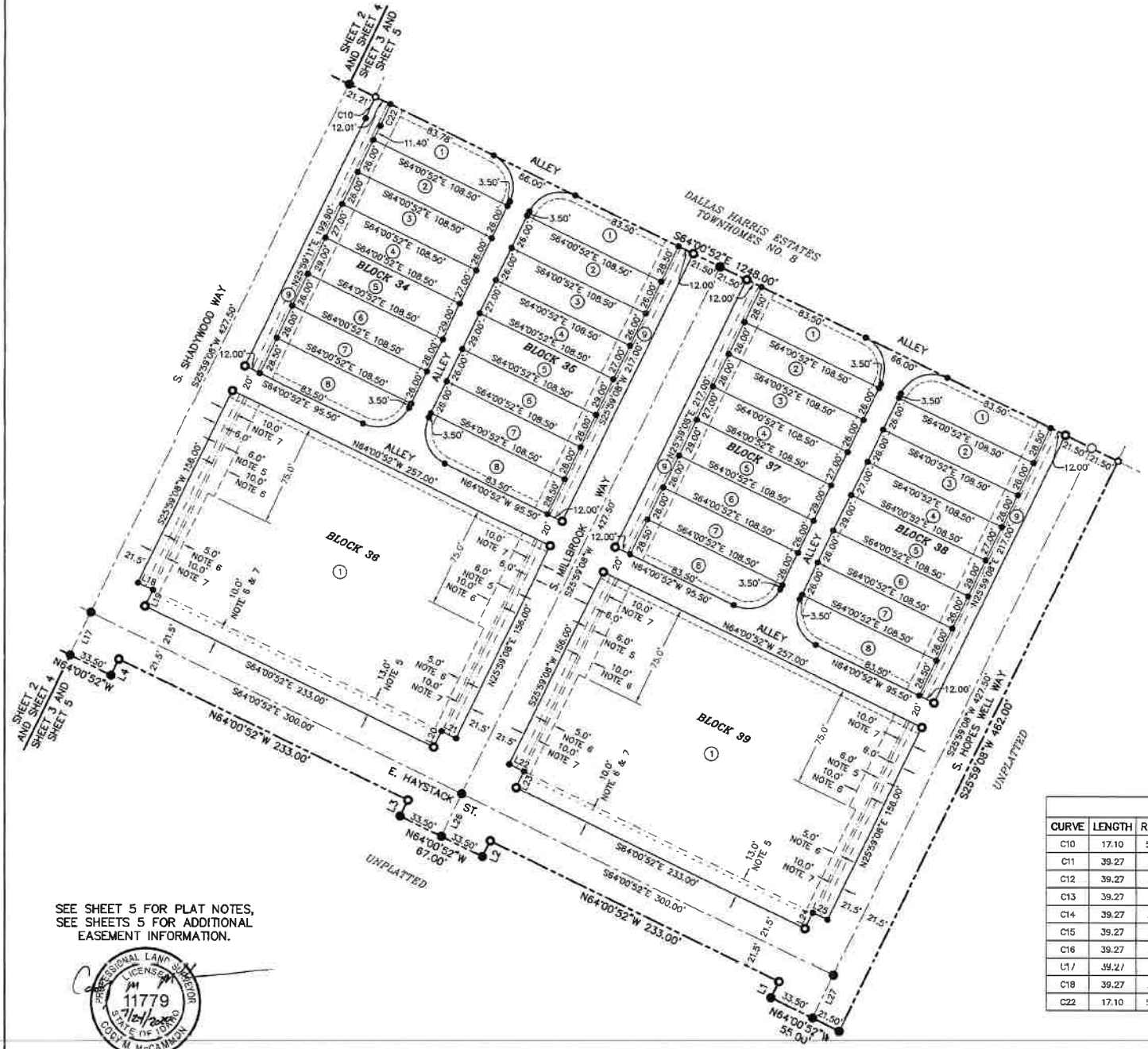
BK 118 PG 18262

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO.11



SEE SHEET 5 FOR PLAT NOTES,
SEE SHEETS 5 FOR ADDITIONAL
EASEMENT INFORMATION.

PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO CODY M. McCAMMON 7/21/2020

N

SCALE: 1" = 50'

LEGEND

- FOUND 5/8" IRON PIN, PLS 11779
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- SET 1/2"x 24" IRON PIN, PLS 11779
- SET 5/8"x 30" IRON PIN, PLS 11779
- SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- (1) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SIDEWALK EASEMENT LINE
- PUBLIC UTILITIES EASEMENT LINE
- PUBLIC UTILITIES & PRESSURE IRRIGATION LINE
- BOISE CITY STREET LIGHT EASEMENT
- BOISE CITY STREET LIGHT EASEMENT, PUBLIC UTILITIES & PRESSURE IRRIGATION EASEMENT LINE

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C10	17.10	504.00	1°56'40"	N25°00'51"E	17.10
C11	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C12	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C13	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C14	39.27	25.00	90°00'00"	S70°59'08"W	35.36
C15	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C16	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C17	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C18	39.27	25.00	90°00'00"	S70°59'08"W	35.36
C22	17.10	516.00	1°53'57"	N25°02'12"E	17.10

LINE TABLE		
LINE	BEARING	LENGTH
L1	N25°59'08"E	13.00
L2	S25°59'08"W	13.00
L3	N25°59'08"E	13.00
L4	S25°59'08"W	13.00
L17	S25°59'08"W	34.50
L18	S64°00'52"E	12.00
L19	S25°59'08"W	13.00
L20	N25°59'08"E	13.00
L21	S64°00'52"E	12.00
L22	S64°00'52"E	12.00
L23	S25°59'08"W	13.00
L24	N25°59'08"E	13.00
L25	S64°00'52"E	12.00
L26	S25°59'08"W	34.50
L27	S25°59'08"W	34.50

JOB NO. 19-005
SHEET 3 OF 7

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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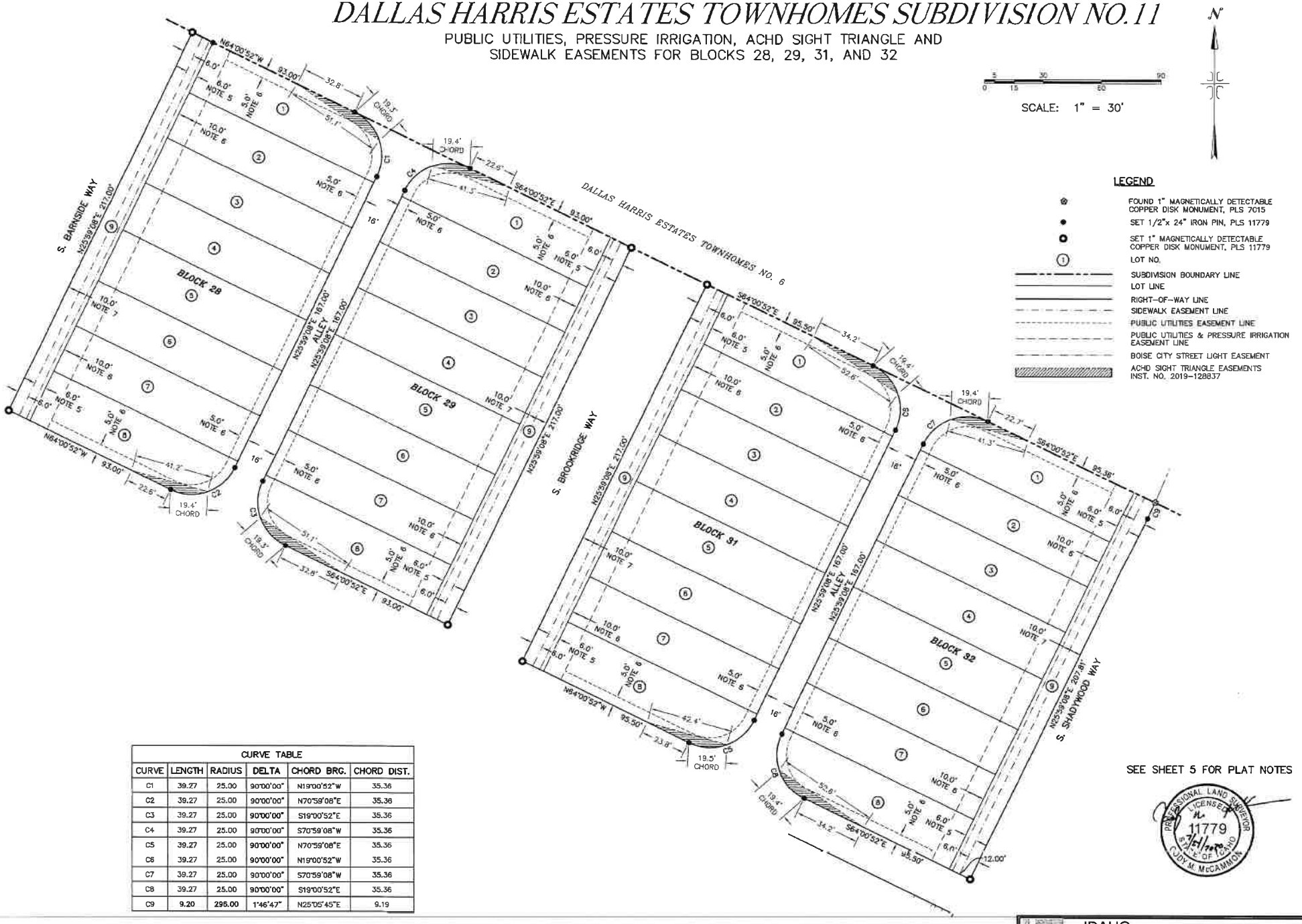
BK 118 Pg 18263

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11

PUBLIC UTILITIES, PRESSURE IRRIGATION, ACHD SIGHT TRIANGLE AND SIDEWALK EASEMENTS FOR BLOCKS 28, 29, 31, AND 32



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C2	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C3	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C4	39.27	25.00	90°00'00"	S70°59'08"W	35.36
C5	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C6	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C7	39.27	25.00	90°00'00"	S70°59'08"W	35.36
C8	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C9	9.20	295.00	1°46'47"	N25°05'45"E	9.19

SEE SHEET 5 FOR PLAT NOTES

PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO CODY M. McCAMMON 7/24/2020

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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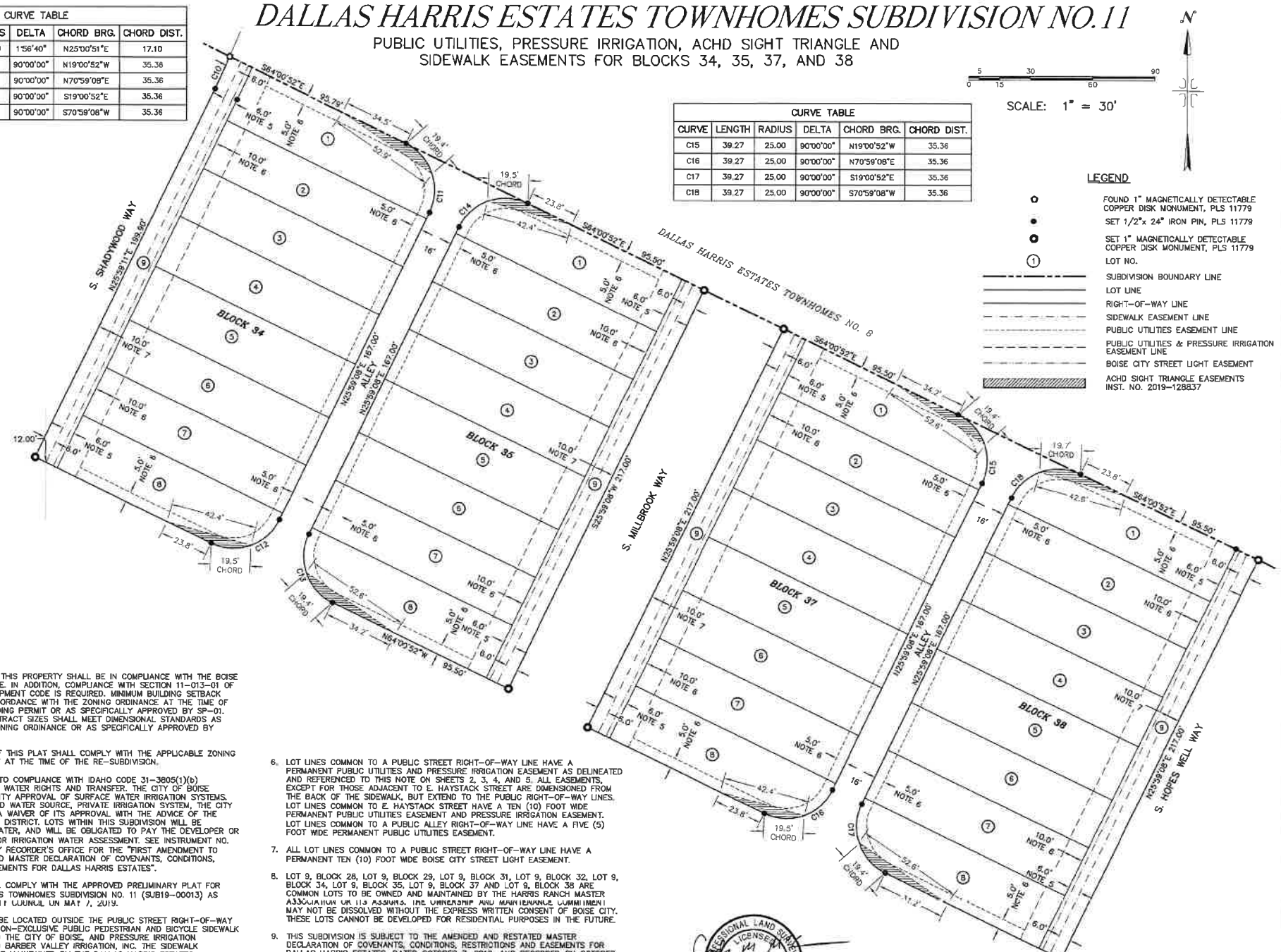
BK 118 PG 18264

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11

PUBLIC UTILITIES, PRESSURE IRRIGATION, ACHD SIGHT TRIANGLE AND SIDEWALK EASEMENTS FOR BLOCKS 34, 35, 37, AND 38

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C10	17.10	504.00	1°56'40"	N25°00'51"E	17.10
C11	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C12	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C13	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C14	39.27	25.00	90°00'00"	S70°59'08"W	35.36

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C15	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C16	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C17	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C18	39.27	25.00	90°00'00"	S70°59'08"W	35.36



NOTES:

1. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY DEVELOPMENT CODE. IN ADDITION, COMPLIANCE WITH SECTION 11-013-01 OF THE BOISE CITY DEVELOPMENT CODE IS REQUIRED. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED BY SP-01. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY SP-01.
2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
3. THIS PLAT IS SUBJECT TO COMPLIANCE WITH IDAHO CODE 31-3805(1)(b) CONCERNING IRRIGATION WATER RIGHTS AND TRANSFER. THE CITY OF BOISE ORDINANCE REQUIRES CITY APPROVAL OF SURFACE WATER IRRIGATION SYSTEMS. SINCE THIS IS A GROUND WATER SOURCE, PRIVATE IRRIGATION SYSTEM, THE CITY OF BOISE HAS ISSUED A WAIVER OF ITS APPROVAL WITH THE ADVICE OF THE BOISE-KUNA IRRIGATION DISTRICT. LOTS WITHIN THIS SUBDIVISION WILL BE PROVIDED IRRIGATION WATER, AND WILL BE OBLIGATED TO PAY THE DEVELOPER OR THEIR SUCCESSOR(S) FOR IRRIGATION WATER ASSESSMENT. SEE INSTRUMENT NO. 111031163, ADA COUNTY RECORDER'S OFFICE FOR THE "FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES".
4. THIS SUBDIVISION SHALL COMPLY WITH THE APPROVED PRELIMINARY PLAT FOR DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11 (SUB19-00013) AS APPROVED BY BOISE CITY COUNCIL ON MAY 7, 2019.
5. THE SIDEWALKS SHALL BE LOCATED OUTSIDE THE PUBLIC STREET RIGHT-OF-WAY IN A PERPETUAL AND NON-EXCLUSIVE PUBLIC PEDESTRIAN AND BICYCLE SIDEWALK EASEMENT, GRANTED TO THE CITY OF BOISE, AND PRESSURE IRRIGATION EASEMENT, GRANTED TO BARBER VALLEY IRRIGATION, INC. THE SIDEWALK IMPROVEMENTS SHALL BE MAINTAINED BY THE DALLAS HARRIS ESTATES HOMEOWNERS ASSOCIATION. THE PRESSURE IRRIGATION SYSTEM SHALL BE MAINTAINED BY BARBER VALLEY IRRIGATION, INC. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO SIDEWALK EASEMENTS IN FAVOR OF THE CITY OF BOISE FOR PUBLIC USE AND PRESSURE IRRIGATION EASEMENT PER EASEMENT DOCUMENT RECORDED ON OCTOBER 30, 2019 AS INSTRUMENT NO. 2019-107415, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
6. LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT PUBLIC UTILITIES AND PRESSURE IRRIGATION EASEMENT AS DELINEATED AND REFERENCED TO THIS NOTE ON SHEETS 2, 3, 4, AND 5. ALL EASEMENTS, EXCEPT FOR THOSE ADJACENT TO E. HAYSTACK STREET ARE DIMENSIONED FROM THE BACK OF THE SIDEWALK, BUT EXTEND TO THE PUBLIC RIGHT-OF-WAY LINES. LOT LINES COMMON TO E. HAYSTACK STREET HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT AND PRESSURE IRRIGATION EASEMENT. LOT LINES COMMON TO A PUBLIC ALLEY RIGHT-OF-WAY LINE HAVE A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT.
7. ALL LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT TEN (10) FOOT WIDE BOISE CITY STREET LIGHT EASEMENT.
8. LOT 9, BLOCK 28, LOT 9, BLOCK 29, LOT 9, BLOCK 31, LOT 9, BLOCK 32, LOT 9, BLOCK 34, LOT 9, BLOCK 35, LOT 9, BLOCK 37 AND LOT 9, BLOCK 38 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE HARRIS RANCH MASTER ASSOCIATION OR ITS ASSIGNS. THE OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF BOISE CITY. THESE LOTS CANNOT BE DEVELOPED FOR RESIDENTIAL PURPOSES IN THE FUTURE.
9. THIS SUBDIVISION IS SUBJECT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES, DATED OCTOBER 7, 2010, AND RECORDED ON OCTOBER 8, 2010 AS INSTRUMENT NO. 110094804 (AS SUBSEQUENTLY AMENDED) AND THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE BOULEVARD; DECLARATION OF COMMON MAINTENANCE AGREEMENT FOR THE BOULEVARD AT HARRIS RANCH, DATED AUGUST 14, 2015, AS INSTRUMENT NO. 2015-074988 (AS SUBSEQUENTLY AMENDED).

PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO CODY M. McCAMMON

JOB NO. 19-005
SHEET 5 OF 7

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, FROM WHICH THE NORTH 1/4 CORNER OF SECTION 29 BEARS SOUTH 89°35'48" EAST, 2657.50 FEET; THENCE SOUTH 47°25'44" EAST, 751.86 FEET TO AN ANGLE POINT IN THE SOUTHERLY BOUNDARY LINE OF DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 6 AS FILED IN BOOK 112 OF PLATS AT PAGES 16451 THROUGH 16456, RECORDS OF ADA COUNTY, IDAHO, AND THE REAL POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 64°00'52" EAST, 604.86 FEET TO THE INTERSECTION OF SAID SOUTHERLY BOUNDARY LINE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF S. SHADYWOOD WAY AS DESCRIBED IN A WARRANTY DEED, RECORDED AS INSTRUMENT NO. 2017-034643, RECORDS OF ADA COUNTY, IDAHO;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 64°00'52" EAST, 42.86 FEET TO THE SOUTHWEST CORNER OF DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 8 AS FILED IN BOOK 114 OF PLATS AT PAGES 16999 THROUGH 17003, RECORDS OF ADA COUNTY, IDAHO;

THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 8, SOUTH 64°00'52" EAST, 600.29 FEET;

THENCE LEAVING SAID SOUTHERLY BOUNDARY LINE, SOUTH 25°59'08" WEST, 462.00 FEET;

THENCE NORTH 64°00'52" WEST, 55.00 FEET;

THENCE NORTH 25°59'08" EAST, 13.00 FEET;

THENCE NORTH 64°00'52" WEST, 233.00 FEET;

THENCE SOUTH 25°59'08" WEST, 13.00 FEET;

THENCE NORTH 64°00'52" WEST, 67.00 FEET;

THENCE NORTH 25°59'08" EAST, 13.00 FEET;

THENCE NORTH 64°00'52" WEST, 233.00 FEET;

THENCE SOUTH 25°59'08" WEST, 13.00 FEET;

THENCE NORTH 64°00'52" WEST, 67.00 FEET;

THENCE NORTH 25°59'08" EAST, 13.00 FEET;

THENCE NORTH 64°00'52" WEST, 528.00 FEET;

THENCE SOUTH 25°59'08" WEST, 13.00 FEET;

THENCE NORTH 64°00'52" WEST, 77.00 FEET;

THENCE NORTH 25°59'08" EAST, 69.00 FEET;

THENCE SOUTH 64°00'52" EAST, 12.00 FEET;

THENCE NORTH 25°59'08" EAST, 393.00 FEET TO THE REAL POINT OF BEGINNING.

CONTAINING 12.96 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AND ALLEYS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING SUEZ WATER IDAHO, INC. MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND SUEZ WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

OWNER:

IN WITNESS WHEREOF, THE GRANTORS HAVE CAUSED THIS INSTRUMENT TO BE SUBSCRIBED THIS 17th DAY OF April, 2020.

BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION

DOUGLAS FOWLER PRESIDENT

ACKNOWLEDGEMENT

STATE OF IDAHO }
} S.S.
COUNTY OF ADA }

ON THIS 17th DAY OF April, 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DOUGLAS FOWLER, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH PERSON EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise
MY COMMISSION EXPIRES: 7/29/2022

AMY MITCHELL
Notary Public - State of Idaho
Commission Number 42576
My Commission Expires Jul 29, 2022

CERTIFICATE OF SURVEYOR

I, CODY M. McCAMMON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO CODY M. McCAMMON 4/15/2020

CODY M. McCAMMON, P.L.S. IDAHO NO. 11779

ISG IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 15 DAY OF MAY, 2020.

PRESIDENT, ACHD
Signed by Bruce S. Wong, Director for President

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY ISSUANCE OF A CERTIFICATION OF DISAPPROVAL.

REHS 4.17.2020
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED BOISE CITY ENGINEER, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR THIS PLAT.

7.30.2020
BOISE CITY ENGINEER
PE # 11185

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 8TH DAY OF October, 2019, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK, BOISE, IDAHO Chief Deputy

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

Jerry L. Hastings
COUNTY SURVEYOR
PLS 5359
7-30-2020

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

07/31/2020
DATE

Elizabeth Mahn
COUNTY TREASURER
Per Deputy Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO)
} S.S.
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BARBER VALLEY DEVELOPMENT, INC. AT 21 MINUTES PAST 2 O'CLOCK P M. ON THIS 31st DAY OF July, 2020 IN BOOK 118 OF PLATS AT PAGES 15260 - 15266.

INSTRUMENT NO. 2020-096848

DEPUTY

Phil McGrane
EX-OFFICIO RECORDER

$ 36.00
FEE

PROFESSIONAL LAND SURVEYOR LICENSED 11770 STATE OF IDAHO 5/15/2020 CODY M. McCAMMON

JOB NO. 19-005
SHEET 7 OF 7

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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Southern Half Roadway Portions
Located Within Harris Ranch Subdivision (Portions of 2,6,8,9, and 11)

Retrospectivce Dates of value	Acres	Appraisal Amount	Reimbursement Due
7/24/2015	0.26 +- acres	$ 45,000.00	$ 45,000.00
1/2/2018	0.30 +- acres	$ 78,000.00	$ 78,000.00
9/4/2018	0.26 +- acres	$ 68,000.00	$ 68,000.00
9/12/2019	0.26 +- acres	$ 559,000.00	$ 559,000.00
7/25/2020	3.44 +- acres	$ 1,124,000.00	$ 1,124,000.00
		$ 1,874,000.00	$ 1,874,000.00

APPRAISAL REPORT

ON THE

SOUTHERN HALF ROADWAY PARCELS

LOCATED WITHIN THE

HARRIS RANCH SUBDIVISION

(PORTIONS OF PHASES 2, 6, 8, 9, AND 11)

IN

BOISE, ADA COUNTY

IDAHO

FOR

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

RETROSPECTIVE DATES OF VALUE:
JULY 24, 2015
JANUARY 2, 2018
SEPTEMBER 4, 2018
SEPTEMBER 12, 2019
JULY 25, 2020

L&A FILE NO. 20.2100SP

PREPARED BY

BY

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

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Langston
& Associates
A REAL ESTATE SERVICES CORPORATION

August 28, 2020

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

Re: Appraisal Report (Summary Format) on the Southern Half Roadway Parcels located within the Harris Ranch Subdivision located south of E. Warm Springs Ave. and north of S. Eckert Road, Boise, Ada County, Idaho.

Dear Mr. Fowler:

In accordance with your request for an appraisal on the above captioned property, we have conducted market investigations, gathered pertinent data, and performed certain analyses necessary for the appraisal process. The appraisal is based on a "Hypothetical" condition that title to the subject parcels is assumed to be marketable and free and clear of all liens and encumbrances and has been analyzed as a vacant development parcel prior to the development of the Harris Ranch Subdivision Phases 2, 6, 8, 9, and 11 as of the effective date of value. The purpose of this report is to provide a market value estimate of the underlying land for the purposes of reimbursement from the CID (Community Infrastructure District). From such, we have formed an opinion of the ATF (Across-the-fence) value (as defined in the report), for the Fee Simple Estate of the subject property based on the Across-the-Fence methodology and the Hypothetical Condition as described.

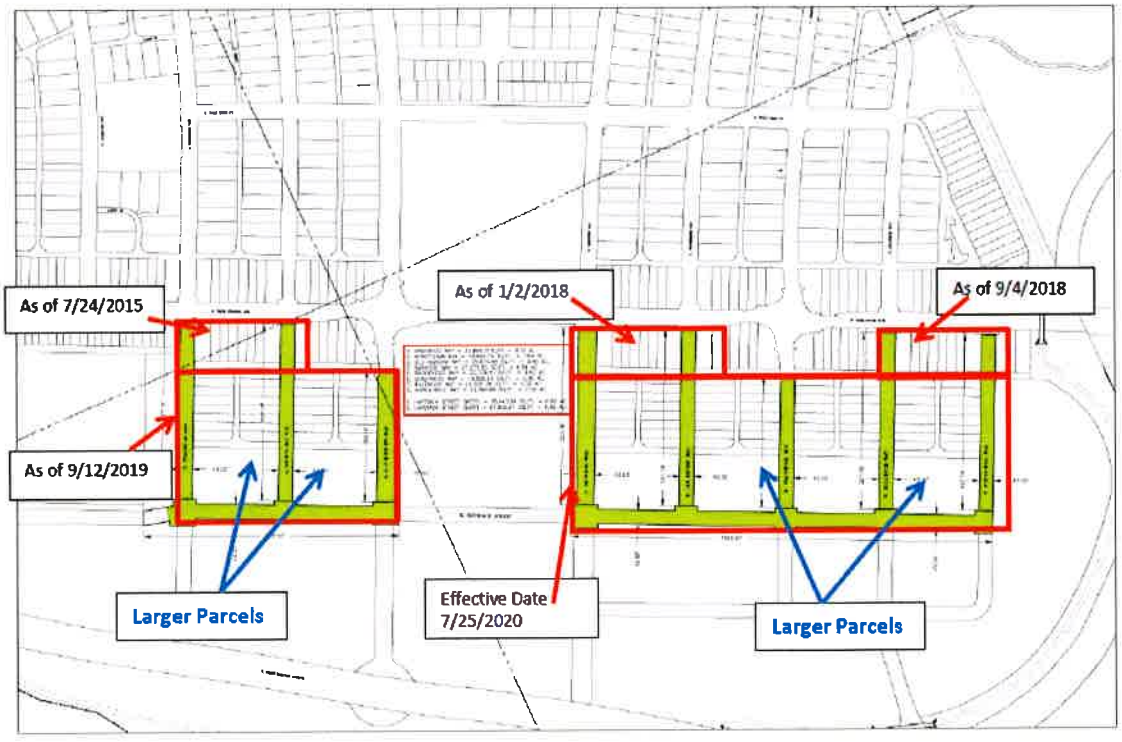
The information herein is presented with the understanding that appraisals and reporting formats vary greatly depending upon the client's individual needs, time constraints, the size and complexity of the property, and the intended use of the data. It is at your request and by mutual agreement that the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

Upon your request we have prepared retrospective dates of value as of July 24, 2015, January 2, 2018, September 4, 2018 and September 12, 2019. For the roadways currently under construction we have concluded the valuation based on the effective date of the appraisal, July 25, 2020. A retrospective appraisal is complicated by the fact that the appraiser already knows what occurred in the market after the effective date of the appraisal. Data subsequent to the effective date may be considered in developing a retrospective value as a confirmation of trends that would reasonably be considered by a buyer or seller as of that date.

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

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

The subject includes the roadway parcels within Phases 2, 6, 8, 9, and 11 of the Harris Ranch Subdivision, as outlined below.



The following grid outlines the specifics for each parcel.

Street	Phase #	Block	Land Use	Site Area/Acres	Site Area/SF	Retrospective Date
S. Trailwood Way	2	SW9	Mixed Use Residential	0.13	5,663	7/24/2015
S. Honeycomb Way	2	SW9 & SW10	Mixed Use Residential	0.13	5,663	7/24/2015
Total				**0.26**	**11,326**	
S. Barnside Way	6	SE1	Mixed Use Residential	0.16	6,970	1/2/2018
S. Brookridge Way	6	SE1 & SE2	Mixed Use Residential	0.14	6,098	1/2/2018
Total				**0.30**	**13,068**	
S. Millbrook Way	8	SE3 & SE4	Mixed Use Residential	0.13	5,663	9/4/2018
S. Hopes Well Way	8	SE4	Mixed Use Residential	0.13	5,663	9/4/2018
Total				**0.26**	**11,326**	
S. Trailwood Way	9	SW9	Mixed Use Residential	0.39	16,988	9/12/2019
S. Honeycomb Way	9	SW9 & SW10	Mixed Use Residential	0.39	16,988	9/12/2019
S. Old Hickory Way	9	SW10	Mixed Use Residential	0.48	20,909	9/12/2019
E. Haystack Street (West)	9	SW9 & SW10	Mixed Use Residential	0.88	38,333	9/12/2019
Total				**2.14**	**93,218**	
S. Barnside Way	11	SE1	Mixed Use Residential	0.48	20,909	7/25/2020 *
S. Brookridge Way	11	SE1 & SE2	Mixed Use Residential	0.38	16,553	7/25/2020 *
S. Shadywood Way	11	SE2 & SE3	Mixed Use Residential	0.38	16,553	7/25/2020 *
S. Millbrook Way	11	SE3 & SE4	Mixed Use Residential	0.39	16,988	7/25/2020 *
S. Hopes Well Way	11	SE4	Mixed Use Residential	0.39	16,988	7/25/2020 *
E. Haystack Street (East)	11	SE1, SE2, SE3, SE4	Mixed Use Residential	1.42	61,855	7/25/2020 *
Total				**3.44**	**149,846**	
						* Roadways Not Dedicated
Total Roadways				**6.40**	**278,784**	Effective Date of Appraisal

The total site size for the roadway parcels is 6.40± acres. The larger parcel in this appraisal is identified as the contiguous land for the Harris Ranch Subdivision, Blocks SW9, SW10, SE1, SE2, SE3, and SE4, which abuts the specific roadways and will be valued in accordance with the ATF Methodology under the premise that the roadway sites could be developed. The larger parcels have been developed, or are in the process of being developed as Mixed Use Residential. The total site size for the larger parcel is 19.31± acres.

For the purposes of this analysis the appraisal is based on a "Hypothetical" condition that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and is included as vacant residential development land to be developed as part of the Harris Ranch Subdivision. A "Hypothetical" condition is defined as:

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

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external

to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

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

ACROSS-THE-FENCE (ATF)

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

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

Of the three customary approaches to value – the Sales Comparison Approach – was determined to be most applicable to the subject property, and has been applied based on the market comparables identified in the data collection process

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

---

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

In the interest of disclosure, Mr. Greg J. Contos, CRA #13, provided significant real property appraisal assistance in the data collection and compilation of information contained herein. All statements of fact used in the report serving as the basis of the appraisers' analyses, opinions, and conclusions, are considered to be true and correct to the best of the appraisers' knowledge and belief. Langston & Associates shall have no responsibility for legal matters; questions of survey; opinion of title; soil or subsoil conditions; engineering; technical matters, etc.

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, as of July 24, 2015, the "Hypothetical" market value of the subject property as of the retrospective date of value was:

"HYPOTHETICAL" (ACROSS THE FENCE MARKET VALUE) AS OF THE RETROSPECTIVE DATE OF JULY 24, 2015– 0.26± ACRES: $45,000

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, as of January 2, 2018, the "Hypothetical" market value of the subject property as of the retrospective date of value was:

"HYPOTHETICAL" (ACROSS THE FENCE MARKET VALUE) AS OF THE RETROSPECTIVE DATE OF JANUARY 2, 2018– 0.30± ACRES: $78,000

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, as of September 4, 2018, the "Hypothetical" market value of the subject property as of the retrospective date of value was:

"HYPOTHETICAL" (ACROSS THE FENCE MARKET VALUE) AS OF THE RETROSPECTIVE DATE OF SEPTEMBER 4, 2018– 0.26± ACRES: $68,000

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, as of September 12, 2019, the "Hypothetical" market value of the subject property as of the retrospective date of value was:

"HYPOTHETICAL" (ACROSS THE FENCE MARKET VALUE) AS OF THE RETROSPECTIVE DATE OF SEPTEMBER 12, 2019– 2.14± ACRES: $559,000

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, as of July 25, 2020, the "Hypothetical" market value of the subject property was:

"HYPOTHETICAL" (ACROSS THE FENCE MARKET VALUE) 3.44± ACRES: $1,124,000

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

Sincerely,
LANGSTON & ASSOCIATES, INC.

Sam Langston, MAI
Idaho CGA#195

Greg J. Contos
Idaho CRA #13

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ASSUMPTIONS & LIMITING CONDITIONS
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OVERVIEW OF ASSUMPTIONS AND LIMITING CONDITIONS

OVERVIEW

In the course of the normal appraisal process, situations arise wherein I must make standard (generic) and specific and/or extraordinary assumptions with regard to information not readily available. All Standard, Specific and/or Extraordinary Assumptions & Limiting Conditions which may appear in the report are believed to be compatible with generally accepted appraisal principles, Uniform Standards of Professional Appraisal Practice (USPAP), and Appraisal Institute requirements. All are to be considered a part of the Report, and the reader is advised that acceptance of the report constitutes acceptance of all Assumptions and Limiting Conditions.

STANDARD UNDERLYING ASSUMPTIONS & LIMITING CONDITIONS

Standard Assumptions and Limiting Conditions include such issues as construction components of existing construction; adaptability of soils to development; existence of typical easements, etc. Additionally, since Idaho is a non-disclosure state, details of comparable property sales or leases are presumed to be accurately portrayed by the parties to the respective agreements; in lieu of cooperation by the parties (or in some cases, where parties have no recollection of such details), assumptions and/or reasonable approximations are sometimes necessitated. Such generic assumptions are provided for in the Standard (Generic) Underlying Assumptions and Limiting Conditions, located in the Addenda of the Report. The reader is encouraged to read this section of the Report.

EXTRAORDINARY UNDERLYING ASSUMPTIONS & LIMITING CONDITIONS

Extraordinary Assumptions & Limiting Conditions are sometimes required depending upon the individual nature of the appraisal problem, and are clearly disclosed in the Certificate of Appraisal, and/or in the discussions within the report to which they pertain. These assumptions are of matters which I have no knowledge, expertise, or timely ability to clarify.

Standard Rule 2-1c of the Uniform Standards of Professional Appraisal Practice require, as applicable to the appraisal problem, clear and accurate disclosure of, and an indication of any impact on value of, a third classification of assumption: "extraordinary assumptions and limiting conditions" that directly affect the outcome of appraisal. In the event any specific and/or extraordinary assumptions and limiting conditions are deemed relevant to the subject and its valuation, they will be set forth in the Certificate of Appraisal, and/or in the discussions within the report to which they pertain.

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Extraordinary Assumptions & Limiting Conditions are sometimes required depending upon the individual nature of the appraisal problem, and are clearly disclosed in the Certificate of Appraisal, and/or in the discussions within the report to which they pertain. These assumptions are of matters which I have no knowledge, expertise, or timely ability to clarify. Standard Rule 2-1c of the Uniform Standards of Professional Appraisal Practice require, as applicable to the appraisal problem, clear and accurate disclosure of, and an indication of any impact on value of, a third classification of assumption: "extraordinary assumptions and limiting conditions" that directly affect the outcome of appraisal. ***In the event any extraordinary assumptions and limiting conditions are deemed relevant to the subject and its valuation, they will be set forth in the Certificate of Appraisal, and/or in the discussions within the report to which they pertain. An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. I have employed extraordinary assumptions for the purpose of this report and their use might have affected the assignment results. The following assumptions have been employed for the purpose of this report:***

- We have relied upon plats, site sizes and specifications provided by the client and/or the client's representatives. Should these representations be amended, or prove to be inaccurate, the value estimates are subject to revision.

- A Phase 1 Environmental Study has not been provided regarding the site. The value estimate is predicated on the assumption that there is no such material on the property. Any such environmental risk discovered at a later data may require a revised estimate of value which may or may not be simply a reduction of the value by the estimated cost to cure the environmental condition. Properties known to have environmental risk may carry a stigma in the market place which also may or may not affect the value.

- For the purposes of this analysis the appraisal is based on a "Hypothetical" condition that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and is included as vacant residential development land to be developed as part of the Harris Ranch Subdivision as of the effective date of value. **A "Hypothetical" condition is defined as a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.** ***The hypothetical condition must be clearly and conspicuously disclosed in the report with a description of the hypothetical condition and a statement that its use might have affected the assignment results.***

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- All statements of fact used in the report serving as the basis of the appraiser's analyses, opinions, and conclusions, are considered to be true and correct to the best of the appraiser's knowledge and belief. We shall have no responsibility for legal matters; questions of survey; legal description; opinion of title; soil or subsoil conditions; engineering; technical matters, etc.

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SUMMARY OF IMPORTANT FACTS & CONCLUSIONS

PROPERTY TYPE:	The subject of this appraisal contains approximately 6.40± acres of dedicated roadways within Phases 2, 6, 8, 9, and 11 of the Harris Ranch Subdivision.
LOCATION:	The subject property is located within the Barber Junction @ Harris Ranch Subdivision located south of E. Warm Springs Ave. and north of S. Eckert Road, Boise, Ada County, Idaho.
OWNERS OF RECORD:	Harris Family Limited Partnership & Barber Valley Development
PARCEL SIZE/CONFIGURATION:	According to the provided plat map the parcel contains 6.40± acres of dedicated roadway. The subject's larger parcel (19.31± acres) to be valued in conjunction with the ATF methodology is identified as the contiguous land for the Harris Ranch Subdivision, Blocks SW9, SW10, SE1, SE2, SE3, and SE4. A metes and bounds legal description was not provided.
ZONING:	(SP - 01) Harris Ranch Specific District - Entire Site Mixed Use Residential - Med/High
PROPERTY TAX ID NUMBER:	According to the Ada County Assessor there are no tax parcel numbers for the subject roadways.
VALUE ESTIMATED:	ATF Value "Hypothetical" as though vacant prior to development as of the retrospective date of value.
PROPERTY RIGHTS APPRAISED:	Fee Simple Estate
HIGHEST AND BEST USE:	"Hypothetical" Residential Development
ESTIMATED EXPOSURE TIME:	12± months (As Vacant)
ESTIMATED MARKETING TIME:	12± months (As Vacant)

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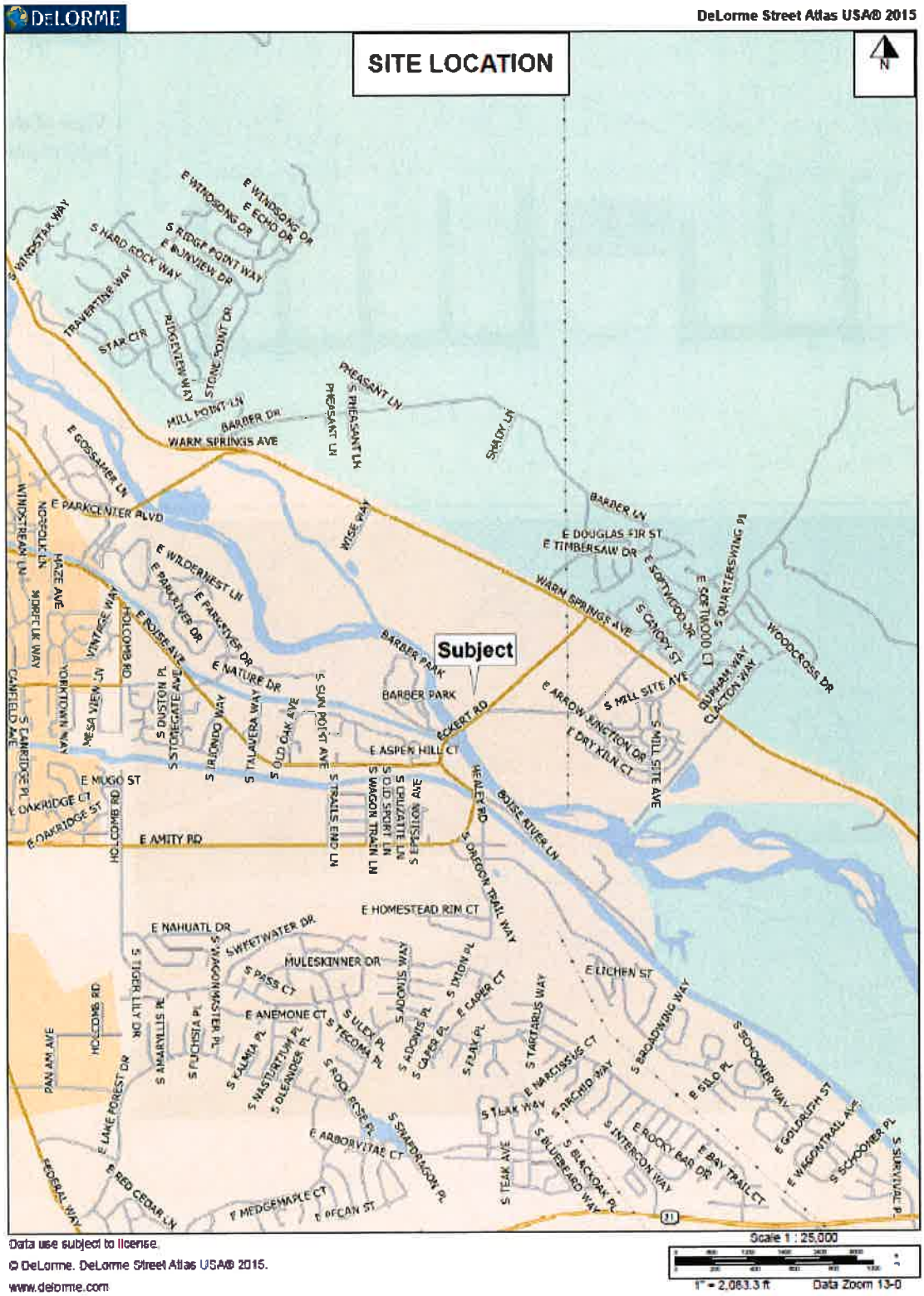

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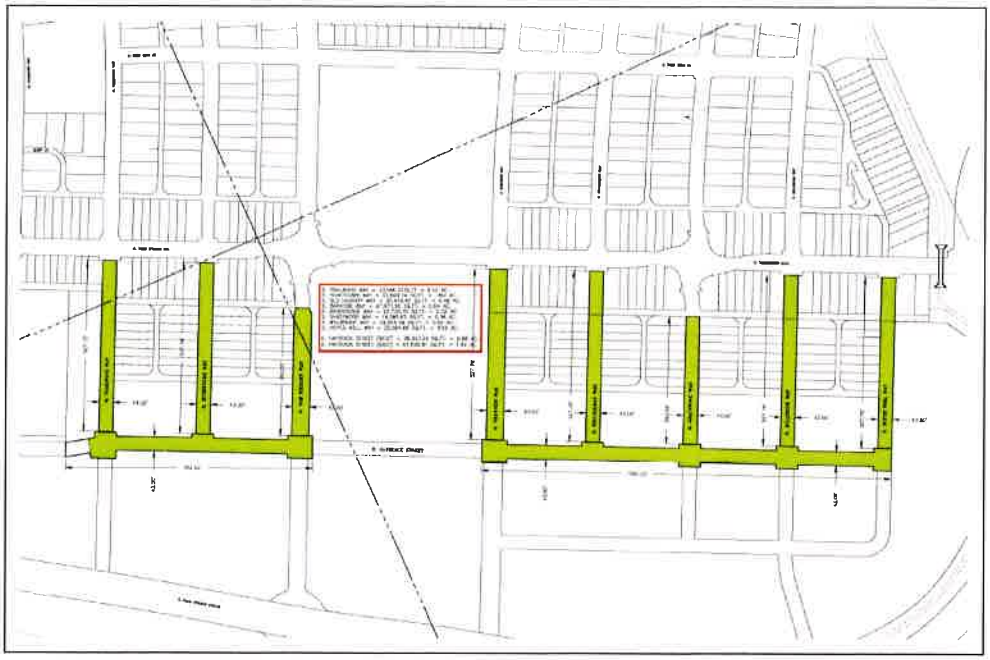

Ada County Assessor

View of the subject parcels

All Photos Taken:
7/25/2020
By: GC

S. Trailwood Way

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S. Honeycomb Way.

S. Old Hickory Way.

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E. Haystack Street (West)

S. Hopes Well Way.

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S. Millbrook Way.

S. Shadywood Way

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S. Brookridge Way.

S. Barnside Way.

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PART I – DEFINITION OF THE APPRAISAL PROBLEM

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DEFINITIONS & BACKGROUND INFORMATION

IDENTIFICATION OF THE PROPERTY

Physical Description: The subject of this appraisal contains approximately 6.40± acres of dedicated roadways within Phases 2, 6, 8, 9, and 11 of the Harris Ranch Subdivision located south of E. Warm Springs Ave. and north of S. Eckert Road, Boise, Ada County, Idaho.

Legal Description: Harris Ranch Subdivision, Blocks SW9, SW10, SE1, SE2, SE3, and SE4.

Flood Zone Classification: Review of the FIRM map applicable to the subject indicates (Panel# FM16001C0284H) that the majority of the Subject site is located within the 500yr flood zone. According to the project engineer the parcels of the subject site will be removed from the Flood Plain as demand dictates. Based upon our experience with the Harris Ranch Project and conversations with the project engineer indicated that it is typical of some of the parcels in Harris Ranch Development will be filled raising the site above the minimum flood elevation and then removed from the Flood Zone through a map revision where flood insurance would not be required for these lots. **It is an extraordinary assumption of this report that a FEMA map revision will occur and the lots will be reclassified outside of Flood Zone and no flood insurance will be required.**

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HISTORY OF THE SUBJECT PROPERTY

The historical use of the site, as well as immediate surrounding sites has been rural residential/agricultural in nature. According to the Ada County Assessor's office the subject is currently owned by the Harris Family Limited Partnership & Barber Valley Development.

The larger parcel of which the subject is a portion was transferred from the Harris Family Ranch to the current owner in April 2004. A portion of the larger parcel included an option purchase by Blackrock Homes which included 64 single family townhouse lots in 2 "takedowns" of 32 lots each for $75,000/lot, or a total of $4,800,000. The developer indicated that the final takedown is scheduled for January 1, 2021. Additional details of this transfer were not provided for the purposes of this appraisal. No other sales are known to have occurred during the 3-year reporting period required by USPAP.

The subject acreage is included in the Harris Ranch Specific District which was approved by the Boise City Council on June 20, 2007.

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SCOPE OF THE APPRAISAL

The subject of this appraisal contains approximately 6.40± acres of dedicated roadway within Phases 2, 6, 8, 9, and 11 of the Harris Ranch Subdivision. For the purposes of this analysis the appraisal is based on a "Hypothetical" condition that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and is included as vacant residential development land to be developed, as of the retrospective dates outlined in this report, as part of the Harris Ranch Subdivision and is to be valued as part of the subject's larger parcel of 19.31± acres prior to development based upon the premise that the parcels could have been developed. The Sales Comparison or Market Data Approach is considered most applicable method in the valuation of the subject site. Comparable land sales deemed substitutable alternatives were available providing an indication of the subject's potential land value.

We have formed an opinion of the ATF (Across-the-fence) value (as defined in the report), for the Fee Simple Estate of the subject property based on the Across-the-Fence methodology.

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

"[The "ATF" valuation] is based on the premise that the corridor land should be worth at least as much as the land through which it passes. Using this approach, the corridor is typically divided into segments or districts of similar utility based on the adjacent land use. Then the value of a typical parcel of adjacent land within the district is applied to that portion of the corridor to arrive at its market value. Finally the values of each of the segments or districts of the corridor are added together to estimate the ATF value of the total corridor."[2]

In an effort to collect all data relevant to the formulation of an opinion of market value, information on physical, economic, legal, and social influences upon the subject property were researched through interviews and conversations with various public agencies and local real estate market participants. Relevant and necessary investigations were undertaken in the local and regional marketplace to identify and summarize applicable sales of properties, which might assist in the estimation of the subject's market value potential.

[2] Arthur G. Rahm, "Across the Fence Methodology for Valuation of Corridors: What Is It and How Is It Used?," *The Appraisal Journal*, July 2001, 270.

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A summary examination of the data acquired, and the reasoning and conclusions based thereupon, are presented in the body of the report to follow.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to provide a "Hypothetical" ATF (Across-the-Fence) Market Value as of the retrospective date of the underlying land value of the subject parcel and to clearly communicate the data and reasoning leading to the formulation of the value estimates for the purposes of a cost reimbursement of land value from the Harris Ranch Community Infrastructure District.

INTENDED USE/INTENDED USER OF THE APPRAISAL

As outlined in the engagement letter, contained in the Addenda for review, Mr. Doug Fowler, Barber Valley Development, Inc., has requested this report. It is the understanding of LANGSTON & ASSOCIATES, INC. that the intended use of this appraisal is for use by Barber Valley Development as the client to assist in establishing market value of the underlying roadway parcels under the "Hypothetical" conditions as previously discussed as of the retrospective dates of value. However, the intended use of the report, does not impact the estimation of value, as defined below. In addition, the intended users of the report are Barber Valley Development; City of Boise and the Harris Ranch Community Infrastructure District.

DEFINITION OF MARKET VALUE

The following definition is in compliance with FIRREA. Market value is defined by the Federal Deposit Insurance Corporation (FDIC) under FDIC Law, Regulations, Regulated Acts, Part 323 Appraisals, 323.2 Definitions (g):

MARKET VALUE: Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) Buyer and seller are typically motivated;

(2) Both parties are well informed or well advised, and acting in what they consider their own best interests;

(3) A reasonable time is allowed for exposure in the open market;

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(4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

(5) 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.

DEFINITION OF HYPOTHETICAL CONDITION

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

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

ACROSS-THE-FENCE (ATF)

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

Further explanation of the application of this concept is provided below:

"[The "ATF" valuation] is based on the premise that the corridor land should be worth at least as much as the land through which it passes. Using this approach, the corridor is typically divided into segments or districts of similar utility based on the adjacent land use. Then the value of a typical parcel of adjacent land within the district is applied to that portion of the corridor to arrive at its market value. Finally the values of each of the segments or districts of the corridor are added together to estimate the ATF value of the total corridor."[3]

DEFINITION OF PROPERTY RIGHTS APPRAISED

The property rights being appraised include the fee simple estate. Fee Simple is defined as follows:

> Possession of a title in fee establishes the interest in property known as the fee simple estate—i.e., absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the

[3] Arthur G. Rahm, "Across the Fence Methodology for Valuation of Corridors: What Is It and How Is It Used?," *The Appraisal Journal*, July 2001, 270.

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governmental powers of taxation, eminent domain, police power, and escheat.[4]

EFFECTIVE DATE OF THE VALUE ESTIMATE (RETROSPECTIVE)

Upon your request we have prepared retrospective dates of value as of July 24, 2015, January 2, 2018, September 4, 2018 and September 12, 2019. For the roadways currently under construction we have concluded the valuation based on the effective date of the appraisal, and July 25, 2020. Physical inspections of the property were conducted on July 25, 2020 and subsequent dates. The date of the report is indicated on the letter of transmittal. These dates are important because they set the critical point in time from which the appraiser examines the market and thus establishes the context for the value estimate.

CONFORMITY WITH USPAP

This appraisal has been developed in conformance with the current Uniform Standards of Professional Appraisal Practice as adopted by the Appraisal Standards board of The Appraisal Foundation. It conforms to the Standards of Professional Practice and Code of Ethics of the Appraisal Institute.

We are familiar with the type of property being appraised in this appraisal and with the market area in which it is located. Consequently, we found no need to take special measures to comply with the "Competency Provision" of the USPAP.

This appraisal does not include personal property that would be considered real property and would require a separate valuation.

STATE & LOCAL DATA

Considering the summary format of this report no state data sections have been presented. We have, however, included local information on the Boise metro market, including from the Idaho Department of Labor and Moody's Economy.com.

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[4]The Appraisal of Real Estate, 14th Edition, Chicago: Appraisal Institute.

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BOISE MSA AREA MARKET DATA
(INCLUDES – ADA, BOISE, CANYON, GEM, & OWYHEE COUNTIES)

Moody's Analytics

BOISE CITY ID

Data Buffet • MSA code: !USA_MBOI

ECONOMIC DRIVERS

HIGH TECH | RETIREE HAVEN | MANUFACTURING

EMPLOYMENT GROWTH RANK

2019-2021	2019-2024
68 (1st quintile)	14 (1st quintile)

Best=1, Worst=410

RELATIVE COSTS

LIVING	BUSINESS
104%	89%

U.S.=100%

VITALITY

RELATIVE: 130% (Rank: 24)

Best=1, Worst=403

QUALITY

OF LIFE: 106

Best=1, Worst=378

BUSINESS CYCLE STATUS

STRENGTHS & WEAKNESSES

STRENGTHS

- Above-average population growth and favorable migration flows.
- Cheaper living costs than in other large West Coast metro areas.
- Below-average business costs.

WEAKNESSES

- Above-average volatility tied to cyclical semiconductor industry.
- Lack of high-wage jobs outside of tech, manufacturing.

FORECAST RISKS

SHORT TERM ↓ | LONG TERM ↑

COVID-19 EXPOSURE JULY 2020: 182 (3rd quintile) Most=1 Least=403

UPSIDE

- Rebound in global semiconductor industry fuels stronger factory output and hiring.
- Housing-related employment and residential building rise more quickly.

DOWNSIDE

- COVID-19 does more damage.
- Global economy and foreign demand disappoint, and tech exports fall sharply.
- Shifting demographic trends lead to an extended period of subpar growth.

MOODY'S RATING

NR — COUNTY AS OF NOV 30, 2018

ANALYSIS

Recent Performance. Boise City has weathered initial damage from the COVID-19 pandemic better than most. Among metro areas and divisions with more than 500,000 citizens, only five shed fewer jobs than BOI from March to June. Employment in most sectors is higher than a year earlier and in retail and construction it is higher than its pre-pandemic level. Elsewhere, BOI's core manufacturing sector shed just 1% of its jobs compared with more than 5% nationwide, while leisure/hospitality payrolls dropped by 10% versus 25% nationwide. Only education/healthcare and government have behaved similarly to the U.S. average in terms of jobs. The jobless rate is back below 6%, half of the April peak and among the lowest in the West. A fly in the ointment, however, is the housing market, which has been one of the hottest in the U.S. but is slowing despite record low mortgage rates.

Hot spot. A spike in COVID-19 cases threatens to choke the recovery; Idaho moved through the first three stages of reopening quickly, but as cases surged the governor delayed a full reopening. BOI is emerging as a COVID-19 hot spot, with the number of cumulative cases in Ada and Canyon counties up ninefold since late June. BOI now ranks in the top 20% of infections per capita. Because of the spike, BOI's hospitals are rapidly filling up with COVID-19 patients. St. Luke's ran its intensive care unit at 130% of normal capacity in late July. Though this is not straining the system beyond its means yet, increased hospital bed demand has resulted in postponed lucrative elective surgeries, dampening hiring. Should new cases remain elevated, there is a possibility of new restrictions on businesses to control community spread that could threaten the recovery.

Tech. BOI's crucial tech manufacturing sector will fare better than average but will shed jobs well into 2021 before recovering. Micron, BOI's second largest employer, will benefit from strong sales to data centers. Despite facing headwinds due to falling electronics sales, Micron's revenue is strong. Micron's human capital further supports a small but growing startup industry, where critical global VC funding has not yet dried up. Risk aversion, visible in a falling number of deals, favors startups in the later stages of their development such as VisitPay and Covr. A viable talent pool and much lower business costs compared with tech hubs such as Seattle or San Francisco make BOI attractive to tech startups.

House prices. Despite record low mortgage rates that help ease the hit to affordability from rapid appreciation, house prices will rise much more slowly in BOI in the coming year. BOI is coming off a run as one of the hottest housing markets in the U.S. thanks to West Coast retiree in-migration. However, seniors are among the most susceptible to the virus and will delay moving until the risk of infection is lower. As migration suffers, so too will household formation and demand for homes. The slump will worsen the longer the recession lasts, as demand from existing residents suffers from declining labor income. Idaho has already let its eviction moratorium expire and similar federal rules expired in late July, putting renters and landlords at higher default risk. Fewer listings and low inventories have kept house price gains above those nationally, but the pace will slow further without more homebuyers.

Boise City's outlook has weakened because of a surge in cases that will jeopardize the recovery if there are new restrictions to contain the virus. A solid tech presence will help manufacturing, but per capita income will lag as high-wage jobs in healthcare are lost. Longer term, stellar population trends will ensure that BOI bests the West and nation.

Martin A. Wurm *1-866-275-3266*
July 2020 *help@economy.com*

2014	2015	2016	2017	2018	2019	INDICATORS	2020	2021	2022	2023	2024	2025
26.7	27.6	28.8	30.5	32.3	33.4	Gross metro product (C12$ bil)	32.1	33.6	36.4	39.0	40.8	42.5
3.2	3.6	4.2	6.0	5.8	3.5	% change	-3.9	4.7	8.4	6.9	4.8	4.1
282.4	292.0	304.7	316.9	332.3	344.7	Total employment (ths)	333.5	334.0	349.4	364.8	373.3	378.3
3.2	3.4	4.3	4.0	4.9	3.7	% change	-3.2	0.2	4.6	4.4	2.3	1.3
4.7	4.0	3.7	3.1	2.8	2.7	Unemployment rate (%)	6.1	6.3	5.1	3.7	3.6	3.6
7.4	6.8	4.8	6.7	7.3	6.6	Personal income growth (%)	3.6	-0.2	7.4	7.8	6.7	6.0
51.1	53.0	54.1	57.3	61.4	63.7	Median household income ($ ths)	64.5	63.4	65.9	68.6	70.9	72.8
662.6	674.6	691.3	709.7	728.9	749.2	Population (ths)	773.3	790.8	805.5	820.9	836.9	852.8
2.1	1.8	2.5	2.7	2.7	2.8	% change	3.2	2.3	1.9	1.9	2.0	1.9
9.1	7.9	12.8	14.8	15.8	16.7	Net migration (ths)	20.3	13.6	10.8	11.6	12.2	12.2
3,481	4,295	5,383	6,275	6,923	7,570	Single-family permits (#)	6,274	7,029	9,402	9,778	9,649	9,556
1,702	1,204	1,375	1,634	1,994	3,062	Multifamily permits (#)	1,242	1,276	1,613	1,707	1,719	1,661
171.6	184.5	201.9	225.0	260.5	293.1	FHFA house price (1995Q1=100)	311.7	293.3	281.7	280.8	280.6	286.0

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ECONOMIC HEALTH CHECK

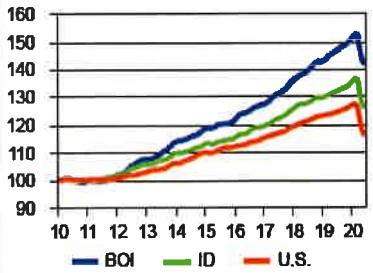
3-MO MA	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20
Employment, change, ths	0.7	1.1	1.0	-3.3	-6.7	-8.1
Unemployment rate, %	2.7	2.6	2.5	5.7	8.1	9.2
Labor force participation rate, %	65.4	65.4	65.4	65.4	65.2	65.3
Average weekly hours, #	34.8	35.1	35.0	34.8	34.5	34.4
Industrial production, 2012=100	118.0	118.2	117.4	113.6	109.3	107.7
Residential permits, single-family, #	8,532	9,138	8,635	7,584	6,019	5,758
Residential permits, multifamily, #	2,703	1,742	1,840	2,038	1,733	1,206
Dec/Dec	**Dec 14**	**Dec 15**	**Dec 16**	**Dec 17**	**Dec 18**	**Dec 19**
Employment, change, ths	7.6	12.1	11.8	13.1	15.4	11.6

Better than prior 3-mo MA | Unchanged from prior 3-mo MA | Worse than prior 3-mo MA

Sources: BLS, Census Bureau, Moody's Analytics

BUSINESS CYCLE INDEX

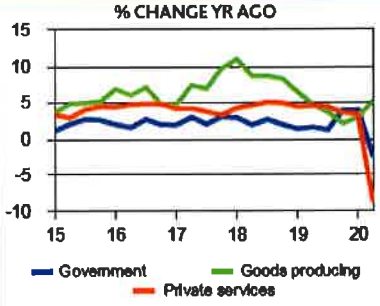
JAN 2010=100



Source: Moody's Analytics

CURRENT EMPLOYMENT TRENDS

% CHANGE YR AGO



Sources: BLS, Moody's Analytics

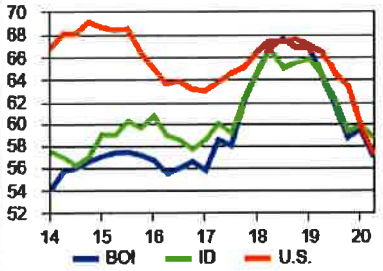
% CHANGE YR AGO, 3-MO MA

	Jun 19	Dec 19	Jun 20
Total	4.0	3.2	-4.8
Mining	5.1	2.5	12.9
Construction	9.0	6.5	11.1
Manufacturing	0.9	-1.9	-0.6
Trade	3.3	4.4	-2.4
Trans/Utilities	3.6	3.3	3.9
Information	1.4	4.7	-17.1
Financial Activities	4.5	5.7	6.0
Prof & Business Svcs.	3.0	1.9	-1.5
Edu & Health Svcs.	6.4	5.0	-10.5
Leisure & Hospitality	4.4	-0.1	-26.3
Other Services	8.2	5.6	-18.4
Government	1.4	3.7	-2.1

Sources: BLS, Moody's Analytics

DIFFUSION INDEX

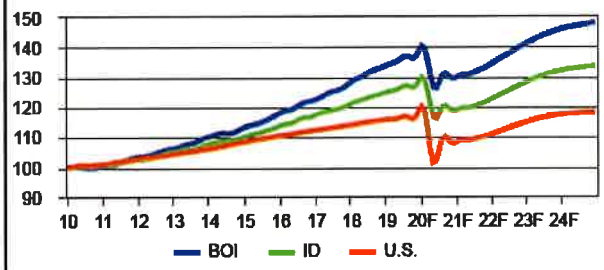
3-DIGIT NAICS LEVEL, 6-MO MA



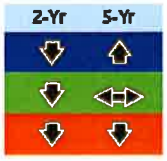
Sources: BLS, Moody's Analytics

RELATIVE EMPLOYMENT PERFORMANCE

JAN 2010=100



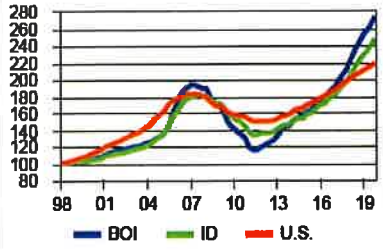
FORECAST VS. 6 MO PRIOR



Sources: BLS, Moody's Analytics

HOUSE PRICE

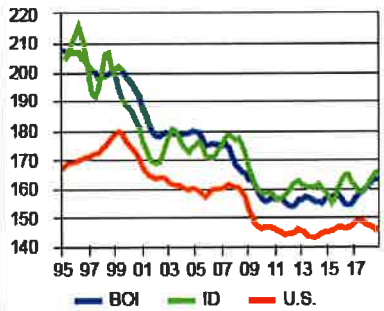
1998Q1=100, NSA



Sources: FHFA, Moody's Analytics

RENTAL AFFORDABILITY

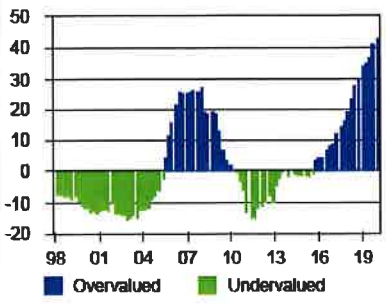
GREATER THAN 100=MORE AFFORDABLE



Sources: Census Bureau, BLS, Moody's Analytics

HOUSE PRICE TRENDS

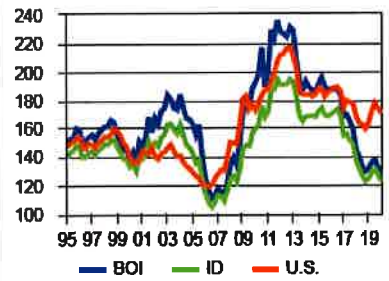
%



Sources: FHFA, Moody's Analytics

HOUSING AFFORDABILITY

GREATER THAN 100=MORE AFFORDABLE



Sources: NAR, Moody's Analytics

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EMPLOYMENT AND INDUSTRY

TOP EMPLOYERS

St. Luke's Health System	13,600
Micron Technology Inc.	5,900-6,000
Boise State University	3,500-3,600
St. Alphonsus Regional Medical Center	3,400-3,500
Walmart Inc.	2,800-2,900
Wells Fargo	2,282
The Kroger Co.	2,076
Idaho Power Co.	2,057
J.R. Simplot Co.	1,800-1,900
Hewlett-Packard Co.	1,800-1,900
Albertson's	1,800-1,900
Qwest Communications International Inc.	1,600
Kootenai Health	1,504
WinCo	1,400-1,500
CenturyLink	1,400
U.S. Bank	1,307
DirecTV	1,263
Citigroup	1,200
The Amalgamated Sugar Co. LLC	1,100
Blue Cross of Idaho	840

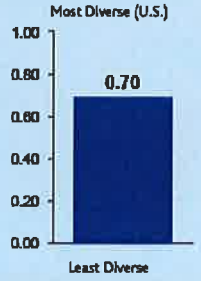
Sources: City of Boise, 2017, Idaho Business Review, 2017

PUBLIC

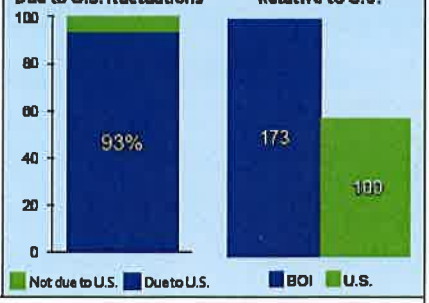
Federal	6,603
State	15,435
Local	26,630

2019

INDUSTRIAL DIVERSITY

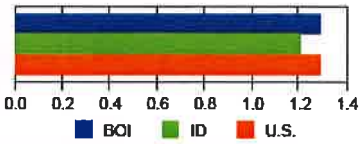


EMPLOYMENT VOLATILITY



ENTREPRENEURSHIP

EMPLOYMENT IN NEW COMPANIES, % OF TOTAL



Sources: Census Bureau, Moody's Analytics, avg 2012-2016

EXPORTS

Product	$ mil
Food and kindred products	222.1
Chemicals	192.6
Primary metal manufacturing	ND
Fabricated metal products	ND
Machinery, except electrical	161.1
Computer and electronic products	1,601.3
Transportation equipment	ND
Miscellaneous manufacturing	ND
Other products	448.2
Total	2,771.7

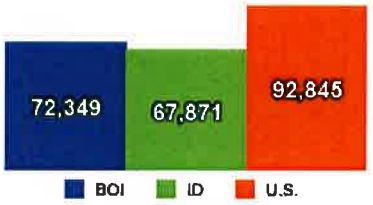
Destination	$ mil
Africa	6.9
Asia	1,785.3
European Union	328.5
Canada & Mexico	556.2
South America	51.0
Rest of world	43.8
Total	2,771.7

% of GDP	*7.8*
Rank among all metro areas	*91*

Sources: BEA, International Trade Administration, Moody's Analytics, 2018

PRODUCTIVITY

REAL OUTPUT PER WORKER, $



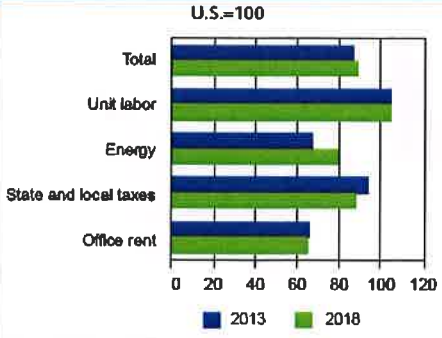
Sources: BEA, Moody's Analytics, 2018

COMPARATIVE EMPLOYMENT AND INCOME

	% OF TOTAL EMPLOYMENT			AVERAGE ANNUAL EARNINGS		
Sector	BOI	ID	U.S.	BOI	ID	U.S.
Mining	0.1	0.3	0.5	nd	$50,287	$116,978
Construction	7.6	6.9	5.0	$63,329	$55,066	$70,269
Manufacturing	8.5	9.0	8.5	$106,619	$80,471	$85,599
Durable	*73.0*	*57.0*	*62.8*	*nd*	*$84,913*	*$88,671*
Nondurable	*27.0*	*43.0*	*37.2*	*nd*	*$74,031*	*$80,447*
Transportation/Utilities	3.3	3.4	4.1	nd	$52,661	$59,566
Wholesale Trade	4.6	4.1	3.9	nd	$72,426	$91,334
Retail Trade	11.1	11.6	10.4	$37,546	$35,943	$36,556
Information	1.3	1.2	1.9	nd	$53,097	$126,606
Financial Activities	5.6	4.8	5.8	nd	$32,299	$60,394
Prof. and Bus. Services	14.8	12.7	14.1	nd	$51,488	$74,157
Educ. and Health Services	14.9	14.6	16.0	$54,468	$50,936	$58,080
Leisure and Hosp. Services	10.4	10.9	11.0	nd	$22,115	$29,939
Other Services	3.7	3.5	3.9	$36,679	$33,960	$40,079
Government	14.1	16.7	15.0	$64,003	$59,507	$80,867

Sources: Percent of total employment — BLS, Moody's Analytics, 2019, Average annual earnings — BEA, Moody's Analytics, 2018

BUSINESS COSTS



Source: Moody's Analytics

HIGH-TECH EMPLOYMENT

	Ths	% of total
BOI	21.5	6.2
U.S.	7,498.9	5.0

HOUSING-RELATED EMPLOYMENT

	Ths	% of total
BOI	43.7	12.7
U.S.	14,552.2	9.6

Source: Moody's Analytics, 2019

LEADING INDUSTRIES BY WAGE TIER

	NAICS	Industry	Location Quotient	Employees (ths)
HIGH	6221	General medical and surgical hospitals	1.2	11.4
	3344	Semiconductor & other elect. comp. manuf.	10.7	8.3
	GVF	Federal Government	1.1	6.2
	5511	Management of companies & enterprises	0.9	4.4
MID	GVS	State Government	1.4	14.5
	6211	Offices of physicians	1.0	5.0
	2382	Building equipment contractors	1.1	4.7
	5221	Depository credit intermediation	1.1	3.9
	GVL	Local Government	0.8	24.5
LOW	7225	Restaurants and other eating places	1.0	21.0
	FR	Farms	1.4	7.7
	5613	Employment services	1.0	7.2

Source: Moody's Analytics, 2019

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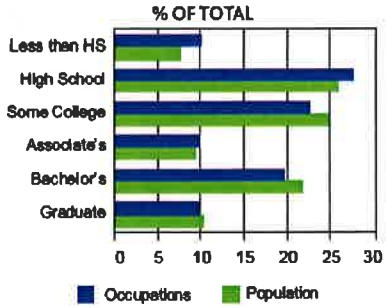
SKILLS MISMATCH



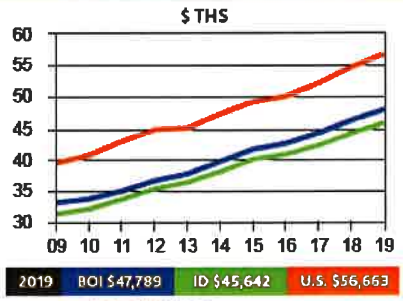
Sources: Census Bureau, ACS, Moody's Analytics, 2018

ECONOMIC DISENFRANCHISEMENT

Index	2018	Rank*
Gini coefficient	0.44	300
Palma ratio	2.6	371
Poverty rate	10.3%	324

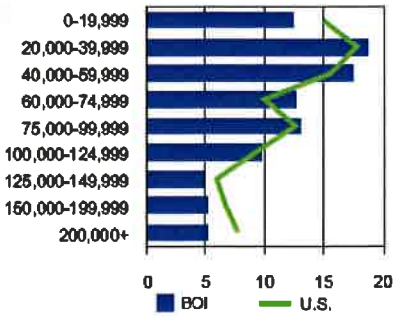
*Most unequal=1; Most equal=403

PER CAPITA INCOME



Sources: BEA, Moody's Analytics

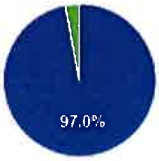
HOUSEHOLDS BY INCOME, %



Sources: Census Bureau, ACS, Moody's Analytics, 2018

COMMUTER FLOWS

RESIDENTS WHO WORK IN BOI



Top Five Outside Sources of Jobs

Boise City ID	Share
Seattle WA	0.1
Twin Falls ID	0.1
Oakland CA	0.1
Sumter SC	0.1
Denver CO	0.0

WORKERS WHO LIVE IN BOI

Top Five Outside Sources of Workers

Boise City ID	Share
Twin Falls ID	0.1
Idaho Falls ID	0.0
New Orleans LA	0.0
Portland OR	0.0
Pocatello ID	0.0

Sources: Census Bureau, Moody's Analytics, avg 2011-2015

MIGRATION FLOWS

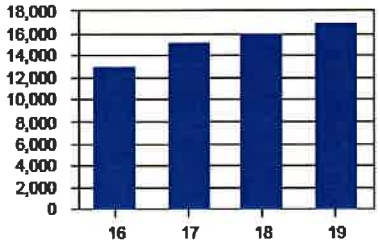
INTO BOISE CITY ID

	Number of Migrants
Portland OR	1,321
Riverside CA	1,212
Seattle WA	1,140
Los Angeles CA	1,046
Sacramento CA	906
San Diego CA	896
Anaheim CA	893
Oakland CA	779
Phoenix AZ	775
Twin Falls ID	734
Total in-migration	*36,162*

FROM BOISE CITY ID

Phoenix AZ	682
Portland OR	598
Twin Falls ID	489
Seattle WA	479
Salt Lake City UT	401
Idaho Falls ID	381
Las Vegas NV	334
Provo UT	310
Coeur d'Alene ID	304
Pocatello ID	275
Total out-migration	*21,880*
Net migration	**14,282**

NET MIGRATION,

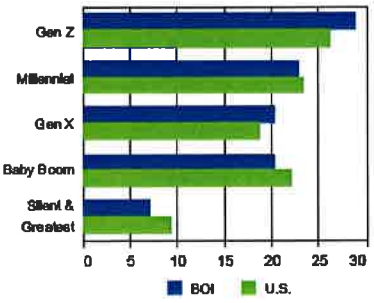


	2016	2017	2018	2019
Domestic	11,438	14,203	15,860	16,759
Foreign	1,371	627	-69	-75
Total	12,809	14,830	15,791	16,684

Sources: IRS (top), 2018, Census Bureau, Moody's Analytics

GENERATIONAL BREAKDOWN

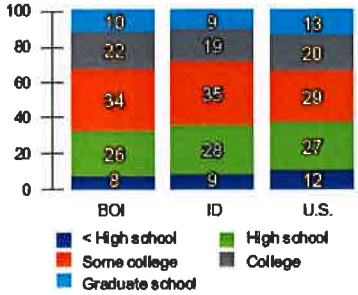
POPULATION BY GENERATION, %



Sources: Census Bureau, Moody's Analytics, 2018

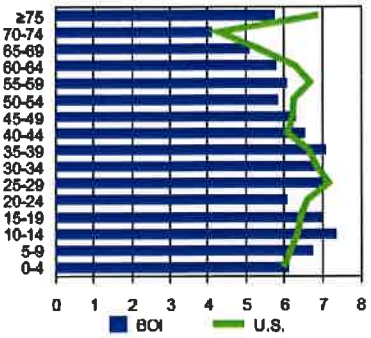
EDUCATIONAL ATTAINMENT

% OF ADULTS 25 AND OLDER



Sources: Census Bureau, ACS, Moody's Analytics, 2018

POPULATION BY AGE, %



Sources: Census Bureau, Moody's Analytics, 2019

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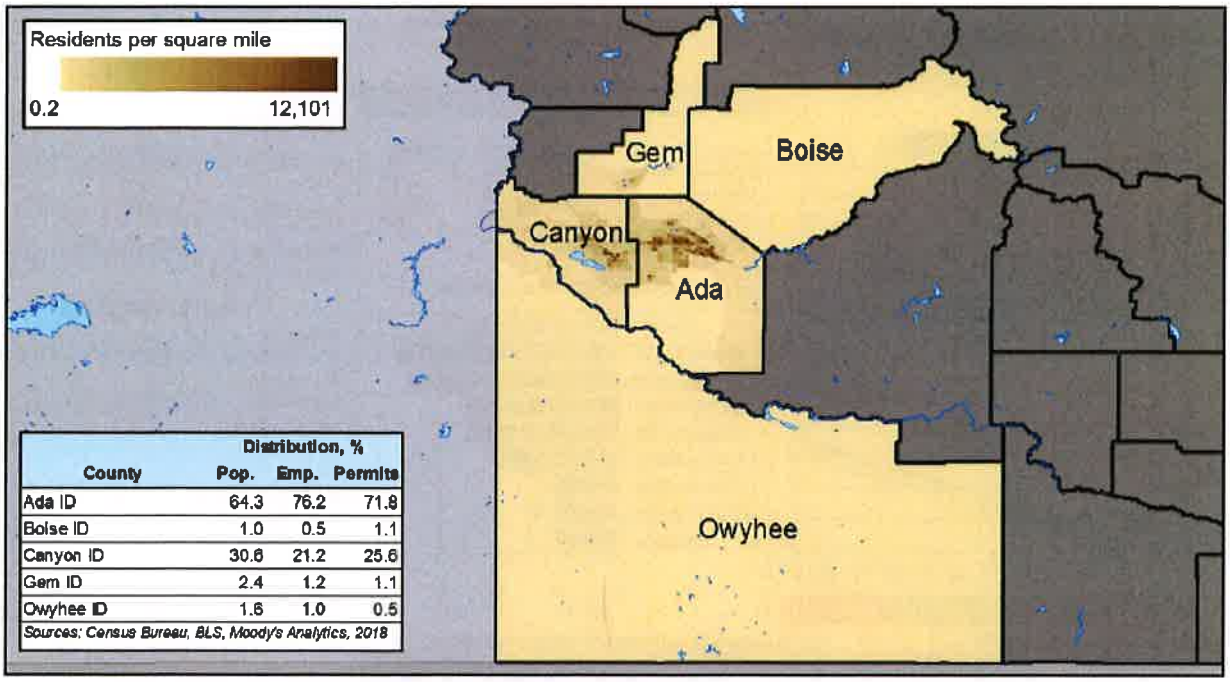
GEOGRAPHIC PROFILE

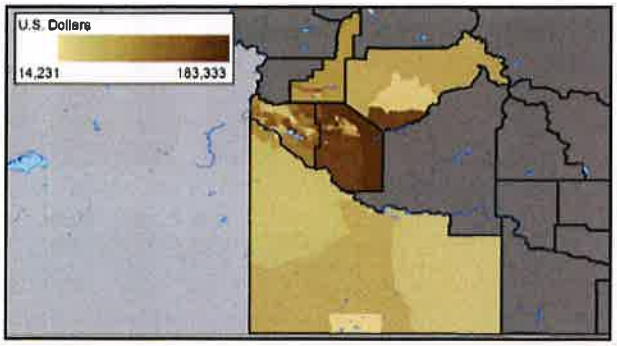
POPULATION DENSITY



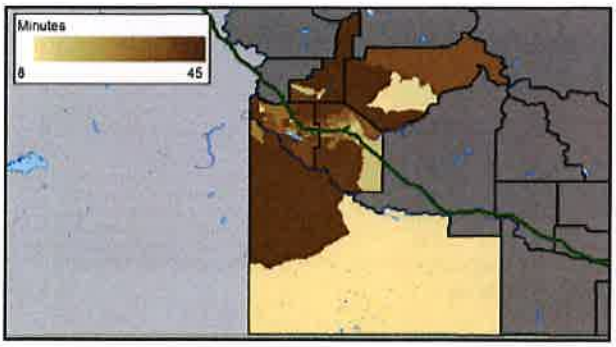
County	Distribution, % Pop.	Emp.	Permits
Ada ID	64.3	76.2	71.8
Boise ID	1.0	0.5	1.1
Canyon ID	30.6	21.2	25.6
Gem ID	2.4	1.2	1.1
Owyhee ID	1.6	1.0	0.5

Sources: Census Bureau, BLS, Moody's Analytics, 2018

MEDIAN HOUSEHOLD INCOME



MEDIAN COMMUTE TIME



POPULATION & HOUSING CHARACTERISTICS

	Units	Value	Rank*
Total area	sq mi	11,833.4	6
Total water area	sq mi	67.7	169
Total land area	sq mi	11,765.6	6
Land area - developable	sq mi	1,195.6	111
Land area - undevelopable	sq mi	10,570.1	6
Population density	pop. to developable land	546.9	118
Total population	ths	749.2	92
U.S. citizen at birth	% of population	91.6	220
Naturalized U.S. citizen	% of population	3.3	167
Not a U.S. citizen	% of population	3.8	183
Median age		36.9	273
Total housing units	ths	283.3	101
Owner occupied	% of total	67.3	18
Renter occupied	% of total	27.4	276
Vacant	% of total	5.3	384
1-unit; detached	% of total	74.9	34
1-unit; attached	% of total	3.6	221
Multifamily	% of total	15.4	343
Median year built		1993	

** Areas & pop. density, out of 410 metro areas/divisions, including metros in Puerto Rico; all others, out of 403 metros.*

Sources: Census Bureau, Moody's Analytics, 2018 except land area 2010

Sources: ACS, Moody's Analytics

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Recent Performance

Boise City has weathered initial damage from the COVID-19 pandemic better than most. Among metro areas and divisions with more than 500,000 citizens, only five shed fewer jobs than BOI from March to June. Employment in most sectors is higher than a year earlier and in retail and construction it is higher than its pre-pandemic level. Elsewhere, BOI's core manufacturing sector shed just 1% of its jobs compared with more than 5% nationwide, while leisure/hospitality payrolls dropped by 10% versus 25% nationwide. Only education/healthcare and government have behaved similarly to the U.S. average in terms of jobs. The jobless rate is back below 6%, half of the April peak and among the lowest in the West. A fly in the ointment, however, is the housing market, which has been one of the hottest in the U.S. but is slowing despite record low mortgage rates.

Tech

BOI's crucial tech manufacturing sector will fare better than average but will shed jobs well into 2021 before recovering. Micron, BOI's second largest employer, will benefit from strong sales to data centers. Despite facing headwinds due to falling electronics sales, Micron's revenue is strong. Micron's human capital further supports a small but growing startup industry, where critical global VC funding has not yet dried up. Risk aversion, visible in a falling number of deals, favors startups in the later stages of their development such as VisitPay and Covr. A viable talent pool and much lower business costs compared with tech hubs such as Seattle or San Francisco make BOI attractive to tech startups.

Housing

Despite record low mortgage rates that help ease the hit to affordability from rapid appreciation, house prices will rise much more slowly in BOI in the coming year. BOI is coming off a run as one of the hottest housing markets in the U.S. thanks to West Coast retiree in-migration. However, seniors are among the most susceptible to the virus and will delay moving until the risk of infection is lower. As migration suffers, so too will household formation and demand for homes. The slump will worsen the longer the recession lasts, as demand from existing residents suffers from declining labor income. Idaho has already let its eviction moratorium expire and similar federal rules expired in late July, putting renters and landlords at higher default risk. Fewer listings and low inventories have kept house price gains above those nationally, but the pace will slow further without more homebuyers.

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Boise City Data Conclusion

Boise City's outlook has weakened because of a surge in cases that will jeopardize the recovery if there are new restrictions to contain the virus. A solid tech presence will help manufacturing, but per capita income will lag as high-wage jobs in healthcare are lost. Longer term, stellar population trends will ensure that BOI bests the West and nation.

Boise Metro Information

Boise is not only the capital of Idaho, but the center of commerce, politics, population, cultural events, and the blue field that personifies the Boise State Broncos. As a high desert community resting at the foot of the mountains, it is surrounded by thriving bedroom communities rich in their own histories and economies, bringing the metro area population to approximately 773,300.

Although Boise is famous for the potato market, it has an equally vibrant economic environment for high-tech, healthcare, education, transportation, service, tourism, and retail industries. Many nationally and globally recognized corporations have a home in Boise including Micron Technology, Hewlett Packard, DirecTV, J.R. Simplot Company, MotivePower, Materne, and many others.

Forbes consistently ranks Boise as one of the top places in the country to do business, high quality of life, raising a family, entertainment, and recreation. Boise has seen increased development with The Village at Meridian, the Eighth & Main Building, and the under construction City Center Plaza and JUMP Project.

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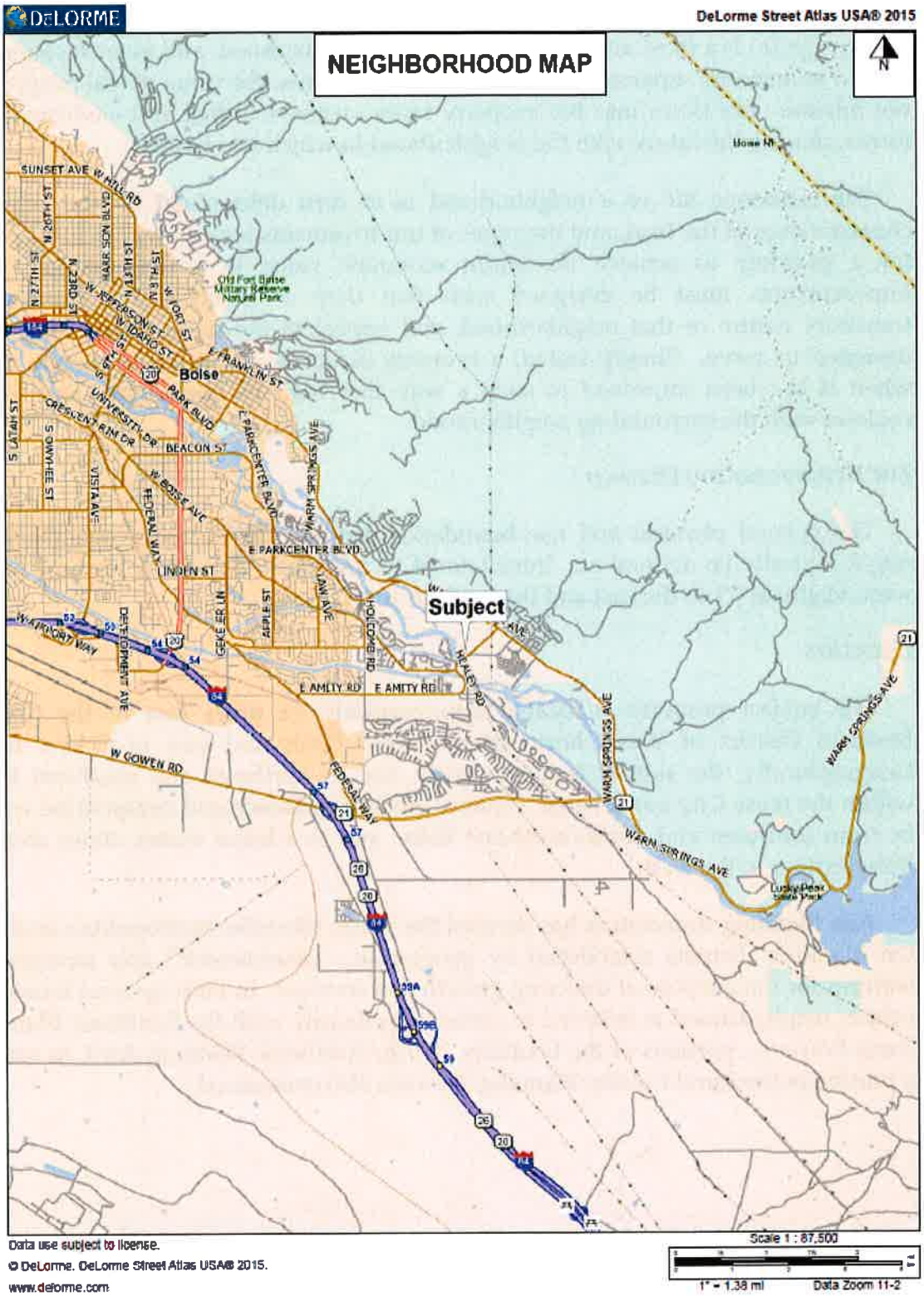

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NEIGHBORHOOD DATA

A property is a fixed and integral part of its neighborhood, and as such cannot be treated as an entity separate from its environment. Thus, the value of real property is not intrinsic, but flows into the property from various external and environmental forces, sharing the future with the neighborhood in which it is located.

The economic life of a neighborhood is in turn determined by the physical characteristics of the land, and the types of improvements located within it. In order for a property to achieve maximum economic value in a neighborhood, the improvements must be designed such that they complement the existing or transitory nature of that neighborhood, and appeal to the users which they were designed to serve. Simply stated, a property achieves maximum economic value when it has been improved in such a way that both its appearance and utility coalesce with the surrounding neighborhood.

THE NEIGHBORHOOD DEFINED

The general physical and use boundaries defining the subject's neighborhood might logically be defined as: Interstate 84 to the south, Broadway Avenue to the west, Highway 21 to the east and the foothills to the north.

LOCATION

The subject property is located approximately 5± miles east of the Central Business District of Boise, north of the Boise River and east of Eckert Road. Geographically, the subject is most closely tied to northeast and southeast Boise within the Boise City impact area. Primary areas of influence and competition would be from southeast and north/northeast Boise, and to a lesser extent, those areas of Boise further to the west.

Ada Planning Association has divided the Boise/Meridian metropolitan area into ten planning districts established by geographic, "planimeteric" and topographic features for the purpose of directing growth and services. In more general terms, the subject neighborhood is believed to correlate primarily with the Southeast Planning Area; however, portions of the Foothills, North/Northeast Planning Area, as well as a portion of the Rural County Planning Area are also considered.

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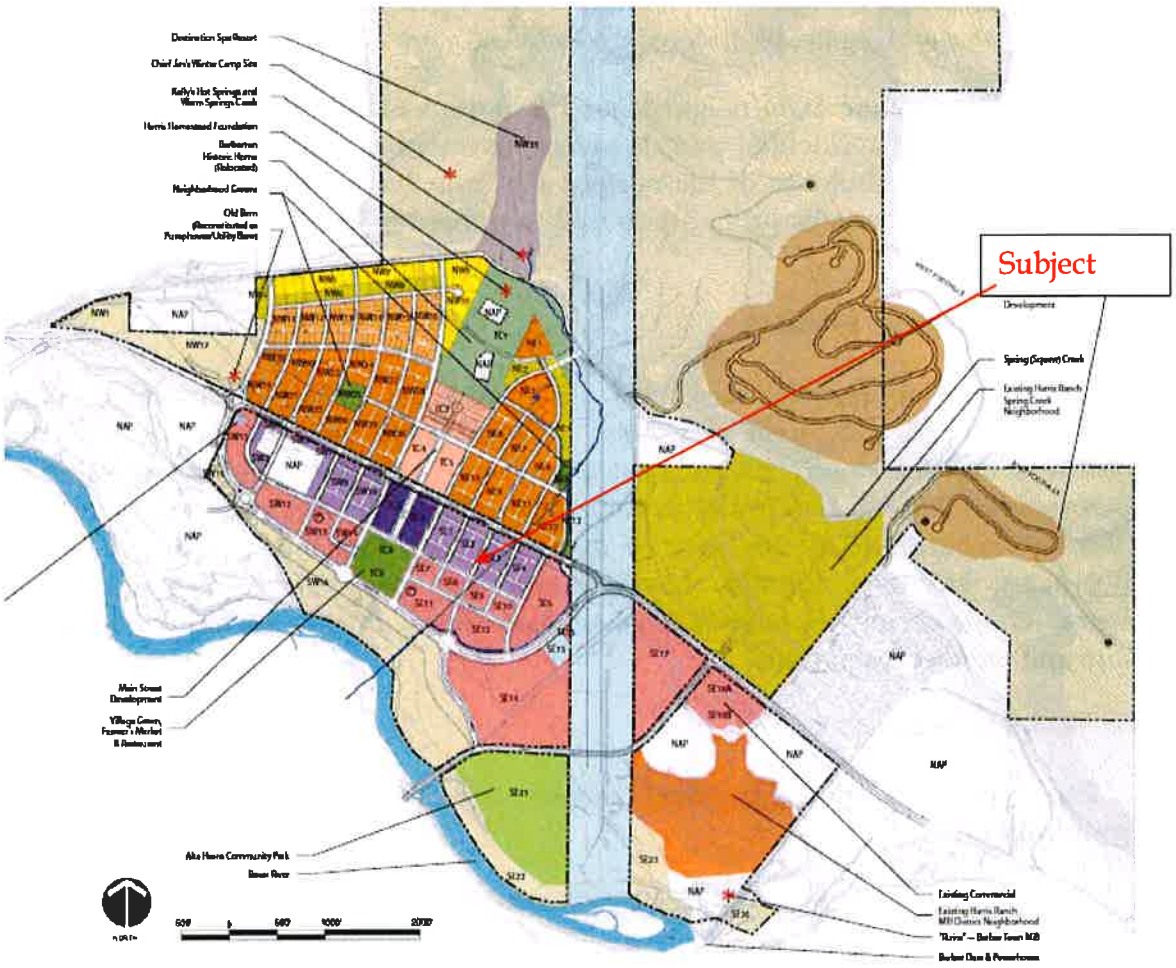
Harris Family Specific District

The subject is included as a portion of the larger Harris Ranch Development. Presented below is a map of the larger Harris Ranch Development as approved by the Boise City Council.



EAST PARK CENTER BRIDGE

As a requirement of previous City of Boise approvals, the Harris Ranch Development was limited to its current size until the East Park Center Bridge proposed for the western edge of the development was completed. The bridge has been completed and now provides additional access between Harris Ranch and the Boise Central Business District across the Boise River. The previous limitations have since been lifted.

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LAND USE PATTERNS

The influences of the subject's neighborhood range from agricultural and quasi-agricultural uses to residential development. The majority of improvements include detached, single-family residences. Residential development includes a variety of development ranging from aged residences with agricultural acreage to newer rural acreage estates and, again, high-density subdivision projects.

The subject's immediate neighborhood is approximately 60%-70% built-up. A limited number of residential parcels are evident within the subject neighborhood considering the desirability of the northeast planning area. There are a number of residential improvements, primarily in mid-to-upper range income levels, located in this area.

RETAIL/COMMERCIAL SERVICES

The general commercial area most influencing the subject is located near the intersection of Apple Street and Boise Avenue, approximately 3± miles to the southwest and the Family Center located 3± miles to the south along Federal Way. Uses include various residential developments falling in the mid-to-upper range. Primary anchors within this area of extensive commercial development include Albertsons, Hastings, RiteAid, Lowes, Zamzows, Kentucky Fried Chicken and others. Other businesses include a convenience store, a bank, Hallmark, an Axiom Gym and various restaurants.

RECREATION

The immediate neighborhood offers access to abundant recreational opportunities.

- Boise's 15± mile paved bicycle/pedestrian/roller blade path - The Green Belt - runs parallel with Warm Springs Avenue along the Boise River. This path leads north to Lucky Peak Reservoir and west through the city of Boise.

- Barber Park, located near the intersection of Eckert Road and Boise Avenue, offers raft/inner tube rentals in the summer as well as the typical park amenities.

- The city's Shakespeare Festival Outdoor Amphitheater is located to the east of the subject along Warm Springs Road. This outdoor stage hosts various William Shakespeare plays throughout the summer months and offers concessions to patrons.

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MULTI-FAMILY RESIDENTIAL CHARACTERISTICS

The multi-family sector is limited throughout the neighborhood, however, a new 162 unit project is presently under construction east of the subject in Barber Station project. However areas to the south of the neighborhood have recently shown increases in the multi-family sector. General apartment rental rates range between $850 and $2,000 per month with the tenant paying electricity. On a city-wide basis, multi-family rates trend between 0% and 5%. In our opinion, the likelihood of a trending toward mid-range would be reasonable for the subject's immediate area, due to the desirability of the location in this sector of the community.

The subject's immediate area appears to develop effective single-family residential demand within the mid- to upper-mid income levels, with a general improved residential price range of $350,000 to $800,000+. Projects exceeding this price range were also noted.

SINGLE-FAMILY RESIDENTIAL MARKET COMPETITION

Within the general neighborhood (to include portions of southeast Boise), a variety of single-family projects provide housing alternatives for a variety of income classifications. Due to growth patterns for higher density projects, dependent on the availability of public utility services and thus dependent upon proximity to urban or urban impact areas, competing projects are not limited to the Boise Planning Areas; and to an extent, due to the availability of infrastructure which allows higher density developments, some areas surrounding the city of Meridian and the city of Eagle are more relevant in terms of competition than non-serviced areas lying within the county.

Immediate area competition is very limited due to the limited supply of developable acreage in the eastern portions of the city of Boise.

UTILITY SERVICES

In general, the expanded neighborhood is serviced by all public utilities; electricity is provided by Idaho Power, telephone services are provided by CenturyLink, water is provided by United Water, and natural gas is provided by Intermountain Gas Company. Water and Sewer are not readily available to the subject parcels given its location within the foothills.

EMPLOYMENT

Employment centers near the subject include Albertsons, in addition to a number of employers in the office and financial districts of Boise's Park Centre Area and CBD.

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In addition, the Boise Air Terminal, Micron Technology, J.R. Simplot headquarters, Power Bar, Boise Parks and Recreation, and U.S. Forest Service. Micron Technology, a semi-conductor manufacturer and the largest employer in Boise, is located 1/2 mile south of the subject. Downtown Boise is easily accessible from the subject site considering its location along Warm Springs. Downtown business is considered a major financial and entertainment district for the community.

THE SUBJECT AS PART OF ITS NEIGHBORHOOD

This appraisal focuses upon the subject's potential position and direct and indirect competition in its market and its potential for continued viability. Recent data indicates increased residential demand in the Boise market.

The convenience of the subject's locality in relation to goods and services and employment centers is considered average.

By both the standards of recent historical development patterns and the projections of leading demographers the subject's neighborhood appears to be well positioned for long term residential development. As such, the subject is viewed as complementing the character of the overall neighborhood.

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ZONING

The legal restrictions applicable to a site can influence the size of lot or type of use, without regard to what is actually demanded by the market.

SPECIFIC PLANNING ORDINANCE

The subject site is located within the City of Boise and is included as a portion of the larger Harris Ranch Development. This development is the first project to utilize the City of Boise Special District ordinance. According to the City of Boise;

"The specific Plan Ordinance is a City-initiated amendment that serves as a zoning tool to better facilitate creative and innovative developments. A developer may use a Specific Plan to craft unique zoning standards and adopt them into the zoning code as a stand alone document for an individual property. Specific Plans are custom tailored for the setting and situation in which they will be applied. They are adopted into the code by reference and become the zoning for that specific property."

"Currently, many new and innovative projects may never come to fruition, even though they may be great examples of good urban design. For example a developer has a concept for a commercial use project on the main floor with residential units on upper floors. Additionally, the developer has a unique streetscape design that is as usable to pedestrians as cars. The comprehensive plan review indicates the use is desirable from a policy perspective, but the zoning code would not allow it without many variances. The zoning code may not even contain standards that address some of the issues in the proposal, such as parking requirements for mixed use units."

"The Specific Plan tool will allow the developer to draft his own set of logical standards for parking, setback, landscaping and streetscape that apply only to his own setting and parcel. As long as the development does not exceed what the comprehensive plan would allow in terms of density or land use, the specific plan can be then approved through the normal public hearing process."

"The Specific Plan Ordinance requires that innovative projects still need to demonstrate compatibility with adjacent uses, consistency with adopted service standards and environmental protection as required of any other project or zone change. In the case of a very large project, the specific plan could also include a detailed phasing plan that stages infrastructure improvements with development, providing assurance through zoning that full services will be available. The City will administer the Specific Plan as the adopted zoning for the property for the life of the project."

THE HARRIS RANCH SPECIFIC DISTRICT

The Harris Ranch Specific District was approved by the City of Boise Planning and Zoning Commission on May 21, 2007 and by the Boise City Council on June 20, 2007.

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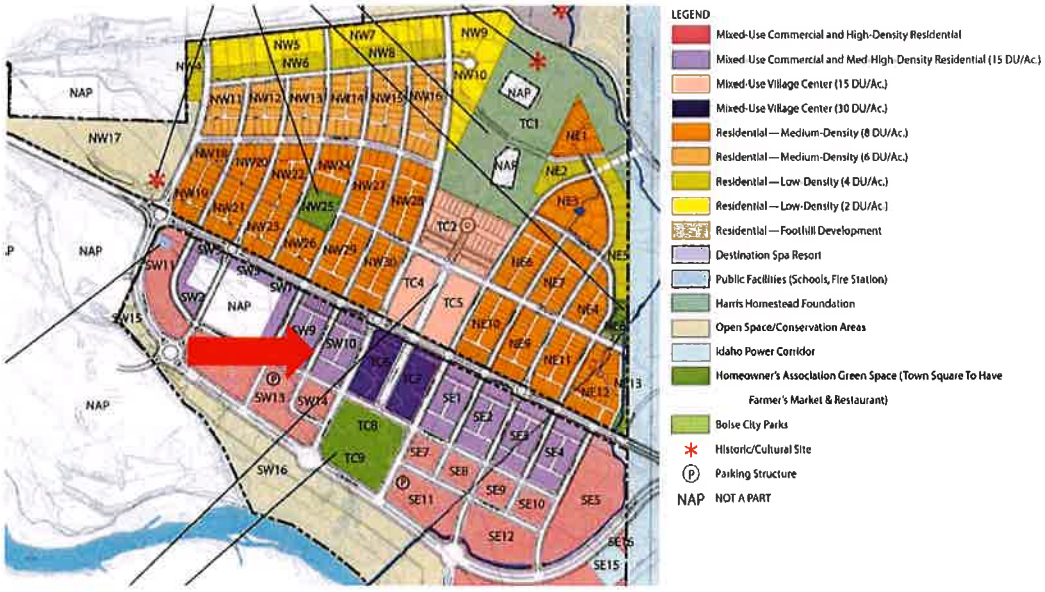
In accordance with the Specific Planning Ordinance the Harris Ranch Specific District, as approved, creates its own zoning districts, parking requirements, design standards, setbacks, etc. The details of these regulations are contained in the Harris Ranch Specific Plan. This document is 232 pages and has therefore not been included in the addenda for review. It is available on the Harris Ranch website at http://www.harris-ranch.com.

The various land use classifications for the larger Harris Ranch Development as outlined in the specific plan include low, medium and high density residential, mixed use residential, mixed use village center, and mixed use commercial. Within the subject acreage there is mixed use commercial medium/high density residential (15 DU/acre) designations.



DISTRICT CLASSIFICATION

The Harris Ranch Specific Plan identifies permitted land uses for each zoning classification. In addition, each specific area, as identified on the previous zoning map, is assigned block prototypes which illustrate the exact type of development that would be permitted in that area. The block prototypes are based on the zoning classification, surrounding land uses and the location of the area in question. They are not uniform across zoning classifications.

The total site size for the roadway parcels is 6.40± acres. The larger parcel in this appraisal is identified as the contiguous land for the Harris Ranch Subdivision, Blocks SW9, SW10, SE1, SE2, SE3, and SE4, which abuts the specific roadways and will be valued in accordance with the ATF Methodology under the premise that the

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roadway sites could be developed. The larger parcels have been developed, or are in the process of being developed as Mixed Use Residential. The total site size for the larger parcel is 19.31± acres.

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REAL ESTATE TAXES

The larger parcel in this appraisal is identified as the contiguous land for the Harris Ranch Subdivision, Blocks SW9, SW10, SE1, SE2, SE3, and SE4. The subject roadway parcels are part of Harris Ranch Subdivision Phases 2, 6, 8, 9, and 11. No parcel numbers are designated for the roadways. The subject property is not currently assessed and taxed. Surrounding parcels in the subject's area are taxed at a rate of approximately 1.8%.

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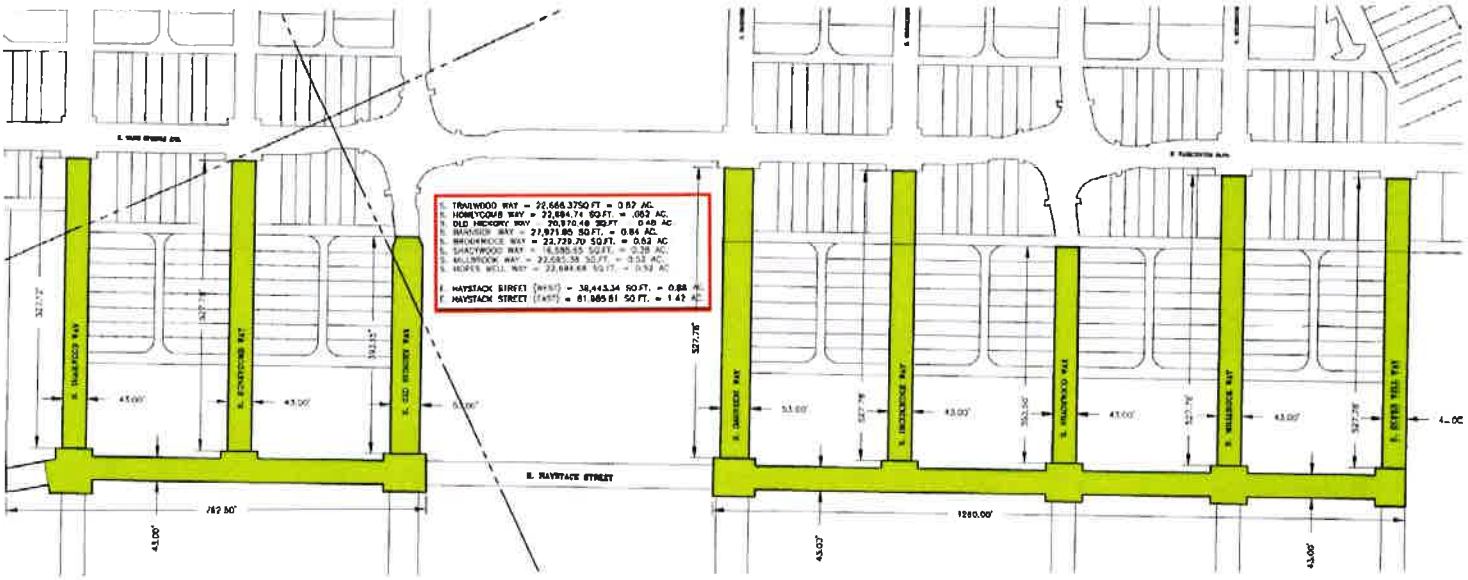
SITE DESCRIPTION

Common and Legal Description

The subject includes the roadway parcels within Phases 2, 6, 8, 9, and 11 of the Harris Ranch Subdivision, as outlined below. The total site size for the roadway parcels is 6.40± acres.

Larger Parcel

The larger parcel in this appraisal is identified as the contiguous land for the Harris Ranch Subdivision, Blocks SW9, SW10, SE1, SE2, SE3, and SE4, which abuts the specific roadways and will be valued in accordance with the ATF Methodology under the premise that the roadway sites could be developed. The larger parcels have been developed, or are in the process of being developed as Mixed Use Residential. The total site size for the larger parcel is 19.31± acres.



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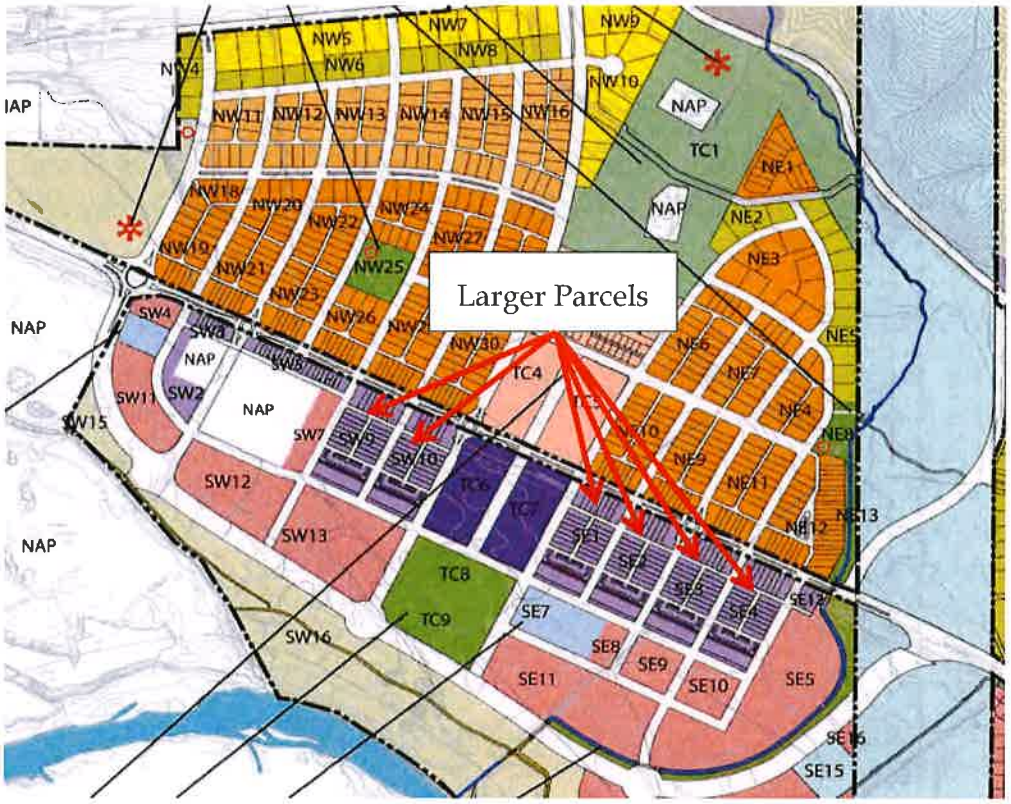

Street	Phase #	Block	Land Use	Site Area/Acres	Site Area/SF	Retrospective Date
S. Trailwood Way	2	SW9	Mixed Use Residential	0.13	5,663	7/24/2015
S. Honeycomb Way	2	SW9 & SW10	Mixed Use Residential	0.13	5,663	7/24/2015
Total				**0.26**	**11,326**	
S. Barnside Way	6	SE1	Mixed Use Residential	0.16	6,970	1/2/2018
S. Brookridge Way	6	SE1 & SE2	Mixed Use Residential	0.14	6,098	1/2/2018
Total				**0.30**	**13,068**	
S. Millbrook Way	8	SE3 & SE4	Mixed Use Residential	0.13	5,663	9/4/2018
S. Hopes Well Way	8	SE4	Mixed Use Residential	0.13	5,663	9/4/2018
Total				**0.26**	**11,326**	
S. Trailwood Way	9	SW9	Mixed Use Residential	0.39	16,988	9/12/2019
S. Honeycomb Way	9	SW9 & SW10	Mixed Use Residential	0.39	16,988	9/12/2019
S. Old Hickory Way	9	SW10	Mixed Use Residential	0.48	20,909	9/12/2019
E. Haystack Street (West)	9	SW9 & SW10	Mixed Use Residential	0.88	38,333	9/12/2019
Total				**2.14**	**93,218**	
S. Barnside Way	11	SE1	Mixed Use Residential	0.48	20,909	7/25/2020 *
S. Brookridge Way	11	SE1 & SE2	Mixed Use Residential	0.38	16,553	7/25/2020 *
S. Shadywood Way	11	SE2 & SE3	Mixed Use Residential	0.38	16,553	7/25/2020 *
S. Millbrook Way	11	SE3 & SE4	Mixed Use Residential	0.39	16,988	7/25/2020 *
S. Hopes Well Way	11	SE4	Mixed Use Residential	0.39	16,988	7/25/2020 *
E. Haystack Street (East)	11	SE1, SE2, SE3, SE4	Mixed Use Residential	1.42	61,855	7/25/2020 *
Total				**3.44**	**149,846**	
						* Roadways Not Dedicated
Total Roadways				**6.40**	**278,784**	Effective Date of Appraisal

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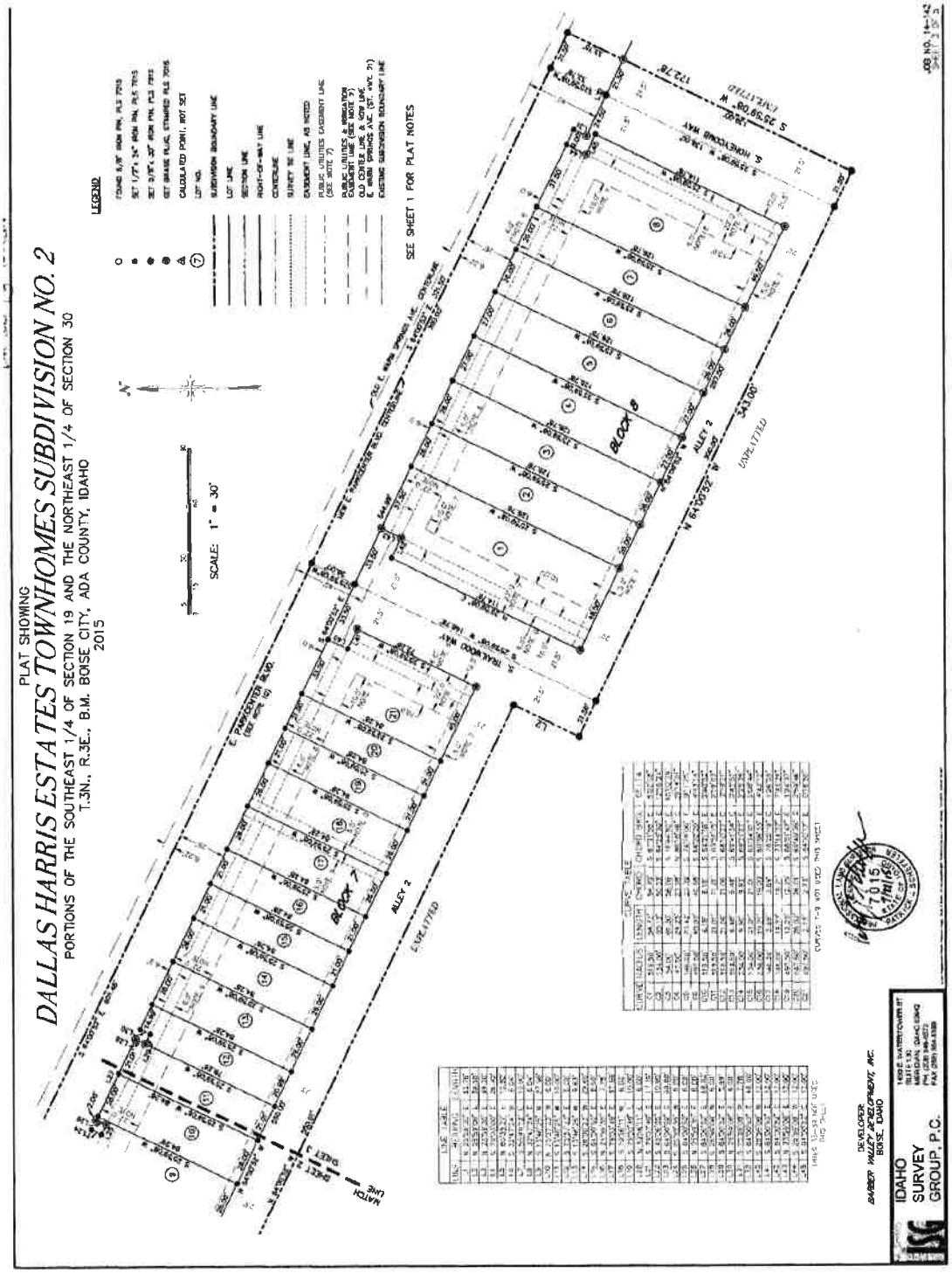
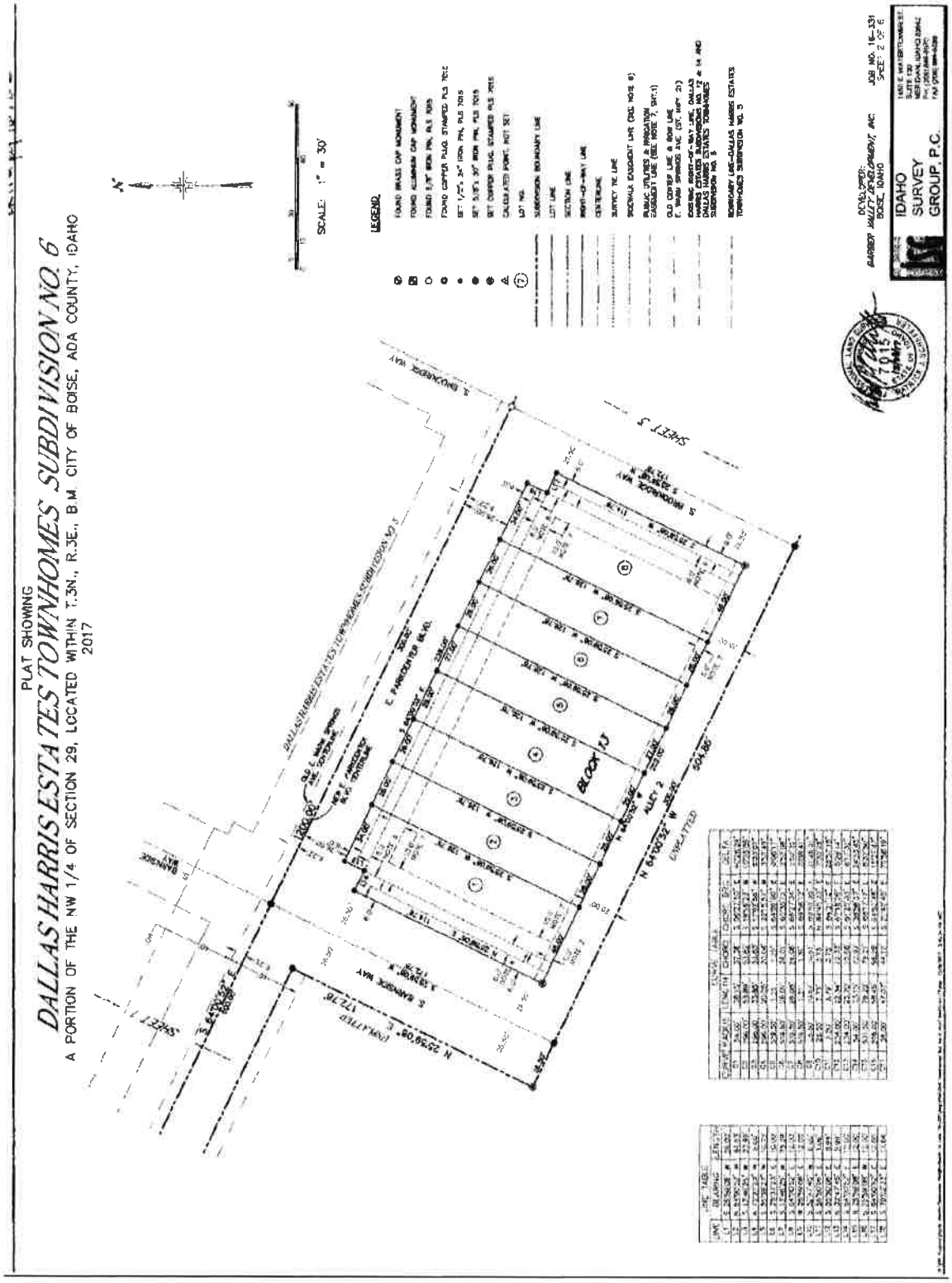
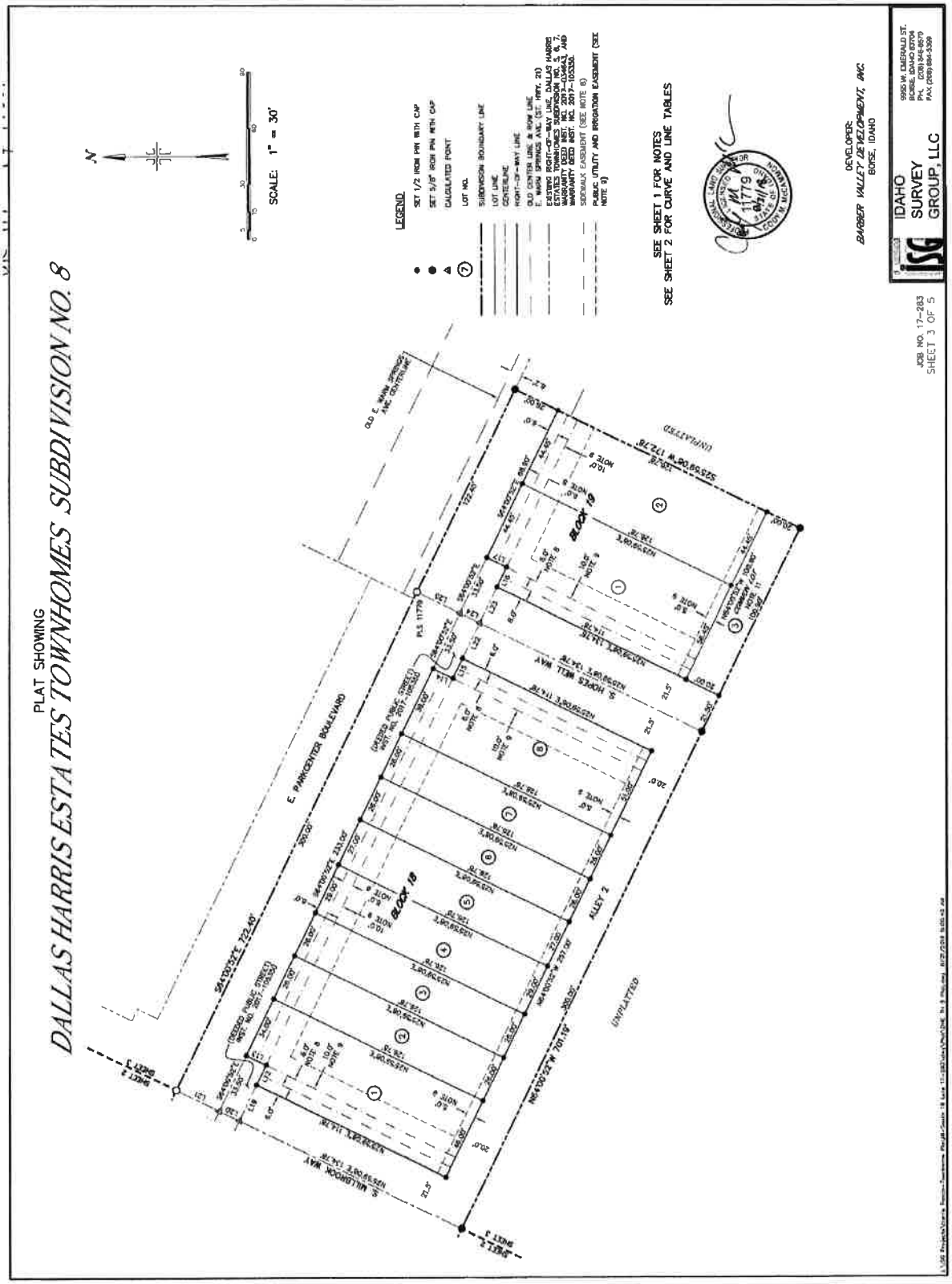
Following are the plat maps for Phases 2, 6, 8, 9, and 11.




PLAT SHOWING
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 6
A PORTION OF THE NW 1/4 OF SECTION 29, LOCATED WITHIN T.3N., R.3E., B.M. CITY OF BOISE, ADA COUNTY, IDAHO
2017
SCALE: 1" = 30'
LEGEND
BLOCK 13
IDAHO SURVEY GROUP, P.C.



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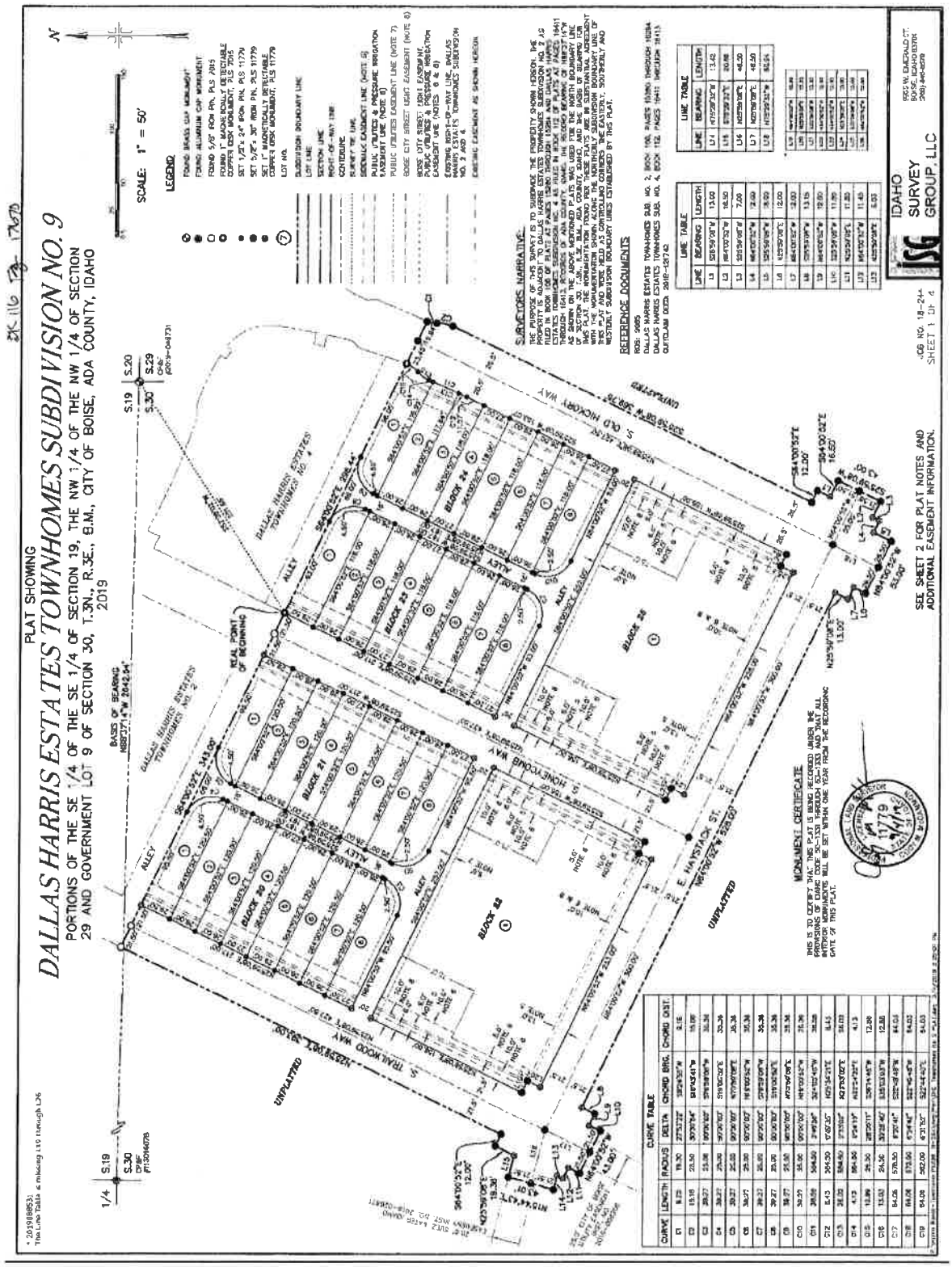
PLAT SHOWING
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9
PORTIONS OF THE SE 1/4 OF THE SE 1/4 OF SECTION 19, THE NW 1/4 OF THE NW 1/4 OF SECTION 29 AND GOVERNMENT LOT 9 OF SECTION 30, T.3N., R.3E., B.M., CITY OF BOISE, ADA COUNTY, IDAHO
2019
SCALE: 1" = 50'
LEGEND
SURVEYOR'S NARRATIVE
REFERENCE DOCUMENTS
MONUMENT CERTIFICATE
SEE SHEET 2 FOR PLAT NOTES AND ADDITIONAL EASEMENT INFORMATION.
IDAHO SURVEY GROUP, LLC
JOB NO. 18-244
SHEET 1 OF 4

Environmental Analysis

A Phase I, Environmental Site Assessment has not been provided. The appraisers are not experts in detecting such substances, and the presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous wastes may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on the property. Any such environmental risk discovered at a later date may require a revised estimate of value that may or may not be simply a reduction in the value by the estimated cost to cure of the environmental condition. Properties known to have environmental risk may carry a stigma in the marketplace which also may or may not affect the value.

Soil Conditions

No atypical restrictions to site maximization are noted from a topographical standpoint. Finally, while no specific soils tests have been made available, the existing improvements show no signs of atypical settling; and it is assumed that the soils conditions are adaptable to development with only typical amounts of earth-work required.

Engineer and Flood Plain Boundary Delineation

According to the project engineer the parcels of the subject site will be removed from the Flood Plain as demand dictates. Based upon our experience with the Harris Ranch Project and conversations with the project engineer indicated that it is typical of some of the parcels in Harris Ranch Development will be filled raising the site above the minimum flood elevation and then removed from the Flood Zone through a map revision where flood insurance would not be required for these lots. **It is an extraordinary assumption of this report that a FEMA map revision will occur and the lots will be reclassified outside of Flood Zone and no flood insurance will be required.**

UTILITIES AND EASEMENTS

Utilities

Conversations with the Harris Ranch Specific District engineer all public utilities will be made available to the subject by phase as development dictates. Sewer service will be provided by the City of Boise; water service will be provided by United Water, telephone will be provided by CenturyLink; electricity by Idaho Power Company; and, natural gas by Intermountain Gas Company.

The sewer system for the Harris Ranch development is a gravity flow system to a lift station located close to the East Park Center Bridge. Extension of service to the subject site will be done in accordance with the phasing schedule.

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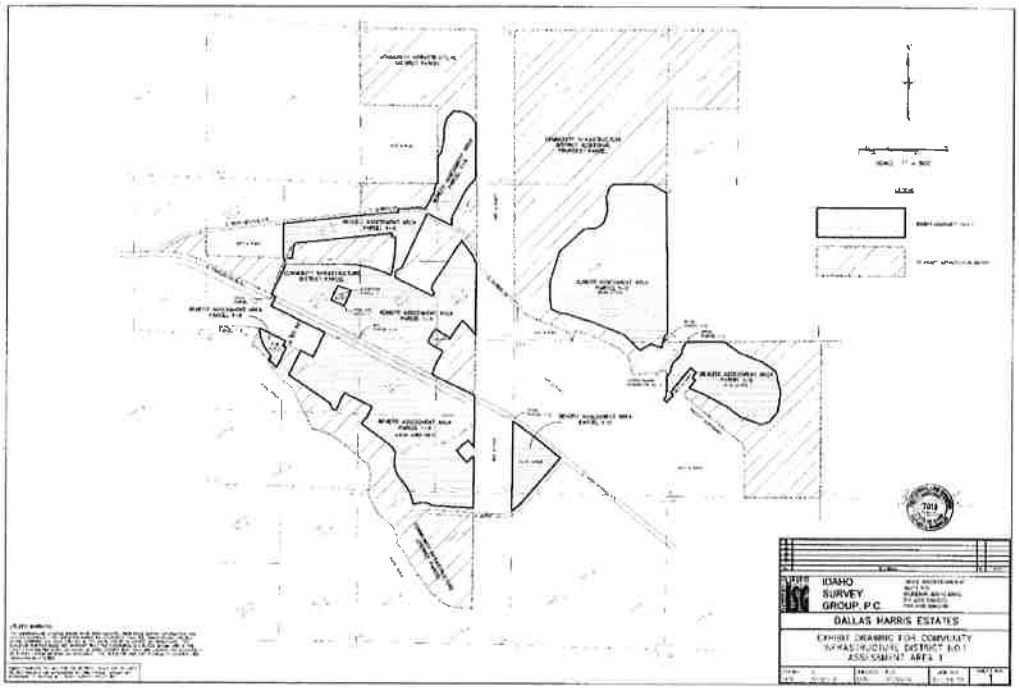
Liens and Easements of Record

The original CID included a total of 401.5 acres of Benefit Area with the remaining acreage in the CID located in the "Non-Benefit Area". The non-benefit area is basically non developable area that has been incorporated within the Harris Ranch development Plan and within the CID. The "Non-Benefit Area" will be treated as open space/conservation areas as identified by their land use in the Harris Ranch Specific Plan. The Harris Ranch CID "Non-Benefit Area" and "Benefit Area" boundaries are identified in the exhibit found following.



The reader should note that the subject's "Benefit Area" acreage is evolving based upon the amount of land area that platted as the aggregate site is developed. The "Benefit Area" when the site is platted due to the loss in land area due to the road right of way.

Again, this appraisal is based on a "Hypothetical" condition that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and has been analyzed as a vacant development parcel prior to the development of the Harris Ranch Subdivision as of the effective date of value.

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PART II - PROPERTY VALUATION

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HIGHEST AND BEST USE

In common appraisal practice, the concept of highest and best use represents the premise upon which a value estimate is based:

> 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.[5]

The determination of highest and best use is the result of the appraiser's judgment and analytical skill. The reader is cautioned, however, that highest and best use of a property is not necessarily its most likely use. Furthermore, the use determined from analysis represents an opinion, not always a "fact" to be found.

In practical application, the determination of highest and best use of a property is analyzed, both as vacant, and as currently improved, subject to the following four criteria: The highest and best use must be 1) legally permissible, 2) physically possible, 3) financially feasible, and 4) maximally productive. These criteria may be considered in concert or sequentially; however, the tests of legal and physical permissibility must be applied first, as consideration of feasibility is irrelevant if such use is not possible in the first place.

HIGHEST AND BEST USE ("HYPOTHETICAL USE AS RESIDENTIAL DEVELOPMENT")

For the purposes of this analysis the appraisal is based on a "Hypothetical" condition that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and is included as residential development land as part of the Harris Ranch Subdivision as of the effective date of value.

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

"[The "ATF" valuation] is based on the premise that the corridor land should be worth at least as much as the land through which it passes. Using this approach, the corridor is typically divided into segments or districts of similar utility based on the adjacent land use. Then the value of a typical parcel of adjacent land within the district is applied to that portion of the corridor to arrive at its market value. Finally the values of each of the segments or districts of the corridor are added together to estimate the ATF value of the total corridor."[6]

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[5] 14th Edition

[6] Arthur G. Rahm, "Across the Fence Methodology for Valuation of Corridors: What Is It and How Is It Used?," *The Appraisal Journal*, July 2001, 270.

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The larger parcel in this appraisal is identified as the contiguous land for the Harris Ranch Subdivision, Blocks SW9, SW10, SE1, SE2, SE3, and SE4, which abuts the specific roadways and will be valued in accordance with the ATF Methodology under the premise that the roadway sites could be developed. The larger parcels have been developed, or are in the process of being developed as Mixed Use Residential. The total site size for the larger parcel is 19.31± acres.

In arriving at an estimation of the theoretical highest and best use for the subject property, it is necessary to consider the characteristics and environmental influences that have a direct influence on the subject's potential utilization. The characteristics and features deemed most influential in the use of the tract are the subject's location, access, physical features, zoning classification, availability of public services (including utilities), surrounding property types and forms of development, and the market's demand for various property uses.

Legally Permissible:

The subject is included in the Harris Ranch Specific District that received approval from the Boise City Council on June 20, 2007. At this point, development of the subject property to its theoretical Highest and Best Use does not appear to be restricted by its approved zoning classification.

Physically Possible:

The subject is currently in good proximity to major east/west, as well as north/south thoroughfares for the county. The site is irregular in shape and has a basically level topography.

Financially Feasible:

The decision as to the ultimate use of the subject property should include considerations of the probability of attaining a return on the investment. Any proposed use should take highest advantage of the marketable attributes of the property, while minimizing any negative characteristics. At the same time, a proposed use should operate within the limits of prudent and justified investments. Medium-High Density Residential development of the subject is considered the most probable use of the land considering the ongoing residential development in the area.

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The subject's immediate neighborhood has primary demand for medium to high density residential units. The Harris Ranch Development has been able to consistently outperform its competition over the years based on superior medium to high density residential demand due to its location, project quality, and amenities.

CONCLUSION; HIGHEST AND BEST USE AS VACANT ("HYPOTHETICAL")

Considering the above discussion Highest & Best Use of the subject site is for medium to high density residential development. Based on our analysis there is sufficient demand to support the development of the subject site. This estimate takes into consideration future supply within the Harris Ranch Specific District.

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MARKETING & EXPOSURE TIME

EXPOSURE PERIOD

Exposure period, by definition, is 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 a market value on the effective date of the appraisal. In other words, how much time would the property being appraised need to be exposed on the market for a sale commensurate with the market value of the property, as of the date of the appraisal?

Based upon research and discussions with various participants in the market, it is the considered opinion that exposure time for the subject would most likely trend within the 12± month time frame.

MARKETING PERIOD

This section of the report is particularly relevant to income-producing properties, and is undertaken primarily to consider how the subject fits into the overall market segment and how effectively it competes in the market. Issues worthy of consideration might include supply indicators (rent levels, absorption rates, inventory of existing space, construction trends, vacancy patterns), as well as anticipated changes in demand. Much of this sort of information has already been presented for consideration in the Neighborhood and Highest and Best Use sections of the report.

As might be expected, the availability of good sources of data on a particular property is directly proportional to the size of the respective market. The subject's property class affords an acceptable number of sales within the subject's immediate and general marketplace for analysis.

The subject would most likely appeal to a stronger local or regional residential developer. Based upon the sale data assembled, discussions with investors, discussions with brokers and agents, and discussions with other market participants, we are left with the strong sense that the subject would have a marketing period within 12± months. This assumes that the subject is priced in the range found herein and is aggressively and professionally marketed and that no adverse stigma becomes associated with the property by internal mismanagement or external forces.

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SALES COMPARISON APPROACH

It is assumed in this approach that there exists a market for the type of property being appraised, and that data on recent sales of similar, competitive properties in the market are "arm's length" transactions, indicating a most probable sale price that the subject property would bring as of the valuation date. Although individual sales often deviate from a situation where both buyer and seller are knowledgeable market participants, it is assumed that a sufficient number of sales should tend to reflect investor patterns of prices (and thus values) in that particular market.

The following process is typically undertaken in order to develop an informed opinion of a property's value using the Sales Comparison Approach:

1. Search out sales, listing, or offerings of similar properties.
2. Confirm the prices as to terms, reason for purchase, and if a bona fide sale.
3. Compare the sale property's attributes with those of the property being appraised.
4. Analyze all the differences as to their probable effect on the sale price.
5. Form an opinion of the relative value of the property under appraisal as compared with the sale price of each similar property.

Some of the economic units of comparison which may be utilized in this approach are Overall Rate (OAR), Gross Annual Income Multipliers (GAIM or GIM), Effective Gross Income Multipliers (EGIM); and some of the physical units of comparison are price per square foot, price per unit, price per room, etc.

On the following page is a Summary of the Market Sales followed by a discussion of the adjustment considerations for comparable sales presented, followed by the conclusion of value for the subject property by the Sales Comparison Approach.

METHOD OF VALUATION - ACROSS-THE-FENCE (ATF)

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

Further explanation of the application of this concept is provided below:

"[The "ATF" valuation] is based on the premise that the corridor land should be worth at least as much as the land through which it passes. Using this approach, the corridor is typically divided into segments or districts of similar utility based on the adjacent land use. Then the value of a typical parcel of adjacent land within the

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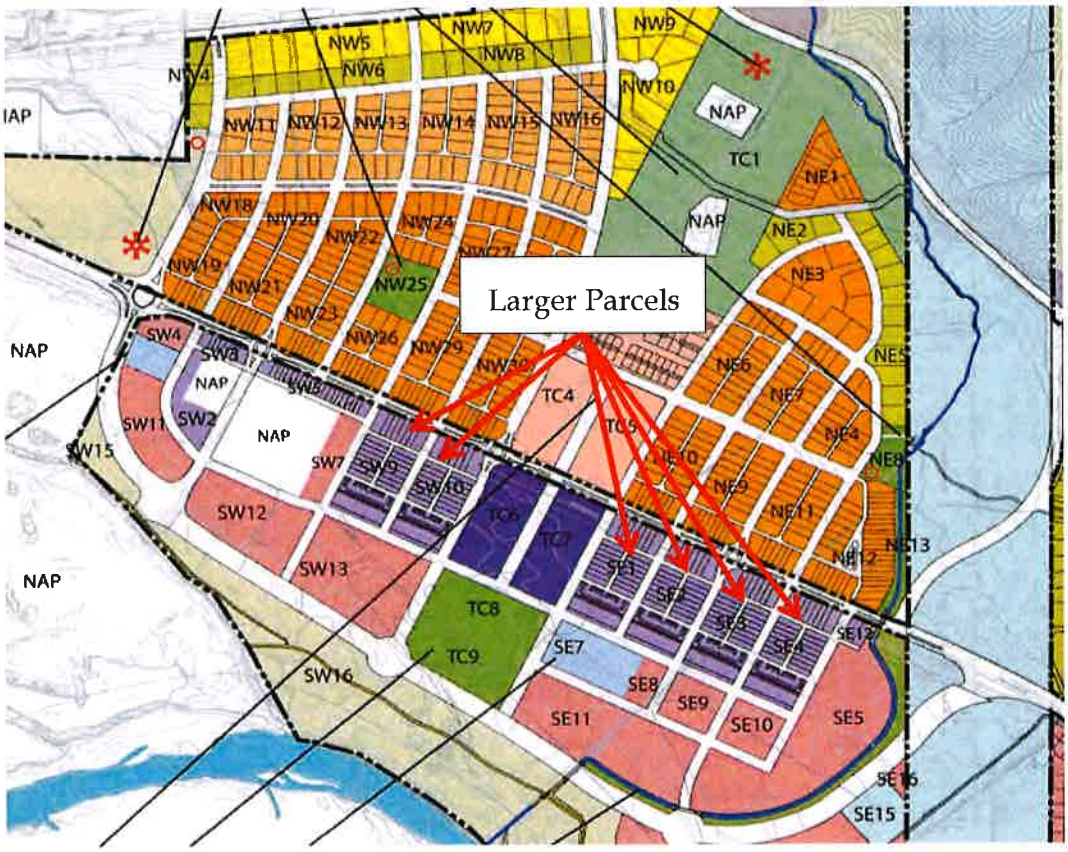
district is applied to that portion of the corridor to arrive at its market value. Finally the values of each of the segments or districts of the corridor are added together to estimate the ATF value of the total corridor."[7]

As previously discussed, we have prepared retrospective dates of value as of July 24, 2015, January 2, 2018, September 4, 2018 and September 12, 2019. For the roadways currently under construction we have concluded the valuation based on the effective date of the appraisal, and July 25, 2020.

Larger Parcel

The larger parcel in this appraisal is identified as the contiguous land for the Harris Ranch Subdivision, Blocks SW9, SW10, SE1, SE2, SE3, and SE4, which abuts the specific roadways and will be valued in accordance with the ATF Methodology under the premise that the roadway sites could be developed. The larger parcels have been developed, or are in the process of being developed as Mixed Use Residential. The total site size for the larger parcel is 19.31± acres.



[7] Arthur G. Rahm, "Across the Fence Methodology for Valuation of Corridors: What Is It and How Is It Used?," *The Appraisal Journal*, July 2001, 270.

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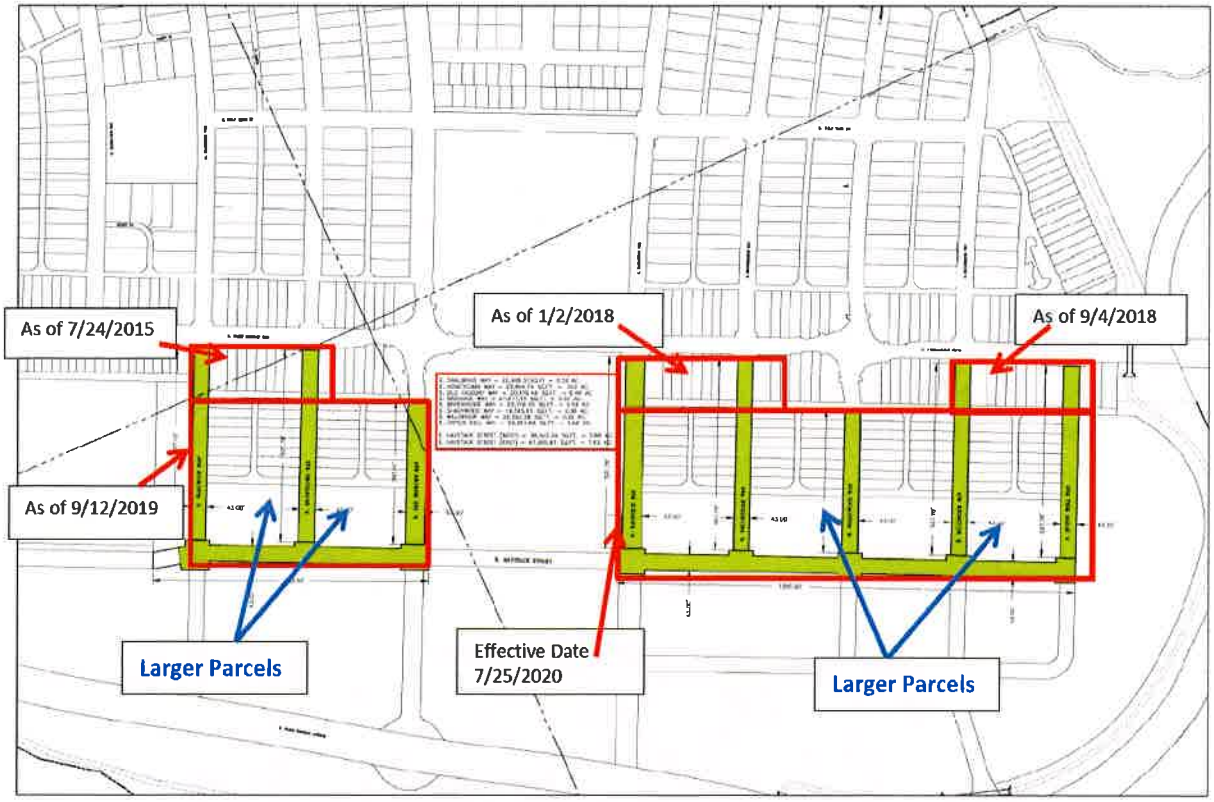

Street	Phase #	Block	Land Use	Site Area/Acres	Site Area/SF	Retrospective Date
S. Trailwood Way	2	SW9	Mixed Use Residential	0.13	5,663	7/24/2015
S. Honeycomb Way	2	SW9 & SW10	Mixed Use Residential	0.13	5,663	7/24/2015
Total				**0.26**	**11,326**	
S. Barnside Way	6	SE1	Mixed Use Residential	0.16	6,970	1/2/2018
S. Brookridge Way	6	SE1 & SE2	Mixed Use Residential	0.14	6,098	1/2/2018
Total				**0.30**	**13,068**	
S. Millbrook Way	8	SE3 & SE4	Mixed Use Residential	0.13	5,663	9/4/2018
S. Hopes Well Way	8	SE4	Mixed Use Residential	0.13	5,663	9/4/2018
Total				**0.26**	**11,326**	
S. Trailwood Way	9	SW9	Mixed Use Residential	0.39	16,988	9/12/2019
S. Honeycomb Way	9	SW9 & SW10	Mixed Use Residential	0.39	16,988	9/12/2019
S. Old Hickory Way	9	SW10	Mixed Use Residential	0.48	20,909	9/12/2019
E. Haystack Street (West)	9	SW9 & SW10	Mixed Use Residential	0.88	38,333	9/12/2019
Total				**2.14**	**93,218**	
S. Barnside Way	11	SE1	Mixed Use Residential	0.48	20,909	7/25/2020 *
S. Brookridge Way	11	SE1 & SE2	Mixed Use Residential	0.38	16,553	7/25/2020 *
S. Shadywood Way	11	SE2 & SE3	Mixed Use Residential	0.38	16,553	7/25/2020 *
S. Millbrook Way	11	SE3 & SE4	Mixed Use Residential	0.39	16,988	7/25/2020 *
S. Hopes Well Way	11	SE4	Mixed Use Residential	0.39	16,988	7/25/2020 *
E. Haystack Street (East)	11	SE1, SE2, SE3, SE4	Mixed Use Residential	1.42	61,855	7/25/2020 *
Total				**3.44**	**149,846**	
						* Roadways Not Dedicated
Total Roadways				**6.40**	**278,784**	Effective Date of Appraisal

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For the purposes of this report we have applied the "Across-the-fence" valuation model to estimate the current market value of the subject parcel. We have utilized Mixed Use/Medium-High Density Residential sales based on the retrospective dates as outlined above.

HIGH DENSITY RESIDENTIAL LAND SALES (RETROSPECTIVE DATE OF 7/24/2015)

We have provided relevant sales of development land in the subject's market area. The comparables considered most similar to the subject have been summarized following. The following outlines sales as of the retrospective date.

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High Density Land Sales Effective Date 7/24/2015

General Data	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Common Name	Tablerock Townhomes	Sherman Hollow Subdivision	Magal Subdivision	Sovi
Address/Location	2359 & 2399 Warm Springs Ave.	E Sherman Street	N. Lancaster Dr.	On the corner of S. Eagle Road and E. Rome Drive, between Eagle Road and S. Locust Grove, south of E. Victory Road
City	Boise	Boise	Boise	Meridian
Legal Description	Lots 4-13 Block 1 Tablerock Subdivision, Boise, Ada County, Idaho.	Parcel Numbers #3061, #3063, #3602, #4401 @ SE COR NW4NW4 SEC 2 3N 2E	Multiple Parcels	Part of the NE 1/4 of the NE 1/4 of SEC. 29, T.3N, R1E, Boise Meridian, Ada County, Idaho.
Use at Sale	Vacant	Vacant/ Residential	Vacant Hillside	Vacant
Proposed Use	Residential Townhomes	Residential	Residential	Residential Development
Utility Availability	All utilities available	All utilities available	All utilities available	All Available
Zoning	R-2D	R-1B	R-1B & A-2	R-15
Frontage	Warm Springs Ave.	Sherman Street	N. Lancaster Dr.	S. Eagle Road & E. Rome Drive
Access	Good	Good	Good	Average
Parcel Shape	Irregular	Irregular	Irregular	Rectangular
Easements/ Restrictions	None Noted	None Noted	None Noted	None Noted
Transaction Info				
Sale Date	(July-15)	(June-2015)	(March-15)	(Mar-15)
Parcel Number	Parcels R2738510240 and R2738510180.	#S1002223061, #S1002223063, and #S1002233602, and #S1002244401	S0633110110, S0633110120, & S0628440120	S1129110400
Parcel Size (Acres)	1.09	10.29	8.32	5.00
Parcel Size (SF)	47,480	448,232	362,419	217,800
Total Consideration	$200,000	$1,535,000	$685,000	$650,000
Price per acre	$183,486	$149,174	$82,332	$130,000
Unit Price (sf)	$4.21	$3.42	$1.89	$2.98
Terms	Cash to Seller	Cash	Cash	Cash
Marketing Period	Not Listed on Market	30+ days	30+ days	Not Actively Mkt
Grantor	Not Disclosed	Pacific West Communities	Pacific West Communities	Sara Jane Brodin
Grantee	Fallingbrook Townhomes LLC	Local Construct LLC	Local Construct LLC	C4 land LLC
Confirmation	Developer	P&S Agreement	P&S Agreement	Jim Conger, Purchase and Sale Agreement
Comments	11 proposed attached residential townhouses. Developer indicated that pricing will be $330,000 for each unit. 1,845sf ea unit/good quality. Slighlty elevated site with treetop views to the south and tablerock views to the north.	Boise foothills in-fill development. 19 proposed lots ranging from 4,731sf to 2.73 Acres. Proposed home prices from $450K to $800K+. Purchased as fully entitled development. New developer was required to improve a portion of Sherman Street to meet access requirements.	Proposed 9 foothill lots. Did not have entitlements in place at the time of sale. Zoned R-1B with 1 lot being A-2.	This sale involved the acquisition of farmland with a single family residential improvement. The improvements were removed after purchase in preperation for a 37 lot residential subdvision.The site has frontage along the west side of S. Eagle Road and on the north side of E. Rome Drive.

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ANALYSIS OF COMPARABLE HIGH-DENSITY LAND SALES

Qualitative Analysis

Qualitative analysis recognizes the inefficiencies of real estate markets and the difficulty in expressing adjustments with mathematical precision. It is essential, therefore, that the appraisers explain the analytical process and logic applied in reconciling the value indications using qualitative analysis techniques such as;

- Trend analysis
- Relative Comparison analysis
- Ranking analysis

A relative comparison analysis will be employed in the analysis of the comparables sales to arrive at a value indication for the subject. Relative comparison analysis is the study of relationships indicated by market data without recourse to quantification. Many appraisers use this technique because it reflects the imperfect nature of real estate markets. To apply the technique the appraiser analyzes comparable sales to determine whether the comparable properties' characteristics are inferior, superior or similar to those of the subject property.

Real Property Rights Conveyed

This adjustment is required when a sales transaction is other than a Fee Simple Estate, free and clear of all leases. Each comparable sale involved the transfer of the Fee Simple Estate; therefore no adjustment is indicated.

Financing Terms

This adjustment is for financing associated with the transaction. The market value definition used in this report specifically states that value is predicated on cash or its equivalent. Comparables are typically reported as being cash sales with the purchaser obtaining third party financing, when owner financing was equivalent to market rates and terms, or were adjusted to a cash equivalency when below-market terms were disclosed. The sales prices utilized in the analysis are cash or were reported by the parties to be cash or cash equivalent prices. Therefore, no adjustment has been applied.

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Conditions of Sale

This adjustment considers the motivations of the buyer and seller. All of the comparable sales are believed to represent arms-length transactions and no adjustments are warranted.

Market Conditions/Time

This adjustment accounts for changes in value due to variable market conditions. An indication of significant land value and single family home appreciation in the subject's neighborhood between 2003 and the end of 2006 is apparent, given the analysis of historical sales data. The market experienced dramatic reductions in values from 2007 to 2009. Sales transactions that occurred from 2009 and 2011, had shown some stabilization of values. Currently, market participants are experiencing a substantial uptick in residential demand as pricing and availability of financing are bringing buyers to the market. The transactions are current and no adjustments have been applied.

Location

This adjustment reflects any differences attributable to location. The basis for this adjustment is proximity to major arterials in the area and location within the perceived growth patterns as evidenced by proposed road improvements and proposed development. With respect to residential use, those tracts in close proximity to existing housing developments are considered superior to those in more remote areas. The quality and price levels of surrounding residential development are also considered as an indication of quality of location as is the overall desirability and aesthetics.

Surrounding land uses: The subject is located in southeast Boise surrounded by existing single family residential, multi-family, and commercial developments, and is within favorable distance to shopping and services. Comparables 1-3 share similar locational influences. Comparable 4 is located in Meridian within an area of less market demand and proximity to services.

Frontage/Access: Tracts of land, which have frontage on well-paved thoroughfares with curbs and gutters in place, are more desirable than tracts that have accessibility to lesser quality roadways that will require improvement in order for development to take place. This refers to the major neighborhood thoroughfares that provide access to the development or site and not to the interior streets. The comparables are considered similar in access/frontage.

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Utility Availability

The physical characteristics, which affect the cost of development or end-user demand for developed lots, should be considered, and if appropriate, adjusted for. Among the physical factors, which can affect development cost, are shape, topography/slope, soil conditions (drainage, expansiveness), sub-soil conditions (depth of bedrock, presence of ground water or location over aquifers), flood plain, and the availability of public services (utilities, police and fire protection, etc.). Physical factors, which can impact the desirability of eventual lots to be developed, include views, natural water amenities or trees.

Limited extension of utilities from primary arterials or adjacent developments is generally necessary for development and considered commonplace. In this instance the comparables are considered to be similar to the subject in respect to utility availability.

Entitlements

There are entitlement approvals in place for the subject as of the effective date of this appraisal. In today's market, with limited entitled parcels for sale in the market, buyers are attributing more contributory value to entitlements due to the fact that such parcels are ready for construction. As a result, buyers are attributing more value to entitled parcels with well-designed plats. The comparables had approvals in place at the time of sale or were purchased contingent upon achieving preliminary plat approval.

Topography & Soils

The comparables were considered equivalent, in terms of topography and soil conditions.

Parcel Size

Size adjustments are dictated by actual market-extracted buyer preferences. Typically, when all other attributes are equal, a smaller site will sell for more on the per unit basis than larger tracts due to reduced holding costs and risk, etc. Size adjustments must be considered carefully with such factors as economies of scale in providing utility service to larger tracts versus smaller ones. Comparable 1 is a high density project with a smaller site that the subject. We have ranked Comparable 1 slightly superior in size influences.

Zoning

Zoning directly impacts the development potential of a site, thereby affecting net present worth of the land. Typically, zoning adjustments are based on types of

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development allowed and allowable development densities. A higher allowed density may or may not contribute additional value, depending on the demand and supply of various density housing in the market.

Comparable 1 has been approved for a high density townhouse project and is overall similar to the subject. Comparables 2-4 are lower density subdivisions and have been ranked inferior in density potential compare to the subject.

Unless otherwise noted, the basis for the following adjustments is from the compiled database of property sales in the local market, and the professional opinion of the appraiser.

The adjustment grid to this point is presented following.

QUALITATIVE ADJUSTMENT GRID				
	Comp 1	**Comp 2**	**Comp 3**	**Comp 4**
Common Name	**Tablerock Townhomes**	**Sherman Hollow Subdivision**	**Magal Subdivision**	**Sovi**
Indicated Sales Price/sf	$4.21	$3.42	$1.89	$2.98
Sale Date	(July-15)	(June-2015)	(March-15)	(Mar-15)
Property Rights Conveyed	Similar	Similar	Similar	Similar
Financing Terms	Similar	Similar	Similar	Similar
Conditions of Sale	Similar	Similar	Similar	Similar
Market Conditions (Time)	Similar	Similar	Similar	Similar
Location				
Surrounding Uses	Similar	Similar	Similar	Inferior
Frontage/Access	Similar	Similar	Similar	Similar
Physical Attributes				
Utility Availability	Similar	Similar	Similar	Similar
Entitlements	Similar	Similar	Similar	Similar
Site Size/Shape	Slightly Superior	Similar	Similar	Similar
Topography	Similar	Similar	Similar	Similar
Zoning	Similar	Inferior	Inferior	Inferior
Net Adjustments	$4.21	$3.42	$1.89	$2.98
Lump Sum/Other	$0.00	$0.00	$0.00	$0.00
Adjusted Price/sf	$4.21	$3.42	$1.89	$2.98
Site Size (acres)	**1.09**	**10.29**	**8.32**	**5.00**
Subtotal Adjusted Price/sf	$4.21	$3.42	$1.89	$2.98
	Comp 1	**Comp 2**	**Comp 3**	**Comp 4**
ADJUSTED PRICE/sf	$4.21	$3.42	$1.89	$2.98
Overall Comparability	Slightly Superior	Inferior	Inferior	Inferior

Mean:	$3.13	$1.89 Low		$4.21 High
Median:	$3.20	Range within one standard deviation of mean:		
Standard Deviation:	$0.97	$2.16	to	$4.10

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CONCLUSIONS

The presented comparables range in sales prices from $1.89/sf to $4.21/sf. The trending of the sales, and therefore the mean and median, is $3.13/sf to $3.20/sf respectively. In this instance the comparable sales presented establish general market parameters and are considered to provide a reliable indication of market value of the subject site. A summary table is provided below.

Qualitative Analysis Comparables	Price/sf	Site Size/Acres	Ranking
Comp 1	$4.21	1.09	Slightly Superior
Subject Site	———	———	———
Comp 2	$3.42	10.29	Inferior
Comp 4	$2.98	5.00	Inferior
Comp 3	$1.89	8.32	Inferior

As noted, Comparable 1 is located near the subject and approved for high density residential. We have given the greatest consideration to Comparable 1. Comparables 2-4 are considered overall inferior. Considering the presented market data and conversations with local brokers we have determined that the subject site is best supported at $4.00/sf.

Taking into consideration the comparables utilized conversations with real estate professionals active in the subject market, current market conditions, the subject's larger parcel location, site size, level of site improvements, access, and utility availability the indicated value for each property type is as follows:

Larger Parcel - Blocks SW9, SW10, SE1, SE2, SE3, SE4 - 19.31 Acres						
Land Value Calculation - High Density Residential						
Effective Date 7/24/2015						
Larger Parcel	841,144 SF	@	$4.00	/SF	=	$3,364,574
	19.31 Acres			***Rounded***		***$3,365,000***

We have applied the indicated value per square foot of $4.00/sf to the subject parcels as indicated below:

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Subject Site - S. Trailwood Way & W. Honeycomb Way
Effective Date 7/24/2015

Subject Site	11,326 SF	@	$4.00	/SF =	$45,302
	0.26 Acres			*Rounded*	***$45,000***

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, as of July 24, 2015, the "Hypothetical" market value of the subject property was:

"HYPOTHETICAL" (ACROSS THE FENCE MARKET VALUE) 0.26± ACRES: $45,000

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HIGH DENSITY RESIDENTIAL LAND SALES (RETROSPECTIVE DATE OF 1/2/2018 TO 9/12/2019)

We have provided relevant sales of development land in the subject's market area. The comparables considered most similar to the subject have been summarized following. It is noted that the market within this period had remained stable and insignificant differences were reflected between 1/2/2018 and 9/12/2019. The following outlines sales as of the retrospective date.

Summary of Land Sales

General Data	Comp 1	Comp 2	Comp 3	Comp 4
Common Name	Panamint Villas Subdivision	Breneman Square Sub.	Council Springs Apartments	Parkway @ 43rd Townhomes
Address/Location	5401 N Pierce Park Lane	TBD W Breneman St.	3711 S. Council Springs Road	511 N. 43rd St
City	Boise	Boise	Boise	Garden City
Legal Description	PAR #5447 @ E SIDE GOV LOT 3 SEC 19 4N 2E, B.M., Boise, Ada County, Idaho.	PAR #3940 OF NW4 SEC 33 4N 2E PARCEL B ROS 10887#233912-S	Lot 10 Block 5 Harris Ranch Subdivision No. 6	Lots 2-7, 16-21 and 26-31 Block 1, Twotown Parkway Subdivision #2, Garden City, Idaho.
Use at Sale	Vacant	Vacant	Vacant	Vacant/Residential
Proposed Use	Residential Development	Residential Development	Multi-Family	Multi-Family
Utility Availability	All Available	All Available	All	All
Zoning	R-1C	R-1C	SP-01	C-2
Frontage	Pierce Park Ln	Breneman St	Warm Springs & Council Springs	N. 43rd
Access	Average	Average	Good	Good
Parcel Shape	Irregular	Rectangular	Rectangular	Rectangular
Easements/ Restrictions	None Noted	None Noted	None Noted	None Noted
Transaction Info				
Sale Date	(Feb-17)	(June-17)	(Nov-17)	(July-17)
Parcel Number	S0619325447	S0633233940	R3482200090	R2734521491 and R2734521456
Parcel Size (Acres)	1.96	1.81	0.49	1.58
Parcel Size (SF)	85,378	78,844	21,170	68,825
Total Consideration	$300,000	$360,000	$215,000	$600,000
Price per acre	$153,061	$198,895	$442,387	$379,747
Unit Price (sf)	$3.51	$4.57	$10.16	$8.72
Price per Unit	$21,429	$22,500	$17,917	$30,000
Terms	Not Marketed	Cash	Cash	Cash
Marketing Period	Not Disclosed	Not Marketed	Not Marketed	Not Marketed
Grantor	Panamint Partners LLC	Terry Tippery	C4 Investments LLC	Tempest Boise LLC
Grantee	Dan Appel/Shiloh Homes	Wood River Builders LLC	Ustick Corner LLC	Inflection Development LLC
Confirmation	Dan Appel/Shiloh Homes	Todd Blackwell	PSA	PSA
Comments	Infill development proposed for 14 lots. Lot sizes range from 3,145± square feet to 4,960± square feet with an average of 4,251± square feet. Shiloh builders will complete the build-out with homes in the $300-350K price category. Existing home to be demolished. Not habitable.	Infill development proposed for 16 lots. Property was split from a larger parcel. Lot sizes range from 3,637± square feet to 5,078± square feet with an average of 4,053± square feet. Wood River Bldrs will complete the build-out with homes in the $280-300,000+ price category.	Proposed 12 unit apartment complex. Sales price was established at $150,000 cash. The seller also took a trade of a vacant lot in Garden City at 209 W 36th St, .29 acres. The parties agreed on a value of the lot at $65,000. The combined sales price was $215,000, or $10.16/sf, or $17,917/unit.	Proposed for a 20 unit rent restricted (LIHTC) project. Zoned C-2. All utilities available. Originally was a mobile home park with a SFR improvement of no value.

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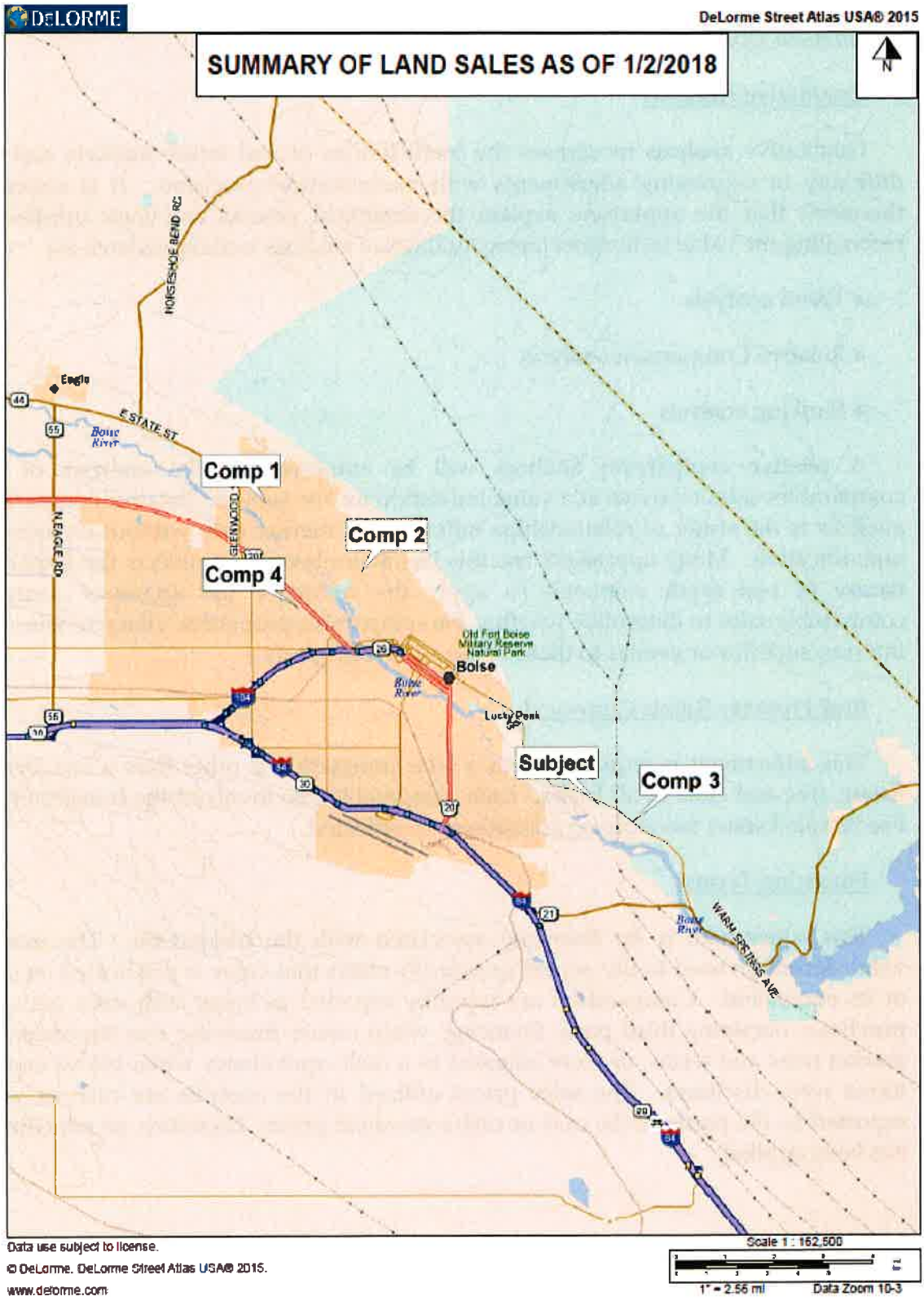

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ANALYSIS OF COMPARABLE HIGH-DENSITY LAND SALES

Qualitative Analysis

Qualitative analysis recognizes the inefficiencies of real estate markets and the difficulty in expressing adjustments with mathematical precision. It is essential, therefore, that the appraisers explain the analytical process and logic applied in reconciling the value indications using qualitative analysis techniques such as;

- Trend analysis
- Relative Comparison analysis
- Ranking analysis

A relative comparison analysis will be employed in the analysis of the comparables sales to arrive at a value indication for the subject. Relative comparison analysis is the study of relationships indicated by market data without recourse to quantification. Many appraisers use this technique because it reflects the imperfect nature of real estate markets. To apply the technique the appraiser analyzes comparable sales to determine whether the comparable properties' characteristics are inferior, superior or similar to those of the subject property.

Real Property Rights Conveyed

This adjustment is required when a sales transaction is other than a Fee Simple Estate, free and clear of all leases. Each comparable sale involved the transfer of the Fee Simple Estate; therefore no adjustment is indicated.

Financing Terms

This adjustment is for financing associated with the transaction. The market value definition used in this report specifically states that value is predicated on cash or its equivalent. Comparables are typically reported as being cash sales with the purchaser obtaining third party financing, when owner financing was equivalent to market rates and terms, or were adjusted to a cash equivalency when below-market terms were disclosed. The sales prices utilized in the analysis are cash or were reported by the parties to be cash or cash equivalent prices. Therefore, no adjustment has been applied.

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Conditions of Sale

This adjustment considers the motivations of the buyer and seller. All of the comparable sales are believed to represent arms-length transactions and no adjustments are warranted.

Market Conditions/Time

This adjustment accounts for changes in value due to variable market conditions. An indication of significant land value and single family home appreciation in the subject's neighborhood between 2003 and the end of 2006 is apparent, given the analysis of historical sales data. The market experienced dramatic reductions in values from 2007 to 2009. Sales transactions that occurred from 2009 and 2011, had shown some stabilization of values. Currently, market participants are experiencing a substantial uptick in residential demand as pricing and availability of financing are bringing buyers to the market. The transactions occurred within the past 24 months and are considered current. No adjustments have been applied.

Location

This adjustment reflects any differences attributable to location. The basis for this adjustment is proximity to major arterials in the area and location within the perceived growth patterns as evidenced by proposed road improvements and proposed development. With respect to residential use, those tracts in close proximity to existing housing developments are considered superior to those in more remote areas. The quality and price levels of surrounding residential development are also considered as an indication of quality of location as is the overall desirability and aesthetics.

Surrounding land uses: The subject is located in southeast Boise surrounded by existing single family residential, multi-family, and commercial developments, and is within favorable distance to shopping and services. Comparables 1 and 2 are in northwest Boise and have a mix of inferior priced homes and service commercial uses. We have ranked Comparables 1 and 2 inferior in location compared to the subject. Comparable 3 is located within the Harris Ranch development and has similar locational influences. Comparable 4 is within a transitional area in Garden City and is within an area of inferior priced housing.

Frontage/Access: Tracts of land, which have frontage on well-paved thoroughfares with curbs and gutters in place, are more desirable than tracts that have accessibility to lesser quality roadways that will require improvement in order for development to take place. This refers to the major neighborhood thoroughfares that provide access to the development or site and not to the interior streets. Comparable 3 is located on the corner of Warm Springs Ave. and Council Springs Rd. As indicated

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the subject has frontage along Warm Springs Ave. but the proposed development is accessed via interior roads. Overall Comparable 3 is considered slightly superior in access and frontage.

Utility Availability

The physical characteristics, which affect the cost of development or end-user demand for developed lots, should be considered, and if appropriate, adjusted for. Among the physical factors, which can affect development cost, are shape, topography/slope, soil conditions (drainage, expansiveness), sub-soil conditions (depth of bedrock, presence of ground water or location over aquifers), flood plain, and the availability of public services (utilities, police and fire protection, etc.). Physical factors, which can impact the desirability of eventual lots to be developed, include views, natural water amenities or trees.

Limited extension of utilities from primary arterials or adjacent developments is generally necessary for development and considered commonplace. In this instance the comparables are considered to be similar to the subject in respect to utility availability.

Entitlements

There are entitlement approvals in place for the subject as of the effective date of this appraisal. In today's market, with limited entitled parcels for sale in the market, buyers are attributing more contributory value to entitlements due to the fact that such parcels are ready for construction. As a result, buyers are attributing more value to entitled parcels with well-designed plats. The comparables had approvals in place at the time of sale or were purchased contingent upon achieving preliminary plat approval.

Topography & Soils

The comparables were considered equivalent, in terms of topography and soil conditions.

Parcel Size

Size adjustments are dictated by actual market-extracted buyer preferences. Typically, when all other attributes are equal, a smaller site will sell for more on the per unit basis than larger tracts due to reduced holding costs and risk, etc. Size adjustments must be considered carefully with such factors as economies of scale in providing utility service to larger tracts versus smaller ones. The comparables have smaller sites and thus reflect superior size influences.

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Zoning

Zoning directly impacts the development potential of a site, thereby affecting net present worth of the land. Typically, zoning adjustments are based on types of development allowed and allowable development densities. A higher allowed density may or may not contribute additional value, depending on the demand and supply of various density housing in the market.

Comparables 1 and 2 are inferior in density approval. Comparable 4 is zoned C-2 (General Commercial) and has superior potential for increased density. For this reason we have ranked Comparable 4 superior. Comparable 3 is very similar in density/zoning.

Unless otherwise noted, the basis for the following adjustments is from the compiled database of property sales in the local market, and the professional opinion of the appraiser.

The adjustment grid to this point is presented on the following page.

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QUALITATIVE ADJUSTMENT GRID	Comp 1	Comp 2	Comp 3	Comp 4
Common Name	Panamint Villas Subdivision	Breneman Square Sub.	Council Springs Apartments	Parkway @ 43rd Townhomes
Indicated Sales Price/sf	$3.51	$4.57	$10.16	$8.72
Sale Date	(Feb-17)	(June-17)	(Nov-17)	(July-17)
Property Rights Conveyed	Similar	Similar	Similar	Similar
Financing Terms	Similar	Similar	Similar	Similar
Conditions of Sale	Similar	Similar	Similar	Similar
Market Conditions (Time)	Similar	Similar	Similar	Similar
Location				
Surrounding Uses	Inferior	Inferior	Similar	Inferior
Frontage/Access	Similar	Similar	Superior	Similar
Physical Attributes				
Utility Availability	Similar	Similar	Similar	Similar
Entitlements	Similar	Similar	Similar	Similar
Site Size	Superior	Superior	Superior	Superior
Topography	Similar	Similar	Similar	Similar
Zoning/Density	Inferior	Inferior	Similar	Superior
Net Adjustments	$3.51	$4.57	$10.16	$8.72
Lump Sum/Other	$0.00	$0.00	$0.00	$0.00
Adjusted Price/sf	$3.51	$4.57	$10.16	$8.72
Site Size (acres)	1.96	1.81	0.49	1.58
Subtotal Adjusted Price/sf	$3.51	$4.57	$10.16	$8.72
	Comp 1	Comp 2	Comp 3	Comp 4
ADJUSTED PRICE/SF	$3.51	$4.57	$10.16	$8.72
Overall Comparability	Inferior	Inferior	Superior	Superior

Mean:	$6.74	$3.51 Low	$10.16 High
Median:	$6.65	Range within one standard deviation of mean:	
Standard Deviation:	$3.20	$3.54 to	$9.94

CONCLUSIONS

The presented comparables range in sales prices from $3.51/sf to $10.16/sf. The trending of the sales, and therefore the mean and median is $6.74/sf and $6.65/sf, respectively. In this instance the comparable sales presented establish general market parameters and are considered to provide a reliable indication of market value of the subject site. A summary table is provided below.

Qualitative Analysis Comparables	Price/SF	Site Size/Acres	Ranking
Comp 3	$10.16	0.49	Superior
Comp 4	$8.72	1.58	Superior
Subject Site	———	———	
Comp 2	$4.57	1.81	Inferior
Comp 1	$3.51	1.96	Inferior

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As previously discussed Comparables 1 and 2 are inferior in surrounding property types and allowed densities. Comparable 3 is similar in location and density but superior in frontage/access. Comparable 4 is superior in zoning and development potential.

Considering the presented market data and conversations with local brokers we have determined that the subject site is best supported at $6.00/sf.

Taking into consideration the comparables utilized conversations with real estate professionals active in the subject market, current market conditions, the subject's larger parcel location, site size, level of site improvements, access, and utility availability the indicated value for each property type is as follows:

Larger Parcel - Blocks SW9, SW10, SE1, SE2, SE3, SE4 - 19.31 Acres
Land Value Calculation - High Density Residential
Retrospective Dates 1/2/2018 to 9/12/2019

Larger Parcel	841,144 SF	@	$6.00	/SF	=	$5,046,862
	19.31 Acres			***Rounded***		***$5,047,000***

We have applied the indicated value per square foot of $6.00/sf to the subject parcels as indicated below:

Subject Site - S. Barnsdale Way & S. Brookridge Way
Retrospective Date 1/2/2018

Subject Site	13,068 SF	@	$6.00	/SF	=	$78,408
	0.30 Acres			***Rounded***		***$78,000***

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, as of January 2, 2018, the "Hypothetical" market value of the subject property as of the retrospective date of value was:

"HYPOTHETICAL" (ACROSS THE FENCE MARKET VALUE) AS OF THE RETROSPECTIVE DATE OF JANUARY 2, 2018 – 0.30± ACRES: $78,000

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Subject Site - S. Millbrook Way & S. Hopes Well Way
Retrospective Date 9/4/2018

Subject Site	11,326 SF	@	$6.00	/SF =	$67,954
	0.26 Acres			*Rounded*	*$68,000*

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, as of September 4, 2018, the "Hypothetical" market value of the subject property as of the retrospective date of value was:

"HYPOTHETICAL" (ACROSS THE FENCE MARKET VALUE) AS OF THE RETROSPECTIVE DATE OF SEPTEMBER 4, 2018 – 0.26± ACRES: $68,000

Subject Site - S. Trailwood Way, S. Honeycomb Way, S. Old Hickory Way, & E. Haystack Street (West)
Retrospective Date 9/12/2019

Subject Site	93,218 SF	@	$6.00	/SF =	$559,310
	2.14 Acres			*Rounded*	*$559,000*

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, as of September 12, 2019, the "Hypothetical" market value of the subject property as of the retrospective date of value was:

"HYPOTHETICAL" (ACROSS THE FENCE MARKET VALUE) AS OF THE RETROSPECTIVE DATE OF SEPTEMBER 12, 2019 – 2.14± ACRES: $559,000

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HIGH DENSITY RESIDENTIAL DEVELOPMENT LAND (EFFECTIVE DATE 7/25/2020)

We have provided relevant sales of development land in the subject's market area. The comparables considered most similar to the subject have been summarized following.

High Density Land Sales Effective Date 7/25/2020

General Data	Comp 1	Comp 2	Comp 3	Comp 4
Common Name	Harris Ranch Block SE5	Bogus Basin Road Condos	Council Springs Apartments	Parkway @ 43rd Townhomes
Address/Location	North of E Warm Springs Ave and South of Parkcenter Blvd	2811 Bogus Basin Rd	3711 S. Council Springs Road	511 N. 43rd St
City	Boise	Boise	Boise	Garden City
Legal Description	Block SE5 Harris Ranch Sub.	LOT 1 Highlands Office Plaza Sub	Lot 10 Block 5 Harris Ranch Subdivision No. 6	Lots 2-7, 16-21 and 26-31 Block 1, Twotown Parkway Subdivision #2, Garden City, Idaho.
Use at Sale	Vacant	Vacant	Vacant	Vacant/Residential
Proposed Use	Residential Development	Proposed 6-Unit Condominiums	Multi-Family	Multi-Family
Utility Availability	All Available	All	All	All
Zoning	Sp-01	L-OD	SP-01	C-2
Frontage	E Warm Springs Ave	Bogus Basin Rd	Warm Springs & Council Springs	N. 43rd
Access	Average	Good	Good	Good
Parcel Shape	Irregular	Rectangular	Rectangular	Rectangular
Easements/ Restrictions	None Noted	None Noted	None Noted	None Noted
Transaction Info				
Sale Date	(Jul-2020)	(Jan-19)	(Nov-17)	(July-17)
Parcel Number	S0929223317	R3616710010	R3482200090	R2734521491 and R2734514560
Parcel Size (Acres)	7.16	0.33	0.49	1.58
Parcel Size (SF)	311,890	14,375	21,170	68,825
Total Consideration	$2,261,199	$300,000	$215,000	$600,000
Price per acre	$315,810	$909,091	$442,367	$379,747
Unit Price (sf)	$7.25	$20.87	$10.16	$8.72
Terms	Cash	Cash	Cash	Cash
Marketing Period	Pre-Sold	65 days	Not Marketed	Not Marketed
Grantor	Barber Valley Development Inc	Not Disclosed	C4 Investments LLC	Tempest Boise LLC
Grantee	Blue Spruce Land Co.	ZWJ PROPERTIES LLC	Ustick Corner LLC	Inflection Development LLC
Confirmation	PSA	Mike Ballantyne/TOK	PSA	PSA
Comments	Proposed 192 condominium development. The site is unimproved and the seller will provide subdivision improvements. The sales price is based on development of the subdivision at sellers expense.	Fully approved for 6-unit residential condos. Currently zoned L-O Limited Office with CUP for 6-units. Approved for 3 story structure consisting of ground floor parking and 6 second & third floor condos. Contemporary architectural construction designs by Hummel Architects.	Proposed 12 unit apartment complex. Sales price was established at $150,000 cash. The seller also took a trade of a vacant lot in Garden City at 209 W 36th St, .29 acres. The parties agreed on a value of the lot at $65,000. The combined sales price was $215,000, or $10.16/sf, or $17,917/unit.	Proposed for a 20 unit rent restricted (LIHTC) project. Zoned C-2. All utilities available. Originally was a mobile home park with a SFR improvement of no value.

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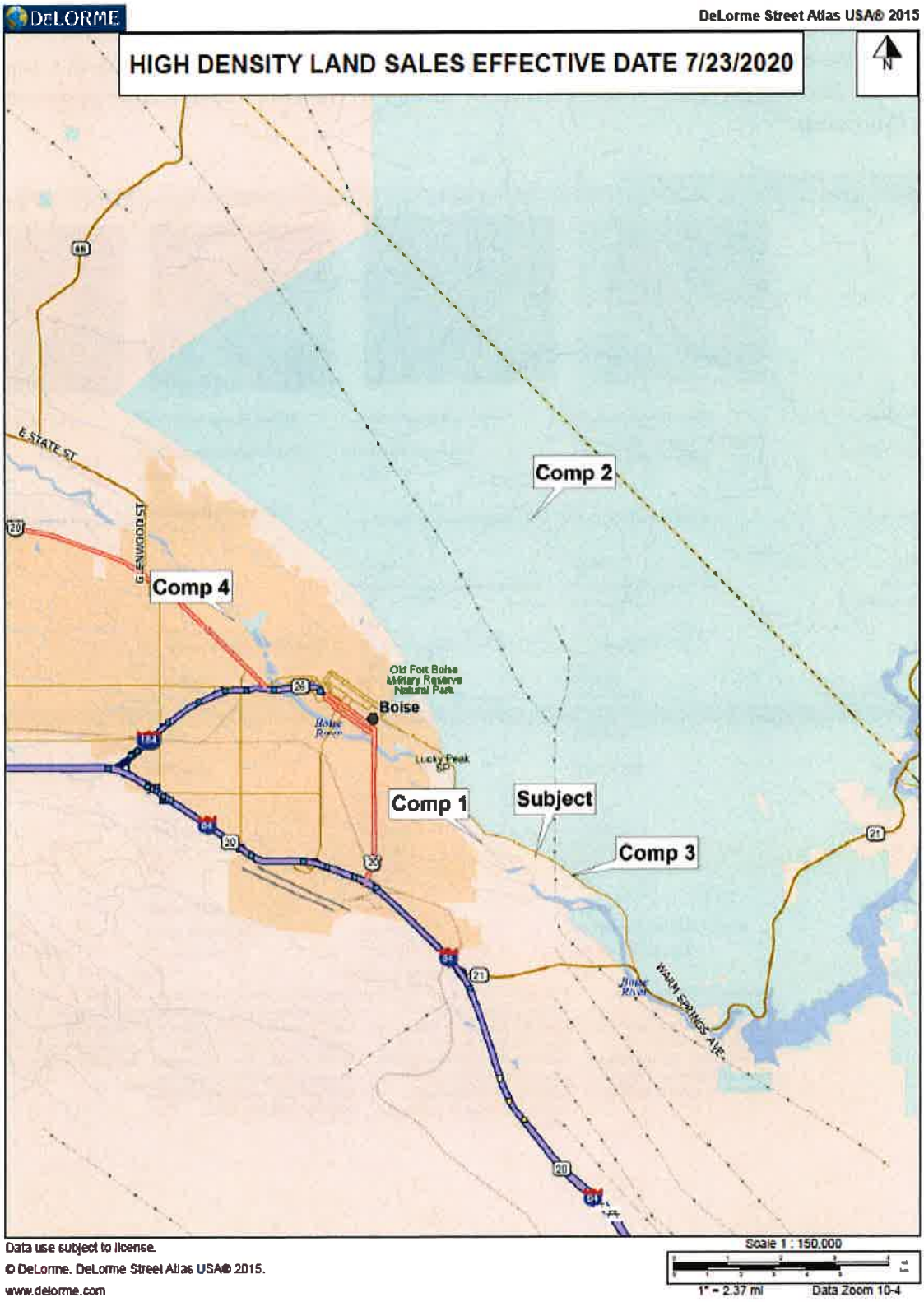

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ANALYSIS OF COMPARABLE HIGH-DENSITY LAND SALES

Qualitative Analysis

Qualitative analysis recognizes the inefficiencies of real estate markets and the difficulty in expressing adjustments with mathematical precision. It is essential, therefore, that the appraisers explain the analytical process and logic applied in reconciling the value indications using qualitative analysis techniques such as;

- Trend analysis
- Relative Comparison analysis
- Ranking analysis

A relative comparison analysis will be employed in the analysis of the comparables sales to arrive at a value indication for the subject. Relative comparison analysis is the study of relationships indicated by market data without recourse to quantification. Many appraisers use this technique because it reflects the imperfect nature of real estate markets. To apply the technique the appraiser analyzes comparable sales to determine whether the comparable properties' characteristics are inferior, superior or similar to those of the subject property.

Real Property Rights Conveyed

This adjustment is required when a sales transaction is other than a Fee Simple Estate, free and clear of all leases. Each comparable sale involved the transfer of the Fee Simple Estate; therefore no adjustment is indicated.

Financing Terms

This adjustment is for financing associated with the transaction. The market value definition used in this report specifically states that value is predicated on cash or its equivalent. Comparables are typically reported as being cash sales with the purchaser obtaining third party financing, when owner financing was equivalent to market rates and terms, or were adjusted to a cash equivalency when below-market terms were disclosed. The sales prices utilized in the analysis are cash or were reported by the parties to be cash or cash equivalent prices. Therefore, no adjustment has been applied.

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Conditions of Sale

This adjustment considers the motivations of the buyer and seller. All of the comparable sales are believed to represent arms-length transactions and no adjustments are warranted.

Market Conditions/Time

This adjustment accounts for changes in value due to variable market conditions. An indication of significant land value and single family home appreciation in the subject's neighborhood between 2003 and the end of 2006 is apparent, given the analysis of historical sales data. The market experienced dramatic reductions in values from 2007 to 2009. Sales transactions that occurred from 2009 and 2011, had shown some stabilization of values. Currently, market participants are experiencing a substantial uptick in residential demand as pricing and availability of financing are bringing buyers to the market. Comparable 1 & 2 are current transactions. Comparables 3 & 4 sold in 2017 during a period of less market demand.

Location

This adjustment reflects any differences attributable to location. The basis for this adjustment is proximity to major arterials in the area and location within the perceived growth patterns as evidenced by proposed road improvements and proposed development. With respect to residential use, those tracts in close proximity to existing housing developments are considered superior to those in more remote areas. The quality and price levels of surrounding residential development are also considered as an indication of quality of location as is the overall desirability and aesthetics.

Surrounding land uses: The subject is located in southeast Boise surrounded by existing single family residential, multi-family, and commercial developments, and is within favorable distance to shopping and services. Comparables 1 and 3 are located within the subject's Harris Ranch Development. Comparable 2 is near the Boise CBD and is generally similar in property types and demand. Comparable 4 is within a transitional area in Garden City and is within an area of inferior priced housing.

Frontage/Access: Tracts of land, which have frontage on well-paved thoroughfares with curbs and gutters in place, are more desirable than tracts that have accessibility to lesser quality roadways that will require improvement in order for development to take place. This refers to the major neighborhood thoroughfares that provide access to the development or site and not to the interior streets. Comparable 3 is located on the corner of Warm Springs Ave. and Council Springs Rd. As indicated the subject has frontage along Warm Springs Ave. but the proposed development is

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accessed via interior roads. Overall Comparable 3 is considered slightly superior in access and frontage.

Utility Availability

The physical characteristics, which affect the cost of development or end-user demand for developed lots, should be considered, and if appropriate, adjusted for. Among the physical factors, which can affect development cost, are shape, topography/slope, soil conditions (drainage, expansiveness), sub-soil conditions (depth of bedrock, presence of ground water or location over aquifers), flood plain, and the availability of public services (utilities, police and fire protection, etc.). Physical factors, which can impact the desirability of eventual lots to be developed, include views, natural water amenities or trees.

Limited extension of utilities from primary arterials or adjacent developments is generally necessary for development and considered commonplace. In this instance the comparables are considered to be similar to the subject in respect to utility availability.

Entitlements

There are entitlement approvals in place for the subject as of the effective date of this appraisal. In today's market, with limited entitled parcels for sale in the market, buyers are attributing more contributory value to entitlements due to the fact that such parcels are ready for construction. As a result, buyers are attributing more value to entitled parcels with well-designed plats. The comparables had approvals in place at the time of sale or were purchased contingent upon achieving preliminary plat approval.

Topography & Soils

The comparables were considered equivalent, in terms of topography and soil conditions.

Parcel Size

Size adjustments are dictated by actual market-extracted buyer preferences. Typically, when all other attributes are equal, a smaller site will sell for more on the per unit basis than larger tracts due to reduced holding costs and risk, etc. Size adjustments must be considered carefully with such factors as economies of scale in providing utility service to larger tracts versus smaller ones. In this case Comparables 2-4 are much smaller than the subject and superior in size influences. Comparable 1 is generally similar in size influences.

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Zoning

Zoning directly impacts the development potential of a site, thereby affecting net present worth of the land. Typically, zoning adjustments are based on types of development allowed and allowable development densities. A higher allowed density may or may not contribute additional value, depending on the demand and supply of various density housing in the market.

Comparables 1-3 are similar in density approval. Comparable 4 is zoned C-2 (General Commercial) and has superior potential for increased density. For this reason we have ranked Comparable 4 superior.

Unless otherwise noted, the basis for the following adjustments is from the compiled database of property sales in the local market, and the professional opinion of the appraiser.

The adjustment grid to this point is presented on the following page.

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QUALITATIVE ADJUSTMENT GRID	Comp 1	Comp 2	Comp 3	Comp 4
Common Name	Harris Ranch Block SE5	Bogus Basin Road Condos	Council Springs Apartments	Parkway @ 43rd Townhomes
Indicated Sales Price/sf	$7.25	$20.87	$10.16	$8.72
Sale Date	(Jul-2020)	(Jan-19)	(Nov-17)	(July-17)
Property Rights Conveyed	Similar	Similar	Similar	Similar
Financing Terms	Similar	Similar	Similar	Similar
Conditions of Sale	Similar	Similar	Similar	Similar
Market Conditions (Time)	Similar	Similar	Inferior	Inferior
Location				
Surrounding Uses	Similar	Similar	Similar	Inferior
Frontage/Access	Similar	Similar	Superior	Similar
Physical Attributes				
Utility Availability	Similar	Similar	Similar	Similar
Entitlements	Similar	Similar	Similar	Similar
Site Size/Shape	Similar	Superior	Superior	Superior
Topography	Similar	Similar	Similar	Similar
Zoning	Similar	Similar	Similar	Superior
Net Adjustments	$7.25	$20.87	$10.16	$8.72
Lump Sum/Other	$0.00	$0.00	$0.00	$0.00
Adjusted Price/sf	$7.25	$20.87	$10.16	$8.72
Site Size (acres)	7.16	0.33	0.49	1.58
Subtotal Adjusted Price/sf	$7.25	$20.87	$10.16	$8.72
	Comp 1	Comp 2	Comp 3	Comp 4
ADJUSTED PRICE/sf	$7.25	$20.87	$10.16	$8.72
Overall Comparability	Similar	Superior	Superior	Superior

Mean:	$11.75	$7.25 Low	$20.87 High
Median:	$9.44	Range within one standard deviation of mean:	
Standard Deviation:	$6.20	$5.55 to	$17.94

CONCLUSIONS

The presented comparables range in sales prices from $7.25/sf to $20.87/sf. The trending of the sales, and therefore the mean and median is $11.75/sf and $9.44/sf, respectively. In this instance the comparable sales presented establish general market parameters and are considered to provide a reliable indication of market value of the subject site. A summary table is provided below.

Qualitative Analysis

Comparables	Price/sf	Site Size/Acres	Ranking
Comp 2	$20.87	0.33	Superior
Comp 3	$10.16	0.49	Superior
Comp 4	$8.72	1.58	Superior
Subject Site	———	———	———
Comp 1	$7.25	7.16	Similar

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As previously discussed Comparable 2 is superior in size influences. Comparable 3 is superior in access and size influences. Comparable 4 is superior in zoning/use potential. Comparable 1 is within the subject's development and overall similar. As noted, Comparables 1 and 3 are within the subject development and have been given the greatest weight with a final indication slightly in favor of Comparable 1 due to similarities.

Considering the presented market data and conversations with local brokers we have determined that the subject site is best supported at $7.50/sf.

Taking into consideration the comparables utilized conversations with real estate professionals active in the subject market, current market conditions, the subject's larger parcel location, site size, level of site improvements, access, and utility availability the indicated value for each property type is as follows:

Larger Parcel - Blocks SW9, SW10, SE1, SE2, SE3, SE4 - 19.31 Acres
Land Value Calculation - High Density Residential
Effective Date 7/25/2020

Larger Parcel	841,144 SF	@	$7.50	/SF	=	$6,308,577
	19.31 Acres			***Rounded***		***$6,309,000***

We have applied the indicated value per square foot of $7.50/sf to the subject parcels as indicated below:

Subject Site - S. Barnsdale Way, S. Brookridge Way, S. Shadywood Way, S Millbrook Way, S. Hopes Well Way, E. Haystack Street (East)
Effective Date 7/25/2020

Subject Site	149,846 SF	@	$7.50	/SF	=	$1,123,848
	3.44 Acres			***Rounded***		***$1,124,000***

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, as of July 25, 2020, the "Hypothetical" market value of the subject property was:

"HYPOTHETICAL" (ACROSS THE FENCE MARKET VALUE) 3.44± ACRES: $1,124,000

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CERTIFICATE OF APPRAISAL

We certify that, to the best of our knowledge and belief:

1. All statements contained in this appraisal report are believed to be true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan, and therefore our compensation is not contingent upon the closing of a loan.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice.
8. The use of this report is subject to the requirements of the Appraisal Institute and the State of Idaho relating to review by its duly authorized representatives.
9. As of the date of this report we have completed the requirements under the continuing education program of The Appraisal Institute.
10. Sam Langston and Greg J. Contos have made a personal inspection of the subject of this report.
11. We have the necessary level of knowledge and experience to credibly estimate the value of the subject property, or have taken reasonable steps to achieve such competency and to provide a professional appraisal of the subject property, in accordance with the Uniform Standards of Professional Appraisal Practice.
12. Sam L. Langston, MAI is a designated member of the Appraisal Institute and has met the professional license/certification requirements for real estate appraisers practicing in the State of Idaho. He is a State Certified General Appraiser, and has been issued Idaho Certificate No. CGA-195.
13. Greg J. Contos, Idaho CRA #13, has met the professional license/certification requirements for real estate appraisers practicing in the State of Idaho and provided real property appraisal assistance in the data collection and compilation of data contained herein. No one else provided real property appraisal assistance in the preparation of this report.

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14. We have performed services, as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of the assignment. Specifically, we prepared a prior appraisal (LA File# 19.1160s) of the subject property with an effective date of August 22, 2019.

EXTRAORDINARY ASSUMPTIONS & LIMITING CONDITIONS

- We have relied upon plats, site sizes and specifications provided by the client and/or the client's representatives. Should these representations be amended, or prove to be inaccurate, the value estimates are subject to revision.

- A Phase 1 Environmental Study has not been provided regarding the site. The value estimate is predicated on the assumption that there is no such material on the property. Any such environmental risk discovered at a later data may require a revised estimate of value which may or may not be simply a reduction of the value by the estimated cost to cure the environmental condition. Properties known to have environmental risk may carry a stigma in the market place which also may or may not affect the value.

- For the purposes of this analysis the appraisal is based on a "Hypothetical" condition that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and is included as vacant residential development land to be developed as part of the Harris Ranch Subdivision as of the effective date of value. **A "Hypothetical" condition is defined as a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.** ***The hypothetical condition must be clearly and conspicuously disclosed in the report with a description of the hypothetical condition and a statement that its use might have affected the assignment results.***

- All statements of fact used in the report serving as the basis of the appraiser's analyses, opinions, and conclusions, are considered to be true and correct to the best of the appraiser's knowledge and belief. We shall have no responsibility for legal matters; questions of survey; legal description; opinion of title; soil or subsoil conditions; engineering; technical matters, etc.

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STATEMENT OF VALUE ESTIMATE

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, as of July 24, 2015, the "Hypothetical" market value of the subject property as of the retrospective date of value was:

"HYPOTHETICAL" (ACROSS THE FENCE MARKET VALUE) AS OF THE RETROSPECTIVE DATE OF JULY 24, 2015– 0.26± ACRES: $45,000

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, as of January 2, 2018, the "Hypothetical" market value of the subject property as of the retrospective date of value was:

"HYPOTHETICAL" (ACROSS THE FENCE MARKET VALUE) AS OF THE RETROSPECTIVE DATE OF JANUARY 2, 2018– 0.30± ACRES: $78,000

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, as of September 4, 2018, the "Hypothetical" market value of the subject property as of the retrospective date of value was:

"HYPOTHETICAL" (ACROSS THE FENCE MARKET VALUE) AS OF THE RETROSPECTIVE DATE OF SEPTEMBER 4, 2018– 0.26± ACRES: $68,000

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, as of September 12, 2019, the "Hypothetical" market value of the subject property as of the retrospective date of value was:

"HYPOTHETICAL" (ACROSS THE FENCE MARKET VALUE) AS OF THE RETROSPECTIVE DATE OF SEPTEMBER 12, 2019– 2.14± ACRES: $559,000

Based upon the physical inspection of the subject, the information supplied by the client; and subject to the Assumptions and Limiting Conditions set forth, as of July 25, 2020, the "Hypothetical" market value of the subject property was:

"HYPOTHETICAL" (ACROSS THE FENCE MARKET VALUE) 3.44± ACRES: $1,124,000

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Sincerely,
LANGSTON & ASSOCIATES, INC.

Sam Langston, MAI
Idaho CGA#195

Greg J. Contos
Idaho CRA #13

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ADDENDA

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UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS FOR "SUMMARY" APPRAISAL

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

Following are standard Underlying Assumptions and Limiting Conditions pertaining to the appraisals produced by LANGSTON & ASSOCIATES, INC. Some of the clauses contained herein may not be relevant to a given appraisal problem, such as in the case of a Letter of Opinion, or other form of Limited Appraisal. However, their inclusion in this document does not diminish the relevance of other assumptions and conditions set forth herein.

All statements of fact in the appraisal report which are used as the basis of the appraiser's analyses, opinions and conclusions will be true and correct to the best of LANGSTON & ASSOCIATES, INC.'S knowledge and belief. LANGSTON & ASSOCIATES, INC. shall have no responsibility for legal matters; questions of survey; opinion of title; soil or subsoil conditions; engineering; technical matters; or hazardous waste substances such as asbestos, radon gas, toxic wastes, or any other substances which might present a health hazard. LANGSTON & ASSOCIATES, INC. does not have expertise to advise in any of the foregoing matters and can offer no guarantees regarding them. The appraisal will simply assume, unless otherwise stated in the report, that no problems exist in any of the areas mentioned, and is not valid or to be relied upon if that assumption is incorrect.

By this notice, all persons and firms reviewing, utilizing or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not so accept. These conditions are a part of the appraisal report. They are a preface to any certification, definition, fact or analysis, and are intended to establish as a matter of record that the appraiser's function is to provide a present market value indication for the subject property based upon the appraiser's observations as to the subject property and real estate market. This appraisal report is an economic study to estimate value as defined in it. It is not an engineering, construction, legal or architectural study nor survey and expertise in these areas, among others, are not implied. The certification of this appraisal report is subject to the following assumptions and limiting conditions:

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LIMIT OF LIABILITY

The liability of LANGSTON & ASSOCIATES, INC. and affiliated independent contractors is limited to the client only and to the fee actually received by the appraiser. Further there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such third party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, client agrees in the case of lawsuit (brought by lender, partner or part owner in any form of ownership, tenant, or any other party), any and all awards, settlements of any type in such suit, regardless of outcome, that client will hold appraiser completely harmless in any such action.

IDENTIFICATION OF THE PROPERTY

Any legal description(s) shown herein are presumed to be correct, but have not been confirmed by a survey. The appraiser assumes no responsibility for such a survey, or for encroachments or overlapping that might be revealed thereby.

The appraiser renders no opinion of a legal nature, such as to the ownership of the property or condition of title.

The appraiser assumes the title to the property to be marketable, that the property is an unencumbered fee, and that the property does not exist in violation of any applicable codes, ordinances, statutes or any other governmental regulations.

APPRAISAL DATA AND ANALYSES SUBMITTED

The analysis and statements contained in the appraisal are statements of opinion only, and not necessarily the only indication of value or analysis that might be obtained on the subject property. Appraisal opinions by qualified appraisers differ. No warranty or guarantee, express or implied, is made by the appraiser indicating that his opinion represents the only opinion of dollar value which might be obtained by the client on the date of valuation.

The appraiser, by rendering his appraisal report, is not offering legal advise or conclusions of law. The client is advised that legal matters concerning the property may have a direct bearing on the value of the property. If such legal matters are different than those assumed by the appraiser and set forth herein, the appraiser's value conclusion may be invalid. Client is advised to retain legal counsel to advise

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client regarding the effect, if any, of the assumptions, legal or otherwise, made by the appraiser and set forth in these contingent and limiting conditions.

UNAPPARENT CONDITIONS

The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable than otherwise comparable property. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such things. The appraiser assumes no responsibility for adverse drainage conditions.

Only visual surface inspection of the property appraised has been made by the appraiser, unless otherwise instructed by the client. The appraiser assumes no liability for damages or losses sustained by the client for latent or non-apparent defects existing on, below, or above the property which may not readily be ascertainable by a visual surface inspection.

Nothing in this report should be deemed a certification or guarantee as to the structural and/or mechanical (electrical, heating, air conditioning, and plumbing) soundness of the building(s) and the mechanical systems that relate to the functions and operations of the subject property. Rather, this appraisal assumes functions and operations are satisfactory, consistent with the age and condition of the subject building(s) and associated mechanical systems, unless specifically stated in the report.

This report does not preclude or limit any party of interest from obtaining, at its own expense, architectural, engineering or contractor inspections report, certifications, assurances and/or guarantees, which might serve the purposes of technically ascertaining the structural and/or mechanical soundness of the subject property. All such reports received shall be made available to the appraiser.

INFORMATION AND DATA

The information and data supplied to the appraiser by others, and which have been considered in the valuation, are from sources believed to be reliable, but no further responsibility is assumed for its accuracy.

USE OF APPRAISAL

The appraisal report may not be used for any purpose except substantiation of the value estimated without written permission from the appraiser. All valuations in the report are applicable only under the stated program of highest and best use and are not necessarily applicable under other programs of use. The valuation of a component part of the property is applicable only as a part of the whole property.

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No separation may be made of any of the various valuation components without invalidating the results which would be derived by such a separation.

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report (s) remain the property of the appraiser for the use of the client, the fee being for the analytical services only.

One (or more) of the signatories of this appraisal report is a Member (or Candidate) of the American Institute of Real Estate Appraisers of the National Association of Realtors. The Bylaws and Regulations of the Institute require each member and Candidate to control the use and distribution of each appraisal report signed by such Member of Candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communications without the prior written consent of the signatories of this appraisal report.

This appraisal report was obtained from LANGSTON & ASSOCIATES, INC., and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (B) (4). Please notify the signatories of the accompanying report of any request for reproduction of the report or any part thereof.

SKETCHES AND MAPS

The sketches included in the report are only for the purpose of aiding the reader in visualizing the property and are not based on surveys. Sizes and dimensions not shown should not be scaled from the sketches.

COURT TESTIMONY

Testimony or attendance in court by reason of the appraisal, with reference to the property in question, shall not be required of the appraisers herein named unless arrangements have been made prior to the completion and delivery of the report. Any such appearance and/or preparation for testimony will necessitate additional compensation than that which has been received for this appraisal report. Unless expressly provided for at some future time, the findings contained herein are limited to uses outlined in the "Purpose of the Appraisal" section of the report.

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ECONOMICS

The values ascribed in this report are based on the present purchasing power of the dollar and on the present economy.

The value estimation herein is subject to an all cash purchase consistent with the definition of market value utilized in the report and does not reflect special or favorable financing in today's market unless specifically stated. The estimated market value is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and the appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value; they are thus subject to change, as the market and value are naturally dynamic.

The "estimate of market value" in the appraisal report is not based in whole or in part upon the race, color or natural origin of the present owners or occupants of the properties in the vicinity of the property appraised.

The appraisal report and value estimate are subject to change if the physical or legal entity or financing are different than that envisioned in this report.

ENVIRONMENTAL REQUIREMENTS

Unless otherwise stated in this report, the existence of hazardous material, 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 material 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, petroleum leakage, agricultural chemicals, PCBs, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the expressed assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert is this field, if desired.

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INCOME PROPERTY APPRAISALS

Responsible ownership and competent management are assumed. Data submitted to the appraiser regarding income and expenses is assumed to be accurate unless otherwise stated.

This appraisal reflects a value based upon market considerations. It is not represented that the opinion as to value would allow for the replacement of the property in kind if it were destroyed.

AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

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Langston
& Associates
A REAL ESTATE SERVICES CORPORATION

June 16, 2020

LeNir, Ltd. AT Harris Ranch
Attn: Ms. Amy Mitchell
208.344.1131
amy@lenirltd.com

Re: **Southern Half Roads at Harris Ranch**: S. Traildwood Way, S. Honeycomb Way, S. Old Hickory Way, S. Barnside Way, S. Brookridge Way, S. Shadywood Way, S. Millbrook Way, S. Hopes Well Way, Boise, ID.

Dear Ms. Mitchell:

Per your request, this letter is to confirm our agreement to perform an appraisal for the purposes of determining a market value estimate for the above referenced property. The following conditions will be the basis of a contract agreement between LeNir, Ltd. At Harris Ranch, at the request of Amy Mitchell ("Client") and LANGSTON & ASSOCIATES, INC. ("LA").

1. The appraisal is to be of the Market Value of the property in accordance with the current definition utilized by the Uniform Standards of Professional Appraisal Practices.

2. At your direction, you requested an *Appraisal Report* to be presented in a *Summary Format*. This summary appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for a summary appraisal report. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers' file. The depth of discussion contained in this report is specific to the needs of the clients and for the intended use stated within the report. The appraisers are not responsible for unauthorized use of this report.

3. LA agrees to exercise independent judgment and to complete the appraisal assignment in accordance with sound appraisal practice and the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

4. Clients agree to pay LANGSTON & ASSOCIATES, INC as compensation for professional appraisal services, as specified following:

   The fee is not to exceed The balance is due immediately upon clients' receipt of the appraisal report.

5. LANGSTON & ASSOCIATES, INC does not assure or guarantee any preconceived value to the clients.

6. LANGSTON & ASSOCIATES, INC agrees to provide the clients a PDF copy of the appraisal report.

7. The anticipated date of completion for this project is **thirty days (30) from date of engagement.** This assumes LA's receipt from the clients of all data pertinent to the assignment, **including a signed engagement letter**. The estimated completion period assumes that access to the property is readily available. We agree to make a good faith effort to complete the report within the anticipated time frame; but reserve the right to delay such completion where strict adherence would compromise the quality or validity of the resulting analysis.

8. All statements of fact in the appraisal report which are used as the basis of the appraiser's analyses, opinions and conclusions will be true and correct to the best of the LA's knowledge and belief. LANGSTON & ASSOCIATES, INC shall have no responsibility for legal matters; questions of survey; opinion of title; soil or subsoil conditions; engineering; technical matters; or hazardous waste substances such as asbestos, radon gas, toxic wastes, or any other substances which might present a health hazard. LANGSTON & ASSOCIATES, INC does not have expertise to advice in any of the foregoing matters and can offer no guarantees regarding same. It is the express assumption, unless otherwise noted in the body of the report that no problems exist in any of the preceding areas which might impact the estimation of Market Value. LANGSTON & ASSOCIATES, INC will, however, disclose the existence of any such issues should they become known to us prior to or during the course of our analysis of the subject property.

9. If the clients request or anyone requires LANGSTON & ASSOCIATES, INC or its agent(s) to testify or be in attendance at any court or administrative law proceeding relating to this appraisal, or attend conferences relating thereto, clients shall pay LANGSTON & ASSOCIATES, INC at the rate of $350.00 per hour.

10. If you agree to the conditions set forth herein and authorize LANGSTON & ASSOCIATES, INC to begin the appraisal process and subsequently decide that our services are no longer needed, you are responsible for payment for the time LANGSTON & ASSOCIATES, INC has invested in the project. In this case you will be billed for the time invested at a rate of $175 per hour, not to exceed the fee quote for the complete appraisal.

11. In the event any provision of this agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this agreement and all other provisions shall remain in full force and affect.

12. By the clients' 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 clients, by accepting this report indemnifies the appraiser for any liability pertaining to the appraisal assignment exceeding the fee charged.

Your signature on the original of this letter, returned to our office, will confirm our mutual understanding. Upon receipt of such, and all applicable information, we will immediately undertake our analysis of the above-referenced property. We appreciate this opportunity to be of service to you.

Sincerely,
LANGSTON & ASSOCIATES, INC.

Sam Langston, MAI
Principal

Client (Signature)

Client Name & Title (Printed)

6-23-20
Date

Langston & Associates
A REAL ESTATE SERVICES CORPORATION

SAM LANGSTON, MAI

LANGSTON & ASSOCIATES, INC.
A REAL ESTATE SERVICES CORPORATION
210 W JEFFERSON STREET · BOISE, ID 83702

PROFESSIONAL EXPERIENCE

Langston & Associates, Inc. 2004 - Present
Real Estate Services Corporation Boise, ID
Principal: Offering valuation/evaluation, environmental, market research and analysis of commercial and residential properties. Served as President of the Southern Idaho Chapter of Appraisal Institute, 2005 – 2006. - www.slangston.com

Langston - Williams, Inc. 1997 – 2004
Real Estate Services Corporation Boise, ID
Principal: Offering valuation/evaluation, environmental, market research and analysis of commercial and residential properties. - www.langstonwilliams.com

Single Point Solutions 1999 – 2006
GIS Software Corporation Boise, ID
Principal: Offering Geospatial services tailored for the Real Estate Industry, including Title, Brokerage, and the Public Sector. SPS also provides Internet and Database Application Development incorporating GIS technology as well as client - side and server - side customized solutions including LandPoint™, LandQuery™ and Title Production Management (TPM™) software. - www.spsgis.com

Janoush & Associates 1991 - 1997
A Real Estate Appraisal, Investment and Consulting Firm Boise, ID
Associate Appraiser: Completed appraisals and consulting assignments for major in state and out of state financial institutions as well as assignments for the private and public sector.

EDUCATION

UNIVERSITY OF MISSISSIPPI August 1991
Bachelors in Business Administrations Oxford, MS
Majored Real Estate and Finance

University of Mississippi	Principles of Real Estate
University of Mississippi	Real Estate Valuation and Appraisal
University of Mississippi	Real Estate Law August
Society of Real Estate Appraisers	An Introduction to Income Property Appraising, Course 201
Appraisal Institute	Course 101, An Introduction to Appraising Real Property
Appraisal Institute	Course 1BA, Capitalization Theory & Techniques, Part A
Appraisal Institute	Course1BB, Capitalization Theory & Techniques, Part B
Appraisal Institute	Course SPP, Standards of Professional Practice, Part A
Appraisal Institute	Course SPP, Standards of Professional Practice, Part B
Appraisal Institute	Course 520, Highest & Best Use and Market Analysis

Appraisal Institute	Understanding & Reporting Limited Appraisals
Appraisal Institute	Course 540, Report Writing & Valuation Analysis
Appraisal Institute	Course 550, Advanced Applications
Palmer Groth & Pietka	30 Specialized Appraisal Issues
Appraisal Institute/Ted Whitmer	The Comprehensive Appraisal Workshop
Appraisal Institute/Ted Whitmer	The Comprehensive Appraisal Workshop
Appraisal Institute/Tom Boyle	The Appraisal of Special Purpose Properties
Appraisal Institute/Tom Boyle	The Appraisal of Local Retail Properties
Appraisal Institute	State of the Valuation Profession
Appraisal Institute	Eminent Domain/Idaho Issues
Appraisal Institute	Standards of Professional Appraisal Practice, Part C
Appraisal Institute	Standards of Prof Practice, Part C
Appraisal Institute	State of the Valuation Profession
Appraisal Institute	Eminent Domain/Idaho Issues
Appraisal Institute	Intro to GIS Applications for Real Estate Appraisal
Appraisal Institute	Online Analyzing Operating Expenses
Appraisal Institute	Committee CE Credit - Chapter Level
Appraisal Institute	Eminent Domain & Inverse Condemnation
Law Seminars International	Eminent Domain & Inverse Condemnation
Appraisal Institute/James Boykin	Land Valuation Assignments
Appraisal Institute	Advanced Sales Comparison & Cost Approach
Appraisal Institute	Analyzing Operating Expenses
Appraisal Institute	Introduction to GIS
Appraisal Institute	National USPAP Update Course
Appraisal Institute	Committee CE Credit
Appraisal Institute	Advanced Income Capitalization
Southern Idaho Chapter of AI Seminar	Eminent Domain Past, Present & Future
Appraisal Institute	Evaluating Residential Construction
Appraisal Institute	Evaluating Commercial Construction
Betterbricks Professional Training	Green to Green Sustainable Development
Appraisal Institute	Appraisal of Local Retail Properties
Appraisal Institute	Special Purpose Properties
CCIM	Introduction to Commercial Investment Real Estate Analysis
CCIM	Financial Analysis for Commercial Investment Real Estate
Appraisal Institute	National USPAP Update Course
Appraisal Institute	National USPAP Equivalent Course
Appraisal Institute	Business Practices and Ethics
Appraisal Institute	Analyzing Distressed Real Estate
Appraisal Institute	Forum - Foreclosure, Short Sale, Auction Price = Market Value?
Appraisal Institute	Appraisal Curriculum Overview
Appraisal Institute	Uniform Appraisal Standards for Federal Land Acquisitions
Appraisal Institute	National USPAP Equivalent Course
Appraisal Institute	Supervising Appraisal Trainees
Appraisal Institute	Fundamentals of Separating Real Property, Personal Property

Representative Clients

Washington Trust Bank	St. Luke's Colliers
Bank of the Cascades	Bank of America
Wells Fargo	Bank of the West
Zion's First National Bank	Mountain West Bank
US Bank	Mountain Enterprises
Idaho Independent Bank	Selco Credit Union
D.B. Fitzpatrick	Home Federal Bank
Idaho Central Credit Union	Idaho First Bank
Intermountain Community Bank	Key Bank
Banner Bank	Rock Canyon Bank
Northwest Bank	Strategic Operations
D. L. Evans Bank	Umpqua Bank

Representative Properties & Value Ranges of Appraisals Preformed

Retail	$200,000 - $20,000,000	Apartments	$100,000 - $12,000,000
Office	$100,000 - $16,000,000	Hostelry	$500,000 - $5,000,000
Industrial	$100,000 - $3,000,000	Farms/Ranches	$250,000 - $5,000,000
Condemnation	$5,000 - $500,000	Special Purpose	$400,000 - $1,300,000
Subdivisions	$150,000 - $7,000,000	Recreational	$50,000 - $4,000,000

REFERENCES

Mr. Dean Emanuels, MAI
Washington Trust Bank
717 W Sprague Avenue
Spokane, WA 99210
(509) 353-3854
Demanuels@watrust.com

Ms. Jennifer Green
Bank of the Cascades
888 SW Fifth Ave, Ste 1000
Portland, OR 97204
(503) 499-5920
Jgreen@botc.com

Mr. Paul Dovenbarger, SLC
Wells Fargo Bank - RETECHS
299 S. Main St, 6th Flr
Salt Lake City, UT 84111
(801) 246-1651
Paul.a.dovenbarger@wellsfargo.com

Mr. John Romney, MAI
Zion's First National Bank
One South Main St, 8th Flr
Salt Lake City, UT 84133-1109
(801) 844-7332
John.Romney@Zionsbank.com

Mr. John Ingle
U.S. Bank
555 SW Oak St, Plaza 4th Floor
Portland, OR 97204
(503) 464-4592
John.ingle@usbank.com

Ms. Susie O'Ban
Idaho Independent Bank
401 W. Front St, Ste 200
Boise, ID 83702
(208) 947-5304
Susie.oban@iibk.net

Mr. Tim Higginbotham
Washington Trust Bank
717 W. Sprague Ave, 7th Flr
Spokane, WA 99210
(509) 353-3854
Thigginbotham@watrust.com

Mr. John N. Evans, MAI
Intermountain Community Bank
5211 E. Sprague Ave.
Spokane Valley, WA 99212
(509) 944-3974
John.evans@intermountainbank.com

Bureau of Occupational Licenses
Department of Self Governing Agencies

The person named has met the requirements for licensure and is entitled under the laws and rules of the State of Idaho to operate as a(n)

CERTIFIED GENERAL APPRAISER

SIME L LANGSTON
210 W. JEFFERSON
BOISE ID 83702

Kelley Packer	CGA-195	10/28/2020
Chief, B.O.L.	Number	Expires

Langston & Associates
A REAL ESTATE SERVICES CORPORATION

GREG CONTOS

PROFESSIONAL EXPERIENCE

LANGSTON & ASSOCIATES, INC. 2011 - Present
Real Estate Appraiser, Independent Contractor Boise, ID
Appraisal of multi-family units, offices, subdivisions, commercial and agricultural land, retail buildings, industrial sites, and special use properties throughout Idaho.

CONTOS PROPERTIES, LLC 2000 – Present
Real Estate Investments Boise, ID
Acquisition and sales of Small Office, Residential, and Multi-Family investment properties.

GREG CONTOS & ASSOCIATES 1989 – Present
Principal, Real Estate Appraiser Boise, ID
Appraisal of residential and complex luxury homes, recreational, REO, land, and multi-family unit properties throughout Idaho.

MOUNTAIN STATES APPRAISAL & CONSULTING 1985-1989
Real Estate Appraisal Boise, ID
Appraisal of residential and commercial properties throughout Idaho.

EDUCATION

MOST RECENT CE PERIODS
Appraisal of Small Apartment Properties, 2019
USPAP Update for Non-Residential Real Property, 2019
Subdivision Valuation, 2018
Statistics, Modeling and Finance, 2018
Real Estate Ethics and Practice, 2017
Site Analysis and Valuation, 2017
Court Testimony for Commercial Appraisers, 2016

EXTENSIVE CE COURSES OVER A 20YR PERIOD
R.E Appraisal Principles
Residential Valuation
Standards of Professional Practice
Capitalization Theory & Tech
Standards of Professional Practice
Feasibility Analysis
FHA and The Appraisal Process
Internet Search Strategies for R.E. Appraisers
Appraising From Blueprints and Specifications
Residential Design & Functional Utility
Introduction to GIS Applications

Valuation of Detrimental Conditions
Analyzing Distressed Real Estate
7-Hour National USPAP Equivalent
Business Practices and Ethics
Residential Property Construction
New Technology for RE Appraisers
Professional's Guide to the Fannie Mae 2-4 Units
What Commercial Clients Would Like Appraisers to Know
International Valuation Standards
REO and Foreclosures
Green Building for Appraisers
Appraising Historic Properties
Practices and Pitfalls for Appraisers

MEMBERSHIPS & APPOINTMENTS

SRA DESIGNATION, APPRAISAL INSTITUTE (CURRENTLY INACTIVE)
IDAHO REAL ESTATE COMMISSION #SP43199

REPRESENTATIVE CLIENTS

Bank of America
Umpqua Bank
Bank of the West
Banner Bank
City of Boise
D.B. Fitzpatrick
D.L. Evans Bank
Northwest Bank
Idaho Central Credit Union
Sunwest Bank
Idaho First Bank
Idaho Independent Bank
Intermountain Community Bank
Syringa Bank
Washington Trust Bank
Wells Fargo Bank
Zions First National Bank
Various Government Agencies

Bureau of Occupational Licenses
Department of Self Governing Agencies

The person named has met the requirements for licensure and is entitled under the laws and rules of the State of Idaho to operate as a(n)

CERTIFIED RESIDENTIAL APPRAISER

GREG J CONTOS
6490 PLANTATION LN
BOISE ID 83703

Kelley Packer	CRA-13	03/06/2020
Chief, B.O.L.	Number	Expires

Wiring Instructions:

Columbia State Bank

Routing [redacted]

Account [redacted]

Barber Valley Development Inc.

J. Exhibit J – Completeness Letter for Project GO21-4

T. Hethe Clark
(208) 388-3327
hclark@clarkwardle.com

Via electronic mail (dhasegawa@cityofboise.org)

December 4, 2023

The Board of the Harris Ranch Community Infrastructure District No. 1 ("**HRCID**")
c/o David Hasegawa, District Manager
150 N. Capitol Blvd.
Boise, Idaho 83702

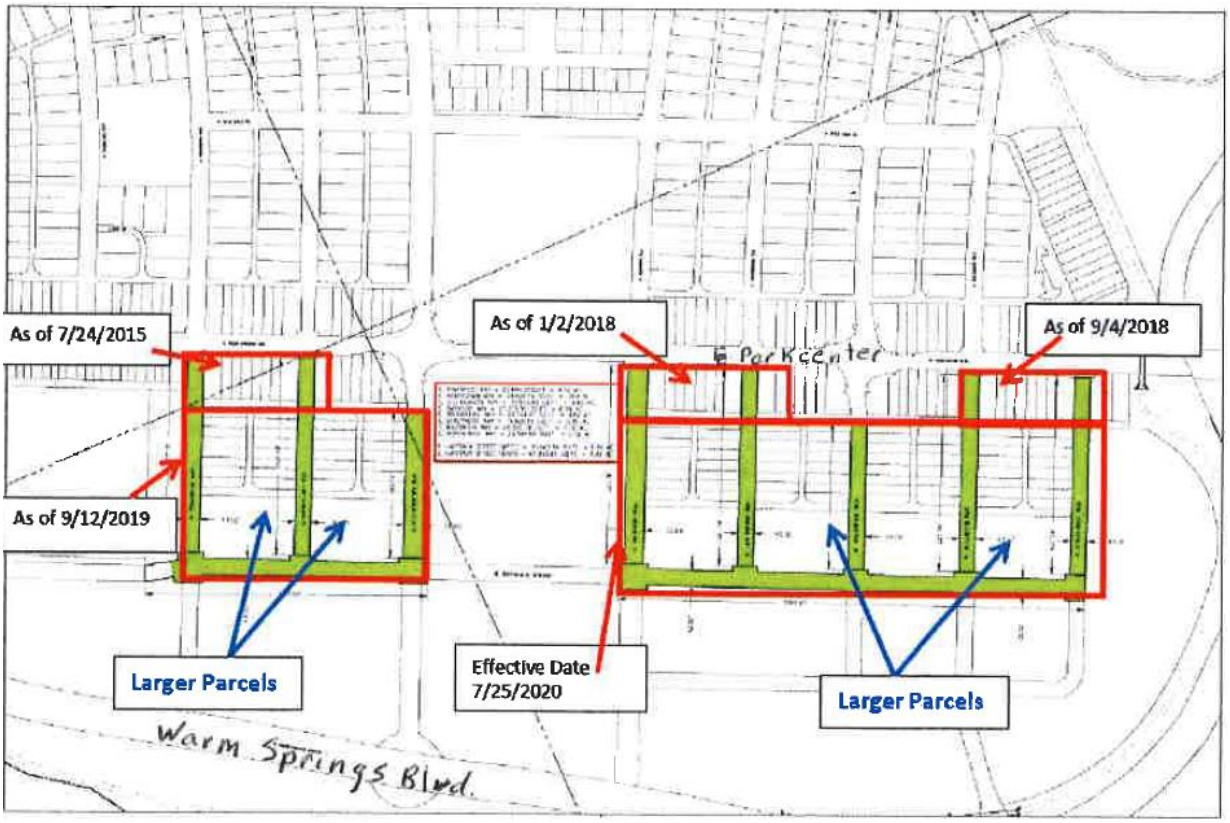
Re: Completeness Letter – Southern Half of Roadway Parcels Located within the Harris Ranch Subdivision (Portions of Phases 2, 6, 8, 9, and 11)

Dear Members of the Board:

This letter is a follow-up to a request received for a detailed analysis of how the above payment request conforms to both the requirements of Title 50, Chapter 31 of Idaho Code (the "**CID Act**") and the District Development Agreement No. 1 for the Harris Ranch Community Infrastructure District No. 1 (the "**Development Agreement**"). As noted below, this request does meet the letter of the CID Act and the Development Agreement and is eligible for reimbursement.

Background

This payment request is associated with certain real property ultimately dedicated for road right-of-way. These areas are located within the HRCID and include areas dedicated to the Ada County Highway District ("**ACHD**"). The general location of the subject roadways is shown below as depicted in the application submitted to the HRCID on March 1, 2021:



Conformity with the Development Agreement

The Development Agreement provides the roadmap for reimbursement of eligible projects within HRCID. Much of the Development Agreement contemplates *construction* of projects; however, there are no construction costs associated with this payment request – only the value of the real property. This is also permitted under the Development Agreement and the CID Act.

Compliance with Applicable Codes. Per Section 2.1(b) of the Development Agreement, no construction was undertaken and no codes are applicable.

Public Bidding. Section 2.2 requires conformity with public bidding requirements; however, public bidding requirements do not apply because this is an acquisition of an interest in real property.

Cost Review. Sections 2.3 and 3.2(a) require that all project costs be submitted to the District Engineer for review. No construction costs are part of this payment request; accordingly, there was no public bid and there is no cost review to be undertaken. An appraisal has been submitted to establish the acquisition cost and this appraisal is subject to HRCID review and approval.

Conveyance to a Public Entity. The real property in question has been dedicated to ACHD.

Conditions for Payment. Section 3.3 includes a number of conditions for payment, outlined below:

Item	Description	Status
(i)	Certificate of Engineers	Not applicable
(ii), (v)	Evidence of public ownership	The relevant real property has been dedicated to ACHD
(iii)	Environmental assessments	Not requested – no evidence of contamination
(iv)	Conveyance to public entity	The relevant real property has been dedicated to ACHD
(vi)	Assignment of warranties	Not applicable
(vii)	Acceptance letters	ACHD has accepted the dedication of the real property
(viii)	Other documents requested by District Manager	None requested to developer's knowledge

In sum, each of the Development Agreement requirements for reimbursement have been satisfied.

Conformity with the CID Act

This payment request is also eligible for reimbursement per the CID Act, as shown below:

Public Ownership. Section 50-3101(2) requires that community infrastructure must be owned by the state or a political subdivision.[1] The relevant real property has been dedicated to ACHD.

Definition of Community Infrastructure. The relevant real property is eligible for reimbursement under the definition of community infrastructure. Section 50-3102(2) states that community infrastructure includes "[h]ighways, parkways, expressways, interstates… interchanges, bridges, crossing structures, and related appurtenances." The definition of community infrastructure also includes those public facilities identified in Idaho Code Section 67-8203(24), which include "[r]oads, streets and bridges, including rights-of-way." In other words, roads constitute community infrastructure. Community infrastructure also includes "interests in real property ***for*** community infrastructure." (I.C. § 50-3102(2)(e) (emphasis added)). The relevant real property qualifies as community infrastructure.

Substantial Nexus and Direct or Indirect Benefit. Section 50-3102(2) requires that community infrastructure have a substantial nexus and a direct or indirect benefit to the district. The term substantial nexus is not defined in the CID Act; however, in its typical usage, this refers to the overlap between the development of the HRCID, the needs that development creates, and the role the project plays in satisfying those requirements. Whether there is a direct or indirect benefit is a very similar analysis. In this case, the real property in question underlies roadways dedicated to ACHD. The roads in question surround the multi-family areas of the project, but they are part of the roadway network that provides access to the Boise School District's new elementary school site. These roads also access other areas of the project that will be highly visited upon future buildout, including the park areas of the Village Green and the commercial areas of the Village Center.

[1] Per Section 50-3105(2), community infrastructure may also be located in easements in favor of a political subdivision of the State of Idaho.

Fronting Individual Single-Family Residential Lots. As noted in prior correspondence, the term "fronting" is not defined in the CID Act but its everyday meaning comes from the zoning context. Per City Code and common usage of the term, fronting requires adjacency. Per Boise City Code, "Lot, Frontage" refers to "[t]hat portion of a lot that abuts a public right-of-way or other access." (Boise City Code, Section 11-012-05 (emphasis added)). Another example: in order to have "street frontage" (and, in many instances, be eligible for a building permit), the City looks for the portion of a lot that "fronts upon a street or alley. To constitute frontage, the subject street or alley must provide access to abutting properties." (Id. (emphasis added)). In other words, there is no access (and therefore no street frontage) if the street does not physically touch the property in question to allow access. In addition, Judge Baskin in her Memorandum Decision and Order on Petition for Judicial Review (see, *e.g.*, Page 26) found the "fronting" exclusion does not apply when community infrastructure fronts multiple—not just individual—single-family lots.

The real property in question qualifies under each of these tests. The right-of-way underlies the "grid" that serves the central areas of the project and, therefore, serves multiple single-family lots. In addition, the real property in question is separated from single-family lots by property designated on each of the relevant plats as common area or by areas containing sidewalk easements and sidewalk facilities in favor of the City of Boise. It should also be noted that this exclusion only potentially applies to the townhome areas in the northern areas relevant to this payment request. The lower third of each block is taken up by single-lot condominium projects. As a result, these areas are not affected by the "fronting" limitation to any degree whatsoever.

Conclusion

As shown above, we believe that this particular payment request is eligible for reimbursement under the CID Act and the Development Agreement.

Very truly yours,

T. Hethe Clark
HC/bdb

c: CID Board Members
CID Staff (Jim Pardy (CID Engineer), Rob Lockward (CID Counsel))
Client

K. Exhibit K – Letter dated July 14, 2021, titled "Proposed HRCID Budget for Fiscal Year 2022" Hypothetical assumptions for appraisal of land value"

HARRIS RANCH CID TAXPAYERS' ASSOCIATION

July 14, 2021

Members of the Board
Harris Ranch Community Infrastructure District No. 1 ("HRCID")
City of Boise
150 N Capitol Blvd
Boise, Idaho 83702

Re: Proposed HRCID Budget for Fiscal Year 2022

Members of the HRCID Board:

The purpose of this letter is to express our objection to one of the proposed payments to the Harris Ranch developers ("Developers") included in the proposed HRCID budget for fiscal year 2022.

The proposed budget includes an estimated payment to the Developers of almost $1.9 million for "Southern Half Roadways" (Project ID No GO21-4). The request for payment submitted by the Developers reveals that they are seeking payment for the supposed "value" of the land underlying some of the local access roads that they have constructed in the Harris Ranch development. They have apparently submitted their request pursuant to Section 4.2(b) of the Development Agreement among the City, the HRCID and the Harris Family Limited Partnership. That subsection provides for payment to the Developers of the "fair market value of the real property for rights of way" with respect to improvements they construct and dedicate to public use.

The "appraisal" submitted to justify their request is predicated on the "hypothetical" assumption that the land underlying the roadways could be used to build additional homes. But the rather obvious and fundamental problem with the appraisal and the Developers' request is that the land in question necessarily *cannot* be used to build additional homes, as that land is *required* as a *condition of the development* to be used as roadways. A development without any access roads, in which homeowners would have to hike perhaps a half dozen blocks or more to get to their homes, would not be an attractive development. More importantly, it would not have received the requisite development permits. So, the "fair market value" of land on which a public roadway is *required* to be constructed *as a condition for the development* is almost nil. We therefore object to its inclusion in the budget and consider this to be a serious abuse of the CID.

The appraiser, consistent with USPAP Standards, has been careful (and understandably so), to explain the "hypothetical" nature of their appraisal:

> For the purposes of this analysis *the appraisal is based on a "Hypothetical" condition that title to the subject parcel is assumed to be marketable* and free and clear of all liens and encumbrances *and is included as vacant residential development land to be developed as part of the Harris Ranch Subdivision*. A "Hypothetical" condition is defined as:
>
> Hypothetical Condition: *a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results*, but is used for the purpose of the analysis.
>
> Comment: *Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property*; or about conditions external to the property, such as market conditions or trends; or about the integrity of the data used in an analysis. [Emphasis added.][1]

The appraisal provided by the Developers might have been appropriate if the City were seeking to *condemn* the property in question for a public use. Thus, for example, if the City sought to condemn the property for a new library or City Hall, the Developers would have been entitled to compensation for the fair market value, presumably at its highest and best use (such as for new homes), under the Due Process Clause of the United States Constitution and the corresponding section of the Idaho Constitution. But that is not the case. On the contrary, the Developers were *required* to build the roadways and *dedicate them to a public use as a condition to their development*. In imposing those requirements, the City was exercising its police powers consistent with the U.S. Supreme Court decisions in *Nollan v. California Coastal Commission*, 483 U.S. 825 (1987) and *Dolan v. City of Tigard*, 512 U.S. 374 (1994). Under those cases and their progeny, cities may impose conditions on land development, such as the construction by the developer of local streets and utilities and their dedication to the public, *without payment by the city to the developer of any compensation*, provided, that there is a "nexus" between the development and the need for the improvements, and that the required improvements are "proportional" to the development.

We note that every other developer in the City of Boise, other than the Harris Ranch Developers, apparently must build the local access roads in their developments at their own expense and dedicate them to public use *without any compensation whatsoever from the city*. So, it is at least curious to us that the Harris Ranch Developers are being paid anything, let alone hundreds of thousands of dollars per acre, for the land under the local access roads which they are required to build and dedicate to public use as a condition to

[1] Letter of Transmittal, pp. 3-4.

their development. For what reasons are they being accorded such special and generous treatment at Harris Ranch taxpayers' expense?
We therefore request (and hope that we will not have to demand) that the Developers be required to submit a new appraisal that is based on the revised assumption that the land on which the roadways lie *cannot* be used for residential development, but instead is limited to use as roadways and must be dedicated to the public. That appraisal would be based on facts, rather than on false "hypotheticals". We suspect that will result in a quite different valuation.[2]

This letter does not include all our objections to proposed expenditures in the budget, which we expect to provide as further information is made available to and reviewed by us. We expect to object to many if not most of the proposed payments to the Developers on a variety of grounds, including that most if not all of them are unlawful.

We hope that the HRCID understands that making expenditures under circumstances where you have reason to believe that the payments are or may be unlawful is a serious matter, both institutionally for the District and individually for its officials. And we hope that the Developers understand that submitting requests for payments from public funds to which they are not lawfully entitled is also a serious matter.

Finally, we also request (and again hope that we will not have to demand) that the city seek reimbursement from the Developers for all prior payments made to them for land dedicated to public improvements which were predicated on the same false assumptions as this most recent request.

Sincerely,

Executive Committee,
Harris Ranch CID Taxpayers' Association

Cc: The Honorable Lauren McLean, Mayor, the City of Boise
Council Member Liza Sanchez, Council Pro Tem
Council Member Patrick Bageant
Council Member Jimmy Hallyburton
David Hasegawa, City of Boise

[2] We suspect, without yet having reviewed the Developers' payment request, that the proposed payment to the Developers for the "2007 Wetlands Conservation Easement" suffers from the same or similar infirmities as that for the "Southern Half Roadways". We expect, without yet having reviewed the Developers' payment request, that the proposed payment to the Developers for "Accrued Interest" includes interest on prior payments for land. If so, interest on those prior payments also would be improper.

L. Exhibit L - Letter dated September 27, 2021, titled “Our Reply to the Developer’s Lawyers’ First Four Letters of Response”

September 27, 2021

Members of the Board
Harris Ranch Community Infrastructure District No. 1 ("HRCID")
City of Boise
150 N. Capitol Blvd.
Boise, Idaho 83702

Re: Our Reply to the Developer's Lawyers' First Four Letters of Response

Members of the HRCID Board:

The Harris Ranch CID Taxpayers' Association ("Association") recently was provided copies of four letters written to you by lawyers for the Developers, who are reputed to be among the best in Idaho in representing *real estate developers* and their interests. Those letters respond to four of the letters the Association has submitted to you over the past two months. As we have noted in the past, we are simply homeowners and taxpayers in Harris Ranch trying to protect our interests. We are not practicing lawyers and we are not being paid for our efforts. Our letters: (1) express our objections to various past and proposed payments to the Developers made and proposed to be made at our expense without our review and consent, and (2) seek to correct mistaken understandings under which you appear to have been laboring.

It seems important to us, and possibly also helpful for you, that we reply to their responses.

Preliminary Remarks

The Developer and Their Lawyers. We note first that the Developer's lawyers are obligated, under the Rules of Professional Conduct governing their profession, to "zealously" advance the interests of their client, the Developer. That is, they are obliged, as we understand it, to do everything in their powers (within the bounds of the law, of course) to advance their client's interests. Their client's interests in these regards, so far as we can determine, are to maximize the amount of money that the Developer is paid by the HRCID. Those payments, however, come at the direct expense of the homeowners and taxpayers in the Harris Ranch CID.

The Developer can afford to have their lawyers write these letters, at least in part, because the Developer has been paid millions upon millions of dollars by the HRCID, which again comes at the direct expense of the homeowners in the HRCID. We homeowners, of course, are not being paid or otherwise provided those same millions upon millions of dollars to protect ourselves

from any overreaching by the Developer and the City, acting both separately and through the HRCID. We expected, perhaps naively, that the City would have done so on our behalf.

The Developer's lawyers state repeatedly in their letters that, among other things, we have "misrepresented" what they assert are "the facts". We acknowledge and apologize, and have repeatedly admitted, that we are not familiar with all the "the facts" regarding a project in which the Developer and its many lawyers and other professionals have been intimately involved for 15 years or more. The Developer has numerous lawyers, appraisers, contractors, real estate brokers, and other professionals at its disposal. We, unfortunately, do not. Nor, for that matter, does the City. Rather, we are having to rely primarily on our common sense, and on our reading of provisions of the law which, to our relief, seem straight-forward. And City staff have had to deal with the Developer and their expensive outside professionals on their own, without anyone to "zealously" represent the interests of the homeowners in the HRCID, who are paying for everything that the HRCID does.

It seems to us that the Developer's lawyers' letters are long on characterizing the nice things that their client has sought to do through the HRCID, and on denigrating the concerns and efforts of Harris Ranch homeowners and taxpayers, and rather short on legal reasoning. Obfuscating the issues can be an effective strategy, especially when the law is against you. We understand that. But we hope that you see through it.

The Original Purpose of CIDs, and the Fundamental Problem with the Idaho CID Act. CIDs were originally conceived as a means of financing public infrastructure required by new residential development – the local access streets, the water, sewer and stormwater laterals, the street lighting, the local parks, and such, required for a new subdivision. They were introduced in Florida in 1980, and in California in 1982. For reasons we don't yet know, however, the Idaho CID Act, not adopted until 2008, *expressly prohibits* the financing of exactly those types of improvements. That's because the CID Act forbids the financing of any public facilities "fronting individual single family residential lots." Almost all the Harris Ranch development to date, however, consists of single-family homes and townhomes. This has created a very significant financial incentive for the Developer and their lawyers to come up with tortured interpretations of the CID Act in an attempt to receive payment for facilities the financing of which is barred by the plain language of the statute. It appears to us that the City, acting both separately and through the HRCID, has been complicit in these efforts from the outset, and has not exercised its fiduciary responsibility to the homeowners and taxpayers in the HRCID.

The Obvious and Equitable Solution. It remains our view, as it has been from the beginning, that the fairest, most expeditious and even-handed way for the City, acting through the HRCID, to resolve these issues is to submit them to the courts for determination using the Judicial Confirmation Act.[1] That would allow everyone (including the Developer and the homeowners)

[1] Class action or similar litigation brought by the homeowners likely would take years to wind its way through the courts, and could include additional and rather unpleasant causes of action. Judicial confirmation actions, on the other hand, receive expedited priority in the courts. Idaho Statutes, Sec. 7-1310.

to have their day in court (and in the courts of appeal) in an impartial setting where all of the legal issues we have identified could be resolved in a legal forum. To date, you have not responded to our proposal. We don't understand why not. It gives the appearance that the City, acting through the HRCID, or at least its Board, has shown a bias towards a large developer against a group of homeowners. We wonder why you would, rather than at least remaining neutral and exercising the badly needed oversight for the HRCID.

Discussion

With those preliminary remarks, we will attempt to reply to the substance, but not the entirety, of each of the Developer's lawyers' responses, in chronological order (so far as we are aware), starting with our letter and their respective response.

Our July 14 Letter

In our first letter to you, we objected to the proposed payment to the Developer of almost $1.9 million for the supposed "value" of the land underlying some of the local access roads that the Developer has constructed in the Harris Ranch development. We explained that those lands should be valued based on the assumption that they must be dedicated to public use, and not on the false assumption that they could be developed with, for example, new homes.

The Developer's lawyers have not yet responded to this letter, so we hope that they agree with us, and have withdrawn their request for reimbursement. We hope that they therefore also agree with us that almost all their past and proposed payments for the supposed "value" of land required to be dedicated to public uses and purposes are also impermissible, as the "value" of such land is essentially nil.

Our August 7 Letter

In our second letter to you, we objected to the proposed payment to the Developer of more than $7.5 million for (1) local access streets, water, sewer, stormwater and irrigation systems, street lighting and signage on several blocks south of E. Parkcenter Blvd. in Harris Ranch, and (2) a series of stormwater retention ponds south of the Warm Springs arterial bypass. Our principal objection was the fact that most of those facilities "front" on single family residences, and thus are ***expressly prohibited*** *under the Idaho CID Act from being financed.*

The Developer's lawyers' August 27 response to our three-page letter is almost 50 pages long with attachments. Their letter first sings the praises of their Harris Ranch development, as representing a number of "firsts". That's all very nice, although it has no bearing on the substance of our objections. They conclude their prefatory remarks by saying that "Harris Ranch is different. The HRCID made that possible." We agree completely with that sentiment. Harris Ranch is the only development in the State, to date, where the developer is paid by the City, acting through the HRCID, for facilities that every other developer in the state must pay for itself

and recover through the sale of its properties. In Harris Ranch, the homeowners pay for the same infrastructure twice – once when property is purchased and again through our "special" property taxes.

The Developer's lawyers also assert that the CID "is not an ATM for the developer." Please forgive us for saying so, but that's precisely what it appears to be to us. It appears to us that the Developer is using the HRCID, with the active cooperation of the City, to extract tens of millions of dollars from homeowners and transfer them to the Developer, and almost always on the flimsiest of legal grounds.

To our point that the plain meaning of the term "fronting" is "in front of," the Developer's lawyers instead argue that it means "touching". If that is what the Legislature intended, however, then that is what the Legislature could have said. But they didn't, and for obvious reasons. The water, sewer and stormwater laterals and related facilities, for example – most of which are under the street – are not "touching" single family residential lots. But the Developer's lawyers appear to concede that they can't be financed through the HRCID. Why not? Because they are "*in front of*" single family residential lots. Moreover, it defies logic and common sense to suggest that, if a developer inserts a narrow strip of commonly-owned property – perhaps just an eight-inch curb –between a block of single-family homes and a street, that the Legislature intended the street and all that lies beneath it to be financeable through the CID.[2]

Our August 14 Letter

In our third letter to you, we objected to the proposed payment to the Developer of almost $2 million for the supposed "value" of a conservation easement over wetlands. Our principal objection was that the value of land required to be dedicated to public purposes is close to zero.

In the Developer's lawyers' response, dated August 30, they clarify several things, which we had invited in our letter and therefore appreciate. Thus, for example, they clarify that the Developer did *not* contribute $3 million to the cost of the E. Parkcenter Bridge over Boise River, contrary to our understanding, but instead made a cash deposit of $3.5 million with the Ada County Highway District ("ACHD") which later was returned to them. For that temporary "cash deposit", the value of their property in Harris Ranch, by our reckoning based on their "appraisals," increased by at least $60 million following construction of the E. Parkcenter Blvd. bridge over the Boise River.

As for our point that the appraisal the Developer submitted is based on false "hypothetical" assumptions, their response is "we stand by it". And if the homeowners in Harris Ranch

[2] The Developer's lawyers', in their argument, reference Boise City Code provisions regarding "frontage." Those provisions are irrelevant in construing a State statute, and in any event those provisions do not require "touching." They also cite supposed "legislative history" regarding the "legislative intent" of the "fronting" language. Their citation, however, is to a comment by the lobbyist for the developers and construction trades, which is inconsistent with the plain language of the statute. The plain language of the statute is what controls, not gratuitous comments by a lobbyist.

disagree, they invite us to submit our own appraisal. We will be happy to do so if the Developer or the City would pay for it. But the obligation to justify their requested reimbursement rests on them. We therefore repeat our request that they be invited to submit a new appraisal based this time on the fact that the land must be dedicated in perpetuity to use as a wetland and could not be developed with homes or other profitable purposes.

We note in addition that, since our August 14 letter, we have identified three additional "grounds" (so to speak) for objecting to the proposed payment. The first is the fact that neither the wetlands improvements nor the property on which the wetlands are located is owned by a local government entity, as required by the CID Act, but they instead are still owned by the Developer. The CID Act states not just once but twice that "Only community infrastructure to be publicly owned by this state or a political subdivision thereof may be financed pursuant to this chapter." Idaho Statutes, Secs. 50-3101(2) and 50-3107(1). The second is the fact that the wetlands easement was granted to a private nonprofit corporation rather than to a local government as required by the CID Act.[3] The third is the fact that the wetlands easement was granted in 2007, before the CID Act was adopted, the HRCID established, and the Development Agreement executed. So, the proposed reimbursement is not just one way wrong, or two ways wrong, or even three ways wrong, but four ways wrong.

Our August 20 Letter

In our fourth letter to you, we objected to past and proposed payments to the Developer for the construction of three roundabouts on E. Parkcenter Blvd. plus a block-long stretch of that road. Our principal objection to these payments is that they are ***expressly prohibited*** *by the CID Act, as they front on single-family residential lots.*

The Developer's lawyers have not responded to this letter, so we hope that they have agreed with us, and thus have withdrawn their request for reimbursement and will reimburse the HRCID for the prior payments from the HRCID, plus interest, as we requested.

Our August 27 Letter

In our fifth letter to you, we explained that the HRCID has not been used to fund "local amenities," but rather improvements of general benefit to the City and its residents.

The Developer's lawyers' response dated September 17, in summary is: (i) that the projects are among the types of improvements that the CID Act permits to be financed, and (ii) that there is

[3] It appears that the Developer and the City at some point after the grant of the original easement may have amended it to artificially insert the City between the Harris family and the non-profit organization, with the City in doing so retaining no substantive rights, responsibilities, or liabilities. That, we believe, would properly be characterized as a "sham" transaction entered into for the apparent sole purpose of providing the Developer a legal "fig leaf" in order for them to claim compensation from the HRCID for the supposed "value" of the conservation easement. This is quite disturbing to us and suggests an ongoing attempt by the City itself to facilitate the extraction of millions of dollars from homeowners and taxpayers in the HRCID and their transfer and payment to the Developer.

nothing in the CID Act which prohibits the financing of improvements which are of general benefit to the City and its residents, so long as they are of some benefit to the homeowners in the HRCID. Again, their arguments are vacuous. It would allow *almost any public facility in the City of Boise* – widening and other improvements to State Street north of downtown, a new City wastewater treatment plant, a new downtown police or fire headquarters, or a new downtown City park – to be funded through the HRCID, as they all would be of some "benefit" to homeowners in Harris Ranch. That is one of the fundamental flaws with the CID Act – it allows improvements which primarily benefit the general public to be funded entirely by homeowners in a comparatively small CID. Another fundamental flaw is that the CID Act does not require all property owners who may specially benefit from local improvements to be included in the CID. So, neighbors in Harris Ranch in otherwise identical circumstances are taxed at very different rates. That can't be right.

Our August 30 Letter

In our sixth letter to you, we objected to the proposed payment to the Developer of $1.4 million for "interest" in connection with prior expenditures already made by the Developer. Our principal objections were: (1) reimbursements for projects undertaken before the formation of the HRCID are impermissible; (2) reimbursements for facilities not owned by a local government are impermissible; (3) reimbursements for facilities fronting single family homes are impermissible; and (4) payments for the supposed value of land which had to be dedicated to public uses cannot be based on the assumption that the land could instead be developed into homes or other profitable purposes.

Special Statute of Limitations. The Developer's lawyers' over-arching argument in their response, dated September 15, is that the special statute of limitations of 60 days under the CID Act for challenging actions by the Board has long since passed with respect to all those prior payments. So, their argument in essence is that, even if the prior payments are unlawful, the Developer still gets to keep all that money. We believe such arguments are outrageous and that it's important to address the special statute of limitations in more detail.

First, the Developer's lawyers fail to note that the special limitations period does *not* apply to the proposed payments for "interest," as those have not yet been approved by the Board. Payments of "interest" for prior unlawful payments certainly cannot be lawful.

Equally important is the fact that many of the prior payments were made before *any* homes had yet been built in the HRCID, and thus there were not *any* homeowners who could be heard to object. It would be an obvious and fundamental denial of due process and equal protection under the Federal and State Constitutions if homeowners were deprived of *any say whatsoever* by application of that limitations period. And purchasers of homes built after such payments to the Developer by the HRCID were not given any notice of a right to object to such payments, let alone to the formation of the HRCID, the three "votes" to approve $54 million in bonds, or the imposition of the special taxes and assessments on their property, while the Harris family

deliberately excluded their own homes in Harris Ranch from the HRCID.

Reimbursements for Projects Undertaken before the Formation of the HRCID. The Developer's lawyers' response to this objection is simply to assert that such payments are *not prohibited* by the CID Act, and that the Development Agreement contemplates them. We *strongly* disagree. The CID Act clearly, expressly and repeatedly contemplates that it will be used *only* to finance *prospective* improvements, and not past projects.

In the very first section of the CID Act, the Legislature states: "Only community infrastructure ***to be*** publicly owned by this state or a political subdivision thereof may be financed pursuant to this chapter." (Emphasis added.) The words "to be" are obviously and necessarily a reference *to the future*. If the Legislature had intended to include public facilities built in the past, they would not have included the words "to be." Similarly, the Legislature in the next section states that "A district development agreement ***shall be*** used to ***establish obligations*** of the parties to the agreement related to district financing and development…" (Emphasis added.) An agreement cannot "establish obligations" with respect to actions that have already occurred in the past. In addition, the CID Act provides that "Community infrastructure ***to be*** financed or acquired, or publicly or privately constructed pursuant to this chapter shall be subject to the required bidding procedure for any Idaho public agency." (Emphasis added.) Yet again, these are references *to the future*.[4]

The Legislature did not add to the CID Act an express prohibition to the effect that "A district shall *not* be used to finance public facilities constructed in the past," as they likely assumed that no-one would have the temerity to suggest that it did.

The Developer's lawyers then assert that the Development Agreement "expressly contemplates" reimbursements for projects that took place prior to the formation of the HRCID. That is patently false. Section 2.1(a) of the Development Agreement provides in relevant part that "Owner [the Developer] may … cause ***to be*** constructed the community infrastructure improvements … in accordance with plans and specifications approved by the Municipality [the City]." (Emphasis added.) That is a reference, yet again, *to the future*. Section 2.1(b) adds that "The Acquisition Projects ***shall be*** constructed in a good and workmanlike manner …" (Emphasis added.) Again, a reference *to the future*. That usage continues throughout the Development Agreement. So, the reference in Section 2.4, cited by the Developer's lawyers, to a "prior conveyance or dedication of easements" as not being a bar to the Developer constructing and being reimbursed for community infrastructure improvements is simply a reference to a conveyance or dedication *before* constructing public facilities, but *after* the execution of the Development Agreement.

[4] We do wonder how projects undertaken by the Developer before the HRCID was even formed could have complied with public bidding requirements. We assume that documents yet to be provided to us by the City will address this issue.

We could continue with many additional pages of citations to the CID Act and the Development Agreement to further illustrate the fallacy of the Developer's lawyers' arguments in these regards but hope that the foregoing suffices.

Reimbursements for Facilities Not Owned by a Local Government. The Developer's lawyers' response to this objection is to assert that it is sufficient for improvements to be located on an "easement" granted to a public entity. We note first that Section 50-3101(2) of the CID Act requires that all "community infrastructure" financed pursuant to the CID Act be "publicly owned". To avoid any possibility of doubt, this requirement is repeated in Section 50-3107(1). Moreover, Section 50-3105(2) requires ***in addition*** that community infrastructure "may be located only in or on lands, easements or rights-of-way publicly owned by this state or a political subdivision thereof".

So far as we've been able to determine to date, with respect to the stormwater facilities, the Developer has only granted "easements for access" for "maintenance", at the sole option of the City or ACHD, and only upon the default of the Harris Ranch HOA to maintain them. But the facilities themselves and the land on which they sit are still *privately owned*. Such "easements of access" are worth practically nothing. And that is the amount to which the Developer is entitled for granting them – practically nothing.

And, so far as we've been able to determine to date, the Developer has granted conservation easements to a private non-profit corporation, which does not qualify as public ownership. It appears that at least one of those easement agreements was subsequently amended to artificially insert the City between the Harris family and the private non-profit corporation, with the City retaining no substantive rights, obligations, or liabilities. That in our view can fairly be characterized as a "sham" transaction entered into by the City for the apparent sole purpose of providing the Developer a "fig leaf" under which to claim payment for the supposed "value" of the land.

By their reasoning, the Developer could build a private road on land owned by the Harris family in the foothills above the Harris Ranch development and be paid by the HRCID not only for the cost of the road but also the "value" of the land under it, if the Harris family just provided an "easement of access" to the City or ACHD to maintain the road, at its sole option, upon the failure of the Harris family to do so. We are incredulous that the Developer's lawyers are making such arguments.

If the Developer desires to be paid for the supposed "value" of the land under its private stormwater and wetlands facilities, then it first must convey those facilities and the land under them to the State or a local government. Of course, the "value" of such lands, required to be conveyed to a public body as a condition of development, would still be practically nothing.

Reimbursements for Facilities Fronting Single Family Homes. The Developer's lawyers did not respond to this objection. We can only hope that it's because they are conceding this issue.

Payments for the Supposed Value of Land which Had To Be Dedicated to Public Uses. The Developer's lawyer's response to this objection is to assert that the City could have mandated something other than the stormwater system that it did, thereby allowing more land for development.[5] The simple answer to that is that the City didn't, and therefore that the land required to be dedicated to public purposes has nominal if any value. It cannot be the case that every square foot of Harris Ranch could have been developed into single family homes and other profitable uses, and that all the public infrastructure required for such development – the streets, the stormwater systems, the wetlands and the parks – exist in some alternative universe in which they take up no space.

Conclusion

We hope the foregoing cuts through at least some of the obfuscation by the Developer's lawyers in their four letters of response.

Sincerely,

pp Bill Doyle

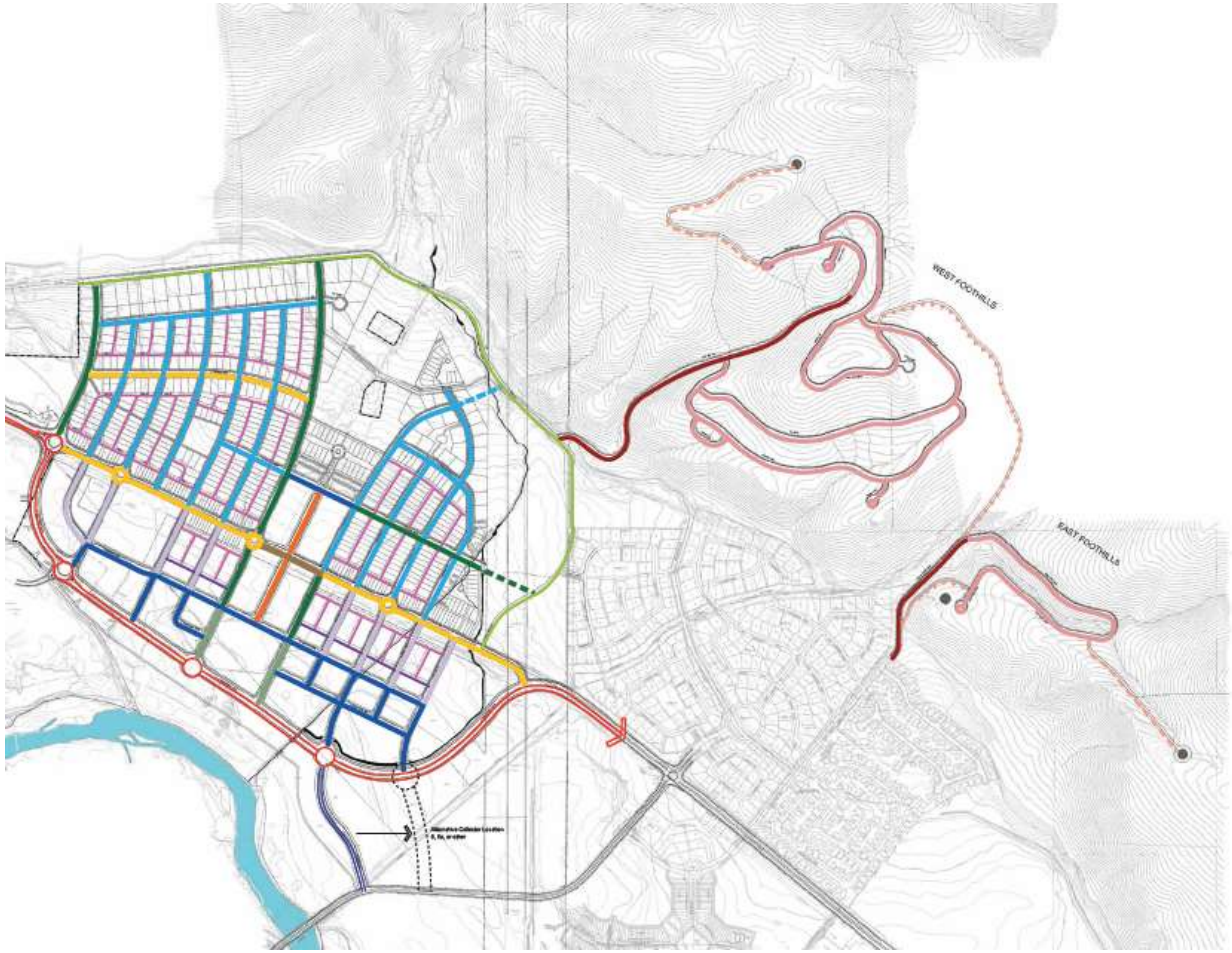
Harris Ranch CID Taxpayers' Association

Cc: The Honorable Lauren McLean, Mayor, the City of Boise
Council Member Lisa Sanchez, Council President Pro Tem
Council Member Patrick Bageant
Council Member Jimmy Hallyburton
David Hasegawa, City of Boise
Jaymie Sullivan, City of Boise
Rob Lockward, City of Boise
Amanda Brown, City of Boise

[5] The Developer's lawyers suggest that they could have reduced the required size of the stormwater management system if they had used "permeable pavers" in the development. We expect that would ***not*** have been acceptable to ACHD for the streets in the Harris Ranch development. So perhaps they are suggesting that the concrete alleys behind all the homes in Harris Ranch, which provide access to homeowners' garages and which the Developer has touted as a special feature of the development, could instead have been done with "permeable pavers." We suspect that would ***not*** have been viewed as a "plus" by prospective home purchasers.

M. Exhibit M – SP-01 Circulation Plans – Roadway Plan

SP-01 Circulation Plans – Roadway Plan[1]



LEGEND

1	Two-lane Parkway with Roundabouts (4-lane R.O.W.)
2	Two-lane Street with Diagnal Parking
3	Two-lane Collector with Green Median and Roundabouts
3A	Two-lane Collector with Green Median
4	Two-lane Collector with Green Median and Urban Sidewalk
5	Two-lane Collector
5A	Two-lane Collector with Urban Sidewalk
6	Two-lane Rural Road Preserve
7	Two-lane Residential Local Street
7A	Two-lane Residential Local Street with One Side Ribbon Curb
8	Two-lane Mixed Use Local Street with Urban Sidewalk
8A	Two-lane Mixed Use Local Street
9	Foothills Two-lane Collector
10	Foothills Two-lane Local Street
11	Two-lane Commercial Alley
12	Two-lane Residential Alley
	Potential Roundabout
	Easement Access For United Water
	Secondary Emergency Access
17	Two-lane Arterial (Four-lane R.O.W.)

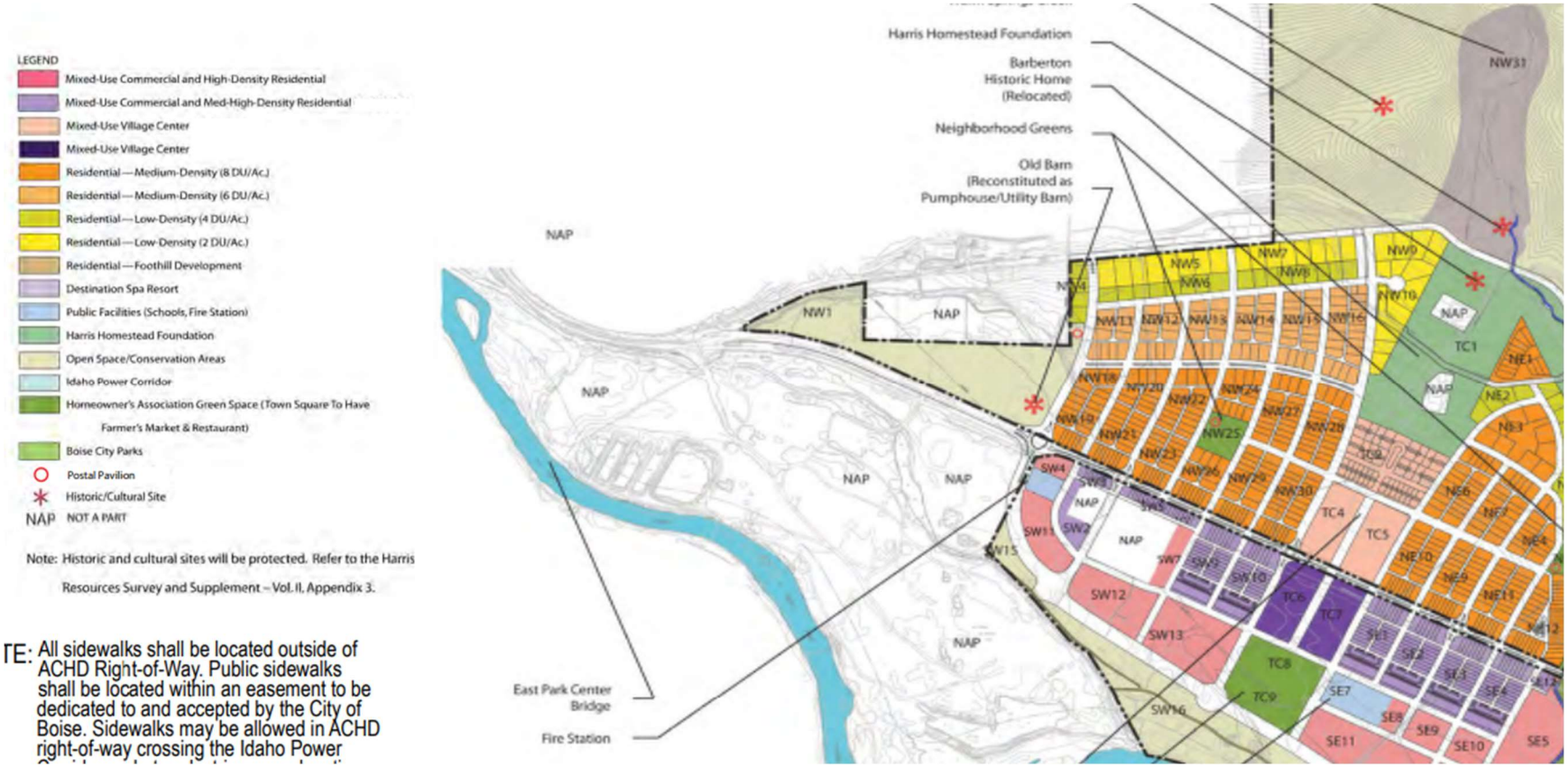
Note:

1. Updates to traffic impact studies will be required afte been preliminarily platted or 5 years, whichever occu required by ACHD Policy for any phase including comm
2. Future Parkcenter Boulevard will not be reclassified un lane arterial is built and accepted by ACHD.

[1] Harris ranch specific plan. City of Boise. (2019). Retrieved January 22, 2024, from https://www.cityofboise.org/departments/planning-and-development-services/planning-and-zoning/comprehensive-planning/master-plans/harris-ranch-specific-plan/.

N. Exhibit N – SP-01 Land Use Development Plan

SP-01 Land Use Development Plan[1]



[1] Harris ranch specific plan. City of Boise. (2019). Retrieved January 22, 2024, from https://www.cityofboise.org/media/9160/chapter-2-land-use-plans-compressed.pdf

O. Exhibit O – Ada County Assessor Land Records GIS System Review

Satellite Imagery View of Phase 2 and Phase 9

The northern end of the project can be seen from the coloration change between the newer roadway (darker color) to the south and the older roadway to the north (lighter color):

Parcel View of Phase 2 and Phase 9

The common areas separating the single-family residential lots from the roadways are highlighted below:

Satellite Imagery View of Phases 6, 8, and 11

The northern end of the project can be seen from the coloration change between the newer roadway (darker color) to the south and the older roadway to the north (lighter color):

Parcel View of Phases 6, 8, and 11

The common areas separating the single-family residential lots from the roadways are highlighted below:

P. Exhibit P – Project GO23-1 Purchase Request

HARRIS RANCH
COMMUNITY INFRASTRUCTURE DISTRICT NO. 1

REIMBURSEMENT REQUESTS FOR ACCRUED INTEREST ON CID PROJECTS

PROJECT SUBMITTED TO THE CITY OF BOISE: December 7, 2023

TABLE OF CONTENTS
for
ACCRUED INTEREST ON CID PROJECTS

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

1. GO BOND 2020 SUMMARY

   A. GO20-1
      i. Warm Springs Creek Realignment – LOMR/CLOMR
   B. GO20-2
      i. Warm Springs Creek Realignment - Construction
   C. GO20-6
      i. East Parkcenter Blvd. Roundabouts at Wise Way, Old Hickory and Shadywood

2. GO BOND 2021 SUMMARY

   A. GO21-2
      i. TH9
   B. GO21-3
      i. TH11

3. GO BOND 2022 SUMMARY

   A. GO22-1
      i. SW12&13
   B. GO22-2
      i. DH S. Sub 1
   C. GO22-3
      i. DH S. Sub 2

Project Description

Accrued interest on reimbursed and approved CID projects.

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

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

Construction Projects start date for interest:
Per agreement with City of Boise Staff, Bond Council and Barber Valley Development, Inc. interest on expenditures starts on the date the project is completed or final invoice paid.

Project reimbursement request submitted by Barber Valley Development, Inc.

Doug Fowler

President of Barber Valley Development

Total Accrued Interest by Project Ownership

Barber Valley Development

Total Project Amounts Approved: $11,468,701.52

Total Project Amounts Interest Due: $2,279,144.15

March 22, 2005	5.75
May 3, 2005	6.00
June 30, 2005	6.25
August 9, 2005	6.50
September 20, 2005	6.75
November 1, 2005	7.00
December 13, 2005	7.25
January 31, 2006	7.50
March 28, 2006	7.75
May 10, 2006	8.00
June 29, 2006	8.25
September 18, 2007	7.75
October 31, 2007	7.50
December 11, 2007	7.25
January 22, 2008	6.50
January 30, 2008	6.00
March 18, 2008	5.25
April 30, 2008	5.00
October 8, 2008	4.50
October 29, 2008	4.00
December 16, 2008	3.25
December 17, 2015	3.5

Current Prime Rate
SITEMAP
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Chart
Current Prime Rate
SITEMAP

December 15, 2016	3.75
March 16, 2017	4.00
June 15, 2017	4.25
December 14, 2017	4.50
Date of Rate Change	Rate (%)
March 22, 2018	4.75
June 14, 2018	5.00
September 27, 2018	5.25
December 20, 2018	5.50
July 31, 2019	5.25
September 18, 2019	5.00
October 30, 2019	4.75
March 3, 2020	4.25
March 15, 2020	3.25
March 16, 2022	3.50
May 4, 2022	4.00
June 15, 2022	4.75
July 27, 2022	5.50
September 21, 2022	6.25
November 2, 2022	7.0
December 14, 2022	7.50
Date of Rate Change	Rate (%)

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All-Time High
Chart
Current Prime Rate
SITEMAP

Top of Document
All-Time High
Chart
Current Prime Rate
SITEMAP

February 1, 2023	7.75
March 22, 2023	8.00
May 3, 2023	8.25
July 26, 2023	8.50 (The Current U.S. Prime Rate)

The Current U.S. (Fed) Prime Rate is: 8.50%

November 1, 2023: The **FOMC** has **voted** to keep the **target range for the fed funds rate** at **5.25% - 5.50%.** Therefore, **the United States Prime Rate remains at 8.50%**

The next FOMC meeting and decision on short-term interest rates will be on December 13, 2023.

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Chart
Current Prime Rate
SITEMAP

- Monthly Prime Rate History -

CLICK HERE to Jump to The Top of This Page

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All-Time High
Chart
Current Prime Rate
SITEMAP

Cumulative Average of The U.S. Prime Interest Rate:	6.821%*
U.S. Prime Rate Mode (most frequent value):	3.25%*
The Median U.S. Prime Interest Rate:	6.00%*
U.S. Prime Rate All-Time High:	21.50% Click Here

Section 3.2 Determining Project Price.

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

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

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

(i) the Certificate of the Engineers;

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

Wiring Instructions:

Barber Valley Development, Inc.

Umpqua Bank
Routing [redacted]
Account [redacted]

Accrued Interst Income HRCID#1
Barber Valley Development

Project name	ID#/Naming per City	Completion Date of Project	Document Referenced for Date of Completion	Reimbursement Total	Date CID Reimbursement Received	Reimbursement Amount Due	Date Interest Accrual Calculated Through	Accrued Interest Balance Due	Total Balance Due
Warm Springs Creek Realignment - LOMR/CLOMR	GO20-1	10/30/2015	Final Payment to RiveRidge Engineering	$ 75,060.11	10/15/2020	$ -	10/15/2020	$ 23,387.37	$ 23,387.37
Warm Springs Creek Reslignment - Construction	GO20-2	12/15/2017	Final Construction Payment to Knife River	$ 469,107.14	10/15/2020	$ -	10/15/2020	$ 88,751.21	$ 88,751.21
East Parkcenter Blvd. Roundabouts at Wise Way, Old Hickory and Shadywood	GO20-6	4/5/2018	ACHD Acceptance for Maintenance	$ 987,839.11	10/15/2020	$ 197,026.95	10/15/2020	$ 246,768.61	$ 443,795.56
TH No. 9	GO21-2	9/15/2020	ACHD Acceptance for Maintenance	$ 1,670,900.05		$ 1,670,900.05	12/31/2023	$ 398,475.35	$ 2,069,375.40
TH No. 11	GO21-3	3/24/2021	ACHD Acceptance for Maintenance	$ 4,009,490.97		$ 4,009,490.97	12/31/2023	$ 846,606.77	$ 4,856,097.74
SW 12&13	GO22-1	3/24/2022	ACHD Acceptance for Maintenance	$ 1,428,172.44		$ 1,428,172.44	12/31/2023	$ 232,332.37	$ 1,660,504.81
DH S Sub 1	GO22-2	4/13/2022	ACHD Acceptance for Maintenance	$ 1,660,319.34		$ 1,660,319.34	12/31/2023	$ 258,316.13	$ 1,918,635.47
DH S Sub 2	GO22-3	3/28/2022	ACHD Acceptance for Maintenance	$ 1,167,812.36		$ 1,167,812.36	12/31/2023	$ 184,506.34	$ 1,352,318.70

Total Interest Due $ 2,279,144.15

Accrued Interst Income HRCID#1
Barber Valley Development
GO Bond 2020

Project name	ID#/Naming per City	Completion Date of Project	Document Referenced for Date of Completion	Reimbursement Total	Date CID Reimbursement Received	Reimbursement Amount Due	Date Interest Accrual Calculated Through	Accrued Interest Balance Due	Total Due
Warm Springs Creek Realignment - LOMR/CLOMR	GO20-1	10/30/2015	Final Payment to RiveRidge Engineering	$ 75,060.11	10/15/2020	$ -	10/15/2020	$ 23,387.37	$ 23,387.37
Warm Springs Creek Reslignment - Construction	GO20-2	12/15/2017	Final Construction Payment to Knife River	$ 469,107.14	10/15/2020	$ -	10/15/2020	$ 88,751.21	$ 88,751.21
East Parkcenter Blvd. Roundabouts at Wise Way, Old Hickory and Shadywood	GO20-6	4/5/2018	ACHD Acceptance for Maintenance	$ 987,839.11	10/15/2020	$ 197,026.95	10/15/2020	$ 246,768.61	$ 443,795.56

GO20-1

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	10/30/2015	75,060.10	1		
2	Rate Change	12/17/2015	Rate: 5.500 %	Rate Period: Annual		
3	Rate Change	12/15/2016	Rate: 5.750 %	Rate Period: Annual		
4	Rate Change	03/16/2017	Rate: 6.000 %	Rate Period: Annual		
5	Rate Change	06/15/2017	Rate: 6.250 %	Rate Period: Annual		
6	Rate Change	12/14/2017	Rate: 6.500 %	Rate Period: Annual		
7	Rate Change	03/22/2018	Rate: 6.750 %	Rate Period: Annual		
8	Rate Change	06/14/2018	Rate: 7.000 %	Rate Period: Annual		
9	Rate Change	09/27/2018	Rate: 7.250 %	Rate Period: Annual		
10	Rate Change	12/20/2018	Rate: 7.500 %	Rate Period: Annual		
11	Rate Change	07/31/2019	Rate: 7.250 %	Rate Period: Annual		
12	Rate Change	09/18/2019	Rate: 7.000 %	Rate Period: Annual		
13	Rate Change	10/30/2019	Rate: 6.750 %	Rate Period: Annual		
14	Rate Change	03/03/2020	Rate: 6.250 %	Rate Period: Annual		
15	Rate Change	03/15/2020	Rate: 5.250 %	Rate Period: Annual		
16	Payment	10/15/2020	75,060.10	1		

Principal First Allocation

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

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Balance Due Total
Loan	10/30/2015		0.00	0.00	0.00	0.00	75,060.10	75,060.10
Rate	12/17/2015		518.22	0.00	0.00	518.22	75,060.10	75,578.32
	12/17/2015	Rate: 5.500 %	Rate Period: Annual					
2015 Totals		0.00	518.22	0.00	0.00			
Rate	12/15/2016		4,117.00	0.00	0.00	4,635.22	75,060.10	79,695.32
	12/15/2016	Rate: 5.750 %	Rate Period: Annual					
2016 Totals		0.00	4,117.00	0.00	0.00			
Rate	03/16/2017		1,076.03	0.00	0.00	5,711.25	75,060.10	80,771.35
	03/16/2017	Rate: 6.000 %	Rate Period: Annual					
Rate	06/15/2017		1,122.82	0.00	0.00	6,834.07	75,060.10	81,894.17
	06/15/2017	Rate: 6.250 %	Rate Period: Annual					
Rate	12/14/2017		2,339.20	0.00	0.00	9,173.27	75,060.10	84,233.37
	12/14/2017	Rate: 6.500 %	Rate Period: Annual					
2017 Totals		0.00	4,538.05	0.00	0.00			
Rate	03/22/2018		1,309.95	0.00	0.00	10,483.22	75,060.10	85,543.32
	03/22/2018	Rate: 6.750 %	Rate Period: Annual					
Rate	06/14/2018		1,166.00	0.00	0.00	11,649.22	75,060.10	86,709.32
	06/14/2018	Rate: 7.000 %	Rate Period: Annual					
Rate	09/27/2018		1,511.48	0.00	0.00	13,160.70	75,060.10	88,220.80
	09/27/2018	Rate: 7.250 %	Rate Period: Annual					

GO20-1

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Principal	Total
Rate	12/20/2018		1,252.37	0.00	0.00	14,413.07	75,060.10	89,473.17
	12/20/2018	Rate: 7.500 %	Rate Period: Annual					
2018 Totals		0.00	5,239.80	0.00	0.00			
Rate	07/31/2019		3,439.40	0.00	0.00	17,852.47	75,060.10	92,912.57
	07/31/2019	Rate: 7.250 %	Rate Period: Annual					
Rate	09/18/2019		730.55	0.00	0.00	18,583.02	75,060.10	93,643.12
	09/18/2019	Rate: 7.000 %	Rate Period: Annual					
Rate	10/30/2019		604.59	0.00	0.00	19,187.61	75,060.10	94,247.71
	10/30/2019	Rate: 6.750 %	Rate Period: Annual					
2019 Totals		0.00	4,774.54	0.00	0.00			
Rate	03/03/2020		1,735.12	0.00	0.00	20,922.73	75,060.10	95,982.83
	03/03/2020	Rate: 6.250 %	Rate Period: Annual					
Rate	03/15/2020		154.23	0.00	0.00	21,076.96	75,060.10	96,137.06
	03/15/2020	Rate: 5.250 %	Rate Period: Annual					
1	10/15/2020	75,060.10	2,310.41	0.00	75,060.10	23,387.37	0.00	23,387.37
2020 Totals		75,060.10	4,199.76	0.00	75,060.10			
Grand Totals		75,060.10	23,387.37	0.00	75,060.10			

GO20-1

An open balance of 23,387.37 still remains.

3481

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

ColumbiaBank 521 12TH AVE. SOUTH NAMPA, ID 83651

92-360/1231

10/30/2015

/ TO THE DER OF RiveRidge $ **3,443.00

Three Thousand Four Hundred Forty-Three and 00/100********** DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈003481⑈ [redacted]

BARBER VALLEY DEVELOPMENT, INC. 3481

RiveRidge

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
10/30/2015	Bill		3,443.00	3,443.00		3,443.00
					Check Amount	3,443.00

Columbia/ICB- CHEC 3,443.00

BARBER VALLEY DEVELOPMENT, INC. 3481

RiveRidge

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
10/30/2015	Bill		3,443.00	3,443.00		3,443.00
					Check Amount	3,443.00

Columbia/ICB- CHEC 3,443.00

SF5001-1
Safeguard LITHO USA SFSL1 CK7S08111L
TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 208-429-8282
CS2VFL0010000 Y08SF005760
357 CODE6A SLXRX5 02/18/2015 13:37

RiveRidge Engineering Company

RECEIVED
OCT 15 2015
CMG

LeNir LTD
4940 E. Mill Station Dr., Suite 101-B
Boise, ID 83716

Date: October 12, 2015
Job No. 12014

Description: Dallas Harris Estates - Warm Springs Flood Study and CLOMR

	PROFESSIONAL SERVICES			AMOUNT	BALANCE
	Professional engineering services rendered in September, 2015 in accordance with Contract.				
	CONTRACT CHANGE ORDER ITEMS				
1.	Plan modifications to conform with City of Boise Requirements (Revise plans for temprorary channel disconnect at inlet and outlet of new channel)				
	Project Manager	2.0 Hours @	$150.00	$300.00	
	Project Engineer	13.0 Hours @	$100.00	$1,300.00	
					$1,600.00
2.	Prepare Project Revigetation Plan and specifications for city approval.				
	Project Manager	2.0 Hours @	$150.00	$300.00	
	Project Engineer	6.0 Hours @	$100.00	$600.00	
					$900.00
3.	Prepare first draft of project specifications and deliver to Hethe Clerk for review for CID bid process				
	Project Manager	4.0 Hours @	$150.00	$600.00	
	Project Engineer	3.0 Hours @	$100.00	$300.00	
					$900.00
4.	Expenses				
	Blueprints			$ 43.00	$43.00
				Total Due This Period:	$ 3,443.00
				Payments/Credits:	$ -
				Outstanding Invoice:	$ -
				TOTAL AMOUNT DUE:	$ 3,443.00

CONTRACT 7K+3K = 15,000
ENG DWGS 15,300
CHANGE! 3,400
34,200.00
PREV Paid (30,275.00)
$ 3,925.00

ADD
ADD
ADD
3,400

PAYMENT TERMS:

All account balances not paid in full within one month of the billing date are subject to an interest charge at a rate of eighteen (18) percent (%) per annum compounded monthly until paid in full. Payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

LOMR
DIDID
10.26.15

GO20-2

Rate Period ..... : Annual

Nominal Annual Rate .... : 6.500 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	12/15/2017	469,107.14	1		
2	Rate Change	03/22/2018	Rate: 6.750 %	Rate Period: Annual		
3	Rate Change	06/14/2018	Rate: 7.000 %	Rate Period: Annual		
4	Rate Change	09/27/2018	Rate: 7.250 %	Rate Period: Annual		
5	Rate Change	12/20/2018	Rate: 7.500 %	Rate Period: Annual		
6	Rate Change	07/31/2019	Rate: 7.250 %	Rate Period: Annual		
7	Rate Change	09/18/2019	Rate: 7.000 %	Rate Period: Annual		
8	Rate Change	10/30/2019	Rate: 6.750 %	Rate Period: Annual		
9	Rate Change	03/03/2020	Rate: 6.250 %	Rate Period: Annual		
10	Rate Change	03/15/2020	Rate: 5.250 %	Rate Period: Annual		
11	Payment	10/15/2020	469,107.14	1		
	Principal First Allocation					

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

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest	Balance Due Principal	Total
Loan	12/15/2017		0.00	0.00	0.00	0.00	469,107.14	469,107.14
2017 Totals		0.00	0.00	0.00	0.00			
Rate	03/22/2018		8,103.34	0.00	0.00	8,103.34	469,107.14	477,210.48
	03/22/2018	Rate: 6.750 %	Rate Period: Annual					
Rate	06/14/2018		7,287.23	0.00	0.00	15,390.57	469,107.14	484,497.71
	06/14/2018	Rate: 7.000 %	Rate Period: Annual					
Rate	09/27/2018		9,446.40	0.00	0.00	24,836.97	469,107.14	493,944.11
	09/27/2018	Rate: 7.250 %	Rate Period: Annual					
Rate	12/20/2018		7,827.02	0.00	0.00	32,663.99	469,107.14	501,771.13
	12/20/2018	Rate: 7.500 %	Rate Period: Annual					
2018 Totals		0.00	32,663.99	0.00	0.00			
Rate	07/31/2019		21,495.39	0.00	0.00	54,159.38	469,107.14	523,266.52
	07/31/2019	Rate: 7.250 %	Rate Period: Annual					
Rate	09/18/2019		4,565.76	0.00	0.00	58,725.14	469,107.14	527,832.28
	09/18/2019	Rate: 7.000 %	Rate Period: Annual					
Rate	10/30/2019		3,778.56	0.00	0.00	62,503.70	469,107.14	531,610.84
	10/30/2019	Rate: 6.750 %	Rate Period: Annual					
2019 Totals		0.00	29,839.71	0.00	0.00			
Rate	03/03/2020		10,844.09	0.00	0.00	73,347.79	469,107.14	542,454.93
	03/03/2020	Rate: 6.250 %	Rate Period: Annual					
Rate	03/15/2020		963.92	0.00	0.00	74,311.71	469,107.14	543,418.85
	03/15/2020	Rate: 5.250 %	Rate Period: Annual					
1	10/15/2020	469,107.14	14,439.50	0.00	469,107.14	88,751.21	0.00	88,751.21
2020 Totals		469,107.14	26,247.51	0.00	469,107.14			
Grand Totals		469,107.14	88,751.21	0.00	469,107.14			

GO20-2

An open balance of 88,751.21 still remains.

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

Columbia Bank 521 12TH AVE. SOUTH NAMPA, ID 83651

34-827/1251

4759

12/15/2017

PAY TO THE ORDER OF Knife River

**39,784.11

Thirty-Nine Thousand Seven Hundred Eighty-Four and 11/100**********

DOLLARS

Knife River
5450 W. Gowen Rd.
Boise, Idaho 83709

MEMO CID Warm Springs Creek relo App. #6

W2565916-08-17

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND DOING NOT ACCEPT

"004759" [redacted]

BARBER VALLEY DEVELOPMENT, INC.
Knife River

4759

12/15/2017

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/15/2017	Bill		39,784.11	39,784.11		39,784.11
					Check Amount	39,784.11

Columbia/ICB- CHEC CID Warm Springs Creek relo App. #6 39,784.11

BARBER VALLEY DEVELOPMENT, INC.
Knife River

4759

12/15/2017

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/15/2017	Bill		39,784.11	39,784.11		39,784.11
					Check Amount	39,784.11

Columbia/ICB- CHEC CID Warm Springs Creek relo App. #6 39,784.11

Knife River

Warm Springs Creek Realignment

	Invoice Date	Invoice Number	Invoice Amount	Check Number	Date Paid	Amount Paid
	12/15/2017	6	$ 39,784.11	4759	12/15/2017	$ 39,784.11
	10/24/2017	5	$ 38,950.00	4712	11/14/2017	$ 38,950.00
	9/25/2017	4	$ 193,942.50	4616	10/15/2017	$ 193,942.50
	8/23/2017	3	$ 66,357.50	4551	9/13/2017	$ 66,357.50
	7/25/2017	2	$ 48,450.00	4507	9/1/2017	$ 48,450.00
	6/30/2017	1	$ 3,610.00	4444	7/13/2017	$ 3,610.00
Total			$ 391,094.11			$ 391,094.11

GO20-6

Rate Period ..... : Annual

Nominal Annual Rate .... : 6.750 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	04/05/2018	1,184,866.06	1		
2	Rate Change	06/14/2018	Rate: 7.000 %	Rate Period: Annual		
3	Rate Change	09/27/2018	Rate: 7.250 %	Rate Period: Annual		
4	Rate Change	12/20/2018	Rate: 7.500 %	Rate Period: Annual		
5	Rate Change	07/31/2019	Rate: 7.250 %	Rate Period: Annual		
6	Rate Change	09/18/2019	Rate: 7.000 %	Rate Period: Annual		
7	Rate Change	10/30/2019	Rate: 6.750 %	Rate Period: Annual		
8	Rate Change	03/03/2020	Rate: 6.250 %	Rate Period: Annual		
9	Rate Change	03/15/2020	Rate: 5.250 %	Rate Period: Annual		
10	Payment	10/15/2020	987,839.11	1		
	Principal First Allocation					
11	Rate Change	03/16/2022	Rate: 5.500 %	Rate Period: Annual		
12	Rate Change	05/04/2022	Rate: 6.000 %	Rate Period: Annual		
13	Rate Change	06/15/2022	Rate: 6.750 %	Rate Period: Annual		
14	Rate Change	07/27/2022	Rate: 7.500 %	Rate Period: Annual		
15	Rate Change	09/21/2022	Rate: 8.250 %	Rate Period: Annual		
16	Rate Change	11/02/2022	Rate: 9.000 %	Rate Period: Annual		
17	Rate Change	12/14/2022	Rate: 9.500 %	Rate Period: Annual		
18	Rate Change	02/01/2023	Rate: 9.750 %	Rate Period: Annual		
19	Rate Change	03/22/2023	Rate: 10.000 %	Rate Period: Annual		
20	Rate Change	05/03/2023	Rate: 10.250 %	Rate Period: Annual		
21	Rate Change	07/26/2023	Rate: 10.500 %	Rate Period: Annual		
22	Payment	12/31/2023	0.00	1		

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

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Balance Due Total
Loan	04/05/2018		0.00	0.00	0.00	0.00	1,184,866.06	1,184,866.06
Rate	06/14/2018		15,338.33	0.00	0.00	15,338.33	1,184,866.06	1,200,204.39
	06/14/2018	Rate: 7.000 %	Rate Period: Annual					
Rate	09/27/2018		23,859.63	0.00	0.00	39,197.96	1,184,866.06	1,224,064.02
	09/27/2018	Rate: 7.250 %	Rate Period: Annual					
Rate	12/20/2018		19,769.41	0.00	0.00	58,967.37	1,184,866.06	1,243,833.43
	12/20/2018	Rate: 7.500 %	Rate Period: Annual					
2018 Totals		0.00	58,967.37	0.00	0.00			
Rate	07/31/2019		54,292.84	0.00	0.00	113,260.21	1,184,866.06	1,298,126.27
	07/31/2019	Rate: 7.250 %	Rate Period: Annual					
Rate	09/18/2019		11,532.16	0.00	0.00	124,792.37	1,184,866.06	1,309,658.43
	09/18/2019	Rate: 7.000 %	Rate Period: Annual					
Rate	10/30/2019		9,543.85	0.00	0.00	134,336.22	1,184,866.06	1,319,202.28
	10/30/2019	Rate: 6.750 %	Rate Period: Annual					
2019 Totals		0.00	75,368.85	0.00	0.00			
Rate	03/03/2020		27,389.88	0.00	0.00	161,726.10	1,184,866.06	1,346,592.16
	03/03/2020	Rate: 6.250 %	Rate Period: Annual					
Rate	03/15/2020		2,434.66	0.00	0.00	164,160.76	1,184,866.06	1,349,026.82
	03/15/2020	Rate: 5.250 %	Rate Period: Annual					
1	10/15/2020	987,839.11	36,471.15	0.00	987,839.11	200,631.91	197,026.95	397,658.86

GO20-6

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Balance Due Total
2020 Totals		987,839.11	66,295.69	0.00	987,839.11			
Rate	03/16/2022		14,651.52	0.00	0.00	215,283.43	197,026.95	412,310.38
	03/16/2022	Rate: 5.500 %	Rate Period: Annual					
Rate	05/04/2022		1,454.76	0.00	0.00	216,738.19	197,026.95	413,765.14
	05/04/2022	Rate: 6.000 %	Rate Period: Annual					
Rate	06/15/2022		1,360.30	0.00	0.00	218,098.49	197,026.95	415,125.44
	06/15/2022	Rate: 6.750 %	Rate Period: Annual					
Rate	07/27/2022		1,530.33	0.00	0.00	219,628.82	197,026.95	416,655.77
	07/27/2022	Rate: 7.500 %	Rate Period: Annual					
Rate	09/21/2022		2,267.16	0.00	0.00	221,895.98	197,026.95	418,922.93
	09/21/2022	Rate: 8.250 %	Rate Period: Annual					
Rate	11/02/2022		1,870.41	0.00	0.00	223,766.39	197,026.95	420,793.34
	11/02/2022	Rate: 9.000 %	Rate Period: Annual					
Rate	12/14/2022		2,040.44	0.00	0.00	225,806.83	197,026.95	422,833.78
	12/14/2022	Rate: 9.500 %	Rate Period: Annual					
2022 Totals		0.00	25,174.92	0.00	0.00			
Rate	02/01/2023		2,512.77	0.00	0.00	228,319.60	197,026.95	425,346.55
	02/01/2023	Rate: 9.750 %	Rate Period: Annual					
Rate	03/22/2023		2,578.89	0.00	0.00	230,898.49	197,026.95	427,925.44
	03/22/2023	Rate: 10.000 %	Rate Period: Annual					
Rate	05/03/2023		2,267.16	0.00	0.00	233,165.65	197,026.95	430,192.60
	05/03/2023	Rate: 10.250 %	Rate Period: Annual					
Rate	07/26/2023		4,647.68	0.00	0.00	237,813.33	197,026.95	434,840.28
	07/26/2023	Rate: 10.500 %	Rate Period: Annual					
2	12/31/2023	0.00	8,955.28	0.00	0.00	246,768.61	197,026.95	443,795.56
2023 Totals		0.00	20,961.78	0.00	0.00			
Grand Totals		987,839.11	246,768.61	0.00	987,839.11			

GO20-6

An open balance of 443,795.56 still remains.

ACHD
Committed to Service

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

June 1, 2018

To: Harris Family LTD Partnership
4940 E Mill Station Dr.
Suite 101-B Boise, ID 83716

Re: **Parkcenter Improvements East**
SUBP17-0014
Acceptance for Maintenance

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

The Ada County Highway District hereby accepts the public street improvements constructed with **Parkcenter Improvements East** for public maintenance.

An Inspection Deposit in the amount of **$20,459.10** was provided prior to construction, with a total of **$20,459.10** being charged for inspection costs. The balance of **$0.00** is due the applicant under the terms of the inspection agreement and has been refunded with this letter.

This acceptance date of **April 5, 2018** is the date of commencement of all warranties and guarantees for the 24-month period stipulated in the **subdivision construction permit**.

If you have any questions or concerns, please feel free to contact me at 387-6293 or tessex@achdidaho.org.

Sincerely,

Trent Essex

Trent Essex
Development Review Intern

cc: Sherwin Pestka, ACHD Accounting
Ana Osborn, ACHD Accounting
Shelaine Starkey, ACHD Accounting
Gail Jorgenson, ACHD GIS Services
Dennis Klein& Scott Forrey , ACHD Pavement Management
Scott Bennett & Travis Spiker, ACHD Utilities
Darrin Carroll & Matt Degen, ACHD Design
Amanda Morse (agmorse@adaweb.net) & Jean Schaffer (jschaffer@adaweb.net), Ada County

Accrued Interst Income HRCID#1
Barber Valley Development
GO Bond 2021

Project name	ID#/Naming per City	Completion Date of Project	Document Referenced for Date of Completion	Reimbursement Total	Date CID Reimbursement Received	Reimbursement Amount Due	Date Interest Accrual Calculated Through	Accrued Interest Balance Due	Total Due
TH No. 9	GO21-2	9/15/2020	ACHD Acceptance for Maintenance	$ 1,670,900.05		$ 1,670,900.05	12/31/2023	$ 398,475.35	$ 2,069,375.40
TH No. 11	GO21-3	3/24/2021	ACHD Acceptance for Maintenance	$ 4,009,490.97		$ 4,009,490.97	12/31/2023	$ 846,606.77	$ 4,856,097.74

GO21-2

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	09/15/2020	1,670,900.05	1		
2	Rate Change	03/16/2022	Rate: 5.500 %	Rate Period: Annual		
3	Rate Change	05/04/2022	Rate: 6.000 %	Rate Period: Annual		
4	Rate Change	06/15/2022	Rate: 6.750 %	Rate Period: Annual		
5	Rate Change	07/27/2022	Rate: 7.500 %	Rate Period: Annual		
6	Rate Change	09/21/2022	Rate: 8.250 %	Rate Period: Annual		
7	Rate Change	11/02/2022	Rate: 9.000 %	Rate Period: Annual		
8	Rate Change	12/14/2022	Rate: 9.500 %	Rate Period: Annual		
9	Rate Change	02/01/2023	Rate: 9.750 %	Rate Period: Annual		
10	Rate Change	03/22/2023	Rate: 10.000 %	Rate Period: Annual		
11	Rate Change	05/03/2023	Rate: 10.250 %	Rate Period: Annual		
12	Rate Change	07/26/2023	Rate: 10.500 %	Rate Period: Annual		
13	Payment	12/31/2023	0.00	1		

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

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Total
Loan	09/15/2020		0.00	0.00	0.00	0.00	1,670,900.05	1,670,900.05
2020 Totals		0.00	0.00	0.00	0.00			
Rate	03/16/2022		131,463.21	0.00	0.00	131,463.21	1,670,900.05	1,802,363.26
	03/16/2022	Rate: 5.500 %	Rate Period: Annual					
Rate	05/04/2022		12,337.19	0.00	0.00	143,800.40	1,670,900.05	1,814,700.45
	05/04/2022	Rate: 6.000 %	Rate Period: Annual					
Rate	06/15/2022		11,536.08	0.00	0.00	155,336.48	1,670,900.05	1,826,236.53
	06/15/2022	Rate: 6.750 %	Rate Period: Annual					
Rate	07/27/2022		12,978.09	0.00	0.00	168,314.57	1,670,900.05	1,839,214.62
	07/27/2022	Rate: 7.500 %	Rate Period: Annual					
Rate	09/21/2022		19,226.80	0.00	0.00	187,541.37	1,670,900.05	1,858,441.42
	09/21/2022	Rate: 8.250 %	Rate Period: Annual					
Rate	11/02/2022		15,862.11	0.00	0.00	203,403.48	1,670,900.05	1,874,303.53
	11/02/2022	Rate: 9.000 %	Rate Period: Annual					
Rate	12/14/2022		17,304.12	0.00	0.00	220,707.60	1,670,900.05	1,891,607.65
	12/14/2022	Rate: 9.500 %	Rate Period: Annual					
2022 Totals		0.00	220,707.60	0.00	0.00			
Rate	02/01/2023		21,309.70	0.00	0.00	242,017.30	1,670,900.05	1,912,917.35
	02/01/2023	Rate: 9.750 %	Rate Period: Annual					
Rate	03/22/2023		21,870.48	0.00	0.00	263,887.78	1,670,900.05	1,934,787.83
	03/22/2023	Rate: 10.000 %	Rate Period: Annual					
Rate	05/03/2023		19,226.80	0.00	0.00	283,114.58	1,670,900.05	1,954,014.63
	05/03/2023	Rate: 10.250 %	Rate Period: Annual					
Rate	07/26/2023		39,414.93	0.00	0.00	322,529.51	1,670,900.05	1,993,429.56
	07/26/2023	Rate: 10.500 %	Rate Period: Annual					
1	12/31/2023	0.00	75,945.84	0.00	0.00	398,475.35	1,670,900.05	2,069,375.40
2023 Totals		0.00	177,767.75	0.00	0.00			

GO21-2

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Balance Due Total
Grand Totals	0.00	398,475.35	0.00	0.00			

GO21-2

An open balance of 2,069,375.40 still remains.

Kent Goldthorpe, President
Dave McKinney, Vice-President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

ACHD
Committed to Service

February 11, 2021

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

Re: **Dallas Harris Estates Townhomes Subdivision No. 9**
Project (Trakit) No. SUBP18-0117
Acceptance for Maintenance

You are hereby advised that construction of the public street improvements required of **Dallas Harris Estates Townhomes Subdivision No. 9** have been inspected by District personnel and said work has been satisfactorily completed to District Standards and the approved plans.

The Ada County Highway District hereby accepts the public street improvements constructed with **Dallas Harris Estates Townhomes Subdivision No. 9** for public maintenance.

An Inspection Deposit in the amount of **($7,400.00)** was provided prior to construction, with a total of **($5,176.10)** being charged for inspection costs. The balance of **($2,223.90)** is due the applicant under the terms of the inspection agreement and has been refunded with this letter.

This acceptance date of **September 15, 2020** is the date of commencement of all warranties and guarantees for the 24-month period stipulated in the subdivision construction permit.

If you have any questions please feel free to contact Mike Alexander at 387-6354 or malexander@achdidaho.org.

Sarah Fohn

Sarah Fohn
Development Services Intern

Mike Alexander

Mike Alexander
Engineering Tech II

Michael Alexander Digitally signed by Michael Alexander Date: 2021.03.04 12:58:37-07'00'

cc: Sherwin Pestka, ACHD Accounting
Ana Osborn, ACHD Accounting
Shelaine Starkey, ACHD Accounting
Laura McSherry, ACHD GIS Services
Scott Forrey & Susan Perry, ACHD Pavement Management
Scott Bennett & Ed Merrill, ACHD Utilities
Amanda Morse (agmorse@adaweb.net) & Jean Schaffer (jschaffer@adaweb.net), Ada County
If roadways are over 6% grade- Lloyd Carnegie & Heather Tillitt, ACHD Maintenance

GO21-3

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	03/24/2021	4,009,490.97	1		
2	Rate Change	03/16/2022	Rate: 5.500 %	Rate Period: Annual		
3	Rate Change	05/04/2022	Rate: 6.000 %	Rate Period: Annual		
4	Rate Change	06/15/2022	Rate: 6.750 %	Rate Period: Annual		
5	Rate Change	07/27/2022	Rate: 7.500 %	Rate Period: Annual		
6	Rate Change	09/21/2022	Rate: 8.250 %	Rate Period: Annual		
7	Rate Change	11/02/2022	Rate: 9.000 %	Rate Period: Annual		
8	Rate Change	12/14/2022	Rate: 9.500 %	Rate Period: Annual		
9	Rate Change	02/01/2023	Rate: 9.750 %	Rate Period: Annual		
10	Rate Change	03/22/2023	Rate: 10.000 %	Rate Period: Annual		
11	Rate Change	05/03/2023	Rate: 10.250 %	Rate Period: Annual		
12	Rate Change	07/26/2023	Rate: 10.500 %	Rate Period: Annual		
13	Payment	12/31/2023	0.00	1		

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

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Balance Due Total
Loan	03/24/2021		0.00	0.00	0.00	0.00	4,009,490.97	4,009,490.97
2021 Totals		0.00	0.00	0.00	0.00			
Rate	03/16/2022		205,884.62	0.00	0.00	205,884.62	4,009,490.97	4,215,375.59
	03/16/2022	Rate: 5.500 %	Rate Period: Annual					
Rate	05/04/2022		29,604.32	0.00	0.00	235,488.94	4,009,490.97	4,244,979.91
	05/04/2022	Rate: 6.000 %	Rate Period: Annual					
Rate	06/15/2022		27,681.97	0.00	0.00	263,170.91	4,009,490.97	4,272,661.88
	06/15/2022	Rate: 6.750 %	Rate Period: Annual					
Rate	07/27/2022		31,142.21	0.00	0.00	294,313.12	4,009,490.97	4,303,804.09
	07/27/2022	Rate: 7.500 %	Rate Period: Annual					
Rate	09/21/2022		46,136.61	0.00	0.00	340,449.73	4,009,490.97	4,349,940.70
	09/21/2022	Rate: 8.250 %	Rate Period: Annual					
Rate	11/02/2022		38,062.70	0.00	0.00	378,512.43	4,009,490.97	4,388,003.40
	11/02/2022	Rate: 9.000 %	Rate Period: Annual					
Rate	12/14/2022		41,522.95	0.00	0.00	420,035.38	4,009,490.97	4,429,526.35
	12/14/2022	Rate: 9.500 %	Rate Period: Annual					
2022 Totals		0.00	420,035.38	0.00	0.00			
Rate	02/01/2023		51,134.74	0.00	0.00	471,170.12	4,009,490.97	4,480,661.09
	02/01/2023	Rate: 9.750 %	Rate Period: Annual					
Rate	03/22/2023		52,480.39	0.00	0.00	523,650.51	4,009,490.97	4,533,141.48
	03/22/2023	Rate: 10.000 %	Rate Period: Annual					
Rate	05/03/2023		46,136.61	0.00	0.00	569,787.12	4,009,490.97	4,579,278.09
	05/03/2023	Rate: 10.250 %	Rate Period: Annual					
Rate	07/26/2023		94,580.05	0.00	0.00	664,367.17	4,009,490.97	4,673,858.14
	07/26/2023	Rate: 10.500 %	Rate Period: Annual					
1	12/31/2023	0.00	182,239.60	0.00	0.00	846,606.77	4,009,490.97	4,856,097.74
2023 Totals		0.00	426,571.39	0.00	0.00			

GO21-3

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Balance Due Total
Grand Totals	0.00	846,606.77	0.00	0.00			

GO21-3

An open balance of 4,856,097.74 still remains.

Kent Goldthorpe, President
Dave McKinney, Vice-President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

May 24, 2021

To: Barber Valley Development Inc
877 W Main St
Ste 501
Boise, ID 83702

Re: **Dallas Harris Estates Townhomes Subdivision No. 11**
Project (Trakit) No. SUBP19-0115
Acceptance for Maintenance

You are hereby advised that construction of the public street improvements required of **Dallas Harris Estates Townhomes Subdivision No. 11** have been inspected by District personnel and said work has been satisfactorily completed to District Standards and the approved plans.

The Ada County Highway District hereby accepts the public street improvements constructed with **Dallas Harris Estates Townhomes Subdivision No. 11** for public maintenance.

An Inspection Deposit in the amount of **($30,800.00)** was provided prior to construction, with a total of **($9,120.44)** being charged for inspection costs. The balance of **($21,679.56)** is due the applicant under the terms of the inspection agreement and has been refunded with this letter.

This acceptance date of **March 24, 2021** is the date of commencement of all warranties and guarantees for the 24-month period stipulated in the subdivision construction permit.

If you have any questions please feel free to contact Mike Alexander at 387-6354 or malexander@achdidaho.org.

Sarah Fohn

Sarah Fohn
Development Services Intern

Mike Alexander

Mike Alexander
Engineering Tech III

Michael Alexander Digitally signed by Michael Alexander Date: 2021.05.25 08:38:51-06'00'

cc: Sherwin Pestka, ACHD Accounting
Ana Osborn, ACHD Accounting
Shelaine Starkey, ACHD Accounting
Laura McSherry, ACHD GIS Services
Scott Forrey & Susan Perry, ACHD Pavement Management
Scott Bennett & Ed Merrill, ACHD Utilities
Amanda Morse (agmorse@adaweb.net) & Jean Schaffer (jschaffer@adaweb.net), Ada County
If roadways are over 6% grade- Lloyd Carnegie & Heather Tillitt, ACHD Maintenance

Accrued Interst Income HRCID#1
Barber Valley Development
GO Bond 2022

Project name	ID#/Naming per City	Completion Date of Project	Document Referenced for Date of Completion	Reimbursement Total	Date CID Reimbursement Received	Reimbursement Amount Due	Date Interest Accrual Calculated Through	Accrued Interest Balance Due	Total Due
SW 12&13	GO22-1	3/24/2022	ACHD Acceptance for Maintenance	$ 1,428,172.44		$ 1,428,172.44	12/31/2023	$ 232,332.37	$ 1,660,504.81
DH S Sub 1	GO22-2	4/13/2022	ACHD Acceptance for Maintenance	$ 1,660,319.34		$ 1,660,319.34	12/31/2023	$ 258,316.13	$ 1,918,635.47
DH S Sub 2	GO22-3	3/28/2022	ACHD Acceptance for Maintenance	$ 1,167,812.36		$ 1,167,812.36	12/31/2023	$ 184,506.34	$ 1,352,318.70

GO22-1

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	02/24/2022	1,428,172.44	1		
2	Rate Change	03/16/2022	Rate: 5.500 %	Rate Period: Annual		
3	Rate Change	05/04/2022	Rate: 6.000 %	Rate Period: Annual		
4	Rate Change	06/15/2022	Rate: 6.750 %	Rate Period: Annual		
5	Rate Change	07/27/2022	Rate: 7.500 %	Rate Period: Annual		
6	Rate Change	09/21/2022	Rate: 8.250 %	Rate Period: Annual		
7	Rate Change	11/02/2022	Rate: 9.000 %	Rate Period: Annual		
8	Rate Change	12/14/2022	Rate: 9.500 %	Rate Period: Annual		
9	Rate Change	02/01/2023	Rate: 9.750 %	Rate Period: Annual		
10	Rate Change	03/22/2023	Rate: 10.000 %	Rate Period: Annual		
11	Rate Change	05/03/2023	Rate: 10.250 %	Rate Period: Annual		
12	Rate Change	07/26/2023	Rate: 10.500 %	Rate Period: Annual		
13	Payment	12/31/2023	0.00	1		

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

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Balance Due Total
Loan	02/24/2022		0.00	0.00	0.00	0.00	1,428,172.44	1,428,172.44
Rate	03/16/2022		4,108.44	0.00	0.00	4,108.44	1,428,172.44	1,432,280.88
	03/16/2022	Rate: 5.500 %	Rate Period: Annual					
Rate	05/04/2022		10,545.00	0.00	0.00	14,653.44	1,428,172.44	1,442,825.88
	05/04/2022	Rate: 6.000 %	Rate Period: Annual					
Rate	06/15/2022		9,860.26	0.00	0.00	24,513.70	1,428,172.44	1,452,686.14
	06/15/2022	Rate: 6.750 %	Rate Period: Annual					
Rate	07/27/2022		11,092.79	0.00	0.00	35,606.49	1,428,172.44	1,463,778.93
	07/27/2022	Rate: 7.500 %	Rate Period: Annual					
Rate	09/21/2022		16,433.77	0.00	0.00	52,040.26	1,428,172.44	1,480,212.70
	09/21/2022	Rate: 8.250 %	Rate Period: Annual					
Rate	11/02/2022		13,557.86	0.00	0.00	65,598.12	1,428,172.44	1,493,770.56
	11/02/2022	Rate: 9.000 %	Rate Period: Annual					
Rate	12/14/2022		14,790.39	0.00	0.00	80,388.51	1,428,172.44	1,508,560.95
	12/14/2022	Rate: 9.500 %	Rate Period: Annual					
2022 Totals		0.00	80,388.51	0.00	0.00			
Rate	02/01/2023		18,214.09	0.00	0.00	98,602.60	1,428,172.44	1,526,775.04
	02/01/2023	Rate: 9.750 %	Rate Period: Annual					
Rate	03/22/2023		18,693.41	0.00	0.00	117,296.01	1,428,172.44	1,545,468.45
	03/22/2023	Rate: 10.000 %	Rate Period: Annual					
Rate	05/03/2023		16,433.77	0.00	0.00	133,729.78	1,428,172.44	1,561,902.22
	05/03/2023	Rate: 10.250 %	Rate Period: Annual					
Rate	07/26/2023		33,689.22	0.00	0.00	167,419.00	1,428,172.44	1,595,591.44
	07/26/2023	Rate: 10.500 %	Rate Period: Annual					
1	12/31/2023	0.00	64,913.37	0.00	0.00	232,332.37	1,428,172.44	1,660,504.81
2023 Totals		0.00	151,943.86	0.00	0.00			
Grand Totals		0.00	232,332.37	0.00	0.00			

GO22-1

An open balance of 1,660,504.81 still remains.

Mary May, President
Alexis Pickering, Vice-President
Jim D. Hansen, 2nd Vice President
Kent Goldthorpe, Commissioner
Dave McKinney, Commissioner

ACHD
Committed to Service

February 24, 2022

To: BARBER VALLEY DEVELOPMENT INC
4940 E Mill Station Dr Ste 101-B
Boise, ID 83716

Re: **Haystack Subdivision/ Wise Way Subdivision**
Project (Trakit) No. SUBP20-0099
Acceptance for Maintenance

You are hereby advised that construction of the public street improvements required of **Haystack Subdivision/ Wise Way Subdivision** have been inspected by District personnel and said work has been satisfactorily completed to District Standards and the approved plans.

The Ada County Highway District hereby accepts the public street improvements constructed with **Haystack Subdivision/ Wise Way Subdivision** for public maintenance.

This acceptance date of **February 24th, 2022** is the date of commencement of all warranties and guarantees for the 24-month period stipulated in the **subdivision construction permit.**

If you have any questions or concerns, please feel free to contact me at (208) 387-6354 or Malexander@achdidaho.org

Sincerely,

Sarah Cannon

Development Services Technician

Mike Alexander

Engineering Tech III

cc: Sherwin Pestka, ACHD Accounting
Ana Osborn, Shelaine Starkey and Steven Pecka, ACHD Accounting
Megan Merkley, ACHD GIS Services
Scott Forrey & Susan Perry, ACHD Pavement Management
Scott Bennett & Ed Merrill, ACHD Utilities
Amanda Morse (agmorse@adaweb.net) & Jean Schaffer (jschaffer@adaweb.net), Ada Coun

Michael Alexander

Digitally signed by Michael Alexander
Date: 2022.03.01 11:05:45-07'00'

GO22-2

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.500 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	04/13/2022	1,660,319.34	1		
2	Rate Change	05/04/2022	Rate: 6.000 %	Rate Period: Annual		
3	Rate Change	06/15/2022	Rate: 6.750 %	Rate Period: Annual		
4	Rate Change	07/27/2022	Rate: 7.500 %	Rate Period: Annual		
5	Rate Change	09/21/2022	Rate: 8.250 %	Rate Period: Annual		
6	Rate Change	11/02/2022	Rate: 9.000 %	Rate Period: Annual		
7	Rate Change	12/14/2022	Rate: 9.500 %	Rate Period: Annual		
8	Rate Change	02/01/2023	Rate: 9.750 %	Rate Period: Annual		
9	Rate Change	03/22/2023	Rate: 10.000 %	Rate Period: Annual		
10	Rate Change	05/03/2023	Rate: 10.250 %	Rate Period: Annual		
11	Rate Change	07/26/2023	Rate: 10.500 %	Rate Period: Annual		
12	Payment	12/31/2023	0.00	1		

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

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Balance Due Total
Loan	04/13/2022		0.00	0.00	0.00	0.00	1,660,319.34	1,660,319.34
Rate	05/04/2022		5,253.89	0.00	0.00	5,253.89	1,660,319.34	1,665,573.23
	05/04/2022	Rate: 6.000 %	Rate Period: Annual					
Rate	06/15/2022		11,463.03	0.00	0.00	16,716.92	1,660,319.34	1,677,036.26
	06/15/2022	Rate: 6.750 %	Rate Period: Annual					
Rate	07/27/2022		12,895.91	0.00	0.00	29,612.83	1,660,319.34	1,689,932.17
	07/27/2022	Rate: 7.500 %	Rate Period: Annual					
Rate	09/21/2022		19,105.04	0.00	0.00	48,717.87	1,660,319.34	1,709,037.21
	09/21/2022	Rate: 8.250 %	Rate Period: Annual					
Rate	11/02/2022		15,761.66	0.00	0.00	64,479.53	1,660,319.34	1,724,798.87
	11/02/2022	Rate: 9.000 %	Rate Period: Annual					
Rate	12/14/2022		17,194.54	0.00	0.00	81,674.07	1,660,319.34	1,741,993.41
	12/14/2022	Rate: 9.500 %	Rate Period: Annual					
2022 Totals		0.00	81,674.07	0.00	0.00			
Rate	02/01/2023		21,174.76	0.00	0.00	102,848.83	1,660,319.34	1,763,168.17
	02/01/2023	Rate: 9.750 %	Rate Period: Annual					
Rate	03/22/2023		21,731.99	0.00	0.00	124,580.82	1,660,319.34	1,784,900.16
	03/22/2023	Rate: 10.000 %	Rate Period: Annual					
Rate	05/03/2023		19,105.04	0.00	0.00	143,685.86	1,660,319.34	1,804,005.20
	05/03/2023	Rate: 10.250 %	Rate Period: Annual					
Rate	07/26/2023		39,165.34	0.00	0.00	182,851.20	1,660,319.34	1,843,170.54
	07/26/2023	Rate: 10.500 %	Rate Period: Annual					
1	12/31/2023	0.00	75,464.93	0.00	0.00	258,316.13	1,660,319.34	1,918,635.47
2023 Totals		0.00	176,642.06	0.00	0.00			
Grand Totals		0.00	258,316.13	0.00	0.00			

GO22-2

An open balance of 1,918,635.47 still remains.

ACHD
Committed to Service

Mary May, President
Alexis Pickering, Vice-President
Jim D. Hansen, 2nd Vice President
Kent Goldthorpe, Commissioner
Dave McKinney, Commissioner

May 19, 2022

To: BARBER VALLEY DEVELOPMENT INC
4940 E Mill Station Dr Ste 101-B
Boise, ID 83716

Re: **Dallas Harris South 1 Subdivision**
Project (Trakit) No. SUBP20-0061
Acceptance for Maintenance

You are hereby advised that construction of the public street improvements required of **Dallas Harris South 1 Subdivision** have been inspected by District personnel and said work has been satisfactorily completed to District Standards and the approved plans.

The Ada County Highway District hereby accepts the public street improvements constructed with **Dallas Harris South 1 Subdivision** for public maintenance.

An Inspection Deposit in the amount of **$24,298.35** was provided prior to construction, with a total of **$19,852.80** being charged for inspection costs. The balance of **$4,445.55** is due the applicant under the terms of the inspection agreement and has been refunded with this letter.

This acceptance date of **April 13th, 2022** is the date of commencement of all warranties and guarantees for the 24-month period stipulated in the **subdivision construction permit.**

If you have any questions or concerns, please feel free to contact me at (208) 387-6354 or Malexander@achdidaho.org

Sincerely,

Sarah Cannon

Development Services Technician

Mike Alexander

Senior Engineering Technician

Michael Alexander

Digitally signed by Michael Alexander
Date: 2022.06.01 14:00:13-06'00'

cc: Sherwin Pestka, ACHD Accounting
Ana Osborn, Shelaine Starkey and Steven Pecka, ACHD Accounting
Megan Merkley, ACHD GIS Services
Scott Forrey & Susan Perry, ACHD Pavement Management
Scott Bennett & Ed Merrill, ACHD Utilities
Amanda Morse (agmorse@adaweb.net) & Jean Schaffer (jschaffer@adaweb.net), Ada County

GO22-3

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.500 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	03/28/2022	1,167,812.36	1		
2	Rate Change	05/04/2022	Rate: 6.000 %	Rate Period: Annual		
3	Rate Change	06/15/2022	Rate: 6.750 %	Rate Period: Annual		
4	Rate Change	07/27/2022	Rate: 7.500 %	Rate Period: Annual		
5	Rate Change	09/21/2022	Rate: 8.250 %	Rate Period: Annual		
6	Rate Change	11/02/2022	Rate: 9.000 %	Rate Period: Annual		
7	Rate Change	12/14/2022	Rate: 9.500 %	Rate Period: Annual		
8	Rate Change	02/01/2023	Rate: 9.750 %	Rate Period: Annual		
9	Rate Change	03/22/2023	Rate: 10.000 %	Rate Period: Annual		
10	Rate Change	05/03/2023	Rate: 10.250 %	Rate Period: Annual		
11	Rate Change	07/26/2023	Rate: 10.500 %	Rate Period: Annual		
12	Payment	12/31/2023	0.00	1		

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

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Balance Due Total
Loan	03/28/2022		0.00	0.00	0.00	0.00	1,167,812.36	1,167,812.36
Rate	05/04/2022		6,510.95	0.00	0.00	6,510.95	1,167,812.36	1,174,323.31
	05/04/2022	Rate: 6.000 %	Rate Period: Annual					
Rate	06/15/2022		8,062.70	0.00	0.00	14,573.65	1,167,812.36	1,182,386.01
	06/15/2022	Rate: 6.750 %	Rate Period: Annual					
Rate	07/27/2022		9,070.54	0.00	0.00	23,644.19	1,167,812.36	1,191,456.55
	07/27/2022	Rate: 7.500 %	Rate Period: Annual					
Rate	09/21/2022		13,437.84	0.00	0.00	37,082.03	1,167,812.36	1,204,894.39
	09/21/2022	Rate: 8.250 %	Rate Period: Annual					
Rate	11/02/2022		11,086.22	0.00	0.00	48,168.25	1,167,812.36	1,215,980.61
	11/02/2022	Rate: 9.000 %	Rate Period: Annual					
Rate	12/14/2022		12,094.06	0.00	0.00	60,262.31	1,167,812.36	1,228,074.67
	12/14/2022	Rate: 9.500 %	Rate Period: Annual					
2022 Totals		0.00	60,262.31	0.00	0.00			
Rate	02/01/2023		14,893.61	0.00	0.00	75,155.92	1,167,812.36	1,242,968.28
	02/01/2023	Rate: 9.750 %	Rate Period: Annual					
Rate	03/22/2023		15,285.54	0.00	0.00	90,441.46	1,167,812.36	1,258,253.82
	03/22/2023	Rate: 10.000 %	Rate Period: Annual					
Rate	05/03/2023		13,437.84	0.00	0.00	103,879.30	1,167,812.36	1,271,691.66
	05/03/2023	Rate: 10.250 %	Rate Period: Annual					
Rate	07/26/2023		27,547.57	0.00	0.00	131,426.87	1,167,812.36	1,299,239.23
	07/26/2023	Rate: 10.500 %	Rate Period: Annual					
1	12/31/2023	0.00	53,079.47	0.00	0.00	184,506.34	1,167,812.36	1,352,318.70
2023 Totals		0.00	124,244.03	0.00	0.00			
Grand Totals		0.00	184,506.34	0.00	0.00			

GO22-3

An open balance of 1,352,318.70 still remains.

Mary May, President
Alexis Pickering, Vice-President
Jim D. Hansen, 2nd Vice President
Kent Goldthorpe, Commissioner
Dave McKinney, Commissioner

ACHD
Committed to Service

September 6, 2022

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

Re: **Dallas Harris South 2 Subdivision**
Project (Trakit) No. SUBP21-0006
Acceptance for Maintenance

You are hereby advised that construction of the public street improvements required of **Dallas Harris South 2 Subdivision** have been inspected by District personnel and said work has been satisfactorily completed to District Standards and the approved plans.

The Ada County Highway District hereby accepts the public street improvements constructed with **Dallas Harris South 2 Subdivision** for public maintenance.

An Inspection Deposit in the amount of **$7,000.00** was provided prior to construction, with a total of **$5,042.58** being charged for inspection costs. The balance of **$1,957.42** is due the applicant under the terms of the inspection agreement and has been refunded with this letter.

This acceptance date of **March 28th 2022** is the date of commencement of all warranties and guarantees for the 24-month period stipulated in the **subdivision construction permit.**

If you have any questions or concerns, please feel free to contact me at (208) 387-6354 or Malexander@achdidaho.org

Sincerely,

Sarah Cannon
Development Services Technician

Mike Alexander
Development Review Supervisor

Michael Alexander Digitally signed by Michael Alexander Date: 2022.09.27 16:18:18-06'00'

cc: Sherwin Pestka, ACHD Accounting
Ana Osborn, Shelaine Starkey and Steven Pecka, ACHD Accounting
Megan Merkley, ACHD GIS Services
Scott Forrey & Susan Perry, ACHD Pavement Management
Scott Bennett & Ed Merrill, ACHD Utilities
Amanda Morse (agmorse@adaweb.net) & Jean Schaffer (jschaffer@adaweb.net), Ada County

Q. Exhibit Q – Project GO23-2 Purchase Request

HARRIS RANCH
COMMUNITY INFRASTRUCTURE DISTRICT NO. 1

REIMBURSEMENT REQUESTS FOR ACCRUED INTEREST ON SOUTHERN HALF OF ROADWAY PARCELS

PROJECT SUBMITTED TO THE CITY OF BOISE: December 7, 2023

TABLE OF CONTENTS

for

ACCRUED INTEREST ON SOUTHERN HALF OF ROADWAY PARCELS

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

1. **GO BOND 2021**

   A. GO21-4 Phase 2
      i. Southern Half of Roadway Parcels Phase 2
   B. GO21-4 Phase 6
      i. Southern Half of Roadway Parcels Phase 6
   C. GO21-4 Phase 8
      i. Southern Half of Roadway Parcels Phase 8
   D. GO21-4 Phase 9
      i. Southern Half of Roadway Parcels Phase 9
   E. GO21-4 Phase 11
      i. Southern Half of Roadway Parcels Phase 11

Project Description

Accrued interest on reimbursed and approved CID projects.

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

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

Construction Projects start date for interest:
Per agreement with City of Boise Staff, Bond Council and Barber Valley Development, Inc. interest on expenditures starts on the date the project is completed or final invoice paid.

Project reimbursement request submitted by Barber Valley Development, Inc.

Doug Fowler

President of Barber Valley Development

Total Accrued Interest by Project Ownership

Barber Valley Development

Total Project Amounts Approved: $ 1,874,000.00
Total Project Amounts Interest Due: $ 567,760.34

Total Project Amount Approved and Interest Due: $ 2,441,760.34

March 22, 2005	5.75
May 3, 2005	6.00
June 30, 2005	6.25
August 9, 2005	6.50
September 20, 2005	6.75
November 1, 2005	7.00
December 13, 2005	7.25
January 31, 2006	7.50
March 28, 2006	7.75
May 10, 2006	8.00
June 29, 2006	8.25
September 18, 2007	7.75
October 31, 2007	7.50
December 11, 2007	7.25
January 22, 2008	6.50
January 30, 2008	6.00
March 18, 2008	5.25
April 30, 2008	5.00
October 8, 2008	4.50
October 29, 2008	4.00
December 16, 2008	3.25
December 17, 2015	3.5

Current Prime Rate
SITEMAP
Top of Document
All-Time High
Chart
Current Prime Rate
SITEMAP

December 15, 2016	3.75
March 16, 2017	4.00
June 15, 2017	4.25
December 14, 2017	4.50
Date of Rate Change	Rate (%)
March 22, 2018	4.75
June 14, 2018	5.00
September 27, 2018	5.25
December 20, 2018	5.50
July 31, 2019	5.25
September 18, 2019	5.00
October 30, 2019	4.75
March 3, 2020	4.25
March 15, 2020	3.25
March 16, 2022	3.50
May 4, 2022	4.00
June 15, 2022	4.75
July 27, 2022	5.50
September 21, 2022	6.25
November 2, 2022	7.0
December 14, 2022	7.50
Date of Rate Change	Rate (%)

Top of Document
All-Time High
Chart
Current Prime Rate
SITEMAP

Top of Document
All-Time High
Chart
Current Prime Rate
SITEMAP

February 1, 2023	7.75
March 22, 2023	8.00
May 3, 2023	8.25
July 26, 2023	8.50 (The Current U.S. Prime Rate)

The Current U.S. (Fed) Prime Rate is: 8.50%

November 1, 2023: The FOMC has voted to keep the target range for the fed funds rate at 5.25% - 5.50%. Therefore, the United States Prime Rate remains at 8.50%

The next FOMC meeting and decision on short-term interest rates will be on December 13, 2023.

Top of Document
All-Time High
Chart
Current Prime Rate
SITEMAP

- Monthly Prime Rate History -

CLICK HERE to Jump to The Top of This Page

Top of Document
All-Time High
Chart
Current Prime Rate
SITEMAP

Cumulative Average of The U.S. Prime Interest Rate:	6.821%*
U.S. Prime Rate Mode (most frequent value):	3.25%*
The Median U.S. Prime Interest Rate:	6.00%*
U.S. Prime Rate All-Time High:	21.50% Click Here

Section 3.2 Determining Project Price.

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

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

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

(i) the Certificate of the Engineers;

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

Wiring Instructions:

Barber Valley Development, Inc.

Umpqua Bank
Routing [redacted]
Account [redacted]

Accrued Interst Income HRCID#1
Barber Valley Development

Project name	ID#/Naming per City	Completion Date of Project	Document Referenced for Date of Completion	Reimbursement Total	Date CID Reimbursement Received	Reimbursement Amount Due	Date Interest Accrual Calculated Through	Accrued Interest Balance Due	Total Balance Due
Southern Half of Roadway Parcels Phase 2	GO21-4	7/24/2015	Ada County Plat	$ -		$ 45,000.00	12/31/2023	$ 25,237.91	$ 70,237.91
Southern Half of Roadway Parcels Phase 6	GO21-4	1/2/2018	Ada County Plat	$ -		$ 78,000.00	12/31/2023	$ 32,771.74	$ 110,771.74
Southern Half of Roadway Parcels Phase 8	GO21-4	9/4/2018	Ada County Plat	$ -		$ 68,000.00	12/31/2023	$ 25,487.90	$ 93,487.90
Southern Half of Roadway Parcels Phase 9	GO21-4	9/11/2018	Ada County Plat	$ -		$ 559,000.00	12/31/2023	$ 208,775.01	$ 767,775.01
Southern Half of Roadway Parcels Phase 11	GO21-4	7/31/2020	Ada County Plat	$ -		$ 1,124,000.00	12/31/2023	$ 275,487.78	$ 1,399,487.78
							Total	$ 567,760.34	$ 2,441,760.34

Accrued Interst Income HRCID#1
Barber Valley Development
GO Bond 2021

Project name	ID#/Naming per City	Completion Date of Project	Document Referenced for Date of Completion	Reimbursement Total	Date CID Reimbursement Received	Reimbursement Amount Due	Date Interest Accrual Calculated Through	Accrued Interest Balance Due	Total Due
Southern Half of Roadway Parcels Phase 2	GO21-4	7/24/2015	Ada County Plat	$ -		$ 45,000.00	12/31/2023	$ 25,237.91	$ 70,237.91
Southern Half of Roadway Parcels Phase 6	GO21-4	1/2/2018	Ada County Plat	$ -		$ 78,000.00	1/1/2024	$ 32,771.74	$ 110,771.74
Southern Half of Roadway Parcels Phase 8	GO21-4	9/4/2018	Ada County Plat	$ -		$ 68,000.00	1/2/2024	$ 25,487.90	$ 93,487.90
Southern Half of Roadway Parcels Phase 9	GO21-4	9/11/2018	Ada County Plat	$ -		$ 559,000.00	1/3/2024	$ 208,775.01	$ 767,775.01
Southern Half of Roadway Parcels Phase 11	GO21-4	7/31/2020	Ada County Plat	$ -		$ 1,124,000.00	1/4/2024	$ 275,487.78	$ 1,399,487.78

GO21-4 Phase 2

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.500 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	07/24/2015	45,000.00	1		
2	Rate Change	12/17/2015	Rate: 5.500 %	Rate Period: Annual		
3	Rate Change	12/15/2016	Rate: 5.750 %	Rate Period: Annual		
4	Rate Change	03/16/2017	Rate: 6.000 %	Rate Period: Annual		
5	Rate Change	06/15/2017	Rate: 6.250 %	Rate Period: Annual		
6	Rate Change	12/14/2017	Rate: 6.500 %	Rate Period: Annual		
7	Rate Change	03/22/2018	Rate: 6.750 %	Rate Period: Annual		
8	Rate Change	06/14/2018	Rate: 7.000 %	Rate Period: Annual		
9	Rate Change	09/27/2018	Rate: 7.250 %	Rate Period: Annual		
10	Rate Change	12/20/2018	Rate: 7.500 %	Rate Period: Annual		
11	Rate Change	07/31/2019	Rate: 7.250 %	Rate Period: Annual		
12	Rate Change	09/18/2019	Rate: 7.000 %	Rate Period: Annual		
13	Rate Change	10/30/2019	Rate: 6.750 %	Rate Period: Annual		
14	Rate Change	03/03/2020	Rate: 6.250 %	Rate Period: Annual		
15	Rate Change	03/15/2020	Rate: 5.250 %	Rate Period: Annual		
16	Rate Change	03/16/2022	Rate: 5.500 %	Rate Period: Annual		
17	Rate Change	05/04/2022	Rate: 6.000 %	Rate Period: Annual		
18	Rate Change	06/15/2022	Rate: 6.750 %	Rate Period: Annual		
19	Rate Change	07/27/2022	Rate: 7.500 %	Rate Period: Annual		
20	Rate Change	09/21/2022	Rate: 8.250 %	Rate Period: Annual		
21	Rate Change	11/02/2022	Rate: 9.000 %	Rate Period: Annual		
22	Rate Change	12/14/2022	Rate: 9.500 %	Rate Period: Annual		
23	Rate Change	02/01/2023	Rate: 9.750 %	Rate Period: Annual		
24	Rate Change	03/22/2023	Rate: 10.000 %	Rate Period: Annual		
25	Rate Change	05/03/2023	Rate: 10.250 %	Rate Period: Annual		
26	Rate Change	07/26/2023	Rate: 10.500 %	Rate Period: Annual		
27	Payment	12/31/2023	0.00	1		

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

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Balance Due Total
Loan	07/24/2015		0.00	0.00	0.00	0.00	45,000.00	45,000.00
Rate	12/17/2015		990.00	0.00	0.00	990.00	45,000.00	45,990.00
	12/17/2015	Rate: 5.500 %	Rate Period: Annual					
2015 Totals		0.00	990.00	0.00	0.00			
Rate	12/15/2016		2,468.22	0.00	0.00	3,458.22	45,000.00	48,458.22
	12/15/2016	Rate: 5.750 %	Rate Period: Annual					
2016 Totals		0.00	2,468.22	0.00	0.00			

GO21-4 Phase 2

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Principal	Total
Rate	03/16/2017		645.10	0.00	0.00	4,103.32	45,000.00	49,103.32
	03/16/2017	Rate: 6.000 %	Rate Period: Annual					
Rate	06/15/2017		673.15	0.00	0.00	4,776.47	45,000.00	49,776.47
	06/15/2017	Rate: 6.250 %	Rate Period: Annual					
Rate	12/14/2017		1,402.40	0.00	0.00	6,178.87	45,000.00	51,178.87
	12/14/2017	Rate: 6.500 %	Rate Period: Annual					
2017 Totals		0.00	2,720.65	0.00	0.00			
Rate	03/22/2018		785.34	0.00	0.00	6,964.21	45,000.00	51,964.21
	03/22/2018	Rate: 6.750 %	Rate Period: Annual					
Rate	06/14/2018		699.04	0.00	0.00	7,663.25	45,000.00	52,663.25
	06/14/2018	Rate: 7.000 %	Rate Period: Annual					
Rate	09/27/2018		906.16	0.00	0.00	8,569.41	45,000.00	53,569.41
	09/27/2018	Rate: 7.250 %	Rate Period: Annual					
Rate	12/20/2018		750.82	0.00	0.00	9,320.23	45,000.00	54,320.23
	12/20/2018	Rate: 7.500 %	Rate Period: Annual					
2018 Totals		0.00	3,141.36	0.00	0.00			
Rate	07/31/2019		2,061.99	0.00	0.00	11,382.22	45,000.00	56,382.22
	07/31/2019	Rate: 7.250 %	Rate Period: Annual					
Rate	09/18/2019		437.98	0.00	0.00	11,820.20	45,000.00	56,820.20
	09/18/2019	Rate: 7.000 %	Rate Period: Annual					
Rate	10/30/2019		362.47	0.00	0.00	12,182.67	45,000.00	57,182.67
	10/30/2019	Rate: 6.750 %	Rate Period: Annual					
2019 Totals		0.00	2,862.44	0.00	0.00			
Rate	03/03/2020		1,040.24	0.00	0.00	13,222.91	45,000.00	58,222.91
	03/03/2020	Rate: 6.250 %	Rate Period: Annual					
Rate	03/15/2020		92.47	0.00	0.00	13,315.38	45,000.00	58,315.38
	03/15/2020	Rate: 5.250 %	Rate Period: Annual					
2020 Totals		0.00	1,132.71	0.00	0.00			
Rate	03/16/2022		4,731.47	0.00	0.00	18,046.85	45,000.00	63,046.85
	03/16/2022	Rate: 5.500 %	Rate Period: Annual					
Rate	05/04/2022		332.26	0.00	0.00	18,379.11	45,000.00	63,379.11
	05/04/2022	Rate: 6.000 %	Rate Period: Annual					
Rate	06/15/2022		310.68	0.00	0.00	18,689.79	45,000.00	63,689.79
	06/15/2022	Rate: 6.750 %	Rate Period: Annual					
Rate	07/27/2022		349.52	0.00	0.00	19,039.31	45,000.00	64,039.31
	07/27/2022	Rate: 7.500 %	Rate Period: Annual					
Rate	09/21/2022		517.81	0.00	0.00	19,557.12	45,000.00	64,557.12
	09/21/2022	Rate: 8.250 %	Rate Period: Annual					
Rate	11/02/2022		427.19	0.00	0.00	19,984.31	45,000.00	64,984.31
	11/02/2022	Rate: 9.000 %	Rate Period: Annual					
Rate	12/14/2022		466.03	0.00	0.00	20,450.34	45,000.00	65,450.34
	12/14/2022	Rate: 9.500 %	Rate Period: Annual					
2022 Totals		0.00	7,134.96	0.00	0.00			

GO21-4 Phase 2

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Principal	Total
Rate	02/01/2023		573.90	0.00	0.00	21,024.24	45,000.00	66,024.24
	02/01/2023	Rate: 9.750 %	Rate Period: Annual					
Rate	03/22/2023		589.01	0.00	0.00	21,613.25	45,000.00	66,613.25
	03/22/2023	Rate: 10.000 %	Rate Period: Annual					
Rate	05/03/2023		517.81	0.00	0.00	22,131.06	45,000.00	67,131.06
	05/03/2023	Rate: 10.250 %	Rate Period: Annual					
Rate	07/26/2023		1,061.51	0.00	0.00	23,192.57	45,000.00	68,192.57
	07/26/2023	Rate: 10.500 %	Rate Period: Annual					
1	12/31/2023	0.00	2,045.34	0.00	0.00	25,237.91	45,000.00	70,237.91
2023 Totals		0.00	4,787.57	0.00	0.00			
Grand Totals		0.00	25,237.91	0.00	0.00			

GO21-4 Phase 2

An open balance of 70,237.91 still remains.

BK 108 PG 15280

PLAT SHOWING

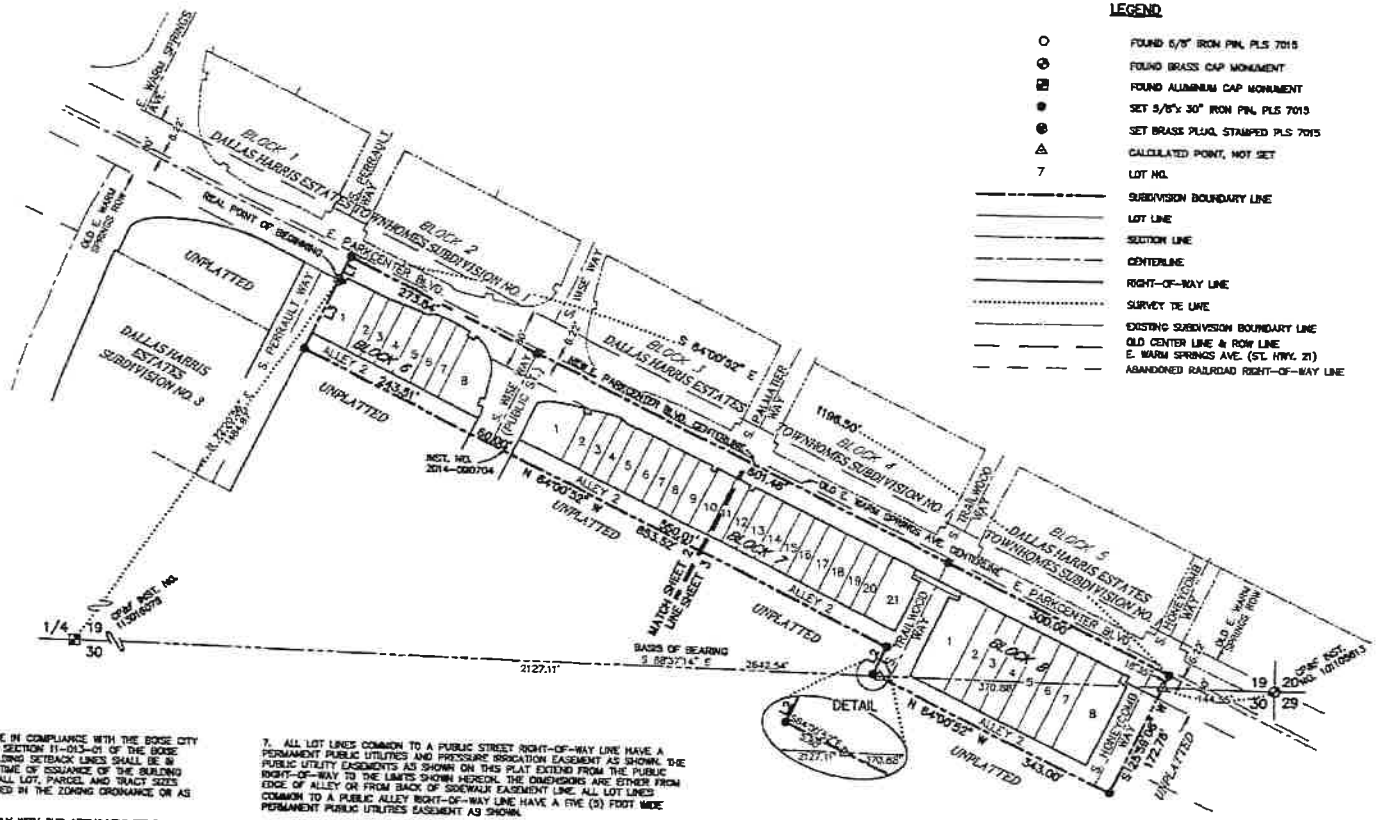
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2

PORTIONS OF THE SOUTHEAST 1/4 OF SECTION 19 AND THE NORTHEAST 1/4 OF SECTION 30
T.3N., R.3E., B.M. BOISE CITY, ADA COUNTY, IDAHO
2015

N

25 0 50 100 200 300

SCALE: 1" = 100'


LEGEND
FOUND 5/8" IRON PIN, PLS 7015
FOUND BRASS CAP MONUMENT
FOUND ALUMINUM CAP MONUMENT
SET 5/8"x 30" IRON PIN, PLS 7015
SET BRASS PLUG, STAMPED PLS 7015
CALCULATED POINT, NOT SET
LOT NO.
SUBDIVISION BOUNDARY LINE
LOT LINE
SECTION LINE
CENTERLINE
RIGHT-OF-WAY LINE
SURVEY TIE LINE
EXISTING SUBDIVISION BOUNDARY LINE
OLD CENTER LINE & ROW LINE E. WARM SPRINGS AVE. (ST. HWY. 21)
ABANDONED RAILROAD RIGHT-OF-WAY LINE
OLD E. WARM SPRINGS AVE.
BLOCK 1 DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 1
BLOCK 2 DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2
BLOCK 3 DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 3
BLOCK 4 DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 4
BLOCK 5 DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5
DALLAS HARRIS ESTATES SUBDIVISION NO 3
UNPLATTED
REAL POINT OF BEGINNING
E. PARKCENTER BLVD.
S. PERREAULT WAY
S. HOSE WAY
ALLEY 2
RAILROAD WAY
WATER STREET
DETAIL
BASIS OF BEARING
S 89°37'14" E
2127.11'
1/4 19 30
CP&F INST. NO. 113016078
CP&F INST. NO. 107059613
INST. NO. 2014-090704
273.84'
243.51'
60.00'
350.01'
853.52'
501.48'
1196.50'
300.00'
370.58'
343.00'
172.78'
193.68'
N 84°00'52" W
S 84°00'52" E
S 5°59'08" W
S 84°00'52" E
N 25°59'08" E
N 84°00'52" W
S 25°59'08" W
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N 25°59'08" E
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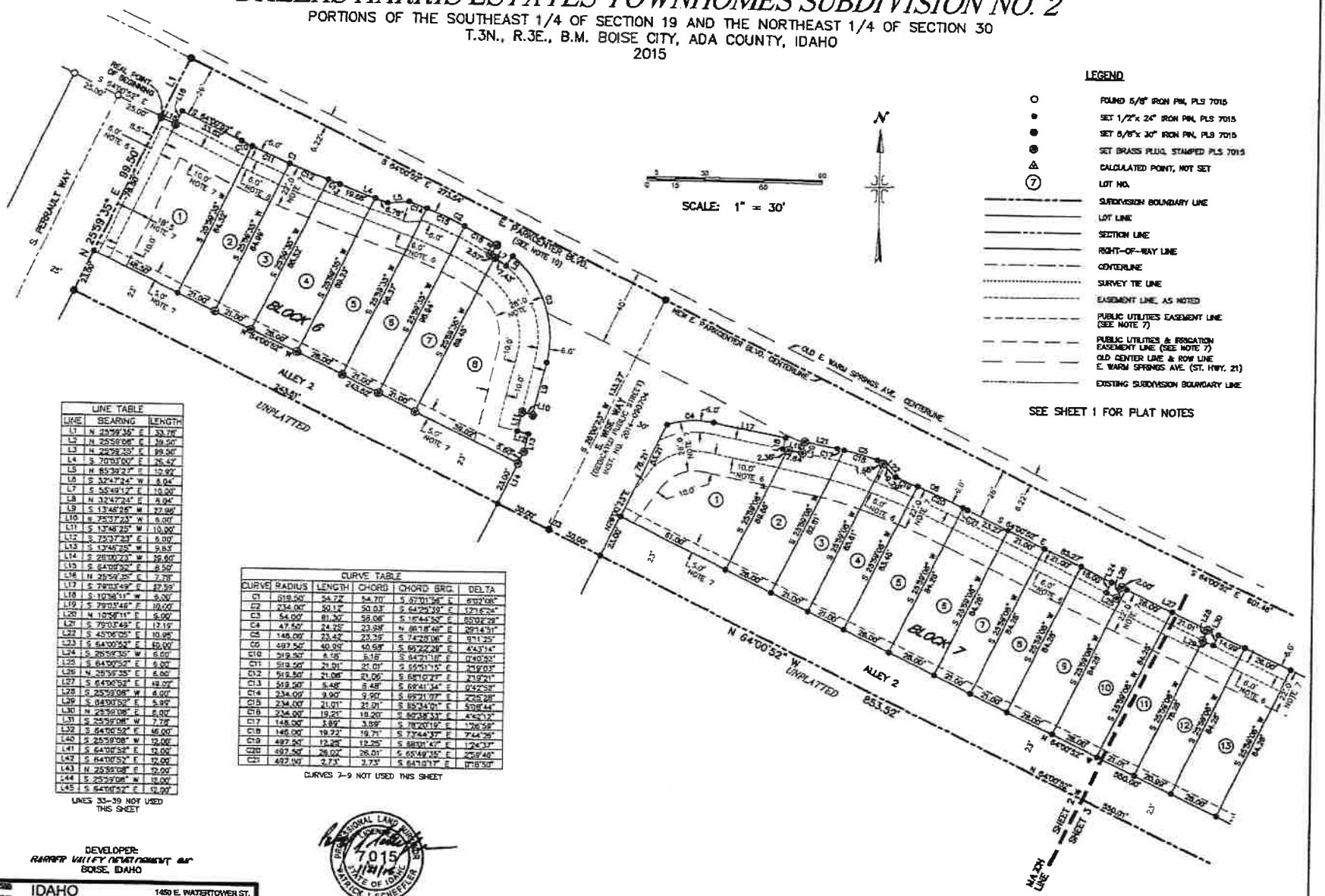
BK 105 PG 15281

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2

PORTIONS OF THE SOUTHEAST 1/4 OF SECTION 19 AND THE NORTHEAST 1/4 OF SECTION 30
T.3N., R.3E., B.M. BOISE CITY, ADA COUNTY, IDAHO
2015



LEGEND

- FOUND 5/8" IRON PIN, PLS 7015
- SET 1/2"x 24" IRON PIN, PLS 7015
- SET 5/8"x 30" IRON PIN, PLS 7015
- SET BRASS PLUG, STAMPED PLS 7015
- CALCULATED POINT, NOT SET
- (7) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SURVEY TIE LINE
- EASEMENT LINE, AS NOTED
- PUBLIC UTILITIES EASEMENT LINE (SEE NOTE 7)
- PUBLIC UTILITIES & IRRIGATION EASEMENT LINE (SEE NOTE 7)
- OLD CENTER LINE & ROW LINE E. WARM SPRINGS AVE. (ST. HWY. 21)
- EXISTING SUBDIVISION BOUNDARY LINE

SEE SHEET 1 FOR PLAT NOTES

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 25°59'35" E	33.78'
L2	N 25°59'08" E	39.50'
L3	N 25°59'35" E	89.50'
L4	S 70°03'00" E	26.43'
L5	N 85°39'27" E	12.92'
L6	S 32°47'24" W	8.04'
L7	S 55°49'12" E	10.00'
L8	N 32°47'24" E	8.04'
L9	S 13°46'25" W	22.98'
L10	S 75°37'23" W	6.00'
L11	S 13°46'25" W	10.00'
L12	S 75°37'23" E	6.00'
L13	S 13°46'25" W	9.83'
L14	S 26°00'23" W	26.00'
L15	S 64°00'52" E	8.50'
L16	N 25°59'35" E	7.78'
L17	S 79°03'49" E	27.59'
L18	S 10°56'11" W	6.00'
L19	S 79°03'49" E	10.00'
L20	N 10°56'11" E	6.00'
L21	S 79°03'49" E	12.19'
L22	S 45°06'05" E	10.96'
L23	S 64°00'52" E	69.00'
L24	S 25°59'35" W	6.00'
L25	S 64°00'52" E	8.00'
L26	N 25°59'35" E	6.00'
L27	S 64°00'52" E	48.00'
L28	S 25°59'08" W	6.00'
L29	S 64°00'52" E	5.99'
L30	N 25°59'08" E	6.00'
L31	S 25°59'08" W	7.78'
L32	S 64°00'52" E	46.00'
L40	S 25°59'08" W	12.00'
L41	S 64°00'52" E	12.00'
L42	S 64°00'52" E	12.00'
L43	N 25°59'08" E	12.00'
L44	S 25°59'08" W	12.00'
L45	S 64°00'52" E	12.00'

LINES 33-39 NOT USED THIS SHEET

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BRG.	DELTA
C1	619.50'	54.22'	54.20'	S 67°01'56" E	5°01'08"
C2	234.00'	50.12'	50.03'	S 64°29'59" E	12°16'24"
C3	54.00'	81.30'	56.06'	S 16°44'55" E	85°92'29"
C4	47.50'	24.25'	23.98'	N 88°18'48" E	29°14'51"
C5	146.00'	23.42'	23.39'	S 74°28'06" E	9°11'25"
C6	497.50'	40.99'	40.98'	S 66°22'26" E	4°43'14"
C10	619.50'	8.16'	8.16'	S 64°21'18" E	0°45'23"
C11	619.50'	21.01'	21.01'	S 65°01'15" E	2°19'03"
C12	619.50'	21.06'	21.06'	S 66°40'27" E	2°19'21"
C13	619.50'	8.48'	8.48'	S 68°41'34" E	0°47'52"
C14	234.00'	9.90'	9.90'	S 69°21'27" E	2°25'28"
C15	234.00'	21.01'	21.01'	S 65°34'01" E	5°08'44"
C16	234.00'	19.21'	19.20'	S 60°38'33" E	4°42'12"
C17	146.00'	3.89'	3.89'	S 78°20'19" E	1°36'58"
C18	146.00'	19.72'	19.71'	S 73°44'37" E	7°44'36"
C19	497.50'	12.25'	12.25'	S 68°01'47" E	1°24'37"
C20	497.50'	28.02'	28.01'	S 65°49'35" E	2°59'46"
C21	497.50'	2.73'	2.73'	S 64°19'17" E	0°18'50"

CURVES 7-9 NOT USED THIS SHEET

DEVELOPER:
RARER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

IDAHO SURVEY GROUP, P.C.
1450 E. WATERTOWER ST.
SUITE 130
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 884-5399

PROFESSIONAL LAND SURVEYOR
7015
11/21/14
STATE OF IDAHO
PATRICK J. SCHEFFLER

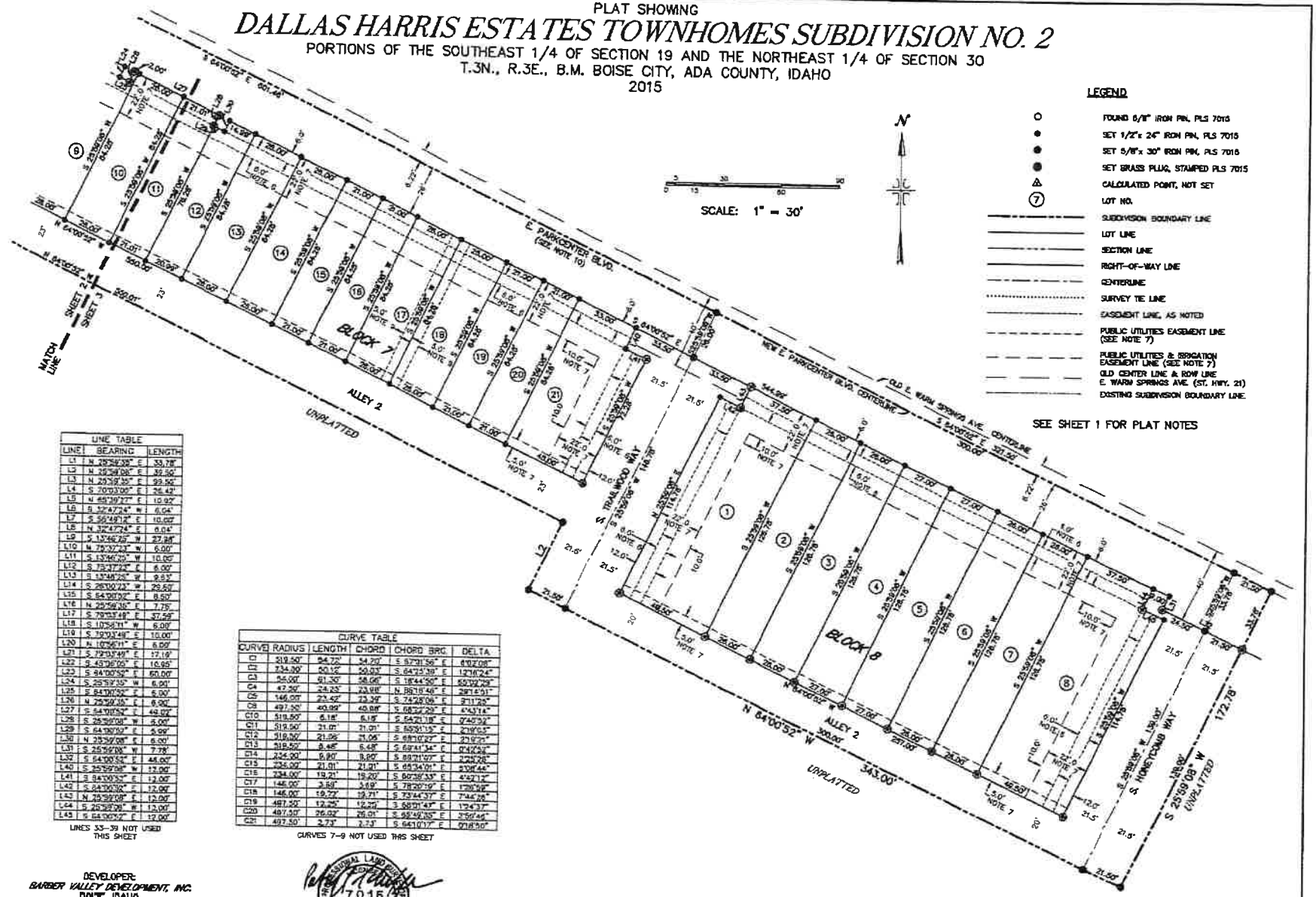
JOB NO. 14-117
SHEET 2 OF 3

BK 108 PG 15282

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2

PORTIONS OF THE SOUTHEAST 1/4 OF SECTION 19 AND THE NORTHEAST 1/4 OF SECTION 30
T.3N., R.3E., B.M. BOISE CITY, ADA COUNTY, IDAHO
2015



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 25°59'08" E	33.78'
L3	N 25°59'08" E	39.50'
L3	N 25°59'35" E	99.50'
L4	S 70°03'00" E	26.42'
L5	N 45°39'17" E	10.92'
L6	S 32°47'24" W	6.04'
L7	S 56°48'12" E	10.00'
L8	N 32°47'24" E	6.04'
L9	S 13°46'25" W	27.98'
L10	N 79°37'23" W	6.00'
L11	S 13°46'25" W	10.00'
L12	S 79°37'23" E	6.00'
L13	S 13°46'25" W	9.83'
L14	S 28°00'23" W	29.65'
L15	S 64°00'52" E	8.50'
L16	N 25°59'35" E	7.75'
L17	S 79°33'48" E	37.59'
L18	S 10°54'11" W	6.00'
L19	S 79°33'48" E	10.00'
L20	N 10°26'11" E	6.00'
L21	S 79°33'48" E	17.19'
L22	S 43°06'05" E	10.95'
L23	S 64°00'52" E	60.00'
L24	S 25°59'35" W	6.00'
L25	S 64°00'52" E	6.00'
L26	N 25°59'35" E	6.00'
L27	S 64°00'52" E	49.02'
L28	S 25°59'08" W	6.00'
L29	S 64°00'52" E	5.00'
L30	N 25°59'08" E	6.00'
L31	S 25°59'08" W	7.78'
L32	S 64°00'52" E	46.00'
L40	S 25°59'08" W	12.00'
L41	S 64°00'52" E	12.00'
L42	S 64°00'52" E	12.00'
L43	N 25°59'08" E	12.00'
L44	S 25°59'08" W	12.00'
L45	S 64°00'52" E	12.00'

LINES 33-39 NOT USED THIS SHEET

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BRG.	DELTA
C1	319.50'	94.72'	94.39'	S 57°31'56" E	6°07'08"
C2	234.00'	50.15'	50.03'	S 64°25'39" E	12°16'24"
C3	56.00'	51.30'	38.06'	S 18°44'50" E	55°09'29"
C4	47.00'	24.23'	23.98'	N 86°16'46" E	29°14'51"
C5	146.00'	23.40'	23.38'	S 74°28'06" E	9°11'25"
C6	497.50'	40.99'	40.98'	S 66°20'20" E	4°43'14"
C10	519.50'	6.18'	6.18'	S 64°21'18" E	0°40'52"
C11	519.50'	21.01'	21.01'	S 65°01'15" E	2°18'55"
C12	519.50'	21.06'	21.06'	S 68°10'27" E	2°19'21"
C13	519.50'	6.45'	6.45'	S 69°41'34" E	0°42'34"
C14	234.00'	8.90'	8.90'	S 89°21'07" E	2°25'28"
C15	234.00'	21.01'	21.01'	S 85°34'01" E	5°08'46"
C16	234.00'	19.21'	19.20'	S 80°36'33" E	4°42'12"
C17	146.00'	3.69'	3.69'	S 78°20'19" E	1°26'58"
C18	146.00'	19.72'	19.71'	S 73°44'37" E	7°44'26"
C19	497.50'	12.26'	12.26'	S 68°01'47" E	1°24'37"
C20	497.50'	26.02'	26.01'	S 69°40'35" E	2°59'44"
C21	497.50'	2.73'	2.73'	S 64°10'17" E	0°18'50"

CURVES 7-9 NOT USED THIS SHEET

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

IDAHO SURVEY GROUP, P.C.
1450 E. WATERTOWER ST.
SUITE 130
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 884-5399

PROFESSIONAL LAND SURVEYOR
7015
STATE OF IDAHO
PATRICK J. SCHEFFLER

JOB NO. 14-143
SHEET 3 OF 3

Bk 108 Pg 15285

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

PORTIONS OF THE SOUTHEAST 1/4 OF SECTION 19 AND THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 19 FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 19 BEARS SOUTH 88°37'14" EAST, 2642.54 FEET; THENCE NORTH 72°20'58" EAST, 1484.87 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FORMER EAST WARM SPRINGS AVENUE AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH PERRAULT WAY, SAID POINT BEING THE MOST NORTHEASTERLY CORNER OF DALLAS HARRIS ESTATES SUBDIVISION NO. 3 AS FILED IN BOOK 103 OF PLATS AT PAGES 13940-13942, RECORDS OF ADA COUNTY, IDAHO, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE NORTH 25°59'35" EAST, 33.78 FEET TO THE CENTERLINE OF EAST PARKCENTER BOULEVARD; THENCE ALONG SAID CENTERLINE SOUTH 64°00'52" EAST, 1,196.50 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 25°59'08" WEST, 172.78 FEET; THENCE NORTH 64°00'52" WEST, 343.00 FEET; THENCE NORTH 25°59'08" EAST, 39.50 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF A FORMER RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE NORTH 64°00'52" WEST, 853.52 FEET TO THE INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH PERRAULT WAY AND THE SOUTHEASTERLY BOUNDARY LINE OF SAID DALLAS HARRIS ESTATES SUBDIVISION NO. 3; THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID SOUTHEASTERLY BOUNDARY LINE NORTH 25°59'35" EAST, 99.50 FEET TO THE REAL POINT OF BEGINNING. CONTAINS AN AREA OF 3.87 ACRES MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AND ALLEYS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING UNITED WATER IDAHO, INC. MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND UNITED WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

OWNERS:

IN WITNESS WHEREOF, THE GRANTORS HAVE CAUSED THIS INSTRUMENT TO BE SUBSCRIBED THIS 1 DAY OF April, 2015.

BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION

DOUGLAS FOWLER PRESIDENT

Felicia Harris Burkhalter
FELICIA HARRIS BURKHALTER SECRETARY/TREASURER

ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.
COUNTY OF ADA }

ON THIS 30 DAY OF April, 2015, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DOUGLAS FOWLER, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT OR THE PERSON 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.

SARAH MARTZ NOTARY PUBLIC STATE OF IDAHO

Sarah Martz
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise
MY COMMISSION EXPIRES: 11/10/17

ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.
COUNTY OF ADA }

ON THIS 7 DAY OF April, 2015, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED FELICIA HARRIS BURKHALTER, KNOWN OR IDENTIFIED TO ME TO BE THE SECRETARY/TREASURER OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT OR THE PERSON 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.

SARAH MARTZ NOTARY PUBLIC STATE OF IDAHO

Sarah Martz
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise
MY COMMISSION EXPIRES: 11/10/17

PROFESSIONAL LAND SURVEYOR 7015 PATRICK J. SCHEFFLER STATE OF IDAHO

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

JOB NO. 14-143
SHEET 4 OF 5

BK 108 PG 15284

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO .2

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 10th DAY OF June 2015

ADA COUNTY HIGHWAY DISTRICT

BY: Jim Hansen
JIM HANSEN, PRESIDENT
TRUSTEE OF EXISTING PUBLIC RIGHT OF WAY

ADA COUNTY HIGHWAY DISTRICT SEAL

ACKNOWLEDGEMENT

STATE OF IDAHO)
)S.S.
COUNTY OF ADA)

ON THIS 10th DAY OF June 2015 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED, JIM HANSEN KNOWN TO ME TO BE THE PRESIDENT OF THE ADA COUNTY HIGHWAY DISTRICT, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID DISTRICT, AND ACKNOWLEDGED TO ME THAT THE ADA COUNTY HIGHWAY DISTRICT EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

VALERIE FOLLETT
NOTARY PUBLIC
STATE OF IDAHO

Valerie Follett
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise Idaho
MY COMMISSION EXPIRES: Nov 20, 2015

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY ISSUANCE OF A CERTIFICATION OF DISAPPROVAL.

CENTRAL DISTRICT HEALTH DEPARTMENT ADA COUNTY

REHS 4.8.15
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED BOISE CITY ENGINEER, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISIFIED FOR THIS PLAT.

7/10/15
BOISE CITY ENGINEER

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 31st DAY OF March, 2015, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK, BOISE, IDAHO

CERTIFICATE OF SURVEYOR

I, PATRICK J. SCHEFFLER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

PROFESSIONAL LAND SURVEYOR LICENSED 7015 STATE OF IDAHO PATRICK J SCHEFFLER

PATRICK J. SCHEFFLER, P.L.S. IDAHO NO. 7015

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

ADA COUNTY SURVEYOR

COUNTY SURVEYOR
PLS 5359
7-24-2015

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

07/24/2015
DATE

Vicky McIntyre
COUNTY TREASURER
by Deputy Treasurer

ADA COUNTY TREASURER

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BARBER VALLEY DEVELOPMENT, INC. AT 52 MINUTES PAST 3 O'CLOCK P M., ON THIS 24th DAY OF July, 2015 IN BOOK 108 OF PLATS AT PAGES 15283 thru 15284.

INSTRUMENT NO. 2015-067349

DEPUTY

$ 26.00
FEE

Christopher D. Rich
EX-OFFICIO RECORDER

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

JOB NO. 14-141
SHEET 3 OF 3

GO21-4 Phase 6

Rate Period ..... : Annual

Nominal Annual Rate .... : 6.500 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	01/02/2018	78,000.00	1		
2	Rate Change	03/22/2018	Rate: 6.750 %	Rate Period: Annual		
3	Rate Change	06/14/2018	Rate: 7.000 %	Rate Period: Annual		
4	Rate Change	09/27/2018	Rate: 7.250 %	Rate Period: Annual		
5	Rate Change	12/20/2018	Rate: 7.500 %	Rate Period: Annual		
6	Rate Change	07/31/2019	Rate: 7.250 %	Rate Period: Annual		
7	Rate Change	09/18/2019	Rate: 7.000 %	Rate Period: Annual		
8	Rate Change	10/30/2019	Rate: 6.750 %	Rate Period: Annual		
9	Rate Change	03/03/2020	Rate: 6.250 %	Rate Period: Annual		
10	Rate Change	03/15/2020	Rate: 5.250 %	Rate Period: Annual		
11	Rate Change	03/16/2022	Rate: 5.500 %	Rate Period: Annual		
12	Rate Change	05/04/2022	Rate: 6.000 %	Rate Period: Annual		
13	Rate Change	06/15/2022	Rate: 6.750 %	Rate Period: Annual		
14	Rate Change	07/27/2022	Rate: 7.500 %	Rate Period: Annual		
15	Rate Change	09/21/2022	Rate: 8.250 %	Rate Period: Annual		
16	Rate Change	11/02/2022	Rate: 9.000 %	Rate Period: Annual		
17	Rate Change	12/14/2022	Rate: 9.500 %	Rate Period: Annual		
18	Rate Change	02/01/2023	Rate: 9.750 %	Rate Period: Annual		
19	Rate Change	03/22/2023	Rate: 10.000 %	Rate Period: Annual		
20	Rate Change	05/03/2023	Rate: 10.250 %	Rate Period: Annual		
21	Rate Change	07/26/2023	Rate: 10.500 %	Rate Period: Annual		
22	Payment	12/31/2023	0.00	1		

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

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Balance Due Total
Loan	01/02/2018		0.00	0.00	0.00	0.00	78,000.00	78,000.00
Rate	03/22/2018		1,097.34	0.00	0.00	1,097.34	78,000.00	79,097.34
	03/22/2018	Rate: 6.750 %	Rate Period: Annual					
Rate	06/14/2018		1,211.67	0.00	0.00	2,309.01	78,000.00	80,309.01
	06/14/2018	Rate: 7.000 %	Rate Period: Annual					
Rate	09/27/2018		1,570.68	0.00	0.00	3,879.69	78,000.00	81,879.69
	09/27/2018	Rate: 7.250 %	Rate Period: Annual					
Rate	12/20/2018		1,301.42	0.00	0.00	5,181.11	78,000.00	83,181.11
	12/20/2018	Rate: 7.500 %	Rate Period: Annual					
2018 Totals		0.00	5,181.11	0.00	0.00			
Rate	07/31/2019		3,574.11	0.00	0.00	8,755.22	78,000.00	86,755.22
	07/31/2019	Rate: 7.250 %	Rate Period: Annual					
Rate	09/18/2019		759.16	0.00	0.00	9,514.38	78,000.00	87,514.38
	09/18/2019	Rate: 7.000 %	Rate Period: Annual					
Rate	10/30/2019		628.27	0.00	0.00	10,142.65	78,000.00	88,142.65
	10/30/2019	Rate: 6.750 %	Rate Period: Annual					
2019 Totals		0.00	4,961.54	0.00	0.00			

GO21-4 Phase 6

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Principal	Total
Rate	03/03/2020		1,803.08	0.00	0.00	11,945.73	78,000.00	89,945.73
	03/03/2020	Rate: 6.250 %	Rate Period: Annual					
Rate	03/15/2020		160.27	0.00	0.00	12,106.00	78,000.00	90,106.00
	03/15/2020	Rate: 5.250 %	Rate Period: Annual					
2020 Totals		0.00	1,963.35	0.00	0.00			
Rate	03/16/2022		8,201.22	0.00	0.00	20,307.22	78,000.00	98,307.22
	03/16/2022	Rate: 5.500 %	Rate Period: Annual					
Rate	05/04/2022		575.92	0.00	0.00	20,883.14	78,000.00	98,883.14
	05/04/2022	Rate: 6.000 %	Rate Period: Annual					
Rate	06/15/2022		538.52	0.00	0.00	21,421.66	78,000.00	99,421.66
	06/15/2022	Rate: 6.750 %	Rate Period: Annual					
Rate	07/27/2022		605.84	0.00	0.00	22,027.50	78,000.00	100,027.50
	07/27/2022	Rate: 7.500 %	Rate Period: Annual					
Rate	09/21/2022		897.53	0.00	0.00	22,925.03	78,000.00	100,925.03
	09/21/2022	Rate: 8.250 %	Rate Period: Annual					
Rate	11/02/2022		740.47	0.00	0.00	23,665.50	78,000.00	101,665.50
	11/02/2022	Rate: 9.000 %	Rate Period: Annual					
Rate	12/14/2022		807.78	0.00	0.00	24,473.28	78,000.00	102,473.28
	12/14/2022	Rate: 9.500 %	Rate Period: Annual					
2022 Totals		0.00	12,367.28	0.00	0.00			
Rate	02/01/2023		994.77	0.00	0.00	25,468.05	78,000.00	103,468.05
	02/01/2023	Rate: 9.750 %	Rate Period: Annual					
Rate	03/22/2023		1,020.95	0.00	0.00	26,489.00	78,000.00	104,489.00
	03/22/2023	Rate: 10.000 %	Rate Period: Annual					
Rate	05/03/2023		897.53	0.00	0.00	27,386.53	78,000.00	105,386.53
	05/03/2023	Rate: 10.250 %	Rate Period: Annual					
Rate	07/26/2023		1,839.95	0.00	0.00	29,226.48	78,000.00	107,226.48
	07/26/2023	Rate: 10.500 %	Rate Period: Annual					
1	12/31/2023	0.00	3,545.26	0.00	0.00	32,771.74	78,000.00	110,771.74
2023 Totals		0.00	8,298.46	0.00	0.00			
Grand Totals		0.00	32,771.74	0.00	0.00			

GO21-4 Phase 6

An open balance of 110,771.74 still remains.

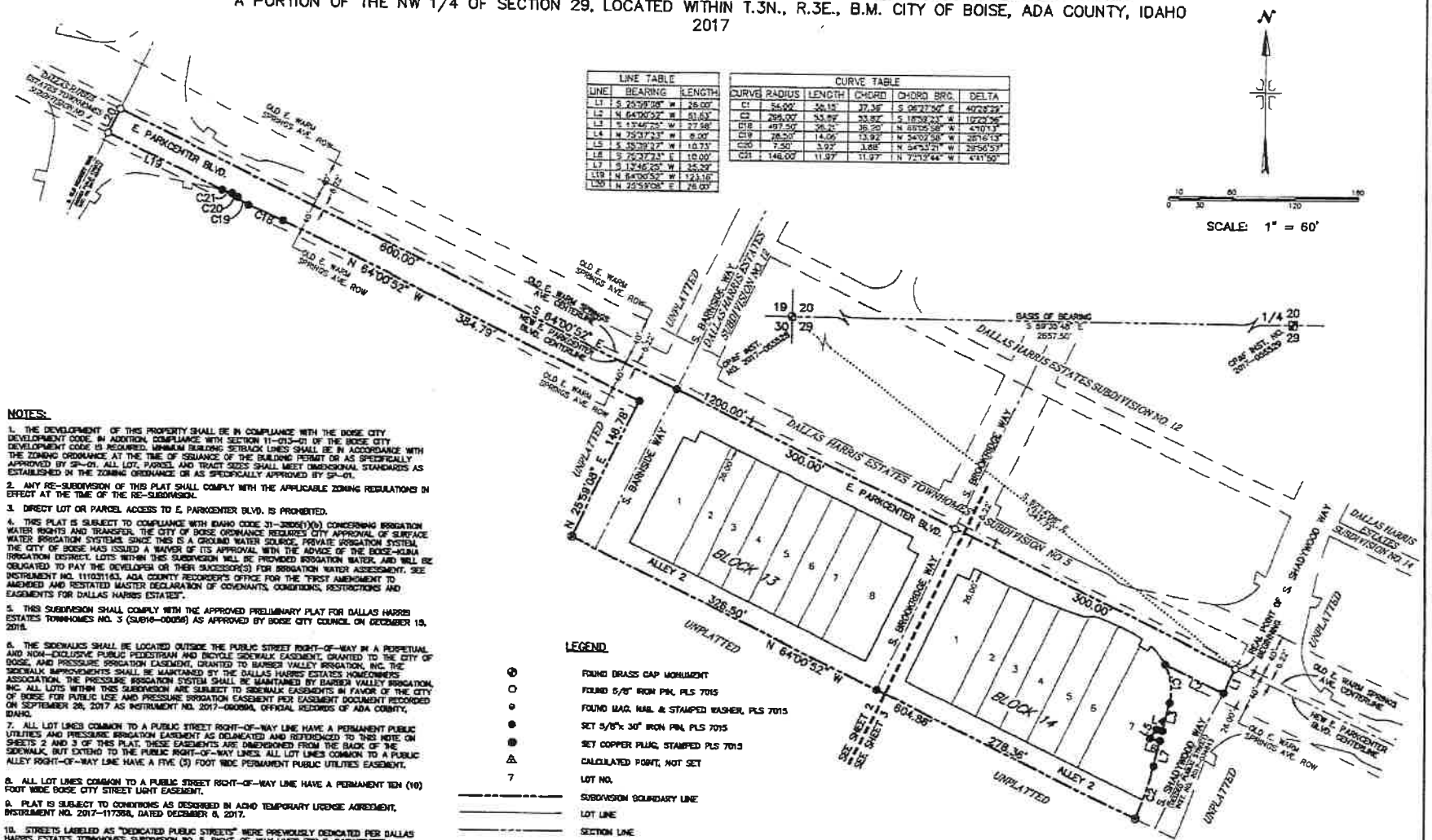
BK 112 PG 16451

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 6

A PORTION OF THE NW 1/4 OF SECTION 29, LOCATED WITHIN T.3N., R.3E., B.M. CITY OF BOISE, ADA COUNTY, IDAHO

2017



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 25°59'08" W	26.00'
L2	N 64°00'52" W	51.83'
L3	S 13°46'25" W	27.58'
L4	N 75°37'23" W	8.00'
L5	S 35°39'27" W	10.73'
L6	S 75°37'23" E	10.00'
L7	S 13°46'25" W	25.29'
L18	N 64°00'52" W	123.16'
L20	N 25°59'08" E	76.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BRG.	DELTA
C1	56.00'	36.15'	37.36'	S 06°27'30" E	40°08'29"
C2	296.00'	53.82'	53.82'	S 18°38'23" W	10°25'06"
C18	497.50'	36.42'	36.20'	N 66°06'58" W	4°11'13"
C19	78.50'	14.06'	13.93'	N 54°07'58" W	10°16'13"
C20	7.50'	3.93'	3.88'	N 64°53'21" W	29°56'53"
C21	148.00'	11.97'	11.97'	N 77°13'44" W	4°38'50"

NOTES:

1. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY DEVELOPMENT CODE. IN ADDITION, COMPLIANCE WITH SECTION 11-013-01 OF THE BOISE CITY DEVELOPMENT CODE IS REQUIRED. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED BY SP-01. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY SP-01.
2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
3. DIRECT LOT OR PARCEL ACCESS TO E. PARKCENTER BLVD. IS PROHIBITED.
4. THIS PLAT IS SUBJECT TO COMPLIANCE WITH IDAHO CODE 31-3805(1)(b) CONCERNING IRRIGATION WATER RIGHTS AND TRANSFER. THE CITY OF BOISE ORDINANCE REQUIRES CITY APPROVAL OF SURFACE WATER IRRIGATION SYSTEMS. SINCE THIS IS A GROUND WATER SOURCE, PRIVATE IRRIGATION SYSTEM, THE CITY OF BOISE HAS ISSUED A WAIVER OF ITS APPROVAL WITH THE ADVICE OF THE BOISE-KUNA IRRIGATION DISTRICT. LOTS WITHIN THIS SUBDIVISION WILL BE PROVIDED IRRIGATION WATER AND WILL BE OBLIGATED TO PAY THE DEVELOPER OR THEIR SUCCESSOR(S) FOR IRRIGATION WATER ASSESSMENT. SEE INSTRUMENT NO. 111031163, ADA COUNTY RECORDER'S OFFICE FOR THE "FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES".
5. THIS SUBDIVISION SHALL COMPLY WITH THE APPROVED PRELIMINARY PLAT FOR DALLAS HARRIS ESTATES TOWNHOMES NO. 3 (SUB16-00056) AS APPROVED BY BOISE CITY COUNCIL ON DECEMBER 19, 2016.
6. THE SIDEWALKS SHALL BE LOCATED OUTSIDE THE PUBLIC STREET RIGHT-OF-WAY IN A PERPETUAL, AND NON-EXCLUSIVE PUBLIC PEDESTRIAN AND BICYCLE SIDEWALK EASEMENT, GRANTED TO THE CITY OF BOISE, AND PRESSURE IRRIGATION EASEMENT, GRANTED TO BARBER VALLEY IRRIGATION, INC. THE SIDEWALK IMPROVEMENTS SHALL BE MAINTAINED BY THE DALLAS HARRIS ESTATES HOMEOWNERS ASSOCIATION. THE PRESSURE IRRIGATION SYSTEM SHALL BE MAINTAINED BY BARBER VALLEY IRRIGATION, INC. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO SIDEWALK EASEMENTS IN FAVOR OF THE CITY OF BOISE FOR PUBLIC USE AND PRESSURE IRRIGATION EASEMENT PER EASEMENT DOCUMENT RECORDED ON SEPTEMBER 28, 2017 AS INSTRUMENT NO. 2017-090894, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
7. ALL LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT PUBLIC UTILITIES AND PRESSURE IRRIGATION EASEMENT AS DELINEATED AND REFERENCED TO THIS NOTE ON SHEETS 2 AND 3 OF THIS PLAT. THESE EASEMENTS ARE DIMENSIONED FROM THE BACK OF THE SIDEWALK, BUT EXTEND TO THE PUBLIC RIGHT-OF-WAY LINES. ALL LOT LINES COMMON TO A PUBLIC ALLEY RIGHT-OF-WAY LINE HAVE A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT.
8. ALL LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT TEN (10) FOOT WIDE BOISE CITY STREET LIGHT EASEMENT.
9. PLAT IS SUBJECT TO CONDITIONS AS DESCRIBED IN ACHD TEMPORARY LICENSE AGREEMENT, INSTRUMENT NO. 2017-117358, DATED DECEMBER 8, 2017.
10. STREETS LABELED AS "DEDICATED PUBLIC STREETS" WERE PREVIOUSLY DEDICATED PER DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5. RIGHT-OF-WAY LINES FOR E. PARKCENTER BOULEVARD HAVE BEEN MODIFIED BY QUITCLAIM DEED RELINQUISHING PUBLIC RIGHT-OF-WAY PER INSTRUMENT NO. 2017-031923, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
11. THIS SUBDIVISION IS SUBJECT TO A DECLARATION OF COMMON MAINTENANCE AGREEMENT RECORDED ON AUGUST 14, 2015 AS INSTRUMENT NO. 2015-074988, FIRST AMENDMENT TO DECLARATION RECORDED ON OCTOBER 20, 2015 AS INSTRUMENT NO. 2015-097004, SECOND AMENDMENT TO DECLARATION RECORDED ON JANUARY 8, 2016 AS INSTRUMENT NO. 2016-001208 AND FIRST AMENDED AND RESTATED DECLARATION RECORDED ON FEBRUARY 7, 2017 AS INSTRUMENT NO. 2017-011584, ALL OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND 5/8" IRON PIN, PLS 7015
- FOUND MAG. NAIL & STAMPED WASHER, PLS 7015
- SET 5/8"x 30" IRON PIN, PLS 7015
- SET COPPER PLUG, STAMPED PLS 7015
- CALCULATED POINT, NOT SET
- 7 LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- SURVEY TIE LINE
- OLD CENTER LINE & ROW LINE E. WARM SPRINGS AVE. (ST. HWY. 21)
- EXISTING RIGHT-OF-WAY LINE DALLAS HARRIS ESTATES SUBDIVISIONS NO. 12 & 14, DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5, RESOLUTIONS PER INST. NO. 2017-031920 AND 2017-031921, QUITCLAIM DEEDS INST. NO. 2017-031922 & 2017-031923 & WARRANTY DEED INST. NO. 2017-034843.
- BOUNDARY LINE-DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5

PROFESSIONAL LAND SURVEYOR — PATRICK J. SCHEFFLER — 7015 — STATE OF IDAHO

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

JOB NO. 16-331
SHEET 1 OF 5

IDAHO SURVEY GROUP, P.C.
1450 E. WATERTOWER ST. SUITE 130
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 884-5399

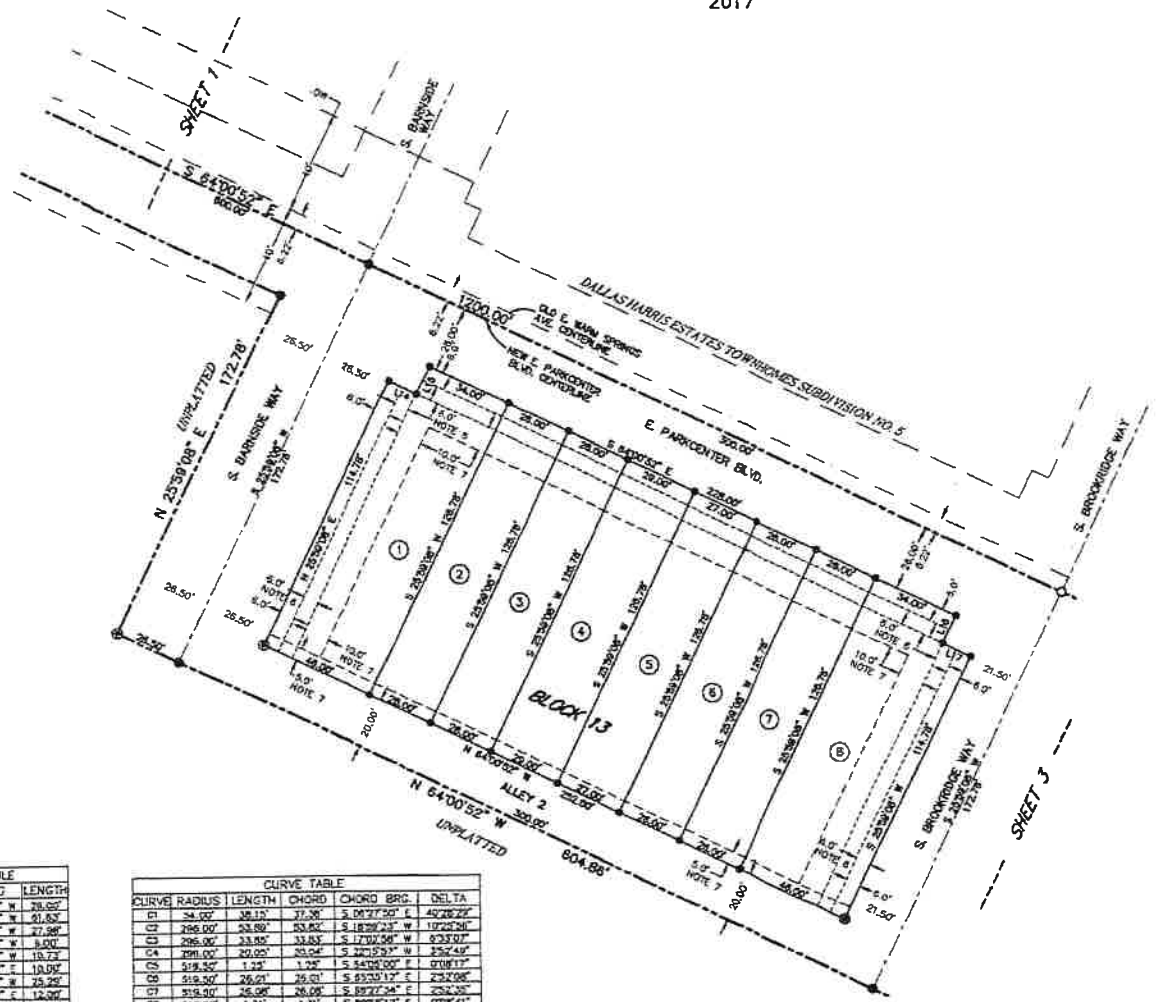
Bk 112 pg 16452

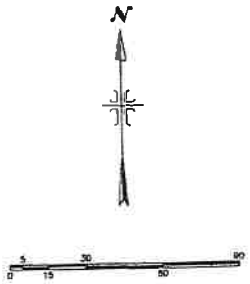
PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 6

A PORTION OF THE NW 1/4 OF SECTION 29, LOCATED WITHIN T.3N., R.3E., B.M. CITY OF BOISE, ADA COUNTY, IDAHO

2017





SCALE: 1" = 30'

LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" IRON PIN, PLS 7015
- FOUND COPPER PLUG, STAMPED PLS 7015
- SET 1/2"x 24" IRON PIN, PLS 7015
- SET 5/8"x 30" IRON PIN, PLS 7015
- SET COPPER PLUG, STAMPED PLS 7015
- CALCULATED POINT, NOT SET
- (7) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SURVEY TIE LINE
- SIDEWALK EASEMENT LINE (SEE NOTE 6)
- PUBLIC UTILITIES & IRRIGATION EASEMENT LINE (SEE NOTE 7, SHT.1)
- OLD CENTER LINE & ROW LINE E. WARM SPRINGS AVE. (ST. HWY. 21)
- EXISTING RIGHT-OF-WAY LINE, DALLAS HARRIS ESTATES SUBDIVISIONS NO. 12 & 14 AND DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5
- BOUNDARY LINE-DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 25°59'08" W	28.00'
L2	N 64°00'52" W	61.63'
L3	S 13°46'25" W	27.98'
L4	N 75°37'22" W	8.00'
L5	S 35°39'27" W	19.73'
L6	S 75°37'22" E	18.01'
L7	S 13°46'25" W	25.29'
L8	S 64°00'52" E	12.00'
L9	N 25°59'08" E	12.00'
L10	S 32°47'45" W	6.00'
L11	S 58°30'06" E	1.06'
L12	S 58°30'06" E	8.94'
L13	N 32°47'45" E	5.99'
L14	S 64°00'52" E	12.00'
L15	N 25°59'08" E	12.00'
L16	S 25°59'08" W	12.00'
L17	S 64°00'52" E	12.00'
L18	S 70°03'33" E	17.64'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BRG.	DELTA
C1	34.00'	38.15'	37.38'	S 06°27'50" E	42°26'29"
C2	296.00'	53.69'	53.62'	S 18°36'23" W	10°23'58"
C3	296.00'	33.85'	33.83'	S 17°01'58" W	6°33'07"
C4	291.00'	20.00'	20.04'	S 32°13'53" W	3°56'48"
C5	519.50'	1.25'	1.25'	S 64°08'00" E	0°08'17"
C6	519.50'	26.01'	26.01'	S 65°39'17" E	2°52'08"
C7	519.50'	26.08'	26.08'	S 68°27'34" E	2°52'30"
C8	519.50'	1.31'	1.31'	S 69°08'12" E	0°08'41"
C9	28.50'	10.62'	10.91'	S 80°45'36" E	21°20'51"
C10	28.50'	3.73'	3.73'	N 54°55'23" E	7°30'26"
C11	7.50'	3.79'	3.75'	S 84°31'12" E	28°57'15"
C12	234.00'	22.34'	22.33'	S 87°16'26" E	5°28'14"
C13	234.00'	23.70'	23.68'	S 81°32'33" E	6°17'32"
C14	54.00'	23.15'	22.97'	S 38°58'57" E	24°33'45"
C15	231.50'	78.28'	78.21'	S 58°17'17" E	19°22'50"
C16	218.00'	58.45'	58.28'	S 64°57'44" E	15°21'43"
C17	38.00'	47.07'	44.12'	S 21°45'45" E	70°58'19"

DEVELOPER:
BARBER VALLEY DEVELOPMENT INC
BOISE, IDAHO

JOB NO 16-177
SHEET 2 OF 6

PROFESSIONAL LAND SURVEYOR
7015
12/04/17
STATE OF IDAHO
PATRICK J. SCHEFFLER

IDAHO SURVEY GROUP, P.C.
1450 E. WATERTOWER ST.
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PH. (208) 846-8570
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BK112 PG 16453

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 6

A PORTION OF THE NW 1/4 OF SECTION 29, LOCATED WITHIN T.3N., R.3E., B.M. CITY OF BOISE, ADA COUNTY, IDAHO

2017

N

0 15 30 60 90

SCALE: 1" = 30'

LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" IRON PIN, PLS 7015
- FOUND COPPER PLUG, STAMPED PLS 7015
- SET 1/2"x 24" IRON PIN, PLS 7015
- SET 5/8"x 30" IRON PIN, PLS 7015
- SET COPPER PLUG, STAMPED PLS 7015
- CALCULATED POINT, NOT SET
- (7) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SURVEY TIE LINE
- SIDEWALK EASEMENT LINE (SEE NOTE 6)
- PUBLIC UTILITIES & IRRIGATION EASEMENT LINE (SEE NOTE 7, SHT.1)
- OLD CENTER LINE & ROW LINE E. WARM SPRINGS AVE. (ST. HWY. 21)
- EXISTING RIGHT-OF-WAY LINE, DALLAS HARRIS ESTATES SUBDIVISIONS NO. 12 & 14 AND DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5
- BOUNDARY LINE-DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 25°59'08" W	26.00'
L2	N 64°00'52" W	81.53'
L3	S 13°46'25" W	22.66'
L4	N 75°37'24" W	8.00'
L5	S 38°38'27" W	10.73'
L6	S 73°37'23" E	10.00'
L7	S 13°46'25" W	25.29'
L8	S 64°00'52" E	12.00'
L9	N 25°59'08" E	12.00'
L10	S 32°47'45" W	6.00'
L11	S 89°59'08" E	1.04'
L12	S 25°59'08" E	8.94'
L13	N 32°47'45" E	5.99'
L14	S 64°00'52" E	12.00'
L15	N 25°59'08" E	12.00'
L16	S 25°59'08" W	12.00'
L17	S 64°00'52" E	16.88'
L18	S 70°02'35" E	17.04'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BRG.	DELTA
C1	54.00'	38.13'	37.35'	S 09°27'39" E	40°28'29"
C2	294.00'	53.82'	53.75'	S 15°29'23" W	10°29'36"
C3	294.00'	33.85'	33.83'	S 17°00'38" W	6°35'07"
C4	296.00'	20.05'	20.04'	S 22°35'57" W	3°52'48"
C5	519.50'	1.25'	1.25'	S 64°00'00" E	0°08'17"
C6	519.50'	26.01'	26.01'	S 65°25'12" E	2°52'08"
C7	519.50'	26.08'	26.08'	S 68°21'34" E	2°52'33"
C8	519.50'	1.31'	1.31'	S 69°58'12" E	0°08'41"
C9	28.50'	10.67'	10.61'	S 80°10'08" E	21°26'51"
C10	28.50'	3.73'	3.73'	N 84°45'04" E	7°30'08"
C11	7.50'	3.78'	3.75'	S 84°21'12" E	28°52'18"
C12	334.00'	22.34'	22.33'	S 67°18'28" E	3°49'14"
C13	334.00'	23.70'	23.68'	S 61°25'33" E	4°03'32"
C14	54.00'	23.15'	22.97'	S 38°58'57" E	24°33'49"
C15	531.50'	79.29'	79.21'	S 68°17'17" E	8°32'50"
C16	5.00'	7.85'	7.07'	S 19°59'52" E	90°00'00"
C17	38.00'	47.97'	44.12'	S 21°42'45" E	72°20'15"

PROFESSIONAL LAND SURVEYOR 7015 STATE OF IDAHO PATRICK J. SCHEFFLER

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

JOB NO. 16-331
SHEET 1 OF 6

IDAHO SURVEY GROUP, P.C.
1450 E. WATERTOWER ST.
SUITE 130
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 884-5399

BK 112 pg 16454

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 6

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 29, LOCATED WITHIN TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SAID SECTION 29 AND SECTIONS 19, 20 AND 30 OF SAID TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN FROM WHICH THE 1/4 CORNER COMMON TO SAID SECTIONS 20 AND 29 BEARS SOUTH 89°35'48" EAST, 2657.50 FEET; THENCE SOUTH 62°14'08" EAST, 1347.73 FEET TO THE INTERSECTION WITH THE CENTERLINE OF EAST PARKCENTER BOULEVARD BEING ALSO THE MOST SOUTHERLY CORNER OF DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5 AS SAME IS FILED IN BOOK 112 OF PLATS AT PAGES 16493 THROUGH 16497 OFFICIAL RECORDS OF ADA COUNTY, SAID POINT BEING THE REAL POINT OF BEGINNING;

THENCE SOUTH 25°59'08" WEST, 28.00 FEET TO THE INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF THAT CERTAIN PARCEL RECORDED AS WARRANTY DEED INSTRUMENT NO. 2017-034643, OFFICIAL RECORDS OF ADA COUNTY, IDAHO; THENCE ALONG SAID NORTHERLY BOUNDARY LINE NORTH 64°00'52" WEST, 61.63 FEET TO THE INTERSECTION WITH THE MOST NORTHERLY CORNER OF THAT PORTION OF SOUTH SHADYWOOD WAY AS DESCRIBED IN SAID WARRANTY DEED INSTRUMENT NO. 2017-034643; THENCE LEAVING SAID NORTHERLY BOUNDARY LINE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH SHADYWOOD WAY AND THE WESTERLY BOUNDARY LINE OF SAID WARRANTY DEED, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:
THENCE 38.15 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 40°28'29", AND A LONG CHORD WHICH BEARS SOUTH 08°27'50" EAST, A DISTANCE OF 37.36 FEET; THENCE SOUTH 13°46'25" WEST, 27.98 FEET; THENCE NORTH 75°37'23" WEST, 6.00 FEET; THENCE SOUTH 35°59'37" WEST, 10.73 FEET; THENCE SOUTH 75°37'23" EAST, 10.00 FEET; THENCE SOUTH 13°46'25" WEST, 25.29 FEET; THENCE 53.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 298.00 FEET, A CENTRAL ANGLE OF 10°22'56", AND A LONG CHORD WHICH BEARS SOUTH 18°59'23" WEST, A DISTANCE OF 53.82 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND SAID WESTERLY BOUNDARY LINE NORTH 64°00'52" WEST, 604.85 FEET; THENCE NORTH 25°59'08" EAST, 148.78 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID EAST PARKCENTER BOULEVARD, AS DESCRIBED IN QUITCLAIM DEED INSTRUMENT NO. 2017-013587, OFFICIAL RECORDS OF ADA COUNTY, IDAHO; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES:
THENCE NORTH 64°00'52" WEST, 384.78 FEET; THENCE 38.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 497.50 FEET, A CENTRAL ANGLE OF 4°19'13", AND A LONG CHORD WHICH BEARS NORTH 66°05'58" WEST, A DISTANCE OF 38.20 FEET; THENCE 14.06 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 28.50 FEET, A CENTRAL ANGLE OF 28°15'13", AND A LONG CHORD WHICH BEARS NORTH 54°32'58" WEST, A DISTANCE OF 13.92 FEET;
THENCE 3.92 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 7.50 FEET, A CENTRAL ANGLE OF 29°56'37", AND A LONG CHORD WHICH BEARS NORTH 54°53'21" WEST, A DISTANCE OF 3.88 FEET; THENCE 11.97 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 146.00 FEET, A CENTRAL ANGLE OF 4°41'50", AND A LONG CHORD WHICH BEARS NORTH 72°12'44" WEST, A DISTANCE OF 11.97 FEET; THENCE NORTH 64°00'52" WEST, 123.16 FEET TO SOUTHEAST CORNER OF DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 4 AS SAME IS FILED IN BOOK 112 OF PLATS AT PAGES 16411 THROUGH 16417 OFFICIAL RECORDS OF ADA COUNTY; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 4 NORTH 25°58'08" EAST, 28.00 FEET TO THE NORTHEASTERLY CORNER THEREOF, BEING ALSO A POINT ON THE CENTERLINE OF EAST PARKCENTER BOULEVARD; THENCE ALONG SAID CENTERLINE SOUTH 64°00'52" EAST, 1,200.00 FEET TO THE REAL POINT OF BEGINNING.
CONTAINS AN AREA OF 2.71 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AND ALLEYS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING SUEZ WATER IDAHO, INC. MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND SUEZ WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

OWNERS:

IN WITNESS WHEREOF, THE GRANTORS HAVE CAUSED THIS INSTRUMENT TO BE SUBSCRIBED THIS 6 DAY OF December 2017.

BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION

DOUGLAS FOWLER — PRESIDENT

FELICIA HARRIS BURKHALTER — SECRETARY/TREASURER

ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.
COUNTY OF ADA }

ON THIS 6 DAY OF December, 2017, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DOUGLAS FOWLER, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT OR THE PERSON 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.

Anjanette Sabin
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Meridian, ID
MY COMMISSION EXPIRES: 10/30/2023

Anjanette Sabin
Notary Public
State of Idaho

ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.
COUNTY OF ADA }

ON THIS 6 DAY OF December, 2017, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED FELICIA HARRIS BURKHALTER, KNOWN OR IDENTIFIED TO ME TO BE THE SECRETARY/TREASURER OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT OR THE PERSON 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.

Anjanette Sabin
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Meridian ID
MY COMMISSION EXPIRES: 10/30/2023

Anjanette Sabin
Notary Public
State of Idaho

PROFESSIONAL LAND SURVEYOR
PATRICK J. SCHEFFLER
7015
STATE OF IDAHO
12/6/17

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

JOB NO. 16-331
SHEET 4 OF 6

BK112 PG16455

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 6

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 10TH DAY OF OCTOBER, 2017

ADA COUNTY HIGHWAY DISTRICT

BY: Paul R Woods
PAUL WOODS, PRESIDENT
TRUSTEE OF EXISTING PUBLIC RIGHT OF WAY

ADA COUNTY HIGHWAY DISTRICT SEAL

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY ISSUANCE OF A CERTIFICATION OF DISAPPROVAL.

Ronald Feeback RHS 5.3.17
CENTRAL DISTRICT HEALTH DEPARTMENT

CENTRAL DISTRICT HEALTH DEPARTMENT ADA COUNTY

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED BOISE CITY ENGINEER, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR THIS PLAT.

BOISE CITY ENGINEER 11/14/17

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 17TH DAY OF April, 2017, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK, BOISE, IDAHO Deputy City Clerk

CERTIFICATE OF SURVEYOR

I, PATRICK J. SCHEFFLER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

PROFESSIONAL LAND SURVEYOR 7015 11/03/17 STATE OF IDAHO PATRICK J SCHEFFLER

PATRICK J. SCHEFFLER, P.L.S. IDAHO NO. 7015

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

ADA COUNTY SURVEYOR

Jerry L. Hastings
COUNTY SURVEYOR
PLS 5359 12-28-2017

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

1-2-2018
DATE

ADA COUNTY TREASURER

COUNTY TREASURER
Signed by
Deputy Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } S.S.
COUNTY OF ADA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BARBER VALLEY DEVELOPMENT, INC. AT 1 MINUTES PAST 3 O'CLOCK P M. ON THIS 2 DAY OF January, 2018 IN BOOK 112 OF PLATS AT PAGES 16455 - 16456

INSTRUMENT NO. 2017-090318

DEPUTY

FEE 30.00

Christopher D Rich
EX-OFFICIO RECORDER

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

JOB NO. 16-331
SHEET 5 OF 6

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 6

ACKNOWLEDGEMENT–ADA COUNTY HIGHWAY DISTRICT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS 16th DAY OF October, 2017, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED, PAUL WOODS, KNOWN TO ME TO BE THE PRESIDENT OF THE ADA COUNTY HIGHWAY DISTRICT, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID DISTRICT, AND ACKNOWLEDGED TO ME THAT THE ADA COUNTY HIGHWAY DISTRICT EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

VALERIE FOLLETT
NOTARY PUBLIC
STATE OF IDAHO

Valerie Follett
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise Idaho
MY COMMISSION EXPIRES: Aug 20, 2018

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

JOB NO. 16-331
SHEET 6 OF 6

GO21-4 Phase 8

Rate Period ..... : Annual

Nominal Annual Rate .... : 7.000 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	09/04/2018	68,000.00	1		
2	Rate Change	09/27/2018	Rate: 7.250 %	Rate Period: Annual		
3	Rate Change	12/20/2018	Rate: 7.500 %	Rate Period: Annual		
4	Rate Change	07/31/2019	Rate: 7.250 %	Rate Period: Annual		
5	Rate Change	09/18/2019	Rate: 7.000 %	Rate Period: Annual		
6	Rate Change	10/30/2019	Rate: 6.750 %	Rate Period: Annual		
7	Rate Change	03/03/2020	Rate: 6.250 %	Rate Period: Annual		
8	Rate Change	03/15/2020	Rate: 5.250 %	Rate Period: Annual		
9	Rate Change	03/16/2022	Rate: 5.500 %	Rate Period: Annual		
10	Rate Change	05/04/2022	Rate: 6.000 %	Rate Period: Annual		
11	Rate Change	06/15/2022	Rate: 6.750 %	Rate Period: Annual		
12	Rate Change	07/27/2022	Rate: 7.500 %	Rate Period: Annual		
13	Rate Change	09/21/2022	Rate: 8.250 %	Rate Period: Annual		
14	Rate Change	11/02/2022	Rate: 9.000 %	Rate Period: Annual		
15	Rate Change	12/14/2022	Rate: 9.500 %	Rate Period: Annual		
16	Rate Change	02/01/2023	Rate: 9.750 %	Rate Period: Annual		
17	Rate Change	03/22/2023	Rate: 10.000 %	Rate Period: Annual		
18	Rate Change	05/03/2023	Rate: 10.250 %	Rate Period: Annual		
19	Rate Change	07/26/2023	Rate: 10.500 %	Rate Period: Annual		
20	Payment	12/31/2023	0.00	1		

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

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Balance Due Total
Loan	09/04/2018		0.00	0.00	0.00	0.00	68,000.00	68,000.00
Rate	09/27/2018		299.95	0.00	0.00	299.95	68,000.00	68,299.95
	09/27/2018	Rate: 7.250 %	Rate Period: Annual					
Rate	12/20/2018		1,134.58	0.00	0.00	1,434.53	68,000.00	69,434.53
	12/20/2018	Rate: 7.500 %	Rate Period: Annual					
2018 Totals		0.00	1,434.53	0.00	0.00			
Rate	07/31/2019		3,115.89	0.00	0.00	4,550.42	68,000.00	72,550.42
	07/31/2019	Rate: 7.250 %	Rate Period: Annual					
Rate	09/18/2019		661.84	0.00	0.00	5,212.26	68,000.00	73,212.26
	09/18/2019	Rate: 7.000 %	Rate Period: Annual					
Rate	10/30/2019		547.73	0.00	0.00	5,759.99	68,000.00	73,759.99
	10/30/2019	Rate: 6.750 %	Rate Period: Annual					
2019 Totals		0.00	4,325.46	0.00	0.00			
Rate	03/03/2020		1,571.92	0.00	0.00	7,331.91	68,000.00	75,331.91
	03/03/2020	Rate: 6.250 %	Rate Period: Annual					

GO21-4 Phase 8

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Principal	Total
Rate	03/15/2020		139.73	0.00	0.00	7,471.64	68,000.00	75,471.64
	03/15/2020	Rate: 5.250 %	Rate Period: Annual					
2020 Totals		0.00	1,711.65	0.00	0.00			
Rate	03/16/2022		7,149.78	0.00	0.00	14,621.42	68,000.00	82,621.42
	03/16/2022	Rate: 5.500 %	Rate Period: Annual					
Rate	05/04/2022		502.08	0.00	0.00	15,123.50	68,000.00	83,123.50
	05/04/2022	Rate: 6.000 %	Rate Period: Annual					
Rate	06/15/2022		469.48	0.00	0.00	15,592.98	68,000.00	83,592.98
	06/15/2022	Rate: 6.750 %	Rate Period: Annual					
Rate	07/27/2022		528.16	0.00	0.00	16,121.14	68,000.00	84,121.14
	07/27/2022	Rate: 7.500 %	Rate Period: Annual					
Rate	09/21/2022		782.47	0.00	0.00	16,903.61	68,000.00	84,903.61
	09/21/2022	Rate: 8.250 %	Rate Period: Annual					
Rate	11/02/2022		645.53	0.00	0.00	17,549.14	68,000.00	85,549.14
	11/02/2022	Rate: 9.000 %	Rate Period: Annual					
Rate	12/14/2022		704.22	0.00	0.00	18,253.36	68,000.00	86,253.36
	12/14/2022	Rate: 9.500 %	Rate Period: Annual					
2022 Totals		0.00	10,781.72	0.00	0.00			
Rate	02/01/2023		867.23	0.00	0.00	19,120.59	68,000.00	87,120.59
	02/01/2023	Rate: 9.750 %	Rate Period: Annual					
Rate	03/22/2023		890.05	0.00	0.00	20,010.64	68,000.00	88,010.64
	03/22/2023	Rate: 10.000 %	Rate Period: Annual					
Rate	05/03/2023		782.47	0.00	0.00	20,793.11	68,000.00	88,793.11
	05/03/2023	Rate: 10.250 %	Rate Period: Annual					
Rate	07/26/2023		1,604.05	0.00	0.00	22,397.16	68,000.00	90,397.16
	07/26/2023	Rate: 10.500 %	Rate Period: Annual					
1	12/31/2023	0.00	3,090.74	0.00	0.00	25,487.90	68,000.00	93,487.90
2023 Totals		0.00	7,234.54	0.00	0.00			
Grand Totals		0.00	25,487.90	0.00	0.00			

GO21-4 Phase 8

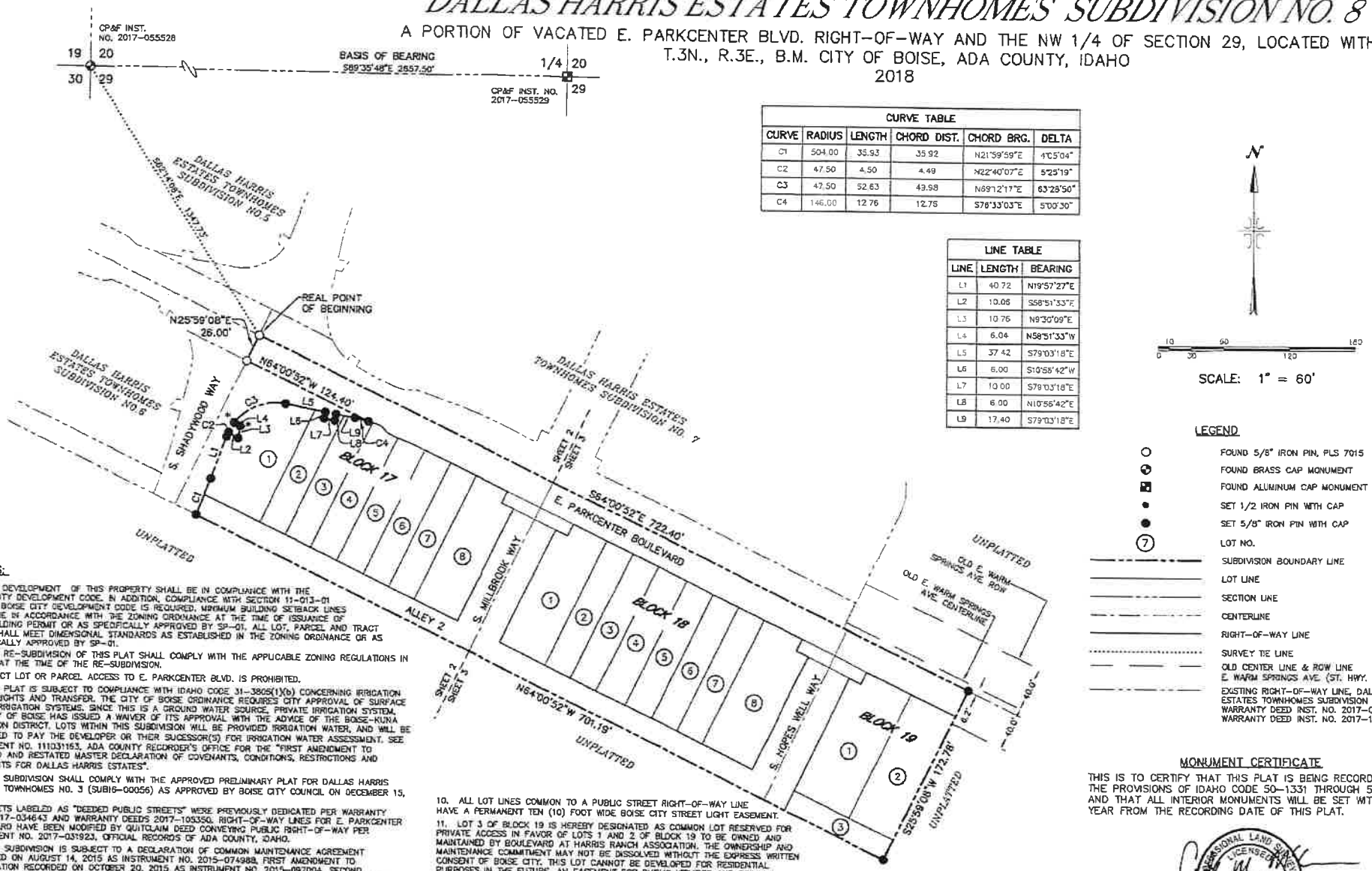
An open balance of 93,487.90 still remains.

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 8

A PORTION OF VACATED E. PARKCENTER BLVD. RIGHT-OF-WAY AND THE NW 1/4 OF SECTION 29, LOCATED WITHIN T.3N., R.3E., B.M. CITY OF BOISE, ADA COUNTY, IDAHO

2018



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	504.00	35.93	35.92	N21°59'59"E	4°05'04"
C2	47.50	4.50	4.49	N22°40'07"E	5°25'19"
C3	47.50	52.63	49.98	N69°12'17"E	63°28'50"
C4	146.00	12.76	12.75	S76°33'03"E	5°00'30"

LINE TABLE		
LINE	LENGTH	BEARING
L1	40.72	N19°57'27"E
L2	10.06	S58°51'33"E
L3	10.76	N9°30'09"E
L4	6.04	N58°51'33"W
L5	37.42	S79°03'18"E
L6	6.00	S10°56'42"W
L7	10.00	S79°03'18"E
L8	6.00	N10°56'42"E
L9	17.40	S79°03'18"E

N

0 30 60 120 180

SCALE: 1" = 60'

LEGEND

- FOUND 5/8" IRON PIN, PLS 7015
- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- SET 1/2 IRON PIN WITH CAP
- SET 5/8" IRON PIN WITH CAP
- (7) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- SURVEY TIE LINE
- OLD CENTER LINE & ROW LINE E. WARM SPRINGS AVE. (ST. HWY. 21)
- EXISTING RIGHT-OF-WAY LINE, DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5, 6, 7, WARRANTY DEED INST. NO. 2017-034643, AND WARRANTY DEED INST. NO. 2017-105350.

NOTES:

1. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY DEVELOPMENT CODE. IN ADDITION, COMPLIANCE WITH SECTION 11-013-01 OF THE BOISE CITY DEVELOPMENT CODE IS REQUIRED. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED BY SP-01. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY SP-01.
2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
3. DIRECT LOT OR PARCEL ACCESS TO E. PARKCENTER BLVD. IS PROHIBITED.
4. THIS PLAT IS SUBJECT TO COMPLIANCE WITH IDAHO CODE 31-3805(1)(b) CONCERNING IRRIGATION WATER RIGHTS AND TRANSFER. THE CITY OF BOISE ORDINANCE REQUIRES CITY APPROVAL OF SURFACE WATER IRRIGATION SYSTEMS. SINCE THIS IS A GROUND WATER SOURCE, PRIVATE IRRIGATION SYSTEM, THE CITY OF BOISE HAS ISSUED A WAIVER OF ITS APPROVAL WITH THE ADVICE OF THE BOISE-KUNA IRRIGATION DISTRICT. LOTS WITHIN THIS SUBDIVISION WILL BE PROVIDED IRRIGATION WATER, AND WILL BE OBLIGATED TO PAY THE DEVELOPER OR THEIR SUCESSOR(S) FOR IRRIGATION WATER ASSESSMENT. SEE INSTRUMENT NO. 111031153, ADA COUNTY RECORDER'S OFFICE FOR THE "FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES".
5. THIS SUBDIVISION SHALL COMPLY WITH THE APPROVED PRELIMINARY PLAT FOR DALLAS HARRIS ESTATES TOWNHOMES NO. 3 (SUBIS-00056) AS APPROVED BY BOISE CITY COUNCIL ON DECEMBER 15, 2016.
6. STREETS LABELED AS "DEEDED PUBLIC STREETS" WERE PREVIOUSLY DEDICATED PER WARRANTY DEED 2017-034643 AND WARRANTY DEEDS 2017-105350. RIGHT-OF-WAY LINES FOR E. PARKCENTER BOULEVARD HAVE BEEN MODIFIED BY QUITCLAIM DEED CONVEYING PUBLIC RIGHT-OF-WAY PER INSTRUMENT NO. 2017-031923, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
7. THIS SUBDIVISION IS SUBJECT TO A DECLARATION OF COMMON MAINTENANCE AGREEMENT RECORDED ON AUGUST 14, 2015 AS INSTRUMENT NO. 2015-074988, FIRST AMENDMENT TO DECLARATION RECORDED ON OCTOBER 20, 2015 AS INSTRUMENT NO. 2015-097004, SECOND AMENDMENT TO DECLARATION RECORDED ON JANUARY 6, 2016 AS INSTRUMENT NO. 2016-001208 AND FIRST AMENDED, RESTATED DECLARATION RECORDED ON FEBRUARY 7, 2017 AS INSTRUMENT NO. 2017-011581, RECORDS OF ADA COUNTY, IDAHO, AND THE FIRST AMENDED AND RESTATED DECLARATION OF COMMON MAINTENANCE AGREEMENT FOR THE BOULEVARD AT HARRIS RANCH, INSTRUMENT NO. 2016-014526, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
8. THE SIDEWALKS SHALL BE LOCATED OUTSIDE THE PUBLIC STREET RIGHT-OF-WAY IN A PERPETUAL AND NON-EXCLUSIVE PUBLIC PEDESTRIAN AND BICYCLE SIDEWALK EASEMENT, GRANTED TO THE CITY OF BOISE, AND PRESSURE IRRIGATION EASEMENT, GRANTED TO BARBER VALLEY IRRIGATION, INC. THE SIDEWALK IMPROVEMENTS SHALL BE MAINTAINED BY THE HARRIS RANCH MASTER OWNERS ASSOCIATION. THE PRESSURE IRRIGATION SYSTEM SHALL BE MAINTAINED BY BARBER VALLEY IRRIGATION, INC. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO SIDEWALK EASEMENTS IN FAVOR OF THE CITY OF BOISE FOR PUBLIC USE AND PRESSURE IRRIGATION EASEMENT PER EASEMENT DOCUMENT RECORDED ON JUNE 06, 2018 AS INSTRUMENT NO. 2018-052806, RECORDS OF ADA COUNTY, IDAHO.
9. ALL LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT PUBLIC UTILITIES AND PRESSURE IRRIGATION EASEMENT AS DELINEATED AND REFERENCED TO THIS NOTE ON SHEETS 2 AND 3 OF THIS PLAT. THESE EASEMENTS ARE DIMENSIONED FROM THE BACK OF THE SIDEWALK, BUT EXTEND TO THE PUBLIC RIGHT-OF-WAY LINES. ALL LOT LINES COMMON TO A PUBLIC ALLEY RIGHT-OF-WAY LINE AND COMMON LOT 3 OF BLOCK 19 HAVE A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT.
10. ALL LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT TEN (10) FOOT WIDE BOISE CITY STREET LIGHT EASEMENT.
11. LOT 3 OF BLOCK 19 IS HEREBY DESIGNATED AS COMMON LOT RESERVED FOR PRIVATE ACCESS IN FAVOR OF LOTS 1 AND 2 OF BLOCK 19 TO BE OWNED AND MAINTAINED BY BOULEVARD AT HARRIS RANCH ASSOCIATION. THE OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF BOISE CITY. THIS LOT CANNOT BE DEVELOPED FOR RESIDENTIAL PURPOSES IN THE FUTURE. AN EASEMENT FOR PUBLIC UTILITIES AND PRIVATE STORM DRAINAGE IS HEREBY RESERVED CO-SITUATED WITH SAID LOT.
12. THIS SUBDIVISION IS SUBJECT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES, DATED OCTOBER 7, 2010, AND RECORDED ON OCTOBER 8, 2010 AS INSTRUMENT NO. 110094904 (AS SUBSEQUENTLY AMENDED) AND THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE BOULEVARD: DECLARATION OF COMMON MAINTENANCE AGREEMENT FOR THE BOULEVARD AT HARRIS RANCH, DATED AUGUST 14, 2015, AS INSTRUMENT NO. 2015-074988 (AS AMENDED).
13. PLAT IS SUBJECT TO CONDITIONS AS DESCRIBED IN ACHD TEMPORARY LICENSE AGREEMENT, DATED MAY 29, 2018, INSTRUMENT NO. 2018-049302, RECORDS OF ADA COUNTY, IDAHO.
14. A LETTER OF COMPLIANCE MUST BE OBTAINED FROM THE BOISE CITY FIRE DEPARTMENT UPON COMPLETION OF BOISE CITY FIRE DEPARTMENT REQUIREMENTS. NO BUILDING PERMITS SHALL BE ISSUED ON ANY LOT IN THIS SUBDIVISION UNTIL THE PROVISIONS OF RECORDED INSTRUMENT NO. 2018-081689 HAVE BEEN FULFILLED AS DETERMINED BY THE CITY OF BOISE."
15. PORTIONS OF THE SUBDIVISION ARE LOCATED WITHIN THE FEMA DETERMINED SPECIAL FLOOD HAZARD ZONE "A" PER FIRM PANEL NO. 16001C0284 H, EFFECTIVE FEBRUARY 19, 2003. FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA AND ALL LAND WITHIN A FLOODPLAIN IS REGULATED BY CHAPTER 11-08 OF THE BOISE CITY CODE.

MONUMENT CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS BEING RECORDED UNDER THE PROVISIONS OF IDAHO CODE 50-1331 THROUGH 50-1333 AND THAT ALL INTERIOR MONUMENTS WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAT.

PROFESSIONAL LAND SURVEYOR LICENSED 11779 9/3/18 STATE OF IDAHO CODY M. McCAMMON

* 2019047066

The indicated lot corner monuments are changed to reflect setting a 1" magnetically detectible copper plug stamped PLS 11779 in concrete surface

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

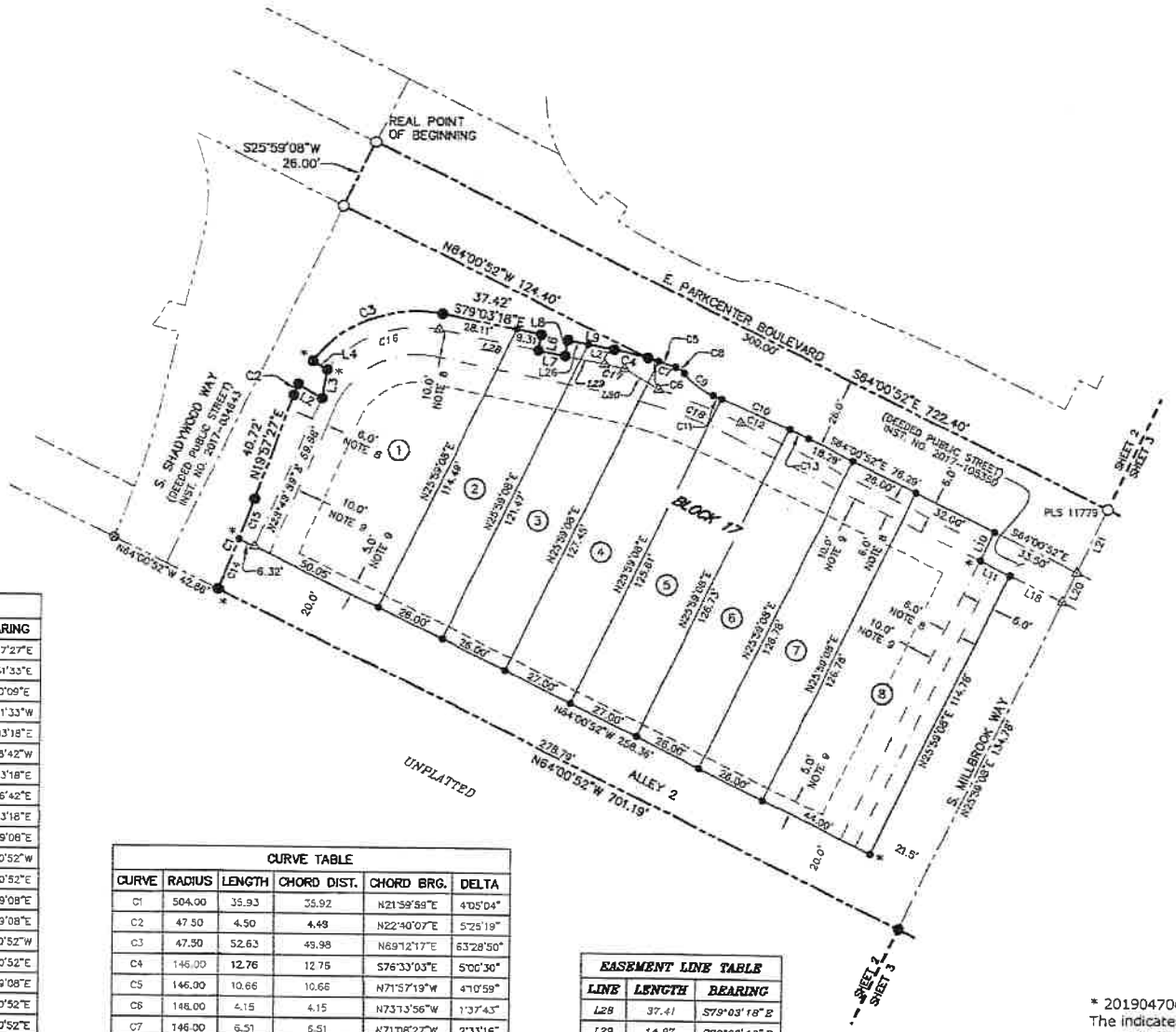
JOB NO. 17-283
SHEET 1 OF 5

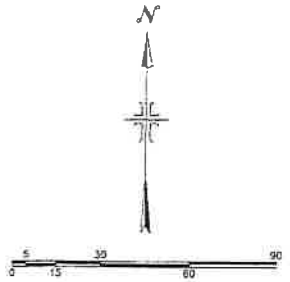
IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
PH. (208) 846-8570
FAX (208) 884-5399

S:\ISG Projects\Harris Ranch-Townhome Plats\8-South 16 Lots (7-283\dwg\Plat\DHL 01 8 Plat.dwg 8/31/2018 7:29:52 AM

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 8





SCALE: 1" = 30'

LEGEND

- FOUND 5/8" IRON PIN, PLS 7015, UNLESS OTHERWISE NOTED
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 7015
- SET 1/2 IRON PIN WITH CAP
- SET 5/8" IRON PIN WITH CAP
- CALCULATED POINT
- (7) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- OLD CENTER LINE & ROW LINE E. WARM SPRINGS AVE. (ST. HWY. 21)
- EXISTING RIGHT-OF-WAY LINE, DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5, 6, 7, WARRANTY DEED INST. NO. 2017-034643, AND WARRANTY DEED INST. NO. 2017-105350.
- PUBLIC SIDEWALK EASEMENT (SEE NOTE 8)
- PUBLIC UTILITY AND IRRIGATION EASEMENT (SEE NOTE 9)
- XXX°XX'XX"E X.XX' EASEMENT DIMENSION

SEE SHEET 1 FOR NOTES

LINE TABLE		
LINE	LENGTH	BEARING
L1	40.72	N19°57'27"E
L2	10.06	S58°51'33"E
L3	10.75	N9°30'09"E
L4	6.04	N58°51'33"W
L5	37.42	S79°03'18"E
L6	8.00	S10°56'42"W
L7	10.00	S79°03'18"E
L8	6.00	N10°56'42"E
L9	17.40	S79°03'18"E
L10	12.00	N25°59'08"E
L11	12.00	N64°00'52"W
L12	12.00	S64°00'52"E
L13	12.00	N25°59'08"E
L14	12.00	N25°59'08"E
L15	12.00	N64°00'52"W
L16	12.00	S64°00'52"E
L17	12.00	N25°59'08"E
L18	21.50	S64°00'52"E
L19	21.50	S64°00'52"E
L20	12.00	N25°59'08"E
L21	28.00	N25°59'08"E
L22	21.50	S64°00'52"E
L23	21.50	S64°00'52"E
L24	12.00	S25°59'08"W
~~L25~~	~~28.00~~	~~S25°59'08"W~~
L26	7.62	S79°03'18"E
L27	9.78	S79°03'18"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	504.00	35.93	35.92	N21°59'59"E	4°05'04"
C2	47.50	4.50	4.48	N22°40'07"E	5°25'19"
C3	47.50	52.63	49.98	N69°12'17"E	63°28'50"
C4	146.00	12.76	12.75	S76°33'03"E	5°00'30"
C5	146.00	10.66	10.66	N71°57'19"W	4°10'59"
C6	148.00	4.15	4.15	N73°13'56"W	1°37'43"
C7	146.00	6.51	6.51	N71°08'27"W	2°33'16"
C8	7.50	3.85	3.81	N55°10'07"W	29°25'24"
C9	28.50	13.82	13.68	S54°21'50"E	27°46'51"
C10	514.00	38.04	38.03	N66°08'03"W	4°14'24"
C11	514.00	3.30	3.30	N68°04'13"W	0°22'04"
C12	514.00	27.03	27.02	N66°22'48"W	3°00'45"
~~C13~~	~~514.00~~	~~7.71~~	~~7.71~~	~~N64°26'39"W~~	~~0°51'34"~~
C14	504.00	20.03	20.03	N22°54'12"E	2°16'38"
C15	504.00	15.90	15.90	N20°51'40"E	1°48'27"

EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L28	37.41	S79°03'18"E
L29	14.87	S79°03'18"E
L30	14.65	S69°14'30"E

EASEMENT CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
~~C16~~	~~43.00~~	~~43.35~~	~~41.51~~	~~S69°40'47"E~~	~~57°50'08"~~
C17	210.00	7.46	7.46	N78°02'16"W	2°02'04"
C18	206.00	32.80	32.77	N68°34'34"W	9°07'25"

* 2019047066
The indicated lot corner monuments are changed to reflect setting a 1" magnetically detectible copper plug stamped PLS 11779 in concrete surface

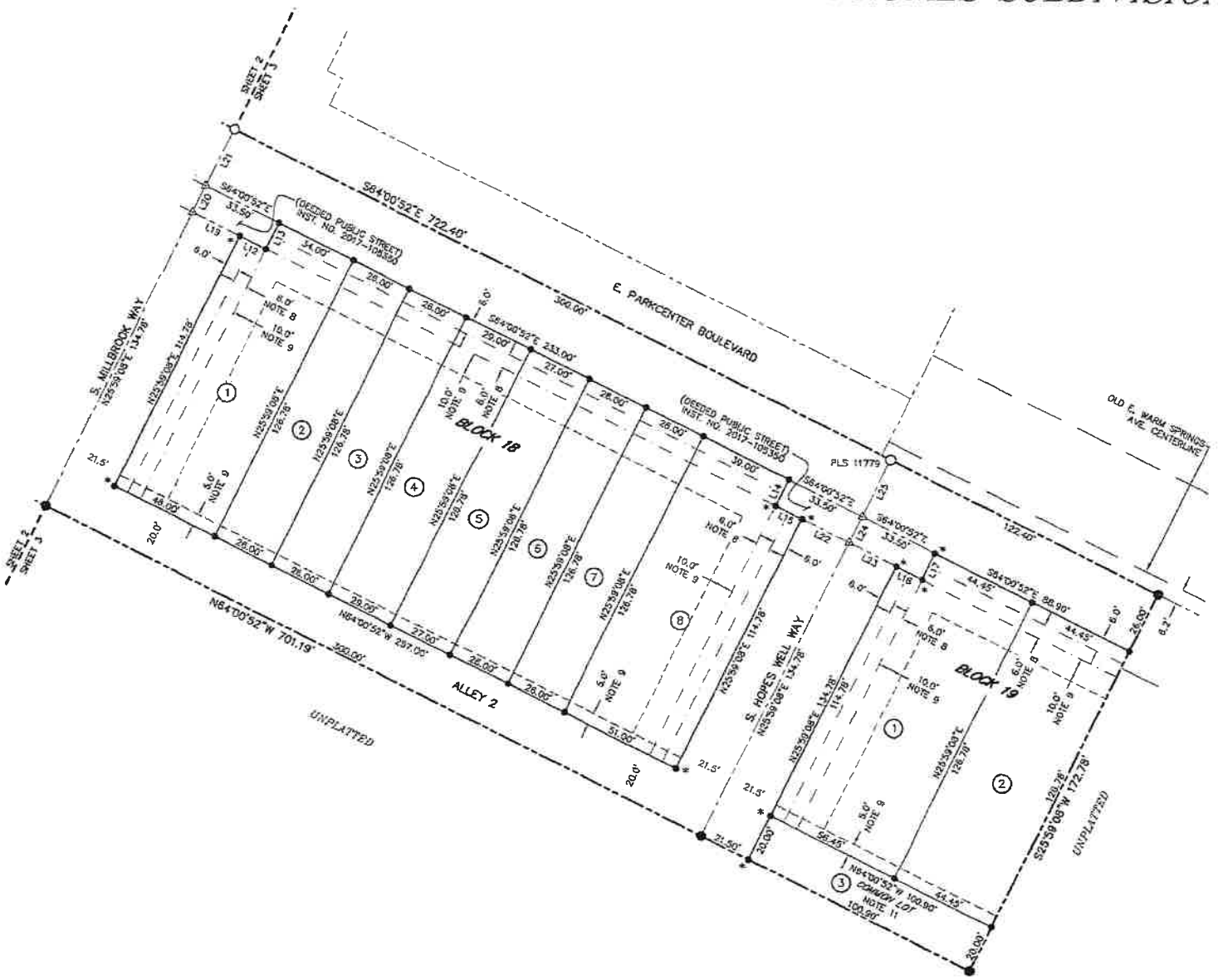
DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

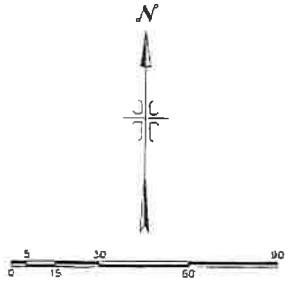
IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
PH: (208) 846-8570
FAX (208) 884-5399

J:\ISG Projects\Dallas Ranch-Townhome Plats\8-South 18 Lots 17-283\dwg\Plat\DHE Ph 8 Plat.dwg 8/31/2018 8:00:18 AM

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 8





SCALE: 1" = 30'

LEGEND

- SET 1/2 IRON PIN WITH CAP
- SET 5/8" IRON PIN WITH CAP
- CALCULATED POINT
- (7) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- OLD CENTER LINE & ROW LINE E. WARM SPRINGS AVE. (ST. HWY. 21)
- EXISTING RIGHT-OF-WAY LINE, DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5, 6, 7, WARRANTY DEED INST. NO. 2017-034643, AND WARRANTY DEED INST. NO. 2017-105350.
- SIDEWALK EASEMENT (SEE NOTE 8)
- PUBLIC UTILITY AND IRRIGATION EASEMENT (SEE NOTE 9)

SEE SHEET 1 FOR NOTES
SEE SHEET 2 FOR CURVE AND LINE TABLES

* 2019047066
The indicated lot corner monuments are changed to reflect setting a 1" magnetically detectible copper plug stamped PLS 11779 in concrete surface

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
PH. (208) 846-8570
FAX (208) 884-5399

JOB NO. 17-283
SHEET 3 OF 5

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO.8

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 29, LOCATED WITHIN TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SAID SECTION 29 AND SECTIONS 19, 20 AND 30 OF SAID TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN FROM WHICH THE 1/4 CORNER COMMON TO SAID SECTIONS 20 AND 29 BEARS SOUTH 89°35'48" EAST, 2657.50 FEET; THENCE SOUTH 52°14'08" EAST, 1,347.73 FEET TO THE INTERSECTION WITH THE CENTERLINE OF EAST PARKCENTER BOULEVARD BEING ALSO THE MOST SOUTHERLY CORNER OF DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 5 AS SAME IS FILED IN BOOK 112 OF PLATS AT PAGES 16443 THROUGH 16447, OFFICIAL RECORDS OF ADA COUNTY, SAID POINT BEING THE REAL POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE SOUTH 64°00'52" EAST, 722.40 FEET;
THENCE SOUTH 25°59'08" WEST, 172.78 FEET;
THENCE NORTH 64°00'52" WEST, 701.19 FEET TO THE INTERSECTION WITH THE MOST SOUTHERLY CORNER OF THAT PORTION OF SOUTH SHADYWOOD WAY AS DESCRIBED IN SAID WARRANTY DEED INSTRUMENT NO. 2017-034643, OFFICIAL RECORDS OF ADA COUNTY, IDAHO;
THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH SHADYWOOD WAY AND THE EASTERLY BOUNDARY LINE OF SAID WARRANTY DEED FOR THE FOLLOWING 13 COURSES AND DISTANCES:
THENCE 35.93 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 504.00 FEET, A CENTRAL ANGLE OF 04°05'04" AND A LONG CHORD OF 35.92 FEET WHICH BEARS NORTH 21°59'59" EAST;
THENCE NORTH 19°57'27" EAST, 40.72 FEET;
THENCE 4.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 05°25'19" AND A LONG CHORD OF 4.49 FEET WHICH BEARS NORTH 22°40'07" EAST;
THENCE SOUTH 58°51'33" EAST, 10.06 FEET;
THENCE NORTH 09°30'09" EAST, 10.76 FEET;
THENCE NORTH 56°51'33" WEST, 6.04 FEET;
THENCE 52.63 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 63°28'50" AND A LONG CHORD OF 49.98 FEET WHICH BEARS NORTH 69°12'17" EAST;
THENCE SOUTH 79°03'18" EAST, 37.42 FEET;
THENCE SOUTH 10°56'42" WEST, 6.00 FEET;
THENCE SOUTH 79°03'18" EAST, 10.00 FEET;
THENCE NORTH 10°56'42" EAST, 6.00 FEET;
THENCE SOUTH 79°03'18" EAST, 17.40 FEET;
THENCE 12.76 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 146.00 FEET, A CENTRAL ANGLE OF 05°00'30" AND A LONG CHORD OF 12.76 FEET WHICH BEARS SOUTH 76°33'03" EAST TO THE INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF THAT CERTAIN PARCEL RECORDED AS WARRANTY DEED INSTRUMENT NO. 2017-034643, OFFICIAL RECORDS OF ADA COUNTY, IDAHO;
THENCE ALONG SAID NORTHERLY BOUNDARY LINE NORTH 64°00'52" WEST, 124.40 FEET;
THENCE LEAVING SAID NORTHERLY BOUNDARY LINE NORTH 25°59'08" EAST, 26.00 FEET;
TO THE REAL POINT OF BEGINNING. CONTAINING 2.77 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AND ALLEYS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING SUEZ WATER IDAHO, INC. MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND SUEZ WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

OWNERS:

IN WITNESS WHEREOF, THE GRANTORS HAVE CAUSED THIS INSTRUMENT TO BE SUBSCRIBED THIS 14th DAY OF March, 2018.

BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION

DOUGLAS FOWLER, PRESIDENT

FELICIA HARRIS BURKHALTER, SECRETARY/TREASURER

ACKNOWLEDGEMENT

STATE OF IDAHO)
} S.S.
COUNTY OF ADA)

ON THIS 14th DAY OF March, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DOUGLAS FOWLER, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH PERSON EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Meridian, ID
MY COMMISSION EXPIRES: 10/30/2023

Anjanette Sabin
Notary Public
State of Idaho

ACKNOWLEDGEMENT

STATE OF IDAHO)
} S.S.
COUNTY OF ADA)

ON THIS 14th DAY OF March, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED FELICIA HARRIS BURKHALTER, KNOWN OR IDENTIFIED TO ME TO BE THE SECRETARY/TREASURER OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH PERSON EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Meridian, ID
MY COMMISSION EXPIRES: 10/30/2023

Anjanette Sabin
Notary Public
State of Idaho

PROFESSIONAL LAND SURVEYOR LICENSED 11779 3/14/18 STATE OF IDAHO CODY M. SULLIVAN

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

IDAHO SURVEY GROUP, LLC
1450 E. WATERTOWER ST.
SUITE 130
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 884-5399

\ISG Projects\Plats Roots-Townhome Plats-Suite 16 Lots 17-283\Land\Plat\DHE SH 8 Plat.dwg 3/14/2018 11:30:34 AM

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 8

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 13TH DAY OF AUG, 2018

ADA COUNTY HIGHWAY DISTRICT

BY: _____
PRESIDENT
TRUSTEE OF EXISTING PUBLIC RIGHT OF WAY

ACKNOWLEDGEMENT

STATE OF IDAHO)
)S.S.
COUNTY OF ADA)

ON THIS 13th DAY OF June 2018 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED SARA BAKER, KNOWN TO ME TO BE THE PRESIDENT OF THE ADA COUNTY HIGHWAY DISTRICT, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID DISTRICT, AND ACKNOWLEDGED TO ME THAT THE ADA COUNTY HIGHWAY DISTRICT EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

BREANN SHEARER
NOTARY PUBLIC
STATE OF IDAHO

Breann Shearer
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise ID
MY COMMISSION EXPIRES: July 19, 2019

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY ISSUANCE OF A CERTIFICATION OF DISAPPROVAL.

EEHS 3.21.18
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED BOISE CITY ENGINEER, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR THIS PLAT.

8/14/2018
BOISE CITY ENGINEER
P-11815

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 12TH DAY OF December, 2017, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK, BOISE, IDAHO (Chief Deputy)

CERTIFICATE OF SURVEYOR

I, CODY M. McCAMMON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

PROFESSIONAL LAND SURVEYOR 11779 3/14/18 STATE OF IDAHO CODY M. McCAMMON

CODY M. McCAMMON, P.L.S. IDAHO NO. 11779

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

ADA COUNTY SURVEYOR

Jerry L. Hastings
COUNTY SURVEYOR
PLS 5359
8-31-2018

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

9-04-2018
DATE

ADA COUNTY TREASURER

Elizabeth A. Mahan by deputy treasurer Kathleen Whitney
COUNTY TREASURER

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BARBER VALLEY DEVELOPMENT, INC. AT 52 MINUTES PAST 4 O'CLOCK P M., ON THIS 4TH DAY OF September, 2018 IN BOOK 114 OF PLATS AT PAGES 16994-17003

INSTRUMENT NO. 2018-083443

DEPUTY

EX-OFFICIO RECORDER

FEE $26.-

DEVELOPER:
BARBER VALLEY DEVELOPMENT, INC.
BOISE, IDAHO

JOB NO. 17-283
SHEET 5 OF 5

IDAHO SURVEY GROUP, LLC
1450 E. WATERTOWER ST. SUITE 130
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 884-5399

I:\Projects\Hawks Ranch-Townhomes Plat\S-Subs 18 Lots 17-283\dwg\Plat\DHE TH 8 Plat.dwg 3/14/2018 11:34:13 AM

GO21-4 Phase 9

Rate Period ..... : Annual

Nominal Annual Rate .... : 7.000 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	09/11/2018	559,000.00	1		
2	Rate Change	09/27/2018	Rate: 7.250 %	Rate Period: Annual		
3	Rate Change	12/20/2018	Rate: 7.500 %	Rate Period: Annual		
4	Rate Change	07/31/2019	Rate: 7.250 %	Rate Period: Annual		
5	Rate Change	09/18/2019	Rate: 7.000 %	Rate Period: Annual		
6	Rate Change	10/30/2019	Rate: 6.750 %	Rate Period: Annual		
7	Rate Change	03/03/2020	Rate: 6.250 %	Rate Period: Annual		
8	Rate Change	03/15/2020	Rate: 5.250 %	Rate Period: Annual		
9	Rate Change	03/16/2022	Rate: 5.500 %	Rate Period: Annual		
10	Rate Change	05/04/2022	Rate: 6.000 %	Rate Period: Annual		
11	Rate Change	06/15/2022	Rate: 6.750 %	Rate Period: Annual		
12	Rate Change	07/27/2022	Rate: 7.500 %	Rate Period: Annual		
13	Rate Change	09/21/2022	Rate: 8.250 %	Rate Period: Annual		
14	Rate Change	11/02/2022	Rate: 9.000 %	Rate Period: Annual		
15	Rate Change	12/14/2022	Rate: 9.500 %	Rate Period: Annual		
16	Rate Change	02/01/2023	Rate: 9.750 %	Rate Period: Annual		
17	Rate Change	03/22/2023	Rate: 10.000 %	Rate Period: Annual		
18	Rate Change	05/03/2023	Rate: 10.250 %	Rate Period: Annual		
19	Rate Change	07/26/2023	Rate: 10.500 %	Rate Period: Annual		
20	Payment	12/31/2023	0.00	1		

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

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Balance Due Total
Loan	09/11/2018		0.00	0.00	0.00	0.00	559,000.00	559,000.00
Rate	09/27/2018		1,715.29	0.00	0.00	1,715.29	559,000.00	560,715.29
	09/27/2018	Rate: 7.250 %	Rate Period: Annual					
Rate	12/20/2018		9,326.88	0.00	0.00	11,042.17	559,000.00	570,042.17
	12/20/2018	Rate: 7.500 %	Rate Period: Annual					
2018 Totals		0.00	11,042.17	0.00	0.00			
Rate	07/31/2019		25,614.45	0.00	0.00	36,656.62	559,000.00	595,656.62
	07/31/2019	Rate: 7.250 %	Rate Period: Annual					
Rate	09/18/2019		5,440.68	0.00	0.00	42,097.30	559,000.00	601,097.30
	09/18/2019	Rate: 7.000 %	Rate Period: Annual					
Rate	10/30/2019		4,502.63	0.00	0.00	46,599.93	559,000.00	605,599.93
	10/30/2019	Rate: 6.750 %	Rate Period: Annual					
2019 Totals		0.00	35,557.76	0.00	0.00			
Rate	03/03/2020		12,922.09	0.00	0.00	59,522.02	559,000.00	618,522.02
	03/03/2020	Rate: 6.250 %	Rate Period: Annual					
Rate	03/15/2020		1,148.63	0.00	0.00	60,670.65	559,000.00	619,670.65
	03/15/2020	Rate: 5.250 %	Rate Period: Annual					
2020 Totals		0.00	14,070.72	0.00	0.00			

GO21-4 Phase 9

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Balance Due Total
Rate	03/16/2022		58,775.40	0.00	0.00	119,446.05	559,000.00	678,446.05
	03/16/2022	Rate: 5.500 %	Rate Period: Annual					
Rate	05/04/2022		4,127.41	0.00	0.00	123,573.46	559,000.00	682,573.46
	05/04/2022	Rate: 6.000 %	Rate Period: Annual					
Rate	06/15/2022		3,859.40	0.00	0.00	127,432.86	559,000.00	686,432.86
	06/15/2022	Rate: 6.750 %	Rate Period: Annual					
Rate	07/27/2022		4,341.82	0.00	0.00	131,774.68	559,000.00	690,774.68
	07/27/2022	Rate: 7.500 %	Rate Period: Annual					
Rate	09/21/2022		6,432.33	0.00	0.00	138,207.01	559,000.00	697,207.01
	09/21/2022	Rate: 8.250 %	Rate Period: Annual					
Rate	11/02/2022		5,306.67	0.00	0.00	143,513.68	559,000.00	702,513.68
	11/02/2022	Rate: 9.000 %	Rate Period: Annual					
Rate	12/14/2022		5,789.10	0.00	0.00	149,302.78	559,000.00	708,302.78
	12/14/2022	Rate: 9.500 %	Rate Period: Annual					
2022 Totals		0.00	88,632.13	0.00	0.00			
Rate	02/01/2023		7,129.16	0.00	0.00	156,431.94	559,000.00	715,431.94
	02/01/2023	Rate: 9.750 %	Rate Period: Annual					
Rate	03/22/2023		7,316.77	0.00	0.00	163,748.71	559,000.00	722,748.71
	03/22/2023	Rate: 10.000 %	Rate Period: Annual					
Rate	05/03/2023		6,432.33	0.00	0.00	170,181.04	559,000.00	729,181.04
	05/03/2023	Rate: 10.250 %	Rate Period: Annual					
Rate	07/26/2023		13,186.27	0.00	0.00	183,367.31	559,000.00	742,367.31
	07/26/2023	Rate: 10.500 %	Rate Period: Annual					
1	12/31/2023	0.00	25,407.70	0.00	0.00	208,775.01	559,000.00	767,775.01
2023 Totals		0.00	59,472.23	0.00	0.00			
Grand Totals		0.00	208,775.01	0.00	0.00			

GO21-4 Phase 9

An open balance of 767,775.01 still remains.

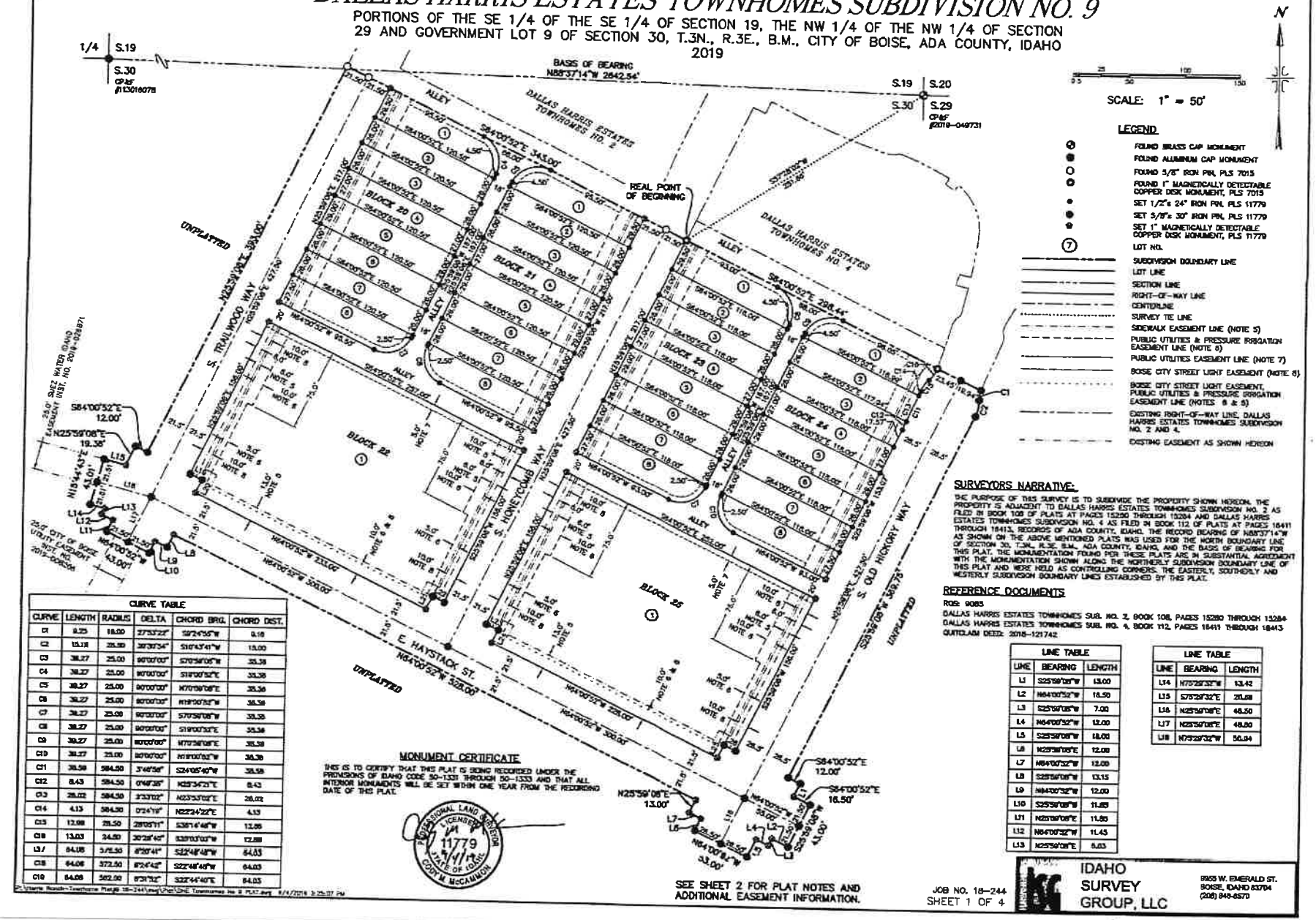
BK 116 PAGE 17078

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9

PORTIONS OF THE SE 1/4 OF THE SE 1/4 OF SECTION 19, THE NW 1/4 OF THE NW 1/4 OF SECTION 29 AND GOVERNMENT LOT 9 OF SECTION 30, T.3N., R.3E., B.M., CITY OF BOISE, ADA COUNTY, IDAHO

2019



LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" IRON PIN, PLS 7015
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 7015
- SET 1/2"x 24" IRON PIN, PLS 11779
- SET 5/8"x 30" IRON PIN, PLS 11779
- SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- (7) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SURVEY TIE LINE
- SIDEWALK EASEMENT LINE (NOTE 5)
- PUBLIC UTILITIES & PRESSURE IRRIGATION EASEMENT LINE (NOTE 6)
- PUBLIC UTILITIES EASEMENT LINE (NOTE 7)
- BOISE CITY STREET LIGHT EASEMENT (NOTE 8)
- BOISE CITY STREET LIGHT EASEMENT, PUBLIC UTILITIES & PRESSURE IRRIGATION EASEMENT LINE (NOTES 6 & 8)
- EXISTING RIGHT-OF-WAY LINE, DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2 AND 4.
- EXISTING EASEMENT AS SHOWN HEREON

SURVEYORS NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PROPERTY SHOWN HEREON. THE PROPERTY IS ADJACENT TO DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2 AS FILED IN BOOK 108 OF PLATS AT PAGES 15250 THROUGH 15284 AND DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 4 AS FILED IN BOOK 112 OF PLATS AT PAGES 18411 THROUGH 18413, RECORDS OF ADA COUNTY, IDAHO. THE RECORD BEARING OF N88°37'14"W AS SHOWN ON THE ABOVE MENTIONED PLATS WAS USED FOR THE NORTH BOUNDARY LINE OF SECTION 30, T.3N., R.3E., B.M., ADA COUNTY, IDAHO, AND THE BASIS OF BEARING FOR THIS PLAT. THE MONUMENTATION FOUND PER THESE PLATS ARE IN SUBSTANTIAL AGREEMENT WITH THE MONUMENTATION SHOWN ALONG THE NORTHERLY SUBDIVISION BOUNDARY LINE OF THIS PLAT AND WERE HELD AS CONTROLLING CORNERS. THE EASTERLY, SOUTHERLY AND WESTERLY SUBDIVISION BOUNDARY LINES ESTABLISHED BY THIS PLAT.

REFERENCE DOCUMENTS

ROS: 9085

DALLAS HARRIS ESTATES TOWNHOMES SUB. NO. 2, BOOK 108, PAGES 15250 THROUGH 15284

DALLAS HARRIS ESTATES TOWNHOMES SUB. NO. 4, BOOK 112, PAGES 18411 THROUGH 18413

QUITCLAIM DEED: 2018-121742

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	9.25	18.00	27°53'22"	S09°24'55"W	9.16
C2	15.18	25.50	34°06'34"	S16°43'41"W	15.00
C3	39.27	25.00	90°00'00"	S70°59'08"E	35.36
C4	39.27	25.00	90°00'00"	S19°00'52"W	35.36
C5	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C6	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C7	39.27	25.00	90°00'00"	S70°59'08"E	35.36
C8	39.27	25.00	90°00'00"	S19°00'52"W	35.36
C9	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C10	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C11	30.59	584.50	3°44'56"	S24°05'40"W	30.59
C12	8.43	584.50	0°49'35"	N25°34'23"E	8.43
C13	28.72	584.50	2°48'57"	N23°53'02"E	28.72
C14	4.13	584.50	0°24'19"	N22°24'22"E	4.13
C15	13.98	28.50	28°05'11"	S38°14'48"W	13.85
C16	13.03	34.50	21°38'40"	S33°03'03"W	12.88
C17	64.05	572.50	6°24'41"	S22°48'48"W	64.03
C18	64.06	572.50	6°24'42"	S22°48'48"W	64.03
C19	64.06	572.00	6°24'32"	S22°44'40"E	64.03

LINE TABLE		
LINE	BEARING	LENGTH
L1	S25°59'08"W	13.00
L2	N64°00'52"W	16.50
L3	S25°59'08"W	7.00
L4	N64°00'52"W	12.00
L5	S25°59'08"W	18.00
L6	N25°59'08"E	12.00
L7	N64°00'52"W	12.00
L8	S25°59'08"W	13.15
L9	N64°00'52"W	12.09
L10	S25°59'08"W	11.85
L11	N25°59'08"E	11.85
L12	N64°00'52"W	11.45
L13	N25°59'08"E	8.83

LINE TABLE		
LINE	BEARING	LENGTH
L14	N75°29'32"W	13.42
L15	S75°29'32"E	21.68
L16	N25°59'08"E	48.50
L17	N25°59'08"E	48.50
L18	N75°29'32"W	50.94

MONUMENT CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS BEING RECORDED UNDER THE PROVISIONS OF IDAHO CODE 50-1331 THROUGH 50-1333 AND THAT ALL INTERIOR MONUMENTS WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAT.

PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO CODY M. McCANNON

SEE SHEET 2 FOR PLAT NOTES AND ADDITIONAL EASEMENT INFORMATION.

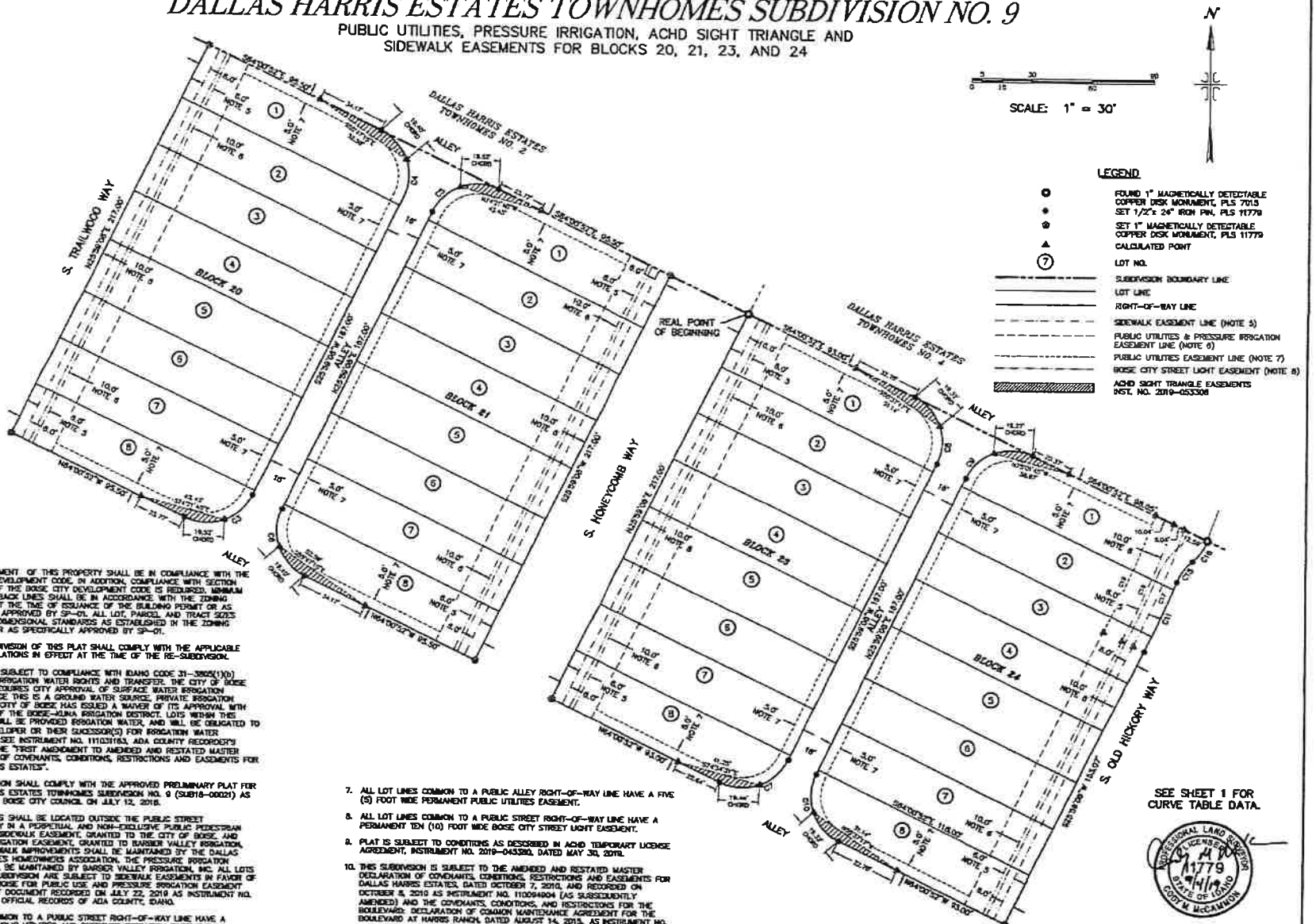
JOB NO. 18-244
SHEET 1 OF 4

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

BK 116 PG 17671

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9

PUBLIC UTILITIES, PRESSURE IRRIGATION, ACHD SIGHT TRIANGLE AND SIDEWALK EASEMENTS FOR BLOCKS 20, 21, 23, AND 24



SEE SHEET 1 FOR CURVE TABLE DATA.

NOTES:

1. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY DEVELOPMENT CODE. IN ADDITION, COMPLIANCE WITH SECTION 11-01.3-01 OF THE BOISE CITY DEVELOPMENT CODE IS REQUIRED. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED BY SP-01. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY SP-01.
2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
3. THIS PLAT IS SUBJECT TO COMPLIANCE WITH IDAHO CODE 31-3805(1)(b) CONCERNING IRRIGATION WATER RIGHTS AND TRANSFER. THE CITY OF BOISE ORDINANCE REQUIRES CITY APPROVAL OF SURFACE WATER IRRIGATION SYSTEMS. SINCE THIS IS A GROUND WATER SOURCE, PRIVATE IRRIGATION SYSTEM, THE CITY OF BOISE HAS ISSUED A WAIVER OF ITS APPROVAL WITH THE ADVICE OF THE BOISE-KUNA IRRIGATION DISTRICT. LOTS WITHIN THIS SUBDIVISION WILL BE PROVIDED IRRIGATION WATER, AND WILL BE OBLIGATED TO PAY THE DEVELOPER OR THEIR SUCCESSOR(S) FOR IRRIGATION WATER ASSESSMENT. SEE INSTRUMENT NO. 111031163, ADA COUNTY RECORDER'S OFFICE FOR THE "FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES".
4. THIS SUBDIVISION SHALL COMPLY WITH THE APPROVED PRELIMINARY PLAT FOR DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9 (SUB16-00021) AS APPROVED BY BOISE CITY COUNCIL ON JULY 12, 2016.
5. THE SIDEWALKS SHALL BE LOCATED OUTSIDE THE PUBLIC STREET RIGHT-OF-WAY IN A PERPETUAL AND NON-EXCLUSIVE PUBLIC PEDESTRIAN AND BICYCLE SIDEWALK EASEMENT, GRANTED TO THE CITY OF BOISE, AND PRESSURE IRRIGATION EASEMENT, GRANTED TO BARBER VALLEY IRRIGATION, INC. THE SIDEWALK IMPROVEMENTS SHALL BE MAINTAINED BY THE DALLAS HARRIS ESTATES HOMEOWNERS ASSOCIATION. THE PRESSURE IRRIGATION SYSTEM SHALL BE MAINTAINED BY BARBER VALLEY IRRIGATION, INC. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO SIDEWALK EASEMENTS IN FAVOR OF THE CITY OF BOISE FOR PUBLIC USE AND PRESSURE IRRIGATION EASEMENT PER EASEMENT DOCUMENT RECORDED ON JULY 22, 2019 AS INSTRUMENT NO. 2019-063180, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
6. LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT PUBLIC UTILITIES AND PRESSURE IRRIGATION EASEMENT AS DESIGNATED AND DEDICATED TO THE NOTE ON SHEETS 1 AND 2. ALL EASEMENTS ARE TEN (10) FEET WIDE, UNLESS NOTED OTHERWISE, AND DIMENSIONED FROM THE BACK OF THE SIDEWALK, BUT EXTEND TO THE PUBLIC RIGHT-OF-WAY LINES. LOT LINES COMMON TO E. HAYSTACK STREET HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT AND PRESSURE IRRIGATION EASEMENT.
7. ALL LOT LINES COMMON TO A PUBLIC ALLEY RIGHT-OF-WAY LINE HAVE A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT.
8. ALL LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT TEN (10) FOOT WIDE BOISE CITY STREET LIGHT EASEMENT.
9. PLAT IS SUBJECT TO CONDITIONS AS DESCRIBED IN ACHD TEMPORARY LICENSE AGREEMENT, INSTRUMENT NO. 2019-043380, DATED MAY 30, 2019.
10. THIS SUBDIVISION IS SUBJECT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES, DATED OCTOBER 7, 2010, AND RECORDED ON OCTOBER 8, 2010 AS INSTRUMENT NO. 110094004 (AS SUBSEQUENTLY AMENDED) AND THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE BOULEVARD; DECLARATION OF COMMON MAINTENANCE AGREEMENT FOR THE BOULEVARD AT HARRIS RANCH, DATED AUGUST 14, 2015, AS INSTRUMENT NO. 2015-074828 (AS SUBSEQUENTLY AMENDED).
11. PORTIONS OF THE SUBDIVISION ARE LOCATED WITHIN THE FEMA DETERMINED SPECIAL FLOOD HAZARD ZONE "AE" AND ZONE "X" PER FIRM PANEL NO. 16001C0226H, EFFECTIVE FEBRUARY 19, 2003. FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA AND ALL LAND WITHIN A FLOODPLAIN IS REGULATED BY CHAPTER 11-06 OF THE BOISE CITY CODE.

PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO CODY W. McCAMMON

JOB NO. 18-244
SHEET 2 OF 4

IDAHO SURVEY GROUP, LLC
9855 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED WITHIN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, AND GOVERNMENT LOT 9 OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 19, 20, 29 AND 30, TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN FROM WHICH THE 1/4 CORNER COMMON TO SAID SECTIONS 19 AND 30 BEARS NORTH 88°37'14" WEST, 2642.54 FEET; THENCE SOUTH 57°28'22" WEST, 251.66 FEET TO A POINT COMMON TO THE SOUTHEAST CORNER OF DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2 AS FILED IN BOOK 108 OF PLATS AT PAGES 15280 THROUGH 15284, RECORDS OF ADA COUNTY, IDAHO AND THE SOUTHWEST CORNER OF DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 4 AS FILED IN BOOK 112 OF PLATS AT PAGES 16411 THROUGH 16413, RECORDS OF ADA COUNTY, IDAHO, SAID POINT BEING THE REAL POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 4 AND THE EASTERLY EXTENSION THEREOF, SOUTH 64°00'52" EAST, 298.44 FEET;

THENCE LEAVING SAID SOUTHERLY BOUNDARY, 9.25 FEET SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 19.00 FEET, A CENTRAL ANGLE OF 27°53'22", AND A LONG CHORD WHICH BEARS, SOUTH 09°24'55" WEST, 9.16 FEET;

THENCE 15.18 FEET SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 28.50 FEET AND A CENTRAL ANGLE OF 30°30'54", AND A LONG CHORD WHICH BEARS SOUTH 10°43'41" WEST, 15.00 FEET;

THENCE SOUTH 25°59'08" WEST, 369.75 FEET;
THENCE SOUTH 64°00'52" EAST, 12.00 FEET;
THENCE SOUTH 25°59'08" WEST, 13.00 FEET;
THENCE SOUTH 64°00'52" EAST, 16.50 FEET;
THENCE SOUTH 25°59'08" WEST, 43.00 FEET;
THENCE NORTH 64°00'52" WEST, 16.50 FEET;
THENCE SOUTH 25°59'08" WEST, 7.00 FEET;
THENCE NORTH 64°00'52" WEST, 12.00 FEET;
THENCE SOUTH 25°59'08" WEST, 18.00 FEET;
THENCE NORTH 64°00'52" WEST, 53.00 FEET;
THENCE NORTH 25°59'08" EAST, 12.00 FEET;
THENCE NORTH 64°00'52" WEST, 12.00 FEET;
THENCE NORTH 25°59'08" EAST, 13.00 FEET;
THENCE NORTH 64°00'52" WEST, 528.00 FEET;
THENCE SOUTH 25°59'08" WEST, 13.15 FEET;
THENCE NORTH 64°00'52" WEST, 12.00 FEET;
THENCE SOUTH 25°59'08" WEST, 11.85 FEET;
THENCE NORTH 64°00'52" WEST, 43.00 FEET;
THENCE NORTH 25°59'08" EAST, 11.85 FEET;
THENCE NORTH 64°00'52" WEST, 11.45 FEET;
THENCE NORTH 25°59'08" EAST, 6.03 FEET;
THENCE NORTH 75°29'32" WEST, 13.42 FEET;
THENCE NORTH 15°44'43" EAST, 43.01 FEET;
THENCE SOUTH 75°29'32" EAST, 20.66 FEET;
THENCE NORTH 25°59'08" EAST, 19.36 FEET;
THENCE SOUTH 64°00'52" EAST, 12.00 FEET;

THENCE NORTH 25°59'08" EAST, 383.00 FEET TO AN ANGLE POINT ON THE SOUTHERLY BOUNDARY OF SAID DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2;

THENCE SOUTH 64°00'52" EAST, 343.00 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE REAL POINT OF BEGINNING.

CONTAINS 6.81 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AND ALLEYS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING SUEZ WATER IDAHO, INC. MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND SUEZ WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

OWNERS:

IN WITNESS WHEREOF, THE GRANTORS HAVE CAUSED THIS INSTRUMENT TO BE SUBSCRIBED THIS 12 DAY OF April, 2019.

BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION

DOUGLAS FOWLER — PRESIDENT

ACKNOWLEDGEMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS 12 DAY OF April, 2019, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DOUGLAS FOWLER, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH PERSON EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise
MY COMMISSION EXPIRES: April 9, 2024

SARAH BORGERDING NILLES
COMMISSION #20180830
NOTARY PUBLIC
STATE OF IDAHO

PROFESSIONAL LAND SURVEYOR — LICENSED — 11779 — 12/31/19 — STATE OF IDAHO — COURTNEY WEAVER

JOB NO. 18-244
SHEET 3 OF 4

ISG IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

BK 116 PG 17673

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 24th DAY OF July, 2019

PRESIDENT, ACHD

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY ISSUANCE OF A CERTIFICATION OF DISAPPROVAL.

EHS 4-24-19

CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED BOISE CITY ENGINEER, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR THIS PLAT.

9/4/2019

BOISE CITY ENGINEER

PE # 11185

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 23rd DAY OF January, 2019, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK, BOISE, IDAHO Chief Deputy

CERTIFICATE OF SURVEYOR

I, CODY M. McCAMMON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

CODY M. McCAMMON, P.L.S. IDAHO NO. 11779

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

Jerrey L. Hastings
COUNTY SURVEYOR
PLS 5359
9-10-2019

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

9-11-2019
DATE

COUNTY TREASURER
Signed by Cindy Stewart
Deputy Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } S.S.
COUNTY OF ADA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BARBER VALLEY DEVELOPMENT, INC. AT 19 MINUTES PAST 2 O'CLOCK P M. ON THIS 12th DAY OF SEPT, 2019 IN BOOK 116 OF PLATS AT PAGES 17670 THRU 17673.

INSTRUMENT NO. 2019-086170

DEPUTY

Phil McGrane
EX-OFFICIO RECORDER

$21.00
FEE

JOB NO. 18-244
SHEET 4 OF 4

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

GO21-4 Phase 11

Rate Period ..... : Annual

Nominal Annual Rate .... : 5.250 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	07/31/2020	1,124,000.00	1		
2	Rate Change	03/16/2022	Rate: 5.500 %	Rate Period: Annual		
3	Rate Change	05/04/2022	Rate: 6.000 %	Rate Period: Annual		
4	Rate Change	06/15/2022	Rate: 6.750 %	Rate Period: Annual		
5	Rate Change	07/27/2022	Rate: 7.500 %	Rate Period: Annual		
6	Rate Change	09/21/2022	Rate: 8.250 %	Rate Period: Annual		
7	Rate Change	11/02/2022	Rate: 9.000 %	Rate Period: Annual		
8	Rate Change	12/14/2022	Rate: 9.500 %	Rate Period: Annual		
9	Rate Change	02/01/2023	Rate: 9.750 %	Rate Period: Annual		
10	Rate Change	03/22/2023	Rate: 10.000 %	Rate Period: Annual		
11	Rate Change	05/03/2023	Rate: 10.250 %	Rate Period: Annual		
12	Rate Change	07/26/2023	Rate: 10.500 %	Rate Period: Annual		
13	Payment	12/31/2023	0.00	1		

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

	Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Balance Due Total
Loan	07/31/2020		0.00	0.00	0.00	0.00	1,124,000.00	1,124,000.00
2020 Totals		0.00	0.00	0.00	0.00			
Rate	03/16/2022		95,871.04	0.00	0.00	95,871.04	1,124,000.00	1,219,871.04
	03/16/2022	Rate: 5.500 %	Rate Period: Annual					
Rate	05/04/2022		8,299.12	0.00	0.00	104,170.16	1,124,000.00	1,228,170.16
	05/04/2022	Rate: 6.000 %	Rate Period: Annual					
Rate	06/15/2022		7,760.22	0.00	0.00	111,930.38	1,124,000.00	1,235,930.38
	06/15/2022	Rate: 6.750 %	Rate Period: Annual					
Rate	07/27/2022		8,730.25	0.00	0.00	120,660.63	1,124,000.00	1,244,660.63
	07/27/2022	Rate: 7.500 %	Rate Period: Annual					
Rate	09/21/2022		12,933.70	0.00	0.00	133,594.33	1,124,000.00	1,257,594.33
	09/21/2022	Rate: 8.250 %	Rate Period: Annual					
Rate	11/02/2022		10,670.30	0.00	0.00	144,264.63	1,124,000.00	1,268,264.63
	11/02/2022	Rate: 9.000 %	Rate Period: Annual					
Rate	12/14/2022		11,640.33	0.00	0.00	155,904.96	1,124,000.00	1,279,904.96
	12/14/2022	Rate: 9.500 %	Rate Period: Annual					
2022 Totals		0.00	155,904.96	0.00	0.00			
Rate	02/01/2023		14,334.85	0.00	0.00	170,239.81	1,124,000.00	1,294,239.81
	02/01/2023	Rate: 9.750 %	Rate Period: Annual					
Rate	03/22/2023		14,712.08	0.00	0.00	184,951.89	1,124,000.00	1,308,951.89
	03/22/2023	Rate: 10.000 %	Rate Period: Annual					
Rate	05/03/2023		12,933.70	0.00	0.00	197,885.59	1,124,000.00	1,321,885.59
	05/03/2023	Rate: 10.250 %	Rate Period: Annual					
Rate	07/26/2023		26,514.08	0.00	0.00	224,399.67	1,124,000.00	1,348,399.67
	07/26/2023	Rate: 10.500 %	Rate Period: Annual					
1	12/31/2023	0.00	51,088.11	0.00	0.00	275,487.78	1,124,000.00	1,399,487.78
2023 Totals		0.00	119,582.82	0.00	0.00			

GO21-4 Phase 11

Date	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Balance Due Total
Grand Totals	0.00	275,487.78	0.00	0.00			

GO21-4 Phase 11

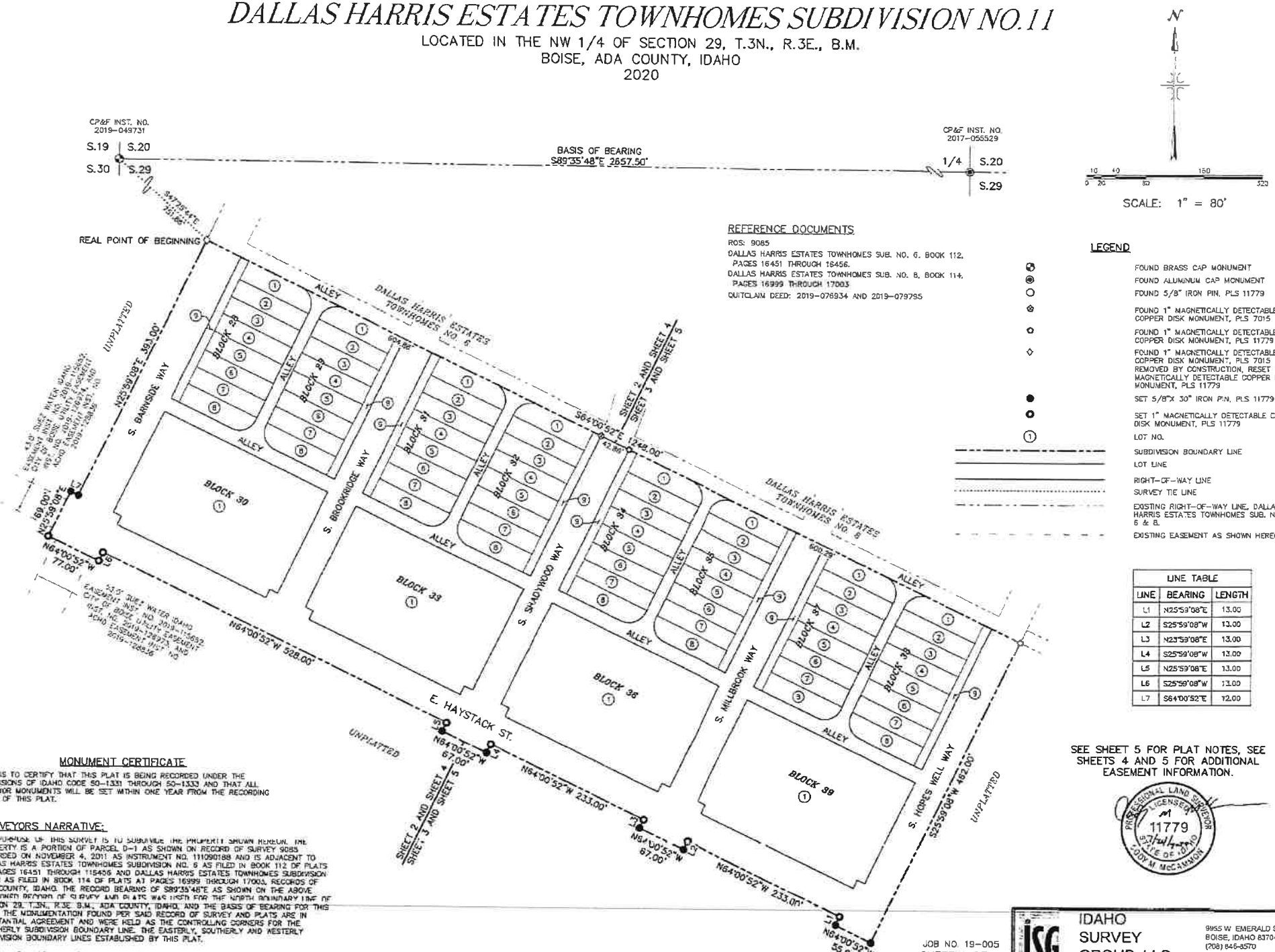
An open balance of 1,399,487.78 still remains.

BK 118 PG 18260

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11

LOCATED IN THE NW 1/4 OF SECTION 29, T.3N., R.3E., B.M.
BOISE, ADA COUNTY, IDAHO
2020



REFERENCE DOCUMENTS

ROS: 9085
DALLAS HARRIS ESTATES TOWNHOMES SUB. NO. 6, BOOK 112, PAGES 16451 THROUGH 16456.
DALLAS HARRIS ESTATES TOWNHOMES SUB. NO. 8, BOOK 114, PAGES 16999 THROUGH 17003
QUITCLAIM DEED: 2019-076934 AND 2019-079785

LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" IRON PIN, PLS 11779
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 7015
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 7015 REMOVED BY CONSTRUCTION, RESET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- SET 5/8"X 30" IRON PIN, PLS 11779
- SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- (1) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- SURVEY TIE LINE
- EXISTING RIGHT-OF-WAY LINE, DALLAS HARRIS ESTATES TOWNHOMES SUB. NO. 6 & 8.
- EXISTING EASEMENT AS SHOWN HEREON

LINE TABLE		
LINE	BEARING	LENGTH
L1	N25°59'08"E	13.00
L2	S25°59'08"W	13.00
L3	N25°59'08"E	13.00
L4	S25°59'08"W	13.00
L5	N25°59'08"E	13.00
L6	S25°59'08"W	13.00
L7	S64°00'52"E	12.00

SEE SHEET 5 FOR PLAT NOTES, SEE SHEETS 4 AND 5 FOR ADDITIONAL EASEMENT INFORMATION.

MONUMENT CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS BEING RECORDED UNDER THE PROVISIONS OF IDAHO CODE 50-1331 THROUGH 50-1333 AND THAT ALL INTERIOR MONUMENTS WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAT.

SURVEYORS NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PROPERTY SHOWN HEREON. THE PROPERTY IS A PORTION OF PARCEL D-1 AS SHOWN ON RECORD OF SURVEY 9085 RECORDED ON NOVEMBER 4, 2011 AS INSTRUMENT NO. 111090188 AND IS ADJACENT TO DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 6 AS FILED IN BOOK 112 OF PLATS AT PAGES 16451 THROUGH 115456 AND DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 8 AS FILED IN BOOK 114 OF PLATS AT PAGES 16999 THROUGH 17003, RECORDS OF ADA COUNTY, IDAHO. THE RECORD BEARING OF S89°35'48"E AS SHOWN ON THE ABOVE MENTIONED RECORD OF SURVEY AND PLATS WAS USED FOR THE NORTH BOUNDARY LINE OF SECTION 29, T.3N., R.3E. B.M., ADA COUNTY, IDAHO, AND THE BASIS OF BEARING FOR THIS PLAT. THE MONUMENTATION FOUND PER SAID RECORD OF SURVEY AND PLATS ARE IN SUBSTANTIAL AGREEMENT AND WERE HELD AS THE CONTROLLING CORNERS FOR THE NORTHERLY SUBDIVISION BOUNDARY LINE, THE EASTERLY, SOUTHERLY AND WESTERLY SUBDIVISION BOUNDARY LINES ESTABLISHED BY THIS PLAT.

PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO CODY M MCCAMMON

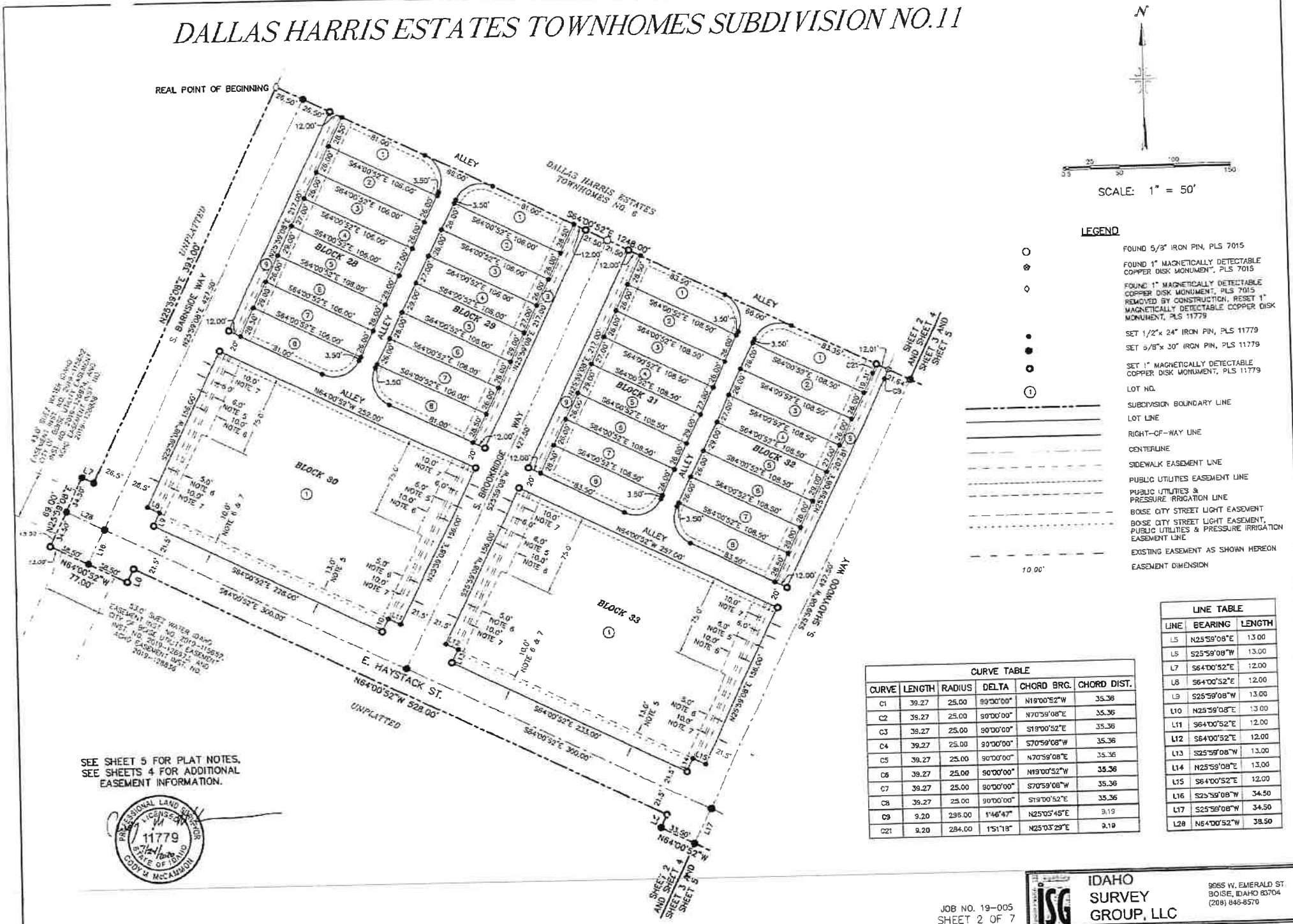
JOB NO. 19-005
SHEET 1 OF 7

IDAHO SURVEY GROUP, LLC
9955 W EMERALD ST
BOISE, IDAHO 83704
(208) 846-8570

P:\Projects Revit Folders\Townhome Plats\19-005\dwg\Plat\DHE Townhomes No 11 PLAT.dwg 7/24/2020 1:54:37 PM

BK 115 Pg 18261

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO.11



N

SCALE: 1" = 50'

LEGEND

- FOUND 5/8" IRON PIN, PLS 7015
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT", PLS 7015
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 7015 REMOVED BY CONSTRUCTION, RESET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- SET 1/2"x 24" IRON PIN, PLS 11779
- SET 5/8"x 30" IRON PIN, PLS 11779
- SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- (1) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SIDEWALK EASEMENT LINE
- PUBLIC UTILITIES EASEMENT LINE
- PUBLIC UTILITIES & PRESSURE IRRIGATION LINE
- BOISE CITY STREET LIGHT EASEMENT
- BOISE CITY STREET LIGHT EASEMENT, PUBLIC UTILITIES & PRESSURE IRRIGATION EASEMENT LINE
- EXISTING EASEMENT AS SHOWN HEREON
- 10.00' EASEMENT DIMENSION

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C2	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C3	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C4	39.27	25.00	90°00'00"	S70°59'08"W	35.36
C5	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C6	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C7	39.27	25.00	90°00'00"	S70°59'08"W	35.36
C8	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C9	9.20	296.00	1°46'47"	N25°05'45"E	9.19
C21	9.20	284.00	1°51'18"	N25°03'29"E	9.19

LINE TABLE		
LINE	BEARING	LENGTH
L5	N25°59'08"E	13.00
L6	S25°59'08"W	13.00
L7	S64°00'52"E	12.00
L8	S64°00'52"E	12.00
L9	S25°59'08"W	13.00
L10	N25°59'08"E	13.00
L11	S64°00'52"E	12.00
L12	S64°00'52"E	12.00
L13	S25°59'08"W	13.00
L14	N25°59'08"E	13.00
L15	S64°00'52"E	12.00
L16	S25°59'08"W	34.50
L17	S25°59'08"W	34.50
L28	N64°00'52"W	38.50

JOB NO. 19-005
SHEET 2 OF 7

IDAHO SURVEY GROUP, LLC
9655 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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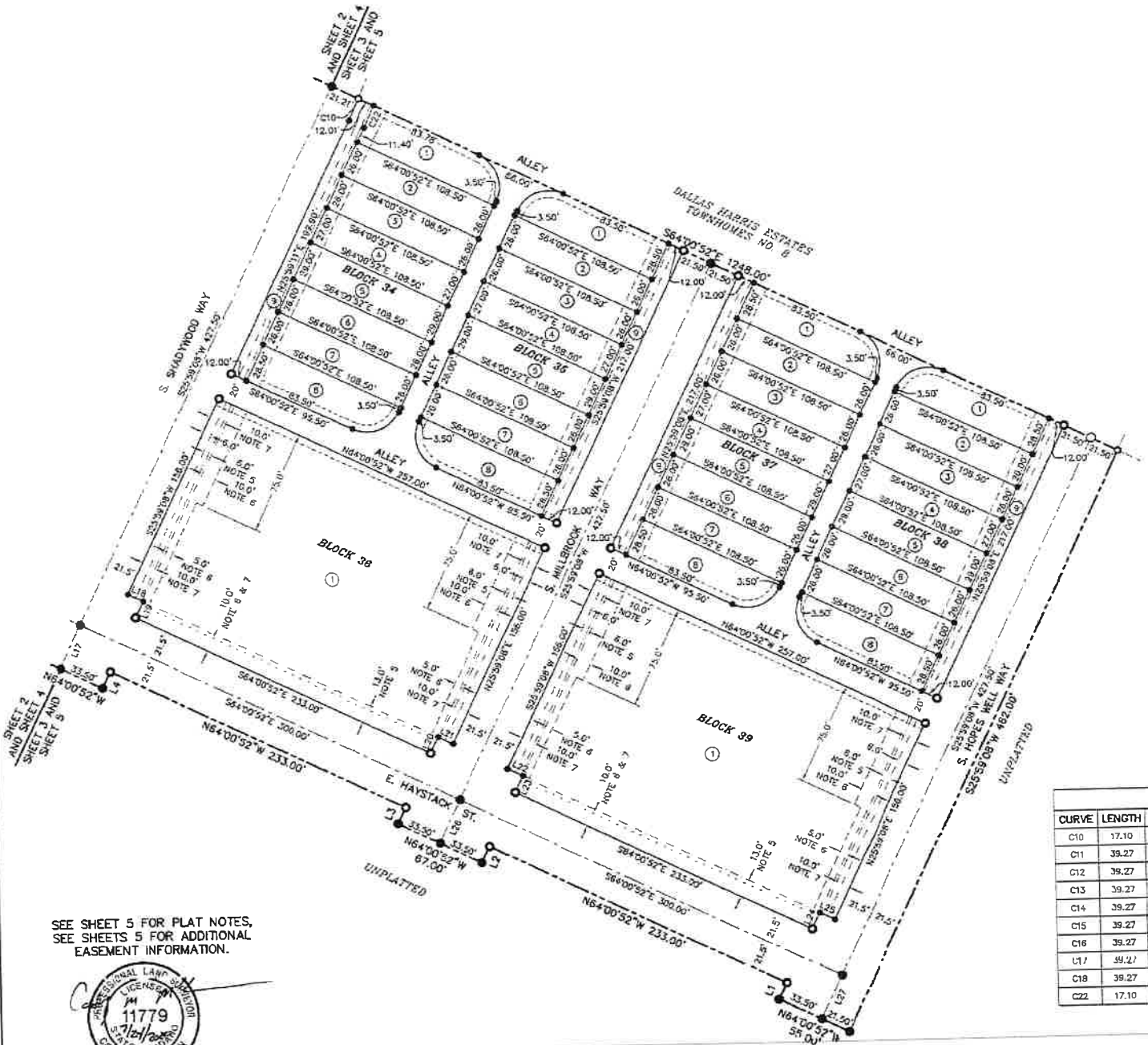
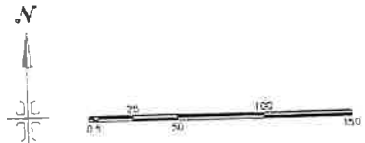
BK 118 PG 18262

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO.11





LEGEND

- FOUND 5/8" IRON PIN, PLS 11779
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- SET 1/2"x 24" IRON PIN, PLS 11779
- SET 5/8"x 30" IRON PIN, PLS 11779
- SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- (1) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SIDEWALK EASEMENT LINE
- PUBLIC UTILITIES EASEMENT LINE
- PUBLIC UTILITIES & PRESSURE IRRIGATION LINE
- BOISE CITY STREET LIGHT EASEMENT
- BOISE CITY STREET LIGHT EASEMENT, PUBLIC UTILITIES & PRESSURE IRRIGATION EASEMENT LINE

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C10	17.10	504.00	1°56'40"	N25°00'51"E	17.10
C11	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C12	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C13	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C14	39.27	25.00	90°00'00"	S70°59'08"W	35.36
C15	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C16	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C17	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C18	39.27	25.00	90°00'00"	S70°59'08"W	35.36
C22	17.10	516.00	1°53'57"	N25°02'12"E	17.10

LINE TABLE		
LINE	BEARING	LENGTH
L1	N25°59'08"E	13.00
L2	S25°59'08"W	13.00
L3	N25°59'08"E	13.00
L4	S25°59'08"W	13.00
L17	S25°59'08"W	34.50
L18	S64°00'52"E	12.00
L19	S25°59'08"W	13.00
L20	N25°59'08"E	13.00
L21	S64°00'52"E	12.00
L22	S64°00'52"E	12.00
L23	S25°59'08"W	13.00
L24	N25°59'08"E	13.00
L25	S64°00'52"E	12.00
L26	S25°59'08"W	34.50
L27	S25°59'08"W	34.50

SEE SHEET 5 FOR PLAT NOTES,
SEE SHEETS 5 FOR ADDITIONAL EASEMENT INFORMATION.

PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO CODY M McCAMMON 7/24/2020

JOB NO. 19-005
SHEET 3 OF 7

IDAHO SURVEY GROUP, LLC
9955 W EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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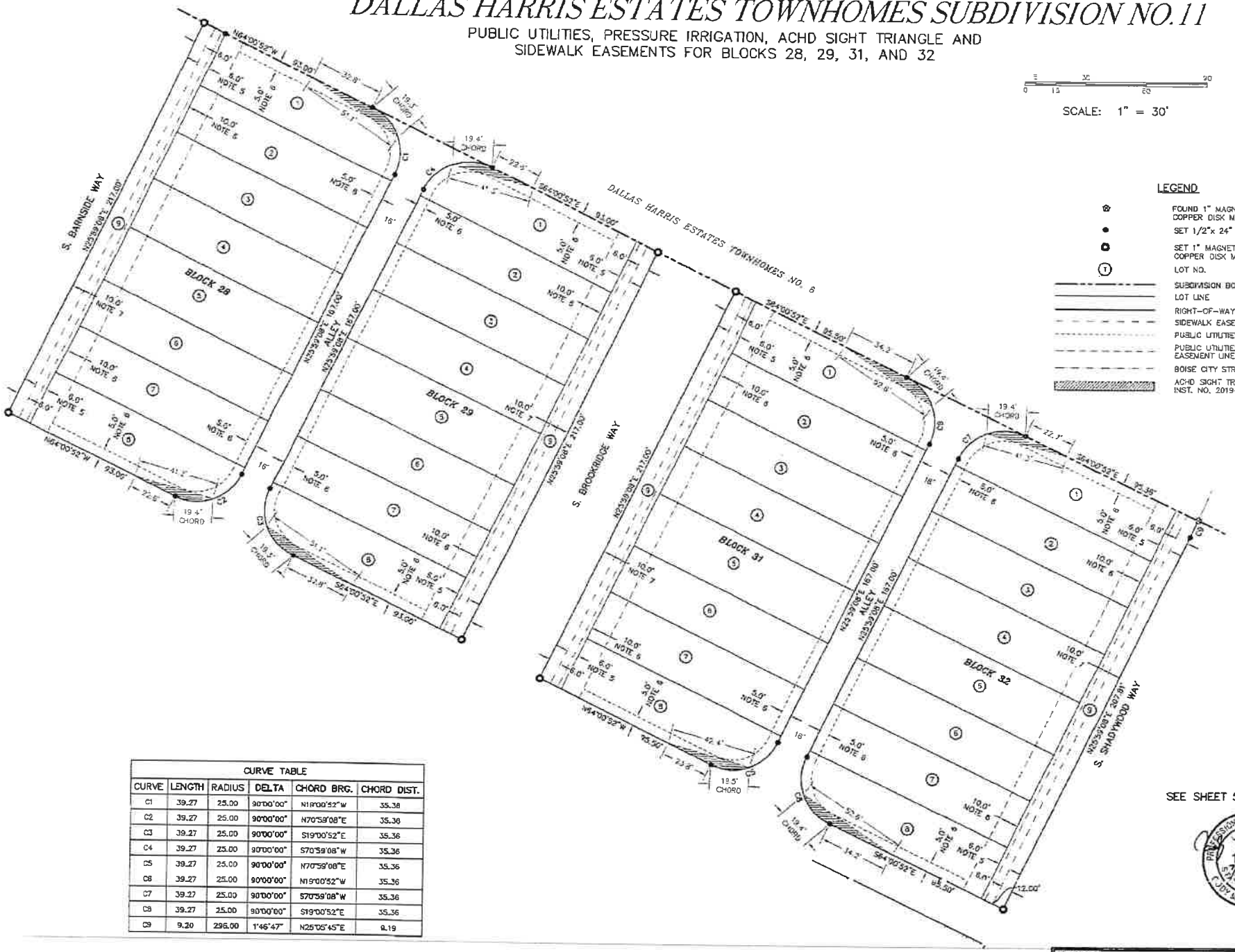
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11

PUBLIC UTILITIES, PRESSURE IRRIGATION, ACHD SIGHT TRIANGLE AND SIDEWALK EASEMENTS FOR BLOCKS 28, 29, 31, AND 32



SCALE: 1" = 30'

LEGEND

- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 7015
- SET 1/2"x 24" IRON PIN, PLS 11779
- SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- (1) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- SIDEWALK EASEMENT LINE
- PUBLIC UTILITIES EASEMENT LINE
- PUBLIC UTILITIES & PRESSURE IRRIGATION EASEMENT LINE
- BOISE CITY STREET LIGHT EASEMENT
- ACHD SIGHT TRIANGLE EASEMENTS INST. NO. 2019-128837

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	39.27	25.00	90°00'00"	N18°00'52"W	35.36
C2	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C3	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C4	39.27	25.00	90°00'00"	S70°59'08"W	35.36
C5	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C6	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C7	39.27	25.00	90°00'00"	S70°59'08"W	35.36
C8	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C9	9.20	295.00	1°46'47"	N25°05'45"E	9.19

SEE SHEET 5 FOR PLAT NOTES

PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO JOHN M. MCCAMMON

ISG IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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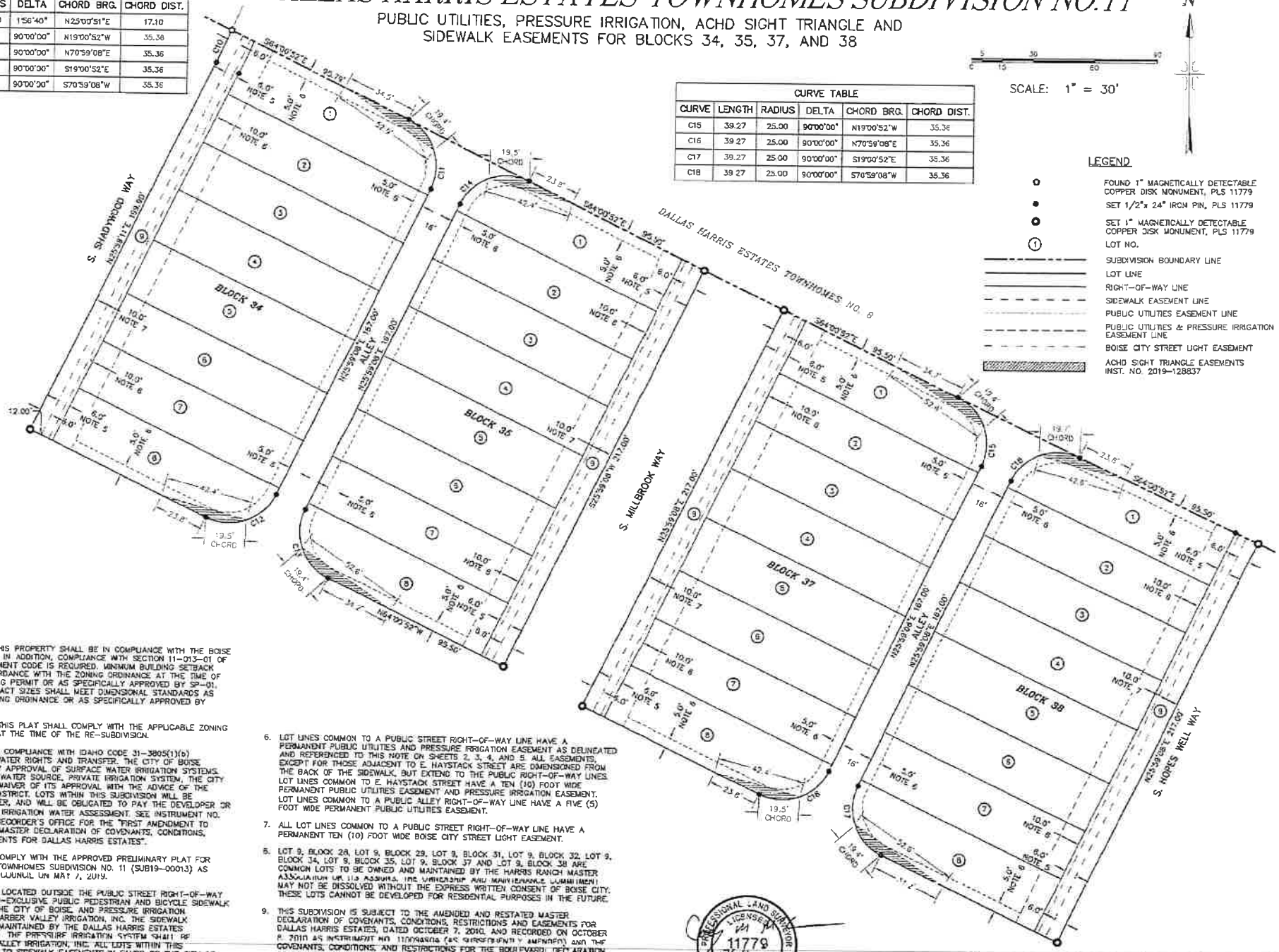
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11

PUBLIC UTILITIES, PRESSURE IRRIGATION, ACHD SIGHT TRIANGLE AND SIDEWALK EASEMENTS FOR BLOCKS 34, 35, 37, AND 38

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C10	17.10	504.00	1°56'40"	N25°00'51"E	17.10
C11	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C12	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C13	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C14	39.27	25.00	90°00'00"	S70°59'08"W	35.36

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C15	39.27	25.00	90°00'00"	N19°00'52"W	35.36
C16	39.27	25.00	90°00'00"	N70°59'08"E	35.36
C17	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C18	39.27	25.00	90°00'00"	S70°59'08"W	35.36



LEGEND

- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- SET 1/2"x 24" IRON PIN, PLS 11779
- SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- (1) LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- SIDEWALK EASEMENT LINE
- PUBLIC UTILITIES EASEMENT LINE
- PUBLIC UTILITIES & PRESSURE IRRIGATION EASEMENT LINE
- BOISE CITY STREET LIGHT EASEMENT
- ACHD SIGHT TRIANGLE EASEMENTS INST. NO. 2019-128837

NOTES:

1. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY DEVELOPMENT CODE. IN ADDITION, COMPLIANCE WITH SECTION 11-013-01 OF THE BOISE CITY DEVELOPMENT CODE IS REQUIRED. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED BY SP-01. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY SP-01.
2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
3. THIS PLAT IS SUBJECT TO COMPLIANCE WITH IDAHO CODE 31-3805(1)(b) CONCERNING IRRIGATION WATER RIGHTS AND TRANSFER. THE CITY OF BOISE ORDINANCE REQUIRES CITY APPROVAL OF SURFACE WATER IRRIGATION SYSTEMS. SINCE THIS IS A GROUND WATER SOURCE, PRIVATE IRRIGATION SYSTEM, THE CITY OF BOISE HAS ISSUED A WAIVER OF ITS APPROVAL WITH THE ADVICE OF THE BOISE-KUNA IRRIGATION DISTRICT. LOTS WITHIN THIS SUBDIVISION WILL BE PROVIDED IRRIGATION WATER, AND WILL BE OBLIGATED TO PAY THE DEVELOPER OR THEIR SUCCESSOR(S) FOR IRRIGATION WATER ASSESSMENT. SEE INSTRUMENT NO. 111031163, ADA COUNTY RECORDER'S OFFICE FOR THE "FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES".
4. THIS SUBDIVISION SHALL COMPLY WITH THE APPROVED PRELIMINARY PLAT FOR DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11 (SUB19-00013) AS APPROVED BY BOISE CITY COUNCIL ON MAY 7, 2019.
5. THE SIDEWALKS SHALL BE LOCATED OUTSIDE THE PUBLIC STREET RIGHT-OF-WAY IN A PERPETUAL AND NON-EXCLUSIVE PUBLIC PEDESTRIAN AND BICYCLE SIDEWALK EASEMENT, GRANTED TO THE CITY OF BOISE, AND PRESSURE IRRIGATION EASEMENT, GRANTED TO BARBER VALLEY IRRIGATION, INC. THE SIDEWALK IMPROVEMENTS SHALL BE MAINTAINED BY THE DALLAS HARRIS ESTATES HOMEOWNERS ASSOCIATION. THE PRESSURE IRRIGATION SYSTEM SHALL BE MAINTAINED BY BARBER VALLEY IRRIGATION, INC. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO SIDEWALK EASEMENTS IN FAVOR OF THE CITY OF BOISE FOR PUBLIC USE AND PRESSURE IRRIGATION EASEMENT PER EASEMENT DOCUMENT RECORDED ON OCTOBER 30, 2019 AS INSTRUMENT NO. 2019-107415, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
6. LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT PUBLIC UTILITIES AND PRESSURE IRRIGATION EASEMENT AS DELINEATED AND REFERENCED TO THIS NOTE ON SHEETS 2, 3, 4, AND 5. ALL EASEMENTS, EXCEPT FOR THOSE ADJACENT TO E. HAYSTACK STREET ARE DIMENSIONED FROM THE BACK OF THE SIDEWALK, BUT EXTEND TO THE PUBLIC RIGHT-OF-WAY LINES. LOT LINES COMMON TO E. HAYSTACK STREET HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT AND PRESSURE IRRIGATION EASEMENT. LOT LINES COMMON TO A PUBLIC ALLEY RIGHT-OF-WAY LINE HAVE A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT.
7. ALL LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT TEN (10) FOOT WIDE BOISE CITY STREET LIGHT EASEMENT.
8. LOT 9, BLOCK 28, LOT 9, BLOCK 29, LOT 9, BLOCK 31, LOT 9, BLOCK 32, LOT 9, BLOCK 34, LOT 9, BLOCK 35, LOT 9, BLOCK 37 AND LOT 9, BLOCK 38 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE HARRIS RANCH MASTER ASSOCIATION OR ITS ASSIGNS. THE OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF BOISE CITY. THESE LOTS CANNOT BE DEVELOPED FOR RESIDENTIAL PURPOSES IN THE FUTURE.
9. THIS SUBDIVISION IS SUBJECT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES, DATED OCTOBER 7, 2010, AND RECORDED ON OCTOBER 8, 2010 AS INSTRUMENT NO. 110076898 (AS SUBSEQUENTLY AMENDED) AND THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE BOULEVARD; DECLARATION OF COMMON MAINTENANCE AGREEMENT FOR THE BOULEVARD AT HARRIS RANCH, DATED AUGUST 14, 2015, AS INSTRUMENT NO. 2015-074988 (AS SUBSEQUENTLY AMENDED).

PROFESSIONAL LAND SURVEYOR LICENSE NO. 11779 STATE OF IDAHO CODY M. McCAMMON

IDAHO SURVEY GROUP, LLC
9956 W EMERALD ST
BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 19-005
SHEET 5 OF 7

Bk 118 Pg 18265

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, FROM WHICH THE NORTH 1/4 CORNER OF SECTION 29 BEARS SOUTH 89°35'48" EAST, 2657.50 FEET; THENCE SOUTH 47°25'44" EAST, 751.85 FEET TO AN ANGLE POINT IN THE SOUTHERLY BOUNDARY LINE OF DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 6 AS FILED IN BOOK 112 OF PLATS AT PAGES 16451 THROUGH 16456, RECORDS OF ADA COUNTY, IDAHO, AND THE REAL POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 64°00'52" EAST, 604.86 FEET TO THE INTERSECTION OF SAID SOUTHERLY BOUNDARY LINE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF S. SHADYWOOD WAY AS DESCRIBED IN A WARRANTY DEED, RECORDED AS INSTRUMENT NO. 2017-034643, RECORDS OF ADA COUNTY, IDAHO;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 64°00'52" EAST, 42.86 FEET TO THE SOUTHWEST CORNER OF DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 8 AS FILED IN BOOK 114 OF PLATS AT PAGES 16999 THROUGH 17003, RECORDS OF ADA COUNTY, IDAHO;

THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 8, SOUTH 64°00'52" EAST, 600.29 FEET;

THENCE LEAVING SAID SOUTHERLY BOUNDARY LINE, SOUTH 25°59'08" WEST, 462.00 FEET;

THENCE NORTH 64°00'52" WEST, 55.00 FEET;

THENCE NORTH 25°59'08" EAST, 13.00 FEET;

THENCE NORTH 64°00'52" WEST, 233.00 FEET;

THENCE SOUTH 25°59'08" WEST, 13.00 FEET;

THENCE NORTH 64°00'52" WEST, 67.00 FEET;

THENCE NORTH 25°59'08" EAST, 13.00 FEET;

THENCE NORTH 64°00'52" WEST, 233.00 FEET;

THENCE SOUTH 25°59'08" WEST, 13.00 FEET;

THENCE NORTH 64°00'52" WEST, 67.00 FEET;

THENCE NORTH 25°59'08" EAST, 13.00 FEET;

THENCE NORTH 64°00'52" WEST, 528.00 FEET;

THENCE SOUTH 25°59'08" WEST, 13.00 FEET;

THENCE NORTH 64°00'52" WEST, 77.00 FEET;

THENCE NORTH 25°59'08" EAST, 69.00 FEET;

THENCE SOUTH 64°00'52" EAST, 12.00 FEET;

THENCE NORTH 25°59'08" EAST, 393.00 FEET TO THE REAL POINT OF BEGINNING.

CONTAINING 12.96 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AND ALLEYS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING SUEZ WATER IDAHO, INC. MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND SUEZ WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

OWNER:

IN WITNESS WHEREOF, THE GRANTORS HAVE CAUSED THIS INSTRUMENT TO BE SUBSCRIBED THIS 17th DAY OF April, 2020.

BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION

DOUGLAS FOWLER — PRESIDENT

ACKNOWLEDGEMENT

STATE OF IDAHO }
COUNTY OF ADA } S.S.

ON THIS 17th DAY OF April, 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DOUGLAS FOWLER, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH PERSON EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise
MY COMMISSION EXPIRES: 3/29/2022

CERTIFICATE OF SURVEYOR

I, CODY M. McCAMMON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO CODY M. McCAMMON

CODY M. McCAMMON, P.L.S. — IDAHO NO. 11779

ISG IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST
BOISE, IDAHO 83704
(208) 846-8570

BK 118 PG 16266

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 15 DAY OF MAY, 2020.

PRESIDENT, ACHD
Signed by Bruce S. Wong, Director for President

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY ISSUANCE OF A CERTIFICATION OF DISAPPROVAL.

REHS 4-17-2020
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED BOISE CITY ENGINEER, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR THIS PLAT.

7.30.2020
BOISE CITY ENGINEER
PE # 11185

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 8th DAY OF October, 2019, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK, BOISE, IDAHO Chief Deputy

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

Jerry L. Hastings
COUNTY SURVEYOR
PLS 5359
7-30-2020

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

07/31/2020
DATE

Elizabeth Mohn
COUNTY TREASURER
Per Deputy Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
} S.S.
COUNTY OF ADA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BARBER VALLEY DEVELOPMENT, INC. AT 21 MINUTES PAST 2 O'CLOCK P M. ON THIS 31st DAY OF July, 2020. IN BOOK 118 OF PLATS AT PAGES 16260 — 16266.

INSTRUMENT NO. 2020-096848

DEPUTY

$ 36.00
FEE

Phil McGrane
EX-OFFICIO RECORDER

PROFESSIONAL LAND SURVEYOR LICENSED 11770 7/15/2020 STATE OF IDAHO CODY M. McCAMMON

JOB NO. 19-005
SHEET 7 OF 7

ISG IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

* Users\Boise Projects\Dallas Harris Plat\19-005\dwg\Plat\D-E Townhomes No.11 PLAT.dwg 4/15/2020 12:12:34 PM

R. Exhibit R - Interest Reconciliation for Projects GO23-1 and GO23-2

Purpose and Notes

The purpose of this spreadsheet is to reconcile the interest amounts requested by the Developer's project purchase requests for GO23-1 and GO23-2
All completion dates have been verified against ACHD acceptance dates or final construction payments
All projects have been cross-checked for previous reimbursement against the previous accrued interest payment request (Project GO21-1) and interest requisitions from bond disbursements

GO23-1 - Tranche II

ID#	CID Project Name	Amount	Completion Date	Documentation of Completion Date	Accrual End Date	Developer Interest Calculation
GO20-1	Warm Springs Creek Realignment -LOMR/CLOMR	$ 75,060.11	10/30/2015	Final Payment to RiveRidge Engineering	10/15/2020	$ 23,387.37
GO20-2	Warms Springs Creek Realignment-Construction	469,107.14	12/15/2017	Final construction payment to Knife River	10/15/2020	88,751.21
GO20-6	East Parkcenter Blvd. Roundabouts at Wise Way, Old Hickory and Shadywood	1,184,866.06	4/5/2018	ACHD Acceptance for Maintenance	10/15/2020	246,768.61
	(Not yet paid)	197,026.95	10/16/2020		-	
GO21-2	Dallas Harris Estates Townhomes #9	1,670,900.05	9/15/2020	ACHD Acceptance for Maintenance	-	398,475.35
GO21-3	Dallas Harris Estates Townhomes #11	4,009,490.97	3/24/2021	ACHD Acceptance for Maintenance	-	846,606.77
GO22-1	Haystack #1 and Utility Improvements	1,428,172.44	2/24/2022	ACHD Acceptance for Maintenance	-	232,332.37
GO22-2	Dallas Harris South #1 and Utility Improvements	1,660,319.34	4/13/2022	ACHD Acceptance for Maintenance	-	258,316.13
GO22-3	Dallas Harris South #2 and Utility Improvements	1,167,812.36	3/28/2022	ACHD Acceptance for Maintenance	-	184,506.34
		$ 11,862,755.42				$ 2,279,144.15

Staff Analysis and Recommendation

Cumulative Interest	Staff Interest Calculation	Staff Recommendation	Redundant Authorization
31.15%	23,377.63	23,377.63	No
18.90%	88,667.68	88,667.68	No
16.91%	200,412.79	200,412.79	No
23.42%	46,136.69	-	No
23.86%	398,715.66	-	No
21.13%	847,183.47	-	No
16.28%	232,537.78	-	Yes: HRCID-1-2023
15.57%	258,543.56	-	Yes: HRCID-1-2023
15.81%	184,666.33	-	Yes: HRCID-1-2023
	2,280,241.59	312,458.10	
Difference ($)	1,097.44		
Difference (%)	0.05%		

GO23-2

Project N	Subdivision	Amount	Developer Completion	Documentation of Completion Date	Accrual End Date	Developer Accrued Interest
Phase 2	Dallas Harris Estates Townhomes Subdivision 2	$ 45,000.00	7/24/2015	Ada County Plat	-	25,237.91
Phase 6	Dallas Harris Estates Townhomes Subdivision 6	78,000.00	1/2/2018	Ada County Plat	-	32,771.74
Phase 8	Dallas Harris Estates Townhomes Subdivision 8	68,000.00	9/4/2018	Ada County Plat	-	25,487.90
Phase 9	Dallas Harris Estates Townhomes Subdivision 9	559,000.00	9/11/2018	Ada County Plat	-	208,775.01
Phase 11	Dallas Harris Estates Townhomes Subdivision 11	1,124,000.00	7/31/2020	Ada County Plat	-	275,487.78
		$ 1,874,000.00				567,760.34

Staff Analysis and Recommendation

Cumulative Interest	Accrued Interest	Staff Recommendation	Redundant Authorization
56.00%	25,200.00	-	Yes HRCID-1-2024
42.03%	32,780.30	-	Yes HRCID-1-2024
37.49%	25,494.41	-	Yes HRCID-1-2024
37.36%	208,828.62	-	Yes HRCID-1-2024
24.52%	275,649.45	-	Yes HRCID-1-2024
	567,952.78	-	
Difference ($)	192.44		
Difference (%)	0.03%		

Total for GO23-1 and GO23-2 **2,846,904.49**

Totals	**2,848,194.37**
Difference ($)	**1,289.88**
Difference (%)	**0.05%**